

PLANNED UNIT DEVELOPMENT/DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT/DEVELOPMENT AGREEMENT ("Agreement"), made effective as of August 30, 2018 ("**Effective Date**"), is made by and between Windhorse Properties, LLC, a Colorado limited liability company ("**Property Owner**") and the Town of Telluride, a home rule municipality and political subdivision of the State of Colorado ("**Town**"). Property Owner and Town are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**". The Parties hereby agree as follows:

DEFINITIONS

The Parties acknowledge and agree to the following definitions ("**Definitions**") and further agree that each of the Definitions: (a) form a portion of the basis of this Agreement; and (b) are incorporated in this Agreement. As used herein, the following Definitions shall be given the meaning ascribed to the term as the same are stated below.

"**Access Agreement**" shall mean and refer to that certain Road Use, Access and Maintenance Agreement between the Town and Property Owner recorded on August 30, 2018 in Reception No. 454594. The Access Agreement was required by the Town as a condition of its approval of the Replat and will be recorded with the Replat.

"**Access Improvements**" shall mean and refer to the proposed road access improvements occurring within the Galena Avenue Right of Way and Primrose Lane ROW Parcel, serving the Approved Lots and being undertaken by Property Owner in accordance with the Access and Utility Plans and Specifications, as may be mutually modified, amended, or supplemented by the Town and the Applicant, provided that such modifications are substantially consistent with the Access and Utility Plans and Specifications. The Access Improvements will be substantially consistent with the Access and Utility Plans and Specifications. The area of the Access Improvements is referred to as Primrose Lane in the Replat.

"**Access and Utility Plans and Specifications**" shall mean and refer to those elements of the Civil Engineering Submittals consisting of the preliminary plans, specifications and drawings for the Access Improvements and the Utility Improvements prepared by Uncompahgre Engineering, LLC dated June 28, 2018, together with the Welded Wire Wall Plan dated July 10, 2018, a copy of each of these plans are jointly attached hereto as **Exhibit "C"**.

"**Approved Lots**" shall mean and refer to 20 residential lots approved for development on the Property as depicted and described on the Replat and authorized by the Town as provided for in the Town Approvals.

"**Community**" shall mean and refer to the duly formed and validly existing Colorado common interest ownership community consisting of the Approved Lots and Tract OS-C, formed in connection with and pursuant to the Community Documents. The Community shall consist of the Approved Lots and Tracts as depicted and described herein and in the Declaration; provided, however, that Outlot 1, and Tract OS-A, Tract OS-B, Tract OS-D, and Tract OS-E are not intended to be part of the Community and, therefore, are not be subjected to the Community Documents. In addition, as to Outlot-1, although created by the Subdivision and PUD, Outlot-1 may be included in a subsequent Town development application, including, but not limited to, a subdivision or PUD application, without the consent or approval of Windhorse or any subsequent property owner(s) within the Project. Any incorporation of Outlot-1 into a subsequent development application is expressly exempt from the PUD or other requirements that an amendment to the PUD would need to be processed to remove Outlot-1 from Project or to incorporate Outlot-1 into a subsequent subdivision or PUD.

“Community Association” shall mean and refer to The Overlook At Telluride Homeowners Company, Inc., a Colorado nonprofit corporation, which is the duly formed homeowners association for the Project.

“Community Documents” shall mean and refer to the documents enacted to form the Community and establish the manner and method that the Community will be administered.

“Future Galena Avenue Right of Way Improvements” shall mean and refer to road and related infrastructure improvements that may be authorized and approved by the Town from time to time to serve existing development, including, without limitation, the Approved Lots, and/or any Future Hillside Development.

“Future Hillside Development” shall mean and refer to other property located in the Hillside Planning Area that may secure approval from the Town to develop consistent with the LUC and Telluride Master Plan.

“Galena Avenue Right of Way” shall mean and refer to that certain platted right of way as the same was depicted and described on the plat recorded on June 23, 1898 in Plat Book 28, Page 13 commonly referred to as Galena Avenue, owned by the Town, including, without limitation, the currently unimproved portion of the right of way that adjoins the Approved Lots.

“Hillside Planning Area” shall mean and refer to the area studied in the 1989 Telluride Hillside Master and affirmed by the Telluride Master Plan addressing development within the hillside study area.

“LUC” shall mean and refer to the duly adopted Telluride Land Use Code, as modified or amended from time to time.

“Open Space Parcels” shall mean and refer to Tract OS-A, Tract OS-B, Tract OS-C, Tract OS-D, and Tract OS-E as depicted and described on the Replat and authorized by the Town as provided for in the Town Approvals.

“Open Space Conveyance Deeds” shall mean and refer to certain Special Warranty deeds conveying Tract OS-A, Tract OS-B, Tract OS-D, and Tract OS-E to the Town. The uses and activities that may occur on Tract OS-A, Tract OS-B, Tract OS-D, and Tract OS-E are restricted as indicated in the Open Space Conveyance Deeds.

“Outlot 1” shall mean and refer to Outlot 1 as depicted and described on the Replat and authorized by the Town as provided for in the Town Approvals. In addition, as to Outlot-1, although created by the Subdivision and PUD, Outlot-1 may be included in a subsequent Town development application, including, but not limited to, a subdivision or PUD application, without the consent or approval of Windhorse or any subsequent property owner(s) within the Project. Any incorporation of Outlot-1 into a subsequent development application is expressly exempt from the PUD or other requirements that an amendment to the PUD would need to be processed to remove Outlot-1 from Project or to incorporate Outlot-1 into a subsequent subdivision or PUD.

“Permit Authority Approval” shall mean and refer to the documentation of the Town of Telluride Permit Authority review and approval of development in a designated area of local or state interest Owner recorded on August 30, 2018 in Reception No. 454595.

“Planning and Zoning Commission” shall mean and refer to Town of Telluride Planning and Zoning Commission.

“Project” shall mean and refer to development of twenty residential lots approved on the Property as reflected in the Town Approvals, which is being developed under the name “The Overlook At Telluride”. The Project was previously referred to in the Applications for the Town Approvals as the Windhorse Subdivision/PUD.

“Property” shall mean and refer to Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 2, East Telluride Addition to the Town of Telluride; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 4, East Telluride Addition to the Town of Telluride; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 5, East Telluride Addition to the Town of Telluride; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 6, East Telluride Addition to the Town of Telluride, according to the plat recorded June 23, 1898 in Plat Book 28 at Page 13, San Miguel County, Colorado, and Parcels 2 and 3 located north of Blocks 2 and 3, East Telluride Addition to the Town of Telluride together with certain Rights of Way reflected in the ROW Ordinance. The Property is more particularly described on attached Exhibit “A”.

“Replat” shall mean and refer to that certain replat establishing Lots 1 through 20, The Overlook At Telluride Subdivision/PUD, East Telluride Addition to the Town of Telluride, San Miguel County, Colorado, per the plat recorded on August 30, 2018 at Reception No. 454591.

“ROW Ordinance” shall mean and refer to that certain Ordinance No. 1462, Series 2018 duly adopted by the Town vacating certain rights of way, which vacated areas have been incorporated into the Project and Property. The ROW Ordinance was recorded on March 12, 2018 in Reception No. 452552.

“SIA” shall mean and refer to that certain subdivision improvement agreement between the Town and Property Owner recorded on August 30, 2018 in Reception No. 454593. The SIA was required by the Town as a condition of its approval of the Replat and will be recorded with the Replat.

“Telluride Master Plan” shall mean and refer to the 2006 Telluride Master Plan, as amended from time to time, inclusive of the 1989 Telluride Hillside Master Plan.

“Town Approvals” shall mean and refer to certain applications submitted by Property Owner and approved by the Town consisting of: (1) a Preliminary and Final Large Scale Subdivision to create twenty lots in the Hillside Developing Two Zone District pursuant to LUC Section 6-402.A and Section 3-203; (2) a Conceptual, Preliminary and Final Large Scale Planned Unit Development pursuant to LUC Section 6-307; (3) Review of the Hillside Master Plan designation of certain sites’ suitability for development pursuant to LUC Section 3-203.E.7; (4) Right of Way Vacations; (5) Construction Impact Mitigation Plan pursuant to LUC Section 3-203.E.3; and (6) Subdivision Land Dedication.

“Town Approval Documents” shall mean and refer to this Agreement, the Replat, the Access Agreement, the SIA, the Permit Authority Approval and the ROW Ordinance.

“Trail Plan” shall mean and refer to the design plans for a non-motorized pedestrian trail, a copy of the Trail Plan is attached hereto as Exhibit “F”.

“Utility Improvements” shall mean and refer to the proposed utility improvements, portions of which are occurring within the Galena Avenue Right of Way and Primrose Lane ROW Parcel, serving the Approved Lots and being undertaken by Property Owner in accordance with the Access and Utility Plans and Specifications, as may be mutually modified, amended, or supplemented by the Town and the Applicant, provided that such modifications are substantially consistent with the Access and Utility Plans and

Specifications. The Access Improvements will be substantially consistent with the Access and Utility Plans and Specifications.

RECITALS

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

A. The Agreement applies to the Approved Lots. Property Owner is the current fee simple owner of the Approved Lots. The Approved Lots are each classified in the Hillside Developing Two Zone District (HD-2), included in the Developing Hillside Treatment Area and located within the Hillside Planning Area. The Approved Lots each adjoin a portion of the Galena Avenue Right of Way

B. Property Owner submitted its applications seeking Town approval of a “large scale subdivision,” “large scale PUD,” and related matters affecting and concerning the Property and Project, which was submitted, reviewed and acted upon by the Town in the manner contemplated by the LUC.

C. At a duly noticed public meeting held on July 27, 2017 the Planning and Zoning Commission reviewed and conditionally approved the Conceptual Large Scale Planned Unit Development.

D. At a duly noticed public meeting held on October 26, 2017 and continued to December 14, 2017, the Planning and Zoning Commission reviewed and conditionally approved the Preliminary Large Scale Subdivision, the Preliminary Large Scale Planned Unit Development, including approval of the sites to be suitable for development pursuant to LUC Section 3-203.E.7, due to the finding that there has been a change of circumstances in the Hillside Master Plan area, specifically a presentation of new geologic hazard information related to the designation of the sites in the Hillside Master Plan, recommendation for approval of Right of Way Vacation, and approval of a Construction Impact Mitigation Plan.

E. At a duly noticed public meeting held on February 6, 2018 and public hearing held on February 27, 2018, the Town Council reviewed and approved the vacation of certain right of way that was incorporated into the Project. The ROW vacation is reflected in the ROW Ordinance.

F. Pursuant to the Town Approvals and LUC Section 6-410, because the project involves the subdivision of land which exceeds 15,000 sf, which is deemed to be a Large Scale Subdivision, Property Owner was required to dedicate 10% of its land covered by the Replat to the Town for purposes set forth in the LUC, which is equal to approximately 28,720 sf (“**Subdivision Land Dedication Requirements**”) of the property in the Replat. In furtherance of the Subdivision Land Dedication Requirements, Owner proposed the conveyance of Tract OS-A, Tract OS-B, Tract OS-D, and Tract OS-E as depicted and described on the Replat to the Town, at no cost, by the Open Space Conveyance Deeds. The conveyance was approved by the Telluride Town Council at a duly noticed meeting held on February 27, 2018 as reflected by Resolution No. 6, Series of 2018. The open space parcels shall not be included in the Community, nor made subject to the Community Documents. The use of Tract OS-A, Tract OS-B, Tract OS-D, and Tract OS-E are restricted as provided for in the Open Space Conveyance Deeds. The Town shall secure any required exemption from the Real Estate Transfer Tax for the conveyance, which Developer shall cooperate and assist Town in obtaining.

G. In connection with the Town’s approval of the Replat, the Town reviewed and approved a request by the Property Owner to undertake certain improvements to the Galena Avenue Right of Way, as noted in the Access Agreement. Pursuant to the Access Agreement, the Town granted and acknowledged that the Approved Lots have legal and physical access to and from public rights-of-way.

