

AGENDA
Town of Crested Butte
Planning Commission
Monday, April 8, 2019
Council Chambers, Crested Butte Town Hall

The times are approximate. The meeting may move faster or slower than expected.

6:00 MEETING OF THE TOWN OF CRESTED BUTTE PLANNING COMMISSION CALLED TO ORDER

6:02 APPROVAL OF AGENDA

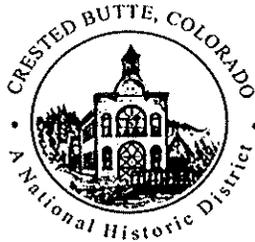
6:04 EXECUTIVE SESSION

For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) regarding the role of the Planning Commission.

6:30 REVIEW OF THE SLATE RIVER MAJOR SUBDIVISION SKETCH PLAN

A public hearing on the review of Major Subdivision Sketch Plan Application pursuant to Municipal Code Sec. 17-5-20 and possible action to approve, approve with conditions, or deny the sketch plan to allow the for the application of Preliminary Plat.

8:00 ADJOURNMENT



PLANNING COMMISSION

Staff Report

Slate River Major Subdivision Sketch Plan Review

To: Town of Crested Butte Planning Commission

Thru: Michael Yerman, Community Development Director

From: Bob Nevins, Town Planner

Subject: **Slate River Major Subdivision Sketch Plan Review
Public Hearing**

Date: April 8, 2019

1.0 Purpose.

For Town Council, acting as the Town of Crested Butte Planning Commission, to review the conformance of the Slate River major subdivision sketch plan proposal with the criteria established in Sec. 17-5-20(6)e. of the Municipal Code. Approval of the sketch plan, with or without conditions, constitutes authorization for the subdivider to prepare and submit a preliminary plan application.

The Slate River sketch plan application including all the technical reports are included as **Attachment 1**.

2.0 Introduction.

The Town of Crested Butte is considering a major subdivision of a 14.157 acre parcel referred to as the Slate River subdivision along the Town's northeastern boundary. The proposed sketch plan includes six (6) Town Parcels and one (1) Tract of Applicant Retained Lands. Potential land uses include: government, public service and recreational facilities, deed-restricted affordable housing, free-market single-family homes, open space and preserved wetland areas. A tentative zoning map (**Exhibit A**) and major subdivision illustrative sketch plan (**Exhibit B**) are included. The property owner and developer is Cypress Foothills, LP (Developer) at 8343 Douglas Avenue, Suite 200, Dallas, Texas 75225.

3.0 Pre-Annexation Agreements. The Town and Developer have entered into a Pre-annexation Agreement that was subsequently amended twice (Agreements) Reception No. 638399, 643828, and 656557. These Agreements were necessitated by two important factors. First, the Town agreed to extend water and sewer service outside the Town limits to the portion of the development that will remain in the County in exchange for land to be dedicated for public uses

in the area that will be annexed to the Town (Annexation Area). Second, a portion of the land required clean-up because it was the site of a landfill. The VCUP requires intended uses to be delineated to ensure appropriate clean-up standards are established before the land could be remediated. The VCUP standards allow for high intensity uses ranging from schools to housing or passive public uses such as open space or parks on the lands south of Pyramid Avenue. The only portions of the proposed Annexation not included in the VCUP are the lands north of Pyramid Avenue which are agreed to be public lands or residential lots retained by the Developer. The agreed to land uses are summarized from the in the staff report.

4.0 Supplemental Information.

Community Development Director Report.

The Staff Report is included as Supplemental Information, **Item No. 1.**

BOZAR Recommendation.

BOZAR's recommendations are outlined in the Supplemental Information, **Item No. 2.**

Referral Comments.

Referral agency comments are included as Supplemental Information, **Item No. 3.**

5.0 Planning Commission Review Criteria.

The Planning Commission is to conduct the public hearing pursuant to Sec. 17-5-20(6)e. and review the major subdivision sketch plan's conformance with the following requirements:

1. Dedication requirements in Sec. 17-5-90. *Conforms.*

The dedication requirements, established by the Town Code on a per unit basis, are based on the following residential development program:

TP3-10 multi-family, affordable housing units; TP5-45 to 60 multi-family, affordable housing units; and T-6 single-family, free-market homes =

61 to 76 Total residential units.

a. Public parks requirement.

6 sf units x 0.0263 acres = 0.16 acres

10 mf units x 0.03 acres = 0.30 acres

45-60 mf units x 0.03 acres = 1.35– 1.80 acres

Total = 1.81- 2.26 acres

Proposed: TP4 (3.93 acres) and TP6 (0.90 acres) = 4.83 acres; *exceeds minimum requirement by +2.57 to +3.027 acres.*

b. Public facility purposes.

61- 76 residential units x 0.0356 acres = 2.17- 2.71 acres

Proposed: TP1 (2.90 acres); *exceeds minimum requirement by +0.19 to +0.73 acres.*

c. Public schools.

61- 76 residential units x 0.0034 acres = 0.21- 0.26 acres

Proposed: TP2 (1.26 acres); *exceeds minimum requirement by +1.00 to +1.05 acres.*

d. Total Dedication Requirement: 4.19- 4.77 acres.

Proposed: P-Public lands-T1 (2.9 acres); T2 (1.26 acres); TP4 (3.93 acres); and TP6 (0.90 acres) = 8.99 acres; *exceeds minimum requirement by +4.22 to +4.80 acres.*

2. Proposed capital expansion recovery system fees to comply with Sec. 17-5-100. Waivers.

Pursuant to the Agreements, Town Council granted an exemption for all of the capital expenditure recovery fees imposed upon a new subdivision finding that such waiver is in the best interests of the public by virtue of the fact that the subdivider is providing specific public facilities which directly enhance the recreational, social, economic or cultural facilities of the community and that such subdivider-provided public facilities are approximately equivalent in value to the otherwise required capital expansion recovery system fee as estimated below:

a. Table 17A-1 Capital Expansion Recovery System Fees (Lands subject to Crested Butte land transfer excise tax)

6 single-family, free-market units	x \$2,898.99 = \$ 17,393.94
45-60 multi-family, affordable units	x \$2,771.74 = \$124,728.30- \$166,304.40
Subtotal	= \$142,122.24- \$186,698.34

b. Table 17-B Capital Expansion Recovery System Fees (Per square foot of right-of-way for snow plow equipment)

Pyramid Avenue (to 8 th St) 60 feet ROW x 600 feet = 36,000 lf x \$0.1287 = \$4,633.20	
Eighth Street Extension 60 feet ROW x 175 feet = 10,500 lf x \$0.1287 = \$1,351.35	
Subtotal	= \$5,984.55

Total Capital Expansion Recovery System Fees = \$148,106.79 - \$192,682.89*

* The total capital expansion recovery system fees (land transfer excise tax and right-of-way) for the six (6) free-market, single family home that will be retained by the subdivider totals \$23,378.49; and the 45-60 affordable housing units on land, TP3 and TP5, that will be deeded to the Town totals \$124,728.30 to \$166,304.40.

Pursuant to Sec. 17-5-100(c) Exemption from fee, Town Council may grant an exemption for all or any part of the capital expansion recovery system fee imposed on a new subdivision upon a finding that such waiver is in the best interests of the public by virtue of the fact that the subdivider will provide specific public facilities which directly enhance the recreational, social, economic or cultural facilities of the community and that such subdivider-provided public facilities are approximately equivalent in value to the otherwise required capital expansion recovery system fee.”

The subdivider is providing a total of almost nine (9) acres of land deeded to the Town, 4.22 to 4.80 acres more than the minimum land dedication requirement, for public facilities, affordable housing, public parks, recreational access/trails, wetland preservation and natural open space that are direct enhancements to the community and exceed in value the required capital expansion recovery system fee for both the free-market single-family homes and affordable housing units.

Planning Commission may recommend to Town Council that all capital expansion recovery system fees be waived, finding the public land dedication exceeds the requirements pursuant to the Code.

3. **General and specific design and improvement standards, set forth in Articles 6 through 13 of Chapter 17 Subdivision.** *Conforms.* Refer to Supplemental Information, Item No. 1 Community Development Director Report (a).
4. **The existing or proposed underlying zone districts.** *Conforms.* Refer to Supplemental Information, Item No. 1 Community Development Director Report (b).
5. **The Town's Land Use Plan.** *Conforms.* Refer to Supplemental Information, Item No. 1 Community Development Director Report (c).
6. **The Town's Transportation Plan.** *Conforms.* Refer to Supplemental Information, Item No. 1 Community Development Director Report (d).
7. **The Town's Noxious Weed Plan.** *Conforms.* Refer to Supplemental Information, Item No. 1 Community Development Director Report (e).
8. **The Town's Energy Action Plan.** *Conforms.* Refer to Supplemental Information, Item No. 1 Community Development Director Report (f).
9. **The Town of Crested Butte Parks and Recreation Regional Master Plan.** *Conforms.* Refer to Supplemental Information, Item No. 1 Community Development Director Report (g).
10. **The Town's Design Guidelines.** *Conforms.* Refer to Supplemental Information, Item No. 1 Community Development Director Report (h).
11. **The Gunnison County Trails Master Plan.** *Conforms.* Refer to Supplemental Information, Item No. 1 Community Development Director Report (i).

6.0 Recommended Action.

A Council member make a motion to approve the Slate River Major Subdivision Sketch Plan with or without conditions, followed by a second.

Attachment:

- 1- Slate River Major Subdivision Sketch Plan Application (including technical reports)

Exhibits:

- A- Tentative Proposed Zoning Map
- B- Proposed Illustrative Sketch Plan

Supplemental Information:

- Item No. 1- Community Development Director Report
- Item No. 2- BOZAR Recommendation
- Item No. 3- Referral Agency Comments

Exhibit A
Tentative Proposed Zoning Map



- KEY**
- 'P' - PUBLIC
 - 'P-F' - RESIDENTIAL
 - 'R-4' - RESIDENTIAL



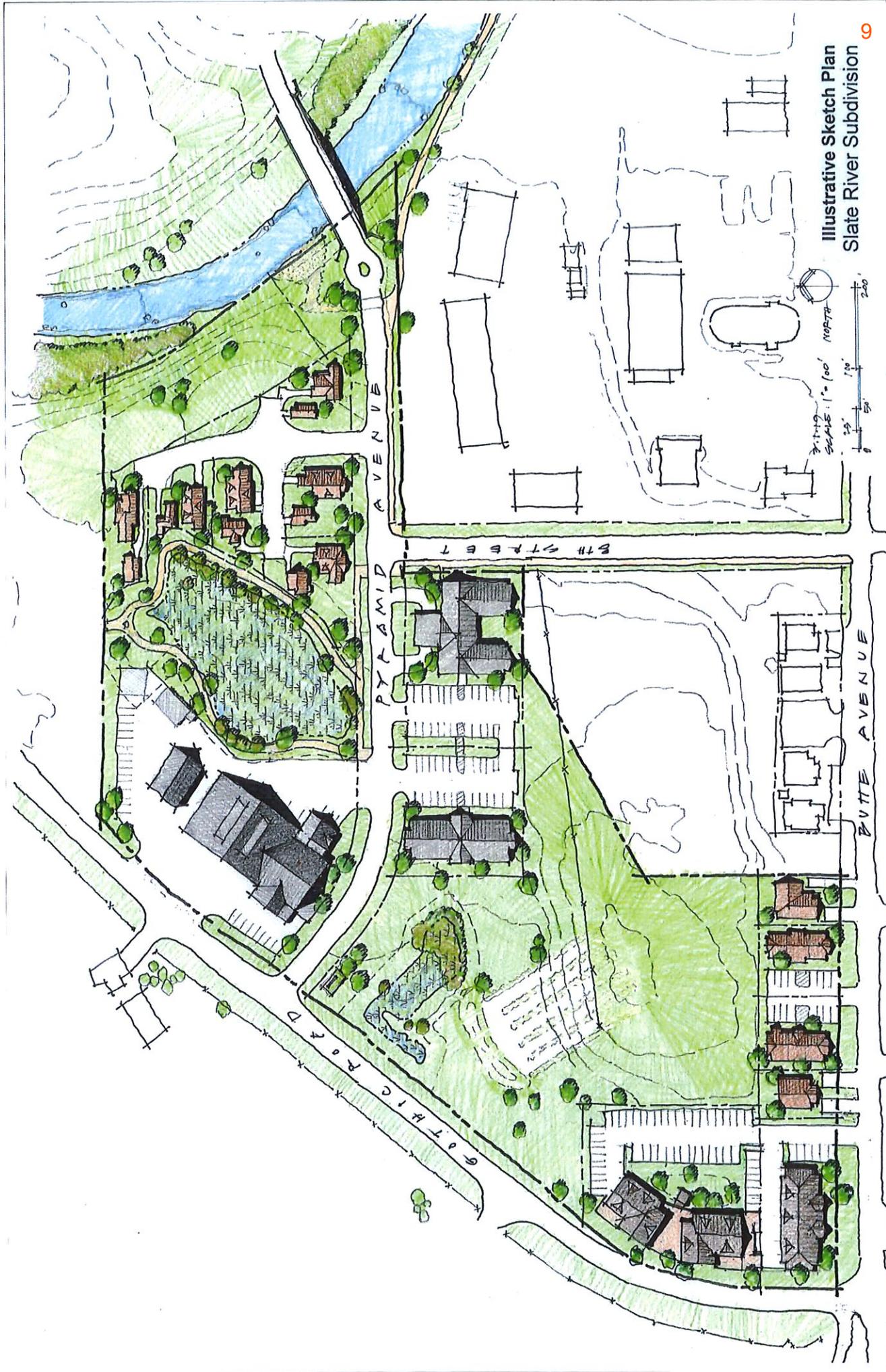
Tentative Proposed Zoning Map
Slate River Subdivision

Exhibit B

Proposed Illustrative Sketch Plan

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Illustrative Sketch Plan
Slate River Subdivision



SUPPLEMENTAL INFORMATION

Supplement No. 1:

Staff report. The Community Development Director, in accordance with **Sec. 17-5-20(5)**, provides the following report that evaluates the Slate River Subdivision sketch plan in regards to its general conformance with the Code requirements for major subdivision.

- a. These subdivision regulations.** *Conforms.* The Town with authorization from subdivider submitted a complete major subdivision sketch plan application that contains the information required per Sec. 17-5-30 Sketch plan submittals. The application contains technical reports prepared by professional consultants that address specific review criteria; also included are a tentative zoning map, a proposed subdivision lay-out that identifies rights-of-way, parcels and tracts, and an illustrative sketch plan.

- b. Existing and proposed underlying zone districts.** *Conforms.* The property is partially developed open land currently located in Gunnison County with no zoning. The major subdivision sketch plan comports with the proposed zoning for the property that includes: P-Public on TP1, TP2, TP4 and TP6; R4-Residential on TP3 and TP5; and R1F-Residential on T1-T6. The proposed zoning of the property is consistent and compatible with the existing adjoining zone districts at the northeastern sector of Town.

- c. Town's Land Use Plan.** *Conforms.* The Crested Butte Area Plan identifies this area as being comprised of multi-family and single-family neighborhoods in the future. The proposed sketch plan contains residential uses that include duplexes, tri-plexes and multifamily units (TP3 and TP5) and single-family homes (T1-T6). Public uses are also proposed that may include a fire station, search and rescue facility, hospital/medical clinic, recreation facility and/or library (TP1 and TP3); and public open space (TP4 and TP6). The proposed land uses within the Slate River subdivision are compatible with the existing land uses in both, the Town and County, in terms of their locations, uses, intensities, densities, masses, scale and character.

- d. Town's Transportation Plan.** *Conforms.* Crested Butte is a compact, grid-street plan with an integrated network of pedestrian/bicycle trails, free local and regional transit service and dispersed public parking areas. Goods and services are easily accessible by foot, bicycle or bus from the residential and lodging areas. Private automobile use within Town is discouraged. The proposed Slate River subdivision is within walking or biking distance of the historic downtown business district and other locally-serving businesses. A convenience store/gas station and restaurant are located directly to the south across Butte Avenue. The affordable housing units and future public facilities will be served locally by Mountain Express and regionally by RTA. Transit stops are located one to two blocks away at Sixth Street and Teocalli Avenue and within four blocks is the 4-Way Transit Station. A "safe-route-to-schools" will be provided along the west of Eighth Street to the Community School and a multi-use trail will connect the neighborhood to the Rec Trail and greater trail network.

e. Town's Noxious Weeds Management Plan. *Conforms.* The BiKis Wetland Report noted there are currently noxious weeds on-site, creeping thistle and ox-eye daisy, which occur around the perimeters of the wetlands. Pursuant to Sec. 17-13-40(h), the subdivider is responsible for the eradication of noxious weeds on public and private lands within the subdivision for at least five (5) years after the final acceptance of the subdivision improvements by the Town.

f. Town's Energy Action Plan. *Conforms.* The Energy Action Plan for the Town of Crested Butte was prepared in 2009 with the goal of reducing Equivalent carbon dioxide (CO₂e) annual emissions in 2020 by 20% below 2005 levels and in 2050, annual emissions are to be 80% below 2005 levels. The proposed Slate River subdivision includes. A high priority of the Energy Action Plan is to develop comprehensive policies for Land Use Plan/Affordable Housing. The proposed Slate River subdivision furthers these policies by integrating government/public services, affordable housing and single-family residences within the Town boundaries in close proximity to goods, services, work, schools, religious institutions and recreation. Other Energy Action Plan high and mid-priorities can be addressed as the project develops over time: 1) improving the efficiency of Town operations; 2) constructing energy efficient Town buildings; 3) promoting green ridership; 4) enhancing the trail system; and 5) expanding bus service.

g. Town of Crested Butte Parks and Recreation Regional Master Plan. *Conforms.* The Parks and Recreation Regional Master Plan was prepared in April 2010 and it provides a vision for Crested Butte's parks and recreation programs and facilities including open space and trail linkages to adjacent public lands and neighboring communities. In the next ten (10) years, the Master Plan recommends for the Town to focus on maintaining or improving the current level and quality of service including, but are not limited to: 1) improving, upgrading, and/or enhancing aging facilities and infrastructure; 2) continuing the development of trails and connectivity to and throughout Town; 3) continuing to support the preservation of open space in the region and in Town; 4) developing additional parks and facilities in new residential areas that may arise; and 5) continuing current standards of maintenance and care for facilities, infrastructure and grounds.

The proposed Slate River subdivision has set aside nearly six (6) acres or forty-two percent (42%) of its total area for public parkland, natural open space and trails. Proposed open space and recreational features include: 1) two wetland areas are to be preserved and enhanced with the potential for a walking trail and passive recreation; 2) the high quality wetland/riparian area along the Slate River is to be preserved and protected; 3) the re-contoured slopes within TP4 provide an opportunity for the relocation of the Big Mine sledding area onto this site; 4) a boat launch area on the Slate River is proposed adjacent to the bridge; 5) a "safe-route-to-school" sidewalk is provided along the west side of Eighth Street; and 6) a soft-surface multi-use trail is planned to connect to the Rec Trail.

h. Town's Design Guidelines. *Conforms.* The primary roadways are generally consistent with the Town street-grid; Pyramid Avenue has an east-west orientation and Eight Street runs north-south. Proposed buildings are parallel and face towards the public streets. All public buildings, affordable housing units and single-family residences will meet the various zone district standards and each building will be reviewed by BOZAR to ensure conformance with the Town's Design Guidelines, including new guidelines that will apply to the R1F zone district.

i. Gunnison County Trails Master Plan. *Conforms.* The County Trails Master Plan was developed in 2010 with its mission to protect, plan, develop and manage trails; to promote alternative modes of transportation; to provide access to public lands; and to promote the recreational economy of Gunnison County. The Trails Commission is charged with developing a trails system that respects the rights of private property owners, facilitates communication between interested parties, and works with private entities, local, state and federal agencies to enhance the trail system. While the Slate River subdivision property is not specifically included in the County Trails Master Plan, the subdivision proposal meets many of the Plan's objectives: 1) it creates a new multi-use trail that connects to the existing Rec Trail; 2) provides a community-connector or "safe-route-to-school" along the west side of Eighth Street to the Community School and link to the Deli Trail; and 3) results in a partnership between the owner/developer and the Town.

Supplement No. 2:

BOZAR Recommendation. The Community Development Director referred the Slate River sketch plan to the BOZAR, in accordance with Sec. 17-5-20(4) Staff referral, for review, comments and recommendations specifically related to potential zone district designations as provided in the application. At a regular meeting on March 26, 2019, BOZAR reviewed the proposed sketch plan and provided confirmation or other recommendations concerning the proposed zoning for each of the Town Parcels (TP1-TP6) and Applicant Retained Lands (Tracts T1-T-6) as shown on Exhibit A-Tentative Proposed Zoning Map. BOZAR's recommendations are outlined below:

P-Public District: Town Parcels TP1, TP2, TP4 and TP6. Land uses for these Town Parcels (TP) may include the following:

TP1, 2.9 acres, a site that may be suitable for the potential relocation of the fire station and search and rescue facility with a maximum height limit of thirty (30) feet; and no development other than a possible walking trail allowed within the wetland area. *BOZAR's zoning recommendation of P-Public, public facilities, is consistent with both the Agreement and Sketch Plan application.*

TP2, 1.26 acres, a site that may be appropriate for future public facilities and/or services such as essential government uses (but not public works facilities), schools, libraries or museums, art centers, recreation facilities, parks or playfields, public hospital or health care facility, a private medical clinic or offices and ancillary parking. *BOZAR's zoning recommendation of P-Public, public facilities, is consistent with both the Agreement and Sketch Plan application.*

TP4, 3.93 acres, an area that may be suitable for open space, wetlands preservation, sledding hill, parks, snow storage, additional storage for the public works yard if fenced or screened and no other structures allowed. *The Agreement identifies two possible zone districts, P-Public or A-O Agriculture-Open District and the Sketch Plan application proposed A-O zoning. Since the parcel does not meet the A-O minimum lot area requirement of ten (10) acres, staff concurs with BOZAR's zoning recommendation of P-Public, open space, recreation and snow storage.*

TP6, 0.90 acres, an area that may be suitable as a 100-foot buffer zone for the high-quality wetlands along the Slate River and where uses should be limited to: protected open space for wildlife, public access within the designated boat launch area and free of any structures other than signage deemed necessary by the Town. *The Agreement and Sketch Plan application both propose A-O Agriculture-Open District zoning. Since the parcel does not meet the A-O minimum lot area requirement of ten (10) acres, staff concurs with BOZAR's zoning recommendation of P-Public, open space with a conservation covenant to protect the riparian wetland and wildlife habitat areas.*

R4-Residential District: Town Parcels TP3 and TP5. Land uses for these Town Parcels (TP) may include the following:

TP3, 1.14 acres, a parcel that may be suitable for future deed-restricted affordable housing which may include duplex, tri-plex and 4-plex units. *The Agreement identifies three (3) possible zone districts for this tract: A-O Agriculture-Open District, R2-Residential and R-4 Residential, and the Sketch Plan application proposes R2 zoning for the east portion of the parcel and R4 zoning on the western area of the parcel adjacent to Gothic Road. Based on the existing R4 zoning immediately to the east and south of TP3, staff concurs with BOZAR's zoning recommendation of R4-Residential, affordable housing, for the entire parcel.*

TP5, 0.99 acres, a parcel that may be appropriate for future deed-restricted affordable housing which may include duplex, tri-plex and/or multi-family units, even though some members had concerns about the mass and scale of buildings that could be allowed under R4 zoning and the potential visual impacts of development along Gothic Road at the entrance of town. *The Agreement identifies three (3) possible zone districts for this tract: A-O Agriculture-Open District, R2-Residential and R-4 Residential, and the Sketch Plan application proposes R4 zoning. BOZAR's zoning recommendation of R4-Residential is consistent with both, the Agreement and Sketch Plan application.*

R1F Residential District: Applicant Retained Lands Tracts T1-T6. Land uses for these Tracts (T) may include the following:

T1-T6, 1.45 acres, an area that may be appropriate for six (6) single-family homes under the proposed R1F zoning and with proper grading, landscaping and siting of the driveways and houses. *The Agreement identifies a zone district similar to the existing RID-Residential district and the Sketch Plan application proposes a new zone district, R1F, which is similar to the RID zone. BOZAR's zoning recommendation of R1F is consistent with both, the intent of the Agreement and Sketch Plan application.*

Supplement No. 3:

Referral Agency Comments. Referral agencies as identified in Sec. 17-5-20 (6) c. were contacted and provided with the complete sketch plan application on March 7, 2019. Written responses that were received from the various agencies by the Community Development Department are attached along with the complete list of referral agencies on the following pages:

List of Referral Agencies:

Gunnison County (3)

- 1. Gunnison County Board of County Commissioners**
- 2. Gunnison County Planning Commission**
- 3. Gunnison County Sustainable Tourism and Outdoor Recreation Committee**

Address: 200 E. Virginia, Gunnison, CO 81230

Contact Info: Cathie Pagano (Community Development Director)

cpagano@gunnisoncounty.org, (970) 641-7985

Neal Starkebaum (Assistant Director)

nstarkebaum@gunnisoncounty.org, (970) 641-7930

4. Mountain Express

Address: P.O Box 3482, 2 North Eighth Street, Bldg D, Crested Butte, CO 81224

Contact Info: Chris Larsen, Transit Manager

clarsen@crestedbutte-co.gov, (970) 349-5616

5. Gunnison Valley Rural Transit Authority

Address: P.O. Box 39, Crested Butte, CO 81224

Contact Info: Scott Truex, Executive Director

struex@gunnisonvalleyrta.org, (970) 641-4111

6. Town of Mt. Crested Butte

Address: P.O. Box 5800, 911 Gothic Road, Mt. Crested Butte, CO 81225

Contact Info: Carlos Velado, Community Development Director

cvelado@mtcrestedbuttecolorado.us, (970) 349-6632

7. Colorado Parks and Wildlife

Address: 300 West New York Avenue, Gunnison, CO 81230

Contact Info: Chris Parmeter, District Wildlife Manager

Chris.parmeter@state.co.us, (970) 641-7060

8. RE1J School District

Address: 800 N. Boulevard Street, Gunnison, CO 81230

Contact Info: Leslie Nichols, Superintendent

lnichols@gunnisonschools.net, (970) 641-7770

9. Crested Butte Fire Protection District

Address: P.O. Box 1009, 306 Maroon Avenue, Crested Butte, CO 81224

Contact Info: Sean Caffrey, District Manager

scaffrey@cbfpd.org, (970) 349-5333 ext. 1

10. Colorado Geologic Survey

Address: 1801 Moly Road, Golden, CO 80401

Contact Info: Karen Berry, State Geologist/Director

kaberry@mines.edu, (303) 384-2640

11. U.S. Army Corps of Engineers

Address: **Paperless**

Contact info: CESPK-REGULATORY-INFO@usace.army.mil, (916) 557-5250

12. Gunnison County Libraries

Address: 307 N. Wisconsin St, Gunnison, CO 81230

Contact Info: Drew Brookhart, Executive Director

still need email, (970) 641-7903

13. Upper Gunnison River Water Conservancy District

Address: 210 Spencer Ave #B, Gunnison, CO 81230

Contact Info: Frank Kugel, General Manager

fkugel@ugrwcd.org, (970) 209-6141

14. Gunnison Valley Regional Housing Authority

Address: 202 E Georgia Avenue, Gunnison, CO 81230

Contact Info: Jennifer Kermode, Executive Director

jkermode@gvrha.org, (970) 641-7901

Cypress Foothills (2)**15. Cypress Equities**

Address: 8343 Douglas Avenue, Suite 200, Dallas, Texas 75225

Contact Info: Cameron Aderhold, Vice President (Owner/Applicant)

Cameron.aderhold@cypressequities.com, (214) 561-8877

16. Law of the Rockies

Address: 525 North Main Street, Gunnison, CO 81230

Contact Info: Marcus J. Lock, Managing Member (Authorized Representative)

mlock@lawoftherockies.com, (970) 641-1903, ext. 1

17. Gunnison County Metropolitan Recreation District

Address: P.O Box 1369, Gunnison, CO 81230

Contact Info: Lori Patin, District Manager

admin@gcmetrec.com, (970) 641-8725

Referral Agency Comments:

1. Colorado Parks and Wildlife

3-11-19

Chris Parmeter, District Wildlife Manager, Letter attached.

2. Upper Gunnison River Watershed Conservancy District (UGRWCD)

3-21-19

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

3. Crested Butte Fire Protection District

3-25-19

Sean Caffrey, District Manager and Rick Ems, Fire Marshal, Letter attached.

4. Mountain Express

3-28-19

Chris Larsen, Transit Manager, Letter attached.

5. Gunnison Valley RTA

3-29-19

Scott Truex, Executive Director, Letter attached.

6. Gunnison County
3-29-19

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

SLATE RIVER SUBDIVISION SKETCH PLAN
LAND USE APPLICATION

March 6, 2019

Submitted to:

CRESTED BUTTE TOWN COUNCIL
ACTING AS TOWN PLANNING COMMISSION

and

BOZAR

Prepared for:

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

SLATE RIVER SUBDIVISION SKETCH PLAN APPLICATION

This Sketch Plan application for the Slate River Subdivision is submitted in accordance with the requirements set forth in the Town of Crested Butte Municipal Code Section 17-5-30 Sketch plan submittals.

(1) Application. The completed Appendix K-Subdivision Application Form is included as **Attachment 1A**; and the authorization letter from the Applicant is attached as **Attachment 1B**.

The Applicant is Cypress Foothills, LP, a Texas limited partnership. Applicant is the sole owner of the property subject to the Application. Applicant's address is 8343 Douglas Ave., Suite 200, Dallas, Texas 75225. Applicant's 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. Applicant's other authorized representatives include Cameron Aderhold, David Shute, Tyler Harpel, the other attorneys and staff at Law of the Rockies, and the other engineers, surveyors, and staff at Schmueser Gordon Meyer, Inc.

(2) Legal description. A legal description of the Slate River Subdivision (West Parcel) is provided as **Attachment 2A**; and the Aperture Replat A-Site Survey is **Attachment 2B**.

The legal description for the entire Property is also included in Attachment 2. The entire Property contains both, the West Parcel (Slate River Subdivision) that is being annexed into the Town of Crested Butte, and the East Parcel (Aperture Subdivision) that is to remain within unincorporated Gunnison County. The 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 in a southeasterly direction through the Property.

(3) Site Plan. The name of the project is the Slate River Subdivision; it is a new development that is not part of an existing subdivision. The site plan sketch contains six (6) Town Parcels (TP1-TP6), a public right-of-way (Pyramid Avenue), a private access road (8th Street Extended) and six (6) single-family lots (T1-T6) to be retained by the owner/developer. These parcels, lots, and rights of way are located on a 14.157 acre tract of land. The Slate River Subdivision Sketch Plan is provided as **Attachment 3A** and the proposed land uses include the following:

- TP1 (126,359 sf / 2.90 ac)-Fire station and search & rescue facilities with a protected wetland area;
- TP2 (55,112 sf / 1.26 ac)-Public facility that may be an early learning center, medical clinic or recreation center;
- TP3 (49,857 sf / 1.14 ac)-Affordable housing, moderate density;
- TP4 (170,233 sf / 3.93 ac)-Open space, recreation, snow storage and protected wetland with a conservation covenant;
- TP5 (43,144 sf / 0.99 ac)-Affordable housing, higher density;
- TP6 (39,399 sf / 0.90 ac)-Open space with a conservation covenant;

- Public and private rights-of-way (68,825 sf / 1.58 ac)-Pyramid Avenue and 8th Street Extended; and
- T1-T6 (63,369 sf / 1.45 ac)-Single-family free-market homes with accessory dwellings.

The site map has a contour interval of two (2) feet. A majority of the site has slopes of less than fifteen percent (15%) and it is in these areas where development is proposed. Very limited single-family residential development is proposed on the northern knoll area that has fifteen to thirty percent (15-30%) side-slopes. The eastern boundary of the Property is a steep riparian river bank with slopes exceeding thirty percent (30%) in grade; and this area adjoining the Slate River is proposed as natural Open Space.

Zoning. The proposed Town zoning for the Property includes “P” Public, “R4” Residential and a new Town zone district, “R1F” Residential. Proposed zoning for Town Parcels; TP1 and TP2 is “P” Public. TP3 is “A-O”, “R2A”, or “R4”. TP4 “A-O” or “P”. TP5 is “A-O”, “R2A”, or “R4”. TP 6 is “A-O”. The proposed Zoning Map and the “R1F” zone district standards for the T1-T6 single-family lots are contained in **Attachment 3B**.

Landscaping. The public street rights-of-way, Pyramid Avenue and Sixth Street extension, will be graded and hydro-seeded with Mix Type 1: yarrow, slender wheatgrass, subalpine buckwheat, Rocky Mountain fescue, junegrass and alpine bluegrass.

The majority of the site, including the open space will remain undisturbed with natural vegetation. All areas that are disturbed and not landscaped will be revegetated/hydro-seeded with certified weed-free native seed mixes. Trees and shrubs that are added in the landscape buffer areas, river park, and entrance area will be a mix of native Colorado species that are well-suited for this climate and elevation zone.

Vehicular and pedestrian access. Primary vehicular access to the Property is from Gothic Road via a new, public street, Pyramid Avenue; secondary access is provided by the extension of Eighth Street that intersects Pyramid Avenue. A public Mountain Express bus stop is located near the corner of Gothic Road and Butte Avenue, about 1,600 lineal feet (0.3 miles) from the central portion of the site. There will be a paved, “safe-route-to-schools” pedestrian pathway that extends from Pyramid Avenue southward along Eighth Street to the Community School and a potential, soft-surface multi-use pathway along the Slate River behind the Public Works facility will link the neighborhood to the existing Rec Path. Additional internal pedestrian pathways may be installed within the various parcels and around the wetland areas.

Easements. The Site Survey, included as **Attachment 2B**, references the existing access and other easements within the parcel boundary. Title work for the property identifies the following rights of access and/or easements:

1. 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 property.
2. Right of way easement granted to Atmos Energy in instrument recorded August 29, 2005 under Reception No. 557487.

3. Right of way easement granted to Gunnison County Electric Association, Inc. in instrument recorded April 26, 2007 under Reception No. 574656.
4. 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.
5. Terms, conditions, restrictions and agreements as contained in road restriction agreement recorded July 12, 2006 under Reception No. 566803. 6. Terms, conditions, reservations and agreements regarding the right of the parties to construct ditches reasonably necessary to convey water as contained in final partition of property recorded June 28, 1978 in Book 516 at Page 474.

Man-made and Natural Features. From its western boundary along Gothic Road, the Property rises gently eastward to form a broad knoll area and then descends sharply into the Slate River riparian area. The southwestern portion of the knoll area is the site of the former Town landfill. An old three (3) feet high, wood post and barbed-wire fence marks the northern property line and western boundary adjacent to Gothic Road; in 2018, a new six (6) feet high chain-link fence was installed to secure the Public Works storage area on the knoll in TP4 at the southwest portion of the Property; and a free-standing Aperture entry sign with down-lighting was placed adjacent to the Gothic Road and Pyramid Avenue intersection.

In terms of natural features, there are two (2) existing low quality wetlands on either side of Pyramid Avenue adjacent to Gothic Road. There are no rock outcroppings or other prominent geologic features nor are there any drainage ways or agricultural ditches on this West Parcel. The 100-year flood plain is contained within Slate River corridor; the parcel and lot configurations are arranged in such a manner that the flood hazard areas are contained within the TP6 Open Space and all structures will be sited to avoid any flood hazard and wetland areas. Natural Features Map is included as **Attachment 4**.

Natural hazards. According to the Gunnison County Geologic Hazards map, the majority of the Property is in the “non identified” zone with some of the flood plain and wetland areas in the “high water table” zone. There are no on-site geologic hazard areas as delineated on Geologic Hazard Maps prepared by the Colorado Geological Survey.

The CTL Thompson Geologic Hazards Evaluation and Preliminary Geotechnical Investigation report dated January 30, 2008, see **Attachment 5**, evaluated the site- specific geologic hazards and the report concluded that no geologic hazards were identified that would preclude the development of the site for the intended uses.

The Property is in an area of “low” wildfire hazard according to the Gunnison County Wildfire Hazard Map.

Hazardous conditions. The large knoll area near the corner of Gothic Road and Butte Avenue in the southwest corner of the Property is the site of the former Town landfill. As set forth in the Town Agreements¹, Cypress is proposing to cleanup portions of the old Town landfill for the

¹ 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

benefit of the Town, its residents, and nearby residents of the County. Once the cleanup has been completed pursuant to 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 to be used for various public purposes. The Town Agreements also give the Town the option in the future to further clean-up TP4 so that it can be used for an additional 1-acre of affordable housing. This Project with public and residential uses is not reasonably expected to produce hazardous substances or hazardous waste materials.

Wildlife and threatened endangered species (TES) habitat areas. The existing wetland areas perform functions related to wildlife habitat to a moderate degree. The Slate River has relatively narrow bands of wetlands on both banks that are affected by existing development, including the Town of Crested Butte’s wastewater treatment plant, pedestrian path, and Gothic Road that contribute to limiting wildlife movements.

The Gunnison office of Colorado Parks and Wildlife (“CPW”) in a letter dated May 5, 2016 indicated that the Property is not located within sensitive wildlife habitat. However, impacts to elk were identified as a potential concern and the Board of County Commissioners’ Sketch Plan approval specifically requested that a wildlife habitat analysis be prepared that addresses potential impacts to elk. Accordingly, Cypress retained Bio-Logic, Inc., natural resources consultants, to prepare a Wildlife Habitat Analysis and Mitigation Plan (“Mitigation Plan”) that is included as **Attachment 6A**. After reviewing the Mitigation Plan, Colorado Parks and Wildlife (CPW) concluded that Cypress “adequately addressed” CPW’s concerns in the Mitigation Plan, see **Attachment 6B**.

According to the Gunnison County Gunnison Sage-grouse Habitat Map, the Property does not contain Gunnison Sage-grouse habitat. Although not known to occur at the site, boreal toads, listed by the State as endangered, could inhabit the riparian areas in the development.

Existing vegetation. The upland knoll areas are dominated by mountain big sagebrush at relatively low densities with other low shrub species and considerable cover of perennial grasses and forbs. The plant community in 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, West Parcel (the Property), 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*). Weeds which occur around the perimeters of the wetlands include creeping thistle (*Cirsium arvense*) and ox-eye daisy (*Lucreanthemum vulgare*).

Wetlands. The approved wetland mapping for the entire Property that includes the East (Aperture) and West (Slate River) Parcels is shown on **Attachment 7**. There is a total of 10.14 acres of wetlands at nine locations as summarized in Table 1. However, four of these wetlands

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.

(designated Wetlands A, B, E, and the Pond Wetland) are not jurisdictional according to the Army Corps of Engineers, so that the total area of jurisdictional wetlands on the entire Property is 9.21 acres. All of the wetlands are 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 I).

Buffer setback zones designated for the wetlands and the Slate River are consistent with Gunnison County LUR requirements. A twenty-five (25) feet inner restrictive buffer is designated for most of the wetlands on the property and for the Slate River. In accordance with an agreement for sewer service from the Town of Crested Butte, a fifty (50) feet buffer from high quality wetlands and a twenty-five (25) buffer from low quality wetlands is being provided for wetlands on the East Parcel. Each of the two (2) wetlands on the West Parcel (Slate River) has a twenty-five (25) feet buffer setback zone.

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 flows in a southeasterly direction next to the Slate River Subdivision, 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 on the West Parcel (Slate River Subdivision), 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-foot buffer located on TP 6 has been 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 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.

(4) **Sketch plan facility plan.** The proposed water, waste water and other facility sketch plans are outlined below:

Water supply, treatment and storage facilities. The Project 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 as **Attachment 8**.

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 Subdivision Sketch Plan.

Waste water disposal lines and treatment facilities. The Town Agreements constitute documentation by the Town that it is willing to provide wastewater treatment services for the Property. Additional documentation attested by the proposed provider, Town of Crested Butte, indicating sufficient capacity and willingness to provide the service is included as **Attachment 9**.

Irrigation ditch system and storage. There are no agricultural ditches that traverse the Property. The title policy contains an exception related to the right of the certain parties to construct ditches reasonably necessary to convey water across the Property as contained in final partition of property recorded June 28, 1978 in Book 516 at Page 474. This title exception is addressed in the memorandum contained in this Application as **Attachment 10**. No agricultural ditches are expected to be constructed pursuant to this title exception, and it is not expected to impact the proposed development in any way.

Cypress is not aware of any other historical agricultural easements used to gain access to head gates, ditches, and fences for agricultural maintenance or operations.

Other utilities. Electric, natural gas and telephone lines will be provided underground to adequately service the proposed development.

Drainage. 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. No activity that disrupts earth will be commenced until all required permits are obtained. Construction and development will 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 will include drainage features to ensure that historic pre-development runoff rates and water quality are maintained. A full drainage report with calculations stamped and certified by a Colorado licensed professional engineer is submitted as **Attachment 11**.

Fire protection facilities. The water distribution system and storage system are capable of meeting fire flow requirements. The main station of the Crested Butte Fire Protection District is currently located approximately ten (10) blocks or from the development. There are future plans for the fire station and Search and Rescue (SAR) to be relocated into a new facility on TP1 at the corner of Gothic Road and Pyramid Avenue.

Storm water facilities. The overall site drainage strategy fully integrates the LID (Low Impact Design) drainage concept. This concept varies from the "traditional" drainage methodology of capturing surface runoff, piping it and treating it at larger regional detention or retention

locations. The LID concept relies upon having many smaller dispersed treatment areas, limiting connectivity of impervious areas and increasing the opportunity for filtration and infiltration. The main goal of this system is to slow down, treat and infiltrate the storm water before it ever becomes a concentrated flow that becomes a much more erosive and destructive force. The storm water system is more fully described in the SGM Drainage Report as **Attachment 11**.

Other public facilities. The West Parcel (Slate River Subdivision) contains several sites reserved specifically for key public facilities: TP1 is envisioned as a new fire station and search and rescue facility with enhanced wetlands and potential pathway; TP2 is set aside as a future medical clinic, early learning center or recreation facility; TP3 is proposed for medium-density affordable housing; TP4 is reserved as public open space for active/passive recreation with enhanced wetlands; TP5 is aimed at providing higher-density rental apartments; TP6 is preserved as natural open spaces and a Boat Launch; public parking is provided near the bridge with public river access being provided north of the bridge on the west side of the Slate River.

Water system estimate. The entire Slate River Subdivision will be connected to the Town of Crested Butte public water system. Town of Crested Butte has indicated there is sufficient capacity and that it is willing to provide water service (see **Attachment 9**) to proposed fire station/search and rescue facility (TP1), public use building (TP2), affordable workforce housing units (TP3 and TP5) and six (6) free-market residential lots (T1-T6).

