

**SLATE RIVER MAJOR SUBDIVISION  
PRELIMINARY PLAN APPLICATION**

**November 27, 2019**

Submitted to:

**CRESTED BUTTE TOWN COUNCIL  
ACTING AS TOWN PLANNING COMMISSION**

Prepared for:

**Cypress Foothills, LP**  
A Texas limited partnership  
8343 Douglas Avenue, Suite 200  
Dallas, Texas 75225

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1. Jay and Jill Indovino, 616 Butte Avenue, Crested Butte

**SLATE RIVER MAJOR SUBDIVISION  
PRELIMINARY PLAN APPLICATION**

**I. INTRODUCTION.** Town of Crested Butte (“Applicant”), and as authorized by Cypress Foothills, L.P. (“Cypress” or “Owner” and/or “Developer”), is submitting the Slate River Major Subdivision Preliminary Plan application (“Application”) to the Town Planning Commission in accordance with Sec. 17-5-50 Preliminary Plan submittals of the Municipal Code (the “Code”).

This Major Subdivision application involves the creation of parcels, tracts and partial dedications of Pyramid Avenue and Eighth Street; no vertical construction of structures is being proposed at this time. Pyramid Avenue and all primary underground utility lines are existing as they were installed during the development of the Aperture Subdivision on the East Parcel in unincorporated Gunnison County.

**II. BACKGROUND.** The proposed Slate River Subdivision was originally platted and recorded in Gunnison County on August 1, 2017 as the West Remainder Parcel, 14.16 acres, of the Aperture Subdivision that also includes the thirty (30) acre East Parcel which has twenty-three (23) single-family lots, an HOA parcel, roadway rights-of-way and open space. The Aperture Plat, Sheet 2 of 3, is included for reference as **Attachment 1A**.

The Dyer Subdivision plat was approved in 1985 and adjoins the southeasterly boundary of the proposed Slate River Subdivision. Dyer Subdivision includes the Town Public Works facility on the eastern portion of the property; Poverty Gulch Condominiums, deed-restricted housing, along Butte Avenue; and the Public Works’ vehicle, materials and snow storage areas on the western part of the subdivision.

**A. SKETCH PLAN APPROVAL.** At a public hearing on April 8, 2019, the Crested Butte Planning Commission approved the Slate River Subdivision Sketch Plan with eight (8) conditions:

1. That a future waterline easement be provided to the north through the Applicant Retained Land;
2. That all fencing within the subdivision be a maximum of forty-two (42) inches in height to allow wildlife migration through the property, yet excluding any off-site fencing around the Public Works facility and multi-use trail;
3. That a boater access and floating agreement for TP6 be submitted as part of the Preliminary Plan;
4. That the north-south private street within the Applicant Retained Land be named after a local mountain or natural feature;
5. That the R4-Residential maximum lot size requirement be waived for TP3 and TP 5;
6. That a deed restriction for the TP1 wetland be prepared as part of Preliminary Plan;
7. That a deed restriction for the TP6 open space/wetland area be prepared as part of Preliminary Plan; and

8. That a recommendation be forwarded to Town Council for the granting of an exemption for all of the capital expansion recovery system fees pursuant to Sec. 17-5-100(c) Exemption from fee.

The Slate River Subdivision Illustrative Sketch Plan is referenced as **Attachment 1SP**. Agency referral and public comments regarding the Slate River Major Subdivision Sketch Plan application are included in the **Appendix**.

**B. PRELIMINARY PLAN.** This Preliminary Plan application for the Slate River Major Subdivision is submitted in accordance with the requirements set forth in Sec. 17-5-50 Preliminary Plan submittals of the Code.

The Annexation Map is provided in **Attachment 1B**; Slate River Major Subdivision Preliminary Plan is **Attachment 1C**; Applicant Retained Land Preliminary Subdivision Plan, a parcel within the Slate River Subdivision, is **Attachment 1D**; and Slate River Subdivision Preliminary/Final Construction Drawings are contained in **Attachment 1E**.

Following Sketch Plan approval, several modifications have been incorporated into the Preliminary Plan of the Slate River Major Subdivision:

- 1) Town Parcel TP1 has been revised so that the parcel boundary does not include the wetland area; the parcel now contains 1.66 acres.
- 2) Town Parcel TP2 and TP4 have been reconfigured to better reflect the current environmental covenants; TP2 now contains 1.98 acres and TP4 now has 3.15 acres.
- 3) Town Parcel TP3 has maintained its proposed maximum density of fifteen (15) deed-restricted affordable units.
- 4) Town Parcel TP5 has maintained its proposed maximum density of thirty (30) deed-restricted affordable multi-family units.
- 5) Town Parcel TP7 has been identified as a separate parcel that includes the wetland area which was previously contained within TP1; the new TP7 includes 1.24 acres with a deed-restricted that will be owned and maintained by the Town.
- 6) Town Parcel TP8 is a new parcel that is “remainder” land southeast of the Pyramid Avenue and Eighth Street intersection; it contains 0.07 acres.
- 7) Town Parcel TP9 is a new parcel that is “remainder” land south of Pyramid Avenue and adjoins the eastern property boundary; it contains 0.29 acres.
- 8) Applicant Retained Land contains six (6) single-family tracts with slightly reconfigured lot boundaries; the overall parcel size and shape are unchanged with a total area of 1.46 acres.
- 9) Boater access and sledding hill off-street parking areas are provided on the raised shoulders along both sides of Pyramid Avenue.
- 10) Sixty (60) feet wide public rights-of-way are provided for Pyramid Avenue and the extension of Eighth Street within the Slate River Subdivision; the street rights-of-way contain a total of 1.52 acres.

**IV. SEC. 17-5-50 PRELIMINARY PLAN SUBMITTAL.** The Slate River Major Subdivision Preliminary Plan application contains for the following minimum requirements:

**(1) Costs and expenses.** Cypress Foothills, L.P. has no outstanding balances as per the subdivision cost and expense reimbursement agreement.

**(2) Subdivision name.** Slate River Subdivision.

**(3) Ownership and encumbrances.** The owner/applicant is Cypress Foothills, L.P., a Texas limited partnership. Cypress is the sole owner of the Slate River Subdivision property originally platted as the West Remainder Parcel (14.16 acres) of the Aperture Subdivision. The address of the owner/applicant is:

- Cypress Foothills, L.P., owner of Slate River Subdivision, 8343 Douglas Ave., Suite 200, Dallas, Texas 75225. Cypresses' primary authorized representative for purposes of communications with the Town of Crested Butte is Marcus J. Lock, Law of the Rockies, 525 N. Main Street, Gunnison, CO 81230, phone 970-641-1903 ext. 1 and fax 970-641-1943.

**(4) Legal description.** A parcel description of the Slate River Subdivision is contained in **Attachment 2**.

The Slate River Subdivision (West Parcel) is being annexed into the Town of Crested Butte while the Aperture Subdivision (East Parcel) is to remain within unincorporated Gunnison County (see Aperture Subdivision, **Attachment 1A** and Annexation Map, **Attachment 1B**). The boundary line between the Slate River Subdivision (West Parcel) and Aperture Subdivision (East Parcel) generally corresponds to the wetlands along the west bank of the Slate River that flows in a southeasterly direction through the two parcels.

**(5) Names of preparers.**

**a. Planning:**

Town of Crested Butte Planning Department  
Bob Nevins, Town Planner  
507 Maroon Avenue/P.O. Box 39  
Crested Butte, Colorado 81224  
(970) 349-5338, Ext. 112)

**b. Civil Engineering:**

Schmueser Gordon Meyer (SGM)  
Tyler Harpel, Project engineer  
103 West Tomichi Avenue, Suite A  
Gunnison, Colorado 81230  
(970) 641-5355

JVA, Inc.  
Leanne Miller, P.E., Project Engineer  
1319 Spruce Street  
Boulder, Colorado 80302  
(303) 444-1951

**c. Land Surveying:**

Flatirons, Inc.  
John B. Guyton, CEO  
3825 Iris Avenue, Suite 395  
Boulder, Colorado 80301  
(303) 443-7001

Landmark Surveying & Mapping  
Sydney A. Schieren, PLS  
P.O. Box 668  
Salida, Colorado 81201  
(719) 539-4021

**(6) Vicinity map and adjacent property owners.** A Vicinity/Site Context Map is included as **Attachment 3A**. The list of adjacent property owners located within three hundred (300) feet of the Slate River Subdivision is contained in **Attachment 3B**.

The Slate River Subdivision is proposed to be annexed into the Town of Crested Butte. The property is located immediately north of the current Crested Butte town boundary along Butte Avenue and the Town's Public Works yard; west of the Slate River; south and west of the Town cemetery; and east of Gothic Road. The Aperture subdivision contains twenty-three (23) single-family residential lots and it adjoins the property to the east; two single-family homes and Crested Butte Land Trust lands are to the west of Gothic Road; and the Gas Café/Exxon gas station and multi-family residential are located to the south along Butte Avenue.

The previously platted Dyer Subdivision that includes the Town's Public Works facility and storage yards is located north of Butte Avenue within the Town of Crested Butte. It adjoins the proposed Slate River Subdivision along its southeasterly boundary.

**(7) Site analysis information.**

**a. Boundary survey.** The Slate River Subdivision boundary survey is included as **Attachments 1B** and **1C**.

**b. Existing uses.** The primary existing use of the Slate River property is natural open space and remediated lands that include the Town's former landfill area. The Dyer Subdivision is principally used by the Town's Public Works Department. The area to the west of the Eighth Street extension is used as a materials and snow storage area; and the Public Works facility that includes the Town water and wastewater treatment plants is located east of Eighth Street. The Poverty Gulch Condominiums, deed-restricted affordable housing, is contained within the original Dyer Subdivision as a separate parcel-Block 97.

**c. Existing or historical paths.** There are no existing or historical pedestrian, equestrian or bicycle paths within the proposed subdivision.

**d. Contours.** Site topography is shown at 1-foot contour intervals with 5-foot index contours.

**e. Water courses.** The Slate River forms the eastern boundary of the project and it flows in a southeasterly direction. Coal Creek and associated wetlands are west of the Slate River Subdivision and they are completely separated from the project by Gothic Road.

**f. Natural features.** Natural Features Maps are included as **Attachment 4A**-Topography and **Attachment 4B**-Slope Analysis.

The Slate River is the major natural feature that forms the property boundary between the Slate River and Aperture subdivisions. The 100-year flood plain is contained within Slate River corridor and does not impact the remainder of either subdivision.

A broad, low ridge that runs in a northeasterly direction through the site is the primary topographic feature of the Slate River Subdivision. The ridgeline is comprised of two knolls separated by a “saddle” area near the middle of the property. The high point of the property is the southern knoll with an elevation of 8,885 feet above mean sea level while the low point is 8,840 feet along the Slate River at the southeast corner of the site. Between the ridge and Gothic Road to the west are two (2) existing low quality wetland areas that will be maintained. There are no rock outcroppings or other prominent geologic features nor are there any drainage ways or agricultural ditches within the proposed subdivision.

**Wetlands.** The approved wetland mapping prepared by Bikis Water Consultants, LLC (BWC) for the Slate River Subdivision (West Parcel) and the Aperture Subdivision (East Parcel)) is included as **Attachment 5A**.

The Bikis Evaluation of Wetland Quality and Buffers, **Attachment 5B**, analyzed the wetlands in terms of their functions and quality, and the width of buffers needed to protect them in accordance with the Town’s wetland regulations.

Since the subdivision perimeter boundaries are unchanged from Sketch Plan, no additional information is required due to the fact that the wetland study area has remained the same. Both subdivisions are not identified as having “Priority Wetlands” according to the Crested Butte Area Plan. As proposed, there will be no loss of wetland areas; the two (2) existing wetlands and the riparian areas along the Slate River will be maintained and enhanced.

Buffer setback zones designated for the wetlands and the Slate River meet or exceed the Municipal Code requirements. A one hundred (100) feet restrictive buffer/conservation easement is designated for the west side of the Slate River. The two (2) low quality wetlands within the Slate River Subdivision (West Parcel) have twenty-five (25) feet buffer setback zones around each of their perimeters.

**g. Existing vegetation.** There is no change in the extent of the proposed subdivision since Sketch Plan, therefore, no additional information is required other than a noxious weed management plan.

The existing upland knoll areas are dominated by mountain big sagebrush at relatively low densities along with other low shrub species and considerable cover of perennial grasses and forbs. The plant community within all of the wetlands is generally a mixture of upland and wetland species, with similar species in each wetland. Dominant species in less wet areas of the wetlands include Baltic rush (*Juncus balticus*), tufted hair grass (*Deschampsia caespitosa*), field sedge (*Carex praegracilis*), redtop (*Agrostis gigantea*), meadow foxtail (*Alopecurus pratensis*), and shrubby cinquefoil (*Pentaphylloides floribunda*). Drier (upland) species also occur in drier portions of wetlands, including bluegrass (*Poa pratensis*), timothy (*Phleum pratense*), strawberry (*Fragaria virginiana*), dandelion (*Taraxacum officinale*) and yarrow (*Achillea millefolium*).

**Noxious weed management plan.** Noxious weeds that occur around the perimeters of the wetland areas include creeping thistle (*Cirsium arvense*) and ox-eye daisy (*Lucreanthemum vulgare*). Both weeds are List B Species according to the Colorado Department of Agriculture and they will be mitigated in accordance with the integrated Gunnison Basin Weed District Management Plan. The following integrated weed control methods will be implemented

according to the best management practices (BMPs), science and technology. These methods may be used singularly or used in combination for more effective results:

1. Mechanical/physical control. Physical control practices such as cultivation, mowing, hand-pulling, flooding and burning may be utilized to intentionally disrupt the growth of weeds.
2. Cultural control. Cultural control practices may be used to enhance and favor the growth of desirable plant species that may out-compete noxious weeds. These methods may include fertilization, irrigation and seeding of desirable plant species that are vigorously growing and highly competitive.
3. Biological control. Biological control involves the release of beneficial organisms that diminish weed seed production, increase plant stress and limit the expansion of underground parts of the plant's reproductive system.
4. Chemical control. Herbicide control involves the application of EPA-registered herbicides that are effective on targeted noxious weed species. Herbicides and application rates utilized shall be selected to prevent adverse impacts to people and the environment. Herbicides may be used to "spot treat" noxious weeds.
5. Mapping and monitoring. Weed populations may be mapped and monitored during and following control efforts to confirm the successfulness of the control methods utilized and to inform ongoing integrated weed management approaches within the Town and County.

Eradication of noxious weeds and revegetation of desirable plant species will be pursuant to reasonable recommendations provided by Gunnison County's Weed Control Specialist. Owners, including the Town of Crested Butte, will be required to comply with the most current version of the Gunnison Basin Weed District Management Plan as well as any earthmoving, site revegetation and noxious weed control plans that may be adopted by the homeowners' association. All areas of the subdivision that are disturbed and not landscaped will be revegetated with certified weed-free native seed mixes.

**h. Groundwater.** The primary source of water to the wetlands is seasonal, shallow groundwater. Wetlands close to the Slate River are also influenced by surface water and seasonal overbank flooding.

In addition to the wetlands, the Slate River bisects the Slate River and Aperture Subdivisions. The river flows in a southeasterly direction and it is a perennial channel that provides aquatic habitat. This reach of the river is generally run/riffle habitat with cobble substrate. Portions of the river banks are incised with some erosion.

Neither of the wetlands within the Slate River Subdivision (West Parcel), is large enough or has characteristics to potentially perform any wetland functions to a high degree, except for the wetlands located on the western bank of the Slate River, where a one hundred (100)-foot buffer is provided for its protection.

In summary, the functional assessment found that wetlands provide groundwater discharge, flood storage, sediment retention, water quality improvement, and shoreline anchoring to a low to moderate degree. None of the wetlands on the Slate River Subdivision (West Parcel),

except the wetlands along the western bank of the Slate River, provide functions to a high degree. These wetlands do have the ability to trap sediment and enhance water quality.

**i. Natural hazard areas.** The Crested Butte Area Plan includes mapping of the following natural hazards: 1) avalanche; 2) flood; 3) geologic; 4) wildfire; 5) soils; and 6) slopes greater than thirty percent (30%). The proposed development is not subject to adverse impacts from any of these mapped natural hazards.

An area of hydric soils was identified in the southwestern portion of the Slate River property where deed-restricted multi-family housing is proposed. The CTL Thompson Geologic Hazards Evaluation and Preliminary Geotechnical Investigation report, dated January 30, 2008, evaluated the site-specific geologic hazards and concluded that no geologic hazards were identified which would preclude the development of the site for the intended uses.

**j. Wildlife movement corridors.** The Wildlife Habitat Analysis and Mitigation Plan (“Mitigation Plan”) is **Attachment 6**; and the 2008 Bikis study, **Attachment 5B**, is also included.

Since there is no change to the extent of the proposed Slate River Subdivision, no additional information is required following Sketch Plan, other than a threatened and endangered species (TES) mitigation plan.

The existing wetland areas perform functions related to wildlife habitat to a moderate degree. The proposed development will result in no loss of TES habitat; therefore, a TES mitigation plan is not required per Code. The subdivision area is not identified in the Crested Butte Area Plan as potential lynx habitat nor an elk production area or within an elk migration corridor. The property does not contain Gunnison sage-grouse habitat according to the Gunnison County Gunnison sage-grouse habitat map. Boreal toads, listed by the State as endangered, while not known to occur at the site could inhabit the riparian areas that will be protected by restrictive buffer/conservation easements and where no development is proposed.

According to the Bikis 2008 study, the Colorado Natural Heritage Program (CNHP) identified six (6) rare or imperiled plants and four (4) animal species of concern that potentially may occur in the area. However, since none of the listed species were observed on-site by any of the consultants (Bikis, WER or David Cooper), Bikis concluded that *“this information indicates that none of the wetlands on Foothills, now known as Slate River and Aperture Subdivisions, is supporting any rare or imperiled plants or animals.”*

**k. Existing lots and tracts.** The Slate River Subdivision property is currently a single parcel, West Remainder Parcel of the Aperture Subdivision, and it is proposed to be annexed into the Town of Crested Butte. The 14.16 acre area has not been subdivided into lots, blocks and/or tracts as this land was not platted as part of the original Town-site.

**l. Existing structures.** The Slate River property is currently vacant, undeveloped land with no existing buildings or structures. Two public streets, Pyramid Avenue and Eighth Street, a vehicular bridge that crosses the Slate River and utilities have been installed. Other site improvements include a wooden, down-lit, monument entry sign for the Aperture Subdivision at the intersection of Gothic Road and Pyramid Avenue; and five hundred seventy (570) lineal feet of metal fencing for the Public Works storage yard along the crest of southern knoll. A condition of Sketch Plan approval requires that all fencing within the

subdivision be a maximum of forty-two (42) inches in height to allow for wildlife migration through the property.

**m. Adjacent subdivisions and zoning.** The Town of Crested Butte Zoning Map is **Attachment 7A**; the Slate River Subdivision proposed zoning map is **Attachment 7B**; and the proposed R1F residential zoning requirements are contained in **Attachment 7C**.

The Slate River Major Subdivision includes a total of 14.16 acres that are proposed to be annexed into the Town of Crested Butte. The property adjoins the following developments: Block 56 in the Town of Crested Butte, is south of Butte Avenue and zoned B2 Business on the western portion of the block and R4 Residential on the eastern lots; Aperture Subdivision (East Parcel) lies to the east across the Slate River and it is classified as a Residential-Major Impact Project within unincorporated Gunnison County; Spann Ranches, Inc., is to the north and it is an undeveloped parcel with no specified zoning in unincorporated Gunnison County; the Crested Butte Land Trust, public open space, and two (2) single-family residential lots are to the northwest across Gothic Road in Gunnison County; and the Kapushion Annexation, west of Gothic Road, is zoned R1A-Residential within the Town of Crested Butte.

The Dyer Subdivision adjoins the southeasterly property boundary and contains approximately 11.73 acres excluding public rights-of-way and Tract 2/Block 97-Poverty Gulch Condominiums. The Dyer Subdivision is situated entirely within the Town of Crested Butte between Butte Avenue to the south, Pyramid Avenue to the north, Slate River Subdivision to the northwest and the Slate River to the east. Two (2) of the Dyer tracts are currently zoned P-Public and the other tract, Tract 2 of Block 97 (Poverty Gulch), is zoned R4/PUD-Residential. Adjacent development to the south and from west to east include the following Blocks and zoning districts: Block 57, R1-Residential; Block 78, P-Public; and Blocks 79 and 80, R2A-Residential.

The Slate River Subdivision is proposed to be subdivided into Parcels and Tracts with following proposed zone districts:

- TP1, P-Public;
- TP2, P-Public;
- TP3, R4-Residential;
- TP4, P-Public;
- TP5, R4-Residential;
- TP6, P-Public;
- TP7, P-Public;
- TP8, P-Public;
- TP9, P-Public; and
- Tracts T1-T6, R1F-Residential.

**n. “Priority Views” to be preserved.** “Priority Views” identified in the Crested Butte Area Plan will be preserved; these view sheds include: western side of Mt. Crested Butte, Smith Hill, eastern slopes of Mt. Emmons, north side of Gibson Ridge and other mountain ridges and peaks that surround the Town of Crested Butte. Visual impacts of the proposed development will be minimized by: preserving natural site features; having the buildings set back from public roadways and other existing structures; careful siting of buildings; and

using natural materials and colors. A berm, wall and landscaping are proposed by Cypress, owner, to minimize the visual impacts of the Public Works facility as viewed from the Aperture Subdivision.

**o. Hazardous conditions.** Town Parcels TP2, TP3, TP4 and TP5 are located on or adjacent to the large knoll area which is the site of the former Town landfill near the corner of Gothic Road and Butte Avenue in the southwest corner of the proposed Slate River Subdivision. As set forth in the Town Agreements<sup>1</sup>, Cypress is proposing to cleanup portions of the old Town landfill for the benefit of the Town, its residents and nearby County property owners. Once the cleanup has been completed in accordance with a Voluntary Clean-Up Plan (VCUP) and approved by Colorado Department of Public Health and Environment (CDPHE), Cypress will convey this land to the Town of Crested Butte for various public purposes. Town Parcels TP2, TP3 and TP4 are subject to environmental covenants held by the Colorado Department of Public Health and Environment pursuant to section 25-15-321, Colorado Revised Statutes. The boundaries of TP2 and TP4 have been reconfigured accordingly.

The owner/developer has installed a cap on top of landfill materials within TP5 as part of its VCUP. Prior to the development of any housing on TP5, the Agreements with Cypress give the Town the option of filing a VCUP application with CDPHE and obtaining a “No Action Determination” which confirms that the Town has achieved the cleanup levels necessary for the development of affordable housing. The Town will be responsible for the costs of the VCUP application and any required additional cleanup. TP5 also will be subject to an environmental covenant.

It is reasonably expected that development of the proposed public and residential uses on this property will not produce hazardous substances or hazardous waste materials.

**p. Soil suitability.** The soils report prepared by CTL Thompson is **Attachment 8**.

According to the CTL Thompson study, no geologic conditions were identified that preclude development of the site for the proposed planned uses. No development is proposed on those portions of the property where conditions exist that pose hazards or constraints to development such as flooding, shallow groundwater and potentially unstable slopes.

Topsoil on the Slate River property varies from none to a thickness of about a foot (12”). Layers of topsoil occur on the moraine outwash deposits and in portions of the recent alluvium deposits. The topsoil generally consists of rooted, medium to dark brown sandy clay.

Subsurface conditions within the Slate River Subdivision consist predominately of clayey sand and gravel with cobbles and scattered boulders. There are also areas of sandy, gravelly clay scattered across the southwestern portion of the site. The area around the wetland in TP1 is poorly drained; in TP6, the steep slopes on the western edge of the Slate River are potentially unstable; and the TP4/TP5 knoll area at the southwestern portion of the parcel is the approximate location of the old Town landfill. No development is proposed within TP1,

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<sup>1</sup> Cypress and the Town have entered into a “Pre-Annexation Agreement” recorded at reception number 638399 and two amendments thereto recorded respectively at reception numbers 643828 and 656557. The Pre-Annexation Agreement and its two amendments are referred to collectively herein as the “Town Agreements.” Portions of this narrative summarize the Town Agreements, but this narrative is not intended to conflict with the Town Agreements, and if there is any conflict, the Town Agreements control.

TP4 and TP6; and further clean-up of TP5 may be required in order for affordable housing to be developed on that parcel.

**(8) Preliminary site plan scale.** The Slate River Major Subdivision Preliminary Plan is drawn at a scale of 1" = 80 feet; and Applicant Retained Land Site Plan is shown at 1" = 40 feet.

**(9) Preliminary site plan labeling.** The labeling information specified in the Municipal Code is included on the Preliminary Site Plan.

**(10) Preliminary site plan map.** The Slate River Subdivision Preliminary Site Plan is **Attachment 1C**; Applicant Retained Land Preliminary Site Plan is **Attachment 1D**; and Preliminary/Final Construction Drawings are included as **Attachment 1E**.

No site development or vertical construction is envisioned to occur on Town Parcels TP1, TP2, TP3 and/or TP5 within the next two to five (2-5) years; any site-specific development proposals will require review by BOZAR and may require further subdivision review. The Applicant Retained Land parcel is to be subdivided into six (6) single-family family; each single-family residence will be reviewed by BOZAR before issuance of any building permits.

**(11) Landscaping plan.** Proposed grading, berms, landscaping, and trail construction on the Slate River Subdivision are shown in **Attachment 9**.

The existing natural landscape that consists largely of native grasses and wildflowers, sagebrush and willows will be maintained and enhanced. Trees and shrubs that will be planted in the landscape buffer areas, public parcels and private residential lots will be a mix of native Colorado species that are well-adapted to the local climate, soils and elevation.

Coniferous and deciduous trees, shrubs and lawn areas will installed around the single-family residences on the Applicant Retained Land, Tracts T1-T6 lots following construction; the landscaping will be comparable to other residential neighborhoods in Town and compatible with the adjacent rural setting. The public facilities on TP1 and TP2 will have less landscaping due to those uses requiring larger parking lots and snow storage areas. The affordable housing developments on TP3 and TP5 will have landscaping with plant materials, sizes and quantities that are comparable to other deed-restricted housing on Blocks 76-80 and 97.

Plant materials and landscaping elements are to be used throughout the subdivision in order to provide privacy and to preserve and enhance the unique identity of the site. The wetland areas will be maintained and enhanced with native vegetation. In addition, as set forth in the Town Agreement, Cypress has agreed to construct fencing between the proposed river trail along the west bank of the Slate River and the Town's Public Works yard. The fencing along with the berms, new landscaping and existing riparian vegetation will provide a natural visual buffer between the proposed Aperture single-family residences on the East Parcel and the Town's Public Works facility. Under the Town Agreement, Cypress also has the right (at its expense) to install buffers and other mitigation measures on Town property around the Public Works facility in the Dyer Subdivision.

**(12) Soil erosion control plan.** The objective of the erosion and sediment control plan is to provide the first line of defense in preventing off-site sedimentation by protecting and preserving

the soil from erosion. Sediment controls are designed to remove sediment from runoff before the runoff is discharged from the site.

A Best Management Practices (BMP) plan will be prepared for each phase of development to evaluate potential sources of sediment and other pollutants at the construction site and to establish controls that will effectively prevent pollutant discharges into surface and ground waters. The following general erosion and pollution control standards will be incorporated into the BMP plan for each construction phase of the overall subdivision:

- Soil and sediment shall be retained on the construction site.
- Non-storm water discharges shall be prevented from discharging pollutants off site.
- Discharge of other pollutants associated with construction activities to land or surface waters shall be prevented.
- Disturbed soils shall be permanently stabilized.
- Effects of increased storm water runoff from impervious surfaces shall be minimized.

The Best Management Practices (BMP) erosion and sediment control plan will address these issues: 1) Temporary erosion control; 2) Sediment control; 3) Stabilization; 4) Non-storm water management; 5) Spill prevention and control; 6) Post-construction storm water management; and 7) Inspection, maintenance and repair. Each element of the BMP erosion and sediment control plan is described more fully below:

1. Temporary erosion control. This element of the BMP plan will address the temporary erosion control or soil stabilization measures that will be implemented during the time when there is active construction and land disturbing work occurring on-site. Existing vegetation will be preserved where feasible; site disturbance will be limited; and disturbed areas will be stabilized and revegetated as soon as possible after grading or construction. Temporary erosion control measures will be utilized, especially on large graded sites where soil exposure to precipitation and wind can cause significant soil loss if left unprotected during the time when construction activities are being conducted. Some of these precautionary measures may overlap with the permanent soil stabilization procedures discussed later in the section. Until permanent vegetation is established, temporarily covering the soil will be the most cost-effective and expeditious method of preventing and minimizing erosion.

On each phase of construction, the BMP plan will identify the specific methods that will be used to prevent erosion from cut and fill slopes and other disturbed areas once grading activities are completed, but before permanent soil stabilization measures can be implemented. Options for disturbed areas may include, but are not limited to the following:

- Covering with mulch.
- Temporary seeding or planting.
- Applying soil stabilizers or binders (tackifier).
- Placing fiber rolls/logs on barren slopes.
- Covering surfaces with erosion control blankets.
- Diverting run off around disturbed areas using stabilized conveyances.

Sediment control. Sediment control BMPs will be utilized at appropriate locations along the perimeter of the construction site and if applicable, at all internal inlets to the storm drain system. Sediment controls will be used in combination with the erosion controls described

above to effectively prevent the discharge of pollutants off-site. Effective filtration devices, barriers, and settling devices will be selected, installed and maintained properly. The sediment control plan will also include provisions to temporarily stabilize construction access points such that soil, sediment, and other construction related materials will not be tracked-out beyond the site perimeter. The BMP plan will indicate what sediment controls will be used at the site. Options for controlling sediment may include, but are not limited to the following:

- Filter barriers such as fiber rolls/logs; silt fencing; straw bale barriers; or gravel inlet filters.
- Retention structures such as sediment traps or settling basins.
- Stabilizing access points/maintaining orderliness by utilizing: crushed rock; mulch; landing mats; and frequent sweeping.

Stabilization. All disturbed areas of the construction site will be stabilized once construction has been completed. Disturbed areas may include drainage ditches or channels. Stabilization means the implementation of permanent measures rather than temporary erosion controls. It is recommended that disturbed areas in inactive (no further land disturbance planned) portions of the site shall be stabilized as soon as feasible. Final stabilization of the construction site will be satisfied when all soil disturbing activities are completed and either of the following two (2) criteria are met:

- a. A uniform vegetative cover with seventy percent (70%) coverage has been established;  
OR:
- b. Equivalent stabilization measures have been employed that may include the use of such BMPs as mulch, erosion blankets, rip rap, fiber treatments or other erosion resistant soil coverings or treatments.

Where background native vegetation covers less than one hundred percent (100%) of the surface, such as in arid areas, the seventy percent (70%) coverage criteria may be adjusted as follows: if the native vegetation on adjacent undisturbed areas covers fifty percent (50%) of the ground surface, seventy percent (70%) of fifty percent (50%) or  $.70 \times .50 = .35$  would require thirty-five percent (35%) total uniform surface coverage.

The BMP plan will indicate what stabilization measures will be used at the site. Options for stabilization may include, but are not limited to the following:

- Seeding and/or planting (including hydro mulching/seeding).
- Mulching (wood chips, gravel, other) in combination with seeding/planting.
- Installing erosion blankets (typically used on steeper disturbed slopes or unlined drainage ditches in combination with permanent seeding/planting).
- Placing rip rap.

4. Non-storm water management. Non-storm water discharges will be eliminated or reduced to the extent feasible. Certain non-storm water discharges (e.g. irrigation of vegetative erosion control measures, pipe flushing and testing) may be necessary for the completion of some construction projects and are allowed by this BMP plan. Other non-storm water discharges such as concrete washout, and driveway and street washing that flushes sediment or other pollutants to storm drains or surface waters will not be allowed and are violations of this plan. De-watering waste should be discharged to land and infiltrated. A separate

authorization by the Town may be necessary if de-watering waste must be discharged to surface waters due to site constraints.

The BMP plan will indicate how unauthorized non-storm water discharges will be controlled. Options for controlling unauthorized non-storm water discharges include, but are not limited to the following:

- Approved off-site wash-out and wash-down areas.
- Lined wash-out containment basins/traps.
- De-watering waste infiltration or containment.

5. Spill prevention and control. The BMP plan will describe measures to prevent and control potential leaks/spills of petroleum products such as fuels and lubricating materials, and other potentially hazardous materials. Secured storage areas for fuels and chemicals should be established and sufficient spill cleanup materials should be at the site to respond immediately to any accidental spills.

The BMP plan will indicate what spill prevention and control measures will be used. Options for prevention and control of leaks or spills include, but are not limited to the following:

- Covered material storage.
- Material storage containment-berms, lined surfaces, secondary containment devices, etc.
- Regular equipment leak inspections.
- Drip pans.
- Absorbents.

6. Post-construction storm water management. Post-construction storm water controls shall reduce the impacts of adding impervious surfaces to the landscape and adding potential pollutant sources within storm water drainage areas. Additional impervious surfaces reduce storm water infiltration and storage while increasing the volume and velocity of run off down-stream from developed sites. Whenever necessary, infiltration and treatment devices shall be used. Specific requirements for infiltration or treatment of storm water runoff volume shall be based on a twenty (20)-year, one (1)-hour storm from all impervious surfaces into the Slate River. Design approaches that limit overall land disturbance and reduce the amount of impervious surfaces shall be investigated. Additional post-construction BMPs may also be incorporated into each of the construction projects as appropriate and when they can be properly maintained.

The BMP plan shall indicate what post-construction BMPs will be implemented. Options for storm water management include, but are not limited to the following:

- Infiltration structures.
- Detention/retention basins.
- Storm water treatment vaults.
- Bio-filter BMPs, typically vegetated swales, strips, and buffers.
- Energy dissipation devices-structures designed to prevent erosion and slow water velocity associated with conveyance systems.
- Efficient irrigation systems.

- Proper drain plumbing-e.g. ensuring that interior drains are not connected to a storm sewer system.

7. Maintenance, inspection and repair. BMPs implemented at the site shall be properly maintained. The BMP plan shall include provisions for the inspection and maintenance of all BMPs identified in the plan throughout the duration of the project. Sites that are inactive and winterized through the wet season shall be checked periodically to ensure the site remains stable. For sites where construction activity is conducted through the wet season, the Discharger must ensure that BMPs remain effective.

The BMP plan shall indicate how BMPs will be inspected and repaired in accordance with the following minimum maintenance program:

- a. For inactive construction sites during wet season:
  - Construction will cease through wet season and will be winterized.
- b. For active construction sites during wet season:
  - BMPs will be inspected before and after storm events.
  - BMPs will be inspected once each twenty-four (24)-hour period during extended storm events.
  - Repairs or design changes will be implemented as soon as feasible depending upon worker safety and field conditions.
  - Provisions will be on-hand to respond to failures and emergencies.

**(13) Grading plan.** The grading, berms, landscaping, and trail construction referenced in (11) Landscaping plan above shall be performed pursuant to the Town Agreement for the purpose of (i) connecting Pyramid Avenue to the existing Rec Path via a new public trail along with West Bank of the Slate River and (ii) creating separation (and enhanced safety) between the Town's Public Works Yard and the Project. At this time, no site grading is proposed for any of the Town Parcels (TP1-TP9) within the Slate River Subdivision. When a site-specific development plan is proposed for each Town Parcel (TP), detailed site grading and soil erosion control plans will be required for review by the Town. Detailed site grading and soil erosion control plans for the Applicant Retained Land subdivision will be submitted at Final Subdivision.

**(14) Drainage study.** A full drainage report with calculations stamped and certified by a Colorado licensed professional engineer is submitted as **Attachment 10**.

The subdivision is laid out and designed to minimize potential erosion and sedimentation impacts. The intent of the development layout and design is to primarily utilize LID (low impact design) open channel drainage features to maximize infiltration and natural filtration. Any activity that disrupts earth will not commence until all required permits are obtained. Construction and development shall comply with the general standards established by the Town including drainage requirements that minimize the potential adverse impacts to water quality and on- and off-site drainage, construction, and post-construction storm water runoff. The proposed development includes drainage features to ensure that historic pre-development runoff rates and water quality are maintained.

**Narrative.** The Slate River Major Subdivision contains a total of 14.16 acres that are proposed to be annexed into the Town of Crested Butte. The Slate River Major Subdivision property (West

Remainder Parcel) is currently owned by Cypress Foothills, LP. As per the Annexation Agreement, Cypress will transfer title to nine (9) parcels of land, TP1-TP9, containing approximately 11.18 acres, and the Pyramid Avenue and Eighth Street rights-of-way, 1.52 acres, to the Town of Crested Butte Town while retaining ownership of the remaining 1.46 acre parcel identified on the plat as Applicant Retained Land. The Slate River Subdivision is envisioned to contain a variety of land uses: public facilities, deed-restricted multi-family housing, free-market single family residences with accessory dwelling units, open space/ wetlands, boater access, winter sledding hill and parks. No commercial uses are proposed for this property.

In 2016, the Town of Crested Butte and Cypress Foothills, owner/developer, entered into negotiations about extending public sewer service to include all of the proposed development. The first Pre-Annexation Agreement established terms and conditions for providing public sewer service to a hybrid development project in which the East Parcel (Aperture) would remain within unincorporated Gunnison County, while the West Parcel (Slate River) would be annexed into the Town of Crested Butte. The boundary between the East and West Parcels on the west bank of the Slate River serves as the dividing line between the Town and the County. In exchange for extending public sewer service to both, the East (County) and West (Town) Parcels, the developer and Town generally agreed to the following:

- The Town will provide public sewer service to twenty-three (23) single-family homes and up to twenty-three (23) accessory dwellings or accessory structures located on the East Parcel (Aperture) in the unincorporated area of the County. Each of the single-family homes shall not exceed 5,000 square feet, and accessory structures shall not exceed 750 square feet. In addition, Cypress or the Aperture HOA, can build an “owner’s complex” on the East Parcel.
- The developer will be permitted to develop six (6) additional single-family lots (T1-T6) on 1.46 acres within the West Parcel (Slate River) that will be annexed into the Town and zoned “R1F” Residential (**Attachment 7C**), a proposed new residential zone district.
- The developer will convey to the Town nine (9) parcels (“Town Parcels TP1-TP9”) containing a total of 11.18 acres within the West Parcel (Slate River Subdivision) that may be used for the following public purposes as specified in the Second Amendment to Pre-Annexation Agreement:

**Applicant Retained Land**-Six (6) single-family residential lots.

**TP1**-Emergency services center.

**TP2**-Open use recreational facilities, parks or playfields, libraries or museums, art centers, schools, essential government services (but not public utility facilities), bus stop, public hospital or health care facility, private medical clinic(s) or offices and parking ancillary to the foregoing uses.

**TP3**-Affordable housing; or if not zoned for residential uses, then only for use as open space, parks and snow storage.

**TP4**-Open space, parks, snow storage and/or additional storage for public works yard.

**TP5**-Affordable housing; or if not zoned for residential uses, then only for use as open space, parks and snow storage.

- TP6-Protected open space for wildlife, except for public access within the Boat Launch.
- TP7 (New)-Open space, wetlands and trails.
- TP8 (New)-Remainder land.
- TP9 (New)-Remainder land.

**VI. SEC. 17-5-50(15) PRELIMINARY PLAN WRITTEN STATEMENTS.** The Slate River Major Subdivision Preliminary Plan application contains for the following written statements as required:

**a. Tabular summary.** A development summary of the proposed Slate River Subdivision Preliminary Plan is provided below:

Parcel	Land Use	Acreage	% of total area	No. of units	Sketch Plan
TP1	Fire station	1.66 ac.	12.0%	0	0 units/2.90 ac.
TP2	Institutional	1.96 ac.	14.0%	0	0 units/1.26 ac.
TP3	DR multi-family	0.95 ac.	7.0%	20	15-20 units/1.14 ac.
TP4	Open space/snow storage	3.15 ac.	22.0%	0	0 units/3.93 ac.
TP5	DR* multi-family	0.99 ac.	7.0%	30	20-30 units/0.99 ac.
TP6	Open space/conservation	0.87 ac.	6.0%	0	0 units/0.90 ac.
TP7	Open space/wetlands	1.24 ac.	9.0%	0	0 units/0.00 ac.
TP8	Remainder land	0.07 ac.	0.0%	0	N/A
TP9	Remainder land	0.29 ac.	2.0%	0	N/A
T1-6	FM** single-family	1.46 ac.	10.0%	6	6 units/1.45 ac.
ROW	Pyramid Ave./Eighth St.	1.52 ac.	11.0%	0	N/A
<b>Totals</b>		<b>14.16 ac.</b>	<b>100%</b>	<b>56</b>	<b>41-56 units/12.57 ac.</b>

\* DR- Deed-restricted housing

\*\* FM- Free-market residential with accessory dwellings

**b. Residential units.** A total maximum of fifty-six (56) residential units and up to six (6) accessory units may be developed within the Slate River Subdivision. There is the potential for a total of fifty (50) deed-restricted affordable residential units that comprise a mix of duplexes and 3-plexes on TP3 and several multi-family buildings on TP5. The Applicant Retained Land (T1-T6), allows for the development of six (6) free-market single-family homes and up to six (6) accessory dwelling units.

**c. Parking summary.** The number of parking spaces provided for each of the land uses within the Slate River Subdivision will be in accordance with Sec. 16-16-20 Off-street parking requirements:

- Single-family dwellings: two (2) spaces/4-bedrooms or less; one (1) additional space for a fifth bedroom; and an additional space for each two (2) bedrooms more than five (5).
- Accessory dwellings: one (1) space/studio or 1-bedroom unit; two (2) spaces/2-bedroom or 3-bedroom unit; three (3) spaces/4-bedroom unit; and an additional space for each two (2) bedrooms more than four (4).

- Duplex dwellings: four (4) spaces/4-bedrooms or less; five (5) spaces for a fifth bedroom; and an additional space for each two (2) bedrooms more than five (5).
- Tri-plex and multi-family dwellings: one and one-half (1-1/2 spaces)/residential unit; and one (1) additional space for each bedroom in excess of two (2) bedrooms/unit.
- Public buildings: one (1) space/500 square feet of usable space.
- Boater access: Off-street parking is accommodated on the raised shoulders along Pyramid Avenue east of Eighth Street; each parking space measures nine (9) feet by eighteen (18) feet.
- Sledding hill: Off-street parking is accommodated on the raised shoulders along Pyramid Avenue west of Eighth Street and/or the public parking lot at TP2; each parking space measures nine (9) feet by eighteen (18) feet. Additional shared parking may be available in the TP2 parking lot(s) depending on the land use and hours of operation.

**d. Cost of public improvements.** During the construction of the Aperture Subdivision (East Parcel), all of the public improvements within the Slate River Subdivision (West Parcel) have been installed in accordance with the Annexation Agreements between the Town and Cypress. The public improvements include: Pyramid Avenue; Eighth Street extension; vehicular bridge spanning the Slate River; extension of water and sewer service lines; and underground utilities. The sidewalk along the west side of Eighth Street, multi-use trail along the river and visual screening will be installed by Cypress along with the private roadway and utility extensions to service the Tracts T1-T6 on the Applicant Retained Lands.

**e. Agricultural agreements.** There are no agreements with any agricultural ditch owners; and there are no agreements with adjacent agricultural land owners concerning fence maintenance and/or relocation of any boundary line fences.

**f. Covenants and deed-restrictions.** Town Parcels TP2, TP3 and TP4 are subject to environmental covenants held by the Colorado Department of Public Health and Environment pursuant to section 25-15-321, Colorado Revised Statutes. The following agreements, deed-restrictions and covenants proposed for the Slate River Subdivision will be included as part of the Final Slate River Major Subdivision application:

- TP6 Boater access and floating agreement;
- TP2 Wetland deed restriction;
- TP6 Wetland area/open space deed restriction;
- TP7 Wetland deed restriction; and
- Protective Covenants for Applicant Retained Land.

**g. Public parks and other facilities.** Ownership of the public open space and wetlands (TP4, TP 6 and TP7) will be transferred from Cypress to the Town. The natural open space and wetland areas total approximately 5.1 acres or about forty percent (40%) of the subdivided property excluding public rights-of-way. Upon conveyance of the properties, the

Town will be responsible for the protection and maintenance of these public resources in accordance with the recorded deed restrictions.

**h. Conservation easements.** A boater access and floating agreement for TP6 will be finalized between Cypress and the Town; and the wetland and open space deed-restrictions will also be finalized and included as part of the Final Slate River Subdivision application.

The Slate River Subdivision is proposing twenty-five (25) feet setbacks for the wetlands contained within TP2 and TP7; and a one hundred (100) feet setback from the Slate River and riparian areas in TP6.

**i. Traffic analysis.** The traffic analysis prepared by Schmueser Gordon Meyer (SGM) is included as **Attachment 12**.

The traffic analysis was conducted for the entire 44.5 acre development that included the Aperture Subdivision (East Parcel) and the Slate River Subdivision (West Parcel). As part of the traffic analysis, a potential buildout phase for the Slate River Subdivision which included a fire station, pre-school, twenty to thirty (20-30) affordable housing units and six (6) single-family lots with accessory units, was assessed in the study. However, due to the uncertainty pertaining to the scope and timing of the proposed development, *a future traffic study will be needed to more accurately assess the impacts* on the transportation system when the uses and plans for the various parcels become more defined.

The Slate River Subdivision has two (2) points of access: Gothic Road to the west and Eighth Street to the south; the primary west-east roadway is Pyramid Avenue. A southbound left-turn pocket was installed on Gothic Road at the Pyramid Avenue intersection; and Eighth Street was extended northward to Pyramid Avenue that connects the Aperture and Slate River Subdivisions to the Town's street-grid pattern and improves traffic distribution.

**j. Natural hazards or hazardous conditions.** According to the Crested Butte Area Plan mapping, the proposed Slate River Subdivision is not subject to adverse impacts from the following natural hazards: 1) avalanche; 2) flood; 3) geologic; 4) wildfire; 5) soils; and 6) slopes greater than thirty percent (30%).

In section (7) Site analysis information under subsection (o) hazardous conditions of this major subdivision application, there is a description of the site conditions. In response to those existing conditions, Cypress initiated a Voluntary Clean-Up Plan (VCUP) of the former Town landfill area that encompasses approximately 4.9 acres. Capped landfill deposits have been completed within TP 4 and TP5. An area of capped landfill deposits also has been completed on TP 3. There may exist potential remaining landfill deposits near the western boundary along Gothic Road and the southern boundary along Butte Avenue. Further clean-up of this area may be required to enable future development of affordable housing on TP5.

**k. Revegetation plan.** The disturbed areas which include the Pyramid Avenue and Eighth Street rights-of-way and the VCUP areas within TP4 and TP5, have been re-graded and revegetated by hydro-seeding a mix of native wildflowers and grasses and installing a temporary irrigation system. A similar re-grading and re-vegetation process may be implemented when TP1, TP2, TP3, TP5 and Tracts T1-T6 are developed.

A majority of the site, including the open space areas, will remain undisturbed with natural vegetation. Trees and shrubs that are added to the landscape buffer areas, public parcels and private residential lots will be a mix of native Colorado species that are well-adapted to the local climate, soils and elevation.

**I. Dust abatement plan.** "Dust" is Particulate Matter (PM), solid particles which come primarily from the soil; and "fugitive" dust is PM suspended in the air by wind action and human activities. Fugitive dust particles are composed mainly of soil minerals (e.g. oxides of silicon, aluminum, calcium, and iron), but can also contain pollen, spores, tire particles, etc.

This a general plan that outlines the engineering controls necessary to minimize and control dust emissions from those sources and activities. The scope of this plan may be revised to reflect changes in dust control strategy as site conditions or activities change over time during this multi-phased development. This Dust Control Plan outlines standard operating procedures that will be used to:

- Eliminate origins of dust from the project site;
- Identify potential dust migration pathways;
- Monitor for dust produced by activities on and around the project site; and
- Implement corrective actions when the need arises.

Potential sources of fugitive dust emissions will be identified for the following project work areas and tasks. At a minimum, these dust control techniques will be employed in the work areas and during these activities:

- Areas of heavy equipment and vehicular traffic;
- Exposed excavation faces or disturbed ground surfaces;
- Soil and fill stockpile areas;
- Keeping streets clean of tracked soils or excavated fill materials;
- Soil and fill excavation activities;
- Soil and fill loading and unloading operations; and
- Soil backfill placement, grading and compacting.

The following dust control and mitigation measures will be used to prevent conditions that generate dust and to suppress dust if it occurs:

- Construction activities will be conducted using methods that minimize dust generation.
- Adjacent paved areas and roads used for construction traffic will be maintained free of tracked soil or fill materials. Paved traffic areas, streets, driveways and sidewalks will be cleaned on a daily basis by wet sweeping and/or washing. More frequent cleaning will be provided as necessary.

- Exposed excavations, active or disturbed ground surfaces and unpaved traffic areas will be maintained in a moist condition.
- Daily maintenance and temporary cover will be provided for soil or fill stockpiles.
- Temporary decontamination pads and/or stabilized construction entrances will be provided at active project site entrance/egress locations to keep adjacent paved areas clean.
- At the end of each work day, adjacent paved areas and roads will be left in a clean condition; and disturbed areas will be wetted down and security fencing may be installed and/or inspected to prevent access and additional disturbance.
- During non-working hours, project sites will be left in a condition that prevents dust from being generated.

These Best Management Practices (BMPs) will be followed to minimize and control dust emissions at project sites:

- **Roads:** All on-site traffic will be restricted to specific designated roads or access routes. Traffic speeds will be restricted to the posted speed limit or less on all public roads; and at appropriate levels (15 mph or less) on internal access routes. All designated roads will be considered as potential high dust source areas and as such, they will be a priority for dust control measures that may utilize water and/or gravel.
- **Hours of Operation:** This plan will be in effect during all hours of operation at each active project site within the Slate River Subdivision. However, as a best management practice (BMP), if high winds are apparent near the close of a business day (or immediately prior to a weekend, holiday, etc.), site personnel should evaluate vulnerable areas and implement appropriate control measures to minimize off-hours dust emissions.

At this time, no site grading or vertical development is proposed for any of the Town Parcels (TP1-TP9) within the Slate River Subdivision. When a site-specific development plan is proposed for each Town Parcel (TP), a detailed dust abatement plan will be required for review by the Town.

**m. Solar energy.** The Slate River Subdivision, in terms of the street layout and orientation of buildings, has been thoughtfully designed to maximize natural solar access into each of the parcels or tracts. The following solar access standards will be incorporated into the development plans:

- **Glazing.** At least seventy percent (70%) of the glazing on the south-facing side of the building shall be completely unshaded at noon on December 21
- **Avenue orientation.** The primary access roadway is Pyramid Avenue and it has an east-west orientation; the secondary roads, Eighth Street and the private drive in Applicant Retained Land (T1-T6) are on a north-south axis. Each of the parcels or tracts are

generally oriented in an east-west direction to maximize the area of south-facing building facades.

- **Setbacks.** The parcels within the Slate River Subdivision are large enough and separated from one another to ensure adequate solar access is provided; additional solar access setbacks or easements are not required.
- **Buffers.** There are adequate natural buffers between buildings and the proposed building heights are such that shadows should not be cast onto adjacent parcels or tracts.
- **Solar easements.** Not applicable as there are no existing solar easements and no new solar easements are proposed or required by the Town.
- **Landscaping.** Planting of deciduous trees will be encouraged on the north side of Pyramid and Butte Avenues to allow solar access into those buildings located on the north side of the street.

**n. Water supply requirements.** SGM’s Water Supply Plan Report as **Attachment 13.**

SGM’s Water Supply Plan Report, together with the Pre-Annexation Agreement, constitute written evidence documenting the right to use water in the amounts, manner and location(s) for the uses and activities proposed in the Slate River Major Subdivision Preliminary Plan.

The Slate River Subdivision will have a water supply that is legally and physically adequate in terms of quality, quantity, dependability, and pressure. The physical water supply will be connected directly to the Town of Crested Butte’s existing central water system pursuant to and in accordance with the Town Agreements.

Schmueser Gordon Meyer, Inc. (SGM), engineers and surveyors in Gunnison, Colorado prepared the central system water report, hydraulic analysis, capacity, storage, irrigation and fire protection studies. SGM provided the required calculations and design and worked with the Town of Crested Butte concerning the physical availability to connect to the Town’s existing system. The calculations and results of that work, along with the Town’s existing capacities and demands are contained in SGM’s Water Supply Plan Report.

**o. Revised wetland delineation report. *Not applicable***- The subdivision boundaries are unchanged from Sketch Plan, therefore, no additional information is required as the wetland study area has remained the same. The site is not identified as having “Priority Wetlands” according to the Crested Butte Area Plan. Wetlands are addressed in Section (7)f.5. of this major subdivision application with included Attachments.

**p. Wetland mitigation plan. *Not applicable***-As proposed, there will be no loss of wetland areas; the two (2) existing wetlands within TP1 and TP2 and the riparian areas along the Slate River in TP6 will be maintained and preserved.

**q. Noxious weed management plan.** Refer to Section (7)g. Existing vegetation and the Noxious Weed Management Plan.

**r. Revised groundwater study. *Not applicable***-The perimeter boundaries of the subdivision areas are unchanged from Sketch Plan, therefore, no additional information is required as the groundwater study area has remained the same.

**s. TES Survey Report. *Not applicable***-The perimeter boundaries of the subdivision areas are unchanged from Sketch Plan, therefore, no additional information is required as the wetland study area has remained the same.

**t. TES Mitigation Plan. *Not applicable***-The Bikis study determined there is no evidence of any endangered or threatened plant or animal species within the boundaries of the Slate River Subdivision, therefore a TES mitigation plan is not required. Refer to Section (7)j. Wildlife movement corridors and **Attachments 5B** and **6**.

**(16) Subdivision improvement agreement.** There have been a series of (3) Pre-Annexation Agreements between the Town of Crested Butte, Colorado and Cypress Foothills, LP. The Agreements are contained in the following Attachments:

- Pre-Annexation Agreement, **Attachment 14A**;
- Amendment to Pre-Annexation Agreement, **Attachment 14B**; and
- Second Amendment to Pre-Annexation Agreement, **Attachment 14C**.

**(17) Impact analysis.** This section includes the requirements that are set forth in Sec.15-1-60(b)(2)g. Annexation impact analysis; and Sec. 17-5-50(17)a. Carbon footprint and sustainability analysis.

- **Sec. 15-1-60(b)(2)g. Impact analysis report.**

**1. General information:**

**a. Area of annexation.** The proposed Slate River Major Subdivision annexation includes a gross total of 14.16 acres that includes proposed public rights-of-way.

**b. Unit mix.** An estimated maximum total of fifty-six (56) residential units may be developed within the Slate River Subdivision: TP3-Twenty (20) deed-restricted affordable units that comprise a mix of duplexes and 3-plexes; TP5-Thirty (30) deed-restricted affordable multifamily units contained within several buildings; and six (6) free-market single-family homes with up to an additional six (6) accessory dwelling units on the Applicant Retained Land.

**c. Parks, street and parking.** The acreages for the following uses are estimated to be:

- |   |                                |
|---|--------------------------------|
| • Parks, including natural open space/wetlands:     | 5.10 acres                     |
| • Streets, including 60-foot public rights-of-way:  | 1.52 acres (1,104 lineal feet) |
| • Private drive, 40-foot easement:                  | 0.37 acres (400 lineal feet)   |
| • Parking, assuming 2 cars/unit and 1 space/500 sf: | 0.73 acres (118 spaces)        |

**d. Dedicated open space.** An approximate total of 5.10 acres (TP4, TP6, TP 7 and portions of TP2) or 40% of the property will be deeded to the Town as open space/parkland. The yearly maintenance costs should be relatively minimal since these areas are generally natural open space, wetlands and/or conservation areas. Potential costs may include preparation and maintenance of a potential sledding hill during the winter, trail maintenance, wetland monitoring, weed control, possible irrigation, general repairs, trash and clean-up.

**e. Density.** The gross residential density of the Slate River Subdivision at maximum build-out is approximately 4.4 units/acre (56 units on 12.64 acres; the potential six (6) accessory dwellings are not included when calculating project densities. The net residential densities for each of the parcels are: TP3: 20 units on 0.95 acres or 21 units/acre; TP5: 30 units on 0.99 acres or 30 units/acre; and Applicant Retained Land: 6 units on 1.46 acres or 4 units/acre.

## 2. Population impact:

- **Resident and seasonal population.** Based on the 2018 Local Census, the Slate River Subdivision with a total of fifty-six (56) residential units may generate a total population of one hundred-fourteen (114) people:

- 104 full-time residents (91%); and
- 10 seasonal or part-time residents (9%).

- **Demographics.** Utilizing *Suburban Stats*' 2018 Census data for Crested Butte, the demographic distribution for the year-round population of one hundred-four (104) residents living within the Slate River Subdivision is estimated to include:

**By sex:**

- 57 males (55%); and
- 47 females (45%).

**By age group:**

- 5 persons, Under 5 years (5%);
- 13 persons, 5-19 years (12%);
- 36 persons, 20-34 years (35%)
- 28 persons, 35-49 years (27%)
- 18 persons, 50-64 years (17%)
- 4 persons, 65+ years (4%)

**Population by unit type.** The proposed unit types, including accessory dwellings, may generate at total population of one hundred-forty-two (142) people based on the following unit mix and occupancy ratios:

- (6) 4-bedroom/free-market homes x 4.5 persons/unit = 27 people
- (6) 1-bedroom accessory units x 1.25 persons/unit = 8 people
- (4) 3-bedroom/deed-restricted sale units x 3.5 persons/unit = 14 people
- (16) 2-bedroom/deed-restricted sale units x 2.5 persons/unit = 40 people

- (20) 2-bedroom/affordable rental units x 2.0 persons/unit = 40 people
- (10) studio/1-bedroom/affordable rental units x 1.25 persons = 13 people

• **School, police and fire district impacts.** The potential demographic composition of the Slate River Subdivision estimates there may be five (5) children under the age of five that may require child or day-care and potentially thirteen (13) school-age children between the ages of five and nineteen.

This Major Subdivision Preliminary Plan application will be reviewed by the Gunnison Watershed Re1J School District, Marshal's office and Fire District. There are Town Parcels within the Slate River Subdivision that may accommodate a future school (TP2) and/or fire station facility (TP1) depending upon the need and funding. The Crested Butte Fire Protection District and Crested Butte Search-and-Rescue are interested in co-locating on TP1 which then may enable the Marshal's office to relocate to the current fire station building at 306 Maroon Avenue. TP2 could be used as a pre-school or other educational or public use.

**3. Traffic impacts:** The SGM Slate River Traffic Analysis is **Attachment 12.**

**a. Vehicle trips.** The Slate River Subdivision is estimated to generate six hundred twelve (612) vehicle trips a day based on a preliminary development that includes a fire station, pre-school, six (6) single-family homes with six (6) accessory units and thirty (30) affordable units. Aperture Subdivision (East Parcel) is expected to create four hundred thirteen (413) vehicle trips. Together, both subdivisions would generate a total of one thousand twenty-five (1,025) vehicle trips.

The entire new development, Slate River and Aperture Subdivisions, may generate between ten to one hundred (10-100) trips during peak hour which conforms to the Level 2 traffic analysis for Colorado Department of Transportation (CDOT). As specific land uses and intensities of use are identified for each of the developable Town Parcels (TPs), the traffic analysis report may need to be updated.

**b. Projected community-wide impact.** The distribution of traffic generated by the entire Slate River and Aperture development is equally split (50/50) towards Town and Mt. Crested Butte during both peak hours. However, due to there being a range of future development options and phased of construction over time, a future traffic study may be required to more accurately assess the traffic impacts from these future phases of development on the Town street and transportation systems.

**c. Existing street segment capacities.** The new streets within the Slate River and Aperture Subdivisions, Pyramid Avenue and Eighth Street extended, can accommodate the vehicle traffic generated by the proposed development. Traffic is also dispersed outside the project onto the neighborhood street system that includes Gothic Road, Butte Avenue and Eighth Street.

**d. Projected maintenance costs.** There are two (2) public roads within the Slate River Subdivision, Pyramid Avenue and Eighth Street extended, that total 1,104 lineal feet.

These roads should have similar maintenance and snow removal costs as other public streets within the Town. The private drive within Tracts T1-T6 and the private roads in the Aperture Subdivision will be maintained by the respective homeowners' associations.

**e. Public transportation.** The Slate River Subdivision is located at the northeastern edge of Town within walking and biking distance of the historic downtown, other local goods/services and places of employment. Public sidewalks and a new, soft-surface multi-use trail are linked into the existing pedestrian and bike network. The proposed development is also well-connected to the local and regional transportation system. The free Mountain Express bus stops are located approximately one block or three hundred fifty (350) feet from the proposed affordable housing units; and the regional RTA bus stop at Sixth Street and Elk Avenue is about a third (1/3) of a mile to the south. Due to its proximate location and integration with the existing transit and trail systems, the Slate River Subdivision is a pedestrian-oriented neighborhood where vehicle dependency is greatly reduced.

4. **Utilities impact:** Cypress as the developer is responsible for the construction of all utilities, roads (including the extension of Eighth Street) and other infrastructure that serve both, the Town annexed lands (Slate River Subdivision-West Parcel) and the County portion of the development (Aperture Subdivision-East Parcel).

The projected utility demands and impacts associated with the Slate River Subdivision are outlined below:

**a. Water demand.** As proposed, the Slate River Subdivision is estimated to create a total combined water demand of 24,130 gallons/day. Maximum residential water demand is projected to be 20,239 gallons/day, based on a high density multifamily scenario of sixty (60) units on TP3 and TP5; and a commercial water demand of 3,888 gallons/day.

**b. Existing water and sewer capacity.** The Town of Crested Butte has an adequate water supply and sewer capacity to service the Slate River Subdivision that is currently being proposed.

**c. Electric power demand.** Gunnison County Electric Association, Inc. (GCEA) should be able to meet the electricity needs of the proposed multi-use subdivision.

**d. Garbage and solid waste.** Waste Management of Colorado has a contract for residential trash collection with the Town of Crested Butte. Items for recycling will be collected at curbside in two different co-mingled bins during regular residential trash pick-up. The Gunnison County operates a Waste Management Program that includes solid waste disposal and recycling at the County landfill east of Gunnison.

5. **Environmental analysis.** An environmental analysis of the site is summarized in the following:

**a. Soil capabilities.** Subsurface conditions predominately consist of clayey sand and gravel with cobbles and scattered boulders. There were also areas of sandy, gravelly clay

scattered across the southwestern portion of the property. The use of footing-type foundations are likely recommended in those areas where natural sand and/or clay soils appear to be dominant and possess low compressibility behavior at or near the foundation levels.

**b. Geologic hazards.** According to the CTL Thompson soils report, no geologic conditions were identified that preclude development of the site for the planned uses. No development is proposed on those portions of the property where conditions that pose hazards or constraints to development may exist such as potentially unstable slopes, rockslide areas, avalanche zones and/or debris flows.

**c. High groundwater tables.** As part of the overall CTL Thompson study that included both subdivisions, the Slate River (West Parcel) and Aperture (East Parcel), groundwater was measured in two (2) test pits at depths of ten and one-half (10.5) and eleven (11) feet at the time of excavation and in seven (7) borings at depths ranging from thirteen (13) to twenty-eight (28) feet below the existing ground surface. A minimum separation of five (5) feet is desirable between the groundwater elevation and the lowest elevation of any structure to reduce the need for extensive subsurface de-watering systems.

**d. Steep slopes and erosion.** There are natural slopes on the site that exceed thirty percent (30%); *refer to Attachment 4B-Slope Analysis*. These slope areas are generally adjacent to the Slate River where the toe of the slopes are subject to erosion. These slopes are typically stable, however, further study is needed to address the design of cuts/fills and structures. Soils adjacent to the Slate River and the smaller drainages are subject to periodic erosion. Erosion along the edges of the Slate River could trigger occasional, small, thin slides or failures into the river. These events typically happen during or after high precipitation events. A minimum setback of ten (10) feet from the top of these slopes will be provided without additional geotechnical investigation and design. No development is proposed in these steep slope or floodplain hazard areas.

**e. Flood-prone areas.** The floodplain is contained by the steep slopes that form the Slate River corridor; and the elevated section of Gothic Road that separates the property from Coal Creek and the wetland areas to the west. No development is proposed within the 100-year floodplain.

**f. Impacts to fish, wildlife and vegetation.** The proposed development should have minimal impacts to fish, wildlife and native vegetation outside of the re-graded and re-vegetated VCUP area in the southwestern portion of the property. Erosion control measures will be implemented during construction; fencing will be wildlife-friendly, forty-two inches (42”) or less; and native and wetland vegetation will be preserved and maintained.

**g. Aesthetic considerations.** The natural, open landscape, wetlands and distant mountain views will be maintained to the greatest possible extent. All buildings will be designed in accordance with the Town’s Design Guidelines, historic character and natural

environment. Lighting for safety and security will be minimized to preserve the “dark sky” environment.

**h. Wetland designations.** A summary of the wetland functional assessment for the Slate River (TP6) and Pond (TP7) wetlands is provided on page 5 of the 2008 Evaluation of Wetland Quality and Buffers for Foothills at Crested Butte prepared by Bikis Water Consultants; refer to **Attachment 5B**. The Bikis findings are summarized as follows:

- Slate River Wetland (TP6). *“The functions provided to the greatest extent by this wetland are wildlife habitat, aquatic food chain support and shoreline protection. While these functions are not provided to a high degree, they merit protection, particularly since this wetland will remain intact after project construction. A twenty-five (25) foot buffer will be enhanced as follows to maintain these wetland functions: revegetation of disturbed areas or areas with low cover (to maintain bank stability); no direct discharge of storm water to the wetland (to prevent excessive erosion and bank instability) and planting of trees and shrubs, especially where the willows are relatively narrow for wildlife screening and to increase food source to the river.”*

*“The buffers on Figure 3 will be left in their native condition and not disturbed (except for the planting of additional trees and shrubs), to the extent feasible. All disturbed areas within the buffers will be revegetated using native species. In summary, the proposed wetland buffer plan will maintain wetland functions to the extent feasible with the proposed development.”* A one hundred (100) feet wide buffer/conservation easement is proposed for this area (TP6).

- Pond Wetland (TP7). *“The vegetation in this buffer is native sagebrush/grassland. The function provided to the highest degree by this wetland is wildlife habitat though the degree that this function is provided is limited by the lack of connection to the river and its small size. This function will be diminished by the proposed development, but it is proposed to enhance its function for wildlife with native trees and shrub plantings.”* A twenty-five (25) feet wide buffer zone is proposed around the perimeter of this wetland.

- Wetland E (TP4). *“This wetland is a relic of the wetland complex along Coal Creek that was isolated by the construction of Gothic Road years ago. The wetland is being invaded by thistle due to reduction in its water supply. The wetland provides little functional value. It is proposed to maintain a twenty-five (25) foot buffer around the wetland, and to implement a thistle-control program for the buffer.”*

**6. Economic impacts analysis.** An analysis of the economic impacts includes the following:

**a. Expected revenues.** A majority of the Slate River Subdivision is proposed as natural open space/wetlands (TP4, TP6 and TP7); public uses (TP1 and TP2); and deed-restricted rental affordable housing (TP5) that do not generate property taxes. Six (6) free-market lots (T1-T6) will generate property taxes, real estate transfer taxes and water/sewer fees; and the potential for up to twenty (20) deed-restricted, for-sale units (TP3) will create property tax revenues and water/sewer fees.

The estimated one hundred-four (104) full-term and ten (10) part-time residents will purchase goods in Town that will generate sales tax revenues.

**b. Estimated expenditures.** As a result of this annexation, the Town will be transferred ownership to more than twelve and one-half (12.5) acres of land with roadway access and underground utilities. There is the potential to develop a new shared fire station and search-and-rescue facility (TP1) that may enable the marshal's office to relocate into the current fire station building at 306 Maroon Avenue. TP2 might be the site of a day-care, medical clinic or other public use; TP4 can be used for a vehicle/equipment storage, snow storage and possibly a sledding hill in winter; and TP3 and TP5 provide opportunities for affordable housing. Since the Slate River Major Subdivision adjoins the Town's street grid and water/sewer system, additional expenditures for fire, police, emergency services, general government services, parks/recreation and, public works maintenance and capital improvements should be commensurate with other existing neighborhoods.

**c. Annual basis.** The Slate River Subdivision will be developed in phases over a period of years. A majority of the proposed development will be public facilities, deed-restricted housing and natural open space that should be beneficial to the Town. An analysis of other economic impacts may be considered by the Town as part of the annexation process.

• **Sec. 17-5-50(17)a. Carbon footprint and sustainability analysis.**

**1. Inherent site values and features.** The site's inherent natural features will be preserved to the greatest extent feasible by thoughtful site planning, low impact utility design and contextual architecture. Wetland and riparian areas will be preserved; natural open space will be integrated into the development; landscaped areas will utilize native trees and plant materials; and buildings will be clustered within the parcels to retain an "open-ness" and transition between the rural character of the County and the more formal, street-grid and development of Town.

**2. Drainage and associated water pollution.** The subdivision is laid out and designed to minimize potential erosion and sedimentation impacts of the proposed development. The intention of the development layout and design is to primarily utilize LID (low impact design) open channel drainage features to maximize infiltration and natural filtration as much as possible. The proposed development will include drainage features to ensure that historic pre-development runoff rates and water quality are maintained.

**3. Storm water integration with natural drainages.** The development layout and design primarily utilizes low impact design (LID) open channel drainage features to maximize infiltration and natural filtration as much as possible. Natural drainage patterns are utilized to direct storm water away from buildings and towards the existing wetland areas and strategically located small detention ponds.

**4. Integration with existing hydrologic capacity.** A hydrologic analysis is provided within the SGM Drainage Report included as **Attachment 10**.

There are two (2) drainage basins contained within the Slate River Subdivision. Basin 1 flows for the highpoints on the west side of the Slate River to the west into the swale alongside Gothic Road. The existing roadside ditch flows north along the road into the river. Since this section of roadway has curb-and-gutter, this is the only area where storm water is piped and treated in a single larger bio-detention basin. Storm water then outlets from this basin into the existing ditch along Gothic Road and follows the same path at the same historic rate. Basin 2 is a small basin that drains directly into the Slate River. Most of the basin will remain undisturbed and sheet flow to the river over vegetated cover as it does currently. However, drainage from the short section of roadway with curb-and-gutter will be routed to two (2) bio-retention basins located on each side of the street and that have wetland dispersion (rip-rap) outlets before the steep slopes to the river.

**5. Conservation through compact design.** Prominent natural features and native vegetation will be preserved by the careful siting of buildings and associated improvements within compact development parcels. Single-family residences will be clustered within Tracts T1-T6; and the deed-restricted units will be concentrated along existing streets in a mixed-use neighborhood. Public buildings will be situated on tracts that allow ample open space and vegetative buffers.

**6. Impacts to wetlands, streams and water.** As proposed, the subdivision layout and building sites avoid wetland areas and the riparian corridor of the Slate River. The existing wetlands will be protected by twenty-five (25) feet wide buffer zones and a one hundred (100) feet wide buffer/conservation easement will be provided along the Slate River. During phases of construction, erosion and sediment control plans will be implemented. Potential adverse impacts to water quality, on- and off-site drainage, construction, and post-construction storm water runoff will be minimized by the utilization of BMPs. The comprehensive development plan maintains the existing wetland areas, river corridor and water quality of the area.

**7. Comparison to existing Town-site.** The Slate River Subdivision provides an excellent transition between the more intensive grid-development of Town and the rural, open character of the unincorporated areas of the County. The proposed residential development in TP 3 and Tracts T1-T6 is characteristic of traditional residential neighborhoods in Town with similar lot sizes, densities, mass/scale, architecture and materials. The proposed deed-restricted multi-family units in TP5 has been maintained a maximum density of thirty (30) units pending a site-specific plan, architectural drawings and public input.

**8. Impacts to indigenous vegetation.** Native, indigenous vegetation will be maintained to the greatest extent possible, especially in the protected wetlands and natural buffer areas of TP2, TP6 and TP7. The disturbed VCUP area (TP4) was regraded, covered with clean soil and hydro-seeded using a mix of native grasses/wildflowers. There is also a plan to address noxious, invasive weeds within the subdivision.

**9. Space for food production.** The six (6) free-market homes within the Applicant Retained Land and potential twenty (20) deed-restricted for-sale units in TP3 should have private yard space in which to have gardens and grow food. It is also possible to set aside garden space in the deed-restricted multi-family parcel (TP5) if there is interest by the residents.

**10. Compliance with Area Plan transportation chapter.** The Slate River Subdivision is a pedestrian/bicycle and transit-oriented development. Due to its location within Town, residents and employees will be able to walk, bike or ride the bus. Mountain Express bus stops are a block away at the corner of Sixth Street and Teocalli; the RTA bus stop is five (5) blocks to the south at the 4-way intersection; there is a “safe-route-to-school” provided along Eighth Street; and a soft-surface multi-use trail links into the existing trail system. Use of private automobiles on a daily basis will be greatly reduced.

**11. Compliance with Area Plan residential design-solar access and energy policies.** The subdivision layout conforms to the Municipal Code solar access standards. The overall street plan is generally a north-south grid pattern with parcels having an east orientation. Buildings will comply with the Town’s energy standards and the use of solar panels/energy will be promoted.

**12. Minimize use of treated irrigation water.** The amount of irrigated landscaped areas within the Slate River Subdivision will be minimal since a majority of the property will be maintained as natural open space with little or no irrigation. Native, drought-tolerant tree and plant species are encouraged. Lawn, shrub and flowerbeds will be located immediately adjacent to the buildings in limited areas. A temporary irrigation system was installed on TP4 to ensure that the hydro-seeded native grasses/wildflowers are established as part of the VCUP.

**13. Open space preservation.** Approximately 5.1 acres or forty percent (40 %) of the property is reserved as natural open space and/or wetland areas. Open space within each development parcel should range between twenty-five and fifty percent (25-50%) of the lot area. Each of the deed-restricted for-sale units will have private yards; there will be adequate common open space for the deed-restricted multi-family units; and the free-market single-family homes will all have private yards.

**14. Greenways along rivers and streams.** TP6 provides a one hundred (100) feet wide buffer/conservation easement along the Slate River. A boater launch area is designated adjacent to the vehicle bridge, otherwise, people will not be permitted on the steep slopes or river banks to prevent erosion and to protect wildlife. Pedestrians and bikers will be able to utilize the sidewalk along Pyramid Avenue and Eighth Street along with the soft-surface, multi-use trail along the river behind the public works facility and connects to the recreation path. The two (2) wetland areas (TP2 and TP7) will be protected by twenty-five (25) feet wide buffer zones around their perimeters. Access and use of the wetlands will be restricted with the potential for soft-surface pathways and passive sitting areas.

**15. Public facilities, parks and schools.** A parcel (TP1) is envisioned as being the site of a new fire station and search-and-rescue facility; (TP2) is available for use as a school site, day care center, medical clinic or other public facility and it also includes a wetland/open space area; and other lands (TP4, TP6, TP7, TP8 and TP9) are set aside as wetlands, buffers, natural open space and/or remainder parcels. The proposed Town-owned parcels within the Slate River Subdivision will enable public services the opportunity to grow and expand as the need arises in an efficient and cost-effective manner. The proposed development will occur over

time and it should not adversely impact any municipal, educational, social or recreational services or facilities.

**16. Energy requirements.** Gunnison County Electric Association provides electric service and Atmos Energy will provide natural gas service. The public and residential buildings will be in compliance with the Town's energy standards as set forth in Municipal Code Chapter 18, Article 9. Use of solar panels/energy and energy conservation practices will be encouraged.

**17. Employee housing and occupancy rates.** Places of employment within the Slate River Subdivision will include the fire station, potential day care or medical clinic and property management companies that may service the six (6) free-market homes. It is estimated that sixty-five percent (65%) of the employees will live in Town and the remainder will reside in the surrounding area including Gunnison.

A total of fifty-six (56) residential units are proposed: a maximum of fifty (50) deed-restricted affordable units; and six (6) free-market homes with each having an accessory dwelling. It is estimated that one hundred percent (100%) of the deed-restricted units and accessory dwellings will be occupied full-time; and seventeen percent (17%) or one (1) of the free-market homes will be occupied year-round.

## **Attachments 1A-E**

**1A-Aperture Plat, Sheet 2 of 3**

**1SP-Slate River Subdivision Illustrative Sketch Plan**

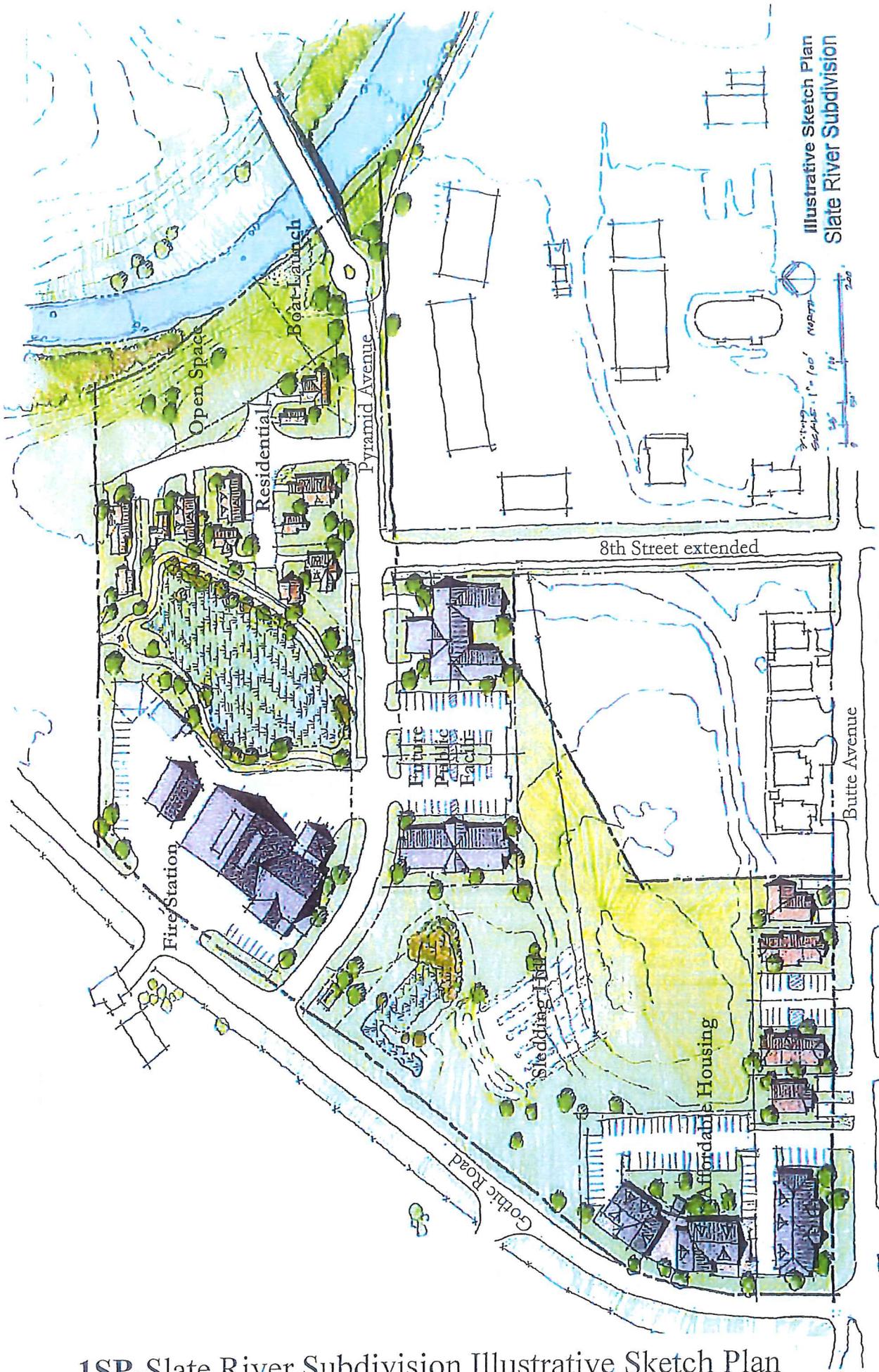
**1B-Annexation Map**

**1C-Slate River Major Subdivision Preliminary Plan**

**1D-Applicant Retained Land Subdivision Preliminary Plan**

**1E-Slate River Preliminary/Final Construction Drawings**





Illustrative Sketch Plan  
Slate River Subdivision

ISP-Slate River Subdivision Illustrative Sketch Plan



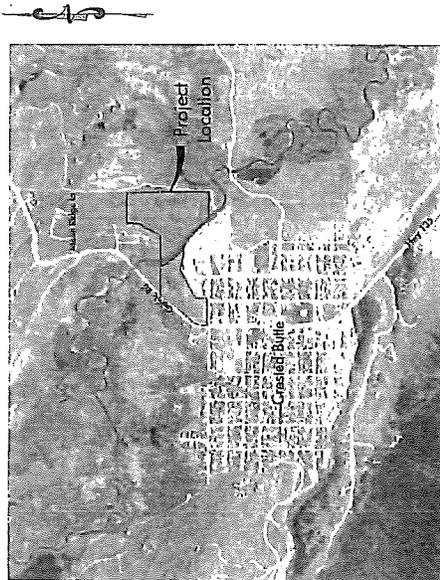






# Slate River Development

## Preliminary Plan for Major Impact Project



Vicinity Map

**Scope of Work, Preliminary/Final Plans**  
 This plan set is to show the proposed work associated with the submitted combined Preliminary and Final Plans for the Gunnison County Major Impact Review Project in accordance with the County's Land Use Resolution. The overall property consists of approximately 44.50 acres directly north of the Town of Crested Butte and their Public Works Yard. The Slate River bisects the property into a western portion (the "West Parcel") and an eastern portion (the "East Parcel"). The East Parcel is approximately 30.4 acres more or less. The West Parcel is approximately 14.1 acres more or less.

The applicant is proposing to develop the East Parcel into 23 residential lots and one home owners lot (the "Project") through the County's land use change process. This plan set shows the proposed infrastructure and site improvements for the development of the East Parcel. Part of the development of the East Parcel includes improvements to the West Parcel as part of the Project but will be located in specific designated easements within the West Parcel. Also, improvements include and show utility connections and improvements off the property where they connect into the Town of Crested Butte's utility system.