H. Property Owner has submitted its application for Final Subdivision Plat approval for the Approved Lots with the Telluride Planning Department.

I. The Telluride Planning Department has reviewed and approved the Final Subdivision Plat, having determined that the terms, conditions and approvals imposed upon the Approved Lots by the Planning and Zoning Commission in its review and approval of the Preliminary Subdivision Plat and the Preliminary PUD application and the requirements of Article 6, Division 4 of the LUC have been addressed by the Property Owner and any outstanding issues have been addressed by the Property Owner through this Agreement, which Agreement was required to be executed with the Replat as a condition of its approval. The Town has reviewed and approved this Agreement in accordance with the provisions of the LUC.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated as part of the agreements of the Parties and in further consideration of the mutual obligations and promises set forth below and in further consideration of the Town's final approval of the Replat upon all terms and conditions contained herein, the obligations and expenditures of development undertaken by the Property Owner and the mutual obligations and promises set forth below, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as stated below. Where this Agreement does not address a specific development standard or requirement of the Town, the provisions of the Town of Telluride Municipal Code (the "**Municipal Code**") and the LUC shall apply. Where the Agreement addresses a specific development standard or requirement, the provisions of this Agreement shall supersede the provisions of the LUC. In all cases the provisions of the Municipal Code shall supersede the provisions of this Agreement. The Definitions, Recitals and considerations set forth above are incorporated herein as essential terms of this Agreement.

1. **Property Owner's Compliance With The Town Approvals and Town Acknowledgement of Approvals.** Property Owner agrees to comply with each of the terms and conditions of the Replat, the Access Agreement, this Agreement, the Town Approvals and any other site specific approvals for the project and the applicable provisions of the LUC, Telluride Master Plan and Telluride Design Guidelines. Subject to the conditions herein, the Town does hereby finally approve this Agreement. This Agreement shall be recorded and run with the Property.

2. **Approved PUD Variations.**

2.1. In connection with its approval of the Preliminary PUD and the Final PUD, the Town has approved certain variations to the LUC in connection with the development of the Project ("**Project Approved PUD Variations**"), including variations concerning the following dimensional requirements affecting some of the Lots: (1) Reduction of Minimum Lot Size (10,000 sf required), (2) Reduction of Minimum Lot Frontage (50' required), (3) Reduction of Minimum Lot Width (50' required), (4) Reduction of Front Yard setback (15' required), (5) Reduction of Rear Yard setback (15' required), and (6) Variation to the Maximum Above-Grade Volume Ratio (3:1 is maximum). A table showing the particular Project Approved PUD Variations as applied to the various Lots is attached as **Exhibit "B"**.

2.2. **Provision of Public Benefits.** In connection with the granting of the Project Approved PUD Variations, the Owner has proposed and the Town has agreed to accept certain public benefits, described as follows:

2.2.1. **Conveyance of Open Space Parcels.** The Applicant will convey Tracts

OS-A, OS-B, OS-D and OS-E to the Town at the time of the recordation of the final subdivision plat. Tract OS-B constitutes property being acquired by Property Owner from third parties, to convey to the Town as Open Space in further preservation of the hillside.

2.2.2. **Construction of Public Trail.** The Applicant will design, install and construct a certain public pedestrian foot trail, which would be located on a portion of Parcel OS-A and other Town owned ROW and open space.

2.2.3. **Conveyance of Outlot One.** The Applicant will convey Outlot 1 to the Town. In addition, as to Outlot-1, although created by the Subdivision and PUD, Outlot-1 may be included in a subsequent Town development application, including, but not limited to, a subdivision or PUD application, without the consent or approval of Windhorse or any subsequent property owner(s) within the Project. Any incorporation of Outlot-1 into a subsequent development application is expressly exempt from the PUD or other requirements that an amendment to the PUD would need to be processed to remove Outlot-1 from Project or to incorporate Outlot-1 into a subsequent subdivision or PUD.

3. **Access Improvements and the Utility Improvements**

3.1. The Town authorizes Property Owner to undertake the Access Improvements and the Utility Improvements, portions of which are authorized to occur within the Galena Avenue Right of Way. Property Owner agrees to initiate and complete the design, construction and installation of the Access Improvements and the Utility Improvements at the earlier to occur of three years from the recording of the Replat or construction of the first residential improvement, subject to reasonable delays for force majeure events as provided for below, which Property Owner shall undertake at its cost and expense. The work shall be completed substantially in accordance with the Access and Utility Plans and Specifications, the Access Agreement and any permits or authorizations that may be issued by the Town from time to time for such work. The Parties agree that the Access and Utility Plans and Specifications may be mutually modified, amended or supplemented to address site conditions and other factors and considerations.

3.2. Property Owner shall provide funding to the Town to retain a private engineer to inspect the Access Improvements during construction.

3.3. The Community Association shall maintain the Access Improvements as provided for in the Access Agreement.

3.4. The stubbing in of lateral utilities from the main lines into and serving the Approved Lots shall be initiated and completed in connection with the construction of residential improvements respectively on the Approved Lots.

3.5. Property Owner shall install conduit to allow for future broadband infrastructure within the Galena Avenue Right of Way as part of the Access Improvements.

4. **Future Galena Avenue Right of Way Improvements.** Property Owner recognizes, acknowledges and agrees that the Town may elect to undertake certain Future Galena Avenue Right of Way Improvements within the Galena Avenue Right of Way from time to time, which Future Galena Avenue Right of Way Improvements may impact and could require the removal of elements of some or all of the Project Galena Access Improvements and the Utility Improvements. Property Owner (and the subsequent owners of the Approved Lots) agrees not to oppose any such undertakings by the Town, provided, however, that the foregoing shall not limit or preclude Property Owner (and the subsequent owners of the Approved Lots) from participating in discussions concerning the nature, extent and design of the Future Galena Avenue Right of Way Improvements and the Town will continue to provide

reasonable legal and physical vehicular and pedestrian access to the Approved Lots in a manner that is generally consistent with other similarly situated property within the Town, subject to limited, reasonable road closures which could temporarily limit or restrict access to the Approved Lots as work is being undertaken. Property Owner (and the subsequent owners of the Approved Lots) may be included in an improvement district or other similar arrangement intended to finance the construction of the Future Galena Avenue Right of Way Improvements with the owners of existing property and Future Hillside Development property that will utilize the Future Galena Avenue Right of Way Improvements for access and/or utility extensions. and Property Owner (and the subsequent owners of the Approved Lots) may request and the Town may, in the exercise of its reasonable and equitable judgment, agree to apply an equitable credit against the cost of such Future Galena Avenue Right of Way Improvements for work performed by Property Owner in connection with the design and construction of the Project Galena Access Improvements and the Utility Improvements that are incorporated into the Future Galena Avenue Right of Way Improvements.

5. **Other Development Requirements.**

5.1. **Landscaping.** As part of the installation of the Access Improvements, Property Owner shall install the approved Landscaping Plan for the project with respect to the retaining wall as reflected in the Access and Utility Plans and Specifications. A copy of the Landscape Plan is attached hereto as **Exhibit "D"**. Property Owner shall replace any landscaping installed within the Galena Avenue Right of Way or within the Community that may die during a two year period that commences from the date that the Town has certified the completion of the retaining wall and installation of the required landscaping. If required at the time of the commencement of the two year period, the Town may require that Property Owner post a financial guaranty insuring the replacement of any such dead trees. Trees that are installed in connection with the Landscaping Plan for the retaining wall shall not count towards any required tree mitigation impact requirements. Following the warranty period, the Community Association shall maintain the landscaping.

5.2. **Rockfall Fence.** Rockfall fences must be installed in connection with the construction of the Access Improvements and Utility Improvements which shall be undertaken by Property Owner. The rockfall fencing must be located within the Rockfall Fence Easement Area as depicted on the Replat. The rockfall fence shall be installed in the location and manner required in the Property Owner's consultant reports and the Town Approvals. The rockfall fence is required to be located in a manner that considers safety as well as visual impacts.

5.3. **Further Geologic Hazard and Geotechnical Reviews.** In connection with the development of a residence on the Approved Lots, the particular lot owner shall submit required applications, plans and studies for site specific Geologic Hazard and Geotechnical Reviews in support of the design and siting of the residence, for customary review and approval by the Town as required by the LUC.

5.4. **Construction Mitigation.**

5.4.1. In connection with the installation of the Project Galena Access and Utility Improvements, Property Owner shall implement the terms, conditions and provisions set forth in the approved Construction Mitigation Plan, which shall include specific measures, as approved by a specialist, to protect against hazards of dislodging rocks or soil as provided for in Section 3-203.E.3.b.4 of the LUC. A copy of the Construction Mitigation Plan that was reviewed and approved by the Town is attached as hereto as **Exhibit "E"**

5.4.2. Separate Construction Mitigation Plans will be required to be submitted and approved by the Town in connection with the residential improvements respectively on each of the

Approved Lots at the time of such construction activities, which shall include specific measures, as approved by a specialist, to protect against hazards of dislodging rocks or soil as provided for in Section 3-203.E.3.b.4 of the LUC.

5.5. **Pedestrian Trail.** Property Owner will coordinate the design of a non-motorized pedestrian trail as indicated in the project's Trail Plan, which will be designed per standards developed by the Town. A copy of the Trail Plan is attached hereto as **Exhibit "F"**. The pedestrian trail is being designed with and shall connect to similar pedestrian trails being developed by property owners along Galena Avenue to the west. Property Owner shall cause the pedestrian trail to be installed at its cost and expense, in coordination with the development of the pedestrian trail to the west. This obligation will be reflected as part of its Infrastructure Improvements under the SIA. The pedestrian trail shall be maintained by the Town following installation.

5.6. **Undertakings of the Community Association.** The Community Documents shall provide that the Community Association shall be responsible for the following:

5.6.1. Inspecting, repairing and maintaining the Access Improvements as provided for in the Access Agreement.

5.6.2. Inspecting, repairing and maintaining the drainage improvements. The Town may require reasonable modifications to the drainage maintenance plan at any time.

5.6.3. Inspecting, repairing and maintaining the rockfall fencing.

5.6.4. Following the warranty period, maintain the landscaping installed along the retaining wall.

5.6.5. Performing snow removal from the access road as necessary. Snow may be stored in the visitor parking spaces along the Primrose Lane Extension. The Property is south facing and will receive substantial solar exposure that will assist in the melting of snow. As may be needed, the Association will cause snow to be hauled away from the Property. The Town may require reasonable modifications to this snow removal plan at any time.

5.7. **Workforce Housing.**

5.7.1. Simultaneous with the recordation of the Replat, Property Owner shall record a deed restriction ("**Workforce Housing Unit Deed Restriction**") against Lots 2, 17 and 18 (each, a "**Restricted Lot**") in form and content consistent with the Property Owner's Application and the Town Approvals.

5.7.2. The Workforce Housing Unit Deed Restriction shall be reviewed by the Town Attorney for consistency with the Town Approvals.

5.7.3. The Workforce Housing Unit Deed Restriction shall be recorded against the Restricted Lot with the recordation of the Replat.

5.7.4. The Restricted Lots are each required to be improved with a residence (each a "**Workforce Housing Units**").

5.7.5. The owner of the respective Restricted Lots, whether if the Property Owner or a third party purchaser of a Restricted Lot shall construct a Workforce Housing Unit on their respective Restricted Lots, evidenced by a certificate of occupancy for the primary residential unit, within

ten years of the recordation of the Replat (“**Unit Completion Deadline**”). The Workforce Housing Unit shall be thereafter occupied at all times subject to the Workforce Housing Unit Deed Restriction. In the event that Property Owner constructs a Workforce Housing Unit on any of the Restricted Lots, the Workforce Housing Unit must be sold or leased to a Qualified Person consistent with the restrictions set forth in the Workforce Housing Unit Deed Restriction.

5.7.6. In the event Property Owner has not constructed a Workforce Housing Unit on either of Lots 2, 17 and/or 18 at the time of the sale of Lots 2, 17 and/or 18 to a third party, the obligation to construct the Workforce Housing Unit, as required by this Development Agreement and the Town Approvals, shall transfer and be assigned to the respective party acquiring Lots 2, 17 and/or 18.

