TOWN OF MOUNTAIN VILLAGE
TOWN COUNCIL REGULAR MEETING
THURSDAY, AUGUST 17, 2023, 1:00 PM
2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL
455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO
AGENDA REVISED 3
https://us06web.zoom.us/webinar/register/WN_JSx_NmWaTeutmX6HFAzIfA
Please note that times are approximate and subject to change.

	Time	Min	Presenter	Type	
1.	1:00				Call to Order
2.	1:00	5			Public Comment on Non-Agenda Items
3.	1:05	30	Bryan	Legal	Executive Session for the Purpose of: a. Conference with the Town Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions under CRS Section 24-6-402(4)(b), Specifically Regarding the Citizen-Initiated Ordinance to Amend the Community Development Code
4.	1:35	5	Holmes Broady	Informational	Staff Introductions: a. Ashley Federici, Administrative Assistant to HR & Communications b. Hector Delgado, Community Service Officer
5.	1:40	10	Johnston	Action	Consideration of Appointments: a. Two Mountain Village Resident Seats on the Grant Committee b. One Regular Seat on the Ethics Committee
6.	1:50	10	Johnston	Action ***Quasi-Judicial***	Liquor Licensing Authority: a. Consideration of a Special Event Liquor Application by Telluride Mountain Club Partnering with the Telluride Reserve for a Special Event on August 19, 2023 from 2:00 to 5:00 PM
7.	2:00	5	Wisor Squier	Informational	Update on Mountain Munchkins
8.	2:05	5	Johnston	Action	Consent Agenda: All matters in the Consent Agenda are considered to be routine by the Town Council and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately: a. Consideration of Approval of the July 18, 2023 Special Town Council Meeting Minutes b. Consideration of Approval of the July 20, 2023 Regular Town Council Meeting Minutes
9.	2:10	10	Link Bryan	Action	Consideration of Approval of a Franchise Agreement with San Miguel Power Association, Inc
10.	2:20	10	Bryan Ward	Action	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Amending CDC Section 17.4.8 to Provide Temporary Authority for Additional Renewal of Expiring Land Use Approvals
11.	2:30	15	Ward	Action ***Quasi-Judicial***	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding a Vested Property Rights Extension for a Site-Specific Development Plan for Lot 30, TBD Aspen Ridge Drive Pursuant to CDC 17.4.17

TOWN COUNCIL MEETING
AGENDA FOR AUGUST 17, 2023

12.	2:45	15	Ward	Action ***Quasi-Judicial***	Consideration of a Resolution Approving a Variance to Allow for a Detached Accessory Dwelling Unit on a Lot of Less than .75 acres at Lot 360, TBD Rocky Rd Pursuant to CDC 17.3 and 17.4.16
13.	3:00	60	Coleman	Action ***Legislative***	Consideration of a Citizens' Petition Requesting a First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Amending the Community Development Code by Adding a New Section 17.3.23 Providing Standards and Requirements to Grant Variances from the Maximum Building Height in the Village Center Zone Set Forth in Section 17.3.12
14.	4:00	60	Ward Haynes	Action ***Quasi-Judicial***	Consideration of Action Regarding a Major Planned Unit Development (PUD) Amendment to the Formerly Named Mountain Village Hotel PUD, to Consider Amendments to the Existing PUD for Lot 109R for a Mixed-Use Hotel/Resort Development Including Plaza, Commercial, Hotel and Residential Use. *This item was Continued from the June 15, 2023, Regular Town Council Meeting*
15.	5:00	15			Dinner
16.	5:15	20	Ward Haynes	Action ***Quasi-Judicial***	Consideration of Action for a Major Subdivision to Replat Portions of Property Between Lot 109R and OS-3-BR2 *This Item was Continued from the June 15, 2023 Regular Town Council Meeting*
17.	5:35	60	Ward Haynes	Action ***Quasi-Judicial***	Consideration of Action Regarding a Rezone of Portions of Town Owned Village Center Active Open Space (OS-3- BR2) to 109R PUD, and 109R PUD to Village Center Active Open Space (OS-3- BR2) and a Portion of 109R PUD to Active Open Space Right of Way (a Portion of the Mountain Village Blvd Bridge) Consistent with CDC Section 17.4.9 15. Related to the Concurrent Major Subdivision Application to Replat Portions of Property Between Lot 109R and OS-3-BR-2 *This Item was Continued from the June 15, 2023 Regular Town Council Meeting*
18.	6:35	10	Chaffin	Action	Consideration of a Request for Emergency Funding for the Telluride Hospital District
19.	6:45	10	Kirn Held Gerona	Action	Consideration of a Resolution Adopting the Ouray and San Miguel County Regional Climate Action Plan
20.	6:55	15	Walters	Informational	Forestry Update Regarding the Douglas Fir Beetle
21.	7:10	5	Wisor Bryan	Action	Consideration of a Resolution Setting the Initial Sales Price for Units at Lot 644 – Meadowlark at Mountain Village
22.	7:15	5	Wisor	Action	Consideration of an Amendment to the Operating Agreement Between the Mountain Village Housing Authority and Meadowlark, LLC
23.	7:20	5			Other Business
24.	7:25				Adjourn

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TOWN COUNCIL MEETING
AGENDA FOR AUGUST 17, 2023

Register in advance for this webinar:

https://us06web.zoom.us/webinar/register/WN_mf3zJXXWSyCQFHC9idugWw

After registering, you will receive a confirmation email containing information about joining the webinar.

Zoom participation in public meetings is being offered as a courtesy, however technical difficulties can happen, and the Town bears no responsibility for issues that could prevent individuals from participating remotely. Physical presence in Council chambers is recommended for those wishing to make public comments or participate in public hearings.

Public Comment Policy:

- All public commenters must sign in on the public comment sign in sheet and indicate which item(s) they intend to give public comment on
- Speakers shall wait to be recognized by the Mayor and shall give public comment at the public comment microphone when recognized by the Mayor
- Speakers shall state their full name and affiliation with the Town of Mountain Village if any
- Speakers shall be limited to two minutes with no aggregating of time through the representation of additional people
- Speakers shall refrain from personal attacks and shall keep comments to that of a civil tone
- No presentation of materials through the AV system shall be allowed for non-agendized speakers
- Written materials must be submitted 48 hours prior to the meeting date to be included in the meeting packet and of record. Written comment submitted within 48 hours will be accepted, but shall not be included in the packet or be deemed of record

Town of Mountain Village

Date: 8/9/2023
To: Town Council
From: Susan Johnston, Town Clerk
RE: Community Grant Committee Appointments

Scheduled for appointment at the August 17 Council meeting are two resident seats on the Community Grant Committee. The Committee shall be active as long as the Grant Program exists. The term of each Committee member shall initially be one year for one member of each category and 2 years for the other member of each category. Thereafter, each Committee member appointed by Town Council is for 2-year terms.

Letters of interest were received from Kristin Farkas, Liz Caton (incumbent), Diana Farrell, Heather Knox (incumbent), and Mike Sanders. The letters of interest are attached.

The current members of the Grant Committee:

Marti Prohaska	Town Council (Chair)	Term Expires: July 2025
Jack Gilbride	Town Council	Term Expires: July 2025
Kathrine Warren	Town Staff	
Susan Johnston	Town Staff	
Liz Caton	Mountain Village Resident	Term Expires: July 2023
Heather Knox	Mountain Village Resident	Term Expires: August 2023

Suggested Motion: Motion to appoint _____ and _____ to the two resident seats on the Community Grants Committee for two-year terms each.

From: Farkas, Kristin
To: mvclerk
Subject: Mountain Village Grant Committee Application
Date: Monday, July 31, 2023 12:51:52 PM

Hello
My name is Kristin Farkas and this email serves as a letter of intent/application, for a seat on the Mountain Village Grant Committee.

I have lived in Mountain Village for 2 years and I am currently the Guest Services Manager for Telluride Ski and Golf Resort. I am passionate about community engagement and creating a stronger working relationship between Telski, Mountain Village and Telluride. This summer, along with my amazing team, I have launched several new programs to enhance community engagement for locals and visitors alike.
Our "Dog Days of Summer" partnership with the Telluride Humane Society has brought so much joy to our Wednesday market! The animals get to socialize, exercise and find forever families.
We also offer free daily guided hikes on the Ridge Trail. We teach visitors about the history of the area, the abundant plant and wildlife, and share our favorite facts and tid-bits about what makes our community so special.
Additionally, in an effort to bring more vitality to the Plaza, we partnered with Mountain Village and added lawn games right in the heart of the core. They have been a smash hit!

Before moving to Mountain Village, I spent the majority of my adult life taking care of my parents and my brother, while working as the Service Manager for the most booked Restaurant in America, located in Washington DC, 4 blocks from the White House. The hustle and bustle of running such a successful restaurant in the heart of DC taught me so much about leadership, time management, and work-life balance. Taking care of my parents ,who were both in poor health, as well as my brother was a full time job itself, and making time for both was an important skill for me to learn. My brother has Down Syndrome and growing up with him gave me a passion for kindness, patience and understanding. He inspired me to learn and be open minded to all walks of life. I speak Spanish quite well and a fair bit of sign language as well as some Amharic (Ethiopian).

My childhood was spent in New Orleans where I learned about food, music, theatre and culture. I love sports and competition! I know that this life is short and I want to spend every day bringing joy and success to my life and the lives of those around me.

I hope to have a seat on this committee because I love our community! I feel that I can bring a well-rounded point of view. My life perspective is from so many vantage points because I take the time to learn and understand people. I celebrate not just our similarities, but our differences, not just our successes but our failures too! If chosen, I promise to review every grant request with an open mind. I promise to consider every perspective and provide thoughtful recommendations to our Town Council.
Thank you all for your time and consideration.

Sincerely,
Kristin Farkas

Kristin Farkas
Guest Services Manager
Telluride Ski and Golf Resort
Kfarkas@telski.com
O: 970.728.7552
C: 703.608.1390

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From: Elizabeth Caton
To: mvclerk
Subject: Grants Committee
Date: Monday, August 7, 2023 2:04:25 PM

ELIZABETH CATON
226 ADAMS RANCH ROAD
MOUNTAIN VILLAGE CO 81435
CELL: 949-494-1303
LIZCATON@GMAIL.COM

August 7, 2023

TO: Susan Johnston

FROM: Liz Caton

Dear Susan:

This note is to confirm my interest in continuing as a member of the grants committee.

A copy of my resume is attached.

Many thanks,

Liz

Liz Caton

ELIZABETH CATON

226 ADAMS RANCH ROAD
MOUNTAIN VILLAGE, CO 81435
CELL: 949-494-1303
LIZ.CATON@GMAIL.COM

OVERVIEW

Member of Design Review Board since June 2016.

Twenty-year management of real estate partnership.
Certificate in Interior Design, specializing in Kitchen and Bath design.

Eighteen year's experience as retail buyer for children's clothing for major department and specialty children's stores. Eleven year's experience as financial manager for interior design and general contracting firms.

EXPERIENCE

1972-1978 Bullocks Department Store, Los Angeles, CA

1978-1980 John A. Brown, Oklahoma City, OK

1980-1985 Broadway Department Stores, Los Angeles, CA

1995-1990 Abigail's Children's Boutique, Wellesley, MA

1993-2000 Ruth Soforenko Associates, Palo Alto, CA

2004-2005 Nationwide Floor & Window Coverings, West Orange, NJ

2005-2007 The Goldsmith Company, Mountain Lakes, NJ

OTHER ACTIVITIES

Volunteer for Telluride Adaptive Sports Program during ski season.
Membership chair and secretary for Telluride Women's Network.
Past volunteer for San Miguel Resource Center.
President Emeritus of Web of Benefit, a non-profit organization providing financial aid to survivors of domestic violence.
Past finance chair for Web of Benefit

EDUCATION

Pitzer College, Claremont, CA – B.A. Literature
Canada College, Redwood City, CA – Certificate in Interior Design

liz.caton@gmail.com
226 Adams Ranch Rd.
Mtn. Village 81435
949-494-1303 Cell

We shall not cease from exploration
And the end of all our exploring
Will be to arrive where we started
And know the place for the first time.

Diana Farrell
225 Touchdown Drive, Mountain Village, CO 81435
dianamfarrell@gmail.com // 202-664-9193

To the Mountain Village Clerk,

By way of introduction, I am a resident of Mountain Village for three years now, and live here with my husband, Scott Pearson, who was recently elected as Councilmember and mayor pro tem of Mountain Village. I include a copy of my professional biography and direct you to my Linkedin profile for more details.

I am writing to express my strong interest in applying for a seat on both the Mountain Village Ethics Committee and the Grant Committee. As a dedicated community member with a genuine commitment for fostering positive change and upholding ethical standards, I am excited about the opportunity to contribute my skills and experience to these critical roles.

With my background as an active Board member of several organizations, a senior leader in a private professional services firm and a major publicly held company, and experience in the public sector, I have had the privilege of developing a deep understanding of ethical considerations and the importance of responsible decision-making. I believe that my ability to assess situations from various perspectives and my commitment to fairness and integrity make me a suitable candidate for the Ethics Committee. I am confident in my capacity to actively participate in discussions, offer valuable insights, and contribute to the development and implementation of ethical guidelines that align with our town values.

Furthermore, my experience leading major think tanks and policy initiatives in multiple contexts has equipped me with a keen eye for identifying and shaping initiatives and projects that hold the potential to enhance our community. I understand the significance of responsible allocation of resources and believe that my analytical skills, combined with my genuine interest in supporting community well-being, can be put to excellent use on the Grant Committee. If given the opportunity, I am committed to evaluating grant applications meticulously and ensuring that the allocated funds are directed towards projects that will have a lasting positive impact.

I strongly believe that an effective Ethics Committee and Grant Committee can play pivotal roles in maintaining the integrity and progress of our community. With a sincere commitment to transparency, collaboration, and the betterment of our town, I am eager to join forces with fellow committee members to work towards an even brighter future.

Thank you for considering my application to both seats. I am eager to contribute my time, energy and expertise to serve our community through these significant roles. I look forward to the possibility.

Sincerely,

Diana Farrell

Diana Farrell

Diana Farrell is an independent director and trustee of various organizations, including the Urban Institute, the National Bureau of Economic Research, the National Academies of Sciences' Committee on National Statistics, the Institute for Applied and Practical Mathematics, a National Sciences Foundation Center at the University of California Los Angeles, and until recently, eBay. She was the founding President and Chief Executive Officer of the JPMorgan Chase Institute. Previously, Diana was a Senior Partner at McKinsey & Company, where she served on the Partner's Evaluation committee, and was the founder and Global Head of the McKinsey Center for Government as well as the Global Head of the McKinsey Global Institute. At various points in her McKinsey career, she was a leader in the Public Sector, the Financial Institutions Sector, and the Strategy practice. Additionally, Diana served in the White House for over two years as Deputy Director of the National Economic Council and Deputy Assistant to the President on Economic Policy. In that capacity she led the interagency process on behalf of the President on a broad range of initiatives, including: financial reform, which resulted in the Dodd Frank Act; housing finance policy; innovation and competition policy. She was a member of the Auto Recovery Task Force overseeing the restructuring of the auto sector.

Diana is a member of the Council on Foreign Relations, the Aspen World Economy Group, the Aspen Strategy Group, the Trilateral Commission, the Bretton Woods Committee, and the Advisory Committee of the Ford School of Public Policy at the University of Michigan. Diana holds a M.B.A. from Harvard Business School, and a B.A. from Wesleyan University, from where she was awarded a Distinguished Alumna award and is a Trustee Emeritus.

Mountain Village Town Clerk
455 Mountain Village Blvd.
Suite A
Mountain Village, CO 81435

August 10, 2023

Greetings,

Please consider my letter of interest to serve a second term on the Mountain Village Grants Committee. I am dedicated to thoughtfully and thoroughly reviewing all grant requests submitted to the Town of Mountain Village. It takes a considerable amount of time to review and score the twenty+ grants submitted annually, but I love it. I am familiar with the different organizations and services Mountain Village utilizes and values.

Surprisingly, in 2006 I developed the Mountain Village Owners Association (now TMVOA) grant process using Return on Investment Reports to guide economic development grant awards. In conjunction I developed the Town of Mountain Village community grant program to fund valuable regional services. Previously, organizations would haphazardly request funding from MVMD or MVOA. The new grant process created a comprehensive annual plan for funding economic development activities, and community services.

For over 10 years I have written successful grants for different organizations including the Telluride School District Michael D. Palm Theatre, EcoAction Partners, the Town of Ophir, the Paradox Valley School, the Telluride Adaptive Sports Program, and Bruin Waste Management. I understand the importance of grant funding for organizations to accomplish their goals and objectives in support of their missions.

From 2017 – 2021, I served on the Colorado Department of Public Health and Environment Pollution Prevention Advisory Board Assistance Committee (PPABAC). This 13-member committee is responsible for making funding recommendations for the Recycling Resources Economic Opportunity grants. Committee members review and score approximately 40 grants (in two cycles) from organizations across Colorado. We then meet as a group to discuss the projects with the highest scores, come to a consensus, and make final funding recommendations for the ~$4M annual budget. Our recommendations are then reviewed and approved by the State of Colorado Pollution Prevention Advisory Board.

Thank you for considering me for another 2-year seat on the Mountain Village Grants Committee. I enjoy this work and I bring a valuable professional perspective.

Thank you,

Heather Knox

Heather Knox
327 Adams Ranch Road #402
Mountain Village, CO 81435

HEATHER ALEXANDER KNOX

327 ADAMS RANCH ROAD #402 MOUNTAIN VILLAGE, CO 81435

CURRENT EMPLOYMENT

Telluride School District, Teacher Assistant & Substitute **2020 – Current**
Classroom management and substitute teaching for a variety of grade levels, ability levels, and subjects

Telluride Adaptive Sports Program Development Associate **2021 – Current**
Grant writing, events, fundraising assistance

Bruin Waste Management **2022 – Current**
RREO Infrastructure Grant writer and grant implementation

Consulting, Grant Writing & Non-Profit Guidance **2013 – Current**

PREVIOUS EXPERIENCE

CDPHE: Pollution Prevention Advisory Board Assistance Committee **2017 – 2021**
The Recycling Resources Economic Opportunity (RREO) Program provides funding that promotes economic development through the management of materials that would otherwise be landfilled. Funds are available to support recycling, composting, anaerobic digestion, source reduction, and beneficial use/reuse. Grants and rebates are overseen by the Pollution Prevention Advisory Board and its corresponding Assistance Committee. Since its inception in 2007, the program has awarded over $30 million to businesses, local governments, nonprofit organizations, and schools and universities to help develop recycling infrastructure and promote sustainable behavior change in communities across Colorado. Committee consists of 13 individuals representing CDPHE, CO Energy Office, CO Economic Development Office, urban and rural municipalities, and non-profit organizations; committee meets monthly or bi-monthly.

EcoAction Partners: Executive Director **2014 – 2020**

Directs EcoAction Partners, the regional sustainability organization serving the towns of Telluride, Mountain Village, Ophir, Norwood, Ridgway and Ouray, and San Miguel and Ouray Counties

Strategic Partnerships & Accomplishments:

- **Telluride Green Grant Program:** 2018 – 2020 Created and developed Telluride Green Grants to measurably reduce greenhouse gas emissions through public and private energy reduction projects. Telluride Green Grants is a rolling annual program for energy reduction projects utilizing $50K in Town of Telluride Energy Impact fees.
- **Composting for the Town of Ophir:** 2018 Secured State of Colorado Resource Recovery, Recycling, Economic Opportunity Mini-Grant for equipment & implementation of neighborhood composting program for the Town of Ophir. The continued success of this program diverts & composts approx. 9,000+ pounds of food waste annually. Soil is used in the Ophir's Community Garden.
- **Established Partnership with Energy Outreach Colorado and San Miguel Power Association**: Implemented San Miguel Power Association's Income Qualified Weatherization Program (SMPA IQ) 2016 - 2020. SMPA IQ brings home weatherization services to low & mid-income families served by SMPA in San Miguel, Ouray, Montrose, Delores and San Juan counties. Black Hills Energy joined the program in 2019.
- **Proposed & Implemented San Miguel County Green Projects Grant Program** (GPGP) 2014 - 2015, utilizing a $100K energy impact fee for local energy reduction projects. Developed application, grant analysis/scoring, facilitated grant committee, awarded grants, and handled follow-up.
- **Developed & Accomplished the Green Lights LED Program:** 2015 – 2019 with San Miguel Power Association and regional governments. Greenlights has allowed residents and businesses to purchase LED bulbs at up to 75% off by leveraging the SMPA LED light bulb rebate of up to 50% along with a government match.
- **Expanded Truth or Dare School Program**: 2014 - 2019 partnered with San Miguel Power Association and regional schools to reach seven regional school districts. This weeklong school program reduces energy and waste and educates students on lasting sustainability habits.

Telluride School District: Executive Director of the Michael D. Palm Theatre & Palm Arts **2007 – 2013**

Managed all aspects of the Michael D. Palm Theatre, a 30,000 square foot versatile performance facility with seating for 660, a 3,332 square foot stage, performance sound equipment, and wide screen cinema with dual 35 mm projectors and a large format digital projector.

Highlights:

- 2008 – Navigated the Palm Theatre through the culmination of a five-year $100K annual funding commitment. Created a trustee program to provide $30K in annual operating support. Developed new revenue streams for long term sustainability.
- 2009 – Directed the creation of a new 501c3 organization, **Palm Arts, Inc.** to facilitate donations, and secure special event liquor sales increasing rental income and direct support of the Michael D. Palm Theatre.
- 2011 – Developed the business plan, pro forma, and implemented a dance education program offering a full array of dance classes for all.
- 2013 – Created a Summer Dance Series to bring professional dance performances to Telluride, engaging new sponsors and donors.

Duties & Accomplishments:

- Selected national and international talent for the Live at the Palm Series (6-8 performances per season). Negotiated performance contracts and executed commitments; oversaw marketing, ticket sales and accounting, and event production.
- Managed all event rentals for the 25+ groups who use the Palm theatre for 175 annual event days. Increased rental and services income by 30%.
- Coordinated all aspects of the special event liquor license permitting process. Managed the liquor application process (applications, fees, postings, product purchases) and event-day staff and revenue management.
- Provided professional oversight of the Palm Arts Dance School to ensure success; managed an annual budget of $120K.
- Launched a capital campaign and managed the construction and budget ($55K) for a dedicated dance studio.
- Researched and wrote grants for Michael D. Palm Theatre & Palm Arts. Increased grant funding by 70% from FY 2008 to FY 2013, despite an overall reduction in state, local and national grant funding available.
- Developed and managed the Palm Theatre's annual budget of $300K. Created long and short-term capital replacement plans.

Town of Mountain Village **1995 - 2007**

Director of Economic Development **2005 – 2007**

Directed all activities and operations of Economic Development in Mountain Village: developed and produced new and existing events, managed public relations and communications, coordinated destination marketing, directed guest services, provided economic analysis for strategic facility development and managed existing facilities.

Duties & Accomplishments:

- Managed the 50+ personnel in the departments that collectively comprised the Economic Development Department: Guest Services, the Telluride Conference Center, Mountain Village Events, Marketing and Communications.
- Determined levels of staff, equipment and resources needed to effectively accomplish departmental services and programs.
- Developed and implemented departmental operating and capital budgets of $2.4 million annually.
- Developed a strategic grant process using Return on Investment Reports for Mountain Village Owners Association (now TMVOA) and the Town of Mountain Village; directed the grant process, which awarded $640K in grant funding to more than 35 organizations (2006).
- Directed the development and production of 25+ Mountain Village signature events and more than 35 outside promoted events (2006).
- Worked in conjunction with Telluride Ski and Golf Co. and the Telluride Tourism Board to implement customer service initiatives.
- Managed communications and marketing to all Mountain Village stakeholders.
- Implemented directives from Mountain Village Owners Association Board of Directors and Mountain Village Town Council

Director of the Telluride Conference Center (Held concurrently with the Director of Economic Development position from 2005) **2002 - 2007**

Managed all aspects of the Telluride Conference Center, a 20,000+ square foot multi-use facility with on-site audiovisual, and food & beverage service.

Duties & Accomplishments:

- Reduced annual deficit by 82% from $946K in 2001 to $178K in 2006 through creative revenue generation and a reduction in overhead.
- Implemented in-house food & beverage service (2002-2003). Created policies and procedures to ensure high quality catering service; created policies and procedures to ensure the security of the liquor license, inventory, and cash revenue. F&B netted $244K annually (2006).
- Managed all rental and event contracts for groups utilizing the facility.
- Developed and managed revenue and expense budgets.
- Hired and managed 30+ full time and part time staff.
- Created long and short-term plans for facility upkeep, capital improvements, repair, replacement and maintenance.
- Standardized a consistent, high-quality customer experience for event coordinators and guests utilizing the facility.
- Worked closely with the Telluride Tourism Board on marketing, advertising and Familiarization (FAM) Trips.
- Established a commission structure for lodging properties to incentivize group bookings.

Telluride Conference Center Coordinator **1998 – 2002**
Seasonal work Mountain Village Metro District (prior to town of MV) **1995 – 1997**

OTHER

Telluride Ski & Snowboard Club Alpine Ski Coach **2013 – 2020**
Placerville Volunteer Fire Department EMT & Firefighter **1999 – 2003**

EDUCATION

El Pomar Non-Profit Executive Leadership Program **2013**
One of twenty Colorado executives selected by application for this certification

The Colorado College Colorado Springs, CO **1990 – 1994**
Bachelor of Arts; Graduated with honors

From:	msanders0423@gmail.com
To:	mvclerk
Subject:	Grant Committee Application
Date:	Thursday, August 10, 2023 4:56:38 PM
Attachments:	Sanders Resume.docx

Please consider this email as my application to serve on the Grant Committee. My wife and I are permanent residents of Mountain Village although we reside part of the year in Portsmouth RI. My willingness to serve stems from my desire to give back to our wonderful community. I have been able to enjoy so many facets of Mountain Village life and would like to return some of the favor. I am attaching my general resume if needed. Of course, it is not geared towards this role.

Regards,
Mike

J. Michael Sanders
msanders0423@gmail.com
781.760.2783

J. Michael (Mike) Sanders

127 Snowfield Drive
Mountain Village, CO 81435
781.760.2783 | linkedin.com/in/mikesandersfinservices
msanders0423@gmail.com

CEO | INDEPENDENT DIRECTOR | ADVISOR

Extraordinarily experienced senior financial executive, who has helped build several companies, in both the public and private sectors, with deep expertise in accelerating the accumulation of net worth. Blue Chip background includes Goldman Sachs, and several mid-size organizations, including Ned Davis Research, Potomac Research Group and Venturi Wealth Management. Functional expertise has covered responsibility for all aspects of Operations, and always with a keen eye for building the human capital element of the equation, where I use my organizational insights to enhance the people side to become a true strategic advantage for the company.

Have positioned several companies to realize successful Exits, with multiples on the high side of the equation for the sector. Have considerable Board experience after serving multiple companies.

I have been involved in the Investment industry for over 25 years. Over the course of my career, I have run large organizations and offices for a large business (Goldman Sachs) and small to mid-size companies (Ned Davis Research, Potomac Research Group, Venturi Wealth Management). At all stops along the way I have been responsible for developing strategic direction and delivering performance in addition to overseeing entire operations.

I have also had the pleasure of serving as a board member or advisory director for multiple companies. I understand the needs of growing companies from a sales and marketing, financial strategy and corporate governance standpoint.

CAREER HIGHLIGHTS

Senior Managing Director
Venturi Private Wealth
Oct 2016 - Present (7 yrs)

Executive Director
Potomac Research Group
Oct 2012 – Dec 2015 (3 yrs 3 mos)

Executive Director / CEO
Ned Davis Research / Davis Mendel & Regenstein

Mar 2009 – Oct 2011 (2 yrs 8 mos)

Partner / Managing Director – Co-Head of US Shares Institutional Sales, Hudson Street Research, Head of Boston Office
Goldman Sachs
2000 – 2008 (8 yrs)
Managing Director – Various Roles

Goldman Sachs
1985 – 2000 (17 yrs)
Prior to my time in Boston, I held many roles in different places with Goldman Sachs

- Managing Director, Chicago Research Sales (1992 - 1999)
- Vice President, Houston Research Sales (1989 - 1992)
- Associate, New York Sales Administration (1985 - 1989)

Board and Advisory Credentials

- Multiple capital raises at above market multiples
- Wall Street On Demand - Design, development and hosting of custom tools for the financial services industry. Successful exit at over 3.5x ROIC
- Ned Davis Research 30 year+ investment research institution. Grew enterprise value dramatically over 2.5 years. Successful exit at 14x EBITA
- Connotate- market leader in web content extraction and development of intelligent agents
- iSuppli- market intelligence for the OEM and electronic supplier communities. Successful exit. Now owned by IHS
- Epocrates- Provider of clinical care information and decision support tools to the healthcare industry. Successful IPO
- Asset 4- Provider of integrated financial and extra-financial information to corporations and the investment industry. Precursor to today's ESG data. Successful exit to the insurance industry
- Lusight Research- Independent investment research firm focused on Emerging Markets. Still in existence today.

Education

The University of Texas at Austin - Red McCombs School of Business
BBA, Finance
1979 – 1981

The University of North Texas
Finance
1977 – 1979

_____

Town of Mountain Village

Date: 8/11/2023
To: Town Council
From: Susan Johnston, Town Clerk
RE: Ethics Commission Appointment

Scheduled for appointment at the August 17 Council meeting is one regular seat on the Ethics Commission. The Ethics Commission is comprised of three (3) members and two (2) alternates. The first member shall be a Council Member appointed by the Town Council, the second shall be a qualified elector appointed by the Town Council, and the third member shall be a qualified elector, appointed by the Town Council. The first alternate shall be a Council Member appointed by the Town Council and the second alternate shall be a qualified elector appointed by the Town Council. Each member of the Ethics Commission shall serve for two (2) year terms.

Letters of interest were received from Mike Weist (currently holds the alternate seat), Valentina Estrella, Diana Farrell, and Heather Knox (incumbent). The letters of interest are attached. *If Mike Weist is appointed to the regular seat, an alternate will need to be appointed.*

The current members of the Ethics Commission:

Pete Duprey	Regular Town Council	Term Expires: July 2025
Keith Brown	Regular Qualified Elector	Term Expires: October 2024
Heather Knox	Regular Qualified Elector	Term Expires: July 2023
Jack Gilbride	Alternate Town Council	Term Expires: July 2025
Mike Weist	Alternate Qualified Elector	Term Expires: July 2025

Suggested Motion: Motion to appoint _____ to the regular seat on the Ethics Commission for a two-year term *and (if applicable)* _____ *to the alternate seat for a two-year term*.

From:	Mike Weist
To:	mvclerk
Subject:	Ethics Commission
Date:	Wednesday, August 9, 2023 12:43:25 PM

Good day,

I am writing you today to express my interest and intent to fill the open seat on the Town of Mountain Village Ethics Commission Board.
Along with my partner, I own a home in Mountain Village and have lived in Telluride for 26 years. I'm currently a real estate broker with Telluride Properties and with the O'Neill Stetina Group.

My educational background:
I hold a Bachelor's degree in Philosophy from Fort Lewis College and a Master's Degree in Political Science (emphasis in Colorado Water Law) from the University of Colorado. As a member of the National Association of Realtors, I am required to take ongoing continuing education classes in Professional Standards and Ethics. As such, I believe I can serve this committee as a competent and professional member.

Thank you for your time,

Mike Weist | Broker Associate
www.telluridemike.com
https://www.zillow.com/profile/mweist9

Telluride Properties, LLC
Cell (970) 708-0011

From:	Valentina Estrella
To:	mvclerk
Subject:	Ethics Commisson
Date:	Wednesday, August 9, 2023 1:32:12 PM

To Whom It May Concern:

Please consider this email as a letter of interest to apply for the Town of Mountain Village Ethics Commission.

Please advise next steps.

Thank you,

Valentina Estrella

Diana Farrell
225 Touchdown Drive, Mountain Village, CO 81435
dianamfarrell@gmail.com // 202-664-9193

To the Mountain Village Clerk,

By way of introduction, I am a resident of Mountain Village for three years now, and live here with my husband, Scott Pearson, who was recently elected as Councilmember and mayor pro tem of Mountain Village. I include a copy of my professional biography and direct you to my Linkedin profile for more details.

I am writing to express my strong interest in applying for a seat on both the Mountain Village Ethics Committee and the Grant Committee. As a dedicated community member with a genuine commitment for fostering positive change and upholding ethical standards, I am excited about the opportunity to contribute my skills and experience to these critical roles.

With my background as an active Board member of several organizations, a senior leader in a private professional services firm and a major publicly held company, and experience in the public sector, I have had the privilege of developing a deep understanding of ethical considerations and the importance of responsible decision-making. I believe that my ability to assess situations from various perspectives and my commitment to fairness and integrity make me a suitable candidate for the Ethics Committee. I am confident in my capacity to actively participate in discussions, offer valuable insights, and contribute to the development and implementation of ethical guidelines that align with our town values.

Furthermore, my experience leading major think tanks and policy initiatives in multiple contexts has equipped me with a keen eye for identifying and shaping initiatives and projects that hold the potential to enhance our community. I understand the significance of responsible allocation of resources and believe that my analytical skills, combined with my genuine interest in supporting community well-being, can be put to excellent use on the Grant Committee. If given the opportunity, I am committed to evaluating grant applications meticulously and ensuring that the allocated funds are directed towards projects that will have a lasting positive impact.

I strongly believe that an effective Ethics Committee and Grant Committee can play pivotal roles in maintaining the integrity and progress of our community. With a sincere commitment to transparency, collaboration, and the betterment of our town, I am eager to join forces with fellow committee members to work towards an even brighter future.

Thank you for considering my application to both seats. I am eager to contribute my time, energy and expertise to serve our community through these significant roles. I look forward to the possibility.

Sincerely,

Diana Farrell

Diana Farrell

Diana Farrell is an independent director and trustee of various organizations, including the Urban Institute, the National Bureau of Economic Research, the National Academies of Sciences' Committee on National Statistics, the Institute for Applied and Practical Mathematics, a National Sciences Foundation Center at the University of California Los Angeles, and until recently, eBay. She was the founding President and Chief Executive Officer of the JPMorgan Chase Institute. Previously, Diana was a Senior Partner at McKinsey & Company, where she served on the Partner's Evaluation committee, and was the founder and Global Head of the McKinsey Center for Government as well as the Global Head of the McKinsey Global Institute. At various points in her McKinsey career, she was a leader in the Public Sector, the Financial Institutions Sector, and the Strategy practice. Additionally, Diana served in the White House for over two years as Deputy Director of the National Economic Council and Deputy Assistant to the President on Economic Policy. In that capacity she led the interagency process on behalf of the President on a broad range of initiatives, including: financial reform, which resulted in the Dodd Frank Act; housing finance policy; innovation and competition policy. She was a member of the Auto Recovery Task Force overseeing the restructuring of the auto sector.

Diana is a member of the Council on Foreign Relations, the Aspen World Economy Group, the Aspen Strategy Group, the Trilateral Commission, the Bretton Woods Committee, and the Advisory Committee of the Ford School of Public Policy at the University of Michigan. Diana holds a M.B.A. from Harvard Business School, and a B.A. from Wesleyan University, from where she was awarded a Distinguished Alumna award and is a Trustee Emeritus.

Mountain Village Town Clerk
455 Mountain Village Blvd.
Suite A
Mountain Village, CO 81435

August 9, 2023

Greetings,

Please consider my letter of interest in serving on the Mountain Village Ethics Commission. I have held a seat on the Ethics Commission for the last two years, and I want to continue for a second term. During my term we handled a hearing for a complaint of a perceived Ethics Violation. As it is defined, it was determined not to be an ethics violation and the case was dropped. I understand the legal definition of an ethics violation, the purpose, and the hearing process.

I am a resident, homeowner, parent, volunteer, employee, and neighbor. I bring the perspective of twenty-eight consecutive years (1995-present) in the region, including eleven years in Mountain Village.

Thank you for considering me for a second term on the Mountain Village Ethics Commission.

Thank you,

Heather Knox

Heather Knox
327 Adams Ranch Road #402
Mountain Village, CO 81435

HEATHER ALEXANDER KNOX

327 ADAMS RANCH ROAD #402 MOUNTAIN VILLAGE, CO 81435

CURRENT EMPLOYMENT

Telluride School District, Teacher Assistant & Substitute **2020 – Current**
Classroom management and substitute teaching for a variety of grade levels, ability levels, and subjects

Telluride Adaptive Sports Program Development Associate **2021 – Current**
Grant writing, events, fundraising assistance

Bruin Waste Management **2022 – Current**
RREO Infrastructure Grant writer and grant implementation

Consulting, Grant Writing & Non-Profit Guidance **2013 – Current**

PREVIOUS EXPERIENCE

CDPHE: Pollution Prevention Advisory Board Assistance Committee **2017 – 2021**
The Recycling Resources Economic Opportunity (RREO) Program provides funding that promotes economic development through the management of materials that would otherwise be landfilled. Funds are available to support recycling, composting, anaerobic digestion, source reduction, and beneficial use/reuse. Grants and rebates are overseen by the Pollution Prevention Advisory Board and its corresponding Assistance Committee. Since its inception in 2007, the program has awarded over $30 million to businesses, local governments, nonprofit organizations, and schools and universities to help develop recycling infrastructure and promote sustainable behavior change in communities across Colorado. Committee consists of 13 individuals representing CDPHE, CO Energy Office, CO Economic Development Office, urban and rural municipalities, and non-profit organizations; committee meets monthly or bi-monthly.

EcoAction Partners: Executive Director **2014 – 2020**

Directs EcoAction Partners, the regional sustainability organization serving the towns of Telluride, Mountain Village, Ophir, Norwood, Ridgway and Ouray, and San Miguel and Ouray Counties

Strategic Partnerships & Accomplishments:

- **Telluride Green Grant Program:** 2018 – 2020 Created and developed Telluride Green Grants to measurably reduce greenhouse gas emissions through public and private energy reduction projects. Telluride Green Grants is a rolling annual program for energy reduction projects utilizing $50K in Town of Telluride Energy Impact fees.
- **Composting for the Town of Ophir:** 2018 Secured State of Colorado Resource Recovery, Recycling, Economic Opportunity Mini-Grant for equipment & implementation of neighborhood composting program for the Town of Ophir. The continued success of this program diverts & composts approx. 9,000+ pounds of food waste annually. Soil is used in the Ophir's Community Garden.
- **Established Partnership with Energy Outreach Colorado and San Miguel Power Association**: Implemented San Miguel Power Association's Income Qualified Weatherization Program (SMPA IQ) 2016 - 2020. SMPA IQ brings home weatherization services to low & mid-income families served by SMPA in San Miguel, Ouray, Montrose, Delores and San Juan counties. Black Hills Energy joined the program in 2019.
- **Proposed & Implemented San Miguel County Green Projects Grant Program** (GPGP) 2014 - 2015, utilizing a $100K energy impact fee for local energy reduction projects. Developed application, grant analysis/scoring, facilitated grant committee, awarded grants, and handled follow-up.
- **Developed & Accomplished the Green Lights LED Program:** 2015 – 2019 with San Miguel Power Association and regional governments. Greenlights has allowed residents and businesses to purchase LED bulbs at up to 75% off by leveraging the SMPA LED light bulb rebate of up to 50% along with a government match.
- **Expanded Truth or Dare School Program**: 2014 - 2019 partnered with San Miguel Power Association and regional schools to reach seven regional school districts. This weeklong school program reduces energy and waste and educates students on lasting sustainability habits.

Telluride School District: Executive Director of the Michael D. Palm Theatre & Palm Arts **2007 – 2013**

Managed all aspects of the Michael D. Palm Theatre, a 30,000 square foot versatile performance facility with seating for 660, a 3,332 square foot stage, performance sound equipment, and wide screen cinema with dual 35 mm projectors and a large format digital projector.

Highlights:

- 2008 – Navigated the Palm Theatre through the culmination of a five-year $100K annual funding commitment. Created a trustee program to provide $30K in annual operating support. Developed new revenue streams for long term sustainability.
- 2009 – Directed the creation of a new 501c3 organization, **Palm Arts, Inc.** to facilitate donations, and secure special event liquor sales increasing rental income and direct support of the Michael D. Palm Theatre.
- 2011 – Developed the business plan, pro forma, and implemented a dance education program offering a full array of dance classes for all.
- 2013 – Created a Summer Dance Series to bring professional dance performances to Telluride, engaging new sponsors and donors.

Duties & Accomplishments:

- Selected national and international talent for the Live at the Palm Series (6-8 performances per season). Negotiated performance contracts and executed commitments; oversaw marketing, ticket sales and accounting, and event production.
- Managed all event rentals for the 25+ groups who use the Palm theatre for 175 annual event days. Increased rental and services income by 30%.
- Coordinated all aspects of the special event liquor license permitting process. Managed the liquor application process (applications, fees, postings, product purchases) and event-day staff and revenue management.
- Provided professional oversight of the Palm Arts Dance School to ensure success; managed an annual budget of $120K.
- Launched a capital campaign and managed the construction and budget ($55K) for a dedicated dance studio.
- Researched and wrote grants for Michael D. Palm Theatre & Palm Arts. Increased grant funding by 70% from FY 2008 to FY 2013, despite an overall reduction in state, local and national grant funding available.
- Developed and managed the Palm Theatre's annual budget of $300K. Created long and short-term capital replacement plans.

Town of Mountain Village **1995 - 2007**

Director of Economic Development **2005 – 2007**

Directed all activities and operations of Economic Development in Mountain Village: developed and produced new and existing events, managed public relations and communications, coordinated destination marketing, directed guest services, provided economic analysis for strategic facility development and managed existing facilities.

Duties & Accomplishments:

- Managed the 50+ personnel in the departments that collectively comprised the Economic Development Department: Guest Services, the Telluride Conference Center, Mountain Village Events, Marketing and Communications.
- Determined levels of staff, equipment and resources needed to effectively accomplish departmental services and programs.
- Developed and implemented departmental operating and capital budgets of $2.4 million annually.
- Developed a strategic grant process using Return on Investment Reports for Mountain Village Owners Association (now TMVOA) and the Town of Mountain Village; directed the grant process, which awarded $640K in grant funding to more than 35 organizations (2006).
- Directed the development and production of 25+ Mountain Village signature events and more than 35 outside promoted events (2006).
- Worked in conjunction with Telluride Ski and Golf Co. and the Telluride Tourism Board to implement customer service initiatives.
- Managed communications and marketing to all Mountain Village stakeholders.
- Implemented directives from Mountain Village Owners Association Board of Directors and Mountain Village Town Council

Director of the Telluride Conference Center (Held concurrently with the Director of Economic Development position from 2005) **2002 - 2007**

Managed all aspects of the Telluride Conference Center, a 20,000+ square foot multi-use facility with on-site audiovisual, and food & beverage service.

Duties & Accomplishments:

- Reduced annual deficit by 82% from $946K in 2001 to $178K in 2006 through creative revenue generation and a reduction in overhead.
- Implemented in-house food & beverage service (2002-2003). Created policies and procedures to ensure high quality catering service; created policies and procedures to ensure the security of the liquor license, inventory, and cash revenue. F&B netted $244K annually (2006).
- Managed all rental and event contracts for groups utilizing the facility.
- Developed and managed revenue and expense budgets.
- Hired and managed 30+ full time and part time staff.
- Created long and short-term plans for facility upkeep, capital improvements, repair, replacement and maintenance.
- Standardized a consistent, high-quality customer experience for event coordinators and guests utilizing the facility.
- Worked closely with the Telluride Tourism Board on marketing, advertising and Familiarization (FAM) Trips.
- Established a commission structure for lodging properties to incentivize group bookings.

Telluride Conference Center Coordinator **1998 – 2002**
Seasonal work Mountain Village Metro District (prior to town of MV) **1995 – 1997**

OTHER

Telluride Ski & Snowboard Club Alpine Ski Coach **2013 – 2020**
Placerville Volunteer Fire Department EMT & Firefighter **1999 – 2003**

EDUCATION

El Pomar Non-Profit Executive Leadership Program **2013**
One of twenty Colorado executives selected by application for this certification

The Colorado College Colorado Springs, CO **1990 – 1994**
Bachelor of Arts; Graduated with honors

Town of Mountain Village

Date: 8/11/2023
To: Town Council, Acting as the Liquor Licensing Authority (LLA)
From: Susan Johnston, Town Clerk
RE: Local Liquor Licensing Authority Matters for the August 17, 2023 Meeting

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Consideration of an Application for a Special Event Liquor Permit by Telluride Mountain Club Partnering with the Telluride Reserve for a Special Event on August 19 from 2:00 to 5:00 PM

All required documentation and fees have been received. The modification of premise was approved by the State allowing for a special event on the common consumption area. The packet has been reviewed by the Clerks and Police Department with no adverse findings. The required notice was posted 10 days prior to the public hearing with no comments filed.

Staff recommendation: Motion to approve the application by Telluride Mountain Club partnering with Telluride Reserve for an event on August 19 from 2:00 to 5:00 PM.

TOWN OF MOUNTAIN VILLAGE
SPECIAL EVENT LIQUOR PERMIT APPLICATION

This application must be filed with Office of the Town Clerk, Town of Mountain Village, 455 Mountain Village Blvd., Mountain Village, Colorado 81435. Applicant must be a non-profit organization on file with the Colorado Secretary of State.

In order to qualify for a Special Events Permit, you must be a nonprofit and one of the following:

- ☐ Social
- ☐ Fraternal
- ☐ Patriotic
- ☐ Political
- ☐ Athletic
- ☐ Municipality Owning Arts Facilities
- ☐ Religious Institution
- ☒ Philanthropic Institution
- ☐ Political Candidate
- ☐ Chartered Branch, Lodge or Chapter of a National Organization/Society

Type of Special Event applicant is applying for:

- ☐ Fermented Malt Beverage (3.2%) | $100/day
- ☒ Beer, Wine & Liquor | $100/day

1. Name of Applicant Organization or Political Candidate	**State Sales Tax Number (required)**
Telluride Mountain Club	
2. Mailing Address of Organization or Political Candidate	**3. Address of Place Special Event to be held**
PO Box 1201, Telluride, CO 81435	Mountain Village Plaza

4. President/Secretary of Organization or Political Candidate

Name	Date of Birth	Home Address	Phone Number
Heidi Lauterbach	7.19.1986	PO Box 1201, Telluride, CO 81435	970.708.2144

5. Event Manager Name	**Date of Birth**	**Home Address**	**Phone Number**
Nicole Jarman	9.29.80	640 Detroit St, Denver, CO 80206	303.242.1032

6. Has applicant organization or political candidate been issued a special event permit this calendar year?

☒ Yes ☐ No **How many days?** 1

7. Are premises now licensed under state liquor or beer code?

☐ Yes ☒ No **To whom?**

8. Does the applicant have possession or written permission for the use of the premises to be licensed?

☒ Yes ☐ No

List Below the Exact Date(s) for Which Application Is Being Made For Permit

Date(s)	8.19.23	to	8.19.23	**Date(s)**		to	
Hours	6a	to	11:59p	**Hours**		to	
Date(s)		to		**Date(s)**		to	
Hours		to		**Hours**		to	

REPORT AND APPROVAL OF TOWN OF MOUNTAIN VILLAGE LOCAL LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended. **THEREFORE, THIS APPLICATION IS APPROVED.**

	President	
SIGNATURE Heidi Lauterbach	**TITLE**	**DATE** July 18, 2023

TOWN OF MOUNTAIN VILLAGE
SPECIAL EVENT LIQUOR PERMIT APPLICATION
APPLICATION INFORMATION AND CHECKLIST

THE FOLLOWING SUPPORTING DOCUMENTS MUST BE ATTACHED TO THIS APPLICATION FOR A PERMIT TO BE ISSUED:

- ☐ Appropriate fee - CHECK PAYABLE TO THE TOWN OF MOUNTAIN VILLAGE
- ☐ Diagram of the area to be licensed (not larger than 8 ½" x 11" reflecting bars, walls, partitions, ingress, egress and dimensions
  Note: if the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- ☐ Copy of deed, lease, or written permission of owner for use of the premises
- ☐ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- ☐ If not incorporated, a NONPROFIT charter; **or**
- ☐ If a political candidate, attach copies of reports and statements that were filed with the Secretary of State.

- ☐ Application must be submitted to the Town of Mountain Village at least thirty (30) days prior to the event.
- ☐ The premises to be licensed must be posted at least ten (10) days before a hearing can be held. (12-48-106 C.R.S.)

(12-48-102 C.R.S.)
A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 46 and 47 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being nonprofit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the secretary of state pursuant to Article 45 of Title 1, C.R.S. a Special Event Permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

If an event is cancelled, the application fees and the day(s) are forfeited.

TOWN OF MOUNTAIN VILLAGE
SPECIAL EVENT LIQUOR LICENSE PERMIT APPLICATION
ADDENDUM *Please answer all of the following questions.*

Describe the event and the target market.

The event is to targeted to bring 2nd home owners and out of town guests on a quieter weekend to experience a culinary and wine weekend in Telluride with multiple events around culinary collaborations and tastings.

How many people are you expecting per day? 300

Will you be serving alcoholic beverages? yes

Are alcoholic beverages included in the event price? yes

Will alcohol be sold by the drink? no

What type of alcoholic beverages are you planning on selling/serving?

wine samples and spirits

Will you be selling/serving food items? yes

What type of food items will be sold or served?

Mulitple chefs will be featuring highlighted menu items from their restaurants for sample.

Will you be cooking food and if cooking food, will you use propane?

yes

TOWN OF MOUNTAIN VILLAGE
SPECIAL EVENT LIQUOR LICENSE PERMIT APPLICATION
ADDENDUM *Please answer all of the following questions.*

Will you have amplified sound or live music inside or outside? yes - from TMVOA

Will there be tents/awnings? yes

Describe your security plans for this event.

see attached

Describe the type of training security personnel will have prior to the event.

see attached

How will you insure compliance with beer/liquor laws, such as: no service to minors or visibly intoxicated persons, no service outside of designated premises, no service before or after hours designated for the event, etc.

see attached

Do you have an emergency plan for the event? If yes, please describe in detail.

see attached

TOWN OF MOUNTAIN VILLAGE
SPECIAL EVENT LIQUOR LICENSE PERMIT APPLICATION
OATH OF APPLICANT *Please initial each of the following statements.*

✔ I understand that as the promoter of the event, that both the non-profit and the server can be charged criminally for alcohol violations under permit. I also understand that the non-profit can be held responsible for any tax liabilities generated by the alcohol permitted event.

✔ I understand that I must allow open access to all town personnel (i.e., Police, Fire, Community Development, etc.) at this event, even if it is deemed a private function. Further, due to health and safety concerns, I understand that other town departments, as a result of circulation of this city application, may have additional requirements resulting in other costs for my special event.

✔ I understand that if this permit is denied, the Town of Mountain Village assumes no liability for expenses incurred by the applicant.

✔ I understand that if during the course of the event, the town determines there is a public safety hazard or if there is a violation of any permit condition, the event will be terminated immediately. The Town of Mountain Village is not responsible for any expenses incurred by the permit holder. Failure to meet the requirements of this permit may provide basis for denial of future permits for a given event, event manager or sponsor.

✔ I understand that only non-profit entities that are properly formulated with the State of Colorado may apply for special event liquor permits, and they may only apply if the permit application and all attachments are filed at least 30 days before the event per state law. In addition, non-profits are required to have: i) state sales tax number from Colorado Department of Revenue, ii) Certificate of Good Standing for their non-profit from Colorado Secretary of State's office, and iii) Town of Mountain Village business license and sales tax number from Mountain Village Finance Department.

✔ I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor and Beer Code and Regulations and all Town of Mountain Village rules, regulations, ordinances and codes that affect my license.

Nicole Jarman

Authorized Signature

17 July 2023

Date

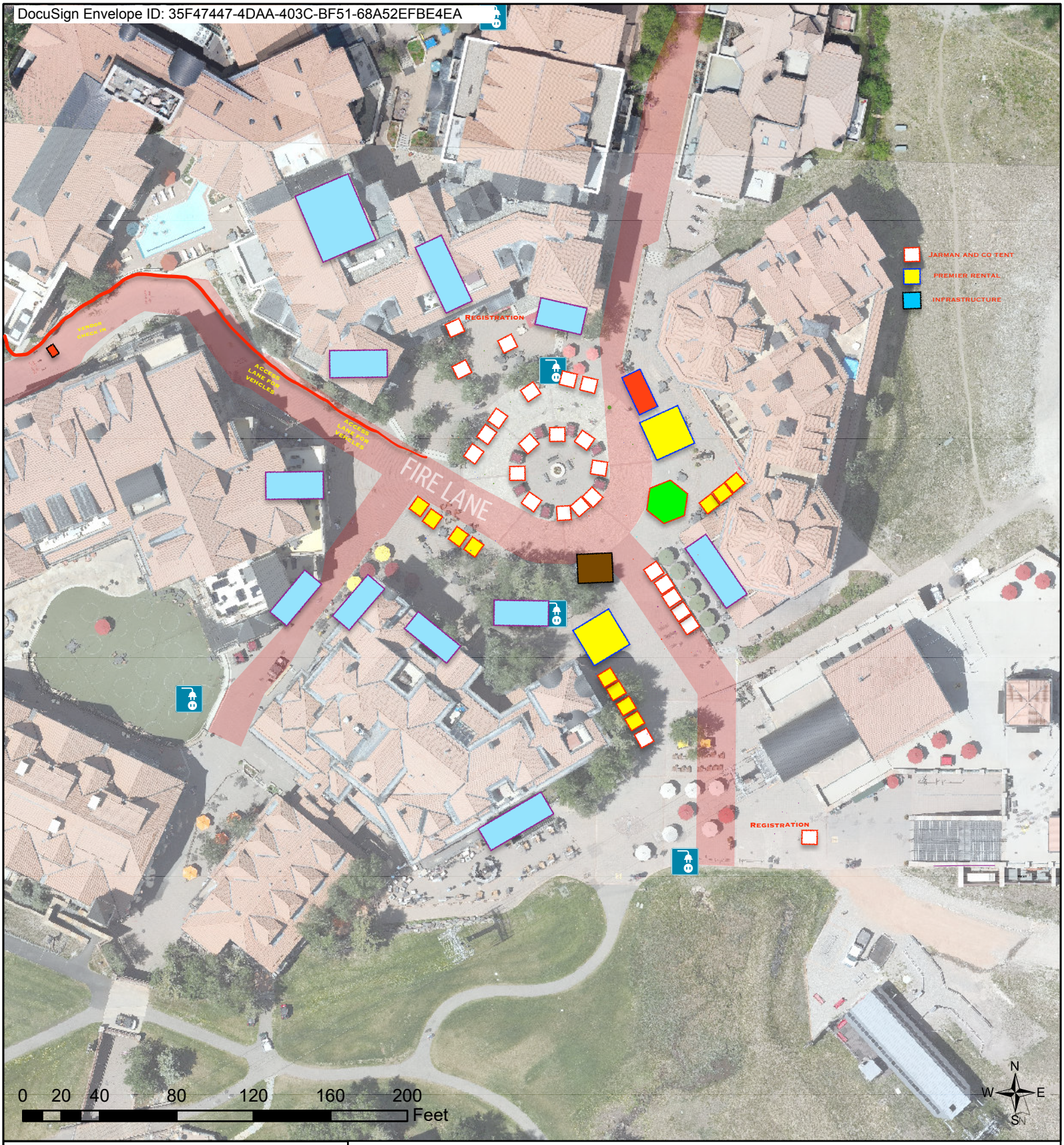
Nicole Jarman

Print Name

Executive Director

Title

DocuSign Envelope ID: 35F47447-4DAA-403C-BF51-68A52EFBE4EA



Town of Mountain Village
Geographical Information Systems

455 Mountain Village Blvd. Unit A
Mountain Village, Colorado 81435

Mountain Village Special Events

Heritage Plaza

Map Disclaimer

This information is a product of the Town of Mountain Village Geographic Information Systems (GIS) Department and is intended for the display of relative positions and locations only. Users of this information hereby recognize, acknowledge, and agree that it is not a guaranteed accurate legal or surveyed representation of land. Users assume all risk and responsibility for any and all direct and indirect damages, including consequential damages, that may flow from the use of this information. Users further recognize, acknowledge, and agree that the Town of Mountain Village GIS Department has not made and representations, warranties, or guarantees of any kind that this information is survey accurate or fit to be used or relied upon for any particular purpose.

Describe your security plans for this event.

The Grand Tasting will be held in an area that's open to the public. We will have 2 staff dedicated to security and oversight of the Grand Tasting event. We will have a registration process for each participant to where they must show their ID to check in and must prove that they are over 21 years old to attend the event and to drink alcohol. Each participant will receive a wristband. All staff and vendors will all be aware of the need for a participant to have a wristband in order to be served.

All consumption will happen at the booth, patrons will receive tastes that need to be consumed at the tents. We will have signage representing the tasting protocols.

We will have staff roaming the area monitoring the process and looking for individuals without wristbands. The security staff will also be on the lookout for patrons acting in a manner that is unsafe, aggressive, or outside of the lines of normal behavior. And ensuring proper consumption.

We will additionally have signage at the edges of the tent that say "no alcohol beyond this point" to communicate to patrons the need to keep alcohol consumption to the modified consumption area.

Describe the type of training security personnel will have prior to the event.
The dedicated security staff will be made aware of all concerns in regards to – 21 and over, watching for intoxicated patrons, maintaining the borders of the modified consumption area(not allowing alcohol to be taken out of tented areas), and that the hours of service are to be 2 pm to 5pm only. Additionally, all Jarman and Co. staff will be made aware of these regulations and the need to adhere to the permit rules. All Jarman and Co. staff will be wearing clothing that designates them as staff for the event.

How will you ensure compliance with beer/liquor laws, such as: no service to minors or visibly intoxicated persons, no service outside of designated premises, no service before or after hours designated for the event, etc.
All vendors will be made aware that the participants of the event will all have wristbands. They will be made aware that any participant without the wristband is not served. They will be told not to serve participants that look or act intoxicated and further the hours of serving are from 2-5pm only. The service of all alcohol will be within the boundaries of modified premise. No outside alcohol is allowed into the modified premises and no event alcohol is allowed out of the designated event areas as indicated in the modification of premise.

Our emergency plan is as follows –
We will be staying current on weather forecasts and any lightning or other extreme weather situations. We will use handheld radios to communicate as a team. If a situation arises where we need to move folks inside, we will act as a team to do so swiftly and efficiently. If the weather is bad enough we would cancel the entire event.
We will be monitoring the crowd for any medical issues and will call Telluride EMS/911 if we have a situation.

TOWN OF MOUNTAIN VILLAGE
455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
970-728-8000
970-728-4342 Fax
mvclerk@mtnvillage.org

TOWN OF MOUNTAIN VILLAGE
MINUTES OF THE JULY 18, 2023
SPECIAL TOWN COUNCIL MEETING
DRAFT

Agenda Item 8a

The meeting of the Town Council was called to order by Mayor Laila Benitez at 5:30 p.m. on Tuesday, July 18, 2023. The meeting was held in-person with virtually access provided through Zoom.

Attendance:

The following Town Council members were present and acting:
Laila Benitez, Mayor
Dan Caton, Mayor Pro Tem
Jack Gilbride
Harvey Mogenson
Pete Duprey
Patrick Berry
Marti Prohaska

Also in attendance were:
Paul Wisor, Town Manager
Michelle Haynes, Assistant Town Manager
Susan Johnston, Town Clerk
Kim Schooley, Deputy Town Clerk (via Zoom)
David McConaughy, Town Attorney (via Zoom)
Lizbeth Lemley, Finance Director
Kathrine Warren, Public Information Officer
Heather Knox
Jonathan Greenspan
Madeline Pena
Tim Barber
Yvette Rauff
Joan May

Executive Session for the Purpose of: (2)

a. **Conference with the Town Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions, to Determine Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations and/or Instructing Negotiators, In Connection With the Sale of Property Pursuant to C.R.S. 24-6-402(4)(a), (b), and (e) regarding Lot 644, Meadowlark at Mountain Village**

On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted unanimously to move into Executive Session for the purpose of receiving legal advice on specific legal questions, to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and/or instructing negotiators, in connection with the sale of property pursuant to C.R.S. 24-6- 402(4)(a), (b), and (e) regarding Lot 644, Meadowlark at Mountain Village at 5:30 p.m.

Council returned to open session at 6:49 p.m.

Town of Mountain Village Housing Authority: Consideration of a Resolution Establishing the Initial Sales Price for Lot 644, Meadowlark at Mountain Village, Consistent with Municipal Code Section 16.02.060 (3)
Town Manager Paul Wisor stated that this item is to be moved to a later date to be determined and that the date will be properly noticed.

There being no further business, on a **MOTION** by Jack Gilbride and seconded by Dan Caton, Council voted unanimously to adjourn the meeting at 6:51 p.m.

Respectfully prepared and submitted,

Susan Johnston
Town Clerk

DRAFT

TOWN OF MOUNTAIN VILLAGE
455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
970-728-8000
970-728-4342 Fax
mvclerk@mtnvillage.org

TOWN OF MOUNTAIN VILLAGE
MINUTES OF THE JULY 20, 2023
REGULAR TOWN COUNCIL MEETING
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Agenda Item 8b

The meeting of the Town Council was called to order by Mayor Laila Benitez at 1:59 p.m. on Thursday, July 20, 2023. The meeting was held in person and with virtual access provided through Zoom.

Attendance:

The following Town Council members were present and acting:
Marti Prohaska, Mayor Elect
Scott Pearson, Mayor Pro Tem Elect
Harvey Mogenson
Jack Gilbride
Pete Duprey
Patrick Berry
Tucker Magid
Scott Pearson

Also in attendance were:
Paul Wisor, Town Manager
Michelle Haynes, Assistant Town Manager
Susan Johnston, Town Clerk
Kim Schooley, Deputy Town Clerk
David McConaughy, Town Attorney
Andrea Bryan, Assistant Town Attorney
Lizbeth Lemley, Finance Director
Chris Broady, Police Chief
Amy Ward, Community Development Director
Kathrine Warren, Public Information Officer
Kate Burns, Controller
Maegan Eckard, Administrative Assistant
Molly Norton, Community Engagement Coordinator
Marleina Fallenius, Housing Policy & Programs Manager
Lindsay Niehaus, HR Coordinator
Finn Kjome, Public Works Director
JD Wise, Economic Development & Sustainability Director
Jim Loebe, Transit & Recreation Director
Conor Intemann, Gondola Maintenance Manager
Rob Johnson, Transit Operations Manager
Kate Burns, Controller
Julie Vergari, Assistant Finance Director
Lauren Kirn, Environmental Efficiencies & Grant Coordinator
Claire Perez, Planner I
Len Rybicki
Anne Reissner
Tim Barber
Laila Benitez
Dan Caton
Yvette Rauff
Daniel Goltz
Mackenzie Goltz
Julia Caulfield
Douglas Tooley
Jonathan Greenspan
Kiera Skinner
Patrick Latcham
Adrienne Pearson
Todd Pearson
Tom Richards
Matthew Hintermeister
Winston Kelly
Mich Hirschfeld
Sherri Reeder
Laurence Pearson
Anna Wilson
Shirley Diaz
Cath Jett
Steve Rosenblatt
Benson Worthington
Diana Farrell
Heather Knox

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Kelli Duprey
David Bulson
Rube Felicelli
Cindy Magid
Tom Kennedy
Banks Brown

Public Comment on Non-Agenda Items (2)
Public Comment was received from Heather Knox and Douglas Tooley.

Administration of Oath of Office to Newly Elected Council Members (3)
Laila Benitez administered the oaths of office to newly elected Town Council members Marti Prohaska, Pete Duprey, Scott Pearson, Scott Pearson, and Tucker Magid.

Election of Mayor and Mayor Pro Tem (4)
Patrick Berry opened a public hearing. Council discussion ensued. On a **MOTION** by Jack Gilbride and seconded by Patrick Berry Council members voted unanimously to elect Marti Prohaska to the position of Mayor. Mayor Prohaska presided. On a **MOTION** by Marti Prohaska and seconded by Patrick Berry Council voted unanimously to elect Scott Pearson to the position of Mayor Pro Tem.

Legal Presentation to the New Council Members (5)
Town Attorney David McConaughy presented. Council discussion ensued.

Consent Agenda:
All matters in the Consent Agenda are considered to be routine by the Town Council and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately: (6)

a. **Consideration of Approval of the June 12, 2023 Special Town Council Meeting Minutes**
b. **Consideration of Approval of the June 15, 2023 Town Council Meeting Minutes**
c. **Consideration of Approval of the July 13, 2023 Special Town Council Meeting Minutes**

Town Clerk Susan Johnston presented. Council discussion ensued. Scott Pearson and Tucker Magid abstained. On a **MOTION** by Pete Duprey and seconded by Harvey Mogenson, Council voted unanimously to approve the Consent Agenda with the correction to the June 15, 2023 Town Council Meeting minutes regarding how Town Council voted on agenda items 12, 13, and 14.

Consideration of Council Boards and Commissions Appointments: (7)
Paul Wisor presented. Council discussion ensued.

1. **Ethics Commission (One Regular, One Alternate)**

On a **MOTION** by Patrick Berry and seconded by Scott Pearson, Council voted unanimously to appoint Pete Duprey to the regular seat and Jack Gilbride to the alternate seat to the Ethics Commission.

2. **Telluride Tourism Board (One Regular)**

On a **MOTION** by Jack Gilbride and seconded by Scott Pearson, Council voted unanimously to appoint Patrick Berry to the Telluride Tourism Board.

3. **Colorado Flights Alliance (One Regular)**

On a **MOTION** by Pete Duprey and seconded by Tucker Magid, Council voted unanimously to appoint Jack Gilbride to the Colorado Flights Alliance.

4. **Transportation & Parking (Two Regular)**

On a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted unanimously to appoint Harvey Mogenson and Pete Duprey to Transportation & Parking.

5. **Budget & Finance Committee (Three Regular)**

On a **MOTION** by Pete Duprey and seconded by Patrick Berry, Council voted unanimously to appoint Pete Duprey, Harvey Mogenson, and Scott Pearson to the Budget & Finance Committee.

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6. **Telluride Historical Museum (One Regular)**

On a **MOTION** by Harvey Mogenson and seconded by Jack Gilbride, Council voted unanimously to appoint Marti Prohaska to the Telluride Historical Museum Board.

7. **San Miguel Watershed Coalition (One Regular)**

Environmental Efficiencies and Grant Coordinator Lauren Kirn will attend these meetings and report to Council with updates as needed. This committee will be removed from the monthly Council Boards and Commissions updates.

8. **Gondola Committee (Two Regular, One Alternate)**

On a **MOTION** by Harvey Mogenson and seconded by Scott Pearson, Council voted unanimously to appoint Patrick Berry and Harvey Mogenson to the regular seats and Scott Pearson to the alternate seat on the Gondola Committee.

9. **Mountain Village Community Grant Committee (Two Regular)**

On a **MOTION** by Pete Duprey and seconded by Scott Pearson, Council voted unanimously to appoint Jack Gilbride and Marti Prohaska to the Grant Committee.

10. **Telluride Conference Center Work Group (Two Regular)**

On a **MOTION** by Harvey Mogenson and seconded by Patrick Berry, Council voted unanimously to appoint Pete Duprey and Tucker Magid to the Telluride Conference Center Work Group.

11. **San Miguel Authority for Regional Transportation (SMART) (Two Regular)**

On a **MOTION** by Scott Pearson and seconded by Jack Gilbride, Council voted unanimously to appoint Patrick Berry and Tucker Magid to the regular seats and added Harvey Mogenson to an alternate seat on the San Miguel Authority for Regional Transportation (SMART).

12. **Alliance for Inclusion (One Regular)**

On a **MOTION** by Pete Duprey and seconded by Jack Gilbride, Council voted unanimously to appoint Marti Prohaska to the Alliance for Inclusion board.

13. **Green Team Committee (Two Regular)**

On a **MOTION** by Tucker Magid and seconded by Jack Gilbride, Council voted unanimously to appoint Patrick Berry to the Green Team Committee. Council consensus was in favor of having only one Council member on the Green Team.

14. **Mountain Village Business Development Advisory Committee (BDAC) (Two Regular)**

On a **MOTION** by Pete Duprey and seconded by Jack Gilbride, Council voted unanimously to appoint Pete Duprey and Scott Pearson to the Business Development Advisory Committee.

15. **Wastewater Committee (Two Regular)**

On a **MOTION** by Jack Gilbride and seconded by Patrick Berry, Council voted unanimously to appoint Pete Duprey and Tucker Magid to the Wastewater Committee.

16. **Public Arts Commission (One Regular)**

On a **MOTION** by Pete Duprey and seconded by Tucker Magid, Council voted unanimously to appoint Harvey Mogenson to the Public Arts Commission.

17. **Mountain Village Condo Association (One Regular)**

Council consensus was in favor of not appointing a Council member to this committee.

18. **Colorado Communities for Climate Action (One Regular)**

On a **MOTION** by Tucker Magid and seconded by Pete Duprey, Council voted unanimously to appoint Patrick Berry to the regular seat and added Scott Pearson as an alternate to Colorado Communities for Climate Action.

19. **Housing Committee (Two Regular)**

On a **MOTION** by Harvey Mogenson and seconded by Patrick Berry, Council voted unanimously to appoint Tucker Magid and Pete Duprey to the Housing Committee.

Council consensus was in favor of appointing Council representation the following working groups:

20. **Ski Ranches Working Group (Two Regular)**

On a **MOTION** by Scott Pearson and seconded by Tucker Magid, Council voted unanimously to appoint Harvey Mogenson and Marti Prohaska to the Ski Ranches Working Group.

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21. **Technology Working Group (2 Regular)**

On a **MOTION** by Tucker Magid and seconded by Harvey Mogenson, Council voted unanimously to appoint Scott Pearson and Patrick Berry to the Technology Working Group.

Council directed staff to begin discussions regarding an Emergency Preparedness Working Group.

Council directed staff to report quarterly on Telluride Medical Center/Hospital updates. Council also directed staff to report on the status of the area trails plan, how it's being implemented and how it impacts the Town budget.

Consideration of a Resolution Appointing One Regular Seat and One Alternate Seat on Telluride Regional Airport Authority (TRAA) (8)

Susan Johnston presented. Public comment as received from Tom Richards. Council discussion ensued. On a **MOTION** by Patrick Berry and seconded by Tucker Magid, Council voted unanimously to appoint Tom Richards to the regular seat and Bob Patterson to the alternate seat on the Telluride Regional Airport Authority (TRAA).

Council moved to agenda item 10.

Introduction of Shirley Diaz, Housing Specialist with the Division of Housing (9)

Environmental Efficiencies & Grant Coordinator Lauren Kirn introduced Housing Specialist Shirley Diaz. Council discussion ensued.

Council moved to agenda item 12.

Finance: (10)

Finance Director Lizbeth Lemley and Julie Vergari presented.

a. **Presentation of the June 30, 2023 Business & Government Activity Report (BaGAR)**
b. **Consideration of Approval of the June 30, 2023 Financials**

Council discussion ensued. On a **MOTION** by Pete Duprey and seconded by Harvey Mogenson, Council voted unanimously to approve the June 30, 2023 Financials as presented.

Consideration of a Resolution Approving a Minor Subdivision, Lot Line Adjustment of Lots 388 and 387R1, Pursuant to CDC 17.4.13 *Quasi-Judicial* (11)

Community Development Director Amy Ward presented. Comments were heard from Attorney Tom Kennedy on behalf of the applicant Yellow Brick Road, LLC and Surveyor Dave Bolson. Mayor Prohaska opened the public hearing. There was no public comment. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Pete Duprey and seconded by Jack Gilbride, Council voted unanimously to approve a Resolution regarding a minor subdivision, lot line adjustment of Lots 388 and 387R1, pursuant to CDC section 17.4.13 with the findings as outlined in the staff report and subject to the following conditions:

1. The Applicant will submit appropriate fees to staff for recordation with the San Miguel County Assessor's office within six months of approval.
2. Staff will review the final proposed plat document to verify consistency with CDC Sections 17.4.13.N. Plat Standards, and CDC Section 3. Plat Notes and Certifications and provide redline comments to the applicant prior to the execution of the final mylar.
3. Staff has the authority to provide ministerial and conforming comments on the mylar prior to recordation.

Council moved to agenda item 9.

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Second Reading, Public Hearing and Council Vote on an Ordinance Approving a Density Transfer and Rezone at Lot 648AR, Unit 2-3D, 313 Adams Ranch Road, Pursuant to CDC 17.4.9 *Quasi-Judicial* (12)

Patrick Berry recused himself. Amy Ward presented. Mayor Prohaska opened the public hearing. There was no public comment. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Scott Pearson and seconded by Tucker Magid, Council voted 6-0 to approve on second reading an Ordinance approving a Density Transfer and Rezone Application to rezone Lot 648AR, Unit 2-3D from employee condominium to condominium pursuant to CDC sections 17.4.9 and 17.4.10 of the Community Development Code based on the evidence provided within the Staff Report of record dated July 20, 2023.

Second Reading, Public Hearing and Council Vote on an Ordinance Approving the Lease of Certain Real Property, Commonly Known as the Headend, to Vero Networks for Continued Broadband and Cable System Operations *Legislative* (13)

Town Manager Paul Wisor presented. Mayor Prohaska opened the public hearing. There was no public comment. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Harvey Mogenson and seconded by Tucker Magid, Council voted 7-0 to approve on second reading an Ordinance approving a license agreement with Vero Broadband, LLC for communications equipment space at 317 Adams Ranch Road, Mountain Village, Colorado 81435 with the changes submitted by the Town Manager to the Town Clerk.

Discussion Regarding the Meadowlark Project and Subsidizing Option (14)

Paul Wisor presented. Mayor Prohaska opened a public hearing. Public comment was received from Banks Brown, Douglas Tooley, Rube Felicelli, Heather Knox, and Johnathan Greenspan. The Mayor closed the public hearing. Council discussion ensued. Council directed staff to further explore waiving the $50,000 fee for each additional unit purchased for essential organizations and encouraging other non-profit organizations to purchase.

Other Business (15)

Jonathan Greenspan asked Council look at infrastructure in the Meadows area and to have the Town Charter updated, specifically on elections, and relationships on boards. Douglas Tooley commented on the Meadowlark award structure. Mayor Prohaska shared that the federal legislature is voting on funding the Colorado Corporation for Public Broadcasting and to reach out to Representative Lauren Boebert with any concerns or comments. Mayor Prohaska encouraged everyone one to attend the San Miguel County Fair and Rodeo.

Executive Session for the Purpose of: (17)

a. **Receiving Legal Advice on Specific Legal Questions, to Determine Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations and/or Instructing Negotiators, In Connection With the Telluride Conference Center Pursuant to C.R.S. 24-6- 402(4)(b) and (e)**
b. **Conference with the Chief of Police Regarding Specialized Details of Security Arrangements or Investigations, Including Defenses Against Terrorism, Both Domestic and Foreign, and Including Where Disclosure of the Matters Discussed Might Reveal Information That Could Be Used for the Purpose of Committing, or Avoiding Prosecution for, a Violation of the Law Pursuant to Section 24-6-402(4)(d), C.R.S.**
c. **Receiving Legal Advice on Specific Legal Questions, to Determine Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations and/or Instructing Negotiators, In Connection With the Future Ownership, Operations, and Maintenance of the Gondola System Pursuant to C.R.S. 24-6- 402(4)(b) and (e)**

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d. <u>Receiving Legal Advice on Specific Legal Questions, to Determine Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations and/or Instructing Negotiators, In Connection With the Proposed Wastewater Treatment Plant Pursuant to C.R.S. 24-6- 402(4)(b) and (e)</u>

Patrick Berry recused himself for agenda item a. On a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted unanimously to move into Executive Session for the purpose of:

a. Receiving legal advice on specific legal questions, to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and/or instructing negotiators, in connection with the Telluride Conference Center pursuant to C.R.S. 24-6- 402(4)(b) and (e)
b. Conference with the Chief of Police regarding specialized details of security arrangements or investigations, including defenses against terrorism, both domestic and foreign, and including where disclosure of the matters discussed might reveal information that could be used for the purpose of committing, or avoiding prosecution for, a violation of the law pursuant to section 24-6-402(4)(d), C.R.S.
c. Receiving legal advice on specific legal questions, to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and/or instructing negotiators, in connection with the future ownership, operations, and maintenance of the gondola system pursuant to C.R.S. 24-6- 402(4)(b) and (e)
d. Receiving legal advice on specific legal questions, to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and/or instructing negotiators, in connection with the proposed wastewater treatment plant pursuant to C.R.S. 24-6- 402(4)(b) and (e)

at 5:49 p.m.

Council returned to regular session at 7:18 p.m.

There being no further business, on a **MOTION** by Patrick Berry and seconded by Jack Gilbride Council voted unanimously to adjourn the meeting at 7:19 p.m.

Respectfully prepared,

Kim Schooley
Deputy Town Clerk

Respectfully submitted,

Susan Johnston
Town Clerk

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FRANCHISE AGREEMENT BETWEEN TOWN OF MOUNTAIN VILLAGE, COLORADO AND SAN MIGUEL POWER ASSOCIATION, INC.

THIS FRANCHISE AGREEMENT ("Agreement"), dated and made effective as of July 18, 2023 ("Effective Date"), is entered into by and between TOWN OF MOUNTAIN VILLAGE, a Colorado home rule municipality ("Town"), and SAN MIGUEL POWER ASSOCIATION, INC., a local energy cooperative ("Company," and together with the Town, the "Parties").

RECITALS

WHEREAS, pursuant to Ordinance No. 2008-06, the Town granted a franchise to the Company to operate an electric utility within the Town for 15 years ("2008 Franchise Agreement"); and

WHERAS, the Company has submitted a request to renew the 2008 Franchise Agreement for another 15-year term, through July 18, 2038; and

WHEREAS, in accordance with Ordinance No. 2023-__, the Parties desire to renew the franchise pursuant to the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and for good and valuable consideration of the mutual covenants set forth below, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
TITLE AND DEFINITIONS

For purposes of this Agreement, the following words and phrases shall have the meanings ascribed to them in this Article:

1.1 "Facilities" means all facilities reasonably necessary to provide electric service into, within, and through the Town, including but not limited to substations, transmission and distribution structures, lines, wires, electrical equipment, transformers, underground lines, meters, meter reading devices, control equipment, street lights, wires, cables, and poles.

1.2 "Public Utilities Commission" or "PUC" means the Public Utilities Commission of the State of Colorado or other governmental body succeeding to the regulatory powers of the Public Utilities Commission.

1.3 "Residents" means all persons, businesses, industry, governmental agencies, and any other entities whatsoever, presently located or to be located, in whole or in part, within the territorial boundaries of the Town.

1.4 "Revenues" means those gross revenues that the Company receives from sale of electricity to Residents.

1.5 "Streets" means the rights of way of streets, alleys, viaducts, bridges, roads, lanes, public utility easements, and other public rights-of-way within the Town, excluding any such property that is not legally available for the use thereof by the Company. "Within the Streets" means upon, above, under, across, along, and within said Streets.

1.9 "Franchise Fee" is defined in Section 4.1(B) of Article 4.

ARTICLE 2
GRANT OF FRANCHISE

2.1 Grant of Franchise.

(A) Subject to the terms and conditions contained in this Agreement, the Town hereby grants to the Company the non-exclusive right to:

(1) furnish, sell, and distribute electricity to the Town and to all Residents of the Town;

(2) acquire, construct, install, locate, maintain, operate, and extend into, within and through the Town all Facilities reasonably necessary to furnish, sell, and distribute electricity within and through the Town; and

(3) make reasonable use of the Streets as may be necessary to carry out the terms herein subject to the Town's prior right of usage for municipal purposes and subject to applicable laws, ordinances, and regulations (collectively, the "Franchise").

(B) The grant of this Franchise shall extend to all areas of the Town as it is now or hereafter constituted. The rights and obligations provided for by this Franchise encompass street lighting service to the Town, and the provisions of this Franchise apply with full and equal force to the street lighting service provided by the Company

(C) The rights granted by this Franchise are not and shall not be deemed to be granted exclusively to the Company, and the Town reserves the right to make or grant a similar franchise to any other person, firm, or corporation as allowed by law.

(D) The Town retains the right to use, control, and regulate, through the exercise of its police power, the use of the Streets, and the Town retains the right to impose such other regulations as may be determined by the Town to be necessary in the exercise of the police power to protect the health, safety, and welfare of the Town.

(E) Neither the Town nor the Company waives any rights under the Constitution of the State of Colorado or of the United States except as otherwise specifically set forth herein.

ARTICLE 3
TERM OF FRANCHISE

3.1 2008 Franchise Agreement. The 2008 Franchise Agreement is hereby superseded and replaced in its entirety.

3.2 Term of Franchise. This Franchise shall take effect upon the Effective Date. Unless terminated earlier in accordance with the provisions contained herein, the term of this Franchise shall be for 15 years ("Term").

ARTICLE 4
FRANCHISE FEE

4.1 Franchise Fee.

(A) In consideration for the Franchise rights granted herein, the Company shall collect and pay to the Town the sums provided in this Section ("Franchise Fee"). Payment of the Franchise Fee shall not exempt the Company from any other lawful taxes or fees; however, the Franchise Fee shall constitute the exclusive monetary payment by the Company to the Town for the Company's use and occupancy of the Streets, except as specifically provided herein.

(B) Notwithstanding the foregoing Section 4.1(A), initially the Company shall not collect and pay the Town the Franchise Fee. However, at any time, the Town may, upon ninety (90) days written notice to the Company, elect to impose the Franchise Fee in an amount equal to a percentage of Revenues, as determined by the Town. In such case, the Company shall, upon the expiration of the ninety (90) day notice period, collect and pay to the Town, the Franchise Fee in accordance with the provisions of this Article 4.

(C) A transaction or arrangement between the Company and any third party that has the effect of circumventing payment of the Franchise Fee or evasion of payment of Franchise Fee by non-collection, non-reporting, or any other means that evade the actual collection of Revenues by the Company is prohibited.

(D) No acceptance of payment by the Town from the Company shall be construed as an agreement that the amount paid is the correct amount, nor shall acceptance be construed as a release of any claim that the Town may have for additional sums due and payable under this Franchise.

(E) In the event that the Franchise Fee specified herein is declared illegal, unconstitutional, or void for any reason by any court or other proper authority, the

Company shall be contractually bound to collect and pay monthly fees to the Town in an aggregate amount that would be, as nearly as practical, equivalent to the amount which would have been paid by the Company as the Franchise Fee as consideration for use of the Town's Streets.

4.2 Remittance Schedule. The Company shall remit the Franchise Fee to the Town quarterly within 60 days of each calendar quarter. In the event that either the Town or the Company discovers that there has been an error in the calculation of the Franchise Fee, the error shall be corrected in the next quarterly payment, except that, in the event an error by the Company results in an overpayment of the Franchise Fee to the Town, and said overpayment is in excess of $5,000, credit for the overpayment shall be spread over the same period the error was undiscovered. If the overpayment is less than $5,000, credit shall be taken against the next payments. In no event shall the Town be required to refund any overpayment made as a result of a Company error that occurred more than three years prior to the discovery of the Company error. Underpayments shall be subject to 1.5% interest per month until paid in full.

4.3 Franchise Fee Payment Not in Lieu of Other Fees. Payment of the Franchise Fee by the Company is accepted by the Town in lieu of any utility occupation tax or any rental fee, for the Company's use or occupation of Town Streets, or for the installation, operation, and maintenance of Company Facilities. Payment of the Franchise Fee does not exempt the Company from any other lawful tax or fee, including any fee for an excavation permit, street cut permit, or similar requirement, or sales and use taxes and general *ad valorem* property taxes.

4.4 Surcharge Overview: Town Surcharge and Regional Surcharge. In order to partially fund the incremental additional costs of underground construction of approximately nine miles of a new 115kV Nucla-Telluride Transmission Line across portions of Specie and Wilson Mesas (the "Project") proposed by Tri-State Generation & Transmission Association, Inc. ("Tri-State"), the Company is collecting an underground surcharge from all Residents (the "Town Surcharge") and all of the Company's customers within the Regional Surcharge Area, as hereinafter defined (the "Regional Surcharge"). The Town Surcharge is calculated as a percentage of revenue of each Resident's total bill, which methodology is also being applied to the Company's other customers who are subject to the Regional Surcharge. The "Regional Surcharge Area" is roughly defined as follows: the Towns of Telluride, Mountain Village, Ophir, and Sawpit, as well as that portion of San Miguel County described as the eastern portion of unincorporated San Miguel County, from the top of Lizard Head Pass (the Dolores County line) through the Trout Lake/San Bernardo area, the Telluride region, and down valley through the Placerville area to the Specie Creek bridge, as well as the Ilium Valley, and Specie, Wilson, and Sunshine Mesas. The Company's ratepayers located on Hastings Mesa are not served by the proposed Nucla-Telluride 115kV transmission line and, therefore, are not subject to the proposed Regional Surcharge.

4.5 Town Surcharge Exceeding the Duration of the Franchise Agreement. It is anticipated that the Company may need to collect the Town Surcharge and the Regional Surcharge beyond

the Term of the Franchise to fully satisfy the surcharge share of the Company's contribution to the Project. Upon subsequent negotiations to renew this Agreement, the Town will consider, in good faith, a franchise agreement with the Company that would continue the collection of the Town Surcharge.

ARTICLE 5
AMENDMENTS TO FRANCHISE

5.1 Regulatory Changes Requiring Amendment. The Town and the Company recognize that the electric utility industry is the subject of numerous restructuring initiatives by legislative and regulatory authorities. Some of the initiatives and changes may have an effect upon the terms of this Agreement that would be adverse to Residents or other customers of the Company. In the event of such regulatory changes, the Town and the Company may need to amend various provisions of this Franchise and agree to negotiate in good faith in reaching such amendments. Any amendment to the computation of the Franchise Fee shall be in accordance with Section 16.2.

5.2 Change of Franchise Fee. Once during each calendar year of the Franchise term, the Town, upon giving 90 days' notice to the Company of its intention to so do, may review and change the Franchise Fee the Town is entitled to receive as a part of the Franchise. The Company shall report to the Town within 60 days of the execution of a subsequent franchise or of any change of an existing franchise that increases the franchise fee in any other municipality to which the Company supplies electric service. If the Town decides the Franchise Fee shall be changed, it shall provide for such change by ordinance.

ARTICLE 6
DISCLOSURE OF COMPANY RECORDS

6.1 Town Information Rights.

(A) The Town, or its designated representative or agent, shall have access to the books and records of the Company during normal business hours upon reasonable notice for the purpose of ascertaining compliance with the terms of this Agreement. The Town may use such information for the purposes of enforcing its laws, ordinances, and regulations. Nothing herein shall exempt the Company from any other requirements regarding the production of information as provided in the laws, ordinances, and regulations of the Town.

(B) To the extent allowable by law, the Company shall supply the Town with all of the following information annually without cost to the Town:

(1) Annual reports, including but not limited to, its annual report to its consumers; and

(2) Annual financial summaries of the Revenues during the previous year; and

(3) The Company shall prepare and submit to the Town a map showing the location of its system, showing location, size and depth of lines, incident to the distribution system, so far as such Facilities can reasonably be projected. The map shall be updated annually and shall be delivered to the Town Clerk's office within 10 days of written request by the Town. If the Company fails to keep such map current and provide the required information, the Town can cause such work to be done and charge all costs thereof to the Company. The Company shall also submit the map on digital media. Such map may not be used for facility engineering or design purposes, and shall not take the place of formal line locates which shall be provided by the Company upon request.

(C) To the extent allowable by law, the Company shall supply the Town with all of the following information upon written request:

(1) Copies of the official minutes of Board of Directors meetings for the previous year; and

(2) A summary of conversions and replacements within the Town which have been accomplished or are underway by the Company, if applicable; and

(3) The Company's plans for additional conversions and replacements within the Town, if applicable; and

(4) Copies of tariffs including but not limited to all tariffs, rules, regulations, and policies relating to service by the Company to the Town and its Residents; and

(5) Copies of supporting documentation for the calculation of the Franchise Fee; and

(6) An inventory of the Company's Facilities within the Town; and

(7) Annual and long-term reports for capital improvements planned within the Town.

6.2 Enforcement of Town Ordinances. The Town may use the meter information obtained from audits for the purposes of enforcing its laws, ordinances, and regulations.

ARTICLE 7
RATES CHARGED TO CUSTOMERS

7.1 General Provisions. Rates charged by the Company for service hereunder shall be fair and reasonable. The Company agrees that it shall be subject to all authority now or hereafter possessed by any regulatory body having jurisdiction to fix just, reasonable, and compensatory electric rates. The Company further agrees that the system shall be so

designed, constructed, and sources of electricity utilized as to provide the most economic development and favorable rate structure possible, taking into account deliverability of electricity, economics, load profiles, and other pertinent conditions.

7.2 Comparable Rates. For each rate category within the Company's service area, rates charged to customers within the Town shall be no higher than the lowest rates charged to the Company's customers in the same rate category, excluding franchise fees and other taxes, if applicable.

7.3 Rates Applicable to Town Street Lighting and Town-Owned Facilities. Rates charged to the Town by the Company for street lighting and Town-owned facilities shall be no higher than the lowest rates charged to the Company's customers for the same rate category, excluding franchise fees and other taxes, if applicable.

ARTICLE 8
CONSTRUCTION AND DESIGN OF FACILITIES

8.1 Reliability.

(A) The Company shall at all times take all reasonable and necessary steps to assure the adequate distribution of electricity to the Town and its Residents at the lowest reasonable cost consistent with the terms of this Agreement. In addition, the Company shall operate its Facilities pursuant to the highest practicable level of service quality and reliability in providing electricity to the Town and its Residents. The Company recognizes that maintaining service reliability is a substantial obligation under this Agreement. Upon the Town's request, the Company will provide the Town with copies of service reliability reports.

(B) If the distribution of electricity to the Town or any resident of the Town is interrupted, the Company shall take all necessary and reasonable actions to restore such distribution in the shortest practicable time. If the distribution of electricity is to be interrupted due to a planned outage, except in cases of emergency outage repair, the Company shall take adequate reasonable efforts to notify its customers and the Town in advance. The Company shall keep on file in its local office copies of its Rate Schedules, Standards for Service, Rules and Regulations, and Service Connection and Extension Policies concurrently in effect or filed with the PUC or other competent authority having jurisdiction in the premises, which copies shall be made available to the Town and its Residents.

(C) The Company shall provide to the Town, telephone numbers of the Company's dispatch center that will permit the Town to obtain status reports from the Company on a 24-hour basis concerning interruptions of the distribution of electricity in any portion of the Town.

8.2 Obligations Regarding Company Facilities.

(A) All work performed by or on behalf of the Company under the Franchise, including but not limited to the installation, renovation, and replacement of any Facilities in the Streets, shall be done in accordance with standards set by the Rural Utilities Service, United States Department of Agriculture, and is subject to inspection and approval by the Town for compliance with all applicable laws, ordinances, and regulations of the Town. The Company shall promptly perform remedial action required by the Town pursuant to any such inspection. It shall be a condition of the Town's approval that, for any Facility installed, renovated, or replaced after the Effective Date of this Agreement, the Company shall provide the Town with as-built drawings of each such Facility in such formats and with such details as reasonably requested by the Town. Such drawings may not be used for facility engineering or design purposes and shall not take the place of formal line locates, which shall be provided by the Company upon request.

(B) The installation, repair, or maintenance of Company Facilities shall not interfere with water facilities, sanitary or storm sewer facilities, communication facilities, or other uses of the Streets. Interference with landscaping and other natural features shall be minimized.

(C) The Company shall promptly repair all damage to non-Company property caused by Company activities or Facilities. If such damage poses a threat to the health, safety, or welfare of the public, the Town may cause repairs to be made, and the Company shall promptly reimburse the Town for the cost of such repairs.

(D) The Company and all of its contractors shall comply with all applicable Town laws, ordinances, and regulations. The Company shall require its contractors working in the Streets to hold the necessary licenses and permits required by the Town and other entities having jurisdiction.

(E) The Company shall provide as-built drawings in such formats and with such details as reasonably requested by the Town, of each Company Facility. Such drawings may not be used for facility engineering or design purposes and shall not take the place of formal line locates, which shall be provided by the Company upon request.

8.3 Excavation and Construction. The Company shall be responsible for obtaining all applicable permits, including any excavation, encroachment, or street cut permits, in the manner required by the laws, ordinances, and regulations of the Town. All public and private property whose use conforms to restrictions in public easements disturbed by Company construction or excavation activities shall be restored by the Company at its expense to substantially its former condition according to then-existing Town laws, ordinances, and regulations.

8.4 Location and Relocation of Company Facilities.

(A) Except as located as of the date of this Agreement, the location of the Company's Facilities shall be subject to the prior approval of the Town, and shall be located to maximize the potential use of the right of way, minimize interference with the Town's use and facilities, and conform to requirements of Town standards and specifications.

(B) If at any time the Town requests the Company to relocate its Facilities in order to allow the Town to make any use of Streets, or if at any time it shall become necessary or convenient because of a change in the grade, by reason of the improving, repairing, constructing, or maintaining of any Streets, by reason of traffic conditions, or public safety, or by reason of installation of any type of Town utility facilities, project, or other improvement, to move or change the Company's Facilities within or adjacent to Streets in any manner, either temporarily or permanently, the Town shall endeavor to notify the Company at least 90 days in advance, except when impractical or in the case of emergencies, of the Town's intention to perform or have such work performed. The Company shall thereupon, at its cost, accomplish the necessary relocation, removal, or change within a reasonable time from the date of the notification, but in no event later than three working days prior to the date the Town has notified the Company that it intends to commence its work or immediately in the case of emergencies. Upon the Company's failure to accomplish such work, the Town may perform such work at the Company's expense and the Company shall reimburse the Town within 30 days after receipt of a written invoice therefor. Following relocation, all property negatively impacted by the activities of the Company shall be restored to, at a minimum, the condition that existed prior to construction by the Company at the Company's expense, with revised as-built plans submitted to the Town.

(C) The Town may require the relocation of Facilities that are improperly installed in a location different from that approved by the Town following the procedures set out in (B) above.

(D) When requested by the Town or the Company, representatives of the Town and the Company shall meet to share information regarding anticipated Town projects that will require relocation of Company Facilities. Such meetings shall be for the purpose of providing both parties the opportunity to, in good faith, evaluate reasonable alternatives and/or cost saving measures in an attempt to minimize the fiscal impact upon the Company from the proposed relocation, and to establish timetables with anticipated commencement and completion dates.

(E) Following relocation, all property negatively impacted by the activities of the Company shall be restored to substantially its former condition by the Company at its expense, in accordance with then-existing Town laws, ordinances, and regulations.

(F) Relocated Facilities shall be underground, unless exempted pursuant to Article 12. The Town will not require relocation solely to cause the undergrounding of Facilities.

(G) The Company may recover costs it incurs for the relocation or undergrounding of Facilities when the work was ordered by the Town pursuant to Sections 8.4(B) or 12.1(B)(3) through an increase in the Franchise Fee, which increase will be retained by the Company instead of being paid to the Town ("Recovery"). The Recovery shall be amortized over five years without interest, or a longer or shorter period as is appropriate to avoid increases in excess of 10% of customers' electric bills. The Company shall consult with the Town concerning an appropriate Recovery schedule, but the final decision shall be the Company's. When the remainder of the Term of the Franchise is insufficient to accommodate a reasonable amortization period, the Term shall be automatically extended to encompass the Recovery schedule. The Company shall provide the necessary financial records to the Town to allow it to monitor such Recovery. Upon receipt of an order from the Town to relocate or underground facilities, the Company shall provide a good faith estimate of the cost of such relocation or undergrounding ("Cost"). If the estimated Cost, plus the outstanding balance of any prior Recoveries, exceeds $150,000, (as adjusted annually at a rate equal to the increase in the Consumer Price Index for Denver, Colorado over the previous 12 months, or in the event the CPI is discontinued or otherwise not available, such comparable statistics on the purchasing power of the consumer dollar as is reasonably agreed upon between the Company and the Town), the Town agrees to pay the amount in excess of $150,000, as so adjusted. If the actual Cost causes the balance of total Recoveries to exceed $150,000, as so adjusted, the Town shall not be responsible for such excess, and the Recovery shall include such excess.

(H) The Company shall report to the Town within 60 days of the execution of a subsequent franchise or of any change of an existing franchise that includes terms that are more favorable to the Town than this Section 8.4.

8.5 Service to New Areas. If the boundaries of the Town are expanded during the Term of this Franchise, the Company shall extend service to Residents in the expanded area at the earliest practicable time and in accordance with the Company's extension policy. Service to the expanded area shall be in accordance with the terms of this Agreement, including payment of the Franchise Fee.

8.6 Town Not Required to Advance Funds. Upon receipt of the Town's authorization for billing and construction, the Company shall extend its Facilities to provide electric service to the Town for municipal uses within the Town limits, or for any major municipal facility outside the Town limits, and within the Company certificated service area, without requiring the Town to advance funds prior to construction. Upon completion, the Town shall pay invoice within 30 days of receipt.

8.7 Technological Improvements.

(A) The Company shall generally introduce and install, as soon as practicable, technological advances in its equipment and service within the Town when such advances are technically and economically feasible and are safe and beneficial to the Town and its Residents.

(B) While maintaining flexibility in the provision of services, the Company's system shall, at all times, be no less advanced than any other system operated by the Company within the Company's service area, taking into account deliverability of electricity, economics, load profiles, and other pertinent conditions; provided, however, should an upgrade of the utility services provided to customers within the Town be requested by the Town Council, the Company shall have the right to meet, confer, and negotiate with the Town concerning the economic practicality of such an upgrade, giving due consideration to the remainder of the Term of the Franchise and other reasonable incentives. The Company shall submit to the Town related information upon the Town Council's request, including, but not limited to a plan for provision of such services, or a justification indicating the reason such services are not feasible for the Company's customers within the Town. The Company retains the right to make the final decision as to the technological improvements or upgrades made by the Company.

(C) Scope of Activities Authorized by Franchise. The provisions of this Agreement apply specifically to electric services. Nothing in this Agreement precludes the Company from engaging in any other lawful activities within the Town that are not subject to franchise ordinances.

8.8 Renewable Power. The Company will continue with its efforts to promote power from renewable sources within the Town and will make power from renewable sources available for purchase to Town and its Residents, to the extent power from renewable sources is available to the Company.

ARTICLE 9
COMPLIANCE WITH TOWN REGULATIONS

9.1 Town Regulation. The Town expressly reserves, and the Company expressly recognizes, the Town's right and duty to adopt, from time to time, in addition to the provisions herein contained, such laws, ordinances, and regulations deemed necessary by the Town in the exercise of its police power for the protection of the health, safety, and welfare of the public. The Company shall comply with all applicable laws, ordinances, and regulations of the Town, including but not limited to all Town building and zoning codes, and requirements regarding curb and pavement cuts, excavating, digging, and other construction activities.

9.2 Town Review of Plans. Prior to construction of any significant Facilities such as transmission lines and substations within the Town, or of a building or other structure

within the Town, the Company shall furnish to the Town the plans and a description of the proposed location of such Facilities, building, or structure. In addition, upon request by the Town, the Company shall assess and report on the impact of its proposed construction on the Town environment. Such plans and reports may be reviewed by the Town to ensure that all applicable laws, including building and zoning codes and air and water pollution requirements, are met, that aesthetic and good planning principles have been given due consideration, and that any adverse impact on the environment has been minimized. The Company shall comply with all regulatory requirements of the Town.

9.3 Inspection. The Town shall have the right to inspect, at all reasonable times, any portion of the Company's electric system used to serve the Town and its Residents. The Company agrees to cooperate with the Town in conducting the inspection to correct any safety issues affecting the Town's interest in a prompt and efficient manner. Said inspection shall be performed only by qualified inspectors working under a professional engineer's license.

ARTICLE 10
USE OF COMPANY FACILITIES

10.1 Town Use. The Town shall be permitted to make all reasonable use of the Company's underground conduits for any Town purpose so long as such use complies with appropriate safety codes including the Company's safety regulations. Said use shall be without cost to the Town so long as such use does not unreasonably interfere with the Company's use or future use of its Facilities or create a hazard. The Town shall be responsible for all costs, including maintenance costs, associated with any modifications to the Company's Facilities to accommodate the Town's use of such Facilities.

10.2 Non-Competitor's Use. The Company shall allow telecommunications companies and/or cable companies that hold a franchise or encroachment permit from the Town to utilize the Company's underground conduits for the placement of their facilities based upon the Company's joint use agreements, so long as such terms and conditions are not inconsistent with the Company's obligations under this Agreement. The Company shall not be required to assume any liability, nor to incur any additional expense in connection with any such use, nor be required to permit any such use for the distribution of electricity. No such use shall be required if it would constitute a safety hazard or would unreasonably interfere with the Company's use of the same.

10.3 Competitor's Use. If the Company chooses, or is required by law, to transport electricity supplied by other entities over the Company's Facilities to Town Residents, such transportation shall not be prohibited under this Agreement. The Company shall periodically report to the Town a list of all entities for which the Company is providing such transport services, and to the extent allowable by law the names and addresses of each such entity and each Town resident to whom electricity is transported, and the amount of electricity transported by the Company for each such entity. Nothing in this Agreement shall preclude the Town from collecting from such entities or Residents all applicable taxes and fees required by the Town's laws, ordinances, and regulations.

10.4 Trenches Available for Town Use. The Town and Company agree that it is in the best interest of the community to share and combine facilities in common trenches, ductways, or conduits. The Company and Town hereby agree to work together to see that facilities are combined to minimize impacts to the community.

10.5 Underground Conduit. If the Company installs new electric underground conduit or opens a trench or replaces such conduit, the Company shall provide adequate advance notice of such activity to permit additional installation of similar conduit and pull wire for the Town and other users at their cost. If the Town desires to have additional similar conduit and pull wire for its use, it will so notify the Company and provide similar conduit and pull wire to the Company at the Town's expense. The Company agrees to install such conduit and pull wire for the Town, and the Town shall pay the prorated amount of the Company's actual cost attributable to installing the Town's conduit and pull wire. "Actual cost" shall not include the Company's cost of opening and closing the trench. The Company shall not be liable for any damage to this conduit and pull wire subsequent to successful installation.

ARTICLE 11
INDEMNIFICATION AND INSURANCE

11.1 Indemnification of the Town.

(A) The Company agrees to indemnify and hold harmless the Town, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands on account of injury, loss, or damage, including without limitation claims arising from bodily injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the Franchise, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Company, any subcontractor or the Company, or any officer, employee, representative of the Company, or which arise out of any worker’s compensation claim of any employee or the Company or of any employee of any subcontractor of the Company, except to the extent caused by the negligent acts or omissions of the Town, its employees, and/or its agents. The Company agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Company, or at the option of the Town, agrees to pay the Town or reimburse the Town for the reasonable defense costs incurred by the Town in connection with any such liability claims or demands. The Company also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability claims or demands alleged are groundless, false, or fraudulent.

(B) The indemnification shall include delay damages as that term is used in C.R.S. § 24-91-103.5, as amended from time to time, or any successor law thereto, awarded against the Town in favor of contractors for damages incurred by contractors for delays experienced in the performance of public works contracts entered into with

the Town; provided, however, that said indemnification shall extend only to those delays in performance of public works contracts for which the Company either agrees it is responsible or which were caused as the result, in whole or in part, of the acts or omissions of the Company in the performance of its obligations under this Agreement. Unless the Company otherwise agrees in writing, in no event shall the Company be required to indemnify the Town for any delay damages awarded against the Town unless and until a final determination has been made by a court of competent jurisdiction that the delay damages suffered by a contractor were the result of the acts or omissions of the Company acting on behalf of or within the Town's control. Nothing herein shall be construed as an acknowledgment by the parties that the Company, in exercising its rights and obligations under this Agreement, is an entity controlled by, subject to the control of or acting on behalf of the Town for the purposes of C.R.S. § 24-91-103.5, as amended.

(C) The Company hereby waives any claim for damages to its Facilities against the Town, its officers, and its employees.

11.2 Insurance Required. The Company agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Company pursuant to Section 11.1. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Evidence of qualified self-insurance status may be substituted for the insurance required by this paragraph. The Company shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 11.1 by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

(A) The Company shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained during the Term of the Franchise. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(1) Worker’s Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and employers’ liability insurance with minimum limits of five hundred thousand dollars ($500,000) each accident, five hundred thousand dollars ($500,000) disease-policy limit, and five hundred thousand dollars ($500,000) disease-each employee. Evidence of qualified self-insured status may be substituted for the worker’s compensation requirements of this paragraph.

(2) Commercial general liability insurance with coverage at least equal to the limitations on judgment provided by the Colorado Governmental Immunity Act (“CGIA”), C.R.S. § 24-10-114, *et seq*., as amended every four years by the Colorado Secretary of State, which for 2023 are currently $424,000 for

one person in a single occurrence or $1,191,000 for two or more persons in a single occurrence. The policy shall: be applicable to premises and operations; include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations; include coverage for explosion, collapse, and underground hazards; and contain a severability of interests provision.

(3) Comprehensive automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars ($1,000,000) each occurrence and one million dollars ($1,000,000) aggregate with respect to each of the Company's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Company has no owned automobiles, the requirements of this paragraph (3) shall be met by each employee of the Company providing services to the Town under this Agreement.

(B) The policy required by Paragraphs (D)(2) and (3) above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Company. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Company shall be solely responsible for any deductible losses under any policy required above.

(C) The certificate of insurance provided to the Town shall be completed by the Company's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town upon execution of this Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least 30 days' prior written notice has been given to the Town. The completed certificate of insurance shall be sent to the Town.

(D) Failure on the part of the Company to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Agreement after the Town has provided Company written notice of the failure, and 60 days thereafter to cure any failure to procure or maintain policies. Thereafter, if Company has failed to cure, the Town may terminate this Agreement and revoke the Franchise (subject to continuing collection of the Recovery under Section 8.4(G) above), or at its discretion, the Town may procure

or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by the Company to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to the Company from the Town.

11.3 Financial Responsibility. At the time of approval of this Agreement by the Town, and from time to time at the Town's request, but not more frequently than annually, the Company shall submit to the Town, as a confidential document (which the Town will hold as confidential subject to the Town's obligations under the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*), proof of its ability to meet its obligations under this Agreement, including its ability to indemnify the Town. This proof may take the form of insurance coverage, adequate funding of self-insurance, or the provision of a bond. The Company shall supply the Town with a list of its insurance companies with the types of coverage, but not levels of insurance. Said list shall be kept current by annual revisions as of January 1 during the Term of the Franchise. The Town may require, from time to time, and the Company agrees to provide, additional reasonable funding of the Company's indemnification obligations as a self-insured, if the Company is acting as a self-insurer.

ARTICLE 12
UNDERGROUNDING OF FACILITIES

12.1 Undergrounding of Facilities. All new Facilities involving the use of poles or above ground wires are hereby prohibited within the Town unless the Town agrees in advance to such use. All such Facilities shall be installed underground or e as the Town and the Company shall otherwise agree.

ARTICLE 13
TRANSFER OF FRANCHISE

13.1 Consent of Town Required. The Company shall not sell, re-sell, transfer, assign, or convey any rights under this Agreement, or the assets held by the Company for use under this Agreement that are in the public rights-of-way, to any third party, including any merger with such third party, nor undergo any corporate reorganization or other change that would result in any modification of the Company's obligations under this Agreement, without first obtaining written approval of the Town; provided, however, that this condition shall not be construed to restrict or prevent the issuance of bonds, debentures, or other evidence of indebtedness, or the issuance of additional stock, needed or useful for the purpose of financing the system or any portion thereof. Should the Company sell, assign, transfer, convey, or otherwise dispose of its rights or interests under this Agreement, including the Company's system or capacity on its system, or attempt to do so, without the proper approval, the Town may terminate this Agreement and revoke the Franchise. Upon revocation, all rights and interests of the Company under this Agreement shall cease. In addition, any sale, re-sale, transfer, assignment, or conveyance in violation of this Section shall be null and void and unenforceable.

ARTICLE 14
MUNICIPALIZATION

14.1 Town's Right to Purchase or Condemn.

(A) The right of the Town to construct, purchase, or condemn any public utility works or ways, and the Facilities and rights of the Company in connection therewith, as provided by the Mountain Village Home Rule Charter, Colorado Constitution, and Colorado Revised Statutes, is hereby expressly reserved, and the Company understands and agrees that such right may be exercised by the Town at any time in accordance with such regulations.

(B) In the event the Town exercises its option to purchase or condemn, the Company agrees that it will continue to maintain its Facilities and to supply any service it supplies under this Agreement, in whole or in part, at the Town's request, and at the Town's cost, for up to a 24-month period after the Town has either purchased or condemned the Company's Facilities or alternative arrangements have been made. Both parties will exercise due diligence to wind up the Company's affairs as soon as practical.

(C) The Company shall cooperate with the Town by making available such records as will enable the Town to evaluate the feasibility of acquisition of Company Facilities. The Company shall not be required to conduct studies or accrue data without reimbursement by the Town but shall complete such studies if reimbursed its costs for the same. The Company shall take no action that could inhibit the Town's ability to effectively or efficiently use the acquired Facilities.

14.2 Negotiated Purchase Price or Condemnation Award. If the Town desires to purchase Company Facilities, and if the Company desires to sell such Facilities, the parties shall negotiate in good faith to determine a mutually acceptable purchase price for up to 90 days. Said purchase price shall exclude the value of the Franchise. If an agreement is not reached, the Town and the Company reserve all rights to assert their respective positions with respect to the steps the Town would need to take to condemn Company Facilities; however, no award shall be made for the value of the Franchise.

14.3 Town-Produced Electricity. The Company understands and agrees that the Town expressly reserves the right to obtain or produce electricity for its own purposes and wholesale transactions, and the Town may exercise that such right at any time. The Company shall not curtail wholesale purchases of Town-generated electricity. The Town expressly reserves the right to engage in the production of electricity. If the Town does so, the Company agrees to negotiate in good faith for the purchase thereof in accordance with its tariffs and applicable PUC rules and regulations, but only within the limits of its then-existing contractual limitations. Alternatively, the Company agrees to transmit the Town-generated power between the generation unit and designated end point to the extent that such transmission is feasible within the then-existing system of the Company. The Company may charge for such transmission a just and reasonable rate calculated on the

basis of the Facilities actually used by it to provide this service.

14.4 Town's Right of First Offer to Purchase Real Property of Company.

(A) If at any time during the Term of the Franchise, the Company desires to sell or dispose of any of its real property located in whole or in part in the Town, the Company shall first give the Town written notice of its intent to sell or dispose of said property. Within 30 days' receipt of any such notice, the Town may submit to the Company a written offer to purchase the property. The Company shall have 10 days from receipt thereof to accept or reject the Town's offer, in writing.

(B) If the Company either receives notice from the Town that it does not desire to purchase the property, or the Company fails to receive any notice from the Town within said 30-day period, then the Company shall have the right to proceed to sell the property to any third party. If the Company received and rejected a Town offer pursuant to subsection (A) above, the Company shall have the right to sell the property to any third party at a price equal to or greater than the Town's stated offering price, or for an amount not less than 85% of such stated offering price. If such selling price is less than 85% of the Town's stated offering price, the Company shall reopen the property to the Town for such lower price in the manner described in this Section, and the Town shall have the right to offer to purchase the property as set forth in this Section.

(C) If the Company accepts the Town's offer, then the parties shall cooperate and coordinate in good faith to arrange a closing at the earliest reasonably convenient closing date, but in no event more than 90 days from receipt of the Company's written acceptance of the Town's offer. Within five business days of the Company's acceptance of the Town's offer to purchase the property, the Town shall place into escrow earnest money in the amount of 5% of the purchase price, unless otherwise agreed upon by the parties. The Company shall convey the property to the Town by general warranty deed.

14.5 Purchase or Condemnation of Street Lighting System. The provisions of this Article apply with full and equal force to the purchase or condemnation by the Town of all or a portion of the street lighting service provided by the Company, including all or a portion of any Company owned street lighting facilities, equipment, system, and plant. The Company understands and agrees that the Town may choose to so purchase or condemn such street lighting service at any time.

ARTICLE 15
BREACH AND REMEDIES

15.1 Breach.

(A) If the Company fails to perform any of the terms and conditions of this Agreement and such failure is within the Company's control, the Town may require the

Company to show cause, at a hearing before the Town Council, the reasons its rights and privileges under this Agreement should not be forfeited, or other penalties imposed as provided by this Agreement or by law. No such hearing shall be held unless the Company has first been given notice of its failure and reasonable time, not to exceed 90 days, in which to remedy the failures. If the Company does not remedy the failures, the Town Council may determine, at such a hearing, whether such failure to perform and the Company's failure to remedy the same occurred, and if so, whether such failure to perform is substantial. The Town Council may impose one or more of the following remedies or penalties for a substantial failure to perform:

(1) A civil penalty of $500 for each day or portion thereof that the failure was committed or continued. The Company understands and agrees that such liquidated damages are intended to compensate the Town for the additional efforts of the Town in administering and enforcing this Agreement, for inconvenience to Town operations and to the Residents, and loss of confidence in government and morale of the Town and its Residents when contractual obligations are not met. Such damages are uncertain in amount and difficult to measure and prove accurately. By this Agreement, the Company agrees that the liquidated damages specified herein are reasonable in amount and are not disproportionate to actual anticipated damages;

(2) Forfeiture of all rights under this Agreement including revocation of the Franchise; and/or

(3) Any other remedies available to the Town by law.

(B) The Town may take action to correct the failure, and the Company shall promptly reimburse the Town for the cost of such action.

15.2 Costs and Fees. In any action to enforce or construe the terms of this Agreement, the prevailing party shall recover for all costs related thereto, including reasonable attorneys' fees, from the non-prevailing party. Regardless of the prevailing party in any such dispute, the Company shall reimburse the Town for any costs and fees incurred by the Town in relation to the review and approval of this Agreement, including but not limited to fees for legal, engineering, and surveying services by outside consultants.

15.3 Other Legal Remedies. Nothing herein shall limit or restrict any legal rights or remedies that the Town may possess arising from any alleged violation of this Agreement.

15.4 Continued Obligations. Upon revocation of the Franchise, the Company shall continue to provide service to the Town and its Residents until the Town makes alternative arrangements for such service.

ARTICLE 16
MISCELLANEOUS

17.1 No Waiver. Neither the Town nor the Company shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions, to insist upon or to seek compliance with any such terms and conditions.

17.2 Successors and Assigns. The rights, privileges, and obligations, in whole or in part, granted and contained in this Agreement shall inure to the benefit of and be binding upon the Company, its successors and assigns, to the extent that such successors or assigns have succeeded to or been assigned the rights of the Company, subject to Section 13.1.

17.3 No Third Party Rights. Nothing contained in this Agreement shall be construed to provide rights or remedies to third parties.

17.4 Representatives. The Company and the Town shall designate the persons to whom notices shall be sent regarding any action to be taken under this Agreement. All Notice shall be in writing and forwarded by mail or hand delivery to the persons and addresses as stated below, unless changed by written notice given to the other. Until change is made, notices shall be sent as follows:

To the Town:
Town of Mountain Village
Attn: Town Manager
455 Mountain Village Blvd., Ste. A
Mountain Village, CO 81435
pwisor@mtnvillage.org

To the Company:
San Miguel Power Association, Inc.
Attn: CEO/General Manager
PO Box 817
Nucla, CO 81424

With a copy to:
Garfield & Hecht, P.C.
Attn: David McConaughy
910 Grand Ave., Ste. 201
Glenwood Springs, CO 81601
dmcconaughy@garfieldhecht.com

With a copy to:
James E. Link II, PC
PO Box 567
Ouray, CO 81427
jimlink@jimlinkpc.com

17.5 Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall enter into good faith negotiations and proceed with due diligence to draft a substitute term which will achieve the original intent of the parties.

17.6 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the matters contained herein and supersedes any and all prior written or oral negotiations, correspondence, understandings, and communications with respect to this Agreement.

17.7 Construction and Enforcement. Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree that venue for any litigation arising out of or related to this Agreement shall be in the District Court of San Miguel County, Colorado.

17.8 Other Franchises. In the event the Company becomes subject to franchise or ordinance terms of another municipality or regulations of a county significantly more advantageous to that municipality or county, the Town may enact similar provisions by ordinance.

17.9 Appropriation. Any payment obligation of the Town under this Agreement is subject to annual budgeting and appropriation. No provision of this Agreement shall be construed or interpreted: (a) to directly or indirectly obligate the Town to make any payment in any year in excess of amounts appropriated for such year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 16 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (c) as a donation or grant by the Town to or in aid of any person, company, or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

17.10 Immunity. The Town and its officers and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, or protections provided by the CGIA.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Town:
TOWN OF MOUNTAIN VILLAGE , COLORADO

By: _____
Martinique Prohaska, Mayor

ATTEST:

_____
Susan Johnston, Town Clerk

Company:
SAN MIGUEL POWER ASSOCIATION, INC.

By: _____
Name: Brad Zaporski
Title: CEO/General Manager

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

Subscribed, sworn to, and acknowledged before me by Brad Zaporski, as CEO/General Manager of San Miguel Power Association, Inc. on this ___ day of _____, 2023.

Witness my hand and seal.

My commission expires:

_____
Notary Public

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 369-8250

Agenda Item No. 10

TO: Town Council

FROM: Amy Ward

FOR: Meeting of August 17, 2023

DATE: August 10, 2023

RE: Consideration of an Ordinance and Setting of a Public Hearing regarding a Community Development Code Amendment at CDC Section 17.4.8.E.1 Renewals

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BACKGROUND
Staff is bringing a CDC amendment before the Town Council for legislative consideration.

ATTACHMENT
- Proposed Ordinance

Renewals
Currently, the CDC allows for (1) six month extension of a development application that has not yet lapsed. The previous few years have been a challenging time for the Planning and Building Department. The COVID crisis disrupted our building cycles in numerous ways. Supply chain issues, increased interest in and development in the region, staffing challenges and a deficit of needed contractors as well as an extended cold spring in 2023 have all extended timelines for existing building projects and made it more difficult for approved but unbuilt development applications to proceed in a timely manner. Staff is requesting an amendment to the CDC to allow for (2) six month extensions of an approved development application. Staff feels that this timeframe allows for some more flexibility for developers in the case of logistical difficulties while still encouraging approved designs to be built in a timeframe that is not overly extended from the date of original approval. The idea of (1) twelve month extension in lieu of (2) six month extensions was considered and rejected by staff. The nature of humans seems to be that given a deadline we often wait until it is approaching to take action. Staff feels that a six month extension expresses to applicants the urgency of moving forward, while the second extension provides a “relief valve” if difficulties arise.

The recommended edits to the CDC are contained within the attached Ordinance

PROPOSED MOTION
“I move to approve the proposed Ordinance Amending Chapter 17.4 of the Mountain Village Municipal Code Concerning Extensions of Land Use Approvals as proposed in the staff memo of

record dated, August 10, 2023.”

/aw

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO AMENDING CHAPTER 17.4 OF THE MOUNTAIN VILLAGE MUNICIPAL CODE CONCERNING EXTENSIONS OF LAND USE APPROVALS

WHEREAS, the Town of Mountain Village ("Town") is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution and the Town of Mountain Village Home Rule Charter of 1995, as amended ("Charter"); and

WHEREAS, Section 17.4.8 of the Community Development Code, Title 17 of the Mountain Village Municipal Code ("CDC") addresses renewals of approved development applications, and Section 17.4.8(E) provides that only one (1) renewal of six (6) months shall be authorized, and if that period expires without meeting the required milestones to maintain the approval then the applicant must submit a new development application; and

WHEREAS, due to the global pandemic associated with COVID-19 and the related economic impacts, construction and development within the Town was stalled after March 2020, any many approved projects were not commenced within the time periods required under the applicable development approvals; and

WHEREAS, development and development applications have increased significantly since 2022, and the Town Community Development Department and its Design Review Board have received a large number of pending applications, which has slowed the time required to process development applications; and

WHEREAS, by prohibiting more than one 6-month extension, Section 17.4.8(E) has resulted, and may result in the future, in additional applications being filed simply because renewals cannot be granted, including applications that may be substantially identical to already-approved applications; and

WHEREAS, the Design Review Board Reviewed the proposed temporary change to the CDC on August 3, 2023 and voted unanimously to recommend approval; and

WHEREAS, the Town Council finds and determines that the public interest would be served by not burdening Town staff, the DRB, and land use applicants with additional application requirements simply to extend deadlines for already-approved projects.

NOW, THEREFORE, be it ordained by the Town Council of the Town of Mountain Village:

A. The foregoing recitals are incorporated as findings of the Town Council.

B. CDC Section 17.4.8(E) is hereby amended as follows (deletions are shown as ~~strikeout text~~ and additions are shown as <u>CAPITALIZED AND UNDERLINED</u>):

1. Number of Renewals. Only ~~one (1)~~, <u>TWO (2)</u> six (6) month renewals shall be permitted. Upon expiration of the <u>LAST APPROVED</u> renewal, the applicant must submit a new development application and follow the required development review process as provided for by this CDC.

C. This Ordinance shall expire, and the CDC shall revert to its current wording, on January 1, 2025, unless Council passes a Resolution extending the effective date of this Ordinance or waiving the expiration date on or before January 1, 2025.

INTRODUCED, READ, AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 17th day of August, 2023.

TOWN OF MOUNTAIN VILLAGE:

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

By: _____
Martinique Prohaska, Mayor

ATTEST:

_____
Susan Johnston, Town Clerk

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this ___ day of _____, 2023.

TOWN OF MOUNTAIN VILLAGE:

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

By: _____
Martinique Prohaska, Mayor

ATTEST:

_____
Susan Johnston, Town Clerk

Approved as to Form:

_____
David McConaughy, Town Attorney

I, Susan Johnston, 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. 2023-__ ("Ordinance") is a true, correct, and complete copy thereof.

2. The Ordinance was introduced, read by title, approved on first reading 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 _____, 2023, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain

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 _____, 2023 in accordance with Section 5.2(d) 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 _____, 2023. 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

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 ___ day of _____, 2023.

_____
Susan Johnston, Town Clerk
(SEAL)

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

Agenda Item #11

TO: Mountain Village Town Council

FROM: Amy Ward, Community Development Director

FOR: August 17, 2023

DATE: August 9, 2023

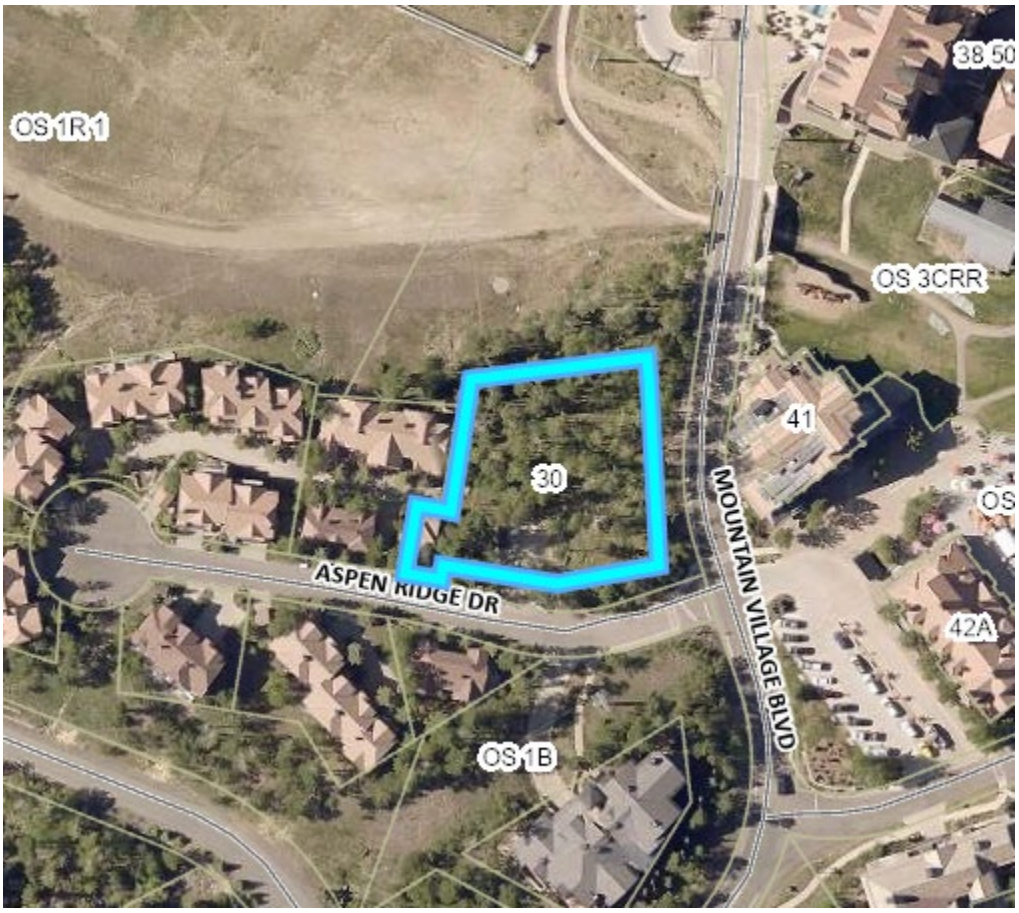
RE: First reading of an Ordinance and setting of a Public Hearing regarding a Vested Property Rights Extension for Lot 30, TBD Aspen Ridge Drive

PROJECT GEOGRAPHY

Legal Description: LOT 30,
TOWN OF MOUNTAIN VILLAGE,
ACCORDING TO THE PLAT OF AMENDMENT,
TO THE FINAL PLAT OF LOTS 11 AND 30,
TOWN OF MOUNTAIN VILLAGE, FILING 1,
RECORDED OCTOBER 16, 1996 IN PLAT BOOK 1 AT PAGE **2139**,
COUNTY OF SAN MIGUEL, STATE OF COLORADO.

