

**TOWN OF MOUNTAIN VILLAGE  
REGULAR DESIGN REVIEW BOARD MEETING AGENDA  
THURSDAY AUGUST 4, 2022 10:00 AM  
MOUNTAIN VILLAGE TOWN HALL  
455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO  
TO BE HELD HYBRID THROUGH ZOOM:**

<https://us06web.zoom.us/j/88359764153?pwd=T0pRcGtmWEw0ZXhpaU8zTEFFdVczZz09>

	Time	Min.	Presenter	Type	
1.	10:00		Chair		Call to Order
2.	10:00	5	Quinn-Jacobs	Action	Reading and Approval of Summary of Motions of the July 7, 2022, Design Review Board Meeting.
3.	10:05	45	Haynes	Action/ Recommendation	A recommendation to Town Council regarding a Major PUD Amendment to Extend the Length of Validity and Vested Property Rights for a Site Specific Development Plan for Lot 109R, commonly known as the Mountain Village Hotel, from December 8, 2022 to December 8, 2024
4.	10:50	45	Levek/ Applicants	Quasi-Judicial	Consideration of a Design Review: Initial Architecture and Site Review for a new Single Family detached condominium on Lot 640DR, Unit 5, 5 Spring Creek Dr., pursuant to CDC Section 17.4.11.
5.	11:35	45	Design Workshop/ Applicant	Quasi-Judicial	Consideration of a Design Review: Initial Architecture and Site Review for a new Single Family home on Lot AR10, 118 Lawson Point, pursuant to CDC Section 17.4.11
6.	12:20	15	LUNCH	LUNCH	LUNCH
7.	12:35	45	Design Workshop/ Applicant	Quasi-Judicial	Review and Recommendation to Town Council of a height variance for heights of 11.75' over allowable and Consideration of a Design Review: Initial Architecture and Site Review for a single family home on Lot 927R2, TBD Sundance Lane, pursuant to CDC Section 17.4.11 and 17.4.16
8.	1:20		Chair		Adjourn

Please note that this Agenda is subject to change. (Times are approximate and subject to change)  
455 Mountain Village Blvd., Suite A, Mountain Village, Colorado 81435  
Phone: (970) 369-8242 Fax: (970) 728-4342

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting Town Hall at the above numbers or email: [cd@mtnvillage.org](mailto:cd@mtnvillage.org). We would appreciate it if you would contact us at least 48 hours in advance of the scheduled event so arrangements can be made to locate requested auxiliary aid(s).

**DESIGN REVIEW BOARD MINUTES  
TOWN OF MOUNTAIN VILLAGE REGULAR  
DESIGN REVIEW BOARD MEETING  
THURSDAY JULY 7, 2022**

**Call to Order**

Chair Banks Brown called the meeting of the Design Review Board (DRB) of the Town of Mountain Village to order at 10:01 AM on July 7, 2022.

**Attendance**

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

Banks Brown

Liz Caton

Scott Bennett

David Craige – recused himself for Agenda Item #5.

Greer Garner

Ellen Kramer – via zoom – excused herself after the vote on agenda item #7

Shane Jordan (1<sup>st</sup> alternate)

Jim Austin (2<sup>nd</sup> alternate)– via zoom

**The following Board members were absent:**

Adam Miller

**Town Staff in attendance:**

Michelle Haynes, Planning and Development Services Director and Housing Director

Amy Ward, Senior Planner

Samuel Quinn-Jacobs, Planning Technician

**Public Attendance:** Scott Nunn, Gretchen Stocker, Michele McCabe, Angelo Gilmore

**Item 2. Swearing In of Appointed Members for the Mountain Village Design Review Board**  
*continued from June 2, Design Review Board Meeting*

Jim Austin was sworn as a Design Review Board Member of the Town of Mountain Village

**Item 3. Reading and Approval of Summary of Motions of the June 2, 2022, Design Review Board Meeting.**

Samuel Quinn-Jacobs: Presented as Staff

On a **MOTION** by **Bennett** and seconded by **Caton** the DRB voted **unanimously** to approve the minutes from the June 2, 2022 Meeting.

**Item 4. Consideration of a recommendation to Town Council regarding Rezoning Lot 164A, Winterleaf, A Condominium Community, from the Multi-Family Zone District to the Single Family Common Interest Community Zone District consistent with CDC Section 17.3.4.**

Michelle Haynes: Presented as Staff

Tom Kennedy and Dave Bulson: Presented as Applicant

Public Comment: Provided in the packet associated with this meeting

On a **MOTION** by **Craige** and seconded by **Caton** the DRB voted **unanimously** to recommend approval to Town Council regarding a rezone application for Lot 164A, Winterleaf Condominiums, to rezone from the multi-family zone district to the single family common interest community zone district.

Findings:

1. The application meets the SFCI criteria found at CDC Section 17.3.4.F
2. The application meets the rezone criteria for decision found at Section 17.4.9.C.3.
3. The applicants have agreed to readdress the properties for 911 emergency response purposes.

Conditions:

1. That the associated minor subdivision plat is approved by Town Council.
2. The applicant is responsible for associated recording fees at the clerk and recorder's office related to recordation of the ordinance.
3. Direct staff to update the Official Zoning Map for Lot 164A from Multi-Family to Single Family Common Interest Zone District.

**Item 5. Consideration of a Design Review: Final Architecture and Site Review for a new Single Family home on Lot 220B, 113 Palmyra Drive, pursuant to CDC Section 17.4.11.**

Amy Ward: Presented as Staff

Chris Hawkins, Alpine Planning and David Craige: Presented as applicants

David Craige recuses himself for conflict of interest.

Public Comment: None

On a **MOTION** by **Garner** and seconded by **Caton** the DRB voted **unanimously** to approve the Final Architecture Review for a new single-family home located at Lot 220B, based on the evidence provided within the Staff Report of record dated June 23, 2022, with the following Design Variations and Specific Approvals:

Design Variations

Road and Driveway Standards

Design Review Board Specific Approvals

1. General Easement Encroachments
2. Metal Fascia

And, with the following conditions:

- 1) As part of the building permit submittal, the applicant shall revise the landscaping plan to include total water usage, shall removal the juniper and blue spruce from Zone 1, and shall specify that any disturbed areas not being treated with individual seed mixes shall be treated with the CDC Native Seed mix.
- 2) Prior to the issuance of a building permit, the applicant shall field verify all utilities and submit a revised utility plan to the public works director for their approval identifying the location of utilities and connection points.
- 3) Consistent with town building codes, Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be constructed as either non-combustible, heavy timber, or exterior grade ignition resistant materials such as those listed as WUIC (Wildland Urban Interface Code) approved products.
- 4) Prior to issuance of a CO, the property owner will enter into a General Easement Encroachment Agreement, as applicable, with the Town of Mountain Village for the general easement encroachments approved.
- 5) A monumented land survey shall be prepared by a Colorado public land surveyor to establish the maximum building height and the maximum average building height.
- 6) A monumented land survey of the footers will be provided prior to pouring concrete to determine there are no additional encroachments into the GE.
- 7) Prior to the Building Division conducting the required framing inspection, a four-foot (4') by eight-foot (8') materials board will be erected on site consistent with the review authority approval to show:
  - a. The stone, setting pattern, and any grouting with the minimum size of four-feet (4') by four-feet (4');
  - b. Wood that is stained in the approved color(s);
  - c. Any approved metal exterior material;
  - d. Roofing material(s); and
  - e. Any other approved exterior materials
- 8) It is incumbent upon an owner to understand whether above-grade utilities and town infrastructure (fire hydrants, electric utility boxes) whether placed in the right of way, general easement, or setback, are placed in an area that may encumber access to their lot. Relocation of such above-grade infrastructure appurtenances will occur at the owner's sole expense and in coordination with the appropriate entity (Fire Department, SMPA, Town of Mountain Village) so that the relocated position is satisfactory.
- 9) Prior to building permit, the applicant will submit a revised lighting plan for staff review that eliminates three sconces, 1 on garage 2 on French doors

**Item 6. Consideration of a Design Review: Final Architecture and Site Review for a new Single Family home on Lot 3R, AKA R3, 158 Vischer Drive, pursuant to CDC Section 17.4.11.**

Amy Ward: Presented as Staff

Kristine Perpar, Shift Architects: Presented as Applicant

Public Comment: None

On a motion by **Caton** and seconded by **Bennett** DRB voted **unanimously** to approve the Final Architecture Review for a new single-family home located at Lot 3R, based on the evidence

provided within the Staff Report of record dated June 20, 2022, with the following Design Variations and Specific Approvals:

Design Variations

- Road and Driveway Standards

Design Review Board Specific Approvals

- General Easement Encroachments

And, with the following conditions:

- 1) Prior to issuance of a building permit, the applicant shall revise the landscaping plan to demonstrate irrigation locations.
- 2) Prior to issuance of a building permit, the applicant shall obtain approval from the Town Forester or other staff member for any proposed tree removal. Trees shall not be removed until the building permit has been issued.
- 3) Prior to the issuance of a building permit, the applicant shall field verify all utilities and submit a revised utility plan to the public works director identifying the location of utilities and connection points.
- 4) Consistent with town building codes, Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be constructed as either non-combustible, heavy timber, or exterior grade ignition resistant materials such as those listed as WUIC (Wildland Urban Interface Code) approved products.
- 5) Prior to issuance of a CO, the property owner will enter into a General Easement Encroachment Agreement, as applicable, with the Town of Mountain Village for any approved general easement encroachments.
- 6) A monumented land survey shall be prepared by a Colorado public land surveyor to establish the maximum building height and the maximum average building height.
- 7) A monumented land survey of the footers will be provided prior to pouring concrete to determine there are no additional encroachments into the GE.
- 8) Prior to the Building Division conducting the required framing inspection, a four-foot (4') by eight-foot (8') materials board will be erected on site consistent with the review authority approval to show:
  - a. The stone, setting pattern, and any grouting with the minimum size of four-feet (4') by four-feet (4');
  - b. Wood that is stained in the approved color(s);
  - c. Any approved metal exterior material;
  - d. Roofing material(s); and
  - e. Any other approved exterior materials
- 9) It is incumbent upon an owner to understand whether above-grade utilities and town infrastructure (fire hydrants, electric utility boxes) whether placed in the right of way, general easement, or setback, are placed in an area that may encumber access to their lot. Relocation of such above-grade infrastructure appurtenances will occur at the owner's sole expense and in coordination with the appropriate entity (Fire Department, SMPA, Town of Mountain Village) so that the relocated position is satisfactory.
- 10) Prior to building permit, the applicant will submit a revised landscape plan for staff review, that adds landscaping near and helps to soften the entrance to the front door.
- 11) Prior to building permit, the applicant will submit a revised lighting plan that replaces fixture A with a code compliant fixture.

**Item 7. Consideration of a Design Review: Final Architecture and Site Review for a new Single Family home on Lot 533, 237 Russell Drive, pursuant to CDC Section 17.4.11.**

Amy Ward: Presented as Staff

Jim Kehoe: Presented as Applicant

Public Comment: None

On a motion by **Craige** and seconded by **Bennett** DRB voted **unanimously** to approve the Final Architecture Review for a new single-family home located at Lot 533, based on the evidence provided within the Staff Report of record dated June 24, 2022, with the following Design Variations and Specific Approvals:

Design Variations

- Road and Driveway Standards

Design Review Board Specific Approvals

- General Easement Encroachments
- Green Roof
- Tandem Parking

And, with the following conditions:

- 1) As part of the building permit submittal, the applicant shall revise the landscaping plan to include total water usage.
- 2) As part of the building permit submittal, the applicant shall revise address monument so that the numbers are no longer cut out and back lit.
- 3) Prior to the issuance of a building permit, the applicant shall field verify all utilities and submit a revised utility plan to the public works director for approval, identifying the location of utilities and connection points.
- 4) Consistent with town building codes, Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be constructed as either non-combustible, heavy timber, or exterior grade ignition resistant materials such as those listed as WUIC (Wildland Urban Interface Code) approved products.
- 5) Prior to issuance of a CO, the property owner will enter into a General Easement Encroachment Agreement, as applicable, with the Town of Mountain Village for the general easement encroachments approved.
- 6) A monumented land survey shall be prepared by a Colorado public land surveyor to establish the maximum building height and the maximum average building height.
- 7) A monumented land survey of the footers will be provided prior to pouring concrete to determine there are no additional encroachments into the GE.
- 8) Prior to the Building Division conducting the required framing inspection, a fourfoot (4') by eight-foot (8') materials board will be erected on site consistent with the review authority approval to show:
  - a. The stone, setting pattern, and any grouting with the minimum size of four-feet (4') by four-feet (4');
  - b. Wood that is stained in the approved color(s);
  - c. Any approved metal exterior material;

- d. Roofing material(s); and
- e. Any other approved exterior materials

9) It is incumbent upon an owner to understand whether above-grade utilities and town infrastructure (fire hydrants, electric utility boxes) whether placed in the right of way, general easement, or setback, are placed in an area that may encumber access to their lot. Relocation of such above-grade infrastructure appurtenances will occur at the owner's sole expense and in coordination with the appropriate entity (Fire Department, SMPA, Town of Mountain Village) so that the relocated position is satisfactory.

9) Prior to building permit, the applicant will submit a revised grading plan that shows the retaining wall at the driveway moved further into the general easement to accommodate the 25-foot backup requirement of the CDC.

10) Prior to building permit, the applicant will submit a revised lighting plan, removing fixtures and substituting upper level fixtures per board discussion. This will be reviewed by staff and one DRB member.

11) Prior to building permit, the applicant will submit a revised landscape plan that shows the trees depicted in fire mitigation zone 1 on the East side remain.

### **Item 8. Lunch**

### **Item 9. Design Review Board Review and Recommendation to Town Council Regarding Amending the Community Development Code; Sections 17.4 and 17.5, concerning housekeeping and minor amendments.**

Michelle Haynes and Amy Ward: Presented as Staff

On a motion by **Caton** and seconded by **Garner** DRB voted **unanimously** to continue the Design Review Board Review and Recommendation to Town Council Regarding Amending the Community Development Code; Sections 17.4 and 17.5, concerning housekeeping and minor amendments to the August 4, 2022 Regular Design Review Board Meeting

### **Item 10. Consideration of a Design Review: Final Architecture Review for a new Single Family home on Lot 709, 152 Adams Ranch Road, pursuant to CDC Section 17.4.11**

Amy Ward: Presented as Staff

Mark Bertelsen and Jamie Daugaard, Centre Sky Architecture: Presented as Applicant

Public Comment: None

On a motion by **Bennett** and seconded by **Caton** DRB voted **unanimously** to approve to approve the Final Architecture Review for a new single-family home located at Lot 709, based on the evidence provided within the Staff Report of record dated June 22, 2022, with the following Specific Approvals:

Design Review Board Specific Approvals:

- 1) Board Form Concrete
- 2) Parking Regulations

And, with the following conditions:

- 1) As part of the building permit submittal, the applicant shall revise the landscaping plan to include water usage calculations to be reviewed by the Public Works Director.
- 2) As part of the building permit submittal, the applicant shall revise the address monument so that the monument is no taller than 6 feet in height.
- 3) Prior to the issuance of a building permit, the applicant shall field verify all utilities and submit a revised utility plan to the public works director identifying the location of utilities and connection points.
- 4) Consistent with town building codes, Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be constructed as either non-combustible, heavy timber, or exterior grade ignition resistant materials such as those listed as WUIC (Wildland Urban Interface Code) approved products.
- 5) It is incumbent upon an owner to understand whether above-grade utilities and town infrastructure (fire hydrants, electric utility boxes) whether placed in the right of way, general easement, or setback, are placed in an area that may encumber access to their lot. Relocation of such above-grade infrastructure appurtenances will occur at the owner's sole expense and in coordination with the appropriate entity (Fire Department, SMPA, Town of Mountain Village) so that the relocated position is satisfactory.
- 6) Prior to issuance of a CO, the property owner will enter into a General Easement Encroachment Agreement or ROW Encroachment Agreement, as applicable, with the Town of Mountain Village for any approved encroachments.
- 7) A monumented land survey of the footers will be provided prior to pouring concrete to determine there are no additional encroachments into the GE.
- 8) A monumented land survey shall be prepared by a Colorado public land surveyor to establish the maximum building height and the maximum average building height.
- 9) Prior to the Building Division conducting the required framing inspection, a four-foot (4') by eight-foot (8') materials board will be erected on site consistent with the review authority approval to show:
  - a. The stone, setting pattern, and any grouting with the minimum size of four-feet (4') by four-feet (4');
  - b. Wood that is stained in the approved color(s);
  - c. Any approved metal exterior material;
  - d. Roofing material(s); and
  - e. Any other approved exterior materials
- 10) Prior to building permit, the applicant shall submit a revised lighting plan with iso-footcandle study and a legible scale to be reviewed by staff and one DRB member.
- 11) Prior to building permit, the applicant shall submit a revised civil plan that shows a curb stop as discussed in this meeting and indicates the required 25' garage back-out from the garage doors.
- 12) Prior to building permit, the applicant shall submit elevations of the retaining walls behind the house, inclusive of wall heights and material (board form).

**Item 11. Review and Recommendation to Town Council of a Variance request for heights up to 46.58' and Consideration of a Design Review: Initial Architecture and Site Review for a new Single-Family home on Lot 927R2, 125 Sundance Lane, pursuant to CDC Sections 17.5.6 and 17.4.16. Staff is requesting this item be continued to the August 4, 2022 regular DRB meeting.**

Amy Ward Presented as Staff



On a motion by **Garner** and seconded by **Caton** DRB voted **unanimously** to continue, the Review and Recommendation of a Variance request and the Initial Architecture and Site Review to for a new Single-Family on Lot 927R2, 125 Sundance Lane, pursuant to CDC Sections 17.5.6 and 17.4.16. to the Regular Design Review Board Meeting on August 5, 2022.

**ADJOURN**

**MOTION** to adjourn by unanimous consent, the Design Review Board voted to adjourn the July 7, 2022 meeting at 2:45pm.

Prepared and submitted by,

Samuel Quinn-Jacobs  
Planning Technician



**COMMUNITY DEVELOPMENT DEPARTMENT  
PLANNING DIVISION**  
455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970) 728-1392

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**TO:** Design Review Board  
**FROM:** Michelle Haynes, Director of Planning and Development Services  
**FOR:** August 4, 2022  
**DATE:** July 27, 2022  
**RE:** A recommendation to Town Council regarding a Major PUD Amendment to Extend the Length of Validity and Vested Property Rights for a Site-Specific Development Plan for Lot 109R from December 8, 2022 to December 8, 2024

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**PROJECT GEOGRAPHY**

**Legal Description:** Lot 109R

**Address:** 632-642 Mountain Village Blvd.

**Owner/Applicant:** MV Colorado Development Partners, LLC

**Agent:** Law Offices of Thomas G Kennedy

**Zoning:** Village Center Zone District

**Existing Use:** Vacant; North Village Center Parking Lot

**Approved Use Pursuant to PUD Development Agreement:** 66 efficiency lodge units; 38 lodge units, 20 condominium units, one employee apartment and 20,164 sq. ft. of commercial space.

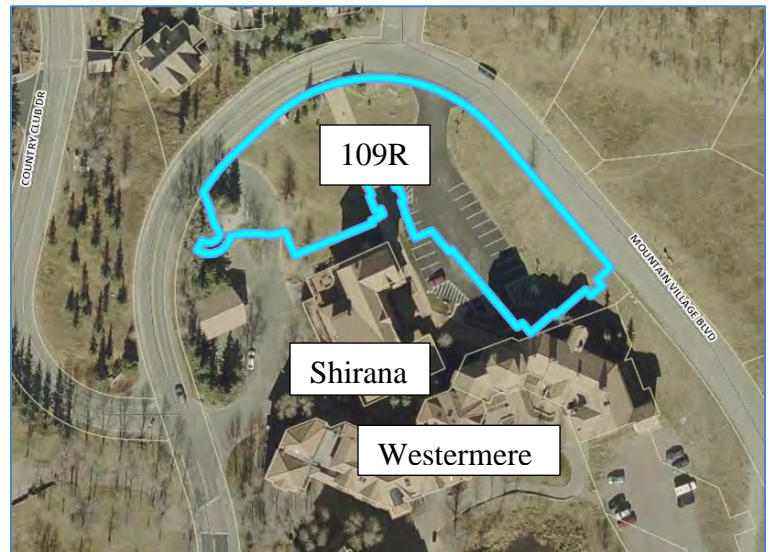
**Site Area:** .825 acres

**Adjacent Land Uses:**

- **North:** Vacant 89 Lots
- **South:** Shirana Condos
- **East:** Westermere & Palmyra Condos
- **West:** See Forever & The Peaks

**ATTACHMENTS**

1. Applicant Narrative dated 7.22.22
2. Draft 3<sup>rd</sup> Amended PUD Agreement
3. 2010 PUD Resolution
4. 2010 Development Agreement
5. [Approved PUD Plan Set](#)
6. 2015 Ordinance PUD Extension
7. 2015 1st Amendment to the Development Agreement
8. 2020 Ordinance PUD Extension
9. 2020 2<sup>nd</sup> Amendment to the Development Agreement



**RECORD DOCUMENTS**

- Town of Mountain Village Community Development Code (as amended)
- Town of Mountain Village Home Rule Charter (as amended)
- Major PUD Amendment Application as maintained by the Planning and Development Services Department.

**PUBLIC COMMENT**

None received

**DEVELOPMENT HISTORY BACKGROUND**

The Town Council approved the final PUD development application on December 8, 2010 Resolution Number 2010-1208-31 as recorded at Reception Number 415339. The PUD development agreement was recorded on March 18, 2011 at Reception Number 416997 (PUD Agreement). The PUD Agreement established the length of validity until December 8, 2015. In July of 2015, the developer applied for an extension to the PUD agreement and associated vested property rights. The First Amendment to the Development Agreement was approved to extend the PUD from December 8, 2015 to December 8, 2020 and recorded at reception Number 438754 on August 5, 2015. Approved by Ordinance No. 2015-07. The owner then requested an additional extension and it was approved for a period from December 8, 2020 to December 8, 2022, called the second amendment to the PUD development agreement recorded at reception no. 467310 by Ordinance 2020-16. The PUD has been requested to be extended two times subsequent to the original vesting period. This constitutes the third request.

**CONCURRENT MAJOR PUD APPLICATION**

The applicants have a second and concurrent Major PUD application in process with the Town. The DRB provided a recommendation to Town Council regarding significant redesign and amendments to the existing PUD with hearing dates on May 5 continued to May 31, 2022. The Town Council heard, by first reading of an ordinance the application and continued it to August 18, 2022. There would still be the following steps to finalize the concurrent major PUD request:

- August 18, 2022 Town Council continued meeting:
  - Town Council to give direction on whether to participate in a major subdivision request and additional direction and feedback regarding the responses of the applicant to the nine areas of concern
- Consideration of a recommendation from the DRB to Town Council regarding a major subdivision (subject to Town Council consent)
- Consideration of a final architectural design review by the DRB
- Continued first reading of an ordinance meeting by Town Council
- Consideration of a second reading of an ordinance by Town Council
- Consideration of a resolution regarding a major subdivision by Town Council

Each application should be viewed as a stand-alone item on its own merits.

**REQUEST**

The requested amendment to the PUD Agreement is an extension of the approved final PUD plan and the associated vested property rights. The PUD Agreement allows the developer to seek an extension to the PUD. The Community Development Code allows for a PUD extension process as a class 4 major PUD amendment which requires a recommendation from the Design Review Board and review by two readings of an ordinance by Town Council. The applicant understands the existing PUD expires in December of this year, and wants to give themselves more time so as not to risk losing the existing entitlements.

**APPROVAL HISTORY**

The creation of the Mountain Village Hotel PUD included the creation of Lot 109R that is now a platted lot, with the density assigned to this lot via the Town’s approval of the final PUD plan and the associated PUD Agreement. The Town received Lot 644 in The Meadows in exchange for land it conveyed to the developer that is now a part of Lot 109R. The density assigned by the PUD is also assigned to the site. Thus, the developer and the Town have received benefits that cannot be reversed, with Lot 109R platted to fit the density and development allowed by the PUD Agreement. Staff would also note that it took several years, numerous public hearings and lots of resources to create the PUD and the associated site specific development plan. The owners would rather extend the entitlements than let it expire at this juncture, as stated above, so that they can perfect a more suitable PUD amendment and resulting development plan.

A number of variations and waivers were granted as part of the development plan, the recitals of which can be found in the approval Resolution, attachment #3.

In the event the Town Council does not approve an extension to the PUD to 2024, consistent with the Development Agreement, the platting and density remain unchanged.

**CRITERIA FOR DECISION**

The criteria review consists of the same criteria for a new Planned Unit Development CDC Section 17.4.12.E. Criteria for Decision, Planned Unit Development

Criteria for Decision

1. The proposed PUD is in general conformity with the policies, principles and standards set forth in the Comprehensive Plan;
2. The proposed PUD is consistent with the underlying zone district and zoning designations on the site or to be applied to the site unless the PUD is proposing a variation to such standards;
3. The development proposed for the PUD represents a creative approach to the development, use of land and related facilities to produce a better development than would otherwise be possible and will provide amenities for residents of the PUD and the public in general;
4. The proposed PUD is consistent with and furthers the PUD purposes and intent;
5. The PUD meets the PUD general standards;
6. The PUD provides adequate community benefits;
7. Adequate public facilities and services are or will be available to serve the intended land uses;
8. The proposed PUD shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and
9. The proposed PUD meets all applicable Town regulations and standards unless a PUD is proposing a variation to such standards.

The following additional criteria can be used to evaluate the extension request at CDC Section 17.4.17.D. Criteria for Decision, Vested Property Rights

1. The following criteria shall be met for the review authority to approve a vested property right:
  - a. A vested property right is warranted in light of relevant circumstances, such as the size and phasing of the development, economic cycles and market conditions;
  - b. The site-specific development plan is consistent with public health, safety and welfare;

- c. The site-specific development plan provides for the construction and financing of improvements and facilities needed to support the proposed development;
  - d. The site-specific development plan meets the criteria for decision for concurrent, required development application(s); and
  - e. The proposed vested property right meets all applicable Town regulations and standards.
2. It shall be the burden of the applicant to demonstrate that submittal material and the Proposed

### **ANALYSIS**

As it relates to understanding how both concurrent major PUD amendment applications relate staff will explain the following possibilities:

- If this application is approved by the town, and the concurrent major PUD is not approved, then the existing PUD will remain active until December of 2024.
- If this application is not approved, and the concurrent major PUD is approved, then the concurrent major PUD amendment will receive a vesting period of 3 years from the date of approval unless requested to be something more than three years.
- If this application is approved and the concurrent major PUD amendment is also approved then the extension remains in effect until such time the major PUD amendment documents are executed and then the major PUD amendment would supersede the extension.
- If this application is not approved, and the concurrent major PUD amendment is not approved, then the PUD will expire on December 8, 2022. The platting and density would remain the same. There may be an associated action to be taken by the Town subject to the development agreement and/or the CDC regulations.

Notwithstanding, this application must be evaluated based upon the criteria for decision listed above.

### **STAFF RECOMMENDATION**

Staff recommends that the DRB evaluate the request against the criteria provided. This would constitute the 3<sup>rd</sup> PUD extension request for this property.

If the DRB recommends Town Council approve to extend the PUD, staff recommends the following motion:

*“I move to recommend the Town Council approve a third major PUD amendment for Lot 109R to extend the PUD Agreement and the associated vested property rights a period of one year, expiring on December 8, 2024.”*

If the DRB does not recommend an extension to Town Council of the PUD, staff has provided the following motion

*“I move to recommend denial to the Town Council of the third major PUD amendment for Lot 109R and request staff to prepare a denial resolution with the following findings*

*[state findings here].”*

Tiara Telluride, LLC  
450 S. Old Dixie Hwy., Suite 8-9  
Jupiter, FL 33458

July 21, 2022

MV Colorado Development Partners, LLC, a Texas limited liability company (“**MV Colorado**”) secured certain approvals (“**2010-2011 Town Approvals**” or the “**PUD**”) by the Town of Mountain Village (“**Town**”), authorizing MV Colorado or its successor in interest, now Tiara Telluride, LLC, a Colorado limited liability company (“**Owner**”) to pursue a mixed use development project (“**Project**”) on Lot 109R, Town of Mountain Village (the “**Property**”). The documents reflecting the 2010-2011 Town Approval include, without limitation, the following documents:

1. Town Council Resolution Number 2010-1208-31 (the “**PUD Approval**”) adopted on December 8, 2010, and recorded December 8, 2010 under Reception Number 415339 in the office of the Clerk and Recorder for San Miguel County (“**Clerk’s Office**”);
2. Replat recorded on March 18, 2011 in Plat Book 1 at Page 4455, Reception Number 416994 in the Clerk’s Office (the “**Replat**”);
3. Development Agreement Lot 109R, Town of Mountain Village, Planned Unit Development (“**Development Agreement**”) recorded on March 18, 2011 under Reception No. 416997, as amended by the First Amendment to the Development Agreement recorded on August 5, 2015 under Reception No. 438754 (“**First Amendment to Development Agreement**”), and by the Second Amendment to the Development Agreement recorded on December 21, 2020 under Reception No. 467310 (“**Second Amendment to Development Agreement**”), all in the Clerk’s Office; and
4. Final PUD Plan.

We have submitted documents relating to the 2010-2011 Town Approval pursuant to the ePlans submittal process.

The 2010-2011 Town Approvals were initially granted a vesting period expiring December 8, 2015 (“**Town Approval Vesting Expiration Date**”), at which time they would expire unless Owner has either: (a) obtained a building permit and commenced construction of the Project Condominium; or (b) applied for and obtained an approval to extend the vesting period of the Vested Property Right. The First Amendment extended the vesting period for an additional five (5) years through December 8, 2020. The Second Amendment to Development Agreement extended the term of the Vested Property Right for an additional two (2) years through December 8, 2022.

### **Third Major PUD Extension Application**

This Major PUD Amendment Application (“**Third Major PUD Extension Application**”) is being submitted by Owner to amend the 2010-2011 Town Approvals for the purpose of further extending the Town Approvals Expiration Date from December 8, 2022 to December 8, 2024 for the reasons set forth herein.

**The Project Contemplated in the 2010-2011 Town Approvals**

The Project as reflected in the 2010-2011 Town Approvals allowed for the following uses and densities in a building allowed to be constructed up to a maximum height of 88'-9" and a maximum average height of 65'-2.9" with a total of approximately 270,000 sf of buildable space. The project includes a sizeable hotel component.

	<b>Approved Density/Commercial SF</b>		
	<b># Units</b>	<b>Density Per</b>	<b>Total Density</b>
Efficiency Lodge Units	66	.5	33
Lodge Units	38	.75	28.5
Unrestricted Condominium Units	20	3	60
Employee Apartment	1	3	3
Commercial SF	20,164		
<b>Total Density</b>			<b>124.5</b>

The Project is required to include 48 parking spaces to be conveyed to the Town, public restrooms, plaza improvements, conference facilities, improvements to the Westermere Breezeway, and a \$996,288 cash contribution toward Town public purposes to be made.

**Concurrent MPUD and Design Review Applications**

At the time Owner purchased the Property it intended to build the Project in accordance with the 2010-2011 Town Approval. However, after conversations with Town and town staff, Owner decided to come up with new designs in order to provide the Town with additional requested public benefits and to improve circulation through the village core. Accordingly, Owner desires to make certain changes to the Project as outlined in Owner’s Lot 109R Major PUD Amendment Application and Design Review Process Application, deemed by the Town to be complete on April 4, 2022 (the “**Concurrent MPUD and Design Review Applications**”), including increasing the total number of dedicated Hotel Rooms from 40 to 50, all held in common ownership with the Hotel Facilities Unit and not as a condominium-hotel, increasing the on-site employee housing from one employee apartment to 2 employee apartments and 18 employee dorms housing three residents each, together with employee amenity space, and such other modifications as are set forth in the Concurrent MPUD and Design Review Applications. As of the date of this Third Major PUD Extension Application, Owner has worked extensively with Town staff and referral agencies and in response to public and staff and referral agency comments has refined the proposals and plans submitted as part of the Concurrent MPUD and Design Review Applications and achieved modifications to the 2010-2011 Town Approvals responsive to Owner’s goals as set forth in the

Concurrent MPUD and Design Review Applications and satisfactory to the Town. Owner is committed to continuing to work diligently and in good faith toward such end.

In the event the Concurrent MPUD and Design Review Applications and the changes to the Project as outlined therein are not ultimately approved by the Town, Owner desires to proceed with the development of the Property as a resort/hotel project consistent with the 2010-2011 Town Approvals. However, as noted above, pursuant to Section 12.16 of the Development Agreement as amended by the First Amendment to Development Agreement and Second Amendment to Development Agreement, the 2010-2011 Town Approvals will expire (except that the Replat and the density assigned to the Property shall remain in place) as of December 8, 2022 unless, by such date, Owner has either (a) obtained a building permit and commenced construction of the Project; or (b) applied for and obtained an approval the extend the term of the term of the Development Agreement and the vesting period of the 2010-2011 Town Approvals. In the event the 2010-2011 Town Approvals were to expire, prior to any use and development of the Property, the Owner would be required to reapply for and obtain necessary approvals of applications for rezoning, PUD, waivers/exceptions and design review approval for any project contemplated for the Property, which would be reviewed in accordance with CDC in place at the time of the submission of any such application.

This would require the whole process of obtaining all approvals for the development of the property to start all over again. In the event that were to occur, much confusion and uncertainty regarding the status of the Property and the Project in terms of uses, allowable mass/scale, etc. would occur, significant delays in the development of the Project would result, and changes and anticipated changes in economic cycles and market conditions would further place any contemplated development of the Property into question as well as the value and marketability of the Property. **As a result, the period during which the Property would remain un-landscaped, vacant ground improved only with the currently existing 22 parking spaces would be prolonged and the Town would continue to be denied the community benefits contemplated by the 2010-2011 Town Approvals, including, but not limited to, the hotbeds to be provided consistent with the Comprehensive Plan, the 48 parking spaces to be conveyed to the Town, public restrooms, plaza improvements, conference facilities, the improvements to the Westermere Breezeway, and the \$996,288 cash contribution toward Town public purposes.** All the work invested by the Town and MV Colorado in connection with the 2010-2011 Town Approvals and all the work invested by the Town and Owner in connection with the Concurrent MPUD and Design Review Applications and related notices and hearings will have been wasted.

**In the event the Concurrent MPUD and Design Review Applications are not ultimately approved by the Town, Owner will prepare and submit construction drawings for and build the Project as approved in the 2010-2011 Town Approvals.** However, it is not clear that, following the significant devotion of time and resources by Owner to the Concurrent MPUD and Design Review Applications, and considering the other applications being considered by the Town at this time and in the coming months, it will be practicable to actually pull a building permit for the Project and commence construction of the Project as contemplated by the 2010-2011 Town Approvals before the 2010-2011 Town Approvals expire on December 8, 2022.



In order to enable Owner to continue to work with the Town and spend more resources to further develop and refine the proposals set forth in the April 2022 MPUD and Design Review Applications and, in the event the Project modified as contemplated therein is not approved by the Town, in order to obtain a building permit and commence construction on the Project as contemplated by the 2010-2011 Town Approvals before such approvals expire, Owner desires to extend the Town Approval Vesting Expiration Date by two years to December 8, 2024 and has submitted this Third Major PUD Extension Application toward that end. While this Third Major PUD Extension Application is going through the MPUD review, notice and hearing process, Owner will concurrently continue to work with the Town pursuant the MPUD approval process with respect to the Concurrent MPUD and Design Review Applications. In the event the Concurrent MPUD and Design Review Applications are approved and this Third Major PUD Extension Application has not, at such time, been approved then Owner will withdraw this Third Major PUD Extension Application. In the event this Third Major PUD Extension Application is approved and then the Concurrent MPUD and Design Review Applications are approved, those approvals will supersede and replace the 2010-2011 Town Approvals as the vesting period for same would then have been extended pursuant to this Third Major PUD Extension Application. In the event the Concurrent MPUD and Design Review Applications are not approved, Owner will proceed with the construction of the Project as contemplated in the 2010-2011 Town Approvals.

### **Criteria for Approval**

This Third Major PUD Extension Application meets the PUD criteria for decision contained in Section 17.4.12.E of the Town of Mountain Village Community Development Code (the “CDC”) in that the PUD, the vesting period for which is proposed to be extended:

1. Such PUD is in general conformity with the policies, principles and standards set forth in the Mountain Village Comprehensive Plan;
  - a. The PUD requires 40 hotbed units in efficiency lodge units that must remain with the hotel property owner subject 10 specific condo-hotel regulations, which will increase the hotbed base.
  - b. The projects additional 26 efficiency lodge units, 38 lodge units and 20 condominium units above the 40 required efficiency lodge units that will further infuse vibrancy, activity and vitality to the Village Center.
  - c. The infill development will provide a restaurant and limited commercial space that will help revitalize the North Village Center area.
2. Such PUD is consistent with the underlying zoning designations on the property or to be applied to the property because, without limitation:
  - a. The uses are permitted in the Village Center Zone District.
  - b. The PUD the vesting period for which is proposed to be extended complies with the zoning designations for the Property established by the 2010-2011 Town Approvals including the density limitation, platted open space requirements, building height, and lot coverage requirements outlined in the CDC.
  - c. The development is consistent with the Development Agreement.
3. The development proposed for the PUD represents a creative approach to the development, use of land and related facilities to produce a better development than would otherwise be

possible and will provide amenities for residents of the PUD and the public in general because, without limitation:

- a. The extension of the vesting period for the PUD will allow for the creative development of a hotbed project that would not be possible without the variances granted under the Development Agreement.
  - b. The project will provide improved plaza areas, public parking. Pedestrian connectivity, conference space, commercial development and other amenities.
  - c. The density allowed under the Development Agreement has been transferred to the Property and can only be creatively fit on the site through the variances granted by the Town through the Development Agreement.
  - d. The Town received Lot 644 in the Meadows in exchange for land conveyed to Owner's predecessor in interest, MV Colorado, that is now included in the Property, thus, both the Town and the Applicant have received creative benefits that cannot be extinguished.
4. Such PUD is consistent with and furthers the PUD purposes and intent because, without limitation:
- a. It will allow for flexibility, creativity and innovation in land use planning and project design.
  - b. The original PUD public benefits will continue to be provided.
  - c. The amendment furthers the land use principles of the Comprehensive Plan.
  - d. Efficient land use is being encouraged through a infill development that is consistent with the Comprehensive Plan.
  - e. The development continues to allow for integrated planning for the Village Center, Lot 109R and surrounding development in order to achieve the PUD purposes.
5. Such PUD meets the PUD general standards contained in CDC Section 17.4.12(I), including but not limited to the authority to initiate a PUD amendment, landscaping and buffering and adequate infrastructure.
6. Such PUD will continue to provide adequate community benefits, such as public parking, mitigation payments and 40 deed restricted hotbed units subject to specific condo-hotel regulations;
7. Adequate public facilities and services are or will be available to serve the intended land uses because, without limitation:
- a. Police protection and water and sewer services will be provided by the Town.
  - b. Fire protection will be provided by the Telluride Fire Protection District.
8. Such PUD will not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion.
9. Such PUD meets all applicable Town regulations and standards except for the variations allowed by the Development Agreement.

This Third Major PUD Extension Application meets the criteria for the creation of a vested property right contained in CDC Section 17.4.17.D.1 as follows:

1. An extension of the vested property right created by the 2010-2011 Town Approvals is warranted in light of relevant circumstances, such as the size and phasing of the

development, economic cycles and market conditions because allowing the 2010-2011 Town Approvals to expire on December 8, 2022 would:

- a. Create much confusion and uncertainty regarding the status of the Property and the Project in terms of uses, allowable mass/scale, etc.
  - b. Result in the loss of the momentum to get the Property developed consistent with Town approvals.
  - c. Result in significant delays in the development of the Project, and changes and anticipated changes in economic cycles and market conditions would further throw any contemplated development of the Property into question as well as the value and marketability of the Property. The neighbors to the Property, the Town, and its other residents would also be impacted by such uncertainties.
  - d. Leave the Property as remain un-landscaped, vacant ground improved only with the currently existing 22 parking spaces. The Town would continue to be denied the community benefits contemplated by the 2010-2011 Town Approvals, including, but not limited to, the hotbeds to be provided consistent with the Comprehensive Plan, the 48 parking spaces to be conveyed to the Town, public restrooms, plaza improvements, conference facilities, the improvements to the Westermere Breezeway, and the \$996,288 cash contribution toward Town public purposes to be made.
2. The PUD is consistent with public health, safety and welfare as the Project was approved by the Town in 2010 and 2011 with the 2010-2011 Town Approvals and as was again approved by the Town when, in 2015 and 2020, the vesting period of such site specific development plan was extended;
  3. The site-specific development plan provides for the construction and financing of improvements and facilities needed to support the proposed development including the following which are currently required by the 2010-2011 Town Approvals:
    - a. Hotbeds consistent with the Comprehensive Plan.
    - b. 48 parking spaces to be conveyed to the Town.
    - c. Public restrooms, plaza improvements, and conference facilities.
    - d. Improvements to the Westermere Breezeway.
    - e. The \$996,288 cash contribution toward Town public purposes.
  4. The site-specific development plan meets the criteria for decision for concurrent, required development application(s) because in this case there are no concurrent, required development application(s), all other required approvals having already been granted as part of the 2010-2011 Town Approvals.
  5. The vested property right created by the PUD to be extended meets all applicable Town regulations and standards as determined by the Town when the Project was approved by the Town in 2010 and 2011 with the 2010-2011 Town Approvals and as was again approved by the Town when, in 2015 and 2020, the vesting period of such site specific development plan was extended. The proposal meets the PUD general standards contained in CDC Section 17.4.12(I), including but not limited to the authority to initiate a PUD amendment, landscaping and buffering and adequate infrastructure.

Respectfully Submitted,

Tiara Telluride, LLC,  
A Colorado limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT  
Lot 109R, Town of Mountain Village, Planned Unit Development**

**THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT** (“**Amendment**”), made effective as of \_\_\_\_\_, 2020 (“**Effective Date**”), is made by and between Town of Mountain Village, a Colorado Home Rule Municipality and Political Subdivision of the State of Colorado (“**Town**”) and Tiara Telluride, LLC, a Colorado limited liability company or its successor in interest (“**Owner**”). Town and Owner are sometimes each individually referred to as a “**Party**” and sometimes collectively as the “**Parties**”. The Parties agree as follows:

1. The Parties entered into that certain Development Agreement Lot 109R, Town of Mountain Village, Planned Unit Development (“**Development Agreement**”) recorded on March 18, 2011 under Reception No. 416997, as amended by the First Amendment to the Development Agreement recorded on August 5, 2015 under Reception No. 438754 (“**First Amendment to Development Agreement**”), and by the Second Amendment to the Development Agreement recorded on December 21, 2020 under Reception No. 467310 (“**Second Amendment to Development Agreement**”), all in the office of the Clerk and Recorder for San Miguel County (the “**Clerk’s Office**”).

2. Owner is the current fee simple owner of certain real property described as Lot 109R, Town of Mountain Village as further described on the plat recorded on March 18, 2011 in Plat Book 1 at Page 4455, Reception Number 416994 in the Clerk’s Office (“**Property**”).

3. The Town Council approved a PUD development for the Property (“**PUD Approval**”) evidenced by Town Council Resolution Number 2010-1208-31 adopted on December 8, 2010, and recorded December 8, 2010 under Reception Number 415339 in the Clerk’s Office. The PUD Approval was valid through December 8, 2015, was subsequently extended to December 8, 2020, and then was further extended to December 8, 2022.

4. The PUD Approval and the Development Agreement evidenced the granting and creation of a vested property right for a site-specific development plan for the Property for a period of five (5) years that was valid until December 8, 2015 (“**Vested Property Right**”). The First Amendment to Development Agreement extended the term of the Vested Property Right for an additional five (5) years through December 8, 2020. The Second Amendment to Development Agreement extended the term of the Vested Property Right for an additional two (2) years through December 8, 2022.

5. *[In 2013 the Land Use Ordinance adopted by the Town of Mountain Village and referenced in the Development Agreement and PUD Approval was replaced with the Mountain Village Municipal Code Title 17 Community Development Code, adopted by the Town of Mountain Village by Ordinance No. 2013-01 (as amended, the “**CDC**”). In connection therewith, the Design Regulations adopted by the Town of Mountain Village and referenced in the Development Agreement and PUD Approval was replaced with the design regulations set forth in Section 17.5 of the CDC (the “**Design Regulations**”).]*

6. The Owner submitted its development application (“**PUD Extension Application**”) seeking Town approval to extend the PUD Approval and the Vested Property Right until December 8, 2024.

7. The PUD Extension Application was reviewed and approved by the Town, evidenced by a certain Town Council Ordinance \_\_\_\_\_, recorded in Reception No. \_\_\_\_\_ (“**Town PUD Extension Ordinance**”).

8. Pursuant to the Town PUD Extension Ordinance, the Vested Property Right is extended to December 8, 2024.

9. The Parties wish to modify portions of the Development Agreement in the manner provided for in this Amendment consistent with the Town PUD Extension Ordinance.

10. Section 12.16 of the Development Agreement is amended and restated to read as follows

12.16. **Term of Agreement.** This Agreement and the Town Approvals as they relate to the Applications, except for the Replat, shall expire as of December 8, 2024 unless Owner has either: (a) obtained a building permit and commenced construction of the Project Condominium; or (b) applied for and obtained an approval to extend this Agreement and the Town Approvals. If construction has not timely commenced or an extension not obtained prior to December 8, 2024, the Town Approvals shall expire, except that the Replat and the density assigned to the Property shall remain in place, but prior to any use and development of the Property, the Owner of the Property must reapply for and obtain necessary approvals of applications for rezoning, PUD, waivers/variations and design review approval for any project contemplated for the Property, which will be processed in accordance with [CDC] and Design Regulations in place at the time of the submission of any such application.

11. The Vested Property Right is extended to December 8, 2024.

12. In the event that any terms, conditions and provisions contained in this Amendment are inconsistent with or otherwise in conflict with any terms, conditions and provisions contained in the Development Agreement and/or any amendments thereto, the terms, conditions and provisions contained in this Amendment shall control.

13. No other amendments, modifications or alterations to the Development Agreement, other than the amendments specifically stated herein, are contemplated or made by the execution of this Amendment. All other terms, conditions, provisions, rights, duties and benefits stated in the Development Agreement shall continue in full force and effect.

14. This Amendment may be executed in multiple counterparts or by legible facsimile copy, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument. The facsimile transmission or scanned/mailed of a signed copy of this Amendment shall be considered valid and constitute a signed original.

**IN WITNESS THEREOF**, the Parties have executed this Agreement intending that it become effective as of the Effective Date.

**TOWN:**

Town of Mountain Village, a Colorado  
Home Rule Municipality and Political  
Subdivision of the State of Colorado

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Attest: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Paul Wisor, Town Manager

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

Acknowledged, subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2022 by  
\_\_\_\_\_ as the \_\_\_\_\_ of The Town of Mountain  
Village.

Witness my hand and official seal.

\_\_\_\_\_ My commission expires: \_\_\_\_\_.  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

Acknowledged, subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2022 Paul Wisor  
as the Town Manager of The Town of Mountain Village.

Witness my hand and official seal.

\_\_\_\_\_ My commission expires: \_\_\_\_\_.  
Notary Public

**OWNER:**

Tiara Telluride, LLC,  
a Colorado limited liability company

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

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_ )

)ss

County of \_\_\_\_\_ )

Subscribed to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022 by  
\_\_\_\_\_ as \_\_\_\_\_ of Tiara  
Telluride, LLC, a Colorado limited liability company.

Witness my hand and official seal.

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

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



415339  
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SAN MIGUEL COUNTY, CO  
PEGGY NERLIN CLERK-RECORDER  
12-10-2010 10:29 AM Recording Fee \$56.00

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF MOUNTAIN VILLAGE,  
MOUNTAIN VILLAGE, COLORADO  
APPROVAL OF FINAL PLANNED UNIT DEVELOPMENT APPLICATION  
MOUNTAIN VILLAGE HOTEL PLANNED UNIT DEVELOPMENT**

**Resolution No. 2010-1208-31**

**WHEREAS**, MV Development Partners, LLC, a Texas limited liability company ("Applicant") is the owner of record of certain real property described as Lots 73-76R, Lot 109, Lot 110 and Lot 89-A ("Applicant Property");

**WHEREAS**, the Town of Mountain Village ("Town") is the owner of certain unimproved property known as OS-3-BR-1 ("Town Property");

**WHEREAS**, the Applicant Property and the Town Property are collectively referred to herein as the "Property";

**WHEREAS**, the Town authorized the Applicant to include a portion of the Town Property with the Applicant Property in an application seeking (1) Final Planned Unit Development ("PUD") Plan pursuant to Section 4-6 of the Mountain Village Land Use Ordinance ("LUO"), (2) replat, rezone and density transfer pursuant to Sections 4-4 and 4-5 of the LUO; and (3) a site specific development plan and associated vested property rights pursuant to Article 6 of the LUO ("Application");

**WHEREAS**, the Application includes the following variations/waivers pursuant to the PUD process:

1. Variation/waiver to LUO Section 2-416 to allow Lot 109 and 110, Building Footprint Lots, to expand by more than 25%.
2. Variation/waiver to LUO Section 4-308-9 to allow an increase in maximum to 88' - 9" and maximum average height of 65' - 2.9".
3. Variation/waiver to LUO Section 4-308-2 to allow for permitted uses (parking, pedestrian paths, etc. as shown in plans) in Active Open Space as shown on the Final PUD Plans to be approved pursuant to the PUD process and not the special use permit process.
4. Variation/waiver to LUO Section 4-308-2(f) to allow for conference and meeting space on the plaza level.
5. Variation/waiver to LUO Section 4-308-2 to allow for permitted uses (parking, pedestrian paths, etc. as shown in plans) in Active Open Space to be approved pursuant to the PUD process and not the special use permit process.
6. Variation/waiver to LUO Section 2-466 to allow for the proposed lock-off unit configuration as shown in the Final PUD Plans.
7. Variation/waiver to LUO Section 4-609-5 to extend the PUD vesting period from three (3) to five (5) years.

8. Variation/waiver to LUO Section 9-13 through 9-16 to allow for the "festoon" lights over the plaza area.

**WHEREAS**, the Application includes the following specific approvals pursuant to the PUD process:

1. Specific approval from the Town Council to allow residential occupancy on the plaza level for an Employee Housing Condominium (LUO Section 4-308-4).
2. Specific approval from the DRB to allow tandem parking to be included as required parking (Design Regulations Section 7-306-2).
3. Specific approval from the DRB to allow for modification of the tile roofing material, not design (Design Regulations Section 8-211-5).
4. Specific approval from the DRB to allow for 2:12 roof pitch (Design Regulations Section 8-202)

**WHEREAS**, the duly recorded plats of the Property designates the following land uses and density:

**Table 1 - DESIGNATED EXISTING LAND USE FOR THE PROPERTY:**

Lot	Acres	Zone District	Zoning Designation	Units	Density Per Unit	Total Density
73-76R	.141	Village Center	Condo	12	3	36
			Commercial			
			Employee Condo	1	3	3
109	.092	Village Center	Condo	8	3	24
			Commercial			
110	.077	Village Center	Condo	6	3	18
			Commercial			
89A	.020	Village Center	Commercial			
OS3-BR-1	2.489	Open Space	Active Open Space			
Total				27		81

**WHEREAS**, the Applicant proposes a certain Rezoning and Density Transfer for the Property as a part of the Application as follows:

**Table 2 - PROPOSED ZONING/LAND USES/DENSITY FOR THE PROPERTY:**

<b>Approved Density/Commercial SF</b>				
	<b># Units</b>	<b>Density Per</b>	<b>Total Density</b>	<b>Density Transfer</b>
Efficiency Lodge Units	66	.5	33	
Lodge Units	38	.75	28.5	
Unrestricted Condominium Units	20	3	60	
Employee Apartment	1	3	3	
Commercial SF	20,164			
	<b>Total Density</b>		<b>124.5</b>	
				<b>43.5</b>

**WHEREAS**, the Applicant is proposing to transfer 43.5 units owned by the Applicant from the Density Bank as a part of the Application;

**WHEREAS**, the Applicant is proposing to replat the Property into two lots - Lot 109R and Tract OS-3BR-2 ("Replat"), with the Applicant retaining Lot 109 and the Town retaining OS-3-BR-2

**WHEREAS**, the Applicant Property contains 14,374.8 sq. ft.;

**WHEREAS**, the Replat shall include 21,562.2 sq. ft. of the Town Property ("Contributed Town Property") with the Applicant Property creating Lot 109 that contains 35,928 sq. ft.;

**WHEREAS**, Lot 109R will contain 0.825 acre and Tract OS-3BR-2 contains 1.969 acre;

**WHEREAS**, The Town authorized the Applicant to include the Contributed Town Property in the Application provided that Applicant transfers and conveys replacement property, which property has been deemed acceptable to the Town (the "Replacement Town Property"), alternatively, in lieu of the conveyance of the Replacement Town Property, the Applicant and Town may agree to the payment of cash or other consideration deemed acceptable to the Town ("**Replacement Town Property Payment**") on mutually acceptable terms and conditions;

**WHEREAS**, the Town Council elected to receive Lot 644 as Replacement Town Property in lieu of the Replacement Town Property Payment; -;

**WHEREAS**, the Applicant is proposing to rezone the new Lot 109R to "Village Center" subject to the applicable provisions of the LUO with the density outlined in Table 2. The Official Zoning Map for the Town of Mountain Village will be amended to show Lot 109 with

the "Village Center" zoning designation upon recordation of this resolution, the Replat, and the Lot 109 Town of Mountain Village, Planned Unit Development;

**WHEREAS**, the Applicant is proposing to rezone the new tract OS-3BR-2 as "Active Open Space" subject to the applicable provisions of the LUO. The Official Zoning Map for the Town of Mountain Village will be amended to show OS-3BR-2 with the Active Open Space zoning designation;

**WHEREAS**, the Application has been reviewed and considered by the Town in accordance with applicable law, including but not limited to, the LUO and Design Regulations;

**WHEREAS**, at a duly noticed and conducted public hearing on October 28, 2010, the DRB recommended to the Town Council that the Application for Conceptual PUD Plan be approved with conditions pursuant to LUO Section 4-606;

**WHEREAS**, at a duly noticed and conducted public hearing on March 11, 2010, the Town Council granted Conceptual PUD Plan approval to the Application pursuant to LUO Section 4-606;

**WHEREAS**, at a duly noticed and conducted public hearings held on June 24, 2010 and again on July 22, 2010, the DRB granted Sketch PUD Plan approval to the Application pursuant to LUO Section 4-607;

**WHEREAS**, at a duly noticed and conducted public hearing on October 28, 2010, the DRB recommended to the Town Council that the Application for Final PUD Plan be approved pursuant to LUO Section 4-608 as well as other components of the Application;

**WHEREAS**, at a duly noticed and conducted public hearing on December 8<sup>th</sup> 2010, the Town Council granted Final PUD Plan approval to the Application pursuant to LUO Section 4-609 as well as other components of the Application, including, specifically and without limitation, the request for Extended Vesting Rights;

**WHEREAS**, after conducting the respective public hearings, receiving evidence and taking testimony and comment thereon, the DRB and the Town Council respectively found that: (i) the Property achieves one (1) or more of the applicable purposes listed in Section 4-616 of the LUO, and (ii) the resulting development will be consistent with the provisions of Section 4-617 of the LUO;

**WHEREAS**, the public hearings referred to above 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 Daily Planet* and by mailing of public notice to property owners located within one hundred and fifty feet (150') of the Property, as required by the LUO;

**WHEREAS**, the Applicant has now met all requirements for: (1) Final PUD approval and has addressed all conditions of Final PUD approval as set forth by the DRB and Town Council, except as provided herein; and (2) final approval for the components of the Application

relating to the Replat, Rezone, Density Transfer, variations/waivers and Extended Vesting Rights;

**WHEREAS**, after the public hearings referred to above, the DRB and the Town Council each individually considered the Application submittal materials, and all other relevant materials, public letters and public testimony, and found as follows: (1) the PUD complies with all LUO and Town of Mountain Village Design Regulations ("Design Regulations") provisions applicable to the Property; (2) the PUD achieves one or more of the applicable community purposes/benefits listed in LUO Section 4-616; and, (3) the PUD is consistent with and substantially complies with the applicable review standards and requirements listed in LUO Section 4-617;

**WHEREAS**, the Applicant has met all requirements for Final PUD Plan approval under LUO Section 4-6 and the Design Regulations, and has addressed, or agreed to address, all conditions of Final PUD Plan approval imposed by Town Council based upon a recommendation for approval by the DRB;

**WHEREAS**, the Applicant has specifically complied with Section 4-616, Community Purposes, in the following manner:

4-616-2 Development of, or a contribution to the Development of either: (i) public facilities, such as public parking and transportation facilities, public recreation facilities, public cultural facilities, and other public facilities; or (ii) public benefits as either may be identified by the DRB or the Town Council. The public facilities or source of the public benefits may be located within or outside of the PUD but shall be public facilities or public benefits that meet the needs not only of the PUD residents or property owners, but also of other residents, property owners and visitors of the Town.

The Applicant shall provide the following public benefits, the provision of which shall be a condition of this Resolution:

- A. The Applicant shall provide at least forty dedicated hotel rooms according to the terms and conditions of the Development Agreement.
- B. The Applicant shall require that the Project shall be either: (i) operated and managed by, and/or (ii) franchised as an internationally or nationally recognized full service hotel operator/brand (as applicable) with significant experience in full service operations with existing broad marketing distribution capabilities ("Hotel Operator") for the life of the Project according to the terms and conditions of the Development Agreement Section 7.2.1.B of the Development Agreement shall provide for mediation between the parties in the event the Applicant and the Town are unable to agree on a Hotel Operator and shall further provide that the approved Hotel Operator shall have programs in place that demonstrate broad market exposure.
- C. The Applicant shall impose a hotel operator, hotel amenities, services and facilities covenant, enforceable by the Town, on the Property according to the terms and conditions of the Development Agreement.
- D. The Applicant shall impose a covenant on the Property requiring all purchase contracts concerning the initial sale of Lodge and Efficiency Lodge Units that require a buyer to

select a standard furniture package developed by the Hotel Operator and the price for purchasing the unit shall include the cost of the furniture package and such covenant may not be waived by the parties.

- E. The Applicant shall provide for an employee housing mitigation payment to the Town in the sum of \$996,288 ("Mitigation Payment"), which shall be payable simultaneously with the issuance of the initial building permit, excluding a standalone excavation permit for the Project. The Town may use the Mitigation Payment for any public purpose as determined by the Town, which may include, but shall not be limited to, employee housing, transportation or trash facility relocation, provided that not less than 60% of the Mitigation Payment shall be used for employee housing purposes. On the second anniversary of the initial Certificate of Occupancy for the Project, Owner shall provide a certified statement indicating the actual number of full time equivalent employees employed at the Project. The certified statement shall confirm to the Town the number of full time equivalent employees based upon time cards, income tax reporting and such other and similar employment records, which shall be reviewed, evaluated, discussed and otherwise held in a confidential manner by the Town. As a further offset to employee housing needs generated by the Project, Owner shall pay the Town a one time payment of \$4,018.52 for each full time equivalent employee averaged over the two year period dating from the issuance of the initial Certificate of Occupancy for the Project in excess of the 90 full time equivalent employees estimated by the Owner ("One Time Payment"). The payment shall be due on the date that is the thirty month anniversary of the initial Certificate of Occupancy for the Project. In the event that the certified statement indicates that the Project is employing less than the anticipated 90 full time equivalent employees, the Town shall not be required to refund any portion of the Mitigation Payment to Owner. The Owner may propose to mitigate any added employees by providing on-site or off site employee units as an alternative to the One Time Payment.
- F. Employee Housing Unit. The Employee Housing Restriction on one Unit in the Project is considered a public benefit and shall specifically provide that the Employee Housing Restriction does not terminate in the event of a foreclosure on such unit.
- G. Owner shall construct and make available to the general public, for at least 16 hours per day, 365 days per year, restrooms in the Project reflected in the Final PUD Plans that are accessible from the plaza and associated easements, without cost to the Town according to the terms and conditions of the Development Agreement. The Town and Owner shall meet and confer to establish opening times, which may vary seasonally.
- H. Owner shall construct certain "Plaza Improvements" reflected in the Final PUD Plans and shall maintain such Plaza Improvements according to the terms and conditions of the Development Agreement.
- I. The Owner shall construct, and convey to the Town 48 parking spaces in the project according to the terms and conditions of the Development Agreement. Following conveyance of the 48 parking spaces, the Town may elect, in its sole and absolute discretion, to sell, lease, or further convey the 48 parking spaces. The Owner will improve the Westermere Breezeway and the associated path through such breezeway in substantial accordance with the Final PUD Plans, provided that the Westermere HOA has provided its written authorization and consent to such work on commercially reasonable terms and conditions and within thirty days following Owner's submission of its request for such authorization. The Owner shall submit the authorization and consent to the Town with its application for the building permit. If the Westermere HOA fails to

- provide the authorization and consent in form, content or timeframe contemplated by this Resolution, the Owner shall be fully released from its obligation to improve the façade and the associated walkway as shown on the Final PUD Plans.
- J. The Owner shall construct two conference rooms in the Project in general accordance with the Final PUD Plans, which shall be available for use by owners and guests in the Project and non-owner guests according to the terms and conditions of the Development Agreement.
  - K. In order to utilize the tandem parking spaces shown on the Final PUD Plan, the Owner or condominium association shall provide 24 hour per day valet parking services for the tandem parking spaces by providing attendants who receive, park and return vehicles to owners and guests as further detailed in the Development Agreement.
  - L. The owners association for the Project shall be responsible for removing and/or relocating snow from the south side of upper Mountain Village Boulevard to allow for adequate snow storage for plowing of upper Mountain Village Boulevard.

*The Town Council found that the foregoing proposed Community Benefits satisfy Section 4-616 of the Land Use Ordinance.*

**WHEREAS**, the Applicant has specifically complied with Section 4-617, Review Standards, in the following manner:

(1) The Development proposed for the PUD is generally consistent with the underlying purposes and goals of the LUO and the Design Regulations because, without limitation: (A) it was processed in accordance with the PUD process of the LUO; (B) the project will promote the public health, safety and welfare due to the extensive design review process that assured an appropriate massing that fits within the context of the Village Center while also achieving some envisioned goals of the pending Comprehensive Plan; (C) the project will preserve open space and protect the environment since Active Open Space in the Village Center was always envisioned to be developed by the expansion of footprint lots and the project avoids areas with environmental constraints; (D) the project will enhance and be compatible with the natural beauty of the Town and its surrounding since it will allow for resort development in an area that is currently covered in parking lots and poor vegetation, with the development designed to fit into the context of the site and the Village Center; (F) the project will foster a sense of community because it will provide for more activity and vitality in the Village Center area and provide more hot bed base to the community, with more traffic and activity created for the town as a whole; (G) the project's design will promote good civic design and development because it has been found to meet the Design Regulations and the PUD Regulations for the Town, with numerous public meetings to shape the final design; (H) the project will help to create and preserve an attractive community due to the attention to massing, the stepping of heights, varying wall planes, attractive design, and the modern, high alpine design theme; (I) the project will promote the economic vitality of the town, promote the resort nature and tourism trade of the town and promote property values in the towns due to the hot bed requirements of the PUD, the conference center and by adding more people to the Village Center that support more business and commercial ventures;

(2) The Development proposed for the PUD represents a creative approach to the development and use of land and related physical facilities to produce a better development than would otherwise be possible under the strict application of the requirements of the underlying Zoning Designation, Zone District and Land Use and Density and will provide amenities for residents of the PUD and the public in general. The PUD allows for the creative use of some low quality active open space and the combination of private lots to create a development that provides for a flag hotel site that would not be possible without the PUD process since such process allows for expanding footprint lots, increased heights, unique lock-off combinations, and other variations.

(3) The Development proposed for the PUD is designed to be compatible with the surrounding environment, neighborhood and area relative to, but not limited to, architectural design, scale, bulk, building height, buffer zones, character, and orientation and shall not unreasonably affect existing land uses and the future development of the surrounding neighborhood and area. The Applicant has worked with its consultants, the DRB and the Council to create a high density hot bed development that fits into the high density nature of the Village Center. The buildings bulk, scale, building height, landscaping and architectural design have been shaped to be compatible with surrounding area development. The requested maximum building height is found on only one location, with the roof heights cascading down to the south while stepping in a more linear, albeit lower height to the north and west, with specific attention paid to stepping the building towards Westermere. The building's design also breaks up the mass by extensive roof articulation, wall articulation, color changes, material changes, decks and the large open plaza area to the west.

(4) The landscaping and public spaces proposed for the PUD provides sufficient buffering of uses from one another to minimize adverse impacts and create attractive public spaces consistent with the character of the surrounding environment, neighborhood and area. The project has created a very unique plaza area that will stand out from other plaza areas due to unique paver design, lighting integrated into the pavers, festoon lighting, landscaped planters and commercial facades that are designed to have large glass areas. The building's heavy stone base will provide the vertical walls up from the plaza and create an attractive, high alpine setting. In addition, the plans call for an outdoor dining area which will help create an activity center in the area, which combined with the Westermere and Palmyra retail shops, creates the potential for a very active public place that spills out to the pond. When the pond lots are developed to the south, the whole potential of this area as an attractive, vital place with lots of pedestrian interest should be realized.

(5) The Development proposed for the PUD provides sufficient parking and traffic circulation. The final PUD plans provide for more parking spaces than required by the Design Regulations. Traffic and pedestrian circulation patterns have been extensively analyzed for this project, with the Applicant submitting a traffic analysis that shows good levels of service for the drive intersection.

(6) There is only one phase for this PUD project.



- (7) The PUD is not proposing a rezoning of a single family lot.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council hereby grants the following land use approvals for the Property in accordance with the provisions of the LUO: (1) Final Plan Approval pursuant to Section 4-6 LUO, and (2) replat, rezone and density transfer pursuant to Sections 4-4 and 4-5 of the LUO; with authorization for the Mayor to sign the Resolution, subject to conditions set forth herein, and the requirements of the Development Agreement for the Property in a form substantially similar to the draft development agreement presented at the December 8, 2010 Town Council meeting ("Development Agreement").

Conditions of this Final PUD Plan Approval are as follows:

1. Prior to recording the final plat, the plat shall be revised to show easements for the utilities currently traversing through Lot 109R, with notation thereon or by other legal instrument, allowance for the Applicant to relocate the easements in accordance with the composite utility plan that is a part of the building permit application.
2. The Applicant shall provide the Replacement Town Property or payment in lieu as set forth herein in accordance with the terms and conditions of the Development Agreement.
3. The Applicant shall provide all public benefits as set forth herein and in accordance with the terms and conditions of the Development Agreement.
4. Such other terms and conditions as set forth in the Development Agreement.
5. All representations of the Applicant, whether within the submittal or at the DRB hearing, are conditions of this approval.
6. Per Section 2-1307 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.
7. The landscaping plan shall be revised to include a requirement to salvage existing trees located on the Property to the extent practical.
8. The Development Agreement shall contain a mediation clause for the purpose of resolving any issues that may arise as a result of the design or construction of the public benefits.
9. The Development Agreement shall contain a clause that requires the Applicant to submit a report to the Community Development Department, with a copy to Town Council, demonstrating how its construction plans for the project have been prepared to insure that the required public benefits have been designed to achieve applicable construction standards and requirements and will function and operate in a manner that is consistent with the customary goals and objectives for which the public benefit was accepted by the Town. The report and plans will be reviewed by the Community Development Department to determine compliance with this requirement. In the event that the Community Development Department determines that the report fails to adequately demonstrate compliance, the matter shall be referred to the Town Council for further review and appropriate action.

**BE IT FURTHER RESOLVED** that pursuant to Section 3-511 the Town Council has received a draft of the Development Agreement. The Town Council authorizes the Mayor to


appoint a committee consisting of the Mayor and one or more Town Councilors, who shall, in consultation with the Town Manager, legal counsel and the Director of Community Development, finalize and authorize the Mayor to execute the Development Agreement consistent with the terms and conditions of this Resolution No. 2010-1208-31

**BE IT FURTHER RESOLVED** that the approval of the Final PUD Plan for the Property as set forth in this Resolution constitutes a Site Specific Development Plan and upon appropriate publication shall create a vested property right for an extended vesting period of five years pursuant to C.R.S. § 24-68-101-106 and Article 6 of the LUO.


**BE IT FURTHER RESOLVED** that the Property may be developed as submitted in accordance with this Resolution, the Development Agreement and the applicable provisions of the LUO and the Design Guidelines.

APPROVED by the Town Council at a public meeting held on December 8, 2010.

TOWN OF MOUNTAIN VILLAGE, TOWN COUNCIL

By:  Robert Delves  
2010.12.09  
16:24:36 -07'00'  
Robert H. Delves , Mayor

Attest:

By:  Kim Montgomery  
2010.12.09 16:25:12  
-07'00'  
Kim Montgomery, Town Clerk

**TITLE INSURANCE COMPANY CERTIFICATION**

The undersigned, being a duly authorized agent for Fidelity National Title Company ("Title Company") states as follows:

- 1. The Title Company is a licensed Colorado Title Insurance Company.
- 2. The Title Company has prepared and issued its title commitment captioned 698-FO354646-398-SDI, Amendment No. 1 ("**Title Commitment**").
- 3. The Title Commitment is being prepared and issued in connection with the execution and recordation of a certain "**Replat**" for Lot 109R and Tract OS-3BR-2, Town of Mountain Village, San Miguel County, Colorado according to the Replat entitled "*Replat of Lot 109R and Tract OS-3BR-2.*"
- 4. Title Company does hereby certifies that the Title Company:
  - a. Has examined title to the said Lot 109R and Tract OS-3BR-2;
  - b. Has determined that title to Lot 109R is vested in the name of MV Colorado Development Partners, LLC, a Texas limited liability company;
  - c. Has determined that title to Tract OS-3BR-2 is vested in the name of The Town of Mountain Village, a Colorado Home Rule Municipality and Political Subdivision of the State of Colorado;
  - d. Has determined that title to Lot 109R is free and clear of any and all liens, encumbrances, taxes and special assessments except as follows: ad valorem taxes; and a Deed of Trust in favor of Amegy Bank National Association recorded February 15, 2008 at Reception No. 400061.
  - e. Has determined that title to Tract OS-3BR-2 is free and clear of any and all liens, encumbrances, taxes and special assessments except as follows: NONE
- 5. This Certificate is the certificate referred to in the Replat and is intended to be appended to the Replat and recorded simultaneously with the Replat.

Fidelity National Title Company

By: SK Wood

Date: 3/14/11

Printed Name: Steven Wood

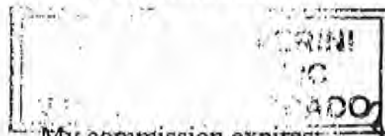
Title: VP, State Title Operations

State of Colorado )  
                                                          )ss  
County of Denver )

Subscribed to and acknowledged before me this 14 day of MARCH, 2011, by Steven Wood as Vice-President of Fidelity National Title Company.

Witness my hand and official seal.

Della O Severini  
Notary Public



My commission expires: 3-16-2015

**DEVELOPMENT AGREEMENT**  
**Lot 109R, Town of Mountain Village, Planned Unit Development**

**THIS DEVELOPMENT AGREEMENT** (“**Agreement**”), dated and made effective as of 3/18, 2011 (“**Effective Date**”), is entered into by and between the Town of Mountain Village, a Colorado Home Rule Municipality and Political Subdivision of the State of Colorado (“**Town**”) and MV Colorado Development Partners, LLC, a Texas limited liability company or its successor in interest (“**Owner**”). Town and Owner are sometimes each individually referred to as a “**Party**” and sometimes collectively as the “**Parties**”.

**DEFINITIONS**

Unless otherwise provided for herein, all capitalized but undefined terms used in this Agreement shall have the meanings set forth in the LUO and/or the Design Regulations (defined below). In addition, the Parties acknowledge and agree to the following definitions (“**Definitions**”) and further agree that each of the Definitions: (a) form a portion of the basis of this Agreement; and (b) are incorporated in this Agreement. As used herein, the following Definitions shall be given the meaning ascribed to the term as the same are stated below.

- A. “**Act**” shall mean the Colorado Common Interest Ownership Act, Colorado Revised Statutes 38-33.3-101 through 38-33.3-319.
- B. “**Application**” shall collectively mean the various land use applications, including plans, drawings, specification, narratives, reports, studies and other materials prepared by Owner and submitted to the Town concerning the development of the Project on the Property, inclusive of: (1) Planned Unit Development (Conceptual, Sketch and Final PUD Plan)(“**PUD**”) pursuant to Section 3-5 of the LUO; (2) Replat pursuant to Section 4-4 of the LUO; (3) Rezone pursuant to Section 4-3 of the LUO; (4) Density Transfer pursuant to Section 4-2 of the LUO; (5) Variations/waivers for certain sections of the LUO and Design Regulations pursuant to Section 4-601(2) of the LUO; and (6) Extended Vested Rights.
- C. “**Commercial Condominium Units**” shall mean each of those particular Condominium Units specifically designed for commercial uses by the Project Condominium Documents and the Town Approvals.
- D. “**Common Elements**” shall mean the common elements, including any limited common elements formed in the Condominium and designated as such pursuant to the Project Condominium Documents.
- E. “**Condominium Units**” shall mean the individual condominium units formed in the Project Condominium and designated as such pursuant to the Project Condominium Documents, which are designated for separate ownership by the Unit Owners and shall consist of the Residential Condominium Units and Commercial Condominium Units.
- F. “**Contributed Town Property**” means certain land owned by the Town, which the Town agreed to allow Owner to include in the Replat and incorporated into the Property and Project pursuant to the Land Exchange Agreement.
- G. “**Design Regulations**” shall mean the Mountain Village Design Regulations adopted by the Town, as amended through the Effective Date.

H. **"DRB"** or **"Design Review Board"** shall mean the Town of Mountain Village Design Review Board.

I. **"Efficiency Lodge Units"** shall mean each of those Residential Condominium Units included in the Project that are zoned and designated as an Efficiency Lodge Unit (within the meaning of the LUO) in the Town Approvals.

J. **"Final PUD Plans"** shall mean the final plans, drawings and specifications for the Property for the Property and Project that have been approved by the DRB and the Town Council, as reflected in the Town Council Approval Resolution, which plans, drawings and specifications consist of each of the documents are listed and described on attached Exhibit "A".

K. **"Furniture Package"** shall mean those certain standard furnishing packages specified by Owner and the Hotel Operator for the Residential Condominium Units.

L. **"Hotel Covenant"** shall mean that certain Declaration of Covenants and Restrictions (Hotel Operator and Hotel Amenities, Facilities and Services Covenant) recorded in Reception No. 416997 in the Official Records.

M. **"Hotel Guests"** shall mean those persons who are staying in any of the Hotel Rooms or any of the Residential Condominium Units for short-term accommodation usage purposes as part of the Rental Management Program.

N. **"Hotel Operator"** means the company initially retained by the Owner and approved by the Town in the manner provided for in this Agreement and the Hotel Covenant to operate and manage the Rental Management Program in the Project Condominium.

O. **"Hotel Rooms"** means each of those forty (40) Efficiency Lodge Units located in the Project and designated and dedicated only for use and occupancy by Hotel Guests in the Rental Management Program that are deemed to be part of the Hotel Facilities Unit and will be held in the common ownership with the other portions of the Project denoted as the Hotel Facilities Unit. The location of the Hotel Rooms shall be generally consistent with the Final PUD Plans and be designated on the building permit plans and later designated on the Project Condominium Documents.

P. **"Hotel Facilities Unit"** means the Hotel Rooms, lobby area, front desk and associated office, and similar areas of the Project that are necessary for the operation of the hotel. The Hotel Facilities Unit will be owned by one entity that may change from time-to-time.

Q. **"Lock-Off Unit"** shall mean a Condominium Unit in the Project consisting of Lodge Units and Efficiency Lodge Units that shall be separated from an adjacent unit by a common keyed door.

R. **"Lodge Units"** shall mean each of those Residential Condominium Units included in the Project that are zoned and designated as a Lodge Unit (within the meaning of the LUO) in the Town Approvals.

S. **"LUO"** shall mean the Land Use Ordinance adopted by the Town of Mountain Village, as amended through the Effective Date.

T. **"Official Records"** shall mean the Official Records of the Clerk and Recorder for San Miguel County, Colorado.

U. **“Owner”** shall mean MV Colorado Development Partners, LLC, a Texas limited liability company, its successors, assigns and transferees.

V. **“Parking Condominium Units”** shall mean those particular Condominium Units designed for parking uses by the Project Condominium Documents.

W. **“Project”** shall mean the development of a certain mixed-use hotel, residential condominium and commercial project on the Property, which was approved by the Town as reflected in the Town Council Approval Resolution. The Project shall consist of: (1) a minimum of the 40 Hotel Rooms zoned Efficiency Lodge Units to be operated and deed restricted as part of the hotel and included as part of the Hotel Facilities Unit as required by this Agreement and as shown on the Final PUD Plans; (2) 26 additional Efficiency Lodge Units; (3) 38 Lodge Units; (4) 20 Unrestricted Condominium Units; and (5) approximately 20,000 sq. ft. of commercial space.

X. **“Project Association”** shall mean the non-profit corporation formed to manage the Project Condominium as contemplated by the Project Condominium Documents.

Y. **“Project Condominium”** shall mean the condominium regime to be established on the Property in accordance with the Act and the Project Condominium Documents. The Condominium consists of certain Condominium Units and Common Elements as established and designated by Project Condominium Documents.

Z. **“Project Condominium Documents”** shall mean the documents prepared in connection with the formation and operation of the Project Condominium, which are anticipated to consist of the following instruments: (1) Condominium Declaration; (2) Condominium Map; (3) The Articles of Incorporation and Bylaws for the Project Association; (4) any Rules and Regulations for the Project Condominium; and (5) any and all such other pertinent documents, as the same may be amended and/or supplemented from time to time.

AA. **“Project Operational Standards”** means the standards for operating the Project as determined by the Hotel Operator, in consultation with the Owner and Project Association, consistent with the terms and conditions of the Town Approvals and the operating standards customarily followed by the Hotel Operator for similar projects managed by Hotel Operator located in mountain resort locations which are intended to promote a high standard of quality. The Project Operational Standards are intended to be followed for purposes of promoting the use and operation of the Project as a full service Hotel within the Hotel Facilities Unit and those Residential Condominium Units participating in the Rental Management Program. When developing and implementing the Operational Standards, the Hotel Operator shall exercise its good faith, commercially reasonable judgment and adhere to industry standards for similar projects located in mountain resort locations as well as the actual operational needs of the Hotel and/or Hotel Guest. It is recognized and agreed that the Project Operational Standards may vary from time to time given due consideration to winter periods, summer periods and shoulder seasons between winter and summer periods.

BB. **“Project PUD Resolution”** shall mean that certain resolution duly adopted by the Town concerning the Project Approvals for the Property and Project recorded in Reception No. 415 339 in the Official Records concerning the Development of the Project and shall include the Final PUD Plan approved by the Town.

CC. **"Property"** shall mean Lot 109R, Town of Mountain Village, San Miguel County, Colorado according to the Replat.

DD. **"Rental Management Program"** means the short-term rental management and accommodations styled program (for usage periods of less than 30 days) operated in the Condominium Project by the Hotel Operator consisting of some or all of the Condominium Units and/or the Common Elements.

EE. **"Replacement Town Property"** shall mean Lot 644, Town of Mountain Village or other mutually acceptable property to be transferred and conveyed to the Town by the Owner pursuant to the terms and conditions of this Agreement.

FF. **"Replat"** shall mean that certain Replat entitled "*Replat of Lot 109R and Tract OS-3BR-2*" establishing the boundaries of the Property recorded on March 18, 2011 in Plat Book 1, Page 4455 Reception No. 416994 in the Official Records concerning the development of the Project.

GG. **"Residential Condominium Units"** shall mean those particular Condominium Units that are zoned as Lodge Units, the Efficiency Lodge Units and the Unrestricted Condominium Units, specified for residential uses by the Project Condominium Documents and the Town Approvals.

HH. **"Town"** shall mean the Town of Mountain Village, Colorado.

II. **"Town Approvals"** shall mean those certain land use entitlement approvals concerning the Property and the Project that have been granted by the Town, including, without limitation, approvals for PUD, Variance, Rezone, Replat and Density Transfer and any other plans or permits granted by the Town for the Property and the Project. The Town Approvals are further reflected in the Project PUD Resolution, the Project Development Agreement, the Replat, The Land Exchange Agreement and this Agreement.

JJ. **"Town Council"** shall mean the Town of Mountain Village Town Council.

KK. **"Town Council Approval Resolution"** shall mean Resolution No. 2010-1208-31 adopted by the Town Council, approving the Application for the Project, which was recorded on December 10, 2010 at Reception No. 415339 in the Official Records.

LL. **"Town Enforceable Restriction"** shall mean those provisions established in the Project Condominium Documents that also run to the benefit of the Town, that may be specifically enforced by the Town and may not be modified without the prior written consent of the Town.

MM. **"Town Laws"** shall mean the Town of Mountain Village Land Use Ordinance, Town of Mountain Village Building Code, Town of Mountain Village Charter and the Town of Mountain Village Municipal Code.

NN. **"Town /Owner Land Exchange"** means the transfer and conveyance of the Contributed Town Property by the Town to Owner in exchange for the transfer and conveyance of the Replacement Town Property by the Owner to the Town in accordance with the terms and conditions of this Agreement.

OO. **"Unit Owners"** shall mean the respective owners of each of the Condominium Units.

PP. **“Unrestricted Condominium Units”** shall mean each of those Residential Condominium Units included in the Project that are zoned and designated as a Condominium Unit (within the meaning of the LUO) in the Town Approvals.

### RECITALS

The Parties acknowledge and agree to the following recitals (“**Recitals**”) and further agree that each of the Recitals: (a) form a portion of the basis of this Agreement; and (b) are incorporated in this Agreement.

- A. Owner is the current, fee simple owner of the Property.
- B. Owner submitted the Application to the Town, which was reviewed and considered by the Town in accordance with applicable law, including but not limited to, the LUO and Design Regulations.
- C. The Town authorized the Owner to include the Contributed Town Property in the Application and to pursue the contemplated development of the Project on the Property, including portions affecting the Contributed Town Property, provided that Owner has transferred and conveyed the Replacement Town Property in the manner and timeframe required by this Agreement.
- D. The Parties acknowledge and agree that the proposed use and development of the Contributed Town Property are exempt from the Temporary Moratorium Prohibiting the Rezoning of Active Open Space adopted by the Town (Ordinance No. 2009-03) in accordance with its provisions.
- E. Nothing contained herein or in the Land Exchange Agreement is intended to establish any joint venture between Owner and Town with respect to the ownership, operation, management and development of the Project.
- F. At a duly noticed and conducted public hearing on March 28, 2008, the DRB recommended to the Town Council that the Application for Conceptual PUD Plan be approved with conditions pursuant to LUO Section 4-606.
- G. At a duly noticed and conducted public hearing on March 11, 2010, the Town Council granted Conceptual PUD Plan approval to the Application pursuant to LUO Section 4-606.
- H. At a duly noticed and conducted public hearings held on June 24, 2010 and again on July 22, 2010, the DRB granted Sketch PUD Plan approval to the Application pursuant to LUO Section 4-607.
- I. At a duly noticed and conducted public hearing on October 28, 2010, the DRB recommended to the Town Council that the Application for Final PUD Plan be approved pursuant to LUO Section 4-608 as well as other components of the Application.
- J. At a duly noticed and conducted public hearing on November 18, 2010, the Town Council considered Final PUD approval and continued the matter to December 8, 2010.
- K. At a duly noticed and conducted public hearing on December 8, 2010, the Town Council granted Final PUD Plan approval to the Application pursuant to LUO Section 4-609 as well as other components of the Application, including, specifically and without limitation, the request for Extended Vesting Rights.



L. After conducting the respective public hearings, receiving evidence and taking testimony and comment thereon, the DRB and the Town Council respectively found that: (i) the Property achieves one (1) or more of the applicable purposes listed in Section 4-616 of the LUO, and (ii) the resulting development will be consistent with the provisions of Section 4-617 of the LUO.

M. The public hearings referred to above 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 located within four hundred feet (400') of the Property, as required by the LUO.

N. The publication of the granting of the Extended Vested Rights for the Project was accomplished with placement of public notice in the Daily Planet on December 31, 2010, as required by the LUO.

O. The Town Council has adopted the Town Council Approval Resolution, the terms and conditions of which are incorporated herein by this reference.

P. Owner has now met all requirements for: (1) Final PUD approval and has addressed conditions 1 through 9 of Final PUD approval as set forth by the DRB and Town Council in the Town Council Approval Resolution, the remaining conditions are ongoing conditions that are set forth in this Agreement; and (2) final approval for the components of the Application relating to the Replat, Rezone, Density Transfer, variations/waivers and Extended Vesting Rights.

Q. This Agreement shall be recorded with the Replat.

#### AGREEMENTS AND CONSIDERATION

**NOW THEREFORE**, in consideration of the foregoing Recitals and Definitions, which are incorporated into this Agreement and the mutual agreements, obligations and promises set forth below and in further consideration of the Town Approvals upon all terms and conditions contained herein, the obligations and expenditures of development undertaken by Owner and the mutual obligations and promises set forth below, the receipt and sufficiency of which consideration is hereby acknowledged, the Owner and the Town covenant and agree as follows:

1. **General.** This Agreement establishes the land uses and density that shall be permitted within the Property, a general development plan, development standards and conditions that must be adhered to by Owner. This Agreement also specifies improvements that must be made, and conditions, which must be fulfilled in conjunction with the development of the Property. Where this Agreement does not address a specific development standard or requirement of the Town, the provisions of the LUO or Charter shall apply. Where this Agreement addresses a specific development standard or requirement, the provisions of this Agreement shall supersede the provisions of the LUO. In all cases the provisions of the Charter shall supersede the provisions of the Agreement.

2. **Town Approval.** Subject to the conditions herein, Town does hereby approve this Agreement, the Replat, the rezone, the variances, the density transfer, the extended vesting and the Final PUD Plans. This Agreement shall be incorporated by reference on the Replat. These instruments shall constitute the complete approval of the Application for the Project. The Replat 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 Final PUD Plans shall be filed of record with the Town of Mountain

Village Community Development Department. For purposes of this Agreement, the term "**Town Approvals**" shall mean those certain land use entitlement approvals concerning the Property and the Project that have been granted by the Town, including, without limitation, approvals for the Applications, the Final PUD Plans and any other plans or permits granted by the Town for the Property and the Project. The Town Approvals are further reflected in the Town Council Approval Resolution, the Replat, the Hotel Operator and Hotel Amenities, Facilities and Services Covenant and this Agreement.

3. **Approval of Replat; Town/Owner Land Exchange; and Recordation of Easements.**

3.1. **Approval and Recordation of Replat.** Pursuant to the terms and conditions of the Land Exchange Agreement, the Town agreed to transfer and convey the Contributed Town Property to Owner in exchange for the agreement of Owner to transfer and convey the Replacement Town Property to the Town. In addition, the Town authorized Owner to include the Contributed Town Property in the Application, including the unrecorded Replat, prior to the consummation of the exchanges contemplated by the Land Exchange Agreement. The DRB and Town Council have approved the Replat, which shall be recorded simultaneous with this Agreement. Upon recordation of the Replat, Lot 109R will be owned by Owner and Tract OS-3BR-2 will be owned by the Town. The term Property as used in this Agreement refers to Lot 109R as reconfigured and replatted pursuant to the Replat, but not Tract OS-3BR-2, which is not intended to be burdened by this Agreement except for the condominium space below such land that is utilized for the parking garage, which shall be subject to the terms of this Agreement. In addition, this Agreement establishes certain responsibilities outside the Property, such as the need to maintain the drainage system, the need to maintain the snowmelt system in the plaza area, and the need to remove snow from Mountain Village Boulevard.

3.2. **Town/Owner Land Exchange.**

3.2.1. The Town has determined that the Replacement Town Property is suitable and acceptable to the Town as replacement for the Contributed Town Property. Owner is obligated to transfer and convey the Replacement Town Property to the Town in full satisfaction of its obligation to provide the Town with Replacement Town Property.

3.2.2. The Town/Owner Land Exchange shall occur simultaneously with the recordation of the Replat.

3.2.3. At the closing of the Town/Owner Land Exchange ("**Town/Owner Land Exchange Closing**"), the Parties shall proceed as follows:

A. The Town/Owner Land Exchange Closing shall be conducted by a title company mutually agreeable to the Parties ("**Title Company**").

B. The Town shall convey fee simple title, vesting good and merchantable title to the Contributed Town Property, to Owner or its designee, by special warranty deed, free and clear of all monetary liens and encumbrances and subject only to those exceptions accepted by Owner in a current commitment for title insurance to be obtained and provided by Owner by the Title Company. The Town will cooperate and assist Owner in seeking to modify, amend or delete a title exception for which Owner has interposed its reasonable objection and if the objection can not be resolved to the satisfaction of Owner.

C. Owner shall cause fee simple title to be conveyed to the Town, vesting good and merchantable title to the Replacement Town Property, to the Town or its

designee, by special warranty deed, free and clear of all monetary liens and encumbrances and subject only to those exceptions noted in a current commitment for title insurance to be obtained and provided by Owner by the Title Company. The cost and expense of procuring the title insurance shall be incurred by Owner.

D. Owner shall pay all recording costs, closing fees and costs due to the Title Company.

E. To the extent applicable and required, Owner shall pay any Real Estate Transfer Assessments (RETA), if any, that may arise in connection with the Town/Owner Land Exchange. The Parties shall cooperate and assist each other in providing information that may support the granting of a full or partial exemption from the RETA.

F. Charges for any real estate property taxes and/or homeowner associations' dues and assessments for the property being exchanged hereunder shall be prorated through the date of Closing.

G. The Parties acknowledge and agree that no real estate brokerage commissions shall become due and payable as a result of the completion of the Town/Owner Land Exchange.

3.2.4. The Parties acknowledge and agree that no other consideration is due and owing for the completion of the Town/Owner Land Exchange.

3.3. **Recordation of Easements.** At such time as Owner records the Replat, Owner and Town shall also simultaneously execute and record easements necessary and appropriate for the Project, on mutually acceptable terms and conditions.

4. **Approval of Rezoning.**

4.1. Prior to the Town Approvals, the Property was zoned and platted as follows:

**Table 1 - DESIGNATED EXISTING LAND USE FOR THE PROPERTY:**

Lot	Acreage	Zone District	Zoning Designation	Units	Density Per Unit	Total Density
73-76R	.141	Village Center	Condo	12	3	36
			Commercial			
			Employee Condo	1	3	3
109	.092	Village Center	Condo	8	3	24
			Commercial			
110	.077	Village Center	Condo	6	3	18
			Commercial			
89A	.020	Village Center	Commercial			
OS3-BR	2.489	Open Space	Active Open Space			
<b>Total</b>				<b>27</b>		<b>81</b>

4.2. The zoning and platting of the Property as a result of the Town Approvals and reflected in the Town Council Approval Resolution is as follows:

**Table 2 - APPROVED ZONING/LAND USES/DENSITY FOR THE PROPERTY:**

<b>Approved Density/Commercial SF</b>			
	<b># Units</b>	<b>Density Per</b>	<b>Total Density</b>
Efficiency Lodge Units	66	.5	33
Lodge Units	38	.75	28.5
Unrestricted Condominium Units	20	3	60
Employee Apartment	1	3	3
Commercial SF	20,164		
	<b>Total Density</b>		<b>124.5</b>

5. **Approval of Density Transfer and Zoning.**

5.1. The zoning designations and appurtenant density currently approved for the Property (prior to the approval of the Replat) is the same as is set forth in Table 1 of Section 4.1 above.

5.2. Certain density transfers for and among the Property were recommended for approval by the DRB and approved by the Town Council as reflected in the Town Council Approval Resolution as the same is set forth in Table 2 of Section 4.2 above.

5.3. Upon approval of and recordation of this Agreement and the Replat, the Zoning, Zoning Designations and appurtenant Density for the same shall be as set forth in Table 2 of Section 4.2 above.

5.4. The Town authorized Owner to include the Contributed Town Property in the Application, including the Density Transfer, prior to the consummation of the exchanges contemplated by the Land Exchange Agreement, contingent upon compliance with the applicable terms and conditions of the Land Exchange Agreement.

5.5. The Town authorized the Property to be zoned "Village Center" subject to the applicable provisions of the LUO. The Official Zoning Map for the Town of Mountain Village has therefore been amended to show the Property with the Village Center zoning designation.

5.6. The Town authorized OS-3BR-2 to be zoned as Active Open Space subject to the applicable provisions of the LUO. The Official Zoning Map for the Town of Mountain Village has therefore been amended to show OS-3BR-2 with the Active Open Space zoning designation.

6. **Approval of LUO and Design Regulation Waivers and Variations.**

6.1. At the request of the Owner, in the course of the consideration of the Final PUD, the DRB and Town Council have approved certain waivers and variations to the LUO and the Design Regulations for the Project, as appropriately granted by the Town through the authority arising generally from Section 4-6(2) of the LUO, as the same are reflected in the Town Council Approval Resolution, including, the following:

6.1.1. Variation/waiver to LUO Section 2-416 to allow Lot 109 and 110, Building Footprint Lots, to expand by more than 25%.

6.1.2. Variation/waiver to LUO Section 4-308-9 to allow an increase in

maximum to 88' – 9" and maximum average height of 65' – 2.9".

6.1.3. Variation/waiver to LUO Section 4-308-2 to allow for permitted uses (parking, pedestrian paths, etc. as shown in plans) in Active Open Space as shown on the Final PUD Plans to be approved pursuant to the PUD process and not the special use permit process.

6.1.4. Variation/waiver to LUO Section 4-308-2(f) to allow for conference and meeting space on the plaza level.

6.1.5. Variation/waiver to LUO Section 2-466 to allow for the proposed lock-off unit configuration as shown in the Final PUD Plans.

6.1.6. Variation/waiver to LUO Section 4-609-5 to extend the PUD vesting period from three (3) to five (5) years.

6.1.7. Variation/waiver to LUO Section 9-13 through 9-16 to allow for the "festoon" lights over the plaza area.

6.2. At the request of the Owner, in the course of the consideration of the PUD, the DRB and Town Council granted certain specific approvals and authorizations concerning the Project as required by the LUO and the Design Regulations for the Project, as the same are reflected in the Town Council Approval Resolution, including, the following:

6.2.1. Specific approval from the Town Council to allow residential occupancy on the plaza level for an Employee Housing Apartment (LUO Section 4-308-4).

6.2.2. Specific approval from the DRB to allow tandem parking to be included as required parking (Design Regulations Section 7-306-2).

6.2.3. Specific approval from the DRB to allow for modification of the tile roofing material, not design (Design Regulations Section 8-211-5).

6.2.4. Specific approval from the DRB to allow for 2:12 roof pitch (Design Regulations Section 8-202)

## 7. **Public Benefits/Community Purposes.**

7.1. **Findings Relating to Community Purposes.** The DRB and Town Council have determined that the Project achieves one or more Community Purposes in accordance with LUO Section 4-616 by providing certain public benefits as found and determined by the DRB and Town Council and stated in the Town Council Approval Resolution. The DRB and Town Council have determined that the Project complies with the Review Standards set forth in LUO Section 4-617 as found and determined by the DRB and Town Council and stated in the Town Council Approval Resolution.

7.2. **Provision of Certain Public Benefits.** Owner agrees to provide and/or undertake each of the following public benefits, proffered by Owner and accepted by the Town, which establish that the Project would meet the Community Purpose requirements for the PUD as required by the LUO: Any elimination, cessation, or change to any of these enumerated public benefits shall require a major amendment to the Final PUD Plans in accordance with the LUO.