5.7.7. If the respective owner of Lots 2, 17 and/or 18 has not timely completed the construction of the Workforce Housing Unit by the Unit Completion Deadline (or such later date agreed to by the Town), the Town may elect to declare a default with respect to only the particular lot that is in default as provided for in Section 7.6 and following required notice and cure, may pursue its remedies as provided for in Section 7.6. In addition to the remedies provided for in Section 7.6, the Town may require that the respective owner of Lots 2, 17 and/or 18 upon which the required Workforce Housing Unit has not been constructed, convey the affected Lot 2, 17 and/or 18 to the Town for no consideration, which the Town may use and develop consistent with the terms, conditions and requirements of the Workforce Housing Unit Deed Restriction and this Development Agreement.

5.7.8. The Workforce Housing Units shall be occupied as a primary residence by the owner or tenant of the Unit. No short-term renting or subleasing of the Workforce Housing Unit shall be permitted.

5.8. **Conveyance of Outlot -1.** At the time of the recordation of the Replat, Developer will convey Outlot-1 to the Town by special warranty deed for no consideration. The Town shall secure any required exemption from the Real Estate Transfer Tax, which Developer shall cooperate and assist Town in obtaining. In addition, as to Outlot-1, although created by this Subdivision and PUD, Outlot-1 may be included in a subsequent Town development application, including, but not limited to, a subdivision or PUD application, without the consent or approval of Windhorse or any subsequent property owner(s) within the Project. Any incorporation of Outlot-1 into a subsequent development application is expressly exempt from the PUD or other requirements that an amendment to the PUD would need to be processed to remove Outlot-1 from Project or to incorporate Outlot-1 into a subsequent subdivision or PUD.

6. **Vested Rights**

6.1. **Vested Real Property Right.** The final approval of this Agreement has created for Owner’s benefit a “vested real property right” defined by the Section 5-208 of the LUC. The term and duration of the vesting period shall run for three years from the Effective Date.

6.1.1. **Site Specific Development Plan.** The Town acknowledges and agrees that this Agreement constitutes a site specific development plan for the Property

6.1.2. **Vesting Period.** Pursuant to its authority under Section 5-208 of the Code, the Town agrees that the term and duration of the vesting period shall run for three years from the Effective Date (“**Vested Rights Period**”).

6.1.3. **Creation of Vested Property Right.** Approval of this Agreement shall create a vested property right pursuant to Article 68 of Title 24 C.R.S., as Amended, subject to the limitations of the Section 5-208 et seq. of the LUC and subject to compliance with the requirements of the

Town Approvals. The creation of this vested property right is also subject to the requirement that notice of approval of this Agreement be published not more than 14 calendar days from the date of approval.

6.2. **Notice.** The Town shall promptly cause to be published such notices as are required by LUC Section 5-208-H of the Code.

6.3. **Recordation.** This Agreement shall be recorded in the Office of the San Miguel County Clerk and Recorder, which shall serve as notice of the creation of the vested real property right

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

6.5. **Application of Laws of General Nature.** Except as provided in Section 24-68-105, C.R.S. and except as specifically provided for herein, the execution of this Agreement shall not preclude the current or future application of Town laws, rules or regulations to the Property that are general in nature and applicable to all property subject to land use or other regulation by the Town, including, but not by way of limitation, building, fire and engineering codes, to Owner's construction of the improvements within the Property, as such laws may be in effect from time-to-time throughout the term of this Agreement. Except to the extent the Town otherwise specifically agrees, any construction of improvements within the Property shall be done in compliance with the then-current building, fire and engineering requirements of the Town.

7. **Miscellaneous.**

7.1. This Agreement shall extend and inure to the benefit of, and be binding upon the Town and its successors and assigns and, except as otherwise provided herein, upon the Property Owner and its successors, legal representatives and assigns. The terms, conditions, restrictions and requirements provided herein that impose limitations and restrictions on the use of the Property and the Approved Lots shall be binding upon each individual owner of an Approved Lot. This Agreement shall constitute an agreement running with the Property and shall continue in full force and effect until: (a) modification or release by mutual agreement of the Town and the Property Owner; or (b) otherwise amended in accordance with the amendment procedures contained in the LUC, as it presently exists or as it may hereafter be amended, or terminated. This Agreement shall be recorded in the public records of San Miguel County.

7.2. It is anticipated that modifications and amendments to the Town Approvals and/or the Town Approval Documents, including this Agreement, may be necessary from time to time as the Project progresses through its development life. Any such modifications will be considered by the Town in accordance with pertinent provisions of the LUC and Town Laws. All terms, conditions and restrictions contained herein may be amended by agreement of both the Town and the Property Owner, until such time as Property Owner has sold and conveyed all of the Lots. Thereafter, the terms, conditions and restrictions contained herein may be amended by agreement of the Town and the Community Association other than Property Owner. The Town Approvals and/or the Town Approval Documents, including this Development Agreement may be amended or supplemented by the Town and Property Owner without any requirement for Property Owner to obtain the approval of any owners of Lots or the Community Association, except that notice of any amendment shall be duly noticed in accordance with the LUC and each Lot owner and the Community Association shall be entitled to attend any hearing and comment on any proposed amendment to the Town Approvals and/or the Town Approval Documents, including this Development Agreement. The foregoing notwithstanding, in the event that any modifications or amendments specifically proposes changes to size, layout or orientation of a Lot and/or changes to the development and/or use requirements and restrictions concerning a particular Lot owned by a person other than the Property Owner, the owner of the affected Lot must consent to the

amendment. Any such modification of this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.

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

7.4. This Agreement and the Town Approval Documents constitute the entire integrated understandings of the Parties regarding the subject matter set forth herein and no prior or contemporaneous promise, representation, term, condition, or understanding shall be of any legal force or effect, unless embodied herein in writing, or in a written amendment mutually agreed to by the Parties.

7.5. There are no third party beneficiaries expressly or impliedly intended by this Agreement. No person or entity that is not a Party to this Agreement will have any rights, claims or actions under this Agreement.

7.6. A Party shall "default" under this Agreement if it breaches any of its obligations hereunder and, after receiving written notice of the breach from the other Party (the "**Notifying Party**"), fails to cure the breach within (i) 10 days after delivery of the notice if the breach is failure to pay money owed to the Notifying Party, or (ii) 45 days after delivery of the notice with respect to any other breach (or, if the breach by its nature cannot be cured within 30 days, the Defaulting Party (as defined below) must commence the cure within 30 days after delivery of the notice and thereafter diligently pursue the cure to completion). In the event of default by a Party ("**Defaulting Party**"), the Notifying Party may (1) initiate an action to compel compliance by the Defaulting Party with this Agreement, and/or (2) take the necessary action itself to cause the obligation(s) in default to be performed, in which case the Notifying Party may recover from the Defaulting Party all damages and expenses incurred to perform such obligation(s). The substantially prevailing Party shall collect its reasonable costs, expenses and fees, including reasonable expert fees and attorney's fees. A Party may pursue any and all remedies available under Colorado Law, including damages, injunctive relief and/or specific performance. The remedies shall be cumulative in nature and a Party may pursue some or all of its remedies. Personal jurisdiction and venue for any civil action commenced by any Party to this Agreement whether arising out of or relating to this Agreement will be deemed to be proper only if such action is commenced in District Court for San Miguel County. Each Party expressly waives its right to bring such action in or to remove such action to any other court whether state or federal. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

7.7. This Agreement may be executed in multiple counterparts or by legible scanned/mailed or facsimile copy, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument. The scanned/mailed or facsimile transmission of a signed copy hereof or of any notice to be given to the other Party or his or her agent, shall be considered valid and constitute a signed original. A signed "hard copy" of the Agreement shall not be necessary, but may be executed by the Parties.

7.8. Any notice to be given hereunder shall be in writing, addressed to the appropriate Party, and shall be delivered in person; by overnight delivery or courier service; or by the United States Postal Service (or any official successor thereto), certified mail, return receipt requested, with adequate postage prepaid. Such notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the date postmarked, but if mailed the time period for any required response shall run from the date of receipt by the addressee, as evidenced by the return receipt. Rejection or other failure by the addressee to accept the notice, or the inability to deliver the notice because of a change of address of which no notice

was given, shall be deemed receipt of the notice on the third business day following the date postmarked. The addresses of the Parties to which notice is to be sent shall be as stated in the records of the San Miguel County Assessor.

7.9. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.

7.10. No Party shall be held liable for a failure to perform hereunder due to wars, strikes, acts of God, natural disasters, or other similar occurrences outside the reasonable control of that Party.

7.11. By signing this Agreement, the Parties acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed and that the persons signing for each of the Parties have been duly authorized so to do.

7.12. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

7.13. Customary historic architectural and construction industry practices, standards and norms shall be relied upon if and when necessary for purposes of interpreting, applying and enforcing the Agreement.

7.14. The Property Owner and its successors and assigns shall defend and hold the Town harmless from and against any and all claims, demands, liabilities, actions, costs, damages and attorneys' fees that may arise out of or result directly or indirectly from the Property Owner's actions or omissions in connection with the Property Owner's performance under this Development Agreement.

7.15. In entering into this Agreement, the Parties acknowledge and agree that they will perform their duties and obligations in a commercially reasonable manner and in good faith and that this commitment is being relied upon by each other Party. The Parties hereto warrant that each Party is a duly qualified and existing entity, capable of doing business in the state of Colorado and that the person(s) executing this Agreement are duly authorized to execute this Agreement and each Party has taken all actions necessary to obtain such authorization and that the terms and conditions of this Agreement constitute an enforceable agreement against such Party.

7.16. **Notices.** Any notice provided or permitted to be given hereunder shall be in writing and may be given by personal delivery, facsimile transmission or by depositing the notice in the United States mail, postage prepaid, certified with return receipt requested, and addressed to the Party to be notified. Notice deposited in the mail in the foregoing manner shall be deemed received three (3) business days after it is so deposited. Notice given in any other manner shall be effective only if and when actually received by the Party to be notified. For purposes of notice, the addresses of the Parties shall be as set forth below until changed. Any Party, by notifying the other Parties hereto in the manner provided in this Section, may designate a different address for receipt of subsequent notices.

<u>Company</u> Windhorse Properties, LLC c/o Jane Hickcox P.O. Box 994 Telluride, CO 81435 Phone: (970) 728-4269 Email: jhickcox@windhorsegroup.com	<u>Town:</u> Town of Telluride P.O. Box 397 Telluride, CO 81435 Phone: (970) 728-3071 Fax: (970) 728-3078
--	---

<p><u>With a Copy to</u> Thomas G. Kennedy, Esquire P.O. Box 3081 Telluride, CO 81435 Phone: (970) 728-2424 Fax: (970) 728-9439 Email: tom@tklaw.net</p>	<p><u>With a Copy to</u> Town Attorney Town of Telluride P.O. Box 397 Telluride, CO 81435 Phone: (970) 728-2153 Fax: (970) 728-3078 Email: kgeiger@telluride-co.gov</p>
---	---

AGREED TO AND MADE EFFECTIVE BY THE PARTIES AS OF THE EFFECTIVE DATE.

PROPERTY OWNER:

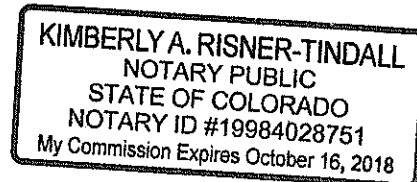
Windhorse Properties, LLC,
a Colorado limited liability company

By: Jane L Hickcox

Date: 8/28/18

Printed Name: Jane L Hickcox
Title: Manager

STATE OF COLORADO)
COUNTY OF San Miguel) ss.



Acknowledged, subscribed and sworn to before me this 28th day of August, 2018 by
Jane L. Hickcox, as the Manager of Windhorse Properties, LLC, a Colorado
limited liability company.

Witness my hand and official seal.