Waste water system estimate. Town of Crested Butte has indicated there is sufficient capacity and that it is willing to provide public waste water service to the Slate River Subdivision (see **Attachment 9**). The proposed fire station/search and rescue facility (TP1), public use building (TP2), affordable workforce housing units (TP3 and TP5) and six (6) free-market residential lots (T1-T6), all will be connected to the Town of Crested Butte public waste water system. The cost of connecting all of the Town Parcels to the Town of Crested Butte's public waste water system will be the responsibility of the Town. The cost of connecting T1-T6 to the Town of Crested Butte's public waste water system will be the responsibility of the Cypress.

(5) Soils report. The topsoil on the Property varies from none to a thickness of about a foot (12"). Topsoil layers 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.

West Parcel (Slate River Subdivision) subsurface conditions 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 TP4-5 knoll area at the southwestern portion of the parcel is the approximate location of the old Town landfill. The soils report is included in the CTL Thompson report as **Attachment 5**.

(6) Vicinity map. The Property is located immediately north of the Town of Crested Butte's public works yard and the Town boundary along Butte Avenue; east of Gothic Road; south and west of the Town cemetery; and west of the Slate River. The recently approved Aperture subdivision, twenty-three (23) residential lots in Gunnison County, adjoins the Property to the

east; two single-family homes and Crested Butte Land Trust lands are to west on the opposite side of Gothic Road; the Gas Café/Exxon gas station and multi-family residential are located along Butte Ave to the south; and the Public Works facility and storage yards adjoin the Property along its southerly boundary. The Vicinity Map is included as **Attachment 12**.

(7) **Narrative.** The Property is owned by Cypress Foothills, LP and it includes the proposed Slate River Subdivision Sketch Plan on the West Parcel, 14.157 acres, and the Aperture Subdivision, on the East Parcel, 44.5 acres. The Slate River Subdivision (West Parcel) is proposed to contain a variety of land uses: public facilities, deed-restricted multi-family housing, free-market single family residences, open space/wetlands and parks while Aperture (East Parcel) has been approved by the County to include twenty-three (23) free-market single family residences and associated accessory dwelling units or structures with designated open space/wetland areas. 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 allowed to create six (6) additional single-family lots (T1-T6) on 1.45 acres within the West Parcel (Slate River) that will be annexed into the Town, zoned “R1F” Residential, a proposed new zone district (see **Attachment 3B**) and subdivided.
- The developer will convey to the Town six (6) lots (“Town Parcels 1-6”) containing a total of 11.12 acres within the West Parcel that may be used for the following public purposes:

Town Parcel-TP 1 (2.90 acres) will be zoned “P” Public. An emergency services facility, that may include a fire station/search & rescue, is only public use that may be constructed on this parcel. Any building constructed on this parcel may not exceed thirty (30) feet in height. The existing pond, a low quality wetlands, will be preserved or enhanced and may utilized for the storage of irrigation water.

Town Parcel-TP 2 (1.26 acres) will be zoned “P” Public. This parcel may only be used for open space, 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 and supportive of the foregoing uses on TP2. The developer has completed the environmental cleanup (VCUP) for those portions of the old landfill located within this Parcel, and its application for a no action determination is pending before the Colorado Department of Public Health and Environment. This parcel will be subject to an environmental covenant.

Town Parcel-TP 3 (1.14 acres) may be zoned “R2A” Residential/Multi-family and/or “R4” Residential/PUD. However, the only permitted use will be the development of affordable housing containing a density of fifteen (15) to twenty (20) units. The developer has completed the environmental cleanup (VCUP) for those portions of the old landfill located on this Parcel, and its application for a no action determination is pending before the Colorado Department of Public Health and Environment. This parcel will be subject to an environmental covenant.

Town Parcel-TP4 (3.93 acres) may be zoned “A-O” Agriculture-Open District or “P” Public and it may only be used as public open space and/or parks. Portions of the old landfill are located on this parcel. The developer installed a cap on top of landfill materials as part of its VCUP. This parcel will be subject to an environmental covenant.

Town Parcel-TP5 (0.99 acres) may be zoned “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. Portions of the old landfill are located on this parcel. The developer installed a cap on top of landfill materials as part of its VCUP. Accordingly, 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. This parcel will be subject to an environmental covenant.

Town Parcel-TP6 (0.90 acres) is proposed to be zoned “A-O” Agriculture-Open District Public and it may only be used as protected natural open space.

Other terms of the agreement include:

- **River trail.** The developer will be responsible for the construction of a river trail and fencing located adjacent to the Town Shop Yards within two (2) years of annexation. The developer reserves the right to install buffers and other mitigation measures as agreed by both parties.
- **Boat launch easement.** The developer and Town will enter into a boater access easement agreement with the dedication of the described Town Parcels above.
- **Land use approvals.** The Town will be responsible for preparing the annexation, subdivision, and zoning applications and land use approvals for Slate River (West Parcel).

- Infrastructure. The developer will be responsible for the construction of all utilities, roads (including the extension of 8th Street) and other infrastructure to serve both, the Town annexed lands (Slate River-West Parcel) and County portion of the development (Aperture-East Parcel). The developer will provide a two (2) year warranty for all Town-maintained infrastructure.
- Clean-up contribution. The Town will contribute \$350,000.00 to the developer to assist with the environmental cleanup (VCUP) of the old landfill on Town Parcel 3.

The primary access into the Property is via Gothic Road onto a new west-to-east roadway, Pyramid Avenue, that connects the Slate River Subdivision (West Parcel) with the Aperture Subdivision on the east side of the Slate River. Secondary access is provided by Butte Avenue along the southern Parcel boundary and the northerly extension of Eighth Street. A short, private access drive with a hammerhead turnaround is planned to access the six (6) free-market single-family lots (T1-T6) from Pyramid Avenue. All required parking for each of the Parcels will be provided on-site with short-term parking allowed along the shoulders of Pyramid Avenue. The existing natural landscape consisting largely of native grasses and wildflowers, sagebrush and willows will be maintained and enhanced. Landscaping with coniferous and deciduous trees, shrubs and lawn areas will occur around the single-family residences on lots T1-6, that will be comparable to other neighborhoods in Town and compatible with the adjacent neighborhoods. The public facilities (TP1-TP2) will have less landscaping due to them having larger parking lots and snow storage areas. The affordable housing developments (TP3 and TP5) will have landscaping that is comparable and compatible with the adjacent residential neighborhood and rural character of Gothic Road. There are local Mountain Express bus stops located one block south of the southern Parcel boundary near the intersection of Sixth Street and Teocalli Avenue.

Adjacent property owners. A list of adjacent property owners located with three hundred (300) feet of the proposed Slate River Subdivision (West Parcel) is provided in **Attachment 13**.

Wetlands delineation report. The wetlands report and mapping prepared by BikiS is contained in **Attachment 7**.

Hydrologic study. A drainage report was written by SGM and it is **Attachment 11**.

TES survey report. The Wildlife Habitat Analysis and Mitigation Plan (“Mitigation Plan”) submitted by Bio-Logic, Inc., natural resources consultants, is included as **Attachment 6A**. No known threatened and/or endangered species were identified on the Property.

Groundwater study report. Groundwater is discussed above in (3) **Site Plan, Groundwater**.

(8) Subdivision cost and expense reimbursement agreement. Refer to the three (3) Pre-Annexation Agreements between the Town of Crested Butte, Colorado and Cypress Foothills, LP Contained in **Attachment 14A**-Pre-Annexation Agreement; **Attachment 14B**-Amendment to Pre-Annexation Agreement; and **Attachment 14C**-Second Amendment to Pre-Annexation Agreement.

ATTACHMENTS

- 1A-** Appendix K-Subdivision Application Form
- 1B-** Owner/Applicant Authorization Letter
- 2A-** Legal Description of Slate River Subdivision (West Parcel)
- 2B-** Aperture Replat A-Site Survey, Flatirons, Inc.
- 3A-** Slate River Subdivision Sketch Plan
- 3B-** Zoning Map-Proposed
R1F Zone District Standards-Proposed
- 4-** Natural Features Map, SGM
- 5-** Geotechnical Report, CTL Thompson
- 6A-** Wildlife Habitat Study, BIO-Logic
- 6B-** Colorado Parks and Wildlife (CPW) letter
- 7-** Wetland Report and Mapping, Bikis
- 8-** Water Supply Plan Report, SGM
- 9-** Service Provision Letter, Town of Crested Butte
Water and Wastewater Estimates
- 10-** Road Restriction Agreement and Ditch Rights, Law of the Rockies
- 11-** Drainage Report, SGM
- 12-** Vicinity Map
- 13-** List of Adjacent Property Owners
- 14A-** Pre-Annexation Agreement
- 14B-** Amendment to Pre-Annexation Agreement
- 14C-** Second Amendment to Pre-Annexation Agreement

Attachment 1A-

Appendix K-Subdivision Application Form

APPENDIX K - Subdivision Application Form

Subdivider's Name CTRESS Foothills, LP

Address 8343 DOUGLAS AVE., SUITE 200, DALLAS, TEXAS 75225

Telephone Number (970) 641-1903 EXT. 1 MARCUS J. LOCK, REPRESENTATIVE
AUTHORIZED

Property Owner Name SAME AS ABOVE

Address _____

Property Owner Name _____

Address _____

Property Owner Name _____

Address _____

Property Owner Name _____

Address _____

Legal Description of Property SEE ATTACHMENT 2A - SLATE RIVER
SUBDIVISION SKETCH PLAN APPLICATION

14.157 ACRES

Legal Description of Proposed Subdivision SLATE RIVER SUBDIVISION

SEE ATTACHMENT 2A - LEGAL DESCRIPTION

14.157 ACRES

This is an application for Sketch Plan Preliminary Plan Final Plan

Signature of subdivider _____ Date: _____

Signature of owner _____ Date: _____

Signature of owner _____ Date: _____

Attachment 1B-

Owner Letter of Authorization

February 26th, 2019

VIA ELECTRONIC AND UNITED STATES MAIL

Town of Crested Butte
 c/o Dara MacDonald, Town Manager
 Post Office Box 39
 Crested Butte, Colorado 81224
dmacdonald@crestedbutte-co.gov

Re: Authorization Letter Agreement for the Town of Crested Butte (the "Town") to Complete and Submit a Formal Annexation Petition Pursuant to Section 15-1-60 of the Town Code on behalf of Cypress Foothills, LP ("Cypress") (the "Formal Annexation Petition Authorization Letter")

Dear Ms. MacDonald,

As you know, Cypress and the Town entered into that certain Pre-Annexation Agreement, dated February 16th, 2016, and recorded in the Office of the Gunnison County Clerk and Recorder at Reception Number 638399. This Pre-Annexation Agreement was subsequently amended twice: first, in the Amendment to Pre-Annexation Agreement dated December 7th, 2016, and recorded in the Office of the Gunnison County Clerk and Recorder at Reception Number 643828; and second, in the Second Amendment to Pre-Annexation Agreement, dated September 7th, 2018, and recorded in the Office of the Gunnison County Clerk and Recorder at Reception Number 656557. The Pre-Annexation Agreement, as amended, is referred to herein as the "Agreement."

The Agreement contemplated the development of certain property owned by Cypress adjacent to the Town's public works yard. The Property is bisected by the Slate River, and has been divided into a West Parcel and an East Parcel.¹ The East Parcel was developed through the County. The Agreement contemplates the annexation of the West Parcel into the Town of Crested Butte. The West Parcel is legally described on **Exhibit A** hereto.

With respect to the annexation of the West Parcel, the Agreement specifically provides in paragraph 6.4.1 that:

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

¹ Capitalized terms used herein and not otherwise defined shall have the same meaning as in the Agreement.

February 26th, 2019
Dara MacDonald
Formal Annexation Petition Authorization Letter
Page 2 of 4

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.

Agreement, at ¶ 6.4.1.

Cypress has provided the Town with all engineering, surveys, and other non-privileged materials related to the Subject Property already in Applicant's possession, custody, or control.

Pursuant to a prior authorization letter provided by Cypress to the Town, the Town completed and submitted a concept annexation request on Cypress's behalf pursuant to section 15-1-50 of the Town Code. The Town Council approved this concept annexation request at its January 22nd, 2018 meeting, thereby authorizing the filing of a formal annexation petition.

Since the annexation of the West Parcel and activities related thereto are the primary responsibility of, and at the sole cost and expense of, the Town, the purpose of this Formal Annexation Petition Authorization Letter is to allow the Town to initiate and prosecute to completion the formal annexation process on Cypress's behalf, in order to minimize costs and expense of third-party consultants, for which the Town is financially responsibility under paragraph 6.4.1 of the Agreement.

However, section 31-12-107 of the Colorado Revised Statutes and section 30(1)(b) of article II of the state constitution require Cypress, as the owner of the West Parcel, to actually sign the formal annexation petition. Cypress agrees to sign the formal annexation petition subject to the following conditions:

1. Cypress is given a reasonable opportunity to review and approve the formal annexation petition before signing it.
2. The formal annexation petition shall be consistent with the Agreement.
3. The formal annexation petition shall incorporate, and request approval of, the lot configurations for the six residential lots to be retained by Cypress on the West Parcel as shown on **Exhibit B** hereto (the "Residential Lots").
4. The Residential Lots are unique and located adjacent to wetlands. As such, the subdivision of the Residential Lots cannot be done consistent with any of the Town's existing zoning districts. Applicant and the Town desire to allow for the subdivision of the Residential Lots in a manner that minimizes impacts on wetlands and maximizes the

February 26th, 2019
 Dara MacDonald
 Formal Annexation Petition Authorization Letter
 Page 3 of 4

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 formal annexation petition shall request that the Town create, and the Town shall use its best efforts to create, a new residential zoning district for the Residential Lots in order to achieve the foregoing goals.

5. Pursuant to paragraph 6.2 of the Agreement, “[n]o 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 [Pyramid Avenue]) necessary to sell residential lots approved by the County on the East Parcel”
6. Similarly, paragraph 6.4.1.6.A of the Agreement, provides that the “Landscape Maintenance Agreement is the only remaining condition precedent to [Cypress]’s right to commence construction on the River Trail and the landscaping and fencing associated therewith.” Cypress and the Town entered into the Landscape Maintenance Agreement (formally the “Landscape Maintenance, License, and Easement Agreement) on November 1st, 2018, which agreement is recorded in the Office of the Gunnison County Clerk and Recorder at Reception Number 657206. Consequently, Cypress is now entitled to commence construction on the River Trail and landscaping and fencing associated therewith without any additional conditions or requirements, provided such construction is consistent with the Town’s construction season limitations.

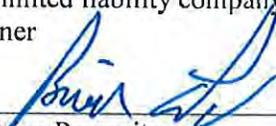
Subject to compliance with the foregoing conditions, this Formal Annexation Petition Authorization Letter extends to those steps necessary for the Town, on Cypress’s behalf, to initiate and prosecute to completion the formal annexation petition pursuant to and in accordance with sections 15-1-60, 15-1-70, and 15-1-80 of the Town Code. A signed General Development Application Form is attached hereto as **Exhibit C**.

Finally, Cypress and the Town recognize, as reflected in paragraph 6.4.1.7 of the Agreement that 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).

February 26th, 2019
Dara MacDonald
Formal Annexation Petition Authorization Letter
Page 4 of 4

CYPRESS FOOTHILLS, LP,
a Texas limited partnership

By: CYPRESS FOOTHILLS, GP, LLC,
a Delaware limited liability company, its
General Partner

By: 

Brian Parro, its
Chief Financial Officer
and Vice President

Acknowledged, agreed, and accepted by:

TOWN OF CRESTED BUTTE, a Colorado home rule municipal corporation

By:

Dara MacDonald, Town Manager

ATTEST:

Town Clerk

Exhibits (3)

EXHIBIT ALegal Description (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:

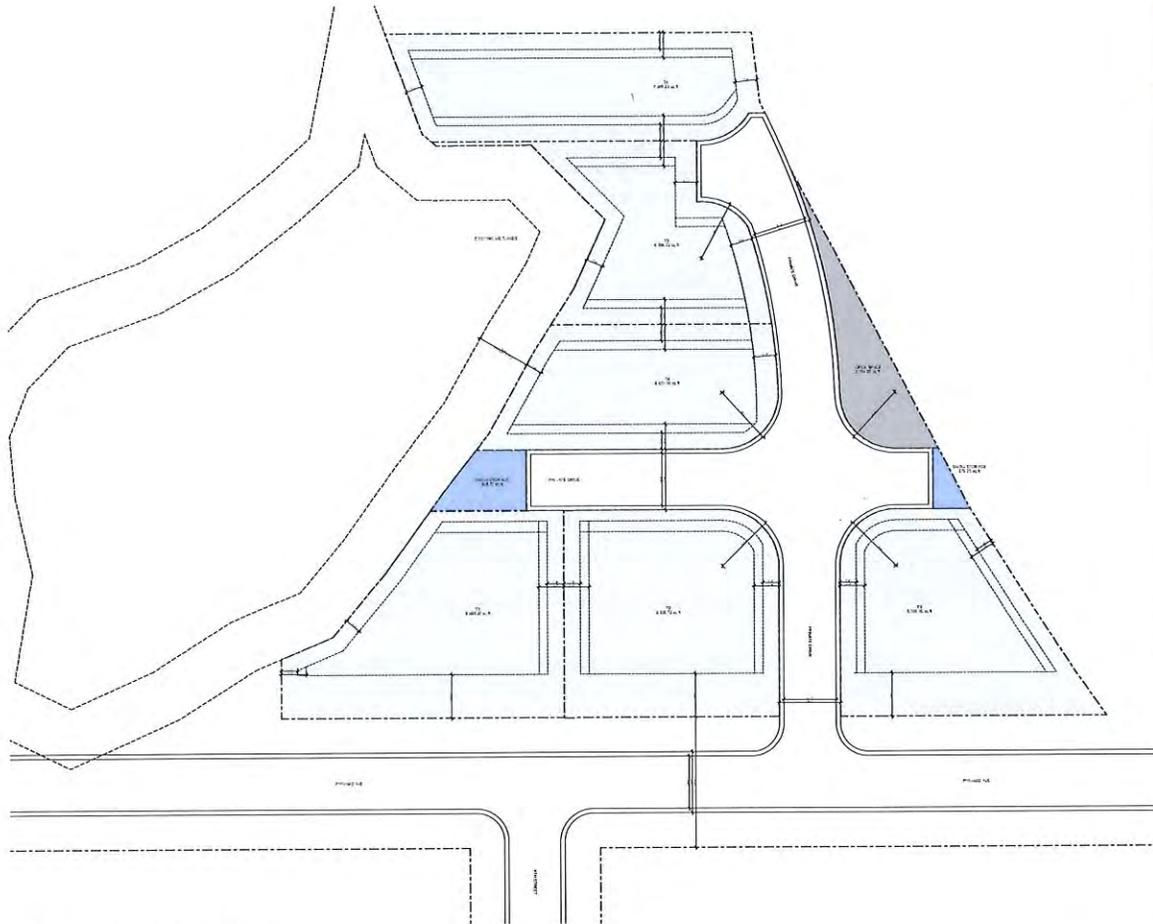
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- 3) S35°50'28"W a distance of 88.19 feet,
- 4) S40°05'13"W a distance of 207.37 feet,

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.

Exhibit B



PROPOSED SITE PLAN OPTION A
 SCALE: 1" = 20'



Address:
 715 West Main Street, #204
 Aspen, Colorado 81611
 Email:
 154 Main Street, #202
 Aspen, CO 81611
 Phone:
 p: 970.278.4137
 f: 970.278.2552

TOWNSITE LAYOUT
 Crested Butte CO

SITE OF PUBLICATION	12/18
PROJECT NO.	16-120
DRAWN BY	IS
COMPILED BY	FORUM PH/IC

PROPOSED SITE PLAN

A-001



GENERAL DEVELOPMENT APPLICATION

PO Box 39
 Crested Butte, CO 81224
 Phone: 970-349-5338
 Email: myerman@crestedbutte-co.gov

1. TYPE OF APPLICATION (Check-off as appropriate)

- | | |
|---|---|
| <input type="checkbox"/> Concept Annexation
<input checked="" type="checkbox"/> Formal Annexation Petition Review
<input type="checkbox"/> Sketch Plan
<input type="checkbox"/> Preliminary Plan
<input type="checkbox"/> Final Subdivision Plan Review | <input type="checkbox"/> Water/Waste Water Outside Town Boundary Connection
<input type="checkbox"/> Watershed Permit
<input type="checkbox"/> Other: _____ |
|---|---|

2. GENERAL DATA (To be completed by the applicant)

A. Applicant Information

Name of Applicant: Cypress Foothills, LP, Attention: Cameron Aderhold
 Mailing Address: 8343 Douglas Avenue, Suite 200, Dallas, Texas 75225
 Telephone Number: 214-561-8877 FAX: 214-283-1600
 Email Address: cameron.aderhold@cypressequities.com
 Power of Attorney/ Authorized Representative: Letter Enclosed
 (Provide a letter authorizing agent to represent you, include representative's name, street and mailing address, telephone number, and FAX)

B. Site Data

Name of Development: West Remainder Parcel, Aperture, According To The Plat Thereof Recorded August 1, 2017 Under Reception Number 648057, TBD Title Commitment Enclosed
 Street Address: TBD, Crested Butte, CO 81224
 Legal Description: Lot N/A Block N/A Subdivision See above (attach description)
 Disclosure of Ownership: List all owners' names, mortgages, liens, easements, judgments, contracts and agreements that run with the land. (May be in the form of a current certificate from a title insurance company, deed, ownership and encumbrance report, attorney's opinion, or other documentation acceptable to the Town Attorney)

I certify that I have read the application form and that the information and exhibits herewith submitted are true and correct to the best of my knowledge.

Signature of applicant/agent: *[Signature]* Date: 2/26/2019
Cypress Foothills LP
By: Cypress Foothills LP, LLC

Signature of property owner: *[Signature]* Date: 2/26/2019
By: Brian L. Harris, CEO

Town of Crested Butte
Attn. Dara MacDonald
P.O. Box 39
Crested Butte, CO 81224

Re: Authorization of Cypress Foothills, LP, a Texas limited partnership, for Law of the Rockies, LLC, Schmueser Gordon Meyer, Inc., and Cameron Aderhold, To Act On Its Behalf With Respect To The Formal Request To Annex The West Parcel

To whom it may concern:

Please be advised that Cypress Foothills, LP, a Texas limited partnership ("Cypress") hereby authorizes: (1) Law of the Rockies, LLC, including but not limited to attorney Marcus J. Lock; (2) Schmueser Gordon Meyer, Inc., including but not limited to engineer Tyler Harpel; and (3) Cameron Aderhold to act on its behalf with respect to its formal application and request to annex the West Parcel into with the Town of Crested Butte, Colorado.

Mr. Lock shall act as the primary contact and representative of Cypress with respect to said request and application. His contact information is:

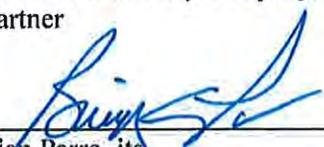
Marcus J. Lock
Law of the Rockies
525 North Main Street
Gunnison, Colorado 81230
Tel: 970-641-1903, ext. 2
Fax: 970-641-1943
mlock@lawoftherockies.com

Cypress hereby consents to the submittal of such application and request by the above designated representatives for the West Parcel, which is more particularly described on **Exhibit A** hereto.

Sincerely,

CYPRESS FOOTHILLS, L.P.,
a Texas limited partnership

By: CYPRESS FOOTHILLS, GP, LLC,
a Delaware limited liability company, its
General Partner

By: 

Brian Parro, its
Chief Financial Officer and Vice President

STATE OF TEXAS)
)ss.
COUNTY OF DALLAS)

The foregoing letter was acknowledged before me this 26th day of February 2019, by Brian Parro, as Chief Financial Officer and 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: 3-7-22.

Stacia Duggan
Notary Public

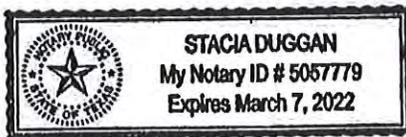


EXHIBIT A**Legal Description (West Parcel):**

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:

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- 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:

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Attachment 2A-

Legal Description of West Parcel

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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.

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Attachment 2B-

Site Survey, Flatirons, Inc.

Attachment 3A-

Slate River Subdivision Sketch Plan

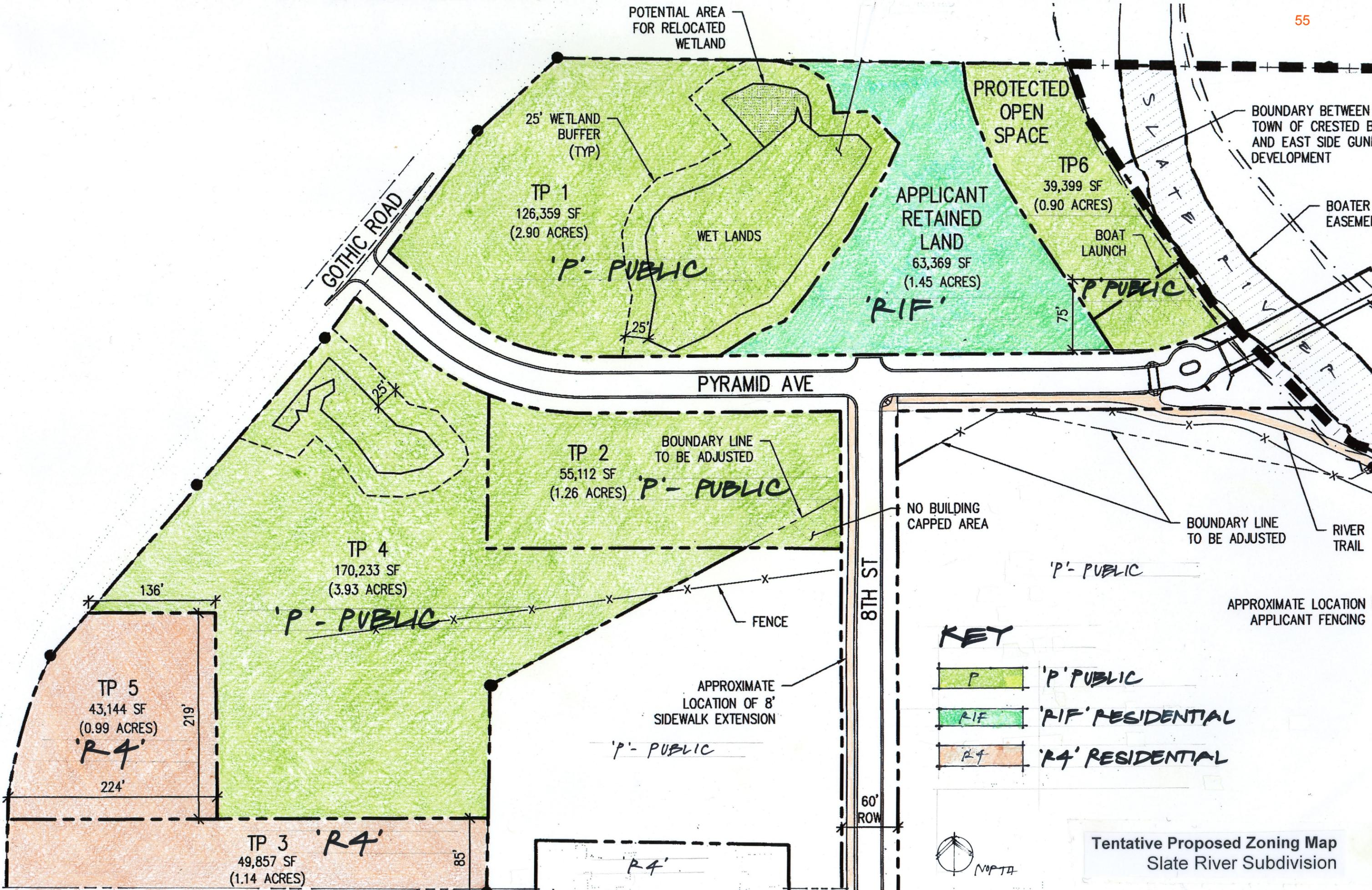
Illustrative Sketch Plan
Slate River Subdivision



Attachment 3B-

Zoning Map-Proposed

R1F Residential Zone District Standards-Proposed



KEY

- 'P' PUBLIC
- 'RIF' RESIDENTIAL
- 'R4' RESIDENTIAL



Tentative Proposed Zoning Map
Slate River Subdivision

Proposed Zoning Map Slate River Subdivision

APERTURE REPLAT A
 A PORTION OF LANDS LOCATED IN THE NORTHWEST QUARTER OF SECTION 26,
 TOWNSHIP 22 SOUTH, RANGE 25 WEST OF THE 6TH P.M.,
 COUNTY OF GUNNISON, STATE OF COLORADO
 BILL 12 OF 2

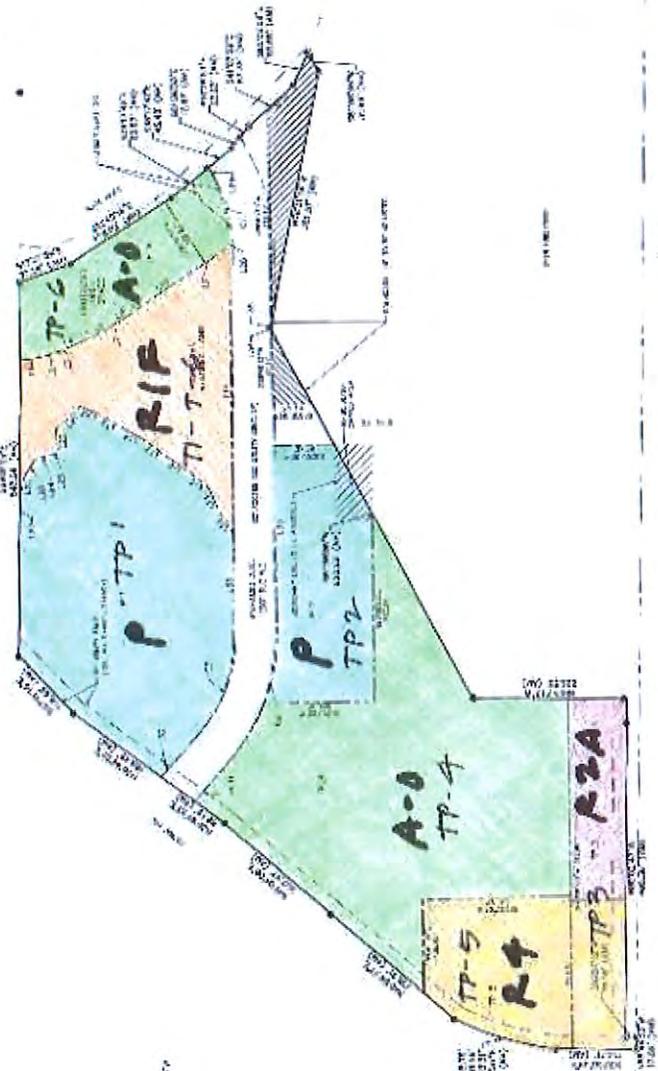
KEY

- A-0 AGRICULTURE/PENDIENT
- P PUBLIC
- R-2A RESIDENTIAL
- R-4 RESIDENTIAL
- R-1F RESIDENTIAL

Boundary Closure Report
 DATE: 11/15/2011
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 PROJECT: [Name]

- LEGEND**
- SPECIAL PLANNED DEVELOPMENT DISTRICT
 - SPECIAL PLANNED DEVELOPMENT DISTRICT
 - SPECIAL PLANNED DEVELOPMENT DISTRICT
 - SPECIAL PLANNED DEVELOPMENT DISTRICT

SECTION	AREA	AREA (AC)	PERCENTAGE
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NO.	SECTION	AREA (AC)	PERCENTAGE
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APERTURE REPLAT A

Flettrons, Inc.
 PROJECT ENGINEERING & ARCHITECTURE
 1000 14TH AVENUE, SUITE 100
 DENVER, COLORADO 80202
 PHONE: 303.733.1111
 FAX: 303.733.1112
 WWW.FLETTRONS.COM

DATE: 11/15/2011
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

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.**

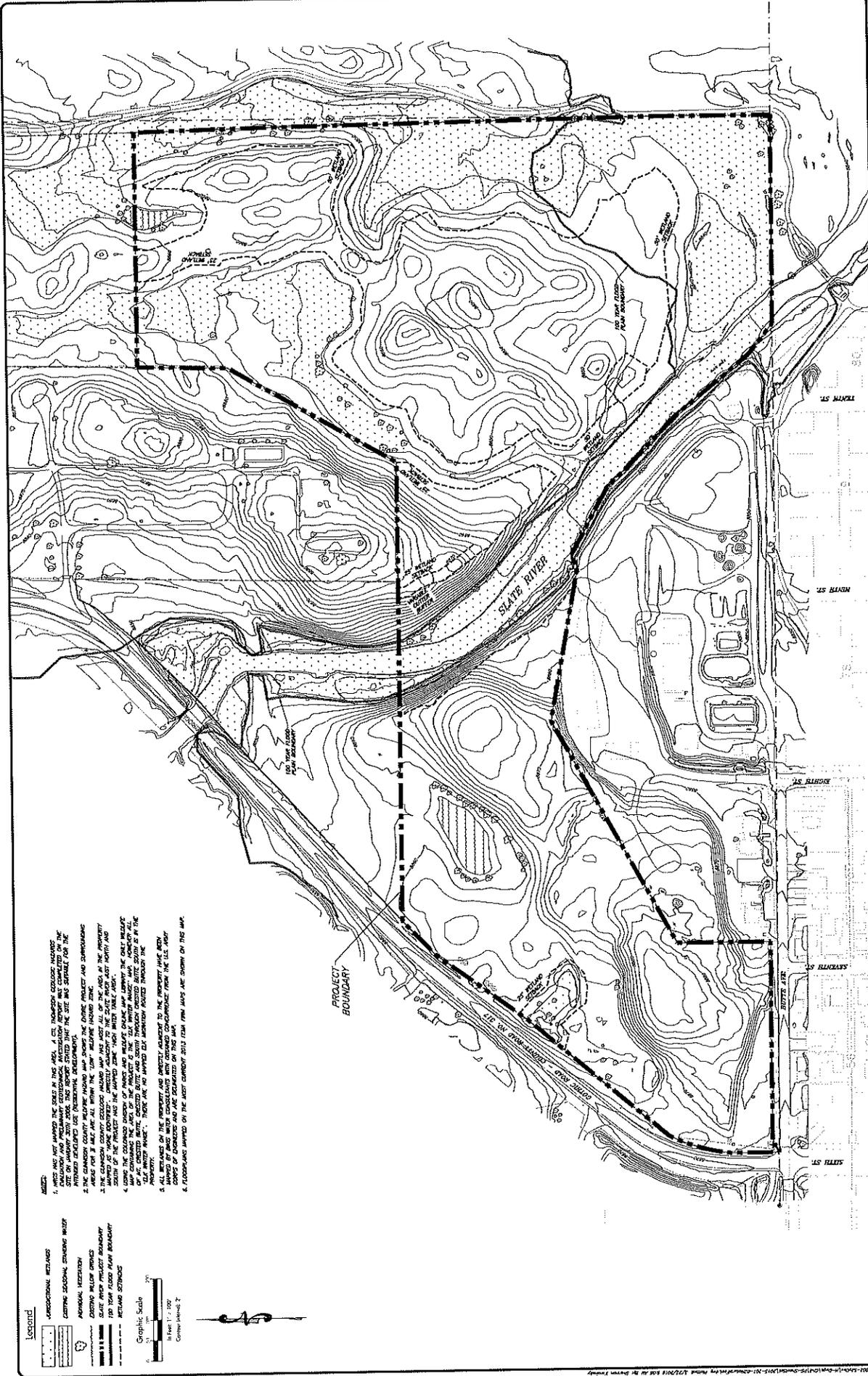
The following shall regulate measurements for buildings located in the "R1F" District:

- (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)

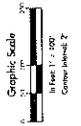
Attachment 4-
Natural Features Map, SGM



NOTES:

1. THIS MAP WAS PREPARED BY THE CONSULTING ENGINEER, AND THE CONSULTING ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND THE SURROUNDING AREA. THE CONSULTING ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND THE SURROUNDING AREA. THE CONSULTING ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND THE SURROUNDING AREA.
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5. ALL UTILITIES AND STRUCTURES ADJACENT TO THE PROPERTY HAVE BEEN LOCATED AND SHOWN ON THIS MAP. THE CONSULTING ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND THE SURROUNDING AREA.
6. FLOODING SHOWN ON THE MAP IS BASED ON THE 100 YEAR FLOOD PLAIN BOUNDARY AND IS SHOWN ON THIS MAP.

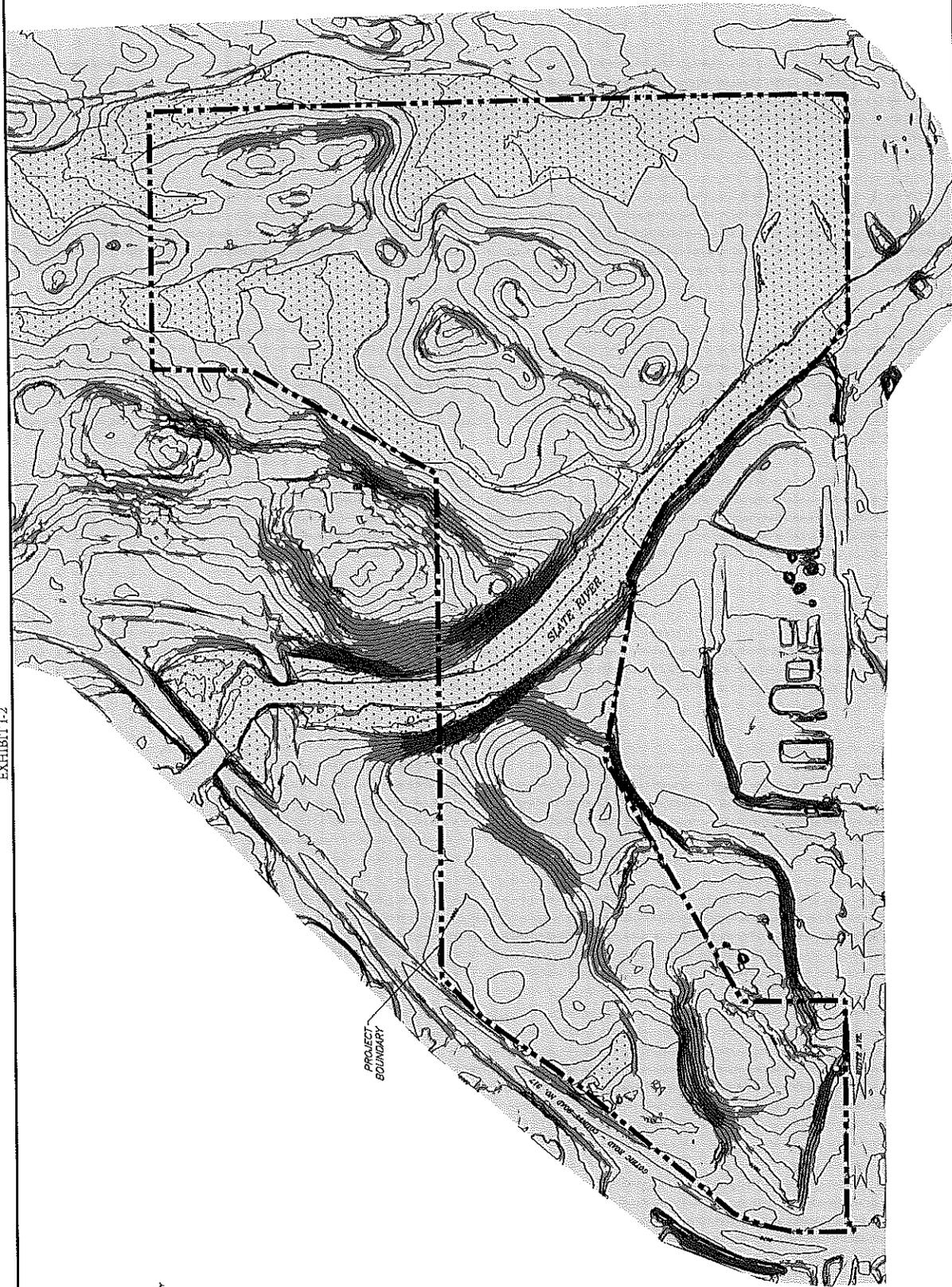
- LEGEND
- UNDEVELOPED WETLANDS
- EXISTING SEASONAL CHANNELS WATER
- EXISTING WETLANDS
- EXISTING MILLER DITCHES
- SLATE RIVER PROJECT BOUNDARY
- 100 YEAR FLOOD PLAIN BOUNDARY
- 100 YEAR FLOOD PLAIN BOUNDARY
- 100 YEAR FLOOD PLAIN BOUNDARY



<p>SGM 103 W. Tonahill Ave., Suite A Gunnison, CO 81230 970.641.5955 www.sgminc.com</p>		<p>Slate River Development Sketch Plan for Major Impact Project</p>		<p>EX I-2 Natural Features Map</p>		<p>1</p>
<p>Job No. 2015-001-001</p>	<p>Drawn by: SK</p>	<p>Date: 1/27/2016</p>	<p>CAC: JRE</p>	<p>Scale: 1" = 200'</p>	<p>Sheet: 2</p>	<p>Total: 2</p>

Preliminary
Not For
Construction

EXHIBIT I-2



SLOPE ANALYSIS TABLE			
ITEM #	MINIMUM SLOPE	MAXIMUM SLOPE	COLOR
1	0%	15%	Light Green
2	15%	25%	Medium Green
3	25%	40%	Dark Green

Legend
 - - - - - ADJACENT/CONTIG. AREAS
 - - - - - SLATE RIVER PROJECT BOUNDARY

Graphic Scale
 0 100 200
 Feet
 0 100 200
 Meters



<p>SGM 103 W. Tenchi Ave., Suite A Gunnison, CO 81230 970.641.5355 www.sgminc.com</p>	Slate River Development Sketch Plan for Major Impact Project	EX I-2 Natural Features Slope Analysis Map	Job No. 20150107 Drawn by SK Date 3/27/2016 Scale 1" = 100' Title	2 of 2
	# 1 Address for Search File Revision Date 3/27/2016 Drawn by SK Date Scale Title	2 of 2	61	

Preliminary
 Not For
 Construction

Attachment 5-
Geotechnical Report, CTL Thompson



**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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FIGS. 7 AND 8 – DRAIN DETAILS

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APPENDIX B – LABORATORY TEST RESULTS

TABLE B-I – SUMMARY OF LABORATORY TESTING



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



boring 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-I.

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 (Qm₁)

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 (Qm₂)

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 Schmueser 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.