7.2.1. **Hot Beds.** In order to achieve the community purpose relating to the creation of "hot beds" in the Project, Owner agrees as follows:

A. **Provision of Dedicated Hotel Rooms.** Owner shall provide the forty Hotel Rooms, consisting of certain Efficiency Lodge Units denoted on the Final PUD Plans, which will be owned, operated and dedicated for use only as hotel rooms as part of the operation of the hotel and not as condo-hotel units owned by third parties. The Hotel Rooms are part of the Hotel Facilities Unit and may be condominiumized to enable common ownership with other components of the Hotel Facilities Unit, provided that all of the Hotel Facilities Unit will be under one common ownership, which may change from time to time. The Hotel Facilities Unit shall be made available for exclusive use by hotel guests for only short-term occupancy (30 days or less) and may not be occupied by the individual owner of the Hotel Room. These requirements will be reflected in the Project Condominium Documents in the form of an enforceable covenant that must be established and recorded prior to or simultaneously with the issuance of the initial certificate of occupancy for the Project. The form and content of the covenant shall be subject to the Town's approval. The covenant shall be designated as a Town Enforceable Restriction in the Project Condominium Documents. The location of the Hotel Rooms must be in general conformance with the Final PUD Plans, with minor changes in locations allowed by an administrative approval during the building permit process.

B. **Retention of a Hotel Operator.** The Project shall be either: (i) operated and managed by, and/or (ii) franchised as an internationally or nationally recognized full service hotel operator/brand (as applicable) with significant experience in full service operations with existing broad marketing distribution capabilities ("**Hotel Operator**") for the life of the Project. The Hotel Operator shall be capable of operating the Project in a manner consistent with the Project Operational Standards. The Hotel Operator should have a high level of name, brand awareness and marketing breadth with the general public and offer customers incentives such as a customer loyalty program. Examples of internationally or nationally recognized full service hotel operators and brands include (but are not limited to) the following: Westin, Marriott (all full service brands), Hyatt (all full service brands), Hilton (all full service brands, including Waldorf Astoria), Fairmont, Intercontinental (all full service brands), Morgans Hotel Group, Wyndham, Le Meridien, Luxury Collection (Starwood), and similarly styled operators, as recognized by accepted industry standards and brands from time to time. Prior to, and as a condition of the issuance of a building permit, the Owner will notify the Town of the proposed Hotel Operator which notice shall contain written confirmation from the Hotel Operator. The Town Council shall promptly (within 30 days) send Owner written notice advising that the Hotel Operator is not acceptable and the grounds for such determination based on the standards and guidelines for the Hotel Operator as set forth in this section. Thereafter, the Owner may meet with the Town Council to discuss and attempt to resolve the Town's rejection of any proposed Hotel Operator. In the event that the Owner or Project Association elects to terminate the approved Hotel Operator at any time, the Owner or Project Association shall provide the Town with: (a) 30 days prior written notice of such termination including the reasons for such termination (which shall be held in confidence by the Town); and (b) within 180 days of termination of the Hotel operator, notice of the replacement Hotel Operator, which notice shall include a letter of intent from the replacement Hotel Operator. The Town shall promptly provide notice of acceptance or non-acceptance within 30 days of receipt of the notice and the failure to provide a response shall be deemed to be an approval of the replacement Hotel Operator by the Town. In considering the acceptability of the Replacement Hotel Operator, the Owner and Town shall adhere to the standards and guidelines of this Section. In the event of a dispute between the Owner and Town concerning the adequacy of the designation of a Hotel Operator consistent with

this Section, the Parties shall mutually identify a qualified, neutral third party recognized as an authority in the hospitality industry to mediate and resolve this dispute through a binding mediation process.

C. **Hotel Operator and Hotel Amenities, Facilities and Services Covenant.** Owner shall provide certain full service amenities, facilities and services within the Project, consistent with the Final PUD Plans and the Project Operational Standards which are intended to help promote "hot beds" for the Residential Condominium Units. These requirements will be reflected in the Hotel Covenant, which shall be recorded in the Official Records simultaneously with this Agreement.

D. **Rental Management Program.** The Hotel Operator will manage and operate the Rental Management Program consistent with the Project Operational Standards. All of the Hotel Rooms must be included in the Rental Management Program and may not be used or occupied or blocked off for use and occupancy by the owner of the Hotel Facilities Unit. The Project Condominium Documents and the management contract with the Hotel Operator must allow each of the Residential Condominium Units to be included in the Rental Management Program, provided, however, that nothing herein is intended to require or obligate an owner to place their Residential Condominium Units (other than the Hotel Rooms) in the Rental Management Program or to use the Hotel Operator to rent their Residential Condominium Unit if they elect to rent the unit. Subject to reasonable and actual demand requirements as determined by Owner in consultation with the Hotel Operator, the placement of the Residential Condominium Units, other than the Unrestricted Residential Condominium Units, will be placed in the Rental Management Program until such time as the Residential Condominium Unit is sold to a third party purchaser. The Owner and Hotel Operator shall provide the Rental Management Program documents and any modifications or amendments to the Town for review of compliance with the terms of this Agreement. In the event the Town determines there is non-compliance the Town shall provide written notice of such non-compliance and specify the modifications that must be made in order to achieve compliance, which notice shall be provided within 30 days of receipt of such documents and if no notice is timely received, the Rental Management Program documents shall be deemed acceptable.

E. **Standard Furnishing Package for All Lodge and Efficiency Lodge Units.** The Owner, in consultation with the Hotel Operator, will establish uniform Furniture Packages that will be provided for each of the Residential Condominium Unit (exclusive of the Unrestricted Condominium Unit). The Furniture Packages will be developed to insure a quality of decor, furniture, furnishings and appliances suitable to meet the Project Operational Standards, which may include, without limitation, appropriate and suitable fixtures (including bathroom fixtures), cabinetry, carpeting, floor covering, paint, wall covering, furniture (including built-in furniture, if any), lighting, mirrors, decor items, color television, clock, radio, drapes, shades and other window treatments and any and all other fixtures, equipment, utilities and decorative accessories within the Residential Condominium Unit (collectively, the "FF&E"). The design and content of the Furniture Packages will be offered in different variations and themes intended to achieve the Project Operational Standards. As part of the purchase contract for a Residential Condominium Unit (exclusive of the Unrestricted Condominium Unit), a Unit Owner will be required to select one of the variations of the Furniture Package to be included in their unit. The purchase price for each Residential Condominium Unit (exclusive of the Unrestricted Condominium Unit) sold by Owner will reflect the cost for the provision of the items included in the Furniture Package for the Residential Condominium Unit, which each Unit Owner will be required to pay at closing on the Residential

Condominium Unit. The Unit Owner purchasing a Residential Condominium Unit (exclusive of the Unrestricted Condominium Unit) will not be allowed to opt out of paying for Furniture Package assigned to their Residential Condominium Unit. It is expected that the Unit Rental Agreement for each Residential Condominium Unit included in the Rental Management Program shall also provide for, among other things, that the Unit Owner must: (a) obtain and maintain a certain Furniture Package designated for their Residential Condominium Unit by the Hotel Operator, (b) not add or remove elements of the Furniture Package without the prior written approval of the Hotel Operator (which may be granted or withheld in the sole and exclusive discretion of the Hotel Operator), and (c) authorize the escrowing of funds by the Hotel Operator for the repair and replacement of elements of the Furniture Package when deemed necessary as determined by the Hotel Operator. In the event a Unit Owner fails to adhere to the terms and conditions of the Unit Rental Agreement, including those provisions relating to the provision of the required Furniture Package, the Hotel Operator may exclude the noncompliant Residential Condominium Unit from participation in the Rental Management Program. There are no requirements for the provision of a Furniture Package in Unrestricted Condominium Units, provided, however, that the purchaser of an Unrestricted Condominium Unit shall be offered the opportunity to purchase a Furniture Package. The cost of the Furniture Package will not be included in the purchase price of the Unrestricted Condominium Unit.

7.2.2. **Cash Payment.** Owner agrees to make a one time payment to the Town in the total amount of \$996,288.00 (“**Mitigation Payment**”), which shall be payable simultaneously with the issuance of the initial building permit, excluding a standalone excavation permit for the Project. The Town shall use the Mitigation Payment for public purposes as determined by the Town and consistent with the Town Council Approval Resolution. The Mitigation Payment is being paid by Owner to, among other things; offset a portion of the housing, parking and transit needs of employees working at the Project. The Town may elect to use a portion of these mitigation funds to relocate the trash facility up to \$250,000.

7.2.3. **Employee Mitigation.** On the second anniversary of the initial Certificate of Occupancy for the Project, Owner shall provide a certified statement indicating the actual number of full time equivalent employees for the operation of the Project. The certified statement shall confirm to the Town the number of full time equivalents employees based upon time cards, income tax reporting and such other and similar employment records, which shall be reviewed, evaluated, discussed and otherwise held in a confidential manner by the Town. In addition to the Cash Payment, Owner shall elect in its sole discretion to either: (a) pay the Town a one time payment in the total amount equal to the sum of \$4018.52 (“**One Time Payment**”) per full time equivalent employee averaged over the two year period from the initial Certificate of Occupancy for the Project which is in excess of the 90 full time equivalent employees estimated by the Owner; or (b) build employee housing for its usage to further offset employee housing needs generated by the Project for each full time equivalent employee averaged over the two year period from the initial Certificate of Occupancy for the Project which is in excess of the 90 full time equivalent employees estimated by the Owner. The One Time Payment shall be due on the date that is the thirty month anniversary of the initial Certificate of Occupancy for the Project. Thereafter, Owner is not responsible for paying any further or additional One Time Payment or Mitigation Payment to offset a portion of the housing, parking and transit needs of employees working at the Project. In the event that the certified statement indicates that the Project is employing less than the anticipated 90 full time equivalents employees, the Town shall not be required to refund any portion of the One Time Payment or Mitigation Payment to Owner.

7.2.4. **Employee Housing Unit.** The Employee Housing Restriction on one Unit in the Project is considered a public benefit and shall not include language terminating the



Employee Housing Restriction in the event of a foreclosure on such unit. The unit may be rented by and to an employee of the Project who is a qualified employee under the Town's Employee Housing Restriction.

7.2.5. **Public Restrooms.** Owner shall construct and make available to the general public, for at least 16 hours per day, 365 days per year, restrooms in the Project reflected in the Final PUD Plans that are accessible from the plaza, without cost to the Town. During peak seasons, the restroom will be open not later than 7 AM. Owner will install directional signage for the bathroom, which signage will include content and be placed at a highly visible location to the plaza areas acceptable to the Town. Ongoing operation and maintenance of the public restroom will be undertaken by the Project Association, at the cost and expense of the Project Association. Owner shall cause easements to be established in the Project Condominium Documents enabling access to the public restrooms through the Project to the extent necessary. The Town shall have the right to review and approve the Project Condominium Documents for purposes contemplated in this Section, which approval will not be unreasonably delayed, withheld or conditioned. These provisions will be designated as a Town Enforceable Restriction in the Project Condominium Documents.

7.2.6. **Plaza Improvements.** Owner shall construct certain "Plaza Improvements" reflected in the Town Council Approval Resolution, without cost and expense to the Town. The Plaza Improvements as shown on the Final PUD Plans are generally located in the area depicted on attached "**Exhibit C**". As detailed on the Final PUD Plans, the Plaza Improvements shall also include a snow melt system and drainage system to be installed, operated and maintained by the Project Association. The design of the snow melt and drainage systems which will be reviewed and approved by the Town prior to the issuance of any building permits. The cost of repairing and maintaining the Plaza Improvements shall be funded by the Project Association, which obligation will be established in the Project Condominium Documents. The Town shall have the right to review and approve the Project Condominium Documents for purposes contemplated in this Section, which approval will not be unreasonably delayed, withheld or conditioned. These provisions will be designated as a Town Enforceable Restriction in the Project Condominium Documents. Failure to operate the snow melt system and maintain the plazas that Owner is required to maintain pursuant to this Agreement shall entitle the Town to enter into the Project for the purpose of operating the snow melt system and to maintain the Plaza Improvements. All costs associated with the Town's operation of the snow melt system and maintenance of the Plaza Improvements required to be maintained by Owner shall be reimbursed by the Project Association within 30 days of a receipt of an invoice for such costs. Failure to reimburse the Town for such costs shall entitle the Town to place a mechanics lien on the Property for collection of such costs. The Owner shall defend and hold the Town harmless from and against any and all claims, demands, liabilities, actions, costs, damages, and attorney's fees that may arise out of or result directly or indirectly from the Owner's actions or omissions in connection with the ongoing maintenance and snowmelt operations required of Owner as set forth herein, including but not limited to Owner's improper maintenance and operation of the Plaza Improvements and snowmelt system. Any new drainage through the Westermere parking garage shall require the Owner to provide a letter of permission from Westermere HOA for the drainage system along with requisite public easements for this drainage system. If Owner is unable to secure any required authorizations and consents for such work by Westermere on commercially reasonable terms and conditions, Owner and Town shall meet and discuss alternatives and if no reasonable and comparable alternatives can be identified, then the Owner shall be released from this requirement and any related requirements. For purposes of clarification, the Plaza Improvements will be owned by the Town.

7.2.7. **Town Parking Spaces.**

A. The development of the Project will result in the loss of 32 existing surface parking spaces currently located on the Contributed Town Property, inclusive of the three (3) parking spaces that will be disrupted to the north of the current Town operated trash facility. Owner is required to construct and convey 32 covered, garage parking spaces to the Town ("**Replacement Parking Spaces**").

B. Owner, as an additional public benefit, has agreed to convey an additional 16 covered, garage parking spaces (beyond the Replacement Parking Spaces) to the Town ("**Additional Parking Spaces**").

7.2.8. **Westermere Façade Improvements.** The Owner shall improve the Westermere Breezeway and the associated path through such breezeway in substantial accordance with the Final PUD Plans, provided that the Westermere HOA has provided its written authorization and consent to such work on commercially reasonable terms and conditions and within thirty days from when Owner has submitted its request for such authorization. The Owner shall submit the authorization and consent to the Town at the time of applying for the building permit. If the Westermere HOA fails to provide the authorization and consent in form, content or timeframe contemplated by this Agreement, the Owner shall be fully released from its obligation to improve the façade and the associated walkway as shown on the Final PUD Plans.

7.3. **Review of Plans for the Public Benefits.** Owner shall submit a report to the Community Development Department and, if determined it is necessary be referred to the Town Council demonstrating how its construction plans for the Project have been prepared to insure that the required public benefits have been designed to achieve applicable construction standards and requirements and will function and operate in a manner that is consistent with the customary goals and objectives for which the public benefit was accepted by the Town. The report and plans will be reviewed by the Community Development Department to determine compliance with this requirement. In the event that the Community Development Department determines that the report fails to adequately demonstrate compliance, the matter shall be referred to the Town Council for further review and appropriate action. If the matter is not resolved to the mutual agreement of the Town Council and Owner, the dispute will be referred to mediation for resolution by a mutually acceptable mediator. Any such mediation shall be scheduled to occur as expeditiously as possible.

8. **Provisions to be Addressed in the Project Condominium Documents.** Owner shall comply with the following requirements, which will be addressed in the Project Condominium Documents. The Town shall have the right to review and approve the Project Condominium Documents for purposes contemplated in this Section, which approval will not be unreasonably delayed, withheld or conditioned. These provisions will be designated as a Town Enforceable Restriction in the Project Condominium Documents.

8.1. **Town Parking Space.**

8.1.1. Owner shall construct the 48 Town Parking Spaces and convey them to the Town at the location indicated in the Final PUD Plans, with the public parking area located at the top level of the parking structure above the Project's parking. The Town Parking Spaces, including all operational equipment as well as all structural elements, maneuvering aisles, pedestrian areas, stairwells, elevators, ceiling, walls, floors, mechanical, HVAC, exhaust, electrical, plumbing, life/health welfare systems and facilities directly serving the Town Parking Spaces ("**Town's Parking Spaces Support Facilities**"), shall be designed as one or more Condominium Units in the Project Condominium Documents. Title to the Town Parking Spaces shall be deeded to the Town at no cost to the Town. The

Town may own, use, sell or lease some or all of the Town Parking Spaces, which ownership and usage shall be subject to the terms and conditions of the Town Approvals, this Agreement and the Project Condominium Documents.

8.1.2. Owner shall be responsible for all capital construction costs associated with the design and construction of the Town Parking Spaces, including, without limitation, the installation of the Town-approved gate(s), parking ticket access machine, server, software and required electronic equipment, all compatible with the Town's existing parking system for the heritage parking garage and communications for the electronic ticket machine, parking area stripping, interior parking area signage and exterior parking area signage (including directional signage on the Project building and at Mountain Village Boulevard), lighting, required handicap parking spaces and required aisles and electrical service to each parking space suitable to power an electric car.

8.1.3. The Town shall review and approve the final designs of the Town Parking Spaces and all construction, design and signage related to such spaces prior to issuing a building permit which approval will not be unreasonably delayed, withheld or conditioned.

8.1.4. The Owner may approach the Town to enter into a legal agreement to operate and manage the public parking garage on behalf of the Town on mutually agreeable terms and conditions, including allocations of costs and revenues.

8.1.5. The Project Condominium Documents shall clearly establish that the Town, as the owner of the Town's Parking Spaces and owner or beneficiary of the Town's Parking Spaces Support Facilities, shall only be responsible for those certain costs and expenses directly associated with the ownership, management and operation of the Town's Parking Spaces and the Town's Parking Spaces Support Facilities, which shall include by way of example, property taxes, insurance, utilities, maintenance and repair of such areas ("**Allocated Town's Parking Spaces Costs**"). The Project Condominium Documents shall establish a mechanism satisfactory to the Town establishing that the Allocated Town's Parking Spaces Costs shall be allocated to the Town as the owner of the Town's Parking Spaces either as limited common expenses as part of a master association that covers the Town's Parking Spaces or, if elected by the Town, as part of a separate sub-association.

8.1.6. In all events, the Project Condominium Documents shall provide that a draft budget showing the Allocated Town's Parking Spaces Costs shall be sent to the Town to review and approve, which shall not be unreasonably withheld, conditioned or delayed, with the Town having 45 days to comment. It is the intent of the parties that the actual costs incurred in connection with the Allocated Town's Parking Spaces Costs will be allocated to the Town, which will be billed to the Town on a quarterly basis. The Parking Budget shall not include for any costs that would not be included in a standalone parking garage, including but not limited to costs for sophisticated roof forms, plaza paver installation, complex heating systems or any exterior improvements not related to the Town's Parking Spaces. Further, such expenses shall not include any overhead, management fees, accounting fees or similar expenses passed through by the Project Association, Owner or Hotel Operator. The Town shall have the right to review and approve the Project Condominium Documents for purposes contemplated in this Section, which approval will not be unreasonably delayed, withheld or conditioned. These provisions will be designated as a Town Enforceable Restriction in the Project Condominium Documents. In addition, the Town Staff, Owner and Project Association shall enter into an agreement providing for the management of the Town Parking Spaces and the private parking units included in the Project prior to issuance of a Certificate of Occupancy, a mutually agreeable parking management plan will be developed between the Town staff and the Owner that may change from time-to-time.

8.2. **Conference Rooms.** The Owner shall construct two conference rooms in the Project in general accordance with the Final PUD Plans, which shall be available for use by owners and guests in the Project and non-owner guests. The two conference rooms will be designed, constructed and operated in a manner that will enable them to be broken up into four smaller rooms by sound-proof, industry standard dividers. The conference rooms shall be offered for market rent to the public at comparable rates to room rates at the Telluride Conference Center. Public access to and from the conference rooms shall be provided for in the Project Condominium Documents. The owner of the conference rooms will be responsible to maintain and repair the conferences rooms and keep them in good repair and order as provided for in the Project Condominium Documents. The owner of the conference rooms shall arrange for an entity to book and manage the conference rooms in accordance with the Town Approvals and industry standards. The conference rooms shall be available for rental in concert with other conferences or special events occurring in the Town when not booked for other functions, provided that the Owner, Project Association and Management Company may establish commercially reasonable rules, regulations and other restrictions that will govern the use of the conference rooms in a uniform manner.

8.3. **Lock-Off Units.** Each Lock-Off Unit shall meet the following requirements:

8.3.1. Lock-Off Unit doors that lock-off one unit or room from another unit or room shall be maintained as a separate, lockable door, and shall not be removed for any reason.

8.3.2. Each Lock-Off Unit entry shall maintain a separately keyed entry from the other attached Lock-Off Units and its own unit number.

8.3.3. Each Lock-Off Unit shall be shown as a separate condominium unit on the project's condominium map, with an owner allowed up to own up to a maximum of three units in a Lock-Off Unit configuration.

8.3.4. Each lock-off unit shall maintain a separate, unique unit designation in the common hallway.

8.3.5. Each lock off unit shall contain a bed or sleeper sofa for lodging accommodations.

8.4. **Valet Parking.** When the tandem parking spaces shown on the Final PUD Plan are utilized, the Owner or condominium association will provide 24 hour per day valet parking services for the Tandem Parking Spaces through the provision of attendants who take, park and later return vehicles to owners and guests. Such valet services shall provided for in the Project Condominium Documents and designated as a Town Enforceable Restriction. The Town Parking Spaces shall not include any Tandem Parking Spaces.

8.5. **Snow Removal.** The Project Association shall be responsible for removing and/or relocating snow from the south side of upper Mountain Village Boulevard.

8.6. **Grant of Easements by Town to Owner.** The Town agrees to grant and convey necessary easements to the Owner ("Lot 109R Project Easements") to enable Owner to develop, construct, operate, use, repair and maintain the Project in accordance with the Town Approvals. The easements shall, at a minimum, provide for the following:

Lot 109R Project	Authorized Uses	Timing for Grant
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Easements		
Plaza Usage	*snowmelt system *Plaza lighting *Landscaping *Hardscaping *Signage *Pedestrian Access *Access to repair and maintain Project, including vehicles and equipment *Drainage systems *Vehicular and pedestrian access to undertake authorized uses *Slope stabilization	Replat
Permanent Underground Structures	* Below grade structural elements (inclusive of, without limitation, footers, walls, foundations, columns, supports and other like components) * Below grade structures (inclusive of, without limitation, commercial space, residential space, storage space, parking garages, parking spaces, snowmelt systems, HVAC systems, mechanical systems, phone systems, boilers, exhaust systems, lights, elevators, stairs, ramps, drains, pipes, utilities and other like components) *Pedestrian Access *Vehicular and pedestrian access to undertake authorized uses	Replat
Vehicular Access	*Vehicular Access	Replat
Mt Village Blvd	*Snow storage *Landscaping *Vehicular and pedestrian access to undertake authorized uses	Replat
Utilities	*Utilities *Vehicular and pedestrian access to undertake authorized uses	Replat
Shoring, Grading, Excavation	*Temporary Shoring, Grading and Excavation *Vehicular and pedestrian access to undertake authorized uses	Building Permit

The use of these easements shall be in a reasonable location designated by Owner and Town and shall be granted and conveyed and used consistent with the Town Approvals, which usage may be made subject to any further reasonable rules and regulations of Owner and Town.

8.7. **Grant of Easements by Owner to Town.** Owner agrees to grant and convey to the Town certain necessary and suitable easements, licenses or leases for the benefit of the Town and general public as listed below ("**Owner Granted Public Easements**"). The Owner Granted Public Easements shall be in a form and content acceptable to the Town and Owner. Some of the Owner Granted Public Easements will be established in the Project Condominium Documents. The use of the Owner Granted Public Easements shall be in a reasonable location designated by Owner and Town and shall be subject to reasonable rules and regulations of Owner and Town. The Owner Granted Public Easements shall, at a minimum, provide for the following:

Owner Granted Public Easements	Authorized Uses	Timing for Grant
Interim Utility License	*operate, repair and maintain existing utilities located on the Property	Replat

Modification of Surface Parking Lease Agreement	*lease to enable continued use of Town Parking Lot on Property	Replat
Permanent Utilities	*operate, repair and maintain existing utilities located on the Property	Recordation of Project Condominium Documents
Conference Room Access	*public access and use of Conference Room	Recordation of Project Condominium Documents
Public Rest Room Access	*public access and use of Public Rest Room	Recordation of Project Condominium Documents
Town Parking Spaces Access	*public access and use of Town Parking Spaces	Recordation of Project Condominium Documents
Pedestrian Access through breezeways	*public access and use of pedestrian breezeways	Recordation of Project Condominium Documents

## 9. **Further Requirements by Owner**

9.1. **Owner to Comply With Conditions of Approval.** Owner agrees to comply with the terms, conditions, requirements and obligations placed upon Owner in the Town Approvals, including, without limitation, the payment of funds, dedication of lands, creation of easements, construction of improvements and the like as the same are set forth herein and in the Town Council Approval Resolution. The corresponding terms, conditions, requirements and obligations established in the Town Approvals are hereby incorporated into this Agreement by this reference. All representations of the Owner concerning the Project, whether within the submittal or at the DRB hearing and/or the Town Council hearing for the Project, are deemed to be specific obligations of the Owner under this Agreement.

9.2. **Other Requirements and Undertakings.** In addition to the foregoing, the Owner shall also comply with the following additional requirements:

9.2.1. **Provision of Improvement Location Certificate.** Prior to pouring concrete into the building's footers, the Owner shall cause a Colorado Professional Land Surveyor ("**Surveyor**") to prepare and submit an Improvement Location Certificate ("**ILC**") for the location of all footers to ensure that such are located within the platted boundaries of the Property as established by the Replat, except for those structures, facilities and other components that have been authorized by the Final PUD Plans to be placed outside of the Property in easements. Prior to the issuance of a Certificate of Occupancy, Owner will cause a Surveyor to prepare and submit to the Town an ILC demonstrating that all structures, facilities and other components of the buildings associated with the Project have been constructed such that they are located within the platted boundaries of the Property as established by the Replat, except for those structures, facilities and other components that have been authorized to be placed outside of the Property within the boundaries of easements granted to the Owner in connection with the Project. The ILC shall be certified to the Town by the surveyor. Any encroachment outside the Property not authorized by the Final PUD Plans shall require the Owner to submit for an amendment to the Replat or for Town Council authorization of an encroachment agreement, with Town Staff determining the appropriate process to remedy any unauthorized encroachment.

9.2.2. **Drainage System and Maintenance.** The Project Condominium shall be responsible for the maintenance and repair of all drainage improvements on the Property and on Tract OS-3-BR-2 leading up to the Town's existing drainage system as indicated on the Final PUD Plan. Such requirement shall be reflected in the Project Condominium Documents. The Town shall have the right to review and approve the Project Condominium Documents for purposes contemplated in this Section, which approval will not be unreasonably delayed, withheld or conditioned. These provisions will be

designated as a Town Enforceable Restriction in the Project Condominium Documents.

9.2.3. **Drainage Plan Details.** Prior to issuing any building permits, Owner shall submit a drainage plan to address permanent dewatering, the provision of sand and oil traps, drainage of the patios, drainage of the garage vents, drainage of the gutter system and other necessary drainage, with such plan submitted for Staff review and approval concurrent with the required building permit review.

9.2.4. **SMPA Review and Approval of Utility Plans.** Prior to the issuance of any building permits, the SMPA shall review and approve the final utility plan.

9.2.5. **Composite Utility Plans.** Prior to the issuance of any building permits, Owner shall submit a composite utility plan for Town review and approval that shows: (1) the proposed utility meter and utility pedestal locations with appropriate screening, (2) plans that conform to the Town's Cable Television Regulations; and (3) Qwest and Source gas approved utility and meter locations.

9.2.6. **Venting Plans.** Prior to the issuance of any building permits, Owner shall submit detailed venting plans for Staff-DRB Chair review and approval as construction documents are developed for review and approval by Staff and the DRB Chair.

9.2.7. **Snow Removal Devices and Snow Retention Systems.** Prior to the issuance of any building permits, Owner shall submit engineered plans for the snow retention devices, and include one anchor at the roof hatch and other anchors on the roof as required for a safe snow removal system. Building permit plans shall show the snow removal mechanical and safety device requirements consistent with Design Regulation Section 8-210-4.

9.2.8. **Stucco Details.** Prior to the issuance of any building permits, Owner shall submit Stucco details concurrent with the building permit application consistent with the stucco design details outlined in the exterior materials of Section the Design Regulations.

9.2.9. **Plan Notation.** Prior to the issuance of any building permits, Owner shall submit building permit plans that include a note that states all concrete, exterior walls shall have a stone, stucco or wood finish as deemed appropriate by the Town since it is not possible to see every exterior surface on the submitted elevations.

9.2.10. **Window Design.** Prior to the issuance of any building permits, Owner shall submit Details on window design consistent with the Design Regulations.

9.2.11. **Revised Geotechnical Reports and Design.** Prior to the issuance of any building permits, Owner shall submit revised geotechnical reports prepared by a Colorado Registered Professional Engineer that are based on the proposed building permit building design. Owner shall incorporate revised geotechnical report recommendations into the building's design prior to submitting for a building permit for the project.

9.2.12. **Miscellaneous Civil Engineering Concerns.** Prior to issuing a building permit, the Owner will submit plans that address the comments in the letter from the Town's consultant, Professional Land Consultants, dated Thursday, September 23, 2010 attached hereto as **Exhibit "D"**.

9.2.13. **Construction Mitigation Plan.** Prior to the issuance of any building

permits, Owner shall submit a revised detailed construction mitigation plan for Staff review and approval. Key considerations of the construction mitigation plan shall include, but are not limited to: (1) allowing through access to See Forever on the current access path to the extent possible; (2) the location of the crane(s) and avoiding movements of construction materials or equipment over neighboring properties; (3) construction parking; (4) truck ingress and egress from the job site; (5) ensuring minimal to no power or other utility interruptions; (6) the need to obtain a plaza access permit for the area south of Westermere; (7) protection of air and water quality; (8) maintaining traffic and pedestrian flows around the project in a safe manner and (9) an engineered plan for construction shoring and/or soil nailing that ensures adjoining properties will be protected.

9.2.14. **Grease Trap Plumbing Design.** Prior to the issuance of any building permits, Owner shall submit engineering drawings for the plumbing system that includes grease traps prior to the issuance of a building permit Per Design Regulation 11-102. The grease trap access will be located in the parking garage loading dock area.

9.2.15. **Westermere Courtesy Notice.** Prior to the issuance of any building permits, Owner shall notify the Westermere HOA or its property management company when building permit plans are submitted to the Town as a courtesy, provided that the foregoing is not intended to establish any requirement for Westermere to approve such plan as a condition to the issuance of a building permit by the Town

9.2.16. **Colors and Materials.** Prior to the issuance of any building permits, the Town will ensure that the colors and materials presented with the building permit are substantially the same as shown on the model presented as a part of the Final PUD Plan public hearings, with a mock up of all materials and colors presented to Staff and the DRB Chair prior to the issuance of a building permit. Stone will be set with a recessed grout and a tight pattern substantially in accordance with the mock up presented at the October 28, 2010 meeting.

9.2.17. **Garage Vents Along See Forever Walkway.** Prior to the issuance of any building permits, Owner shall provide more detail on the design of the garage vent louver venting to the plaza area along the See Forever walkway to ensure such is screened to the extent practical. To the extent practical, the design of the garage vents shall be based on the size and scale of the windows to the south to provide for a congruent design.

9.2.18. **Final Exterior Door Designs.** Prior to the issuance of any building permits, Owner shall provide final exterior door design details based on the Design Regulations, with such plans submitted concurrent with the building permit application.

9.2.19. **Acknowledge of the Town Trash Facility.** The Owner shall cause the Project Condominium Documents to reflect the existence of the Town trash facility in proximity to the Project to ensure that future property owners are put on notice of this facility and its potential impacts (noise, smell, aesthetics, etc). The Town shall have the right to review and approve the Project Condominium Documents for purposes contemplated in this Section, which approval will not be unreasonably delayed, withheld or conditioned. These provisions will be designated as a Town Enforceable Restriction in the Project Condominium Documents.

9.2.20. **Damage to Town Trash Facility.** The Owner shall be financially responsible for the repair of any damage to the Town Trash Facility caused by the construction of the Project.

9.2.21. **Landscape Plan.** The Owner shall salvage mature trees located on the



Property to the extent practical and the final landscape plan shall reflect this requirement. In addition, Owner shall maintain the required landscape planting as shown in the Town Approvals, including but not limited to replacing dead trees, pruning, irrigation and mowing in perpetuity.

10. **Construction of Public Improvements or Infrastructure Improvements.**

10.1. **Construction of Public Improvements.** The Owner agrees to complete, at Owner's sole cost and expense, the construction of those certain public improvements or infrastructure improvements set forth on attached **Exhibit "B"** and as shown on the Final PUD Plans ("**Public Improvements**") and as more fully detailed in the Final PUD Plans. The Owner agrees to enter into a Site Plan Improvements Agreement ("**SPIA**") that outlines the actual costs of the Public Improvements at the time a building permits application is submitted. The SPIA will include a clause that states that the cost of the Public Improvements are estimates only, and if the actual cost of the materials or labor exceeds such estimate, the Owner shall nevertheless be responsible therefore. Such agreement shall be substantially based on the terms of this Section of the Agreement and be in a form or manner acceptable to the Town.

10.2. **Owner's Construction Obligation and Standards.** The Owner shall timely construct and complete all required Public Improvements in accordance with the Final PUD Plans, the provisions of this Agreement and in compliance with all laws, regulations, standards, specifications and requirements of the United States, the State of Colorado, the Town of Mountain Village, and all their pertinent agencies.

10.3. **Completion of Public Improvements.** All of the Public Improvements shall be fully completed and result in Final Acceptance as outlined herein, prior to and shall be a condition of the issuance of the final Certificate of Occupancy for the non-public improvement portions of the Project unless a financial guarantee of 200% of the remaining costs for the uncompleted public improvements is provided to the Town as provided for in the SPIA.

10.4. **Collateral.** To secure and guarantee performance of its obligations as set forth herein, Owner, at the time of issuance of the building permit, shall provide the Town with collateral in the sum that is equal to 125% of the cost of the public improvements in the SPIA ("**Collateral**") which may be posted for the sole benefit and protection of the Town in the form of either: (i) a certified check, (ii) an irrevocable letter of credit from a lending or financial institution in good standing in the state of Colorado and in a form satisfactory to the Town Manager and Town Attorney; (iii) cash or some acceptable combination of the foregoing; and (iv) a performance bond, provided that the Town Manager and Town Attorney, have satisfied themselves that the bonding company and form of the performance bond will satisfactorily protect the interest of the Town consistent with this Agreement. If cash is provided as the Collateral, it shall be deposited by the Town in a separate interest-bearing account with any interest accruing to the benefit of Owner. The Collateral shall be posted as a condition of and shall be due upon issuance of an initial building permit for the physical improvements associated with the Project.

10.5. **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 that: (i) the Town intends to draw on the Collateral 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 Collateral as necessary to construct 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. In no event shall the Owner take any action which shall impair the ability of the Town to draw on the Collateral during the term of this agreement, including after receipt of notice of intent to draw on Collateral by the Town.

#### 10.6. Acceptance and Release of Collateral.

10.6.1. Final acceptance of the Public Improvements or any portion or phase thereof shall only be made by the Town ("**Final Acceptance**").

10.6.2. Upon issuance of final Certificate of Occupancy for the Public Improvements, a Town representative shall, within 15 days, inspect all such Public Improvements for Final Acceptance. If based on such inspection the Public Improvements are not acceptable to the Town, the reasons for non-acceptance shall be prompted, reduced to writing and a notice shall be sent to Owner stating the defects and the required corrective measures necessary to come into compliance with the Final PUD Plans, and the SPIA specifications (the "**Punch List**") at which time the Owner shall have 30 days to complete the corrective measures necessary for Final Acceptance as set forth in the Punch List. The Town shall not be required to make inspections during any period when climatic conditions make thorough inspections impractical.

10.6.3. Upon final inspection by the Town correction of any Punch List items which results in Final Acceptance by the Town, the Town shall promptly release all Collateral and shall assume normal maintenance responsibilities, excepting warranty work and maintenance as required under the terms of this Agreement, for the Public Improvements.

10.6.4. The SPIA may allow for partial releases of Collateral equivalent to the costs assigned to a completed Public Improvement, provided that the Town is satisfied that the remaining balance of the Collateral is adequate to fund any remaining Public Improvements.

10.7. Pursuant to LUO Section 4-618-5, Owner shall warrant to the Town the quality, workmanship and function of all the Public Improvements for a period of two (2) years after Final Acceptance by the Town, or until July 1 of the year during which the winter terminates after Final Acceptance by the Town, whichever is greater.

10.8. Owner agrees at its sole cost and expense to repair or restore any existing improvements or facilities damaged during construction of the Project to its pre-existing conditions.

10.9. Prior to the issuance of a building permit for the occupiable space in the Project, Owner and the Town shall enter into an agreement allocating the obligations to undertake ongoing repair and maintenance of the Public Improvements. Any obligations of the Town to repair or maintain Public Improvement shall be subject to the Town budget process and annual appropriations by the Town for such maintenance and repair.

#### 11. Vested Rights.

11.1.1 **Intent.** Development of the Property in accordance with the terms and conditions of this Development Agreement will provide for orderly and well planned growth, promote economic development and stability within the Town, ensure reasonable certainty, stability and fairness

in the land use planning process, secure the reasonable investment-backed expectations of the Owner, foster cooperation between the public and private sectors in the area of land use planning, and otherwise achieve the goals and purposes of the Vested Property Rights Statute, C.R.S. §24-68-101, et. seq., the LUO and the Design Regulations. In exchange for these benefits and the other benefits to the Town contemplated by the Development Agreement, together with the public benefits served by the orderly and well planned development of the Property, the Owner desires to receive the assurance that development of the Property may proceed pursuant to the terms and conditions of the Development Agreement.

11.1.2 **Site Specific Development Plan.** The Replat, Final PUD Plans and this Agreement constitute a "Site Specific Development Plan", pursuant to LUO Section 6-201.

11.1.3 **Vested Real Property Right.** Accordingly, this final approval has created for Owner's benefit a "vested real property right" as defined by C.R.S. § 24-68-101 et seq.

11.1.4 **Duration.** For purposes of this Agreement, the above-referenced vested real property right shall remain vested for five (5) years after December 8, 2010 (the date of the Town Council Approval Resolution approving the Project).

11.1.5 **Publication.** A notation of such vested real property right has been made on the Final PUD Plans and a notice has been published in a newspaper of general circulation within the Town on December 31, 2010.

11.1.6 **Reliance.** The Owner has relied upon the creation of such vested real property right in entering into this Agreement.

11.1.7 **Future Legislation.** During the five (5) year period in which the vested real property right shall remain vested, the Town shall not impose by legislation or otherwise any zoning or land use requirement or obligations upon Owner or their successors or assigns which would alter, impair or diminish the development or uses of the Property as set forth in this Agreement, except:

- i. With the consent of the Owner; or
- ii. Upon the discovery of natural or man-made hazards on or in the immediate vicinity of the Property, which could not reasonably have been discovered at the time of vested rights approval, and which, if not corrected, would pose a serious threat to the public health, safety and welfare; or
- iii. To the extent that compensation is paid, as provided in Title 24, Article 68, CRS.

The establishment of such vested real property right shall not preclude the application of ordinances or regulations which are general in nature and applicable to all property subject to land use regulation by the Town, including, but not limited to, fee assessments and building, fire, plumbing, electrical, mechanical, water and sewer codes and ordinances.

12. **Miscellaneous.**

12.1. **Recording.** This Agreement will be recorded in the Official Records.

12.2. **Default, Notice and Cure.** In all instances under this Agreement, at such time

as a Party (“**Claiming Party**”) claims that any other Party (“**Responding Party**”) has violated or breached any of the terms, conditions or provisions of this Agreement (“**Default**”), the Claiming Party shall promptly prepare and deliver to the Responding Party a written notice (“**Notice of Default**”) claiming or asserting that the Claiming Party is in default under a term or provision of this Agreement, which notice shall clearly state and describe: (a) each section(s) of the Agreement which the Responding Party has allegedly violated, (b) a summary of the facts and circumstances being relied upon to establish the alleged violation, (c) the specific steps (“**Cure Events**”) that must be undertaken to come into compliance with the Governing Documents, and (d) the reasonable timeframe, not less than ten days for a monetary default and not less than thirty days for a non-monetary default (unless emergency circumstances require a shorter response time), within which time the alleged violation should be cured (“**Cure Completion Date**”).

12.3. **Remedies For Breach Or Default.** In the event Owner should fail to perform or adhere to its obligations as set forth herein, or fail to meet specified performance timelines, the Town shall have the following remedies against the Owner, or its successors and assigns, which remedies are cumulative and non-exclusive and which may be exercised after the provision of written notice stating that Owner is in breach, the specific steps required to cure the breach and a reasonable timeframe within which to cure the breach:

12.3.1. Specific performance;

12.3.2. Injunctive relief, both mandatory and or prohibitory;

12.3.3. Withdrawal or cancellation of PUD approval;

12.3.4. Injunction prohibiting the transfer or sale of any lot or unit created under the PUD approval;

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

12.3.6. The Town shall have enforcement powers for violations of this Agreement as if they are violations of the LUO including the power to assess fines and penalties as set forth in the LUO.

12.4. **Governing Law. Costs and Expenses.** This Agreement shall be construed under and governed by the laws of Colorado, with jurisdiction and venue restricted to a court of competent jurisdiction in San Miguel County, Colorado. In addition to the remedies of the Town pursuant to Section 12.4, a Party may pursue any and all available remedies under applicable law, including, without limitation, injunctive relief and specific performance. All of the rights and remedies of the Parties under this Agreement shall be cumulative. In any action to enforce or construe the terms of this Agreement, the substantially prevailing Party shall recover all legal and related court costs, including all reasonable attorneys’ fees and expert witness fees, costs and expenses.

12.5. **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 attorney’s fees that may arise out of or result directly or indirectly from the Owner’s actions or omissions in connection with this Agreement, including but not limited to Owner’s improper design or construction of the Public Improvements required thereunder, or Owner’s failure to construct or

complete the same. After inspection and acceptance by the Town of the Public Improvements, and after expiration of any applicable warranty period, this agreement of indemnity shall expire and be of no future force or effect.

12.6. **Binding Effect.** This Agreement shall extend to, inure to the benefit of, and be binding upon the Town and its successors and assigns and upon the Owner, its successors (including subsequent owners of the Property, or any part thereof), 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 (subsequent transferee owners' consent to modification(s) or release(s) shall not be required unless the modification(s) directly limit or restrict the zoning or development rights awarded to a subsequent transferee owner's specific lot); or (b) expiration of the term hereof. This Agreement may be amended or supplemented by the Town and Owner without any requirement for Owner to obtain the approval of any Unit Owners or the Association, except that notice of any amendment shall be duly noticed in accordance with the LUO and each Unit Owner and the Association shall be entitled to attend any hearing and comment on any proposed amendment to this Agreement.

12.7. **Parties Representations.** In entering into this Agreement, the Parties acknowledge and agree and represent and warrant to each other as follows: (a) that they will perform their duties and obligations in a commercially reasonable and good faith manner and that this commitment is being relied upon by each other Party; (b) that parties will promptly provide a response to a notice when required, the response will be provided within the timeframe established and if no timeframe is stated, it shall be deemed to be 30 days and the failure to timely provide a response shall be deemed to be an approval; (c) that the Party is a duly qualified and existing entity, capable of doing business in the state of Colorado; and (d) that the Party has actual and express authority to execute this Agreement, has taken all actions necessary to obtain such authorization, the Agreement constitutes a binding obligation of the Party and the person signing below is duly authorized and empowered to execute this Agreement.

12.8. **Severability and Further Assurances.** 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. Each Party shall execute and deliver such documents or instruments and take such action as may be reasonably requested by the other Party to confirm or clarify the intent of the provisions hereof and to effectuate the agreements herein contained and the intent hereof.

12.9. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and no other representations, promises, agreements or understandings or obligations with respect to the payment of consideration or agreements to undertake other actions regarding the subject matter hereof shall be of any force or effect unless in writing, executed by all Parties hereto and dated after the date hereof.

12.10. **Modifications and Waiver.** No amendment, modification or termination of this Agreement or any portion thereof shall be valid or binding unless it is in writing, dated subsequent to the date hereof and signed by each of the Parties hereto. No waiver of any breach, term or condition of this Agreement by any party shall constitute a subsequent waiver of the same or any other breach, term or condition.

12.11. **Counterparts and Facsimile Copies.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Facsimile copies of any party's signature hereon shall be deemed an original for all purposes of this Agreement.

12.12. **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 made in writing and delivered either by Fax, Email or United States Mail (certified, return receipt requests and postage pre-paid), and addressed to the party, at the below stated mailing address, email address or fax number. The mailing address, email address or fax number to which any notice, demand or writing may be changed by sending written notice to each party notifying the party of the change.

<p><b><u>Town:</u></b> Town of Mountain Village Attention: Town Manager 455 Mountain Village Blvd., Suite A Mountain Village, CO 81435</p>	<p><b><u>Owner:</u></b> MV Colorado Development Partners, LLC Attn: Robert Harper 1601 Elm Street, Suite 4000 Dallas, Texas 75201 Fax: (214)720-1662</p>
<p><b><u>With a Copy to:</u></b> J. David Reed, Esquire PO Box 196 Montrose, CO 81402</p>	<p><b><u>With copy to:</u></b> MV Colorado Development Partners, LLC Attn: Alan Tompkins, Esq. 1601 Elm Street, Suite 4000 Dallas, Texas 75201 Fax: (214)720-1662</p>
	<p><b><u>And a Copy to:</u></b> Thomas G. Kennedy, Esquire P.O. Box 3081 Telluride, CO 81435 Fax: (970)728-9439</p>

12.13. **Exhibits And Attachments.** All exhibits and attachments to this Agreement shall be incorporated herein and deemed a part of this Agreement.

12.14. **Rights of Lenders.** The Town is aware that financing for acquisition, development and/or construction of the Project ("**Owner Loan**") may be provided in whole or in part, from time to time, by one or more lenders. In the event of an event of default by the Owner under this Agreement, the Town shall provide notice of such event of default, at the same time notice is provided to Owner, to any lender previously identified in writing to the Town ("**Registered Lender**") pursuant to this Paragraph 12.14. If a Registered Lender is permitted under the terms of any agreements with Owner to cure the event of default and/or to assume Owner's position with respect to this Agreement, the Town agrees to recognize the right of such Registered Lender and to otherwise permit such Registered Lender to assume all of the rights and obligations of Owner under this Agreement, provided that nothing contained in this Agreement shall not create any duty, obligation or other requirement on the part of the Registered Lender to assume any of the duties and obligations of Owner under this Agreement unless the Registered Lender takes fee simple title to the Project through foreclosure, deed in lieu or other legal instrument in which case the lender shall be bound by the terms and conditions of this Agreement. For so long as the Owner Loan remains outstanding, Owner and Town recognize and agree that this Agreement may only be modified or amended with the prior written approval of each Registered Lender.

12.15. **No Further Rights; No Third Party Rights.** Nothing contained herein shall be construed as creating any rights in any third persons or parties other than the parties specifically intended to be benefited or burdened by this Agreement.

12.16. **Term of Agreement.** This Agreement and the Town Approvals as they relate to the Applications, except for the Replat, shall expire as of December 8, 2015 unless Owner has either: (a) obtained a building permit and commenced construction of the Project Condominium; or (b) applied for and obtained an approval to extend this Agreement and the Town Approvals. If construction has not timely commenced or an extension not obtained prior to December 8, 2015, the Town Approvals shall expire, except that the Replat and the density assigned to the Property shall remain in place, but prior to any use and development of the Property, the Owner of the Property must reapply for and obtain necessary approvals of applications for rezoning, PUD, waivers/variations and design review approval for any project contemplated for the Property, which will be reviewed in accordance with LUO and Design Regulations in place at the time of the submission of any such application.

12.17. **Conflicts Between Hotel Covenant and Development Agreement.** Any conflicts between the terms of this Agreement and the Hotel Covenant shall be resolved in favor of the most restrictive applicable term in either document.

12.18. **Industry Standards and Norms.** Customary industry practices, standards and norms shall be relied upon if and when necessary for purposes of interpreting, applying and enforcing the terms and conditions established in this Agreement.

IN WITNESS THEREOF, the Parties have executed this Agreement intending that it become effective as of the Effective Date.

TOWN:

Town of Mountain Village, a Colorado Home Rule Municipality and Political Subdivision of the State of Colorado

By: [Signature]  
Robert H. Delves, Mayor

Date: 3/17/11

Attest: [Signature]

By: [Signature]  
Gregory L. Sparks, Town Manager

Date: 3/16/11

STATE OF COLORADO )  
 ) ss  
COUNTY OF SAN MIGUEL )

Acknowledged, subscribed and sworn to before me this 17<sup>th</sup> day of MARCH, 2011 by Robert H. Delves as the Mayor of The Town of Mountain Village.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 6/5/2014



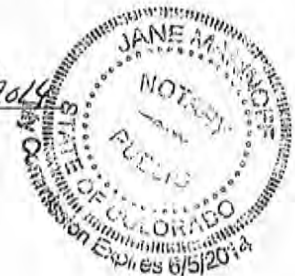
STATE OF COLORADO )  
 ) ss  
COUNTY OF SAN MIGUEL )

Acknowledged, subscribed and sworn to before me this 16<sup>th</sup> day of MARCH, 2011 by Gregory L. Sparks as the Town Manager of The Town of Mountain Village.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 6/5/2014





**OWNER:**

MV Colorado Development Partners, LLC,  
a Texas limited liability company

By: Robert R Harper, III

Date: March 14, 2011

Printed Name: Robert R HARPER III  
Title: Vice President

State of Texas )  
                                          )ss  
County of Dallas )

Subscribed to and acknowledged before me this 14<sup>th</sup> day of March, 2011 by  
Robert R HARPER III as Vice President of MV  
Colorado Development Partners, LLC.

Witness my hand and official seal.

Kathy H. McDaniel  
Notary Public

My commission expires: 4-21-11



**Exhibit "A"**  
**Sheet Index:**

Cover Sheet/Index	
A0.00	Sheet Index & Project Information
Civil Drawings	
C0.00	Sheet Index & Project Information
DM1	Demolition Plan
SP1	Site Plan
SP2	Site Plan
OU1	Overall Utility Plan
GR1	Grading Plan
EC1	Erosion Control Plan
SD1	Storm Drain Plan and Profile
SD2	Storm Drain Plan and Profile
SS01	Sanitary Sewer Plan and Profile
WT01	Water Main Plan and Profile
UR1	SMPA Utility Relocation Plan
UR2	Qwest Utility Relocation Plan
UR3	Cable TV Utility Relocation Plan
DT1	Details – Grading and Erosion Control
DT2	Details – Storm Drainage
DT3	Details – Storm Drainage and Roadway
DT4	Details – Sanitary Sewer
DT5	Details - Water
Landscape Drawings	
L1.01	Landscape Plan
L1.01a	Landscape Plan
L1.01b	Landscape Plan
L1.01c	Landscape Plan
L1.01d	Landscape Plan
L1.02	Westermere Improvement Plan
L1.03	Landscape Details
11.01	Irrigation Plan
12.01	Irrigation Details
12.02	Irrigation Details
Architectural Drawings	
A1.01	Site Plan
A1.01a	Garbage Truck Circulation Plan
A1.01b	Construction Staging Plan
A1.01c	Snow Melt Plan
A1.01d	Site Photos
A1.01e	Site Ownership Diagram
A1.01f	Site Density Diagram
A1.01g	Site Circulation Diagram
A1.02	Parking Diagram Plan (reference only)
A1.03	Loading Dock Detail Plan
A1.04	Erosion Control Plan
A1.05	Upper Garage Lighting Plan
A1.06	Ground Floor Lighting Plan
A1.07	Level 1 Lighting Plan
A1.08	Level 2 Lighting Plan
A1.09	Level 3 Lighting Plan

A1.10	Level 4 Lighting Plan
A1.11	Level 5 Lighting Plan
A1.12	Level 6 Lighting Plan
A1.13	Level 7 Lighting Plan
E1.00	Lighting Cut Sheets
E1.06	Garage Basement Floor Plan - Overall
E1.07	Level 1 Lighting Plan
E1.08	Level 1 Lighting Plan
PTP.200	Garage Basement Point to Point
PTP.201	Lower Garage Point to Point
PTP.202	Upper Garage Point to Point
A2.00	Garage Basement Floor Plan – Overall
A2.01	Lower Garage Floor Plan – Overall
A2.02	Upper Garage Floor Plan – Overall
A2.03	Ground Floor Plan - Overall
A2.04	Level 1 Floor Plan – Overall
A2.05	Level 2 Floor Plan – Overall
A2.06	Level 3 Floor Plan – Overall
A2.07	Level 4 Floor Plan – Overall
A2.08	Level 5 Floor Plan – Overall
A2.09	Level 6 Floor Plan – Overall
A2.10	Level 7 Floor Plan – Overall
A2.11	Roof Plan – Overall
A2.12	Average Height Targa Plan
A2.13	Maximum Height Plan
A3.02	Site Circulation Plan
A4.01	Exterior Elevation – Overall
A4.02	Exterior Elevation – Overall
A4.03	Exterior Elevation – Overall
A4.04	Exterior Elevation – Overall
A4.05	Exterior Elevation – Overall
A4.06	Exterior Elevation – Overall
A4.07	Exterior Elevation – Overall
A4.08	Exterior Elevation – Overall
A4.09	Exterior Elevation – Overall
A4.10	Exterior Elevation – Overall
4.21	Exterior Elevation – Snow Melt Study
4.22	Exterior Elevation – Snow Melt Study
4.23	Exterior Elevation – Snow Melt Study
4.24	Exterior Elevation – Snow Melt Study
4.25	Exterior Elevation – Snow Melt Study
4.26	Exterior Elevation – Snow Melt Study
4.27	Exterior Elevation – Snow Melt Study
4.28	Exterior Elevation – Snow Melt Study
4.29	Exterior Elevation – Snow Melt Study
4.30	Exterior Elevation – Snow Melt Study
A5.01	Building Section
A5.02	Building Section
A5.03	Building Section
A5.04	Building Section
A5.05	Building Section
A6.01	Typical Exterior Details
A6.01a	Typical Exterior Details

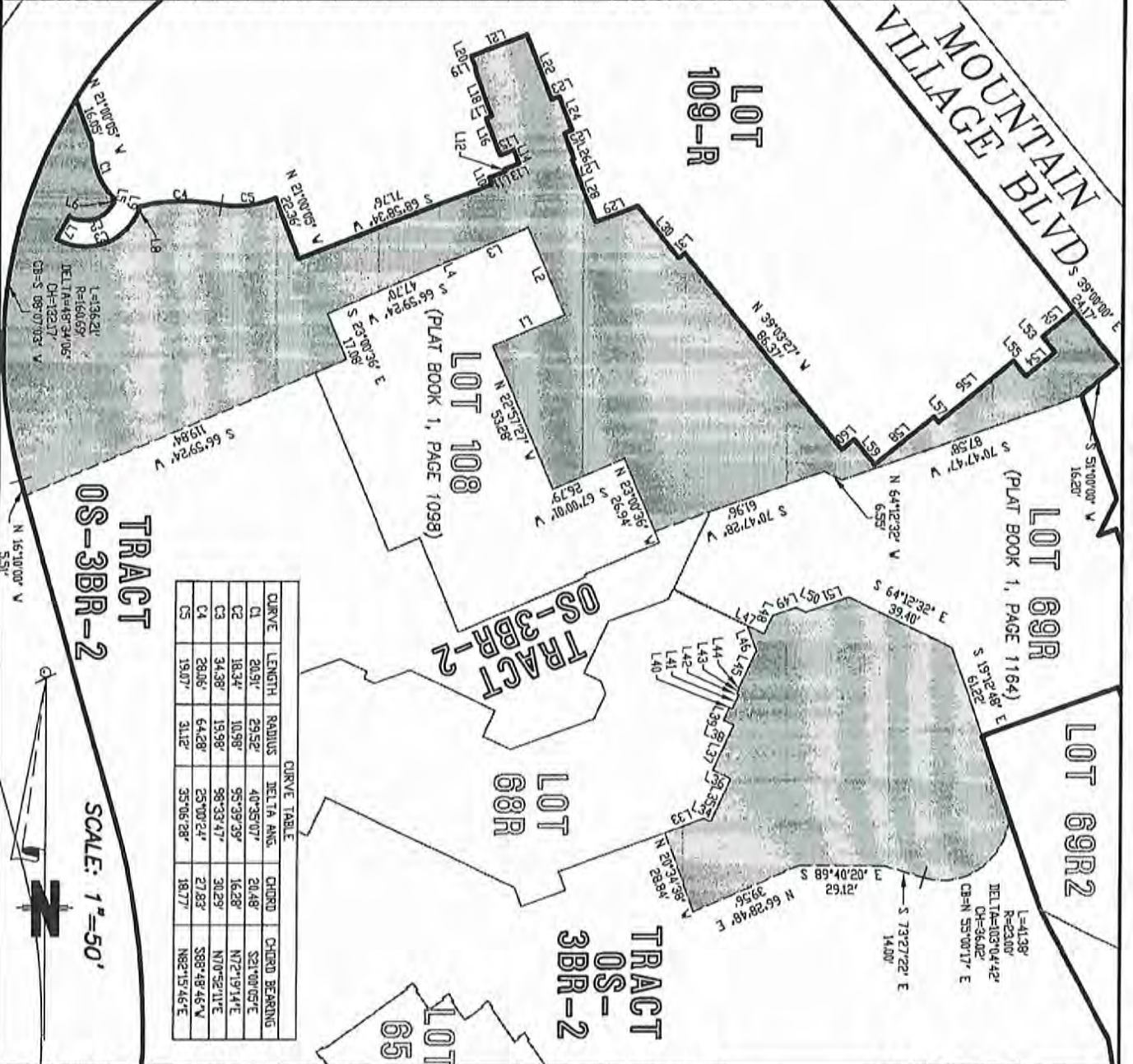
A6.01b	Typical Exterior Details
A6.02	Miscellaneous Details
A6.03	Service Diagram
A6.04	Upper Mountain Village Blvd Site Details
A6.05	Upper Mountain Village Site Details

**Exhibit "B"**  
**(Schedule of Improvements)**

<b>Public Improvement</b>
Provision of 40 efficiency lodge units to be dedicated to hotel use.
Provision for public restrooms
Plaza improvements
Improvements to the Westermere Breezeway Plaza.
Provision of Conference Rooms facilities.
16 covered, garage parking spaces
A \$996,288.00 cash contribution toward Town public purposes

**Exhibit "C"**  
**(Area of Plaza Improvements)**

LINE	BEARING	LENGTH
L1	N 66°58'47" E	26.74'
L2	N 23°00'36" V	32.44'
L3	S 66°58'13" V	27.74'
L4	N 23°00'22" V	0.25'
L5	N 17°58'24" E	1.37'
L6	N 72°01'36" V	0.68'
L7	N 20°09'04" E	9.00'
L8	S 68°24'43" E	0.21'
L9	S 17°58'24" V	1.28'
L10	S 21°00'05" E	2.50'
L11	S 68°59'23" E	5.83'
L12	S 21°02'52" E	0.83'
L13	S 68°57'08" V	5.33'
L14	S 21°00'05" E	5.00'
L15	N 68°59'55" E	4.95'
L16	S 21°00'05" E	13.62'
L17	S 68°59'55" V	2.12'
L18	S 21°00'05" V	17.00'
L19	S 69°00'25" V	0.33'
L20	S 21°00'05" E	4.75'
L21	S 68°59'55" V	20.67'
L22	N 21°00'05" V	23.71'
L23	S 68°59'56" V	2.83'
L24	N 21°00'05" V	12.33'
L25	N 68°59'55" E	2.84'
L26	N 21°00'05" V	9.76'
L27	N 68°59'37" E	0.66'
L28	N 21°00'23" V	23.15'
L29	S 68°59'54" V	15.26'
L30	N 88°58'11" V	22.86'
L31	S 51°01'50" V	21.4'
L32	N 70°03'20" E	14.47'
L33	N 64°56'40" E	2.61'
L34	N 23°03'20" E	16.00'
L35	N 23°03'20" E	1.01'
L36	N 64°56'40" V	5.40'
L37	N 23°03'20" E	17.03'
L38	N 64°56'40" V	3.92'
L39	N 23°03'20" E	4.76'
L40	S 64°56'40" E	1.01'
L41	N 23°03'20" E	5.40'
L42	N 64°56'40" V	0.68'
L43	N 23°03'20" E	1.78'
L44	N 64°56'40" V	0.33'
L45	N 23°03'20" E	14.37'
L46	N 19°56'40" V	8.98'
L47	S 64°12'32" E	6.34'
L48	N 23°47'28" E	6.66'
L49	N 70°27'23" E	8.58'
L50	S 64°12'32" E	3.77'
L51	N 70°47'28" E	15.22'
L52	S 50°56'33" V	14.32'
L53	S 39°03'27" E	6.83'
L54	S 50°56'33" V	13.00'
L55	N 39°03'27" V	6.83'
L56	S 50°56'33" V	33.36'
L57	N 39°03'27" V	8.50'
L58	S 50°56'44" V	26.08'
L59	N 39°01'35" V	11.12'
L60	S 50°56'33" V	5.38'



CURVE	LENGTH	RADIUS	DELTA ANG.	CHORD	CHORD BEARING
C1	28.91'	29.52'	40°35'07"	20.48'	S21°00'05"E
C2	18.34'	10.98'	95°39'39"	16.28'	N72°19'14"E
C3	34.38'	15.98'	98°33'47"	30.25'	N70°52'11"E
C4	28.06'	64.28'	25°00'24"	27.83'	S88°48'46"W
C5	19.07'	31.12'	35°06'28"	18.77'	N82°19'46"E

**FOLEY**  
 ASSOCIATES, INC.  
 ENGINEERS - PLANNERS - SURVEYORS  
 2100 N. 12th Street, Suite 100  
 Phoenix, AZ 85016  
 Phone: (602) 955-8888  
 Fax: (602) 955-8889  
 www.foleyassoc.com

**PLAZA USAGE EXHIBIT I**

Client:	Contact:
---------	----------



**Exhibit "D"**  
**(Miscellaneous Civil Engineering Concerns)**

*Professional Consultants Incorporated*  
 2121 Academy Circle, Suite 202  
 Colorado Springs, Colorado 80909  
 Tel.: 719-380-8857 Fax: 719-380-8858

Thursday, September 23, 2010

Chris Hawkins  
 Community Dev. Dept. TMV  
 455 Mountain Village Blvd.  
 Mountain Village, CO 82435

Re: Final PUD Plans for Lots 73-76R, 89A, 109, 110 at 628 and 632 Mtn. Village Blvd., Town of Mountain Village, Colorado.

Dear Chris,

This letter is in response to your request for comments to the above-referenced project on behalf of the Town of Mountain Village. Professional Consultants Incorporated has previously reviewed this project and submitted comments. So, the comments below have to do with this latest submittal only.

Comments:

1. Sheet DM1 – It is evident that several, if not all, utilities are being removed and relocated. It is not clear how the interim service to the existing users of the Town would be accomplished while the infrastructure is configured to the proposed layout. I do not believe that this is something that should be left to the project owner and/or contractor to decide. The TMV is likely not interested in suspending services while the project is constructed, so, it is important to require that the logistics of interim service be presented in this approval process to recognize and avert any problems.
2. Sheet SP1 – There are significant common areas located above an under-ground parking garage. After all the recent experiences between the TMV and certain locations in the village core, it is important to cover all aspects of the existence of public facilities located over underground structures before any plans are approved. Issues of liability, maintenance responsibility, replacement responsibility, etc. need to be sorted out.
3. Sheet SP1 – The layout seems to be silent about or not indicate where the hotel intends to accommodate larger supply vehicles while loading and unloading. Is this activity planned to be done by parking on the street? If so, where?
4. OU1 - Specific comments for each infrastructure component will be made below. However, even though the overall utilities seem to follow a cleaner layout than the current, there's not enough information provided to evaluate a) whether or not some utilities are too close to building foundations so as to deserve to be sleeved; b) whether the historic capacity of the storm and sewer lines has been maintained through the site with the alternative alignments proposed, and c) Who will own the lines located inside the buildings? As more information is provided, I am sure more questions will arise. **It may desirable for the TMV to require that all lines located within the perimeter of any new building in the Village Core be owned and maintained by the building owner and that a perpetual license be granted to the town to flow all its tributary storm water, water and sewer through the lines.** This would prevent any issue



related to access to the facilities and/or having to deal with the building owner in the event of a failure within the structure. In addition, the quality of the infrastructure that will be installed is likely to be much better because no owner wants to have sewer problems inside an underground garage. Maintenance access to many of the utilities is going to be quite difficult. Generally, pipe joints must be minimized or eliminated through the village core. That means that for water, the lines should be welded steel or restrained joints ductile iron pipe. For storm and sanitary sewers, the piping should be water pressure rated, high density polyethylene with fused joints. Sanitary sewers inside structure should also be sleeved and protected from impact with independent members that would deflect damage to the pipes.

5. GR1 and EC1 - No comment, except to say that the plans are not complete. There are references to sheets that are not labeled as specified, such as "DTX".
6. SD1 and SD2 – Designer should be asked to specifically answer how the proposed piping system protects and improves the current storm water conveyance capacity that the TMV has in place. There also seems to be many floor drains which are not shown as connected to the storm drain. Storm drain sizing of the inlets and conveyance pipes has to recognize that these pipes are in a publicly transited area and are subject to larger debris, sand and gravel influx than a pipe located purely within a building. It seems that the main drainage conveyance and multiple inlet collection lines for storm flows should not be any smaller than 12" in diameter at 75% of depth maximum flow capacity with a Manning's coefficient  $n=0.015$ . Again, as stated earlier, the piping used should have no joints (i.e. fused HDPE type). A detention facility is shown with no details as to what flows it will retain and how it will release to historic levels. Who will own and maintain the detention pond? My recommendation is that said box is retaining the projects excess flows and must be owned and maintained by the project's owner. It is not a regional facility. The SD1 and SD2 plans are missing a few details that are necessary for a thorough review. The profile in SD1 is incomplete. There's reference to an elevation for the piping located in the building, but no indication of what's at the bottom of the reference, i.e. floor of the garage. If it is the floor of the garage, is the vertical clearance constant throughout the length of the pipe, i.e. the garage floor is dropping at the same grade (doubtful). No turns of the storm sewer should be allowed unless inside a concrete box inlet appropriately sized for maintenance access or a standard sized manhole. Several inlets are not connected to the storm drain. All storm sewer collection lines must start with an inlet box or a manhole for maintenance access. This is true for all 8" to 12" inlet collection lines also. Is the slotted drain proposed for ground water dewatering or surface water conveyance? The storm drain line between manholes MH-4 and AD-4 may be in conflict with the adjacent building foundation. Finally, the storm drain piping system inside the building must be protected against vehicular impacts. No details are available to evaluate this condition. The earlier comment about ownership of the line and licensing back to the TMV also apply. There's a portion of storm drain flowing into MH-12 that is being demolished and not replaced with an alternative.
7. SS01 – Manhole SS-7 falls approximately 15' into a 16' General Easement, it is shown to be over 15' deep to the bottom. The concern is that the current easement is too limited to allow for proper construction and maintenance of this line due to the depth of trench requirement and side slope stability, even if using construction boxes. So, as a minimum, there will be encroachment into lot 89-1C with construction and for the long term there's no room to repair or maintain the line without encroachment into that lot once more. So, an easement is needed for construction now and for ownership, access and maintenance later. The designer must provide information to support the sizing of the sewer lines such that it is demonstrated that the carrying capacity of the existing TMV lines at 75% of depth and  $n=0.013$  is retained and or improved upon. It is doubtful that this is taking place because the lines shown through the

- building are at 0.5% slope and yet retain the same minimum sizing of 8" diameter. My earlier comments about materials for the lines and possible ownership within the building's limits still apply. It is recommended that manholes deeper (rim to bottom of base) than 16', but not deeper than 28', be 5' in diameter. After 30' deep they should be 6' in diameter. Also, the 4' diameter manholes should be limited to pipes 16" in diameter or less, when one inlet and one outlet exist. If multiple inlets to one outlet, less than 16" in diameter, or single inlet/outlet for pipe diameters between 18" and 30" exist the manhole should be a minimum of 5' in diameter.
8. WT01 – Water lines within 10' of any foundation should be sleeved by steel encasement. In addition, earlier comments about pipe materials and joint restraints or steel welded pipe apply.
  9. DT2 – Pipe sizing recommendation by manufacturer "Nyloplast" conflict with recommendations made here for outside drains that would be conveyed to the TMV.
  10. ST3 – Manhole detail needs to be changed to reflect that manhole inside diameter needs to be 4' for pipes up to 16" with single inlet and outlet and 5' I.D. for pipes between 18" and 30" with single inlet and outlet. All concrete for manholes must be 4,000 psi. Refer to earlier reference for depth to diameter of manholes specifications.
  11. In summary, I do not know if this is the last time the TMV gets to see these plans before approving construction. If that's the case, the plans are not complete. Too many details are missing and certain items must be proven not to cause detriment to the current TMV's system capacity.

I hope the information provided assists you I your review of the application. If we can be of further service, please advise. Thanks you.

Cordially,



Alvaro J. Testa, Ph.D., P.E.

**ORDINANCE NO. 2015-07**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING MAJOR PUD AMENDMENT TO EXTEND THE LENGTH OF VALIDITY AND VESTED PROPERTY RIGHTS FOR A SITE SPECIFIC DEVELOPMENT PLAN FOR LOT 109R FROM DECEMBER 8, 2015 TO DECEMBER 8, 2020**

**RECITALS**

A. MV Colorado Development Partners, LLC ("**Applicant**") is the owner of record of real property described as Lots 109R, Town of Mountain Village as further described on the plat recorded on March 18, 2011 at Reception Number 416994 ("**Property**").

B. The Town Council approved a PUD development for the Property ("**PUD Approval**") evidenced by Town Council Resolution Number 2010-1208-31 on December 8, 2010 as recorded at Reception Number 415339. The PUD Approval was valid through December 8, 2015.

C. In connection with the Town's PUD Approval, the Applicant and the Town executed a certain Development Agreement for the Property, which was recorded in Reception Number 416997 ("**Development Agreement**").

D. The PUD Approval and the Development Agreement further evidenced the granting and creation of a vested property right for a site specific development plan for the Property for a period of five (5) years that is valid until December 8, 2015 ("**Vested Property Right**").

E. The Applicant submitted its development application for a major PUD amendment seeking Town approval to extend the PUD Approval and the Vested Property Right until December 8, 2020 ("**PUD Extension Application**").

F. The PUD Extension Application has been processed and evaluated pursuant to the Town of Mountain Village Community Development Code ("**CDC**").

G. The Design Review Board ("**DRB**") conducted a public hearing on the PUD Extension Application in accordance with the CDC Public Hearing Noticing Requirements on May 7, 2015, with public notice of such application as required by the public hearing noticing requirements of the CDC.

H. The Town Council finds the proposed PUD Extension Application meets the PUD criteria for decision contained in CDC Section 17.4.12.E as follows:

1. The proposed rezoning is in general conformance with the goals, policies and provisions of the Mountain Village Comprehensive Plan ("**Comprehensive Plan**") because, without limitation:
  - a. The PUD requires 40 hotbed units in efficiency lodge units that must remain with the hotel property owner subject to specific condo-hotel regulations, which will increase the hotbed base.
  - b. The projects additional 26 efficiency lodge units, 38 lodge units and 20 condominium units above the 40 required efficiency lodge units will further infuse vibrancy, activity and vitality into the Village Center.
  - c. The infill development will provide a restaurant and limited commercial space that will help revitalize the North Village Center area.

2. The proposed PUD is consistent with the underlying zone district and zoning designations on the site or to be applied to the site because, without limitation:
  - a. The uses are permitted in the Village Center Zone District.
  - b. The proposed rezoning complies with the zoning designations on the property; the density limitation; platted open space requirements; building height; and lot coverage requirements outlined in the Zoning Regulations.
  - c. The development is consistent with the Development Agreement.
  
3. The development proposed for the PUD represents a creative approach to the development, use of land and related facilities to produce a better development than would otherwise be possible and will provide amenities for residents of the PUD and the public in general because, without limitation:
  - a. The PUD extension will allow for the creative development of a high density hotbed project that would not be possible without the variances granted under the Development Agreement.
  - b. The project will provide improved plaza areas, public parking, pedestrian connectivity, conference space, commercial development and other amenities.
  - c. The density allowed under the Development Agreement has been transferred to the Property and can only be creatively fit on the site through the variances granted by the Town through the Development Agreement.
  - d. The Town received Lot 644 in the Meadows in exchange for land conveyed to the Applicant that is now included in the Property, thus, both the Town and the Applicant have received creative benefits that cannot be extinguished.
  
4. The proposed PUD is consistent with and furthers the PUD purposes and intent because, without limitation:
  - a. It will allow for flexibility, creativity and innovation in land use planning and project design.
  - b. The original PUD public benefits will continue to be provided.
  - c. The amendment furthers the land use principles of the Comprehensive Plan.
  - d. Efficient land use is being encouraged through a high density infill development that is consistent with the Comprehensive Plan.
  - e. The development continues to allow for integrated planning for the Village Center, Lot 109R and surrounding development in order to achieve the PUD purposes.
  
5. The proposed PUD amendment meets the PUD general standards contained in CDC section 17.4.12(I), including but not limited to the authority to initiate a PUD amendment, landscaping and buffering and adequate infrastructure.
6. The PUD will continue to provide adequate community benefits, such as public parking, mitigation payments and 40 deed restricted hotbed units subject to specific condo-hotel regulations.
7. Adequate public facilities and services are available to serve the intended land uses because, without limitation:
  - a. Police protection and water and sewer services will be provided by the Town.
  - b. Fire protection will be provided by the Telluride Fire Protection District.
  
8. The proposed PUD amendment will not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion.
9. The proposed PUD meets all applicable Town regulations and standards except for the variations allowed by the Development Agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council approves the PUD Extension Application, including an extension of the PUD Approval and the Vested Property Right until December

8, 2020 Vested Property Right until December 8, 2020, and the draft PUD development agreement, a copy of which is set forth on attached Exhibit A, subject to the condition set forth in Section 1 below.

**Section 1. Conditions of Approval**

- 1. The Mayor is authorized to review and approve the final PUD Development Agreement and other legal instruments which may be required to be amended concurrently with the PUD.

**Section 2. Ordinance Effect**

- A. This Ordinance shall have no effect on pending litigation, if any, and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the ordinances repealed or amended as herein provided and the same shall be construed and concluded under such prior ordinances.
- B. All ordinances, of the Town, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed, replaced and superseded to the extent only of such inconsistency or conflict.

**Section 3. Severability**

The provisions of this Ordinance are severable and the invalidity of any section, phrase, clause or portion of this Ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of this Ordinance.

**Section 4. Effective Date**

This Ordinance shall become effective on July 25, 2015.

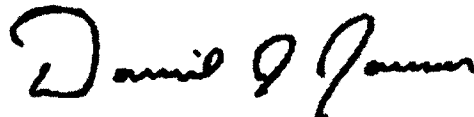
**Section 5. Public Hearing**

A public hearing on this Ordinance was held on the 25<sup>th</sup> day of June, 2015 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.


**INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 21<sup>st</sup> day of May 2015.**

**TOWN OF MOUNTAIN VILLAGE**

**TOWN OF MOUNTAIN VILLAGE,  
COLORADO, A HOME-RULE  
MUNICIPALITY**

By:   
Dan Jansen, Mayor

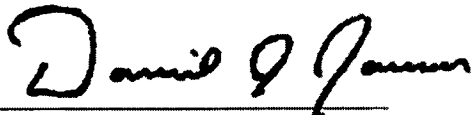
ATTEST:

  
Jackie Kennefick, Town Clerk

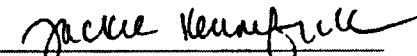
**HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village,  
Colorado this 25<sup>th</sup> day of June, 2015.**

**TOWN OF MOUNTAIN VILLAGE**

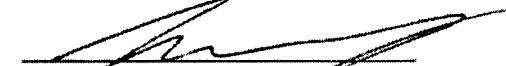
**TOWN OF MOUNTAIN VILLAGE,  
COLORADO, A HOME-RULE  
MUNICIPALITY**

By:   
Dan Jansen, Mayor

ATTEST:

  
Jackie Kennefick, Town Clerk

Approved As To Form:

  
Jim Mahoney, Assistant Town Attorney

I, Jackie Kennefick, the duly qualified and acting Town Clerk of the Town of Mountain Village, Colorado ("Town") do hereby certify that:

1. The attached copy of Ordinance No.2015-07 ("Ordinance") is a true, correct and complete copy thereof.

2. The Ordinance was introduced, read by title, approved on first reading with minor amendments and referred to public hearing by the Town Council the Town ("Council") at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on May 21, 2015, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Dan Jansen, Mayor			X	
Cath Jett, Mayor Pro-Tem	X			
Jonette Bronson	X			
John Howe	X			
Michelle Sherry	X			
Martin McKinley	X			
Dave Schillaci	X			

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on May 29, 2015 in accordance with Section 5.2b of the Town of Mountain Village Home Rule Charter.

4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on June 25, 2015. At the public hearing, the Ordinance was considered, read by title, and approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Dan Jansen, Mayor	X			
Cath Jett, Mayor Pro-Tem	X			
Jonette Bronson	X			
John Howe	X			
Michelle Sherry			X	
Martin McKinley	X			
Dave Schillaci	X			

5. The Ordinance has been signed by the Mayor, sealed with the Town seal, attested by me as Town Clerk, and duly numbered and recorded in the official records of the Town.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this 25th day of June, 2015.

(SEAL)



*Jackie Kennefick*  
Jackie Kennefick, Town Clerk

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
Lot 109R, Town of Mountain Village, Planned Unit Development**

**THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment")**, made effective as of June 25, 2015 ("**Effective Date**"), is made by and between Town of Mountain Village, a Colorado Home Rule Municipality and Political Subdivision of the State of Colorado ("**Town**") and MV Colorado Development Partners, LLC, a Texas limited liability company or its successor in interest ("**Owner**"). Town and Owner are sometimes each individually referred to as a "**Party**" and sometimes collectively as the "**Parties**". The Parties agree as follows:

1. The Parties entered into that certain Development Agreement Lot 109R, Town of Mountain Village, Planned Unit Development ("**Development Agreement**") recorded on March 18, 2011 in Reception No. 416997.

2. Owner is the current fee simple owner of certain real property described as Lot 109R, Town of Mountain Village as further described on the plat recorded on March 18, 2011 at Reception Number 416994 ("**Property**").

3. The Town Council approved a PUD development for the Property ("**PUD Approval**") evidenced by Town Council Resolution Number 2010-1208-31 adopted on December 8, 2010, as recorded at Reception Number 415339. The PUD Approval was valid through December 8, 2015.

4. In connection with the Town PUD Approval, the Owner and the Town executed a certain Development Agreement for the Property, which was recorded in Reception Number 416997 ("**Development Agreement**").

5. The PUD Approval and the Development Agreement evidenced the granting and creation of a vested property right for a site specific development plan for the Property for a period of five (5) years that is valid until December 8, 2015 ("**Vested Property Right**").

6. The Owner submitted its development application for a major PUD amendment seeking Town approval to extend the PUD Approval and the Vested Property Right until December 8, 2020 ("**PUD Extension Application**").

7. The PUD Extension Application was reviewed and approved by the Town, evidenced by a certain Town Council Ordinance 2015- 07, recorded in Reception No. 438753 ("**Town PUD Extension Ordinance**").

8. The Parties wish to modify portions of the Development Agreement in the manner provided for in this Amendment consistent with the Town PUD Extension Ordinance.

9. Section 12.16 of the Development Agreement is amended and restated to read as follows

12.16. **Term of Agreement.** This Agreement and the Town Approvals as they relate to the Applications, except for the Replat, shall expire as of December 8, 2020 unless Owner has either: (a) obtained a building permit and commenced construction of the Project Condominium; or (b) applied for and obtained an approval to extend this Agreement and the Town Approvals. If construction has not timely commenced or an extension not obtained prior to December 8, 2020, the Town Approvals shall expire, except that the Replat and the density assigned to the Property shall remain in place, but prior to any use and development of the Property, the Owner of the Property must reapply for and obtain necessary approvals of applications for rezoning, PUD,



waivers/variatioins and design review approval for any project contemplated for the Property, which will be reviewed in accordance with LUO and Design Regulations in place at the time of the submission of any such application.

10. The Vested Property Right is extended to December 8, 2020.

11. In the event that any terms, conditions and provisions contained in this Amendment are inconsistent with or otherwise in conflict with any terms, conditions and provisions contained in the Development Agreement and/or any amendments thereto, the terms, conditions and provisions contained in this Amendment shall control.

12. No other amendments, modifications or alterations to the Development Agreement, other than the amendments specifically stated herein, are contemplated or made by the execution of this Amendment. All other terms, conditions, provisions, rights, duties and benefits stated in the Development Agreement shall continue in full force and effect.

13. This Amendment may be executed in multiple counterparts or by legible facsimile copy, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument. The facsimile transmission or scanned/emailed of a signed copy of this Amendment shall be considered valid and constitute a signed original.

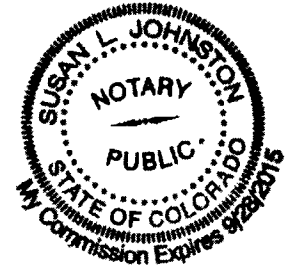
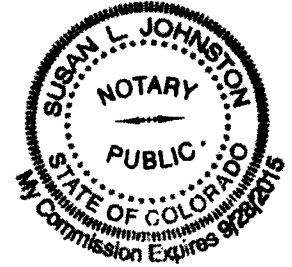
IN WITNESS THEREOF, the Parties have executed this Agreement intending that it become effective as of the Effective Date.

TOWN:

Town of Mountain Village, a Colorado Home Rule Municipality and Political Subdivision of the State of Colorado

By: Daniel J Jansen Date: 6/25/2015  
Dan Jansen, Mayor

Attest: Susan Johnston  
By: [Signature] Date: 6/25/15  
Kim Montgomery, Town Manager



STATE OF Colorado )  
COUNTY OF San Miguel )<sup>ss</sup>

Acknowledged, subscribed and sworn to before me this 25<sup>th</sup> day of June, 2015 by Dan Jansen as the Mayor of The Town of Mountain Village.

Witness my hand and official seal.

Susan L Johnston  
Notary Public

My commission expires: 9/28/2015

STATE OF Colorado )  
COUNTY OF San Miguel )<sup>ss</sup>

Acknowledged, subscribed and sworn to before me this 25<sup>th</sup> day of June, 2015 by Kim Montgomery as the Town Manager of The Town of Mountain Village.

Witness my hand and official seal.

Susan L Johnston  
Notary Public

My commission expires: 9/28/2015

**OWNER:**

MV Colorado Development Partners, LLC,  
a Texas limited liability company

By: John Wagner

Date: 7/27/2015

Printed Name: JOHN WAGNER  
Title: VP

State of Texas )  
                                          )ss  
County of Dallas )

Subscribed to and acknowledged before me this 27 day of July, 2015 by  
John Wagner as Vice President of MV  
Colorado Development Partners, LLC.

Witness my hand and official seal.

Kathy H. McDaniel  
Notary Public

My commission expires: 4/21/19



**ORDINANCE NO. 2020-16**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING A MAJOR SECOND PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT TO LOT 109R EXTENDING THE LENGTH OF VALIDITY AND VESTED PROPERTY RIGHTS FOR A SITE SPECIFIC DEVELOPMENT PLAN FROM DECEMBER 8, 2020 TO DECEMBER 8, 2022**

**RECITALS**

- A. MV Colorado Development Partners, LLC ("Applicant") is the owner of record of real property described as Lots 109R, Town of Mountain Village as further described on the plat recorded on March 18, 2011 at Reception Number 416994 ("Property").
- B. The Town Council approved a PUD development for the Property ("PUD Approval") evidenced by Town Council Resolution Number 2010-1208-31 on December 8, 2010 as recorded at Reception Number 415339. The PUD Approval was valid through December 8, 2015.
- C. In connection with the Town's PUD Approval, the Applicant and the Town executed a certain Development Agreement for the Property, which was recorded in Reception Number 416997 ("Development Agreement").
- D. The PUD Approval and the Development Agreement further evidenced the granting and creation of a vested property right for a site specific development plan for the Property for a period of five (5) years that is valid until December 8, 2015 ("Vested Property Right").
- E. The Applicant submitted its development application for a major PUD amendment seeking Town approval to extend the PUD Approval and the Vested Property Right until December 8, 2020 ("First PUD Extension Application").
- F. The First PUD Extension Application has been processed and evaluated pursuant to the Town of Mountain Village Community Development Code ("CDC").
- G. The Design Review Board ("DRB") conducted a public hearing on the First PUD Extension Application in accordance with the CDC Public Hearing Noticing Requirements on May 7, 2015, with public notice of such application as required by the public hearing noticing requirements of the CDC.
- H. The Town Council approved the First PUD Extension Application the Vested Property Rights for a site specific development plan by Ordinance 2015-07 at reception No. 438753 and the First Amendment to Development Agreement at Reception No. 438754 to December 8, 2020.
- I. The Applicant submitted a Second Major PUD Amendment application to extend the PUD Approval and Vested Property right until December 8, 2022.
- J. The DRB conducted a public hearing on the Second Major PUD Amendment Application in accordance with the CDC Public Hearing Noticing Requirements on November 5, 2020, with public notice of such application as required by the public hearing noticing requirements of the CDC. The DRB recommended to Town Council unanimously to approve the application.
- K. The Town Council approved on first reading of an Ordinance the application on November 19, 2020.

- L. The Town Council considered on second reading of an Ordinance the application on December 3, 2020.
- M. The Town Council finds the proposed Second PUD Extension Application meets the PUD criteria for decision contained in CDC Section 17.4.12.E as follows:
1. The proposed rezoning is in general conformance with the goals, policies and provisions of the Mountain Village Comprehensive Plan ("Comprehensive Plan") because, without limitation:
  2. The PUD requires 40 hotbed units in efficiency lodge units that must remain with the hotel property owner subject to specific condo-hotel regulations, which will increase the hotbed base.
  3. The projects additional 26 efficiency lodge units, 38 lodge units and 20 condominium units above the 40 required efficiency lodge units will further infuse vibrancy, activity and vitality into the Village Center.
  4. The infill development will provide a restaurant and limited commercial space that will help revitalize the North Village Center area.
  5. The proposed PUD is consistent with the underlying zone district and zoning designations on the site or to be applied to the site because, without limitation:
  6. The uses are permitted in the Village Center Zone District.
  7. The proposed rezoning complies with the zoning designations on the property; the density limitation; platted open space requirements; building height; and lot coverage requirements outlined in the Zoning Regulations.
  8. The development is consistent with the Development Agreement.
  9. The development proposed for the PUD represents a creative approach to the development, use of land and related facilities to produce a better development than would otherwise be possible and will provide amenities for residents of the PUD and the public in general because, without limitation:
    - a. The PUD extension will allow for the creative development of a high-density hotbed project that would not be possible without the variances granted under the Development Agreement.
    - b. The project will provide improved plaza areas, public parking, pedestrian connectivity, conference space, commercial development and other amenities.
    - c. The density allowed under the Development Agreement has been transferred to the Property and can only be creatively fit on the site through the variances granted by the Town through the Development Agreement.
    - d. The Town received Lot 644 in the Meadows in exchange for land conveyed to the Applicant that is now included in the Property, thus, both the Town and the Applicant have received creative benefits that cannot be extinguished.
  10. The proposed PUD is consistent with and furthers the PUD purposes and intent because, without limitation:
    - a. It will allow for flexibility, creativity and innovation in land use planning and project design.
    - b. The original PUD public benefits will continue to be provided.
    - c. The amendment furthers the land use principles of the Comprehensive Plan.
    - d. Efficient land use is being encouraged through a high density infill development that is consistent with the Comprehensive Plan.
    - e. The development continues to allow for integrated planning for the Village Center, Lot 1 09R and surrounding development in order to achieve the PUD purposes.
  11. The proposed PUD amendment meets the PUD general standards contained in CDC section 17.4.12(1), including but not limited to the authority to initiate a PUD amendment, landscaping and buffering and adequate infrastructure.

12. The PUD will continue to provide adequate community benefits, such as public parking, mitigation payments and 40 deed restricted hotbed units subject to specific condo-hotel regulations.
13. Adequate public facilities and services are available to serve the intended land uses because, without limitation:
  - a. Police protection and water and sewer services will be provided by the Town.
  - b. Fire protection will be provided by the Telluride Fire Protection District.
14. The proposed PUD amendment will not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion.
15. The proposed PUD meets all applicable Town regulations and standards except for the variations allowed by the Development Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO, THAT THE TOWN COUNCIL APPROVES THE SECOND PUD EXTENSION APPLICATION, INCLUDING THE EXTENSION OF THE PUD APPROVAL AND THE VESTED PROPERTY RIGHTS UNTIL DECEMBER 8, 2022 AND THE SECOND MAJOR PUD AGREEMENT AMENDMENT IS HEREBY ATTACHED AS EXHIBIT A.**

**Section 2. Ordinance Effect**

- A. This Ordinance shall have no effect on pending litigation, if any, and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the Ordinances repealed or amended as herein provided and the same shall be construed and concluded under such prior Ordinances.
- B. All Ordinances, of the Town, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed, replaced and superseded to the extent only of such inconsistency or conflict.

**Section 3. Severability**

The provisions of this Ordinance are severable and the invalidity of any section, phrase, clause or portion of this Ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of this Ordinance.

**Section 4. Effective Date**

This Ordinance shall become effective thirty days after the public hearing which is December 3, 2020; effective date January 2, 2021.

**Section 5. Public Hearing**

A public hearing on this Ordinance was held on the 3rd day of December 2020 in a virtual Zoom meeting.


**INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 19<sup>th</sup> Day of November 2020**

**TOWN OF MOUNTAIN VILLAGE:**

ATTEST:

TOWN OF MOUNTAIN VILLAGE,  
COLORADO, A HOME-RULE  
MUNICIPALITY


  
Susan Johnston, Town Clerk

By:   
Laila Benitez, Mayor

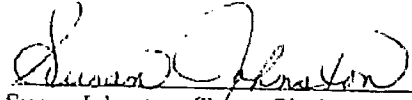
HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village,  
Colorado this 3<sup>rd</sup> Day of December 2020.

TOWN OF MOUNTAIN VILLAGE:


TOWN OF MOUNTAIN VILLAGE,  
COLORADO, A HOME-RULE  
MUNICIPALITY

By:   
Laila Benitez, Mayor

ATTEST:

  
 Susan Johnston, Town Clerk

Approved As To Form:

  
 Paul Wisor, Town Attorney

I, Susan Johnston, the duly qualified and acting Town Clerk of the Town of Mountain Village, Colorado ("Town") do hereby certify that:

- 5. The attached copy of Ordinance No. 2020-16 ("Ordinance") is a true, correct and complete copy thereof.
- 5. The Ordinance was introduced, read by title, approved on first reading with minor amendments and referred to public hearing by the Town Council the Town ("Council") at a regular meeting held via virtual Zoom meeting, on November 19, 2020, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Laila Benitez, Mayor	X			
Dan Caton, Mayor Pro-Tem	X			
Martinique Davis Prohaska	X			
Peter Duprey	X			
Patrick Berry	X			
Natalie Binder	X			
Jack Gilbride	X			

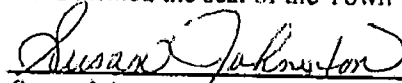
- 5. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on November 26, 2020 in accordance with Section 5.2b of the Town of Mountain Village Home Rule Charter.
- 4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held via virtual Zoom meeting, Mountain Village, Colorado, on December 3, 2020. At the public hearing, the Ordinance was considered, read by title, and approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Laila Benitez, Mayor	X			
Dan Caton, Mayor Pro-Tem	X			
Martinique Davis Prohaska	X			
Peter Duprey	X			
Patrick Berry	X			
Natalie Binder			X	
Jack Gilbride	X			



5. The Ordinance has been signed by the Mayor, sealed with the Town seal, attested by me as Town Clerk, and duly numbered and recorded in the official records of the Town.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this 3<sup>rd</sup> day of December 2020.

  
\_\_\_\_\_  
Susan Johnston, Town Clerk

(SEAL)



EXHIBIT A

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT**  
**Lot 109R, Town of Mountain Village, Planned Unit Development**

**THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment")**, made effective as of December 3, 2020 ("**Effective Date**"), is made by and between Town of Mountain Village, a home rule municipality and political subdivision of the State of Colorado ("**Town**") and MV Colorado Development Partners, LLC, a Texas limited liability company or its successor in interest ("**Owner**"). Town and Owner are sometimes each individually referred to as a "**Party**" and sometimes collectively as the "**Parties**". The Parties agree as follows:

1. The Parties entered into that certain Development Agreement Lot 109R, Town of Mountain Village, Planned Unit Development ("**Development Agreement**") recorded on March 18, 2011 in Reception No. 416997 as amended by the First Amendment to the Development Agreement recorded on August 5, 2015 in Reception No. 438754 ("**First Amendment to Development Agreement**")
2. Owner is the current fee simple owner of certain real property described as Lot 109R, Town of Mountain Village as further described on the plat recorded on March 18, 2011 at Reception Number 416994 ("**Property**").
3. The Town Council approved a PUD development for the Property ("**PUD Approval**") evidenced by Town Council Resolution Number 2010-1208-31 adopted on December 8, 2010, as recorded at Reception Number 415339. The PUD Approval was valid through December 8, 2015 and subsequently was extended through December 8, 2020.
4. The PUD Approval and the Development Agreement evidenced the granting and creation of a vested property right for a site-specific development plan for the Property for a period of five (5) years that is valid until December 8, 2015 ("**Vested Property Right**"). The First Amendment to Development Agreement extended the term of the Vested Property Right for an additional five (5) years through December 8, 2020.
5. The Owner submitted its development application seeking Town approval to extend the PUD Approval and the Vested Property Right until December 8, 2022 ("**PUD Extension Application**").
6. The PUD Extension Application was reviewed and approved by the Town, evidenced by a certain Town Council Ordinance No. 2020- 16, recorded in Reception No. \_\_\_\_\_ ("**Town PUD Extension Ordinance**").
7. Pursuant to the Town PUD Extension Ordinance, the Vested Property Right is extended to December 8, 2022.
8. The Parties wish to modify portions of the Development Agreement in the manner provided for in this Amendment consistent with the Town PUD Extension Ordinance.
9. Section 12.16 of the Development Agreement is amended and restated to read as follows
 

**12.16. Term of Agreement.** This Agreement and the Town Approvals as they relate to the Applications, except for the Replat, shall expire as of December 8, 2022 unless Owner has either: (a) obtained a building permit and commenced construction of the Project Condominium; or (b) applied for and obtained an approval to extend this Agreement and the Town Approvals. If construction has not timely commenced or an extension not obtained prior to December 8, 2022, the Town Approvals shall expire, except that the Replat and the density assigned to the Property

shall remain in place, but prior to any use and development of the Property, the Owner of the Property must reapply for and obtain necessary approvals of applications for rezoning, PUD, waivers/exceptions and design review approval for any project contemplated for the Property, which will be reviewed in accordance with LUO and Design Regulations in place at the time of the submission of any such application.

10. In the event that any terms, conditions and provisions contained in this Amendment are inconsistent with or otherwise in conflict with any terms, conditions and provisions contained in the Development Agreement and/or any amendments thereto, the terms, conditions and provisions contained in this Amendment shall control.

11. No other amendments, modifications or alterations to the Development Agreement, other than the amendments specifically stated herein, are contemplated or made by the execution of this Amendment. All other terms, conditions, provisions, rights, duties and benefits stated in the Development Agreement shall continue in full force and effect.

12. This Amendment may be executed in multiple counterparts or by legible facsimile copy, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument. The facsimile transmission or scanned/emailed of a signed copy of this Amendment shall be considered valid and constitute a signed original.

IN WITNESS THEREOF, the Parties have executed this Agreement intending that it become effective as of the Effective Date.

TOWN:

Town of Mountain Village, a Colorado Home Rule Municipality and Political Subdivision of the State of Colorado

By: [Signature]  
Kim Montgomery, Town Manager

Date: 12/10/2020

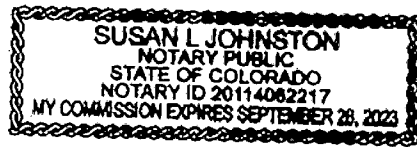
STATE OF Colorado )  
COUNTY OF San Miguel ) ss

Acknowledged, subscribed and sworn to before me this 10<sup>th</sup> day of December, 2020 by Kim Montgomery as the Town Manager of The Town of Mountain Village.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 9-28-23



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

Acknowledged, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Kim Montgomery as the Town Manager of The Town of Mountain Village.