Kimberly A. Risner-Tindall
Notary Public

My commission expires: 10/16/18.

COMMUNITY ASSOCIATION ACKNOWLEDGEMENT

THE UNDERSIGNED COMMUNITY ASSOCIATION DOES HEREBY ACKNOWLEDGE AND
AGREE TO BE BOUND BY THE WITHIN AGREEMENT AND TO UNDERTAKE AND PERFORM
THOSE DUTIES, OBLIGATIONS AND/OR REQUIREMENTS THAT ARE IMPOSED UPON THE
COMMUNITY ASSOCIATION HEREIN.

The Overlook At Telluride Homeowners Company, Inc.,
a Colorado nonprofit corporation

By: Jane L Hickcox

Date: 8/28/18

Printed Name: Jane L Hickcox
Title: President

TOWN:

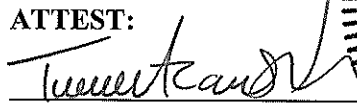
Town of Telluride, Colorado,
a municipal corporation.

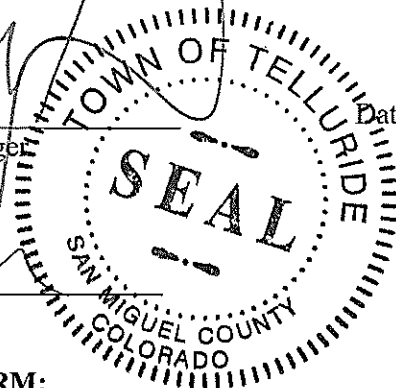
By: 

Ross Herzog, Town Manager


Date: 8/30/18

ATTEST:


Town Clerk



APPROVED AS TO FORM:


Kevin Geiger, Town Attorney

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

The foregoing instrument was acknowledged before me this 30 day of AUGUST, 2018 by
Ross Herzog, Town Manager, Town of Telluride, Colorado.

Witness my hand and official seal.


Notary Public

My commission expires: 8/28/2020

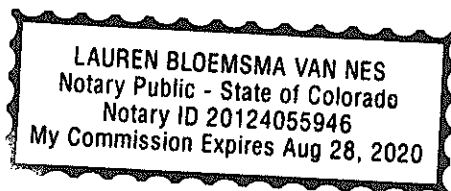


Exhibit "A"
(Legal Description of Property)

A parcel of land located within the East Telluride Addition to The Town of Telluride, according to the Plat recorded June 23, 1898 in Plat Book 28 at Page 13, County of San Miguel, State of Colorado, further described as follows:
Beginning at the Northeast corner of Block 6, within said East Telluride Addition, being the POINT OF BEGINNING;
Thence N 17°54'00" E a distance of 22.28 feet along the extension of the eastern boundary of said Block 6;
Thence N 71°34'27" W a distance of 875.04 feet to the intersection with the centerline of Hemlock Street;
Thence S 17°54'00" W a distance of 310.31 feet along the centerline of Hemlock Street to the intersection with the centerline of Galena Avenue;
Thence S 72°06'00" E a distance of 525.11 feet along the centerline of Galena Avenue;
Thence N 34°53'10" E a distance of 24.44 feet;
Thence N 54°00'47" W a distance of 21.35 feet to the northern boundary of said Galena Avenue Right of Way;
Thence S 72°06'00" E a distance of 80.53 feet along said northern boundary;
Thence S 54°00'47" E a distance of 17.24 feet;
Thence 68.09 feet along the arc of a tangential curve, concave to the north, having a central angle of 19°39'43", and a radius of 198.42 feet;
Thence S 73°40'30" E a distance of 127.98 feet;
Thence 56.70 feet along the arc of a tangential curve, concave to the south, having a central angle of 13°14'34", and a radius of 245.34 feet;
Thence S 60°25'56" E a distance of 15.10 feet;
Thence N 17°54'00" E a distance of 269.59 feet along the eastern boundary of said Block 6 to the POINT OF BEGINNING;

TOGETHER WITH

A Portion of the East Telluride Addition To The Town of Telluride, according to the Plat recorded June 23, 1898 in Plat Book 28 at Page 13, described as follows:

Beginning at the intersection of the easterly boundary of Alder Street with the northerly boundary of Dakota Avenue;
Thence North 17°54'00" East a distance of 11.17 Feet along the easterly boundary of Alder Street to the northerly boundary of the East Telluride Addition;
Thence South 71°02'53" East a distance of 250.04 Feet along the northerly boundary of said East Telluride Addition to the westerly boundary of Maple Street;
Thence South 17°54'00" West a distance of 6.58 Feet along the westerly boundary of Maple Street to the northerly boundary of Dakota Avenue;
Thence North 72°06'00" West a distance of 250.00 Feet along the northerly boundary of Dakota Avenue to the point of beginning,
as depicted on Plat Of Survey recorded March 11, 1991 in Surveyors Plat Book S1 at Page 56, County of San Miguel, State of Colorado.

TOGETHER WITH

A portion of the East Telluride Addition To The Town of Telluride, according to the plat recorded June 23, 1898 in Plat Book 28 at Page 13, described as follows:

Beginning at the intersection of the easterly boundary of Maple Street with the northerly boundary of Dakota Avenue;
Thence North 17°54'00" East a distance of 5.66 feet along the easterly boundary of Maple Street to the northerly boundary of the East Telluride Addition;
Thence South 71°02'53" East a distance of 250.04 feet along the northerly boundary of said East Telluride Addition to the westerly boundary of Hemlock Street;
Thence South 17°54'00" West a distance of 1.07 feet along the westerly boundary of Hemlock Street to the northerly boundary of Dakota Avenue;
Thence North 72°06'00" West a distance of 250.00 feet along the northerly boundary of Dakota Avenue to the point of beginning,
as depicted on Plat Of Survey recorded March 11, 1991 in Surveyors Plat Book S1 at Page 56, County of San Miguel, State of Colorado.

TOGETHER WITH

Lots 1-8 (inclusive) of Block 2, East Telluride Addition to The Town of Telluride, according to the Plat recorded June 23, 1898 in Plat Book 28 at Page 13, County of San Miguel, State of Colorado

Exhibit “B”
(Table of Project Approved PUD Variations)

TABLE OF LOT SIZES/REQUESTED PUD WAIVERS

Lot	Lot Size (10,000 sf required)	Lot Frontage (Minimum 50' required)	Lot Width (Minimum 50' required)	Front Yard S/B (Minimum 15' required)	Rear Yard S/B (Minimum 15' required)	Side Yard S/B (Minimum 3' required)	Maximum Above-Grade Volume Ratio (Maximum 3:1)	Requested PUD Variations
1	5276 sf	35.8'	35.5'	5'	50'	3'	3:1	1, 2, 3, 4
2	5206 sf	35.5'	35.5'	5'	50'	3'	3:1	1, 2, 3, 4
3	5236 sf	35.5'	35.5'	5'	50'	3'	3:1	1, 2, 3, 4
4	5271 sf	35.5'	35.5'	5'	50'	3'	3:1	1, 2, 3, 4
5	5305 sf	35.5'	35.5'	5'	50'	3'	3:1	1, 2, 3, 4
6	5317 sf	35.6'	35.5'	5'	50'	3'	3:1	1, 2, 3, 4
7	6377 sf	36.4'	35.5'	5'	50'	3'	3:1	1, 2, 3, 4
8	6013 sf	37.3'	35.5'	5'	50'	5' on west and 3' on east	3:1	1, 2, 3, 4
9	8281 sf	52.5'	50.0'	5'	50'	5'	3:1	1, 4
10	7666 sf	50.6'	50.0'	5'	50'	5'	3:1	1, 4
11	7475 sf	50.1'	50.0'	5'	50'	5'	3:1	1, 4
12	7374 sf	50.1'	50.0'	5'	50'	5'	3:1	1, 4
13	7219 sf	50.1'	50.0'	5'	50'	5'	3:1	1, 4
14	7090 sf	50.1'	50.0'	5'	50'	5'	3:1	1, 4
15	12,780 sf	12.6'	Varies between 75.0' to 153.0' (see Replat)	5'	80.5'	Northerly side Varies (see Replat) Southerly side 13.5'	3:1	1, 4
16	7594 sf	12.6'	70.1'	5'	15'	Northerly side 13.5' Southerly side 5'	3:1	1, 2, 4
17	2657 sf	47.3'	47.2'	5'	5'	3'	6:1	1, 2, 3, 4, 5, 6
18	2823 sf	72.8'	56.4'	5'	5'	3'	6:1	1, 4, 5, 6
19	4104 sf	99.8'	90.2'	5'	5'	3'	6:1	1, 4, 5, 6
20	3966 sf	108.4'	98.0'	5'	5'	3'	6:1	1, 4, 5, 6

PUD Variations/Waivers (key)

1. Reduction of Minimum Lot Size (10,000 sf required)
2. Reduction of Minimum Lot Frontage (50' required)
3. Reduction of Minimum Lot Width (50' required)
4. Reduction of Front Yard setback (15' required)
5. Reduction of Rear Yard setback (15' required)
6. Variation to the Maximum Above-Grade Volume Ratio (3:1 is maximum)

Exhibit “C”
(Access and Utility Plans and Specifications)

Civil Plans

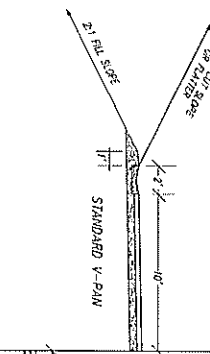
CIVIL ENGINEERING SUBMITTAL FOR THE OVERLOOK AT HILLSIDE SUBDIVISION/PUD PRIMROSE LAKE, TELLURIDE, CO

- C1 - CIVIL ENGINEERING NOTES AND TYPICAL ROAD SECTIONS
 - C2 - GRADING AND DRAINAGE
 - C3 - UTILITY PLAN
 - C4 - CONSTRUCTION MITIGATION PLAN
 - C5 - CULVERT PLANS AND PROFILES
 - C6 - DETAILS
- HILFNER WALL DESIGN BY GORDON GEOTECH (7 SHEETS)
EXISTING CONDITIONS MAP BY FOLEY AND ASSOCIATES (1 SHEET)

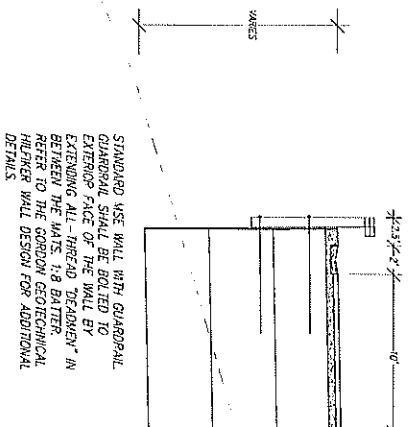
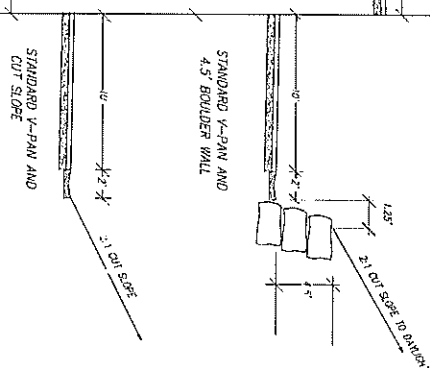
GENERAL, DUTY, DIMENSIONS AND CONSTRUCTION NOTES

