

ROAD USE, ACCESS AND MAINTENANCE AGREEMENT

THIS ROAD USE, ACCESS AND MAINTENANCE 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 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 “A”**.

“**Access Improvements**” shall mean and refer to the proposed road access improvements occurring within the Galena Avenue Right of Way, 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.

“**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.

“Development Agreement” shall mean and refer to that certain Planned Unit Development/Development Agreement between the Town and Property Owner recorded on August 30, 2018 in Reception No. 454592.

“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.

“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.

“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 "B"**.

"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.

"Utility Improvements" shall mean and refer to the proposed utility improvements, portions of which are occurring within the Galena Avenue Right of Way, 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 Approved Lots are classified in the Hillside Developing Two Zone District (HD-2), included in the Developing Hillside Treatment Area and located within the Hillside Planning Area.
- B. The Approved Lots each adjoin a portion of the Galena Avenue Right of Way.
- C. In connection with the Town's approval of the Replat, the Town reviewed and approved a request by the Property Owner to undertake the Access Improvements and the Utility Improvements and to use the Galena Avenue Right of Way to provide access to Approved Lots.
- D. The goals, objectives and policies of the LUC and the Telluride Master Plan, in particularly the provisions that address the Hillside Planning Area with respect to access, promote designs that minimize visual impacts. To this end, in preparing, reviewing and approving the Access and Utility Plans and Specifications, the Town directed and the Property Owner developed plans that seek to minimize visual impacts while meeting road design engineering standards adopted by the Town.
- E. In connection with the granting of the approval for Property Owner to undertake the Access Improvements, Property Owner is required to enter into an agreement with the Town by which Property Owner acknowledges and agrees that the Community Association is responsible for maintenance of the Access Improvements.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated as part of the agreements of the Parties, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Approval of the Access Improvements and the Utility Improvements.**

1.1. The Town hereby approves the Access and Utility Plans and Specifications. The Town authorizes the Property Owner to undertake and construct the Access Improvements within the Galena Avenue Right of Way and on the Primrose Lane ROW Parcel and to undertake the Utility Improvements both in accordance with the Access and Utility Plans and Specifications, as may be mutually modified, amended or supplemented by the Parties from time to time, provided that such

modifications are substantially consistent with the Access and Utility Plans and Specifications.

1.2. The Town approves legal and physical access to and from the Approved Lots over the Galena Avenue Right of Way, Primrose Lane ROW Parcel and Access Improvements.

1.3. At the earlier to occur of three years from the recording of the Replat or the construction of the first residential improvement, Property Owner shall complete the construction of the Access Improvements and the Utility Improvements. The Town shall inspect and approve the work, which will not be unreasonably withheld, delayed or conditioned. Property Owner shall pay for the costs of an independent engineer to inspect the Access Improvements during their construction.

2. **Maintenance of the Access Improvements.** The Community Documents shall provide that the Community Association is responsible for inspecting, repairing and maintaining the Access Improvements and keeping road clear of snow and other obstructions, at the Community Association's cost and expense. The Community Documents shall equitably allocate the cost and expense of the maintenance of the Exiting Galena Avenue Right of Way Improvements among the owners of the Approved Lots.

3. **Maintenance of the Utility Improvements.** The Town acknowledges and agrees that it will be responsible for repairing and maintaining the Utility Improvements consisting of the water and sewer systems and facilities in a customary manner similar to the Town's maintenance of other similar water and sewer systems and facilities in the Town.

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

5. **Coordination and Cooperation.** In undertaking the Access Improvements and the Utility Improvements, the Town and Property Owner shall cooperate and assist each other in a commercially reasonable and good faith manner.

6. **Miscellaneous.**

a. This Agreement shall be recorded in the public records of San Miguel County. This Agreement runs with the Property and is binding on and inures to the benefit of the representatives, transferees, successors and assigns of the Parties.

b. Should any section, paragraph, clause or provision of this Agreement be declared

by a court of competent jurisdiction to be invalid, said decision shall not affect the validity of this Agreement as a whole or any part hereof other than the part declared to be invalid, and the Parties hereby affirm that they would have entered into this Agreement and each of its provisions independently of each of its other provisions.

c. This Agreement, the Replat and the Development Agreement 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. Any modification of this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.

d. 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.

e. 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) ten (10) calendar days after delivery of the notice if the breach is failure to pay money owed to the Notifying Party, or (ii) forty-five (45) calendar days after delivery of the notice with respect to any other breach (or, if the breach by its nature cannot be cured within forty-five (45) calendar days, the Defaulting Party (as defined below) must commence the cure within thirty (30) calendar 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.

f. This Agreement may be executed in multiple counterparts or by legible facsimile copy, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument. The facsimile transmission 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.

g. 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 (3rd) 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.

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

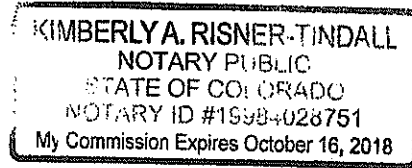
Printed Name: Jane L Hickcox

Title: Manager

STATE OF COLORADO)

) ss.

COUNTY OF San Miguel)



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

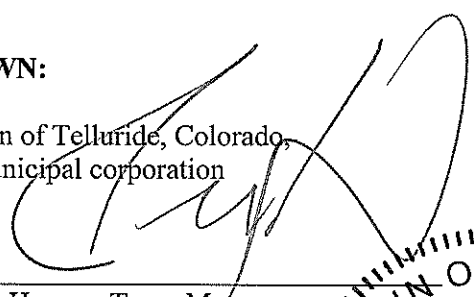
Date: 8/28/18

Printed Name: Jane L Hickcox

Title: President

TOWN:

Town of Telluride, Colorado,
a municipal corporation

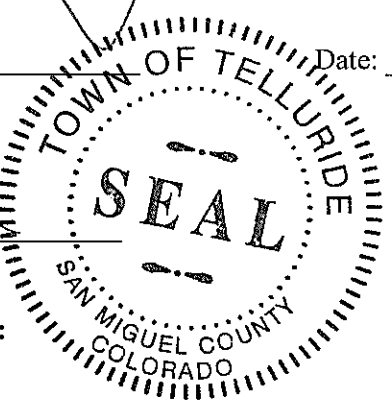


By: _____
Ross Herzog, Town Manager


Date: 8 / 30 / 18

ATTEST:


Town Clerk

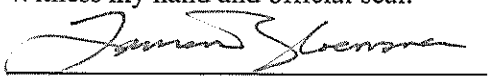


APPROVED AS TO FORM:


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

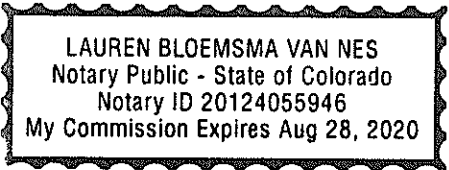


Exhibit "A"
(Access and Utility Plans and Specifications)