Address: TBD Aspen Ridge Dr.
Applicant/Agent: Chris Chaffin, Jim Mahoney
Owner: MV Lot 30 LLC
Zoning: Multi Family
Existing Use: (1) Deed restricted employee apartment, temporary surface parking
Proposed Use: Condominiums and Employee Condominiums

(This area intentionally left blank)



Adjacent Land Uses:

- **North:** Full Use Ski Resort Active Open Space
- **South:** Multi Family and Full Use Ski Resort Active Open Space
- **East:** Multi Family
- **West:** Multi Family

ATTACHMENTS

Exhibit A: Applicant Narrative
Exhibit B: Proposed Ordinance

Full Application (including approved plan set) can be found at the following link

Current entitlements

Lot 30 was approved in October of 2021 for a development inclusive of 16 condominium units and a total of 4 employee condominium units. In January of 2022, staff approved a minor revision to the original DRB approval, that retained the original expiration date. The approval was valid for 18 months and the applicant requested, and was granted a one-time six month extension to expire on October 7, 2023. The applicant has submitted an application for a Vested Property Rights Extension for this property.

The original approval was approved under different ownership. The property has since changed hands and the new owner is requesting a three year extension to the approvals to better prepare for building permit submittal. They also cite difficult lending conditions as a deterrent to being able to immediately construct.

VESTED PROPERTY RIGHTS

A vested property rights extension allows for a developer to extend their existing approvals through a Class 4 development application process for a period longer than the initial 18 month period. Town Council can elect to approve an extended s vested period, that is specific to their site specific development plan (approved design drawings) typically for an additional three year period. This is the most logical way a developer can request additional time in order to construct their project because more time is needed and not lose their entitlements.

Please note staff comments are in blue below.

17.4.17 of the CDC sites the following criteria for decision 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;
The applicant states that "the existing financial and financing markets over the past year and uncertainty into the future as well as the tight trade and labor markets may make construction and construction financing difficult for the near term, warranting a three-year vested rights in the above noted approvals." It is staff's understanding that the applicant intends to construct, and would also accept a one year vesting period.
b. The site-specific development plan is consistent with public health, safety and welfare;
The design review went through a lengthy process prior to approval, and staff feels the final approval represents site specific development that meets this criteria.
c. The site-specific development plan provides for the construction and financing of improvements and facilities needed to support the proposed development;
The design review went through a lengthy process prior to approval, and staff feels the final approval represents site specific development that meets this criteria. Additionally the applicant states, "The construction plans are near building permit plan set ready and provide for the construction of the project. The Owner is confident that with its financing relationships if granted the three-year vested rights financing of the construction will be feasible."
d. The site-specific development plan meets the criteria for decision for concurrent, required development application(s); and
Staff finds this condition met
e. The proposed vested property right meets all applicable Town regulations and standards.
Staff finds this condition met

Design Review Board Recommendation: The Design Review Board reviewed the application to extend the Vested Property Rights for Lot 30, TBD Aspen Ridge Drive at the August 3, 2023 Design Review Board meeting and voted unanimously to recommend to Town Council approval of a Vested Property Rights Extension for Lot 30, TBD Aspen Ridge Drive for a period of 3 years.

Staff Recommendation: Criteria A seems to be the most pertinent to the discussion, if Town Council finds that relevant circumstances such as size and phasing of development, economic cycles and market conditions pose a challenge currently, than a vested property right extension seems reasonable. Town Council should also discuss the length of vesting, whether they would approve the three year period requested by the applicant or something shorter than that.

Staff recommends that Town Council approves this application and if Town Council moves to approve suggests the following motion:

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

Proposed Motion:
I move to approve, the first reading of an Ordinance regarding the extension of a vested property right at Lot 30, TBD Aspen Ridge Drive, from October 7, 2023, to _____ pursuant to CDC Section 17.4.17 based on the evidence provided within the Staff Report of record dated August 9, 2023, and to ask the Town Clerk to set a public hearing for August 17, 2023.

With the following findings:

1) *The proposal to extend the Lot 30 vested property rights meets all of the Criteria for Decision listed in 17.4.17(D)(1).*

And, with the following conditions:

1) *Prior to the recordation of the Ordinance approving the Extended Vested Property Rights and site-specific development plan, the Owner shall revise all documents to include the following statement: " Approval of this site-specific development plan may create a vested property right pursuant to C.R.S. § 24-68-101 et seq. and subject to the Town of Mountain Village's Community Development Code."*

2) *The Town shall publish a notice in the newspaper of record within 14 days of approval a notice describing that a vested property right has been created/extended consistent with CDC Section 17.4.17(E)(4)*

3) *All previous conditions of approval from the original 2021 Design Review approval remain applicable for any future development.*

This motion is based on the evidence and testimony provided at a public hearing held on July 17, 2023, with notice of such hearing as required by the Community Development Code.

/aw

EXHIBIT A

James Mahoney P.C.

www.telluriderlaw.com

James Mahoney, Esq.

LOT 30 VESTED PROPERTY RIGHTS APPLICATION NARRATIVE

To: Chris Chaffin

From: James Mahoney

Date: April 26, 2023

Re: Lot 30 Vested Property Rights Application Narrative

On behalf of the owner of Lot 30, MV Lot 30, LLC, we have submitted an application to secure vested property rights for the current site-specific development approval Lot 30 which consist of the following:

1. The Design Review Board (DRB) approved the Final Architectural Review on October 7, 2021 allowing for the construction of a new multi-family building consisting of 16 Condominium Units, and one Employee Condominium Unit as well as the conversion of the commercial space in the existing building on Lot 30 to two employee housing units (these are in addition to the one employee condominium unit already in the existing building). [16 Condominium Units + 4 Employee Condominium Units total]
2. Alternative Parking Plan Specific Approval for 1.2 spaces per unit.
3. Ordinance No. 2021-13 Approving a Density Transfer and Rezone at Lot 30 Increasing Density to 16 Condo Units and 4 Employee Condo Units. While this Ordinance was recorded on March 14, 2022 at reception number 475634 and is not subject to expiring due to the recording, this is a key piece to the site specific development plan for Lot 30 in that the Final Architectural Review occurred simultaneously with this rezoning ordinance.
4. January 20, 2022, Class 1 Minor Revision Approval to Final Architectural Review.
5. Class 1 Renewal Application for extension of Final Architectural Review for an additional six months to October 7, 2023, granted by the Town on February 13, 2023.
6. February 25, 2022, Approval of Surface Parking on Lot 30 to serve the existing building until Lot 30 is fully developed.
7. Development Agreement with the Town regarding parking on Lot 30 not being sold or otherwise conveyed and remaining as common elements to Lot 30 (final agreement is pending with the Town and is a condition of approval for the Alternative Parking Plan Specific Approval and Final Architectural Review Approval and will be submitted when completed).
8. Development Agreement with the Town regarding the requirement that the existing commercial space be converted to the two outstanding employee housing units within 5 years of the issuance of a Certificate of Occupancy for the development at Lot 30 (final agreement is pending with the Town and is a condition of approval for Ordinance No. 2021-13 and will be submitted when completed).

PO Box 1902
Telluride, Colorado 81435

970.708.5070
jmahoney@telluriderlaw.com

James Mahoney P.C.
www.telluriderlaw.com
James Mahoney, Esq.

Pursuant to the Community Development Code ("**CDC**") in order for the Town to approve a vested property rights application the Town must consider the following criteria:

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:
    i. Applicant: The development is of a significant size and is phased in that there is an existing building with one employee housing unit and one commercial unit and an approved new building that will consist of 16 condo units and one employee condo unit. Ordinance 2021-13 clearly contemplates the development pursuant to the Final Architecture Review Approval in that it references and requires a development agreement to guarantee the conversion of the existing commercial space to two employee condo units. Further, the existing financial and financing markets over the past year and uncertainty into the future as well as the tight trade and labor markets may make construction and construction financing difficult for the near term, warranting a three-year vested rights in the above noted approvals.
b. The site-specific development plan is consistent with public health, safety, and welfare:
    i. Applicant: Extension of the current approvals would not negatively impact public health, safety or welfare as they were discussed and approved with the same considerations and standards. No changes have altered this analysis.
c. The site-specific development plan provides for the construction and financing of improvements and facilities needed to support the proposed development:
    i. Applicant: The construction plans are near building permit plan set ready and provide for the construction of the project. The Owner is confident that with its financing relationships if granted the three-year vested rights financing of the construction will be feasible.
d. The site-specific development plan meets the criteria for decision for a concurrent, required development application(s):
    i. Applicant: There are no concurrent development applications as the site-specific development plans outlined above are already currently approved.
e. The proposed vested property rights meets all applicable Town regulations and standards:
    i. Applicant: At the time of their approvals the site-specific development plans outlined above were approved as meeting all applicable Town regulations and standards as does this application.

The CDC also requires two general standards regarding document notation and duration of vested rights consideration. First the CDC states that each document that comprises a site-specific development plan shall contain the following language:

PO Box 1902
Telluride, Colorado 81435
970.708.5070
jmahoney@telluriderlaw.com

James Mahoney P.C.
www.telluriderlaw.com
James Mahoney, Esq.

Approval of this site-specific development plan may create a vested property right pursuant to C.R.S. § 24-68-101 et seq. and subject to the Town of Mountain Village's Community Development Code.

The Applicant and Owner request that upon approval of this application the resulting ordinance would have the above required language and that the applicant shall add to all approval letters and plans that consist of the site-specific development plan the above required notation as is consistent with prior vested rights approvals of a similar nature. As for duration, the typical vesting period is three years; however, the applicant would be willing to accept a reduced vesting period of one year from October 7, 2023 but in no case would consideration need to be given to vesting beyond three years.

As you can see the above listed documents which constitute the site-specific development plan for lot 30 taken as a whole describe with great certainty the type and intensity of use for Lot 30. They are coordinated to all work together and the applicant believes it would not only be in the applicants interest to get vested property rights for this project, but it would be in the Town's and communities best interest as there exists an approved coordinated plan that is acceptable to the community, meet all standards of approval, was not controversial and would not require the town staff, boards and Council to process and review an entire new application should the approvals expire. For these reasons the Applicant and Owner request that the Town grant the three-year vested rights requested herein.

Included Documents:

i. 1996 Lot 30 and 11 Replat Rec#308008
ii. 2021 Lot 30 Density Transfer and Rezone Ordinance (No. 2021-13) Rec # 475634
iii. Notice of Action FAR and Density Transfer Notice of Action (includes parking specific approval)
iv. DRB Approval Extension 2.13.23 (with full approved plans).
v. O1.20.22 NOA Class 1 Minor Revision Lot 30 98 Aspen Ridge (with full approved plans)
vi. BLDG98 Floor Plan Options (satisfying condition of approval with related emails)
vii. Surface Parking Notice of Action by Town
viii. ISP Lot 30

PO Box 1902
Telluride, Colorado 81435
970.708.5070
jmahoney@telluriderlaw.com

EXHIBIT B

ORDINANCE NO. 2023-___

ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING A VESTED PROPERTY RIGHTS EXTENSION FOR LOT 30, TDB ASPEN RIDGE DRIVE

RECITALS

A. The Town of Mountain Village (the "**Town**") is a legally created, established, organized and existing Colorado municipal corporation under the provisions of Article XX of the Constitution of the State of Colorado (the "**Constitution**") and the Home Rule Charter of the Town (the "**Charter**"); and,

B. Pursuant to the Constitution, the Charter, the Colorado Revised Statutes and the common law, the Town has the authority to regulate the use and development of land and to adopt ordinances and regulations in furtherance thereof; and,

C. MV Lot 30 LLC ("the **Applicant**") is the owner of record of real property described as Lot 30, Town of Mountain Village as further described on the plat recorded on December 2. 1991 in Plat Book 1 at Page 1208 at Reception Number 274123 (the "**Property**"); and,

D. The Design Review Board approved an application in October 2021 for a development consisting of a total of Sixteen (16) Condominium Units and two (4) Employee Condominiums; and,

E. Town Staff acting as DRB approved an extension to the application on February 13, 2023 allowing for renewal of existing class 3 DRB final approval for a period of six (6) months expiring on October 7, 2023; and,

F. The Applicant submitted a Vested Property Right Extension development application on April 28, 2023 seeking a further extension of the Vested Property Right to October 7, 2026 (the "**Vested Property Rights Extension Application**"); and,

G. The Vested Property Rights Extension Application has been processed and evaluated pursuant to the Town of Mountain Village Community Development Code (the "**CDC**"); and,

H. The Design Review Board conducted a public hearing on the Vested Property Rights Extension Application in accordance with the CDC on August 3, 2023 and with public notice of such application as required by the public hearing noticing requirements of the CDC. The DRB considered the Applications, testimony, and public comment and recommended to the Town Council that the Vested Property Rights Extension Application be approved with conditions pursuant to the requirement of the CDC; and,

I. At its regularly scheduled meeting held on August 17, 2023 the Town Council conducted a first reading of an ordinance and set a public hearing, pursuant to the Town Charter.

J. The meeting held on August 17, 2023 was duly publicly noticed as required by the CDC Public Hearing Noticing requirements, including but not limited to notification of all property owners within 400 feet of the Property, posting of a sign and posting on the respective agendas.

K. The Town Council finds the proposed Vested Property Rights Extension Application meets the Vested Property Rights criteria for decision contained in CDC Section 17.4.17 as follows:

1. 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.
2. The site-specific development plan is consistent with public health, safety, and welfare.
3. The site-specific development plan provides for the construction and financing of improvements and facilities needed to support the proposed development.
4. The site-specific development plan meets the criteria for decision for a concurrent, required development application(s);
5. The proposed vested property right meets all applicable Town regulations and standards.

NOW, THEREFORE, BE IT ORDAINED THAT THE TOWN COUNCIL HEREBY APPROVES THE APPLICATION SUBJECT TO THE FOLLOWING CONDITIONS.

1. The Town shall publish a notice in the newspaper of record within 14 days of approval a notice describing that a vested property right has been created extended consistent with CDC Section 17.4.17 (E)(4).
2. All previous conditions of approval from the original 2021 Design Review approval remain applicable for any future development.

Section 1. Vested Property Right Extension

A. The Vested Property Right is hereby extended for a period of three (3) additional years until October 7, 2026.

Section 2. Ordinance Effect

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 September 21, 2023 following public hearing and approval by Council on second reading.

Section 5. Public Hearing

A public hearing on this Ordinance was held on the 17th day of August 2023 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 17th day of August 2023.

TOWN OF MOUNTAIN VILLAGE

TOWN OF MOUNTAIN VILLAGE,

COLORADO, A HOME-RULE MUNICIPALITY

By: _____
Martinique Davis Prohaska, Mayor

ATTEST:

_____
Susan Johnston, Town Clerk

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this 21st day of September 2023

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

By: _____
Martinique Davis Prohaska, Mayor

ATTEST:

_____
Susan Johnston, Town Clerk

Approved as To Form:

_____
David McConaughy, Town Attorney

I, Susan Johnston, 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._____ (“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 _____, 2023, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	**“Yes”**	**“No”**	**Absent**	**Abstain**
Martinique Davis Prohaska, Mayor				
Scott Pearson, Mayor Pro-Tem				
Tucker Magid				

Peter Duprey				
Patrick Berry				
Harvey Mogenson				
Jack Gilbride				

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 _____, 2023 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 _____, 2023. 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**
Martinique Davis Prohaska, Mayor				
Scott Pearson, Mayor Pro-Tem				
Tucker Magid				
Peter Duprey				
Patrick Berry				
Harvey Mogenson				
Jack Gilbride				

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 _____ day of _____, 2023.

_____
Susan Johnston, Town Clerk

(SEAL)

AGENDA ITEM 12
PLANNING & DEVELOPMENT SERVICE
PLANNING DIVISON
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

TO: Mountain Village Town Council

FROM: Amy Ward, Community Development Director

FOR: Regular Town Council Meeting; August 17, 2023

DATE: August 11, 2023

RE: Consideration of a Resolution regarding a Variance request to allow for an ADU on a lot of less than .75 acres for Lot 360, 122 Rocky Road

---

APPLICATION OVERVIEW: New Single-Family Home on Lot 360

PROJECT GEOGRAPHY
Legal Description: LOT 360 TELLURIDE MOUNTAIN VILLAGE FILING 26 ACC TO PLAT BK 1 PG 1229 AND 1230.CONT 0.690 ACRES KNA TOWN OF MOUNTAIN VILLAGE PLAT BK 1 PG 1918
Address: 122 Rocky Road
Applicant/Agent: Narcis Tudor, Narcis Tudor Architects
Owner: Jena Karcazes
Zoning: Single-Family
Existing Use: Vacant
Proposed Use: Single-Family
Lot Size: .69 acres
Adjacent Land Uses:

- **North**: Single-family
- **South:** Vacant
- **East:** Single-Family
- **West:** Single-Family

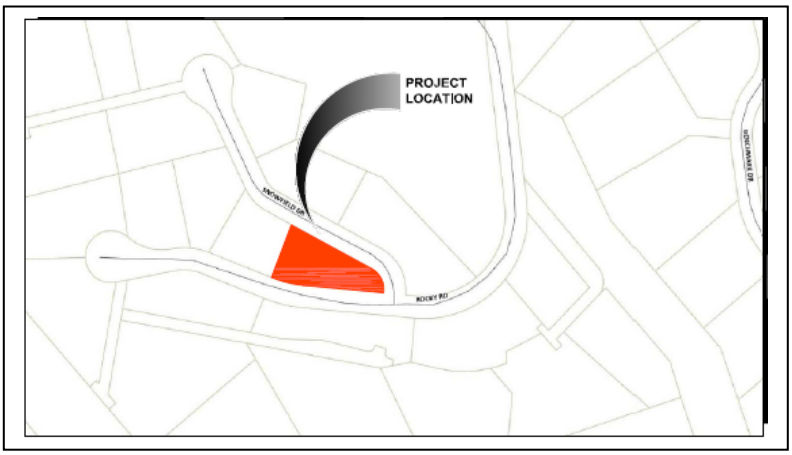


Figure 1: Vicinity Map

ATTACHMENTS
Full Architectural Plan set can be found here.
There were no public comments received prior to this written memo

Case Summary:

Narcis Tudor of Narcis Tudor Architects (Applicant), on the behalf of Jena Karcazes is requesting Design Review Board (DRB) approval of for a new single-family residence located at Lot 360, 112 Rocky Road. The applicant also has an additional concurrent application for a Variance to allow for a detached ADU on a lot of less than .75 acres.

The lot is 30,056 square feet (.69 acres) and is zoned Single Family. The proposal includes a single-family development with an approximate 6,923 livable square feet, with a 988 square foot garage. The structure is a two-story home. The proposed detached ADU is 445 square feet.

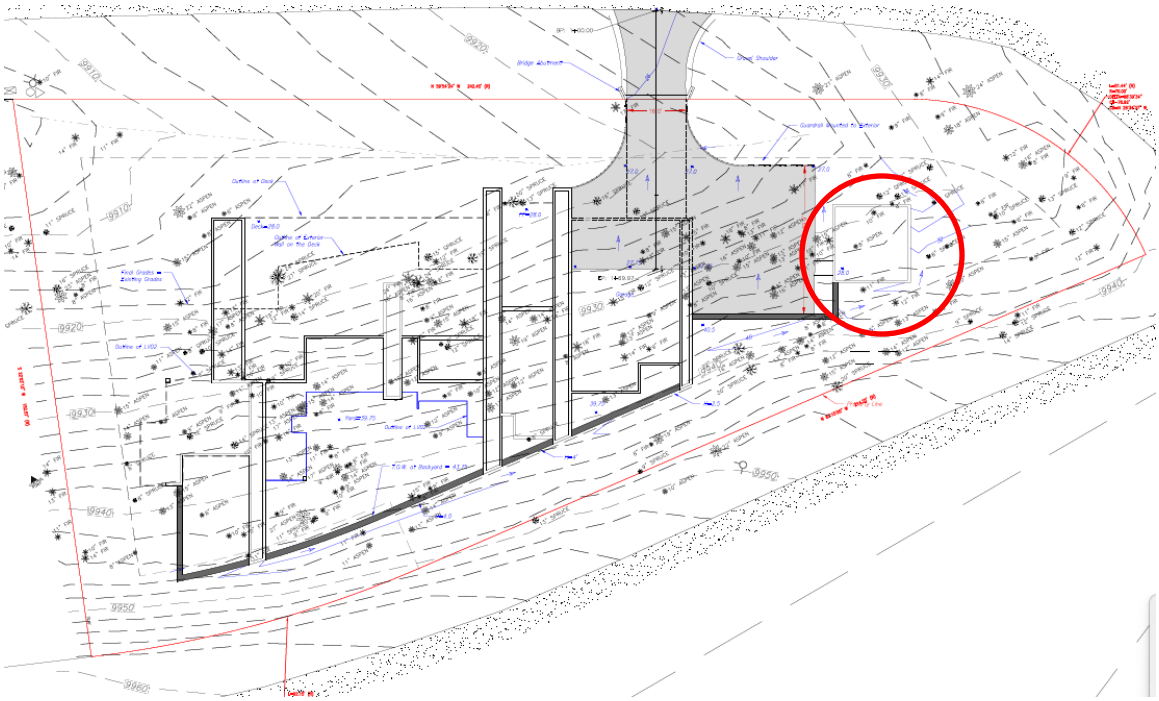
The ADU as proposed:

CARETAKER COTTAGE - NW VIEW
NTS

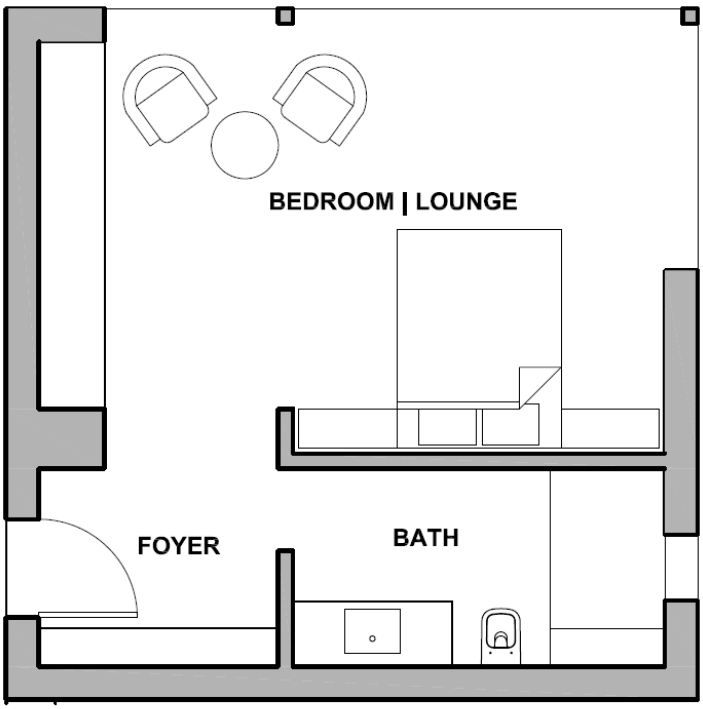
CARETAKER COTTAGE - NE VIEW
NTS

Here's a better overall view of the ADU as it relates to the main home (ADU circled in red):

Site Plan (ADU circled in red):



And the Floorplan:



CARETAKER COTTAGE - FLOOR PLAN
NTS

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

Variance discussion
Detached ADU on a lot less than 0.75 acres.
These criteria shall be met for the review authority to approve a variance for a detached ADU on a lot less than 0.75 acres:

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;

Staff: The proposed ADU is separated from the primary structure by exterior parking, sharing a retaining wall. The application materials provided by the applicant do not demonstrate the rationale for the ADU being a separate structure. There are other places within lot that could presumably accommodate the size of the structure, such as adjacent to the eastern or northern walls of the primary structure. At this time, it is assumed the detachment is due to preference.

b. The variance can be granted without substantial detriment to the public health, safety and welfare;

Staff: The detached nature of the structure does not pose a threat to public health, safety, or welfare.

c. The variance can be granted without substantial impairment of the intent of the CDC;

Staff: The CDC requires ADUs to be attached to the primary structure to minimize the development footprint and visual impact of the structure. The site plan presents a contiguous development footprint between the ADU, driveway, and primary structure, which is unlikely to be minimized if the ADU were to be attached to the structure. Due to the relatively small size of the ADU and lower height, staff does not believe the separation between the primary structure and ADU causes visual impact beyond what would occur if the structure were attached.

Staff does not believe the granting of this variance represents a "substantial impairment of the intent of the CDC" as the proposed structure adheres to a majority of the design regulations if the CDC, as outlined throughout this memo.

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: Because the rationale behind the separation of the primary structure and ADU appears to be out of preference, the Council should discuss whether granting the variance constitutes special privilege in excess of that enjoyed by other property owners.

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: It is assumed that the site plan could be adjusted to accommodate a single-family home and attached ADU, which is the reasonable use of the property under the CDC. The DRB should discuss whether they believe the current proposal, a detached ADU,

falls within the definition of reasonable use and whether a variance 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.

DRB Recommendation:
The Design Review Board voted unanimously to recommend approval of the Variance at the August 3, 2023 regular DRB meeting.

Proposed motions:

If Council chooses to **approve** the ADU variance**,** then staff suggests the following motion:

I move to approve the Resolution that allows for a detached ADU on a Lot of less than .75 acres for the project located on Lot 360, 112 Rocky Road based on the evidence provided in the staff memo of record dated July 24, 2023 and the findings of this meeting.

If DRB choses to **deny** the ADU variance, then staff suggests the following motion:

I move to deny the Resolution that allows for a detached ADU on a Lot of less than .75 acres for the project located on Lot 360, 112 Rocky Road based on the evidence provided in the staff memo of record dated July 24, 2023 and the findings of this meeting, and direct staff to return on September 21, 2023 with a Resolution for Denial.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING A VARIANCE OF THE MOUNTAIN VILLAGE MUNICIPAL CODE TO ALLOW A DETACHED ACCESSORY DWELLING UNIT ON LOT 360

RESOLUTION NO. 2023-_____

WHEREAS, Jena O Karcazes Revocable Trust (the "Owner") is the owner of certain real property described as Lot 360, Mountain Village, Colorado, Assessor Parcel No. 477909126360, and commonly known as 112 Rocky Rd. (the "Property"); and

WHEREAS, Narcis Tudor of Narcis Tudor Architects, LLC (the "Applicant"), with the Owner's consent, has submitted a request to the Town of Mountain Village (the "Town") for a variance to allow for a detached Accessory Dwelling Unit on a parcel of less than .75 acres (the "Variance Request") found in the Town's Community Development Code ("CDC") for the purpose of developing a single-family home with a detached Accessory Dwelling Unit on the Property; and

WHEREAS, the Variance Request consists of the materials submitted to the Town, plus all statements, representations, and additional documents of the Applicant and its representatives made or submitted at the public hearings before the DRB and Town Council; and

WHEREAS, the DRB held a public hearing on August 3, 2023, to consider the Variance Request and testimony and comments from the Applicant, Town Staff, and members of the public, and voted 7-0 to issue a recommendation of approval to Town Council of the Variance Request; and

WHEREAS, the Town Council held a public hearing on August 17, 2023 to consider the Variance Request, the DRB's recommendations, and testimony and comments from the Applicant, Town Staff, and members of the public, and voted unanimously to approve this Resolution ("Variance Approval"); and

WHEREAS, the public hearings and meetings to consider the Variance Request were duly noticed and held in accordance with the CDC; and

WHEREAS, the Town Council has considered the criteria set forth in Section 17.4.16 of the CDC and finds that each of the following have been satisfied or will be satisfied upon compliance with the conditions of this Resolution set forth below:

1. 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;

2. The variance can be granted without substantial detriment to the public health, safety and welfare;

3. The variance can be granted without substantial impairment of the intent of the CDC;

4. 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;

5. 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;

6. 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;

7. The variance is not solely based on economic hardship alone; and

8. The proposed variance meets all applicable Town regulations and standards unless a variance is sought for such regulations or standards.

WHEREAS, the Town Council now desires to approve the Variance Request, subject to the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Mountain Village, Colorado, that:

Section 1. Recitals. The above recitals are hereby incorporated as findings of the Town Council in support of the enactment of this Resolution.

Section 2. Approval. The Town Council hereby approves a variance to allow for a detached Accessory Dwelling Unit on a Lot of less than .75 acres as outlined in the CDC to be constructed on the Property, as described in the Variance Request.

Section 3. Conditions. The Variance Approval is subject to the following terms and conditions:

3.1. *The approved detached accessory dwelling unit is valid only with the design presented for Initial DRB review on August 3,2023 and is valid only for the 18 month period of that design approval. One 6-month extension of the original design review approval is allowable.*

Section 4. Effective Date. This Resolution shall be in full force and effect upon its passage and adoption.

ADOPTED AND APPROVED by the Town of Mountain Village Town Council at a regular public meeting held on June 15, 2023.

TOWN OF MOUNTAIN VILLAGE, COLORADO

By:_____
Martinique Prohaska, Mayor

ATTEST:

Susan Johnston, Town Clerk

APPROVED AS TO FORM:

_____
David McConaughy, Town Attorney

Summary of Proposed Ordinance

A Proposed Ordinance to Amend the Community Development Code by Adding a New Section 17.3.23 Providing Standards and Requirements to Grant Variances from the Maximum Building Height In the Village Center Zone Set Forth in Section 17.3.12.

PREAMBLE to INITIATIVE-PETITION

WHEREAS the Town of Mountain Village ("Town") is organized and existing under Article XX of the Home Rule Cities and Towns provisions of the Colorado Constitution and governed by the Town Charter and the Town's Municipal Code ("Code");

WHEREAS existing Code Section 17.3.12, Table 3-3, set a maximum building height of sixty (60) feet and average building height of forty-five (45) feet for the Village Center Zone District ("Village Center") to protect majestic views of mountain vistas, rather than allowing the Village Center to become another mountain community taken over by high-rise buildings and losing the Town's identity as a world class mountain resort;

WHEREAS on multiple occasions, prior Town Councils have approved buildings in the Village Center which exceed the Code height limits, with each such approval being relied on to support another, often greater height, for a following building, regardless of opposition from neighboring property owners and the resulting negative impact on views;

WHEREAS existing Code Section 17.3.12 does purport to limit building heights, in practice, that Code section is inadequate to prevent multiple approvals of Village Center buildings that exceed the current Code height limits;

WHEREAS initiative-proposed Code Section 17.3.23 seeks to restore meaning to existing Code Section 17.3.12 by specifying conditions before additional waivers will be granted to allows buildings in the Village Center which exceed the existing Code Section 17.3.12 height limits;

WHEREAS the initiative-proposed Code Section 17.3.23 does not prevent quality projects from being constructed in the Village Center even though the building may exceed Village Center height limits, provided the neighboring property owners are consulted and have a voice on whether the proposed building height should remain subject to the current Code Section 17.3.12 to preserve majestic mountain views;

AND WHEREAS initiative-proposed Code Section 17.3.23 arose after years of non-enforcement of existing Code Section 17.3.12 building height limits, with the proposed petition-initiated Code section seeking to restore balance between the Town characteristics and views that brought residents and visitors to the Town, while providing for variances which will require consideration rights of adjacent property owners who purchased their property with the reasonable expectation that Code Section 17.3.12 would be enforced in accord with its height limits.

Therefore, should the following citizens' INITIATIVE-PETITION ORDINANCE be adopted to affirm current Village Center building height limits and to set express conditions for obtaining a variance from the Code established height limits?

YES or NO ?

Proposed Initiative-Petition

Be it ordained by an initiative-petition that the following Ordinance, Code Section 17.3.23, be enacted.

Section 17.3.23. A. Notwithstanding Code Section 17.3.12, Town Council, in its discretion, may approve by variance building(s) in the Village Center Zone District ("Village Center") that have a maximum height up to sixty-six (66) feet and/or a maximum average height up to fifty (50) feet.

B. Notwithstanding Code Section 17.3.12, Town Council, in its discretion, may approve, by variance(s), building(s) in the Village Center which have maximum height(s) or average building height(s) equal to or less than the maximum height(s) and average height(s) of existing building(s) located on the property that are to be reconstructed or remodeled provided:

1. A Town approved, Colorado licensed architect, shall measure the proposed maximum and average heights of the new or remodeled building(s) and the maximum and average heights of the existing buildings that are to be remodeled or reconstructed and certified such heights to the Town; and

2. The same architect shall provide the Town with a notarized statement certifying to the Town that the maximum height and average height of the proposed new or remodeled buildings will be equal to or less than the maximum height and average height of the existing building(s) on the property.

C. Town Council, in its discretion, may approve by variance(s) building(s) in the Village Center which exceed the maximum and/or average heights established by Section 17.3.12 only upon compliance with the following conditions.

1. Applicant must submit a written statement explaining why the requested height is necessary, making specific reference to the surrounding topography, adjacent buildings, and other factors which applicant believes make the property appropriate for building(s) with higher maximum height or higher average height than allowed by Code Section 17.3.12.

2. Applicant must submit signed and notarized statements of support for the proposed maximum height and average height from each neighboring owner of real property which is adjacent to the proposed development property.

a. "Adjacent to" shall be understood as including all separate, real property tax parcels which share a common boundary with or otherwise touch part of the proposed development property.

b. Open space, public roads, rights of way, easements, other property owned by the applicant and Town-owned property, which properties are located (in whole or in part) between the property proposed for development and third-party neighboring property, shall not be considered nor prevent the applicant and a third-party neighboring property from being deemed 'adjacent to' the proposed development property for purposes of this Section 17.3.23(C)(2).

.3. Applicant must submit signed and notarized statements of support for the proposed maximum and average building heights from at least sixty percent (60%) of all owners of record of real properties located within four hundred (400) feet of a boundary of the proposed development property.

a. Owners of individual condominiums shall be considered distinct and separate property owners and neither the condominium association nor owner of any common interest property shall vote or be considered for purposes of this Subsection 3.

[continued to next page]

b. The failure of any owner or part owner of a property to vote for or against the proposed development within thirty (30) days from delivery of a certified letter advising him of his right to vote (and including a copy of this Code Section 17.3.23) shall result in the non-voter's property not being considered in calculation the "sixty percent (60%)" approval required in this Subsection 3.

(4) Applicant shall obtain the names and addresses of owners of record of real property which is adjacent to or within four hundred (400) feet of a boundary of the proposed development property from the office of the San Miguel County Assessor.

D. After an approximately two (2) year process, the 2011 Town of Mountain Village Comprehensive Plan was updated, amended, and approved by Town Council in December 2022. The current Comp Plan now better reflects current community values than the prior comp plan.

1. To respect community values expressed in the 2011 Comp Plan (which was reviewed for two (2) years and re-affirmed with minor amendments in 2022) all pre-2011 Comp Plan applications for approval of PUD, SPUD or other buildings or projects in the Village Center for which no building permit has been acquired as of the effective date of Code Section 17.3.23, shall be required to file a new application and be governed by Code Section 17.3.23 and the current Comp Plan.

a. Pre- 2011applications, even if favorably reviewed by the Planning Department, approved by the DRB, approved by Town Council, approved by Town Ordinance and extended by Town Councils shall be and hereby are declared expired and null and void as of June 1, 2023, unless prior to that date on-site construction has commenced pursuant to a valid Town Building Department building permit issued in accord with all applicable standards and conditions of the Town Building Department,

b. All pre-2011 applications, which are declared null and void pursuant to the prior subsection 'a', may file a new PUD, SPUD or other application which shall be evaluated in light of the current provisions of the CDC (including this Code Section 17.3.23) and the 2022 amendments to the Comp Plan.

c. Nothing in the above subsections a, b or c, shall apply to pending PUD, SPUD or other applications for approval of a building or project where the application was filed and therefor evaluated by Planning Staff, DRB and Town Council in light of Comp Plan provisions

2. Code Section 17.3.23.is to protect the health and welfare of the Town, its residents, its property owners and its visitors; all of whom are vital to the continuing success and vitality of the Town.

a. Absent proper regulation of building heights and enforcement of Code Section 17.3.12 by limiting variances as set forth in Code Section 17.3.23, one of the Town's most valuable resources, views of mountain vista, is protected, rather than being replaced by views of high-rise buildings,

b. Code Section 17.3.23 is for the benefit of the Town, its residents, property owners and visitors.

END OF PROPOSED ORDINANCE

From: John DeGenova
To: mvclerk
Subject: Proposed Ordinance 17.3.23
Date: Thursday, July 27, 2023 2:09:48 PM

Dear Mountain Village,
We have owned our home in Mountain Village for a few years now, and absolutely love the views, and everything else about Mountain Village.
Our home is currently listed in our family trust, which I believe prevents us from being able to vote on the proposed ordinance 17.3.23.
We are however, in full support of this ordinance passing. Please let us know how we can help get this ordinance passed and keep Mountain Village beautiful.
Thank you,
John and Alison DeGenova
210 Sunny Ridge Place
Unit 20
Moutain Village, CO 81435

Daniel Jansen
107 Lupine Lane, Mountain Village, CO 81435
jansendan@me.com

Re: Public comment for August 17th meeting of the Mountain Village Town Council

Dear Mayor and Town Council members,

I am a long-term full-time resident of Mountain Village, a former elected official, and an active supporter of our environment and our sustainable tourism economy (serving on both the Telluride Tourism Board and Colorado Flights Alliance Board). I mention these experiences to inform my opinions being shared with you as a private citizen, in writing in advance of the meeting, as I will be traveling during this meeting. Two items on your agenda attracted my attention.

The citizens' initiative to limit building heights in the Village Center to 60 feet seems well intended in that we all agree on preserving our beautiful environment. That said, there are several concerns it raises in my mind. First, it seems to risk an abdication of some of your land use authority. We elected you to be fully informed and make sound decisions on behalf of our community in these complex matters. This initiative proposes significant restrictions that would be met in only the rarest of situations (e.g., 100% approval from contiguous neighbors for any height variance, 60% approval from residents within 400 ft, which I think is ~16 acres in the dense village core). Like many of our community members, I trust you to make good decisions on our behalf and would not want your authority to be constrained in any way. Secondly, this is effectively a de-facto ban on any potential high-end hotels in our region. As an economy that is driven 80% by tourism, we have less hotel rooms than other similar destinations, have no five-star branded properties, and have not in fact built any new hotels in almost 15 years across the entire region. We have become very reliant on short term rentals (STR's) to support our economy, which are also being regulated and reduced in number (see Telluride's STR cap). Having met with representatives of leading hotel operators when I was Mayor, they said that a certain design and density is needed for the hotel to be viable and to earn a five-star branded rating. A 60-foot height limit would effectively preclude any high-end branded hotels, especially since I can only see two viable sites in the region, both in the Mountain Village core (109R and 161CR). Finally, the nullification of pre 2011 approved PUDs as outlined in this initiative seems to apply to only one project that I know of. This looks like 'spot

zoning' to me. In summary, I would encourage you to listen carefully to the entire community, including those neighbors near any proposed project, maintain your full land use authority, support both the environment and our economy, and do not adopt this citizen ordinance.

Which leads to my second commentary on another agenda item involving your review of the proposed hotel project on lot 109R, that is intended to have Six Senses as its operator. This lot and project have had a long history with many ups and downs. I have no business dealings with the developer or operator, but simply want to see a high-end branded hotel in our community to support our sustainable tourism economy (as noted above). Hotels with top operators are hard to realize in our community, and we are short on potential locations and options. While there is another potential project on 161CR, we are in a period of high interest rates and high inflation that will challenge any project's economics. Very few hotel projects get built, even those that have been "approved" (reference Silverline, Rosewood, Ajax, Hunt Family, etc.) My sense is that if this latest attempt to build a high-end hotel fails, we will see another development of high end private (often dark) condos. This would significantly reduce the amenities, public benefits, workforce housing and vibrancy of the North end of the Village Center. I appreciate that some of the neighbors who bought properties near this long-identified hotel development lot have concerns. I would encourage you to balance those concerns with the needs of the broader community and economy. I would encourage you to support this hotel project.

Thank you for your service and kind regards,

Dan Jansen

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

TO: Mountain Village Town Council

FROM: Amy Ward, Community Development Director & Michelle Haynes, Assistant Town Manager

FOR: August 17, 2023

DATE: August 1, 2023

RE: Consider Action on a fourth major Planned Unit Development Amendment to the Lot 109R Planned Unit Development, commonly called the Mountain Village Hotel, by Tiara Telluride, LLC

PROJECT OVERVIEW

The applicant requests a Major PUD Amendment to the 109R Planned Unit Development (PUD), formerly known as the Mountain Village Hotel PUD first approved in 2010, but subsequently received three PUD amendments to extend the approval to September of 2023. A letter of intent has been provided by a luxury hotel brand called Six Senses. The project will also include public plaza improvements, a public bathroom, a market, two retail spaces, fine dining, a bar and a conference/wedding space on the 6th floor. The application also contemplates a major subdivision to adjust boundaries around the property with the Town of Mountain Village, Village Center open space property, to be reviewed by separate agenda item. The use elements consist of 50 guaranteed hot beds, 31 lodge units, 20 condominiums, 18 employee dormitories and two employee apartments, hotel amenity spaces and public commercial areas as identified above. Improvements to village center plazas are otherwise a requirement of Village Center development. A discussion of variations and public benefits will be the focus of Town Council review.

Legal Description: Lot 109R, Town of Mountain Village according to the Plat recorded on March 18, 2011 in Plat Book 1 at Page 4455, Reception No. 416994, County of San Miguel, State of Colorado,
And portions of Lot OS-3BR-2, a tract of land lying in the se quarter of section 34 t43n r9w nmpm san miguel county colorado described as follows tract os 3br2 town of mountain village pl bk 1 pg 4455 recpt 416994 march 18 2011 cont 1.969 acres mol
Address: TBD

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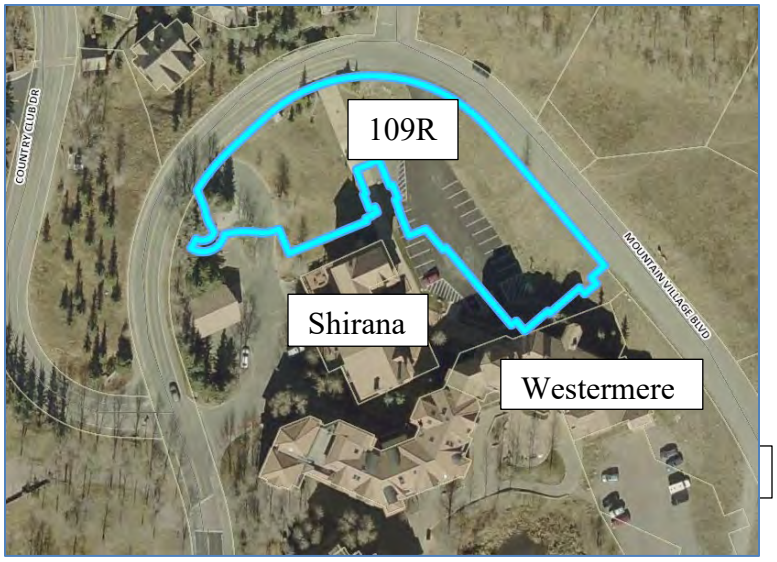
Owner/Applicant: Tiara Telluride, LLC
Agent: Ankur Patel & Matt Shear
Zoning: Planned Unit Development (PUD)
Proposed Zoning: Planned Unit Development (PUD)
Existing Use: Vacant, used for temporary surface parking
Approved Use Pursuant to PUD Development Agreement: 66 efficiency lodge units; 38 lodge units, 20 condominium units, one employee apartment and 20,164 sq. ft. of commercial space.
Proposed Use: 50 efficiency lodge units, 18 lodge units, 20 condominium units, 31 lodge units, 18 dormitory units, 2 employee apartments and approximately 22,609 square feet of commercial space.



Site Area: .825 acres proposed to change to .833 via a major subdivision application
Adjacent Land Uses:

- **North:** See Forever, Village Center
- **South:** Village Center, mixed use
- **East:** Multi-Family and Single Family, vacant
- **West:** Peaks, Village Center

RECORD DOCUMENTS

- Town of Mountain Village Community Development Code (as amended)
- 2011 Comprehensive Plan
- Town of Mountain Village Home Rule Charter (as amended)

ATTACHMENTS

1. Ordinance
    a. Development Agreement
        i. Final PUD Plans -
            1. Revised architectural design plan set dated 7.19.23
                a. Design Documents
                b. Construction Mitigation
            2. Hotel Covenant
            3. Easement Agreement (Pedestrian and Maintenance Access) – See Forever
            4. Easement Amendment (Plaza Usage)
            5. Easement Amendment (Permanent Structures)
            6. Easement Amendment (Vehicular Access)
            7. Easement Agreement (Utilities)
            8. License Amendment/Partial Termination (Utilities)
            9. Termination of Easement (Mountain Village Boulevard Work)
            10. Amendment to Pedestrian Access Easement Reserved in Deed to Tract 89-A
        ii. Exhibit B-1, Schedule of Improvements
        iii. Exhibit B-2 Westermere Breezeway Improvements
        iv. Exhibit C. Area of Plaza Improvements – insert at second reading

v. Exhibit D-Employee Housing Restriction – to be attached as an exhibit to the Development Agreement at second reading. The required elements of the deed restriction are described in the Development Agreement.

2. Legal Tiara Narrative dated 8.8.23
3. Design Tiara Narrative dated 7.19.2023
4. Design Variation Tiara Narrative dated 7.19.2023
5. Link to Full Tiara Design Submittal includes the following subcategories
    a. Replat and Rezone Materials
    b. Final DRB cloud revisions
    c. Exhibits
    d. Will serve letters
    e. 3D View
    f. Geotechnical Engineering Studies
6. Denial Resolution
7. Comprehensive Comparison 2010 to 2023 PUD Dev agreement rev. 8.10.23
8. Referral Comments
    a. Kirn_7.31.23
    b. Kjome_7.31.23
    c. SGM – Traffic Impact Study
    d. Vault _TIS Responses
    e. Johnson_7.25.23
    f. SGM referral comments 5.26.23 (from June Hearing)
9. Public Comments (received prior to 5:00 pm on August 10th, 2023)
    a. Nictakis 8.2.23
    b. Raiffe 8.4.23
    c. Witherspoon 8.8.23
    d. Koitz 8.7.23
    e. Lalani 8.8.23
    f. Wolf 8.8.23
    g. Thorpe 8.9.23
    h. Infantino 8.10.23
    i. Butler 8.10.23
    j. Jansen 8.10.23
    k. Ward 8.10.23
10. Original PUD Agreement and associated documents found at the following link
11. Six Senses Letter of intent dated 4.12.22 on file with the planning department

109R MOUNTAIN VILLAGE HOTEL PLANNED UNIT DEVELOPMENT HISTORY

- Lot 109R PUD was approved in 2010 by Resolution 2010-12088-31 which included a replat inclusive of Village Center open space.
- 1st amended PUD agreement via a Major PUD amendment process extended the approval to expire on December 8, 2015, approved by ordinance.
- 2nd amended PUD agreement via a Major PUD amendment process extended the approval to expire on December 8, 2022, approved by ordinance.
- 3rd amended PUD agreement via a Major PUD amendment processes extended the approved to expire on September 8, 2023 – pending litigation. (Note these extensions apply to the 2010 PUD. If Council approves the current application, the extension to September 8, 2023, will be moot because the current amendment application was filed while the vested rights remained in effect and would supersede the 2010 approval.)

MEETING HISTORY
There have been **two work sessions** regarding the proposed major PUD amendment held on the following dates:

- September 16, 2021 Town Council
- December 16, 2021 Town Council and Design Review Board Joint Meeting

The following **additional meetings** have occurred:

- **May 5, 2022,** Design Review Board Recommendation to the Town Council regarding the Major PUD Amendment inclusive of the initial design review. – Continued to May 31, 2022
- **May 31, 2022,** Design Review Board Recommendation to the Town Council regarding the Major PUD Amendment inclusive of the initial design review – **APPROVED 3-1,** Bennett dissenting.
- **June 16, 2022,** Town Council consideration on first reading of an ordinance – Council to provide direction regarding the public benefits, development overall and variations requested. Council to provide guidance as to the major subdivision request. This was continued to August 18, 2022.
- **August 18, 2022** Continued first reading of an ordinance and ratification of consent to a major subdivision application by the Town Council that includes Village Center active open space – consent provided. First reading continued to the November 17, 2022 Town Council meeting in order to provide time for the application to submit the major subdivision, rezone and final design review materials.
- **November 17, 2022** Continued First Reading of an ordinance continued to the January 19, 2022 regular Town Council meeting in order to provide the necessary time for the DRB to provide recommendations on the major subdivision, rezone and provide the final DRB design review.
- **December 1, 2022** DRB meeting to provide recommendations to Town Council on the major subdivision, rezone and final design review. The Final design review was approved with conditions. The DRB provided a positive recommendation regarding the subdivision and rezone to the Town Council.
- **January 19, 2023** First reading of an ordinance regarding the major PUD amendment integrating the subdivision, rezone and final design review. Council voted 6-1 to direct staff to prepare a **Resolution to deny** the Ordinance to be evaluated at the March 16, 2023 regular Town Council meeting and directing staff to work with the applicant to present the changes that have been made to the PUD prior to a vote to deny.
- **March 16, 2023** Town Council hearing, Consideration of a Denial Resolution Regarding a Major PUD Amendment. Council voted unanimously to continue this item to June 15, 2023.
- **June 15, 2023** – The motion for denial was withdrawn. Council voted 6-1 to continue the item to the August 17, 2023 regular Town Council Meeting.
- **August 17, 2023 <u>CURRENT</u>** Town Council will again review the PUD amendment. If the PUD is approved on first reading, the major subdivision and density transfer and rezone will also be considered. Staff will ask that Council continue the subdivision application so that this approval could be heard with the 2nd reading of both the PUD Amendment and the Density Transfer and Rezone. If the denial Resolution is approved, the Council should pass motions to deny the subdivision and density transfer and rezone applications as moot.

Anticipated Additional Meeting Schedule

- Town Council 2nd reading of an ordinance (if approved on 1st reading) for Town Council to evaluate the Major PUD amendment – all draft legal documents, subdivision plat as applicable, development agreement, easements, agreements in draft form for review. Date TBD

- Consideration of a Resolution regarding a major subdivision (continued from August 17, 2023), Date TBD
- Consideration of a second reading of an ordinance (if approved on 1st reading) regarding the rezone application associated with the major subdivision

Staff comments will be in blue.

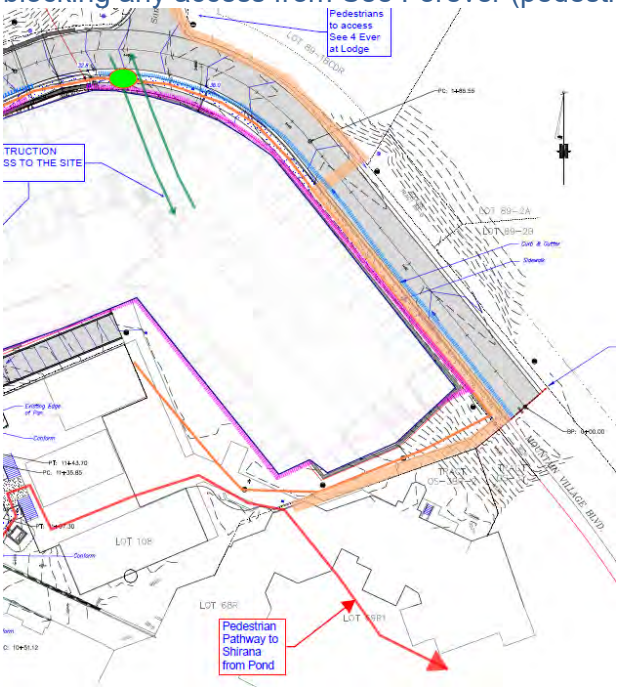
REVISED APPLICATION OVERVIEW – AUGUST 17, 2023

There have been no substantive design changes since June 15, 2023 Town Council Hearing.

- Updates to this design set focus on further revisions to the proposed construction mitigation plan and the provision of an enhanced traffic study to further understand circulation and potential traffic impacts in and around the proposed development. Otherwise, substantial edits have been made to the development agreement and a revised hotel covenant has been provided.

CONSTRUCTION MITIGATION

- The biggest change in this is that the applicant is no longer requesting a permanent tower crane that would necessarily swing over the Shirana building. Instead, they propose the use of smaller temporary cranes that have the capability of avoiding Shirana airspace entirely.
- They are proposing circulation through the construction site for larger vehicles such as linen service by having two gates for circulation through the site. More details as to how this would work can be finalized prior to building permit. As it relates to bus turn around, the Town plans to have bus service terminate at Blue Mesa instead of continuing to north village center for the duration of construction.
- Pedestrian access stair on SE corner will need be installed and functional prior to blocking any access from See Forever (pedestrian path shown below in orange)



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A temporary lift near the Shirana stair and a small delivery vehicle being made available by the applicant are proposed solutions to help with merchant deliveries in the North Village center as deemed necessary. However, neither of the delivery zones indicated in blue below are on Town or applicant owned property. The applicant would need to ensure the allowable use of these zones with the landowner.

TRAFFIC STUDY

- The applicant worked with the Town and Town consultants (SGM) to develop a scope of work that was agreed upon by all parties. The applicant collected data in late June and early July of 2023. The data included manual turning movement counts and machine traffic counts at three intersections and two sections of Mountain Village Blvd. as shown below:

- Based on this study the applicant, on recommendation from their traffic consultant, is proposing a 4-way stop at the Sunny Ridge/MV Blvd/Porte Cochere area. Town staff

agrees that this will increase safety at this intersection and is very similar to the existing condition at the Madeline Hotel.

- SGM concluded that "the proposed uses at Lot 109R can be accommodated by the existing roadway system with appropriate mitigation measures."

HEIGHT AND SQUARE FOOT CALCULATIONS

At the June 15, 2023 hearing, there were questions raised in public comments regarding heights and square footage calculations.

- The height calculations as presented meet the requirements as currently described in the CDC. As it relates to maximum height, the applicant has clearly demonstrated that no part of the building exceeds the maximum requested height of 88' 9" through a 3-D planar model that projects this height from both proposed and existing grades (no portion of the roof breaks the plane). Additionally, during construction the applicant will be required to demonstrate with a survey that they are not exceeding the requested maximum height.

- Average height for this building was calculated using the following from 17.3.11.C.2 *"On complex buildings with multiple heights and/or buildings with multiple heights on sloping sites, the average building height calculation shall be determined by taking the average of heights at equal intervals around the perimeter of a building. Those intervals shall be no more than twenty (20) feet. When multiple roofs occur within any interval, the height for that interval shall be measured from the finished grade or natural grade (whichever is most restrictive) to the highest point on the rooftop, roof ridge, parapet or topmost portion of the structure. For purposes of determining the maximum average height on complex buildings, a roof shall have a horizontal projection of at least ten (10) feet. This definition does not intend to allow strategies to circumvent the intention of the maximum average height limitation through such relationships as high-rise structures surrounded by low secondary roofs."* Staff feels that the calculations provided demonstrate an accurate average height per the requirements of the CDC as per above.
- Standard regional practices for calculating commercial square footage for the purposes of determining parking requirements are being followed. Staff calculates the commercial square footage of areas open to the public such as and not limited to restaurants and bars. Storage and back of house are not calculated for the purpose of determining parking within these areas, as there are no public utilizing those areas. Common commercial areas or commercial areas that are considered support for the overall function of the hotel are also not attributed a calculation for the purposes of assigning

additional parking requirements, such as hallways or support areas. High intensity use is defined as the services areas in restaurants and bars for example and calculated at 1 parking space per 500 square feet. Low intensity use is defined as spaces such as retail or offices and calculated at 1 per 1000 square feet.

- Calculations of square footage for the employee dorms include the dorm rooms themselves, the shared common areas such as kitchen facilities, gym, game room, library, cinema and laundry. They also include the necessary egress such as hallway, stairs and elevator. The measurements are taken to the outside face of wall which is common practice in representing square footages in commercial leases, for instance. This development will have a requirement of the number of units as proposed with this application (18 dorms and 2 employee apartments). They are also held to the square footage as proposed with an allowable small variation as described in the development agreement. Staff is comfortable with the demonstration of square footage for employee housing as proposed.

Ownership and Ongoing Maintenance – Many of the questions within the earlier drafts of the development agreement centered around ownership and ongoing maintenance of various improvements. These questions have been answered and are codified within the development agreement as such.

- Snowmelt boilers – to be installed, owned and maintained by the applicant, now sited on 109R property
- Public restrooms – to be constructed, owned and maintained by applicant. Permanent easement for public use
- Public Parking – to be constructed, owned and maintained by applicant. Public parking fees go to the applicant to cover maintenance and repair costs for the public parking so that this will not be the responsibility of the Town. Permanent easement for public use. Fees not to exceed 20% greater than Heritage Parking.
- Stormwater and water utilities as they run through building. To be owned and maintained by applicant. Permanent easement for emergency access if necessary benefitting the town.
- Public use of the restaurant, bar, pool and spa is better addressed in the development agreement.

MAJOR SUBDIVISION CONCURRENT APPLICATION

This application to amend the 2010 PUD includes a request to acquire certain land owned by the Town and presently zoned as Village Center Open Space for portions of Lot 109R owned by the applicant and to give back portions of 109R in roughly equal proportion. See Table 14 below. This is further described in the large-scale subdivision application which is addressed in a separate staff report. The land to be deeded to the applicant would become part of the land to be developed subject to the Amended PUD, and the land to be deeded to the Town would become Active Open Space, Village Center. A small portion of land currently shown as 109R is part of the active open space right of way, and would be adjusted to reflect this. The Town Council has the discretion to approve or deny the large-scale subdivision, specifically the consideration of town owned land, and has no legal obligation to deed any land to the applicant. Therefore, as a preliminary matter, the Town Council should decide whether it is willing to deed Town-owned land to the applicant to facilitate this development.

If the Town Council does not agree with use of town land to facilitate this PUD amendment, then the application should be denied.

MAJOR PUD AMENDMENTS PROPOSED BY CATEGORY - OVERVIEW

1. Density and Use
2. Parking
3. Public Benefits Comparison and List
4. Variations & Specific Approvals
5. Subdivision
6. Public Improvements
7. Criteria For Review
8. Other Considerations
9. Analysis
10. Proposed Motion

DENSITY AND USE

Table 1. Approved Density pursuant to the 2010 PUD

Type of Zoning Designation Unit	Total Zoning Designation Units	Person Equivalent per Unit Type	Total Person Equivalents
Efficiency Lodge	66	.5	33
Lodge	38	.75	28.5
Condominiums	20	3	60
Employee Apartments	1	3	3
Commercial	20,164 sq ft	0	0
TOTAL			**124.5**

The Town will utilize 4 employee condominium zoning designations with density certificate #27 with a person equivalent of 12 person equivalents and rezone the density to employee apartment and employee dormitory

Table 2. Density Certificate #27 – owned by the Town of Mountain Village

Zoning Designation	Total Number of Units	Person Equivalent	Total Person Equivalent
Employee Condominium	13	3	36

Table 3. Use of Density Certificate #27

Zoning Designation	Total Number of Units	Person Equivalent	Total Person Equivalent	Total Person Equivalent
Employee Condominium	13	3	39	
Utilized for 161CR	-9	3	-27	
Utilized for 109R	-4	3	-12	
TOTAL	0	0	0	

Note: Density Certificate #27 will be voided once all the density is used.

Table 4. 109R employee apartment and dormitory density existing and proposed

Zoning Designation	Total Number of Units	Person Equivalent	Total Person Equivalent Existing	Total Person Equivalent Needed
Employee Apartment – platted and unbuilt	1	3	3	
Employee Apartment- through the rezone and density transfer process	1	3		3
Employee Dormitory through the rezone and density transfer process	18	1		18

Notes:

1. 12 person equivalents of employee condominium will be rezoned to 1 employee apartment and nine employee dormitories with a total person equivalent of 12.
2. Town Council will create the remaining employee dormitory bonus density zoning designations of nine employee dormitories with a person equivalent of nine.
3. Density certificate #27 and bonus density creates the employee zoning designations needed for this project.
4. A density certificate will be issued with the remaining density as shown in table 5.below issued to the owner of the property. The owner owns the density in the density bank and it is unassigned to any specific lot.

Table 5. Density to be transferred into the density bank

Zoning Designation	Number of Units	Person Equivalent	Total Person Equivalent
Efficiency Lodge	16	.5	8
Lodge	7	.75	5.25

Table 6. 109R Original Zoning Designations and Density

Type of Zoning Designation Unit	Total Zoning Designation Units	Person Equivalent per Unit Type	Total Person Equivalents
Efficiency Lodge	66	.5	33
Lodge	38	.75	28.5
Condominiums	20	3	60
Employee Apartments	1	3	3
Commercial	26,468 sq ft		0

TOTAL			**124.5**

Table 7. Proposed Zoning designations and density

Type of Zoning Designation Unit	Total Zoning Designation Units	Person Equivalent per Unit Type	Total Person Equivalents
Efficiency Lodge	50	.5	25
Lodge	31	.75	23.25
Condominiums	20	3	60
Employee Apartments	2	3	6
Employee Dormitory	18	1	18
Commercial	22,609		0
TOTAL			**132.25**

Density Summary

The applicant has demonstrated that they have adequate density for the rezone and density transfer request. Adequate density is demonstrated so long as the Town is willing to create bonus density and use existing employee density in the density bank owned by the town, or a combination thereof.

PARKING

Table 8. Parking Table

Parking	Requirement per type	Number of Units	Required	Provided
Commercial Space	low and high intensity 1 per 1,000 and 1 per 500 sq ft	22,608 sq ft	29	29
Condo	1 per unit	20	20	20
Efficiency Lodge	.5 per unit	50	25	25
Lodge	.5 per unit	31	15.5	16
Public Parking	(48 prior PUD)	48	48	48
Employee Dormitory	1 per unit	18	18*	18
Employee Apartment	1 per unit	2	2	2
HOA Maintenance Vehicles	1-5 spaces	1	1-5	1
Total			158.5	159

Note: See parking table in applicant's narrative.

*The DRB established dormitory parking at 1 space per dormitory unit at their May 31, 2022 meeting.

The applicants meet the parking requirements and are providing the 48 public parking spaces pursuant to the original PUD agreement. Under variations and pursuant to the PUD agreement,

the applicant requests an ability to remove up to five parking spaces of commercial parking in exchange for a one-time payment of $100,000 per parking space as a payment in lieu for each space fewer than 29 provided.

The applicants are providing commercial parking pursuant to the CDC at 1 space per 500 square feet for high intensity use of commercial space and 1 space per 1000 square feet of low intensity use of commercial space.

The applicant and town agreed that the developer will own and maintain the parking area. Public parking requirements are found in Section 6.1 of the development agreement. Public parking as part of this development was a critical public benefit because of the need for public parking in the Village Center and the displaced parking that has occurred over time with infill development in this area.

PUBLIC BENEFITS

The table below illustrates the difference between the original PUD development agreement public benefits, variations and specific approvals and those requests through the Major PUD amendment identified with the application and revised between the June 2022 meeting and the June 2023 Town Council meeting. CDC Section 17.4.12(E)(6) requires that the Council make a finding that the "PUD provides adequate community benefits." Adequacy may be determined in the Council's reasonable discretion and does not necessarily correspond to a dollar amount. Some of the benefits listed below aren't easily quantified into money.

New Public Benefits provided as part of this PUD amendment are highlighted in yellow.

Table 10. Public Benefits Complete List

Item	Value	Notes
Onsite deed restricted housing an additional 1 employee apartment and 18 dormitory units that sleep up to 3 employees	$9,950,250	2010 PUD provided for one employee apartment was to be provided pursuant to the 2010 PUD.
Mitigation Payment	$996,288	Note requirements for additional payment per employee after the second anniversary of Certificate of Occupancy
48 Public Parking Spaces	$4,800,000	
50 dedicated hotel rooms		2010 PUD provided for 40 dedicated hotel rooms.
5 star luxury hotel operator assured		See Hotel Covenant
Hotel Covenant		See Hotel Covenant
Furniture Package		See Hotel Covenant
Hotel Operator and amenity space requirements		See Hotel Covenant

Westermere Façade Improvements	$75,000	
Shuttle service to the Montrose airport for hotel guests		
Village Pond Improvements Payment	$250,000	
Public Restroom	$154,781	
Conference Room Space - use for the public at market rates	n/a	2010 PUD provided for conference room space. Change is to provide for market rates.
Public Access from Port Cochere to See Forever Plaza through the building (easement)	$75,000	Access direct from Porte Cochere into See Forever Plaza
Valet parking	n/a	
Various easements (like the See Forever and town access to See Forever)	n/a	
Additional 38 Lodge Units	n/a	Note: Can be individually owned. Due to securities law requirements, the lodge units cannot be required to be in the rental management program, and there cannot be a legal restriction prohibiting use as a primary residence. However, Tiara will encourage participation in the rental management program, and expects that a significant portion of these units will be available for rental through the rental management program or otherwise. Details of the incentives for owners to participate appear in the Hotel Covenant.
SUBTOTAL	**$16,051,319**	

Table 11. Public Improvements that are considered public benefits pursuant to the 2010 PUD agreement

Item		**Notes**
Plaza Improvements (See Forever walkway and Shirana area)	$1,109,561	

Trash Enclosure on OS-3-BR-2	$840,625	2010 PUD provides for use of $250,000 of housing mitigation payment for the trash enclosure.
Snowmelt and improving the fire lane	$189,871	
SUBTOTAL	**$2,140,057**	

Table 12. Public improvements also considered a public benefit in 2023

Item	
Stairway from the 89 lots to OS-3BR-2	$150,000
Village Pond Improvement Payment	$250,000
Sidewalk from Shirana to MV Blvd	$81,146
SUB**TOTAL**	**$589,871**

TOTAL PUBLIC BENEFITS <u>$18,781,247*</u>

*This value is given to provide general context of public benefit and is not a precise value.

D. LIST OF ALL VARIATIONS AND SPECIFIC APPROVALS PURSUANT TO THE PUD AMENDMENT

New variations pursuant to the PUD Amendment are highlighted in yellow.

Table 13. Variations and Specific Approvals

Number	Variation Requests
1	Variation/waiver to LUO Section 4-308-9 to allow an increase in maximum height to 88' – 9"and maximum average height of 65' – 2.9".
2	A request for Town Council to create bonus density or MV density in the density bank to be transferred to the property for employee apartment or employee dormitory use
3	A variation to CDC Section CDC Section 17.4.12(O)(2) to not require 67% of all owners to consent to a PUD amendment application. See development agreement for details.
4	A request for easements for retail awning overhangs, subgrade improvements, access and utilities on Town open space
5	Conference Center to be offered to the public at market rate rather than comparable to the Conference Center.
6	Garage Drive Aisle reduced from 22 feet to 18 feet approved by the fire marshal per CDC 17.5.8.C.3 in discrete locations
7	**Design Variations – subject to change with final architectural design review**
	• Roof Form per CDC 17.5.6.C.
	• Wall material (no stucco proposed) per CDC 17.5.6.E.
	• Glazing – uninterrupted areas of glass that exceed 16 square feet per CDC 17.5.6.G.5
	• Decks and Balconies – long continuous bands per CDC 17.5.6.I.
	• Commercial, Ground Level and Plaza Area Design Regulations – Storefront Design, Color Selection per CDC 17.5.15
	• Commercial, Ground Level and Plaza Area Design Regulations To allow for a ski locker private unit on a Primary Pedestrian Plaza
	• Exterior Lighting, some variations subject to staff and one DRB approval
	• Driveway grade
	Specific Approvals – subject to change with final architectural design review

1	• Materials- TPO membrane roof, metal fascia and soffit
2	• Solar roof tiles in the Village Center
3	• Road and Driveway Standards – 2 curb cuts
4	• Tandem Parking

E. MAJOR SUBDIVISION REQUEST AND ASSOCIATED REZONE

See major subdivision and rezone item under separate agenda item.

Under separate consideration Town Council will review the proposed major subdivision.

Table 14. Approximate Before and After Lot Areas

Proposed Lot/Tract Name	Proposed Zoning	Proposed Size (sq.ft.)	Net Change (sq.ft.)
Lot 109R2	PUD	36319	339 INCREASE
Tract OS-3BR-2R-1R	AOS Village Center	82584	420 DECREASE
ROW Tract	AOS Right of Way	81	81 INCREASE

The applicants agreed to purchase a portion of town land approximately 551 square feet which consisted of an area otherwise previously depicted to be used by easement as a garage venting area. The applicants have agreed to purchase this land at approximately $194 a square foot for a total of $106,894 for the additional acquisition of this portion of town owned land replat into 109R-2. The cost per square foot is based upon the cost per square foot when Tiara Telluride, LLC purchased the overall property/site specific development plan. This monetary amount is required to be paid to the town prior to issuance of a building permit. The draft approval ordinance will include specific authorization for this conveyance of town-owned property. As with the land swap mentioned above, the Town Council is not legally obligated to agree to sell this land to the applicant.

Easements

Requested use of town property have been re-evaluated and reduced.

A summary of the resulting land area is described above. The applicant also intends to use portions of OS-3BR-2R-1 near the town trash shed and Shirana for the following uses:

1. vehicular and pedestrian access (valet and back of house uses)
2. relocation of the Shirana SMPA transformer out of the proposed fire lane (see drawings)

The applicants also request placement of SMPA transformers on OS 3J, owned by the Town of Mountain Village, adjacent to See Forever.

Additionally, the applicant is proposing to extend areas of the garage sub-grade below town owned portions of OS-3BR-2R-1 to allow for:

1. Sub-grade parking
2. additional back of house/mechanical room

These uses are allowed, with Town Council approval and associated easement and use agreements.

Finally, there are additional existing easements that will be modified consistent with the PUD amendment application, see list in subdivision application materials and attachments listed above.

F. PUBLIC IMPROVEMENTS

There is a combination of public improvements that constitute required public improvements, public benefits, and public improvements consistent with the original PUD agreement as part of this Major PUD amendment application.

Table 15. Public Improvements pursuant to the major subdivision application

MV Blvd snowmelted sidewalk and lighting Sidewalk, lighting and a snowmelted sidewalk Along Mountain Village Blvd	$612,030
Utility relocations/installation as approved by Town Council*	$2,500,000
Repaving Mountain Village Blvd Replacing a top course of asphalt over 2,309 square yards of asphalt	$79,213
TOTAL	**$3,191,243**

*This includes utility relocates that benefit the development as well as some services that also serve the North Village Center area.

Table 16. Other public improvements required

Snowmelting OS-3BR-2 (access area near trash enclosure; south of the trash enclosure)	$382,575
Repaving OS-3BR-2(access area near trash enclosure; south of the trash enclosure)	$276,129
Village Center improvements that extend beyond the original boundary identified in the 2010 PUd	$829,219
TOTAL	**$1,487,923**

TOTAL PUBLIC IMPROVEMENTS **$4,679,166***

* The applicant's engineer will need to certify the estimated construction costs, including a contingency, to determine the appropriate security to be posted by the developer prior to building permit. The number here may change.

Table 17. Provided Amenities of Note but do not constitute public benefits

Sustainabilty Fund committed to be spent locally (A Six Senses requirement)	$350,000
Silver LEED Certified	$2,460,000
TOTAL	**$2,801,000**

Table 18. Other considerations as part of the PUD agreement

Adding additional approx.: 551 sf of land to the subdivision	Paid for at same rate as the original PUD $194 a square foot
TOTAL	**$106,894**

Note. Installation of a 4-way stop at the porte cochere area could be considered additional public improvements and costs, although expected to be fairly minor, would be borne by the

applicant. This is captured by a condition of approval and would be added to the public improvement list.

REVIEW STANDARDS

With this revised submittal, staff feels that this application provides more clarity of what exactly is being proposed in terms of the design of the project, proposed benefits and improvements, and variation requests pursuant to the PUD process, and legal obligations of both the Town and the applicant. Given clarity on the details of the proposal, Council can better evaluate whether this application meets the following criteria for review.

PUD CRITERIA FOR REVIEW

Criteria for Decision.

1. The proposed PUD is in general conformity with the policies, principles and standards set forth in the Comprehensive Plan;

   At the time the Comprehensive Plan was adopted, those properties, like 109R, were not included in the Village Center Development Table with site specific polices and actions because it had an existing PUD entitlement for a hotel mixed use development. The vision therefore is based upon the original development agreement, subject to PUD amendments pursuant to the CDC, which is a public process with DRB and Council review.

   The application needs to however demonstrate general conformance more broadly with relevant sections of the Comprehensive Plan. The application is generally consistent with the Comprehensive Plan Village Center Subarea Goals which are as listed:

   Village Center [Comprehensive Plan] Subarea Goals
   - Develop additional spa and restaurant spaces designed to fit the needs of each hotbed project – *this is being met*
   - Prioritize pedestrian circulation to and within Mountain Village Center - *this is being met*
   - Integrate deed restricted dorm units into future hotbed projects – *this is being met*
   - Provide a coordinated, combined development plan between multiple property owners on Parcel D Pond Lots, Parcel E Le Chamonix, Parcel F Lot 161-CR and Parcel G Gondola Station to maximize the number of hotbed units, attract a significant flagship hotel operator and provide enhanced retail, restaurant, open space and recreational amenities *n/a*
   - Provide direct, year-round, at-grade pedestrian connection for all hotbed projects in Mountain Village Center by sidewalks and appropriate dark-sky lighting – *this is being met*
   - Develop an improved wayfinding program specifically to direct visitors to key activity centers such as Mountain Village Center – *coordinate wayfinding with the Town as a condition of approval.*

The additional standards to determine the projects general conformance with the Comprehensive Plan are the Comprehensive Plan Project Standards as listed at CDC Section 17.4.12 H. and outlined as follows. It's very clear that these standards apply to new PUD application specifically the MPUD and SPUD is noted; it's less clear in the CDC whether these standards apply to a PUD amendment as these standards were adopted after the original 2010 PUD. For context, staff is including the standards here.

1. Visual impacts shall be minimized and mitigated to the extent practical, while also providing the targeted density identified in each subarea plan development table. It is understood that visual impacts will occur with development.

2. Appropriate scale and mass that fits the site(s) under review shall be provided.

3. Environmental and geotechnical impacts shall be avoided, minimized and mitigated, to the extent practical, consistent with the Comprehensive Plan, while also providing the target density identified in each subarea plan development table.

4. Site-specific issues such as, but not limited to the location of trash facilities, grease trap cleanouts, restaurant vents and access points shall be addressed to the satisfaction of the Town.

5. The skier experience shall not be adversely affected, and any ski run width reductions or grade changes shall be within industry standards.
This development is not slope slide.

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;

   This application proposed variations to the PUD agreement and underlying zoning as described above and contained within the Ordinance.

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;

   Public Comment and some past Council comments have questioned whether the proposed development is creating a better development than would otherwise be possible. With the revised application, this is to be further discussed by Town Council.

4. The proposed PUD is consistent with and furthers the PUD purposes and intent;

   The PUD Purpose and Intent is found at 17.4.12.A.1-6.
   The purpose and intent of the Planned Unit Development ("PUD") Regulations is to:
   1. Permit variations from the strict application of certain standards of the CDC in order to allow for flexibility, creativity and innovation in land use planning and project design;
   2. Allow for a creative planning approach to the development and use of land and related physical facilities to produce a better development;
   3. Provide for community benefits;
   4. Promote and implement the Comprehensive Plan;
   5. Promote more efficient use of land, public facilities and governmental services; and
   6. Encourage integrated planning in order to achieve the above purposes.

   The applicants have increased their public benefits and overall reduced the number of variations requested since the January hearing.

The purposes and intent listed in numbers 2 and 3 are more subjective and should be discussed by Council to determine whether they are being met. Does this approach to creative planning make for a better development than would otherwise be possible, and does the proposal provide adequate community benefits?

5. The PUD meets the PUD general standards;

   PUD General Standards are found at 17.4.12.I. which includes and is not limited to the following requirements:

   Sub 5. **Rezone.** The development must rezone to the PUD Zone District which is a rezoning process, that does not require a separate application but does require the PUD Major PUD amendment to be approved by Ordinance. Staff note: The development will maintain its current zoning as site specific Planned Unit Development.

   Because this is a PUD amendment, the town has taken the position that an amended PUD amends the site-specific PUD and does not rezone the property to the PUD Zone District.

   Sub.7. **Density.** Recognizes that a density transfer does not require a separate application.

   Sub 8. **Landscaping and Buffering.** The project shall provide buffering of uses from one another to minimize adverse impacts and shall create attractive public spaces consistent with the character of the surrounding environment, neighborhood and area.

   Plaza areas and Mountain Village Boulevard create buffers while the applicant has provided an integrated landscape plan that works with the rest of the Village Center plaza areas. Further revisions from the DRB approved landscape plans were a condition of approval, This will be for staff review prior to building permit.

   Sub 9. **Infrastructure**. The development proposed for the PUD shall include sufficient infrastructure, including but not limited to vehicular and pedestrian access, mass transit connections, parking, traffic circulation, fire access, water, sewer and other utilities.

   Vehicular access maintains the circulation at OS3-BR2 for a bus turn around. (48) public parking spaces are provided inside the garage, an improvement on the surface parking spaces available today. The Town engineer addressed a number of concerns related to utilities, slopes and grades, and circulation. A condition of approval is that the applicant address all engineering review concerns by the town engineer prior to issuance of a building permit.

6. The PUD provides adequate community benefits;

   The applicants have enhanced their list of public benefits for this public meeting. Council will need to determine if the total package is “adequate.” The draft ordinance includes a finding that this has been met and includes a list of proposed public benefits. The Council should determine whether any public benefits should be added to or deleted from the list included in the ordinance.

7. Adequate public facilities and services are or will be available to serve the intended land uses;

Location, maintenance and access to existing, relocated and abandoned utilities need to be better understood including stormwater management. This comment was provided previously and remains the same.

8. The proposed PUD shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and

   A formal traffic and circulation study was conducted by the applicant and the Town engineer's comments indicate that the proposed uses can be accommodated by the existing roadway system with appropriate mitigation measures.

9. The proposed PUD meets all applicable Town regulations and standards unless a PUD is proposing a variation to such standards.

   This is being met, subject to conditions of approval and requested variations allowed by the PUD amendment process.

The application is generally consistent with CDC Section 17. Required Improvements for Adjacent Plaza Areas are listed below:

7. Required Improvements for Adjacent Public Areas
   a. All new development on lots within the Village Center shall be required to construct improvements that enhance and improve the adjacent open space, town plaza areas and common area, as applicable.
   b. The required improvements shall extend thirty (30) feet from the building dripline and/or encompass the area of disturbance, whichever is greater.
   c. Open space areas shall be enhanced as determined by the review authority by additional landscape plantings, appropriate revegetation and/or the creation of new town plaza areas and/or trails and other improvements as envisioned in the Comprehensive Plan.
   d. Town plaza areas shall be improved with new or repaired paver systems and landscaping as determined by the Town, having as a goal the enhancement and improvement of town plaza areas consistent with the Design Regulations.
   e. Unless otherwise determined by the Town to be unnecessary or unwanted, snowmelt systems shall be required to be installed by the developer and operated and maintained by the subsequent lot owner(s) for all new or improved town plaza areas unless such areas are landscaped with planting beds or other landscaping that does not necessitate snow melting.
   f. Design and construction specifications shall be reviewed and approved by applicable Town departments consistent with this CDC and applicable industry construction standards.
   g. Adjacent plaza area improvements shall be maintained by the development's owners' association. Any such maintenance responsibilities shall be specifically set forth in the development agreement as well as the governing documents of the owners' association.
   h. The developer shall obtain adjacent property owner permission when the adjacent areas to be improved and maintained are owned by a third party, non-Town entity.

   Staff finds these requirements are being met.

STAFF ANALYSIS

Staff is satisfied that a majority of PUD materials are now provided so that Town Council can evaluate the application. Below is the same summary of issue provided at the June hearing but with additional comments per their revised application.

Parking Variation
The applicants are currently meeting the parking requirements, however are requesting that if necessary they be allowed to remove up to (5) five commercial spaces and will provide a payment in lieu fee of $100,000 per space.

Density and Use.
Staff supports the proposed density and uses broadly and applaud the breadth of retail, restaurant and bar, conference, plaza and spa amenities.

1. Staff support Town Council creating bonus density or utilizing our remaining employee density in the density bank, or a combination of both related to the employee housing onsite being constructed.
2. The applicants have otherwise demonstrated they have the necessary density for the rezone and density transfer portion of the PUD amendment.
3. Staff recommends the applicant cannot reduce either the square footage committed or number of deed restricted units part of the PUD agreement and public benefit. Within the development agreement the project is allowed a variation in the square footage of employee housing of no more than 2% and no allowable change to number and type of unit.
4. Lodge units can be independently owned and used as a primary residence, however the applicant has incentives for owners to use onsite management for short term rentals when lodge units are not owner occupied as part of the hotel covenant.

Trash Building. The trash building as proposed meets the needs of the Town and with the reduction in square footage and also serves to provide some much-needed short-term surface parking. There is also a small space provided for Plaza Services equipment or other Town use. Tiara removed the boilers from the town trash shed and relocated them within their property. Town staff requested that a clause be added into the development agreement, noting that if the Town were to find an alternative solution to the existing Town trash facility that occurred offsite, that the applicant need simply make a one time payment to the Town of the amount indicated in Exhibit B1. This modification is reflected in Section 7.1.15 of the draft Development Agreement.

Public Improvements. The applicants have agreed to construct, pay for, own and maintain all snowmelt boilers, the public parking and the stormwater and sewer lines at its sole cost and expense.

Encroachments. Tiara has significantly reduced its request for encroachments from prior submissions. The below grade uses appear to already be covered by an easement agreement that would need to be revised to reflect new boundaries if approved. Town Council can discuss the other areas requested to be encumbered with uses or structures that benefit the hotel building.

As a review the encroachments being requested include:
Temporary:

- soil nails under mountain village boulevard for shoring
- construction staging and crane swing

Permanent:

- plaza awnings – above grade
- sub surface improvements – below grade
- vehicular access – across OS-3BR2 for garage access and loading dock access
- utilities on OS-3A

Parking. Tiara has accommodated the original 48 public parking spaces within the garage area.

Public Benefits. Tiara has increased the public benefits package primarily by compensating the town for 551 square feet of land, and constructing all necessary new sidewalk along Mountain Village Boulevard, snow melting the sidewalk which will be continuous around the curve of Mountain Village Boulevard. Tiara has also agreed to pay for the snowmelt of town properties (sidewalks and plazas) and adjusted their landscape design in the village center areas to accommodate the town's uses and pedestrian and maintenance uses. Finally the original PUD only provided one employee apartment and Tiara has increased this to a total of 2 employee apartments and 18 employee dormitories.

Circulation and Construction Mitigation. The multitude of uses in such a small area is complicated. Through the traffic circulation study provided, the applicant seems to have demonstrated that all of these uses can happen concurrently. A formal traffic study was conducted and is provided for your review. Town engineers have reviewed the study and indicate that the plan as proposed for circulation can be accommodated with existing road infrastructure. As it relates to construction mitigation, the plans have been further refined and staff would continue to work with the applicant to ensure necessary concerns of the Town and neighboring properties are met. They have removed the permanent tower crane from their proposal. Refining the utility transition plan for uninterrupted utilities that serve the north village center area, will also be a critical piece of this project.

Engineering Comments. The revised utility plans are acceptable to Town staff as proposed. Prior to building permit, final engineered plans of all utility connections, plan and profile of access and sidewalks as well as engineered drawings of snowmelt systems will need to be reviewed and approved by staff and the town engineers. Access to snowmelt boilers needs to be better understood.

Pedestrian Paths. The town recognizes that significant plaza improvements are provided and considered public benefits as part of the original and amended PUD. Development of 109R is critical to filling in the North Village Center, establishing a primary pedestrian route from See Forever thru Westermere to the Village Pond Plaza and connecting to the Village Center. The stair access on the SE side of the project also helps circulate pedestrians through the North Village Center.

Lodge Units Lodge units have traditionally functioned as short term one-bedroom rental units in mixed use development in the Village Center. Due to securities law issues, requiring lodge units to operate as such is problematic, but the Hotel Covenant includes incentives for all owners to participate voluntarily.

The applicants agree that the lodge units will be incentivized to be in the rental pool by the provisions outlined in the development agreement and hotel covenant however it should be understood that the lodge units could be a person's primary residence.

Subdivision. If Town Council is not supportive of the modification of town owned land boundaries as part of the major subdivision application and proposed design, this should be discussed as part of the PUD review.

STAFF RECOMMENDED MOTION

After hearing testimony, review of the application and evaluating the criteria for review, Town Council can move to approve, deny, or continue the application. A motion for approval would be a motion to approve the ordinance on first reading, with the findings and conditions in the ordinance. A motion for denial would be a motion to approve the denial resolution. A motion to continue should continue the hearing to a date certain. If Council moves to approve either the ordinance or the resolution, Council has the option to add or delete conditions or findings or make other edits as part of the motion. Alternatively, during the discussion for any motion, Council may direct staff to add, delete, or revise certain findings, conditions, or contractual terms with updated language to be presented and considered at second reading but pass the ordinance "as is" on first reading in the meantime.

If Council moves to **approve** a first reading of an ordinance, staff requests the following additional findings and conditions to be incorporated between first and second readings.

Findings:

1. *Village Center Open Space if rezoned, does not require replacement open space pursuant to CDC Section 17.3.10*
2. *Town Council incorporate the DRB's recommended conditions of approval as part of this motion. To the extent there are duplicate conditions, duplications need not be repeated in the approvals.*
3. *Town Council incorporate the major subdivision approval and associated rezoning with conditions as part of this motion. To the extent there are duplicate conditions, duplications need not be repeated in the approvals.*
4. *The applicants have affirmed this is not a phased development.*

Conditions:

1. *Revise the public improvements exhibit to include the* Installation of a 4-way stop at the porte cochere and associated cost.
2. *The Design Plans provided to Town Council replace the DRB final design plans, as they have addressed conditions of approval and revised the plans.*
3. *All conditions of the DRB approvals are conditions of this PUD amendment.*
4. *In accordance with the Design Regulations, this approval does not allow any violation of the CDC or design regulations or imply any approval of any errors that may be contained in this application that violate the CDC and/or the Design Regulations.*
5. *The 50 hotel rooms and employee housing need to be constructed concurrent with the residential development pursuant to CDC Section.*
6. *Payment of public benefits fees must be paid at building permit issuance.*
7. *Address all town engineer concerns as stated in the referral comment letter from SGM dated May 26, 2023 and included in this packet and record.*

a. *Construction Mitigation conditions are included in the Ordinance additionally Construction mitigation plan review is required to begin six months prior to an anticipated building permit submittal.*

8. *All Public Improvements to be accepted to the Town shall be constructed by the Developer at its expense pursuant to plans and specifications approved by the Town Engineer, and the Developer shall provide financial guarantee to secure the construction and completion of such improvements based on engineering cost estimates to be approved by the Town Engineer. The procedures for providing and releasing security, inspection and acceptance of public dedications, and construction warranties shall be addressed in the Development Agreement and/or a supplement thereto to be executed prior to issuance of a building permit when final plans and specifications and cost estimates are complete. The town will accept improvements but will require the developer to construct, operate and maintain such improvements as outlined in the development agreement.*
9. *All representations of the Applicant, whether within the submittal or at the DRB or Town Council hearing or meetings from the December 1, 2022 DRB meeting, are conditions of this approval.*
10. *Any retaining walls necessary for proposed utilities on Lot OS-3J will have stone cladding to match existing See Forever hardscaping.*
11. *Prior to the recordation of the Ordinance approving the Extended Vested Property Rights and site-specific development plan, the Owner shall revise all documents to include the following statement: " Approval of this site-specific development plan may create a vested property right pursuant to C.R.S. § 24-68-101et seq. and subject to the Town of Mountain Village's Community Development Code."*
12. *[Additional conditions to be added based on DRB and Staff Recommendations as further refined by the Town Council.]*

SAMPLE APPROVAL MOTION

I move to approve an ordinance on first reading to approve a Fourth Major PUD amendment for Lot 109R and portions of OS-3BR-2, and approve a vested property right for a site-specific development plan, with the findings and conditions stated in the ordinance. I also direct staff to include the additional findings and conditions stated in the staff memo prior to the second reading. I also move to ask the town clerk to set a public hearing for September 20, 2023, for second reading.

ALTERNATIVE DENIAL MOTION

A denial resolution is found in the material. If Town Council chooses to deny the application findings that had been provided previously are stated in the denial resolution. Town Council can add or subtract findings as appropriate.

Denial. *I move to deny the application for a Fourth Major PUD amendment and to adopt the Resolution of denial with the findings and reasons stated in the resolution.*

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO, CONDITIONALLY APPROVING A MAJOR PLANNED UNIT DEVELOPMENT AMENDMENT FOR LOT 109R AND PORTIONS OF VILLAGE CENTER OPEN SPACE TO BE CONVEYED TO THE DEVELOPER

WHEREAS, Tiara Telluride, LLC ("Developer") is the owner of certain real property described as Lot 109R, Town of Mountain Village, Colorado, according to the plat recorded as Reception No. 416994 ("Lot 109R") and

WHEREAS, the Town of Mountain Village ("Town") is the owner of certain real property adjacent to Lot 109R described as open space parcel OS-3BR-2, according to the plat recorded as Reception No. 416994 (the "Town Property"); and

WHEREAS, the Developer has submitted an application to replat Lot 109R and the Town Property (the "Major Subdivision Application") for the purpose of a land exchange where the Town would convey portions of the Town Property described in Exhibit A to become part of Lot 109R (the "Contributed Town Property") and the Developer would convey portions of the current Lot 109R also described in Exhibit A to become part of the Town Property (the "Replacement Town Property") (Lot 109R and the Contributed Town Property as combined may be referred to herein as the "Property," and the Town Property and the Replacement Town Property combined may be referred to herein as the "Town Open Space Parcel"); and

WHEREAS, the purpose of this Ordinance is to act on the Developer's application for a Major Planned Unit Development ("PUD") Plan for the Property, and the Town Council will simultaneously be considering a separate ordinance concerning the required rezoning of the Replacement Town Property to bring the Replacement Town Property into the same zoning designation as the Town Property (the "Rezoning Ordinance"); and

WHEREAS, the Town Council will consider acting on the Major Subdivision Application by resolution to coincide with second reading of this Ordinance; and

WHEREAS, the Town previously approved a PUD Plan for Lot 109R by Resolution 2010-1208-31 (the "2010 PUD") and, in connection therewith, the Town and Developer's predecessor-owner of Lot 109R entered into a Development Agreement dated March 18, 2011, which was recorded as Reception No. 416997 (the "2011 Development Agreement"); and

WHEREAS, pursuant to Ordinance 2015-07, the Town approved a First Amendment to the 2011 Development Agreement extending vested rights relating to the 2010 PUD until December 8, 2020; and

WHEREAS, pursuant to Ordinance 2020-16, the Town approved a Second Amendment to the 2011 Development Agreement extending vested rights relating to the 2010 PUD until December 8, 2022; and

WHEREAS, pursuant to Ordinance 2022-10, the Town approved a Third Amendment to the 2011 Development Agreement extending vested rights relating to the 2010 PUD until September 8, 2023[1]; and

[1] Ordinance 2022-10 has been challenged in pending litigation. *See Scythian Ltd, et al. v. Town of Mountain Village, et al.*, Case No. 2022 CV 30045, San Miguel County District Court. If Ordinance 2022-10 is found by the court to be invalid, such a finding will not invalidate or otherwise affect the approval of this Ordinance. This Ordinance and the Amended and Restated Development Agreement will supersede the Third Amendment to the 2010 PUD and related

WHEREAS, the Developer has applied to the Town for approval of a Major Amendment to the 2010 PUD to include the Town Contributed Property and to make adjustments to design and other matters for the development of a mixed-use project consisting of hotel rooms, employee housing, public amenities including restaurants and a spa, along with commercial and retail space, underground parking garage, outdoor landscaped areas, plazas, and related improvements to be operated by a five-star luxury brand hotel operator (the "Project") as more particularly described in the application, which consists of the materials submitted to the Town and itemized on Exhibit B, plus all statements, representations, and additional documents of the Developer and its representatives (the "Major PUD Amendment Application") at the public hearings before the Design Review Board ("DRB") and Town Council, which are incorporated herein by reference; and

WHEREAS, the DRB held public hearings regarding the Major PUD Amendment Application on May 5, 2022 and May 31, 2022, and voted 3-1 to issue a recommendation of approval to the Town Council concerning the Application, subject to further consideration by the DRB for final design review and for its recommendation regarding the related Major Subdivision Application; and

WHEREAS, the Town Council considered this Ordinance on first reading at its regular meetings on June 16, 2022 and August 18, 2022, and consented to including the Contributed Town Property in the Developer's Major PUD Amendment Application and Major Subdivision Application, but voted to continue the matter to November 17, 2022 so as to allow the Developer time to submit the Major Subdivision Application and final design review materials; and

WHEREAS, the Town Council again considered this Ordinance on first reading at its regular meeting on November 17, 2022, but voted to continue the matter to January 19, 2023 so as to allow the DRB to conduct a further public meeting regarding final design review and the Major Subdivision Application before the Town Council would make a decision as to the Major PUD Amendment Application; and

WHEREAS, following a DRB meeting held on December 1, 2022, the DRB recommended to the Town Council approval of the Major PUD Amendment Application and the Major Subdivision Application, subject to conditions; and

WHEREAS, the design plans provided to Town Council replace plans considered by the DRB at its December 1, 2022 meeting with the intent to address the DRB final design plans, so long as it is also understood that all of the DRB conditions from December 1, 2022, still apply. Further, DBR review and approval may be required prior to building permit to the extent required by the CDC. The final DRB review has been provided as evidenced by the December, 1, 2022 meeting, and a re-review is not necessary; and

WHEREAS, at its January 19, 2023, regular meeting, the Town Council again considered this Ordinance on first reading, but voted 6-1 to direct Town staff to prepare a resolution denying the Major PUD Amendment Application to be considered at the March 16, 2023, regular meeting; and

WHEREAS, at its March 16, 2023, regular meeting, the Town Council voted to continue the matter to June 15, 2023 so as to allow the Developer to address outstanding issues with the Major PUD Amendment Application; and

WHEREAS, the Town Council has considered the Major PUD Amendment Application, the DRB's recommendations, and testimony and comments from the Developer, Town staff, and members of

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Third Amendment to the 2011 Development Agreement, thus rendering the approval of the third extension of vested rights moot.

the public at a public meeting on June 15, 2023, and voted to continue the matter for further consideration at its meeting regular meeting on August 17, 2023, at which time the Council further considered this matter including evidence presented at such meeting; and

WHEREAS, the Town Council has considered the criteria set forth in Section 17.4.12 of the Town's Community Development Code ("CDC") and finds that each of the following has been satisfied or will be satisfied upon compliance with the conditions of this Ordinance set forth below and in the Amended and Restated Development Agreement:

1. The proposed PUD is in general conformity with the policies, principles and standards set forth in the Comprehensive Plan. (Because the Major PUD Amendment Application was submitted before November 1, 2022, the 2011 version of the Comprehensive Plan applies);

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.

WHEREAS, the Town Council has considered the criteria set forth in CDC Section 17.4.17.D and finds that the submittal material and the proposed development substantially comply with the following vested property right review criteria:

1. 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;

2. The site-specific development plan is consistent with public health, safety and welfare;

3. The site-specific development plan provides for the construction and financing of improvements and facilities needed to support the proposed development;

4. The site-specific development plan meets the criteria for decision for concurrent, required development application(s); and

5. The proposed vested property right meets all applicable Town regulations and standards.

WHEREAS, the Town Council now desires to approve the Major PUD Amendment Application, with vested property rights, subject to the terms and conditions set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO, as follows:

Section 1. Recitals. The above recitals are hereby incorporated as findings of the Town Council in support of the enactment of this Ordinance.

Section 2. Approvals. The Town Council hereby approves the Major PUD Amendment Application, subject to the conditions set forth below ("Final PUD Approval"). The Town Council also approves the Amended and Restated Development Agreement, in the form attached hereto as Exhibit C (the "Amended and Restated Development Agreement"), which the Mayor and Town Clerk are authorized to sign on behalf of the Town. All exhibits to this Ordinance are available for inspection at the Town Clerk's Office. Further, subject to Condition #1 below and Developer's execution of the Amended and Restated Development Agreement, the Town Council authorizes conveyance of the Contributed Town Property to the Developer and agrees to accept the conveyance of the Replacement Town Property from the Developer. These approvals include the following variations from the presumptive standards in the CDC or from the 2010 PUD:

2.1. **Zoning and Density**. The Town Council approves the rezoning of and density for the Property as follows:

Table 1. Current Zoning and Density Under the 2010 PUD.

Type of Zoning Designation Unit	**Total Zoning Designation Units**	**Person Equivalent per Unit Type**	**Total Person Equivalents**
Efficiency Lodge	66	.5	33
Lodge	38	.75	28.5
Condominiums	20	3	60
Employee Apartments	1	3	3
Commercial	20,164 sq ft	0	0
Total			**124.5**

Table 2. Approved Zoning and Density for the Property.

Type of Zoning Designation Unit	**Total Zoning Designation Units**	**Person Equivalent per Unit Type**	**Total Person Equivalents**
Efficiency Lodge	50	.5	25
Lodge	31	.75	23.25
Condominiums	20	3	60
Employee Apartments	2	3	6
Employee Dormitory	18	1	18
Commercial	22,609 sq ft*		0
Total			**132.25**

* Commercial space will be memorialized in square footage on the final condominium map to be approved and recorded following construction as addressed in the separate resolution for the Major Subdivision Application.

a. *Rezone and Density Transfers*. To create the zoning and density in Table 2 above, the Developer will place the following density into the Town's Density Bank:

Table 3. Approved Density Bank Transfers.

Zoning Designations	**Person Equivalents**	**Total Number of Zoning Designation Type of Units to be Placed into Density Bank**	**Total Person Equivalents**
Efficiency Lodge	.5	16	8
Lodge	.75	7	5.25
Total Units and Person Equivalents	**N/A**	**23**	**13.25**

b. *Employee Housing Density*. At the request of the Developer, the Town will create the employee housing density needed for the Developer to provide an additional Employee Apartment and 18 Employee Dormitories. The Town will utilize the remainder of Town Density Certificate #27, a portion of which is already committed to the 161C-R Four Seasons project, with a small amount of density to be created by the Town called "Bonus Density," which will not count against the Town's density limitations.

Table 4. Approved Additional Employee Density.

Zoning Designations	**Person Equivalents**	**Total Number of Zoning Designation Types to be Created**	**Total Person Equivalents**
Employee Apartment	3	1	3
Employee Dormitory	1	18	18
Total Person Equivalents			**21**

Table 5. Approved Changes to Density Certificate #27.

Zoning Designation	**Person Equivalent**	**Number of Unit Types**	**Total Person Equivalents**
Employee Condominium	3	13	36
Employee Condominium Rezoned to Employee Apartment for 161C-RR Four Seasons	3	-9	-27
Employee Condominum Rezoned to Employee Dormitory for 109R	3	-4	-12

Total (Density Certificate #27 would be retired and voided)	**0**	**0**	**0**

Table 6. Approved Bonus Density.

Zoning Designation	**Person Equivalent**	**Number of Unit Types**	**Total Person Equivalents**
Employee Dormitory	1	6	6
Employee Apartment	3	1	3
Total	**N/A**	**7**	**9**

c. *Limited Modification of Employee Units or Hotel Covenant*. Notwithstanding the provisions of CDC Section 17.4.12(O)(2), the type, mix, or configuration of individual Employee Apartments and Employee Dormitories, only to the extent that such changes result in increases in density used at the Project or in changes to use designations, may be initiated by the owner of fee title to the Employee Housing Unit (defined in section 3.9(b) below), without any requirement that such change be initiated or joined by owners of fee title to at least 67% of the real property within the PUD or an individual or entity having the written permission of owners of fee title to at least 67% of the real property within the PUD, provided the Employee Housing Unit continues to be used for Employee Apartment, Employee Dormitory, and Employee Amenities (an "Employee Housing Unit PUD Amendment"). An Employee Housing Unit PUD Amendment cannot otherwise reduce the number of allocated parking spaces for deed restricted housing, as outlined below, and all other regulations still apply. An Employee Housing Unit PUD Amendment will be reviewed by the Town's planning division as a Class 1 Application, consistent with CDC Section 17.4.3(K)(1). Any proposed decrease in the number of employee units or changes in square footage will be reviewed as a Class 4 Application, consistent with CDC Section 17.4.3(K)(3). Similarly, any proposed amendment to the Hotel Covenant shall not require initiation or joinder by at least 67% of the owners as a prerequisite for submittal, but otherwise the type of application and procedures for such application to amend the Hotel Covenant shall be determined in accordance with the CDC.

2.2. **Parking**. The Town Council approves the parking requirements for the Property as follows:

Table 7. Approved Parking for the Property.

Parking	**Requirement per Type**	**Number of Units**	**Required**	**Provided**
Commercial Space	1 per 500 sq ft of high intensity use; 1 per 1,000 sq ft of low intensity use*	22,608 sq ft	29	29
Condo	1 per unit	20	20	20
Efficiency Lodge	.5 per unit	50	25	25
Lodge	.5 per unit	31	15.5	16
Public Parking	(48 per 2010 PUD)	48	48	48

Employee Dormitory	1 per unit	18	18**	18
Employee Apartment	1 per unit	2	2	2
HOA Maintenance Vehicles	1-5 spaces	1	1-5	1
Total			**158.5**	**159**

*The 2010 PUD only required one (1) parking space per 1,000 square feet of commercial space and did not calculate commercial parking per intensity of use, which, pursuant to the CDC, is one (1) parking space per 500 square feet of high intensity commercial use (e.g., restaurant versus an office). The Developer shall provide commercial parking pursuant to the CDC.
**The DRB established dormitory parking at one (1) space per Employee Dormitory at its May 31, 2022 meeting.

a. *Reduction in Total Parking Spaces*. In exchange for a payment of $100,000 for each space, the Developer may remove up to five (5) parking spaces at the Property from the total in Table 7 above; provided, however, that the spaces allocated for Public Parking, Employee Dormitory, and Employee Apartment are not affected. Any such payment-in-lieu must be made to the Town prior to issuance of building permit.

2.3. **Design Variations**. The Town Council approves variations to the CDC's Design Regulations for the Property as follows:

a. Roof form per CDC Section 17.5.6.C
b. Wall material – not meeting the required 25% stucco per CDC Section 17.5.6.E
c. Glazing – uninterrupted areas of glass that exceed 16 sq. ft. per CDC Section 17.5.6.G.5
d. Decks and balconies – long continuous bands per CDC Section 17.5.6.I
e. Commercial, ground level, and plaza areas – storefront design and color selection per CDC Section 17.5.15
f. Commercial, ground level, and plaza areas – ski locker private use on a Primary Pedestrian Route
g. Road and driveway – driveway grade

DRB Specific Approvals:
h. Materials – TPO membrane roof; metal fascia and soffit
i. Solar roof tiles in the Village Center
j. Road and driveway – two curb cuts
k. Tandem parking

2.4 **CDC Variations**. The Town Council approves variations to the CDC's general requirements as follows:

a. *Height*. The maximum height shall be 88 feet, 9 inches, and the maximum average height shall be 63.61 feet.
b. *Bonus Density*. The Town shall create Bonus Density pursuant to Table 6 above.
c. *PUD Amendments*. Notwithstanding CDC Section 17.4.12(O)(2), further amendments to the PUD Plan approved by this Ordinance, the impacts of which would apply to a specific unit or units or common elements allocated thereto (by way of example and not limitation, the Hotel Facilities Unit, Employee Housing Unit, a Commercial Unit or a Residential Condominium Unit, as such terms are defined in the Amended and Restated Development

Agreement) may be initiated by the owner or owners of the impacted unit or units without the prior written consent of 67% of all owners of units within the project (including condominium owners or the association); provided, however, all such owners within the project shall be provided written notice of any proposed amendments and the right to provide public comments, and no approvals are guaranteed.

d. *Encroachments*. The Town shall grant to the Developer easements for certain building overhangs and encroachments as provided in the Amended and Restated Development Agreement. Upon submittal of a building permit application, Town staff will evaluate any new encroachments and will have the ability to elevate such encroachments to the Town Council for a one-step review as a PUD amendment with a public notice requirement via a Class 5 Application.
e. *Conference Center*. The Developer agrees that the conference center proposed as part of the Project will be offered to the public at market rate.
f. *Garage Drive Aisle*. The garage drive aisle is reduced from 22 feet to 18 feet, subject to approval by the fire marshal per Code section 17.5.8(C)(3).
g. *Use of Active Open Space.* Permitted uses (parking, pedestrian paths, access, etc., as shown in the Final PUD Plans) in Active Open Space as shown on the Final PUD Plans are approved pursuant to the PUD and not the Conditional Use Process.
h. *Employee Housing Requirements*. The Employee Housing Covenant shall control over any conflicting provisions of the CDC.
i. *Condominium Hotel Regulations*.. The Hotel Covenant is approved. Section 17.6.3 of the CDC does not apply, but some of its current provisions have been expressly incorporated into the Hotel Covenant as contractual terms. Without limiting the foregoing, unit-owners' participation in the hotel management and marketing program shall be strongly encouraged but not mandated, and the use of lodge and efficiency lodge units as the primary residence of the owner shall not be prohibited.

Section 3. Conditions. The approval of the Major PUD Amendment Application is subject to the following terms and conditions:

3.1. The Town Council must separately approve the related Major Subdivision Application and Rezoning Ordinance, which respectively concern the re-subdivision of Lot 109R and replat of the Town Property to create the Contributed Town Property and the Replacement Town Property ("Property Replat"). If the amended subdivision plats are not approved within 90 days after second reading of this Ordinance, this Ordinance shall become null and void.

3.2. All conditions of approval of the Major Subdivision Application as set forth in Resolution 2023-__ ("Subdivision Approval") and as set forth on the Property Replat and in the DRB's final design review on December 1, 2022, are incorporated as conditions of this Final PUD Approval.

3.3. The land swap involving the Contributed Town Property and the Replacement Town Property must be completed as provided by the Amended and Restated Development Agreement.

3.3. The Town and Developer shall enter into the Amended and Restated Development Agreement, attached hereto as Exhibit C.

3.4. **Public Benefits**. The Developer agrees to provide the following as "Public Benefits," as that term is defined by the CDC:

Table 8. Public Benefits.

Item	Value
Onsite deed restricted housing an additional 1 employee apartment and 18 dormitory units that sleep up to 3 employees	$9,950,250
Mitigation Payment	$996,288
48 Public Parking Spaces	$4,800,000
50 dedicated hotel rooms	
5 star luxury hotel operator assured via the hotel covenant	
Furniture Package	
Hotel Operator and amenity space requirements	
Westermere Façade Improvements	$75,000
Shuttle service to the Montrose airport for hotel guests and employees	
Village Pond Improvements Payment	$250,000
Public Restroom	$154,781
Conference Room Space - use for the public at market rates	n/a
Public Access from Port Cochere to See Forever Plaza through the building (easement)	$75,000
Valet parking	n/a
Various easements (like the See Forever and town access to See Forever)	n/a
Additional 38 Lodge Units	n/a
SUBTOTAL	**$16,051,319**

In addition to the items listed above in Table 8, certain public improvements required to be constructed and dedicated to the Town under the 2010 PUD were considered to qualify as public benefits, which are noted as **"2010 Public Benefit"** in Table 10, below. Further, the Council finds certain additional public improvements listed under Table 10 may be considered as public benefits, and these items are noted as **"2023 Public Benefit"** in Table 10. Taken together, Council finds that these public benefits are adequate for purposes of CDC Section 17.4.12.

3.5. **Public Amenities**. The Developer agrees to provide the following public amenities:

Table 9. Approved Public Amenities.

Public Amenity	**Value**
Sustainability Fund committed to be spent locally (a Hotel Operator requirement)	.5% of gross profits (estimated at $350,000)
Silver LEED Certified (a Hotel Operator requirement)	$2,460,000

3.6. **Public Improvements**. The Developer agrees to provide the following "Public Improvements," as that term is defined by the CDC:

Table 10. Approved Public Improvements.

Item	**Value**	**Items Also Considered Public Benefits**
Plaza Improvements	$1,109,561	2010 Public Benefit
Relocated Trash Facility	$840,625	2010 Public Benefit
Fire Lane Improvements	$189,871	2010 Public Benefit
Village Pond Improvements Payment	$250,000	2023 Public Benefit
Snowmelting OS-3BR-2 for access and use	$382,575	
Repaving OS-3BR-2	$276,129	
"Village Center Improvements" that extend beyond the original boundary identified in the 2010 PUD	$829,219	
Stairway to OS-3BR-2	$150,000	2023 Public Benefit
Sidewalk from Shirana to Mountain Village Blvd.	$81,146	2023 Public Benefit

3.7. All Public Improvements to be conveyed or dedicated to the Town shall be constructed by the Developer at its expense pursuant to plans and specifications approved by the Town Engineer, and the Developer shall provide a letter of credit or other security, in a form subject to approval by the Town Attorney, to secure the construction and completion of such improvements based on engineering cost estimates to be approved by the Town Engineer. The procedures for providing and releasing security, inspection and acceptance of conveyance or public dedications, and construction warranties for the Public Improvements shall be addressed in the Amended and Restated Development Agreement and/or a supplement thereto to be executed prior to issuance of a building permit.

3.8. The 1997 Employee Housing Restriction outlined in Chapter 16.01 of the Code shall apply to the Employee Housing Unit with the following modifications as reflected in the form of deed restriction attached as an exhibit to the Amended and Restated Development Agreement:

a. The deed restriction cannot be lost in foreclosure (lender subordination may be required).
b. The 2 Employee Apartments and 18 Employee Dormitories shall be condominiumized as a single condominium unit (the "Employee Housing Unit") and cannot be rezoned or further diminished at without approval by the Town Council.
c. The deed restriction will not sunset in 50 years.

d. There will be no reduction in the number of dwelling units or committed floor area of 14,445 square feet, except that the floor area may vary between final design and building permit by 2%.

3.9. A deed restriction in substantially the same form as an exhibit to the Amended and Restated Development Agreement shall be recorded in the San Miguel County Clerk and Recorder contemporaneously with the recordation of the condominium map and prior to the issuance of any certificate of occupancy for the Project, and any prior lienholder must agree to subordinate to this deed restriction. In the event of any conflict between the Amended and Restated Development Agreement's exhibit and the recorded deed restrictions, the recorded version shall control.

3.10. The Employee Housing Unit must be constructed concurrently with the free-market portions of the Property.

3.11. The 50 Efficiency Lodge Units constructed as hotel rooms on the Property shall be condominiumized as a single condominium unit (the "Hotel Rooms Unit") and cannot be further condominiumized.

3.12. The Employee Housing Unit shall be owned by either the Owner (as defined in the Development Agreement), or an affiliate of the Owner, of the Hotel Facilities Unit, or the Hotel Operator (or both).

3.13. The Developer shall provide the Town with written confirmation of the five-star operator's commitment to operate and manage the hotel prior to building permit.

3.14. In the event that a five-star operator does not continue to operate and manage the hotel constructed on the Property, the Developer shall be required to process a Class 4 Application to amend this Final PUD Approval to allow for an operator with less than five stars.

3.15 The condominium regulations of CDC Section 17.6.3 do not strictly apply to the Project. Nevertheless, the Developer shall provide incentives for including Lodge Units in the rental pool per the Amended and Restated Development Agreement.

3.16. **Construction Mitigation**. The requirements of this Section 3.16 are in addition to all requirements of CDC Section 17.7.20. The Developer shall demonstrate it has consent from all nearby property owners or their representatives or associates for any direct impacts during construction, including any properties that will be used for construction access, staging, or storage or which will be underneath the overhead load area of any construction crane, if applicable, which may include the Town, Shirana, and Westermere. The Developer shall indemnify all such parties against any damage to such property and shall provide proof of adequate insurance coverage paid for by the Developer to protect such owners. A construction mitigation and communications plan shall be submitted to Town staff for approval in order to mitigate construction impacts in the Project area. The construction mitigation plan shall include such elements reasonably determined necessary by Town Staff to protect persons and property and the continued use and operation of other nearby businesses and residences that may be impacted as determined by staff. The plan shall address, without limitation, (a) details concerning the management and maintenance of the construction area including Town property and the See Forever walkway, (b) provisions to avoid any interruption of waste services to the Village Center, including continuous access to existing trash buildings; (c) a traffic control plan under which at least one (1) lane of traffic on Mountain Village Blvd. shall remain open at all times, (d) support to neighboring properties including a complimentary vehicle and driver to assist residents and business owners during times when the entrances to their parking structures are being

replaced and parking access is temporarily unavailable, (e) facilitating deliveries to merchants, and (f) such other requirements as Town Staff reasonably determines.

3.17. Shirana or Westermere shall have the right and ability to remove landscaping installed or maintained by the Developer or its successors on the Property or on the Town Open Space Parcel (if applicable) to the extent that such landscaping interferes with access from the plaza for maintenance to their buildings.

3.18. Upon submittal of a building permit application, Town staff will evaluate any new encroachments and will have the ability to elevate such encroachments to the Town Council for a one-step review as a PUD amendment with a public notice requirement via a Class 5 Application.

3.19. **Conditions of Building Permit**. Prior to issuance of any building permit, the Developer shall:

a. Provide and obtain staff approval of the construction mitigation plan required by Section 3.16, above.
b. Comply with all conditions of building permit established by the DRB.
c. Relocation of EV installed, EV ready and EV capable parking spaces as close to garage entry as reasonably possible given engineering limitations relating to the provision of power to charging stations and also pursuant to the Fire Marshall's request.
d. Other conditions as set forth in the Amended and Restated Development Agreement.
e. Other conditions pursuant to the applicable building codes.

3.20. **Conditions of Certificate of Occupancy**. Prior to issuance of any certificate of occupancy, the Developer shall:

a. Repave the surface of Mountain Village Blvd. adjacent to the Project to the satisfaction of the Town.
b. Complete the required Westermere Façade Improvements consistent with the Amended and Restated Development Agreement and to the satisfaction of the Town.
c. Coordinate a civic wayfinding program with Town staff.
d. Enter into any necessary easement or encroachment agreements with the Town, as determined by the Town Attorney.
e. Receive Town approval of a Class 3 Application, Sign Plan.
f. Completion and acceptance by the Town of all Public Improvements in accordance with the Amended and Restated Development Agreement.
g. Other conditions as required by the DRB or as stated in the Amended and Restated Development Agreement.

3.21. As soon as practicable and prior to the recordation of the condominium documents, Town staff will designate a new Primary Pedestrian Route through this project and update the relevant Appendix 3-1, along with the Appendix 8-1 Village Center Emergency Access Routes in the CDC accordingly.

3.22. 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.

3.23. A monumented land survey of the footers will be provided prior to pouring concrete to determine there are no additional encroachments into the setbacks or across Property lines.

3.24. 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.

3.25. Prior to the Town's building division conducting the required framing inspection, a four-foot (4') by eight-foot (8') materials board will be erected on site consistent with this Final PUD 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 any other approved exterior materials.

3.26. It is incumbent upon the Developer to understand whether above-grade utilities and Town infrastructure (e.g., fire hydrants and electric utility boxes), whether placed in the right of way or general easement, are placed in an area that may encumber access to the Property. Any relocation of such above-grade infrastructure appurtenances will occur at the Developer's sole expense and in coordination with the appropriate entity (e.g., fire department, SMPA, and/or the Town) so that the relocated position is satisfactory and in compliance with applicable regulations.

3.27. The Replat, which is subject to ministerial edits by Town Staff prior to recordation, shall depict the See Forever easement.

3.28. All representations of the Developer, whether within the Major PUD Amendment Application submittal materials or at the DRB or Town Council public hearings from and after the December 1, 2022, DRB meeting are conditions of this Final PUD Approval.

3.29. Conditions of the DRB's final approval from December 1, 2022, that are not explicitly stated herein.

3.30. [Additional conditions based on staff recommendations as further refined by Town Council.]

Section 4. Severability. If any portion of this Ordinance is found to be void or ineffective, it shall be deemed severed from this Ordinance and the remaining provisions shall remain valid and in full force and effect.

Section 5. Effective Date. This Ordinance shall become effective on _____, 2023 ("Effective Date") and shall be recorded in the official records of the Town kept for that purpose and shall be authenticated by the signatures of the Mayor and the Town Clerk.

Section 6. Public Hearing. A public hearing on this Ordinance was held on the 26th day of June, 2023 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado 81435.

Section 7. Vested Rights. This Final PUD Approval constitutes a vested property right and site-specific development plan pursuant to Code Section 17.4.17.E.5. Additional details concerning the scope and duration of the vested rights granted by this Ordinance are set forth in the Amended and Restated Development Agreement. Pursuant to CDC Section 17.4.17.E.5, Town Council finds a longer vesting period is appropriate based on the scale of the development application. Pursuant to CDC Section 17.4.17.E.4, at the Developer's expense, the Town Clerk or Deputy Town Clerk shall publish notice of the vested property rights.

Section 8. Recordation. This Ordinance shall be recorded with the San Miguel County Clerk and Recorder contemporaneously with the recordation of the Property Replat and the Amended and Restated Development Agreement.

Section 9. Publication. The Town Clerk or Deputy Town Clerk shall post and publish notice of this Ordinance as required by Article V, Section 5.9 of the Charter.

INTRODUCED, READ, AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado this 17th day of August, 2023.

TOWN OF MOUNTAIN VILLAGE:

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

By: _____
Martinique Prohaska, Mayor

ATTEST:

_____
Susan Johnston, Town Clerk

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this _____, 2023.

TOWN OF MOUNTAIN VILLAGE:

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

By: _____
Martinique Prohaska, Mayor

ATTEST:

_____
Susan Johnston, Town Clerk

Approved as to Form:

_____
David McConaughy, Town Attorney

I, Susan Johnston, 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. 2023-__ (“Ordinance") is a true, correct, and complete copy thereof.

2. The Ordinance was introduced, read by title, approved on first reading 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 August 17, 2023, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	“Yes”	“No”	Absent	Abstain

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 _____, 202__ in accordance with Section 5.2(d) 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 26, 2023. 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

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 ___ day of _____, 2023.

_____
Susan Johnston, Town Clerk
(SEAL)

Exhibit A

[Legal Descriptions of Town Contributed Property and Replacement Town Property]

Exhibit B

[List of Major PUD Amendment Application Materials]

Exhibit C

[Amended and Restated Development Agreement]

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

Lot 109R2, Town of Mountain Village, Planned Unit Development

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("**Agreement**"), dated and made effective as of _____, 2023 ("**Effective Date**"), is entered into by and between the Town of Mountain Village, a Colorado home rule municipality ("**Town**"), and Tiara Telluride, LLC, a Colorado limited liability company ("**Developer**"). Town and Developer 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 CDC (defined below). In addition, the following terms shall have the meanings for them set forth below ("**Definitions**"). Each of the Definitions: (a) form a portion of the basis of this Agreement; and (b) are incorporated in this Agreement.

A. "**Act**" or "**CCIOA**" shall mean the Colorado Common Interest Ownership Act, Colorado Revised Statutes 38-33.3-101 through 38-33.3-402, as amended and supplemented from time to time, or any successor legislation to these statutes.

B. "**Affiliate**" means with respect to any specified Person, any other Person controlling, controlled by or under common control with such Person. For the purposes of this definition, "control" means the power to direct the management and policies of a Person, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

C. "**Application**" shall collectively mean the various land use applications including the Major PUD Amendment Application and the Major Subdivision Application, as those terms are defined in the Town Council Approval Ordinance, as well as plans, drawings, specifications, narratives, reports, studies and other materials prepared by Developer and submitted to the Town, plus all statements and representations of Developer and its representatives at the public hearings before the DRB and Town Council, but only including such hearings occurring after the DRB meeting of December 1, 2022, concerning the development of the Project on the Property.

D. "**Business Day**" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of Colorado are authorized or required by law or other governmental action to close.

E. "**CDC**" or "**Community Development Code**" shall mean the Mountain Village Municipal Code Title 17 Community Development Code, adopted by the Town of Mountain Village.

F. "**Charter**" means the Town of Mountain Village Home Rule Charter, as amended.

G. "**CCIOA Condominium Unit**" shall mean a Unit Owner's fee simple interest in and to an Individual Airspace Unit, together with an undivided interest in the Common Elements appurtenant to the Individual Airspace Unit, together with an undivided interest in the Common Elements appurtenant to the Individual Airspace Unit and shall include the Hotel Facilities Unit, Residential Condominium Units, Employee Housing Unit, and Commercial Condominium Units

H. "**Code**" shall mean the Mountain Village Municipal Code, inclusive of the CDC, as amended.

I. "**Commercial Condominium Units**" shall mean each of those particular CCIOA Condominium Units specifically designed for commercial uses by the Project Condominium Documents and the Town Approvals.

J. "**Common Elements**" shall mean the common elements, including any limited common elements formed in the Project Condominium and designated as such pursuant to the Project Condominium Documents.

K. "**Contributed Town Property**" shall have the meaning for such term set forth in Section 4.1 and shall mean and refer to the property which the Town agreed to allow Developer to include in the Replat and incorporate into the Property and the Project.

L. "**Design Regulations**" shall mean the Mountain Village Design Regulations adopted by the Town, as amended through the Effective Date, set forth in Section 17.5 of the CDC, as amended through the Effective Date.

M. "**Developer**" shall mean Tiara Telluride, LLC, a Colorado limited liability company and its successors and assigns.

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

O. "**Efficiency Lodge Units**" shall mean each of those Hotel Rooms included in the Project that are zoned and designated as an Efficiency Lodge Unit (as defined in the CDC) in the Town Approvals. Each of the Efficiency Lodge Units in the Project will be Hotel Rooms and all will be included in the Hotel Facilities Unit.

P. "**Employee Apartment**" shall mean each of those two (2) Employee Apartments included in the Project that are zoned and designated as an Employee Apartment (as defined in the CDC) in the Town Approvals. The Employee Apartments are not Residential Condominium Units.

Q. "**Employee Dorm**" shall mean each of those eighteen (18) Employee Dorms included in the Project that are zoned and designated as Employee Dormitory (as defined in the CDC) in the Town Approvals. Each Employee Dorm may contain up to three (3) individual beds. The Employee Dorms are not Residential Condominium Units.