Witness my hand and official seal.

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

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

APPROVED AS TO FORM

By: Paul Wisor

Date: December 3, 2020

Printed Name: Paul Wisor, Town Attorney

**OWNER:**

MV Colorado Development Partners, LLC,  
a Texas limited liability company

By: John Wagner

Date: 12/8/2020

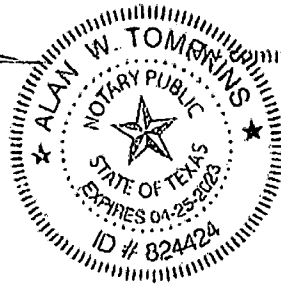
Printed Name: John Wagner  
Title: VP

State of Texas )  
                                          )ss  
County of Dallas )

Subscribed to and acknowledged before me this 8<sup>th</sup> day of December, 2020 by  
John Wagner as Vice President of MV  
Colorado Development Partners, LLC.

Witness my hand and official seal.

Alan W. Tomerins  
Notary Public



Commission expires: 4/23/2023

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT  
Lot 109R, Town of Mountain Village, Planned Unit Development**

**THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT** (“**Amendment**”), made effective as of December 3, 2020 (“**Effective Date**”), is made by and between Town of Mountain Village, a home rule municipality and political subdivision of the State of Colorado (“**Town**”) and MV Colorado Development Partners, LLC, a Texas limited liability company or its successor in interest (“**Owner**”). Town and Owner are sometimes each individually referred to as a “**Party**” and sometimes collectively as the “**Parties**”. The Parties agree as follows:

1. The Parties entered into that certain Development Agreement Lot 109R, Town of Mountain Village, Planned Unit Development (“**Development Agreement**”) recorded on March 18, 2011 in Reception No. 416997 as amended by the First Amendment to the Development Agreement recorded on August 5, 2015 in Reception No. 438754 (“**First Amendment to Development Agreement**”)

2. Owner is the current fee simple owner of certain real property described as Lot 109R, Town of Mountain Village as further described on the plat recorded on March 18, 2011 at Reception Number 416994 (“**Property**”).

3. The Town Council approved a PUD development for the Property (“**PUD Approval**”) evidenced by Town Council Resolution Number 2010-1208-31 adopted on December 8, 2010, as recorded at Reception Number 415339. The PUD Approval was valid through December 8, 2015 and subsequently was extended through December 8, 2020.

4. The PUD Approval and the Development Agreement evidenced the granting and creation of a vested property right for a site-specific development plan for the Property for a period of five (5) years that is valid until December 8, 2015 (“**Vested Property Right**”). The First Amendment to Development Agreement extended the term of the Vested Property Right for an additional five (5) years through December 8, 2020.

5. The Owner submitted its development application seeking Town approval to extend the PUD Approval and the Vested Property Right until December 8, 2022 (“**PUD Extension Application**”).

6. The PUD Extension Application was reviewed and approved by the Town, evidenced by a certain Town Council Ordinance No. 2020-16, recorded in Reception No. 467309 (“**Town PUD Extension Ordinance**”).

7. Pursuant to the Town PUD Extension Ordinance, the Vested Property Right is extended to December 8, 2022.

8. The Parties wish to modify portions of the Development Agreement in the manner provided for in this Amendment consistent with the Town PUD Extension Ordinance.

9. Section 12.16 of the Development Agreement is amended and restated to read as follows

12.16. **Term of Agreement.** This Agreement and the Town Approvals as they relate to the Applications, except for the Replat, shall expire as of December 8, 2022 unless Owner has either: (a) obtained a building permit and commenced construction of the Project Condominium; or (b) applied for and obtained an approval to extend this Agreement and the Town Approvals. If construction has not timely commenced or an extension not obtained prior to December 8, 2022, the Town Approvals shall expire, except that the Replat and the density assigned to the Property

shall remain in place, but prior to any use and development of the Property, the Owner of the Property must reapply for and obtain necessary approvals of applications for rezoning, PUD, waivers/exceptions and design review approval for any project contemplated for the Property, which will be reviewed in accordance with LUO and Design Regulations in place at the time of the submission of any such application.

10. In the event that any terms, conditions and provisions contained in this Amendment are inconsistent with or otherwise in conflict with any terms, conditions and provisions contained in the Development Agreement and/or any amendments thereto, the terms, conditions and provisions contained in this Amendment shall control.

11. No other amendments, modifications or alterations to the Development Agreement, other than the amendments specifically stated herein, are contemplated or made by the execution of this Amendment. All other terms, conditions, provisions, rights, duties and benefits stated in the Development Agreement shall continue in full force and effect.

12. This Amendment may be executed in multiple counterparts or by legible facsimile copy, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument. The facsimile transmission or scanned/emailed of a signed copy of this Amendment shall be considered valid and constitute a signed original.



**IN WITNESS THEREOF**, the Parties have executed this Agreement intending that it become effective as of the Effective Date.

**TOWN:**

Town of Mountain Village, a Colorado Home Rule Municipality and Political Subdivision of the State of Colorado

By: [Signature]  
Kim Montgomery, Town Manager

Date: 12/10/2020

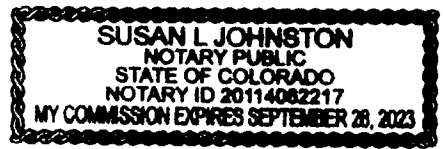
STATE OF Colorado )  
COUNTY OF San Miguel ) ss

Acknowledged, subscribed and sworn to before me this 10<sup>th</sup> day of December, 2020 by Kim Montgomery as the Town Manager of The Town of Mountain Village.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 9-28-23



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

Acknowledged, subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by Kim Montgomery as the Town Manager of The Town of Mountain Village.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public My commission expires: \_\_\_\_\_

**APPROVED AS TO FORM**

By: Paul Wisor

Date: December 3, 2020

Printed Name: Paul Wisor, Town Attorney

**OWNER:**

MV Colorado Development Partners, LLC,  
a Texas limited liability company

By: John Wagner

Date: 12/8/2020

Printed Name: JOHN WAGNER  
Title: VP

State of Texas )

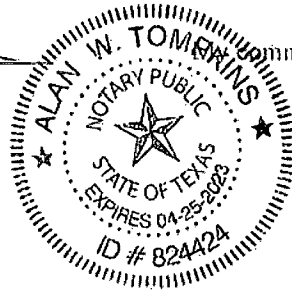
)ss

County of Dallas )

Subscribed to and acknowledged before me this 8<sup>th</sup> day of December, 2020 by  
John Wagner as Vice President of MV  
Colorado Development Partners, LLC.

Witness my hand and official seal.

[Signature]  
Notary Public



Commission expires: 4/25/2023



**TO:** Mountain Village Design Review Board

**FROM:** Amy Levek

**FOR:** Design Review Board Public Hearing; August 4 2022

**DATE:** 7/26/22

**RE:** Staff Memo – Initial Architecture and Site Review (IASR) Lot 640, DR-5, 5 Spring Creek Drive

## APPLICATION OVERVIEW: New Single-Family Home on Lot 640 D-5

### PROJECT GEOGRAPHY

**Legal Description:** LOT 640 DR-5, TELLURIDE MOUNTAIN VILLAGE ACC TO PLAT BK 1 PG 2398 AND DECS AT 319898 LOCATED WITHIN TELLURIDE MOUNTAIN VILLAGE FILING 33 SEC 33 T43N R9W NMPM SAN MIGUEL COUNTY CO

**Address:** 5 Spring Creek Drive

**Applicant/Agent:** Peter Lundeen, FUSE Architecture and Interior

**Owner:** Ruth and Frank Hensen

**Zoning:** Multi-Family Deed-Restricted

**Existing Use:** Vacant

**Proposed Use:** Single-Family detached condominium

**Lot Size:** .022 acres

**Adjacent Land Uses:**

- **North:** Single-family
- **South:** undeveloped and Single-family
- **East:** Single-family
- **West:** Single-family



Figure 1: Vicinity Map

### ATTACHMENTS

Exhibit A: Architectural Plan Set

Exhibit B: Staff/Public Comm

**Case Summary:** Peter Lundeen of FUSE Architecture and Interiors is requesting Design Review Board (DRB) approval of an Initial Architectural and Site Review (IASR)

Application for a new single-family home on Lot 640 DR-5, 5 Spring Creek Drive. The Lot is approximately .022 acres and is zoned Single-family. The overall square footage of the home is approximately 3355 gross square feet and provides 2 interior parking spaces within the proposed garage.

**Applicable CDC Requirement Analysis:** The applicable requirements cited may not be exhaustive or all-inclusive. The applicant is required to follow all requirements even if an applicable section of the CDC is not cited. *Please note that Staff comments will be indicated by Italicized Text.*

Table 1

<u>CDC Provision</u>	<u>Requirement</u>	<u>Proposed</u>
<b>Maximum Building Height</b>	40' (gable) Maximum	39' 11 9/16"
<b>Maximum Avg. Building Height</b>	35' (gable) Maximum	28.07'
<b>Maximum Lot Coverage</b>	40%, but covenants limit to 960 s.f.	960 s.f.
<b>General Easement Setbacks</b>	No encroachment	Grading will require layback in GE
<b>Roof Pitch</b>		
Primary		3:12, 5:12
Secondary		5:12
<b>Exterior Material</b>		
Stone	35% minimum	16%
Windows/Doors	40% maximum	12%
<b>Parking</b>	2 interior	2 interior

**Design Variation:**

- 1) Exterior materials – less than 35% stone

**DRB Specific Approval:**

- 1) GE encroachment – grading and dry stack wall

**Chapter 17.3: ZONING AND LAND USE REGULATIONS**

**17.3.12: Building Height Limits**

Sections 17.3.11 and 17.3.12 of the CDC provide the methods for measuring Building Height and Average Building Height, along with providing the height allowances for specific types of buildings based on their architectural form. The proposed design incorporates a combination of gable and shed roof forms. Homes with a primary gable roof form are granted a maximum building height of 40 feet. The average height is an average of measurements from a point halfway between the roof ridge and eave. The points are generally every 20 feet around the roof. The maximum height is measured from the highest point on a roof directly down to the existing grade or finished grade, whichever is more restrictive.

*Staff: Staff has determined that the primary roof form for this home is a gable and therefore granted a maximum height of 40 feet. The parallel plane projection is showing that the home is under the 40' limit at all elevations. The applicant has listed a maximum height of 39' 11 9/16" ft. and an average height of 28.07 ft., well under the maximum average of 35 ft. The applicant has not shown heights including USGS data. This will be important to understand as it moves into building permit, so that at the end of the project, heights can be determined by survey. The applicant should revise the height drawings to include USGS data prior to final review.*

### **17.3.14: General Easement Setbacks**

Lot 640 DR is burdened by a sixteen (16) foot General Easement (GE) on all sides of the property. This easement is directly south of Lot 640 DR-5.

The CDC provides that the GE and other setbacks be maintained in a natural, undisturbed state to provide buffering to surrounding land uses. The CDC does provide for some development activity within the GE and setbacks such as Ski Access, Natural Landscaping, Utilities, Address Monuments, and Fire Mitigation. All encroachments not listed above will require encroachment agreements between the property owner and the Town.

*Staff: The proposal does not include any encroachments in the GE, but does anticipate some construction disturbances. According to the application, due to the steep nature of the site, there is some layback into the GE on the south.*

*The proposal also includes some GE encroachments requiring specific DRB approval:*

- *Drystack wall and Layback in the GE on the south*

*Staff: Staff finds the encroachments in the GE to be minimal and DRB should discuss whether they find these encroachments acceptable. If so, a specific approval should be granted.*

*Regardless of the encroachment, any development within the General Easement will require the owner and the Town to enter into a GE Encroachment Agreement as part of a condition of approval.*

*Although not a GE encroachment, the application does show some encroachment within the LCE. Typically, the condo declarations will discuss allowable uses of the LCE within the condominium community. The condo declarations for Spring Creek are not specific as to allowable encroachments within the LCE, however since the application was signed off on by the HOA president, staff assumes that shown encroachments are authorized by the HOA. Encroachments noted within the LCE include landscaping improvements with boulder walls, a stairway, stone cladding on the home that extends beyond the building footprint and above grade living space on the 2<sup>nd</sup> and 3<sup>rd</sup> stories. In other words, if the HOA has no objection, then the town has no objection to an overhang within the Limited Common Element (LCE) area, so long as the design is approvable by the DRB.*

## **Chapter 17.5: DESIGN REGULATIONS**

### **17.5.4: Town Design Theme**

The Town of Mountain Village has established design themes aimed at creating a strong image and sense of place for the community. Due to the fragile high alpine environment, architecture and landscaping shall be respectful and responsive to the tradition of alpine design – reflecting elements of alpine regions while blending influences that visually tie the town to mountain buildings. The town recognizes that architecture will continue to evolve and create a regionally unique mountain vernacular, but these evolutions must continue to embrace nature and traditional style in a way that respects the design context of the neighborhoods surrounding the site.

*Staff: The home is a simple design with a mix of materials typically found on the adjacent homes that comprise Lot 640 DR. The site is small and the building fits within the context and uses materials that are natural and sustainable (stone, wood and metal) as specified in the Design Regulations. Staff believes the home will harmonize with other homes currently proposed in that neighborhood while maintaining a connection to the historical nature of our community.*

#### **17.5.5: Building Siting Design**

The CDC requires that any proposed development blend into the existing landforms and vegetation.

*Staff: Lot 640 DR-5 slopes steeply to the northwest to Spring Creek Drive. It is a narrow site with limited area for the small footprint (640 sf) designated on the Spring Creek subdivision plat. The GE on the south side of the lot is also currently platted at 16'. With all of these constraints, the applicant had very little choice as to where the home could be placed on the lot. The form of the home steps with the hillside and staff finds that the proposed development blends into the existing landform.*

#### **17.5.6: Building Design**

The CDC requires that building form and exterior wall forms portray a mass that is thick and strong with a heavy grounded foundation. It also specifies that buildings be simple in design.

*According to the application:*

*The exterior materials will be cream/white stone veneer, brown horizontal and vertical wood siding and black corrugated metal siding, The windows and exterior doors will be aluminum clad in a black color.*

*The roof is proposed to be standing seam metal roofing with a black color.*

*The intent is to have exterior materials that will be less maintenance over time.*

*Staff: The front façade is primarily horizontal wood siding, with corrugated metal on the upper floor. The first floor is stone veneer, providing a grounding with durable materials. The proposed materials of wood and corrugated metal siding reinforce the simple utilitarian nature of the design. The primary gable is North/South, with a change in slope to the east, providing some break up of the roof line. Snow guards will protect adjacent properties.*

*Stone cladding is shown at 16%, which is less than the 35% required by the CDC. There is some precedent with previous approvals of deed restricted housing to grant a design variation for less than the requirement, however there is still a general desire for the homes to feel grounded to the site. Stone cladding is one way to establish this sense of grounding, particularly with the narrow, taller forms typical of these smaller lots. DRB should give the applicant feedback as to whether the application of stone in this project feels appropriate and if so a design variation should be granted.*

*The material for the garage door should be identified on the plans.*

#### **17.5.7: Grading and Drainage Design**

*Staff: The area south and west of the home is proposed to be regraded– the south portion is within the GE and includes a dry stack wall. If approved as shown a general encroachment agreement with the town will be necessary.*

### **17.5.8: Parking Regulations**

*Staff: The applicant has shown two interior parking spaces on their plan, thus is meeting the parking requirements*

### **17.5.9: Landscaping Regulations**

*No landscaping plan has been provided, it should be noted that a landscaping plan is not required until final review. The site plan does show a patio area created on the regraded lot. It appears that the proposed hardscape would necessitate the removal of a number of existing aspen trees on the lot. DRB should discuss whether this patio area is appropriate and if so, staff suggests that at a minimum, the applicant provide some plantings to screen this area for the neighbor. The lot is small land steep and does not have space for significant plantings, however, the applicant should aim to provide some decorative plantings and screening on the site. The applicant does indicate that all disturbed areas are to be revegetated with Town approved native seed mix. Staff believes that a simple landscaping plan is appropriate for the site.*

### **17.5.11: Utilities**

*Staff: Existing utilities pedestals are in Spring Creek Drive. The applicant should provide an updated utility plan for approval by Public Works, once meter locations are finalized and prior to building permit.*

### **17.5.12: Lighting Regulations**

*Staff: Information on exterior light fixtures was provided but no lighting plan was provided. The fixture specifications provided meet the lighting provisions of the CDC. It should be noted that a lighting plan is not required until final review, and a photometric study will not be required due to the square footage of the home.*

### **17.5.13: Sign Regulations**

*Staff: There is no address monument proposed. The address numbers will be posted to the house. Numerals are indicated to be reflective in case of power outage and the wall sconce adjacent to the garage door should illuminate it.*

## **Chapter 17.6: SUPPLEMENTARY REGULATIONS**

### **17.6.1: Environmental Regulations**

*Staff: Fire Mitigation and Forestry Management: No comment was received from the Town Forester. The lot is small and steep. There appear to be some existing trees on the lot within the LCE and GE areas. Prior to building permit, the applicant should demonstrate that there is a 15' defensible space between the home and the spruce or fir trees to the south of the home.*

*Steep Slopes: As previously discussed in this memo, this lot is heavily constrained. Avoiding steep slopes would make this lot unbuildable.*

### **17.6.6: Roads and Driveway Standards**

*Staff: The driveway is meeting standards for width, but grades are not demonstrated. Prior to final review the applicant should update civil drawings with driveway grades.*

### **17.6.8: Solid Fuel Burning Device Regulations**

*Staff: There is a fireplace noted on level three, no fuel source is indicated. Prior to final review the applicant should indicate that the fireplace runs on natural gas, or if wood*

*burning, then the appropriate wood burning fireplace permit would need to be demonstrated.*

## **Chapter 17.7: BUILDING REGULATIONS**

### **17.7.19: Construction Mitigation**

*Staff: The construction mitigation plan shows required material staging, dumpster, bear-proof trash receptacles, and a port a toilet, all on the lot. The materials staging is at the downhill side of the lot and given the steepness of the lot could only be accessed from Spring Creek Drive. The parking is also shown along south side of the same parcel. Only one parking space is demonstrated, it is likely the applicant will have to work with either the Town or the HOA to obtain permissions for additional offsite parking.*

**Staff Recommendation:** Staff recommends the DRB approve the Initial Architectural and Site Review for Lot 640 DR-5, 5 Spring Creek Drive based on the findings and CDC requirements listed in the staff memo of record.

**Staff Note:** *It should be noted that reasons for approval or rejection should be stated in the findings of fact and motion.*

#### **Proposed Motion:**

If the DRB deems this application to be appropriate for approval, Staff requests said approval condition the items listed below in the suggested motion.

I move to approve the Initial Architectural and Site Review for a new single-family home located at Lot 640, based on the evidence provided within the Staff Report of record dated July 26, 2022 with the following design variations and specific approvals:

#### Design Variation:

- 1) Exterior materials – less than 35% stone

#### DRB Specific Approval:

- 1) GE encroachment – grading and dry stack wall

And, with the following conditions:

- 1) Prior to final review, the applicant shall identify garage door materials.
- 2) Prior to final review, the applicant shall provide a landscape plan that shows screening of patio area. Prior to final review the applicant shall indicate a fuel source for the fireplace.
- 3) Prior to final review the applicant shall demonstrate driveway grades.
- 4) Prior to final review the applicant shall revise height compliance drawings to include USGS data.
- 5) Prior to final review, the applicant shall provide a lighting plan.
- 2) Prior to building permit, the applicant shall work with the Town Forrester to ensure they are meeting the required fire mitigation.
- 3) Prior to building permit, the applicant shall work with Public Works to field verify all utilities.
- 4) Prior to a certificate of occupancy a GE agreement shall be executed recognizing approved encroachments into the GE.
- 5) A monumented land survey of the footers will be provided prior to pouring concrete to determine there are no additional encroachments into the GE.



- 6) A monumented land survey of the ridge height will be provided prior to final planning review to determine the maximum building height.
- 7)
- 8) Prior to the Building Division conducting the required framing inspection, a four-foot (4') by eight-foot (8') materials board will be erected on site consistent with the review authority approval to show:
  - a. The stone, setting pattern and any grouting with the minimum size of four feet (4') by four feet (4');
  - b. Wood that is stained in the approved color(s);
  - c. Any approved metal exterior material;
  - d. Roofing material(s); and
  - e. Any other approved exterior materials
- 9) It is incumbent upon an owner to understand whether above grade utilities and town infrastructure (fire hydrants, electric utility boxes) whether placed in the right of way or general easement, are placed in an area that may encumber access to their lot. Relocation of such above grade infrastructure appurtenances will occur at the owner's sole expense and in coordination with the appropriate entity (fire department, SMPA, Town of Mountain Village) so that the relocated position is satisfactory.

## GENERAL NOTES

- THE CONTRACT DOCUMENTS INCLUDE THE CONTRACTUAL AGREEMENT, THE DRAWINGS, & THE PROJECT MANUAL (SPECIFICATIONS, SUPPLEMENTAL DRAWINGS, ADDENDA & PRODUCT CUT SHEETS).
- ALL REQUIRED WORK SHALL BE PERFORMED BY THE GENERAL CONTRACTOR, UNLESS OTHERWISE NOTED. ALL REFERENCES TO THE CONTRACTOR INCLUDE THE GENERAL CONTRACTOR AND HIS SUBCONTRACTORS; THEY SHALL BE ONE AND THE SAME.
- THE CONTRACTOR SHALL OBTAIN ALL APPLICABLE BUILDING PERMITS, ALL NECESSARY INSPECTIONS, & THE CERTIFICATE OF OCCUPANCY.
- THE CONTRACTOR IS RESPONSIBLE FOR THE CONFORMANCE OF ALL WORK TO ANY AND ALL APPLICABLE BUILDING CODES (INCLUDING PLUMBING AND ELECTRICAL). ANY DISCREPANCIES OR NONCONFORMING ITEMS FOUND IN THE DRAWINGS MUST BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT.
- IMMEDIATELY FOLLOWING THE AWARDING OF THE CONTRACT, THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE. ANY AND ALL CHANGES OR SUBMITTALS AFFECTING CONSTRUCTION COST OR SCHEDULE SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL. ANY DISCREPANCIES OR NONCONFORMING ITEMS FOUND IN THE DRAWINGS MUST BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT.
- THE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING TO THE ARCHITECT ALL SHOP DRAWINGS AND FINISH MATERIAL SAMPLES ALLOWING ADEQUATE TIME FOR REVIEW APPROVAL OR CORRECTIONS SO AS NOT TO ADVERSELY AFFECT THE CONSTRUCTION SCHEDULE.
- THE CONTRACTOR SHALL COORDINATE ALL WORK PERFORMED BY THE VARIOUS SUB-CONTRACTORS, AND SHALL VERIFY AND COORDINATE ALL OPENINGS THROUGH FLOORS, WALLS AND CEILINGS WITH ARCHITECTURAL, STRUCTURAL, MECHANICAL & ELECTRICAL DRAWINGS.
- THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL MATERIALS BEING DELIVERED TO THE PROJECT, THE PROTECTION OF NEIGHBORING PROPERTIES, AND THE COMPLIANCE TO ALL OSHA REQUIREMENTS.
- THE JOB SITE SHALL BE MAINTAINED IN A CLEAN, ORDERLY MANNER, FREE OF TRASH AND CONSTRUCTION DEBRIS. THE CONTRACTOR SHALL PROVIDE FOR RECYCLING AT THE JOBSITE.
- THE DRAWINGS SHOULD NOT BE SCALED, IF A DIMENSION CAN'T BE DETERMINED THE CONTRACTOR SHALL PROMPTLY CONTACT THE ARCHITECT FOR VERIFICATION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT INSTALLATION METHODS CONFORM TO ALL BUILDING CODE REQUIREMENTS. THE MATERIALS SPECIFIED ARE INTENDED TO MEET CODE REQUIREMENTS; ANY DISCREPANCY BETWEEN THE CONSTRUCTION DOCUMENTS AND CODE REQUIREMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY BY THE CONTRACTOR PRIOR TO PROCEEDING WITH THE SPECIFIED WORK.
- ELECTRICAL SERVICE, WIRING, ETC. SHALL COMPLY WITH APPLICABLE ELECTRICAL CODES.
- PLUMBING SHALL COMPLY WITH APPLICABLE PLUMBING CODES.
- ALL MATERIALS PROVIDED SHALL CONFORM TO ALL LOCAL, CITY AND/OR COUNTY FIRE REGULATIONS. CERTIFICATES, OR APPROVED FIRE RETARDANT PROCESSING FLAME SPREAD RATINGS, ETC. SHALL BE OBTAINED WITHOUT SPECIFIC REQUEST AND SUBMITTED TO THE ARCHITECT.
- THE DRAWINGS AND SPECIFICATIONS ARE COMPLIMENTARY; WHAT IS REQUIRED BY ONE SHALL BE AS BINDING AS IF REQUIRED BY ALL. WHEN A CONFLICT OCCURS, THE SPECIFICATIONS SHALL HAVE PRECEDENCE.
- NO SUBSTITUTIONS OF SPECIFIED MATERIALS SHALL BE PERMITTED WITHOUT FIRST SUBMITTING SPECIFICATIONS, SAMPLES, AND COST IMPACT FOR ARCHITECT'S APPROVAL.
- THE CONTRACTOR SHALL COORDINATE HIS WORK WITH ALL OTHER TRADES ON THE PROJECT. ANY CHANGES OR DELAYS ARISING FROM CONFLICTS BETWEEN TRADES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- AT THE TIME OF BID SUBMITTAL, THE CONTRACTOR SHALL ADVISE THE ARCHITECT (IN WRITING) OF ANY SPECIFIED MATERIALS OR EQUIPMENT WHICH ARE EITHER UNAVAILABLE, OUT OF THE BUDGET OR WILL CAUSE A DELAY IN THE CONSTRUCTION COMPLETION SCHEDULE.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL ROUGH PLUMBING AND FINAL HOOK-UP FOR ALL SPECIFIED FIXTURES AND APPLIANCES, AND SHALL SUPPLY ALL SUCH FIXTURES AND APPLIANCES, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL COORDINATE WITH ALL EQUIPMENT MANUFACTURERS FOR EQUIPMENT ROUGH-IN REQUIREMENTS.
- THE CONTRACTOR SHALL VERIFY REQUIRED LOCATIONS OF ALL NECESSARY ACCESS PANELS (IN PARTITIONS, FLOORS, OR CEILINGS) AND COORDINATE EXACT LOCATIONS WITH THE ARCHITECT PRIOR TO INSTALLATION. ALL ACCESS PANELS SHALL BE INSTALLED FLUSH WITH THE SURFACE IN WHICH THEY ARE INSTALLED WITH NO EXPOSED TRIM.
- THE CONTRACTOR SHALL SUPPLY AND INSTALL BLOCKING AND SUPPORTS IN PARTITIONS AND CEILINGS AS REQUIRED FOR INSTALLATION OF SPECIFIED EQUIPMENT, ACCESSORIES, CABINETS, FINISH MATERIALS, AND FIRE BLOCKING (SEE BELOW).
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING TEMPORARY UTILITIES (POWER, LIGHTING, WATER) TO THE JOB SITE FOR USE BY ALL CONSTRUCTION TRADES, INCLUDING THOSE NOT A SUBCONTRACTOR TO THE GENERAL CONTRACTOR. CONTRACTOR TO PURCHASE WIND OR SOLAR RENEWABLE POWER SOURCES WHEN AVAILABLE.
- FOR WALLS SEPARATING GARAGE AND LIVING SPACE, PROVIDE (1) LAYER 5/8" TYPE 'X' GIB ON EACH SIDE OF STUD. FOR CEILINGS/FLOORS SEPARATING GARAGE AND LIVING SPACE, PROVIDE (2) LAYERS 5/8" TYPE 'X' GIB AT CEILING. FOR CEILINGS OF STORAGE AREA BELOW STAIRS, PROVIDE (2) LAYERS 5/8" TYPE 'X' GIB AT CEILING.
- CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL MATERIAL TAKE-OFFS DONE BY SUB-CONTRACTORS.

### GENERAL FIREBLOCKING NOTES

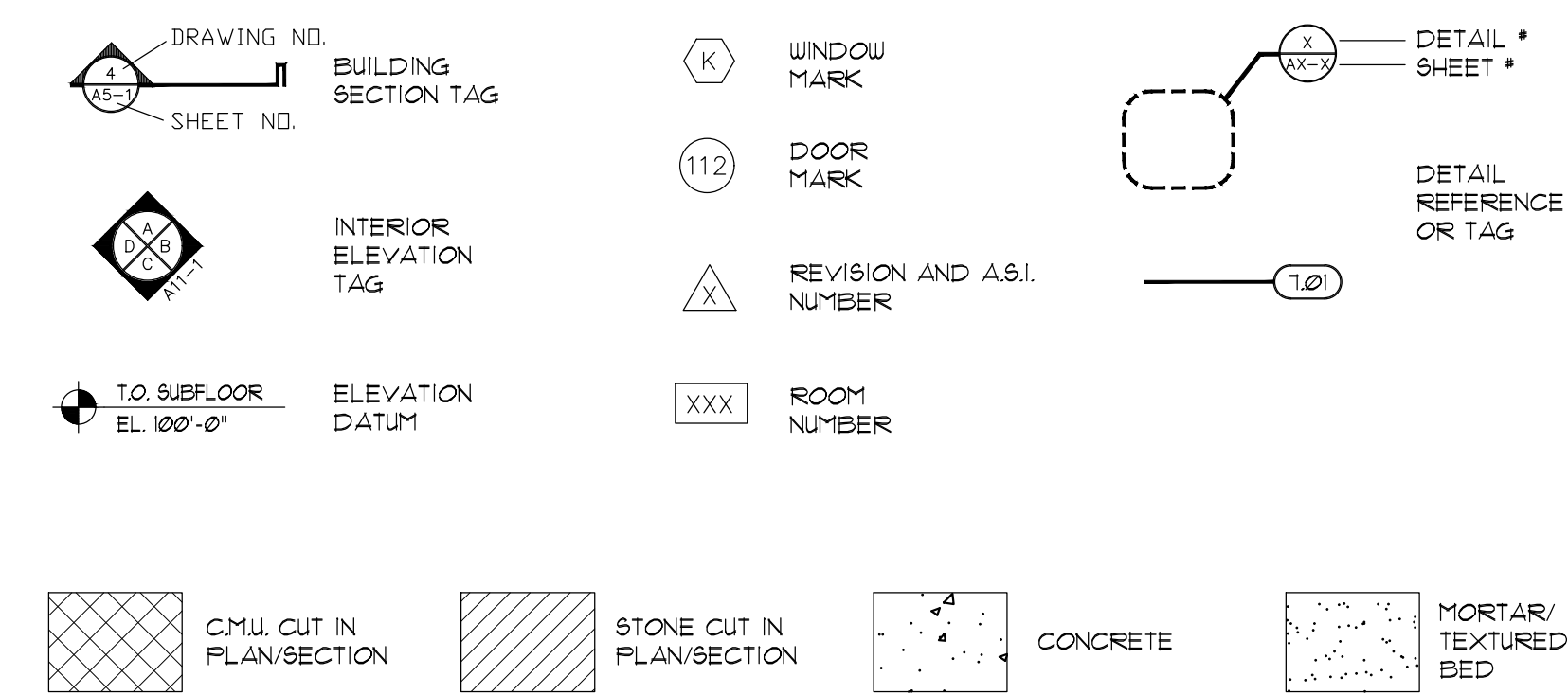
- FIRE BLOCKS SHALL BE PROVIDED IN THE FOLLOWING LOCATIONS: (CONTRACTOR SHALL VERIFY WITH CURRENT CODES)
- IN CONCEALED SPACES OF STUD WALLS AND PARTITIONS, INCLUDING FURRED SPACES, AT CEILING AND FLOOR LEVELS.
  - IN CONCEALED SPACES OF STUD WALLS AND PARTITIONS, INCLUDING FURRED SPACES, AT 10-FOOT INTERVALS ALONG THE LENGTH OF THE WALL.
  - AT ALL INTERCONNECTIONS BETWEEN CONCEALED VERTICAL AND HORIZONTAL SPACES SUCH AS OCCUR AT SOFFITS, DROP CEILINGS AND COVE CEILINGS.
  - IN CONCEALED SPACES BETWEEN STAIR STRINGERS AT THE TOP AND BOTTOM OF THE RUN AND BETWEEN STUDS ALONG AND IN LINE WITH THE RUN OF THE STAIRS IF THE WALLS UNDER THE STAIRS ARE UNFINISHED.
  - IN OPENINGS AROUND VENTS, PIPES, DUCTS, CHIMNEYS, FIREPLACES AND SIMILAR OPENINGS THAT AFFORD A PASSAGE FOR FIRE AT CEILING AND FLOOR LEVELS, WITH NON-COMBUSTIBLE MATERIALS.
  - AT OPENINGS BETWEEN ATTIC SPACES AND CHIMNEY CHASES FOR FACTORY-BUILT CHIMNEYS.



## VICINITY MAP



## GRAPHIC SYMBOLS LEGEND



## PROJECT INFORMATION

**LEGAL DESCRIPTION:**  
5 SPRING CREEK  
LOT 640 DR-5  
MOUNTAIN VILLAGE, CO 81435

**BLDG. OCCUPANCY:** RESIDENTIAL = R-3  
**CONSTRUCTION:** VB

**DESCRIPTION:** 3 STORY SINGLE FAMILY RESIDENCE

LEVEL 1 =	123.0 SF	ENTRY WALK =	112 SF
LEVEL 2 =	946.0 SF	PATIO =	154 SF
LEVEL 3 =	458.5 SF	DECK =	67 SF
LOFT LEVEL =	557.0 SF		
<b>TOTAL LIVING =</b>	<b>2,634.5 SF + 48.4 MECH + 671.9 GAR = 3,354.8 SF GROSS BUILDING</b>		

## SHEET INDEX

A1-0	TITLE SHEET
-	SURVEY
A2-1	SITE PLAN
A2-2	CONSTRUCTION MITIGATION PLAN
A3-1	FLOOR PLANS
A4-1,2	EXTERIOR ELEVATIONS
A4-3,4	EXTERIOR ELEVATIONS - AVE HT. CALCS
A4-5,6	EXTERIOR ELEVATIONS - MATERIAL CALCS

## ISSUE DATES

DRS PRE-AP MTS SET	3-24-2022
DRB PRELIMINARY REVIEW SET	4-15-2022

## PROJECT TEAM

SURVEYOR	CIVIL ENGINEER	MECHANICAL ENGINEER	STRUCTURAL ENGINEER	GENERAL CONTRACTOR
SAN JUAN SURVEYING 1600 SOCIETY DRIVE TELLURIDE, CO 81435	UNCOMPANGRE ENG. P.O. BOX 3945 TELLURIDE, CO 81435	.	.	HENSEN CONSTRUCTION .
(970) 728-1128	(970) 729-0683	.	.	(970) 729-0096 CELL

FOR REVIEW ONLY NOT FOR CONSTRUCTION

DATE: APRIL 15, 2022  
ISSUED FOR: REVIEW SET

PROJECT: #2108

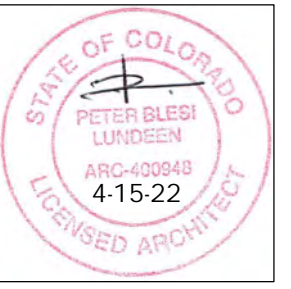
PROJECT: LOT 640-DR5 SPRING CREEK RESIDENCE

REVISIONS:

COPYRIGHT 2022

SHEET NUMBER: A1-0  
TITLESHEET

LOCATION: LOT 640-DR5 SPRING CREEK MOUNTAIN VILLAGE SAN MIGUEL COUNTY





**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:**
- Vertical datum is based on the set Northeast corner of Unit DR-5, an Aluminum Cap Rebar, IS 36577, having an elevation of 8741.30 feet, as depicted.
  - Fieldwork was performed March 2018.
  - Lineal Units U.S. Survey Feet

**PROPERTY DESCRIPTION:**  
 Lot 640DR-5, Town of Mountain Village, according to the Replat of Lots 640B, 640D, Tracts OSP-35F and OSP-35B, Town of Mountain Village (a planned unit community), recorded July 09, 1998 in Plat Book 1 at Page 2398.

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 640DR-5, Town of Mountain Village 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.

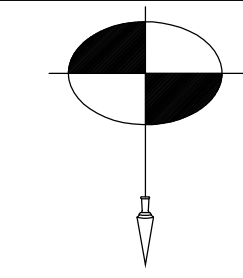
*Christopher R. Kennedy*  
 Christopher R. Kennedy, P.L.S. 36577  
 03/26/2018



**LEGEND**

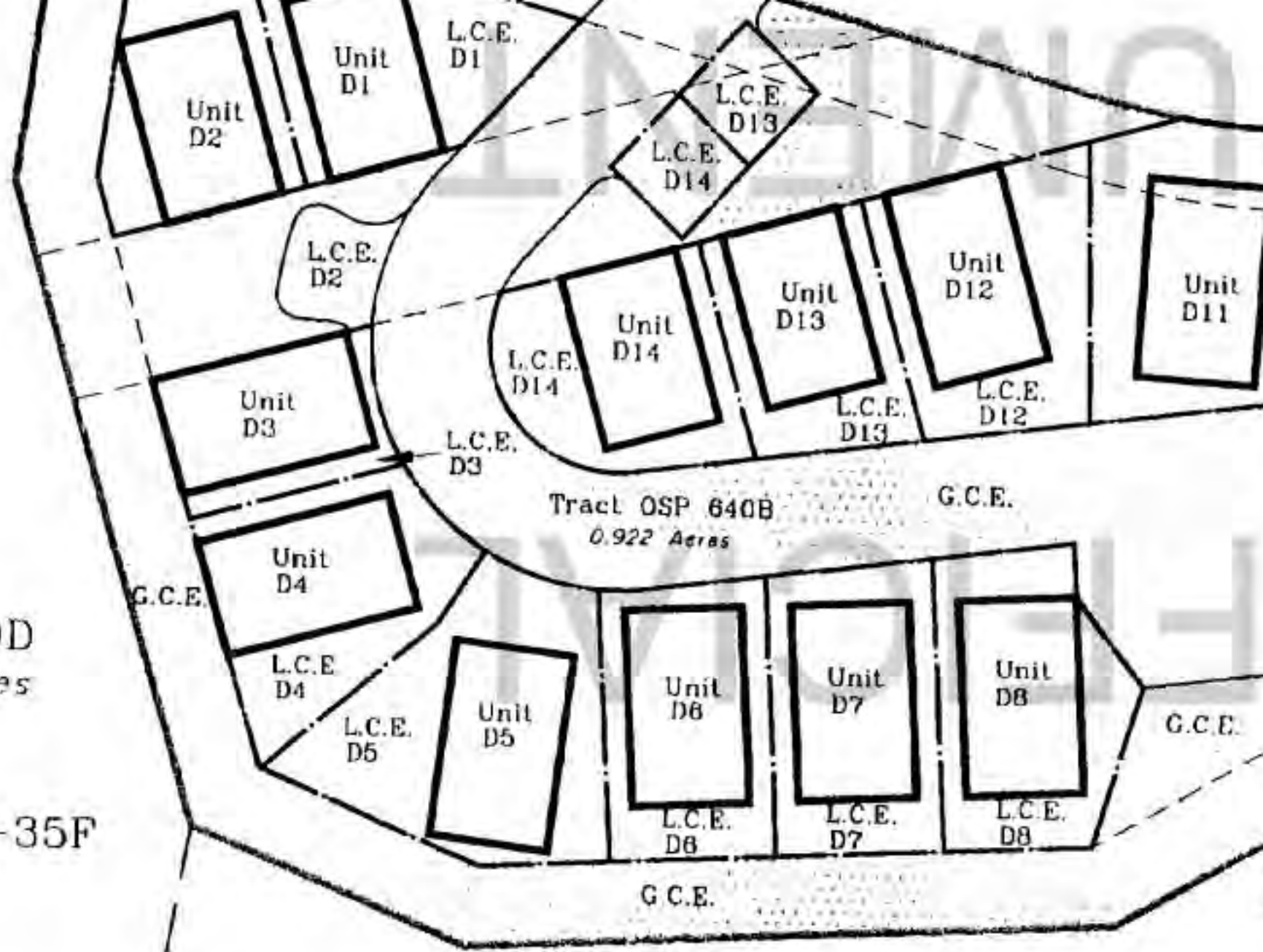
- FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP, IS 28652
- FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP, IS 38014
- SET 18" LONG #5 REBAR WITH 1 1/2" ALUMINUM CAP, IS36577
- ▲ ELECTRIC TRANSFORMER
- ⊙ SEWER MAN HOLE
- ⊗ WATER VALVE
- CABLE PEDESTAL
- ⊕ TELEPHONE PEDESTAL
- ⊕# ASPEN TREE, NUMBER INDICATES CALIPER
- ⊕# SPRUCE TREE, NUMBER INDICATES CALIPER
- ⊕# FIR TREE, NUMBER INDICATES CALIPER
- UE — SUBSURFACE ELECTRIC LOCATE
- G — SUBSURFACE GAS LOCATE
- UT — SUBSURFACE CABLE TV LOCATE
- SW — SEWER LOCATE

**TOPOGRAPHIC SURVEY**  
**LOT 640DR-5, 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:	3/23/2018
JOB:	03073
DRAWN BY:	ESS
CHECKED BY:	CRK
REVISION DATES:	
SHEET:	1 OF 1



Lot 640D  
1.222 Acres

Tract OSP-35F

L.C.E. indicates Limited Common Element  
G.C.E. indicates General Common Element

Tract



**SITE LEGEND**

	EXISTING CONTOUR
	REVISED CONTOUR
	CONTOUR INTERVALS 2 FEET
	GAS LINE
	ELECTRIC, CABLE, AND TELEPHONE LINES
	WATER LINE
	SANITARY SEWER LINE
	LINE OF DRAINAGE SWALE

	TREE TO BE REMOVED
	PARKING SPACE
	EXTERIOR LIGHTING
	GAS VALVE
	WATER VALVE
	CABLE TELEVISION PEDESTAL
	TELEPHONE PEDESTAL
	ELECTRIC PEDESTAL
	CURB STOP
	CONTROL POINT
	FIRE HYDRANT
	SANITARY SEWER MANHOLE

**GENERAL NOTES**

1. SURVEY INFORMATION PROVIDED BY: SAN JUAN SURVEYING 1600 SOCIETY DRIVE TELLURIDE, CO 81435 (970) 728-1122
2. CONTRACTOR TO CONFIRM ALL UTILITY LOCATIONS WITH EACH UTILITY AGENCY. ALL UTILITY TRENCHES TO AVOID DISTURBING EXISTING TREES.
3. THE CONTRACTOR SHALL VERIFY BUILDING LOCATION AND FLOOR ELEVATIONS WITH THE OWNER AND ARCHITECT PRIOR TO EXCAVATION.

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

FOR REVIEW ONLY NOT FOR CONSTRUCTION

DATE: APRIL 15, 2022  
ISSUED FOR: REVIEW SET

SHEET NUMBER: **A2-1**  
SITE PLAN

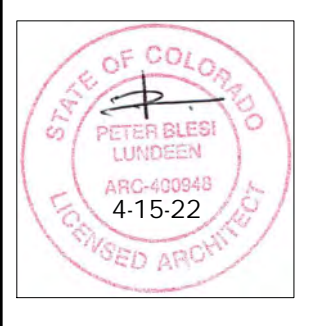
PROJECT: #2108

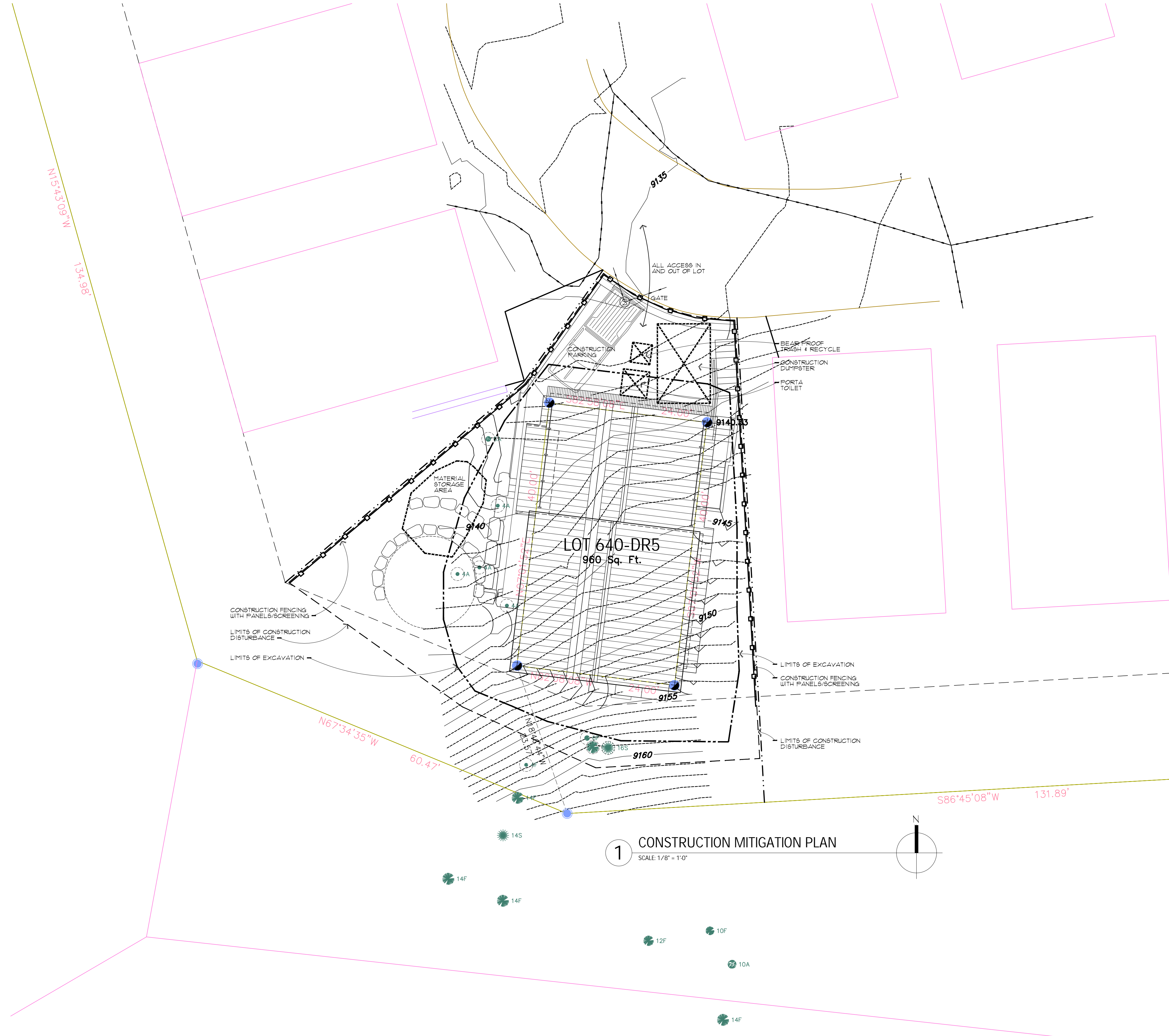
LOCATION: LOT 640-DR5 SPRING CREEK MOUNTAIN VILLAGE SAN MIGUEL COUNTY

PROJECT: **LOT 640-DR5 SPRING CREEK RESIDENCE**

REVISIONS:

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

**STAGING LEGEND**

---	LIMITS OF CONSTRUCTION DISTURBANCE
.....	LIMITS OF EXCAVATION
—○—○—○—	CONSTRUCTION FENCING
—△—△—△—	SILT FENCE
□□□□	STRAW/HAY BALES

**SITE LEGEND**

—	EXISTING CONTOUR
③⑥	REVISED CONTOUR CONTOUR INTERVALS 2 FEET
---	GAS LINE
---	ELECTRIC, CABLE AND TELEPHONE LINES
---	WATER LINE
---	SANITARY SEWER LINE
---	LINE OF DRAINAGE SWALE
○	TREE TO BE REMOVED
Ⓟ	PARKING SPACE
⊕	EXTERIOR LIGHTING
gv	GAS VALVE
ww	WATER VALVE
Ⓜ	CABLE TELEVISION PEDESTAL
Ⓣ	TELEPHONE PEDESTAL
ⓔ	ELECTRIC PEDESTAL
▲	CURB STOP
△	CONTROL POINT
⊕	FIRE HYDRANT
Ⓢ	SANITARY SEWER MANHOLE

**STAGING NOTES**

1. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING FINAL APPROVAL FROM MOUNTAIN VILLAGE FOR ALL CONSTRUCTION STAGING IN THE FIELD PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING ALL CLEARING AND EXCAVATION WITHIN EXISTING PROPERTY LINE BOUNDARIES AND GENERAL EASEMENTS.
3. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ANY REVISIONS OR ALTERATIONS TO THE CONSTRUCTION MITIGATION PLAN PRIOR TO CONSTRUCTION.
4. ALL PAINT, STAIN THINNERS, AND RELATED MATERIALS SHALL BE DISPOSED OF IN A PROPER MANNER AND IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL GUIDELINES REGARDING HAZARDOUS MATERIALS AND HAZARDOUS WASTE. AT NO TIME WILL ANY WASTES BE ALLOWED TO BE Poured OR SPILLED ONTO OR INTO THE SOIL, TRASH CONTAINERS OR ANY OTHER NON-SPECIFIC FIRE PROOF DRUMS OR BUCKETS WILL BE ACCEPTABLE CONTAINERS.

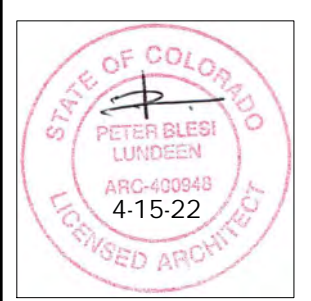
FOR REVIEW ONLY NOT FOR CONSTRUCTION

DATE: APRIL 15, 2022  
ISSUED FOR: REVIEW SET

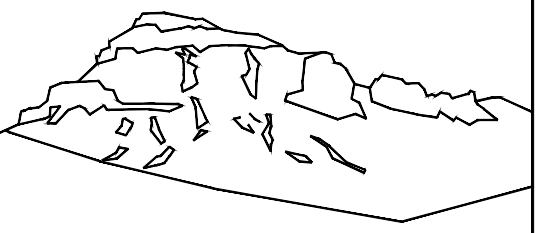
SHEET NUMBER: A2-2  
CONSTRUCT. MIT. PLAN

PROJECT: #2108  
LOCATION: LOT 640-DR5 SPRING CREEK MOUNTAIN VILLAGE SAN MIGUEL COUNTY

REVISIONS:



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Uncompahgre  
Engineering, LLC

P.O. Box 3945  
Telluride, CO 81435  
970-729-0683

SUBMISSIONS:  
SUBMITTAL 2022-03-25

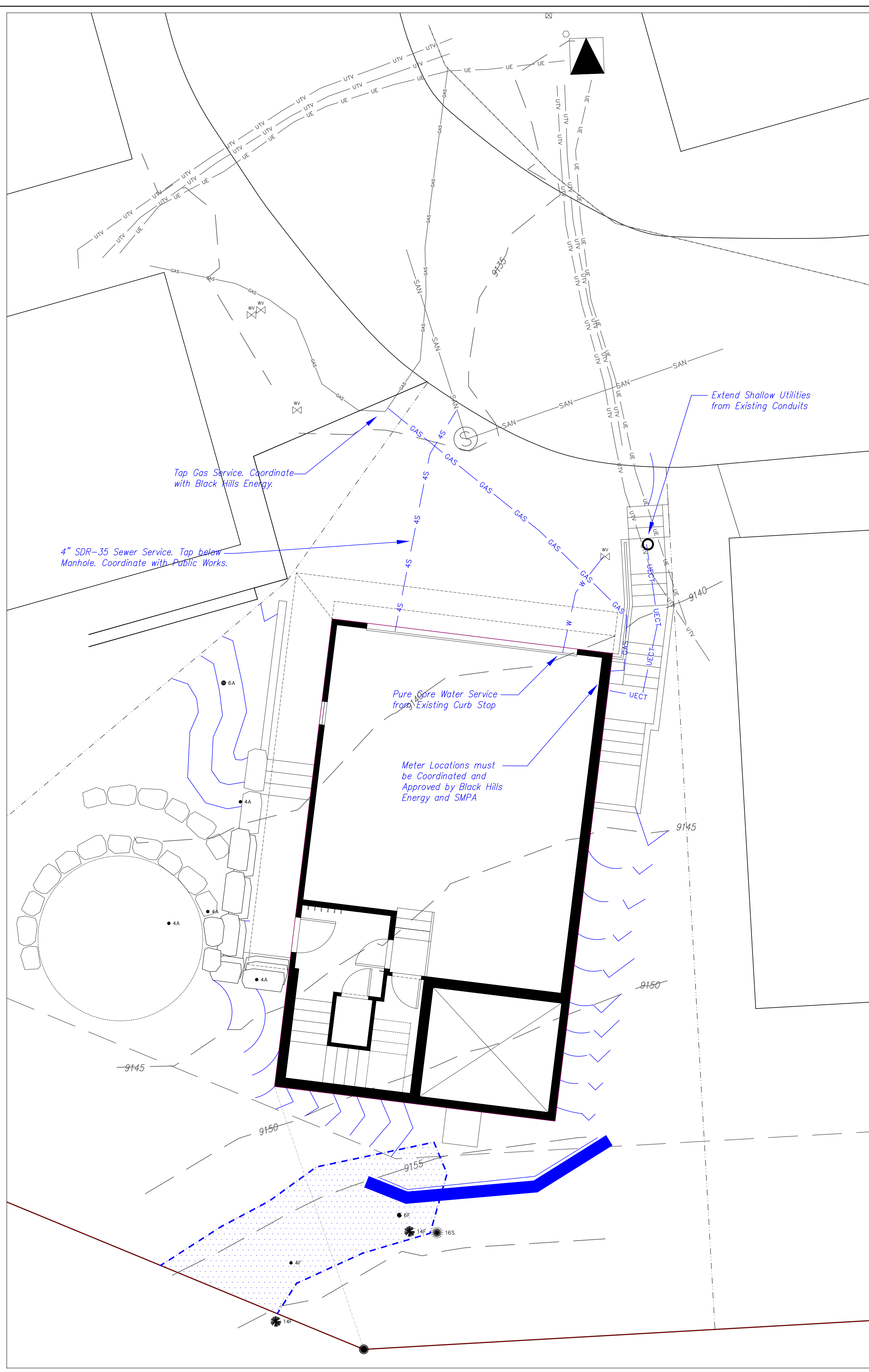
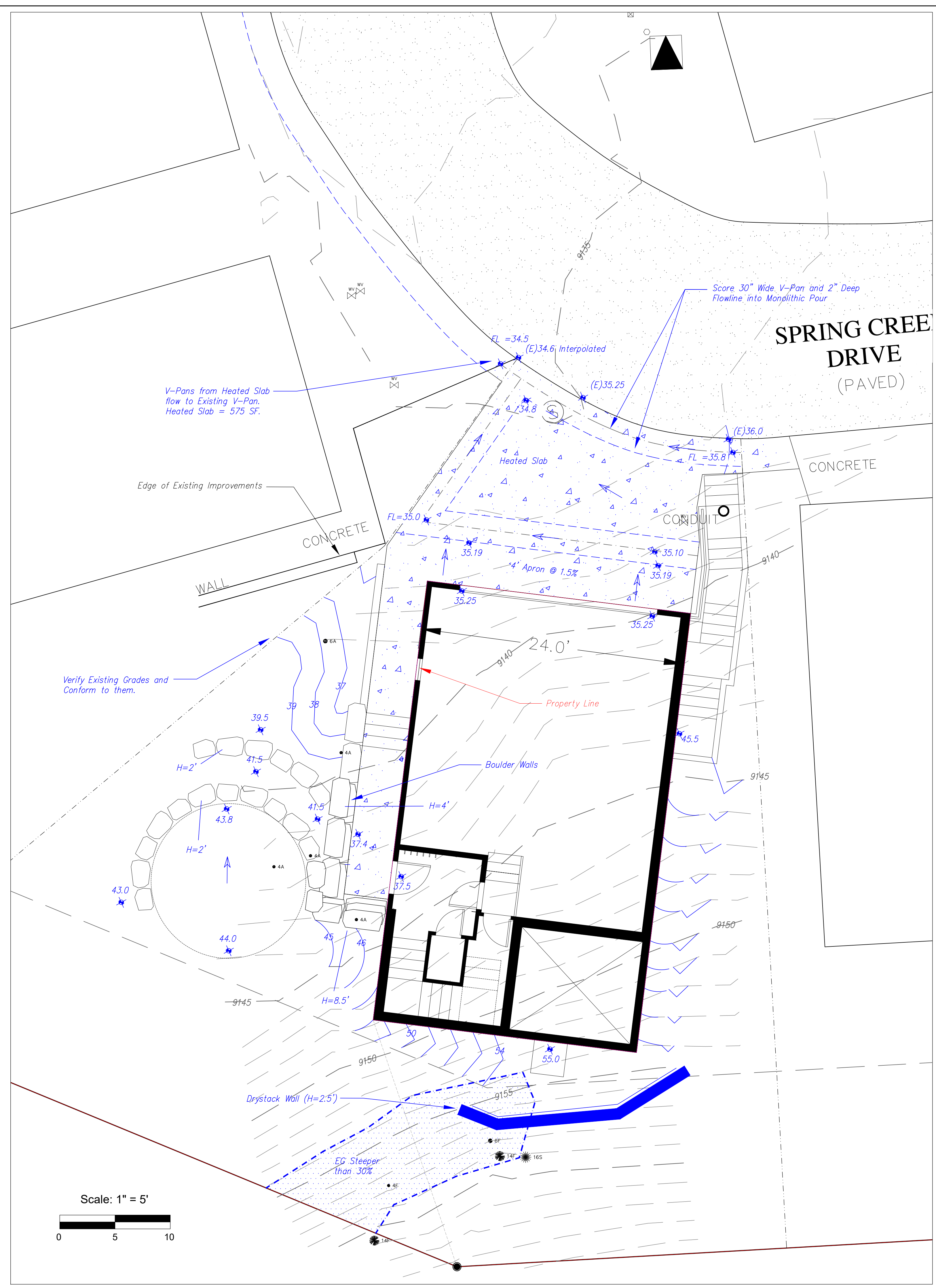
Hensen Residence  
Spring Creek Lot DR5  
Mtn. Village, CO

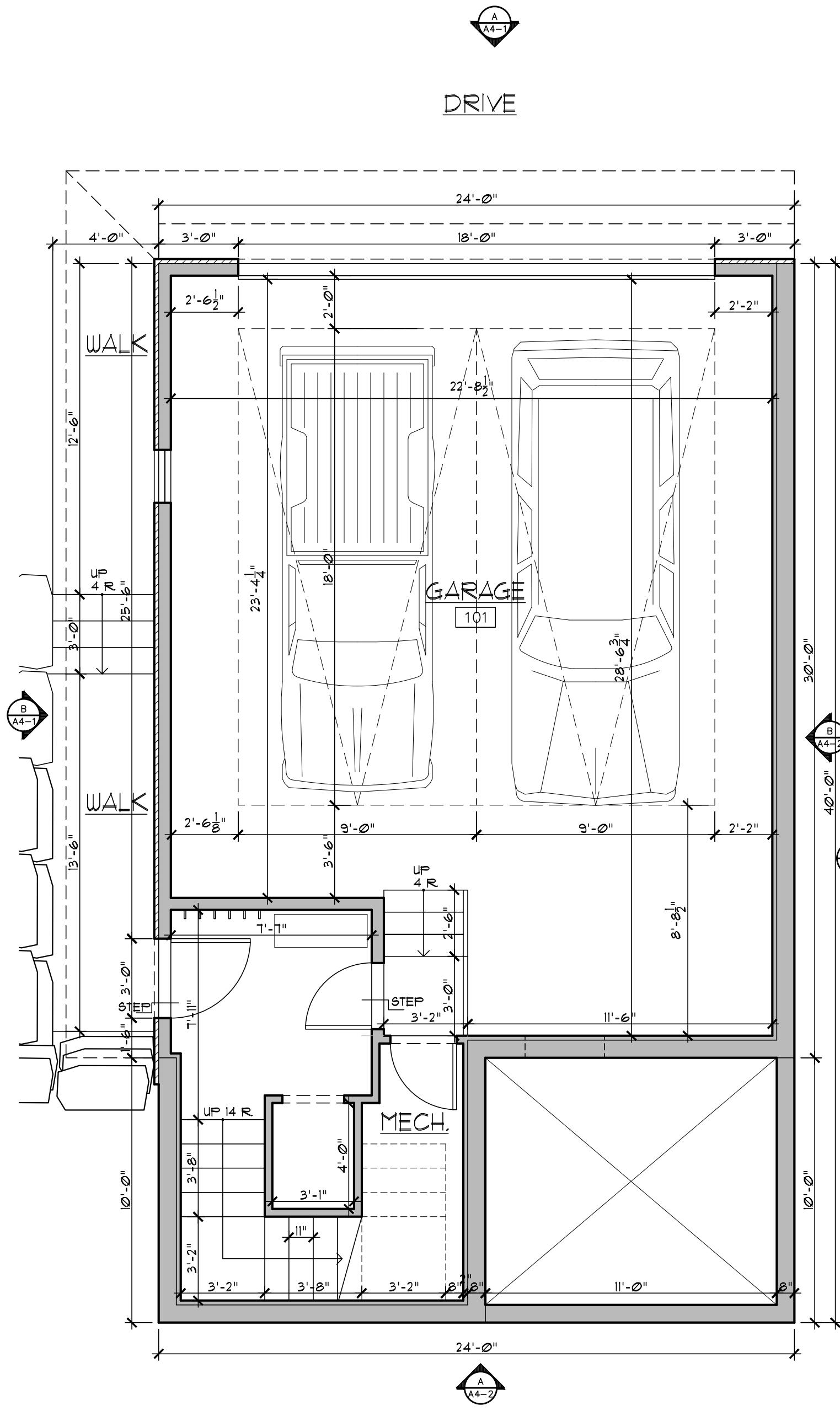


CONTRACTOR TO REVIEW AND COMPARE ALL  
CHAPTERS AND INTERDISCIPLINARY DRAWINGS  
AND REPORT ANY DISCREPANCIES TO THE  
ARCHITECT PRIOR TO ANY FIELD WORK BEING  
DONE IN ACCORDANCE WITH AIA DOCUMENT A201

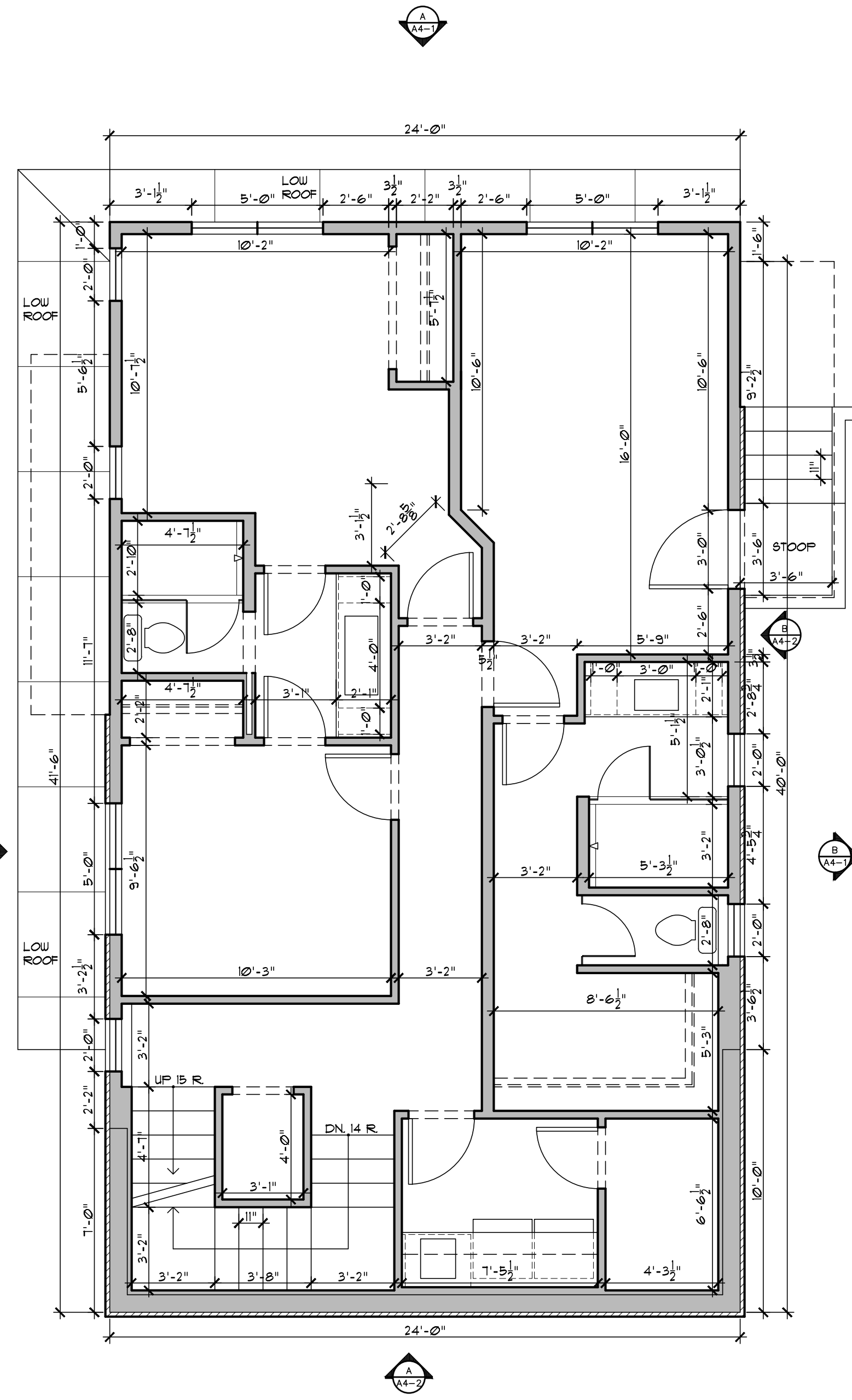
Site Grading  
and  
Utilities

C2

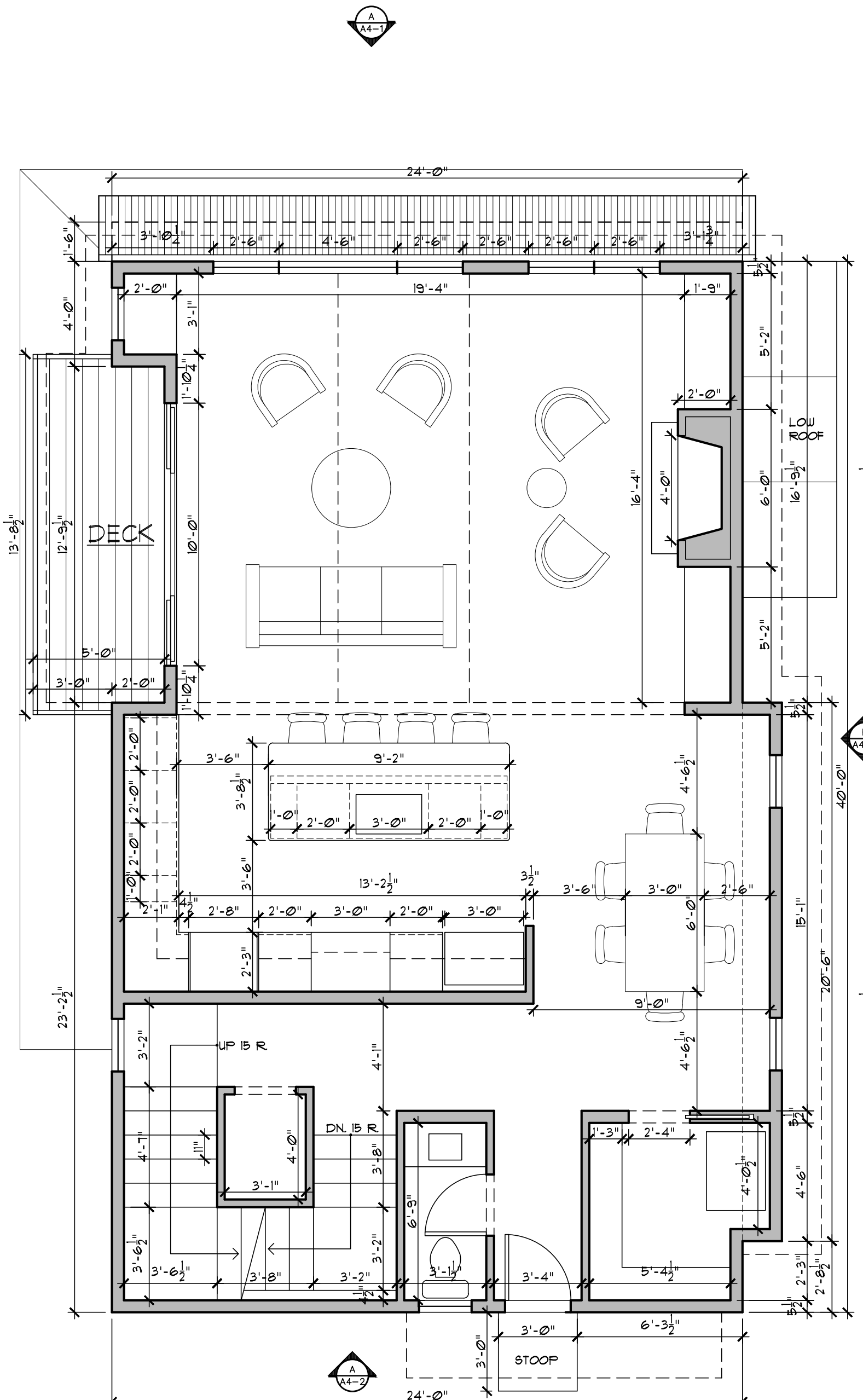




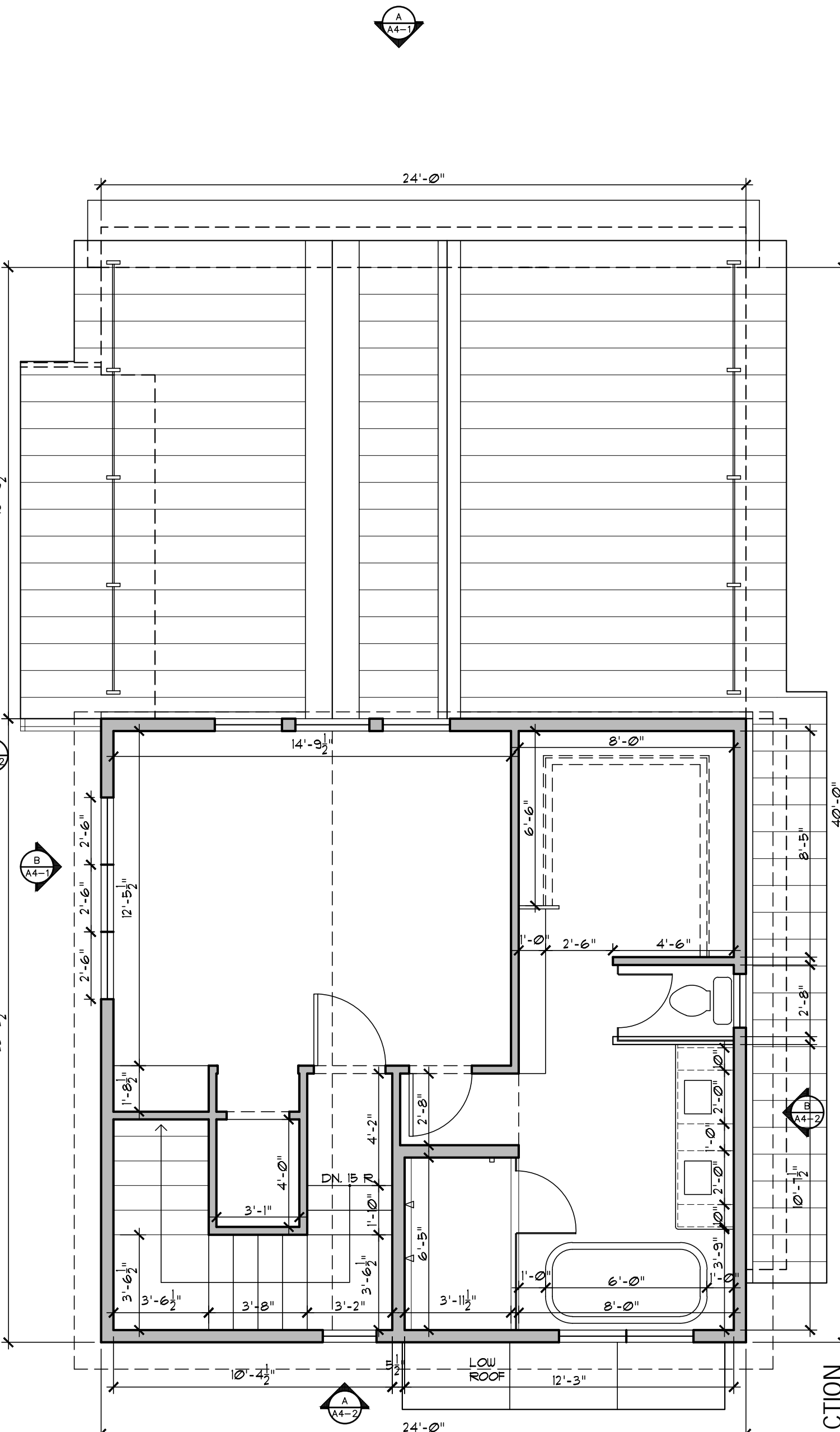
**1 GROUND LEVEL FRAMING PLAN**  
 SCALE: 1/4" = 1'-0"  
 1230 SF LIVING  
 484 SF MECH  
 6719 SF GARAGE  
 8453 SF TOTAL



**2 LEVEL TWO FRAMING PLAN**  
 SCALE: 1/4" = 1'-0"  
 996.0 SF



**3 LEVEL THREE FRAMING PLAN**  
 SCALE: 1/4" = 1'-0"  
 958.5 SF



**4 LOFT LEVEL FRAMING PLAN**  
 SCALE: 1/4" = 1'-0"  
 557.0 SF

1230 SF	LEVEL 1
996.0 SF	LEVEL 2
958.5 SF	LEVEL 3
557.0 SF	LOFT LEVEL
<b>2684.5 SF TOTAL</b>	
6719 SF	GARAGE
484 SF	MECH
<b>3,354.8 SF GROSS TOTAL</b>	

FOR REVIEW ONLY NOT FOR CONSTRUCTION

DATE: APRIL 15, 2022  
 ISSUED FOR: REVIEW SET

PROJECT: #2108

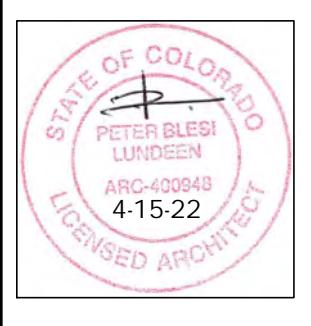
PROJECT: LOT 640-DR5 SPRING CREEK RESIDENCE

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REVISIONS:

LOCATION: LOT 640-DR5 SPRING CREEK MOUNTAIN VILLAGE SAN MIGUEL COUNTY

SHEET NUMBER: **A3-1**  
 FLOOR PLANS





REVISIONS:

PROJECT: LOT 640-DR5 SPRING CREEK RESIDENCE

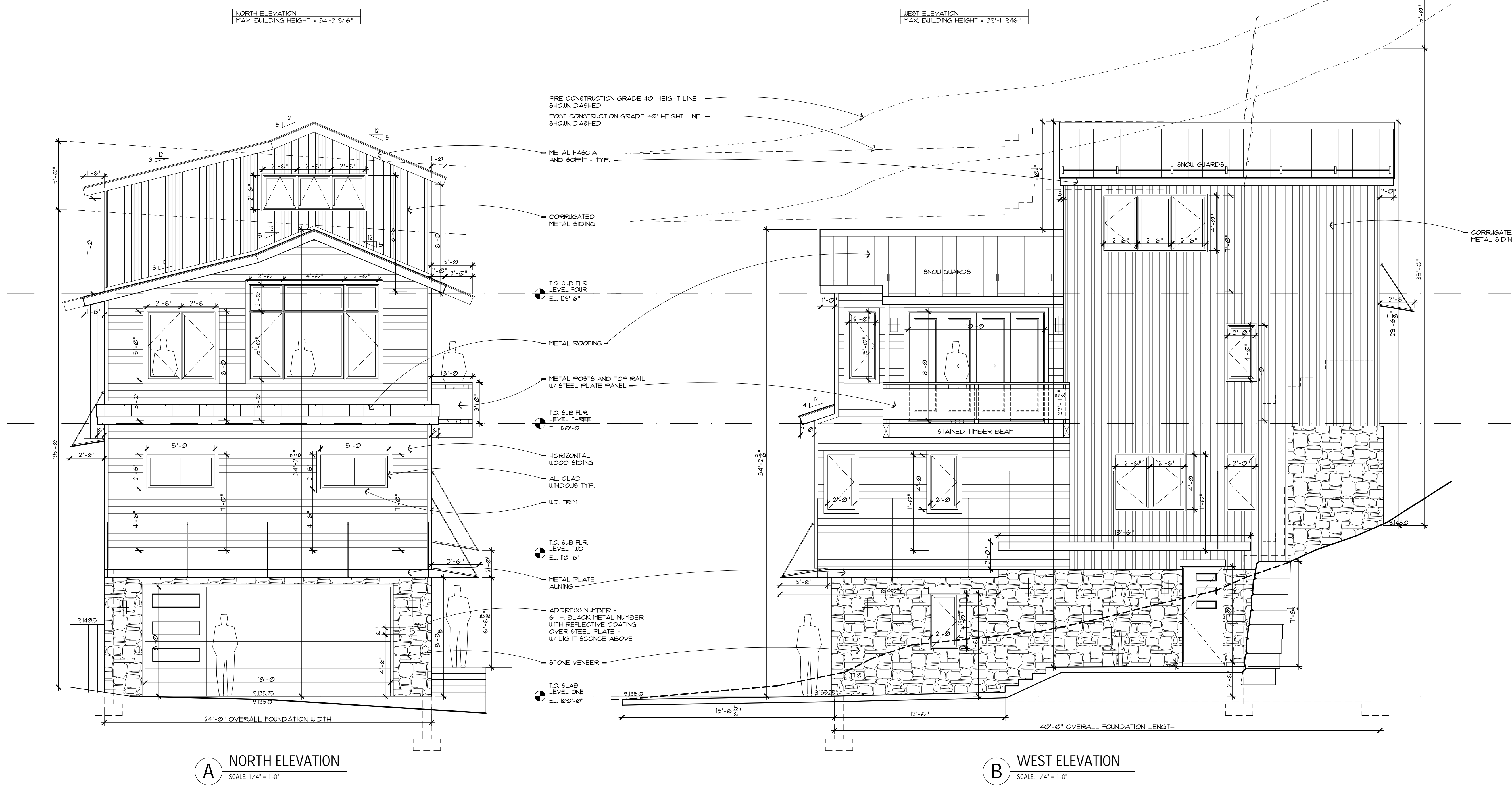
PROJECT: #2108

LOCATION: LOT 640-DR5 SPRING CREEK MOUNTAIN VILLAGE SAN MIGUEL COUNTY

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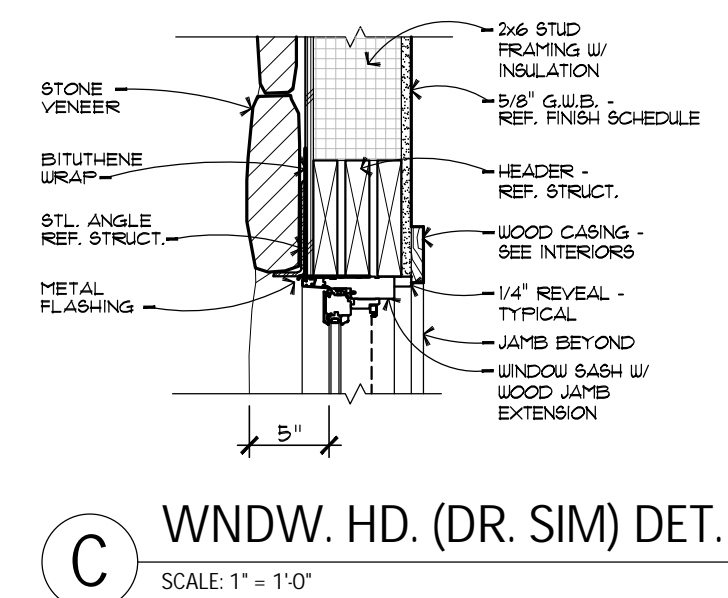
DATE: APRIL 15, 2022  
ISSUED FOR: REVIEW SET

SHEET NUMBER: A4-1  
EXTERIOR ELEVATIONS

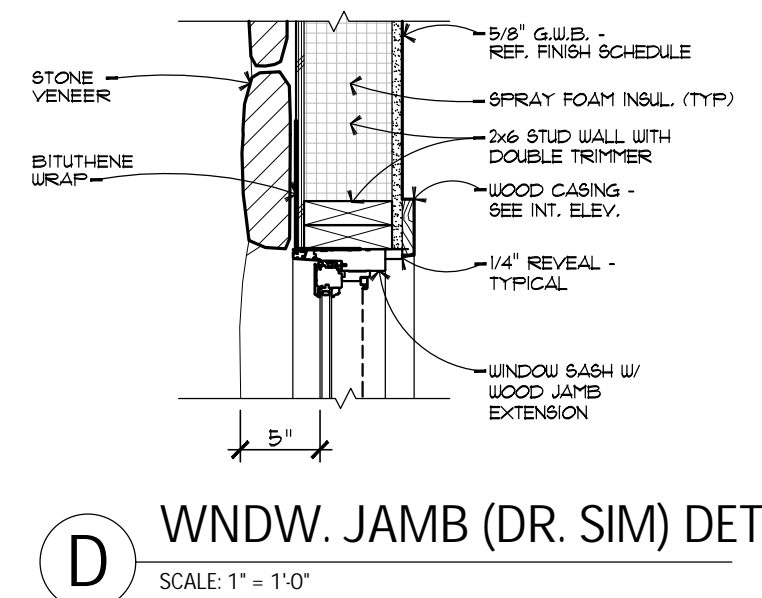


**A** NORTH ELEVATION  
SCALE: 1/4" = 1'-0"

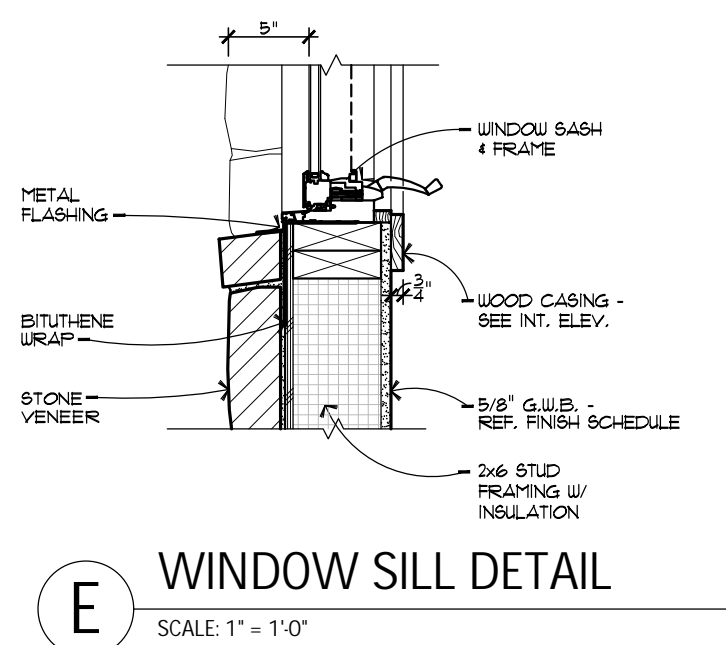
**B** WEST ELEVATION  
SCALE: 1/4" = 1'-0"



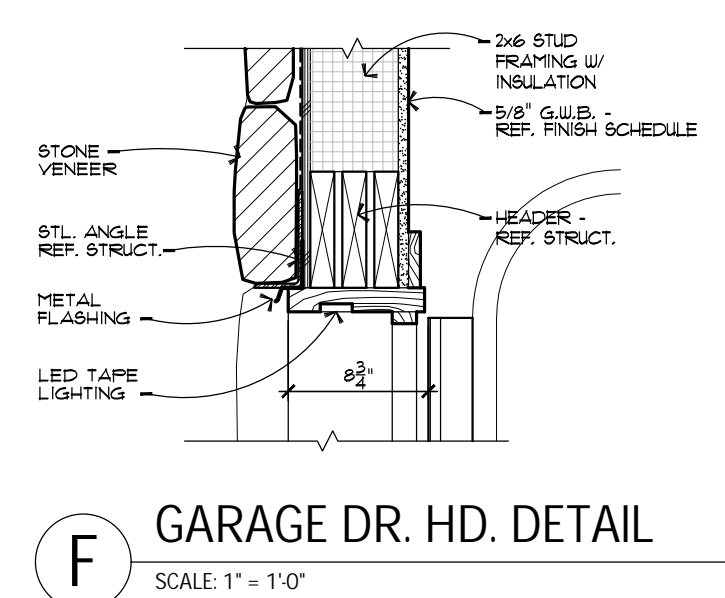
**C** WNDW. HD. (DR. SIM) DET.  
SCALE: 1" = 1'-0"



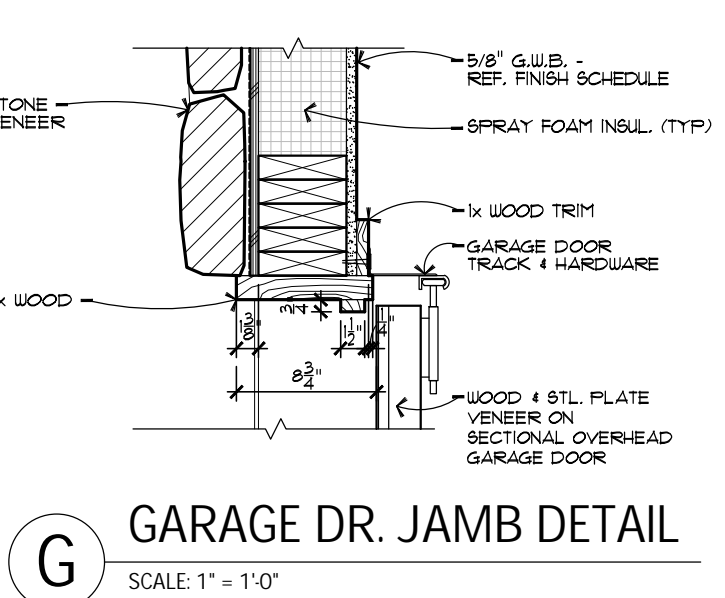
**D** WNDW. JAMB (DR. SIM) DET.  
SCALE: 1" = 1'-0"



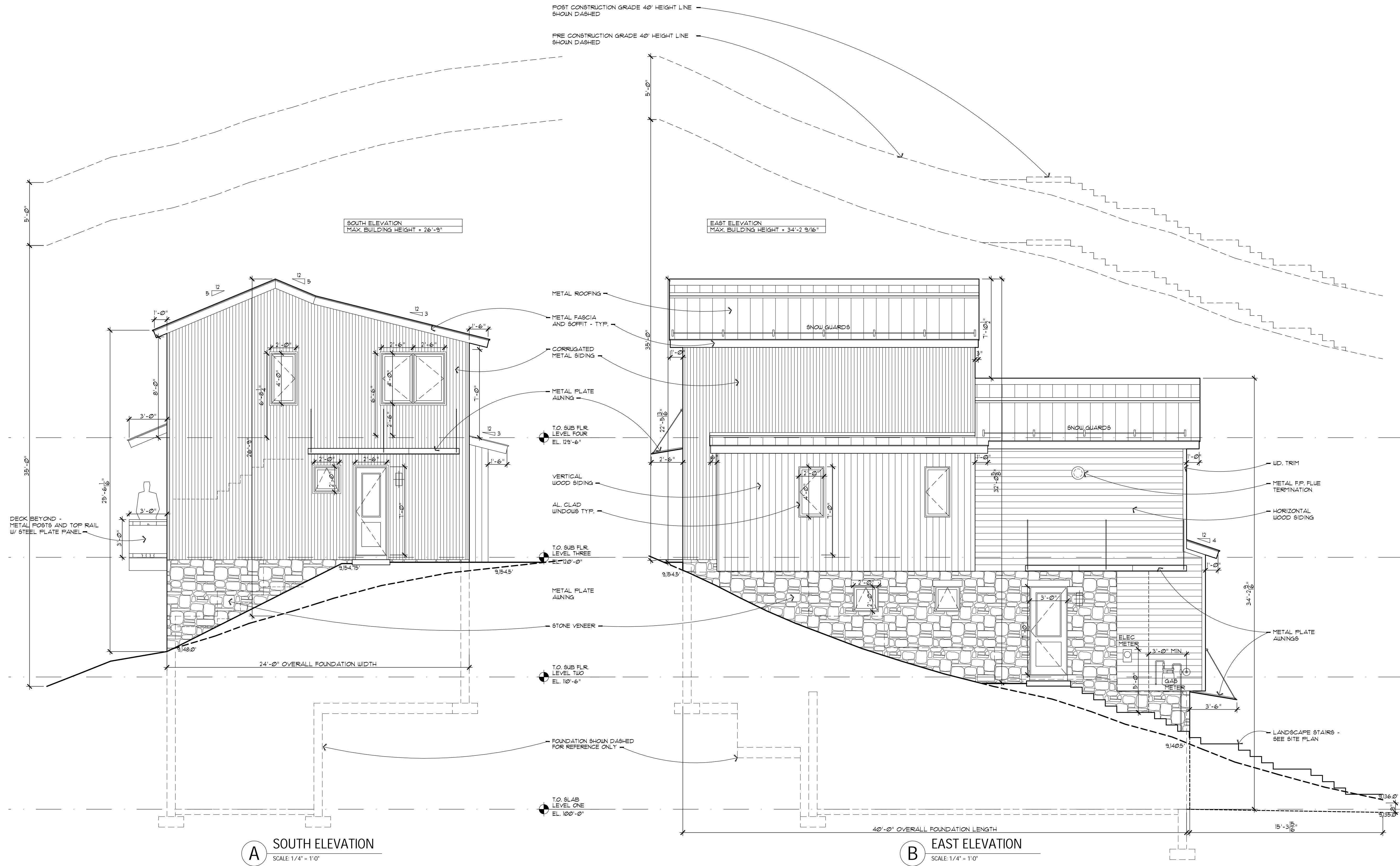
**E** WINDOW SILL DETAIL  
SCALE: 1" = 1'-0"



**F** GARAGE DR. HD. DETAIL  
SCALE: 1" = 1'-0"



**G** GARAGE DR. JAMB DETAIL  
SCALE: 1" = 1'-0"



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

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

FOR REVIEW ONLY NOT FOR CONSTRUCTION

DATE: APRIL 15, 2022  
ISSUED FOR: REVIEW SET

SHEET NUMBER: **A4-2**  
EXTERIOR ELEVATIONS

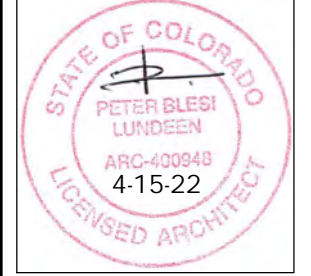
PROJECT: #2108

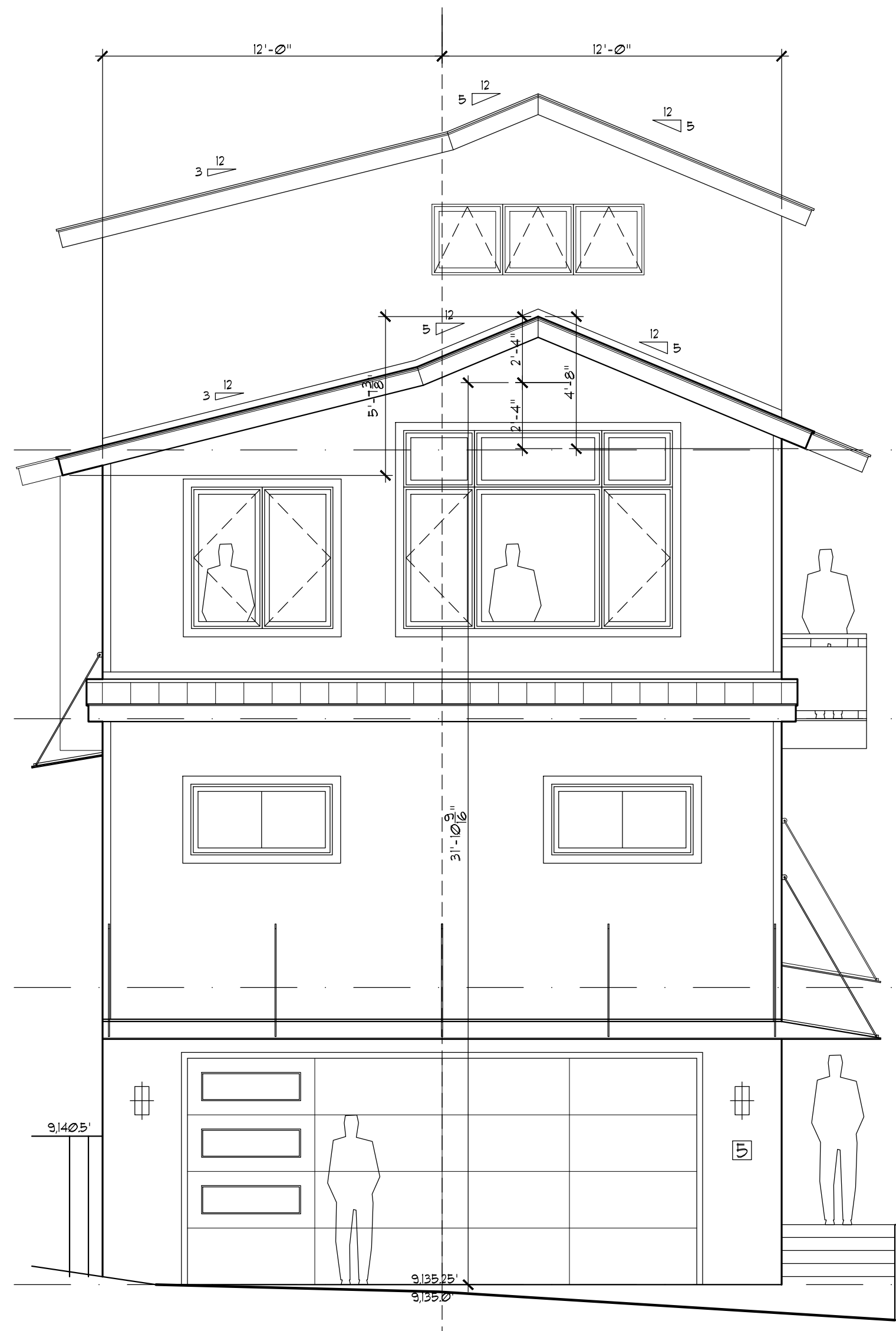
LOCATION: LOT 640-DR5 SPRING CREEK MOUNTAIN VILLAGE SAN MIGUEL COUNTY

PROJECT: LOT 640-DR5 SPRING CREEK RESIDENCE

REVISIONS:

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**A** NORTH ELEVATION - AVE. HT.  
SCALE: 1/4" = 1'-0"



**B** WEST ELEVATION - AVE. HT.  
SCALE: 1/4" = 1'-0"

Ave Roof Height	feet	inches	inch in feet	total in feet
31'-3 5/16"	31	3.3125	0.28	31.28
37'-7 1/16"	37	7.0625	0.59	37.59
24'-7 1/16"	24	7.0625	0.59	24.59
21'-10 11/16"	21	10.6875	0.89	21.89
25'-9 5/16"	25	9.3125	0.78	25.78
23'-6 1/4"	23	6.25	0.52	23.52
31'-10 9/16"	31	10.5625	0.88	31.88
<b>28'-0 7/8"</b>			<b>ave height</b>	<b>196.52</b>
30'-0" allowed				<b>28.07</b>
	28	0.84	0.07	<b>28.07</b>

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DATE: APRIL 15, 2022  
ISSUED FOR: REVIEW SET

SHEET NUMBER: **A4-3**  
EXT ELEV. - AVE. HT. CALC.