Civil Plans

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

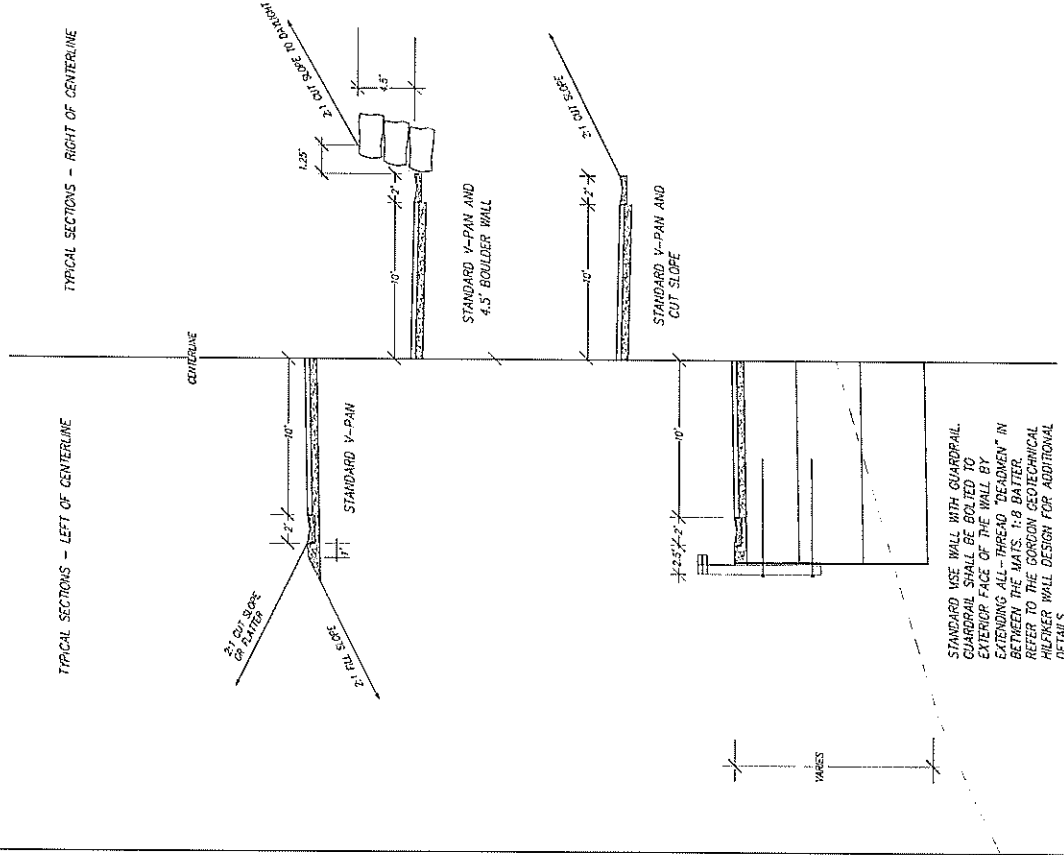
- C1 - CIVIL ENGINEERING NOTES AND TYPICAL ROAD SECTIONS
 - C2 - GRADING AND DRAINAGE
 - C3 - UTILITY PLAN
 - C4 - CONSTRUCTION MITIGATION PLAN
 - C5 - CULVERT PLANS AND PROFILES
 - C6 - DETAILS
- HILFIRKER WALL DESIGN BY GORDON GEOTECH (7 SHEETS)
EXISTING CONDITIONS MAP BY FOLEY AND ASSOCIATES (1 SHEET)

GENERAL CIVIL ENGINEERING AND CONSTRUCTION NOTES

1. THE TOWN OF TELLURIDE PUBLIC WORKS DEPARTMENT, TOWN ENGINEER HAS CONSTRUCTION PROCEDURES THAT MUST BE MET FOR ALL CONSTRUCTION. THESE PROCEDURES ARE AVAILABLE TO THE TOWN OF TELLURIDE PUBLIC WORKS DEPARTMENT FOR A FEE. BEFORE ANY CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE TOWN OF TELLURIDE PUBLIC WORKS DEPARTMENT FOR A FEE. BEFORE ANY CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE CIVIL ENGINEER BY WRITING (E-MAIL) WITH SPECIFIC QUESTIONS.
2. TO MAINTAIN WEIGHT AND SUPPORT OF MATERIAL, THE NATIVE MATERIAL IS ASSIGNED TO BE REMOVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF MATERIAL FROM THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF MATERIAL FROM THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF MATERIAL FROM THE SITE.
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TYPICAL SECTIONS - LEFT OF CENTERLINE

TYPICAL SECTIONS - RIGHT OF CENTERLINE



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



Uncompagre
Engineering, LLC

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

SUBMISSIONS:	DATE
PRELIMINARY PUD/PROVISION	2017-08-15
PRELIMINARY PUD/PROVISION	2017-11-14
FINAL PUD/PROVISION	2018-02-28
PUBLIC WORKS CHANGES	2018-02-28

The Overlook
at Telluride

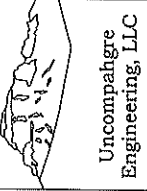
Subdivision/PUD
Primrose Lane
Telluride, CO



CONTRACTOR TO REVIEW AND SIGN ALL DRAWINGS AND SPECIFICATIONS TO THE PROJECT AND BE RESPONSIBLE FOR THE ACCURACY AND COMPLETION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROJECT AND BE RESPONSIBLE FOR THE PROJECT.