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Project Engineer  
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Owner / Applicant

Cypress foothills, L.P.  
 8343 Douglas Ave., Suite 200  
 Dallas, TX 75225  
 Cameron Aderhold

County Review Set  
 March 2017



Know what's below.  
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CNCC 1-800-922-1987

Sheet Index

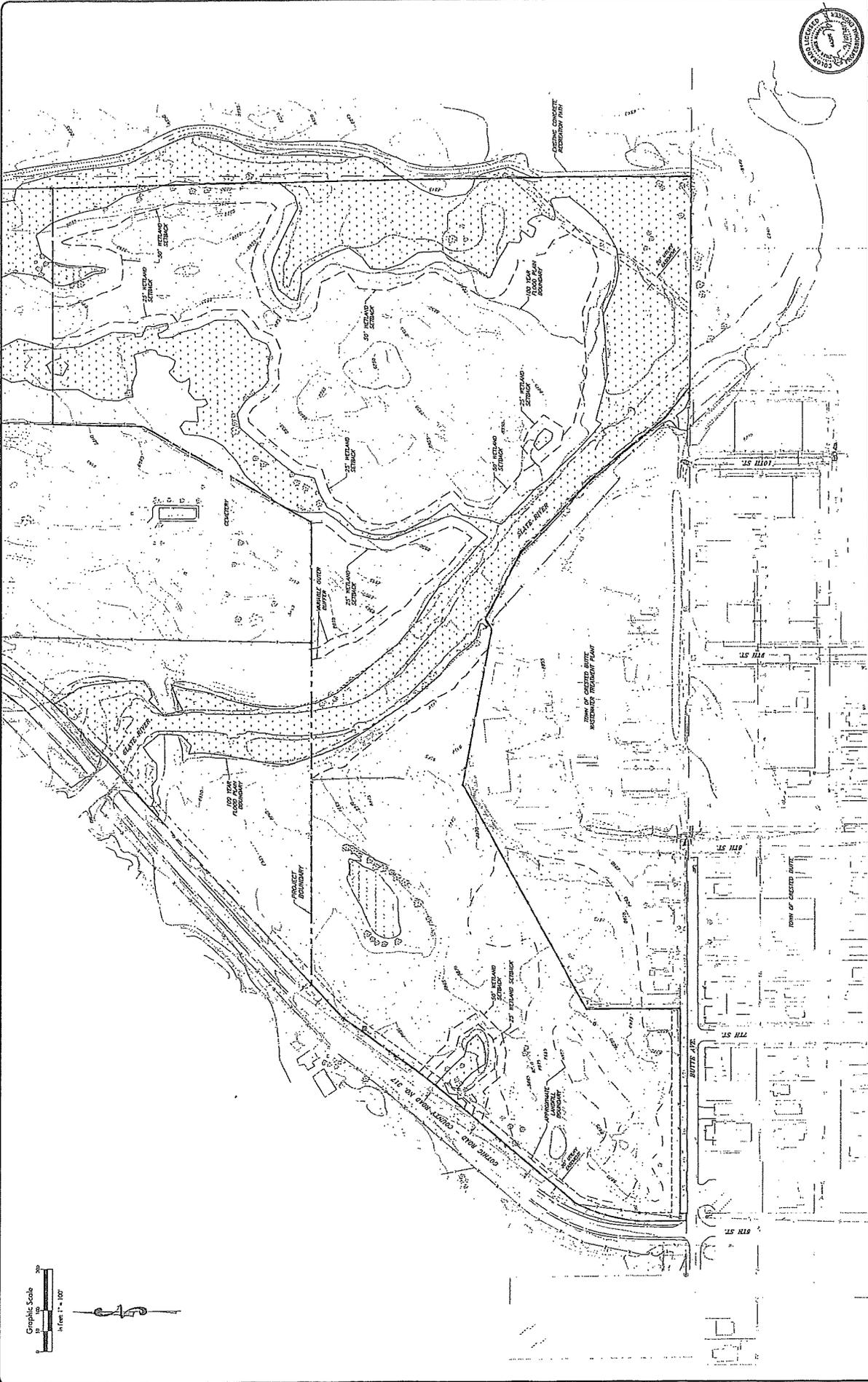
Cover Sheet	Notes, Abbreviations & Legend
1	Notes
2	Existing Conditions Plan
3	Overall Site Plan
4	Road Index Sheet
5	Pyramid Ave Plan & Profile Sta 1+00 To Sta 10+00
6	Pyramid Ave Plan & Profile Sta 10+00 To Sta 21+00
7	Pyramid Ave Plan & Profile Sta 21+00 To Sta 29+67.66
8	Pyramid Ave Plan & Profile Sta 29+67.66 To Sta 38+50
9	Pyramid Ave Plan & Profile Sta 38+50 To Sta 49+00
10	Pyramid Ave Plan & Profile Sta 49+00 To Sta 52+00
11	Pyramid Ave Plan & Profile Sta 52+00 To Sta 56+94.23
12	Pyramid Ave Sanitary Sewer Plan & Profile Sta 1+00 To Sta 21+00
13	Pyramid Ave Sanitary Sewer Plan & Profile Sta 21+00 To Sta 29+66.66
14	Pyramid Ave Sanitary Sewer Plan & Profile Sta 29+67.66 To Sta 38+50
15	Pyramid Ave Sanitary Sewer Plan & Profile Sta 38+50 To Sta 49+00
16	Pyramid Ave Sanitary Sewer Plan & Profile Sta 49+00 To Sta 52+00
17	Pyramid Ave Sanitary Sewer Plan & Profile Sta 52+00 To Sta 56+94.23
18	Waterline Index Sheet
19	W11 - Waterline Plan & Profile Sta 60+00 To Sta 71+00
20	W12 - Waterline Plan & Profile Sta 71+00 To Sta 81+60
21	W13 - Waterline Plan & Profile Sta 81+60 To Sta 94+72.34
22	W13 - Waterline Plan & Profile Sta 110+00 To Sta 113+11.39
23	W13 - Waterline Plan & Profile Sta 113+11.39 To Sta 129+00
24	Road & Trail Details
25	Drainage Details
26	Town Of Crested Butte Standard Water & Sewer Details
27	Lift Station & Misc Details
28	Grading & Drainage Plan West Side
29	Grading & Drainage Plan East Side
30	Permitting Bridge Layout
31	Slate River Bridge General Layout



#	Revision	Date	By
1			







Job No.	2015-201-003
Drawn by	JL
Check by	3/10/2015
Date	
Scale	1" = 100'
Sheet	3
Total	31

Existing Conditions Plan

#	Revision	Date	By
1			

Slate River Development  
Preliminary Plan for Major Impact Project

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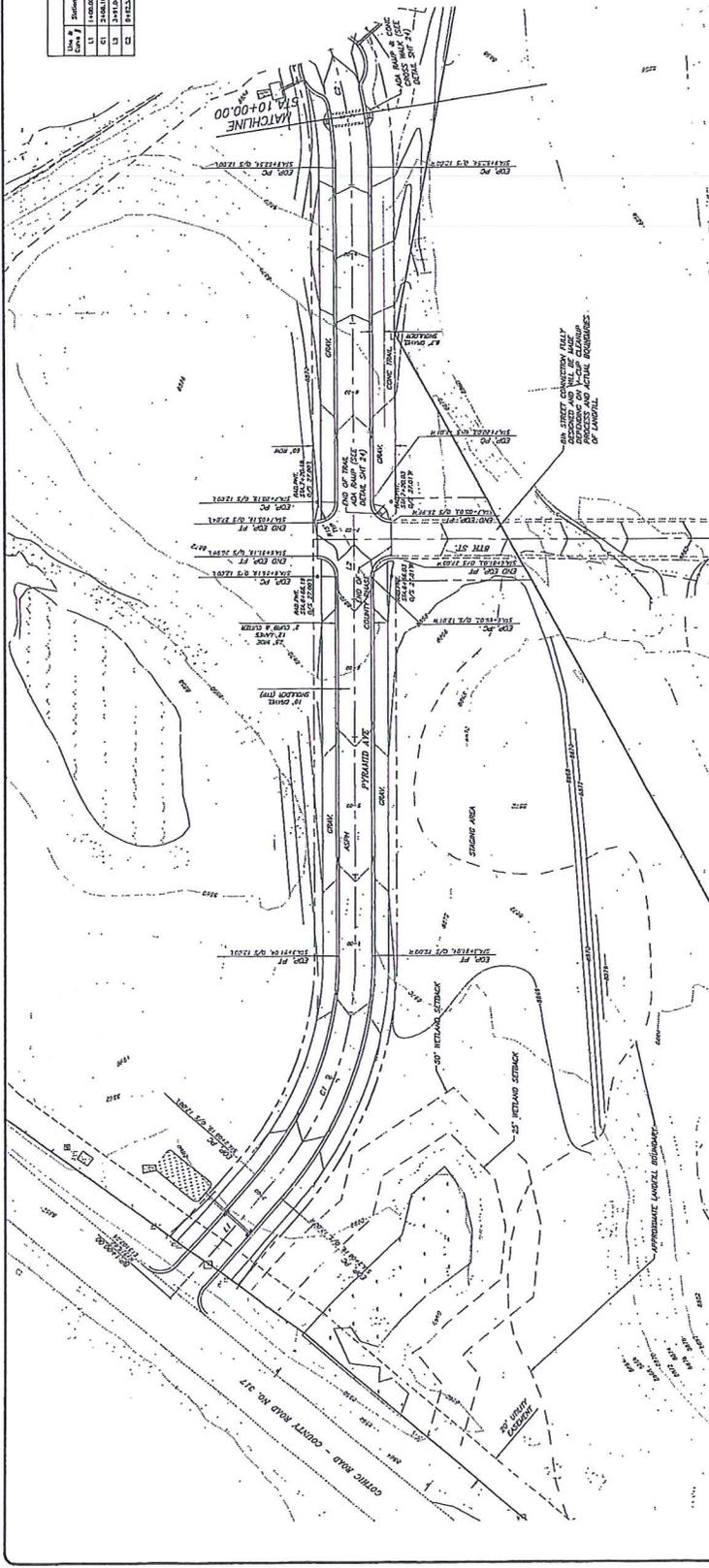
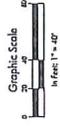
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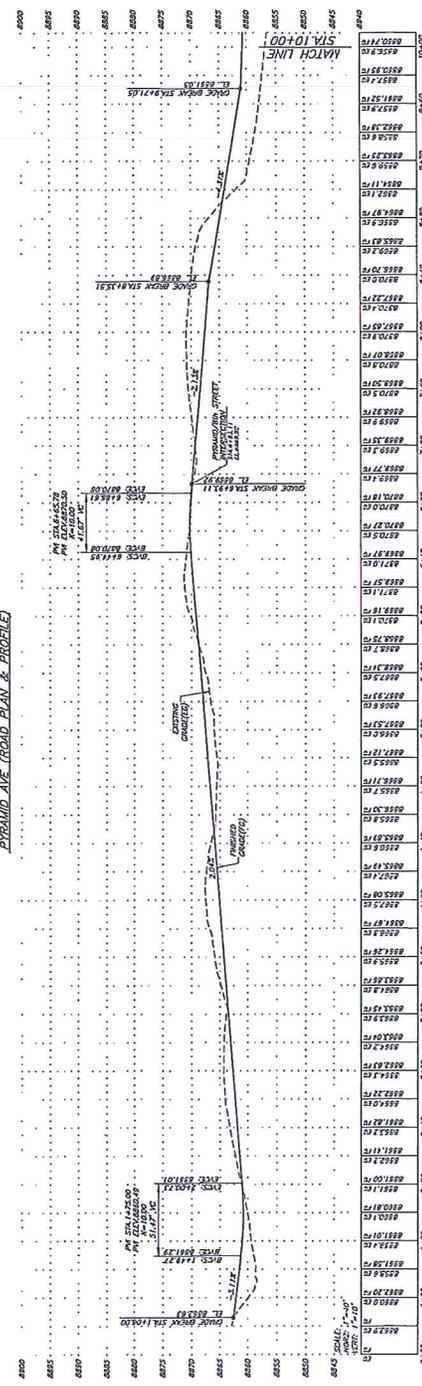




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| 12      | 1400.00 | 1467.31 | 1534.62 | 1601.93 | 1669.24 | 1736.55 | 1803.86 | 1871.17 | 1938.48 |
| 13      | 1400.00 | 1467.31 | 1534.62 | 1601.93 | 1669.24 | 1736.55 | 1803.86 | 1871.17 | 1938.48 |
| 14      | 1400.00 | 1467.31 | 1534.62 | 1601.93 | 1669.24 | 1736.55 | 1803.86 | 1871.17 | 1938.48 |
| 15      | 1400.00 | 1467.31 | 1534.62 | 1601.93 | 1669.24 | 1736.55 | 1803.86 | 1871.17 | 1938.48 |



PYRAMID AVE (ROAD PLAN & PROFILE)



Job No. 2015-01-002

Drawn by: SK

Date: 3/10/2017

Doc. No. 1

File: 1777-001

6

31

Pyramid Ave  
Plan & Profile  
Sta 1+00 to Sta 10+00

By

Date

Revision

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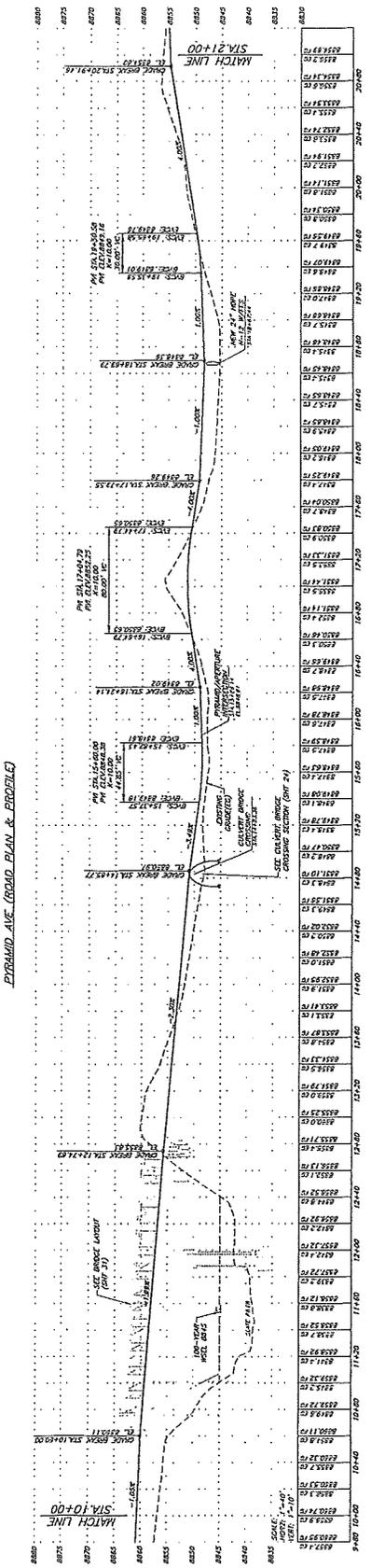
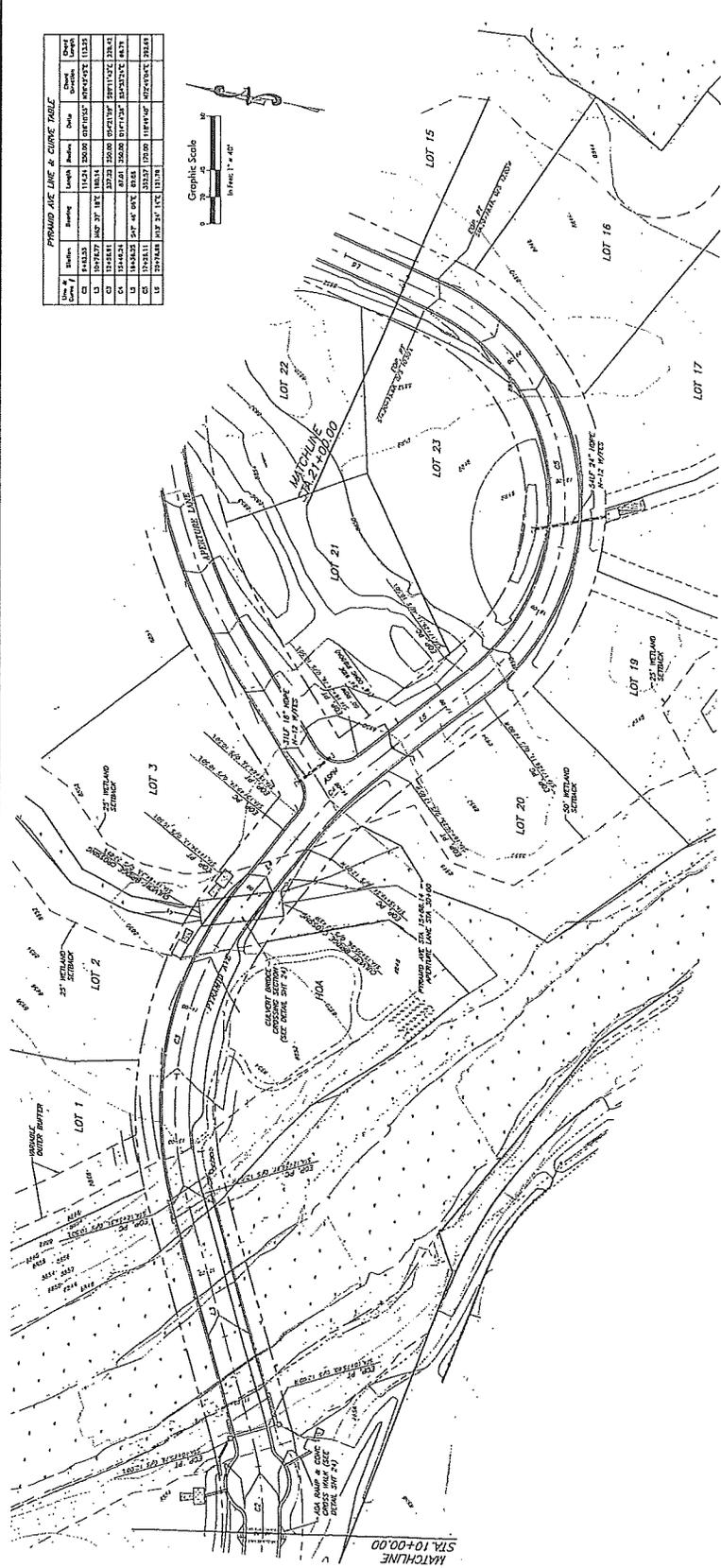
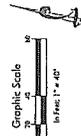
Slate River Development  
Preliminary Plan for Major Impact Project

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CO 80102  
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Not For  
Construction

**PIRAMID AVE LINE & CURVE TABLE**

Line #	Station	Length	Radius	Date	Sheet
1	0+00.00	114.24	1000.00	07/10/2013	13.57
2	114.24	1000.00	1000.00	07/10/2013	13.57
3	214.24	1000.00	1000.00	07/10/2013	13.57
4	314.24	1000.00	1000.00	07/10/2013	13.57
5	414.24	1000.00	1000.00	07/10/2013	13.57
6	514.24	1000.00	1000.00	07/10/2013	13.57
7	614.24	1000.00	1000.00	07/10/2013	13.57
8	714.24	1000.00	1000.00	07/10/2013	13.57
9	814.24	1000.00	1000.00	07/10/2013	13.57
10	914.24	1000.00	1000.00	07/10/2013	13.57
11	1014.24	1000.00	1000.00	07/10/2013	13.57
12	1114.24	1000.00	1000.00	07/10/2013	13.57
13	1214.24	1000.00	1000.00	07/10/2013	13.57
14	1314.24	1000.00	1000.00	07/10/2013	13.57
15	1414.24	1000.00	1000.00	07/10/2013	13.57



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 Gambier, CO 81230  
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**Pyramid Ave Plan & Profile**  
 Sta 10+00 to Sta 21+00

**State River Development**  
 Preliminary Plan for Major Impact Project

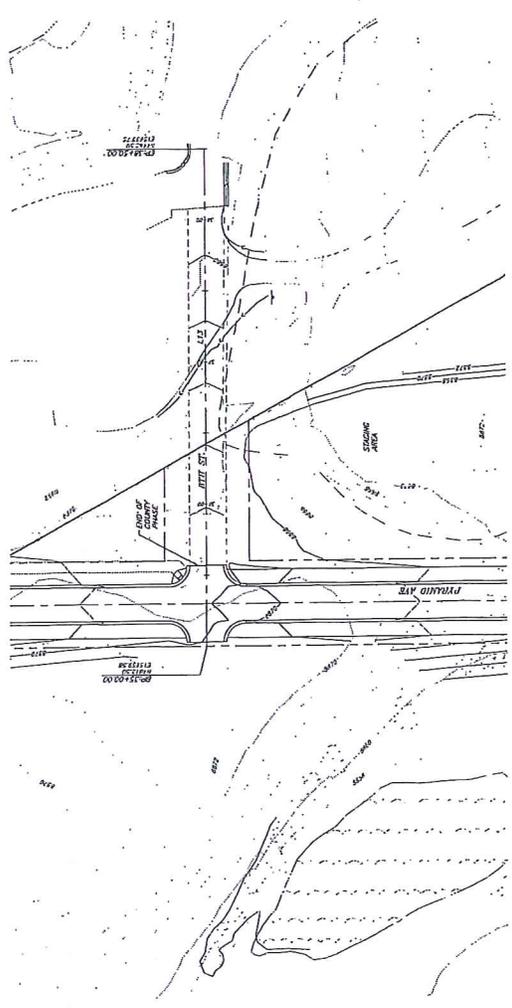
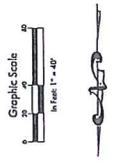
#	Revision	Date	By
1			

Job No. 2015201.002  
 Drawn By: SK  
 Date: 3/10/2017  
 Scale: - FE  
 Sheet: 31 of 31

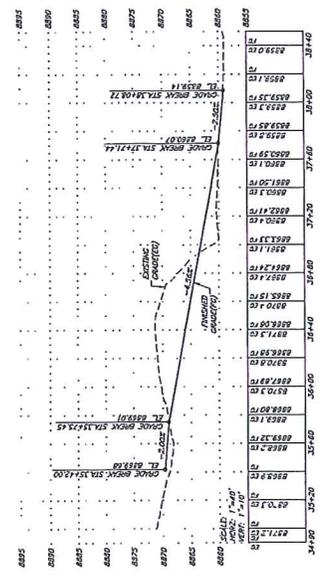
Preliminary Not For Construction

**APPROPRIATE LANE, LANE & CURVE TABLE**

Line #	Station	Beginning	Length	Radius	Delta	Center	Chord
101	35+00.00	35+00.00	100.00	1000.00	36.00	35+00.00	100.00



8TH STREET (ROAD PLAN & PROFILE)



NOTE: 8TH STREET CONNECTION WILL BE MADE FROM 14" DWP CLEARANCE SHOULDER AND LAND FILL MATERIAL IS ANTICIPATED IN 8TH STREET ROW ON TOWNSHIP OF CRESTED BUTTE PROPERTY.

Job No.	2015-201-002
Drawn by	SK
Date	3/10/2017
Checked by	TH
Date	
Scale	1" = 40'

8th Street  
Plan & Profile  
Sta 35+00 to Sta 38+50

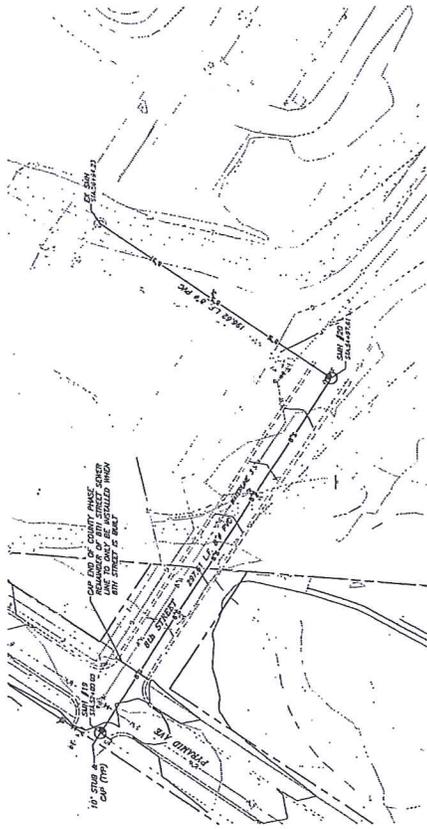
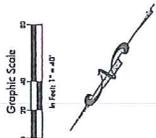
Date	By	Revision

Slate River Development  
Preliminary Plan for Major Impact Project

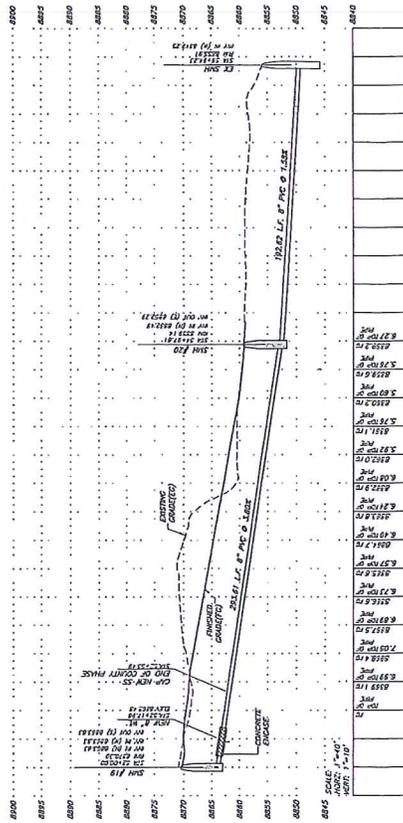


Preliminary  
Not For  
Construction





8th STREET SANITARY SEWER



Job No.	2015-001.002
Drawn by	JK
Date	7/10/2017
DC	- PE
TH	CH
File	

8th Street Sanitary Sewer  
Plan & Profile  
Sta 52+00 to Sta 56+94.23

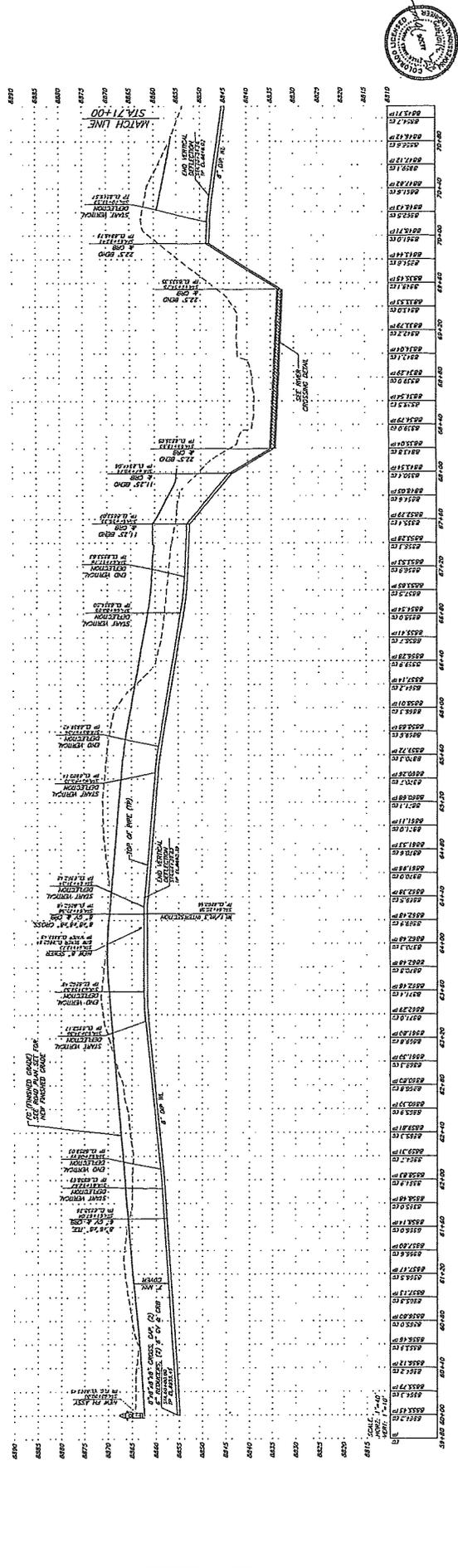
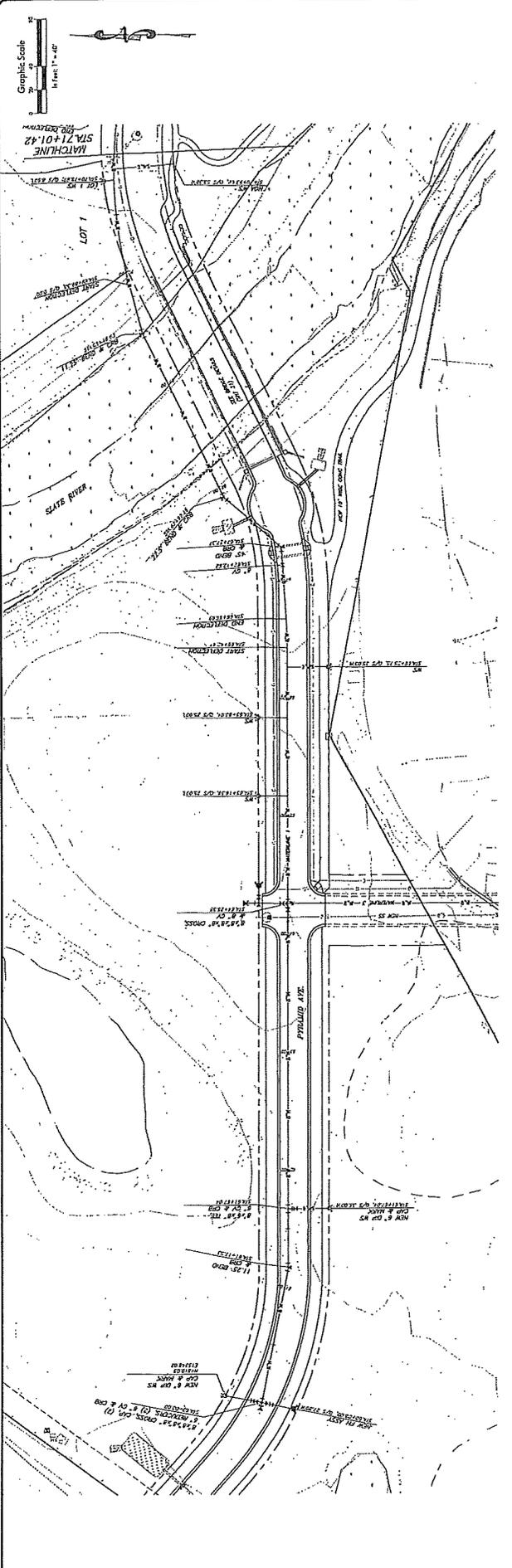
#	Date	By	Revision
1			

Slate River Development  
Preliminary Plan for Major Impact Project



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Construction





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**WLI - Waterline**  
 Plan & Profile  
 Sta 60+00 to Sta 71+00

Revision		Date	By
1			

Job No. 2015201.002	Scale 1" = 40'
Drawn by: SK	Check: SK
Date: 2/10/2017	Doc: -
File: -	Plot: -

18 of 31  
 2/10/2017

Preliminary  
 Not For  
 Construction















## Attachment 2

### 2-Slate River Subdivision Parcel Description

## 2-Slate River Subdivision Parcel Description

### Parcel Description

A PARCEL OF LAND, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 86 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF GUNNISON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 35 TO BEAR SOUTH 88°44'53" EAST, A DISTANCE OF 2650.61 FEET BETWEEN A FOUND GLO BRASS CAP ON IRON PIPE BENT OVER TOWARDS SOUTH WITH SPIKE NAIL ON NORTH SIDE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 86 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND A FOUND PIPE WITH 3 1/4" ALUMINUM CAP "PLS 18480" AT THE SOUTH QUARTER CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 86 WEST OF THE 6TH PRINCIPAL MERIDIAN WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SAID SOUTHWEST CORNER OF SECTION 35, THENCE ALONG THE SAID SOUTH LINE OF SECTION 35, SOUTH 88°44'53" EAST, A DISTANCE OF 130.17 FEET TO THE SOUTHWEST CORNER OF APERTURE AND TO THE POINT OF BEGINNING;

THENCE NORTH 00°58'59" EAST, A DISTANCE OF 117.71 FEET; THENCE 155.76 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 441.26 FEET, AND AN INTERIOR ANGLE OF 20°13'31", SUBTENDED BY A CHORD BEARING NORTH 17°18'37" EAST, A DISTANCE OF 154.96 FEET; THENCE NORTH 40°54'37" EAST, A DISTANCE OF 238.91 FEET; THENCE NORTH 41°04'08" EAST, A DISTANCE OF 207.37 FEET; THENCE NORTH 36°49'23" EAST, A DISTANCE OF 88.19 FEET; THENCE NORTH 36°49'22" EAST, A DISTANCE OF 185.49 FEET; THENCE NORTH 47°11'16" EAST, A DISTANCE OF 116.48 FEET; THENCE SOUTH 89°01'05" EAST, A DISTANCE OF 547.25 FEET; THENCE SOUTH 19°37'46" EAST, A DISTANCE OF 77.29 FEET; THENCE SOUTH 31°49'16" EAST, A DISTANCE OF 178.03 FEET; THENCE SOUTH 38°17'42" EAST, A DISTANCE OF 69.67 FEET; THENCE SOUTH 38°17'42" EAST, A DISTANCE OF 45.48 FEET; THENCE SOUTH 51°38'53" EAST, A DISTANCE OF 17.47 FEET; THENCE SOUTH 51°38'53" EAST, A DISTANCE OF 23.23 FEET; THENCE SOUTH 41°07'29" EAST, A DISTANCE OF 87.35 FEET; THENCE SOUTH 65°35'08" EAST, A DISTANCE OF 53.68 FEET TO A NORTHEASTERLY CORNER OF TRACT 1, DYER SUBDIVISION; THENCE ALONG THE NORTHERLY LINE OF SAID TRACT 1 SOUTH 61°58'55" WEST, A DISTANCE OF 31.96 FEET; THENCE NORTH 78°31'14" WEST, A DISTANCE OF 381.57 FEET; THENCE SOUTH 61°58'55" WEST, A DISTANCE OF 620.66 FEET; THENCE ALONG THE WEST LINE OF TRACT 1, DYER SUBDIVISION SOUTH 00°57'13" WEST, A DISTANCE OF 226.55 FEET; THENCE DEPARTING SAID WEST LINE NORTH 89°02'47" WEST, A DISTANCE OF 495.36 FEET; THENCE SOUTH 00°57'12" WEST, A DISTANCE OF 15.18 FEET; THENCE NORTH 88°44'53" WEST, A DISTANCE OF 17.52 FEET TO THE POINT OF BEGINNING;

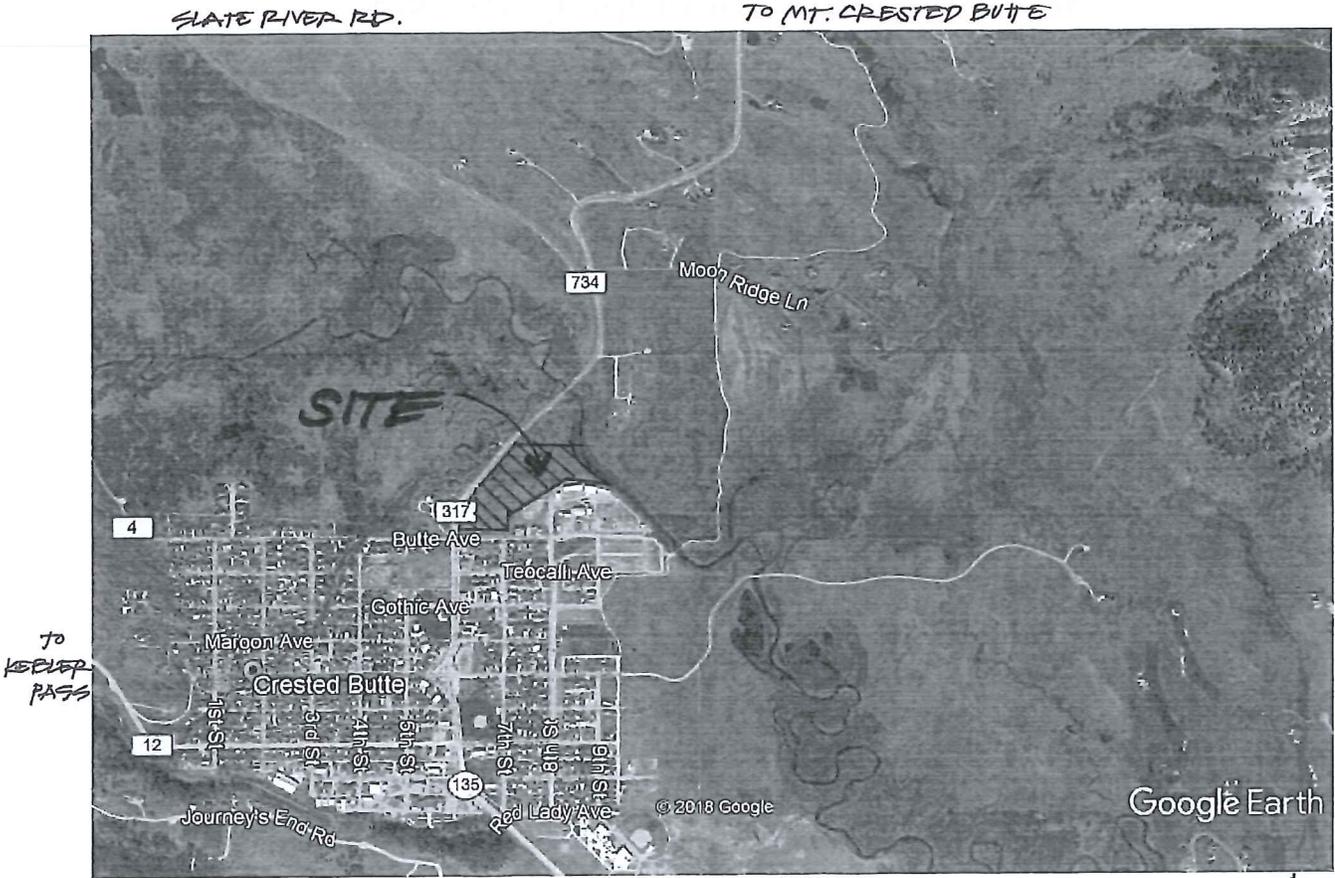
SAID PARCEL CONTAINING 616,663 SQ.FT. OR 14.16 ACRES, MORE OR LESS.

## **Attachments 3A-B**

**3A-Vicinity/Site Context Map**

**3B-List of Adjacent Property Owners**

# 3A-Vicinity/Site Context Map



Google Earth

TO GUNNISON



Vicinity/Context Map

# 3B-List of Adjacent Property Owners

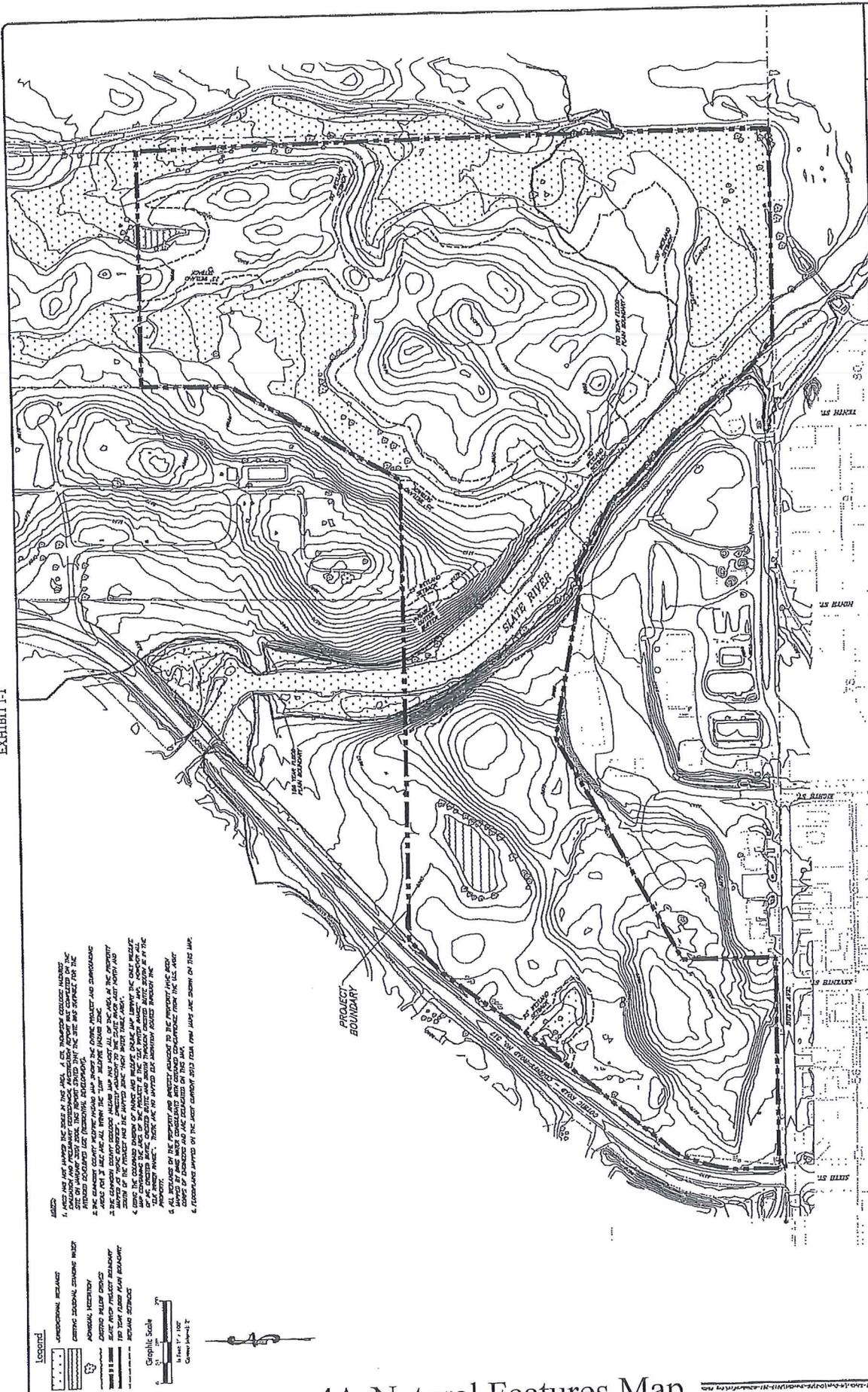
FPI#	OWNER	CONTACT	MAILADDRESS	TOWN	STATE	ZIP	PHYSICALAD	LEGAL
01001	MEREDITH WAYNE	CHRISTINE KAPUSHION	BOX 343	CRESTED BUTTE	CO	81224-0343	531 BUTTE	ANNEXED-NO OF B1 ON GOTHIC RD
01010	SIXTH STREET STATION LLC	%ROBERT BROTHERTON	BOX 970	CRESTED BUTTE	CO	81224		B1 L1-5
01060	FAUST MT PROPERTIES		BOX 672	CRESTED BUTTE	CO	81224	512 BUTTE	B1 L6-7
01081	MOUNTAIN ASSET PARTNERS LLC		501 S EAST ST - BOX 64	WEIMAR	TX	78962	508 BUTTE	B1 L8-9
	1260 RUTH KAPUSHION FAMILY PARTNERSHIP		BOX 343	CRESTED BUTTE	CO	81224		
56311	BLASER NICOLE		BOX 964	CRESTED BUTTE	CO	81224-0964	11 SEVENTH CHURCH CONDOS NORTH UNIT	B56 E5' OF N/2L29 N/2L30-32
56011	PERRON LESLIE C		1001 LINDRIDGE WAY	ATLANTA	GA	30324	1A SEVENTH	B56 N/2 L1-3 E5' OF N/2 L4
56012	HERRINGER WILLIAM		BOX 3493	DURANGO	CO	81302	18 SEVENTH	B56 N/2 L1-3 E5' OF N/2 L4
56021	HRUZEWICZ KRISTI		2307 COTTON COURT	SANTA ROSA	CA	95401-7800	5 SEVENTH	B56 S/2 L1-3 E5' OF S/2 L4
56050	BRAKEFIELD CHRISTINE & JEFFREY		480 6 MILE RD NE	COMSTOCK PARK	MI	49321		B56 W20'L4 L5 E2.5'L6
	BUTTE VIEW PROPERTIES LLC		300 E 40TH ST APT 21C	NEW YORK	NY	10016-2142	620 BUTTE AVE UNIT A	
56081	INDOVINO JAY & JILL		1 WYDOWN TERRACE ST	ST LOUIS	MO	63105	616 BUTTE	B56 L8-10 PARADISE VIEW TOWNHOUSE #1
56083	MCDOWELL, HEATHER & TODD EGGERBRATEN		BOX 1512	CRESTED BUTTE	CO	81224	618 BUTTE	
56111	GAS CAFE LLC		BOX 2119	CRESTED BUTTE	CO	81224-2119	602 BUTTE--PARADISE DIVIDE CONDOS	B56 L11-16 CONDOS ONLY
	WRH REVOCABLE TRUST		3953 SE 17TH PL	CAPE CORAL	FL	33904-4466	602 BUTTE--PARADISE DIVIDE CONDOS	
	TRIPLE DOG DARE LLC		BOX 2072	CRESTED BUTTE	CO	81224	602 BUTTE--PARADISE DIVIDE CONDOS	
	WILCOX, PHYLLIS T		69665 SOLAR RD	MONTROSE	CO	81403-8667	602 BUTTE--PARADISE DIVIDE CONDOS	
	TWO KINDS OF SPURS LLC	C/O GAS CAFÉ	BOX 2119	CRESTED BUTTE	CO	81224	602 BUTTE--PARADISE DIVIDE CONDOS	
56171	MCCNELL WALLACE		BOX 52	CRESTED BUTTE	CO	81224-0052	16 SIXTH	B56 L17-21
56221	TEOCALI TAVERN LLC		BOX 1332	CRESTED BUTTE	CO	81224	615 TEOCALLI	B56 L22-25
56261	BARNARD MICHAEL & KIM		908 W 1ST ST	MT PLEASANT	TX	75455-4302	619 TEOCALLI	B56 L26 W22.5'L27
	DRUCKER, MARK & ALLISON		BOX 44	CRESTED BUTTE	CO	81224	621 TEOCALLI	
56281	CHATWOOD MIMI		BOX 2330	CRESTED BUTTE	CO	81224	623 TEOCALLI	B56 E2.5'L27 L28 W20'L29
56301	ROBINSON MARGARET & BRIAN		BOX 2141	CRESTED BUTTE	CO	81224	629 TEOCALLI	B56 E5' OF S/2L29 S/2L30-32 TEOCALLI TOWNHOMES V
56302	KAUFFMAN ROBERT		3331 D'AMICO ST APT #902	HOUSTON	TX	77019	15 SEVENTH	B56 E5' OF S/2L29 S/2L30-32 TEOCALLI TOWNHOMES E
56321	ELLINGTON CURTIS & LYNDA		10 BELFRY DR	GREER	SC	29650	13 SEVENTH CHURCH CONDOS SOUTH UNIT	B56 E5' OF N/2L29 N/2L30-32
57011	COSGROVE REV TRUST	C/O THOMAS & ALAINE COSGROVE	707 BUTTONBUSH LN	NAPLES	FL	34108	730 BUTTE	B57 L1-2
57031	TOMCAK AARON S & HEATHER LEE		BOX 2556	CRESTED BUTTE	CO	81224	726 BUTTE	B57 L3-4
57050	SABROSA LLC	C/O PETER BOGARDUS	60 MIRABEL AVE	MILL VALLEY	CA	94941		B57 L5-6
57071	ROSSMAN ROBERT		BOX 3367	CRESTED BUTTE	CO	81224-3367	720 BUTTE	B57 L7-8
57091	RAINES MARY & BRIAN		BOX 1846	CRESTED BUTTE	CO	81224	714 BUTTE	B57 L9-10
57111	HENKEL JAMES & EMILY		2288 S ISABELL ST	LAKEWOOD	CO	80228	710 BUTTE	B57 L11-12
57131	ORTGESSEN LUKE & MEGAN		54 WILLOWLEAF DR	LITTLETON	CO	80127	6 SEVENTH	B57 N/2 L13-16
57151	DRAKER KAREN & JOSEPH		800 S LAMAR BLVD	AUSTIN	TX	78704	8 SEVENTH	B57 S/2 L13-16
57171	701 TEOCALLI LLC		11106 EDGEMERE RD	DALLAS	TX	75230	701 TEOCALLI	B57 L17-18
57191	DANNA HUMPHREYS REVOCABLE TRUST		BOX 1100	OKLAHOMA CITY	OK	73101	705 & 705 1/2 TEOCALLI	B57 L19-20
57211	BARRETT CHRISTOPHER R	&DEBORAH A YOUNG	7150 GREENBROOK LN	DALLAS	TX	75214	711 TEOCALLI	B57 L21-23
57241	MARTINEAU TYLER & LAURA		BOX 41	CRESTED BUTTE	CO	81224	715 TEOCALLI	B57 L24-26
57311	HORNHOLTZ ROBERT & JOHNNA		BOX 2896	CRESTED BUTTE	CO	81224-2896	731 TEOCALLI	B57 L31-32
56082	KEZSBOM EVAN		BOX 1242	CRESTED BUTTE	CO	81224	614 BUTTE	B56 L8-10 PARADISE VIEW TOWNHOUSE #2
78021	BELL CARMEN		BOX 2961	CRESTED BUTTE	CO	81224	809 TEOCALLI	B78 TRACT 2 PARADISE PARK
78022	ROSS EVAN		BOX 2963	CRESTED BUTTE	CO	81224	811 TEOCALLI	B78 TRACT 2 PARADISE PARK
79011	HORN MICHAEL & LORI		BOX 3954	CRESTED BUTTE	CO	81224	7 TENTH ST	B79 L1 PARADISE PARK SUBDIV
79031	SEKATZ WARREN	&HEATHER ALLYN	BOX 2112	CRESTED BUTTE	CO	81224	926 BUTTE AVE	B79 L3 PARADISE PARK SUBDIV
79050	HOSKIN, BRICE & KAREN		BOX 3086	CRESTED BUTTE	CO	81224	918 BUTTE AVE	
79061	CARPENTER KAT & JOEY		BOX 4385	CRESTED BUTTE	CO	81224	914/916 BUTTE	B79 L6 PARADISE PARK SUBDIV
79062	KOETHER, JEFF & ROBERT		BOX 4216	CRESTED BUTTE	CO	81224	914/916 BUTTE	
79070	ALLEN ANDREW		BOX 14	CRESTED BUTTE	CO	81224	910 BUTTE AVE	B79 L7 PARADISE PARK SUBDIV
79091	EMERY KEVIN & SUSAN		BOX 3721	CRESTED BUTTE	CO	81224	902 BUTTE AVE	B79 L9 PARADISE PARK SUBDIV
79121	COWHERO DAVID KENT		BOX 1982	CRESTED BUTTE	CO	81224	901 TEOCALLI AVE	B79 L12 PARADISE PARK SUBDIV
79131	HITEMAN, TARA		BOX 4317	CRESTED BUTTE	CO	81224	922/924 BUTTE AVE	
79141	PHILBIN, ELIZABETH						922/924 BUTTE AVE	
79151	GOLDSTONE BETH		BOX 1743	CRESTED BUTTE	CO	81224	915 TEOCALLI AVE	B79 L15 PARADISE PARK SUBDIV
79160	GUNNISON RE1 SCHOOL DISTRICT		800 N BOULEVARD ST	GUNNISON	CO	81230	919/921 TEOCALLI AVE	
79171	WEST CARSON	& SASHA CHUDACOFF	BOX 3444	CRESTED BUTTE	CO	81224	923 TEOCALLI AVE	B79 L17 PARADISE PARK SUBDIV
80041	MAIN TREVOR		BOX 493	CRESTED BUTTE	CO	81224	14 TENTH ST	B79 L4 PARADISE PARK SUBDIV
79142	DALPARO-MCDOWELL CHELSEA		BOX 1602	CRESTED BUTTE	CO	81224	911 TEOCALLI UNIT B	B79 L14 HOMEWARD FOUND UNIT B
78040	CRESTED BUTTE FIRE PROTECTION DISTRICT		BOX 1009	CRESTED BUTTE	CO	81224	819/821/823 TEOCALLI AVE	
97000	ROSSIGNOL VINCENT H		PO BOX 861	CRESTED BUTTE	CO	81224	711 BUTTE AVE UNIT F, CRESTED BUTTE	UNIT F POVERTY GULCH CONDOS #498186
97000	COLLIN DOUGLAS K		PO BOX 2246	CRESTED BUTTE	CO	81224	721 BUTTE AVE UNIT I, CRESTED BUTTE	UNIT I POVERTY GULCH CONDOS #650917
97000	FULD SARAH E		PO BOX 981	CRESTED BUTTE	CO	81224	705 BUTTE AVE UNIT B, CRESTED BUTTE	UNIT B POVERTY GULCH CONDOS AMENDEO #498206
97000	CARTER LISBETH G		PO BOX 1114	CRESTED BUTTE	CO	81224	717 BUTTE AVE UNIT G, CRESTED BUTTE	UNIT G POVERTY GULCH CONDOS #498637
97000	SCHMIDT JAMES A		PO BOX 755	CRESTED BUTTE	CO	81224	711 BUTTE AVE UNIT D, CRESTED BUTTE	UNIT D POVERTY GULCH CONDOS #498199
97000	GARVEY KAMILIEE M		PO BOX 272	CRESTED BUTTE	CO	81224	717 BUTTE AVE UNIT H, CRESTED BUTTE	UNIT H POVERTY GULCH CONDOS #590954
97000	HAMMER TYLER		PO BOX 2798	CRESTED BUTTE	CO	81224	705 BUTTE AVE UNIT A, CRESTED BUTTE	UNIT A POVERTY GULCH CONDOS AMENDEO #645192
97000	CHOY LESLIE J		PO BOX 1354	CRESTED BUTTE	CO	81224	711 BUTTE AVE UNIT C, CRESTED BUTTE	UNIT C POVERTY GULCH CONDOS #498209
97000	REICH CHAD J		32 S SHANNON AVE	ATHENS	OH	45701-2008	711 BUTTE AVE UNIT E, CRESTED BUTTE	UNIT E POVERTY GULCH CONDOS #633065
97000	ARKOETTE DAVID F JR		PO BOX 1324	CRESTED BUTTE	CO	81224	721 BUTTE AVE UNIT J, CRESTED BUTTE	UNIT J POVERTY GULCH CONDOS #498519

## **Attachments 4A-B**

**4A-Natural Features Map, Topography**

**4B-Natural Features Map, Slope Analysis**

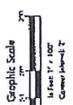
EXHIBIT I-1



**NOTES:**

1. THESE AND ANY OTHER INFORMATION SHOWN ON THIS MAP, INCLUDING ANY INFORMATION CONTAINED IN ANY OTHER MAPS, ARE FOR INFORMATION ONLY AND SHOULD NOT BE USED AS A BASIS FOR ANY DECISIONS OR ACTIONS.
2. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT AND SURROUNDING AREAS AND HAS FOUND NO OTHER INFORMATION THAT WOULD AFFECT THE ACCURACY OF THIS MAP.
3. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT AND SURROUNDING AREAS AND HAS FOUND NO OTHER INFORMATION THAT WOULD AFFECT THE ACCURACY OF THIS MAP.
4. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT AND SURROUNDING AREAS AND HAS FOUND NO OTHER INFORMATION THAT WOULD AFFECT THE ACCURACY OF THIS MAP.
5. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT AND SURROUNDING AREAS AND HAS FOUND NO OTHER INFORMATION THAT WOULD AFFECT THE ACCURACY OF THIS MAP.
6. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT AND SURROUNDING AREAS AND HAS FOUND NO OTHER INFORMATION THAT WOULD AFFECT THE ACCURACY OF THIS MAP.

- Legend**
- PROPOSED INFRASTRUCTURE
  - EXISTING INFRASTRUCTURE
  - PROPOSED VEGETATION
  - EXISTING VEGETATION
  - PROJECT BOUNDARY
  - EXISTING BOUNDARY
  - PROPERTY BOUNDARY
  - ADJACENT AREAS



U.S. No.	2013-01-001
Sheet No.	1
Date	12/22/2016
Scale	1" = 100'
Author	SSGM
Drawn	
Checked	
Reviewed	

EX I-2  
Natural Features Map

NO.	REVISION	DATE	BY
1	ISSUED FOR DESIGN	12/22/2016	SSGM

Slate River Development  
Sketch Plan for Major Impact Project

**SSGM**  
103 W. Truckee Ave., Suite A  
Eatonville, CO 81230  
970.641.5955 www.ssgm.com

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Construction

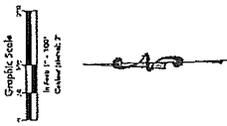
4A-Natural Features Map  
Topography

EXHIBIT I-2



SLOPE ANALYSIS TABLE			
AREA #	AREA	PERCENT	FOOTING
1	50%	100	10
2	10%	200	20
3	5%	300	30

Legend  
 --- ANTIPODIAL INFILLAGE  
 --- SLATE RIVER PROJECT BOUNDARY



<p><b>SSGM</b>          100 W. Trenchel Ave., Suite A          Colorado, CO 81001          970.411.5252    www.ssgm-ak.com</p>	<p>Slate River Development          Sketch Plan for Major Impact Project</p>	<p>EX I-2          Natural Features          Slope Analysis Map</p>	<p>2 of 2</p>
	<p>Project No. 2013201.001          Date: 3/27/2014          Author: JHE          Date: 3/27/2014</p>	<p>Drawn By: JHE          Date: 3/27/2014</p>	<p>2 of 2</p>

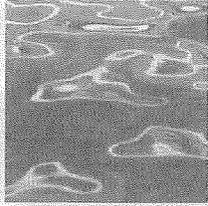
4B-Natural Features Map  
 Slope Analysis

Preliminary  
 Not For  
 Construction

## **Attachments 5A-B**

**5A-Wetlands Mapping**

**5B-Wetlands Quality and Buffers Evaluation**



**BIKIS**  
Water Consultants  
a division of  **SGM**

## WETLAND REPORT FOR THE SLATE RIVER DEVELOPMENT GUNNISON COUNTY, COLORADO

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Wetland Report for the Slate River Development  
Gunnison County, Colorado

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## 1.0 INTRODUCTION/PURPOSE

This report was prepared to describe the wetlands and related aquatic resources located on the proposed Slate River Development parcel in unincorporated Gunnison County, Colorado to assist with County's development approval process. The author of this report, Bikis Water Consultants, a division of SGM (BWC-SGM), has extensive experience with wetlands and related resources on the subject parcel starting in 2008. The information provided in this report is consistent with the Gunnison County Land Use Resolution (LUR), amended April 21, 2015, including Section 11-107: Protection of Water Quality.

## 2.0 BACKGROUND

The Slate River Development consists of approximately 44.5 acres of undeveloped mountain meadow on both sides of the Slate River in unincorporated Gunnison County, immediately north of the Town of Crested Butte. Figure 1 is a vicinity map. The owners of the property are proposing a residential development with a total of 23 single family residences and associated park and open space. The entire parcel on the east side of the Slate River, which consists of approximately 14 acres, will be separated out to go through the annexation process to the Town of Crested Butte at a later date.

Wetlands and other waters of the U.S. (e.g., ponds and watercourses) were originally delineated on the property by Western Ecological Resource, Inc. (WER) in 2007. This delineation was verified by the U.S. Army Corps of Engineers (Corps) in a letter dated June 19, 2008. Additional work on wetlands on the property was completed by Bikis Water Consultants, LLC (BWC) in 2008-2009. This updated wetland delineation was verified by the Corps in a letter dated February 4, 2010. This latest wetland delineation was valid for a period of five years (i.e., until February 4, 2015). A request for re-verification of the delineation was approved by the Corps in a letter dated May 22, 2015, which extends the verification for another five years.

## 3.0 STUDY METHODS

Wetlands were delineated on the property using the methods and criteria contained in the wetland delineation manual applicable to the area, which is the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Corps, 2010). Details on the methods can be found in the report "Wetland Delineation Report for the Slate River Addition" (BWC, March 2015).

## 4.0 WETLANDS ON PROPERTY

Figure 2 shows the approved wetland mapping for the Slate River Development property. The wetlands are summarized in Table 1. There is a total of 10.14 acres of wetlands at nine locations. However, four of these wetlands (designated Wetlands A, B, E, and the Pond Wetland) are not jurisdictional according to the Corps, so that the total area of jurisdictional

Wetland Report for the Slate River Development  
Gunnison County, Colorado

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wetlands on the property is 9.21 acres. It should also be noted that the Cemetery Wetland receives irrigation water from the Rozich Ditch and may be partially sustained by this water.

All of the wetlands would be classified as Palustrine emergent (persistent) or Palustrine scrub-shrub (broad-leaved deciduous) based on the U.S. Fish and Wildlife Service "Cowardin" classification system (Table 1).

The plant community in all of the wetlands is generally a mixture of upland and wetland species, with similar species in each wetland. The wetter portions of the wetlands tend to be dominated by wetland species, including water sedge (*Carex aquatilis*), beaked sedge (*Carex utriculata*), spike rush (*Eleocharis spp.*), pondweed (*Potamogeton spp.*), planeleaf willow (*Salix planifolia*), and Geyer's willow (*Salix geyeriana*). These species tend to be dominant in the wetter portions of the Cemetery and Pond Wetlands, and close to the river in the Slate River Wetland.

Dominant species in less wet areas of the wetlands include Baltic rush (*Juncus balticus*), tufted hair grass (*Deschampsia caespitosa*), field sedge (*Carex praegracilis*), redbud (*Agrostis gigantea*), meadow foxtail (*Alopecurus pratensis*), and shrubby cinquefoil (*Pentaphylloides floribunda*). Drier (upland) species also occur in drier portions of wetlands, including bluegrass (*Poa pratensis*), timothy (*Phleum pratense*), strawberry (*Fragaria virginiana*), dandelion (*Taraxacum officinale*), and yarrow (*Achillea millefolium*). Weeds which occur around the perimeters of the wetlands include creeping thistle (*Cirsium arvense*) and ox-eye daisy (*Luecanthemum vulgare*).

Soil information for the property does not exist in the Web Soil Survey. Soils in adjacent areas include Gas Creek sandy loam and Irim loam. Both of these soils are listed as hydric soils due to being poorly drained with a high water table during the growing season.

Based on field observations, the soil on the property generally consists of silty loam soil with some cobbles below 12 inches. Overall, the soil is a poor indicator of wetland conditions because it has a low chroma in both wetland and upland areas. Hydric indicators found included low chroma with some redoxymorphic features. Redoxymorphic features (depleted matrix) and oxidized rhizomes were found in soils by WER. Some peat occurs in the upper horizon of wetter soils on the site.

The primary source of water to the wetlands is seasonal, shallow groundwater. Wetlands close to the Slate River and in the southeastern portion of the property are also influenced by surface water and seasonal overbank flooding. Irrigation water from the Rozich Ditch also provides water to the cemetery wetland, and may be a primary source of water for this wetland.

It should be noted that some of the wetlands lacked any hydrologic indicators when observed by both BWC and WER, and the presence of hydrologic indicators was assumed in the delineation work.

In addition to the wetlands, the Slate River which flows through the property is a perennial channel and provides aquatic habitat. The reach on the property is generally run/riffle habitat with cobble substrate. Portions of the banks are incised with some erosion.

#### 4.1 FUNCTIONAL ASSESSMENT

BWC completed an assessment of the functions provided by the four largest wetlands on the property, known as the Slate River, East, Pond, and Cemetery Wetlands. None of the other wetlands on the site is large enough or has characteristics to potentially perform any wetland functions to a high degree. This assessment was based on fieldwork at the site in the summer and fall of 2008 (the wetlands were visited on August 12, 21, 22, and 25; September 18; and November 3, 2008), and review of relevant documents. Information on the presence of organic soils in the WER report was relied upon.

The degree that a wetland performs a function was determined using the qualitative rating system that David Cooper used in his March 1993 wetland mapping and functional assessment report for the Crested Butte region. This method is based on the procedure developed by Adamus and Stockwell in 1983 for the Federal Highways Administration.

The functional assessment found that all four of the wetlands provide groundwater discharge, flood storage, sediment retention, water quality improvement, and shoreline anchoring to a low to moderate degree. None of the wetlands provide functions to a high degree.

The wetlands perform functions related to wildlife habitat to a moderate degree. Observations of the East Wetland both in the field and on aerial photographs show that it is located very close to and affected by urban activities, including the pedestrian trail which runs parallel to this wetland on the property. There are a substantial amount of studies showing that the presence of trails in riparian and wetland areas negatively affects wildlife, including mammals, raptors, and songbirds. A reduction in numbers, diversity, and nesting success has been found. Off-trail use, which can be difficult to control, increases impacts. Another factor is that the East Wetland is not continuous on both ends with other wetlands or valuable wildlife habitats. The wetland terminates in an upland pasture with relatively heavy thistle infestation. These factors reduce the degree that the East Wetland performs wildlife functions.

The Slate River Wetland has relatively narrow bands of wetlands on both banks and is affected by existing development, including the Town of Crested Butte's wastewater treatment plant, pedestrian path, and Gothic Road, which limits wildlife movements. The wetlands along this reach of the river are a remnant of a larger complex that existed years ago. Portions of the banks are unstable and the channel shows evidence of downcutting. WER rated the wildlife function of the Slate River Wetland as being high, despite its characteristics. They also rated the degree to which the Pond Wetland performs wildlife functions high, but they had "low confidence" in this rating.

The ability of the Pond and Cemetery wetlands to provide functions for wildlife is also limited by their proximity to existing development and activity (i.e., Gothic Road for the Pond Wetland, and the Cemetery for the Cemetery Wetland).

The wetlands provide aquatic food chain support to a moderate degree. The band of willows along the Slate River is relatively narrow, which limits the contribution of leaves and twigs to the river. The East Wetland is isolated from the Slate River and Washington Gulch by the pedestrian path, which limits its connection with the river. Likewise, the Pond Wetland is isolated and lacks an outfall to connect it to the river. The Cemetery Wetland can convey organic matter to the Slate River.

All of the wetlands have the ability to trap sediment and enhance water quality.

## 5.0 WETLAND BUFFERS

Buffers were designated for the wetlands and Slate River, consistent with Section 11-107 of the County's LUR, and are shown on Figure 2. A 25-foot inner restrictive buffer was designated for most of the wetlands on the property and for the Slate River. There is an area along the river with slopes greater than 15 percent so that the 25-foot buffer starts at the top of this slope.

Per an agreement for sewer service from the Town of Crested Butte, a 50-foot buffer was used for the East Wetland (Figure 2).

## 6.0 EVALUATION OF PROPOSED DEVELOPMENT

Figure 3 is a sketch of the proposed development with the wetland delineation and buffers. The proposed development was carefully designed to consider the wetlands and Slate River and avoids impacts to these features for the most part. As Figure 3 shows, there are two areas where there could be relatively small impacts, as follows:

- **New bridge over Slate River.** The proposed new access road (shown as Road A on Figure 3) will cross over the Slate River near Lot 1. While only a conceptual design for the bridge has been completed, it may not be possible to completely span the river and wetlands so that one or more piers for the bridge could be in a wetland or the river. All effort will be made to avoid impacts to the river and wetlands, and the extent of unavoidable impacts will be minimized as is feasible.

In any event, the span of the new bridge will be located well above the water surface of the river so as to not interfere with recreation use or aquatic life movements.

- **Small road crossing near Lot 3.** It is not possible to avoid crossing the southern end of the Cemetery Wetland with the main access road (Road A) south of Lot 3 (Figure 3). The wetland at this location is a relatively narrow swale. The road crossing will be a fill

and culverted crossing which will be designed to allow for conveyance of water from the wetland to the Slate River, as occurs presently.

## 6.1 WATER QUALITY PROTECTION

Measures will be incorporated into the grading and drainage plans for the property to minimize adverse impacts on water quality both during and after construction. These measures will consider the presence of steep slopes, erodible soils, wetlands and the Slate River. The plans will also consider:

- minimizing the extent of disturbance and vegetation removal;
- maintaining existing flow paths on the property;
- locating stockpiles and work areas for construction away from wetlands and their buffers;
- prompt revegetation after disturbance; and,
- implementing an erosion control plan during construction.

## 7.0 REFERENCES

Bikis Water Consultants, LLC. Wetland Delineation Report for the Slate River Addition. March 2015.

U.S. Army Corps of Engineers. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region. May 2010.

Western Ecological Resource, Inc. Wetland Delineation Report & Functions and Values Assessment - the Foothills at Crested Butte. 2008.

# Table

**Table 1. Summary of Wetlands on Slate River Development<sup>(1)</sup>  
Cypress Foothills, LLP**

Label	Type <sup>(2)</sup>	Size (acres)	Status
Slate River Wetland	PEMI, PSSI	1.07	J
East Wetland	PEMI, PSSI	5.55	J
Cemetery Wetland*	PEMI	2.44	J*
Pond Wetland	PEMI	0.72	NJ
Wetland A	PEMI	0.02	NJ
Wetland B	PSSI	0.07	NJ
Wetland C	PEMI	0.03	J
Wetland D	PEMI	0.12	J
Wetland E	PEMI	0.12	NJ
<b>Total</b>		10.14	(9.21 Jurisdictional)

Notes:

J = jurisdictional under Section 404

NJ = non-jurisdictional

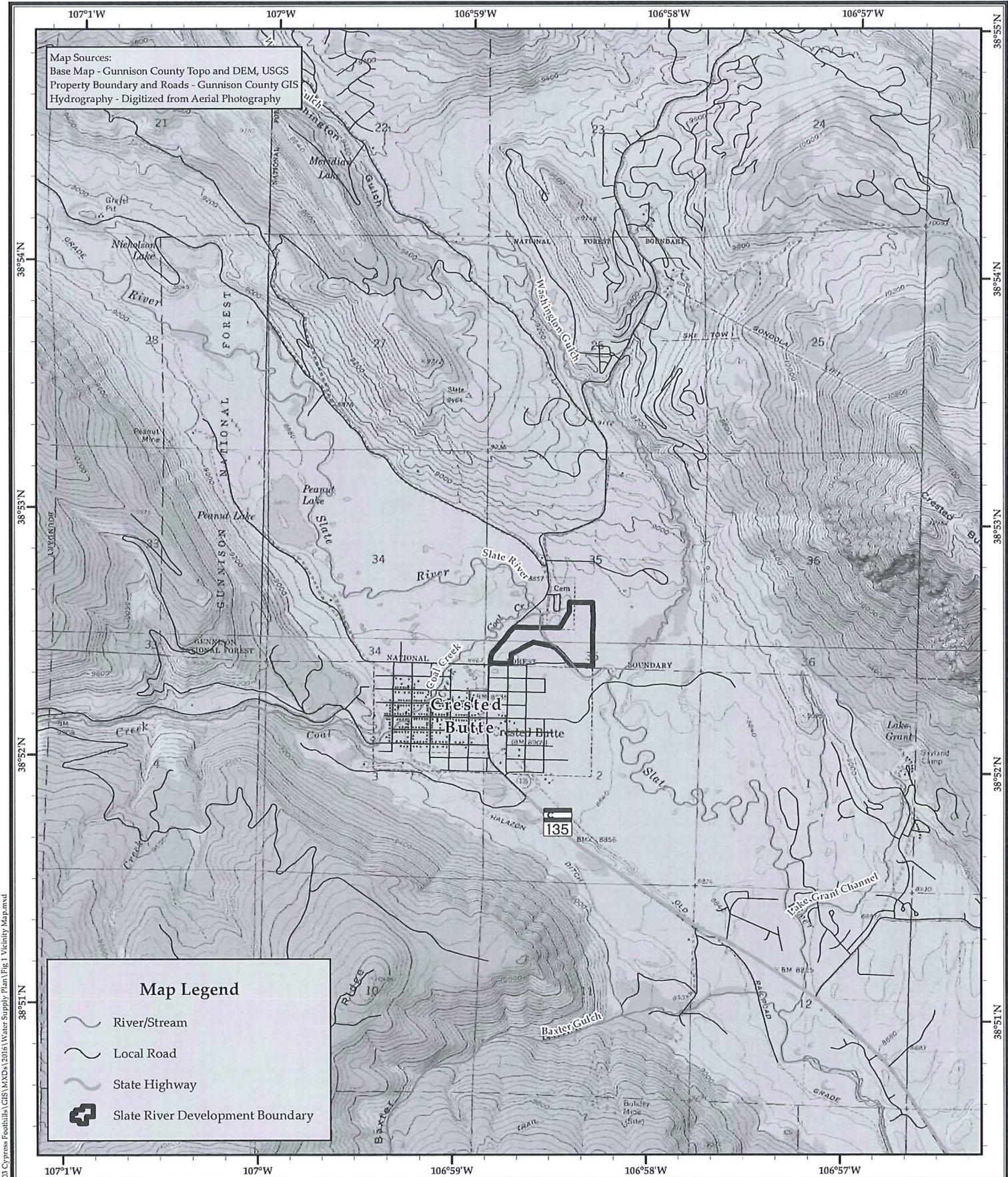
Footnotes:

1) See Figure 2 for locations.

2) Classification based on Cowardin, et al. 1979.

\* Portions of this wetland are sustained by irrigation from the Rozich Ditch.

# Figures



Map Sources:  
 Base Map - Gunnison County Topo and DEM, USGS  
 Property Boundary and Roads - Gunnison County GIS  
 Hydrography - Digitized from Aerial Photography

**Map Legend**

- River/Stream
- Local Road
- State Highway
- Slate River Development Boundary

P:\Project Files\2015-2016\GIS\MAXD\2016\Water Supply Plan\Fig 1 Vicinity Map.mxd

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N

Feet  
 0 1,500 3,000  
 1 inch = 3,000 feet

Designed by: DSS  
 Checked by: EAB  
 Date: 3/16/2016  
 Scale: 1:36,000

**Slate River Development  
 Vicinity Map**

**Figure  
 1**



**Map Legend**

- Roads
- Rivers and Streams
- Slate River Development Boundary
- Wetlands**
- Wetland Boundary
- Isolated Wetland (Non Jurisdictional)
- Wetland Setback (50' For East Wetland)

**Map Sources:**  
 Aerial Photography - USDA/FSA, August 2005  
 BWC GPS Data - Collected on-site, 8/22/08  
 Wetland - WER  
 Property Boundaries - SGM  
 Rivers and Streams - CDOW  
 Roads - Gunnison County GIS

(Approved by U.S. Army Corps of Engineers on 5/22/2015)

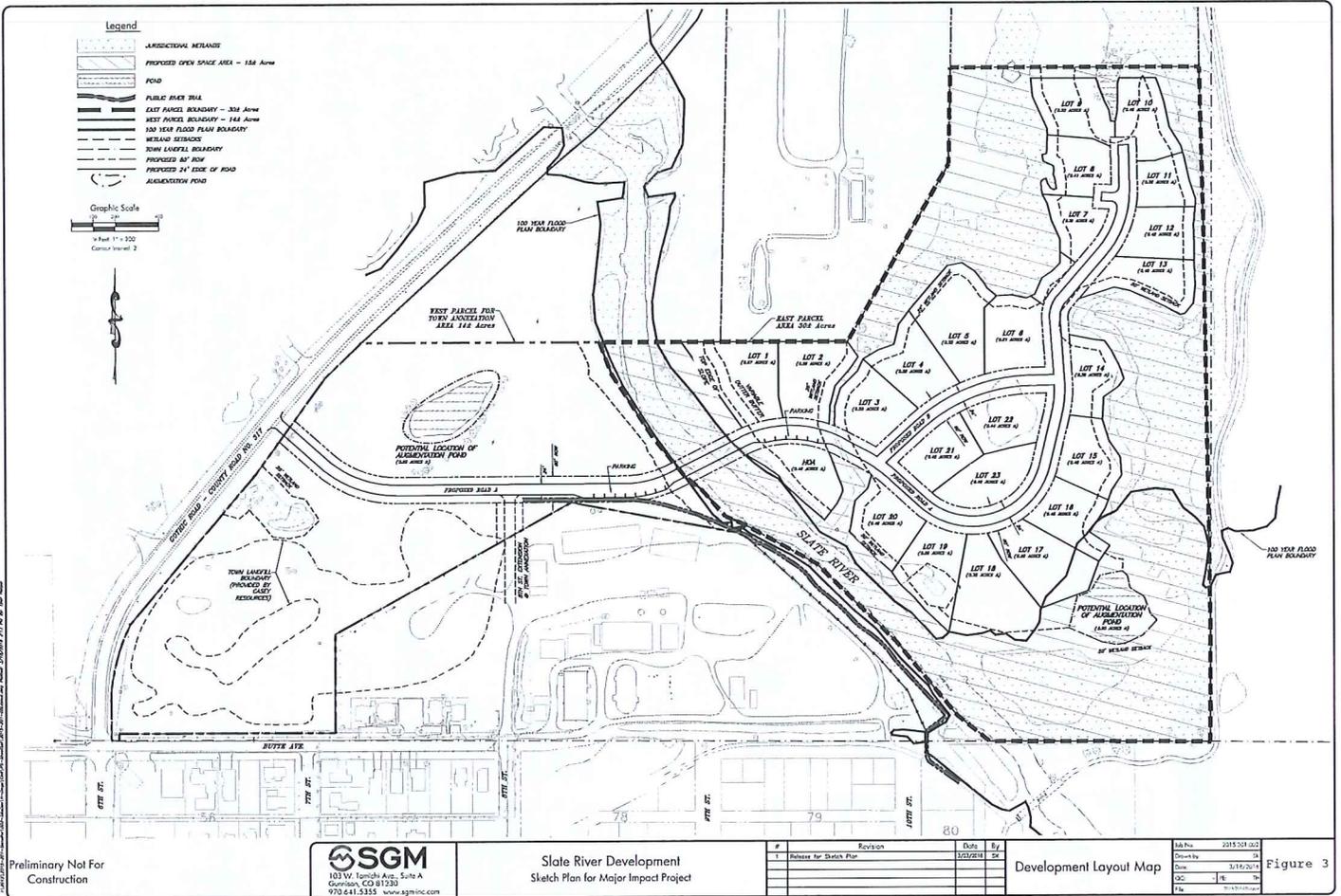
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0 150 300 600 Feet  
 1 inch = 300 feet

Designed by: DSS  
 Checked by: DBM  
 Date: 3/16/2016  
 Scale: 1:3,600

**Slate River Development  
 Wetland Delineation\***



Preliminary Not For Construction

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Slate River Development  
 Sketch Plan for Major Impact Project

#	Revision	Date	By
1	Release for Status Plan	3/23/2014	SC

Development Layout Map

Job No.	2015-001-002
Drawn by	SC
Date	3/19/2014
QC	TR
File	15-001-002.dwg

Figure 3



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**BIKIS**  
Water Consultants LLC

December 18, 2008

Cliff Goss and Kent Hill  
Fairways GH Paradise, LLC  
108 W. Tomichi, Suite F  
Gunnison, CO 81230

Re: Evaluation of Wetland Quality and Buffers for Foothills at Crested Butte

Dear Cliff and Kent:

Bikis Water Consultants, LLC (BWC) has completed an evaluation of the functions and quality of the wetlands on the Foothills at Crested Butte property (Foothills), and an analysis of buffer zones needed to protect the wetlands. This work was completed to facilitate discussion with the Town of Crested Butte (Town) on development of the property, consistent with the Town's Wetland Regulations. Input from the Town's wetland expert, Andy Herb, was requested for this evaluation but not provided, reportedly at the direction of Town staff. Therefore, additional discussions and input from the Town may be warranted.

This evaluation is based on:

- Review of the following documents specific to the project site:
  - "Wetland Delineation Report & Functions and Values Assessment-the Foothills at Crested Butte" Western Ecological Resource, Inc. (WER), March 2008;
  - Letter of August 26, 2008 from Alpine Ecological Resources, LLC, re: Comments on the Wetland Delineation Report... for the Foothills at Crested Butte;
  - "Wetlands of the Crested Butte Region, Mapping, Functional Evaluation, Hydrologic Regime", David Cooper, March 1993;
  - "Survey of Critical Wetlands and Riparian Areas in Gunnison County", Colorado Natural Heritage Program (CNHP), Ft Collins, 2004.
- Review of other relevant reports and information on soils, sub-surface conditions, geology, water resources, irrigation practices, and characteristics of the property;
- Review of research into wetland buffer zones and buffer zone regulations adopted by other entities in Colorado;
- Field work at Foothills on August 12, 21, 22, and 25, September 18, and November 3, 2008;

Water Rights ■ Wetland Delineations ■ Environmental Studies  
Water Quality ■ Groundwater Investigations ■ Lake & Stream Enhancements ■ CAD/GIS Graphics ■ Wells  
Aquatic Biology/Bioassessments ■ Water Supply Planning & Development ■ 404 Permitting ■ Geohazards Evaluations

**5B-Wetlands Quality and Buffers Evaluation**

- Consultations with Ms. Sue Moyer from the Grand Junction Office of the U.S. Army Corps of Engineers (Corps) and a field meeting with her at the site on August 22, 2008; and
- Our past experience with wetland delineations, studies, and functional assessments in the Crested Butte region. BWC staff has worked on wetlands in the area since the early 1990s and has completed numerous wetland delineations, permit applications, wetland studies and designs of wetland mitigation sites. This work includes a multi-year hydrologic study of the wetlands on the Verzuh/McCormick Ranches, and application of the Town's wetland regulations for annexation of this property to the Town.

The principal investigator, Dave Mehan, has more than 22 years of experience with wetland evaluations and permitting. Dave is past president of the Rocky Mountain Chapter of the Society of Wetland Scientists.

#### Town of Crested Butte Wetland Regulations

The purpose of this analysis is to synthesize the available information on the wetlands on the Foothills site in terms of their functions and quality, and the width of buffers needed to protect them. This purpose stems from the Town's Wetland Regulations contained in Section 15-3-11 of the Town's Subdivision Regulations, which allow for designation of "high quality" wetlands and of buffer zones to protect wetlands. No development is allowed within a minimum of 100 feet from a high quality wetland or lower quality wetland that could be restored to a high quality wetland. An inner buffer of 25 feet shall be maintained from all other wetlands and water bodies. However, an outer variable buffer may also be designated next to wetlands that have adjacent areas with the following characteristics: slopes greater than 15%, highly erodible soils, or features that provide bank stability or riparian area protection. In no case shall the total wetland buffer (Inner and outer) extend more than 125 feet from a wetland. The regulation includes certain exemptions for impacts within designated buffers, for example, for decreed water rights, docks, projects for water protection, flood control or maintenance or repair of existing roads and bridges.

The Town uses the definition of wetlands and methods for delineation contained in the 1987 U.S. Army Corps of Engineers Wetlands Delineation Manual. This definition is still being used by the Corps.

High quality wetlands are defined by the Town as wetlands that perform at least one function to a high degree. The Town's regulation indicate that high quality wetlands "...may also be wetlands supporting plant or animal species of national, state or regional concern as listed by the U.S. Fish and wildlife Service, other Federal agencies, the State of Colorado, Gunnison County of the Town of Crested Butte".

The degree that a wetland performs a function is determined using a qualitative rating system that David Cooper used in his March 1993 wetland mapping and functional assessment report for the Crested Butte region. This method is based on the procedure developed by Adamus and Stockwell in 1983 for the Federal Highways Administration. Using this method, the degree to which a wetland performs a function is rated on two scales, as follows:

*1) The intensity that the wetland performs the function is rated on a scale of 1-3 with 1 = the wetland does not perform the function, 2 = the function is performed to a low to moderate degree, and 3 = the function is performed to a high degree; and*

2) *The confidence of the first rating is rated* as a = "certain", b = "relatively certain", and c = "great uncertainty".

The ratings are assigned to each wetland based on observable characteristics of the wetland. Descriptions of the observable characteristics of a wetland which support it performing a function to a high degree are provided in the March 1993 Cooper report. These descriptions, along with the rest of rating system, were incorporated into the Town's wetland regulations. The functions in the regulation include: groundwater discharge, flood storage, sediment retention, shore line anchoring, water quality improvement, wildlife habitat, and aquatic food chain support. Other functions performed by wetlands in the Crested Butte Region include: groundwater recharge, active recreation, passive recreation, livestock forage, and buffer zone functions. It should be noted that non-wetland areas (i.e., uplands) may provide some of these functions along with other functions. Non-wetlands may also provide certain wetland functions to a higher degree than wetlands (e.g., flood flow storage).

The Town's functional rating system is a qualitative and subjective method. It relies on the observer's ability to recognize and rate the presence of certain characteristics of a wetland. The results may vary depending on the experience of the observer. It does not require quantitative measurements on a wetland (e.g., its storage volume). The system does not include specific thresholds or quantitative standards for either rating category (intensity of function or confidence in the rating) but relies on best professional judgment. For example, what constitutes "high plant diversity" or "some open water" is not specified; neither is how many characteristics must be found for a function to be rated low to moderate versus high.

The Town's wetland regulation does not provide guidance on situations such as: 1) if a wetland rated as performing a function to a high degree with a certainty rating of c ("great uncertainty") is a high quality wetland; or 2) if a wetland that is isolated based on the Corps regulations but is rated as performing a function to a high degree is still a high quality wetland (the wetland would not be regulated by the Corps).

#### Wetland Quality/Functions Evaluation

WER included a functional evaluation of the wetlands on the Foothills site in their March 2008 delineation report. This evaluation, which was done using the method in the Town's regulation, determined that the following wetlands perform the functions shown to a high degree, and as such, would be considered high quality wetlands according to the Town's regulation:

- East Wetland: Groundwater discharge/recharge (moderate certainty),  
Wildlife habitat (moderate certainty),  
Aquatic food chain support (moderate certainty).
- Slate River Wetland: Wildlife habitat (moderate certainty).
- Pond Wetland: Wildlife habitat (great uncertainty).

We note that WER was not "certain" that any of the functions are being performed to a high degree, and there is "great uncertainty" that the Pond Wetland provides wildlife habitat to a high degree.

Andy Herb, of Alpine Ecological Resources, LLC, provided a one-page comment letter dated August 26, 2008, on the WER delineation report and wetland functional evaluation. It is not clear if Mr. Herb visited the individual wetlands on the project site for this assessment. It is stated that he discussed the site with David Cooper. Mr. Herb agrees with the wetland ratings by WER, as described above. He also believes that the Cemetery Wetland "has the potential for the high quality" designation because of the presence of at least one rare species, including variegated scouring rush, boreal toad, or the Gunnison sage grouse. Furthermore, Mr. Herb states that "... the presence of these species has not been documented... and may be unlikely...", but "... their occurrence is possible due to nearby known occurrences, recent sightings, and the presence of generally suitable habitat."

BWC completed a functional assessment of the four largest wetlands on the site, as defined and named in the WER report. These wetlands are the Slate River Wetland, East Wetland, Pond Wetland and Cemetery Wetland. None of the other wetlands on the site are large enough or have characteristics to potentially perform any wetland functions to a high degree.

Wetland functions were rated using the Town's methodology. The wetlands were visited on August 12, 21, 22, and 25, September 18, and November 3, 2008 to observe their characteristics in relation to the characteristics listed in the Town's regulations that support each wetland function. Photographs were taken to document wetland characteristics. The evaluation forms, which contain the specific characteristics listed in "Section 15-3-11, Reference Information (Wetland Functional Analysis)", are included in Attachment A. If a wetland did not have any characteristics listed, then it was given a rating of 1, meaning the wetland does not or cannot perform the function. If the wetland had at least one of the characteristics listed, then it was rated as performing the function to a "low to moderate" degree (rating = 2). If the wetland had most of the listed characteristics, then it was rated as performing the function to a "high" degree (rating = 3). These are the ratings explained in Cooper 1993; though WER used a different system (- = not performed, 1 = low degree, 2 = moderate degree, 3 = high degree).

If the characteristics were observed and there is little doubt concerning the wetland's ability to perform the function, then the confidence of the rating was "certain". If it was not possible to observe all the characteristics or there is some uncertainty about the ability of the wetland to perform the function, then the rating was "relatively certain". If there was significant doubt about the ability of the wetland to perform a function, then the rating had "great uncertainty".

Information on the presence of organic soils in the WER report was relied upon. Also, information on the supply of irrigation water to the Cemetery Wetland, as contained in a letter report from BWC to the Corps dated September 11, 2008, was used.

Figure 1 is an aerial photograph of the Crested Butte area that provides a perspective on the wetlands of the Foothills property in a regional context. This figure shows the "priority wetlands" defined by David Cooper in his 1993 study, which are high quality wetlands "worthy of protection." The priority wetlands are all relatively large wetland complexes whose signatures are distinct on the aerial photograph. They represent wetlands that are intimately in contact with the Slate River, Coal Creek, and other waters in the area. The wetlands have a high level of water interchange with these water bodies. By contrast, the wetlands on the Foothills property are much smaller, drier, and do not have a high level of interchange with any waters.