R. "**Employee Housing Restriction**" shall mean that certain Employee Housing Restriction attached to this Agreement as Exhibit "D," which shall be recorded in the Official

Records as an encumbrance on the Employee Housing Unit concurrently with the Project Condominium Declaration and Condominium Map.

S. "**Employee Housing Unit**" means the Employee Apartments, the Employee Dorms and associated Employee Amenities that are necessary for operation of the employee housing in the Project. The Employee Housing Unit will be condominiumized pursuant to the Project Condominium Documents as one CCIOA Condominium Unit and encumbered by the Employee Housing Restriction.

T. "**Final Approval**" shall have the meaning for such term set forth in Section 10.5.

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

V. "**Furniture Package**" shall mean those certain standard furnishing packages specified by Developer (and upon creation of the Condominium Project, by the Owner of the Hotel Facilities Unit) and the Hotel Operator pursuant to the Hotel Covenant for the Hotel Rooms and other Residential Condominium Units (exclusive of the Unrestricted Condominium Units).

W. "**Hotel Covenant**" shall mean that certain Amended and Restated Declaration of Covenants and Restrictions (Hotel Operator and Hotel Amenities, Facilities and Services Covenant) recorded concurrently with this Agreement in the Official Records.

X. "**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 condominiumized pursuant to the Project Condominium Documents as one CCIOA Condominium Unit which may be owned by one entity that may change from time-to-time.

Y. "**Hotel Guests**" shall mean those persons who are staying in any of the Hotel Rooms or any of the other Residential Condominium Units for short-term accommodation (less than 30 consecutive days) usage purposes as part of the Rental Management Program.

Z. "**Hotel Operator**" means the company initially retained by the Developer and approved by the Town in the manner provided for in this Agreement to operate and manage the Hotel Facilities Unit.

AA. "**Hotel Rooms**" means each and all of those fifty (50) Efficiency Lodge Units located in the Project. Each and all of the Efficiency Lodge Units in the Project will be owned, operated, designated and dedicated only for use and occupancy for short-term accommodation (less than 30 consecutive days) by Hotel Guests in the Rental Management Program. The Efficiency Lodge Units will 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.

BB. "**Individual Airspace Unit**" means that portion of a CCIOA Condominium Unit designated for separate ownership by a Unit Owner as depicted on the Condominium Map included within the Project Condominium Documents.

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

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

EE. "**Owner**" shall mean the owner of the Property. Upon recordation of the Project Condominium Documents "Owner" shall mean and refer to each of the Unit Owners of the Condominium Units created thereby.

FF. "**Person**" shall mean any individual, corporation, partnership, limited liability company, limited liability partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

GG. "**Project**" shall mean the development of a certain mixed-use hotel, residential condominium and commercial project on the Property in accordance with the Town Approvals. The Project shall consist of: a minimum of the fifty (50) Hotel Rooms zoned Efficiency Lodge Units to be operated 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; thirty-one (31) Lodge Units; twenty (20) Unrestricted Condominium Units; approximately 22,609 sq. ft. of commercial space; and two (2) Employee Apartments and eighteen (18) Employee Dorms to be owned and operated as part of the Employee Housing Unit and subjected to the Employee Housing Restriction, each as shown on the Final PUD Plans.

HH. "**Project Association**" shall mean the non-profit corporation formed to manage the Project Condominium as contemplated by the Project Condominium Documents.

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

JJ. "**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.

KK. "**Project Operational Standards**" means the standards for operating the Project as determined by the Hotel Operator, in consultation with the Developer (and upon creation of the Condominium Project, by the Owner of the Hotel Facilities Unit) 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 from time to time 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, updating 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 seasonally given due consideration to winter periods, summer periods and shoulder seasons between winter and summer periods.

LL. "**Property**" shall mean Lot 109R2, Town of Mountain Village, San Miguel County, Colorado according to the Replat.

MM. "**Rental Management Program**" means the rental management and accommodations styled program operated in the Project by the Hotel Operator consisting of the Hotel Rooms and those Residential Condominium Units the Unit Owners of which have elected to participate in the Rental Management Program.

NN. "**Replacement Town Property**" shall have the meaning for such term set forth in Section 4.1 and shall mean and refer to the property to be transferred and conveyed to the Town by the Developer pursuant to the terms and conditions of this Agreement.

OO. "**Replat**" shall mean that certain Replat entitled "Replat of Lot 109R and Tract _____" recorded *[concurrently with this Agreement] [or] [on _____, 2022 in Plat Book ____, Page _____, Reception No. _____ in the Official Records]*, establishing the boundaries of the Property.

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

QQ. "**Rezone**" shall mean the rezoning of the Property to PUD pursuant to the Town Council Approval Ordinance.

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

SS. "**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 a major PUD amendment, variations/waivers, Replat, Rezone, the transfer of density to the Town density bank and creation of bonus density for workforce housing 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 Ordinance, the Hotel Covenant, the Replat, and this Agreement.

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

UU. "**Town Council Approval Ordinance**" shall mean Ordinance No. _____ adopted by the Town Council, approving the Major PUD Amendment and Conveyance of Portions of Village Center for the Project, which was recorded on _____, 2023 at Reception No. _____ in the Official Records.

VV. "**Town Enforceable Restriction**" shall mean those provisions established in the this Agreement and incorporated by reference into the Hotel Covenant and the Project Condominium Documents that run to the benefit of the Town and may be specifically enforced by the Town and may not be modified without the prior written consent of the Town.

WW. "**Town Engineer**" shall mean an outside consultant hired by the Town or such other member of Town Staff designated by the Town Manager to perform such function.

XX. "**Town/Developer Land Exchange**" means the transfer and conveyance of the Contributed Town Property by the Town to Developer in exchange for the transfer and conveyance of the Replacement Town Property and the payment of the Venting Parcel Purchase Price by the Developer to the Town in accordance with the terms and conditions of this Agreement.

YY. "**Town Open Space Parcel**" means Tract OS-3BR__of the Replat.

ZZ. "**Unit Owners**" shall mean the respective owners, whether one or more persons, of fee simple title to each of the CCIOA Condominium Units.

AAA. "**Unrestricted Condominium Units**" shall mean each of those Residential Condominium Units included in the Project that are zoned and designated as a "Condominium" (within the meaning of CDC Section 17.8.1, which refers to a "zoning designation that means multifamily dwellings located in condominium community") 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. Developer is the current, fee simple owner of Lot 109R ("**Lot 109R**"), Town of Mountain Village, San Miguel County, Colorado according to the "**2011 Replat**" recorded on March 18, 2011, in Plat Book 1, Page 4455 at Reception No. 416994 in the Official Records. Tract OS-3BR-2, owned by the Town, was also platted on the 2011 Replat ("**Tract OS-3BR-2**"). **[NOTE TO DRAFT – REVISE IF NECESSARY BASED ON ORDER OF RECORDING PLATS WITH 161 CR]**

B. In 2010 the Town Council approved a PUD development for a project on Lot 109R (the "**2010 Lot 109R PUD**") by Resolution 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, recorded in the Official Records on December 10, 2010 under Reception No. 415339 (the "**2010 PUD Approval**"). In connection with the 2010 PUD Approval, the then owner of Lot 109R, MV Colorado Development Partners, LLC, a Texas limited liability company ("**Original Developer**") entered into a Development

Agreement for Lot 109R, which was recorded in the Official Records on March 18, 2011 under Reception No. 415339 (as amended, the "**2011 Development Agreement**"). As required by the 2010 PUD Approval and 2011 Development Agreement, the Original Developer also made and entered into that certain Declaration of Covenants and Restrictions (Hotel Operator and Hotel Amenities, Facilities and Services Covenant) recorded March 18, 2011 at Reception No. 416998 in the Official Records (the "**2011 Hotel Covenant**").

C. The vested property right created by the 2010 Lot 109R PUD was subsequently extended for a period of five (5) years, expiring December 8, 2020, pursuant to Ordinance No. 2015-07 recorded in the Official Records on August 5, 2015 under Reception No. 438753 and First Vesting Period Extension Ordinance by First Amendment to Development Agreement recorded in the Clerk's Office August 5, 2015 under Reception No. 438754. Such vested property right was further extended for an additional period of two (2) years, expiring December 8, 2022, pursuant to Ordinance No. 2020-16 recorded in the Official Records on December 21, 2020 under Reception No. 467309 and Second Amendment to Development Agreement recorded in the Official Records December 21, 2020 under Reception No. 467310. The vested property right was further extended for an additional period of nine (9) months, expiring September 8, 2023, pursuant to Ordinance No. 2022-10 recorded in the Official Records on October 25, 2022 under Reception No. 478297 and Third Amendment to Development Agreement recorded in the Clerk's Office on October 25, 2022 under Reception No. 478928.

D. Developer 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 CDC and Design Regulations.

E. The Town authorized Developer 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 Developer has transferred and conveyed the Replacement Town Property in the manner and timeframe required by this Agreement.

F. Consistent with CDC Section 17.3.10, Platted Open Space Requirements, replacement open space is not necessary as it relates to replatting portions of town owned village center open space for the purposes of this Application.

G. Nothing contained herein is intended to establish any joint venture between Developer and Town with respect to the ownership, operation, management and development of the Project.

H. At a duly noticed and conducted public hearing on December 1, 2022, the DRB recommended to the Town Council that the Application be approved with conditions.

I. At a duly noticed and conducted public hearing on June 16, 2022, the Town Council considered the Application and continued the matter to August 18, 2022, November 17, 2022, January 19, 2023, March 16, 2023, June 15, 2023 and August 17, 2023, at which the Town Council passed an ordinance on first reading conditionally approving the Application and set a hearing for second reading.

J. At a duly noticed and conducted public hearing on _____, 2023, the Town Council held the second reading with respect to the Town Approvals and conditionally approved the Application and this Agreement.

K. The public hearings referred to above were proceeded by public notice of such hearing as required by CDC Section 17.4.4(I)(2)(c).

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

M. Subject to Developer's compliance with the conditions of the Town Approvals including but not limited to this Agreement, Developer has now met all requirements for: (1) approval of the Application; and (2) final approval for the components of the Application relating to the Replat, the transfer of density to the Town density bank and creation of bonus density for workforce housing, and variations/waivers.

N. The Town and Developer intend that this Agreement shall amend and restate and supersede and replace in its entirety the 2011 Development Agreement.

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 Developer and the mutual obligations and promises set forth below, the receipt and sufficiency of which consideration is hereby acknowledged, the Town and Developer covenant and agree as follows:

1. **General**. The purpose of this Agreement is to set forth terms and conditions to be met by Developer in connection with developing the Property in accordance with the Town Approvals. All terms and conditions contained herein are in addition to all terms and conditions in the Town Approvals, the Code, and applicable state and federal statutes. This Agreement amends and restates and supersedes and replaces in its entirety the 2011 Development Agreement. Where this Agreement does not address a specific development standard or requirement of the Town, the provisions of the Code 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 Code. In all cases, the provisions of the Charter shall supersede the provisions of the Agreement.

2. **Representations**. Developer shall comply with all representations made by Developer or its agents or representatives at the public meetings and hearings before the DRB and Town Council regarding the Application since the December 1, 2022, DRB meeting.

3. **Recordation**. The Replat, Hotel Covenant, this Agreement and the Employee Housing Restriction shall be recorded, at Developer's expense, in the Official Records and shall run with the Property. The Replat shall be recorded simultaneous with, but immediately prior to, this Agreement. This Agreement shall be incorporated by reference on the Replat. The Employee Housing Restriction shall be recorded concurrently with the Condominium Declaration and

Condominium Map. The Final PUD Plans shall be filed of record with the Town of Mountain Village Community Development Department. The order of recordation of all documents necessary to effectuate the Town Approvals and this Agreement shall be reaffirmed with any necessary adjustments to be approved on a staff level pursuant to Section 14, below.

4. <u>Town/Developer Land Exchange</u>.

4.1. Pursuant to the Town Approvals, Developer shall convey certain portions of Lot 109R to the Town and the Town shall convey certain portions of Tract OS-3BR-____ to Developer, the resulting parcels being the Property and the Town Open Space Parcel. The property to be conveyed by Developer to the Town is referred to in this Agreement as the "**Replacement Town Property**." The Replacement Town Property includes both (a) those portions of Lot 109R immediately adjacent to Tract OS-3BR-__being incorporated by the Replat into and made a part of the Town Open Space Parcel, and (b) that portion of Lot 109R being approximately 81 square feet in size and identified on the Replat as "ROW Tract" (the "**ROW Tract**").The property to be conveyed by the Town to Developer is referred to in this Agreement as the "**Contributed Town Property**." The Contributed Town Property includes the Venting Parcel (defined below). The parties acknowledge and agree that the Replat describes and depicts (a) the Property (being Lot 109R as supplemented by the Contributed Town Property and exclusive of the Replacement Town Property); (b) the Town Open Space Parcel (being Tract OS-3BR-2 as supplemented by the Replacement Town Property (exclusive of the ROW Tract) and exclusive of the Contributed Town Property; and (c) the ROW Tract.

4.2. <u>Town/Developer Land Exchange</u>.

4.2.1 For and in consideration of a one-time payment in the amount of $106,894.00 (the "**Venting Parcel Purchase Price**"), pursuant to the Town Approvals, the Town shall sell and convey to Developer, and Developer shall purchase from the Town, that portion of the Contributed Town Property being approximately 551 square feet in size located on the west end of Lot 109R and referred to in this Agreement as the "**Venting Parcel**." The cost per square foot of land equates to $194 per square foot for purposes of this transaction.

4.2.2 The exchange of the Contributed Town Property and the Replacement Town Property shall occur simultaneously with the recordation of the Replat.

4.2.3 At the closing of the exchange of the Contributed Town Property and the Replacement Town Property ("**Town/Developer Land Exchange Closing**"), the Parties shall proceed as follows:

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

B. In order to effectuate the conveyances of the Replacement Town Property and Contributed Town Property, at the closing of the land exchange:

i. Developer will convey to the Town by bargain and sale deed all its right, title and interest in and to Tract OS-3BR-__and the ROW Tract, which conveyance shall be made free and clear of all monetary liens and encumbrances other than taxes

for the year 2023, a lien not yet due and payable, and subject only to those exceptions accepted by the Town in a current commitment for title insurance to be obtained from the Title Company at Developer's sole cost and expense. Such commitment shall be for (x) the whole of the Town Open Space Parcel, and (y) the ROW Tract.

ii. The Town will convey to Developer by bargain and sale deed all its right, title and interest in and to the Property, which conveyance shall be made free and clear of all monetary liens and encumbrances and subject only to those exceptions accepted by the Developer in a current commitment for title insurance to be obtained from the Title Company at Developer's sole cost and expense. The Town will cooperate and assist Developer in seeking to modify, amend or delete a title exception for which Developer reasonably objects. Such commitment shall be for the whole of the Property.

C. Developer shall pay to the Town the Venting Parcel Purchase Price in immediately available funds.

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

E. To the extent applicable and required, Developer shall pay any Real Estate Transfer Assessments (**RETA**), if any, that may arise in connection with the Town/Developer Land Exchange.

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/Developer Land Exchange.

4.2.4 The Parties acknowledge and agree that, other than the Venting Parcel Purchase Price, no consideration is due and owing for the completion of the Town/Developer Land Exchange.

5. **<u>Public Benefits</u>**. Pursuant to the Town Approvals, Developer shall provide the following "**Public Benefits**":

5.1. <u>Hot Beds</u>. In order to achieve the community purpose relating to the creation of "hot beds" in the Project, Developer agrees as follows:

A. <u>Provision of Dedicated Hotel Rooms</u>. In accordance with the Hotel Covenant, Developer shall provide fifty (50) 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.

B. Retention of a Hotel Operator. Developer expressly agrees that the continued operation of the Project by a five-star luxury brand hotel operator ("**Hotel Operator**") for the life of the Project is an essential requirement of the Town Approvals and this Agreement. 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: Six Senses, 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, Developer shall provide the Town with written confirmation from Six Senses (or an equivalent Hotel Operator, subject to Town approval) of its commitment to operate the Project. Should Six Senses, or an equivalent Hotel Operator as approved by the Town, discontinue operation of the Project at any time thereafter, Developer or, if the Project Condominium Documents have been recorded, the Owner of the Hotel Facilities Unit, shall immediately find a similar five-star luxury brand Hotel Operator, subject to approval by the Town. In the event Developer or the Owner of the Hotel Facilities Unit, as applicable, is unable to contract with a five-star luxury brand Hotel Operator consistent with this Agreement, such party must apply to the Town for an amendment to the Final PUD Plans via a Class 4 Application under the CDC for approval of an operator with fewer than five stars.

The Town agrees and acknowledges that the Condominium-Hotel Regulations set forth in Section 17.6.3 of the CDC do not apply to the Project because the subject property is not designated as a flag hotel site as described in CDC Section 17.6.3(B). Nevertheless, any application to change the Hotel Operator shall be reviewed by the Town under the standards set forth in CDC Section 17.6.3(D)(2). To the extent, if any, that such standards expressly conflict with the terms of the Town Approvals (including this Agreement), the latter shall control.

C. Hotel Operator and Hotel Amenities, Facilities and Services Covenant. The Owner of the Hotel Facilities Unit 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 Hotel Rooms and Residential Condominium Units participating in the Rental Management Program in accordance with the Hotel Covenant.

D. Rental Management Program. The Hotel Operator will manage and operate the Rental Management Program in accordance with the Hotel Covenant. All of the Hotel Rooms must be included in the Rental Management Program. Developer shall provide incentives to Owners of Lodge Units to include the Lodge Units in the Rental Management Program as set forth in the Hotel Covenant. Nothing herein is intended to require or obligate Unit Owners to place their Residential Condominium Units in the Rental Management Program provided that the Project Condominium Documents and the Hotel Management Agreement as well

as the Hotel Operator, Declarant and Project Association must allow each of the Unit Owners of Residential Condominium Units to do so subject to continuing compliance with the Unit Rental Agreement. Developer and Hotel Operator shall provide the Unit Rental Agreement and final Hotel Covenant and any modifications or amendments, in each with proprietary and business terms redacted, to the Town for review and approval 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 thirty (30) days of receipt of the Rental Management Program documents and any modifications or amendments and if no notice is timely received, such documents shall be deemed acceptable.

E. Standard Furnishing Package for All Lodge and Efficiency Lodge Units. Pursuant to the Hotel Covenant, Developer (and after the Project Condominium Documents are recorded the Owner of the Hotel Facilities Unit), in consultation with the Hotel Operator, will establish uniform Furniture Packages that will be provided for each of the Hotel Rooms and Residential Condominium Units (exclusive of the Unrestricted Condominium Units) and will abide by the applicable terms and provisions of the Hotel Covenant.

5.1.2 Cash Payment. In accordance with the Town Approvals, Developer shall 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.

5.1.3 Employee Mitigation. Developer agrees and acknowledges that the Property is subject to Chapter 16.01 of the Code, the Town of Mountain Village Employee Housing Restriction Chapter 16.01("Chapter 16.01"). Notwithstanding the provisions of Chapter 16.02 of the Code, regarding the 2006 Affordable Housing Restriction, that Chapter shall not apply to the Property. To the extent of any conflict between Chapter 16.01 and this Agreement (including the form of Employee Housing Restriction attached as Exhibit D), this Agreement shall control. On the second anniversary of the initial Certificate of Occupancy for the Project: (a) the Owner of the Hotel Facilities Unit will (or will cause the Hotel Operator to) provide a certified statement indicating the actual number of full-time equivalent employees for the operation of the Hotel Facilities Unit and the Rental Management Program; and (b) the Project Association will provide a certified statement indicating the actual number of full-time equivalent employees for the operation of the Project Condominium; provided, however, that there shall be no double counting of employees involved in both the operation of the Hotel Facilities Unit and the Rental Management Program and those involved in the Project Condominium. As an alternative to two separate statements, a consolidated statement may be provided by a Person authorized to provide such statement on behalf of both Persons. 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. Each of the (x) Owner of the Hotel Facilities Unit (or the Hotel Operator) and (y) the Project Association will elect, in its sole discretion, to either: (a) pay the Town a one-time payment in the total amount equal to the sum of $4,018.52 ("**One Time Payment**") per full time equivalent employee averaged over the two (2) year period from the initial Certificate of Occupancy for the Project which is in excess of the ninety (90) full-time equivalent employees estimated by the Developer; 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 (2) year period from the initial Certificate of Occupancy for the Project

which is in excess of the ninety (90) full-time equivalent employees estimated by the Owner. For purposes of the foregoing, the ninety (90) full-time equivalent employees will be prorated between the Owner of the Hotel Facilities Unit (or the Hotel Operator) and the Project Association based on the total number of fulltime equivalent employees employed by each divided by the total number of full-time equivalent employees employed by both collectively. The One Time Payment shall be due on the date that is the thirty (30) month anniversary of the initial Certificate of Occupancy for the Project. Subject to the requirements of this Section 5.1.3 above and the provisions of Section 5.1.4 below regarding the Employee Housing Unit, neither the Developer, the Owner of the Hotel Facilities Unit (or the Hotel Operator) nor the Project Association will be 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. The obligations under this Section to make the One Time Payment or build additional employee housing shall be in addition to the obligation of Developer to make the Cash Payment pursuant to Section 5.1.2 above. In the event that the certified statement or statements indicate that the Project is employing less than the anticipated ninety (90) full-time equivalent employees, the Town shall not be required to refund any portion of the One Time Payment or Mitigation Payment to either payor.

5.1.4 Employee Housing Unit.

A. The Project will include an Employee Housing Unit, no less than 14,455 square feet in size, consisting of two (2) Employee Apartments, 18 Employee Dorms each consisting of no more than three (3) beds, and employee amenities for the use of employee residents of the Project, such as shared kitchen and recreational facilities and a laundry ("**Employee Amenities**"), and generally consistent with the location and area designated in the Final PUD Plans. The Employee Housing Unit will be subject to the Employee Housing Restriction limiting the use of such Individual Airspace Unit as described in the immediately preceding sentence and including other requirements, restrictions and rights as more specifically set forth in the CDC and the Employee Housing Restriction. The approximate total square footage can vary within a 2% range between final approval and the building permit submittal to account for design to construction design anomalies so long as there are no changes to the number of employee units provided.

B. The Employee Housing Unit shall be owned by either the Owner, or an Affiliate of the Owner, of the Hotel Facilities Unit or the Hotel Operator (or both).

5.1.5 Public Restrooms. Developer shall construct and make available, and, upon creation of the Condominium Project the Project Association will make available, to the general public, for at least sixteen (16) hours per day, three hundred sixty-five (365) days per year, restrooms in the Project reflected in the Final PUD Plans as public restrooms that are accessible from the plaza, without cost to the Town. During peak seasons, the restroom will be open not later than 7 AM. The Project Association will install directional signage for the bathroom, which signage shall be consistent with Village Center civic wayfinding signage to be purchased by the owner and approved by the Town. Ongoing operation and maintenance, as well as future capital improvements including repairs and remodels, of the public restroom will be undertaken by the Project Association, at the cost and expense of the Project Association. Developer shall cause easements to be established in the Project Condominium Documents enabling access to the public

restrooms through the Project to the extent necessary consistent with the terms of this Section. The requirements of this Section will be incorporated by reference into the Project Condominium Documents and identified therein as a "**Town Enforceable Restriction**" encumbering the Common Elements.

5.1.6 Plaza Improvements.

A. Developer shall construct certain "**Plaza Improvements**" and sidewalk improvements along the south side of Mountain Village Boulevard (the "**Sidewalk Improvements**"), each as reflected in the Town Approvals, 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 and Sidewalk Improvements shall also include a snow melt system and drainage system. The design of the snow melt and drainage systems shall be reviewed and approved by the Town prior to the issuance of any building permits for the Project. The snowmelt system will be operated and maintained by the Project Association at the Project Association's cost and expense in accordance with the Easement Agreement for Plaza Usage (defined in Section 6.3 below).

B. The requirements of this Section will be incorporated by reference into the Project Condominium Documents. and identified therein as a "**Town Enforceable Restriction**." Failure to operate the snow melt system and maintain the Plaza Improvements and Sidewalk Improvements pursuant to this Agreement shall entitle the Town to enter into the Project for the purpose of operating such snow melt system and maintaining the Plaza Improvements and Sidewalk Improvements. If the Plaza Improvements and Sidewalk Improvements are not properly operated or maintained by the Project Association, the Town may deliver notice of same to the Project Association and if operation is not resumed or maintenance performed within thirty (30) days thereafter, the Town is authorized, but not required, to resume operations or perform the required maintenance. If the Town resumes operations or performs such maintenance, all costs incurred by the Town shall be reimbursed by the Project Association within thirty (30) days of a receipt of an invoice for such costs. Failure to reimburse the Town for such costs shall entitle the Town to pursue all remedies at law or equity, including but not limited to placing a mechanic's lien on the Common Elements for collection of such costs, as well as attorneys' fees and costs. The Project Association 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 Project Association's actions or omissions in connection with the ongoing maintenance and snowmelt operations required of as set forth herein, including but not limited to the Project Association's improper maintenance and operation of the Plaza Improvements, Sidewalk Improvements and snowmelt system.

C. [Intentionally deleted.]

D. In addition, simultaneously with the issuance of the initial building permit, Developer shall pay the Town $250,000.

5.1.7 Town Parking Spaces. Developer shall construct forty-eight (48) covered, garage parking spaces within the Project to be allocated for public parking pursuant to Section 6.1 below ("**Town Parking Spaces**").

5.1.8 Westermere Breezeway Improvements. Developer shall improve the Westermere Breezeway and the associated path through such breezeway in substantial accordance with the depiction attached to this Agreement as Exhibit "B-2" (the "**Westermere Breezeway Improvements**"), provided that the Westermere HOA has provided its written authorization and consent to such work on commercially reasonable terms and conditions. Developer 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 written authorization and consent, the Developer shall instead pay to Westermere HOA the cost of completing said improvements as set forth in Exhibit "B-1". If the Town, Developer, and Westermere HOA all mutually agree in writing to a different approach, this Section 5.1.8 may be amended without triggering a requirement for a PUD Amendment.

6. Provisions to be Addressed in the Project Condominium Documents. The requirements of this Section will be incorporated by reference into the Project Condominium Documents and identified therein as a "**Town Enforceable Restriction**" binding on the CCIOA Condominium Units and the Project Association as forth below. The Town shall have the right to review and approve the Project Condominium Documents, which approval will not be unreasonably delayed, withheld or conditioned.

6.1. Town Parking Spaces.

6.1.1 Developer shall construct the forty-eight (48) Town Parking Spaces at the location indicated in the Final PUD Plans. None of the Town Parking Spaces will be tandem parking spaces and all will be self-parked. Of the forty-eight (48) Town Parking Spaces, five (5) will be served by installed electric vehicle charging stations, seven (7) will be electric vehicle-ready, and twenty-four (24) will be electric vehicle capable. Developer shall be responsible for all capital construction costs associated with the design and construction of the Town Parking Spaces parking area including striping, interior parking area signage and exterior parking area signage (including Village Center civic wayfinding signage on the Project building and at Mountain Village Boulevard), lighting, required handicap parking spaces and required aisles. 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. The Town Parking Spaces will be established in the Project Condominium as Common Elements.

6.1.2 Developer shall construct and make available, and, upon creation of the Condominium Project, the Project Association will make available, to the general public, 24 hours per day, 365 days per year, the Town Parking Spaces without cost to the Town. The Project Association will maintain directional signage for the Town Parking Spaces, which shall be consistent with Village Center civic wayfinding signage and be approved by the Town. Ongoing operation and maintenance of the Town Parking Spaces will be undertaken by the Project Association, at the cost and expense of the Project Association. The Project Association may collect from users of the Town Parking Spaces all parking fees and other charges such as fines and towing fees (but not including alternative rates for special events, unless the same are charged for the use of the Heritage Parking Garage, and not including resort fees) for use of the Town Parking Facility, which may be offered for market rent to the public at hourly, daily and overnight rates comparable to those charged for garaged facilities of a comparable quality and located in the

Village Core, as reasonably determined by the Project Association, but, in any event, not more 20% in excess of than those rates charged for the Heritage Parking Garage located at 568 Mountain Village Boulevard. If parking fees and charges are insufficient to cover the costs of operation and maintenance, Developer or the Project Association, as applicable, may apply to the Town via a Class 5 Application to renegotiate parking fees and charges, approval of which is not guaranteed and shall be at the sole discretion of the Town Council.

6.1.3 Developer shall cause easements to be established in the Project Condominium Documents enabling access to the Town Parking Spaces through the Project to the extent necessary consistent with the terms of this Section. 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. The requirements of Section 6.1.2 and 6.1.3 will be incorporated by reference into the Project Condominium Documents and identified therein as a "**Town Enforceable Restriction**" encumbering the Common Elements.

6.2. Conference Rooms. Developer shall construct a conference room 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 conference room will be designed, constructed and operated in a manner that will enable it to be broken up into at least two smaller rooms by sound-proof, industry standard dividers. The conference room shall be offered for market rent to the public at rates comparable to those charged for facilities of a comparable quality and in similar caliber resort communities such as Aspen, Breckenridge, Crested Butte, Steamboat, Telluride or Vail ("**Market Rates**"). Developer, and upon creation of the Condominium Project, the Owner of the CCIOA Condominium Unit in which the conference room is located (or Project Association if the conference room comprises a Common Element), will be responsible to maintain and repair the conference room and keep it in good repair and order and shall arrange for an entity to book and manage the conference room (the "**Management Company**") in accordance with the Town Approvals and industry standards. The conference room 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 Developer, and upon creation of the Condominium Project, the Owner of the CCIOA Condominium Unit in which the conference room is located (or Project Association if the conference room comprises a Common Element) and Management Company may establish commercially reasonable rules, regulations and other restrictions that will govern the use of the conference room in a uniform manner. The Conference Center shall be available under such circumstances for rental at Market Rates.

6.2.1 Valet Parking. Valet parking shall be provided by the Owner of the Hotel Facilities Unit (or Hotel Operator) or the Project Association for all of the tandem parking spaces and level G3 parking spaces, accessible via two (2) proposed vehicle elevators, as shown on the Final PUD Plans.

6.3. Easements from Town Benefiting the Property. In connection with the 2010 Lot 109R PUD, the Town granted and conveyed certain easements to Developer ("**Lot 109R Project Easements**") to enable the development, construction, operation, use, repair and maintenance of the Project in accordance with the Town Approvals. As of the Effective Date,

Developer has recorded the following termination and/or modification of the Lot 109R Project Easements as follows:

Lot 109R Project Easement	**Reception No.**	**Timing for Grant/Termination**
First Amendment to Easement Agreement (Plaza Usage) recorded as Reception No. 417000		Replat
First Amendment to Easement Agreement (Permanent Structures) recorded as Reception No. 417001		Replat
First Amendment to Easement Agreement (Vehicular Access) recorded as Reception No. 417002		Replat
Termination of Easement Agreement (Mountain Village Boulevard Work) recorded as Reception No. 417003		Replat
First Amendment to Easement Agreement (Utilities) recorded as Reception No. 417004		Replat
Shoring, Grading, Excavation, Staging, Crane Swing		Building Permit
Road Right of Way Agreement	*Encroachments into Mountain Village Blvd such as soil nails and to construct the Sidewalk Improvements	

6.4. Easements etc. Benefiting Town and Encumbering the Property. In connection with the 2010 Lot 109R PUD, a license encumbering Lot 109R was granted and conveyed to the Town for certain utilities as provided below. Lot 109R is also encumbered by a pedestrian access easement granted prior to the approval of the 2010 Lot 109R PUD. The Town and Developer will amend such license to reflect the reconfiguration of the Town Open Space, Property and Project per the Town Council Approval Ordinance and amend such easement as provided below. In addition, Developer 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 ("**Developer Granted Public Easements**"). The Developer Granted Public Easements shall be in a form and content acceptable to the Town and Developer. Some of the Developer Granted Public Easements will be established in the Project Condominium Documents. The use of the Developer Granted Public Easements shall be in a reasonable location designated by Developer and Town and shall be subject to reasonable rules and regulations of Developer and Town. The Developer Granted Public Easements shall, at a minimum, provide for the following:

Owner Granted Public Easements	**Authorized Uses**	**Timing for Grant/Termination**

In connection with the 2010 Lot 109R PUD, the Town was granted an Interim Utility License pursuant to License Agreement (Utilities) recorded 3.18.2011 Rec. 416999*	Existing Authorized Uses: *operate, repair and maintain existing utilities located on the Property Amendments to Authorized Uses: ●None Other Changes: Will be amended to reflect the reconfiguration of the Town Open Space, Property and Project per the Town Council Approval Ordinance	Replat
Amendment of pedestrian access easement reserved in deed from The Telluride Company dated March 2, 1987 and recorded March 2, 1987 in Book 434, Pages 475-478 for the benefit of all with an ownership interest in the Mountain Village Unit (sic.) Planned Development	Town will consent to and join in an Amendment executed by TSG Ski & Golf, LLC, as successor in interest to The Telluride Company that would provide for the easement's automatic termination upon construction of the metal staircase on the Town Open Space Parcel at the southwest corner of the Property as shown on the Final PUD Plans and the opening of such staircase to the public	Replat
Easement for Pedestrian Access and Access by Small Maintenance Vehicles	*See Forever walkway	Replat with provisions for final location of easement area to be determined at Recordation of Project Condominium Documents
Termination of Surface Parking Lease Agreement	*lease of town Parking Lot on Property	Prior to issuance of building permit for Project
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
Access to and use of Town Parking Spaces	*public access to and use of Town Parking Spaces	Recordation of Project Condominium Documents
Additional Pedestrian Access as shown on Final PUD Plans	*public access as shown on Final PUD Plans (including, for example and without limitation, from the Port Cochere to See Forever Plaza through the Hotel Facilities Unit)	Recordation of Project Condominium Documents

6.5. Pedestrian Access Easement Benefiting Parcels to East Across Mountain Village Boulevard. The Town and Developer acknowledge and agree that the owners of the parcels benefited by that certain Pedestrian Access Easement Agreement dated October 1, 2007 and recorded October 12, 2007 under Reception No. 397446 in the Official Records (the "**2007 Pedestrian Access Easement Agreement**") have delivered a fully executed Termination and Release of Easement Agreement for recording in the Official Records.

7. Further Requirements by Developer.

7.1.1 Provision of Improvement Location Certificate. Prior to pouring concrete into the building's footers, the Developer 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 the initial Certificate of Occupancy for the Project, Developer 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 Developer 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 Developer to submit for encroachment approvals by legal instrument acceptable to the Town which will require Town Council authorization of an encroachment agreement, with Town Staff determining the appropriate process to remedy any unauthorized encroachment.

7.1.2 Drainage System and Maintenance. The Project Condominium shall be responsible for the maintenance and repair of all drainage improvements on the Property and connecting to the Town's existing drainage system as indicated on the Final PUD Plan, or as may be modified and approved by the Town in connection with final construction documents. The

requirements of this Section will be incorporated by reference into the Project Condominium Documents and identified therein as a "**Town Enforceable Restriction**" encumbering the Common Elements.

7.1.3 Drainage Plan Details. Prior to the issuance of any building permits, Developer shall submit a drainage plan to address temporary dewatering during construction, the provision of sand and oil traps, drainage of the patios, drainage of the garage vents, drainage of the gutter system, waterproofing of the foundation and other necessary drainage, with such plan submitted for review and approval by the Director of Public Works and Town Engineer concurrent with the required building permit review. Permanent dewatering is prohibited.

7.1.4 Utility Provider Review and Approval of Utility Plans. Prior to the issuance of any building permits, the applicable utility provider to the Project shall review and approve the final utility plan.

7.1.5 Composite Utility Plans. Prior to the issuance of any building permits, Developer shall submit a composite utility plan for Town review and approval that shows, both for permanent utility facilities and for temporary utility facilities during construction: (1) the proposed utility meter and utility pedestal locations with appropriate screening for the permanent facilities, (2) plans that conform to Town and utility company requirement for each applicable utility, and (3) utility provider approved utility and meter locations.

7.1.6 Venting Plans. Prior to the issuance of any building permits, Developer 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.

7.1.7 Window Design. Prior to the issuance of any building permits, Developer shall submit details on window design consistent with the Design Regulations.

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

7.1.9 Construction Mitigation Plan. Prior to the issuance of any building permits, Developer 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) the location of the crane(s) and avoiding movements of construction materials or equipment over neighboring properties; (2) construction parking; (3) truck ingress and egress from the job site; (4) ensuring minimal to no power or other utility interruptions; (5) protection of air and water quality; (6) maintaining traffic and pedestrian flows around the project in a safe manner and (7) an engineered plan for construction shoring and/or soil nailing that ensures adjoining properties will be protected.

7.1.10 Grease Trap Plumbing Design. Prior to the issuance of any building permits, Developer shall submit engineering drawings for the plumbing system that includes grease traps prior to the issuance of a building permit per Sections 8.02.030.G and

13.04.030.A.4.a(i) through (vi) of the CDC. The grease trap access will be located in the parking garage loading dock area.

7.1.11 Westermere Courtesy Notice. Prior to the issuance of any building permits, Developer 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.

7.1.12 Colors and Materials. Prior to the issuance of any building permits, Developer will submit to Staff and DRB Chair a mock-up of all materials and colors. The Town will verify 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, and if they are not then the Town may require Developer to resubmit the mock-up and revise the materials and colors to conform with prior representations.

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

7.1.14 Acknowledgment of Trash Facility. The Developer shall cause the Project Condominium Documents to reflect the existence of the Replacement 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.). These provisions will be designated as a "**Town Enforceable Restriction**" in the Project Condominium Documents.

7.1.15 Replacement of Existing Town Trash Facility.

A. On the Town Open Space Parcel, adjacent to the east of Lot 109R, there is located an existing trash facility housing dumpsters which serves all of the Village Center core. Developer will replace the existing Trash Facility with an enhanced facility in accordance with the Final PUD Plans (the "**Replacement Trash Facility**"). In order to accommodate the replacement of the Existing Trash Facility with the Replacement Trash Facility, prior to the issuance of any building permits, Developer will submit for review and approval by the Town and Bruin Waste Management a plan for the disposal, separation, storage, movement and collection of all waste streams handled at the Existing Trash Facility over the course of construction pending commissioning of the Replacement Trash Facility so as to provide ongoing service during construction.

B. Notwithstanding anything to the contrary set forth in this Section above, in the event the Town is able to provide an alternative location for the Replacement Trash Facility, then related amendments to the Town Approvals and this Agreement may be made and entered into with the approval of the Town without the requirement for a Major PUD amendment. In such case, Developer shall pay to the Town the cost of constructing the Replacement Trash Facility as represented in Exhibit "B-1".

C. The Town shall grant easements or licenses to the Owner for the construction of the Replacement Trash Facility as reasonably necessary.

7.1.16 Landscape Plan. Developer 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.

8. Public Improvements.

8.1. The "**Public Improvements**" required by this Agreement for development of the Project are listed on attached Exhibit "B-1," and the estimated costs for construction of such improvements are set forth therein.

8.2. Developer's Construction Obligation and Standards. Developer 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 (together, the "**Plans and Specifications**").

8.3. Construction Observation and Inspection.

8.3.1 Pre-Construction Meeting. Developer shall hold a pre-construction meeting with the Community Development Director, Public Works Director, Town Engineer and Developer and Developer's engineer and contractor(s) for the purpose of discussing all construction issues related to the Project.

8.3.2 Construction Inspection by the Developer. Developer shall be responsible for ensuring that its engineer provides construction inspection services as necessary to allow, when Public Improvements are submitted to the Town for acceptance, a stamped certification that the Public Improvements have been constructed in accordance with the Plans and Specifications approved by the Town.

8.3.3 Construction Observation by the Town. The Town shall have the right to make engineering inspections at reasonable intervals, at Developer's expense, during construction of the Public Improvements. Observation, acquiescence in, or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute Town acceptance of any Public Improvements. Town approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the Town in monitoring the installation of the Public Improvements, a supervisor employed by Developer shall inspect the Public Improvements on at least a weekly basis and shall provide the Town Engineer with the supervisor's field and inspection notes relating to the installation of the Public Improvements. The supervisor shall regularly apprise the Town Engineer of the status of the work on the Public Improvements. Further, Developer, at its own expense, shall have an approved geotechnical engineer monitor the methods of construction and backfill to ensure such work is being completed in conformance with the approved Plans and Specifications, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing as reasonably directed by the Town Engineer. The Town agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) Business Days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by

the Town of the Public Improvements, which approval and acceptance shall only occur pursuant to Section 8.5 below.

8.4. Completion of Public Improvements. Developer shall complete construction of, and obtain the Town's approval and acceptance of, all Public Improvements within five (5) years of commencement of construction of the Project (the "**Completion Date**").

8.5. Approval and Acceptance by Town.

8.5.1 Request for Final Inspection. Upon Developer's construction of the Public Improvements, Developer or its engineer shall certify in writing to the Town Manager that the Public Improvements have been completed in conformance with the Plans and Specifications and request inspection of said improvements by the Town. Within ten (10) Business Days of Developer's request for final inspection, the Town Engineer shall inspect the Public Improvements and notify the Parties, in writing and with specificity, of their conformity or lack thereof to the Plans and Specifications including any corrective measures to be taken by Developer. Developer, at its expense, shall make all corrections necessary to bring the Public Improvements into conformity with the Plans and Specifications. Developer shall thereafter request re-inspection of the Public Improvements. The Town Engineer shall not be required to make inspections during any period when weather conditions make thorough inspections impractical.

8.5.2 Engineering Acceptance. Developer, at its expense, shall have "as-built" drawings of the Public Improvements prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the Town may require. Developer shall also prepare a summary of the actual construction costs of all Public Improvements to be dedicated to the Town for review and approval. Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the Town Engineer shall promptly notify the Parties in writing that all Public Improvements are in conformity with the Plans and Specifications, and the date of such notification shall be known as the "**Engineering Acceptance Date**." The Town shall be under no obligation to provide water and/or sewer service to the Project until any water/sewer Public Improvements are brought into conformance with the Plans and Specifications as determined by the Town Engineer.

8.5.3 Final Acceptance and Conveyance. Within thirty (30) days of the Engineering Acceptance Date, Developer shall execute a bill of sale conveying the Public Improvements to the Town, free and clear of all liens and encumbrances. As a condition precedent to the Town's acceptance of the Public Improvements, the Developer shall provide the Town with a policy of title insurance for at least $25,000.00 to insure any real property, if any, dedicated to the Town with the Public Improvements. The effective date of the bill of sale shall be known as the "**Final Acceptance Date**."

8.6. Warranty. Developer shall warrant any and all Public Improvements conveyed to the Town pursuant to this Agreement for a period of two (2) years from the Final Acceptance Date. Specifically, but not by way of limitation, Developer shall warrant:

a. Any and all improvements conveyed shall be free from any security interest or other lien or encumbrance;

b. Any and all improvements conveyed shall be free of any defects in materials or workmanship for a period of two (2) years as stated above; and

c. The title conveyed shall be good and its transfer rightful.

8.7. Damage to Existing Facilities. Developer, at its expense, agrees to repair any existing improvements or facilities in the Town damaged during construction of the Public Improvements and such other items as the Town deems appropriate.

8.8. Performance Guarantee. In accordance with Section 17.4.13(L) of the Code, the total amount of required security for the Public Improvements shall be one hundred twenty-five percent (125%) of the cost estimates set forth in Exhibit "B-1" (the "**Performance Guarantee**").

8.8.1 Form of Security. To secure the construction and installation of the Public Improvements for which Developer is responsible, Developer shall, prior to issuance of building permit, provide the Town with an irrevocable letter of credit, or multiple irrevocable letters of credit (corresponding to each of the Public Improvements), issued or confirmed by a commercial banking institution whereby the Town shall have the unconditional and irrevocable right upon default by Developer to withdraw or acquire funds upon demand to partially or fully complete and/or pay for any of the Public Improvements. Said letters of credit shall be valid for at least two (2) months longer than the Completion Date for the Public Improvements, as defined in Section 8.4. If the time of completion of the Public Improvements is extended, the letter of credit shall be similarly extended. Under the terms of the letter of credit, the Town shall be allowed to present drafts and accompanying documents to the issuing institution by overnight courier. The Town shall have the right to review and approve all terms and conditions of the letter of credit prior to accepting it.

8.8.2 Developer Responsible for Actual Costs. The Parties agree that the Performance Guarantee does not necessarily reflect the Town Engineer's estimate of what the actual costs to the Town would be if the Town were required to fund construction of the Public Improvements. In the event that the actual costs of the Public Improvements exceed the amount of the Performance Guarantee, Developer shall be responsible for the actual costs. The purpose of Exhibit "B-1" is solely to determine the amount of security and shall be revised as necessary to reflect the actual costs, and the Performance Guarantee required by this Agreement shall be adjusted accordingly. No representations are made as to the accuracy of these estimates, and Developer agrees to pay the actual costs of all Public Improvements.

8.8.3 Default. The Parties expressly agree that Developer's preparation and submission to the Town of as-built drawings and a summary of actual construction costs for the Public Improvements to be dedicated to the Town are essential requirements of this Agreement. In the event that Developer fails to provide the as-built drawings and costs summary to the Town fifteen (15) Business Days prior to the expiration of the Performance Guarantee or any extension thereof, such failure shall constitute a default of this Agreement with regard to the completion of the Public Improvements, damages for which are impossible to ascertain, entitling the Town to

liquidated damages in the amount of $15,000.00, which the Town may collect pursuant to Section 14.1 of this Agreement.

8.8.4 Use of Performance Guarantee. If the Town Manager determines that reasonable grounds exist to believe that Developer is failing or will fail to construct or install the Public Improvements as required by this Agreement, the Town may draw on the Performance Guarantee 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 Developer take any action which shall impair the ability of the Town to draw on the Performance Guarantee during the term of this Agreement.

8.9. Release of Performance Guarantee. Upon acceptance of all Public Improvements by the Town, but no earlier than the Final Acceptance Date, the Town shall release the Performance Guarantee and shall assume normal maintenance responsibilities for the Public Improvements. A portion of the Performance Guarantee may be released as specific improvements are completed in accordance with Section 17.4.13(L)(5) of the CDC; provided, however, that no such partial or final release shall be granted until the Public Improvements guaranteed have been inspected and accepted by the Town, as evidenced by a written correspondence confirming completion.

8.10. Reduction in Security Not Approval of Public Improvements. Neither approval of any reduction to the approved form of security nor any other reduction in security shall be construed as the approval or acceptance of any of the Public Improvements, which approval and acceptance shall only occur pursuant to Section 8.5 above.

9. Grading and Excavation. No grading or excavation shall occur until the Replat has been recorded, the Performance Guarantee has been provided for all Public Improvements, and the building permit for the entire Project has been issued.

10. Vested Rights.

10.1. Intent. Development of the Property in accordance with the terms and conditions of this Agreement will provide for orderly and well planned growth, promote economic development and stability within the Town, ensure reasonable certainty, stability and fairness in the land use planning process, secure the reasonable investment-backed expectations of Developer, 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 Rights Statute**," C.R.S.§ 24-68-101, *et. seq.*, and the CDC. In exchange for these benefits and the other benefits to the Town contemplated by this Agreement, together with the Public Benefits served by the orderly and well planned development of the Property, Developer desires to receive the assurance that development of the Property may proceed pursuant to the terms and conditions of this Agreement.

10.2. Site Specific Development Plan. The Town Approvals, Replat, Final PUD Plans and this Agreement constitute a "Site Specific Development Plan" pursuant the Vested Rights Statute and CDC Section 17.4.12.D.1.g.

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

this Agreement shall be considered a "Development Agreement" as that term is used in C.R.S. § 24-68-104; provided, however, Developer acknowledges that the Town does not represent, warrant or guarantee that the duration of this Site Specific Development Plan will be extended beyond three (3) years by the Town, subject to Section 10.5 below.

10.4. Required Plan Notation. Pursuant to CDC Section 17.4.17, the Parties set forth the following required plan notation:

> *Approval of this site-specific development plan may create a vested property right pursuant to C.R.S. § 24-68-101-106 and subject to the Town of Mountain Village's Community Development Code.*

10.5. Duration. For purposes of this Agreement, the above-referenced vested real property right shall remain vested until the date that is three (3) years after the date on which Final Approval occurs. For purposes of this Agreement: (i) "Final Approval" will occur with respect to each of the Town Approvals: (A) if no Legal Challenge is filed prior to such date, on the thirty-fifth (35th) day after the date the ordinances approved as part of the Town Approvals are published (the "Publication Date"); or (B) if a Legal Challenge is filed against one or more of the Town Approvals prior to the thirty-fifth (35th) day after the Publication Date, and unless the Parties agree otherwise, all such Legal Challenges are resolved in a manner that is final, not subject to appeal, and upholds the validity of the Town Approvals that were subject to the Legal Challenge; and (ii) "Legal Challenge" means: (A) any third party's commencement of a legal proceeding, pursuant to C.R.C.P. Rule 106 or otherwise, that directly or indirectly challenges, or seeks to reverse or nullify, any of the Town Approvals; or (B) the submission of a valid petition under the Charter for a referendum seeking to reverse or nullify any of the Town Approvals. The foregoing is intended to extend the vesting period in the event that a Legal Challenge remains pending, because the Parties recognize that the pendency of a Legal Challenge could interfere with Developer's ability to complete the Project.

10.6. Publication. A notation of such vested real property right has been made on the Final PUD Plans. The Town shall promptly cause to be published, at Developer's expense, a notice of such vested rights in the *Telluride Daily Planet*.

10.7. Reliance. Developer has relied upon the creation of such vested real property right in entering into this Agreement.

10.8. Future Legislation. Except as the Vested Rights Statute expressly provides otherwise, no initiated or referred zoning, subdivision, land use or other legal or administrative action that would directly or indirectly have the effect of adversely altering, impairing, preventing, diminishing, imposing a moratorium on development, delaying or otherwise adversely affecting any of Developer's rights set forth in this Agreement shall apply to or be effective against the Property. Thus, during the period in which the vested real property right shall remain vested, the Town shall not impose by legislation or otherwise cause or permit any initiate or referred zoning, land use requirement or obligations, or Town charter amendment upon Developer or their successors or assigns which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise adversely affect any of Developer's rights to development or use of the Property as set forth in the Final PUD Plans, except:

10.8.1 With the consent of Developer; or

10.8.2 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

10.8.3 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 Town 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.

11. Conditions of Building Permit. In addition to all requirements of the Code, the Town's Building Regulations, and any requirements imposed by operation of state, federal or local law, no building permit shall be issued for the Property until:

- The Replat and this Agreement have been approved by Town Staff and the Town Manager, signed by all required Parties, and recorded in the Official Records.
- Exhibit "B-1" outlining the Performance Guarantee amounts has been completed and approved by the Town after Final PUD Plans and cost estimates are complete.
- The Performance Guarantee has been provided to the Town.
- Developer has provided written confirmation from Six Senses (or an equivalent Hotel Operator) of its commitment to operate the Project per Section 5.1(B).
- Such portions of the Mitigation Payment to the Town per Section 5.1.2 as the Town may elect in its sole discretion to apply to housing mitigation, together with the One-Time Payment to the Town per Section 5.1.2 and the inclusion in the Project of the Employee Apartments and Employee Dorms and encumbrance of the Employee Housing Unit of which they will be a part with the Employee Housing Restriction attached to this Agreement as Exhibit "D," shall, collectively, satisfy all housing mitigation requirements including, but not limited to, Code Sections, 7.3.9 and 17.9.7.
- The Town has approved design of snow melt and drainage systems per Section 5.1.6(A).
- Payment to the Town of $250,000 for certain improvements to the Village Center.
- Developer has provided either authorization and consent of Westermere HOA for improvements to Breezeway or the payment-in-lieu per Section 5.1.8.
- The Town has approved final designs of Town Parking Spaces per Section 6.1.1.
- Termination of Surface Parking Lease Agreement per Section 6.4.
- The Town has approved drainage plan per Section 7.1.3.
- Utility provider(s) has approved final utility plan per Section 7.1.4.
- The Town has approved composite utility plan per Section 7.1.5.
- The Town has approved venting plans per Section 7.1.6.
- Developer has provided details on window design per Section 7.1.7.

- Developer has provided revised geotechnical reports per Section 7.1.8.
- Developer has provided revised construction mitigation plan per Section 7.1.9.
- Developer has provided drawings for grease trap plumbing design per Section 7.1.10.
- Developer has provided proof of courtesy notice to Westermere HOA per Section 7.1.11.
- Developer has provided mock-up of colors and materials per Section 7.1.12.
- Developer has provided final exterior door design details per Section 7.1.13.
- The Town and Bruin Waste Management have approved the Replacement Trash Facility or Developer has provided the payment-in-lieu per Section 7.1.15.
- Developer has paid all required tap fees for the Project.
- All conditions of the Town Council Approval Ordinance have been addressed and resolved, as applicable, to the satisfaction of Town Staff.
- All conditions of the resolution approving the Major Subdivision Application have been addressed and resolved, as applicable, to the satisfaction of Town Staff.
- All DRB conditions of final approval have been addressed to the satisfaction of Town Staff.
- Developer has paid all then-outstanding invoices from the Town.

12. **Conditions of Certificate of Occupancy**. In addition to all requirements of the Code, the Town's Building Regulations, and any requirements imposed by operation of state, federal or local law, no Certificate of Occupancy shall be issued for the Property until:

- Developer has provided the ILC for the location of all footers and demonstrating that all structures, facilities and other components of the Project have been constructed within the platted boundaries of the Property except for those authorized to be placed outside of the Property within the boundaries of easements, per Section 7.1.1.
- If applicable, execution and recordation of any remaining easement agreements contemplated herein.
- Execution of Exhibit D.
- Installation of civic wayfinding signage for public access areas.
- The Town has approved the Project Association governing documents.
- Developer has submitted to the Town a Class 3 Application for its sign plan.
- The Town has approved Developer's Class 3 Application for its sign plan.
- The Town has accepted all Public Improvements.
- All conditions of the Town Council Approval Ordinance have been addressed and resolved, as applicable, to the satisfaction of Town Staff.
- All conditions of the resolution approving the Major Subdivision Application have been addressed and resolved, as applicable, to the satisfaction of Town Staff.
- All DRB conditions of final approval have been addressed to the satisfaction of Town Staff.
- Developer has paid all then-outstanding invoices from the Town.

13. Order of Recordation and Closing Instructions. The Town and Developer shall cooperate in good faith to prepare a joint closing instruction letter to a title company retained by Developer providing for the conditions, prerequisites, and the order of recording in the Official Records of all documents relevant to the Town Approvals, the Replat, and this Agreement, payments and disbursements among the parties, and such other matters as necessary to effectuate the terms of the Town Approvals and this Agreement.

14. Miscellaneous.

14.1. Remedies For Breach or Default. In the event of any default by Developer of any term, condition, covenant or obligation under this Agreement, the Town Council shall be immediately notified. The Town may take such action as it deems necessary to protect the public health, safety and welfare and to protect the citizens of the Town from hardship against Developer, or its successors and assigns, which remedies are cumulative and non-exclusive. The Town's remedies include any one or more of the following:

14.1.1 Refusing to issue to Developer any Building Permit or Certificate of Occupancy; provided, however, that this remedy shall not be available to the Town until after the affidavit described below has been recorded;

14.1.2 Recording in the Official Records of an affidavit, approved in writing by the Town Attorney and signed by the Town Manager or designee, stating that the terms and conditions of this Agreement have been breached by the Developer. At the next regularly scheduled Town Council meeting, the Town Council shall either ratify the recordation of said affidavit or direct the Town Manager to record an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further development may occur on the Property until the default has been cured. An affidavit signed by the Town Manager or designee and approved by the Town Council stating that the default has been cured shall remove the restriction on further development;

14.1.3 A demand that the Performance Guarantee be paid or honored;

14.1.4 The refusal to consider further development plans on the Property; and/or

14.1.5 Any other remedy available at law or under the CDC.

Unless necessary to protect the immediate health, safety and welfare of the Town or its citizens, the Town shall provide Developer with twenty-one (21) days' written notice of its intent to take any action under this Section during which period Developer may cure the default described in said notice and prevent any further action by the Town. Furthermore, unless an affidavit as described above has been recorded in the Official Records, any person or entity dealing with Developer shall be entitled to assume that no default by Developer has occurred hereunder unless a notice of default has been served upon Developer as described above, in which event Developer shall be expressly responsible for informing any such third party of the claimed default by the Town.

14.2. 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 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. Regardless of the prevailing party in any such dispute, Developer shall reimburse the Town for any fees and costs incurred by the Town in relation to the review and approval of the Final PUD Plans, including but not limited to fees and costs for legal, engineering and surveying services by outside consultants.

14.3. Indemnity. Except as otherwise set forth herein, Developer 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 development of the Property and all the Town Approvals, including but not limited to any claims regarding insufficient notice of any public meeting or hearing concerning the Applications, Developer or Owner's failure to comply with the terms and conditions of this Agreement, Developer or Owner's improper design or construction of the Public Improvements required thereunder, or Developer or Owner's failure to construct or complete the same; provided, however, such indemnification shall not apply to loss, damage or claims attributable to the negligent acts or omissions of the Town or its agents, employees or contractors. This provision shall survive expiration or termination of this Agreement.

14.4. Binding Effect. This Agreement shall inure to the benefit of the Town and its successors and assigns and shall be binding upon Developer, its successors and assigns including, upon creation of the Condominium Project, the applicable Owners. This Agreement shall constitute an agreement running with the Property until modification or release by mutual agreement of the Town and Developer. This Agreement may be amended or supplemented by the Town and Developer without any requirement for Developer to obtain the approval of any Unit Owners (other than the Owner of the Hotel Facilities Unit) or the Association, except that notice of any amendment shall be duly noticed in accordance with the CDC and each Unit Owner and the Association shall be entitled to attend any hearing and comment on any proposed amendment to this Agreement.

14.5. Voluntary Agreement. Notwithstanding any provision of the Code, this Agreement is the voluntary and contractual agreement of Developer and the Town. Developer agrees that the terms and conditions of this Agreement, including specifically the payment of all fees, and the completion and satisfaction of all terms and conditions of the Town Approvals are agreed to and constitute the voluntary actions of Developer.

14.6. 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 thirty (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.

14.7. 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.

14.8. 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.

14.9. 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.

14.10. Counterparts and Electronic 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. Electronic copies of any Party's signature hereon shall be deemed an original for all purposes of this Agreement.

14.11. Notice. Any notice to be given hereunder shall be in writing, addressed to the Town or the appropriate Party, and shall be delivered in person; by overnight delivery or courier service; or by the United States Postal Service (or any official successor thereto), certified mail, return receipt requested, with adequate postage prepaid. Such notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the date postmarked, but if mailed the time period for any required response shall run from the date of receipt by the addressee, as evidenced by the return receipt. Rejection or other failure by the addressee to accept the notice, or the inability to deliver the notice because of a change of address of which no notice was given, shall be deemed receipt of the notice on the third day following the date postmarked. The addresses of the Town and Developer to which notice is to be sent shall be those set forth below. The addresses of all other Unit Owners to which notice is to be sent shall be the address on file with the San Miguel County Assessor with respect to such Unit Owner's CCIOA Condominium Unit.

Such addresses may be changed by the Town or Developer by written notice to the other delivered in accordance with this Section.

Town:

Town of Mountain Village
Attn: Town Manager
455 Mountain Village Blvd., Suite A
Mountain Village, CO 81435

With copy to:

Garfield & Hecht, P.C.
Attn: David H. McConaughy
910 Grand Ave., Suite 201
Glenwood Springs, CO 81601

Developer:

Tiara Telluride, LLC
Attn: Avani Patel
450 S. Old Dixie Hwy
Jupiter, FL 33458

With copy to:

Sherman & Howard, L.L.C.
Attn: Cynthia M. Stovall
675 15th St. #2300
Denver, CO 80202

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

14.13. Rights of Lenders. The Town is aware that financing for acquisition, development and/or construction, reconstruction or remodeling of the Project or portions thereof ("**Developer Loan**") may be provided in whole or in part, from time to time, by one or more lenders (each, a "**Lender**") and consents to the collateral assignment of this Agreement to any such Lender. In the event of an event of default by the Developer under this Agreement, the Town shall provide notice of such event of default, at the same time notice is provided to Developer, to any Lender to Developer previously identified in writing to the Town ("**Registered Lender**") pursuant to this Section at the address provided in such writing (which may be updated by delivery of written notice to the Town pursuant to this Section). A Successor by Foreclosure (defined below), in connection with a Foreclosure Event (defined below), shall be entitled to assume all of the rights and obligations of Developer under this Agreement and the Town shall recognize and otherwise permit such Successor by Foreclosure to assume all of the rights and obligations of Developer under this Agreement, provided that nothing contained in this Agreement shall create any duty, obligation or other requirement on the part of a Successor by Foreclosure to assume any of the duties and obligations of Developer under this Agreement unless the Successor by Foreclosure takes fee simple title to the Project through a Foreclosure Event, in which case the Successor by

Foreclosure shall be bound by the terms and conditions of this Agreement. A "**Foreclosure Event**" means: (a) foreclosure under a Developer Loan, whether by judicial action or pursuant to nonjudicial proceedings; (b) any other exercise by a Lender of rights and remedies (whether under the deed of trust securing the Developer Loan or under applicable law, including bankruptcy law) as holder of the Developer Loan and/or as beneficiary under the deed of trust, as a result of which any Successor by Foreclosure (as hereinafter defined) becomes owner of the Property; or (c) delivery by Developer to such Lender (or its designee or nominee) of a deed or other conveyance of Developer's interest in Property in lieu of any of the foregoing. A "**Successor by Foreclosure**" means any party that becomes owner of the Property as the result of a Foreclosure Event. Notwithstanding anything to the contrary set forth in this Section, in no event shall the Successor by Foreclosure have any liability for sums due and payable under this Agreement prior to its acquisition of title to the Property. At the time of recording this Agreement, Developer shall provide proof satisfactory to the Town Attorney that the Property is free and clear of any liens, which may be in the form of the title commitment obtained by Developer for the property in connection with the Town/Developer Land Exchange Closing pursuant to Section 4.2.3.B.ii, or if it is not free and clear then any existing lienholders as of that time shall be required to subordinate their interests.

14.14. No Further Rights; No Third Party Rights. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Town, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person, including but not limited to other Owners or the Project Association. It is the express intention of the Town and Developer that any person other than the Town receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

14.15. Term of Agreement. This Agreement and the Town Approvals as they relate to the Applications, except for the Replat, shall expire as of the date that is three (3) years after the date on which Final Approval occurs unless Developer has either: (a) obtained a building permit and commenced construction of the Project; 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 the date that is three (3) years after the date on which Final Approval occurs, 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 developer of the Property must reapply for and obtain necessary approvals of applications for rezoning, PUD, variations/waivers and design review approval for any project contemplated for the Property, which will be reviewed in accordance with CDC and Design Regulations in place at the time of the submission of any such application.

14.16. 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.

14.17. 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.

14.18. Assignment. [TBD by Town Staff and Town Manager between first and second reading].

14.19. Appropriation. No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate the Town to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 16 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by the Town to or in aid of any person, company or corporation within the meaning of the Colorado Constitution.

14.20. Immunity. Nothing herein nor in any related documents relating to the Approvals shall be construed as a waiver, or partial waiver, by the Town of any portion of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq*.

[*Signature pages to follow*]

IN WITNESS THEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN:

Town of Mountain Village, a Colorado
home rule municipality

By:_____ Date: _____
Martinique Prohaska, Mayor

Attest: _____

By: _____ Date: _____
Paul Wisor, Town Manager

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

Acknowledged, subscribed and sworn to before me this _____ day of _____, 20___ by Martinique Prohaska as the Mayor of Town of Mountain Village.

Witness my hand and official seal.

_____ My commission expires: _____
Notary Public

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

Acknowledged, subscribed and sworn to before me this _____ day of _____, 20___ by Paul Wisor as the Town Manager of Town of Mountain Village.

Witness my hand and official seal.

_____ My commission expires: _____
Notary Public

DEVELOPER:

Tiara Telluride, LLC,
a Colorado limited liability company

By: _____ Date: _____
Printed Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged, subscribed and sworn to before me this _____ day of _____, 20___ by _____ as _____ of Tiara Telluride, LLC, a Colorado limited liability company.

Witness my hand and official seal.

_____ My commission expires: _____
Notary Public

Exhibit "A"
Final PUD Plans

Attachment 1.a.i.1.a. Design Documents

PROJECT INFORMATION

PROJECT LOCATION

MOUNTAIN VILLAGE, CO

ZONING AND DESIGNATION:

ZONE DISTRICT - VILLAGE CENTER

LOT 109R2 - MAJOR PUD AMENDMENT

LOT 109R2 TELLURIDE MOUNTAIN VILLAGE ACCORDING TO THE REPLAT OF LOTS 73-76R, 109, 110, TRACT 89-A AND TRACT OS-3BR-1 RECORDED MARCH 18, 2011 IN PLAT BOOK 1 AT PAGE 4455, COUNTY OF SAN MIGUEL, STATE OF COLORADO

PROPOSED PUD AREA:

0.833 ACRES - 36,319 SQ. FT.

17.8.1 LOT COVERAGE:
(INCLUSIVE OF COVERED WALKWAYS, PATIOS & DECKS)

34,489 SF /36,319 SF x 100 = 95%

(17.8.1 FLOOR AREA, GROSS) BUILDING AREA:

179,091 SF TOTAL CONDITIONED

84,011 SF PARKING & MECHANICAL - TEMPERED

263,102 SF COMBINED CONDITIONED + TEMPERED

BUILDING HEIGHTS:

MAXIMUM BUILDING HEIGHT: 88' - 9"
AVERAGE BUILDING HEIGHT: 63.61'

*ADDITIONAL HEIGHT INFORMATION CAN BE FOUND ON SHEETS A-1.11, A-1.12. A-2.02, A-2.03, A-2.04, & A-2.05

PER MOUNTAIN VILLAGE CDC SECTION 1601:

GRND SNOW LOAD: 130 lbs. MIN (standard plus elevation per SEAC Guide)
WIND SPEED: 90 MPH (3 sec wind gust)
WIND EXPOSURE: C
CLIMATE ZONE: 6B
SEIMSMIC DESIGN: CLASS C
FROST LINE DEPT: 48"
TERMITES: SLIGHT TO MODERATE

VICINITY MAP

SCOPE OF WORK

THE PROPOSED CONCEPT DESIGN IS COMPRISED OF HOTEL WITH EMPLOYEE HOUSING, APARTMENTS, AND CONDOS. THE COMMERCIAL SPACE INCLUDES RETAIL SPACES, RESTAURANTS, BAR, SPA, WEDDING VENUE, MEETING SPACE, AND POOL DECK.

SHEET INDEX

SHEET NUMBER	SHEET NAME	DRB SUBMITTAL #1 04.24.22	SPECIAL HEARING SUBMITTAL 05.19.22	TOWN COUNCIL SUBMITTAL #1 06.07.22	TOWN COUNCIL SUBMITTAL 08.08.22	FINAL DRB SUBMITTAL 10.21.22	TOWN COUNCIL SUBMITTAL 12.16.22/01.09.23	TOWN COUNCIL FIRST RD'G FIRST SUBMITTAL 05.02.23 (X) STAFF REQUESTED REVISED SHEETS REDATED 06.01.23 (X1)	TOWN COUNCIL FIRST RD'G 07.19.23
01 GENERAL									
G-000	COVER SHEET	X	X	X	X	X	X	X1	X
G-001	FLOOR AREA GROSS							X	X
G-002	NET FLOOR AREA							X	X
G-003	PLAN DIAGRAMS						X	X	X
02-CIVIL									
C2.1	SITE GRADING WITH GARAGE ACCESS PROFILE	X	X	X	X	X	X	X1	X
C2.2	SITE GRADING WITH PORTE COCHERE LEVEL							X1	X
C2.3	PROFILES							X1	X
C2.4	SNOWMELT DIAGRAM		X	X	X				
C3	UTILITY PLAN	X	X	X	X				
C3.1	UTILITY & STORM DRAIN PLAN					X	X	X1	X
C4	CONSTRUCTION MITIGATION PLAN					X	X	X	X
C5	CONSTRUCTION MITIGATION PLAN					X	X	X	X
C6	AREA OF POTENTIAL WORK IN TOWN RIGHT-OF-WAY						X	X	X
03-LANDSCAPE									
L0.02	EXISTING TREE PLAN & REPORT					X	X	X	X
L1.01	PLAZA LANDSCAPE PLAN					X	X	X	X
L1.02	PLAZA LANDSCAPE MATERIALS					X	X	X	X
L1.03	LANDSCAPE FLOORS 2-5					X	X	X	X
L1.04	LANDSCAPE FLOORS 6-7					X	X	X	X
L2.01	PLAZA LANDSCAPE BOULDER PLAN					X	X	X	X
L2.02	SNOWMELT DIAGRAM					X	X	X1	X
L2.03	PLAZA IRRIGATION PLAN					X	X	X	X
L2.04	PLAZA OUTDOOR LIGHTING DIAGRAM					X			
L2.05	OUTDOOR LIGHTING DIAGRAM FLOORS 6-7					X			
L4.01	PLAZA PLANTING PLAN					X	X	X	X
05-ARCHITECTURAL									
A-0.00	ARCHITECTURAL SITE PLAN	X	X	X	X	X	X	X1	X
A-0.P1	PERSPECTIVE RENDERINGS	X	X	X	X	X	X	X	X
A-0.P2	PERSPECTIVE RENDERINGS				X	X	X	X	X
A-0.P3	PERSPECTIVE RENDERINGS				X	X	X	X	X
A-0.P4	PERSPECTIVE RENDERINGS					X	X	X	X
A-0.P5	PERSPECTIVE RENDERINGS					X	X	X	X

SHEET NUMBER	SHEET NAME	DRB SUBMITTAL #1 04.24.22	SPECIAL HEARING SUBMITTAL 05.19.22	TOWN COUNCIL SUBMITTAL #1 06.07.22	TOWN COUNCIL SUBMITTAL 08.08.22	FINAL DRB SUBMITTAL 10.21.22	TOWN COUNCIL SUBMITTAL 12.16.22/01.09.23	TOWN COUNCIL FIRST RD'G FIRST SUBMITTAL 05.02.23 (X) STAFF REQUESTED REVISED SHEETS REDATED 06.01.23 (X1)	TOWN COUNCIL FIRST RD'G 07.19.23
A-1.00	FLOOR PLAN - LEVEL G3 OVERALL							X	X
A-1.01	FLOOR PLAN - LEVEL G2 - OVERALL	X	X	X	X	X	X	X1	X
A-1.02	FLOOR PLAN - LEVEL G1 PLAZA - OVERALL	X	X	X	X	X	X	X	X
A-1.03	FLOOR PLAN - LEVEL 1/G1A PARKING - OVERALL	X	X	X	X	X	X	X1	X
A-1.04	FLOOR PLAN - LEVEL 1 MEZZANINE - OVERALL	X	X	X	X	X	X	X	X
A-1.05	FLOOR PLAN - LEVEL 2 - OVERALL	X	X	X	X	X	X	X1	X
A-1.06	FLOOR PLAN - LEVEL 3 - OVERALL	X	X	X	X	X	X	X1	X
A-1.07	FLOOR PLAN - LEVEL 4 - OVERALL	X	X	X	X	X	X	X	X
A-1.08	FLOOR PLAN - LEVEL 5 - OVERALL	X	X	X	X	X	X	X	X
A-1.09	FLOOR PLAN - LEVEL 6 - OVERALL	X	X	X	X	X	X	X	X
A-1.10	FLOOR PLAN - LEVEL 7 - OVERALL	X	X	X	X	X	X	X	X
A-1.11	OVERALL ROOF & MAX HEIGHT PLAN	X	X	X	X	X	X	X	X
A-1.12	AVERAGE HEIGHT PLAN	X	X	X	X	X	X	X	X
A-2.00	EXTERIOR MATERIAL ELEVATIONS					X	X	X1	X
A-2.01	EXTERIOR MATERIAL ELEVATIONS					X	X	X1	X
A-2.02	NORTH & EAST ELEVATIONS	X	X	X	X	X	X	X1	X
A-2.03	SOUTHEAST & WEST ELEVATIONS	X	X	X	X	X	X	X	X
A-2.04	3D MAX HEIGHT WITH EXISTING TOPO	X	X	X	X	X	X	X	X
A-2.05	3D MAX HEIGHT WITH PROPOSED TOPO	X	X	X	X	X	X	X	X
A-2.10	GARAGE UTILITY DIAGRAM			X	X	X	X		
A-2.21	EXTERIOR ELEVATION SNOW MELT STUDY	X	X	X	X	X	X	X	X
A-2.22	EXTERIOR ELEVATION SNOW MELT STUDY	X	X	X	X	X	X	X	X
A-2.23	TYPICAL DETAILS, WINDOW LEGEND AND DOOR SCHEDULE	X	X	X	X	X	X	X	X
A-2.24	TYPICAL DETAILS						X	X	X
A-3.00	BUILDING SECTION		X	X	X	X	X	X	X
A-111	OS-3BR2-1R TRASH HOLDING PLANS & ELEVATIONS				X	X	X	X	X
08-ELECTRICAL									
E.100	LIGHTING SITE PLAN					X	X	X	X
E.101	PHOTOMETRIC SITE PLAN					X	X	X	X
E.102	POOL DECK & BALCONY PHOTOMETRIC					X	X	X	X
E.200	PHOTOMETRIC SCHEDULES					X	X	X	X
E.201	PHOTOMETRIC CUTSHEETS					X	X	X	X

PROJECT TEAM

OWNER

TIARA TELLURIDE
450 S OLD DIXIE HWY
JUPITER, FL 33458

ARCHITECT

VAULT DESIGN, LLC
2770 ARAPAHOE RD,
STE 132
LAFAYETTE, CO 80026

CIVIL ENGINEER

UPCOMPAHGRE
ENGINEERING, LLC
P.O.BOX 3945
TELLURIDE, CO 81435

LANDSCAPE ARCHITECT

MARPA LANDSCAPE
ARCHITECTURE
1539 PEARL ST
BOULDER, CO 80302

STRUCTURAL ENGINEER

ANCHOR ENGINEERING
2535 17TH ST
DENVER, CO 80211

MECHANICAL/PLUMBING ENGINEER

MCGRATH INCORPORATED
5353 W DARTHMOUTH AVE
SUITE 506
DENVER, CO 80227

ELECTRICAL ENGINEER

AE DESIGN
1900 WAZEE ST, #205
DENVER, CO 80202

LIGHTING DESIGNER

G2J DESIGN NEW
YORK
2287 JOHNSON AVE
SUTE #15 H
RIVERDALE, NY
10463

INTERIORS

ROSE INK WORKSHOP
5 WHITE ST, 4B
NEW YORK, NY 10013

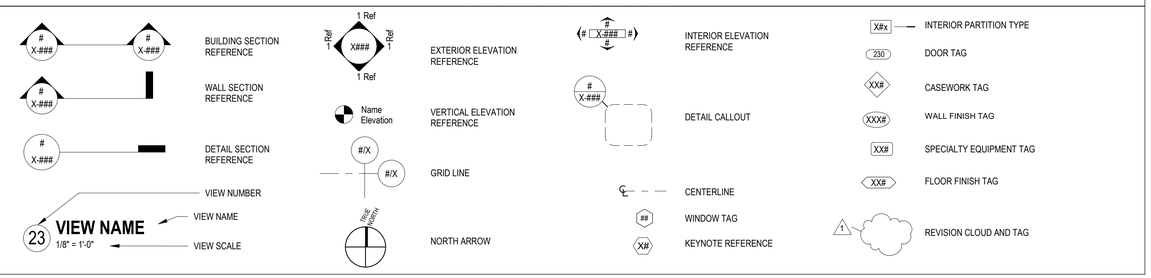
LEED & ENERGY MODELER

INTERTEK
1795 DOGWOOD ST.,
SUITE 200
LOUISVILLE, CO 80027

BUILDING ENVELOPE

ARCHITECTURAL CONSULTING
& FORENSICS, PLLC
4739 N LUNE AVE
CHICAGO, IL 60630

DRAWING SYMBOLS



VAULT DESIGN GROUP

VAULT DESIGN, LLC
2770 ARAPAHOE RD, STE 132,
LAFAYETTE, CO 80026

Uncompahgre Engineering, LLC

MARPA

AE DESIGN
Integrated Lighting and Electrical Solutions
1900 Wazee Street #205 | Denver, CO 80202 | 303.296.3024
aedesign-inc.com Project: 4

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL CONTINUANCE SUBMITTAL 08.08.2022

LOT 109R PUD AMENDMENT FINAL DRB SUBMITTAL 10.21.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 12.16.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 06.01.2023

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

STATE OF COLORADO
KATHY LORD
#11827
LICENSED ARCHITECT
SEAL
NOT FOR CONSTRUCTION

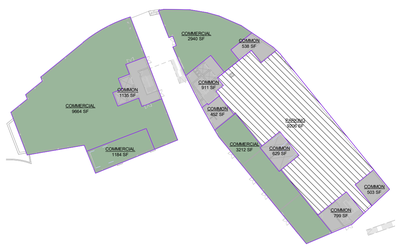
COVER SHEET

G-000

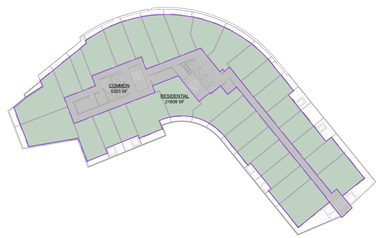
7/10/2023 5:15:30 PM

4 **LEVEL 1/G1A- GROSS AREA**
1/64" = 1'-0"

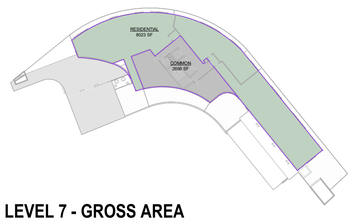
8 **LEVEL 4 - GROSS AREA**
1/64" = 1'-0"



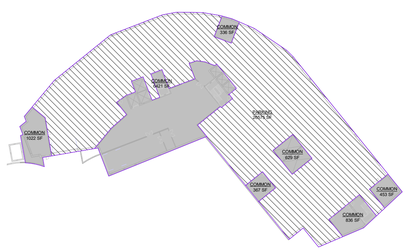
3 **LEVEL G1 PLAZA - GROSS AREA**
1/64" = 1'-0"



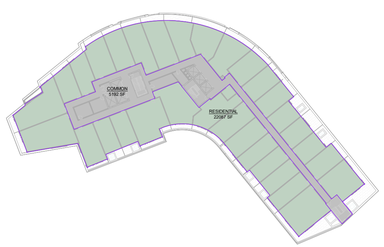
7 **LEVEL 3 - GROSS AREA**
1/64" = 1'-0"



11 **LEVEL 7 - GROSS AREA**
1/64" = 1'-0"

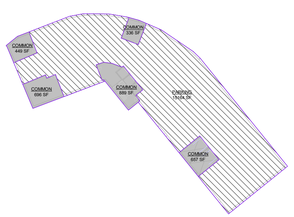


2 **LEVEL G2 PARKING - GROSS AREA**
1/64" = 1'-0"



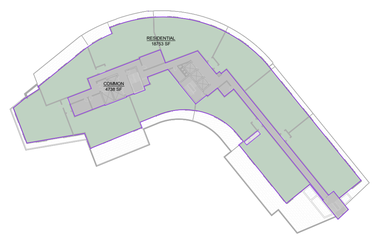
6 **LEVEL 2 - GROSS AREA**
1/64" = 1'-0"

10 **LEVEL 6 - GROSS AREA**
1/64" = 1'-0"



1 **LEVEL G3 PARKING (9500')**
1/64" = 1'-0"

5 **LEVEL 1 MEZZANINE - GROSS AREA**
1/64" = 1'-0"



9 **LEVEL 5 - GROSS AREA**
1/64" = 1'-0"

Building Area Legend

- COMMERCIAL
- COMMON AREA
- PARKING
- RESIDENTIAL

17.8.1 FLOOR AREA, GROSS

1. FLOOR AREA, GROSS. THE SUM OF ALL AREA(S) WITHIN THE EXTERIOR WALLS OF A BUILDING OR PORTION THEREOF, MEASURED FROM THE EXTERIOR FACES OF THE EXTERIOR WALLS, EXCLUDING THE AREA WITHIN ATTACHED OR DETACHED GARAGES AND ATTICS OR CRAWL SPACES PROVIDED THAT SUCH AREAS MEET THE FOLLOWING FLOOR AREA EXCLUSIONS:

1. ATTIC AREAS. ATTIC AREAS SHALL HAVE WITH A CEILING HEIGHT OF FIVE FEET (5') OR LESS AS MEASURED FROM THE TOPSIDE OF THE STRUCTURAL MEMEBERS OF THE FLOOR TO THE UNDERIDE OF THE STRUCTURAL MEMBERS OF THE ROOF DIRECTLY ABOVE.

2. ATTIC AREAS WITH TRUSSES. ATTIC AREAS CREATED BYU CONSTRUCITON OF A ROOF WITH STRUCTURAL TRUSS TYPE MEMBERS PROVIDED THE TRUSSES ARE SPACED NO GREATER THAN THIRTY INCHES (30") APART.

3. ATTIC AREAS WITH NONTRUSS SYSTEM. ATTIC AREAS CREATED BY CONSTRUCTION OF A ROOF STRUCTURE UTILIZING A NONTRUSS SYSTEM WITH SPACES GREATER THAN FIVE FEET (5') IN HEIGHT IF ALL OF THE FOLLOWING CRITERIA ARE MET:

I. THE AREA CANNOT BE ACCESSED DIRECTLY FROM A HABITABLE AREA WITHIN THE SAME BUILDING LEVEL; AND
II. THE AREA SHALL HAVE ONLY THE MINIMUM ACCESS REQUIRED BY THE BUILDING CODES FROM THE LEVEL BELOW; AND
III. THE ATTIC SPACE SHALL NOT HAVE A STRUCTURAL FLOOR CAPABLE OF SUPPORTING A "LIVE LOAD" GREATER THAN 40 POUNDS PER SQUARE FOOT, AND THE "FLOOR" OF THE ATTIC SPACE SHALL NOT BE IMPROVED WITH DECKING.

5. STAIRWAYS. STAIRS WITHIN A DWELLING UNIT SHALL ONLY BE COUNTED ON EVERY OTHER LEVEL.

GROSS COMMON AREA SCHEDULE

LEVEL	NAME	AREA
LEVEL G3 PARKING (9500')	COMMON	889 SF
LEVEL G3 PARKING (9500')	COMMON	336 SF
LEVEL G3 PARKING (9500')	COMMON	696 SF
LEVEL G3 PARKING (9500')	COMMON	657 SF
LEVEL G3 PARKING (9500')	COMMON	449 SF
LEVEL G3 PARKING (9500')	PARKING	15164 SF
LEVEL G2 PARKING (9510')	COMMON	6421 SF
LEVEL G2 PARKING (9510')	COMMON	1022 SF
LEVEL G2 PARKING (9510')	COMMON	336 SF
LEVEL G2 PARKING (9510')	COMMON	836 SF
LEVEL G2 PARKING (9510')	COMMON	453 SF
LEVEL G2 PARKING (9510')	COMMON	367 SF
LEVEL G2 PARKING (9510')	COMMON	629 SF
LEVEL G2 PARKING (9510')	PARKING	26575 SF
LEVEL G1 PLAZA MAIN LEVEL (9520')	COMMON	1135 SF
LEVEL G1 PLAZA MAIN LEVEL (9520')	COMMON	911 SF
LEVEL G1 PLAZA MAIN LEVEL (9520')	COMMON	538 SF
LEVEL G1 PLAZA MAIN LEVEL (9520')	COMMON	503 SF
LEVEL G1 PLAZA MAIN LEVEL (9520')	COMMON	799 SF
LEVEL G1 PLAZA MAIN LEVEL (9520')	COMMON	629 SF
LEVEL G1 PLAZA MAIN LEVEL (9520')	COMMON	452 SF
LEVEL G1 PLAZA MAIN LEVEL (9520')	PARKING	9206 SF
LEVEL 1 (9535')	COMMON	9497 SF
LEVEL 1 (9535')	COMMON	1320 SF
LEVEL 1 (9535')	COMMON	477 SF
LEVEL 1 (9535')	COMMON	310 SF
LEVEL 1 (9535')	COMMON	629 SF
LEVEL 1 (9535')	PARKING	12877 SF
LEVEL 1 (9535')	PARKING	3118 SF
LEVEL 1 MEZZANINE (9540')	COMMON	5874 SF
LEVEL 2 (9550')	COMMON	5192 SF
LEVEL 3 (9560.5')	COMMON	5293 SF
LEVEL 4 (9571')	COMMON	4387 SF
LEVEL 5 (9581.5')	COMMON	4738 SF
LEVEL 6 (9592')	COMMON	5993 SF
LEVEL 7 (9603.5')	COMMON	2696 SF
Grand total: 36		131404 SF

GROSS RESIDENTIAL AREA SCHEDULE

LEVEL	NAME	AREA
LEVEL 1 MEZZANINE (9540')	RESIDENTIAL	4552 SF
LEVEL 1 MEZZANINE (9540')	RESIDENTIAL	4029 SF
LEVEL 2 (9550')	RESIDENTIAL	22087 SF
LEVEL 3 (9560.5')	RESIDENTIAL	21608 SF
LEVEL 4 (9571')	RESIDENTIAL	21459 SF
LEVEL 5 (9581.5')	RESIDENTIAL	18753 SF
LEVEL 6 (9592')	RESIDENTIAL	5161 SF
LEVEL 6 (9592')	RESIDENTIAL	3323 SF
LEVEL 7 (9603.5')	RESIDENTIAL	8023 SF
Grand total: 9		108995 SF

GROSS COMMERCIAL AREA SCHEDULE

LEVEL	NAME	AREA
LEVEL G1 PLAZA MAIN LEVEL (9520')	COMMERCIAL	9664 SF
LEVEL G1 PLAZA MAIN LEVEL (9520')	COMMERCIAL	2940 SF
LEVEL G1 PLAZA MAIN LEVEL (9520')	COMMERCIAL	3212 SF
LEVEL G1 PLAZA MAIN LEVEL (9520')	COMMERCIAL	1184 SF
LEVEL 1 (9535')	COMMERCIAL	1128 SF
LEVEL 1 (9535')	COMMERCIAL	488 SF
LEVEL 6 (9592')	COMMERCIAL	937 SF
LEVEL 6 (9592')	COMMERCIAL	3056 SF
Grand total: 8		22609 SF

TRUE NORTH

1/64" = 1'
0 32' 64' 128'

VAULT DESIGN GROUP
VAULT DESIGN, LLC
2770 ARAPAHOE RD, STE 132,
LAFAYETTE, CO 80026

Uncompahgre Engineering, LLC

MARPA

AE DESIGN
Integrated Lighting and Electrical Solutions
1900 Wazee Street #205 | Denver, CO 80202 | 303.296.3024
aedesign.inc.com Project: 6

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL CONTINUANCE SUBMITTAL 08.08.2022

LOT 109R PUD AMENDMENT FINAL DRB SUBMITTAL 10.21.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 12.16.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 06.01.2023

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

STATE OF COLORADO
KATHY LORD
LICENSED ARCHITECT
NOT FOR CONSTRUCTION
SEAL

FLOOR AREA GROSS

G-001

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17.8.1 NET FLOOR AREA

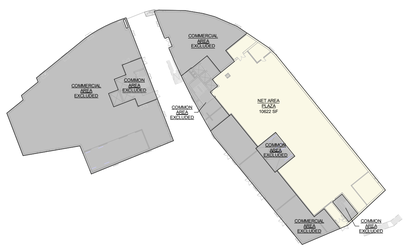
7. NET FLOOR AREA. THE FLOOR AREA AS MEASURED FROM THE EXTERIOR WALL ASSEMBLY AND EXCLUDES COMMERCIAL SPACE, SPAS, DORM ROOMS AND COMMON AREAS.

NET FLOOR AREA

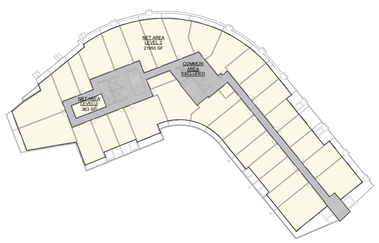
LEVEL	NAME	AREA
LEVEL G3 PARKING (9500')	NET AREA G3	17063 SF
LEVEL G2 PARKING (9510')	NET AREA G2	34789 SF
LEVEL G1 PLAZA (9522')	NET AREA PLAZA	10622 SF
LEVEL 1 (9535')	NET AREA LEVEL 1	17248 SF
LEVEL 1 (9535')	NET AREA LEVEL 1	2221 SF
LEVEL 2 (9550')	NET AREA LEVEL 2	22318 SF
LEVEL 2 (9550')	NET AREA LEVEL 2	374 SF
LEVEL 3 (9560.5')	NET AREA LEVEL 3	21955 SF
LEVEL 3 (9560.5')	NET AREA LEVEL 3	363 SF
LEVEL 4 (9571')	NET AREA LEVEL 4	21709 SF
LEVEL 5 (9581.5')	NET AREA LEVEL 5	19513 SF
LEVEL 6 (9592')	NET AREA LEVEL 6	5161 SF
LEVEL 6 (9592')	NET AREA LEVEL 6	3421 SF
LEVEL 6 (9592')	NET AREA LEVEL 6	785 SF
LEVEL 7 (9603.5')	NET AREA LEVEL 7	9523 SF
Grand total: 15		187065 SF

4 **LEVEL 1 (9535')**
1/64" = 1'-0"

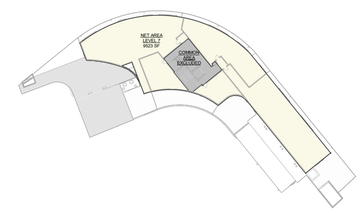
8 **LEVEL 4 (9571')**
1/64" = 1'-0"



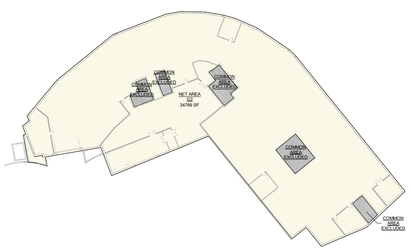
3 **LEVEL G1 PLAZA (9522')**
1/64" = 1'-0"



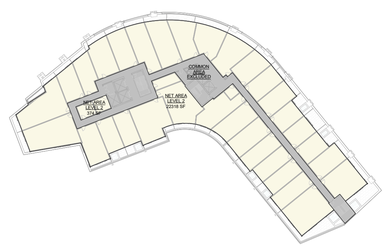
7 **LEVEL 3 (9560.5')**
1/64" = 1'-0"



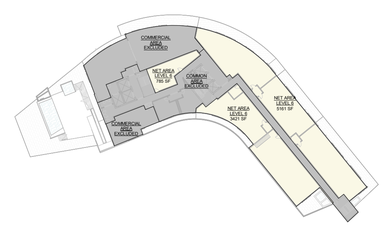
11 **LEVEL 7 (9603.5')**
1/64" = 1'-0"



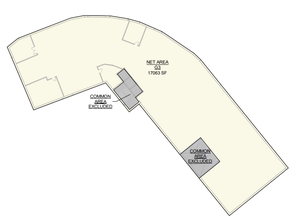
2 **LEVEL G2 PARKING (9510')**
1/64" = 1'-0"



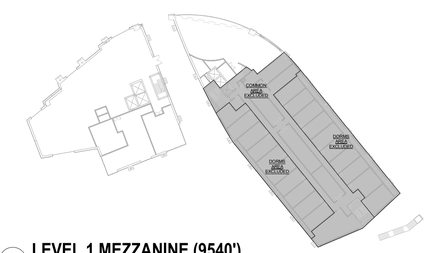
6 **LEVEL 2 (9550')**
1/64" = 1'-0"



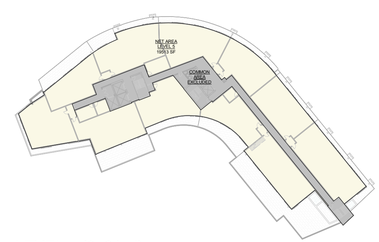
10 **LEVEL 6 (9592')**
1/64" = 1'-0"



1 **LEVEL G3 PARKING (9500')**
1/64" = 1'-0"



5 **LEVEL 1 MEZZANINE (9540')**
1/64" = 1'-0"



9 **LEVEL 5 (9581.5')**
1/64" = 1'-0"

TRUE NORTH

1/32" = 1'
0 16' 32' 64'

VAULT DESIGN GROUP

VAULT DESIGN, LLC
2770 ARAPAHOE RD, STE 132,
LAFAYETTE, CO 80026

Uncompahgre Engineering, LLC

MARPA

AE DESIGN
Integrated Lighting and Electrical Solutions
1900 Wazee Street #205 | Denver, CO 80202 | 303.296.3024
aedesigns.inc.com Project: 6

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022

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LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 06.01.2023

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

STATE OF COLORADO
KATSUYA TOMO
LICENSED ARCHITECT
NOT FOR CONSTRUCTION
SEAL

NET FLOOR AREA

G-002

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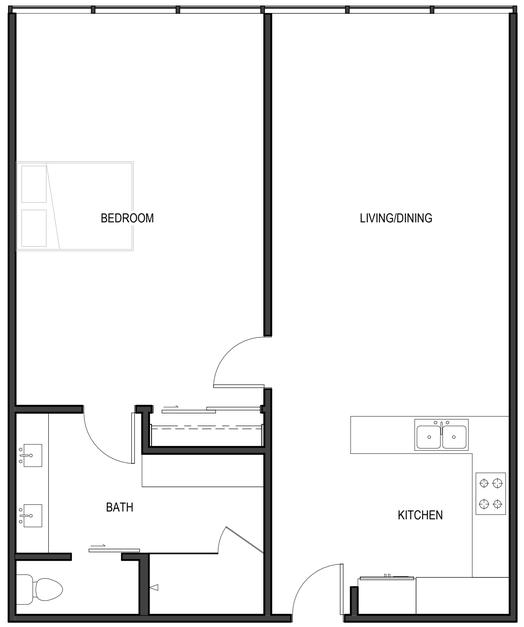
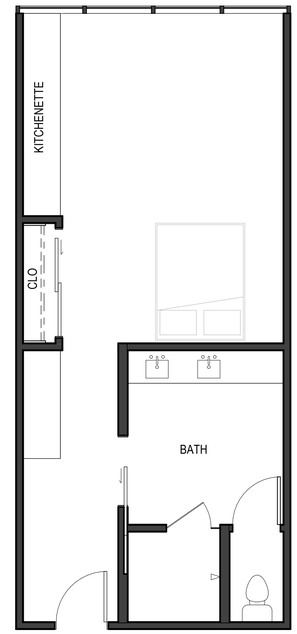
NOTE:
DIAGRAMATIC INTERIOR DESIGN IS PROVIDED PER STAFF REQUEST.

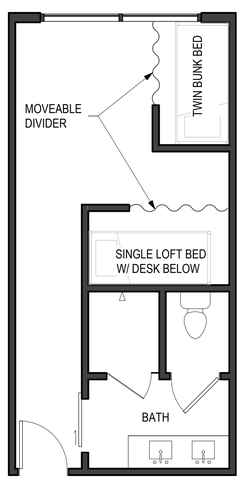
PER 17.8.1 DEFINITIONS
Efficiency Lodge. A zoning designation that means a habitable, one (1) room space with separate bath and limited kitchen facilities used for Short-Term Accommodations. Limited kitchen facilities may include a sink, microwave, two-element burner, and six (6) cubic foot (maximum) refrigerator trash compactor and garbage disposal. These units may be in a condominium community.
Employee Apartment. A zoning designation that means employee apartment multifamily dwelling units that cannot be separately subdivided or conveyed as individual condominium units the occupancy of which is limited to employees and are encumbered by the workforce housing restriction.
Employee Dorm. A zoning designation that means employee dorm units that are within a building with individual sleeping rooms that provide sleeping and living accommodations with shared kitchen and recreational facilities and that cannot be separately subdivided or conveyed as individual units, the occupancy of which is limited to employees that are encumbered by the workforce housing restriction.
Lodge. A zoning designation that means a two (2) room space plus a mezzanine with up to two separate baths and a full kitchen. These units may be in a condominium community.



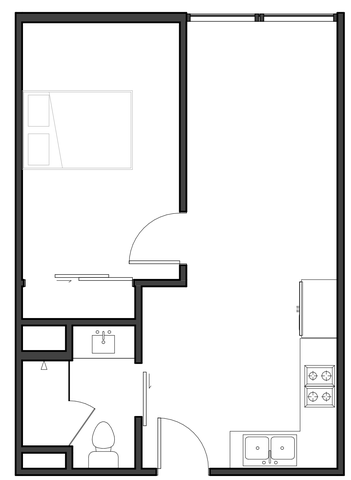
LODGE DIAGRAMMATIC ONLY
DESIGN TBD



EFFICIENCY LODGE
DIAGRAMMATIC ONLY
DESIGN TBD



EMPLOYEE DORM
DIAGRAMMATIC
ONLY
DESIGN TBD



EMPLOYEE APT.
DIAGRAMMATIC ONLY
DESIGN TBD

VAULT DESIGN GROUP
VAULT DESIGN, LLC
2770 ARAPAHOE RD, STE 132,
LAFAYETTE, CO 80026

Uncompahgre
Engineering, LLC

MARPA

AE DESIGN
Integrated Lighting and Electrical Solutions
1900 Wazee Street #305 | Denver, CO 80202 | 801.296.3024
aedesign-inc.com
Project #:

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022

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LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 06.01.2023

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

STATE OF COLORADO
KATHY LORD
101827
LICENSED ARCHITECT
SEAL
NOT FOR CONSTRUCTION

PLAN DIAGRAMS

G-003

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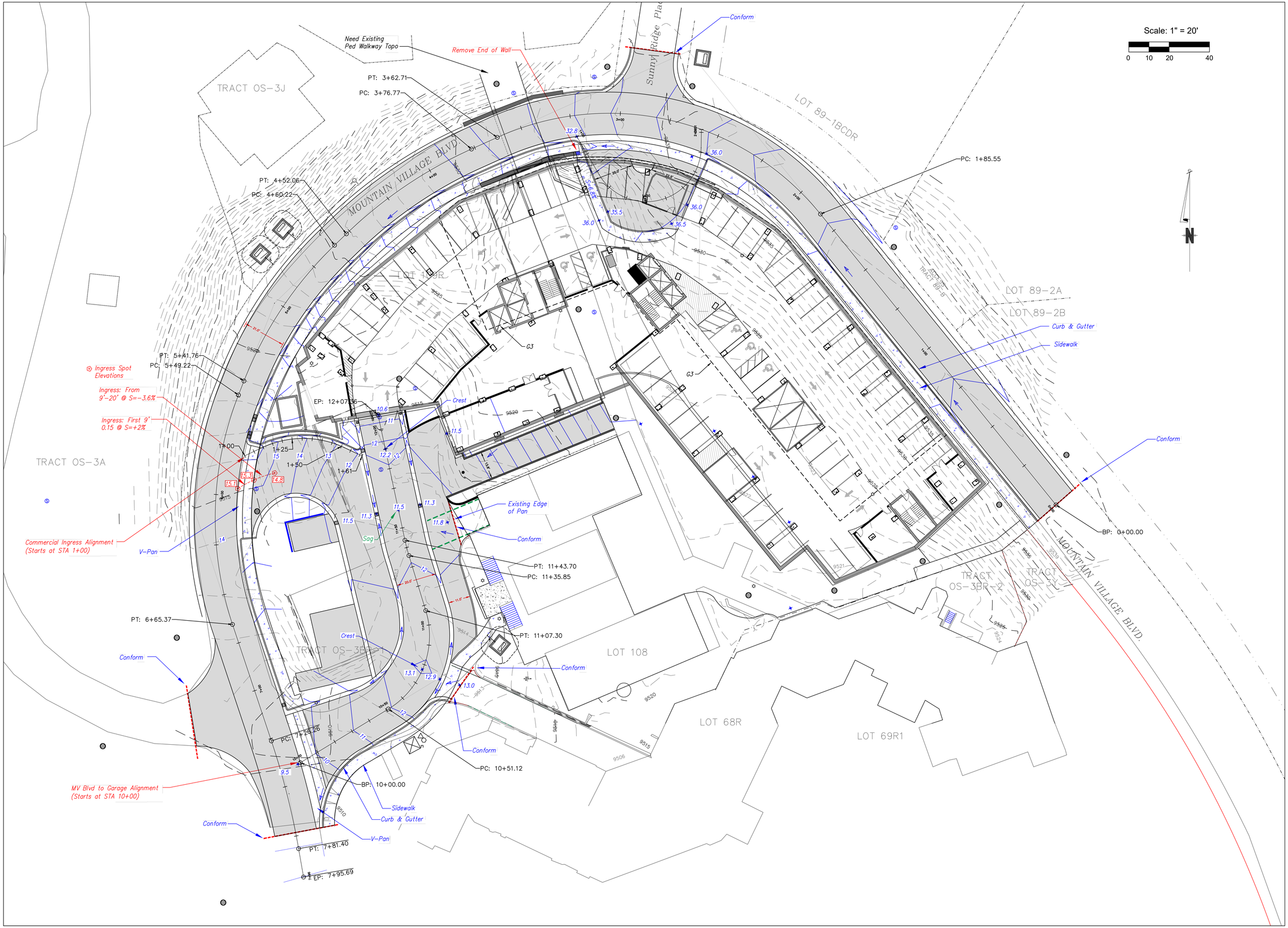


Uncompahgre Engineering, LLC

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

SUBMISSIONS:

Submittal	2022-03-04
Submittal	2022-04-15
Submittal	2022-05-19
Submittal	2022-06-07
Submittal	2022-08-08
Submittal	2022-09-23
Submittal	2022-10-21
Town Council	2022-12-16
Submittal	2023-04-30
Town Council 1st Reading	2023-06-01
Town Council 1st Reading	2023-07-19

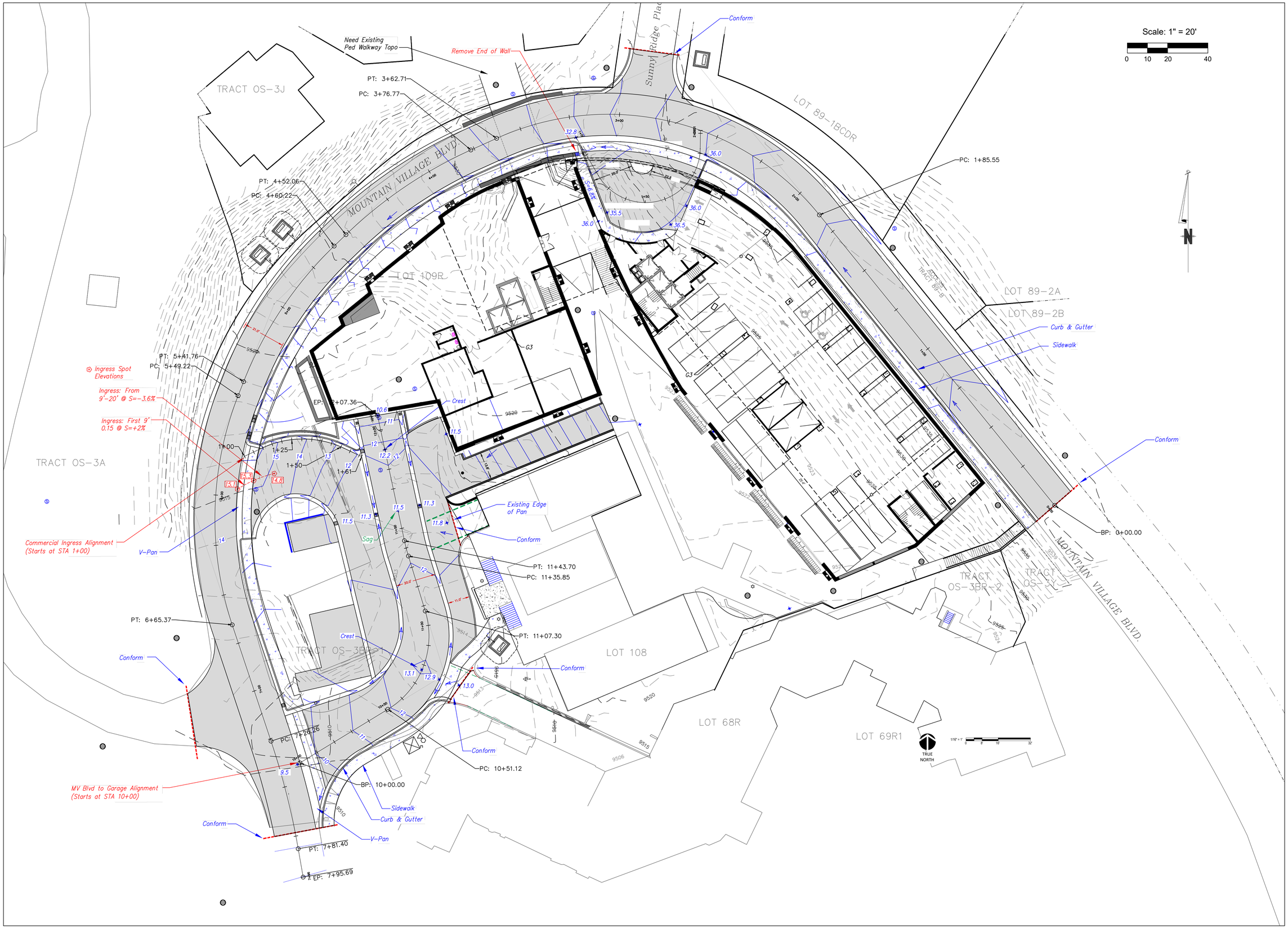
Lot 109R
Mtn. Village, CO

COLORADO LICENSED PROFESSIONAL ENGINEER 39645 06-01-23
NOT FOR CONSTRUCTION

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
with
G2 Level

C2.1



Uncompahgre Engineering, LLC

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

SUBMISSIONS:

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Submittal	2022-04-15
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Lot 109R
Mtn. Village, CO

COLORADO LICENSED PROFESSIONAL ENGINEER 39645 06-01-23
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Site Grading

with

Porte Cochere Level

C2.2

Scale: 1" = 20'

0 10 20 40

N

LOT 89-1BCDR

MOUNTAIN VILLAGE BLVD.

LOT 109R

LOT 89-2A

LOT 89-2B

TRACT 89-B

Ingress Spot Elevations

Ingress: From 9'-20' @ S=-3.6%

Ingress: First 9' 0.15 @ S=+2%

EP: 2+07.56

1+00

1+25

1+50

1+61

15.1

14.2

TRACT OS-3A

Commercial Ingress Alignment (Starts at STA 1+00)

PT: 11+43.70

PC: 11+35.85

PT: 11+07.30

TRACT OS-3BR-1

LOT 108

TRACT OS-3BR-2

TRACT OS-3X

MOUNTAIN VILLAGE BLVD.

LOT 68R

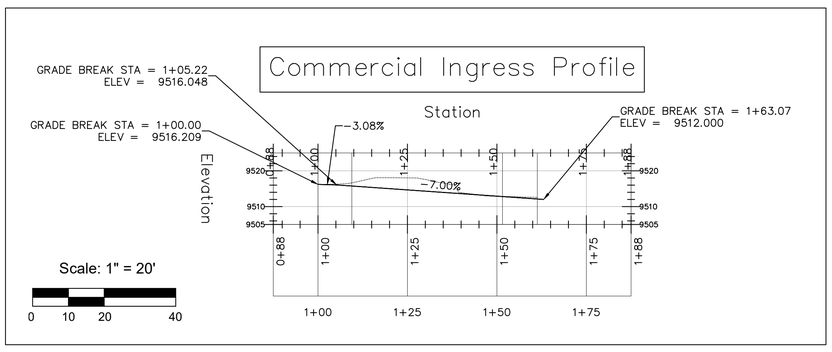
LOT 69R1

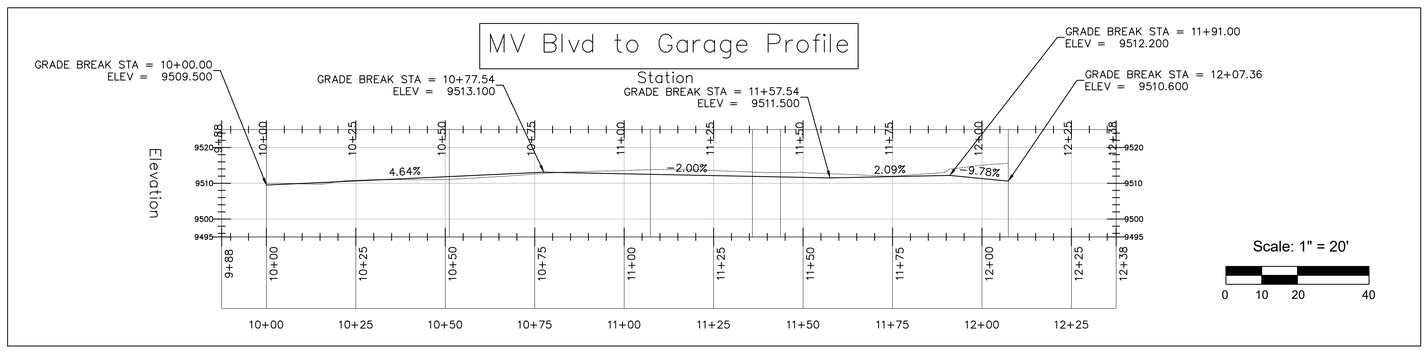
TRUE NORTH

PC: 10+51.12

BP: 10+00.00

MV Blvd to Garage Alignment (Starts at STA 10+00)





Uncompahgre Engineering, LLC

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

SUBMISSIONS:

Submittal	2022-03-04
Submittal	2022-04-15
Submittal	2022-05-19
Submittal	2022-06-07
Submittal	2022-08-08
Submittal	2022-09-23
Submittal	2022-10-21
Town Council	2022-12-16
Submittal	2023-04-30
Town Council 1st Reading	2023-06-01
Town Council 1st Reading	2023-07-19

Lot 109R
Mtn. Village, CO

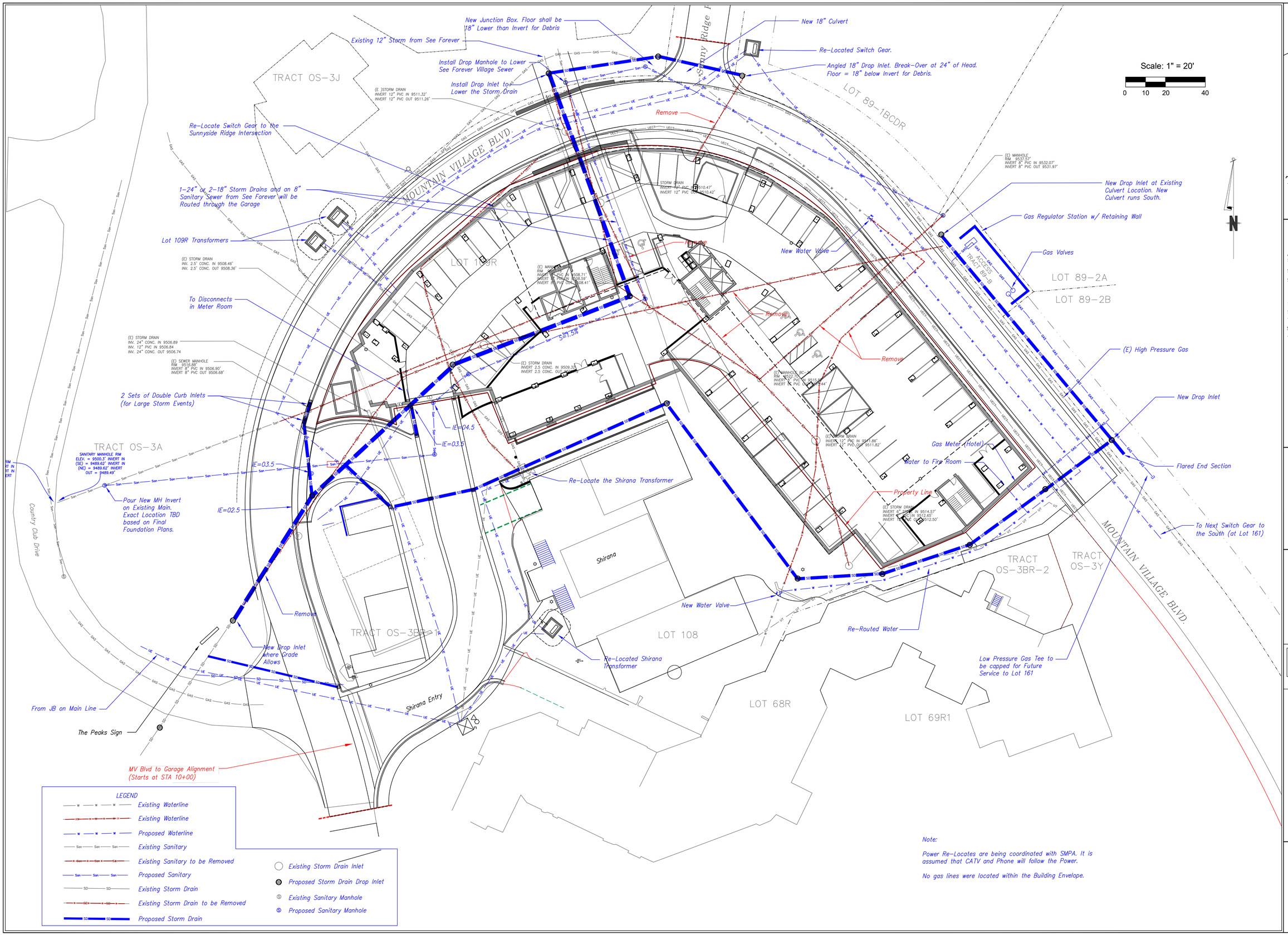
COLORADO LICENSED PROFESSIONAL ENGINEER 29645 06-01-23

NOT FOR CONSTRUCTION

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

Profiles

C2.3



Note:

Power Re-Locates are being coordinated with SMPA. It is assumed that CATV and Phone will follow the Power.

No gas lines were located within the Building Envelope.

Uncompahgre Engineering, LLC

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

SUBMISSIONS:

Submittal	2022-03-04
Submittal	2022-05-19
Submittal	2022-06-07
Submittal	2022-08-08
Submittal	2022-09-23
Submittal	2022-10-21
Town Council	2023-01-09
Submittal	2023-04-30
Town Council 1st Reading	2023-06-01
Town Council 1st Reading	2023-07-19

Lot 109R
Mtn. Village, CO

COLORADO REGISTERED PROFESSIONAL ENGINEER 29645 06-01-23
NOT FOR CONSTRUCTION

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

Utility
and
Storm
Drain

C3.1

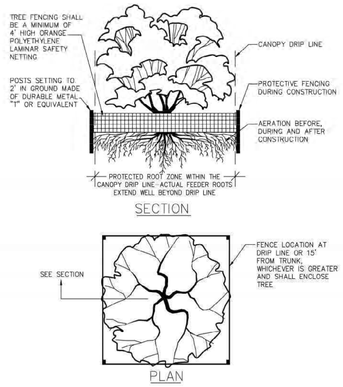
EXISTING TREE PROTECTION REPORT

ID	COMMON NAME	BOTANICAL NAME	AVERAGE SPREAD	HEIGHT	HEIGHT FIRST BRANCH	DBH	ACTION	DATE ASSESSED	NOTES
E01	Colorado Spruce	Picea pungens	10'0"	15'0"	3'6"	4"	Preserve with Tree Protection		
E02	Colorado Spruce	Picea pungens	10'0"	15'0"	3'6"	4"	Preserve with Tree Protection		
E03	Quaking Aspen	Populus tremuloides	5'0"	15'0"	7'0"	4"	Preserve with Tree Protection		
E04	Quaking Aspen	Populus tremuloides	5'0"	15'0"	7'0"	4"	Preserve with Tree Protection		
E05	Quaking Aspen	Populus tremuloides	5'0"	15'0"	7'0"	4"	Preserve with Tree Protection		
E06	Quaking Aspen	Populus tremuloides	5'0"	15'0"	7'0"	4"	Preserve with Tree Protection		

1 EXISTING TREE PLAN
Scale: 1" = 20'-0"

1/16" = 1' 0 8' 16' 32'

TRUE NORTH



2 TREE PROTECTION BARRIER
N.T.S

***NOTE:**
NO UPDATES ARE INCORPORATED FOR LANDSCAPE OR LIGHTING IN THIS SUBMITTAL. PER FINAL DRB CONDITIONS, LANDSCAPE AND PHOTOMETRICS TO BE FINALIZED WITH STAFF REVIEW PRIOR TO PERMIT. ANY DRAWING INCONSISTENCY'S WILL BE ADDRESSED WITH FINAL APPROVED LANDSCAPE AND LIGHTING DESIGN WHEN APPROVAL IS OBTAINED. FINAL COORDINATION OF DRAWINGS TO OCCUR PRIOR TO PERMIT.

TREE PROTECTION BARRIER NOTES

1) Tree protection fencing shall be a minimum of 4' high orange polyethylene laminar safety netting, or equivalent.
2) Tree protection barrier posts shall be made of durable metal ("t-posts"), or equivalent, and shall be installed at a minimum depth of 2' below grade.
4) Existing trees with root zones in close proximity to new construction shall be protected to the maximum possible extent to avoid soil compaction, given the proximity of construction.
5) Tree protection barrier to be approved by Landscape Architect prior to construction.
6) Trees marked to be removed are to be approved by Landscape Architect prior to removal.
7) No roots 2" or larger in diameter shall be cut.
8) Lower branches on evergreens selected for preservation/transplanting need to be lift pruned or "limbed-up" to reduce fuel load and "fire ladder" potential.

Existing Tree to be Removed
Existing Tree to be Preserved-Not in Limits of Work
Existing Tree to Protected
Protection Barrier, see 2/L0.02

VAULT DESIGN GROUP
VAULT DESIGN, LLC
2770 ARAPAHOE RD, STE 132,
LAFAYETTE, CO 80026

Uncompahgre Engineering, LLC

MARPA

AE DESIGN
Integrated Lighting and Electrical Solutions
1900 Wazee Street #305 | Denver, CO 80202 | 303 296. 3024
aedesign-inc.com Project #:

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL CONTINUANCE SUBMITTAL 08.08.2022

LOT 109R PUD AMENDMENT FINAL DRB SUBMITTAL 10.21.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 12.16.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 06.01.2023

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

SEAL

Existing Tree Plan & Report

L0.02

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1 LANDSCAPE PLAN
Scale: 1" = 20'-0"

1/16" = 1' 0 8 16 32

TRUE NORTH

NOTE
PUBLIC PROPERTY PLAZA TO RETAIN 13'-8" MIN DRIVEABLE CIRCULATION
PRIVATE PROPERTY PLAZA TO RETAIN 10' MIN DRIVEABLE CIRCULATION

LEGEND

HARDSCAPE 1 | HARDSCAPE 2 | HARDSCAPE 3 | ROCK SLAB | FLAGSTONE | BOULDER | STEPPING STONE | PLANTING BED/MULCH | NATIVE SEED | PROPOSED DECIDUOUS TREE | PROPOSED EVERGREEN TREE

EXISTING TREES | FIRE PIT | PROPERTY LINE | PLANTER | CARVED STONE BENCH | CRUSHED ROCK

VAULT DESIGN GROUP

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Projekt: 8

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022

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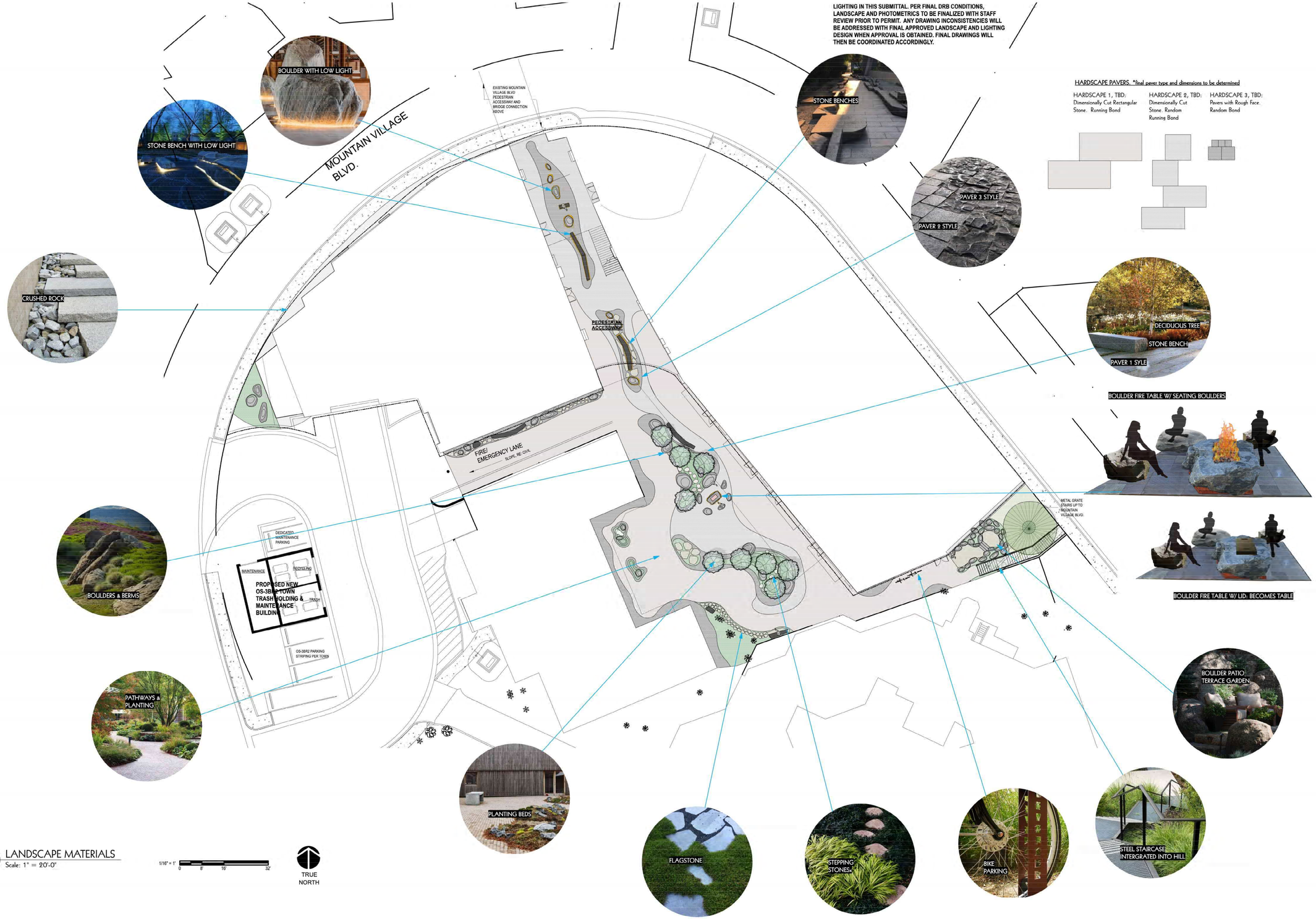
SEAL

Plaza Landscape Plan

L1.01

LIGHTING IN THIS SUBMITTAL. PER FINAL DRB CONDITIONS, LANDSCAPE AND PHOTOMETRICS TO BE FINALIZED WITH STAFF REVIEW PRIOR TO PERMIT. ANY DRAWING INCONSISTENCIES WILL BE ADDRESSED WITH FINAL APPROVED LANDSCAPE AND LIGHTING DESIGN WHEN APPROVAL IS OBTAINED. FINAL DRAWINGS WILL THEN BE COORDINATED ACCORDINGLY.