Notes
and
Typical Sections

C1



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

SUBMISSIONS:
PROPOSE PRELIMINARY
PROVISIONAL
PRELIMINARY
FINAL
PUBLIC WORKS

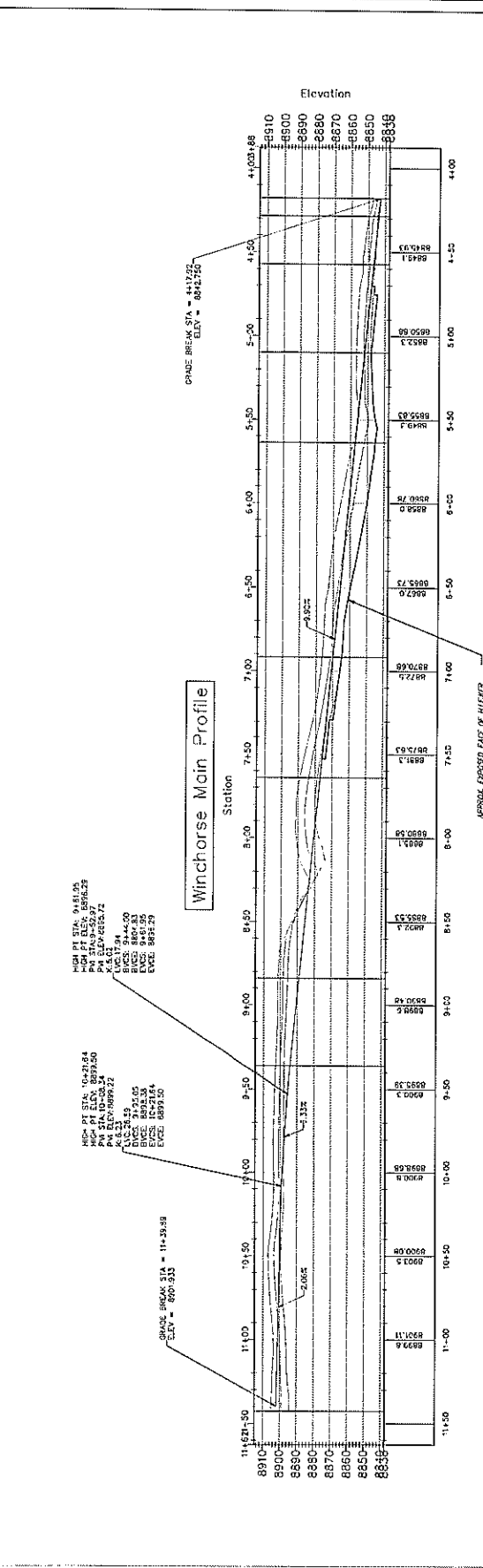
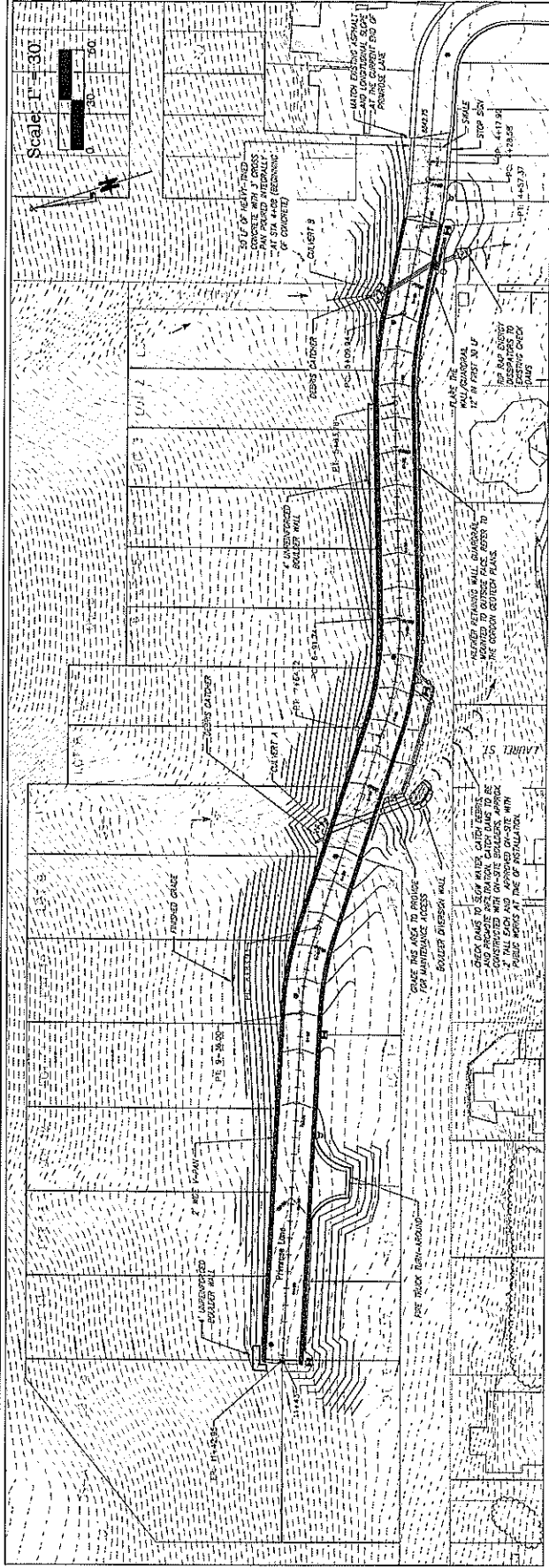
The Overlook
at Telluride
Subdivision/PUD
Primrose Lane
Telluride, CO



THE BOARD OF PROFESSIONAL ENGINEERS
STATE OF COLORADO
REGISTERED PROFESSIONAL ENGINEER
NO. 10150
EXPIRES 12/31/2014

Grading
and
Drainage
Plan

C2



Scale: 1" = 30'

REMARK: EXISTING PLANS OF ALL OTHER UTILITIES SHALL BE REFERRED TO THE GEODATA SHEETS FOR FINAL DETAILS.



Uncompahgre Engineering, LLC

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

SUBMISSIONS:
PROJECT NO. 2017-04-13
PROJECT NAME: TELURIDE
PROJECT LOCATION: TELURIDE, CO
PROJECT DATE: 11-14-14
PROJECT SHEET: 2017-04-13