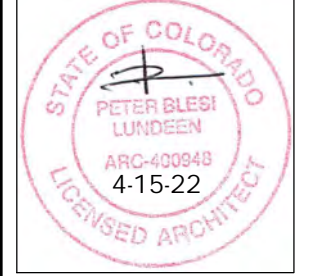
PROJECT: #2108

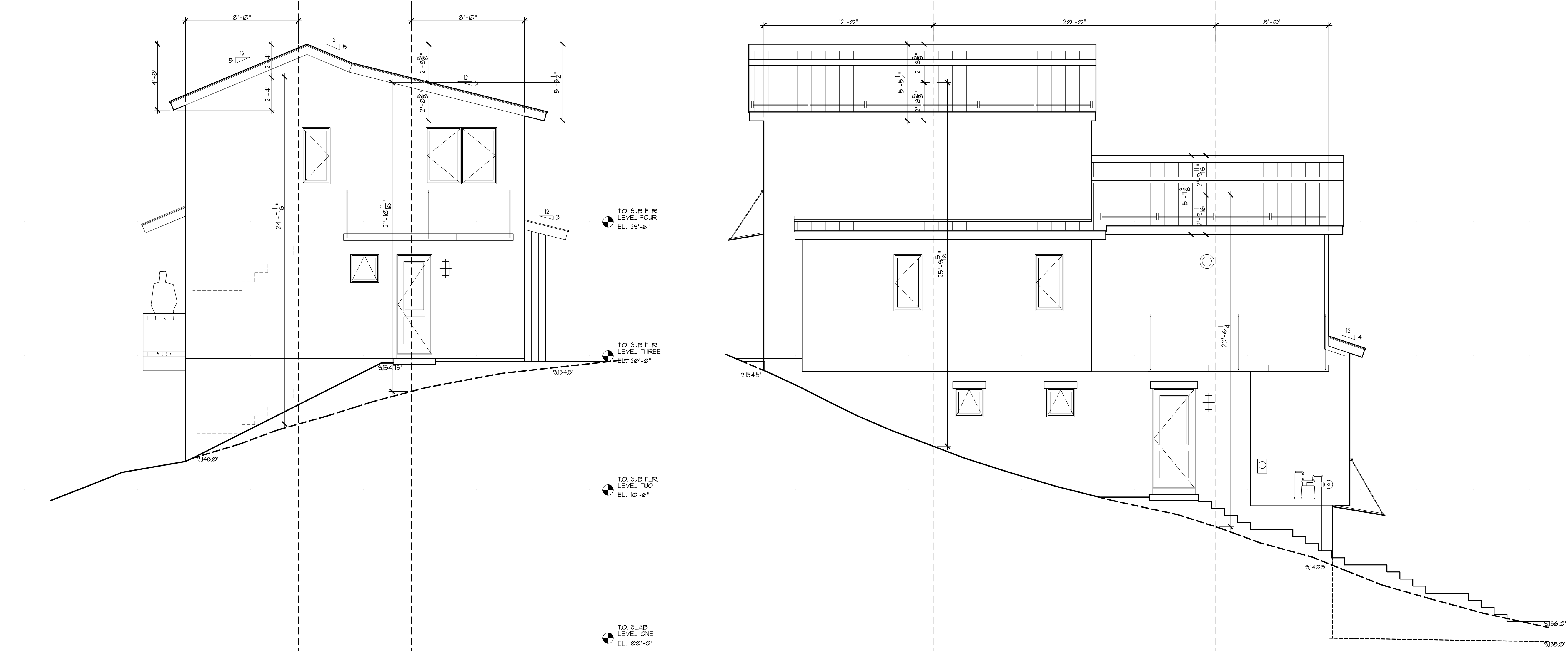
LOT 640-DR5 SPRING CREEK RESIDENCE

LOCATION: LOT 640-DR5 SPRING CREEK MOUNTAIN VILLAGE SAN MIGUEL COUNTY

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REVISIONS:





**A** SOUTH ELEVATION - AVE. HT.  
SCALE: 1/4" = 1'-0"

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

Ave Roof Height	feet	inches	inch in feet	total in feet
31'-3 5/16"	31	3.3125	0.28	31.28
37'-7 1/16"	37	7.0625	0.59	37.59
24'-7 1/16"	24	7.0625	0.59	24.59
21'-10 11/16"	21	10.6875	0.89	21.89
25'-9 5/16"	25	9.3125	0.78	25.78
23'-6 1/4"	23	6.25	0.52	23.52
31'-10 9/16"	31	10.5625	0.88	31.88
<b>28'-0 7/8"</b>			<b>ave height</b>	<b>196.52</b>
30'-0" allowed				<b>28.07</b>
	28	0.84	0.07	<b>28.07</b>

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DATE: APRIL 15, 2022  
ISSUED FOR: REVIEW SET

SHEET NUMBER: **A4-4**  
EXT ELEVS - AVE. HT. CALC

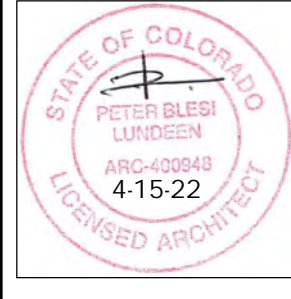
PROJECT: #2108

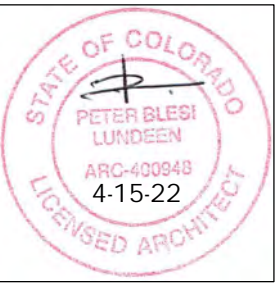
LOCATION: LOT 640-DR5 SPRING CREEK MOUNTAIN VILLAGE SAN MIGUEL COUNTY

PROJECT: LOT 640-DR5 SPRING CREEK RESIDENCE

REVISIONS:

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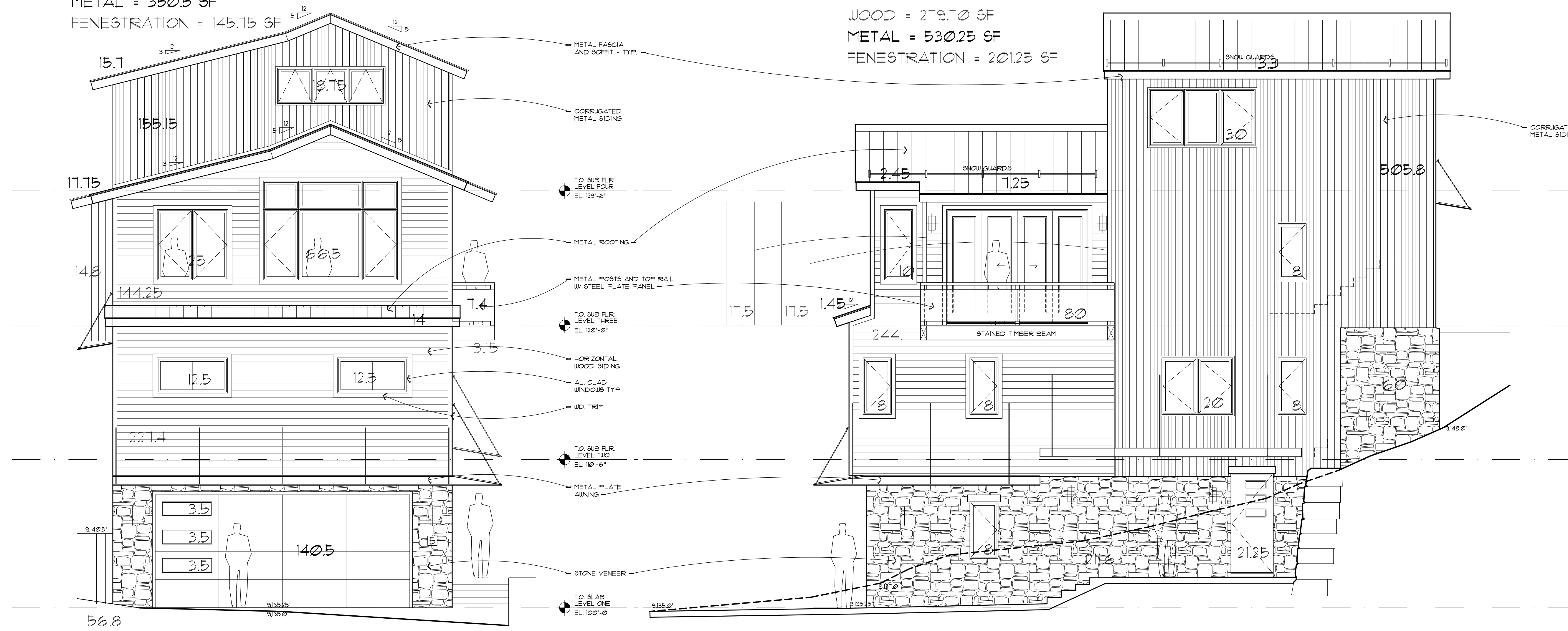




REVISIONS:

TOTAL = 942.65 SF  
 STONE = 56.8 SF  
 WOOD = 389.6 SF  
 METAL = 350.5 SF  
 FENESTRATION = 145.75 SF

TOTAL = 1282.8 SF  
 STONE = 271.6 SF  
 WOOD = 279.10 SF  
 METAL = 530.25 SF  
 FENESTRATION = 201.25 SF



**A** NORTH ELEVATION - MAT'L. CALC.  
 SCALE: 1/4" = 1'-0"

**B** WEST ELEVATION - MAT'L. CALC.  
 SCALE: 1/4" = 1'-0"

OVERALL TOTAL = 3,670.1 SF
STONE = 585.4 SF 15.95%
WOOD = 1,102.2 SF 30.25%
METAL = 1,543.0 SF 42.20%
FENESTRATION = 429.5 SF 11.60%
NORTH TOTAL = 942.65 SF
STONE = 56.8 SF
WOOD = 389.6 SF
METAL = 350.5 SF
FENESTRATION = 145.75 SF
EAST TOTAL = 881.55 SF
STONE = 202.6 SF
WOOD = 424 SF
METAL = 225.95 SF
FENESTRATION = 29 SF
SOUTH TOTAL = 563.10 SF
STONE = 54.4 SF
WOOD = 16.9 SF
METAL = 442.3 SF
FENESTRATION = 49.5 SF
WEST TOTAL = 1,282.8 SF
STONE = 271.6 SF
WOOD = 279.10 SF
METAL = 530.25 SF
FENESTRATION = 201.25 SF

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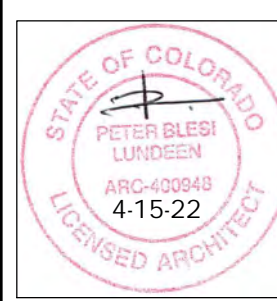
DATE: APRIL 15, 2022  
 ISSUED FOR: REVIEW SET

PROJECT: LOT 640-DR5 SPRING CREEK RESIDENCE

LOCATION: LOT 640-DR5 SPRING CREEK MOUNTAIN VILLAGE SAN MIGUEL COUNTY

SHEET NUMBER: A4-5  
 EXT. ELEVS - MAT'L CALC.

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REVISIONS:

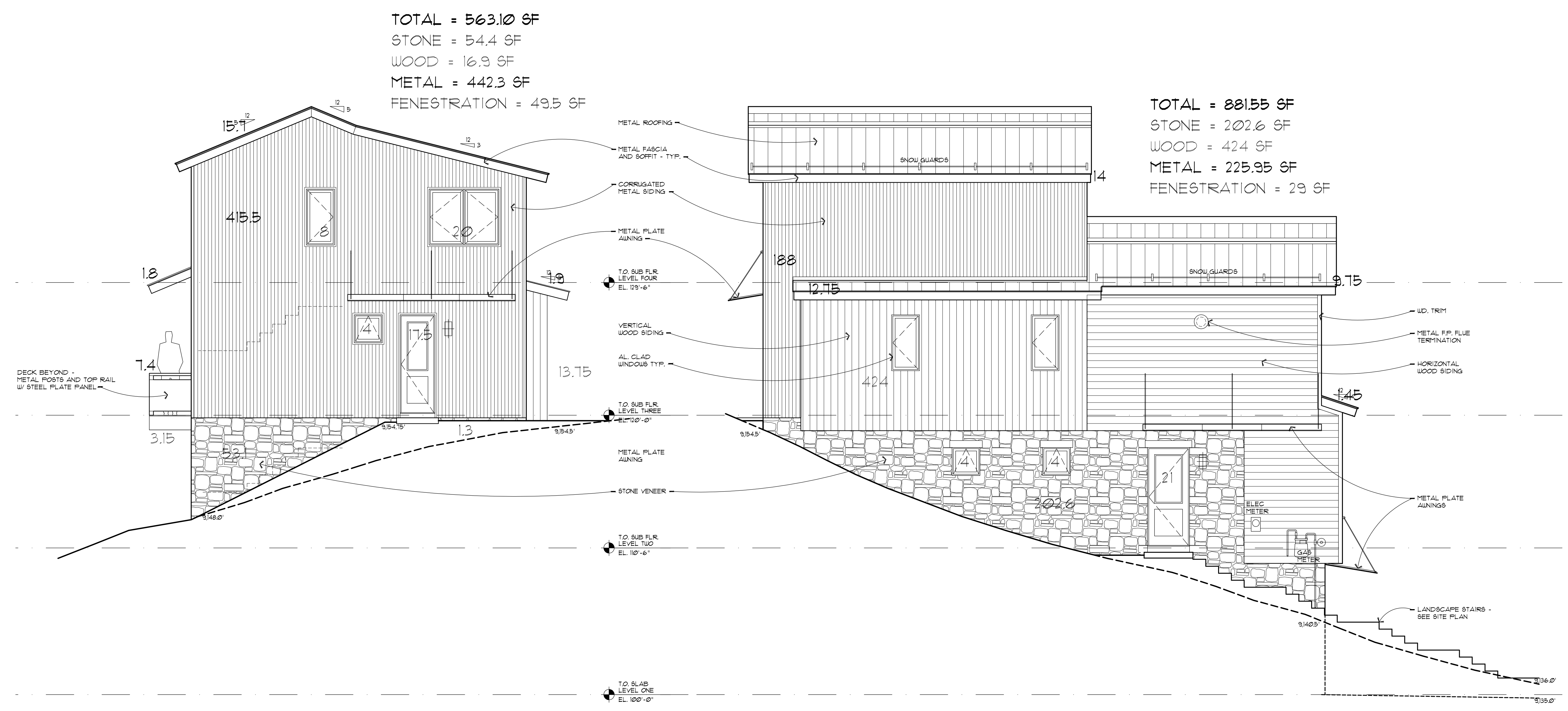
PROJECT: LOT 640-DR5 SPRING CREEK RESIDENCE

PROJECT: #2108

DATE: APRIL 15, 2022  
ISSUED FOR: REVIEW SET

LOCATION: LOT 640-DR5 SPRING CREEK MOUNTAIN VILLAGE SAN MIGUEL COUNTY

SHEET NUMBER: A4-6  
EXT. ELEV. - MAT'L CALC.

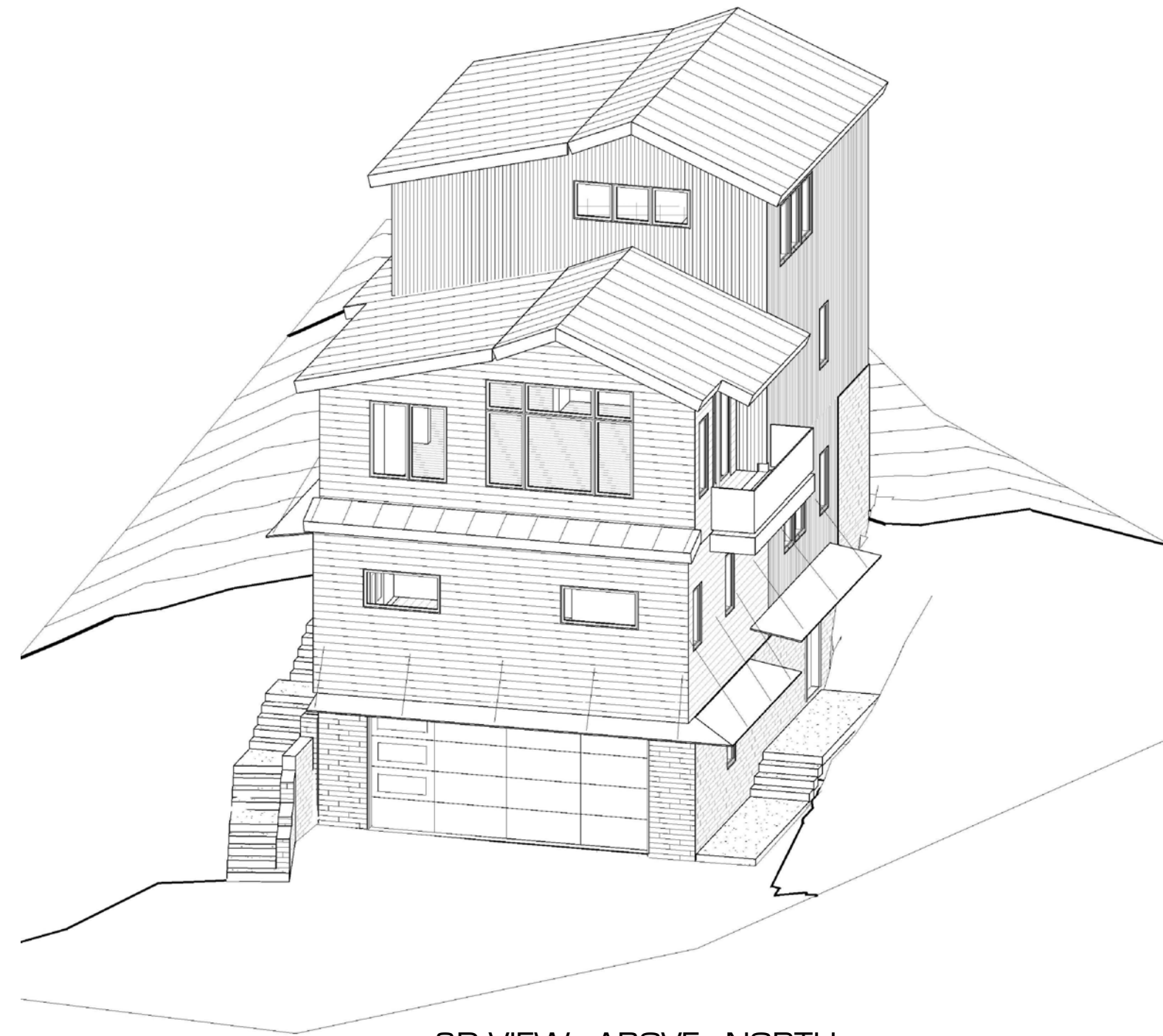


**A** SOUTH ELEVATION - MAT'L CALC.  
SCALE: 1/4" = 1'-0"

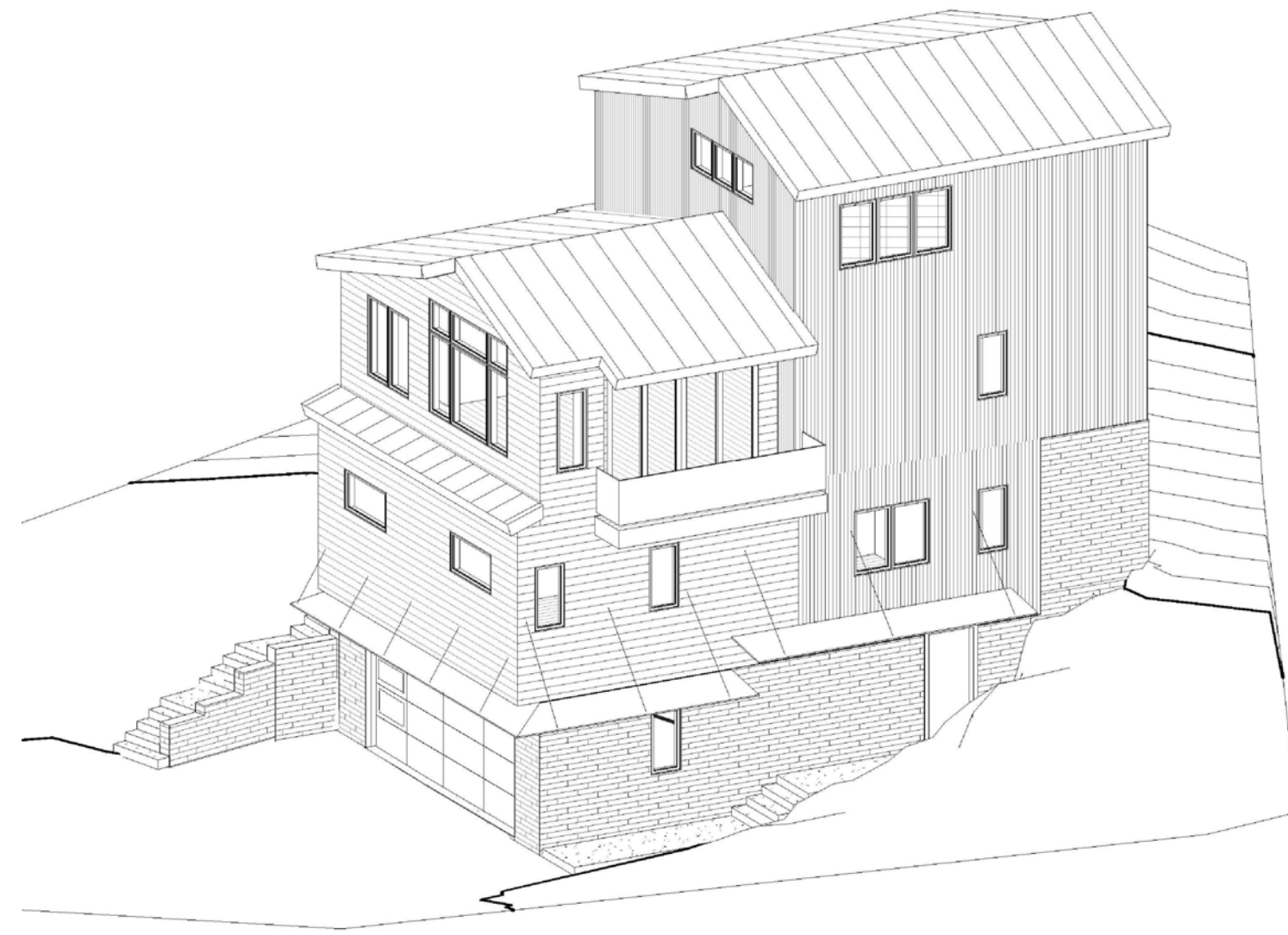
**B** EAST ELEVATION - MAT'L CALC.  
SCALE: 1/4" = 1'-0"

OVERALL TOTAL = 3670.1 SF	
STONE = 585.4 SF	15.95%
WOOD = 1102.2 SF	29.75%
METAL = 1543.0 SF	41.78%
FENESTRATION = 425.5 SF	11.62%
NORTH TOTAL = 942.65 SF	
STONE = 56.8 SF	
WOOD = 389.6 SF	
METAL = 395.5 SF	
FENESTRATION = 145.75 SF	
EAST TOTAL = 881.55 SF	
STONE = 202.6 SF	
WOOD = 424 SF	
METAL = 225.95 SF	
FENESTRATION = 29 SF	
SOUTH TOTAL = 563.10 SF	
STONE = 54.4 SF	
WOOD = 16.9 SF	
METAL = 442.3 SF	
FENESTRATION = 49.5 SF	
WEST TOTAL = 1282.8 SF	
STONE = 211.6 SF	
WOOD = 219.70 SF	
METAL = 530.25 SF	
FENESTRATION = 201.25 SF	

FOR REVIEW ONLY NOT FOR CONSTRUCTION



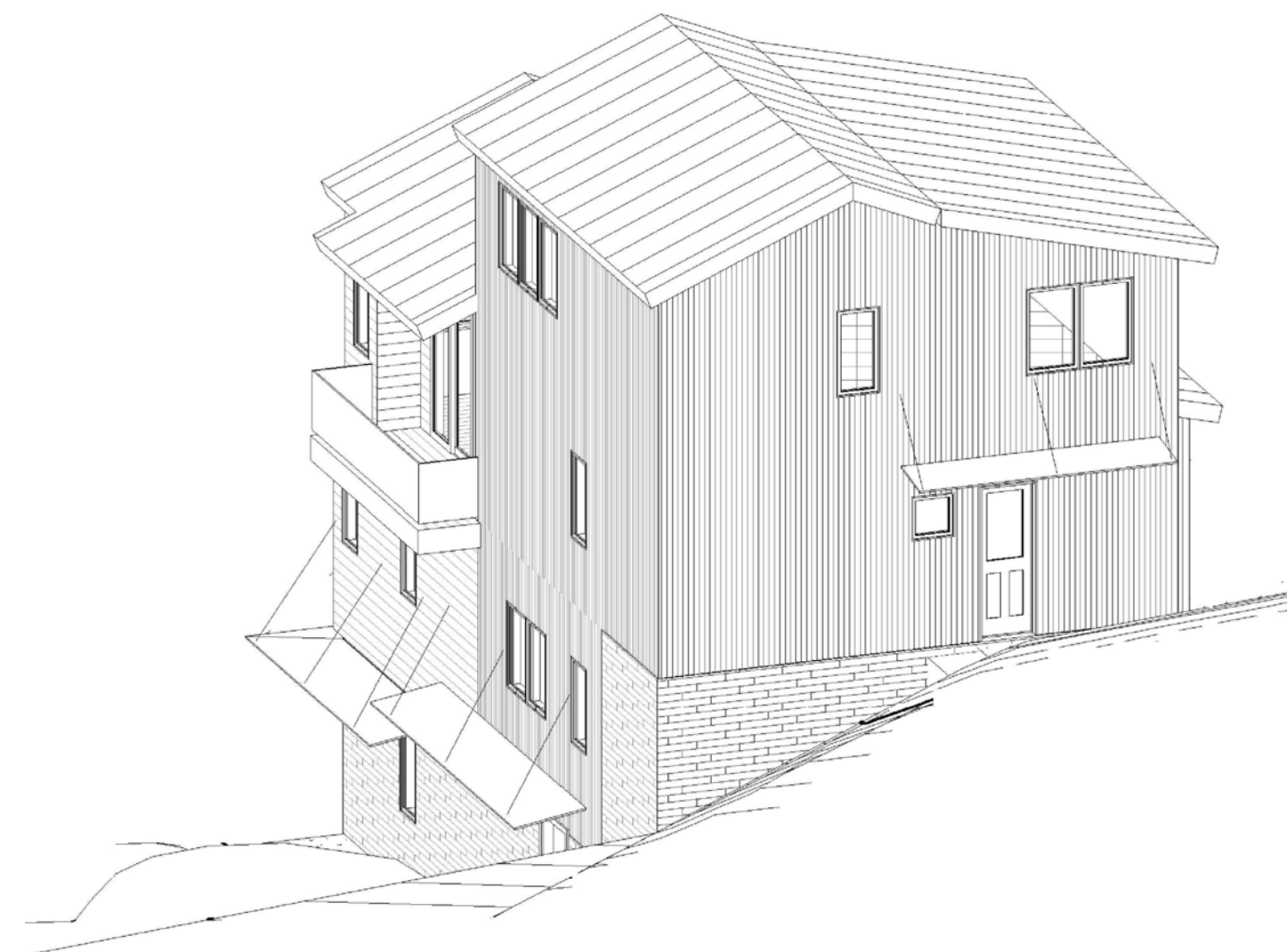
**A** 3D VIEW - ABOVE - NORTH  
SCALE: N.T.S.



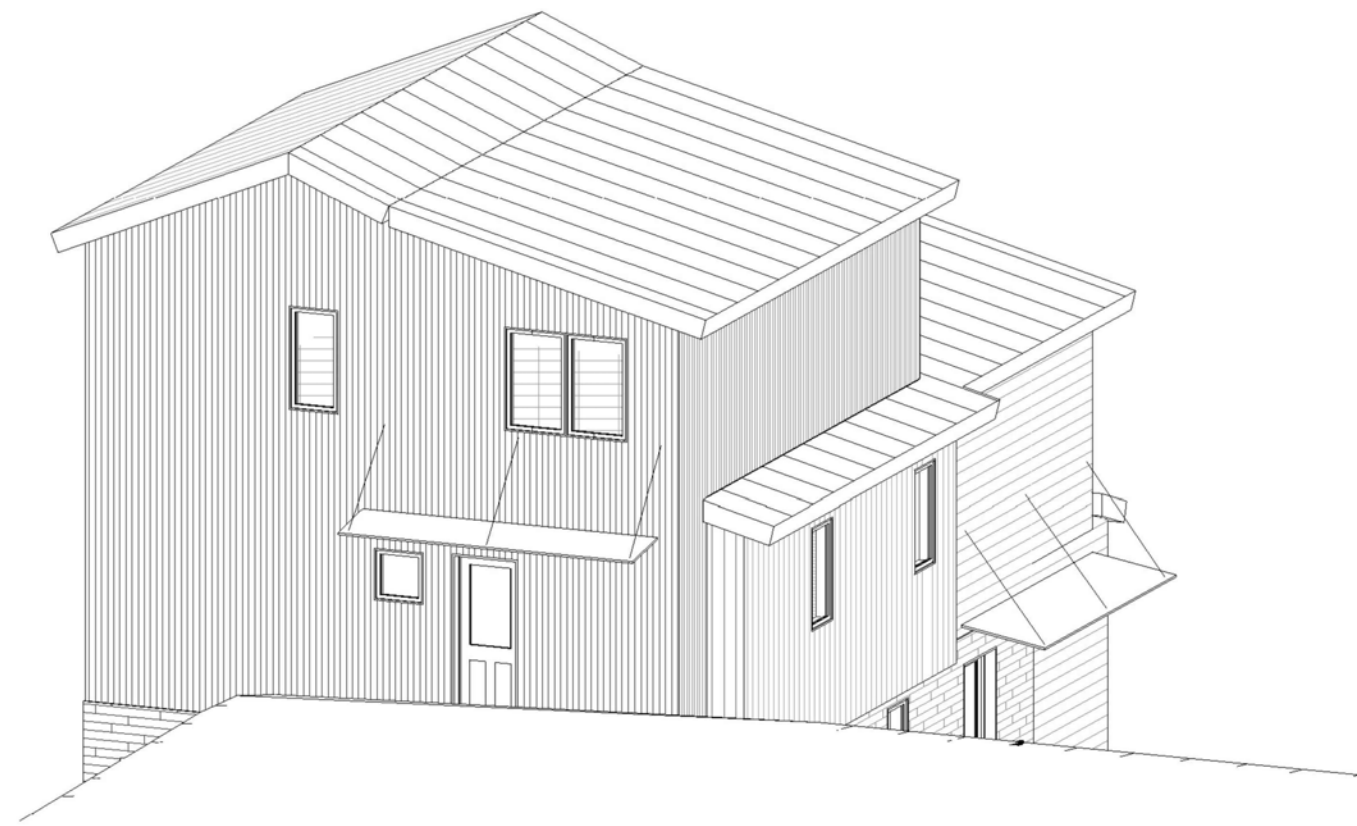
**B** 3D VIEW - ABOVE - NW  
SCALE: N.T.S.



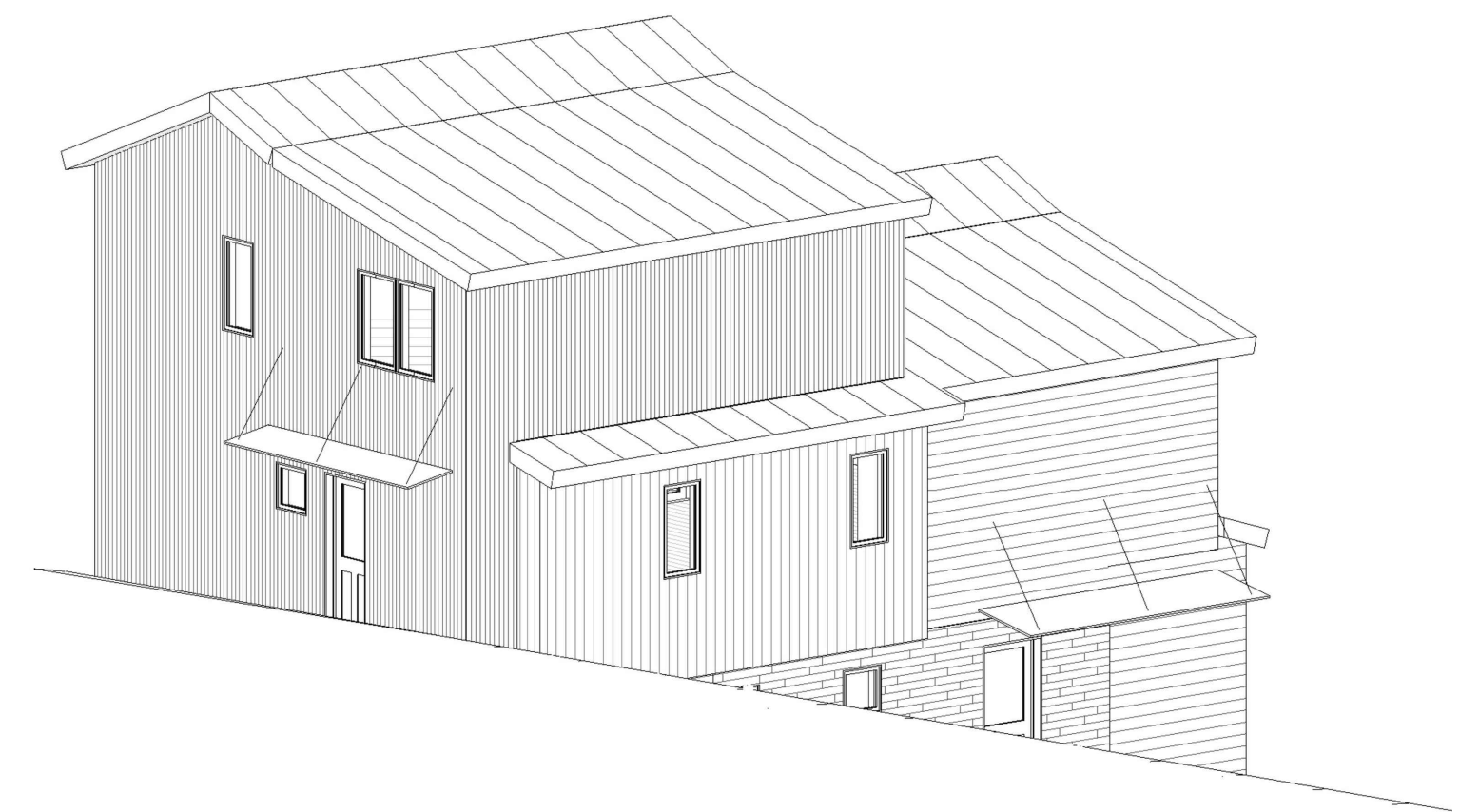
**C** 3D VIEW - ABOVE - WEST  
SCALE: N.T.S.



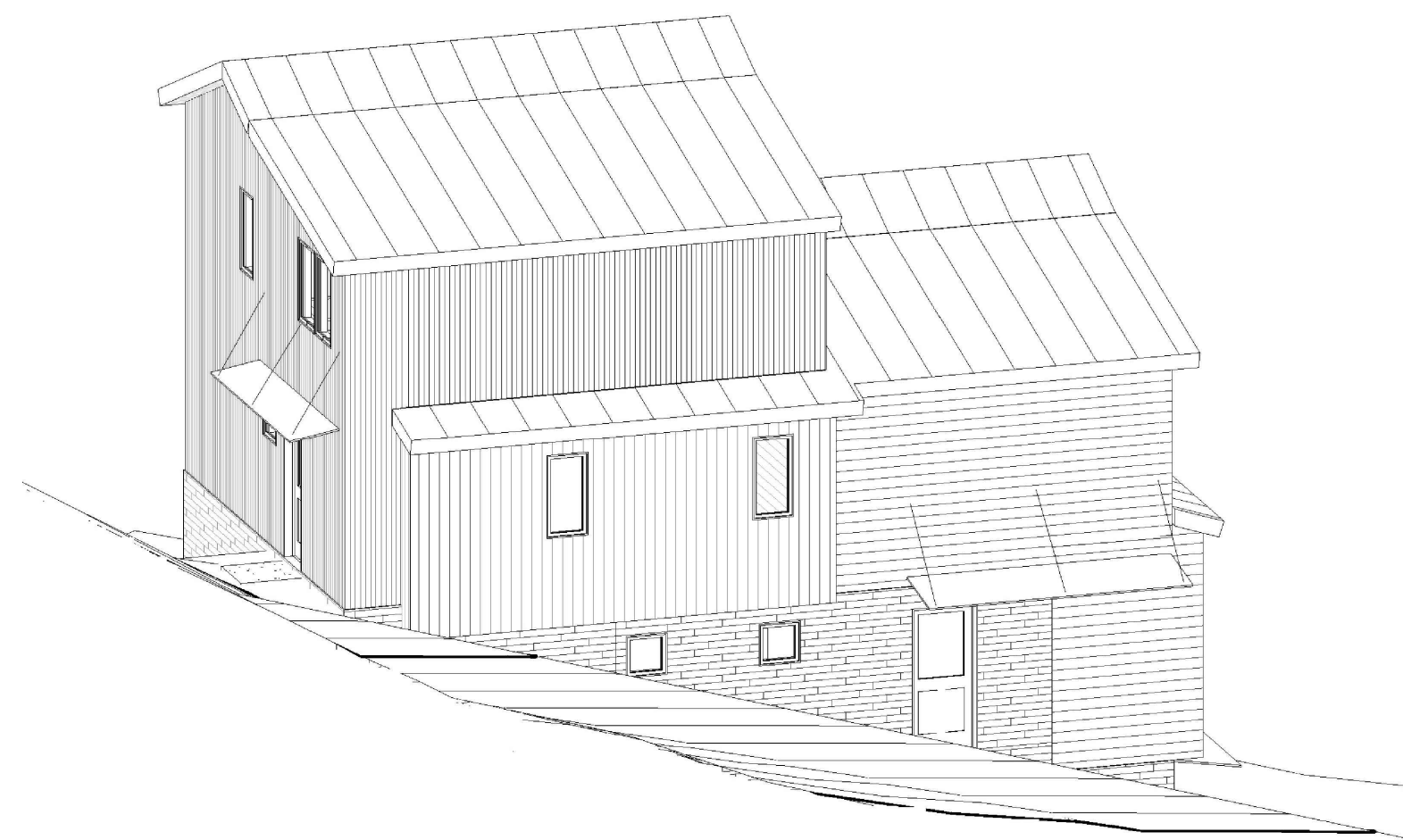
**D** 3D VIEW - ABOVE - SW  
SCALE: N.T.S.



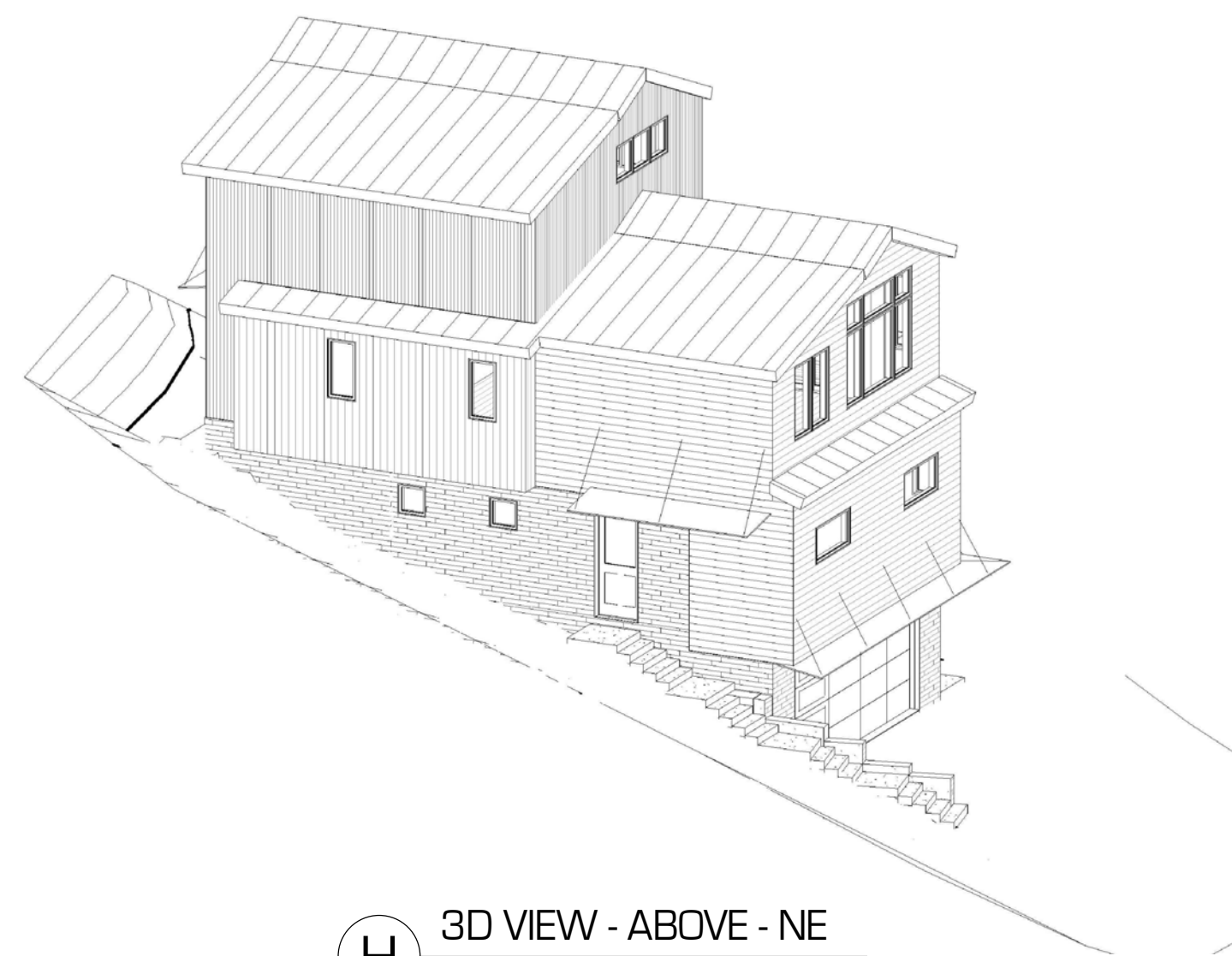
**E** 3D VIEW - ABOVE - SOUTH  
SCALE: N.T.S.



**F** 3D VIEW - ABOVE - SE  
SCALE: N.T.S.

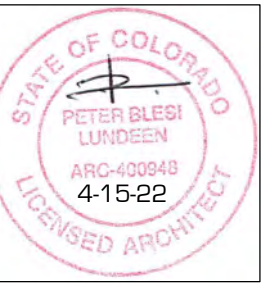


**G** 3D VIEW - ABOVE - EAST  
SCALE: N.T.S.



**H** 3D VIEW - ABOVE - NE  
SCALE: N.T.S.

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FOR REVIEW ONLY NOT FOR CONSTRUCTION		PROJECT: #2108		LOT 640-DR5 SPRING CREEK RESIDENCE	
DATE ISSUED FOR: APRIL 15, 2022 REVIEW SET	SHEET NUMBER: A4-7 EXTERIOR 3D MODEL IMAGES	LOCATION: LOT 640-DR5 SPRING CREEK MOUNTAIN VILLAGE SAN MIGUEL COUNTY			



**A** 3D VIEW - GROUND - NORTH  
SCALE: N.T.S.



**B** 3D VIEW - GROUND - NW 1  
SCALE: N.T.S.



**C** 3D VIEW - GROUND - NW 2  
SCALE: N.T.S.



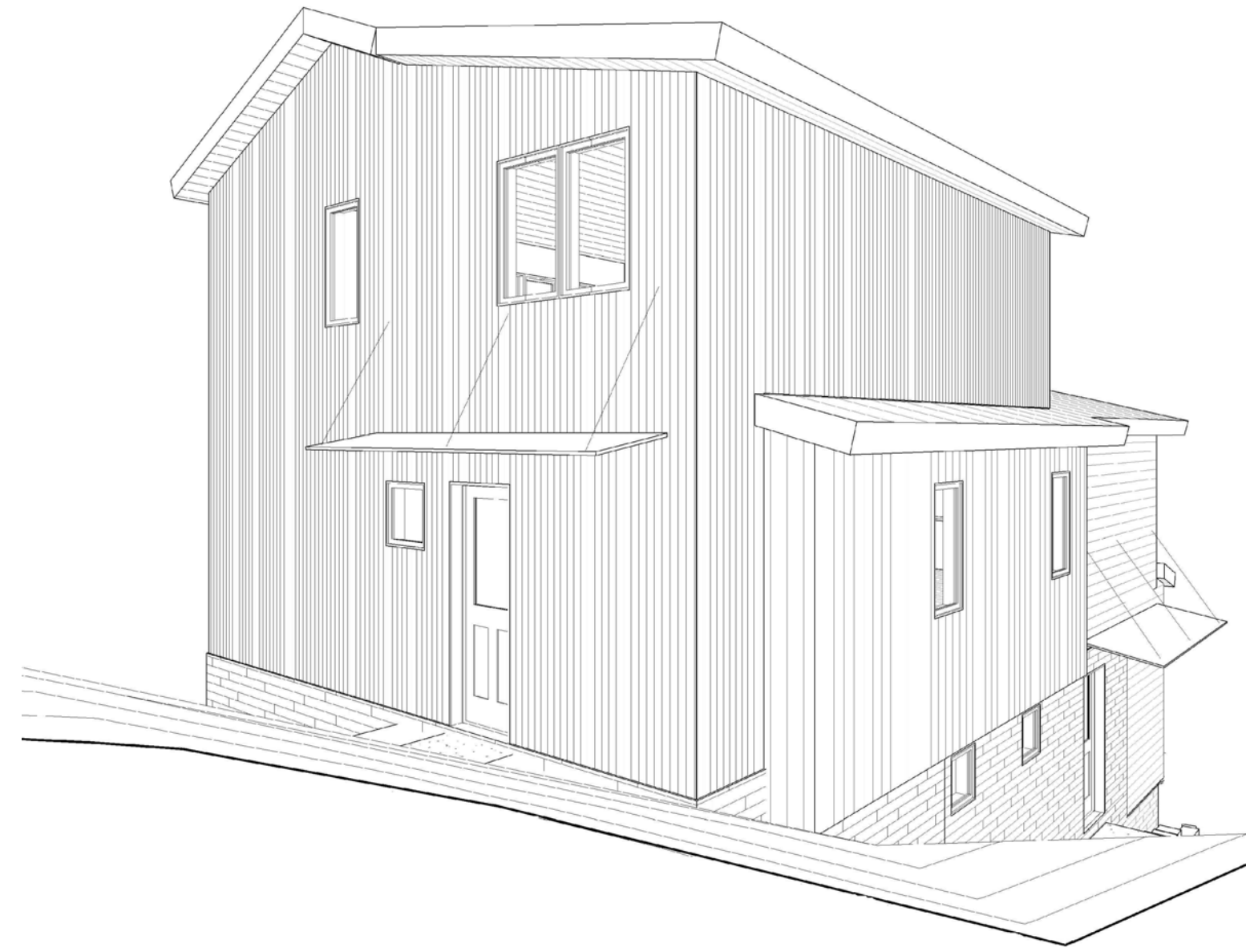
**D** 3D VIEW - GROUND - WEST  
SCALE: N.T.S.



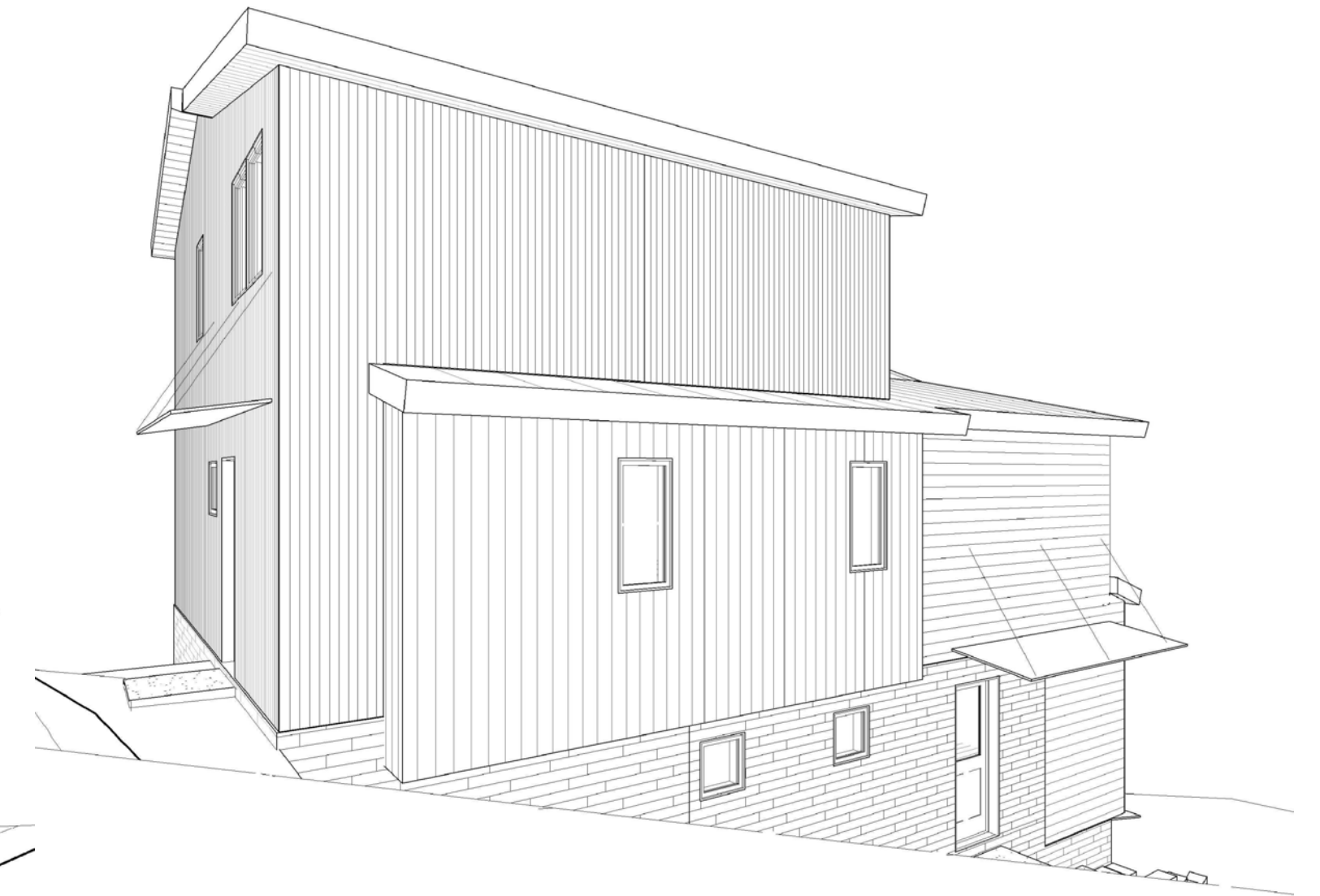
**E** 3D VIEW - GROUND - SW  
SCALE: N.T.S.



**F** 3D VIEW - GROUND - SOUTH  
SCALE: N.T.S.



**G** 3D VIEW - GROUND - SE  
SCALE: N.T.S.



**H** 3D VIEW - GROUND - EAST  
SCALE: N.T.S.



**J** 3D VIEW - GROUND - NE 1  
SCALE: N.T.S.



**K** 3D VIEW - GROUND - NE 2  
SCALE: N.T.S.



**L** 3D VIEW - GROUND - NORTH  
SCALE: N.T.S.

FOR REVIEW ONLY NOT FOR CONSTRUCTION

DATE:  
ISSUED FOR:

APRIL 15, 2022  
REVIEW SET

PROJECT:  
#2108

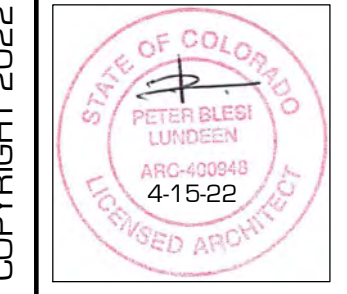
REVISIONS:

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SHEET NUMBER: **A4-8**  
EXTERIOR ELEVATIONS

PROJECT: **LOT 640-DR5 SPRING CREEK RESIDENCE**

LOCATION: **LOT 640-DR5 SPRING CREEK MOUNTAIN VILLAGE SAN MIGUEL COUNTY**





**NARRATIVE**

**To:** Mountain Village Design Review Board  
**Re:** Lot 640 DR-5 Preliminary Plan DRB Submittal  
**Date:** March 29, 2022

Project Description:

This project is a new, deed restricted, single-family residence of 3,355 gross square feet over floor floors for a local family. This includes a 2-car garage on the lowest floor. The proposed massing of the house and the rooflines step up the lot similar to the slope of the lot with three floors in the front or north side and two floors above grade in the rear or south side. There is one deck on the 3<sup>rd</sup> floor west side that is partially recessed into the building in order to create a more usable deck size while not projecting too far out from the building.

The Spring Creek subdivision has specific lot/footprint sizes that are 24' x 40' and that is what is being proposed.

Due to the steep nature of this lot, the excavation will require some layback into the southern General Easement and shoring will be required on part of the west side, all of the southern side and part of the east side,

The roofs are simple in nature and are low pitched in order to provide headroom, stay within height limits and have snow guards to protect against snow and ice fall. There are steel plate, awning roofs on different levels on each side to provide protection for walkways and outside of doors and to assist in stepping down the scale of the house.

The exterior materials will be cream/white stone veneer, brown horizontal and vertical wood siding and black corrugated metal siding, The windows and exterior doors will be aluminum clad in a black color. The roof is proposed to be standing seam metal roofing with a black color. The intent is to have exterior materials that will be less maintenance over time.

Thanks for your thoughtful consideration of this proposal.

Regards,

Peter B. Lundeen,  
Architect

## Lot 640 DR-5 Materials



White Buff Mixed Sizes

Stone Veneer

Lot 640 DR-5 Materials



Stained Wood Siding and Black, Corrugated, Metal Siding similar to these images



## Lot 640 DR-5 Materials



## Standing Seam Metal Roofing – Black



## Lot 640 DR-5 Materials



Garage and Main Entry Door  
with Metal and windows  
similar to this image but  
not exactly like this image

## Designers Fountain LED32611-BNB

Beacon LED 15 inch Burnished Bronze Outdoor Wall Lantern



**Fou**

Call

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## Designers Fountain LED32611-BNB Beacon LED 15 inch Burnished Bronze Outdoor Wall Lantern

Beacon LED outdoor light fixtures are designed to look great and save money. These wall lanterns feature a unique, simple style that complements the exterior decor of any home. The protective burnished bronze finish adds rustic appeal to the fixture. The LED engine inside this light fixture delivers 340 Lumens, the equivalent of a 75-Watt light bulb, using only 10-Watt of electricity. Because this outdoor fixture is LED, there are no light bulbs to replace-ever. The sturdy, weather resistant cast aluminum construction and waterproof seal protect the lantern from harsh outdoor elements to ensure the long life of the fixture. These light fixtures are rated suitable to be installed in wet locations. They are backed by a 3 year limited manufacturer's warranty. These outdoor lanterns install easily and deliver welcoming, safe and reliable exterior lighting. A modern approach to outdoor lighting design, the Beacon collection is a lit sculptural statement for the exterior of the home while offering the most energy efficient light from integrated LED?. The light shield is hand crafted in wire form to create visual interest, minimize glare, and curb the effect of light pollution to comply with Dark Sky standards. Finish is Burnished Bronze.



### Brand Information

- Brand: Designers Fountain
- Collection: Beacon
- SKU: LED32611-BNB
- UPC: 46335980594

### Dimensions and Weight

- Length: 6.50 in.
- Width: 6.00 in.
- Height: 15.38 in.
- Extension/Depth: 6.50 in.
- Backplate/Canopy Width: 6.00 in.
- Backplate/Canopy Length: 15.50 in.
- Height from Center of Wall Opening: 3.75 in.
- Weight: 3.70 lb.

### Other Specifications

- Ships Via: Ground ( FREE SHIPPING )
- Warranty: 3yr

### Additional Details

- Motion Detector: No
- Dual Mount: No
- Photocell: No
- Motion Detector: No
- Dual Mount: No
- Photocell: No
- Interior / Exterior: Exterior

### Design Information

- Category: [Outdoor Wall Lights](#)
- Finish: [Burnished Bronze](#)
- Material: Cast Aluminum

### Bulb Information

- Bulbs Included: Yes
- Dimmable: No
- Bulb Category: LED
- Primary Bulb(s): x 10.00 watts Integrated LED
- Color Temperature: 3000K
- Color Rendering Index: 71.0000
- Total Lumens: 340
- Additional Bulb Details:
  - Efficacy: 34
  - Avg. LED Life Hours: 60000
  - Replacement Wattage: 40
  - Avg. Wattage Savings: 50
  - kWh Savings Lifetime: 3000

### Product Rating

- Voltage: 120
- Outdoor Rating: Suitable for Wet Locations
- Safety Rating: UL/CUL Wet
- Dark-Sky Approved



## DEVELOPMENT REFERRAL FORM

Planning & Development Services  
Planning Division  
455 Mountain Village Blvd. Ste. A  
Mountain Village, CO 81435  
(970) 728-1392

### Referral Agency Comments

Lot 640DR-5  
Tough build site. No issues with the application.  
Finn



**From:** [Bill Miller](#)  
**To:** [Amy Ward](#)  
**Subject:** Spring Creek Hensen Lot 5 project  
**Date:** Wednesday, July 27, 2022 12:49:09 PM

---

MV Design Review Board  
Amy Ward, Senior Planner

My name is William Miller and I reside at 3 Spring Creek Drive. I received plans for the proposed construction of a single family, 4 story residence on Lot 5 and have the following concerns:

1. Excavation - Lot 5 is located on a steep hillside. It will be critical for the developer to provide an engineered shoring/excavation plan as there will be significant vertical faces created during the excavation process. If not shored correctly, a slope failure could result in substantial damage to adjacent homes.
2. Site Grading Plan (Sheet C 2) - The Site Grading Plan does not adequately address the concentrated storm water that will be produced from roofs and impervious improvements. As an example, the proposed large patio creates more impervious ground cover that will further exacerbate storm water runoff. Hardscape stairs to Entry door on east and west sides will add to the runoff. Sub-surface drywells may be necessary to accept this water.
3. Location Certificate - I assume that the MV Building Department requires the foundation location to be surveyed and set before concrete is poured.
4. Accessory Unit - The east elevation on the plans shows an entry door on the second level and hardscape stairs descending 10' to road grade. What is the purpose of this door and stairs. Is this for an accessory unit? If so, how will the additional, necessary parking be addressed. Please also note that the stairs send water toward the neighbor on Lot 6 and will also drain water onto our roadway creating ice problems.
5. Mass & Scale - This project is a large, 4-story structure. Is the design in compliance with MV height standards?

I would like to thank the Design Review Board members and town staff for their diligence and appreciate you taking my concerns into consideration.



**TO:** Mountain Village Design Review Board

**FROM:** Design Workshop on behalf of the Town of Mountain Village

**FOR:** Design Review Board Public Hearing; August 4, 2022

**DATE:** August 4, 2022

**RE:** Staff Memo – Initial Architecture and Site Review (IASR) Lot AR10, 118 Lawson Point pursuant to CDC Section 17.4.11

### APPLICATION OVERVIEW: New Single-Family Home on Lot AR 10

#### **PROJECT GEOGRAPHY**

**Legal Description:** ADAMS RANCH LOT 10 TELLURIDE MOUNTAIN VILLAGE REPLAT FIL 14 BK 1 PG 1030 AND 31 AND ADAMS RANCH COMMUNITY PLAT MAP AMEND BK 1 PG 2573 6 1 99 CONT 0.507ACRES

**Address:** 118 Lawson Point

**Applicant/Agent:** Ken Alexander, Architects Collaborative

**Owner:** Kristyn Shumway

**Zoning:** Single-Family

**Existing Use:** Vacant

**Proposed Use:** Single-Family

**Lot Size:** .506 acres

**Adjacent Land Uses:**

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



*Figure 1: Vicinity Map*

#### **ATTACHMENTS**

Exhibit A: Architectural Plan Set

Exhibit B: Staff/Public Comment

**Case Summary:**

Ken Alexander of Architects Collaborative is requesting Design Review Board (DRB) approval of an Initial Architectural and Site Review (IASR) Application for a new single-family home on Lot AR10, 118 Lawson Point. The gross square footage of the project is 3,260 s.f. with 2,668 livable. The applicant is providing two interior and two exterior parking spaces.

**Applicable CDC Requirement Analysis:** The applicable requirements cited may not be exhaustive or all-inclusive. The applicant is required to follow all requirements even if an applicable section of the CDC is not cited. *Please note that Staff comments will be indicated by italicized Text.*

*Table 1: Relevant information from CDC Sections 17.3.11-14; 17.5.6 (materials); 17-5.8 (parking)*

<b>CDC Provision</b>	<b>Requirement</b>	<b>Proposed</b>
<b>Maximum Building Height</b>	40' (gable) Maximum	29'
<b>Maximum Avg. Building Height</b>	30' (gable) Maximum	18.92'
<b>Maximum Lot Coverage</b>	40% (8,828 s.f.)	14.8% (3,260 s.f.)
<b>General Easement Setbacks</b>	No encroachment	GE encroachment for the two exterior parking spaces
<b>Roof Pitch</b>		
Primary (gabled)		6:12
Secondary (shed)		6:12
<b>Exterior Material</b>		
Stone	35% minimum	35.1%
Wood	n/a	24.4%
Glass	40% maximum	26.3%
Metal	n/a (needs approval)	14.2%
<b>Parking</b>	2 interior/2 exterior	2/2

**Design Variation:**

- 1) Freestanding Address Monument waiver

**Design Review Board Specific Approvals:**

- 1) GE Encroachment - parking

**Chapter 17.3: ZONING AND LAND USE REGULATIONS**

**17.3.12: Building Height Limits**

Sections 17.3.11 and 17.3.12 of the CDC provide the methods for measuring Building Height and Average Building Height, along with providing the height allowances for specific types of buildings based on their roof form. The proposed design incorporates a combination of gable and shed roof forms. Homes with a primary gable roof form are granted a maximum building height of 40 feet and a maximum average building height of 30 feet. The average height is an average of measurements from a point halfway between the roof ridge and eave. The points are generally every 20 feet around the roof. The maximum height is measured from the highest point on a roof directly down to the existing grade or finished grade, whichever is more restrictive.

*Staff: Staff has determined that the primary roof form for this home is a gable and therefore granted a maximum height of 40 feet. The parallel plane projection is showing that the*

home is clearly under the 40' limit at all elevations. Both the maximum building height of 29' and the maximum average building height of 18.92' meet the requirements as outlined in sections 17.3.12 of the CDC.

### 17.3.14: General Easement Setbacks

The CDC provides that the GE and other setbacks be maintained in a natural, undisturbed state to provide buffering to surrounding land uses. The CDC does provide for some development activity within the GE and setbacks such as Ski Access, Natural Landscaping, Utilities, Address Monuments, and Fire Mitigation. All encroachments not listed above will require encroachment agreements between the property owner and the Town.

*Staff: The applicant is showing the two exterior parking spaces as partially encroaching upon the 16' General Easement on the south side of the property. Figure 2 below highlights the areas in red which are encroaching upon the GE. Looking at the other developed properties in the neighborhood, it seems that exterior parking in the GE is common on this street, however if the building envelope were shifted to the north, this encroachment would be minimized or removed. The lot starts to increase in slope as you go north, so the siting is understandable, but the DRB should discuss whether they find these encroachments acceptable. If so, a specific approval should be granted.*

Regardless of the encroachment, any development within the General Easement will require the owner and the Town to enter into a GE Encroachment Agreement as part of a condition of approval.

**Figure 2: GE Encroachment**



## Chapter 17.5: DESIGN REGULATIONS

### 17.5.4: Town Design Theme

The Town of Mountain Village has established design themes aimed at creating a strong image and sense of place for the community. Due to the fragile high alpine environment, architecture and landscaping shall be respectful and responsive to the tradition of alpine design – reflecting elements of alpine regions while blending influences that visually tie the town to mountain buildings. The Town recognizes that architecture will continue to evolve and create a regionally unique mountain vernacular, but these evolutions must continue to embrace nature and traditional style in a way that respects the design context of the neighborhoods surrounding the site.

*Staff: The proposed development reflects the design goals of the Town of Mountain Village as outlined in section 17.5.4 of the CDC. The materials chosen are a combination of stone veneer, vertical wood siding, black metal steel, and glass, which should create an exterior capable of withstanding our high alpine environment. Along with its use of materials, the proposed building combines the use of gable and shed roofs to combine traditional alpine architecture with more contemporary architecture. Overall, it appears that the design would fit within the existing Mountain Village design theme.*

### 17.5.5: Building Siting Design

The CDC requires that any proposed development blend into and protect, to the extent possible, the existing landforms and vegetation.

*Staff: The proposed development shows a regrade of the site to allow the northwest corner to blend in with the surrounding landscape. The siting of the structure is split into two main parts, a main level and a lower level. The lower level consists of the driveway and garage and sits two feet below the main level. The applicant has demonstrated that this site adheres to the goals outlined in section 17.5.5 of the CDC.*

### 17.5.6: Building Design

The CDC requires that building form and exterior wall forms portray a mass that is thick and strong with a heavy grounded foundation.

*Staff: Staff comments regarding each of the relevant subsections are below.*

#### Building Form:

*The form of the proposed residential structure follows an alpine mountain design that is well grounded to withstand the extreme natural forces of wind, snow, and heavy rain. It is made of materials such as stone, wood and metal that evoke this form. The main living space consisting of the central living, dining, and kitchen areas is surrounded by glass with remaining parts of the house being made out of stone and wood materials. See Figure 3 shows the south elevation as a reference.*

**Figure 3: Proposed South Elevation**



Exterior Wall Form:

The proposed development has exterior walls that are simple in design and portray a massing that is substantially grounded to the site.

Roof Form:

The roof is split into two parts, a gabled roof and a shed roof. The shed roof sits between the two gabled sections of the house, creating a unique roof shape. The roof will be made of black standing seam metal, which is permitted under section 17.5.6C-3c.i of the CDC. Soffit and fascia materials have not been identified and should be called out, and material samples provided, prior to final review.

Chimneys, Vent and Rooftop Equipment Design:

The applicant has not identified the fuel source for their proposed fireplace. If the fireplace is wood burning, the installation of a spark arrester is required and a valid wood burning permit shall be demonstrated. The proposed equipment meets the requirements of the CDC.

Exterior Walls Materials and Color:

The building utilizes a mix of stone veneer, vertical wood siding, sheet metal, and glass as its main exterior materials. Stone walls account for 35.1 percent of exterior materials, which adheres the required minimum requirement of 35 percent. The application does not include the required narrative that describes the pattern, grout, block size and color of the proposed stone and setting pattern. The soffit and fascia materials are not outlined in this initial application. Should either of them be made of metal, they are subject to specific requirements outlined in section 17.5.6.C.3.h.ii. of the CDC. This detail will be required at final review.

Glazing:

The total windows of the building, including window and door glazing, is 26.3 percent of the total building façade. It is unclear from the application whether the windows will be recessed, the type of window is not indicated as having double or triple glazing or high technology glass, and the material and color of the window trim is not indicated. The applicant shall revise the application to properly indicate window depth and materials as well as the reveal at the garage door

Doors and Entryways:

The proposed door design matches the materials and color of the flat metal siding. However, the applicant has not identified the materiality of the front door. Per Section 17.5.6H-3, flush metal doors will not be permitted unless the review authority determines that such doors are semi-concealed from public ways. Staff recommends the applicant revise their application to identify the materiality of all doors for the proposed application. The garage door is proposed to be made of smoked glass.

Decks and Balconies:

The proposed patio enhances the overall architecture of the building by creating variety and detail on the exterior elevations as outlined in the CDC.

Required Surveys and Inspections:

A materials board is required to be created for the DRB final approval per the requirements outlined in section 17.5.6-J3 of the CDC. The board shall remain on the site in a readily visible location until the project receives a certificate of

occupancy. The Planning Division is responsible for conducting site inspections prior to the issuance of a certificate of occupancy to ensure the development is proceeding in accordance with the approved plans.

#### **17.5.7: Grading and Drainage Design**

*Staff: The applicant is asking for a regrading of the site to allow for the northwest corner of the property to naturally blend into the surrounding landscape. The applicant is proposing that the lower level be placed at an elevation of 9,174.5' and the main level sit at an elevation of 9,176.5'. With the proposed re-grading, the applicant has also proposed new drainage plans for the site. Additional information will be required for final review to ensure adequate drainage.*

*Town Public Works Department: The Public Works Department reviewed the application and did not see issues with the proposed drainage plan at this time.*

#### **17.5.8: Parking Regulations**

*Staff: According to section 17.5.8 of the CDC, this home is required to have 2 interior parking spaces and 2 exterior parking spaces. The proposed design has the two exterior parking spaces in the general easement. The DRB should review the design layout and either approve the encroachments to the general easement or recommend the applicant revise the plans to show no encroachment.*

#### **17.5.9: Landscaping Regulations**

*Staff: The applicant is proposing the removal of all trees and shrubs as required by section 17.6.1A-3d-i.b of the CDC. The applicant is proposing the addition of (5) blue spruce and (4) aspen trees primarily as screening around the driveway area. The proposed landscaping is not meeting the diversity of species clause, and staff recommends that the applicant revise the landscaping plan to include more diverse species. Per section 17.5.9C-5b, the applicant shall provide a detailed erosion control and revegetation plan prior to final review.*

*Town Public Works Department: The Town Public Works Department reviewed the landscape plan and requires more detail to make a recommendation. For this reason, a condition has been included to ensure an updated plan is provided before final review.*

#### **17.5.11: Utilities**

*Town Public Works Department: We do not see issues with the proposed utilities plans at this time. The applicant has indicated that an Electrical Plan will be submitted as part of the final submittal on page E1.1. No initial electrical plans were provided for this initial review but there is a Utility plan on page A1.3 which shows new electric, gas, cable, telephone, water and sewage lines and meters.*

#### **17.5.12: Lighting Regulations**

*Staff: The applicant has provided an initial lighting plan on page A1.3 of their application. The applicant lists two lighting fixtures, sconce incandescent night sky downlights and LED can 4' 4OW. However, the applicant does not specify the lumens per lighting fixture. Full specification sheets for each fixture should be provided prior to final review. A photometric study will not be required as the square footage of the home is under 3500 s.f.*

#### **17.5.13: Sign Regulations**

*Staff: Since the proposed driveway is just over 20', the applicant is asking for the requirement of an address monument as outlined in section 17.5.13 of the CDC be waived.*

*The applicant is proposing that the building address be placed on the side of the building facing the street under the garage sconce. Given the proposed house location is in close proximity to the street, staff recommends the required address monument be waived and the DRB allow the address to be on the house. The DRB should review the address location and either approve the variation or require that an address monument be included in the final application.*

## **Chapter 17.6: SUPPLEMENTARY REGULATIONS**

### **17.6.1: Environmental Regulations**

*Staff: The applicant has included the 15' Zone 1 Fire Mitigation area. The applicant is proposing the removal of all trees and shrubs as required by section 17.6.1A-3d-i.b of the CDC. There are groupings of trees on the northern edge of the property that fall within Zone 2. Per section 17.6.1A-3d-ii.b.i of the CDC, "Groupings of trees or shrubs may be allowed provided that all of the crowns in such group of trees or the edge of the shrubs are spaced ten feet (10') from crown-to-crown or from edge of shrub to any trees or shrubs outside of such grouping." Staff has reviewed the survey and confirms that the proposed plan meets the environmental regulations per this section of the CDC.*

*Telluride Fire Protection District: TFPD approves of the proposal with the following conditions:*

- 1) The structure shall require a monitored NFPA 72 alarm system.*

### **17.6.6: Roads and Driveway Standards**

*Staff: The proposed driveway is short, around 20' long. The driveway seems to be meeting the standards outlined in section 17.6.6B of the CDC, however no driveway grades are demonstrated. The applicant shall revise the plans to demonstrate these grades, especially as they relate to the intersection with Lawson point as well as the grade at the garage door.*

*Telluride Fire Protection District: TFPD approves of the proposal with the following conditions:*

- 1) The width of the driveway shall meet the code of 16 feet total width. 12-feet shall be a hard surface with 2-foot shoulders meeting the same compaction required as the hard surface and shall be an all-weather driving surface.*

### **17.6.8: Solid Fuel Burning Device Regulations**

*Staff: Staff: The applicant has indicated that the proposed home does include a fireplace but has not called out a fuel source. This should be clarified prior to final review. If the applicant intends to have a wood burning fireplace, then a solid fuel burning permit must be provided to the Town per section 17.6.8A of the CDC.*

## **Chapter 17.7: BUILDING REGULATIONS**

### **17.7.19: Construction Mitigation**

*Staff: The applicant has indicated that the Construction Staging Plan will be a part of their submittal as page A1.4 of their application. An initial plan was not provided at this time for initial review.*

**Staff Recommendation:** Staff recommends approval of this initial architectural review with conditions.

**Staff Note:** *It should be noted that reasons for approval or rejection should be stated in the findings of fact and motion.*



## **Proposed Motion:**

If the DRB deems this application to be appropriate for approval, Staff requests said approval condition the items listed below in the suggested motion.

*I move to approve the Initial Architectural and Site Review for a new single-family home located at Lot AR10, based on the evidence provided within the Staff Report of record dated August 4, 2022, with the following design variations and specific approvals:*

### *Design Variation:*

- 1) *Free standing address monument waiver*

### *Specific approval:*

- 1) *GE encroachment – parking (or if not approving the GE encroachment then add condition 14)*

### *And, with the following conditions:*

- 1) *Prior to final review, the applicant shall label the elevations to indicate material choice for all soffit and fascia and provide sample materials.*
- 2) *Prior to final review, the applicant shall provide a detailed erosion control and revegetation plan.*
- 3) *Prior to final review, the applicant shall provide an updated landscape plan showing compliance with species diversity and fire zone mitigation areas.*
- 4) *Prior to final review, the applicant shall specify the fuel source for all solid fuel burning devices.*
- 5) *Prior to final review, the applicant shall provide a Construction Mitigation Plan following the standards of section 17.7.19 of the CDC.*
- 6) *Prior to final review, the applicant should provide full specification sheets for the proposed exterior lighting fixtures.*
- 7) *Prior to final review the applicant shall demonstrate driveway grades.*
- 8) *A monumented land survey of the footers will be provided prior to pouring concrete to determine there are no additional encroachments into the setbacks.*
- 9) *Prior to certificate of occupancy the applicant will enter into a Licensing Agreement with the Town for any approved encroachments in the right of way.*
- 10) *The structure shall require a monitored NFPA 72 alarm system.*
- 11) *Consistent with town building codes, unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be constructed as either non-combustible, heavy timber or exterior grade ignition resistant materials such as those listed as WUIC (Wildland Urban Interface Code) approved products.*
- 12) *Prior to the Building Division conducting the required framing inspection, a four-foot (4') by eight-foot (8') materials board will be erected on site consistent with the review authority approval to show:*
  - a. *The stone, setting pattern and any grouting with the minimum size of four feet (4') by four feet (4');*
  - b. *Wood that is stained in the approved color(s);*
  - c. *Any approved metal exterior material;*
  - d. *Roofing material(s); and*
  - e. *Any other approved exterior materials*
- 13) *It is incumbent upon an owner to understand whether above grade utilities and town infrastructure (fire hydrants, electric utility boxes) whether placed in the right*

*of way or general easement, are placed in an area that may encumber access to their lot. Relocation of such above grade infrastructure appurtenances will occur at the owner's sole expense and in coordination with the appropriate entity (fire department, SMPA, Town of Mountain Village) so that the relocated position is satisfactory.*

- 14) Prior to final review, the applicant shall revise the plans to move exterior parking out of the GE area. (ONLY IF GE ENCROACHMENT IS NOT APPROVED).*

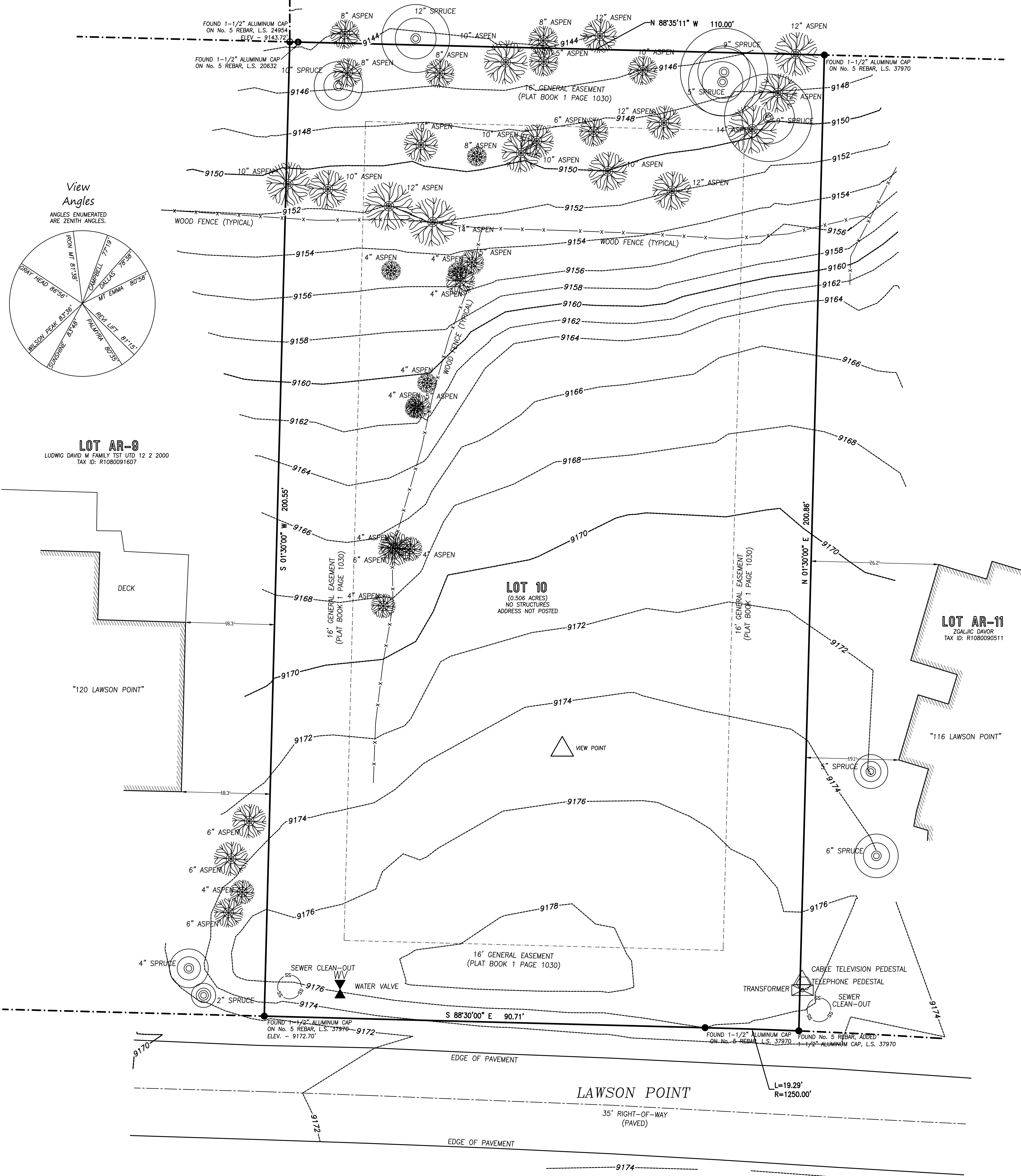
# Existing Conditions / Improvements Survey

## Lot 10, Telluride Mountain Village, Filing 14

### San Miguel County, Colorado

**LOT AR-23**  
KLAPPER JASON BEN AND KLAPPER LARA VALERIE AS JT  
TAX ID: R1080095023

**LOT AR-50**  
TSG ASSET HOLDINGS LLC A DE LLC  
TAX ID: R1080099213

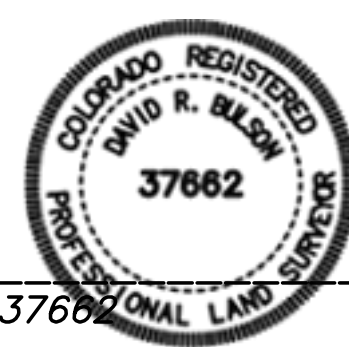
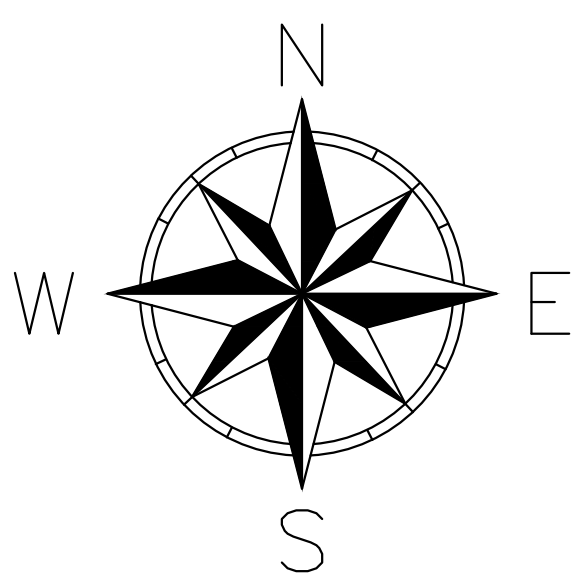


**NOTES:**

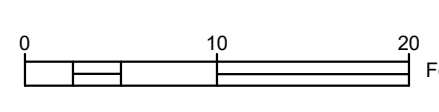
- This survey does not constitute a title search by Bulson Surveying, Inc. to determine the ownership of this property or easements of record.
- According to FEMA Flood Insurance Rate Map 08113C0291-D, Panel Number 0286 C, dated September 30, 1992, this parcel is within Zone X; Areas determined to be outside the 100 year flood plain
- Lineal units represented hereon are shown in U.S. Survey Feet or a decimal portion thereof.
- This survey is valid only if a print or electronic copy has a seal and signature of the surveyor noted within the statement above.
- Benchmark: #5 rebar and cap (LS 37970) located at the Southwest corner of Lot 10 as shown hereon, with an elevation of 9172.70' feet.
- Contour interval is two (2.0) foot.
- The word certify as used hereon means an expression of professional opinion regarding the facts of this survey and does not constitute a warranty or guarantee, expressed or implied.

**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.

This Existing Conditions/Improvement Survey of Lot 10, Telluride Mountain Village, Filing 14, was field surveyed on January 4, 2021 under the direct responsibility, supervision and checking of David R. Bulson being a Colorado Licensed Surveyor, in compliance with CRS § 38-51-106.