HARDSCAPE PAVERS, *final paver type and dimensions to be determined

HARDSCAPE 1, TBD: Dimensionally Cut Rectangular Stone. Running Bond

HARDSCAPE 2, TBD: Dimensionally Cut Stone. Random Running Bond

HARDSCAPE 3, TBD: Pavers with Rough Face. Random Bond

1 LANDSCAPE MATERIALS
Scale: 1" = 20'-0"

1/16" = 1' 0 8' 16' 32'

TRUE NORTH

LEGEND

HARDSCAPE 1 | HARDSCAPE 2 | HARDSCAPE 3 | ROCK SLAB | FLAGSTONE | BOULDER | STEPPING STONE | PLANTING BED/MULCH | NATIVE SEED

EXISTING TREES | FIRE PIT | PROPERTY LINE | PLANTER | CARVED STONE BENCH | GRAVEL/CRUSHED ROCK

VAULT DESIGN GROUP

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aedesign-inc.com Project #:

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

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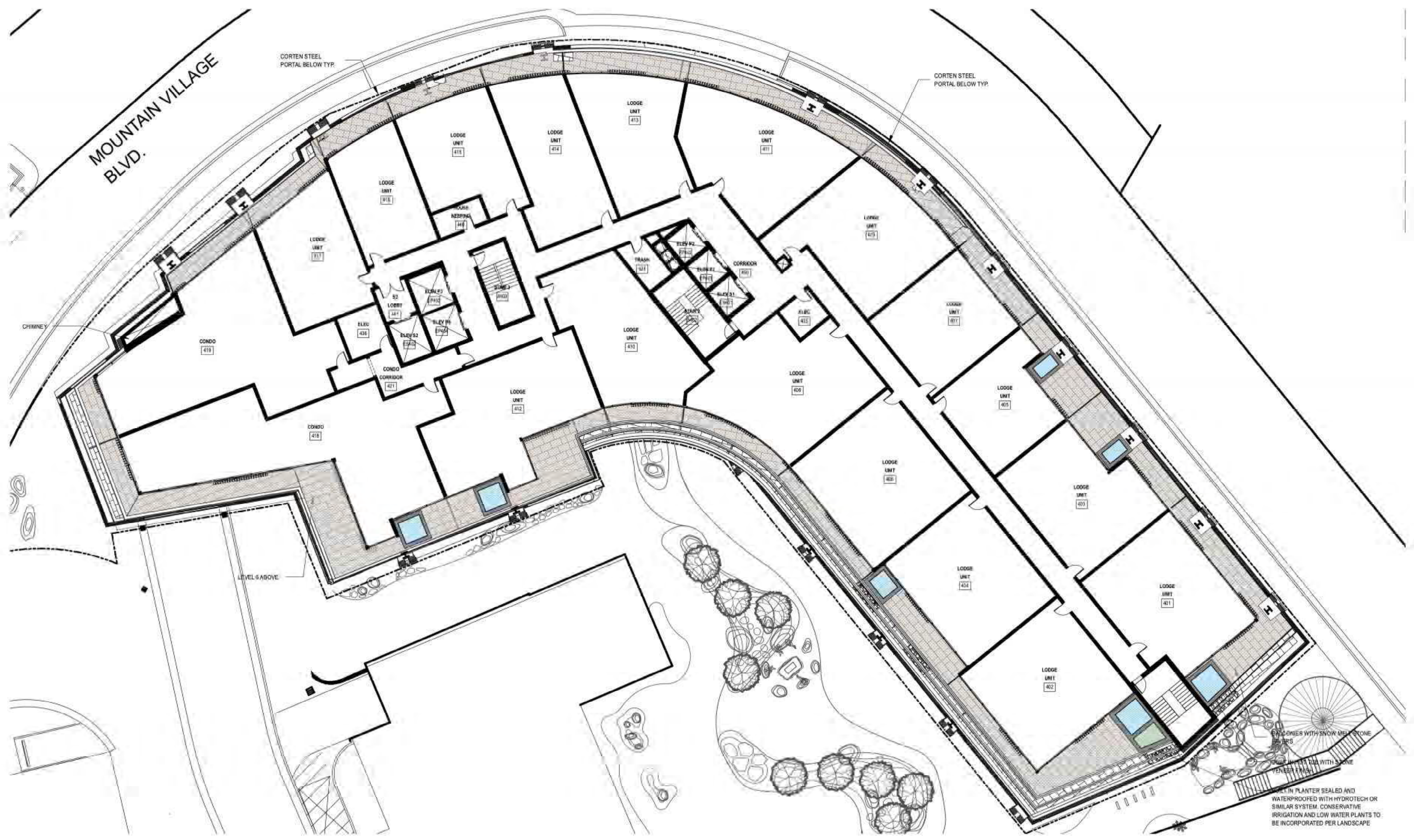
SEAL

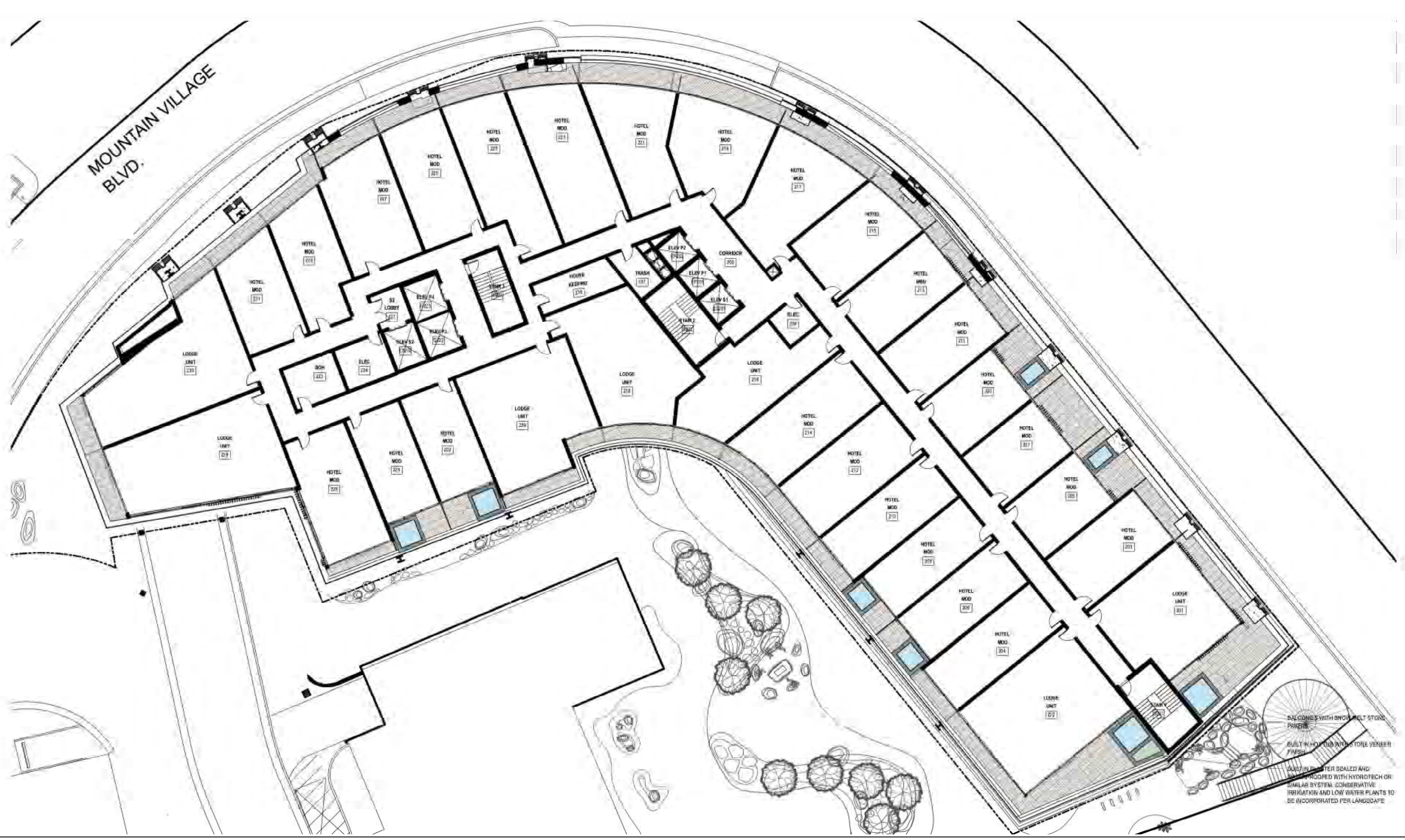
Plaza Landscape Materials

L1.02



3 Floor 4
Scale: 1" = 30'-0"

2 Floor 3
Scale: 1" = 30'-0"



1 Floor 2
Scale: 1" = 30'-0"

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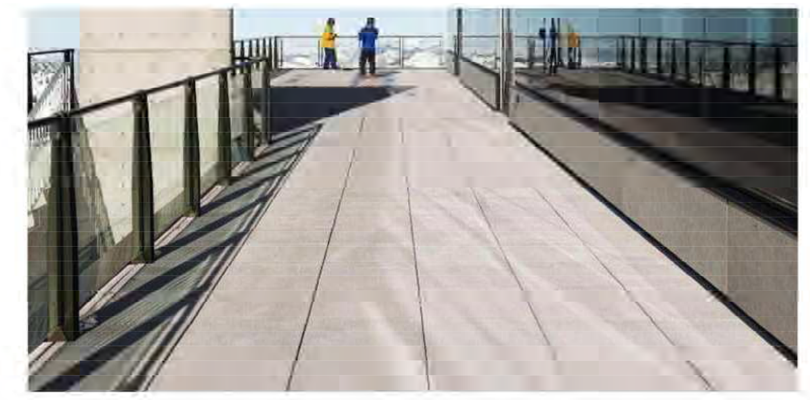
PAVERS WITH SNOW MELT

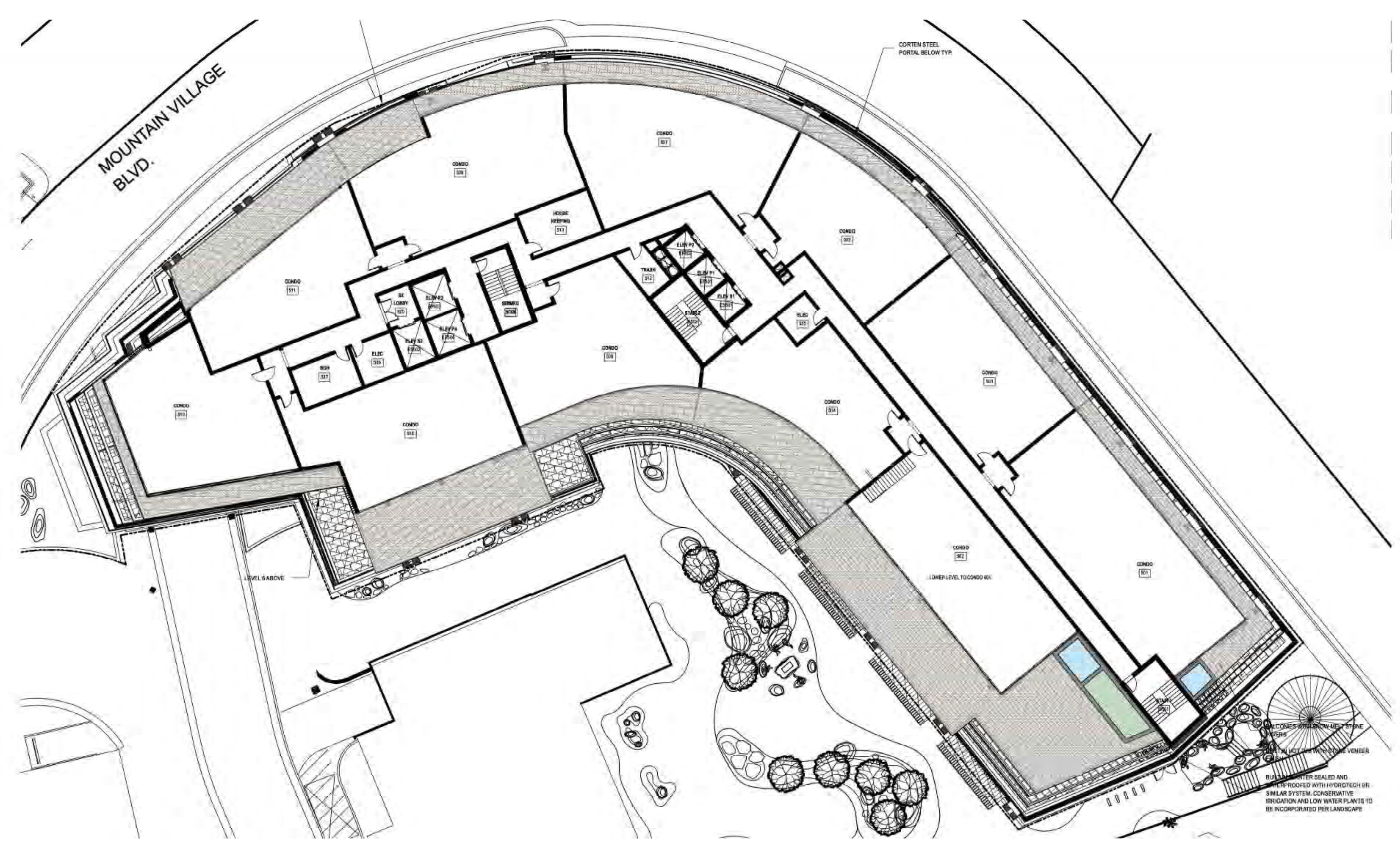


SPA WITH STONE VENEER

PLANTER WITH STONE VENEER- TO HAVE DRIP IRRIGATION
to be planted with annuals or with perennials chosen from the approved Mountain Village plant list

1"=30' 0 15' 30' 60'

TRUE NORTH



4 Floor 5
Scale: 1" = 30'-0"

VAULT DESIGN GROUP
VAULT DESIGN, LLC
2770 ARAPAHOE RD, STE 132,
LAFAYETTE, CO 80026

Uncompahgre Engineering, LLC

MARPA
landscape architecture + construction

AE DESIGN
Integrated Lighting and Electrical Solutions
1900 Wazee Street #205 | Denver, CO 80202 | 303.296.3034
aedesign-inc.com Project #:

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022

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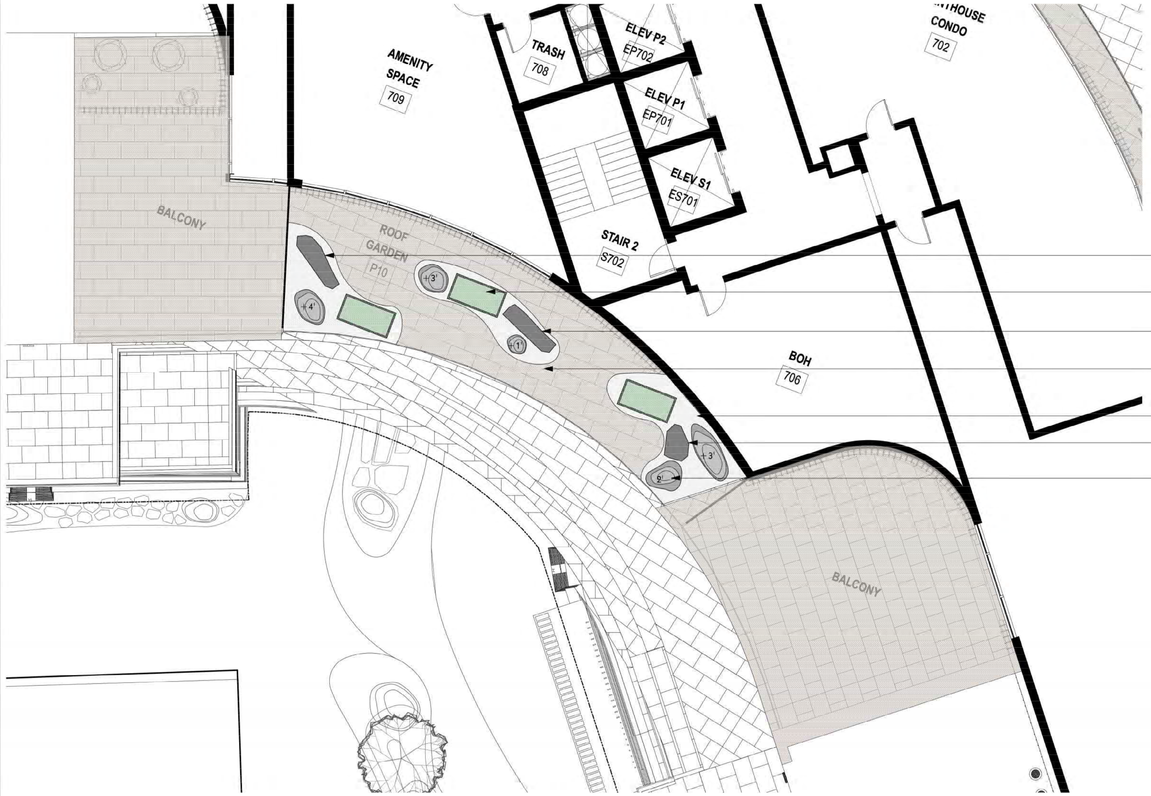
SEAL

Landscape Floors 2-5

L1.03



CARVED SLAB BENCH +15-20" TALL

PORTABLE VEGETABLE PLANTER BOXES, ABOUT 38" TALL

CARVED SLAB BENCH, TYP. +15-20" TALL

PAVERS ON SNOW MELT

CRUSHED ROCK

CARVED SLAB BENCH +15-20" TALL

BOULDERS, TYP.

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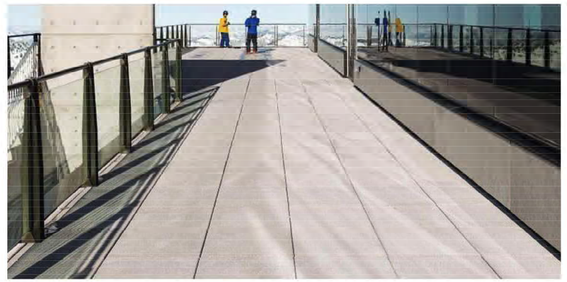
CHEF'S PLANTER BOXES- TO HAVE DRIP IRRIGATION

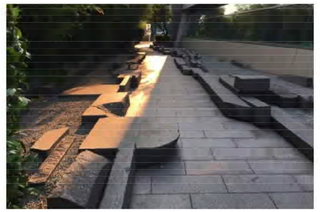
PAVERS WITH SNOW MELT



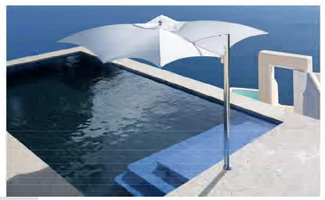
1 7th Floor Garden
Scale: 1/8" = 1'-0"

CRUSHED ROCK

CARVED SLAB BENCE



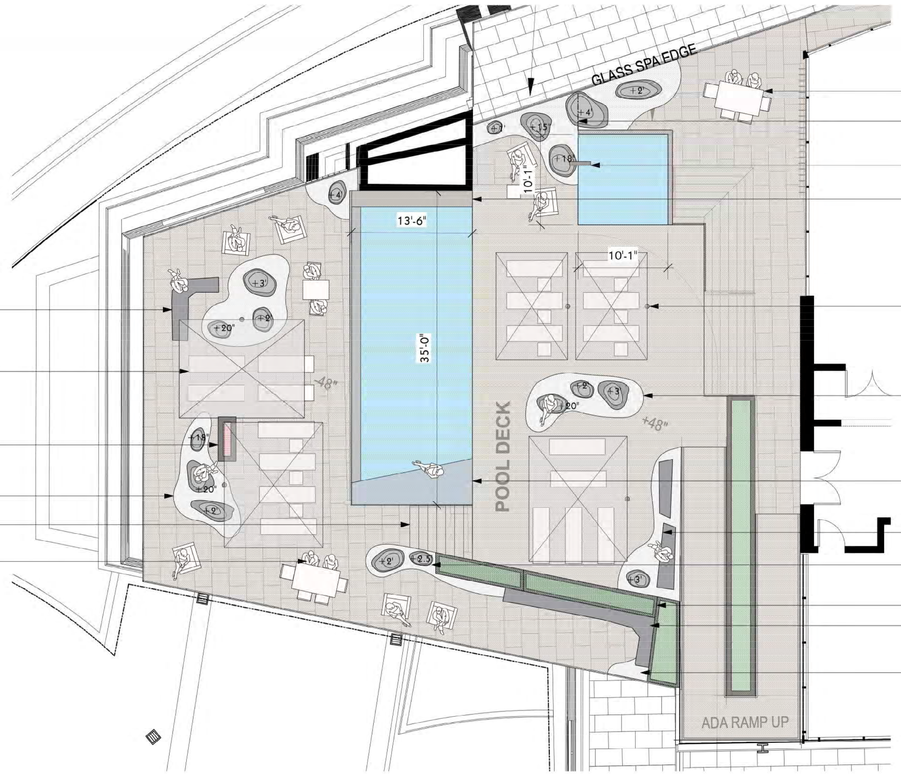
MOUNTED/REMOVABLE PARASOL W/ SUITABLE WIND RATING



POOL/SPA W/ STONE

FIRE PIT

PLANTER WITH STEEL VENEER- TO HAVE DRIP IRRIGATION
to be planted with annuals or with perennials chosen from the approved Mountain Village plant list



CARVED STONE BENCH TO LOOK AT VIEW, +18"

SHADE PARASOL OR NON-PERMANENT CABANA WITH LOUNGE CHAIRS

FIRE PIT, 15" TALL

CRUSHED ROCK BEDS AT GRADE

STAIRS

VARIOUS SEATING AND TABLES

OUTDOOR TABLE

GRADE CHANGE (UPPER ROCK GARDEN +48"). BOULDER RETAINS GRADE

WATER SPOUT OUT OF BOULDER, FOR SPA

PANELS OVER AUTOCOVER TRACK

SHADE PARASOL OR NON-PERMANENT CABANA W/ LOUNGE CHAIRS AND TABLES

CRUSHED ROCK ISLAND WITH BOULDERS, TYP.

PATIO OVERHANGE (POOL AND POOL COVER EXTEND BELOW)

CARVED STONE BENCHES, 15-20" TALL, TYP.

BOULDER RETANING AGAINST STAIRS

PLANTERS (30" TALL)

CARVED STONE BENCHES

CRUSHED ROCK

2 6th Floor Pool Deck
Scale: 1/8" = 1'-0"

1/8" = 1' 0 4' 8' 16'

TRUE NORTH

VAULT DESIGN GROUP
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Uncompahgre Engineering, LLC

MARPA

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aedesign-inc.com
Project: 6

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022

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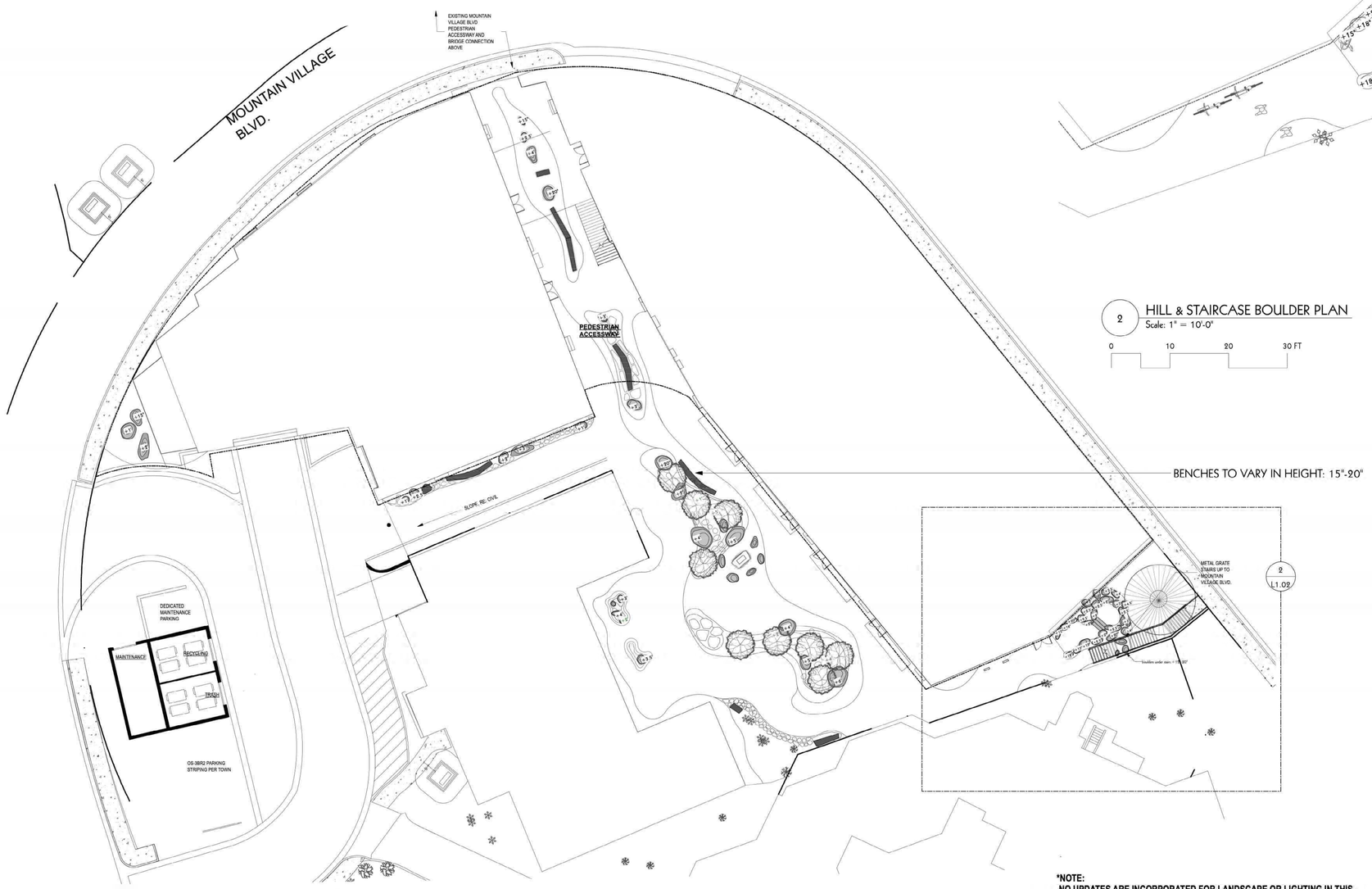
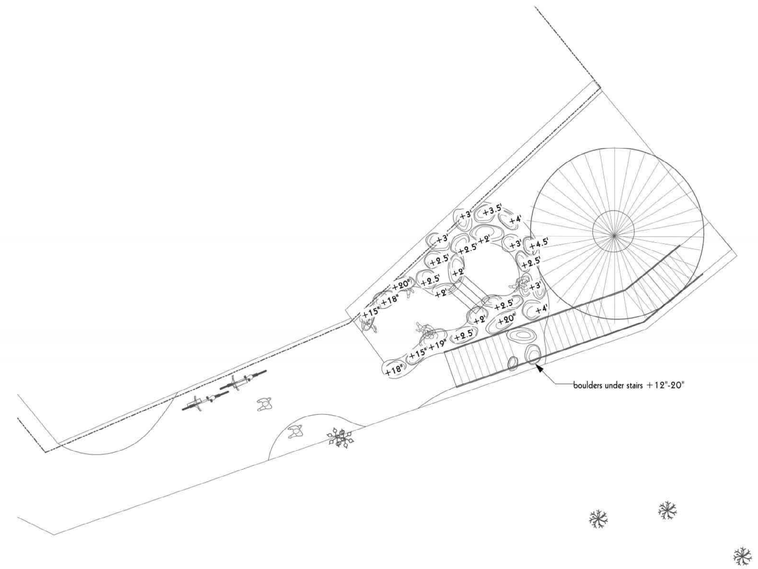
SEAL

Landscape Floors 6-7

L1.04



1 PLAZA LANDSCAPE BOULDERS PLAN
Scale: 1" = 20'-0"



2 HILL & STAIRCASE BOULDER PLAN
Scale: 1" = 10'-0"

0 10 20 30 FT

LEGEND

+000	PROPOSED BERM HEIGHT (ABOVE GRADE)
+000	PROPOSED BOULDER HEIGHT (ABOVE GRADE)

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N

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Uncompahgre Engineering, LLC

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Integrated Lighting and Electrical Solutions
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aedesign@rcn.com
Project #

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

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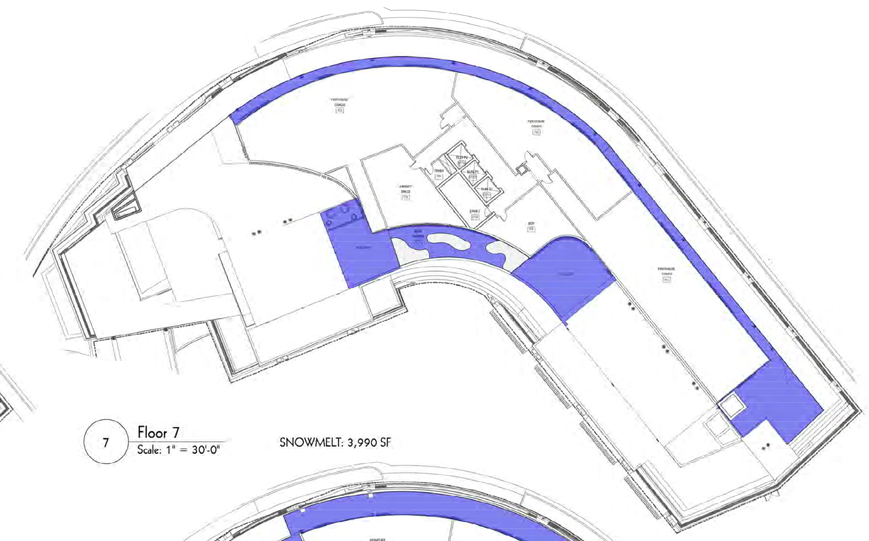
SEAL

Plaza Landscape Boulder Plan

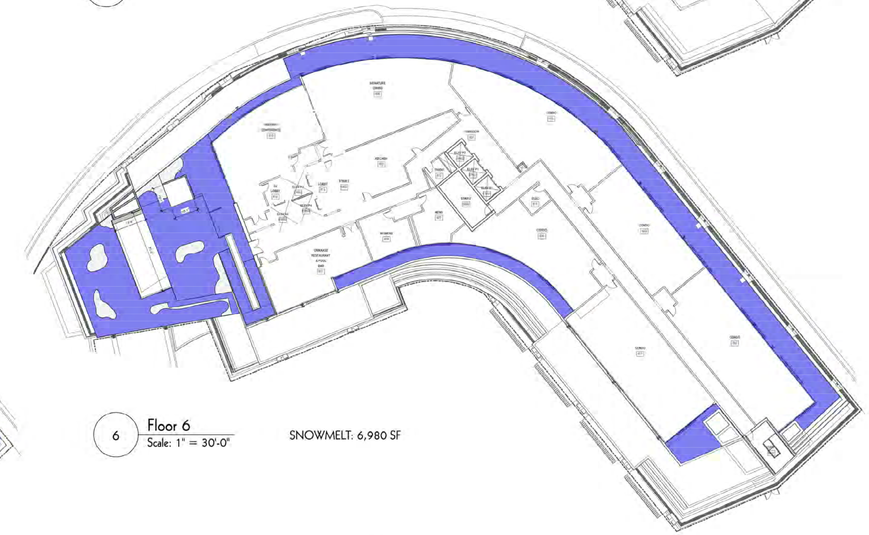
L2.01

4 Floor 4
Scale: 1" = 30'-0"
SNOWMELT: 4,237 SF



7 Floor 7
Scale: 1" = 30'-0"
SNOWMELT: 3,990 SF

3 Floor 3
Scale: 1" = 30'-0"
SNOWMELT: 4,159 SF



6 Floor 6
Scale: 1" = 30'-0"
SNOWMELT: 6,980 SF

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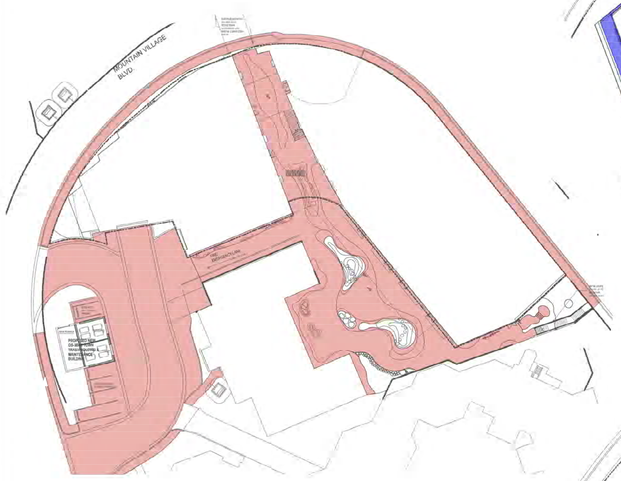


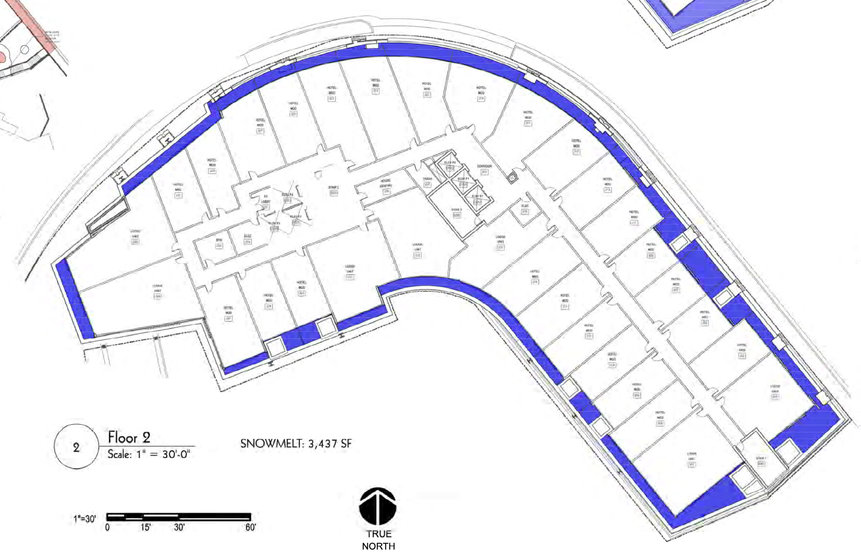
1 SNOWMELT PLAN AT PLAZA
Scale: 1" = 50'-0"
SNOWMELT: 30,941 SF

1" = 50' 0 25' 50' 100'

LEGEND

PUBLIC SNOWMELT:
approximately 30,941 sf

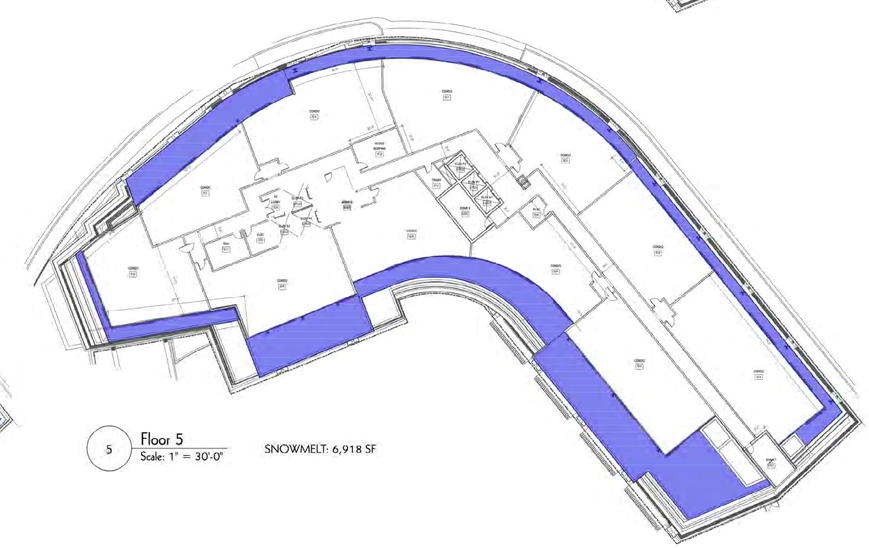
PRIVATE SNOWMELT:
approximately 29,721 sf



2 Floor 2
Scale: 1" = 30'-0"
SNOWMELT: 3,437 SF

1"=30' 0 15' 30' 60'

TRUE NORTH



5 Floor 5
Scale: 1" = 30'-0"
SNOWMELT: 6,918 SF

VAULT DESIGN GROUP

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LAFAYETTE, CO 80026

Uncompahgre Engineering, LLC

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1900 Wazee Street #305 | Denver, CO 80202 | 303.296.3024
aedesign-inc.com Project: 4

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

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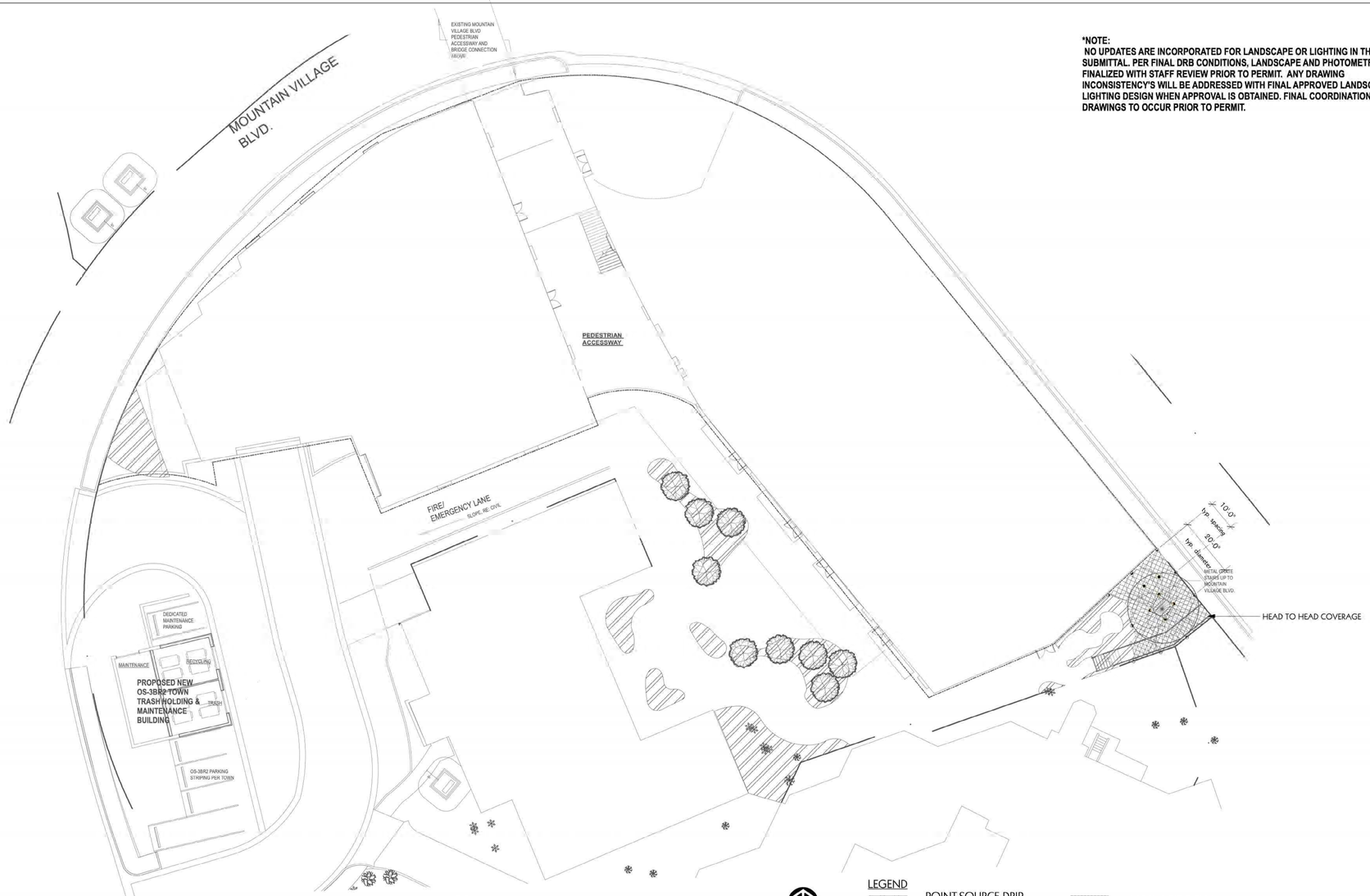
SEAL

Snowmelt Diagram

L2.02



1 IRRIGATION PLAN
Scale: 1" = 20'-0"

1/16" = 1' 0 8' 16' 32'

TRUE NORTH

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IRRIGATION NOTES

1) Irrigation system is designed to operate off of pressure of 80 psi (may vary) at each point of connection before back flow preventer. Contractor to verify pressure prior to installation and notify owner of any differences. Assumes 1" line minimum. Design pressure at heads to be as noted in legend.

2) No irrigation work to begin until final grade has been approved.

3) Locate all heads 6" min. Away from any wall, walk, or curb, and 12" min. from any curb adjacent to parking stalls.

4) Bury all mainlines 24" underground to top of pipe. Bury all laterals 12" underground to top of pipe. Drip line to lay on surface under mulch.

5) All pipe under pavement to be sleeved in 4" minimum (unless otherwise noted) PVC class 200 extend 12" beyond each edge of pavement, sloped to drain. Install prior to paving. Sleeve wires separately in 4" min. pipe.

6) All valve wire is to direct burial 14" gauge wire. Install 5 spare wires to each end of mainline.

7) Heads will be diagrammatic. Contractor to select and install correct arcs as need for part circle heads. Adjust radii and arc as necessary for no overspray/backwash onto adjacent buildings, walls, or fences.

8) For Inline Drip Tubing, snake pipe through planting area and tree voids in one run to allow for easy maintenance. Space rows 12" apart. When running through sleeves, transition from 1/2" drip line to 3/4" polyethylene 100 PSI. Do not run inline drip tubing in sleeving. Routing is diagrammtic, contractor to adjust layout to achieve 12" line spacing.

9) Plan has been prepared using limited on-site observation. Plan is diagrammatic and does not reflect all equipment, etc., that could be encountered during construction. All tie locations, mainline locations, and lateral locations are approximate and shall require exact location by Contractor.

10) Locate all valve boxes a minimum of 3' from concrete or asphalt paving when mainline runs parallel to adjacent elements. Final locations to be approved by Landscape Architect.

11) All existing trees and notable plant material to receive new irrigation.

12) Soil moisture sensing device to be installed in turf areas.

13) Install drip emitters as described below:

1 Gallon Material	Rain Bird SW-10 (1GPH)	1 ea.
5 Gallon Material	Rain Bird SW-10 (1GPH)	2 ea.
Deciduous Trees (1.5" - 2.5" Cal.)	Rain Bird SW-20 (2GPH)	3 ea.
Deciduous Trees (3" - 4" Cal.)	Rain Bird SW-20 (2GPH)	4 ea.
Evergreen Trees (6' - 10')	Rain Bird SW-20 (2GPH)	3 ea.
Evergreen Trees (11' - 14')	Rain Bird SW-20 (2GPH)	4 ea.

Controller system to have rain/freeze sensor and moisture sensor.
Contractor to specify RainBird WR2 or approved alternate.

LEGEND

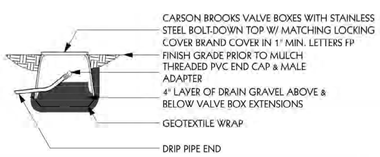
POINT-SOURCE DRIP
for xeric perennial plant areas and trees

12" POP UP SPRAY
for native seed area

DIAGRAMATIC HEADS: see note 7 on Irrigation Notes

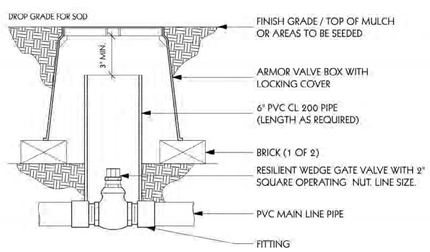
12" Rotor Pop-Ups (Adjustable Spray Heads)

spray rotation



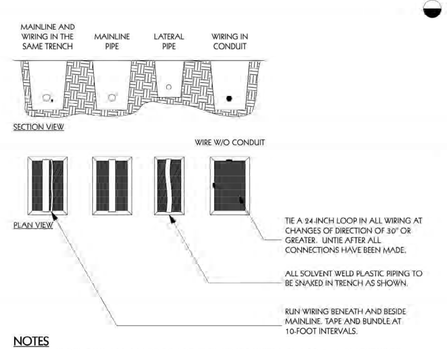
NOTES:
1. TAPE FABRIC TO SIDE OF VALVE BOX & PIPE W/ DUCT TAPE.

2 DRIP FLUSH VALVE
N.T.S



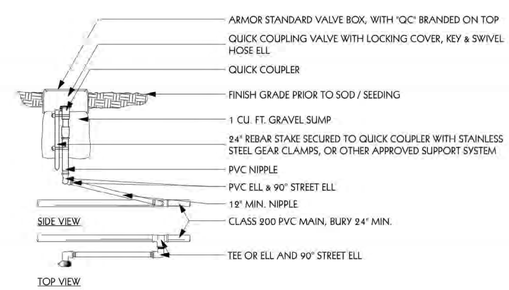
NOTES:
1. NOMINAL SIZE OF GATE VALVE TO MATCH NOMINAL MAINLINE SIZE.
2. INSTALL A 4" THICK CONCRETE PAD BELOW VALVE WITH NO. 4 REBAR WHEN USING PUSH ON TYPE VALVES.

3 ISOLATION GATE VALVE
N.T.S



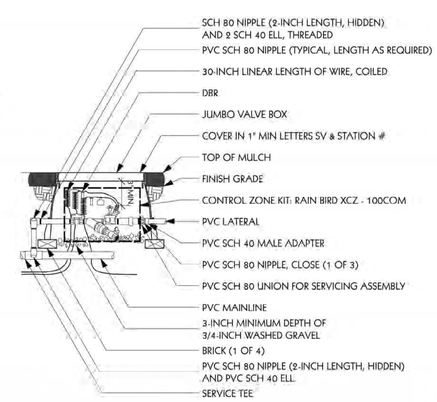
NOTES
1) SLEEVE BELOW ALL HARDSCAPE ELEMENTS WITH CLASS 200 PVC TWICE THE DIAMETER OF THE PIPE OR WIRE BUNDLE WITHIN.
2) FOR PIPE AND WIRE BURIAL DEPTHS SEE SPECIFICATIONS.

4 PIPE AND WIRE TRENCHING
N.T.S



NOTES:
1. COMPACT BACKFILL TO DENSITY OF UNDISTURBED SOIL

5 QUICK COUPLER
N.T.S



6 DRIP VALVE DETAIL
N.T.S

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Project #

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022

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LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 12.16.2022

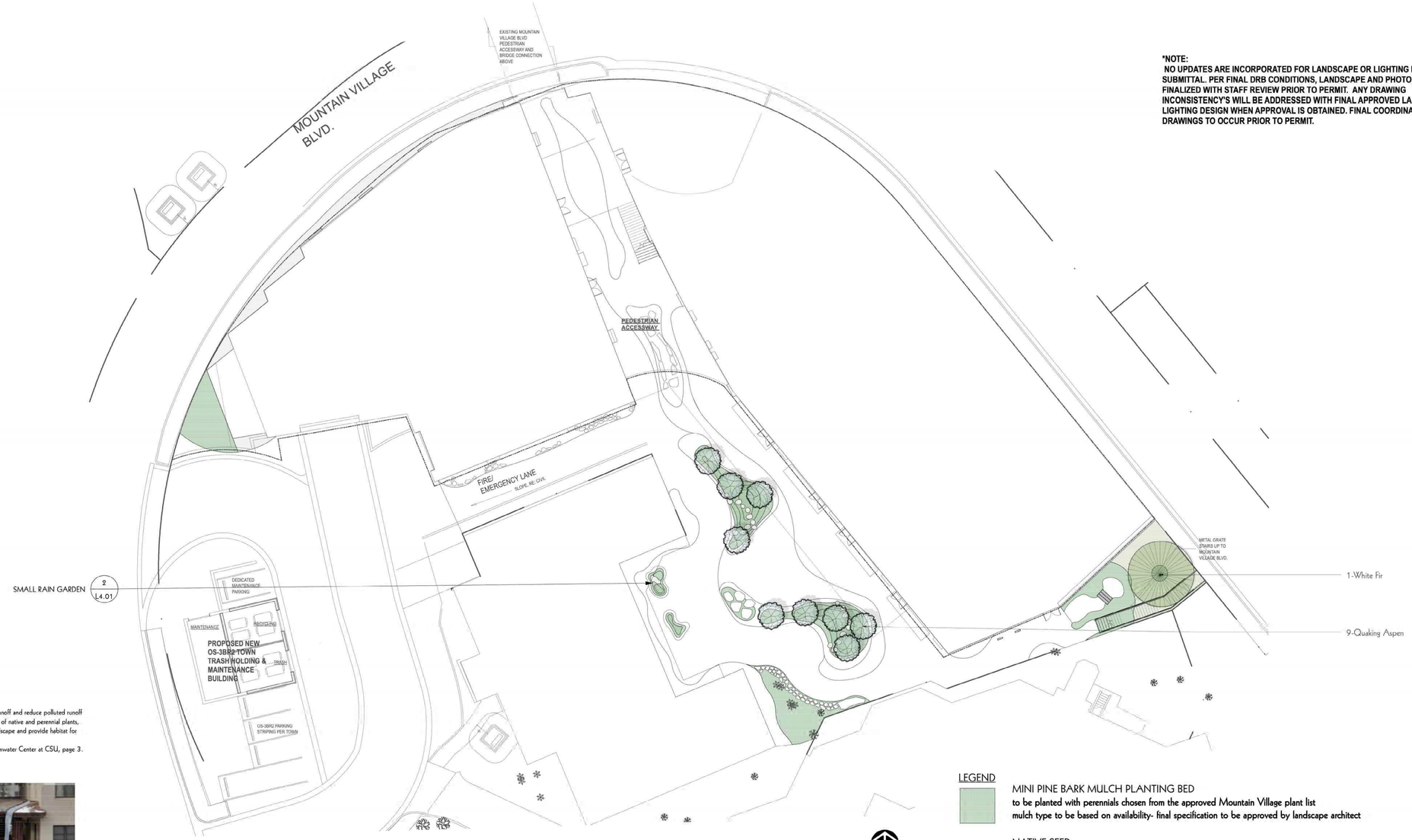
LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 06.01.2023

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

SEAL

Plaza Irrigation Plan

L2.03



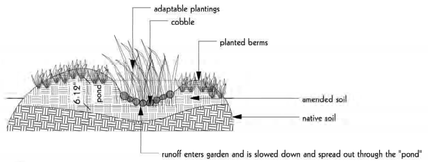
***NOTE:**
NO UPDATES ARE INCORPORATED FOR LANDSCAPE OR LIGHTING IN THIS SUBMITTAL. PER FINAL DRB CONDITIONS, LANDSCAPE AND PHOTOMETRICS TO BE FINALIZED WITH STAFF REVIEW PRIOR TO PERMIT. ANY DRAWING INCONSISTENCY'S WILL BE ADDRESSED WITH FINAL APPROVED LANDSCAPE AND LIGHTING DESIGN WHEN APPROVAL IS OBTAINED. FINAL COORDINATION OF DRAWINGS TO OCCUR PRIOR TO PERMIT.

1 PLANTING AND TREE PLAN
Scale: 1" = 20'-0"

1/16" = 1' 0 8' 16' 32'

TRUE NORTH

RAIN GARDEN:
"A rain garden is a landscaped area designed to capture runoff and reduce polluted runoff using natural filtration processes. Established with a variety of native and perennial plants, grasses and flowers; rain gardens can add color to the landscape and provide habitat for various types of wildlife."
From, "Building a Raingarden in Colorado" Colorado Stormwater Center at CSU, page 3.



2 Rain Garden
Scale: 1/2" = 1'-0"

LEGEND

MINI PINE BARK MULCH PLANTING BED
to be planted with perennials chosen from the approved Mountain Village plant list
mulch type to be based on availability- final specification to be approved by landscape architect

NATIVE SEED
local native seed, per Native Seed Mix specified on page 12 of the Mountain Village landscape regulations, to be broadcast on hill for restoration

PLANT SCHEDULE

	QTY	COMMON NAME	BOTANICAL NAME	SCHEDULED SIZE	HEIGHT	SPREAD	SPACING	WATER RANGE	COMMENTS
Groundcover									
Ornamental Grasses									
Perennials									
Shrubs									
Trees									
	9	Quaking Aspen	Populus tremuloides	3" B&B	20 - 50 ft	20 - 30 ft	18'0"	Medium	Mix of single stem and clump form
	1	White Fir	Abies concolor	12' B&B	40 - 60 ft	20 - 30 ft	15'0"	Medium	
Vines									

Native Grass Seed Mix (General Revegetation)

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%

NOTES
1) PLANTING IS SUBJECT TO WEATHER AND PLANT AVAILABILITY.
2) PLANTING WINDOW FOR PERENNIALS, GRASSES, & EVERGREENS IS GENERALLY BETWEEN MAY 15 AND OCTOBER 15, WEATHER PENDING.
3) SEE PLANTING DETAILS ON L7.01.

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SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

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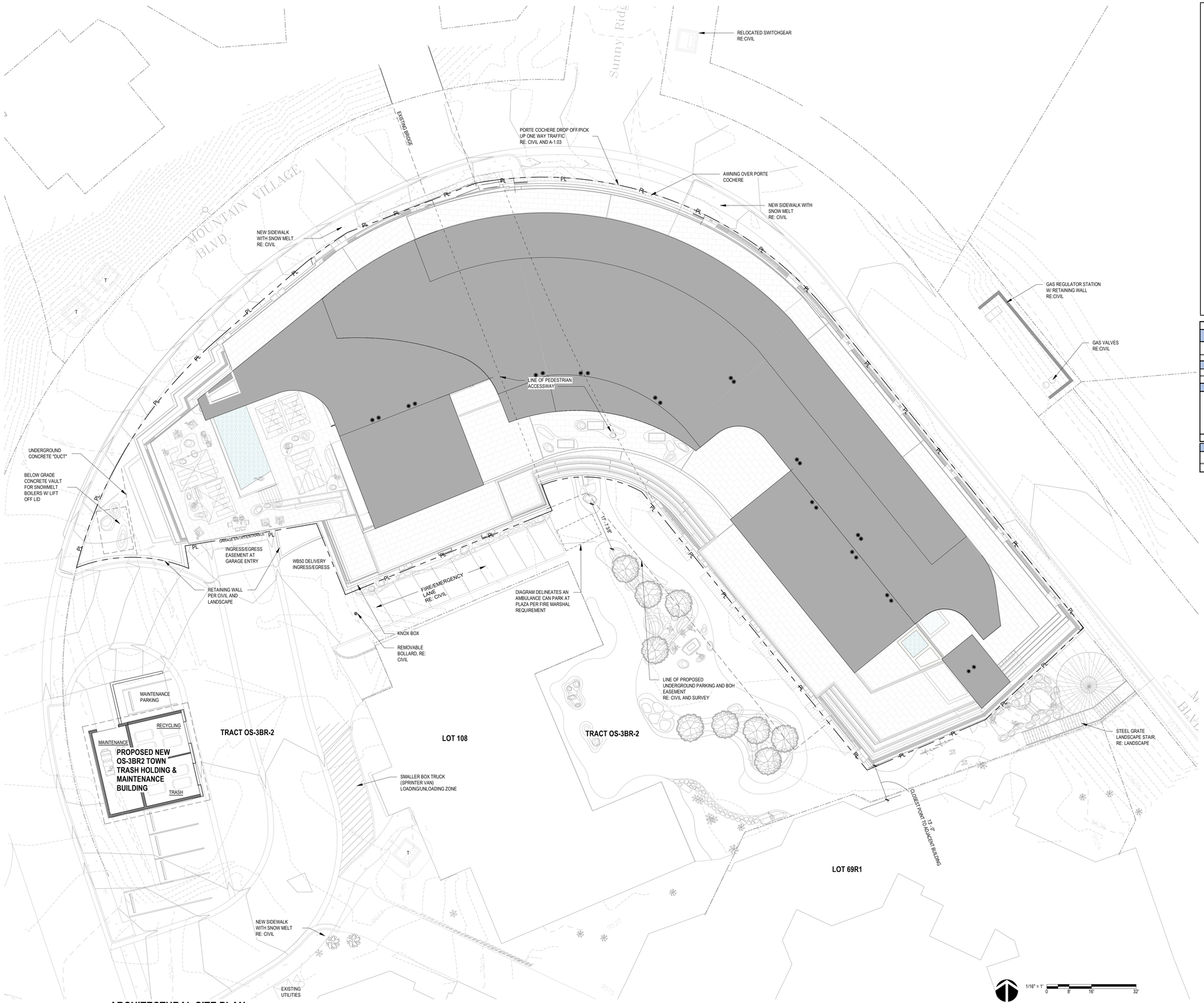
SEAL

Plaza Planting Plan

L4.01



1 **ARCHITECTURAL SITE PLAN**
1/16" = 1'-0"

PROJECT LOCATION

MOUNTAIN VILLAGE, CO

ZONING AND DESIGNATION:

ZONE DISTRICT - VILLAGE CENTER

LOT 109R - MAJOR PUD AMENDMENT

LOT 109R TELLURIDE MOUNTAIN VILLAGE ACCORDING TO THE REPLAT OF LOTS 73-76R, 109, 110, TRACT 89-A AND TRACT OS-3BR-1 RECORDED MARCH 18, 2011 IN PLAT BOOK 1 AT PAGE 4455, COUNTY OF SAN MIGUEL, STATE OF COLORADO

17.8.1 LOT COVERAGE:

34,489 SF /36,319 SF x 100 = 95%

(17.8.1 FLOOR AREA, GROSS) BUILDING AREA:

179,091 SF TOTAL CONDITIONED

84,011 SF PARKING & MECHANICAL - TEMPERED

263,102 SF COMBINED CONDITIONED + TEMPERED

BUILDING HEIGHTS:

MAXIMUM BUILDING HEIGHT: 88' - 9"
AVERAGE BUILDING HEIGHT: 63.61'

*ADDITIONAL HEIGHT INFORMATION CAN BE FOUND ON SHEETS A-1.11, A-1.12. A-2.02, A-2.03, A-2.04, & A-2.05

LOT 109R2 PARKING GARAGE LEGEND

PUBLIC PARKING SPACES NON-VALET	G3	G2	G1(PLAZA)	G1A	TOTAL PROVIDED
STANDARD PUBLIC		44			44
COMPACT PUBLIC		4			4
SUB-TOTAL		48			48
HOTEL PARKING SPACES NON-VALET					
STANDARD		12			12
SUB-TOTAL		12			12
HOTEL PARKING SPACE STATUS					
HOA MAINTENANCE		1			1
EMPLOYEE STANDARD	12		3	5	20
STANDARD	23		23	7	53
COMPACT	4			1	5
TANDEM STANDARD				16	16
TANDEM COMPACT				4	
SUB-TOTAL	39	1	26	33	
TOTAL PARKING	**39**	**61**	**26**	**33**	**159**
ACCESSIBLE PARKING					
STANDARD ACCESSIBLE		3		2	5
VAN ACCESSIBLE		1			1
TOTAL ACCESSIBLE REQUIRED		4		2	6

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SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

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ARCHITECTURAL SITE PLAN

A-0.00

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SIX SENSES HOTEL

LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

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SPECIAL HEARING SUBMITTAL
05.19.2022

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COUNCIL FIRST READING 07.19.2023

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SIX SENSES HOTEL

LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

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STATE OF COLORADO
KATIE LORD
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RENDERINGS

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SIX SENSES HOTEL

LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

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PERSPECTIVE RENDERINGS

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SIX SENSES

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SIX SENSES HOTEL

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PERSPECTIVE
RENDERINGS

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1 **LEVEL G3 PARKING (9500')**
1/16" = 1'-0"

LOT 109R2 PARKING GARAGE LEGEND

PUBLIC PARKING SPACES NON-VALET	G3	G2	G1(PLAZA)	G1A	TOTAL PROVIDED
STANDARD PUBLIC		44			44
COMPACT PUBLIC		4			4
SUB-TOTAL		*48*			**48**
HOTEL PARKING SPACES NON-VALET					
STANDARD		12			12
SUB-TOTAL		**12**			**12**
HOTEL PARKING SPACES VALET					
HOA MAINTENANCE		1			**1**
EMPLOYEE STANDARD	12		3	5	**20**
STANDARD	23		23	7	**53**
COMPACT	4			1	**5**
TANDEM STANDARD				16	**16**
TANDEM COMPACT				4	
SUB-TOTAL	**39**	*1*	*26*	*33*	
TOTAL PARKING	**39**	**61**	**26**	**33**	**159**
ACCESSIBLE PARKING SPACES					
STANDARD ACCESSIBLE		3		2	5
VAN ACCESSIBLE		1			1
TOTAL ACCESSIBLE REQUIRED		**4**		**2**	**6**

LOT 109R2 PARKING CALCULATIONS

COMMERCIAL	SQUARE FOOTAGE	AMOUNT PER	TOTAL REQ'D		TOTAL PROVIDED
COMMERCIAL LOW USEAGE (RETAIL, SPA, MARKET)	17,000	1/1000	17		17
COMMERCIAL HIGH USEAGE (RESTAURANT, LOUNGE, WEDDING VENUE, OFFICE)	5,609	1/500	*11.218*		12
	SUB-TOTAL REQUIRED		*29*	*SUB-TOTAL*	**29**
PER 2011 DOCS	**QUANTITY**	**AMOUNT PER**	**TOTAL REQ'D**		**TOTAL PROVIDED**
PUBLIC	48		*48*		**48**
DEDICATED HOA MAINTENANCE	1		*1*		**1**
	SUB-TOTAL REQUIRED		*49*	*SUB-TOTAL*	**49**
EMPLOYEE					
DEDICATED EMPLOYEE DORM SPACES	18	1	*18*		**18**
DEDICATED EMPLOYEE APARTMENT SPACES	2	1	*2*		**2**
	SUB-TOTAL REQUIRED		*20*	*SUB-TOTAL*	**20**
HOTEL					
1 SPACE PER CONDO TOTAL CONDOS	20	1	*20*		**20**
LODGE	31	0.5	*15.5*		**16**
EFFICIENCY	50	0.5	*25*		**25**
	SUB-TOTAL REQUIRED		*60.5*	*SUB-TOTAL*	**61**
TOTAL LOT 109R2 PARKING REQUIRED / PROVIDED			*159*		**159**

ACCESSIBLE	REQ'D	1106.5 VAN SPACES	TOTAL REQ'D		TOTAL PROVIDED
IBC TABLE 1106.1 151 to 200	6		6		**6**
1106.5 For every six or fraction of six accessible parking spaces, at least one shall be a van accessible parking space.	1/6		*1*		**1**
TOTAL LOT 109R ACCESSIBLE PARKING			*1*		**6**

COMPACT	ALLOWED	TOTAL	TOTAL ALLOWED	TOTAL PROVIDED
17.5.8 Parking Regulations c. Up to ten percent (10%) of the required parking may be provided in designated compact motor vehicle spaces that measure nine feet in width (9') and sixteen feet in length (16'). Compact motor vehicle spaces shall be designated as a general common element and be signed as compact parking spaces.	10%	159	15.9	**13**

LOT 109R2 EV PARKING LEGEND

	PARKING SPACES	EV INSTALLED	EV READY	EV CAPABLE	TOTAL REQ'D
GENERAL REQUIRED	**159**	**10%**	**15%**		**75%**
TOTAL EV PARKING		16	23.85	79.5	**119.35**
COMMERCIAL SPACES	29	3	4.35	14.5	22
PUBLIC SPACES	48	5	7.2	24	36
EMPLOYEE SPACES	20	2	3	10	15
CONDO	20	2	3	10	15
HOTEL	41.5	4	6.23	20.75	31
TOTAL PROVIDED		**16**	**24**	**79**	**120**

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SIX SENSES HOTEL
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SIX SENSES

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FLOOR PLAN - LEVEL G3 OVERALL

A-1.00

4/30/2023 9:15:59 AM

1 **LEVEL G2 PARKING (9510')**
1/16" = 1'-0"

TRUE NORTH

1/16" = 1' 0 8' 16' 32'

ROOM LEGEND

BOH/CIRCULATION

LOT 109R2 PARKING GARAGE LEGEND

PUBLIC PARKING SPACES NON-VALET	G3	G2	G1(PLAZA)	G1A	TOTAL PROVIDED
STANDARD PUBLIC		44			44
COMPACT PUBLIC		4			4
SUB-TOTAL		48			48
HOTEL PARKING SPACES NON-VALET					
STANDARD		12			12
SUB-TOTAL		12			12
HOTEL PARKING SPACES STATTED					
HOA MAINTENANCE		1			1
EMPLOYEE STANDARD	12		3	5	20
STANDARD	23		23	7	53
COMPACT	4			1	5
TANDEM STANDARD				16	16
TANDEM COMPACT				4	
SUB-TOTAL	39	1	26	33	
TOTAL PARKING	39	61	26	33	159
ACCESSIBLE PARKING SPACES					
STANDARD ACCESSIBLE		3		2	5
VAN ACCESSIBLE		1			1
TOTAL ACCESSIBLE REQUIRED		4		2	6

LOT 109R2 PARKING CALCULATIONS

COMMERCIAL	SQUARE FOOTAGE	AMOUNT PER	TOTAL REQ'D		TOTAL PROVIDED
COMMERCIAL LOW USEAGE (RETAIL, SPA, MARKET)	17,000	1/1000	17		17
COMMERCIAL HIGH USEAGE (RESTAURANT, LOUNGE, WEDDING VENUE, OFFICE)	5,609	1/500	11.218		12
		SUB-TOTAL REQUIRED	29	SUB-TOTAL	29
PER 2011 DOCS	QUANTITY	AMOUNT PER	TOTAL REQ'D		TOTAL PROVIDED
PUBLIC	48		48		48
DEDICATED HOA MAINTENANCE	1		1		1
		SUB-TOTAL REQUIRED	49	SUB-TOTAL	49
EMPLOYEE					
DEDICATED EMPLOYEE DORM SPACES	18	1	18		18
DEDICATED EMPLOYEE APARTMENT SPACES	2	1	2		2
		SUB-TOTAL REQUIRED	20	SUB-TOTAL	20
HOTEL					
1 SPACE PER CONDO TOTAL CONDOS	20	1	20		20
LODGE	31	0.5	15.5		15.5
EFFICIENCY	50	0.5	25		25
		SUB-TOTAL REQUIRED	60.5	SUB-TOTAL	60.5
TOTAL LOT 109R2 PARKING REQUIRED / PROVIDED			158.5		159

ACCESSIBLE	REQ'D	1106.5 VAN SPACES	TOTAL REQ'D		TOTAL PROVIDED
IBC TABLE 1106.1 151 to 200	6		6		6
1106.5 For every six or fraction of six accessible parking spaces, at least one shall be a van accessible parking space.	1/6		1		1
TOTAL LOT 109R ACCESSIBLE PARKING			1		6

COMPACT	ALLOWED	TOTAL	TOTAL ALLOWED	TOTAL PROVIDED
17.5.8 Parking Regulations c. Up to ten percent (10%) of the required parking may be provided in designated compact motor vehicle spaces that measure nine feet in width (9') and sixteen feet in length (16'). Compact motor vehicle spaces shall be designated as a general common element and be signed as compact parking spaces.	10%	158.5	15.85	13

LOT 109R2 EV PARKING LEGEND

	PARKING SPACES	EV INSTALLED	EV READY	EV CAPABLE	TOTAL REQ'D
PERCENTAGES	159	10%	15%		75%
TOTAL EV PARKING		16	23.85	79.5	119.35
COMMERCIAL SPACES	29	3	4.35	14.5	22
PUBLIC SPACES	48	5	7.2	24	36
EMPLOYEE SPACES	20	2	3	10	15
CONDO	20	2	3	10	15
HOTEL	41.5	4	6.23	20.75	31
TOTAL PROVIDED		16	24	79	120

NOTE:
NO UPDATES ARE INCORPORATED FOR LANDSCAPE OR LIGHTING IN THIS SUBMITTAL. PER FINAL DRB CONDITIONS, LANDSCAPE AND PHOTOMETRICS TO BE FINALIZED WITH STAFF REVIEW PRIOR TO PERMIT. ANY DRAWING INCONSISTENCIES WILL BE ADDRESSED WITH FINAL APPROVED LANDSCAPE AND LIGHTING DESIGN WHEN APPROVAL IS OBTAINED. FINAL COORDINATION OF DRAWINGS TO OCCUR PRIOR TO PERMIT.

VAULT DESIGN GROUP

VAULT DESIGN, LLC
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Uncompahgre Engineering, LLC

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Integrated Lighting and Electrical Solutions
1900 Wazee Street #205 | Denver, CO 80202 | 801.296.3024
aedesigns.inc.com Project: 6

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL CONTINUANCE SUBMITTAL 08.08.2022

LOT 109R PUD AMENDMENT FINAL DRB SUBMITTAL 10.21.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 12.16.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 06.01.2023

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

STATE OF COLORADO
KATIE LOND
LICENSED ARCHITECT
NOT FOR CONSTRUCTION
SEAL

FLOOR PLAN - LEVEL G2 - OVERALL

A-1.01

5/31/2023 10:15:42 AM

1 **LEVEL G1 PLAZA**
1/16" = 1'-0"

ROOM LEGEND

- BOH/CIRCULATION
- COMMERCIAL
- HOTEL AMENITY

LOT 109R2 PARKING GARAGE LEGEND

PUBLIC PARKING SPACES NON-VALET	G3	G2	G1(PLAZA)	G1A	TOTAL PROVIDED
STANDARD PUBLIC		44			44
COMPACT PUBLIC		4			4
SUB-TOTAL		**48**			**48**
HOTEL PARKING SPACES NON-VALET					
STANDARD		12			12
SUB-TOTAL		**12**			**12**
HOTEL PARKING SPACES STATUTE					
HOA MAINTENANCE		1			**1**
EMPLOYEE STANDARD	12		3	5	**20**
STANDARD	23		23	7	**53**
COMPACT	4			1	**5**
TANDEM STANDARD				16	**16**
TANDEM COMPACT				4	
SUB-TOTAL	**39**	**1**	**26**	**33**	
TOTAL PARKING	**39**	**61**	**26**	**33**	**159**
ACCESSIBLE PARKING					
STANDARD ACCESSIBLE		3		2	5
VAN ACCESSIBLE		1			**1**
TOTAL ACCESSIBLE REQUIRED		4		2	**6**

LOT 109R2 PARKING CALCULATIONS

COMMERCIAL	SQUARE FOOTAGE	AMOUNT PER	TOTAL REQ'D		TOTAL PROVIDED
COMMERCIAL LOW USEAGE (RETAIL, SPA, MARKET)	17,000	1/1000	17		17
COMMERCIAL HIGH USEAGE (RESTAURANT, LOUNGE, WEDDING VENUE, OFFICE)	5,609	1/500	*11.218*		12
	SUB-TOTAL REQUIRED		*29*	*SUB-TOTAL*	**29**
PER 2011 DOCS	**QUANTITY**	**AMOUNT PER**	**TOTAL REQ'D**		**TOTAL PROVIDED**
PUBLIC	48		48		**48**
DEDICATED HOA MAINTENANCE	1		*1*		**1**
	SUB-TOTAL REQUIRED		*49*	*SUB-TOTAL*	***49***
EMPLOYEE					
DEDICATED EMPLOYEE DORM SPACES	18	1	*18*		**18**
DEDICATED EMPLOYEE APARTMENT SPACES	2	1	*2*		**2**
	SUB-TOTAL REQUIRED		*20*	*SUB-TOTAL*	***20***
HOTEL					
1 SPACE PER CONDO TOTAL CONDOS	20	1	*20*		**20**
LODGE	31	0.5	*15.5*		**15.5**
EFFICIENCY	50	0.5	*25*		**25**
	SUB-TOTAL REQUIRED		*60.5*	*SUB-TOTAL*	***60.5***
TOTAL LOT 109R2 PARKING REQUIRED / PROVIDED			*158.5*		**159**

ACCESSIBLE	REQ'D	1106.5 VAN SPACES	TOTAL REQ'D		TOTAL PROVIDED
IBC TABLE 1106.1					
151 to 200	6		*6*		**6**
1106.5 For every six or fraction of six accessible parking spaces, at least one shall be a van accessible parking space.	1/6		*1*		**1**
TOTAL LOT 109R ACCESSIBLE PARKING			*1*		**6**

COMPACT	ALLOWED	TOTAL	TOTAL ALLOWED	TOTAL PROVIDED
17.5.8 Parking Regulations c. Up to ten percent (10%) of the required parking may be provided in designated compact motor vehicle spaces that measure nine feet in width (9') and sixteen feet in length (16'). Compact motor vehicle spaces shall be designated as a general common element and be signed as compact parking spaces.	10%	158.5	15.85	**13**

LOT 109R2 EV PARKING LEGEND

	PARKING SPACES	EV INSTALLED	EV READY	EV CAPABLE	TOTAL REQ'D
PERCENTAGE (%)	**159**	**10%**	**15%**		**75%**
TOTAL EV PARKING		16	23.85	79.5	**119.25**
COMMERCIAL SPACES	29	3	4.35	14.5	22
PUBLIC SPACES	48	5	7.2	24	36
EMPLOYEE SPACES	20	2	3	10	15
CONDO	20	2	3	10	15
HOTEL	41.5	4	6.23	20.75	31
TOTAL PROVIDED		**16**	**24**	**79**	**120**

NOTE:
NO UPDATES ARE INCORPORATED FOR LANDSCAPE OR LIGHTING IN THIS SUBMITTAL. PER FINAL DRB CONDITIONS, LANDSCAPE AND PHOTOMETRICS TO BE FINALIZED WITH STAFF REVIEW PRIOR TO PERMIT. ANY DRAWING INCONSISTENCIES WILL BE ADDRESSED WITH FINAL APPROVED LANDSCAPE AND LIGHTING DESIGN WHEN APPROVAL IS OBTAINED. FINAL COORDINATION OF DRAWINGS TO OCCUR PRIOR TO PERMIT.

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aedesigns.inc.com
Project: 6

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL CONTINUANCE SUBMITTAL 08.08.2022

LOT 109R PUD AMENDMENT FINAL DRB SUBMITTAL 10.21.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 12.16.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 06.01.2023

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

STATE OF COLORADO
KATHY LORD
LICENSED ARCHITECT
SEAL
NOT FOR CONSTRUCTION

FLOOR PLAN - LEVEL G1 PLAZA - OVERALL

A-1.02

6/1/2023 2:28:52 PM

1 **LEVEL 1 (9535')**
1/16" = 1'-0"

ROOM LEGEND

- BOH/CIRCULATION
- HOTEL AMENITY
- OFFICE

LOT 109R2 PARKING GARAGE LEGEND

	G3	G2	G1(PLAZA)	G1A	TOTAL PROVIDED
PUBLIC PARKING SPACES NON-VALET					
STANDARD PUBLIC		44			44
COMPACT PUBLIC		4			4
SUB-TOTAL		**48**			**48**
HOTEL PARKING SPACES NON-VALET					
STANDARD		12			12
SUB-TOTAL		**12**			**12**
HOTEL PARKING SPACES VALET					
HOA MAINTENANCE		1			**1**
EMPLOYEE STANDARD	12		3	5	**20**
STANDARD	23		23	7	**53**
COMPACT	4			1	**5**
TANDEM STANDARD				16	**16**
TANDEM COMPACT				4	
SUB-TOTAL	**39**	**1**	**26**	**33**	
TOTAL PARKING	**39**	**61**	**26**	**33**	**159**
ACCESSIBLE PARKING					
STANDARD ACCESSIBLE		3		2	5
VAN ACCESSIBLE		1			1
TOTAL ACCESSIBLE REQUIRED		4		2	**6**

LOT 109R2 PARKING CALCULATIONS

COMMERCIAL	SQUARE FOOTAGE	AMOUNT PER	TOTAL REQ'D		TOTAL PROVIDED
COMMERCIAL LOW USEAGE (RETAIL, SPA, MARKET)	17,000	1/1000	17		17
COMMERCIAL HIGH USEAGE (RESTAURANT, LOUNGE, WEDDING VENUE, OFFICE)	5,609	1/500	11.218		12
		SUB-TOTAL REQUIRED	29	*SUB-TOTAL*	**29**
PER 2011 DOCS	**QUANTITY**	**AMOUNT PER**	**TOTAL REQ'D**		**TOTAL PROVIDED**
PUBLIC	48		48		**48**
DEDICATED HOA MAINTENANCE	1		1		**1**
		SUB-TOTAL REQUIRED	49	*SUB-TOTAL*	**49**
EMPLOYEE					
DEDICATED EMPLOYEE DORM SPACES	18	1	18		**18**
DEDICATED EMPLOYEE APARTMENT SPACES	2	1	2		**2**
		SUB-TOTAL REQUIRED	20	*SUB-TOTAL*	**20**
HOTEL					
1 SPACE PER CONDO TOTAL CONDOS	20	1	20		**20**
LODGE	31	0.5	15.5		**15.5**
EFFICIENCY	50	0.5	25		**25**
		SUB-TOTAL REQUIRED	60.5	*SUB-TOTAL*	**60.5**
TOTAL LOT 109R2 PARKING REQUIRED / PROVIDED			158.5		**159**

ACCESSIBLE	REQ'D	1106.5 VAN SPACES	TOTAL REQ'D		TOTAL PROVIDED
IBC TABLE 1106.1					
151 to 200	6		6		**6**
1106.5 For every six or fraction of six accessible parking spaces, at least one shall be a van accessible parking space.	1/6		1		**1**
TOTAL LOT 109R ACCESSIBLE PARKING			1		**6**

COMPACT	ALLOWED	TOTAL	TOTAL ALLOWED	TOTAL PROVIDED
17.5.8 Parking Regulations c. Up to ten percent (10%) of the required parking may be provided in designated compact motor vehicle spaces that measure nine feet in width (9') and sixteen feet in length (16'). Compact motor vehicle spaces shall be designated as a general common element and be signed as compact parking spaces.	10%	158.5	15.85	**13**

LOT 109R2 EV PARKING LEGEND

	PARKING SPACES	EV INSTALLED	EV READY	EV CAPABLE	TOTAL REQ'D
PER SITE PLAN - CVS	**159**	**10%**	**15%**		75%
TOTAL EV PARKING		16	23.85	79.5	**119.35**
COMMERCIAL SPACES	29	3	4.35	14.5	22
PUBLIC SPACES	48	5	7.2	24	36
EMPLOYEE SPACES	20	2	3	10	15
CONDO	20	2	3	10	15
HOTEL	41.5	4	6.23	20.75	31
TOTAL PROVIDED		**16**	**24**	**79**	**120**

NOTE:
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VAULT DESIGN GROUP

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Uncompahgre Engineering, LLC

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Integrated Lighting and Electrical Solutions
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aedesigns.inc.com Project: 6

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL CONTINUANCE SUBMITTAL 08.08.2022

LOT 109R PUD AMENDMENT FINAL DRB SUBMITTAL 10.21.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 12.16.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 06.01.2023

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

STATE OF COLORADO
KATHERINE LORD
401827
LICENSED ARCHITECT
SEAL
NOT FOR CONSTRUCTION

FLOOR PLAN - LEVEL 1/G1A PARKING - OVERALL

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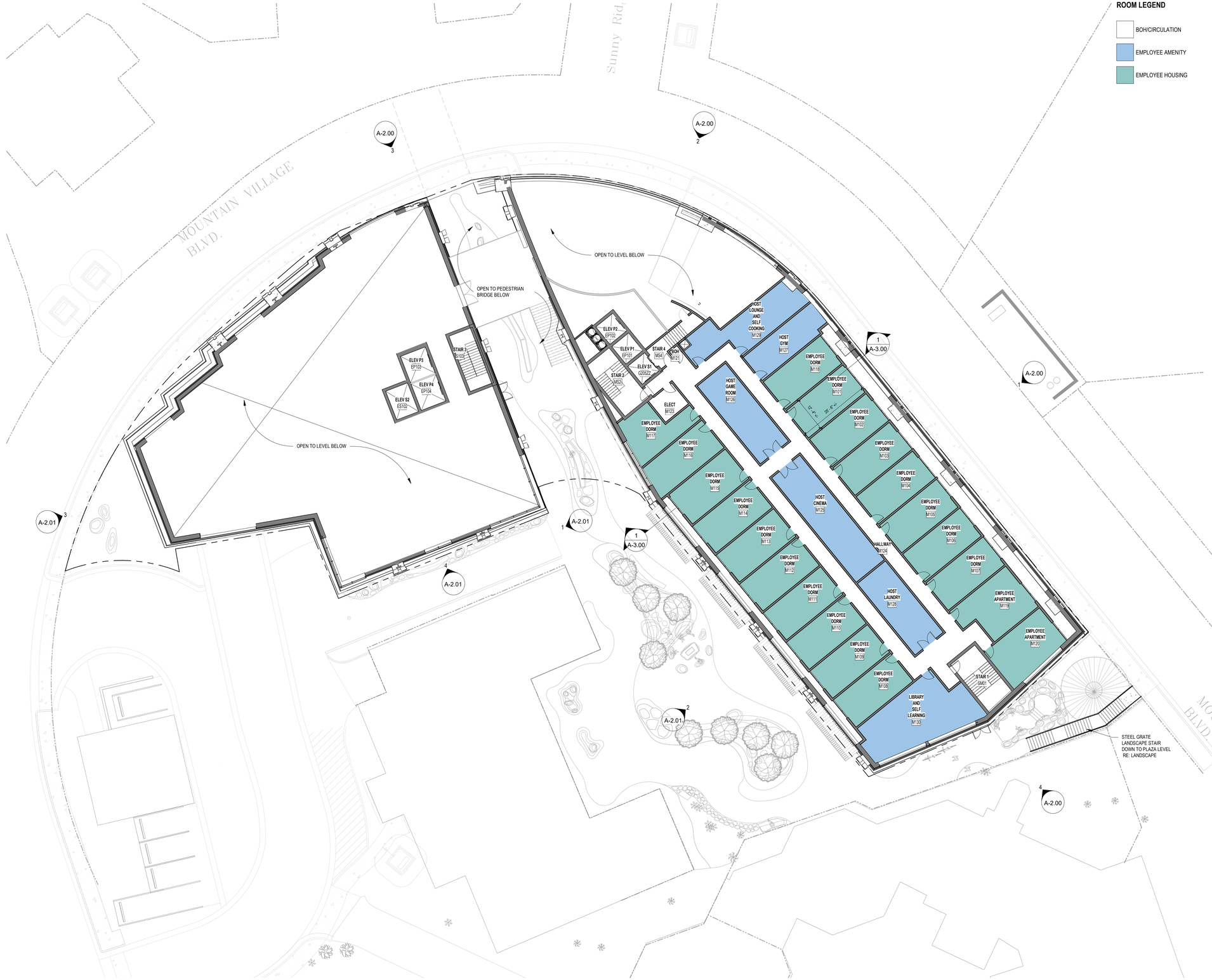

1 **LEVEL 1 MEZZANINE**
1/16" = 1'-0"

ROOM LEGEND

- BOH/CIRCULATION
- EMPLOYEE AMENITY
- EMPLOYEE HOUSING

UNIT SUMMARY

RESIDENTIAL UNITS	TOTALS	PERSONS OF DENSITY PER UNIT	DENSITY
EFFICIENCY LODGE	50	0.5	25
LODGE	31	0.75	23.25
CONDO	20	3	60
EMPLOYEE APARTMENT	2	3	6
EMPLOYEE DORM	18	1	18
	121		132.25

NOTE:
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aedesigns.inc.com Project: 6

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL CONTINUANCE SUBMITTAL 08.08.2022

LOT 109R PUD AMENDMENT FINAL DRB SUBMITTAL 10.21.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 12.16.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 06.01.2023

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

STATE OF COLORADO
KATHRYN LOND
101827
LICENSED ARCHITECT
SEAL
NOT FOR CONSTRUCTION

FLOOR PLAN - LEVEL 1 MEZZANINE - OVERALL

A-1.04

7/14/2023 3:56:17 PM

1 **LEVEL 2**
1/16" = 1'-0"

ROOM LEGEND

- BOH/CIRCULATION
- HOTEL MOD
- LODGE

UNIT SUMMARY

RESIDENTIAL UNITS	TOTALS	PERSONS OF DENSITY PER UNIT	DENSITY
EFFICIENCY LODGE	50	0.5	25
LODGE	31	0.75	23.25
CONDO	20	3	60
EMPLOYEE APARTMENT	2	3	6
EMPLOYEE DORM	18	1	18
	121		132.25

NOTE:
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aedesigns.inc.com
Project: 6

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL CONTINUANCE SUBMITTAL 08.08.2022

LOT 109R PUD AMENDMENT FINAL DRB SUBMITTAL 10.21.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 12.16.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 06.01.2023

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

STATE OF COLORADO
KATHY LOND
LICENSED ARCHITECT
NOT FOR CONSTRUCTION
SEAL

FLOOR PLAN - LEVEL 2 - OVERALL

A-1.05

5/31/2023 8:56:57 AM

1 **LEVEL 3**
1/16" = 1'-0"

ROOM LEGEND

- BOH/CIRCULATION
- HOTEL MOD
- LODGE

UNIT SUMMARY

RESIDENTIAL UNITS	TOTALS	PERSONS OF DENSITY PER UNIT	DENSITY
EFFICIENCY LODGE	50	0.5	25
LODGE	31	0.75	23.25
CONDO	20	3	60
EMPLOYEE APARTMENT	2	3	6
EMPLOYEE DORM	18	1	18
	121		132.25

NOTE:
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aedesigns.inc.com Project: 6

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL CONTINUANCE SUBMITTAL 08.08.2022

LOT 109R PUD AMENDMENT FINAL DRB SUBMITTAL 10.21.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 12.16.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 06.01.2023

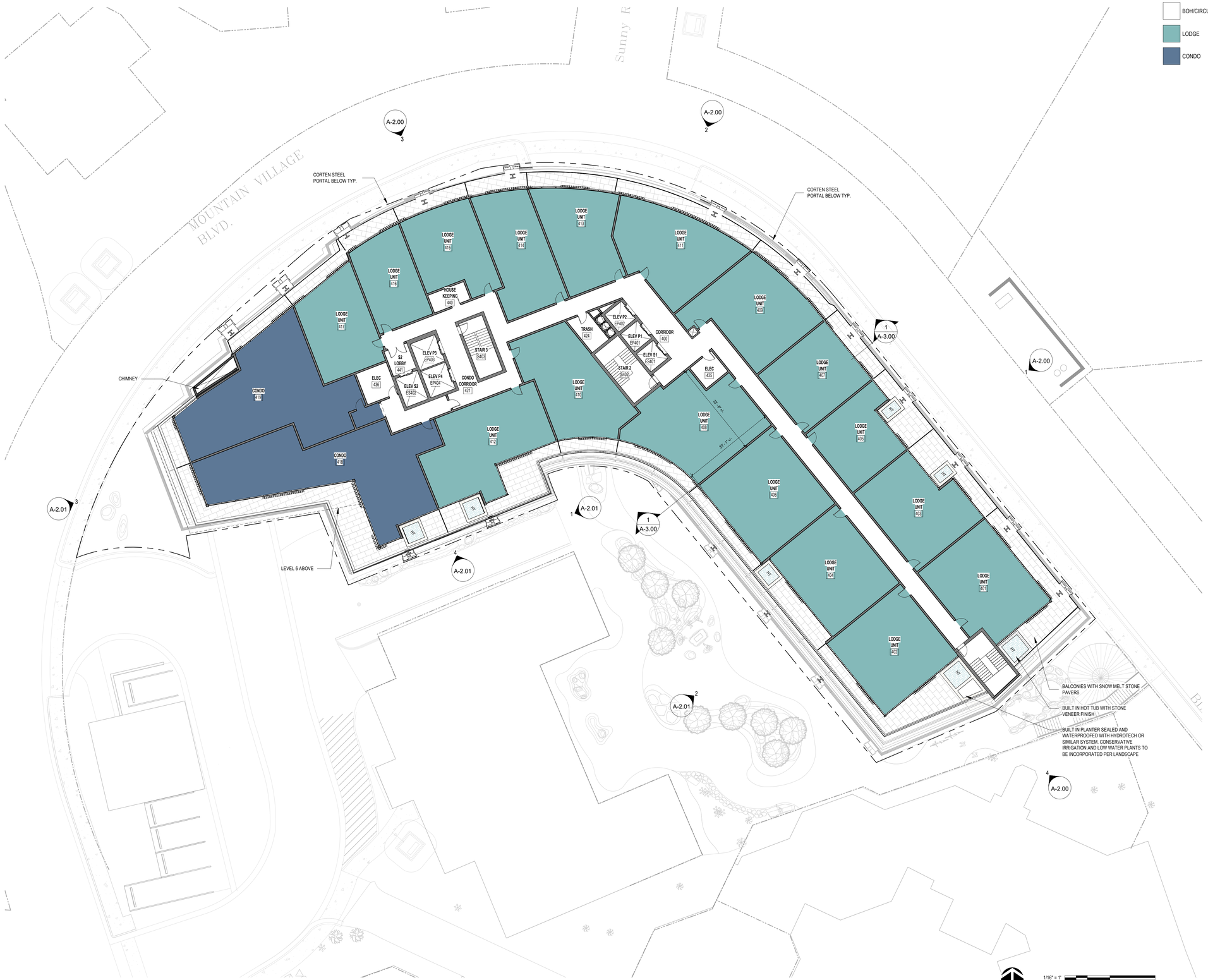
LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

STATE OF COLORADO
KATE A. JOND
37.01827
LICENSED ARCHITECT
NOT FOR CONSTRUCTION
SEAL

FLOOR PLAN - LEVEL 3 - OVERALL

A-1.06

5/31/2023 8:55:11 AM



1 **LEVEL 4**
1/16" = 1'-0"

ROOM LEGEND

- BOH/CIRCULATION
- LODGE
- CONDO

UNIT SUMMARY

RESIDENTIAL UNITS	TOTALS	PERSONS OF DENSITY PER UNIT	DENSITY
EFFICIENCY LODGE	50	0.5	25
LODGE	31	0.75	23.25
CONDO	20	3	60
EMPLOYEE APARTMENT	2	3	6
EMPLOYEE DORM	18	1	18
	121		132.25

NOTE:
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LAFAYETTE, CO 80026

Uncompahgre Engineering, LLC

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Integrated Lighting and Electrical Solutions
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aedesigns.inc.com
Project: 4

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL CONTINUANCE SUBMITTAL 08.08.2022

LOT 109R PUD AMENDMENT FINAL DRB SUBMITTAL 10.21.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 12.16.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 06.01.2023

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

STATE OF COLORADO
KATSUYA TOMO
LICENSED ARCHITECT
NOT FOR CONSTRUCTION
SEAL

FLOOR PLAN - LEVEL 4 - OVERALL

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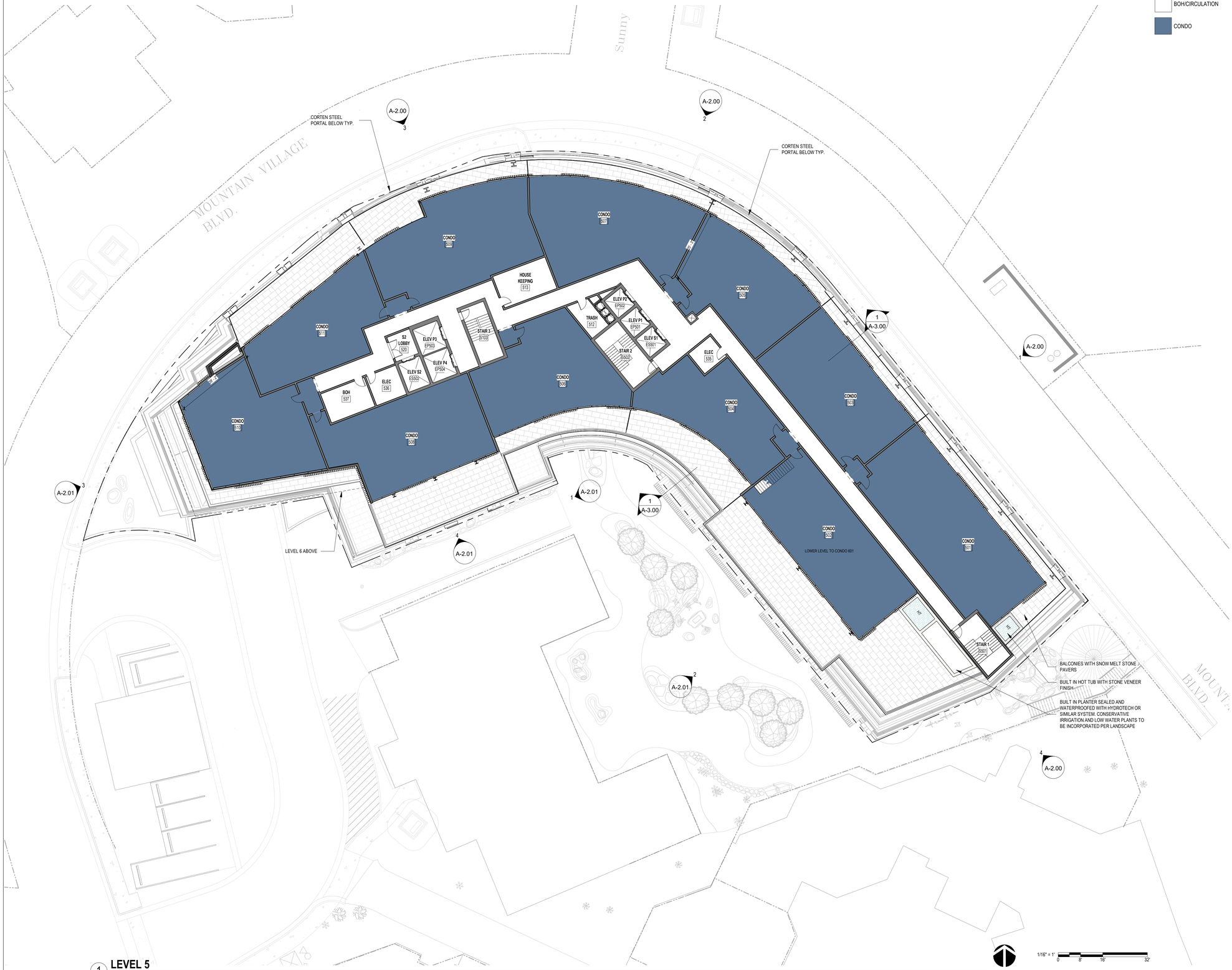

1 **LEVEL 5**
1/16" = 1'-0"

ROOM LEGEND

- BOH/CIRCULATION
- CONDO

UNIT SUMMARY

RESIDENTIAL UNITS	TOTALS	PERSONS OF DENSITY PER UNIT	DENSITY
EFFICIENCY LODGE	50	0.5	25
LODGE	31	0.75	23.25
CONDO	20	3	60
EMPLOYEE APARTMENT	2	3	6
EMPLOYEE DORM	18	1	18
	121		132.25

NOTE:
NO UPDATES ARE INCORPORATED FOR LANDSCAPE OR LIGHTING IN THIS SUBMITTAL. PER FINAL DRB CONDITIONS, LANDSCAPE AND PHOTOMETRICS TO BE FINALIZED WITH STAFF REVIEW PRIOR TO PERMIT. ANY DRAWING INCONSISTENCIES WILL BE ADDRESSED WITH FINAL APPROVED LANDSCAPE AND LIGHTING DESIGN WHEN APPROVAL IS OBTAINED. FINAL COORDINATION OF DRAWINGS TO OCCUR PRIOR TO PERMIT.

VAULT DESIGN GROUP
VAULT DESIGN, LLC
2770 ARAPAHOE RD, STE 132,
LAFAYETTE, CO 80026

Uncompahgre Engineering, LLC

MARPA

AE DESIGN
Integrated Lighting and Electrical Solutions
1900 Wazee Street #205 | Denver, CO 80202 | 303.296.3024
aedesigns.inc.com
Project: 4

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL CONTINUANCE SUBMITTAL 08.08.2022

LOT 109R PUD AMENDMENT FINAL DRB SUBMITTAL 10.21.2022

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LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

STATE OF COLORADO
KATSUYA TOMO
LICENSED ARCHITECT
NOT FOR CONSTRUCTION
SEAL

FLOOR PLAN - LEVEL 5 - OVERALL

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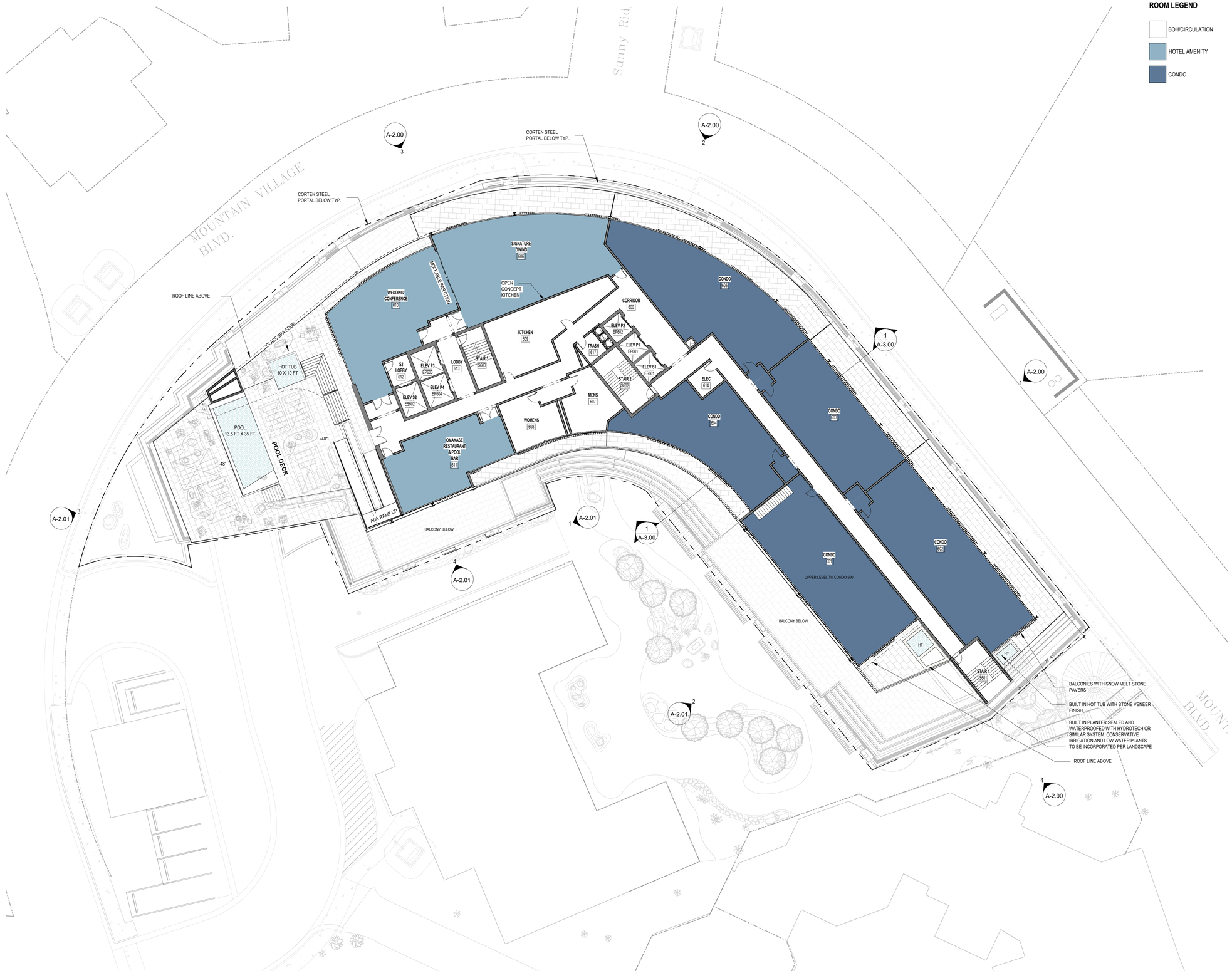

1 **LEVEL 6**
1/16" = 1'-0"

ROOM LEGEND

- BOH/CIRCULATION
- HOTEL AMENITY
- CONDO

UNIT SUMMARY

RESIDENTIAL UNITS	TOTALS	PERSONS OF DENSITY PER UNIT	DENSITY
EFFICIENCY LODGE	50	0.5	25
LODGE	31	0.75	23.25
CONDO	20	3	60
EMPLOYEE APARTMENT	2	3	6
EMPLOYEE DORM	18	1	18
	121		132.25

NOTE:
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SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

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LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

STATE OF COLORADO
KATSIA LOND
LICENSED ARCHITECT
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SEAL

FLOOR PLAN - LEVEL 6 - OVERALL

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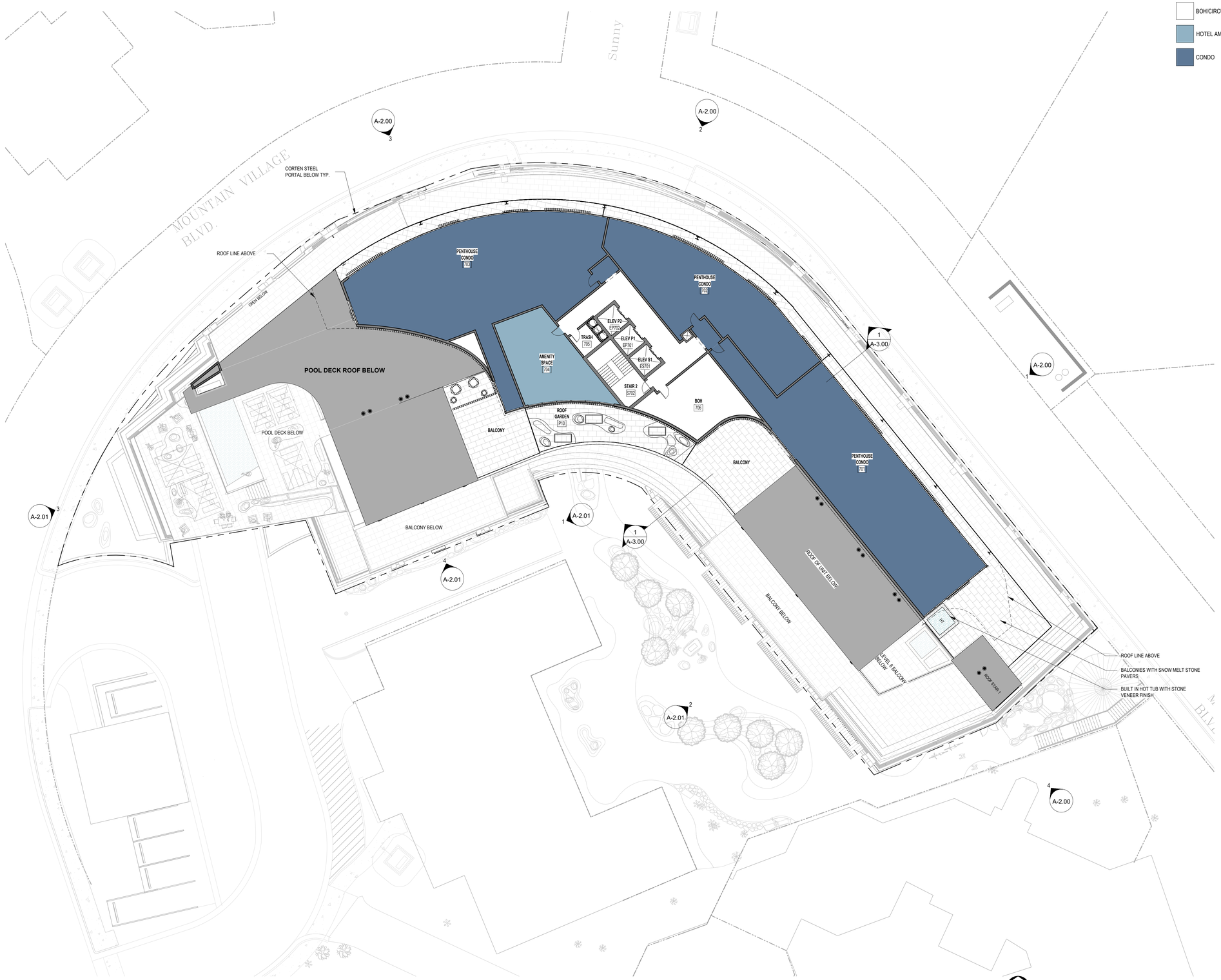

1 **LEVEL 7**
1/16" = 1'-0"

ROOM LEGEND

- BOH/CIRCULATION
- HOTEL AMENITY
- CONDO

UNIT SUMMARY

RESIDENTIAL UNITS	TOTALS	PERSONS OF DENSITY PER UNIT	DENSITY
EFFICIENCY LODGE	50	0.5	25
LODGE	31	0.75	23.25
CONDO	20	3	60
EMPLOYEE APARTMENT	2	3	6
EMPLOYEE DORM	18	1	18
	121		132.25

NOTE:
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SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

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LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

STATE OF COLORADO
KATSIA LORD
LICENSED ARCHITECT
SEAL
NOT FOR CONSTRUCTION

FLOOR PLAN - LEVEL 7 - OVERALL

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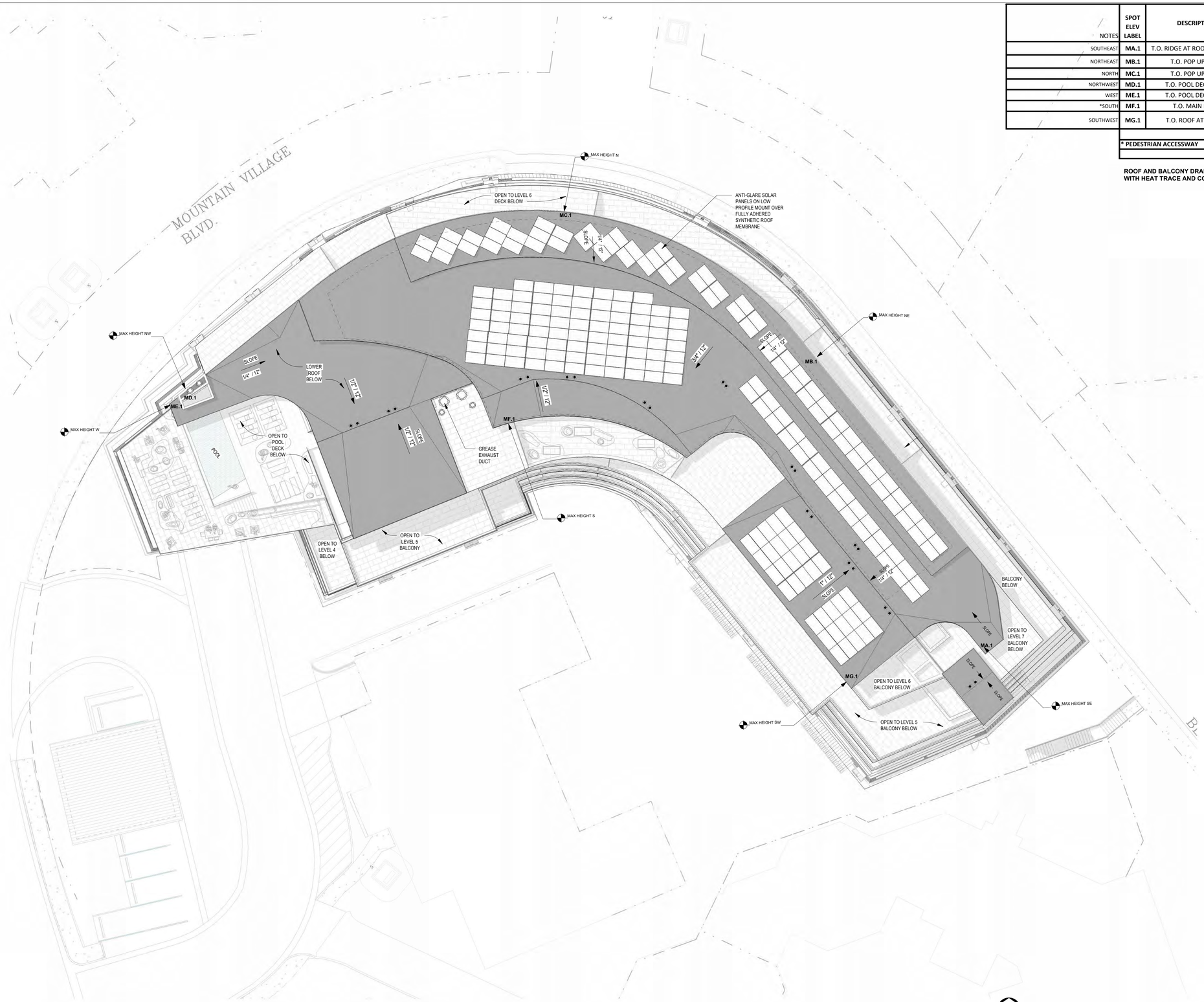
NOTES	SPOT ELEV LABEL	DESCRIPTION	HEIGHT TO HIGHEST POINT	PROPOSED GRADE	HEIGHT FROM PROPOSED GRADE	EXISTING GRADE	HEIGHT FROM EXISTING GRADE
SOUTHEAST	MA.1	T.O. RIDGE AT ROOF EXTENSION	9614.5	9525.8	88.7	9528.0	86.5
NORTHEAST	MB.1	T.O. POP UP ROOF	9620.0	9535.0	85.0	9533.8	86.2
NORTH	MC.1	T.O. POP UP ROOF	9615.5	9528.5	87.0	9528.5	87.0
NORTHWEST	MD.1	T.O. POOL DECK ROOF	9607.5	9521.5	86.0	9524.8	82.7
WEST	ME.1	T.O. POOL DECK ROOF	9607.5	9521.5	86.0	9524.8	82.7
*SOUTH	MF.1	T.O. MAIN ROOF	9614.5	9525.9	88.6	9525.9	88.6
SOUTHWEST	MG.1	T.O. ROOF AT LEVEL 6	9611.0	9522.5	88.5	9522.5	88.5
						MAX HEIGHT	88'-9"

*** PEDESTRIAN ACCESSWAY**

ROOF AND BALCONY DRAINAGE TO BE ROUTED INTERNALLY WITH HEAT TRACE AND CONNECTED TO EXISTING STORM .