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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)

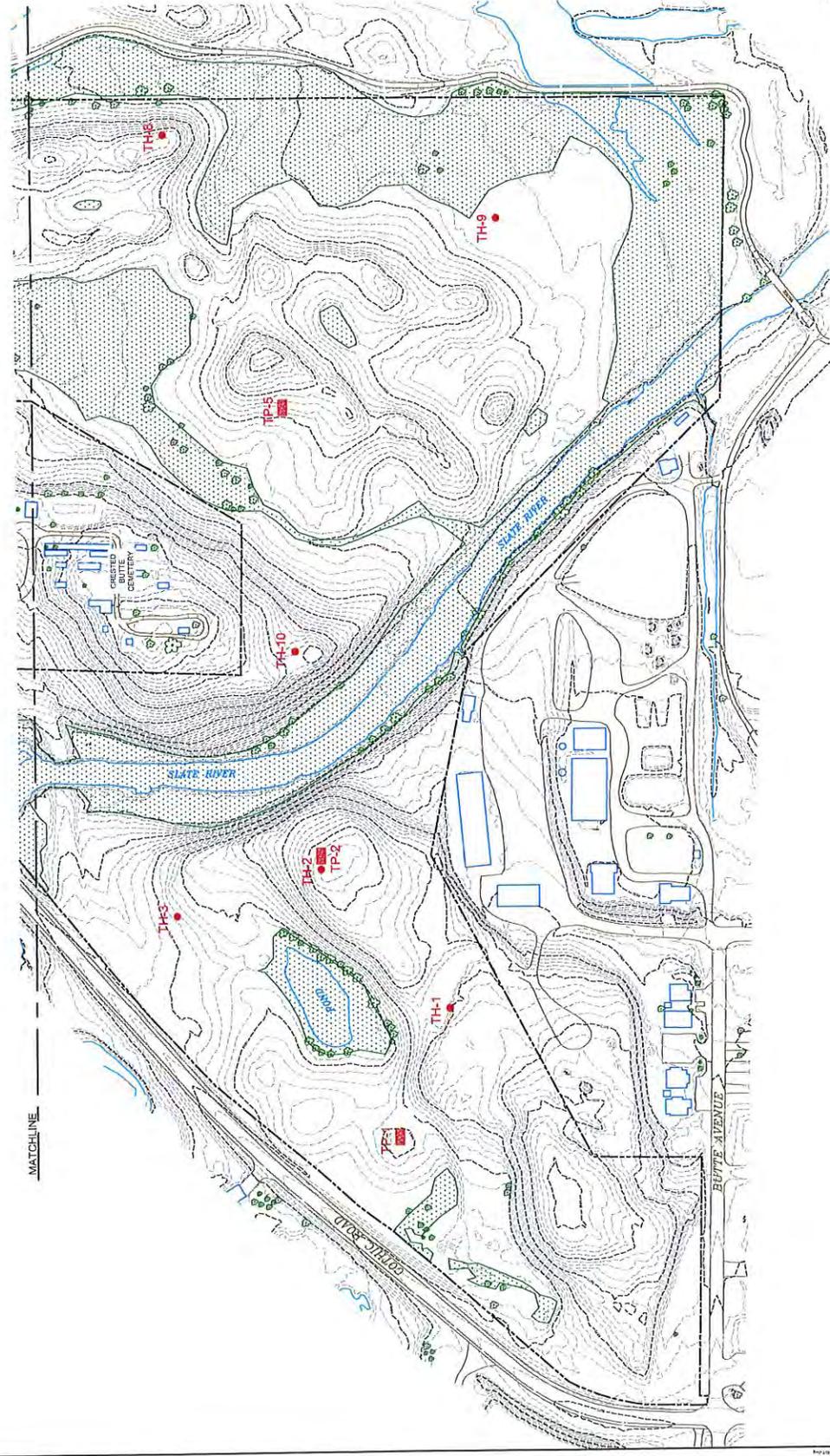


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Widmann, B.L., Kirkham, R.M., Morgan, M.L. & Rogers, W.P. with contributions from Crone, A.J., Personius, S.F. and Kelson, K.I. and GIS and web design by Morgan, K.S., Pattyn, G.R. and Phillips, R.C. (2002). Colorado Late Cenozoic Fault and Fold Database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



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

CTL | THOMPSON, INC.
1100 SOUTH BUTTE COLLEGE
CRESTED BUTTE, CO 81624
WWW.CTL.COM

DATE: 02/20/08
SCALE: 1" = 400'

DESIGNED BY: JLM/MLD/ML
CHECKED BY: JLM/MLD/ML
DATE: 02/20/08

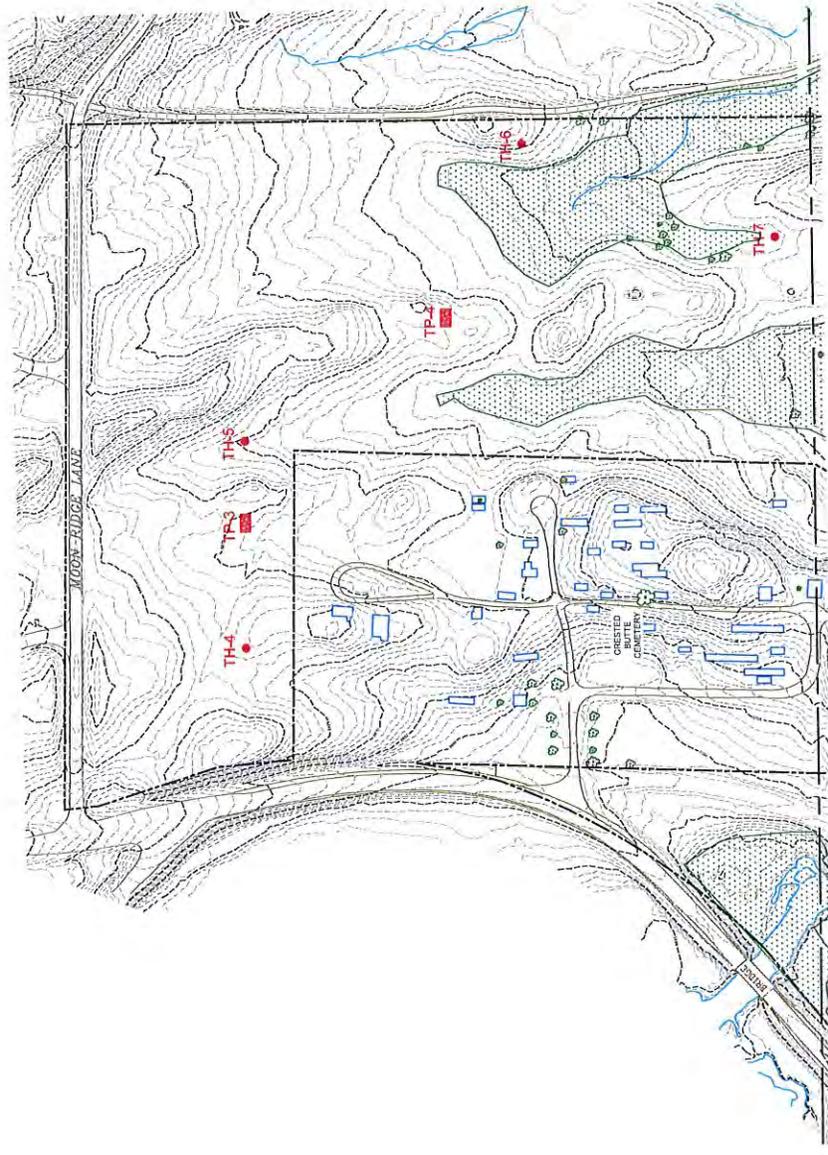
PROJECT NO.: CS18974-115
SHEET NO.: 1

ALL EXPLORATORY BOIRINGS AND TEST PITS ARE TO BE LOCATED AS SHOWN ON THIS REPORT.

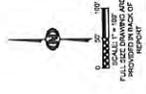
LEGEND:

- INDICATES APPROXIMATE LOCATION OF EXPLORATORY BORING.
- TH-1
- INDICATES APPROXIMATE LOCATION OF BACKCOUNTRY TEST PIT.
- TP-1
- 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 FLOOD BOUNDARY AND WETLAND LOCATIONS.

NOTE:
 THIS DRAWING WAS PROVIDED BY SCHLESER CONSULTANTS, INC. (SCHLESER) DATED 10/15/2018. THIS DRAWING IS FOR FLOOD BOUNDARY AND WETLAND LOCATIONS.



MATCHLINE



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

CTL | THOMPSON, INC.
 216 S. KAYWAY, CRESTED BUTTE, COLORADO
 WWW.CTL.COM

DATE:	1-30-2018	DRAWN BY:	BTM/TAT/JRL
SCALE:	AS SHOWN	REVISIONS:	
PROJECT:	CS18041-15	DATE:	2

LEGEND:

- TH-1 INDICATES APPROXIMATE LOCATION OF TYPICAL TEST PIT.
- TH-2 INDICATES APPROXIMATE LOCATION OF POTENTIAL DEVELOPMENT PROJECT.
- TH-3 INDICATES APPROXIMATE LOCATION OF EXISTING TRANSPORTATION PROJECT.
- TH-4 INDICATES APPROXIMATE LOCATION OF PROPERTY BOUNDARY.
- TH-5 INDICATES APPROXIMATE LOCATION OF EXISTING BUILDING.
- TH-6 INDICATES APPROXIMATE LOCATION OF OLD FLOODPLAIN AND TYPICAL TEST PIT. NAME: TRANSPORTATION PROJECT.
- TH-7 INDICATES EXISTING TOPOGRAPHY.
- TH-8 INDICATES APPROXIMATE LOCATION OF OLD FLOODPLAIN AND TYPICAL TEST PIT. NAME: TRANSPORTATION PROJECT.
- TH-9 INDICATES APPROXIMATE LOCATION OF OLD FLOODPLAIN AND TYPICAL TEST PIT. NAME: TRANSPORTATION PROJECT.
- TH-10 INDICATES APPROXIMATE LOCATION OF OLD FLOODPLAIN AND TYPICAL TEST PIT. NAME: TRANSPORTATION PROJECT.

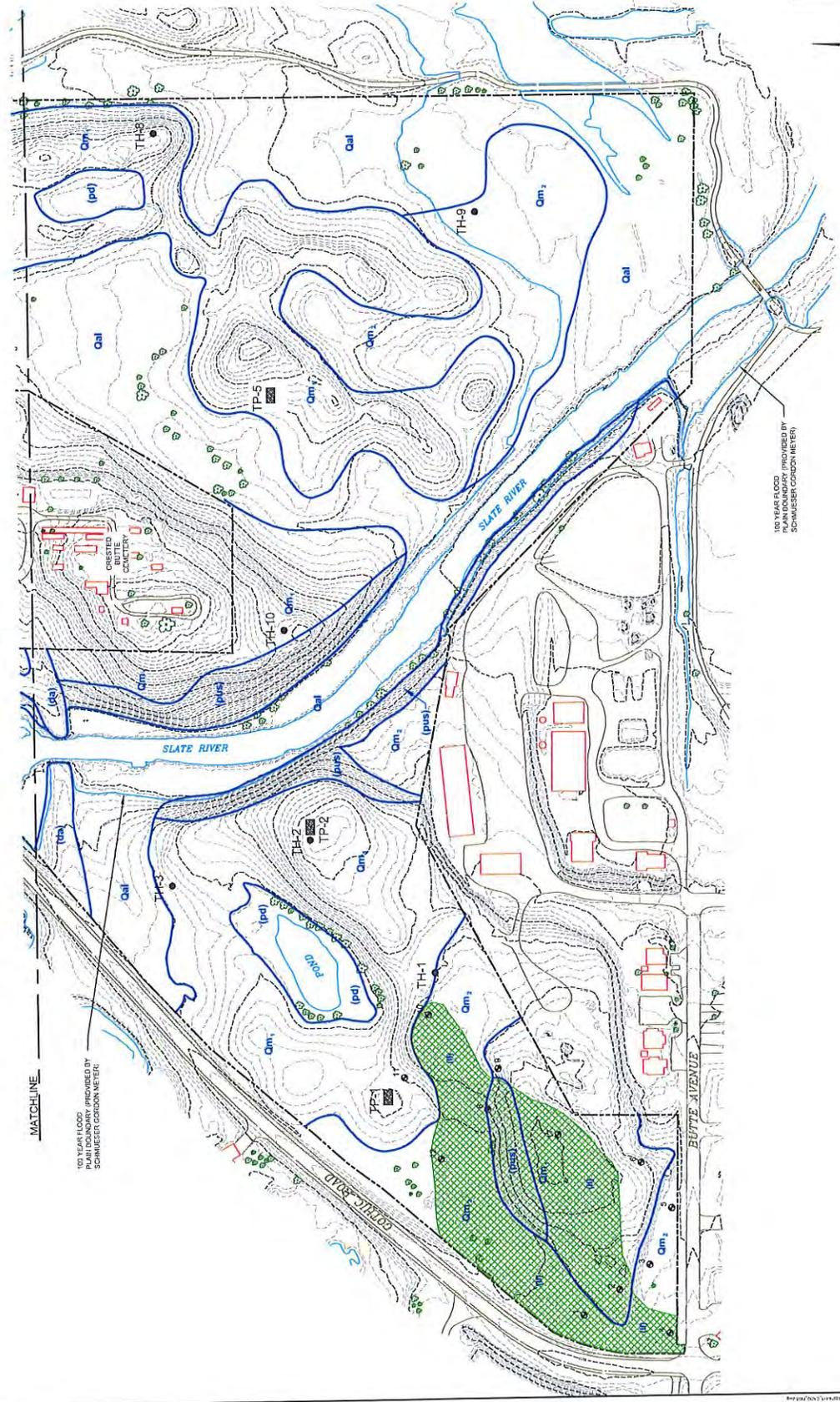
GEOLOGIC UNITS:

- Qal ALLUVIUM OF SILT, CLAY, SAND, AND GRAVEL. INCLUDES ORGANIC DEBRIS AND POORLY SORTED FILL AND GLACIOLUVIAL ENVIRONMENTS.
- Qm₁ MIDDLE GLACIAL UNDEVELOPED TO GLACIAL TILL DEPOSITS WITH SUBSTRATUM TO BE DETERMINED FROM LOCAL AND DISTANT SOURCES.
- Qm₂ UPPER GLACIAL UNDEVELOPED TO GLACIAL TILL DEPOSITS WITH SUBSTRATUM TO BE DETERMINED FROM LOCAL AND DISTANT SOURCES.
- Qm₃ LOWER GLACIAL UNDEVELOPED TO GLACIAL TILL DEPOSITS WITH SUBSTRATUM TO BE DETERMINED FROM LOCAL AND DISTANT SOURCES.
- Qm₄ LOWER GLACIAL UNDEVELOPED TO GLACIAL TILL DEPOSITS WITH SUBSTRATUM TO BE DETERMINED FROM LOCAL AND DISTANT SOURCES.
- Qm₅ LOWER GLACIAL UNDEVELOPED TO GLACIAL TILL DEPOSITS WITH SUBSTRATUM TO BE DETERMINED FROM LOCAL AND DISTANT SOURCES.
- Qm₆ LOWER GLACIAL UNDEVELOPED TO GLACIAL TILL DEPOSITS WITH SUBSTRATUM TO BE DETERMINED FROM LOCAL AND DISTANT SOURCES.
- Qm₇ LOWER GLACIAL UNDEVELOPED TO GLACIAL TILL DEPOSITS WITH SUBSTRATUM TO BE DETERMINED FROM LOCAL AND DISTANT SOURCES.
- Qm₈ LOWER GLACIAL UNDEVELOPED TO GLACIAL TILL DEPOSITS WITH SUBSTRATUM TO BE DETERMINED FROM LOCAL AND DISTANT SOURCES.
- Qm₉ LOWER GLACIAL UNDEVELOPED TO GLACIAL TILL DEPOSITS WITH SUBSTRATUM TO BE DETERMINED FROM LOCAL AND DISTANT SOURCES.
- Qm₁₀ LOWER GLACIAL UNDEVELOPED TO GLACIAL TILL DEPOSITS WITH SUBSTRATUM TO BE DETERMINED FROM LOCAL AND DISTANT SOURCES.

BOUNDARIES:

- Qm₁ POTENTIALLY UNSTABLE SLOPES
- (p) POORLY DRAINED
- (f) LANDFILL

NOTES:
 1. DRAWING WAS PROVIDED BY SCHLESER GORDON METEOR, INC. (LID NO. 000620301).
 2. GEOLOGIC CONTACT LINES ARE APPROXIMATE AND BASED ON VISUAL INSPECTION AND SUBJECTIVE INTERPRETATION OF PROVIDED GEOLOGIC MAP AND TEST PIT. ADDITIONAL EVALUATIONS AND INVESTIGATION MAY INDICATE CHANGE IS NECESSARY TO BE APPROPRIATE.



100 YEAR FLOOD PLAIN BOUNDARY PROVIDED BY SCHLESER GORDON METEOR

DATE: 10/20/2014
 DRAWN BY: JLM/BJL
 CHECKED BY: JLM/BJL
 PROJECT NO.: 0218974115

SCALE: 1" = 100'

BY: JLM/BJL
 FULL SIZE DRAWING AND PHOTOGRAPHIC COPY REQUIRED FOR REPORT

DATE: 10/20/2014
 DRAWN BY: JLM/BJL
 CHECKED BY: JLM/BJL
 PROJECT NO.: 0218974115

DATE: 10/20/2014
 DRAWN BY: JLM/BJL
 CHECKED BY: JLM/BJL
 PROJECT NO.: 0218974115

Surficial Geologic Conditions
 Paradise at Crested Butte
 Crested Butte, Colorado

CTL | THOMPSON, INC.
 318 ELK AVENUE SUITE 200, COLOMBO
 CRESTED BUTTE, CO 81624
 WWW.CTL-INC.COM
 WWW.CTL-INC.COM

DATE: 10/20/2014
 DRAWN BY: JLM/BJL
 CHECKED BY: JLM/BJL
 PROJECT NO.: 0218974115

DATE: 10/20/2014
 DRAWN BY: JLM/BJL
 CHECKED BY: JLM/BJL
 PROJECT NO.: 0218974115

DATE: 10/20/2014
 DRAWN BY: JLM/BJL
 CHECKED BY: JLM/BJL
 PROJECT NO.: 0218974115

LEGEND:

- TH-1 INDICATES APPROXIMATE LOCATION OF TEST PIT
- TH-2 INDICATES APPROXIMATE LOCATION OF EXPLORATORY TEST PIT
- INDICATES APPROXIMATE LOCATION OF PROPERTY BOUNDARY
- INDICATES APPROXIMATE LOCATION OF EXISTING EASEMENT
- INDICATES EXISTING TOPOGRAPHY

GEOLOGIC UNITS:

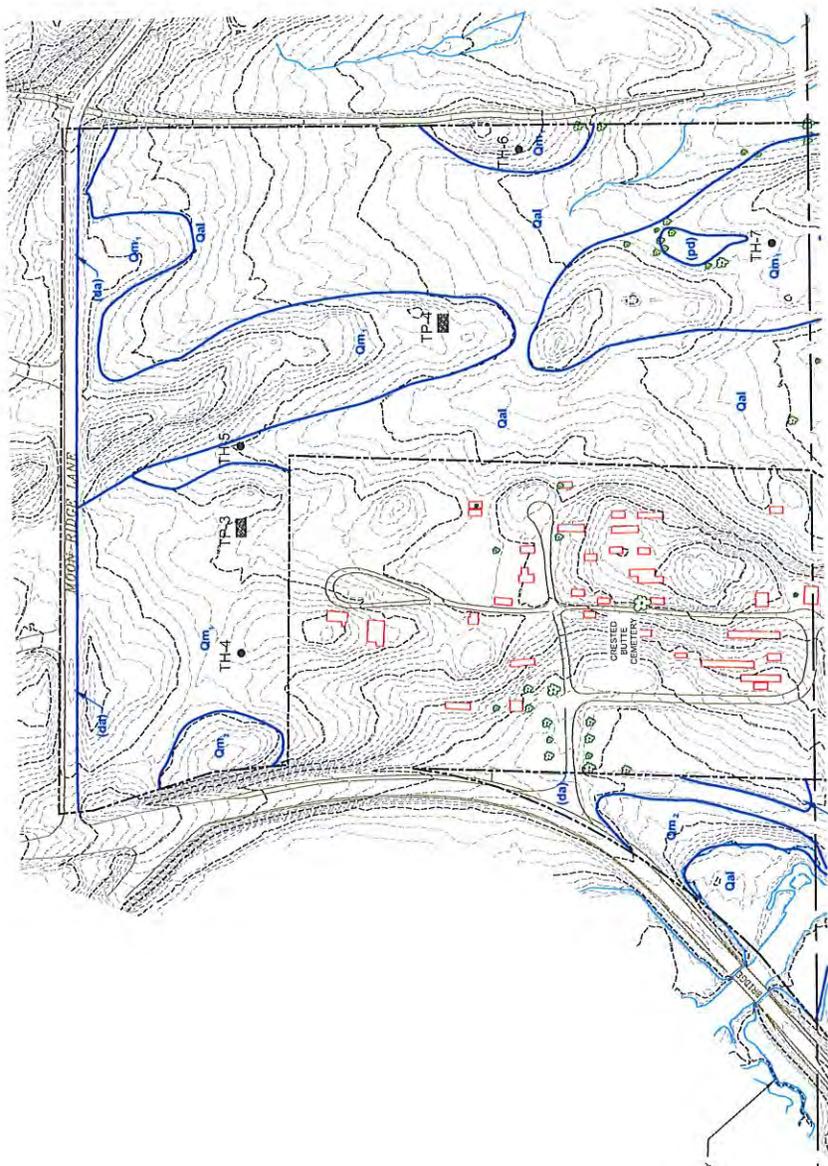
- Qal ALLUVIAL UNCONSOLIDATED STREAM DEPOSIT OF SILT, CLAY, SAND AND GRAVEL IN FLOOD PLAINS AND SOIL IN FLOOD PLAINS AND GLACIOLUVIAL ENVIRONMENTS.
- Qm₁ MORGAN DEPOSITS CLAY TO SILT (SPHERULITE INHIBITED GLAZED SURFACES) WITH SAND AND GRAVEL FROM LOCAL AND DISTANT SOURCES.
- Qm₂ MORGAN OUTWASH DEPOSITS UNSORTED TO SORTED GLAZED SILT, CLAY AND GRAVEL.

MOORESS:

- (da) DISTURBED AREA
- (po) POORLY GRAINED

NOTES:

1. BASE DRAWING AND MODIFIED DRAWER DATED JULY 6, 2007. UNITS ARE APPROXIMATE AND WERE DEVELOPED BASED UPON A SURFACE PHOTOGRAMMETRIC SURVEY AND GEOLOGIC MAPPING AND CONDITIONS EXIST IN TEST PIT LOCATIONS AND INDICATED UNITS INDICATE CHANGE IN BOUNDARIES TO BE APPROPRIATE.



100 YEAR FLOOD BOUNDARY PROVIDED BY SCHWABER CONSULTING ENGINEERS

MATCHLINE

Surficial Geologic Conditions
Paradise at Crested Butte
Crested Butte, Colorado

CTL | THOMPSON, INC.
318 CLARK AVENUE, SUITE 1000
CRESTED BUTTE, COLORADO
WWW.CTL.COM

DATE: 7/16/2008
PROJECT: PARADISE AT CRESTED BUTTE
CSI18774-115

DRAWN BY: J. SCHWABER
CHECKED BY: J. SCHWABER
DATE: 7/16/2008

SCALE: 1" = 100'

DATE: 7/16/2008
PROJECT: PARADISE AT CRESTED BUTTE
CSI18774-115

DESIGNED BY: J. SCHWABER
CHECKED BY: J. SCHWABER
DATE: 7/16/2008

SCALE: 1" = 100'

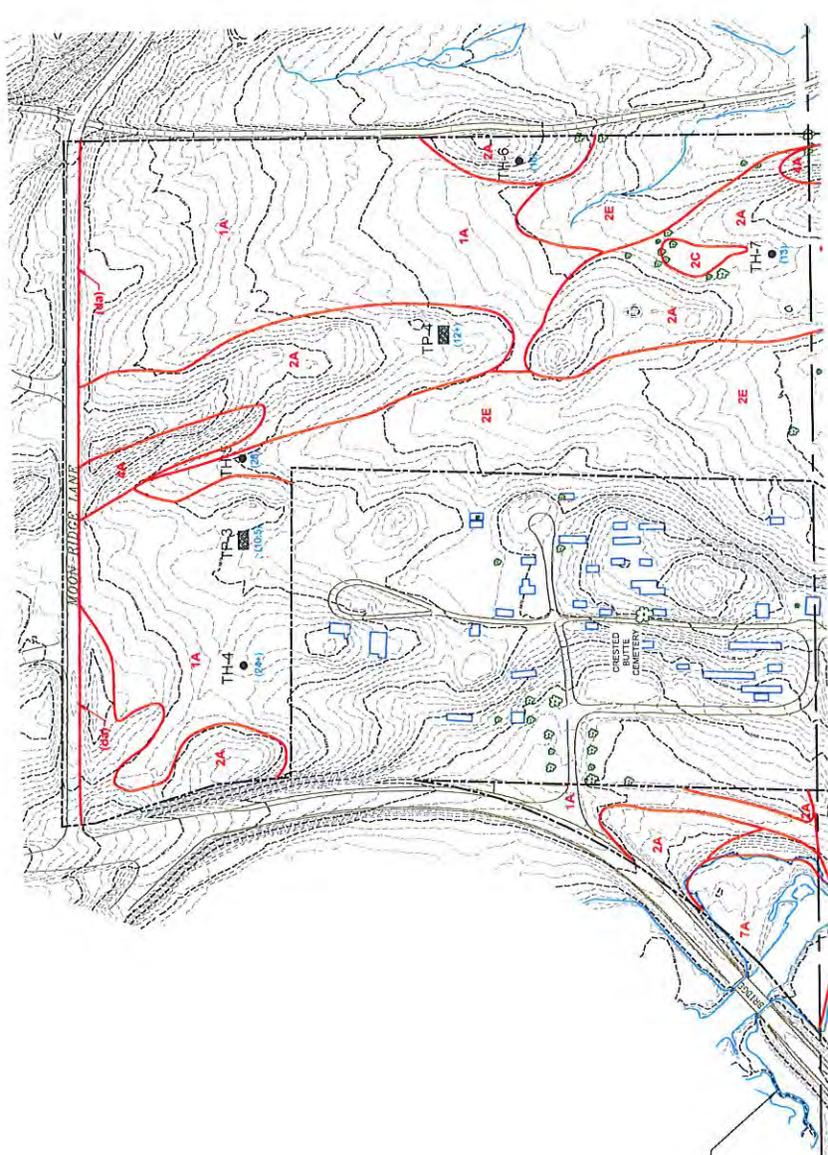
DATE: 7/16/2008
PROJECT: PARADISE AT CRESTED BUTTE
CSI18774-115

- LEGEND:**
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 - TH-2 INDICATES APPROXIMATE LOCATION OF EXPLORATORY TEST PIT
 - TH-3 INDICATES APPROXIMATE LOCATION OF PROPERTY BOUNDARY
 - INDICATES APPROXIMATE LOCATION OF EXISTING TOPOGRAPHY
 - INDICATES EXISTING TOPOGRAPHY (10.5)
 - INDICATES APPROXIMATE LOCATION OF EXISTING DRAINAGE
 - INDICATES APPROXIMATE LOCATION OF EXISTING DRAINAGE AT DRAINAGE AND ON TEST PIT LOCATION

- ENGINEERING LIMITS AND CONDITIONS:**
- 1A STABLE ALLUVIUM AND TIL ON LAY TO SURFACE AND SUBSURFACE DRAINAGE, DEPTH TO BEDROCK, AND VELOCITY
 - 2A STABLE TIL AND COLLUVIUM ON GENTLE TO MODERATE SLOPES (4-10%), SURFACE AND SUBSURFACE DRAINAGE, DEPTH TO BEDROCK
 - 2C DEPRESSIONS WHERE SURFACE OR SEASONALLY FURNISHED ON SEASONAL DRAINAGE AND TYPICAL WATER TABLE
 - 2E LOW TERRACES AND VALLEYS OF MAJOR TRIBUTARY STREAMS SUBJECT TO FLOODING AND STREAM BANK EROSION AND DEPOSITION PRESURE TO SUBSURFACE DRAINAGE
 - 4A STABLE COLLUVIUM AND TIL ON STEEP SLOPES SUBJECT TO TRUNCATION OF COLLUVIUM, BEDROCK STRUCTURE, COLLUVIUM, AND SUBSURFACE DRAINAGE
 - 3C UNSTABLE ON POTENTIALLY UNSTABLE COLLUVIUM ON STEEP SLOPES SUBJECT TO EROSION AND DEPOSITION PRESURE TO SUBSURFACE DRAINAGE
 - 7A STABLE FILL OR AN UNSURE EROSION AND DEPOSITION PRESURE TO SUBSURFACE DRAINAGE, DEPTH AND CONTROL ON PRESENT, DEPTH AND CONTROL
 - 8B AREAS OF QUESTIONABLE FILL AVAILABLE ON THE FILL IS KNOWN TO HAVE BEEN PLACED BY AN UNLICENSED MAJOR

NOTES:

- DRAWINGS WERE USED BY COLLEASER GORDON METEORICAL, JOB NO. 2006200301, DATED JULY 14, 2006.
- APPROXIMATE AND WERE DEVELOPED BASED ON AVAILABLE TOPOGRAPHIC DATA AND FIELD SURVEYING. ADDITIONAL TOPOGRAPHIC MAPPING AND CONDITIONS ADDITIONAL EVALUATION AND INVESTIGATION MAY BE REQUIRED TO DETERMINE THE SYSTEM OF ENGINEERING LIMITS AND CONDITIONS ASSOCIATED WITH THE SYSTEM.



100 YEAR FLOOD
DETERMINED BY
SOUTHWESTERN ENGINEERING

MATCHLINE

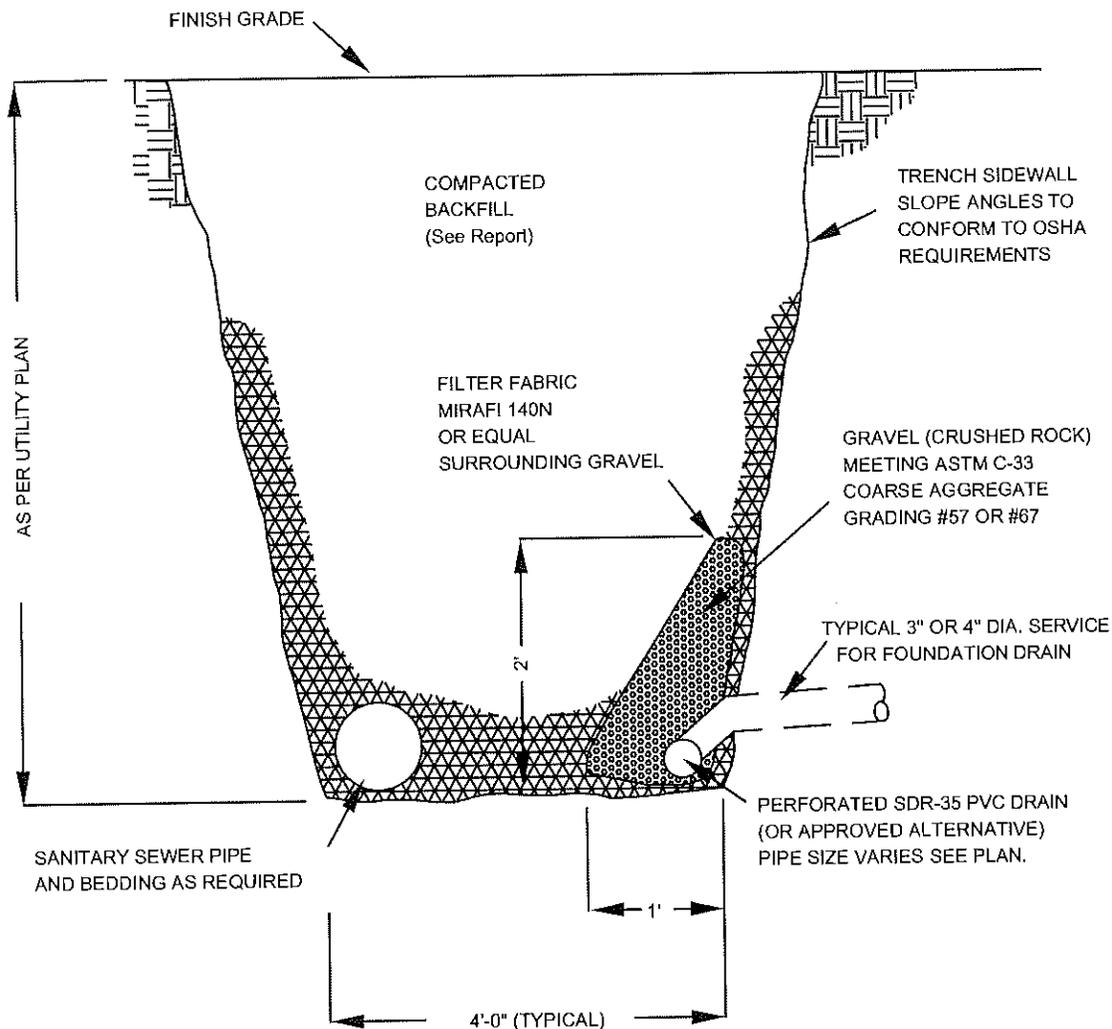
Engineering Conditions
Paradise at Crested Butte
Crested Butte, Colorado

CTL | THOMPSON, INC.
318 OLD FASHIONED BUTTE, COLORADO
CRESTED BUTTE, CO 81624
WWW.CTL.COM

DATE: 11/05/08
PROJECT: PARADISE AT CRESTED BUTTE
DESIGNER: CS188794-115

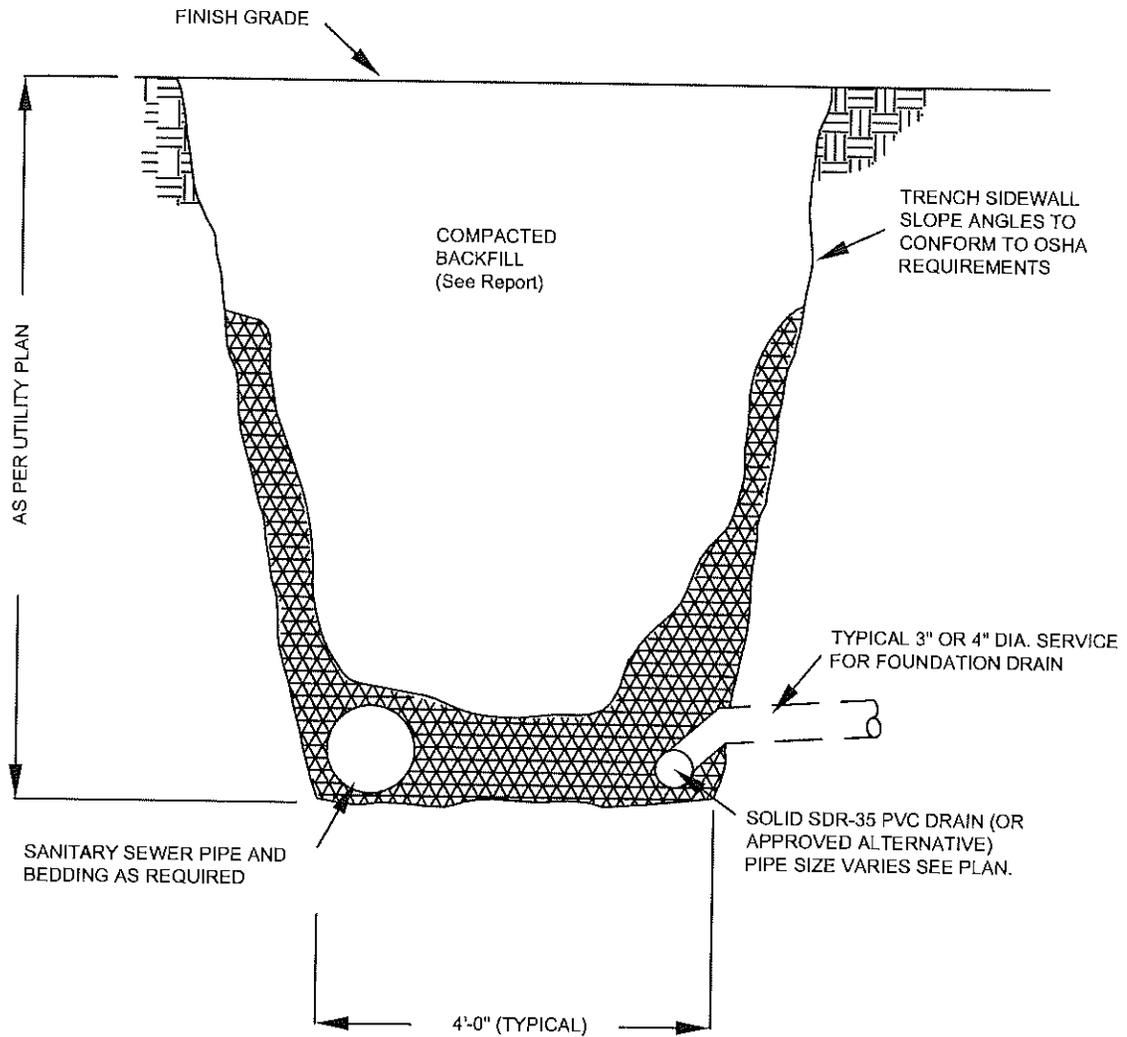
DESIGNED BY: [REDACTED]
ENGINEER: [REDACTED]
DATE: 11/05/08
PROJECT: PARADISE AT CRESTED BUTTE
DESIGNER: CS188794-115

SCALE: [REDACTED]
DATE: 11/05/08
PROJECT: PARADISE AT CRESTED BUTTE
DESIGNER: CS188794-115



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

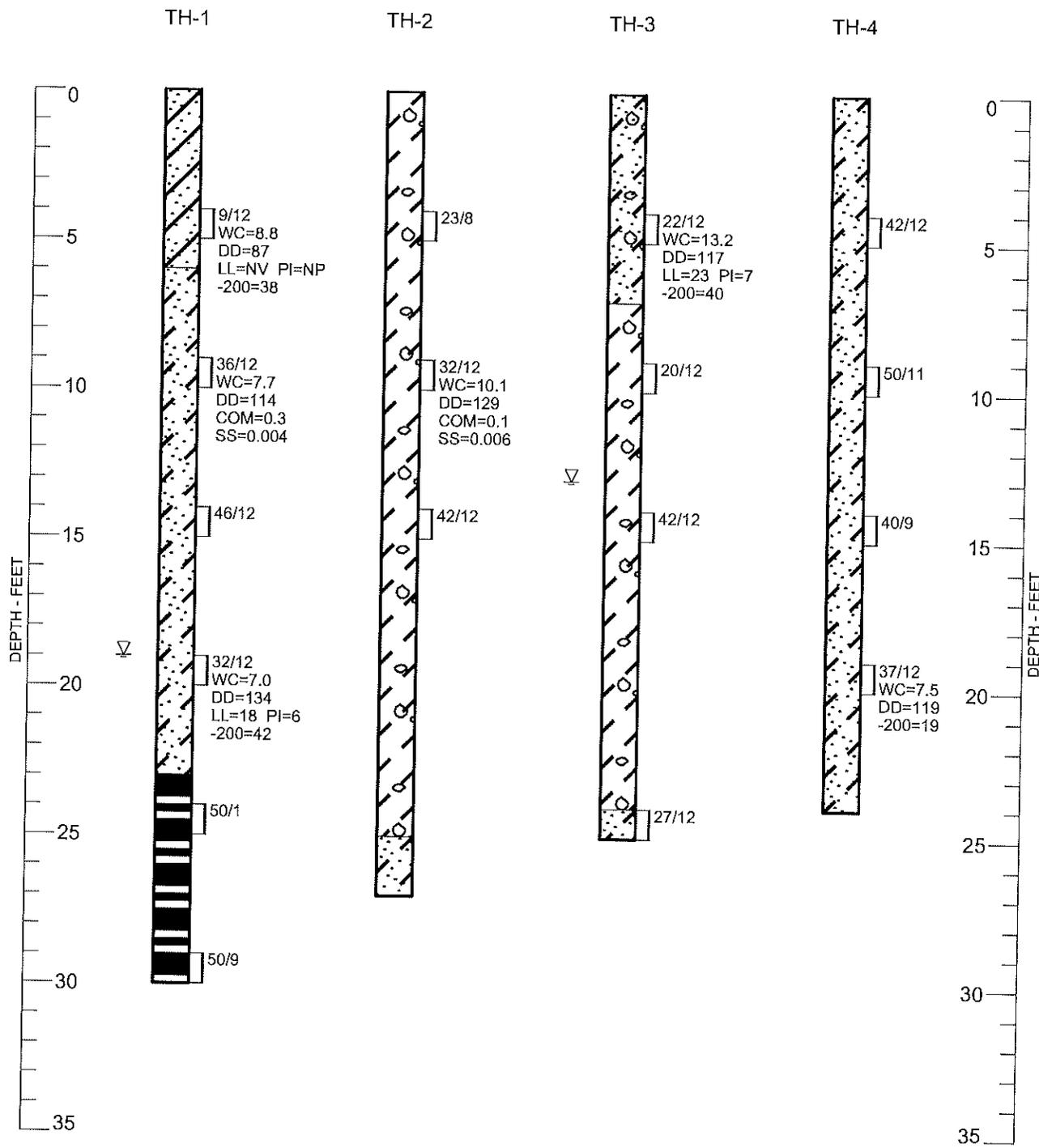
NOTE:
 TO BE USED IN CASES WHERE GROUND WATER IS FOUND DURING TRENCHING OR WHERE SHALLOW GROUND WATER IS KNOWN TO EXIST.



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



APPENDIX A
SUMMARY LOGS OF EXPLORATORY BORINGS AND TEST PITS



Summary Logs of
 Exploratory
 Borings

FIG. A-1

Summary Logs of Exploratory Borings

FIG. A-2



LEGEND:

- SAND, SLIGHTLY TO VERY SILTY, GRAVELLY, OCCASIONAL SHALE FRAGMENTS, LOOSE TO MEDIUM DENSE, SLIGHTLY MOIST TO WET.
- REDDISH-BROWN, MEDIUM BROWN, (SM, SP-SM)
- SAND, SLIGHTLY CLAYEY TO CLAYEY, OCCASIONAL SHALE FRAGMENTS, MEDIUM DENSE TO DENSE, MOIST TO WET.
- GRAYISH-BROWN, MEDIUM TO DARK BROWN, (SC, SP-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 9/12 INDICATES 9 BLOWS OF A 140-POUND HAMMER FALLING 30 INCHES WERE REQUIRED TO DRIVE A 2.5-INCH O.D. SAMPLER 12 INCHES.