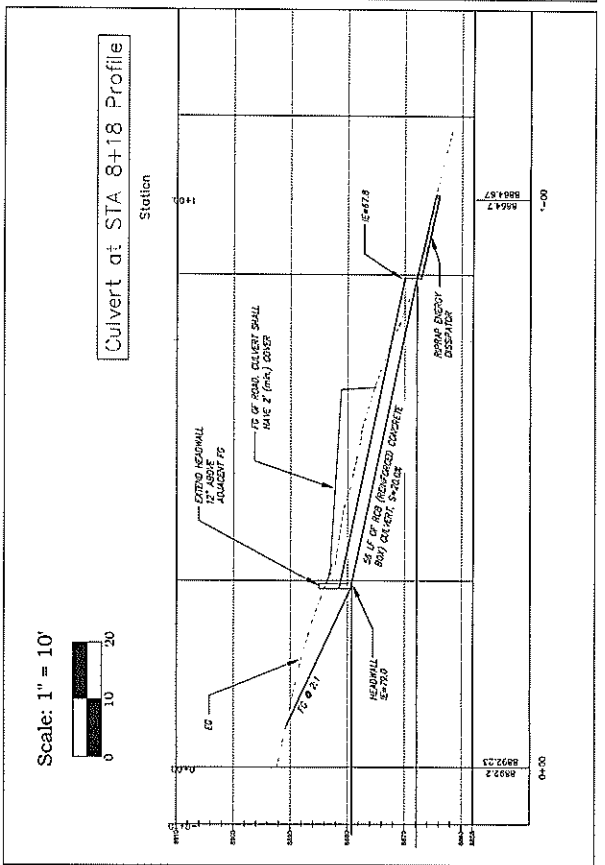
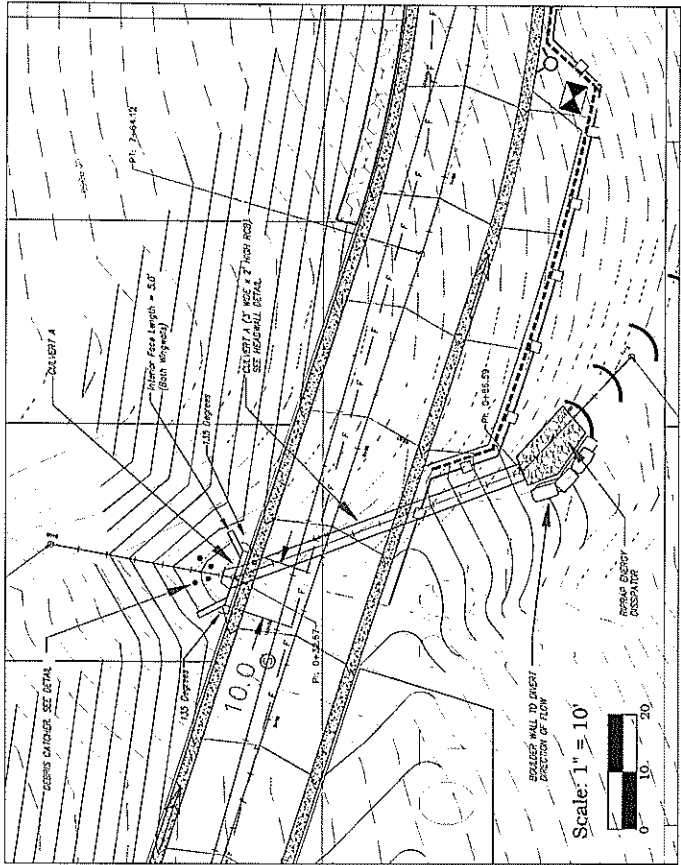
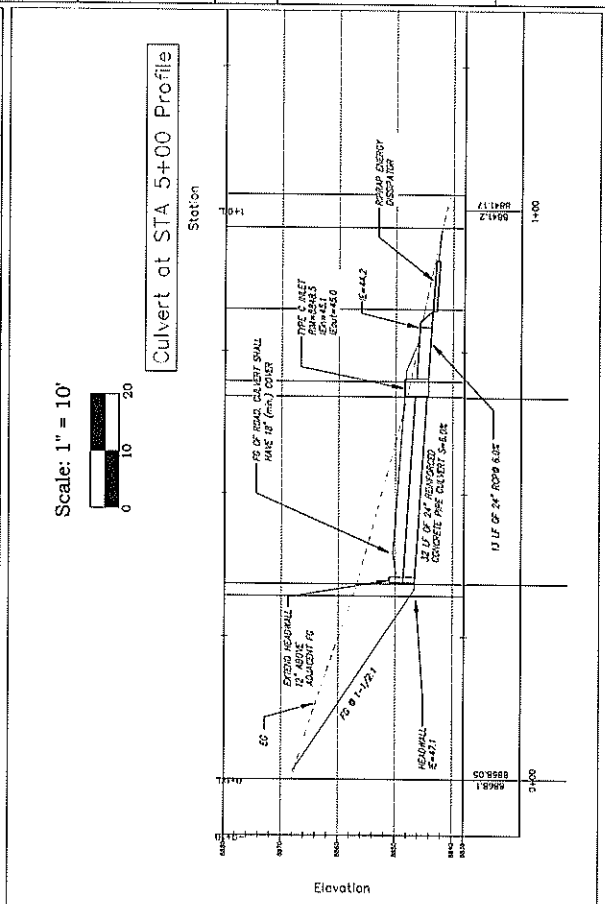
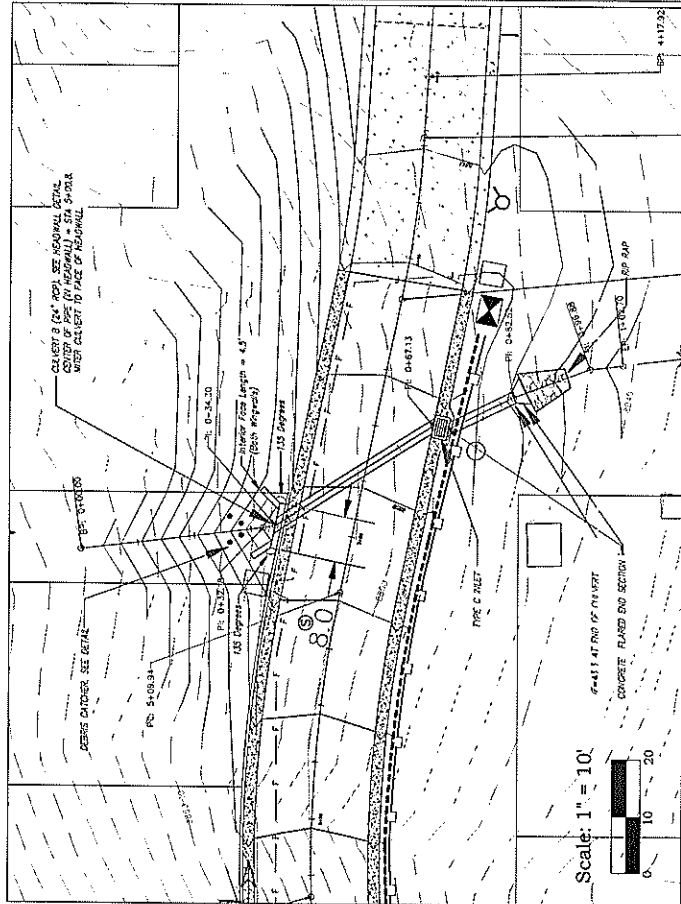
The Overlook
at Telluride
Subdivision (PUD)
Primrose Lane
Telluride, CO