1 **ROOF PLAN / MAX HEIGHT PLAN**
1/16" = 1'-0"

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LAFAYETTE, CO 80026

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SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

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STATE OF COLORADO
KATHY LORD
LICENSED ARCHITECT
NOT FOR CONSTRUCTION
SEAL

OVERALL ROOF & MAX HEIGHT PLAN

A-1.11

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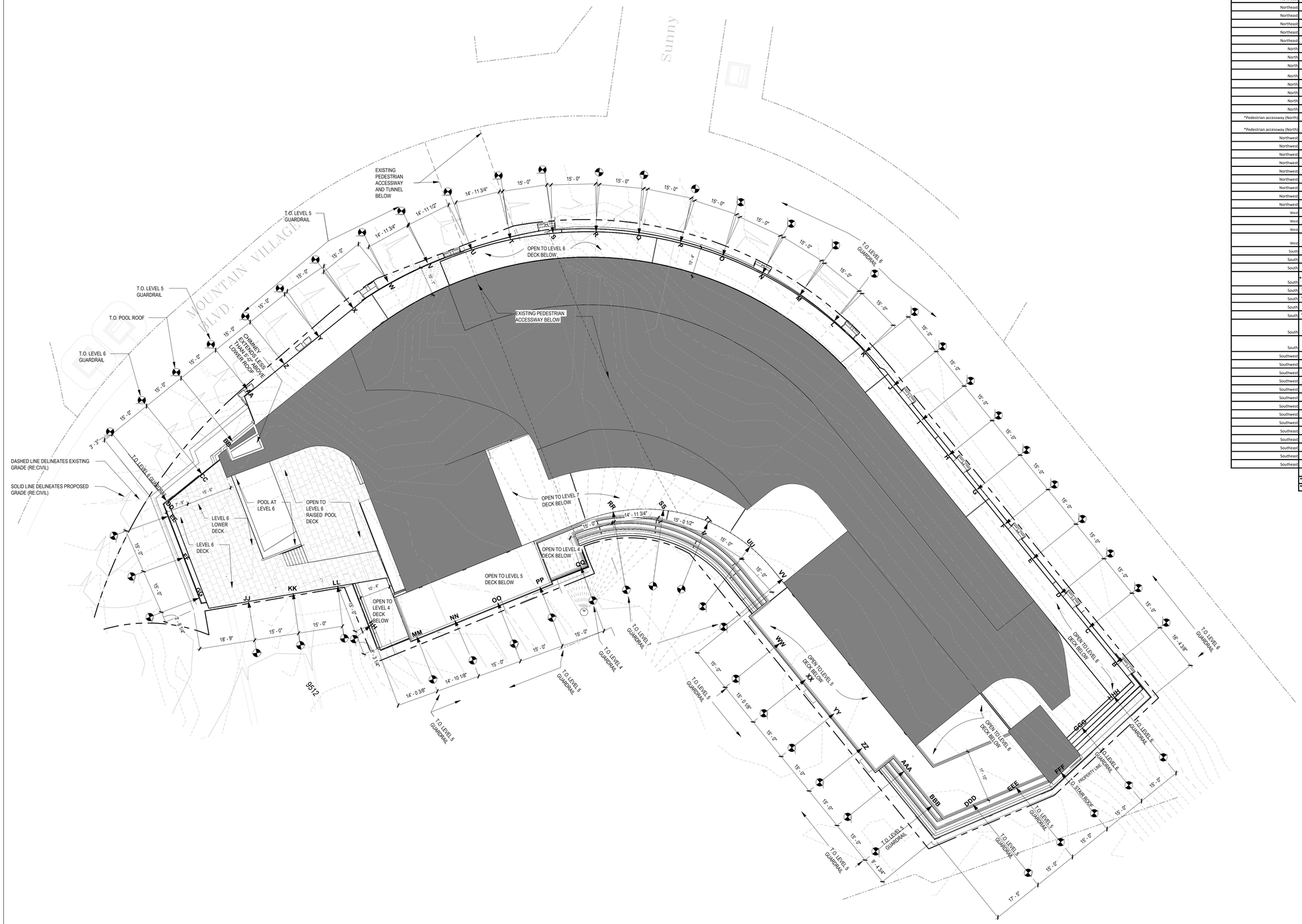

NOTES	SPOT ELEV LABEL	DESCRIPTION	HEIGHT TO HIGHEST POINT	PROPOSED GRADE	FROM PROPOSED GRADE	EXISTING GRADE	FROM EXISTING GRADE
Northeast	B	T.O. LEVEL 6 GUARDRAIL	9595.5	9539.2	56.3	9537.0	58.5
Northeast	C	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.9	56.6	9536.8	58.7
Northeast	D	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.8	56.7	9536.8	58.7
Northeast	E	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.5	57.0	9536.5	59.0
Northeast	F	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.3	57.2	9536.3	59.2
Northeast	G	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.0	57.5	9536.0	59.5
Northeast	H	T.O. LEVEL 6 GUARDRAIL	9595.5	9537.7	57.8	9536.0	59.5
Northeast	I	T.O. LEVEL 6 GUARDRAIL	9595.5	9537.4	58.1	9538.5	57.0
Northeast	J	T.O. LEVEL 6 GUARDRAIL	9595.5	9537.1	58.4	9536.0	59.5
Northeast	K	T.O. LEVEL 6 GUARDRAIL	9595.5	9536.4	59.1	9535.7	59.8
North	L	T.O. LEVEL 6 GUARDRAIL	9595.5	9535.6	59.9	9535.1	60.4
North	M	T.O. LEVEL 6 GUARDRAIL	9595.5	9534.7	60.8	9534.0	61.5
North	N	T.O. LEVEL 6 GUARDRAIL	9595.5	9537.1	58.4	9536.0	59.5
North	O	T.O. LEVEL 6 GUARDRAIL	9595.5	9536.4	59.1	9535.7	59.8
North	P	T.O. LEVEL 6 GUARDRAIL	9595.5	9535.6	59.9	9535.1	60.4
North	Q	T.O. LEVEL 6 GUARDRAIL	9595.5	9534.7	60.8	9534.0	61.5
North	R	T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9531.5	64.0
North	S	T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9531.5	64.0
*Pedestrian accessway (North)	*T	T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9533.5	62.0
*Pedestrian accessway (North)	*U	T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9533.5	62.0
Northwest	V	T.O. LEVEL 6 GUARDRAIL	9595.5	9530.7	64.8	9530.7	64.8
Northwest	W	T.O. LEVEL 6 GUARDRAIL	9595.5	9530.1	65.4	9530.1	65.4
Northwest	X	T.O. LEVEL 5 GUARDRAIL	9585.0	9528.7	56.3	9528.1	56.9
Northwest	Y	T.O. LEVEL 5 GUARDRAIL	9585.0	9526.8	58.2	9527.8	57.2
Northwest	Z	T.O. LEVEL 5 GUARDRAIL	9585.0	9526.2	58.8	9525.8	59.2
Northwest	AA	T.O. LEVEL 5 GUARDRAIL	9607.5	9526.0	81.5	9523.8	83.7
Northwest	BB	T.O. POOL DECK ROOF	9607.5	9524.6	82.9	9521.0	86.5
Northwest	CC	T.O. LEVEL 6 GUARDRAIL	9595.5	9523.2	72.3	9520.5	75.0
Northwest	DD	T.O. LEVEL 6 GUARDRAIL	9595.5	9521.4	74.1	9520.0	75.5
West	EE	T.O. LEVEL 6 GUARDRAIL	9595.5	9520.1	75.4	9520.1	75.4
West	*FF	T.O. LEVEL 6 GUARDRAIL	9595.5	9518.0	77.5	9517.8	77.7
West	*GG	T.O. LEVEL 6 GUARDRAIL	9595.5	9517.0	78.5	9517.0	78.5
West	*HH	T.O. LEVEL 4 GUARDRAIL	9574.5	9516.0	58.5	9516.0	58.5
South	**JJ	T.O. LEVEL 6 GUARDRAIL	9595.5	9510.0	85.5	9515.0	80.5
South	KK	T.O. LEVEL 6 GUARDRAIL	9595.5	9510.0	85.5	9515.0	80.5
South	LL	T.O. LEVEL 6 GUARDRAIL	9595.5	9510.0	85.5	9515.0	80.5
South	**MM	T.O. LEVEL 5 GUARDRAIL	9585.0	9519.3	65.7	9519.3	65.7
South	**NN	T.O. LEVEL 5 GUARDRAIL	9585.0	9519.8	65.2	9519.8	65.2
South	**OO	T.O. LEVEL 5 GUARDRAIL	9585.0	9520.4	64.6	9520.4	64.6
South	**PP	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.8	62.2	9522.5	62.5
South	**QQ	T.O. LEVEL 4 GUARDRAIL	9574.5	9522.5	52.0	9522.5	52.0
South	*RR	T.O. LEVEL 7 GUARDRAIL	9607.0	9525.6	81.4	9525.6	81.4
South	*SS	T.O. LEVEL 7 GUARDRAIL	9607.0	9525.6	81.4	9525.6	81.4
Southwest	TT	T.O. LEVEL 7 GUARDRAIL	9607.0	9523.0	84.0	9522.0	85.0
Southwest	UU	T.O. LEVEL 7 GUARDRAIL	9607.0	9522.8	84.2	9522.8	84.2
Southwest	VV	T.O. LEVEL 7 GUARDRAIL	9607.0	9523.0	84.0	9523.0	84.0
Southwest	WW	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.8	62.2	9522.1	62.9
Southwest	XX	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	62.5	9522.0	63.0
Southwest	YY	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	62.5	9522.1	62.9
Southwest	ZZ	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	62.5	9522.5	62.5
Southwest	AAA	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.8	62.2	9522.5	62.5
Southwest	BBB	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	62.5	9522.5	62.5
Southeast	DDD	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.0	63.0	9522.0	63.0
Southeast	EEE	T.O. LEVEL 5 GUARDRAIL	9585.0	9523.0	62.0	9523.0	62.0
Southeast	FFF	T.O. STAIR ROOF	9610.0	9526.0	84.0	9526.0	84.0
Southeast	GGG	T.O. LEVEL 6 GUARDRAIL	9595.5	9530.0	65.5	9530.0	65.5
Southeast	HHH	T.O. LEVEL 6 GUARDRAIL	9595.5	9535.0	60.5	9533.0	62.5
						AVERAGE HEIGHT	63.61

* PEDESTRIAN ACCESSWAY

** EMERGENCY LANE

1 **AVERAGE HEIGHT PLAN REVISED**
1/16" = 1'-0"

TRUE NORTH

1/16" = 1' 0 8' 16' 32'

4/25/2023 8:42:20 PM

VAULT DESIGN GROUP

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aedesign-inc.com Project #:

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LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

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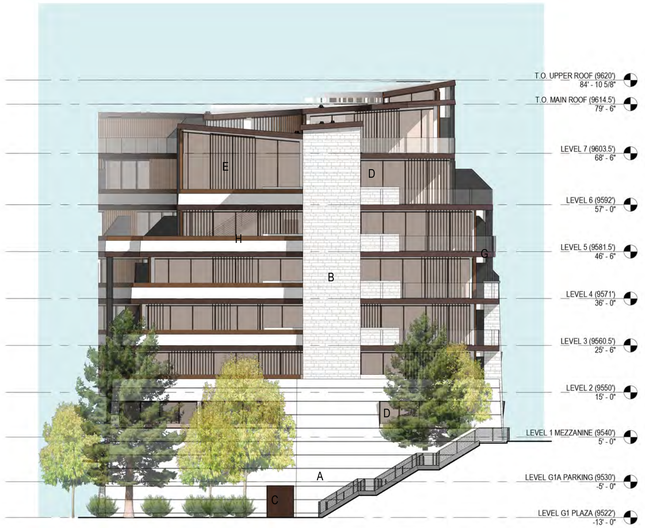
STATE OF COLORADO
KATHY LORD
101011827
LICENSED ARCHITECT
SEAL
NOT FOR CONSTRUCTION

AVERAGE HEIGHT PLAN

A-1.12

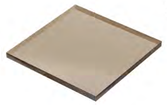


4 **EAST-MATERIAL ELEVATION**
1/16" = 1'-0"

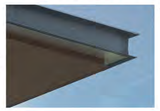
A STONE VENEER - HONED

B STONE VENEER, FIELD - ROUGH

C WALNUT FINISH WOOD DOOR

D  BRONZE TINTED GLASS

E VERTICAL METAL LOUVERS IN CORTEN STEEL FINISH

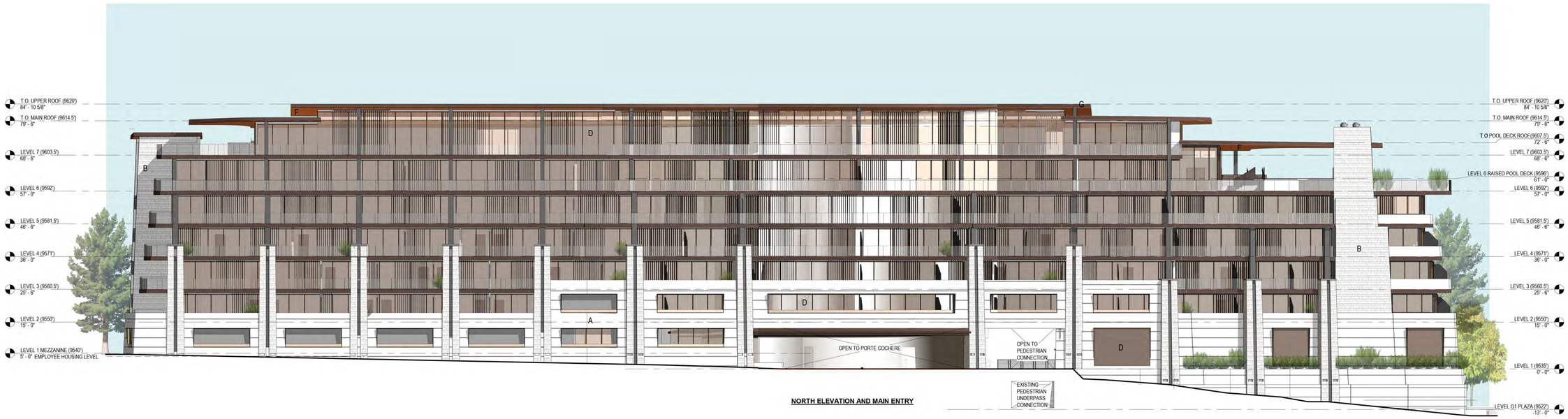
F  WOOD LOOK METAL SOFFIT

G DARK BRONZE STOREFRONT AND FASCIA

H CORTEN STEEL DECORATIVE METAL STRIP AT GUARDRAIL

J CORTEN STEEL FINISH GARAGE DOOR

ELEVATION #SQFT	WEST ELEVATION (03/A-2.01)	NORTHWEST ELEVATION (03/A-2.00)	NORTH ELEVATION (02/A-2.00)	NORTHEAST ELEVATION (01/A-2.00)	EAST ELEVATION (04/A-2.00)	SOUTHEAST ELEVATION (02/A-2.01)	SOUTHWEST ELEVATION (04/A-2.01)	PEDESTRIAN WAY WEST ELEVATION (01/A-2.01)	TOTAL	PERCENT
SCREENS	1043.63	1974.86	771.46	5219.55	1118.64	3187.9	2464.61		15780.65	19%
GLASS	1305.3	2864.5	675.21	5341.02	1554.8	3739.38	3809.38	321.8	19611.39	23%
STONE	3320.1	4732.59	614.14	4866.47	3583.63	7493.96	6750.68	2727.45	34089.02	40%
METAL	621.85	1030.22	279.46	2167.14	667.29	2116.14	1806.6	41.12	8729.82	10%
GLASS GUARDRAIL	266.51	1495.1	442.43	3400.9	490.29	262.21	539.72		6897.16	8%
WOOD					22.69	22.75	25.8	87.12	158.36	0.2%
MATERIAL TOTAL	6557.39	12097.27	2782.7	20995.08	7437.34	16822.34	15370.99	3177.49	85266.4	100%



NORTH ELEVATION AND MAIN ENTRY

1 **NORTHEAST-MATERIAL ELEVATION**
1/16" = 1'-0"

2 **NORTH-MATERIAL ELEVATION AT PORTE CHOCHERE**
1/16" = 1'-0"

3 **NORTHWEST-MATERIAL ELEVATION**
1/16" = 1'-0"

5/24/2023 9:25:41 AM

VAULT DESIGN GROUP

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LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL CONTINUANCE SUBMITTAL 08.08.2022

LOT 109R PUD AMENDMENT FINAL DRB SUBMITTAL 10.21.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 12.16.2022

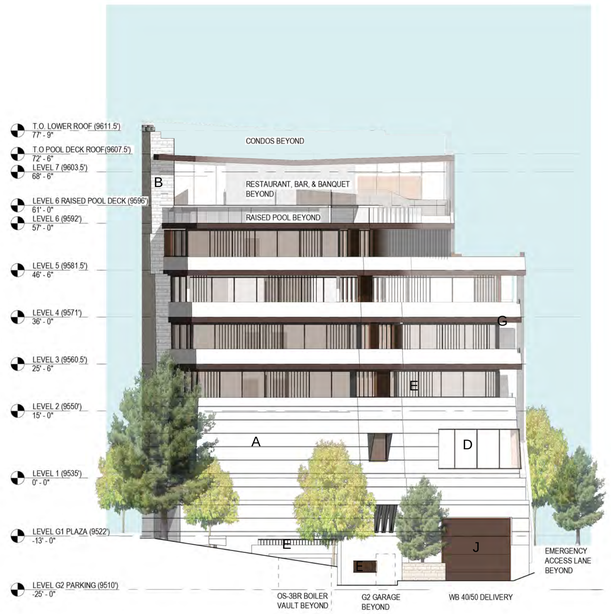
LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 06.01.2023

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

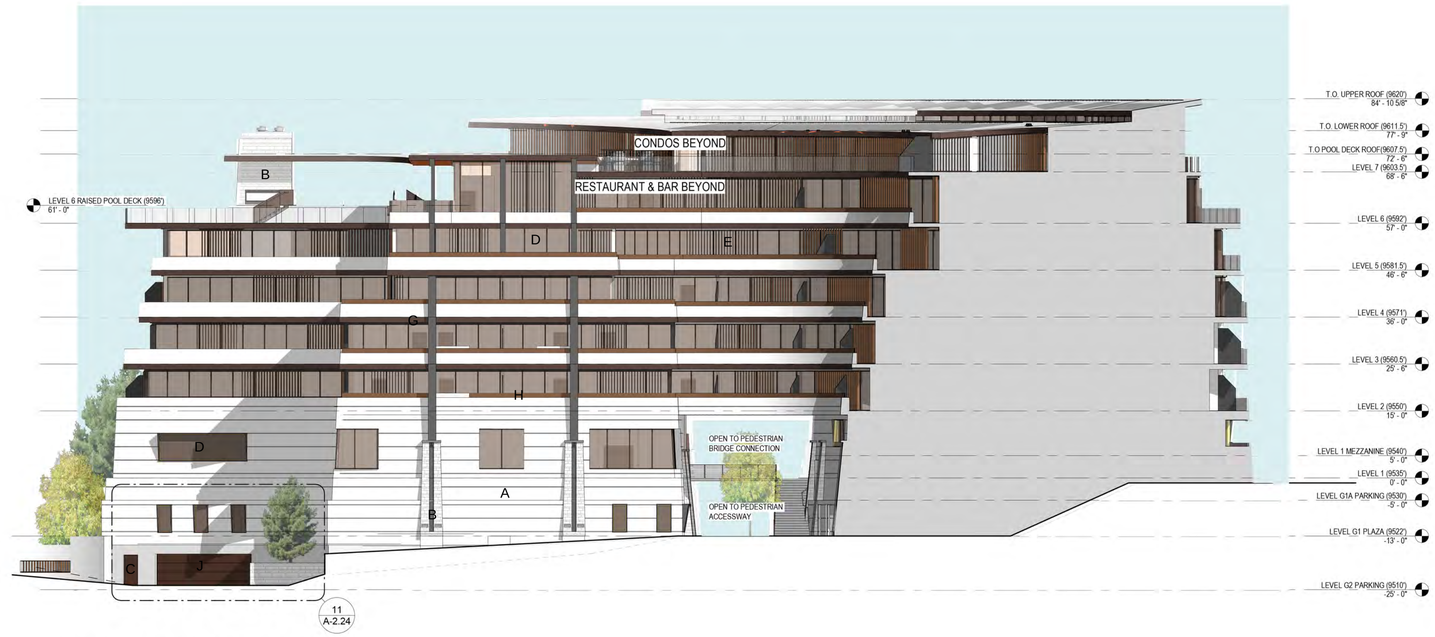
STATE OF COLORADO
KATHY LORD
#20101827
LICENSED ARCHITECT
SEAL
NOT FOR CONSTRUCTION

EXTERIOR MATERIAL ELEVATIONS

A-2.00



3 **WEST MATERIAL ELEVATION**
1/16" = 1'-0"



4 **SOUTHWEST MATERIAL ELEVATION**
1/16" = 1'-0"

1 **WEST MATERIAL ELEVATION AT PEDESTRIAN WALKWAY**
1/16" = 1'-0"

2 **SOUTHEAST MATERIAL ELEVATION**
1/16" = 1'-0"

5/24/2023 9:26:38 AM

VAULT DESIGN GROUP
VAULT DESIGN, LLC
2770 ARAPAHOE RD, STE 132,
LAFAYETTE, CO 80026

Uncompahgre Engineering, LLC

MARPA

AE DESIGN
Integrated Lighting and Electrical Solutions
1900 Wazee Street #305 | Denver, CO 80202 | 303.296.3024
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Project: 4

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL CONTINUANCE SUBMITTAL 08.08.2022

LOT 109R PUD AMENDMENT FINAL DRB SUBMITTAL 10.21.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 12.16.2022

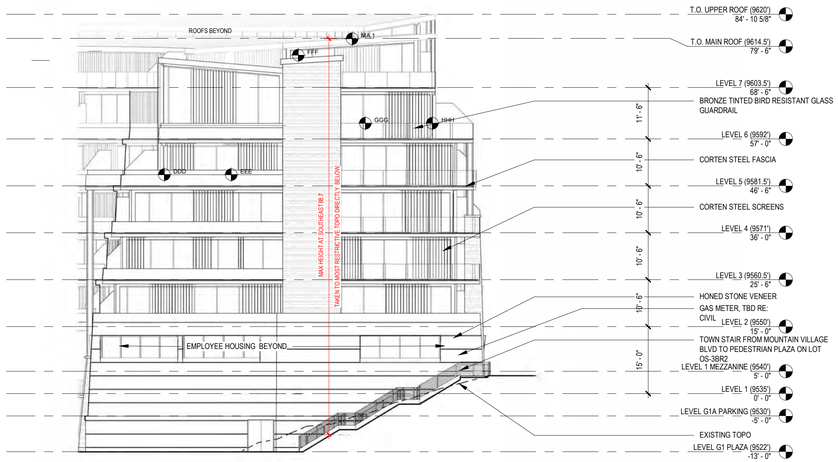
LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 06.01.2023

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

STATE OF COLORADO
KATHY LORD
LICENSED ARCHITECT
NOT FOR CONSTRUCTION
SEAL

EXTERIOR MATERIAL ELEVATIONS

A-2.01



2 SOUTHEAST ELEVATION

1/16" = 1'-0"

NOTES	SPOT ELEV LABEL	DESCRIPTION	HEIGHT TO HIGHEST POINT	PROPOSED GRADE	FROM PROPOSED GRADE	EXISTING GRADE	FROM EXISTING GRADE
Northeast	B	T.O. LEVEL 6 GUARDRAIL	9595.5	9539.2	56.3	9537.0	58.5
Northeast	C	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.9	56.6	9536.8	58.7
Northeast	D	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.8	56.7	9536.8	58.7
Northeast	E	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.5	57.0	9536.5	59.0
Northeast	F	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.3	57.2	9536.3	59.2
Northeast	G	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.0	57.5	9536.0	59.5
Northeast	H	T.O. LEVEL 6 GUARDRAIL	9595.5	9537.7	57.8	9536.0	59.5
Northeast	I	T.O. LEVEL 6 GUARDRAIL	9595.5	9537.4	58.1	9538.5	57.0
Northeast	J	T.O. LEVEL 6 GUARDRAIL	9595.5	9537.1	58.4	9536.0	59.5
Northeast	K	T.O. LEVEL 6 GUARDRAIL	9595.5	9536.4	59.1	9535.7	59.8
North	L	T.O. LEVEL 6 GUARDRAIL	9595.5	9535.6	59.9	9535.1	60.4
North	M	T.O. LEVEL 6 GUARDRAIL	9595.5	9534.7	60.8	9534.0	61.5
North	N	T.O. LEVEL 6 GUARDRAIL	9595.5	9537.1	58.4	9536.0	59.5
North	O	T.O. LEVEL 6 GUARDRAIL	9595.5	9536.4	59.1	9535.7	59.8
North	P	T.O. LEVEL 6 GUARDRAIL	9595.5	9535.6	59.9	9535.1	60.4
North	Q	T.O. LEVEL 6 GUARDRAIL	9595.5	9534.7	60.8	9534.0	61.5
North	R	T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9531.5	64.0
North	S	T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9531.5	64.0
*Pedestrian accessway (North)	*T	T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9533.5	62.0
*Pedestrian accessway (North)	*U	T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9533.5	62.0
Northwest	V	T.O. LEVEL 6 GUARDRAIL	9595.5	9530.7	64.8	9530.7	64.8
Northwest	W	T.O. LEVEL 6 GUARDRAIL	9595.5	9530.1	65.4	9530.1	65.4
Northwest	X	T.O. LEVEL 5 GUARDRAIL	9585.0	9528.7	56.3	9528.1	56.9
Northwest	Y	T.O. LEVEL 5 GUARDRAIL	9585.0	9526.8	58.2	9527.8	57.2
Northwest	Z	T.O. LEVEL 5 GUARDRAIL	9585.0	9526.2	58.8	9525.8	59.2
Northwest	AA	T.O. LEVEL 5 GUARDRAIL	9607.5	9526.0	81.5	9523.8	83.7
Northwest	BB	T.O. POOL DECK ROOF	9607.5	9524.6	82.9	9521.0	86.5
Northwest	CC	T.O. LEVEL 6 GUARDRAIL	9595.5	9523.2	72.3	9520.5	75.0
Northwest	DD	T.O. LEVEL 6 GUARDRAIL	9595.5	9521.4	74.1	9520.0	75.5
West	EE	T.O. LEVEL 6 GUARDRAIL	9595.5	9520.1	75.4	9520.1	75.4
West	*FF	T.O. LEVEL 6 GUARDRAIL	9595.5	9518.0	77.5	9517.8	77.7
West	*GG	T.O. LEVEL 6 GUARDRAIL	9595.5	9517.0	78.5	9517.0	78.5
West	*HH	T.O. LEVEL 4 GUARDRAIL	9574.5	9516.0	58.5	9516.0	58.5
South	**JJ	T.O. LEVEL 6 GUARDRAIL	9595.5	9510.0	85.5	9515.0	80.5
South	KK	T.O. LEVEL 6 GUARDRAIL	9595.5	9510.0	85.5	9515.0	80.5
South	LL	T.O. LEVEL 6 GUARDRAIL	9595.5	9510.0	85.5	9515.0	80.5
South	**MM	T.O. LEVEL 5 GUARDRAIL	9585.0	9519.3	65.7	9519.3	65.7
South	**NN	T.O. LEVEL 5 GUARDRAIL	9585.0	9519.8	65.2	9519.8	65.2
South	**OO	T.O. LEVEL 5 GUARDRAIL	9585.0	9520.4	64.6	9520.4	64.6
South	**PP	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.8	62.2	9522.5	62.5
South	**QQ	T.O. LEVEL 4 GUARDRAIL	9574.5	9522.5	52.0	9522.5	52.0
South	*RR	T.O. LEVEL 7 GUARDRAIL	9607.0	9525.6	81.4	9525.6	81.4
South	*SS	T.O. LEVEL 7 GUARDRAIL	9607.0	9525.6	81.4	9525.6	81.4
Southwest	TT	T.O. LEVEL 7 GUARDRAIL	9607.0	9523.0	84.0	9522.0	85.0
Southwest	UU	T.O. LEVEL 7 GUARDRAIL	9607.0	9522.8	84.2	9522.8	84.2
Southwest	VV	T.O. LEVEL 7 GUARDRAIL	9607.0	9523.0	84.0	9523.0	84.0
Southwest	WW	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.8	62.2	9522.1	62.9
Southwest	XX	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	62.5	9522.0	63.0
Southwest	YY	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	62.5	9522.1	62.9
Southwest	ZZ	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	62.5	9522.5	62.5
Southwest	AAA	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.8	62.2	9522.5	62.5
Southwest	BBB	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	62.5	9522.5	62.5
Southeast	DDD	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.0	63.0	9522.0	63.0
Southeast	EEE	T.O. LEVEL 5 GUARDRAIL	9585.0	9523.0	62.0	9523.0	62.0
Southeast	FFF	T.O. STAIR ROOF	9610.0	9526.0	84.0	9526.0	84.0
Southeast	GGG	T.O. LEVEL 6 GUARDRAIL	9595.5	9530.0	65.5	9530.0	65.5
Southeast	HHH	T.O. LEVEL 6 GUARDRAIL	9595.5	9535.0	60.5	9533.0	62.5
						AVERAGE HEIGHT	63.61

* PEDESTRIAN ACCESSWAY
** EMERGENCY LANE

NORTH ELEVATION AND MAIN ENTRY

1 NORTH ELEVATION FROM MOUNTAIN BLVD FLATTENED LOOKING SOUTH

1/16" = 1'-0"

VAULT DESIGN GROUP

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Uncompahgre Engineering, LLC

MARPA

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Project: 4

SIX SENSES HOTEL

LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

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STATE OF COLORADO
KATHY LOND
#21827
LICENSED ARCHITECT
SEAL
NOT FOR CONSTRUCTION

NORTH & EAST ELEVATIONS

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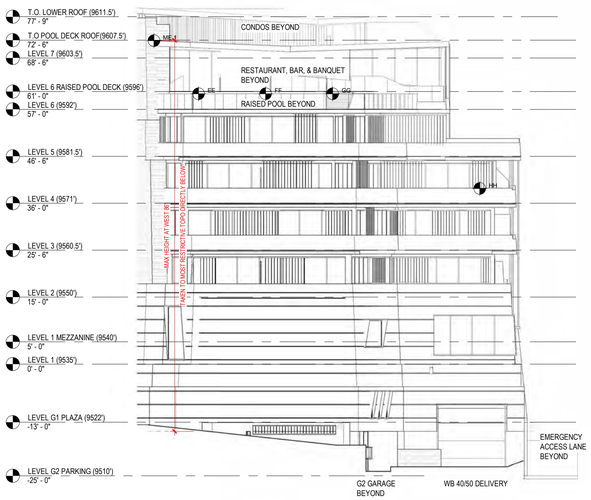
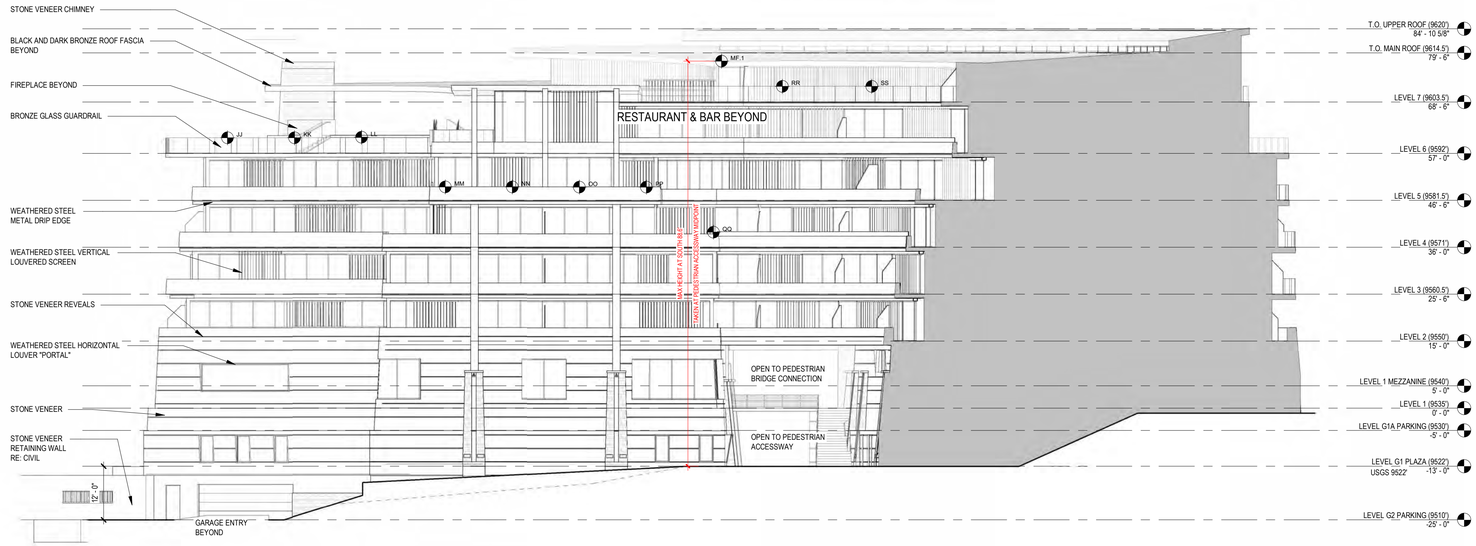
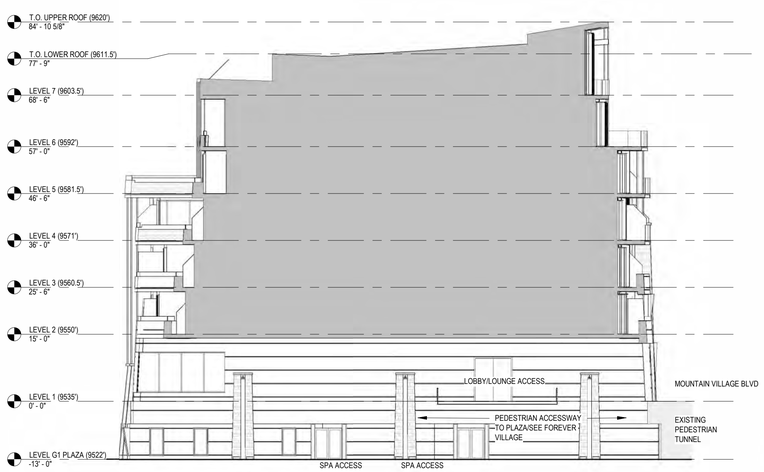


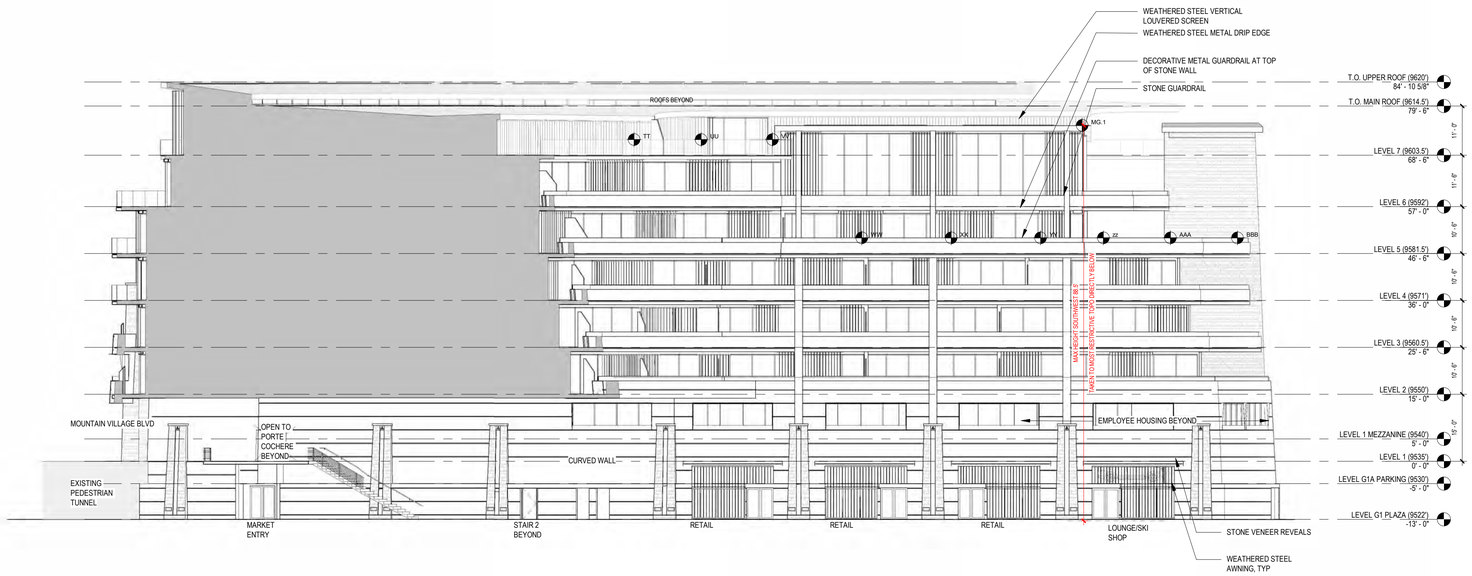
3 **WEST ELEVATION**
1/16" = 1'-0"



4 **SOUTH ELEVATION**
1/16" = 1'-0"



1 **WEST ELEVATION - PEDESTRIAN WALKWAY**
1/16" = 1'-0"



2 **SOUTHWEST ELEVATION**
1/16" = 1'-0"

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Project: 6

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

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STATE OF COLORADO
KATHY LOND
NOT FOR CONSTRUCTION
LICENSED ARCHITECT
SEAL

SOUTHEAST & WEST ELEVATIONS

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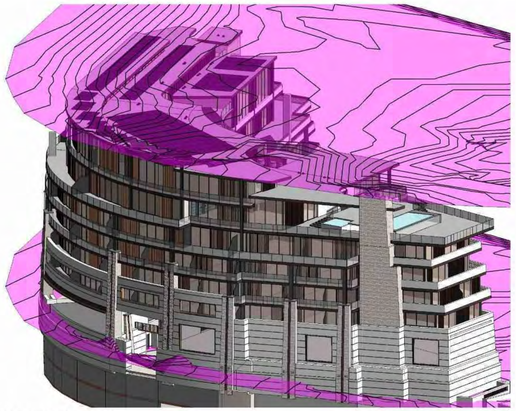
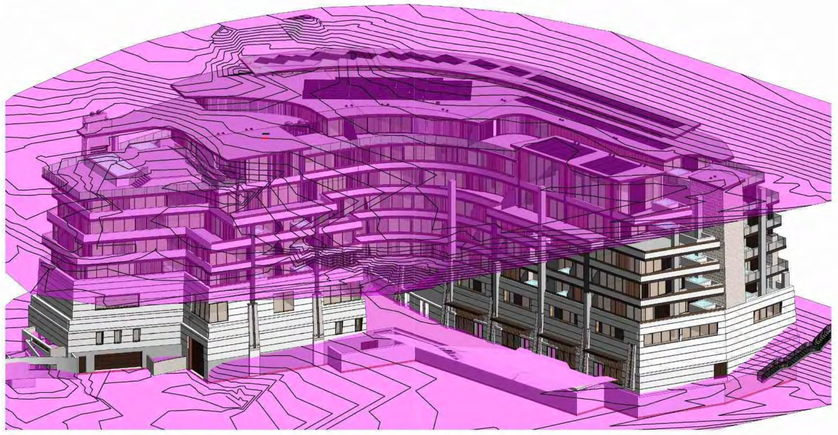


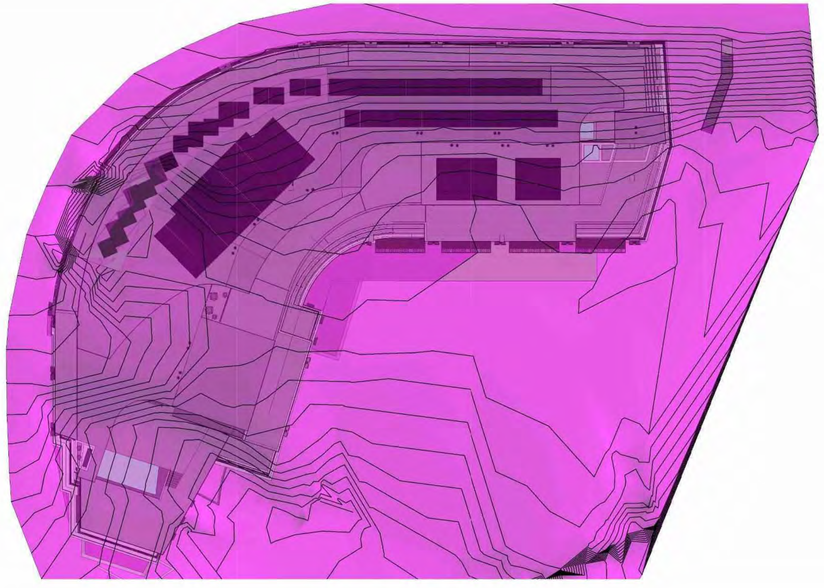
5 NW PERSPECTIVE

3 NW ELEVATION



4 SW PERSPECTIVE - EXISTING TOPO

2 SE PERSPECTIVE



1 EXISTING TOPO

NOTES	SPOT ELEV LABEL	DESCRIPTION	HEIGHT TO HIGHEST POINT	PROPOSED GRADE	FROM PROPOSED GRADE	EXISTING GRADE	FROM EXISTING GRADE
Northeast	B	T.O. LEVEL 6 GUARDRAIL	9595.5	9539.2	56.3	9537.0	58.5
Northeast	C	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.9	56.6	9536.8	58.7
Northeast	D	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.8	56.7	9536.8	58.7
Northeast	E	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.5	57.0	9536.5	59.0
Northeast	F	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.3	57.2	9536.3	59.2
Northeast	G	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.0	57.5	9536.0	59.5
Northeast	H	T.O. LEVEL 6 GUARDRAIL	9595.5	9537.7	57.8	9536.0	59.5
Northeast	I	T.O. LEVEL 6 GUARDRAIL	9595.5	9537.4	58.1	9538.5	57.0
Northeast	J	T.O. LEVEL 6 GUARDRAIL	9595.5	9537.1	58.4	9536.0	59.5
Northeast	K	T.O. LEVEL 6 GUARDRAIL	9595.5	9536.4	59.1	9535.7	59.8
North	L	T.O. LEVEL 6 GUARDRAIL	9595.5	9535.6	59.9	9535.1	60.4
North	M	T.O. LEVEL 6 GUARDRAIL	9595.5	9534.7	60.8	9534.0	61.5
North	N	T.O. LEVEL 6 GUARDRAIL	9595.5	9537.1	58.4	9536.0	59.5
North	O	T.O. LEVEL 6 GUARDRAIL	9595.5	9536.4	59.1	9535.7	59.8
North	P	T.O. LEVEL 6 GUARDRAIL	9595.5	9535.6	59.9	9535.1	60.4
North	Q	T.O. LEVEL 6 GUARDRAIL	9595.5	9534.7	60.8	9534.0	61.5
North	R	T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9531.5	64.0
North	S	T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9531.5	64.0
*Pedestrian accessway (North)	*T	T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9533.5	62.0
*Pedestrian accessway (North)	*U	T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9533.5	62.0
Northwest	V	T.O. LEVEL 6 GUARDRAIL	9595.5	9530.7	64.8	9530.7	64.8
Northwest	W	T.O. LEVEL 6 GUARDRAIL	9595.5	9530.1	65.4	9530.1	65.4
Northwest	X	T.O. LEVEL 5 GUARDRAIL	9585.0	9528.7	56.3	9528.1	56.9
Northwest	Y	T.O. LEVEL 5 GUARDRAIL	9585.0	9526.8	58.2	9527.8	57.2
Northwest	Z	T.O. LEVEL 5 GUARDRAIL	9585.0	9526.2	58.8	9525.8	59.2
Northwest	AA	T.O. LEVEL 5 GUARDRAIL	9607.5	9526.0	81.5	9523.8	83.7
Northwest	BB	T.O. POOL DECK ROOF	9607.5	9524.6	82.9	9521.0	86.5
Northwest	CC	T.O. LEVEL 6 GUARDRAIL	9595.5	9523.2	72.3	9520.5	75.0
Northwest	DD	T.O. LEVEL 6 GUARDRAIL	9595.5	9521.4	74.1	9520.0	75.5
West	EE	T.O. LEVEL 6 GUARDRAIL	9595.5	9520.1	75.4	9520.1	75.4
West	*FF	T.O. LEVEL 6 GUARDRAIL	9595.5	9518.0	77.5	9517.8	77.7
West	*GG	T.O. LEVEL 6 GUARDRAIL	9595.5	9517.0	78.5	9517.0	78.5
West	*HH	T.O. LEVEL 4 GUARDRAIL	9574.5	9516.0	58.5	9516.0	58.5
South	**JJ	T.O. LEVEL 6 GUARDRAIL	9595.5	9510.0	85.5	9515.0	80.5
South	KK	T.O. LEVEL 6 GUARDRAIL	9595.5	9510.0	85.5	9515.0	80.5
South	LL	T.O. LEVEL 6 GUARDRAIL	9595.5	9510.0	85.5	9515.0	80.5
South	**MM	T.O. LEVEL 5 GUARDRAIL	9585.0	9519.3	65.7	9519.3	65.7
South	**NN	T.O. LEVEL 5 GUARDRAIL	9585.0	9519.8	65.2	9519.8	65.2
South	**OO	T.O. LEVEL 5 GUARDRAIL	9585.0	9520.4	64.6	9520.4	64.6
South	**PP	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.8	62.2	9522.5	62.5
South	**QQ	T.O. LEVEL 4 GUARDRAIL	9574.5	9522.5	52.0	9522.5	52.0
South	*RR	T.O. LEVEL 7 GUARDRAIL	9607.0	9525.6	81.4	9525.6	81.4
South	*SS	T.O. LEVEL 7 GUARDRAIL	9607.0	9525.6	81.4	9525.6	81.4
Southwest	TT	T.O. LEVEL 7 GUARDRAIL	9607.0	9523.0	84.0	9522.0	85.0
Southwest	UU	T.O. LEVEL 7 GUARDRAIL	9607.0	9522.8	84.2	9522.8	84.2
Southwest	VV	T.O. LEVEL 7 GUARDRAIL	9607.0	9523.0	84.0	9523.0	84.0
Southwest	WW	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.8	62.2	9522.1	62.9
Southwest	XX	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	62.5	9522.0	63.0
Southwest	YY	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	62.5	9522.1	62.9
Southwest	ZZ	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	62.5	9522.5	62.5
Southwest	AAA	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.8	62.2	9522.5	62.5
Southwest	BBB	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	62.5	9522.5	62.5
Southeast	DDD	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.0	63.0	9522.0	63.0
Southeast	EEE	T.O. LEVEL 5 GUARDRAIL	9585.0	9523.0	62.0	9523.0	62.0
Southeast	FFF	T.O. STAIR ROOF	9610.0	9526.0	84.0	9526.0	84.0
Southeast	GGG	T.O. LEVEL 6 GUARDRAIL	9595.5	9530.0	65.5	9530.0	65.5
Southeast	HHH	T.O. LEVEL 6 GUARDRAIL	9595.5	9535.0	60.5	9533.0	62.5
						AVERAGE HEIGHT	63.61

* PEDESTRIAN ACCESSWAY
** EMERGENCY LANE

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2770 ARAPAHOE RD, STE 132,
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MARPA

AE DESIGN
Integrated Lighting and Electrical Solutions
7900 Wazee Street #205 | Denver, CO 80202 | 361 296.3634
aedesigns.inc.com
Project #:

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL CONTINUANCE SUBMITTAL 08.08.2022

LOT 109R PUD AMENDMENT FINAL DRB SUBMITTAL 10.21.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 12.16.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 06.01.2023

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

STATE OF COLORADO
KATHY LORD
21827
LICENSED ARCHITECT
SEAL
NOT FOR CONSTRUCTION

3D MAX HEIGHT WITH EXISTING TOPO

A-2.04

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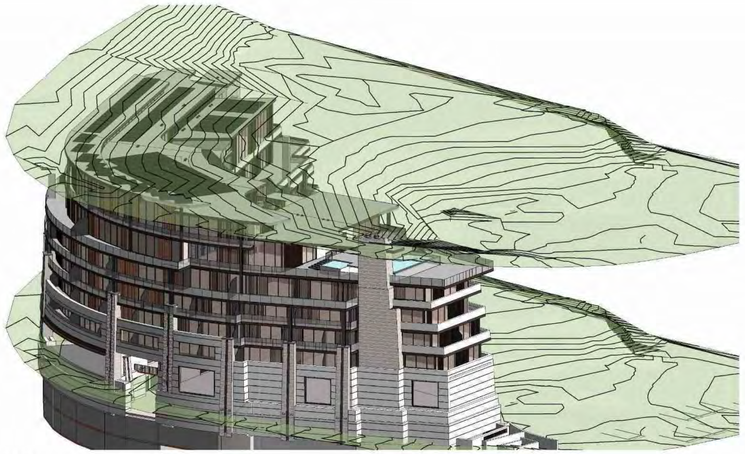
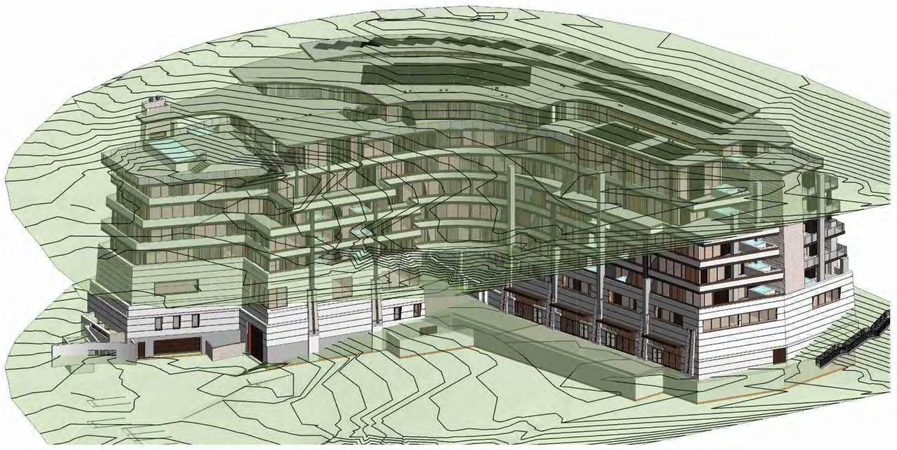
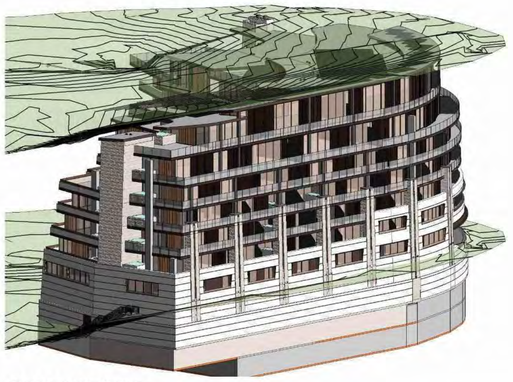


5 NW PERSPECTIVE

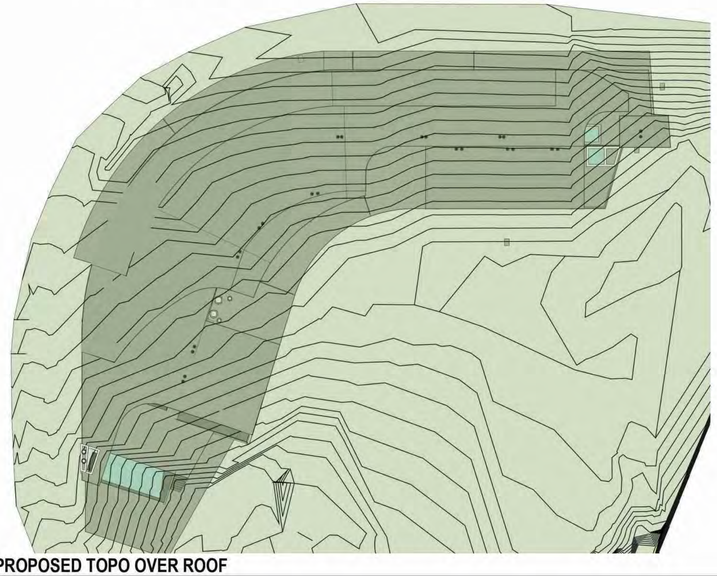
3 NW ELEVATION



4 SW PERSPECTIVE - PROPOSED TOPO



2 SE PERSPECTIVE



1 PROPOSED TOPO OVER ROOF

1/32" = 1'-0"

NOTES	SPOT ELEV LABEL	DESCRIPTION	HEIGHT TO HIGHEST POINT	PROPOSED GRADE	FROM PROPOSED GRADE	EXISTING GRADE	FROM EXISTING GRADE
Northeast	B	T.O. LEVEL 6 GUARDRAIL	9595.5	9539.2	56.3	9537.0	58.5
Northeast	C	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.9	56.6	9536.8	58.7
Northeast	D	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.8	56.7	9536.8	58.7
Northeast	E	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.5	57.0	9536.5	59.0
Northeast	F	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.3	57.2	9536.3	59.2
Northeast	G	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.0	57.5	9536.0	59.5
Northeast	H	T.O. LEVEL 6 GUARDRAIL	9595.5	9537.7	57.8	9536.0	59.5
Northeast	I	T.O. LEVEL 6 GUARDRAIL	9595.5	9537.4	58.1	9538.5	57.0
Northeast	J	T.O. LEVEL 6 GUARDRAIL	9595.5	9537.1	58.4	9536.0	59.5
Northeast	K	T.O. LEVEL 6 GUARDRAIL	9595.5	9536.4	59.1	9535.7	59.8
North	L	T.O. LEVEL 6 GUARDRAIL	9595.5	9535.6	59.9	9535.1	60.4
North	M	T.O. LEVEL 6 GUARDRAIL	9595.5	9534.7	60.8	9534.0	61.5
North	N	T.O. LEVEL 6 GUARDRAIL	9595.5	9537.1	58.4	9536.0	59.5
North	O	T.O. LEVEL 6 GUARDRAIL	9595.5	9536.4	59.1	9535.7	59.8
North	P	T.O. LEVEL 6 GUARDRAIL	9595.5	9535.6	59.9	9535.1	60.4
North	Q	T.O. LEVEL 6 GUARDRAIL	9595.5	9534.7	60.8	9534.0	61.5
North	R	T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9531.5	64.0
North	S	T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9531.5	64.0
*Pedestrian accessway (North)	*T	T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9533.5	62.0
*Pedestrian accessway (North)	*U	T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9533.5	62.0
Northwest	V	T.O. LEVEL 6 GUARDRAIL	9595.5	9530.7	64.8	9530.7	64.8
Northwest	W	T.O. LEVEL 6 GUARDRAIL	9595.5	9530.1	65.4	9530.1	65.4
Northwest	X	T.O. LEVEL 5 GUARDRAIL	9585.0	9528.7	56.3	9528.1	56.9
Northwest	Y	T.O. LEVEL 5 GUARDRAIL	9585.0	9526.8	58.2	9527.8	57.2
Northwest	Z	T.O. LEVEL 5 GUARDRAIL	9585.0	9526.2	58.8	9525.8	59.2
Northwest	AA	T.O. LEVEL 5 GUARDRAIL	9607.5	9526.0	81.5	9523.8	83.7
Northwest	BB	T.O. POOL DECK ROOF	9607.5	9524.6	82.9	9521.0	86.5
Northwest	CC	T.O. LEVEL 6 GUARDRAIL	9595.5	9523.2	72.3	9520.5	75.0
Northwest	DD	T.O. LEVEL 6 GUARDRAIL	9595.5	9521.4	74.1	9520.0	75.5
West	EE	T.O. LEVEL 6 GUARDRAIL	9595.5	9520.1	75.4	9520.1	75.4
West	*FF	T.O. LEVEL 6 GUARDRAIL	9595.5	9518.0	77.5	9517.8	77.7
West	*GG	T.O. LEVEL 6 GUARDRAIL	9595.5	9517.0	78.5	9517.0	78.5
West	*HH	T.O. LEVEL 4 GUARDRAIL	9574.5	9516.0	58.5	9516.0	58.5
South	**II	T.O. LEVEL 6 GUARDRAIL	9595.5	9510.0	85.5	9515.0	80.5
South	KK	T.O. LEVEL 6 GUARDRAIL	9595.5	9510.0	85.5	9515.0	80.5
South	LL	T.O. LEVEL 6 GUARDRAIL	9595.5	9510.0	85.5	9515.0	80.5
South	**MM	T.O. LEVEL 5 GUARDRAIL	9585.0	9519.3	65.7	9519.3	65.7
South	**NN	T.O. LEVEL 5 GUARDRAIL	9585.0	9519.8	65.2	9519.8	65.2
South	**OO	T.O. LEVEL 5 GUARDRAIL	9585.0	9520.4	64.6	9520.4	64.6
South	**PP	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.8	62.2	9522.5	62.5
South	**QQ	T.O. LEVEL 4 GUARDRAIL	9574.5	9522.5	52.0	9522.5	52.0
South	*RR	T.O. LEVEL 7 GUARDRAIL	9607.0	9525.6	81.4	9525.6	81.4
South	*SS	T.O. LEVEL 7 GUARDRAIL	9607.0	9525.6	81.4	9525.6	81.4
Southwest	TT	T.O. LEVEL 7 GUARDRAIL	9607.0	9523.0	84.0	9522.0	85.0
Southwest	UU	T.O. LEVEL 7 GUARDRAIL	9607.0	9522.8	84.2	9522.8	84.2
Southwest	VV	T.O. LEVEL 7 GUARDRAIL	9607.0	9523.0	84.0	9523.0	84.0
Southwest	WW	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.8	62.2	9522.1	62.9
Southwest	XX	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	62.5	9522.0	63.0
Southwest	YY	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	62.5	9522.1	62.9
Southwest	ZZ	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	62.5	9522.5	62.5
Southwest	AAA	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.8	62.2	9522.5	62.5
Southwest	BBB	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	62.5	9522.5	62.5
Southeast	DDD	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.0	63.0	9522.0	63.0
Southeast	EEE	T.O. LEVEL 5 GUARDRAIL	9585.0	9523.0	62.0	9523.0	62.0
Southeast	FFF	T.O. STAIR ROOF	9610.0	9526.0	84.0	9526.0	84.0
Southeast	GGG	T.O. LEVEL 6 GUARDRAIL	9595.5	9530.0	65.5	9530.0	65.5
Southeast	HHH	T.O. LEVEL 6 GUARDRAIL	9595.5	9535.0	60.5	9533.0	62.5
						AVERAGE HEIGHT	63.61

* PEDESTRIAN ACCESSWAY

** EMERGENCY LANE

VAULT DESIGN GROUP

VAULT DESIGN, LLC
2770 ARAPAHOE RD, STE 132,
LAFAYETTE, CO 80026

Uncompahgre Engineering, LLC

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aedesign-inc.com Project #:

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LOT 109R MOUNTAIN VILLAGE, CO

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KATHY LOND
11827
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SEAL

3D MAX HEIGHT WITH PROPOSED TOPO

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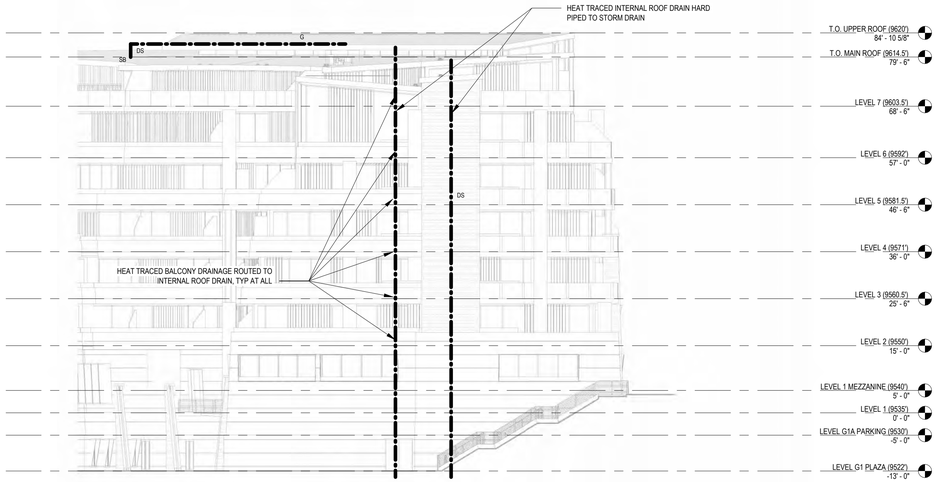
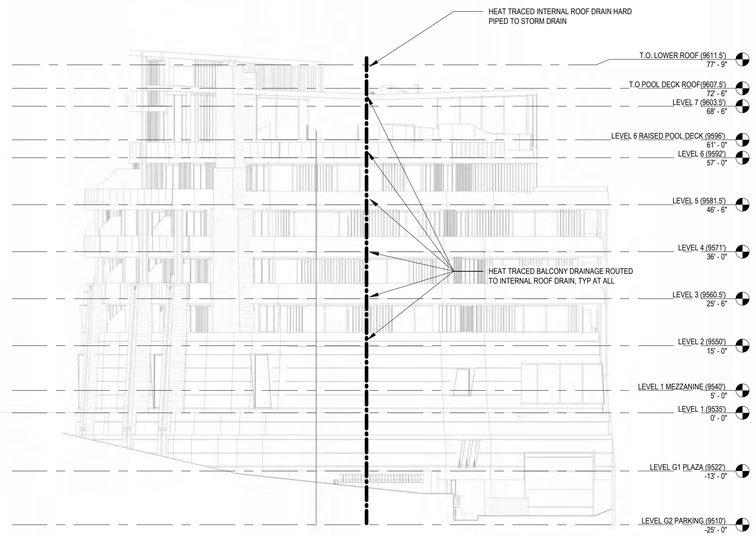
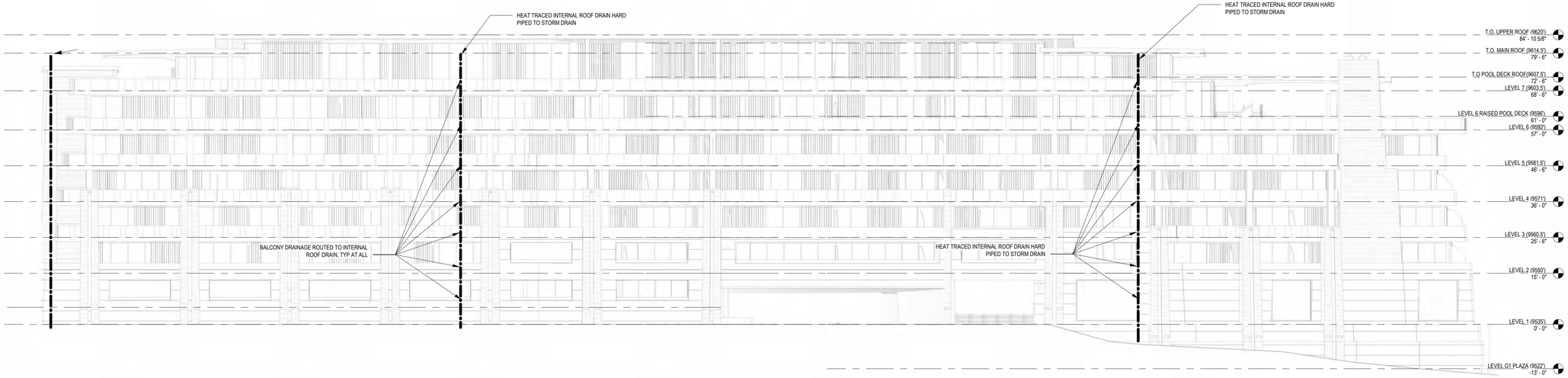


3 **EXTERIOR ELEVATION·SNOW MELT STUDY EAST**
1/16" = 1'-0"



4 **EXTERIOR ELEVATION·SNOW MELT STUDY- WEST**
1/16" = 1'-0"



1 **EXTERIOR ELEVATION·SNOW MELT STUDY NORTHEAST**
1/16" = 1'-0"

2 **EXTERIOR ELEVATION·SNOW MELT STUDY- NORTHWEST**
1/16" = 1'-0"

SNOW MELT KEY	
SB	SPLASH BLOCKS IN TERRACE
←	DIRECTION OF WATER FLOW
—•—	INTERNAL ROOF DRAIN
G	GUTTER
RD	ROOF DRAIN

SNOW MELT KEY
1/4" = 1'-0"

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VAULT DESIGN GROUP
VAULT DESIGN, LLC
2770 ARAPAHOE RD, STE 132,
LAFAYETTE, CO 80026

Uncompahgre Engineering, LLC

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EXTERIOR ELEVATION·SNOW MELT STUDY

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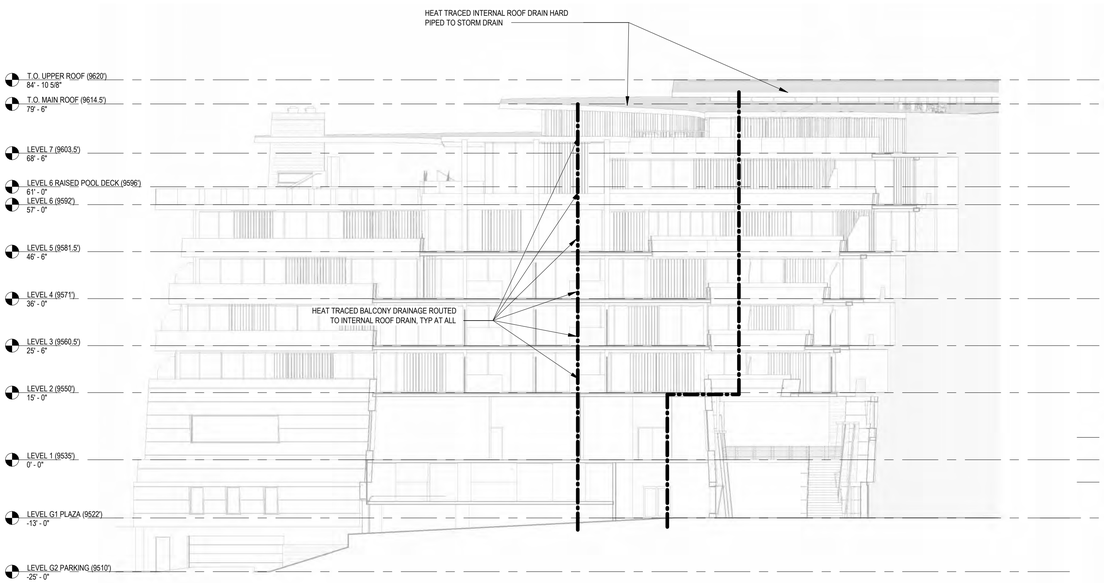
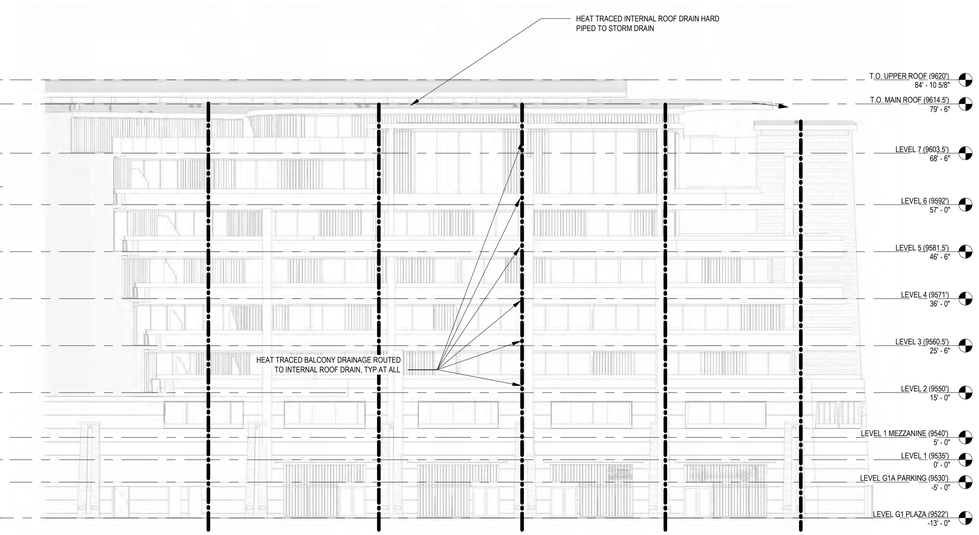


1 **EXTERIOR ELEVATION·SNOW MELT STUDY - SOUTHWEST**
1/16" = 1'-0"



2 **EXTERIOR ELEVATION·SNOW MELT STUDY- SOUTHEAST**
1/16" = 1'-0"

SNOW MELT KEY	
SB	SPLASH BLOCKS IN TERRACE
◄——	DIRECTION OF WATER FLOW
——•——	INTERNAL ROOF DRAIN
G	GUTTER
RD	ROOF DRAIN

SNOW MELT KEY
1/4" = 1'-0"

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LAFAYETTE, CO 80026

Uncompahgre Engineering, LLC

MARPA
landscape architecture • urban design

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KATHY LORD
21827
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EXTERIOR ELEVATION·SNOW MELT STUDY

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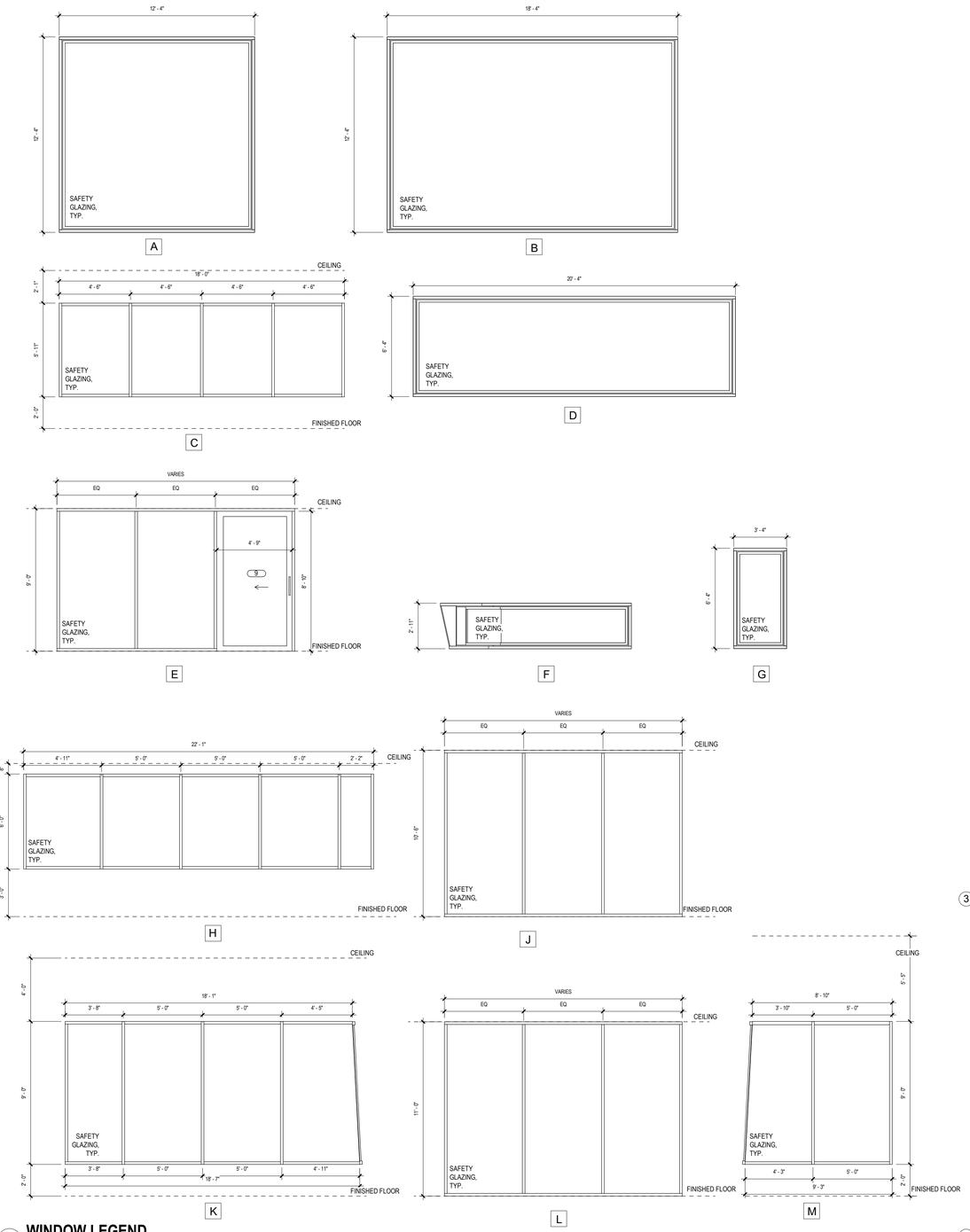
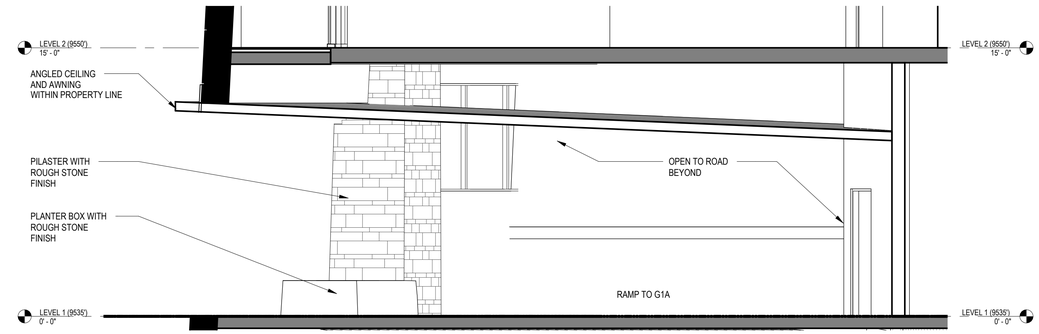
EXTERIOR DOOR SCHEDULE					
TYPE MARK	HEIGHT	WIDTH	REMARKS	TYPE	COMMENTS
1	8' - 0"	22' - 0"	CORTEN STEEL	SECTIONAL OVERHEAD GARAGE	-
2	15' - 10"	15' - 0"	CORTEN STEEL	SECTIONAL OVERHEAD GARAGE	-
3	7' - 0"	6' - 0"	DARK BRONZE ALUMINIUM STOREFRONT-BRONZE TINTED GLASS PANEL	DOUBLE STOREFRONT	-
4	8' - 0"	3' - 0"	STEEL CORE CLAD WITH WOOD	SINGLE FLUSH	DARK BRONZE FRAME TO MATCH
5	7' - 0"	6' - 0"	STEEL CORE CLAD WITH WOOD	DOUBLE FLUSH	DARK BRONZE FRAME TO MATCH
6	7' - 0"	3' - 0"	STEEL CORE CLAD WITH WOOD	SINGLE FLUSH	DARK BRONZE FRAME TO MATCH
7	7' - 6"	6' - 0"	DARK BRONZE ALUMINIUM STOREFRONT-BRONZE TINTED GLASS PANEL	DOUBLE STOREFRONT	-
8	10' - 0"	8' - 0"	CUSTOM WOOD WALNUT FINISH	DOUBLE FLUSH	-
9	8' - 10"	4' - 9"	DARK BRONZE ALUMINIUM STOREFRONT-BRONZE TINTED GLASS PANEL	SINGLE SLIDER	BALCONY DOOR LEVELS 2-7

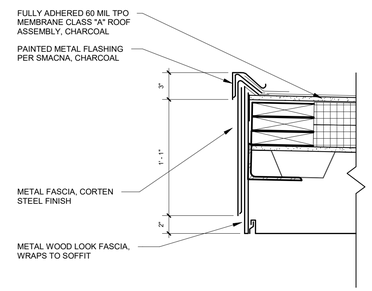
DOOR LOCATIONS PROVIDED IN PLAN



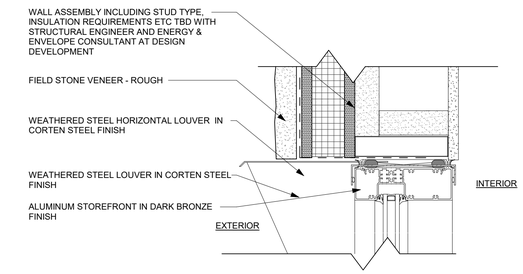
WINDOW LEGEND
1/4" = 1'-0"



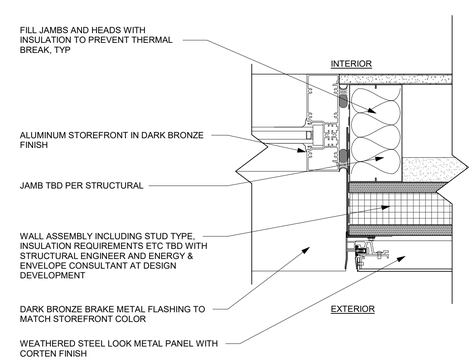
7 SECTION AT PORTE COCHERE
1/4" = 1'-0"



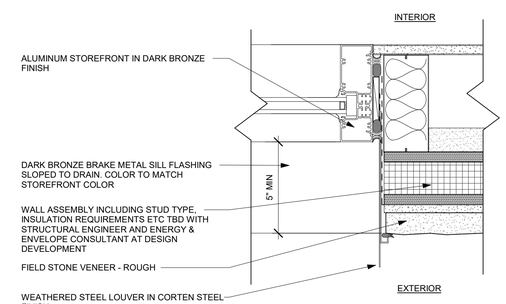
6 SCHEMATIC SECTION AT ROOF FASCIA
1 1/2" = 1'-0"



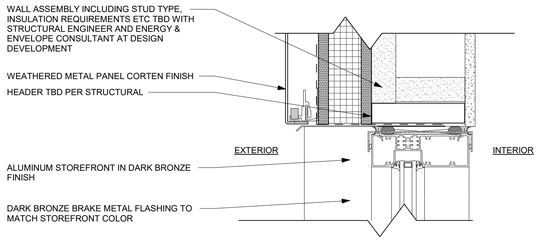
5 HEAD AT STONE
3" = 1'-0"



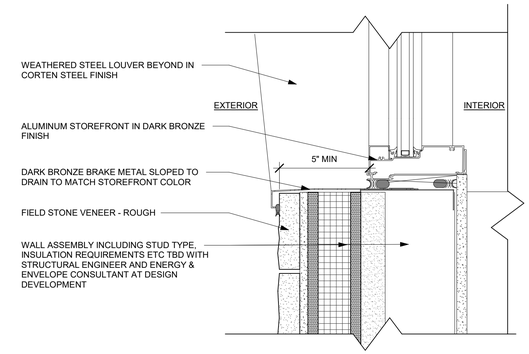
3 JAMB AT METAL PANEL
3" = 1'-0"



4 JAMB AT STONE
3" = 1'-0"



1 HEAD AT METAL PANEL
3" = 1'-0"



2 SILL AT STONE
3" = 1'-0"

VAULT DESIGN GROUP

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2770 ARAPAHOE RD, STE 132,
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STATE OF COLORADO
KATSUMI LOND
NO. 0001827
LICENSED ARCHITECT
NOT FOR CONSTRUCTION
SEAL

TYPICAL DETAILS, WINDOW LEGEND AND DOOR SCHEDULE

A-2.23

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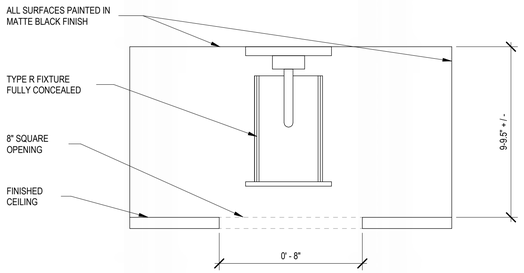
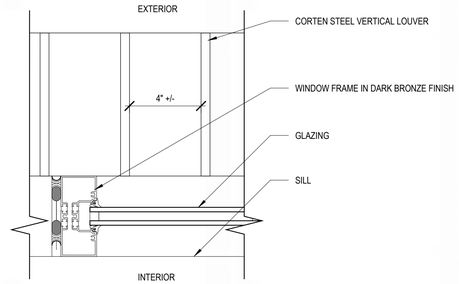
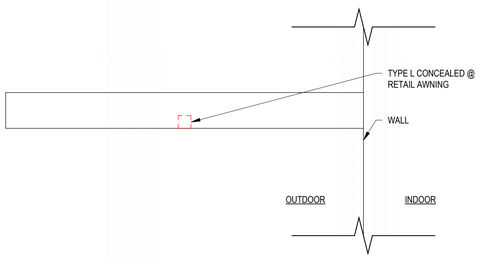
NOTE:
NO UPDATES ARE INCORPORATED FOR LANDSCAPE OR LIGHTING IN THIS SUBMITTAL. PER FINAL DRB CONDITIONS, LANDSCAPE AND PHOTOMETRICS TO BE FINALIZED WITH STAFF REVIEW PRIOR TO PERMIT. ANY DRAWING INCONSISTENCIES WILL BE ADDRESSED WITH FINAL APPROVED LANDSCAPE AND LIGHTING DESIGN WHEN APPROVAL IS OBTAINED. FINAL COORDINATION OF DRAWINGS TO OCCUR PRIOR TO PERMIT.



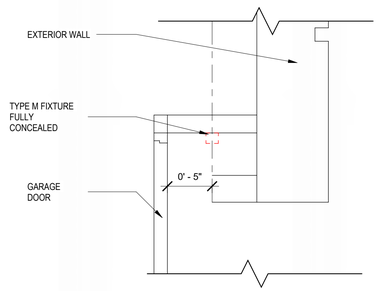
13 **TYPE R DETAIL TYP.**
3" = 1'-0"



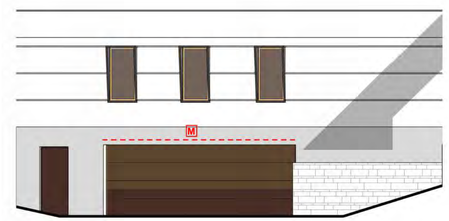
14 **LOUVER DETAIL**
3" = 1'-0"



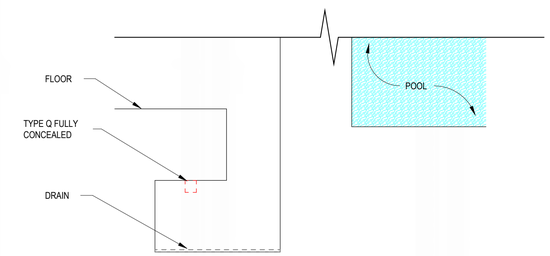
9 **TYPE L DETAIL TYP. @ CANOPY**
1" = 1'-0"



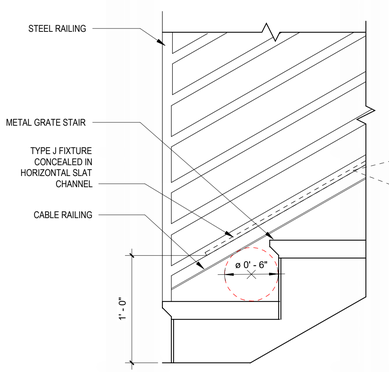
10 **TYPE M DETAIL TYP.**
1 1/2" = 1'-0"



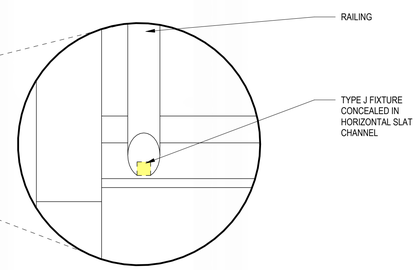
11 **TYPE M ELEVATION DETAIL TYP.**
1/8" = 1'-0"



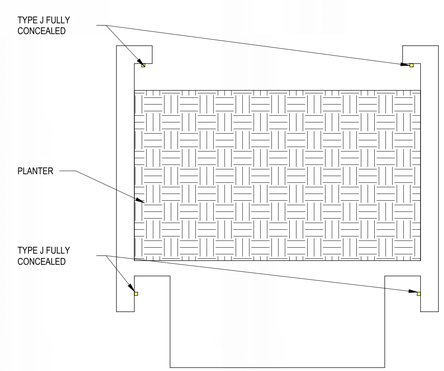
12 **TYPE Q DETAIL TYP.**
3" = 1'-0"



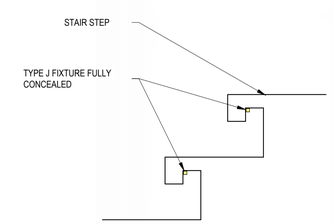
5 **TYP. RAILING DETAIL TYPE J**
1 1/2" = 1'-0"



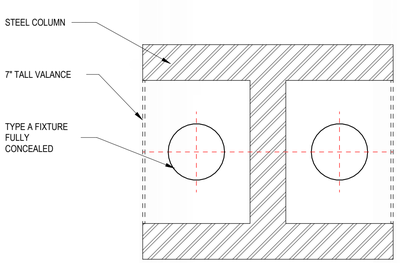
6 **TYP. RAILING DETAIL SECTION TYPE J**
6" = 1'-0"



7 **TYP. PLANTER DETAIL @ POOL DECK TYPE J**
1 1/2" = 1'-0"

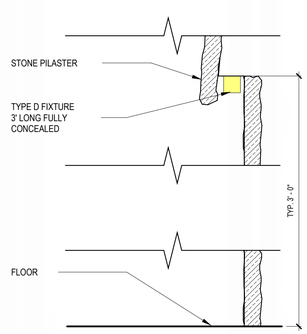


8 **TYP. STEP DETAIL @ POOL DECK TYPE J**
1 1/2" = 1'-0"

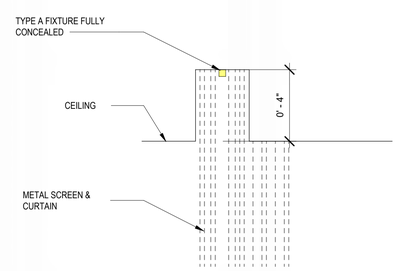


PLAN VIEW

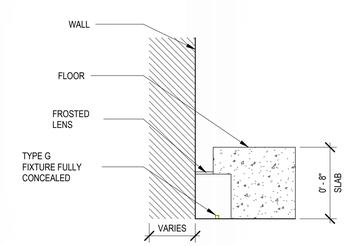
1 **TYPE A DETAIL TYP.**
3" = 1'-0"



2 **TYPE D FIXTURE TYP**
3" = 1'-0"



3 **TYP. CEILING DETAIL TYP. F**
3" = 1'-0"



4 **TYPE G FIXTURE TYP.**
1 1/2" = 1'-0"

4/26/2023 5:16:02 PM

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Uncompahgre Engineering, LLC

MARPA

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aedesign-inc.com Project #:

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022

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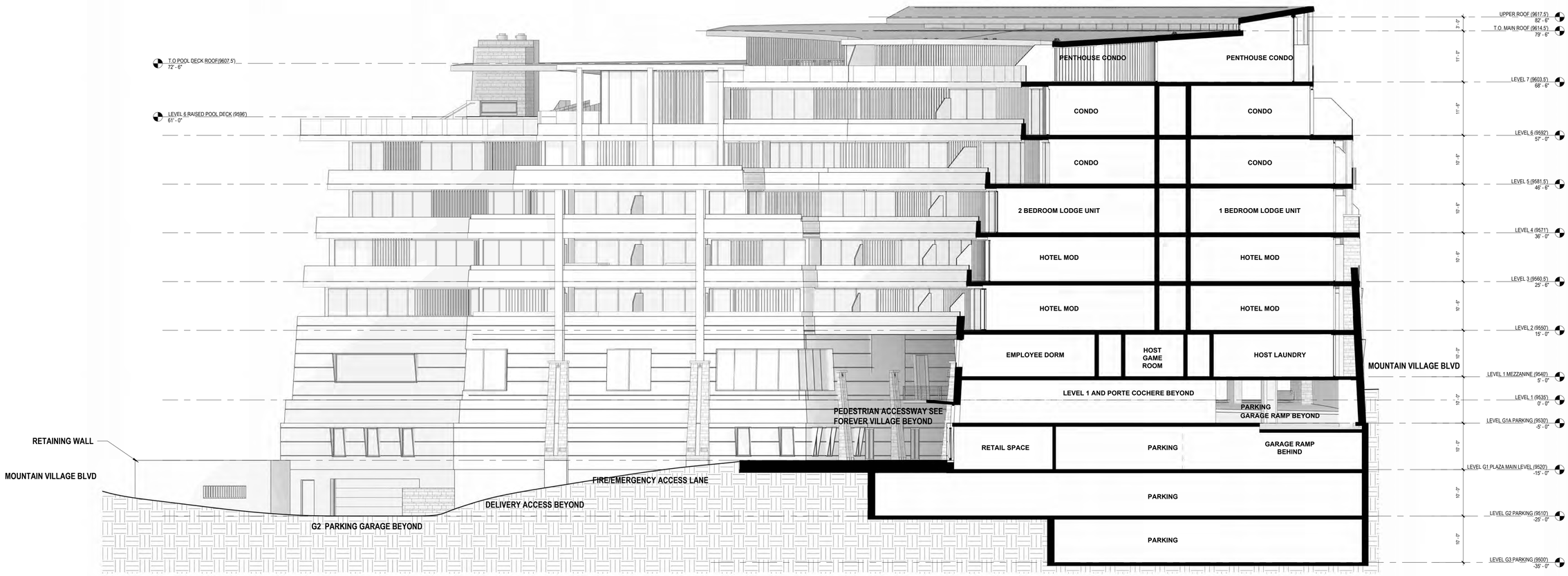
LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 06.01.2023

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

STATE OF COLORADO
KATHY LORD
101827
LICENSED ARCHITECT
NOT FOR CONSTRUCTION
SEAL

TYPICAL DETAILS

A-2.24



1 **N-S SECTION LOOKING NE**
3/32" = 1'-0"

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STATE OF COLORADO
KATHY LOVELL
01827
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BUILDING SECTION

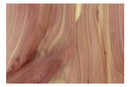
A-3.00

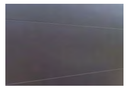
4/29/2023 9:12:39 AM

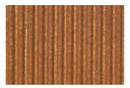
EXTERIOR DOOR SCHEDULE				
TYPE MARK	HEIGHT	WIDTH	REMARKS	TYPE
2	7' - 0"	8' - 0"	DARK BRONZE WITH WINDOW	SECTIONAL OVERHEAD GARAGE

31.31% DRYSTACK STONE

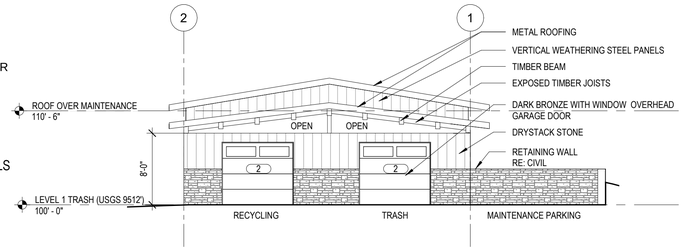
18.67% DARK BRONZE METAL ROOFING

1.13%  CEDAR WOOD TIMBER

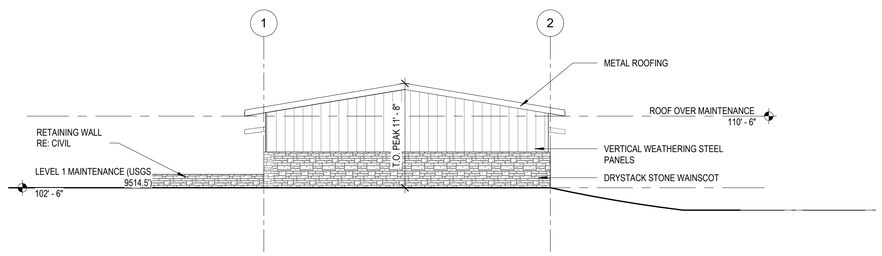
9.46%  DARK BRONZE METAL GARAGE DOOR

38.03%  VERTICAL WEATHERING STEEL PANELS

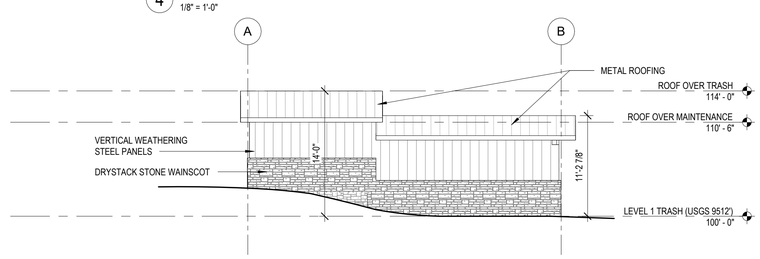
1.41% GLASS WINDOW



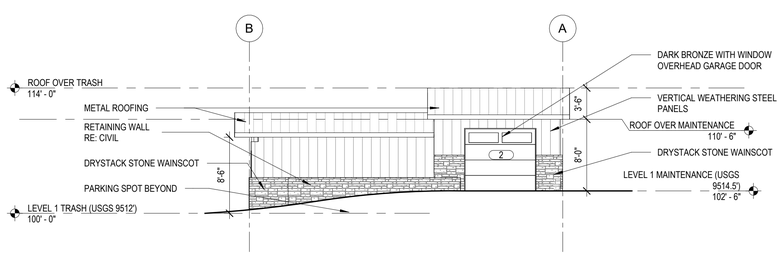
5 EAST ELEVATION
1/8" = 1'-0"



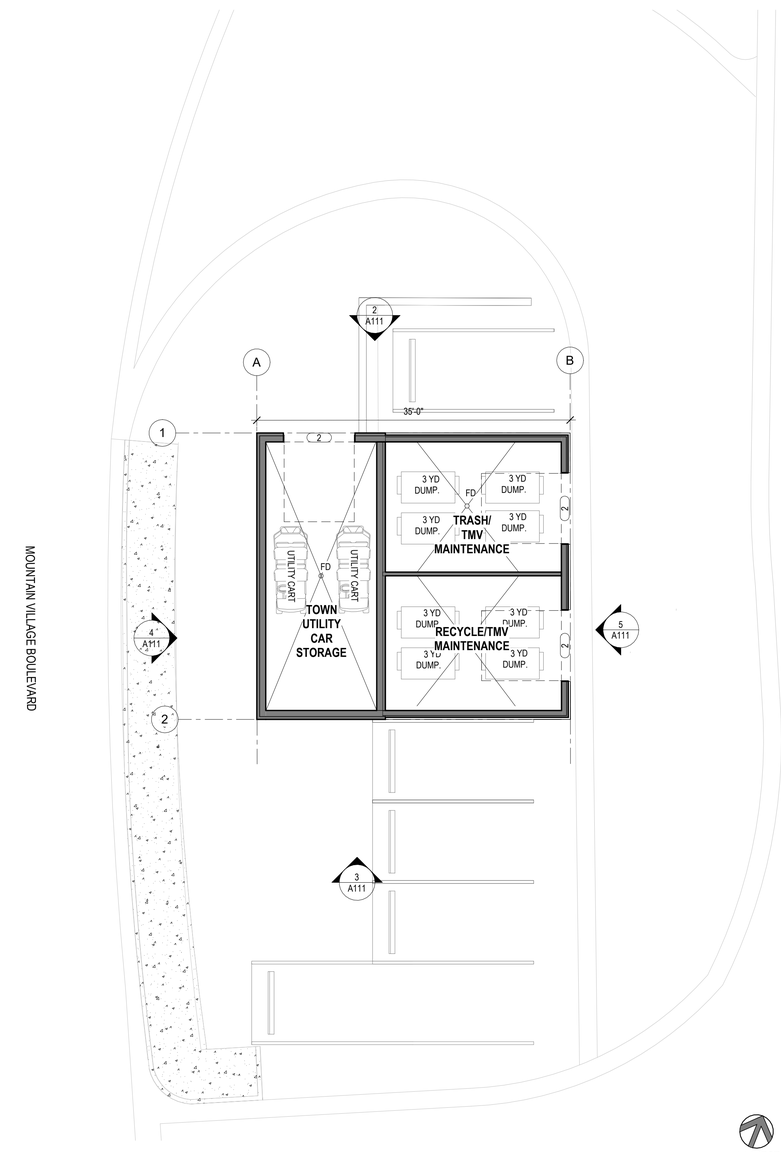
4 WEST ELEVATION
1/8" = 1'-0"



3 SOUTH ELEVATION
1/8" = 1'-0"



2 NORTH ELEVATION
1/8" = 1'-0"



1 FLOOR PLAN - TRASH & SNOWMELT BOILER SYSTEM ENCLOSURE
1/8" = 1'-0"

5/2/2023 3:45:24 PM

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SIX SENSES

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LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

STATE OF COLORADO
KATHY LORD
11827
LICENSED ARCHITECT
NOT FOR CONSTRUCTION
SEAL

OS-3BR2-1R TRASH HOLDING PLANS & ELEVATIONS

A111

NOTE:
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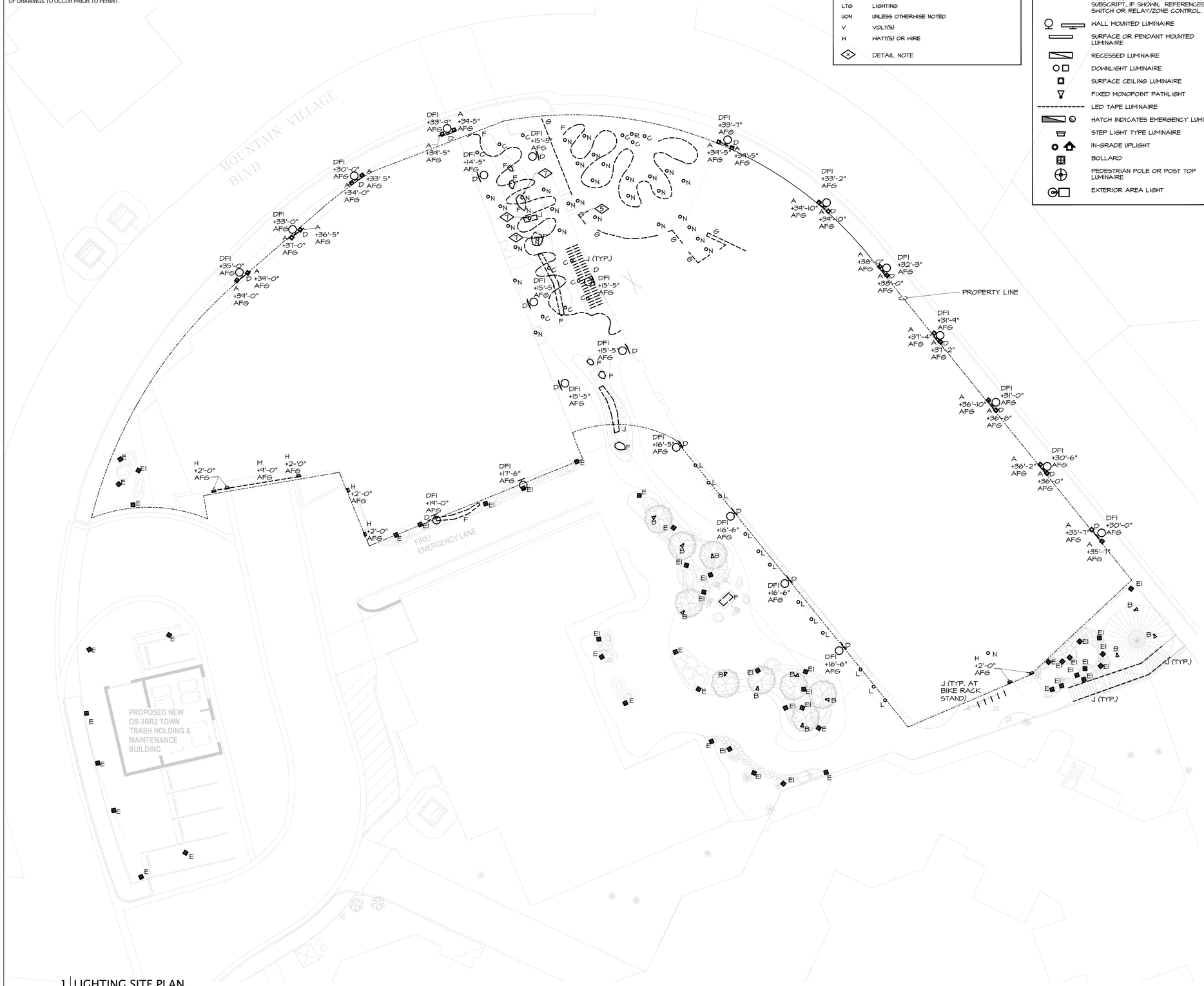

ABBREVIATIONS AND SYMBOLS

AFG	ABOVE FINISHED GRADE
AHJ	AUTHORITY HAVING JURISDICTION
LTG	LIGHTING
UON	UNLESS OTHERWISE NOTED
V	VOLT(S)
W	WATT(S) OR WIRE
◇	DETAIL NOTE

LIGHTING FIXTURES

A a	LUMINAIRE TYPE, REFERENCING LUMINAIRE SCHEDULE, TYPICAL ALL FIXTURES. SUBSCRIPT, IF SHOWN, REFERENCES WALL SWITCH OR RELAY/ZONE CONTROL.
	WALL MOUNTED LUMINAIRE
	SURFACE OR PENDANT MOUNTED LUMINAIRE
	RECESSED LUMINAIRE
	DOWNLIGHT LUMINAIRE
	SURFACE CEILING LUMINAIRE
	FIXED MONOPOINT PATHLIGHT
	LED TAPE LUMINAIRE
	HATCH INDICATES EMERGENCY LUMINAIRE
	STEP LIGHT TYPE LUMINAIRE
	IN-GRADE UPLIGHT
	BOLLARD
	PEDESTRIAN POLE OR POST TOP LUMINAIRE
	EXTERIOR AREA LIGHT

ELECTRICAL GENERAL NOTES

A. THE PHOTOMETRIC CALCULATION AND LOCATIONS HAVE BEEN PROVIDED BASED UPON THE AVAILABLE ARCHITECTURAL, LANDSCAPE, AND LIGHTING PLANS AND CURRENT SPECIFICATIONS. IT IS ANTICIPATED THAT THE PROVIDED INFORMATION IS PRELIMINARY AND SHALL BECOME FURTHER DEVELOPED WITH THE DEVELOPMENT OF THE CONSTRUCTION DOCUMENTS FOR THE FACILITY. FURTHER DEVELOPMENT MAY AND FIXTURE AVAILABILITY MAY RESULT IN MINOR AMENDMENTS, HOWEVER IT IS ANTICIPATED THAT THE VARIANCES, FIXTURE AESTHETICS, OVERALL STANDARDS OF LIGHT LEVELS AND LOCATIONS ARE TO BE REFINED BASED ON THIS PRELIMINARY INTENT.

B. ALL EXTERIOR LIGHTING SHALL BE SUBDUED, UNDERSTATED, AND INDIRECT TO MINIMIZE THE NEGATIVE IMPACTS TO SURROUNDING LOTS AND PUBLIC RIGHTS-OF-WAY, UNLESS OTHERWISE NOTED.

C. ALL EXTERIOR LIGHTING SHALL BE EIGHTY-FIVE DEGREES FULL CUT-OFF FIXTURES THAT DIRECT LIGHT DOWNWARD WITHOUT ANY OFF-SITE GLARE WITH THE EXCEPTION OF RESIDENTIAL OUTDOOR PATHWAY LIGHTING, UNLESS OTHERWISE NOTED.

D. ALL FIXTURES USED FOR EXTERIOR LIGHTING SHALL BE LED, UNLESS OTHERWISE NOTED.

E. ANY FIXTURE WITH A 0 TO 5 WATT LAMP SHALL HAVE A MINIMUM LUMINOUS EFFICACY OF 30 LUMENS/WATT AND ANY FIXTURE WITH A 6 TO 15 WATT LAMP SHALL HAVE A MINIMUM LUMINOUS EFFICACY OF 45 LUMENS/WATT, UNLESS OTHERWISE NOTED.

F. THE MAXIMUM CORRELATED COLOR TEMPERATURE FOR ALL PROPOSED LIGHTING TYPES SHALL BE A MINIMUM OF 2400K AND SHALL NOT EXCEED 3000K, UNLESS OTHERWISE NOTED.

G. NO SURFACE PARKING LOTS AS PART OF SCOPE.

H. PARKING LOTS, DRIVEWAYS, AND TRASH ENCLOSURES/AREAS SHALL BE ILLUMINATED WITH A MAXIMUM AVERAGE NOT TO EXCEED FOUR (4 FC) FOOT-CANDLES OF LIGHT.

I. PEDESTRIAN WALKWAYS AND STAIRCASES SHALL BE ILLUMINATED WITH A MAXIMUM AVERAGE NOT TO EXCEED TWO (2 FC) FOOT-CANDLES OF LIGHT OR AS OTHERWISE REQUIRED BY BUILDING CODE. SEE VARIANCE REQUEST NOTES ON SHEET E.200.

J. EXTERIOR DOORS SHALL BE ILLUMINATED WITH A MINIMUM MAINTAINED ONE (1 FC) FOOT-CANDLE OF LIGHT, MEASURED WITHIN A FIVE (5' 0") FOOT RADIUS ON EACH SIDE OF THE DOOR AT GROUND LEVEL OR AS OTHERWISE REQUIRED BY BUILDING CODE. SEE VARIANCE REQUEST NOTES ON SHEET E.200

K. IN ORDER TO MINIMIZE LIGHT TRESPASS ON ABUTTING RESIDENTIAL PROPERTY, ILLUMINATION MEASURED AT THE NEAREST RESIDENTIAL STRUCTURE OR REAR YARD SETBACK LINE SHALL NOT EXCEED ONE-TENTH (0.1 FC) FOOT-CANDLE. SEE VARIANCE REQUEST NOTES ON SHEET E.200.

L. THE USE OF EXTERIOR LIGHTING SHALL BE DESIGNED SO THAT IT DOES NOT SPILL OVER OR ONTO IMPORTANT WILDLIFE HABITAT OR DELINEATED WETLANDS.

M. TREE-MOUNTED GOBO PROJECTORS AND LANDSCAPE BOLLARDS ARE INTENDED TO PROVIDE MINIMUM ILLUMINANCE ALONG THE WALKING PATH FOR SAFETY AND EGREE PURPOSES. FOR THIS REASON, AE DESIGN IS REQUESTING A VARIANCE FOR THE PROHIBITED LANDSCAPE LIGHTING.

N. UP-LIGHTING ACCENT LIGHTING WITHIN THE ENTRYWAY CANOPY WILL NOT CONTRIBUTE TO ANY FORM OF LIGHT POLLUTION, AS THE CANOPY ABOVE IT WILL STOP THE LIGHT FROM REACHING THE SKY. FOR THIS REASON, AE DESIGN IS REQUESTING A VARIANCE FOR THE PROHIBITED UP-LIGHTING.

O. SEE ARCHITECTURAL SHEET A-2.24 TYPICAL DETAILS FOR INFORMATION ON EXACT LIGHTING MOUNTING INTENT FOR ALL LIGHT FIXTURE TYPES.

KEYNOTE LEGEND

KEY VALUE	
◇	
1.	TYPE 'A' FIXTURES TYP. AT COLUMN LOCATIONS ALONG PLAN NORTH/NORTHEAST SIDE OF BUILDING. FIXTURES MOUNTED ON LEVELS 3, 4, 5, AND 7. REFER TO ARCHITECTURAL SHEETS FOR EXACT LOCATIONS OF ALL 'A' TYPE FIXTURES.
2.	BALCONIES ARE GENERALLY CONSISTENT SCALE AND APPROAH. A TYPICAL HAS BEEN PROVIDED. REFER TO #2/EL02. BALCONIES OCCUR AT LOCATIONS AROUND THE BUILDING ON LEVELS 2, 3, 4, 5, AND 6. REFER TO ARCHITECTURAL SHEETS FOR ADDITIONAL INFORMATION ON BALCONY LOCATIONS.
3.	GOBO PROJECTOR SPECIFIC FOR SCULPTURE, RECESSED IN CEILING DETAIL.
4.	LINEAR TYPE 'F' INTENDED TO BE CONCEALED WITHIN CEILING SLOT TO HIGHLIGHT METAL SCREENING.
5.	TYPE 'G' INTENDED MOUNTING BELOW FLOOR LEVEL FOR UPLIGHT GLOW AT COLUMNS ALONG DROP OFF AREAS.
6.	MOUNTED WITHIN DOORFRAME.
7.	TYPE 'N' THIS AREA MOUNTED BENEATH BRIDGE. OTHER CEILING MOUNTED FIXTURES ARE WITHIN LEVEL ABOVE.
8.	TYPE 'L' FIXTURES CONCEALED IN CANOPY ABOVE.

NORTH

1 | LIGHTING SITE PLAN
E.100 | SCALE: 1/16" = 1'-0"

12/13/2022 11:36:51 AM

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Uncompahgre Engineering, LLC

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LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

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SEAL

LIGHTING SITE PLAN

E.100

AE DESIGN
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1900 Wazee Street #205 | Denver, CO 80202 | 303.296.3034
aedesign-inc.com
Project #:5843.00

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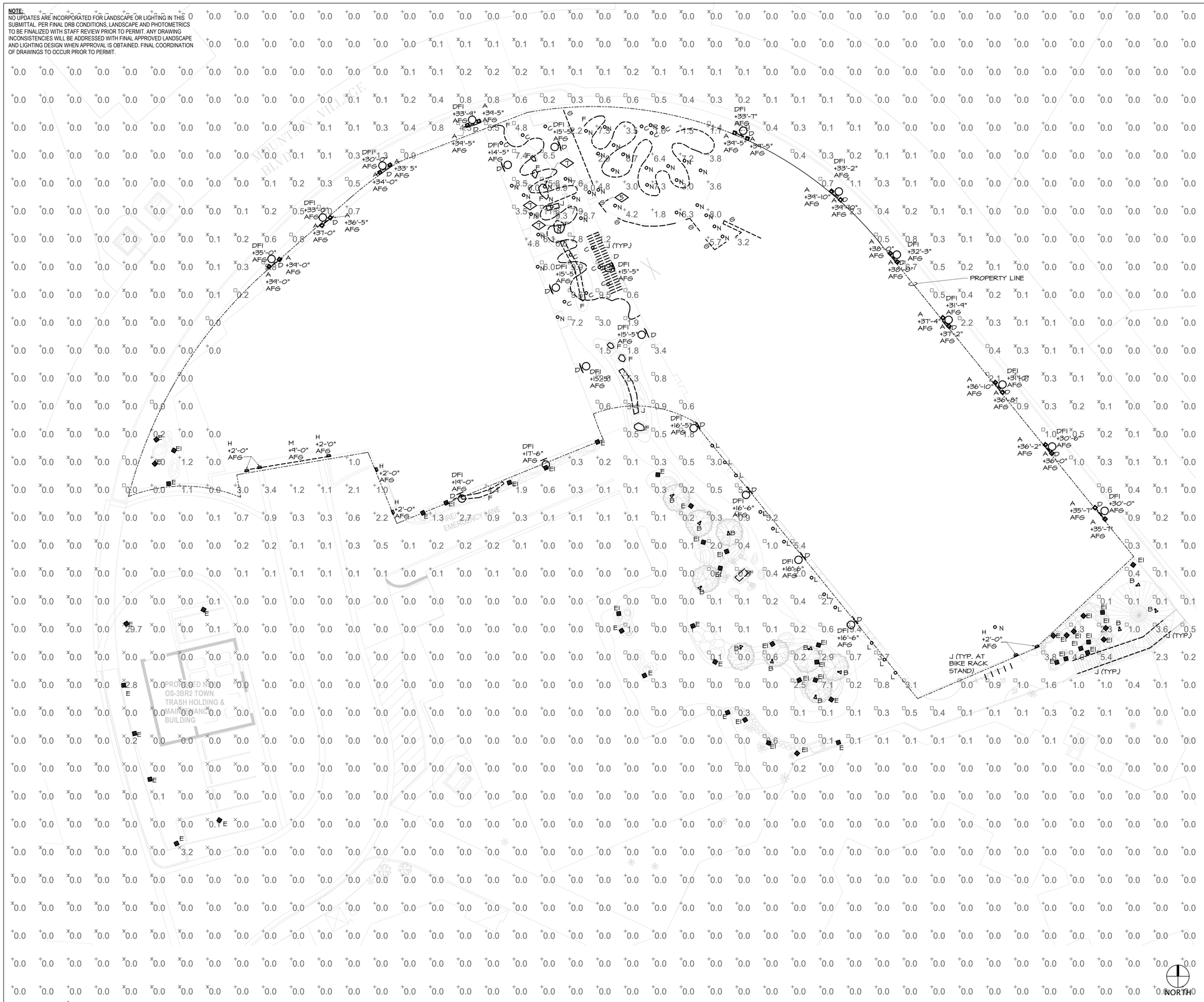

1 | PHOTOMETRIC SITE PLAN
E.101 | SCALE: 1/16" = 1'-0"

12/13/2022 11:36:51 AM

ELECTRICAL GENERAL NOTES

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D. ALL FIXTURES USED FOR EXTERIOR LIGHTING SHALL BE LED, UNLESS OTHERWISE NOTED.

E. ANY FIXTURE WITH A 0 TO 5 WATT LAMP SHALL HAVE A MINIMUM LUMINOUS EFFICACY OF 30 LUMENS/WATT AND ANY FIXTURE WITH A 6 TO 15 WATT LAMP SHALL HAVE A MINIMUM LUMINOUS EFFICACY OF 45 LUMENS/WATT, UNLESS OTHERWISE NOTED.

F. THE MAXIMUM CORRELATED COLOR TEMPERATURE FOR ALL PROPOSED LIGHTING TYPES SHALL BE A MINIMUM OF 2400K AND SHALL NOT EXCEED 3000K, UNLESS OTHERWISE NOTED.

G. NO SURFACE PARKING LOTS AS PART OF SCOPE.

H. PARKING LOTS, DRIVEWAYS, AND TRASH ENCLOSURES/AREAS SHALL BE ILLUMINATED WITH A MAXIMUM AVERAGE NOT TO EXCEED FOUR (4 FC) FOOT-CANDLES OF LIGHT.

I. PEDESTRIAN WALKWAYS AND STAIRCASES SHALL BE ILLUMINATED WITH A MAXIMUM AVERAGE NOT TO EXCEED TWO (2 FC) FOOT-CANDLES OF LIGHT OR AS OTHERWISE REQUIRED BY BUILDING CODE. SEE VARIANCE REQUEST NOTES ON SHEET E.200.

J. EXTERIOR DOORS SHALL BE ILLUMINATED WITH A MINIMUM MAINTAINED ONE (1 FC) FOOT-CANDLE OF LIGHT, MEASURED WITHIN A FIVE (5' 0") FOOT RADIUS ON EACH SIDE OF THE DOOR AT GROUND LEVEL OR AS OTHERWISE REQUIRED BY BUILDING CODE. SEE VARIANCE REQUEST NOTES ON SHEET E.200

K. IN ORDER TO MINIMIZE LIGHT TRESPASS ON ABUTTING RESIDENTIAL PROPERTY, ILLUMINATION MEASURED AT THE NEAREST RESIDENTIAL STRUCTURE OR REAR YARD SETBACK LINE SHALL NOT EXCEED ONE-TENTH (0.1 FC) FOOT-CANDLE. SEE VARIANCE REQUEST NOTES ON SHEET E.200.

L. THE USE OF EXTERIOR LIGHTING SHALL BE DESIGNED SO THAT IT DOES NOT SPILL OVER OR ONTO IMPORTANT WILDLIFE HABITAT OR DELINEATED WETLANDS.

M. TREE-MOUNTED GOBO PROJECTORS AND LANDSCAPE BOLLARDS ARE INTENDED TO PROVIDE MINIMUM ILLUMINANCE ALONG THE WALKING PATH FOR SAFETY AND EGREE PURPOSES. FOR THIS REASON, AE DESIGN IS REQUESTING A VARIANCE FOR THE PROHIBITED LANDSCAPE LIGHTING.

N. UP-LIGHTING ACCENT LIGHTING WITHIN THE ENTRYWAY CANOPY WILL NOT CONTRIBUTE TO ANY FORM OF LIGHT POLLUTION, AS THE CANOPY ABOVE IT WILL STOP THE LIGHT FROM REACHING THE SKY. FOR THIS REASON, AE DESIGN IS REQUESTING A VARIANCE FOR THE PROHIBITED UP-LIGHTING.

O. SEE ARCHITECTURAL SHEET A-2.24 TYPICAL DETAILS FOR INFORMATION ON EXACT LIGHTING MOUNTING INTENT FOR ALL LIGHT FIXTURE TYPES.

KEYNOTE LEGEND

KEY VALUE	
1.	TYPE 'A' FIXTURES TYP. AT COLUMN LOCATIONS ALONG PLAN NORTH/NORTHEAST SIDE OF BUILDING. FIXTURES MOUNTED ON LEVELS 3, 4, 5, AND 7. REFER TO ARCHITECTURAL SHEETS FOR EXACT LOCATIONS OF ALL 'A' TYPE FIXTURES.
2.	BALCONIES ARE GENERALLY CONSISTENT SCALE AND APPROAH. A TYPICAL HAS BEEN PROVIDED. REFER TO #2/E1.02. BALCONIES OCCUR AT LOCATIONS AROUND THE BUILDING ON LEVELS 2, 3, 4, 5, AND 6. REFER TO ARCHITECTURAL SHEETS FOR ADDITIONAL INFORMATION ON BALCONY LOCATIONS.
3.	GOBO PROJECTOR SPECIFIC FOR SCULPTURE, RECESSED IN CEILING DETAIL.
4.	LINEAR TYPE 'F' INTENDED TO BE CONCEALED WITHIN CEILING SLOT TO HIGHLIGHT METAL SCREENING.
5.	TYPE 'G' INTENDED MOUNTING BELOW FLOOR LEVEL FOR UPLIGHT GLOW AT COLUMNS ALONG DROP OFF AREAS.
6.	MOUNTED WITHIN DOORFRAME.
7.	TYPE 'N' THIS AREA MOUNTED BENEATH BRIDGE, OTHER CEILING MOUNTED FIXTURES ARE WITHIN LEVEL ABOVE.
8.	TYPE 'L' FIXTURES CONCEALED IN CANOPY ABOVE.

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Project #:

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022

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LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 06.01.2023

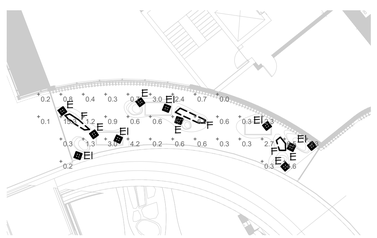
LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

SEAL

PHOTOMETRIC SITE PLAN

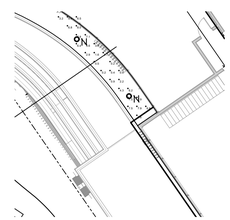
E.101

NOTE:
NO UPDATES ARE INCORPORATED FOR LANDSCAPE OR LIGHTING IN THIS SUBMITTAL. PER FINAL DRB CONDITIONS, LANDSCAPE AND PHOTOMETRICS TO BE FINALIZED WITH STAFF REVIEW PRIOR TO PERMIT. ANY DRAWING INCONSISTENCIES WILL BE ADDRESSED WITH FINAL APPROVED LANDSCAPE AND LIGHTING DESIGN WHEN APPROVAL IS OBTAINED. FINAL COORDINATION OF DRAWINGS TO OCCUR PRIOR TO PERMIT.



NORTH

3 | ROOFTOP GARDEN PHOTOMETRIC
E.102 | SCALE: 1/16" = 1'-0"



NORTH

2 | BALCONY PHOTOMETRIC
E.102 | SCALE: 1/16" = 1'-0"

NORTH

1 | POOL DECK PHOTOMETRIC
E.102 | SCALE: 1/16" = 1'-0"

ELECTRICAL GENERAL NOTES

A.	THE PHOTOMETRIC CALCULATION AND LOCATIONS HAVE BEEN PROVIDED BASED UPON THE AVAILABLE ARCHITECTURAL, LANDSCAPE, AND LIGHTING PLANS AND CURRENT SPECIFICATIONS. IT IS ANTICIPATED THAT THE PROVIDED INFORMATION IS PRELIMINARY AND SHALL BECOME FURTHER DEVELOPED WITH THE DEVELOPMENT OF THE CONSTRUCTION DOCUMENTS FOR THE FACILITY. FURTHER DEVELOPMENT MAY AND FIXTURE AVAILABILITY MAY RESULT IN MINOR AMENDMENTS, HOWEVER IT IS ANTICIPATED THAT THE VARIANCES, FIXTURE AESTHETICS, OVERALL STANDARDS OF LIGHT LEVELS AND LOCATIONS ARE TO BE REFINED BASED ON THIS PRELIMINARY INTENT.
B.	ALL EXTERIOR LIGHTING SHALL BE SUBDUED, UNDERSTATED, AND INDIRECT TO MINIMIZE THE NEGATIVE IMPACTS TO SURROUNDING LOTS AND PUBLIC RIGHTS-OF-WAY, UNLESS OTHERWISE NOTED.
C.	ALL EXTERIOR LIGHTING SHALL BE EIGHTY-FIVE DEGREES FULL CUT-OFF FIXTURES THAT DIRECT LIGHT DOWNWARD WITHOUT ANY OFF-SITE GLARE WITH THE EXCEPTION OF RESIDENTIAL OUTDOOR PATHWAY LIGHTING, UNLESS OTHERWISE NOTED.
D.	ALL FIXTURES USED FOR EXTERIOR LIGHTING SHALL BE LED, UNLESS OTHERWISE NOTED.
E.	ANY FIXTURE WITH A 0 TO 5 WATT LAMP SHALL HAVE A MINIMUM LUMINOUS EFFICACY OF 30 LUMENS/WATT AND ANY FIXTURE WITH A 6 TO 15 WATT LAMP SHALL HAVE A MINIMUM LUMINOUS EFFICACY OF 45 LUMENS/WATT, UNLESS OTHERWISE NOTED.
F.	THE MAXIMUM CORRELATED COLOR TEMPERATURE FOR ALL PROPOSED LIGHTING TYPES SHALL BE A MINIMUM OF 2400K AND SHALL NOT EXCEED 3000K, UNLESS OTHERWISE NOTED.
G.	NO SURFACE PARKING LOTS AS PART OF SCOPE.
H.	PARKING LOTS, DRIVEWAYS, AND TRASH ENCLOSURES/AREAS SHALL BE ILLUMINATED WITH A MAXIMUM AVERAGE NOT TO EXCEED FOUR (4 FC) FOOT-CANDLES OF LIGHT.
I.	PEDESTRIAN WALKWAYS AND STAIRCASES SHALL BE ILLUMINATED WITH A MAXIMUM AVERAGE NOT TO EXCEED TWO (2 FC) FOOT-CANDLES OF LIGHT OR AS OTHERWISE REQUIRED BY BUILDING CODE. SEE VARIANCE REQUEST NOTES ON SHEET E.200.
J.	EXTERIOR DOORS SHALL BE ILLUMINATED WITH A MINIMUM MAINTAINED ONE (1 FC) FOOT-CANDLE OF LIGHT, MEASURED WITHIN A FIVE (5' 0") FOOT RADIUS ON EACH SIDE OF THE DOOR AT GROUND LEVEL OR AS OTHERWISE REQUIRED BY BUILDING CODE. SEE VARIANCE REQUEST NOTES ON SHEET E.200
K.	IN ORDER TO MINIMIZE LIGHT TRESPASS ON ABUTTING RESIDENTIAL PROPERTY, ILLUMINATION MEASURED AT THE NEAREST RESIDENTIAL STRUCTURE OR REAR YARD SETBACK LINE SHALL NOT EXCEED ONE-TENTH (0.1 FC) FOOT-CANDLE. SEE VARIANCE REQUEST NOTES ON SHEET E.200.
L.	THE USE OF EXTERIOR LIGHTING SHALL BE DESIGNED SO THAT IT DOES NOT SPILL OVER OR ONTO IMPORTANT WILDLIFE HABITAT OR DELINEATED WETLANDS.
M.	TREE-MOUNTED GOBO PROJECTORS AND LANDSCAPE BOLLARDS ARE INTENDED TO PROVIDE MINIMUM ILLUMINANCE ALONG THE WALKING PATH FOR SAFETY AND EGREE PURPOSES. FOR THIS REASON, AE DESIGN IS REQUESTING A VARIANCE FOR THE PROHIBITED LANDSCAPE LIGHTING.
N.	UP-LIGHTING ACCENT LIGHTING WITHIN THE ENTRYWAY CANOPY WILL NOT CONTRIBUTE TO ANY FORM OF LIGHT POLLUTION, AS THE CANOPY ABOVE IT WILL STOP THE LIGHT FROM REACHING THE SKY. FOR THIS REASON, AE DESIGN IS REQUESTING A VARIANCE FOR THE PROHIBITED UP-LIGHTING.
O.	SEE ARCHITECTURAL SHEET A-2.24 TYPICAL DETAILS FOR INFORMATION ON EXACT LIGHTING MOUNTING INTENT FOR ALL LIGHT FIXTURE TYPES.

KEYNOTE LEGEND

KEY VALUE	
◇	
1.	HOT TUB AND POOL LIGHTING BY CONSULTANT.
2.	LINEAR POOL NICHE LIGHT IS ANTICIPATED TO BE INSTALLED IN POCKET BELOW LEDGE, NON-CONTRIBUTING ON POOL DECK LIGHT LEVEL.

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LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

SEAL

POOL DECK & BALCONY PHOTOMETRIC

E.102

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NOTE:
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Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
DRIVEWAY		0.1 fc	1.3 fc	0.0 fc	N/A	N/A
MEZZ. DRIVEWAY		4.4 fc	8.7 fc	1.1 fc	7.9:1	4.0:1
OVERALL		0.3 fc	29.7 fc	0.0 fc	N/A	N/A
2 PEDESTRIAN BRIDGE		7.5 fc	9.3 fc	4.8 fc	1.9:1	1.6:1
TRASH AREA		0.8 fc	29.7 fc	0.0 fc	N/A	N/A
WALKWAY		2.0 fc	15.8 fc	0.0 fc	N/A	N/A
WALKWAY NEAR STREET		1.2 fc	6.7 fc	0.0 fc	N/A	N/A

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
BALCONY - LARGE		7.5 fc	9.2 fc	4.7 fc	2.0:1	1.6:1
BALCONY - SMALL		4.6 fc	8.0 fc	1.1 fc	7.3:1	4.2:1
2 LOWER STAIRS		5.4 fc	6.5 fc	4.6 fc	1.4:1	1.2:1
POOL DECK		3.8 fc	42.0 fc	0.0 fc	N/A	N/A
ROOFTOP GARDEN		2.4 fc	26.8 fc	0.0 fc	N/A	N/A
2 UPPER STAIRS		4.4 fc	10.9 fc	0.0 fc	N/A	N/A

GENERAL NOTES

A. PROPERTY LINE IS DIRECTLY ADJACENT TO BUILDING, LIGHT LEVELS HAVE BEEN LIMITED TO EXTENT POSSIBLE, BUT IN SELECT AREAS EXCEED MAXIMUM.

VARIANCE REQUEST KEYNOTES

KEY VALUE	
1.	REQUESTED LPW VARIANCE FOR SPECIFIC APPLICATION OF FIXTURE. SPECIFIC FIXTURES INDICATED WHERE LPW EFFICACY IS JUST BELOW INDICATED REQUIREMENTS, BUT ARE ON-BOARD LED (NOT-SCREW BASE FIXTURES).
2.	PEDESTRIAN WALKWAYS AND STAIRS ARE VIA PRIMARY LIGHTING SOURCE THESE AREAS EXCEED 2 FC MAXIMUM.

LIGHTING FIXTURE SCHEDULE

TYPE	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	SOURCE QTY	SOURCE WATT	SOURCE TYPE	SOURCE CCT/CRI	MAX WATTS	LUMEN OUTPUT	DIMMING	FIXTURE FINISH	MOUNTING LOCATION	INFORMATION BOF/RFD/OFH	NOTES
DF-1	DECORATIVE LED WALL-MOUNTED SCONCE, FULL CUTOFF, DIRECT ONLY	LUMENS SORAA	R339925 SA19-11-OMNI-927-01	1	11 W	LED	2700K / 90+	11 VA	850 LM	0-10V	COSTAL BLACK	SURFACE WALL	OFH 1' 4"	5, 6, 13, 14
A	3-INCH DIAMETER SURFACE-MOUNTED LED CYLINDER WITH CUSTOM 4-DEGREE BEAM ANGLE, DIMMING	B-LIGHT	OKKIO 80 CL- 65252-U-D-[MODIFY WITH 4-DEGREE]-2-C-69091	1	6 W	LED	2400K / 90+	6 VA	170 LM	0-10V	BLACK	SURFACE CEILING	OFH 0'-5 1/4"	5, 6, 13, 14
B	2.5-INCH DIAMETER TREE-STRAP-MOUNTED LED FIXED DARK-SKY COMPLIANT GOBO PROJECTOR AND 25-DEGREE BEAM ANGLE, DIMMING	BEACHSIDE LIGHTING SORAA	L-011-P-8W-FL-2T-120V -TMJBX 1/2CTO SNAP LENS - 2400K	1	8 W	LED	2400K / 90+	8 VA	390 LM 1	0-10V	BRASS	SURFACE TREE STRAP	AFG 12'-0"	5, 6, 13, 14
C	3-INCH DIAMETER RECESSED DOWNLIGHT WITH 30-DEGREE BEAM ANGLE AND HONEYCOMB LOUVER, DIMMING	B-LIGHT	ATRIA XS R-66096-U-[CUST 2400K] -4-2-C-69818	1	10 W	LED	2400K / 90+	10 VA	760 LM	0-10V	BLACK	RECESSED CEILING	RFD 0'-4 3/4"	5, 6, 14
D	551 MM LONG SURFACE-MOUNTED LINEAR LED CONCEALED STEP LIGHT, DIMMING	B-LIGHT	LINEAR TUBE SLIM 674-62-R-[CUST 2400K]-1-B	1	9 W	LED	2400K / 90+	9 VA	290 LM	0-10V	GREY ANODIZED	SURFACE	BOF 3'-0"	5, 6, 13, 14
E	10" TALL LED PATH LIGHT, DIFFUSED DIMMING	B-LIGHT	TONDO 80 - 245LM	1	5 W	LED	2400K / 90+	5 VA	245 LM 1	0-10V	POWDER COATED	SURFACE PLANTER	OFH 0'-9 7/8"	5, 6, 13, 14
E1	10" TALL LED PATH LIGHT, DIFFUSED DIMMING	B-LIGHT	TONDO 80 - 245LM	1	5 W	LED	2400K / 90+	5 VA	245 LM	0-10V	POWDER COATED	SURFACE PLANTER	OFH 1'-7 5/8"	5, 6, 13, 14
F	1/2-INCH WIDE SURFACE-MOUNTED LED CONCEALED CURVABLE LINEAR, STANDARD OUTPUT, DIMMING	Q-TRAN	ANYBEND-SW-WSC-WET-24-SO	1	1 W	LED	2400K / 90+	1 VA	49 LM	0-10V	WHITE	SURFACE CEILING	OFH 0'-0 1/3"	5, 6, 13, 14
G	1/2-INCH WIDE SURFACE-MOUNTED LED CONCEALED CURVABLE LINEAR, VERY HIGH OUTPUT, DIMMING	Q-TRAN	ANYBEND-SW-WSC-WET-24-VHO	1	4 W	LED	2400K / 90+	4 VA	253 LM	0-10V	WHITE	SURFACE CEILING	OFH 0'-0 1/3"	5, 6, 13, 14
H	4-INCH DIAMETER ROUND LED RECESSED STEP LIGHT, DIMMING	B-LIGHT	ATRIA FW-66129-R-[CUST 2400K]-W-1	1	5 W	LED	2400K / 90+	5 VA	360 LM	0-10V	GREY	RECESSED WALL	BOF 2'-0" RFD 0'-4"	5, 6, 14
J	1/2-INCH WIDE SURFACE-MOUNTED LED CONCEALED CURVABLE LINEAR, STANDARD OUTPUT, DIMMING	Q-TRAN	ANYBEND-SW-WSC-WET-24-SO-PPS-96	1	1 W	LED	2400K / 90+	1 VA	49 LM 1	0-10V	WHITE	SURFACE CEILING	OFH 0'-0 1/3"	5, 6, 13, 14
L	2 1/4-INCH APERTURE SQUARE LED SURFACE-MOUNTED CYLINDER, DIMMING	B-LIGHT	KUBO 54-66415-U-[CUST 2400K]-4-Q	1	5 W	LED	2400K / 90+	5 VA	270 LM	0-10V	BLACK	SURFACE WALL	OFH 0'-2 1/4"	5, 6 14
M	1 1/3-INCH WIDE LINEAR LED SURFACE-MOUNTED WALL GRAZER, DIMMING	VANILLA	LED MODULE -LINE - [LENGTH] - 9 - [CUST 2400K] - ML	1	5 W	LED	2400K / 90+	5 VA	91 LM	0-10V	BLACK	SURFACE	OFH 0'-0 3/4" BOF 9'-0"	5, 6 14
N	2.5-INCH DIAMETER RECESSED DOWNLIGHT WITH 50-DEGREE BEAM ANGLE AND HONEYCOMB LOUVER, DIMMING	B-LIGHT	ATRIA 60 P-66098-U-[CUST 2400K] -5-2-C-69090	1	6 W	LED	2400K / 90+	6 VA	550 LM	0-10V	BLACK	RECESSED CEILING	RFD 0'-2 3/4"	5, 6 14
Q	3/4-INCH WIDE SURFACE-MOUNTED UNDERWATER POOL / SPA LINEAR LED, DIMMING	Q-TRAN	FLS-SW-PS-P-27-HB-90-3.6-DIM-FC-[LENGTH]-DIM-FC-[LENGTH] W/ MOUNTING TRACK	1	3.6 W PER LF	LED	2700K / 90+	3.6 VA PER LF	85 LM PER LF	0-10V	WHITE	SURFACE POOL	OFH 0'-3/4"	5, 6 14
R	123MM WIDE SURFACE-MOUNTED GOBO PROJECTOR WITH COLOR FILTER FOR 2200K COLOR TEMPERATURE	ROSCO	IMAGE SPOT 296 0001 0030 + GOBO	1	45 W	LED	3000K / 90+	45 VA	2400 LM	DMX	BLACK	SURFACE	OFH 0'-9 1/4"	5, 6 14

ABBREVIATIONS: BOF - BOTTOM OF FIXTURE, RFD - RECESSED FIXTURE DEPTH, OFH - OVERALL FIXTURE HEIGHT, AFF(AFG) - ABOVE FINISHED FLOOR (GRADE), WFD - WALL FIXTURE DEPTH

GENERAL NOTES:

A. ALL REFLECTOR LAMPS SHALL BE PROVIDED AS WIDE FLOOD DISTRIBUTION, UON.
B. LUMENS LISTED ARE DELIVERED LUMENS, NOT INITIAL.
C. FOR ALL SPECIFIED LUMINAIRES, THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL MOUNTING HARDWARE, ACCESSORIES, COMPONENTS, LEADER/JUMPER CABLES, WIRE FEED, CONNECTORS, END CAPS, REMOTE POWER SUPPLIES, AND ANY OTHER NECESSARY COMPONENT AS REQUIRED FOR INSTALLING A SECURE AND FULLY FUNCTIONAL SYSTEM.
D. THE CONTRACTOR SHALL VERIFY THE CEILING TYPE BEFORE ORDERING LIGHT FIXTURES TO ENSURE COMPATIBILITY WITH SPECIFIED FIXTURES. NOTIFY SPECIFIER OF ANY DISCREPANCIES.
E. ALL FINISH SELECTIONS SHALL BE VERIFIED BY ARCHITECT/INTERIOR DESIGNER/OWNER AS PART OF THE SUBMITTAL PROCESS. UNLESS OTHERWISE NOTED, EC SHALL ASSUME STANDARD LUMINAIRE FINISH OPTION FOR PRICING.
F. EC SHALL VERIFY ALL FIXTURE MOUNTING HEIGHTS WITH ARCHITECTURAL ELEVATIONS PRIOR TO ANY ROUGH-IN.
G. REMOTE DRIVER(S)/TRANSFORMER(S) SHALL BE LOCATED IN A CONCEALED, ACCESSIBLE, AND VENTILATED LOCATION AS PROPOSED BY THE EC AND APPROVED BY THE ARCHITECT. REFER TO THE MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR MINIMUM REQUIRED CLEARANCES FROM ADJACENT MATERIALS, AND WIRING REQUIREMENTS TO PREVENT VOLTAGE DROP. DO NOT EXCEED MANUFACTURER'S RECOMMENDATIONS REGARDING WIRE GAGE AND MAXIMUM WIRE RUN LENGTHS.
H. FOR LUMINAIRES SPECIFIED WITH 0-10V DIMMING, 0-10V DIMMING DRIVER(S) REQUIRE ADDITIONAL LOW VOLTAGE CONTROL WIRES IN ADDITION TO STANDARD WIRING FOR POWER.
I. EXTERIOR LUMINAIRES SHALL BE COLD WEATHER RATED FOR 0 DEG. F / -18 DEG. C., AND RATED FOR OUTDOOR USE.