P.L.S. NO. 37662 Date



TBD Lawson Point Telluride CO, 81435	<b>Lot 10</b> <b>Telluride Mountain Village</b> <b>Filing 14</b> Section 33 Township 43N Range 9W N.M.P.M.
1/11/2021	<b>BULSON SURVEYING</b>
PROJECT NUMBER 21005	



VICINITY MAP

DRAWING LIST:

A0	Cover Sheet	Date: Feb. 21, 2022
C1	Improvement Survey Plat	Date: Jan. 11, 2021
A1.1	Site Plan/Roof Plan	Date: Feb. 17, 2022
A1.2	Landscape Plan	Date: Feb. 17, 2022
A1.3	Utility/Exterior Lighting Plan	Date: Feb. 17, 2022
A1.4	Construction Staging Plan	Date: Due at final submittal
A2.1	Floor Plans	Date: Feb. 3, 2022
A3.1	Elevations	Date: Feb. 3, 2022
A3.2	Elevations	Date: Feb. 3, 2022
A3.1H	Height Calcs	Date: Feb. 3, 2022
A3.2H	Height Calcs	Date: Feb. 3, 2022
A3.1S	Stone Calcs	Date: Feb. 3, 2022
A3.2S	Stone Calcs	Date: Feb. 3, 2022
E1.1	Electrical Plans	Date: Due at final submittal

PLAN CONSULTANTS:

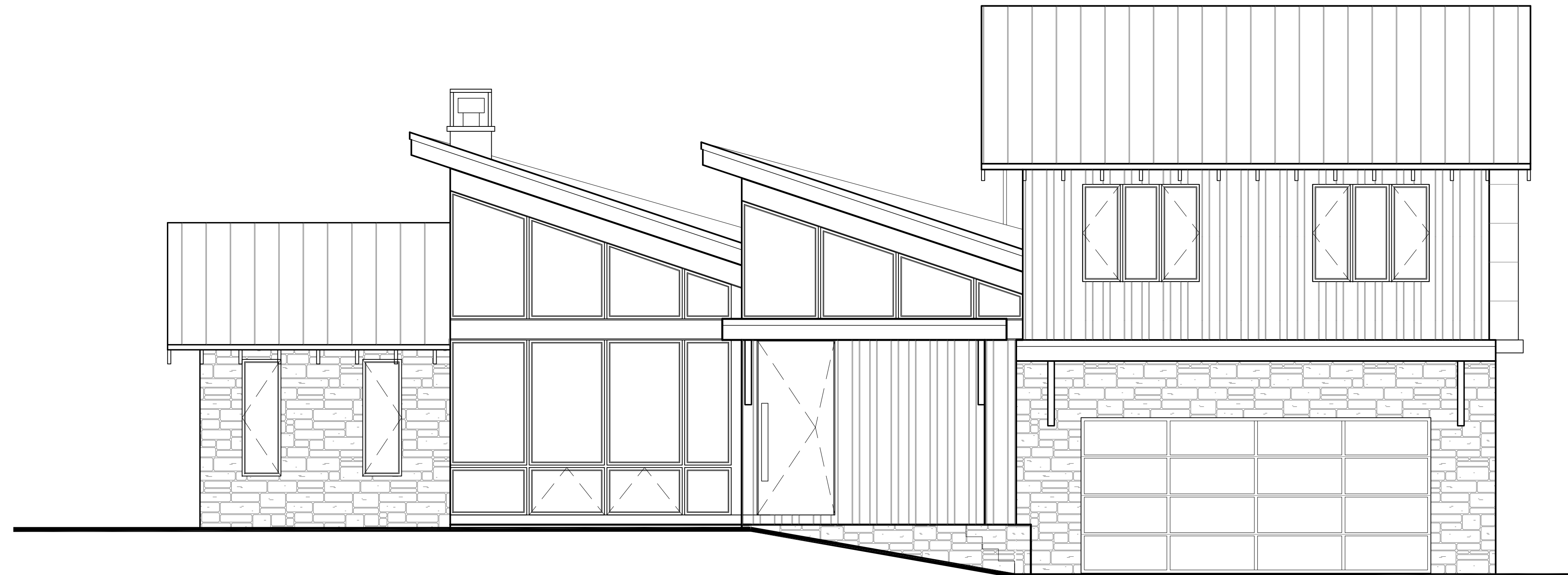
Architects Collaborative  
 Ken Alexander  
 PO Box 3954  
 Telluride, Colorado 81435  
 970-708-1076  
 ken@architectstelluride.com

McMillian Engineering  
 195 S. Lena St.  
 Ridgeway, Colorado 81432  
 970-626-5113  
 mcmillian@ouraynet.com

San Juan Survey  
 PO Box 3730  
 102 Society Drive  
 Telluride, Colorado 81435  
 970-728-1128  
 office@sanjuansurveying.net

PROJECT SUMMARY

LOT SIZE: 22,070 S.F.  
 ZONING DESIGNATION: SINGLE FAMILY  
 MAXIMUM BUILDING HEIGHT: 26'/40' ALLOWED  
 AVERAGE BUILDING HEIGHT: 22'/30' ALLOWED  
 REQUIRED PARKING: 4 SPACES REQ'D/ 4 SPACES PROVIDED  
 BUILDING COVERAGE: 3,547 S.F.  
 TOTAL COVERAGE PERCENT: 16.1% / 18% ALLOWED



REVISIONS:

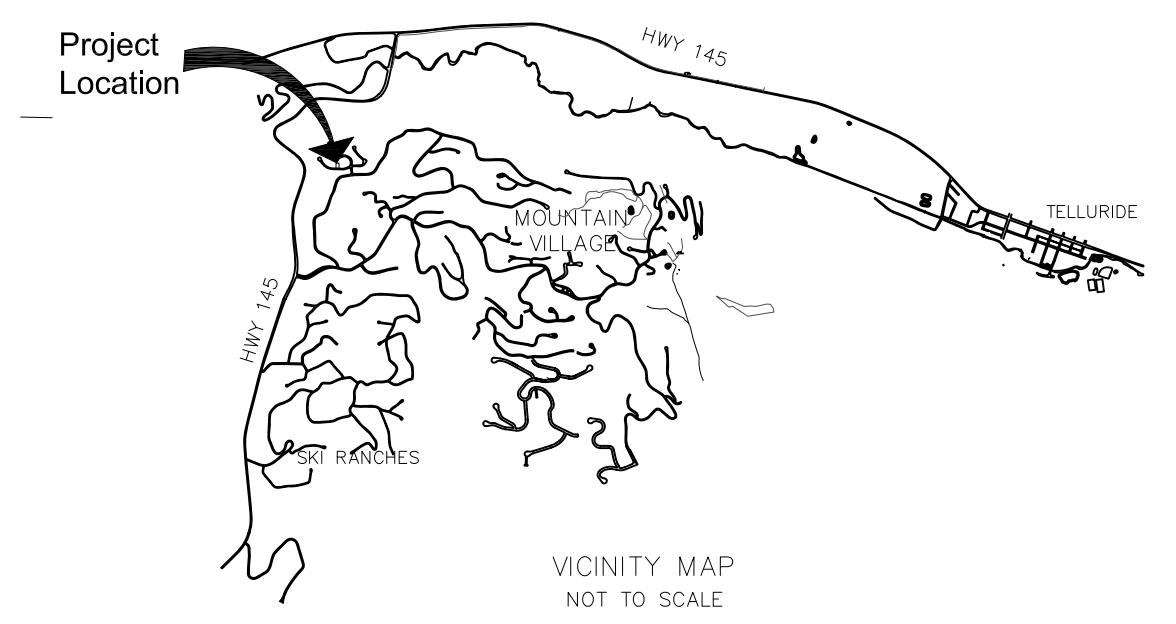
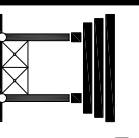
ARCHITECTS COLLABORATIVE  
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 970-708-1076  
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Shumway Residence  
 Lot 10, 118 Lawson Point, Mountain Village  
 San Miguel County, Colorado

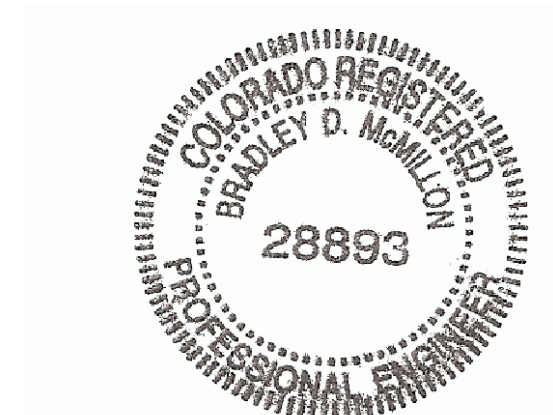
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SHEET

A0  
Lot 10

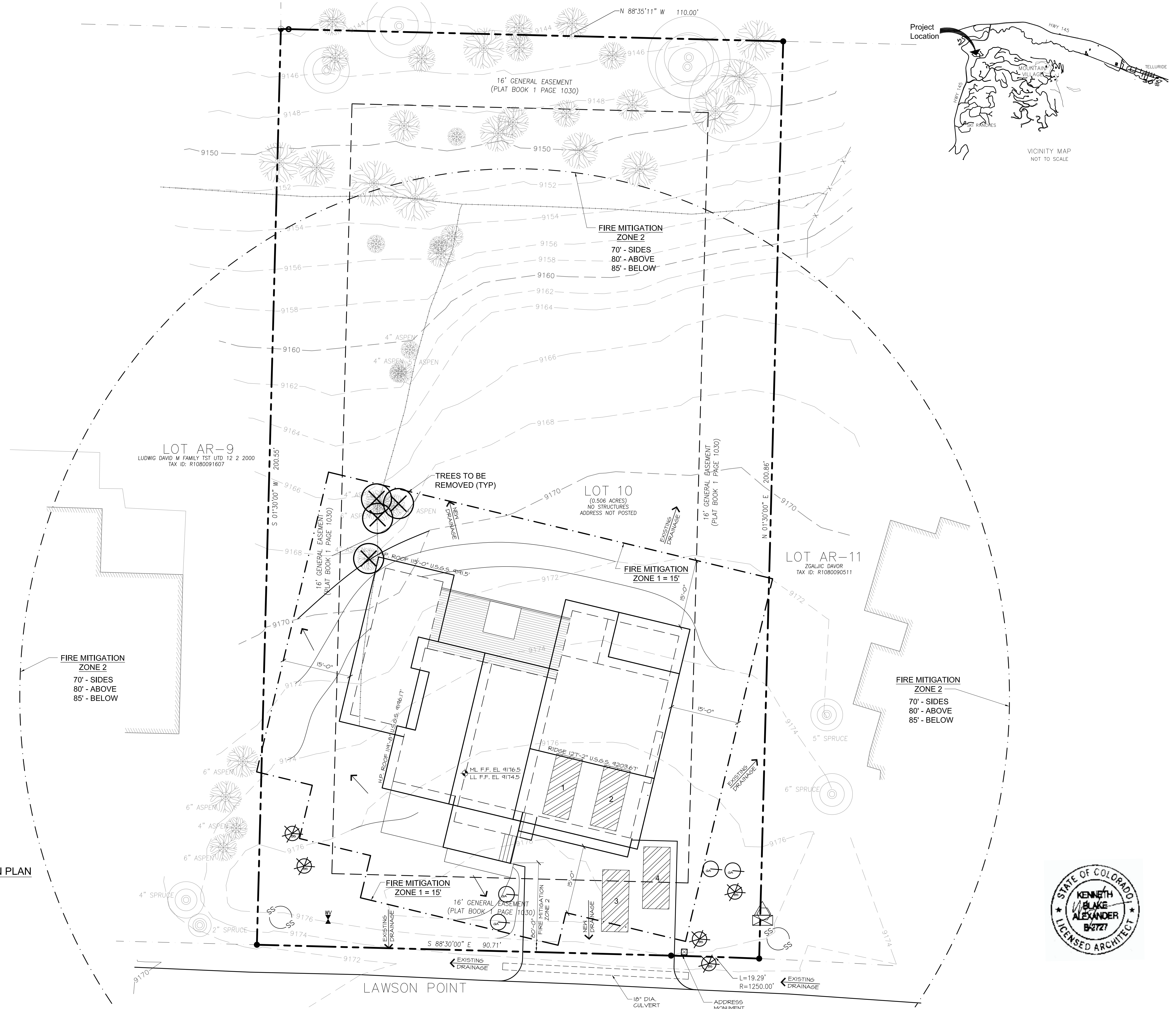


**SITE GRADING/DRAINAGE PLAN**  
SCALE: 1" = 10'  
0 5 10 20

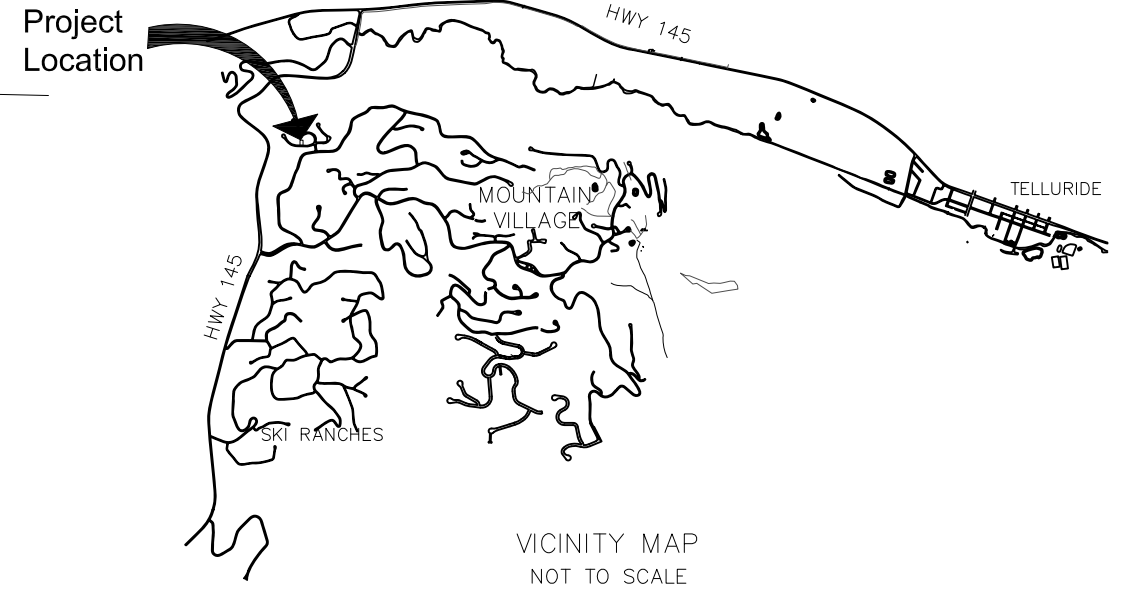


*Bradley D. Nicholson*

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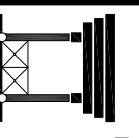
LANDSCAPE/FIRE MITIGATION PLAN  
SCALE: 1" = 10'



REVISIONS:

4-4-21

I-II-22



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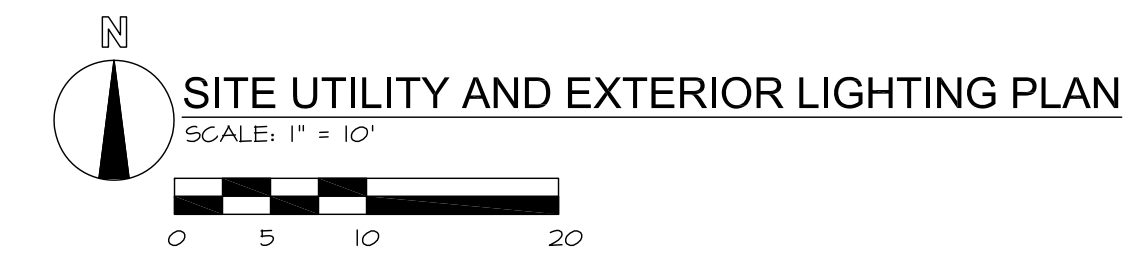
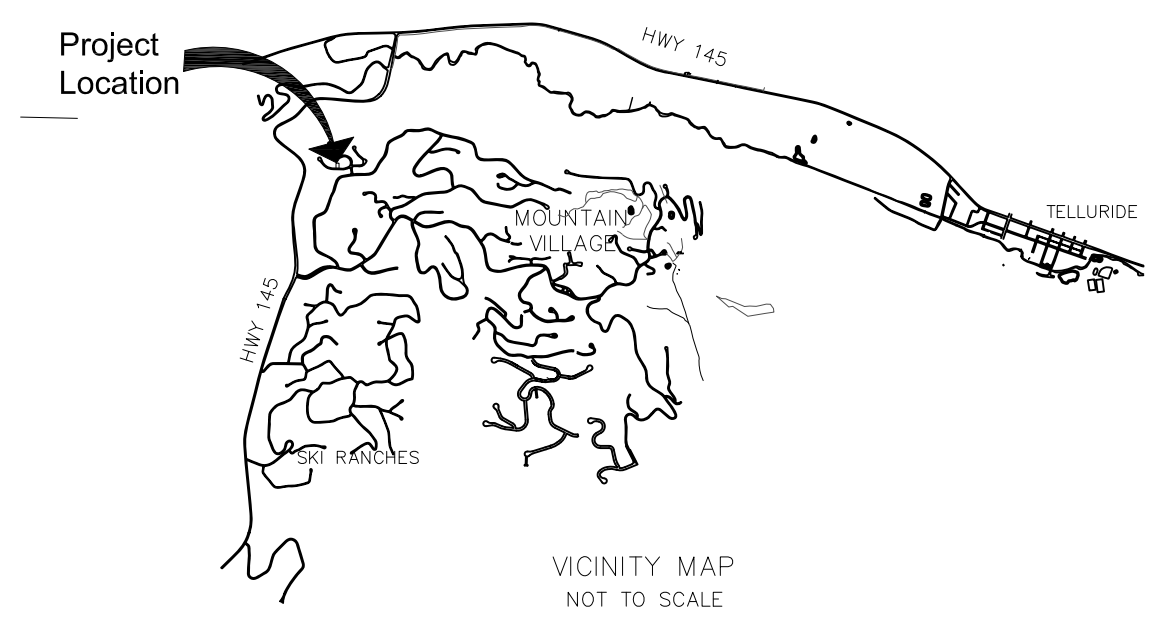
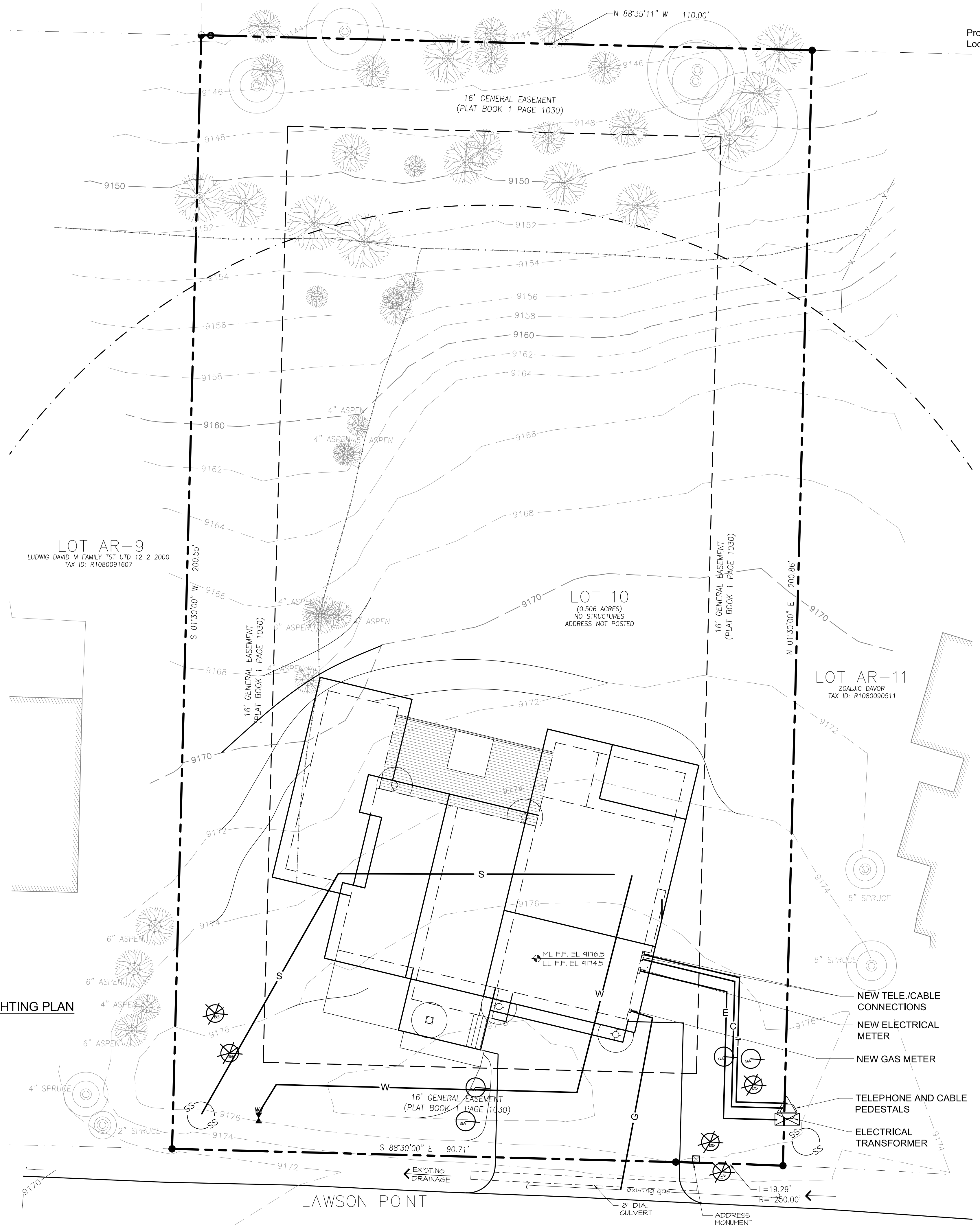
Shumway Residence  
Lot 10, 118 Lawson Point, Mountain Village  
San Miguel County, Colorado

DATE:  
2.15.21

SHEET

A1.2  
Lot 10

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**EXTERIOR LIGHTING CUT SHEET**

LEGEND	
	SCONCE INCANDESCENT (+1' ABOVE GRADE)
	NIGHT SKY DOWNLIGHTS (+1' ABOVE DECK)
	LED CAN 4" 40W

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REVISIONS:  
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1-11-22

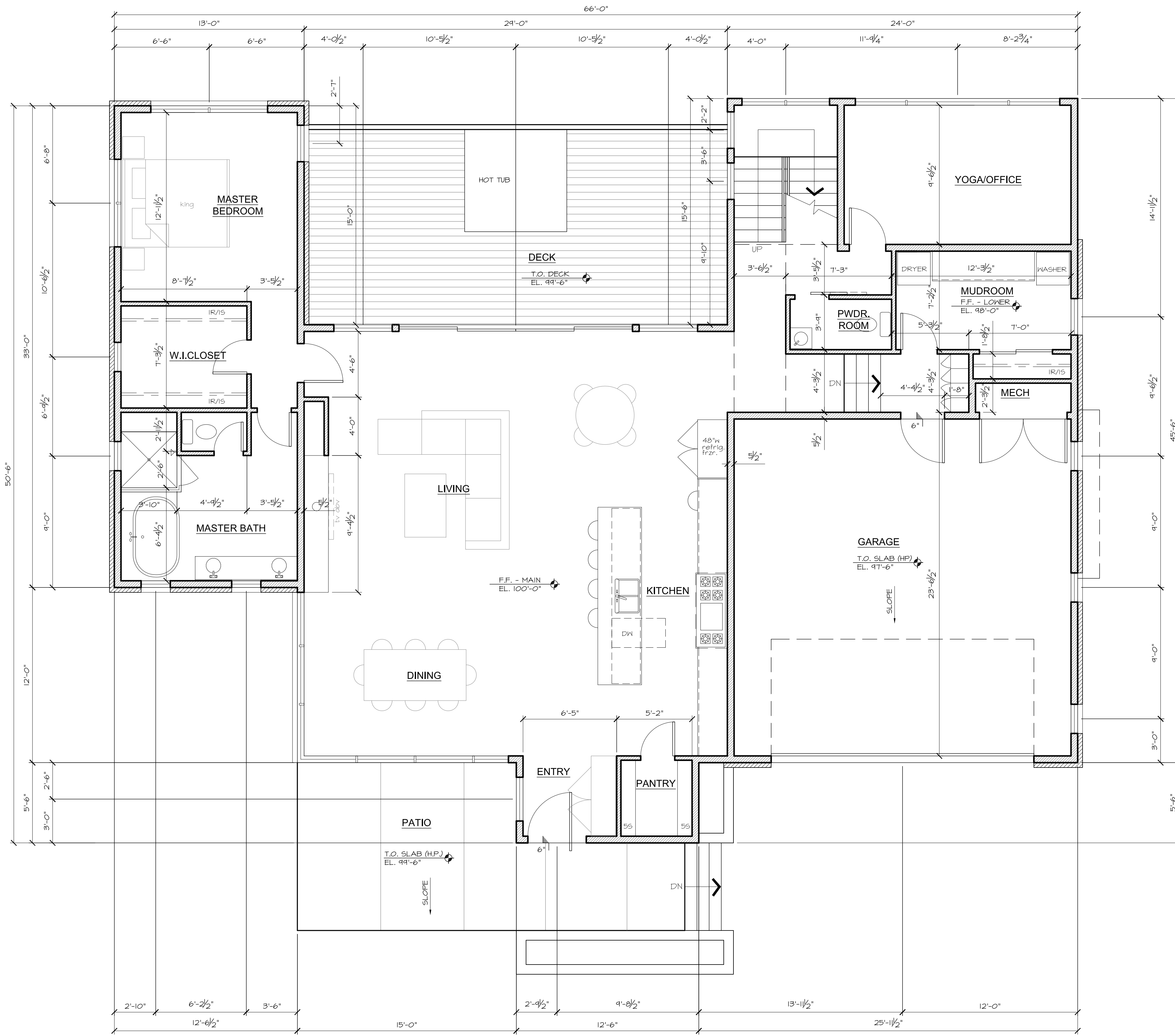
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San Miguel County, Colorado

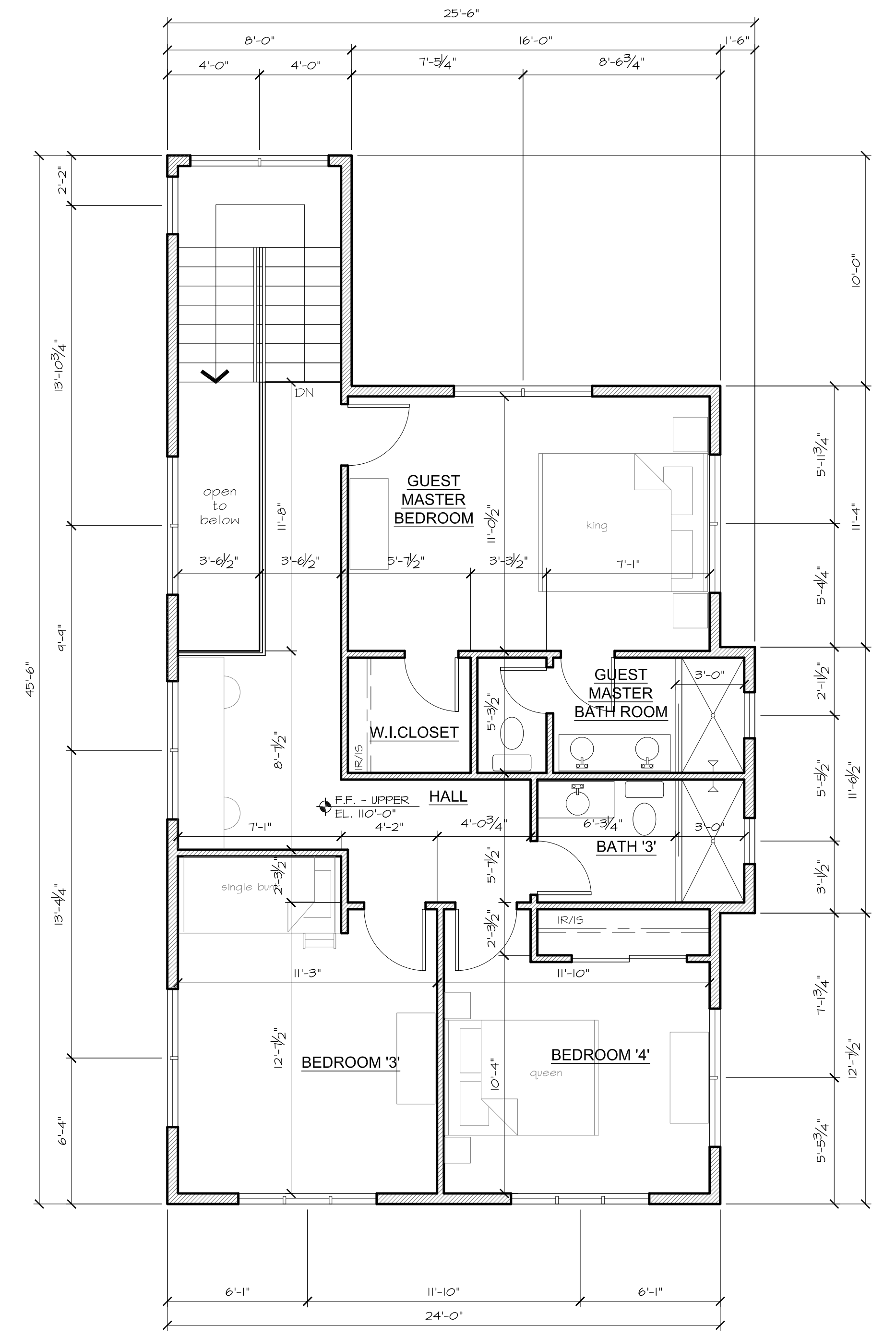
DATE:  
2.15.21

SHEET  
A1.3  
Lot 10



**SQ. FOOTAGE CALCULATIONS**

MAIN LEVEL (EXCLUDING GARAGE)	1,845 s.f.
GARAGE/MECHANICAL	542 s.f.
UPPER LEVEL	823 s.f.
<b>TOTAL LIVING SPACE</b>	<b>2,668 s.f.</b>
<b>TOTAL STRUCTURE</b>	<b>3,260 s.f.</b>



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**REVISIONS:**

2-26-21
3-14-21
4-14-21
6-1-21
6-22-21
7-1-21
10-26-21
1-18-22
2-3-22
2-22

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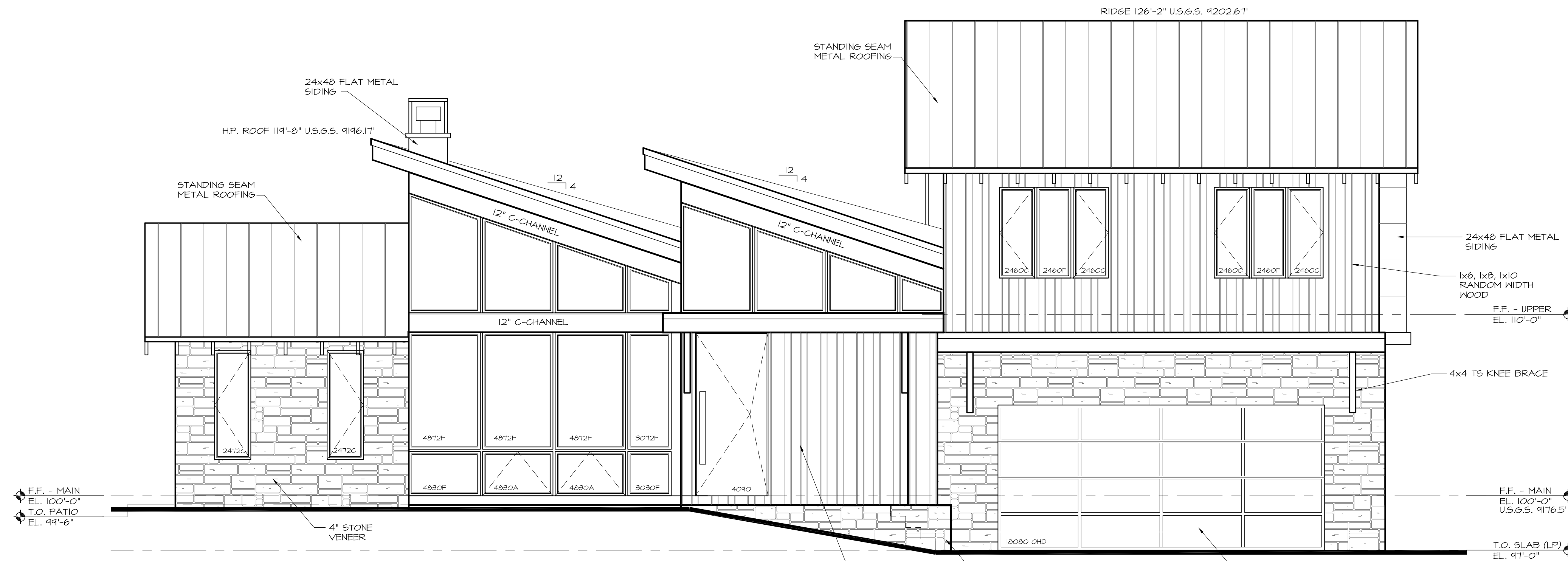
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970-708-1076

Shumway Residence  
Lot 10, 118 Lawson Point, Mountain Village  
San Miguel County, Colorado

DATE:  
2.15.21

SHEET  
**A2.1**  
Lot 10





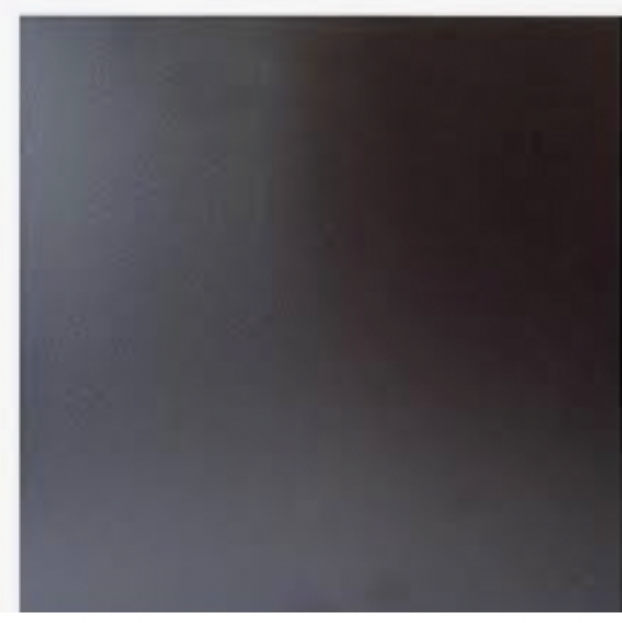
**SOUTH ELEVATION**  
SCALE: 1/4" = 1'-0"



Stone Veneer



Vertical Wood Siding

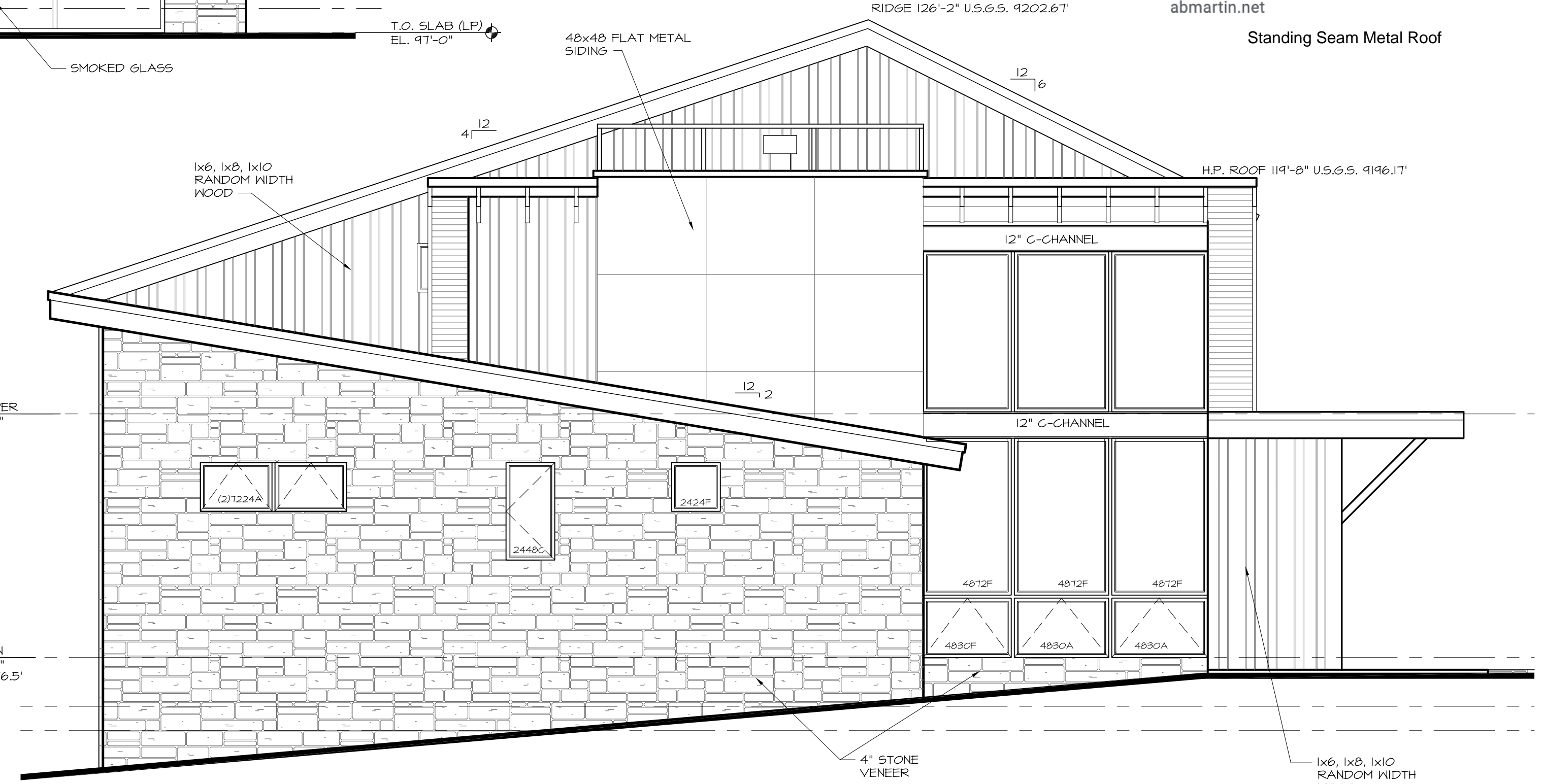


Steel - Black - Sheet Metal - Me...



House with Textured Black ABSeam Roof...  
abmartin.net

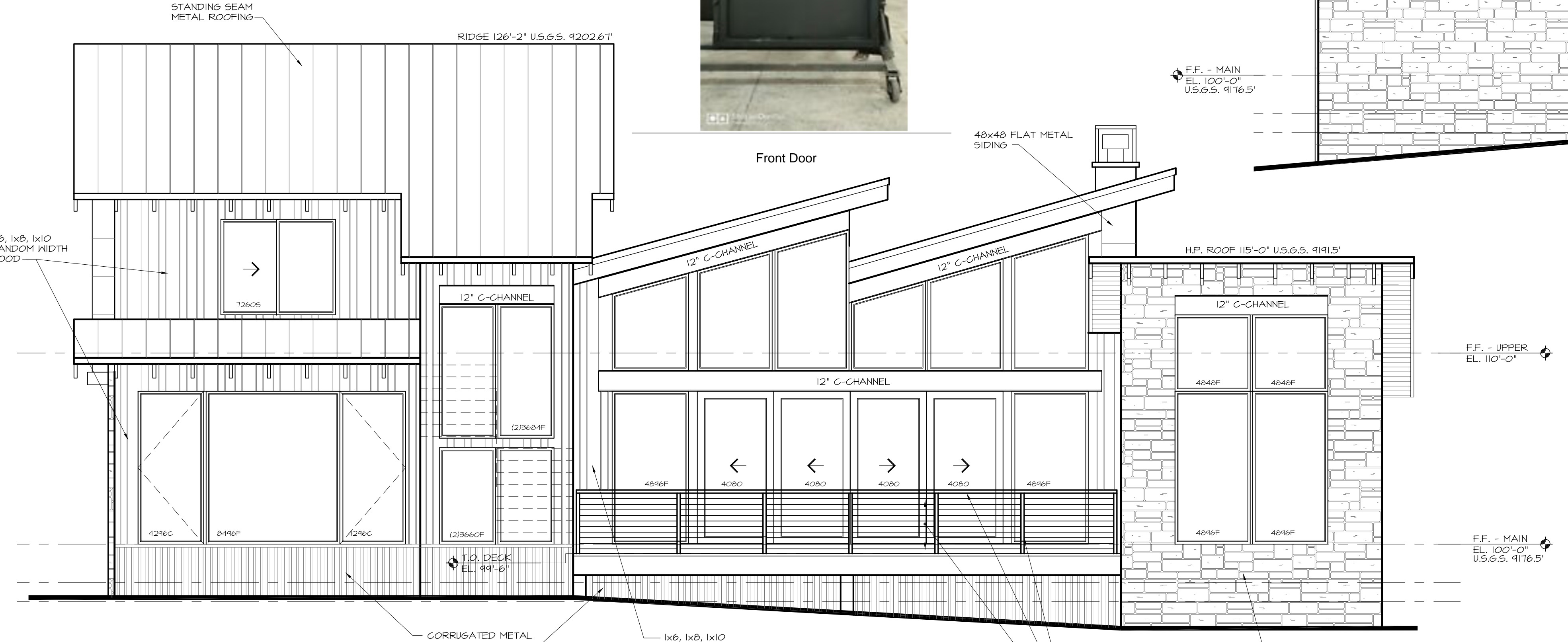
Standing Seam Metal Roof



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



Front Door



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



REVISIONS:

4-4-21
6-1-21
6-6-21
7-14-21
1-11-22
3-18-22
4-22-22
5-2-22

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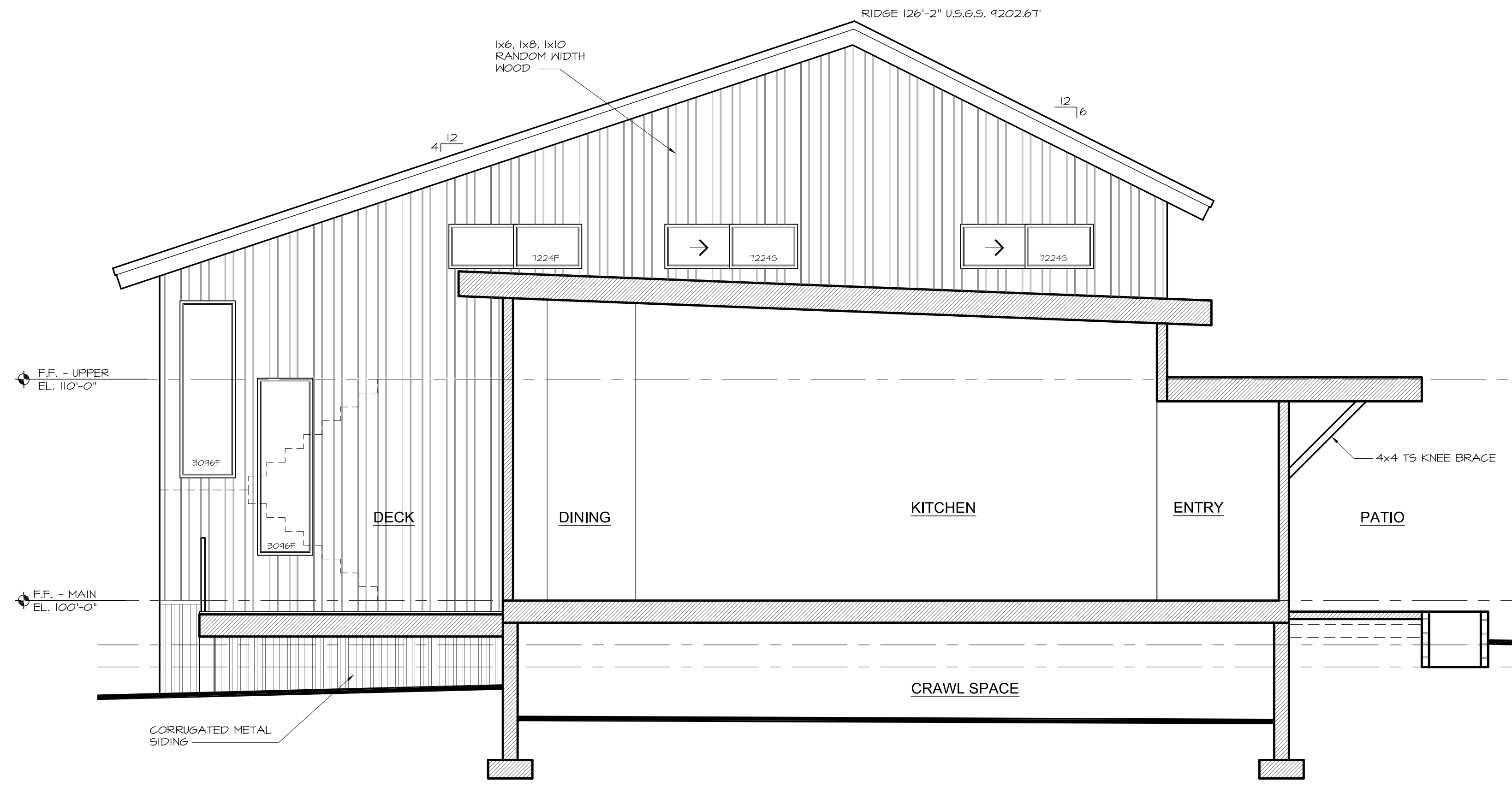
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Lot 10, 118 Lawson Point, Mountain Village  
San Miguel County, Colorado

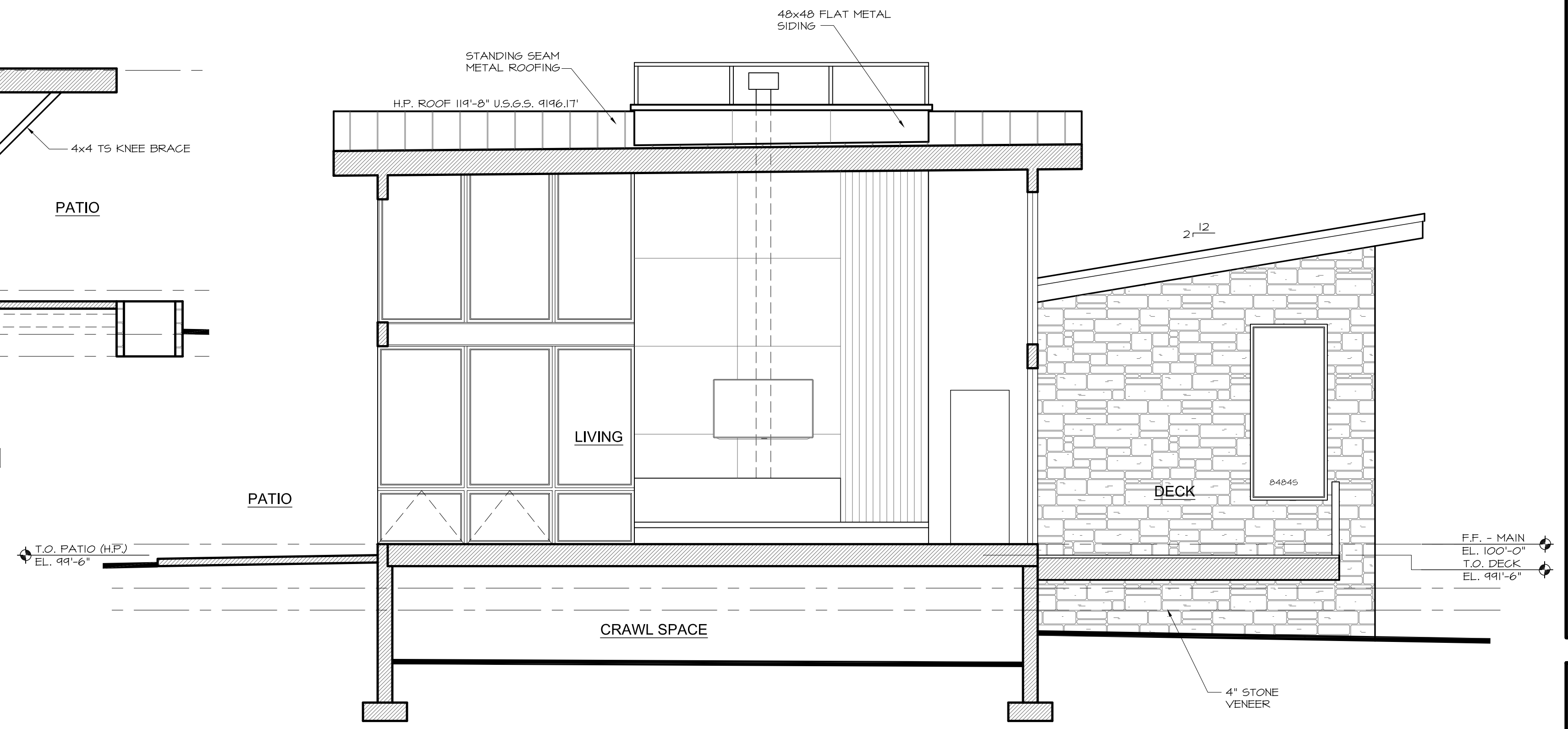
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Lot 10

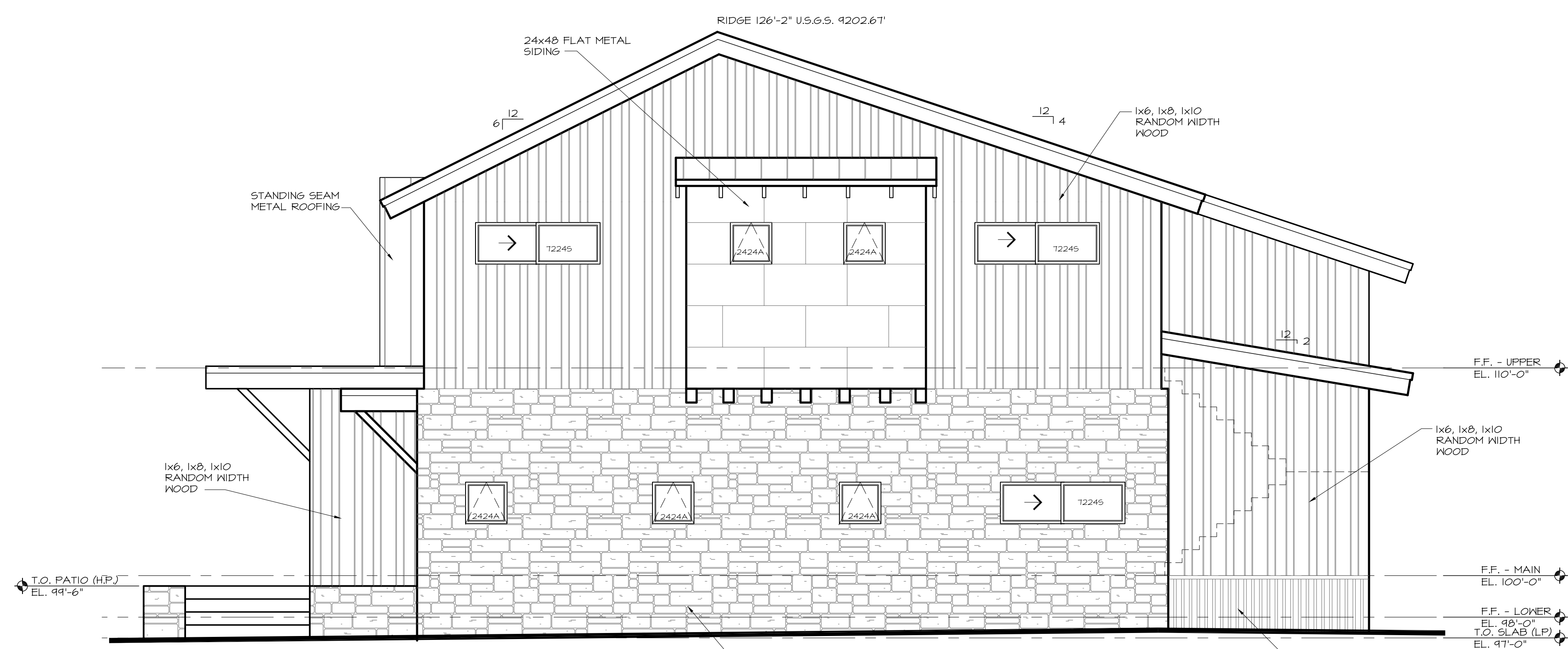
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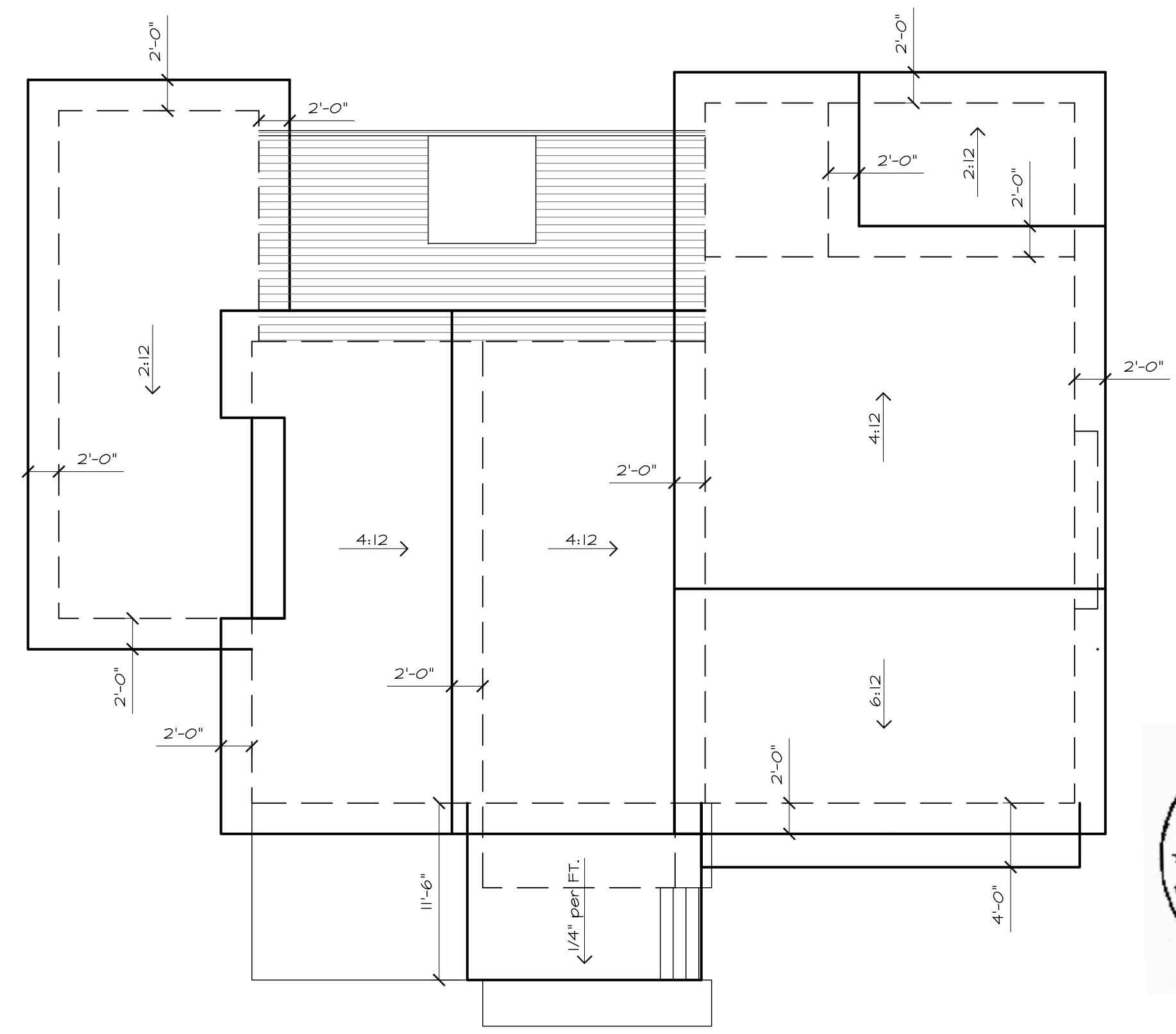
**WEST SECTIONAL ELEVATION**  
SCALE: 1/4" = 1'-0"



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



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



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



REVISIONS:
4-4-21
6-1-21
7-14-21
1-11-22
1-18-22
2-3-22

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Shumway Residence  
Lot 10, 118 Lawson Point, Mountain Village  
San Miguel County, Colorado

DATE:  
2.15.21

SHEET  
**A3.2**  
Lot 10

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REVISIONS:

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7-14-21
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1-18-22
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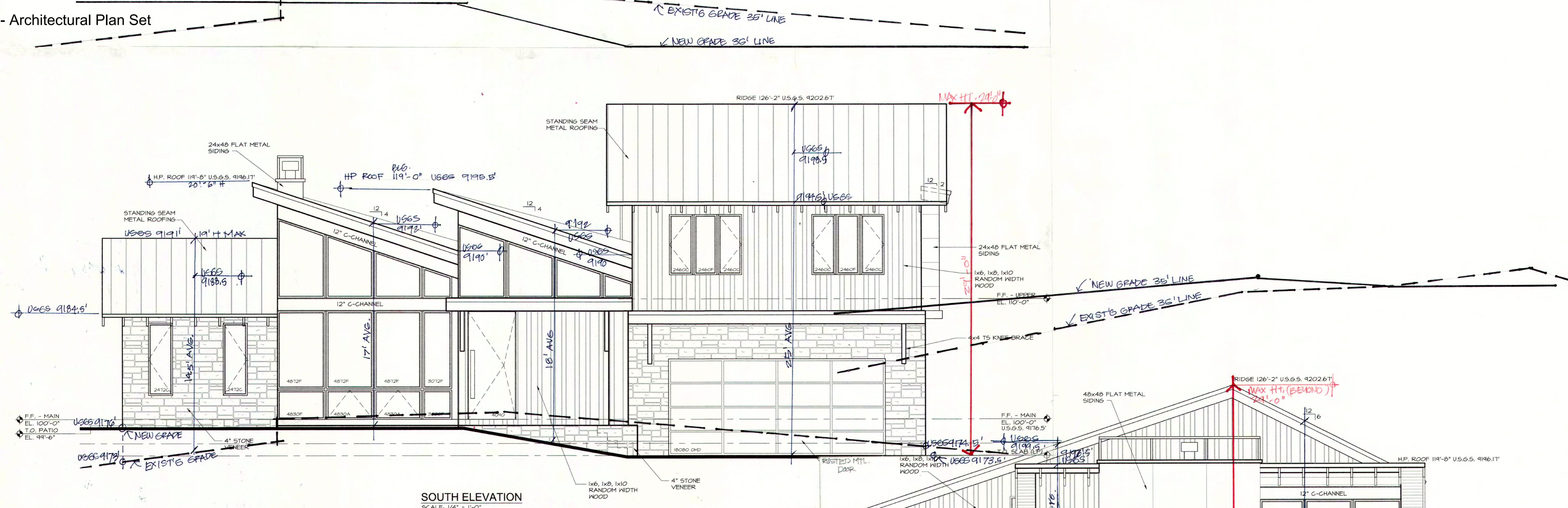
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COLLABORATIVE

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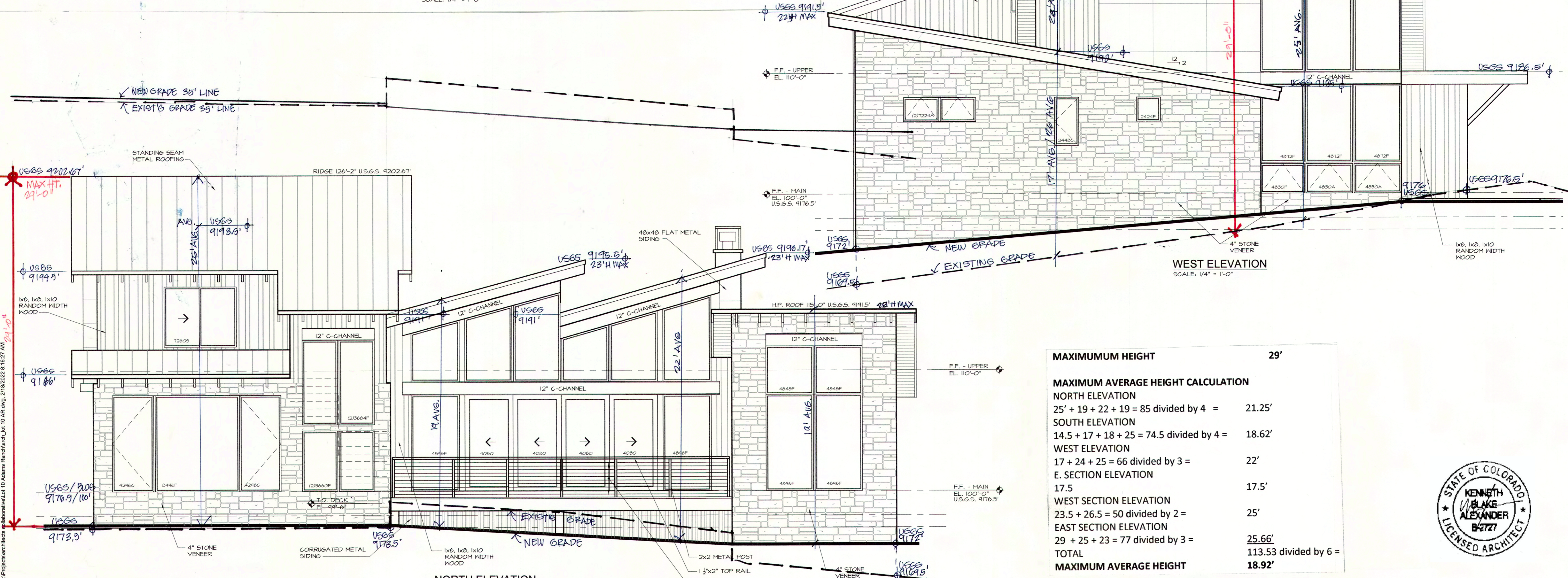
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970-708-1076

Shumway Residence  
Lot 10, 118 Lawson Point, Mountain Village  
San Miguel County, Colorado

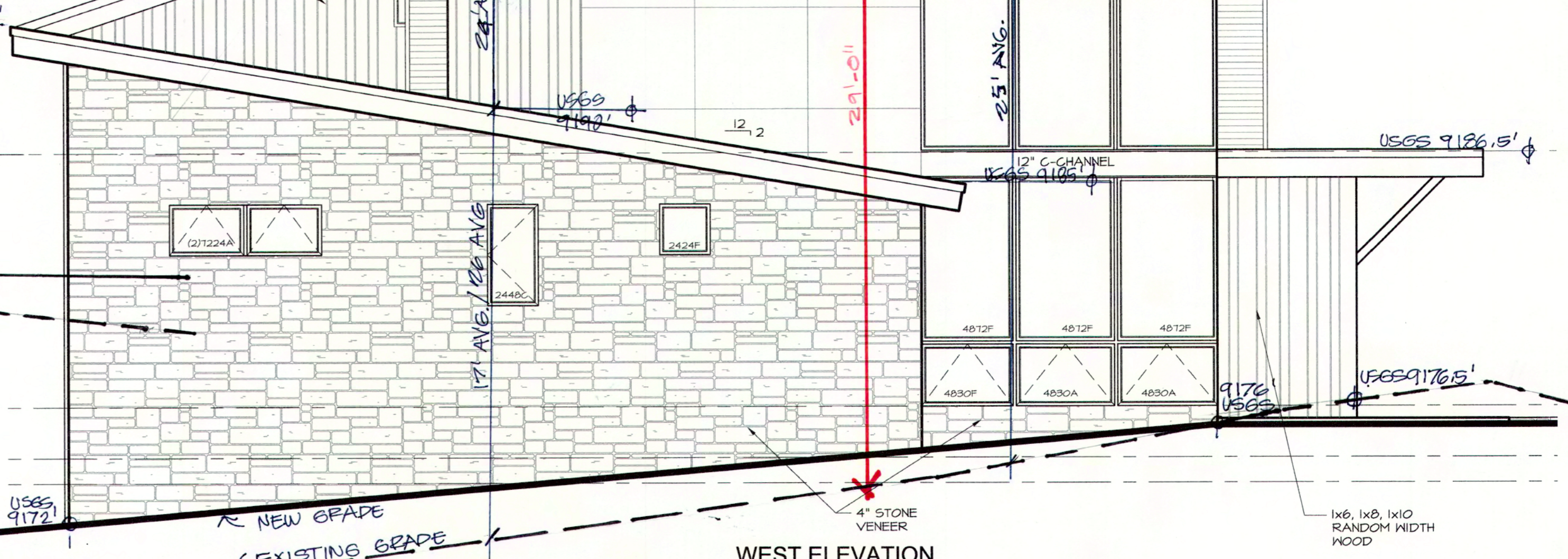
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Lot 10



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



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



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

MAXIMUM HEIGHT	29'
<b>MAXIMUM AVERAGE HEIGHT CALCULATION</b>	
NORTH ELEVATION	
25' + 19 + 22 + 19 = 85 divided by 4 =	21.25'
SOUTH ELEVATION	
14.5 + 17 + 18 + 25 = 74.5 divided by 4 =	18.62'
WEST ELEVATION	
17 + 24 + 25 = 66 divided by 3 =	22'
E. SECTION ELEVATION	
17.5	
WEST SECTION ELEVATION	
23.5 + 26.5 = 50 divided by 2 =	25'
EAST SECTION ELEVATION	
29 + 25 + 23 = 77 divided by 3 =	25.66'
TOTAL	113.53 divided by 6 =
<b>MAXIMUM AVERAGE HEIGHT</b>	<b>18.92'</b>



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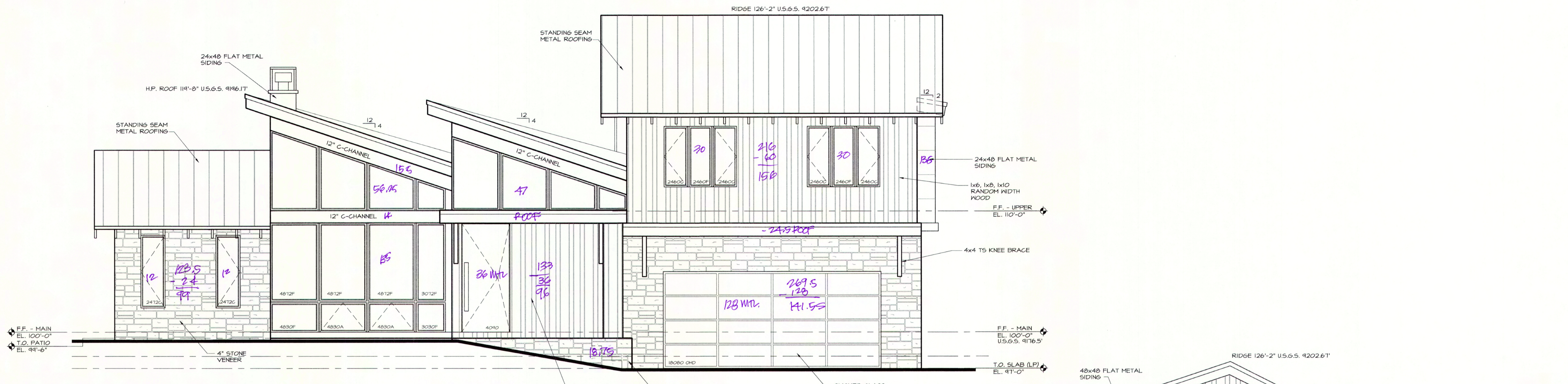
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 6-1-21  
 6-8-21  
 7-14-21  
 1-14-22  
 1-18-22  
 2-18-22

ARCHITECTS  
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 970-708-1076

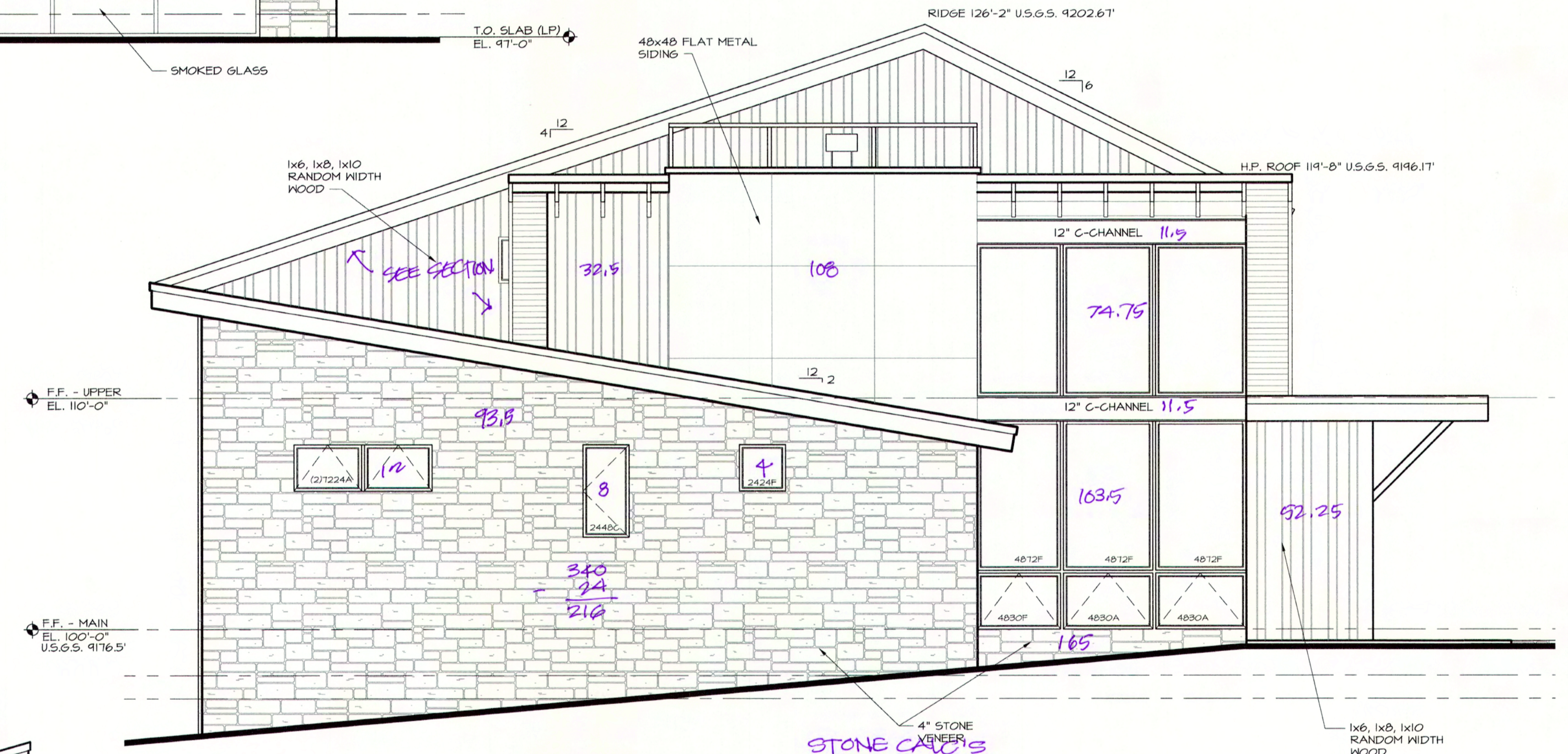
Shumway Residence  
 Lot 10, 118 Lawson Point, Mountain Village  
 San Miguel County, Colorado

A3.1S  
 Lot 10



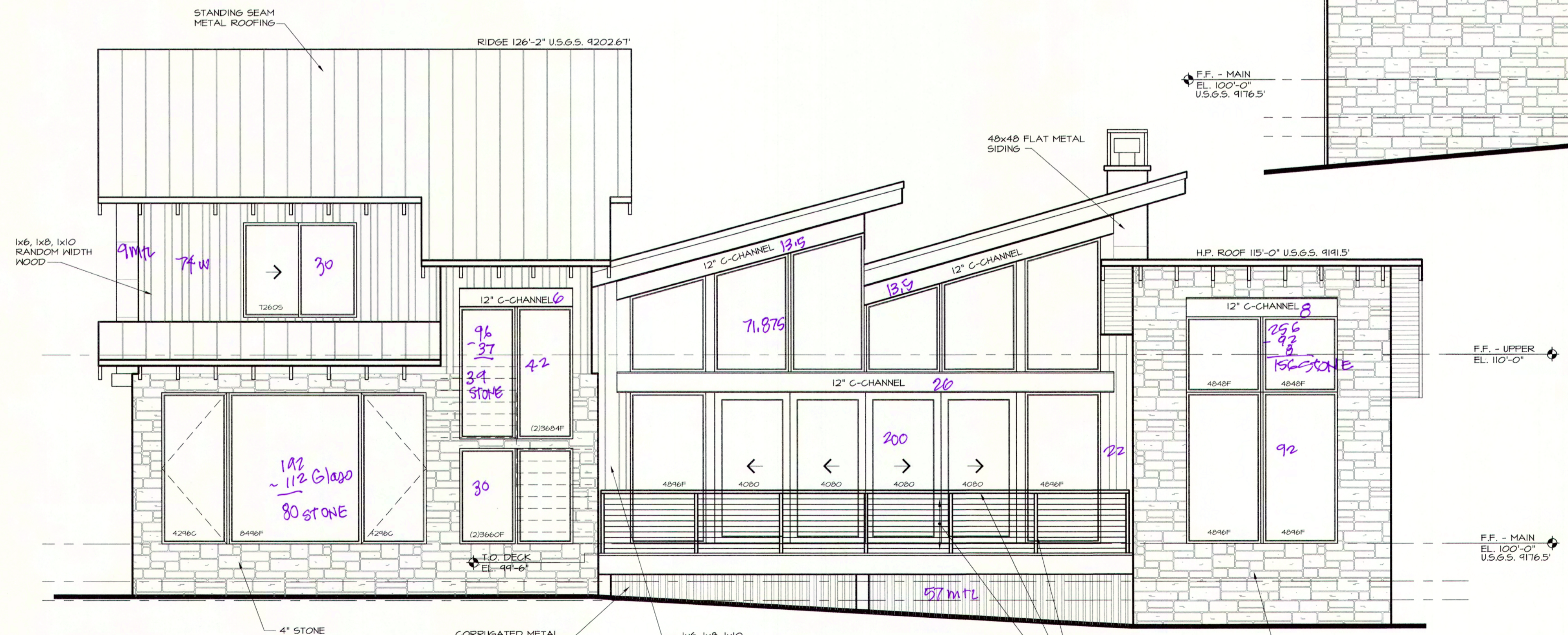
**STONE CALC'S SOUTH ELEVATION**  
 SCALE: 1/4" = 1'-0"

SOUTH ELEVATION		
STONE	99.5 + 18.75 + 141.5 =	260 SF
WOOD	97 + 156 =	253 SF
GLASS	24 + 135 + 56.25 + 47 + 60 =	322 SF
METAL	15.5 = 14 + 15 + 14.5 + 36 + 128 =	222 SF



**STONE CALC'S WEST ELEVATION**  
 SCALE: 1/4" = 1'-0"

WEST ELEVATION		
STONE	42.5 + 316 + 16.5 =	375 SF
WOOD	32.5 + 52.5 =	85 SF
GLASS	103.5 + 74.75 + 24 =	202 SF
METAL	23 + 108 + 16 =	147 SF
TOTAL		809 SF



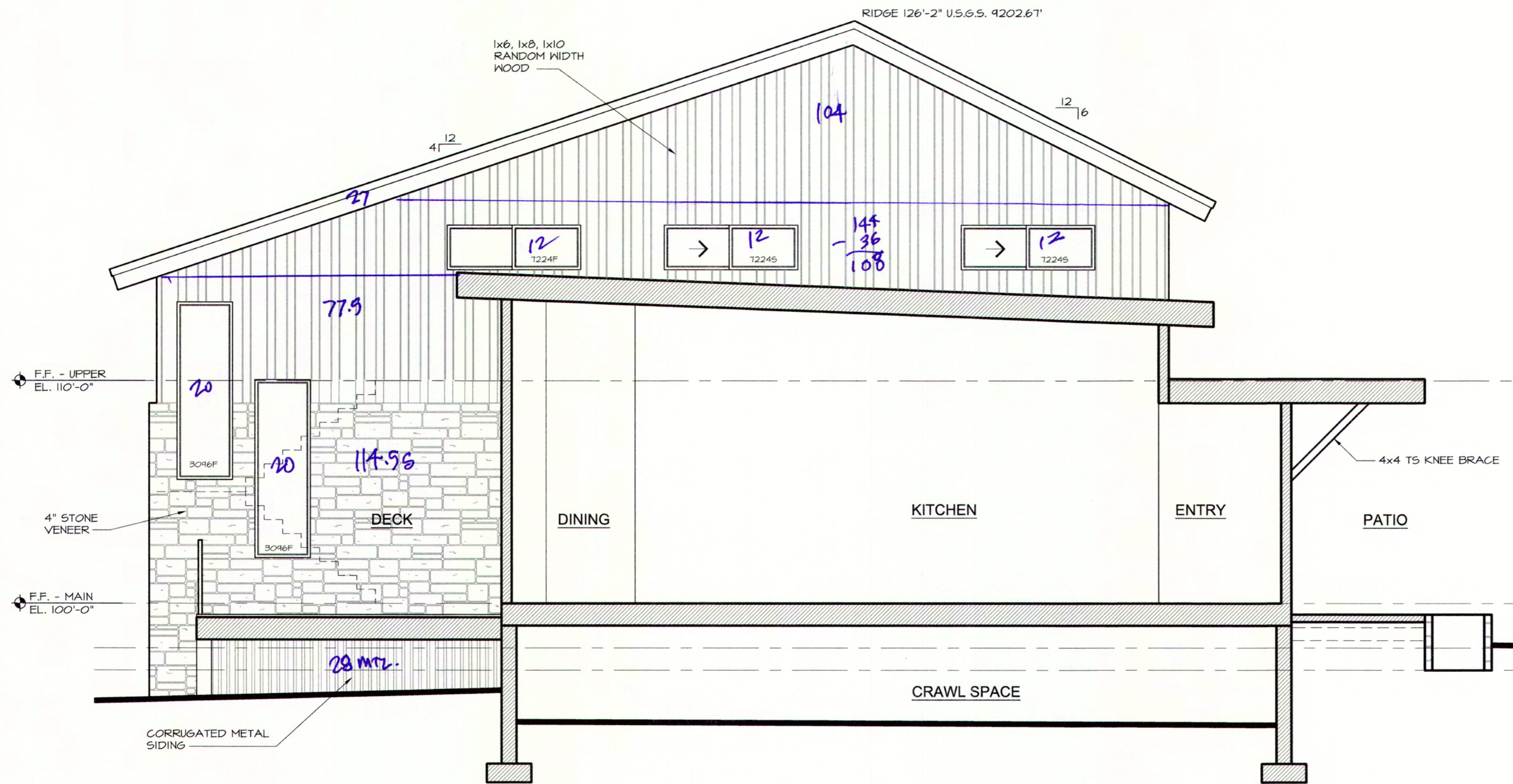
**STONE CALC'S NORTH ELEVATION**  
 SCALE: 1/4" = 1'-0"

NORTH ELEVATION		
STONE	156 + 80 + 39 =	275 SF
WOOD	50 + 74 + 23 =	147 SF
GLASS	30 + 112 + 72 + 72 + 65 + 200 + 92 =	643 SF
TOTAL		1189 SF

MATERIAL	NORTH	SOUTH	EAST	WEST	W.SECTION	E.SECTION	TOTAL
STONE	275	260	517.25	375	122.5	218	1767.75
WOOD	147	253	427.75	85	316.5		1229.25
GLASS	643	322	54	202	76	28	1325
METAL	124	222	95.5	147	28		716.5
TOTAL	1189	1057	1094.75	809	543	246	5038.5

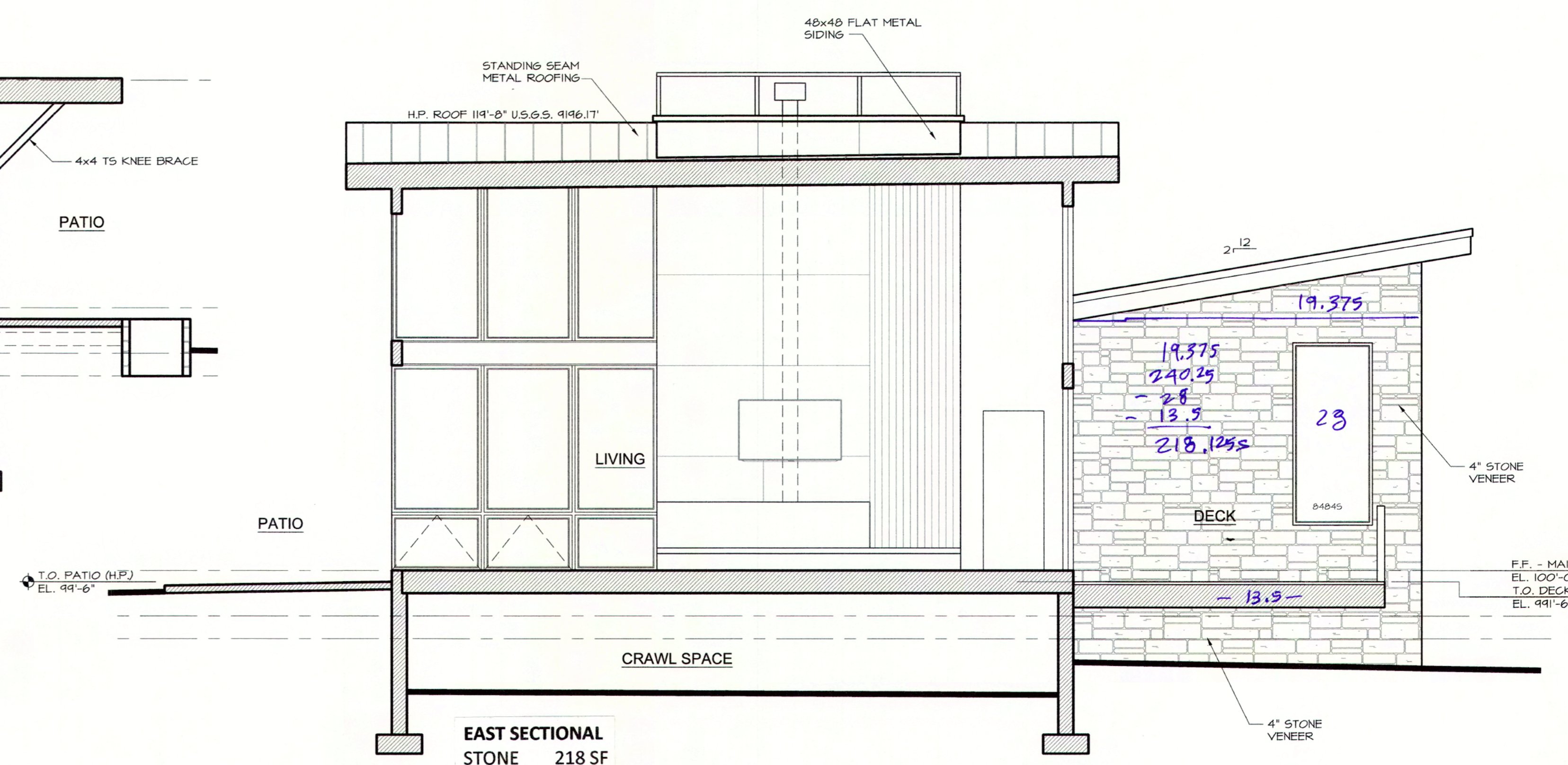


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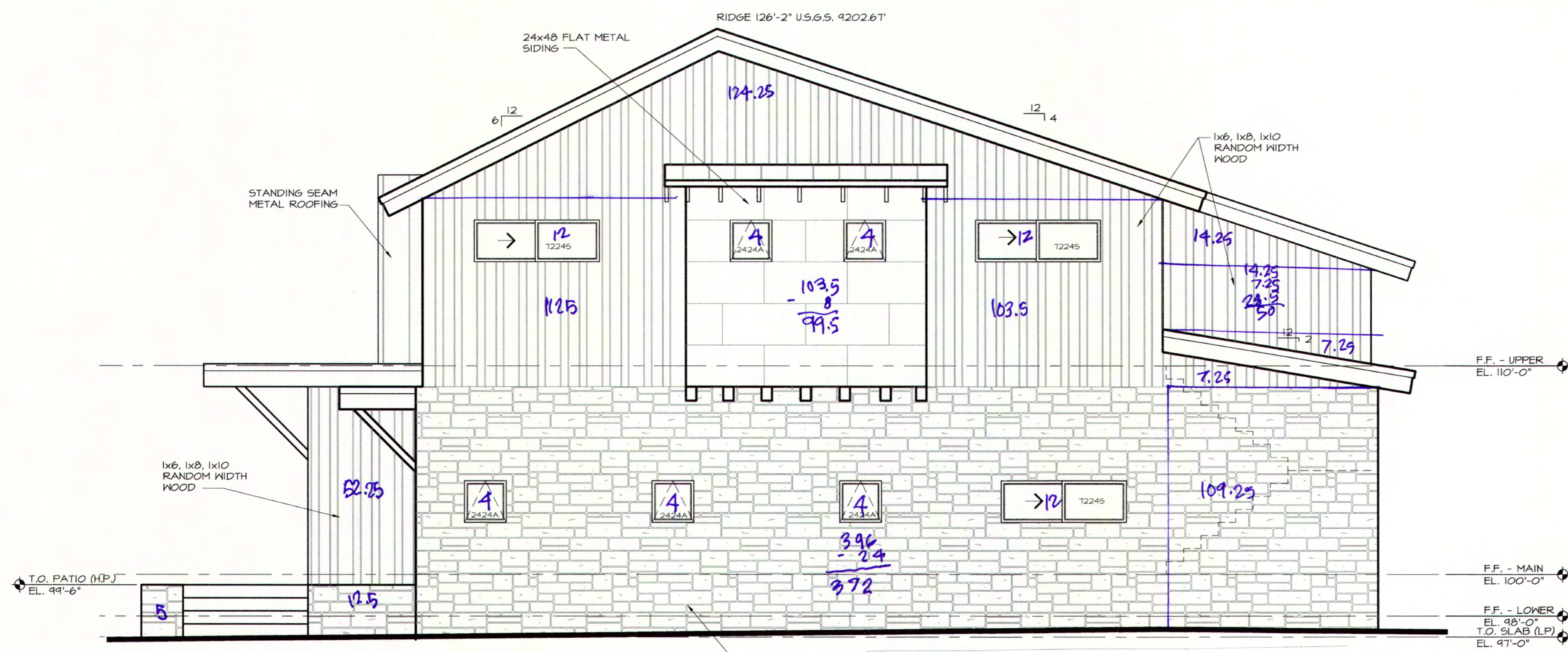
**WEST SECTIONAL ELEVATION**  
SCALE: 1/4" = 1'-0"

WEST SECTIONAL		
STONE	114.5 + 8 =	122.5 SF
WOOD	77.5 + 27 + 108 + 104 SF	316.5 SF
GLASS	20 + 20 + 36 =	76 SF
METAL	28	28 SF
<b>TOTAL</b>		<b>543 SF</b>



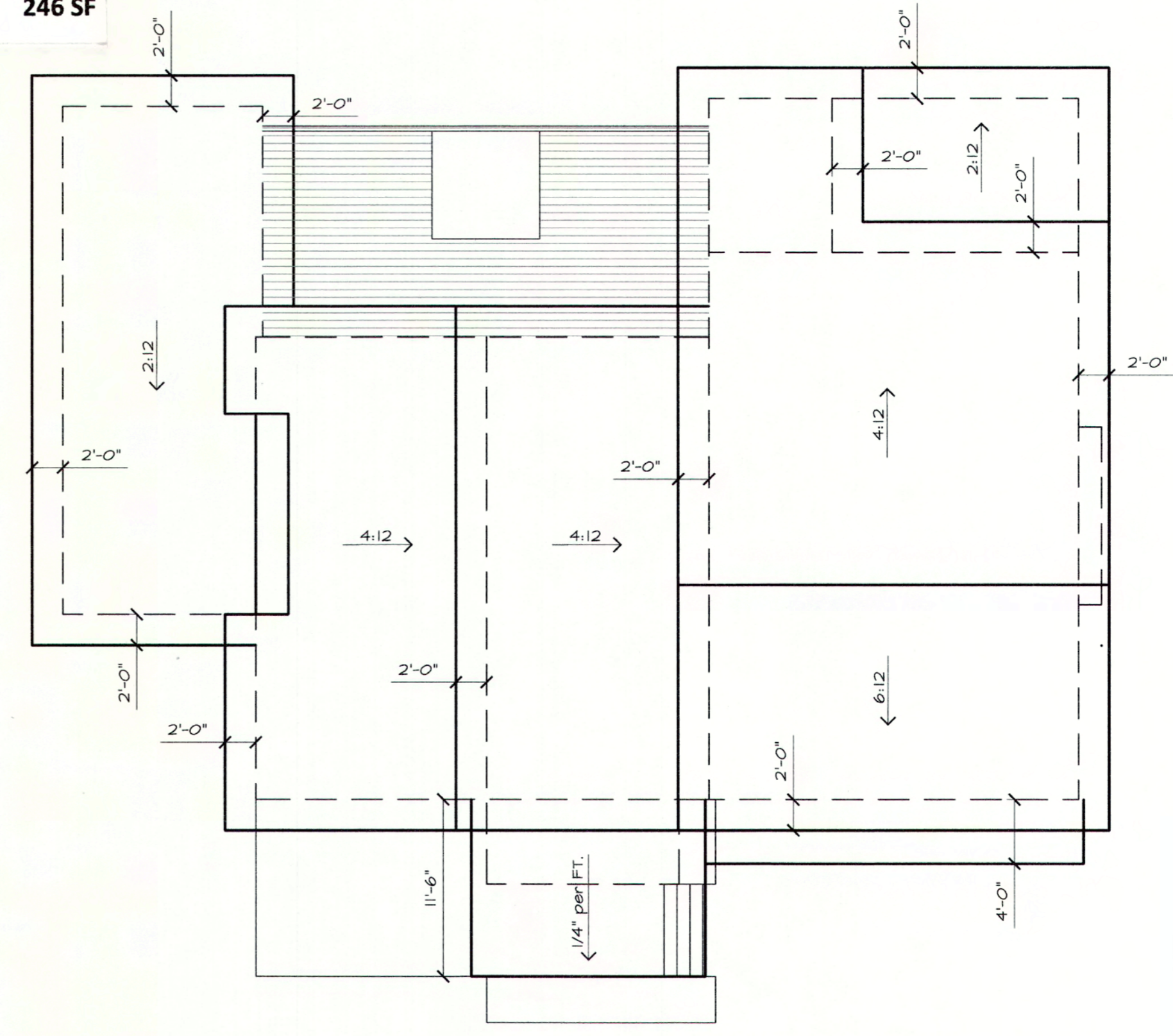
**EAST SECTIONAL ELEVATION**  
SCALE: 1/4" = 1'-0"

STONE	218 SF
WOOD	218 SF
GLASS	28 SF
METAL	28 SF
<b>TOTAL</b>	<b>246 SF</b>



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

STONE	18 + 372 + 12.5 + 5 + 109.75 =	517.25 SF
WOOD	9.24 + 124.25 + 192 + 52.25 =	427.75 SF
GLASS	8 + 48 =	54 SF
METAL	95.5	95.5 SF
<b>TOTAL</b>		<b>1094.75 SF</b>



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

REVISIONS:

4-4-21
6-1-21
6-6-21
7-14-21
1-11-22
1-16-22
2-9-22
2-16-22

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San Miguel County, Colorado

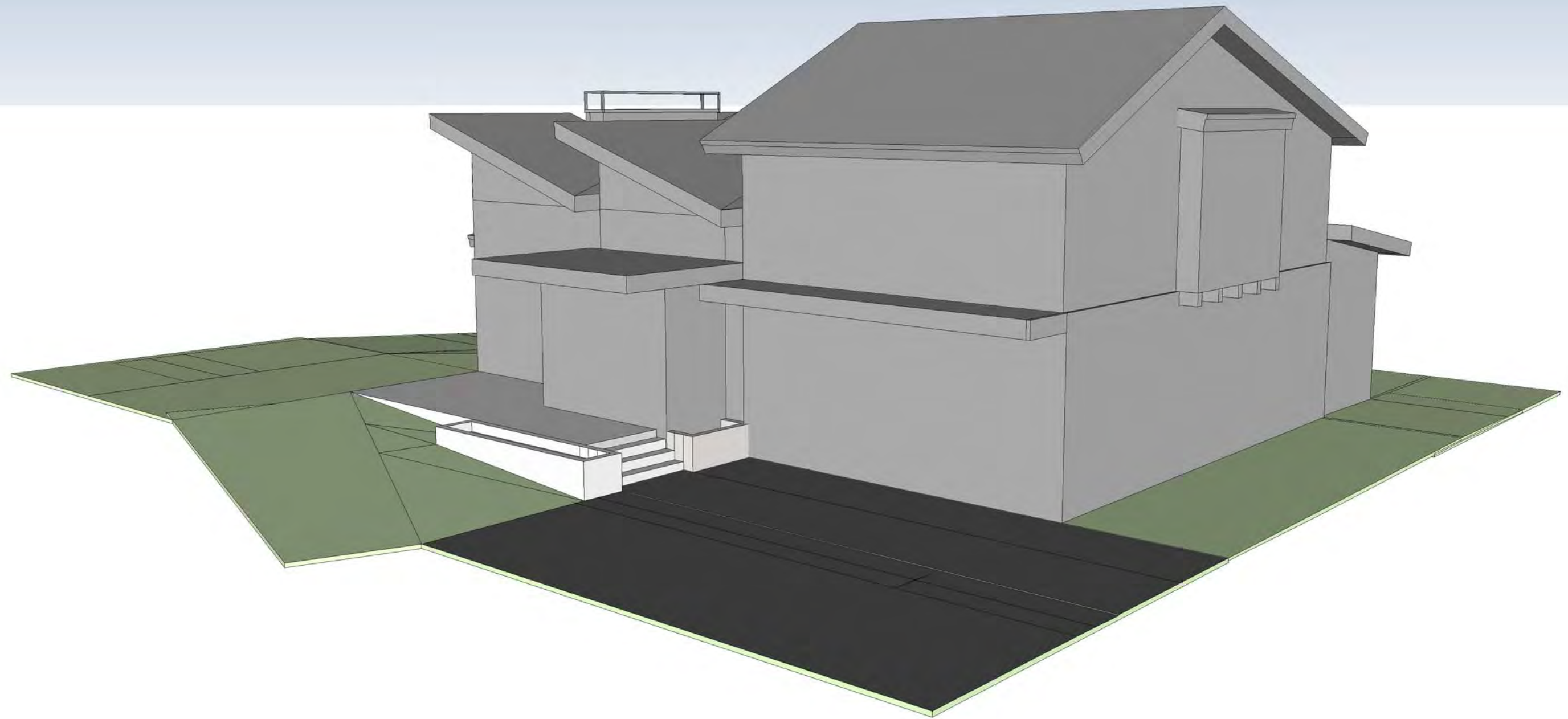


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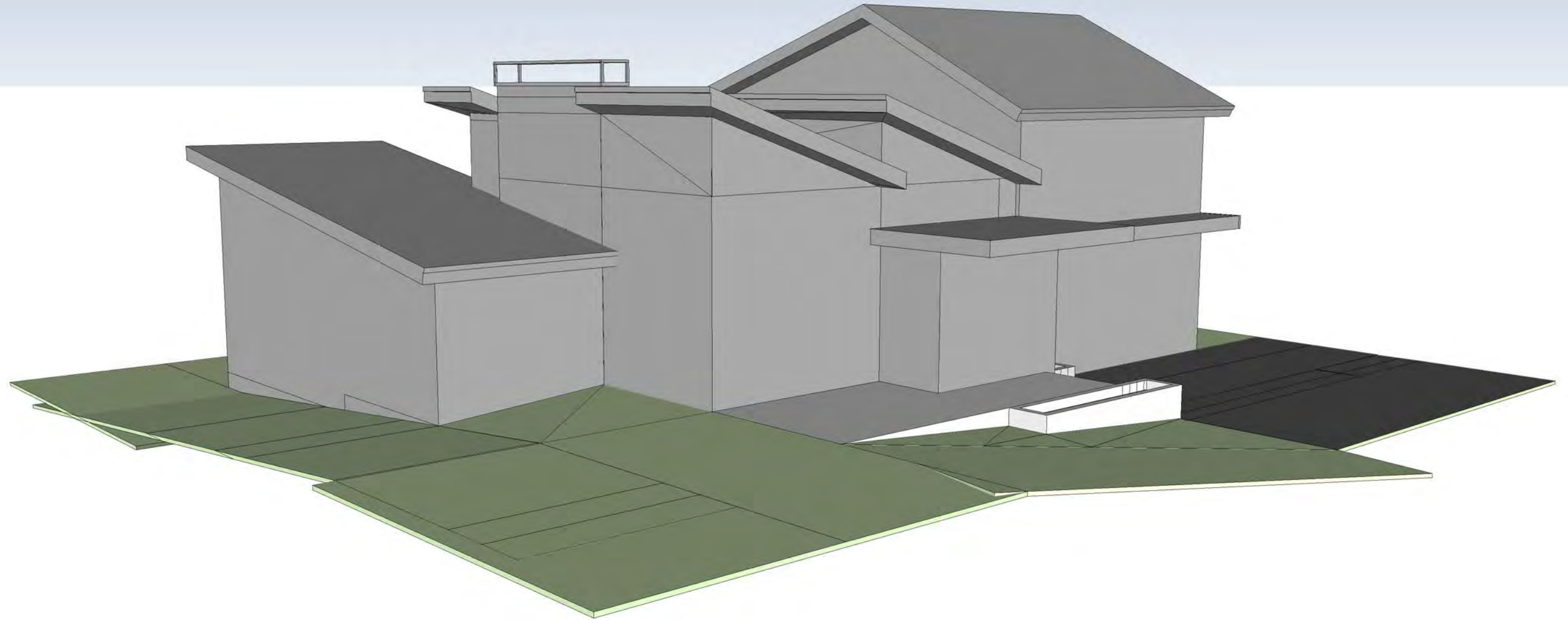
SHEET  
A3.25  
Lot 10

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# Exhibit A - Architectural Plan Set

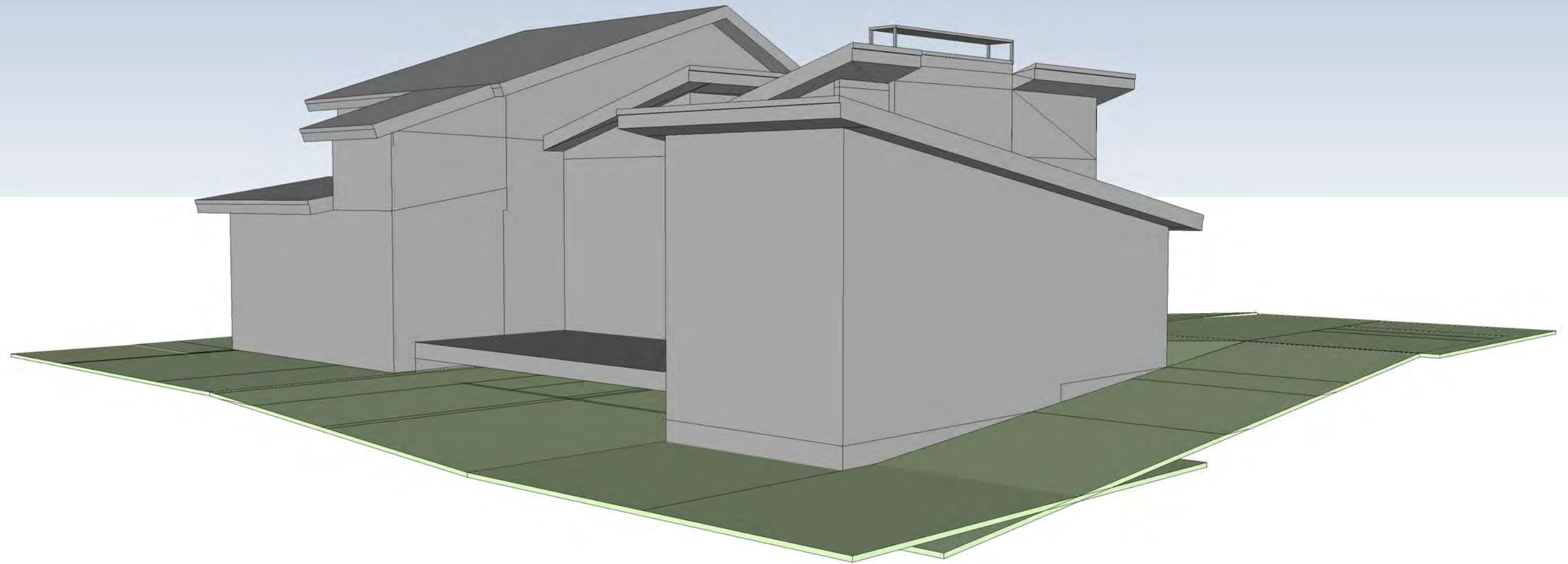


# Exhibit A - Architectural Plan Set

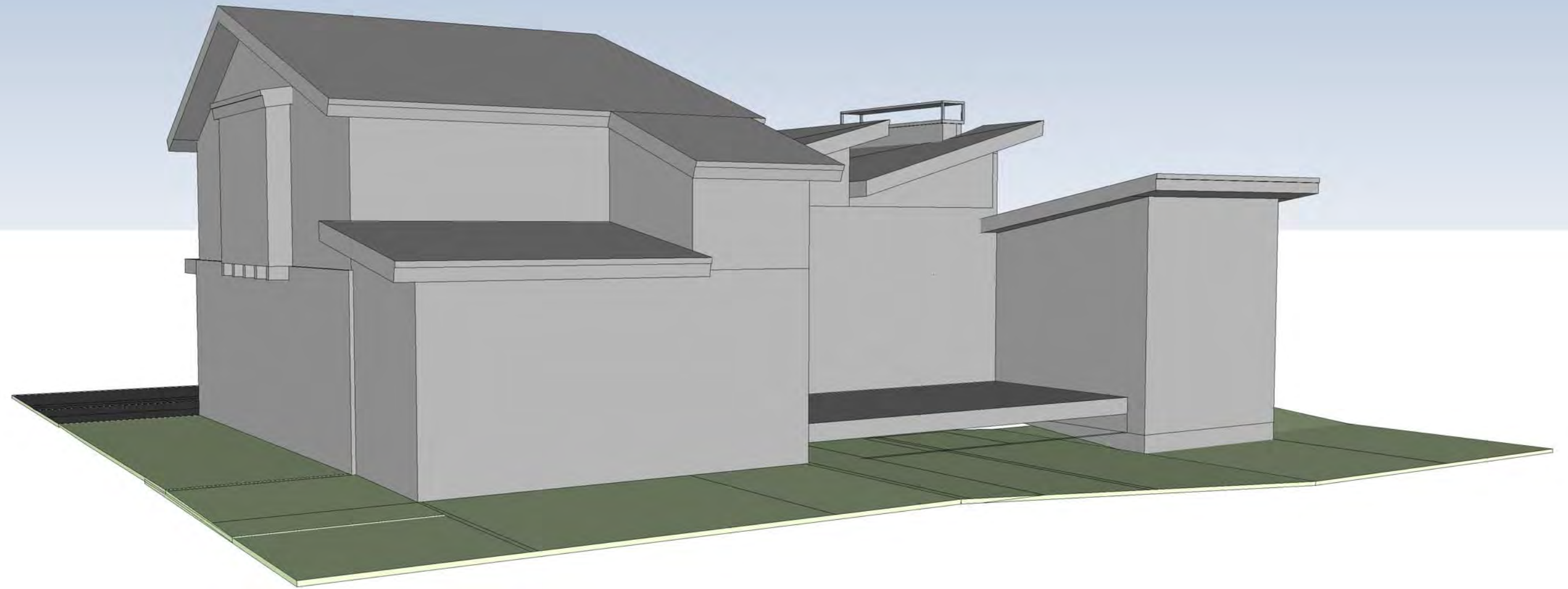




# Exhibit A - Architectural Plan Set



# Exhibit A - Architectural Plan Set



## DEVELOPMENT NARRATIVE

### LOT AR-10

118 Lawson Point

This submittal is for a single family MOUNTAIN MODERN home of 2668sf with a garage for a total of 3260sf. 4 bedrooms 3 ½ bath's.

The requirements of the Adams Ranch HOA dictate a design style of a gabled main roof with shed roofs as secondary with a minimum of 6:12 on the main roof. This design adheres to that with the front garage 2<sup>nd</sup> story roof at 6:12. Some of the remaining sheds and roofs are lesser pitches.

The adjoining shed roofs over the living area are at 6:12 as well with a double pitch for drainage.

The design is a see through glass central living/ dining/ kitchen area flanked by a black metal fireplace. The master suite is a stone shed building attached to the West and a 2 story building is to the East.

The 2 exterior required spaces in front of the garage are mostly in the general easement and would require a specific DRB approval. The driveway is short only 20' or so and for that reason we are asking for a building address ,(just numbers under the garage sconce), and no address monument.



## EXHIBIT B -DEVELOPMENT REFERRAL FORM

Planning & Development Services  
Planning Division  
455 Mountain Village Blvd. Ste. A  
Mountain Village, CO 81435  
(970) 728-1392

### Referral Agency Comments Lot AR-10

Amy,

I'm not understanding the landscape plan. I think this needs to be flushed out. No issues with utilities or grading.  
Finn

TFPD approves the proposal with the following conditions:

- 1) The structure shall require a monitored NFPA 72 fire alarm system.
- 2) The width of the driveway shall meet the code of 16 feet total width. 12-feet shall be a hard surface with 2-foot shoulders meeting the same compaction required as the hard surface and shall be an all-weather driving surface.
- 3) The address numbers shall be minimum of 4-foot 6-inches from grade to the bottom of the address numbers. Address numbers shall be 6-inches in height, reflective coated or outlined with a reflective coating.
- 4) TFPD recommends the installation of a Knox Box for emergency access.



**TO:** Mountain Village Design Review Board

**FROM:** Design Workshop on behalf of the Town of Mountain Village

**FOR:** Design Review Board Public Hearing; August 4, 2022

**DATE:** August 4, 2022

**RE:** Staff Memo – A) Initial Architecture and Site Review (IASR) Lot 927R2, 125 Sundance Lane pursuant to CDC Section 17.4.11 and B) a Review and Recommendation to the Town Council regarding a height variance pursuant to CDC Section 17.4.16

## APPLICATION OVERVIEW: New Single-Family Home on Lot 927R2

### PROJECT GEOGRAPHY

**Legal Description:** LOT 927R2  
ACC TO REPLAT OF LOT 927R  
REC 12 02 2005 PL BK 1 PG  
3575 THRU 3577 RECEPT  
379914 CONT .931 ACRES BLDG  
COVENANT AGREEMENT JULY  
2005

**Address:** 125 Sundance Lane

**Applicant/Agent:** Kristine Perpar,  
Shift Architects, LLC

**Owner:** BRYAN GREER

**Zoning:** Single-Family

**Existing Use:** Vacant

**Proposed Use:** Single-Family

**Lot Size:** .931 acres

**Adjacent Land Uses:**

- **North:** Single-Family
- **South:** Single-Family
- **East:** Full Use, Ski Resort  
Active Open Space
- **West:** Full Use, Ski Resort  
Active Open Space



*Figure 1: Vicinity Map*

### ATTACHMENTS

Exhibit A: Architectural Plan Set

Exhibit B: Staff/Public Comments

**Case Summary:** Kristine Perpar of Shift Architects LLC is requesting Design Review Board (DRB) approval of an Initial Architectural and Site Review (IASR) Application for a new single-family home on Lot 927R2, 125 Sundance Lane. Lot 927R2 has already been noticed and is being continued from the July 7 DRB and July 21 Town Council meetings. The building is three stories, with each story broken into a separate massing with distinct roof pitches. The highest portions of the upper two levels exceed the allowable maximum height of 35'. The DRB must provide a recommendation to the Town Council regarding a height variance. The applicant is seeking a recommendation be made to Town Council for a height variance of 11.75' over the allowable maximum height of 35'.

The lot is approximately .931 acres and is zoned single-family. The overall square footage of the home is approximately 6,798.29 gross square feet, with 5,566.32 livable square feet, and provides three interior parking spaces within the proposed garage and two exterior parking spaces.