The results of the functional assessment by BWC are summarized in Table 1. The results were consistent with the ratings in the WER report for the following functions: groundwater discharge,

flood storage, sediment retention, water quality improvement, and shoreline anchoring. All of the wetlands perform these functions to a low to moderate degree.

Table 1  
 Summary of Wetland Functional Assessment<sup>1</sup>

Wetland Name <sup>2</sup>	Groundwater Discharge	Flood Storage	Sediment Retention	Shoreline Anchoring	Water Quality Improve.	Wildlife Habitat <sup>3</sup>	Aquatic Food Chain
Slate River Wetland	2b	2a	2b	2a	2a	2a*	2a
East Wetland	3a	2a	2b	1a	2b	2a*	2a*
Cemetery Wetland	2a	1a	2a	1a	2a	2a	1b
Pond Wetland	1a	1a	2a	1a	2a	2a*	1a

1-Using functional rating method by Cooper 1993 and incorporated into Town's regulations. See Rating forms in Attachment A for more detail: 1=function not performed; 2=function performed to low to moderate degree; 3=function performed to a high degree; a=rating certain; b=rating relatively certain; and c=great uncertainty in the rating.

2-Only the four largest wetlands on the property are included. The other wetlands are too small or do not have characteristics conducive toward performing any functions to a high degree.

3-None of the wetlands have sufficient open water to provide fish habitat.

\*=Rating different than WER assessment. See text for explanation.

Differences in the ratings from WER are shown with an asterisk (\*) in Table 1. The differences occur with the ratings for wildlife habitat and food chain support and are discussed in the following.

- Slate River Wetland:

Wildlife Habitat – This function was rated high by WER with a "relatively certain" confidence rating. Reasons for this rating, according to WER, are that the wetland has dense willow thickets adjacent to open water (the river), and it is relatively undisturbed and isolated from human activities. However, observations of this wetland both in the field and on aerial photographs show that this wetland lacks dense willow thickets, and is impacted by and located very close to urban activities. The bands of willows on the banks of the river are relatively narrow and do not provide significant area for wildlife (see Figures 1 and 2\*\*).

\*\* Figures 2 and 3 show the wetland boundaries on the site per the delineation work by WER. A request to modify the boundaries in certain areas has been submitted to the Corps. If approved, the figures will be revised to reflect the updated wetland boundaries.

The Town's wastewater treatment plant has encroached on the wetlands on the south side of the river. An old road/utility crossing has impacted this wetland closer to Gothic Road; and the Town's pedestrian path bisects the wetland to the south of the Foothills property (see Figure 2).

The wetlands along this reach of the river are a remnant of a larger complex that existed years ago. Portions of the banks are unstable and the channel shows evidence of down cutting. This wetland is not isolated from human activities, but is affected by them. The wetland is cut-off from the upstream wetland complex by Gothic Road (County Road 317), directly abuts the Town's wastewater treatment plant to the south, and is located relatively close to the Town cemetery to the northeast (see Figure 2). All of these facilities affect the use of the area by wildlife. Gothic Road limits its functions as a continuous travel/migratory corridor. No direct or indirect observations of wildlife using this wetland were found by BWC or reported by WER. For these reasons, this wetland performs wildlife habitat to a moderate degree.

IS IT STILL MODERATE  
THE FUNCTION

- East Wetland:

**Wildlife Habitat** – This function is rated high by WER due to the relatively large size of the wetland, high plant diversity, high edge ratio, open water, connectivity to other wetlands, structural diversity, isolation from human activities and undisturbed condition. We agree that this wetland has a relatively high edge ratio and size, has some open water, some connectivity to other wetlands and structural diversity. (However, its plant diversity is not higher than most similar wetlands in the area.) While these features are conducive towards providing habitat for wildlife, its ability to provide this function is limited by its proximity to and impacts from the Town's pedestrian path. The path bisects the wetland south and west of the Foothills property, and runs immediately adjacent to the wetland along its entire east side (see Figure 2 and Photos 1 and 2 in Attachment B). There is a substantial body of evidence that the presence of trails in riparian and wetland areas negatively affects wildlife, including mammals, raptors and song birds. Reduced numbers, diversity and nesting success have been found. Off-trail use, which can be difficult to control, increases impacts. A good bibliography on effects of recreation trails on wildlife can be found at [www.friendsofopenspace.org](http://www.friendsofopenspace.org). Another factor is that the East Wetland is not continuous on both ends with other wetlands or valuable wildlife habitats. The wetland terminates in an upland pasture with relatively heavy thistle infestation (see Figure 2). Lastly, BWC did not observe any wildlife use of the wetland, and no use was reported by WER. Therefore, it is concluded that the East Wetland provides wildlife habitat to a moderate degree. It should be noted that this wetland provides an opportunity to restore its functions to wildlife by removal of the pedestrian trail.

**Aquatic Food Chain Support** – This function was rated high by WER because the East Wetland is productive, irregularly shaped, has some ponding with an outlet to the Slate River, and is not entirely shallow water. This wetland does have some characteristics conducive towards the export of organic matter to the Slate River. But it can not provide this function to a high degree due to its limited connection with the river. The wetland is finger shaped, and only connected to the river at its southern end (see Figure 2). In order for organic matter (i.e., leaves, twigs) to reach the river, they need to be flushed out of the wetland. Since the wetland is fed by groundwater, it does not have strong flushing flows to transport organic matter to the river. Wetlands that have extensive connection between vegetation and soils and the river (have areas of open water, small channels, and extensive overhanging woody vegetation) such as the wetland along Coal Creek upstream of Gothic

Road (see Figure 1) provide this function to a high degree. Therefore, it is concluded that the East Wetland performs this function to a moderate degree.

- Pond Wetland:

**Wildlife Habitat** – This function was rated high by WER because it has a diversity of habitat types, though it is noted that the wetland is small (0.399 acre), affected by traffic on Gothic road and near the wastewater treatment plant (see Photo 3). This wetland exhibits vegetation zonation typical of similar wetlands in the region with some open water (spike rush community in deepest water, with sedge community grading into sedge-grass and willow in drier areas). The wetland is not adjacent to or connected to other riparian areas or wetlands in the area (see Figures 1 and 2). This and the other characteristics mentioned by WER inherently limit its functions for wildlife. No wildlife was observed using this wetland by BWC, and WER did not report any wildlife usage. The degree that it performs wildlife functions is more appropriately rated as moderate. The uncertainty in the high rating by WER is shown by the assignment of "great uncertainty" to their rating.

It should be noted that all of the wetlands in Table 1 were included in the study area of Cooper's 1993 report. While the specific criteria used in this study for the suggested "priority wetlands" are not explained, it is assumed that they are all high quality or potential high quality wetlands that perform at least one wetland function to a high degree. None of the four wetlands in Table 1 are listed as priority wetlands in the Cooper report (see Figure 1). Therefore, it is concluded that Cooper did not consider any of them to be high quality wetlands.

**Consideration of Rare and Endangered Species.** The Town's regulation also defines high quality wetlands as wetlands "...supporting plant or animal species of national, state, or regional concern as listed by the U.S. Fish and Wildlife Service, other Federal agencies, the State of Colorado, Gunnison County or the Town of Crested Butte". The word "supporting" is used in the Town's definition, which is interpreted as meaning the wetland is sustaining listed or critical species, as opposed to has the potential to, or could sustain the species.

WER completed an assessment of rare plants and animals for the Foothills site in their March 2008 wetlands report. This assessment included a review of the rare plant and animal species listed for the Slate River Potential Conservation Area (PCA) in the "Survey of Critical Wetlands and Riparian Areas in Gunnison County" by the Colorado Natural Heritage Program (CNHP, 2003). The CNHP data for the species was compared to the wetland types and conditions present at Foothills. Observations were made in the field for the species.

CNHP listed six rare and imperiled plants and four animal species of concern as potentially occurring in the area. However, no known occurrences of any of the species on or near the Foothills site are reported by CNHP. None of the listed species were observed on the site by WER or by BWC during fieldwork. None of the species was observed by Dave Cooper based on his 1993 report. This information indicates that none of the wetlands on Foothills is supporting any rare or imperiled plants or animals.

The one page letter from Andy Herb dated August 26, 2008 states that it is "believed" that the Cemetery Wetland has the "potential" for high quality designation due to the presence of one or more rare species, including variegated scouring rush, boreal toads, or Gunnison sage grouse. No supporting information is provided to substantiate this claim; and no specific field work was completed to assess whether this wetland is supporting these species. Mr. Herb states that the presence of these species is "undocumented" and may be "unlikely", but is "possible" due to nearby

known occurrences, recent sightings, and the presence of generally suitable habitat. No specifics are provided. As discussed above, none of the listed species was observed by three entities that have done field work in the area, and no occurrences are listed within miles of Foothills by CNHP. Dave Cooper, who Andy Herb reportedly talked to, did not report any of these species in his 1993 study. The claim by Mr. Herb is speculative, not supported by available data, not consistent with the Town's regulation, and not consistent with the approach we have seen the Town take on other similar projects (e.g., Verzuh Ranch annexation).

### Buffer Zone Analysis

Buffer zones (also known as set backs) are important to maintain the functions provided by wetlands. Corps regulations generally do not require the use of wetland buffer zones. However, the Town of Crested Butte requires a minimum 25-foot buffer for all wetlands, with up to an additional 100-foot buffer for high quality wetlands or wetlands with steep or erodible slopes immediately adjacent to them. A similar approach to designation of buffer zones next to wetlands has been adopted by other towns in Colorado (e.g., Silverthorne, Telluride).

The role of wetland buffer zones is to maintain the specific functions of the wetland, especially in light of nearby human activities. The characteristics of the buffer should encourage protection or enhancement of the wetland functions. For example, a buffer with relatively dense trees and shrubs can screen a wetland to protect birds and mammals using the wetland from nearby disturbances; or protection of shallow groundwater in a buffer can maintain flow of groundwater to a wetland and its groundwater discharge function. Therefore, both the width and specific characteristics of the buffer are important. It may be possible to improve a buffer (e.g., plant more vegetation) to enhance its functions.

To facilitate planning and approval of the proposed plan for Foothills, a wetland buffer zone map was prepared, consistent with the Town's regulation. A site specific analysis of each wetland, its functions, and the nature of the adjacent area of potential buffer was completed. The following assumptions were used in the analysis:

- Results from the wetland functional assessment (see Table 1);
- A minimum of a 25-foot buffer is used adjacent to all wetlands on the site;
- A maximum of an additional 100-foot buffer could be justified for areas with slopes greater than 15% within 100-feet of the wetland, highly erodible soils, or that have vegetation providing for bank stability or riparian area protection adjacent to wetlands;
- The buffer should protect the specific functions provided by the wetland;
- It is possible to enhance the characteristics of the buffer to improve protection of the adjacent wetland; and
- Buffers should be left in their native state to the extent feasible, or vegetated with native species typical of the site.

Soils information indicates that there are not any soils on Foothills that are highly erodible. All of the site that is not wetland is pasture or sagebrush grassland (see Figure 2). There are no stands of trees or shrubs that provide bank stability or riparian area protection.

Figure 3 is a proposed wetland buffer zone map. This map also shows slopes of greater than 15% located within 100 feet of a wetland or water body on the site. Since there are no high quality wetlands on the property, an outer 100-foot buffer is not required to protect high quality wetlands. However, there are several relatively large areas with slopes greater than 15% within 100 feet from a wetland, which would trigger the need for an outer 100-foot buffer. This occurs along portions of the East Wetland, Wetland B, Wetland E, the Slate River Wetland, and the Pond Wetland (see Figure 3). It is proposed to use an "enhanced buffer" at these locations, in lieu of a wider 100-foot buffer, to protect the wetland functions, as described in the following (this approach is used by other towns in Colorado).

East Wetland – There is an approximately 600-foot reach adjacent to this wetland that has slopes greater than 15% due to morainal deposits (see Figures 3a and 3b). The vegetation in the buffer consists of native sagebrush/grassland with good cover (see Photos 4 and 5). The functions provided to the highest degree by the adjacent wetland are groundwater discharge and wildlife habitat (see Table 1 and text). Data from the geologic evaluation by CTL Thompson do not show any shallow groundwater in the buffer at the two areas. This is consistent with observations in the field which did not find any seeps along this side of the wetland, and which indicate the main source of groundwater to the wetland is into the northern part of the wetland. Since the buffer is not a source of groundwater or critical to maintain the groundwater discharge function, enhancements are not proposed to protect this function. However, it is proposed to enhance the buffer to protect the wildlife habitat function of the wetland by planting native trees and shrubs in the buffer towards the wetland edge for additional screening and cover. Table 2 lists the trees and shrubs that would be planted. All species will be containerized (or balled) nursery stock, obtained locally. The final mix will be determined with input from the Town.

Wetland B – Slopes greater than 15% occur northwest of this wetland (see Figure 3b). The vegetation in this buffer area consists of native sagebrush/grassland with good cover. The only function provided to some degree by this wetland is wildlife habitat (per WER report). This function, which is limited currently by the lack of continuity between the wetland and the Slate River corridor and the very small size of the wetland, would be diminished by development. However, to maintain as much use as possible, it is proposed to keep the buffer 25-foot wide but enhance its function for wildlife by planting native trees and shrubs for screening and cover.

Pond Wetland – Slopes greater than 15% exist to the south and southeast of this wetland (see Figure 3b). The vegetation in this buffer is native sagebrush/grassland (see Photo 3). The function provided to the highest degree by this wetland is wildlife habitat (see Table 1), though the degree that this function is provided is limited by the lack of connection to the river and its small size. This function will be diminished by the proposed development, but it is proposed to enhance the buffer with native tree and shrub plantings.

Wetland E – There is a small area of slopes greater than 15% to the southeast of this wetland (see Figure 3b). This wetland is a relic of the wetland complex along Coal Creek that was isolated by construction of Gothic Road years ago. The wetland is being invaded by thistle due to reduction in its water supply. The wetland provides little functional value. It is proposed to maintain a 25-foot buffer around the wetland, and to implement a thistle control program for the buffer.

Slate River Wetland – Slopes greater than 15% occur adjacent to parts of this wetland (see Figure 3b). The functions provided to the greatest extent by this wetland are wildlife habitat,

aquatic food chain support and shoreline protection. While these functions are not provided to a high degree, they merit protection, particularly since this wetland will remain intact after project construction. A 25-foot buffer will be enhanced as follows to maintain these wetland functions: revegetation of disturbed areas or areas with low cover (to maintain bank stability); no direct discharge of stormwater to the wetland (to prevent excessive erosion and bank instability); and planting of trees and shrubs (see Table 2), especially where the willows are relatively narrow (see Figure 2) for wildlife screening and to increase food source to the river.

Table 2

List of Trees and Shrubs to be Planted in Buffers for Enhancement<sup>1</sup>

Common Name <sup>2</sup>	Scientific Name
Mountain willow	<i>Salix monticola</i>
Geyer Willow	<i>Salix geyeriana</i>
Plainleaf Willow	<i>Salix planifolia</i>
Alder	<i>Alnus incana</i>
Bog Birch	<i>Betula grandulosa</i>

1—See Figure 3 for approximate locations.

2—All plants will be containerized/balled nursery stock. The exact mix will be determined.

The buffer zones on Figure 3 will be left in their native condition and not disturbed (except for the planting of additional trees and shrubs as noted above), to the extent feasible. All disturbed areas within buffers will be re-vegetated using native species. In summary, the proposed wetland buffer plan will maintain wetland functions to the extent feasible with the proposed development.

#### Stormwater Management

A sketch plan drainage report has been prepared for Foothills by Schmueser Gordon Meyer Engineers of Crested Butte (January 2008). This plan describes existing drainage patterns on the property, and how drainage will be managed with development.

A goal of the plan is to manage stormwater quality, along with quantity. This will be accomplished by using Best Management Practices (BMPs) in addition to detention ponds for quantity control. BMPs (e.g., grassy swales, disconnected impervious areas) will be integrated into the plan, to the extent feasible, to enhance stormwater quality throughout the site. This "treatment train" approach to stormwater quality management has been widely used to improve stormwater quality.

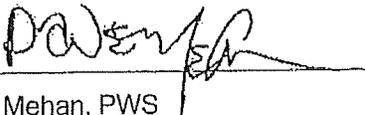
Another goal of the plan is to not discharge any stormwater to wetlands or the Slate River without prior treatment. Also, BMPs will be used during construction to control erosion and sediment. A more detailed drainage plan, and stormwater management plan during construction, will be prepared for the Foothills project.

We have appreciated the opportunity to provide you with this evaluation and are prepared to discuss the results with the Town, as needed.

Cliff Goss and Kent Hill  
December 18, 2008  
Page 11

Sincerely,

Bikis Water Consultants

By   
Dave Mehan, PWS  
Senior Scientist

Attachments: Figure 1. Wetlands in the Town of Crested Butte Region  
Figure 2. Wetland Functional Assessment  
Figure 3a. Wetland Buffer Zone Analysis - North Part  
Figure 3b. Wetland Buffer Zone Analysis - South Part  
Attachment A - Wetland Functions Assessment Forms  
Attachment B - Photographs

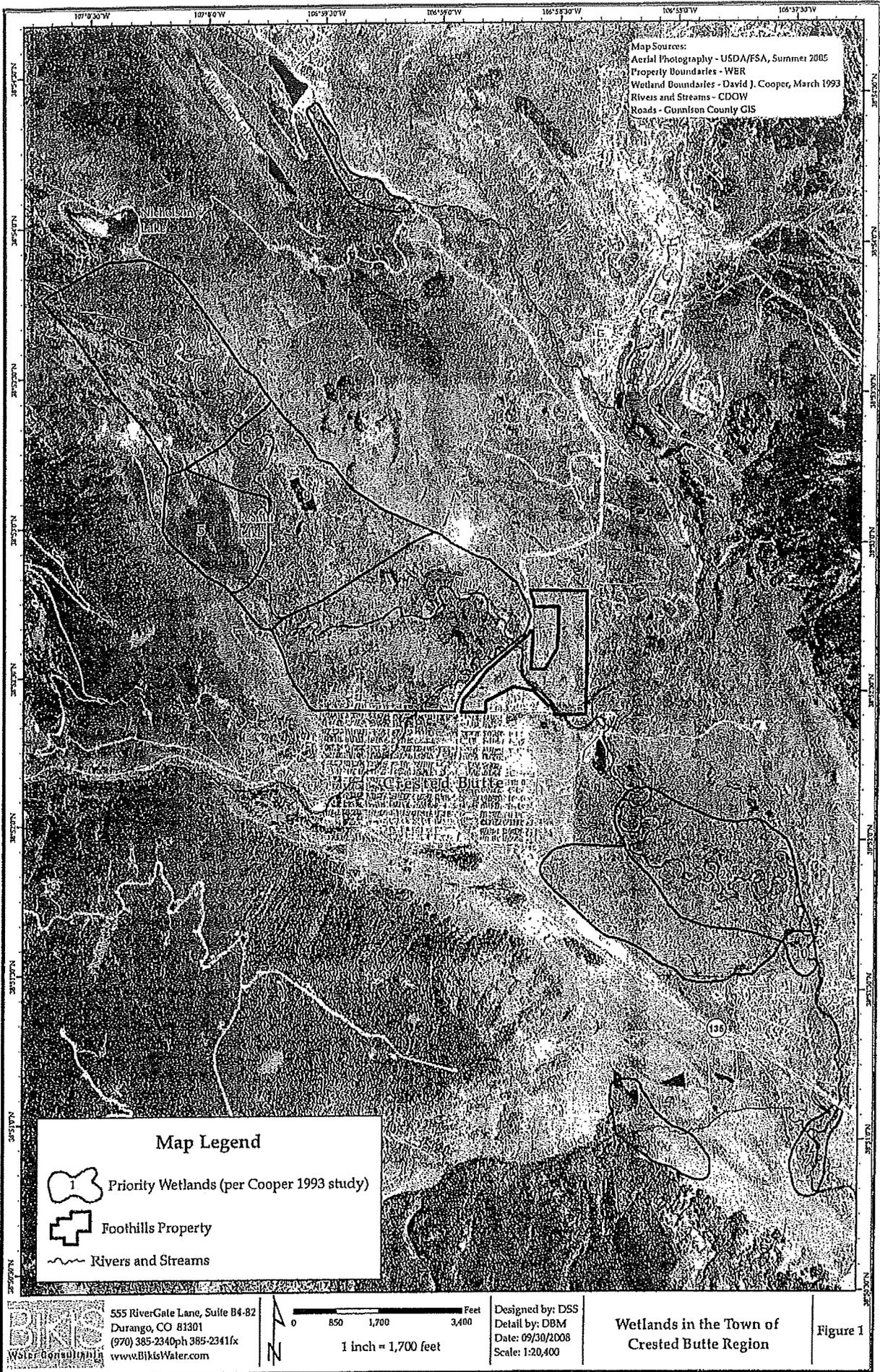
cc: John Hess, Town of Crested Butte

P:\Project Files\104-08 Foothills of Crested Butte\Task 02 Wetlands\Letter to Town-Wetland Qual and Buffers\Ltr\_Town-WetlandQual-  
Buffers-12-18-08.doc

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## Figures



Map Sources:  
 Aerial Photography - USDA/FSA, Summer 2005  
 Property Boundaries - WER  
 Wetland Boundaries - David J. Cooper, March 1993  
 Rivers and Streams - CDOW  
 Roads - Gunnison County GIS

**Map Legend**

-  Priority Wetlands (per Cooper 1993 study)
-  Foothills Property
-  Rivers and Streams



555 RiverGate Lane, Suite B4-B2  
 Durango, CO 81301  
 (970) 385-2340ph 385-2341fx  
 www.BlakesWater.com

0 850 1,700 3,400 Feet

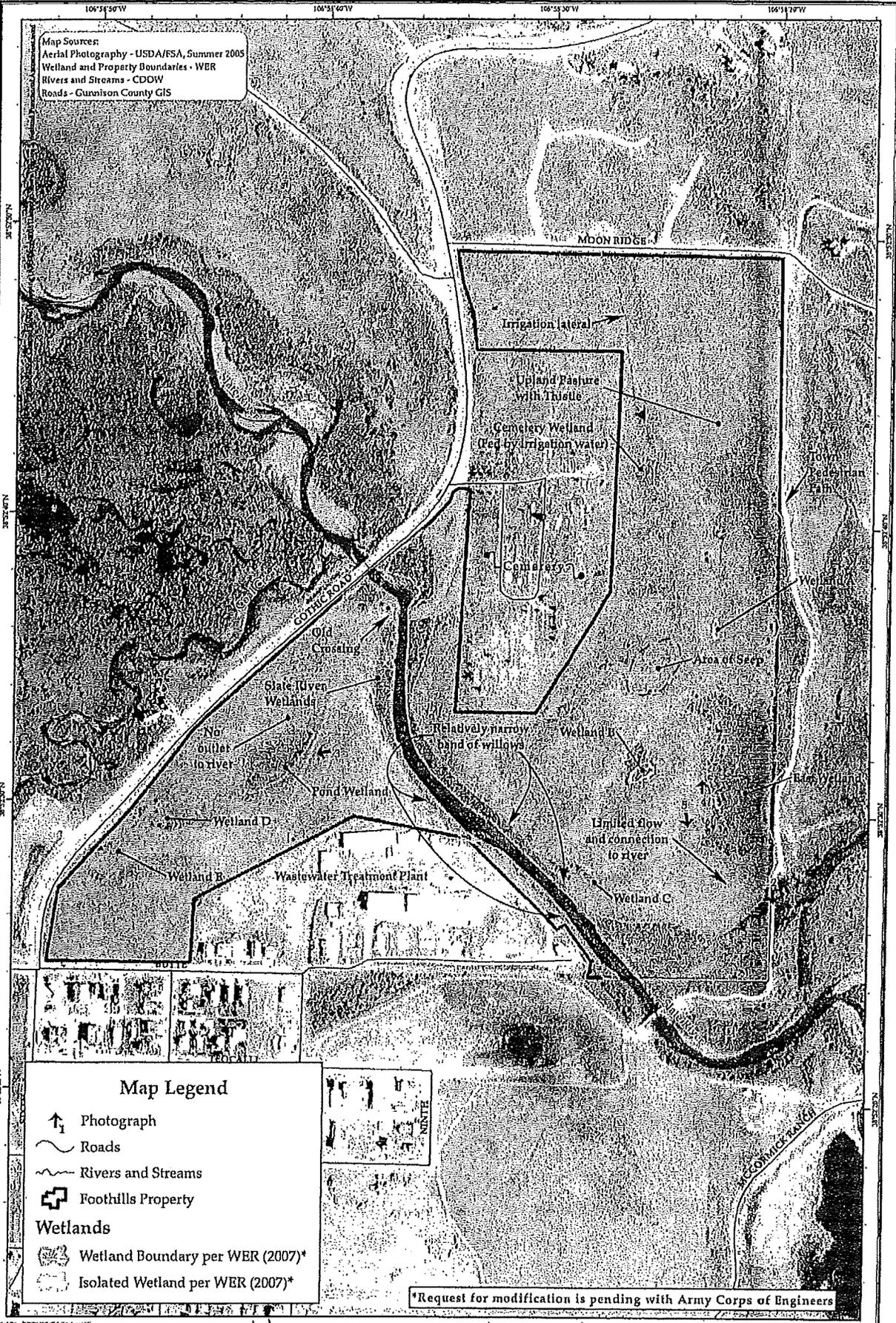
1 inch = 1,700 feet

Designed by: DSS  
 Detail by: DBM  
 Date: 09/30/2008  
 Scale: 1:20,400

**Wetlands in the Town of  
 Crested Butte Region**

Figure 1

Map Sources:  
 Aerial Photography - USDA/FSA, Summer 2005  
 Wetland and Property Boundaries - WER  
 Rivers and Streams - CDDW  
 Roads - Gunnison County GIS



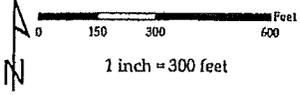
**Map Legend**

- Photograph
- Roads
- Rivers and Streams
- Foothills Property
- Wetlands**
- Wetland Boundary per WER (2007)\*
- Isolated Wetland per WER (2007)\*

\*Request for modification is pending with Army Corps of Engineers



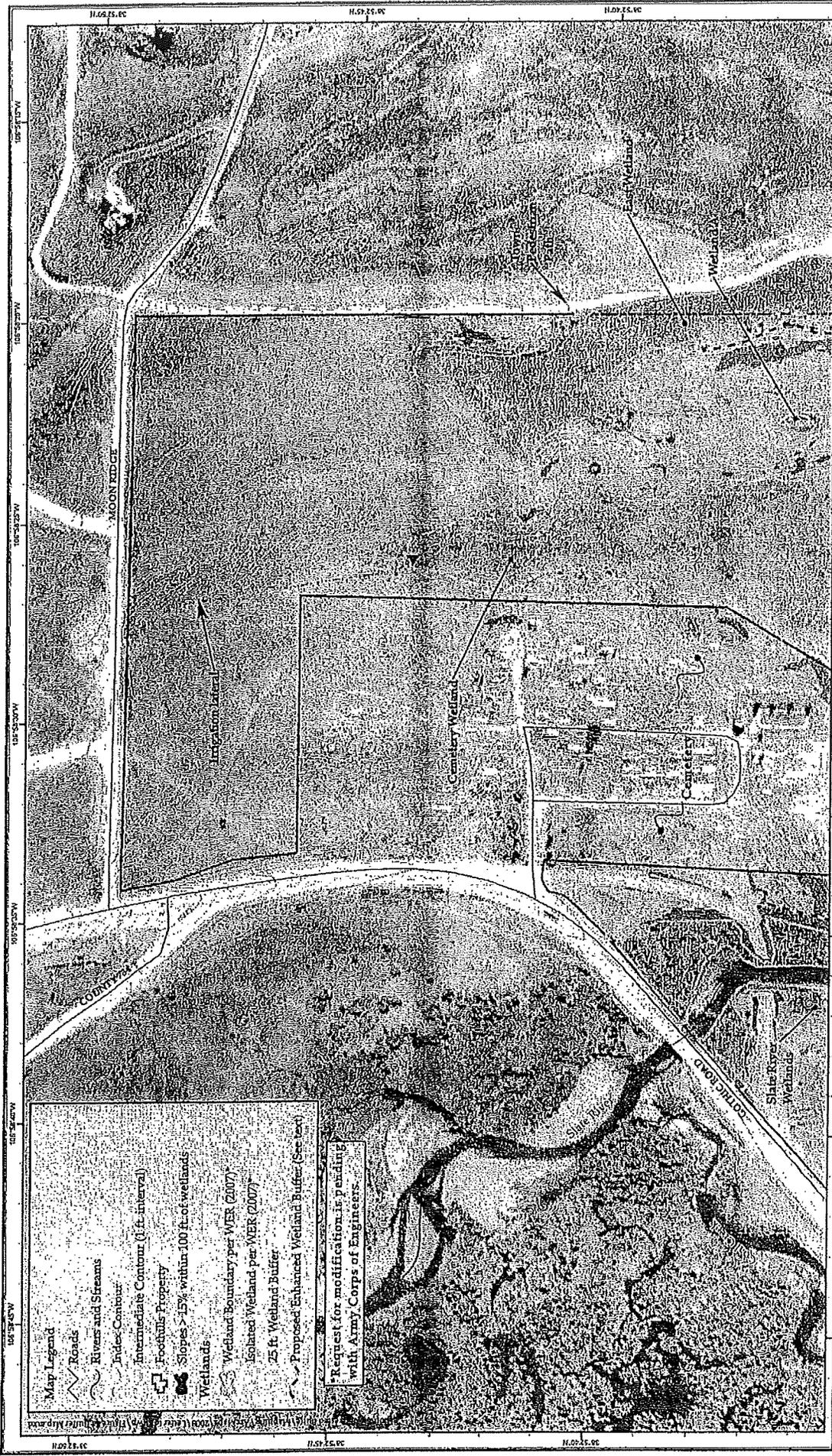
555 RiverGate Lane, Suite B4-82  
 Durango, CO 81301  
 (970) 385-2340ph 385-2341fx  
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Designed by: DSS  
 Detail by: DBM  
 Date: 09/30/2008  
 Scale: 1:3,600

**Foothills Property**  
 Wetland Functional Assessment

Figure 2



**Map Legend**

- Roads
- Rivers and Streams
- Index Contour
- Intermediate Contour (1 ft. interval)
- Foothills Property
- Slopes > 15% within 100 ft. of wetlands
- Wetlands
- Wetland Boundary per WER (2007)
- Isolated Wetland per WER (2007)
- 25 ft. Wetland Buffer
- Proposed Enhanced Wetland Buffer (See text)

**Request for modification is pending with Army Corps of Engineers.**

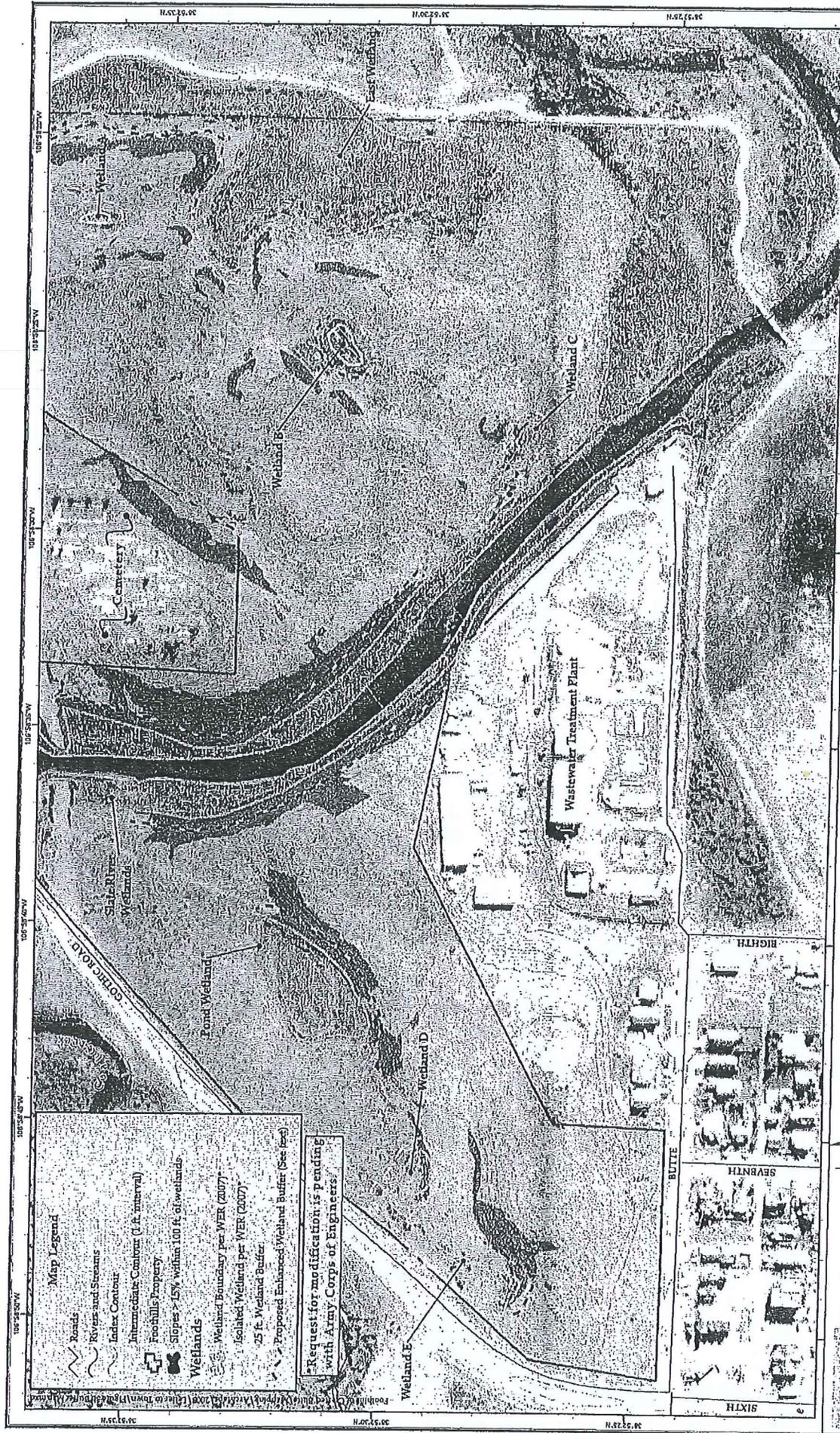
555 RiverGate Lane, Suite B4-82  
 Durango, CO 81301  
 (970) 385-2340 ph 385-2341 fx  
 www.ElksWater.com

0 175 350 525 Feet  
 1 inch = 175 feet

**Map Sources:**  
 Aerial Photography - USDA/ESA, Summer 2005  
 Wetland and Property Boundaries - WER  
 Roads - Gunnison County GIS  
 Topographic Lines - Schmeiser Condon Meyer  
 Slope - Calculated from a DEM that was derived from topographic lines

Designed by: DSS  
 Detail by: DMB  
 Date: 09/30/2008  
 Scale: 1:2,100

### Foothills Property - North Part Wetland Buffer Zone Analysis



**Map Legend**

- Roads
- Rivers and Streams
- Index Contour
- Intermittent Contour (1-ft interval)
- Foothills Property
- Slopes > 15% within 100 ft. of wetlands
- Wetlands
- Wetland Boundary per WER (2007)
- Isolated Wetland per WER (2007)
- 25 ft. Wetland Buffer
- Proposed Enhanced Wetland Buffer (See here)

Request for modification is pending with Army Corps of Engineers

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 www.BIDSWater.com

Map Sources:  
 Aerial Photography - USGS/AESA, Summer 2005  
 Wetland and Property Boundaries - WER  
 Rivers and Streams - CDDW  
 Topography - Boulder County GIS  
 Street Coordinates - Struensee Gordon Meyer  
 Street Coordinates from a DEM that was derived from topographic lines

0 175 350 525 Feet  
 1 inch = 175 feet

Designed by: DSS  
 Detail by: DMB  
 Date: 09/30/2008  
 Scale: 1:2,100

**Figure 3b**  
**Foothills Property - South Part**  
**Wetland Buffer Zone Analysis**

**Attachment A:**  
Wetland Functions Assessment Forms

**Town of Crested Butte - Wetland Functions Assessment Form<sup>1</sup>**

Wetland Name: Cemetery Wetland Wetland Location: Foothills Date: August 22, 2008

**Check Characteristics of Wetland Observed**

Groundwater Discharge

Seep/spring evident  
 Organic soils

2 DEGREE FUNCTION PERFORMED<sup>2</sup>  
a CERTAINTY<sup>3</sup>

Notes: Only small seasonal seep noted by WER. No organic soils.

No outlet  
 Water input greater than output  
 Dense vegetation  
 Gently sloping wetland edges  
 Wide flood plain  
 Sediment deposits evident

2 DEGREE FUNCTION PERFORMED<sup>2</sup>  
a CERTAINTY<sup>3</sup>

Notes: Has flat areas for deposition; well vegetated.

Water Quality Improvement

Performs sediment retention to high degree  
 Organic matter accumulation  
 No outlet  
 Permanently or semi-permanently flooded  
 High productivity  
 In highly developed watershed  
 Non-acidic soils

2 DEGREE FUNCTION PERFORMED<sup>2</sup>  
a CERTAINTY<sup>3</sup>

Notes: \_\_\_\_\_

Flood Storage

Large watershed  
 On 1st, 2nd order stream  
 Wetland site greatly increased during flooding  
 Wetland large and deep  
 Low gradient  
 Not permanently saturated  
 No outlet  
 Dense vegetation

1 DEGREE FUNCTION PERFORMED<sup>2</sup>  
a CERTAINTY<sup>3</sup>

Notes: Not located on river. Small storage capacity.

Wildlife Habitat

Good edge ratio  
 Islands  
 High plant diversity  
 Some alkalinity  
 Sinuous and irregular basin  
 Basin and wetland not small  
 Gentle gradient  
 No artificial water fluctuations  
 Not dominated by moss  
 pH greater than 6.0  
 Some open water  
 Not urban or deep water  
 Not channelized or farmed  
 Undisturbed  
 Good food sources

2 DEGREE FUNCTION PERFORMED<sup>2</sup>  
a CERTAINTY<sup>3</sup>

Notes: Wetland sustained by irrigation water, only small open water. Many introduced and pasture species. No observations of wildlife usage.

Shoreline Anchoring

Occurs along lake or stream  
 Dominated by woody vegetation  
 Bottom covered by fibrous roots

1 DEGREE FUNCTION PERFORMED<sup>2</sup>  
a CERTAINTY<sup>3</sup>

Notes: No open water or shoreline present.

Aquatic Food Chain Support

No stagnant water  
 Highly productive vegetation  
 Irregularly shaped  
 No outlet (for within basin support)  
 Not entirely shallow, warm in summer  
 Good mixing of water  
 Outlet (for downstream support)  
 Non-acidic  
 Not sandy substrate  
 Not permanently flooded  
 Dense and diverse vegetation  
 Good flushing flows  
 Vegetation overhanging water  
 Not hypersaline

2 DEGREE FUNCTION PERFORMED<sup>2</sup>  
a CERTAINTY<sup>3</sup>

Notes: Water from irrigation ditch. Not along river.

Sediment Retention

1. As described in Cooper 1993 and incorporated into the Town's wetland regulation (Section 15-3-11).  
 2. Degree Function Performed: 1 = not performed, 2 = performed to low-moderate degree, 3 = performed to a high degree  
 3. Certainty: a = certain, b = relatively certain, c = great uncertainty

# Town of Crested Butte - Wetland Functions Assessment Form<sup>1</sup>

Wetland Name: East Wetland Wetland Location: Foothills Date: August 22, 2008

## Check Characteristics of Wetland Observed

Groundwater Discharge

No seep/spring evident  
 Organic soils

**3\_ DEGREE FUNCTION PERFORMED<sup>2</sup>**  
**a\_ CERTAINTY<sup>3</sup>**

Notes: Both characteristics observed. Hydrologic connection to river. Some groundwater may be sub-irrigation returns.

Sediment Retention

No outlet  
 Water input greater than output  
 Dense vegetation  
 Gently sloping wetland edges  
 Wide flood plain  
 Sediment deposits evident

**2\_ DEGREE FUNCTION PERFORMED<sup>2</sup>**  
**b\_ CERTAINTY<sup>3</sup>**

Notes: Has flat areas close to river. Well vegetated.

Water Quality Improvement

Performs sediment retention to high degree  
 Organic matter accumulation  
 No outlet  
 Permanently or semi-permanently flooded  
 High productivity  
 In highly developed watershed  
 Non-acidic soils

**2\_ DEGREE FUNCTION PERFORMED<sup>2</sup>**  
**b\_ CERTAINTY<sup>3</sup>**

Notes: May not receive dirty water, but good vegetation, organic soils.

Flood Storage

Large watershed  
 On 1st, 2nd order stream  
 Wetland site greatly increased during flooding  
 Wetland large and deep

Low gradient  
 Not permanently saturated  
 No outlet  
 Dense vegetation

**2\_ DEGREE FUNCTION PERFORMED<sup>2</sup>**  
**a\_ CERTAINTY<sup>3</sup>**

Notes: Lacks large storage capacity.

Wildlife Habitat

Good edge ratio  
 Islands  
 High plant diversity  
 Some alkalinity  
 Sinuous and irregular basin  
 Basin and wetland not small  
 Gentle gradient  
 No artificial water fluctuations  
 Not dominated by moss  
 pH greater than 6.0  
 Some open water  
 Not urban or deep water  
 Not channelized or farmed  
 Undisturbed  
 Good food sources

**2\_ DEGREE FUNCTION PERFORMED<sup>2</sup>**  
**a\_ CERTAINTY<sup>3</sup>**

Notes: Wildlife usage limited by pedestrian trail, lack of connection to other valuable habitats and development in area.

Aquatic Food Chain Support

No stagnant water  
 Highly productive vegetation  
 Irregularly shaped  
 No outlet (for within basin support)  
 Not entirely shallow, warm in summer  
 Good mixing of water  
 Outlet (for downstream support)  
 Non-acidic  
 Not sandy substrate  
 Not permanently flooded  
 Dense and diverse vegetation  
 Good flushing flows  
 Vegetation overhanging water  
 Not hypersaline

**2\_ DEGREE FUNCTION PERFORMED<sup>2</sup>**  
**a\_ CERTAINTY<sup>3</sup>**

Notes: Wetland is not located along river. Lacks flow to transport detritus to river.

Shoreline Anchoring

Occurs along lake or stream  
 Dominated by woody vegetation  
 Bottom covered by fibrous roots

**1\_ DEGREE FUNCTION PERFORMED<sup>2</sup>**  
**a\_ CERTAINTY<sup>3</sup>**

Notes: No real open water or shoreline present.

1. As described in Cooper 1993 and incorporated into the Town's wetland regulation (Section 15-3-11).  
 2. Degree Function Performed: 1 = not performed, 2 = performed to low-moderate degree, 3 = performed to a high degree  
 3. Certainty: a = certain, b = relatively certain, c = great uncertainty

Town of Crested Butte - Wetland Functions Assessment Form<sup>1</sup>

Wetland Name: Pond Wetland

Wetland Location: Foothills

Date: August 22, 2008

Check Characteristics of Wetland Observed

Groundwater Discharge

- Seep/spring evident
  - Organic soils
  - 1 DEGREE FUNCTION PERFORMED<sup>2</sup>
  - a CERTAINTY<sup>3</sup>
- Notes: Hisitic Epipedon. At least seasonal spring. However, no hydrologic connection to river. Wetland is small.

Flood Storage

- Large watershed
  - On 1st, 2nd order stream
  - Wetland site greatly increased during flooding
  - Wetland large and deep
  - Low gradient
  - Not permanently saturated
  - No outlet
  - Dense vegetation
  - 1 DEGREE FUNCTION PERFORMED<sup>2</sup>
  - a CERTAINTY<sup>3</sup>
- Notes: Not located near river. Could store only localized runoff. Very small watershed.

Shoreline Anchoring

- Occurs along lake or stream
  - Dominated by woody vegetation
  - Bottom covered by fibrous roots
  - 1 DEGREE FUNCTION PERFORMED<sup>2</sup>
  - a CERTAINTY<sup>3</sup>
- Notes: Small seasonal open water. Good vegetation cover. but no real shoreline.

Sediment Retention

- No outlet
  - Water input greater than output
  - Dense vegetation
  - Gently sloping wetland edges
  - Wide flood plain
  - Sediment deposits evident
  - 2 DEGREE FUNCTION PERFORMED<sup>2</sup>
  - a CERTAINTY<sup>3</sup>
- Notes: Very small watershed that is moderately well vegetated. Could only capture local sediment.

Wildlife Habitat

- Good edge ratio
  - Islands
  - High plant diversity
  - Some alkalinity
  - Sinuous and irregular basin
  - Basin and wetland not small
  - Gentle gradient
  - No artificial water fluctuations
  - Not dominated by moss
  - pH greater than 6.0
  - Some open water
  - Not urban or deep water
  - Not channelized or farmed
  - Undisturbed
  - Good food sources
  - 2 DEGREE FUNCTION PERFORMED<sup>2</sup>
  - a CERTAINTY<sup>3</sup>
- Notes: Wetland small and not connected to other wetlands, riparian areas, or the river. Near Gothic Road.

Water Quality Improvement

- Performs sediment retention to high degree
  - Organic matter accumulation
  - No outlet
  - Permanently or semi-permanently flooded
  - High productivity
  - In highly developed watershed
  - Non-acidic soils
  - 2 DEGREE FUNCTION PERFORMED<sup>2</sup>
  - a CERTAINTY<sup>3</sup>
- Notes: Very small watershed. Does not receive much dirty water.

Aquatic Food Chain Support

- No stagnant water
  - Highly productive vegetation
  - Irregularly shaped
  - No outlet (for within basin support)
  - Not entirely shallow, warm in summer
  - Good mixing of water
  - Outlet (for downstream support)
  - Non-acidic
  - Not sandy substrate
  - Not permanently flooded
  - Dense and diverse vegetation
  - Good flushing flows
  - Vegetation overhanging water
  - Not hypersaline
  - 1 DEGREE FUNCTION PERFORMED<sup>2</sup>
  - a CERTAINTY<sup>3</sup>
- Notes: Very small wetland. No connection to river. Only internal support.

1. As described in Cooper 1993 and incorporated into the Town's wetland regulation (Section 15-3-11).  
 2. Degree Function Performed: 1 = not performed, 2 = performed to low-moderate degree, 3 = performed to a high degree  
 3. Certainty: a = certain, b = relatively certain, c = great uncertainty

Town of Crested Butte - Wetland Functions Assessment Form<sup>1</sup>

Wetland Name: Slate River Wetland Wetland Location: Foothills Date: August 22, 2008

Check Characteristics of Wetland Observed

Groundwater Discharge  
 Seep/spring evident  
 Organic soils  
2\_ DEGREE FUNCTION PERFORMED<sup>2</sup>  
a\_ CERTAINTY<sup>3</sup>  
 Notes: No seeps/springs observed. Could discharge seasonally.

Sediment Retention  
 No outlet  
 Water input greater than output  
 Dense vegetation  
 Gently sloping wetland edges  
 Wide flood plain  
 Sediment deposits evident  
2\_ DEGREE FUNCTION PERFORMED<sup>2</sup>  
b\_ CERTAINTY<sup>3</sup>  
 Notes: Lacks large, flat areas, but is well vegetated and receives runoff from developed areas.

Water Quality Improvement  
 Performs sediment retention to high degree  
 Organic matter accumulation  
 No outlet  
 Permanently or semi-permanently flooded  
 High productivity  
 In highly developed watershed  
 Non-acidic soils  
2\_ DEGREE FUNCTION PERFORMED<sup>2</sup>  
a\_ CERTAINTY<sup>3</sup>  
 Notes: Could provide minor water quality improvement. Good vegetation.

Flood Storage  
 Large watershed  
 On 1st, 2nd order stream  
 Wetland site greatly increased during flooding  
 Wetland large and deep  
 Low gradient  
 Not permanently saturated  
 No outlet  
 Dense vegetation  
2\_ DEGREE FUNCTION PERFORMED<sup>2</sup>  
a\_ CERTAINTY<sup>3</sup>  
 Notes: Adjacent to river but lacks storage capacity. River incised in areas.

Wildlife Habitat  
 Good edge ratio  
 Islands  
 High plant diversity  
 Some alkalinity  
 Sinuous and irregular basin  
 Basin and wetland not small  
 Gentle gradient  
 No artificial water fluctuations  
 Not dominated by moss  
 pH greater than 6.0  
 Some open water  
 Not urban or deep water  
 Not channelized or farmed  
 Undisturbed  
 Good food sources  
2\_ DEGREE FUNCTION PERFORMED<sup>2</sup>  
a\_ CERTAINTY<sup>3</sup>  
 Notes: Most of wetland relatively narrow. Development close by, roads/crossing limit wildlife movements.

Aquatic Food Chain Support  
 No stagnant water  
 Highly productive vegetation  
 Irregularly shaped  
 No outlet (for within basin support)  
 Not entirely shallow, warm in summer  
 Good mixing of water  
 Outlet (for downstream support)  
 Non-acidic  
 Not sandy substrate  
 Not permanently flooded  
 Dense and diverse vegetation  
 Good flushing flows  
 Vegetation overhanging water  
 Not hypersaline  
2\_ DEGREE FUNCTION PERFORMED<sup>2</sup>  
a\_ CERTAINTY<sup>3</sup>  
 Notes: Some overhanging willows but relatively narrow. No water flow from wetland to river.

Shoreline Anchoring  
 Occurs along lake or stream  
 Dominated by woody vegetation  
 Bottom covered by fibrous roots  
2\_ DEGREE FUNCTION PERFORMED<sup>2</sup>  
a\_ CERTAINTY<sup>3</sup>  
 Notes: Willows not continuous on banks. Some bank erosion evident.

1. As described in Cooper 1993 and incorporated into the Town's wetland regulation (Section 15-3-11).  
 2. Degree Function Performed: 1 = not performed, 2 = performed to low-moderate degree, 3 = performed to a high degree  
 3. Certainty: a = certain, b = relatively certain, c = great uncertainty

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**Attachment B:**  
Photographs  
(Locations shown on Figure 2)

# Foothills of Crested Butte

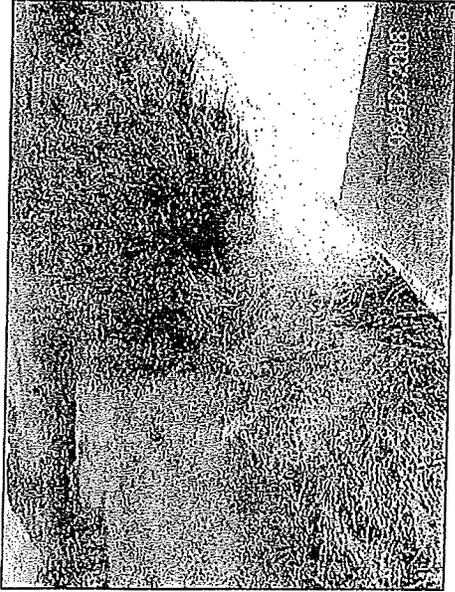


Photo 1 - Town's pedestrian trail along southeast corner of site.

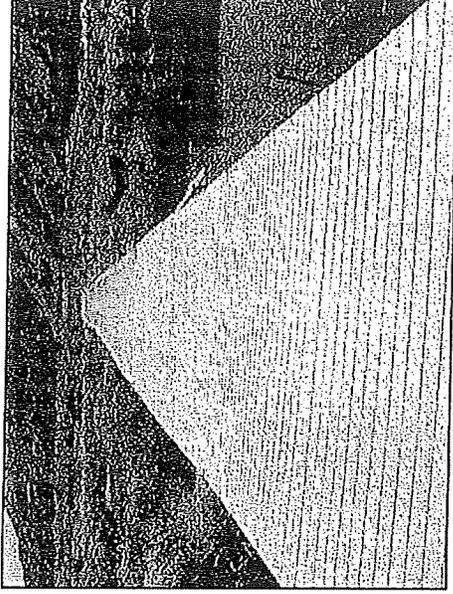


Photo 2 - Town's pedestrian path bisecting wetland complex along the Slate River and Washington Gulch.

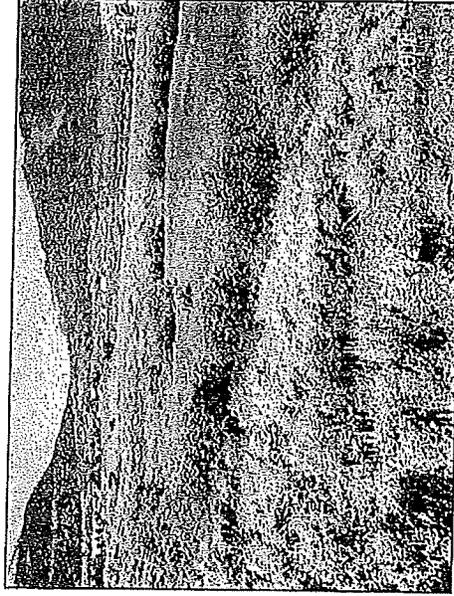


Photo 3 - Pond Wetland with Gothic Road and Town in background.

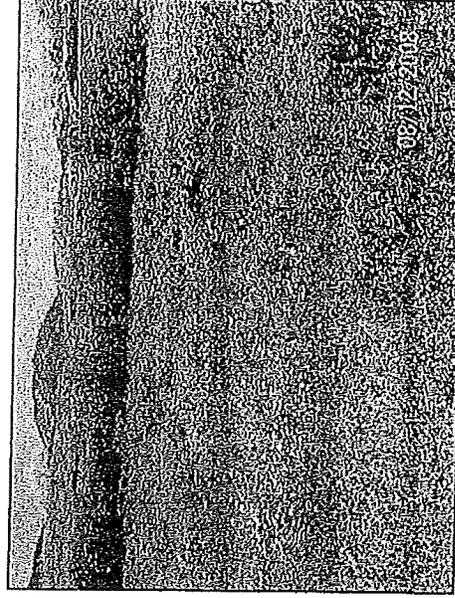


Photo 4 - Existing buffer with excellent vegetative cover adjacent to East Wetland.

# Foothills of Crested Butte

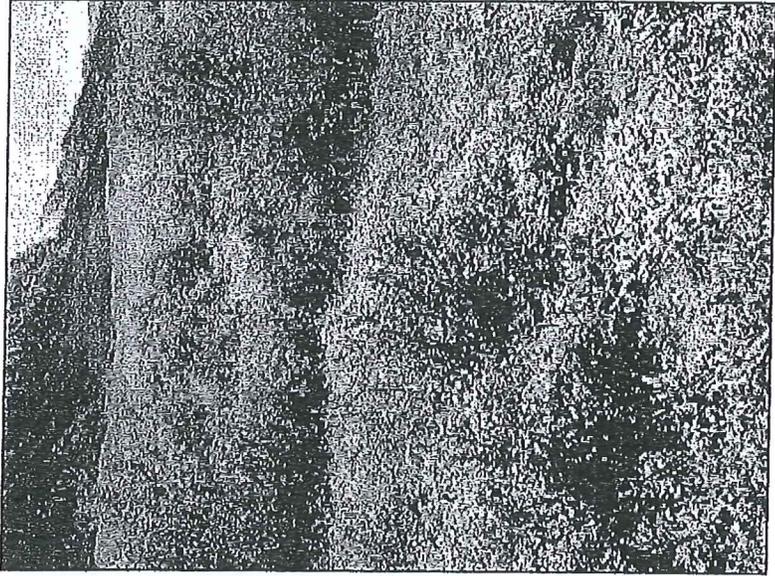


Photo 5 - Existing buffer with good cover adjacent to East Wetland.

## **Attachment 6**

### **6-Wildlife Habitat Analysis and Mitigation Plan**



125 Colorado Avenue  
Montrose, Colorado 81401  
970.240.4374

## **Slate River Development Subdivision**

### **Wildlife Habitat Analysis and Mitigation Plan**

*Prepared for:*

Cypress Foothills, LP  
8343 Douglas Avenue, Suite 200  
Dallas, Texas 75225

*Prepared by:*

Steve Boyle, Senior Scientist  
**BIO-Logic, Inc.**  
125 Colorado Avenue, Suite B  
Montrose, CO 81401

March 8, 2017

#### **1. INTRODUCTION**

Cypress Foothills, LP (Cypress) owns a 44.5-acre parcel of land in Gunnison County, Colorado adjacent to the town of Crested Butte. Cypress is seeking Gunnison County approval for subdivision of the parcel to create the Slate River Development, a residential development.

Pursuant to the Gunnison County Land Use Regulation (LUR), Gunnison County Community Development Department staff requested that Colorado Parks and Wildlife (CPW) review Cypress's sketch plan. CPW reviewed the sketch plan application and on 5 May 2016, CPW provided a comment letter to Gunnison County which identified potential impacts to sensitive wildlife habitat and human-wildlife conflicts including:

- Killing and harassment of wildlife by pets.
- Black bear-human conflicts.
- Mountain lion-human conflicts.
- Degradation of yards and ponds by Canada geese, and killing or harassment of Canada geese by pets.

- Potential impacts to boreal toad, listed by the State as endangered. Although not known to occur at the site, boreal toads could inhabit riparian areas in the development.
- The development lies within an elk movement corridor that is already congested with development, and would essentially put “ a stopper in the narrow bottleneck”. About 200-300 elk seasonally move through the area. If elk continue to use the area, concern is for disturbance to elk by humans and pets, fence hazards, and the potential for elk to damage private property. Elk may shift movements to other areas, which could increase human-elk conflicts in other areas.

In August 2016 the Board of County Commissioners of Gunnison County (BOCC) adopted Resolution 2016-33 approving the Slate River Development sketch plan; the resolution is attached in Appendix B. The resolution included the following findings related to impacts on sensitive wildlife habitat:

“The property is identified as sensitive wildlife habitat, pursuant to the *Land Use Resolution*, based upon comments received from Colorado Parks and Wildlife, concerning the use of the property as an elk migration corridor.” (Finding #7, page 2).

The resolution also identified conditions of particular attention, including requiring a Wildlife Habitat Analysis and Mitigation Plan:

“Wildlife impacts to elk, regarding mitigation and potential human-elk conflicts, including a wildlife habitat analysis, documentation of consultation with Colorado Parks and Wildlife, and provision for domestic animal controls.” (Resolution Condition 1, page 3).

As part of its combined preliminary and final plan application, Cypress is therefore required to submit a site-specific wildlife habitat analysis in accordance with the LUR Section 11-106 (F)(4). The purpose of this Analysis and Plan is to satisfy that requirement and includes:

- Evaluation of the relevant physical features of the property.
- Site-specific determination of the locations of wildlife habitat on the property.
- Description of how the proposed development will comply with *Section 11-106 (G): General Standards for Development in Sensitive Wildlife Habitat Areas*, including a Mitigation Plan.

## 2. METHODS

This Analysis has been prepared in close consultation with CPW. On November 7, 2016 BIO-Logic biologists Steve Boyle and Jim Le Fevre visited the property, determined vegetation communities and wildlife habitats, and examined elk habitat and movement potential in the surrounding area. On December 2, 2016 Steve Boyle met with CPW Gunnison Area Wildlife Manager J Wenum and District Wildlife Manager Chris Parmeter at the CPW Gunnison Area Office. We reviewed maps and discussed the development in detail, including wildlife resources present, CPW wildlife data and staff personal knowledge, potential impacts to wildlife, and conservation measures and mitigation options. We

continued consultations by phone through December 2016 and January 2017 to further develop this Analysis and Mitigation Plan.

We also reviewed the CPW list of state threatened and endangered species and species of concern; U.S. Fish and Wildlife Service list of federally endangered, threatened, and candidate species for Gunnison County; the Gunnison County LUR and county-designated sensitive wildlife habitats; and CPW data on elk habitats, distribution, and population size and trend.

### 3. PROJECT DESCRIPTION

A detailed description of the project is provided in BOCC Resolution 2016-33, attached in Appendix B. In summary, the 44.5-acre Cypress property is located north of and adjacent to the town of Crested Butte, south of Gunnison County Road 317, also known as Gothic Road (Figures 1 and 2). The property is bounded by the town of Crested Butte, the Crested Butte Cemetery to the north, and by Foxtrot Subdivision and the Moon Ridge development on the north and east. The Slate River divides the property into east and west parcels, and Cypress proposes a “hybrid format” development with 14.1 acres in the west parcel to be annexed by the town of Crested Butte. Plans for the west parcel include 6 residential lots, cleanup of an unused landfill site, dedicated open space, schools, parks, and public facilities, as well as recreational access to the Slate River. The 30-acre east parcel contains the Slate River and will remain in unincorporated Gunnison County. Cypress proposes to divide the 30.4-acre east parcel into 23 single-family lots (see Site Plan, Figure 3), with allowance of a secondary residential unit on each lot, and then one additional lot that will be used as a park and owned by the homeowners association. The development plan includes construction of a new access road across the west parcel from Gothic Road and a new bridge over the Slate River; residential access roads; and utilities including connection to the town of Crested Butte systems for domestic water and sewer.

This Wildlife Habitat Analysis and Mitigation Plan is required by Gunnison County LUR and is mainly concerned with the portion of the hybrid format development on the east parcel. However, aspects of the proposed development on the west parcel, to be annexed by the town of Crested Butte, are discussed where relevant to assessing the potential impacts of the project on sensitive wildlife habitat.

### 4. NATURAL FEATURES AND HABITATS ON THE SITE

The east parcel (hereafter, the Site) is composed of gently rolling hills adjacent to the Slate River (see Site photos, Appendix C). Figure 4 shows natural features on the Site. Most of the Site is upland dominated by mountain big sagebrush at relatively low density, with other low shrub species and considerable cover of perennial grasses and forbs. Low-lying areas are wet meadow with shallow depth to groundwater and seasonally standing water. Wetlands are dominated usually by dense stands of planeleaf willow and Geyer’s willow, relatively tall shrubs, with herbaceous vegetation typical of natural wet areas. The Slate River lies within the Site, and is bordered by a narrow band of riparian vegetation with willow-dominated vegetation similar to the scattered wetlands.

A wetland study done for the east and west parcels of the property (*Wetland report for the Slate River Development, Gunnison County, Colorado, Bikis Water Consultants, March 2016*) identified 10.14 acres

of wetland spread over 9 sites, of which 9.21 acres are jurisdictional wetlands. The wetland boundaries are shown on Figure 4; areas not mapped in Figure 4 as wetlands are sagebrush-grassland uplands.

The vegetation in both uplands and wetlands on the Site is mostly native with relatively few weeds, and the vegetation communities appear to be in fairly good ecological condition with little evidence of recent disturbance. The uplands provide structural habitat components that are suitable for shrubland and grassland wildlife species such as coyote, red fox, badger, mule deer, winter and transitional range for elk, and nesting and foraging habitat for many bird species. The property is outside the range of the Gunnison sage-grouse and is not considered habitat for that species. Willow patches in the scattered wetlands and along the river margin provide security cover for smaller mammal species and habitat for some additional riparian-dependent bird species. The river and its margins provide habitat for fish, beaver, mink, and aquatic bird species including Canada geese, ducks, and a few shorebird species; aquatic birds are probably most common during spring and fall migration and breeding habitat is limited.

All of the wildlife habitats on the Site are affected by close proximity of human use including the adjacent town sewage treatment plant and a pedestrian and bike path that parallels the Site on the east. About 28 county address points already exist within ½ mile of the Site, not counting the adjacent urban area of the town of Crested Butte. User-created trails are common in the vegetation near the Slate River. At present, these existing human influences leave the Site suitable for common human-adapted species such as raccoons and red fox, but tend to reduce the Site's habitat quality for more sensitive species such as big game and larger birds of prey.

Because the Site is too small to provide by itself significant habitat for larger and more sensitive wildlife species, the Site's value depends in part on its connectivity to the higher quality wildlife habitats that remain in the area. The Site lies between the urban areas of Crested Butte and Mt. Crested Butte. The remaining areas of open space in the area are concentrated along the Slate River to the northwest where significant natural open space is protected in conservation easements, and other private lands to the southeast where conservation easements and other open space exists mingled with development (Figure 2). The 90-acre Moon Ridge development conservation easement lies east of the Site and connects to Forest Service land, although animals moving from the Site to that open space must cross a wire fence and the recreational path. The wetland studies on the property included a functional assessment of wetlands that included assessment as wildlife habitat. The wetland study report concluded that wetlands on the property had reduced function as wildlife habitat because of the influence of nearby human presence and limited connectivity to other wetlands in the surrounding area.

As habitat for sensitive wildlife species, the Site represents a small remnant of shrubland/grassland uplands, swale wetlands, and river-associated willow riparian habitats that were once common in the landscape. Ongoing development in the surrounding area has degraded connections to other remaining habitat fragments, and will continue to do so.

## **5. POTENTIAL IMPACTS TO SENSITIVE WILDLIFE**

The county-designated sensitive wildlife habitat of concern is the elk migration corridor mapped by CPW that includes part of the Site (Figures 2 and 5). As indicated by the CPW comment letter (May 5, 2016), conversations with CPW staff, and the BOCC resolution approving the sketch plan, the principal concerns

of both CPW and the BOCC are impacts to the elk migration corridor, the potential for harassment of elk and other wildlife by pets, and the potential for increased human-wildlife conflicts and property damage.

### **5.1 Harassment by Pets**

The 23 residential lots, each with allowance for a secondary residence, may introduce up to three domesticated household pets per lot. Unrestrained dogs may cause many larger animals to avoid the area, and may result in harassment and killing of wildlife. Unrestrained cats are known to cause significant mortality to birds and rodents. The conservation measures described in the Mitigation Plan (Section 6 below) impose restrictions on lot owners that prohibit dogs from roaming free. If implemented these restrictions provide reasonable mitigation of pet impacts to wildlife.

### **5.2 Human-Wildlife Conflicts**

Black bears are common in the area and bear conflicts with humans are common and increasing, according to CPW. The subdivision will provide additional opportunities for human-bear conflicts including property damage, injury risk to humans, and risk to bears that become habituated to human presence and supplemental food and must be killed by law enforcement officers. Other wildlife species such as red foxes and raccoons can also become nuisances if supplemental food is available. The best strategy for reducing conflicts is to avoid bear habituation through supplemental food. Conservation measures in the Mitigation Plan will impose restrictions on lot owners that avoid provisioning food to bears and other wildlife. If implemented, these restrictions provide the best reasonable measures to reduce conflicts between humans and bears or other wildlife.

### **5.3 Impacts to Elk**

CPW manages elk populations within Data Analysis Units (DAU) that represent reasonably distinct game populations. The Site lies within DAU E-43, which includes lands in the Slate and East River drainages east of Highway 135 and Crested Butte. The Site is also relevant to DAU E-41, which includes the West Elk Mountains and other lands west of Highway 135 and Crested Butte. According to CPW, elk populations in each of these DAUs are at or near population goals set by CPW, and population trends are considered stable.

The Site does not provide breeding habitat or other summer habitat for elk, and does not provide winter habitat because of its relatively high elevation and typical deep snow cover in winter. The Site's value to elk is a migration corridor for elk moving through the Slate River drainage between summer ranges to the north and winter ranges beginning several miles to the south (Figure 5). CPW has observed elk using this migration corridor regularly each year, most noticeably in fall when elk move through in a single group or a few large groups. According to CPW, in fall about 200-300 elk congregate on the private land conservation easements in the Slate River floodplain and adjacent hills northwest of the Site. When snowfall forces them south they tend to move quickly through the corridor between Crested Butte and Mt. Crested Butte, where they follow an increasingly congested route along the west flank of Crested Butte Mountain to reach winter ranges. In spring elk make the return trip in smaller and more scattered groups, and appear to take more varied routes. It is important to note that not all elk summering north of Crested Butte use the Slate River corridor to reach winter ranges. CPW data on radio-marked elk, and observational data, indicate that many elk move through the East River valley east of Crested Butte

Mountain, and others migrate west of Crested Butte and Gibson Ridge toward Flat Top Mesa. Figure 5 shows CPW-mapped migration patterns indicating the varied elk migration routes in the region.

The Site represents a remnant of open space in the Slate River migration corridor which is relatively open to the northwest, but increasingly impaired to the southeast by residential development and fences. The Site is located in a bottleneck in the migration corridor between the two urban areas. Residential development will make the Site less attractive to elk. Because conservation measures in the Mitigation Plan will include restrictions on fencing and at-large pets, development of the Site is not likely to completely bar elk from passage, but will add more behavioral barriers that elk must overcome to pass through, and will tighten if not totally close the existing bottleneck in the corridor. CPW believes that some elk may continue to use the corridor after development, finding ways through the subdivision or around the margins. It is also likely that some of the elk now using this corridor, and perhaps the majority over time, will shift their movements to other migration routes to reach the existing winter ranges. Many elk that summer in the upper Slate and East River drainages use two other migration corridors, the East River east of Mount Crested Butte, and a route west of Crested Butte and Gibson Ridge into the Ohio Creek drainage. Both of these routes contain significantly more open space and large private ranches than the Slate River migration corridor. The East River corridor in particular is gaining significant protection as open space with a Gunnison Ranchland Legacy project that will place a first conservation easement on the Trampe Ranch in early 2017, and second and third conservation easements over the next year.

Potential impacts to elk if they continue to use the migration corridor could include harassment by pets and human presence, and injury from fence entanglements. With the conservation measures in the Mitigation Plan, harassment would be reduced to the extent possible by restrictions on free-ranging pets, and fence mortality would be minimized by restrictions on fences.

If elk largely or wholly abandon the Slate River migration corridor, the other corridors available to them are likely to persist and provide alternative routes to winter ranges that appear to be workable. Such changes in movement patterns, if they occur, are not likely to significantly affect elk population size or trend at the DAU level. Localized changes in elk damage to private property could result, although it is not possible to predict if or where such local problems could arise.

## 6. MITIGATION PLAN

Because the Slate River Development Subdivision has potential impacts on sensitive wildlife, the following conservation measures are proposed to eliminate, reduce, and offset impacts as much as practicable.

### 6.1 Reducing Wildlife Harassment and Human-Wildlife Conflicts

1. Covenants will allow exterior fencing around the perimeter of the development to protect against neighboring agricultural uses, and such exterior fencing shall be wildlife friendly and shall not exceed 42 inches in height. Interior fencing within lots shall be limited to enclosing an area no larger than 500 square feet. These fencing requirements will help to maintain wildlife movement through the development.

2. Covenants will require that all trash shall be placed in bear-proof containers.
3. Covenants will require that domestic animals be controlled by kenneling, leashing, fencing, or other physical constraint.
4. Cypress in consultation with CPW shall develop information for homeowners about wildlife in the area and best practices for minimizing wildlife impacts and human-wildlife conflicts. The information may include a brochure, booklet, video, or other media, and will include at minimum information on elk, black bear, mountain lion, waterfowl, and riparian values.

#### **6.2 Protection of On-Site Wetland Wildlife Habitat**

5. Wetlands on the Site shall be protected from development, including a 50-foot building setback from all high-quality wetlands, 25 feet more than county regulations require. Cypress will observe a 25-foot building setback from all low-quality wetlands on the Site.

#### **6.3 Public Recreation and Amenities**

6. Per section 9.5 of the Pre-Annexation Agreement with the town of Crested Butte, a river trail and public access will be provided on the West parcel. The river trail is intended to connect public parkland and open space along the river on the West parcel to the town's recreational path east of the Site, and will provide legal access to the west bank of the Slate River and boater access to the river.

#### **6.4 Elk Habitat Offset**

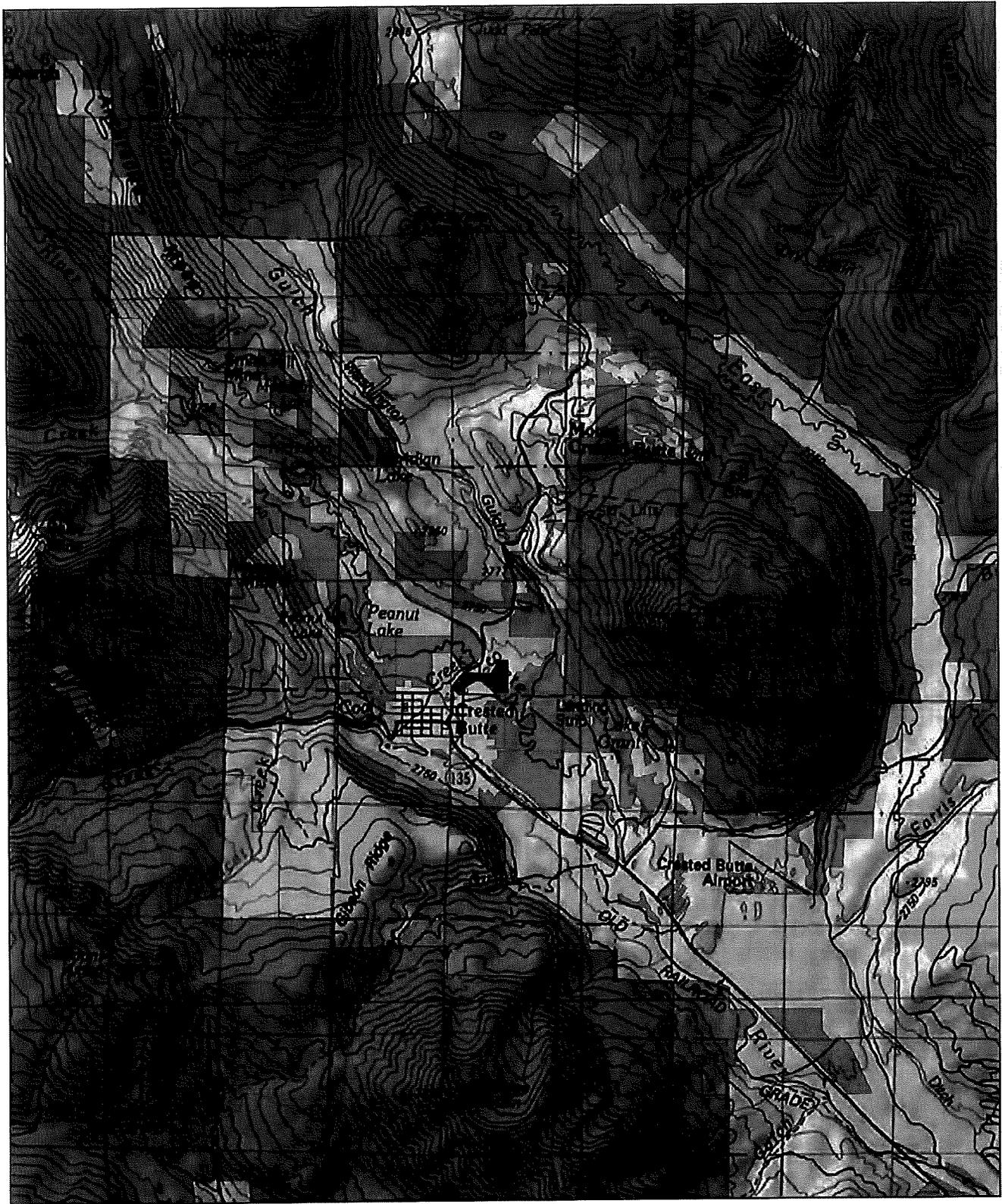
7. It is recognized that the development may add to the many existing impairments of elk to use the Slate River migration corridor, and that this impact to elk movement cannot be eliminated or substantially reduced by on-site conservation measures. Nevertheless, in order to mitigate any potential impacts of the development on the elk migration corridor, Cypress proposes and CPW accepts that if and when Gunnison County finally approves its land use change application, Cypress will make a one-time payment of \$20,000.00 for an off-site elk habitat protection project. The amount of this payment was determined in negotiation with CPW as representing an amount sufficient to provide meaningful benefit to the affected elk population. The payment shall be made no later than December 31<sup>st</sup>, 2017. The payment shall be made to the Trust for Public Land to be used entirely and exclusively for the purchase of a conservation easement on the Trampe Ranch in Gunnison County (*Conditional Pledge of Donation* from Cypress to TPL is attached as Appendix D). The objective of the offset mitigation fund is to provide permanent protection of elk migration corridors, and to protect crucial elk winter range and habitat for other wildlife.



125 Colorado Avenue  
Montrose, Colorado 81401  
970.240.4374

**APPENDIX A. MAP FIGURES.**

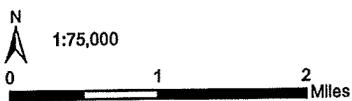
- Figure 1. Regional Location.
- Figure 2. Site Location and Existing Gunnison County Address Points.
- Figure 3. Site Plan, East Parcel.
- Figure 4. Natural Features on the Site.
- Figure 5. Elk Regional Habitat and Movement Patterns.



**Legend**

- Slate River Development
- Conservation Easements and Open Space
- BLM
- GMUG National Forest

**Slate River Development Subdivision**



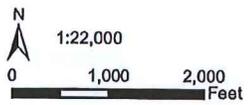
**Figure 1**  
**Regional Location**



**Legend**

- Slate River Development
- Elk Migration Corridor
- Address Points
- Conservation Easements and Open Space
- GMUG National Forest

**Slate River Development Subdivision**



**Figure 2**  
**Site Location and**  
**Existing Address Points**

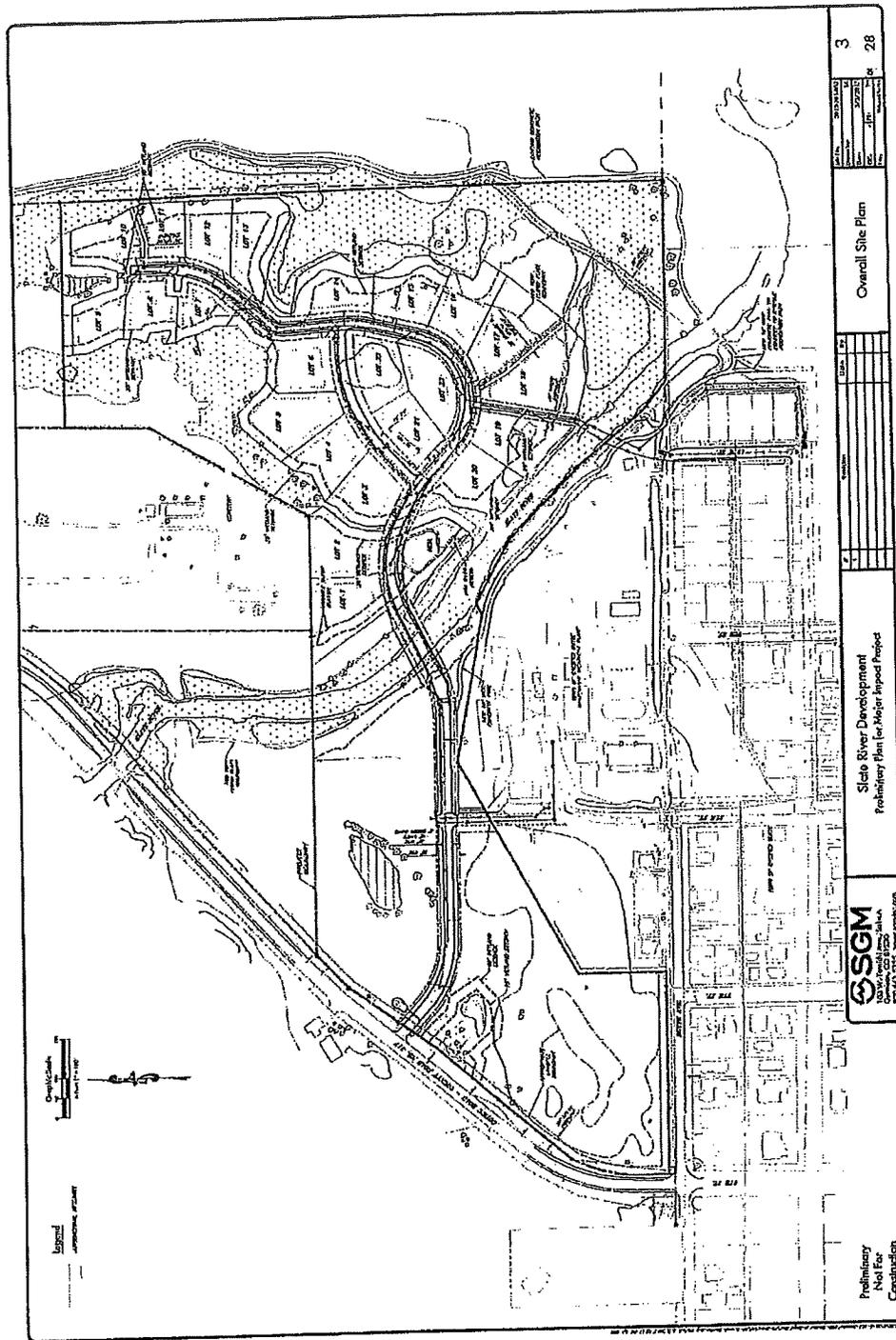
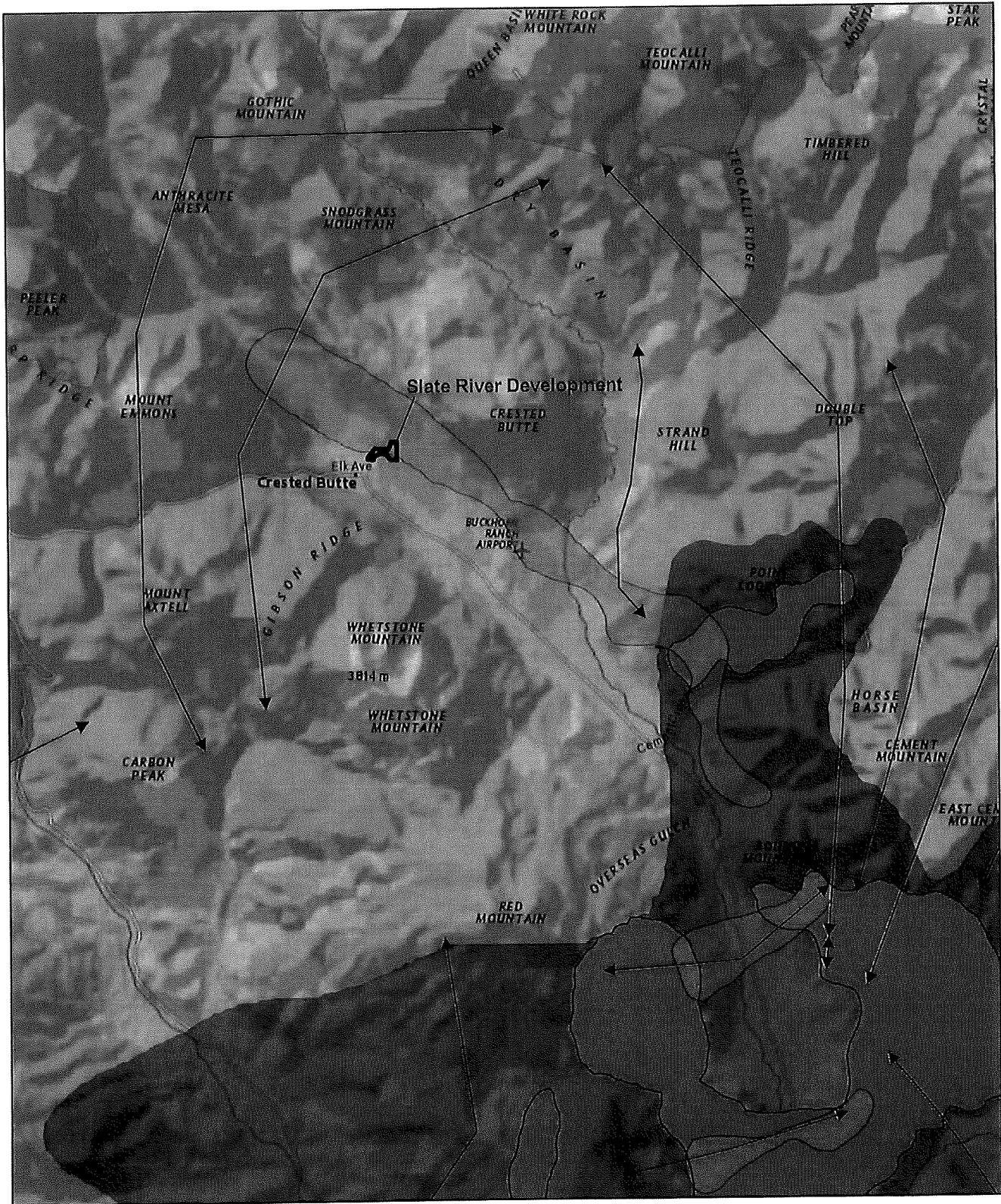
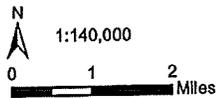


Figure 3. Development Layout Map.





Data Source:  
Colorado Parks and Wildlife



**Legend**

-  Slate River Development
-  Elk Migration Patterns
-  Elk Migration Corridor
-  Elk Winter Range
-  Elk Winter Concentration Area

**Slate River Development Subdivision**

**Figure 5**  
**Elk Habitats and Movement Patterns**



125 Colorado Avenue  
Montrose, Colorado 81401  
970.240.4374

**APPENDIX B. GUNNISON COUNTY BOCC RESOLUTION 2016-33.**

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY  
RESOLUTION NO. 2016 - 33

A RESOLUTION APPROVING THE SKETCH PLAN FOR  
LUC NO. 2016-00009  
SLATE RIVER DEVELOPMENT  
SW 1/4 OF SECTION 35,  
TOWNSHIP 13 SOUTH, RANGE 86 WEST, 6<sup>TH</sup> P.M, TRACT Q (AKA LOT 13)  
CYPRESS FOOTHILLS, LP

**WHEREAS**, Cypress Foothills, LP represented by Marcus J. Lock, Law of the Rockies, submitted the Slate River Development Sketch Plan, which proposes the subdivision of a 44.5-acre parcel, which has been described as a "hybrid-format" development proposal. The application is the first step of a multi-tiered review to develop the subdivision. The property is bisected by the Slate River, which divides the land into a "West Parcel" and an "East Parcel". The dichotomy of the hybrid-format is explained below.