1. THE DRAIN OF TELLURIDE PUBLIC WORKS DEPARTMENT DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS MUST BE MET FOR ALL CONSTRUCTION. THESE STANDARDS WILL NOT BE REPRODUCED IN THIS SET. IF THE CONTRACTOR HAS ANY QUESTIONS CONCERNING A CONFLICT WITH THESE DETAILS, CONTACT THE CITY ENGINEER AT 800-541-0012 WITH SPECIFIC QUESTIONS.
2. UP EXISTING SURFACE AND EXISTING UTILITY, THE EXISTING MATERIAL IS ASSUMED TO MEET THE BATTERY SPECIFICATIONS FOR THE BEST WALL. THIS MUST BE CONFIRMED BY THE DESIGN PROFESSIONAL. SOME SITUATIONS OF THAT MATERIAL MAY BE NECESSARY TO REMOVE OR SITE IN ORDER TO MEET THESE SPECIFICATIONS.
3. THE DRAINAGE FOR THE PROJECT MUST BE COORDINATED WITH THE TELLURIDE UTILITY BUREAU THAT OWNS THE PARTICULAR SERVICE ON MAIN LINE. FOR SEWER AND WATER, THE TELLURIDE PUBLIC WORKS DEPARTMENT AT 800-541-0012.
4. AT LEAST 14" ABOVE FROM ANY EXCAVATION, THE CONTRACTOR SHALL CALL FOR UTILITY LOCATES (BY PHONE NUMBER AND).
5. UTILITY LOCATES SHALL BE APPROVED ONLY. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING ALL UTILITY LOCATES PRIOR TO EXCAVATION. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SURVEILLANCE TO PREVENT DAMAGE TO ANY UTILITY IN THE AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY UTILITY IN THE AREA.
6. IMMEDIATELY AFTER THE CITY ENGINEER'S DESIGN CONSTRUCTION, A CONDITION THAT IS NOT COVERED IN THESE DRAWINGS IS RECOMMENDED.
7. IF A SUBSTITUTION FOR ANYTHING SPECIFIED IN THESE PLANS IS NEEDED, THE CONTRACTOR MUST MAKE A REQUEST IN WRITING. THE CONTRACTOR CAN ONLY MAKE A SUBSTITUTION BASED ON A WRITTEN APPROVAL BY THE ENGINEER. NO VERBAL CHANGES WILL BE MADE.
8. UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND MAINTAINING ANY SITES AND RETURNING THEM TO THEIR ORIGINAL CONDITION.
9. THE CONTRACTOR IS REQUIRED TO PROVIDE AN EROSION CONTROL PLAN AND HAVE IT APPROVED THROUGH PUBLIC WORKS.
10. IN GENERAL, NO STRUCTURES SHALL BE CONSTRUCTED FROM THE TOP OF EXISTING GRADE. STRUCTURES SHALL BE CONSTRUCTED FROM THE TOP OF EXISTING GRADE. STRUCTURES SHALL BE CONSTRUCTED FROM THE TOP OF EXISTING GRADE. STRUCTURES SHALL BE CONSTRUCTED FROM THE TOP OF EXISTING GRADE.
11. THE PROFILE SHOWN ON SHEET C2 SHOWS A VERTICAL CURVE. THE BATTERY WALL IS BUILT IN STRAIGHT C-ROADS AND DOES NOT HAVE THE CONTOURED VERTICAL CURVE. THE CONTOUR OF THE BATTERY WALL IS BUILT IN STRAIGHT C-ROADS AND DOES NOT HAVE THE CONTOUR OF THE BATTERY WALL.

TYPICAL SECTIONS - LEFT OF CENTERLINE



TYPICAL SECTIONS - RIGHT OF CENTERLINE



STANDARD USE WALL WITH GUARDRAIL
GUARDRAIL SHALL BE BOLTED TO
EXTENDING FACE OF THE WALL BY
EXTENDING ALL-THREAD 'DEADEND' IN
BETWEEN THE WALLS 1:8 BATTER.
REFER TO THE GORDON GEOTECHNICAL
HILFNER WALL DESIGN FOR ADDITIONAL
DETAILS.

TYPICAL ROAD SECTIONS
3" ASPHALT OR 6" ROAD BASE ON COMPACTED SUBGRADE
SCALE: 1"=4'



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

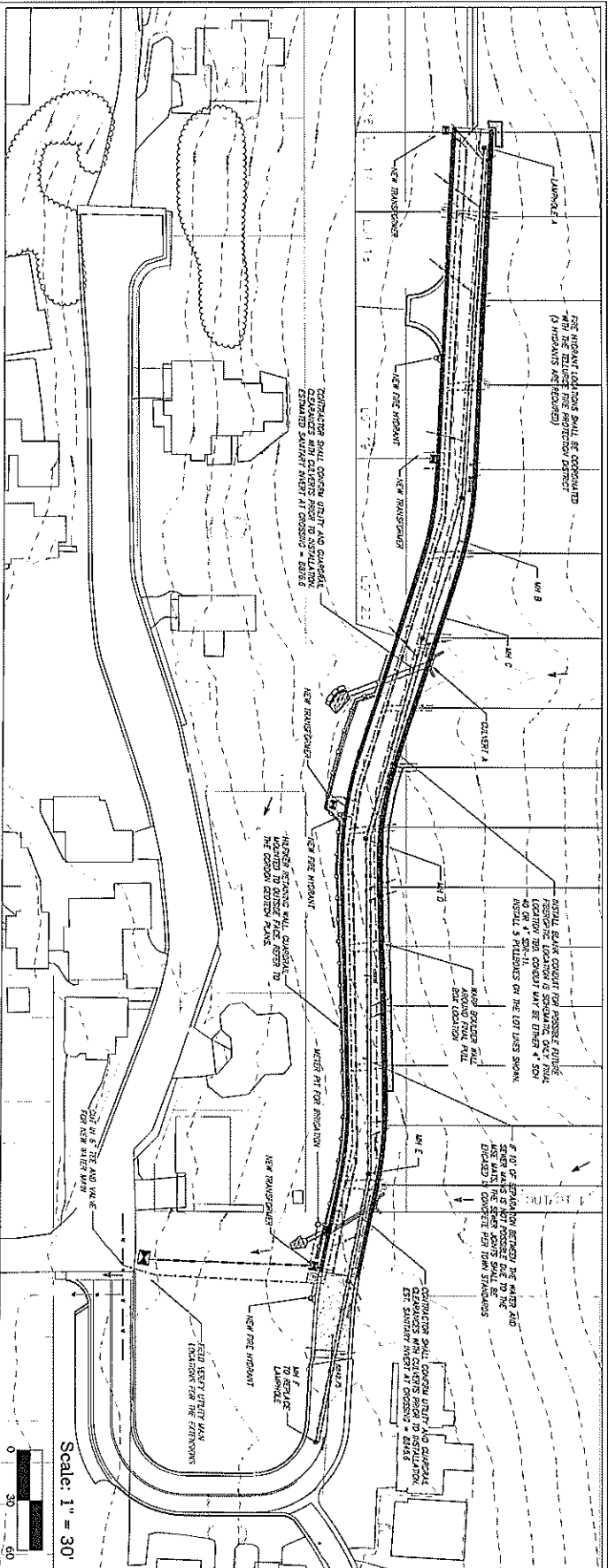
SUBMISSIONS:
DESIGN PROFESSIONAL: 2017-09-13
PROJECT MANAGER: 2017-09-13
DESIGNER: 2017-09-13
CHECKER: 2017-09-13
DATE: 2017-09-13
SCALE: 1"=4'

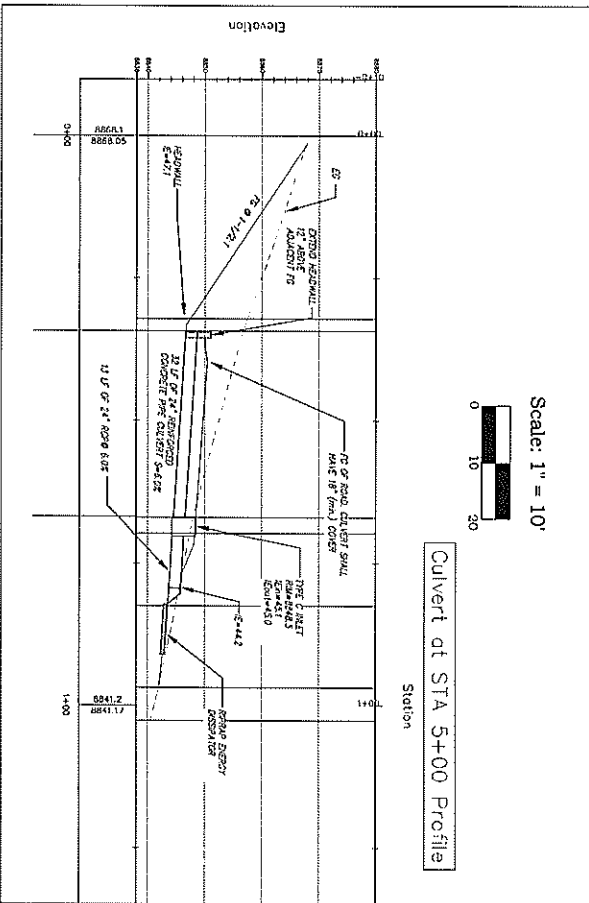
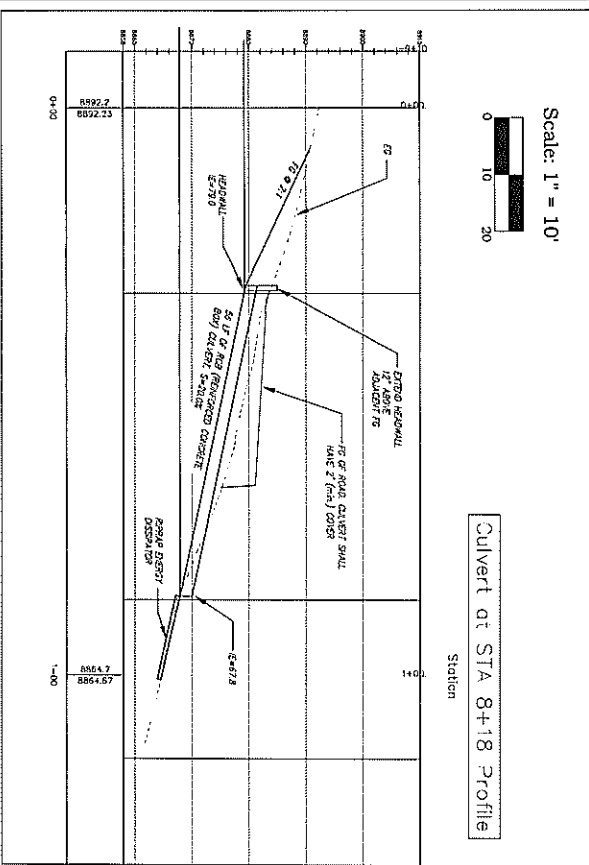
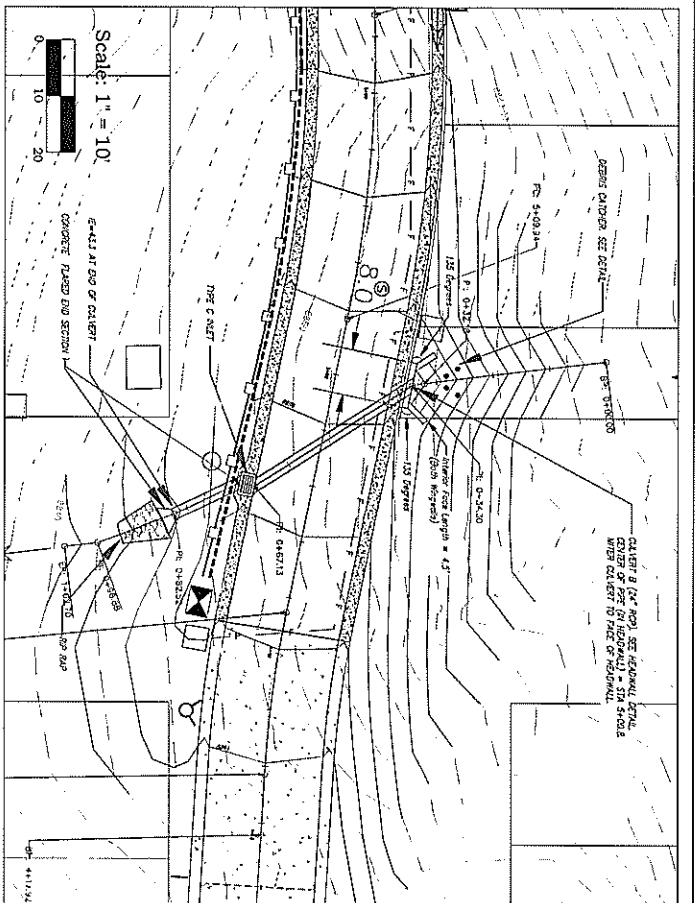
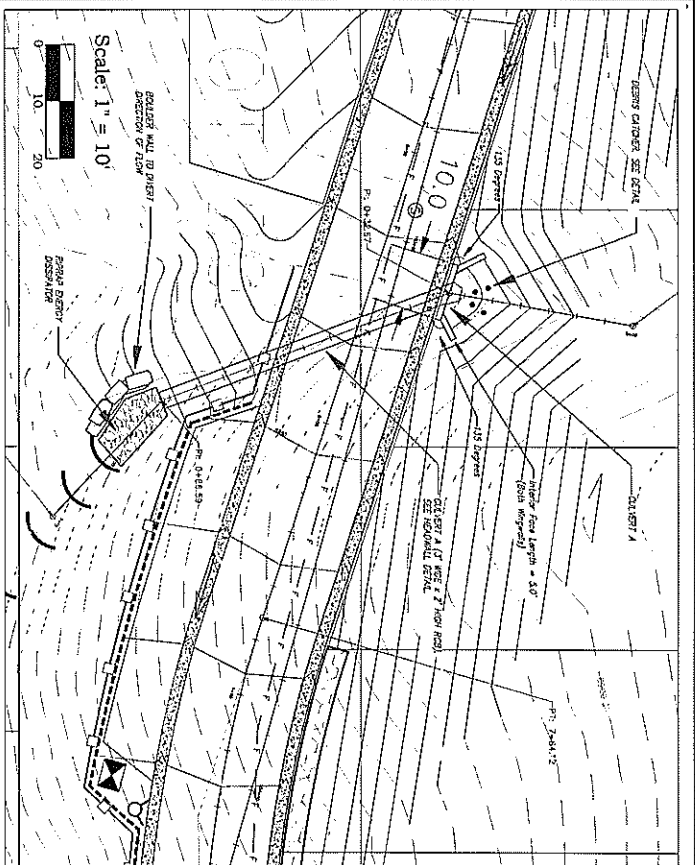
The Overlook
at Telluride
Subdivision/PUD
Primrose Lake
Telluride, CO