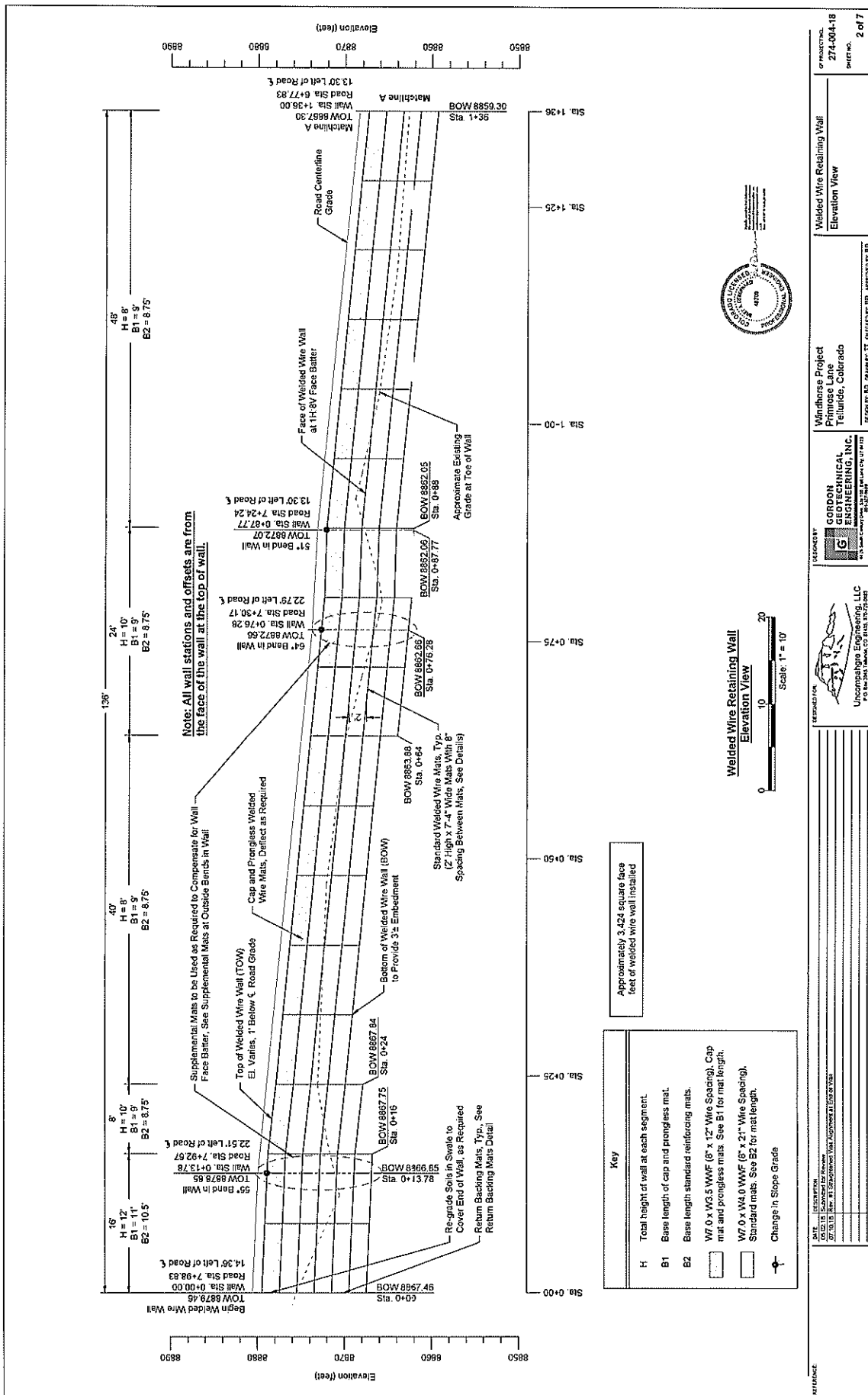
CONTRACT NO. 17-10000000000
DRAWING NO. 17-10000000000
DATE: 11-14-14
SCALE: AS SHOWN

Culverts
Plans
and
Profiles

C5



Welded Wire Wall Plans



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

Welded Wire Retaining Wall
Elevation View



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 12 WWF (8' x 12' Wire Spacing), Cap mat and prongless mats. See B1 for mat length.
	W7 0 x 14 0 WWF (8' x 21' Wire Spacing), Standard mats. See B2 for mat length.
	Change in Slope Grade

DATE: 05/21/15
 DESIGNED BY: J. [unreadable]
 CHECKED BY: J. [unreadable]
 PROJECT NO. 274-004-18
 SHEET NO. 2 OF 7

Welded Wire Retaining Wall
Elevation View

Welding Project
Primmose Lane
Telluride, Colorado

DESIGNED BY: J. [unreadable]

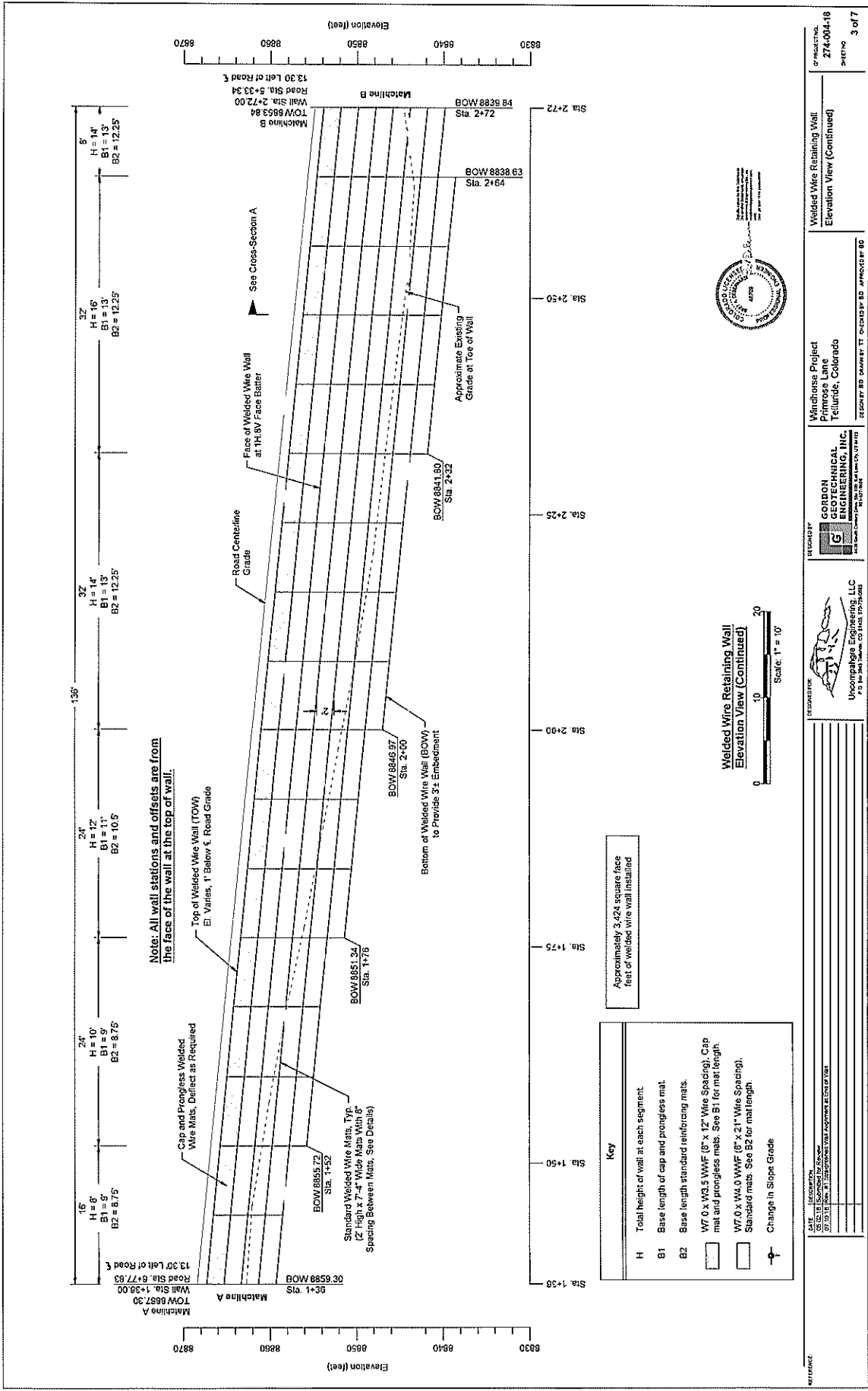
GORDON GEOTECHNICAL ENGINEERING, INC.