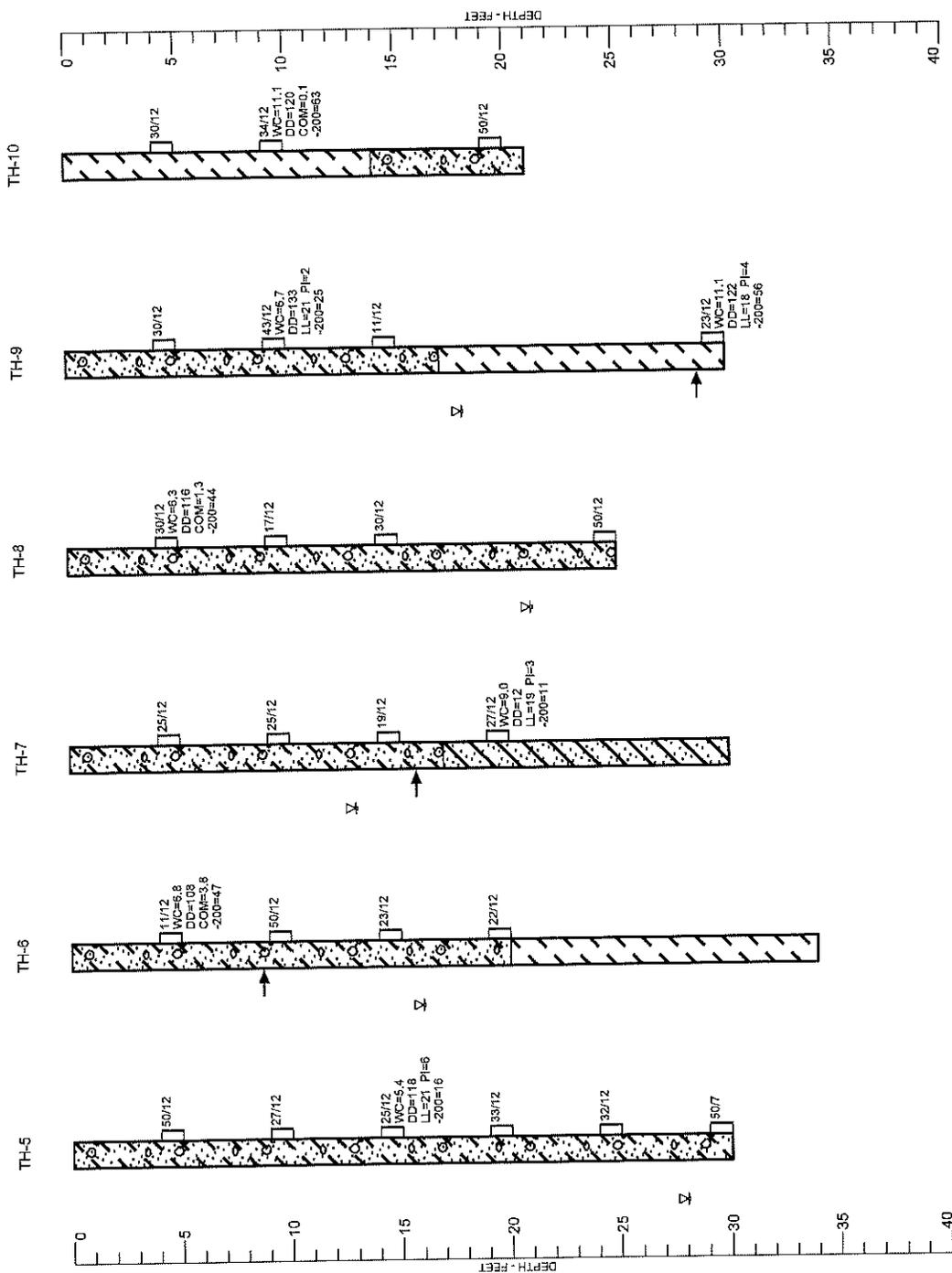
▽ GROUND WATER LEVEL MEASURED AT TIME OF DRILLING.

INDICATES REFUSAL TO PRACTICAL AUGER DRILLING USING A CME 55 TRACK-MOUNTED DRILL RIG.

↑ INDICATES DEPTH WHERE THE TEST HOLE CAVED DURING DRILLING.

NOTES:

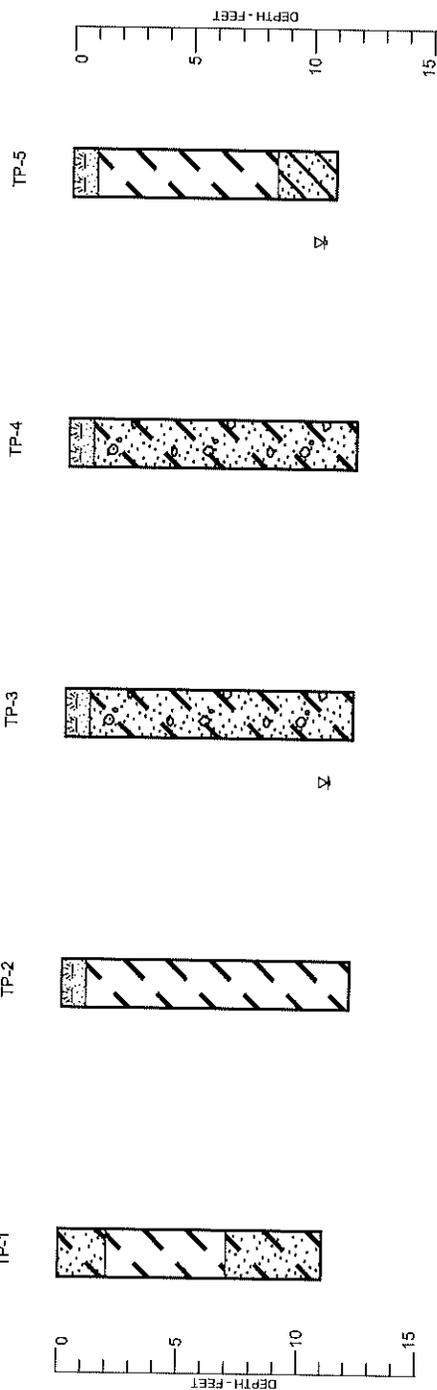
1. THE BORINGS WERE DRILLED DECEMBER 3 THROUGH 5, 2007 USING A 4-INCH DIAMETER, CONTINUOUS-FLIGHT AUGER AND A CME 55 TRACK-MOUNTED DRILL RIG. THESE LOGS ARE SUBJECT TO THE EXPLANATIONS, LIMITATIONS, AND CONCLUSIONS AS CONTAINED IN THIS REPORT.
2. WC - INDICATES MOISTURE CONTENT, (%)
DD - INDICATES DRY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





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.

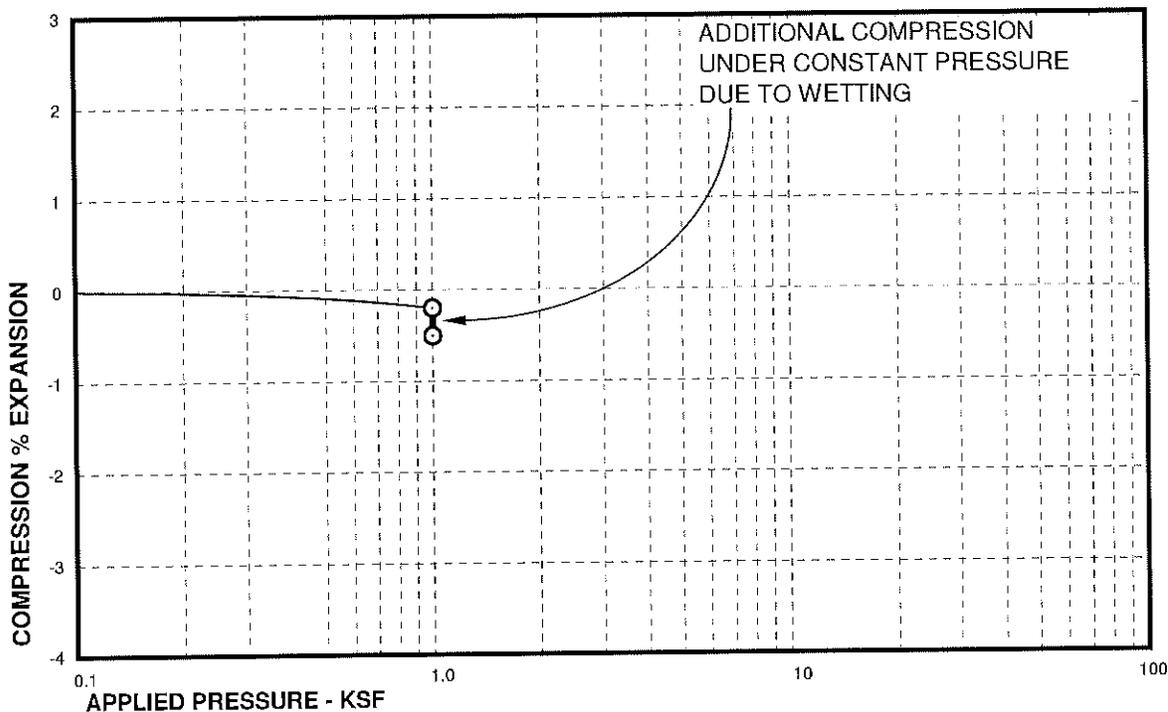
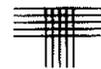
Summary Logs of Exploratory Test Pits

FIG. A-3



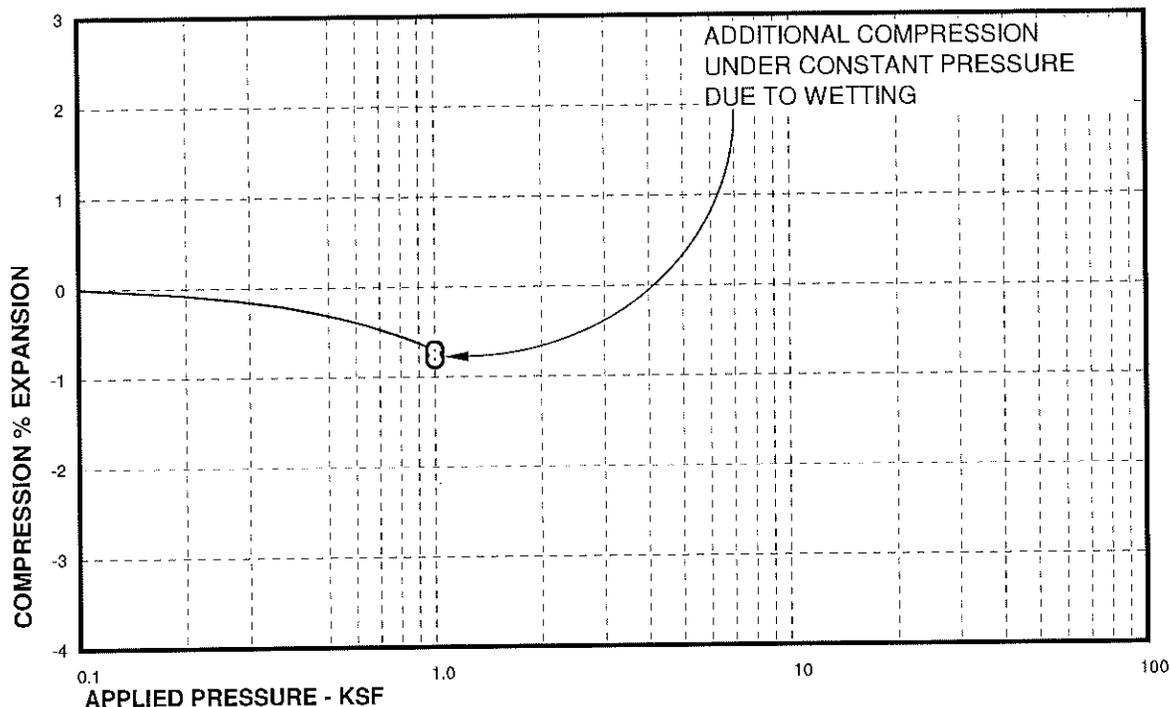
APPENDIX B

**LABORATORY TEST RESULTS
TABLE B-I – SUMMARY OF LABORATORY TESTING**



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

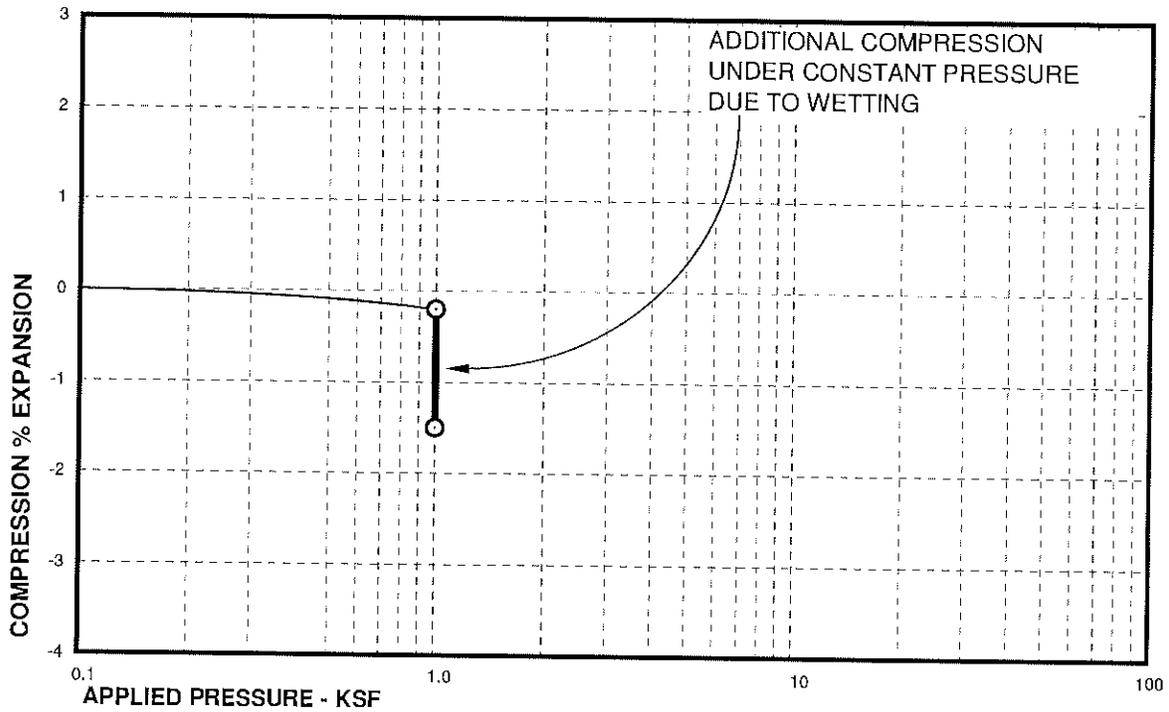
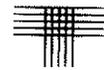
DRY UNIT WEIGHT= 114 PCF
 MOISTURE CONTENT= 7.7 %



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

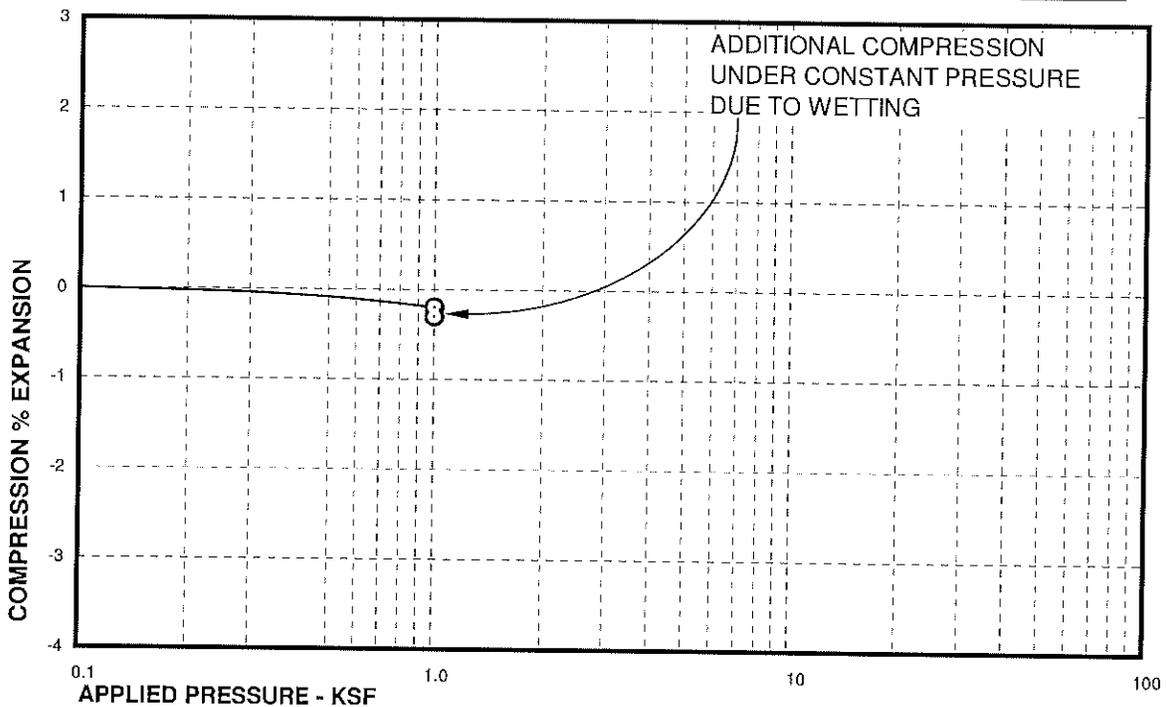
DRY UNIT WEIGHT= 129 PCF
 MOISTURE CONTENT= 10.1 %

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 %

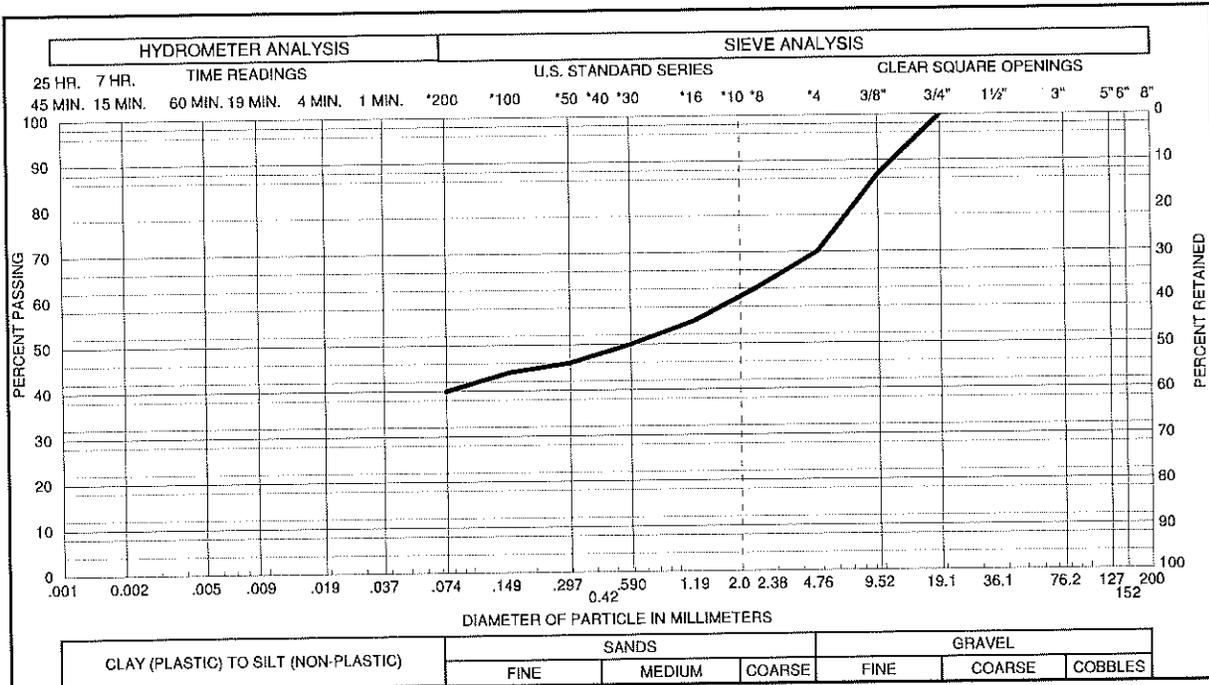


Sample of CLAY, VERY SANDY (CL)
 From TH-10 AT 9 FEET

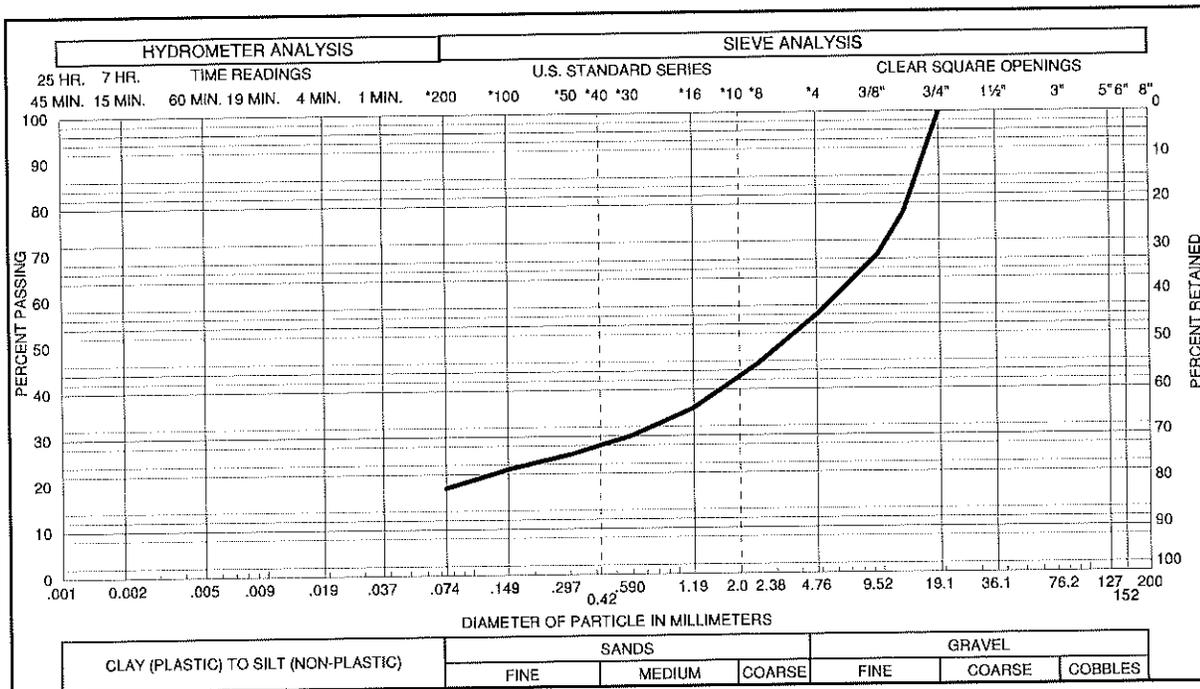
DRY UNIT WEIGHT= 120 PCF
 MOISTURE CONTENT= 11.1 %

Swell Consolidation Test Results

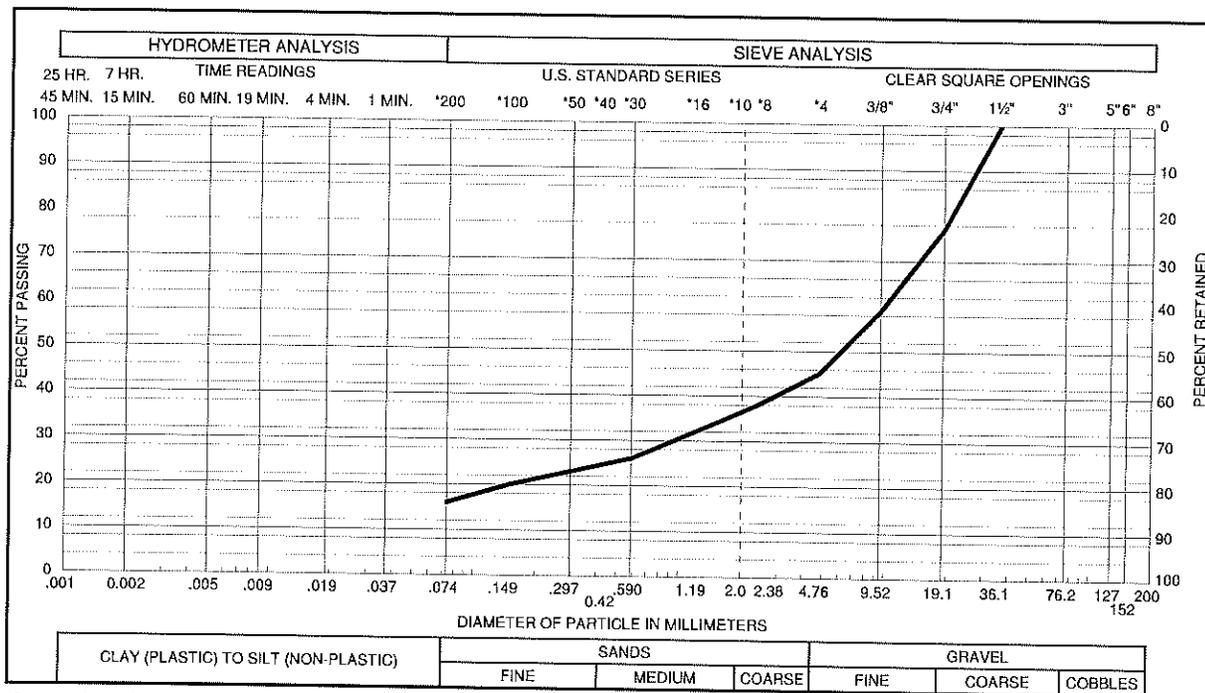
FIG. B-2



Sample of SAND, GRAVELLY, VERY CLAYEY (SC) GRAVEL 30 % SAND 30 %
 From TH - 3 AT 4 FEET SILT & CLAY 40 % LIQUID LIMIT 23 %
 PLASTICITY INDEX 7 %

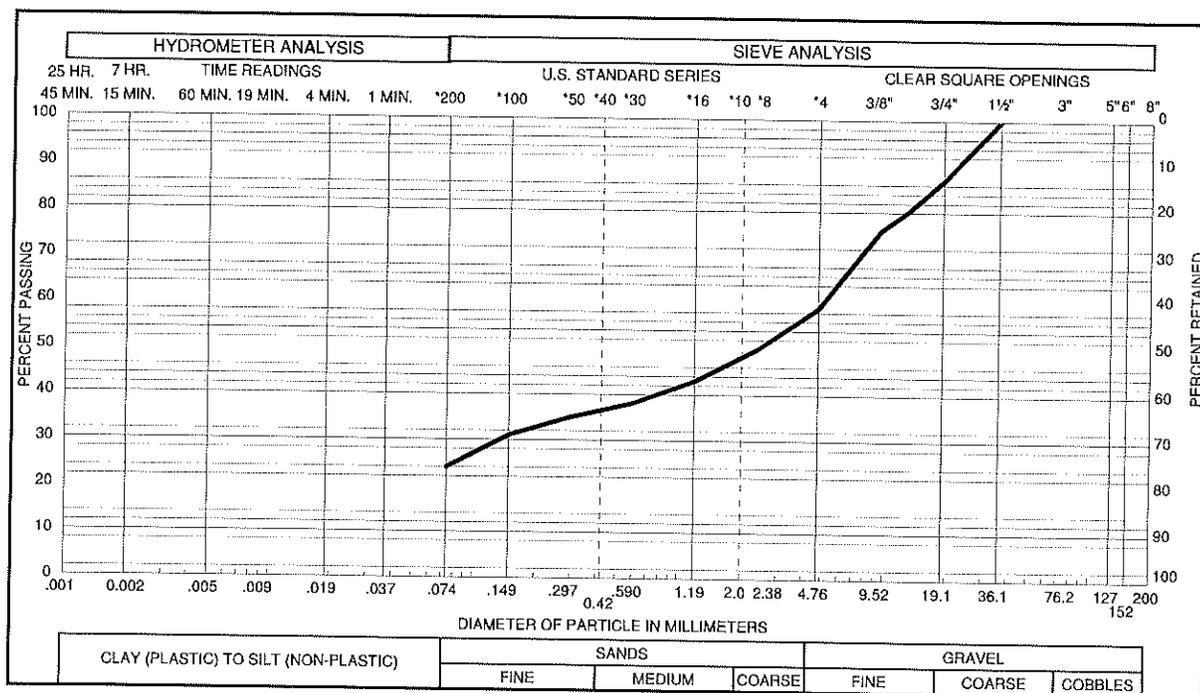


Sample of GRAVEL, SANDY, CLAYEY (GC) GRAVEL 44 % SAND 37 %
 From TH - 4 AT 19 FEET SILT & CLAY 19 % LIQUID LIMIT %
 PLASTICITY INDEX %



Sample of GRAVEL, SANDY, CLAYEY (GC)
 From TH - 5 AT 14 FEET

GRAVEL	55 %	SAND	29 %
SILT & CLAY	16 %	LIQUID LIMIT	21 %
PLASTICITY INDEX			6 %



Sample of GRAVEL, SANDY, SILTY (GM)
 From TH - 7 AT 19 FEET

GRAVEL	41 %	SAND	35 %
SILT & CLAY	24 %	LIQUID LIMIT	%
PLASTICITY INDEX			%

Attachment 6A-
Wildlife Habitat Study, BIO-Logic



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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.



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- 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



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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



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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



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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



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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.



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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

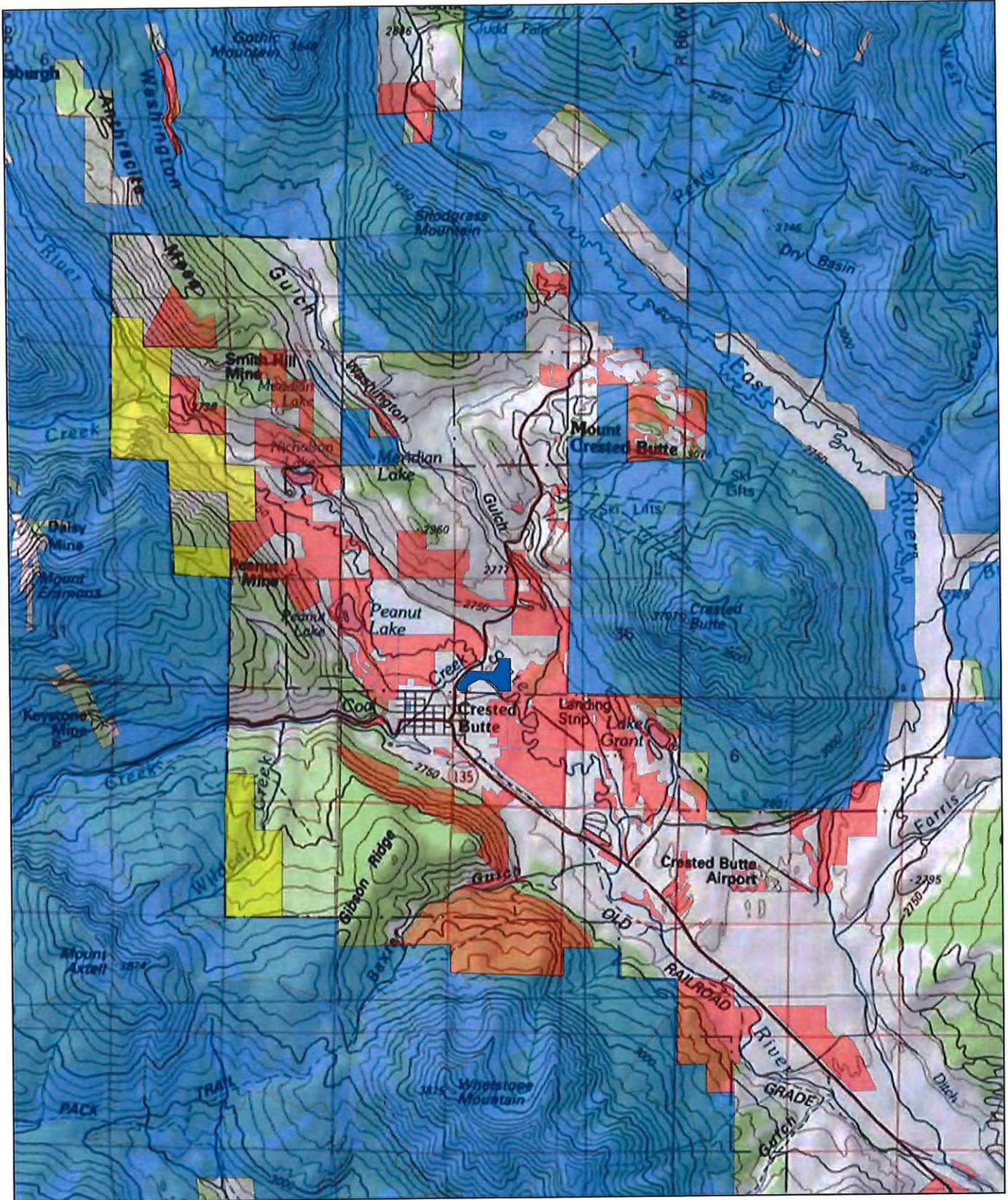
7. It is recognized that the development may add to the many existing impairments of elk to use the Slate River migration corridor, and that this impact to elk movement cannot be eliminated or substantially reduced by on-site conservation measures. Nevertheless, in order to mitigate any potential impacts 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 31st, 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.



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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

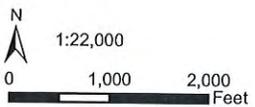


Figure 2
Site Location and
Existing Address Points

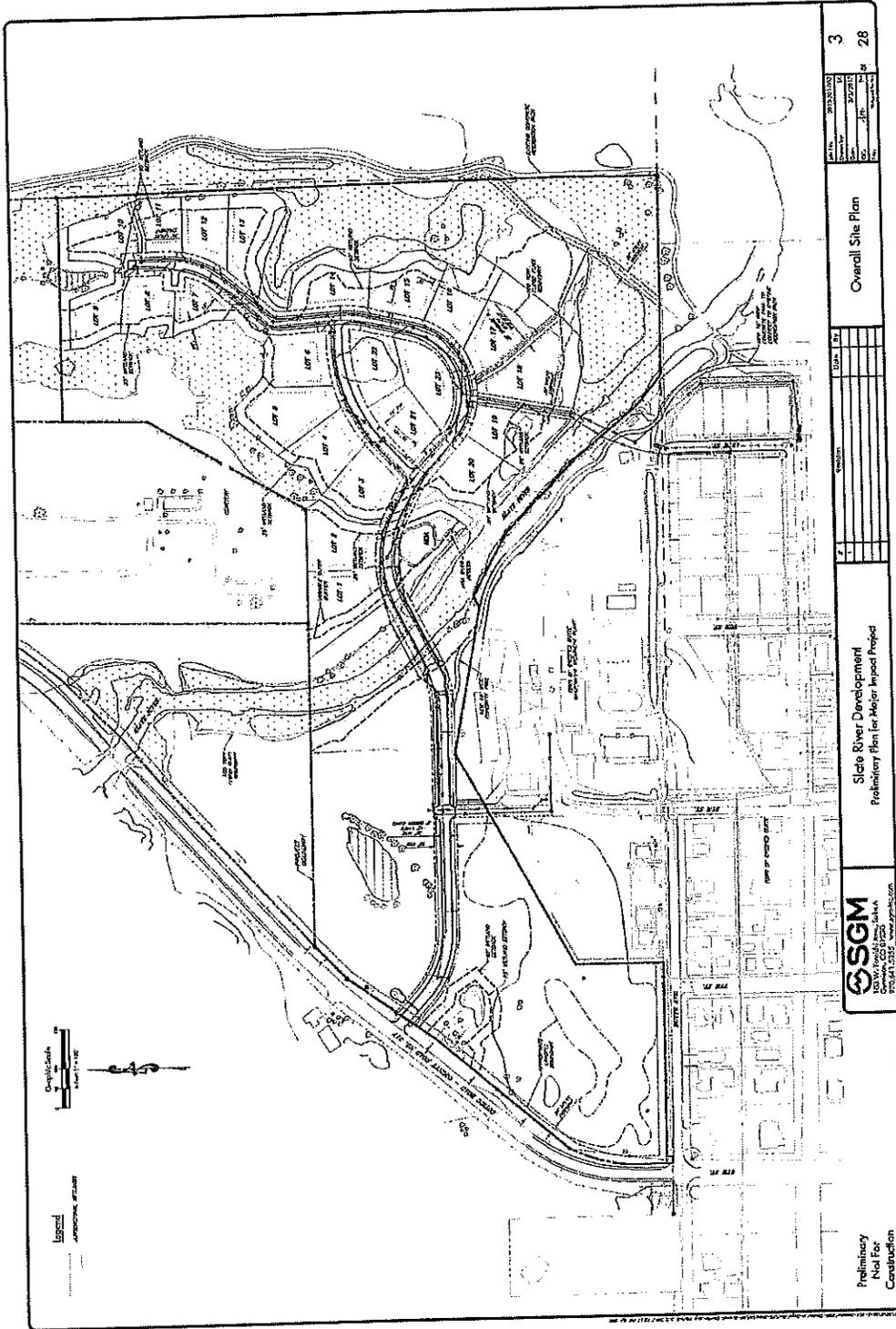
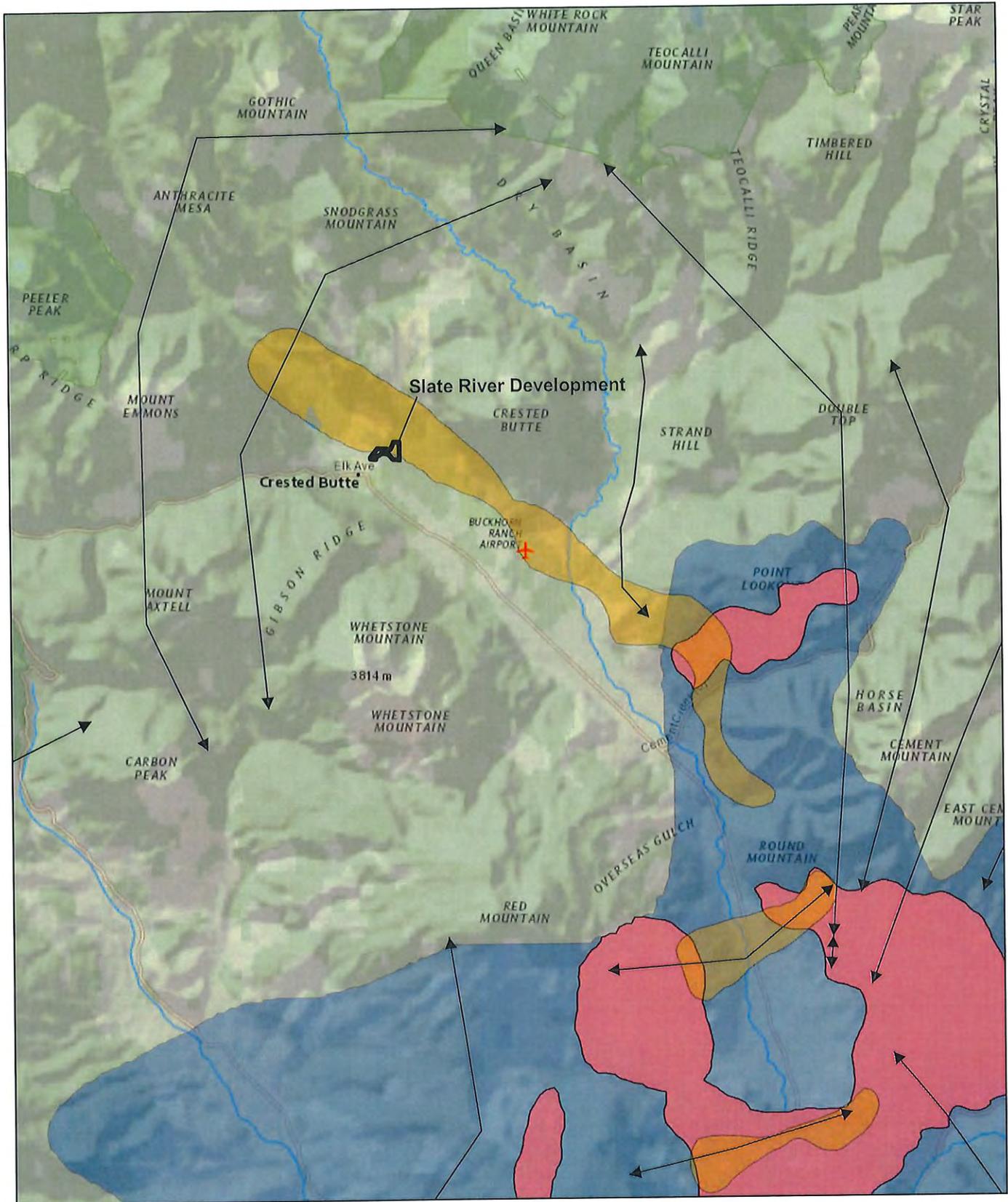
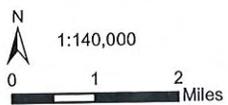


Figure 3. Development Layout Map.



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



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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, 6TH 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, 6th 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 16th day of August, 2016.

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

Paula Svenson
Paula Svenson, Chairperson

Phil Chamberland
Phil Chamberland, Commissioner

Jonathan Houck
Jonathan Houck, Commissioner

ATTEST:

[Signature]
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.

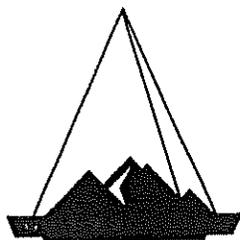


Photo 6. From the same hilltop as Photo 5, a panoramic view to the northeast and east. Residential development on neighboring parcels to the northeast contributes to the narrowing of the elk migration corridor in this area. The recreation path and fences visible at right are examples of other disturbances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

Of Counsel
 John R. Hill, Jr.

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

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 14th, 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

February 21, 2017
Jim Petterson
Page 2 of 3

LAW OF THE ROCKIES

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 14th, 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 31st, 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 14th, 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 31st, 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.

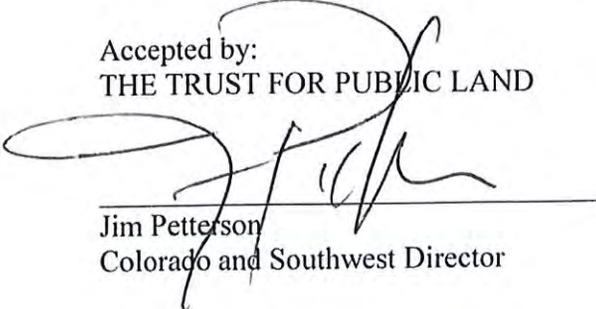
Sincerely,



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.

Attachment 6B-

Colorado Parks & Wildlife Letter



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

February 17, 2017

Neal Starkebaum
 Gunnison County Planning Dept.
 221 N Wisconsin
 Gunnison CO 81230

RE: Slate River Development Subdivision

Dear Planning Commission,

My staff has reviewed the Slate River Development Subdivision Wildlife Habitat Analysis and Mitigation Plan submitted by BIO-Logic Inc. on behalf of Cypress Foothills, LP.

The subdivision proposal raised the following wildlife concerns: obstruction of an elk migration corridor, the potential for human / bear conflicts, fence construction, and the threat household pets pose to wildlife.

The proponents have adequately addressed these concerns in the Slate River Development Subdivision Wildlife Habitat Analysis and Mitigation Plan. We appreciate their efforts to reduce and mitigate impacts to wildlife and their habitat from the proposed development.