**Applicable CDC Requirement Analysis:** The applicable requirements cited may not be exhaustive or all-inclusive. The applicant is required to follow all requirements even if an applicable section of the CDC is not cited. ***Please note that Staff comments will be indicated by italicized Text.***

*Table 1: Relevant information from CDC Sections 17.3.11-14; 17.5.6 (materials); 17-5.8 (parking)*

<b><u>CDC Provision</u></b>	<b><u>Requirement</u></b>	<b><u>Proposed</u></b>
<b>Maximum Building Height</b>	35' (shed) Maximum	46.58'
<b>Maximum Avg. Building Height</b>	30' (shed) Maximum	25.97'
<b>Maximum Lot Coverage</b>	40% (16,204.32 sq ft)	9.67% (4,188 sq ft)
<b>General Easement Setbacks</b>	No encroachment	No GE encroachment, Road right of way encroachment
<b>Roof Pitch</b>		
Primary		1:12
Secondary		1:12
<b>Exterior Material</b>		
Stone	35% minimum	38%
Wood Siding	n/a	36%
Windows/Door Glazing	40% maximum	23%
Steel Door	n/a	3%
<b>Parking</b>	2 interior/2 exterior	3 interior/ 2 exterior

**Design Review Board Specific Approvals:**

- 1) GE Encroachment – retaining walls
- 2) Road right of way encroachment – insubstantial

**Chapter 17.3: ZONING AND LAND USE REGULATIONS**

**17.3.11 and 17.3.12: Building Height and Building Height Limits**

Sections 17.3.11 and 17.3.12 of the CDC provide the methods for measuring maximum building height and average building height, along with providing the height allowances for specific types of buildings based on their roof form. The proposed design incorporates a combination of shed roof forms. Homes with a primary shed roof form are allowed a

maximum building height of 35 feet. The average height is an average of measurements from a point halfway between the roof ridge and eave. The maximum height is measured from the highest point on a roof directly down to the existing grade or finished grade, whichever is more restrictive.

*Staff: Staff has determined that the primary roof form for this home is a shed and therefore granted a maximum height of 35' and an average maximum height of 30'. The applicant has calculated a maximum height of 46.58' and a max average height of 25.97'. The applicant is meeting the maximum average height requirement but exceeds the allowable maximum height by approximately 11.58'; the applicant is therefore requesting a variance to exceed the maximum building height by 11.75'.*

*Staff wants to highlight that the variance should only be applied for the locations highlighted in red on Figures 2-5 below, and that should any modifications to the building design occur, including future expansion, that the variance would not cover portions of the building that are not highlighted in red below.*

*Town Council will make the ultimate decision on whether this variance is granted, however this issue is before DRB for a recommendation. Figures 1-4 below show the elevation diagrams found in A.2.0 of the Variance Process Application along with red overlays that indicates the area that exceeds the maximum height (outlined in red).*

**Figure 1: Proposed West Elevation**

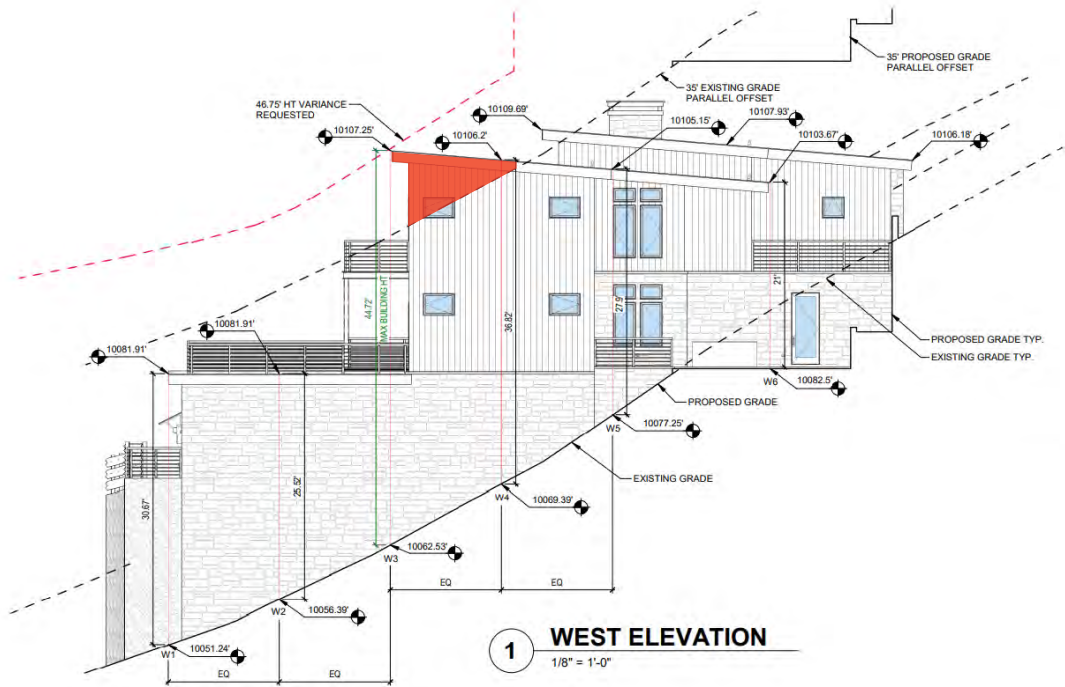


Figure 2: Proposed East Elevation

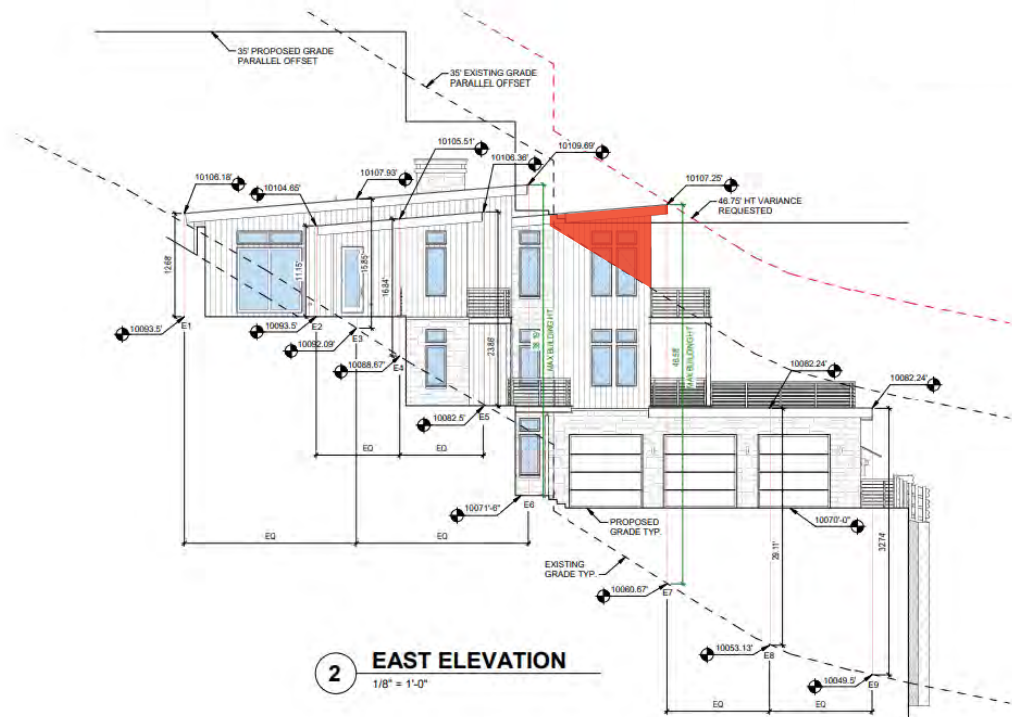


Figure 3: Proposed South Elevation

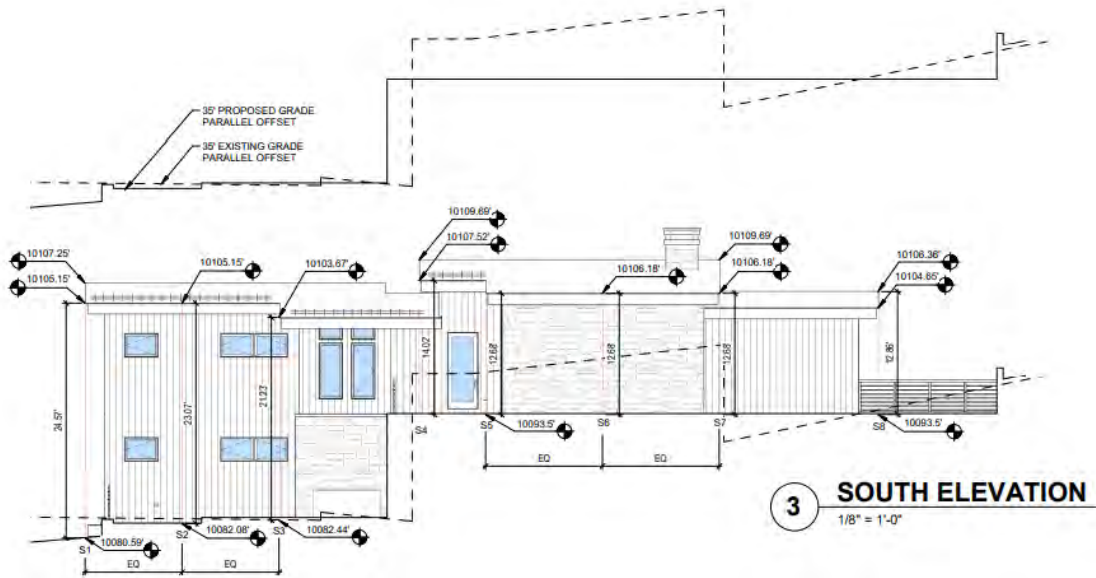




Figure 4: Proposed North Elevation

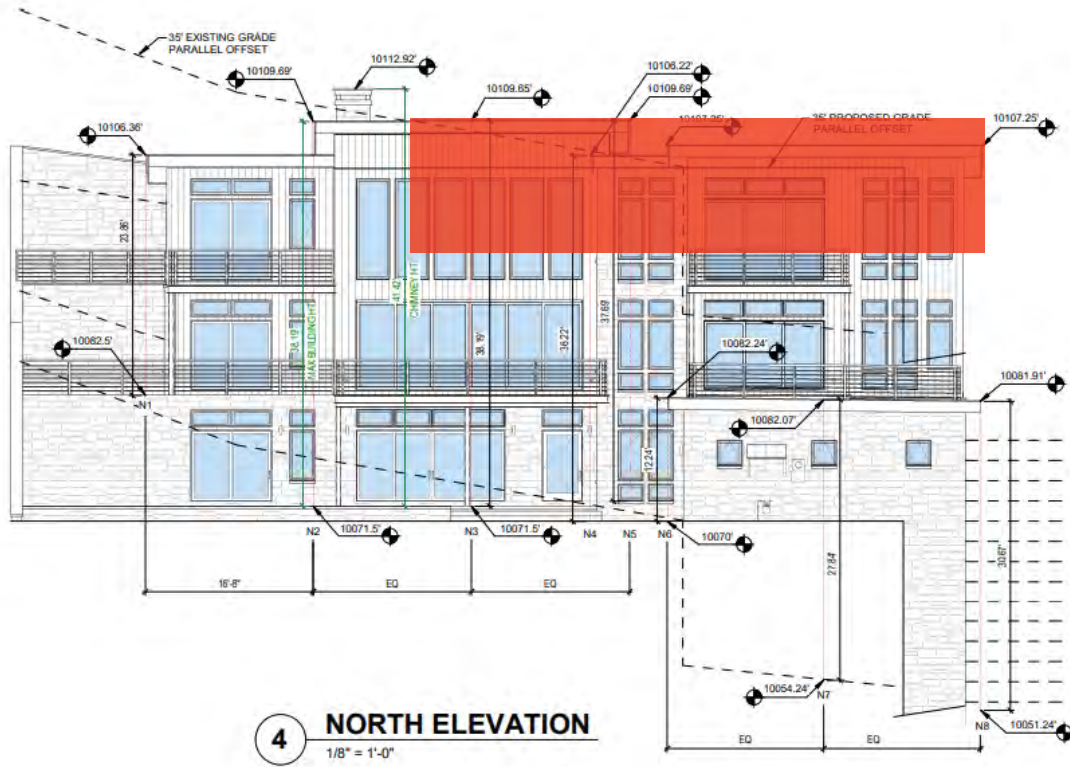


Figure 5 below, provided by the applicant, shows the areas of the structure that exceed the 35' allowable height in a 3D format.

Figure 5: Existing Grade 35' Parallel Offset



According to the CDC Section 17.4.16D, the following criteria shall be met for the review authority to approve a variance:

a. The strict application of the CDC regulations would result in exceptional and undue hardship upon the property owner in the development of property lot because of special circumstances applicable to the lot such as size, shape, topography or other extraordinary or exceptional physical conditions;

Staff: The topography of Lot 927R2 is all above a 30 percent grade, except for a small portion of the northwest corner which has earth work. Staff believes the steep topography of the site could constitute a special circumstance. The Figure 6 shows the survey diagrams found on sheet 0 of the Variance Process Application along with red hatching that indicates the area that is above a 30 percent grade within the property line:

Figure 6: Survey Topography



b. The variance can be granted without substantial detriment to the public health, safety and welfare;

Staff: This excess height poses no threat to public health, safety and welfare. Approval of the variance itself will not create any additional traffic, solar impacts, or stormwater impacts to neighboring properties above what would otherwise occur with the construction of a single-family home in this location. With architectural approaches that step the home down the steep slope and therefore mitigate excessive use of cut and fill techniques and retaining walls, the overall lot coverage is just 10 percent, which is below the 40 percent site disturbance allowance per Table 3-4 in section 17.3.13.A of the CDC. Staff believes the proposed design mitigates concerns discussed in this criterion and less site disturbance would provide an environmental benefit.

c. *The variance can be granted without substantial impairment of the intent of the CDC;*

*Staff: The proposed height variance is for a small portion of the home; staff does not believe this represents a “substantial impairment” of the intent of the CDC.*

d. *Granting the variance does not constitute a grant of special privilege in excess of that enjoyed by other property owners in the same zoning district, such as without limitation, allowing for a larger home size or building height than those found in the same zone district;*

*Staff: DRB members should discuss whether this variance represents the granting of special privilege in excess of that enjoyed by other property owners. This property does have the most intense grade when compared to that of surrounding properties, which therefore presents challenging development conditions. The adjoining lot, Lot 926A-R, was approved for a height variance to increase the maximum allowable height to 38’ 2” and faced less intense grading complexities than the Lot 927R2 site. Additionally, the DRB approved a height variance of 20’-4” above the maximum allowable building height of 35’ at Lot 165-6, 160 Cortina Drive, which faced similar site complications with 95 percent of that site having a grade higher than 30 percent. Lot 927R2 is proposing a lower variance of 11.75’ when facing similar site complications.*

e. *Reasonable use of the property is not otherwise available without granting of a variance, and the variance being granted is the minimum necessary to allow for reasonable use;*

*Staff: Homes in this neighborhood are generally larger in square footage and comprised of at least two stories, and therefore what staff believe could be considered “reasonable use.” This home is a three-stories and the roof plane is broken into two parts and stacked to create visual interest. Section 17.5.6C-1a of the CDC states that “The roof shall be a composition of multiple forms that emphasize sloped planes, varied ridgelines and vertical offsets.” Although it might be possible to comply with height restrictions if the home had a singular roof plane, an argument could be made that this variance in height is in direct response to the design regulations regarding roofs and that the applicant is requesting the minimum variance necessary that still allows for reasonable use.*

*DRB should discuss whether they believe the current proposal falls within the definition of reasonable use and whether a variation is necessary to achieve reasonable use.*

f. *The lot for which the variance is being granted was not created in violation of Town regulations or Colorado State Statutes in effect at the time the lot was created;*

g. *The variance is not solely based on economic hardship alone; and*

h. *The proposed variance meets all applicable Town regulations and standards unless a variance is sought for such regulations or standards.*

*Staff: Staff believes the criteria for f-h are all being met.*

#### **17.3.14: General Easement Setbacks**

Lot 927R2 has a sixteen (16) foot General Easement (GE) which surrounds its perimeter. The CDC provides that the GE and other setbacks be maintained in a natural, undisturbed state to provide buffering to surrounding land uses. The CDC does provide for some development activity within the GE and setbacks such as Ski Access, Natural

Landscaping, Utilities, Address Monuments, and Fire Mitigation. All encroachments not listed above will require encroachment agreements between the property owner and the Town.

*Staff: The proposal includes several GE encroachments that fall into the above category of permitted GE development activity including the following:*

- *Driveway: The Driveway as shown currently takes access from Russell Drive and crosses the General Easement to the homesite.*
- *Utilities: Utilities are located in Sundance Lane and cross the northern GE to the lot.*

*The proposal also includes a GE encroachment and road right of way encroachment requiring specific DRB approval:*

- *There is a retaining wall to the north of the driveway that is within the GE and an additional retaining wall to the south of the drive that crosses the GE and also extends slightly into the road right of way.*

*Staff: The retaining wall is essential for the creation of the driveway. Public Works did not raise any concerns regarding it. Road right of way encroachments when deemed insubstantial by staff can be approved at the DRB level. If DRB believes this to be approvable, then a specific approval should be granted.*

*Regardless of the encroachment, any development within the General Easement or road right of way will require the owner and the Town to enter into an Encroachment Agreement as part of a condition of approval.*

## **Chapter 17.5: DESIGN REGULATIONS**

### **17.5.4: Town Design Theme**

The Town of Mountain Village has established design themes aimed at creating a strong image and sense of place for the community. Due to the fragile high alpine environment, architecture and landscaping shall be respectful and responsive to the tradition of alpine design – reflecting elements of alpine regions while blending influences that visually tie the town to mountain buildings. The town recognizes that architecture will continue to evolve and create a regionally unique mountain vernacular, but these evolutions must continue to embrace nature and traditional style in a way that respects the design context of the neighborhoods surrounding the site.

*Staff: The proposed development reflects the design goals of the Town of Mountain Village as outlined in section 17.5.4 of the CDC. The massing steps with the natural topography, in this case a very steep slope. Although the site has an existing access easement, alternative building siting was chosen to mitigate the need that access easement would require for large amounts of excavation and retention. The siting also preserves a large stand of existing trees that serve as a visual shield from properties on Sundance Lane. The materials chosen are a combination of stone, wood and steel, which should create an exterior capable of withstanding the high alpine environment. Overall, it appears that the design is visually appealing and would fit within the existing Mountain Village Design Theme.*

### **17.5.5: Building Siting Design**

The CDC requires that any proposed development blend into and protect to the extent possible the existing landforms and vegetation. The CDC requires that any proposed improvements on sites adjacent to open space are submitted to the owner of the affected open space for review and approval.

*Staff: The siting of the structure mimics the natural landscape of the site. Though the lot has an extreme slope throughout, the use of horizontal elements blends the residence into the surrounding hillside. The applicant's Landscape Plan shown in Diagram A1.3 designates snow melt areas along the southern edge of the site, which is the area with the lowest topography. Although the site is adjacent to three open space tracts (OSP-24R, SJV-5 and OSP-45R), the development does not propose grading, clearing, direct drainage, direct access or other direct impact onto the adjoining open space. The existing easement through open space tract SJV-5 will not be utilized for access to the site through a roadway. Site approval from open space owners is therefore not required. The applicant has demonstrated that this site adheres to the goals outlined in section 17.5.5 of the CDC.*

### **17.5.6: Building Design**

The CDC requires that building form and exterior wall forms are well grounded to withstand extreme climate conditions, with the base of the building using materials that are appropriate to be adjacent to accumulated snowfall. The CDC requires roof design elements that utilize multiple forms with varied ridgelines and vertical offsets and reflect concern for snow accumulation. The code permits rusted, black or gray standing seam or metal roofs. Doors and entryways must be constructed using handcrafted materials whenever possible and garage doors shall be recessed and visually interesting. Glazing must be responsive to the energy code and site conditions and cannot exceed a maximum façade coverage of 40 percent. The exterior color must be natural, warm and subtle and harmonize with the natural landscape.

*Staff: Staff comments regarding each of the relevant subsections are below.*

#### *Building Form:*

*The form of the proposed residential structure follows an alpine mountain design that is well grounded to withstand the extreme natural forces of wind, snow, and heavy rain. It is made of materials such as stone, wood and metal that evoke this form.*

#### *Exterior Wall Form:*

*The proposed development has exterior walls that are simple in design and portray a massing that is substantially grounded to the site.*

#### *Roof Form:*

*The shed roof is made of standing seam metal and the design provides a roof plane that is broken up into two parts and stacked to create visual interest. The proposed structure follows the design elements and drainage standards outlined in the CDC.*

#### *Chimneys, Vent and Rooftop Equipment Design:*

*The applicant has not identified the fuel source for their proposed fireplace. If the fireplace is wood burning, the installation of a spark arrester and demonstration of necessary wood burning permits is required. The proposed equipment meets the requirements of the CDC.*

Exterior Walls Materials and Color:

*The building utilizes a mix of full stone veneer and vertical brown wood siding at the base. Stone walls account for 38 percent of exterior materials, which includes the use of stone for retaining walls. This exceeds the minimum 35 percent stone requirement. The application does not include the required narrative that describes the pattern, grout, block size and color of the proposed stone and setting pattern. This will be a condition for final review. Wood is proposed for the fascia and the soffit, with the fascia being made of Douglas fir and the soffit being made of pine. Since neither the soffit nor fascia are made of metal, they are not subject to specific approvals outlined in section 17.5.6.C.3.h.ii.*

Glazing:

*The maximum window area of the building, including window and door glazing, is 23 percent of the total building façade. The windows and doors are trimmed with stained black wood.*

Doors and Entryways:

*The door schedule indicates one custom pivot door to be used for the exterior; the remaining are specified to be manufactured as steel panel or Loewen aluminum clad wood. The garage doors are recessed and designed as an overhead steel sectional door.*

Decks and Balconies:

*The proposed balconies enhance the overall architecture of the building by creating variety and detail on the exterior elevations as outlined in the CDC.*

Required Surveys and Inspections:

*Since the proposed structure is within five feet or less of the maximum building height, a monumented land survey will need to be prepared by a Colorado public land surveyor to establish the maximum building height and the maximum average building height. A materials board is required to be created for the DRB final approval per the requirements outlined in section 17.5.6-J3 of the CDC. The board shall remain on the site in a readily visible location until the project receives a certificate of occupancy. The Planning Division is responsible for conducting site inspections prior to the issuance of a certificate of occupancy to ensure the development is proceeding in accordance with the approved plans.*

**17.5.7: Grading and Drainage Design**

*Public Works: Public Works reviewed the application and had no issues with the proposal as presented.*

**17.5.8: Parking Regulations**

*Staff: The applicant has shown three interior and two exterior parking spaces on their plan. This criterion is met.*

**17.5.9: Landscaping Regulations**

*Staff: The applicant is proposing the addition of 17 new trees, all of which are aspen trees. Forty percent of vegetation within the project must be of a diversity of species, including types found in Table 5-4 of this section. The final review application will be required to provide species diversity to meet the requirement of this section.*

### **17.5.11: Utilities**

*Public Works: Public Works reviewed the application and had no issues with the proposal as presented.*

### **17.5.12: Lighting Regulations**

*Staff: A lighting plan with photometric study was provided in the application in Appendix LTG1.1-1.3. Two fixtures are shown, a wall mounted sconce and a step light. Both are downlit and fully shielded. The plan appears to meet all lighting regulations.*

### **17.5.13: Sign Regulations**

*Staff: The address monument as proposed meets the criteria as outlined in section 17-5-13E4 of the CDC.*

## **Chapter 17.6: SUPPLEMENTARY REGULATIONS**

### **17.6.1: Environmental Regulations**

*Staff: The applicant has included the 15' Zone 1 Fire Mitigation area. The applicant is proposing the removal of all trees and shrubs as required by section 17.6.1A-3d-i.b of the CDC. However, the applicant is proposing the planting of nine (9) new aspen trees within Zone 1. As outlined in the Landscaping Regulation section of this memo, staff is requesting that a diversity of plants beyond the aspen tree is proposed for the site. In addition, for final design, the planting plan must meet the requirements for Zone 1. Should any of the updated landscaping be proposed in Zone 1, further approval from the Town forester will be required.*

*In Zone 2, the survey shows groupings of trees that are within a 10' crown-to-crown separation. Per section 17.6.1A-3d-ii.b.i of the CDC states, "Groupings of trees or shrubs may be allowed provided that all of the crowns in such group of trees or the edge of the shrubs are spaced ten feet (10') from crown-to-crown or from edge of shrub to any trees or shrubs outside of such grouping." The CDC also states that staff may allow closer spacing of trees if the required 10' crown-to crown spacing would put the remaining trees at undue risk. Staff has determined that due to the intense slope of the site, it is in the best interest to maintain as many trees on the site as possible to protect from wind-throw or snow breakage. As a result, staff feels that the proposed landscaping for zone 2 of the application be approved.*

*Per section 17.6.1A-3d of the CDC, all trees within zone 2 must have all branches pruned to a height of 10'. It is the responsibility of the lot owner to maintain these regulations required by the wildfire mitigation plan of section 17.6.1A3.*

*Telluride Fire Protection District: TFPD approves of the proposal with the following conditions:*

- 1) The structure is over 3,600 sq ft and shall require a monitored NFPA 13D sprinkler system.*
- 2) The structure shall require a monitored NFPA 72 alarm system.*

### **17.6.6: Roads and Driveway Standards**

*Staff: According to section 17.6.6B-2a of the Community Development Code, if the driveway is less than 150', the driveway needs to be at minimum 12' wide. The driveway is less than 150' and meets the 12' minimum requirement. Also, in section 17.6.6A-4b of the same Code, "Transitional sections not exceeding 500 feet in length may be allowed a maximum of 10 percent (10%) if approved by the Town in consultation with the Fire Marshal. Transitional sections exceeding eight percent shall not be within 500 feet of each*

other.” The maximum grade of the driveway is 9 percent at the transitional section, the Fire District has reviewed this application and approved as proposed.

#### **17.6.8: Solid Fuel Burning Device Regulations**

*Staff: The applicant has indicated that the proposed home does include a fireplace but has not called out a fuel source. This should be clarified prior to final review. If the applicant intends to have a wood burning fireplace, then a solid fuel burning permit must be provided to the Town per section 17.6.8A of the CDC.*

### **Chapter 17.7: BUILDING REGULATIONS**

#### **17.7.19: Construction Mitigation**

*Staff: The construction mitigation plan shows the required dumpster, bear-proof poly-cart, materials storage, and a port-a-john toilet. The parking plan indicates four spots on the site. However, all of these are located in the current driveway, which is an area that won't be available for use until initial stages of construction are complete. Staff would like to see a revised plan that gives more detail of a staged construction plan, indicating how the applicant plans to deal with construction mitigation prior to the construction of the driveway. The applicant will likely still need to work with the Town for roadside parking permits until the driveway is created.*

*Appropriate silt protection and wattles are shown to handle stormwater runoff. No crane is indicated on the CMP, if it is determined that one is required, the applicant shall work with Town staff to make sure the crane swing doesn't impede the roadway.*

**Staff Recommendation:** There are two items before DRB with this application, a recommendation to Town Council regarding a height variance and an Initial Architectural and Site Review. In terms of the Height Variance Recommendation, Staff has provided a motion for both recommendation of approval and denial depending on the findings of DRB.

If DRB chooses to recommend **approval** of the **variance** than staff suggests the following motion:

*I move to recommend approval to Town Council of a height variance of 11.75' above the allowable per the height restrictions listed in the CDC for portions of a new single-family home located at Lot 927R2, 125 Sundance Lane to Town Council based on the evidence provided in the staff record of memo dated August 4, 2022, and the findings of this meeting.*

If DRB chooses to recommend **denial** of the height **variance** than staff suggests the following motion:

*I move to recommend the denial of a height variance of 11.75' above the allowable per the height restrictions listed in the CDC at a new single-family home located at Lot 927R2, 125 Sundance Lane to Town Council based on the evidence provided in the staff record of memo dated August 4, 2022, and the findings of this meeting.*

*If the height variance recommendation is for approval then staff suggest the following motion for approval of the Initial Architecture and Site Review:*

**Staff Note: It should be noted that reasons for approval or rejection should be stated in the findings of fact and motion.**



*I move to approve the Initial Architecture and Site Review for a new single-family home located at Lot 927R2, 125 Sundance Lane based on the evidence provided in the staff record of memo dated August 4, 2022, and the findings of this meeting.*

*With the following specific approvals:*

- 1) GE Encroachment – retaining walls*
- 2) Road right of way encroachment - insubstantial*

*And, with the following conditions:*

- 1) Prior to final review the applicant will obtain approval from Town Council for the proposed height variance.*
- 2) Prior to final review the applicant shall revise the material calculations to clarify what portions of retaining wall are included in the stone percentage.*
- 3) Prior to final review, the applicant shall provide an updated landscape plan showing compliance with species diversity and fire zone mitigation areas.*
- 4) Prior to final review, the applicant shall specify the fuel source for all solid fuel burning devices.*
- 5) Prior to final review, the applicant shall revise the construction mitigation plan to address the concerns addressed in the staff memo dated August 4, 2022.*
- 6) Prior to certificate of occupancy the applicant will enter into a Licensing Agreement with the Town for any approved encroachments in the GE and the road right of way.*
- 7) The structure is over 3,600 sq ft and shall require a monitored NFPA 13D sprinkler system.*
- 8) The structure shall require a monitored NFPA 72 alarm system.*
- 9) Consistent with town building codes, unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be constructed as either non-combustible, heavy timber or exterior grade ignition resistant materials such as those listed as WUIC (Wildland Urban Interface Code) approved products.*
- 10) A monumented land survey of the footers will be provided prior to pouring concrete to determine there are no additional encroachments into the GE.*
- 11) A monumented land survey shall be prepared by a Colorado public land surveyor to establish the maximum building height.*
- 12) Prior to the Building Division conducting the required framing inspection, a four-foot (4') by eight-foot (8') materials board will be erected on site consistent with the review authority approval to show:*
  - a. The stone, setting pattern and any grouting with the minimum size of four feet (4') by four feet (4');*
  - b. Wood that is stained in the approved color(s);*
  - c. Any approved metal exterior material;*
  - d. Roofing material(s); and*
  - e. Any other approved exterior materials*
- 13) It is incumbent upon an owner to understand whether above grade utilities and town infrastructure (fire hydrants, electric utility boxes) whether placed in the right of way or general easement, are placed in an area that may encumber access to their lot. Relocation of such above grade infrastructure appurtenances will occur at the owner's sole expense and in coordination with the appropriate entity (fire department, SMPA, Town of Mountain Village) so that the relocated position is satisfactory.*

If the DRB finds this application should be **continued** based on the recommended denial of the height variance, staff provides the following suggested motion:

*I move to continue the Initial Architectural and Site Review for a new single-family home located at Lot 927R2, to the next Design Review Board Meeting on September 1, 2022 based on the evidence provided in the staff record of memo dated August 4, 2022.*

**GENERAL NOTES:**

**CONTRACT DOCUMENTS:**  
 CONTRACT DOCUMENTS CONSIST OF THE AGREEMENT, GENERAL CONDITIONS, SPECIFICATIONS, DETAIL BOOK AND DRAWINGS, WHICH ARE COOPERATIVE AND CONTINUOUS. WORK INDICATED OR REASONABLY IMPLIED IN ANY ONE OF THE DOCUMENTS SHALL BE SUPPLIED AS THOUGH FULLY COVERED IN ALL. ANY DISCREPANCIES BETWEEN THE PARTS SHALL BE REPORTED TO THE ARCHITECT PRIOR TO THE COMMENCEMENT OF WORK. THESE DRAWINGS ARE PART OF THE CONTRACT DOCUMENTS FOR THIS PROJECT. THESE DRAWINGS ARE THE GRAPHIC ILLUSTRATION OF THE WORK TO BE ACCOMPLISHED. ALL DIMENSIONS NOTED TAKE PRECEDENCE OVER SCALED DIMENSIONS. DIMENSIONS NOTES WITH "N.T.S." DENOTES NOT TO SCALE.

**ORGANIZATION:**  
 THE DRAWINGS FOLLOW A LOGICAL, INTERDISCIPLINARY FORMAT: ARCHITECTURAL DRAWINGS (A SHEETS), CIVIL DRAWINGS (C SHEETS), STRUCTURAL (S SHEETS), MECHANICAL AND PLUMBING (M SHEETS), ELECTRICAL (E SHEETS) AND LIGHTING (LTG SHEETS).

**CODE COMPLIANCE:**  
 ALL WORK, MATERIALS AND ASSEMBLIES SHALL COMPLY WITH APPLICABLE STATE AND LOCAL CODES, ORDINANCES AND REGULATIONS. THE CONTRACTOR, SUBCONTRACTORS AND JOURNEYMEN OF THE APPROPRIATE TRADES SHALL PERFORM WORK TO THE HIGHEST STANDARDS OF CRAFTSMANSHIP AND IN ACCORDANCE WITH AIA DOCUMENT A201-SECTION 3. THE BUILDING INSPECTOR SHALL BE NOTIFIED BY THE CONTRACTOR WHEN THERE IS NEED OF INSPECTION AS REQUIRED BY THE INTERNATIONAL BUILDING CODE OR ANY LOCAL CODE OR ORDINANCE.

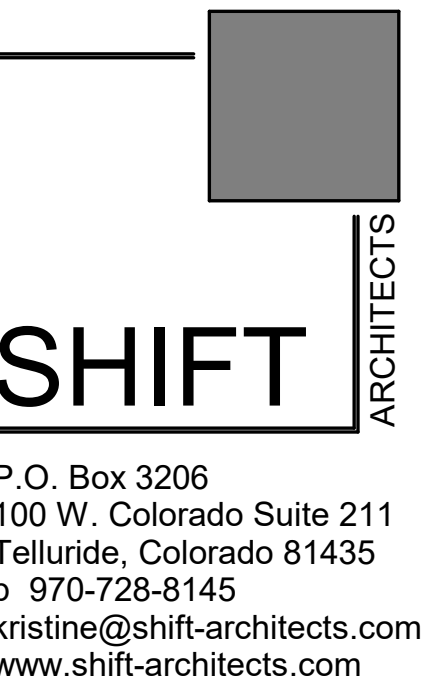
**INTENT:**  
 THESE DOCUMENTS ARE INTENDED TO INCLUDE ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES REQUIRED TO COMPLETE THE WORK DESCRIBED HEREIN.

**COORDINATION:**  
 THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE DOCUMENTS, VERIFY ACTUAL CONDITIONS AND REPORT ANY DISCREPANCIES, ERRORS OR OMISSIONS TO THE ARCHITECT IN A TIMELY MANNER. THE ARCHITECT SHALL CLARIFY OR PROVIDE REASONABLE ADDITIONAL INFORMATION REQUIRED FOR SUCCESSFUL EXECUTION. THE CONTRACTOR SHALL VERIFY AND COORDINATE ALL OPENINGS THROUGH FLOORS, CEILINGS AND WALLS WITH ALL ARCHITECTURAL, INTERIOR, STRUCTURAL, MECHANICAL AND PLUMBING, ELECTRICAL AND LIGHTING DRAWINGS. CONTRACTOR WILL ASSUME RESPONSIBILITY OF ITEMS REQUIRING COORDINATION AND RESOLUTION DURING THE BIDDING PROCESS.

**SUBSTITUTIONS:**  
 ANY MATERIALS PROPOSED FOR SUBSTITUTION OF THOSE SPECIFIED OR THE CALLED-OUT-BY-TRADE-NAME IN THESE DOCUMENTS SHALL BE PRESENTED TO THE ARCHITECT FOR REVIEW. THE CONTRACTOR SHALL SUBMIT SAMPLES WHEN REQUIRED BY THE ARCHITECT AND SUCH SAMPLES SHALL BE REVIEWED BY THE ARCHITECT BEFORE THE WORK IS PERFORMED. WORK MUST CONFORM TO THE REVIEWED SAMPLES. ANY WORK WHICH DOES NOT CONFORM SHALL BE REMOVED AND REPLACED WITH WORK WHICH CONFORMS AT THE CONTRACTOR'S EXPENSE. SUBCONTRACTORS SHALL SUBMIT REQUESTS FOR REVIEW THROUGH THE GENERAL CONTRACTOR WHEN WORK IS LET THROUGH HIM OR HER. REQUIRED VERIFICATION AND SUBMITTALS TO BE MADE IN ADEQUATE TIME AS NOT TO DELAY WORK IN PROGRESS.

**SHOP DRAWINGS:**  
 SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR HIS OR HER REVIEW WHERE CALLED FOR ANYWHERE IN THESE DOCUMENTS. REVIEW SHALL BE MADE BY THE ARCHITECT BEFORE WORK IS BEGUN, AND WORK SHALL CONFORM TO THE REVIEWED SHOP DRAWINGS, SUBJECT TO REPLACEMENT AS REQUIRED IN PARAGRAPH "SUBSTITUTIONS" ABOVE.

**SAFETY & PROTECTION OF WORK:**  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY AND CARE OF ADJACENT PROPERTIES DURING CONSTRUCTION FOR COMPLIANCE WITH FEDERAL AND STATE O.S.H.A. REGULATIONS, AND FOR THE PROTECTION OF ALL WORK UNTIL IT IS DELIVERED COMPLETED TO THE OWNER.



PROJECT ISSUE DATE:  
 02.21.22 DRB PRELIMINARY  
 SUBMITTAL

REVISIONS

NO.	DATE	DESC.

**PROJECT CODE INFORMATION**

ZONING:	SINGLE-FAMILY RESIDENCE (MV LOT 927 R2)
BUILDING CODE:	IRC 2018 AND ALL APPLICABLE CODES AS REQUIRED BY THE TOWN OF MOUNTAIN VILLAGE
DESCRIPTION:	MULTI-STORY; SINGLE FAMILY DWELLING
OCCUPANCY CLASSIFICATION:	R-3
AUTOMATIC FIRE SPRINKLER:	PER NFPA - SPRINKLED OVER 3,600 SF
FIRE RESISTIVE RATING:	GARAGE - 1 HR MECHANICAL - 1 HR

**PROJECT INFORMATION**

TYPE OF UNIT:	SINGLE FAMILY RESIDENCE	MAX BUILDING HEIGHT:	ALLOWABLE 35'-0" (CDC TABLE 3-3)
GROSS FLOOR AREA:		PROPOSED	46.58'
LIVING	1,811.06 SF	MAX AVERAGE HEIGHT:	ALLOWABLE 30'-0" (CDC TABLE 3-3)
LOWER LEVEL	2,073.54 SF	PROPOSED	25.97'
GROUND LEVEL	1,681.72 SF	PARKING REQUIRED:	5 SPACES PROVIDED (4 REQUIRED) (3 ENCLOSED IN GARAGE) (2 SURFACE SPACES)
UPPER LEVEL	5,566.32 SF		
TOTAL:	1,231.97 SF		
GARAGE	6,798.29 SF		
TOTAL:	.93 ACRES (40,510.8 SF)		
LOT AREA:	16,204.32 SF (40% MAX)		
LOT COVERAGE:	ALLOWABLE 4,188 SF (10%)		
ALLOWABLE			
PROPOSED			

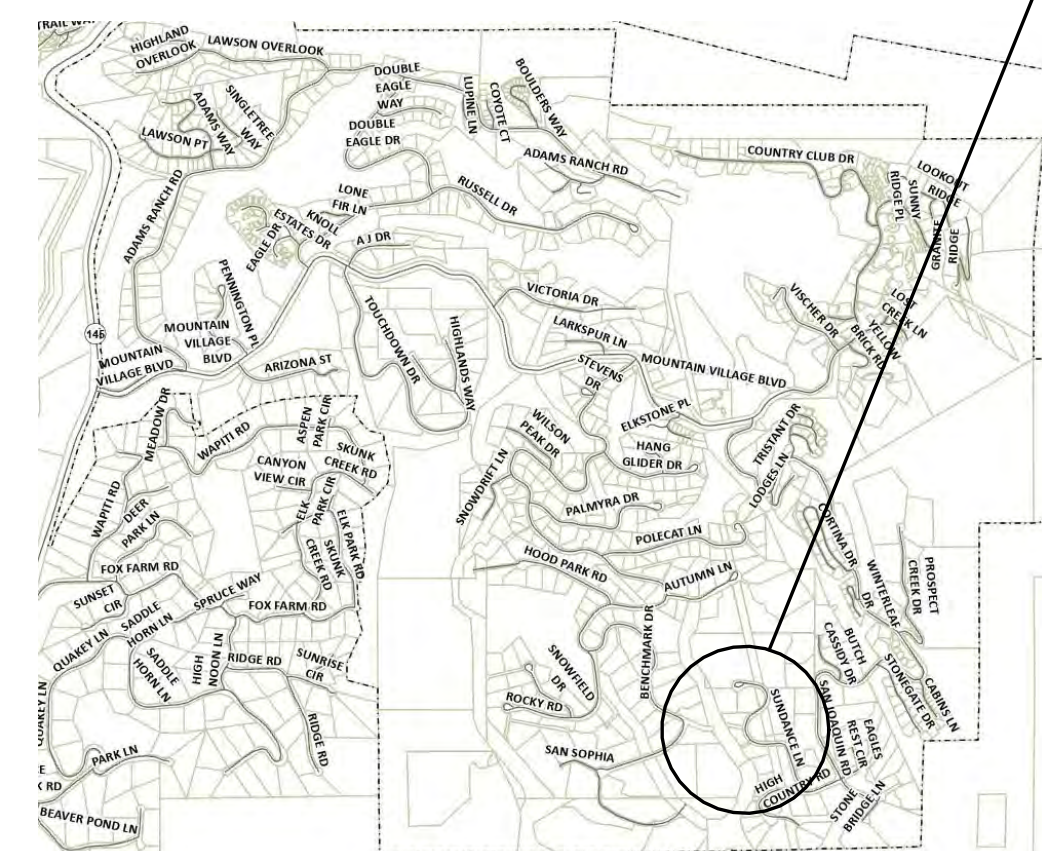
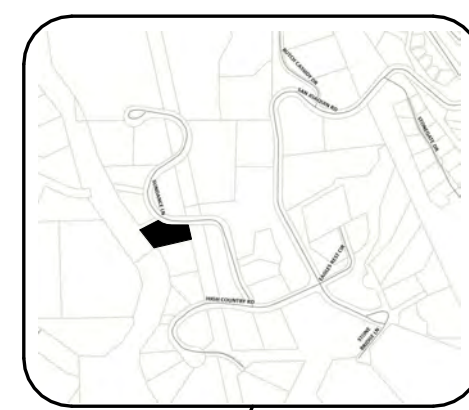
SEE SHEET A2.0 FOR MAXIMUM BUILDING HEIGHT CALCULATION

**SHEET INDEX**

<b>GENERAL</b>	G1.0 COVER SHEET
	G1.1 ABBREVIATIONS AND LEGENDS
<b>CIVIL</b>	C1 NOTES
	C2.1 SITE GRADING WITHOUT TREES DISPLAYED
	C2.2 SITE GRADING WITH TREES DISPLAYED
	C3 UTILITY PLAN
	C4 CONSTRUCTION MITIGATION
<b>SURVEY / MAPPING</b>	0 SURVEY
<b>ARCHITECTURAL</b>	A1.1 ARCHITECTURAL SITE PLAN
	A1.2 BUILDING SITE PLAN
	A1.3 LANDSCAPE PLAN
	A1.4 FIRE MITIGATION PLAN
	A2.0 MAX BUILDING HEIGHT / MAX LOT COVERAGE CALCULATIONS
	A2.1 MATERIAL CALCULATIONS
	A2.2 MATERIAL CALCULATIONS
	A3.1 FLOOR PLANS
	A3.2 FLOOR PLANS
	A3.3 FLOOR PLANS
	A3.4 ROOF PLAN
	A4.1 EXTERIOR ELEVATION
	A4.2 EXTERIOR ELEVATION
	A4.3 EXTERIOR ELEVATION
	A4.4 EXTERIOR ELEVATION
	A4.5 PRESENTATION ELEVATION
	A8.1 DOOR SCHEDULE
	A8.2 WINDOW SCHEDULE
LTG1.1	LIGHTING PLAN
LTG1.2	LIGHTING PLAN
LTG1.3	LIGHTING PLAN

**VICINITY MAP**

LOT 927 R2  
 SUNDANCE LANE  
 MOUNTAIN VILLAGE, CO



**PROJECT TEAM**

<b>OWNER:</b>	<b>SURVEYOR:</b>	<b>MECHANICAL:</b>
BRYAN M GREER 6006 FLOYD ST HOUSTON, TX 77007 P. 832.390.8541 bgreer7@gmail.com	FOLEY ASSOCIATES, INC. 125 W. PACIFIC, SUITE B-1 P.O. BOX 1385 TELLURIDE, CO 81435 P. 970.728.6153 F. 970.728.6050	HUGHES CONSULTING ENGINEERING, PA DIMITRI MERRILL, P.E. TELLURIDE, CO 81435 P. 970.239.1949 F. 785.842.2492 dimitri@hce-pa.com
<b>ARCHITECT:</b>	<b>CIVIL:</b>	<b>LANDSCAPING:</b>
SHIFT ARCHITECTS KRISTINE PERPAR - ARCHITECT 100 WEST COLORADO STE. 211 TELLURIDE, CO 81435 P. 970.275.0263 kristine@shift-architects.com	UNCOMPAGRE ENGINEERING LLC DAVID BALLODE P.E. PO BOX 3945 TELLURIDE, CO 81435 P. 970.729.0683 dballode@msn.com	SHIFT ARCHITECTS KRISTINE PERPAR - ARCHITECT 100 WEST COLORADO STE. 211 TELLURIDE, CO 81435 P. 970.275.0263 kristine@shift-architects.com
<b>GENERAL CONTRACTOR:</b>	<b>STRUCTURAL:</b>	
TBD	TBD	

GREER RESIDENCE

COVER SHEET

SHEET NUMBER

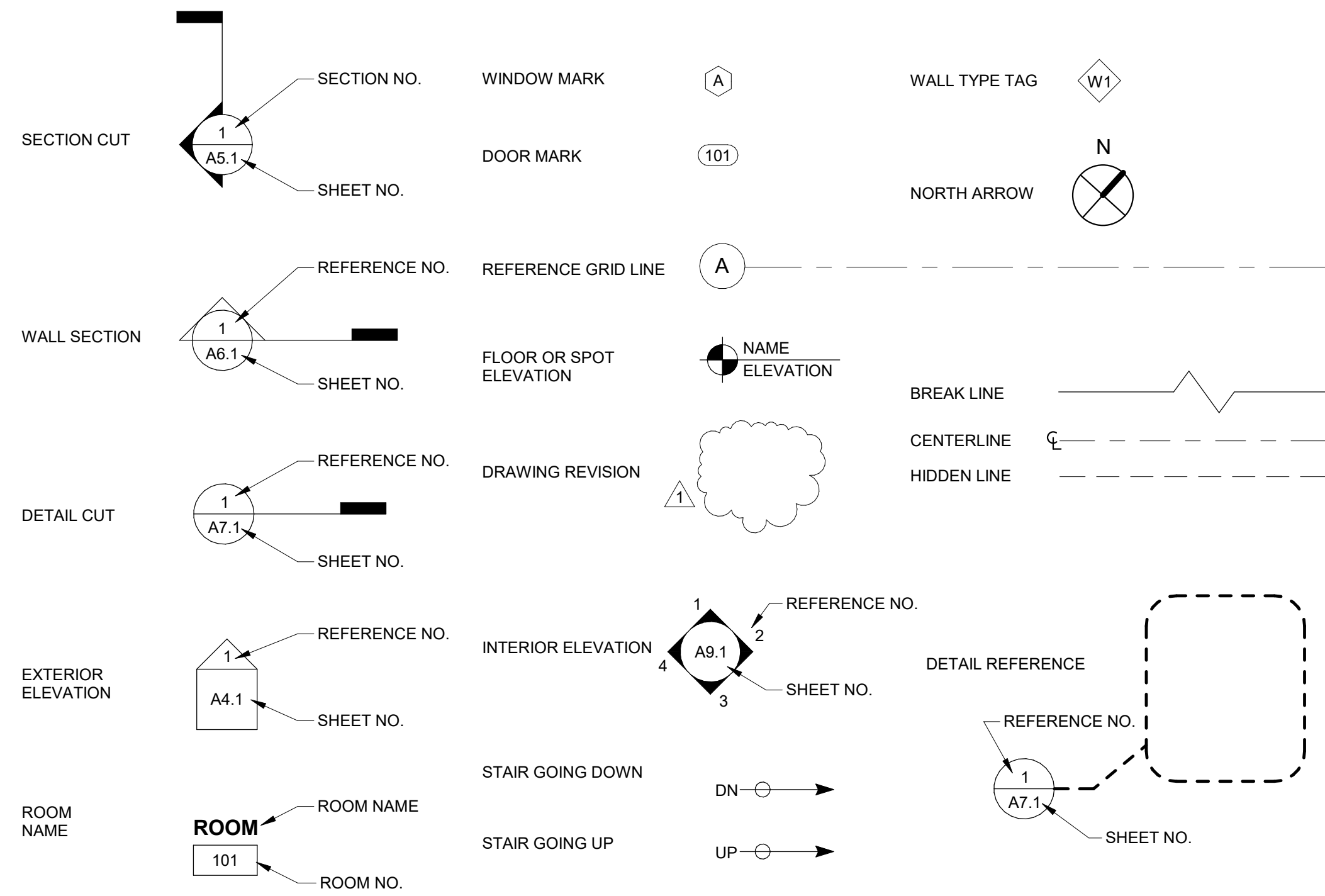
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NOT FOR CONSTRUCTION

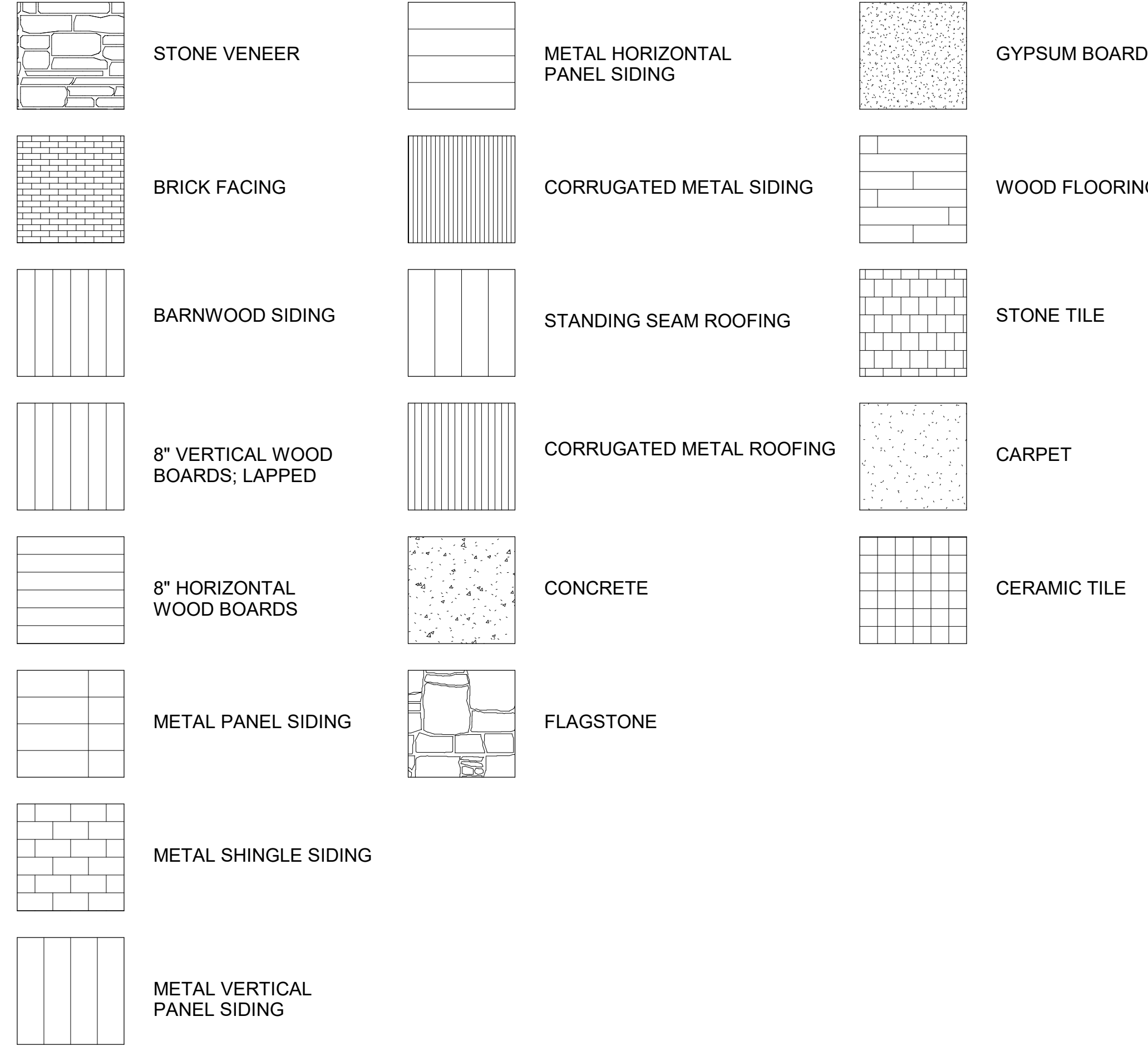
LOT 927 R2 SUNDANCE LANE, TELLURIDE, CO 81435  
 LOT 927R2 ACC TO REPLAT OF LOT 927R REC 12 02 2005 PL BK 1 PG 3575 THRU 3577 RECEIPT 379914 CONT. 931 ACRES BLDG COVENANT AGREEMENT JULY 2005

© shift architects

**SYMBOL LEGEND**



**MATERIAL LEGEND**

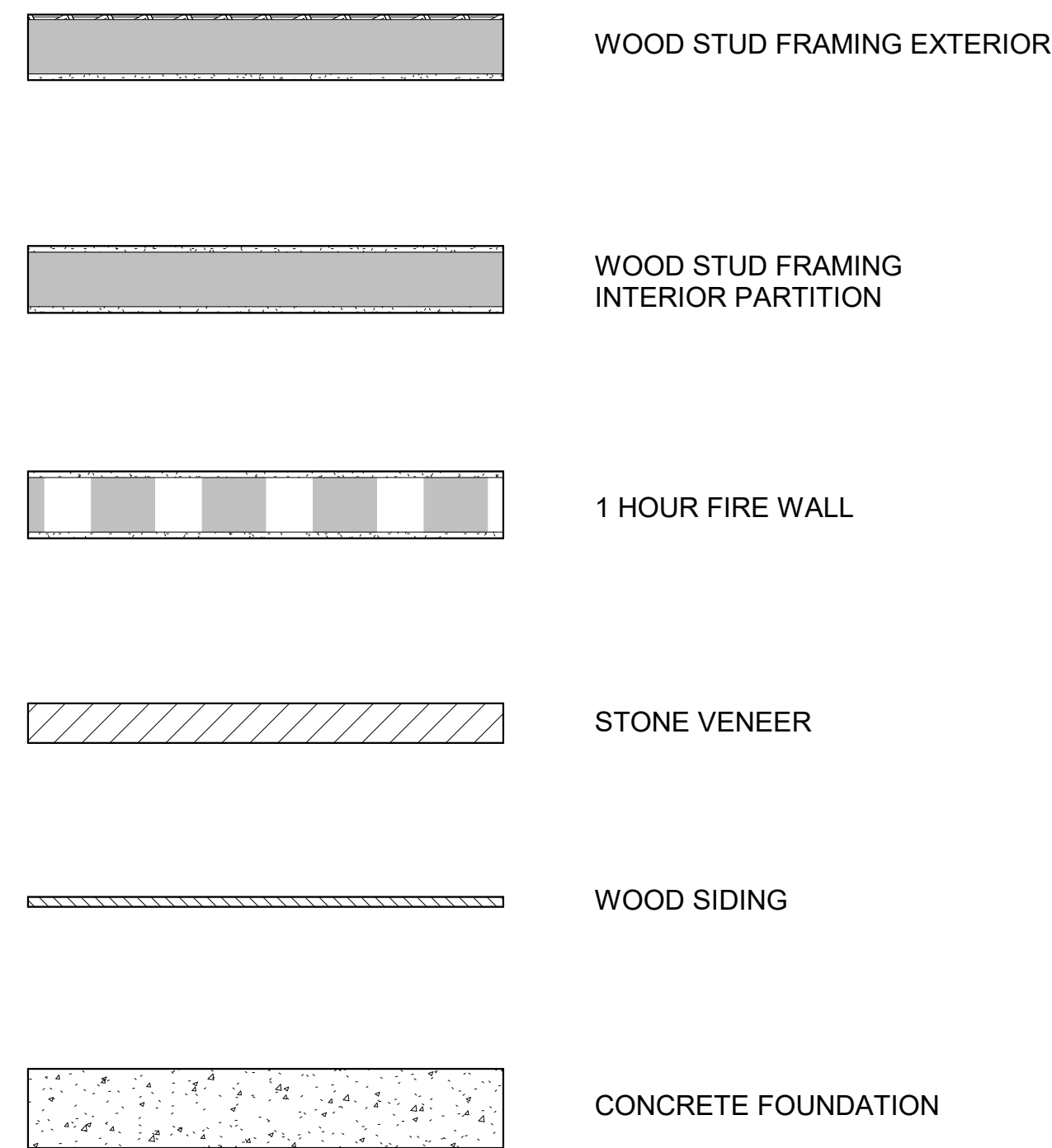


**ABBREVIATIONS**

AC	Acres
AFF	Above Finished Floor
AGG	Aggregate
AL	Aluminum
BM	Bench Mark
BSN	Basin
BTH	Bath
CL	Centre Line
CJ	Control Join
CLST	Closet
CP	Carpet
CT	Ceramic Tile
DIA	Diameter
DP	Downpipe
DW	Dishwasher
EX	Existing
FF	Finished Floor
FHR	Fire Hose Reel
FP	Flue Pipe
GAL	Galvanized
GL	Ground Line
GFI	Ground Fault Circuit Interrupter
GPO	General Power Outlet
IBC	International Building Code
MDF	Medium Density Fibreboard
MR	Metal Roofing
MSB	Main Switch Board
NTS	Not To Scale
PFC	Parallel Flanged Steel Channel
PL	Plastic Laminate
PT	Paint
RC	Reinforced Concrete
REF	Refrigerator
RL	Reduced Level
S	Sanitary Drainage Pipe
SHR	Shower
SK	Sink
SN	Stone
SS	Stainless Steel
ST	S Trap
STF	Steel Trowel Finished Concrete
SW	Stormwater Drainage Line
T&G	Tongue and Grooved
TO	Top Of
TPH	Toilet Paper Holder
TR	Tiled Roofing
TSF	Timber Strip Floor
TYP	Typical
U	Urinal
UOS	Unless Otherwise Specified
V	Valley
VIF	Verify In Field
VP	Vent Pipe
WC	Water Closet (Toilet)
WM	Washing Machine
WPM	Water Proof Membrane

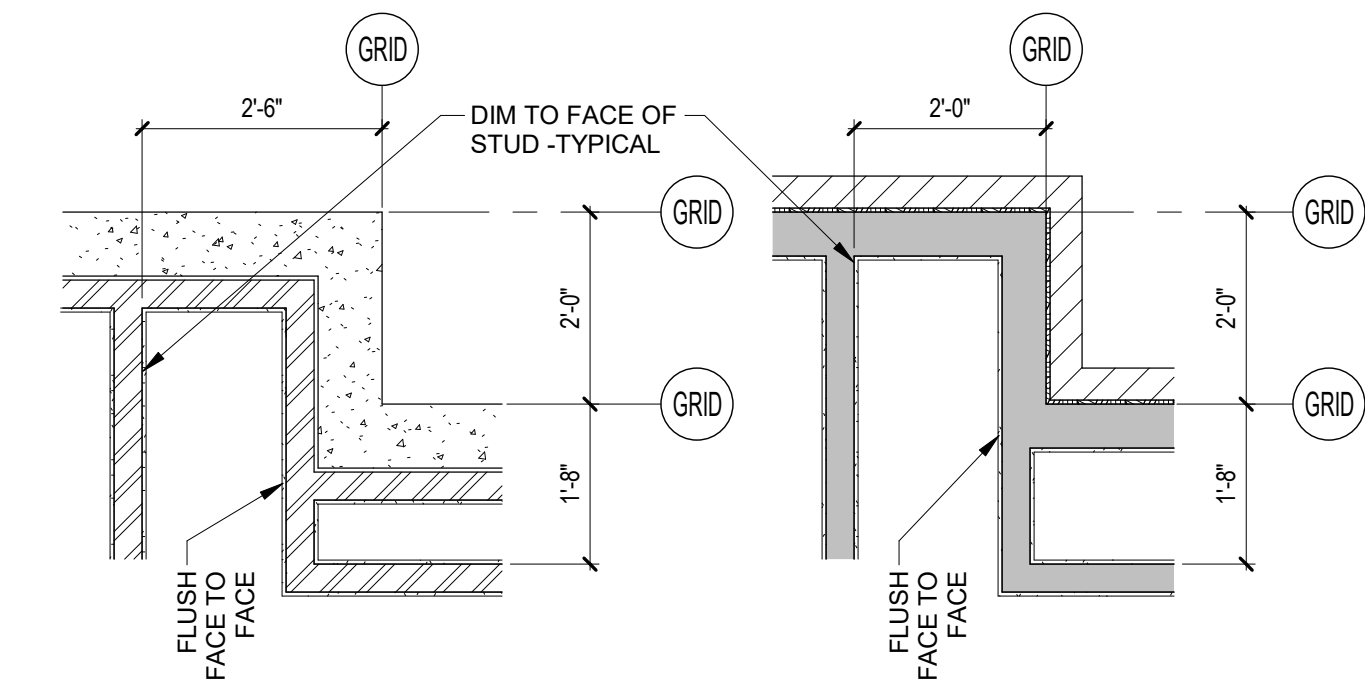
PROJECT ISSUE DATE:  
02.21.22 DRB PRELIMINARY  
SUBMITTAL  
REVISIONS  
NO. DATE DESC.

**WALL LEGEND**



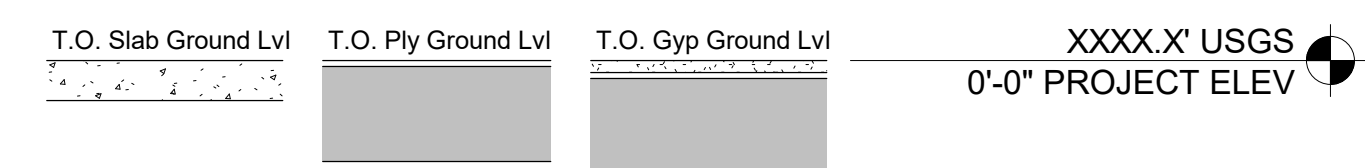
**DIMENSIONING LEGEND**

- GRIDS ALIGN WITH OUTSIDE FACE OF FOUNDATION WALL AND OUTSIDE FACE OF STUD AT EXTERIOR STRUCTURAL FRAME WALL.
- WALLS AND PARTITIONS SHOWN IN PLAN INCLUDE FINISH MATERIALS.
- DIMENSIONS ARE SHOWN FROM GRID TO GRID, GRID TO FACE OF STUD, AND FACE OF STUD TO FACE OF STUD AT INTERIOR PARTITIONS, TYPICAL.
- INTERIOR PARTITIONS FLUSH FACE TO FACE WITH THEIR EXTERIOR COUNTERPARTS, TYPICAL.



**PROJECT DATUM LEGEND**

ACTUAL ELEVATION ABOVE SEA LEVEL = PROJECT 0'-0"



GREER RESIDENCE

LOT 927 R2 SUNDANCE LANE, TELLURIDE, CO 81435  
LOT 927R2 ACC TO REPLAT OF LOT 927R REC 12 02 2005 PL BK 1 PG 3575 THRU 3577 RECEIPT 379914 CONT. 931 ACRES BLDG COVENANT AGREEMENT JULY 2005

ABBREVIATIONS AND LEGENDS

SHEET NUMBER

G1.1

NOT FOR CONSTRUCTION

©shift architects

# Exhibit A - Architectural Plan Set

## GENERAL CIVIL ENGINEERING NOTES:

1. THE EXISTING UTILITY LINES SHOWN ON THE PLANS ARE APPROXIMATE. AT LEAST TWO (2) FULL WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO @ 1-800-922-1987 OR 811 TO GET ALL UTILITIES LOCATED. IF ANY OF THESE UNDERGROUND UTILITIES ARE IN CONFLICT WITH THE CONSTRUCTION PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND WORK WITH THE ENGINEER TO FIND A SOLUTION BEFORE THE START OF CONSTRUCTION.

INSTALLATION AND SEPARATION REQUIREMENTS SHALL BE COORDINATED WITH THE INDIVIDUAL UTILITY PROVIDERS.

THE UTILITY PROVIDERS ARE:  
SEWER, WATER, CABLE TV AND FIBEROPTIC: TOWN OF MOUNTAIN VILLAGE  
NATURAL GAS: BLACK HILLS ENERGY  
POWER: SAN MIGUEL POWER  
TELEPHONE: CENTURY LINK

2. PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES, ALL NECESSARY PERMITS SHALL BE OBTAINED BY THE OWNER OR CONTRACTOR.

3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT EXCAVATED SLOPES ARE SAFE AND COMPLY WITH OSHA REQUIREMENTS. REFER TO THE SITE-SPECIFIC REPORT FOR THIS PROJECT FOR ADDITIONAL INFORMATION.

4. ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED OR LAID BACK PER OSHA REGULATIONS.

5. ALL MATERIALS AND CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE TOWN OF MOUNTAIN VILLAGE DESIGN STANDARDS LATEST EDITION. ALL CONSTRUCTION WITHIN EXISTING STREET OR ALLEY RIGHT-OF-WAY SHALL BE SUBJECT TO TOWN OF MOUNTAIN VILLAGE INSPECTION.

6. THE CONTRACTOR SHALL HAVE ONE COPY OF THE STAMPED PLANS ON THE JOB SITE AT ALL TIMES.

7. THE CONTRACTOR SHALL NOTIFY THE TOWN 48 HOURS PRIOR TO THE START OF CONSTRUCTION.

8. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES AT ALL TIMES DURING CONSTRUCTION. THE ADJOINING ROADWAYS SHALL BE FREE OF DEBRIS AT THE END OF CONSTRUCTION ACTIVITIES EACH DAY.

9. THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN PROPER TRAFFIC CONTROL DEVICES UNTIL THE SITE IS OPEN TO TRAFFIC. ANY TRAFFIC CLOSURES MUST BE COORDINATED WITH THE TOWN OF MOUNTAIN VILLAGE.

10. ALL DAMAGE TO PUBLIC STREETS AND ROADS, INCLUDING HAUL ROUTES, TRAILS, OR STREET IMPROVEMENTS, OR TO PRIVATE PROPERTY, SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE CONTRACTOR TO THE ORIGINAL CONDITIONS.

11. WHEN AN EXISTING ASPHALT STREET IS CUT, THE STREET MUST BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL CONDITION. THE FINISHED PATCH SHALL BLEND SMOOTHLY INTO THE EXISTING SURFACE. ALL LARGE PATCHES SHALL BE PAVED WITH AN ASPHALT LAY-DOWN MACHINE.

12. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER. ANY DISCHARGE REQUIREMENTS SHALL BE COORDINATED WITH THE TOWN OF MOUNTAIN VILLAGE.

13. CONTRACTOR SHALL NOTIFY ALL RESIDENTS IN WRITING 24 HOURS PRIOR TO ANY SHUT-OFF IN SERVICE. THE NOTICES MUST HAVE CONTRACTOR'S PHONE NUMBER AND NAME OF CONTACT PERSON, AND EMERGENCY PHONE NUMBER FOR AFTER HOURS CALLS. ALL SHUT-OFFS MUST BE APPROVED BY THE TOWN AND TOWN VALVES AND APPURTENANCES SHALL BE OPERATED BY TOWN PERSONNEL.

14. CONTRACTOR SHALL KEEP SITE CLEAN AND LITTER FREE (INCLUDING CIGARETTE BUTTS) BY PROVIDING A CONSTRUCTION DEBRIS TRASH CONTAINER AND A BEAR-PROOF POLY-CART TRASH CONTAINER, WHICH IS TO BE LOCKED AT ALL TIMES.

15. CONTRACTOR MUST BE AWARE OF ALL TREES TO REMAIN PER THE DESIGN AND APPROVAL PROCESS AND PROTECT THEM ACCORDINGLY.

16. THE CONTRACTOR SHALL PROVIDE UNDERGROUND UTILITY AS-BUILTS TO THE TOWN.

17. ALL STRUCTURAL FILL UNDER HARDSCAPE OR ROADS MUST BE COMPACTED TO 95% MODIFIED PROCTOR (MIN.) AT PLUS OR MINUS 2% OF THE OPTIMUM MOISTURE CONTENT. NON-STRUCTURAL FILL SHALL BE PLACED AT 90% (MIN.) MODIFIED PROCTOR.

18. UNSUITABLE MATERIAL SHALL BE REMOVED AS REQUIRED BY THE SOILS ENGINEER. ALL MATERIALS SUCH AS LUMBER, LOGS, BRUSH, TOPSOIL OR ORGANIC MATERIALS OR RUBBISH SHALL BE REMOVED FROM ALL AREAS TO RECEIVE COMPACTED FILL.

19. NO MATERIAL SHALL BE COMPACTED WHEN FROZEN.

20. NATIVE TOPSOIL SHALL BE STOCKPILED TO THE EXTENT FEASIBLE ON THE SITE FOR USE ON AREAS TO BE REVEGETATED.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST ABATEMENT AND EROSION CONTROL MEASURES DEEMED NECESSARY BY THE TOWN, IF CONDITIONS WARRANT THEM.

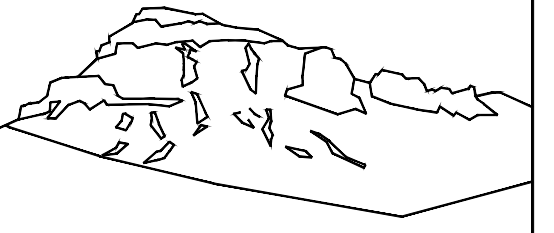
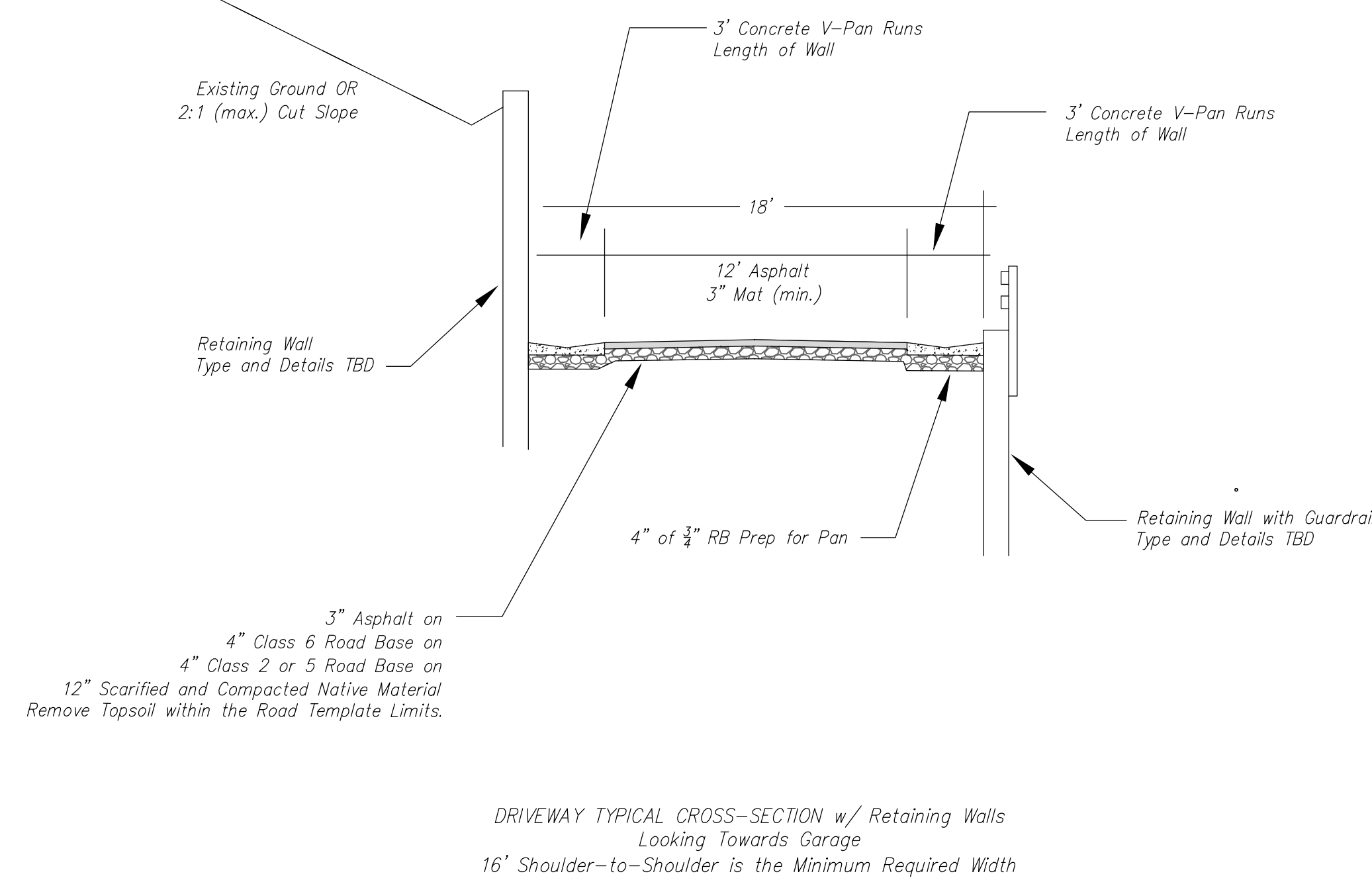
22. ALL DISTURBED GROUND SHALL BE RE-SEEDED WITH A TOWN-APPROVED SEED MIX. REFER TO THE LANDSCAPE PLAN.

23. THE CONTRACTOR IS REQUIRED TO PROTECT ALL EXISTING SURVEY MONUMENTS AND PROPERTY CORNERS DURING GRADING AND CONSTRUCTION.

24. ALL UNDERGROUND PIPE SHALL BE PROTECTED WITH BEDDING TO PROTECT THE PIPE FROM BEING DAMAGED.

25. HOT TUBS SHALL DRAIN TO THE SANITARY SEWER (OR PUMPED TO AA CLEAN-OUT).

26. THE UTILITY PLAN DEPICTS FINAL UTILITY LOCATIONS BUT HAS BEEN COMPLETED AT A PRELIMINARY STAGE. CONTRACTOR SHALL VERIFY ALIGNMENTS WITH THE ARCHITECT PRIOR TO CONSTRUCTION.



**Uncompahgre  
Engineering, LLC**

P.O. Box 3945  
Telluride, CO 81435  
970-729-0683

## SUBMISSIONS:

DRB 2022-02-21

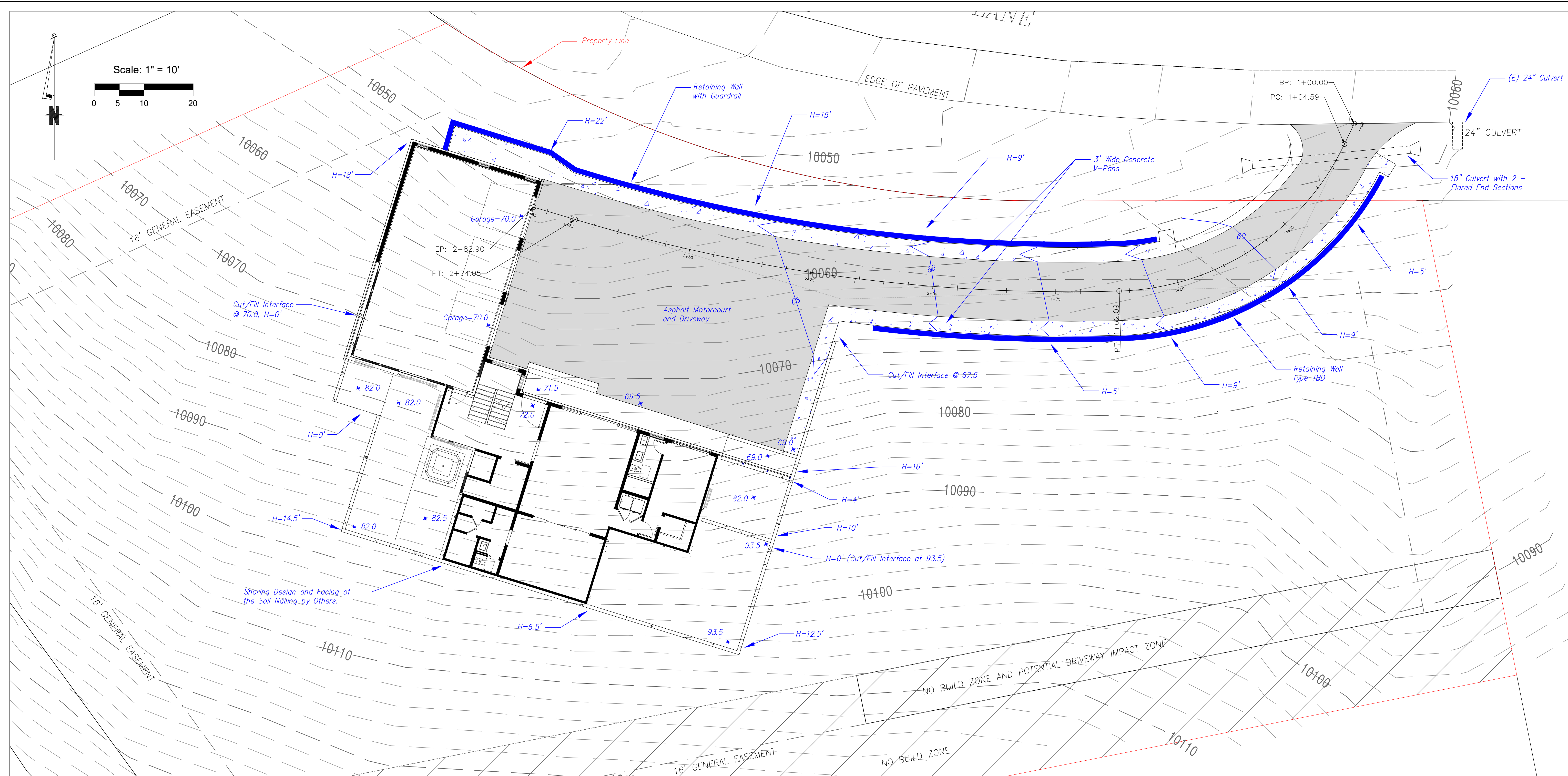
Greer Residence  
Lot 927R  
Sundance Lane  
Mtn. Village, CO



CONTRACTOR TO REVIEW AND COMPARE ALL CHAPTERS AND INTERDISCIPLINARY DRAWINGS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO ANY FIELD WORK BEING DONE IN ACCORDANCE WITH AIA DOCUMENT A201

Notes

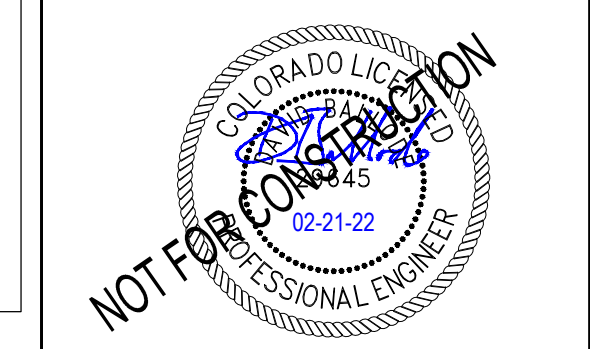
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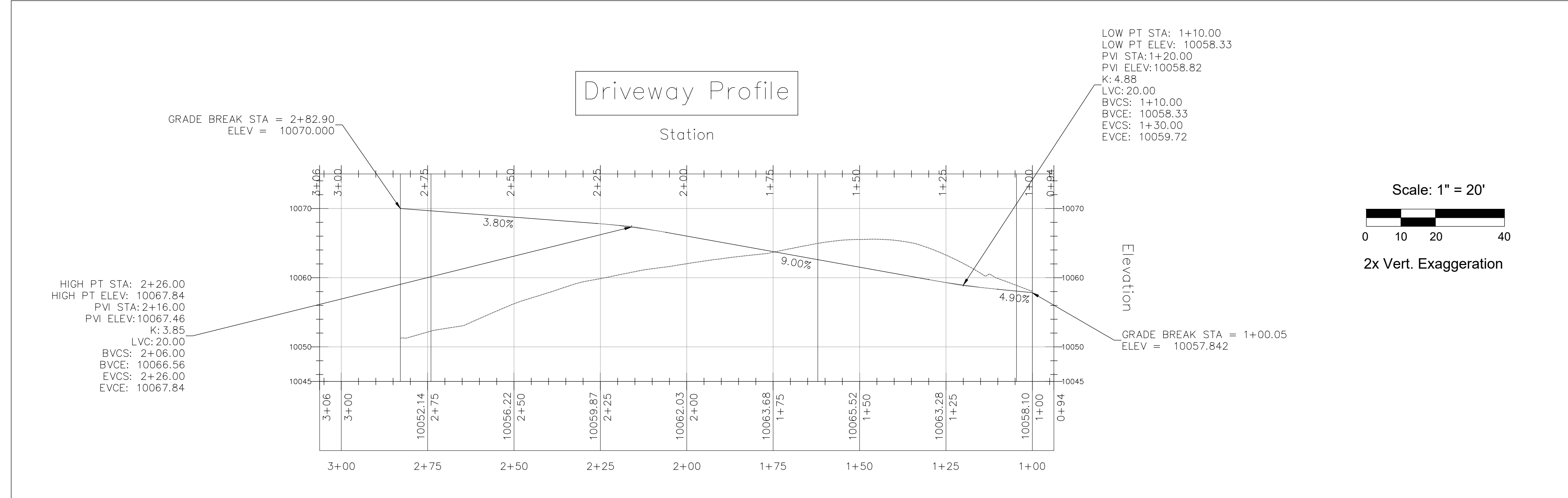
Uncompahgre Engineering, LLC  
 P.O. Box 3945  
 Telluride, CO 81435  
 970-729-0683

SUBMISSIONS:  
 DRB 2022-02-21

Greer Residence  
 Lot 927R  
 Sundance Lane  
 Mtn. Village, CO

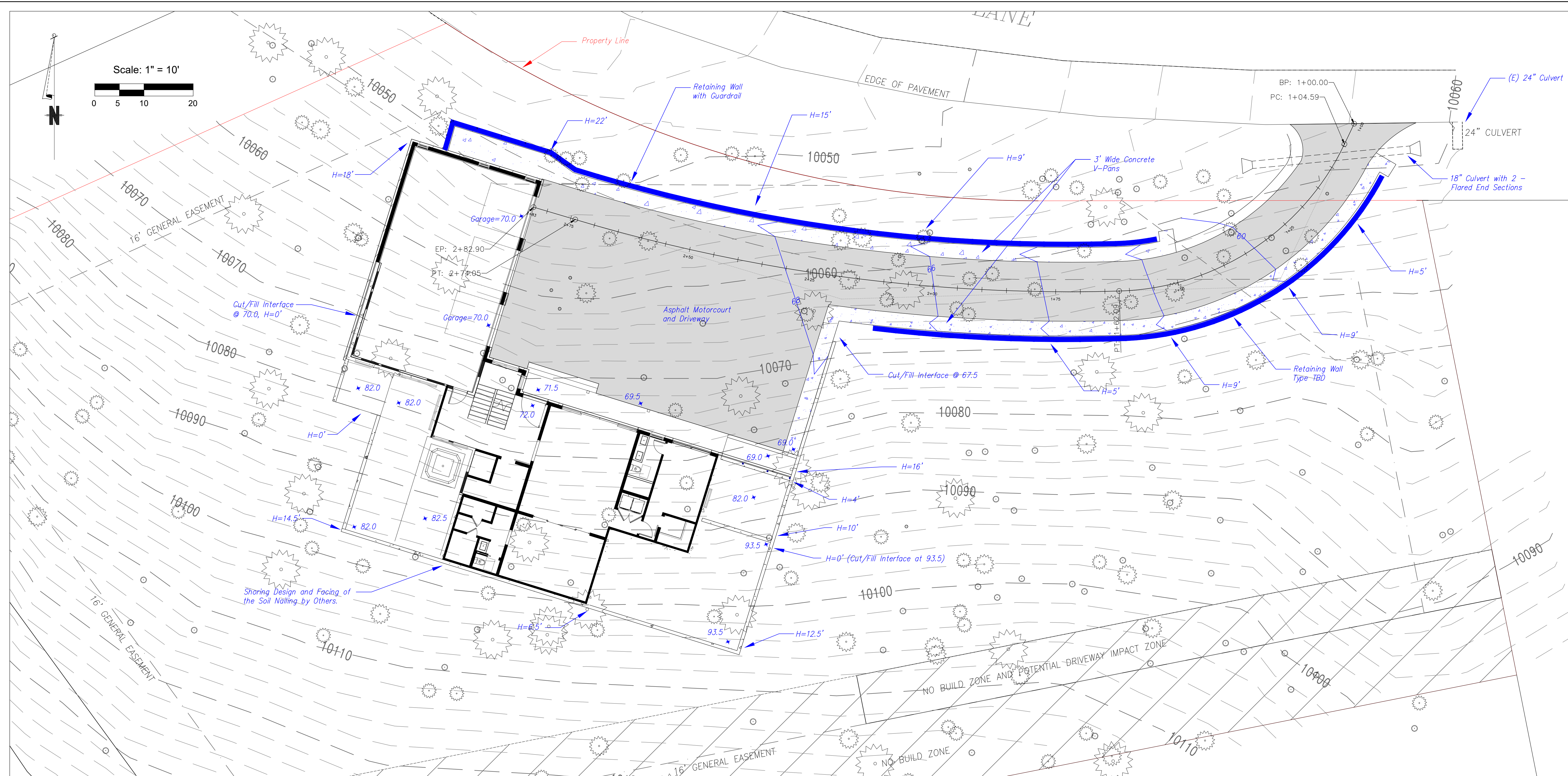


CONTRACTOR TO REVIEW AND COMPARE ALL CHAPTERS AND INTERDISCIPLINARY DRAWINGS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO ANY FIELD WORK BEING DONE IN ACCORDANCE WITH AIA DOCUMENT A201



Site Grading  
 without  
 Trees  
 Displayed

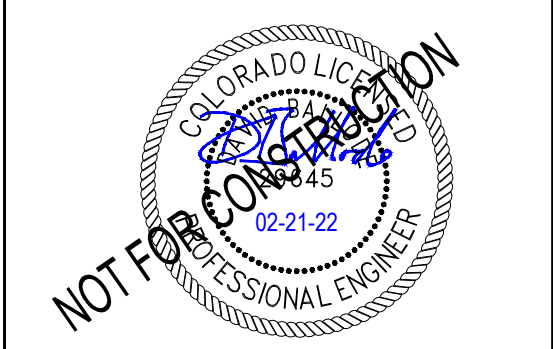
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Uncompahgre Engineering, LLC  
 P.O. Box 3945  
 Telluride, CO 81435  
 970-729-0683

SUBMISSIONS:  
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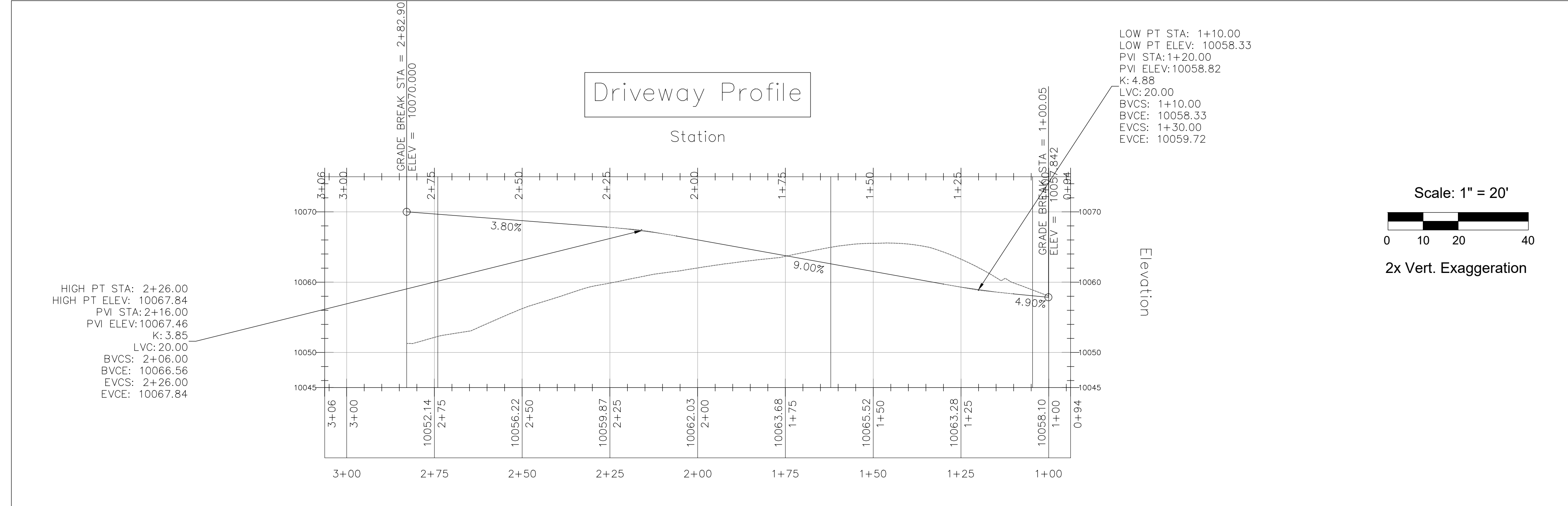
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 Lot 927R  
 Sundance Lane  
 Mtn. Village, CO



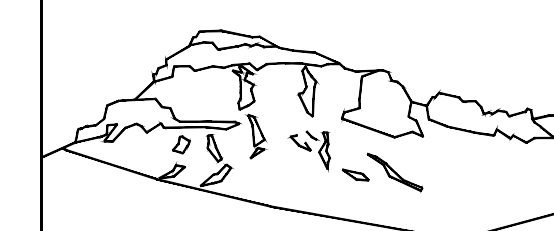
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Site Grading  
 with  
 Trees  
 Displayed

C2.2



Scale: 1" = 20'  
 2x Vert. Exaggeration

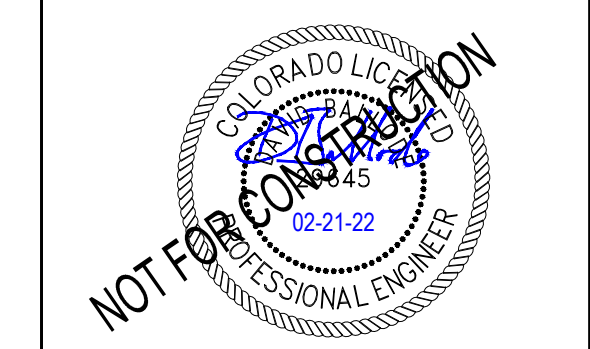


Uncompahgre Engineering, LLC

P.O. Box 3945  
Telluride, CO 81435  
970-729-0683

SUBMISSIONS:  
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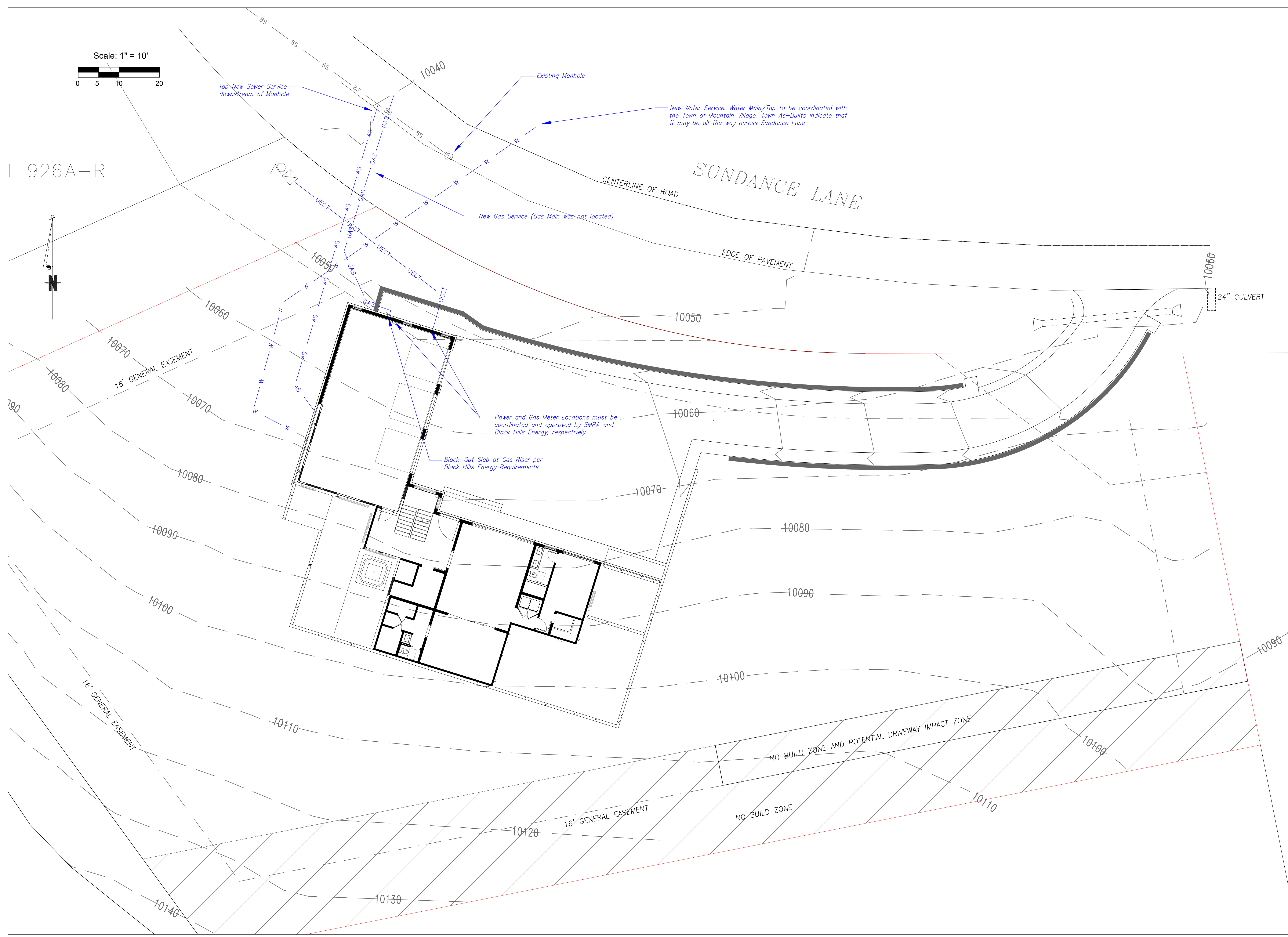
Greer Residence  
Lot 927R  
Sundance Lane  
Mtn. Village, CO



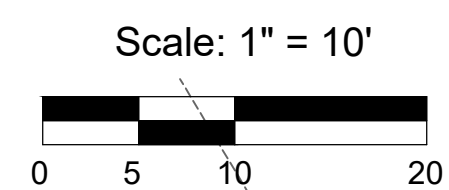
CONTRACTOR TO REVIEW AND COMPARE ALL CHAPTERS AND INTERDISCIPLINARY DRAWINGS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO ANY FIELD WORK BEING DONE IN ACCORDANCE WITH AIA DOCUMENT A201

Utilities

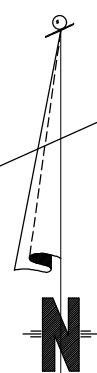
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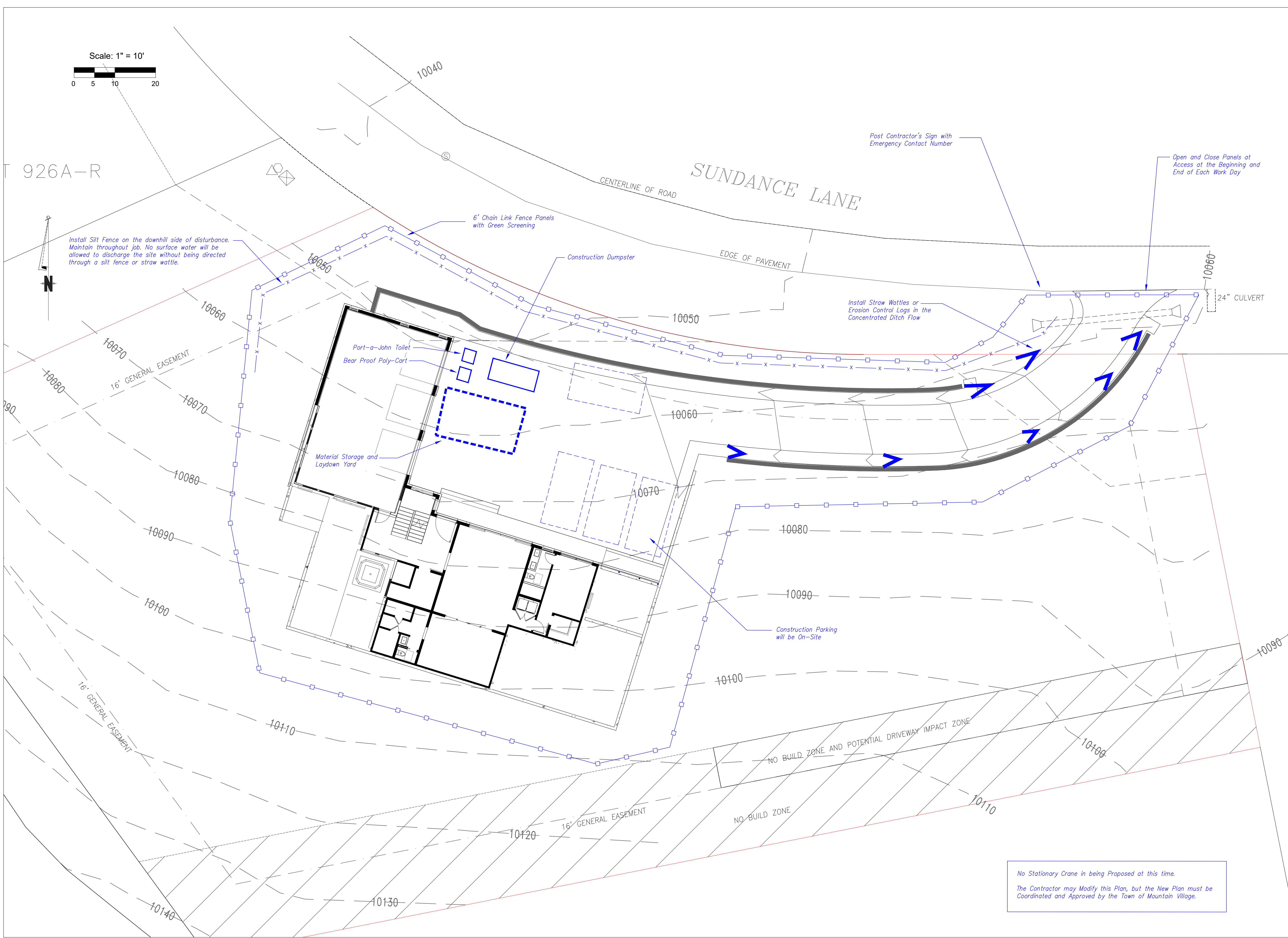




T 926A-R



Install Silt Fence on the downhill side of disturbance. Maintain throughout job. No surface water will be allowed to discharge the site without being directed through a silt fence or straw wattle.