1000 South Cascade Avenue, Suite 200, Telluride, CO 81415

REGISTERED FOR: [unreadable]

UNIVERSITY OF COLORADO

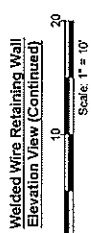
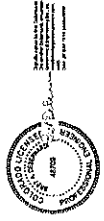
1500 East Colfax Avenue, Suite 300, Fort Collins, CO 80501



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.
	W7.0 x W3.5 WMF (8" x 12" Wire Spacing), Cap mat and prongless mats. See B1 for mat length.
	W7.0 x W4.0 WMF (8" x 21" Wire Spacing), Standard mats. See B2 for mat length.
	Change in Slope Grade



DATE: []
 DESIGNED BY: []
 CHECKED BY: []
 DRAWN BY: []

GORDON GEOTECHNICAL ENGINEERING, INC.
 401 So. Grand Ave. Suite 200
 Fort Collins, CO 80501

Upconpage Engineering, LLC
 1350 East 17th Avenue, Suite 200
 Fort Collins, CO 80501

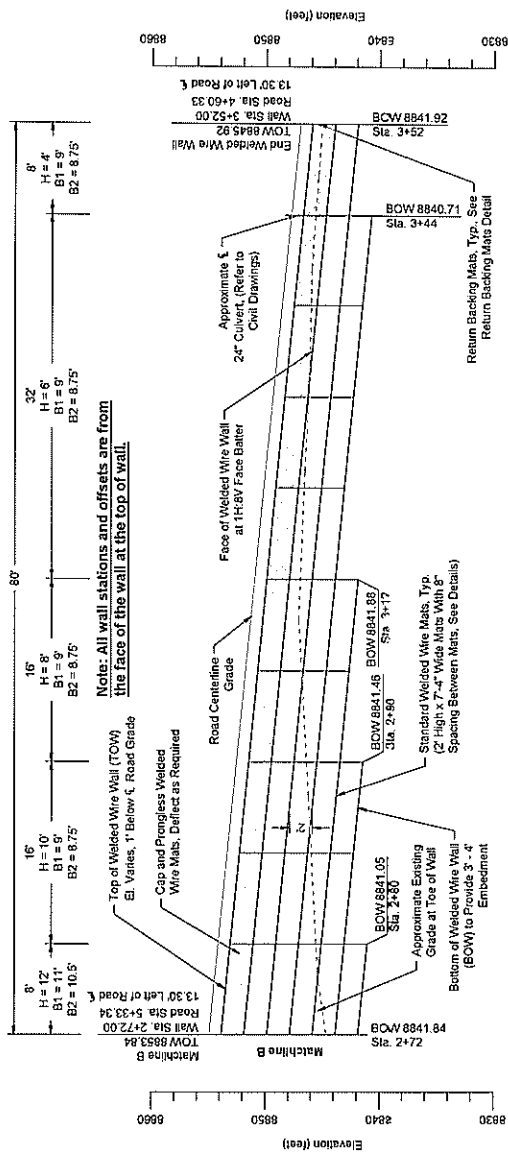
REVISIONS

Midwestern Project
 Fort Collins, Colorado

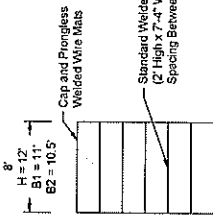
Welded Wire Retaining Wall
 Elevation View (Continued)

DESIGNED BY: []
 CHECKED BY: []
 DRAWN BY: []

PROJECT NO.: 274-004-18
 SHEET NO.: 3 of 7



Note: With the flatter 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'

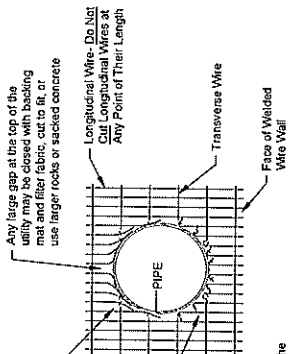


Approximate 3.424 square feet of welded wire wall installed

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

Welded Wire Retaining Wall
Elevation View (Continued)
Scale: 1" = 10'





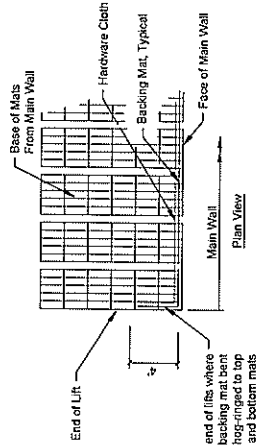
Elevation

Utility Thru Wall Face
Not to Scale

At the upper surface of the utility, cut the transverse wires only. Bend and lift the longitudinal wires in the base of the mat to fit against the side of the utility.

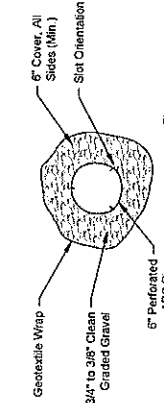
At the lower surface of the utility, cut the transverse wires only in the mat face. Bend the longitudinal wires back to fit against the curve of the utility.

Note: Backing mats and hardware cloth (not shown) are to be cut off flush with the sides of the utility.