Thank you for the opportunity to comment on this land use change.

Sincerely,

J Wenum
 Area Wildlife Manager - Gunnison

Cc: Patt Dorsey, SW Region Manager
 Chris Parmeter, District Wildlife Manager
 Steve Boyle, BIO-Logic Inc.



Attachment 7-

Wetland Report and Mapping, BikiS



BIKIS
Water Consultants
a division of  **SGM**

WETLAND REPORT FOR THE SLATE RIVER DEVELOPMENT GUNNISON COUNTY, COLORADO

Prepared for:
Travis Parker
Cypress Equities
8343 Douglas Ave, Suite 200
Dallas, TX 75225

Prepared by:
Bikis Water Consultants, a division of SGM
info@BikisWater.com
www.BikisWater.com

March 2016

Wetland Report for the Slate River Development
Gunnison County, Colorado

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TABLE

Table 1. Summary of Wetlands on Slate River Development

FIGURES

Figure 1. Vicinity Map

Figure 2. Wetland Delineation

Figure 3. Development Layout

Wetland Report for the Slate River Development
Gunnison County, Colorado

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

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*), 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*). Weeds which occur around the perimeters of the wetlands include creeping thistle (*Cirsium arvense*) and ox-eye daisy (*Lucreanthemum 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.

Wetland Report for the Slate River Development
Gunnison County, Colorado

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.

Wetland Report for the Slate River Development Gunnison County, Colorado

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

Wetland Report for the Slate River Development
Gunnison County, Colorado

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⁽¹⁾
Cypress Foothills, LLP**

Label	Type ⁽²⁾	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
Total		10.14	(9.21 Jurisdictional)

Notes:

J = jurisdictional under Section 404

NJ = non-jurisdictional

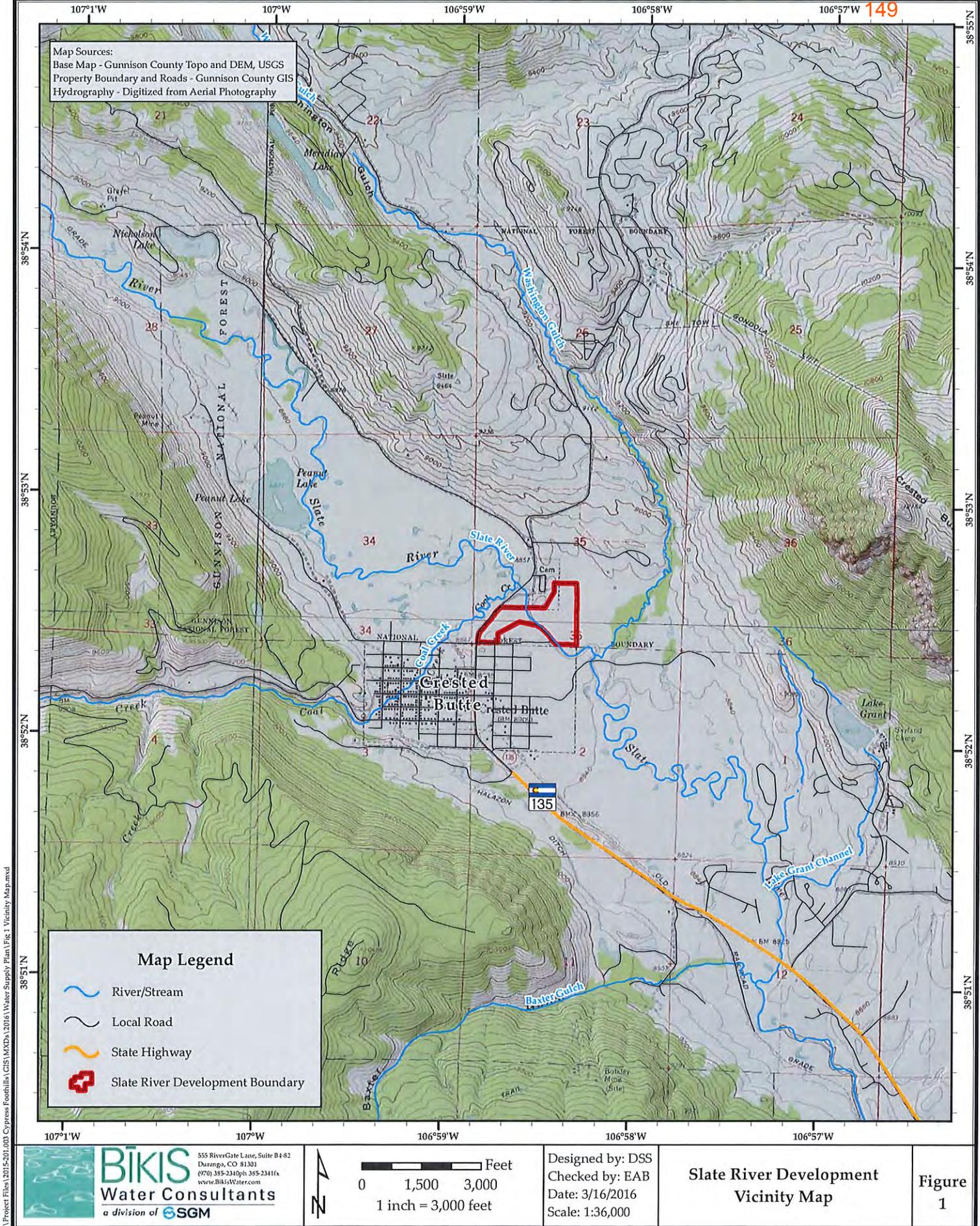
Footnotes:

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

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0 1,500 3,000 Feet
 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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 Water Consultants
 a division of SGM

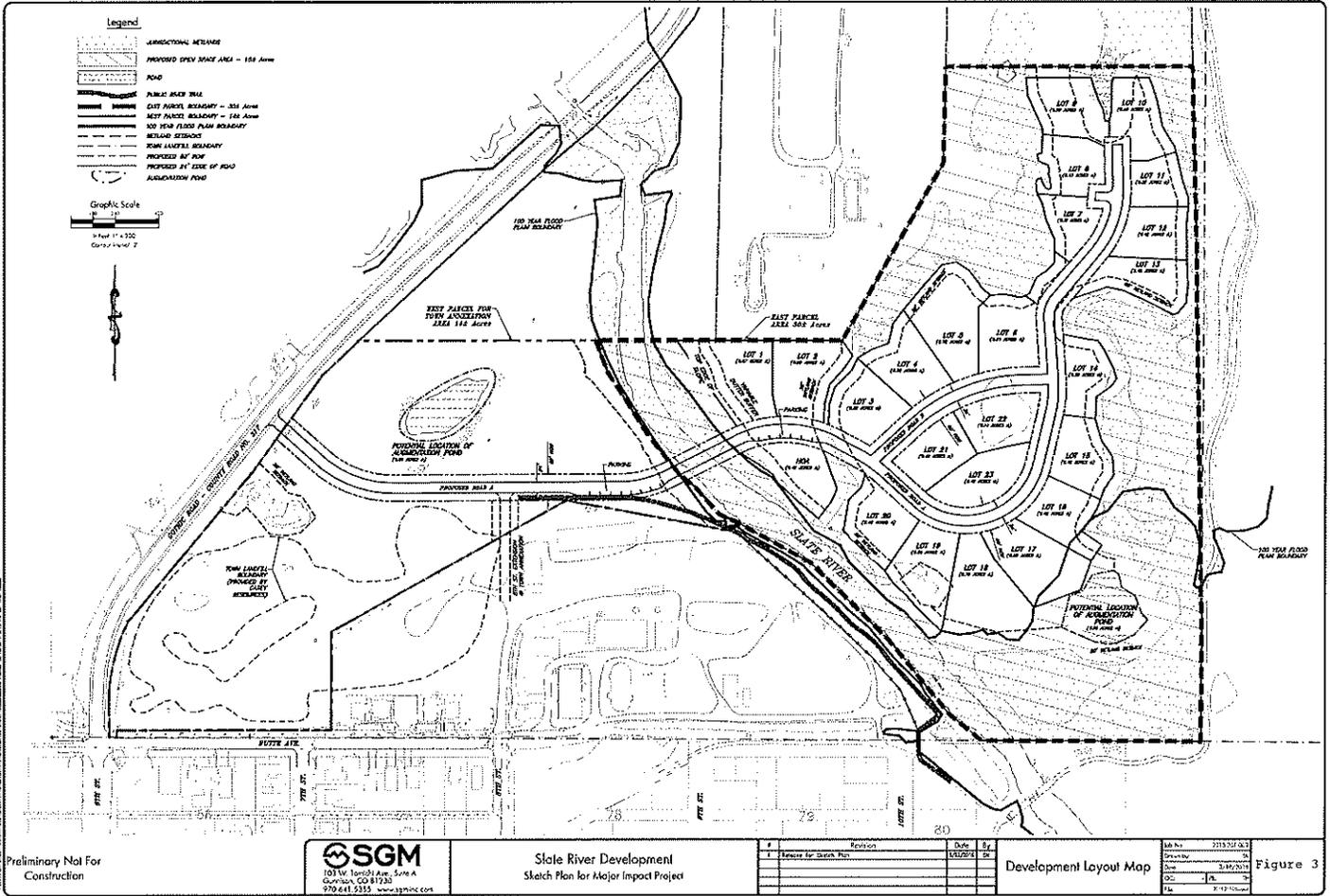
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0 150 300 600 Feet
 1 inch = 300 feet

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

**Slate River Development
 Wetland Delineation***

P:\Projects Files\2016\2016-2017\000 Cypress Forestland GIS\MXD\2016 Wetland Report\Fig. 2 Wetland Delineation Map.mxd



Preliminary Not For Construction

SGM
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State River Development
 Sketch Plan for Major Impact Project

Rev.	Revision	Date	By
1	Revised for Data Plan	03/20/14	SK

Development Layout Map

Map No.	21132/03
Drawn by	SK
Date	3/19/2014
Scale	1" = 100'
File	P-13-1500.dwg

Figure 3



www.BikisWater.com

Attachment 8-
Water Supply Plan Report, SGM

WATER SUPPLY PLAN

SLATE RIVER DEVELOPMENT GUNNISON COUNTY COMBINED PRELIMINARY AND FINAL PLAN APPLICATION

February 2017

Prepared by



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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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1.0 Introduction	1-1
2.0 Project Location and Description	2-1
3.0 Calculated Water Demands	3-1
3.1 In-House Demands	3-1
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4.0 Hydraulic Analysis	4-1
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LIST OF APPENDICES

Appendix A

Overall Utility Plan

Appendix B

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 7th 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, 8th Street and 10th 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, 8th Street and 10th 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 10th 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 8th 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

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 (m²), 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 m²) 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 m²) 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^a

FIRE-FLOW CALCULATION AREA (square feet)					FIRE FLOW (gallons per minute) ^c	FLOW DURATION (hours)
Type IA and IB ^b	Type IIA and IIIA ^b	Type IV and V-A ^b	Type IIB and IIIB ^b	Type V-B ^b		
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	
128,701-145,900	72,401-82,100	46,401-52,500	33,501-37,900	20,601-23,300	4,000	4
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 m², 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 ^{a, b, c} (feet)	MAXIMUM DISTANCE FROM ANY POINT ON STREET OR ROAD FRONTAGE TO A HYDRANT ^d
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 ^e	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

Project Description	
Worksheet	Pressure Pipe - 1
Flow Element	Pressure Pipe
Method	Hazen-Williams Fo
Solve For	Discharge

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

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 ²
Wetted Perimeter	2.09 ft
Velocity	13.70 ft/s
Velocity Head	2.91 ft
Friction Slope	087135 ft/ft

Worksheet Worksheet for Pressure Pipe

Project Description	
Worksheet	Pressure Pipe - 1
Flow Element	Pressure Pipe
Method	Hazen-Williams Fo
Solve For	Pressure at 2

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

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 ²
Wetted Perimeter	2.09 ft
Velocity	0.57 ft/s
Velocity Head	0.01 ft
Friction Slope	0.00244 ft/ft

Worksheet Worksheet for Pressure Pipe

Project Description

Worksheet	Pressure Pipe - 1
Flow Element	Pressure Pipe
Method	Hazen-Williams Fo
Solve For	Pressure at 2

Input Data

Pressure at	115.00 psi
Elevation at	50.00 ft
Elevation at	60.00 ft
Length	,720.00 ft
C Coefficient	120.0
Diameter	8.0 in
Discharge	0.05 cfs

Results

Pressure at 2	110.65 psi
Headloss	0.03 ft
Energy Grade at	315.26 ft
Energy Grade at	315.22 ft
Hydraulic Grade :	315.26 ft
Hydraulic Grade :	315.22 ft
Flow Area	0.3 ft ²
Wetted Perimeter	2.09 ft
Velocity	0.14 ft/s
Velocity Head	0.00 ft
Friction Slope	000019 ft/ft

Worksheet Worksheet for Pressure Pipe

Project Description	
Worksheet	Pressure Pipe - 1
Flow Element	Pressure Pipe
Method	Hazen-Williams Fo
Solve For	Discharge

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

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 ²
Wetted Perimeter	2.09 ft
Velocity	16.39 ft/s
Velocity Head	4.18 ft
Friction Slope	121584 ft/ft

Appendix D

Town of Crested Butte 2016 Drinking Water Quality Report

**Town of Crested Butte 2016 Drinking Water Quality Report
for Calendar Year 2015**

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://wqcdcompliance.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 90th 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 th Percentile	Sample Size	Unit of Measure	90 th Percentile AL	Sample Sites Above AL	90 th 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 <u>non-enforceable</u> 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/

THIS NOTICE WILL NOT BE MAILED TO INDIVIDUAL CUSTOMERS THIS YEAR

Attachment 9-

Service Provision Letter, Town of Crested Butte

Water and Wastewater Estimates

Town of Crested Butte

P.O. Box 39 Crested Butte, Colorado 81224

*-National Trust for Historic Preservation's 2008 Dozen Distinctive Destinations Award Recipient-
-A National Historic District-*

Phone: (970) 349-5338
FAX: (970) 349-6626
www.townofcrestedbutte.com

Gunnison County
Community Development Department
221 N. Wisconsin St., Ste D
Gunnison, CO 81230

February 9, 2016

Town of Crested Butte
P.O. Box 39
Crested Butte, CO 81224

Dear Gunnison County,

I have reviewed the proposal to develop the parcel (approximately 30.4 acres) owned by Cypress Foothills, L.P. east of the Slate River into approximately 23 residential lots. I understand that at this time the applicant intends to tie onto the central wastewater treatment system for the Town of Crested Butte, Colorado. The central wastewater treatment system for the Town of Crested Butte, Colorado has the capacity to allow the proposed development to tie onto the system, and the Town is willing to serve the same.

Sincerely,

TOWN OF CRESTED BUTTE


Rodney Due, Public Works Director



Job Name: Slate River Annexation - Water and Sewer Capacity
 Job Number: 2387.6c
 Date: 3/1/19
 By: BLM

Land Use	EQRs ¹	Gallons Per Day	Number	Projected (gpd)	Notes
Residential					
Single-family	1.49	403 gal/day/unit	6	2,419	T1 - T6 (assume all homes are 2,800 sf)
Accessory Dwelling Units	1	270 gal/day/unit	6	1,620	ADUs for T1 - T6 (600 sf) conservative estimate based on town code is 1 EQR
Duplex Units	1	270 gal/day/unit	12	3,240	TP-3: Average size: 1,100 sf, 2 bedrooms/1-1/2 baths per unit; 12 units total) conservative estimate based on town code is 1 EQR
High Density Residential / Multi-Family	0.75	203 gal/day/unit	60	12,150	TP - 5: 40-60 units total (Ave. size: 700 sf, 1.25 bedrooms, 1 bath) EQR not provided in code, conservative approximation
Affordable Housing Units (medical clinic)	1	270 gal/day/unit	3	810	2-3 affordable housing units- 3 to 5 bedrooms total EQR not provided in code, conservative estimate for 3 EQRs
		Subtotal		20,239	Notes
Commercial ²					
Medical Clinic	24,000	0.10 gal/day/ft ²		2,400	Industry standard for medical facilities is 0.17 gal/sf/day, less for the proposed clinic due to anticipated services
Community Public Building	12,000	0.05 gal/day/ft ²		658	TP2 - B: assume as "churches & other non profit organization hall with no residence or regular eating facility"
Fire Station				830	See calculation below for peak fire station water demand estimate
		Subtotal		3,888	
		Total		24,130	

Note:
¹ Per Town Code 13-1-120 1 EQR uses a base of 8,000 gallons of water per month or approximately 270 gallons per day
² Using historical commercial use data from Corps of Engineers 1983, AWWA RF 2000, using 50th percentile values from summary

Fire Station Demand Estimate	
Typical gal/capita/day	Assume 8 people using facility (peak)
shower	93.6
toilet	145.6
faucet	83.2
dishwashing	7.2
Total Personnel Use =	329.6 gpd
Wash Bay Use =	500 gpd
Peak Fire Station Use =	829.6 gpd

Attachment 10-

Road Restriction Agreement and Ditch Rights, Law of the Rockies



LAW OF THE ROCKIES

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

Of Counsel
 John R. Hill, Jr.

MEMORANDUM

TO: Cypress Foothills, LP

DATE: March 15, 2016

SUBJECT: *Road Restriction Agreement recorded July 12, 2006 at Reception No. 566803 and Ditch Rights contained in Order of Partition recorded June 28, 1978 in Book 516 at Page 474.*

I. Introduction

The purpose of this memorandum is to provide you with a brief analysis of the above referenced exceptions to the April 22, 2014 policy of title insurance for your Gunnison County, Colorado real property.

II. Road Restriction Agreement

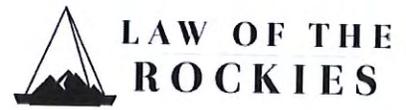
The Road Restriction Agreement recorded at Reception No. 566803 is between Trampe Ranches Partnership ("Trampe," a prior owner of the Property) and Gunnison County.

At the time of the Agreement, Trampe owned substantial land holding in Gunnison County, including around Crested Butte. The Agreement is applicable to property owned by Trampe pursuant to vesting deeds recorded at Reception Nos. 488725, 563874, 508714 and 508712. The property now owned by Cypress Foothills (the "Property") is one of the many parcels included in these instruments.

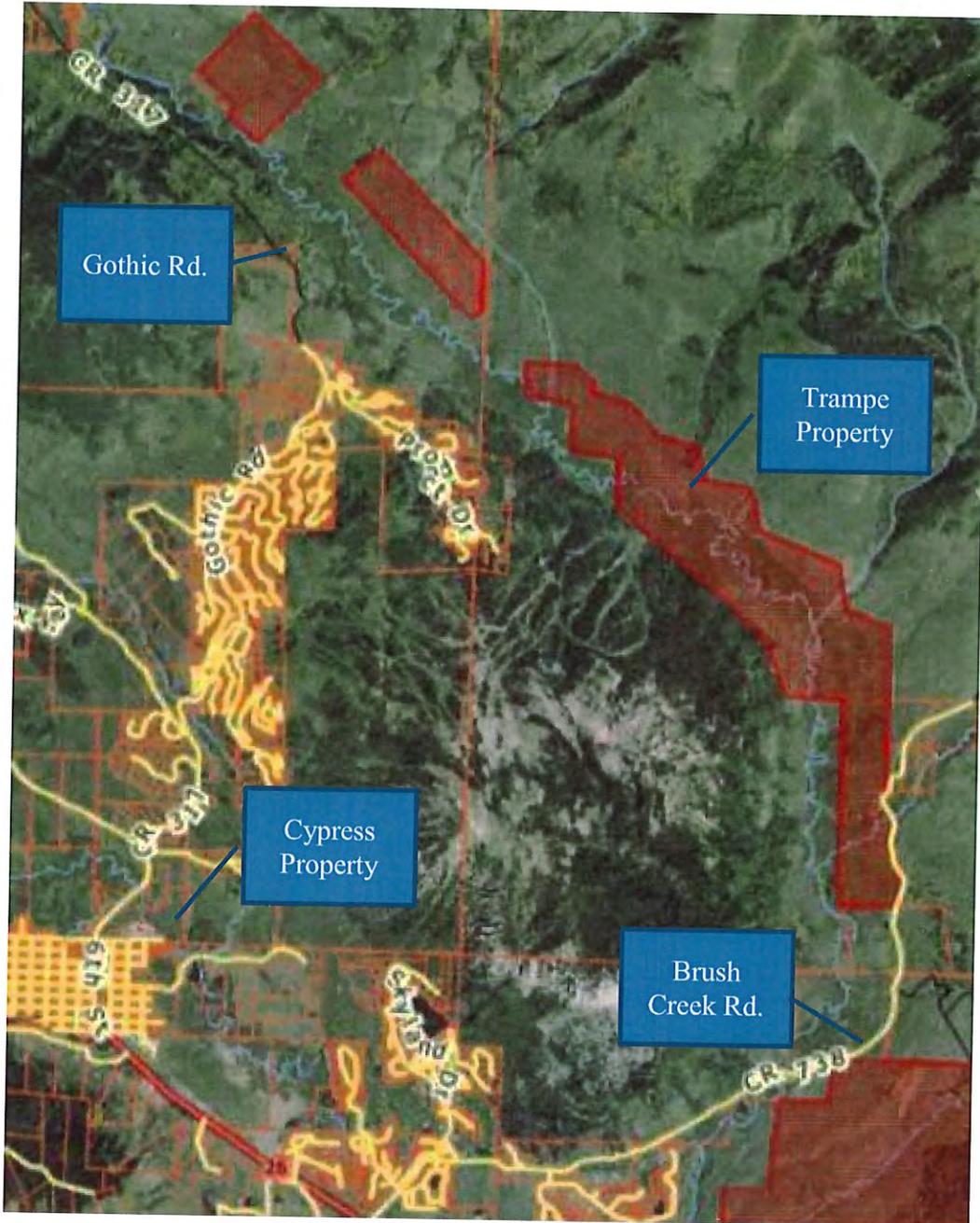
The express purpose of the agreement is to prohibit the development of a new road connecting County Roads 738 (Brush Creek) and 317 (Gothic). The aerial photograph on the following page illustrates the relative proximity of these two roads, the Property and existing Trampe property. It appears that the intent of the Agreement was to preclude installation of a road on the existing Trampe property on the north and east sides of Mt. Crested Butte. It is illogical that the County would be concerned about a road connecting Gothic and Brush Creek Roads via the Property, as Highway 135 already provides convenient and similar access between the two.

Importantly, paragraph 4 of the Agreement provides that it does not prohibit roads for the purpose of providing access to and from the Property ("This restriction does not prohibit road(s) or motor vehicle access to or from or within any of the Parcels, nor does this restriction prohibit use of the Parcels for roads solely to serve the Parcels, nor does this restriction prohibit use of the Parcels for non-motorized trails, nor does this restriction prohibit use of the Parcels for utilities across the Parcels.").

March 15, 2016
Page 2 of 4



Accordingly, we do not believe this Agreement will restrict the development of the property as contemplated by Cypress.

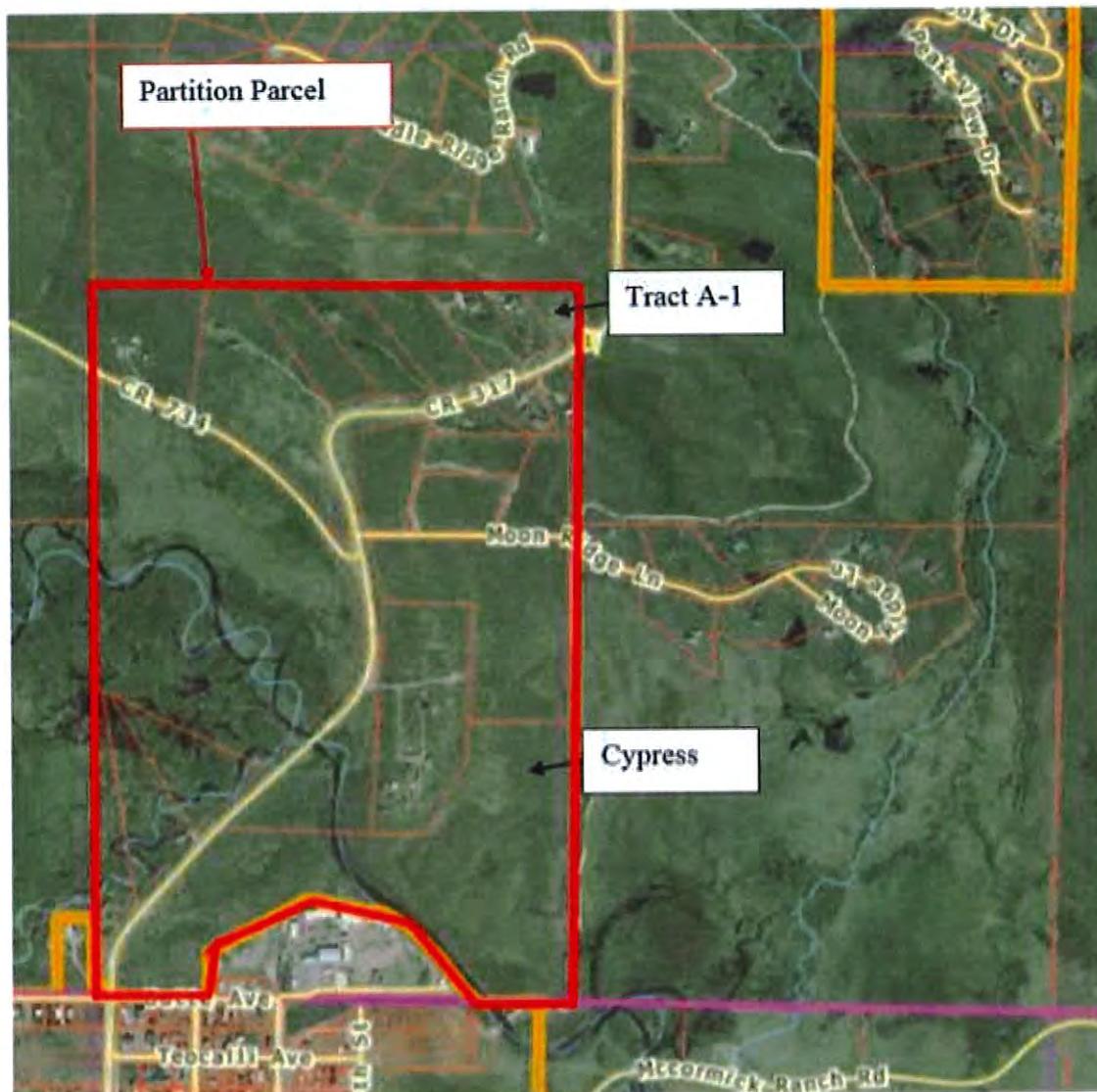


March 15, 2016
Page 3 of 4



III. Order of Partition

The Order of Partition recorded in Book 516 at Page 474 related to the entire parcel outlined in red in the below aerial photograph (less the cemetery site):



The Order includes one theoretical encumbrance on the Property. The Order notes that there is a spring on Tract A-1, as illustrated above, and that some of the owners of land subject to the partition have a right to construct a ditch across some of the other parcels (including Cypress's Property) for the purpose of conveying water from the spring to each of the other parcels. However, as shown above, Parcel A-1 is in the northeast corner of the partition property, and the Cypress Property is at the southern end. Therefore, due to topography and the relative locations of the Cypress Property and Parcel A-1, it would not be necessary for the other

March 15, 2016
Page 4 of 4



property owners to construct a ditch across the Cypress Property to reach the spring on Tract A-1.

Accordingly, we do not believe, as a practical matter, that this ditch easement described in the Order will restrict the development of the property as contemplated by Cypress.

Attachment 11-
Drainage Report, SGM

DRAINAGE REPORT

SLATE RIVER DEVELOPMENT GUNNISON COUNTY COMBINED PRELIMINARY AND FINAL PLAN APPLICATION

March 2017

Prepared by



103 WEST TOMICHI AVENUE, SUITE A
GUNNISON, CO 81230
970.641.5355
970.945.5948 FAX

Prepared For

CYPRESS FOOTHILLS, LP
8343 DOUGLAS AVE, SUITE 200
DALLAS, TX 75225
214.561.8800

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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LIST OF APPENDICES

Appendix A

Basin Delineation Maps

Appendix B

Drainage Reference Material

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)

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

	CRESTED BUTTE RAINFALL		
	RETURN PERIOD (years)		
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.

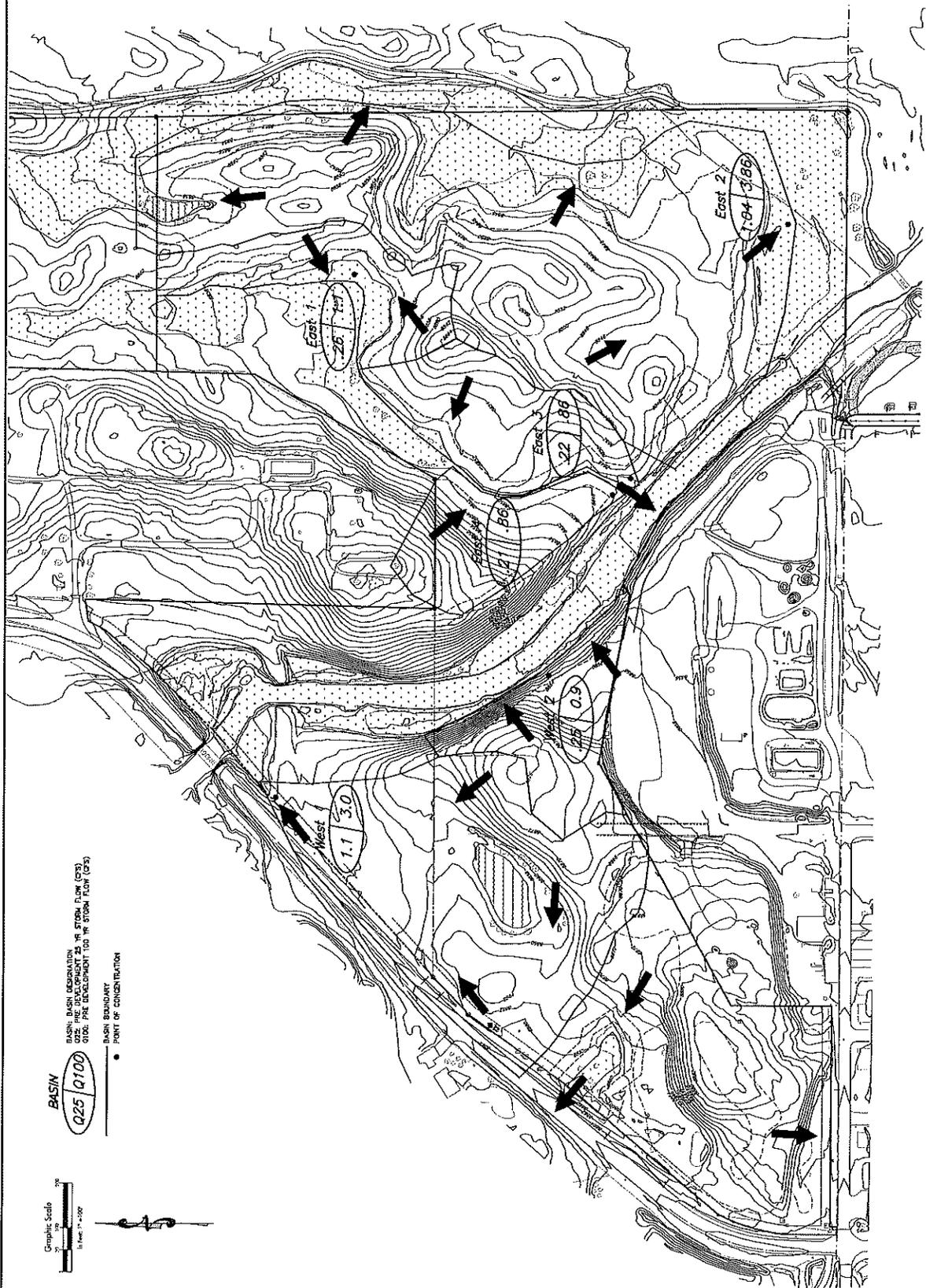
The primary Pyramid Avenue bridge has more than 7' of freeboard over the Slate River 100-year flood elevation. The open channel wetlands crossing will have a natural channel with a width of more than 18 feet wide and 2 feet of depth. This wetlands crossing can convey 37 CFS, well more than will ever 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



BASIN
Q25 | Q100
 BASIN: BASIN DESIGNATION
 Q25: PRE DEVELOPMENT 25 YR STORM FLOW (Q25)
 Q100: PRE DEVELOPMENT 100 YR STORM FLOW (Q100)
 --- BASIN BOUNDARY
 • POINT OF CONCENTRATION



206

	1	2	
Date:	2/22/2017	2/22/2017	2/22/2017
Drawn by:	JRE	JRE	JRE
Check by:	JRE	JRE	JRE
Scale:	1" = 100'	1" = 100'	1" = 100'
Title:	Pre Development Drainage Basins		

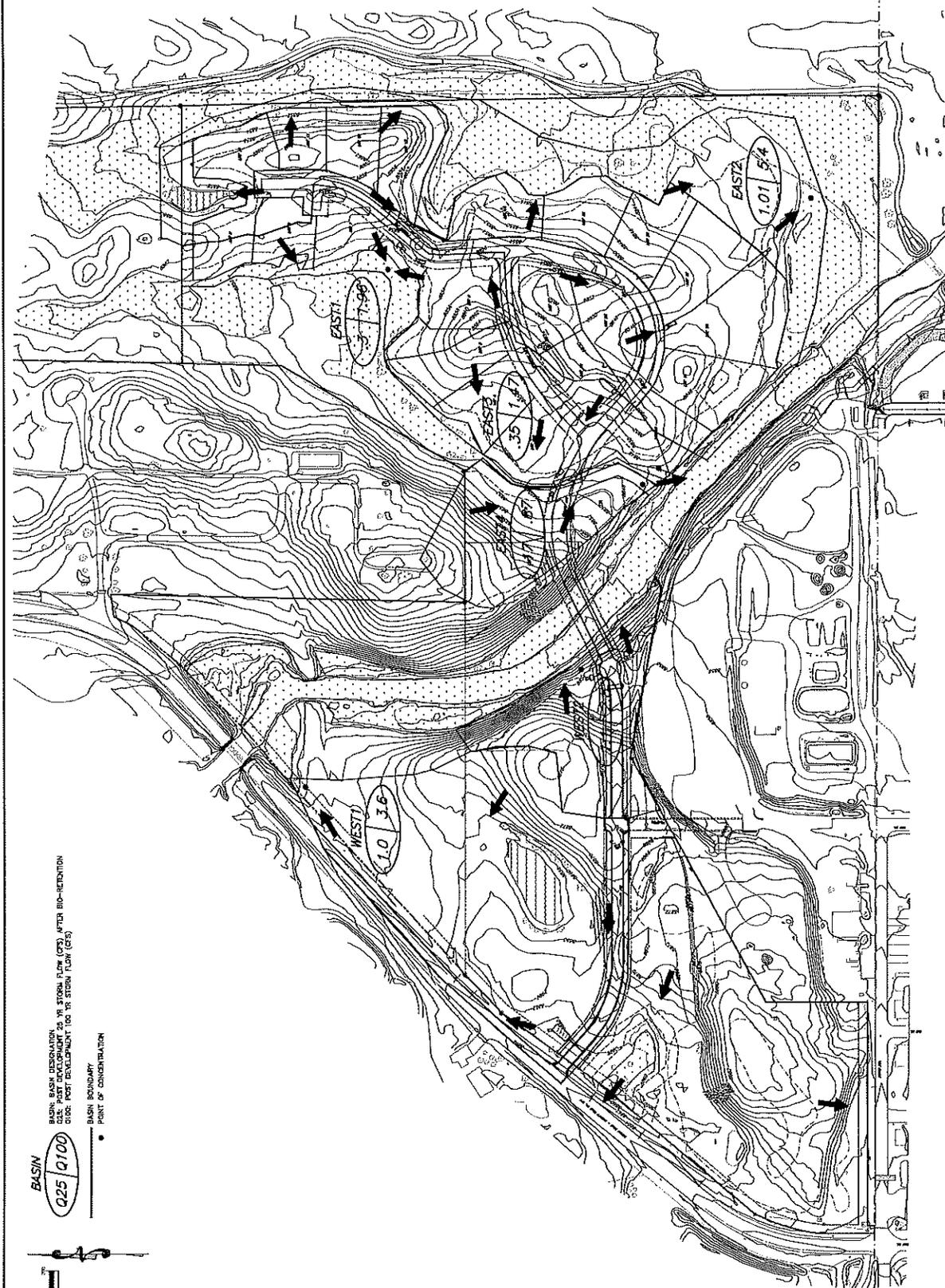
SGM
 103 W. Laminda Ave., Suite A
 Grand Rapids, MI 49503
 616.235.5555 www.sgminc.com

Slate River Development
 Preliminary Plan for Major Impact Project

Revision

#	Date	By
1		

Preliminary
 Not For
 Construction



Job No.	2015-01-002
Drawn By	2/23/2017
Scale	1" = 100'
Sheet	2
Total	2

Post Development
 Drainage Basins

Revision	By	Date
1		

Slote River Development
 Preliminary Plan for Major Impact Project

SGM
 103 W. Tansel Ave., Suite A
 Grand Rapids, MI 49508
 616.235.5355 www.sgminc.com

Preliminary
 Not For
 Construction

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, Geoffery Bonnin

NOAA, National Weather Service, Silver Spring, Maryland

[PF tabular](#) | [PF graphical](#) | [Maps & aerials](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)¹										
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 (0.651-1.41)
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 (0.794-1.67)
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 (0.990-2.15)
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 (1.08-2.30)
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 (1.12-2.36)
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 (5.27-11.0)
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)	12.1 (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 (11.9-23.0)
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 (13.6-26.0)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

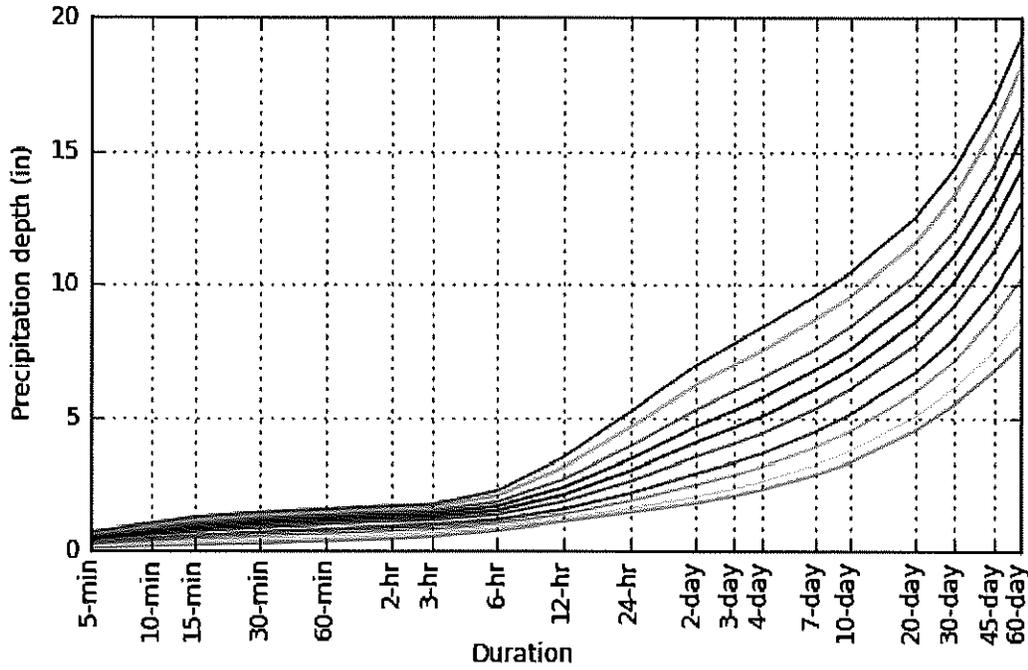
Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds 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.