Notes
and
Typical Sections

C1





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

SUBMISSIONS:
SUBMITTAL NO. 2011-11-14
SUBMITTAL DATE: 11/14/2011
SUBMITTAL TIME: 11:14 AM
SUBMITTAL LOCATION: 11/14/2011

The Overlook
at Telluride
Subdivision / PUD
Primrose Lane
Telluride, CO

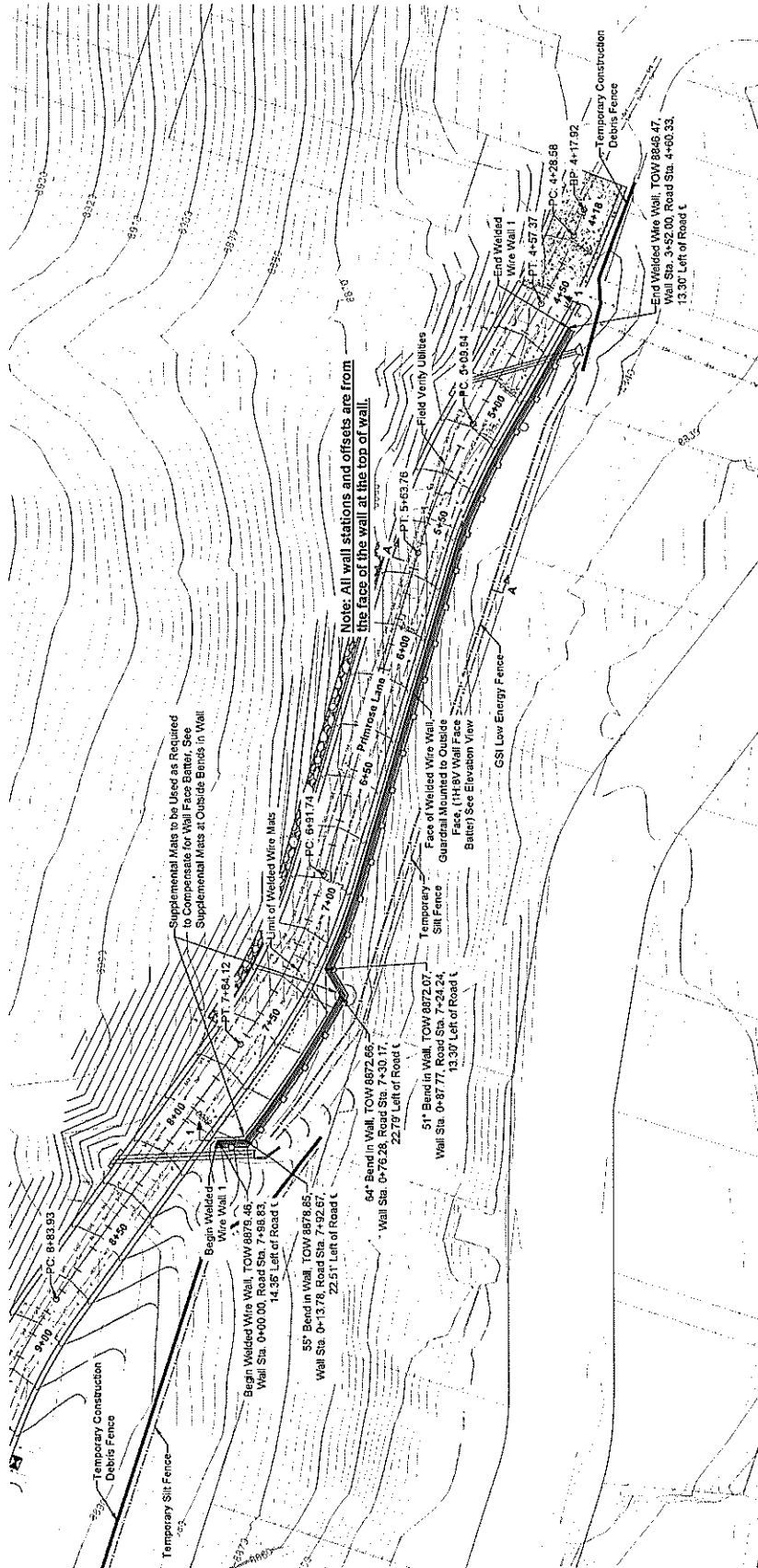


CONSTRUCTION OF THIS PROJECT SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, EDITION 2007, AS AMENDED BY THE COLORADO DEPARTMENT OF TRANSPORTATION.

Culverts
Plans
and
Profiles

C5

Welded Wire Wall Plans



Notes

- Notes:**
- 1) All wall locations and layouts are approximate and subject to field verification. Variations to the grading or geometry shown is to be reviewed by Gordon Geotechnical prior to wall installation.
 - 2) Existing utilities and facilities to be protected and located prior to shoring installation. The presence of utilities and other facilities may require modification to the wall.

- 2) Existing utilities and facilities to be potholed and located prior to shoring installation. The presence of utilities and other facilities may require modification to the wall.

Note:
Utilities Are Preliminary, Refer to Civil
Drawings For Updated Locations.

Welded Wire Retaining Wall

Plan View



REFERENCE: **Uncompensated Engineering, LLC, Whitehouse Property, Uncompensated AutoCAD Drawings, Received 02/02/2018**
Uncompensated Engineering, LLC, Whitehouse Property, Uncompensated AutoCAD Drawings, Received 02/02/2018
 Goshing and Orange Park, Dated 11/14/2017

DATE	TIME	LOCATION
07/03/18	15:00	on Road for Release
07/10/18	10:00	on Scraping Road August at End of Road

REFERENCE: **Uncompensated Engineering, LLC, Whitehouse Property, Uncompensated AutoCAD Drawings, Received 02/02/2018**
Uncompensated Engineering, LLC, Whitehouse Property, Uncompensated AutoCAD Drawings, Received 02/02/2018
 Goshing and Orange Park, Dated 11/14/2017

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Uncompensated Engineering, LLC, Whitehouse Property, Uncompensated AutoCAD Drawings, Received 02/02/2018
 Goshing and Orange Park, Dated 11/14/2017

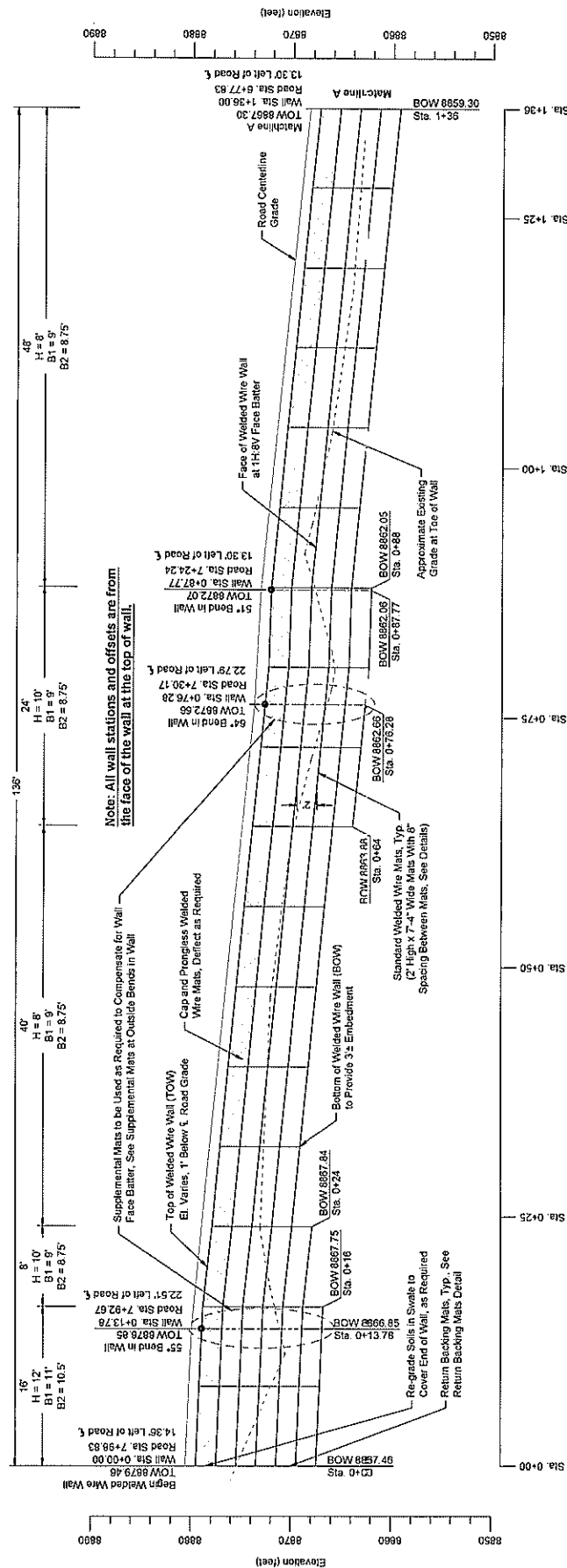
DATE	TIME	LOCATION
07/03/18	15:00	on Road for Release
07/10/18	10:00	on Scraping Road August at End of Road

REFERENCE: **Uncompensated Engineering, LLC, Whitehouse Property, Uncompensated AutoCAD Drawings, Received 02/02/2018**
Uncompensated Engineering, LLC, Whitehouse Property, Uncompensated AutoCAD Drawings, Received 02/02/2018
 Goshing and Orange Park, Dated 11/14/2017

DATE	TIME	LOCATION
07/03/18	15:00	on Road for Release
07/10/18	10:00	on Scraping Road August at End of Road