Post Contractor's Sign with Emergency Contact Number

Open and Close Panels at Access at the Beginning and End of Each Work Day

6' Chain Link Fence Panels with Green Screening

Construction Dumpster

Install Straw Wattles or Erosion Control Logs in the Concentrated Ditch Flow

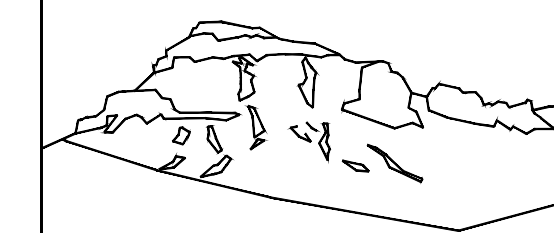
Port-a-John Toilet

Bear Proof Poly-Cart

Material Storage and Laydown Yard

Construction Parking will be On-Site

No Stationary Crane in being Proposed at this time.  
The Contractor may Modify this Plan, but the New Plan must be Coordinated and Approved by the Town of Mountain Village.



Uncompahgre Engineering, LLC

P.O. Box 3945  
Telluride, CO 81435  
970-729-0683

SUBMISSIONS:  
DRB 2022-02-21

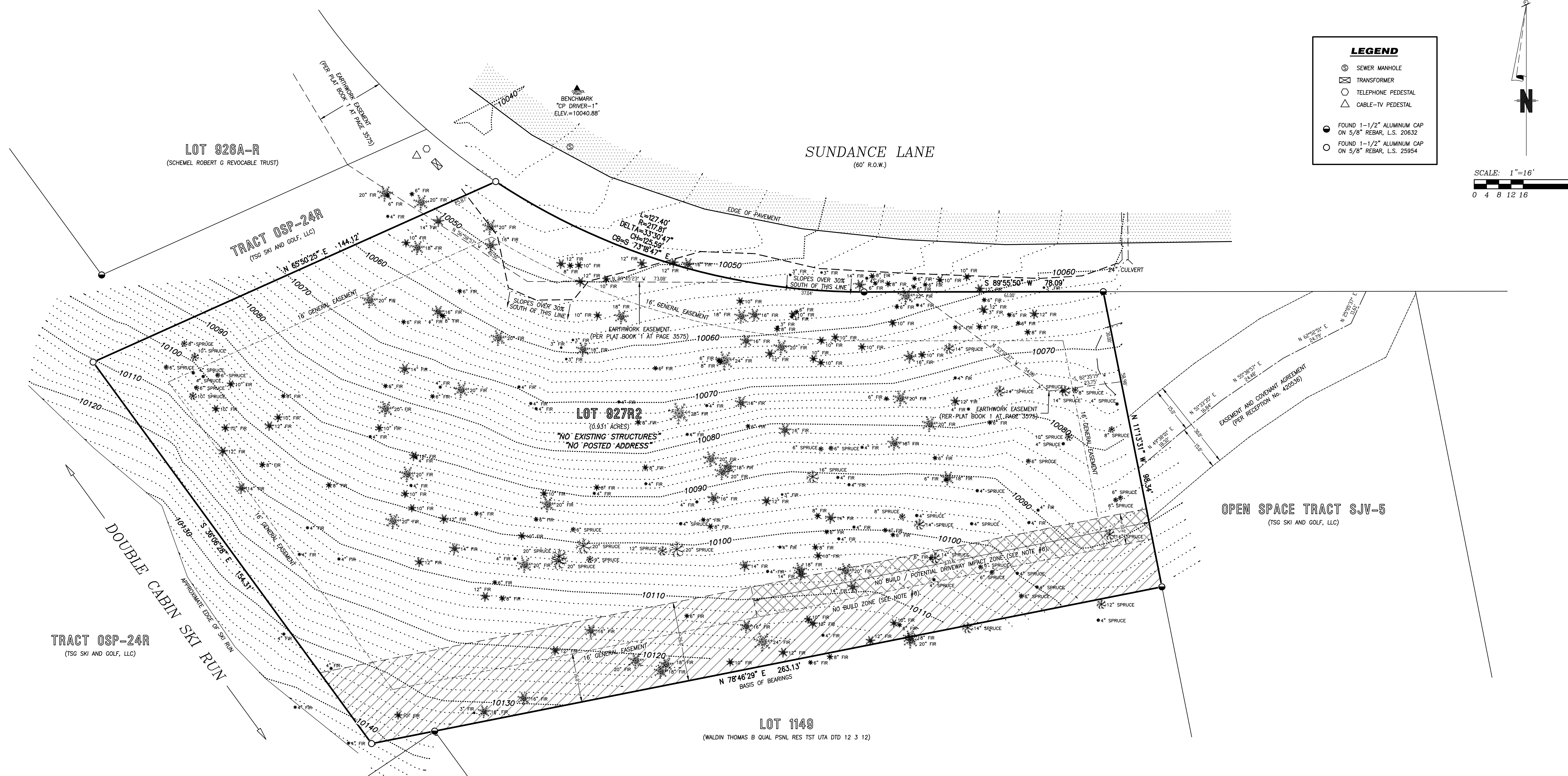
Greer Residence  
Lot 927R  
Sundance Lane  
Mtn. Village, CO



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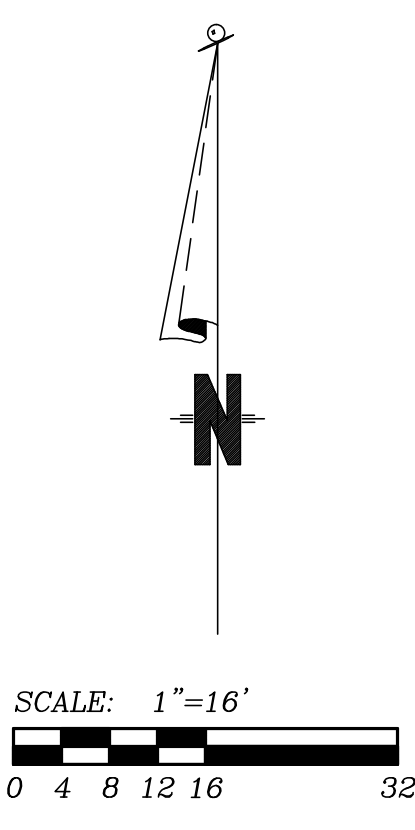
Construction Mitigation

C4



**LEGEND**

- ⊙ SEWER MANHOLE
- ⊠ TRANSFORMER
- TELEPHONE PEDESTAL
- △ CABLE-TV PEDESTAL
- FOUND 1-1/2" ALUMINUM CAP ON 5/8" REBAR, L.S. 20632
- FOUND 1-1/2" ALUMINUM CAP ON 5/8" REBAR, L.S. 25954



**LOT 927R2**  
 (0.431 ACRES)  
 "NO EXISTING STRUCTURES"  
 "NO POSTED ADDRESS"

**LOT 1149**  
 (WALDIN THOMAS B QUAL PSNL RES TST UTA DTD 12 3 12)

This Existing Conditions Plan of Lot 927R2, Town of Mountain Village, was prepared in July, 2007 and updated in September, 2021 under the direct responsibility, supervision and checking of Jeffrey C. Haskell of Foley Associates, Inc., being a Colorado Licensed Surveyor. It does not constitute a Land Survey Plat or Improvement Survey Plat as defined by section 38-51-102 C.R.S.



P.L.S. NO. 37970 \_\_\_\_\_ Date

**LEGAL DESCRIPTION:**  
 LOT 927R2, TOWN OF MOUNTAIN VILLAGE, ACCORDING TO THE REPLAT OF LOT 927R AND TRACT OSP-24 RECORDED DECEMBER 1, 2005 IN PLAT BOOK 1 AT PAGE 3575,  
 COUNTY OF SAN MIGUEL, STATE OF COLORADO.

- NOTES:**
1. Easement research and legal description from Land Title Guarantee Company, Order No. TLR86011898, dated July 28, 2021 at 5:00 P.M.
  2. According to FEMA Flood Insurance Rate Map 08113C0300-C, dated September 30, 1988, this parcel is within Zone X; Areas determined to be outside 500-year flood plain.
  3. BASIS OF BEARINGS: Found monuments along the southern boundary of Lot 927R2, as shown hereon, assumed to have the record bearing of N 78°46'29" E according to Plat Book 1 at page 3575.
  4. Benchmark: Control Point "CP MAG-2", as shown hereon, with an elevation of 10,040.88 feet.
  5. Contour interval is two feet.
  6. There exists a Declaration of Building Covenant Agreement per Reception No. 379731.

- NOTES (cont.):**
7. Only trees 3" or greater in diameter were located as part of this survey.
  8. Slopes 30% or greater are shown hereon.
  9. Foley Associates, Inc. is not aware of any underground utilities located on this lot, but utility locates were not performed as part of this survey. Utility locates should be performed by respective providers before any construction.
  10. Foley Associates, Inc. is not aware of any wetlands located on this lot, but a wetland delineation was not performed as part of this survey.
  11. 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.

**Existing Conditions Plan**

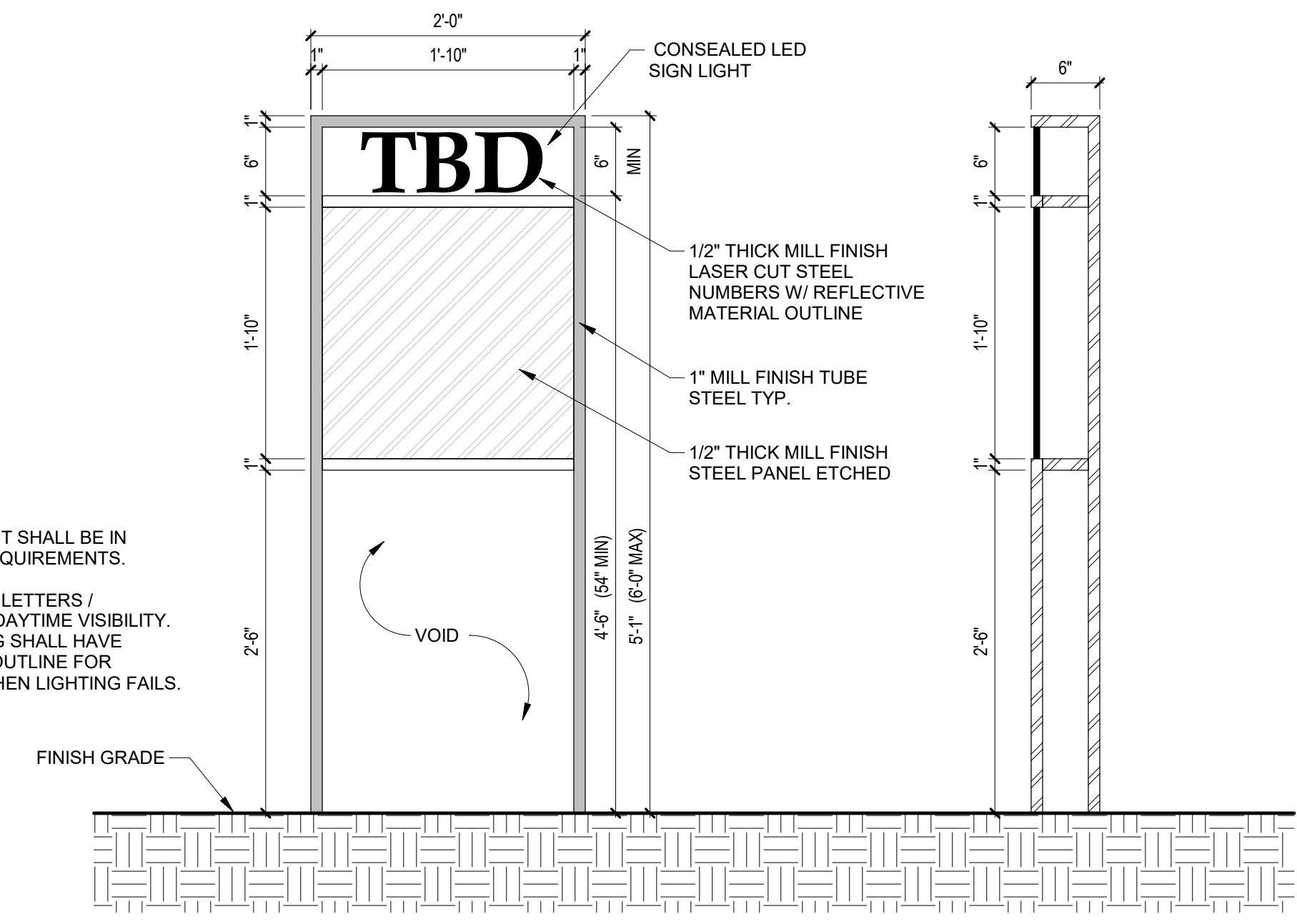
Lot 927R2, Town of Mountain Village, located within Section 10, T.42N., R.9W., N.M.P.M., San Miguel County, Colorado

Project Mgr:	JH	Rev.	description	date	by
Technician:	MC / FO				
Checked by:					
Start date:	09/30/2021				



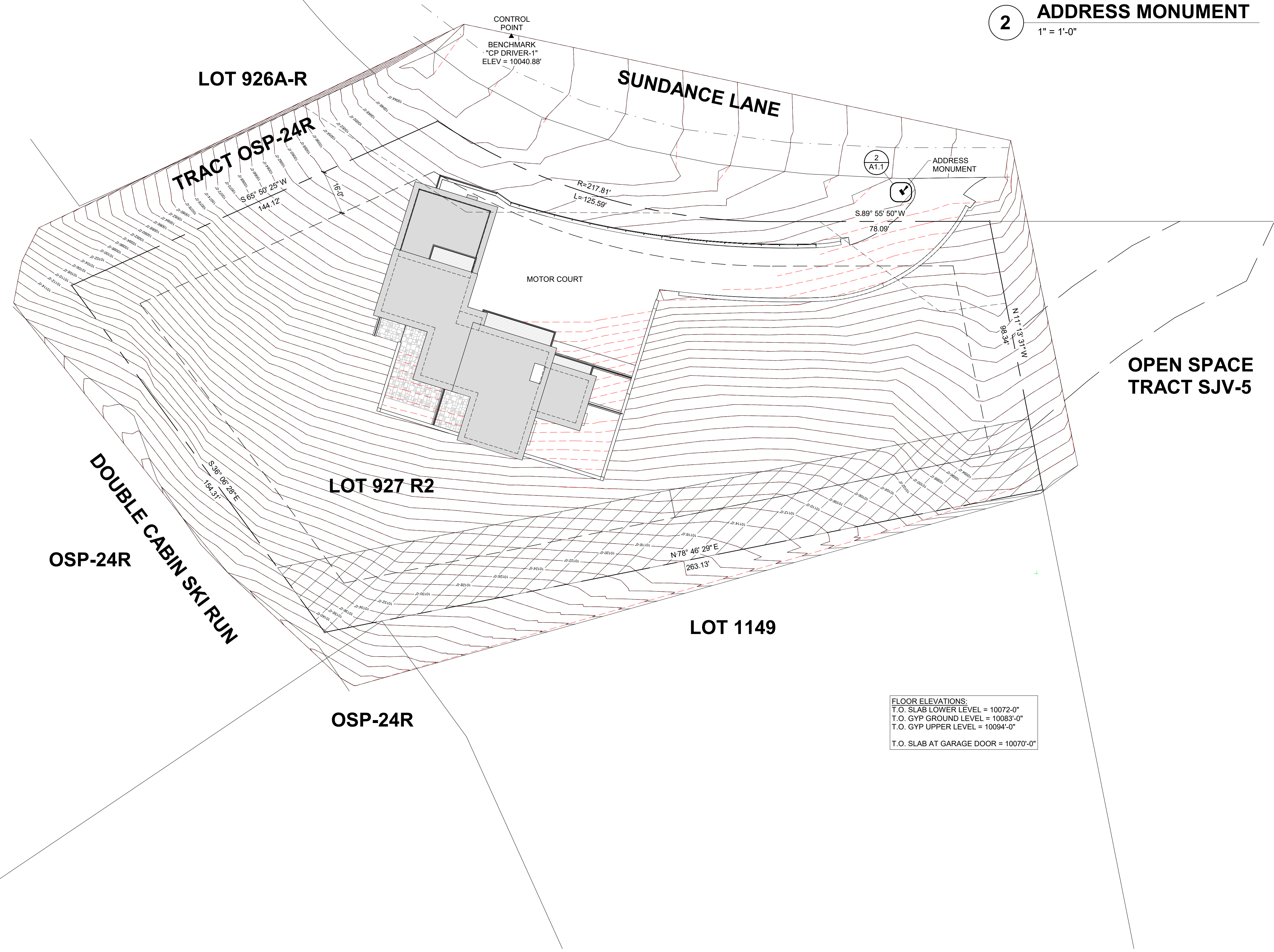
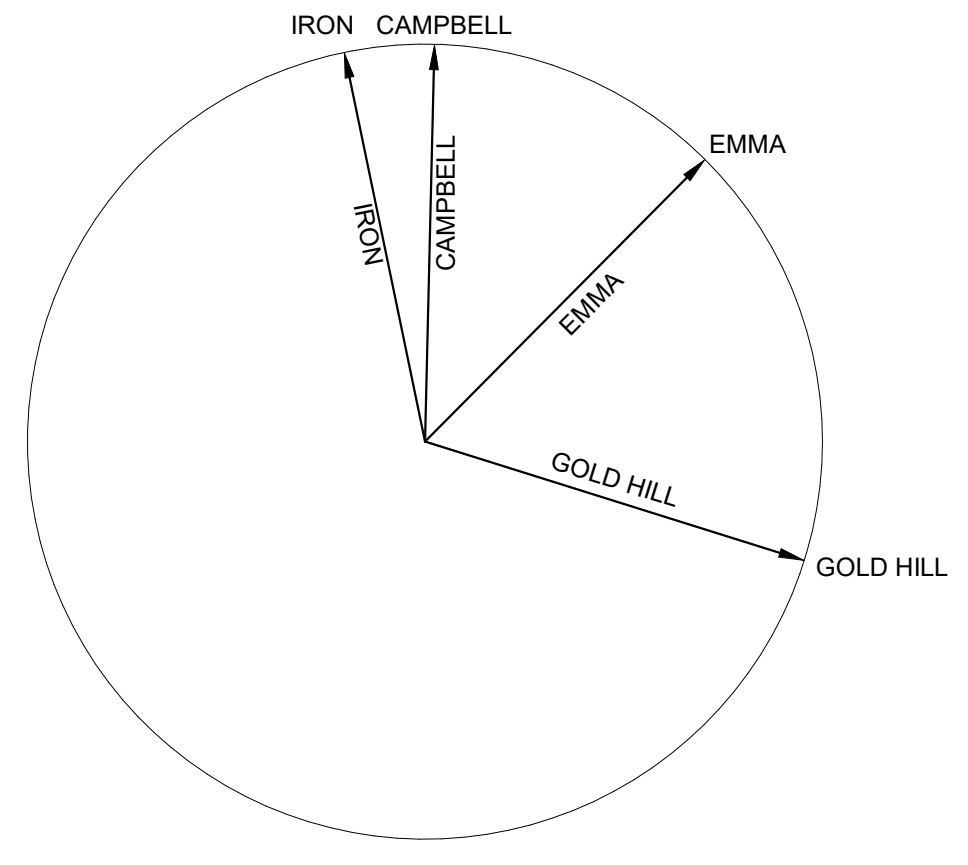
970-728-6153 970-728-6050 fax  
 P.O. BOX 1385  
 125 W. PACIFIC, SUITE B-1  
 TELLURIDE, COLORADO 81435

F:\014\Jobs\03140\03140.dwg (3/14/2022 12:16:25 PM, PCS)



NOTE: ADDRESS MONUMENT SHALL BE IN ACCORDANCE WITH CDC REQUIREMENTS.  
 1. PROVIDE CONTRASTING LETTERS / NUMBERS TO IMPROVE DAYTIME VISIBILITY.  
 2. LETTERING / NUMBERING SHALL HAVE REFLECTIVE MATERIAL OUTLINE FOR NIGHTTIME VISIBILITY WHEN LIGHTING FAILS.

**2 ADDRESS MONUMENT**  
 1" = 1'-0"



FLOOR ELEVATIONS:  
 T.O. SLAB LOWER LEVEL = 10072'-0"  
 T.O. GYP GROUND LEVEL = 10083'-0"  
 T.O. GYP UPPER LEVEL = 10094'-0"  
 T.O. SLAB AT GARAGE DOOR = 10070'-0"

**1 ARCHITECTURAL SITE PLAN**  
 1" = 20'-0"



GREER RESIDENCE

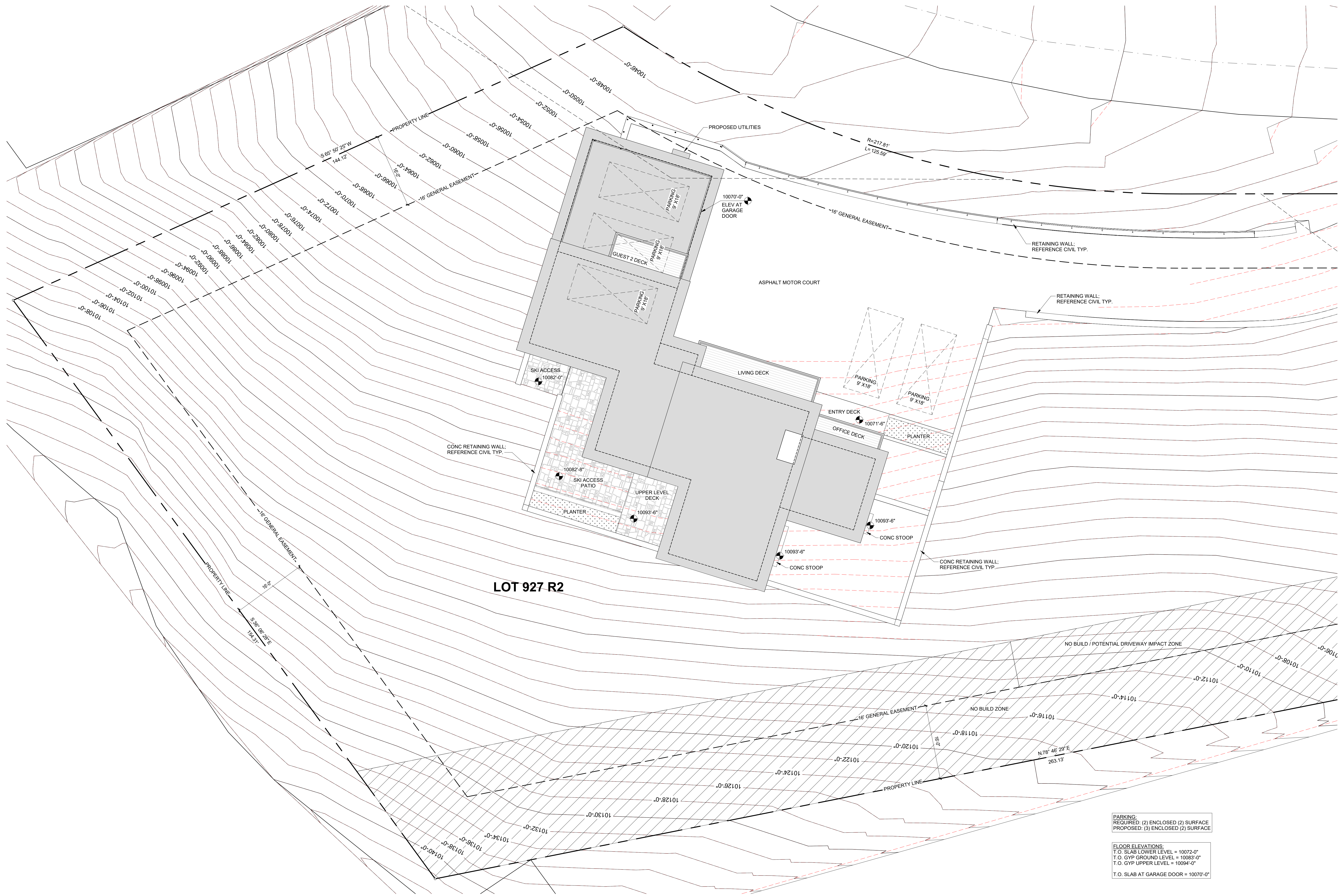
ARCHITECTURAL  
 SITE PLAN

SHEET NUMBER

**A1.1**

LOT 927 R2 SUNDANCE LANE, TELLURIDE, CO 81435  
 LOT 927R2 ACC TO REPLAT OF LOT 927R REC 12 02 2005 PL BK 1 PG 3575 THRU 3577 RECEIPT 379914 CONT. 931 ACRES BLDG COVENANT AGREEMENT JULY 2005

NOT FOR CONSTRUCTION



**PARKING:**  
 REQUIRED: (2) ENCLOSED (2) SURFACE  
 PROPOSED: (3) ENCLOSED (2) SURFACE

**FLOOR ELEVATIONS:**  
 T.O. SLAB LOWER LEVEL = 10072'-0"  
 T.O. GYP GROUND LEVEL = 10083'-0"  
 T.O. GYP UPPER LEVEL = 10084'-0"  
 T.O. SLAB AT GARAGE DOOR = 10070'-0"

**GREER RESIDENCE**

BUILDING SITE PLAN

SHEET NUMBER

**A1.2**

LOT 927 R2 SUNDANCE LANE, TELLURIDE, CO 81435  
 LOT 927R2 ACC TO REPLAT OF LOT 927R REC 12 02 2005 PL BK 1 PG 3575 THRU 3577 RECEIPT 379914 CONT. 931 ACRES BLDG COVENANT AGREEMENT JULY 2005

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PLANT SCHEDULE			
BOTANICAL NAME	COMMON NAME	SIZE	QTY
POPULUS TREMULOIDES	QUAKING ASPEN	3" CAL. DBH	17
PICEA PUNGENS	SPRUCE	8-10 FT IN HT W/ 30% 10 FT OR LARGER	N/A
SHRUBS		5 GAL.	N/A
PERENNIALS - BED A			58 SF
PERENNIALS - BED B			69 SF

WATER USAGE CHART			
TYPE	MONTHLY USE	TOTAL #	TOTAL MONTHLY USAGE
REVEGETATION	2 GAL / S.F.	5,934	11,868 (FIRST SEASON)
PERENNIALS	2.5 GAL / S.F.	127	317.5
ASPENS	10 GAL / EA	17	170
SPRUCE	10 GAL / EA	N/A	N/A
NATIVE SHRUBS	2 GAL / EA	N/A	N/A
COMPLETE MONTHLY USAGE (FOR ESTABLISHMENT)			12,185.5 GAL
			(POST ESTABLISHMENT) 487.5 GAL

- IRRIGATION NOTES**
- TAP WITH RAINBIRD PVB-075 BACKFLOW PREVENTER.
  - RAINBIRD RCM-12 ELECTROMECHANICAL CONTROLLER.
  - 1.5" WILKINS MODEL 500 PRESSURE REGULATOR.
  - RAINBIRD 150-PEB 1.5" ELECTRIC REMOTE CONTROL VALVE.
  - CLASS 200 PVC MAINLINE 1 1/2".
  - 1" 80NSF POLYLATERAL LINE.
  - WATER SENSOR BY RAINBIRD.

IRRIGATION SCHEDULE			
ZONE	LOCATION	HEAD	GPM
1	ASPEN TREES	DRIP EMITTERS	-
1	EVERGREEN TREES	DRIP EMITTERS	-
2	SHRUBS	DRIP EMITTERS	-
3	PERENNIALS SOUTH	1806 POP UPS	-
4	REVEGETATION AREAS	ROTORS	24

**GENERAL NOTES:**

- ALL TREES AND SHRUBS TO BE LOCATED BY PROJECT ARCHITECT / OWNER.
- ALL TREES AND SHRUBS SHALL BE BACKED FILLED WITH A TOPSOIL / ORGANIC FERTILIZER MIXTURE AT A 2:1 RATIO.
- NECESSARY TREES SHALL BE STAKED WITH 4" METAL POSTS. TREES SHALL BE GUYED WITH 12 GAUGE GALVANIZED WIRE AND POLYPROPYLENE TREE RACE STRIPS.
- PERENNIAL PLANTING BEDS SHALL BE TILLED 6" DEPTH AND AMENDED WITH TOPSOIL AND ORGANIC FERTILIZER AT A 2:1 RATIO.
- SEE PLANTING DETAILS FOR ALL DECIDUOUS AND EVERGREEN TREES.
- MULCH ALL PERENNIAL BEDS WITH A PINE BARK SOIL CONDITIONER BY SOUTHWEST IMPORTERS; SHREDDED CEDAR BARK.
- ALL PLANT MATERIAL TO MEET THE AMERICAN STANDARD FOR NURSERY STOCK.
- LANDSCAPING AND TREE REMOVAL SHALL BE IN ACCORDANCE WITH CDC 17.5.9 LANDSCAPING REGULATIONS AND CDC 17.6.1 ENVIRONMENTAL REGULATIONS.

**NOXIOUS WEEDS:**

- ALL PLANTED MATERIALS INCLUDING SEEDS, SHALL BE NON NOXIOUS SPECIES AS SPECIFIED IN THE NOXIOUS WEED CDC TABLE 5-5 OR SUBSEQUENTLY DESIGNATED AS A NOXIOUS WEED BY THE STATE OF COLORADO, OR THE TOWN.

**LANDSCAPE MAINTENANCE NOTES:**

- TURF SHALL BE AERATED 2 TO 3 TIMES PER YEAR TO INCREASE THE WATER ABSORPTION RATE. NECESSARY ORGANIC FERTILIZATION AND AMENDMENT SHALL BE INCORPORATED AT THE SAME TIME.
- NECESSARY ORGANIC FERTILIZERS AND AMENDMENT SHALL BE ADDED TO PERENNIAL BEDS SEASONALLY ALONG WITH MULCH.
- ALL SHRUBS IN SNOW SHED AREAS TO BE CUT BACK IN FALL TO 12"-18" IN HEIGHT.
- IRRIGATION SYSTEM TO BE BLOWN OUT BY OCTOBER 31ST EACH FALL AND TURNED ON BY JUNE 1ST EACH SPRING.

**REVEGETATION NOTES:**

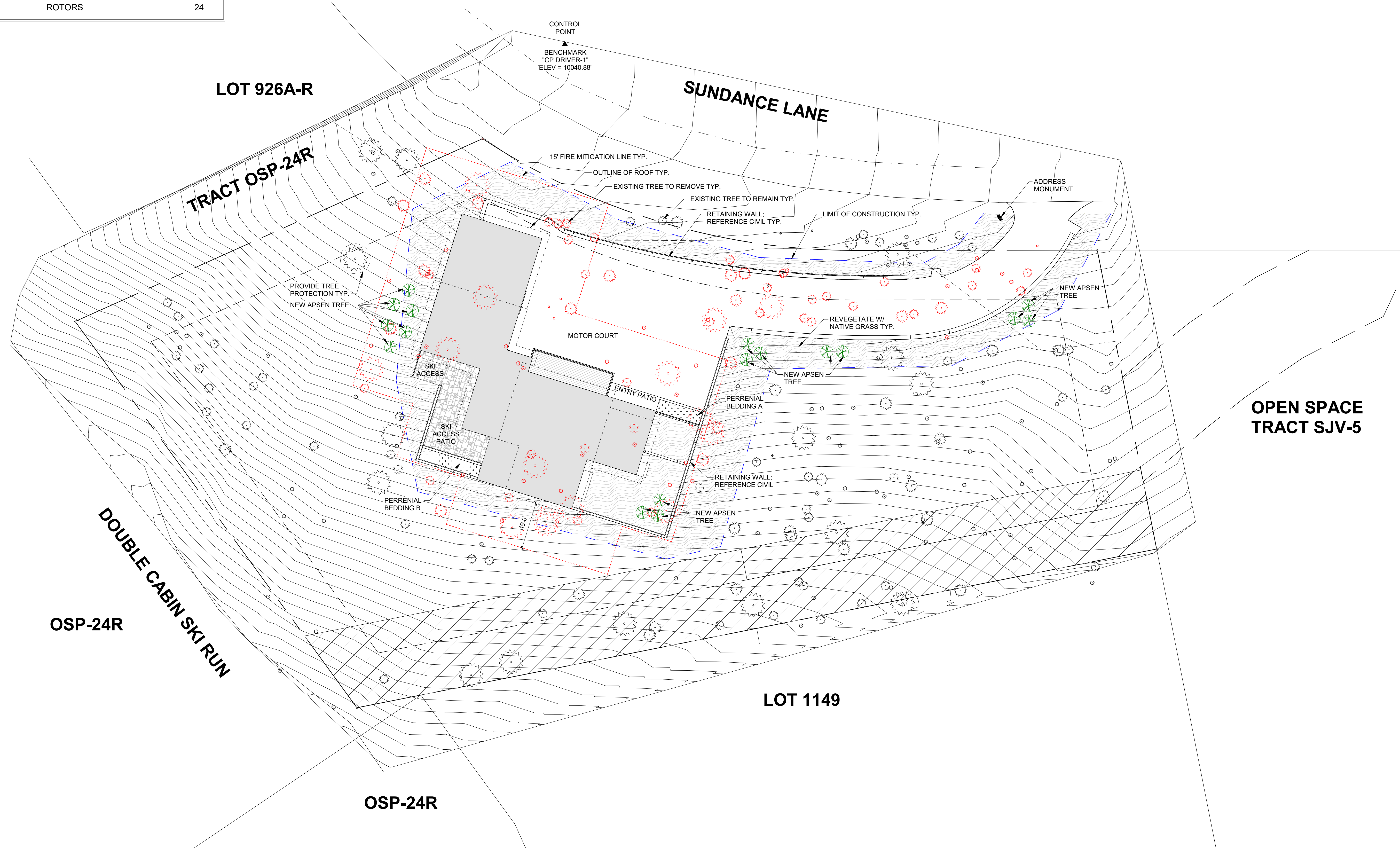
- SUBSOIL SURFACE SHALL BE TILLED TO A 4" DEPTH ON NON FILL AREAS.
- TOPSOIL SHALL BE SPREAD AT A MINIMUM DEPTH OF 4" OVER ALL AREAS TO BE REEMITTED (EXCEPT ON SLOPES GREATER THAN 3:1) AND AMENDMENTS ROTOTILLED AT A RATE OF THREE CUBIC YARDS PER THOUSAND SQUARE FEET.
- BROADCASTING OF SEED SHALL BE DONE IMMEDIATELY AFTER TOPSOIL IS APPLIED (WITHIN 10 DAYS) TO MINIMIZE EROSION AND WEEDS.
- AREAS WHICH HAVE BEEN COMPACTED OR ARE RELATIVELY UNDISTURBED NEEDING SEEDING, SHALL BE SCARIFIED BEFORE BROADCASTING OF SEED.
- BROADCASTING WITH SPECIFIED SEED MIX AND FOLLOW WITH DRY MULCHING. STRAW OR HAY SHALL BE UNIFORMLY APPLIED OVER SEEDED AREA AT A RATE OF 1.5 TONS PER ACRE FOR HAY OR 2 TONS PER ACRE FOR STRAW, CRIMP IN.
- ON SLOPES GREATER THAN 3:1 EROSION CONTROL BLANKET SHALL BE APPLIED IN PLACE OF STRAW MULCH AND PINNED.
- ALL UTILITY CUTS SHALL BE REVEGETATED WITHIN TWO WEEKS AFTER INSTALLATION OF UTILITIES TO PREVENT WEED INFESTATION.
- SEED ALL AREAS LABELED NATIVE GRASS SEED WITH THE FOLLOWING MIXTURE AT A RATE OF 12 LBS. PER ACRE.

SPECIES	PURE LIVE SEED PER ACRE
WESTERN YARROW	5%
TALL FESCUE	10%
ARIZONA FESCUE	5%
HARD FESCUE	5%
CREeping RED FESCUE	10%
ALPINE BLUEGRASS	15%
CANADA BLUEGRASS	10%
PERENNIAL RYEGRASS	15%
SLENDER WHEATGRASS	10%
MOUNTAIN BROME	15%

**LEGEND**

	CONCRETE PAVERS		INDIGENOUS SHRUBS
	WILDFIRE MITIGATION BOUNDARY		EXISTING ASPEN TREE
	LIMIT OF DISTURBANCE AND FENCING		EXISTING ASPEN TREE TO BE REMOVED
	TREE PROTECTION FENCING		NEW ASPEN TREE
	REVEGETATE W/ NATIVE GRASS		EXISTING EVERGREEN TREE
	DISTURBED AREAS		EXISTING EVERGREEN TREE TO BE REMOVED
	MULCH LANDSCAPE BEDDING		NEW EVERGREEN TREE
	PERENNIAL BEDDING		
	FLAGSTONE		
	STONE PAVER		
	SNOW MELT AREAS		

**NOTE:**  
ALL EXISTING TREES TO BE PROTECTED THROUGHOUT CONSTRUCTION.



**SHIFT** ARCHITECTS

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PROJECT ISSUE DATE:  
02.21.22 DRB PRELIMINARY  
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REVISIONS  
NO. DATE DESC.

GREER RESIDENCE  
 LOT 927 R2 SUNDANCE LANE, TELLURIDE, CO 81435  
 LOT 927R2 ACC TO REPLAT OF LOT 927R REC 12 02 2005 PL BK 1 PG 3575 THRU 3577 RECEIPT 379914 CONT. 931 ACRES BLDG COVENANT AGREEMENT JULY 2005

LANDSCAPE PLAN

SHEET NUMBER

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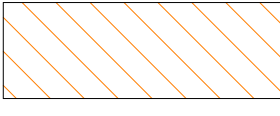
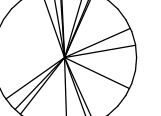
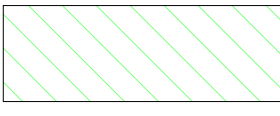

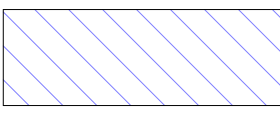
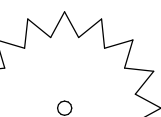
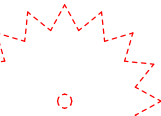
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**1** LANDSCAPE PLAN

1/16" = 1'-0"

### FIRE MITIGATION LEGEND

	ZONE 1 - REMOVE ALL SHRUBS, TREES, SLASH AND FLAMMABLE VEGETATION		EXISTING ASPEN TREE
	ZONE 2 - 10' CROWN TO CROWN SEPARATION, PRUNE BRANCHES TO A HEIGHT OF 10' FROM GROUND		EXISTING ASPEN TREE TO BE REMOVED
	ZONE 3 - REMOVE ALL DISEASED, DEAD OR DYING TREES		EXISTING EVERGREEN TREE
			EXISTING EVERGREEN TREE TO BE REMOVED

- ALL DEVELOPMENT SHALL COMPLY WITH CDC 17.6.1 ENVIRONMENTAL REGULATIONS. ADDITIONAL TREE CLEARING WILL BE DONE PER FIRE MITIGATION REQUIREMENTS.
- CONSISTANT WITH 2018 IRC SECTION R101.4.1 APPENDAGES AND PROJECTIONS: UNENCLOSED ACCESSORY STRUCTURES ATTACHED TO BUILDINGS WITH HABITABLE SPACES AND PROJECTIONS, SUCH AS DECKS, SHALL BE CONSTRUCTED AS EITHER NON-COMBUSTIBLE, HEAVY TIMBER OR EXTERIOR GRADE IGNITION RESISTANT MATERIALS SUCH AS THOSE LISTED AS WUIC (WILDLAND URBAN INTERFACE CODE) APPROVED PRODUCTS.
- CONTRACTOR TO SET UP A MEETING WITH TOWN FORESTER ON ZONE 2 REQUIREMENTS PRIOR TO C.O.



GREER RESIDENCE

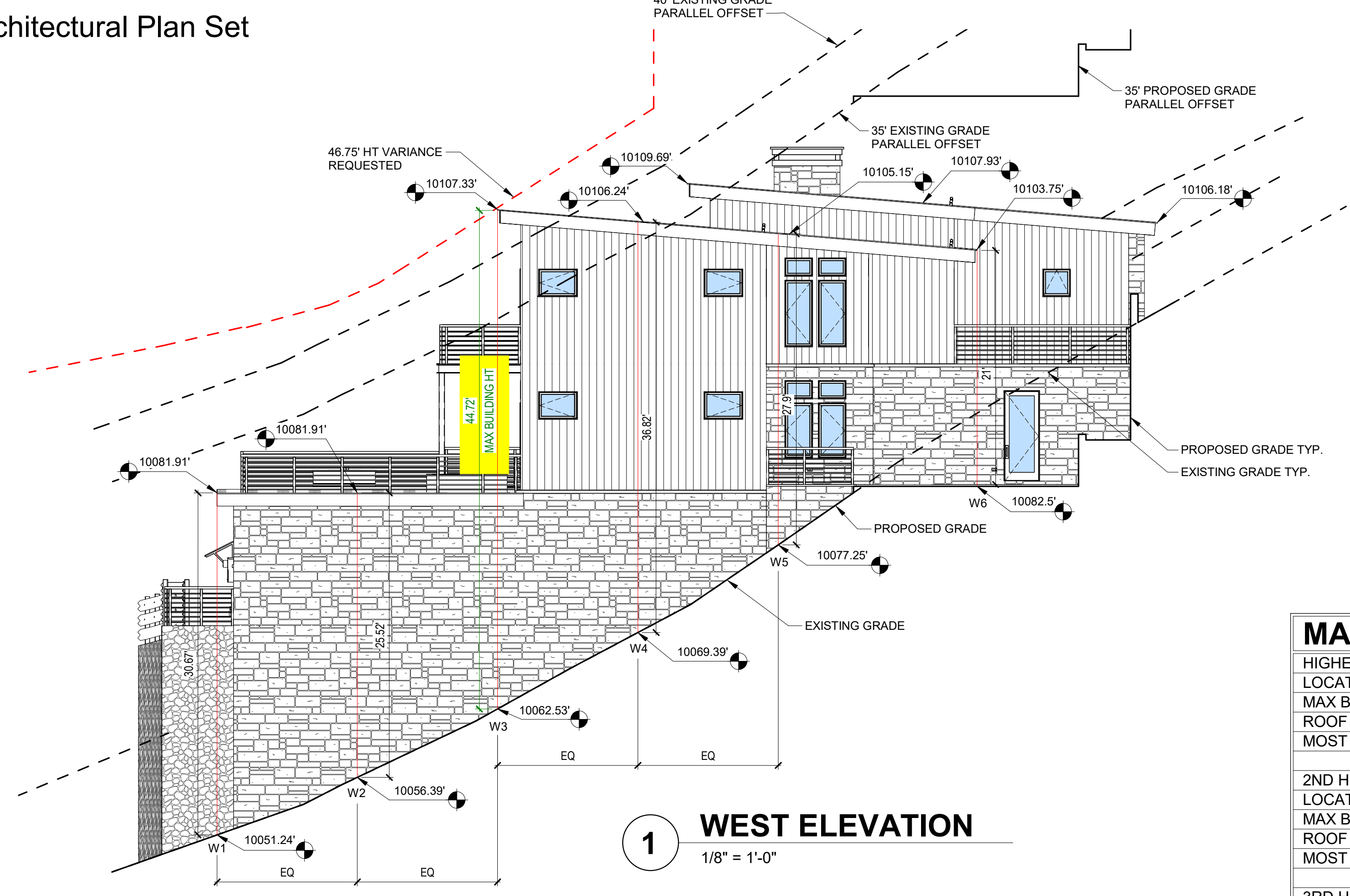
LOT 927 R2 SUNDANCE LANE, TELLURIDE, CO 81435  
 LOT 927R2 ACC TO REPLAT OF LOT 927R REC 12 02 2005 PL BK 1 PG 3575 THRU 3577 RECEIPT 379914 CONT. 931 ACRES BLDG COVENANT AGREEMENT JULY 2005

FIRE MITIGATION PLAN

SHEET NUMBER

**A1.4**

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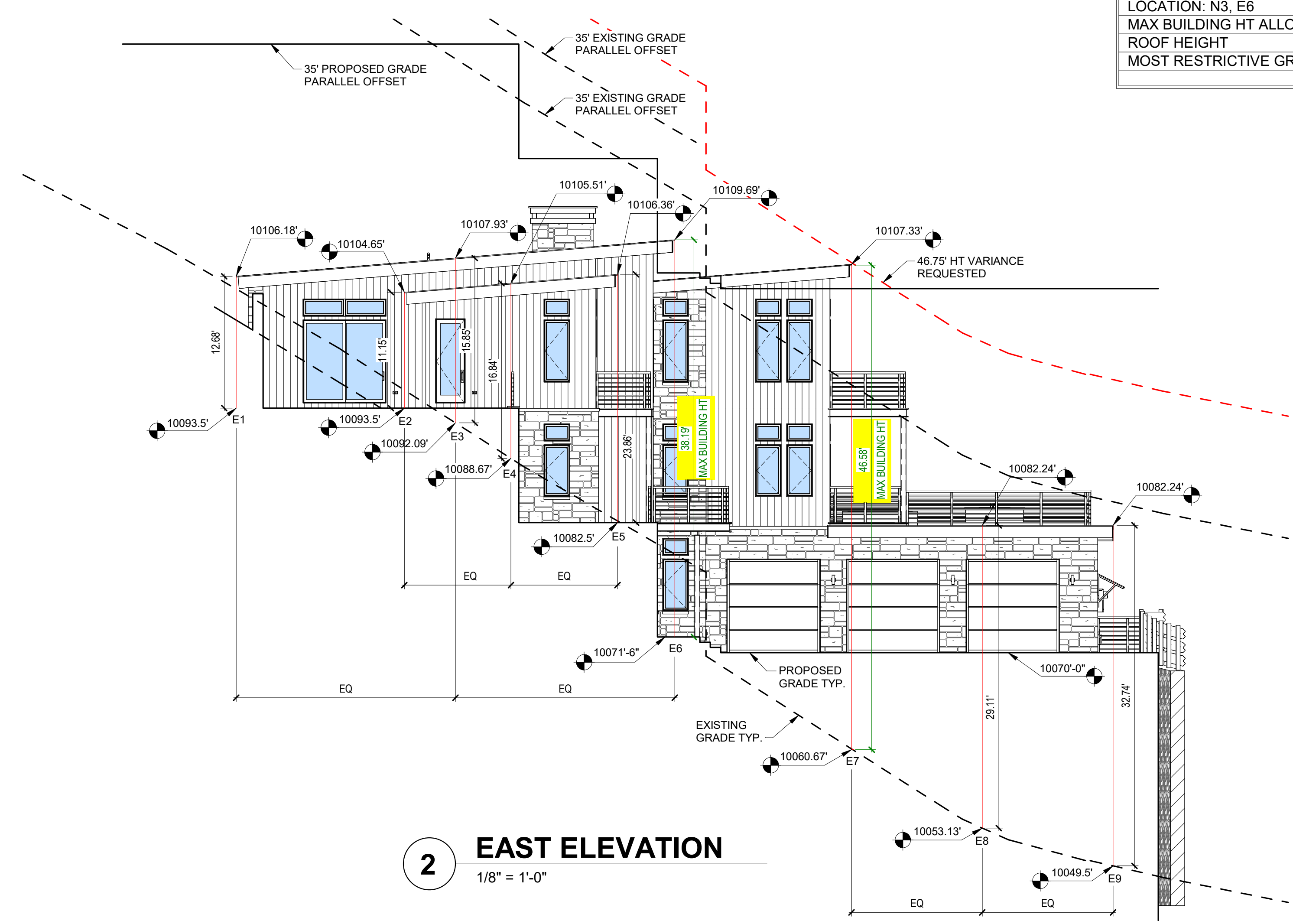
**1 WEST ELEVATION**  
 1/8" = 1'-0"

**MAX BUILDING HT :**

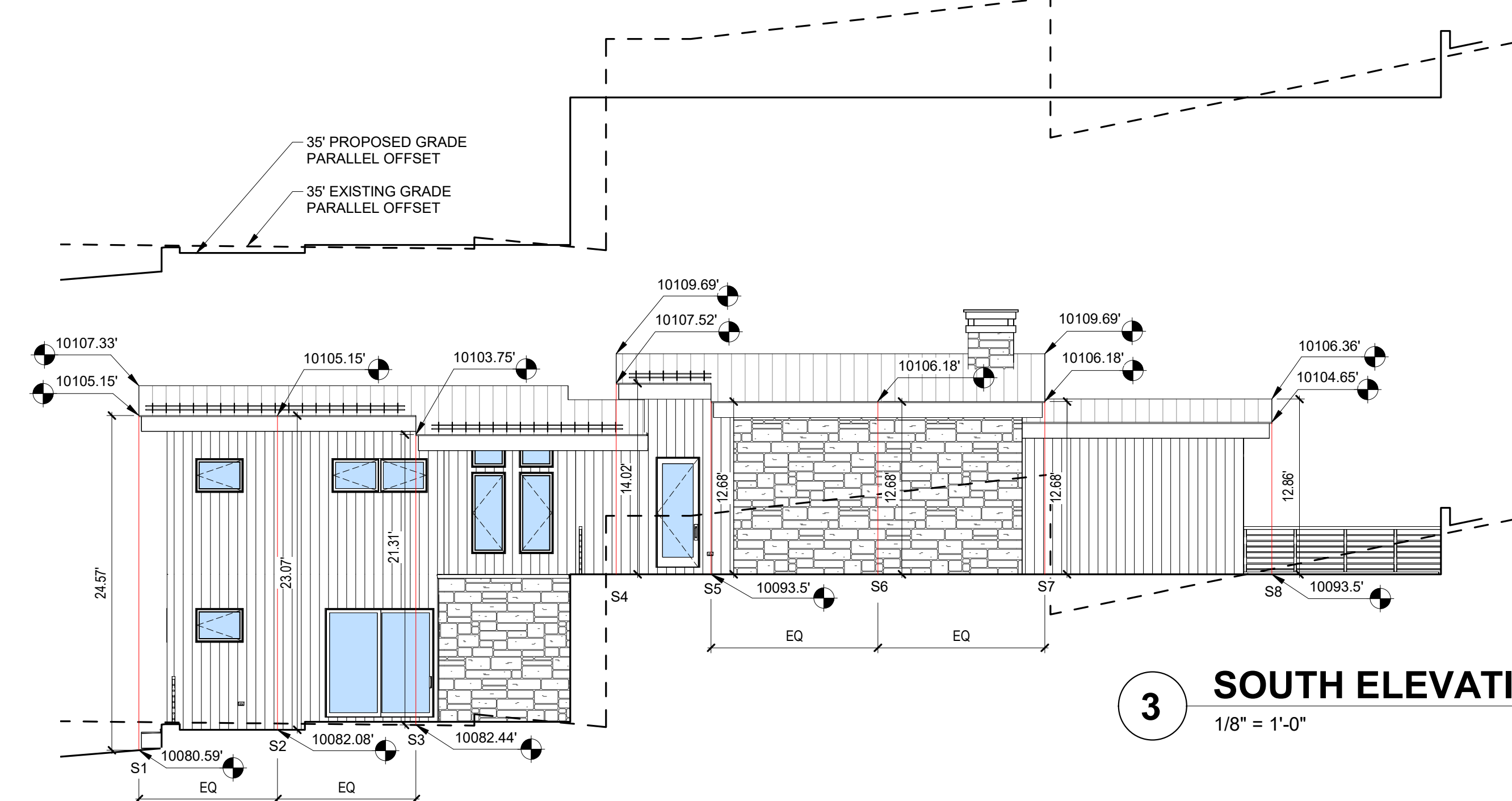
HIGHEST POINT RELATIVE TO GRADE:  
 LOCATION: E7 46.58'  
 MAX BUILDING HT ALLOWABLE 35.00'  
 ROOF HEIGHT 10107.25'  
 MOST RESTRICTIVE GRADE BELOW 10060.67'

2ND HIGHEST POINT RELATIVE TO GRADE:  
 LOCATION: W3 44.72'  
 MAX BUILDING HT ALLOWABLE 35.00'  
 ROOF HEIGHT 10107.25'  
 MOST RESTRICTIVE GRADE BELOW 10060.67'

3RD HIGHEST POINT RELATIVE TO GRADE:  
 LOCATION: N3, E6 38.19'  
 MAX BUILDING HT ALLOWABLE 35.00'  
 ROOF HEIGHT 10109.69'  
 MOST RESTRICTIVE GRADE BELOW 10071.50'



**2 EAST ELEVATION**  
 1/8" = 1'-0"



**3 SOUTH ELEVATION**  
 1/8" = 1'-0"

**AVG ROOF HT :**

**NORTH ELEVATION**

N1	23.86'
N2	38.19'
N3	38.19'
N4	36.22'
N5	39.69'
N6	12.24'
N7	27.84'
N8	30.67'
SUB-TOTAL:	246.90'
# OF LOCATIONS:	8
AVERAGE:	30.86'

**SOUTH ELEVATION**

S1	24.57'
S2	23.07'
S3	21.23'
S4	14.02'
S5	12.68'
S6	12.68'
S7	12.68'
S8	12.68'
SUB-TOTAL:	133.61'
# OF LOCATIONS:	8
AVERAGE:	16.70'

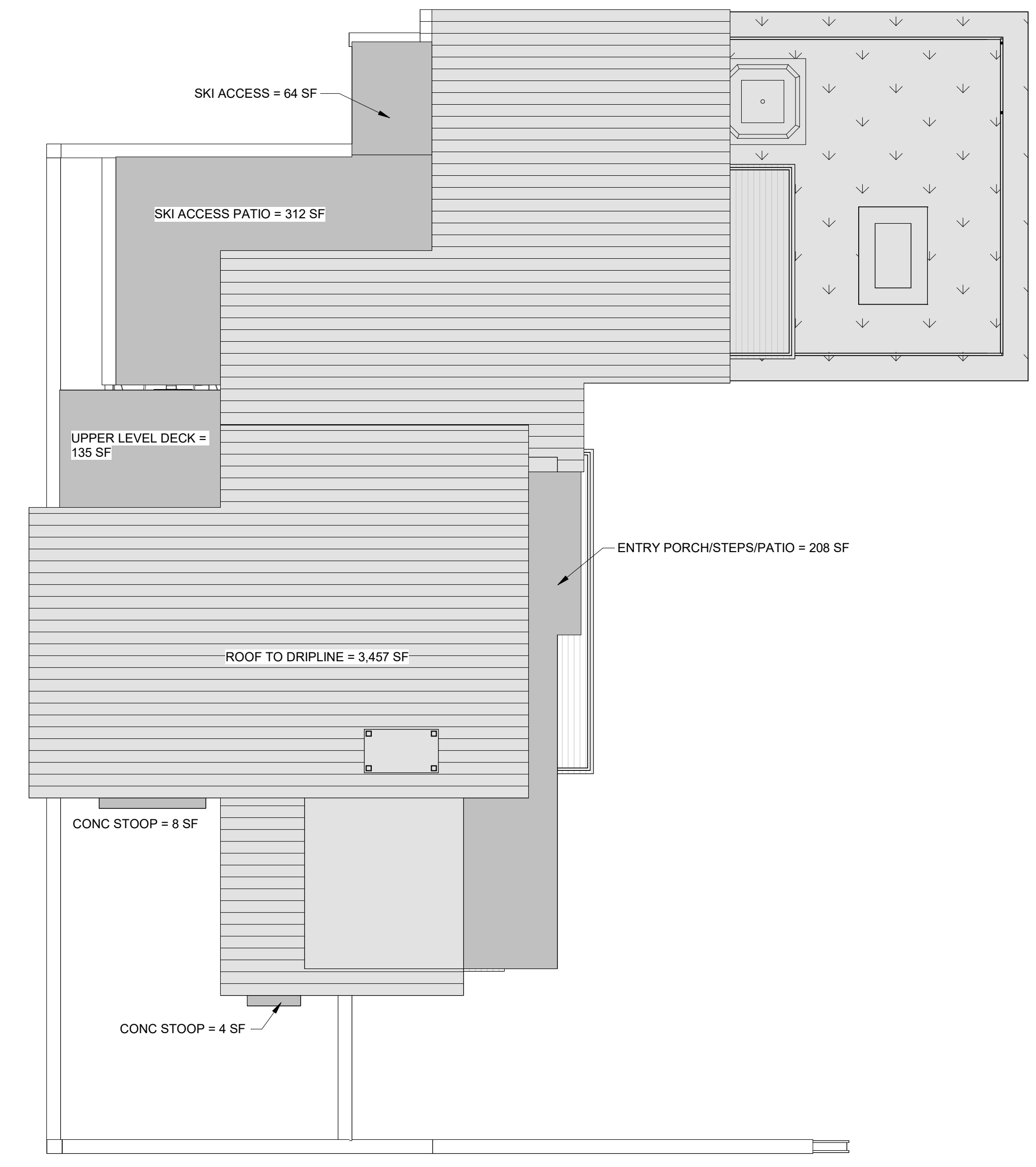
**EAST ELEVATION**

E1	12.68'
E2	11.15'
E3	15.85'
E4	16.84'
E5	23.86'
E6	38.19'
E7	46.58'
E8	29.11'
E9	32.74'
SUB-TOTAL:	227.0'
# OF LOCATIONS:	9
AVERAGE:	25.22'

**WEST ELEVATION**

W1	30.67'
W2	25.52'
W3	44.72'
W4	36.82'
W5	27.9'
W6	21.0'
SUB-TOTAL:	186.63'
# OF LOCATIONS:	6
AVERAGE:	31.10'

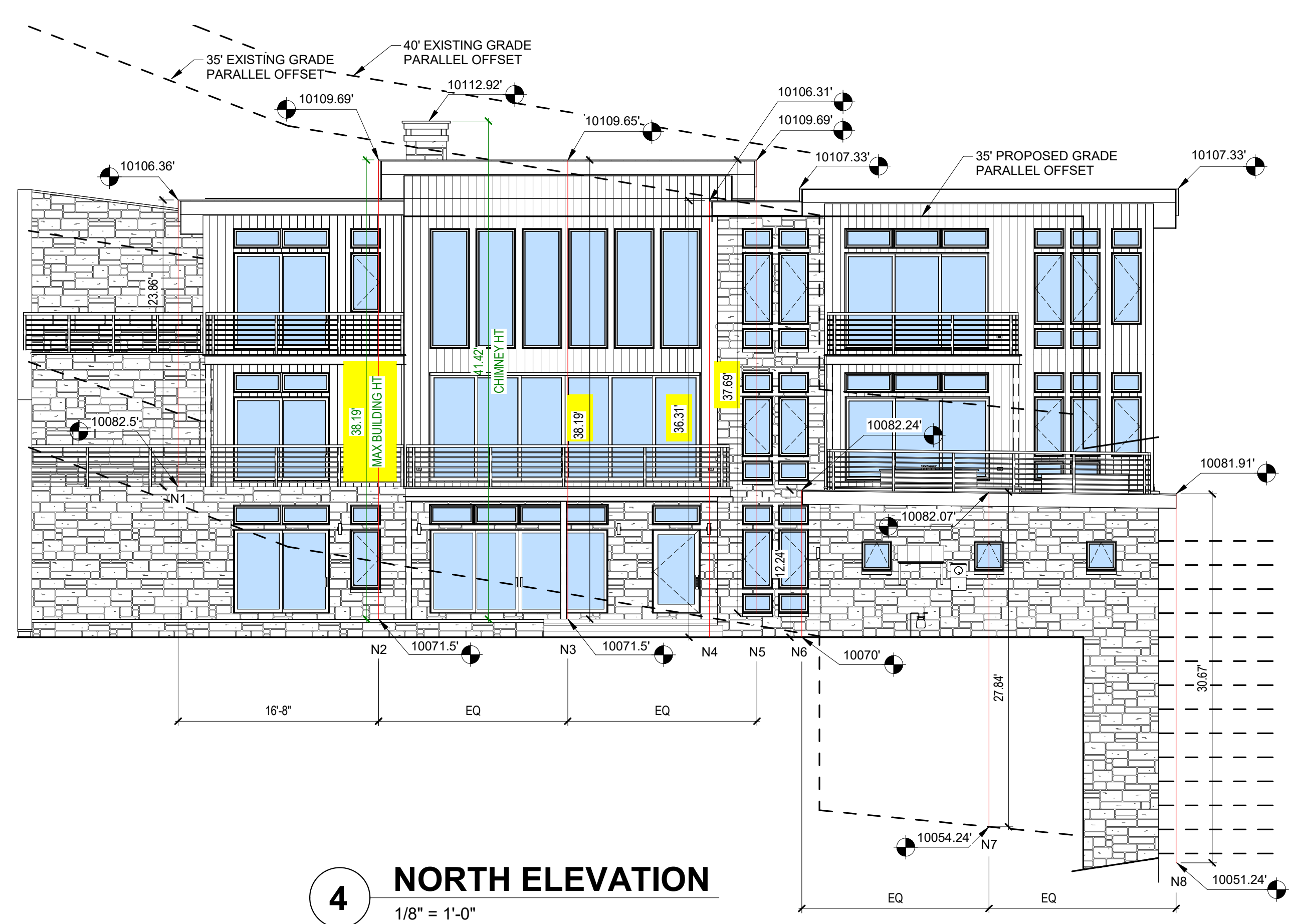
**TOTAL:**  
 794.14'  
 NUMBER OF LOCATIONS: 31  
 AVERAGE: 25.97'



**5 MAXIMUM LOT COVERAGE CALCULATION**  
 1/8" = 1'-0"

**MAX LOT COVERAGE:**

HOUSE (TO ROOF OVERHANG DRIP LINE)	3,457 SF
PATIO / DECK	731 SF
TOTAL:	4,188 SF



**4 NORTH ELEVATION**  
 1/8" = 1'-0"



1 EXISTING GRADE 35' PARALLEL OFFSET - NORTH



2 PROPOSED GRADE 35' PARALLEL OFFSET - WEST

GREER RESIDENCE

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 LOT 927R2 ACC TO REPLAT OF LOT 927R REC 12 02 2005 PL BK 1 PG 3575 THRU 3577 RECEIPT 379914 CONT. 931 ACRES BLDG COVENANT AGREEMENT JULY 2005

SITE 35' PARALLEL  
 OFFSET

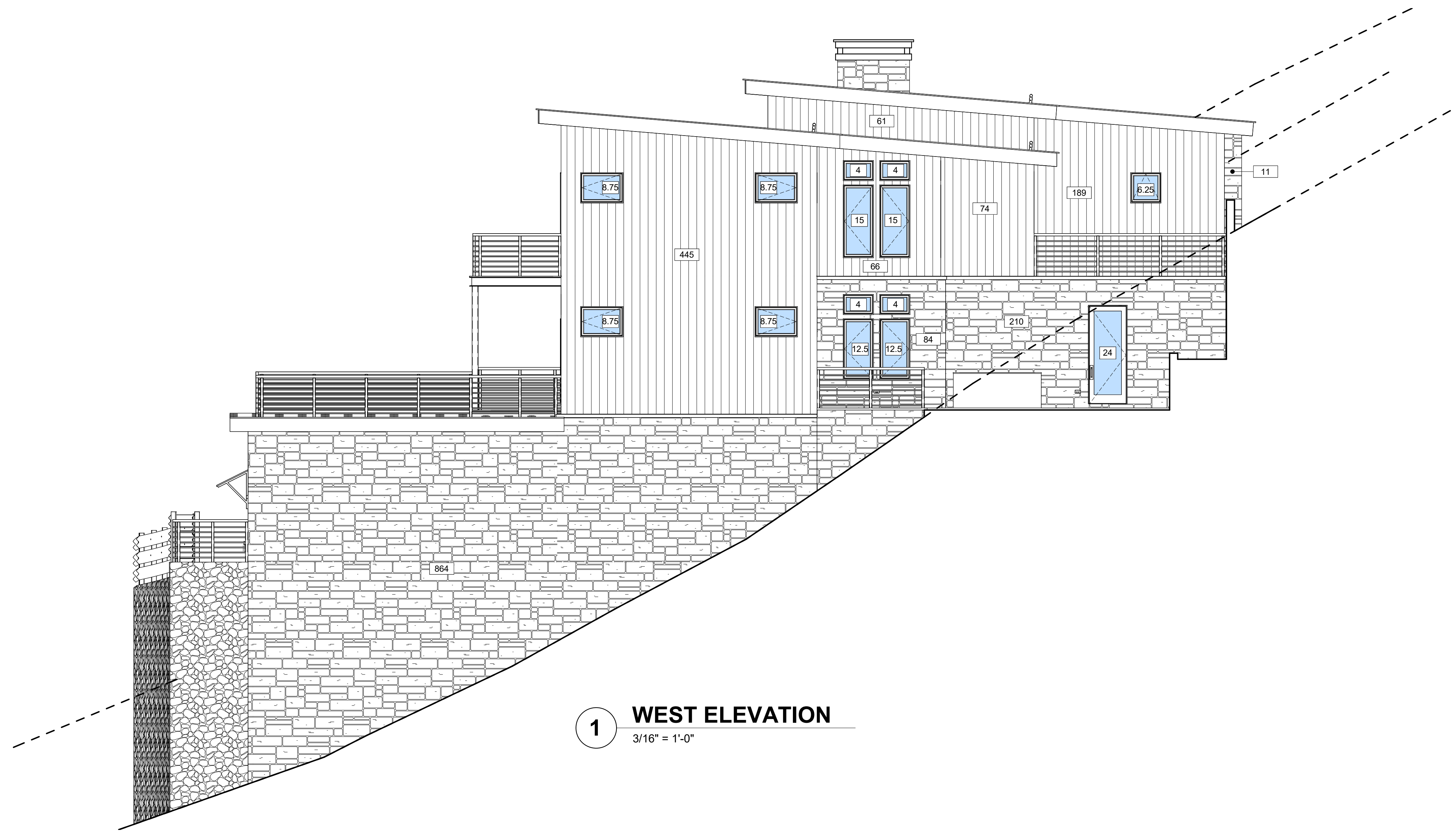
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**1 WEST ELEVATION**  
3/16" = 1'-0"



**2 EAST ELEVATION**  
3/16" = 1'-0"

**MATERIAL CALCULATIONS**

NORTH		
STONE	983 SF	31%
STONE @ RETAINING WALL	161 SF	5%
WOOD SIDING	796 SF	24%
WINDOW/DOOR GLAZING	1,315.75 SF	40%
STEEL DOOR		
<b>SUBTOTAL:</b>	<b>3,215.75 SF</b>	<b>100%</b>
SOUTH		
STONE	364 SF	30%
STONE @ RETAINING WALL	731 SF	60%
WOOD SIDING	731 SF	60%
WINDOW/DOOR GLAZING	114.5 SF	10%
STEEL DOOR		
<b>SUBTOTAL:</b>	<b>1,209.5 SF</b>	<b>100%</b>
EAST		
STONE	355 SF	24%
STONE @ RETAINING WALL	624 SF	43%
WOOD SIDING	256.5 SF	17%
WINDOW/DOOR GLAZING	243 SF	16%
STEEL DOOR		
<b>SUBTOTAL:</b>	<b>1,478.5 SF</b>	<b>100%</b>
WEST		
STONE	1,169 SF	55%
STONE @ RETAINING WALL	835 SF	39%
WOOD SIDING	136.25 SF	6%
WINDOW/DOOR GLAZING		
STEEL DOOR		
<b>SUBTOTAL:</b>	<b>2,140.25 SF</b>	<b>100%</b>
TOTALS		
STONE	2,871 SF	
STONE @ RETAINING WALL	161 SF	
WOOD SIDING	2,946 SF	
WINDOW/DOOR GLAZING	1,823 SF	
STEEL DOOR	243 SF	
<b>TOTAL:</b>	<b>8,044 SF</b>	
PERCENTAGES		
STONE	36%	38% TOTAL
STONE @ RETAINING WALL	2%	
WOOD SIDING	36%	
WINDOW/DOOR GLAZING	23%	
STEEL DOOR	3%	
<b>TOTAL:</b>	<b>100%</b>	

STONE VENEER CALCULATIONS ARE IN ACCORDANCE WITH TITLE 17 OF THE TOWN OF MOUNTAIN VILLAGE MUNICIPAL CODE CDC 17.5.6.E.1

PROJECT ISSUE DATE:  
02.21.22 DRB PRELIMINARY  
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NO.	DATE	DESC.

GREER RESIDENCE

MATERIAL CALCULATIONS

SHEET NUMBER

**A2.1**

NOT FOR CONSTRUCTION

LOT 927 R2 SUNDANCE LANE, TELLURIDE, CO 81435  
LOT 927R2 ACC TO REPLAT OF LOT 927R REC 12 02 2005 PL BK 1 PG 3575 THRU 3577 RECEIPT 379914 CONT. 931 ACRES BLDG COVENANT AGREEMENT JULY 2005

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**1 NORTH ELEVATION**  
3/16" = 1'-0"



**2 SOUTH ELEVATION**  
3/16" = 1'-0"

**MATERIAL CALCULATIONS**

NORTH		
STONE	983 SF	31%
STONE @ RETAINING WALL	161 SF	5%
WOOD SIDING	796 SF	24%
WINDOW/DOOR GLAZING	1,315.75 SF	40%
STEEL DOOR		
<b>SUBTOTAL:</b>	<b>3,215.75 SF</b>	<b>100%</b>
SOUTH		
STONE	364 SF	30%
STONE @ RETAINING WALL	731 SF	60%
WOOD SIDING	114.5 SF	10%
WINDOW/DOOR GLAZING		
STEEL DOOR		
<b>SUBTOTAL:</b>	<b>1,209.5 SF</b>	<b>100%</b>
EAST		
STONE	355 SF	24%
STONE @ RETAINING WALL	624 SF	43%
WOOD SIDING	256.5 SF	17%
WINDOW/DOOR GLAZING	243 SF	16%
STEEL DOOR		
<b>SUBTOTAL:</b>	<b>1,478.5 SF</b>	<b>100%</b>
WEST		
STONE	1,169 SF	55%
STONE @ RETAINING WALL	835 SF	39%
WOOD SIDING	136.25 SF	6%
WINDOW/DOOR GLAZING		
STEEL DOOR		
<b>SUBTOTAL:</b>	<b>2,140.25 SF</b>	<b>100%</b>
TOTALS		
STONE	2,871 SF	
STONE @ RETAINING WALL	161 SF	
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WINDOW/DOOR GLAZING	1,823 SF	
STEEL DOOR	243 SF	
<b>TOTAL:</b>	<b>8,044 SF</b>	
PERCENTAGES		
STONE	36%	38% TOTAL
STONE @ RETAINING WALL	2%	
WOOD SIDING	36%	
WINDOW/DOOR GLAZING	23%	
STEEL DOOR	3%	
<b>TOTAL:</b>	<b>100%</b>	

STONE VENEER CALCULATIONS ARE IN ACCORDANCE WITH TITLE 17 OF THE TOWN OF MOUNTAIN VILLAGE MUNICIPAL CODE CDC 17.5.6.E.1

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GREER RESIDENCE

MATERIAL CALCULATIONS

SHEET NUMBER

**A2.2**

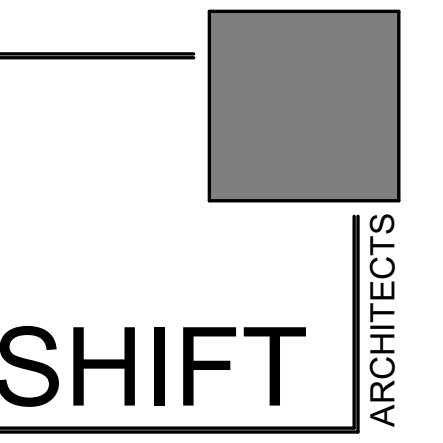
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LOT 927R2 ACC TO REPLAT OF LOT 927R REC 12 02 2005 PL BK 1 PG 3575 THRU 3577 RECEIPT 379914 CONT. 931 ACRES BLDG COVENANT AGREEMENT JULY 2005

**FLOOR PLAN GENERAL NOTES:**

DIMENSIONS:  
ALL PLAN DIMENSIONS ARE TO STRUCTURE (STUD, CONCRETE, ETC.). ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.

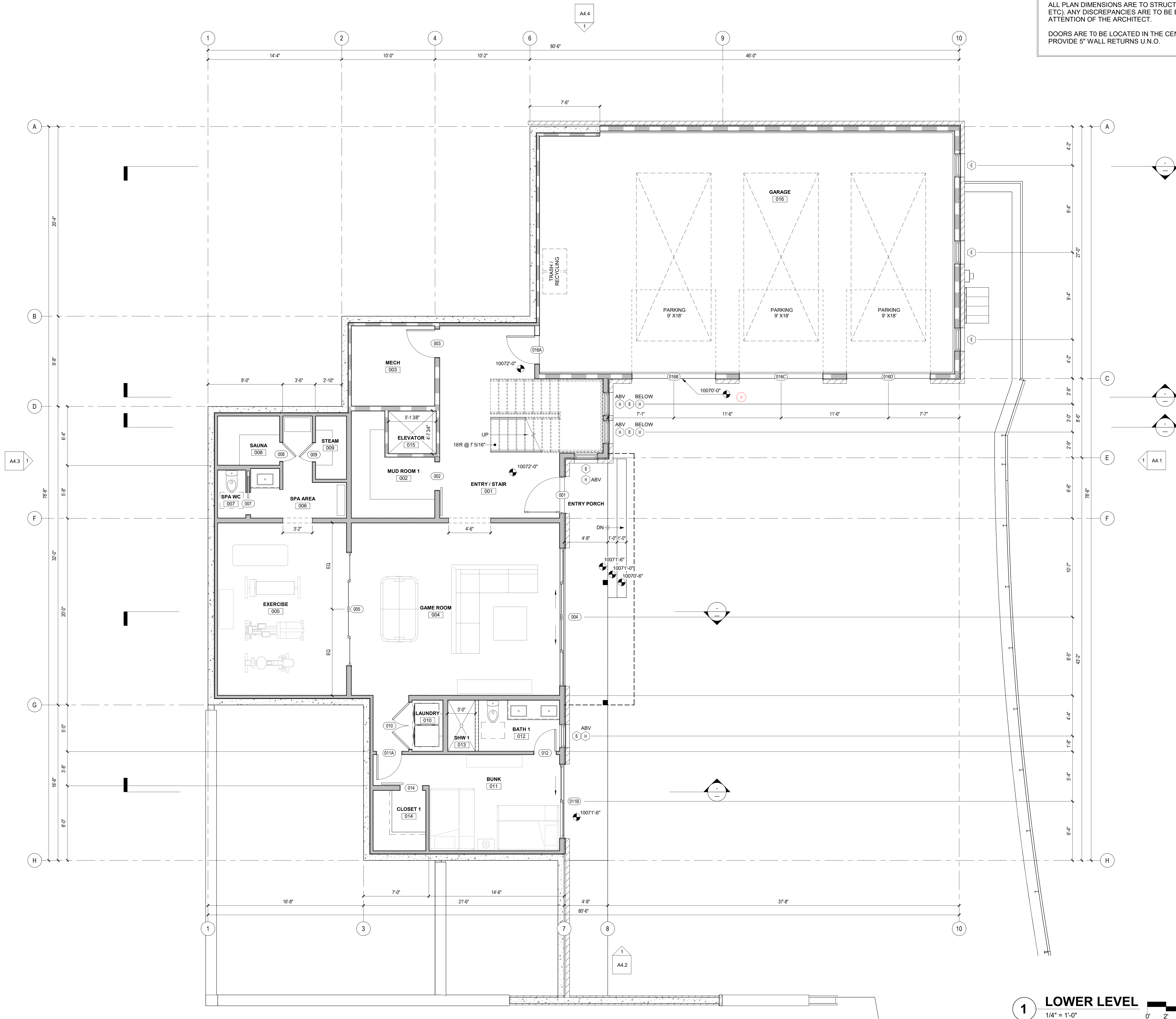
DOORS ARE TO BE LOCATED IN THE CENTER OF THE WALL OR PROVIDE 5" WALL RETURNS U.N.O.



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PROJECT ISSUE DATE:  
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REVISIONS  
NO. DATE DESC.



**1 LOWER LEVEL**  
1/4" = 1'-0"



**GREER RESIDENCE**

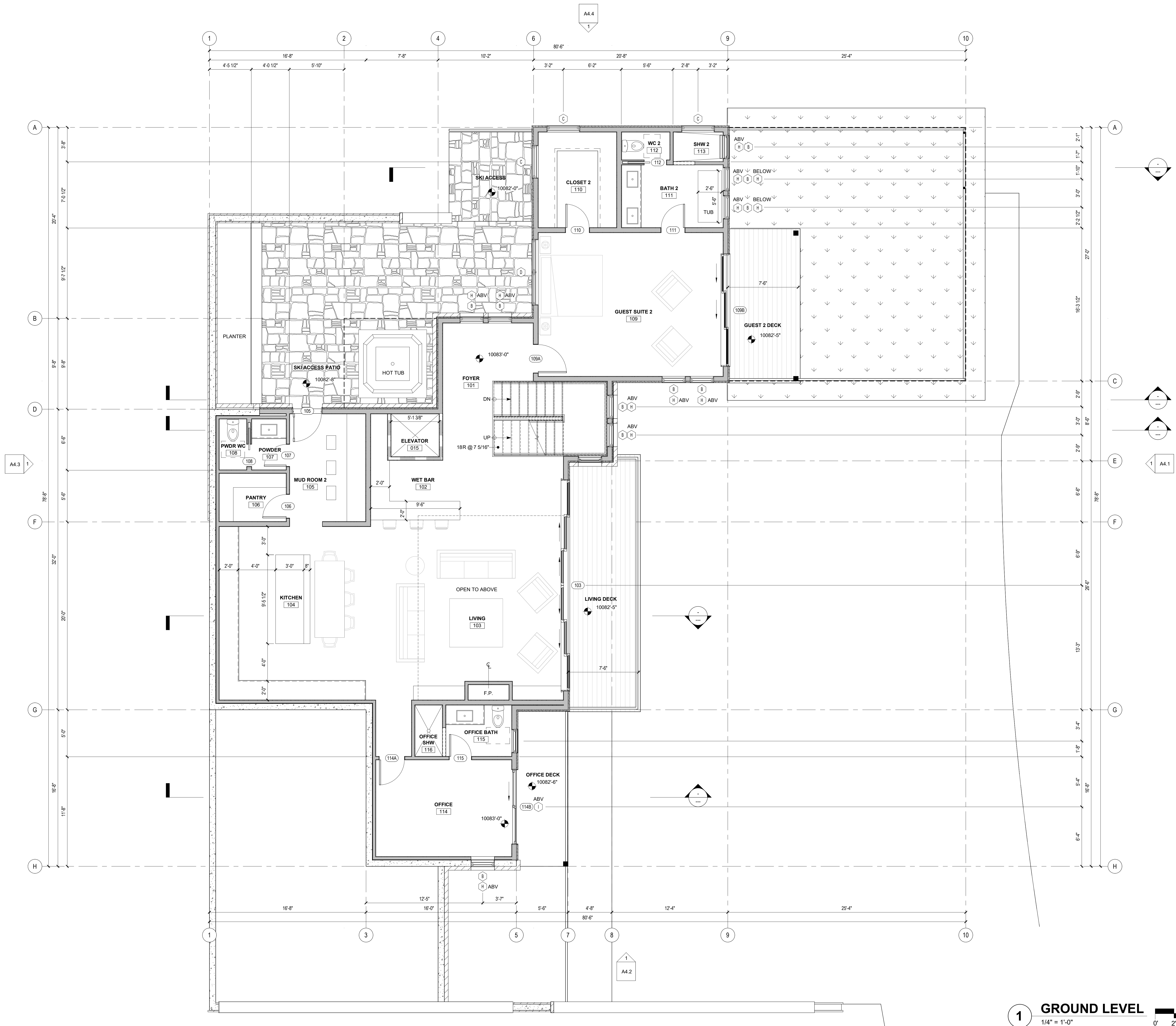
LOT 927 R2 SUNDANCE LANE, TELLURIDE, CO 81435  
LOT 927R2 ACC TO REPLAT OF LOT 927R REC 12 02 2005 PL BK 1 PG 3575 THRU 3577 RECEIPT 379914 CONT. 931 ACRES BLDG COVENANT AGREEMENT JULY 2005

FLOOR PLANS

SHEET NUMBER

**A3.1**

**NOT FOR CONSTRUCTION**



**1** GROUND LEVEL  
 1/4" = 1'-0"

**GREER RESIDENCE**

FLOOR PLANS

SHEET NUMBER

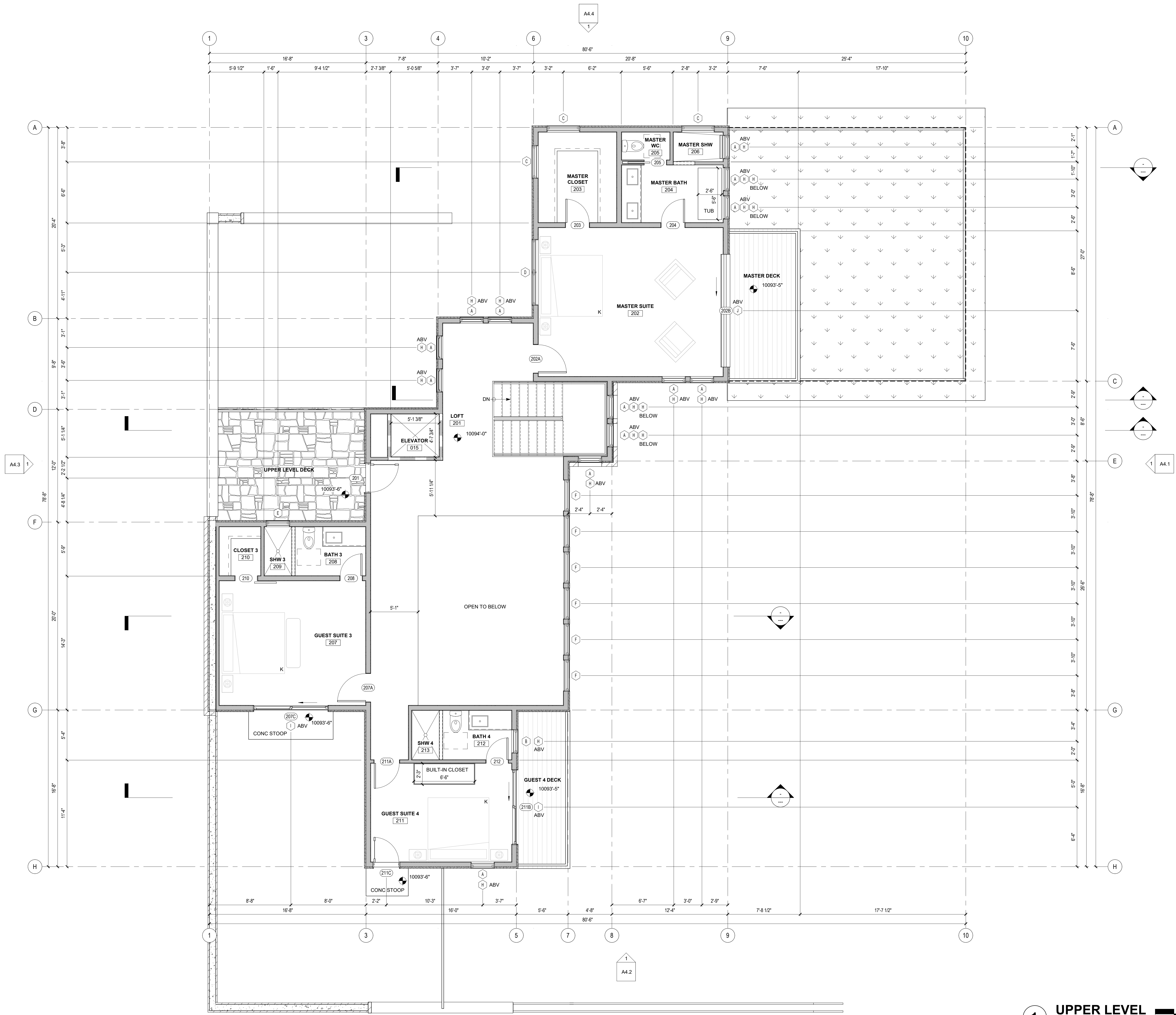
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 LOT 927R2 ACC TO REPLAT OF LOT 927/R REC 12 02 2005 PL BK 1 PG 3575 THRU 3577 RECEIPT 379914 CONT .931 ACRES BLDG COVENANT AGREEMENT JULY 2005

**NOT FOR CONSTRUCTION**

NOT FOR CONSTRUCTION

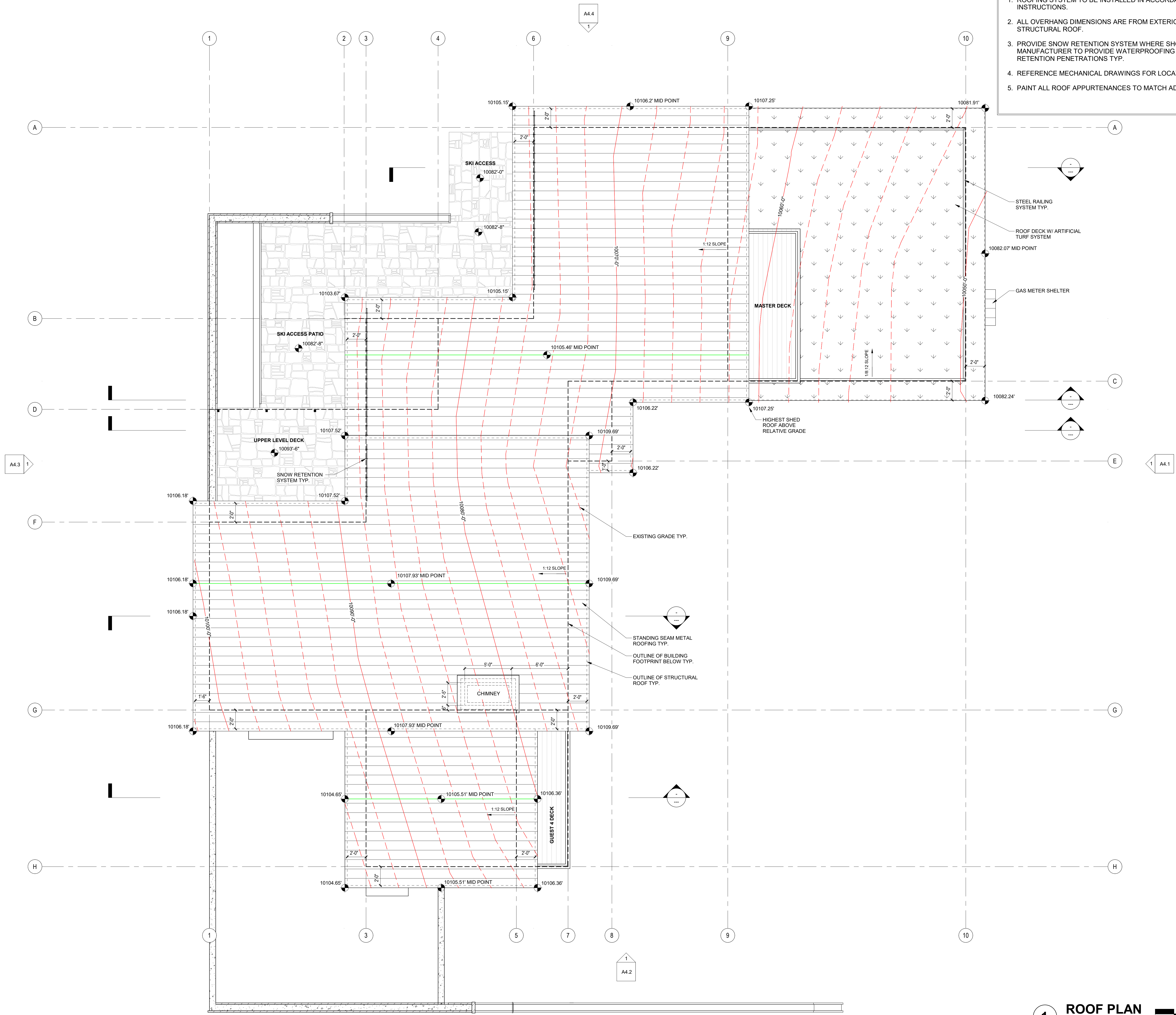
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**1 UPPER LEVEL**  
 1/4" = 1'-0"

- ROOF PLAN NOTES**
1. ROOFING SYSTEM TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
  2. ALL OVERHANG DIMENSIONS ARE FROM EXTERIOR FACE OF STUD (GRID) TO STRUCTURAL ROOF.
  3. PROVIDE SNOW RETENTION SYSTEM WHERE SHOWN. CONTRACTOR AND ROOF MANUFACTURER TO PROVIDE WATERPROOFING FOR FULL WARRANTY AT SNOW RETENTION PENETRATIONS TYP.
  4. REFERENCE MECHANICAL DRAWINGS FOR LOCATIONS OF ROOF PENETRATIONS.
  5. PAINT ALL ROOF APPURTENANCES TO MATCH ADJACENT ROOF.