The West Parcel (14.1-acres - west of the Slate River), will be severed from the 44.5-acres and remain a remainder tract, which will be annexed to the Town of Crested Butte, pursuant to a Pre-Annexation Agreement, in place with the Town of Crested Butte. While the West Parcel is an element of this subdivision and hybrid-format development, the County land use review concerns the residential development of the East Parcel and construction of an access road across the West Parcel, from Gothic Road. Upon final approval of this land use change, the Old Town Landfill, located within the West Parcel, will be cleaned up, in accordance with the Colorado Department of Public Health and Environment's Voluntary Clean Up Plan, as contemplated in the Pre-Annexation Agreement. No other uses are approved on the West Parcel.

The East Parcel (30.4-acres - east of the Slate River) will be subdivided into 23 single-family residential lots, with the opportunity for a secondary residence on each lot. Lot sizes range from one-third to three-quarter acres. Access to the East Parcel will be from Gothic Road, via construction of a new road (Road A). The lots will be restricted to a maximum primary residential building size of 5,000 square feet, a secondary residence to 750 square feet and the aggregate square footage of all buildings to 5,750 square feet. The Sketch Plan contemplates that water will be provided by central well(s), with central water distribution system, and wastewater will be provided by central sewer, via connection to the Town of Crested Butte's municipal sewer system. The applicant has identified that this development will not be a "gated community". A draft narrative of the subdivision protective covenants has been submitted addressing the general outline of homeowner association responsibilities, architectural style and design guidelines and County required covenant provisions.

The applicant requested a minor modification to the Sketch Plan, in a letter from Marcus J. Lock, dated July 26, 2016, which would be to allow a residential unit on the "HOA Lot". This residential unit, or guest cottage, would be owned by the homeowners' association, and would be available only to lot owners and their guests. If it is constructed, the applicant envisions that the cottage could be used by lot owners who have not yet built their residence, or guests of lot owners, and not for commercial use. The property is located adjacent to the Town of Crested Butte, in the SW 1/4 of Section 35, Township 13 South, Range 86 West, 6<sup>th</sup> P.M, Tract Q (aka Lot 13); and

**WHEREAS**, a joint public hearing was conducted July 15 and August 5, 2016, by the Planning Commission and Board of County Commissioners; and

**WHEREAS**, after a review of the application and all information, documentation and testimony related to it, the Gunnison County Planning Commission did, at its regular meeting on August 5, 2016 forward to the Board of County Commissioners a Recommendation of approval of that application with certain Findings and Conditions;

**NOW, THEREFORE**, the Board hereby adopts in full the Planning Commission's Recommendation, with these Findings:

1. The submitted Sketch Plan applies to all of the 44.5-acres proposed for development.



2. Section 4-504: A., of the Gunnison County Land Use Resolution prescribes that, "...Sketch Plan review provides an opportunity for the County, the applicant, and the public to engage in an exploratory discussion of a proposed land use change, to examine alternative approaches to development of the property, to participate in a process of joint planning and negotiation between the County and the applicant..." and that detailed engineering plans and other overly detailed information shall not be required or accepted by the County."
3. This application, by definition, is classified as a Major Impact Project.
4. Pursuant to Division 7-200: Sketch Plan for Major Impact Projects of the *Land Use Resolution*:
  - a. This Sketch Plan application is generally consistent with the standards and requirements of the Resolution, pursuant to Division 7-200: Sketch Plan for Major Impact Projects, i.e., compliance of the proposed land use change with the standards of the Resolution are required to be determined broadly and conceptually during Sketch Plan review. This application has broadly addressed, and the Commission has broadly evaluated this submittal for its integration of the standards of the Resolution within its conceptual presentation of the proposed development. It is expected that, pursuant to Section 7-703 A., in the submittal of Preliminary Plan, the applicant shall formulate detailed, designed/engineered solutions to the issues and concerns identified during this Sketch Plan review, and shall address, in a site-specific manner, all other issues that are relevant to the Preliminary Plan. The burden in the Preliminary Plan review is on the applicant to provide detailed information and mitigation proposals for evaluation.
  - b. The proposed land use change is required to be compatible with, or to enhance the character of existing land uses in the development area, and shall not adversely impact the future development of the development area. For purposes of this application, the Planning Commission finds that the "development area" consists of those lands that are adjacent to the subject property
  - c. No phasing has been proposed by the applicant within this Sketch Plan submittal.
5. Approval of this Sketch Plan application constitutes a final decision of approval for the general development concept only, but shall not constitute approval of any detailed design or engineering submittals or proposed solutions to specific problems revealed during the Sketch Plan review or later in the review process.
6. Concerns were identified by the public and the Planning Commission with the location of Road A on the West Parcel and its intersection with Gothic Road, as it related to properties across Gothic Road, concerning the impact of vehicle headlights on existing residential properties.
7. The property is identified as sensitive wildlife habitat, pursuant to the *Land Use Resolution*, based upon comments received from Colorado Parks and Wildlife, concerning the use of the property as an elk migration corridor.
8. Sketch Plan approval by the Board shall not constitute approval of the Major Impact project, or permission to proceed with construction of any aspect of the proposed land use change. Approval at this stage only authorizes the applicant to submit a Preliminary Plan application. If, during the Preliminary and Final Plan reviews, the applicant is unable to fulfill all of the requirements of this Resolution, then the application shall be denied at the Preliminary or Final Plan review stage.
9. The applicant shall be required to submit and actively pursue the completion of the Preliminary Plan application within 12 months after the date of approval of the Sketch Plan. Failure to submit a complete Preliminary Plan application within this time period shall render the Sketch Plan approval null and void, and require the applicant to begin the Sketch Plan review process again.
10. This review and decision incorporates, but is not limited to, all the documentation submitted to the County



and included within the Planning Office file relative to this application; including all exhibits, references and documents as included therein.

11. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
12. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Gunnison County, Colorado, that no additional public hearing on the Slate River Development Sketch Plan need be conducted by the Board, and further, the Board hereby approves the Slate River Development Sketch Plan for LUC No. 2016-0009 as recommended by the Planning Commission, with the following conditions:

1. The following are specifically identified as Preliminary Plan submittal items of particular attention:
  - Analysis of the location of Road A on the West Parcel at its intersection with Gothic Road, as it related to properties across Gothic Road, concerning the impact of vehicle headlights on existing residential properties.
  - Wildlife Impacts to elk, regarding mitigation and potential human-elk conflicts, including a wildlife habitat analysis, documentation of consultation with Colorado Parks and Wildlife, and provision for domestic animal controls.
  - Visual analysis of Lots 7-13, from the Crested Butte Cemetery.
  - The applicant investigate the potential for the Town of Crested Butte to provide potable water for the development.
  - Viability of the extension/connection of Eighth Street to Road A.
2. Approval of this Sketch Plan application shall constitute a final decision of approval for the general development concept only but shall not constitute approval of any detailed design or engineering submittals or proposed solutions to specific problems revealed during the Sketch Plan review or later in the review process. Sketch Plan approval by the Board shall not constitute approval of the Major Impact project or permission to proceed with any aspect of construction of the proposed land use change. Approval at this stage only authorizes the applicant to submit a Preliminary Plan application. If, during the Preliminary Plan and Final Plan reviews the applicant is unable to fulfill all of the requirements of the *Resolution* then the application shall be denied at the Preliminary or Final Plan review stage.
3. The applicant shall be required to submit and actively pursue the completion of the Preliminary Plan application within 12 months after the date of approval of the Sketch Plan. Failure to submit a complete Preliminary Plan application within this time period shall render the Sketch Plan approval null and void and require the applicant to begin the Sketch Plan review process again.
4. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
5. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.



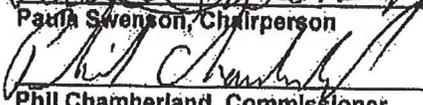
6. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

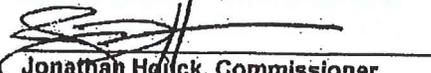
**THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY** shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner Houck, seconded by Commissioner Chamberland, and adopted on this 16<sup>th</sup> day of August, 2016.

**BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY, COLORADO**

  
Paula Swenson, Chairperson

  
Phil Chamberland, Commissioner

  
Jonathan Houck, Commissioner

ATTEST:

  
Deputy Gunnison County Clerk and Recorder





125 Colorado Avenue  
Montrose, Colorado 81401  
970.240.4374

**APPENDIX C. SITE PHOTOGRAPHS.**



**Photo 1.** From a hilltop on the west part of the east parcel, looking south. Sagebrush/grassland uplands are mixed with willow-dominated wetland patches.



**Photo 2.** Looking south along the Slate River on the Site.



**Photo 3.** From the recreational path on the east edge of the Site, looking southeast showing the elk migration corridor extending southeast from the Site.



**Photo 4.** From the recreational path, farther east than Photo 3, looking south showing new road construction in the subdivision east of the Site.

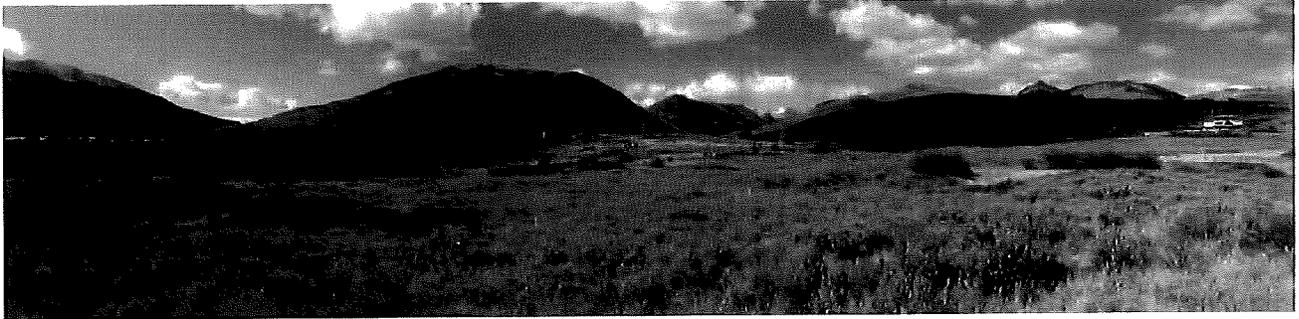


Photo 5. From a hilltop on the Site, panoramic view to the west and north. The town of Crested Butte is at far left, the Slate River valley is at center, and the town cemetery is visible at center. The elk migration corridor extends northwest up the Slate River valley.

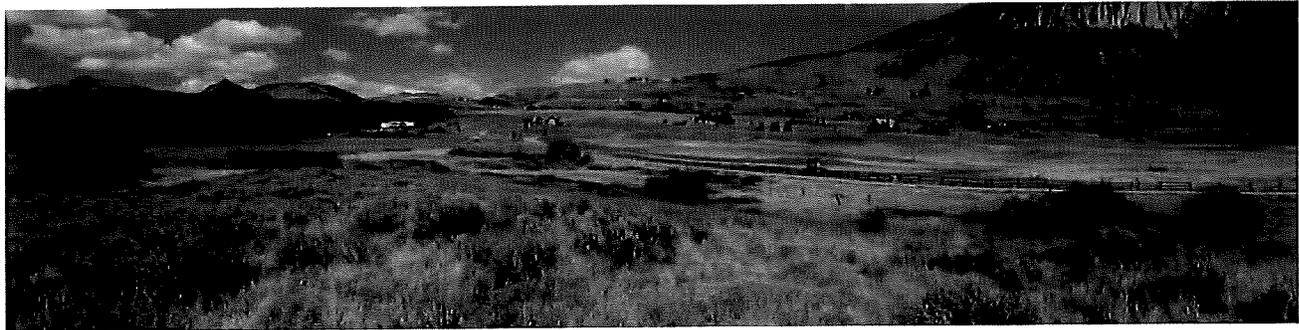
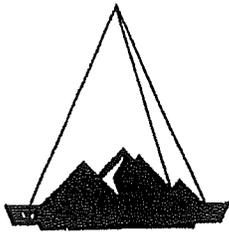


Photo 6. From the same hilltop as Photo 5, a panoramic view to the northeast and east. Residential development on neighboring parcels to the northeast contributes to the narrowing of the elk migration corridor in this area. The recreation path and fences visible at right are examples of other disturbances and obstacles that exist in the migration corridor.



125 Colorado Avenue  
Montrose, Colorado 81401  
970.240.4374

**APPENDIX D. CONDITIONAL PLEDGE OF DONATION.**



# LAW OF THE ROCKIES

Members  
Marcus J. Lock  
Jacob A. With  
Kendall K. Burgemeister

Of Counsel  
John R. Hill, Jr.

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525 N. Main Street, Gunnison, CO 81230 | 970.641.1903  
lawoftherockies.com | Fax: 970.641.1943 | mlock@lawoftherockies.com

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February 21, 2017

**VIA UNITED STATES MAIL**

The Trust for Public Land  
c/o Jim Petterson  
Colorado and Southwest Director  
1410 Grant St., Suite D210  
Denver, Colorado 80203

**Re: *Cypress Foothills, LP ("Cypress") Conditional Pledge of Donation to the Campaign to Preserve the Trampe Ranch***

Dear Mr. Petterson,

I represent, and am writing on behalf of Cypress, which owns an approximately 44.5 parcel of land adjacent to the town of Crested Butte. Cypress is in the process of developing a portion of the land, east of the Slate River, into 23 residential lots through Gunnison County's Land Use Change process. As part of this process, Gunnison County asked Colorado Parks and Wildlife ("CPW") to comment on Cypress's Land Use Change Application. CPW identified the property as falling within an established elk migration corridor. In response, Cypress hired Steve Boyle, a senior scientist and wildlife biologist with BIO-Logic, Inc. to perform a wildlife habitat analysis and develop a plan Cypress could implement to mitigate impacts of its project on wildlife. Mr. Boyle issued his report on February 14<sup>th</sup>, 2017.

Discussing the elk migration corridor, Mr. Boyle explained that:

*CPW believes that some elk may continue to use the corridor after development, finding ways through the subdivision or around the margins. It is also likely that some of the elk now using this corridor, and perhaps the majority over time, will shift their movements to other migration routes to reach the existing winter ranges. Many elk that summer in the upper Slate and East River drainages use two other migration corridors, the East River east of Mount Crested Butte, and a route west of Crested Butte and Gibson Ridge into the Ohio Creek drainage. Both of these routes contain significantly more open space and large private ranches than the Slate River migration corridor. The East River corridor in particular is gaining significant protection as open space with a Gunnison Ranchland*

Legacy project that will place a first conservation easement on the Trampe Ranch in early 2017, and second and third conservation easements over the next year.

Steve Boyle, Senior Scientist, BIO-Logic, Inc., Slate River Development Subdivision, Wildlife Habitat Analysis and Mitigation Plan, dated February 14<sup>th</sup>, 2017, at 6 (emphasis added).

Consequently, Mr. Boyle's mitigation plan included the following recommendation:

*It is recognized that the development may add to the many existing impairments of elk to use the Slate River migration corridor, and that this impact to elk movement cannot be eliminated or substantially reduced by on-site conservation measures. Nevertheless, in order to mitigate any potential impacts of the development on the elk migration corridor, Cypress proposes and CPW accepts that if and when Gunnison County finally approves its land use change application, Cypress will make a one-time payment of \$20,000.00 for an off-site elk habitat protection or enhancement project. The amount of this payment was determined in negotiation with CPW as representing an amount sufficient to provide meaningful benefit to the affected elk population. The payment shall be made no later than December 31<sup>st</sup>, 2017. The payment shall be made to the Trust for Public Land to be used entirely and exclusively for the purchase of a conservation easement on the Trampe Ranch in Gunnison County. The objective of the offset mitigation fund is to provide permanent protection of elk migration corridors, and to protect crucial elk winter range and habitat for other wildlife.*

Steve Boyle, Senior Scientist, BIO-Logic, Inc., Slate River Development Subdivision, Wildlife Habitat Analysis and Mitigation Plan, dated February 14<sup>th</sup>, 2017, at 7 (emphasis added).

Accordingly, I am writing to you to make a conditional pledge of donation on behalf of Cypress. Specifically, Cypress hereby pledges \$20,000.00 to the Campaign to Preserve the Trampe Ranch subject to the following conditions:

1. Cypress's obligation to donate \$20,000.00 to the Campaign to Preserve the Trampe Ranch is hereby expressly conditioned on Gunnison County finally approving Cypress's land use change application, Gunnison County LUC No. 2016-00009 for the Slate River Development; and
2. Cypress's \$20,000.00 donation may be merged with any of the investment assets of the Trust for Public Land, but shall be used solely for acquisition

February 21, 2017  
Jim Petterson  
Page 3 of 3

**LAW OF THE ROCKIES**

costs of the Upper East River/Farris Creek conservation easement, on the Trampe Ranch near Mount Crested Butte, Colorado.

So long as the above conditions are satisfied, Cypress's \$20,000.00 donation shall be made to The Trust for Public Land, a California non-profit public benefit corporation in good funds no later than December 31<sup>st</sup>, 2017.

To be clear, Cypress is not under any obligation to make this donation. It is not being required by Gunnison County, CPW, or any other governmental entity or regulatory agency. This donation is not a condition or requirement of any land use change permit or other approval of Cypress's proposed development project. Finally, this donation is not intended to impose, and does not impose, any obligation on The Trust For Public Land, Trampe Ranch, or any affiliate, partner, agent, or representative thereof, other than the obligation to use the donated funds solely for acquisition costs of the Upper East River/Farris Creek conservation easement.

Please do not hesitate to contact me should you have any questions or need any additional information.

Please indicate your acceptance of the terms set forth above by signing and returning to me a copy of this letter.

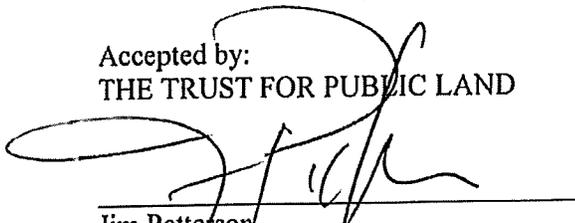
Sincerely,



Marcus Lock  
LAW OF THE ROCKIES

cc: Cameron Aderhold, Vice President, Cypress Equities

Accepted by:  
THE TRUST FOR PUBLIC LAND

  
\_\_\_\_\_  
Jim Petterson  
Colorado and Southwest Director

2/24/17  
\_\_\_\_\_  
Date



125 Colorado Avenue  
Montrose, Colorado 81401  
970.240.4374

#### **APPENDIX E. PREPARER QUALIFICATIONS.**

Steve Boyle is founder, former owner, and currently Senior Biologist at BIO-Logic, Inc., a natural resources consulting company in Montrose, CO. Mr. Boyle holds a Master of Science degree in Wildlife Biology from Colorado State University, and has over 35 years of experience in wildlife management, research, impact analysis, and conservation planning in western Colorado. He was formerly a District Wildlife Manager for Colorado Parks and Wildlife, a research technician at the U.S. Fish and Wildlife Service, and Research Associate at the Colorado Cooperative Wildlife Research Unit at Colorado State University. He has published several technical articles on aspects of wildlife research and conservation, and was an invited reviewer of manuscripts submitted to the *Journal of Wildlife Management* on human-wildlife interactions. Mr. Boyle has considerable experience with wildlife management and conservation in Gunnison County, including authorship of *Colorado Sagebrush: A Conservation Assessment and Strategy* (2005) for CPW, field documentation of Gunnison sage-grouse habitat for Candidate Conservation Agreements with Assurances on over 20 ranches in Gunnison and Saguache counties, and baseline documentation for conservation easements on several other area ranches.

## **Attachments 7A-C**

**7A-Town Zoning Map**

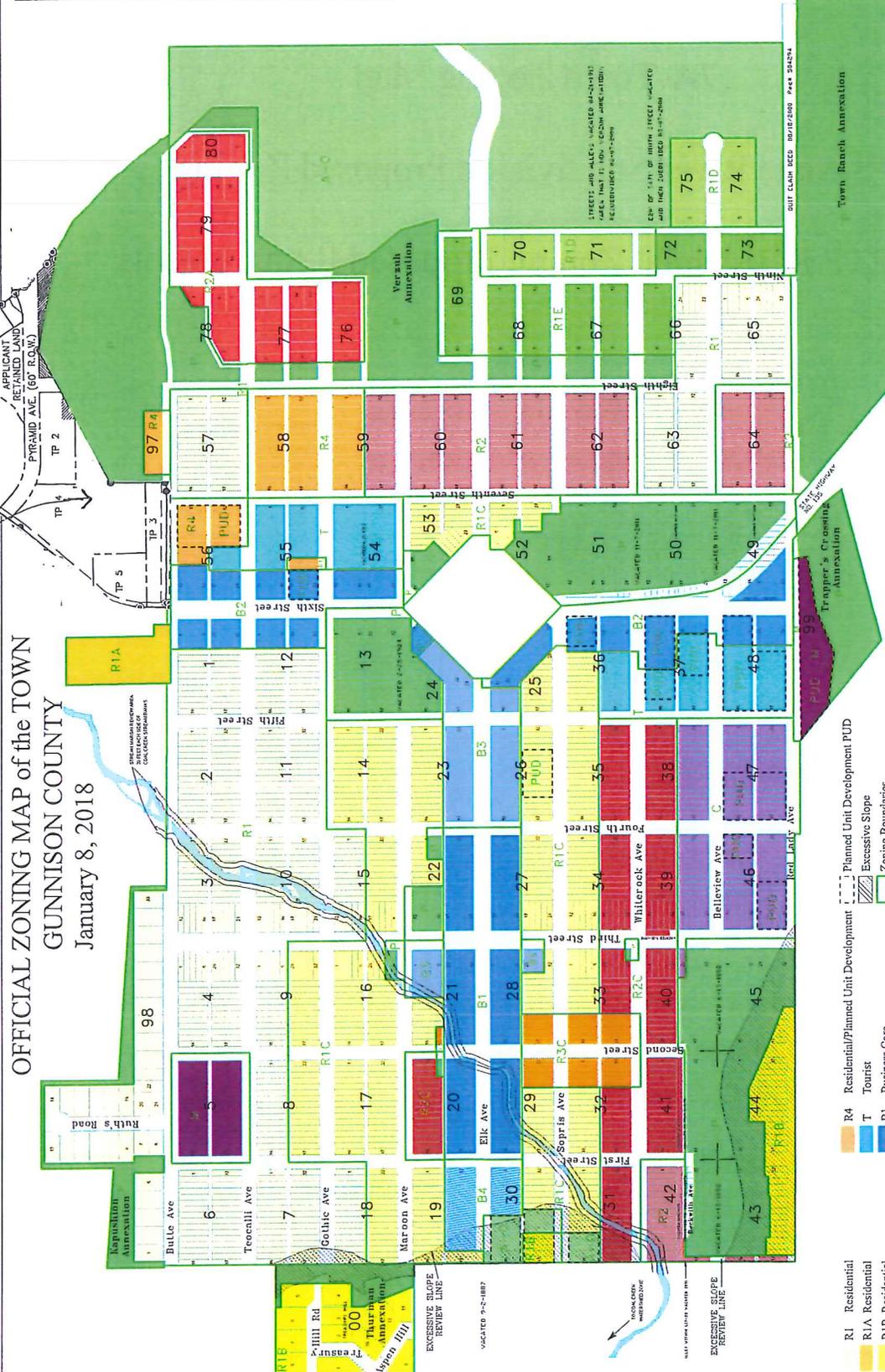
**7B-Slate River Subdivision Proposed Zoning**

**7C-R1F Residential Zoning Proposed Requirements**

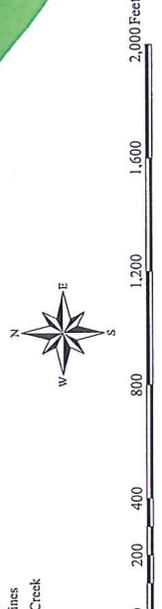
*SITE (TO BE ANNEXED)*

OFFICIAL ZONING MAP of the TOWN  
GUNNISON COUNTY  
January 8, 2018

Ordinance Number	Ordinance Description
NO.3 SERIES 1980	NO.3 SERIES 1980
NO.4 SERIES 1980	NO.4 SERIES 1980
NO.5 SERIES 1980	NO.5 SERIES 1980
NO.6 SERIES 1980	NO.6 SERIES 1980
NO.7 SERIES 1980	NO.7 SERIES 1980
NO.8 SERIES 1980	NO.8 SERIES 1980
NO.9 SERIES 1980	NO.9 SERIES 1980
NO.10 SERIES 1980	NO.10 SERIES 1980
NO.11 SERIES 1980	NO.11 SERIES 1980
NO.12 SERIES 1980	NO.12 SERIES 1980
NO.13 SERIES 1980	NO.13 SERIES 1980
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NO.99 SERIES 1980	NO.99 SERIES 1980
NO.100 SERIES 1980	NO.100 SERIES 1980



By James A. Schmidt, Mayor  
ATTEST:  
Lynelle Stamford, Town Clerk



- R4 Residential/Planned Unit Development
- T Tourist
- B1 Business Core
- B2 Business/Highway Reined
- B3 Business/Historic Residential
- B4 West End Business/Historic Residential
- M Mobile Home
- C Commercial
- R2A Residential/Multi-Family
- R2 Residential/Multi-Family
- R2C Residential/Multi-Family/Core
- R3C Residential/Historic/Tourist/Core
- R1 Residential
- R1A Residential
- R1B Residential
- R1C Residential/Core
- R1D Residential
- R1E Residential
- R2 Residential/Multi-Family
- R2A Residential/Multi-Family
- R2 Residential/Multi-Family
- R2C Residential/Multi-Family/Core
- R3C Residential/Historic/Tourist/Core
- Planned Unit Development PUD
- Excessive Slope
- Zoning Boundaries
- Lot Lines
- Coal Creek

7A-Town Zoning Map



## Division 2 - "R1F" Residential District

- **Sec. 16-4-100. - Intent of district.**

The purpose for which this District is created is to provide areas for low-density residential development along with customary accessory uses. The lots in this District provide a transition between the Town and the still larger residential lots outside of Town. Accessory uses naturally and normally incidental to, and exclusively devoted to such primary residential uses are included as conditional uses. It is intended that no more than two (2) units, designed or used for dwelling by a family, shall be allowed on a site.

(Ord. \_\_ §1, 2019)

- **Sec. 16-4-110. - Permitted uses.**

The following uses shall be permitted in the "R1F" District:

- (1) One-family dwelling units.
- (2) Accessory buildings, incidental nonresidential uses, not heated or plumbed.
- (3) Home occupations.
- (4) Attached garages.
- (5) Detached garages as accessory buildings to the principal permitted uses.

(Ord. \_\_ §1, 2019)

- **Sec. 16-4-120. - Conditional uses.**

The following uses shall be permitted as conditional uses in the "R1F" District:

- (1) Accessory dwellings in conjunction with a one-family dwelling unit.
- (2) Two-family dwelling units.
- (3) Parking areas.
- (4) Accessory buildings, incidental nonresidential uses, heated and/or plumbed.

(Ord. \_\_ §1, 2019)

- **Sec. 16-4-130. - Lot measurements.**

The following shall be lot measurements for property located in the "R1F" District:

- (1) Minimum lot area: five thousand (5,000) square feet.
- (2) Maximum lot area: eleven thousand four hundred (11,400) square feet.
- (3) Minimum frontage: fifty (50) feet.
- (4) Minimum front yard:
  - a. Public street: twenty (20) feet.
  - b. Private access road: ten (10) feet.
- (5) Minimum side yard: At least seven and one-half (7½) feet, and up to eleven and one-half (11½) feet, dependent upon snow storage and snow shed guidelines.
- (6) Minimum rear yard:
  - a. Principal building: ten (10) feet.
  - b. Accessory building: five (5) feet.
  - c. Wetland setback: seven and one-half (7'-6") feet.

(Ord. \_\_ §1, 2019)

- **Sec. 16-4-140. - Floor areas.**

The following shall regulate measurements for floor areas located in the "R1F" District:

- (1) Minimum floor area: four hundred (400) square feet for each residential unit.
- (2) Maximum floor area:
  - a. Accessory building, including an accessory dwelling, if any: one thousand (1,000) square feet or two-thirds (  $2/3$  ) of the floor area of the principal building, whichever is smaller.
  - b. Accessory dwelling: one thousand (1,000) square feet of floor area or two-thirds ( $2/3$ ) of the floor area of the principal building, whichever is smaller.
- (3) Maximum floor area ratio:
  - a. The principal building shall not exceed two thousand eight hundred (2,800) square feet.
  - b. All buildings shall not be larger than three thousand eight hundred (3,800) square feet in the aggregate.  
(Ord. \_\_ §1, 2019)

- **Sec. 16-4-150. - Building measurements.**

The following shall regulate measurements for buildings located in the "R1F" District:

- (1) Maximum building height:
  - a. Principal building: thirty (30) feet.
  - b. Accessory building: twenty (20) feet or the height of the principal building, whichever is less.
  - c. Accessory dwelling: twenty-four (24) feet or the height of the principal building, whichever is less.
- (2) Maximum building width: thirty-five (35) feet.  
(Ord. \_\_ §1, 2019)

- **Sec. 16-4-160. - Additional provisions.**

- (a) Primary and accessory residential buildings shall be oriented on a north-south or east-west axis.
- (b) Open space required: fifty percent (50%) of the lot area shall be open, unencumbered and free of any building or structure.
- (c) Minimum exterior wall height shall be seven (7) feet.
- (d) Minimum vertical distance from eave line of roof to the finished grade level shall be six (6) feet.
- (e) Slope of roof shall be a minimum of 4:12.  
(Ord. \_\_ §1, 2019)

# Attachment 8

## 8-Soils Report

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**GEOLOGIC HAZARDS EVALUATION AND  
PRELIMINARY GEOTECHNICAL INVESTIGATION  
PARADISE AT CRESTED BUTTE  
NORTHWEST OF BUTTE ROAD AND  
GOTHIC ROAD  
CRESTED BUTTE, COLORADO**

**Prepared for:**

**THE FAIRWAYS GROUP  
108 West Tomiche  
Gunnison, Colorado 81230**

**Attention: Mr. Kent Hill**

**Project No. CS16974-115**

**January 30, 2008**



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## **SCOPE**

**This report presents the results of our Geologic Hazards Evaluation and Preliminary Geotechnical Investigation for the Paradise at Crested Butte development located northeast of Butte Avenue and Gothic Road, north of Crested Butte, Colorado. The purpose of our work was to evaluate the site for the occurrence of geologic hazards and their potential effect on the development. This report includes our interpretation of site geology, engineering analysis, and opinions regarding the potential impact of geologic conditions on the proposed development. The report also includes preliminary geotechnical design and construction criteria for installation of buried utilities and site grading, as well as our opinions with respect to the influence of subsurface conditions on site development and foundation selection. We believe this study was completed in general conformance with the requirements of the Gunnison County Land Use Resolution, updated February 15, 2006.**

**This report was prepared based on review of geologic mapping, conditions interpreted from field reconnaissance, mapping of the site, conditions exposed in exploratory test pits and borings, engineering analysis, and our experience. Additional subsurface investigations or observations made during grading or construction may reveal conditions that necessitate revision or re-evaluation of some of the conclusions presented in this report. The conclusions presented are for the development as described. Revision in the scope of the project could influence our recommendations. If changes occur, we should review the development plans and their effect on our recommendations. Environmental site assessment to evaluate the property for the occurrence of potentially hazardous materials, as well as the investigation of the site for wildfire hazards and erosion problems, are beyond the scope of this investigation.**

**The following section summarizes our evaluation. A more complete description of conditions found, our interpretations, and our recommendations are included in the report.**



## SUMMARY

1. No geologic conditions were identified that we believe preclude development of the site for the use as planned. Conditions we identified that may pose hazards or constraints to development of portions of the site include flooding, shallow ground water, and potentially unstable slopes.
2. Subsurface conditions encountered in our test pits and borings consisted predominately of clayey sand and gravel with cobbles and scattered boulders. There were also areas of sandy, gravelly clay scattered across the southwestern portion of the property. Ground water was measured in two test pits at depths of 10.5 and 11 feet at the time of excavation, and in seven borings at depths ranging from 13 to 28 feet below the existing ground surface. Ground water levels are expected to rise in response to runoff and precipitation.
3. We believe site grading and utility trench excavation can be performed using conventional, heavy-duty earthmoving and trenching equipment. Larger boulders may be encountered in some areas and require rock breaking or light blasting for excavation. Utility trench excavations that extend near or below ground water levels will likely require dewatering. The presence of soft soils in the lower elevations may require the use of lightweight or low ground pressure equipment in some areas depending on the time of year.
4. Our test pits, borings and results of laboratory testing indicate sand and clay soils that exhibit low compression behavior upon wetting are present at or near foundation levels for the majority of the property. Where natural sand and/or clay soils that appear to be dominant and typically possess low compressibility behavior occur at or near the foundation levels, use of footing type foundations will likely be appropriate.
5. We anticipate the proposed single-family residences will likely be constructed with crawl spaces, basements, or a combination of the two. Our test pits suggest most of the site will be appropriate for slab-on-grade basement floors where underlain by the natural soils. Garage slabs and exterior concrete flatwork such as patios and porches underlain by expansive natural clays and possibly claystone will likely experience varied movement and associated damage. Subgrade modification to allow use of spread footings on moisture sensitive materials should result in a low risk of poor slab-on-grade performance.
6. Foundation drains should be anticipated for all habitable, below-grade areas at the site.



7. Full depth asphalt sections of 4 to 6 inches will likely be appropriate for most roads, depending on the road classification. The granular materials should provide comparatively good support characteristics for pavements.
8. Surface drainage will impact performance of foundations, slabs-on-grade, and pavements. Drainage should be designed to provide rapid removal of surface runoff away from structures and off of pavements.

## **SITE CONDITIONS**

The site includes about 73 acres of currently undeveloped land. The surrounding area includes other undeveloped parcels as well as residential, commercial, and industrial lots. The investigated parcel surrounds the Crested Butte Cemetery, located near the middle of the property. The property is situated in the southwest quarter of Section 35, Township 13 South, Range 86 West, north of the town of Crested Butte, Gunnison County, Colorado. Highway 317, known as Gothic Road, runs along the western boundary of the site. Moon Ridge Lane is located along the northern boundary. Butte Avenue forms a portion of the southern boundary. A walking and cross-country skiing path lies along the eastern boundary of the site. The Slate River flows in a generally northwest-to-southeast direction through the southwest portion of the development. Several small to medium-sized wetland areas were identified in the central and southern one-thirds of the property. The northern portion of the parcel gently slopes to the southeast and includes several small, gently-rolling hills, while the southern portion of the site is composed mostly of small gently-rolling hills, valleys, wetlands, and riverside slopes. The ground surface is vegetated with grasses and weeds, and trees with shrubs along the river banks. The general size, shape, and vicinity of the site and general location of the mapped wetlands are presented on Figs. 1 and 2.

## **PROPOSED DEVELOPMENT**

Based upon conceptual drawings provided to us by Schmueser Gordon Meyer, Inc. dated July 5, 2007, we understand the property is to be developed for about 330 residential units serviced by public utilities. The residential structures are anticipated



to be one or two stories in height with attached garages. We expect basement construction is considered to be a desirable option. No grading plans were provided for our review. We anticipate cuts and fills will be up to about 10 feet. Construction plans for infrastructure and buildings were not developed at this writing.

## **GEOLOGIC MAPPING AND PREVIOUS INVESTIGATIONS**

The site was mapped by Gaskill, Mutschler, Kramer, Thomas, and Zahony in 1991 for the United States Geological Survey as part of the Crested Butte Quadrangle. A portion of the site is also found in the Gothic Quadrangle, which was mapped by Gaskill, Colman, DeLong, Jr., and Robinson in 1986 for the United States Geological Survey. Both maps show recent deposits of alluviums and glacial moraine deposits underlain by the Cretaceous-aged Mancos Shale Formation. The maps do not depict any known faults within the investigated area.

The site and the surrounding areas were mapped for geologic hazards by Soule in 1976 for the Colorado Geological Survey. The only hazard identified on the mapping by Soule is shallow ground water, primarily adjacent to the Slate River. Our interpretation of the mapped geologic hazard is discussed in a later section of this report.

## **SUBSURFACE CONDITIONS**

We investigated subsurface conditions by excavating four test pits and drilling ten borings at selected locations across the site. Locations were chosen to provide preliminary subsurface information on the various geologic units in the proposed residential areas across the site. Wetland areas identified on mapping provided by Schmueser Gordon Meyer, dated July 5, 2007, were avoided. Drilling and excavating was observed by our field representatives who logged the soils and conditions found in the borings and test pits and obtained samples. The borings were advanced to depths of 21 to 34 feet using 4-inch diameter, continuous-flight, truck-mounted auger. Practical drilling refusal with the truck-mounted CME 55 drill rig occurred at three



borings locations at depths from 21 to 27 feet. Test pits were excavated to depths of 11 to 12 feet using a rubber-tire backhoe. The approximate locations of the test pits and exploratory borings are presented on Figs. 1 and 2. Graphical logs of the conditions found in our test pits and borings are presented in Appendix A on Figs. A-1 through A-3. Laboratory test results are presented in Appendix B and summarized in Table B-1.

### Topsoil

The topsoil on the site varied from none to about 1-foot thick. The topsoil layers occurred on the moraine outwash deposits and in portions of the recent alluvium deposits. The topsoil generally consisted of rooted, medium to dark brown sandy clay.

### Granular Materials

Slightly clayey to clayey and/or silty sand as well as clayey to very clayey gravel, cobbles, and scattered boulders were encountered at the ground surface or below the topsoil in all ten borings and four of the five test pits. The finer grain portions of the samples collected and tested contained 11 to 47 percent clay and silt fines (passing the No. 200 sieve), and contained 30 to 55 percent gravel (retained on the No. 4 sieve). A sample of the clayey sand had a Liquid Limit of 18 percent and a Plasticity Index of 6 percent. The majority of the granular deposits are interpreted to be glacial moraine outwash or alluvial deposits, or material derived from them.

### Sandy Clay

Sandy to very sandy clay with occasional gravel and silt was found at the ground surface, below the topsoil, or below the natural sands in three of the test pits and in five of the borings. The clay layers encountered in our test pits were 5 to 11 feet thick, and were 13 to 25 feet thick in the borings. The material was stiff to very stiff based on field penetration resistance tests. Two samples exhibited slight compression



or no movement (-0.1 and 0.0 percent) upon wetting under a pressure of 1,000 psf. Two clay samples contained 56 and 63 percent clay and silt fines (passing the No. 200 sieve).

### Bedrock

Claystone bedrock was encountered in one boring at a depth of 23 feet below the existing ground surface. The bedrock was hard to very hard based on field penetration resistance testing. Based on our interpretation of geological mapping by the United States Geological Survey, the claystone layer is believed to be a weathered portion of the upper members of the Cretaceous-aged Mancos Shale.

### Ground Water

At the time of drilling and test pit excavation, ground water was measured in two test pits at depths of 10.5 and 11 feet at the time of excavation, and in seven borings at the time of drilling at depths ranging from 13 to 28 feet below the existing ground surface. Depths at which we found ground water are shown on Figs. 5 and 6. Our field work was conducted in early December when flow in the Slate River is low and ground water levels approach their season lows. Depth to ground water should be expected to fluctuate seasonally as influenced by flows in the Slate River, precipitation, and runoff. Ground water may be encountered at relatively shallow depths in the areas of the site mapped as wetland environments, and near the 100-year flood plain boundary, as shown of Figs. 1 and 2.

## **SITE GEOLOGY**

The site lies within the Southern Rocky Mountain physiographic region, which includes glaciated valleys and mountains formed by laccoliths. Published geologic maps and our borings and test pits indicate the majority of the parcel is covered by glacial outwash alluviums and recent alluvial deposits within the active drainages and wetland areas. The Mancos Shale Formation is shown on cross-sections as underlying



the alluvium and glacial deposits. The geologic materials are described in greater detail in the following sections. Our interpretation of the distribution of surficial geologic units and engineering conditions at the site are shown on Figs. 3 through 6. Logs of the exploratory borings and test pits from our investigation are shown in Appendix A on Figs. A-1 through A-3.

#### **Disturbed Area**

Areas mapped as a disturbed area within the site (map modifier da) typically contain material placed to construct existing roads or previously existing infrastructure. Earthen remnants of fill from construction of demolished bridge crossing the Slate River are visible near the west-central portion of the site. The age and extent of the fill in these mapped areas is unknown and may have been placed in an uncontrolled manner.

#### **Landfill Area**

The old Crested Butte landfill is located in the southwestern portion of the site. The exact extent of the landfill is not known, but its approximate location is shown on Figs. 3 and 5. The approximate area of the former landfill was derived from Environmental Phase I and II site assessments done by others.

#### **Poorly Drained**

Areas mapped as poorly drained (map modifier pd) on this site consist of small, low depressions which may contain ponded surface run-off at various times of the year. These areas are found in the lower-relief portions between adjacent glacial moraine deposits. Wetland mapping provided by Schmueser Gordon Meyer (dated July 5, 2007) indicate these poorly drained areas contain both wetland and organic soil environments.



### Alluvium (Qal)

Areas mapped as alluvium include the Slate River and deposits that typically consist of erratic combinations of silt, clay, sand, gravel and cobbles deposited by channelized flow in streambeds and outwash plains. This unit can also include some organics. Ground water is usually relatively shallow in alluvium deposits located outside of the river channel.

### Moraine Deposits (Qm<sub>1</sub>)

Areas mapped as moraine deposits typically consist of erratic mixtures of clay to boulder size unsorted glacial till. The till deposits mainly consist of subangular to rounded clasts of bedrock that may be derived from local and distant sources. The gently-rolling hills and slight hummocky terrain are believed to be terminal and regressive moraines deposited by the progression and regression of glaciers during the Pinedale glacial period.

### Moraine Outwash Deposits (Qm<sub>2</sub>)

Areas mapped as moraine outwash deposits typically consist of colluvial slope wash forming soil-covered, vegetated slopes. Locally the colluvium is derived mainly from glacial deposits. Shallow ground water may be encountered in some of the moraine outwash deposits on this site.

## POTENTIAL GEOLOGIC HAZARDS AND ENGINEERING CONSTRAINTS

The site and the surrounding areas were mapped for geologic hazards by Soule in 1976 for the Colorado Geological Survey. The only hazard identified on the mapping by Soule is shallow ground water, primarily adjacent to the Slate River.

We did not identify geologic conditions during our investigation that we believe will preclude development of the site for the intended use. It is our opinion that some



geologic conditions will impact construction and influence design of individual structures on portions of the site. The conditions we identified include shallow ground water, and to a lesser degree, steep slopes, potentially unstable slopes, and erosion. Regional geologic conditions that may affect construction include seismicity and radioactivity (radon). We believe these conditions can be mitigated with engineering design and construction methods commonly employed in Colorado. Figures 5 and 6 show our interpretation of the engineering geology using a modified version of the system developed by Charles Robinson and Associates in the 1970's. The system uses a combination numerical and letter designation for each unit, with higher numbers and letters generally indicating progressively more difficult conditions.

We did not identify the following listed geologic hazards from the Gunnison County Land Use Resolution on the site: avalanche (snow), landslide, rockfall, alluvial fan, talus slopes, mudflows, or faults. The geologic hazards and engineering conditions we did identify are discussed in greater detail in the following sections.

#### Shallow Ground Water

Shallow ground water (less than 10 feet) is likely to be encountered in the drainages and wetland areas (units 2E, 7A, and 7D on Figs. 5 and 6). Some mitigation methods are described in the DEVELOPMENT CONSIDERATIONS section of the report. A minimum separation of 5 feet is desirable between the ground water elevation and the lowest elevation of any structure to reduce the need for extensive subsurface dewatering systems.

#### Steep Slopes and Potentially Unstable Slopes

There are natural slopes on site that are at slope ratios up to about 2.5:1 (horizontal to vertical). Typically, slopes with ratio steeper than 3:1 slopes (horizontal to vertical) are generally considered difficult to maintain. The local slopes tend to become unstable at ratios of about 1.5:1. Map units 4A and 5C on Fig. 5 are areas with slopes steeper than 4:1 slope ratios. The slopes in unit 4A are generally considered stable in their natural state, but are subject to creep and with occasional cobbles dislodged by



animals or rainfall rolling down the slopes. The slopes in map unit 5C on Figs. 5 and 6 are generally adjacent to the river where the toes of the slopes are subject to erosion. These slopes are generally stable, but further investigation is needed for design of cuts and fills or structures. We suggest a minimum set back of 10 feet from the tops of these slopes without additional geotechnical investigation and design. Given most of these slopes occur within the 100-year flood plain, we expect mitigation will occur in the form of avoidance.

### Expansive Soils and Bedrock

Our laboratory testing did not indicate expansive material within the site. However, our experience with the Mancos Shale and clay material derived from it suggest that the site may contain expansive material near foundation levels in places. Swell potential should be further evaluated during design level investigations. Effects of expansive soils and bedrock can be mitigated through the use of engineered foundation systems such as footings designed to maintain a minimum deadload pressure on the underlying soils, as well as through the use of ground modification on a site-specific basis. The use of drilled piers may be an alternative in some areas, but could be problematic due to the lack of local pier drilling equipment, frequent cobbles, and potential for hard bedrock to be encountered.

### Flooding

Based on the Gunnison County Land Use Resolution, flooding is not considered a geologic hazard. The extent of flooding is beyond the scope of this investigation. The drainage report prepared for the proposed development should address flooding and surface drainage issues and possible mitigation methods. The 100-year flood plain limits shown on Figs. 5 and 6 were provided by Schmueser Gordon Meyer as part of the base drawing.



### **Erosion**

The soils adjacent to the Slate River and the smaller drainages (map units 2E) are subject to periodic erosion. The erosion along the edges of the Slate River could trigger occasional small, thin slides or failures into the river. These events will typically occur during or after high precipitation events.

### **Seismicity**

In our opinion, no unusual seismic hazards exist on this site. However, this area, like most of central Colorado, is subject to a degree of seismic activity. The majority of soils on the site classify as Seismic Design Class D, according to the 2003 IBC.

### **Subsurface and Surface Mining**

No records of mining or of known mineral reserves at the property were found during our work. This included review of coal and hard rock mine location mapping available through the Colorado Geological Survey for the area. Additionally, we did not observe evidence of subsurface mining at the site.

### **Naturally Occurring Radioactive Materials**

No sources of elevated levels of radioactivity were noted during our field investigation. However, rocks containing radioactive minerals have been recognized in the region and could occur as erratic deposits within the alluvium or moraine deposits. The two principal hazards associated with radioactive mineral-bearing rock are the gamma radiation emitted by the decay of the uranium and other radioactive minerals, and generation of radon gas, which is a radioactive by-product. Radioactivity can be dangerous if the human body is exposed to large amounts. Radon gas can be a hazard if the radioactive gas should accumulate in an enclosed residential dwelling. Radon gas can usually be controlled through mitigation measures included with the construction.



Passive and active radon mitigation procedures are commonly employed in this region to effectively reduce the buildup of radon gas. Passive mitigation includes provision of a gravel layer below crawl space floors connected to the standard foundation drainpipe and connecting a riser pipe to the drain. Active measures that can be taken after building construction include installing a blower connected to the foundation drain riser and sealing the joints and cracks in concrete floors and foundation walls. Many variables influence whether or not high levels of radon develop. If the occurrence of radon is a concern, we believe buildings should be tested after they are constructed and occupied to get a more accurate determination of the levels.

## **SITE DEVELOPMENT CONSIDERATIONS**

From a geotechnical engineering point-of-view, the more significant subsurface conditions found within the property that affect portions of the property are the occurrence of scattered cobbles and possible large boulders embedded in the sand and clay soils, shallow ground water, undocumented fill, and the former landfill area. The following sections discuss the impacts of these conditions on development of this property and conceptual mitigation methods. More detailed studies and review of site-specific plans will be required for specific recommendations.

### **Shallow Ground Water**

Ground water is likely to occur seasonally within 10 feet of the ground surface in areas mapped within alluvium deposits and in areas adjacent to the Slate River, which are generally found along the lower elevations in the southeast portions of the site. Based on a wetland map with a preliminary development plan provided by Schmuesser Gordon Meyer dated July 7, 2007, the majority of these areas do not have any planned development and are within designated wetland areas.

The design of final site grades in these areas should consider the potential for shallow ground water, especially in the area northeast of the Slate River. Grading cuts should be eliminated in areas of potentially shallow ground water. Ground water is



likely to be encountered in utility trench excavations in these areas. Placement of fill to raise the grades should be considered to mitigate the problem.

#### Undocumented Fill

No documents regarding the material used in the demolished bridge abutment fills crossing the Slate River in the west-central portion of the site were provided. Based on the lack of documentation, we consider these fills to be questionable. We recommend removal and reconstruction of undocumented fills if they will be used to support improvements.

#### Landfill

The former Crested Butte landfill occurs in the southwestern portion of the site. It is our understanding that the material associated with this landfill will be removed as part of the development of this site. Engineering recommendations concerning the removal of the landfill are beyond the scope of this investigation. Environmental opinions and recommendations are provided in our letter dated January 30, 2008 (Project No. CS16974-210).

#### Site Grading

We believe limited site grading (10 feet or less) is planned. We expect this can be accomplished using conventional construction techniques and heavy-duty equipment. We recommend grading plans consider permanent fill slopes no steeper than 3:1 (horizontal to vertical) unless location specific engineering evaluations are conducted.

Vegetation and organic topsoil should be removed from the ground surface where fill is to be placed. We anticipate most stripping will require about 4 to 6-inch cuts or less. Soft or loose soils in fill areas, if encountered, should be stabilized or removed to stable material prior to placement of fill. Organic soils should be wasted in



landscaped areas and open space areas, outside of roads and potential building footprints.

Undocumented fills should also be removed to expose native materials prior to placement of new fills. The existing fill can be reused provided any deleterious materials (organics and other debris) are removed.

We should review grading plans prior to construction to evaluate areas of cut and fills on existing slopes steeper than 30 percent. Grading in areas with slopes steeper than 30 percent should meet Gunnison County requirements.

Soft or loose soils may be encountered during grading. While we do not expect widespread stabilization will be required, except in the areas of shallow ground water noted above, it is possible some isolated areas of softer subgrade soils may need to be mitigated during grading. Potential stabilization techniques include installation of a geotextile or stabilization fabric and layer of granular soil or crushed rock, or crowding rock into soft subgrade areas. The need for stabilization of soft areas will have to be determined in the field during grading. The use of lightweight earthmoving equipment may be required in some areas.

The ground surface in areas to be filled should be scarified, moisture conditioned, and compacted. The on-site natural soils and bedrock can be used as site grading fill. The natural clay and claystone should be placed at moisture content at or above optimum. The properties of the fill will affect the performance of foundations, slabs-on-grade, and pavements. Even properly compacted deep fills (over 15 feet) are likely to consolidate about 1 to 2 percent of their thickness. Preliminarily, we recommend granular, noncohesive fill (SP, SW, SM, GP, GW, and GM) be compacted to at least 95 percent of maximum modified Proctor dry density (ASTM D 1557) at moisture contents within 2 percent of optimum moisture content, or 100 percent of maximum standard Proctor dry density (ASTM D 698). Initial documents should consider cohesive materials (CL, CH, SC, and GC) compacted to at least 95 percent of maximum standard Proctor dry density (ASTM D 698) at moisture contents between optimum and 4 percent



above optimum. If the fill is more than 10 feet thick, the lower portion should be compacted to 100 percent. Once grading plans have become better defined, we should be contacted to review these preliminary recommendations.

### Utility Construction

Construction of underground utilities can probably be accomplished using heavy-duty trackhoes. Frequent cobbles and boulders, and possibly hard bedrock, should be expected with some blasting or breaking of boulders needed to effectively excavate materials. Specifications should be prepared to allow for a unit rate for cobbles, boulders, and hard bedrock excavation and blasting.

Granular materials are expected to be exposed in most utility trenches. OSHA requirements classify the materials as being Type C soils, needing an unsupported or unbraced slope ratio no steeper than 1.5:1 (horizontal to vertical). Where ground water seepage occurs, flatter slopes will likely be appropriate. Localized sump pits and pumps may be appropriate where ground water seepage occurs within the finer materials. Where excavations are more than a few feet below the ground water or in gravels below the ground water, a more sophisticated construction dewatering system such as well points will likely be needed.

Backfilling of utility trenches using materials frequently more than 6 inches in diameter can result in long-term settlement of utility trench backfill. Exclusion of material more than 6 inches in diameter may result in an increase in the cost of backfilling of the trenches. Consideration should be given to the long-term cost/benefit ratio of importation or selective backfilling of utility trenches. We recommend utility trenches be backfilled and compacted to a high density as required by the Gunnison County specifications.



## **Underdrain**

Ground water was encountered at the time of our subsurface investigation at a depth of about 10.5 feet in portions of the central part of the site, east and west of the Slate River. Other areas have the potential for seasonal shallow ground water, as described in previous sections. Depending upon the overlot grading, additional portions of the site may exhibit shallow ground water conditions. A ground water depth of less than 10 feet will likely impact the feasibility of constructing basements beneath the proposed residences and increase the difficulty of installing utilities. We generally recommend a minimum of 3 feet, and preferably 5 feet, of clearance between the bottom of the foundation and the highest seasonal ground water level to reduce the need for extensive subsurface drain systems. Ground water conditions will likely vary after development due to changes in drainage and irrigation patterns. We believe use of an underdrain system incorporated with the sanitary sewer collection system can help control ground water levels. The underdrain system will also provide a positive gravity outlet for residence foundation drains, eliminating the need for a sump pit within the basement area. Where feasible and allowed by the local jurisdiction, we recommend an underdrain system be incorporated into the design of sanitary sewer systems. Conceptual details for underdrain designs are shown on Figs. 7 and 8.

If wet conditions or free water are encountered in the sanitary sewer trenches, we recommend an active underdrain system with perforated or slotted pipe for these areas. A positive cutoff column (concrete or clay) should be constructed around the sewer pipe and underdrain pipe immediately downstream of the point the underdrain pipe exits the sewer trench or changes from active to passive. Solid pipe should be used down-gradient of this cutoff column to the point of discharge from the pipe.

The underdrain should be maintained at least 2 feet, and preferably 3 feet, below foundation elevations for residences connected to the underdrain. The underdrain should be designed to discharge to a positive gravity outfall. A permanent concrete head wall, vent, and trash rack should be provided at the underdrain discharge point to reduce risk of the drain becoming plugged and for future location of the discharge



point. The discharge point should be above the high water line of any detention/retention ponds and drainage channels with a back-flow prevention valve provided at the end of the discharge pipe.

The appropriate sizes of pipes are dependent upon actual alignments, area served, and gradients. For preliminary planning purposes, we expect pipe diameters of 6 to 8 inches to be appropriate for drains. Where no active seepage exists, 6-inch diameter pipes will be appropriate for services to 50 dwellings or less. Where active seepage exists, 8-inch diameter or larger pipes will be appropriate for services to 50 dwellings or less. These pipe sizes consider an average gradient of 3 percent. We should review the design once sewer plans have been developed.

### Pavements

Full-depth asphalt sections on the order of 4 to 6 inches will likely be appropriate for streets. The subgrade soils will consist predominantly of granular materials that provide comparatively good support characteristics for pavements. Where clay subgrade is present, additional maintenance will likely be required. While our gradation tests indicate materials found are less than 2 inches in diameter, larger materials occur especially in the areas mapped as till and alluvium on the property. The occurrence of cobble sizes will complicate "fine" grading of the subgrade. Placement of base course material may be required to achieve a relatively uniform thickness of asphalt on a prepared subgrade. We are available to discuss pavement alternatives to reduce the long term maintenance cost.

## STRUCTURAL CONSTRUCTION CONSIDERATIONS

Our understanding is that the property is planned for light structures (wood-frame of 2 stories maximum). Soil conditions are variable across the site. Preliminary opinions regarding foundations, floor systems, basements, and drainage for the anticipated construction are presented in the following paragraphs. The following discussions are preliminary and are not intended for design or construction. After



grading is complete, design-level investigations should be performed on a site-specific basis.

### **Foundations**

Based on data from our test pits and exploratory borings, subsurface conditions across the site will likely consist predominantly of natural granular soils and grading fills of similar materials. Foundation selection will be dependent upon the type of construction planned and site-specific soil conditions. Where granular soils and/or clay soils that exhibit low swell or low compressibility behavior occur at or near the foundation levels, use of footing type foundations will likely be appropriate. We estimate this type of foundation may be appropriate for about 95 percent of the site.

Where moderately to possibly highly expansive natural clay occur at or near foundation levels, ground modification will be required for use of footing-type foundations. We anticipate the depth of ground modification will likely be on the order of 4 to 6 feet below bottom of footings, depending on the swell potential of the underlying materials. Drilled piers bottomed in the bedrock may be an appropriate alternative to ground modification where the bedrock formation is sufficiently shallow and does not contain large gravel or cobbles to make the pier option feasible. Based upon our test pits, we anticipate ground modification or drilled piers for swelling soils may be appropriate foundation alternatives for about 5 percent of the site. Further site-specific investigations will be necessary to develop detailed foundation recommendations and design criteria after site grading is complete.

### **Slab-on-Grade and Basement Floor Construction**

Structural floor systems (crawl space) should be anticipated in all non-basement finished living areas. Based on our test pits and laboratory test results, we believe about 95 percent of the investigated land will be rated as low swell potential or low compressibility potential under current conditions. Slab-on-grade basement floors will probably be appropriate for these conditions. Where moderately to possibly highly



expansive clay and claystone are present near basement floor levels, structurally supported floors may be appropriate if sub-excavation is performed to mitigate the effects of moderate to high swell potential or rapidly compressible soils. We anticipate the resulting risk of poor slab performance should be low and basement slab-on-grade construction will likely be appropriate. Floor slab performance risk should be more thoroughly defined during design-level soils and foundation investigations after site grading is complete.

### Basements

Ground water at a depth of less than 10 feet below the ground surface will impact the feasibility of constructing basements. We generally recommend a minimum of 3 feet, and preferably 5 feet, of clearance between the bottom of the foundation and the highest seasonal ground water surface. Surface water can penetrate relatively permeable, loose backfill soils located adjacent to foundation walls and collect on less permeable soils that occur at the bottom of the excavation, causing wet or moist basement conditions. Foundation drains should be anticipated around all habitable, below-grade areas. We suggest foundation drains be connected to a sewer underdrain system, if one is installed. In our opinion, underdrain systems offer more comprehensive control of ground water and better mitigate impacts of ground water and swelling and collapsible soils on foundations, slabs, and pavements. Foundation drains may also discharge to the ground surface or sump pits where water can be removed by pumping. Basement walls should be designed to withstand lateral earth pressures. The lateral earth pressures should be established during design-level soils investigations.

### CONCRETE

Concrete in contact with soil can be subject to sulfate attack. We measured water-soluble sulfate concentrations in two samples from this site at less than 0.1 percent, which indicates Class 0 exposure to sulfate attack for concrete in contact with the subsoils, according to ACI 201.2R-01 as published in the 2005 ACI Manual of



**Concrete Practice.** For this level of sulfate concentration, the American Concrete Institute (ACI) indicates Type I cement can be used for concrete in contact with the subsoils. In our experience, superficial damage may occur to the exposed surfaces of highly permeable concrete, even though sulfate levels are relatively low. To control this risk and to resist freeze-thaw deterioration, the water-to-cementitious material ratio should not exceed 0.50 for concrete in contact with soils that are likely to stay moist due to surface drainage or high water tables. Concrete subjected to freeze-thaw cycles should be air entrained.

### **RECOMMENDED FUTURE INVESTIGATIONS**

Based on the results of this investigation, we recommend the following investigations be performed.

1. Evaluation of landfill for construction material suitability and extent.
2. Review of site-specific grading and utility plans.
3. Site-specific, design-level Soils and Foundation Investigations and Subgrade Investigation and Pavement Design after grading.
4. Construction testing and observation during site development and residential construction.

### **LIMITATIONS**

The recommendations and conclusions presented in this report are based on conditions disclosed by our geologic reconnaissance, our review of previous investigations, our test pits, exploratory borings, laboratory test results, and our experience. Variations in the subsurface conditions are possible and should be expected. We believe this investigation was conducted with that level of skill and care normally used by geotechnical engineers and engineering geologists practicing in this area at this time. No warranty, express or implied, is made.



If we can be of further service in discussing the contents of this report or the project from a geotechnical point-of-view, please call.

**CTL | THOMPSON, INC.**

**Brysen T. Mustain**  
Staff Geologist

**Thomas A. Terry, P.E., P.G.**  
Geologic Engineer

**Reviewed by:**

**Jonathan R. Lovekin, P.G.**  
Project Manager

**William C. Hoffmann, Jr., P.E.**  
Sr. Principal Engineer

**BTM:TAT:JRL:WCH:kis**  
(6 copies sent)



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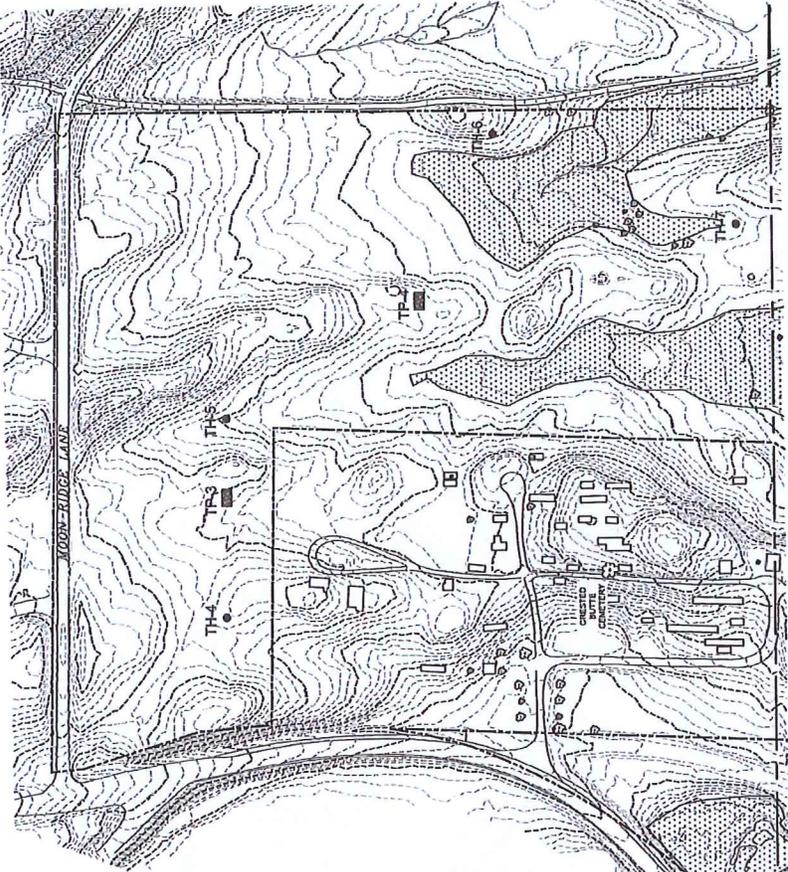
**Widmann, B.L., Kirkham, R.M., Morgan, M.L. & Rogers, W.P. with contributions from Crone, A.J., Personius, S.F. and Kelson, K.I. and GIS and web design by Morgan, K.S., Pattyn, G.R. and Phillips, R.C. (2002). Colorado Late Cenozoic Fault and Fold Database and Internet Map Server. Colorado Geological Survey Information. Series 60a. <http://geosurvey.state.co.us/pubs/ceno/>.**



LEGEND:

- TH-1 INDICATES APPROXIMATE LOCATION OF EXPLORATORY BORING.
- TP-1 INDICATES APPROXIMATE LOCATION OF EXPLORATORY TEST PIT.
- INDICATES APPROXIMATE LOCATION OF PROPERTY BOUNDARY.
- INDICATES APPROXIMATE LOCATION OF EXISTING BUILDING.
- INDICATES EXISTING TOPOGRAPHY.
- INDICATES APPROXIMATE LOCATION OF EXISTING UTILITY.
- INDICATES APPROXIMATE LOCATION OF EXISTING FLOOD BOUNDARY AND WETLAND LOCATIONS.

NOTE:  
 THIS DRAWING WAS PREPARED BY ENGINEER GORDON METZGER, INC. FOR THE PROJECT OF PARADISE AT CRESTED BUTTE, COLORADO. THIS DRAWING IS THE PROPERTY OF GORDON METZGER, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.



Location of Exploratory Borings/Test Pits  
 Paradise at Crested Butte  
 Crested Butte, Colorado

**CTL | THOMPSON, INC.**  
 1000 W. 10TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.8000  
 FAX: 303.733.8001  
 WWW.CTL.COM

DATE: 10/15/2008  
 DRAWN BY: TCM  
 CHECKED BY: TCM  
 PROJECT NO.: CS18076-115  
 SHEET NO.: 2

MATCHLINE



**LEGEND**

TH-1 INDICATES APPROXIMATE LOCATION OF EXPLORATORY BORING.

TP-1 INDICATES APPROXIMATE LOCATION OF PROPERTY BOUNDARY.

TH-2 INDICATES APPROXIMATE LOCATION OF PROPERTY BOUNDARY.

TH-3 INDICATES APPROXIMATE LOCATION OF EXISTING BUILDING.

TH-4 INDICATES BASTING TOPOGRAPHY.

**GEOLOGIC UNITS**

Qm1 UNCONSOLIDATED STRATA CONSISTING OF SILT, CLAY, SAND, AND GRAVEL, DEPOSITED IN FLUVIAL AND COLLUVIAL ENVIRONMENTS.

Qm2 MEDIUM CONSISTENT CLAY TO SILTY CLAY WITH SUBORDINANT SANDS AND SILTS.

Qm3 MEDIUM TO FINE GRAINED SANDS AND SILTS, SUBSISTING CONSISTING OF SILT, CLAY, AND GRAVEL.

**BOUNDARIES**

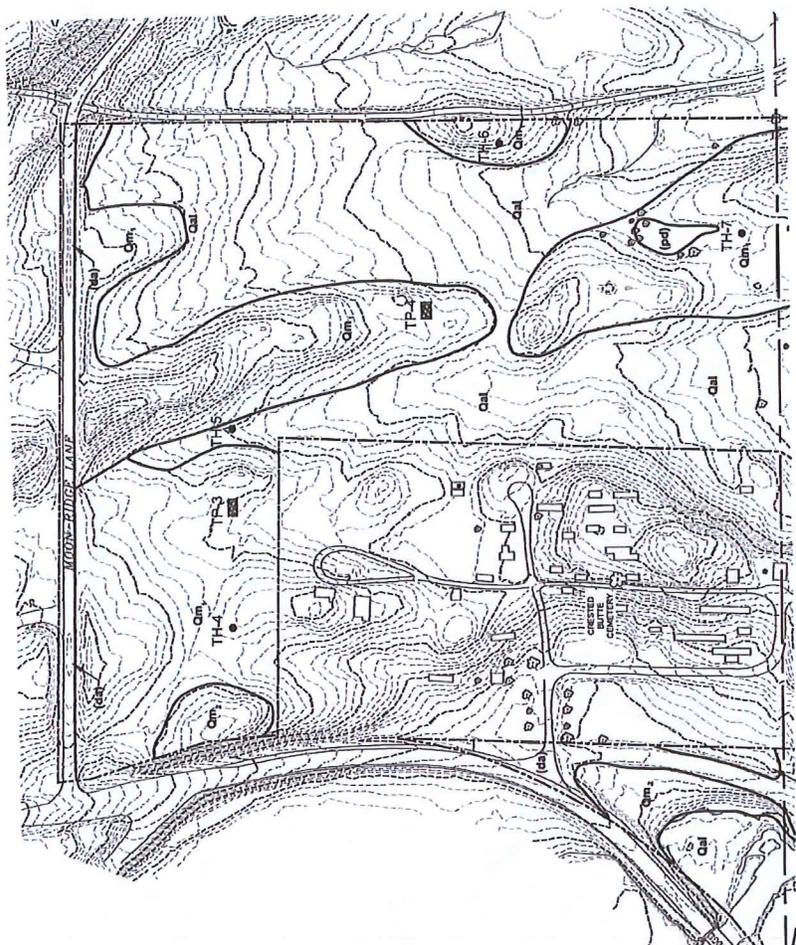
(da) DISTURBED AREA

(p) POOL/pond

**NOTES**

1. BASE DRAWING WAS PROVIDED BY CHAIRMAN OF THE BOARD OF DIRECTORS, LGS INC. TRANSMISSION, DATED JULY 13, 2011.

2. GEOLOGIC UNITS WERE DETERMINED BY ANALYZING PHOTOGRAPHS OF SOILS AND SANDS COLLECTED FROM THE PROPERTY AND TEST RESULTS AND TEST REPORTS. ADDITIONAL CHANGES IN SOILS SHOULD BE APPROPRIATE.



100-YEAR FLOOD PLAIN TECHNOLOGY PROVIDED BY CONSULTING GEOPHYSICIST

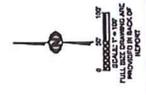
MATCHLINE

Surficial Geologic Conditions  
Paradise at Crested Butte  
Crested Butte, Colorado

CTL | THOMPSON, INC.  
PROFESSIONAL ENGINEERING AND SURVEYING

DATE: 1-13-2008  
PROJECT NO.: CS10974-115

REVISION: 4  
TEAM: SURVEYING  
BY: JMT  
DATE: 1-13-2008



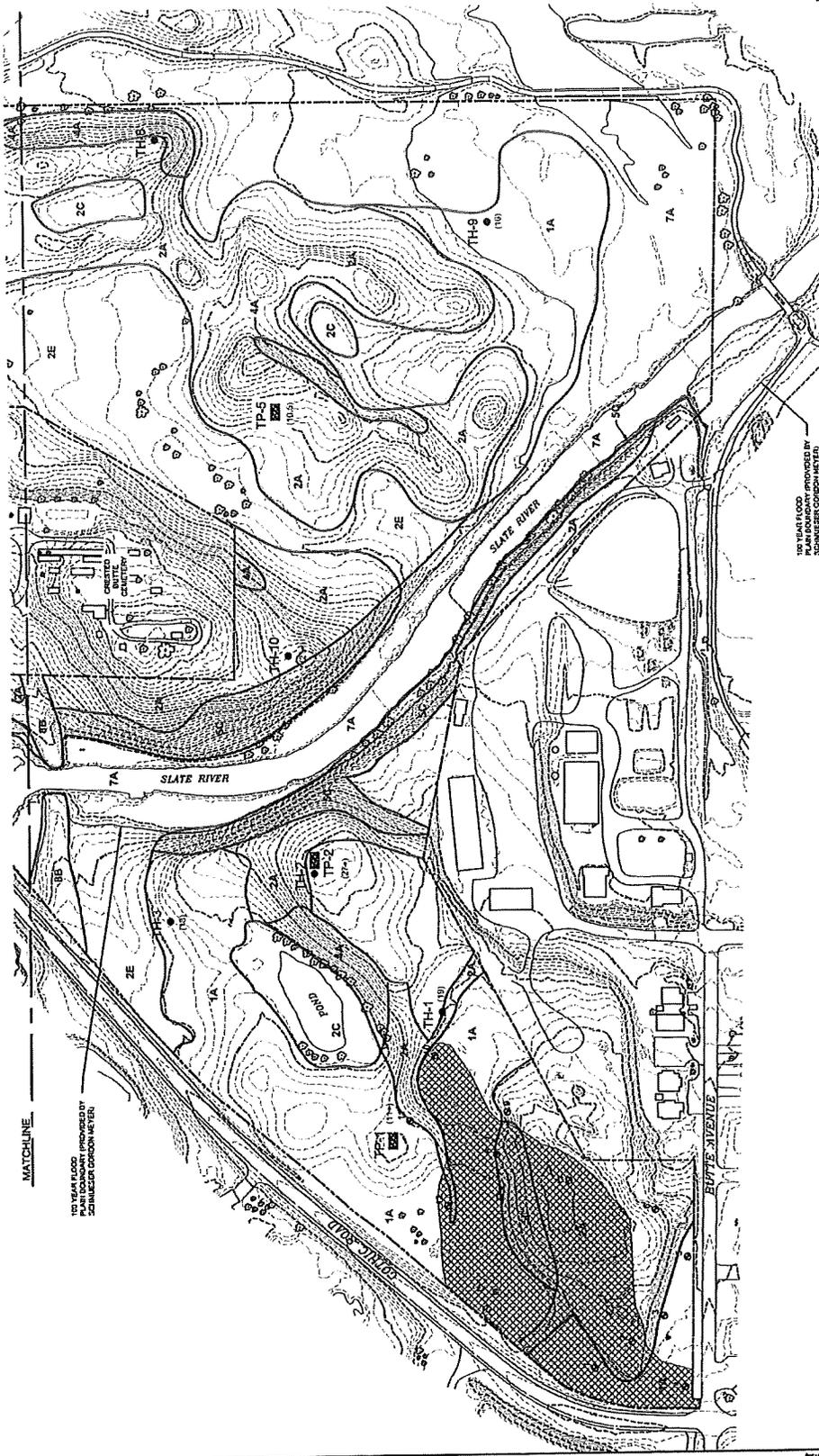
SCALE:	AS SHOWN
PROJECT NO.:	CS10974-115
DATE:	1-13-2008
BY:	JMT
TEAM:	SURVEYING
DATE:	1-13-2008
REVISION:	4

**LEGEND:**

- TH-1 INDICATES APPROXIMATE LOCATION OF TRANSPORTATION BARRIERS.
- TP-1 INDICATES APPROXIMATE LOCATION OF POTENTIAL TRANSPORTATION BARRIERS.
- INDICATES APPROXIMATE LOCATION OF POTENTIAL LAVA FLOW LIMITS. THIS INFORMATION WAS OBTAINED FROM A REPORT DATED SEPTEMBER 2008.
- INDICATES APPROXIMATE LOCATION OF PROPERTY BOUNDARIES.
- INDICATES APPROXIMATE LOCATION OF COSTING BARRIERS.
- INDICATES MEASURED DEPTH OF TEST PIT LOCATION.
- INDICATES APPROXIMATE LOCATION OF OLD LAVA FLOW LIMITS. THIS INFORMATION WAS OBTAINED FROM A REPORT DATED SEPTEMBER 2008.

- 1A. APPROXIMATE LOCATION OF POTENTIAL LAVA FLOW LIMITS. THIS INFORMATION WAS OBTAINED FROM A REPORT DATED SEPTEMBER 2008.
- 2A. STAKE TIE AND COLLUMBAR PIN LOCATIONS. THIS INFORMATION WAS OBTAINED FROM A REPORT DATED SEPTEMBER 2008.
- 2B. STAKE TIE AND COLLUMBAR PIN LOCATIONS. THIS INFORMATION WAS OBTAINED FROM A REPORT DATED SEPTEMBER 2008.
- 2C. STAKE TIE AND COLLUMBAR PIN LOCATIONS. THIS INFORMATION WAS OBTAINED FROM A REPORT DATED SEPTEMBER 2008.
- 2E. STAKE TIE AND COLLUMBAR PIN LOCATIONS. THIS INFORMATION WAS OBTAINED FROM A REPORT DATED SEPTEMBER 2008.
- 4A. STAKE TIE AND COLLUMBAR PIN LOCATIONS. THIS INFORMATION WAS OBTAINED FROM A REPORT DATED SEPTEMBER 2008.
- 5C. STAKE TIE AND COLLUMBAR PIN LOCATIONS. THIS INFORMATION WAS OBTAINED FROM A REPORT DATED SEPTEMBER 2008.
- 7A. STAKE TIE AND COLLUMBAR PIN LOCATIONS. THIS INFORMATION WAS OBTAINED FROM A REPORT DATED SEPTEMBER 2008.
- 8B. STAKE TIE AND COLLUMBAR PIN LOCATIONS. THIS INFORMATION WAS OBTAINED FROM A REPORT DATED SEPTEMBER 2008.

- NOTES:
- 1. DRAWING WAS PREPARED BY SCHWABERT ENGINEERING, INC. JOB NO. 2008-03-01.
- 2. PROPOSED CONSTRUCTION LIMITS ARE APPROXIMATE. SUBJECTIVE INTERPRETATION OF PROVIDED DATA WAS USED TO DETERMINE CONSTRUCTION LIMITS AND TEST PIT ADDITIONAL DATA WAS OBTAINED TO BE APPROXIMATE. THE STATUS OF PROPERTY BARRIERS AND DOCUMENTS BY CHANGES BORROWING ASSOCIATED IN THE 1970s.



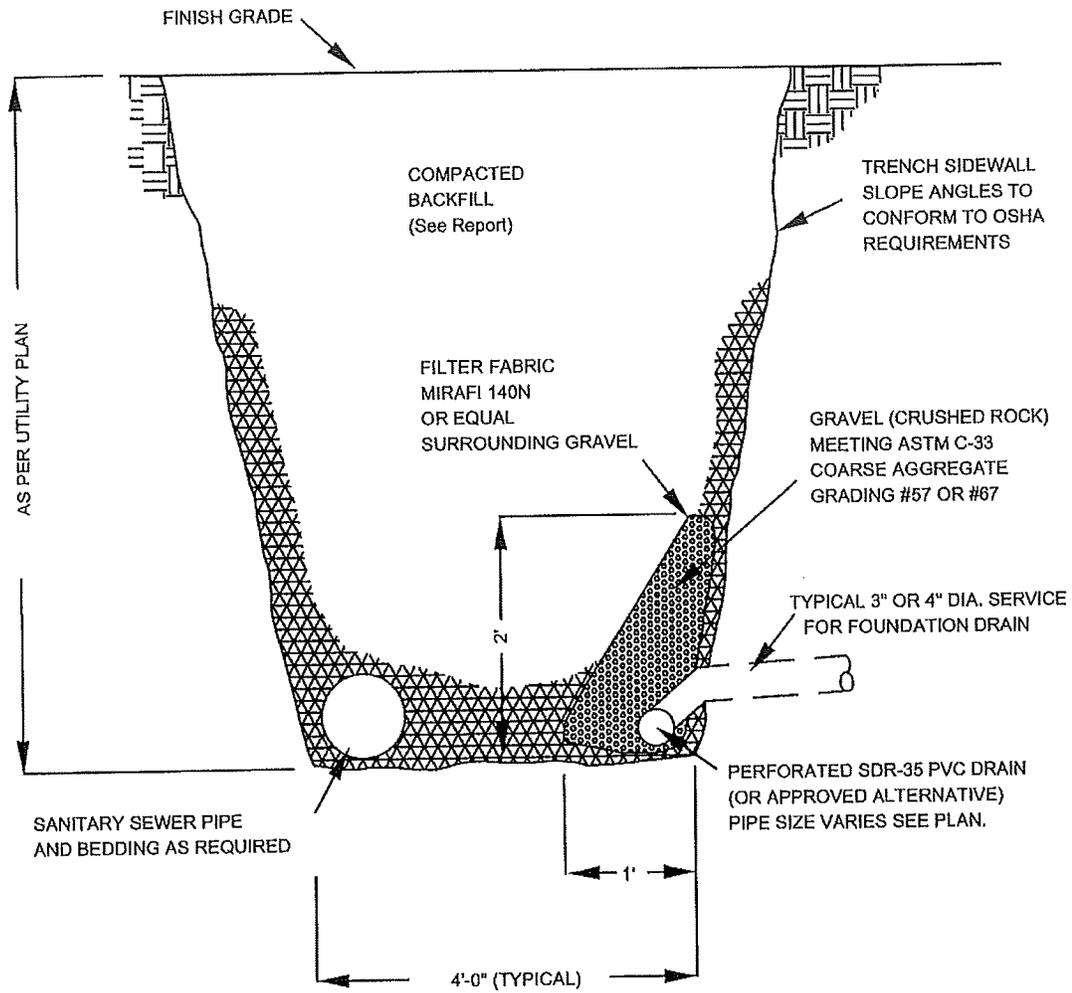
100 YEAR FLOOD ELEVATION DETERMINED BY SCHWABERT ENGINEERING, INC.

Engineering Conditions  
 Paradise at Crested Butte  
 Crested Butte, Colorado

**CTL THOMPSON, INC.**  
 200 W. 10TH AVENUE, SUITE 100  
 DENVER, COLORADO 80202

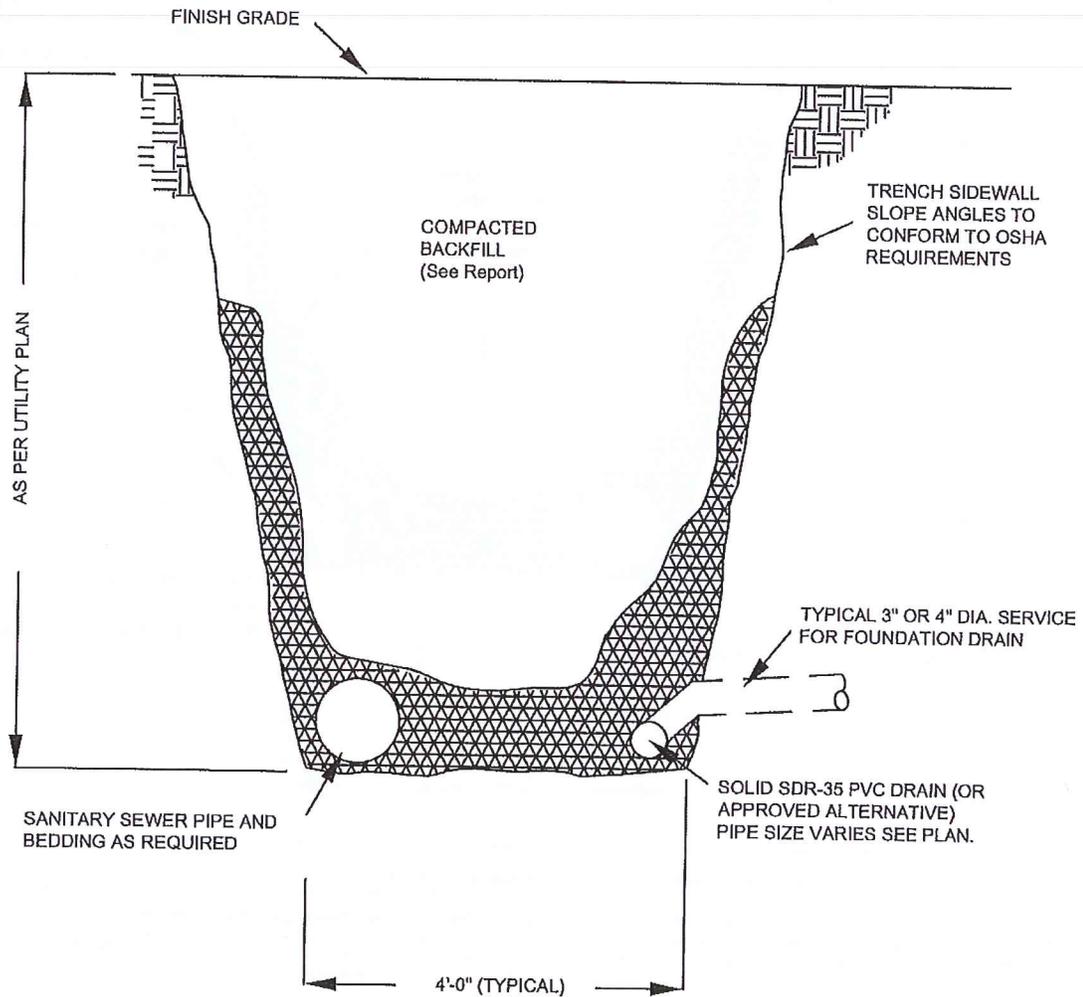
DATE: 1-20-2008  
 PROJECT: PARADISE AT CRESTED BUTTE  
 DRAWN BY: J. THOMPSON  
 CHECKED BY: J. THOMPSON  
 SCALE: AS SHOWN  
 SHEET NO.: 5





Grading Requirements for Coarse Aggregates per ASTM C-33								
Size Number	Nominal Size (Sieves with Square Openings)	Amounts Finer than Each Laboratory Sieve (Square Openings), Weight Percent						
		1 1/2 in. (37.5 mm)	1 in. (25.0 mm)	3/4 in. (19.0 mm)	1/2 in. (12.5 mm)	3/8 in. (9.5 mm)	No. 4 (4.5 mm)	No. 8 (2.36 mm)
67	3/4 in. to No. 4 (19.0 to 4.75 mm)	--	100	90 to 100	--	20 to 55	0 to 10	0 to 5
57	1 in. to No. 4 (25.0 to 9.5 mm)	100	95 to 100	--	25 to 60	--	0 to 10	0 to 5

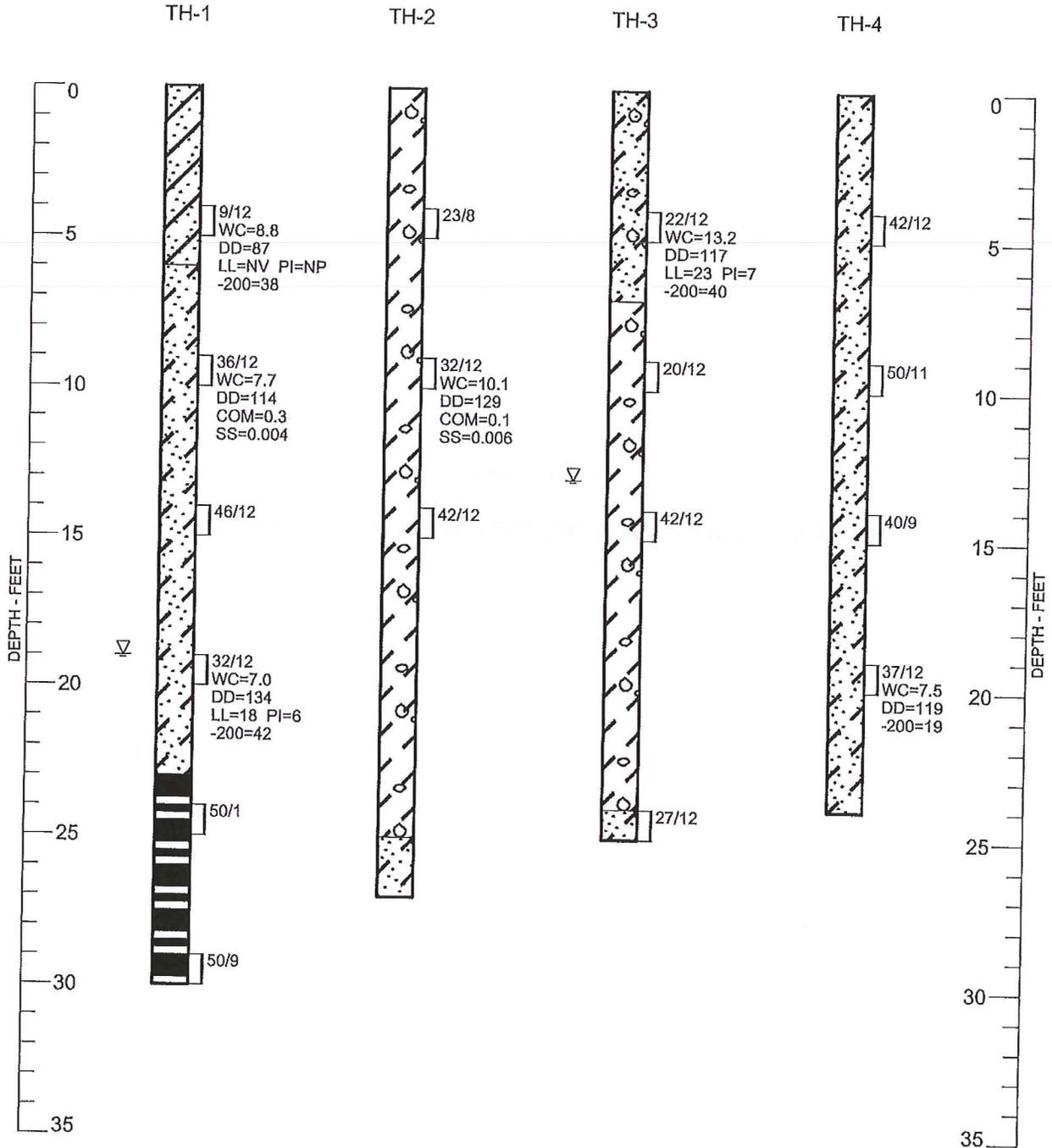
NOTE:  
 TO BE USED IN CASES WHERE GROUND WATER IS FOUND DURING TRENCHING OR WHERE SHALLOW GROUND WATER IS KNOWN TO EXIST.