REFERENCE:
Uncertainty Engineering, LLC, Whitehouse Property,
Uncertainty AutoCAD Drawings Received 02/06/2018
Superior Engineering, LLC, Whitehouse Property,
Grading and Drainage Plan, Dated 11/14/2017

DATE	DESCRIPTION
05/03/18	Issued for Release
07/10/18	Inlet at Scraping Area August at End of Road

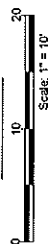


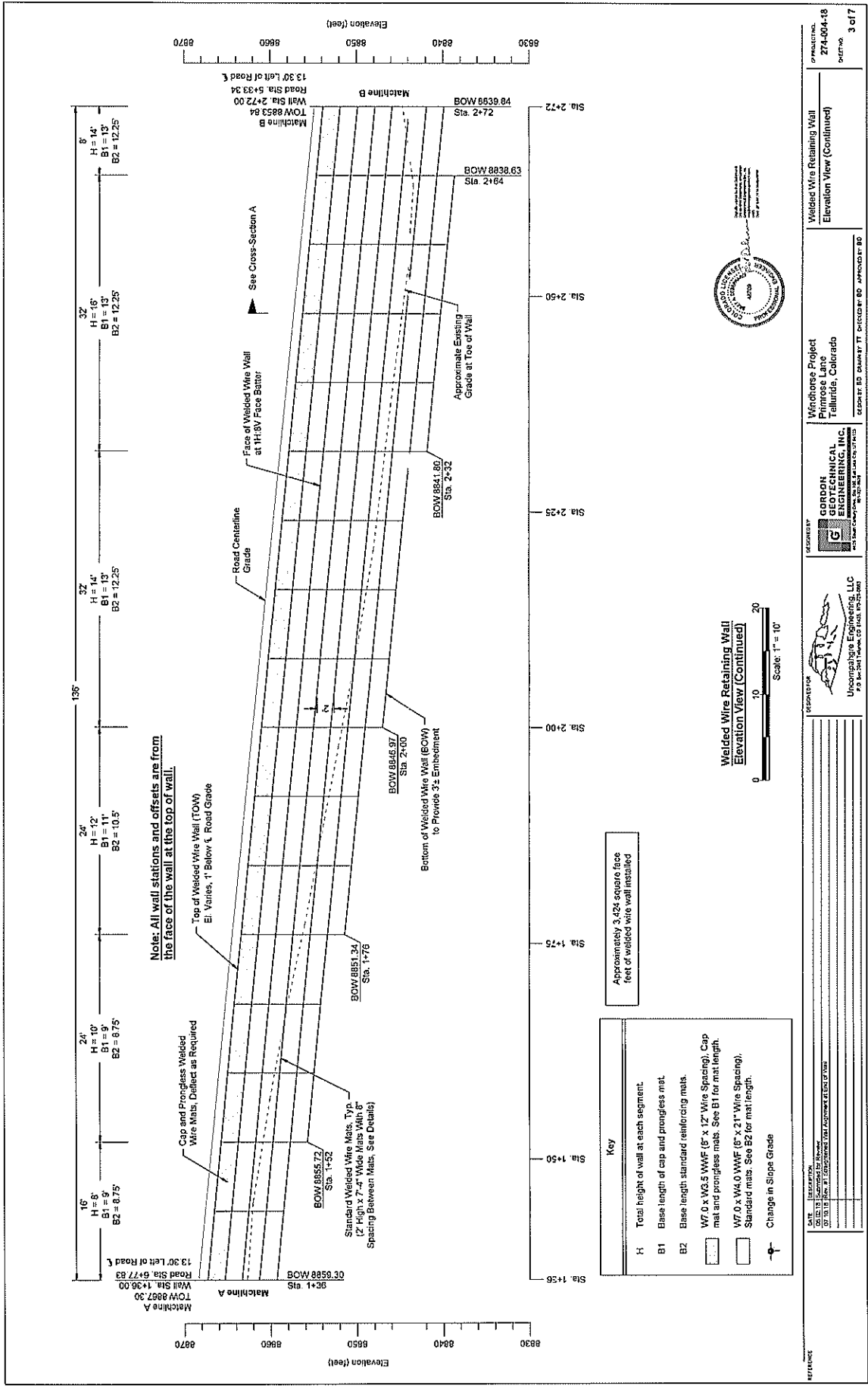
Note: All wall stations and offsets are from the face of the wall at the top of wall.

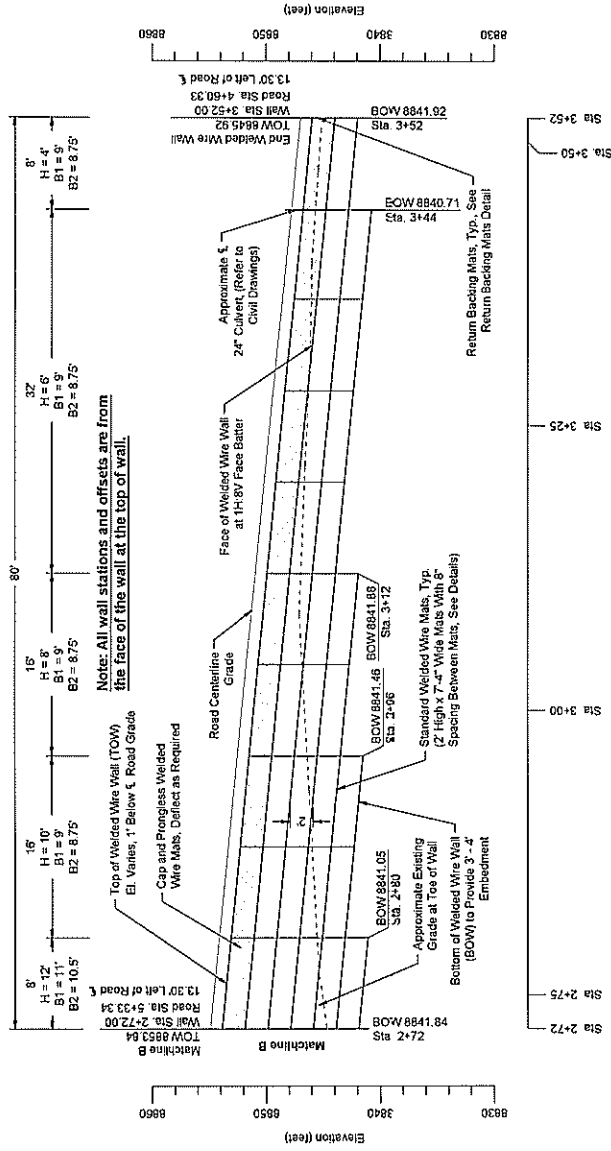
Approximately 3,424 square feet of welded wire wall installed

Key	
H	Total height of wall at each segment.
B1	Base length of cap and prongless mat.
B2	Base length standard reinforcing mats.
	W1.0 x W2.5 W6F (6' x 12' Wire Spacing). Cap mat and prongless mats. See B1 for mat length.
	W7.0 x W4.0 W4F (6' x 21' Wire Spacing). Standard mats. See B2 for mat length.
Change in Slope Grade	
	

Welded Wire Retaining Wall
Elevation View

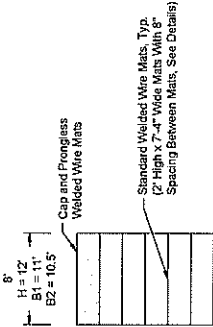
[illegible]





Note: All wall stations and offsets are from the face of the wall at the top of wall.

Note: With the batter face batter and three dimensional wall geometry required, some minor additional portions of mats may be required at outside bends in wall (2 locations). These supplemental mats are to be supplied and are to be cut and utilized where required to compensate for face batter at outside bends in wall.

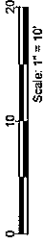


Supplemental Mats at Outside Bends in Wall
Scale 1" = 10'

Approximately 3,424 square feet of welded wire wall installed

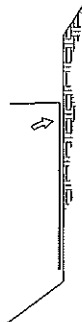
Key	
H	Total height of wall at each segment
B1	Base length of cap and prongless mat.
B2	Base length standard reinforcing mats.
	W7.0 x W3.5 WWF (6" x 12" Wire Spacing). Cap mat and prongless mats. See B1 for mat length.
	W7.0 x W4.0 WWF (6" x 21" Wire Spacing). Standard mats. See B2 for mat length.
	Change in Slope Grade

Welded Wire Retaining Wall
Elevation View (Continued)



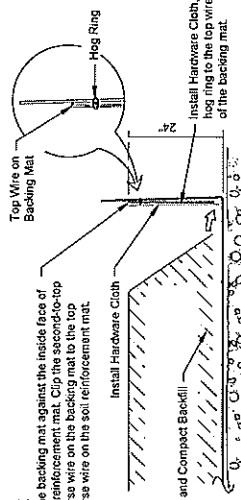
STEP 1

Place the first course of soil reinforcement mats on prepared foundation



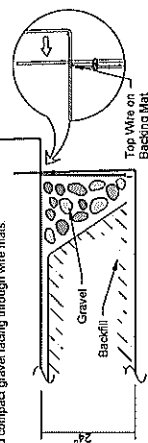
STEP 2

Place the backing mat against the inside face of the soil reinforcement mat. Clip the second-to-top transverse wire on the backing mat to the top transverse wire on the soil reinforcement mat.



STEP 3

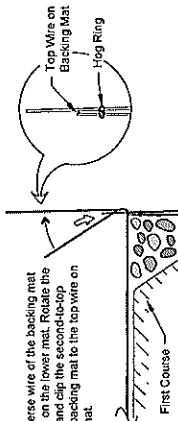
Place the face gravel in the face of the wall. Place the second course of soil reinforcement mats with the base longitudinal wires resting on the top transverse wire of the backing mat below. Slide the soil reinforcement mat into alignment. Hand and compact gravel facing through wire mats.



Intermediate mats not shown for clarity.

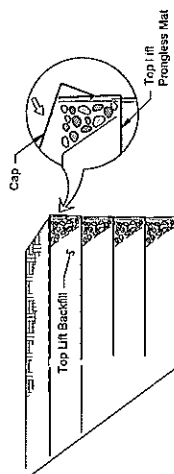
STEP 4

Hook the bottom transverse wire of the backing mat over the vertical prongs on the lower mat. Rotate the backing mat to vertical and clip the second-to-top transverse wire on the backing mat to the top wire on the soil reinforcement mat.



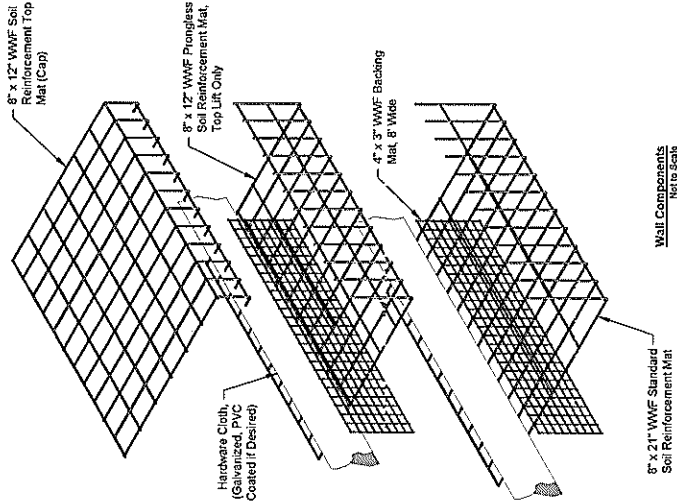
STEP 5

Install the Hardware Cloth in Steps 2 and 3. Place and compact the Backfill and Face Filling Rock to the Base Elevation of the Next Mat. Repeat steps 2 thru 5 to the top lift.



STEP 6. TOP LIFT

Place the top lift prongless mat, backing mat, and hardware cloth. Place and compact backfill and face gravel in the top lift. Hook the cap over the middle transverse wire on the prongless mat, and rotate into place. Place and compact cover.