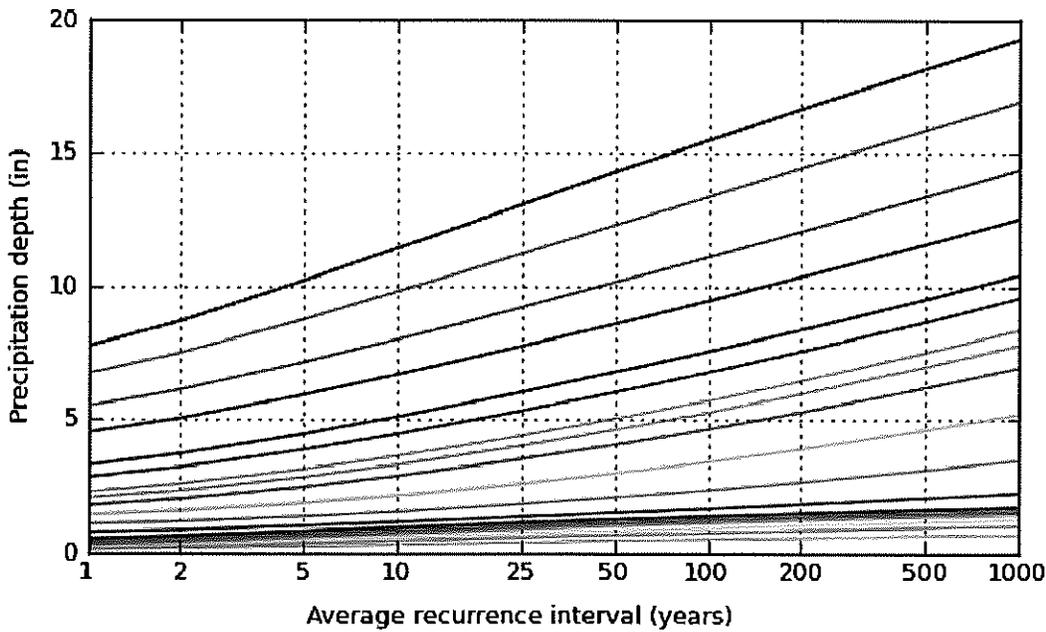
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PF graphical

PDS-based depth-duration-frequency (DDF) curves
Latitude: 38.8759°, Longitude: -106.9735°



Average recurrence interval (years)
1
2
5
10
25
50
10
20
50
10

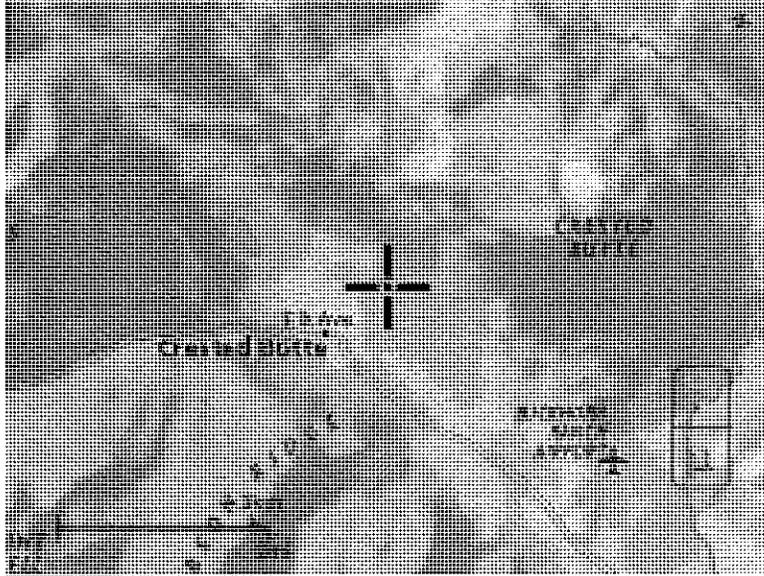


Duration
5-min
10-min
15-min
30-min
60-min
2-hr
3-hr
6-hr
12-hr
24-hr

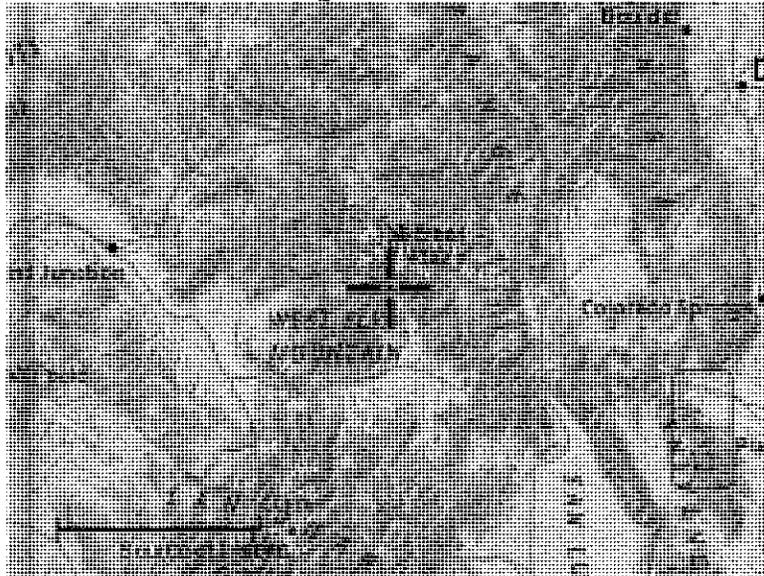
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Maps & aerials

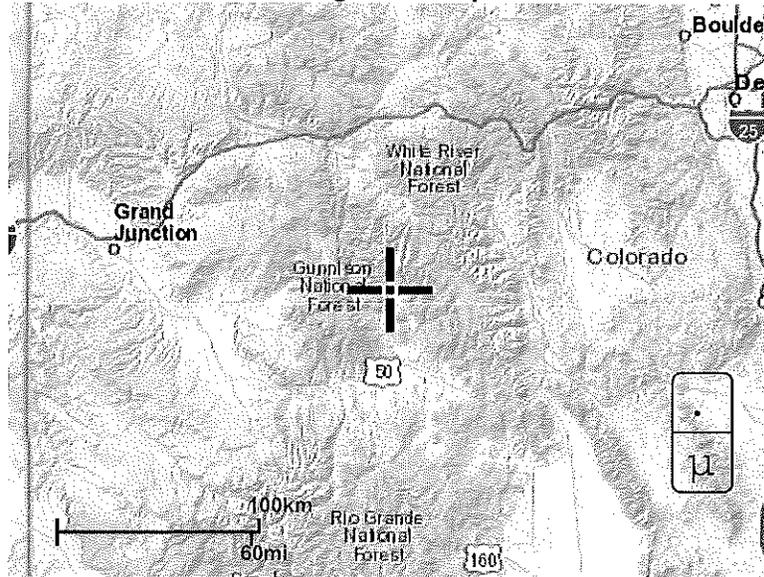
Small scale terrain



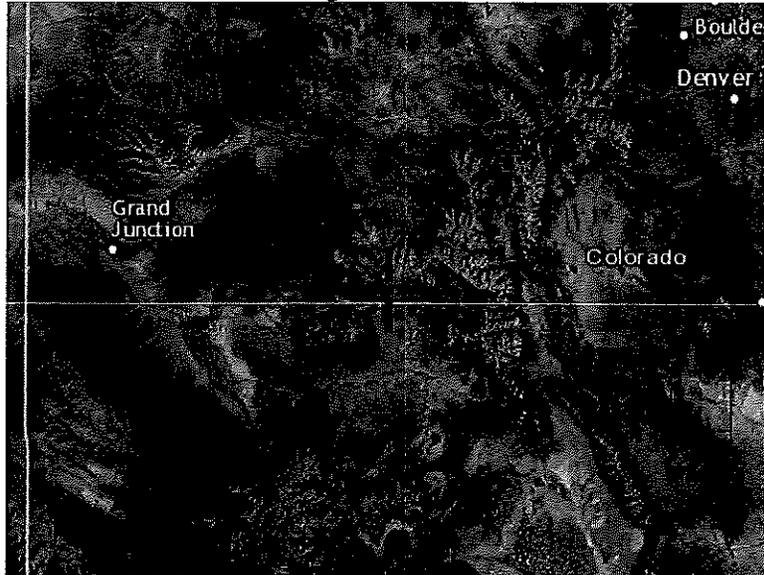
Large scale terrain



Large scale map



Large scale aerial



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1325 East West Highway
Silver Spring, MD 20910
Questions?: 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 Coefficient	0.045
Channel Slope	0.005000 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 ²
Wetted Perimeter	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 ²
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

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	1.40 ft
Diameter	18.0 in

Results	
Discharge	8.65 cfs
Flow Area	1.7 ft ²
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	
Mannings Coeff	0.045
Channel Slope	005000 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 ²
Wetted Perim	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 Coeffic	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 ²
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
Specific Energ	1.03 ft
Froude Numb	0.35
Flow Type	Subcritical

Appendix C

SCS TR-55 Calculation Outlet Reports

Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

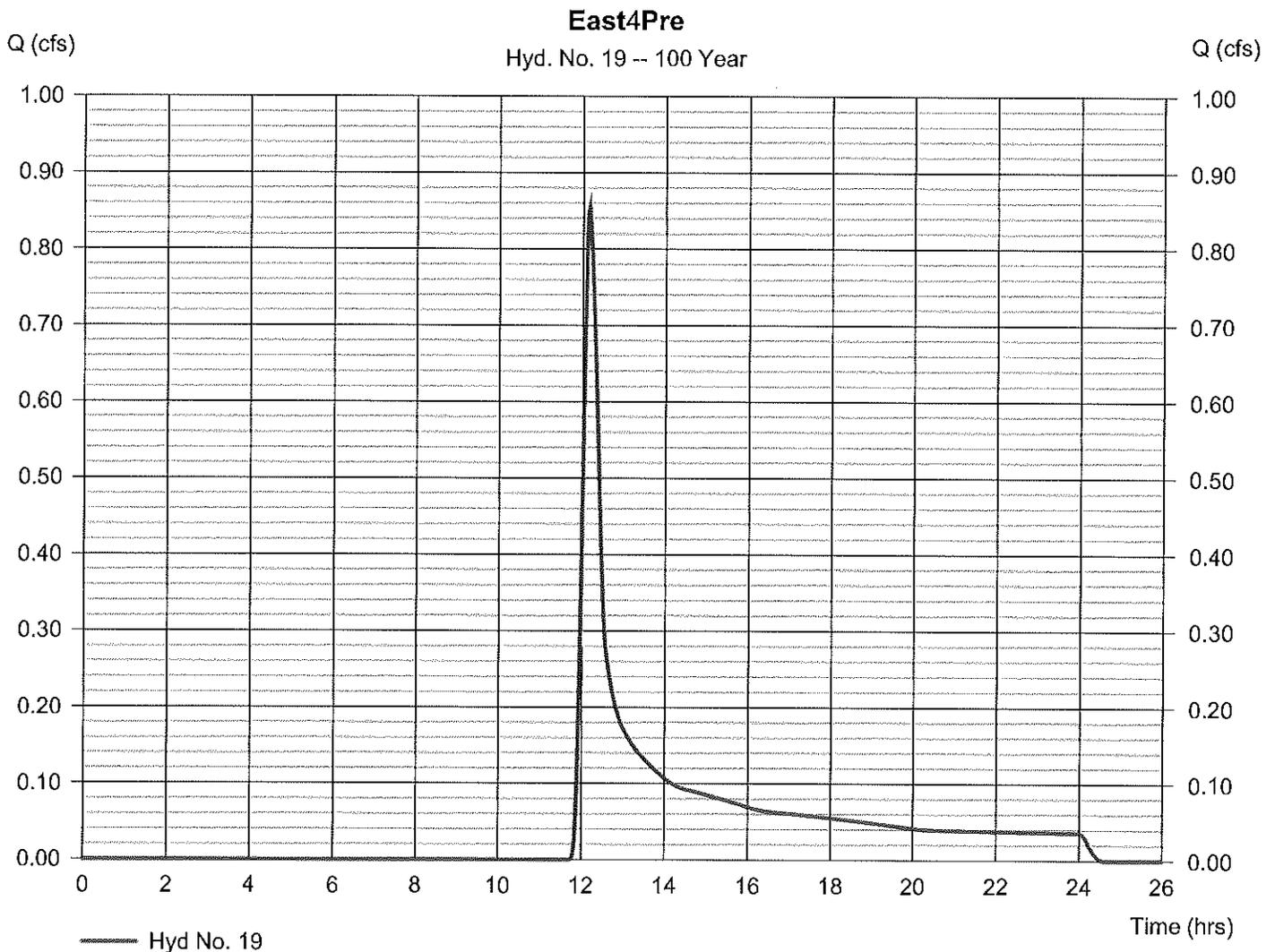
Sunday, 03 / 12 / 2017

Hyd. No. 19

East4Pre

Hydrograph type	= SCS Runoff	Peak discharge	= 0.857 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.17 hrs
Time interval	= 2 min	Hyd. volume	= 4,203 cuft
Drainage area	= 2.100 ac	Curve number	= 61*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 22.50 min
Total precip.	= 3.43 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(2.100 \times 61)] / 2.100$



Hyd. No. 19

Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

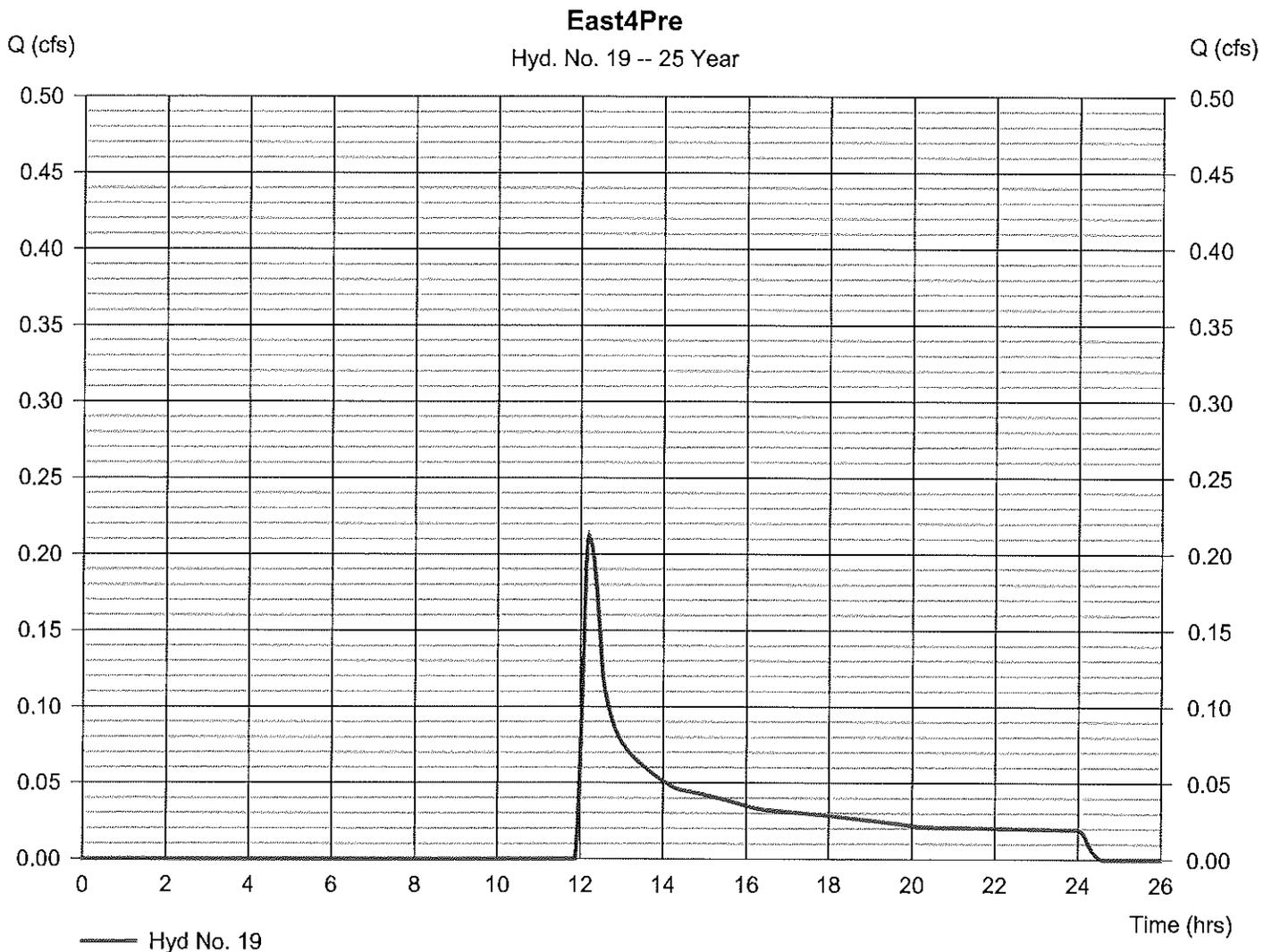
Sunday, 03 / 12 / 2017

Hyd. No. 19

East4Pre

Hydrograph type	= SCS Runoff	Peak discharge	= 0.212 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.20 hrs
Time interval	= 2 min	Hyd. volume	= 1,752 cuft
Drainage area	= 2.100 ac	Curve number	= 61*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 22.50 min
Total precip.	= 2.60 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(2.100 x 61)] / 2.100



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

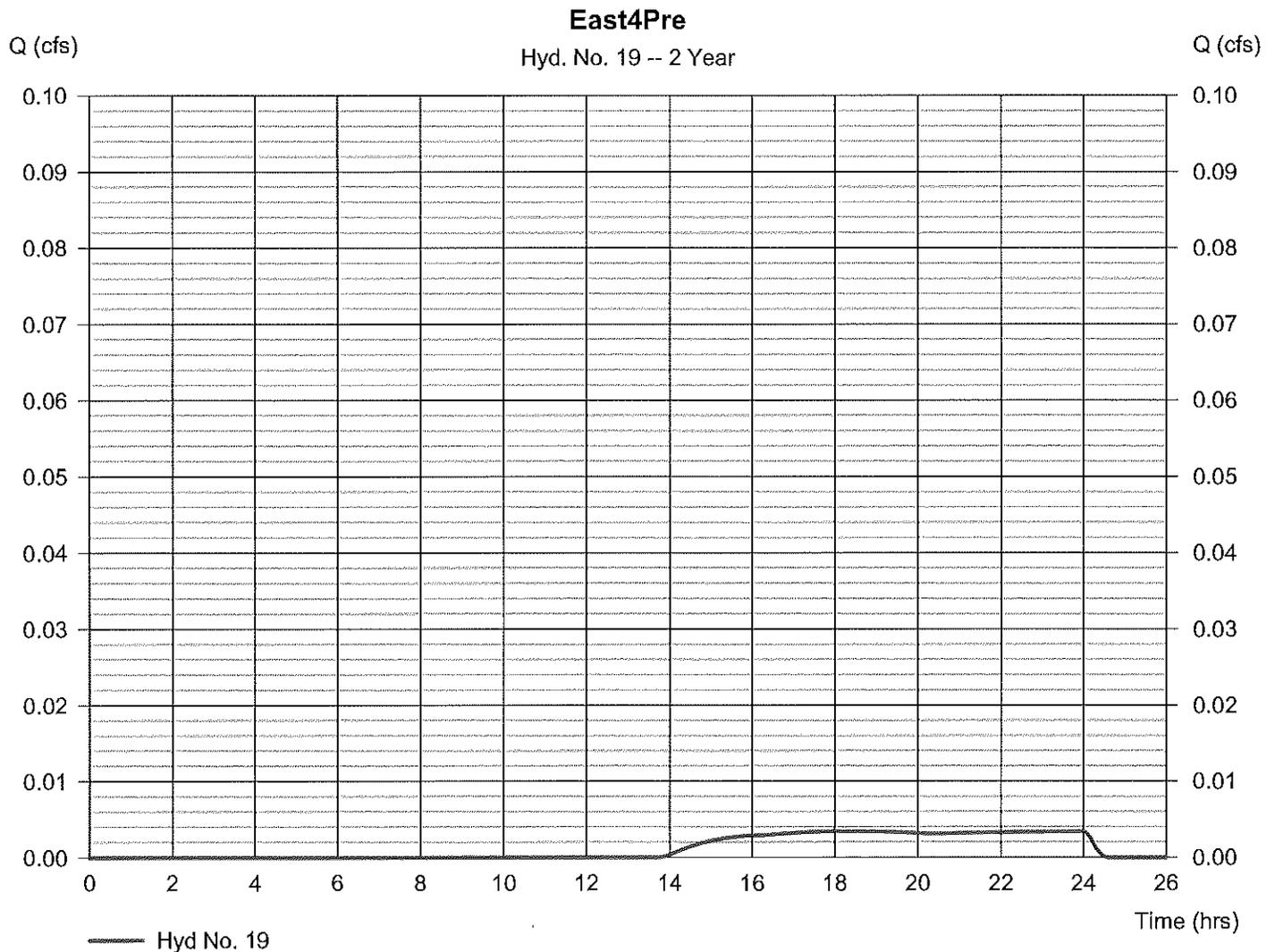
Sunday, 03 / 12 / 2017

Hyd. No. 19

East4Pre

Hydrograph type	= SCS Runoff	Peak discharge	= 0.003 cfs
Storm frequency	= 2 yrs	Time to peak	= 18.40 hrs
Time interval	= 2 min	Hyd. volume	= 112 cuft
Drainage area	= 2.100 ac	Curve number	= 61*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 22.50 min
Total precip.	= 1.59 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(2.100 x 61)] / 2.100



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

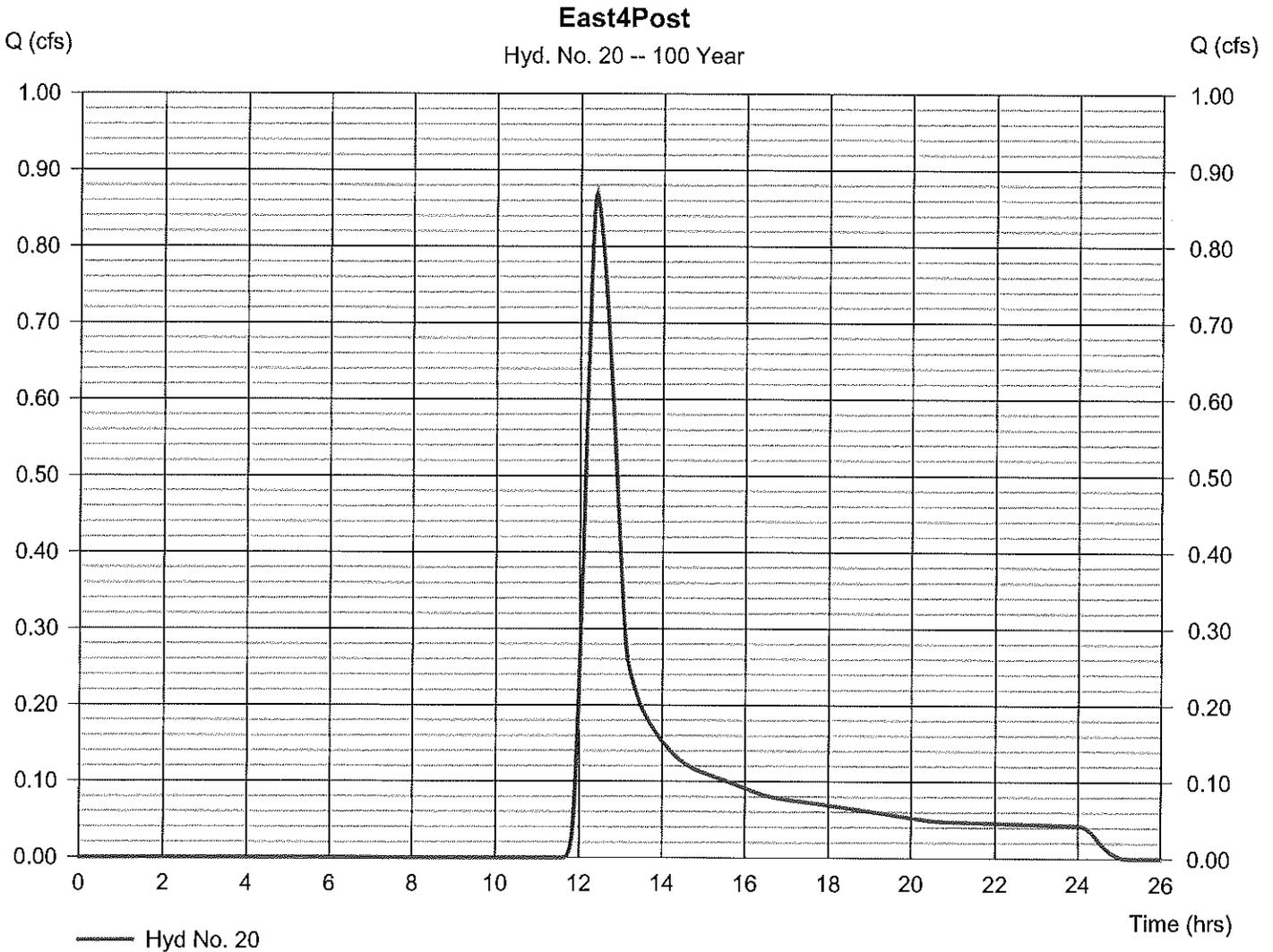
Sunday, 03 / 12 / 2017

Hyd. No. 20

East4Post

Hydrograph type	= SCS Runoff	Peak discharge	= 0.871 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.40 hrs
Time interval	= 2 min	Hyd. volume	= 5,761 cuft
Drainage area	= 2.100 ac	Curve number	= 66*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 43.90 min
Total precip.	= 3.43 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.970 x 61) + (1.000 x 68) + (0.110 x 98) + (0.020 x 39)] / 2.100



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

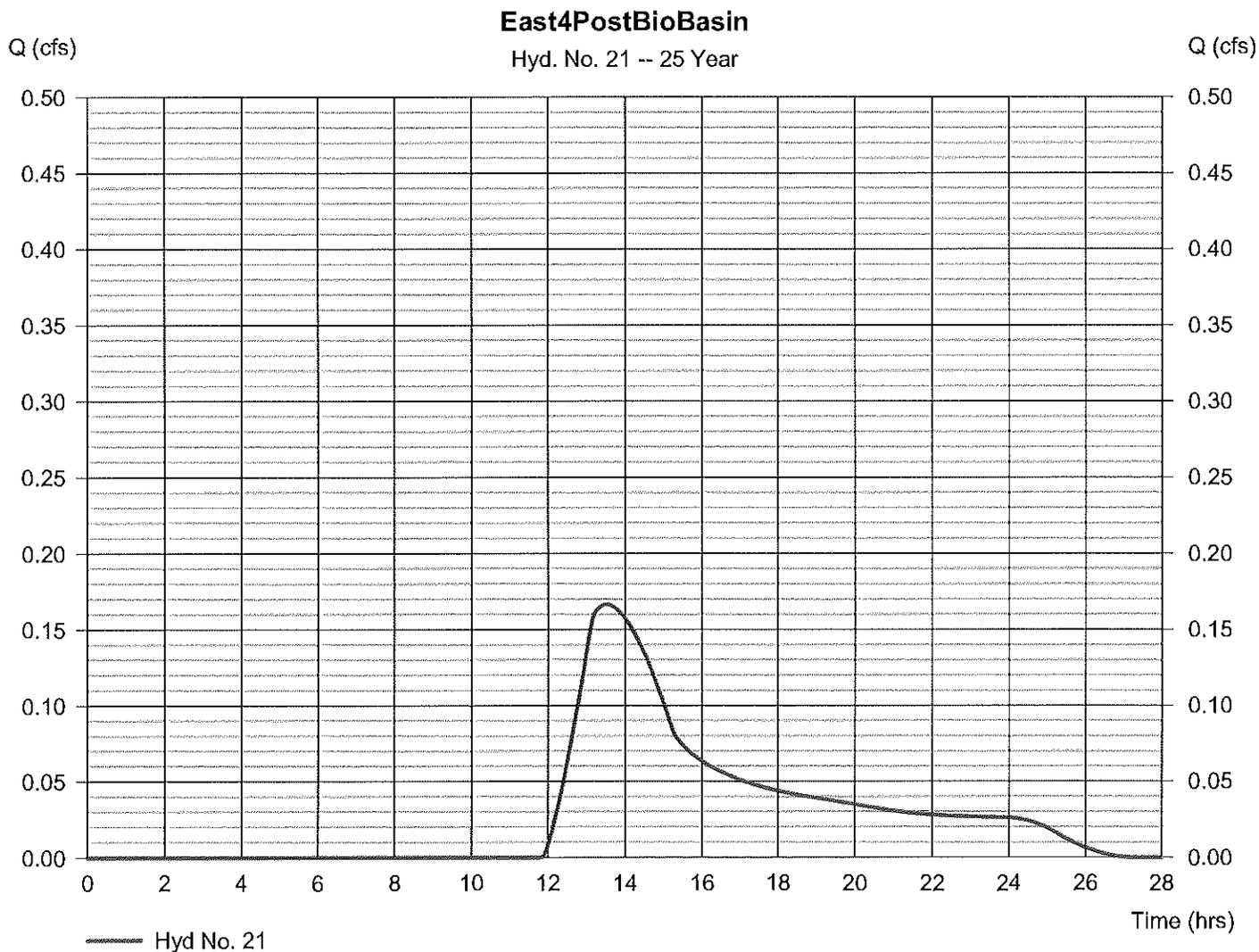
Sunday, 03 / 12 / 2017

Hyd. No. 21

East4PostBioBasin

Hydrograph type	= SCS Runoff	Peak discharge	= 0.167 cfs
Storm frequency	= 25 yrs	Time to peak	= 13.53 hrs
Time interval	= 2 min	Hyd. volume	= 2,785 cuft
Drainage area	= 2.100 ac	Curve number	= 66*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 127.60 min
Total precip.	= 2.60 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.970 x 61) + (1.000 x 68) + (0.110 x 98) + (0.020 x 39)] / 2.100



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

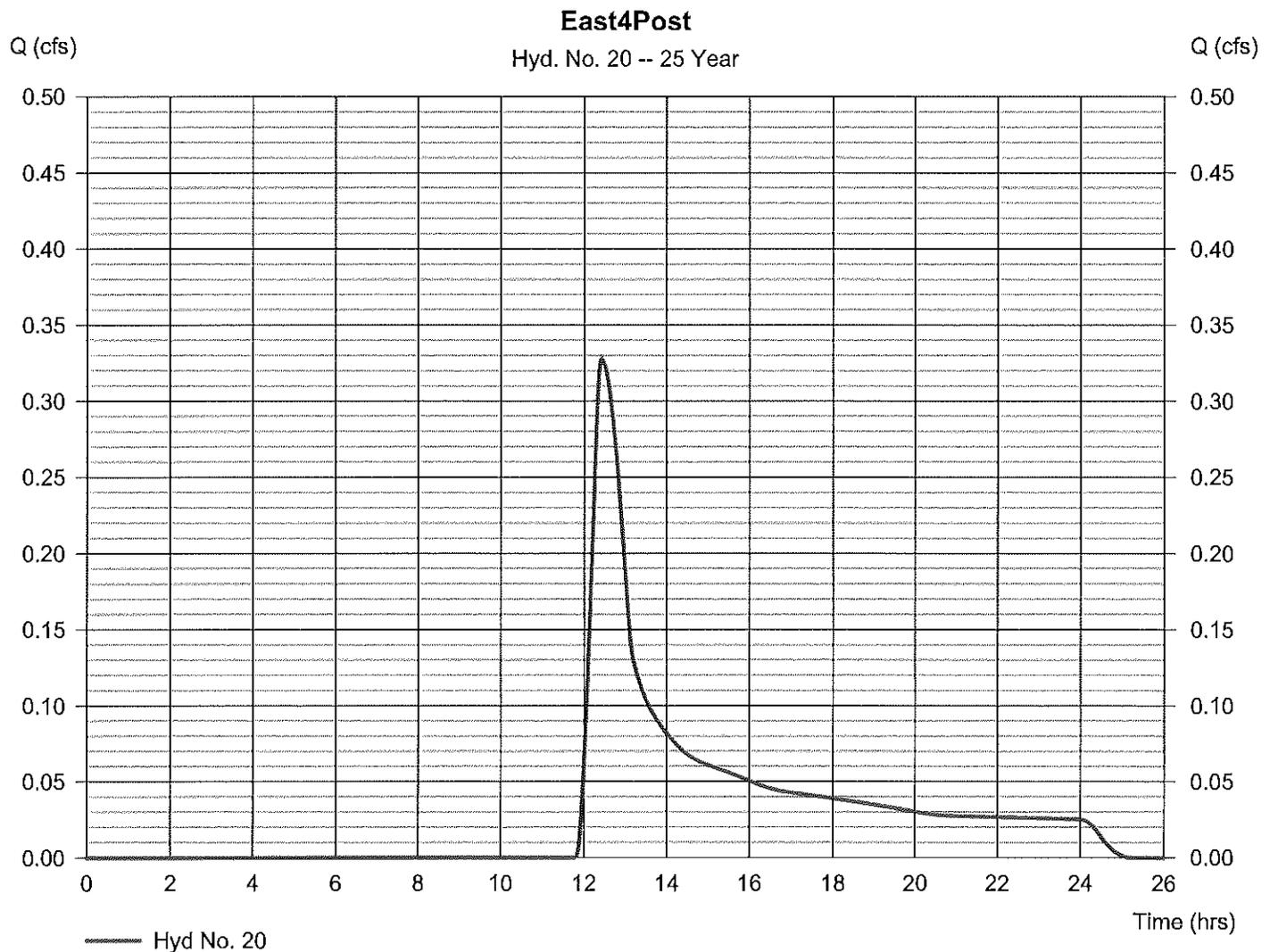
Sunday, 03 / 12 / 2017

Hyd. No. 20

East4Post

Hydrograph type	= SCS Runoff	Peak discharge	= 0.328 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.43 hrs
Time interval	= 2 min	Hyd. volume	= 2,769 cuft
Drainage area	= 2.100 ac	Curve number	= 66*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 43.90 min
Total precip.	= 2.60 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(0.970 \times 61) + (1.000 \times 68) + (0.110 \times 98) + (0.020 \times 39)] / 2.100$



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

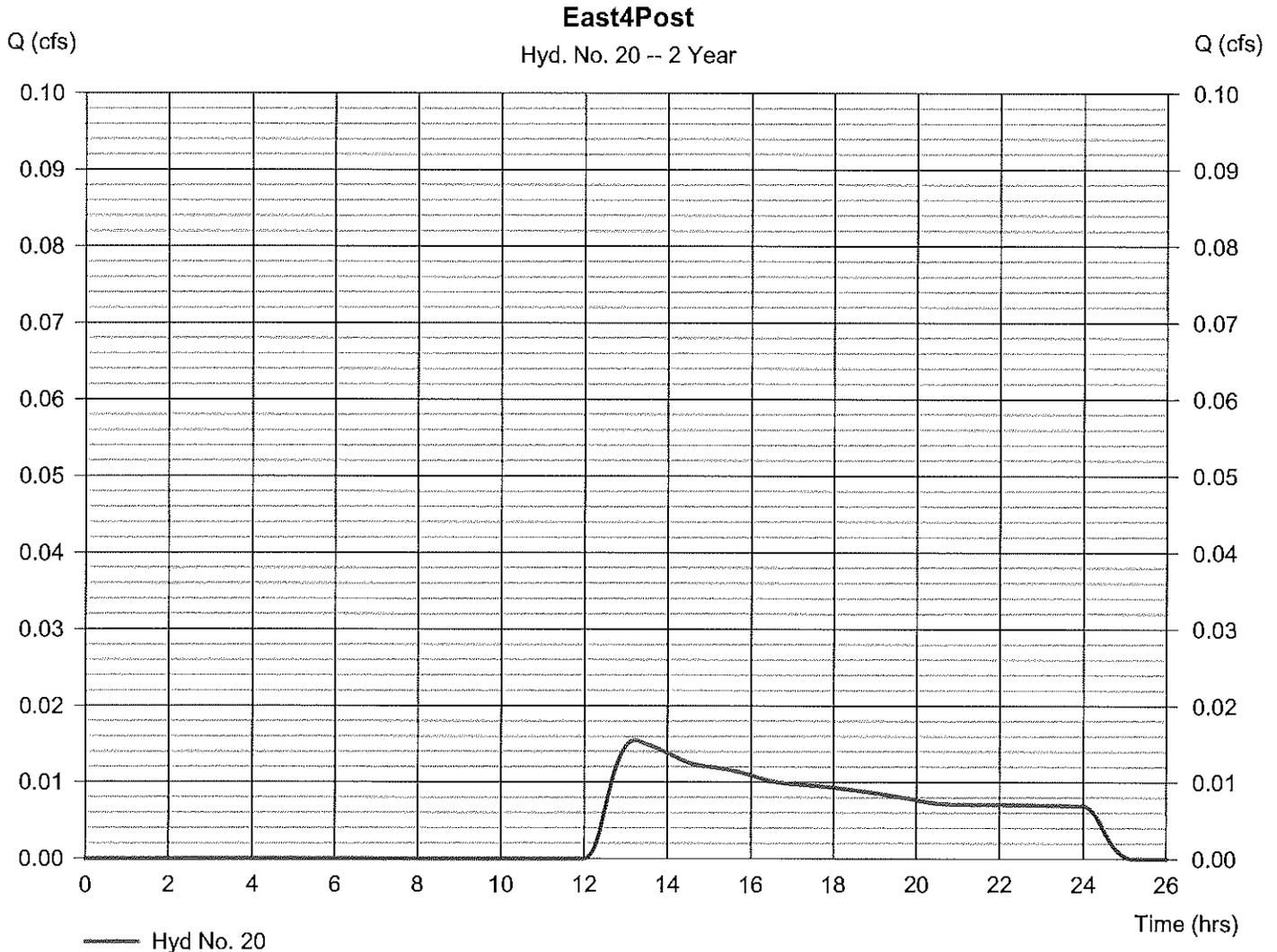
Sunday, 03 / 12 / 2017

Hyd. No. 20

East4Post

Hydrograph type	= SCS Runoff	Peak discharge	= 0.015 cfs
Storm frequency	= 2 yrs	Time to peak	= 13.20 hrs
Time interval	= 2 min	Hyd. volume	= 414 cuft
Drainage area	= 2.100 ac	Curve number	= 66*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 43.90 min
Total precip.	= 1.59 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.970 x 61) + (1.000 x 68) + (0.110 x 98) + (0.020 x 39)] / 2.100



Hydrograph Report

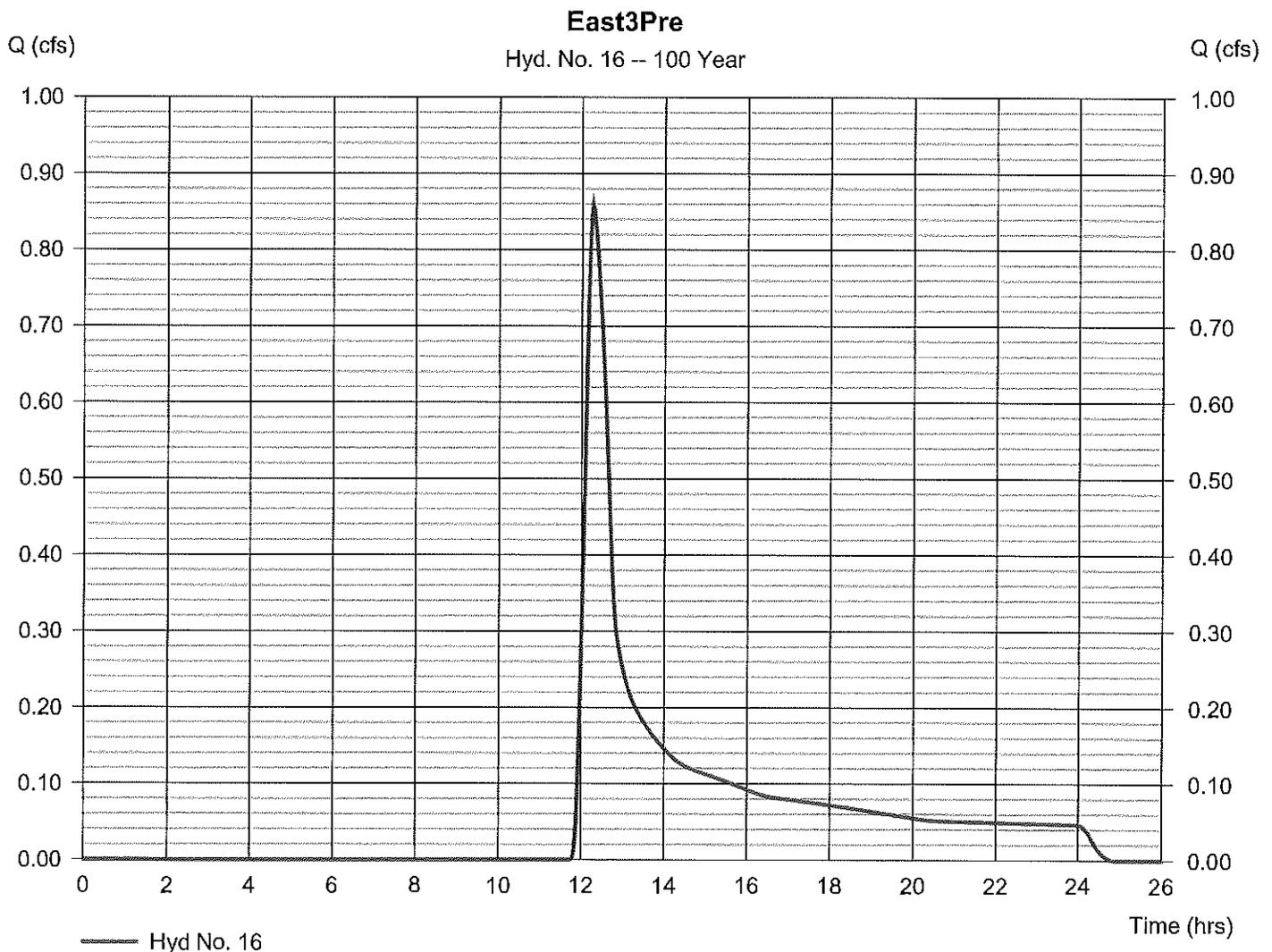
Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

Sunday, 03 / 12 / 2017

Hyd. No. 16

East3Pre

Hydrograph type	= SCS Runoff	Peak discharge	= 0.860 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.27 hrs
Time interval	= 2 min	Hyd. volume	= 5,415 cuft
Drainage area	= 2.720 ac	Curve number	= 61*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 30.60 min
Total precip.	= 3.43 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(2.720 \times 61)] / 2.720$ 

Hydrograph Report

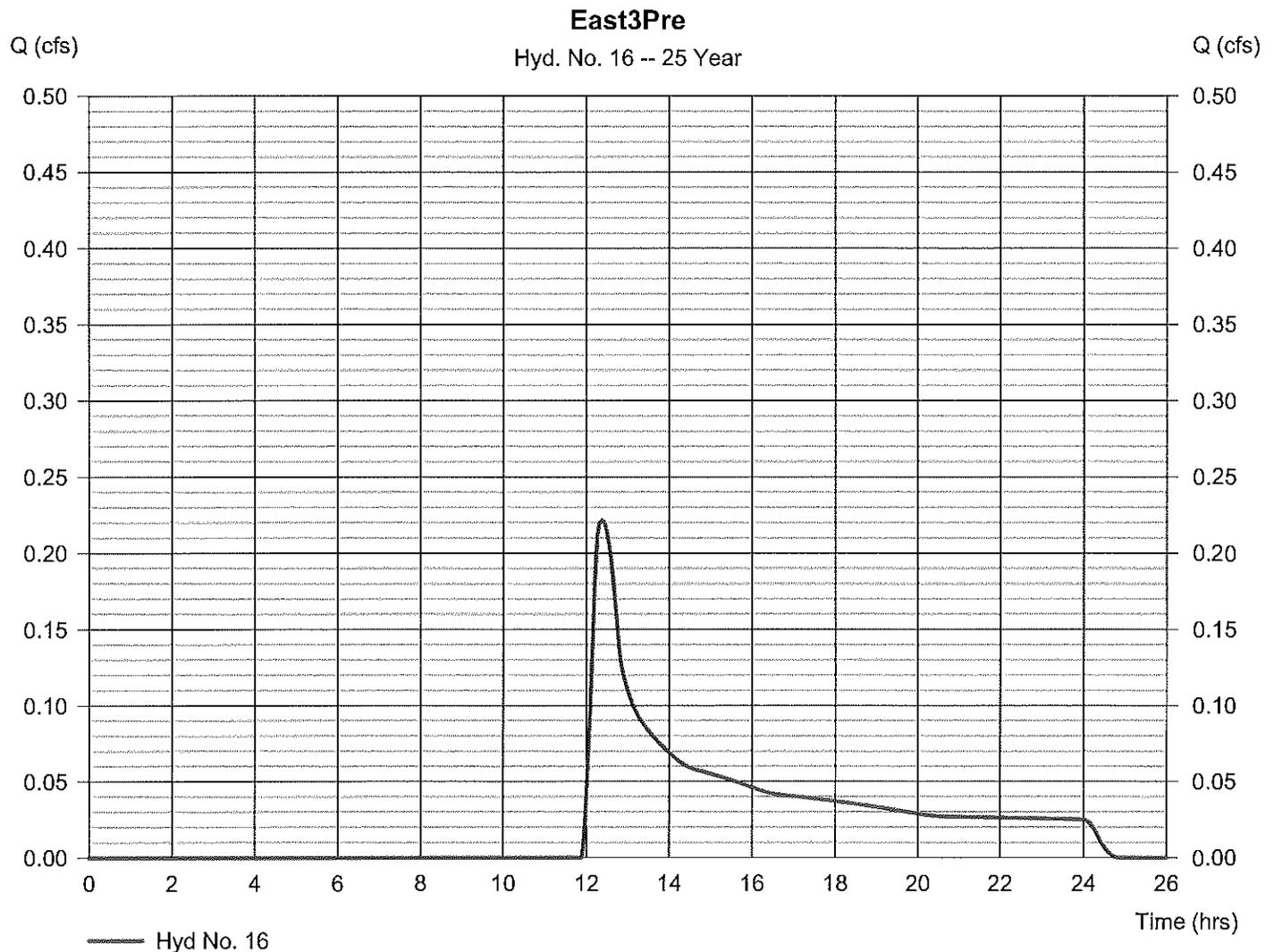
Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