NOTE:  
TO BE USED IN CASES WHERE NO  
GROUND WATER IS KNOWN TO EXIST.



**APPENDIX A**  
**SUMMARY LOGS OF EXPLORATORY BORINGS AND TEST PITS**



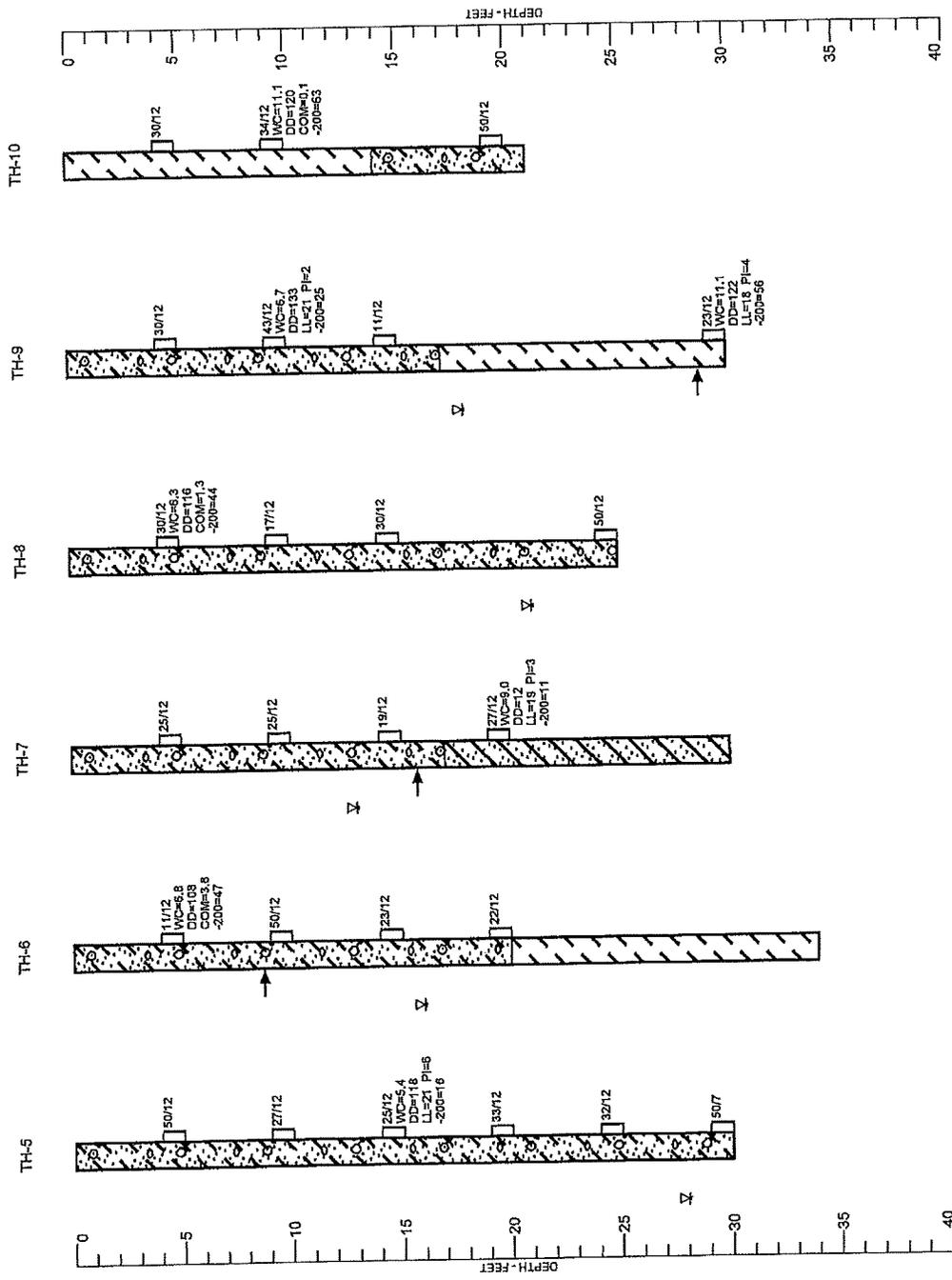


**LEGEND:**

- SAND, SLIGHTLY TO VERY SILTY, GRAVELLY, OCCASIONAL SHALE FRAGMENTS, LOOSE TO MEDIUM DENSE.
- SLIGHTLY MOIST TO WET, REDDISH-BROWN, MEDIUM BROWN, (SM, SF-SM)
- SAND, SLIGHTLY CLAYEY TO CLAYEY, OCCASIONAL SHALE FRAGMENTS, MEDIUM DENSE TO DENSE, MOIST TO WET.
- GRAYISH-BROWN, MEDIUM TO DARK BROWN, (SC, SF-SC)
- GRAVEL SAND, OCCASIONAL COBBLES, CLAYEY TO VERY CLAYEY, SHALE FRAGMENTS, MEDIUM DENSE TO VERY DENSE, SLIGHTLY MOIST TO WET, OLIVE, MEDIUM TO DARK BROWN, (GC)
- CLAY, SANDY, GRAVELLY, VERY STIFF, MOIST, DARK BROWN, DARK GRAY.
- CLAY, SANDY TO VERY SANDY, OCCASIONAL COBBLES, STIFF TO VERY STIFF, MOIST, DARK BROWN, DARK GRAY.
- BEDROCK, CLAYSTONE, SANDY, HARD TO VERY HARD, MOIST TO VERY MOIST, DARK GRAY.
- DRIVE SAMPLE, THE SYMBOL 912 INDICATES 9 BLOWS OF A 140-POUND HAMMER FALLING 30 INCHES WERE REQUIRED TO DRIVE A 2.5-INCH O.D. SAMPLER 12 INCHES.
- GROUND WATER LEVEL MEASURED AT TIME OF DRILLING.
- INDICATES REFUSAL TO PRACTICAL AUGER DRILLING USING A CME 55 TRACK-MOUNTED DRILL RIG.
- INDICATES DEPTH WHERE THE TEST HOLE CAVED DURING DRILLING.

**NOTES:**

1. THE BORINGS WERE DRILLED DECEMBER 3 THROUGH 5, 2007 USING A 4-INCH DIAMETER, CONTINUOUS-FLIGHT AUGER AND A CME 55 TRACK-MOUNTED DRILL RIG. THESE LOGS ARE SUBJECT TO THE EXPLANATIONS, LIMITATIONS, AND CONCLUSIONS AS CONTAINED IN THIS REPORT.
2. WC - INDICATES MOISTURE CONTENT. (%)  
DD - INDICATES DRY DENSITY. (PCF)  
COM - INDICATES COMPRESSION WHEN WETTED UNDER 1 KSF LOAD. (%)  
LL - INDICATES LIQUID LIMIT. (%)  
(NL - NON-LIQUID)  
PI - INDICATES PLASTICITY INDEX. (%)  
(SV - NO VALUE)
3. -200 - INDICATES PASSING NO. 200 SIEVE. (%)  
SS - INDICATES WATER-SOLUBLE SULFATE CONTENT. (%)



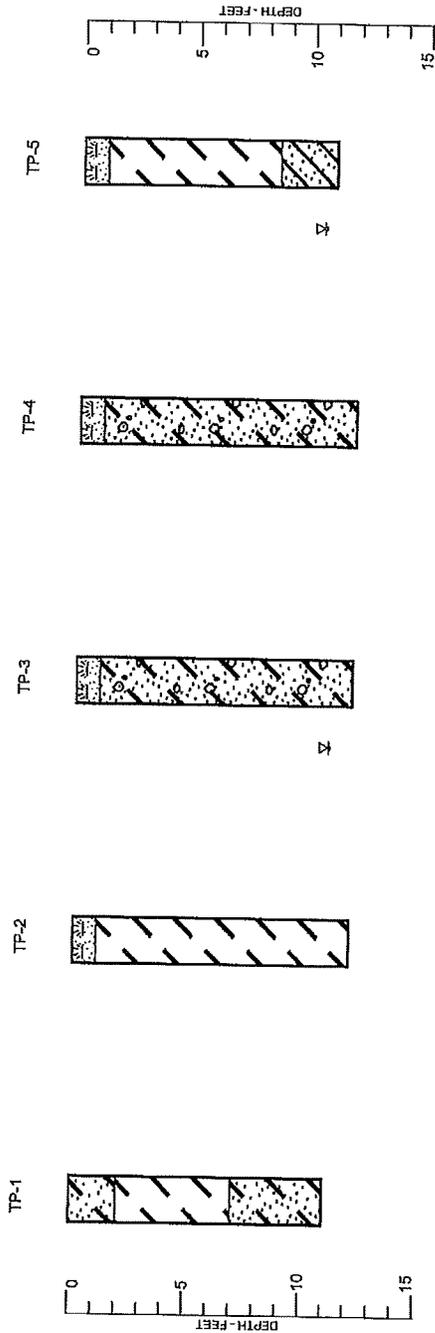
**Summary Logs of  
Exploratory  
Borings**

FIG. A-2



LEGEND:

- TOPSOIL, CLAY, SANDY, COBBLES, SLIGHTLY MOIST, MEDIUM TO DARK BROWN.
- SAND, SILTY, WET, GRAY, REDDISH-BROWN, (SM)
- SAND, CLAYEY, OCCASIONAL GRAVEL WITH CLAY DEPOSITS, SLIGHTLY MOIST, OLIVE, GRAYISH-BROWN, (SC)
- GRAVEL, SANDY WITH COBBLES, CLAYEY, SLIGHTLY MOIST TO MOIST, DARK BROWN, (GC)
- CLAY, SANDY, OCCASIONAL GRAVEL, SLIGHTLY MOIST TO MOIST, MEDIUM TO DARK BROWN, (CL)
- GROUND WATER LEVEL MEASURED AT TIME OF EXCAVATION.



NOTES:

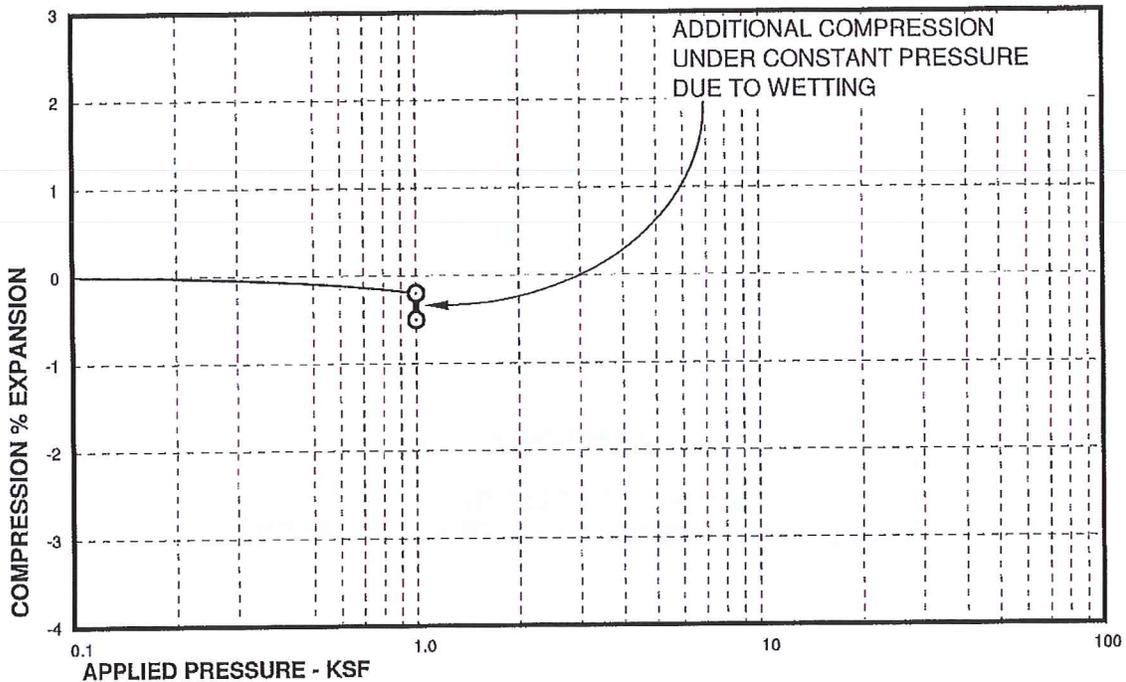
1. THE TEST PITS WERE EXCAVATED DECEMBER 3 THROUGH 5, 2007 USING A RUBBER-TIRE BACKHOE.
2. THESE LOGS ARE SUBJECT TO THE EXPLANATIONS, LIMITATIONS, AND CONCLUSIONS AS CONTAINED IN THIS REPORT.



**APPENDIX B**

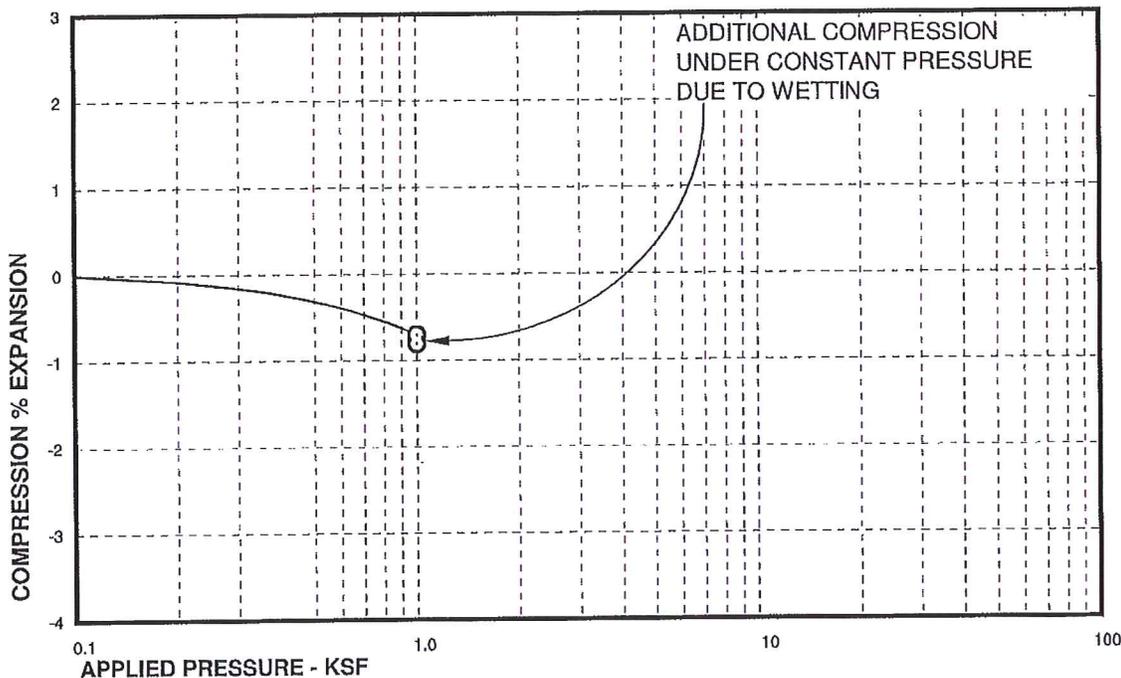
**LABORATORY TEST RESULTS**

**TABLE B-1 – SUMMARY OF LABORATORY TESTING**



Sample of SAND, CLAYEY (SC)  
From TH-1 AT 9 FEET

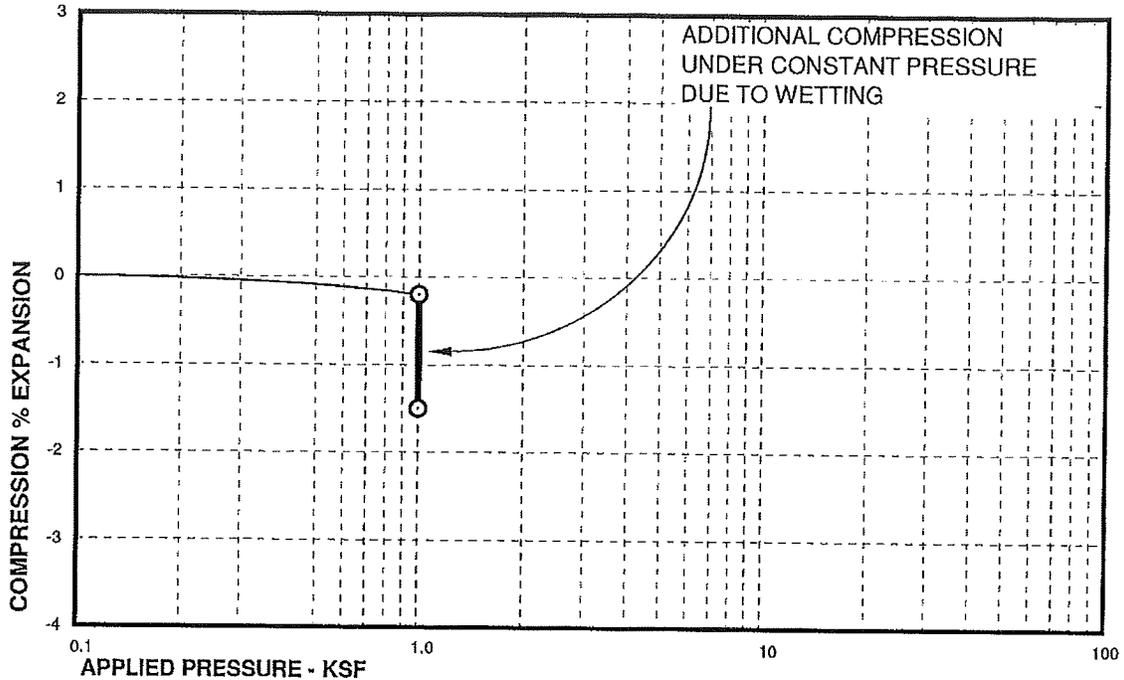
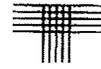
DRY UNIT WEIGHT= 114 PCF  
MOISTURE CONTENT= 7.7 %



Sample of CLAY, GRAVELLY, VERY SANDY (CL)  
From TH-2 AT 9 FEET

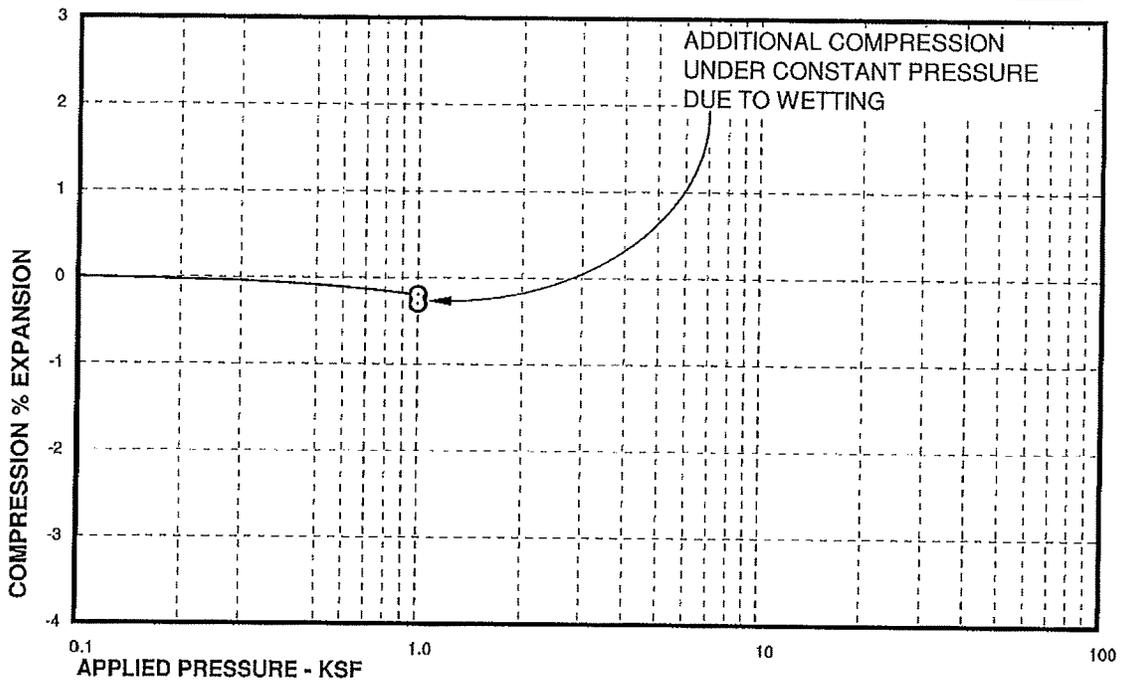
DRY UNIT WEIGHT= 129 PCF  
MOISTURE CONTENT= 10.1 %

### Swell Consolidation Test Results



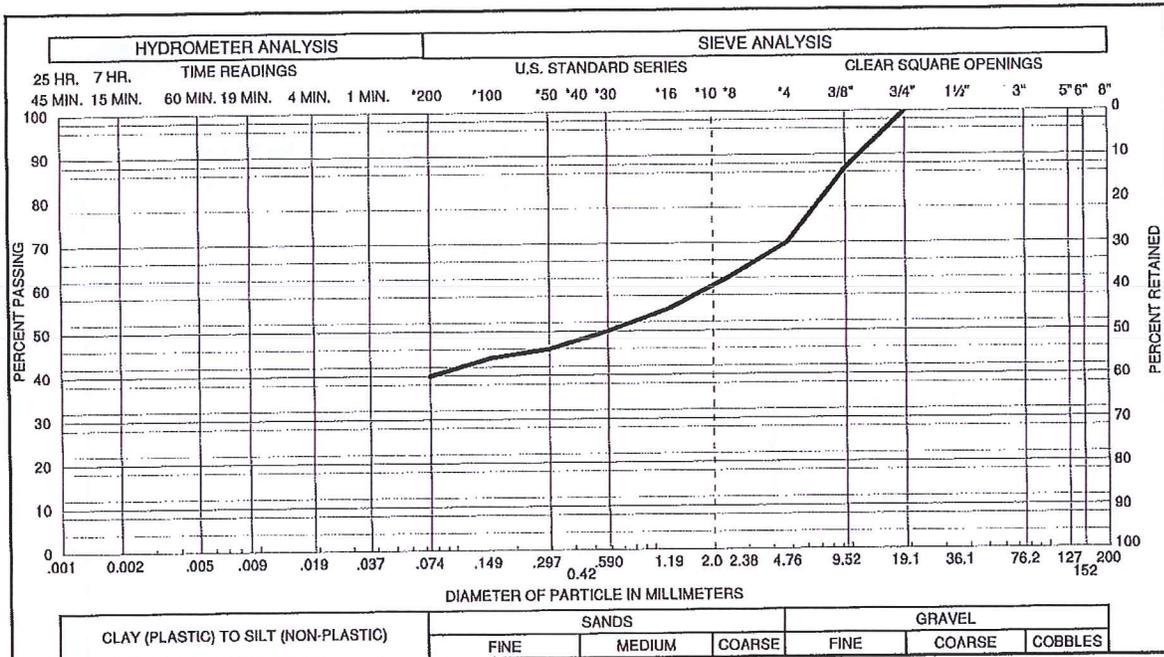
Sample of GRAVEL, SANDY, VERY CLAYEY (GC)  
From TH-8 AT 4 FEET

DRY UNIT WEIGHT= 116 PCF  
MOISTURE CONTENT= 6.3 %



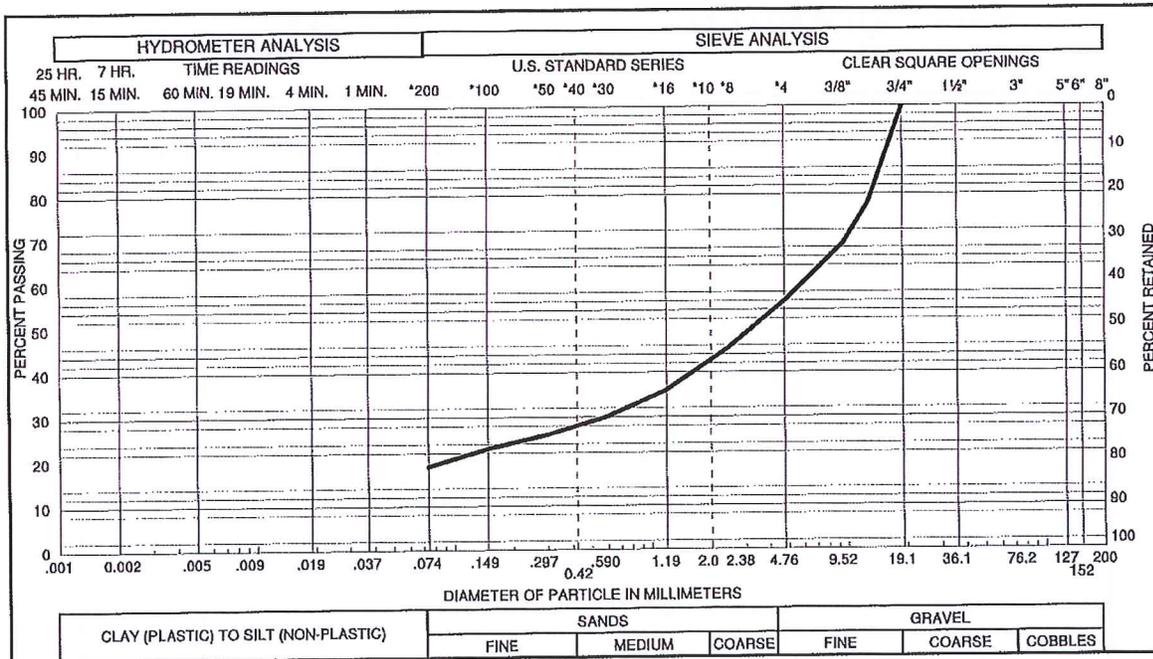
Sample of CLAY, VERY SANDY (CL)  
From TH-10 AT 9 FEET

DRY UNIT WEIGHT= 120 PCF  
MOISTURE CONTENT= 11.1 %



Sample of SAND, GRAVELLY, VERY CLAYEY (SC)  
 From TH - 3 AT 4 FEET

GRAVEL 30 % SAND 30 %  
 SILT & CLAY 40 % LIQUID LIMIT 23 %  
 PLASTICITY INDEX 7 %



Sample of GRAVEL, SANDY, CLAYEY (GC)  
 From TH - 4 AT 19 FEET

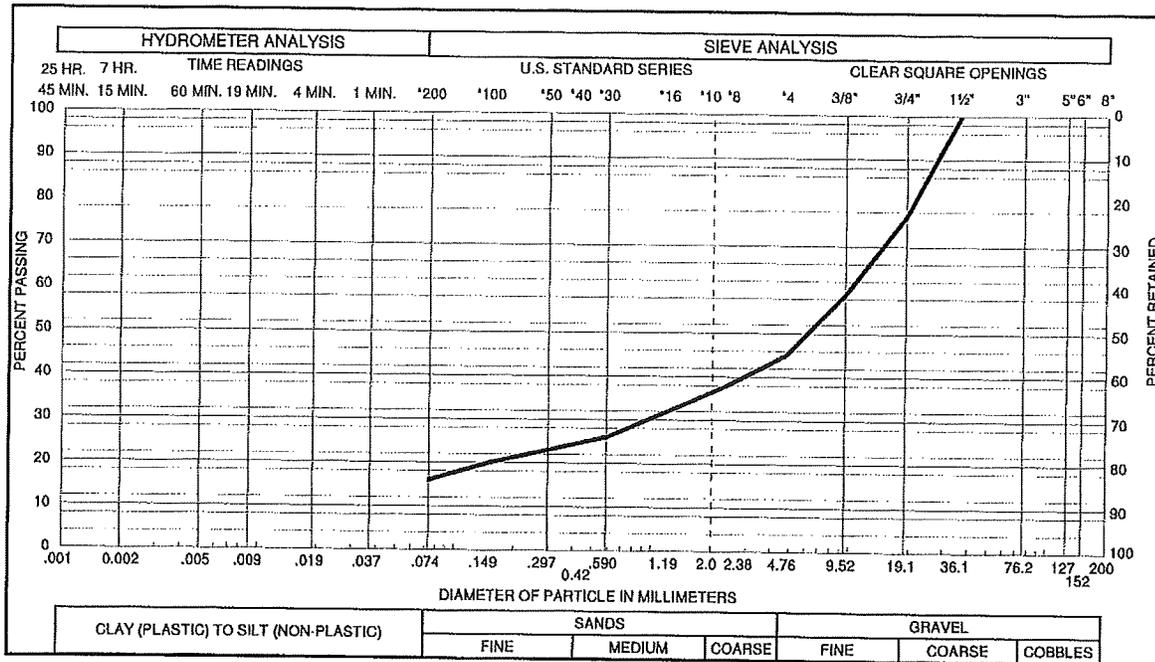
GRAVEL 44 % SAND 37 %  
 SILT & CLAY 19 % LIQUID LIMIT    %  
 PLASTICITY INDEX    %

THE FAIRWAYS GROUP  
 PARADISE AT CRESTED BUTTE  
 PROJECT NO. CS16974-115

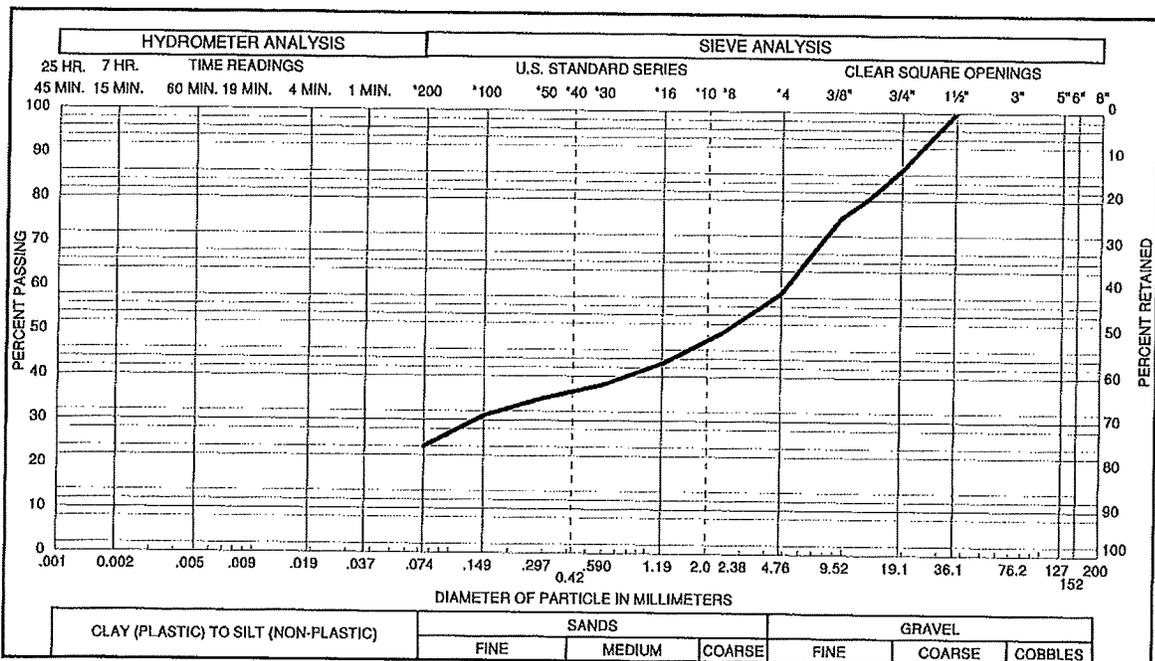
S:\CS16500-16999\CS16974.000\115\2. Reports\CS16974-115-GRAD.xls

## Gradation Test Results

FIG. B-3



Sample of GRAVEL, SANDY, CLAYEY (GC) GRAVEL 55 % SAND 29 %  
 From TH - 5 AT 14 FEET SILT & CLAY 16 % LIQUID LIMIT 21 %  
 PLASTICITY INDEX 6 %



Sample of GRAVEL, SANDY, SILTY (GM) GRAVEL 41 % SAND 35 %  
 From TH - 7 AT 19 FEET SILT & CLAY 24 % LIQUID LIMIT %  
 PLASTICITY INDEX %

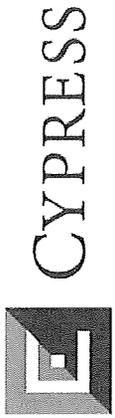




## Attachment 9

### 9-Landscape Plan





# CRESTED BUTTE RESIDENTIAL

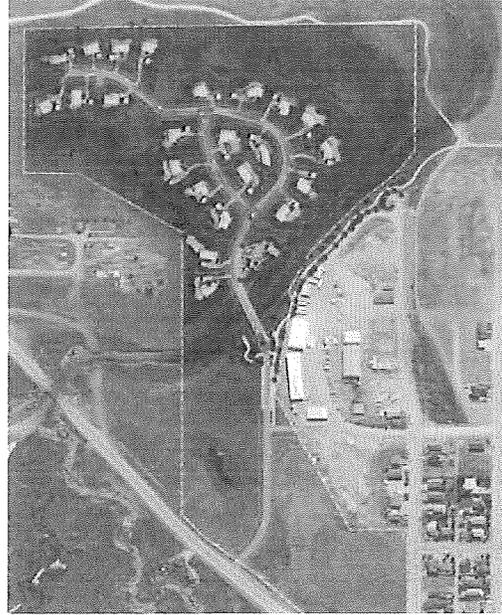
## CRESTED BUTTE, CO

SCHEMATIC PLANTING PLAN

**FOR REVIEW ONLY - NOT FOR CONSTRUCTION**

FEBRUARY 22, 2017

SHEET LIST	
Sheet Number	Sheet Title
00-00	COVER SHEET
L0-00	SITE PLAN
L0-01	PLANTING NOTES
L1-101	TREE PLAN
L1-102	TREE PLAN
L1-103	TREE PLAN
L2-101	SHRUB PLAN
L2-102	SHRUB PLAN
L2-103	SHRUB PLAN
L3-101	PLANTING ENLARGEMENT
L4-101	PLANT PALETTE
L4-102	PLANT PALETTE















CRESTED BUTTE RESIDENTIAL

Project Name

1524 S. UNIVERSITY AVENUE, SUITE 100, CRESTED BUTTE, CO 81224  
PH: 970.338.1111 FAX: 970.338.1112  
WWW.CYPRESSDESIGN.COM



Contractor

Table with columns: TREE SPECIES, TREE SIZE, TREE TYPE, TREE HEIGHT, TREE WIDTH, TREE SPREAD, TREE AGE, TREE CONDITION, TREE LOCATION, TREE NOTES.

LANDSCAPE MAINTENANCE NOTES:

- 1. CONTRACTOR RESPONSIBLE FOR THE MAINTENANCE OF ALL PLANT MATERIALS, INCLUDING TEMPORARY PROTECTION AND RESTORATION IF NECESSARY DURING CONSTRUCTION, WHILE BEING HELD IN LANDSCAPE HOLDING STATUS.

SHRUB SCHEDULE

Table with columns: SPECIES, TREE SIZE, TREE TYPE, TREE HEIGHT, TREE WIDTH, TREE SPREAD, TREE AGE, TREE CONDITION, TREE LOCATION, TREE NOTES.

Table with columns: SPECIES, TREE SIZE, TREE TYPE, TREE HEIGHT, TREE WIDTH, TREE SPREAD, TREE AGE, TREE CONDITION, TREE LOCATION, TREE NOTES.

SEED MIXES

Table with columns: SEED MIX NAME, SEED MIX TYPE, SEED MIX PERCENTAGE, SEED MIX NOTES.

DESIGN COMPLIANCE NOTES:

Materials shall be installed in accordance with manufacturer's instructions. These planting practices are intended to provide a long-term, low-maintenance landscape. All plants shall be installed in accordance with the following specifications. All plants shall be installed in accordance with the following specifications. All plants shall be installed in accordance with the following specifications.

PLANTING DESIGN NARRATIVE:

The design is for a residential landscape. The design is for a residential landscape.

PLANTING NOTES:

- 1. ALL PLANT MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COLORADO NURSERY ACT, 17-6-103, THE 2014 AMERICAN NURSERY ACT, AND THE 2014 AMERICAN NURSERY ACT.
- 2. ALL PLANT MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COLORADO NURSERY ACT, 17-6-103, THE 2014 AMERICAN NURSERY ACT, AND THE 2014 AMERICAN NURSERY ACT.

Table with columns: Year, Date, Description, By.







Client:



CYPRESS

Project Name:

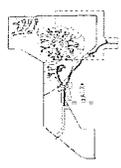
CRESTED BUTTE RESIDENTIAL



EDSA  
1515 E. BROADWAY SUITE 100  
FORT LAUDERDALE, FL 33304  
www.edsa.com

Contract:

Site Map

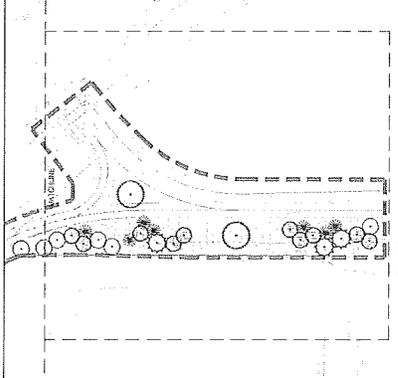
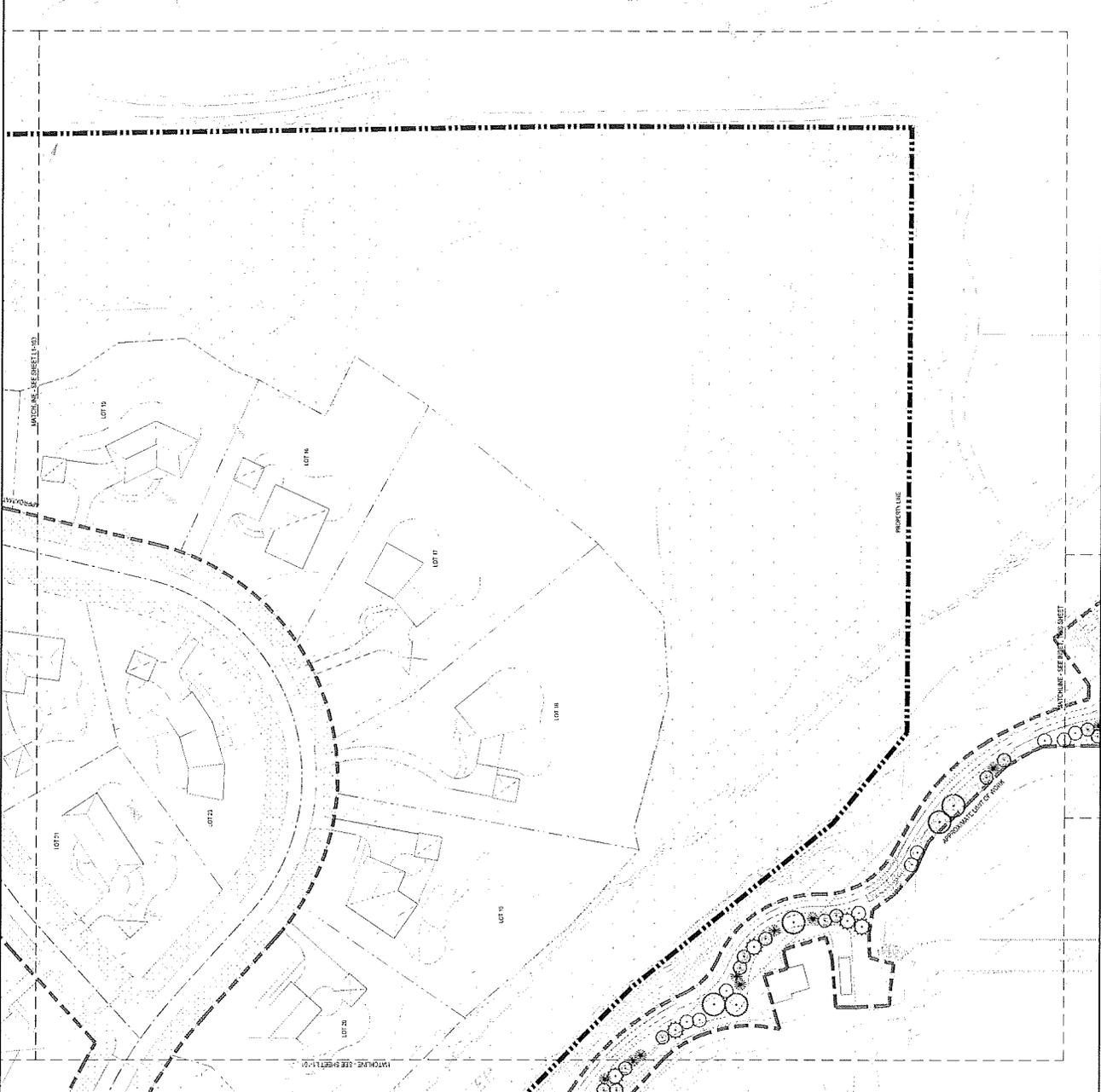


Rev. Date Description By:

Date:	2/28/2017
Designed By:	MB
Drawn By:	MB
Approved By:	PK
Project No.:	101842
Scale:	1" = 40'
Sheet:	

Project Phase: SCHEMATIC DESIGN  
 Sheet Title: TREE PLAN  
 Sheet Number: L1-102

TREE SCHEDULE		PLANT CODE	PLANT NAME
1	Small Tree	10' Cal	Orange
2	Medium Tree	12' Cal	Orange
3	Large Tree	14' Cal	Orange
4	Small Tree	10' Cal	Orange
5	Medium Tree	12' Cal	Orange
6	Large Tree	14' Cal	Orange
7	Small Tree	10' Cal	Orange
8	Medium Tree	12' Cal	Orange
9	Large Tree	14' Cal	Orange
10	Small Tree	10' Cal	Orange
11	Medium Tree	12' Cal	Orange
12	Large Tree	14' Cal	Orange
13	Small Tree	10' Cal	Orange
14	Medium Tree	12' Cal	Orange
15	Large Tree	14' Cal	Orange















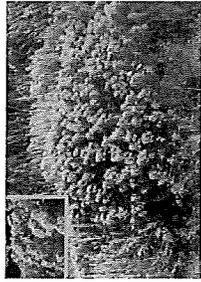


SEED MIX TYPE 1

SHRUBS

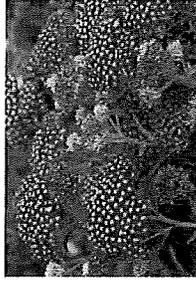


*Achillea millefolium*  
Yarrow

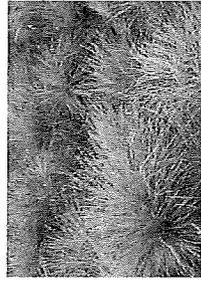


*Artemisia tridentata*  
Mountain Big Sagebrush

FORBS AND PERENNIALS



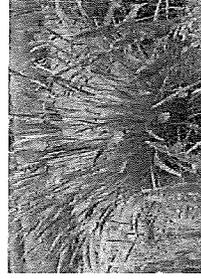
*Elymus trichocarpus*  
Slender Hairgrass



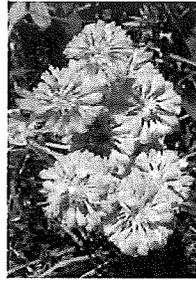
*Festuca saximontana*  
Ropy M Fescue



*Poa albing*  
Poplaring



*Koeleria macrantha*  
Lanegrass



*Juniperus subulata*  
Belted Sage



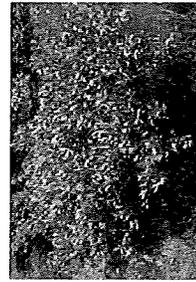
*Carex utriculata*  
Belted Sage

SEED MIX TYPE 2

SHRUBS



*Pentstemon heterophyllus*  
Shrubby cinquefoil



*Achillea millefolium*  
Shrub Yarrow

FORBS AND PERENNIALS



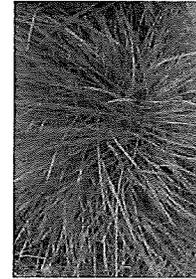
*Elymus trichocarpus*  
Slender Hairgrass



*Juniperus subulata*  
Belted Sage



*Carex utriculata*  
Belted Sage



*Koeleria macrantha*  
Lanegrass



*Carex utriculata*  
Belted Sage



*Juniperus subulata*  
Belted Sage

## **Attachment 10**

### **10-Drainage Report**



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## DRAINAGE REPORT

---

# SLATE RIVER DEVELOPMENT GUNNISON COUNTY COMBINED PRELIMINARY AND FINAL PLAN APPLICATION

March 2017

Prepared by



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## DRAINAGE REPORT

# SLATE RIVER DEVELOPMENT GUNNISON COUNTY COMBINED PRELIMINARY AND FINAL PLAN APPLICATION

PREPARED BY

TYLER HARPEL P.E.



SGM Project # 2015-201.002

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Basin Delineation Maps

### Appendix B

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### Appendix C

~~TR-55 Calculations and Output Reports~~

## 1.0 Introduction

This report by SGM is prepared for Cypress Foothills, LP (Applicant) to document and show the design and methodology for the stormwater and drainage control for the proposed Slate River Development (Development) as part of the combined Preliminary and Final Application for Major Impact Project of the Gunnison County, Colorado Land Use Resolution (Amended February 16, 2016) (LUR). This report will discuss the design parameters as well as overall description of the drainage throughout the site to fulfill section 7-301 (J) (19) of the LUR as well as comply with sections 13-116 and 13-117.

The general overall site drainage methodology fully integrates the LID (low impact design) drainage concept. This is different than the “traditional” drainage methodology of capturing runoff piping it and treating it at larger “regional” detention or retention location. The LID concept incorporates the idea of having many smaller dispersed treatment areas, limiting the connectivity of impervious areas, increasing the opportunity for filtration and infiltration. The main goal is to slow down, treat and infiltrate the stormwater before it ever becomes a concentrated flow where it has a much more erosive and destructive force.

In addition to maintaining historic flow rates and flow paths in a much smaller footprint (because treatment happens before significant concentration), the LID drainage Best Management Practices (BMPs) also provide a higher water quality treatment than traditional drainage detention and retention models. This is because the traditional drainage models are primarily designed to handle large destructive storm events like the 25 and 100 year events. However it has been found that more than 80% of all pollutants in stormwater occur in the “first flush” in the less than 2 year storm events. In the process of evaluating the LID BMPs research has found not only do they treat for suspended solids but they are also every effective in removing, bacteria, metals, nutrients and oils and greases (see the international stormwater BMP database for more information on percent removal abilities [www.bmpdatabase.org](http://www.bmpdatabase.org))

The primary BMPs used in this development are:

- Minimization of site disturbance, keeping paved and gravel areas to a minimum and keeping native vegetative buffers.
- There is a 25-50' vegetated buffer before all wetlands.
- Wetlands dispersion outlets, to disperse and infiltrate all areas in the development where stormwater could become concentrated before they reach the wetlands.
- No curb and gutter on the east side so water sheet flows as much as possible with vegetated areas directly adjacent to the concrete ribbon edge of the paved road.
- There are no impervious areas directly running onto pervious areas. All impervious areas, road, roof, and driveways sheet flow directly onto pervious areas.
- Minimizing slopes in all areas, lengthening runoff channels and flattening out slopes on vegetated pervious areas in all locations.
- Use of Vegetated Bio-retention Swales (VBS) in place of curb and gutter and traditional roadside ditches. The VBSs have a sub-surface structure of specially formulated granular and organic mix for 12" to grow vegetation but have rapid infiltration sitting over a gravel section providing filtration, subsurface storage and infiltration to native soils.

- Use of Vegetated Bio-retention Basins (VBB) instead of traditional retention or detention basins. This works somewhat like a constructed wetland filtering and cleaning stormwater with the vegetation before infiltrating through the pervious base.
- Keeping the existing drainage basin path and location intact as much as possible with roadway primarily following ridgelines, and not having anything flow onto the roadways to pick up pollutants.
- No touching or disturbing the steep slopes that drain directly to the river or wetlands.
- Not creating any new slopes (roadside cuts or fills) with more than 4:1 slopes on the site.

## 2.0 Stormwater Runoff

The Development consists of approximately 44.5 acres located immediately north of the Town of Crested Butte. It is within the Slate River watershed and the site consists of a mountain meadow used historically as pasture land with just over 10 acres of wetlands and riparian areas on site. The Slate River bisects the property, and the site drains directly to the river.

Much of the site sheet flows to wetlands before flowing into the river. Therefore it is very important that stormwater is treated and maintains the historic flow rate before it reaches the wetlands. There is some offsite drainage areas that flow through the on site wetlands on its way to the Slate River. We broke up the site into smaller drainage basins that could be evaluated and treated before the stormwater reached the wetlands, therefore the offsite drainage through the property and the flow through the wetlands would not be affected or changed at all.

The proposed drainage design for the Slate River Development represents an optimization of various goals, concerns and criteria. The highest priorities were flood damage prevention, maintaining historic flow paths and rates, preserving the quality of runoff, and infiltrating the stormwater as quickly as possible.

To achieve all these goals each drainage basin was evaluated at the 100-year storm event, the 25-year storm event and the 2-year storm event. The 100-year event was evaluated to make sure all drainage features and components could safely convey the flood event to the river without damaging or impacting any infrastructure. The 25-year storm event was evaluated to make sure historic flow rates would be maintained at this design storm per 13-118 of the LUR. The 2-year storm event was evaluated to make sure pollutants were cleaned in the “first flush” events. In comparing the 2-year runoff events to the area of each basin it can be seen that more than 80% of the 2-year event is fully captured and infiltrated and never runs offsite.

### 2.1 Hydrologic Analysis

#### Designation of Drainage Basins

The designation of drainage basins and basin boundaries are found in mapping located in Appendix A, titled Basin Delineation. As discussed above the basins were divided into small enough disturbed basins so that treatment and historic flow rates would be maintained before runoff entered any of the wetlands on the property. Therefore offsite flow through the wetlands from offsite to the river is maintained exactly as it was before the development. Also, the development will mimic the wetlands to treat the stormwater on site with VBS and VBB BMPs as wetlands have proved to be one of if not the most important and effective treatment for stormwater (both water quality and quantity) but the development will treat to historic rates with the BMPs before any stormwater enters the wetlands and not impact the existing wetlands at all. A summary of each basin is as follows:

- West 1: This basin flows from the highpoints on the west side of the river to the west into the roadside swale on Gothic Road (CR 317). The existing roadside ditch flows north and along the road and into the Slate River. Because the Town

of Crested Butte wanted curb and gutter in this section of the road, this is the only location where the stormwater is piped and treated in a single larger bio-retention basin. Stormwater then outlets from this bio-retention basin into the existing Gothic road side ditch and follows the same flow path and the same historic flow rate. The bio-retention in this basin was sized to also handle the potential 6 future Town residential lots north of Pyramid Avenue in addition to the road structure itself.

- West 2: This is the small basin that drains directly to the Slate River. Most of the basin will stay undisturbed and sheet flow to the river as it does today with vegetated cover. But the small section of roadway with curb and gutter will be routed to two (north side and south side of road) bio-retention basins that have wetland dispersion (rip-rap) outlets before the steep slopes to the Slate River.
- East 1: On the northwest side of the east development this basin naturally drains into the Cemetery Wetlands. At least a 25' existing vegetated buffer will be maintained before the wetlands. All roadside runoff will be captured in VBS, flow length increased, sloped decreased, infiltrated and run through a VBB to treat any flow that does not infiltrate. Finally there is a wetland dispersion outlet after the VBB to make sure flows entering the wetlands are not concentrated.
- East 2: This is the largest basin, all naturally flowing to the East Wetlands. At least a 50' existing vegetated buffer will be maintained before the wetlands. All roadside runoff will be captured in VBS, flow length increased, sloped decreased, time of concentration increased, infiltrated and run through a VBB to treat any flow that does not infiltrate. Finally there is a wetland dispersion outlet after the VBBs to make sure flows entering the wetlands are not concentrated.
- East 3: In the middle of the east development all flows naturally drain into the Cemetery Wetlands south of basin East 1. At least a 25' existing vegetated buffer will be maintained before the wetlands. All roadside runoff will be captured in VBS, flow length increased, sloped decreased, infiltrated and run through a VBB to treat any flow that does not infiltrate. Finally there is a wetland dispersion outlet after the VBB to make sure flows entering the wetlands are not concentrated.
- East 4: On the southwest side of the east development this basin also naturally drains into the Cemetery Wetlands west of basin East 3. At least a 25' existing vegetated buffer will be maintained before the wetlands. All roadside runoff will be captured in VBS, flow length increased, sloped decreased, infiltrated and run through a VBB to treat any flow that does not infiltrate. Finally there is a wetland dispersion outlet after the VBB to make sure flows entering the wetlands are not concentrated. This basin does not flow directly into the Slate River, but into the wetlands first. The steep slope draining directly into the Slate River will not be developed.

### Methodology

Hydrologic procedures outlined in the Soil Conservation Service (SCS) Technical Release 55 "Urban Hydrology for Small Watersheds" (TR-55) were utilized to determine

peak flows and volumes of runoff generated by the various basins. The model is a simplified procedure based on the TR-20 computer program and uses a set of more readily available input parameters to define watershed characteristics and estimate runoff. A uniformly distributed time varying rainfall is imposed over the basin area. The rainfall is then converted to runoff by using a runoff curve number based on soils, plant cover, impervious area, interception and surface storage. The runoff is then transformed into a hydro graph (flow rate versus time), using unit hydrograph theory and routing methods based on the travel time through drainage segments.

Runoff control measures are to be designed for the 25-year event. Bio-retention areas will be provided throughout the development so that net results limit flows to the 25-year historic level. Also process during construction was a key component of the design so drainage elements can be constructed in sequence as the construction progresses and are used for construction and long term BMPs.

### Basin Area

Basin areas were delineated from 1-foot site topography created by aerial imaging. Gothic Road intercepts all off site drainage above Three Valleys Subdivision. Basin delineation follows the natural topography and not property lines; therefore some of the basins include offsite area such as the cemetery.

### Rainfall

TR-55 uses a 24-hour rainfall total and a synthetic time distribution to produce a centrally peaked design storm. The SCS Type II distribution is applicable to this region. Twenty-four hour rainfall amounts for specific return periods were obtained from the NOAA Atlas 14; volume 8 version 2 maps contained in "Procedures for Determining Peak Flows in Colorado", SCS, 1980 and are shown in Table 1. Appendix B contains the full NOAA point precipitation frequency tables.

**TABLE 1**

	<b>CRESTED BUTTE RAINFALL</b>		
	<b>RETURN PERIOD (years)</b>		
24-Hour Storm Total	2	25	100
	1.59"	2.60"	3.43"

### Time of Concentration

Time of concentration (TC) is defined as the time it would take for a drop of water falling on the most hydrologically remote point in a watershed to reach the outfall. To determine the Time of Concentration, we have used a segmented approach consisting of sheet flow, shallow concentrated flow and channel flow to estimate TC. The TC is affected by surface roughness, overland slope, channel slope and flow patterns. TC influences the shape and peak of the runoff hydrograph with shorter times producing higher and sharper peaks. This is the principal behind the detention created by designing VBSs along the roadside and lengthening the flow path and decreasing the slope. The longer the TC the more reduced the peak flow. Typical development collects and pipes runoff to a point of concentration much quicker than what occurs naturally. This puts all the runoff at the same point in a compressed timeframe increasing the peak runoff. By adding in the VBSs and VBBs to the site we are able to make the TC longer than even the natural basin TC so that the peak runoff (even though maybe more total runoff water overall) happens over a longer time period decreasing the peak rate to historic or less. TC calculations for each basin, pre-development, post-development and post-development with bio-retention added in are provided in Appendix C.

### Runoff Curve Number

The Runoff Curve Number determines the amount of rainfall that becomes runoff and the amount that infiltrates or is abstracted. Major factors that determine Runoff Coefficient are hydrologic soil group (HSG), cover type and hydrologic conditions.

Soils are classified into one of four hydrologic soil groups based on their minimum infiltration rate, with Type A soils having the highest infiltration capabilities. Soil groups on this site, based on the geotechnical on site bore holes and NRCS soil survey, are between a soil group A and B. We assumed the soil types to consist of predominantly B soils on the site to provide a more conservative runoff design.

Cover type considers whether the surface is bare soil, vegetated or impervious to some extent and hydrologic condition is usually estimated from density of plant and residue cover with "fair" to "good" conditions having lower runoff potential. Cover on the project consists mainly of sage and herbaceous weeds, grasses and wetlands vegetation at lower portions of the property. This site was considered to have "good" existing surface conditions.

For the most part developing the area increased the Curve Number increasing the runoff. The area that has the bio-retention had a lower Curve Number for that footprint within the basin, but the overall composite Curve Number for each basin increased after development.

Runoff Curve Numbers for the site were based off of EPA SWMM model appendix table and from Richard McCuen Hydrologic Analysis and Design second edition. All specific Curve Numbers used can be seen in the basin calculation report print outs in Appendix C.

Snowmelt

Procedures outlined in the USGS water supply paper #1683, "Magnitude and Frequency of Floods in the U.S., Colorado River Basin", were used to compile a Frequency vs Snowmelt Runoff table, which is shown below.

TABLE 2

FREQUENCY (years)	SNOWMELT RUNOFF (cfs/acre)
2	0.04
25	0.065
100	0.080

This table is used to determine the peak snowmelt runoff from basins over 8000 feet. The total runoff, including snowmelt was accounted for in drainage structure design where flooding could cause a safety hazard.

The snowmelt was analyzed for all the basins, and the results were insignificant with respect to storm flows.

### 3.0 Results

The results of the drainage analysis are summarized below in Tables 3 and 4. Additional information can be found in the Appendix C of this report. The flow peaks represent runoff generated within the basin only at the downstream areas of interest. See the basin Delineation map for locations of the Points of Concentration.

Table 3

Slate River Pre-Development Drainage Basins					
Point of Concentration	Area (Acres)	Time of Concentration (min)	Storm Peak 2 year (CFS)	Storm Peak 25 year (CFS)	Storm Peak 100 year (CFS)
West 1	7.96	46.3	0.05	1.1	3
West 2	2.32	28.1	0.01	0.25	0.9
East 1	2.25	17.9	0.004	0.26	1.1
East 2	14.78	42.2	0.024	1.04	3.86
East 3	2.72	30.6	0.004	0.22	0.86
East 4	2.1	22.5	0.003	0.21	0.86

Table 4

Slate River Post-Development Drainage Basins								
Point of Concentration	Area (Acres)	Time of Concentration (min)	Storm Peak 2 year (CFS)	Storm Peak 25 year (CFS)	Storm Peak 100 year (CFS)	Time of Concentration After Bio Retention Added (min)	Storm Peak 25 year After Bio Retention Added (CFS)	Area of Bio Retention Added (SF)
West 1	7.47	42.5	0.08	1.4	3.6	69.5	1	1,559
West 2	2.27	15.1	0.14	1.3	2.8	20.1	1.1	192
East 1	2.62	23.3	0.03	0.77	1.96	85.4	0.3	2,688
East 2	14.38	51.4	0.11	2.05	5.4	156	1.01	6,728
East 3	2.75	46.2	0.05	0.63	1.46	107.3	0.35	2,196
East 4	2.1	43.9	0.015	0.33	0.87	127	0.17	966

There are a few areas where 25-year storm runoff is still slightly greater than historic, but others where it is less. The net effect is negligible as it enters the Slate River.

#### 3.1 Drainage Elements

Drainage ditches, swales, inlets, culvert pipes and bio-retention were used on this project to handle the storm water runoff. All elements were designed to handle the 100-year storm and snowmelt events where there was significant damage or inconvenience potential. The drainage elements required are 18" to 24" culverts for road crossings. 6' wide and 8' wide bio-retention swales were used to convey the stormwater on the east side of the development. Typical Type M curb inlets were used on the west side development.

Storm runoff will be routed in ditches that are vegetated, stabilized and have limited slopes to inhibit erosion and sediment pollution downstream. The ditches will be revegetated grass with temporary (biodegradable) erosion blanket and erosion logs.

The primary Pyramid Avenue bridge has more than 7' of freeboard over the Slate River 100-year flood elevation. The open channel wetlands crossing will have a natural channel with a width of more than 18 feet wide and 2 feet of depth. This wetlands crossing can convey 37 CFS, well more than will ever be seen at that location. Below is a table that summarizes the flow capacity of each drainage features.

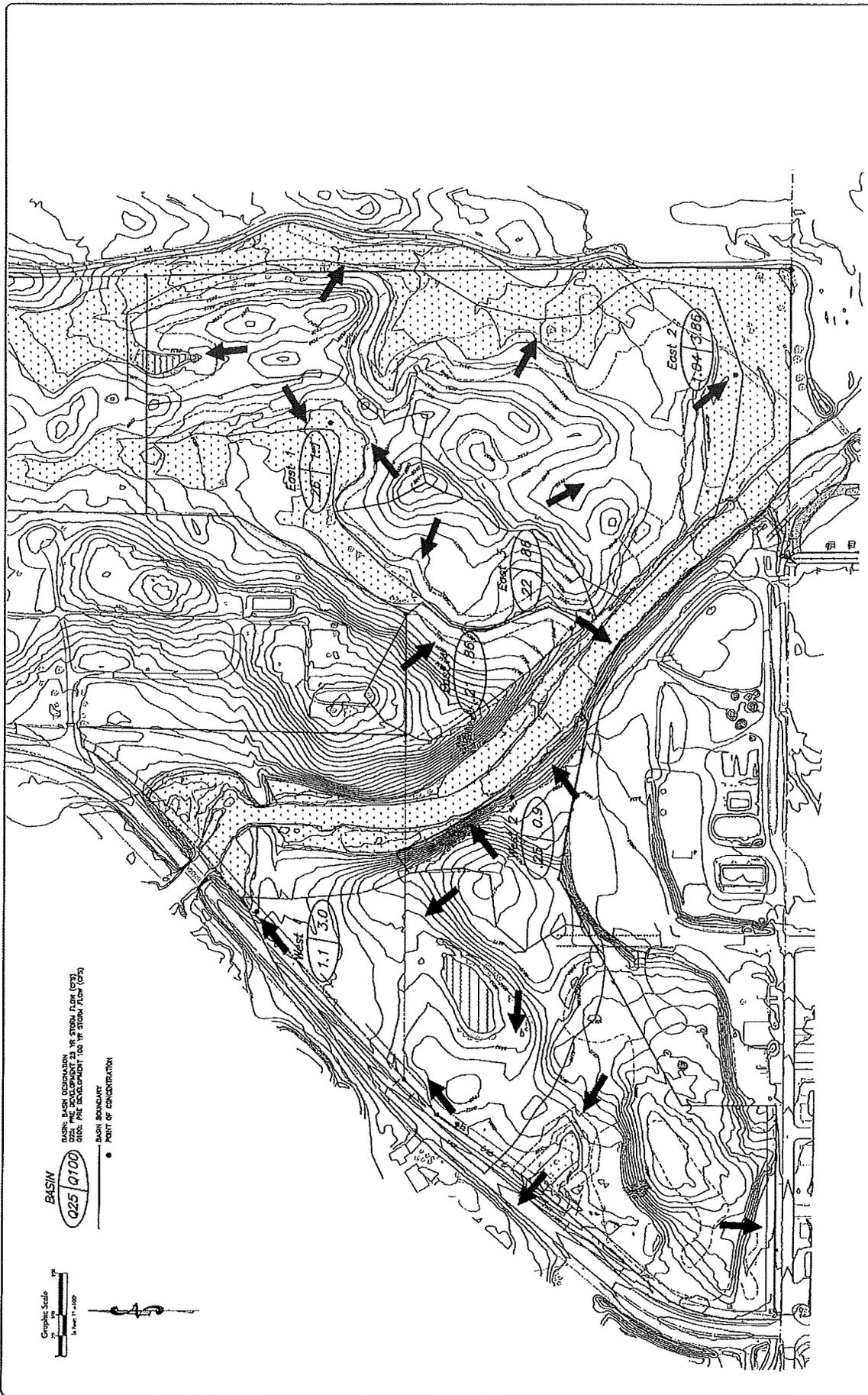
Table 5

Flow Capacity of Drainage Features	
Drainage Feature	Flow Capacity (CFS)
Curb Inlet	3
18" HDPE Pipe	8.6
24" HDPE Pipe	18.5
6' Bio-Swale	4.3
8' Bio-Swale	12.5
Wetlands Crossing	37.2

# Appendix A

## Basin Delineation Maps

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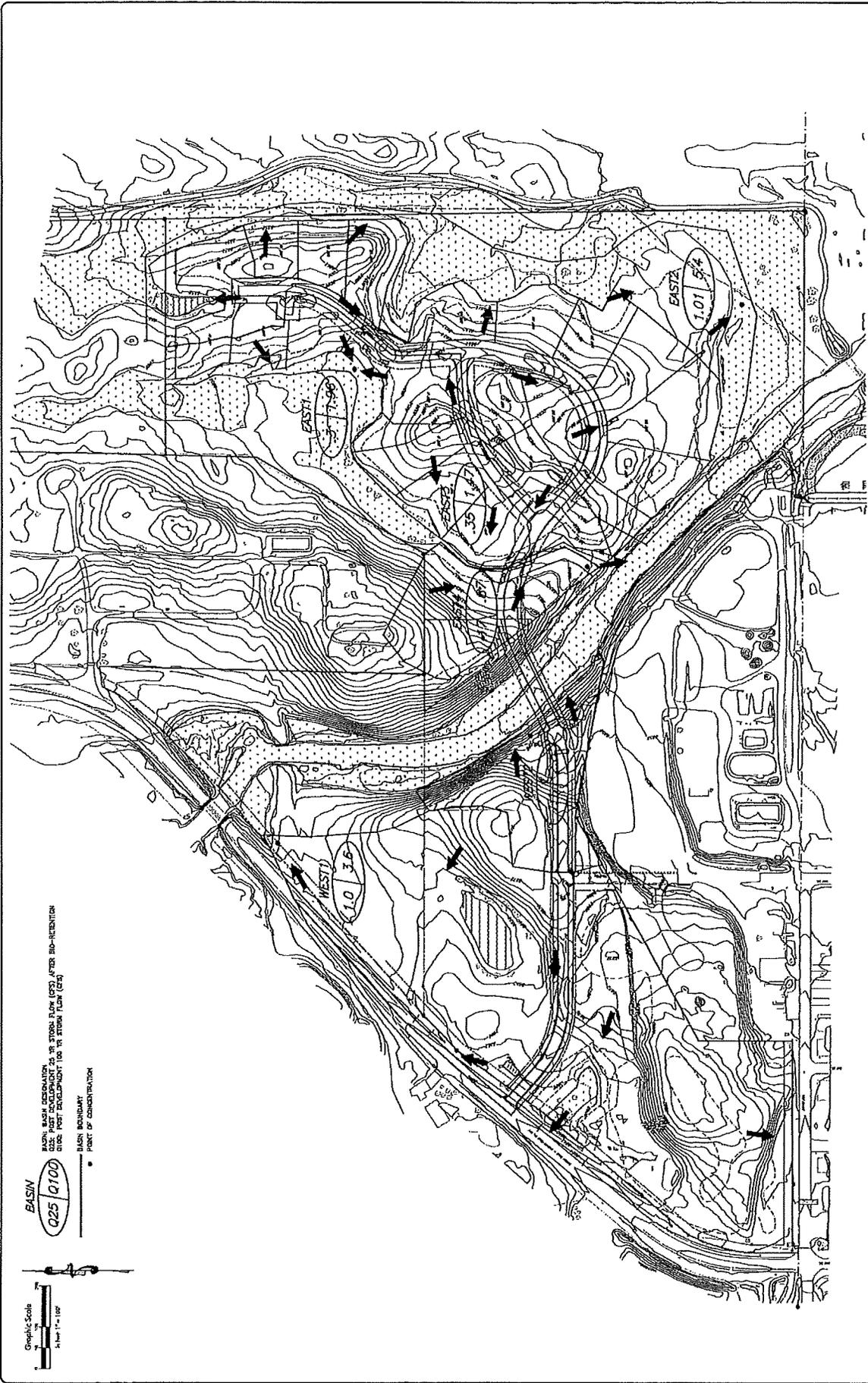


**BASIN**  
 0.25 | 0.100  
 BASIN BOUNDARY  
 POINT OF CONCENTRATION

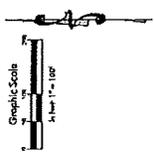


<b>SGM</b> 100 W. Tequesta Ave. Suite A Greenwood, CO 81230 970.641.5355 www.sgm-inc.com		Slate River Development Preliminary Plan for Major Impact Project		Pre Development Drainage Basins		1 of 2
Job No. 2015.021.002	Drawn By JFL	Date 7/23/2017	Revision 1	Date 7/23/2017	By JFL	1 of 2

Preliminary  
 Not For  
 Construction



**BASIN**  
 0.25 0.100  
 BASIN BOUNDARY  
 POINT OF CONCENTRATION  
 BASIN BOUNDARY  
 POINT OF CONCENTRATION  
 BASIN BOUNDARY  
 POINT OF CONCENTRATION



Preliminary  
 Not For  
 Construction



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 Colorado, CO 81230  
 970.241.5235 www.sgminc.com

Slate River Development  
 Preliminary Plan for Major Impact Project

Rev.	Date	By	Reason
1			

Post Development  
 Drainage Basins

Job No.	2015-021-002
Drawn by	DA
Date	2/23/2017
CC	11E
Sheet	2
Total	2

# Appendix B

## Drainage Reference Material



NOAA Atlas 14, Volume 8, Version 2  
 Location name: Crested Butte, Colorado, USA\*  
 Latitude: 38.8759°, Longitude: -106.9735°  
 Elevation: 8875.19 ft\*\*  
 \* source: ESRI Maps  
 \*\* source: USGS



**POINT PRECIPITATION FREQUENCY ESTIMATES**

Sanja Perica, Deborah Martin, Sandra Pavlovic, Ishani Roy, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Michael Yekta, Geoffrey Bonnin

NOAA, National Weather Service, Silver Spring, Maryland

[PF tabular](#) | [PF graphical](#) | [Maps & aerials](#)

**PF tabular**

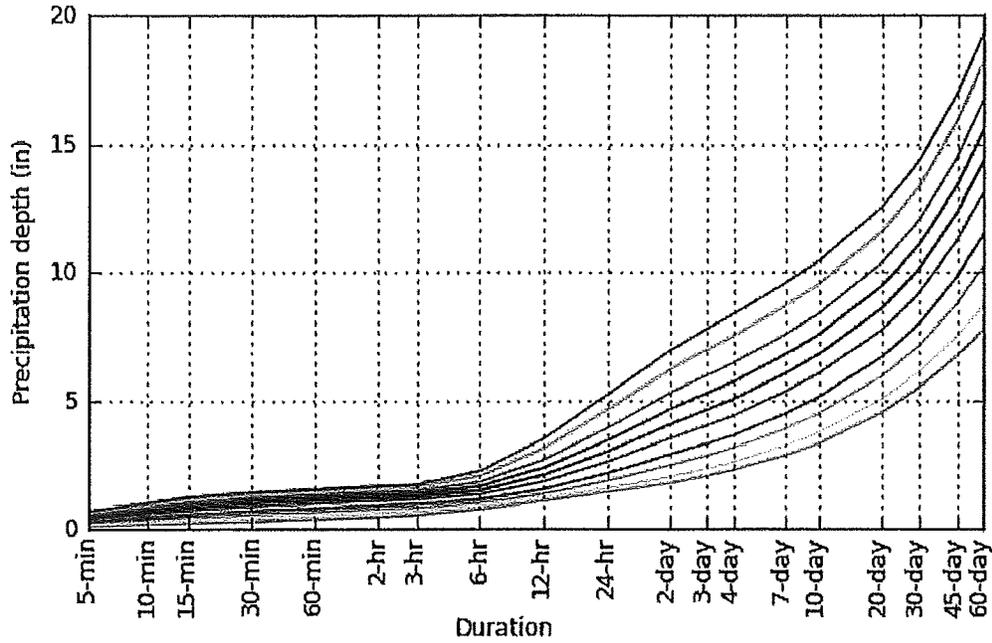
<b>PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)<sup>1</sup></b>										
Duration	Average recurrence Interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.132 (0.111-0.156)	0.181 (0.152-0.214)	0.258 (0.216-0.306)	0.320 (0.265-0.383)	0.402 (0.315-0.503)	0.463 (0.352-0.594)	0.522 (0.379-0.696)	0.579 (0.397-0.807)	0.651 (0.424-0.949)	0.70 (0.445-1.0)
10-min	0.193 (0.162-0.228)	0.265 (0.222-0.313)	0.378 (0.316-0.449)	0.469 (0.388-0.560)	0.589 (0.461-0.736)	0.678 (0.516-0.870)	0.764 (0.555-1.02)	0.848 (0.581-1.18)	0.953 (0.621-1.39)	1.03 (0.651-1.4)
15-min	0.236 (0.198-0.278)	0.323 (0.271-0.381)	0.461 (0.385-0.547)	0.572 (0.474-0.683)	0.719 (0.562-0.898)	0.827 (0.629-1.06)	0.932 (0.677-1.24)	1.03 (0.709-1.44)	1.16 (0.757-1.70)	1.23 (0.794-1.6)
30-min	0.292 (0.246-0.345)	0.404 (0.338-0.477)	0.577 (0.481-0.684)	0.712 (0.589-0.850)	0.885 (0.689-1.10)	1.01 (0.764-1.29)	1.12 (0.813-1.49)	1.23 (0.842-1.71)	1.36 (0.883-1.97)	1.44 (0.914-2.0)
60-min	0.374 (0.314-0.441)	0.491 (0.412-0.580)	0.672 (0.561-0.797)	0.813 (0.673-0.971)	0.993 (0.774-1.23)	1.12 (0.850-1.43)	1.24 (0.898-1.64)	1.35 (0.923-1.87)	1.48 (0.961-2.15)	1.57 (0.990-2.1)
2-hr	0.456 (0.386-0.533)	0.578 (0.489-0.677)	0.768 (0.646-0.903)	0.914 (0.764-1.08)	1.10 (0.867-1.35)	1.23 (0.945-1.56)	1.35 (0.991-1.78)	1.47 (1.01-2.02)	1.60 (1.05-2.30)	1.69 (1.08-2.3)
3-hr	0.549 (0.467-0.639)	0.659 (0.560-0.768)	0.831 (0.703-0.973)	0.967 (0.811-1.14)	1.14 (0.908-1.40)	1.27 (0.981-1.60)	1.39 (1.03-1.82)	1.50 (1.05-2.06)	1.64 (1.09-2.36)	1.74 (1.12-2.4)
6-hr	0.776 (0.666-0.895)	0.869 (0.745-1.00)	1.03 (0.876-1.19)	1.16 (0.984-1.36)	1.36 (1.10-1.67)	1.51 (1.19-1.91)	1.67 (1.26-2.20)	1.84 (1.31-2.53)	2.07 (1.40-2.98)	2.21 (1.46-3.0)
12-hr	1.09 (0.946-1.25)	1.19 (1.03-1.36)	1.38 (1.18-1.58)	1.56 (1.33-1.80)	1.84 (1.53-2.29)	2.09 (1.67-2.66)	2.37 (1.81-3.13)	2.68 (1.93-3.69)	3.13 (2.14-4.50)	3.50 (2.30-5.0)
24-hr	1.44 (1.26-1.63)	1.59 (1.39-1.80)	1.88 (1.63-2.14)	2.16 (1.86-2.48)	2.60 (2.18-3.22)	3.00 (2.42-3.78)	3.43 (2.64-4.50)	3.92 (2.85-5.36)	4.62 (3.20-6.60)	5.21 (3.46-7.0)
2-day	1.79 (1.58-2.02)	2.04 (1.79-2.30)	2.48 (2.18-2.81)	2.90 (2.52-3.31)	3.53 (2.97-4.31)	4.07 (3.31-5.07)	4.66 (3.61-6.03)	5.29 (3.89-7.16)	6.21 (4.33-8.75)	6.91 (4.66-9.0)
3-day	2.07 (1.83-2.32)	2.35 (2.08-2.63)	2.85 (2.52-3.22)	3.32 (2.90-3.77)	4.03 (3.40-4.89)	4.63 (3.78-5.73)	5.28 (4.12-6.80)	5.98 (4.42-8.04)	6.99 (4.90-9.80)	7.81 (5.27-10.0)
4-day	2.30 (2.05-2.57)	2.61 (2.32-2.91)	3.15 (2.79-3.54)	3.65 (3.21-4.13)	4.41 (3.73-5.32)	5.04 (4.13-6.21)	5.73 (4.48-7.34)	6.47 (4.79-8.65)	7.52 (5.30-10.5)	8.38 (5.68-11.0)
7-day	2.86 (2.56-3.16)	3.23 (2.89-3.59)	3.89 (3.47-4.34)	4.47 (3.96-5.02)	5.33 (4.54-6.35)	6.03 (4.98-7.35)	6.78 (5.34-8.59)	7.57 (5.65-10.0)	8.68 (6.16-12.0)	9.57 (6.55-13.0)
10-day	3.31 (2.98-3.65)	3.74 (3.36-4.13)	4.47 (4.00-4.96)	5.11 (4.54-5.71)	6.03 (5.15-7.13)	6.78 (5.62-8.20)	7.56 (5.99-9.52)	8.39 (6.29-11.0)	9.52 (6.79-13.1)	10.4 (7.17-14.0)
20-day	4.53 (4.12-4.96)	5.06 (4.59-5.54)	5.94 (5.37-6.53)	6.69 (6.00-7.41)	7.75 (6.67-9.04)	8.60 (7.18-10.3)	9.47 (7.56-11.8)	10.4 (7.85-13.5)	11.6 (8.35-15.7)	12.4 (8.73-16.0)
30-day	5.51 (5.04-6.00)	6.13 (5.60-6.68)	7.16 (6.50-7.83)	8.02 (7.23-8.84)	9.22 (7.97-10.7)	10.2 (8.53-12.0)	11.1 (8.92-13.7)	12.1 (9.19-15.6)	13.4 (9.70-18.0)	14.4 (10.1-19.0)
45-day	6.73 (6.19-7.29)	7.51 (6.89-8.14)	8.77 (8.01-9.55)	9.81 (8.90-10.8)	11.2 (9.74-12.9)	12.3 (10.4-14.5)	13.4 (10.8-16.4)	14.5 (11.1-18.5)	15.9 (11.6-21.2)	16.9 (11.9-22.0)
60-day	7.76 (7.16-8.37)	8.70 (8.02-9.40)	10.2 (9.37-11.1)	11.4 (10.4-12.5)	13.1 (11.4-14.9)	14.3 (12.1-16.7)	15.5 (12.5-18.8)	16.7 (12.8-21.2)	18.2 (13.3-24.1)	19.3 (13.6-25.0)

<sup>1</sup> Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

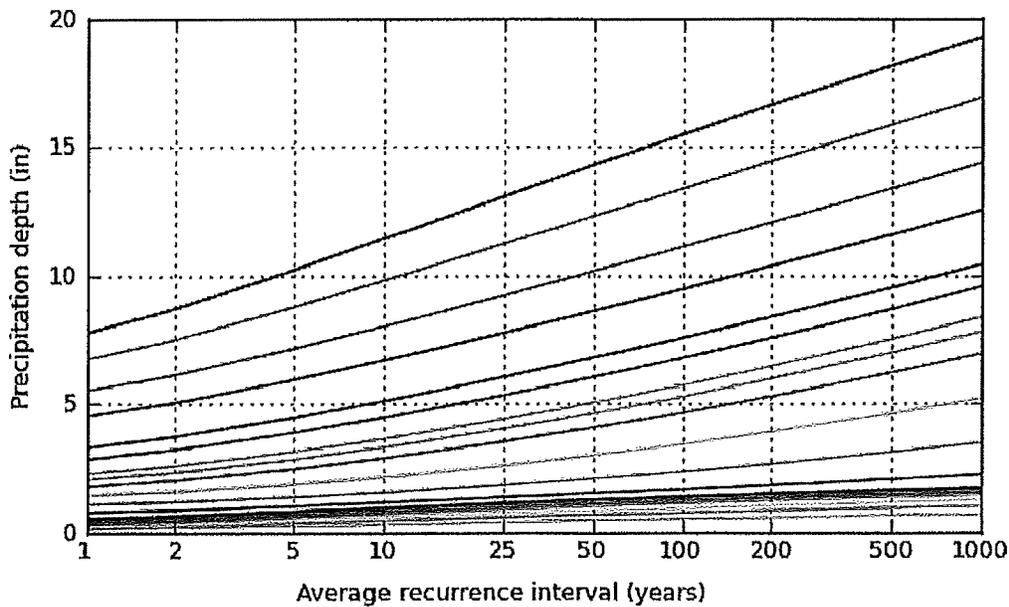
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### PF graphical

PDS-based depth-duration-frequency (DDF) curves  
 Latitude: 38.8759°, Longitude: -106.9735°



Average recurrence interval (years)
1
2
5
10
25
50
100
200
500
1000

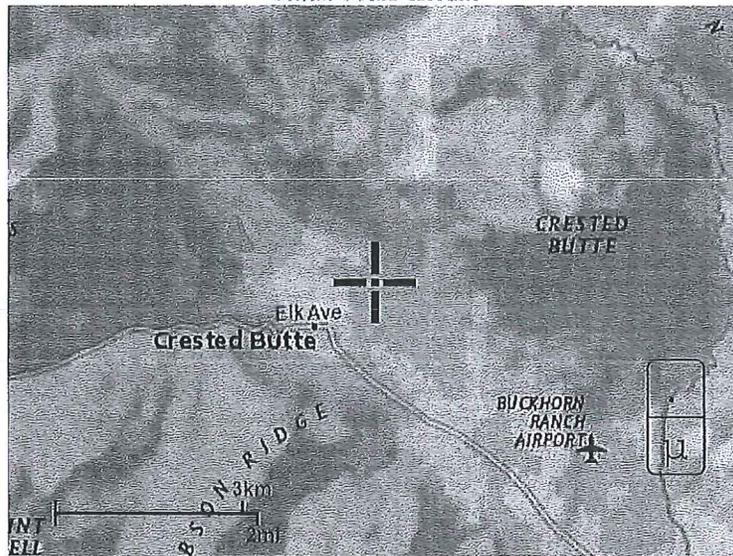


Duration
5-min
10-min
15-min
30-min
60-min
2-hr
3-hr
6-hr
12-hr
24-hr

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### Maps & aerals

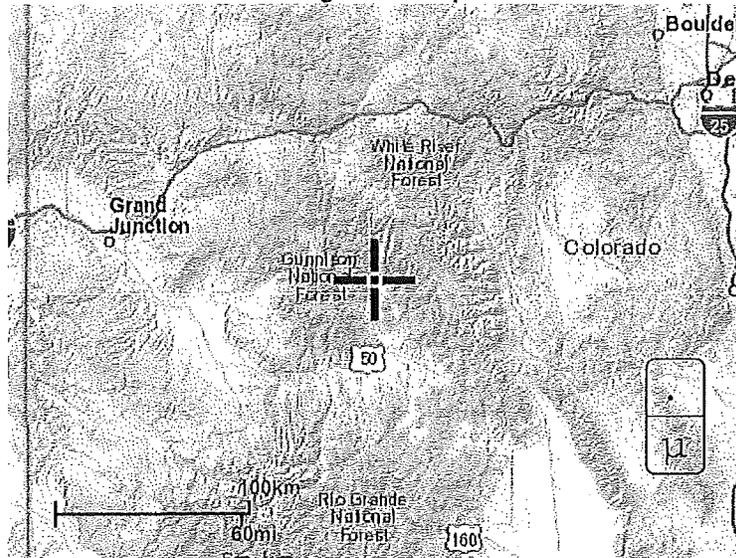
Small scale terrain



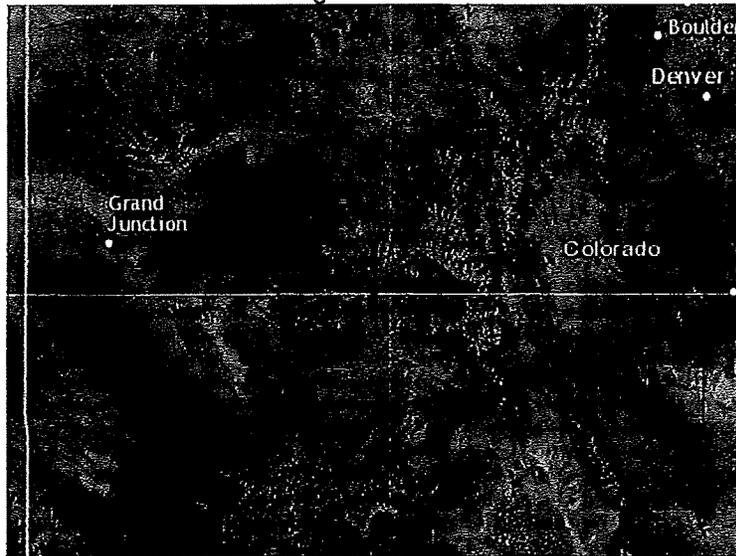
Large scale terrain



Large scale map



Large scale aerial



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[US Department of Commerce](#)  
[National Oceanic and Atmospheric Administration](#)  
[National Weather Service](#)  
[National Water Center](#)  
1325 East West Highway  
Silver Spring, MD 20910  
Questions?: [HDSC.Questions@noaa.gov](mailto:HDSC.Questions@noaa.gov)

[Disclaimer](#)

# Worksheet

## Worksheet for Trapezoidal Channel

---

Project Description	
Worksheet	Trapezoidal Channel
Flow Element	Trapezoidal Channel
Method	Manning's Formula
Solve For	Discharge

---

---

Input Data	
Mannings Coeffc	0.045
Channel Slope	0.05000 ft/ft
Depth	1.50 ft
Left Side Slope	4.00 H : V
Right Side Slope	4.00 H : V
Bottom Width	5.00 ft

---

---

Results	
Discharge	37.23 cfs
Flow Area	16.5 ft <sup>2</sup>
Wetted Perim	17.37 ft
Top Width	17.00 ft
Critical Depth	0.93 ft
Critical Slope	0.034856 ft/ft
Velocity	2.26 ft/s
Velocity Head	0.08 ft
Specific Energy	1.58 ft
Froude Number	0.40
Flow Type	Subcritical

---

# Worksheet

## Worksheet for Circular Channel

---

Project Description	
Worksheet	Circular Channel
Flow Element	Circular Channel
Method	Manning's Formu
Solve For	Discharge

---

---

Input Data	
Mannings Coeffic	0.012
Channel Slope	005000 ft/ft
Depth	1.80 ft
Diameter	24.0 in

---

---

Results	
Discharge	18.47 cfs
Flow Area	3.0 ft <sup>2</sup>
Wetted Perime	5.00 ft
Top Width	0.00 ft
Critical Depth	1.55 ft
Percent Full	90.0 %
Critical Slope	0.006369 ft/ft
Velocity	6.20 ft/s
Velocity Head	0.60 ft
Specific Energ;	2.40 ft
Froude Numbe	0.69
Maximum Disc	18.64 cfs
Discharge Full	17.33 cfs
Slope Full	0.005680 ft/ft
Flow Type	Subcritical

---

# Worksheet

## Worksheet for Circular Channel

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Project Description	
Worksheet	Circular Channel
Flow Element	Circular Channel
Method	Manning's Formu
Solve For	Discharge

---

---

Input Data	
Mannings Coefflc	0.012
Channel Slope	005000 ft/ft
Depth	1.40 ft
Diameter	18.0 in

---

---

Results	
Discharge	8.65 cfs
Flow Area	1.7 ft <sup>2</sup>
Wetted Perime	3.93 ft
Top Width	0.00 ft
Critical Depth	1.14 ft
Percent Full	93.3 %
Critical Slope	0.006759 ft/ft
Velocity	5.04 ft/s
Velocity Head	0.39 ft
Specific Energ	1.79 ft
Froude Numbe	0.59
Maximum Disc	8.66 cfs
Discharge Full	8.05 cfs
Slope Full	0.005784 ft/ft
Flow Type	Subcritical

---

# Worksheet

## Worksheet for Triangular Channel

---

Project Description	
Worksheet	Triangular Channel
Flow Element	Triangular Channel
Method	Manning's Formula
Solve For	Discharge

---

---

Input Data	
Manning's Coefficient	0.045
Channel Slope	0.05000 ft/ft
Depth	1.50 ft
Left Side Slope	3.00 H : V
Right Side Slope	3.00 H : V

---

---

Results	
Discharge	12.56 cfs
Flow Area	6.8 ft <sup>2</sup>
Wetted Perimeter	9.49 ft
Top Width	9.00 ft
Critical Depth	1.02 ft
Critical Slope	0.039618 ft/ft
Velocity	1.86 ft/s
Velocity Head	0.05 ft
Specific Energy	1.55 ft
Froude Number	0.38
Flow Type	Subcritical

---

# Worksheet

## Worksheet for Triangular Channel

---

Project Description	
Worksheet	Triangular Channe
Flow Element	Triangular Channe
Method	Manning's Formula
Solve For	Discharge

---

---

Input Data	
Mannings Coefflc	0.045
Channel Slope	005000 ft/ft
Depth	1.00 ft
Left Side Slope	3.00 H : V
Right Side Slope	3.00 H : V

---

---

Results	
Discharge	4.26 cfs
Flow Area	3.0 ft <sup>2</sup>
Wetted Perim	6.32 ft
Top Width	6.00 ft
Critical Depth	0.66 ft
Critical Slope	0.045806 ft/ft
Velocity	1.42 ft/s
Velocity Head	0.03 ft
Speciflc Enerç	1.03 ft
Froude Numb	0.35
Flow Type	Subcritical

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## **Attachments 11A-E**

**11A-Boater Access and Floating Agreement, TP6**

**11B-Wetland Deed Restriction, TP2**

**11C-Wetland/Open Space Deed Restriction, TP6**

**11D-Wetland Deed Restriction, TP7**

**11E-Protective Covenants, Applicant Retained Lands T1-T6**

**Agreements, Deed Restrictions and Protective Covenants.** The Town and Cypress are in the process of drafting and completing the above referenced documents that will be completed and included as part of the Slate River Final Major Subdivision application.