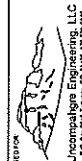


Welded Wire Wall Construction Sequence

Not to Scale

REVISIONS

DATE	DESCRIPTION
05/21/18	Submitted for Review
07/15/18	How it is implemented will depend on type of soil



DESIGNED BY
GORDON
GEOTECHNICAL
ENGINEERING, INC.
1010 14th Street, Suite 200
Boulder, CO 80502

Windones Project
P.O. Box 1000
Telluride, Colorado

Welded Wire Retaining Wall
Details

PROJECT NO.
274-004-18
SHEET NO.
6 of 7

Exhibit “D”
(Landscape Plan)

Exhibit “E”
(Construction Mitigation Plan)

**REVISED
WINDHORSE SUBDIVISION/PUD
CONSTRUCTION MANAGEMENT-MITIGATION PLAN
(ACCESS AND INFRASTRUCTURE)**

Date: November 16, 2017

Summary

The Applicant will select and retain a contractor (**Contractor**) to oversee the construction of the access road (**Access Road**) and utility infrastructure (**Main Utility Services**) to serve future residential development that will occur on the portions of the Windhorse property intended to be platted as lots (**Infrastructure Work**).

This Construction Management /Mitigation Plan (**Plan**) will outline the construction activities and the safe and efficient manner it will be enacted. It is intended to delineate the construction activities that could impact nearby properties and to provide strategy to mitigate them. This Plan seeks to accomplish the following objectives:

- Maximize safety.
- Minimize the potential for conflicts between the public and construction.
- Minimize disruptions and construction nuisance where feasible to adjacent property owners and, neighbors.
- Minimize the effect of construction.
- Minimize environmental impacts on the surrounding environments.

This Construction Management-Mitigation Plan does not cover the future development of residences occurring on each lot. An owner and contractor pursuing the residential development on the lots will prepare and submit mitigation plan in connection with their plan/permit review process for review and approval by the Town of Telluride.

The roadwork serving the lots consists of an Access Road will be installed by Windhorse pursuant to the civil plans prepared by the project engineer and approved by the Town of Telluride. Individual driveways will be installed by the respective lot owners from the Access Road to serve the residence on each lot as/when designed.

The Main Utility Services will be installed by Windhorse pursuant to the civil plans prepared by the project engineer and approved by the Town of Telluride. Service lines will be installed by the respective lot owners from the Access Road to serve the residence on each lot as/when designed

The Access Road and the Main Utility Services will be constructed/installed by Windhorse together in one phase. The infrastructure work will be initiated and completed within three building seasons from final plan approval, subject to change based on weather and unforeseen conditions and obstacles and asphalt paving availability. The work will be undertaken and completed pursuant to a Subdivision Improvement Agreement between Windhorse and the Town. The SIA would reflect the timing of this coordination and obligation.

Mitigation of Impacts

In all instances, the work shall be undertaken in conformance with applicable construction laws and regulations adopted by the Town.

To alleviate impact to the surrounding property, the following elements will be implemented as indicated on the Civil Engineering Plans, Sheet C-4:

- As appropriate, a row of concrete barriers may be used from time to time.
- Project fencing, chain link with green fabric at perimeter of work will be erected.
- Silt fencing will be installed below the Access Road excavation
- An engineered 5' high debris fence will be installed below the Access Road
- A gate/barrier will be installed at the easterly portion of the work zone to keep traffic away from construction area
- The adjoining town roads that will provide access to the property will be kept in a clean condition. Water trucks will be used as necessary for dust control and street sweeping for mud control

Public Safety

Safety is the first priority for the Infrastructure Work and the contractor will adhere to and enforce the following:

- Conflicts are best prevented by clearly separating construction activity from construction zones. The use of vehicular and pedestrian traffic enforcement, signage, and barriers a necessary and appropriate will be utilized.
- For their safety, the public will not be allowed to enter the Infrastructure Work zone gated/fenced area.

Staging/Transportation/Parking

Staging/Parking. Construction staging is anticipated to occur on-site. At this time it is unknown as to if off-site staging will be needed. If needed, Contractor will secure a remote site. A limited amount of on-site parking will be available for Contractor and subcontractor use. The Town has advised that limitations on the number of parking permits for construction vehicles may be imposed on the Contractor, which will require Contractor arrange for remote parking and shuttling of workers to the site.

Construction Traffic.

The preference of the Owner and Contractor will be to initiate the construction of the infrastructure work, particularly the excavation for the access road and hauling of exported dirt during the offseason, starting in the spring of 2018. The timing for the commencement of this work will be contingent upon the timely completion of the Town review process on the Subdivision/PUD application.

It is anticipated that the construction of the access road will result in a net export of dirt requiring approximately 350 trucks (approximately 3-4 trips an hour), which would take about three weeks to complete. The dirt will be delivered to the Idarado mining company property and stored at that site. As such, truck traffic would avoid passing through the downtown area of the town. The traffic will use Columbine. Flaggers will be positioned at the Columbine/Columbia and Columbine/Colorado intersections during the hauling. The roads used for the haul route will be washed upon by a water truck as necessary.

Hauling hours would be limited to 7 AM to 6 PM on weekdays. Hauling will not occur on weekends and holidays.

Deliveries/Staging/Storage

A coordinated effort will take place to allow the subcontractors to deliver supplies and material to the site.

Traffic Control/Access

A proposed Traffic Control Plan and routing map for will be provided to Town Public Works at the time of building permit.

As necessary, flaggers and walkers will be properly trained, dressed and equipped. Construction traffic and deliveries will be coordinated to the site to minimize conflict with the public.

Layers of concrete barriers and a 6 feet high fence will be installed around the work area of the property to prevent accidental intrusion of the site. The fence will be covered with green screen material.

Work Hours

Other than hauling by large vehicles, work hours will be conducted between 7:00 am and 7:00 pm Monday thru Friday and between 8:00 am and 5:00 pm Saturday acknowledging the first and last hours are for non-equipment use. Contractor also expects to conduct work within the buildings and walk arounds which will not cause sound or lighting nuisance to the neighbors at any time. Contractor may request hours to be extended during off seasons, in the sole discretion of the Town.

Meetings With Town

1. Hold a Pre-Construction meeting with Contractor, Owner and Town Staff to review this plan prior to initiating construction.
2. Hold a Pre-Construction meeting with Contractor and Subcontractors to review this plan prior to each respective subcontractor initiating work and follow up with weekly site progress meeting.
3. Meeting with Contractor and Town Staff to review as needed.
4. Hold a Pre-Construction meeting with Town of Telluride – Town Planner and Town Arborist.

Measures to be Implemented Onsite

1. Town of Telluride-Planning Director and Town Arborist will designate any trees that are to be saved and protected.
2. An on-site designated concrete wash-out area.
3. Dust Control will be cared for by maintaining the site entrance, and keeping reasonable speeds of construction traffic on site.
4. Mud Control will be cared for by maintaining a gravel bed at the site entrance.

5. Contractor will work to educate subcontractors and assist them in minimizing supply trips to and from the site.
6. Trucks and equipment will be discouraged from idling for periods longer than necessary.
7. Noise abatement is a priority. All equipment will have maintained mufflers where feasible.
8. Re-vegetation of areas will occur in the area of the landscape mitigation proposed to be installed by the owner to screen the retaining wall for the shared driveway and will be completed as soon as feasible after the construction impacts have been completed.

Emergency and Safety Procedures

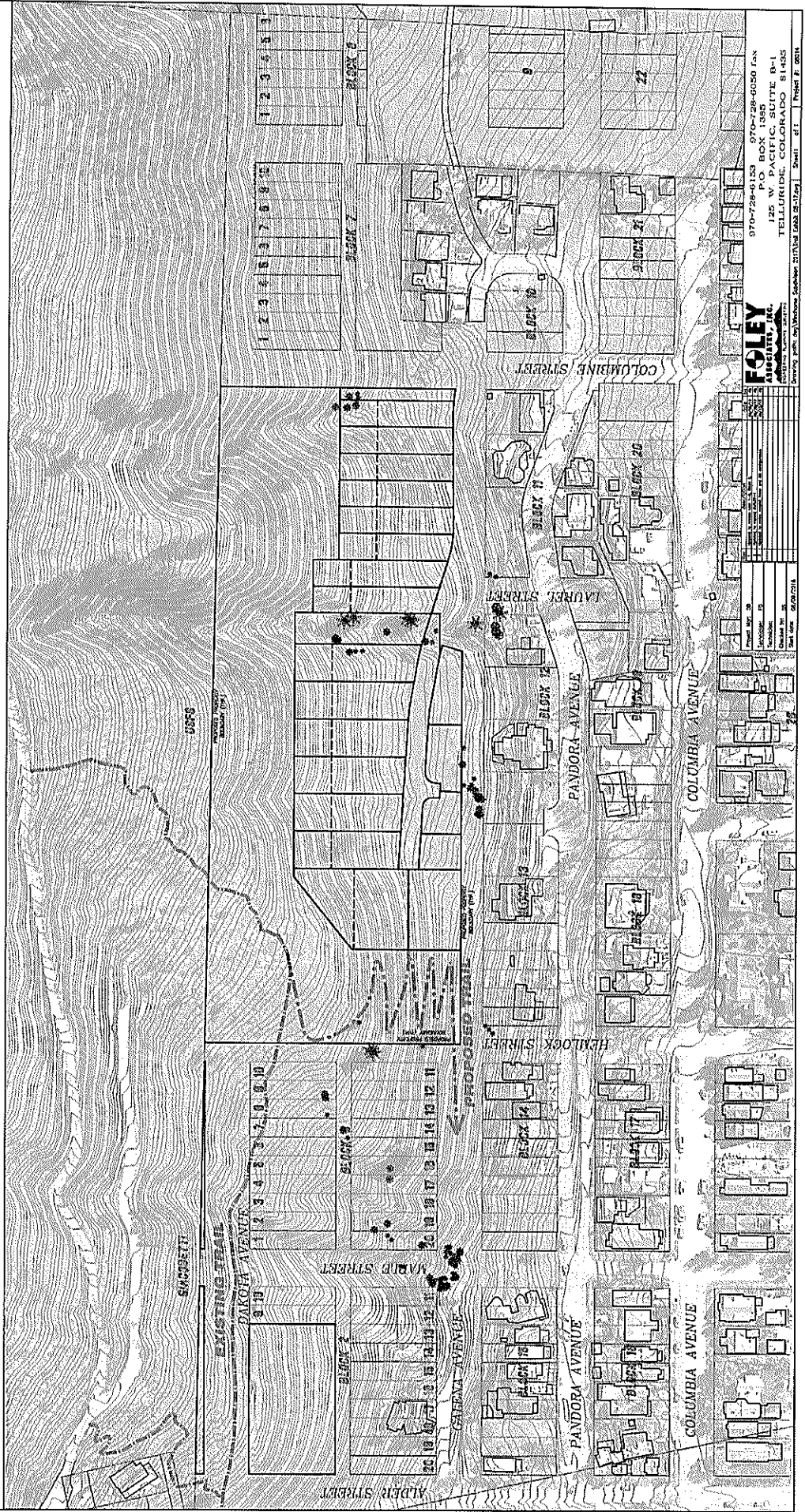
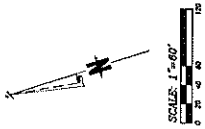
1. Emergency Contact information will be maintained and posted on site.
2. Emergency access will be maintained at all times to the jobsite.
3. A regularly maintained first aid station will be kept on site.
4. Workers will utilize safety glasses, vests, hardhats.

Communications

All stakeholders will have Contractor contact information. If a problem develops, Contractor will investigate and mitigate the conditions of any non-compliance.

Exhibit "F"
(Trail Plan)

WINDHORSE SUBDIVISION / P.U.D. TRAIL EXHIBIT



FOLEY ASSOCIATES, INC.
 970-728-0133
 125 W. PACIFIC, SUITE 8-1
 TELLURIDE, COLORADO 81435
 Drawing path: Proj\Windhorse Subdivision 2117\Wind 2003 05-11.dwg
 Sheet: 4 of 1
 Project #: 20014