Sunday, 03 / 12 / 2017

Hyd. No. 16

East3Pre

Hydrograph type	= SCS Runoff	Peak discharge	= 0.221 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.37 hrs
Time interval	= 2 min	Hyd. volume	= 2,257 cuft
Drainage area	= 2.720 ac	Curve number	= 61*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 30.60 min
Total precip.	= 2.60 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(2.720 \times 61)] / 2.720$ 

Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

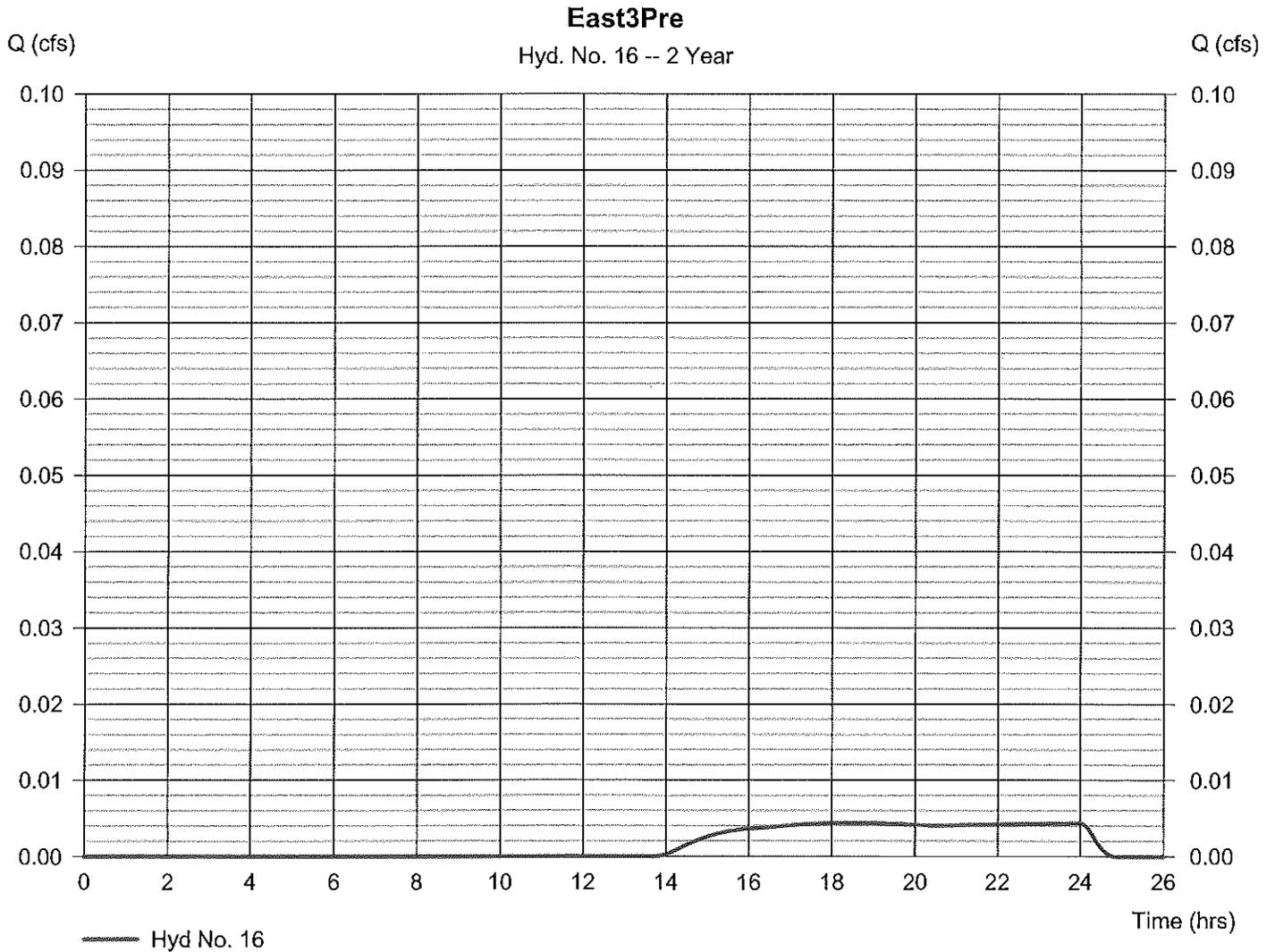
Sunday, 03 / 12 / 2017

Hyd. No. 16

East3Pre

Hydrograph type	= SCS Runoff	Peak discharge	= 0.004 cfs
Storm frequency	= 2 yrs	Time to peak	= 18.53 hrs
Time interval	= 2 min	Hyd. volume	= 145 cuft
Drainage area	= 2.720 ac	Curve number	= 61*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 30.60 min
Total precip.	= 1.59 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(2.720 x 61)] / 2.720



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

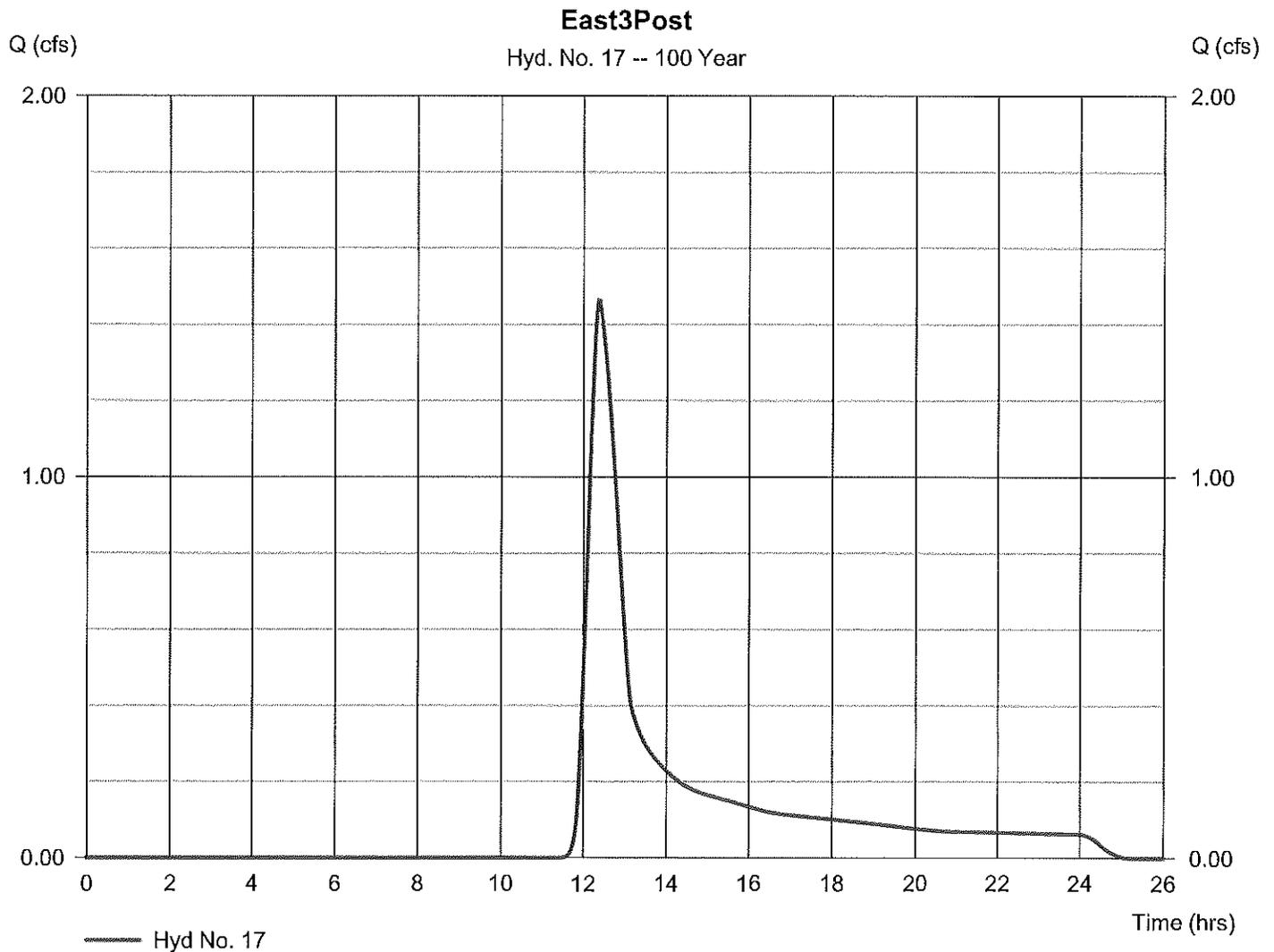
Sunday, 03 / 12 / 2017

Hyd. No. 17

East3Post

Hydrograph type	= SCS Runoff	Peak discharge	= 1.464 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.37 hrs
Time interval	= 2 min	Hyd. volume	= 9,026 cuft
Drainage area	= 2.750 ac	Curve number	= 69*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 46.20 min
Total precip.	= 3.43 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(0.680 \times 61) + (1.740 \times 68) + (0.280 \times 98) + (0.050 \times 39)] / 2.750$



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

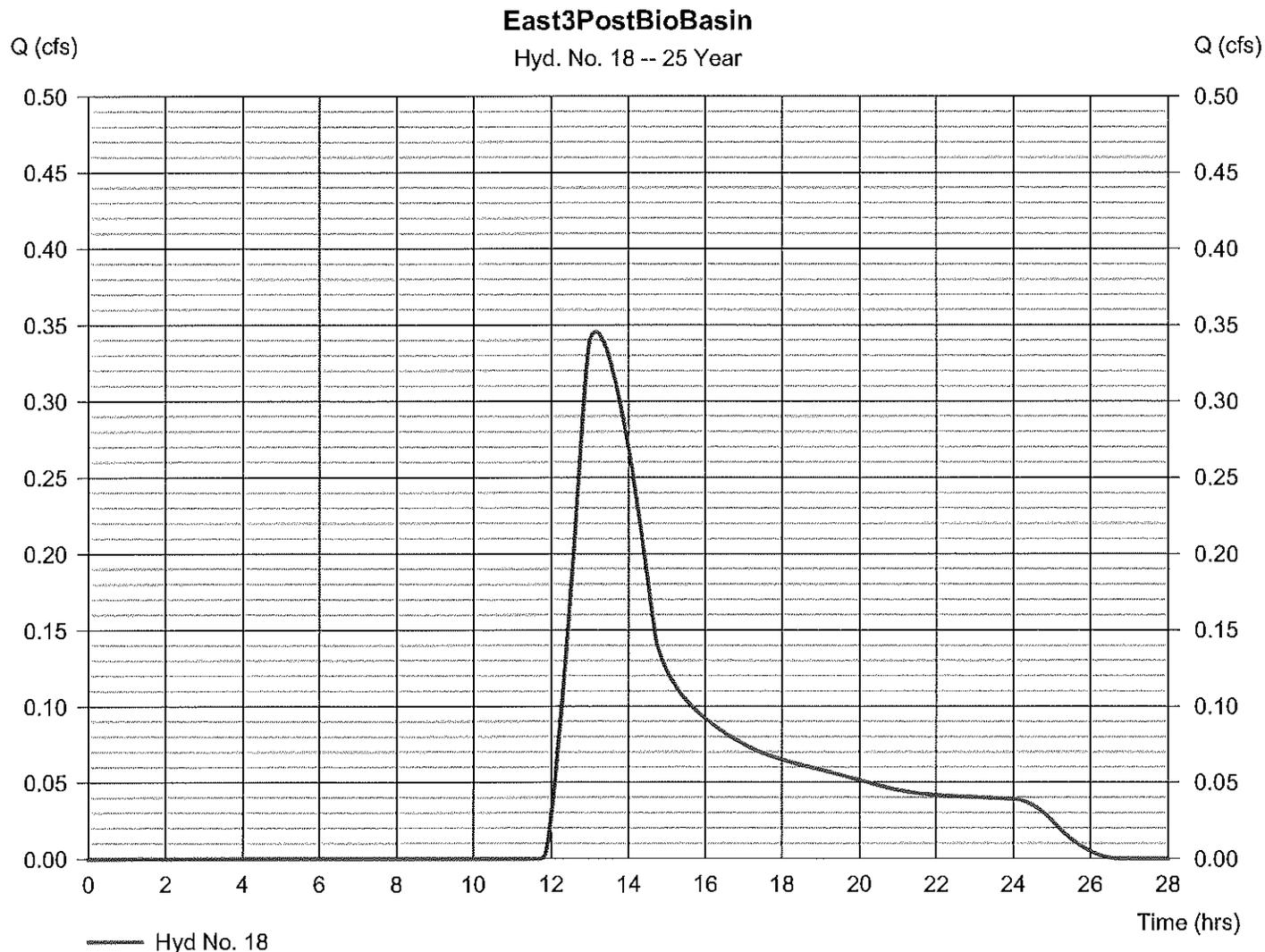
Sunday, 03 / 12 / 2017

Hyd. No. 18

East3PostBioBasin

Hydrograph type	= SCS Runoff	Peak discharge	= 0.346 cfs
Storm frequency	= 25 yrs	Time to peak	= 13.17 hrs
Time interval	= 2 min	Hyd. volume	= 4,646 cuft
Drainage area	= 2.750 ac	Curve number	= 69*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 107.30 min
Total precip.	= 2.60 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.680 x 61) + (1.740 x 60) + (0.280 x 98) + (0.050 x 39)] / 2.750



— Hyd No. 18

Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

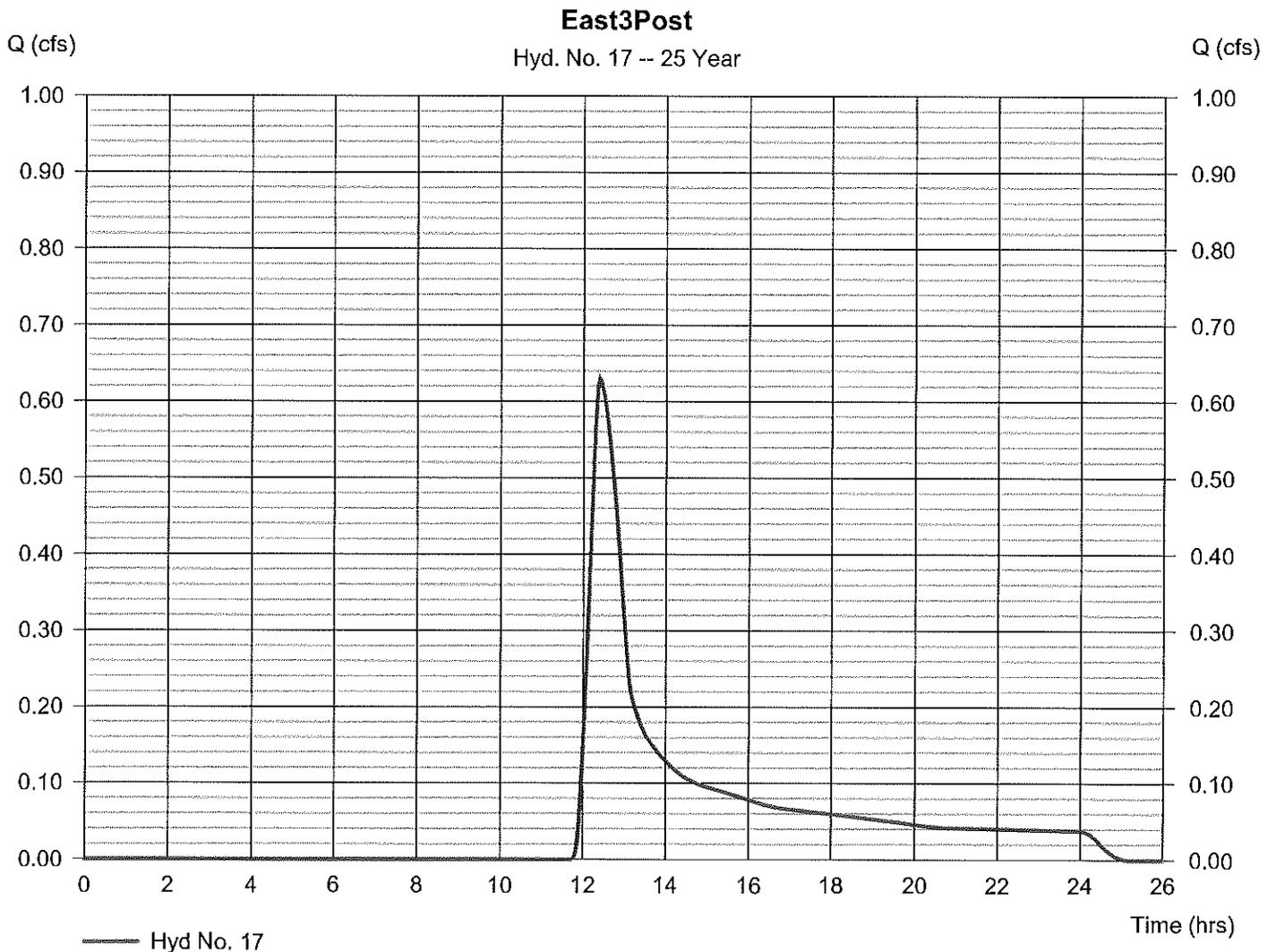
Sunday, 03 / 12 / 2017

Hyd. No. 17

East3Post

Hydrograph type	= SCS Runoff	Peak discharge	= 0.631 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.40 hrs
Time interval	= 2 min	Hyd. volume	= 4,623 cuft
Drainage area	= 2.750 ac	Curve number	= 69*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 46.20 min
Total precip.	= 2.60 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(0.680 \times 61) + (1.740 \times 68) + (0.280 \times 98) + (0.050 \times 39)] / 2.750$



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

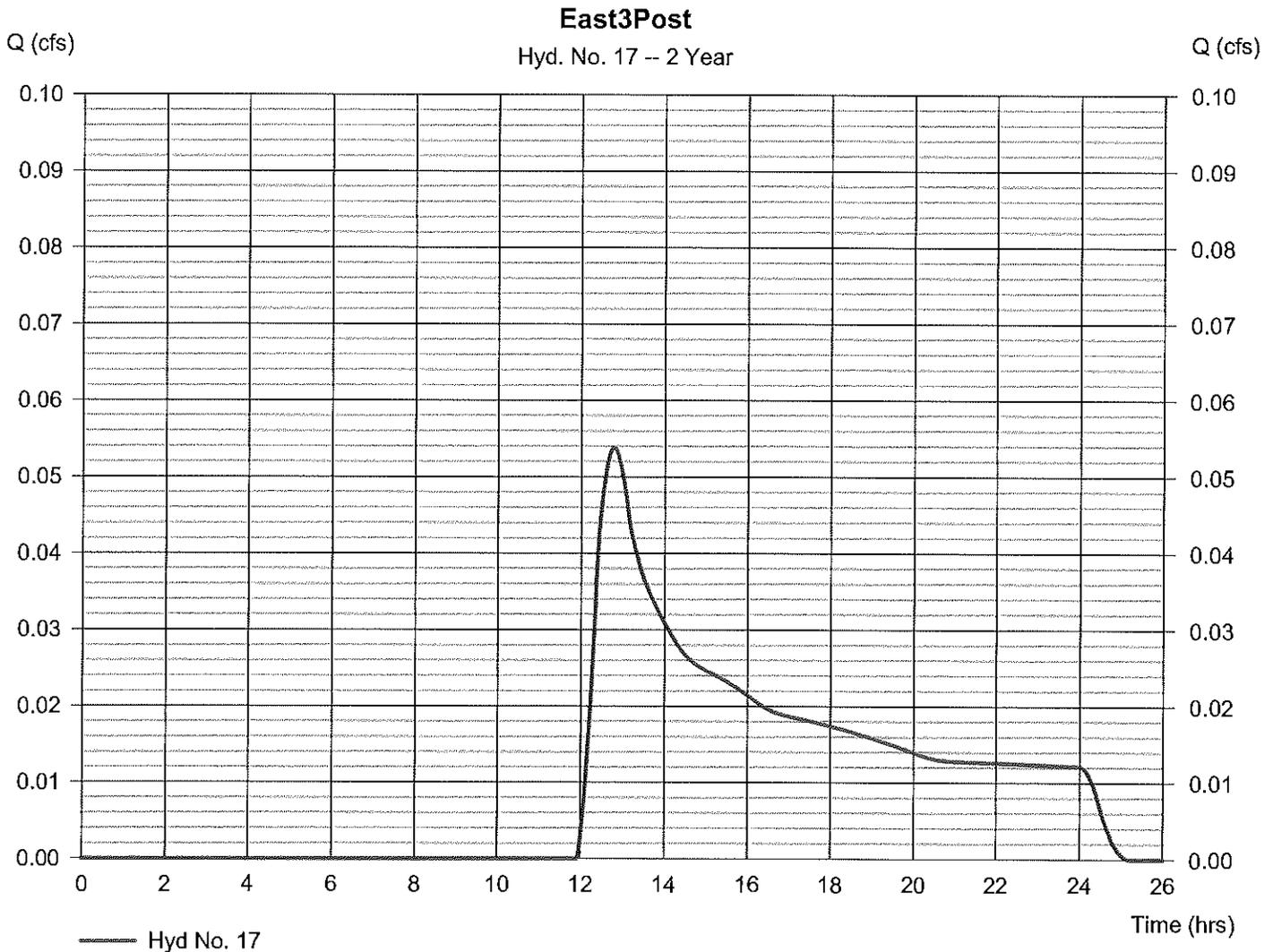
Sunday, 03 / 12 / 2017

Hyd. No. 17

East3Post

Hydrograph type	= SCS Runoff	Peak discharge	= 0.054 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.77 hrs
Time interval	= 2 min	Hyd. volume	= 912 cuft
Drainage area	= 2.750 ac	Curve number	= 69*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 46.20 min
Total precip.	= 1.59 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.680 x 61) + (1.740 x 68) + (0.280 x 98) + (0.050 x 39)] / 2.750



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

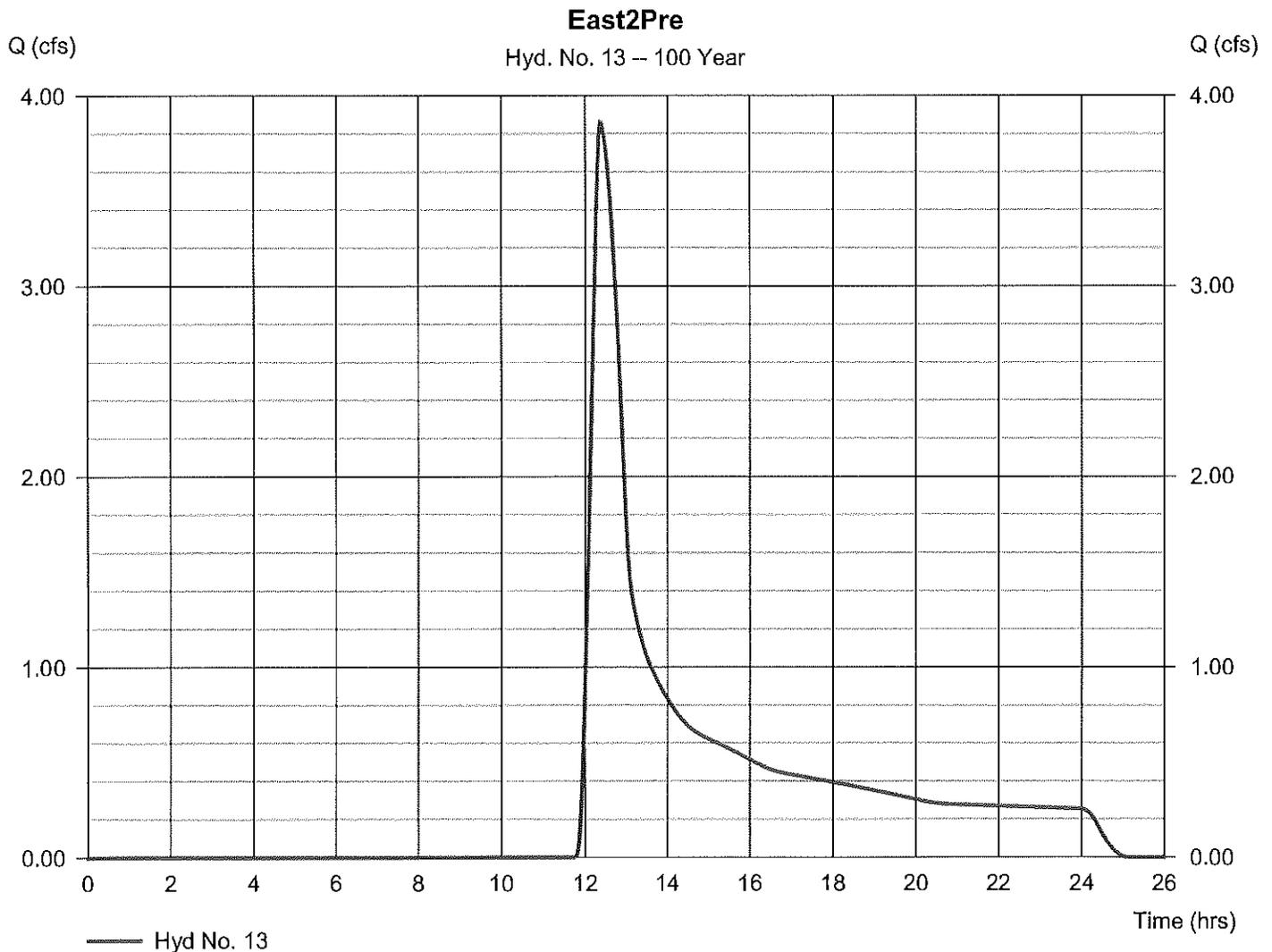
Sunday, 03 / 12 / 2017

Hyd. No. 13

East2Pre

Hydrograph type	= SCS Runoff	Peak discharge	= 3.861 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.37 hrs
Time interval	= 2 min	Hyd. volume	= 29,338 cuft
Drainage area	= 14,780 ac	Curve number	= 61*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 42.20 min
Total precip.	= 3.43 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(14,780 x 61)] / 14,780



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

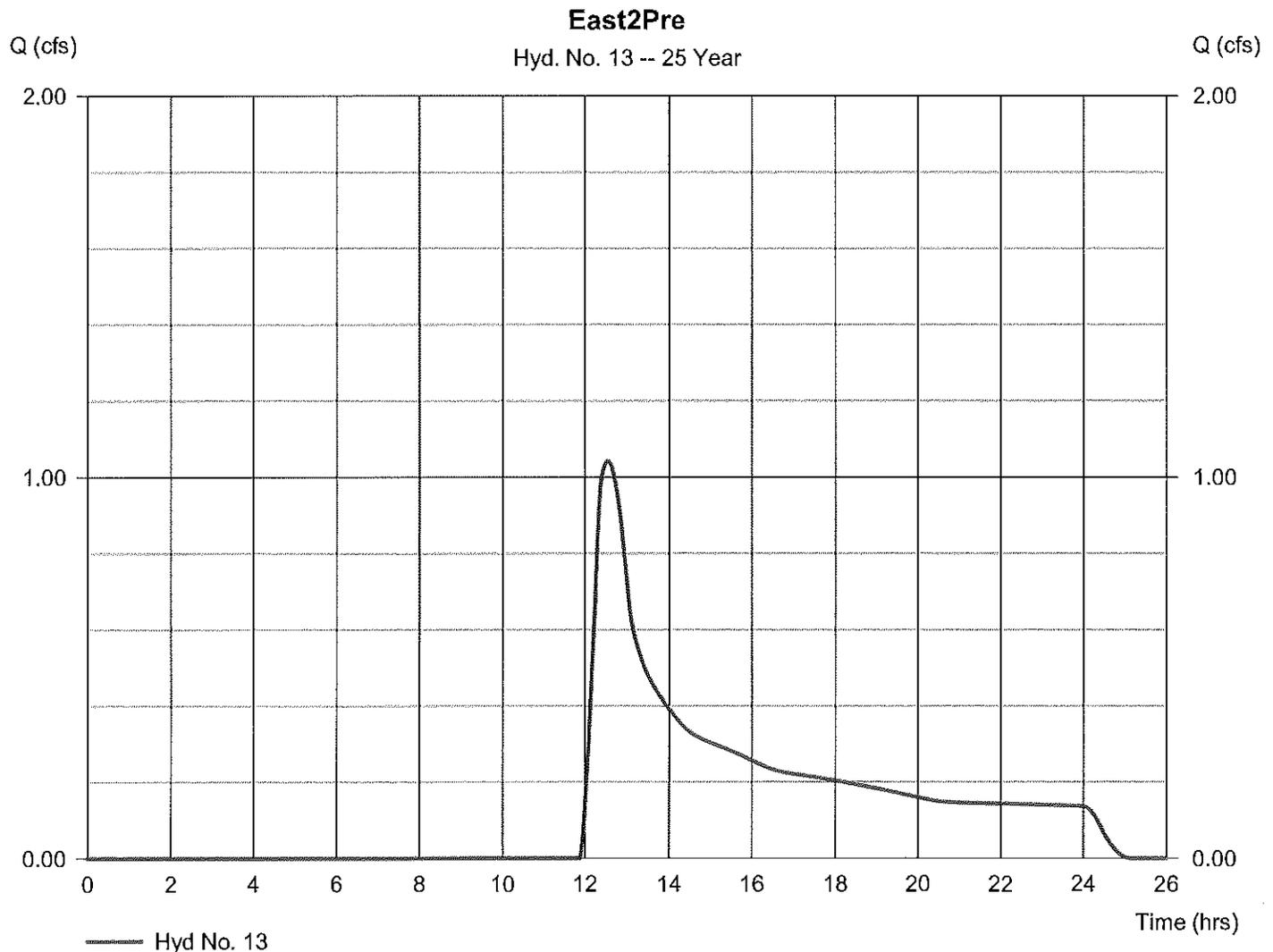
Sunday, 03 / 12 / 2017

Hyd. No. 13

East2Pre

Hydrograph type	= SCS Runoff	Peak discharge	= 1.042 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.53 hrs
Time interval	= 2 min	Hyd. volume	= 12,228 cuft
Drainage area	= 14.780 ac	Curve number	= 61*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 42.20 min
Total precip.	= 2.60 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(14.780 \times 61)] / 14.780$



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

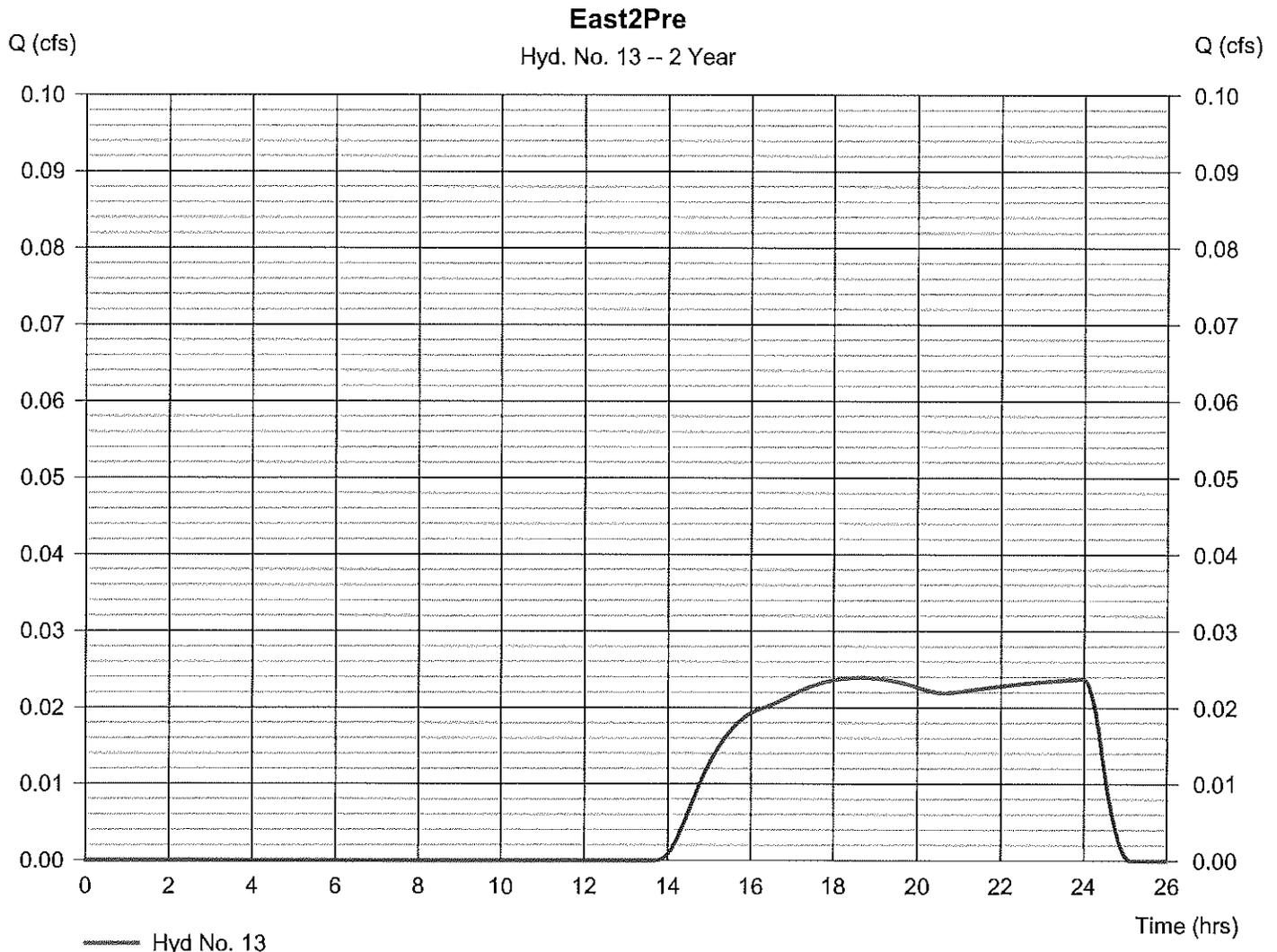
Sunday, 03 / 12 / 2017

Hyd. No. 13

East2Pre

Hydrograph type	= SCS Runoff	Peak discharge	= 0.024 cfs
Storm frequency	= 2 yrs	Time to peak	= 18.67 hrs
Time interval	= 2 min	Hyd. volume	= 783 cuft
Drainage area	= 14.780 ac	Curve number	= 61*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 42.20 min
Total precip.	= 1.59 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(14.780 x 61)] / 14.780



Hyd No. 13

Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

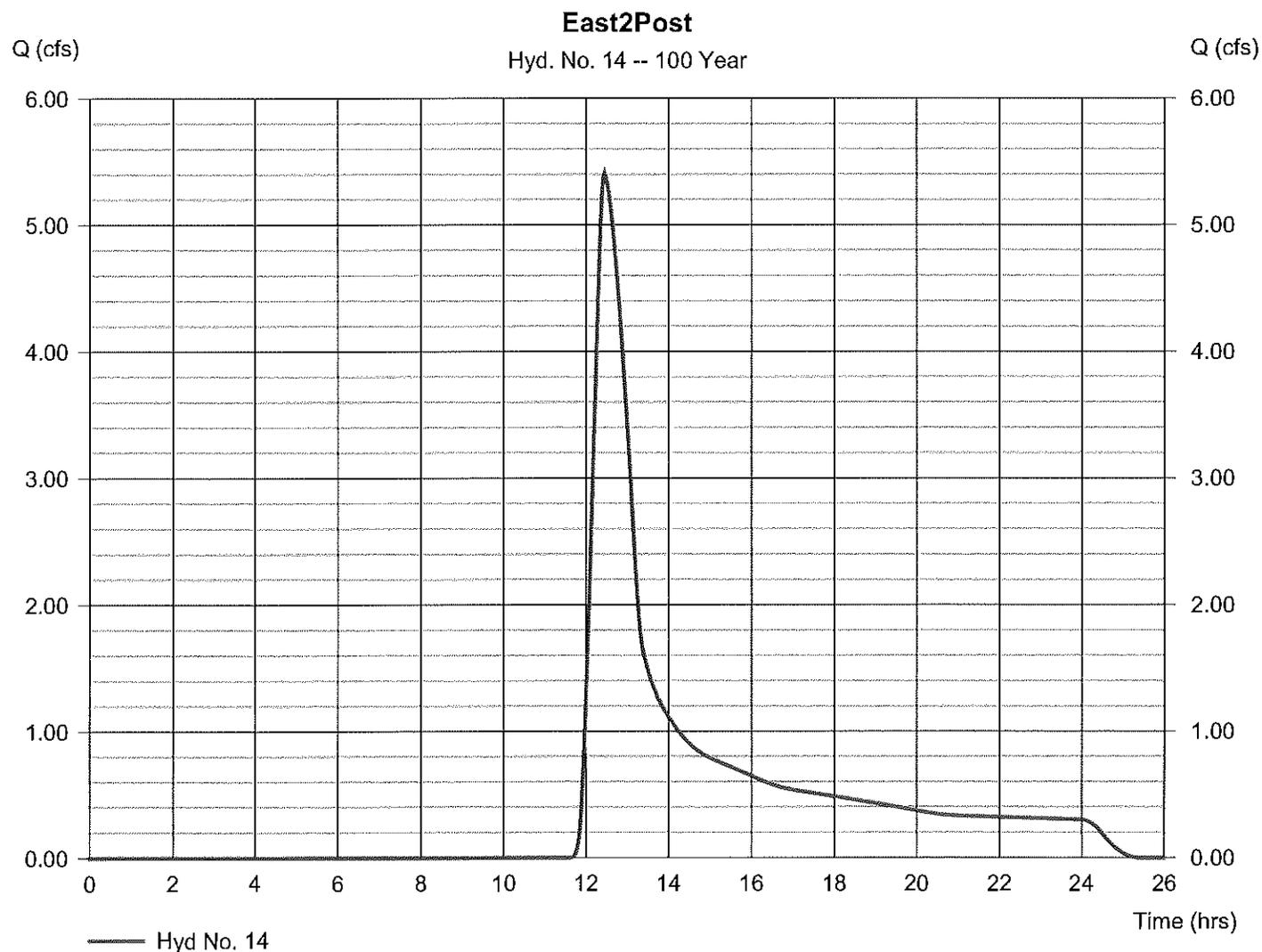
Sunday, 03 / 12 / 2017

Hyd. No. 14

East2Post

Hydrograph type	= SCS Runoff	Peak discharge	= 5.414 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.47 hrs
Time interval	= 2 min	Hyd. volume	= 40,116 cuft
Drainage area	= 14.380 ac	Curve number	= 66*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 51.40 min
Total precip.	= 3.43 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(6.030 \times 61) + (7.630 \times 68) + (0.570 \times 98) + (0.150 \times 39)] / 14.380$



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

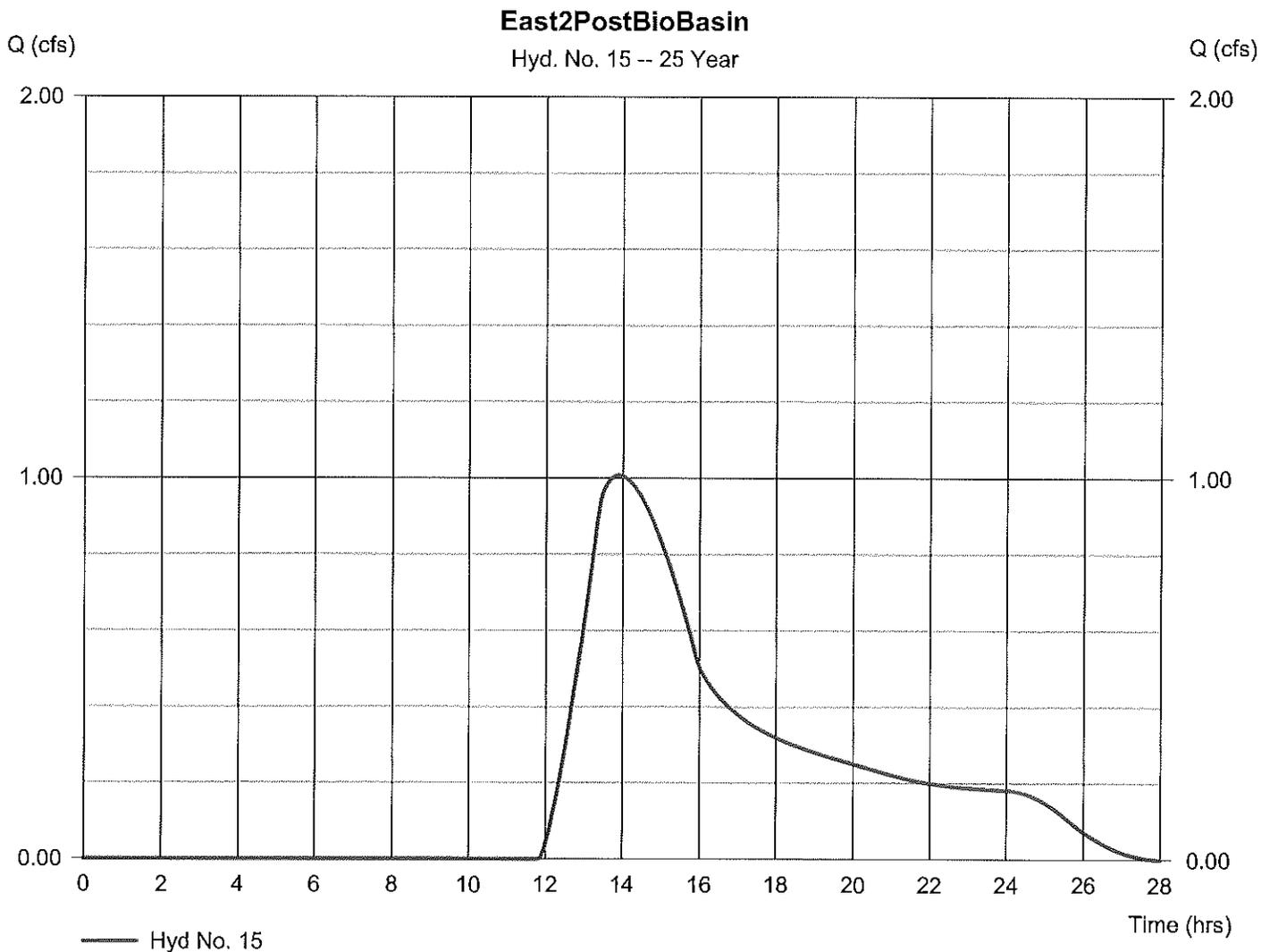
Sunday, 03 / 12 / 2017

Hyd. No. 15

East2PostBioBasin

Hydrograph type	= SCS Runoff	Peak discharge	= 1.008 cfs
Storm frequency	= 25 yrs	Time to peak	= 13.90 hrs
Time interval	= 2 min	Hyd. volume	= 19,187 cuft
Drainage area	= 14.380 ac	Curve number	= 66*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 155.80 min
Total precip.	= 2.60 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(6.030 \times 61) + (7.630 \times 68) + (0.570 \times 98) + (0.150 \times 39)] / 14.380$