## **Attachment 12**

### **12-Traffic Analysis**

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## MEMORANDUM

**TO:** Cameron Aderhold, Cypress Foothills, LP

**CC:** Neal Starkebaum, Gunnison County  
Marlene Crosby, Gunnison County  
Tyler Harpel, SGM  
Dan Cokley, SGM

**FROM:** Lee Barger, SGM 

**DATE:** March 3, 2017

**RE:** Slate River Development Traffic Analysis

This traffic analysis was conducted for the proposed 44.5-acre Slate River residential development that is located outside the northeast corner of the town limits of Crested Butte, Colorado. The site is located in Gunnison County with access provided from Gothic Road (CR 317). The initial phase of development on the site will consist of single-family homes, accessory dwelling units (ADU's) and an improved recreational access to the Slate River, accessed via Gothic Road. This traffic analysis generally follows the requirements of Section 12-103 E of the Gunnison County Land Use Code to provide an overall assessment of Slate River's traffic impacts on the existing and future transportation system from the initial phase. This study also conforms to the requirements of a Level 2 traffic analysis for CDOT, which assesses new development that generates between 10 – 100 trips during the peak hour.

A buildout phase for potential site development west of the Slate River was also assessed in this analysis. However, due to the uncertainty of the nature and timing of this development west of the river, future study will be needed when the remaining development plans becomes certain to more accurately assess impacts from this future phase on the transportation system.

### **Project Study Area**

The initial phase is shown outlined (in blue) within the overall Slate River site in Figure 1.



**Figure 1 – Slate River Site Location**

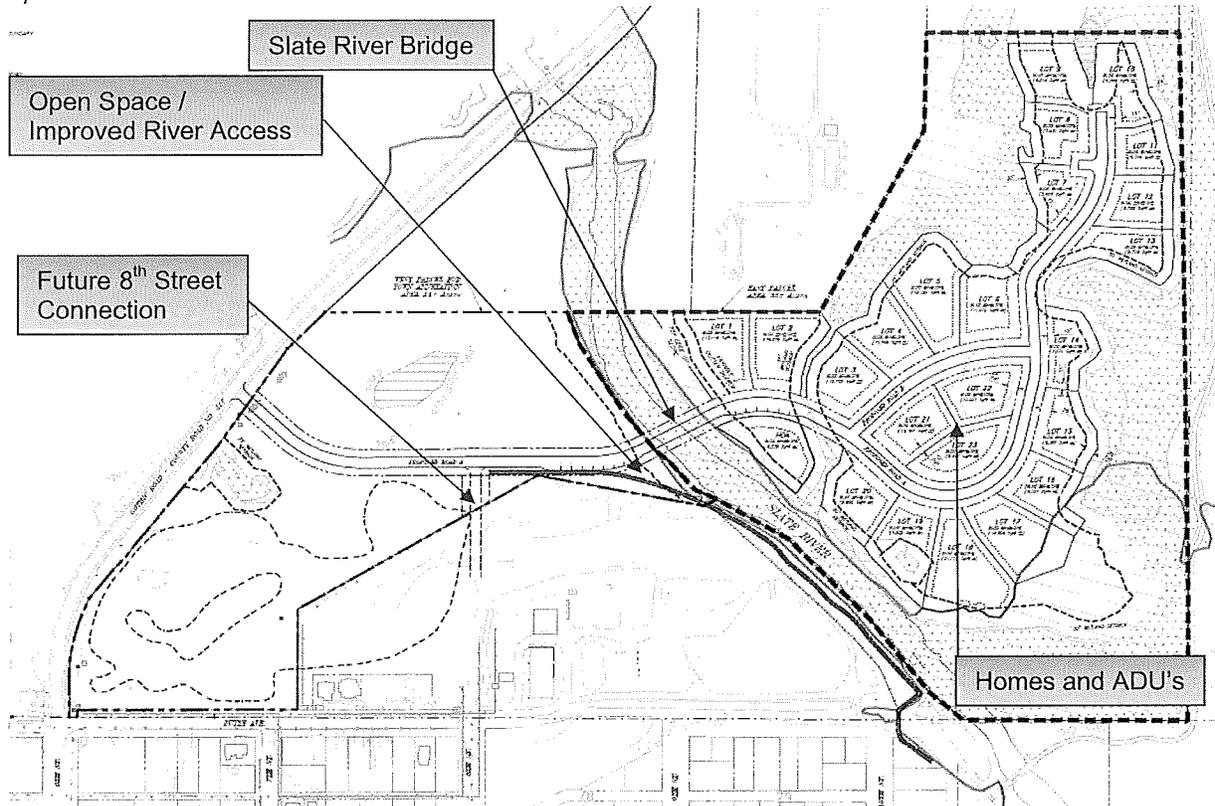
The location of the proposed access point to Gothic Road is shown on Figure 1. This driveway is currently aligned approximately 150' south of the residential driveway on the west side of Gothic Road. Another residential access exists about 515' south of the proposed driveway location, also west of Gothic Road. This new roadway, known as Pyramid Avenue, will be the primary access to Slate River. The development wishes to ultimately provide a future access to 8<sup>th</sup> Street, but for the purpose of this analysis, one access to the site will be evaluated. A second future access will simply disperse the peak hour traffic volumes to two access points, thereby reducing the future impacts at the Gothic Road intersection. The 8<sup>th</sup> Street connection would also create a more direct route for pedestrians, cyclists, and other modes to access the Town.

This traffic analysis does not include analysis of any peak hour intersection operations. Previous study by SGM in 2006 and most recently by Kimley-Horn in 2014 has shown that the Four-way stop at Elk/6<sup>th</sup> operates at acceptable levels of service (LOS C or better) during peak hours when using peak seasonal traffic volumes. The Crested Butte Transportation Plan (CBTP) also evaluates a roundabout improvement to this intersection that will serve forecasted traffic demand through the 20-year horizon. It is assumed that Slate River traffic demand from the initial phase, as well as at potential buildout, is included in the 2035 traffic forecasts developed by Kimley-Horn for the CBTP. These 2035 traffic forecasts are included for reference.

#### **Site Plan**

Figure 2 below shows the Slate River site plan which consists of 23 single-family lots located east of the Slate River. Each lot will allow a single Accessory Dwelling Unit. An improved river access is included in the plans to provide better parking and access to the river for the public's benefit. This analysis will

analyze the impact that 46 dwelling units and an enhanced river access will have on the local roadway system.



**Figure 2 – Slate River Site Plan**

Figure 2 also shows the location of the proposed 8<sup>th</sup> Street connection that would improve overall circulation and connectivity to the Town’s grid. The Crested Butte – Mt Crested Butte paved multi-use trail parallels the east property boundary of the site and could provide better future modal choices for residents if connections were provided (trail shown in Figure 1).

**Existing Traffic Conditions**

Traffic counts were collected by Kimley-Horn for the CBTP in summer 2014 (July and August), which is typically the time of year when peak seasonal traffic conditions occur. Winter seasonal volumes have historically been slightly lower than summer seasonal peaks. The 24-hour volume on Gothic Road adjacent to the site was approximately 9,500 during a three-day time period (Thursday – Saturday) in 2014. CDOT’s count station (#104575) located on 6<sup>th</sup> Street, north of Whiterock Avenue in Crested Butte recorded a volume of 7,000 vehicles per day in 2015. Attachment A1 shows the 2014 existing traffic counts from the CBTP.

**Future Background Traffic Conditions**

Based on CDOT’s 20-year growth rate of 1.26 published in their Online Traffic Information System (OTIS), the traffic on Gothic Road could grow to 12,000 by 2035, while traffic volumes on 6<sup>th</sup> Street could grow to 9,000 at the CDOT count station. The growth rate used in the CBTP is also 1.26. Gunnison County had recorded a volume of 6,600 vehicles per day in July/August of 2004 on Gothic Road. This represents growth of nearly 44% over the 10-year period from 2004 – 2014, or a 10-year factor of 1.44.

Attachment A2 shows the 2035 forecast traffic volumes from the CBTP. This analysis assumes that the traffic generated by Slate River is included in the 2035 volumes shown in the CBTP.

**Slate River Traffic Generation**

Slate River is proposing to build approximately 23 single-family lots and improve the river access to the Slate for recreational opportunities. For the purpose of this analysis, each proposed lot will contain a single-family home and an Accessory Dwelling Unit (ADU). Estimates of trips generated by the river access were based on the proposed number of parking spaces (8 spaces) provided in the sketch plan. Using ITE’s *Trip Generation (9<sup>th</sup> Edition, 2012)*, daily and peak hour trips generated by Slate River were estimated.

**Table 1  
Slate River Total Estimated Traffic Generation**

<i>Land Use Type</i>	<i>Units</i>	<i>Daily Trips</i>	<i>AM In</i>	<i>AM Out</i>	<i>PM In</i>	<i>PM Out</i>
Single-family Homes <sup>1</sup>	23	219	4	13	14	8
Accessory Dwelling Unit <sup>2</sup>	23	134	2	8	8	4
River Access <sup>3</sup>	1	60	-	-	6	6
<b>Total Traffic Generation</b>		<b>413</b>	<b>6</b>	<b>21</b>	<b>29</b>	<b>18</b>

1 – ITE Land Use Code #210 (Single-family Homes), trip rate based on number of units  
 2 – ITE Land Use Code #230, (Condominium/Townhome) trip rate based on number of units

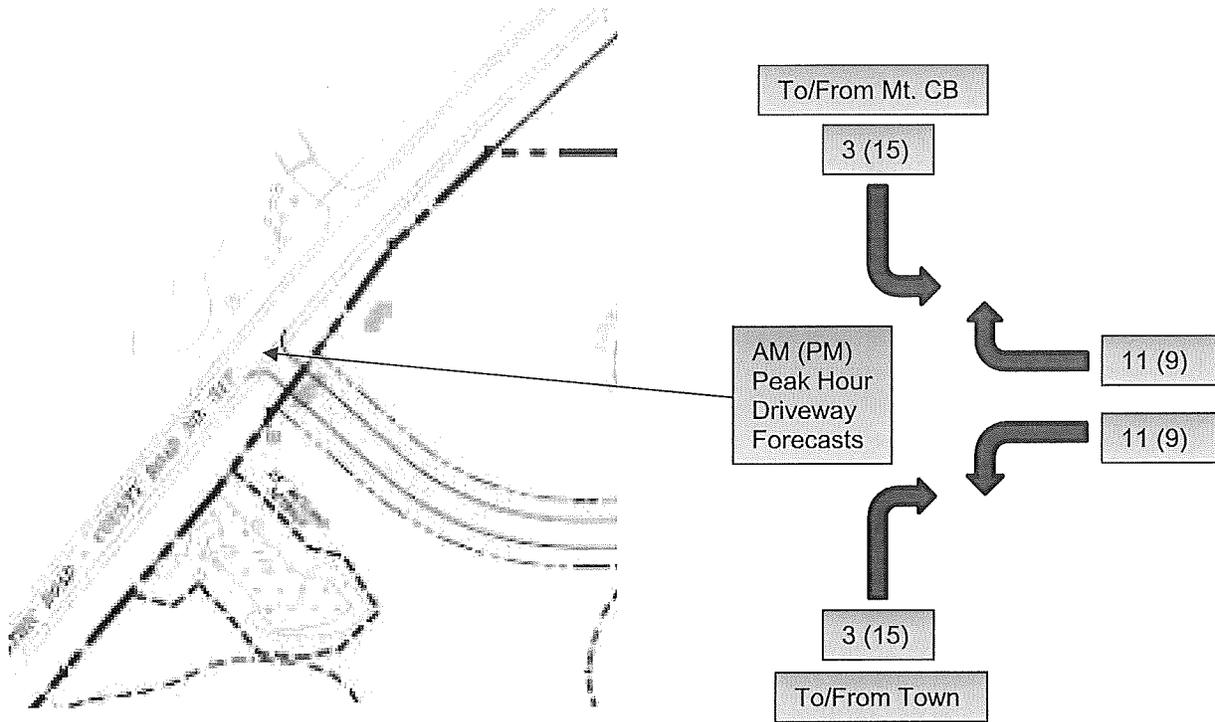
Based on the nationally accepted ITE rates for single-family homes and condominium/townhome units (to assess the traffic demand of the ADU’s), the site will generate approximately 413 trips on an average weekday, at full buildout and under full occupancy. Slate River will generate approximately 27 trips in the AM peak hour and 47 trips in the PM peak hour.

In order to provide the most conservative assessment of site traffic impacts, these estimates do not include any traffic reductions to account for pedestrian and bike trips. Based on the proximity of Slate River to the Town of Crested Butte (0.5 mile to 6<sup>th</sup> and Butte) and considering the bike- and hike-centric culture of Crested Butte, it is likely that some percentage of peak hour trips made by future residents of Slate River would occur in non-motorized modes. With the 8<sup>th</sup> Street connection in place and/or connections to the CB-Mt CB multi-use trail, Slate River will likely generate less peak hour vehicular trips than the totals stated in Table 1 upon buildout of the initial phase.

**Slate River Traffic Distribution and Assignment**

The distribution of traffic generated by Slate River oriented toward Town and toward Mt Crested Butte was based on the traffic counts found in the CBTP. Attachment A1 shows this distribution as calculated by summing the peak hour approach and exit volumes on the north side of the 6<sup>th</sup> Street and Elk Avenue intersection. This shows that the volumes entering the intersection from the north are comparable (within 20 vehicles) of the volumes leaving the intersection headed north during both peak hours. Therefore, this report assumes that Slate River site traffic is oriented equivalently (50%/50%) toward Town and Mt Crested Butte during both peak hours.

The figure below shows the assignment of peak hour traffic at Slate River’s access to Gothic Road at full-buildout, under full occupancy. Volumes are rounded up to be conservative.



**Figure 3 – Slate River Peak Hour Traffic Assignment**

Traffic generation, distribution, and assignment tables are included as attachment A3 to this report.

### Turn Lane Analysis

In the event that the local jurisdiction has not established guidance or standards for determining the need for an auxiliary turn lane, the State of Colorado’s State Highway Access Code (*SHAC*) provides the criteria for right and left turn deceleration lane needs. SH 135, just south of 6<sup>th</sup> and Elk is classified as an NR-B state highway, so that is what this portion of Gothic Road was assumed to be classified as. The posted speed is The *SHAC*, Section 3.11 defines Non-Rural Arterial Roads (NR-B) as roadways that may include the following:

- Appropriate for use on non-rural highways that have the capacity for moderate travel speeds and relatively moderate volumes over medium to short travel distances providing for intercity, intracity and intercommunity travel needs.
- Typically assigned within developed portions of cities or towns where there is established roadside development, making a higher category unrealistic.
- Provides service to through movements, but allows more direct access to occur.

According to the *SHAC*, an auxiliary turn lane shall be installed on category NR-B roadways according to the criteria below:

- A left-turn lane with storage length, plus taper length, is required for any access with a projected peak hour left ingress-turning volume **greater than 25 vehicles per hour (vph)**. The taper length will be included within the deceleration length.

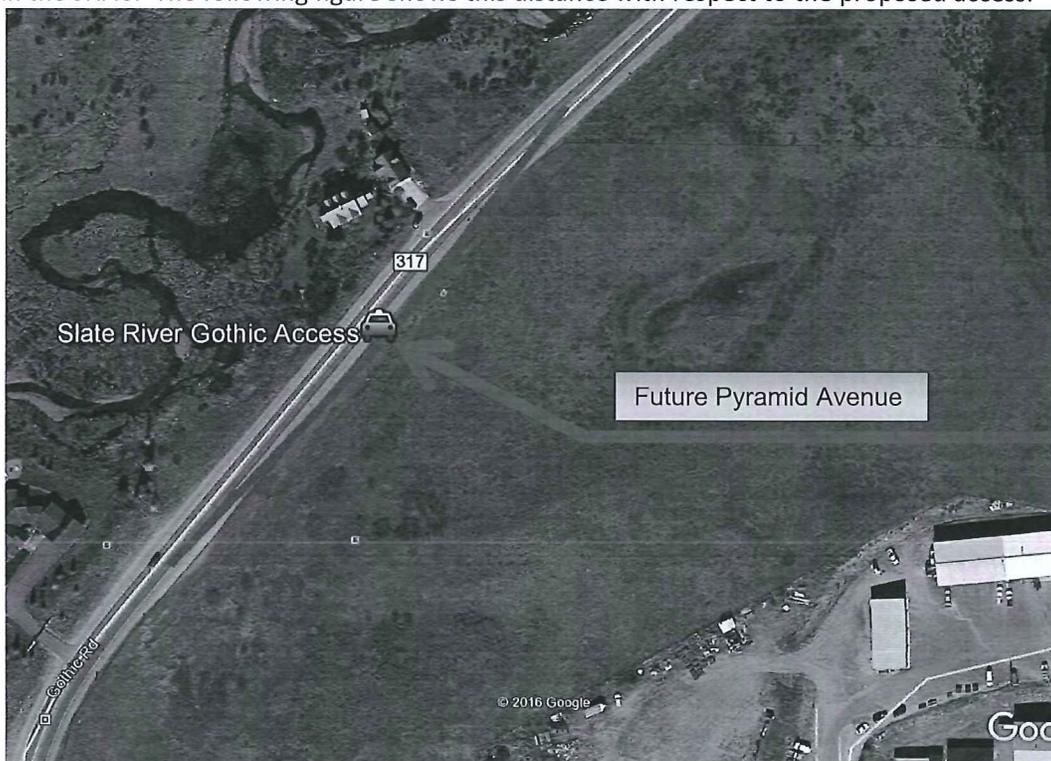
- A right-turn lane with storage length, plus taper length, is required for any access with a projected peak hour right ingress turning volume **greater than 50 vph**. The taper length will be included within the deceleration length.

Based on the volumes turning into the site access point shown in Figure 3 (3 vehicles in the AM and 15 vehicles in the PM from either direction), left and right turn deceleration lanes are not required by the SHAC during the peak hours for the access along Gothic Road.

If this portion of Gothic Road fell under the more restrictive Regional Highway (R-A) level of classification by CDOT, which SH 135 is classified as south of 7<sup>th</sup> Street and Red Lady Avenue, the threshold for a left turn lane is **greater than 10 vph** and the threshold for a right turn lane is **greater than 25 vph**. Under this higher classification, a left turn lane would be warranted based on the assumed 50% / 50% distribution along Gothic Road when 15 vehicles are estimated to turn into the site from Mt. Crested Butte in the PM peak hour. Given that the estimate is 5 vph over the threshold and is based on an assumed directional distribution of residential traffic, this requirement could be re-evaluated upon buildout of half of the site, if the County believes the higher classification should be applied.

#### Sight Distance at Gothic Road Access

The horizontal and vertical profiles along Gothic Road are generally straight and flat at the proposed driveway to Slate River. This will allow for open sight lines to exist that exceed 350', which is the minimum entering sight distance for passenger cars for a roadway with a posted speed of 35 mph, as set forth in the SHAC. The following figure shows this distance with respect to the proposed access.



**Figure 4 – Sight Distance at Slate River Access (Pyramid Avenue)**

The green lines (measuring 350' in either direction) demonstrate the open sight lines that will need to be established at the proposed access point at Pyramid Avenue. 350' is the minimum design distance



set by CDOT for passenger cars and pickup truck traffic entering Gothic Road from Slate River. There is about 600' of clear sight lines to the south before the horizontal curve north of 6<sup>th</sup> and Butte and about 800' of clear sight lines to the north along Gothic Road. The required entering sight distance for a Multi-unit truck (semi-trailer) is 595'. Although these vehicles are not likely to make frequent trips to Slate River, the access is located such that it allows for safe turning movements of even the largest vehicles back onto Gothic Road.

### **Alternative Modes**

The Slate River development has the opportunity to reduce vehicular traffic impacts on the Town's and County's roadway system by offering direct connections to the local trail system. The Crested Butte – Mt. Crested Butte Trail parallels the eastern boundary of Slate River and would create a suitable access route from the development to the Town's grid or to Mt. Crested Butte. Separated trail or pedestrian access to the river access should also be considered.

Without the future 8<sup>th</sup> Street connection in place or direct connections to the CB – Mt. CB Trail, pedestrian and bicycle traffic will be limited to using the proposed access road and the shoulder of Gothic Road to access the Town grid. The 8<sup>th</sup> Street connection or access to the CB – Mt. CB Trail would likely draw more commuters out of their vehicles because of the directness and protection that these routes would offer over the Gothic Road shoulder. Slate River is about 0.5 miles to the transit stops south of 6<sup>th</sup> and Butte via the Pyramid Avenue and Gothic Road, allowing for viable transit opportunities for residents.

### **Construction Traffic Impacts**

In general, the traffic impacts during the construction of the infrastructure to support Slate River will be less on a daily basis than the impacts of the site at buildout (Table 1). Construction impacts are often short-term and in this case, can generally be contained on site where no other development or public access needs exist. Construction traffic is often more spread out over the hours of the workday than typical commuter traffic, which also lessens the impact during peak hours when compared to site buildout traffic demand. Based on the seasonal peaking tendencies of traffic in Crested Butte, construction impacts to Gothic Road could be restricted at certain times to avoid the busy July and/or August traffic months.

### **Potential Future Development West of Slate River**

This analysis was conducted to assess the impacts of the initial development phase in Slate River, generally occurring east of the river. Three parcels within the Slate River site located west of the river and adjacent to Gothic Road and Butte Avenue are assumed to be developed during the "Town Annexation Phase" after the initial Slate River development is built out or mostly built out. The Pre-Annexation Agreement with the Town of Crested Butte allows for the following land uses to be developed west of the Slate River:

- 6 single-family parcels, with ADU's
- An Emergency Services Center, i.e. a fire station
- Public uses such as parks, libraries, schools, or essential government uses
- Affordable housing

Below is a concept site plan that would be allowable under the Pre-Annexation Agreement.





### **Conclusions and Recommendations**

At full buildout and under full-occupancy, the 23 residential lots in Slate River and the improved river access will generate approximately 413 trips on an average weekday. The site will generate approximately 27 trips in the AM peak hour and 47 trips in the PM peak hour. Access to the Crested Butte – Mt. Crested Butte Trail and/or to 8<sup>th</sup> Street would create better opportunities for commuters to walk or bike to work instead of driving their personal vehicles.

No turn lanes are warranted by the forecast traffic volumes at the site driveway on Gothic Road, based on the requirements set forth in the State of Colorado *State Highway Access Code*. Acceptable sight distance can be provided for vehicles accessing Gothic Road at the driveway as it is currently located.

The Town of Crested Butte’s planned roundabout at 6<sup>th</sup> Street and Elk Avenue (in the CBTP) will accommodate 20-year forecast traffic demand from Slate River and continued buildout of the Town and Mt. Crested Butte. No additional off-site roadway improvements are necessary to accommodate the expected traffic demand of the initial phase of Slate River development.

Further traffic analysis will be required when plans for the additional parcels west of the river are refined. The volume of traffic generation and distribution of traffic will vary depending on the intensity of development and the roadway and trail connections provided at the time of application. This analysis shows that the need for turn lanes would be likely at Gothic Road in both directions if Slate River buildout occurs and 8<sup>th</sup> Street is not connected to the Town’s grid.

### **Attachments (4)**

- **Traffic Volumes – Current Year (Kimley-Horn, CBTP)**
- **Traffic Volumes – Year 2035 (Kimley-Horn, CBTP)**
- **Trip Generation, Distribution, and Assignment Tables Initial Phase**
- **Trip Generation, Distribution, and Assignment Tables Buildout Phase**

# Traffic Volumes – Current Year

Peak Distribution  
at 4-Way (to/from  
north):  
AM: 50% / 50%  
PM: 50% / 50%

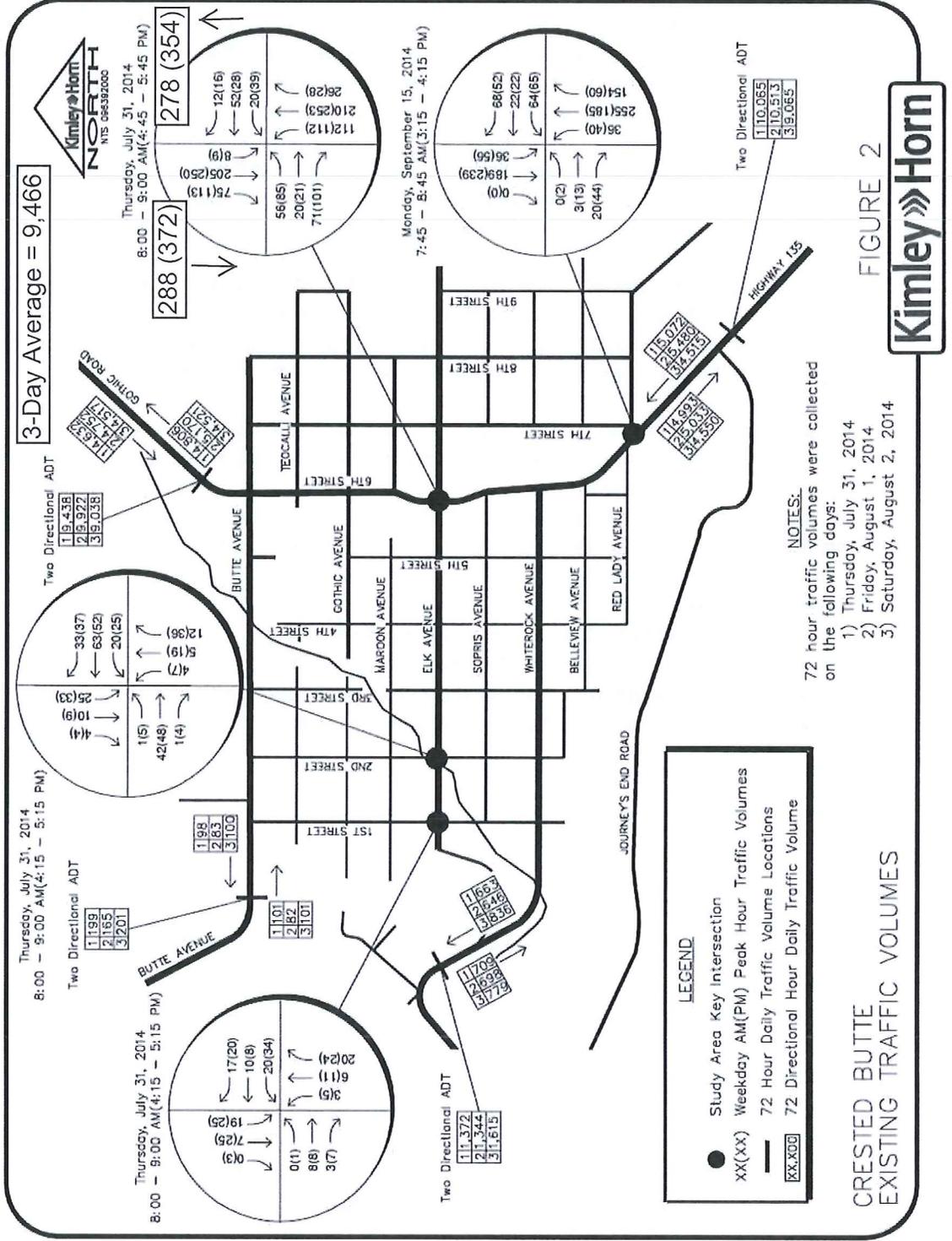


FIGURE 2





**TABLE A1 - TRIP GENERATION CALCULATIONS**

**Slate River Development**

Single Family Dwelling Units  
ADU

23 DU's  
23 DU's

ITE Code	Land Use	Number of Units	Average Weekday Rate	Peak Hour Rates			Average Weekday Traffic	Peak Hour Traffic			
				AM Entering	AM Exiting	PM Entering		AM IN	AM OUT	PM IN	PM OUT
210	Single Family Dwelling Units	23	9.52	0.19	0.56	0.63	219	4	13	14	9
230	ADU	23	5.81	0.07	0.37	0.35	134	2	9	8	4
	River Access	1	-	-	-	-	60	-	-	6	6
<b>AVERAGE TRIP RATES</b>							<b>413</b>	<b>6</b>	<b>21</b>	<b>29</b>	<b>18</b>
<b>TOTAL TRIPS:</b>							<b>413</b>	<b>6</b>	<b>21</b>	<b>29</b>	<b>18</b>
<b>PEAK TOTALS:</b>							<b>AM</b>	<b>27</b>	<b>PM</b>	<b>47</b>	

ITE Code 210 (9th Edition) - Single-Family Detached Homes, Units in # of dwelling units  
 ITE Code 230 (9th Edition) - Condo/Townhouse, Units in # of dwelling units

**TABLE A2 - TRIP DISTRIBUTION AND ASSIGNMENTS**

**Slate River Development**

AM Existing Distributions	PM Existing Distributions
Gothic Rd N. 50%	Gothic Rd 50%
Gothic Rd S. 50%	Gothic Rd 50%
<b>NO TRIP REDUCTIONS</b>	
<b>Site Traffic Assignments</b>	
<i>Traffic Leaving Slate River</i>	
To Mt CB	AM 11 PM 9
To Town	AM 11 PM 9
TOTAL:	AM 21 PM 18
<b>Use Average Trip Rate Totals</b>	
<i>Traffic Entering Slate River</i>	
From Mt CB	AM 3 PM 14
From Town	AM 3 PM 14
TOTAL:	AM 6 PM 29

**TABLE A3 - TRIP GENERATION CALCULATIONS**

**Slate River Development Master Plan**

Single Family Dwelling Units 29 DU's Assume Slate River + 6 Parcels  
 ADU 59 DU's Assume Slate River + 30 Units + 6 ADU's  
 Pre-School 4 ksf

ITE Code	Land Use	Number of Units	Average Weekday Rate	Peak Hour Rates				Average Weekday Traffic	Peak Hour Traffic			
				AM Entering	PM Entering	AM Exiting	PM Exiting		AM IN	AM OUT	PM IN	PM OUT
210	Single Family Dwelling Units	29	9.52	0.19	0.56	0.63	0.37	276	6	16	18	11
230	ADU	59	5.81	0.07	0.37	0.35	0.17	343	4	22	21	10
565	Pre-School	4	74.06	6.46	5.72	5.80	6.54	296	26	23	23	26
n/a	Fire Station	n/a						50	-	-	-	-
n/a	River Access	1	-	-	-	-	-	60	-	-	6	6
<b>AVERAGE TRIP RATES</b>								<b>1025</b>	<b>35</b>	<b>61</b>	<b>68</b>	<b>53</b>
<b>TOTAL TRIPS:</b>								<b>1025</b>	<b>35</b>	<b>61</b>	<b>68</b>	<b>53</b>
<b>PEAK TOTALS:</b>								<b>AM</b>	<b>96</b>	<b>PM</b>	<b>121</b>	

ITE Code 210 (9th Edition) - Single-Family Detached Homes, Units in # of dwelling units  
 ITE Code 230 (9th Edition) - Condo/Townhouse, Units in # of dwelling units  
 ITE Code 565 (9th Edition) - Day Care Center, Units in 1,000 square feet of space

**TABLE A4 - TRIP DISTRIBUTION AND ASSIGNMENTS**

**Slate River Development Master Plan**

AM Existing Distributions		PM Existing Distributions	
Gothic Rd N.	50%	Gothic Rd	50%
Gothic Rd S.	50%	Gothic Rd	50%
<b>NO TRIP REDUCTIONS</b>			
<b>Site Traffic Assignments</b>			
<b>Traffic Leaving Slate River</b>		<b>With Second Access</b>	
To Mt CB	30	AM	PM
To Town	30	SR Drive	15 13
TOTAL:	61	8th Street	15 13
			30 26
<b>Traffic Entering Slate River</b>		AM	PM
From Mt CB	18	SR Drive	9 17
From Town	18	8th Street	9 17
TOTAL:	35		18 34
<b>Use Average Trip Rate Totals</b>			

## Attachment 13

### 13-Water Plan Supply Report

## WATER SUPPLY PLAN

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# SLATE RIVER DEVELOPMENT GUNNISON COUNTY COMBINED PRELIMINARY AND FINAL PLAN APPLICATION

February 2017

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## WATER SUPPLY PLAN

# SLATE RIVER DEVELOPMENT GUNNISON COUNTY COMBINED PRELIMINARY AND FINAL PLAN APPLICATION

PREPARED BY

TYLER HARPEL P.E.



SGM Project # 2015-201.002

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**Overall Utility Plan**

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**IFC 2003 Appendix B**

### **Appendix C**

**FlowMaster Worksheets**

### **Appendix D**

**Town of Crested Butte 2016 Drinking Water Quality Report**

## 1.0 Introduction

This report builds on the previous water supply plan completed by Bikis Water Consultants, a division of SGM during the Sketch Plan Application for Major Impact Project of the Gunnison County, Colorado Land Use Resolution (Amended February 16, 2016) (LUR). This current water supply plan was created to be part of the overall combined Preliminary and Final Plan Application for Major Impact Project of the Slate River Development (Development) and fulfill the requirements of Section 7 301 (J) (12) and 7-401 (K) complying with the requirements of Section 12-105 Water Supply of the LUR.

During the Sketch Plan Application the water supply plan focused on obtaining a physical water supply through on site wells for a new central water system specifically for the development. Although this option was physically and legally possible it proposed several challenges from a water augmentation plan side as well as creating and maintaining a new central public water system. At several stages throughout the development process the applicant (Cypress Foothills, LP) initiated discussions with the adjacent Town of Crested Butte about connecting onto the Town's existing central water system. The applicant already had an agreement with the Town to connect onto the Town's existing central wastewater system. However at the time due to wording in the Town Code, staff did not think it was possible to connect to the Town's water supply, even though sufficient legal and physical water was available.

Throughout the late summer and fall the applicant was able to make progress with the Town on this front and eventually was able to come to an agreement pursuant to which the Town Code was amended to allow Cypress to connect to the Town's existing water system in exchange for water rights, double the user rate and 1 ½ times the tap fee in addition to other stipulations outlined in the signed Dec 7<sup>th</sup> 2016 Amendment to the Pre-Annexation Agreement with the Town, which is recorded in the real property records of Gunnison County at reception number 643828 (Amended Pre-Annexation Agreement).

Now the Development is to be served by a looped system that connects into the Towns existing system at two locations, 8<sup>th</sup> Street and 10<sup>th</sup> Street. The actual water lines and components will be owned and operated by the Town, an existing public water system (Public Water System ID: CO0126188) regulated by the Colorado Department of Public Health and the Environment. Therefore, the Development will be supplied by a safe, clean and steady water supply that has more than one million gallons of treated water storage operating off of gravity.

## 2.0 Project Location and Description

The Development consists of approximately 44.5 acres located immediately north of the Town of Crested Butte. It is within the Slate River watershed and the site consists of a mountain meadow with some wetlands and riparian areas. The Slate River bisects the property, Washington Gulch flows to the east of the property, and Coal Creek flows to the west of the property.

Adjacent land uses include Gothic Road and the Town Cemetery to the northwest, the Town of Crested Butte and its public works yard and wastewater treatment plant to the south and southwest, the Spann properties to the north, and Moon Ridge Ranch to the east. The Development is a proposed subdivision that will occur on the east side of the Slate River and will consist of up to 23 single-family homes with up to 23 accessory dwellings, together with an HOA lot. SGM estimated that there will be up to 1.32 acres of lawn and garden irrigation occurring within the Development and 0.46 acres of irrigation occurring at the HOA lot for a total irrigated area of 1.78 acres.

To connect in the Town of Crested Butte's existing water system, two points were evaluated so that the development could be served by a looped system allowing for temporary maintenance and repair service work to take place without causing service disruptions. The first location selected is at 8th Street near the Town's Public Works Yard, this would connect into the proposed Pyramid Road in the development and cross the Slate River at the location of the proposed bridge.

The second location was off of 10th Street and will parallel the sewer line crossing location of the Slate River (with the minimum required 10' of separation) to help limit the disturbance areas to the Slater River. See Appendix A for the overall utility plan.

### 3.0 Calculated Water Demands

The calculated water demands have had very minimal changes since the Sketch Plan water supply plan. The only notable change was to add in the HOA lot to have domestic use in addition to the irrigation demand at this location. To model this use we are conservatively calculating it as an additional single family home of 350 gallons per day (gpd).

#### 3.1 In-House Demands

Water demands for the proposed Development plan are summarized in Table 1. In-house potable use is projected for a full build-out population of 164.5 residents or 47 equivalent residential units (EQRs), assuming year-round occupancy for 23 lots each having a single-family, 5,000-square foot home along with 23 accessory units with up to two people per unit and an additional equivalent unit for the community lot. An EQR is defined as a house with 3.5 people using 100 gallons per person per day (gpd). It is assumed that each home and each accessory unit uses 350 gpd. The average daily demand for potable in-house water demands are estimated to be 16,450 gpd for in-house use which equates to 11.4 gallons per minute (gpm), 6.0 million gallons per year, or 18.4 acre-feet per year (AF/yr).

Using a factor of safety of three the maximum daily demand would be 49,350 gpd.

The majority of the water used in a day is not evenly spread out throughout the 24 hours of a day, but rather is split between 4 main hours in the day. Two peak hours in the am and two peak hours in the pm. Therefore, in sizing pipes it is important to know the peak hour demand. Using a peaking factor of 6 the peak hour demand is 68.5 gpm moving through the pipes at peak.

With the proposed 8" new water mains, that peak flow would create a velocity of only about .5 feet per second minimizing the amount of friction head loss in the pipe.

#### 3.2 Irrigation Demands

Irrigated area for each lot will be limited to 2,500 square feet; therefore, the 23 lots will have a combined irrigated area of 1.32 acres of lawn and gardens. Also, a 0.46-acre park at the HOA lot will be irrigated for a total irrigated area of 1.78 acres for the Development at full build-out. Irrigation demands are based on a State CU irrigation water requirement analysis for bluegrass at the Development. The Crested Butte climate station was used. Based on the State CU analysis, bluegrass at the Development requires 1.42 AF per acre per year. Assuming an irrigation efficiency for small household sprinklers of 80 percent and 1.78 acres of irrigated lawn and garden, the annual demand was calculated to be 3.2 AF (1.03 million gallons). This equates to a peak daily irrigation demand of 9,196 gallons per day in July and a maximum continuous flow of 6.4 gpm. After applying the peaking factor gives 38.3 gpm at peak flow.

The combined in-house and irrigation demand for the Development, therefore, is estimated to be 25,646 gpd in June and July. However if irrigation was happening at peak hour, the total combined peak hour flow would be 107 gpm.

The estimated maximum daily demand (calculated as three times average daily in-house demand plus average day peak month irrigation demand) equals 58,546 gpd.

These peak demands will be met by the Town's 1.1 million gallon water storage tank. Therefore on peak day in the summer this development would use about 5% of the storage tank capacity.

**Table 1: Combined Domestic and Irrigation Demands**

Estimated Average Daily Demand	25,646 gpd in Summer
Estimated Maximum Daily Demand	58,546 gpd in Max Day in Summer
Estimated Peak Hour Demand	107 gpm at peak hour on max irrigation day

### 3.3 Town Capacity to Meet Demands

The Town of Crested Butte has the following current water system capacities:

- 6 cubic feet per second (cfs) domestic water rights (they have additional irrigation water rights); that is equal to 3.88 million gallons per day of water
- Raw water storage capacity up stream of the treatment plant of 10 million gallons
- Water treatment plant capacity of 1.25 million gallons per day
- Treated water storage capacity of 1.1 million gallons per day
- Peak month use in July of 19 million gallons per month, average day in July of 620,000 gallons per day
- Peak day use each summer is currently about 750,000 gallons per day or about 68% of the treated water storage

Therefore adding our calculated peak day use of the proposed development of 58,546 gallons per day the Town with the proposed development fully built out would be using approximately 74% of the treated water storage capacity at the peak day.

### 3.4 Fire Flow Requirements

Per the comment letter from the Crested Butte Fire Protection District dated May 11, 2016 that was provided to Gunnison County during the Sketch Plan Application Review the County has adopted the 2003 IFC including Appendix B which discusses the fire flow requirements. See Appendix B for the applicable 2003 IFC sections.

Section B105.1 One and Two Family Dwellings of the 2003 IFC Appendix B: *Fire flow and flow duration for dwellings having a fire-flow calculation area in excess of 3,600 square feet shall not be less than that specified in Table B105.1 with the exception that a reduction in required fire flow of 50 percent, as approved, is allowed when a building is provided with an approved automatic sprinkler system.*

The development can have single family dwellings up to 5,000 square feet.

Per Table B105.1 Type V structures (primarily wood structures) of 5,000 square feet require a 2,000 gpm flow for a duration of 2 hours. That is a total of 240,000 gallons of stored water.

The Town water storage tanks that will serve the development entirely via gravity and will connect through two access points in a looped system have a storage capacity of 1.1 million gallons providing more than adequate fire storage.

Per the following section of this report, 4.0 Hydraulic Analysis a minimum of 2,145 gpm is calculated at the farthest fire hydrant when residual pressure is dropped to 20 pounds per square inch (psi). Therefore, the fire flow requirement is met without needing the approval of the exception requiring the fire suppression sprinkler systems in each structure.

Seven new fire hydrants will be installed in throughout the development. Two on the west side of the river along Pyramid Avenue and five on the east side of the river along Pyramid Avenue (which includes hydrants at both intersections with Aperture Lane). No fire hydrant has more than 500 feet of road frontage separating it from another.

## 4.0 Hydraulic Analysis

The entire development will be constructed with new 8" ductile iron water lines conforming to AWWA C-151, thickness class 52. The ductile iron pipe shall be cement lined per AWWA C-104. The new water mains will connect into the Town of Crested Butte's existing system and connect onto existing 8" ductile iron pipe in two locations, 8<sup>th</sup> Street and 10<sup>th</sup> Street.

Per the Town of Crested Butte Water System Manager the two tie in locations to the existing water system have a standard operating pressure of between 115-120 psi and a calculated projected hydrant flow of 4500 gpm at a residual of 20 psi.

For hydraulic modeling on the proposed system SGM used the Bentley FlowMaster software using the Hazen-Williams formula. In order to model the worst case scenario we anticipated that only one of the two flow connections was open and active and we used a coefficient modeling aged cement lined ductile iron pipe.

Modeling the 1,720 linear feet of pipe from the 10<sup>th</sup> Street connection point at a residual of 20 psi, the farthest hydrant at the end of Pyramid Avenue would have 2,569 gpm available. Modeling the 2,145 linear feet of pipe from the 8<sup>th</sup> Street connection point at a residual of 20 psi, the farthest hydrant at the end of Pyramid Avenue would have 2,145 gpm flow available.

The standard operating or static pressure at the far end of line would be between 100 and 110 psi. See Appendix C for the FlowMaster worksheets.

## 5.0 Compliance With Colorado Drinking Water Standards

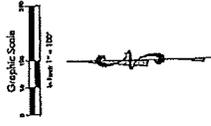
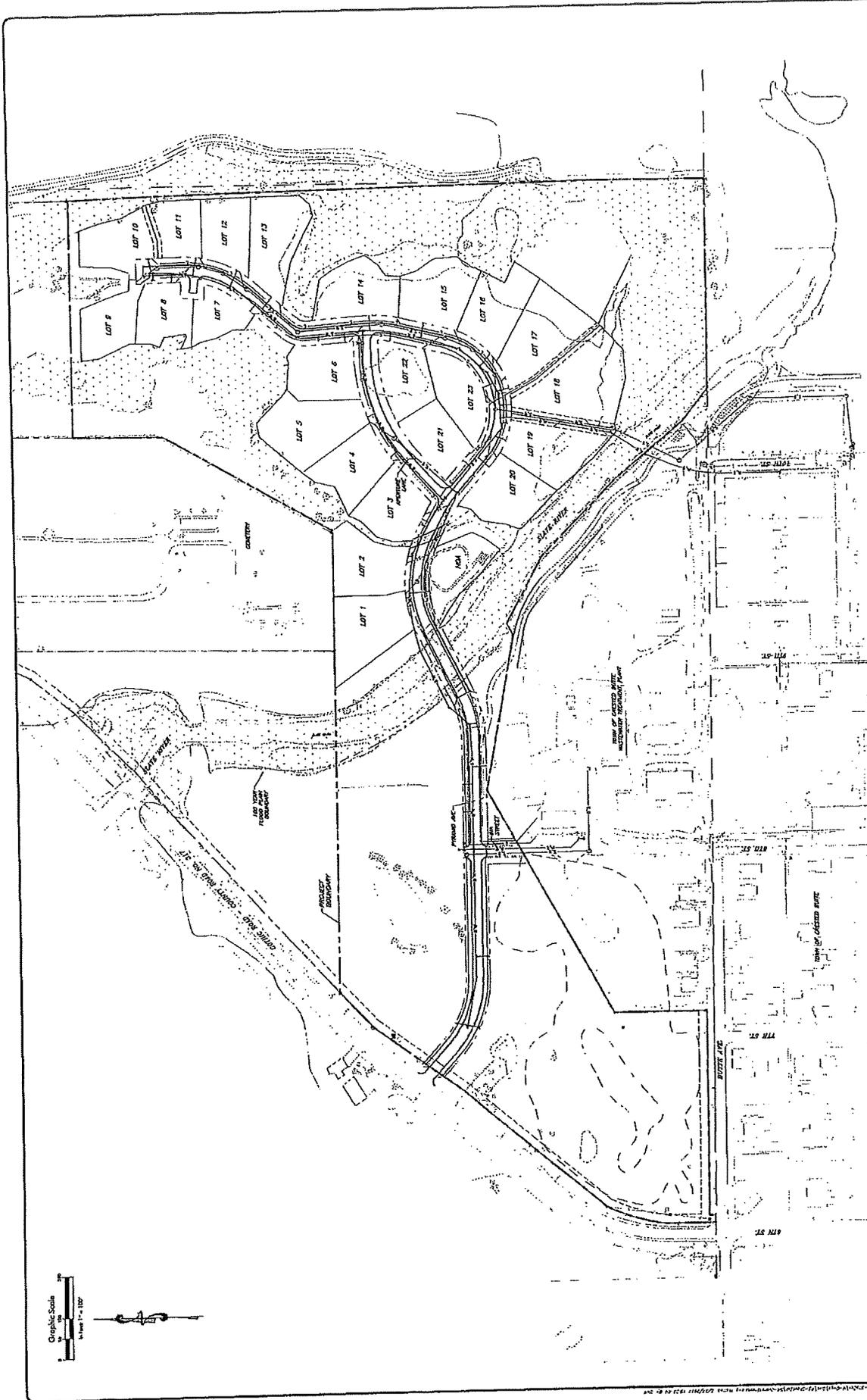
All proposed water lines, fixtures and hydrants will be owned and operated by the Town of Crested Butte and located in associated recorded easements. Each service connection in the development will be direct users with the Town of Crested Butte per the Amended Pre-Annexation Agreement.

The Town of Crested Butte is a State licensed Public Water System (public water system ID # CO126188) and must fully comply with all State of Colorado Public Health and the Environment's drinking water standards and regulations.

Appendix D is the most current posed Town of Crested Butte 2016 Water quality Report.

# Appendix A

## Overall Utility Plan



**SGM**  
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**Waterline Index Sheet**

#	Revision	Date	By

**Slate River Development**  
 Preliminary Plan for Major Impact Project

**Preliminary Not For Construction**

15 of 26

# Appendix B

2003 IFC Appendix B

## APPENDIX B

# FIRE-FLOW REQUIREMENTS FOR BUILDINGS

*The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.*

### SECTION B101 GENERAL

**B101.1 Scope.** The procedure for determining fire-flow requirements for buildings or portions of buildings hereafter constructed shall be in accordance with this appendix. This appendix does not apply to structures other than buildings.

### SECTION B102 DEFINITIONS

**B102.1 Definitions.** For the purpose of this appendix, certain terms are defined as follows:

**FIRE FLOW.** The flow rate of a water supply, measured at 20 pounds per square inch (psi) (138 kPa) residual pressure, that is available for fire fighting.

**FIRE-FLOW CALCULATION AREA.** The floor area, in square feet (m<sup>2</sup>), used to determine the required fire flow.

### SECTION B103 MODIFICATIONS

**B103.1 Decreases.** The fire chief is authorized to reduce the fire-flow requirements for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire-flow requirements is impractical.

**B103.2 Increases.** The fire chief is authorized to increase the fire-flow requirements where conditions indicate an unusual susceptibility to group fires or conflagrations. An increase shall not be more than twice that required for the building under consideration.

**B103.3 Areas without water supply systems.** For information regarding water supplies for fire-fighting purposes in rural and suburban areas in which adequate and reliable water supply systems do not exist, the fire code official is authorized to utilize NFPA 1142 or the *International Urban Wildland Interface Code*.

### SECTION B104 FIRE-FLOW CALCULATION AREA

**B104.1 General.** The fire-flow calculation area shall be the total floor area of all floor levels within the exterior walls, and under the horizontal projections of the roof of a building, except as modified in Section B104.3.

**B104.2 Area separation.** Portions of buildings which are separated by fire walls without openings, constructed in accordance with the *International Building Code*, are allowed to be considered as separate fire-flow calculation areas.

**B104.3 Type IA and Type IB construction.** The fire-flow calculation area of buildings constructed of Type IA and Type IB construction shall be the area of the three largest successive floors.

**Exception:** Fire-flow calculation area for open parking garages shall be determined by the area of the largest floor.

### SECTION B105 FIRE-FLOW REQUIREMENTS FOR BUILDINGS

**B105.1 One- and two-family dwellings.** The minimum fire-flow requirements for one- and two-family dwellings having a fire-flow calculation area which does not exceed 3,600 square feet (344.5 m<sup>2</sup>) shall be 1,000 gallons per minute (3785.4 L/min). Fire flow and flow duration for dwellings having a fire-flow calculation area in excess of 3,600 square feet (344.5 m<sup>2</sup>) shall not be less than that specified in Table B105.1.

**Exception:** A reduction in required fire flow of 50 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system.

**B105.2 Buildings other than one- and two-family dwellings.** The minimum fire flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table B105.1.

**Exception:** A reduction in required fire flow of up to 50 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 of the *International Fire Code*. Where buildings are also of Type I or II construction and are a light-hazard occupancy as defined by NFPA 13, the reduction may be up to 75 percent. The resulting fire flow shall not be less than 1,500 gallons per minute (5678 l/min) for the prescribed duration as specified in Table B 105.1.

### SECTION B106 REFERENCED STANDARDS

ICC	IBC	International Building Code	B104.2, Table B105.1
ICC	IFC	International Fire Code	B105.2
ICC	IUWIC	International Urban- Wildland Interface Code	B103.3
NFPA	1142	Standard on Water Supplies for Suburban and Rural Fire Fighting	B103.3

FIRE-FLOW REQUIREMENTS FOR BUILDINGS

TABLE B105.1  
MINIMUM REQUIRED FIRE FLOW AND FLOW DURATION FOR BUILDINGS<sup>a</sup>

FIRE-FLOW CALCULATION AREA (square feet)					FIRE FLOW (gallons per minute) <sup>c</sup>	FLOW DURATION (hours)
Type IA and IB <sup>b</sup>	Type IIA and IIIA <sup>b</sup>	Type IV and V-A <sup>b</sup>	Type IIB and IIIB <sup>b</sup>	Type V-B <sup>b</sup>		
0-22,700	0-12,700	0-8,200	0-5,900	0-3,600	1,500	2
22,701-30,200	12,701-17,000	8,201-10,900	5,901-7,900	3,601-4,800	1,750	
30,201-38,700	17,001-21,800	10,901-12,900	7,901-9,800	4,801-6,200	2,000	
38,701-48,300	21,801-24,200	12,901-17,400	9,801-12,600	6,201-7,700	2,250	
48,301-59,000	24,201-33,200	17,401-21,300	12,601-15,400	7,701-9,400	2,500	
59,001-70,900	33,201-39,700	21,301-25,500	15,401-18,400	9,401-11,300	2,750	
70,901-83,700	39,701-47,100	25,501-30,100	18,401-21,800	11,301-13,400	3,000	3
83,701-97,700	47,101-54,900	30,101-35,200	21,801-25,900	13,401-15,600	3,250	
97,701-112,700	54,901-63,400	35,201-40,600	25,901-29,300	15,601-18,000	3,500	
112,701-128,700	63,401-72,400	40,601-46,400	29,301-33,500	18,001-20,600	3,750	4
128,701-145,900	72,401-82,100	46,401-52,500	33,501-37,900	20,601-23,300	4,000	
145,901-164,200	82,101-92,400	52,501-59,100	37,901-42,700	23,301-26,300	4,250	
164,201-183,400	92,401-103,100	59,101-66,000	42,701-47,700	26,301-29,300	4,500	
183,401-203,700	103,101-114,600	66,001-73,300	47,701-53,000	29,301-32,600	4,750	
203,701-225,200	114,601-126,700	73,301-81,100	53,001-58,600	32,601-36,000	5,000	
225,201-247,700	126,701-139,400	81,101-89,200	58,601-65,400	36,001-39,600	5,250	
247,701-271,200	139,401-152,600	89,201-97,700	65,401-70,600	39,601-43,400	5,500	
271,201-295,900	152,601-166,500	97,701-106,500	70,601-77,000	43,401-47,400	5,750	
295,901-Greater	166,501-Greater	106,501-115,800	77,001-83,700	47,401-51,500	6,000	
—	—	115,801-125,500	83,701-90,600	51,501-55,700	6,250	
—	—	125,501-135,500	90,601-97,900	55,701-60,200	6,500	
—	—	135,501-145,800	97,901-106,800	60,201-64,800	6,750	
—	—	145,801-156,700	106,801-113,200	64,801-69,600	7,000	
—	—	156,701-167,900	113,201-121,300	69,601-74,600	7,250	
—	—	167,901-179,400	121,301-129,600	74,601-79,800	7,500	
—	—	179,401-191,400	129,601-138,300	79,801-85,100	7,750	
—	—	191,401-Greater	138,301-Greater	85,101-Greater	8,000	

For SI: 1 square foot = 0.0929 m<sup>2</sup>, 1 gallon per minute = 3.785 L/m, 1 pound per square inch = 6.895 kPa.

- a. The minimum required fire flow shall be allowed to be reduced by 25 percent for Group R.
- b. Types of construction are based on the *International Building Code*.
- c. Measured at 20 psi.

## APPENDIX C

# FIRE HYDRANT LOCATIONS AND DISTRIBUTION

*The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.*

### SECTION C101 GENERAL

**C101.1 Scope.** Fire hydrants shall be provided in accordance with this appendix for the protection of buildings, or portions of buildings, hereafter constructed.

### SECTION C102 LOCATION

**C102.1 Fire hydrant locations.** Fire hydrants shall be provided along required fire apparatus access roads and adjacent public streets.

### SECTION C103 NUMBER OF FIRE HYDRANTS

**C103.1 Fire hydrants available.** The minimum number of fire hydrants available to a building shall not be less than that listed in Table C105.1. The number of fire hydrants available to a complex or subdivision shall not be less than that determined by spacing requirements listed in Table C105.1 when applied to fire apparatus access roads and perimeter public streets from which fire operations could be conducted.

### SECTION C104

#### CONSIDERATION OF EXISTING FIRE HYDRANTS

**C104.1 Existing fire hydrants.** Existing fire hydrants on public streets are allowed to be considered as available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads.

### SECTION C105 DISTRIBUTION OF FIRE HYDRANTS

**C105.1 Hydrant spacing.** The average spacing between fire hydrants shall not exceed that listed in Table C105.1.

**Exception:** The fire chief is authorized to accept a deficiency of up to 10 percent where existing fire hydrants provide all or a portion of the required fire hydrant service.

Regardless of the average spacing, fire hydrants shall be located such that all points on streets and access roads adjacent to a building are within the distances listed in Table C105.1.

**TABLE C105.1  
NUMBER AND DISTRIBUTION OF FIRE HYDRANTS**

FIRE-FLOW REQUIREMENT (gpm)	MINIMUM NUMBER OF HYDRANTS	AVERAGE SPACING BETWEEN HYDRANTS <sup>a, b, c</sup> (feet)	MAXIMUM DISTANCE FROM ANY POINT ON STREET OR ROAD FRONTAGE TO A HYDRANT <sup>d</sup>
1,750 or less	1	500	250
2,000-2,250	2	450	225
2,500	3	450	225
3,000	3	400	225
3,500-4,000	4	350	210
4,500-5,000	5	300	180
5,500	6	300	180
6,000	6	250	150
6,500-7,000	7	250	150
7,500 or more	8 or more <sup>e</sup>	200	120

For SI: 1 foot = 304.8 mm, 1 gallon per minute = 3.785 L/m.

- a. Reduce by 100 feet for dead-end streets or roads.
- b. Where streets are provided with median dividers which can be crossed by fire fighters pulling hose lines, or where arterial streets are provided with four or more traffic lanes and have a traffic count of more than 30,000 vehicles per day, hydrant spacing shall average 500 feet on each side of the street and be arranged on an alternating basis up to a fire-flow requirement of 7,000 gallons per minute and 400 feet for higher fire-flow requirements.
- c. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet to provide for transportation hazards.
- d. Reduce by 50 feet for dead-end streets or roads.
- e. One hydrant for each 1,000 gallons per minute or fraction thereof.

# Appendix C

## FlowMaster Worksheets

# Worksheet

## Worksheet for Pressure Pipe

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Project Description	
Worksheet	Pressure Pipe - 1
Flow Element	Pressure Pipe
Method	Hazen-Williams Fo
Solve For	Discharge

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Input Data	
Pressure at	115.00 psi
Pressure at :	20.00 psi
Elevation at	50.00 ft
Elevation at	60.00 ft
Length	400.00 ft
C Coefficien	120.0
Diameter	8.0 in

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Results	
Discharge	4.78 cfs
Headloss	209.12 ft
Energy Grade at	318.17 ft
Energy Grade at	109.05 ft
Hydraulic Grade :	315.26 ft
Hydraulic Grade :	106.13 ft
Flow Area	0.3 ft <sup>2</sup>
Wetted Perimeter	2.09 ft
Velocity	13.70 ft/s
Velocity Head	2.91 ft
Friction Slope	0.087135 f/ft

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# Worksheet

## Worksheet for Pressure Pipe

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Project Description	
Worksheet	Pressure Pipe - 1
Flow Element	Pressure Pipe
Method	Hazen-Williams Fo
Solve For	Pressure at 2

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Input Data	
Pressure at 1	115.00 psi
Elevation at 1	50.00 ft
Elevation at 2	60.00 ft
Length	,400.00 ft
C Coefficient	120.0
Diameter	8.0 in
Discharge	0.20 cfs

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Results	
Pressure at 2	110.41 psi
Headloss	0.59 ft
Energy Grade at 1	315.26 ft
Energy Grade at 2	314.68 ft
Hydraulic Grade at 1	315.26 ft
Hydraulic Grade at 2	314.67 ft
Flow Area	0.3 ft <sup>2</sup>
Wetted Perimeter	2.09 ft
Velocity	0.57 ft/s
Velocity Head	0.01 ft
Friction Slope	000244 ft/ft

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# Worksheet

## Worksheet for Pressure Pipe

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Project Description	
Worksheet	Pressure Pipe - 1
Flow Element	Pressure Pipe
Method	Hazen-Williams Fo
Solve For	Pressure at 2

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---

Input Data	
Pressure at 1	115.00 psi
Elevation at 1	50.00 ft
Elevation at 2	60.00 ft
Length	,720.00 ft
C Coefficient	120.0
Diameter	8.0 in
Discharge	0.05 cfs

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Results	
Pressure at 2	110.65 psi
Headloss	0.03 ft
Energy Grade at 1	315.26 ft
Energy Grade at 2	315.22 ft
Hydraulic Grade at 1	315.26 ft
Hydraulic Grade at 2	315.22 ft
Flow Area	0.3 ft <sup>2</sup>
Wetted Perimeter	2.09 ft
Velocity	0.14 ft/s
Velocity Head	0.00 ft
Friction Slope	000019 ft/ft

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# Worksheet

## Worksheet for Pressure Pipe

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Project Description	
Worksheet	Pressure Pipe - 1
Flow Element	Pressure Pipe
Method	Hazen-Williams Fo
Solve For	Discharge

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---

Input Data	
Pressure at	115.00 psi
Pressure at :	20.00 psi
Elevation at	50.00 ft
Elevation at	60.00 ft
Length	,720.00 ft
C Coefficien	120.0
Diameter	8.0 in

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Results	
Discharge	5.72 cfs
Headloss	209.12 ft
Energy Grade at	319.43 ft
Energy Grade at	110.31 ft
Hydraulic Grade :	315.26 ft
Hydraulic Grade :	106.13 ft
Flow Area	0.3 ft <sup>2</sup>
Wetted Perimeter	2.09 ft
Velocity	16.39 ft/s
Velocity Head	4.18 ft
Friction Slope	121584 ft/ft

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## Appendix D

### Town of Crested Butte 2016 Drinking Water Quality Report

**Town of Crested Butte 2016 Drinking Water Quality Report  
for Calendar Year 2015**

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*Public Water System ID: CO0126188*

Esta es información importante. Si no la pueden leer, necesitan que alguien se la traduzca.

We are pleased to present to you this year's water quality report. Our constant goal is to provide you with a safe and dependable supply of drinking water. Please contact David Jelinek at 970-349-5338 with any questions about the Drinking Consumer Confidence Rule (CCR) or for public participation opportunities that may affect the water quality.

**General Information**

All drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline (1-800-426-4791) or by visiting <http://water.epa.gov/drink/contaminants>.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV-AIDS or other immune system disorders, some elderly, and infants can be particularly at risk of infections. These people should seek advice about drinking water from their health care providers. For more information about contaminants and potential health effects, or to receive a copy of the U.S. Environmental Protection Agency (EPA) and the U.S. Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and microbiological contaminants call the EPA Safe Drinking Water Hotline at (1-800-426-4791).

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

- **Microbial contaminants:** viruses and bacteria that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- **Inorganic contaminants:** salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- **Pesticides and herbicides:** may come from a variety of sources, such as agriculture, urban stormwater runoff, and residential uses.
- **Radioactive contaminants:** can be naturally occurring or be the result of oil and gas production and mining activities.
- **Organic chemical contaminants:** including synthetic and volatile organic chemicals, which are byproducts of industrial processes and petroleum production, and also may come from gas stations, urban storm water runoff, and septic systems.

In order to ensure that tap water is safe to drink, the Colorado Department of Public Health and Environment prescribes regulations limiting the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration regulations establish limits for contaminants in bottled water that must provide the same protection for public health.

**Lead in Drinking Water**

If present, elevated levels of lead can cause serious health problems (especially for pregnant women and young children). It is possible that lead levels at your home may be higher than other homes in the community as a result of materials used in your home's plumbing. If you are concerned about lead in your water, you may wish to have your water tested. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. Additional information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline (1-800-426-4791) or at <http://www.epa.gov/safewater/lead>.

**Source Water Assessment and Protection (SWAP)**

The Colorado Department of Public Health and Environment has provided us with a Source Water Assessment Report for our water supply. For general information or to obtain a copy of the report please visit <http://wgcdcompliance.com/ccr>. The report is located under "Source Water Assessment Reports", and then "Assessment Report by County". Select GUNNISON County and find 126188; CRESTED BUTTE TOWN OF or by contacting David Jelinek at 970-349-5338. The Source Water Assessment Report provides a screening-level evaluation of potential contamination that *could* occur. It *does not* mean that the contamination *has or will* occur. We can use this information to evaluate the need to improve our current water treatment capabilities and prepare for future contamination threats. This can help us ensure that quality finished water is delivered to your homes. In addition, the source water assessment results provide a starting point for developing a source water protection plan. Potential sources of contamination in our source water area are listed on the next page.

Please contact us to learn more about what you can do to help protect your drinking water sources, any questions about the Drinking Water Consumer Confidence Report, to learn more about our system, or to attend scheduled public meetings. We want you, our valued customers, to be informed about the services we provide and the quality water we deliver to you every day.

**Our Water Sources**

<u>Source</u>	<u>Source Type</u>	<u>Water Type</u>	<u>Potential Source(s) of Contamination</u>
UNNAMED RESERVOIR (GLAZER RESERVOIR)	Intake	Surface Water	Existing/Abandoned Mine Sites, Other Facilities, Forest, Septic Systems, Small Grains, Pasture/Hay, and Road Miles.
COAL CREEK	Intake	Surface Water	Existing/Abandoned Mine Sites, Other Facilities, Forest, Septic Systems, Small Grains, Pasture/Hay, and Road Miles.
WILDCAT CREEK	Intake	Surface Water	Existing/Abandoned Mine Sites, Other Facilities, Forest, Septic Systems, Small Grains, Pasture/Hay, and Road Miles.

**Terms and Abbreviations**

- **Maximum Contaminant Level (MCL)** – The highest level of a contaminant allowed in drinking water.

- **Treatment Technique (TT)** – A required process intended to reduce the level of a contaminant in drinking water.
- **Action Level (AL)** – The concentration of a contaminant which, if exceeded, triggers treatment and other regulatory requirements.
- **Maximum Residual Disinfectant Level (MRDL)** – The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- **Maximum Contaminant Level Goal (MCLG)** – The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- **Maximum Residual Disinfectant Level Goal (MRDLG)** – The level of a drinking water disinfectant, below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- **Violation (No Abbreviation)** – Failure to meet a Colorado Primary Drinking Water Regulation.
- **Formal Enforcement Action (No Abbreviation)** – Escalated action taken by the State (due to the risk to public health, or number or severity of violations) to bring a non-compliant water system back into compliance.
- **Variance and Exemptions (V/E)** – Department permission not to meet a MCL or treatment technique under certain conditions.
- **Gross Alpha (No Abbreviation)** – Gross alpha particle activity compliance value. It includes radium-226, but excludes radon 222, and uranium.
- **Picocuries per liter (pCi/L)** – Measure of the radioactivity in water.
- **Nephelometric Turbidity Unit (NTU)** – Measure of the clarity or cloudiness of water. Turbidity in excess of 5 NTU is just noticeable to the typical person.
- **Compliance Value (No Abbreviation)** – Single or calculated value used to determine if regulatory contaminant level (e.g. MCL) is met. Examples of calculated values are the 90<sup>th</sup> Percentile, Running Annual Average (RAA) and Locational Running Annual Average (LRAA).
- **Average (x-bar)** – Typical value.
- **Range (R)** – Lowest value to the highest value.
- **Sample Size (n)** – Number or count of values (i.e. number of water samples collected).
- **Parts per million = Milligrams per liter (ppm = mg/L)** – One part per million corresponds to one minute in two years or a single penny in \$10,000.
- **Parts per billion = Micrograms per liter (ppb = ug/L)** – One part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.
- **Not Applicable (N/A)** – Does not apply or not available.

#### Detected Contaminants

The Town of Crested Butte routinely monitors for contaminants in your drinking water according to Federal and State laws. The following table(s) show all detections found in the period of January 1 to December 31, 2015 unless otherwise noted. The State of Colorado requires us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year, or the system is not considered vulnerable to this type of contamination. Therefore, some of our data, though representative, may be more than one year old. Violations and Formal Enforcement Actions, if any, are reported in the next section of this report.

**Note:** Only detected contaminants sampled within the last 5 years appear in this report. If no tables appear in this section then no contaminants were detected in the last round of monitoring.

Lead and Copper Sampled in the Distribution System								
Contaminant Name	Time Period	90 <sup>th</sup> Percentile	Sample Size	Unit of Measure	90 <sup>th</sup> Percentile AL	Sample Sites Above AL	90 <sup>th</sup> Percentile AL Exceedance	Typical Sources
Copper	06/03/2015 to 09/03/2015	0.85	20	ppm	1.3	0	No	Corrosion of household plumbing systems; Erosion of natural deposits
Lead	06/03/2015 to 09/03/2015	13	20	ppb	15	2	No	Corrosion of household plumbing systems; Erosion of natural deposits

Disinfection Byproducts Sampled in the Distribution System										
Name	Year	Average	Range Low - High	Sample Size	Unit of Measure	MCL	MCLG	Highest Compliance Value	MCL Violation	Typical Sources
Total Haloacetic Acids (HAA5)	2015	50.63	32.31 to 94.13	5	ppb	60	N/A		No	Byproduct of drinking water disinfection
Total Trihalomethanes (TTHM)	2015	53.46	24.4 to 96.6	5	ppb	80	N/A		No	Byproduct of drinking water disinfection

Summary of Turbidity Sampled at the Entry Point to the Distribution System					
Contaminant Name	Sample Date	Level Found	TT Requirement	TT Violation	Typical Sources
Turbidity	Date/Month: Jun	Highest single measurement: 0.1 NTU	Maximum 0.5 NTU for any single measurement	No	Soil Runoff
Turbidity	Month: Dec	Lowest monthly percentage of samples meeting TT requirement for our technology: 100 %	In any month, at least 95% of samples must be less than 0.1 NTU	No	Soil Runoff

Radionuclides Sampled at the Entry Point to the Distribution System									
Contaminant Name	Year	Average	Range Low - High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
Gross Alpha	2012	0.4	0.4 to 0.4	1	pCi/L	15	0	No	Erosion of natural deposits

Inorganic Contaminants Sampled at the Entry Point to the Distribution System									
Contaminant Name	Year	Average	Range Low - High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
Arsenic	2015	2	2 to 2	1	ppb	10	0	No	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes
Barium	2015	0.01	0.01 to 0.01	1	ppm	2	2	No	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits

Synthetic Organic Contaminants Sampled at the Entry Point to the Distribution System									
Contaminant Name	Year	Average	Range Low - High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
Hexachlorocyclopentadiene	2015	0.2	0.2 to 0.2	1	ppb	50	50	No	Discharge from chemical factories

Secondary Contaminants**						
**Secondary standards are non-enforceable guidelines for contaminants that may cause cosmetic effects (such as skin, or tooth discoloration) or aesthetic effects (such as taste, odor, or color) in drinking water.						
Contaminant Name	Year	Average	Range Low - High	Sample Size	Unit of Measure	Secondary Standard
Total Dissolved Solids	2012	95	95 to 95	1	ppm	500
DICHLOROACETIC ACID	2015	21.82	13.24 to 37.71	5	N/A	
MONOCHLOROACETIC ACID	2015	1.55	0 to 3.13	5	N/A	
TRICHLOROACETIC ACID	2015	27.26	17.72 to 54.3	5	N/A	

**Violations, Significant Deficiencies, and Formal Enforcement Actions**

No Violations or Formal Enforcement Actions

This notice is available on the Town web site [www.crestedbutte-co.gov/](http://www.crestedbutte-co.gov/)

**THIS NOTICE WILL NOT BE MAILED TO INDIVIDUAL CUSTOMERS THIS YEAR**

## **Attachments 14A-C**

**14A- Pre-Annexation Agreement**

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**14B- Amendment to Pre-Annexation Agreement**

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**14C-Second Amendment to Pre-Annexation Agreement**



**RECORDING REQUESTED BY:  
WHEN RECORDED RETURN TO:**

Town of Crested Butte  
Attn: Town Clerk  
P.O. Box 39  
Crested Butte, CO 81224

**PRE-ANNEXATION AGREEMENT**

THIS PRE-ANNEXATION AGREEMENT (this "**Agreement**") is made and entered into this 16th day of February, 2016 (the "**Effective Date**"), by and between the **TOWN OF CRESTED BUTTE, COLORADO** (the "**Town**"), a Colorado home rule municipality and **CYPRESS FOOTHILLS, LP** ("**Applicant**"), a Texas limited partnership.

RECITALS:

A. At the Town Council's January 11, 2016 Town Council meeting, the Town Council considered an application (the "**Application**") from Applicant requesting that Applicant be given the right and approval to connect its real property, approximately 44.5 acres in size, as legally described in **Exhibit A** attached hereto (the "**Subject Property**") to the Town's sewer system pursuant to §13-1-280 of the Crested Butte Municipal Code (the "**Code**").

B. Section 13-1-280 of the Code authorizes the Town to provide sewer services outside of the Town's municipal boundaries in certain circumstances; the Subject Property is located within the Town's Waste Water Service Area; and an Intergovernmental Agreement Regarding the Upper East River Valley Areawide 201 Facilities Plan to which the Town is a party contemplates that the Town may provide sewer services to properties within its Waste Water Service Area.

C. As part of the Application, Applicant has agreed, in exchange for the right and approval to connect the Subject Property to the Town's sewer system, to convey title to part of the Subject Property to the Town, subject to certain requirements and conditions, along with Applicant's performance of certain other obligations hereunder.

D. During said Town Council meeting, the Town Council received and considered a Town Staff Report addressing the Application, as well as comment from the public on the Application.

E. Following presentation of the Application by Applicant, Town Staff's presentation and the Town Council's receipt of comments from the public, the Town Council considered the Application and moved to instruct the Town Staff and Town Attorney to prepare a pre-annexation agreement reflecting Applicant's Application and including therein such other terms and condition as are deemed necessary and advisable.

F. The Town and Applicant now desire to memorialize the terms and conditions respecting the Application, the conveyance of title to part of the Subject Property to the Town, the requirements and conditions in connection with such conveyance, and Applicant's performance of certain other obligations in this Agreement pursuant to §13-1-280 of the Code.



AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Applicant agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth certain, binding terms and conditions upon which the Town and Applicant agree as respects the discrete subject matters addressed herein. By Applicant's performance of its obligations set forth herein, Applicant shall be authorized to connect to the Town's sewer system pursuant to §13-1-280 of the Code.
2. **No Other Vested Right.** No vested right or entitlement of any kind whatsoever are being granted or conveyed by the Town to Applicant other than the contractual rights between the parties arising by virtue of this Agreement.
3. **Incorporation.** The Application is incorporated herein. In the event of any inconsistency between any term or condition of this Agreement and the Application, this Agreement and such inconsistent term or condition herein shall in all cases prevail and control.
4. **Term.** Applicant shall have 48 months from the Effective Date of this Agreement to: (a) obtain approval from Gunnison County (the "**County**") of its Major Impact Land Use Change Application (the "**County Application**") project (the "**County Project**"), as further described in paragraph 5; (b) obtain approval from the State of Colorado Department of Public Health and Environment ("**CDPHE**") of the voluntary cleanup plan further described in paragraph 6.3; and (c) convey the Town Parcels (as defined below). If after the expiration of 48 months, the Town fails to extend this Agreement by resolutions of the Town Council, this Agreement shall terminate and be of no further force and effect, and the parties shall be relieved of their respective obligations hereunder upon such termination.
5. **Subject Property Development.** Applicant shall develop the portion of the Subject Property east of the Slate River (the "**East Parcel**") by filing the County Application and seeking approval of the County Project from the County pursuant to the County's Land Use Resolution. Applicant shall develop the portion of the Subject Property west of the Slate River (the "**West Parcel**") through the Town's annexation process, including Chapter 15 of the Code, subject to the terms contained herein. The West Parcel and the East Parcel are legally described on **Exhibit A**. This boundary line between the West Parcel and the East Parcel generally corresponds to the western boundary of the wetlands along the west bank of the Slate River as it flows through the Property, as such wetlands have been delineated by the United States Army Corps of Engineers. The Town's municipal boundary, following annexation of the West Parcel, shall be extended north and east to the boundary between the West Parcel and the East Parcel. Cypress agrees not to erect a gate or fence across Road A at the boundary between the West Parcel and the East Parcel.
  - 5.1 **East Parcel Generally.** The East Parcel shall be developed through the County into a residential neighborhood.



5.2 **West Parcel Generally.** Subject to the terms and conditions contained herein, the majority of the West Parcel shall be conveyed to the Town for use as affordable housing, open space, parks, public and other civic uses. Such potential uses include, without limitation, an emergency services center, preschool, open space, parks, recreational facilities, and affordable housing, at the locations further specified in paragraph 6.4 below. Applicant shall retain a parcel located in the northeast corner of the West Parcel along the Slate River (the "**Applicant Retained Lands**"), as legally described on **Exhibit A**, which shall be developed into six residential lots in connection with the annexation of the West Parcel.

5.3 **Site Plan.** The site plan attached hereto to as **Exhibit B** shows the East Parcel, the West Parcel, "**Road A**," "**Road B**," and the general location of the proposed uses on the West Parcel. **Exhibit B** is preliminary in nature; it is not a final site plan or lot layout.

6. **Subject Property Development Specifics.** Development of the Subject Property shall occur in the following order and pursuant to the following terms and conditions:

6.1 Applicant shall file its County Application with the County as soon as practicable after the Effective Date.

6.1.1 At the time the Applicant submits its Preliminary Plan Application to the County, Applicant shall also submit to the Town its plan for connecting the East Parcel to the Town's sewer system and its plan for constructing Road A on the West Parcel according to *Public Works Criteria for Design and Construction of Earthwork, Sewer and Water* (the "**Town Specifications**").

6.1.2 Upon County approval of the County Project, Applicant will enter into a standard sewer connection agreement with the Town, which agreement (a) shall be substantially similar to the sewer connection agreements the Town has previously used to extend sewer service beyond its municipal boundaries, and (b) shall not be inconsistent with this Agreement (the "**Sewer Connection Agreement**").

6.1.3 The traffic study Applicant prepares as part of its County Application will include the proposed uses on both the East Parcel and the West Parcel.

6.1.4 This Agreement and all of the terms hereof shall be contingent and are hereby expressly conditioned upon Applicant obtaining County approval of the County Project on the East Parcel, together with approval for the construction of Road A across the West Parcel, as reflected on **Exhibit B**, which County approval is satisfactory to Applicant in its sole discretion (the "**Requisite Approval**"). In the event Applicant fails to obtain the Requisite Approval, this Agreement shall be null and void and the parties shall have no further obligations to one another.

6.2 If Applicant obtains the Requisite Approval from the County on the East Parcel, the County-approved final plat of the Subject Property shall reflect the West Parcel as a remainder tract. No activities related to the West Parcel, including but not limited to its planning, annexation, zoning, subdivision and development shall delay Applicant's construction



of road and utility infrastructure (including but not limited to the construction of Road A as reflected on **Exhibit B**) necessary to sell the residential lots approved by the County on the East Parcel; provided that, before Applicant constructs any such road and utility infrastructure across and through the West Parcel to the East Parcel, including Road A, Applicant shall deliver to the Town, and the Town will review, and not unreasonably withhold its approval of, an engineering feasibility study regarding the delivery of wastewater services to the East Parcel, and the parties will enter into the Sewer Connection Agreement. Applicant shall pay the Town's costs and expenses of reviewing and approving the engineering feasibility study delivered to the Town pursuant to this paragraph 6.2, and such costs and expenses the Town incurs in connection with the preparation and execution of the Sewer Connection Agreement.