SPECIFIC NOTES:

1. CONTRACTOR TO COORDINATE FIXTURE MOUNTING TYPE WITH SPECIFIED CEILING SYSTEM PRIOR TO PROCUREMENT.
2. CONTRACTOR TO COORDINATE FIXTURE LENGTHS FOR CONTINUOUS ILLUMINATION (USING 3' AND 4' FIXTURE LENGTHS ONLY).
3. FIXTURE SUITABLE FOR AIR PLENUM RETURN.
4. FIXTURE U.L. LISTED FOR DAMP LOCATION.
5. FIXTURE U.L. LISTED FOR WET LOCATION.
6. NO SUBSTITUTIONS TO LIGHTING DESIGNER'S SPECIFICATIONS UNLESS APPROVED BY LIGHTING DESIGNER.
7. CUSTOM COLOR TO MATCH SAMPLE SUBMITTED BY ARCHITECT.
8. FOR ALL SPECIFIED LUMINAIRES, THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL MOUNTING HARDWARE, ACCESSORIES, COMPONENTS, LEADER/JUMPER CABLES, WIRE FEED, CONNECTORS, END CAPS, REMOTE POWER SUPPLIES, AND ANY OTHER NECESSARY COMPONENT AS REQUIRED FOR INSTALLING A SECURE AND FULLY FUNCTIONAL SYSTEM.
9. FURNISH IN LENGTHS AS INDICATED ON ARCHITECTURAL DRAWINGS.
10. FIXTURE TO BE MODIFIED FOR WHITE PAINTED LOUVERS.
11. FIXTRES TO BE MOUNTED WITH LAMPS ORIENTED AS INDICATED ON DRAWINGS.
12. SEE ARCHITECTURAL DRAWINGS FOR LIGHT FIXTURE MOUNTING DETAILS.
13. REMOTE DRIVER(S)/TRANSFORMER(S) SHALL BE LOCATED IN A CONCEALED, ACCESSIBLE, AND VENTILATED LOCATION AS PROPOSED BY THE EC AND APPROVED BY THE ARCHITECT.
14. MUST MEET APPLICABLE TELLURIDE, COLORADO ELECTRICAL CODES.
15. EC SUPPLY WITH CAPABLE DIMMABLE DRIVER OR REMOTE TRANSFORMER AS REQUIRED FOR THE FIXTURES INDICATED AS DIMMABLE.

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SEAL

PHOTOMETRIC SCHEDULES

E.200

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1 TYPE DF-1
E.201 SCALE: N.T.S.

Hood Outdoor Tall Dark Sky Wall Sconce
By Hubbardton Forge

LUMENS
Call Us (877) 445-4486

Hood Outdoor Tall Dark Sky Wall Sconce
By Hubbardton Forge

Product Options

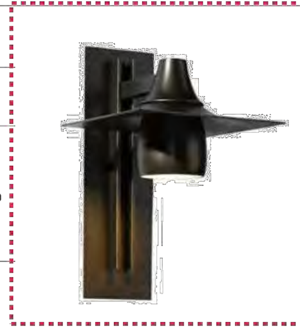
Canopy / Socket / Stem Finish: Coastal Black

Details

Commercial/Residential use
Handcrafted
Designed in 2012
Material: Aluminum
Shade Material: Aluminum
Dimmable when used with a Standard Dimmer (Not Included)
Installation Type: Hardwired
UL Listed Wet

Dimensions

Backplate: Width 10", Height 32"
Fixture: Width 15", Height 32", Depth 32"



Notes:

Prepared by: Prepared for: Project: Room: Placement: Approval:

SIX SENSES TELLURIDE
TYPE "DF-1"
Page 1 of 1

Lighting

Lamp Type	Halogen
Total Lumens	1490.0
# of Bulbs	1 (Not Included)
Bulb Type	72W A19 E26
Volts	120
Color Temp	2900 (Soft White)
Average Lifespan	1000.00
CRI	100
Equivalent Halogen, CFL or LED Bulb Can Be Used	Yes

Supply with LED A19 or Par 20. TBD by AE team. 11 watt, 2700k

Additional Details

Product URL:
https://www.lumens.com/hood-outdoor-tall-dark-sky-wall-sconce-by-hubbardton-forge-R339925.html
Rating: UL Listed Wet

ITEM#: R339925

2 TYPE A
E.201 SCALE: N.T.S.

SIX SENSES TELLURIDE
TYPE "A"
Page 1 of 2

OKKIO 80 CL / OKKIO 80 AD

SPECIFICATIONS

base code	65252 OKKIO 80 CL - 65302 OKKIO 80 AD
typology	Glare free ceiling mounting luminaire. Adjustable light distribution for OKKIO 80 AD
mounting	To ceiling using mounting plate
diameter	80 mm / 3.15"
height	130 mm / 5.12"
construction	Fixture: turning and milling aluminum. Reflector: polycarbonate. Protective glass in PMMA or softening glass
finishes	Powder coated
ingress protection	OKKIO 80 CL: IP30, IP44 or IP66; OKKIO 80 AD: IP30
lamp type	COB. Remote power supply not included
lamp wattage	10W at 500mA. **Vf 17,8V DC.** Dynamic white: Maximum wattage 10W (CH1 + CH2 max 10W, one channel max 10W)
lamp lumens	980lm
delivered lumens	845lm (30°) - 930lm (50°) - 970lm (70°)
lumen maintenance	50.000h L90
beam	30°, 50°, 70°. OKKIO 80 AD - 355° rotation and 90° tilt. Rotation via base and toolless adjustment that hold position with precision
kelvin (2400K)	2200K CRI93, 2700K CRI93, 3000K CRI93, 4000K CRI93 / 3 step MacAdam ellipse or Dynamic white (1800K - 4000K) CRI93
special features	Safe wiring - Two wires dimming. Delivers glare free homogeneous light. UGR<10 (30°), UGR<19 (50°), UGR<25 (70°)
dimming options	Push button, potentiometer, 0-10V, DALI, DMX, KNX. Dimming options depend on power supply and additional control units to be separately ordered as accessories
standards	CE, UL approval pending

OKKIO 80 CL Ø 80 130

REFER TO ARCH SHEET A-2.24 FOR TYPE A DETAIL

www.b-light.it 209

3 TYPE B
E.201 SCALE: N.T.S.

L-011-30-BGS-SA

The L-011-30-BGS-SA is fixed, downward-facing directional fixture available in both low voltage and line voltage configurations. It is limited to a maximum 30° angle from vertical and supplied with an angled glare shield. The fixture needs to be specified with one of the available mountings to ensure it meets International Dark Sky Association requirements. The L-011-30-BGS-SA can be equipped with several different MR16 LED and halogen lamps and a variety of accessories to produce the desired effect.

Downlight certified by International Dark Sky Association when mounted on VERTICAL surface and aimed downward.
This fixture is mounted on vertical surface.

Construction: All brass components • 0.140" [3.6mm] thick brass housing
Lens: Tempered glass, stepped to prevent pooling of water on lens
L-011: 12 Volts AC/DC • GU5.3 MR16 LED • Remote Transformer Required. Amber (1500K), Warm White (2700K/3000K) • Most lamps dim to less than 20%. See lamp manufacturer's transformer/dimmer compatibility chart.

5 Watt Cree chipset	5W-A-NFL	AMBER (1500K)	25° narrow flood	
	2700K	3000K		
Cree chipset 5 Watts	5W-SP-27	5W-SP-30	15° spot	320 lm
	5W-NFL-27	5W-NFL-30	25° narrow flood	320 lm
	5W-FL-27	5W-FL-30	40° flood	320 lm
	5W-FL/60-27	5W-FL/60-30	60° flood	320 lm
	5W-WFL-27	5W-WFL-30	100° wide flood	320 lm
Lumiled chipset 7 Watts	7W-FL/60-27	7W-FL/60-30	60° flood	483 lm
Soraa chipset 8 Watts	8W-SP-27	8W-SP-30	10° spot	600 lm
	8W-NFL-27	8W-NFL-30	25° narrow flood	630 lm
	8W-FL-27	8W-FL-30	36° flood	630 lm

L-011-120V / L-011-230V: 120 Volts / 230 Volts • GU10 MR16 LED • Amber (1500K), Warm White (2700K/3000K). Most lamps dim to less than 20%. See lamp manufacturer's transformer/dimmer compatibility chart.

5 Watt Cree chipset	5W-A-NFL-120V	AMBER (1500K)	25° narrow flood	79 lm
	2700K	3000K		
Green Creative 5 Watts	5W-NFL-27-120V	5W-NFL-30-120V	25° narrow flood	390 lm
	5W-FL-27-120V	5W-FL-30-120V	35° flood	390 lm
Soraa chipset 8 Watts	8W-SP-27-120V	8W-SP-30-120V	10° spot	600 lm
	8W-NFL-27-120V	8W-NFL-30-120V	25° narrow flood	630 lm
	8W-FL-27-120V	8W-FL-30-120V	36° flood	630 lm
	8W-WFL-27-120V	8W-WFL-30-120V	60° wide flood	630 lm

Optical Accessories:
X BGS — Brass glare shield, 45° cutoff (STANDARD)
CTO-1/4-2.04 — Color Temperature Orange filter 1/4
CTO-1/2-2.04 — Color Temperature Orange filter 1/2
CTO-3/4-2.04 — Color Temperature Orange filter 3/4
FR — Frosted lens, 1/8" [3mm] thick
HL1 — Honeycomb louver, 1/8" [3mm] thick
HL2 — Honeycomb louver, 1/4" [6mm] thick
PR — Prismatic spread lens, 1/8" [3mm] thick
RT — Rectilinear spread lens, 1/8" [3mm] thick
SL — Solite (Soft Focus) lens, 1/8" [3mm] thick
Maximum (2) 1/8" thick accessories or (1) HL2 + (1) CTO Filter

add "P"-gobo holder

Mounting Accessories:
X SA — Sure Aim locking rotation accessory (STANDARD)
TDM1 — *Brass tree/deck mount with stainless steel screws
TDM2-__ — *Brass tree mount with nylon strap (48, 72, or 96")
TDM2SS-__ — *Brass tree mount with stainless steel strap (48, 72, or 96")
TDM3 — *Brass low-profile deck/wall mount
TDM4 — *Brass low-profile tree mount with notch for wire
TMJB-__ — Brass tree-mounted junction box, single fixture mount, stainless steel strap (48, 72, or 96")
TMJBX — Brass tree-mounted junction box, single fixture mount, stainless steel screws
* These accessories for 12 Volt only

1.6" [4.0cm] SA Accessory (standard) 7.3" [18.4cm] Ø2.4" [6.0cm]

SUITABLE FOR INDOOR USE UP TO 15W LED

Finish: Unfinished is standard; no specification required. The fixture will weather to a natural patina. The patina process is natural with brass and copper. Rate of patina and eventual color is dependent upon climate and proximity to the ocean. Thus, Beachside does not guarantee any specific appearance.

IP 66
CSA Listed, file #190030
10 year fixture warranty
3 year warranty on MR16 LED lamps

SIX SENSES TELLURIDE TYPE "B"
Page 1 of 6

Please specify (example: L-011-30-120V—8W-NFL-27-120V—BGS—CTO-1/2-2.04—HL1—SA)
BGS — Accessory — Accessory — Accessory — SA

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L-011-P

The L-011-P is a brass projection fixture for landscape applications.

Construction: All brass components. 0.140" [3.6mm] thick brass housing.
Lens: Dual Convex Optical Glass
L-011-P: 12 Volts • GU5.3 MR16 • Remote transformer required
Soraa chipset: 8W-NFL-27 — 8 Watt LED (2700K) — 25° narrow flood; 8W-NFL-30 — 8 Watt LED (3000K) — 25° narrow flood
L-011-P-120V / -230V: 120/230 Volts • GU10 MR16
Soraa chipset: 8W-SP-27-120V — 8 Watt LED (2700K) — 10° spot; 8W-SP-30-120V — 8 Watt LED (3000K) — 10° spot
L-011-P-MH-120V / -230V: 120/230 Volts • GX10 MR16 • Remote ballast required
Warm White (3000K): MH20MR16SP — 20 Watt metal halide — 12° spot; MH39MR16SP — 39 Watt metal halide — 12° spot

Optical Accessories: BGS9 — Brass glare shield, 45° cutoff
Metal gobos are 8 mil stainless steel, 51.5mm diameter, with high levels of nickel and chromium to provide long life and excellent image quality. Any gobo pattern, including custom designs, can be ordered with up to a 35mm diameter pattern area, though 29mm is recommended.
AMPH — Amorphous; EP — Egyptian Palms; WP — Wild Palms; CUSTOM — Consult sales rep for art specifications

Final gobo pattern TBD

with 45 degree snoot

L-011-P with BGS9

Mounting Accessories: 1/2" male threads. Mounts into any standard j-box or:
GS2 — Heavy-duty ground spike
GS2BC — Heavy-duty ground spike with cast brass cap
GS4 — *Standard ground spike with cast brass cap
JB — Cast brass junction box
SA — Sure Aim locking rotation accessory
TDM1 — *Brass tree/deck mount with stainless steel screws
TDM2-__ — *Brass tree mount with nylon strap (48, 72, or 96")
TDM2SS-__ — *Brass tree mount with stainless steel strap (48, 72, or 96")
TDM3 — *Brass low-profile deck/wall mount (SA accessory recommended)
TDM4 — *Brass low-profile tree mount with notch for wire (SA accessory recommended)
TMJB-__ — Brass tree-mounted junction box, single fixture mount, stainless steel strap (48, 72, or 96")
TMJB2-__ — Brass tree-mounted junction box, double fixture mount, stainless steel strap (48, 72, or 96")
TMJBX — Brass tree-mounted junction box, single fixture mount, stainless steel screws
TMJB2X — Brass tree-mounted junction box, double fixture mount, stainless steel screws
* This accessory for 12 Volt fixture only.

Custom Example — Amorphous — Wild Palms — Egyptian Palms

Finish: Unfinished is standard; no specification required. The fixture will weather to a natural patina. The patina process is natural with brass and copper. Rate of patina and eventual color is dependent upon climate and proximity to the ocean. Thus, Beachside does not guarantee any specific appearance.

IP 66
10 year fixture warranty
3 year warranty for MR16 lamps

Weight (12 Volt): 2.8 lbs. [1.3 kg]
(120 Volt & MH): 3.4 lbs. [1.5 kg]

SIX SENSES TELLURIDE
TYPE "B"
Page 2 of 6

...120V—8W-SP-27-120V—EP—TMJB-72) Date
Gobo — Accessory

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4 TYPE C
E.201 SCALE: N.T.S.

SIX SENSES TELLURIDE
TYPE "C"
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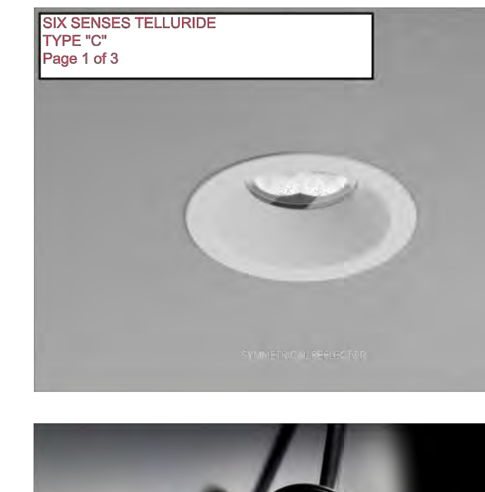

ATRIA XS R

SPECIFICATIONS

base code	66096
typology	Glare free downlight with recessed trim and symmetrical or asymmetrical (wallwasher and downlight) light distribution
mounting	In plasterboard using springs (included)
diameter	78 mm / 3.07"
height	Downlight: 105 mm / 4.13". Asymmetrical downlight: 78 mm / 3.07"
required depth	Downlight: 120 mm / 4.72". Asymmetrical downlight: 100 mm / 3.93"
ceiling cut out	65 mm / 2.56"
construction	Fixture and flange: turning and milling aluminum. Reflector: polycarbonate. Protective glass in PMMA or softening glass complete with silicone gasket
finishes	Powder coated. Heat sink anodized
ingress protection	IP66
lamp type	COB. Remote power supply not included
lamp wattage	10W at 500mA. **Vf 17,8V DC.** Dynamic white: Maximum wattage 10W (CH1 + CH2 max 10W, one channel max 10W)
lamp lumens	980lm
delivered lumens	760lm (30°) - 840lm (50°) - 870lm (70°) - 710lm (asymmetrical)
lumen maintenance	50.000h L90
beam	30°, 50°, 70° or asymmetrical reflector (25° and wallwasher)
kelvin (2400K, 93 CRI)	2200K CRI80, 2500K CRI93, 2700K CRI93, 3000K CRI93, 3500K CRI93, 4000K CRI93 / 3 step MacAdam ellipse or Dynamic white (1800K - 4000K)
special features	Safe wiring - Two wires dimming. Designed with symmetrical and asymmetrical reflectors, delivers glare free homogeneous light. UGR<10 (30°), UGR<19 (50°), UGR<25 (70°). The asymmetrical reflector offers longitudinal cut-off and delivers homogeneous light from the upper edge of the wall to the floor with no visible dark zones
dimming options	Push button, potentiometer, 0-10V, DALI, DMX, KNX. Dimming options depend on power supply and additional control units to be separately ordered as accessories
standards	CE, UL approval pending

SYMMETRICAL REFLECTOR Ø 78 105 22 Ø 65

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5 TYPE D
E.201 SCALE: N.T.S.

SIX SENSES TELLURIDE
TYPE "D"
Page 1 of 3

DIFFUSED AND COMPLETELY HOMOGENEOUS LIGHT ACROSS THE ENTIRE SURFACE

LINEAR TUBE SLIM

SPECIFICATIONS

base code	674
typology	Compact, linear surface luminaire with symmetrical light distribution
mounting	Via spring clips (code 69813) or via security brackets (code 69821) to be separately ordered as accessories
length	Available in twelve lengths, from 301 to 3051 mm / from 11.85" to 120.12"
diameter	24 mm / 0.94"
construction	Extruded aluminum fixture. End caps in turning and milling aluminum or stainless steel AISI 316L complete with silicone gaskets. Diffuser in frosted PMMA. Enclosure in transparent polycarbonate
finishes	Anodized or polished stainless steel
ingress protection	IP67. Built-in protection from water infiltration and moisture
lamp type	Linear LED array on printed circuit board. PCB L 250 mm / 9.84". PCB increment 250 mm / 9.84" - 3000 mm / 118.11" max. Custom dimensions on request. Remote power supply not included
LED pitch	4,5 mm / 0.18" (224 LEDs per meter)
lamp wattage	From 4,5W to 54W at 48V DC. North America 24V DC
lamp lumens	PCB L 250: 2700K CRI93 - 400lm, 3000K CRI93 - 400lm, 4000K CRI93 - 430lm
delivered lumens	PCB L 250: 290lm (3000K CRI93)
lumen maintenance	50.000h L90
beam	Diffused
kelvin (2400K)	2700K CRI93, 3000K CRI93 and 4000K CRI93 / 3 step MacAdam ellipse
special features	Reverse polarity protection - Two wires dimming. Diffuse and completely homogenous light distribution across the entire surface
dimming options	Push button, potentiometer, 1-10V, DALI, DMX, KNX. Dimming options depend on power supply and additional control units to be separately ordered as accessories
standards	CE, UL 1598, CSA C22.2

301 / 3051 32 17 Ø 24 50

* weight based on 250 mm / 9.84"

REFER TO ARCH SHEET A-2.24 FOR TYPE D DETAIL

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6 TYPE E, E1
E.201 SCALE: N.T.S.

SIX SENSES TELLURIDE
TYPE "E/E1"
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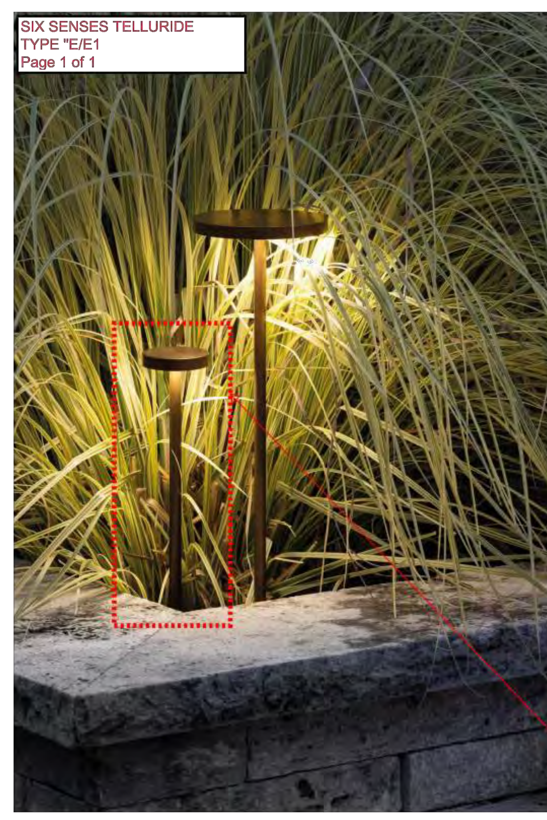

ONLY USING TONDO 80

TONDO 80 / TONDO 160

SPECIFICATIONS

typology	Bollard with diffused light distribution
mounting	On ground with housing box or spike to be separately ordered as accessories
stem length	250 - 500 mm / 9.84" - 19.69"
diameter	TONDO 80: 80 mm / 3.15" - TONDO 160: 160 mm / 6.30"
construction	Fixture: aluminium. Diffuser in polycarbonate complete with silicone gasket. Stainless steel A4 bolts
finishes	Powder coated
ingress protection	IP65
lamp type	LED array on printed circuit board. Remote power supply not included
lamp wattage	TONDO 80: 4,5W at 24V DC - TONDO 160: 9W at 24V DC
lamp lumens	TONDO 80: 520lm - TONDO 160: 1035lm
delivered lumens	TONDO 80: 245lm - TONDO 160: 780lm
lumen maintenance	50.000h L90
beam	Diffused
kelvin	2700K CRI93, 3000K CRI93 and 4000K CRI93 / 3 step MacAdam ellipse
dimming options	Push button, potentiometer, 0-10V, DALI. Dimming options depend on power supply and additional control units to be separately ordered as accessories
standards	CE

E TONDO 80 E1

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7 TYPE F, G, J
E.201 SCALE: N.T.S.

SIX SENSES TELLURIDE
TYPE "F/G/J"
Page 1 of 2

ANYBEND-SW Q-CAP Flexible Fixtures - MICRO 5 SERIES

ANYBEND-SW is a fully encapsulated flexible linear LED fixture suitable for use in a variety of applications. Because of its dry and wet rating, it is perfect for not only indoor use but also as outdoor accent lighting where the fixture is visible. ANYBEND-SW encapsulates our 24-volt static white LED strips in polyurethane. Offered in three different outputs: standard output (1.0W/ft), high output (2.0W/ft), and very high output (4.0W/ft). ANYBEND-SW has a unique up/down and side bend with a 9" bending radius and it is compatible with three different mounting hardware options to ensure our product fits any design need. Utilize clear endcaps for continuous runs with no light loss.

F & J = STANDARD OUTPUT
G=VHO

Output (Calculated L70 = 40000 hours) — Tested for ANBD-SW-WSC-DRY

CCT	SO ENC/CL LM	SO ENC/CL CRI	SO ENC/TL LM	SO ENC/TL CRI	HO ENC/CL LM	HO ENC/CL CRI	HO ENC/TL LM	HO ENC/TL CRI	VHO ENC/CL LM	VHO ENC/CL CRI	VHO ENC/TL LM	VHO ENC/TL CRI
2400K	44	93	49	92	120	93	131	92	260	93	253	93
2700K	48	96	32	98	133	97	85	98	283	97	186	98
3000K	52	95	47	96	140	95	127	97	300	96	217	97
3500K	51	98	41	98	137	98	109	98	296	97	247	98
4000K	46	97	53	98	122	97	138	98	275	96	304	97

SO Standard Output 1 W/ft; HO High Output 2 W/ft; VHO Very High Output 4 W/ft

Dimensions: Profile (Standard) .38" .38"

Wiring Detail: 1" increments from 1"-191" BW 24"

Part Number Builder

Product	Mounting	Rated	CCT	Output	Lens	Type	Connector/Wire In	Connector/Wire Out	End Caps (No feed)	Length (in)
ANBD-SW	WSC, PPS-2, PPS-96, PPS-FT, PPS-LP-2, PPS-LP-96, PPS-LP-FT	DRY (IP20); WET (IP67)	24 - 2400K, 27 - 2700K, 30 - 3000K, 35 - 3500K, 40 - 4000K	SO (1.0W); HO (2.0W); VHO (4.0W)	ENC/CL, ENC/TL	Single (Closed end): S1A S1B; Pass through: P1A P1B	BW BRL CON6 CON24	N/A; BW BRL CON6 CON24	CL WH; N/A	

Voltage: 24 VDC. Wattage: see table. ENCAPSULATED PRODUCTS ARE NOT FIELD CUTTABLE

REFER TO ARCH SHEET A-2.24 FOR TYPE F, G & J DETAIL

- BW comes in standard 24"- request custom length (Max 120") by writing it in inches next to "BW" in the order code box (ex. BW48)
- Connector/Wire In or Out not needed to specify product. Standard configuration is type S1, Connector/Wire In: BW & Connector/Wire Out: N/A with white endcaps (WH)

Flexibility 9"

- Field modifications are not covered under Q-Tran warranty
- 5 year warranty
- Up/Down, Side Bend
- Data subject to change, all data has +/- 5% tolerance
- PPS-FT and PPS-LP-FT is to be cut at Q-Tran to requested length

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8 TYPE H
E.201 SCALE: N.T.S.

SIX SENSES TELLURIDE
TYPE "H"
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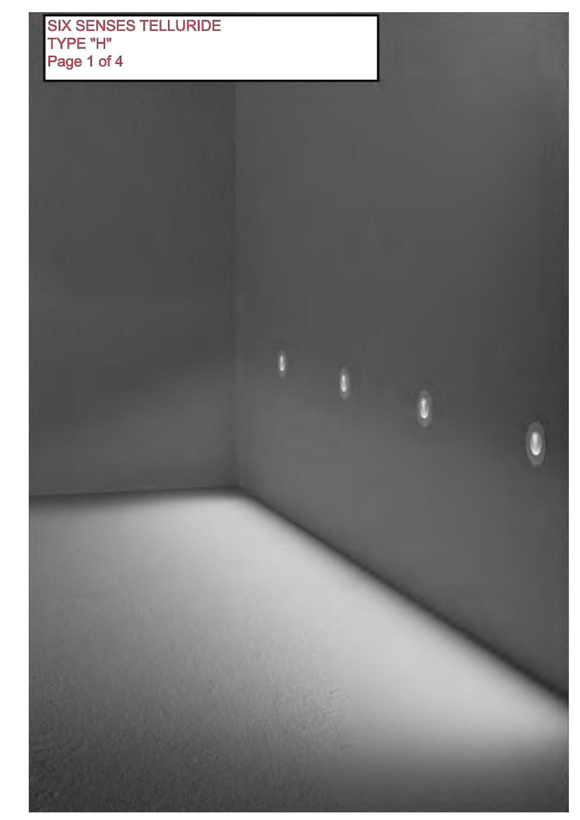

ATRIA FW

SPECIFICATIONS

base code	66129
typology	Recessed wall mounting glare free floorwasher with flat trim
mounting	In concrete using housing box (code: 69397 or 69398) to be separately ordered as accessory
diameter	103 mm / 4.06"
height	83 mm / 3.27"
required depth	Depending on housing box
first fit requirement	Yes, separate housing box: code 69397 or code 69398 (adjustable height)
surface cut out	100 mm / 3.94"
construction	Fixture and flange: turning and milling aluminum. Lens: Polycarbonate. Protective glass or PMMA complete with silicone gasket. Housing box: PVC
finishes	Anodized or powder coated
ingress protection	IP66
lamp type	LED array on printed circuit board. Remote power supply not included
lamp wattage	8W at 48V DC. North America 5W at 24V DC
lamp lumens	8W: 720lm; 5W: 450lm
delivered lumens	8W: 530lm; 5W: 360lm
lumen maintenance	50.000h L90
beam	Asymmetrical reflector: 5° - 75° towards the floor
kelvin (2400K)	2700K CRI93 and 3000K CRI93 / 3 step MacAdam ellipse
special features	48V DC: unpolarized electronic system. 24V DC: reverse polarity protection. B LIGHT Thermal Sensor - Safe wiring - Two wires dimming. Designed with an asymmetrical reflector offers longitudinal cut-off and delivers glare free homogeneous light from the lower edge of the wall with no visible dark zones
dimming options	Push button, potentiometer, 0-10V, DALI, DMX, KNX. Dimming options depend on power supply and additional control units to be separately ordered as accessories
standards	CE, UL 1598, CSA C22.2

Ø 103 83 Ø 80 69397 69398 135 139-189

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9 TYPE L
E.201 SCALE: N.T.S.

SIX SENSES TELLURIDE
TYPE "L"
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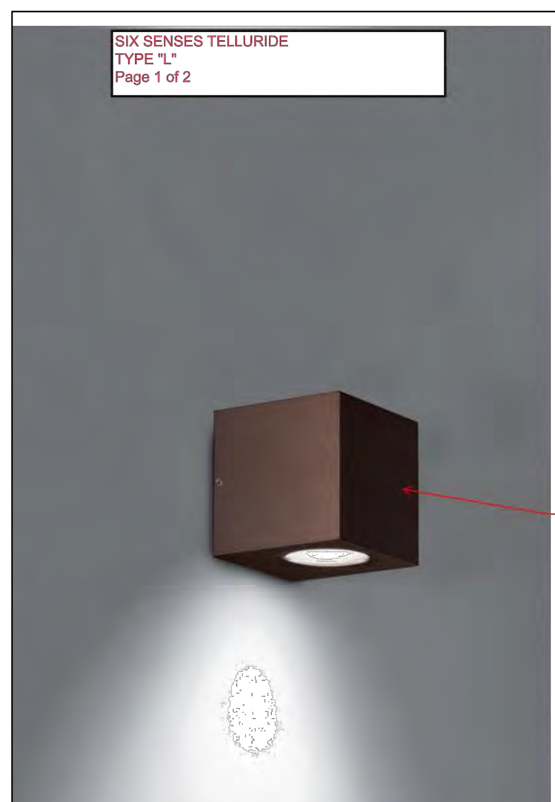

NOTE: DOWNLIGHT

KUBO 54 W / KUBO 54 W2

SPECIFICATIONS

base code	66415/XX KUBO 54 W - 66416 KUBO 54 W2
typology	Wall mounted luminaire with light emission on one side (KUBO 54 W) or two sides, direct light and indirect light (KUBO 54 W2)
mounting	To wall using mounting plate
width	54 mm / 2.13"
depth	KUBO 54 W: 54 mm / 2.13"; KUBO 54 W2: 62 mm / 2.44"
height	KUBO 54 W: 54 mm / 2.13"; KUBO 54 W2: 110 mm / 4.33"
construction	Fixture: turning and milling aluminum. Lens: PMMA. Protective glass in PMMA complete with silicone gasket
finishes	Powder coated
ingress protection	IP67. North America wet location. Built-in protection from water infiltration and moisture
lamp type (2400K)	LED array on printed circuit board. Remote power supply not included
lamp wattage	KUBO 54 W: 5W at 350 mA. KUBO 54 W2: 10W (5W direct light and 5W indirect light) at 350 mA
lamp lumens	KUBO 54 W: 420lm - KUBO 54 W2: 840lm
delivered lumens	KUBO 54 W: 270lm (3000K CRI93, 36°) - KUBO 54 W2: 540lm (3000K CRI93, 36°)
lumen maintenance	50.000h L90
beam	16°, 36°, 45°
kelvin	2400K CRI93 / 3 step MacAdam ellipse
special features	Unpolarized electronic system (24V DC: reverse polarity protection) - Safe wiring. 48V DC, 24V DC: Thermal Sensor - Two wires dimming - Water stop technology
dimming options	Push button, potentiometer, 0-10V, DALI, DMX, KNX. Dimming options depend on power supply and additional control units to be separately ordered as accessories
listings	CE, ETL listed for wet location

KUBO 54 W 54 54 54

REFER TO ARCH SHEET A-2.24 FOR TYPE L DETAIL

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10 TYPE M
E.201 SCALE: N.T.S.

SIX SENSES TELLURIDE
TYPE "M"
Page 1 of 2

VANILLA

LINE LED GRAZER/WALLWASHER

The Vanilla LINE exterior linear is a high efficacy linear LED fixture with a wide range of optical options. Fixture is outdoor rated IP67. It features a very compact body that is suitable for installation conditions with limited space. It is ideal for facade lighting for historical and modern buildings. With its end to end installation capabilities, it can provide a uniform lighting effect along any facade condition with constant pixel pitch. The fixture comes with an array of accessories to meet anyapplication condition. Such as the micro louver for optimal glare control.

Fixture features an extruded aluminum body and tempered glass construction.Integrated thermal management system with passive cooling.

LIGHT SOURCE AND PERFORMANCE

LIGHT:	LED MODULE			
SOURCE:	LED			
SDCM:	2 STEP			
CCT (2400K):	2700K / 3000K / 4000K			
CRI:	80 CRI	90 CRI (AVAILABLE UPON REQUEST)		
LENGTH:	12 INCH	24 INCH	37 INCH	49 INCH
WATTAGE:	14.4 W	28.8 W	43.2 W	57.6 W
LUMEN PERF:	91 LM/W	91 LM/W	91 LM/W	91 LM/W
DELIVERED LUMENS:	1313 LMS	2626 LMS	3939 LMS	5252 LMS
OPERATING TEMP:	-40° F - 120° F			
POWER:	24 - 48 VDC			
RATING:	IP 67			

DIMENSIONS: 1 FEET, 2 FEET, 3 FEET, 4 FEET

VAN	PROFILE	STEM LENGTH (INCH)	CRI	COLOR TEMP (KELVIN)	OPTICS	DRIVER**	MOUNTING	OPTION
	LINE	1 12.20; 2 24.49; 3 36.77; 4 49.06	8 80; 9 90*	27 2700K; 30 3000K; 40 4000K	N 16°; M 30°; W 45°; EW 55°; EL 15 x 35°; WW 20x25°	E ELV; XX Other**	FP FIXED; AP ADJUSTABLE	ML MICRO LOUVER; CT CONNECTION KIT; JT JUNITON BOX (3 WAY); VS VISOR

*90 CRI available upon request
** Other dimming options available upon request

Imported by the Lighting Group Network (LGN) https://www.lightinggroupnetwork.com

Lighting Group Network is the premier importer of European lighting products. We specialize in tailoring products from around the world to make them compliant with every North American market. From component sourcing, to full listings, Lighting Group Network has the engineering background to bring any manufacturer or product to full local compliance.

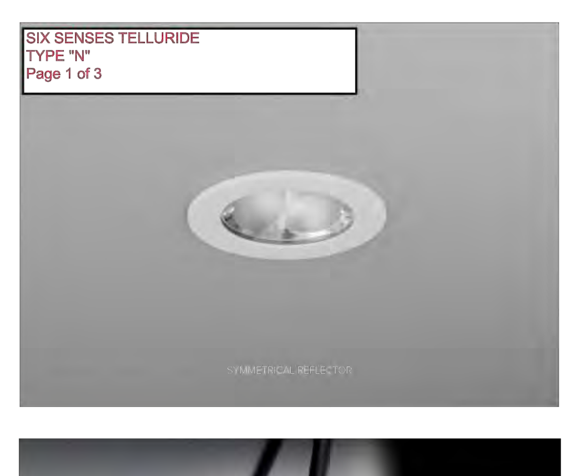
Fixture is rated for outdoor use IP67

Updated: July 7, 2022

REFER TO ARCH SHEET A-2.24 FOR TYPE M DETAIL

11 TYPE N
E.201 SCALE: N.T.S.

SIX SENSES TELLURIDE
TYPE "N"
Page 1 of 3



ATRIA 60 P

SPECIFICATIONS

base code	66098
typology	Compact glare free downlight with flat trim and symmetrical or asymmetrical (wallwasher and downlight) light distribution
mounting	In plasterboard using springs (included)
diameter	60 mm / 2.36"
height	56 mm / 2.20"
required depth	70 mm / 2.76" if mounting in plasterboard; 115 mm / 4.53" if mounting in concrete
ceiling cut out	Plasterboard: 50 mm / 1.97"
construction	Fixture and bezel: turning and milling aluminum. Reflector: polycarbonate. Protective glass in PMMA or softening glass complete with silicone gasket
finishes	Anodized or powder coated when painted. Heat sink anodized
ingress protection	IP66
lamp type	COB. Remote power supply not included
lamp wattage	6W at 350 mA. **Vf 17,8V DC.** Dynamic white: Maximum wattage 6W (CH1 + CH2 max 6W, one channel max 6W)
lamp lumens	690lm
delivered lumens	610lm (50°) - 630lm (70°) - 510lm (asymmetrical)
lumen maintenance	50.000h L90
beam (2400K)	50°, 70° or asymmetrical reflector (25° and wallwasher)
kelvin	2200K CRI93, 2700K CRI93, 3000K CRI93, 4000K CRI93 / 3 step MacAdam ellipse or Dynamic white (1800K - 4000K) CRI93
special features	Safe wiring - Two wires dimming. Designed with symmetrical and asymmetrical reflectors, delivers glare free homogeneous light. UGR<19 (50°), UGR<25 (70°). The asymmetrical reflector offers longitudinal cut-off and delivers homogeneous light from the upper edge of the wall to the floor with no visible dark zones
dimming options	Push button, potentiometer, 0-10V, DALI, DMX, KNX. Dimming options depend on power supply and additional control units to be separately ordered as accessories
standards	CE, UL approval pending

Ø 60 SYMMETRICAL REFLECTOR 56

www.b-light.it 513

11 TYPE R
E.201 SCALE: N.T.S.

Image Spot®

SIX SENSES TELLURIDE
TYPE "R"
Page 1 of 4

ROSCO

Brilliant Imaging.

Crystal clear optics allow you to project vivid images and messaging up to 40 ft. (12m) away! Using a mere 45W of power, the Image Spot LED projector packs an amazing amount of light output from a versatile and compact design.

The cool white or warm white LEDs ensure bright imaging in virtually any environment. An available filter kit allows the Image Spot to be used to illuminate subjects in museums, themed entertainment and hospitality venues.

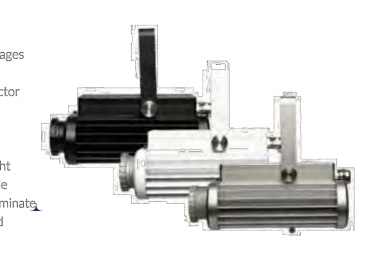


Image Spot™ HT

Superior Uniformity Across Entire Field
Image Diameter Ø 550mm
LUX Ø 45mm %: 2590 100%, 2400 96%, 2490 96%, 2380 91%

KEY FEATURES
- 40W LED array with 19°, 25° or 30° beam optics provide superb image uniformity and fringe-free shadows
- IP40 rating for indoor use or IP65 rating for outdoor use HT variant for high ambient temperature environments
- Accepts Rosco Image Spot Gobos and Permacolor Dichroic Glass Color Filters
- Available OPTI-FLECS filter packs for beam diffusion
- Accepts universal line voltage input allowing operation anywhere around the globe
- On board dimming control
- DMX512 compatibility provides flicker-free dimming throughout the range: 100% ~ 0%
- Passive cooling means operation is completely silent
- Standard Color Options: Black, White and Silver

CONCEALED FIXTURE PER DETAIL. THIS FIXTURE WILL PROJECT DOWN ONTO PORTE COCHERE FLOOR.
REFER TO ARCH SHEET A-2.24 FOR TYPE R DETAIL.

WWW.ROSCO.COM

11 TYPE Q
E.201 SCALE: N.T.S.

SIX SENSES TELLURIDE
TYPE "Q"
Page 1 of 2

FLEX-SQUARE FLEX Light: Static White Pool & Spa

The FLEX series is ideal for spaces where the light will be in direct view. As the name implies, these LED lights are flexible and can be easily molded into different curvatures. The housing and the lens allow for a perfect monochromatic light source with no hot spots. All of Q-Tran's FLEX series fixtures are made with high-quality SMD LED chips, are UV and flame resistant and are extremely energy-efficient.

The FLEX Square Static White Pool & Spa is available in a variety of different color temperatures and is submersible rated (IP68).

Color Temperature (CCT): 2200K 2700K 3000K 3500K 4000K 5700K

Housing Color: White

Dimensions: .63" .63" BEAM ANGLE 120° 11.81" bending radius; VB: Vertical Bending; HB: Horizontal Bending

Lead Wire Length (ft)

LED Load (W)	Max Recommended Lead Length (ft) 18AWG
20W	160
30W	95
40W	70
50W	55
60W	45
80W	30
100W	16

Part Number Builder

Product	Series	CCT	Bend Direction	CRI	Watts/ft	Connector In	Connector In Orientation	Connector In Wire Length	Connector Out	Connector Out Orientation	Connector Out Wire Length	Illuminated Length (in)
FLS-SW-PS	P			90	3.6	DIM			DIM			
FLS-SW-PS FLEX Square Static White Pool & Spa (IP68) Voltage: 24 VDC	P - PVC	22 - 2200K; 27 - 2700K; 30 - 3000K; 35 - 3500K; 40 - 4000K; 57 - 5700K	VB Vertical Bend; HB Horizontal Bend	90	3.6	DIM Dual Injected-Molded	FC BC SCL SCR	15' 30' 50' 100'	DIM Dual Injected-Molded	FC BC SCL SCR EC	15' 30' 50' 100' N/A	2.19" increments; Nominal max length: 26'

- Product length = illuminated length + connector length
- For factory assembled connector information, see page 2
- For compatible power supplies, see page 2
- For extrusion options, see page 2 (sold separately)

REFER TO ARCH SHEET A-2.24 FOR TYPE Q DETAIL

- 2 year warranty on PVC
- IP68 Pool & Spa rated
- Ambient temperature: 32°F to 113°F
- UV & Flame resistant construction
- No diode imaging
- Max run is 26'
- PVC construction
- Pool installations require end cap/no daisy chain

© 2021 Q-Tran Inc. All rights reserved | 155 Hill St. Milford, CT 06460 | 203-367-8777 | sales@q-tran.com | www.q-tran.com Specification subject to change. Rev-08-02-21

AE DESIGN
Integrated Lighting and Electrical Solutions
1900 Wazee Street #205 | Denver, CO 80202 | 303.296.3034
aedesign-inc.com Project #:5843.00

VAULT DESIGN GROUP
VAULT DESIGN, LLC
2770 ARAPAHOE RD, STE 132,
LAFAYETTE, CO 80026

Uncompahgre Engineering, LLC

MARPA landscape architecture + construction

AE DESIGN Integrated Lighting and Electrical Solutions

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

SIX SENSES

LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL CONTINUANCE SUBMITTAL 08.08.2022

LOT 109R PUD AMENDMENT FINAL DRB SUBMITTAL 10.21.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 12.16.2022

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 06.01.2023

LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 07.19.2023

SEAL

PHOTOMETRIC CUTSHEETS

E.201

12/13/2022 11:36:51 AM

VAULT MANAGEMENT
TIARA TELLURIDE LLC

July 19, 2023

We are pleased to present the following construction mitigation narrative and plan for your review. Safety, water quality, and minimizing impacts to adjacent property is of the utmost importance to our team. Please refer to the mitigation plan design Exhibit C and note the plan boundary for fencing overlaps the adjacent town parcel. We are requesting the use of town property for some of the construction operations.

We anticipate pursuing LEED (Leadership in Energy and Environmental Design) certification which will aid the construction process to reduce construction material waste and increase recycling. The project construction site will be kept clean throughout construction.

SITE PROTECTION

Fencing is noted on the plan and will be installed around the perimeter with controlled access via the points of entry and exit as shown. A jersey barrier concrete perimeter or similar will be placed on the side road of mountain village while excavation and shoring and lagging activities occur within our property until permanent building and curb and sidewalk structures are in place. Fencing will be installed behind the jersey barricades to protect the site's perimeter. To protect the large evergreen tree adjacent to the Shirana building, we will incorporate staked orange construction fencing around the perimeter of the drip line. Adjacent buildings will be protected with erosion control installed per industry best practices and construction fencing.

A comprehensive pedestrian walkway plan will be executed to allow residents from the See Forever village and crystal residences while the tunnel walkway access is inactive. There will also be ample signage for pedestrians and temporary fencing for walkways or egress that may be needed or suitable as the site progresses. We do not anticipate public access through the site during construction.

PROJECT EXECUTION

The team will provide active traffic flagging, site dust control, mud, snow, and soil erosion control, as well as water quality protection measures during the duration of construction utilizing best management practices consistent with the grading and drainage design regulations.

The project will require several and/or significant utility relocations prior to starting vertical construction. We plan to work with the Town and utility providers to minimize disruption to service as we relocate and improve the utility infrastructure.

SITE & MATERIAL STAGING

The site plan attached provides the construction fence boundaries, a crane location with anticipated swing, potential shoring and lagging limits, and associated construction facilities. Temporary construction dewatering will be required, as volumes and mitigation approach are determined, and this plan will be developed with the geotechnical engineer's support. This plan will be presented to the Town as it becomes more fully realized.

Much of the site is anticipated to encompass a large footprint which is planned to house most of the material staging, storage, and material waste recycling. The LEED certification requires recycling of building waste materials and for them to be kept separated. As the building progresses, we will capture more on-site storage for materials where feasible, within the garage and open core and shell space.

Off-site material and labor staging will be provided by mass transport as needed. We plan to utilize Heritage Parking structure for parking in offseason or summers as permitted by the Town of Mountain Village.

Construction phasing on lot OS-3BR-2 will be done by utilizing the area north of the new trash enclosure for staging and access to our construction site. A temporary trash enclosure is planned to be set just south of the existing trash enclosure to allow the current structure to be torn down and replaced. Access to the trash enclosure construction area will occur from the north while the regular trash truck picks up twice daily. Once the new trash enclosure is built, we will utilize our north jobsite entrance to act as access to the new enclosure while the old temporary trash enclosure is removed, and the south side drive is demoed and replaced.

We have provided turning movements to verify that the trash truck can enter and maneuver into the current plaza space between the Shirana and the existing trash enclosure. Our goal is to maintain a space southwest of the temporary trash enclosure where service vehicles can stage and maintain five temporary vehicle spaces for daily business. The current trash truck can maneuver in the plaza while keeping these 5 spaces in use as it does today.

The current mitigation plan also shows two gates that will allow truck traffic to pass through as we improve our staging areas and roads leading from the front door of Shirana out through the project site and onto Mountain Village Boulevard. This is a backup scenario for traffic flow of larger vehicles such as the Linen Truck or Bus as coordinated with the Town of Mountain Village.

In addition to the noted items above, we have attached our Construction Mitigation Plan which includes an overview of the site and pedestrian access pathways, areas where soil nails may need to be installed along with construction entrances, fencing, gates, vehicle pathways and staging items like dumpsters.

As well, we have developed preliminary mitigation plans with feedback from the neighbors and are committed to the following:

1. A plan to ensure access throughout construction and a commitment to provide a contact for a site supervisor at all hours.
2. Owner Controlled Insurance Program for the project to provide adequate protections for adjacent properties.
3. Continuous access to the trash buildings for trash removal and ongoing support to the neighbors when we are replacing the entrances to their parking structures.
4. Adherence to Town standards for construction and construction hours.

EXCAVATION

During early site mobilization, excavated materials will be hauled off site to a location to be provided by an awarded earthwork contractor. There are minimal trees on the lot which will allow for early removal of those impacted and executed per town requirements. As the site is excavated for foundations and underground parking, excavated soil and rock will be hauled off site with a portion of the soil to be brought back on site to be used as backfill.

A shoring and lagging system is anticipated at the property line, along proposed foundation walls along Mountain Village Road, dying off in board of the site. A comprehensive shoring plan will be provided for review and approval once the final scope of the project has been determined.

Excavation volume and frequency will vary throughout the distinct phases of the excavation process, with 10-20 trucks per day on average anticipated. Consistent road sweeping of dirt and debris, and dust control removal will be ongoing during construction. We expect to coordinate truck counts and routes with the Town after we have developed a more concise plan with the excavator.

SAFETY AND CONSTRUCTION OPERATIONS

Safety is of paramount concern for the project. The general contractor with subcontractor participation will have weekly site meetings with Ownership to assess the site and ensure safe conditions. Contractors and vendors will require safety training upon mobilization to the site, with continuing safety education as the project progresses.

We anticipate large cranes within our project site and are currently negotiating mitigation plans with our neighbors to ensure that they understand what to expect. Picked loads will not be flown over existing buildings and mitigation plans will be coordinated and reviewed with the Town and neighbors. The General Contractor will provide active supervision of construction logistics throughout the project, with an on-site point of contact available.

Note: Certain elements of the construction mitigation plan may need to change, depending on issues determined during the building permit process. The final construction mitigation plan will be subject to review and approval by the Town in connection with issuance of a building permit.

The construction of Lot 109 presents multiple challenges to existing logistics of the surrounding properties.

This mitigation plan highlights the separation of the construction site from the Shirana/Westemere properties and anticipates multiple efforts that we will undertake to ensure access to current operations as noted. The strategies noted below are under continual review with neighboring properties and the Town of Mountain Village. Contractor coordination of access will be closely coordinated with the Building and Fire Department. All areas under construction will be protected by construction fence. Traffic patterns impacted by construction will be developed and reviewed by Mountain Village Public Works and construction flagging will be provided to manage the entrance. Contractor will continually monitor and manage the construction entrance.

The access to the Trash Enclosure and parking area will be addressed in multiple phases:

1. Utilities installation - multiple crossings impact parking. Work to be phased in short time frames and prior to rebuild of trash enclosure. Temporary trash removal can be arranged with bear proof containers on an as needed and coordinated basis with Bruin or the waste removal vendor.

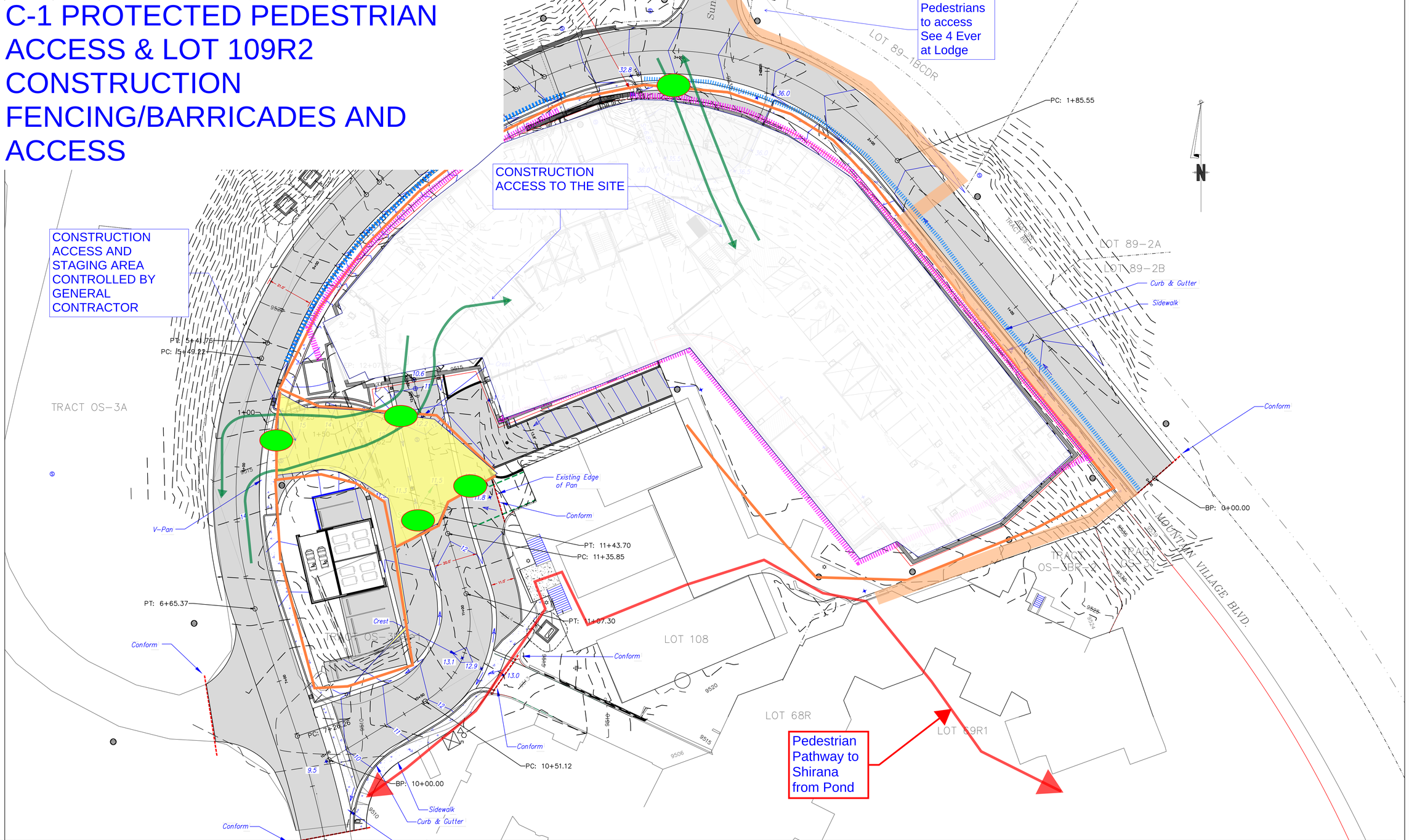
2. Regrade of north entrance - The area in yellow will be reworked to new grades to accommodate staging for the rebuild of the trash enclosure. A temporary road for egress will be maintained throughout construction with controlled access to the north through the gates.

3. Construction of the Trash Enclosure - A temporary enclosure will be developed to shift current trash collection with the intent of maintaining current operations utilizing the established preconstruction trash truck movement. Trash traffic will be shifted accordingly when the north drive is established to allow access from the north.

4. Reconstruction of the Drive - construction of the drive will likely start on the north and phase to the south. The area in front of the trash enclosure will be phased to allow for trash removal from the north while the south drive is being demoed and repaved. Once the trash removal is relocated to the north, the south drive will be divided again for phasing to maintain access for Shirana/Westemere. We are in agreement to provide parking passes at Heritage for the HOA unit owners during this time when the entrances to each parking structures is under reconstruction. We expect that 15-20 parking passes will be purchased on a daily or as needed basis while entrances are replaced at the Shirana/Westemere parking structures. This is a preliminary estimate of Shirana/Westemere Owners that will require replacement of their individual parking spaces while their entrance is shut down. Our goal will be to limit these shutdowns to days once we have a refined plan for placement of the new concrete drive.

5. This applicant is prepared to support the delivery of product to merchants via the loading zones at the west and east side of the core as noted on the diagram below. This plan is based on review and acceptance with Public Works and the permitting authority to achieve delivery permits and with Telski to gain access to the 'Pond Lot" to allow for deliveries. We are also prepared to provide a lift on the west side of Shirana to provide access for 'Linen and Supply delivery' up to their elevated deck (see green box on west side of Shirana).

C-1 PROTECTED PEDESTRIAN ACCESS & LOT 109R2 CONSTRUCTION FENCING/BARRICADES AND ACCESS



PERIMETER FENCE WITH GREEN SCREEN

PERIMETER FENCE WITH GREEN SCREEN

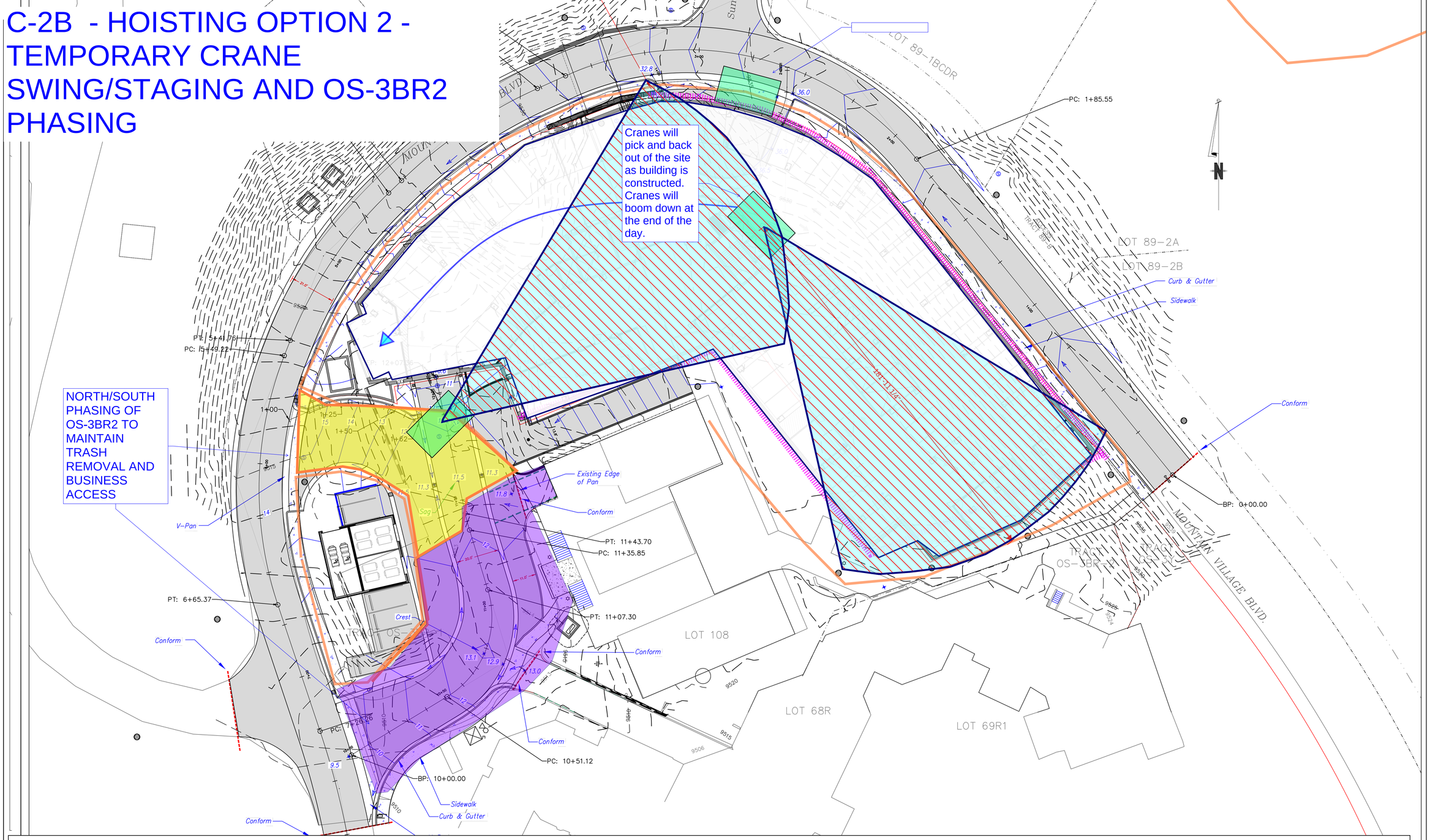
SEE FOREVER VILLAGE TEMP PED PATHWAY

JERSY BARRICADES

CONTRACTOR ACCESS TO SITE / GATE CONTROL

1. CONTRACTOR WILL SUBMIT AND MANAGE STORMWATER POLLUTION PREVENTION PLAN PER STATE REQUIREMENTS
2. PHASING AT SHIRANA PLAZA IS PRELIMINARY - CONTRACTOR WILL ACCOMODATE RELOCATION OF FENCING/JERSEY BARRIERS TO DIRECT TRAFFIC INTO PARKING STRUCTURES WHILE PROVING ACCESS FOR TOWN TRASH REMOVAL - CONTRACTOR TO WORK WITH MOUNTAIN VILLAGE AND HOTELS TO ACCOMODATE MODIFIED ACCESS AND STAGING
3. CONTRACTOR WILL PRESENT AND COORDINATE UTILITY PHASING PLAN TO MOUNTAIN VILLAGE - FINAL UTILITY PHASING CONTINGENCT UPON UTILITY PROVIDERS FINAL ACCEPTED UTILITY CONSTRUCTION PLAN
4. PARKING WILL OCCUR ONSITE UNTIL WORKFORCRE SIZE REQUIRES PARKING AND STAGING AT AIRPORT LOT OR THIRD PARTY OFFSITE LOT
5. SHORING EQUIPMENT TO BE STAGED BEHIND CONSTRUCTION FENCE. PROPERTY LINE (AT SHORING) WILL INCLUDE JERSY BARRIER AND SCREENED FENCING.
6. TOWN TRASH ENCLOSURE/SNOWMELT BOILER BUILDING WILL BE PHASED TO ALLOW RELOCATION OF TRASH SERVICE WHILE EXISTING BUILDING IS DEMOLISHED.

C-2B - HOISTING OPTION 2 - TEMPORARY CRANE SWING/STAGING AND OS-3BR2 PHASING



PERIMETER FENCE WITH GREEN SCREEN

CRANE SWING RADIUS

CRANE WEATHERVANE ZONE/NO OVERHEAD LOADS

CENTER OF CRANE

1. CONTRACTOR WILL SUBMIT AND MANAGE STORMWATER POLLUTION PREVENTION PLAN PER STATE REQUIREMENTS
2. PHASING AT SHIRANA PLAZA IS PRELIMINARY - CONTRACTOR WILL ACCOMODATE RELOCATION OF FENCING/JERSEY BARRIERS TO DIRECT TRAFFIC INTO PARKING STRUCTURES WHILE PROVING ACCESS FOR TOWN TRASH REMOVAL - CONTRACTOR TO WORK WITH MOUNTAIN VILLAGE AND HOTELS TO ACCOMODATE MODIFIED ACCESS AND STAGING
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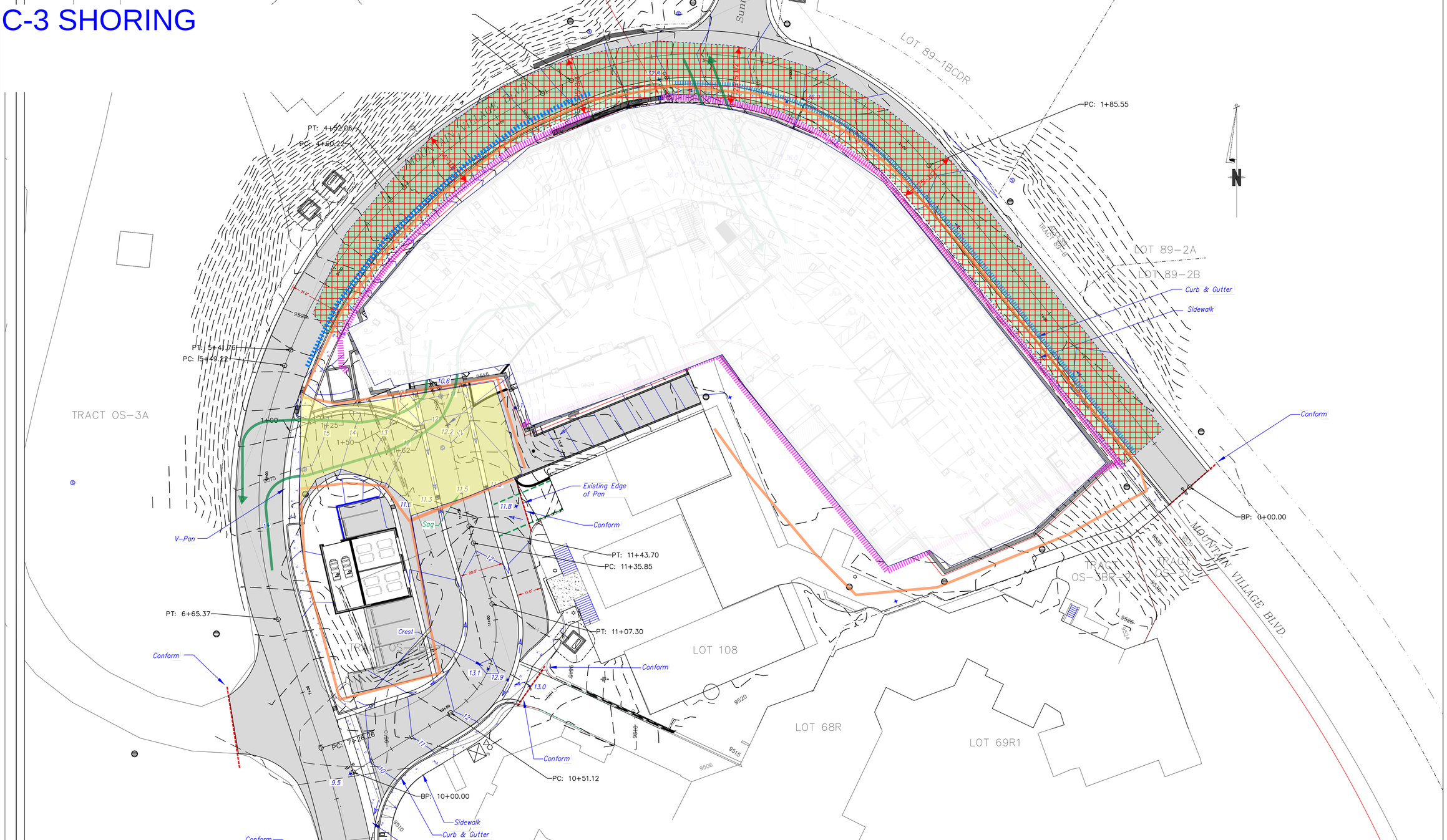
C-3 SHORING



PERIMETER FENCE WITH GREEN SCREEN

JERSY BARRICADES

POTENTIAL LIMIT OF SOIL NAILS

1. CONTRACTOR WILL SUBMIT AND MANAGE STORMWATER POLLUTION PREVENTION PLAN PER STATE REQUIREMENTS
2. PHASING AT SHIRANA PLAZA IS PRELIMINARY - CONTRACTOR WILL ACCOMODATE RELOCATION OF FENCING/JERSEY BARRIERS TO DIRECT TRAFFIC INTO PARKING STRUCTURES WHILE PROVING ACCESS FOR TOWN TRASH REMOVAL - CONTRACTOR TO WORK WITH MOUNTAIN VILLAGE AND HOTELS TO ACCOMODATE MODIFIED ACCESS AND STAGING
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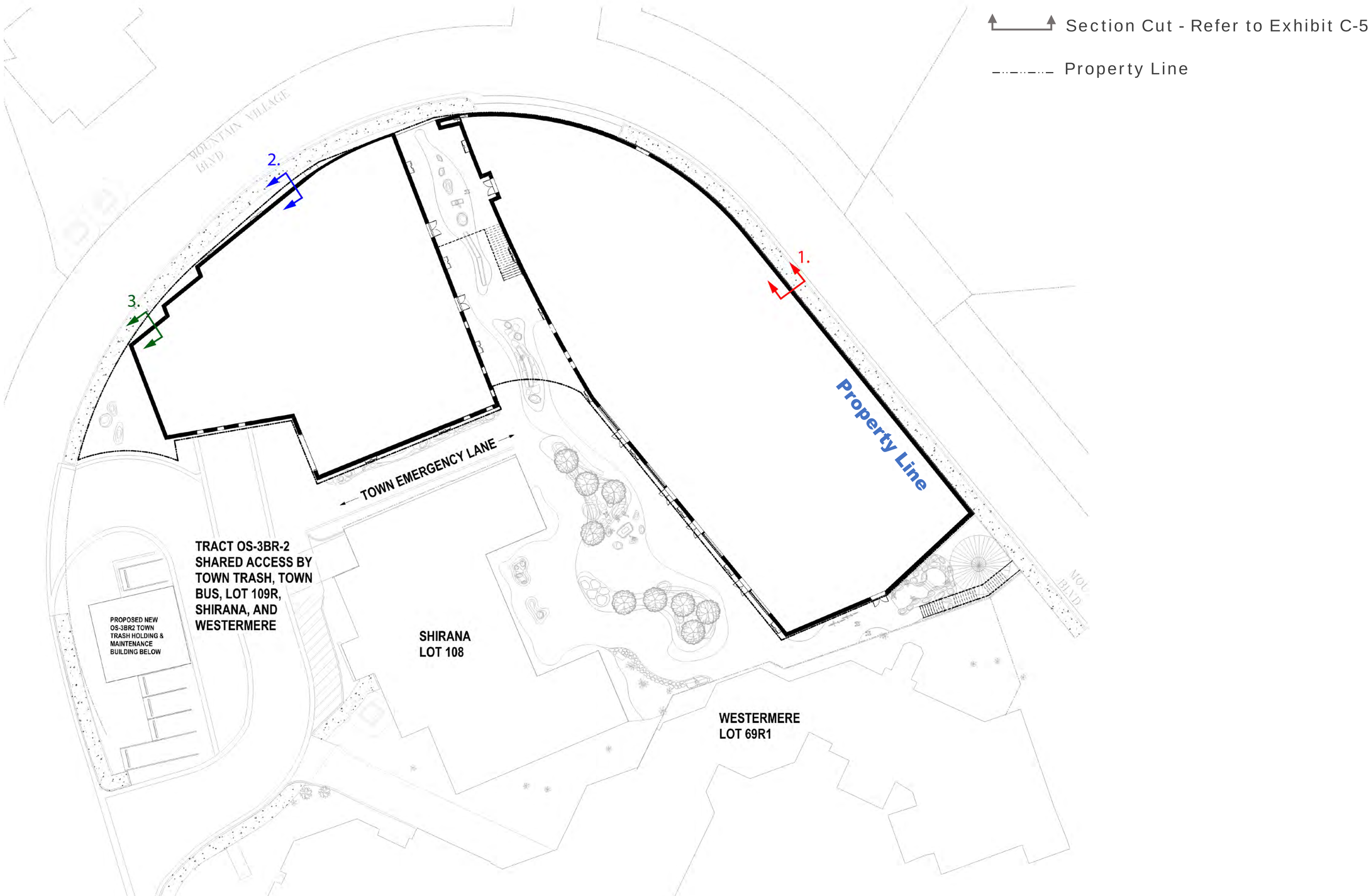
C-4 TEMPORARY SHORING SECTIONS

Construction Mitigation

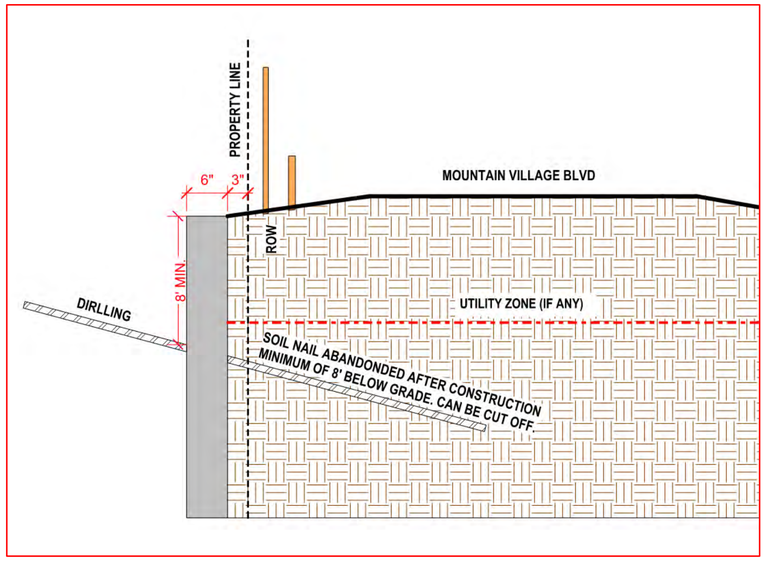


C-5 TEMPORARY SHORING NAILS

Construction Mitigation

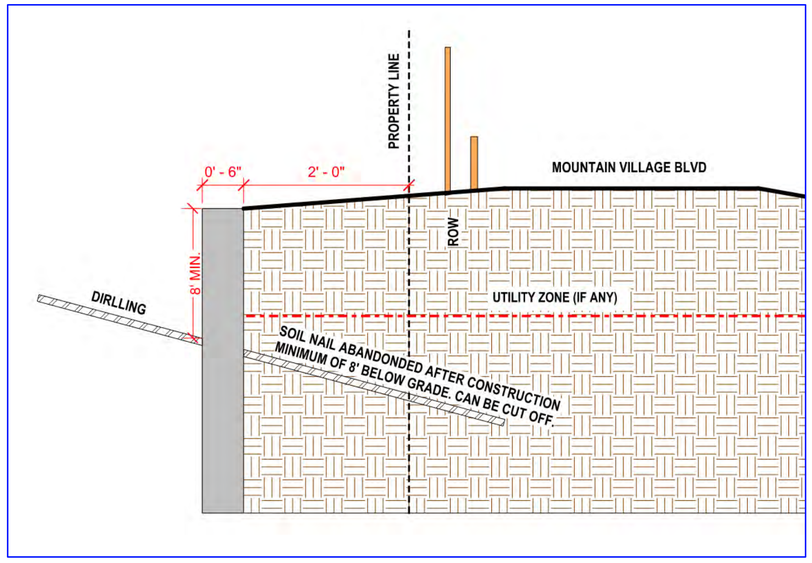
1.

SOIL NAILS



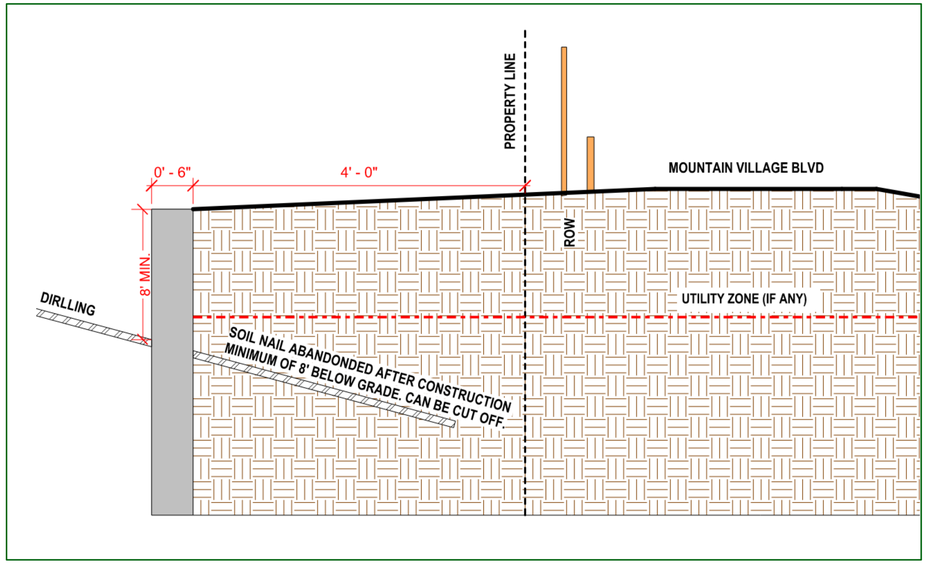
2.

SOIL NAILS

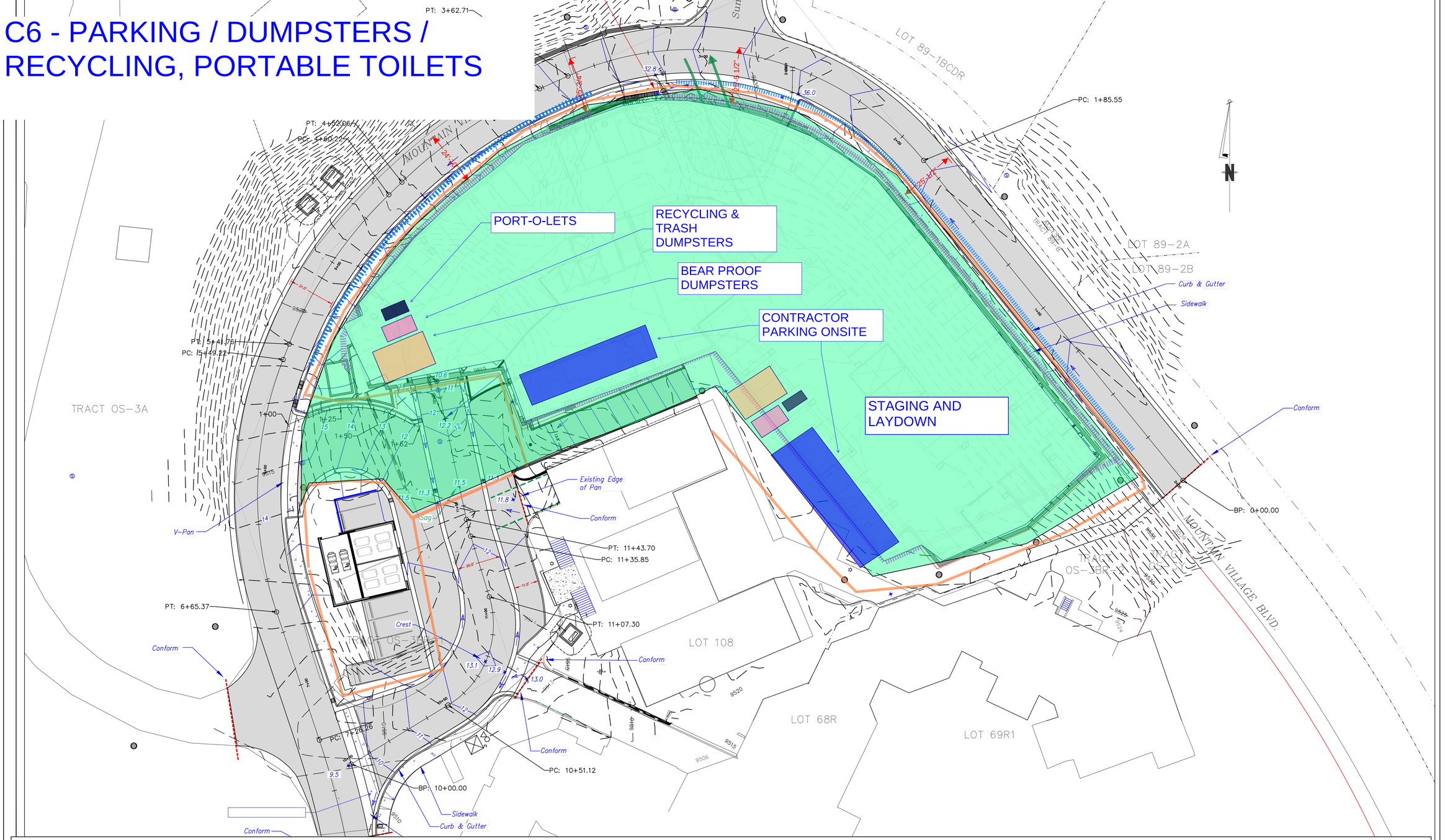


3.

SOIL NAILS



C6 - PARKING / DUMPSTERS / RECYCLING, PORTABLE TOILETS



PERIMETER FENCE WITH GREEN SCREEN

LAYDOWN/STORAGE AREAS (behind construction fence)

PARKING AREAS

PORTABLE TOILETS

RECYCLING DUMPSTERS/TRASH DUMPSTERS

JERSY BARRICADES

BEAR PROOF DUMPSTERS

1. CONTRACTOR WILL SUBMIT AND MANAGE STORMWATER POLLUTION PREVENTION PLAN PER STATE REQUIREMENTS
2. PHASING AT SHIRANA PLAZA IS PRELIMINARY - CONTRACTOR WILL ACCOMODATE RELOCATION OF FENCING/JERSEY BARRIERS TO DIRECT TRAFFIC INTO PARKING STRUCTURES WHILE PROVING ACCESS FOR TOWN TRASH REMOVAL - CONTRACTOR TO WORK WITH MOUNTAIN VILLAGE AND HOTELS TO ACCOMODATE MODIFIED ACCESS AND STAGING
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6. TOWN TRASH ENCLOSURE/SNOWMELT BOILER BUILDING WILL BE PHASED TO ALLOW RELOCATION OF TRASH SERVICE WHILE EXISTING BUILDING IS DEMOLISHED.

C-7 CONSTRUCTION MITIGATION WITHIN EXISTING TOWN PROPERTY WEST OF SHIRANA

Gates to allow construction traffic through gated construction entrance. Prior to permit issuance and throughout construction as needed, the mitigation plan for this area will be developed, per the Development Agreement, by the General Contractor.

Constrution Access to be fenced and maintained by Applicant

Construction Vehicle Routing

CONSTRUCTION SITE

Adjustable Construction Fence

Additional gates as needed to accommodate special traffic routing

Relocate trash to temp enclosure while existing enclosure is demoed

Trash truck and delivery vehicle route to service Shirana

Temporary Lift to support deliveries to Silver Star and Shirana as desired

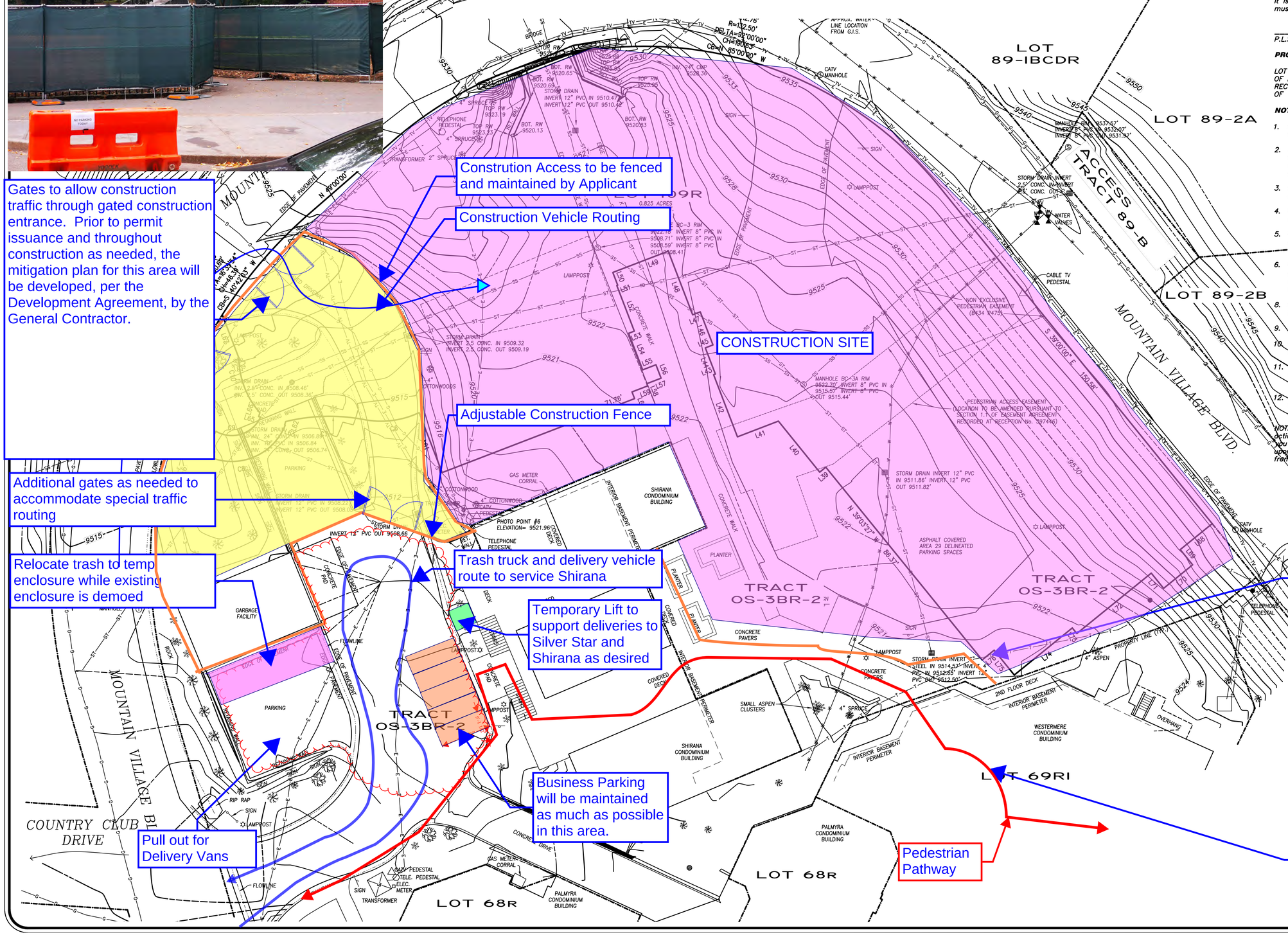
Business Parking will be maintained as much as possible in this area.

Pull out for Delivery Vans

Pedestrian Pathway

This fence will allow for pedestrian traffic to the existing businesses from the Wagner Plaza

Delivery path through village core to Wine Merchant and additional merchants; applicant can provide small delivery vehicle that can support deliveries through the core.



This Existing Conditions/Improvement Survey of the Lot 109R Town of Mountain Village was compiled using a 2018 UAS drone survey which was supplemented by conventional survey means during December of 2022. It was produced under the direct responsibility, supervision and checking of David R. Bulson of Bulson Surveying being a Colorado Licensed Surveyor. This Existing Conditions Survey is not a Land or Improvement Survey Plat as defined by Colorado State Statute.
This survey is not to be relied for specific location of buried utilities. It is meant as a general source of information and all locations must be field verified prior to construction.

_____
P.L.S. NO. 37662 Date

PROPERTY DESCRIPTION:

LOT 109R TELLURIDE MOUNTAIN VILLAGE ACCORDING TO THE REPLAT OF LOTS 73–76R, 109, 110, TRACT 89–A AND TRACT OS–3BR–1 RECORDED MARCH 18, 2011 IN PLAT BOOK 1 AT PAGE 4455, COUNTY OF SAN MIGUEL, STATE OF COLORADO

NOTES:

1. *Easement research by Fidelity Title Company Title Report Order Number 150–F17796–22 dated October 5, 2022 at 8:00 A.M*
2. *According to FEMA Flood Insurance Rate Map 08113C0287–D, Panel Number 0287D dated September 30, 1988, Lot 109R is within Zone X; Areas determined to be outside 500–year flood plain.*
3. *Lineal units represented hereon are shown in U.S. Survey Feet or a decimal portion thereof.*
4. *This survey is valid only if a print or electronic copy has a seal and signature of the surveyor noted within the statement above.*
5. *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.*
6. *This survey is prepared for the exclusive use of the party or parties indicated within the surveyor's statement. Said statement does not extend to any unnamed person or parties without an express statement by the surveyor naming said entities.*
8. *Benchmark: Control Point "Crystal–1", a No.5 rebar with elevation 9555.32 feet.*
9. *Contour interval is one (1.0) foot.*
10. *No evidence of wetlands were observed during the course of this survey*
11. *The location of buried utilities and drainage structures are based on markings and information provided by others. All locations must be field verified prior to construction*
12. *Due to winter conditions, only visible improvements are shown on this survey. Any improvements buried under snow cover will not be shown.*

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.

edited by staff only to remove the development agreement.

2023.08.08 Lot 109R
Legal Documents

Attachment 1.a.i.2-10

Legal Table of Contents

- Amended and Restated Development Agreement - removed see Development Agreement as an exhibit to the ordinance.
- Amended and Restated Hotel Covenant
- Easement and License Documents
    - Easement Agreement (Pedestrian and Maintenance Access) – See Forever
    - Easement Amendment (Plaza Usage)
    - Easement Amendment (Permanent Structures)
    - Easement Amendment (Vehicular Access)
    - Easement Agreement (Utilities)
    - License Amendment/Partial Termination (Utilities)
    - Termination of Easement (Mountain Village Boulevard Work)
    - Amendment to Pedestrian Access Easement Reserved in Deed to Tract 89-A

AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
(Hotel Operator and Hotel Amenities, Facilities and Services Covenant)

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS ("**Declaration**") is made as of _____, 2023 ("**Effective Date**") by Tiara Telluride, LLC, a Colorado limited liability company ("**Declarant**").

DEFINITIONS

Unless otherwise provided for herein, all capitalized but undefined terms used in this Declaration shall have the meanings set forth in the CDC (defined below). In addition, the following terms shall have the meanings for them set forth below ("**Definitions**"). Each of the Definitions: (a) form a portion of the basis of this Declaration; and (b) are incorporated in this Declaration.

A. "**Act**" or "CCIOA" shall mean the Colorado Common Interest Ownership Act, Colorado Revised Statutes 38-33.3-101 through 38-33.3-402, as amended and supplemented from time to time, or any successor legislation to these statutes.

B. "**Affiliate**" means with respect to any specified Person, any other Person controlling, controlled by or under common control with such Person. For the purposes of this definition, "control" means the power to direct the management and policies of a Person, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

C. "**Application**" shall collectively mean the various land use applications including the Major PUD Amendment Application and the Major Subdivision Application, as those terms are defined in the Town Council Approval Ordinance, as well as plans, drawings, specifications, narratives, reports, studies and other materials prepared by Declarant and submitted to the Town, plus all statements and representations of Developer and its representatives at the public hearings before the DRB and Town Council, but only including such hearings occurring after the DRB meeting of December 1, 2022, concerning the development of the Project on the Property.

D. "**Building Regulations**" shall mean the Mountain Village Building Regulations adopted by the Town set forth in Section 17.7 of the CDC, as amended through the Effective Date.

E. "**Business Day**" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of Colorado are authorized or required by law or other governmental action to close.

F. "**CCIOA Condominium Unit**" shall mean a Unit Owner's fee simple interest in and to an Individual Airspace Unit, together with an undivided interest in the Common Elements appurtenant to the Individual Airspace Unit and shall include the Hotel Facilities Unit, Residential Condominium Units, Employee Housing Unit and Commercial Condominium Units.

G. "**CDC**" or "**Community Development Code**" shall mean the Mountain Village Municipal Code Title 17 Community Development Code

H. "**Commercial Condominium Units**" shall mean each of those particular CCIOA Condominium Units specifically designed for commercial uses by the Project Condominium Documents and the Town Approvals.

I. "**Common Elements**" shall mean the common elements, including any limited common elements, formed in the Project Condominium and designated as such pursuant to the Project Condominium Documents.

J. "**Declarant**" shall mean Tiara Telluride, LLC, a Colorado limited liability company and its successors and assigns.

K. "**Design Regulations**" shall mean the Mountain Village Design Regulations adopted by the Town set forth in the CDC.

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

M. "**Efficiency Lodge Units**" shall mean each of those Hotel Rooms included in the Project that are zoned and designated as an Efficiency Lodge Unit (within the meaning of the CDC) in the Town Approvals. Each of the fifty (50) Efficiency Lodge Units in the Project will be Hotel Rooms and all will be included in the Hotel Facilities Unit.

N. "**Employee Apartment**" shall mean each of those two (2) Employee Apartments included in the Project that are zoned and designated as an Employee Apartment (as defined in CDC) in the Town Approvals. The Employee Apartments are not Residential Condominium Units.

O. "**Employee Dorm**" shall mean each of those eighteen (18) Employee Dorms included in the Project that are zoned and designated as Employee Dormitory (as defined in the CDC) in the Town Approvals. Each Employee Dorm may contain up to three (3) individual beds. The Employee Dorms are not Residential Condominium Units.

P. "**Employee Housing Unit**" means the Employee Apartments, the Employee Dorms and associated shared kitchen, recreational facilities and laundry facilities and similar areas of the Project that are necessary for operation of the employee housing in the Project. The Employee Housing Unit will be condominiumized pursuant to the Project Condominium Documents as one CCIOA Condominium Unit and encumbered by the Employee Housing Restriction (as defined in the Project Development Agreement).

Q. "**Final PUD Plans**" shall mean the final plans, drawings and specifications for the Property and Project that have been approved by the DRB and the Town Council, as reflected in the Town Council Approval Ordinance.

R. "**Furniture Package**" shall mean those certain standard furnishing packages specified by Declarant (and upon creation of the Condominium Project, by the Owner of the Hotel

Facilities Unit) and the Hotel Operator for the Hotel Rooms and other Residential Condominium Units (exclusive of the Unrestricted Condominium Units).

S. "**Hotel Facilities Unit**" means the Hotel Rooms, Lobby/Reception 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 condominiumized pursuant to the Project Condominium Documents as one CCIOA Condominium Unit which may be owned by one entity that may change from time-to-time.

T. "**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 (30 days or less) usage purposes as part of the Rental Management Program.

U. "**Hotel Operator**" means the company initially retained by the Declarant (and upon creation of the Condominium Project, by the Owner of the Hotel Facilities Unit) and approved by the Town in the manner provided for in the Project Development Agreement to operate and manage the Hotel Facilities Unit and the Rental Management Program in the Project Condominium.

V. "**Hotel Rooms**" means each and all of those fifty (50) Efficiency Lodge Units located in the Project. Each and all of the Efficiency Lodge Units in the Project will be owned, operated, designated and dedicated only for use and occupancy for short-term accommodation (less than 30 consecutive days) by Hotel Guests in the Rental Management Program. The Efficiency Lodge Units will 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.

W. "**Individual Airspace Unit**" means that portion of a CCIOA Condominium Unit designated for separate ownership by a Unit Owner as depicted on the Condominium Map included within the Project Condominium Documents.

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

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

Z. "**Owner**" shall mean the owner of the Property. Upon recordation of the Project Condominium Documents "Owner" shall mean and refer to each of the Unit Owners of the CCIOA Condominium Units created thereby.

AA. "**Person**" shall mean any individual, corporation, partnership, limited liability company, limited liability partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

BB. "**Project**" shall mean the development of a certain mixed-use hotel, residential condominium and commercial project on the Property in accordance with the Town Approvals. The Project shall consist of: a minimum of the fifty (50) Hotel Rooms zoned Efficiency Lodge

Units to be operated as part of the hotel and included as part of the Hotel Facilities Unit as required by the Project Development Agreement and as shown on the Final PUD Plans; thirty-one (31) Lodge Units; twenty (20) Unrestricted Condominium Units; approximately 22,609 sq. ft. of commercial space; and two (2) Employee Apartments and eighteen (18) Employee Dorms to be owned and operated as part of the Employee Housing Unit and subjected to the Employee Housing Restriction (as defined in and required by the Project Development Agreement), each as shown on the Final PUD Plans.

CC. "**Project Association**" shall mean the non-profit corporation formed to manage the Project Condominium as contemplated by the Project Condominium Documents.

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

EE. "**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.

FF. "**Project Development Agreement**" shall mean that certain Amended and Restated Development Agreement executed by and between Declarant and the Town recorded at Reception No. _____ in the Official Records concerning the development of the Project.

GG. "**Project Operational Standards**" means the standards for operating the Project as determined by the Hotel Operator, in consultation with the Declarant (and upon creation of the Condominium Project, by the Owner of the Hotel Facilities Unit) 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 from time to time 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, updating 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 seasonally given due consideration to winter periods, summer periods and shoulder seasons between winter and summer periods.

HH. "**Property**" shall mean Lot 109R2, Town of Mountain Village, San Miguel County, Colorado according to the Replat.

II. "**Rental Management Program**" means the rental management and accommodations styled program operated in the Project by the Hotel Operator consisting of the Hotel Rooms and those Residential Condominium Units the Unit Owners of which have elected to participate in the Rental Management Program.

JJ. "**Replat**" shall mean that certain Replat entitled "Replat of Lot 109R and Tract _____" recorded *[concurrently with this Agreement] [or] [on _____, 2022 in Plat Book ____, Page _____, Reception No. _____ in the Official Records]*, establishing the boundaries of the Property.

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

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

MM. "**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 a major PUD amendment, variations/waivers, Replat, Rezone and the transfer of density to the Town density bank and creation of bonus density for workforce housing 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 Ordinance, the Project Development Agreement, the Replat, and this Declaration.

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

OO. "**Town Council Approval Ordinance**" shall mean Ordinance No. _____ adopted by the Town Council, approving the Major PUD Amendment and Conveyance of Portions of Village Center for the Project, which was recorded on _____ _____, 2023 at Reception No. _____ in the Official Records.

PP. "**Town Enforceable Restriction**" shall mean those provisions established in the Project Development Agreement and incorporated by reference into this Declaration and the Project Condominium Documents that run to the benefit of the Town, and may be specifically enforced by the Town and may not be modified without the prior written consent of the Town. The Town shall have the right, but no obligation, to enforce any Town Enforceable Restriction.

QQ. "**Unit Owners**" shall mean the respective owners, whether one or more persons, of fee simple title to each of the CCIOA Condominium Units.

RR. "**Unrestricted Condominium Units**" shall mean each of those Residential Condominium Units included in the Project that are zoned and designated as "Condominium" (as defined in CDC Section 17.8.1, which refers to a "zoning designation that means multifamily dwellings located in condominium community") in the Town Approvals.

RECITALS

The following recitals ("**Recitals**"): (a) form a portion of the basis of this Declaration; and (b) are incorporated in this Declaration.

A. Declarant is the current, fee simple owner of the Property.

B. Prior to the Replat, portions of the Property were platted as Lot 109R ("**Lot 109R**"), Town of Mountain Village, San Miguel County, Colorado according to the "**2011 Replat**" recorded on March 18, 2011, in Plat Book 1, Page 4455 at Reception No. 416994 in the Official Records.

C. The 2011 Replat was entered into in connection with the approval by Town Council for the Town of a PUD development on Lot 109R consisting of a mixed-use hotel, residential condominium and commercial project (the "**2010 Project**") by Resolution 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, recorded in the Official Records on December 10, 2010 at Reception No. 415339 (the "**2010 PUD Approval**"). In connection with the 2010 PUD Approval, then then-current owner of Lot 109R, MV Colorado Development Partners, LLC, a Texas limited liability company ("**2010 Lot 109R Owner**") and the Town entered into that certain Development Agreement, Lot 109R, Town of Mountain Village, Planned Unit Development recorded March 18, 2011 at Reception No. 416997 in the Official Records (the "**2011 Development Agreement**").

D. As required by the 2010 PUD Approval and 2011 Development Agreement, the 2010 Lot 109R Owner also made and entered into that certain Declaration of Covenants and Restrictions (Hotel Operator and Hotel Amenities, Facilities and Services Covenant) recorded March 18, 2011 at Reception No. 416998 in the Official Records (the "**2011 Hotel Covenant Declaration**") placing certain covenants on Lot 109R that would restrict the use and development of Lot 109R and the 2010 Project (the "**2011 Covenants**").

E. The Town approved the Replat and the Town Council Approval Ordinance, to accommodate certain changes to the 2010 Project. In connection with the foregoing, Tiara and the Town have entered into the Project Development Agreement, which amends and restates the 2011 Development Agreement.

F. Pursuant to the Town Approvals and the Project Development Agreement, the Town required the Declarant to amend and restate the 2011 Hotel Covenant Declaration and supersede and replace the 2011 Covenants with certain covenants on the Property that would restrict the use and development of the Property and the Project ("**Covenants**"). This request is satisfied with the execution, recordation and compliance with this Declaration by Declarant consistent with the Covenants stated herein. This is the Hotel Covenant referred to and contemplated by the Project Development Agreement.

G. The Town has executed this Declaration to acknowledge its consent to amendment and restatement of the 2011 Hotel Covenant Declaration and 2011 Covenants set forth therein and to acknowledge that the Covenants established in this Declaration satisfy the requirements for the Hotel Covenant as provided for in the Project Development Agreement and Town Approvals. The

Town is hereby deemed to be vested with an interest in the Property and Project sufficient to enable the Town to exercise its rights and remedies contained in this Declaration.

H. Nothing herein is intended to, nor shall it be construed as, forming a condominium regime for the Project under the Act.

COVENANTS/RESTRICTIONS

NOW, THEREFORE, with the consent of the Town, Declarant hereby declares that this Declaration amends and restates and supersedes and replaces in its entirety the 2011 Hotel Covenant. The Property and Project shall be owned, held, sold, used and conveyed subject to the Covenants which shall run with title to Property and Project.

1. **Requirements and Restrictions Relative to Facilities and Related Services**.

1.1. Required Facilities and Services. The Project must contain the required facilities and related services listed in this Section 1.1 below ("**Required Facilities and Services**") which shall be operated and designed consistent with the Town Approvals and the Project Operational Standards. The provisions of this Section 1.1 shall, upon creation of the Project Condominium by recordation in the Official Records of the Condominium Declaration and Condominium Map, burden the Hotel Facilities Unit; the Owner of the Hotel Facilities Unit shall have the burdens imposed by this Section 1.1; and neither the Project Association nor any other Unit Owner will be responsible for compliance with this Section 1.1; provided, however, that some of the Required Facilities and Services may be accommodated within one or more Commercial Condominium Units. Notwithstanding the foregoing, certain Required Facilities and Services may be located within portions of the Project other than the Hotel Facilities Unit.

1.1.1. Lobby/Reception Area.

(a) A centrally located "**Lobby/Reception Area**", proximate to the main lobby and entryway into the Project generally consistent with the location and area designated in the Final PUD Plans.

(b) The Lobby/Reception Area shall be appropriately designed, sized, constructed and operated to accommodate the intended use as a Lobby/Reception Area.

(c) The Lobby/Reception Area will be allocated to and for the use of the Hotel Operator to enable it to undertake the Rental Management Program operated in the Condominium Project.

(d) The Lobby/Reception Area will include a "**Front Desk**" that must be appropriately staffed on a full-time basis to accommodate Unit Owners of Residential Condominium Units and Hotel Guests.

(e) The staff at the Front Desk will be trained to offer concierge services, which shall include, at a minimum, the provision of general assistance and advisory services to Unit Owners of Residential Condominium Units and Hotel Guests concerning the

identification of and, where applicable, the provision of reservation services for local recreational, dining, transportation and other similar services.

(f) Access to all of the Hotel Rooms and each of those Residential Condominium Units that are then included in the Rental Management Program by any Unit Owner of Residential Condominium Units or Hotel Guest will require keys, access cards or similar devices available only at the Front Desk or through electronic device applications and valid only during the scheduled stay of the Unit Owner of Residential Condominium Units or Hotel Guest.

1.1.2. Operational Space for Rental Management Program.

(a) Suitable "back of house" space will be established and located in the Project to serve the operational needs of the Rental Management Program in line with industry standards and norms. The "back of house" space will be generally consistent with the location and area designated in the Final PUD Plans.

(b) Customary bellman services or, alternatively, a guest experience manager who can be contacted through an electronic device application to provide a number of services including those traditionally provided by a bellman, in line with industry standards and norms will be provided to all Hotel Guests staying in the Hotel Rooms and for Unit Owners of Residential Condominium Units or Hotel Guests for those Residential Condominium Units included in the Rental Management Program.

(c) Housekeeping/maid service, including daily housekeeping services, will be provided to all Hotel Guests staying in the Hotel Rooms and will be available for Unit Owners of Residential Condominium Units or Hotel Guests for those Residential Condominium Units included in the Rental Management Program.

1.1.3. Restaurant.

(a) One or more restaurants with appropriate areas for seating, kitchen, preparation and storage will be established and located in the Project and the restaurant will be accessible to all Unit Owners of Residential Condominium Units, Hotel Guests and the general public. The size and location of the restaurants will be generally consistent with the location and area designated in the Final PUD Plans.

(b) One or more restaurants or a separate kitchen dedicated to providing room service will operate in a coordinated manner with the Hotel Operator or an affiliate thereof to provide room service to each of the Hotel Rooms and Residential Condominium Units during the regular business hours of the restaurant or dedicated room service kitchen.

1.1.4. Bar/Lounge. A "Bar/Lounge" will be established and located in the Project and will be accessible to all Unit Owners of Residential Condominium Units, Hotel Guests and the general public. The Bar/Lounge may be located separately from the area or areas assigned to restaurant uses depending upon the requirements of the Hotel Operator or an affiliate thereof.

1.1.5. Spa and Fitness Center.

(a) A spa/fitness center will be established and located in the Project and will be accessible to all Unit Owners of Residential Condominium Units and Hotel Guests. A spa/fitness center will consist of various facilities and services appropriate for the Hotel based upon industry standards and needs, which shall include a fitness/exercise area with suitable equipment, massage and similar personal treatment services, Jacuzzi/hot tub, locker rooms. The size and location of the spa/fitness center will be generally consistent with the location and area designated in the Final PUD Plans.

(b) Some or all of the components of the spa/fitness center shall be made available to the general public.

(c) The spa/fitness center will offer preferential use and service packages for Unit Owners of Residential Condominium Units and Hotel Guests.

(d) Usage fees and charges for the use of the spa/fitness center and related services are contemplated and allowed.

1.1.6. Pool.

(a) A small social pool and potentially associated amenities will be located in the Project and will be accessible to all Unit Owners of Residential Condominium Units and Hotel Guests.

(b) Some or all of the components of the pool shall be made available to the general public, usage fees and charges for the use of the pool and related services are contemplated and allowed.

(c) Beverage service to the pool area will be made available to all Unit Owners of Residential Condominium Units, Hotel Guests and the general public.

1.1.7. Business Services. A business center will be established and located in the Project and will be accessible for Unit Owners of Residential Condominium Units and Hotel Guests or, alternatively, a guest experience manager who can be contacted through an electronic device application will coordinate accommodation of the business-related needs of Unit Owners of Residential Condominium Units and Hotel Guests.

1.1.8. Retail Store. A retail store will be established and located in the Project and will be accessible for Unit Owners of Residential Condominium Units and Hotel Guests and the general public.

1.1.9. Miscellaneous Facilities and Services. The following services and any facilities necessary to undertake the services will be provided:

(a) When the tandem parking spaces and level G3 parking spaces, accessible via two proposed vehicle elevators, shown on the Final PUD Plan are utilized, valet parking for such spaces will be provided by the Owner of the Hotel Facilities Unit (or Hotel Operator) or the Project Association.

(b) Ski valet services, including storage, handling and services of ski equipment, will be provided for Unit Owners of Residential Condominium Units and Hotel Guests.

(c) Shuttle services will be available for Unit Owners of Residential Condominium Units, Hotel Guests, and employees associated with the Project for transport locally and to the Montrose and Telluride airports.

1.2. Changes to Required Facilities and Services. The Town may agree to amending the Required Facilities and Services from time to time as a major PUD amendment pursuant to the CDC and subject to the CDC variation regarding PUD Amendments set forth in Section 2.4.c of the Town Council Approval Ordinance.

1.3. Town Enforceable Restriction. The requirements of this Section 1 will be incorporated by reference into the Project Condominium Documents and identified therein as a "**Town Enforceable Restriction**" encumbering the Hotel Facilities Unit.

2. Requirements and Restrictions Relative to the Hotel Operator and Rental Management Program. The Project shall incorporate the requirements and restrictions concerning the Hotel Operator and Rental Management Program set forth in this Section 2 ("**Rental Management Restrictions**"), which shall be operated and designed by Hotel Operator consistent with the Town Approvals and the Project Operational Standards. Except as otherwise specifically provided in this Section 2, the provisions of this Section 2 shall, upon creation of the Project Condominium by recordation in the Official Records of the Condominium Declaration and Condominium Map, burden the Hotel Facilities Unit; the Owner of the Hotel Facilities Unit shall have the burdens imposed by this Section 1.2; and neither the Project Association nor any other Unit Owner will be responsible for compliance with this Section 1.2.

2.1. Requirement to Retain Hotel Operator.

2.1.1. A qualified, professional Hotel Operator meeting the requirements for the Hotel Operator set forth in the Project Development Agreement and the Town Approvals, initially appointed by Declarant (and upon creation of the Condominium Project, by the Owner of the Hotel Facilities Unit), subject to Town approval as set forth in the Project Development Agreement Section 5.1 (B), will be retained to operate and manage the Rental Management Program for all of the Hotel Rooms and for each of the participating Residential Condominium Units.

2.1.2. The terms and conditions of the appointment of the Hotel Operator will be reflected in a "**Hotel Management Agreement**". The Hotel Management Agreement will provide that the initial term of the services to be provided by the Hotel Operator will be for a period of no less than ten (10) years, subject to termination rights for breach of the Hotel Management Agreement. Hotel Operator shall provide a written certification to the Town confirming that Hotel Operator has reviewed the Town Approvals, including the Project Development Agreement and this Declaration and is familiar with the terms and conditions of such documents as it relates to the services being undertaken by Hotel Operator.

2.1.3. The Hotel Operator shall be responsible for the implementation, management and operation of the Rental Management Program, including the marketing of each of the Hotel Rooms and those Residential Condominium Units included in the Rental Management Program consistent with the Project Operational Standards. The Rental Management Program is intended to manage, market and promote the Project and the use and occupancy of the Hotel Rooms and the Residential Condominium Units as short-term (less than 30 days) accommodation styled rooms by those Unit Owners of Residential Condominium Units who have elected to include their respective Residential Condominium Units in the Rental Management Program.

2.1.4. The Hotel Operator will have use and control of the Front Desk to undertake the Rental Management Program.

2.1.5. Priority shall be given to retain a Hotel Operator experienced in managing and marketing similar, service-intensive lodging properties.

2.1.6. The Hotel Operator or an affiliate thereof may also be retained to manage and run the Project Condominium, including the Common Elements and the Project Association consistent with the Project Condominium Documents.

2.1.7. In the event that the services of the Hotel Operator are suspended or terminated or the term of the Hotel Management Agreement expires, a qualified, professional replacement Hotel Operator meeting the requirements set forth in the Project Development Agreement will be retained subject to Town approval as required in Section 5.1.B of the Project Development Agreement.

The requirements of this Section 2.1 will be incorporated by reference into the Project Condominium Documents and identified therein as a "**Town Enforceable Restriction**" encumbering the Hotel Facilities Unit.

2.2. Rental Management Program.

2.2.1. The Project Condominium Documents shall allow for the operation of a Rental Management Program in the Project Condominium. This Section 2.2 shall be binding on the Project Association and all CCIOA Condominium Units within the Project Condominium.

2.2.2. All of the Hotel Rooms must be included in the Rental Management Program.

2.2.3. The Project Condominium Documents and the Hotel Management Agreement as well as the Hotel Operator, Declarant and Project Association must allow each of the Unit Owners of Residential Condominium Units to include their respective Residential Condominium Units in the Rental Management Program operated by the Hotel Operator in the Condominium, subject to continuing compliance with the Unit Rental Agreement. This Section 2.2.3, to the extent it applies to the Project Condominium Documents, shall be binding on the Project Association and all CCIOA Condominium Units within the Project Condominium.

2.2.4. Nothing herein is intended to require or obligate Unit Owners to place their Residential Condominium Units in the Rental Management Program or to use the Hotel

Operator to rent their Residential Condominium Unit if they elect to rent the unit or to prohibit a Unit Owner of a Residential Condominium Unit from making such Unit Owner's Residential Condominium Unit available for rent other than through the Rental Management Program. Notwithstanding the foregoing, Unit Owners who do not elect to place their Residential Condominium Units in the Rental Management Program will not be permitted to operate, own, manage or promote the rental of such Unit Owner's Residential Condominium Unit using the Hotel Operator's name, trademark, service mark or commercial symbol designated from time to time for the Project.

2.2.5. Each Unit Owner who elects to include such Unit Owner's Residential Condominium Unit in the Rental Management Program with the Hotel Operator must execute a separate "**Unit Rental Agreement**" with the Hotel Operator. The Unit Rental Agreement for each Residential Condominium Unit included in the Rental Management Program shall authorize the Hotel Operator to include, operate and manage the Unit Owners' Residential Condominium Unit in the Rental Management Program consistent with the terms and conditions of this Declaration.

The requirements of this Section 2.2 will be incorporated by reference into the Project Condominium Documents and identified therein as a "**Town Enforceable Restriction**" binding on all the CCIOA Condominium Units and the Project Association.

2.3. Staffing. The Hotel Operator, in consultation with the Declarant (and upon creation of the Condominium Project, by the Owner of the Hotel Facilities Unit) and the Project Association, shall retain or cause to be retained sufficient staffing and equipment to operate and manage the Required Facilities and Services and the Rental Management Program consistent with this Declaration, but subject to the Project Operational Standards (defined below).

The requirements of this Section 2.3 will be incorporated by reference into the Project Condominium Documents and identified therein as a "**Town Enforceable Restriction**" encumbering the Hotel Facilities Unit.

3. Requirements and Restrictions Relative to Residential Condominium Units. Each of the Residential Condominium Units, except for the Unrestricted Residential Condominium Units, will be owned, used and operated consistent with the requirements and restrictions set forth below ("**Residential Condominium Units Use Restrictions**"). Except as otherwise specifically provided in this Section 3, the provisions of this Section 3 shall, upon creation of the Project Condominium by recordation in the Official Records of the Condominium Declaration and Condominium Map, burden each Residential Condominium Unit; the Owner of each Residential Condominium Unit shall have the burdens imposed by this Section 3 with respect to such Residential Condominium Unit; and neither the Project Association nor any other Unit Owner will be responsible for compliance with this Section 3 relative to another Residential Condominium Unit.

3.1. Standard Furnishing Package for All Lodge and Efficiency Lodge Units. Declarant (and upon creation of the Condominium Project, by the Owner of the Hotel Facilities Unit), in consultation with the Hotel Operator, will establish uniform Furniture Packages that will be provided for each of the Hotel Rooms and Residential Condominium Units (exclusive of the

Unrestricted Condominium Units). 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. 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 contracts for a Residential Condominium Unit from Declarant (exclusive of the Unrestricted Condominium Units), a Unit Owner will be required to select one of the variations of the Furniture Package to be included in their Residential Condominium Unit. The purchase price for each Residential Condominium Unit (exclusive of the Unrestricted Condominium Units) sold by Declarant 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, for so long as such Unit Owner's Residential Unit is participating in the Rental Management Program: (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 unless the purchaser of the Unrestricted Condominium Unit elects to purchase a Furniture Package.

3.2. Kitchens.

3.2.1. Efficiency Lodge Units may contain limited kitchen facilities, which may include a sink, microwave, two-element burner, six (6) cubic foot (maximum) refrigerator, trash compactor and garbage disposal. The use of stoves, ovens and/or dishwashers or other large kitchen appliances or equipment in an Efficiency Lodge Unit is precluded. The provisions of this Section 3.2.1 shall, upon creation of the Project Condominium by recordation in the Official Records of the Condominium Declaration and Condominium Map, burden the Hotel Facilities Unit in which the Efficiency Lodge Units are located; the Owner of the Hotel Facilities Unit shall have the burdens imposed by this Section 3.2.1; and neither the Project Association nor any other Unit Owner will be responsible for compliance with this Section 3.2.1. The requirements of this

Section 3.2 will be incorporated by reference into the Project Condominium Documents and identified therein as a "**Town Enforceable Restriction**" encumbering the Hotel Facilities Unit.

3.2.2. There are no restrictions concerning the size or types of kitchen appliances and equipment used in Unrestricted Condominium Units or the Lodge Units.

3.3. Room Size, Layout and Orientation. The provisions of this Section 3.3 shall, upon creation of the Project Condominium by recordation in the Official Records of the Condominium Declaration and Condominium Map, burden each of the Residential Condominium Units, except for the Unrestricted Condominium Units; the Owner of each of the Residential Condominium Units (except for the Unrestricted Condominium Units) shall have the burdens imposed by this Section 3.3 with respect to such Owner's Residential Condominium Unit; and neither the Project Association nor any other Unit Owner will be responsible for compliance with this Section 3.3 with respect to a CCIOA Condominium Unit of which it is not an Owner.

3.3.1. The size, layout and orientation of each of the Residential Condominium Units, except for the Unrestricted Condominium Units, are generally indicated in the Town Approvals ("**Residential Condominium Unit Layout**").

3.3.2. The Residential Condominium Units will be designed, constructed, owned, used and operated substantially in accordance with the Residential Condominium Unit Layout.

3.3.3. Declarant covenants and agrees with the Town, for itself and all future Owners of each of the Residential Condominium Units, that unless approved in writing in advance by the Town as a major PUD amendment pursuant to the CDC (but subject to subject to the CDC variation regarding PUD Amendments set forth in Section 2.4.c of the Town Council Approval Ordinance): (a) no material changes shall be made to the boundaries of a Residential Condominium Unit; (b) no combining or subdividing of Residential Condominium Units, shall be allowed; (c) no material change, alteration or improvement shall be made to a Residential Condominium Unit, that involves altering (other than cosmetic alterations) or removing a weight bearing wall, any interior walls, doors or doorways, adding any connecting doorways or removing or altering (other than cosmetic alterations) any hallway entry door.

The requirements of this Section 3.3 will be incorporated by reference into the Project Condominium Documents and identified therein as a "**Town Enforceable Restriction**" encumbering the Residential Condominium Units.

3.4. Provision of Dedicated Hotel Rooms. Declarant (and upon creation of the Condominium Project, the Owner of the Hotel Facilities Unit) shall provide the fifty (50) Hotel Rooms, consisting of certain Efficiency Lodge Units, 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 Rooms shall be made available for exclusive use by Hotel Guests for only short-term accommodation (less than 30 days). 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 as provided in Section 17.4.7 of the CDC. The Town may agree to amendments to changes in the type, mix or configuration of the Hotel Rooms from time to time as a major PUD amendment pursuant to the CDC and subject to the CDC variation regarding PUD Amendments set forth in Section 2.4.c of the Town Council Approval Ordinance. Notwithstanding anything set forth above to the contrary, all changes pursuant to this Section must be made and subject to in compliance with the Act and the Condominium Declaration and approved by the Project Association as may be provided for in the Project Condominium Documents. The provisions of this Section 3.4 shall, upon creation of the Project Condominium by recordation in the Official Records of the Condominium Declaration and Condominium Map, burden the Hotel Facilities Unit; the Owner of the Hotel Facilities Unit shall have the burdens imposed by this Section 3.4; and neither the Project Association nor any other Unit Owner will be responsible for compliance with this Section 3.4. The requirements of this Section 3.4 will be incorporated by reference into the Project Condominium Documents and identified therein as a "**Town Enforceable Restriction**" encumbering the Hotel Facilities Unit.

4. **Application; Enforcement; Interpretation and Amendment of Covenants**.

4.1. Building Permit. Provision of the Project Required Facilities.

4.1.1. As part of its submission of an application seeking the issuance of a building permit ("**Project Building Permit**") for the Project, Declarant shall submit necessary and appropriate construction plans and specifications for the construction of the Project ("**Project Plans**"). Declarant shall cause the Project Plans, as practical, to depict and/or describe the physical components of the Required Facilities and Services, the Hotel Rooms and the Residential Condominium Units (collectively, the "**Project Required Facilities**").

4.1.2. Declarant shall cause the Project to be constructed in a manner that includes the Project Required Facilities in accordance with the construction plans and drawings submitted to and approved by the Town as part of the Project Building Permit.

4.2. INTENTIONALLY DELETED.

4.3. Reference of Declarations in the Project Condominium Documents. A reference to this Declaration and the Covenants relating to the provision of the Required Facilities and Services must be noted in the Project Condominium Documents. A draft of the Project Condominium Documents will be submitted to the Town for its review and approval, as a staff subdivision review per CDC Section 17.4.13.E.3 to be processed as a Class 1 application, prior to their execution and recordation in the Official Records. The review of the Project Condominium Documents by the Town shall be restricted to a determination that the Project Condominium Documents conform to these Covenants, the Project Development Agreement and the Town Approvals, unless the Town has created a new process to review and approve all condominium map subdivisions, in which case, the Town may review all of the condominium documents per any newly adopted process and associated criteria, provided that any such review is not in conflict with the Town Approvals or require Declarant to substantively alter the Project or any exactions required for the Project. In the event of a conflict, the Town Approvals shall control.

4.4. Standard of Performance. The Declarant (and upon creation of the Condominium Project, by the Owner of the Hotel Facilities Unit) and the Hotel Operator shall undertake its duties, obligations, functions and requirements hereunder in conformance with the Operational Standards, provided that Declarant (and upon creation of the Condominium Project, by the Owner of the Hotel Facilities Unit) and the Hotel Operator shall have full and complete authority and discretion, consistent with the goals and objectives of this Declaration and the terms and conditions of the Town Approvals to operate and manage the Project Required Facilities and Services, the Rental Management Program, the Residential Condominium Units Use Restrictions and to otherwise perform its duties, obligations and functions hereunder in their sole and respective discretion, based upon its good faith, commercially reasonable judgment, industry standards as well as the actual operational and/or Hotel Guest needs for the Project.

4.5. 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 Covenants established in the Declaration.

4.6. Amendment or Modification to Covenants. This Declaration and the Covenants contained herein may not be terminated, extinguished, suspended, modified or otherwise amended without the prior written approval and consent of the Declarant (and upon creation of the Condominium Project, by the Owner of the Hotel Facilities Unit), the Town and the Project Association.

4.7. Default. Remedies. Governing Law.

4.7.1. Declarant or an Owner (including the Project Association), as applicable (a "**Party**"), shall be "default" under this Declaration (and shall be a "**Defaulting Party**") if it:

(a) breaches any Covenant contained in this Declaration and binding on such Party and, (b), after receiving written notice of the breach ("**Notice of Default**") from the Town, fails to cure or commence diligently curing the breach within a commercially reasonable time stated in the Notice of Default (not less than five (5) days or more than thirty (30) days from the date of the Notice of Default depending on the nature of the violation). The Notice of Default contemplated by this Section shall clearly state and describe: (a) each section(s) of the Declaration which the Defaulting 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 this Declaration, and (d) the reasonable timeframe consistent with this Section within which time the alleged violation should be cured ("**Cure Completion Date**").

4.7.2. Following a failure to cure the default following the applicable Cure Completion Date, the Town may: (a) initiate an action to compel compliance by the Defaulting Party with this Declaration, including injunctive relief and specific performance; (b) pursue any and all other rights and remedies available under Colorado Law; and/or (c) take the necessary action itself to cause the obligation(s) in default to be performed, in which case the Town may recover from the Defaulting Party all damages as well as all costs and expenses reasonably incurred

to perform such obligation(s). All controversies, disputes or claims which arise from or relate to this Declaration shall be first submitted to a non-binding mediation.

4.7.3. In the event of any litigation or mediation, the substantially prevailing party shall collect its reasonable costs, expenses and fees, including reasonable expert fees and attorney's fees.

4.7.4. In the event litigation is commenced in connection with this Declaration, personal jurisdiction and venue for any civil action will be deemed to be proper only if such action is commenced in District Court for San Miguel County, Colorado. Each Party expressly waives its right to bring such action in or to remove such action to any other court whether state or federal.

4.7.5. This Declaration shall be governed by and construed in accordance with the laws of the State of Colorado.

4.7.6. The failure of the Town to insist upon strict performance of any term or provision of this Declaration or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

4.8. In the event one or more CCIOA Condominium Units or Common Elements are damaged or destroyed by fire or other casualty, the provisions of this Declaration will be held in abeyance with respect to the CCIOA Condominium Units or Common Elements (or portions thereof) so damaged or destroyed; provided, however, that the provisions of this Declaration will apply with full force and effect upon the repair or reconstruction of the CCIOA Condominium Units or Common Elements (or portions thereof) so damaged or destroyed.

5. **Miscellaneous**.

5.1. Recordation. This Declaration shall be recorded in the Office of the Clerk and Recorder of San Miguel County, Colorado.

5.2. Binding Effect. This Declaration shall inure to the benefit of the Town and its successors and assigns and shall be binding upon the Declarant, its successors and assigns as provided in Definition J, and the Owners as provided in Definition Z. This Declaration shall constitute an agreement running with the Property until modification or release by mutual agreement of the Town and the Declarant (and upon creation of the Condominium Project, by the Owner of the Hotel Facilities Unit) (except for the Owner of the Hotel Facilities Unit, 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 CCIOA Condominium Unit). This Declaration may be amended or supplemented by the Town and Declarant (and upon creation of the Condominium Project, by the Owner of the Hotel Facilities Unit) as a major PUD amendment pursuant to the CDC (but subject to subject to the CDC variation regarding PUD Amendments set forth in Section 2.4.c of the Town Council Approval Ordinance.

5.3. Several Liability Among Owners. The liability of any Owner hereunder is several (and not joint). Notwithstanding any other provision of this Declaration, in no event will any Owner be liable for any other Owner's breach of such other Owner's obligations under this Declaration.

5.4. Liability of Successors in Interest to a CCIOA Condominium Unit. Upon the transfer of ownership by an Owner of a CCIOA Condominium Unit owned by such Owner, liability of the transferor for the breach of any Covenant under this Agreement occurring on or with respect to the CCIOA Condominium Unit conveyed after the transfer will automatically terminate, and any transferee of such CCIOA Condominium Unit shall, by acceptance of the conveyance thereof, be deemed to have agreed to assume such liability from and after the date of the transfer.