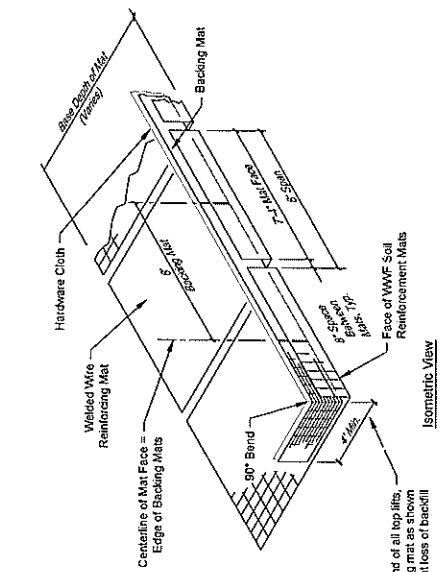
Plan View

Return Backing Mat Detail
Not to Scale



Pipes, graded to drain (1% minimum). Pipe to be solid pipe at low points in wall or 100% corrugated pipe at high points. Backing mat discharging to a suitable downstream discharge point. Outlet to utilize flip-top.

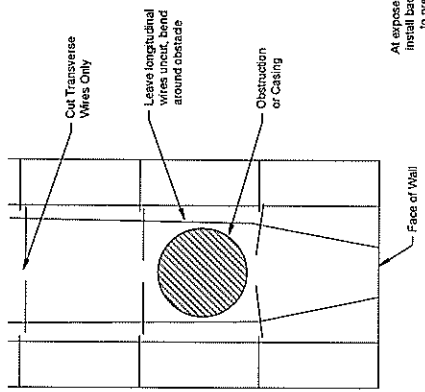
Substrain Detail
Not to Scale



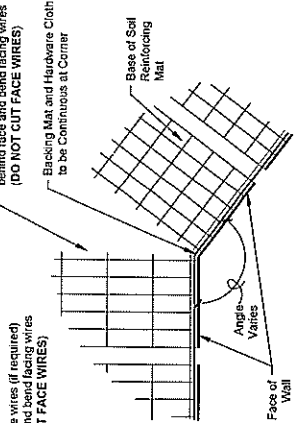
Isometric View

Welded Wire Wall Components With Return Backing Mat
Not to Scale

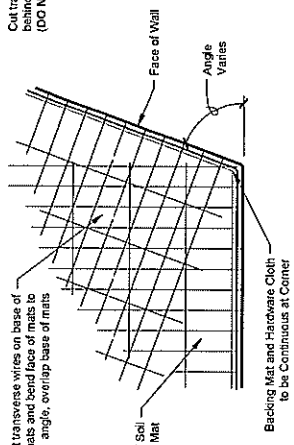
At exposed end of all top lifts, install backing mat as shown to prevent loss of backfill.



Fitting Mats to Vertical Obstructions
Not to Scale



Concave Angle Detail
Not to Scale



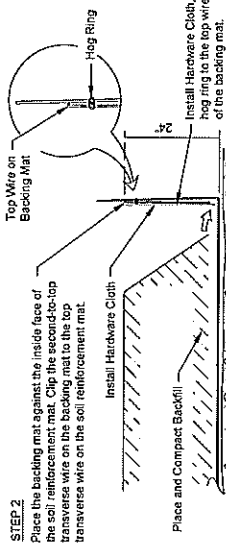
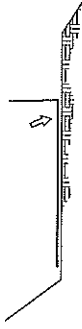
Convex Angle Detail
Not to Scale



DESIGNED BY
GORDON L. GORDIN
MECHANICAL ENGINEERING, INC.
1005 S. W. 10th Ave., Suite 100
Boulder, CO 80502
TEL: 303.440.1111 FAX: 303.440.1112

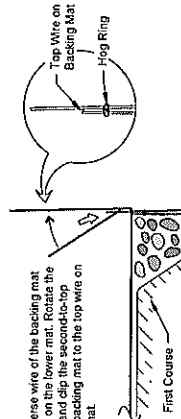
DESIGNED BY
UNCONQUER ENGINEERING, LLC
1005 S. W. 10th Ave., Suite 100
Boulder, CO 80502
TEL: 303.440.1111 FAX: 303.440.1112

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.

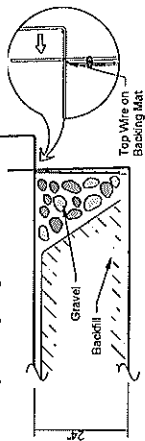
STEP 4
Hook the bottom transverse wire of the backing mat over the vertical prongs on the lower mat. Rotate the transverse wire on the backing mat to the top wire on the soil reinforcement mat.



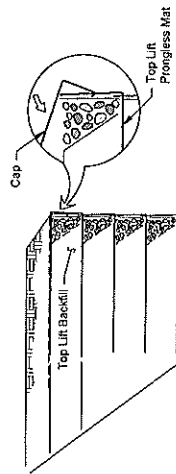
STEP 5
Install the Hardware Cloth in Steps 2 and 3. Place and Compact the Backfill and Place Infill. Hook to the Base Elevation of the Next Mat. Repeat steps 2 thru 5 to the top lift.



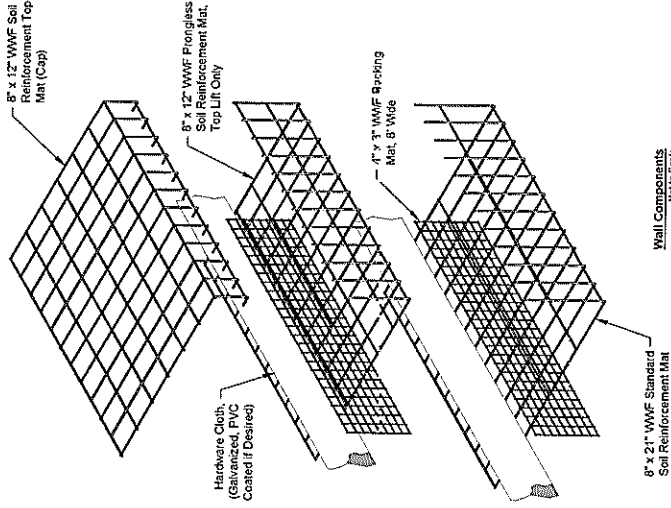
STEP 3
Place the face gravel in the face of the wall. Place the second course of soil reinforcement mats with the base longitudinal wires resting on the top transverse wire of the backing mat below. Slide the soil reinforcement mat into alignment. Hand tool compact gravel facing through wire mats.



Intermediate mats not shown for clarity



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.