6.3 If and when Applicant obtains the Requisite Approval from the County on the East Parcel, Applicant shall promptly enter the portions of the Old Town Landfill located within the West Parcel as reflected on **Exhibit B** into the Colorado Voluntary Cleanup Program ("**VCUP**") administered by CDPHE. Applicant shall request approval from CDPHE of a cleanup plan proposed by Applicant that meets CDPHE standards necessary to allow a portion of Town Parcel 2 (as defined below) to be used for a preschool, for open use recreational facilities, parks, or playfields, libraries or museums, art centers, schools, essential governmental uses (but not public utility facilities), a bus stop and parking ancillary to the foregoing uses and open space if the Town so elects pursuant to paragraph 6.3.1 below; Town Parcel 3 (as defined below) to be used for the development of affordable housing; and Town Parcel 4 (as defined below) to be used as open space. Applicant's receipt of a no action determination from CDPHE confirming that Applicant has achieved the cleanup standards described above (the "**No Action Determination**") is an express condition precedent to Applicant's obligation to convey the Town Parcels to the Town. In the event Applicant fails to obtain the No Action Determination, this Agreement shall be null and void, and the parties shall have no further obligations to one another.

6.3.1 Upon entry of the portions of the Old Town Landfill located within the West Parcel as reflected on **Exhibit B** into CDPHE's VCUP, Applicant shall thereafter communicate with the Town at regular, but in no event less than every other two weeks regarding the VCUP process, the cleanup being performed pursuant thereto and the progress thereof. In this regard, Applicant agrees to allow the Town to reasonably communicate with CDPHE in concert with Applicant regarding the VCUP process and the cleanup being performed. Applicant and the Town agree to work cooperatively regarding the VCUP process and the cleanup, with the Town agreeing to not interfere with the VCUP process and cleanup and Applicant agreeing to share any and all information regarding the VCUP process and cleanup with the Town. With respect to the cleanup of the Old Town Landfill on Town Parcel 2, the Town may elect, at any time and in its sole discretion, to notify Applicant, in writing, that it intends to use the Old Town Landfill on Town Parcel 2 only as open space. Upon receipt of such an election by the Town, Applicant agrees to use all reasonable efforts with CDPHE to amend its VCUP to define the end use of the Old Town Landfill on Town Parcel 2 as open space. Upon approval of this modification by CDPHE, Applicant shall only perform the cleanup work required by CDPHE to use the Old Town Landfill on Town Parcel 2 as open space, and the Town shall thereafter only be entitled to use Town Parcel 2 as open space; provided that, if the Town, at its sole cost and expense, elects, at its sole discretion, to later gain an amendment to the



No Action Determination (or the issuance of a new no action determination by CDPHE, as the case may be) for Parcel 2 thus allowing for the other uses contemplated in paragraphs 6.3 and 6.4.1.3 based on the Town achieving the cleanup standards required therefor, the Town shall be entitled to use Parcel 2 for such permitted uses in accordance with CDPHE's no action determination.

6.3.2 In connection with the VCUP, Applicant shall obtain and provide to the Town an estimate of the cost of obtaining the No Action Determination based on the cleanup plan proposed by Applicant and approved by CDPHE (the "**Estimated Cleanup Cost**"), which such estimate shall be stamped by a Colorado licensed professional engineer. Applicant shall initiate and complete the approved cleanup with reasonable diligence, provided that in no event shall Applicant be required to spend more than 125% of the Estimated Cleanup Cost in pursuing the No Action Determination. In the event the actual cleanup cost exceeds the Estimated Cleanup Cost by more than 25%, Applicant and the Town shall consult with one another on how the excess costs of the cleanup shall be paid.

6.4 Upon Applicant's receipt of the No Action Determination, Applicant shall be obligated to convey by quitclaim deed, on an "as is where is" basis, made without representations or warranties as to the physical or environmental conditions (the "**Deed of Conveyance**") "**Town Parcel 1**," "**Town Parcel 2**," "**Town Parcel 3**," and "**Town Parcel 4**" (each a "**Town Parcel**"; together collectively, the "**Town Parcels**") on the West Parcel. The Town Parcels are legally described on **Exhibit A**. The Town Parcels are subject to the encumbrances and exceptions set forth on **Exhibit C**. The Deed of Conveyance also will be subject to the terms and conditions of this Agreement, and expressly set forth the restrictions and obligations contained in paragraphs 6.4.4 and 6.4.5 hereof. Other than any conditions, limitations, and restrictions imposed by Gunnison County as part of its approval of the County Project, Applicant agrees not to further encumber the Town Parcels, provided however that in the event the County imposes an obligation or restriction that precludes the Town's ability to use the Town Parcels for the uses contemplated herein, then the Town shall have the right to terminate this Agreement, and the parties shall be relieved of their respective obligations hereunder upon such termination. Applicant's obligation to convey the Town Parcels shall be subject to the following express conditions precedent:

6.4.1 Following the Requisite Approval from the County, Applicant shall file an annexation petition pursuant to Chapter 15 of the Town Code seeking to annex the West Parcel. The Town shall, as soon as practicable, initiate and process to completion the master planning, annexation, zoning and subdivision processes for the West Parcel consistent with this Agreement. The Town shall consult with Applicant, and Applicant shall cooperate with, the Town's planning, annexation, zoning and subdivision of the West Parcel, including but not limited to providing the Town all engineering, surveys, and other non-privileged materials related to the Subject Property already in Applicant's possession, custody, or control. However, except as otherwise set forth herein, the completion of these processes for the West Parcel shall be the primary responsibility of, and at the sole cost and expense of, the Town, and all costs to Applicant shall be waived.



6.4.1.1 The Applicant Retained Lands shall be subdivided into six Town lots and zoned as one of the Town's existing residential zoning designations.

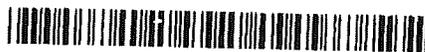
6.4.1.2 Town Parcel 1 shall be zoned "P" Public. Any emergency services center to be located on the Town Parcels shall be located only on Town Parcel 1. The Town shall not develop the pond wetlands located within Town Parcel 1, other than as related to the extension of Road B. No building constructed on Town Parcel 1 shall exceed 30 feet in height.

6.4.1.3 Town Parcel 2 shall be zoned "P" Public, and subject to paragraph 6.3.1 above, shall only be used for open use recreational facilities, parks, or playfields, libraries or museums, art centers, schools, essential governmental uses (but not public utility facilities), a bus stop, and parking ancillary to the foregoing uses.

6.4.1.4 Town Parcel 3 shall be zoned "A-O" Agriculture-Open District, "P" Parks, "R2A" Residential, and/or "R4" Residential/Multi Family; provided, however, that if Town Parcel 3 is zoned "R2A" or "R4," Town Parcel 3 shall only be used for the development of affordable housing.

6.4.1.5 Town Parcel 4 shall be zoned "A-O," "P," "R2A" and/or "R4"; provided, however, that: (a) Town Parcel 4 shall only be used as open space and/or parks until the earlier to occur of (i) the sale and closing of all of the residential lots on the East Parcel and the Applicant Retained Lands, (ii) 10 years from the Effective Date, or (iii) approval by Applicant or its successor in interest (the "Land Conservation Covenant"); (b) after the expiration of the Land Conservation Covenant, if any portion of Town Parcel 4 is zoned "P", such portion shall only be used for open use recreational facilities, parks, or playfields, libraries or museums, art centers, schools, essential governmental uses (but not public utility facilities), a bus stop, and parking ancillary to the foregoing uses; and (c) if any portion of Town Parcel 4 is zoned "R2A" and/or "R4," such portion shall be no larger than Town Parcel 3, shall be adjacent to and located immediately north of Town Parcel 3, shall be no wider from north to south than Town Parcel 3, and shall only be used for the development of affordable housing.

6.4.1.6 Within two years of annexation, Applicant will construct a river trail along with west bank of the Slate River through the West Parcel as shown on Exhibit B (the "River Trail") in order to provide potential connectivity to the existing Rec Path south and east of the Subject Property. Concurrently, with the construction of the River Trail, Applicant will move the sewer outfall to the south and construct fencing between the River Trail and the Town's Public Works Yard. Applicant shall choose the design, style, and material for such fencing, but Applicant shall consult with the Town to ensure that the final design, style, and materials selected for this fencing are reasonably sufficient to create a distinct barrier between the River Trail and the Public Works Yard that is no less secure than a chain link fence six feet in height. In addition, in order to provide boater access to the Slate River from its west bank, immediately south of the Road A bridge (the "Boat Launch"), and on the Slate River as it flows through the Property, Applicant and the Town shall enter into a boater access easement agreement concurrently with the conveyance of the Town Parcels memorializing such access in perpetuity. This easement agreement will address the terms and conditions for boater access to



the Slate River as it flows through the Property as well as associated uses of the Boat Launch, including but not necessarily limited to, other permissible recreational uses of the Boat Launch and vehicular access to and from the Boat Launch. Finally, Applicant reserves the right, in its sole discretion, and at its sole expense, to install odor controls on the wastewater treatment plant, as contemplated by the Public Works Facility Master Plan prepared by JVA, Incorporated.

6.4.1.7 The annexation and development of the West Parcel is unique and is unlikely to fit neatly into each and every one of the more formulaic requirements of the Town's annexation and subdivision provisions. The Town Code affords the Town Council the flexibility necessary to annex and develop the West Parcel consistent with this Agreement and in the best interest of the Town's citizens. *See, e.g.*, § 15-1-60(a)(10) & (b)(2)(d); § 15-1-70(a)(3) & (b)(1); § 15-1-80(b)(7) & (b)(14).

6.4.1.8 Prior to the conveyance of the Town Parcels, the Town shall release Applicant, its partners, affiliates, lenders, agents, employees, and all predecessor owners of the Town Parcels in connection with the transfer of the Town Parcels, including all portions of the Old Town Landfill located on Town Parcel 2, Town Parcel 3 and Town Parcel 4, that shall include a release of all claims and covenant not to sue with respect to any site conditions and or any responsibilities or liabilities, including without limitations any environmental liabilities related to the Town Parcels. The Town shall record against Town Parcel 2, Town Parcel 3, and Town Parcel 4 notice, confirmation and a release and covenant not to sue Applicant, its partners, affiliates, lenders, agents, employees, and all predecessor owners of the Town Parcels, which shall be a condition of any transfer to any future purchaser, and to which any future purchaser of any portion of such Town Parcels must agree.

6.4.2 The Town Parcels shall be conveyed by Applicant to the Town once Applicant has obtained the No Further Action determination from CDPHE and the Town Parcels have been legally subdivided, approved, annexed, and zoned.

6.4.3 Town Parcel 1, Town Parcel 2 and Town Parcel 3 shall be conveyed to the Town without any financial consideration. Town Parcel 4 shall be conveyed to the Town in exchange for \$350,000.00, which amount is a portion of the anticipated cost of obtaining the No Action Determination.

6.4.4 The Deed of Conveyance shall require the Town to refrain from any uses of the Town Parcels affected by the Old Town Landfill that may disturb any cap associated with the approved cleanup, and any other controls and conditions contained in the No Action Determination. The Deed of Conveyance shall also include: (a) the right of Applicant to enforce, through injunctive relief, the terms of this Agreement and the controls and conditions contained in the No Action Determination; and (b) the obligation of the Town to obtain Applicant's consent to any amendment or modification to the terms of this Agreement and the controls and conditions contained in the No Action Determination.

6.4.5 The Deed of Conveyance shall include the Land Conservation Covenant. The final Land Conservation Covenant shall be reasonably acceptable to the Town and consistent with this Agreement.



6.4.6 In the event that the Town desires to use Town Parcel 4 for any of the uses described in paragraph 6.4.1.5(b) or (c) above after the expiration of the Land Conservation Covenant, it shall be the Town's sole responsibility to undertake whatever other remediation of the applicable portion of the Old Town Landfill is required by CDPHE to modify the No Action Determination as needed to allow for the Town's proposed uses of Town Parcel 4, provided however, that in the event the Town uses a portion of Town Parcel 4 for affordable housing consistent with paragraph 6.4.1.5(c) above, it must, at a minimum, meet the same cleanup standards Applicant was required to meet for the cleanup of Town Parcel 3.

6.4.7 Applicant represents and warrants that it has provided to the Town all record and off record information within its possession regarding the Town Parcels, including, without limitation, any and all environmental reports, tests and studies thereof.

6.4.8 The maximum floor area of all buildings on a lot on the East Parcel shall not exceed 5,750 square feet in the aggregate. The main residence shall not exceed 5,000 square feet, and the sum total of all detached accessory buildings shall not exceed 750 square feet.

6.4.9 The Town shall cooperate with Applicant to ensure appropriate buffering between development of the East Parcel and the Applicant Retained Lands, on the one hand, and the Town Parcels and any Town properties, on the other hand. Development of the Town Parcels shall not compete with Applicant's residential development on the East Parcel and the Applicant Retained Lands. The Town shall reasonably permit the installation of buffers and other mitigation measures at Applicant's expense on Town property around the Town Public Works Yard as contemplated in the Town Public Works facility master plan, or as otherwise agreed to by the parties.

6.4.10 Applicant shall observe a 50-foot building set back from all high quality wetlands on the East Parcel. Lot boundaries on the East Parcel may extend to within 25 feet of a high quality wetland boundary. Lot boundaries on the East Parcel adjacent to low quality wetlands may extend to the low quality wetland boundary, provided that any such lot would have a building setback of 25 feet.

6.4.11 Applicant shall be responsible for the construction of Road A and Road B on the West Parcel, and all of the roads on the East Parcel at its sole cost expense. Road A and Road B on the West Parcel shall be constructed in accordance with the Town Specifications. Road A and Road B on the West Parcel shall be dedicated to the Town and maintained by the Town following acceptance thereof, subject to a two-year warranty by Applicant. The Town shall convey adequate right-of-ways for the benefit of Applicant and its successors and assigns for Road A and Road B on and through the West Parcel. All roads on the West Parcel shall be public. All roads on the East Parcel shall be private.

6.4.12 The right of way for the extension of Eighth Street north from Butte Avenue to Road A would cross Town Property (where the Town Public Works Yard is currently located) and the Subject Property. It is possible that there are portions of the Old Town Landfill



within this right of way, on the Town's property, on Applicant's property, or both. If portions of the Old Town Landfill are located within the Eighth Street right of way on the Town's property, then the Town may elect to undertake whatever remediation is required by CDPHE to allow for the construction of Eighth Street through the Town's property to the Subject Property. If the Town elects to perform such remediation, or if there are not portions of the Old Town Landfill located on the Town property within the Eighth Street right of way, then in the event there are portions of the Old Town Landfill located within the Eighth Street right of way on Applicant's property, Applicant shall be responsible for undertaking whatever remediation is required by CDPHE to allow for the construction of Eighth Street through the Subject Property to the intersection between Eighth Street and Road A. Once the Town and Applicant have obtained any necessary approvals from CDPHE allowing for the construction of Eighth Street through their respective properties, or if CDPHE approval is not required, then, and only then, will Applicant be responsible for the performance of the construction of Eighth Street and associated utility infrastructure work. However, Applicant can, in its sole discretion, choose to perform all of the necessary cleanup of landfill materials itself, on both the Subject Property and Town property, but in order to perform any cleanup of landfill materials on the Town property, Applicant will be required to enter into an indemnification agreement that is satisfactory to the Town. If Applicant performs the construction of Eighth Street and associated utility infrastructure work pursuant to this paragraph 6.4.12, then such construction and associated utility infrastructure work shall be performed at Applicant's cost and expense. The Town shall provide access to Town property as necessary for all purposes related to the construction of Eighth Street and associated utility infrastructure. The Town shall provide Applicant with a release of all claims and covenant not to sue with respect to any site conditions and any responsibilities or liabilities, including without limitation any environmental liabilities, related to the Eighth Street construction and any associated utility infrastructure work. Until the Town and Applicant are able to achieve the construction of Eighth Street and associated utility infrastructure, the Town shall grant an easement for non-motorized pedestrian access to the Subject Property from Butte Avenue across Town property to the north (where the Town Public Works Yard is currently located) for the benefit of the Subject Property, and allow Applicant to construct a trail at Applicant's expense, and at a location and pursuant to terms approved by the Town, in order to accommodate said easement.

6.4.13 Applicant shall be responsible for the installation of all utility infrastructure necessary to connect the residential lots on the East Parcel to the Town's sewer system pursuant to and in accordance with the terms and conditions of the Sewer Connection Agreement. All wastewater infrastructure shall be constructed in accordance with the Town Specifications, dedicated to the Town, and maintained by the Town following acceptance thereof, subject to a two-year warranty by Applicant.

6.4.14 Applicant shall be responsible for the installation of all utility infrastructure necessary to connect the Town's water and wastewater systems from the Town Parcels to the residential lots on the Applicant Retained Lands pursuant to and in accordance with the terms and conditions of a standard development improvements agreement to be executed upon the annexation of the West Parcel pursuant to paragraph 6.4.1 above that is (a) substantially similar to the development improvement agreements the Town has previously used, and (b) not inconsistent with this Agreement. Such infrastructure shall be constructed in



accordance with the Town Specifications, dedicated to the Town, and maintained by the Town following acceptance thereof, subject to a two-year warranty by Applicant.

6.4.15 On the written the request of the Town, Applicant shall permit and shall not unreasonably condition or delay an adjacent property owner's request to connect to the Town's sewer system through the East Parcel and the Applicant Retained lands; provided that any such connection shall not result in an increase in cost or expense to Applicant, but rather shall be borne by such adjacent property owner benefiting from such connection, with the terms and conditions and easements necessary for such future connections to be negotiated between Applicant and such third parties. Such terms and conditions shall include compliance with all applicable Town requirements, including, without limitation, §13-1-280 of the Code and the Town Specifications.

6.4.16 Applicant shall be responsible to pay availability fees in accordance with Section 13-1-160 of the Code (the "Availability Fees"). Applicant shall pay all Availability Fees for the East Parcel and Applicant Retained Lands upon the Town's acceptance of all wastewater infrastructure.

6.4.17 Pursuant to Section 13-1-280 of the Code, tap fees for residential lots on the East Parcel will be one and one half times (1.5x) per EQR of the in-Town rate (the "Tap Fees") as of the Effective Date.

6.4.18 Pursuant to Section 13-1-280 of the Code, monthly service fees for residential lots on the East Parcel will be two times (2x) per EQR of the in-Town rate (the "Service Fees") as of the Effective Date.

6.4.19 Applicant acknowledges that at all times, all road and related infrastructure maintenance and snow plowing on the East Parcel shall be the sole responsibility of Applicant at its cost and expense. Applicant shall provide, however, easements and associated access for maintenance of all sewer infrastructure on the East Parcel which shall be performed in accordance with the Code. Applicant shall be responsible for all other road and utility infrastructure maintenance and snow plowing on the West Parcel, at its sole cost and expense, until the completion, acceptance, and dedication of such infrastructure.

7. No Interference with Gunnison County's Jurisdiction. For purposes of clarity, final approval of the subdivision and development of the East Parcel rests with Gunnison County, Colorado. The parties do not intend, and are not, by entering into this Agreement seeking to usurp or interfere in any way with the County's jurisdiction over the subdivision and development of the East Parcel, the County Land Use Resolution, or the County's land use change process. Provided that Applicant complies with the terms and conditions of this Agreement, the Town shall not impose any further obligations on Applicant's subdivision and development of the East Parcel with the County, nor shall it object to the County's approval of the County Project at any phase thereof, nor shall it advocate for additional restrictions on the East Parcel; provided that the County Application is, and remains, consistent with the terms and conditions of this Agreement. However, in the event any subsequent amendment to the County's Land Use Resolution lessens regulatory restrictions on the development of the East Parcel, Applicant must obtain the approval of the Towne in order to benefit from any such amendment with respect to the development of the East Parcel.



8. **Compliance with Law.** When fulfilling its obligations under this Agreement, Applicant shall comply with all relevant laws, ordinances and regulations in effect as of the Effective Date. In addition, Applicant shall be subject to all laws, ordinances and regulations of general applicability that become effective after the Effective Date.

9. **No Waiver.** Applicant acknowledges and agrees that the Town is relying upon, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (currently \$350,000.00 per person and \$990,000.00 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the parties, their officers, or their employees.

10. **TABOR; Colorado Constitution, Article X, Section 20.** Notwithstanding any other provision in this Agreement to the contrary, the parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("**TABOR**"). (a) The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. (b) It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the parties' current fiscal period ending upon the next succeeding December 31. (c) Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available in accordance with ordinances and resolutions of the Town and other applicable law. (d) Nothing contained in this Agreement shall constitute a pledge of the full faith and credit of the general tax revenues, funds or moneys of the Town except the amount appropriated for the purpose of making payments hereunder during the current fiscal year. (e) The Town's obligation to pay \$350,000 to Applicant in exchange for the conveyance of Town Parcel 4 is subject to annual renewal and such obligation to pay shall be terminated upon the occurrence of an event of non-appropriation and, in such event, (i) The Town shall not be obligated to pay \$350,000 for the conveyance of Town Parcel 4, and (ii) Applicant shall not be obligated to convey Town Parcel 4.

11. **Cooperation; Other Documentation; Instruments.** The parties shall reasonably cooperate with each other in order effect the transactions contemplated in this Agreement. The parties shall give, enter into, execute and approve such additional agreements, corporate approvals and instruments as are necessary and appropriate to effect such transactions.

12. **Assignment; Assumption.** This Agreement and the rights and obligations contained herein may be assigned or transferred by Applicant only upon written consent approved by resolutions of the Town Council, which such consent shall not be unreasonably withheld, provided however that the right of approval belonging to Applicant in paragraph 6.4.5(c) shall be freely assignable and transferrable to the homeowners association for the residential lots to be developed on the East Parcel. Any transfer or assignment without the necessary written consent shall be void *ab initio*. Upon any proper assignment or transfer hereunder, the assignee or transferee shall assume all the rights and obligations of Applicant hereunder.



13. **Termination**. Each party reserves the right to terminate this Agreement if the other party breaches any term or condition hereof, and, after receipt of written notice thereof from the non-breaching party, fails to cure such breach within 30 days of receipt of such notice; except that where such breach is not susceptible to timely cure despite reasonable efforts by the breaching party, the breaching party shall have such additional time as is reasonably necessary to effect a cure where such cure is being diligently pursued. In addition to termination of this Agreement, the non-breaching party may pursue all rights and remedies at law and in equity against the breaching party, including, without limitation, specific performance and actions for damages. Neither party shall be liable to the other for any incidental, special, or consequential damages.

14. **Authority**. The person executing this Agreement on behalf of Applicant does hereby covenant and warrant that as to Applicant, such person is duly authorized and has full right and authority to enter into this Agreement and that the person signing on behalf of Applicant is authorized to do so.

15. **Waiver of Defects**. In executing this Agreement, the parties waive all objections they may have over defects, if any, in the form of this Agreement, the formalities for execution, concerning the power of the Town to impose the conditions on Applicant as set forth herein, or over the procedure, substance or form of the resolutions adopting this Agreement.

16. **Entire Agreement**. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties with respect to the subject matters addressed herein and represents the total integrated agreement between the parties with respect to such subject matters.

17. **Modification**. This Agreement shall not be amended or modified, except by subsequent written agreement of the parties approved by resolutions of the Town Council.

18. **No Waiver**. A waiver of any right or remedy on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any other occasion.

19. **General Release**. It is expressly understood that the Town cannot be legally bound by the representations of any of its elected officials, officers, employees, agents, representatives and attorneys or their designees, except in accordance with Town ordinances, the Code and the laws of the State of Colorado, and that Applicant, when dealing with the Town, acts at its own risk as to any representation or undertaking by the Town, its elected officials, officers, employees, agents, representatives, and attorneys or their designees, which is subsequently held unlawful by a court of law; provided, however, this paragraph shall not be construed to limit the rights and remedies of the parties otherwise provided by law, including under equitable doctrines such as estoppel.

20. **Notices**. Any notice or other information required by this Agreement to be sent to a party shall be sent by facsimile, e-mail, overnight courier or certified mail to the following:



Cypress Foothills, LP  
Attention: Cameron Aderhold  
8343 Douglas Ave., Suite 200  
Dallas, Texas 75225  
Facsimile: 214-283-1600  
[cameron.aderhold@cypressequities.com](mailto:cameron.aderhold@cypressequities.com)

with a copy to:

Cypress Foothills, LP  
Attention: Brian Parro  
8343 Douglas Ave., Suite 200  
Dallas, Texas 75225  
Facsimile: 214-283-1600  
[brian.parro@cypressequities.com](mailto:brian.parro@cypressequities.com)

with a copy to:

Law of the Rockies  
Attention: Marcus J. Lock  
525 North Main Street  
Gunnison, Colorado 81230  
Facsimile: 970-641-1943  
[mlock@lawoftherockies.com](mailto:mlock@lawoftherockies.com)

Town of Crested Butte  
Attention: Michael Yerman  
507 Maroon Avenue  
P.O. Box 39  
Crested Butte, Colorado 81224  
Facsimile: 970-349-6626  
[myerman@crestedbutte-co.gov](mailto:myerman@crestedbutte-co.gov)

with a copy to:

J. D. Belkin & Associates, LLC  
Attention: John Belkin, Town Attorney  
502 Whiterock Avenue, Suite 200  
P.O. Box 2919  
Crested Butte Colorado 81224  
Facsimile: 970-497-4401  
[jbelkin@jbelkinlaw.com](mailto:jbelkin@jbelkinlaw.com)

Notice shall be effective when actually received by the party intended to be notified.



21. **Voluntary Agreement.** Applicant's continued compliance with all of the terms and conditions of this Agreement on a voluntary and contractual basis is a condition of its right to connect to the Town's central sewer system.
22. **Attorneys' Fees; Costs.** Should this Agreement become the subject of a dispute between the Town and Applicant, the substantially prevailing party shall be entitled to reasonable attorneys' fees, costs, and expenses incurred in such dispute.
23. **Governing Law; Venue.** This Agreement and all rights conferred and obligations imposed hereunder shall be interpreted and construed in accordance with the laws and internal judicial decisions of the State of Colorado. The sole venue in any dispute shall be the District Court for Gunnison County, State of Colorado.
24. **No Third Party Beneficiary.** The parties intend no third party beneficiaries to this Agreement, and none shall be permitted hereunder.
25. **Recording.** Upon execution, Applicant shall record this Agreement in the Office of the Gunnison County Clerk and Recorder. The benefits and burdens of this Agreement shall run with the Subject Property and be binding upon the parties successors and assigns. In the event this Agreement becomes null and void for any of the reasons set forth herein, the parties agree to execute and record a notice of termination of this Agreement and, in addition, if necessary to remove this Agreement as an exception to title to the Subject Property, the Town agrees to execute a quitclaim deed to the Subject Property.
26. **Electronic Reproductions; Counterparts.** For purposes of enforcement of terms of this Agreement, electronic reproductions of this Agreement shall be deemed to be originals. This Agreement may be executed in multiple counterparts, each of which, when taken together shall constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank;  
Signature Page(s) to Follow]*



WHEREFORE, the parties hereto have executed and entered into this Agreement by their duly authorized officers on the date first written above.

TOWN OF CRESTED BUTTE, COLORADO

By: Glenn Michel  
Glenn Michel, Mayor



ATTEST:

Lynelle Stanford  
Lynelle Stanford, Town Clerk

(SEAL)

CYPRESS FOOTHILLS, LP

Cypress Foothills LP, LLC  
By: David C. Long  
Name: David C. Long  
Title: CTD/VP



## Exhibit A

### Overall Applicant Owned Property (the "Subject Property") Legal Description:

A parcel of land known as Tract Q of Book 516 Page 474, Parcel 13 of Book 552 Page 63, Parcel 1 of Warranty Deed recorded at Reception No. 570819, Parcel 1 of Quitclaim Deed recorded at Reception No.570822, Parcel 1 of the Correction Warranty Deed recorded at Reception No.584439, Parcel 1 of the Special Warranty Deed recorded at Reception No.612899, and the Correction Deed recorded at Reception No.618498 all located in the SW 1/4 of Section 35, Township 13 South, Range 86 W of the Sixth PM, Gunnison County, Colorado being more particularly described as follows:

Beginning at a point on the westerly boundary of Trampe Parcel described in Book 516 Page 494 also being on the easterly right of way line of County Road 317 (Gothic Road) as recorded at Reception No. 00119 and being on the south line of the SW1/4 of said Section 35 from which the southwest Corner of said Section 35 bears N89°43'49"W a distance of 130.05 feet; thence S89°43'49"E a distance of 17.52 feet to a point on the westerly line of the Dyer Subdivision as recorded at Reception No.497990; thence along the westerly, northerly and easterly lines of said Dyer Subdivision the following eleven (11) courses:

- 1) N00°01'42"W a distance of 15.19 feet,
  - 2) N89°58'18"E a distance of 495.36 feet,
  - 3) N00°01'42"W a distance of 226.55 feet,
  - 4) N61°00'00"E a distance of 620.66 feet,
  - 5) S79°30'09"E a distance of 381.57 feet,
  - 6) N61°00'00"E approximately 31.96 feet to the high water line of the Slate River; thence along the high water line of the Slate River approximately
  - 7) S44°00'17"E a distance of 2.43 feet,
  - 8) S61°14'28"E a distance of 180.87 feet,
  - 9) S45°20'59"E a distance of 257.67 feet,
  - 10) S39°16'06"E a distance of 215.58 feet,
  - 11) S50°53'25"E a distance of 97.51 feet to the southerly line of the SW1/4 of said Section 35; thence along said southerly line S89°43'49"E, approximately 506.01 feet to the S1/4 Corner of said Section 35, said corner being a 3 1/4" Aluminum Cap; thence along an existing fence line as it exists in the field and as shown and described in a Boundary Agreement recorded in Book 769 at Page 881 the following three (3) courses:
- 1) N00°11'53"E a distance of 271.72 feet,
  - 2) N00°50'11"W a distance of 932.90 feet,
  - 3) N01°19'37"W a distance of 346.89 feet to a point on the northerly line of the Trampe Partition Parcel 13 and the southerly line of Spann Parcel 23 as described in Court Decree Amended Order of Partition as recorded in Book 552 at Page 63; thence along the northerly line of said Parcel 13



N90°00'00"W a distance of 570.01 feet to a point on the easterly line of the Town of Crested Butte Cemetery as described in Exhibit A(5) in Court Decree of Partition as recorded in Book 516 at Page 474; thence along the easterly line of said Cemetery Parcel S01°20'33"W a distance of 220.37 feet to the northerly corner of a parcel of land described in Book 518 at Page 403; thence along the northwesterly line of said parcel S29°46'00"W a distance of 470.46 feet to a point on the northerly line of said Trampe Partition Parcel 13, said point also being on the southerly line of said Cemetery Parcel; thence along said northerly line of said Parcel 13 N90°00'00"W a distance of 1116.19 feet to a point on the easterly right of way line of County Road 317 (Gothic Road); thence along said easterly right of way line as described in deeds recorded at Reception No.474960 and 474961 the following five (5) courses:

- 1) S46°12'21"W a distance of 116.48 feet,
- 2) S35°50'27"W a distance of 185.49 feet,
- 3) S35°50'28"W a distance of 88.19 feet,
- 4) S40°05'13"W a distance of 207.37 feet,
- 5) S39°55'42"W a distance of 238.91 feet; thence continuing along the easterly line of said right of way and westerly line of said Trampe Partition Parcel 13, 155.77 feet along the arc of a non-tangent curve to the left having a radius of 441.28 feet, a central angle of 20°13'30" and a long chord which bears S16°19'42"W a distance of 154.96 feet to a point which is common to the southwest corner of a parcel of land described in Book 518 at Page 403; thence S00°00'04"W continuing along the easterly right of way of said County Road 317 as recorded at Reception No.00119 and in accordance with Court Decree (Judgment) recorded in Book 516 at Page 494, a distance of 117.72 feet to the Point of Beginning.

Said Parcel as described above contains 44.503 acres, more or less.

All bearings shown hereon are relative to a bearing of N89°43'49"W between a GLO brass cap dated 1939 found at the southwest corner of Section 35 and a 3 ¼ inch aluminum cap stamped 18480 and dated 1995 found at the south quarter corner of Section 35.

Legal Description (Proposed East Parcel):

A portion of a parcel of land known as Tract Q of Book 516 Page 474, Parcel 13 of Book 552 Page 63, Parcel 1 of Warranty Deed recorded at Reception No. 570819, Parcel 1 of Quitclaim Deed recorded at Reception No.570822, Parcel 1 of the Correction Warranty Deed recorded at Reception No.584439, Parcel 1 of the Special Warranty Deed recorded at Reception No.612899, and the Correction Deed recorded at Reception No.618498 all located in the SW 1/4 of Section 35, Township 13 South, Range 86 W of the Sixth PM, Gunnison County, Colorado being more particularly described as follows:



Beginning at the S1/4 Corner of said Section 35, said corner being a 3 1/4" Aluminum Cap from which the southwest Corner of said Section 35 bears N89°43'49"W a distance of 2650.49 feet; thence along an existing fence line as it exists in the field and as shown and described in a Boundary Agreement recorded in Book 769 at Page 881 the following three (3) courses:

- 1) N00°11'53"E a distance of 271.72 feet,
- 2) N00°50'11"W a distance of 932.90 feet,
- 3) N01°19'37"W a distance of 346.89 feet to a point on the northerly line of the Trampe Partition Parcel 13 and the southerly line of Spann Parcel 23 as described in Court Decree Amended Order of Partition as recorded in Book 552 at Page 63; thence along the northerly line of said Parcel 13 N90°00'00"W a distance of 570.01 feet to a point on the easterly line of the Town of Crested Butte Cemetery as described in Exhibit A(5) in Court Decree of Partition as recorded in Book 516 at Page 474; thence along the easterly line of said Cemetery Parcel S01°20'33"W a distance of 220.37 feet to the northerly corner of a parcel of land described in Book 518 at Page 403; thence along the northwesterly line of said parcel S29°46'00"W a distance of 470.46 feet to a point on the northerly line of said Trampe Partition Parcel 13, said point also being on the southerly line of said Cemetery Parcel; thence along said northerly line of said Parcel 13 N90°00'00"W a distance of 568.93 feet; thence along the wetland boundary more or less on the southerly bank of the Slate River the following six (6) courses:

- 1) S20°36'39"E a distance of 77.30 feet,
- 2) S32°48'09"E a distance of 178.03 feet,
- 3) S39°16'35"E a distance of 115.15 feet,
- 4) S52°37'46"E a distance of 40.69 feet,
- 5) S42°06'22"E a distance of 87.35 feet,
- 6) S66°34'01"E approximately 53.68 feet to the high water line of the Slate River; thence the following five (5) courses along the high water line of the Slate River approximately:
  - 1) S44°00'17"E a distance of 2.43 feet,
  - 2) S61°14'28"E a distance of 180.87 feet,
  - 3) S45°20'59"E a distance of 257.67 feet,
  - 4) S39°16'06"E a distance of 215.58 feet,
  - 5) S50°53'25"E a distance of 97.51 feet to the southerly line of the SW1/4 of said Section 35; thence along said southerly line S89°43'49"E, a distance of 506.01 feet to the Point of Beginning.

Said Parcel as described above contains 30.436 acres, more or less.

All bearings shown hereon are relative to a bearing of N89°43'49"W between a GLO brass cap dated 1939 found at the southwest corner of Section 35 and a 3 1/4 inch aluminum cap stamped 18480 and dated 1995 found at the south quarter corner of Section 35.

Legal Description (Proposed West Parcel):



A portion of a parcel of land known as Tract Q of Book 516 Page 474, Parcel 13 of Book 552 Page 63, Parcel 1 of Warranty Deed recorded at Reception No. 570819, Parcel 1 of Quitclaim Deed recorded at Reception No.570822, Parcel 1 of the Correction Warranty Deed recorded at Reception No.584439, Parcel 1 of the Special Warranty Deed recorded at Reception No.612899, and the Correction Deed recorded at Reception No.618498 all located in the SW 1/4 of Section 35, Township 13 South, Range 86 W of the Sixth PM, Gunnison County, Colorado being more particularly described as follows:

Beginning at a point on the westerly boundary of Trampe Parcel described in Book 516 Page 494 also being on the easterly right of way line of County Road 317 (Gothic Road) as recorded at Reception No. 00119 and being on the south line of the SW1/4 of said Section 35 from which the southwest Corner of said Section 35 bears N89°43'49"W a distance of 130.05 feet; thence S89°43'49"E a distance of 17.52 feet to a point on the westerly line of the Dyer Subdivision as recorded at Reception No.497990; thence along the westerly, northerly and easterly lines of said Dyer Subdivision the following six (6) courses:

- 1) N00°01'42"W a distance of 15.19 feet,
- 2) N89°58'18"E a distance of 495.36 feet,
- 3) N00°01'42"W a distance of 226.55 feet,
- 4) N61°00'00"E a distance of 620.66 feet,
- 5) S79°30'09"E a distance of 381.57 feet,
- 6) N61°00'00"E approximately 31.96 feet to the high water line of the Slate River; thence more or less along the wetland boundary on the southerly bank of the Slate River the following six (6) courses:

- 1) N66°34'01"W a distance of 53.68 feet,
- 2) N42°06'22"W a distance of 87.35 feet,
- 3) N52°37'46"W a distance of 40.69 feet,
- 4) N39°16'35"W a distance of 115.15 feet,
- 5) N32°48'09"W a distance of 178.03 feet,
- 6) N20°36'39"W a distance of 77.30' to a point on the northerly line of the Trampe Partition Parcel 13 and the southerly line of Spann Parcel 22 as described in Court Decree Amended Order of Partition as recorded in Book 552 at Page 63; thence along the northerly line of said Parcel 13 N90°00'00"W a distance of 547.26 feet to a point on the easterly right of way line of County Road 317 (Gothic Road); thence along said easterly right of way line as described in deeds recorded at Reception No.474960 and 474961 the following five (5) courses:

- 1) S46°12'21"W a distance of 116.48 feet,
- 2) S35°50'27"W a distance of 185.49 feet,
- 3) S35°50'28"W a distance of 88.19 feet,
- 4) S40°05'13"W a distance of 207.37 feet,
- 5) S39°55'42"W a distance of 238.91 feet; thence continuing along the easterly line of said right of way and westerly line of said Trampe Partition Parcel 13, 155.77 feet along the arc of a non-



tangent curve to the left having a radius of 441.28 feet, a central angle of 20°13'30" and a long chord which bears S16°19'42"W a distance of 154.96 feet to a point which is common to the southwest corner of a parcel of land described in Book 518 at Page 403; thence S00°00'04"W continuing along the easterly right of way of said County Road 317 as recorded at Reception No.00119 and in accordance with Court Decree (Judgment) recorded in Book 516 at Page 494, a distance of 117.72 feet to the Point of Beginning.

Said Parcel as described above contains 14.157 acres, more or less.

All bearings shown hereon are relative to a bearing of N89°43'49"W between a GLO brass cap dated 1939 found at the southwest corner of Section 35 and a 3 ¼ inch aluminum cap stamped 18480 and dated 1995 found at the south quarter corner of Section 35.

Legal Description (Town Parcels, Westerly Portion of the Proposed West Parcel):

A portion of a parcel of land known as Tract Q of Book 516 Page 474, Parcel 13 of Book 552 Page 63, Parcel 1 of Warranty Deed recorded at Reception No. 570819, Parcel 1 of Quitclaim Deed recorded at Reception No.570822, Parcel 1 of the Correction Warranty Deed recorded at Reception No.584439, Parcel 1 of the Special Warranty Deed recorded at Reception No.612899, and the Correction Deed recorded at Reception No.618498 all located in the SW 1/4 of Section 35, Township 13 South, Range 86 W of the Sixth PM, Gunnison County, Colorado being more particularly described as follows:

Beginning at a point on the westerly boundary of Trampe Parcel described in Book 516 Page 494 also being on the easterly right of way line of County Road 317 (Gothic Road) as recorded at Reception No. 00119 and being on the south line of the SW1/4 of said Section 35 from which the southwest Corner of said Section 35 bears N89°43'49"W a distance of 130.05 feet; thence S89°43'49"E a distance of 17.52 feet to a point on the westerly line of the Dyer Subdivision as recorded at Reception No.497990; thence along the westerly, northerly and easterly lines of said Dyer Subdivision the following six (4) courses:

- 1) N00°01'42"W a distance of 15.19 feet,
- 2) N89°58'18"E a distance of 495.36 feet,
- 3) N00°01'42"W a distance of 226.55 feet,
- 4) N61°00'00"E a distance of 416.89 feet, thence departing the northerly line of said Dyer subdivision N00°01'42"W a distance of 466.74 feet to a point on the northerly line of the Trampe Partition Parcel 13 and the southerly line of Spann Parcel 22 as described in Court Decree Amended Order of Partition as recorded in Book 552 at Page 63; thence along the northerly line of said Parcel 13 N90°00'00"W a distance of 302.38 feet to a point on the easterly right of way line of County Road 317 (Gothic Road); thence along said easterly right of way line



as described in deeds recorded at Reception No.474960 and 474961 the following five (5) courses:

- 1) S46°12'21"W a distance of 116.48 feet,
  - 2) S35°50'27"W a distance of 185.49 feet,
  - 3) S35°50'28"W a distance of 88.19 feet,
  - 4) S40°05'13"W a distance of 207.37 feet,
  - 5) S39°55'42"W a distance of 238.91 feet; thence continuing along the easterly line of said right of way and westerly line of said Trampe Partition Parcel 13, 155.77 feet along the arc of a non-tangent curve to the left having a radius of 441.28 feet, a central angle of 20°13'30" and a long chord which bears S16°19'42"W a distance of 154.96 feet to a point which is common to the southwest corner of a parcel of land described in Book 518 at Page 403; thence S00°00'04"W continuing along the easterly right of way of said County Road 317 as recorded at Reception No.00119 and in accordance with Court Decree (Judgment) recorded in Book 516 at Page 494, a distance of 117.72 feet to the Point of Beginning
- Said Parcel as described above contains 10.699 acres, more or less.

All bearings shown hereon are relative to a bearing of N89°43'49"W between a GLO brass cap dated 1939 found at the southwest corner of Section 35 and a 3 ¼ inch aluminum cap stamped 18480 and dated 1995 found at the south quarter corner of Section 35.

Legal Description (Applicant Retained Lands, Easterly Portion of the Proposed West Parcel):

A portion of a parcel of land known as Tract Q of Book 516 Page 474, Parcel 13 of Book 552 Page 63, Parcel 1 of Warranty Deed recorded at Reception No. 570819, Parcel 1 of Quitclaim Deed recorded at Reception No.570822, Parcel 1 of the Correction Warranty Deed recorded at Reception No.584439, Parcel 1 of the Special Warranty Deed recorded at Reception No.612899, and the Correction Deed recorded at Reception No.618498 all located in the SW 1/4 of Section 35, Township 13 South, Range 86 W of the Sixth PM, Gunnison County, Colorado being more particularly described as follows:

Beginning at a point the northerly line of the Dyer Subdivision as recorded at Reception No.497990, being monumented by a No.5 rebar and red plastic cap stamped LS 20133, from which the southwest corner of Section of Section 35 bears S73°09'07"W a distance of 1630.84 feet; thence N61°00'00"E approximately 31.96 feet to the high water line of the Slate River; thence more or less along the wetland boundary on the southerly bank of the Slate River the following six (6) courses:

- 1) N66°34'01"W a distance of 53.68 feet,
- 2) N42°06'22"W a distance of 87.35 feet,
- 3) N52°37'46"W a distance of 40.69 feet,

4) N39°16'35"W a distance of 115.15 feet,  
5) N32°48'09"W a distance of 178.03 feet,  
6) N20°36'39"W a distance of 77.30' to a point on the northerly line of the Trampe Partition Parcel 13 and the southerly line of Spann Parcel 22 as described in Court Decree Amended Order of Partition as recorded in Book 552 at Page 63; thence along the northerly line of said Parcel 13 N90°00'00"W a distance of 244.88 feet; thence departing said northerly line of said Parcel 13 S00°01'42"E a distance of 466.74 feet to a point on the northerly line of said Dyer subdivision; thence along the northerly boundary the following of said Dyer subdivision the following two (2) courses:

- 1) N61°00'00"E a distance of 203.77 feet
- 2) S79°30'09"E a distance of 381.57 feet to the point of beginning.

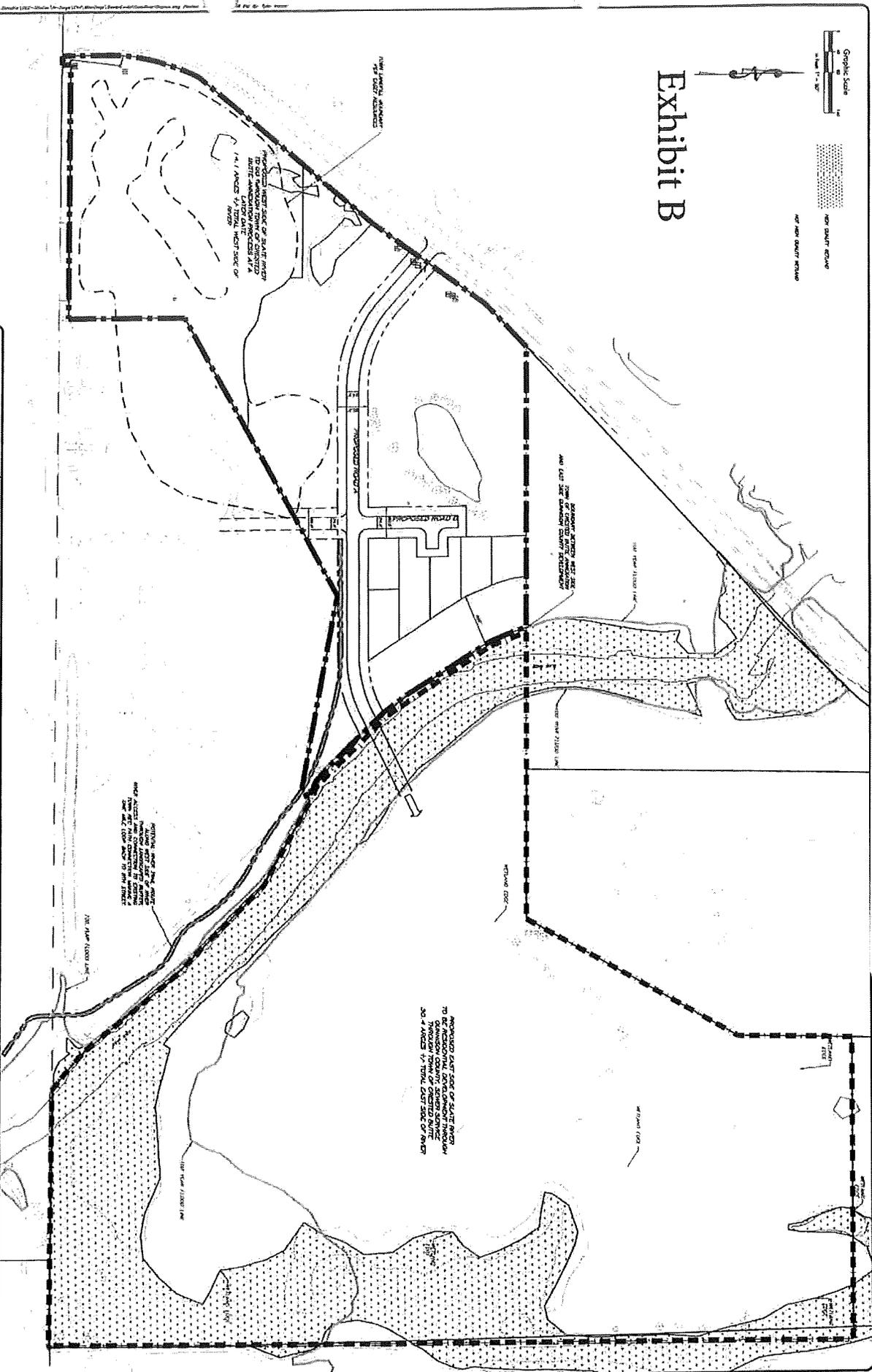
Said Parcel as described above contains 3.458 acres, more or less.

All bearings shown hereon are relative to a bearing of N89°43'49"W between a GLO brass cap dated 1939 found at the southwest corner of Section 35 and a 3 ¼ inch aluminum cap stamped 18480 and dated 1995 found at the south quarter corner of Section 35.

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# Exhibit B

NOT FOR  
 CONSTRUCTION

**SGM**  
 1031 W. Tenth Ave., Suite A  
 Glenwood, CO 81730  
 970.841.5353 www.sgminc.com

State River Development  
 Exhibit B

Sheet	Section	Date	By
1	1		
2	2		

Extension of Sewer Service  
 Property Exhibit

Sheet No.	Section	Date	By
1	1	3/11/2016	
2	2	3/11/2016	



EXHIBIT C

1. Any facts, rights, interests, or claims thereof, not shown by the public records but that could be ascertained by an inspection of the Town Parcels or that may be asserted by persons in possession of the Town Parcels (hereinafter referred to herein as the "subject parcel").
2. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject parcel and not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes and assessments for the year when the subject parcel is conveyed, not yet due or payable.
7. **RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENTS RECORDED NOVEMBER 30, 1885 IN BOOK 45 AT PAGE 305 AND APRIL 15, 1886 IN BOOK 45 AT PAGE 314, AS NOTED ON ALTA/ACSM SURVEY (JOB NO. 2012-208.002) PREPARED BY STEPHEN L. EHLERS, PLS NO. 20133 FOR CYPRESS ACQUISITIONS, LLC OR ITS ASSIGNEE, HSUMY INC., LAND TITLE GUARANTEE COMPANY AND FIRST AMERICAN TITLE INSURANCE COMPANY, DATED JANUARY 17, 2014, LAST REVISED JANUARY 17, 2014.**
8. **ANY RIGHT, TITLE AND INTEREST OF THE UNITED STATES, STATE OF COLORADO OR GENERAL PUBLIC IN THE WATER OF THE SLATE RIVER TRAVERSING A PORTION OF THE SUBJECT PROPERTY, AS NOTED ON ALTA/ACSM SURVEY (JOB NO. 2012-208.002) PREPARED BY STEPHEN L. EHLERS, PLS NO. 20133 FOR CYPRESS ACQUISITIONS, LLC OR ITS ASSIGNEE, HSUMY INC., LAND TITLE GUARANTEE COMPANY AND FIRST AMERICAN TITLE INSURANCE COMPANY, DATED JANUARY 17, 2014, LAST REVISED JANUARY 17, 2014.**
9. **TERMS, CONDITIONS, RESERVATIONS AND AGREEMENTS REGARDING THE RIGHT OF THE PARTIES TO CONSTRUCT DITCHES REASONABLE NECESSARY TO CONVEY WATER AS CONTAINED IN THE FINAL PARTITION OF PROPERTY RECORDED JUNE 28, 1978 IN BOOK 516 AT PAGE 474, AS NOTED ON ALTA/ACSM SURVEY (JOB NO. 2012-208.002) PREPARED BY STEPHEN L. EHLERS, PLS NO. 20133 FOR CYPRESS ACQUISITIONS, LLC OR ITS ASSIGNEE, HSUMY INC., LAND TITLE GUARANTEE COMPANY AND FIRST AMERICAN TITLE INSURANCE COMPANY, DATED JANUARY 17, 2014, LAST REVISED JANUARY 17, 2014.**

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EXHIBIT C

10. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CRESTED BUTTE FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED JANUARY 13, 1995, IN BOOK 758 AT PAGE 689 AND RECORDED JANUARY 13, 1995 IN BOOK 758 AT PAGE 694, AS NOTED ON ALTA/ACSM SURVEY (JOB NO. 2012-208.002) PREPARED BY STEPHEN L. EHLERS, PLS NO. 20133 FOR CYPRESS ACQUISITIONS, LLC OR ITS ASSIGNEE, HSUMY INC., LAND TITLE GUARANTEE COMPANY AND FIRST AMERICAN TITLE INSURANCE COMPANY, DATED JANUARY 17, 2014, LAST REVISED JANUARY 17, 2014.
11. RIGHT OF WAY EASEMENT, 20 FEET IN WIDTH, AS GRANTED TO ATMOS ENERGY IN INSTRUMENT RECORDED AUGUST 29, 2005 UNDER RECEPTION NO. 557487, AS SHOWN ON ALTA/ACSM SURVEY (JOB NO. 2012-208.002) PREPARED BY STEPHEN L. EHLERS, PLS NO. 20133 FOR CYPRESS ACQUISITIONS, LLC OR ITS ASSIGNEE, HSUMY INC., LAND TITLE GUARANTEE COMPANY AND FIRST AMERICAN TITLE INSURANCE COMPANY, DATED JANUARY 17, 2014, LAST REVISED JANUARY 17, 2014.
12. TERMS, CONDITIONS, RESTRICTIONS AND AGREEMENTS AS CONTAINED IN ROAD RESTRICTION AGREEMENT RECORDED JULY 12, 2006 UNDER RECEPTION NO. 566803, AS NOTED ON ALTA/ACSM SURVEY (JOB NO. 2012-208.002) PREPARED BY STEPHEN L. EHLERS, PLS NO. 20133 FOR CYPRESS ACQUISITIONS, LLC OR ITS ASSIGNEE, HSUMY INC., LAND TITLE GUARANTEE COMPANY AND FIRST AMERICAN TITLE INSURANCE COMPANY, DATED JANUARY 17, 2014, LAST REVISED JANUARY 17, 2014.
13. RIGHT OF WAY EASEMENT AS GRANTED TO GUNNISON COUNTY ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED APRIL 26, 2007, UNDER RECEPTION NO. 574656, AS SHOWN ON ALTA/ACSM SURVEY (JOB NO. 2012-208.002) PREPARED BY STEPHEN L. EHLERS, PLS NO. 20133 FOR CYPRESS ACQUISITIONS, LLC OR ITS ASSIGNEE, HSUMY INC., LAND TITLE GUARANTEE COMPANY AND FIRST AMERICAN TITLE INSURANCE COMPANY, DATED JANUARY 17, 2014, LAST REVISED JANUARY 17, 2014.
14. RIGHT OF WAY EASEMENT AS GRANTED TO BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO IN INSTRUMENT RECORDED APRIL 26, 2007, UNDER RECEPTION NO. 574657, AS SHOWN ON ALTA/ACSM SURVEY (JOB NO. 2012-208.002) PREPARED BY STEPHEN L. EHLERS, PLS NO. 20133 FOR CYPRESS ACQUISITIONS, LLC OR ITS ASSIGNEE, HSUMY INC., LAND TITLE GUARANTEE COMPANY AND FIRST AMERICAN TITLE INSURANCE COMPANY, DATED JANUARY 17, 2014, LAST REVISED

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**RECORDING REQUESTED BY:  
WHEN RECORDED RETURN TO:**

Town of Crested Butte  
Attn: Town Clerk  
P.O. Box 39  
Crested Butte, CO 81224

**AMENDMENT TO PRE-ANNEXATION AGREEMENT**

THIS AMENDMENT TO PRE-ANNEXATION AGREEMENT (this "**Amendment**") is made and entered into this 7<sup>th</sup> day of December, 2016 (the "**Effective Date**"), by and between the **TOWN OF CRESTED BUTTE, COLORADO** (the "**Town**"), a Colorado home rule municipality and **CYPRESS FOOTHILLS, LP** ("**Applicant**"), a Texas limited partnership.

**RECITALS:**

A. The Town and Applicant entered into a Pre-Annexation Agreement (the "**Agreement**") dated February 16, 2016 and recorded in the official real property records of the Office of the Clerk and Recorder of Gunnison County, Colorado on March 14, 2016 at Reception No. 638399 whereby the Town gave the right and approval to Applicant to connect the Subject Property (as defined in the Agreement) to the Town's sewer service system pursuant to §13-1-280 of the Crested Butte Municipal Code (the "**Code**").

B. At the Town Council's October 3, 2016 Town Council meeting, the Town Council considered Applicant's request that Applicant be given the right and approval to connect the East Parcel (as defined in the Agreement) of the Subject Property to the Town's water service system pursuant to §13-1-280.

B. Section 13-1-280, as amended by Ordinance 13, Series 2016, authorizes the Town to provide water services outside of the Town's municipal boundaries in certain circumstances following Town Council approval.

C. As part of Applicant's request to be given the right and approval to connect the East Parcel to the Town's water service system, Applicant has agreed, in exchange for such right and approval, to perform certain other obligations relative to the Subject Property as set forth herein.

D. During said Town Council meeting, the Town Council received and considered a Town Staff Report addressing Applicant's request to be given the right and approval to connect the East Parcel to the Town's water service system.

E. Following the Town Council's receipt of Applicant's presentation and consideration of Town Staff's Report, the Town Council considered Applicant's request to be given the right and approval to connect the East Parcel to the Town's water service system and moved to instruct the Town Staff and Town Attorney to prepare an amendment to the Agreement reflecting Applicant's request and including therein such other terms and condition as are deemed necessary and advisable.



F. The Town and Applicant now desire to memorialize the terms and conditions respecting Applicant's request to be given the right and approval to connect the East Parcel to the Town's water service system pursuant to §13-1-280 of the Code, the requirements and conditions in connection with such request and Applicant's performance of certain other obligations relative to the Subject Property as set forth herein.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Applicant agree as follows:

1. **Scope of Amendment; Conflict of Terms.** This Amendment amends and modifies the Agreement, however only to the extent provided herein. In the event of any conflict or inconsistency between any term or condition of this Amendment and any term or condition of the Agreement, this Amendment and the terms hereof shall in all cases prevail, govern and control. This Amendment is supported by the same consideration as the Agreement and the additional consideration as provided herein. Reference herein to the Amendment shall include the Agreement, *mutatis mutandi*, as amended hereby.
2. **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.
3. **Purpose.** The purpose of this Amendment is to set forth certain binding terms and conditions upon which the Town and Applicant agree as respects the discrete subject matters addressed herein.
4. **No Vested Right.** No vested rights or entitlements of any kind whatsoever are being granted or conveyed by the Town to Applicant other than the contractual rights between the parties arising by virtue of this Amendment.
5. **Term; Termination.** This Amendment shall have a term that coincides with Section 4 of the Agreement, with any termination of this Amendment occurring pursuant to the terms of the Agreement. In addition, in the event that the Agreement is terminated, or otherwise becomes null and void pursuant to the Agreement, this Amendment shall automatically terminate (or become null and void) therewith.
6. **Compliance with Law.** When fulfilling its obligations under this Amendment, Applicant shall comply with all relevant laws, ordinances and regulations in effect as of the Effective Date. In addition, Applicant shall be subject to all laws, ordinances and regulations of general applicability that become effective after the Effective Date.
7. **Right and Authority to Connect to Water System; Requirements.** By Applicant's performance of its obligations set forth herein, Applicant shall have the right and authority to connect the East Parcel to the Town's water system pursuant to §13-1-280 of the Code subject to the terms and conditions hereof. As more specifically set forth in Section 7.6 below, Applicant shall have the right to use treated water from the Town for all indoor uses on



the East Parcel, including all indoor uses within up to twenty-three (23) primary residences, up to twenty-three (23) detached accessory dwellings or buildings, and an owners' complex and associated amenities to be owned by the homeowners association for the East Parcel, irrigation and landscaping of all of the 0.46 acre park to be owned by the homeowners association for the East Parcel, irrigation and landscaping of up to 2,500 square feet per residential lot on the East Parcel, and all required fire flows. Upon Applicant's receipt of the Requisite Approval, Applicant and the Town will enter into a water services agreement (the "Water Services Agreement") that will be consistent with the terms and conditions of the Agreement and this Amendment, and that will not impose any additional system development charges, tap fees, assessments, or costs on the Applicant under Chapter 13 of the Code, other than as specified in the Agreement or this Amendment. The Water Services Agreement shall be recorded in the official real property records of the office of the Clerk and Recorder of Gunnison County, Colorado. Applicant's right and authority to connect the East Parcel to the Town's water system shall be conditioned upon compliance with the terms and conditions of the Agreement and this Amendment, including but not limited to the following:

7.1 **Water Rights Dedication.** In exchange for the Town giving Applicant the right and authority to connect the Subject Property to the Town's water system pursuant to §13-1-280 of the Code, upon Applicant's receipt of the Requisite Approval, and immediately after the execution of the Sewer Connection Agreement and Water Services Agreement, Applicant shall convey to the Town (by Special Warranty Deed) interests in the McCormick Ditch in the amounts and priorities described on the attached Exhibit "A" (the "McCormick Ditch Water Rights"), subject to Applicant's reservation of rights as described below. Applicant provides no representations or warranties of any kind regarding the amount of historical consumptive use water or actual available flow rates associated with the McCormick Ditch Water Rights as discussed further in Section 7.2 below, or the amount of water that may be available to change to municipal use. The parties understand the McCormick Ditch Water Rights are currently owned by Verzuh Ranch, Inc., and that Applicant will need to acquire title to the McCormick Ditch Water Rights from Verzuh Ranch, Inc., in order to satisfy the above water rights dedication to the Town. The parties also understand the McCormick Ditch Water Rights were or are used for irrigation on what is known as (or formerly known as) the McCormick Ranch outside and east of the Town boundaries (the "McCormick Ranch"). The Town seeks to change the McCormick Ditch Water Rights in certain amounts, as discussed below, for uses within the Town water system and for Town purposes; and seeks to file a water court case for such changes in December 2016. Therefore, on or before December 15<sup>th</sup>, 2016, Applicant shall acquire authorization and consent from Verzuh Ranch, Inc., in writing and in a form acceptable to Town, which allows the Town's use of the McCormick Ditch Water Rights in the "Change Case" as defined below ("Verzuh Authorization"). Such Verzuh Authorization will provide that the Town has Verzuh Ranch Inc.'s irrevocable authority to file the Change Case with Town as the applicant, and prosecute such application to completion so long as this Amendment is still in effect. Such Verzuh Authorization shall also include an agreement by Verzuh Ranch, Inc. to: (1) cooperate, at no expense to Verzuh Ranch, Inc., with the Change Case; (2) not file a statement of opposition or other opposition to the Change Case; and (3) provide information in its possession, custody, and control as to the use of said McCormick Ditch Water Rights, including internal diversion records, irrigation records, aerial photographs, affidavits, and other available information concerning the historic use of the McCormick Ditch Water Rights. In the event



Applicant does not obtain the Verzuh Authorization by December 15th, 2016, this Amendment shall automatically terminate and be of no further force and effect. In the event the Agreement or this Amendment terminates for any reason and the Applicant's right to connect to the Town's water system becomes null and void, Town will abandon the Change Case and convey or grant any interests, contractual or otherwise, in the McCormick Ditch Water Rights back to Verzuh Ranch, Inc.

7.2 **Water Court Case.** No later than three months after the Verzuh Authorization or conveyance of the McCormick Ditch Water Rights to the Town, whichever comes first, the Town will file a change case in Water Court (the "**Change Case**") to: (a) change the type of uses, places of use and decree an alternate point of diversion at the Town's municipal intake for up to 9 (nine) acre feet of historic consumptive use (the "**HCU**") credit and associated diversion rate amount under the senior Priority 164 of the McCormick Ditch Water Rights as used on the McCormick Ranch; (b) potentially include up to 9 (nine) acre feet of HCU from the senior Priority 164 of the McCormick Ditch Water Rights in a plan for augmentation and/or exchange for Town purposes; (c) quantify the total acre feet of HCU credit associated with the existing and/or potential dry-up of historically irrigated acres under the senior Priority 164 of the McCormick Ditch Water Rights as used on the McCormick Ranch; and (d) change that portion of the senior Priority 164 of the McCormick Ditch Water Rights to be allocated to Applicant (see Section 7.3, below); Applicant shall provide a description of such change for inclusion in the Town's water court application no later than December 15<sup>th</sup>, 2016. The Town will take all reasonable and cost-effective steps to maximize the amount of HCU credit quantified in the Change Case, and Applicant will cooperate with those efforts. Applicant shall not file a statement of opposition or otherwise oppose the Change Case; except that Applicant may intervene at any time if Applicant reasonably believes its reserved rights pursuant to Section 7.3 below are being adversely affected or that this Agreement is or will be violated as it relates to the McCormick Ditch Water Rights under this Section 7. In addition, the Town agrees to keep Applicant reasonably apprised of the status of the Change Case and provide copies to Applicant of all pleadings and other documents filed in the Change Case. Applicant does not warranty or make any representation as to the amount of HCU credit, if any, the Town may be able to quantify and decree in the Change Case; and similarly, the Town provides no representations or warranties of any kind regarding the amount of historical consumptive use water that may be quantified or obtained in the Change Case, or the amount of historical consumptive use water that may be available to allocate to Applicant for its purposes. Applicant shall execute any documents, affidavits or covenants required by the Town, the water court, and/or the Division of Water Resources to memorialize, delineate, map and effectuate the dry up of any portions of the McCormick Ranch required to generate and quantify the HCU credit available for transfer, provided that Applicant is the appropriate party to execute such documents, affidavits, or covenants, and provided further that such documents affidavits, or covenants do not increase Applicant's obligations under this Amendment or result in any expense to Applicant.

7.3 **Applicant's Reservation of Rights.** Following entry of a final, non-appealable water court decree in the Change Case, the Town shall allocate the average annual HCU credit quantified by the court as follows: the Town shall receive the first six (6) acre feet of decreed HCU credit; Applicant shall receive the next six (6) acre feet of HCU credit; the Town and Applicant shall share equally in the next six (6) acre feet, i.e., any HCU credit from



12-18 acre feet shall be split 50/50; and Applicant shall receive any HCU credit in excess of 18 acre feet. Each party shall receive a proportionate share of the flow rates associated with the McCormick Ditch Water Rights commensurate with its HCU credit allocation. If the quantity of water physically and legally available for diversion at any given time under the McCormick Ditch Water Rights is less than 100%, the flow rates associated with the McCormick Ditch Water Rights shall be administered in strict priority, and the flow rates associated with the senior Priority 164 shall be operated between the parties commensurate with the allocation method for the decreed HCU credit described above, i.e., the Town shall receive the flow rate associated with its 6 acre feet first, Applicant shall receive the flow rate associated with its 6 acre feet second, etc.<sup>1</sup> Nothing in this paragraph shall prevent either party from taking any portion of the available flow that is not being taken by the other party at that point in time. Each party will be allocated, and responsible for complying with, a proportionate share of any diversion limits, return flow obligations, or other related terms and conditions of the final decree. Each party shall receive the exclusive right and entitlement to claim and enforce dry-up on the acres associated with its HCU credit allocation. Existing dry-up acres shall be assigned to the first HCU credits, and future dry-up acres shall be assigned to the later HCU credits. The Town shall cause a map to be prepared delineating the locations of the dry-up areas assigned to the Town and Applicant, in a manner that is consistent with this paragraph. Once the Change Case is completed and the allocation is made, the Town shall promptly convey Applicant's allocated interest in the McCormick Ditch Water Rights and HCU credits by Special Warranty Deed, together with all appurtenances to Applicant, or, at Applicant's written direction, to Applicant's designee or assign. Thereafter, Applicant agrees to not "call" for its McCormick Ditch Water Rights so as to prevent or curtail the Town from exercising its changed or exchanged McCormick Ditch interest at the Town municipal intake on Coal Creek. This restriction shall bind and run with Applicant's interest in the McCormick Ditch Water Rights. The Town shall not file a statement of opposition or otherwise oppose any future water court case changing the Applicant's interest in the McCormick Ditch Water Rights; except that Town may intervene at any time if Town reasonably believes its interests in the McCormick Ditch Water Rights are being adversely affected or that this Agreement is or will be violated as it relates to the McCormick Ditch Water Rights under this Section 7. In addition, in the event of such future change case involving the McCormick Ditch Water Rights, the Applicant agrees to keep the Town reasonably apprised of the status of the water court case and provide copies to the Town of all pleadings and other documents filed in the case.

7.4 *Water Court Case Costs.* Applicant and the Town agree to split the first \$50,000.00 of costs and expenses incurred by the Town in pursuing the Change Case. Applicant shall reimburse to Town, within 30 days of invoicing, all fees, costs and expenses to file and prosecute the Change Case up to a maximum amount not to exceed \$25,000.00.

<sup>1</sup> For example, if the Court decrees 9 acre feet of HCU credit under Priority 164 of the McCormick Ditch (decreed for 0.64 c.f.s.), the Town will receive 6 acre feet and a corresponding 66.5% of the flow rate, or 0.426 c.f.s.; and Applicant will receive 3 acre feet and a corresponding 33.5% of the flow rate, or 0.214 c.f.s. If the flow rate in the Ditch is only 0.5 c.f.s., then Town shall be entitled to the first 0.426 c.f.s., and Applicant shall be entitled to the remainder 0.074 c.f.s., until the Town has diverted a volume of water that corresponds with 6 acre-feet of consumptive use credit.



7.5 **Water Infrastructure.** At the time Applicant submits its preliminary plan as part of the County Application, Applicant shall also submit to the Town its plan for connecting the East Parcel to the Town's water system and its plan for constructing Road A on the West Parcel according to the Town Specifications. Applicant shall be responsible for the installation of all utility infrastructure necessary to connect the Town's water systems to the East Parcel pursuant to and in accordance with the terms and conditions of a standard development improvements agreement to be executed by Applicant upon receipt of the Requisite Approval that is (a) substantially similar to the development improvement agreements the Town has previously used, and (b) not inconsistent with this Amendment. Such infrastructure shall be constructed in accordance with the Town Specifications, dedicated to the Town, and maintained by the Town following acceptance thereof, subject to a two-year warranty by the Applicant. Applicant shall pay the cost and expense of the Town's review and acceptance of the utility infrastructure.

7.6 **Treated Water Service.** The Town will provide treated water service to the East Parcel for all uses approved by Gunnison County in the Requisite Approval, including all indoor uses on the East Parcel, such indoor uses to include use within up to twenty-three (23) homes of 5,000 square feet, up to twenty-three (23) detached accessory dwellings or buildings of 750 square feet or less, and an owners' complex and associated amenities to be owned by the homeowners association for the East Parcel; irrigation and landscaping of all of the 0.46 acre park to be owned by the homeowners association for the East Parcel; irrigation and landscaping of up to 2,500 square feet per residential lot on the East Parcel (such allowance not to be combined or cumulated); and all required fire flows. Applicant understands and agrees that the Town will be the sole provider of treated water to the East Parcel and that Town shall not be obligated to provide more than the total number of equivalent residential units (EQRs) represented by such above development, as converted to gross maximum and average water demands and depletions using Town water engineering assumptions and standards. The treated water to be delivered by the Town under the terms of this Amendment may be used for all lawful in-building residential purposes and normal and reasonable outside irrigation of trees, lawns and gardens, such outdoor irrigation or landscaping area not to exceed irrigation of the 0.46 acre park to be owned by the homeowners association for the East Parcel, plus an additional 2,500 square feet per residential lot with treated water; such treated water further subject to all Town water-related ordinances and policies now or then in effect, and which are equally applicable to residents of Town. The recording of this Amendment and/or the Water Services Agreement will constitute a covenant running with the land restricting the use of treated water delivered hereunder to the terms and conditions contained in this Amendment and/or Water Services Agreement, and to all Town ordinances and policies now or in the future in effect, which are equally applicable to residents of Town, and the limitation to no more than the irrigation of the 0.46 acre park to be owned by the homeowners association for the East Parcel, plus an additional 2,500 square feet of lawn and garden irrigation per residential lot by drip or sprinkler irrigation means. The treated water to be delivered by the Town under the terms of this Amendment shall be used consistent with all Town water-related ordinances and policies now or then in effect, provided that such water-related ordinances and policies are equally applicable to all residents of the Town.



7.7 *Use of Raw Water for Outside Uses.* Applicant understands and agrees that the Town will not provide any raw water for irrigation or other uses. Nothing in this Amendment or the Agreement will prevent Applicant from seeking separate, additional raw water if it desires. Any and all raw water use on the Subject Property will be in accordance with Colorado water law governing the appropriation and use of water, provided, however that if Applicant seeks to change or develop any additional water rights or supplies, the Town may take such actions as it deems appropriate to protect its own water rights and supplies so long as any such actions are consistent with the Town's obligations under the Agreement and this Amendment. There will be no cross-connections of the Applicant's raw water supplies or infrastructure to the Town's treated water system. All backflow prevention devices shall be installed and inspected according to Town Code. Applicant will demonstrate in its plans, to the satisfaction of the Town, and be responsible for, the proper installation, maintenance and testing of required backflow prevention devices and for assuring that unprotected cross-connections, structural or sanitary hazards do not exist on the East Parcel. Applicant's water systems (for both treated and raw water) will be available for inspection as provided in the Code, to authorized Town Representatives to determine whether cross-connections or other structural or sanitary hazards exist, and to confirm that no treated municipal water is being used for outdoor irrigation or aesthetic purposes other than as provided herein.

7.8 *Tap Fees, System Development Fees, Availability of Service Fee.* As further set forth in Section 9.7 below, all tap fees, system development fees, availability fees and service charges, now or later in effect, and equally applicable to residents of Town, for treated water service will be assessed and determined utilizing the Town's applicable fees and rates at the time of application for a building permit for the structure for which service is sought. No water service will be provided to any structure absent payment of the appropriate fee and charges. Such fees and charges shall be paid to the Town at the time of building permit submittal to the County. The Town Public Works Department will determine scheduling of all physical taps or connections to the main lines, which scheduling will be done in accordance with then applicable Code, rules, regulations, standards and policies of the Town. Applicant understands and agrees it obligation to pay to the Town an availability fee according to Code 13-1-160 for each building site during the period of time in which the building sites are not connected to the Town water and sewer lines. The availability of service fee charges will commence and begin to accrue at the time of acceptance of water system infrastructure. Applicant understands that the Town is under no obligation to reimburse these or any applicable fees.

7.9. *Limitations on Provision of Water Service.* This Amendment is for the supply of treated water service as herein described and no expansion of uses, connections, or water service beyond those set forth herein is in any way authorized by this Amendment. The Town is not by this Amendment representing its ability to provide treated water service to any use or structure except as provided herein. Applicant understands and agrees that the Town's water supply is dependent upon sources from which the supply is variable in quantity and quality and beyond the Town's reasonable control; therefore, no liability will attach to the Town under this Agreement on account of any failure to accurately anticipate availability of water supply or because of an actual failure of water supply due to inadequate runoff, poor quality, failure of infrastructure, drought, or other occurrence beyond the Town's reasonable control. The Town agrees that it shall not treat actual or potential water users on the East Parcel any differently than



it treats actual or potential water users within the Town's municipal boundaries, except as set forth herein.

8. **Additional Requirements in Exchange for Right and Authority to Connect.**

In exchange for granting Applicant the right and authority to connect to the Town's water system, Applicant shall comply with the following additional requirements:

8.1 ***Irrigation of Town Parcels.*** Upon and in coordination with the construction of Eighth Street as contemplated in Section 6.4.12 of the Agreement, Applicant shall cause the delivery of raw water from the McCormick Ditch to the Town Parcels via underground pipe, appurtenances and related facilities (the "**Town Parcel Irrigation Facilities**") to be constructed by either Applicant or the Town pursuant to the Agreement. The design, location and construction of the Town Parcel Irrigation Facilities shall be in accordance with the Town Specifications and shall be approved in advance by the Town, such approval to not be unreasonably withheld. Such Town Parcel Irrigation Facilities shall be designed and constructed at Applicant's sole cost and expense. Following dedication to and acceptance thereof by the Town, the Town shall maintain the same provided that Applicant shall provide a two-year warranty on the materials and workmanship of such Town Parcel Irrigation Facilities. Such additional terms and conditions reflecting the Town Parcel Irrigation Facilities' design, installation and construction shall be included in the Sewer Connection Agreement and the development improvements agreement contemplated in Sections 6.1.2 and 6.4.14 of the Agreement, provided that such additional terms and conditions (a) shall be substantially similar to the terms and conditions of sewer connection agreements and development improvement agreements the Town has previously used and (b) shall not be inconsistent with this Amendment.

8.2 ***Voluntary Declaration of Covenant.*** Upon Applicant's receipt of the Requisite Approval, Applicant shall record a declaration of covenant (the "**Declaration of Covenant**") encumbering all lots located on the East Parcel. The Declaration of Covenant shall be in substantially the same form as **Exhibit "B"** attached hereto.

8.3 ***Wood Burning Stove Requirements.*** All solid-fuel burning devices as defined in Chapter 18, Article 8 of the Code located on the East Parcel shall conform to the requirements of such Article 8, as amended and modified from time to time. The Town shall have the right to inspect compliance with and enforce such requirements in accordance with the Code.

8.4 ***Grant Applications.*** Applicant grants the Town the right to, and shall use all reasonable good faith efforts to assist the Town in, applying for grant funding for and allowing the design of, affordable housing on Town Parcel 3 and an emergency services center on Town Parcel 1. Applicant agrees to party with the Town and provide consent if necessary on any grant applications. Applicant agrees to allow the Town and associated parties to prepare site specific designs for new facilities and structures. Applicant's obligations under this Section 8.4 shall not require Applicant to incur any cost or expense and shall not be inconsistent with any other provision of this Amendment.



9. Other Amendments to Agreement.

9.1 Section 6.4.3 of the Agreement shall be revised to read as follows:

“Town Parcel 1, Town Parcel 2 and Town Parcel 4 shall be conveyed to the Town without any financial consideration. Town Parcel 3 shall be conveyed to the Town for \$350,000.00, which amount is a portion of the anticipated costs of obtaining the No Action Determination.”

9.2 The first sentence of Section 6.4.4 shall be revised to read as follows:

“The Deed of Conveyance shall require the Town to refrain from any uses of the Town Parcels affected by the Old Town Landfill that may disturb any cap associated with the approved cleanup, and abide by any other controls and conditions contained in the No Action Determination.”

9.3 Section 6.4.12 of the Agreement shall be revised to add a final sentence to this section which shall read as follows:

“Once the parties have agreed upon the construction of Eighth Street pursuant to Section 6.4.12, Applicant shall enter into a standard development improvements agreement with the Town that is (a) substantially similar to the development improvement agreements the Town has previously used, and (b) not inconsistent with this Amendment. All infrastructure constructed pursuant to such development improvements agreement shall be constructed in accordance with the Town Specifications, dedicated to the Town, and maintained by the Town following acceptance thereof, subject to a two-year warranty by the Applicant.”

9.4 Section 6.4.1.2 of the Agreement shall be revised to read as follows:

“Town Parcel 1 shall be zoned “P” Public. Any emergency services center to be located on the Town Parcels shall be located only on Town Parcel 1. No building constructed on Town Parcel 1 shall exceed 30 feet in height. The Town shall not develop the pond wetlands located within Town Parcel 1, other than as related to the extension of Road B, or for the temporary storage of irrigation water. In the event the Town uses the pond wetlands for the storage of irrigation water, it shall keep the pond full during the irrigation season and maintain the pond in a neat and attractive condition so that it serves as an aesthetic amenity for the Town Parcels and residential lots on the Applicant Retained Lands. In order to maintain the pond, the Town will periodically drain and/or clean the pond in order to keep the pond from gaining unreasonable amounts of sediment.

9.5 Section 6.4.1.6 of the Agreement shall be revised to read as follows:

“Within two years of annexation, Applicant will construct a river trail along with west bank of the Slate River through the West Parcel as shown on Exhibit B (the “River Trail”) in order to provide potential connectivity to the existing Rec Path south and east of the Subject Property. Concurrently, with the construction of the River Trail, or sooner if



Applicant so desires, Applicant will construct fencing between the River Trail and the Town's Public Works Yard. Applicant shall choose the design, style, and material for such fencing, but Applicant shall consult with the Town to ensure that the final design, style, and materials selected for this fencing are reasonably sufficient to create a distinct barrier between the River Trail and the Public Works Yard that is no less secure than a chain link fence six feet in height. In addition, in order to provide boater access to the Slate River from its west bank, immediately north of the Road A bridge (the "**Boat Launch**"), and on the Slate River as it flows through the Property, Applicant and the Town shall enter into a boater access easement agreement concurrently with the conveyance of the Town Parcels memorializing such access in perpetuity. This easement agreement will address the terms and conditions for boater access to the Slate River as it flows through the Property as well as associated uses of the Boat Launch, including but not necessarily limited to, other permissible recreational uses of the Boat Launch and vehicular access to and from the Boat Launch. Finally, Applicant reserves the right, in its sole discretion, and at its sole expense, to require that the Town install odor controls on the wastewater treatment plant, as contemplated by the Public Works Facility Master Plan prepared by JVA, Incorporated, or as otherwise agreed to by the parties. Such odor control mitigation work shall be performed by the Town and/or its contractors.

9.6 Section 6.4.9 of the Agreement shall be revised to read as follows:

"The Town shall cooperate with Applicant to ensure compatible development and appropriate buffering between development of the East Parcel and the Applicant Retained Lands, on the one hand, and the Town Parcels and any Town properties, on the other hand. Development of the Town Parcels shall not compete from a market perspective with Applicant's residential development on the East Parcel and the Applicant Retained Lands, and the Town and Applicant shall cooperate with respect to the placement of Applicant's signage at agreed upon locations on the West Parcels. Immediately after Applicant obtains the Requisite Approval, the Town shall reasonably permit the installation of (a) temporary signage along Gothic Road (in a form reasonably acceptable to Applicant and the Town); and (b) buffers, and other mitigation measures at Applicant's expense on the West Parcel and on Town property around the Town Public Works Yard as contemplated in the Town Public Works facility master plan, or as otherwise agreed to by the Town Manager. Applicant's temporary signage along Gothic Road shall ultimately be replaced by permanent signage along Gothic Road (in a form reasonably acceptable to Applicant and the Town) pointing the way to Applicant's subdivision. Applicant shall have the right to erect permanent "entry feature" signage on the bridge across the Slate River, all property to be retained by Applicant adjacent thereto, as well as any additional signage Applicant desires on the East Parcel."

9.7 Sections 6.4.16, 6.4.17, and 6.4.19 of the Agreement shall be revised to read as follows:

"6.4.16 Applicant shall be responsible to pay availability fees for water and sewer service in accordance with Section 13-1-160 of the Code (the "**Availability Fees**"). Applicant shall pay all Availability Fees for the East Parcel and Applicant Retained Lands upon the Town's acceptance of all water and wastewater infrastructure.



6.4.17 Pursuant to Section 13-1-280 of the Code, tap fees for water and sewer service for residential lots on the East Parcel will be one and one half times (1.5x) per EQR of the in-Town rate (the "Tap Fees") as of the date of building permit application for such lot seeking service. The one half times (1.5x) multiplier will not be subject to change.

6.4.18 Monthly service fees for residential lots on the East parcel (the "Service Fees") will be two times (2x) per EQR of the in-Town rate pursuant to Section 13-1-280. The (2x) per EQR multiplier will not be subject to change, however, such monthly fees will be amended by the Town from time to time."

9.8 Section 6.4.10 of the Agreement shall be revised to read as follows:

"Lot lines on the East Parcel may extend to wetland boundaries, provided however that Applicant shall observe a 50-foot building setback from all high-quality wetlands on the East Parcel, and Applicant shall observe a 25-foot building setback from all low-quality wetlands on the East Parcel."

10. Service Lines. The installation, maintenance, repair and upgrade of all service lines (as defined in Section 13-1-40 of the Code), including that portion which traverses public property, shall be the sole and absolute responsibility of Applicant and the individual property owners of the Subject Property, at the same's sole cost and expense, except that water meters may only be maintained, repaired or replaced by the Town according to Section 13-1-220 of the Code.

11. Easements. Applicant shall obtain at its own cost and expense and shall convey in perpetuity to the Town as-built, non-exclusive easements for all water mains, sewer mains, lines, tanks, pump houses and other water and sewer facilities constructed under this Amendment and the Agreement located on or adjacent to the Subject Property, along with all necessary access easements for maintenance, upgrade and repair purposes. Unless otherwise approved by the Town, all such easements will be a maximum of thirty feet (30') in width unless a maximum width of thirty-five feet (35') is necessary to accommodate the parallel installation of water and sewer lines. Such easements shall be shown on the Final Plat of the subdivision of the East Parcel if and when approved by Gunnison County and where appropriate, in the reasonable determination of the Town, memorialized in separate grants of easements instruments.

12. Water and Sewer Service Subject to the Town's Charter, Codes, Rules, Regulations and Policies. All water and sewer service provided by the Town to Applicant and its assigns or successors in interest, in whole or in part, will be subject to, all provisions of the Code and the rules, policies or regulations of the Town now in effect or as may be hereafter adopted as to provision of water and sewer service by the Town, provided that all such provisions of the Code and such rules, policies and regulations are equally applicable to all residents of the Town.

13. Costs and Expenses. Except where the responsibility is otherwise assigned to a party in this Amendment or the Agreement, all costs and expenses associated with a particular performance item shall be the sole and absolute responsibility of Applicant.



14. **Enforcement.** The parties, their assigns or successors in interest, in whole or in part, to this Amendment and the Agreement recognize and agree that the damages flowing from any violation of the Amendment or the Agreement are irreparable, and there may be no adequate remedy at law for such violations. Accordingly, in addition to any other rights that may be available to them in law or equity, each party has the right to specifically enforce the Amendment and the Agreement against the other party, their assigns or successors in interest, in whole or in part, by seeking injunctive relief in the District Court in and for Gunnison County, Colorado. All remedies are cumulative and may be applied concurrently.

15. **No Waiver.** Applicant acknowledges and agrees that the Town is relying upon, and does not waive or intend to waive by any provision of this Amendment, the monetary limitations (currently \$350,000.00 per person and \$990,000.00 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the parties, their officers, or their employees.