5.5. No Third-Party Beneficiaries Other Than Owners and the Association. It is expressly understood and agreed that enforcement of the terms and conditions of this Declaration, and all rights of action relating to such enforcement, shall be strictly reserved to the Town, other Owners and the Association and nothing contained in this Declaration shall give or allow any other claim or right of action by any other or third person. It is the express intention of the Town and Declarant that any person other than the Town, Owners and Association receiving services or benefits under this Declaration shall be deemed to be an incidental beneficiary only.

5.6. Notices. Any notice to be given hereunder shall be in writing, addressed to the Town or the appropriate Party, and shall be delivered in person; by overnight delivery or courier service; or by the United States Postal Service (or any official successor thereto), certified mail, return receipt requested, with adequate postage prepaid. Such notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the date postmarked, but if mailed the time period for any required response shall run from the date of receipt by the addressee, as evidenced by the return receipt. Rejection or other failure by the addressee to accept the notice, or the inability to deliver the notice because of a change of address of which no notice was given, shall be deemed receipt of the notice on the third day following the date postmarked. The addresses of the Town, Declarant and Hotel Facilities Unit Owner to which notice is to be sent shall be those set forth below. The addresses of all other Unit Owners to which notice is to be sent shall be the address on file with the San Miguel County Assessor with respect to such Unit Owner's CCIOA Condominium Unit.

Such addresses may be changed by the Town, Declarant or Hotel Facilities Unit Owner by written notice to the other delivered in accordance with this Section.

Town:

Town of Mountain Village
Attn: Town Manager
455 Mountain Village Blvd., Suite A
Mountain Village, CO 81435

With copy to:

Garfield & Hecht, P.C.
Attn: David H. McConaughy
910 Grand Ave., Suite 201
Glenwood Springs, CO 81601

Declarant:

Tiara Telluride, LLC
Attn: Avani Patel
450 S. Old Dixie Hwy
Jupiter, FL 33458

With copy to:

Sherman & Howard L.L.C.
Attn: Cynthia M. Stovall
675 15th St. #2300
Denver, CO 80202
Fax: (303) 298-0940

Hotel Facilities Unit Owner:

Tiara Telluride, LLC
Attn: Avani Patel
450 S. Old Dixie Hwy
Jupiter, FL 33458
With copy to:

Sherman & Howard L.L.C.
Attn: Cynthia M. Stovall
675 15th St. #2300
Denver, CO 80202
Fax: (303) 298-0940

5.7. Severability. If any provision of this Declaration, or the application thereof to any circumstance, shall be held to be invalid, unenforceable, or void, the remainder of this Declaration and such provisions as applied to other circumstances shall remain in full force and effect, and such provision shall be enforced to fullest extent consistent with applicable law.

5.8. Captions. Section Headings. All headings; use of different type fonts; or boldfaced, italicize, or underlined words herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Declaration.

5.9. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter as the identity of the person or persons, firm, or corporation may in

the context require. The plural may include the singular and the singular may include the plural and this Declaration shall be interpreted in this regard as the context may require.

5.10. Conflicts Between Declaration and Project Development Agreement. Any conflict between the terms of the Project Development Agreement and this Declaration shall be resolved in favor of the most restrictive applicable term in either document.

5.11. Rights of Lenders. The Town is aware that financing for acquisition, development and/or construction, reconstruction or remodeling of the Project or portions thereof ("**Developer Loan**") may be provided in whole or in part, from time to time, by one or more lenders (each, a "**Lender**") and consents to the collateral assignment of this Agreement to any such Lender. A Successor by Foreclosure(defined below), in connection with a Foreclosure Event (defined below), shall be entitled to assume all of the rights and obligations of Developer under this Agreement and the Town shall recognize and otherwise permit such Successor by Foreclosure to assume all of the rights and obligations of Developer under this Agreement, provided that nothing contained in this Agreement shall create any duty, obligation or other requirement on the part of a Successor by Foreclosure to assume any of the duties and obligations of Developer under this Agreement unless the Lender by Foreclosure takes fee simple title to the Project through a Foreclosure Event, in which case the Successor by Foreclosure shall be bound by the terms and conditions of this Agreement. A "**Foreclosure Event**" means: (a) foreclosure under a Developer Loan, whether by judicial action or pursuant to nonjudicial proceedings; (b) any other exercise by a Lender of rights and remedies (whether under the deed of trust securing the Developer Loan or under applicable law, including bankruptcy law) as holder of the Developer Loan and/or as beneficiary under the deed of trust, as a result of which any Successor by Foreclosure (as hereinafter defined) becomes owner of the Property; or (c) delivery by Developer to such Lender (or its designee or nominee) of a deed or other conveyance of Developer's interest in Property in lieu of any of the foregoing. A "**Successor by Foreclosure**" means any party that becomes owner of the Property as the result of a Foreclosure Event.

[This space intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the Effective Date.

DECLARANT:

Tiara Telluride, LLC,
a Colorado limited liability company

By: _____ Date: _____

Printed Name: _____

Title: _____

STATE OF _____)
ss.
COUNTY OF _____)

Acknowledged and subscribed to before me this _____ day of _____. By _____, the _____ of Tiara Telluride, LLC.

Witness my hand and official seal:

_____ My commission expires: _____

THE UNDERSIGNED HEREBY ACKNOWLEDGES AND CONSENTS TO THIS DECLARATION, THE COVENANTS AND THE OTHER TERMS AND CONDITIONS STATED IN THIS DECLARATION.

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

By: _____ Date: _____
_____, Mayor

Printed Name: _____

By: _____ Date: _____
Paul Wisor, Town Manager

Printed Name: _____

STATE OF _____)
ss.
COUNTY OF _____)

Acknowledged and subscribed to before me this _____ day of _____. By _____, the Mayor of the Town of Mountain Village.

Witness my hand and official seal:

_____ My commission expires: _____

STATE OF _____)
ss.
COUNTY OF _____)

Acknowledged and subscribed to before me this _____ day of _____. By Paul Wisor, the Town Manager of the Town of Mountain Village.

Witness my hand and official seal:

_____ My commission expires: _____

EASEMENT AGREEMENT
(Pedestrian and Maintenance Access)

THIS EASEMENT AGREEMENT (Pedestrian and Maintenance Access) ("**Agreement**") is made effective as of _____, 2023 ("**Effective Date**") by and between Tiara Telluride, LLC, a Colorado limited liability company ("**Grantor**"), and Town of Mountain Village, a Colorado home rule municipality ("**Town**"). Grantor and Town are sometimes individually referred to as a "**Party**" and sometimes collectively as the "**Parties**".

RECITALS

A. Grantor is the current fee simple owner of Lot 109R2, Town of Mountain Village, San Miguel County, Colorado ("**Property**") according to Replat of Lot 109R and Tract OS-3BR-2R-1R recorded *[concurrently with this Agreement] [or] [on _____, 2022 in Plat Book ____, Page _____, Reception No. _____]* (the "**Replat**") in the Official Records of the Clerk and Recorder for San Miguel County, Colorado ("**Official Records**"), on which Grantor intends to construct a mixed-use, luxury hotel and residential condominium project (the "**Project**"). The Project consists of certain buildings, structures and other improvements (the "**Project Improvements**").

B. As of the Effective Date, there exists on the Property a concrete pedestrian walkway running from underneath Mountain Village Boulevard to the south across the Property and Tract OS-3BR-2R-1R (the "**See Forever Walkway**").

C. The Town is a public entity as defined in C.R.S. Section 24-10-103(5).

D. The Town authorized Grantor to develop the Project as evidenced by the Town's approval of the Replat as well as that certain Ordinance of Town Council of the Town recorded on _____, 202__ at Reception No. _____ and the Amended and Restated Development Agreement recorded on _____, 202__ at Reception No. _____, both in the Official Records (collectively, the "**Town Approvals**").

E. The Town Approvals contemplate that a condominium regime will be established on the Property following substantial completion of the Project. The Town Approvals also contemplate that certain items will be addressed in or concurrently with the recording of the Project condominium documents and that the provisions addressing such items will run to the benefit of the Town, may be specifically enforced by the Town and may not be modified without the prior written consent of the Town (each a "**Town Enforceable Restriction**").

F. The Town Approvals also (i) require an easement to be granted effective as of the Effective Date for the See Forever Walkway in its location as of the Effective Date; and (ii) impose a Town Enforceable Restriction requiring that, upon substantial completion of and recording of the Project condominium documents, the easement area encumbered by such easement will be relocated to the final as-built location (horizontally and vertically) of the "Pedestrian Accessway" depicted on the Final PUD Plans (as defined in the Town Approvals).

G. As required by the Town Approvals, Grantor desires to grant (i) to the Town, for the benefit of the Town and general public, a pedestrian access easement, and (ii) to the Town, an easement for access by small maintenance (utility) vehicles over and across: (i) as of the Effective Date, the existing See Forever Walkway as described on the attached Exhibit A and depicted on the attached Exhibit B (the "**Initial Easement Area**"); and (ii) upon recording of the Project condominium documents, in the final as-built location (horizontally and vertically) of the Pedestrian Accessway depicted on the Final PUD Plans and the attached Exhibit C (the "**Final Easement Area**"). The area encumbered by the above-described easements from time to time is referred to in this Agreement as the "**Easement Area**."

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the Parties agree as follows:

1. **Incorporation of Recitals**. The Recitals to this Agreement are incorporated into and shall constitute a part of this Agreement.

2. **Grant of Easement**.

2.1. Granter hereby grants and conveys to the Town a perpetual, non-exclusive easement for hiking and other pedestrian access, including walking dismounted bicycles (the "**Pedestrian Access Easement**"), and an easement for access by small maintenance vehicles (utility vehicles) (the "**Maintenance Easement**" and together with the Pedestrian Access Easement, the "**Easements**" and the uses authorized therefor by this sentence being the "**Authorized Uses**") on, over and across the Initial Easement Area. In the event of and upon substantial completion of construction of the Project and recording of the Project condominium documents, the Easements shall be deemed to be terminated and released from the Initial Easement Area and shall instead be located on, over, under, across and through the Final Easement Area as identified on the condominium map for the Project approved by the Town as required by the Town Approvals. The Parties acknowledge and agree that the exact location and dimensions of the Final Easement Area may be altered from that depicted on Exhibit C and the Final PUD Plans with the Town's approval pursuant to the Town's Community Development Code.

2.2. The Easements are granted for the limited purposes specified above and neither the Town nor the public shall have the right to use the Easement Area for any other or additional use or purpose, except as may be authorized from time to time by other written agreement. The Maintenance Easement and rights to use the Easement Area for access by small maintenance vehicles (utility vehicles) shall run for the benefit of and be used by the Town only and shall not be available to the public for such purposes.

2.3. Grantor expressly reserves unto itself, the right to: (A) use and enjoy the land where the Easement Area is located from time to time for all lawful purposes that will not unreasonably interfere with the rights and interests hereby granted to Town; and (B) grant additional easements, licenses, or rights-of-way upon or across the Easement Area to other persons or entities. In exercising these reserved rights, Grantor acknowledged and agrees that such usage or authorizations will not unreasonably interfere with or disturb the rights granted to Town hereunder.

2.4. Grantor may temporarily close the Easement Area for purposes of constructing the Project provided that alternative access is provided during such period in accordance with the construction mitigation plan approved by the Town as part of the Town Approvals or otherwise. In addition, Grantor may temporarily close the Easement Area at any time and from time to time to make repairs or changes to the Easement Area or the Project as, in its reasonable judgment may be necessary or desirable; provided, however, that (a) such work shall be performed in compliance with all applicable laws and the Town Approvals, (b) such work shall be undertaken in a manner that reasonably minimizes any interference with the use of the Easements by the Town and public (as applicable), and (b) for the duration of any period during which the Easement Area is closed for the Authorized Uses, Grantor shall provide an alternative means of access.

2.5. The rights, duties and obligations of the Grantor hereunder are contemplated to be incorporated into the condominium documents for the Project.

3. **Documenting Relocation of Easement Area**. Notwithstanding the automatic termination and release of the Easements from the Initial Easement Area and encumbrance of the Final Easement Area with the Easements as provided in Section 2.1 above, in the event and upon substantial completion of construction of the Project and recording of the Project condominium documents, at the request of either Party and at the expense of Grantor, the Parties will execute and record in the Official Records an amendment to this Agreement to evidence the relocation of the Easement Area to the Final Easement Area and the relinquishment and termination by the Town of any rights it may have had in the Initial Easement Area pursuant to this Agreement.

4. **Indemnities and Insurance; Governmental Immunity**. Any financial obligations of the Town under the Agreement, shall at all times be subject to annual budgeting and appropriation by the Town Council in its discretion and shall not be deemed to be multiple-fiscal year direct or indirect debt or other prohibited financial obligations within the meaning of Article X, Section 20(4) of the Colorado Constitution. Nothing in the Agreement shall be construed as a waiver or limitation on Town's governmental immunity.

5. **Miscellaneous**.

5.1. **Runs with the Land, Successors and Assigns**. The easement, benefits and rights granted and agreed to herein and the burdens, duties and obligations imposed and

agreed to herein shall run with the land and shall be a benefit of and burden upon the Property on the one hand, and the Town as an easement in gross on the other hand, as applicable, during the term of this Agreement. Further, the easement, benefits and rights granted and agreed to herein and the burdens, duties and obligations imposed and agreed to herein shall be binding upon and shall inure to the benefit of, and be a burden upon, the designees, successors, and assigns of all of the Parties to this Agreement during the term of this Agreement. The Easements and the rights and obligations of the Town under this Agreement may be assigned only to another public entity as defined in C.R.S. Section 24-10-103(5).

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

5.3. **Performances**. Time is of the essence of this Agreement and for the performance of each of the duties and obligations provided herein.

5.4. **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**").

5.5. **Governing Law. Remedies. 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. A Party may pursue any and all available remedies under applicable law. 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. A Default under the Agreement by the Responding Party shall not give the Claiming Party the right to terminate the License granted in the Agreement.

5.6. **Severability**. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Tf any provision of this Agreement shall be found invalid or unenforceable, this shall not affect the validity of the remaining provisions of this Agreement, and the remaining provisions shall remain in full force and effect.

5.7. **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 or their successors and assigns. 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.

5.8. **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.

5.9. **Notice**. Any notice or other communication to any party given under this Agreement will be effective only if in writing and shall be deemed received (i) upon receipt when personally delivered; (ii) on the next business day after deposit when sent by a nationally recognized overnight courier service, charges prepaid and properly addressed, for next business day delivery; or (iii) upon confirmation of successful transmission to each recipient's electronic mail, when sent by electronic mail and if confirmed in writing sent by the methods specified in clauses (i) or (ii) of this Section), respectively, to whichever of the following addresses is applicable:

Town: Town of Mountain Village Attention: Town Manager 455 Mountain Village Blvd., Suite A Mountain Village, CO 81435 Email: _____	**With copy to**: Garfield & Hecht Attn: David H. McConaughy 910 Grand Avenue, Suite 201 Glenwood Springs, CO 81601
Grantor: Tiara Telluride, LLC c/o Lalchandani Simon PL 25 SE 2nd Avenue, Suite 1020 Miami, FL 33131 Email: _____	**With copy to**: Sherman & Howard L.L.C. Attn: Cynthia M. Stovall 675 15th Street #2300 Denver, CO 80202

Notices must be addressed as set forth above, but each party may change its address by written notice in accordance with this Section.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

Tiara Telluride, LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged, subscribed, and sworn to before me this _____ day of _____, 20___ by _____ as _____ of Tiara Telluride, LLC, a Colorado limited liability company.
Witness my hand and official seal.

_____ My commission expires: _____
Notary Public

(Signature Page to Easement Agreement (Pedestrian and Maintenance Access))

TOWN:

Town of Mountain Village, a Colorado
home rule municipality

By: _____
Laila Benitez, Mayor

Date: _____

Attest: _____

By: _____
Paul Wisor, Town Manager

Date: _____

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

Acknowledged, subscribed, and sworn to before me this _____ day of _____, 20___ by Laila Benitez as the Mayor of Town of Mountain Village.

Witness my hand and official seal.

_____ My commission expires: _____
Notary Public

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

Acknowledged, subscribed, and sworn to before me this _____ day of _____, 20___ by Paul Wisor as the Town Manager of Town of Mountain Village.

Witness my hand and official seal.

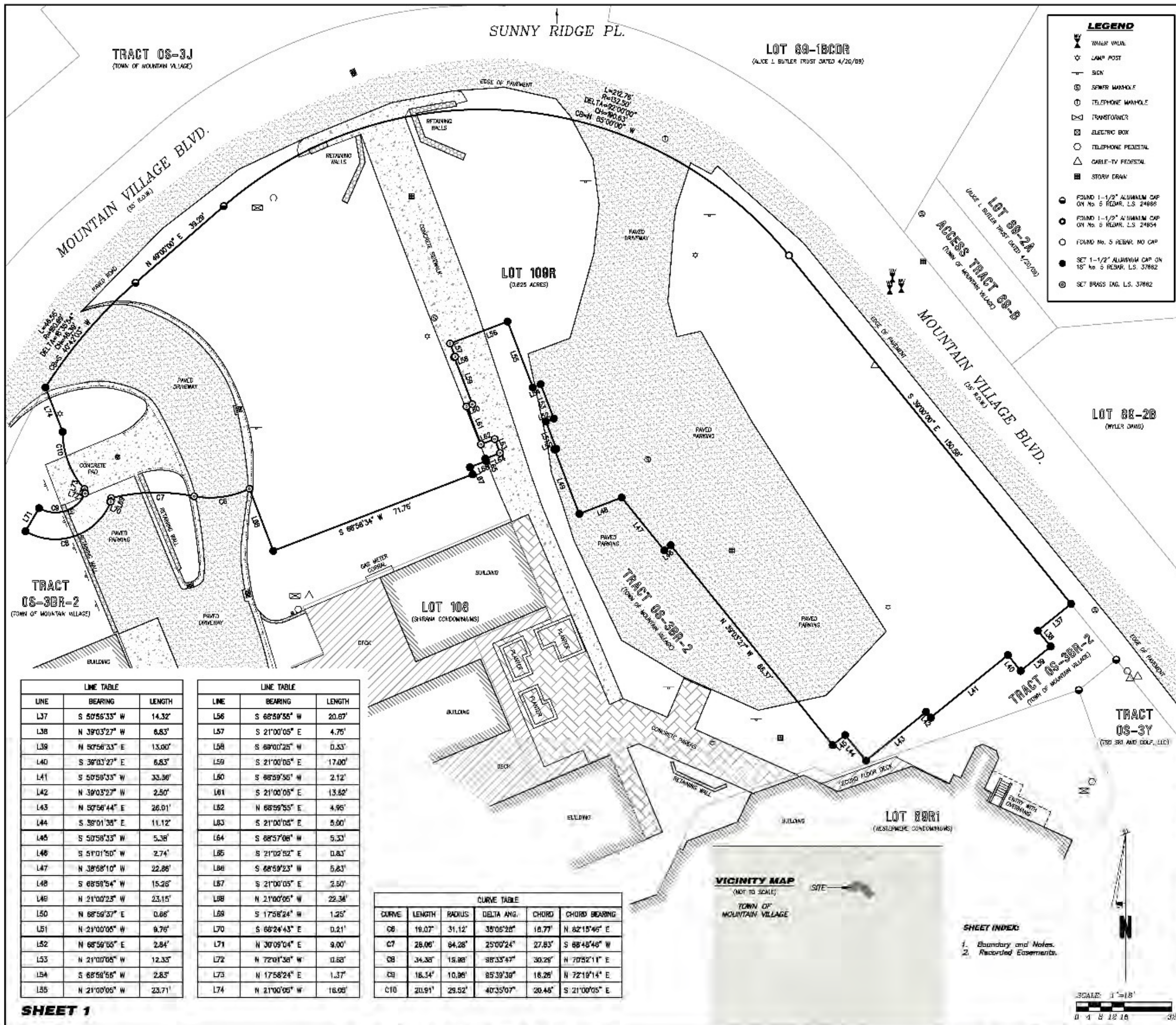
_____ My commission expires: _____
Notary Public

(Signature Page to Easement Agreement (Pedestrian and Maintenance Access))

EXHIBIT "A"
(DESCRIPTION OF INITIAL EASEMENT AREA)

[To be inserted.]

EXHIBIT "B"
(DEPICTION OF INITIAL EASEMENT AREA)



LINE TABLE		
LINE	BEARING	LENGTH
L37	S 50°56'33" W	14.32'
L38	N 39°03'27" W	6.83'
L39	N 50°56'33" E	13.00'
L40	S 39°03'27" E	6.83'
L41	S 50°56'33" W	33.36'
L42	N 39°03'27" W	2.50'
L43	N 50°56'44" E	26.01'
L44	S 39°01'38" E	11.12'
L45	S 50°56'33" W	5.38'
L46	S 51°01'50" W	2.74'
L47	N 38°58'10" W	22.86'
L48	S 68°59'54" W	15.26'
L49	N 21°00'23" W	23.15'
L50	N 68°59'37" E	0.66'
L51	N 21°00'05" W	9.76'
L52	N 68°59'55" E	2.84'
L53	N 21°00'05" W	12.33'
L54	S 68°59'55" W	2.83'
L55	N 21°00'05" W	23.71'

LINE TABLE		
LINE	BEARING	LENGTH
L56	S 68°59'55" W	20.67'
L57	S 21°00'05" E	4.75'
L58	S 69°00'25" W	0.33'
L59	S 21°00'05" E	17.00'
L60	S 68°59'55" W	2.12'
L61	S 21°00'05" E	13.62'
L62	N 68°59'55" E	4.95'
L63	S 21°00'05" E	5.00'
L64	S 68°57'06" W	5.33'
L65	S 21°02'52" E	0.83'
L66	S 68°59'23" W	5.83'
L67	S 21°00'05" E	2.50'
L68	N 21°00'05" W	22.36'
L69	S 17°58'24" W	1.25'
L70	S 68°24'43" E	0.21'
L71	N 30°09'04" E	9.00'
L72	N 72°01'36" W	0.68'
L73	N 17°58'24" E	1.37'
L74	N 21°00'05" W	16.06'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA ANG.	CHORD	CHORD BEARING
C6	19.07'	31.12'	35°06'26"	18.77'	N 82°15'46" E
C7	28.06'	64.28'	25°00'24"	27.83'	S 68°48'46" W
C8	34.38'	15.98'	98°33'47"	30.28'	N 70°52'11" E
C9	18.34'	10.98'	95°39'39"	16.28'	N 72°19'14" E
C10	20.91'	29.52'	40°35'07"	20.48'	S 21°00'05" E

SHEET 1

SHEET INDEX:

1. Boundary and Notes.
2. Recorded Easements.

SURVEYOR'S CERTIFICATE:

To Land Title Guarantee Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1,2,3,4,5,6,7a,8,9,10, and 11 of Table A thereof. The field work was completed on November 01, 2018.

Date: December 4, 2018

COLORADO REGISTERED DAVID R. BULSON 37662 PROFESSIONAL LAND SURVEYOR

David R. Bulson PLS 37662

LEGAL DESCRIPTION:

LOT 109R, A REPLAT OF LOTS 73 – 76R, 109, 110, TRACT 89–A AND TRACT OS–3BR–1, TOWN OF MOUNTAIN VILLAGE, ACCORDING TO THE PLAT RECORDED MARCH 18, 2011 IN PLAT BOOK 1 AT PAGE 4455,

COUNTY OF SAN MIGUEL, STATE OF COLORADO.

NOTES:

1. VESTED RIGHTS. Approval of this Replat is creating certain vested property right pursuant to Article 68 of Title 24, C.R.S., as amended and Town of Mountain Village Land Use Ordinance Section 4–6 and Article 6, as further and particularly provided for in the Town Approval Documents.

2. TITLE COMMITMENT. Easement research from Land Title Guarantee Company, Order Number ABS86008347–2, dated August 09, 2018 at 5:00 P.M.

3. BASIS OF BEARINGS. The bearing from monument "Overpass" to monument "Rim" as such are depicted hereon was assumed to bear N31°16'24"W from Telluride Mountain Village project bearings.

4. NOTES OF CLARIFICATION.

a. The Configuration of the following lots, tracts, and right–of–way have been modified by this Replat: None

b. The following lots and tracts have been created by this Replat: Lot 109R and Tract OS–3BR–2

c. The following lots and tracts have been deleted by this Replat: Lot 73–76R, Lot 109, Lot 110, Tract 89–A and Tract OS–3BR–1

5. The approval of this Replat vacates all prior plats concerning the Company Property and the Town Property.

6. NOTICE: According to Colorado law, you must commence any legal action based upon 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.

7. LOT/TRACT AREAS:

Lot/Tract(former)	Area Prior to Replat
Tract 89–A	0.020 acres
Lot 73–76R	0.141 acres
Lot 109	0.092 acres
Lot 110	0.077 acres
Tract OS–3BR–1	2.464 acres
Total	2.794 acres

Lot/Tract(created by this replat)	Area After Replat
Lot 109R	0.825 acres
Tract OS–3BR–2	1.969 acres
Total	2.794 acres

8. EASEMENTS (BLANKET OVER LOTS 73–76R)

a. Property subject to an "Underground Parking Admendment" to Telluride Mountain Village, Filing 1, as per Book 455 at pages 550–592.

9. EASEMENTS (BLANKET OVER LOTS 109, 110 AND TRACT 89–A)

a. Property (LOTS 109 and TRACT 89–A) subject to an "underground parking amendment" to Replat No. 3, Telluride Mountain Village, Filing 1, as per Book 455 at pages 550–594.

b. Property (TRACT 89–A) subject to an reservation to The Telluride Company for rights for "mineral and oil, gas or other hydrocarbons" and a non–exclusive pedestrian easement as per Book 434 at pages 475. (see Owners Certificate note 11)

c. Property (LOT 110) subject to an reservation to The Telluride Company for rights for "mineral and oil, gas or other hydrocarbons" as per Book 425 at pages 30–32.

d. Property (LOTS 109,110 and TRACT 89–A) subject to an "Pedestrian Access Agreement" as recorded at Reception No. 397446 as shown hereon.

TITLE COMMITMENT NOTES:

Schedule B–2 (TITLE EXCEPTION RESPONSE/CLARIFICATION)

1. Site inspection and Survey performed by Foley Associates, Inc. conditions shown hereon.
2. With the exception of an non–public, unrecorded lease for the paved parking area shown on a portion of Lot 109–R, there were no Easements, liens or encumbrances, or claims thereof, not shown by the Public Records brought to the attention of this Surveyor during the course of this Survey.
3. Site inspection and Survey performed by Foley Associates, Inc. conditions shown hereon.
4. Not survey related.
5. Not survey related.
6. Not survey related.
7. (a) Based upon a search of the USBLM public records, there are no unpatented mining claims affecting the subject property. (b,c) The patent from the United States of America number 131878 dated May 23, 1910 subjects the Land to "any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law. And there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States". There is no evidence of ditches or water storage structures located within the area of this survey.
8. As shown and referenced hereon.
9. Blanket in nature, cannot be plotted.
10. Blanket in nature, cannot be plotted.
11. The Underground Parking Amendment recorded July 21, 1989 in Book 455 at page 550 references a Lot 152, Telluride Mountain Village and does not appear to affect the property being surveyed, but the document speaks for itself as to its relevance to the subject property
12. Blanket in nature, cannot be plotted.
13. The Agreement Regarding General Easements recorded May 21, 1996 in Book 562 at page 97 and as Amended in instrument recorded October 24, 1996 in Book 569 at Page 670 references 16' General Easements which do not exist on the subject property as currently plotted. As such, they do not appear to affect the property being surveyed, but the document speaks for itself as to its relevance to the subject property.
14. As shown and referenced hereon.
15. The Telluride Company reserved the rights to minerals and oil, gas, and other hydrocarbons located on, in, or under a portion of Parcel A according to the deeds recorded January 1, 1986 in Book 425 at Page 30; January 29, 1986 in Book 425 at Page 331; February 18, 1986 in Book 425 at Page 698; February 28, 1986 in Book 425 at Page 889; and March 2, 1987 in Book 434 at Page 475. There is no visible evidence of mining activity on the subject property
16. As shown. According to the Warranty Deed recorded at Book 434, page 475, relating to the former Lot 89–A, there were reservations number 13 and 14 which noted a limitation on the used allowed on the former Lot 89–A. It is unclear as to the relevance of this reservation and the document speaks for itself.
17. According to the Warranty Deed recorded at Book 434, page 475, relating to the former Lot 89–A, there were reservations number 13 and 14 which noted a limitation on the used allowed on the former Lot 89–A. It is unclear as to the relevance of this reservation and the document speaks for itself.
18. Power System Right–Of–Way Easement recorded March 14, 1990 in Book 463 At Page 818 provided for a blanket easement and potential subsequent 10' easement for San Miguel Power Association facilities. This easement was granted over Tract OS–3, a portion of which was replatted to be within Lot 109–R. The electrical utilities which are known to exist on the subject property are shown on this survey.
19. Resolution #1990–39 approving the Replat of Lot 108 And The Replat and Rezone of a Portion of Tract OS–3B, Filing 1, Telluride Mountain Village recorded January 04, 1991 in Book 474 at page 53 does not appear to affect the subject property. It is unclear as to the relevance of this instrument, but the document speaks for itself.
20. Resolution No. 1997–0722–19 approving Amendment to Final Plat for Lots 109, 61CD, 83R/84R, 82R and 81A recorded October 15, 1997 in Book 588 at page 185 and Addendum recorded October 15, 1997 in Book 588 at page 187 does not appear to affect the subject property. It is unclear as to the relevance of this instrument, but the document speaks for itself.
21. Blanket in nature, cannot be plotted.
22. Blanket in nature, cannot be plotted.
23. Blanket in nature, cannot be plotted.
24. Blanket in nature, cannot be plotted.
25. Blanket in nature, cannot be plotted.
26. Blanket in nature, cannot be plotted.
27. As shown.
28. The Bill of Sale and Assignment recorded November 02, 2007 under Reception No. 397992 references density formerly associated with a portion of the subject property and cannot be plotted.
29. Blanket in nature, cannot be plotted.
30. Blanket in nature, cannot be plotted.
31. Blanket in nature, cannot be plotted.
32. As shown and referenced hereon.
33. As shown and referenced hereon.
34. As shown and referenced hereon.
35. As shown and referenced hereon.
36. As shown and referenced hereon.
37. As shown and referenced hereon.
38. Blanket in nature, cannot be plotted.

ALTA/NSPS LAND TITLE SURVEY

Lot 109R, Town of Mountain Village,
located within the SE 1/4 of Section 34, T.42N., R.9W., N.M.P.M., County of San Miguel, State of Colorado.

Project Mgr: DB
Technician: MC
Technician:
Checked by: SS
Start date: 10/2018

FOLEY ASSOCIATES, INC.
970-728-6153 970-728-6050 fax
P.O. BOX 1385
125 W. PACIFIC, SUITE B-1
TELLURIDE, COLORADO 81435

Drawing path: dwg\05018 ISP 10-18.dwg Sheet 1 of 2 Project #: 05018

Exhibit B-2

EXHIBIT "C"
(DEPICTION OF FINAL EASEMENT AREA-APPROXIMATE)

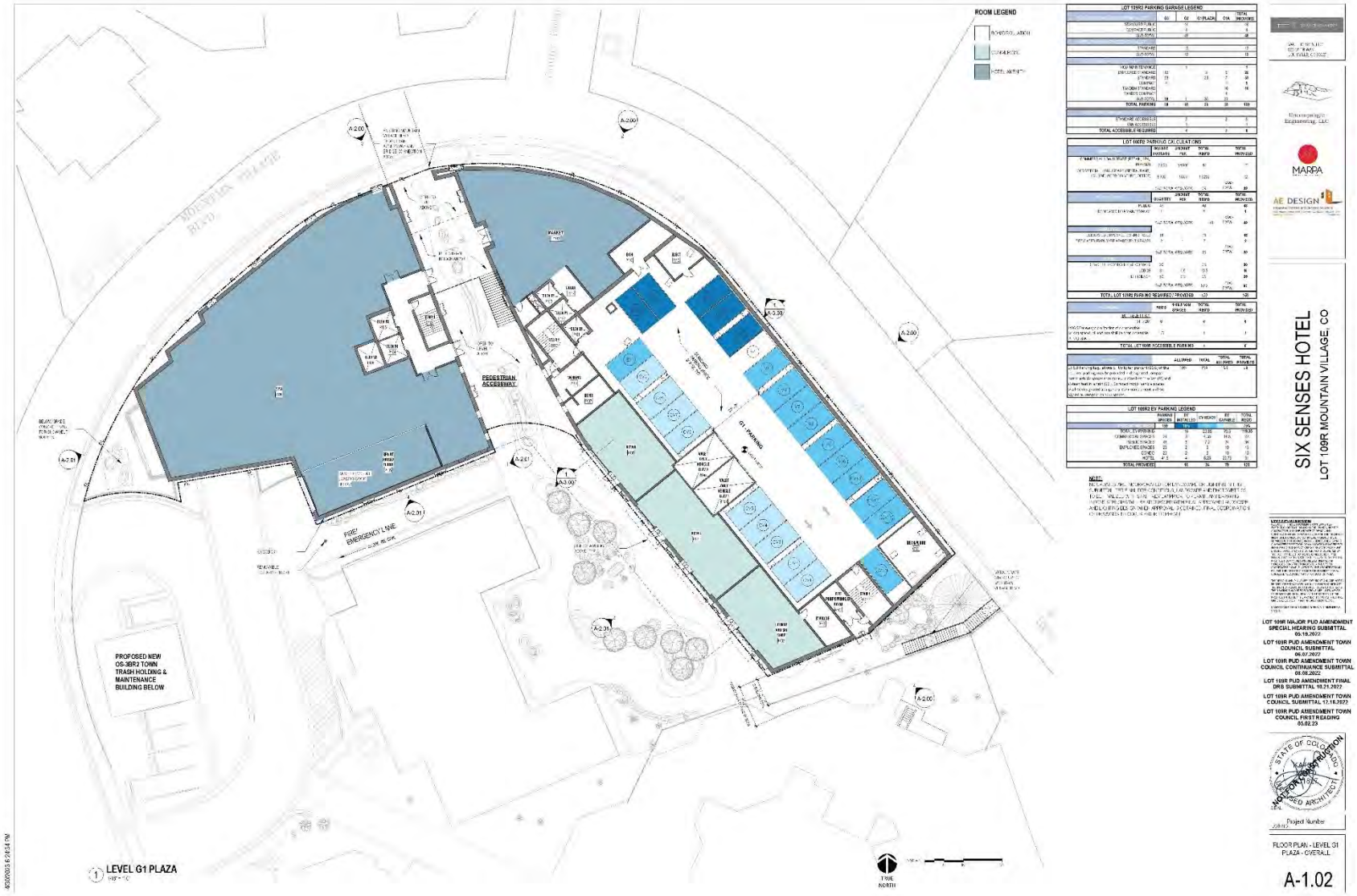

ROOM LEGEND
PEDESTRIAN ACCESSWAY
FIRE EMERGENCY LANE
PROPOSED NEW OS-3BR2 TOWN TRASH HOLDING & MAINTENANCE BUILDING BELOW
G1 PARKING
LEVEL G1 PLAZA
TRUE NORTH
LOT 109R2 PARKING GARAGE LEGEND
LOT 109R2 PARKING CALCULATIONS
LOT 109R2 EV PARKING LEGEND
SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO
LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022
LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022
LOT 109R PUD AMENDMENT TOWN COUNCIL CONTINUANCE SUBMITTAL 08.08.2022
LOT 109R PUD AMENDMENT FINAL DRB SUBMITTAL 10.21.2022
LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 12.16.2022
LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 05.02.23
Project Number
FLOOR PLAN - LEVEL G1 PLAZA - OVERALL
A-1.02

Exhibit C-2

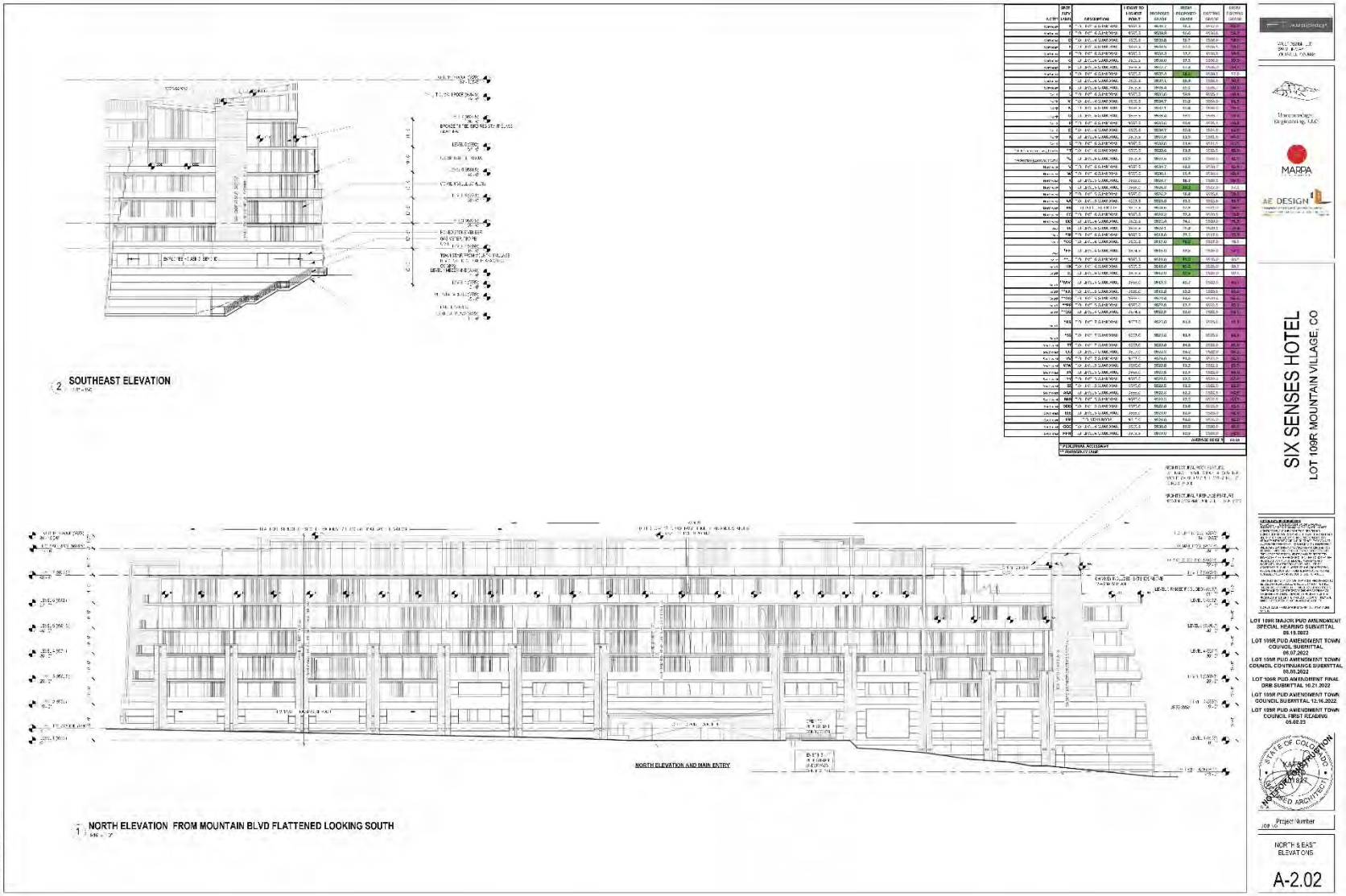

2 SOUTHEAST ELEVATION
1 NORTH ELEVATION FROM MOUNTAIN BLVD FLATTENED LOOKING SOUTH
NORTH ELEVATION AND MAIN ENTRY
SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO
LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022
LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022
LOT 109R PUD AMENDMENT TOWN COUNCIL CONTINUANCE SUBMITTAL 06.09.2022
LOT 109R PUD AMENDMENT FINAL DRB SUBMITTAL 10.21.2022
LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 12.16.2022
LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 05.02.23
Project Number
NORTH & EAST ELEVATIONS
A-2.02

Exhibit C-3

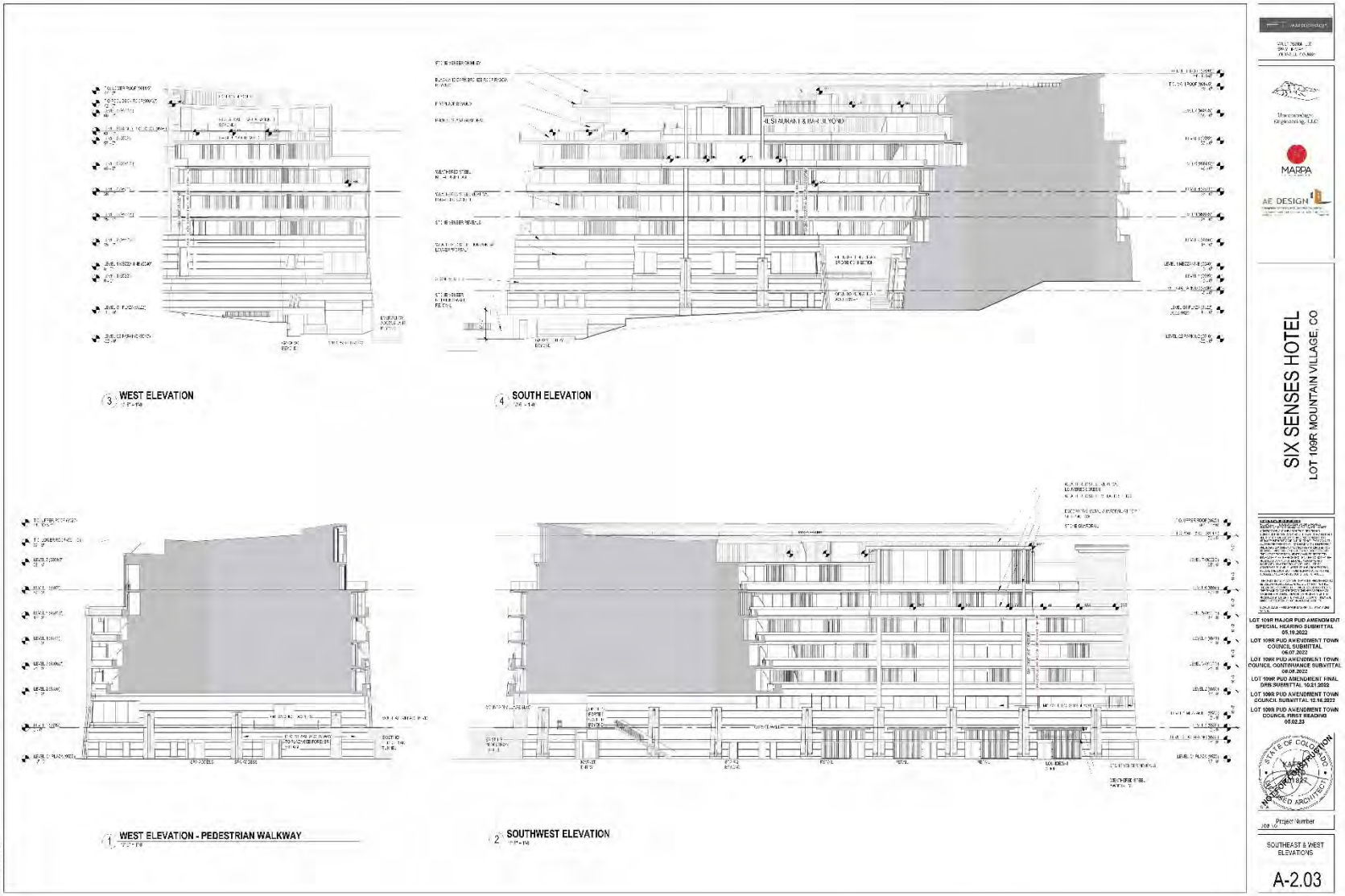

3 WEST ELEVATION
4 SOUTH ELEVATION
1 WEST ELEVATION - PEDESTRIAN WALKWAY
2 SOUTHWEST ELEVATION
SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO
LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022
LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022
LOT 109R PUD AMENDMENT TOWN COUNCIL CONTINUANCE SUBMITTAL 08.08.2022
LOT 109R PUD AMENDMENT FINAL DRB SUBMITTAL 10.31.2022
LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 12.16.2022
LOT 109R PUD AMENDMENT TOWN COUNCIL FIRST READING 05.02.23
Project Number
SOUTHEAST & WEST ELEVATIONS
A-2.03

Exhibit C-4

FIRST AMENDMENT TO AND PARTIAL TERMINATION AND RELINQUISHMENT OF EASEMENT AGREEMENT
(Plaza Usage)

This First Amendment to and Partial Termination and Relinquishment of Easement Agreement (Plaza Usage) ("**Amendment**") is made and entered into this _____, 202___ ("**Effective Date**") by and between the Town of Mountain Village, a Colorado municipal corporation and political subdivision of the State of Colorado ("**Grantor**" or "**Town**") and Tiara Telluride, LLC, a Colorado limited liability company ("**Grantee**"). Grantor and Grantee are sometimes each individually referred to as a "**Party**" and sometimes collectively as the "**Parties**."

RECITALS

A. Grantor is the current fee simple owner of Lot 109R2, Town of Mountain Village, San Miguel County, Colorado of that certain "Replat of Lot 109R and Tract _____-_, Town of Mountain Village, San Miguel County, Colorado" ("**Grantor Property**") recorded on _____, 2023, in Plat Book ___, Page _____ at Reception No. _____ (the "**Replat**") in the Official Records of the Clerk and Recorder for San Miguel County, Colorado ("**Official Records**").

B. Grantor intends to construct on the Grantor Property a mixed-use, luxury hotel and residential condominium project (the "**Project**"). The Project consists of certain buildings, structures and other improvements (the "**Project Improvements**").

C. Grantor authorized Grantee to develop the Project as evidenced by those certain land use entitlement approvals concerning the Grantor Property and the Project that have been granted by the Town, including, without limitation, approvals for a major PUD amendment, variations/waivers, Replat, rezoning of the Property to PUD, the transfer of density to the Town density bank and creation of bonus density for workforce housing and any other plans or permits granted by the Town for the Property and the Project. The Town Approvals are further reflected in Ordinance No. _____ adopted by the Town of Mountain Village Town Council which was recorded on _____, 2023 at Reception No. _____, the Amended and Restated Development Agreement recorded on _____, 2023 at Reception No. _____, and the Amended and Restated Declaration of Covenants and Restrictions (Hotel Operator and Hotel Amenities, Facilities and Services Covenant) recorded on _____, 2023 at Reception No. _____, all in the Official Records (collectively, the "**Town Approvals**").

D. The use and development of the Project is further subject to applicable provisions of the Town of Mountain Village Mountain Village Municipal Code Title 17 Community Development Code, adopted by the Town of Mountain Village by Ordinance No. 2013-01, as amended through the Effective Date (the "**CDC**") (which superseded and replaced the Town of Mountain Village Land Use Ordinance referenced in the 2011 Plaza Usage Easement Agreement (defined below)), the Town of Mountain Village Charter and the Town of Mountain Village Municipal Code ("**Town Laws**").

E. Prior to the Replat, portions of the Grantor Property and the Grantee Property were platted as Lot 109R and Tract OS-3BR-2, Town of Mountain Village, San Miguel County, Colorado according to the "**2011 Replat**" recorded on March 18, 2011, in Plat Book 1, Page 4455 at Reception No. 416994 in the Official Records.

F. Concurrently with the 2011 Replat, Grantor and Grantee's predecessor in title, MV Colorado Development Partners, LLC, a Texas limited liability company, entered into that certain Easement Agreement (Plaza Usage) dated March 18, 2011 and recorded March 18, 2011 under Reception No. 417000 in the Official Records (the "**2011 Plaza Usage Easement Agreement**") pursuant to which Grantor granted an easement over a portion of Tract OS-3BR-2 for certain Authorized Uses as set forth therein (the "**Plaza Usage Easement**").

G. The Plaza Usage Easement Agreement was entered into pursuant to the 2010 approval by Town Council for the Town of a PUD development for a project on Lot 109R (the "**2010 Lot 109R PUD**") by Resolution 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, recorded in the Official Records on December 10, 2010 under Reception No. 415339 (the "**2010 PUD Approval**") and in connection with (i) that certain Development Agreement, Lot 109R, Town of Mountain Village, Planned Unit Development recorded March 18, 2011 under Reception No. 416997 in the Official Records (the "**2011 Development Agreement**") and (ii) the Replat. The 2010 PUD Approval, 2011 Development Agreement, and Replat contemplated an earlier iteration of the Project on Lot 109R which the 2011 Plaza Usage Easement Agreement was entered into to accommodate. The 2010 PUD Approval and 2011 Development Agreement have been superseded and replaced in their entirety by the Town Approvals and the subject property replatted pursuant to the 2011 Replat.

H. In view of the above-described changes to the Project and related Town Approvals, Grantor and Grantee desire to amend the 2011 Plaza Usage Easement Agreement as set forth in this Amendment, including terminating and releasing it from title to certain parcels of land originally encumbered thereby. The 2011 Plaza Usage Easement Agreement as amended by this Amendment is referred to in this Amendment as the "**Agreement**."

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements made and entered into by the Parties, the sufficiency of which is hereby acknowledged, the undersigned Parties hereby agree as follows:

1. Interpretation. This Amendment amends the 2011 Plaza Usage Easement Agreement. In the event of any inconsistency between the provisions of this Amendment and the provisions of the 2011 Plaza Usage Easement Agreement, the provisions of this Amendment shall control. Capitalized terms used and not otherwise defined in this Amendment have the meaning given to them in the 2011 Plaza Usage Easement Agreement.

2. Easement Area. The description of the "**Easement Area**" set forth in the 2011 Plaza Usage Easement Agreement is hereby amended and restated in its entirety. Accordingly, Exhibit "A" depicting the Easement Area and Exhibit "B" legally describing the Easement Area, each as

attached to the 2011 Plaza Usage Easement Agreement, are superseded and replaced in their entirety by the attached **Exhibit "A"** depicting the Easement Area and **Exhibit "B"** legally describing the Easement Area, in each case as amended by this Amendment. To the extent property located within the Easement Area defined in the 2011 Plaza Usage Easement Agreement is not within the boundaries of the Easement Area as defined in this Amendment, the burdens of the 2011 Plaza Usage Easement Agreement as modified by this Amendment pertaining to the Easement Area are terminated and released from same. Notwithstanding the foregoing, the parties acknowledge and agree that in no event will the foregoing impact or modify the effect of Section 3 below.

3. Burdened and Benefited Properties. The legal description of the "Grantor Property" set forth in the 2011 Plaza Usage Easement Agreement is hereby superseded and replaced in its entirety with the legal description set forth in Recital A of this Amendment above. The legal description of the "Grantee Property" set forth in the 2011 Plaza Usage Easement Agreement is hereby superseded and replaced in its entirety with the legal description set forth in Recital B of this Amendment above. The easements, benefits and rights granted and agreed to in the 2011 Plaza Usage Easement Agreement as modified by this Amendment and the burdens, duties and obligations imposed and agreed to the in the 2011 Plaza Usage Easement Agreement as modified by this Amendment shall run with the land and shall be a benefit of and burden upon Grantor Property (as defined in Recital A above) on the one hand, and the Grantee Property (as defined in Recital B above) on the other hand, as applicable, during the term of the Agreement. Further, the easements, benefits and rights granted and agreed to in the 2011 Plaza Usage Easement Agreement as modified by this Amendment and the burdens, duties and obligations imposed and agreed to in the 2011 Plaza Usage Easement Agreement as modified by this Amendment shall be binding upon and shall inure to the benefit of, and be a burden upon, the designees, successors, and assigns of all of the Parties to the Agreement during the term of the Agreement.

4. Authorized Uses. The list of "**Authorized Uses**" set forth in Section 1.2 of the 2011 Plaza Usage Easement Agreement is hereby amended as follows:

4.1. Section 1.2.2 is amended and restated in its entirety to incorporate the addition of the underlined language below to read as follows:

> To install, operate, use, repair and maintain plaza lighting and other lighting attached to the exterior of the building comprising the Project (inclusive of, without limitation and/or exclusion, necessary poles, fixtures, switches, utilities and other components) and to upgrade the plaza lighting for changing needs of the Project.

4.2. The reference to "artwork" is hereby stricken from Section 1.2.4.

> To install, operate, use, repair and maintain hardscaping (inclusive of, without limitation and/or exclusion, pavers, bollards, planters, ~~artwork,~~ benches, ramps, stairs, rails, walls and other facilities contemplated by the Town Approvals) and, subject to receiving Town approval, to upgrade such hardscaping for changing needs of the Project.

4.3. The following new Section 1.2.11 is hereby added to Section 1.2:

> To install, operate, use, repair and maintain other Project Improvements projecting on the or over the Easement Area, including, but not limited to, awnings, signs (to the extent not covered by Section 1.2.5), pavers, bollards, planters, benches, ramps, stairs, rails, walls and other facilities contemplated by the Town Approvals) and, subject to receiving Town approval, to upgrade such Project Improvements for changing needs of the Project.

4.4. The following new Section 1.2.12 is hereby added to Section 1.2:

> With respect to the Village Core Transfer Station replacement trash facility located southwest of Lot 109R on the western portion the abutting Town Open Space Parcel, during the construction period, Grantee shall be responsible for the construction of the snowmelt system and the resurfacing of a portion of the sidewalk and Town Open Space Parcel as contemplated in the Development Agreement and Town Approvals, but thereafter shall be responsible only for the operation of such snowmelt system.

5. Land Use Ordinance and Design Regulations. All references to the Town Land Use Ordinance and Design Regulations set forth in the 2011 Plaza Usage Easement Agreement are hereby replaced with the "**CDC**."

6. Project Association as Successor to Grantee. The parties acknowledge and agree that the 2011 Plaza Usage Easement Agreement as modified by this Amendment contemplate that the Project will be subjected to a Condominium formed in accordance with applicable law and existing pursuant to certain Condominium Documents and that a Condominium Association will be formed in accordance with the Condominium Documents which shall manage and operate the Condominium and administer the Common Elements. With the foregoing in mind, if the Project is ever made subject Condominium Documents, then for the purposes of the Agreement, the "Grantee" shall be deemed to be the Condominium Association created pursuant to such Condominium Documents, and the Condominium Association shall have the burdens and benefits imposed and afforded under this Amendment with respect to such parcel, and no individual Unit Owner within such common interest community shall have any of such burdens or benefits, except insofar as they constitute "Authorized Users" and then only in their capacity as such.

7. Indemnification. The first sentence of Section 4 of the 2011 Plaza Usage Easement Agreement is hereby amended and restated in its entirety to read as follows:

> Grantee does hereby indemnify and save harmless Grantor and its elected and appointed officials, employees, agents, representatives, assignees, attorneys, successors and assigns from any and all mechanics' lien(s), expense, claim, action, liability, loss, damage, or suit (including attorney's fees and costs), and costs of any kind arising out of, or in any way connected with the exercise of the Authorized Uses by Grantee and Grantee's specifically designated designees, contractors and consultants who are undertaking some or all of the Authorized Uses for Grantee.

Notwithstanding any provisions in the Agreement requiring Grantee to avoid any liens against the Grantor Property, the Parties agree and acknowledge that the Grantor Property is immune from mechanics' liens, and nothing in the Agreement shall be deemed to be a waiver or limitation of Grantor's governmental immunity in any respect.

8. Insurance. Section 5 of the 2011 Plaza Usage Easement Agreement is hereby amended and restated in its entirety to read as follows:

Throughout the term of the Agreement, Grantee shall keep and maintain, at its sole cost and expense, commercial general liability insurance ("CGL") in amounts per occurrence and in the aggregate not less than the Statutory Liability Limits for all claims of relief that accrue on or after January 1, 2022 and before January 1, 2026 as stated below, such amounts to be adjusted every four (4) years as provided below. The liability limits of the CGL insurance required pursuant to this Section will be reviewed as necessary and any changes mutually agreed upon every four years commencing January 1, 2026 to an amount not less than (a) the liability limits established by the Colorado Secretary of State from time to time for the immediately succeeding four year period pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-114 and (b) the liability limits generally maintained by businesses of similar size engaged in similar activities in the same or similar locales as the Project, whichever is greater, but in no event will the amount of the coverage be less than the Statutory Liability Limits for all claims of relief that accrue on or after January 1, 2022 and before January 1, 2026. The parties acknowledge and agree that, as of the Effective Date, the Statutory Liability Limits for all claims of relief that accrue on or after January 1, 2022 and before January 1, 2026 is $424,000 for any injury to one person in a single occurrence and $1,195,000 for any injury to two or more persons in any single occurrence, except that in such instance no person may recover more than $424,000.

CGL insurance shall be written on ISO occurrence form and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, property damage, and liability assumed under an insured contract. Each Condominium Association which is a successor to Grantee pursuant to Section 6 of the Amendment shall cause its CGL policy to insure against liabilities incurred by each of its members in connection with their use of the easements granted pursuant to this Agreement. Such insurance shall be maintained under a policy pursuant to which the Grantor shall be named as an additional insured, or, alternatively, as a contractual insured. Within seven (7) days of the Effective Date, Grantee shall provide Grantor with a certificate of insurance showing compliance with the insurance requirements set forth above. To the extent commercially available, the certificates shall include a provision requiring a minimum of thirty (30) days' notice to Grantor of any change or cancellation.

Grantor waives all rights against Grantee (and its Authorized Users) for recovery of damages to the extent such damages are covered by the CGL insurance maintained by Grantee pursuant to Section 8 of the Agreement.

9. Remedies. Section 6.5 of the 2011 Plaza Usage Easement Agreement is hereby supplemented by the addition of the following:

A Default under the Agreement by the Responding Party shall not give the Claiming Party the right to terminate the Easement granted in the Agreement.

10. Notice. Section 6.11 of the 2011 Plaza Usage Easement Agreement is hereby amended and restated in its entirety to read as follows:

Any notice or other communication to any party given under this Agreement will be effective only if in writing and shall be deemed received (i) upon receipt when personally delivered; (ii) on the next business day after deposit when sent by a nationally recognized overnight courier service, charges prepaid and properly addressed, for next business day delivery; or (iii) upon confirmation of successful transmission to each recipient's electronic mail, when sent by electronic mail and if confirmed in writing sent by the methods specified in clauses (i) or (ii) of this Section), respectively, to whichever of the following addresses is applicable:

Grantor: Town of Mountain Village Attention: Town Manager 455 Mountain Village Blvd., Suite A Mountain Village, CO 81435 Email: _____	**With copy to**: Garfield & Hecht Attn: David H. McConaughy 625 E. Hyman Avenue, Suite 201 Aspen, CO 81611
Grantee: Tiara Telluride, LLC c/o Lalchandani Simon PL 25 SE 2nd Avenue, Suite 1020 Miami, FL 33131 Email: _____	**With copy to**: Sherman & Howard L.L.C. Attn: Cynthia M. Stovall 675 15th Street #2300 Denver, CO 80202

Notices must be addressed as set forth above, but each party may change its address by written notice in accordance with this Section.

11. Effect. Except as provided in this Amendment, the 2011 Plaza Usage Easement Agreement remains unmodified and in full force and effect.

12. Recordation. This Amendment shall be recorded in the real property records of San Miguel County, Colorado.

13. Counterparts. This Amendment 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.

[This space intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment effective as of the Effective Date.

GRANTOR:

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

By: _____ Date: _____

Printed Name: Paul Wisor
Title: Town Manager

State of Colorado)
)ss
County of San Miguel)

Subscribed to and acknowledged before me this ___ day of _____, 202X, by _____ as the _____ of the Town of Mountain Village.

Witness my hand and official seal.

_____ My commission expires: _____
Notary Public

GRANTEE:

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 _____, 202X, by _____ as the _____ of Tiara Telluride, LLC, a Colorado limited liability company.

Witness my hand and official seal.

_____ My commission expires: _____
Notary Public

EXHIBIT "A"
(**Depiction of Easement Area**)

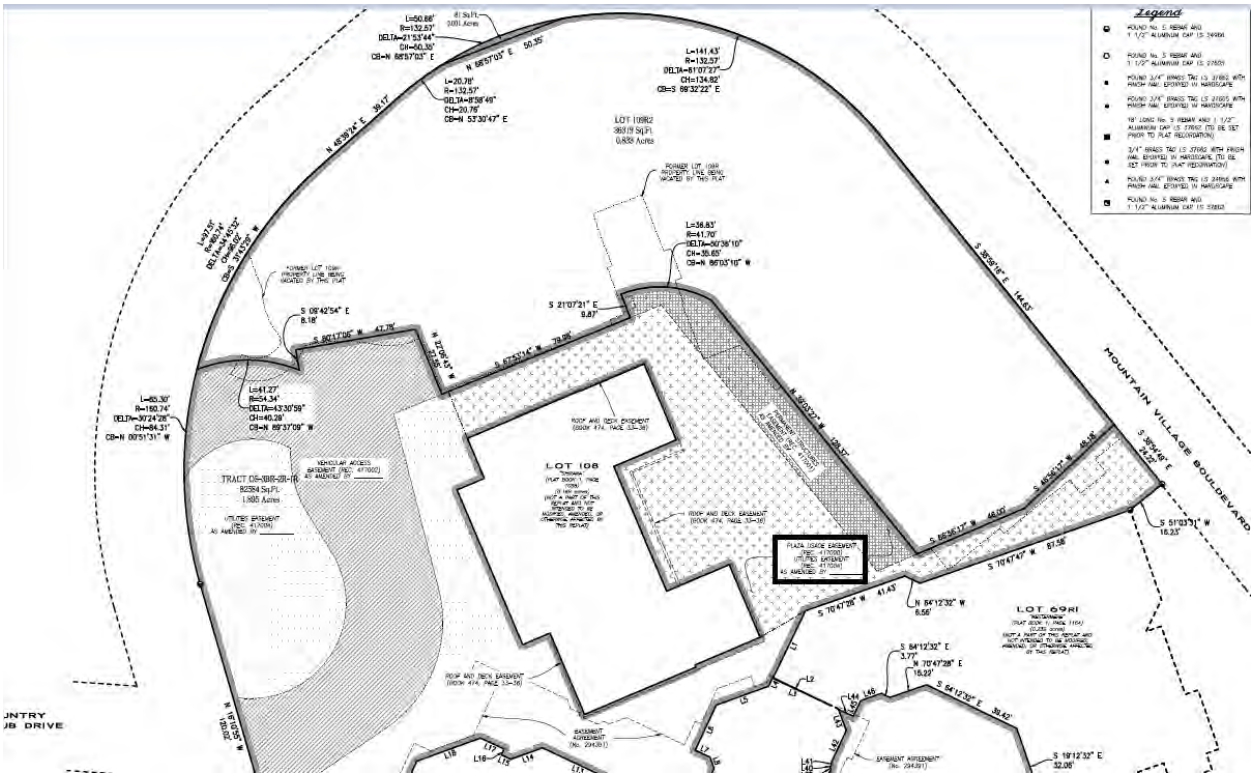


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EXHIBIT "B"

(**Description of Easement Area**)

[To be added.]

FIRST AMENDMENT TO AND PARTIAL TERMINATION AND RELINQUISHMENT OF EASEMENT AGREEMENT
(Permanent Structures)

This First Amendment to and Partial Termination and Relinquishment of Easement Agreement (Permanent Structures) ("**Amendment**") is made and entered into this _____, 2023 ("**Effective Date**") by and between the Town of Mountain Village, a Colorado municipal corporation and political subdivision of the State of Colorado ("**Grantor**" or "**Town**") and Tiara Telluride, LLC, a Colorado limited liability company ("**Grantee**"). Grantor and Grantee are sometimes each individually referred to as a "**Party**" and sometimes collectively as the "**Parties**."

RECITALS

A. Grantor is the current fee simple owner of Lot 109R2, Town of Mountain Village, San Miguel County, Colorado of that certain "Replat of Lot 109R and Tract _____, Town of Mountain Village, San Miguel County, Colorado" ("**Grantor Property**") recorded on _____, 2023, in Plat Book ___, Page _____ at Reception No. _____ (the "**Replat**") in the Official Records of the Clerk and Recorder for San Miguel County, Colorado ("**Official Records**").

B. Grantor intends to construct on the Grantor Property a mixed-use, luxury hotel and residential condominium project on the Grantee Property (the "**Project**"). The Project consists of certain buildings, structures and other improvements (the "**Project Improvements**").

C. Grantor authorized Grantee to develop the Project as evidenced by those certain land use entitlement approvals concerning the Grantor Property and the Project that have been granted by the Town, including, without limitation, approvals for a major PUD amendment, variations/waivers, Replat, rezoning of the Property to PUD, the transfer of density to the Town density bank and creation of bonus density for workforce housing and any other plans or permits granted by the Town for the Property and the Project. The Town Approvals are further reflected in Ordinance No. _____ adopted by the Town of Mountain Village Town Council which was recorded on _____, 2023 at Reception No. _____, the Amended and Restated Development Agreement recorded on _____, 2023 at Reception No. _____, and the Amended and Restated Declaration of Covenants and Restrictions (Hotel Operator and Hotel Amenities, Facilities and Services Covenant) recorded on _____, 2023 at Reception No. _____, all in the Official Records (collectively, the "**Town Approvals**").

D. The use and development of the Project is further subject to applicable provisions of the Town of Mountain Village Mountain Village Municipal Code Title 17 Community Development Code, adopted by the Town of Mountain Village by Ordinance No. 2013-01, as amended through the Effective Date (the "**CDC**") (which superseded and replaced the Town of Mountain Village Land Use Ordinance referenced in the 2011 Permanent Structures Easement Agreement (defined below)), the Town of Mountain Village Charter and the Town of Mountain Village Municipal Code ("**Town Laws**").

E. Prior to the Replat, portions of the Grantor Property and the Grantee Property were platted as Lot 109R and Tract OS-3BR-2, Town of Mountain Village, San Miguel County, Colorado according to the "**2011 Replat**" recorded on March 18, 2011, in Plat Book 1, Page 4455 at Reception No. 416994 in the Official Records.

F. Concurrently with the 2011 Replat, Grantor and Grantee's predecessor in title, MV Colorado Development Partners, LLC, a Texas limited liability company, entered into that certain Easement Agreement (Permanent Structures) dated March 18, 2011 and recorded March 18, 2011 under Reception No. 417001 in the Official Records (the "**2011 Permanent Structures Easement Agreement**") pursuant to which Grantor granted an easement over a portion of Tract OS-3BR-2 for certain Authorized Uses as set forth therein (the "**Permanent Structures Easement**").

G. The Permanent Structures Easement Agreement was entered into pursuant to the 2010 approval by Town Council for the Town of a PUD development for a project on Lot 109R (the "**2010 Lot 109R PUD**") by Resolution 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, recorded in the Official Records on December 10, 2010 under Reception No. 415339 (the "**2010 PUD Approval**") and in connection with (i) that certain Development Agreement, Lot 109R, Town of Mountain Village, Planned Unit Development recorded March 18, 2011 under Reception No. 416997 in the Official Records (the "**2011 Development Agreement**") and (ii) the Replat. The 2010 PUD Approval, 2011 Development Agreement, and Replat contemplated an earlier iteration of the Project on Lot 109R which the 2011 Permanent Structures Easement Agreement was entered into to accommodate. The 2010 PUD Approval and 2011 Development Agreement have been superseded and replaced in their entirety by the Town Approvals and the subject property replatted pursuant to the 2011 Replat.

H. In view of the above-described changes to the Project and related Town Approvals, Grantor and Grantee desire to amend the 2011 Permanent Structures Easement Agreement as set forth in this Amendment, including terminating and releasing it from title to certain parcels of land originally encumbered thereby. The 2011 Permanent Structures Easement Agreement as amended by this Amendment is referred to in this Amendment as the "**Agreement**."

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements made and entered into by the Parties, the sufficiency of which is hereby acknowledged, the undersigned Parties hereby agree as follows:

1. Interpretation. This Amendment amends the 2011 Permanent Structures Easement Agreement. In the event of any inconsistency between the provisions of this Amendment and the provisions of the 2011 Permanent Structures Easement Agreement, the provisions of this Amendment shall control. Capitalized terms used and not otherwise defined in this Amendment have the meaning given to them in the 2011 Permanent Structures Easement Agreement.

2. Easement Area. The description of the "**Easement Area**" set forth in the 2011 Permanent Structures Easement Agreement is hereby amended and restated in its entirety. Accordingly,

Exhibit "A" depicting the Easement Area and Exhibit "B" legally describing the Easement Area, each as attached to the 2011 Permanent Structures Easement Agreement, are superseded and replaced in their entirety by the attached **Exhibit "A"** depicting the Easement Area and **Exhibit "B"** legally describing the Easement Area, in each case as amended by this Amendment. To the extent property located within the Easement Area defined in the 2011 Permanent Structures Easement Agreement is not within the boundaries of the Easement Area as defined in this Amendment, the burdens of the 2011 Permanent Structures Easement Agreement as modified by this Amendment pertaining to the Easement Area are terminated and released from same. Notwithstanding the foregoing, the parties acknowledge and agree that in no event will the foregoing impact or modify the effect of Section 3 below.

3. Burdened and Benefited Properties. The legal description of the "Grantor Property" set forth in the 2011 Permanent Structures Easement Agreement is hereby superseded and replaced in its entirety with the legal description set forth in Recital A of this Amendment above. The legal description of the "Grantee Property" set forth in the 2011 Permanent Structures Easement Agreement is hereby superseded and replaced in its entirety with the legal description set forth in Recital B of this Amendment above. The easements, benefits and rights granted and agreed to in the 2011 Permanent Structures Easement Agreement as modified by this Amendment and the burdens, duties and obligations imposed and agreed to the in the 2011 Permanent Structures Easement Agreement as modified by this Amendment shall run with the land and shall be a benefit of and burden upon Grantor Property (as defined in Recital A above) on the one hand, and the Grantee Property (as defined in Recital B above) on the other hand, as applicable, during the term of the Agreement. Further, the easements, benefits and rights granted and agreed to in the 2011 Permanent Structures Easement Agreement as modified by this Amendment and the burdens, duties and obligations imposed and agreed to in the 2011 Permanent Structures Easement Agreement as modified by this Amendment shall be binding upon and shall inure to the benefit of, and be a burden upon, the designees, successors, and assigns of all of the Parties to the Agreement during the term of the Agreement.

4. Authorized Uses. The list of "**Authorized Uses**" set forth in Section 1.2 of the 2011 Permanent Structures Easement Agreement is hereby amended as follows:

4.1. Section 1.2.1 is amended and restated in its entirety to incorporate the addition of the underlined language below to read as follows:

> For temporary layback of excavated materials and to install, extend, operate, use, repair and maintain tower crane foundation systems. Following completion of the Project, Grantee shall not be required to remove any tower crane foundation systems installed on the Grantor Property pursuant to this Agreement. After substantial completion of the Project, any tower crane foundation system(s) that extend into and under the Easement Area shall be deemed permissibly abandoned by Grantee and Grantor may remove, destroy, cut through, or leave them in place.

4.2. Section 1.2.2 is amended and restated in its entirety to incorporate the addition of the underlined language below to read as follows:

> To install, extend, operate, use, repair and maintain those elements of the Project Improvements located below grade (inclusive of, without limitation, commercial space, residential space, storage space, parking garages, parking spaces, snowmelt systems, HVAC systems, mechanical systems, phone systems, boilers, intake and exhaust systems, electrical systems, low voltage systems, fire risers, fire pumps, generators, lights, elevators, stairs, ramps, drains, pipes, utilities and other like components as well as rooms housing same) and to upgrade these elements for changing needs of the Project and Project Improvements.

5. Land Use Ordinance and Design Regulations. All references to the Town Land Use Ordinance and Design Regulations set forth in the 2011 Permanent Structures Easement Agreement are hereby replaced with the "**CDC**."

6. Project Association as Successor to Grantee. The parties acknowledge and agree that the 2011 Permanent Structures Easement Agreement as modified by this Amendment contemplate that the Project will be subjected to a Condominium formed in accordance with applicable law and existing pursuant to certain Condominium Documents and that a Condominium Association will be formed in accordance with the Condominium Documents which shall manage and operate the Condominium and administer the Common Elements. With the foregoing in mind, if the Project is ever made subject Condominium Documents, then for the purposes of the Agreement, the "Grantee" shall be deemed to be the Condominium Association created pursuant to such Condominium Documents, and the Condominium Association shall have the burdens and benefits imposed and afforded under this Amendment with respect to such parcel, and no individual Unit Owner within such common interest community shall have any of such burdens or benefits, except insofar as they constitute "Authorized Users" and then only in their capacity as such.

7. Indemnification. The first sentence of Section 4 of the 2011 Permanent Structures Easement Agreement is hereby amended and restated in its entirety to read as follows:

> Grantee does hereby indemnify and save harmless Grantor and its elected and appointed officials, employees, agents, representatives, assignees, attorneys, successors and assigns from any and all mechanics' lien(s), expense, claim, action, liability, loss, damage, or suit (including attorney's fees and costs), and costs of any kind arising out of, or in any way connected with the exercise of the Authorized Uses by Grantee and Grantee's specifically designated designees, contractors and consultants who are undertaking some or all of the Authorized Uses for Grantee.
>
> Notwithstanding any provisions in the Agreement requiring Grantee to avoid any liens against the Grantor Property, the Parties agree and acknowledge that the Grantor Property is immune from mechanics' liens, and nothing in the Agreement shall be deemed to be a waiver or limitation of Grantor's governmental immunity in any respect.

8. Insurance. Section 5 of the 2011 Permanent Structures Easement Agreement is hereby amended and restated in its entirety to read as follows:

Throughout the term of the Agreement, Grantee shall keep and maintain, at its sole cost and expense, commercial general liability insurance ("CGL") in amounts per occurrence and in the aggregate not less than the Statutory Liability Limits for all claims of relief that accrue on or after January 1, 2022 and before January 1, 2026 as stated below, such amounts to be adjusted every four (4) years as provided below. The liability limits of the CGL insurance required pursuant to this Section will be reviewed as necessary and any changes mutually agreed upon every four years commencing January 1, 2026 to an amount not less than (a) the liability limits established by the Colorado Secretary of State from time to time for the immediately succeeding four year period pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-114 and (b) the liability limits generally maintained by businesses of similar size engaged in similar activities in the same or similar locales as the Project, whichever is greater, but in no event will the amount of the coverage be less than the Statutory Liability Limits for all claims of relief that accrue on or after January 1, 2022 and before January 1, 2026. The parties acknowledge and agree that, as of the Effective Date, the Statutory Liability Limits for all claims of relief that accrue on or after January 1, 2022 and before January 1, 2026 is $424,000 for any injury to one person in a single occurrence and $1,195,000 for any injury to two or more persons in any single occurrence, except that in such instance no person may recover more than $424,000.

CGL insurance shall be written on ISO occurrence form and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, property damage, and liability assumed under an insured contract. Each Condominium Association which is a successor to Grantee pursuant to Section 6 of the Amendment shall cause its CGL policy to insure against liabilities incurred by each of its members in connection with their use of the easements granted pursuant to this Agreement. Such insurance shall be maintained under a policy pursuant to which the Grantor shall be named as an additional insured, or, alternatively, as a contractual insured. Within seven (7) days of the Effective Date, Grantee shall provide Grantor with a certificate of insurance showing compliance with the insurance requirements set forth above. To the extent commercially available, the certificates shall include a provision requiring a minimum of thirty (30) days' notice to Grantor of any change or cancellation.

Grantor waives all rights against Grantee (and its Authorized Users) for recovery of damages to the extent such damages are covered by the CGL insurance maintained by Grantee pursuant to Section 8 of the Agreement.

9. Remedies. Section 6.5 of the 2011 Permanent Structures Easement Agreement is hereby supplemented by the addition of the following:

A Default under the Agreement by the Responding Party shall not give the Claiming Party the right to terminate the Easement granted in the Agreement.

10. Notice. Section 6.11 of the 2011 Permanent Structures Easement Agreement is hereby amended and restated in its entirety to read as follows:

Any notice or other communication to any party given under this Agreement will be effective only if in writing and shall be deemed received (i) upon receipt when personally delivered; (ii) on the next business day after deposit when sent by a nationally recognized overnight courier service, charges prepaid and properly addressed, for next business day delivery; or (iii) upon confirmation of successful transmission to each recipient's electronic mail, when sent by electronic mail and if confirmed in writing sent by the methods specified in clauses (i) or (ii) of this Section), respectively, to whichever of the following addresses is applicable:

Grantor: Town of Mountain Village Attention: Town Manager 455 Mountain Village Blvd., Suite A Mountain Village, CO 81435 Email: _____	**With copy to**: Garfield & Hecht Attn: David H. McConaughy 625 E. Hyman Avenue, Suite 201 Aspen, CO 81611
Grantee: Tiara Telluride, LLC c/o Lalchandani Simon PL 25 SE 2nd Avenue, Suite 1020 Miami, FL 33131 Email: _____	**With copy to**: Sherman & Howard L.L.C. Attn: Cynthia M. Stovall 675 15th Street #2300 Denver, CO 80202

Notices must be addressed as set forth above, but each party may change its address by written notice in accordance with this Section.

11. Effect. Except as provided in this Amendment, the 2011 Permanent Structures Easement Agreement remains unmodified and in full force and effect.

12. Recordation. This Amendment shall be recorded in the real property records of San Miguel County, Colorado.

13. Counterparts. This Amendment 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.

[This space intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment effective as of the Effective Date.

GRANTOR:

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

By: _____ Date: _____

Printed Name: Paul Wisor
Title: Town Manager

State of Colorado)
)ss
County of San Miguel)

Subscribed to and acknowledged before me this ___ day of _____, 202X, by _____ as the _____ of the Town of Mountain Village.

Witness my hand and official seal.

_____ My commission expires: _____
Notary Public

GRANTEE:

Tiara Telluride, LLC,
a Colorado limited liability company

By: _____ Date: _____

Printed Name: _____
Title: _____

State of _____)
)ss
County of _____)

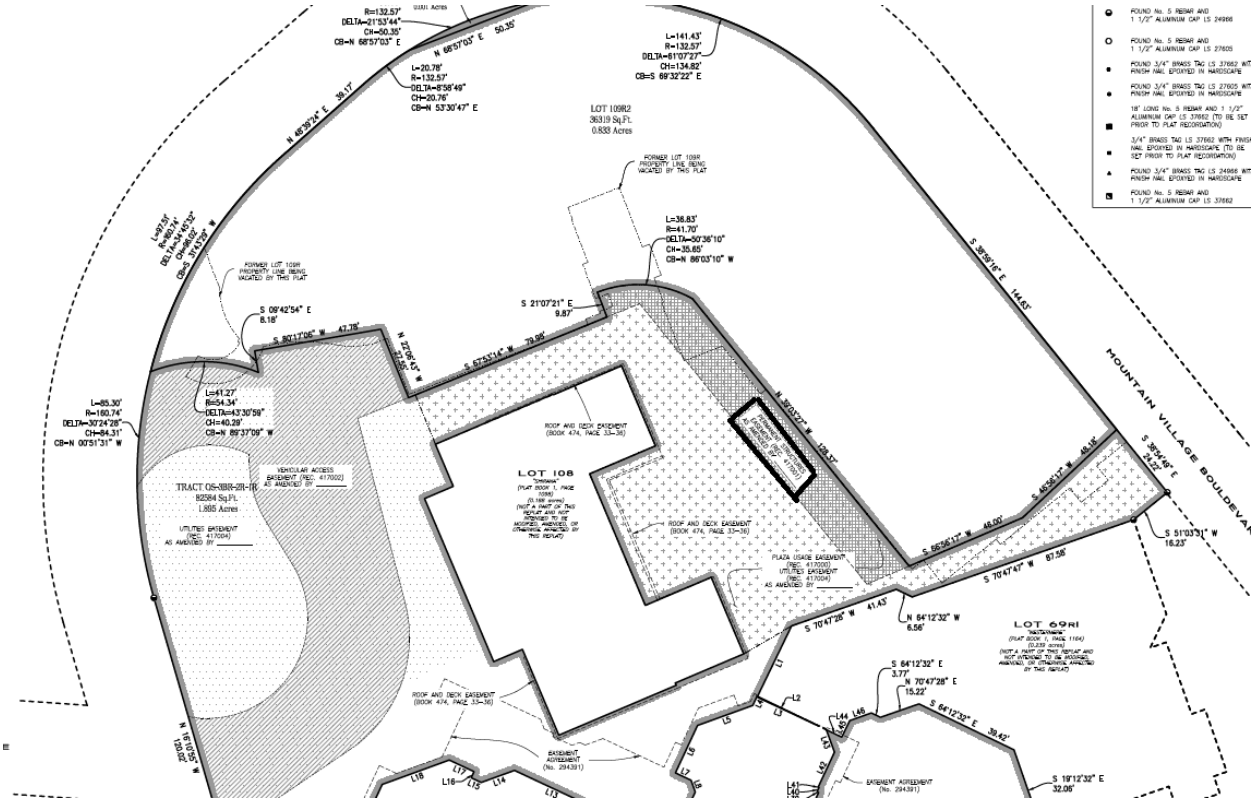
Subscribed to and acknowledged before me this ___ day of _____, 202X, by _____ as the _____ of Tiara Telluride, LLC, a Colorado limited liability company.

Witness my hand and official seal.

_____ My commission expires: _____
Notary Public

EXHIBIT "A"

(**New Easement Area**)



55488131.6

EXHIBIT "B"

(**Description of Easement Area**)

[To be added.]

FIRST AMENDMENT TO AND PARTIAL TERMINATION AND RELINQUISHMENT OF EASEMENT AGREEMENT
(Vehicular Access)

This First Amendment to and Partial Termination and Relinquishment of Easement Agreement (Vehicular Access) ("**Amendment**") is made and entered into this _____, 202___ ("**Effective Date**") by and between the Town of Mountain Village, a Colorado municipal corporation and political subdivision of the State of Colorado ("**Grantor**" or "**Town**") and Tiara Telluride, LLC, a Colorado limited liability company ("**Grantee**"). Grantor and Grantee are sometimes each individually referred to as a "**Party**" and sometimes collectively as the "**Parties**."

RECITALS

A. Grantor is the current fee simple owner of Lot 109R2, Town of Mountain Village, San Miguel County, Colorado of that certain "Replat of Lot 109R and Tract _____, Town of Mountain Village, San Miguel County, Colorado" ("**Grantor Property**") recorded on _____, 2023, in Plat Book ___, Page _____ at Reception No. _____ (the "**Replat**") in the Official Records of the Clerk and Recorder for San Miguel County, Colorado ("**Official Records**").

B. Grantor intends to construct on the Grantor Property a mixed-use, luxury hotel and residential condominium project (the "**Project**"). The Project consists of certain buildings, structures and other improvements (the "**Project Improvements**").

C. Grantor authorized Grantee to develop the Project as evidenced by those certain land use entitlement approvals concerning the Grantor Property and the Project that have been granted by the Town, including, without limitation, approvals for a major PUD amendment, variations/waivers, Replat, rezoning of the Property to PUD, the transfer of density to the Town density bank and creation of bonus density for workforce housing and any other plans or permits granted by the Town for the Property and the Project. The Town Approvals are further reflected in Ordinance No. _____ adopted by the Town of Mountain Village Town Council which was recorded on _____, 2023 at Reception No. _____, the Amended and Restated Development Agreement recorded on _____, 2023 at Reception No. _____, and the Amended and Restated Declaration of Covenants and Restrictions (Hotel Operator and Hotel Amenities, Facilities and Services Covenant) recorded on _____, 2023 at Reception No. _____, all in the Official Records (collectively, the "**Town Approvals**").

D. The use and development of the Project is further subject to applicable provisions of the Town of Mountain Village Mountain Village Municipal Code Title 17 Community Development Code, adopted by the Town of Mountain Village by Ordinance No. 2013-01, as amended through the Effective Date (the "**CDC**") (which superseded and replaced the Town of Mountain Village Land Use Ordinance referenced in the 2011 Plaza Usage Easement Agreement (defined below)), the Town of Mountain Village Charter and the Town of Mountain Village Municipal Code ("**Town Laws**").

E. Prior to the Replat, portions of the Grantor Property and the Grantee Property were platted as Lot 109R and Tract OS-3BR-2, Town of Mountain Village, San Miguel County, Colorado according to the "**2011 Replat**" recorded on March 18, 2011, in Plat Book 1, Page 4455 at Reception No. 416994 in the Official Records.

F. Concurrently with the 2011 Replat, Grantor and Grantee's predecessor in title, MV Colorado Development Partners, LLC, a Texas limited liability company, entered into that certain Easement Agreement (Vehicular Access) dated March 18, 2011 and recorded March 18, 2011 under Reception No. 417002 in the Official Records (the "**2011 Vehicular Access Easement Agreement**") pursuant to which Grantor granted an easement over a portion of Tract OS-3BR-2 for certain Authorized Uses as set forth therein (the "**Vehicular Access Easement**").

G. The Vehicular Access Easement Agreement was entered into pursuant to the 2010 approval by Town Council for the Town of a PUD development for a project on Lot 109R (the "**2010 Lot 109R PUD**") by Resolution 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, recorded in the Official Records on December 10, 2010 under Reception No. 415339 (the "**2010 PUD Approval**") and in connection with (i) that certain Development Agreement, Lot 109R, Town of Mountain Village, Planned Unit Development recorded March 18, 2011 under Reception No. 416997 in the Official Records (the "**2011 Development Agreement**") and (ii) the 2011 Replat. The 2010 PUD Approval, 2011 Development Agreement, and 2011 Replat contemplated an earlier iteration of the Project on Lot 109R which the 2011 Vehicular Access Easement Agreement was entered into to accommodate. The 2010 PUD Approval and 2011 Development Agreement have been superseded and replaced in their entirety by the Town Approvals and the subject property replatted pursuant to the Replat.

H. In view of the above-described changes to the Project and related Town Approvals, Grantor and Grantee desire to amend the 2011 Vehicular Access Easement Agreement as set forth in this Amendment, including terminating and releasing it from title to certain parcels of land originally encumbered thereby. The 2011 Vehicular Access Easement Agreement as amended by this Amendment is referred to in this Amendment as the "**Agreement**."

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements made and entered into by the Parties, the sufficiency of which is hereby acknowledged, the undersigned Parties hereby agree as follows:

1. Interpretation. This Amendment amends the 2011 Vehicular Access Easement Agreement. In the event of any inconsistency between the provisions of this Amendment and the provisions of the 2011 Vehicular Access Easement Agreement, the provisions of this Amendment shall control. Capitalized terms used and not otherwise defined in this Amendment have the meaning given to them in the 2011 Vehicular Access Easement Agreement.

2. Approval of Drawings; Installation/Construction of the Work. The definition of "**Work**" set forth in the 2011 Vehicular Access Easement Agreement is hereby amended to refer mean and refer to the design, installation and/or construction of the facilities, structures, improvements and

other elements associated with the Authorized Uses set forth in the Agreement. The definition of "**Work Plans**" set forth in the 2011 Vehicular Access Easement Agreement is hereby amended to mean and refer to the plans and plats reflected in the Town Approvals (as defined in this Amendment) and any such other plans, drawings or specifications relating to the Authorized Uses, if any. Subject to the foregoing, Grantee's obligations for Approval of Drawings and Installation/Construction of the Work as set forth in Section 2 and Section 3 of the 2011 Vehicular Access Easement Agreement, respectively, are in addition to all conditions and requirements for installation, construction and maintenance as set forth in the Town Approvals (as such term is defined in this Amendment). To the extent of any conflict between the provisions of the Agreement and the Town Approvals and Town Laws, the Town Approvals and Town Laws shall control.

3. Easement Area. The description of the "**Easement Area**" set forth in the 2011 Vehicular Access Easement Agreement is hereby amended and restated in its entirety. Accordingly, Exhibit "A" depicting the Easement Area and Exhibit "B" legally describing the Easement Area, each as attached to the 2011 Vehicular Access Easement Agreement, are superseded and replaced in their entirety by the attached **Exhibit "A"** depicting the Easement Area and **Exhibit "B"** legally describing the Easement Area, in each case as amended by this Amendment. To the extent property located within the Easement Area defined in the 2011 Vehicular Access Easement Agreement is not within the boundaries of the Easement Area as defined in this Amendment, the burdens of the 2011 Vehicular Access Easement Agreement as modified by this Amendment pertaining to the Easement Area are terminated and released from same. Notwithstanding the foregoing, the parties acknowledge and agree that in no event will the foregoing impact or modify the effect of Section 4 below.

4. Burdened and Benefited Properties. The legal description of the "Grantor Property" set forth in the 2011 Vehicular Access Easement Agreement is hereby superseded and replaced in its entirety with the legal description set forth in Recital A of this Amendment above. The legal description of the "Grantee Property" set forth in the 2011 Vehicular Access Easement Agreement is hereby superseded and replaced in its entirety with the legal description set forth in Recital B of this Amendment above. The easements, benefits and rights granted and agreed to in the 2011 Vehicular Access Easement Agreement as modified by this Amendment and the burdens, duties and obligations imposed and agreed to the in the 2011 Vehicular Access Easement Agreement as modified by this Amendment shall run with the land and shall be a benefit of and burden upon Grantor Property (as defined in Recital A above) on the one hand, and the Grantee Property (as defined in Recital B above) on the other hand, as applicable, during the term of the Agreement. Further, the easements, benefits and rights granted and agreed to in the 2011 Vehicular Access Easement Agreement as modified by this Amendment and the burdens, duties and obligations imposed and agreed to in the 2011 Vehicular Access Easement Agreement as modified by this Amendment shall be binding upon and shall inure to the benefit of, and be a burden upon, the designees, successors, and assigns of all of the Parties to the Agreement.

5. Land Use Ordinance and Design Regulations. All references to the Town Land Use Ordinance and Design Regulations set forth in the 2011 Vehicular Access Easement Agreement are hereby replaced with the "**CDC**."

6. Project Association as Successor to Grantee. The parties acknowledge and agree that the 2011 Vehicular Access Easement Agreement as modified by this Amendment contemplate that

the Project will be subjected to a Condominium formed in accordance with applicable law and existing pursuant to certain Condominium Documents and that a Condominium Association will be formed in accordance with the Condominium Documents which shall manage and operate the Condominium and administer the Common Elements. With the foregoing in mind, if the Project is ever made subject Condominium Documents, then for the purposes of the Agreement, the "Grantee" shall be deemed to be the Condominium Association created pursuant to such Condominium Documents, and the Condominium Association shall have the burdens and benefits imposed and afforded under this Amendment with respect to such parcel, and no individual Unit Owner within such common interest community shall have any of such burdens or benefits, except insofar as they constitute "Authorized Users" and then only in their capacity as such.

7. Indemnification. The first sentence of Section 4 of the 2011 Vehicular Access Easement Agreement is hereby amended and restated in its entirety to read as follows:

> Grantee does hereby indemnify and save harmless Grantor and its elected and appointed officials, employees, agents, representatives, assignees, attorneys, successors and assigns from any and all mechanics' lien(s), expense, claim, action, liability, loss, damage, or suit (including attorney's fees and costs), and costs of any kind arising out of, or in any way connected with the exercise of the Authorized Uses by Grantee and Grantee's specifically designated designees, contractors and consultants who are undertaking some or all of the Authorized Uses for Grantee.
>
> Notwithstanding any provisions in the Agreement requiring Grantee to avoid any liens against the Grantor Property, the Parties agree and acknowledge that the Grantor Property is immune from mechanics' liens, and nothing in the Agreement shall be deemed to be a waiver or limitation of Grantor's governmental immunity in any respect.

8. Insurance. Section 5 of the 2011 Vehicular Access Easement Agreement is hereby amended and restated in its entirety to read as follows:

> Throughout the term of the Agreement, Grantee shall keep and maintain, at its sole cost and expense, commercial general liability insurance ("**CGL**") in amounts per occurrence and in the aggregate not less than the Statutory Liability Limits for all claims of relief that accrue on or after January 1, 2022 and before January 1, 2026 as stated below, such amounts to be adjusted every four (4) years as provided below. The liability limits of the CGL insurance required pursuant to this Section will be reviewed as necessary and any changes mutually agreed upon every four year commencing January 1, 2026 to an amount not less than (a) the liability limits established by the Colorado Secretary of State from time to time for the immediately succeeding four year period pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-114 and (b) the liability limits generally maintained by businesses of similar size engaged in similar activities in the same or similar locales as the Project, whichever is greater, but in no event will the amount of the coverage be less than the Statutory Liability Limits for all claims of relief that accrue on or after January 1, 2022 and before January 1, 2026. The parties acknowledges and agree that, as of the Effective Date, the Statutory Liability Limits

for all claims of relief that accrue on or after January 1, 2022 and before January 1, 2026 is $424,000 for any injury to one person in a single occurrence and $1,195,000 for any injury to two or more persons in any single occurrence, except that in such instance no person may recover more than $424,000.

CGL insurance shall be written on ISO occurrence form and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, property damage, and liability assumed under an insured contract. Each Condominium Association which is a successor to Grantee pursuant to Section 6 of the Amendment shall cause its CGL policy to insure against liabilities incurred by each of its members in connection with their use of the easements granted pursuant to this Agreement. Such insurance shall be maintained under a policy pursuant to which the Grantor shall be named as an additional insured, or, alternatively, as a contractual insured. Within seven (7) days of the Effective Date, Grantee shall provide Grantor with a certificate of insurance showing compliance with the insurance requirements set forth above. To the extent commercially available, the certificates shall include a provision requiring a minimum of thirty (30) days' notice to Grantor of any change or cancellation.

Grantor waives all rights against Grantee (and its Authorized Users) for recovery of damages to the extent such damages are covered by the CGL insurance maintained by Grantee pursuant to the Agreement.

9. Remedies. Section 6.5 of the 2011 Vehicular Access Easement Agreement is hereby supplemented by the addition of the following:

A Default under the Agreement by the Responding Party shall not give the Claiming Party the right to terminate the Easement granted in the Agreement.

10. Notice. Section 6.11 of the 2011 Vehicular Access Easement Agreement is hereby amended and restated in its entirety to read as follows:

Any notice or other communication to any party given under this Agreement will be effective only if in writing and shall be deemed received (i) upon receipt when personally delivered; (ii) on the next business day after deposit when sent by a nationally recognized overnight courier service, charges prepaid and properly addressed, for next business day delivery; or (iii) upon confirmation of successful transmission to each recipient's electronic mail, when sent by electronic mail and if confirmed in writing sent by the methods specified in clauses (i) or (ii) of this Section), respectively, to whichever of the following addresses is applicable:

Grantor: Town of Mountain Village Attention: Town Manager 455 Mountain Village Blvd., Suite A Mountain Village, CO 81435	**With copy to**: Garfield & Hecht Attn: David H. McConaughy 910 Grand Avenue, Suite 201 Glenwood Springs, CO 81601

Email: _____	
Grantee: Tiara Telluride, LLC c/o Lalchandani Simon PL 25 SE 2nd Avenue, Suite 1020 Miami, FL 33131 Email: _____	**With copy to**: Sherman & Howard L.L.C. Attn: Cynthia M. Stovall 675 15th Street #2300 Denver, CO 80202

Notices must be addressed as set forth above, but each party may change its address by written notice in accordance with this Section.

11. Effect. Except as provided in this Amendment, the 2011 Vehicular Access Easement Agreement remains unmodified and in full force and effect.

12. Recordation. This Amendment shall be recorded in the real property records of San Miguel County, Colorado.

13. Counterparts. This Amendment 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.

[This space intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment effective as of the Effective Date.

GRANTOR:

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

By: _____ Date: _____

Printed Name: Paul Wisor
Title: Town Manager

State of Colorado)
)ss
County of San Miguel)

Subscribed to and acknowledged before me this ___ day of _____, 202X, by _____ as the _____ of the Town of Mountain Village.

Witness my hand and official seal.

_____ My commission expires: _____
Notary Public

GRANTEE:

Tiara Telluride, LLC,
a Colorado limited liability company

By: _____ Date: _____

Printed Name: _____
Title: _____

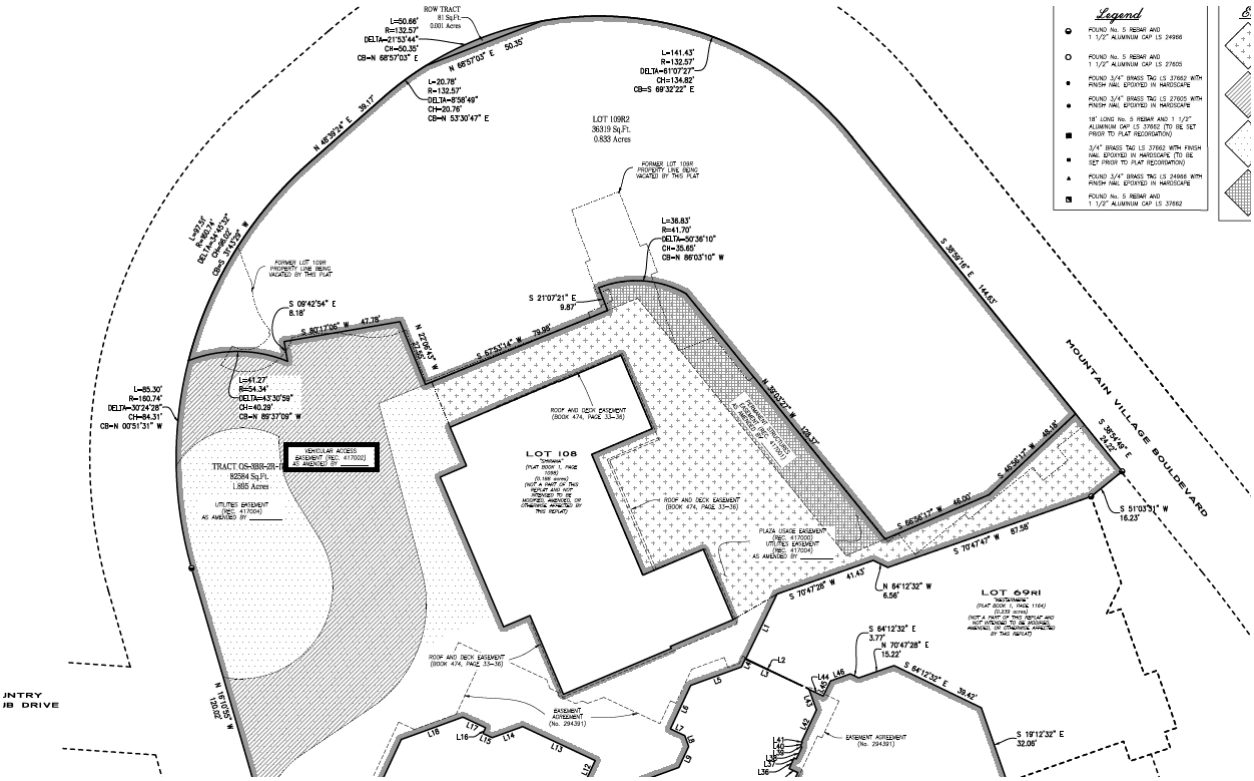
State of _____)
)ss
County of _____)

Subscribed to and acknowledged before me this ___ day of _____, 202X, by _____ as the _____ of Tiara Telluride, LLC, a Colorado limited liability company.

Witness my hand and official seal.

_____ My commission expires: _____
Notary Public

EXHIBIT "A"
(New Easement Area)



55708127.5

EXHIBIT "B"
(**Description of Easement Area**)

[To be added.]

FIRST AMENDMENT TO AND PARTIAL TERMINATION AND RELINQUISHMENT OF EASEMENT AGREEMENT
(Utilities)

This First Amendment to and Partial Termination and Relinquishment of Easement Agreement (Utilities) ("**Amendment**") is made and entered into this _____, 202___ ("**Effective Date**") by and between the Town of Mountain Village, a Colorado municipal corporation and political subdivision of the State of Colorado ("**Grantor**" or "**Town**") and Tiara Telluride, LLC, a Colorado limited liability company ("**Grantee**"). Grantor and Grantee are sometimes each individually referred to as a "**Party**" and sometimes collectively as the "**Parties**."

RECITALS

A. Grantor is the current fee simple owner of Lot 109R2, Town of Mountain Village, San Miguel County, Colorado of that certain "Replat of Lot 109R and Tract _____-_, Town of Mountain Village, San Miguel County, Colorado" ("**Grantor Property**") recorded on _____, 2023, in Plat Book ___, Page _____ at Reception No. _____ (the "**Replat**") in the Official Records of the Clerk and Recorder for San Miguel County, Colorado ("**Official Records**").

B. Grantor intends to construct on the Grantor Property a mixed-use, luxury hotel and residential condominium project (the "**Project**"). The Project consists of certain buildings, structures and other improvements (the "**Project Improvements**").

C. Grantor authorized Grantee to develop the Project as evidenced by those certain land use entitlement approvals concerning the Grantor Property and the Project that have been granted by the Town, including, without limitation, approvals for a major PUD amendment, variations/waivers, Replat, rezoning of the Property to PUD, the transfer of density to the Town density bank and creation of bonus density for workforce housing and any other plans or permits granted by the Town for the Property and the Project. The Town Approvals are further reflected in Ordinance No. _____ adopted by the Town of Mountain Village Town Council which was recorded on _____, 2023 at Reception No. _____, the Amended and Restated Development Agreement recorded on _____, 2023 at Reception No. _____, and the Amended and Restated Declaration of Covenants and Restrictions (Hotel Operator and Hotel Amenities, Facilities and Services Covenant) recorded on _____, 2023 at Reception No. _____, all in the Official Records (collectively, the "**Town Approvals**").

D. The use and development of the Project is further subject to applicable provisions of the Town of Mountain Village Mountain Village Municipal Code Title 17 Community Development Code, adopted by the Town of Mountain Village by Ordinance No. 2013-01, as amended through the Effective Date (the "**CDC**") (which superseded and replaced the Town of Mountain Village Land Use Ordinance referenced in the 2011 Plaza Usage Easement Agreement (defined below)), the Town of Mountain Village Charter and the Town of Mountain Village Municipal Code ("**Town Laws**").

E. Prior to the Replat, portions of the Grantor Property and the Grantee Property were platted as Lot 109R and Tract OS-3BR-2, Town of Mountain Village, San Miguel County, Colorado according to the "**2011 Replat**" recorded on March 18, 2011, in Plat Book 1, Page 4455 at Reception No. 416994 in the Official Records.

F. Concurrently with the 2011 Replat, Grantor and Grantee's predecessor in title, MV Colorado Development Partners, LLC, a Texas limited liability company, entered into that certain Easement Agreement (Utilities) dated March 18, 2011 and recorded March 18, 2011 under Reception No. 417004 in the Official Records (the "**2011 Utilities Easement Agreement**") pursuant to which Grantor granted an easement over a portion of Tract OS-3BR-2 for certain Authorized Uses as set forth therein (the "**Utilities Easement**").

G. The Utilities Easement Agreement was entered into pursuant to the 2010 approval by Town Council for the Town of a PUD development for a project on Lot 109R (the "**2010 Lot 109R PUD**") by Resolution 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, recorded in the Official Records on December 10, 2010 under Reception No. 415339 (the "**2010 PUD Approval**") and in connection with (i) that certain Development Agreement, Lot 109R, Town of Mountain Village, Planned Unit Development recorded March 18, 2011 under Reception No. 416997 in the Official Records (the "**2011 Development Agreement**") and (ii) the Replat. The 2010 PUD Approval, 2011 Development Agreement, and Replat contemplated an earlier iteration of the Project on Lot 109R which the 2011 Utilities Easement Agreement was entered into to accommodate. The 2010 PUD Approval and 2011 Development Agreement have been superseded and replaced in their entirety by the Town Approvals and the subject property replatted pursuant to the 2011 Replat.

H. The Project is intended to be subjected to a condominium regime ("**Condominium**") formed in accordance with applicable law and existing pursuant to certain "**Condominium Documents**". The Condominium will consist of certain "**Units**" and "**Common Elements**", including "**Limited Common Elements**". A certain "**Condominium Association**" will be formed in accordance with the Condominium Documents, which shall manage and operate the Condominium and administer the Common Elements. The Units will be owned by individual "**Unit Owners**" consistent with their rights, duties and obligations arising under the Condominium Documents.

I. In view of the above-described changes to the Project and related Town Approvals, Grantor and Grantee desire to amend the 2011 Utilities Easement Agreement as set forth in this Amendment, including terminating and releasing it from title to certain parcels of land originally encumbered thereby. The 2011 Utilities Easement Agreement as amended by this Amendment is referred to in this Amendment as the "**Agreement**."

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements made and entered into by the Parties, the sufficiency of which is hereby acknowledged, the undersigned Parties hereby agree as follows:

1. Interpretation. This Amendment amends the 2011 Utilities Easement Agreement. In the event of any inconsistency between the provisions of this Amendment and the provisions of the 2011 Utilities Easement Agreement, the provisions of this Amendment shall control. Capitalized terms used and not otherwise defined in this Amendment have the meaning given to them in the 2011 Utilities Easement Agreement.

2. Easement Area. The description of the "**Easement Area**" set forth in the 2011 Utilities Easement Agreement is hereby amended and restated in its entirety. Accordingly, Exhibit "A" depicting the Easement Area and Exhibit "B" legally describing the Easement Area, each as attached to the 2011 Utilities Easement Agreement, are superseded and replaced in their entirety by the attached **Exhibit "A"** depicting the Easement Area and **Exhibit "B"** legally describing the Easement Area, in each case as amended by this Amendment. To the extent property located within the Easement Area defined in the 2011 Utilities Easement Agreement is not within the boundaries of the Easement Area as defined in this Amendment, the burdens of the 2011 Utilities Easement Agreement as modified by this Amendment pertaining to the Easement Area are terminated and released from same. Notwithstanding the foregoing, the parties acknowledge and agree that in no event will the foregoing impact or modify the effect of Section 3 below.

3. Burdened and Benefited Properties. The legal description of the "Grantor Property" set forth in the 2011 Utilities Easement Agreement is hereby superseded and replaced in its entirety with the legal description set forth in Recital A of this Amendment above. The legal description of the "Grantee Property" set forth in the 2011 Utilities Easement Agreement is hereby superseded and replaced in its entirety with the legal description set forth in Recital B of this Amendment above. The easements, benefits and rights granted and agreed to in the 2011 Utilities Easement Agreement as modified by this Amendment and the burdens, duties and obligations imposed and agreed to the in the 2011 Utilities Easement Agreement as modified by this Amendment shall run with the land and shall be a benefit of and burden upon Grantor Property (as defined in Recital A above) on the one hand, and the Grantee Property (as defined in Recital B above) on the other hand, as applicable, during the term of the Agreement. Further, the easements, benefits and rights granted and agreed to in the 2011 Utilities Easement Agreement as modified by this Amendment and the burdens, duties and obligations imposed and agreed to in the 2011 Utilities Easement Agreement as modified by this Amendment shall be binding upon and shall inure to the benefit of, and be a burden upon, the designees, successors, and assigns of all of the Parties to the Agreement during the term of the Agreement.

4. Land Use Ordinance and Design Regulations. All references to the Town Land Use Ordinance and Design Regulations set forth in the 2011 Utilities Easement Agreement are hereby replaced with the "**CDC**."

5. Project Association as Successor to Grantee. The parties acknowledge and agree that the 2011 Utilities Easement Agreement as modified by this Amendment contemplate that the Project will be subjected to a Condominium formed in accordance with applicable law and existing pursuant to certain Condominium Documents and that a Condominium Association will be formed in accordance with the Condominium Documents which shall manage and operate the Condominium and administer the Common Elements. With the foregoing in mind, if the Project is ever made subject Condominium Documents, then for the purposes of the Agreement, the

"Grantee" shall be deemed to be the Condominium Association created pursuant to such Condominium Documents, and the Condominium Association shall have the burdens and benefits imposed and afforded under this Amendment with respect to such parcel, and no individual Unit Owner within such common interest community shall have any of such burdens or benefits, except insofar as they constitute "Authorized Users" and then only in their capacity as such.

5.1. Association as Authorized User. Section 1.1 is supplemented with the addition of the following new Section 1.1.4 adding additional Authorized Users:

> The Condominium Association and its designees, including its managers, contractors and consultants retained to undertake the Authorized Uses allowed by this Agreement.

6. Indemnification. The first sentence of Section 5 of the 2011 Utilities Easement Agreement is hereby amended and restated in its entirety to read as follows:

> Grantee does hereby indemnify and save harmless Grantor and its elected and appointed officials, employees, agents, representatives, assignees, attorneys, successors and assigns from any and all mechanics' lien(s), expense, claim, action, liability, loss, damage, or suit (including attorney's fees and costs), and costs of any kind arising out of, or in any way connected with the exercise of the Authorized Uses by Grantee and Grantee's specifically designated designees, contractors and consultants who are undertaking some or all of the Authorized Uses for Grantee.
>
> Notwithstanding any provisions in the Agreement requiring Grantee to avoid any liens against the Grantor Property, the Parties agree and acknowledge that the Grantor Property is immune from mechanics' liens, and nothing in the Agreement shall be deemed to be a waiver or limitation of Grantor's governmental immunity in any respect.

7. Insurance. Section 6 of the 2011 Utilities Easement Agreement is hereby amended and restated in its entirety to read as follows:

> Throughout the term of the Agreement, Grantee shall keep and maintain, at its sole cost and expense, commercial general liability insurance ("CGL") in amounts per occurrence and in the aggregate not less than the Statutory Liability Limits for all claims of relief that accrue on or after January 1, 2022 and before January 1, 2026 as stated below, such amounts to be adjusted every four (4) years as provided below. The liability limits of the CGL insurance required pursuant to this Section will be reviewed as necessary and any changes mutually agreed upon every four years commencing January 1, 2026 to an amount not less than (a) the liability limits established by the Colorado Secretary of State from time to time for the immediately succeeding four year period pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-114 and (b) the liability limits generally maintained by businesses of similar size engaged in similar activities in the same or similar locales as the Project, whichever is greater, but in no event will the amount of the coverage be less than the Statutory Liability Limits for all claims of relief that

accrue on or after January 1, 2022 and before January 1, 2026. The parties acknowledge and agree that, as of the Effective Date, the Statutory Liability Limits for all claims of relief that accrue on or after January 1, 2022 and before January 1, 2026 is $424,000 for any injury to one person in a single occurrence and $1,195,000 for any injury to two or more persons in any single occurrence, except that in such instance no person may recover more than $424,000.

CGL insurance shall be written on ISO occurrence form and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, property damage, and liability assumed under an insured contract. Each Condominium Association which is a successor to Grantee pursuant to Section 6 of the Amendment shall cause its CGL policy to insure against liabilities incurred by each of its members in connection with their use of the easements granted pursuant to this Agreement. Such insurance shall be maintained under a policy pursuant to which the Grantor shall be named as an additional insured, or, alternatively, as a contractual insured. Within seven (7) days of the Effective Date, Grantee shall provide Grantor with a certificate of insurance showing compliance with the insurance requirements set forth above. To the extent commercially available, the certificates shall include a provision requiring a minimum of thirty (30) days' notice to Grantor of any change or cancellation.

Grantor waives all rights against Grantee (and its Authorized Users) for recovery of damages to the extent such damages are covered by the CGL insurance maintained by Grantee pursuant to Section 8 of the Agreement.

8. Remedies. Section 7.5 of the 2011 Utilities Easement Agreement is hereby supplemented by the addition of the following:

A Default under the Agreement by the Responding Party shall not give the Claiming Party the right to terminate the Easement granted in the Agreement.

9. Notice. Section 7.11 of the 2011 Utilities Easement Agreement is hereby amended and restated in its entirety to read as follows:

Any notice or other communication to any party given under this Agreement will be effective only if in writing and shall be deemed received (i) upon receipt when personally delivered; (ii) on the next business day after deposit when sent by a nationally recognized overnight courier service, charges prepaid and properly addressed, for next business day delivery; or (iii) upon confirmation of successful transmission to each recipient's electronic mail, when sent by electronic mail and if confirmed in writing sent by the methods specified in clauses (i) or (ii) of this Section), respectively, to whichever of the following addresses is applicable:

Grantor: Town of Mountain Village Attention: Town Manager	**With copy to**: Garfield & Hecht Attn: David H. McConaughy 625 E. Hyman Avenue, Suite 201

455 Mountain Village Blvd., Suite A Mountain Village, CO 81435 Email: _____	Aspen, CO 81611
Grantee: Tiara Telluride, LLC c/o Lalchandani Simon PL 25 SE 2nd Avenue, Suite 1020 Miami, FL 33131 Email: _____	**With copy to**: Sherman & Howard L.L.C. Attn: Cynthia M. Stovall 675 15th Street #2300 Denver, CO 80202

Notices must be addressed as set forth above, but each party may change its address by written notice in accordance with this Section.

10. Effect. Except as provided in this Amendment, the 2011 Utilities Easement Agreement remains unmodified and in full force and effect.

11. Recordation. This Amendment shall be recorded in the real property records of San Miguel County, Colorado.

12. Counterparts. This Amendment 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.

[This space intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment effective as of the Effective Date.

GRANTOR:

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

By: _____ Date: _____

Printed Name: Paul Wisor
Title: Town Manager

State of Colorado)
)ss
County of San Miguel)

Subscribed to and acknowledged before me this ___ day of _____, 202X, by _____ as the _____ of the Town of Mountain Village.

Witness my hand and official seal.

_____ My commission expires: _____
Notary Public

GRANTEE:

Tiara Telluride, LLC,
a Colorado limited liability company

By: _____ Date: _____

Printed Name: _____
Title: _____

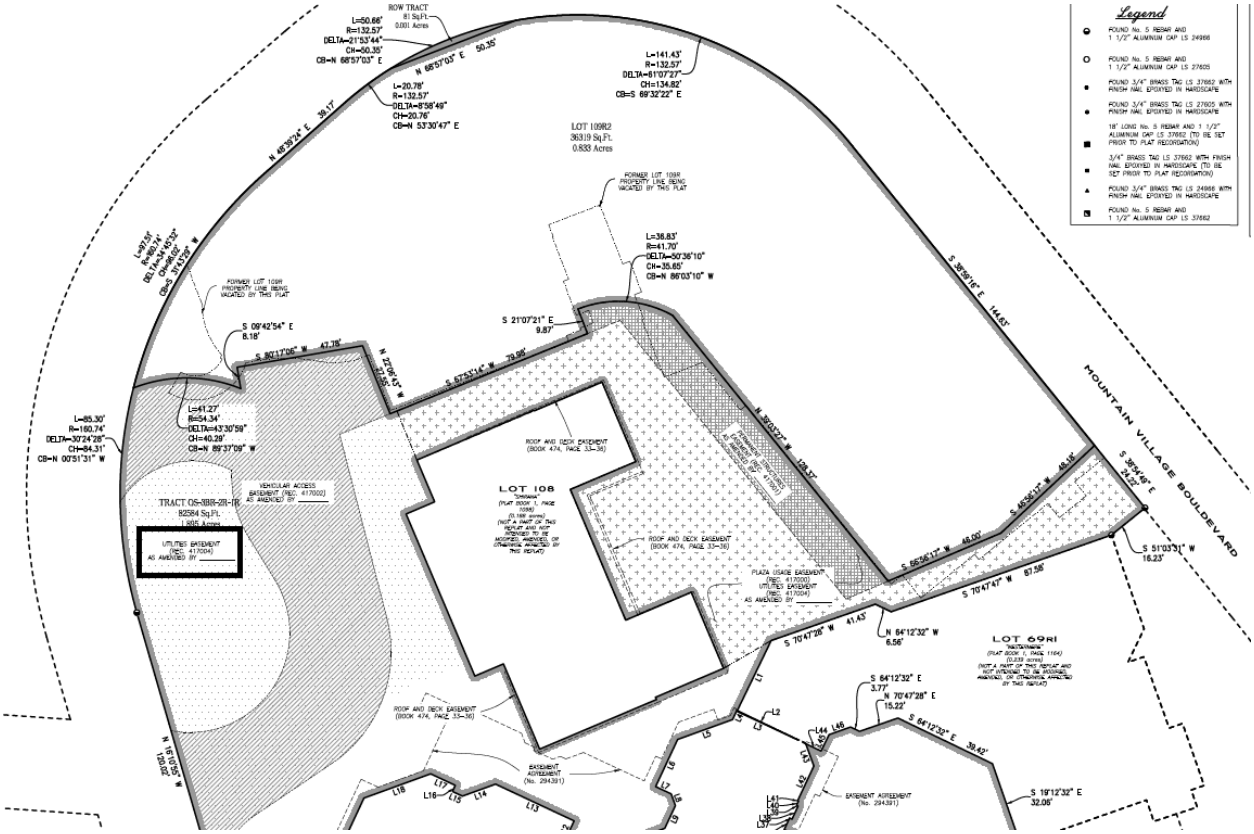
State of _____)
)ss
County of _____)

Subscribed to and acknowledged before me this ___ day of _____, 202X, by _____ as the _____ of Tiara Telluride, LLC, a Colorado limited liability company.

Witness my hand and official seal.

_____ My commission expires: _____
Notary Public

EXHIBIT "A"
(New Easement Area)



55488144.5

EXHIBIT "B"
(**Description of Easement Area**)

[To be added.]

FIRST AMENDMENT TO AND PARTIAL TERMINATION AND RELINQUISHMENT OF LICENSE AGREEMENT
(Utilities)

This First Amendment to and Partial Termination and Relinquishment of License Agreement (Utilities) ("**Amendment**") is made and entered into this _____, 2023 ("**Effective Date**") by and between the Town of Mountain Village, a Colorado municipal corporation and political subdivision of the State of Colorado ("**Licensee**" or "**Town**") and Tiara Telluride, LLC, a Colorado limited liability company ("**Licensor**"). Licensee and Licensor are sometimes each individually referred to as a "**Party**" and sometimes collectively as the "**Parties**."

RECITALS

A. Grantor is the current fee simple owner of Lot 109R2, Town of Mountain Village, San Miguel County, Colorado of that certain "Replat of Lot 109R and Tract _____, Town of Mountain Village, San Miguel County, Colorado" ("**Grantor Property**") recorded on _____, 2023, in Plat Book ___, Page _____ at Reception No. _____ (the "**Replat**") in the Official Records of the Clerk and Recorder for San Miguel County, Colorado ("**Official Records**").

B. Grantor intends to construct on the Grantor Property a mixed-use, luxury hotel and residential condominium project (the "**Project**"). The Project consists of certain buildings, structures and other improvements (the "**Project Improvements**").

C. Grantor authorized Grantee to develop the Project as evidenced by those certain land use entitlement approvals concerning the Grantor Property and the Project that have been granted by the Town, including, without limitation, approvals for a major PUD amendment, variations/waivers, Replat, rezoning of the Property to PUD, the transfer of density to the Town density bank and creation of bonus density for workforce housing and any other plans or permits granted by the Town for the Property and the Project. The Town Approvals are further reflected in Ordinance No. _____ adopted by the Town of Mountain Village Town Council which was recorded on _____, 2023 at Reception No. _____, the Amended and Restated Development Agreement recorded on _____, 2023 at Reception No. _____, and the Amended and Restated Declaration of Covenants and Restrictions (Hotel Operator and Hotel Amenities, Facilities and Services Covenant) recorded on _____, 2023 at Reception No. _____, all in the Official Records (collectively, the "**Town Approvals**").

D. The use and development of the Project is further subject to applicable provisions of the Town of Mountain Village Mountain Village Municipal Code Title 17 Community Development Code, adopted by the Town of Mountain Village by Ordinance No. 2013-01, as amended through the Effective Date (the "**CDC**") (which superseded and replaced the Town of Mountain Village Land Use Ordinance referenced in the 2011 Plaza Usage Easement Agreement (defined below)), the Town of Mountain Village Charter and the Town of Mountain Village Municipal Code ("**Town Laws**").

E. Prior to the Replat, portions of the Licensee Property and the Licensor Property were platted as Lot 109R and Tract OS-3BR-2, Town of Mountain Village, San Miguel County, Colorado according to the "**2011 Replat**" recorded on March 18, 2011, in Plat Book 1, Page 4455 at Reception No. 416994 in the Official Records.

F. Concurrently with the 2011 Replat, Licensee and Licensor's predecessor in title, MV Colorado Development Partners, LLC, a Texas limited liability company, entered into that certain License Agreement (Utilities) dated March 18, 2011 and recorded March 18, 2011 under Reception No. 416999 in the Official Records (the "**2011 License Agreement**") pursuant to which Licensee was granted a temporary license over Licensor's Property for certain Authorized Uses as set forth therein (the "**License**"). The License was granted in anticipation of the replacement of Existing Public Utilities on Licensor's Property with Replacement Public Utilities and the future granting of Replacement Utilities Easements therefor.

G. The License Agreement was entered into pursuant to the 2010 approval by Town Council for the Town of a PUD development for a project on Lot 109R (the "**2010 Lot 109R PUD**") by Resolution 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, recorded in the Official Records on December 10, 2010 under Reception No. 415339 (the "**2010 PUD Approval**") and in connection with (i) that certain Development Agreement, Lot 109R, Town of Mountain Village, Planned Unit Development recorded March 18, 2011 under Reception No. 416997 in the Official Records (the "**2011 Development Agreement**") and (ii) the 2011 Replat. The 2010 PUD Approval, 2011 Development Agreement, and 2011 Replat contemplated an earlier iteration of the Project on Lot 109R with which the 2011 License Agreement was entered into to accommodate. The 2010 PUD Approval and 2011 Development Agreement have been superseded and replaced in their entirety by the Town Approvals and the subject property replatted pursuant to the Replat.

H. In view of the above-described changes to the Project and related Town Approvals, Licensee and Licensor desire to amend the 2011 License Agreement as set forth in this Amendment, including terminating and releasing it from title to certain parcels of land originally encumbered thereby. The 2011 License Agreement as amended by this Amendment is referred to in this Amendment as the "**Agreement**."

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements made and entered into by the Parties, the sufficiency of which is hereby acknowledged, the undersigned Parties hereby agree as follows:

1. Interpretation. This Amendment amends the 2011 License Agreement. In the event of any inconsistency between the provisions of this Amendment and the provisions of the 2011 License Agreement, the provisions of this Amendment shall control. Capitalized terms used and not otherwise defined in this Amendment have the meaning given to them in the 2011 License Agreement.

2. License Area. The depiction of the "**License Area**" set forth in the 2011 License Agreement is hereby amended and restated in its entirety. Accordingly, Exhibit "A" depicting the License Area, as attached to the 2011 License Agreement, is superseded and replaced in its entirety by the attached **Exhibit "A"** depicting the License Area as amended by this Amendment. To the extent property located within the License Area defined in the 2011 License Agreement is not within the boundaries of the License Area as defined in this Amendment, the burdens of the 2011 License Agreement as modified by this Amendment pertaining to the License Area are terminated and released from same. Notwithstanding the foregoing, the parties acknowledge and agree that in no event will the foregoing impact or modify the effect of Section 3 below.

3. Burdened and Benefited Properties. The legal description of the "Licensee Property" set forth in the 2011 License Agreement is hereby superseded and replaced in its entirety with the legal description set forth in Recital A of this Amendment above. The legal description of the "Licensor Property" set forth in the 2011 License Agreement is hereby superseded and replaced in its entirety with the legal description set forth in Recital B of this Amendment above. The easements, benefits and rights granted and agreed to in the 2011 License Agreement as modified by this Amendment and the burdens, duties and obligations imposed and agreed to the in the 2011 License Agreement as modified by this Amendment shall run with the land and shall be a benefit of and burden upon Licensee Property (as defined in Recital A above) on the one hand, and the Licensor Property (as defined in Recital B above) on the other hand, as applicable, during the term of the Agreement. Further, the license, benefits and rights granted and agreed to in the 2011 License Agreement as modified by this Amendment and the burdens, duties and obligations imposed and agreed to in the 2011 License Agreement as modified by this Amendment shall be binding upon and shall inure to the benefit of, and be a burden upon, the designees, successors, and assigns of all of the Parties to the Agreement during the term of the Agreement.