Wall Components
Not to Scale

Welded Wire Wall Construction Sequence
Not to Scale



DATE	DESCRIPTION
05/21/18	Issued for Review
07/25/18	Final Approval for Agreement of Cost of Work

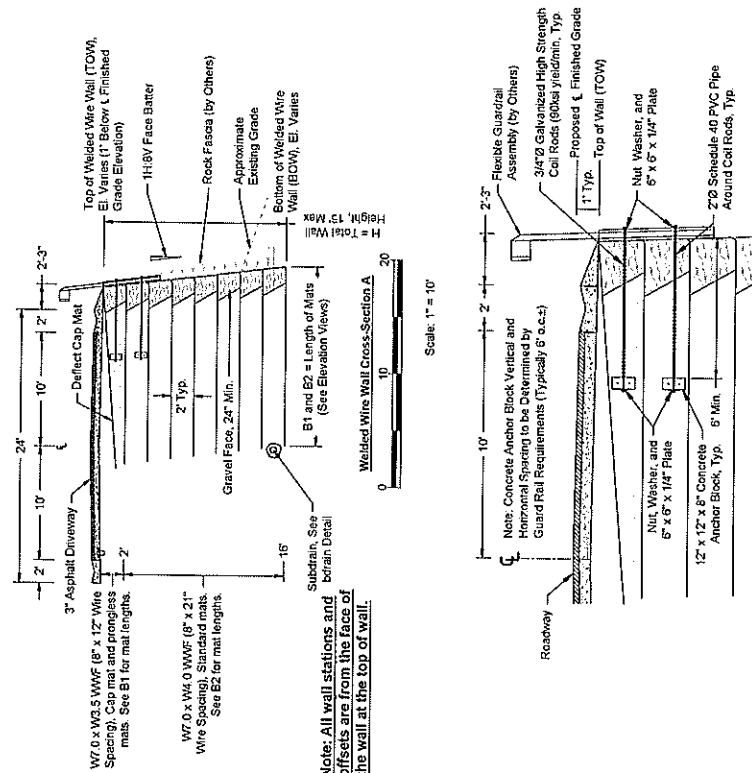
DESIGNED BY
GORDON GEOTECHNICAL ENGINEERING, INC.
1033 South Broadway, Suite 200, Denver, CO 80202
303.733.4242

Windhorse Project
Primrose Lane
Telluride, Colorado

Welded Wire Retaining Wall
Details

General Notes

16. G^2 is responsible for internal and local external stability. Bearing capacity and global stability are the responsibility of the project mechanical engineer. The unfactored (real) maximum bearing pressure imposed on the foundation for the highest wall section is 2,500 psf acting over an effective width of 10.7 ft for static loading conditions and 2,700 psf with an effective width of 10.1 feet for seismic conditions.
17. Rock Fascia is by others



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

1. The scope of work outlined by these General Notes and Welded Wire Wall Specifications (separate document) includes design and installation specifications for the Hillier Welded Wire Wall as shown on these plans.
2. Grades shown herein as well as Welded Wire Wall layout and beginning and ending stations are approximate. Field conditions (both pre and post construction) shall be used to determine final design configurations for construction. Conflicts between these plans and other project plans shall be resolved by Gordon Geotechnical Engineering Inc. (G²), whose decision shall be final. Geometry and layout are in general accordance with project drawings ("Grading and Drainage Plan, Windhorse Property, Telluride, Colorado," by Uncompagre Engineering, LLC, dated 11-14-17); "Project Geotechnical Information provided to Report on Hillier Supplemental Geotechnical Engineering Study for the Windhorse Project, Telluride, Colorado" by Trautner Geotech LLC, dated October 8, 2017.
3. Existing and proposed facilities and utilities to be verified in field by the General Contractor. Conflicts that arise shall be resolved by Gordon Geotechnical Engineering Inc. of Salt Lake City, Utah, whose decision shall be final.
- Welded Wire Walls**
1. The work for this section of the project shall consist of the construction of Welded Wire Walls to the lines, grades, details, and dimensions shown in these project plans and with the specifications provided for the project, as well as in conformance with all other project plans and specifications. Conflicts that arise shall be resolved by Gordon Geotechnical Engineering Inc. of Salt Lake City, Utah, whose decision shall be final.
2. The contractor shall purchase all Welded Wire Wall materials including mesh mats, and backing materials from Hillier Retaining Walls, 18932 Hillier Industrial, 35200 707-4453853. Wire mesh backing mats shall be galvanized and coated with an epoxy resin. Hardware cloth to be galvanized and coated if desired (green-room).
3. All Welded Wire Wall installation shall be in accordance with the installation guide as manufactured by Hillier Retaining Walls, and these plans. Conflicts that arise shall be resolved by Gordon Geotechnical Engineering Inc. whose decision shall be final. No warranty is expressed or implied, only that the design was prepared in general accordance with the design principles and practices that are in effect at the time the work was performed. Changes to the design or layout shall only be made if expressly written. Permission of Gordon Geotechnical Engineering Inc.
4. Contractor is responsible for determining exact location of welded wire walls in accordance with the intent of these plans and the overall project objectives.
5. Soils used as Wall Backfill shall be a well graded, non-organic, granular soil meeting all Welded Wire Wall Specifications. Proper Specifications shall include but not be limited to: maximum gradation: 100% by weight passing the #20 sieve, 75% passing the #40 sieve, and 0 to 15% by weight passing the No. 200 sieve. The material shall have a Plasticity Index less than 6 and meet electrochemical properties indicated in Welded Wire Wall Specifications. Gradations and material properties of candidate backfill materials proposed for use may be submitted to Gordon Geotechnical Engineering for review and approval. Backfill not conforming to these specifications shall not be used without express, written permission of Gordon Geotechnical Engineering. Wall Backfill shall be compacted to 95% of the maximum dry density, as determined by ASTM D 1557. Moisture content shall be a minimum, or higher degree of compaction if required by Project Specifications. It is the contractor's responsibility to obtain specified density. Refer to welded wire wall specifications and project specifications for these properties.
6. No design salts or magnesium chlorides will be used on the roadway. Utilization of the salts will require a geomembrane over the top of the wall, otherwise corrosion rates will increase and wall service life will be reduced, potentially compromising the wall.
7. Private road flexible guardrail assembly is not a conventional AASHTO guardrail. It is recommended that vehicle traffic to be maintained at least ten feet from the roadway edge and generally, the life cycle of the backfill and system and assembly, be reviewed by a Geotechnical engineer to review impact loadings on wall once guardrail design (by others) is complete.

DATE: 10/25/17
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

DESIGNED FOR:
 UNCOMPAGRE ENGINEERING, LLC
 750 1st Avenue SE, Suite 100
 Grand Rapids, MI 49503

WINDHORSE PROJECT
 PRIMROSE LANE
 TELLURIDE, COLORADO

ISSUED BY:
 GORDON GEOTECHNICAL ENGINEERING, INC.
 6700 WEST 9200 SOUTH
 SUITE 200
 SALT LAKE CITY, UT 84119

REVISIONS:
 NO. DATE BY
 1 10/25/17 [Signature]
 2 11/14/17 [Signature]

PROJECT NO.: 274-004-18
 SHEETS: 7 of 7

GENERAL NOTES AND CROSS-SECTION

Exhibit "B"
(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