16. **TABOR; Colorado Constitution, Article X, Section 20.** Notwithstanding any other provision in this Amendment to the contrary, the parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("**TABOR**"). (a) The parties do not intend to violate the terms and requirements of TABOR by the execution of this Amendment. (b) It is understood and agreed that this Amendment does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Amendment to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the parties' current fiscal period ending upon the next succeeding December 31. (c) Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available in accordance with ordinances and resolutions of the Town and other applicable law. (d) Nothing contained in this Amendment shall constitute a pledge of the full faith and credit of the general tax revenues, funds or moneys of the Town except the amount appropriated for the purpose of making payments hereunder during the current fiscal year. (e) The Town's obligation to pay \$350,000 to Applicant in exchange for the conveyance of Town Parcel 3 is subject to annual renewal and such obligation to pay shall be terminated upon the occurrence of an event of non-appropriation and, in such event, (i) The Town shall not be obligated to pay \$350,000 for the conveyance of Town Parcel 3, and (ii) Applicant shall not be obligated to convey Town Parcel 3.

17. **Cooperation; Other Documentation; Instruments.** The parties shall reasonably cooperate with each other in order effect the transactions contemplated in this Amendment. The parties shall give, enter into, execute and approve such additional agreements, corporate approvals and instruments as are necessary and appropriate to effect such transactions.

18. **Assignment; Assumption.** Applicant's rights and obligations under paragraphs 7.2 and 7.3 shall be absolutely assignable by Applicant without the approval of the Town Council, written or otherwise, including but not limited to (a) Applicant's right to be reasonably apprised of the status of the Change Case and to be provided with copies of pleadings and other documents filed in the Change Case and (b) Applicant's right to have the Town convey



Applicant's allocated interest in the McCormick Ditch Water Rights and HCU credits by Special Warranty Deed, together with all appurtenances. All other rights and obligations contained in this Amendment may be assigned or transferred by Applicant only upon written consent approved by resolutions of the Town Council, which such consent shall not be unreasonably withheld. Any transfer or assignment without written consent, where such consent is required, shall be void *ab initio*. Upon any proper assignment or transfer hereunder, the assignee or transferee shall assume all the rights and obligations, as applicable, of Applicant hereunder.

19. **Authority.** The person executing this Amendment on behalf of Applicant does hereby covenant and warrant that as to Applicant, such person is duly authorized and has full right and authority to enter into this Amendment and that the person signing on behalf of Applicant is authorized to do so.

20. **Waiver of Defects.** In executing this Amendment, the parties waive all objections they may have over defects, if any, in the form of this Amendment, the formalities for execution, concerning the power of the Town to impose the conditions on Applicant as set forth herein, or over the procedure, substance or form of the resolutions adopting this Amendment.

21. **Entire Agreement.** This Amendment supersedes and controls all prior written and oral agreements and representations of the parties with respect to the subject matters addressed herein and represents the total integrated agreement between the parties with respect to such subject matters.

22. **Modification.** This Amendment shall not be amended or modified, except by subsequent written agreement of the parties approved by resolutions of the Town Council.

23. **No Waiver.** A waiver of any right or remedy on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any other occasion.

24. **General Release.** It is expressly understood that the Town cannot be legally bound by the representations of any of its elected officials, officers, employees, agents, representatives and attorneys or their designees, except in accordance with Town ordinances, the Code and the laws of the State of Colorado, and that Applicant, when dealing with the Town, acts at its own risk as to any representation or undertaking by the Town, its elected officials, officers, employees, agents, representatives, and attorneys or their designees, which is subsequently held unlawful by a court of law; provided, however, this paragraph shall not be construed to limit the rights and remedies of the parties otherwise provided by law, including under equitable doctrines such as estoppel.

25. **Notices.** Any notice or other information required by this Amendment to be sent to a party shall be sent by facsimile, e-mail, overnight courier or certified mail to the following:

Cypress Foothills, LP  
Attention: Cameron Aderhold  
8343 Douglas Ave., Suite 200  
Dallas, Texas 75225



Facsimile: 214-283-1600  
[cameron.aderhold@cypressequities.com](mailto:cameron.aderhold@cypressequities.com)

with a copy to:

Cypress Foothills, LP  
Attention: Brian Parro  
8343 Douglas Ave., Suite 200  
Dallas, Texas 75225  
Facsimile: 214-283-1600  
[brian.parro@cypressequities.com](mailto:brian.parro@cypressequities.com)

with a copy to:

Law of the Rockies  
Attention: Marcus J. Lock  
525 North Main Street  
Gunnison, Colorado 81230  
Facsimile: 970-641-1943  
[mlock@lawoftherockies.com](mailto:mlock@lawoftherockies.com)

Town of Crested Butte  
Attention: Michael Yerman  
507 Maroon Avenue  
P.O. Box 39  
Crested Butte, Colorado 81224  
Facsimile: 970-349-6626  
[myerman@crestedbutte-co.gov](mailto:myerman@crestedbutte-co.gov)

with a copy to:

J. D. Belkin & Associates, LLC  
Attention: John Belkin, Town Attorney  
502 Whiterock Avenue, Suite 200  
P.O. Box 2919  
Crested Butte Colorado 81224  
Facsimile: 970-497-4401  
[jbelkin@jbelkinlaw.com](mailto:jbelkin@jbelkinlaw.com)

Notice shall be effective when actually received by the party intended to be notified.

26. **Voluntary Agreement.** Applicant's continued compliance with all of the terms and conditions of this Amendment on a voluntary and contractual basis is a condition of its right to connect to the Town's water system.



27. **Attorneys' Fees; Costs.** Should this Amendment become the subject of a dispute between the Town and Applicant, the substantially prevailing party shall be entitled to reasonable attorneys' fees, costs, and expenses incurred in such dispute.

28. **Governing Law; Venue.** This Amendment and all rights conferred and obligations imposed hereunder shall be interpreted and construed in accordance with the laws and internal judicial decisions of the State of Colorado. The sole venue in any dispute shall be the District Court for Gunnison County, State of Colorado.

29. **No Third Party Beneficiary.** The parties intend no third party beneficiaries to this Amendment, and none shall be permitted hereunder.

30. **Recording.** Upon execution, Applicant shall record this Amendment in the Office of the Gunnison County Clerk and Recorder. The benefits and burdens of this Amendment shall run with the Subject Property and be binding upon the parties' successors and assigns. In the event this Amendment becomes null and void for any of the reasons set forth herein, the parties agree to execute and record a notice of termination of this Amendment and, in addition, if necessary to remove this Amendment as an exception to title to the Subject Property.

31. **Electronic Reproductions; Counterparts.** For purposes of enforcement of terms of this Amendment, electronic reproductions of this Amendment shall be deemed to be originals. This Amendment may be executed in multiple counterparts, each of which, when taken together shall constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank;  
Signature Page(s) to Follow]*





EXHIBIT "A"

McCormick Ditch Water Rights

(a) 0.64 cubic feet of water per second of time decreed to the McCormick Ditch, being Ditch No. 168, Priority Number 164, in Civil Action No. 1325, in District Court, Gunnison County, Colorado, September 14, 1906, with an appropriation date of June 1, 1903, inclusive of 0.36 c.f.s. out of the 0.5 c.f.s. that was changed to add domestic and municipal uses by judgment and decree entered November 22, 1972, in Case No. W-578, District Court, Water Division No. 4, and which change was confirmed by the Order entered December 14, 1984, in Case No. 83CW20, District Court, Water Division No. 4.<sup>2</sup> The decreed point of diversion of the McCormick Ditch is located at a point whence the northeast corner of Section 3, Township 14 South, Range 86 West, 6<sup>th</sup> P.M., bears North 67 degrees East 890 feet;

(b) 1.853 cubic feet of water per second of time decreed to the McCormick Ditch, being Ditch No. 168, Priority Number 533, in Civil Action No. 5590, in District Court, Gunnison County, Colorado, January 27, 1961, with an appropriation date of June 1, 1903. The decreed point of diversion of the McCormick Ditch is located at a point whence the northeast corner of Section 3, Township 14 South, Range 86 West, 6<sup>th</sup> P.M., bears North 67 degrees East 890 feet; and

(c) 1.0 cubic feet of water per second of time decreed to the McCormick Ditch, being Ditch No. 168, Priority Number 558, in Civil Action No. 5590, in District Court, Gunnison County, Colorado, January 27, 1961, with an appropriation date of April 1, 1952. The decreed point of diversion of the McCormick Ditch is located at a point whence the northeast corner of Section 3, Township 14 South, Range 86 West, 6<sup>th</sup> P.M., bears North 67 degrees East 890 feet.

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<sup>2</sup> The Town of Crested Butte claims the remaining 0.14 c.f.s. out of the 0.5 c.f.s. by virtue of a Special Warranty Deed between Verzuh and the Town, dated 8-7-2000, and subsequent change case for the 0.14 c.f.s. interest in Case No. 02CW63, Division 4 Water Court.



**EXHIBIT "B"**

**RECORDING REQUESTED BY:  
WHEN RECORDED RETURN TO:**

Town of Crested Butte  
Attn: Town Clerk  
P.O. Box 39  
Crested Butte, CO 81224

**DECLARATION OF COVENANT**

THIS DECLARATION OF COVENANT (this "**Covenant**") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Effective Date**") by CYPRESS FOOTHILLS, LP ("**Owner**"), a Texas limited partnership.

**RECITALS:**

A. Owner is the fee title owner of that certain real property described in **Exhibit "1"** attached hereto (the "**Property**").

B. Owner has obtained from the Town of Crested Butte, Colorado (the "**Town**"), a Colorado home rule municipality, the right and approval to connect the Property to the Town's water service system pursuant to §13-1-280 of the Crested Butte Municipal Code (the "**Code**") under a Pre-Annexation Agreement dated February 16, 2016 and recorded in the official real property records of the Office of the Clerk and Recorder of Gunnison County, Colorado on March 14, 2016 at Reception No. 638399, as amended and modified by an Amendment to Pre-Annexation Agreement dated \_\_\_\_\_, 20\_\_ and recorded in the official real property records of the Office of the Clerk and Recorder of Gunnison County, Colorado on \_\_\_\_\_, 20\_\_ at Reception No. \_\_\_\_\_ (collectively, the "Pre-Annexation Agreement").

C. In exchange for the Town allowing Owner to connect the Property to the Town's water service system pursuant to §13-1-280 of the Code, Owner has agreed and desires to impose a transfer fee expressed as a percentage of the value of each future transfer of any portion of or interest in the Property as set forth and determined according to the provisions contained herein.

D. Because such water service benefits will be needed as and to the extent that the Property is developed and transferred, and its value to future owners will be reflected in future property values, Owner has determined that it is reasonable and appropriate to impose a transfer fee expressed as a percentage of the value of each future transfer of any portion of or interest in the Property as set forth and determined according to the provisions contained herein.

E. The rate, exemptions, and other attributes of such transfer fee have been determined as set forth in this Covenant.

F. The transfer fee provided for herein shall be payable to the Town as described herein.



G. Each person acquiring any interest in any portion of the Property, as an essential condition of any conveyance to such person, shall be deemed for all purposes to have assented and agreed to the provisions of this Covenant; and shall hereby have waived any right to challenge or contest the provisions hereof or to seek any refund or abatement of the fee payable hereunder. The provisions of this Covenant shall run with the Property and be binding on all persons who hereafter acquire any interest in the Property.

#### COVENANT:

Owner hereby covenants and agrees, and binds encumbers the Property as follows:

1. **Covenant.** Owner hereby covenants and agrees that, there is hereby imposed a fee on all transfers by, without limitation, deeds, instruments, writings, certain leases and any other instruments by which any lands, tenements or other interests in the Property or any portion or interest therein are sold, granted, assigned, transferred or otherwise conveyed to or vested in a purchaser or transferee thereof, or any person, except as may be expressly exempt herein.

2. **Persons Liable for Fee.** Any seller or any other person who transfers any interest in the Property or any portion or interest therein which is subject to the fee imposed herein, and any purchaser or any other person to whom such a transfer is made, shall be jointly and severally liable for payment of the fee.

3. **Fee Due on Transfer.** Unless exempt hereunder, the fee is due on transfer of the property or any portion thereof.

4. **Definitions.** The following words and phrases, as used herein, shall have the following meanings:

**"Artifice or device"** means any transaction or transactions the substantial purpose of which is to evade the provisions of this Covenant and the imposition of the fee hereunder, including but not limited to the transfer to a corporation, partnership, limited partnership, joint venture, business trust or other association or organization together with the intent to ultimately assign the controlling interest in such association or organization.

**"Consideration"** means and includes actual cash paid and/or value of the property delivered, or contracted to be paid or delivered, in return for the transfer of ownership or title to real property (but not personal property), and shall include the amount of any lien, mortgage, contract indebtedness or other encumbrance, either given to secure the purchase price or any part thereof, or remaining unpaid on the property at the time of the sale. The term does not include the amount of any outstanding lien or encumbrance in favor of the United States, the State or quasi-government corporation or district for taxes, special benefits or improvements. In the event the transaction or transfer is by lease or similar agreement not specifically exempted herein, consideration means the capitalization of ten percent (10%) of the average annual rental over the entire term of the lease, including any renewal term, plus the actual consideration, if any, other than rent, paid or to be paid.



**“Deed in lieu of foreclosure”** means a conveyance by a property owner to a secured party or wholly owned subsidiary of the secured party of property which is the subject of a mortgage, deed of trust or other security instrument in consideration of the cancellation of all or part of the indebtedness secured by such security instrument or release of the debtor or guarantor from any personal liability of such indebtedness.

**“Fee”** means the transfer fee imposed by this Covenant, which the Owner agrees is a “charge” for purposes of collection under Section 4-8-10 of the Town Code and C.R.S. §§ 31-20-105 and 106.

**“Financial institution”** means, for purposes hereof, an insured bank, commercial bank or trust company or credit union.

**“Real property”** means real property as defined by and under the laws of the State of Colorado that is part of the Property and any portion thereof.

**“Transfer”** means and includes any grant or conveyance of the ownership of title to real property that is evidenced by any deed, conveyance, instrument or writing wherein or whereby title to real property situated in the property is granted or conveyed, or the conveyance of a possessory interest and all other indicia of ownership in real property without the passing of legal title, subject to the exemptions provided herein.

5. **Amount of Fee.** The amount of the fee payable in each class shall be as follows:

5.1 Where there is no consideration or where the consideration is five hundred dollars (\$500.00) or less, no fee hereunder shall be payable. The mere statement on the face of the instrument of transfer that the consideration received in connection therewith is five hundred dollars (\$500.00) or less shall not be deemed adequate supporting evidence that the consideration in the subject transfer is five hundred dollars (\$500.00) or less.

5.2 Where the consideration exceeds five hundred dollars (\$500.00), the fee payable shall be three percent (3%) of such consideration.

6. **Exemptions.** The fee imposed herein shall not apply to:

6.1 Any document wherein the United States or any agency or instrumentality thereof, the State, any county, city and county, municipality, district or other political subdivision of the State is either the grantor or grantee.

6.2 Any document transferring title to real property in consequence of a gift of such property, where no consideration other than love and affection or charitable donation is evidenced by the terms of the document of transfer.

6.3 Any transfer by document, decree or agreement partitioning, terminating or evidencing termination of a joint tenancy, tenancy in common or other co-ownership in real



property; however, if additional consideration or value is paid in connection with such partition or termination, the fee shall apply and be based upon such additional consideration.

6.4 Transfers pursuant to a decree of separation or divorce except where the transfer is made to a third party.

6.5 Any transfer of title or change of interest in real property by reason of death, will or decree of distribution.

6.6 Any transfer made pursuant to business organization, reorganization or restructuring, including but not limited to mergers or consolidations of corporations, or by a subsidiary to a parent corporation, for no consideration other than cancellation or surrender of the subsidiary's stock or ownership interest. The transfer of at least seventeen percent (17%) of the stock in a corporation owning an interest in the Property or a portion thereof, or seventeen percent (17%) of any ownership interest in a business entity whose assets include an interest in the Property or a portion thereof shall not be included in this exemption, and such transfer shall be subject to imposition of the fee imposed herein (i.e., the fee will be imposed on the consideration paid for the stock or other ownership interest so transferred, to the extent attributable to the value of the interest in the Property owned by the corporation or other business entity in which the stock or ownership interest is being transferred).

6.7 Any transfer to make effective any plan confirmed or ordered by a court of competent jurisdiction under the Bankruptcy Act or in an equity receivership proceeding.

6.8 Any transfer made and delivered without consideration for the purpose of confirming, correcting, modifying or supplementing a transfer previously recorded; making minor boundary adjustments; removing clouds of titles; or granting easements, rights-of-way or licenses.

6.9 Any decree or order of a court of record quieting, determining or resting title, including a final order awarding title pursuant to a condemnation proceeding.

6.10 Any lease of any real property or assignment or transfer of any interest in any such lease, provided that the terms and conditions of such lease do not constitute a de facto conveyance of the subject property. In the latter event, the fee shall be based upon the capitalization at five percent (5%) of the average annual rental over the entire term of the lease, including any renewal term, plus the actual consideration, other than rent, paid or to be paid. When the average annual rental cannot be determined, the fee shall be based upon the assessed value of the property covered by the lease.

6.11 Any transfer to secure a debt or other obligation, or release of real property which is security for a debt or other obligation.

6.12 Any executory contract for the sale of real property of less than three (3) years' duration, under which the purchaser is entitled to or does take possession thereof without acquiring title thereto, or any assignment or cancellation of any such contract.



6.13 (a) Any transfer under execution, sale or foreclosure sale under a power of sale or court decree of lien foreclosure; sheriff's deed; public trustee deed or treasurer's deed; or deed in lieu of foreclosure; provided that such transfer shall be exempt only: (i) if the grantee is the person holding the obligation or instrument which is being cancelled, in whole or part, in exchange for the transfer or upon which the proceeding is based, as applicable, or the grantee is a junior lienholder or exercising redemption rights pursuant to a lien that was recorded prior to commencement of the foreclosure or execution; (ii) if such grantee is the original obligation holder or a financial institution; and (iii) to the extent of the obligation which is being canceled, in whole or in part, in exchange for the transfer or is being satisfied at the execution or foreclosure sale and any obligations to prior lienholders paid from the sale.

(b) Notwithstanding Subparagraph (a) above, where the grantee is not the original obligation holder or a financial institution and where the other requirements of Subparagraph (a) are otherwise met, such transfer may still qualify for an exemption from the fee pursuant to this Paragraph; provided that the transferee must, as market conditions allow, resell the property in order to satisfy the obligation within two (2) years of the transfer. If, however, the property is not sold within two (2) years of the transfer or within any extension of such time beyond two (2) years as the Town Manager may allow for good cause shown, then the transfer shall not be considered exempt pursuant to this Paragraph and shall be considered an artifice and subject to the fee.

(c) A purchaser at an execution or foreclosure sale who holds no security interest or redemption rights in the property, and who acquires title to the property upon expiration of all redemption periods, is required to pay the fee.

(d) For deeds in lieu of foreclosure transfers, in order to qualify for an exemption from the fee pursuant to this Paragraph, the obligation that is being cancelled must be in default at the time of the transfer and no additional consideration shall be exchanged between the transferor and transferee in connection with such transfer. The transferor and transferee shall provide to the Town Manager an affidavit approved by the Town Attorney certifying the existence of the default at the time of the transfer and that no additional consideration has or will be exchanged in connection with the transfer.

6.14 Any transfer by the Owner, its affiliates, or a successor developer of the Property or any portion thereof, including but not limited to, any subdivided lot therein, which exemption shall be automatic, and shall not be subject to Section 7.

7. **Application for Exemption.**

7.1 In the event of any transfer that the grantor or grantee thereof desires to establish is exempt from the applicability of the fee, except pursuant to Section 6.14 above which exemption is automatic, or where the instrument of transfer contains language clearly establishing that the transfer is exempt, the grantor or grantee thereunder shall apply for and obtain from the Town Manager a certificate of exemption, which can then be recorded in the Office of the Gunnison County Clerk and Recorder. The application for a certificate of



exemption and such certificate shall be in substantially the same form as **Exhibit "2"** attached hereto, and shall be processed expeditiously by the Town Manager. A grantor or grantee of a transfer made pursuant to or and in accordance with Section 6.14 may, but need not, apply for a certificate of exemption.

7.2 Notwithstanding anything contained herein to the contrary, if an artifice or device is employed in connection with the transfer of real property then such transfer shall be subject to the fee.

7.3 Any person whose claim of exemption duly applied for under the provisions of this Section is denied by the Town Manager may immediately appeal to the Town Council for a determination of such exemption; and such appeal shall be considered by the Town Council within thirty (30) days of receipt of the same. In the event of a determination by the Town Council favorable to the appellant, any fee previously deposited, or so much thereof as may be allowed by the Town Manager, shall be promptly refunded to the person paying or depositing the same. If a decision is not made by the Town Council within thirty (30) days of the receipt thereof, the decision will be deemed favorable to the appellant.

8. **Lands Affected.** The fee imposed herein shall apply to all real property located within the Property and any portion thereof not specifically exempted hereunder.

9. **Enforcement.**

9.1 The Town Manager is charged with the enforcement of this Covenant.

9.2 On or before the time of any transfer upon which the fee is imposed hereunder, one of the persons liable for said fee shall cause a report to be provided to the Town Manager setting forth the true, complete and actual consideration for the transfer, the names and addresses of the parties thereto, and the location of the real property transferred.

9.3 For the purposes of collection of the fee imposed under this Covenant, all banks, title companies, escrow companies, building and loan institutions, attorneys, real estate agencies or other closing agents or agencies permitted as such to do business under the laws of the State may collect and remit the same to the Town for and on behalf of the persons liable for the fee.

10. **Due Dates; Delinquencies; Penalties; Interest.**

10.1 The fee is due and payable at the time of transfer, and becomes delinquent as provided in Section 10.3 below. Interest shall accrue at the rate of one and one-half percent (1.5%) per month, or fraction thereof, on the amount of the fee, exclusive of penalties, from the date the fee the fee is due and unpaid. Interest accrued shall constitute part of the fee.

10.2 The amount of any delinquent fee, together with interest due thereon, shall constitute a lien on the property for the amount thereof, which lien shall continue until the amount thereof is paid or until its discharge of record by foreclosure or otherwise. Such lien



may be foreclosed through the District Court of Gunnison County, Colorado, or by any other means available to the Town under law.

10.3 If the Town learns of any fee that is due, owing, and unpaid, the Town Manager shall give written notification to the seller, purchaser, transferor or transferee of the fee or any portion thereof that remains unpaid. Such notice shall be provided at the address shown on the instrument or writing effecting the transfer subject to the fee, if provided therein, otherwise the notice will be sent to the more recent address of such seller, purchaser, transferor or transferee, as applicable. Said notification shall be mailed by certified mail, postage prepaid, return receipt requested, and shall be effective on the date of mailing. If the fee, together with interest due thereon, are not paid in full within thirty (30) days of the effective date of notification, the Town Manager shall mark the same as delinquent on the Town's tax roll and shall certify such delinquency to the County Treasurer, pursuant to Sections 31-20-105 and 31-20-106, C.R.S., who shall extend such delinquencies upon the real property tax rolls of the County and collect the same in the manner set forth for real property taxes. For such purposes, Owner, for its successors in interests, transferees and assigns, hereby submits to, and waives any claims and defense to in connection therewith, without limitation, for purposes of collection, the rights, powers and authorities of the Town and the County Treasurer contained in Sections 31-20-105 and 31-20-106, C.R.S., and Chapter 4, Article 8 of the Code and other applicable law respecting any unpaid or delinquent fee, and any costs and expenses associated therewith. Upon certification of the delinquent taxes, the interest thereon shall also become due and owing.

10.4 The Owner agrees that in the event unpaid delinquent fees are certified to the County Treasurer as permitted by Section 10.3, the Owner shall not object to collection of the same by the Treasurer under C.R.S. §§ 31-20-105 and 106, as a charge due to the Town, in the manner set forth in that statute.

10.5 The amount of the fee, together with any interest thereon, imposed under the provisions of this Covenant shall be deemed a debt owed to the Town. Any person owing money to the Town under the provisions of this Covenant shall be liable in any action for the recovery of the delinquent amount, plus the attorney's fees and other costs expended by the Town in such action.

10.6 Any remedies provided for herein shall be cumulative and not exclusive and shall be in addition to any other remedies provided by law and in equity.

10.7 Prior to foreclosing the lien provided for in Section 10.2, or taking any other legal action to collect a fee that is due, owing, and unpaid pursuant to the terms of this Covenant, the Town shall comply with the notification procedure set forth in Section 10.3.

11. **Severability**. Any determination by any court of competent jurisdiction that any provision of this Covenant is invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof.

12. **Modification**. This Covenant shall not be amended or modified, except by subsequent written agreement of the parties approved by resolutions of the Town Council and



recorded in the official real property records of the Clerk and Recorder of Gunnison County, Colorado.

13. **No Waiver.** A waiver of any right or remedy on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any other occasion.

14. **Governing Law; Venue.** This Covenant shall be interpreted and construed in accordance with the laws and internal judicial decisions of the State of Colorado. The sole venue in any dispute shall be the District Court for Gunnison County, State of Colorado.

15. **Recording; Run with the Land.** This Covenant shall be recorded in the official real property records of the Office of the Clerk and Recorder of Gunnison County, Colorado. The provisions of this Covenant shall run with the Property and be binding on all persons who hereafter acquire any interest in the Property or any portion thereof, whether as an owner, renter, trustee or mortgage beneficiary or otherwise.

16. **Recitals.** The recitals set forth above are deemed material provisions of this Covenant and enforceable in the same manner as any other term or condition hereof.

17. **Incorporation into Instrument of Transfer.** Each and every provision contained in this Covenant shall be deemed incorporated in each deed, instrument or document of transfer by which any right, title or interest in any of the Property or portion thereof is granted, devised, conveyed or otherwise transferred as if fully set forth therein.

18. **Statement Regarding Fee.** Upon written request by any interested party, the Town shall issue a written statement setting forth the amount of any unpaid Transfer Fee with respect to any specific portion of the Property identified in such request. Such statement shall be furnished as soon as reasonably practicable, but in no event later than 30 days after receipt of the request, and shall be binding on the Town.

19. **Term.** Except as provided herein, the term of this Covenant shall be perpetual unless the Property is annexed into the Town of Crested Butte, in which case this Covenant shall automatically terminate upon such annexation and shall be of no further force and effect as to any Transfer subsequent to the effective date of such annexation.

20. **Electronic Reproductions; Counterparts.** For purposes of enforcement of terms of this Covenant, electronic reproductions hereof shall be deemed to be originals.

WHEREFORE, Owner has made this Covenant by its duly authorized officers as of the Effective Date.

CYPRESS FOOTHILLS, LP

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

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

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





**EXHIBIT 1**

**Legal Description of the Property Subject to Declaration of Covenant:**

A portion of a parcel of land known as Tract Q of Book 516 Page 474, Parcel 13 of Book 552 Page 63, Parcel 1 of Warranty Deed recorded at Reception No. 570819, Parcel 1 of Quitclaim Deed recorded at Reception No.570822, Parcel 1 of the Correction Warranty Deed recorded at Reception No.584439, Parcel 1 of the Special Warranty Deed recorded at Reception No.612899, and the Correction Deed recorded at Reception No.618498 all located in the SW 1/4 of Section 35, Township 13 South, Range 86 W of the Sixth PM, Gunnison County, Colorado being more particularly described as follows:

Beginning at the S1/4 Corner of said Section 35, said corner being a 3 1/4" Aluminum Cap from which the southwest Corner of said Section 35 bears N89°43'49"W a distance of 2650.49 feet; thence along an existing fence line as it exists in the field and as shown and described in a Boundary Agreement recorded in Book 769 at Page 881 the following three (3) courses:

- 1) N00°11'53"E a distance of 271.72 feet,
- 2) N00°50'11"W a distance of 932.90 feet,
- 3) N01°19'37"W a distance of 346.89 feet to a point on the northerly line of the Trampe Partition Parcel 13 and the southerly line of Spann Parcel 23 as described in Court Decree Amended Order of Partition as recorded in Book 552 at Page 63; thence along the northerly line of said Parcel 13 N90°00'00"W a distance of 570.01 feet to a point on the easterly line of the Town of Crested Butte Cemetery as described in Exhibit A(5) in Court Decree of Partition as recorded in Book 516 at Page 474; thence along the easterly line of said Cemetery Parcel S01°20'33"W a distance of 220.37 feet to the northerly corner of a parcel of land described in Book 518 at Page 403; thence along the northwesterly line of said parcel S29°46'00"W a distance of 470.46 feet to a point on the northerly line of said Trampe Partition Parcel 13, said point also being on the southerly line of said Cemetery Parcel; thence along said northerly line of said Parcel 13 N90°00'00"W a distance of 568.93 feet; thence along the wetland boundary more or less on the southerly bank of the Slate River the following six (6) courses:

- 1) S20°36'39"E a distance of 77.30 feet,
- 2) S32°48'09"E a distance of 178.03 feet,
- 3) S39°16'35"E a distance of 115.15 feet,
- 4) S52°37'46"E a distance of 40.69 feet,
- 5) S42°06'22"E a distance of 87.35 feet,
- 6) S66°34'01"E approximately 53.68 feet to the high water line of the Slate River; thence the following five (5) courses along the high water line of the Slate River approximately:
  - 1) S44°00'17"E a distance of 2.43 feet,
  - 2) S61°14'28"E a distance of 180.87 feet,
  - 3) S45°20'59"E a distance of 257.67 feet,

**RECORDING REQUESTED BY:  
WHEN RECORDED RETURN TO:**

Town of Crested Butte  
Attn: Town Clerk  
P.O. Box 39  
Crested Butte, CO 81224

**SECOND AMENDMENT TO PRE-ANNEXATION AGREEMENT**

THIS SECOND AMENDMENT TO PRE-ANNEXATION AGREEMENT (this "**Second Amendment**") is made and entered into this 7th day of September, 2018 (the "**Effective Date**"), by and between the **TOWN OF CRESTED BUTTE, COLORADO** (the "**Town**"), a Colorado home rule municipality and **CYPRESS FOOTHILLS, LP** ("**Applicant**"), a Texas limited partnership.

**RECITALS:**

A. The Town and Applicant entered into a Pre-Annexation Agreement (the "Agreement") dated February 16, 2016 and recorded in the official real property records of the Office of the Clerk and Recorder of Gunnison County, Colorado on March 14, 2016 at Reception No. 638399 whereby the Town gave the right and approval to Applicant to connect the Subject Property (as defined in the Agreement) to the Town's sewer service system pursuant to §13-1-280 of the Crested Butte Municipal Code (the "Code").

B. The Town and applicant entered into an Amendment to the Pre-Annexation Agreement ("Amendment") dated December 7, 2016 and recorded in the official real property records of the Office of the Clerk and Recorder of Gunnison County, Colorado on December 13, 2016 at Reception No. 643828 whereby the Town gave the right and approval to Applicant to connect the Subject Property (as defined in the Agreement) to the Town's water service system pursuant to §13-1-280 of the Code.

C. The Town and Applicant wish to amend the Pre-Annexation Agreement and the Amendment to address the subject matters set forth below, and accordingly enter into this Second Amendment to the Pre-Annexation Agreement and Amendment ("Second Amendment").

**AGREEMENT:**

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Applicant agree as follows:

1. Amendments to Agreement and Amendment.

1.1 Section 5.3 of the Agreement, **Exhibit B** shall be replaced by the new **Exhibit B**, attached hereto and incorporated by reference.

1.2 Section 6.4 of the Agreement shall be revised to read as follows:

“1.2.1. Upon Applicant’s receipt of the No Action Determination, Applicant shall be obligated to convey by quitclaim deed, on an “as is where is” basis, made without representations or warranties as to the physical or environmental conditions (the “**Deed of Conveyance**”) “**Town Parcel 1,**” “**Town Parcel 2,**” “**Town Parcel 3,**” “**Town Parcel 4,**” “**Town Parcel 5,**” and “**Town Parcel 6**” (each a “**Town Parcel**”; together collectively, the “**Town Parcels**”) on the West Parcel.

1.2.2. The Town Parcels are generally depicted on the revised **Exhibit B** attached to this Second Amendment. The Parties are in the process of developing the precise legal descriptions of the Town Parcels. The Town Parcels are subject to the encumbrances and exceptions set forth on **Exhibit C**, which shall be updated with the most recent title work immediately prior to the conveyance of the Town Parcels to the Town.

1.2.3. The Deed of Conveyance also shall be subject to the terms and conditions of this Agreement, and expressly set forth the restrictions and obligations contained in paragraphs 6.4.4 (as amended in the Amendment) and 6.4.5 hereof. Other than any conditions, limitations, restrictions, and controls contained in the No Action Determination by the State of Colorado Department of Public Health and Environment (“CDPHE”) Applicant agrees not to further encumber the Town Parcels. Applicant’s obligation to convey the Town Parcels shall be subject to the following express conditions precedent:”

1.3 Section 6.4.1.1, 6.4.1.2, 6.4.1.3, 6.4.1.4, and 6.4.1.5 of the Agreement shall be deleted in their entirety and replaced with the following:

“6.4.1.1. The Applicant Retained Lands shall be subdivided into no less than six lots. The Applicant Retained Lands are unique and located adjacent to wetlands. As such, the subdivision of the Applicant Retained Lands into six usable lots cannot be done within one of the Town’s existing zoning districts. Applicant and the Town desire to allow for the subdivision of the Applicant Retained Lands in a manner that minimizes the impact on the wetlands and maximizes the area and dimensions of the building envelopes on the six lots, as well as the design flexibility of the lot layouts, while maintaining FAR limits consistent with the existing R1D zoning district within Town. Accordingly, the Town will use its best efforts to create a new residential zoning district for the Applicant Retained Lands to achieve the goals set forth in this section.

6.4.1.2. The Town shall make best efforts to zone the Town Parcels as set forth below. The Town Parcels shall only be used for the purposes set forth below.

## Gunnison County, CO

6.4.1.2.A. The Town shall make best efforts to zone Town Parcel 1 as "P." The uses of Town Parcel 1 shall be limited to uses allowed in the "P" zone district, subject to the following: i) Any emergency services center to be located on the Town Parcels shall be located only on Town Parcel 1; ii) No development shall be allowed within the pond wetlands other than as necessary to accommodate the extension of Road B. No building constructed on Town Parcel 1 shall exceed 30 feet in height.

6.4.1.2.B. The Town shall make best efforts to zone Town Parcel 2 "P" and subject to paragraph 6.3.1 above, Town Parcel 2 shall only be used for open use recreational facilities, parks, or playfields, libraries or museums, art centers, schools, essential governmental uses (but not public works facilities), a bus stop, a public hospital or health care facility, a private medical clinic(s) or offices, and parking ancillary to the foregoing uses.

6.4.1.2.C. The Town shall make best efforts to zone Town Parcel 3 as "A-O" "R2A" and/or "R4"; provided however, that if Town Parcel 3 is zoned for residential uses, such residential uses shall be limited to affordable housing. If Town Parcel 3 is not zoned for residential uses, it shall only be used as open space, parks, and snow storage.

6.4.1.2.D. Town shall make best efforts to zone Town Parcel 4 as "A-O" or "P"; provided however, that Town Parcel 4 shall be used only for open space, parks, snow storage and/or additional storage for the public works yard. The Town shall install a 6' chain link fence, with opaque vinyl slats substantially similar to the fence installed by the Town along the southern and western property lines of the service yard to provide screening of storage areas from Pyramid Avenue. Notwithstanding the foregoing, however, that portion of the fence running 370 feet westerly from the western boundary of the 8<sup>th</sup> street right of way shall be 6' in height, any other portion of this fence after the first 370 feet may be 4' or more in height at the discretion of the Town and may be a 'lay down' type fence that is laid down at the discretion of the Town. No other structures, except for fencing or screening may be installed on Town Parcel 4.

6.4.1.2.E. The Town shall make best efforts to zone Town Parcel 5 as "A-O" "R2A" and/or "R4"; provided however, that if Town Parcel 5 is zoned for residential uses, such residential uses shall be limited to affordable housing. If Town Parcel 5 is not zoned for residential uses, it shall only be used as open space, parks, and snow storage. Prior to the development of any housing, on Town Parcel 5, the Town shall file a VCUP application with CDPHE and obtain a No Action Determination confirming that the Town has achieved the cleanup levels necessary for the development of affordable housing. The Town shall be responsible for the costs of the VCUP application and the required cleanup of Town Parcel 5.

6.4.1.2.F. Town Parcel 6 is located within the 100-foot buffer for the high-quality wetlands of the Slate River. Town shall make best efforts to zone Town Parcel 6 as "A-O," provided however that it shall be used only as protected open space for wildlife, except that the Town shall allow public access through Town Parcel 6 only within the Boat Launch, which is depicted on revised **Exhibit B**. The Town's access to Town Parcel 6 shall be limited to maintenance of fencing, noxious weed mitigation, or other activities necessary to protect wildlife

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resources. No structures may be installed on Town Parcel 6 other than signage deemed necessary by the Town to ensure the preservation of the high-quality wetlands and to prevent trespassing.

6.4.1.2.G. The Deed of Conveyance shall restrict the Town Parcels to the uses set forth in this section 6.4.1.2”

1.4 The Applicant shall be permitted to apply to the County for building permits for primary residences and accessory dwellings on the East Parcel once the water service serving the East Parcel has been completed by the Applicant and accepted by the Town in accordance with the Development Improvements Agreement for Slate River Development dated August 8, 2017 and recorded in the official real property records of the Office of the Clerk and Recorder of Gunnison County, Colorado on August 31, 2016 at Reception No. 648730 (the Town “DIA”). However, prior to any occupancy including temporary occupancy on the East Parcel, sewer service improvements serving the East Parcel must be completed by the Applicant and accepted by the Town in accordance with the Town DIA. At the time that any person submits a building permit application to the County for construction on a lot in the East Parcel, it shall submit architectural plans to the Town. The Town shall review such plans expeditiously only to: (i) confirm that the plans are consistent with the size limitations contained in section 6.4.8 of the Agreement; (ii) confirm compliance with the Town Code’s provisions regarding solid-fuel burning devices pursuant to section 8.3 of the Amendment; and (iii) determine the amount of water and sewer Tap Fees owed to the Town pursuant to section 9.7 of the Amendment. The Town shall promptly provide notice, in writing, to the building permit applicant of the amount of water and sewer Tap Fees owed by the applicant and of compliance or noncompliance with (i) and (ii) of this section. Once the applicant has paid the Tap Fees and is in compliance with (i) and (ii) of this section, the Town shall promptly provide notice, in writing, to the applicant and Gunnison County that the Tap Fees have been paid in full and that the applicant has complied with (i) and (ii) of this section.

1.5 Section 9.1 of the Amendment shall be revised to read as follows:

“6.4.3 Town Parcel 1, Town Parcel 2, Town Parcel 4, Town Parcel 5, and Town Parcel 6 shall be conveyed to the Town without any financial consideration. Town Parcel 3 shall be conveyed to the Town in exchange for \$350,000, which amount is a portion of the anticipated cost of obtaining the No Action Determination.”

1.6 Section 9.5 of the Amendment shall be deleted in its entirety and Section 6.4.1.6 of the Agreement shall be revised to read as follows:

“6.4.1.6 Prior to or within two years of annexation, Applicant shall construct a river trail along with west bank of the Slate River through the West Parcel as shown on the revised **Exhibit B** (the “River Trail”) in order to provide connectivity to the existing Rec Path south and east of the Subject Property. Concurrently, with the construction of the River Trail, or sooner if Applicant so desires, Applicant will construct fencing between the River Trail and the Town’s Public Works Yard. Applicant shall choose the design, style, and material for such fencing, provided that the design of the fencing shall conform to the Fence, Berm, and Trail Plans attached hereto as **Exhibit D**.

6.4.1.6.A. The Town shall permit the installation of berms, retaining walls, buffers and other mitigation measures at the Applicant's expense on the West Parcel and Town property around the Public Works Yard that is substantially similar to the style, location, and height of the berms, buffers, and other mitigation measures shown on **Exhibit D**, or as otherwise agreed to by the Town Manager. Prior to the installation of such berms, retaining walls, buffers or other mitigation measures the Town and Applicant shall enter into a "Landscape Maintenance Agreement," which shall be assignable by Applicant in Applicant's sole discretion to the Aperture Homeowners Association, Inc (the "HOA"). The Landscape Maintenance Agreement shall describe the Applicant's future responsibilities for assuming responsibility for maintenance and repair of any landscaping and irrigation along the River Trail. The parties agree, and the Landscape Maintenance Agreement shall provide, that (i) landscaping shall be limited to native plant species; (ii) the Town shall have no responsibility to maintain or repair the irrigation or landscaping; (iii) the Applicant or HOA will be responsible for fees related to an irrigation tap; and (iv) the Town will grant an easement to the Applicant or its successor for access to that portion of the Town Public Works Yard located north and east of the fence to be constructed pursuant to this paragraph for the purpose of allowing Applicant to perform its obligations under the Landscape Maintenance Agreement. The Applicant and Town will endeavor to use raw or non-potable water for the irrigation of the landscaping. If water rights for irrigation cannot be obtained by the Town, the Town will permit the Applicant to purchase an irrigation tap to be used for irrigation of plantings along the River Trail on the Town's property, subject to the applicable fees as set forth in the Town Code at the time of purchase. The Landscape Maintenance Agreement is the only remaining condition precedent to Applicant's right to commence construction on the River Trail and the landscaping and fencing associated therewith. Accordingly, once the Applicant and the Town have entered into the Landscape Maintenance Agreement, Applicant shall be entitled to commence construction on the River Trail and the landscaping and fencing associated therewith consistent with the Town's construction season limitations.

6.4.1.6.B. Maintenance and repair of the River Trail itself shall be the sole responsibility of the Town and shall be maintained for the same duration as the remainder of the Rec Path. Maintenance and repair of the fence between the River Trail and the Town's Public Works Yard shall be responsibility of the Applicant or its successor where such maintenance is attributable to normal wear and tear. The Town shall use its best efforts to avoid damaging the fence between the River Trail and the Town's Public Works Yard.

6.4.1.6.C. Applicant and the Town shall enter into a "Boater Access Easement Agreement" concurrently with the annexation and conveyance of the Town Parcels memorializing such access in perpetuity. This easement agreement will address the terms and conditions for boater access to the Slate River, and as it flows through the East Parcel, as well as associated uses of the Boat Launch, including but not necessarily limited to, other permissible recreational uses of the Boat Launch and vehicular access to and from the Boat Launch. The areas of the "Boat Launch" and "Boater Access Easement" are depicted on revised **Exhibit B** to this Second Amendment. The public shall access the Boater Access Easement exclusively from the Boat Launch.

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6.4.1.6.D. Applicant reserves the right, in its sole discretion, and at its sole expense, to require that the Town install odor controls on the wastewater treatment plant, as contemplated by the Public Works Facility Master Plan prepared by JVA, Incorporated, or as otherwise agreed to by the parties. Such odor control mitigation work shall be performed by the Town and/or its contractors.

1.7 Section 6.4.1.8 of the Agreement shall be revised to read as follows:

“6.4.1.8 Prior to the conveyance of the Town Parcels to the Town, and following reasonable diligence, the Town shall release Applicant, its partners, affiliates, lenders, agents, employees, and all predecessor owners of the Town Parcels in connection with the transfer of the Town Parcels, including all portions of the Old Town Landfill located on Town Parcel 2, Town Parcel 3, Town Parcel 4, and Town Parcel 5. The release shall include a release of all claims and a covenant not to sue with respect to any site conditions and or any responsibilities or liabilities, including without limitations any environmental liabilities related to the Town Parcels. The Town shall record such release against Town Parcel 2, Town Parcel 3, Town Parcel 4 and Town Parcel 5 which shall be a condition of any transfer to any future purchaser of any portion of these Town Parcels, and to which any future purchaser of any portion of such Town Parcels must agree.

1.8 The first sentence of section 6.4.4 of the Agreement shall be as set forth in section 9.2 of the First Amendment. The remainder of section 6.4.4 shall be revised to read as follows:

“6.4.4 The Deed of Conveyance shall require the Town to refrain from any uses of the Town Parcels affected by the Old Town Landfill that may disturb any cap associated with the VCUP, and abide by any other controls and conditions contained in the No Action Determination. However, the Town may apply for a VCUP for Affordable Housing on Town Parcel 5 which VCUP shall not cause any interference with the No Action Determination. The Deed of Conveyance shall also include: (i) the right of Applicant to enforce, through injunctive relief, the terms of this Agreement and the controls and conditions contained in the No Action Determination; and (ii) the obligation of the Town to obtain Applicant’s consent to any amendment or modification to the terms of this Agreement or the controls and conditions contained in the No Action Determination.

1.9 Section 6.4.5 of the Agreement is hereby deleted in its entirety.

1.10 The Notice provisions of Section 25 of the Amendment and Section 20 of the Agreement shall be amended to strike the references to John Belkin and substitute the following contact information for all copies sent to the Town Attorney:

“Town Attorney  
Sullivan Green Seavy, LLC  
Barbara J. B. Green or John Sullivan  
3223 Arapahoe Ave. Suite 300  
Boulder, Colorado 80303  
Barbara@sullivangreenseavy or John@sullivangreenseavy

2. **Easement Agreement for Cemetery Water Line.** Concurrently with the execution of this Second Amendment, Applicant and the Town shall enter into an Easement Agreement for Cemetery Water Line substantially in the form attached hereto as **Exhibit E**.
3. **Scope of Second Amendment; Conflict of Terms.** This Second Amendment amends and modifies the Agreement and Amendment, however only to the extent provided herein. In the event of any conflict or inconsistency between any term or condition of this Second Amendment and any term or condition of the Agreement or Amendment, this Second Amendment and the terms hereof shall in all cases prevail, govern and control. This Second Amendment is supported by the same consideration as the Agreement and Amendment and the additional consideration as provided herein. Reference herein to the Second Amendment shall include the Agreement and Amendment, *mutatis mutandi*, as amended hereby.
4. **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement and Amendment.
5. **Purpose.** The purpose of this Second Amendment is to set forth certain binding terms and conditions upon which the Town and Applicant agree as respects the discrete subject matters addressed herein.
6. **No Vested Right.** Any rights created by this Second Amendment are contractual rights. This Second Amendment does not create and shall not be construed to create or convey any vested rights.
7. **Preservation of Governmental Powers.** Except as specifically provided in this Second Amendment, nothing in this Agreement constitutes a limitation on or waiver of any review, approval, or permit authority, or a predetermination of any action taken hereafter by the Town.
8. **Term; Termination.** This Second Amendment shall amend the term set forth in Section 4 of the Agreement: the term of the Agreement is hereby extended through February 16<sup>th</sup>, 2021 with any termination of this Second Amendment occurring pursuant to the terms of the Agreement. In addition, in the event that the Agreement is terminated, or otherwise becomes null and void pursuant to the Agreement, this Second Amendment shall automatically terminate (or become null and void) therewith.
9. **Compliance with Law.** When fulfilling its obligations under this Second Amendment, Applicant shall comply with all relevant laws, ordinances and regulations in effect as of the Effective Date. In addition, Applicant shall be subject to all laws, ordinances and regulations of general applicability that become effective after the Effective Date.
10. **Costs and Expenses.** Except where the responsibility is otherwise assigned to a party in this Second Amendment, all costs and expenses associated with a particular performance item shall be the sole and absolute responsibility of Applicant.

## Gunnison County, CO.

11. **Enforcement.** The parties, their assigns or successors in interest, in whole or in part, to this Second Amendment recognize and agree that the damages flowing from any violation of the Second Amendment are irreparable, and there may be no adequate remedy at law for such violations. Accordingly, in addition to any other rights that may be available to them in law or equity, each party has the right to specifically enforce the Second Amendment against the other party, their assigns or successors in interest, in whole or in part, by seeking injunctive relief in the District Court in and for Gunnison County, Colorado. All remedies are cumulative and may be applied concurrently.

12. **TABOR; Colorado Constitution, Article X, Section 20.** Notwithstanding any other provision in this Second Amendment to the contrary, the parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("**TABOR**"). (a) The parties do not intend to violate the terms and requirements of TABOR by the execution of this Second Amendment. (b) It is understood and agreed that this Second Amendment does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Second Amendment to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the parties' current fiscal period ending upon the next succeeding December 31. (c) Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available in accordance with ordinances and resolutions of the Town and other applicable law. (d) Nothing contained in this Second Amendment shall constitute a pledge of the full faith and credit of the general tax revenues, funds or moneys of the Town except the amount appropriated for the purpose of making payments hereunder during the current fiscal year. (e) The Town's obligation to pay \$350,000 to Applicant in exchange for the conveyance of Town Parcel 3 is subject to annual renewal and such obligation to pay shall be terminated upon the occurrence of an event of non-appropriation and, in such event, (i) The Town shall not be obligated to pay \$350,000 of the cost of remediation for Town Parcel 3, and (ii) Applicant shall not be obligated to convey Town Parcel 3.

13. **Cooperation; Other Documentation; Instruments.** The parties shall reasonably cooperate with each other in order effect the transactions contemplated in this Second Amendment. The parties shall give, enter into, execute and approve such additional agreements, corporate approvals and instruments as are necessary and appropriate to effect such transactions.

14. **Authority.** The person executing this Second Amendment on behalf of Applicant does hereby covenant and warrant that as to Applicant, such person is duly authorized and has full right and authority to enter into this Second Amendment and that the person signing on behalf of Applicant is authorized to do so.

15. **Waiver of Defects.** In executing this Second Amendment, the parties waive all objections they may have over defects, if any, in the form of this Second Amendment, the formalities for execution, concerning the power of the Town to impose the conditions on Applicant as set forth herein, or over the procedure, substance or form of the resolutions adopting this Second Amendment.

16. **Entire Agreement.** This Second Amendment supersedes and controls all prior written and oral agreements and representations of the parties with respect to the subject matters addressed herein and represents the total integrated agreement between the parties with respect to such subject matters.

17. **Modification.** This Second Amendment shall not be amended or modified, except by subsequent written agreement of the parties approved by resolutions of the Town Council.

18. **No Waiver.** A waiver of any right or remedy on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any other occasion.

19. **General Release.** It is expressly understood that the Town cannot be legally bound by the representations of any of its elected officials, officers, employees, agents, representatives and attorneys or their designees, except in accordance with Town ordinances, the Code and the laws of the State of Colorado, and that Applicant, when dealing with the Town, acts at its own risk as to any representation or undertaking by the Town, its elected officials, officers, employees, agents, representatives, and attorneys or their designees, which is subsequently held unlawful by a court of law; provided, however, this paragraph shall not be construed to limit the rights and remedies of the parties otherwise provided by law, including under equitable doctrines such as estoppel.

20. **Notices.** Any notice or other information required by this Amendment to be sent to a party shall be sent by facsimile, e-mail, overnight courier or certified mail to the following:

Cypress Foothills, LP  
Attention: Cameron Aderhold  
8343 Douglas Ave., Suite 200  
Dallas, Texas 75225  
Facsimile: 214-283-1600  
[cameron.aderhold@cypressequities.com](mailto:cameron.aderhold@cypressequities.com)

with a copy to:

Cypress Foothills, LP  
Attention: Brian Parro  
8343 Douglas Ave., Suite 200  
Dallas, Texas 75225  
Facsimile: 214-283-1600  
[brian.parro@cypressequities.com](mailto:brian.parro@cypressequities.com)

with a copy to:

Law of the Rockies  
Attention: Marcus J. Lock  
525 North Main Street

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Gunnison, Colorado 81230  
Facsimile: 970-641-1943  
[mlock@lawoftherockies.com](mailto:mlock@lawoftherockies.com)

Town of Crested Butte  
Attention: Michael Yerman  
507 Maroon Avenue  
P.O. Box 39  
Crested Butte, Colorado 81224  
Facsimile: 970-349-6626  
[myerman@crestedbutte-co.gov](mailto:myerman@crestedbutte-co.gov)

with a copy to:

Town Attorney  
Sullivan Green Seavy  
Barbara J. B. Green and John Sullivan  
3223 Arapahoe Ave. Suite 300  
Boulder, Colorado 80303

Notice shall be effective when actually received by the party intended to be notified.

21. **Voluntary Agreement.** Applicant's continued compliance with all of the terms and conditions of this Second Amendment on a voluntary and contractual basis is a condition of its right to connect to the Town's water and sewer systems.

22. **Attorneys' Fees; Costs.** Should this Second Amendment become the subject of a dispute between the Town and Applicant, the substantially prevailing party shall be entitled to reasonable attorneys' fees, costs, and expenses incurred in such dispute.

23. **Governing Law; Venue.** This Second Amendment and all rights conferred and obligations imposed hereunder shall be interpreted and construed in accordance with the laws and internal judicial decisions of the State of Colorado. The sole venue in any dispute shall be the District Court for Gunnison County, State of Colorado.

24. **No Third Party Beneficiary.** The parties intend no third-party beneficiaries to this Amendment, and none shall be permitted hereunder.

25. **Recording.** Upon execution, Applicant shall record this Second Amendment in the Office of the Gunnison County Clerk and Recorder. The benefits and burdens of this Second Amendment shall run with the Subject Property and be binding upon the parties' successors and assigns. In the event this Second Amendment becomes null and void for any of the reasons set forth herein, the parties agree to execute and record a notice of termination of this Second Amendment and, in addition, if necessary to remove this Second Amendment as an exception to title to the Subject Property.





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**EXHIBIT A IS ATTACHED TO THE ORIGINAL PRE-ANNEXATION AGREEMENT  
DATED FEBRUARY 16<sup>TH</sup>, 2016, AND RECORDED IN THE RECORDS OF THE  
GUNNISON COUNTY CLERK AND RECORDER ON MARCH 14, 2016 AT RECEPTION  
NUMBER 638399**

**656557**

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**EXHIBIT B**



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**EXHIBIT C IS ATTACHED TO THE ORIGINAL PRE-ANNEXATION AGREEMENT  
DATED FEBRUARY 16<sup>TH</sup>, 2016, AND RECORDED IN THE RECORDS OF THE  
GUNNISON COUNTY CLERK AND RECORDER ON MARCH 14, 2016 AT RECEPTION  
NUMBER 638399**

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**EXHIBIT D**

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APERTURE SLATE RIVER TRAIL

GUNNISON COUNTY

DESIGNED BY: MTH  
PROJECT NO: 18-1157  
PROJECT NAME: APERTURE SLATE RIVER TRAIL  
PROJECT LOCATION: GUNNISON COUNTY, CO

FOR REVIEW ONLY  
NOT FOR CONSTRUCTION  
August 29, 2018

PLAN REVISIONS

Table with 2 columns: NO., DESCRIPTION

CONSTRUCTION REVISIONS

Table with 2 columns: NO., DESCRIPTION

TRAIL PLAN & ELEVATION

L1.1

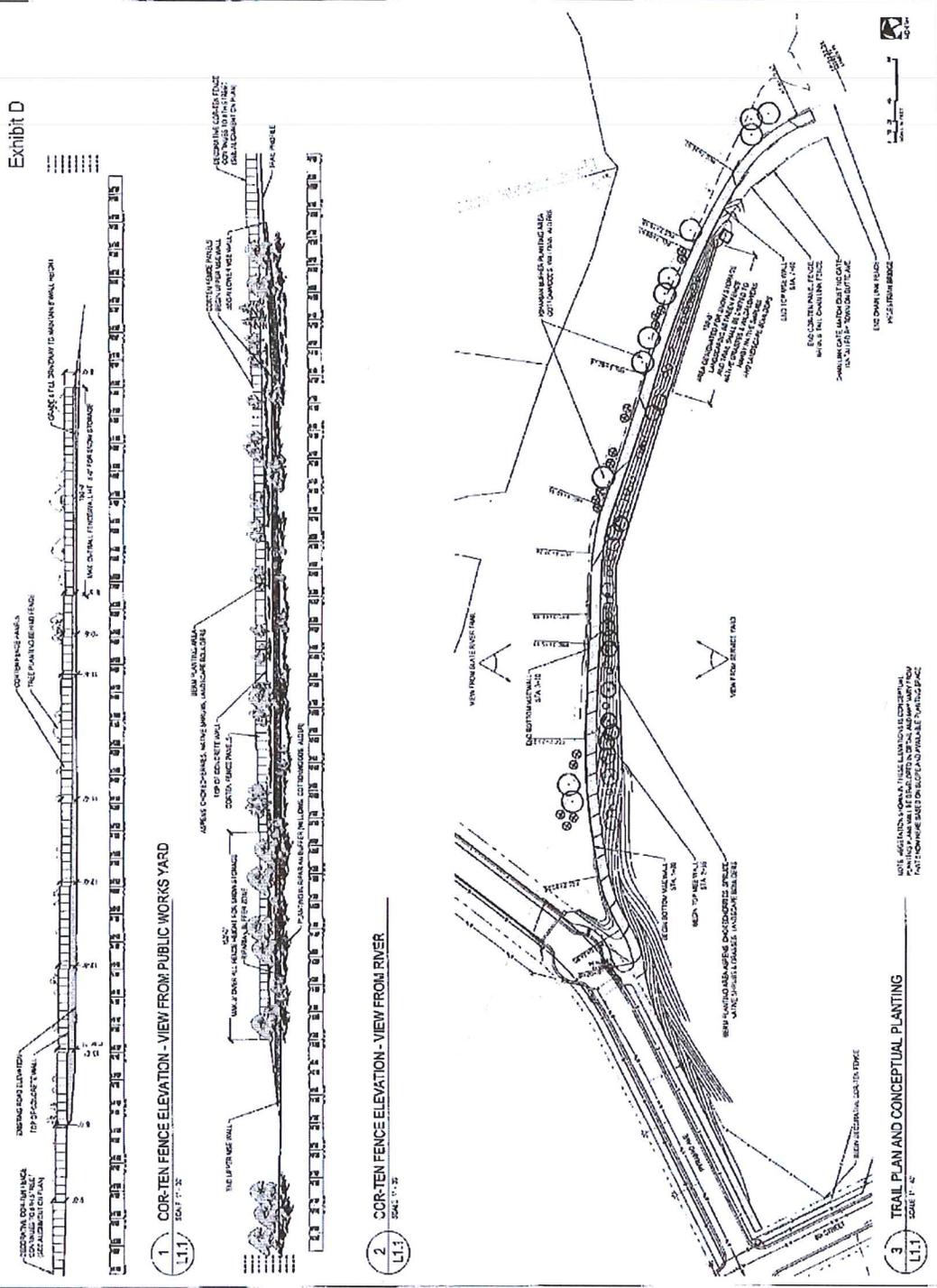


Exhibit D

1 COR-TEN FENCE ELEVATION - VIEW FROM PUBLIC WORKS YARD

2 COR-TEN FENCE ELEVATION - VIEW FROM RIVER

3 TRAIL PLAN AND CONCEPTUAL PLANTING

NOTE: VEGETATION IS SHOWN AS CONCEPTUAL PLANTING. PARTS OF THE TRAIL ARE NOT YET CONSTRUCTED.

**656557**

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**EXHIBIT E**

**EASEMENT AGREEMENT FOR CEMETERY WATER LINE**

This Easement Agreement (this "Agreement") is entered into this 7<sup>th</sup> day of September, 2018 by and between Cypress Foothills, LP, a Texas limited partnership ("Cypress"), the Town of Crested Butte, Colorado, a Colorado home rule municipality (the "Town"), and Aperture Homeowners Association, Inc., a Colorado nonprofit corporation (the "HOA"). Each of the foregoing is referred to herein as a "Party" and collectively as the "Parties".

**I. Recitals**

- A. Cypress recently platted the Aperture subdivision as recorded at reception number 648057<sup>1</sup> ("Aperture Subdivision"). As part of this development, Cypress and the Town entered into a Pre-Annexation Agreement recorded at reception number 638399 and an amendment thereto recorded at reception number 643828 (as amended, the "Annexation Agreement").
- B. As part of the Annexation Agreement, Cypress entered the Voluntary Cleanup Program ("VCUP") as administered by the Colorado Department of Public Health and Environment ("CDPHE") wherein it cleaned up the portions of the Old Town Landfill within the West Parcel, all as more particularly described and defined in the Annexation Agreement.
- C. Cypress desires to utilize the existing Town water infrastructure and irrigation water supply located on Town Parcel 2, as described and defined in the Annexation Agreement, to irrigate the areas disturbed by the VCUP process as part of its revegetation efforts.
- D. The Town desires to provide Cypress with the water for this purpose because the land to be revegetated is intended to be later conveyed to the Town for its use pursuant to the Annexation Agreements and Section 13-1-280 of the Town Code.
- E. In exchange for the use of the water on the VCUP areas, the Town has requested an easement across Aperture Subdivision to the cemetery for the purpose of installing and maintaining a water line.
- F. The HOA believes that the expeditious irrigation of the VCUP disturbed areas is in the best interests of its lot owners and the subdivision, that the easement is not inconsistent with the open space uses on the impacted parcel, and that the provision of the utility easement is in the best interests of the HOA.

**II. Agreement**

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises, grants, and other provisions set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. *Grant of Easement.* Cypress and the HOA hereby quitclaim and convey to the Town an easement at the location and width more particularly described on **Exhibit A** hereto

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<sup>1</sup> All references to recorded documents are to documents recorded in the real property records of Gunnison County, Colorado.

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Gunnison County, CO

(the "Easement Area"), and shown on **Exhibit B** hereto, for the limited purpose of installing and maintaining a two-inch diameter water service line (the "Easement"). The Easement shall allow the use of heavy equipment within the Easement Area for the limited purposes of installing and maintaining the water service line.

2. *Revegetation and Restoration.* Immediately following any surface disturbance caused by, or resulting from, the exercise of the Easement, the Town shall restore the surface estate to substantially the same condition as it was in prior to the surface disturbance, including revegetating and restoring any disturbed areas as well as ensuring that the surface topography is not altered by the exercise of the Easement. The term "surface disturbance" includes, without limitation, all dirt work and excavation and all other activities that result in the destruction, removal or damage of vegetation in place in the Easement Area at the time of such activity.
3. *Limited and Non-Exclusive Easement.* The Easement is limited in its scope to what is expressly set forth above. No expansion of the Easement is permitted. The Easement is a non-exclusive easement. Cypress and the HOA may engage in any and all uses of the Easement Area that are not inconsistent with the Easement.
4. *Construction of Water Line.* Cypress shall construct and install no more than thirty linear feet of a two-inch diameter water line with a curb stop, within the Easement Area, as further depicted on Exhibit B. Cypress makes no representations or warranties regarding the water line, its construction, grade, materials, fitness for any particular purpose or any other warranty, express or implied, except that Cypress represents and warrants until the Town connects, alters, extends or otherwise hooks onto the water line at or beyond the boundary between termination of the Easement Area and the cemetery, or for a period of one year from completion, whichever occurs first, that the water line was constructed with new or like new materials. The construction and installation of the water line described in this paragraph 4 shall be constructed and installed no later than October 31, 2019.
5. *Use of Water.* Cypress is hereby permitted and allowed to connect to and use the Town's central water supply by connecting to a fire hydrant adjacent to the VCUP to irrigate the areas disturbed by the VCUP process. The right to connect and use such water shall be limited to: (i) connecting to the Town's central water infrastructure and irrigation water supply from and on Town Parcel 2, and (ii) using such water as may be reasonably appropriate to revegetate, restore and rehabilitate the areas disturbed through the VCUP process. Cypress shall not be charged, directly or indirectly, for connecting to the central water system from and on Town Parcel 2. Cypress shall not be charged, directly or indirectly, for the water consumption or other usage arising out of or relating to the irrigation or other water usage on the property disturbed through the VCUP process. Cypress will not be charged any tap fees or other fees for any usage pursuant to this paragraph. However, upon connecting to the Town's central water supply in the manner set forth above, Cypress' shall install, at Cypress's sole cost, a backflow prevention device. Cypress's right and permission to connect to and use the water as set forth in this paragraph shall terminate on the earlier of: (i) completion of

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the revegetation requirements contained in a no action determination provided by the Colorado Department of Public Health and Environment in the VCUP process, (ii) conveyance of the Town Parcels as set forth in the Annexation Agreement, or (iii) October 31, 2019.

- 6. *Binding.* This Agreement and the Easement granted thereunder shall run with the Easement Area and shall be binding upon, and inure to the benefit of, the successors in title to the Easement Area.
- 7. *No Third Party Beneficiaries.* There are no third party beneficiaries to this Agreement or the Easement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

CYPRESS FOOTHILLS, LP,  
a Texas limited partnership

By: CYPRESS FOOTHILLS, GP, LLC,  
a Delaware limited liability company, its  
General Partner

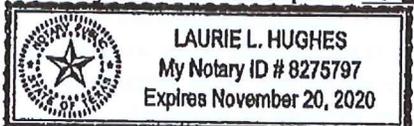
By: *Brian Parr*, its Vice President

TEXAS  
STATE OF ~~COLORADO~~ )  
DALLAS )ss.  
COUNTY OF ~~GUNNISON~~ )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of Sept, 2018, by *Brian Parr*, as Vice President of Cypress Foothills GP, LLC, which is the General Partner of Cypress Foothills, LP.

Witness my hand and official seal.

My commission expires: Nov 20, 2020



*Laurie Hughes*  
Notary Public

Town of Crested Butte, Colorado,  
a Colorado home rule municipality

By: *[Signature]*

ATTEST:

656557

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Gunnison County, CO

Lynelle Stanford  
Lynelle Stanford, Town Clerk

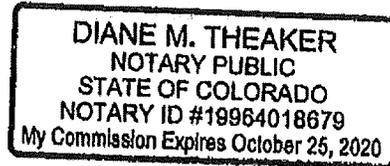
STATE OF COLORADO )  
 )ss.  
COUNTY OF GUNNISON )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of Sept., 2018, by Jim A. Schmidt as of the Town of Crested Butte, Colorado.

Witness my hand and official seal.

My commission expires: 10.25.2020

Diane M. Theaker  
Notary Public



Aperture Homeowners Association, Inc.,  
a Colorado nonprofit corporation

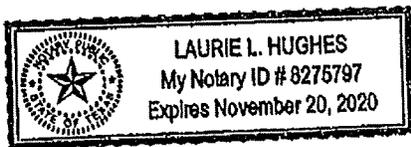
By: Brian Parro  
Brian Parro, President

~~STATE OF COLORADO~~ )  
~~TEXAS~~ )ss.  
~~COUNTY OF GUNNISON~~ )  
~~DALLAS~~ )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of Sept., 2018, by Brian Parro as president of Aperture Homeowners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: Nov 20, 2020



Laurie Hughes  
Notary Public

656557

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Gunnison County, CO

Exhibit A



www.sgm-inc.com

Utility Easement Description

A Utility Easement situated in the SW1/4 Section 35, T.13S., R.86W., of the 6<sup>th</sup> PM, County of Gunnison, State of Colorado and entirely within Open Space 2, Aperture, according to the plat thereof as recorded at Reception No. 648057 in the Office of the Gunnison County Clerk and Recorder, said easement being twenty (20) feet in width lying ten (10) feet on each side of the following described center line with the sidelines of said easement being shortened and or lengthened to form a strip exactly 20 feet in width within said Open Space 2. Said easement being more particularly described as follows:

Beginning at a point on the westerly line of Open Space 2, from whence a 5/8" rebar and red plastic cap stamped LS 20133 bears S01°20'33"W a distance of 35.80 feet with all bearings being relative to S29°46'00"W the line between found survey monuments a 5/8" rebar and red plastic cap stamped LS 20133 situated on the northerly end of the line and a 5/8" rebar and yellow plastic cap stamped LS 33647 situated on the southerly end of the line. Thence S36°59'34"E a distance of 400.91 feet to a point on the easterly line of said Open Space 2 also being the westerly line of Pyramid Avenue the point of terminus, from whence said 5/8" rebar and yellow plastic cap stamped I.S. 33647 bears S75°23'33"W a distance of 491.53 feet.

The above described Utility Easement contains 0.18 Acres (8018 square feet) more or less.

Legal Description Created By  
Scott A. Hemmen  
Colorado PLS #38182  
For, and on behalf of SGM

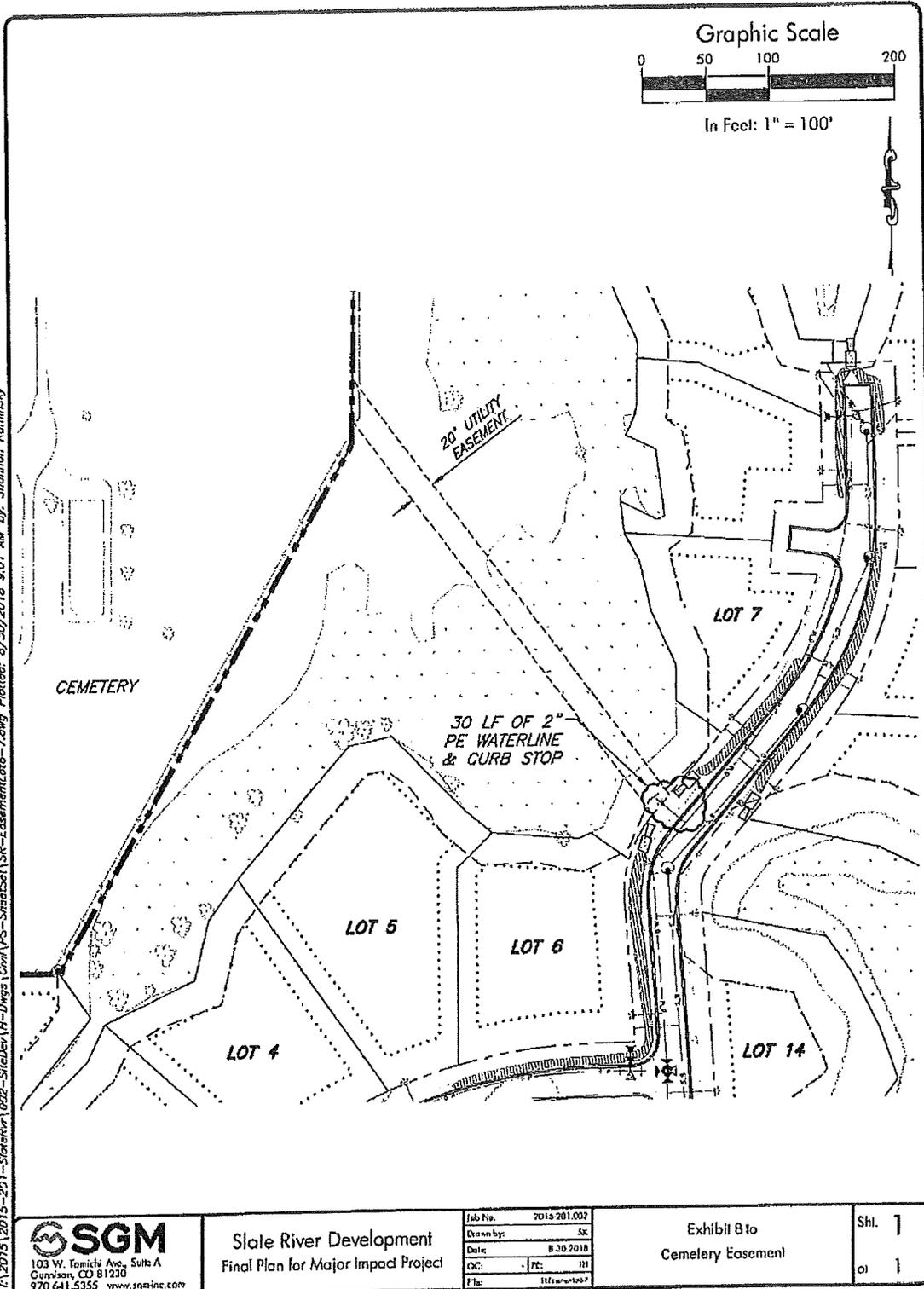


October 5, 2018

656557

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Gunnison County, CO



## **Appendix**

### Agency Referral and Public Comments-Sketch Plan

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**COLORADO**  
**Parks and Wildlife**  
Department of Natural Resources

Gunnison Office  
300 W. New York  
Gunnison, CO 81230  
P 970.641.7060 | F 970.641.7883

March 11, 2019

Bob Nevins, Town Planner  
Town of Crested Butte  
P.O. Box 39/507 Maroon Ave.  
Crested Butte, Colorado 81224

RE: Slate River Subdivision Sketch Plan Application

Dear Bob:

My staff has reviewed the Slate River Subdivision Sketch Plan submitted by Cypress Foothills, LP. The site plan, referred to as "Slate River Subdivision", contains six town parcels, a public right-of-way, a private access road, and six family lots on a 14.157-acre tract of land. The site, located north of and adjacent to the town of Crested Butte, is composed of a gently rolling hill, wetland meadows and riparian habitats, and is surrounded by development on all sides.

The adjacent communities of Crested Butte and Mt. Crested Butte have a long history of human / bear conflicts. To avoid bear conflicts, the storage and handling of trash should be given a high priority; the use of bear-proof trash containers has proven the safest and most effective technique to avoid bear conflicts. Other species which are often involved in conflicts with humans - such as marmots, striped skunks, red fox, coyotes, numerous small mammals and an occasional mountain lion - may also inhabit this area.

Indicated in the sketch plan is a public boat launch on the Slate River. Absent in the sketch plan is public parking for river users. Given the rising popularity of floating / stand-up-paddle-boarding on this stretch of river, the lack of parking should be anticipated to create significant private property conflicts and potential public hazards.

As the Gunnison Basin continues to develop, habitat available for use by wildlife is incrementally lost and conflicts with wildlife will increase. Although this project in itself affects only a small fragment of available habitat, the effects of development are cumulative, and should be considered as such. We strongly encourage the proponent to advise potential property owners of wildlife that inhabits the area, and ways to avoid and reduce human/wildlife conflicts. Thank you for the opportunity to comment on this land use change.

Sincerely,

Chris Parmeter  
District Wildlife Manager

cc: Heath Kehm, acting SW Region Manager  
J. Wenum, Area Wildlife Manager





## CRESTED BUTTE FIRE PROTECTION DISTRICT

306 MAROON AVENUE  
P.O. BOX 1009  
CRESTED BUTTE, CO 81224  
(970) 349-5333 FAX: (970) 349-3420  
WEBSITE: WWW.CBFPD.ORG

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March 25, 2019

Bob Nevins-Town Planner  
Town of Crested Butte  
Crested Butte, CO 81224

Letter # 2019-2-017

RE: Slate River Subdivision Sketch Plan/Land Use Application/West Parcel review for the Town of Crested Butte Annexation in Crested Butte, Colorado, dated March 6, 2019.

Dear Bob,

The Fire Division of the Crested Butte Fire Protection District (CBFPD) has received your sketch plans for the above noted project. After reviewing the plans for compliance with adopted codes and standards, we have the following comments.

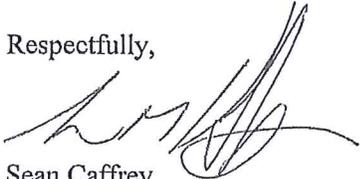
We acknowledge that

1. Town Parcel-TP1 (2.9 acres) will be zoned "P" Public. An emergency services facility, that may include a fire station/search & rescue, is the only public use that may be constructed on this parcel.
2. Town Parcel-TP1- With the current wetlands and the current height limitations does create a challenging building envelope for future emergency services facilities.
3. Section 16-4-140 Floor areas. (3) Maximum floor area ratio: a. The principal building shall not exceed two thousand eight hundred (2,800) square feet
4. In the Water Supply Plan, the fire flows stated in 3.4 Fire Flow Requirements & 4.0 Hydraulic Analysis reflect compliant fire flows based on the Maximum floor area ratio noted above. In cooperation with the Town of Crested Butte we have tested the fire flows and the fire flows passed the fire flow design requirements.
5. The names of the streets as proposed are not a duplicate of any other street name within our Fire District

Overall, other than the acknowledgments listed above we have no additional comments regarding the Slate River Subdivision Sketch Plan as dated March 6, 2019.

If you have any questions, or need further clarification, please contact our office.

Respectfully,

  
Sean Caffrey  
District Manager  
Crested Butte Fire Protection District

  
Ric Ems  
Fire Marshal  
Crested Butte Fire Protection District

## Bob Nevins

---

**From:** Cathie Pagano <CPagano@gunnisoncounty.org>  
**Sent:** Friday, March 29, 2019 10:29 AM  
**To:** Michael Yerman; Bob Nevins  
**Subject:** Slate River Annexation

Hi Michael and Bob,

Thank you for the opportunity to comment on the Slate River Annexation and Sketch Plan application. At this time the County has no comments.

Cathie Pagano, AICP CEP  
Director of Gunnison County Community and Economic Development  
221 N Wisconsin St. Suite D  
Gunnison, CO 81230  
Ph. 970-641-7985

## Bob Nevins

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**From:** Jennifer Kermode <jkermode@gvrha.org>  
**Sent:** Monday, April 8, 2019 11:32 AM  
**To:** Bob Nevins  
**Subject:** RE: Referral Agency Review: Slate River Subdivision Sketch Plan, Crested Butte, CO

Hi Bob – the Housing Authority has no comments to make at this time regarding the Slate River Annexation proposal.

Please let me know if you need anything else!

*Jennifer K.*

[www.gvrha.org](http://www.gvrha.org)  
970.641.7901

---

**From:** Bob Nevins <bnevins@crestedbutte-co.gov>  
**Sent:** Thursday, March 7, 2019 3:56 PM  
**To:** cpagano@gunnisoncounty.org; Neal Starkebaum <NStarkebaum@gunnisoncounty.org>; Chris Larsen <CLarsen@crestedbutte-co.gov>; struex@gunnisonvalleyrta.org; cvelado@mtcrestedbuttecolorado.us; Chris.parmeter@state.co.us; lnichols@gunnisonschools.net; scaffery@cbfpd.org; kaberry@mines.edu; CESP-REGULATORY-INFO@usace.army.mil; drew@gunnisoncountylibraries.org; fkugel@ugrwc.org; Jennifer Kermode <jkermode@gvrha.org>  
**Cc:** myerman@crestedbutte-co.gov  
**Subject:** Referral Agency Review: Slate River Subdivision Sketch Plan, Crested Butte, CO

Dear Referral Agencies:

Attached for your review and comment below is the Hyperlink (**right click on link below; left click on Open Hyperlink**) to the Slate River Subdivision Sketch Plan.

[https://drive.google.com/file/d/11fnpfOGxqz\\_7oBxZTRELg-RfZIVP-RmW/view?usp=sharing](https://drive.google.com/file/d/11fnpfOGxqz_7oBxZTRELg-RfZIVP-RmW/view?usp=sharing)

The Town of Crested Butte has received the Slate River Subdivision Sketch Plan application for the West Parcel that includes six (6) Town Parcels and six (6) single-family residential Tracts on 14.157 acres that adjoin the Town's northeast boundary. The technical information contained within the submittal are the same reports that were prepared for the Slate River Development-Major Impact Project, Combined Preliminary and Final Plan application dated March 2017 and submitted to Gunnison County.

Since approval of the East Parcel, Aperture Subdivision, by Gunnison County, the following improvements have been made to the Slate River Subdivision West Parcel:

- Pyramid Avenue and Eighth Street Extension have been constructed with pavement and curb and gutter;
- A southbound left turn lane on Gothic Road has been installed onto Pyramid Avenue;
- Vehicle bridge has been constructed across the Slate River;
- Voluntary Clean-up Plan (VCUP) of the former Town landfill has been initiated and the area has been capped with clean soil, re-graded and hydro-seeded;
- Public water and sewer mains, natural gas, electric and fiber-optic lines have been installed underground within the road rights-of-way; and

2 North 8<sup>th</sup> Street, Building D  
P.O. Box 3482  
Crested Butte, CO 81224  
Ph. (970)349-5616  
Fax (970)349-7214

.....

# Mountain Express

March 28, 2019

Bob Nevins, Town Planner  
Town of Crested Butte  
PO Box 39  
Crested Butte, CO 81224

Dear Mr. Nevins,

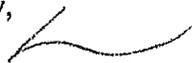
Thank you for the opportunity to comment on the Slate River Subdivision Sketch Plan Land Use Application for the West Parcel that includes six (6) single-family residential Tracts that adjoin the Town of Crested Butte northeast boundary.

We have reviewed the sketch plan application and Mountain Express is aware of the potential increase of ridership due to this development at the Teocalli bus stops which are located at 6<sup>th</sup> Street and Teocalli Avenue.

Otherwise Mountain Express has no other comment or recommendations.

We thank the Town Planning Commission for allowing us the opportunity to Comment and please keep us informed as to the progress of the application.

Sincerely,



Chris Larsen  
Transit Manager

.....



P.O. Box 5800  
Mt Crested Butte, CO 81225  
(970) 349-6632 Fax: (970) 349-6326

### Memorandum

Date: April 4, 2019  
To: Bob Nevins, Crested Butte Town Planner  
From: Carlos L. Velado, Community Development Director  
Subject: Mt. Crested Butte Slate River Subdivision Sketch Plan Referral Comments

---

Thank you for the opportunity to comment on the Slate River Subdivision Sketch Plan Application. The Mt. Crested Butte Town Council and Mt. Crested Butte Planning Commission have reviewed the subdivision sketch plan and have the following comments:

#### Mt Crested Butte Planning Commission

- The Planning Commission requests the opportunity to comment on the preliminary plan submittal at time of application.
- The location of the sledding hill and public boat launch area could create parking issues in the neighborhood. Is there public parking that serves these areas?
- A traffic study should be provided that analyzes the intersections and turn lanes, specifically at Gothic Rd (County Rd 317). Are the acceleration/deceleration lanes long and wide enough to support the volume of traffic. Also, examine how emergency vehicles would interface with passenger vehicles at the Gothic Rd (County Rd 317) intersection.
- Consider a berm or landscaping for the affordable housing on TP3 to buffer the housing from noise and traffic along Gothic Rd (County Rd 317).
- Is there going to be an improved bus stop at Gothic Rd (County Rd 317) that serves the subdivision?

#### Mt Crested Butte Town Council

- The Town Council requests that efforts be made to widen the County Rd 317 at the County Rd 317/Pyramid Avenue Intersection.



March 29, 2019

Bob Nevins, Town Planner  
Town of Crested Butte  
P.O. Box 39  
Crested Butte, CO 81224

Dear Mr. Nevins,

Thank you for the opportunity to comment on the Slate River Subdivision Sketch Plan Land Use Application for the West Parcel that includes six (6) Town Parcels and six (6) single-family residential Tracts on 14.157 acres that adjoin the Town of Crested Butte's northeast boundary.

We have reviewed the sketch plan application dated March 6, 2019 and have determined that the subdivision as presented will have little or no impact on the operations of the Gunnison Valley RTA.

Therefore, we have no comments or recommendations regarding the application.

Please thank the Town Planning Commission for allowing us the opportunity to comment and please keep us informed as to the progress of the application.

Sincerely,

Scott Truex,  
Executive Director  
Gunnison Valley RTA

## **Bob Nevins**

---

**From:** Frank Kugel <fkugel@ugrwcd.org>  
**Sent:** Thursday, March 21, 2019 10:48 AM  
**To:** Bob Nevins  
**Subject:** Slate River Subdivision Sketch Plan Review

Hi Bob,

I have reviewed the sketch plan for the Slate River Subdivision as it pertains to water quality and quantity. The Town is providing the water supply and wastewater treatment for the development, and a drainage plan was developed by SGM. Therefore, we have no water quality or quantity concerns with this development.

Thank you for the opportunity to review this proposal.

**Frank Kugel**  
**General Manager, UGRWCD**  
210 W. Spencer Ave., Suite B  
Gunnison, CO 81230  
(970) 641-6065

July 31, 2019

Jill and Jay Indovino  
616 Butte Avenue  
Crested Butte, CO 81224

Bob Nevins, Town Planner  
Town of Crested Butte  
507 Maroon Avenue/P.O. Box 39  
Crested Butte, CO 81224  
Telephone: (970) 349-5338, Ext. 112  
Email: [bnevins@crestedbutte-co.gov](mailto:bnevins@crestedbutte-co.gov)

RE: Slate River Subdivision Proposals

Dear Mr. Nevins:

At your suggestion, I am documenting some concerns I emailed to you earlier on the proposed Slate River Subdivision.

- 1) We are the owners of 616 Butte Ave Jay and Jill Indovino- it is listed in the documents that Evan Kazbaum is the owner- we purchased this property in December 2017. Evan still owns 614 Butte Avenue.
- 2) **Density concerns-** traffic and parking near the Gas Café and where the proposed houses and multifamily units are proposed (TP 3 and TP 5) is significant. Including that much additional parking is a concern. In the illustrative sketch plan the parking lots go out through Butte Avenue and that would be a significant amount of congestion right in front of a busy gas station/restaurant and residential street. If there is a way to have the multifamily units parking (TP5) access go in and out on to Gothic that would alleviate some congestion on Butte Ave.
- 3) **Parking-**One of the proposed parking lots in TP3 of the sketch is directly adjacent to our property and our neighbors. Perhaps the parking lot could be located behind units where there is ample green space. If not we would like to know how this parking lot can be mitigated with landscaping and how traffic would be maintained. I would think that street parking along Butte would have to be curtailed with this additional congestion. Butte Avenue is heavily used by cars, trucks, buses, campers as short term and long term parking in the fall, late spring and summer.
- 4) **Knoll- Elevated Land Parcels** It was our understanding that building would not take place on the knoll that currently exists. This was built up after the town dump was

removed and additional cap was put into place. We were told that any building on this land would include the removal of the extra dirt so that building is at street level.

Based upon my reading of the documents I am not sure if that is what is intended or planned. I would like to confirm that building of any structures will not be on top of the knoll that currently exists. It does seem that all of the homes within town are built on a street level and hope that is not being changed for this section of land.

- 5) **Next Steps-** We would like to be notified of next steps, meetings and comment period. I was not aware of the last meeting and would like to comment and want to make sure I am available for additional meetings. Please let me know what I need to do to stay informed.
- 6) **In person meeting-** I would like to meet with you in person to make sure I understand the proposed developments in August 2019.

Thank you for your consideration. I look forward to meeting you and understanding more about this important development for the Town of Crested Butte.

Thank you,

Jill and Jay Indovino