PROJECT ISSUE DATE:  
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**1 ROOF PLAN**  
 1/4" = 1'-0"



GREER RESIDENCE

ROOF PLAN

SHEET NUMBER

**A3.4**

LOT 927 R2 SUNDANCE LANE, TELLURIDE, CO 81435  
 LOT 927R2 ACC TO REPLAT OF LOT 927R REC 12 02 2005 PL BK 1 PG 3575 THRU 3577 RECEIPT 379914 CONT. 931 ACRES BLDG COVENANT AGREEMENT JULY 2005

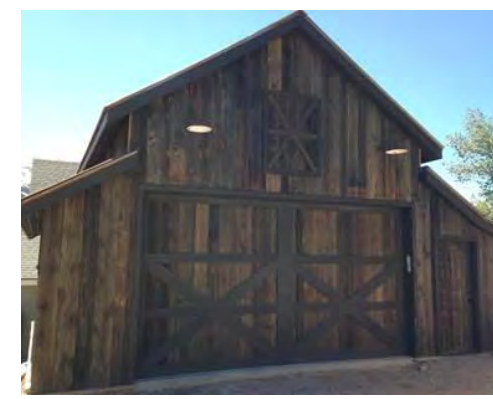
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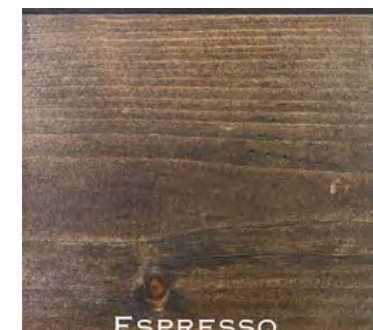
2/25/2022 10:39:42 AM



TELLURIDE STONE  
GOLD COLLECTION  
GRAY HEAD  
FULL STONE VENEER



VERTICAL WOOD SIDING:  
8" MILLCREEK TELLURIDE STONE  
GREY BARNWOOD SIDING W/ MITERED  
CORNERS  
FINISH: TYPICAL STAIN



TYPICAL STAIN:  
ESPRESSO

FASCIA:  
2X14 DOUG FIR  
FINISH: TYPICAL STAIN

SOFFIT:  
1X4 PINE T&G  
FINISH: TYPICAL STAIN

STEEL BEAMS / COLUMNS:  
FINISH: BLACK POWDER COATED

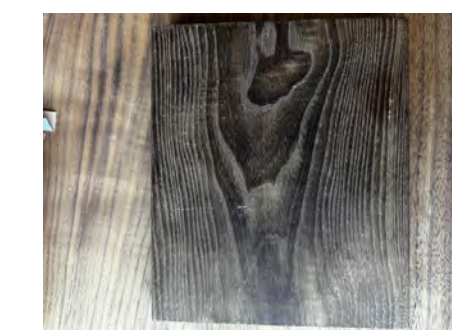
EXTERIOR RAILING:  
STEEL: BLACK POWDER COATED



ROOFING:  
PAC-CLAD 150 12" STANDING SEAM  
METAL ROOFING; MATTE BLACK



WINDOWS / DOORS:  
LOEWEN ALUMN CLAD WOOD; BLACK



EXTERIOR DECKING:  
THERMORY; WHITE ASH  
PROFILE: STANDARD GROOVED  
SIZE: 5/4 X 6  
COLOR: BROWN

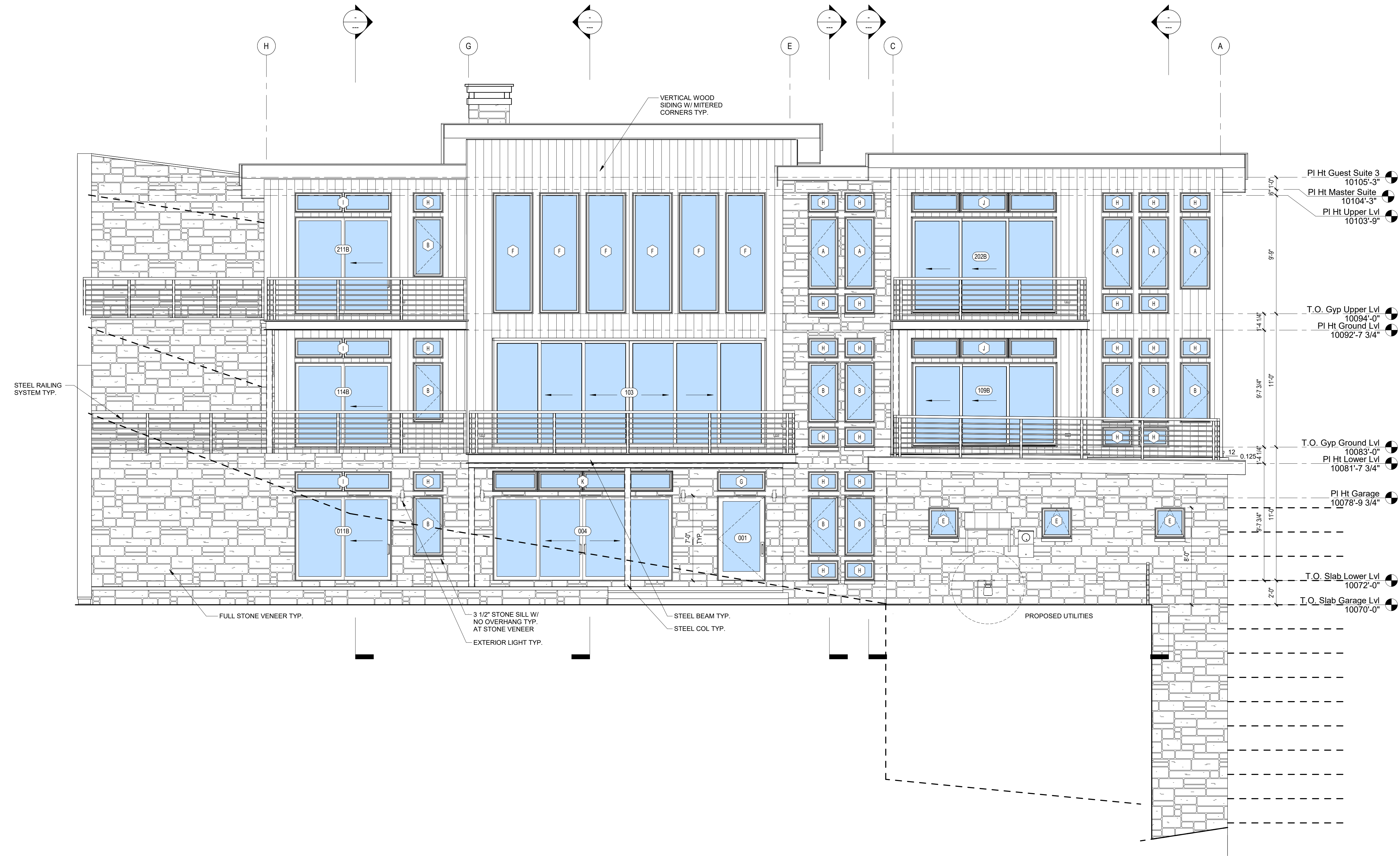
**EXTERIOR ELEVATION NOTES**

1. CONSISTANT WITH TOWN BUILDING CODES; UNENCLOSED ACCESSORY STRUCTURES ATTACHED TO BUILDINGS WITH HABITABLE SPACES AND PROJECTIONS, SUCH AS DECKS, SHALL BE CONSTRUCTED AS EITHER NON-COMBUSTIBLE, HEAVY TIMBER OR EXTERIOR GRADE IGNITION RESISTANT MATERIALS SUCH AS THOSE LISTED AS WUIC (WILDLAND URBAN INTERFACE CODE) APPROVED PRODUCTS.

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www.shift-architects.com

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**EXTERIOR MATERIALS**



GREER RESIDENCE

EXTERIOR ELEVATION

SHEET NUMBER

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



**A4.1**

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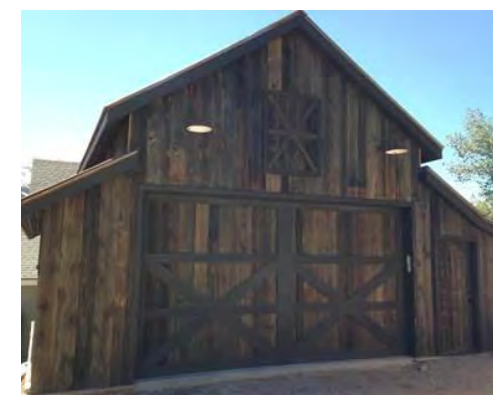
LOT 927 R2 SUNDANCE LANE, TELLURIDE, CO 81435  
LOT 927R2 ACC TO REPLAT OF LOT 927R REC 12 02 2005 PL BK 1 PG 3575 THRU 3577 RECEIPT 379914 CONT. 931 ACRES BLDG COVENANT AGREEMENT JULY 2005

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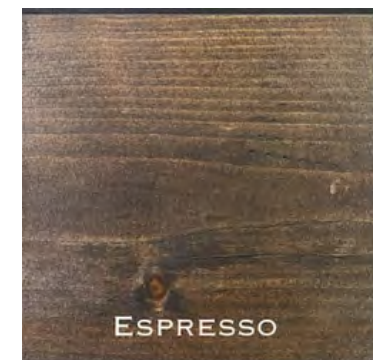
2/21/2022 10:22:38 AM



TELLURIDE STONE  
GOLD COLLECTION  
GRAY HEAD  
FULL STONE VENEER



VERTICAL WOOD SIDING:  
8" MILLCREEK TELLURIDE STONE  
GREY BARNWOOD SIDING W/ MITERED  
CORNERS  
FINISH: TYPICAL STAIN



TYPICAL STAIN:  
ESPRESSO

FASCIA:  
2X14 DOUG FIR  
FINISH: TYPICAL STAIN

SOFFIT:  
1X4 PINE T&G  
FINISH: TYPICAL STAIN

STEEL BEAMS / COLUMNS:  
FINISH: BLACK POWDER COATED

EXTERIOR RAILING:  
STEEL: BLACK POWDER COATED



ROOFING:  
PAC-CLAD 150 12" STANDING SEAM  
METAL ROOFING; MATTE BLACK



WINDOWS / DOORS:  
LOEWEN ALUMN CLAD WOOD; BLACK



EXTERIOR DECKING:  
THERMORY; WHITE ASH  
PROFILE: STANDARD GROOVED  
SIZE: 5/4 X 6  
COLOR: BROWN

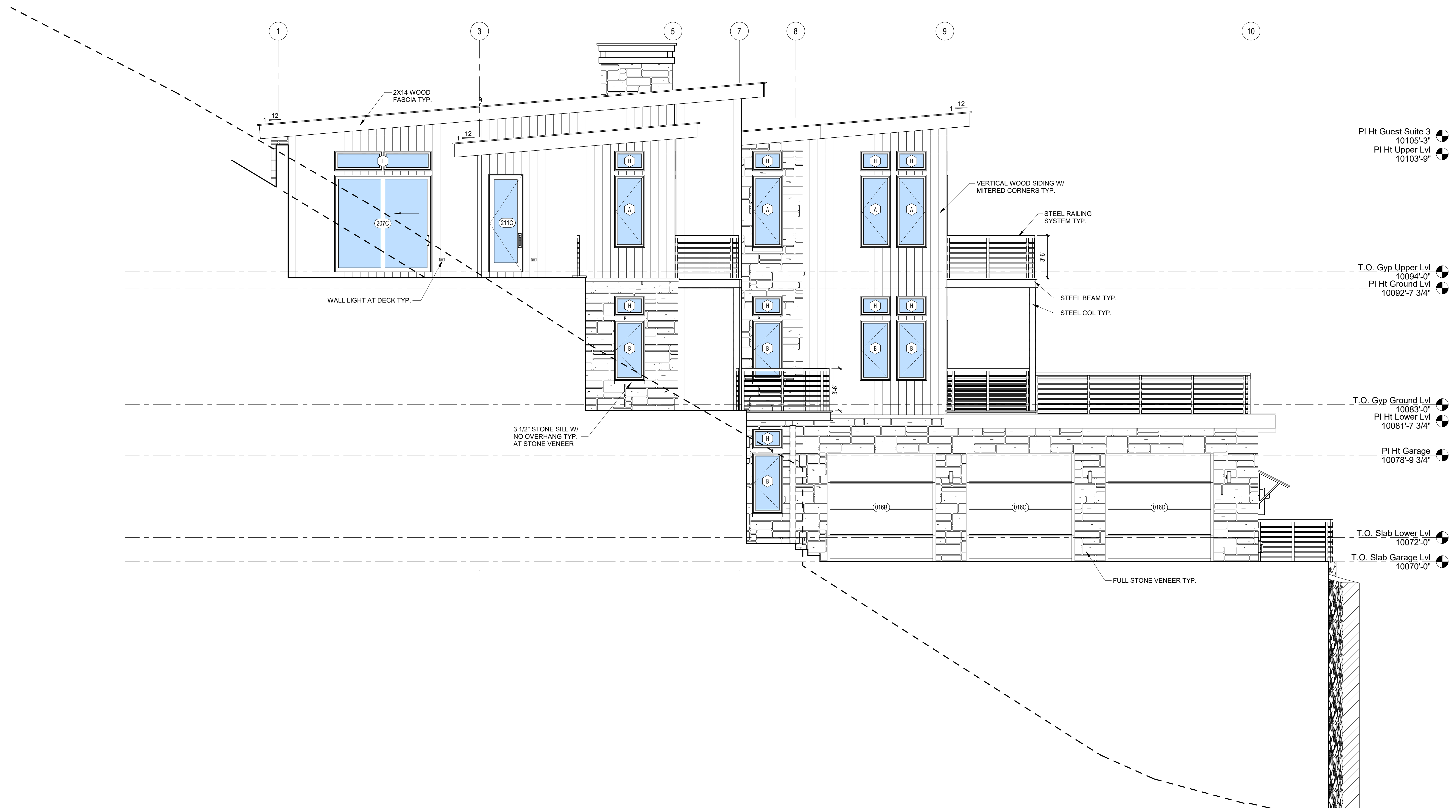
**EXTERIOR ELEVATION NOTES**

1. CONSISTANT WITH TOWN BUILDING CODES; UNENCLOSED ACCESSORY STRUCTURES ATTACHED TO BUILDINGS WITH HABITABLE SPACES AND PROJECTIONS, SUCH AS DECKS, SHALL BE CONSTRUCTED AS EITHER NON-COMBUSTIBLE, HEAVY TIMBER OR EXTERIOR GRADE IGNITION RESISTANT MATERIALS SUCH AS THOSE LISTED AS WUIC (WILDLAND URBAN INTERFACE CODE) APPROVED PRODUCTS.

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NO. DATE DESC.

**EXTERIOR MATERIALS**



PI Ht Guest Suite 3  
10105'-3"  
PI Ht Upper Lvl  
10103'-9"  
T.O. Gyp Upper Lvl  
10094'-0"  
PI Ht Ground Lvl  
10092'-7 3/4"  
T.O. Gyp Ground Lvl  
10083'-0"  
PI Ht Lower Lvl  
10081'-7 3/4"  
PI Ht Garage  
10078'-9 3/4"  
T.O. Slab Lower Lvl  
10072'-0"  
T.O. Slab Garage Lvl  
10070'-0"

GREER RESIDENCE

EXTERIOR  
ELEVATION

SHEET NUMBER

**A4.2**

**1 EAST ELEVATION**  
1/4" = 1'-0"  
0' 2' 4' 8'

LOT 927 R2 SUNDANCE LANE, TELLURIDE, CO 81435  
LOT 927R2 ACC TO REPLAT OF LOT 927R REC 12 02 2005 PL BK 1 PG 3575 THRU 3577 RECEIPT 379914 CONT .931 ACRES BLDG COVENANT AGREEMENT JULY 2005

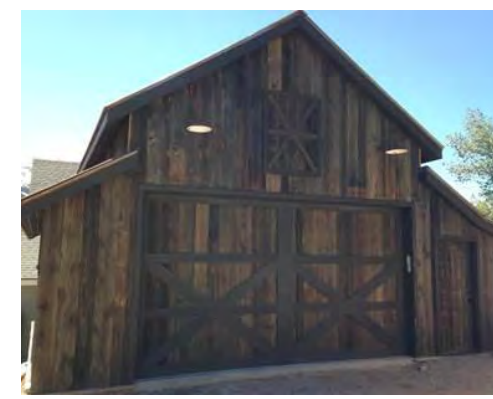
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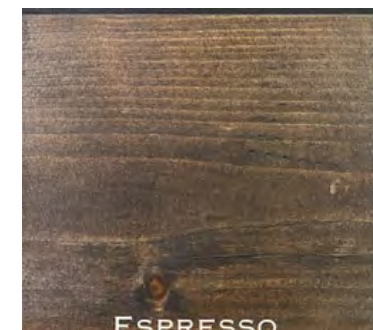




TELLURIDE STONE  
GOLD COLLECTION  
GRAY HEAD  
FULL STONE VENEER



VERTICAL WOOD SIDING:  
8" MILLCREEK TELLURIDE STONE  
GREY BARNWOOD SIDING W/ MITERED  
CORNERS  
FINISH: TYPICAL STAIN



TYPICAL STAIN:  
ESPRESSO

FASCIA:  
2X14 DOUG FIR  
FINISH: TYPICAL STAIN

SOFFIT:  
1X4 PINE T&G  
FINISH: TYPICAL STAIN

STEEL BEAMS / COLUMNS:  
FINISH: BLACK POWDER COATED

EXTERIOR RAILING:  
STEEL: BLACK POWDER COATED



ROOFING:  
PAC-CLAD 150 12" STANDING SEAM  
METAL ROOFING; MATTE BLACK



WINDOWS / DOORS:  
LOEWEN ALUMN CLAD WOOD; BLACK



EXTERIOR DECKING:  
THERMORY; WHITE ASH  
PROFILE: STANDARD GROOVED  
SIZE: 5/4 X 6  
COLOR: BROWN

**EXTERIOR ELEVATION NOTES**

1. CONSISTANT WITH TOWN BUILDING CODES; UNENCLOSED ACCESSORY STRUCTURES ATTACHED TO BUILDINGS WITH HABITABLE SPACES AND PROJECTIONS, SUCH AS DECKS, SHALL BE CONSTRUCTED AS EITHER NON-COMBUSTIBLE, HEAVY TIMBER OR EXTERIOR GRADE IGNITION RESISTANT MATERIALS SUCH AS THOSE LISTED AS WUIC (WILDLAND URBAN INTERFACE CODE) APPROVED PRODUCTS.

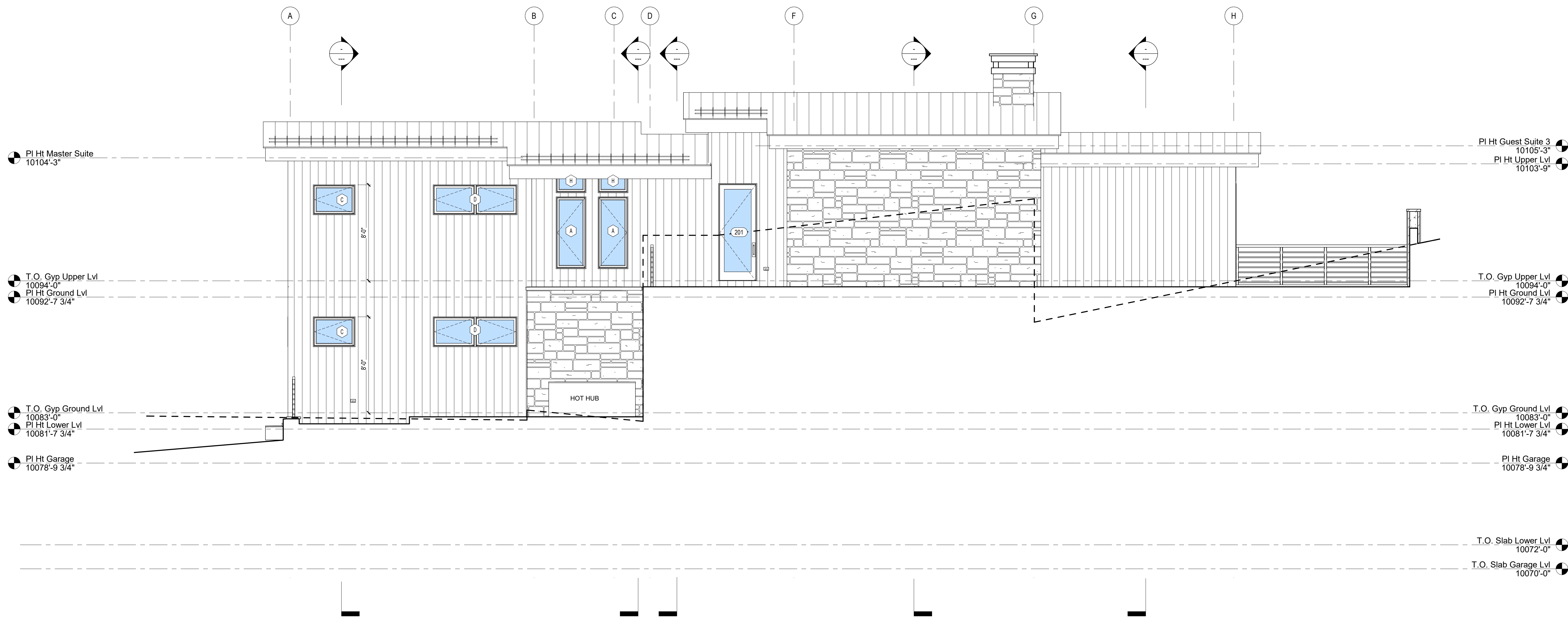
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PROJECT ISSUE DATE:  
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SUBMITTAL

REVISIONS

NO.	DATE	DESC.

**EXTERIOR MATERIALS**

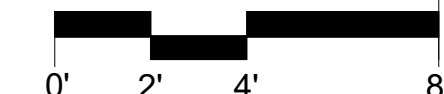


GREER RESIDENCE

EXTERIOR ELEVATION

SHEET NUMBER

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



**A4.3**

2/21/2022 10:22:40 AM

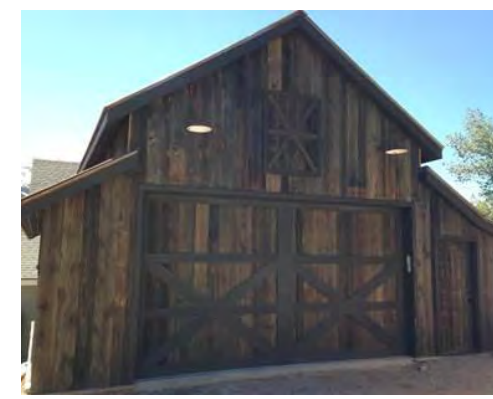
LOT 927 R2 SUNDANCE LANE, TELLURIDE, CO 81435  
LOT 927R2 ACC TO REPLAT OF LOT 927R REC 12 02 2005 PL BK 1 PG 3575 THRU 3577 RECEIPT 379914 CONT .931 ACRES BLDG COVENANT AGREEMENT JULY 2005

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TELLURIDE STONE  
GOLD COLLECTION  
GRAY HEAD  
FULL STONE VENEER



VERTICAL WOOD SIDING:  
8" MILLCREEK TELLURIDE STONE  
GREY BARNWOOD SIDING W/ MITERED  
CORNERS  
FINISH: TYPICAL STAIN



TYPICAL STAIN:  
ESPRESSO

FASCIA:  
2X14 DOUG FIR  
FINISH: TYPICAL STAIN

SOFFIT:  
1X4 PINE T&G  
FINISH: TYPICAL STAIN

STEEL BEAMS / COLUMNS:  
FINISH: BLACK POWDER COATED

EXTERIOR RAILING:  
STEEL: BLACK POWDER COATED



ROOFING:  
PAC-CLAD 150 12" STANDING SEAM  
METAL ROOFING; MATTE BLACK



WINDOWS / DOORS:  
LOEWEN ALUMN CLAD WOOD; BLACK



EXTERIOR DECKING:  
THERMORY; WHITE ASH  
PROFILE: STANDARD GROOVED  
SIZE: 5/4 X 6  
COLOR: BROWN

**EXTERIOR ELEVATION NOTES**

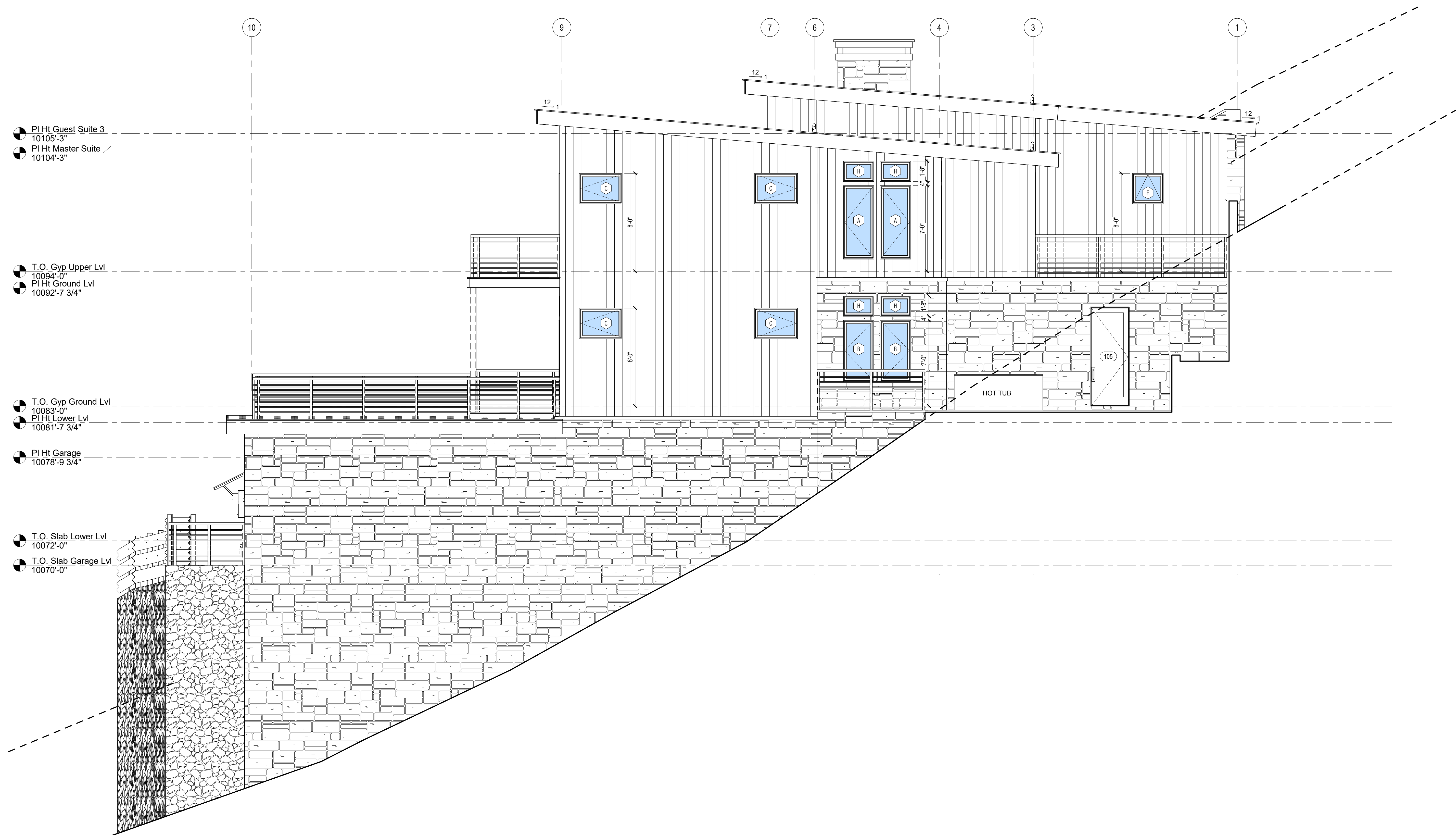
1. CONSISTANT WITH TOWN BUILDING CODES; UNENCLOSED ACCESSORY STRUCTURES ATTACHED TO BUILDINGS WITH HABITABLE SPACES AND PROJECTIONS, SUCH AS DECKS, SHALL BE CONSTRUCTED AS EITHER NON-COMBUSTIBLE, HEAVY TIMBER OR EXTERIOR GRADE IGNITION RESISTANT MATERIALS SUCH AS THOSE LISTED AS WUIC (WILDLAND URBAN INTERFACE CODE) APPROVED PRODUCTS.

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NO. DATE DESC.

**EXTERIOR MATERIALS**



**GREER RESIDENCE**

LOT 927 R2 SUNDANCE LANE, TELLURIDE, CO 81435  
LOT 927R2 ACC TO REPLAT OF LOT 927R REC 12 02 2005 PL BK 1 PG 3575 THRU 3577 RECEIPT 379914 CONT. 931 ACRES BLDG COVENANT AGREEMENT JULY 2005

EXTERIOR  
ELEVATION

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SHEET NUMBER

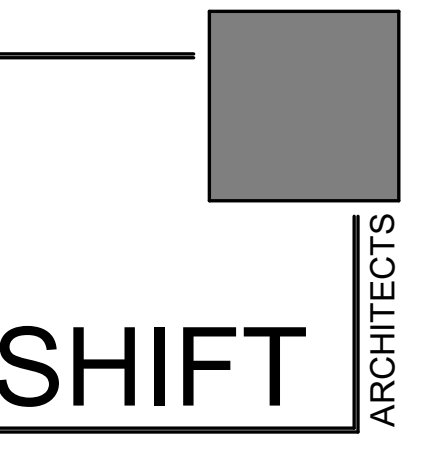
**A4.4**

**1 WEST ELEVATION**  
1/4" = 1'-0"



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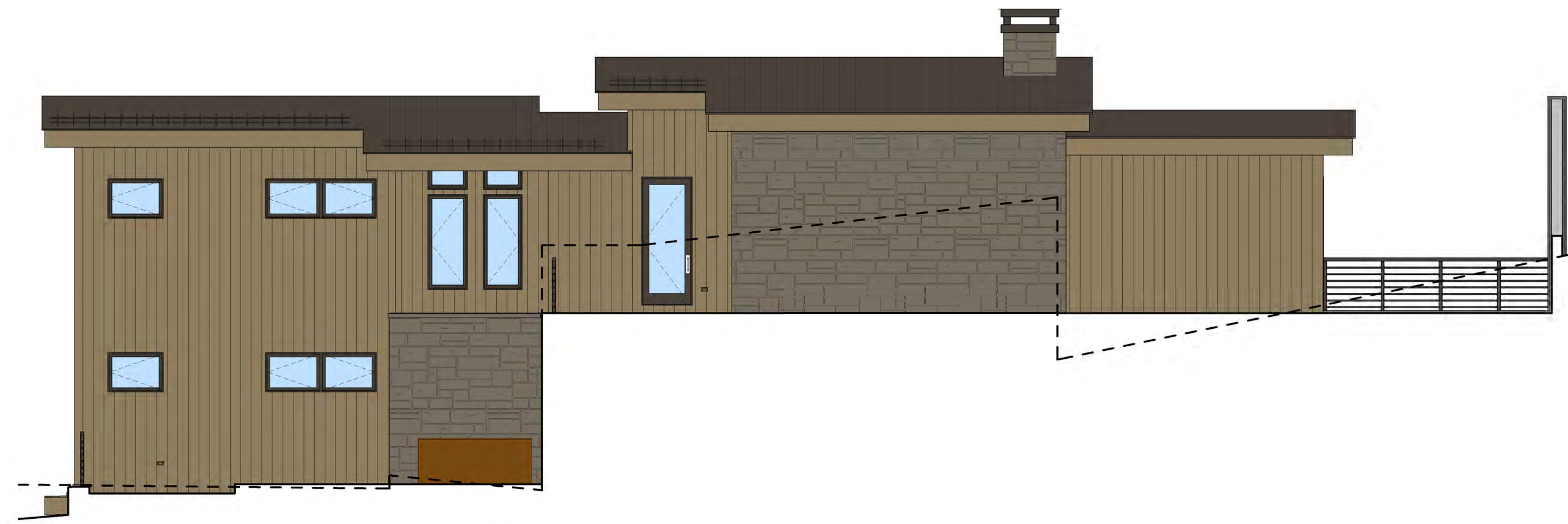
**1 EAST ELEVATION**  
3/16" = 1'-0"



**2 WEST ELEVATION**  
3/16" = 1'-0"



**3 NORTH ELEVATION**  
3/16" = 1'-0"



**4 SOUTH ELEVATION**  
3/16" = 1'-0"

GREER RESIDENCE

LOT 927 R2 SUNDANCE LANE, TELLURIDE, CO 81435  
LOT 927R2 ACC TO REPLAT OF LOT 927R REC 12 02 2005 PL BK 1 PG 3575 THRU 3577 RECEIPT 379914 CONT. 931 ACRES BLDG COVENANT AGREEMENT JULY 2005

PRESENTATION  
ELEVATION

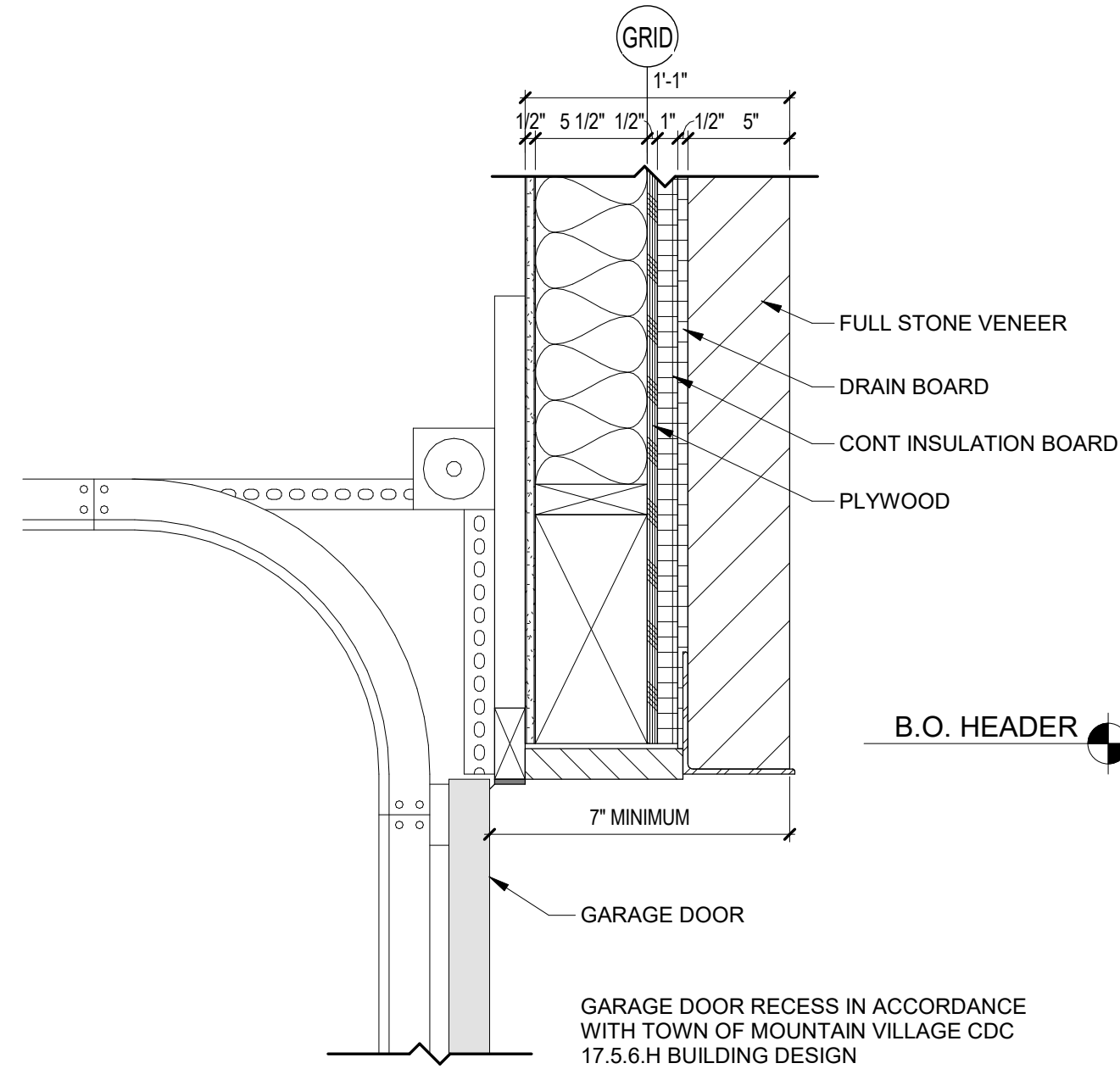
SHEET NUMBER

**A4.5**

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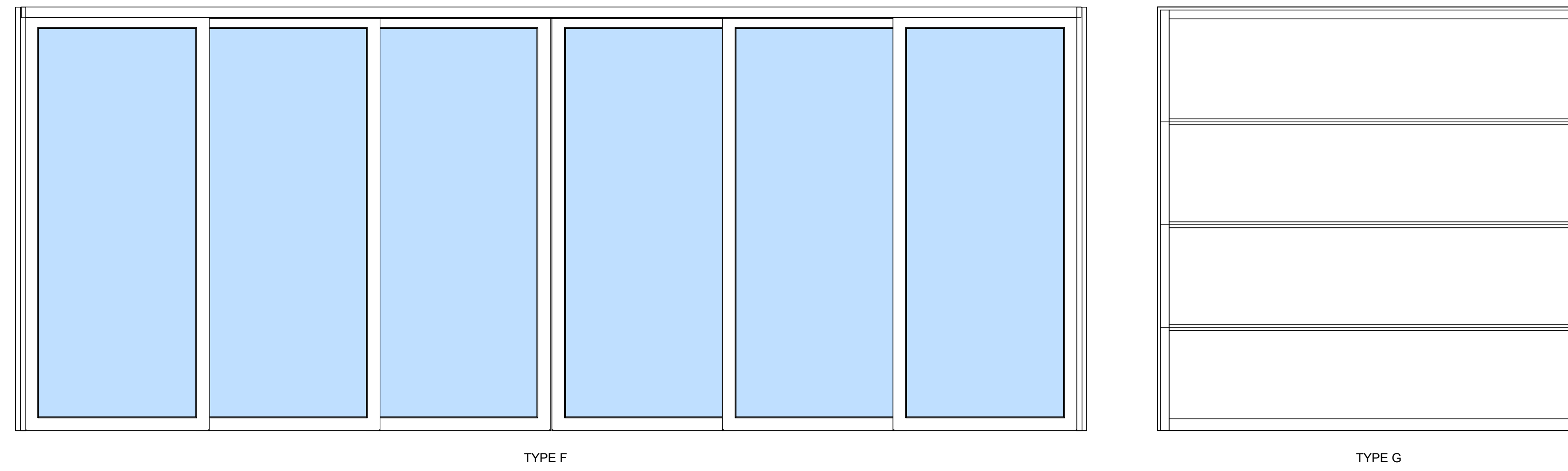
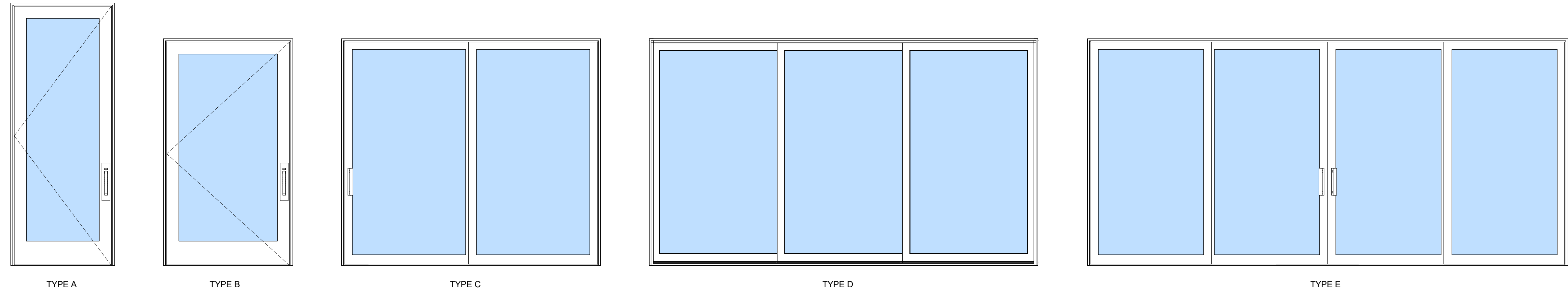


**1 GARAGE DOOR RECESS**  
1 1/2" = 1'-0"

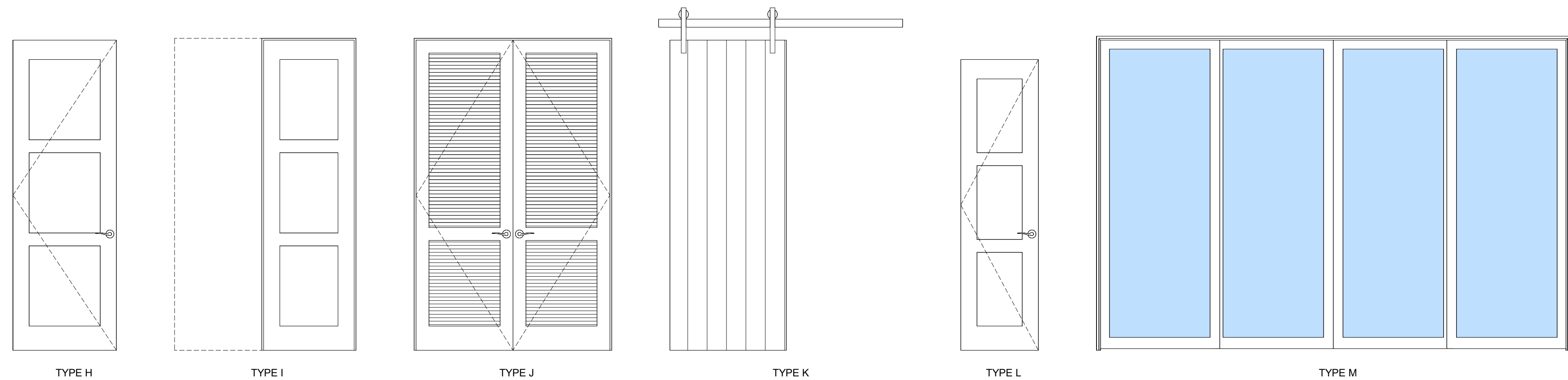
**DOOR NOTES:**

1. DOOR INSTALLATION- INSTALL DOORS IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.
2. PROVIDE TEMPERED GLASS AS REQUIRED BY CODE.
3. DOOR HARDWARE TO BE BRUSHED NICKEL OR BRUSHED STEEL.
4. DOOR & WINDOW MANUFACTURER: LOEWEN ALUMN CLAD WOOD.
5. VERIFY ROUGH OPENINGS WITH MANUFACTURER PRIOR TO FRAMING.
6. WINDOW MANUFACTURER TO PROVIDE SHOP DRAWINGS.
7. PROVIDE SCREENS FOR ALL DOORS.
8. DOORS SHALL BE IN ACCORDANCE WITH THE TOWN OF MOUNTAIN VILLAGE COMMUNITY DEVELOPMENT CODE CHAPTER 17.5 DESIGN REGULATIONS (17.5.6.H DOORS AND ENTRY WAYS).

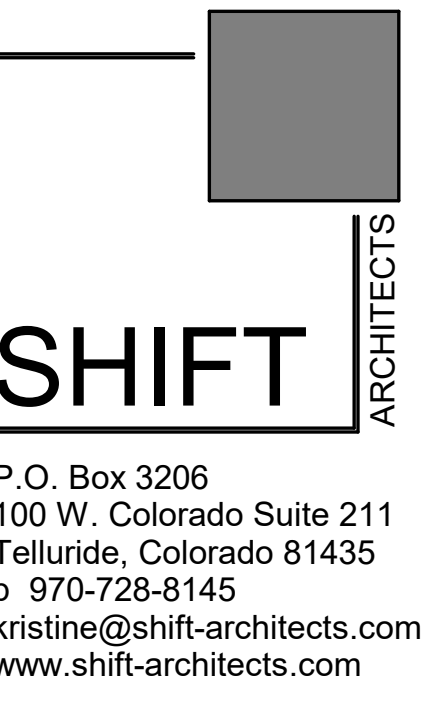
DOOR SCHEDULE								
MARK	ROOM NAME	TYPE MARK	WIDTH	HEIGHT	TYPE	MANUFACTURER	LOCATION	COMMENTS
001	ENTRY / STAIR	B	3'-9 1/2"	6'-10 3/4"	PIVOT	CUSTOM PIVOT DOOR	EXTERIOR	
004	GAME ROOM	E	14'-7 1/2"	6'-10 3/4"	BI-PARTING LIFTSLIDE (4 PANEL)	LOEWEN ALUM CLAD WOOD; BLACK	EXTERIOR	
011B	BUNK	C	7'-9 1/2"	6'-10 3/4"	SLIDING PATIO (2 PANEL)	LOEWEN ALUM CLAD WOOD; BLACK	EXTERIOR	
016B	GARAGE	G	9'-0"	9'-0"	OVERHEAD DOOR	STEEL PANEL	EXTERIOR	
016C	GARAGE	G	9'-0"	9'-0"	OVERHEAD DOOR	STEEL PANEL	EXTERIOR	
016D	GARAGE	G	9'-0"	9'-0"	OVERHEAD DOOR	STEEL PANEL	EXTERIOR	
103	LIVING	F	22'-6"	9'-0"	BI-PARTING LIFTSLIDE (6 PANEL)	LOEWEN ALUM CLAD WOOD; BLACK	EXTERIOR	
105	MUD ROOM 2	A	3'-0"	8'-0"	SWING (1 LITE)	LOEWEN ALUM CLAD WOOD; BLACK	EXTERIOR	
109B	GUEST SUITE 2	D	12'-0"	7'-0"	SLIDING PATIO (3 PANEL)	LOEWEN ALUM CLAD WOOD; BLACK	EXTERIOR	
114B	OFFICE	C	7'-9 1/2"	6'-10 3/4"	SLIDING PATIO (2 PANEL)	LOEWEN ALUM CLAD WOOD; BLACK	EXTERIOR	
201	LOFT	A	3'-0"	8'-0"	SWING (1 LITE)	LOEWEN ALUM CLAD WOOD; BLACK	EXTERIOR	
202B	MASTER SUITE	D	12'-0"	8'-0"	SLIDING PATIO (3 PANEL)	LOEWEN ALUM CLAD WOOD; BLACK	EXTERIOR	
207C	GUEST SUITE 3	C	7'-9 1/2"	7'-10 3/4"	SLIDING PATIO (2 PANEL)	LOEWEN ALUM CLAD WOOD; BLACK	EXTERIOR	
211B	GUEST SUITE 4	C	7'-9 1/2"	7'-10 3/4"	SLIDING PATIO (2 PANEL)	LOEWEN ALUM CLAD WOOD; BLACK	EXTERIOR	
211C	GUEST SUITE 4	A	2'-8"	8'-0"	SWING (1 LITE)	LOEWEN ALUM CLAD WOOD; BLACK	EXTERIOR	
002	MUD ROOM 1	K	3'-0"	8'-0"	BARN DOOR (SINGLE)		INTERIOR	
003	MECH	H	3'-0"	8'-0"	SWING		INTERIOR	20 MIN FIRE RATED
005	GAME ROOM	M	12'-0"	8'-0"	SLIDING DOOR (4 LITE)		INTERIOR	
007	SPA WC	I	2'-4"	8'-0"	POCKET		INTERIOR	
008	SAUNA	L	2'-0"	7'-6"	SWING		INTERIOR	SAUNA
009	STEAM	L	2'-0"	7'-6"	SWING		INTERIOR	STEAM
010	LAUNDRY	J	5'-0"	8'-0"	DOUBLE SWING		INTERIOR	
011A	BUNK	H	2'-8"	8'-0"	SWING		INTERIOR	
012	BATH 1	H	2'-4"	8'-0"	SWING		INTERIOR	
014	CLOSET 1	K	2'-4"	8'-0"	BARN DOOR (SINGLE)		INTERIOR	
016A	ENTRY / STAIR	H	3'-0"	8'-0"	SWING		INTERIOR	20 MIN FIRE RATED
106	PANTRY	H	2'-6"	8'-0"	SWING		INTERIOR	
107	POWDER	H	2'-4"	8'-0"	SWING		INTERIOR	
108	PWDR WC	I	2'-4"	8'-0"	POCKET		INTERIOR	
109A	GUEST SUITE 2	H	3'-0"	8'-0"	SWING		INTERIOR	
110	CLOSET 2	H	2'-6"	8'-0"	SWING		INTERIOR	
111	BATH 2	H	2'-6"	8'-0"	SWING		INTERIOR	
112	WC 2	I	2'-4"	8'-0"	POCKET		INTERIOR	
114A	OFFICE	H	2'-8"	8'-0"	SWING		INTERIOR	
115	OFFICE BATH	H	2'-4"	8'-0"	SWING		INTERIOR	
202A	MASTER SUITE	H	3'-0"	8'-0"	SWING		INTERIOR	
203	MASTER CLOSET	H	2'-6"	8'-0"	SWING		INTERIOR	
204	MASTER BATH	H	2'-6"	8'-0"	SWING		INTERIOR	
205	MASTER WC	I	2'-4"	8'-0"	POCKET		INTERIOR	
207A	GUEST SUITE 3	H	3'-0"	8'-0"	SWING		INTERIOR	
208	BATH 3	H	2'-4"	8'-0"	SWING		INTERIOR	
210	CLOSET 3	K	2'-4"	8'-0"	BARN DOOR (SINGLE)		INTERIOR	
211A	GUEST SUITE 4	H	2'-8"	8'-0"	SWING		INTERIOR	
212	BATH 4	H	2'-4"	8'-0"	SWING		INTERIOR	



EXTERIOR DOOR TYPES



INTERIOR DOOR TYPES



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PROJECT ISSUE DATE:  
02.21.22 DRB PRELIMINARY  
SUBMITTAL

REVISIONS  
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GREER RESIDENCE  
 LOT 927 R2 SUNDANCE LANE, TELLURIDE, CO 81435  
 LOT 927R2 ACC TO REPLAT OF LOT 927/R REC 12 02 2005 PL BK 1 PG 3575 THRU 3577 RECEIPT 379914 CONT .931 ACRES BLDG COVENANT AGREEMENT JULY 2005

DOOR SCHEDULE

SHEET NUMBER

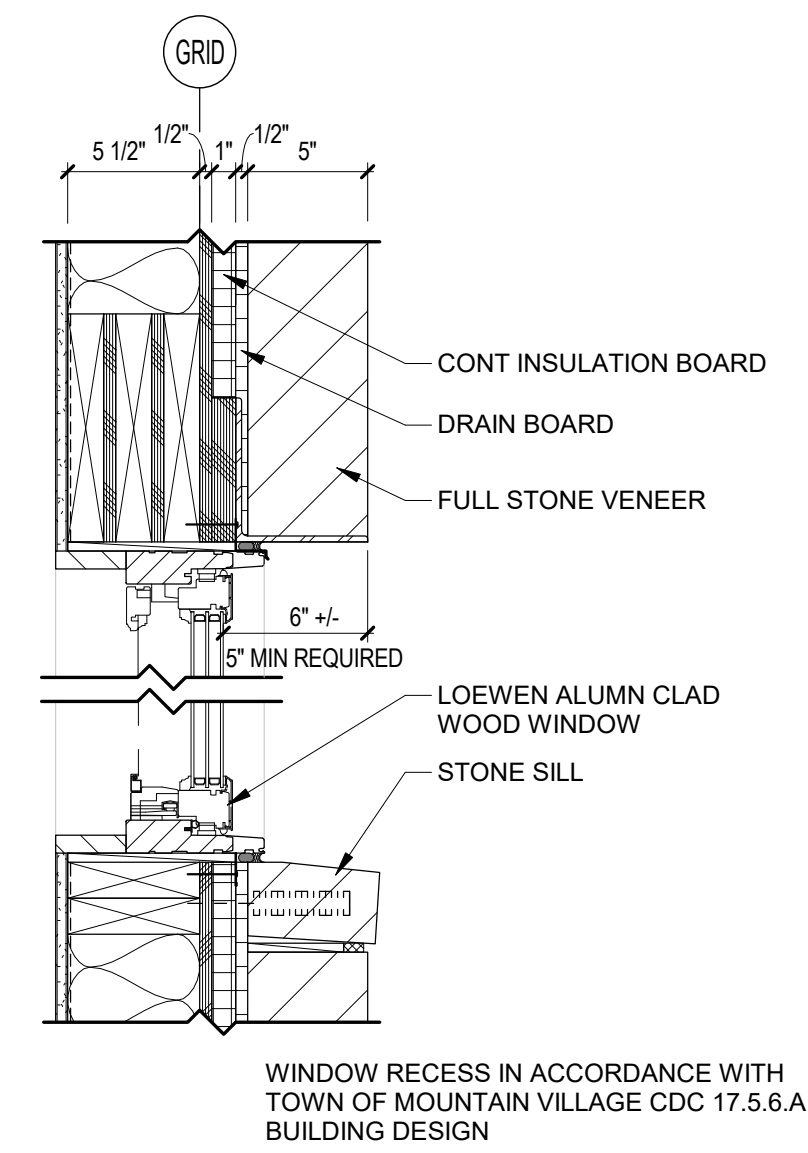
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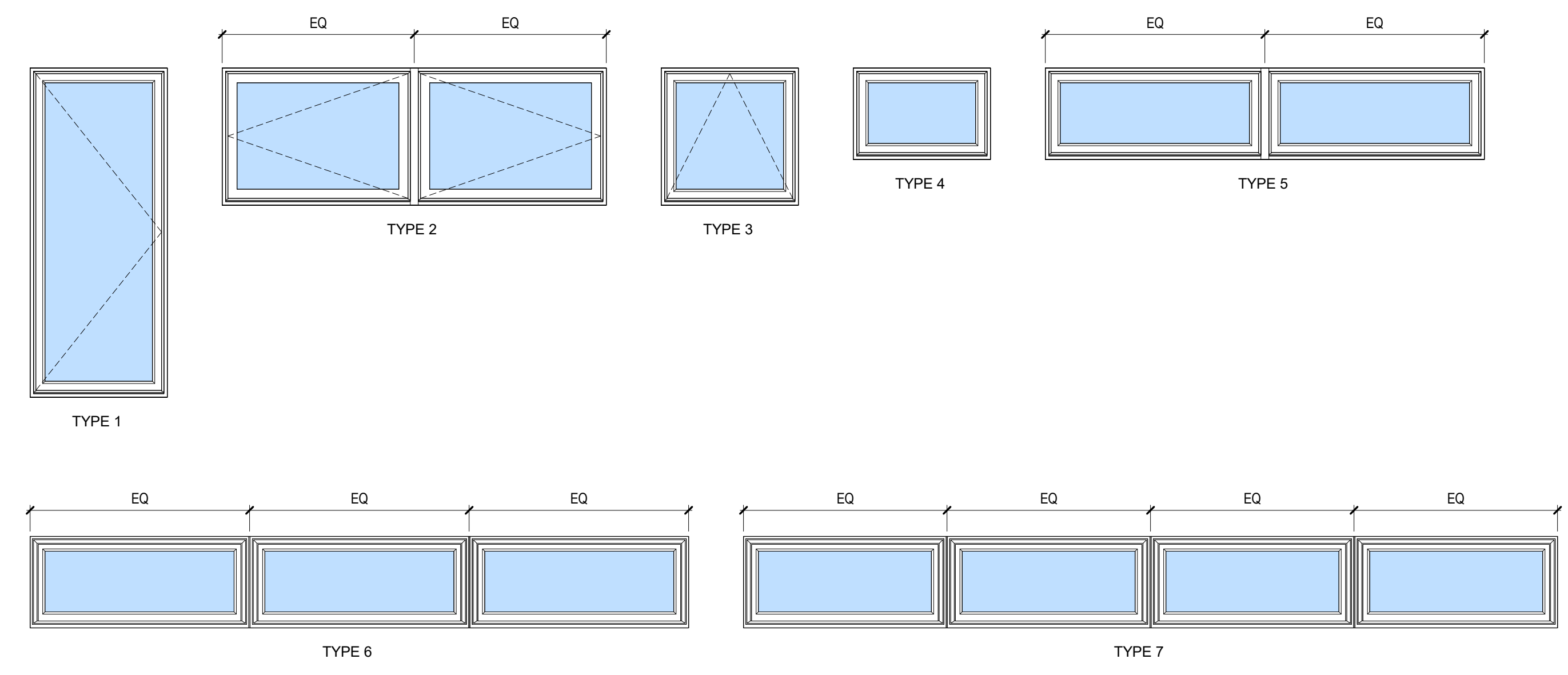
NOT FOR CONSTRUCTION

WINDOW SCHEDULE								
ROOM NUMBER	ROOM NAME	TYPE MARK	UNIT WIDTH	UNIT HEIGHT	TYPE MARK	TYPE	MANUFACTURER	COMMENTS
001	ENTRY / STAIR	B	2'-6"	5'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
001	ENTRY / STAIR	B	2'-6"	5'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
001	ENTRY / STAIR	B	2'-6"	5'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
001	ENTRY / STAIR	G	4'-0"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
001	ENTRY / STAIR	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
001	ENTRY / STAIR	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
001	ENTRY / STAIR	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
001	ENTRY / STAIR	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
001	ENTRY / STAIR	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
004	GAME ROOM	K	14'-10"	1'-8"	7	PICTURE (4 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
011	BUNK	I	8'-0"	1'-8"	5	PICTURE (2 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
012	BATH 1	B	2'-6"	5'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
012	BATH 1	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
016	GARAGE	E	2'-6"	2'-6"	3	AWNING (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
016	GARAGE	E	2'-6"	2'-6"	3	AWNING (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
016	GARAGE	E	2'-6"	2'-6"	3	AWNING (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
101	FOYER	B	2'-6"	5'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
101	FOYER	B	2'-6"	5'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
101	FOYER	B	2'-6"	5'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
101	FOYER	B	2'-6"	5'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
101	FOYER	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
101	FOYER	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
101	FOYER	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
101	FOYER	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
101	FOYER	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
101	FOYER	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
101	FOYER	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
101	FOYER	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
101	FOYER	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
103	LIVING	F	3'-4"	10'-0"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
103	LIVING	F	3'-4"	10'-0"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
103	LIVING	F	3'-4"	10'-0"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
103	LIVING	F	3'-4"	10'-0"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
103	LIVING	F	3'-4"	10'-0"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
103	LIVING	F	3'-4"	10'-0"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
109	GUEST SUITE 2	B	2'-6"	5'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
109	GUEST SUITE 2	B	2'-6"	5'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
109	GUEST SUITE 2	D	7'-0"	2'-6"	2	CASEMENT (2 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
109	GUEST SUITE 2	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
109	GUEST SUITE 2	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
109	GUEST SUITE 2	J	12'-0"	1'-8"	6	PICTURE (3 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
110	CLOSET 2	C	3'-6"	2'-6"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
110	CLOSET 2	C	3'-6"	2'-6"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
111	BATH 2	B	2'-6"	5'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
111	BATH 2	B	2'-6"	5'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
111	BATH 2	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
111	BATH 2	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
111	BATH 2	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
111	BATH 2	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
113	SHW 2	B	2'-6"	5'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
113	SHW 2	C	3'-6"	2'-6"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
113	SHW 2	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	

WINDOW SCHEDULE								
ROOM NUMBER	ROOM NAME	TYPE MARK	UNIT WIDTH	UNIT HEIGHT	TYPE MARK	TYPE	MANUFACTURER	COMMENTS
114	OFFICE	B	2'-6"	5'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
114	OFFICE	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
114	OFFICE	I	8'-0"	1'-8"	5	PICTURE (2 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
115	OFFICE BATH	B	2'-6"	5'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
115	OFFICE BATH	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
201	LOFT	A	2'-6"	6'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
201	LOFT	A	2'-6"	6'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
201	LOFT	A	2'-6"	6'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
201	LOFT	A	2'-6"	6'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
201	LOFT	A	2'-6"	6'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
201	LOFT	A	2'-6"	6'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
201	LOFT	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
201	LOFT	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
201	LOFT	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
201	LOFT	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
201	LOFT	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
201	LOFT	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
201	LOFT	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
201	LOFT	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
201	LOFT	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
202	MASTER SUITE	A	2'-6"	6'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
202	MASTER SUITE	A	2'-6"	6'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
202	MASTER SUITE	D	7'-0"	2'-6"	2	CASEMENT (2 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
202	MASTER SUITE	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
202	MASTER SUITE	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
202	MASTER SUITE	J	12'-0"	1'-8"	6	PICTURE (3 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
203	MASTER CLOSET	C	3'-6"	2'-6"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
203	MASTER CLOSET	C	3'-6"	2'-6"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
204	MASTER BATH	A	2'-6"	6'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
204	MASTER BATH	A	2'-6"	6'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
204	MASTER BATH	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
204	MASTER BATH	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
204	MASTER BATH	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
204	MASTER BATH	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
206	MASTER SHW	A	2'-6"	6'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
206	MASTER SHW	C	3'-6"	2'-6"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
206	MASTER SHW	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
207	GUEST SUITE 3	I	8'-0"	1'-8"	5	PICTURE (2 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
209	SHW 3	E	2'-6"	2'-6"	3	AWNING (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
211	GUEST SUITE 4	A	2'-6"	6'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
211	GUEST SUITE 4	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
211	GUEST SUITE 4	I	8'-0"	1'-8"	5	PICTURE (2 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
212	BATH 4	B	2'-6"	5'-0"	1	CASEMENT (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	
212	BATH 4	H	2'-6"	1'-8"	4	PICTURE (1 WIDE)	LOEWEN ALUM CLAD WOOD; BLACK	

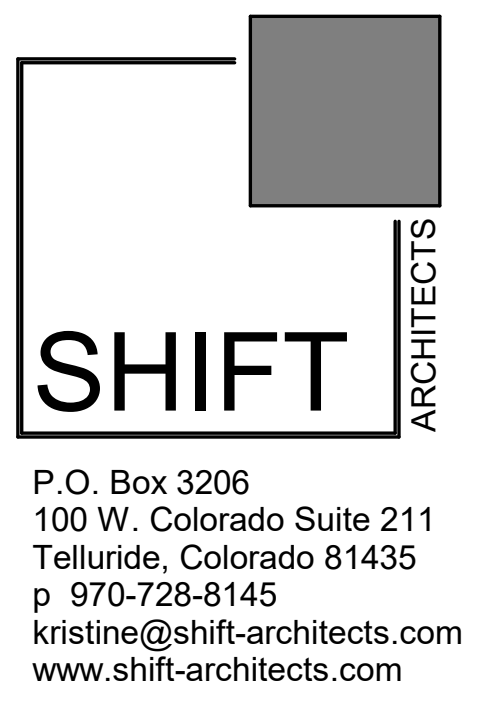


- WINDOW NOTES:**
1. WINDOW INSTALLATION: INSTALL WINDOWS IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.
  2. PROVIDE TEMPERED GLASS AS REQUIRED BY CODE.
  3. SEE ELEVATIONS FOR WINDOW MULLION PATTERN.
  4. WINDOW HARDWARE TO BE BRUSHED NICKEL OR BRUSHED STEEL.
  5. VERIFY ROUGH OPENINGS WITH MANUFACTURER PRIOR TO FRAMING.
  6. WINDOW MANUFACTURER TO VERIFY WINDOW SWINGS.
  7. WINDOW MANUFACTURER TO PROVIDE SHOP DRAWINGS.
  8. PROVIDE SCREENS FOR ALL OPERABLE WINDOWS.
  9. WINDOWS SHALL BE IN ACCORDANCE WITH THE TOWN OF MOUNTAIN VILLAGE COMMUNITY DEVELOPMENT CODE CHAPTER 17.5 DESIGN REGULATIONS (17.5.6.G GLAZING).



**1 WINDOW HEAD/SILL STONE VENEER**  
1 1/2" = 1'-0"

**WINDOW TYPES**



PROJECT ISSUE DATE:  
02.21.22 DRB PRELIMINARY  
SUBMITTAL

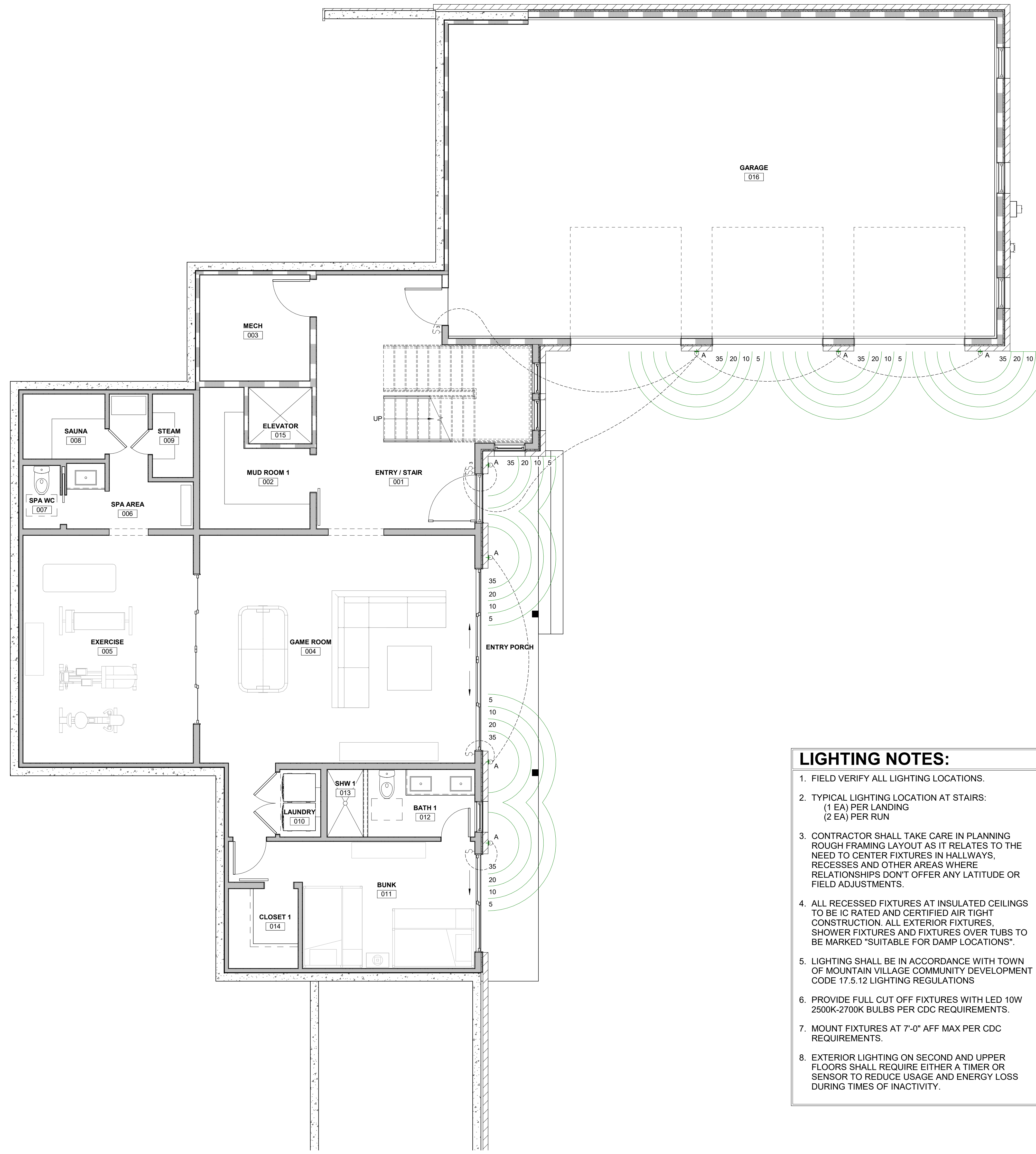
REVISIONS  
NO. DATE DESC

GREER RESIDENCE  
 LOT 927 R2 SUNDANCE LANE, TELLURIDE, CO 81435  
 LOT 927R2 ACC TO REPLAT OF LOT 927R REC 12 02 2005 PL BK 1 PG 3575 THRU 3577 RECEIPT 379914 CONT. 931 ACRES BLDG COVENANT AGREEMENT JULY 2005

WINDOW SCHEDULE  
SHEET NUMBER

**A8.2**  
2/21/2022 10:22:44 AM

NOT FOR CONSTRUCTION



**EXTERIOR FIXTURE A:**

EXTERIOR LED WALL LIGHT (7 TOTAL)

SLANT LED INDOOR & OUTDOOR WALL LIGHT	
BLACK	
MANUFACTURER	dweLED BY WAC LIGHTING
ITEM	WS-W14911-BK
MATERIAL	ALUMINUM
GLASS	ETCHED OPAL GLASS LENS
WIDTH	5"
HEIGHT	10 5/8"
DEPTH	3 1/4"
LUMENS (TOTAL)	440
WATTS (TOTAL)	7.0
CRI	90
COLOR TEMP	3000K (SOFT WHITE)
LAMP TYPE	LED BUILT-IN
RATED LIFE	50,000 HOURS
DIMMABLE	ELV DIMMING: 10% - 100%
VOLTAGE	120V
DARK SKY COMPLIANT	YES
CERTIFICATION	ETL LISTED WET LOCATIONS



**EXTERIOR FIXTURE B:**

EXTERIOR LED WALL/STEP LIGHT (12 TOTAL)

LANDSCAPE LIGHTING LED HORIZONTAL STEP LIGHT	
BLACK ON ALUMINUM	
MANUFACTURER	WAC LIGHTING
ITEM	4011-30BK
MATERIAL	CORROSION RESISTANT ALUMINUM ALLOY
GLASS	FROSTED GLASS DIFFUSER
WIDTH	5"
HEIGHT	3"
DEPTH	1.93"
LUMENS	68
BEAM SPREAD	50°
CRI	90
COLOR TEMP	3000K
PRIMARY BULB	1 X 2.0 WATTS 2.0 LED
RATED LIFE	60,000 HOURS
DIMMABLE	10% - 100%
VOLTAGE	12V
LIGHT SOURCE	2 WATT (68 LUMENS) 12 VOLT INTEGRATED LED
CERTIFICATION	UL1838, IP66 WET LOCATIONS



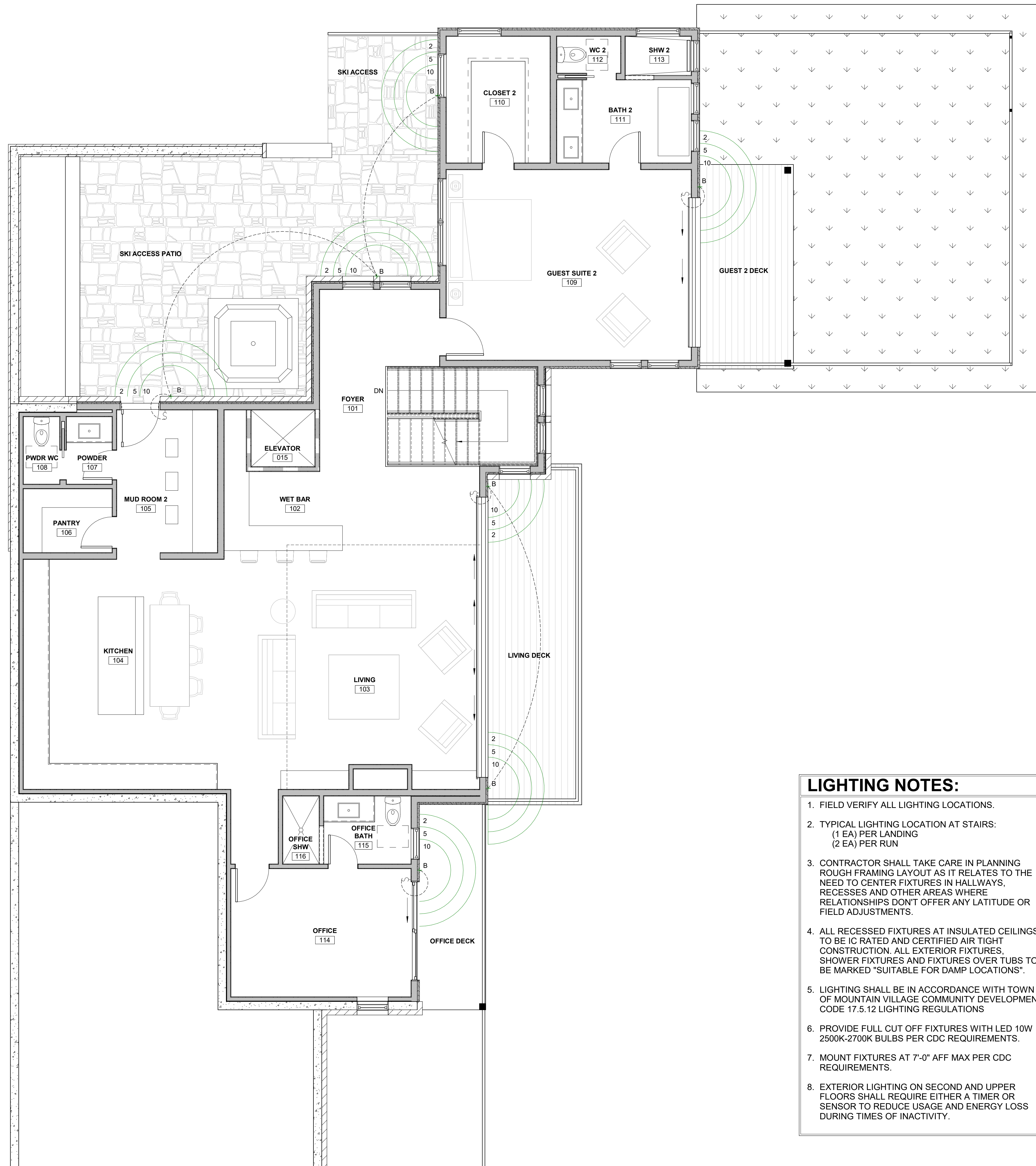
**LIGHTING NOTES:**

- FIELD VERIFY ALL LIGHTING LOCATIONS.
- TYPICAL LIGHTING LOCATION AT STAIRS:  
(1 EA) PER LANDING  
(2 EA) PER RUN
- CONTRACTOR SHALL TAKE CARE IN PLANNING ROUGH FRAMING LAYOUT AS IT RELATES TO THE NEED TO CENTER FIXTURES IN HALLWAYS, RECESSES AND OTHER AREAS WHERE RELATIONSHIPS DON'T OFFER ANY LATITUDE OR FIELD ADJUSTMENTS.
- ALL RECESSED FIXTURES AT INSULATED CEILINGS TO BE IC RATED AND CERTIFIED AIR TIGHT CONSTRUCTION. ALL EXTERIOR FIXTURES, SHOWER FIXTURES AND FIXTURES OVER TUBS TO BE MARKED "SUITABLE FOR DAMP LOCATIONS".
- LIGHTING SHALL BE IN ACCORDANCE WITH TOWN OF MOUNTAIN VILLAGE COMMUNITY DEVELOPMENT CODE 17.5.12 LIGHTING REGULATIONS
- PROVIDE FULL CUT OFF FIXTURES WITH LED 10W 2500K-2700K BULBS PER CDC REQUIREMENTS.
- MOUNT FIXTURES AT 7'-0" AFF MAX PER CDC REQUIREMENTS.
- EXTERIOR LIGHTING ON SECOND AND UPPER FLOORS SHALL REQUIRE EITHER A TIMER OR SENSOR TO REDUCE USAGE AND ENERGY LOSS DURING TIMES OF INACTIVITY.

**LIGHTING LEGEND**

	RECESSED CAN		DOUBLE HEADED MONO POINT
	RECESSED CAN; DIRECTIONAL		MOTION SENSOR
	RECESSED CAN; WET LOCATIONS		PENDANT
	RECESSED CAN; EXTERIOR		UNDER CABINET LED STRIP
	CEILING FAN		RECESSED LED LIGHT
	2' LINEAR CLOSET FIXTURE		TABLE LAMP RECEPTACLE
	EXHAUST FAN		FLOOR LAMP RECEPTACLE
	EXHAUST FAN WITH LIGHT		WALL MOUNTED SCENCE
	CEILING MOUNT FLUORESCENT LIGHT		STEP LIGHT
	SURFACE MOUNT FIXTURE		TWO WAY SWITCH
	CHANDELIER		THREE WAY SWITCH
	MONO POINT FIXTURE		TV OUTLET
			WALL GRAZING
			EXTERIOR SCENCE
			FIXTURE LAYOUT GRID





**EXTERIOR FIXTURE A:**  
 EXTERIOR LED WALL LIGHT (7 TOTAL)

SLANT LED INDOOR & OUTDOOR WALL LIGHT	
BLACK	
MANUFACTURER	dweLED BY WAC LIGHTING
ITEM	WS-W14911-BK
MATERIAL	ALUMINUM
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CRI	90
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LAMP TYPE	LED BUILT-IN
RATED LIFE	50,000 HOURS
DIMMABLE	ELV DIMMING: 10% - 100%
VOLTAGE	120V
DARK SKY COMPLIANT	YES
CERTIFICATION	ETL LISTED WET LOCATIONS



**EXTERIOR FIXTURE B:**  
 EXTERIOR LED WALL/STEP LIGHT (12 TOTAL)

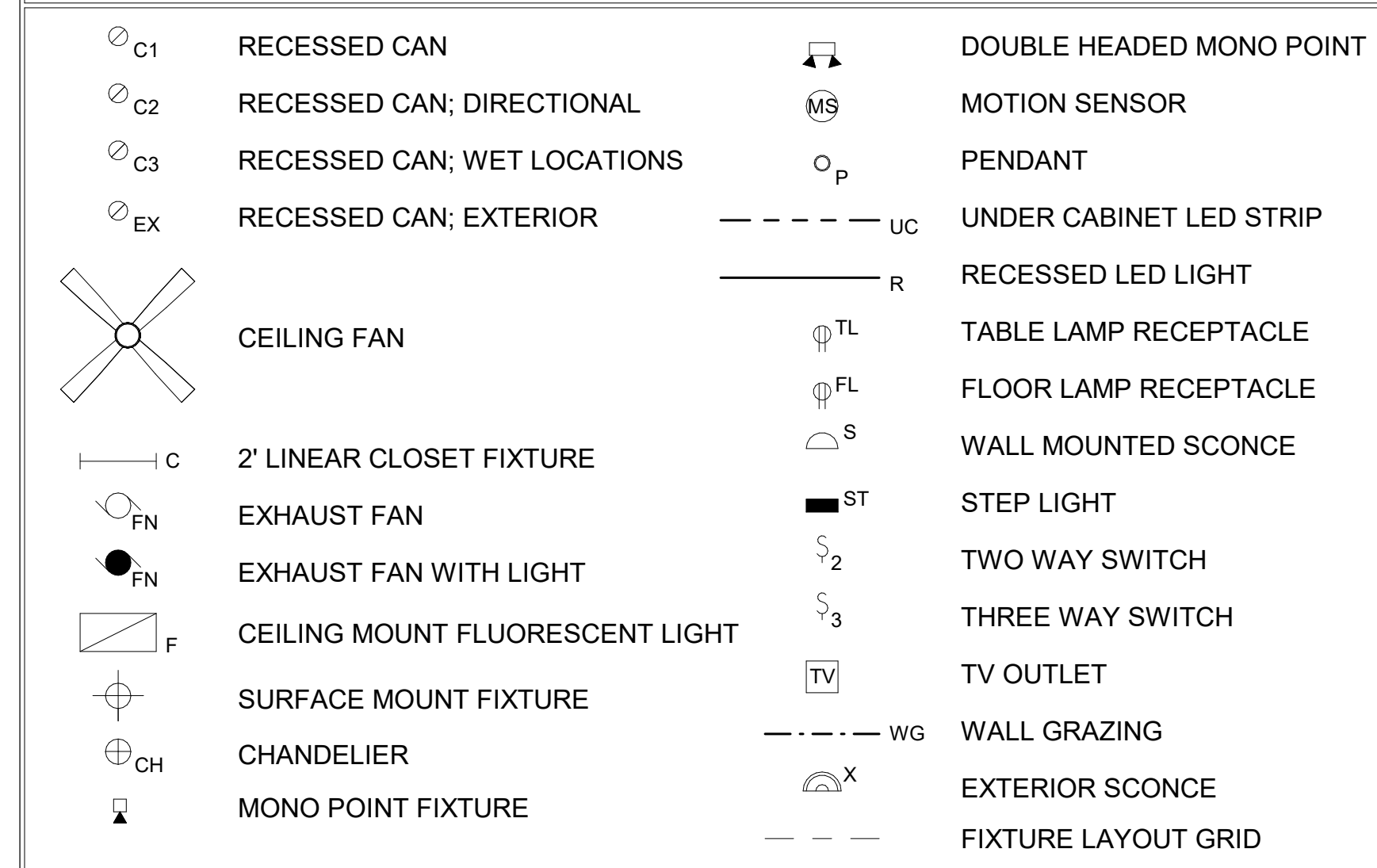
LANDSCAPE LIGHTING LED HORIZONTAL STEP LIGHT	
BLACK ON ALUMINUM	
MANUFACTURER	WAC LIGHTING
ITEM	4011-30BK
MATERIAL	CORROSION RESISTANT ALUMINUM ALLOY
GLASS	FROSTED GLASS DIFFUSER
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HEIGHT	3"
DEPTH	1.93"
LUMENS	68
BEAM SPREAD	50°
CRI	90
COLOR TEMP	3000K
PRIMARY BULB	1 X 2.0 WATTS 2.0 LED
RATED LIFE	60,000 HOURS
DIMMABLE	10% - 100%
VOLTAGE	12V
LIGHT SOURCE	2 WATT (68 LUMENS) 12 VOLT INTEGRATED LED
CERTIFICATION	UL1838, IP66 WET LOCATIONS



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**LIGHTING LEGEND**



GREER RESIDENCE

LIGHTING PLAN

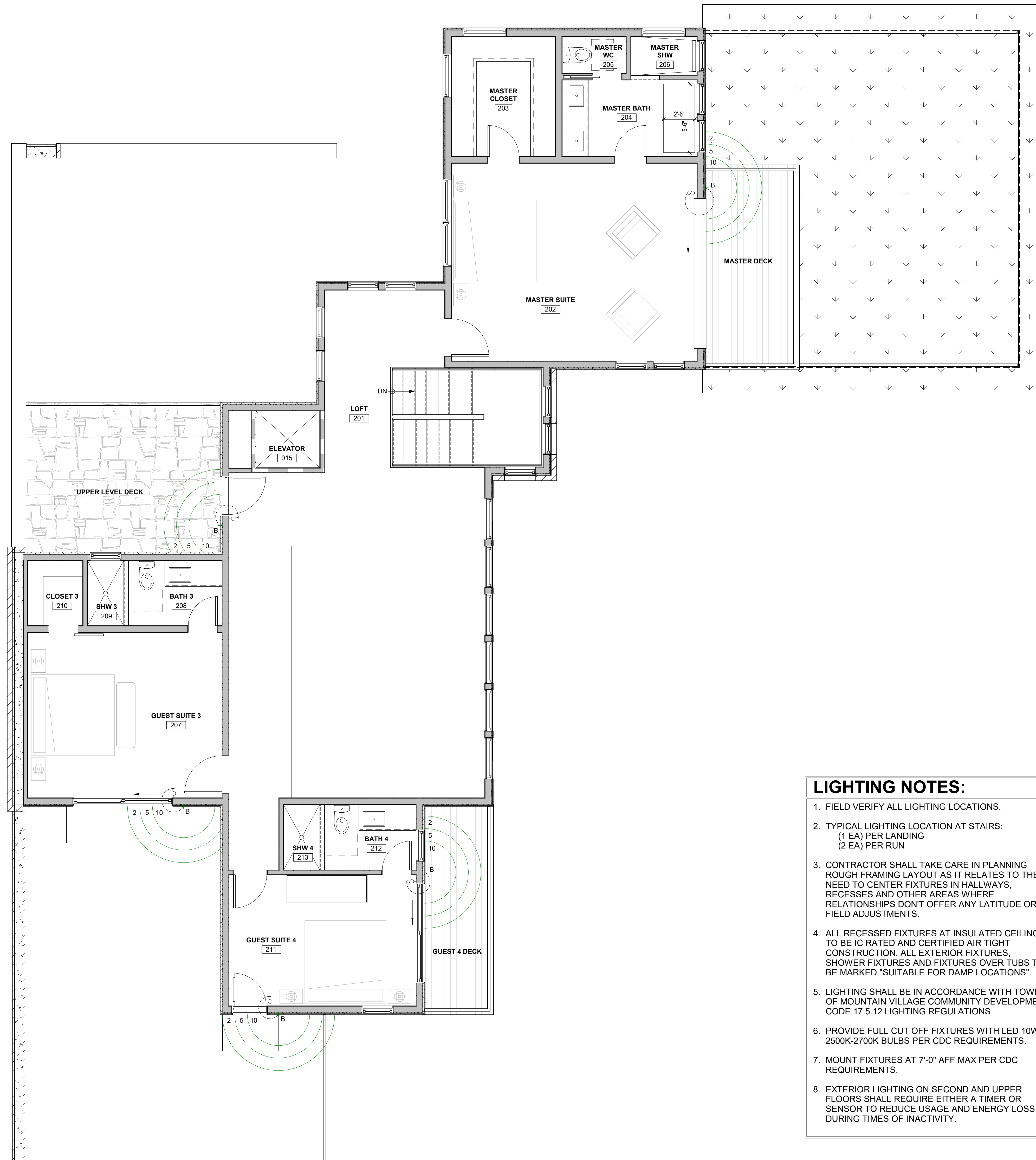
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NOT FOR CONSTRUCTION

2/21/2022 10:22:49 AM

LOT 927 R2 SUNDANCE LANE, TELLURIDE, CO 81435  
 LOT 927R2 ACC TO REPLAT OF LOT 927R REC 12 02 2005 PL BK 1 PG 3575 THRU 3577 RECEIPT 379914 CONT. 931 ACRES BLDG COVENANT AGREEMENT JULY 2005

SHEET NUMBER



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COLOR TEMP	3000K (SOFT WHITE)
LAMP TYPE	LED BUILT-IN
RATED LIFE	50,000 HOURS
DIMMABLE	ELV DIMMING: 10% - 100%
VOLTAGE	120V
DARK SKY COMPLIANT	YES
CERTIFICATION	ETL LISTED WET LOCATIONS



**EXTERIOR FIXTURE B:**  
 EXTERIOR LED WALL/STEP LIGHT (12 TOTAL)

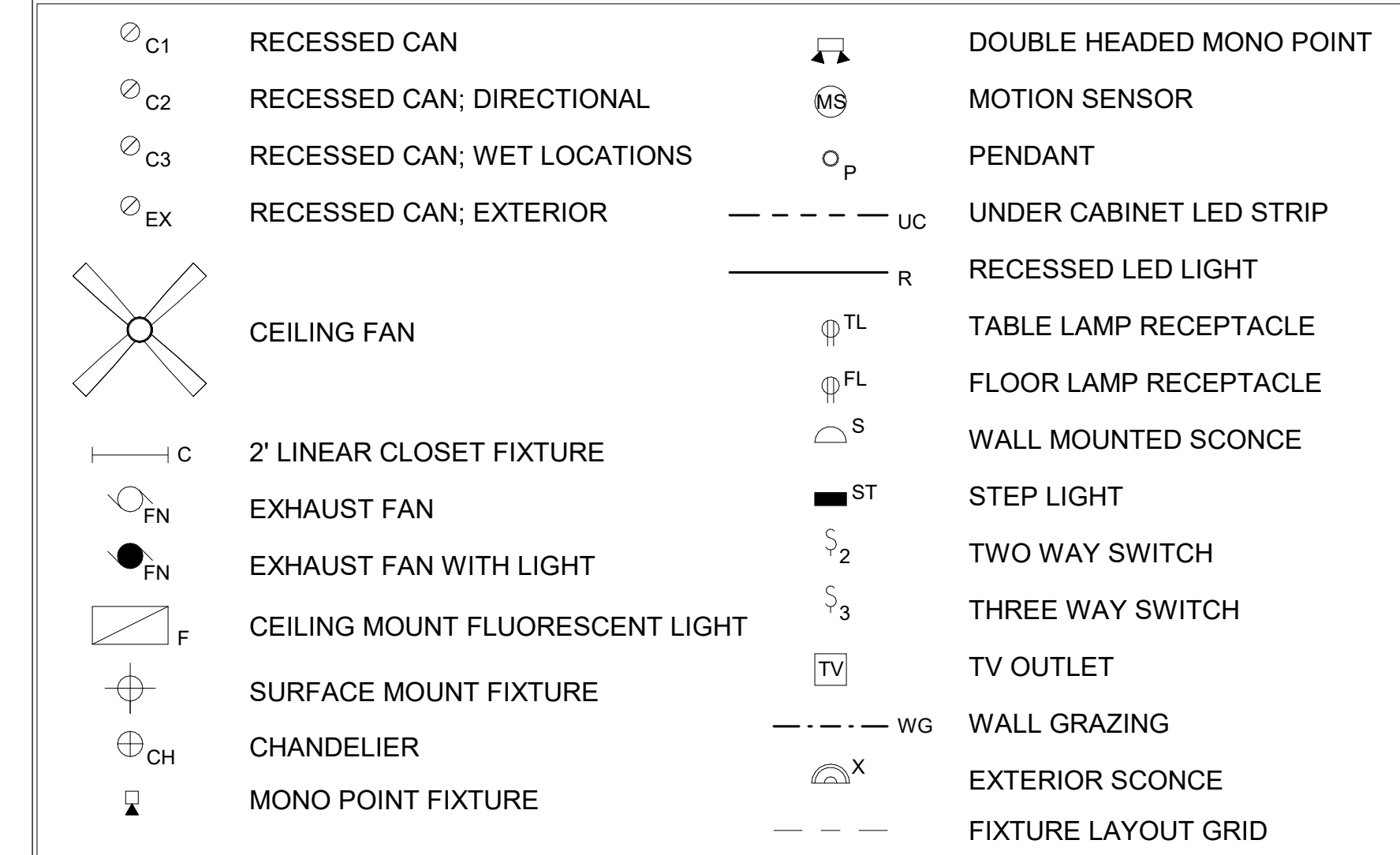
LANDSCAPE LIGHTING LED HORIZONTAL STEP LIGHT	
BLACK ON ALUMINUM	
MANUFACTURER	WAC LIGHTING
ITEM	4011-30BK
MATERIAL	CORROSION RESISTANT ALUMINUM ALLOY
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7. MOUNT FIXTURES AT 7'-0" AFF MAX PER CDC REQUIREMENTS.
8. EXTERIOR LIGHTING ON SECOND AND UPPER FLOORS SHALL REQUIRE EITHER A TIMER OR SENSOR TO REDUCE USAGE AND ENERGY LOSS DURING TIMES OF INACTIVITY.

**LIGHTING LEGEND**





**Date:** July 10, 2022

**By:** Kristine Perpar, Architect

**Sent to:** Mountain Village Planning Staff

**Re:** Height Variance Application

**Property Address:** TBD Sundance Lane; Lot 927R2, Mountain Village, CO 81435

Dear Mountain Village Town Council and Design Review Board,

This narrative outlines the requested height variance at Lot 927R2 and addresses the Criteria for Decision provided in the CDC for Variance Requests. Per the Community Development Code, "The purpose and intent of the variance process is to establish policies and procedure for granting a variance to the requirements of the CDC because the strict application of CDC requirements would cause *exceptional and undue hardship* on the development and use of [the] lot due to special circumstances existing relative to the lot such as size, shape, *topography or other extraordinary or exceptional physical conditions*". Lot 927R2 is burdened with special circumstances related to the topography and more specifically its overall steepness. As noted on the topographic existing conditions plan, almost the entirety of the Lot is located in areas exceeding 30% slope. We believe that because of the steepness of Lot 927R2, the strict implementation of the Maximum Height Requirements of the CDC would in fact cause exceptional and undue hardship as it relates to the enjoyment of Lot 927R2 especially as compared to other homes within Mountain Village. Due to the site constraints outlined in this narrative and the associated plan set, we feel that this variance request is necessary for the development of this home and without some relief from the CDC requirements, the Lot will be unable to be constructed to similar standards as other homes seen along Sundance Lane and throughout the Mountain Village as a whole.

**Design and Square Footage:** The home as currently designed is moderate in size with the livable square footage at 5,566.32 square feet. Visually, the home steps up the steep slope and the majority of the structure is viewed as a one-story to two-story home. The square footage appears to be in line with homes approved and built in Mountain Village as of recently. Additionally, the design as shown only impacts a relatively small portion of the Lot and is currently showing a 10% Lot coverage which is well below the 40% allowable amount. The siting of the home was necessitated by access but the CDC otherwise specifies that buildings shall be sited based on the consideration of influences such as surrounding development, shade and shadow, views, solar exposure, natural vegetation, and water run-off. The intent of this design was to provide logical site access and parking areas, limit disturbances to the natural vegetation, along with maximizing solar exposure and views to the north.

**Variance Request:** The proposed development necessitates a height variance in two locations. These heights are demonstrated on Page A2.0 of the architectural plan set with the West Elevation exceeding the 35' height allowance for shed roofs by 11.75'. The East elevations exceed the 35' height allowance by 3.19'. It should be noted that the extreme slope of the site and particularly the interface between the existing grade versus finished grade makes the request seem large at almost 12 feet, but in fact the finished grade of the home and the massing do not otherwise imply this variance amount and the height from adjacent grade are approximately 2-3 feet above the allowable heights.

**Criteria for Decision:** *The following criteria have been addressed and we feel that we are meeting the entirety of the CDC requirements within this application, narrative, and architectural plan set; allowing for the granting of the Variance by Town Council.*

1. The following criteria shall be met for the review authority to approve a variance:
  - a. The strict development application of the CDC regulations would result in exceptional and undue hardship upon the property owner in the development of property lot because of special circumstances applicable to the lot such as size, shape, topography or other extraordinary or exceptional physical conditions;

*Note: As discussed above, there are special circumstances as it relates to Lot 927R2 that create exceptional hardship in the strict implementation of the Maximum Building Height requirements of the CDC. The hardship is not self-created in that it relates entirely to the steepness of this specific Lot. The proposed design of the home has attempted to limit the overall heights and massing without impacting the overall desirability and enjoyment of the home as it compares to other homes in the Mountain Village and Sundance Lane. We feel that by decreasing the home's size further and reducing the proposed heights to meet CDC requirements, the Lot would not be able to be enjoyed to the same extent as other properties in the Mountain Village given its unique topography.*

- b. The variance can be granted without substantial detriment to the public health, safety and welfare;

*Note: The public health, safety, and welfare will not be impacted from this proposal. Approval of the variance itself will not create any additional traffic, solar impacts, or stormwater impacts to neighboring properties above what would otherwise occur with construction of a single-family home in this location. We strongly believe that by limiting the overall lot coverage to 10% and stepping the home down the slope, the design mitigates concerns discussed in this criterion. The height increase alone will not trigger any detrimental effects to these standards and it would be assumed that less site disturbance would provide a benefit to these neighboring properties and the Town.*

- c. The variance can be granted without substantial impairment of the intent of the CDC;

*Note: The CDC expressly allows for the granting of a variance under certain circumstances and hardships such as extreme topography which this site is subject. With this variance request, we believe that application is meeting the Intent of both the Zoning and Land Use Regulations along with the Design Regulations of the CDC.*

- d. Granting the variance does not constitute a grant of special privilege in excess of that enjoyed by other property owners in the same zoning district, such as without limitation, allowing for a larger home size or building height than those found in the same zone district;

*Note: As discussed above, the proposed home's design is relatively subdued in scale compared to other homes within the Mountain Village and arguably very similar architecturally to other homes approved by the Town's DRB recently. The town has*

*approved residential height variances in the past for similar situations (IE. Steep Home Sites), and we feel that this request is in line with the past precedent for this type of request. The massing of the home steps down the hillside in a way that limits the overall form and heights throughout, but the difficulty in meeting the height requirements due to slopes and existing grade vs. finished grade were too problematic to overcome.*

- e. Reasonable use of the property is not otherwise available without granting of a variance, and the variance being granted is the minimum necessary to allow for reasonable use;

*Note: Reasonable use of this property is one that allows for the use of this Lot in a similar manner or alignment with other homes and Lots within the general vicinity of the proposal. Due to the steepness of the site in comparison to other sites along Sundance Lane, we are requesting the variance to maximum building heights, but otherwise this project is in alignment with previous development seen within this area and throughout the Mountain Village. We feel that this request is the minimum necessary to afford relief given the Lot's steep slopes and have intentionally designed the home to have a low pitch roof (1:12) in order to not further increase the overall height.*

- f. The lot for which the variance is being granted was not created in violation of Town regulations or Colorado State Statutes in effect at the time the lot was created;

*Note: Lot 927R2 was legally created through a replat of Lot 927R and OSP-24, which was recorded December 1, 2005. At that time, it received approval from the Town and also met Colorado State Statutes in effect.*

- g. The variance is not solely based on economic hardship alone; and

*Note: This request is not based on economic hardship but rather feasibility of building a home on this Lot given the access and slope constraints.*

- h. The proposed variance meets all applicable Town regulations and standards unless a variance is sought for such regulations or standards.

*Note: As outlined within this narrative, we believe that this application is meeting all requirements and criteria necessary for the approval of this variance request to allow for increased Maximum Building Heights by Town Council. The application is otherwise meeting all requirements of the CDC.*

Please let us know if you need any additional information or have any further comments

Sincerely,



Kristine Perpar

Exhibit A: Access Easement - Photography of easement from the east.



This image demonstrates both the location of the existing access easement across OSP-24, and the extreme slopes of this area. OSP-24 is the location of Lift 10 and in order to access the Lot per the easement, large amounts of excavation and retention within the open space would need to occur which we feel would be much more impactful both visually and environmentally. Note the large stand of existing trees that would

shield some of the massing of the home as seen from Sundance Lane which would need to be removed if this access were to be utilized.

Exhibit B: Story Poles - Site Photography



Exhibit B shows the story poles which were erected to demonstrate the proposed heights to the adjacent neighbors upon their request. These are currently on site and will remain unless requested to be removed. Again, note the large amount of mature vegetative buffering between the home located directly south (above) this home along with the steep slopes at the building site. As shown, the story poles appear to be dwarfed by the surrounding landscape.

Exhibit C: Neighboring Home - Retaining Wall



This image shows a neighboring property and the retaining wall to the rear of the home. Rather than create a large cut into this hillside, the homes design steps down the hillside to limit overall disturbance and retainage, along with massing of the home. The owner has chosen a modern shed roof form in order to limit glazing areas to the rear of the home which would otherwise be facing the steep slope in a similar manner to the above home.



## DEVELOPMENT REFERRAL FORM

Planning & Development Services  
Planning Division  
455 Mountain Village Blvd. Ste. A  
Mountain Village, CO 81435  
(970) 728-1392

### Referral Agency Comments

Public Works has no issues with this application.

Finn

TFPD approves the proposal with the following conditions:

- 1) The structure is over 3,600 sq ft and shall require a monitored NFPA 13D sprinkler system.
- 2) The structure shall require a monitored NFPA 72 alarm system.
- 3) The width of the driveway shall meet the code of 16 feet total width. 12-feet shall be a hard surface with 2-foot shoulders meeting the same compaction required as the hard surface and shall be an all-weather driving surface.
- 4) The address monument shall be a minimum of 4-foot 6-inches from grade to the bottom of the address numbers. Address numbers shall be 6-inches in height, reflective coated, or outlined with a reflective coating.
- 5) TFPD recommends the installation of a Knox Box for emergency entry into the structure.

Scott Heidergott