4. Third-Party Private Utilities. The Parties acknowledge and agree that certain utilities and other related improvements , including, but not limited to, stormwater and drainage facilities, water, sewer, telephone, internet, electrical, gas, cable television utility that serve third-party private property owners ("**Third-Party Private Utilities**") may be located within portions of the License Area or other portions of the Licensee Property impacted by the Project. The definition of the term "**Existing Public Utilities**" set forth in Recital D of the 2011 License Agreement is hereby supplemented to include any Third-Party Private Utilities located within the License Area. The Parties acknowledge and agree that to the extent there are any Third-Party Private Utilities located on the Licensee Property either before or after the Project has been constructed, the intent is that Licensee will enter into easements or licenses with private the third-parties benefited by those Third-Party Private Utilities for the use, operation, maintenance, repair and replacement of same.

5. Indemnities and Insurance; Governmental Immunity. Any purported obligations of Licensee to provide any indemnities to Licensor or any other person or entity in the Agreement, and any other financial obligations of Licensee under the Agreement, shall at all times be subject to annual budgeting and appropriation by the Town Council in its discretion and shall not be deemed to be multiple-fiscal year direct or indirect debt or other prohibited financial obligations within the meaning of Article X, Section 20(4) of the Colorado Constitution. Section 3 of the 2011 Agreement is deleted. Licensee agrees to maintain such policies of insurance as deemed appropriate by the Mountain Village Town Council from time to time, which shall be in policy

amounts not less than the applicable liability limits in the Colorado Governmental Immunity Act. Licensee agrees to provide Licensor with written proof of current insurance coverage upon reasonable request. Nothing in the Agreement shall be construed as a waiver or limitation on Licensee's governmental immunity.

6. Remedies. Section 4.5 of the 2011 License Agreement is hereby supplemented by the addition of the following:

> A Default under the Agreement by the Responding Party shall not give the Claiming Party the right to terminate the License granted in the Agreement.

7. Notice. Section 4.11 of the 2011 License Agreement is hereby amended and restated in its entirety to read as follows:

> Any notice or other communication to any party given under this Agreement will be effective only if in writing and shall be deemed received (i) upon receipt when personally delivered; (ii) on the next business day after deposit when sent by a nationally recognized overnight courier service, charges prepaid and properly addressed, for next business day delivery; or (iii) upon confirmation of successful transmission to each recipient's electronic mail, when sent by electronic mail and if confirmed in writing sent by the methods specified in clauses (i) or (ii) of this Section), respectively, to whichever of the following addresses is applicable:

Licensee: Town of Mountain Village Attention: Town Manager 455 Mountain Village Blvd., Suite A Mountain Village, CO 81435 Email: _____	**With copy to**: Garfield & Hecht Attn: David H. McConaughy 910 Grand Avenue, Suite 201 Glenwood Springs, CO 81601
Licensor: Tiara Telluride, LLC c/o Lalchandani Simon PL 25 SE 2nd Avenue, Suite 1020 Miami, FL 33131 Email: _____	**With copy to**: Sherman & Howard L.L.C. Attn: Cynthia M. Stovall 675 15th Street #2300 Denver, CO 80202

> Notices must be addressed as set forth above, but each party may change its address by written notice in accordance with this Section.

8. Effect. Except as provided in this Amendment, the 2011 License Agreement remains unmodified and in full force and effect.

9. Recordation. This Amendment shall be recorded in the real property records of San Miguel County, Colorado.

10. Counterparts. This Amendment 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment, intending it to be effective as of the Effective Date.

LICENSEE:

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

By: _____ Date: _____

Printed Name: Paul Wisor
Title: Town Manager

State of Colorado)
)ss
County of San Miguel)

Subscribed to and acknowledged before me this ___ day of _____, 202X, by _____ as the _____ of the Town of Mountain Village.

Witness my hand and official seal.

_____ My commission expires: _____
Notary Public

LICENSOR:

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 _____, 202X, by _____ as the _____ of Tiara Telluride, LLC, a Colorado limited liability company.

Witness my hand and official seal.

_____ My commission expires: _____
Notary Public

EXHIBIT “A”

(**License Area**)

[See attached]

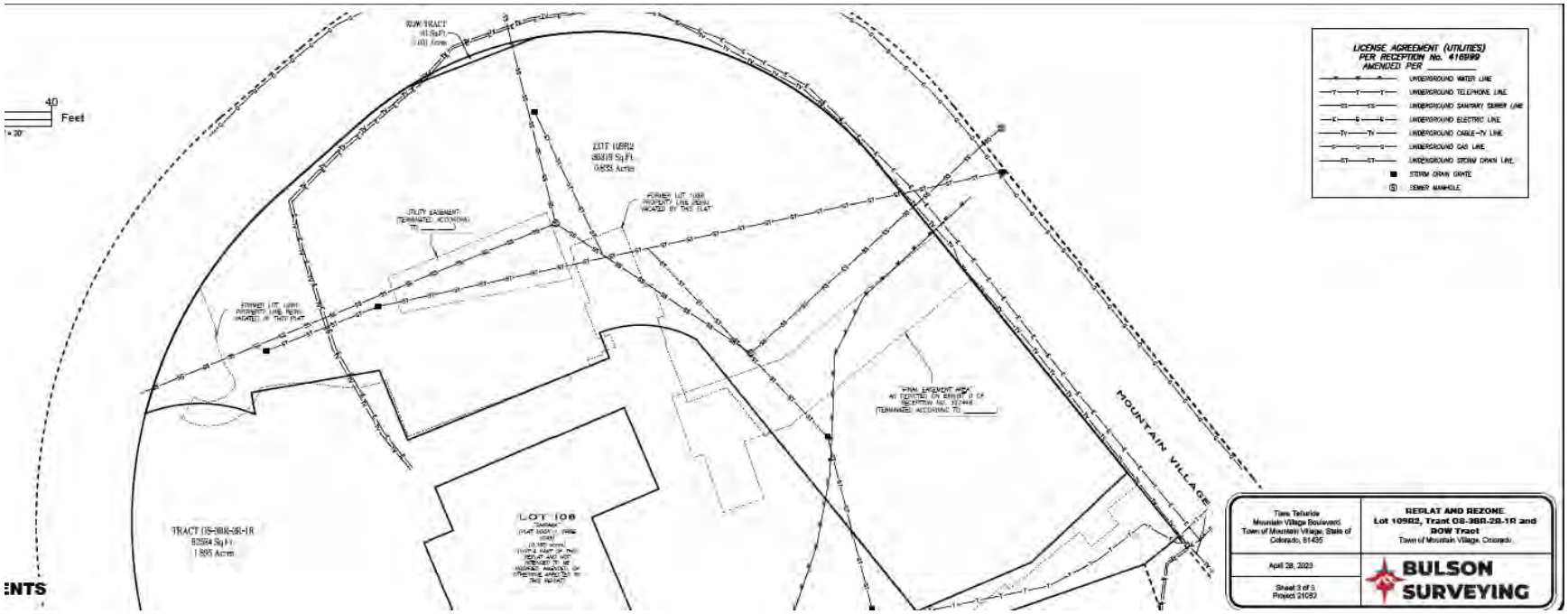

40
Feet
LICENSE AGREEMENT (UTILITIES)
PER RECEPTION No. 416999
AMENDED PER
UNDERGROUND WATER LINE
UNDERGROUND TELEPHONE LINE
UNDERGROUND SANITARY SEWER LINE
UNDERGROUND ELECTRIC LINE
UNDERGROUND CABLE-TV LINE
UNDERGROUND GAS LINE
UNDERGROUND STORM DRAIN LINE
STORM DRAIN GRATE
SEWER MANHOLE
LOT 108
MOUNTAIN VILLAGE
Town Telluride
Mountain Village Boulevard
Town of Mountain Village, State of Colorado, 81435
REPLAT AND REZONE
Lot 109R2, Tract OS-3BR-2B-1R and ROW Tract
Town of Mountain Village, Colorado
April 28, 2023
Sheet 3 of 3
Project 21082
BULSON SURVEYING

Exhibit A-2

TERMINATION AND RELEASE OF EASEMENT AGREEMENT
(Mountain Village Blvd Work)

THIS TERMINATION AND RELEASE OF EASEMENT AGREEMENT (Mountain Village Blvd Work) (this "**Termination**") is made as of this _____ day of _____, 2023 (the "**Effective Date**") by and between the Town of Mountain Village, a Colorado municipal corporation and political subdivision of the State of Colorado ("**Grantor**" or "**Town**") and **TIARA TELLURIDE, LLC**, a Colorado limited liability company ("**Grantee**"). Grantor and Grantee are each a "**Party**" and collectively the "**Parties**."

RECITALS

A. Grantee is the current fee simple owner of Lot 109R2, Town of Mountain Village, San Miguel County, Colorado of that certain "Replat of Lot 109R and Tract _____, Town of Mountain Village, San Miguel County, Colorado" ("**Grantee Property**") recorded on _____, 2023, in Plat Book ___, Page _____ at Reception No. _____ (the "**Replat**") in the Official Records of the Clerk and Recorder for San Miguel County, Colorado ("**Official Records**").

B. Grantor intends to construct on the Grantor Property a mixed-use, luxury hotel and residential condominium project (the "**Project**"). The Project consists of certain buildings, structures and other improvements (the "**Project Improvements**").

C. The Town authorized Grantee to develop the Project as evidenced by those certain land use entitlement approvals concerning the Grantee Property and the Project that have been granted by the Town, including, without limitation, approvals for a major PUD amendment, variations/waivers, Replat, rezoning of the Property to PUD, the transfer of density to the Town density bank and creation of bonus density for workforce housing and any other plans or permits granted by the Town for the Property and the Project. The Town Approvals are further reflected in Ordinance No. _____ adopted by the Town of Mountain Village Town Council which was recorded on _____, 2023 at Reception No. _____, the Amended and Restated Development Agreement recorded on _____, 2023 at Reception No. _____, and the Amended and Restated Declaration of Covenants and Restrictions (Hotel Operator and Hotel Amenities, Facilities and Services Covenant) recorded on _____, 2023 at Reception No. _____, all in the Official Records (collectively, the "**Town Approvals**").

D. The use and development of the Project is further subject to applicable provisions of the Town of Mountain Village Mountain Village Municipal Code Title 17 Community Development Code, adopted by the Town of Mountain Village by Ordinance No. 2013-01, as amended through the Effective Date (the "**CDC**") (which superseded and replaced the Town of Mountain Village Land Use Ordinance referenced in the 2011 Plaza Usage Easement Agreement (defined below)), the Town of Mountain Village Charter and the Town of Mountain Village Municipal Code ("**Town Laws**").

E. Prior to the Replat, portions of the Grantee Property were platted as Lot 109R, Town of Mountain Village, San Miguel County, Colorado according to the "**2011 Replat**"

recorded on March 18, 2011, in Plat Book 1, Page 4455 at Reception No. 416994 in the Official Records.

F. Concurrently with the 2011 Replat, Grantor and Grantee's predecessor in title, MV Colorado Development Partners, LLC, a Texas limited liability company, entered into that certain Easement Agreement (Mountain Village Blvd Work) dated March 18, 2011 and recorded March 18, 2011 under Reception No. 417003 in the Official Records (the "**2011 Mountain Village Blvd Work Easement Agreement**") pursuant to which Grantor granted an easement over a portion of Mountain Village Boulevard for certain Authorized Uses as set forth therein (the "**Mountain Village Blvd Work Easement**").

G. The Mountain Village Blvd Work Easement Agreement was entered into pursuant to the 2010 approval by Town Council for the Town of a PUD development for a project on Lot 109R (the "**2010 Lot 109R PUD**") by Resolution 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, recorded in the Official Records on December 10, 2010 under Reception No. 415339 (the "**2010 PUD Approval**") and in connection with (i) that certain Development Agreement, Lot 109R, Town of Mountain Village, Planned Unit Development recorded March 18, 2011 under Reception No. 416997 in the Official Records (the "**2011 Development Agreement**") and (ii) the Replat. The 2010 PUD Approval, 2011 Development Agreement, and Replat contemplated an earlier iteration of the Project on Lot 109R which the 2011 Mountain Village Blvd Work Easement Agreement was entered into to accommodate. The 2010 PUD Approval and 2011 Development Agreement have been superseded and replaced in their entirety by the Town Approvals and the subject property replatted pursuant to the 2011 Replat.

H. In view of the above-described changes to the Project and related Town Approvals, Grantor and Grantee desire to terminate and relinquish the Mountain Village Blvd Work Easement in its entirety.

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby state as follows:

1. **Termination and Release of Easement**. As of the Effective Date, the Mountain Village Blvd Work Easement is hereby terminated and released in its entirety and the properties burdened and benefited thereby are forever released and discharged from all of the terms, covenants, conditions, restrictions, easements, reservations, burdens and liens thereof.

[This space intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, this Termination has been executed by the Parties as of the date and year first set forth above.

GRANTOR:

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

By: _____
Date: _____

Printed Name: Paul Wisor
Title: Town Manager

NOTARY ACKNOWLEDGEMENT OF GRANTOR

STATE OF):
ss:
COUNTY OF):

The foregoing instrument was acknowledged before me on this, the _____ day of _____, 2023, by Paul Wisor, as Town Manager of the Town of Mountain Village, a Colorado municipal corporation and political subdivision of the State of Colorado, on behalf of the Town.

WITNESS MY HAND AND SEAL.

_____
NOTARY PUBLIC

Printed Name: _____
My Commission Expires: _____

GRANTEE:

Tiara Telluride, LLC,
a Colorado limited liability company

By: _____
Date: _____

Printed Name: _____
Title: _____

NOTARY ACKNOWLEDGEMENT OF GRANTEE

STATE OF):
ss:
COUNTY OF):

The foregoing instrument was acknowledged before me on this, the _____ day of _____, 2023, by _____, as _____ of Tiara Telluride, LLC, a Colorado limited liability company, on behalf of the company.

WITNESS MY HAND AND SEAL.

_____
NOTARY PUBLIC

Printed Name: _____
My Commission Expires: _____

AMENDMENT TO PEDESTRIAN ACCESS EASEMENT RESERVED IN DEED

THIS AMENDMENT TO PEDESTRIAN ACCESS EASEMENT RESERVED IN DEED ("**Amendment**"), made effective as of the ____ day of _____, 2023, is entered into by and between TSG SKI & GOLF, LLC, a Delaware limited liability company ("**TSG**"), as successor-in-interest to the Telluride Ski & Golf Company, LLLP, a Colorado limited liability limited partnership ("**Telluride Ski & Golf**"), as successor-in-interest to The Telluride Company, a Colorado corporation ("**The Telluride Company**") and TIARA TELLURIDE, LLC, a Colorado limited liability company ("**Tiara**") and is confirmed and agreed to by the TOWN OF MOUNTAIN VILLAGE, a Colorado Home Rule Municipality and Political Subdivision of the State of Colorado ("**Town**"). TSG, Tiara and the Town are sometimes referred to individually in this Amendment as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. In Exhibit WD-89-A-2 to that certain Warranty Deed (the "**1987 Deed**") from The Telluride Company dated March 2, 1987 and recorded March 2, 1987 in Book 434, Pages 475-478 in the Official Records of the Clerk and Recorder for San Miguel County, Colorado (the "**Official Records**"), The Telluride Company reserved a non-exclusive pedestrian access easement (the "**Pedestrian Access Easement**") on, over and across Tract 89-A ("**Tract 89-A**"), Telluride Mountain Village, Filing 1, according to the replat of future Lot 89 and Tract OS-3, Telluride Mountain Village, Filing 1, recorded January 29, 1987 in Plat Book 1 at pages 693-694, County of San Miguel, State of Colorado (the "**1987 Plat**"). Tract 89-A is also referred to in the 1987 Deed as Lot 89-A.

B. The Telluride Company reserved in the 1987 Deed the right to "limit the rights of the beneficiaries of this reservation or abolish it, or both." The Telluride Company was succeeded by Telluride Ski & Golf which was in turn succeeded by TSG.

C. The 1987 Deed reserves the Pedestrian Access Easement "for the benefit of all persons who possess an ownership interest in the property commonly referred to as the Mountain Village Unit (sic.) Planned Development, San Miguel County, Colorado ("**Mountain Village**") or the improvements thereon, and their lessees, invitees, licensees and guests. This reservation is deemed to be a burden on Lot 89-A, which shall run with that land and a benefit to the Mountain Village which shall also run with these lands." In 1995 Mountain Village was incorporated as the Town.

D. Tract 89-A was included but not changed in Plat recorded in Plat Book 1 at Page 823 and Plat recorded in Plat Book 1 at Page 980, both in the Official Records.

E. Tract 89-A was then deleted and replatted as part of Lot 109R ("**Lot 109R**"), Town of Mountain Village according to the Plat of Lot 109R and Tract OS-3BR-2, Town of Mountain Village, recorded in the Official Records on March 18, 2011 in Plat Book 1 at Page 4455, Reception No. 416994, County of San Miguel, State of Colorado (the "**2011 Replat**"). Note 11 of the 2011 Replat supplements and amends the Pedestrian Access Easement.

F. Tiara is the current fee simple owner of Lot 109R.

G. Tiara has secured certain land use entitlement approvals including the replatting of Lot 109R as Lot 109R2, Town of Mountain Village, San Miguel County, Colorado ("**Property**") according to Replat of Lot 109R and Tract OS-3BR-2R-1R recorded *[concurrently with this Agreement] [or] [on _____, 2022 in Plat Book ____, Page _____, Reception No. _____]* (the "**Plat**") and development on the Property of a mixed-use hotel, residential condominium and commercial project (the "**Project**"), all pursuant to that certain Ordinance No. _____ adopted by the Town Council, approving the Application for the Project, which was recorded on _____, 2023 at Reception No. _____ in the Official Records (the "**Town Approvals**"). The Project consists of certain buildings, structures and other improvements (the "**Project Improvements**").

H. The Town Approvals and Final PUD Plans (as defined therein) contemplate that the Project Improvements will include at the southeast corner of the Project on the Town Open Space Parcel identified on the Plat as Tract OS-3BR-2R-1R (the "**Town Open Space Parcel**") those metal grate stairs connecting Mountain Village Boulevard with the Plaza Area identified on the attached Exhibit A as "Pedestrian Staircase" (the "**Pedestrian Staircase**"). The Pedestrian Staircase will be owned and operated by the Town.

I. The Parties have determined that once the Pedestrian Staircase has been constructed and opened to the public the Pedestrian Access Easement will no longer be necessary and desire to amend the Pedestrian Access Easement to provide for its termination and release from title to the Property at that time.

AGREEMENT

In view of the above recitals and for other good and valuable consideration, the Parties agree as follows:

1. Effective upon the completion of construction and opening to the public of the Pedestrian Staircase on the Town Open Space Parcel (the "**Pedestrian Access Easement Termination Trigger Event**"), the Pedestrian Access Easement and all right, title and interest TSG and the Town therein shall, without further agreement among the parties, terminate and be released from title to the Property.

   In the event and for such period from and after the Effective Date as, for any reason, the Pedestrian Staircase is not built and opened to the public, the Pedestrian Access Easement will continue in full force and effect until the Pedestrian Access Easement Termination Trigger Event occurs, at which point the Pedestrian Access Easement will terminate and be of no further force and effect in accordance with the immediately preceding sentence. If, for any reason, the Pedestrian Staircase is constructed on property other than the Town Open Space Parcel, the Pedestrian Access Easement will remain in full force and effect until Telluride Ski & Golf otherwise agrees in a writing recorded in the official records.

2. Notwithstanding the automatic termination and release of the Pedestrian Access Easement as provided in Section 1 above, following the completion of construction and

opening to the public of the Pedestrian Staircase, at the request of any Party and at the expense of Tiara, the Parties will execute and record in the Official Records a termination and release of the Pedestrian Access Easement.

3. TSG represents that it has not transferred or assigned its rights under the Pedestrian Access Easement to any other person or party and that TSG is the sole owner of the beneficial rights reserved to The Telluride Company in the Pedestrian Access Easement.

4. This Amendment shall be binding on, inure to the benefit of and be a burden upon the heirs, designees, successors and assigns of the Parties.

5. The Parties shall promptly record this Amendment in the San Miguel County Official Records.

6. This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument.

[Signature pages follow.]

IN WITNESS WHEREOF the Parties have executed this Amendment as of the Effective Date

TSG:

TSG SKI & GOLF, LLC, a Delaware limited liability company

By:_____
Name:_____
Its:_____

STATE OF _____)
)
COUNTY OF _____)

Subscribed to and acknowledged before me this ____ day of _____, 2023, by _____, as _____ of TSG SKI & GOLF, LLC, a Delaware limited liability company.

Witness my hand and official seal.

_____ My commission expires: _____
Notary Public

Tiara:

TIARA TELLURIDE, LLC, a Colorado limited liability company

By:_____
Name:_____
Its:_____

STATE OF _____)
)
COUNTY OF _____)

Subscribed to and acknowledged before me this ____ day of April, 2023, by _____, as _____ of Tiara Telluride, LLC, .

Witness my hand and official seal.
My commission expires: _____

_____
Notary Public

CONFIRMED AND AGREED:

TOWN:

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

By:_____
Paul Wisor, Town Manager

STATE OF _____)
)
COUNTY OF _____)

Acknowledged, subscribed and sworn to before me this _____ day of _____, 20___ by Paul Wisor as the Town Manager of The Town of Mountain Village.

Witness my hand and official seal.

_____ My commission expires: _____
Notary Public

EXHIBIT A

Pedestrian Staircase

[See attached.]

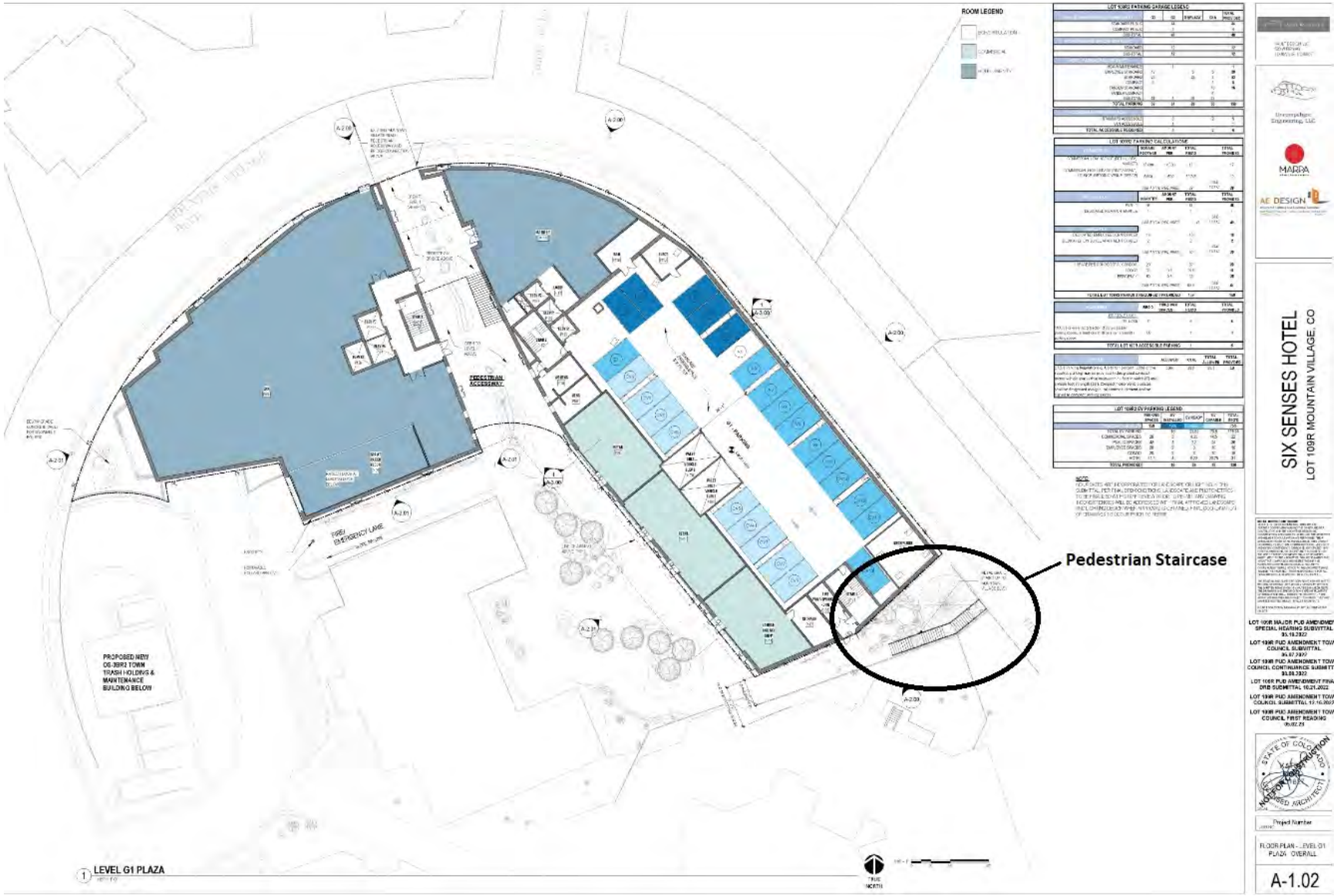

Pedestrian Staircase
SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO
A-1.02
LEVEL G1 PLAZA
PROPOSED NEW
06-3892 TOWN
TRASH HOLDING &
MAINTENANCE
BUILDING BELOW
FIRE
EMERGENCY LANE
PEDESTRIAN
ACCESSWAY
ROOM LEGEND
TRUE
NORTH

Exhibit A-1

Exhibit "B-1"
(Schedule of Improvements)

Public Improvement	**Estimated Cost**
Plaza improvements to See Forever walkway and Town Plaza area between Lot 109R2 and Westermere/Shirana (the Westermere Breezeway Improvements)	$75,000
Village Core Transfer Station (Replacement Trash Facility) on Town Open Space Parcel including all surface improvements, snowmelt and a portion of sidewalk and resurfacing of Town Open Space Parcel	$840,625
Snow melting and improving the fire lane	$189,871
Stairway access from Mountain Village Blvd on the east connecting Lot 89-1BCD-R, Tract 89-B, and Lots 89-2A, 89-3B, and 89-3D Town of Mountain Village, to Plaza Improvements.	$150,000
Cash contribution to improvements to parcel to the south of the Westermere project and adjacent to the pond near the Village Core	$250,000
Sidewalk from Shirana to Mountain Village Blvd	$81,146

Exhibit "B-2"
(Westermere Breezeway Improvements)

WESTEMERE BREEZEWAY VIEW

BO KA Powell
Chris W. Barnes
Reg. No.: 400465

WESTEMERE IMAGE
11.18.2010
PROJECT NO: 08131.100

MOUNTAIN VILLAGE HOTEL

Exhibit "C"
(Area of Plaza Improvements)

Exhibit "D"

Employee Housing Restriction

[TO BE FINALIZED PRIOR TO SECOND READING OF ORDINANCE]

Consolidated Major PUD Amendment Application, Major Subdivision and Rezoning Application – Narrative
Lot 109R, Town of Mountain Village, San Miguel County, Colorado

Submitted July 19, 2023

Tiara Telluride, LLC, a Colorado limited liability company ("**Tiara**") submits this consolidated development narrative (this "**Development Narrative**") in connection with: (1) Tiara's Major PUD Amendment Application ("**PUD Application**") with respect to Lot 109R, Town of Mountain Village, San Miguel County, Colorado ("**Lot 109R**"), according to the plat recorded in the office of the Clerk and Recorder of San Miguel County (the "**Clerk's Office**") March 18, 2011 at Plat Book 1, Page 4455, Reception No. 416994 (the "**2011 Replat**"); (2) Tiara's Major Subdivision Application for Lot 109R, which Tiara owns, and the adjacent, Town-owned OS-3-BR-2 (the "**Subdivision**"); and (3) Tiara's application to rezone the added portions of the resulting Lot 109R and the resulting OS-3BR-2 to the zoning designation applicable to the rest of each parcel.

The PUD Application seeks to amend an existing PUD originally known as the Mountain Village Hotel Planned Unit Development and approved by the Town of Mountain Village (the "**Town**") pursuant to Resolution No. 2010-1208-31 (the "**2010 PUD**"). A Design Review Process Application (the "**DRB Application**") for Lot109R has been previously submitted in connection with the PUD Application.

This updated Development Narrative supplements previously submitted narratives (and supersedes any previous narratives to the extent of any conflict), and provides an overview of the PUD Application and the related Subdivision, highlights changes from previous submittals, and addresses specific issues raised by the Town. The concepts set forth herein are explained in detail in the draft Development Agreement that is also being submitted.

Project Overview

Lot 109R is currently subject to the 2010 PUD, and Tiara originally intended to develop the site in accordance with the 2010 PUD. However, after receiving feedback from the Town during the fall of 2021, Tiara agreed to pursue significant amendments to deliver an overhauled building design suitable for a five star hotel operator. This resulted in plans for a beautiful building that compliments the Town's stunning natural setting, with Tiara bringing in Six Senses as its hotel operator partner.

Tiara is seeking approval of the PUD Application, the Subdivision, and an associated rezoning so that the land ultimately included in either Lot 109R or OS-3-BR-2 will have the appropriate zoning designation (collectively, the "**Approvals**"). The Approvals will advance critical priorities of the Town reflected in the Town's Comprehensive Plan, by allowing Tiara to develop a five-star hotel with at least 50 hotbeds, employee housing significantly over and above Town requirements, public parking spaces, public plaza improvements, and mixed-use commercial space (the "**Project**"). The Project will provide a brand new plaza at the north end of the Village

Center, activating an area that is currently comprised mostly of a parking lot. The Project will also construct a brand new trash holding building on OS-3-BR-2.

Tiara proposes a design for the building with a more rounded shape sensitive to the topography of the land and surrounding properties within the Village Center. In order to accommodate this new shape, Tiara proposes a subdivision of portions of OS-3BR-2 and 109R in accordance with the proposed plat resubmitted herewith.

The previously submitted draft plat has been included with two scenarios to also identify the replatted Lot OS-3BR-2 and Lot 109R. Another replat of OS-3BR-2 is currently being processed. If that other replat is completed, the revised OS-3BR-2 will be designated as OS-3BR-2R-1R when replatted pursuant to our proposal. If the other replat has not been completed, the revised OS-3BR-2 will be designated as OS-3BR-2R pursuant to our proposal. References herein to OS-3BR-2 include the applicable revised version of OS-3BR-2. Following our proposed replat, regardless of the status of the other pending replat of OS- 3BR-2, the existing site designated Lot 109R will be designated Lot 109R2, and references herein to Lot 109R include Lot 109R2.

Tiara has also submitted an Application for Rezoning requesting that the land that is replatted to 109R2 is also rezoned consistent with all terms and conditions of the applicable PUD Amendment, and that the land replatted as part of OS-3BR-2 and a Town right-of-way parcel, be zoned in accordance with the other adjacent Town-owned land.

The current Application (and related Approvals) follow a number of public workshops, which led up to public hearings with the Town starting in May 2022. The DRB Application for the Project was approved with conditions on December 1, 2022. The most recent Town Council hearing was held on June 15, 2023, at which time Council voted to continue the Application (as well as the requests for the other Approvals) to the Town's August 17, 2023 meeting. During the June 15, 2023 public hearing, Town Council requested additional information on a number of items. Significant changes and additional information being provided are summarized below.

Recent Changes and Additional Information

Legal Agreement Status/Changes

- All applicable legal agreements have been drafted, and the drafts have been reviewed by and negotiated with staff. Copies of current drafts of all agreements are being submitted. This includes the Hotel Covenant, a copy of which was not included in the Council Packet for the June 15, 2023 Town Council meeting.

- Development Agreement
    - Most changes to the Development Agreement since the June 15, 2023 Town Council meeting are legal/technical in nature. Some changes worth noting include the following:

- Provisions that make more explicit the requirement of operation by a five-star luxury brand hotel operator, and provisions addressing Town approval of any change from Six Senses, which is the Town-approved "Hotel Operator"
- Added express requirement to provide incentives to owners of lodge units to include them in the rental management program. As described by the Town Attorney, given securities regulations requirements, there cannot be a legal requirement for lodge units to be placed in the rental management program, or a prohibition on use of the lodge units as a primary residence. However, in light of incentives, and information concerning experience at other similar projects, Tiara expects that a significant portion of the lodge units will be available for rental, whether through the rental management program or otherwise.
- Made explicit that, with respect to the public restrooms being provided as part of the project, the Developer is responsible for operation and maintenance, as well as future capital improvements including repairs and remodels.
- Elimination of new drainage through Westermere.
- Expressly provide that, if Westermere does not provide approval for new breezeway improvements as proposed by Developer's plans, the Developer will simply pay the approved amount directly to the Westermere HOA.
- Added additional language addressing the possibility of relocating the existing trash holding building, and the Developer's provision of payment toward the cost of a replacement trash holding building.
- Added language regarding construction observation and inspection as requested by the Town
- Added language addressing the process and deadline for completing public improvements, and acceptance and warranty relating to public improvements, as requested by the Town.
- Added explicit requirement that no grading excavation be allowed until the replat for the Subdivision is required and the required performance guarantee has been provided to the Town.

- Hotel Covenant
  - The current version of the Hotel Covenant includes changes largely intended to conform to changes to the Development Agreement.

- Easement and License Agreement Amendments and Terminations
  - Added Pedestrian and Maintenance Easement grant to See Forever
    Remaining changes are legal in nature and generally clean-up/not substantive

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Additional Information Regarding Traffic

Based on requests for additional information on traffic and circulation solutions for the Project, Tiara engaged Christopher S. McGranahan, P.E., with LSC Transportation Consultants, Inc. to prepare a Traffic Impact Study ("**TIS**") relating to the Project, including addressing existing conditions. The TIS includes detailed existing traffic count data based on actual weekday and weekend traffic measurements, and provides projections of future background traffic levels and projections of additional trip generation that the Project will create. The projections are based on industry-accepted standards. The TIS concludes that the Project will result in considerable improvements to the existing conditions

Status of Discussions with Shirana Regarding Construction Mitigation

Since the June 15, 2023 Town Council meeting, Tiara has had additional discussions with representatives from the Shirana HOA. In addition to the ongoing dialog with the HOA president, Rob Connor, Tiara's legal team is also in communication with Shirana's legal counsel. The goal of the dialog is to address Shirana's concerns relating to mitigating impacts associated with the construction process.

The parties are currently working on scheduling a meeting with Shirana to occur prior to the August 17, 2023 Town Council meeting to discuss Tiara's revised construction mitigation plan, and attempt to reach agreement on terms relating to construction impacts. Tiara recognizes that Shirana has legitimate concerns relating to construction mitigation and expects to be able to reach an agreement with Shirana. Among other things, any agreement providing for a crane swing over the Shirana property, would include appropriate insurance and other requirements to provide reasonable protection to Shirana..

That said, should it prove necessary, Tiara also has potential construction plans that would rely on alternative crane structures that would not need to swing over any portion of the Shirana's airspace

Construction Mitigation Narrative and Plan

A revised construction mitigation narrative and plan is being submitted.

Design Submittal

No changes are being made to the building or Project design since the last submittal. However, per staff request, a complete submittal of all materials is being made. The design narrative submitted with the design materials has minor updates/changes from the version submitted prior to the June 15, 2023 Town Council meeting.

Public Improvements and Public Benefits

A revised version of the public improvements and public benefits charts, based on staff-approved versions from the June 15, 2023 meeting, are included as **Exhibit A**.

Approval Criteria

Tiara has addressed satisfaction of the approval criteria in previous narratives, and also, most recently, in the June 13, 2023 letter for the record submitted by Bill E. Kyriagis as legal counsel for Tiara.

EXHIBIT A

Public Benefits and Public Improvements Tables

PUBLIC BENEFITS

Item	Value	Notes
Onsite deed restricted housing an additional 1 employee apartment (2 total employee apartments) and 18 employee dormitories units that sleep up to 3 employees.	$9,950,250 estimated value (kept in one ownership unit).	2010 PUD provided for one employee apartment was to be provided pursuant to the 2010 PUD.
Mitigation Payment	$996,288	Note requirements for additional payment per employee after the second anniversary of Certificate of Occupancy.
48 Public Parking Spaces	$4,800,000	
50 dedicated hotel rooms		2010 PUD provided for 40 dedicated hotel rooms.
5 star luxury hotel operator assured via the Hotel Covenant and Development Agreement		
Furniture Package		See Hotel Covenant
Hotel Operator and amenity space requirements		See Hotel Covenant
Westermere Façade/Breezeway Improvements*	$75,000	
Shuttle service to the Montrose and Telluride airports for hotel guests		
Public Restroom	$154,781	
Conference Room Space – use for public at market rates	n/a	2010 PUD provided for conference room space. Change is to provide for market rates.
Public Access from Port Cochere to See Forever Plaza through the building (easement)	$75,000	Access direct from Porte Cochere into See Forever Plaza
Valet Parking	n/a	

Various easements (e.g., See Forever and Town access to See Forever)	n/a	
Additional 38 Lodge Units	n/a	Note: Can be individually owned. Due to securities law requirements, the lodge units cannot be required to be in the rental management program, and there cannot be a legal restriction prohibiting use as a primary residence. However, Tiara will encourage participation in the rental management program, and expects that a significant portion of these units will be available for rental through the rental management program or otherwise
Subtotal	**$16,051,319**	

Public Improvements that are considered public benefits pursuant to the 2010 PUD agreement:

Item	Value	Notes
Plaza Improvements (See Forever walkway and Shirana area)	$1,109,561	
Trash Enclosure rebuild on OS-3BR-2	$840,625	2010 PUD provides for use of $250,000 of housing mitigation payment for the trash enclosure.
Snowmelting and improving the fire lane	$189,871	
Subtotal	**$2,140,057**	

Public Improvements also considered a public benefit 2023:

Item	Value	Notes
Stairway Access for 89 Lots on Town owned OS-3-BR-2	$150,000	
Village Pond Improvement Payment	$250,000	
Sidewalk from Shirana to Mountain Village Blvd	$81,146	
TOTAL	**$589,871.00**	

TOTAL PUBLIC BENEFITS $ 18,781,247*

* Per staff, this value is given to provide general context of public benefit and is not a precise value.

Public Improvements pursuant to the major subdivision – required:

Item	Value
Sidewalk, lighting and a snowmelted sidewalk Along Mountain Village Blvd	$612,030
Utility relocations/installations as approved by Town Council	$2,500,000
Repaving Mountain Village Blvd	Replacing a top course of asphalt over 2,309 square yards of asphalt at $79,213
TOTAL	**$ 3,191,243**

Other public improvements – required:

Item	Value
Snowmelting OS-3BR-2 (access area near trash enclosure; south of the trash enclosure)	$382,575
Repaving OS-3BR-2 (access area near trash enclosure; south of the trash enclosure)	$276,129
Village Center improvements that extend beyond the original boundary identified in the 2010 PUD	$829,219
TOTAL	**$ 1,487,923**

TOTAL PUBLIC IMPROVEMENTS (ESTIMATE TO DATE) $ 4,679,166*

* Per staff, the applicant's engineer will need to certify the estimated construction costs, including a contingency, to determine the appropriate security to be posted by the developer prior to building permit. The number here may change

Provided Amenities of note but do not constitute public benefits:

Item	Value
Sustainability Fund committed to be spent locally (A Six Senses requirement)	$350,000
Silver LEED Certified (a Six Senses requirement)	$2,460,000
TOTAL	**$2,810,000**

Other Considerations as part of the PUD agreement

Adding additional approx.: 551 sf of land to the subdivision	Paid for at same rate as the original PUD $194 a square foot
TOTAL	**$106,894**

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TIARA TELLURIDE, LLC

July 19, 2023 Design Narrative

PROJECT SUMMARY

Lot 109R is a curved lot in Village Center of Mountain Village where zero lot line building is allowed with the neighboring properties constructed as zero lot line. The history and evolution of the design revisions has continued to address staff and public concerns. Although there is no material change to the overall proposed design and mass of Lot 109R Hotel from the December 1, 2022 Final DRB Approved documents, we previously incorporated revisions to address staff and neighbor requests as described in this narrative and the design documents. Note that there have been no changes to the design since the May 1, 2023 submittal. The revisions to this narrative address updates and clarifications.

The adjacent OS-3BR-2 Town trash holding building serves Village Center Town properties. The open space Lot meanders through the Village and around the surrounding properties. The public plaza abuts the proposed hotel Lot 109R and adjacent neighbors of Palmyra, Westermere, and Shirana.

In the last submittal we included staff requested revisions for an alternate configuration for Lot OS-3BR-2 trash holding building The revision included increased site parking and is in this submission. As noted at the time of the last submittal, the snowmelt boiler system will be located in Lot 109R, and will not be located in the trash facility. We revised the parking in the hotel garages and incorporated 48 public spaces. This includes spaces to satisfy CDC provisions on commercial parking requirements. Satisfying the Town's parking requests eliminated the need for a requested variation.

We followed staff direction and moved the two hotel transformers to OS-3J utility GE and have relocated the Shirana transformer just off the Westermere ramp adjacent to OS-3BR-2. We previously removed the majority of the overhead easement request as further described below and addressed neighbor concerns by reducing the subgrade permanent structure to increase separation distance.

In the previous submittal we responded to the staff requested revision to incorporate additional land at the west end of Lot 109R which is currently Town-owned and constituting a part of OS- 3BR-2. This created a better delineation between the two lots. The snowmelt boiler previously proposed to be located on OS-3BR-2 has been relocated within Lot 109R. This is further described in the OS-3BR-2 trash holding section of this narrative.

The previously submitted draft plat has been included with two scenarios to also identify the replatted Lot OS-3BR-2 and Lot 109R. Another replat of OS-3BR-2 is currently being processed. If that other replat is completed, the revised OS-3BR-2 will be designated as OS-3BR-2R-1R when replatted pursuant to our proposal. If the other replat has not been completed, the revised OS-3BR-2 will be designated as OS-3BR-2R pursuant to our proposal. References herein to OS-3BR-2 include the applicable revised version of OS-3BR-2. Following our proposed replat, regardless of the status of the other pending replat of OS- 3BR-2, the existing site designated Lot 109R will be designated Lot 109R2, and references herein to Lot 109R include Lot 109R2. The landscape and photometrics do not show any updates other than a reprint for the revised site plan.

We are also including clouded Final DRB Approved documents delineating the changes described in this narrative. The town trash building sheet is clouded in entirety as the plans, elevations, material quantities and schedules have been revised.

The DRB accepted our response to comments which included a reduction of the building mass and incorporated a stepping of the building resulting in a reduced stacked floor verticality and integrated offsets. The stepped offsets also visually engages the sloped walls that cascade down the façade and helps to anchor the stone base of the building. The tiered floors and removal of mass creates openings to the sky.

CLARIFICATION ON ANY REVISIONS

After the last hearing we met with staff to further discuss any items that were raised and are including in this submission.

- We addressed questions on the traffic circulation and have captured very detailed data of actual physical counts and activity for more than one week over two separate weekends. This information is captured in the Traffic Study and again confirms the design for OS-3BR-2 and relocation of Lot 109R driveway alleviates existing congestion and allows for easy circulation for the existing and additional vehicle counts.

  The attached diagram delineates the existing challenges of the current site conditions.

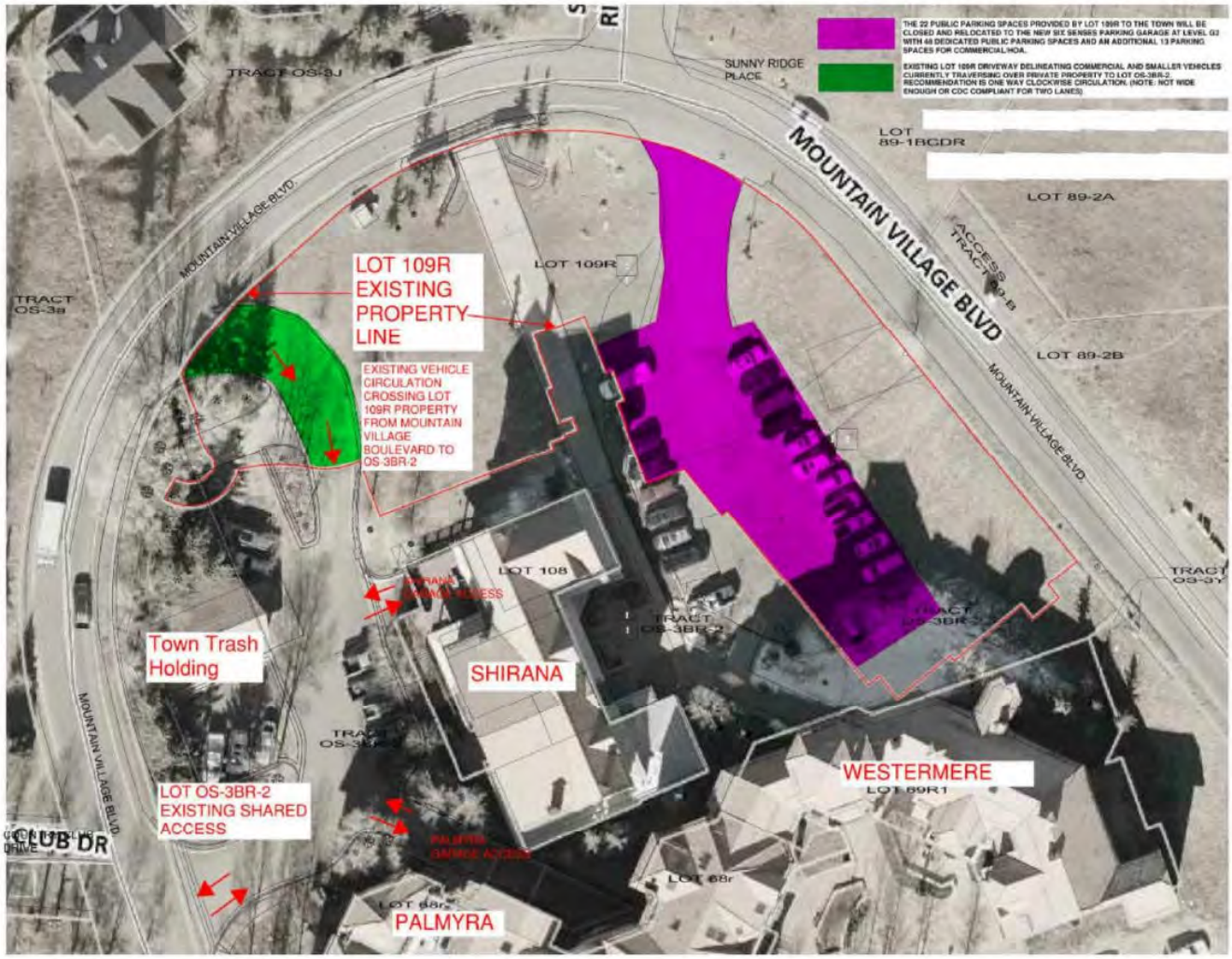


Figure 2b

Existing Conditions

Mountain Village Hotel - Lot 109R (LSC #220780)

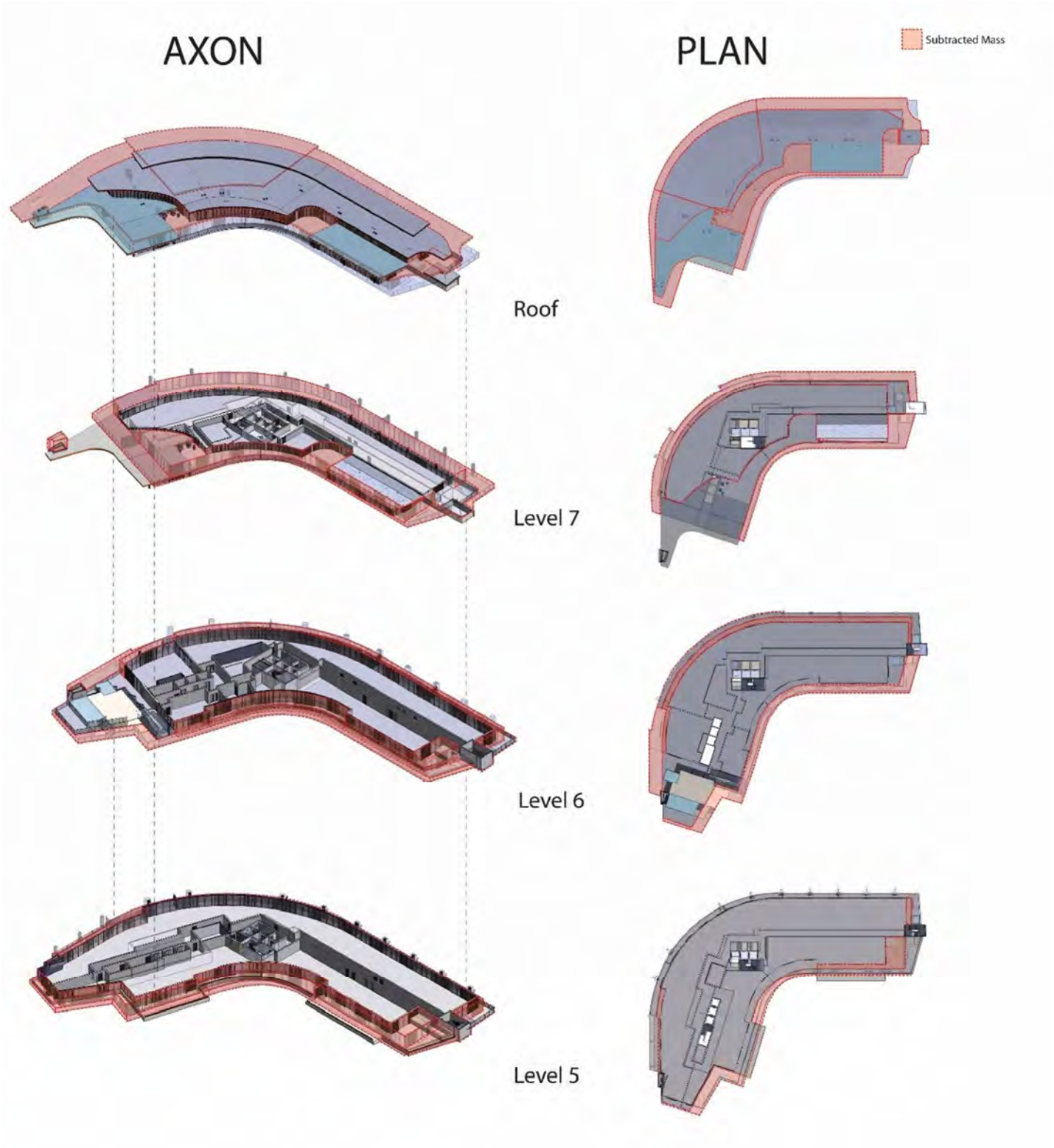
- We met with staff and discussed the area plans and methodology for determining the area and confirmed we had followed CDC requirements. As such, we have no revision to submit on the design documents.
- Separate to the design documents, the construction mitigation plan addressed the crane swing discussion where it is proposed over the Shirana (without any load). The team continues to have conversations with the neighbor. In this submission we have included an alternate option with a different type of crane that would not swing over the Shirana.
- Conversations about an LOI and the dedication of Six Senses as the operator. In April of 2022, staff requested a copy of a signed LOI from the five-star flagship hotel, Six Senses, for the Lot 109R submittal. The letter was provided and remains active. The design, engineering, and Six Senses team has worked together over the past year so that design and programming meets or exceeds their stellar branding standards and expectations.

BUILDING MASSING/HEIGHT

The Final DRB Approved design addressed concerns focused on the max building height and matched the approved 2011 PUD max height of 88'-9". We have also addressed concerns focused on the average height which results in an average below the Approved 2011 PUD of 65'-2.9" with a reduction to 63.61'. This is a slight modification to the Final DRB Approved documents and remains below the Approved 2011 PUD average height.

Due to the unique curvature of the building mass, we addressed height concerns raised by the Town through a deconstruction of the building. This deconstruction provided an opportunity to address additional Town comments regarding the general feel of the base of the building's mass at the plaza level as well as the roof lines.

By pronouncing the stepped levels and jogging floor heights we were able to integrate sloped rooflines which creates a more dynamic and interesting façade. The diagrams attached have no change from previous submission or the Final DRB Approved design. In this submission, building mass and height above grade has remained as approved.


AXON
PLAN
Subtracted Mass
Roof
Level 7
Level 6
Level 5

PUBLIC BENEFIT DESIGN ITEM REVISIONS

In response to the comprehensive plan, the design proposed incorporates a publicly accessible stair via Mountain Village Boulevard to the hotel Porte Cochere to the Plaza Level with a continuous connection to See Forever or the Village Core. Additionally, the elevators provide code-required accessible access as needed meeting code requirements and include an access easement. (Refer to development documents).

An exclusive floor of dedicated employee housing is integrated in the design, exceeding the requirements of the Code and providing a public benefit. The submission includes area plans with the town's CDC requirements for how to calculate the area which is reflected in the area plans and calculations.

Restaurants are included in the hotel design and open to the general public. A wedding venue/conference room(s) are also available for public use and provides an additional public benefit. There is no change to the locations of these benefits from the Final DRB Approved documents.

Please refer to the public benefit diagram and table included in the application package.

DESIGN REVISIONS FOR EASEMENTS

The previous submittal included a request for a cantilevered concrete slab to provide ingress/egress at the south end of the building at employee housing level. We removed the over property projection and overhead encroachment request. The design documents have been updated to reflect this and include revisions to plans and elevations.

We removed the request for an overhead easement at the Porte Cochere and have minimized it to be within property boundaries. The Porte Cochere details have been updated to reflect this change.

In response to the Final DRB Approved design we met with staff in December to further review photometrics. After that meeting, we removed any request for exterior light fixtures projecting beyond property boundary as reflected in the 12.16.23 submission. We have included clouds on the elevations to reflect the change from the Final DRB Approved design.

PARKING DESIGN REVISION

The Approved 2011 PUD included 48 public parking spaces. We addressed concerns raised by staff and the Town to meet the required 48 spaces. Level G2 has incorporated the 2011 Approved PUD 48 public parking spaces at the non-valet parking garage level, "G2". Level G2 is publicly accessible from Mountain Village Boulevard via OS-3BR-2 shared driveway to the hotel garage entry. Access to the plaza and other floors are available via elevator or stair.

We worked with our engineers and the geotechnical engineer to incorporate an additional level of sub-grade parking below G2, level "G3" to allow for the additional parking. Proposed level G3 parking is valet only and accessible via two proposed vehicle elevators accessed by the valet from the Porte Cochere.

The vehicle elevators' main level, located at G1A, are just off the Porte Cochere where hotel guests, employees and commercial parking will be valet parked at one of the valet parking levels G1A, G1, or G3. The vehicle elevators are proposed to bypass level G2 completely as no public access would be allowed in the elevators for safety and operational concerns.

The added level G3 and vehicle elevators are a change from the previous submittal. The parking garage plans and legend have been clouded in Final DRB Approved design documents to identify updates from previous submission.

PERMANENT UNDERGROUND STRUCTURE EASEMENT - DESIGN REVISION

Integrating level G3 parking has also allowed us to address concerns for the permanent underground structure easement, where part of the parking was beyond the property boundary in both the Approved 2011 PUD and our proposed amendment. We addressed the staff and adjacent neighbor concerns (Shirana, Palmayra, and Westermere) for proximity of foundations by increasing the setback of the parking foundation under the plaza between the existing buildings and the proposed underground easement.

The revised underground plaza permanent structure for the subgrade parking garage is a change from the previous submittal as a reduction of total area. We also removed the boiler room proposed below the fire lane.

The plans delineating permanent underground structure revisions have been clouded on Final DRB Approved design documents.

SUSTAINABILITY

The design incorporates sustainable practices that meet or exceed the requirements of the Five Star Flagship Hotel operator, which are among the highest standards of any hotel operator, worldwide. A complete-building energy analysis will be used to optimize envelope, HVAC, lighting, pool/spa systems, snowmelt, and renewable energy strategies, which will all be evaluated under metrics such as energy costs, energy/demand reduction, carbon impacts, and greenhouse gas reduction. This iterative, holistic analysis will occur prior to building permit and help the team determine the ideal fenestration and glazing performance targets with respect to the other building systems and design elements.

SITE DESIGN OS-3BR-2 VEHICULAR ACCESS REVISION

A revised traffic study has been provided and is included in this submittal. The report captures physical traffic counts for Lot OS-3BR-2 site circulation and the existing parking lot on 109R private property. Lot 109R's existing 22 parking spaces (leased to the town under the 2010 Approved PUD extension) are accessed opposite Sunny Ridge Place. The 22 spaces will be relocated and increased to 48 public parking spaces. Additionally, it includes existing traffic counts for the Sunny Ridge vehicular circulation that will occur opposite of the Porte Cochere location for the Six Senses hotel. The traffic study incorporated future projection for undeveloped property beyond the project as provided by the staff.

In order to improve and maintain a one way clockwise circulation for commercial only vehicles, the existing north driveway is shifted from Lot 109R private property to Lot OS-3BR-2 for Town Bus, Town Trash, and delivery truck access. In contrast to Lot 109R driveway which has a pinch point of approximately 16 feet width, the new location has better grading compliant with Mountain Village CDC and is wide enough to allow for multiple vehicles to circulate at the same time.

The report re-confirms the circulation is not only improved but will alleviate the congestion of the existing site. The Town's Engineer provided guidelines for the traffic engineer's additional studies. These guidelines were followed and incorporated into the traffic engineer's traffic study.

One way ingress/egress for passenger vehicles is suggested and to be accessed via the south entry from Mountain Village Boulevard to Palmyra Parking Garage, Shirana Parking Garage, OS-3BR-2 Site Parking, or Lot 109R Hotel Public Parking.

The site design documents in this submittal have no changes from the previous submissions grading, driveway access and curb cuts for the suggested circulation patterns from the report. Any revisions from Final DRB have been delineated with clouds on the sheets from Final DRB Approved submission.

Additional public parking spaces have also been incorporated on OS-3BR-2 as delineated on the site plan and traffic report. In order to increase site parking, the trash holding building has been modified from the Final DRB Approved Design and incorporates staff requests to remove the boilers as described in the narrative in the "OS-3BR-2 Trash Facility" section.

The Traffic Study includes previously studied vehicle circulation diagrams for commercial SU30 delivery truck loading/unloading in front of the Shirana (via north entry commercial vehicle access) or two passenger vehicle loading/unloading spaces adjacent to the trash building. The loading/unloading is deep enough for another delivery truck or two passenger vehicles as shown on the diagram titled "Public AutoTurn Movement" and "SU-30 AutoTurn Movement".

Also addressed is the commercial circulation access for the hotel deliveries, Shirana delivery, and town trash holding pick up, as well as bus turnaround from the north access for a WB50 truck backing into the delivery bay as well as an SU30 truck backing into the delivery bay. All commercial delivery and hotel garbage/recycling collection will occur within the concealed delivery bay.

UTILITY DESIGN REVISIONS

We previously responded to the staff's requested revisions to move the three proposed transformers from OS-3BR-2 across the street to the Town Lot OS-3J. The design team presented the revision to the Director of Public Works, Utility Company (SMPA), and town engineer (SGM) and they are accepting the requested relocation for the two transformers feeding Lot 109R in the GE off Mountain Village Boulevard. The transformer feeding Lot 108 for the Shirana has to be closer to their property due to engineering constraints of utility runs and remains on OS-3BR-2 but has been shifted away from the trash holding building off the sidewalk adjacent to the Shirana building.

The switchgear on Lot 109R serves several adjacent properties and has been submitted with a proposed relocation to Lot 1BCDR. In December, the design team met with the Director of Public Works and SMPA to discuss the relocation of the switchgear. Their preferred relocation is still on Lot 1BCDR in the public utility GE, as this meets safety and service requirements in addition to tying into infrastructure. The relocated switchgear will result with a substantial upgrade to infrastructure serving Mountain Village.

We previously responded to staff-requested revisions for the Gas Reg with two options included in civil plans. The Black Hills preferred location is the previously submitted installation of a new Gas Reg at 89-B on privately owned property in the Access Tract, for which the owner of Lot 89-B has consented. We are resubmitting a letter of approval for 89-B Gas Reg location.

The design team presented the revision with hotel gas loads to the Director of Public Works, Utility Company (Black Hills), and town engineer (SGM) and they have approved these alternate solutions. Included in this submittal is another letter of approval from Black Hills, confirming agreement with the suggested location.

NEW OS-3BR-2 TRASH FACILITY, SNOW MELT, & SITE PARKING

We previously responded to staff requested revisions and removed the boiler room serving the snowmelt system for OS-3BR-2-1R and relocated those boilers into the hotel on Lot 109R. The reduction of square footage allowed for additional site parking for Town- owned spaces.

The orientation is the same as previously proposed for accessing dumpsters and the traffic engineer has re-confirmed it is the best for vehicular circulation. The garbage truck access is via the north entry for commercial vehicles with a right turn where the truck will pull in front of the trash holding building. The dumpsters are rear loaded perpendicular to the trash truck and the truck exits to the south drive where sight lines are optimal. The north access via right turn, rear load, and exit to the south avoids overlapping passenger vehicles.

The architectural style proposed in the Final DRB Approved design has not changed. We have maintained the stone, wood siding and metal finishes as previously proposed. Shrinking the footprint did result in a reduction of one garage door, but we have separated the two bays into recycling and trash based on direction from the trash pick-up provider, Bruin Waste. We have also included a letter from Bruin Waste confirming approval of this revision. Please refer to the traffic circulation study exhibit for additional updated information.

MISCELLANEOUS CLARIFICATION

- We previously area gross and net area plans in this submittal reflective of the CDC and have confirmed compliance with staff.
- We previously removed the construction mitigation sheets from the design documents and moved them to the construction mitigation section.
- No revisions are. Final electrical and landscape will be reflected prior to building permit in conjunction with DRB Final Conditions.
- We previously added level G3 reflected in building section.

Thank You,

Katsia Lord, RA, LEED AP

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO DENYING A MAJOR PLANNED UNIT DEVELOPMENT AMENDMENT FOR LOT 109R

RESOLUTION NO. 2023-__

WHEREAS, Tiara Telluride, LLC (the "Developer") is the owner of certain real property described as Lot 109R, Town of Mountain Village, Colorado, according to the plat recorded as Reception No. 416994 ("Lot 109R") and

WHEREAS, the Town of Mountain Village (the "Town") is the owner of certain real property adjacent to Lot 109R described as open space parcel OS-3BR-2, according to the plat recorded as Reception No. 416994 (the "Town Property"); and

WHEREAS, the Town previously approved a PUD Plan for Lot 109R by Resolution 2010-1208-31 (the "2010 PUD") and, in connection therewith, the Town and Developer's predecessor-owner of Lot 109R entered into a Development Agreement dated March 18, 2011, which was recorded as Reception No. 416997 (the "2011 Development Agreement"); and

WHEREAS, pursuant to Ordinance 2015-07, the Town approved a First Amendment to the 2011 Development Agreement extending vested rights relating to the 2010 PUD until December 8, 2020; and

WHEREAS, pursuant to Ordinance 2020-16, the Town approved a Second Amendment to the 2011 Development Agreement extending vested rights relating to the 2010 PUD until December 8, 2022; and

WHEREAS, pursuant to Ordinance 2022-10, the Town approved a Third Amendment to the 2011 Development Agreement extending vested rights relating to the 2010 PUD until September 8, 2023; and

WHEREAS, the Developer has applied to the Town to replat Lot 109R and the Town Property (the "Major Subdivision Application") for the purpose of a land exchange where the Town would convey portions of the Town Property to become part of Lot 109R (the "109R Adjustment Parcels") and the Developer would convey portions of the current Lot 109R to become part of the Town Property (the "Open Space Adjustment Parcels," and together with the Town Property, the "Adjusted Town Property"); and

WHERAS, the Developer has applied to the Town to rezone the Adjusted Town Property as open space (the "Rezoning Application") in connection with its application for approval of a Major Amendment to the 2010 PUD the "Major PUD Amendment Application") to develop a mixed-use project including a five-star luxury hotel (the "Project"); and

WHEREAS, the Design Review Board ("DRB") held public hearings regarding the Major PUD Amendment Application on May 5, 2022 and May 31, 2022, and voted 3-1 to issue a recommendation of approval to the Town Council concerning the Application, subject to further consideration by the DRB for final design review and for its recommendation regarding the related Major Subdivision Application; and

WHEREAS, the Town Council considered an ordinance approving the Major PUD Amendment Application (the "Major PUD Amendment Ordinance") on first reading at its regular meetings on June 16, 2022 and August 18, 2022, and consented to including the 109R Adjustment Parcels in the Developer's Major PUD Amendment Application and Major Subdivision Application, but voted to continue the matter to November 17, 2022 so as to allow the Developer time to submit the Major Subdivision Application and final design review materials; and

WHEREAS, the Town Council again considered the Major PUD Amendment Ordinance on first reading at its regular meeting on November 17, 2022, but voted to continue the matter to January 19, 2023 so as to allow the DRB to conduct a further public meeting regarding final design review and the Major Subdivision Application before the Town Council would make a decision as to the Major PUD Amendment Application; and

WHEREAS, following a DRB meeting held on December 1, 2022, the DRB recommended to the Town Council approval of the Major PUD Amendment Application and the Major Subdivision Application, subject to conditions; and

WHEREAS, the Town Council considered the Major PUD Amendment Application, the DRB's recommendations, and testimony and comments from the Developer, Town staff, and members of the public at a public meeting on January 19, 2023 and voted 6-1 to direct Town staff to prepare this Resolution denying the Major PUD Amendment Application; and

WHEREAS, the public hearings and meetings to consider the Major PUD Amendment Application were duly noticed and held in accordance with the Town's Community Development Code ("CDC"); and

WHEREAS, the Town Council held a public meeting on March 16, 2023, to consider this Resolution and voted to continue the matter to June 15, 2023, at which time the Council voted to continue the matter again to August 17, 2023; and

WHEREAS, the Town Council again considered this matter following additional review and consideration of the Major PUD Amendment Application at its public meeting on August 17, 2023, and voted to approve this Resolution, denying the Major PUD Amendment Application for the reasons set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Mountain Village, Colorado, that:

Section 1. Recitals. The above recitals are hereby incorporated as findings of the Town Council in support of the enactment of this Resolution.

Section 2. Definition of the Application. The "Major PUD Amendment Application" means and consists of the materials submitted to the Town and itemized on Exhibit A, plus all statements, representations, and additional documents of the Developer and its representatives made or submitted at the public hearings before the DRB and Town Council, but taking into account changes to the Application following the December 1, 2022, DRB meeting. Copies of all exhibits to this Resolution and the Major PUD Amendment Application materials are available for inspection at the office of the Town Clerk. In the event of any conflict between this definition of the Application and the official record of the subject hearings as maintained or prepared by the Town Clerk, the official record shall control.

Section 3. Summary of Application. The Major PUD Amendment Application proposes the construction of 50 Efficiency Lodge Units, 31 Lodge Units, 20 Condominiums, 2 Employee Apartments, 18 Employee Dormitories, as well as public plaza improvements, public bathrooms, an underground parking garage, and approximately 22,609 square feet of commercial space, all as presented and described in the documents submitted to and considered by the Town Council at its August 17, 2023, public meeting. In the event of any conflict between this summary of the Application and the official record of the subject hearings as maintained or prepared by the Town Clerk, the official record shall control.

Section 4. Review Criteria. The Major PUD Amendment Application was originally submitted in April 2022. In December 2022, the Town adopted Resolution 2022-1208-17, amending the 2011 Comprehensive Plan. Because the Major PUD Amendment Application was submitted before the effective date of Resolution 2022-1208-17, it is being considered under the 2011 Comprehensive Plan. Additionally, the Major PUD Amendment Application is being considered under following criteria set forth in CDC Section 17.4.12.E:

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.

Section 5. Decision. The Town Council finds that the Major PUD Amendment Application does not meet the requirements of the CDC set forth above, including, without limitation, satisfaction of Sections 17.4.12 and 17.3.4.H.7 of the CDC and compliance with the 2011 Comprehensive Plan. The Town Council, therefore, denies the Major PUD Amendment Application. The following is an illustrative but not exhaustive list of the reasons why the Major PUD Amendment Application does not satisfy the applicable review criteria:

a. The proposed development includes Town-owned land, use of which is in the sole discretion of the Town Council and which approval is not guaranteed. The Town Council cannot find the Major PUD Amendment Application would produce a better development per CDC Sections 17.4.12.E.3 and 17.4.12.A.2. Based on the current proposal, the Town Council is not willing to convey Town-owned property to the Developer to be used for the proposed development, which makes the development unfeasible as currently proposed.

b. The proposed development does not create a more efficient use of land, public facilities, and government services as required by CDC Section 17.4.12.A.5, because the Developer has chosen to maximize development and requests encroachments and easements on town-owned land to meet the needs of the development in terms of utilities, access, etc. Specifically, the proposed development does not efficiently use the Town Property for trash and access, and there will be interruption to trash use/service during construction; and adding addition vehicular uses in perpetuity does not create a more efficient use of the town's land area, which would hinder the Comprehensive Plan's goal of relocation of the facility.

c. The proposed development does not include sufficient infrastructure as required by CDC Section 17.4.12.I.9, because much of the development's utilities will be placed on neighboring properties.

d. The proposed development does not provide adequate community benefits, which includes public benefits and public improvements per CDC Section 17.4.12.G.

e. The proposed development does not provide adequate public facilities and services as required by CDC Section 17.4.12.E.7.

f. The proposed development creates pedestrian circulation hazards contrary to CDC Section 17.4.12.E.8.

g. All other grounds reflected in the record regarding the Major PUD Amendment Application.

Section 6. Effective Date. This Resolution shall be in full force and effect upon its passage and adoption.

ADOPTED AND APPROVED by the Town Council at a regular public meeting held on August 17, 2023.

TOWN OF MOUNTAIN VILLAGE TOWN COUNCIL

By: _____
Martinique Prohaska, Mayor

ATTEST:

_____
Susan Johnston, Town Clerk

APPROVED AS TO FORM:

_____
David McConaughy, Town Attorney

Exhibit A

[LIST OF MAJOR PUD AMENDMENT APPLICATION MATERIALS]

Public Benefits Variations and Specific Approvals Comparison 2010 PUD and 2023 PUD amendment

For illustrative purposes only see Ordinance for a complete list of variations, specific approvals and public benefits.

Rev. 8.10.23	**Original PUD**	**Amendment Request**
Public Benefits		
	40 dedicated hotel rooms	50 dedicated hotel rooms held in common ownership as a condominium unit and cannot be further condominiumized
	Hotel Operator requirements	Hotel Operator requirements – letter of intent with Six Senses – also see hotel covenant
	Furniture package	Furniture package
	A Mitigation payment of $996,288	A Mitigation payment of $996,288
	Hotel Covenant	Hotel Covenant
	Up to $250,000 of the mitigation payment referenced above, can be used to relocate the trash facility	Existing Trash Facility to be replaced at applicant estimated total cost of $840,625. This includes town consent that Tiara Telluride rebuild the trash building.
	60% ($590,625) of the mitigation payment to be used for employee housing.	The remaining $746,288 of the mitigation payment, to be placed in dedicated Employee Housing Fund
	On the 2nd anniversary of a Certificate of Occupancy, the operator will provide actual full time equivalent employee information. The owner shall pay $4,018.52 per employee in excess of the 90 full time equivalent employees estimated by the owner.	On the 2nd anniversary of a Certificate of Occupancy, the operator will provide actual full time equivalent employee information. The owner shall pay $4,018.52 per employee in excess of the 90 full time equivalent employees estimated by the owner.
	One (1) employee apartment	Two (2) employee apartments total (meaning one additional employee apartment) and 18 employee dormitories, each comprised of individual sleeping rooms accommodating three people with common amenities such as a shared kitchen and recreational facilities and a laundry within a minimum commitment of 11,700 square feet of employee housing. Applicant estimated cost $9,950,250 with a cumulative sale value of approximately $20,000,000 if sold individually and not subjected to employee housing restrictions).
	Public Restroom	Public Restroom
	Plaza Improvements	Plaza Improvements to the Village Pond Plaza cash in lieu of $250,000. The existing easement for use and access would be terminated.
	Emergency access to Plaza Area	Emergency access to Plaza Area

	The Project Association responsible for removing and/or relocating snow from the south side of upper Mountain Village Boulevard	Installation of two new sidewalks improved with snow melt systems: (1) Shirana to MV Blvd (2) From where the four seasons sidewalk ends continuous along MV Blvd to the entrance to OS-3BR-2 (109R back of house and town short term parking area)
	See Forever Walkway. A pedestrian access easement will be drafted that connects See Forever through Lot 109R to the Village Center	See Forever Walkway. A pedestrian access easement will be drafted that connects See Forever through Lot 109R to the Village Center with the major subdivision plat
	48 public parking spaces in the parking garage	48 public parking spaces provided in the parking garage
	Westermere Breezeway Improvements	Westermere breezeway improvements and Westermere path improvements consistent with their proposed development plan and subject to 7.2.8 of the proposed development agreement.
	Conference Room space rentable by the public at regulated rates comparable to the TCC	Conference Room space rentable by the public at market rates
	20,164 square feet commercial density	22,609 square feet commercial density
		Public Access via the port cochere through the building to the See Forever walkway plaza
	24 hour valet service in exchange for tandem parking	valet parking provided for commercial uses. Tandem parking is requested. Shuttle service between Montrose and the hotel for guests.
		Lodge units voluntarily in the rental pool
	Original PUD	**Amendment Request**
Variations	Variation/waiver to LUO Section 2-416 to allow Lot 109 and 110, Building Footprint Lots, to expand by more than 25%.	n/a
	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".	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".
	Variation/waiver to LUO Section 2-466 to allow for the proposed lock-off unit configuration as shown in the Final PUD Plans.	n/a
	Variation/waiver to LUO Section 4-308-2 (sic.) *[*Should have referenced 4-311-2.]* 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.	N/A

	Variation/waiver to LUO Section 4-308-2(f) to allow for conference and meeting space on the plaza level.	N/A
	Variation/waiver to LUO Section 4-609-5 to extend the PUD vesting period from three (3) to five (5) years.	N/A. Applicant proposes to create a vested property right in the PUD as amended for the standard 3-year vesting period.
	Variation/waiver to LUO Section 9-13 through 9-16 to allow for the "festoon" lights over the plaza area.	n/a
New Requests		A request for Town Council to create bonus density or MV density in the density bank to be transferred to the property for employee apartment or employee dormitory use, as needed.
		A variation to CDC Section 17.4.12.(O)(2) to the 67% prior written consent of 67% of all owners of a unit to a PUD application.
		Conference Center to be offered to the public at market rate rather than comparable to the Conference Center.
		Easement for awnings and overhangs
		Roof Form per CDC 17.5.6.C.
		Wall material (no stucco proposed) per CDC 17.5.6.E.
		Glazing – uninterrupted areas of glass that exceed 16 square feet per CDC 17.5.6.G.5
		Decks and Balconies – long continuous bands per CDC 17.5.6.I.
		Commercial, Ground Level and Plaza Area Design Regulations – Storefront Design, Color Selection per CDC 17.5.15
		Garage Drive Aisle reduced from 22 feet to 18 feet approved by the fire marshal per CDC 17.5.8.C.3
		Exterior Lighting Variations
		Commercial, Ground Level and Plaza Area Design Regulations To allow for a ski locker private unit on a Primary Pedestrian Plaza
		Driveway Grade
	Original PUD	**Amendment Request**
Specific Approvals	Specific approval from the Town Council to allow residential occupancy on the plaza level for an Employee Housing Condominium (LUO Section 4-308-4).	N/A
	Specific approval from the DRB to allow tandem parking to be included as required parking (Design Regulations Section 7-306-2).	Requesting tandem parking
	Specific approval from the DRB to allow for modification of the tile	N/A

	roofing material, not design (Design Regulations Section 8-211-5).	
	Specific approval from the DRB to allow for 2:12 roof pitch (Design Regulations Section 8-202)	N/A
New Specific Approvals		Materials- TPO membrane roof, metal fascia and soffit
		Solar roof tiles in the Village Center
		Road and Driveway Standards – 2 curb cuts
		Tandem Parking
Finding		
		The DRB established a one parking space per dormitory unit on May 31sth per CDC 17.5.8.A.5 (May 31, 2022 meeting)

1. Which Silver LEED certification are you pursuing? Certification for Building Design and Construction?
    a. Intertek is listed as the LEED & Energy Modeler. Have they completed an initial LEED scorecard based on the drawings and specifications? If so, what were the results? Has the applicant decided on anticipated credits to pursue?
    b. Has the amount of energy the project will use been modeled? If so, what were the results?

2. The Six Senses' website states that they place "great importance on creative and sustainable architecture and building practices" and have operations "empty of waste, toxins and plastic." How involved has the Six Senses' development team been in the design and engineering of the project?

3. As part of this package, it says "Provisions [are included] that make more explicit the requirement of operation by a five-star luxury brand hotel operator, and provisions addressing Town approval of any change from Six Senses, which is the Town approved 'Hotel Operator'."
    a. Does the contract stipulate a date by which these changes would need to be made? What are the repercussions? For example, is there a chance we end up with a hotel constructed and no operator?

4. If Six Senses drops out at any time as the Hotel Operator, will the project still pursue LEED Silver Certification?

5. Solar – how much energy will the anticipated solar arrays generate?

6. Natural gas – it looks like alternate Option 2 was chosen as the gas regulator station location. Per black Hills Energy's email, "The alternate Option 2 is less preferrable as it is closer to the road and vehicular traffic. Either location will have to have some sort of barricade, whether that is steel pipe enclosure or large rocks place around location to keep it protected." Alternate Option 2 is on the other side of the road – is this location approved by that property's owner?
    a. Is the Town okay with this location so close to the road?

7. More of a question for Town Council:
    a. Valley Advocates for Responsible Development (VARD) in Teton Valley reached out about the applicant. Has Town Council reached out to VARD for more information/clarification?

8. Listed as Public Benefits
    a. 50 dedicated hotel rooms over the 40 rooms in the original PUD– this seems more like a hotel desire/benefit than a public benefit
    b. Provide a brand new plaza at the north end of the Village Center – who is managing this?
    c. Valet parking – How is it a public benefit?
    d. "The Project will also construct a brand new trash holding building on OS-3-BR-2." Is this a public benefit or required for the project? Will the building include compost?
        i. The new trash holding building is listed as a public benefit, but later the document states that it has "Added additional language addressing the possibility of relocating the existing trash holding building, and the Developer's provision of payment toward the cost of a replacement trash holding building." Will the trash building be built by the developer or will this get put onto the Town?
    e. Is the mitigation payment a requirement or public benefit?

   f. “Onsite deed restricted housing an additional 1 employee apartment (2 total employee apartments) and 18 employee dormitories units that sleep up to 3 employees.” Is this a public benefit or a hotel need/benefit?

9. Other considerations as part of PUD agreement
   a. Adding additional 551 sf of land, paid for at the same rate as original PUD. Given the requested changes to the original PUD (from 2010), and the current value of land, should this payment amount increase?

Hi Amy,
I don't see and changes that concern me. I doubt the construction mitigation plan will work but they always evolve once construction starts. I am concerned about access to the Westermere businesses. I am particularly concerned about ADA and no close parking.
Finn

SGM

MEMORANDUM

DATE: July 31, 2023 *revised August 2, 2023*

TO: Amy Ward, Town of Mountain Village

FROM: Dan Cokley, PE, PTOE

RE: Lot 109R Development – Traffic Impact Study Review

This memo provides a review of the Lot 109R Traffic Impact Study (TIS) prepared by LSC Transportation Consultants Inc dated July 19, 2023, and submitted to the Town. The TIS was prepared based on coordination with the Town and the accepted scoping and methodology form provided by the Town.

The TIS meets the intent of the scoping and is generally consistent with the agreed upon methodology. A summary of the comments are provided below.

- Sunny Ridge / Porte Cachere and Mountain Village Blvd intersection
  - The intersection is recommended as an All-Way Stop Controlled (AWSC) intersection in conjunction with the proposed development. This appears to be a reasonable solution to the sight distance issues at this existing and proposed intersection.
    - What are the grades at the westbound downhill approach? Grades at stop-controlled intersections are typically 4% or less within 100 ft of the intersection.
    - The intersection is modeled in 2026 and 2043 as two-way stop control, revise to AWSC and present MOE results.
- 95th percentile queue results should be provided using Simtrafic using a minimum of (10) 60-minute runs at critical (limited available queue distance) approaches. While I understand the queues are relatively short, they are typically more accurate and generally double in length when using Simtraffic methodology.
  - NB Porte Cachere
  - WB Southern loop access
- Statements regarding intersections 1. and 3 *on page 5 of the report* are not accurate through the 2043 timeframe.
- There are some minor inconsistencies in the application of trips in the NCHRP 684 spreadsheet that do not affect the final conclusions.
- Present clear Recommendations for mitigation to the existing road network, such as the AWSC intersection and associated improvements.

The comments provided above should be addressed to provide clarity and completeness to the TIS. It is not believed that the resolution of the comments will change the conclusion that the proposed land use at Lot 109R can be accommodated by the existing roadway system with appropriate mitigation measures.

Responses by Chris McGranahan
LSC Transportation Consultants, Inc.
August 4, 2023

SGM

MEMORANDUM

DATE: July 31, 2023 revised August 2, 2023
TO: Amy Ward, Town of Mountain Village
FROM: Dan Cokley, PE, PTOE
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- Sunny Ridge / Porte Cachere and Mountain Village Blvd intersection
  - The intersection is recommended as an All-Way Stop Controlled (AWSC) intersection in conjunction with the proposed development. This appears to be a reasonable solution to the sight distance issues at this existing and proposed intersection.
    - What are the grades at the westbound downhill approach? Grades at stop- controlled intersections are typically 4% or less within 100 ft of the intersection.

LSC RESPONSE: The westbound approach has a downhill grade of just under three percent at the intersection and flattens further uphill.

    - The intersection is modeled in 2026 and 2043 as two-way stop control, revise to AWSC and present MOE results.

LSC RESPONSE: The highest traffic volume scenarios in 2043 (Figure 15b of the TIA) were evaluated as AWSC and the overall intersection and all approaches are expected to operate at LOS "A" through 2043 in both the weekday morning and afternoon peak-hours and the Saturday peak-hour. Three updated capacity analysis reports are attached for reference.

- 95th percentile queue results should be provided using Simtrafic using a minimum of (10) 60-minute runs at critical (limited available queue distance) approaches. While I understand the queues are relatively short, they are typically more accurate and generally double in length when using Simtraffic methodology.
  - NB Porte Cachere

LSC RESPONSE: The sensitivity analysis projections in Figure 15b were modeled in SimTraffic (10 runs) as requested. The 95th percentile queue length for the NB Porte Cochere approach varies from 45 feet to 53 feet between the three scenarios. This equates to two passenger vehicles. The average queue lengths are about one vehicle. The queuing reports are attached. Also attached is a detail of the proposed Porte Cochere area.

  - WB Southern loop access

LSC RESPONSE: The sensitivity analysis projections in Figure 15b were modeled in SimTraffic (10 runs) as requested. The 95th percentile queue length for the WB Southern Loop Access approach varies from 51 feet to 66 feet between the three scenarios. This equates to between two and three passenger vehicles. The average queue lengths vary from 23 feet to 37 feet which equates to between one and one and one-half passenger vehicles. The queueing reports are attached.

- Statements regarding intersections 1. and 3 on page 5 of the report are not accurate through the 2043 timeframe.

LSC RESPONSE: These statements on Page 5 refer to the existing and background traffic scenarios only so our position is these statements are correct.

- There are some minor inconsistencies in the application of trips in the NCHRP 684 spreadsheet that do not affect the final conclusions.

LSC RESPONSE: We agree these inconsistencies do not affect the conclusions. The reason is this worksheet was used to estimate the internal trips that could be generated by the site. The worst case scenario was the 2043 sensitivity analysis (Figure 15b) which did not consider any reduction for internal trips or alternative travel mode trips. Because of this the sensitivity analysis scenarios are unaffected by this comment.

- Present clear Recommendations for mitigation to the existing road network, such as the AWSC intersection and associated improvements.

LSC RESPONSE: The recommended improvements included all-way stop-sign control at Access Intersection #3, Ingress Only movement for Access Intersection #2, and full movement for Access Intersection #1. This will allow a clockwise flow through the site for buses and large trucks.

The comments provided above should be addressed to provide clarity and completeness to the TIS. It is not believed that the resolution of the comments will change the conclusion that the proposed land use at Lot 109R can be accommodated by the existing roadway system with appropriate mitigation measures.

LSC RESPONSE: All comments are addressed above and should provide the clarity being requested.

Intersection	
Intersection Delay, s/veh	7.6
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	9	62	37	0	67	0	29	0	0	0	0	15
Future Vol, veh/h	9	62	37	0	67	0	29	0	0	0	0	15
Peak Hour Factor	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	11	78	46	0	84	0	36	0	0	0	0	19
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	7.6	7.6	7.8	6.9
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	100%	8%	0%	0%
Vol Thru, %	0%	57%	100%	0%
Vol Right, %	0%	34%	0%	100%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	29	108	67	15
LT Vol	29	9	0	0
Through Vol	0	62	67	0
RT Vol	0	37	0	15
Lane Flow Rate	36	135	84	19
Geometry Grp	1	1	1	1
Degree of Util (X)	0.046	0.146	0.096	0.02
Departure Headway (Hd)	4.525	3.904	4.132	3.84
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	780	913	861	938
Service Time	2.619	1.956	2.189	1.84
HCM Lane V/C Ratio	0.046	0.148	0.098	0.02
HCM Control Delay	7.8	7.6	7.6	6.9
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.1	0.5	0.3	0.1

Intersection	
Intersection Delay, s/veh	7.9
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	18	90	45	0	74	0	44	0	0	0	0	12
Future Vol, veh/h	18	90	45	0	74	0	44	0	0	0	0	12
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	21	107	54	0	88	0	52	0	0	0	0	14
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	8	7.8	8.1	7
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	100%	12%	0%	0%
Vol Thru, %	0%	59%	100%	0%
Vol Right, %	0%	29%	0%	100%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	44	153	74	12
LT Vol	44	18	0	0
Through Vol	0	90	74	0
RT Vol	0	45	0	12
Lane Flow Rate	52	182	88	14
Geometry Grp	1	1	1	1
Degree of Util (X)	0.069	0.201	0.103	0.016
Departure Headway (Hd)	4.732	3.965	4.19	3.978
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	762	894	843	905
Service Time	2.733	2.036	2.275	1.98
HCM Lane V/C Ratio	0.068	0.204	0.104	0.015
HCM Control Delay	8.1	8	7.8	7
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.2	0.7	0.3	0

Intersection	
Intersection Delay, s/veh	8
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	19	79	60	0	69	2	60	0	0	0	0	14
Future Vol, veh/h	19	79	60	0	69	2	60	0	0	0	0	14
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	23	94	71	0	82	2	71	0	0	0	0	17
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	8.1	7.8	8.2	7.1
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	100%	12%	0%	0%
Vol Thru, %	0%	50%	97%	0%
Vol Right, %	0%	38%	3%	100%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	60	158	71	14
LT Vol	60	19	0	0
Through Vol	0	79	69	0
RT Vol	0	60	2	14
Lane Flow Rate	71	188	85	17
Geometry Grp	1	1	1	1
Degree of Util (X)	0.094	0.206	0.101	0.019
Departure Headway (Hd)	4.737	3.947	4.319	4.005
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	761	893	835	898
Service Time	2.741	2.039	2.319	2.011
HCM Lane V/C Ratio	0.093	0.211	0.102	0.019
HCM Control Delay	8.2	8.1	7.8	7.1
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.3	0.8	0.3	0.1

Intersection: 1: Mountain Village Blvd & Country Club Dr/South Loop

Movement	EB	WB	NB
Directions Served	LTR	LTR	LTR
Maximum Queue (ft)	54	65	51
Average Queue (ft)	18	23	5
95th Queue (ft)	41	51	29
Link Distance (ft)	126	132	148
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 2: Mountain Village Blvd & North Loop

Movement	SB
Directions Served	LT
Maximum Queue (ft)	3
Average Queue (ft)	0
95th Queue (ft)	5
Link Distance (ft)	138
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 3: Porte Cochere/Sunny Ridge Pl & Mountain Village Blvd

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	67	58	51	33
Average Queue (ft)	35	24	18	10
95th Queue (ft)	55	46	45	34
Link Distance (ft)	138	124	117	94
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Network Summary

Network wide Queuing Penalty: 0

Intersection: 1: Mountain Village Blvd & Country Club Dr/South Loop

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	50	86	50	3
Average Queue (ft)	20	37	7	0
95th Queue (ft)	39	66	31	3
Link Distance (ft)	126	132	148	159
Upstream Blk Time (%)		0		
Queuing Penalty (veh)		0		
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 2: Mountain Village Blvd & North Loop

Movement	SB
Directions Served	LT
Maximum Queue (ft)	15
Average Queue (ft)	1
95th Queue (ft)	8
Link Distance (ft)	138
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 3: Porte Cochere/Sunny Ridge Pl & Mountain Village Blvd

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	76	60	54	30
Average Queue (ft)	39	24	24	9
95th Queue (ft)	62	46	49	32
Link Distance (ft)	138	124	117	94
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Network Summary

Network wide Queuing Penalty: 0

Intersection: 1: Mountain Village Blvd & Country Club Dr/South Loop

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	47	75	38	3
Average Queue (ft)	15	33	3	0
95th Queue (ft)	37	58	19	3
Link Distance (ft)	126	132	148	159
Upstream Blk Time (%)		0		
Queuing Penalty (veh)		0		
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 2: Mountain Village Blvd & North Loop

Movement	SB
Directions Served	LT
Maximum Queue (ft)	11
Average Queue (ft)	1
95th Queue (ft)	9
Link Distance (ft)	138
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

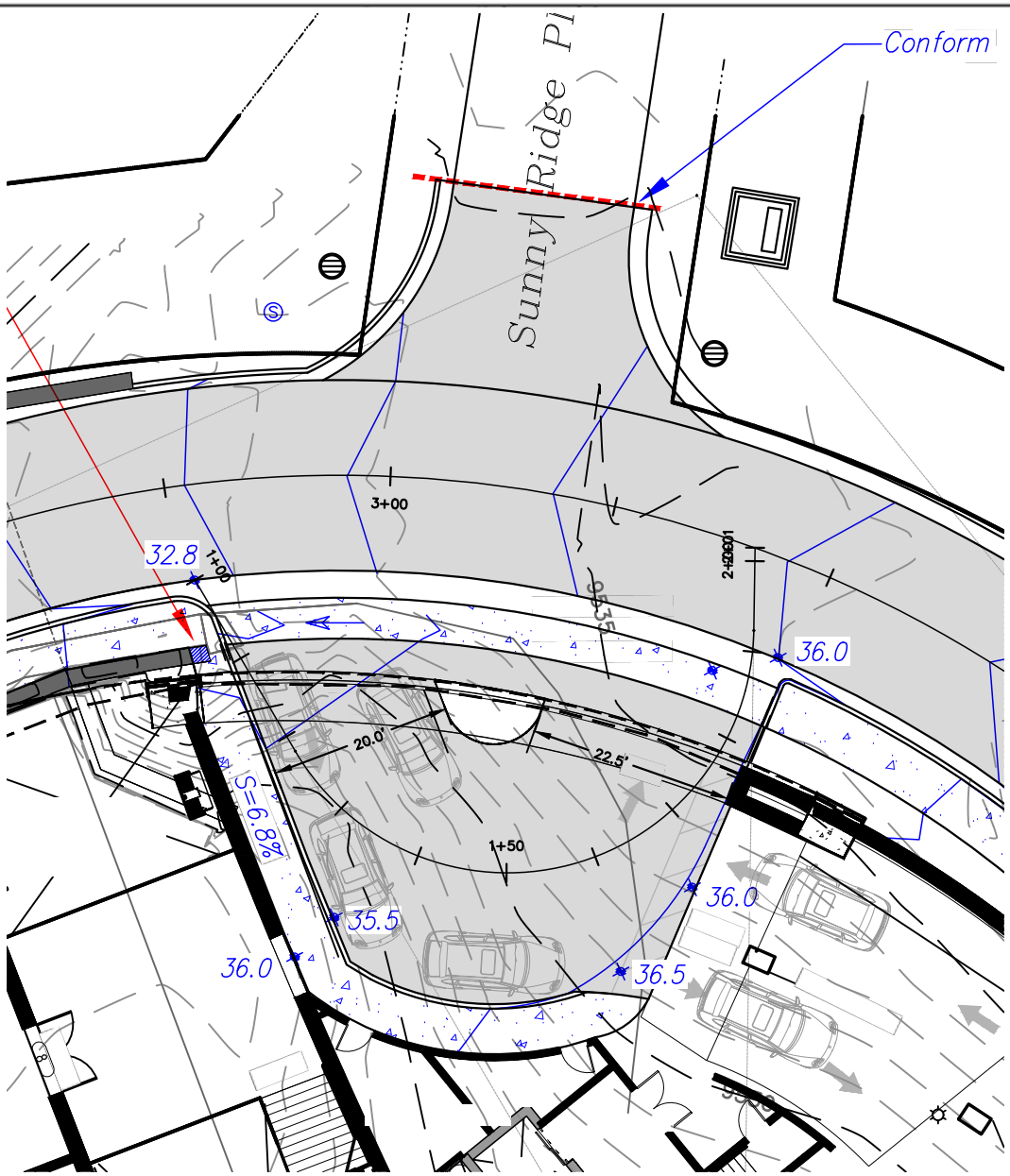
Intersection: 3: Porte Cochere/Sunny Ridge Pl & Mountain Village Blvd

Movement	NB	SB
Directions Served	LTR	LTR
Maximum Queue (ft)	61	30
Average Queue (ft)	29	8
95th Queue (ft)	53	30
Link Distance (ft)	117	94
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

LOT 109R PORTE COCHERE DIAGRAM



From: Robert Johnson
To: Amy Ward; Finn KJome; Jim Loebe; Brett Button; Dan Cokley
Cc: Michelle Haynes
Subject: RE: 109R latest submittal
Date: Tuesday, July 25, 2023 12:41:05 PM

Hello,

Turning the bus around at Centrum is problematical at best. The bus would have to do a multi-point turn to execute the maneuver. Redirecting passengers to Blue Mesa would be my preference. Depending on construction, the bus could proceed to the entrance of Lot 161 and turn around.

Thanks,

Rob Johnson
Transit Operations Manager
Town of Mountain Village
O::970.369.6444
M::970.729.3433
Email Signup | Website | Facebook | Twitter | Pinterest | Videos On Demand

For information about The Town of Mountain Village's response to COVID-19 (Coronavirus), please visit townofmountainvillage.com/coronavirus/

From: Amy Ward <award@mtnvillage.org>
Sent: Monday, July 24, 2023 5:25 PM
To: Finn KJome <FKJome@mtnvillage.org>; Robert Johnson <RJohnson@mtnvillage.org>; Jim Loebe <JLoebe@mtnvillage.org>; Brett Button <BButton@mtnvillage.org>; Dan Cokley <DanC@sgm-inc.com>
Cc: Michelle Haynes <MHaynes@mtnvillage.org>
Subject: 109R latest submittal

Shared Files · Town of Mountain Village

Hello all,

We've received another submittal for the 109R team. The bookmarks and labels are really well done, so you should be able to navigate to any areas of concern you have without reviewing the thousands of pages again**. Sorry for the short turn around, but hoping to have all comments back in a week, by Monday August 1**. This will be reviewed by Town Council again on August 17. The major areas of concern at the last hearing were:

- Traffic study – I understand that the design of the building and interior circulation can't really be reviewed at this time without full construction document detail. Really what we are currently focusing on is the circulation around the project, increased traffic, etc. The major change I see here is that they are proposing a 4-way stop at the Porte Cochere/Sunny Ridge

Place intersection. This would put stop signs on MV Blvd. similar to three way stop at the Madeline.

- Construction Mitigation – I understand that they are still in discussions with Shirana, however are showing an alternative with smaller mobile cranes that would avoid airspace encroachment with Shirana. I understand that the bus turn around would likely not be feasible during at least some of the construction – would we be okay with just having it turn around at blue mesa at that time? If we communicate this really well to the public, it seems easier to have folks walk an extra 2 minutes than to try to create a new turn around area? Any other concern
- Legal documents – I haven't reviewed thoroughly yet, but felt like the development agreement was in a pretty good place the last time around.
- Any other final concerns? This could be the last chance for any meaningful input.

Please reach out to me directly with any questions. Thank you for your thorough and ongoing review of this project!

Regards,

Amy Ward
Community Development Director
Town of Mountain Village
O :: 970.369.8248 M :: 970.729.2985

We are experiencing high volumes of development review and have limited staffing. Please be patient regarding our response time.

Website | Facebook | Twitter | Instagram | Email Signup | Careers
We make Mountain Village a great place to live, work & visit.

August 3, 2023

Dear Mountain Village Town Council,

We are all owners in See Forever Village and have a keen interest in the direction of the proposed development of Lot 109-R. One or more members of our HOA have attended most of your meetings concerning the development of Lot 109R. We truly appreciate the time you spend and your dedication to serving our community. On behalf of See Forever, we do want to thank you for volunteering your time to maintaining the unique ambiance that is Mountain Village.

First, let us state that we are in favor of a properly sized hotel/condo development on the Lot 109-R. Setting aside issues regarding labor availability, community parking, and overall traffic congestion, the idea of an upscale hotel, nice restaurants, enhanced landscaping, and a better maintained walkway from See Forever to the Village core is attractive to us. We are in favor of a development that is in accordance with the community development code, and we urge you to go back to that zoning as you consider any development for that land.

As group of owners that is committed to maintaining our unique Mountain Village and See Forever environment, we are disappointed in your decision to grant yet another continuance.

We see several issues with this plan:

1. We question whether the developer is trustworthy. He has consistently either refused or been incapable of providing you with information that you request. We struggle to understand how that can be. Your request for a traffic study is clear and unambiguous. Why did he still not provide that? Is it because he knows the results will indicate a significant congestion problem? You have asked for this study, yet he has refused to provide it. Only now with gun to his head does it appear a traffic study was completed. That does not indicate a spirit of partnership and cooperation that is so necessary for this type of major project.

   In addition, how is Council, or the citizens of Mountain Village, supposed to feel when we learn that this developer apparently lied about our project in an attempt to try and sell a development to another community? According to Anna Trentadue's statement, this developer told the Idaho land management that you had already approved this Mountain Village development in an attempt to enhance his credibility. She stated that some of the challenges you are now facing in terms of getting responses are the same as they dealt with. It appears that he misrepresented facts in an attempt to get his way. How can you believe what he tells you? At a minimum, you will incur significant legal expenses as every single detail will have to be documented to ensure that the developer actually does what he agrees to.

2. The developer seems to struggle with facts. How high is the building? A foot is a foot and there is no ambiguity Staircases are not included in livable spaces for employees. It seems that there is constant debate surrounding basics such as size of living space, parking, height. We struggle to understand how this can occur and it calls into question competence and transparency.

3. The community development code for Mountain Village calls for a 67 ft structure. This PUD is 87ft…and the proposed development is a solid 87 ft…not a maximum peak measurement. We realized that the PUD that extended the height was granted in 2008 – a time when there was severe economic distress and the council at that time thought they had to sacrifice its principles in order to survive economically. But today's economic climate is much different. It is vibrant, with an active and appreciating real estate market and bountiful public coffers. It is no longer necessary to compromise standards, and it is time to allow this PUD to expire and go back to the original intention of 67 feet. The reality is this project is too big for the space. Set-backs are compromised, height is compromised, and it is just too big.

4. Do we have a legitimate proof of financing, letter of commitment, etc.? We understand that Six Sense has provided a non-binding letter of intent. That is nice to have, but it is non-binding, and most importantly, it does not provide funds. We are assuming that the developer has provided a credit commitment from a reputable bank that funds this project, and that there is finish out escrow set aside to ensure we do not end up in a situation where the developer runs out of money and we have a half-built building. Given some of the challenges and apparent misrepresentations to date, we urge you to validate the source of funds and ensure they are formally and legally committed and sufficient to complete the entire project.

5. References and examples of prior work. It would be helpful if we can see examples of other projects that this developer has completed. Mountain Village is a premier location, and we want premier developers making our community even better. We would appreciate references so we can see the quality of work, and maybe speak with the town and neighbors to learn if what they were promised actually happened. This is an increasingly important issue given his lack of follow-up and candor.

We See Forever owners strongly urge you to deny the extension of the PUD at your August meeting. Let's refocus our efforts on developing a new project that meets the original town guidelines and provides a development that both Mountain Village owners and Town Council can enthusiastically support.

Thank you for listening to us.

Sincerely,

See Forever 2 Owners

Bill and Jean Nictakis
Madonna Beale
Tom and Dana Barenberg
Scott and Kim David
Jack Roth
Nancy Daigh
Dennis Dautel and Spencer Carlton
Jodi Early and Cary Savage
Bill and Cindy Bock
Andrew Czekaj
Kathleen and Joe Howell
Orlean M. Smith
John and Lisa McGraw
Maria Elena and Alejandro Arizpe
Ruth Fitzgibbons and Brian MGauley
Gary and Sheryl Wood
Ronee Kiplees
Amanda Curtis Mattingly
Fredrik and Danielle Eliasson
Doug Hitchner
Pete and Chris Edwards
Zach and Kathy Lee
Mark F Mai
Gary and Donna Hoover
John and Laura Olson

VAULT DESIGN GROUP
2770 Arapahoe Road, Ste 132
Lafayette, CO 80026
ARCHITECTURE & MASTER PLANNING
Colorado | New Jersey | International

August 4, 2023

Dear Council and Town Staff,

Please accept the following in response to a letter of concerns raised in public comment by owners at See Forever Village. Please include in the record.

As Always, with Appreciation,

Adam Raiffe, RA, M.Arch, NCARB
Director|Partner
Vault Design & Vault Engineering
Architect, RA98677, 2IAI02071200

VAULT DESIGN GROUP
2770 Arapahoe Road, Ste 132
Lafayette, CO 80026
ARCHITECTURE & MASTER PLANNING
Colorado | New Jersey | International

August 4, 2023

To Whom it May Concern,

It has come to our attention that concerns are being raised about the design of the proposed hotel, the developer Vault Home Collection, and our client the applicant/owner Tiara. We feel that we are in an excellent position to provide firsthand information on the concerns raised.

First, let me introduce myself. My name is Adam Raiffe, I am a licensed architect and a Partner/Owner of Vault Design Group. I speak on behalf of my team and my partners. Our architecture studio has been hired by the applicant/owner Tiara to be the architect and designer of the Hotel and Residences proposed at Lot 109R2 in Mountain Village, CO.

For the past two years we have been working on the design of the proposed development. During this time our team worked with local consultants, Six Senses, and Town Staff to provide their requested submittals.

Please allow us to respond directly to each of the concerns raised in the August 3rd, 2023, letter from owners at See Forever Village.

Concern #1

The letter first raised a question about the trustworthiness of the developer Vault Home Collection. The example of providing a traffic study was described as a "clear and unambiguous" request. We agree with your statement! Our office is responsible for the distribution of this information, not the developer. Our office worked with LSC, a reputable traffic consultant, and they provided us with the type of study for vehicular movement and vehicular volume typical for this type of development. The Council requested further study be performed from the report we had previously provided to Town Staff. We have now provided an exhaustive study to the Town Staff, including a weeks' worth of physical counting of traffic, along with video recording of a weeks' worth of vehicular volume on the site and additionally, up and down Mountain Village Boulevard, during one of the busiest weeks in the village, before, during, and after July 4th. This type of report is usually conducted for extremely high-volume venue with significant traffic concerns. The Town Staff has acknowledged that they have never received such an extensive report before. The study has confirmed LSC's previous conclusions and has demonstrated that the project will result in a significant traffic flow improvement over the existing shared driveway conditions. As a result, the information and effect

on the project has changed very little because of this new report as the previous report was accurate and conducted under the most stringent regulation available.

The second point raised about the developer stating the Mountain Village project being approved, we believe, is a misunderstanding. We were part of communications with VARD, the NGO represented by Anna Trentadue, and we can provide firsthand information about the statement made when conversing with that organization. We believe the developer stated that we are developing a project in Mountain Village, CO. Which is true, as we have been working on designs and negotiations with the Town on this project for over two years, which is the first stage of the development process. We imagine this could be easily misunderstood as a statement of post approval.

A representative of VARD stated at the Mountain Village Council hearing on June 15th, 2023, that some of the challenges faced by Mountain Village seemed very similar to the experience they had in Idaho. However, there is no comparison between that experience to the one in Mountain Village. The master plan concept we prepared for the Idaho project happened over the course of several months and only got so far as to contemplate a map concept. This is in stark contrast to the exhaustive years of effort our team has undertaken to address Town Staff questions, local comments, and Council concern for the proposed hotel in Mountain Village. Mountain Village wants this type of development as documented by the comprehensive plan which was a major driver in our design. The Idaho project and process has little to no similarity to what is proposed in Mountain Village.

Perhaps some additional history from our experience in Idaho would be helpful.

In Teton Valley, our client the applicant High Noon Ranch, went into contract to purchase a property in Driggs, Idaho. Shortly after, Vault Design Group was hired to produce the conceptual master plan of the development. The plan roughly lays out roads, buildings, and site activities for the proposed development with inspirational imagery of what the architecture might look like. The applicant engaged with VARD to collaborate with us to produce the best project possible for the locale. The applicant's team traveled to meet with VARD in-person to discuss the initial project. Subsequently, two zoom meetings with Trentadue and her team at VARD took place. She and her office always seemed willing to work together with the applicant and after each of our meetings we updated the concept per VARD's suggestions.

Trentadue also suggested to the applicant that they host an open design session with the local community. The applicant agreed however, due to time restrictions, the applicant responded that

a neighborhood charette would be hosted immediately after presentation to the Planning and Zoning Commission.

The day before the hearing, we were all blindsided by a very negative written statement by VARD regarding the project. At the hearing in Driggs, VARD representation also called in and stunned all of us with a very negative opinion about the project. How this happened, we really cannot say! We are left with no alternative but to respectfully question VARD's reasons.

After a presentation by the developer and many hours of deliberation, the Commission voted 3-4 that commercial development is not desired in that area of their community. Promptly following this hearing, the applicant canceled its contract to purchase the property and abandoned the endeavor. To be clear, the Driggs Commission voted against the project because they did not want a commercial development in that area of their valley. The Planning and Zoning Commission hearing is public record and is accessible to watch by anyone.

Concern #2

Regarding the statement about the ambiguity of the building height. The building height is clear and unambiguous with a maximum height of 88'-9". The height is calculated by the architect through a very rigorous set of parameters which have been established by, provided to, and verified by, Town Staff. Again, we believe there may be confusion about who is providing this information. It is our office, in collaboration with Town Staff, that provides the information about building height, neither the applicant nor the developer. This information is technical and is provided under the strictest standard set forth by the Town. This is also true regarding stated square footage of employee housing for example. There are strict guidelines on how to measure area and, in collaboration with Town Staff, we have provided those verified figures. Again, there is no room for ambiguity.

Concern #3

We understand your concern regarding the scale of the building. However, please note that the Comprehensive Plan does contemplate heights higher than 67'-0" in the Village Center, including heights over 90'-0". For example, the recently approved Four Seasons project has a maximum height of 89'-8", that's 0'-11" higher than our proposal. The project was designed to conform with important Town goals in the Comprehensive Plan, including a density of hotbeds and a caliber of design sufficient to attract a world class operator like Six Senses. As was the case with Four Seasons, a certain amount of height and mass is necessary to make this kind of project feasible. The proposed development went through several Design Review Board evaluations, was altered,

and redesigned to reduce the originally proposed mass/height and was ultimately approved by that board.

Concern #4

This concern raised questions about proof of financing, and a letter of commitment from Six Senses. We understand this concern as well regarding the intent of Six Senses to operate this development and we can speak directly to this concern. Regarding the concern raised over financing we can only comment regarding the terms set forth in the development agreement. These terms incorporate requirements which address financing, provision of security to the Town to ensure completion of the public improvements before any construction is commenced, and other related terms, as is typical in entitlement. This has been thoroughly reviewed by Town Staff, Town legal, the development team, and our office. We will also add that the applicant owns the property outright and has spent a considerable many millions of dollars with our office, legal teams, local consultants, and Six Senses themselves, to continue to produce this design. We are sure you recognize this shows the intent to produce the project and would be exceptionally foolish to do so without the ability to move the project forward.

Regarding Six Senses and their commitment to the project. We work directly with several people at Six Senses, including the CEO, Directors, Managers, Architects, Interior Designers, and Marketing, to name a few. They have worked hard to produce and brand this development as Six Senses. Many of our consultants have additionally worked on other Six Senses projects around the world. Yes, the organization has signed an LOI to operate the project and is waiting for the entitlement to be approved to sign a binding agreement. That is typical of the industry and of the entitlement process. Six Senses has remained in lockstep with Tiara in moving this project forward and is excited to be the operator here. But, to provide further assurances, you should know that the development agreement requires a five-star luxury brand hotel operator.

A representative from Six Senses will be visiting for the next Council hearing on August 17th, 2023, and we would welcome the opportunity to introduce you to them to discuss their commitment to the project.

Concern #5

Regarding the concern over the developer's quality of work, our office has been hired by the developer on multiple occasions to design single-family homes and large-scale commercial projects. The developer is not one person, but instead a team of people with varying roles. Along with the owner and our office, it is the development team's responsibility to vet and choose

quality contractors, consultants, and trades people to design and construct the respective project. When this project is entitled, an experienced, high quality building team will be engaged to construct the project. To be clear, it is the builder that will perform quality construction work, not the developer or the applicant.

Regarding the sentiment over, "the lack of [the applicant's] follow-up and candor." To clarify, much of the information provided to the council was from our office, not the applicant. We strive to provide all the information requested from us by Town Staff and from the Council. We look forward to continuing to work with Town Staff and with the new Council.

Thank you very much for your input regarding our design for your community and we hope we have answered your concerns clearly. Many of us have fallen in love with your Mountain Village, and the Telluride area, and we look forward to spending more time there not only as participants in this project but also as neighbors. It would be our pleasure to speak with each of you and your neighbors directly. Please feel welcome to reach out to us with any additional concerns you may have. We look forward to meeting you all when this project is underway.

Sincerely yours,

Adam Raiffe, RA, M.Arch, NCARB
Director|Partner
Vault Design & Vault Engineering
Architect, RA98677, 2IAI02071200

From:	David Koitz
To:	mvclerk
Cc:	virginia howard; Perch Nelson; Bill Nictakis
Subject:	Re: Another deferral in deciding fate of Lot 109R development proposal
Date:	Monday, August 7, 2023 6:29:59 PM

My wife and I submitted our views on June 20th, 2023 regarding the pending development application for lot 109R application … shown below. We ask that those views be included among the public comments provided to the Council for the upcoming hearing on August 17, 2023.
Thank you…
Dave koitz

Sent from my iPad

On Jun 20, 2023, at 4:04 PM, mvclerk <mvclerk@mtnvillage.org> wrote:

Mr. Koitz,

Thank you for your public comment. This email serves as proof that it was received and forwarded to Town Council and staff.

Regards,

Susan Johnston

Town Clerk

Town of Mountain Village

O::970.369.6429

M::970-729-3440

Website | Facebook | Twitter | Instagram | Email Signup

From: David Koitz <dkoitz@gmail.com>
Sent: Tuesday, June 20, 2023 3:59 PM
To: mvclerk <mvclerk@mtnvillage.org>
Subject: Another deferral in deciding fate of Lot 109R development proposal

To Mountain Village Council Members…

We are writing once again to express our opposition to the pending Vault development proposal for Lot 109R. While the developer has made a number of adjustments to his original plan (prompted only by the Council and town staff), the planned structure's overwhelming height and mass has changed little. It would rise like a major fortress on only eight tenths of an acre in the middle of a quaint community of mostly second homes and condominiums. We are a small village in the mountains… We are not Miami Beach where a structure of this dimension would be well suited to welcome a vast number of tourists seeking a short getaway from their busy lives.

For the Mountain Village Town Council, we see this as a major test of fair governance. From the time and attention that the Council has given to this proposal, what is clear is that this developer doesn't want to fit in. The PUD potentially granting major zoning variances was approved twelve or so years ago. This developer was not around then. He's attempting to take advantage of an antiquated exception in our community's continuing evolution. When a community contemplates giving someone major building relief from its codes, the public has a right to participate and voice their opinion, but it's fair to say that over the past 12 years, the turnover of homes and condominiums in the vicinity of this potential project has been extensive. The owners now are largely different than when these exceptions were first granted. We're sure that most current owners here in this quiet arm of the village had no idea that this could be done so close to their homes when they purchased in the years subsequent to conception of the so-called Mountain Village "hotel."
How fair is it to grant major zoning exceptions today in a mostly residential area that laid open and unused for 12 years? They laid dormant and were hardly even noticeable in the community's 2011 master plan… Why? … because it wasn't to be a "new" future proposal. It was conceived and granted before.
But here we are now with many new owners in the community … 12 years later… nothing like it was built, and what is eminently clear from earlier sessions the Council has devoted to this proposal is that a majority of current homeowners surrounding lot 109R oppose this "new" project.

David and Gretchen Koitz"

Sent from my iPad

Iron Chalet LLC
Lot AR613-C2
Mountain Village, CO 81435
August 8th, 2023

Town Council
Town Of Mountain Village
455 Mountain Village Blvd., Suite A
Mountain Village, CO 81435

RE: Approve Lot 109R Six Senses/Tiara Telluride Hotel Project

Dear Town Council:

First, thank you for your commitment to the Mountain Village as an elected official. We very much appreciate your service and leadership.

I am writing to encourage the Mountain Village Town Council to **support** the Six Senses/Tiara Telluride hotel project at Lot 109 R at the hearing on August 17, 2023.

This project is the logical next step in the evolution of Mountain Village and there are numerous reasons why many in the community support bringing a five-star hotel to the Mountain Village.

Six Senses is one of the finest lodging operators in the world. They bring an impeccable reputation and will create a world-class hotel with enhanced amenities, spa and great restaurants with ground-breaking architecture. Many locals are thrilled they will offer local access to spa and roof-top pool facilities.

In addition to a commitment to sustainability and workforce housing, there are numerous additional benefits that this project offers to the Mountain Village:

- Providing the most on-site workforce housing of any hotel in Telluride and Mountain Village with housing up to 56 employees in approximately 14,000 sq ft.
- Proposing the first commercial LEED-certified building in Mountain Village.
- Offering 48 newly dedicated public parking spaces if the project is approved and built. (A net loss of 22 spaces if not built.)
- Redeveloping the area around the trash facility including the facility itself to alleviate current and future challenges.
- Building extensive new sidewalks to help pedestrians move around the core safely.

We strongly encourage the Mountain Village Town Council to approve this exciting project. Thank you!

Sincerely,

Shamsu Lalani

Iron Chalet LLC

Shamsu Lalani

From:	Dwight Witherspoon
To:	council; Elizabeth Witherspoon
Subject:	Say NO to Six Senses
Date:	Tuesday, August 8, 2023 12:05:16 PM

Hello - My family and I are proud homeowners of Telluride Mountain Village since 2019. While we are not new to Colorado (or Mountain Towns), we have fallen deeply in love with the Telluride Area. We have lived around the country (and in Europe) and know of few places that offer the peace and serenity of Telluride and the Mountain Village. It is truly a unique place that could only be ruined by a few things - one of those is greed in the form of unchecked development.

There is no way to put the genie back in the bottle and once these massive projects (Six Senses/Four Seasons) are approved and built, we will have permanently eroded what makes our town and our region so special. My wife and I lived in Aspen back in the mid-90s. That town was starting to undertake some of the same actions and today, Aspen is unrecognizable. The town no longer stops in Snowmass, but extends like one giant 'line' all the way to Basalt and beyond.

I am starting to imagine a day in the not too distant future when our hubris and greed kill the small town vibe we cherish. It will be replaced by long, tedious lift lines and private planes dumping the ultra wealthy off at the doorstep of what used be a town, with a local vibe and a casual nature. Perhaps if we continue the development of these massive hotel chains, we can all start making reservations to see Music on the Green, instead of strolling down the hill?

I hope the Town Council does what is in its power to preserve what we have - perfection - and not sell out to these greedy corporate entities that seek only profit and will happily and gleefully turn our town into the thing we least want - Vail!

Best regards,

Dwight Witherspoon
129 Lost Creek Lane
Telluride Mountain Village

From:	Tim Wolf
To:	council
Subject:	TELLURIDE HOTEL PROJECT
Date:	Tuesday, August 8, 2023 4:07:23 PM

FROM: Tim Wolf
5311 Waterstone Drive
Boulder, CO 80301

TO: MOUNTAIN VIEW TOWN COUNCIL
Town Council
Town Of Mountain Village
455 Mountain Village Blvd., Suite A
Mountain Village, CO 81435

RE: Approve Lot 109R Six Senses/Tiara Telluride Hotel Project

Dear Town Council:

First, thank you for your commitment to the Mountain Village as an elected official.

I very much appreciate your service and leadership.

I am writing to encourage the Mountain Village Town Council to **support** the Six Senses/Tiara Telluride hotel project at Lot 109 R at the hearing on August 17, 2023.

This project is the logical next step in the evolution of Mountain Village and there are numerous reasons why many in the community support bringing a five-star hotel to the Mountain Village.

Six Senses is one of the finest lodging operators in the world.

They bring an impeccable reputation and will create a world-class hotel with enhanced amenities, spa and great restaurants with ground-breaking architecture by Vault Design, the Architecture and the Master Planning Studio.

Many locals are thrilled they will offer local access to spa and roof-top pool facilities.

In addition to a commitment to sustainability and workforce housing, there are numerous additional benefits that this project offers to the Mountain Village:

- Providing the most on-site workforce housing of any hotel in Telluride and Mountain Village with housing up to 56 employees in approximately 14,000 sq ft.

Proposing the first commercial LEED-certified building in Mountain Village.

Offering 48 newly dedicated public parking spaces if the project is approved and built. (A net loss of 22 spaces if not built.)

Redeveloping the area around the trash facility including the facility itself to alleviate current and future challenges.

Building extensive new sidewalks to help pedestrians move around the core safely.

The increase in public benefits and improvements goes beyond those offered by comparable projects in the area.

I strongly encourage the Mountain Village Council to approve the Six Senses/Tiara Telluride hotel on Lot 109R and hope my perspective is objective as I have no financial stake of any kind in its outcome. This is objectively, just a great idea so many positive impacts.

Thank you!

Sincerely,

Tim Wolf

Tim Wolf
President, Wolf Interests
Boulder, Colorado
303 478-3551
NEVER RELENT

From:	Richard Thorpe
To:	council
Subject:	109 PUD
Date:	Wednesday, August 9, 2023 7:27:01 AM

Dear Council Members,
This Project and Developer do not reflect the Values and best interests of Mountain Village. This developer has engaged in a misleading advertising campaign in an effort to persuade council to approve their application. The mass and scale are too big for this location. Their design would be more appropriate for MIami, but not for an Alpine location.
They have used up an inordinate amount of Town's staff time, repeatedly ignoring public input. Most of the support in previous meetings has come from Realtors and Telluride residents, Not MV residents.
IT IS NOT GOVERNMENT'S RESPONSIBILITY TO PROVIDE REALTORS WITH INVENTORY!

Please do not approve this project!
Richard Thorpe
MV Homeowner

Andrew J. Butler
898 Mt. Carmel Rd.
Dubuque, IA 52003

August 10. 2023

Town Council
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455 Mountain Village Blvd., Suite A
Mountain Village, CO 81435

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While the five lots I own through Lookout Ridge, LLC are likely the most impacted of all the lots in the area, I fully support this project. It was clear when my family originally purchased the lots many years ago that Lot109R was eventually going to be developed. The design is stunningly spectacular and adds to the aesthetics of the Mountain Village community.

This development:

- Adds real value to the aesthetics of Mountain Village.
- Enhances the public amenities and commercial opportunities for Mountain Village.
- Likely improves traffic flow and parking with a public garage.
- Shows intense focus on fine details.
- Reflects a new level of attention to workforce housing.

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- Building extensive new sidewalks to help pedestrians move around the core safely.

In short summary, the Six Senses/Tiara Telluride hotel project will be wonderful neighbors for all of the residents and visitors of Mountain Village for decades to come. I strongly encourage the Mountain Village Town Council to approve this exciting project. Thank you!

Sincerely,

Andrew J. Butler

Lookout Ridge, LLC

From: Joe
To: council
Subject: Lot 109R hotel project PUD amendment
Date: Thursday, August 10, 2023 8:58:15 AM

It's time to end this conversation and deny the application. Our current hotels are not at capacity. Our current hotels still struggle to find adequate staffing. Mountain Village does not need another hotel. We do not need more visitors. Let's change the narrative from development, to culture, community and preservation.

Sent from Mail for Windows

Daniel Jansen
107 Lupine Lane, Mountain Village, CO 81435
jansendan@me.com

Re: Public comment for August 17th meeting of the Mountain Village Town Council

Dear Mayor and Town Council members,

I am a long-term full-time resident of Mountain Village, a former elected official, and an active supporter of our environment and our sustainable tourism economy (serving on both the Telluride Tourism Board and Colorado Flights Alliance Board). I mention these experiences to inform my opinions being shared with you as a private citizen, in writing in advance of the meeting, as I will be traveling during this meeting. Two items on your agenda attracted my attention.

The citizens' initiative to limit building heights in the Village Center to 60 feet seems well intended in that we all agree on preserving our beautiful environment. That said, there are several concerns it raises in my mind. First, it seems to risk an abdication of some of your land use authority. We elected you to be fully informed and make sound decisions on behalf of our community in these complex matters. This initiative proposes significant restrictions that would be met in only the rarest of situations (e.g., 100% approval from contiguous neighbors for any height variance, 60% approval from residents within 400 ft, which I think is ~16 acres in the dense village core). Like many of our community members, I trust you to make good decisions on our behalf and would not want your authority to be constrained in any way. Secondly, this is effectively a de-facto ban on any potential high-end hotels in our region. As an economy that is driven 80% by tourism, we have less hotel rooms than other similar destinations, have no five-star branded properties, and have not in fact built any new hotels in almost 15 years across the entire region. We have become very reliant on short term rentals (STR's) to support our economy, which are also being regulated and reduced in number (see Telluride's STR cap). Having met with representatives of leading hotel operators when I was Mayor, they said that a certain design and density is needed for the hotel to be viable and to earn a five-star branded rating. A 60-foot height limit would effectively preclude any high-end branded hotels, especially since I can only see two viable sites in the region, both in the Mountain Village core (109R and 161CR). Finally, the nullification of pre 2011 approved PUDs as outlined in this initiative seems to apply to only one project that I know of. This looks like 'spot

zoning' to me. In summary, I would encourage you to listen carefully to the entire community, including those neighbors near any proposed project, maintain your full land use authority, support both the environment and our economy, and do not adopt this citizen ordinance.

Which leads to my second commentary on another agenda item involving your review of the proposed hotel project on lot 109R, that is intended to have Six Senses as its operator. This lot and project have had a long history with many ups and downs. I have no business dealings with the developer or operator, but simply want to see a high-end branded hotel in our community to support our sustainable tourism economy (as noted above). Hotels with top operators are hard to realize in our community, and we are short on potential locations and options. While there is another potential project on 161CR, we are in a period of high interest rates and high inflation that will challenge any project's economics. Very few hotel projects get built, even those that have been "approved" (reference Silverline, Rosewood, Ajax, Hunt Family, etc.) My sense is that if this latest attempt to build a high-end hotel fails, we will see another development of high end private (often dark) condos. This would significantly reduce the amenities, public benefits, workforce housing and vibrancy of the North end of the Village Center. I appreciate that some of the neighbors who bought properties near this long-identified hotel development lot have concerns. I would encourage you to balance those concerns with the needs of the broader community and economy. I would encourage you to support this hotel project.

Thank you for your service and kind regards,

Dan Jansen

Kolby Ward
PO Box 343
Telluride, CO 81435

Date: 8/10/2023

Town Council
Town Of Mountain Village
455 Mountain Village Blvd., Suite A
Mountain Village, CO 81435

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