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

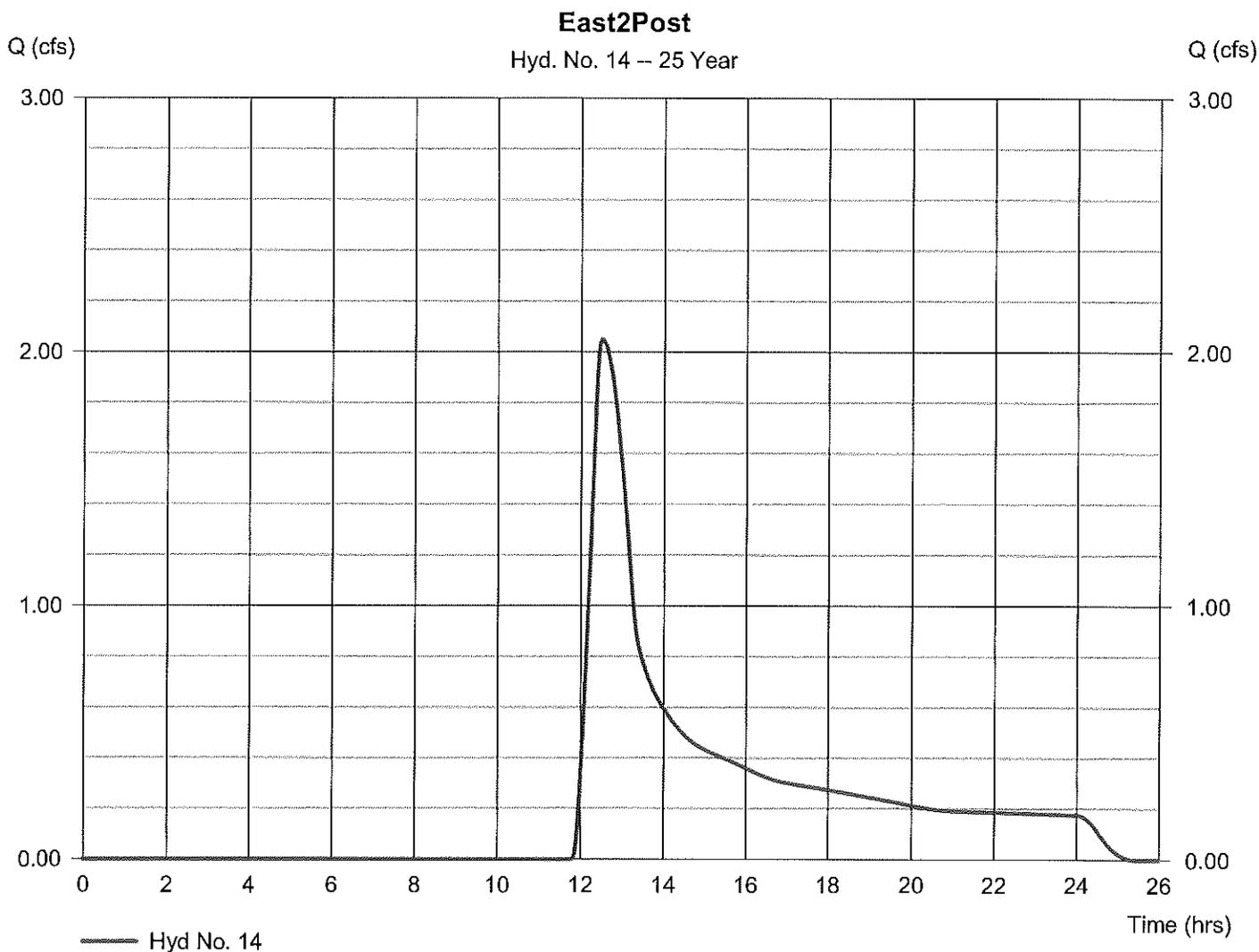
Sunday, 03 / 12 / 2017

Hyd. No. 14

East2Post

Hydrograph type	= SCS Runoff	Peak discharge	= 2.049 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.50 hrs
Time interval	= 2 min	Hyd. volume	= 19,285 cuft
Drainage area	= 14.380 ac	Curve number	= 66*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 51.40 min
Total precip.	= 2.60 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(6.030 x 61) + (7.630 x 68) + (0.570 x 98) + (0.150 x 39)] / 14.380



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

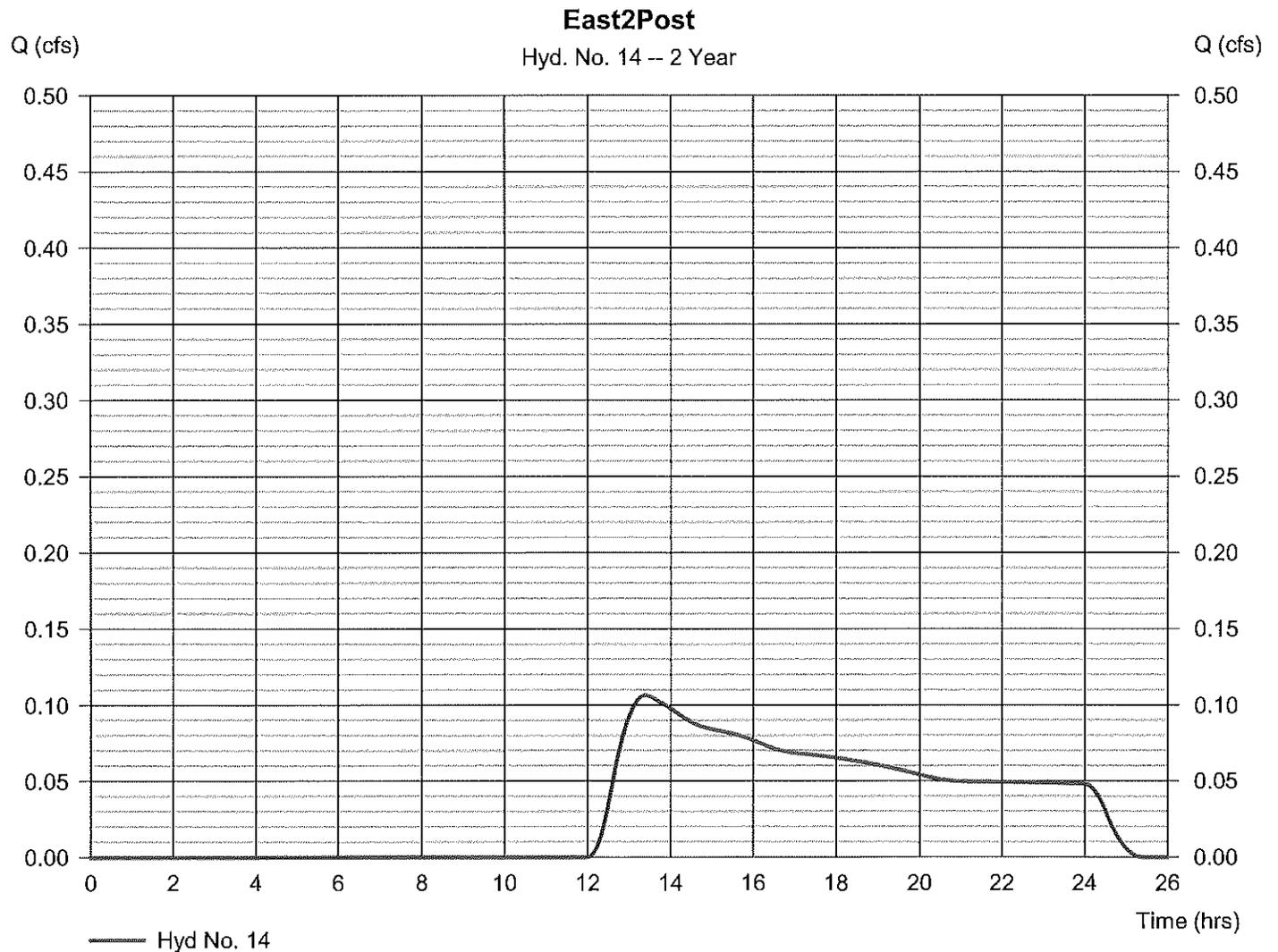
Sunday, 03 / 12 / 2017

Hyd. No. 14

East2Post

Hydrograph type	= SCS Runoff	Peak discharge	= 0.107 cfs
Storm frequency	= 2 yrs	Time to peak	= 13.37 hrs
Time interval	= 2 min	Hyd. volume	= 2,886 cuft
Drainage area	= 14.380 ac	Curve number	= 66*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 51.40 min
Total precip.	= 1.59 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(6.030 x 61) + (7.630 x 68) + (0.570 x 98) + (0.150 x 39)] / 14.380



Hydrograph Report

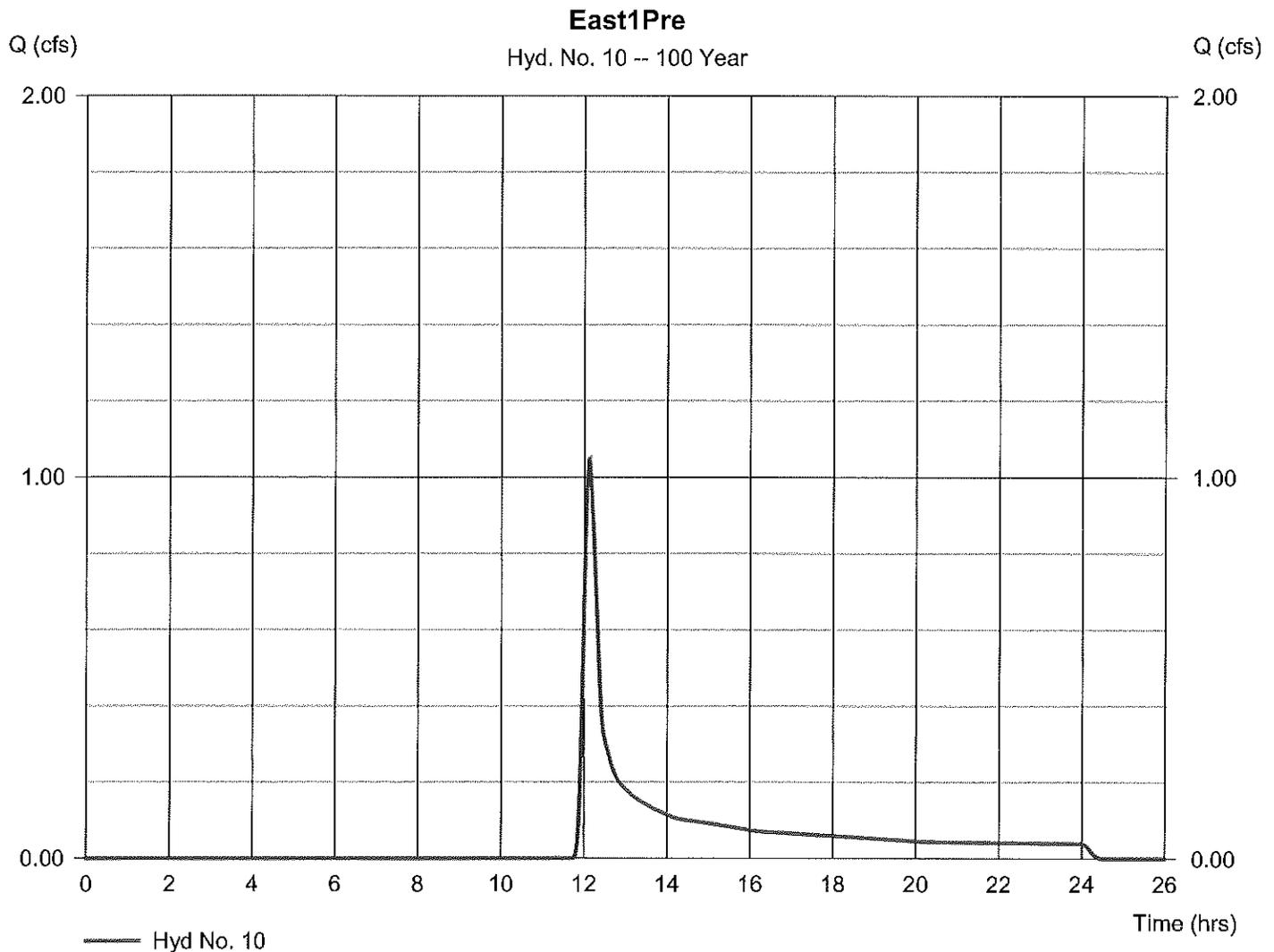
Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

Sunday, 03 / 12 / 2017

Hyd. No. 10

East1Pre

Hydrograph type	= SCS Runoff	Peak discharge	= 1.048 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.13 hrs
Time interval	= 2 min	Hyd. volume	= 4,561 cuft
Drainage area	= 2.320 ac	Curve number	= 61*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 17.90 min
Total precip.	= 3.43 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(2.320 \times 61)] / 2.320$ 

Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

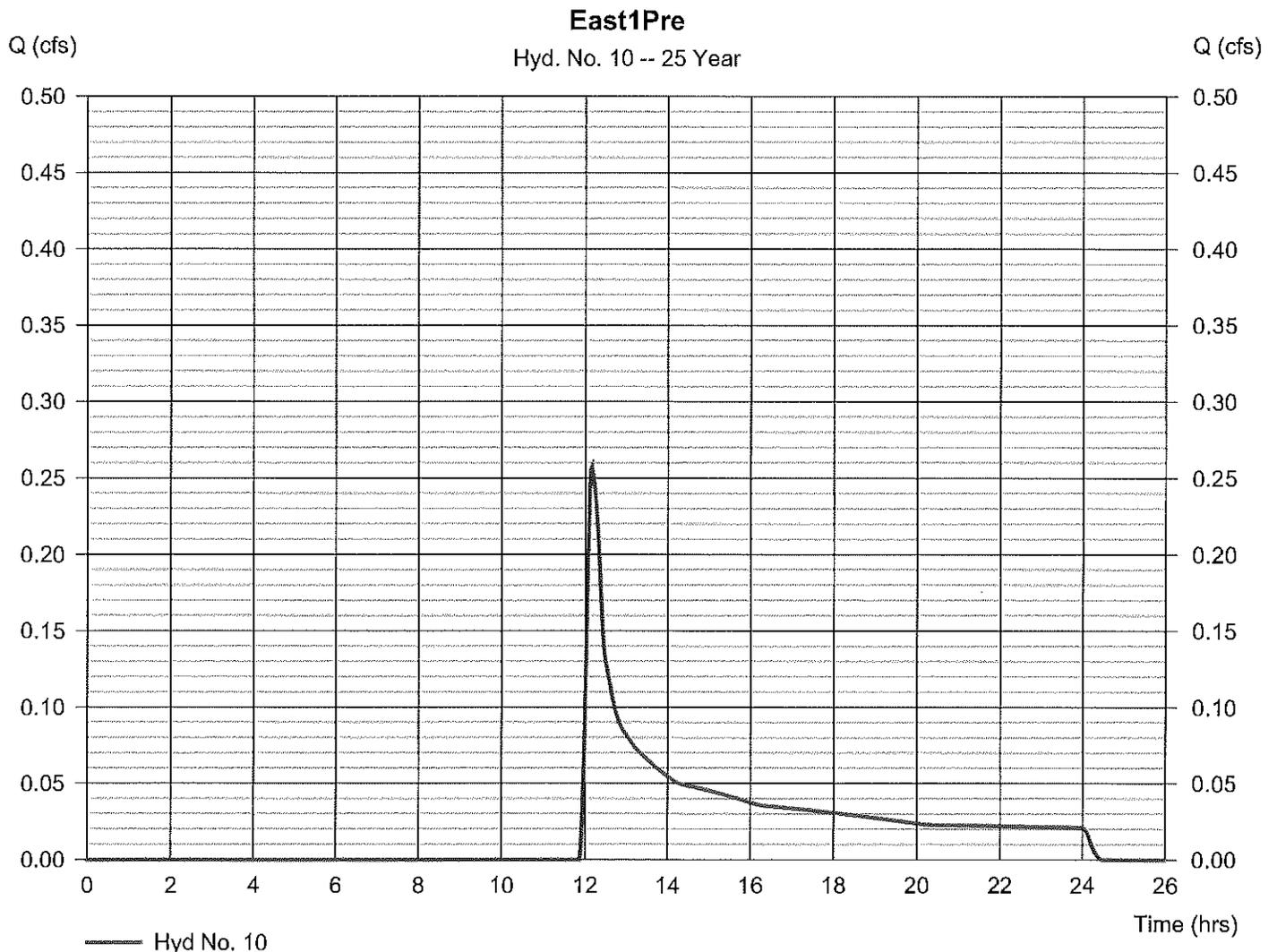
Sunday, 03 / 12 / 2017

Hyd. No. 10

East1Pre

Hydrograph type	= SCS Runoff	Peak discharge	= 0.258 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.17 hrs
Time interval	= 2 min	Hyd. volume	= 1,901 cuft
Drainage area	= 2.320 ac	Curve number	= 61*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 17.90 min
Total precip.	= 2.60 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(2.320 x 61)] / 2.320



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

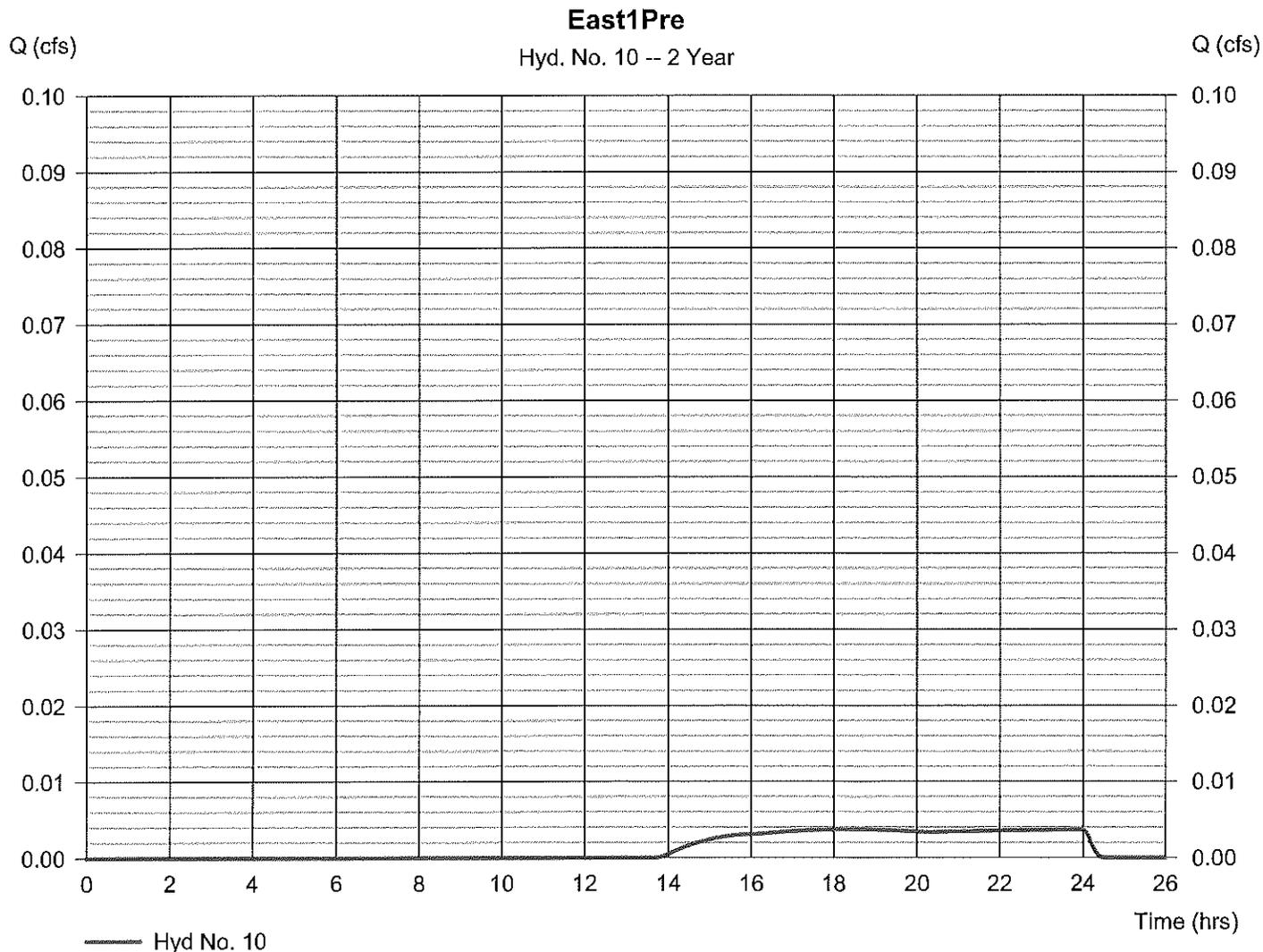
Sunday, 03 / 12 / 2017

Hyd. No. 10

East1Pre

Hydrograph type	=	SCS Runoff	Peak discharge	=	0.004 cfs
Storm frequency	=	2 yrs	Time to peak	=	18.37 hrs
Time interval	=	2 min	Hyd. volume	=	122 cuft
Drainage area	=	2.320 ac	Curve number	=	61*
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	17.90 min
Total precip.	=	1.59 in	Distribution	=	Type II
Storm duration	=	24 hrs	Shape factor	=	484

* Composite (Area/CN) = [(2.320 x 61)] / 2.320



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

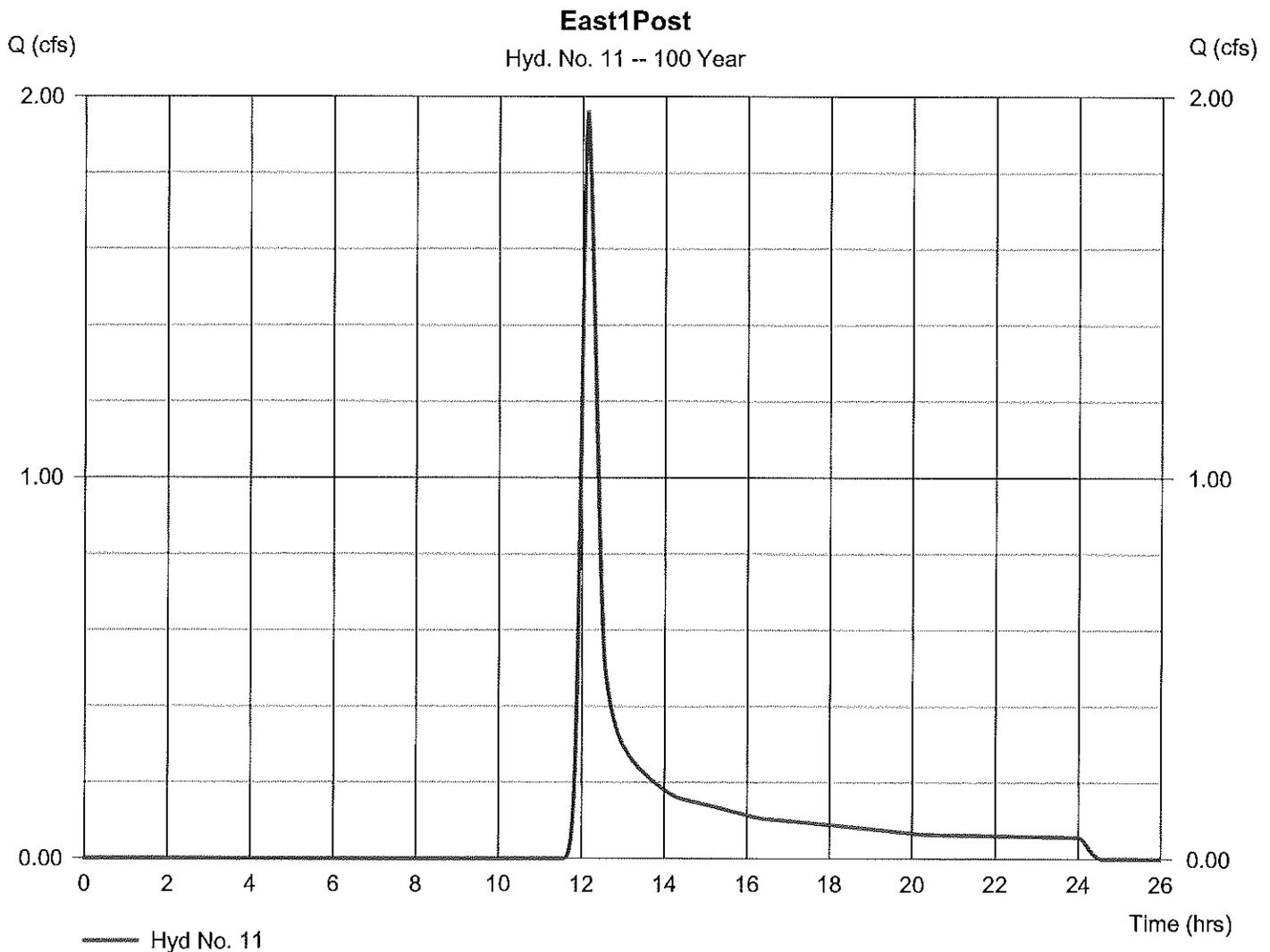
Sunday, 03 / 12 / 2017

Hyd. No. 11

East1Post

Hydrograph type	= SCS Runoff	Peak discharge	= 1.963 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.13 hrs
Time interval	= 2 min	Hyd. volume	= 7,851 cuft
Drainage area	= 2.620 ac	Curve number	= 67*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 23.30 min
Total precip.	= 3.43 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(0.930 \times 61) + (1.430 \times 68) + (0.200 \times 98) + (0.060 \times 39)] / 2.620$



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

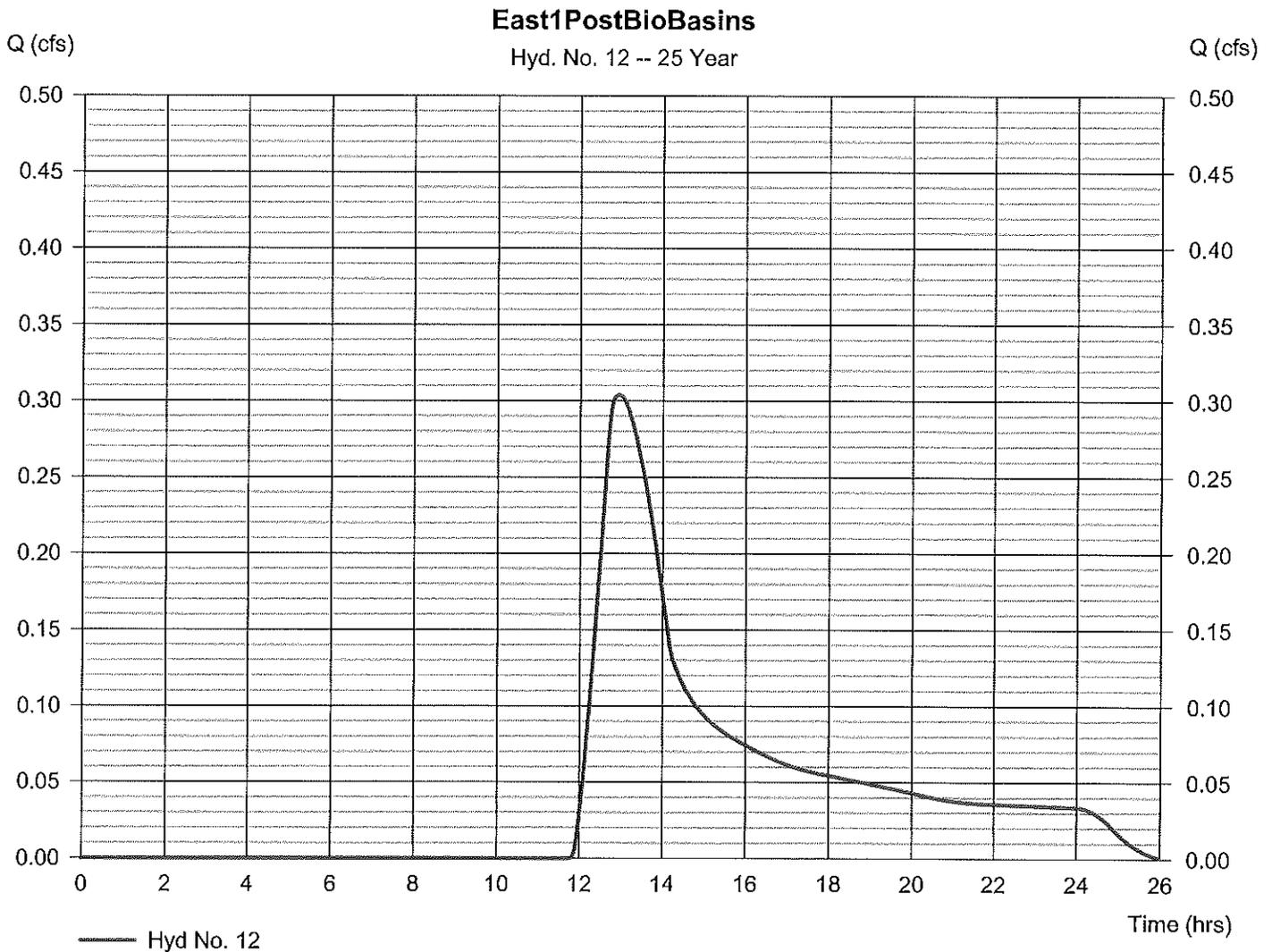
Sunday, 03 / 12 / 2017

Hyd. No. 12

East1PostBioBasins

Hydrograph type	= SCS Runoff	Peak discharge	= 0.304 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.93 hrs
Time interval	= 2 min	Hyd. volume	= 3,788 cuft
Drainage area	= 2.630 ac	Curve number	= 67*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 85.40 min
Total precip.	= 2.60 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.930 x 61) + (1.440 x 68) + (0.200 x 98) + (0.060 x 39)] / 2.630



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

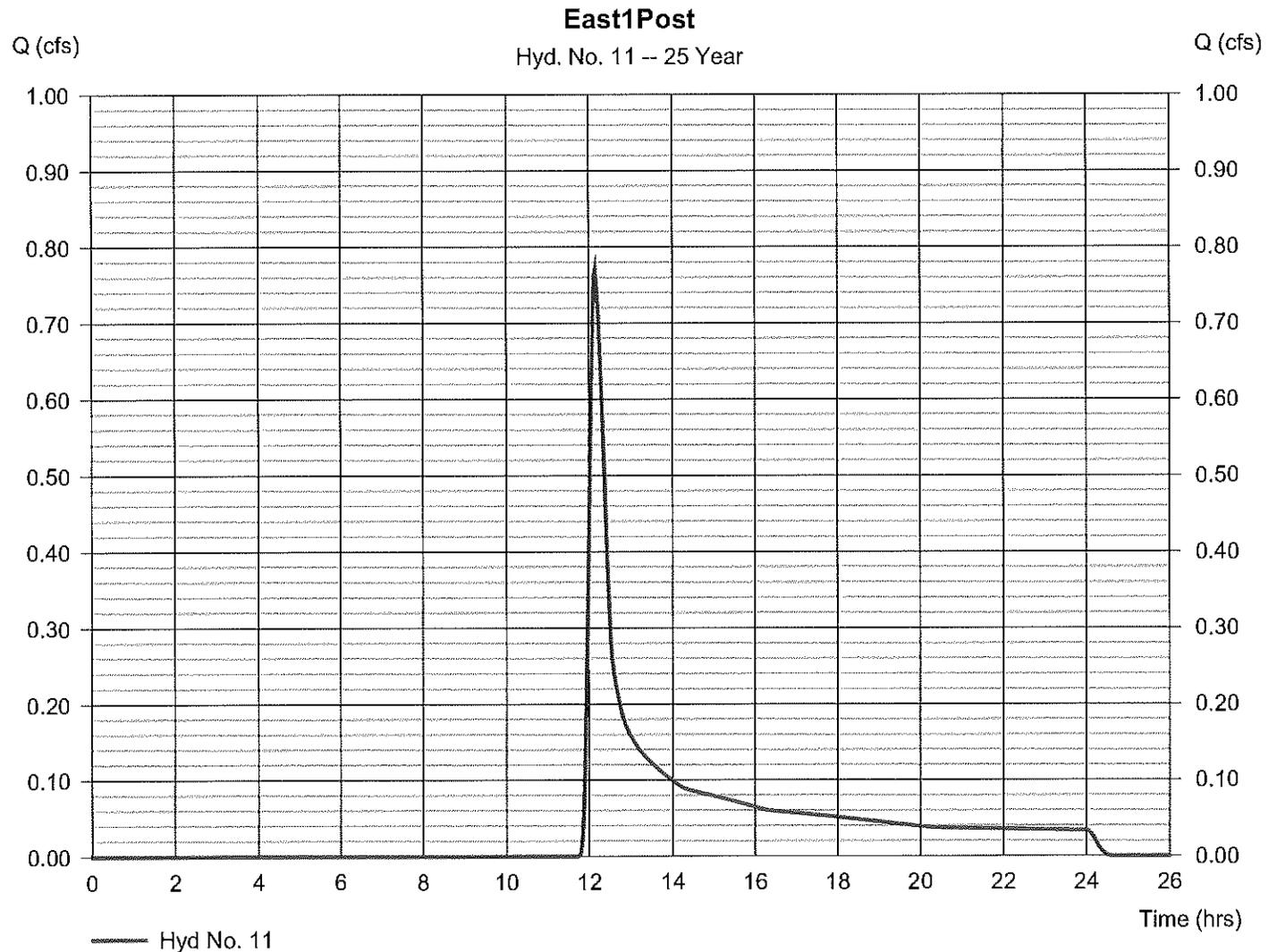
Sunday, 03 / 12 / 2017

Hyd. No. 11

East1Post

Hydrograph type	= SCS Runoff	Peak discharge	= 0.773 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.17 hrs
Time interval	= 2 min	Hyd. volume	= 3,860 cuft
Drainage area	= 2.620 ac	Curve number	= 67*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 23.30 min
Total precip.	= 2.60 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(0.930 \times 61) + (1.430 \times 68) + (0.200 \times 98) + (0.060 \times 39)] / 2.620$



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

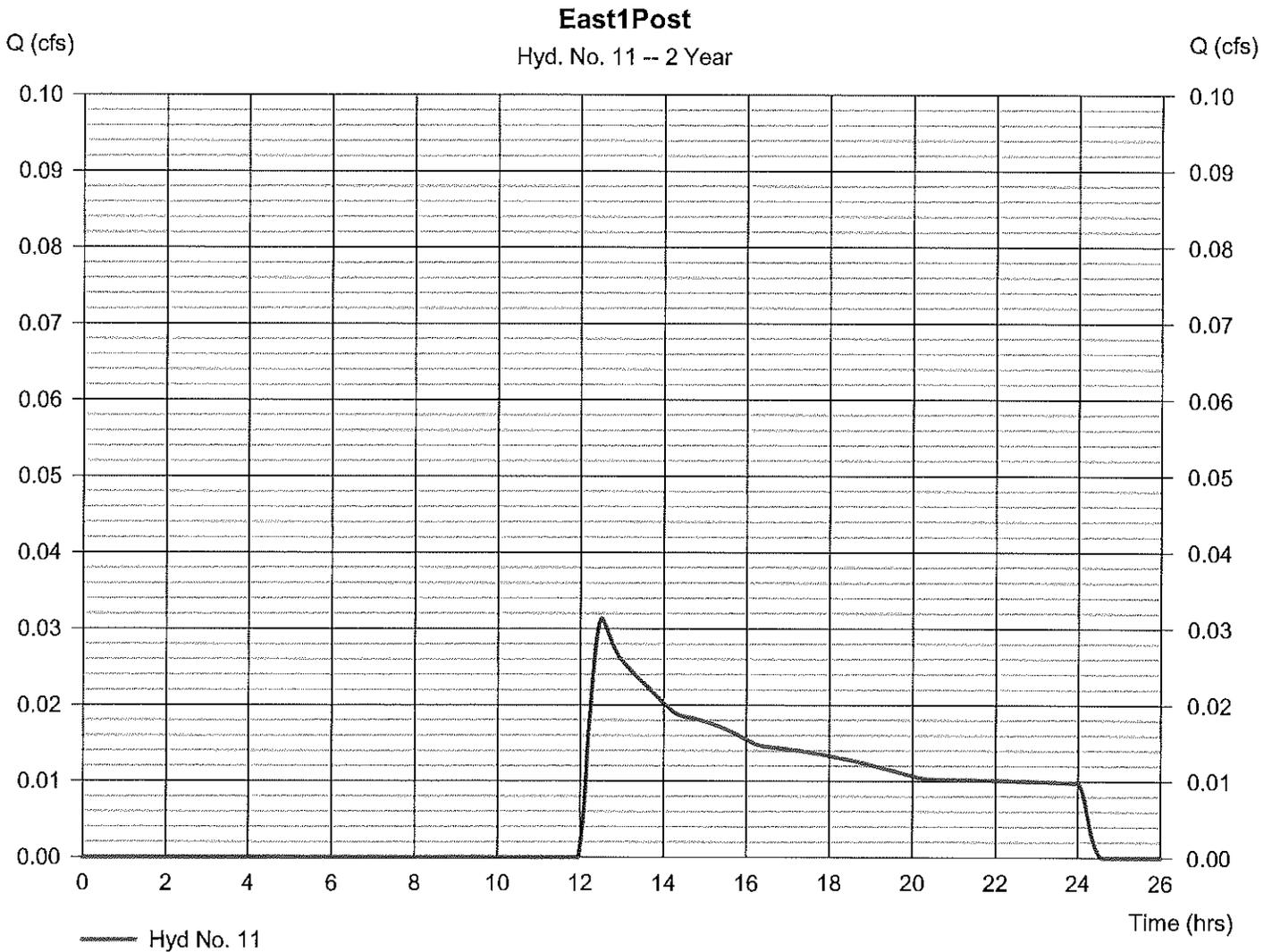
Sunday, 03 / 12 / 2017

Hyd. No. 11

East1Post

Hydrograph type	= SCS Runoff	Peak discharge	= 0.031 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.53 hrs
Time interval	= 2 min	Hyd. volume	= 640 cuft
Drainage area	= 2.620 ac	Curve number	= 67*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 23.30 min
Total precip.	= 1.59 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.930 x 61) + (1.430 x 68) + (0.200 x 98) + (0.060 x 39)] / 2.620



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

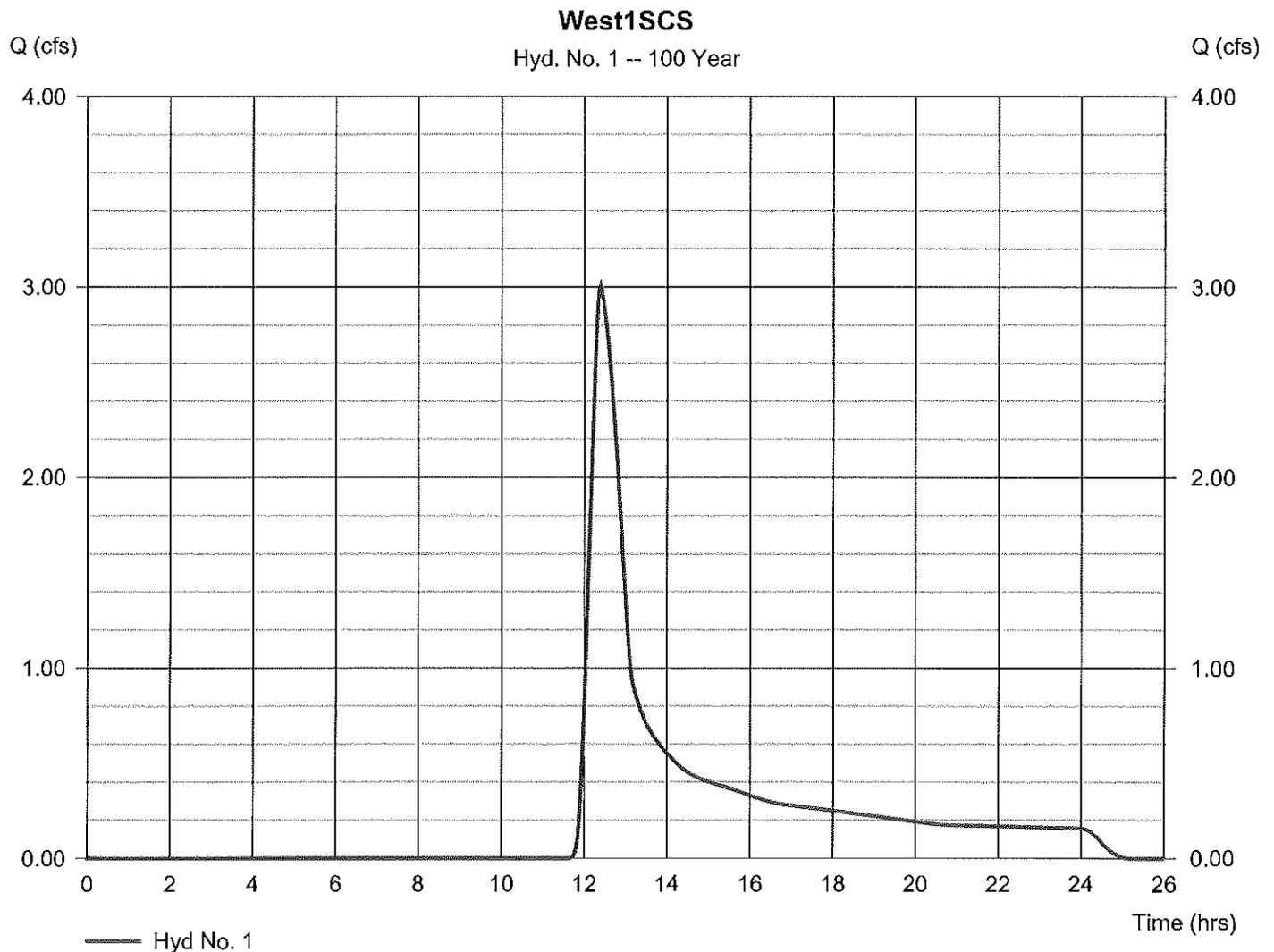
Friday, 03 / 10 / 2017

Hyd. No. 1

West1SCS

Hydrograph type	= SCS Runoff	Peak discharge	= 3.011 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.40 hrs
Time interval	= 2 min	Hyd. volume	= 20,490 cuft
Drainage area	= 7.960 ac	Curve number	= 65*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 46.30 min
Total precip.	= 3.43 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(0.320 \times 98) + (0.330 \times 98) + (7.310 \times 62)] / 7.960$



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

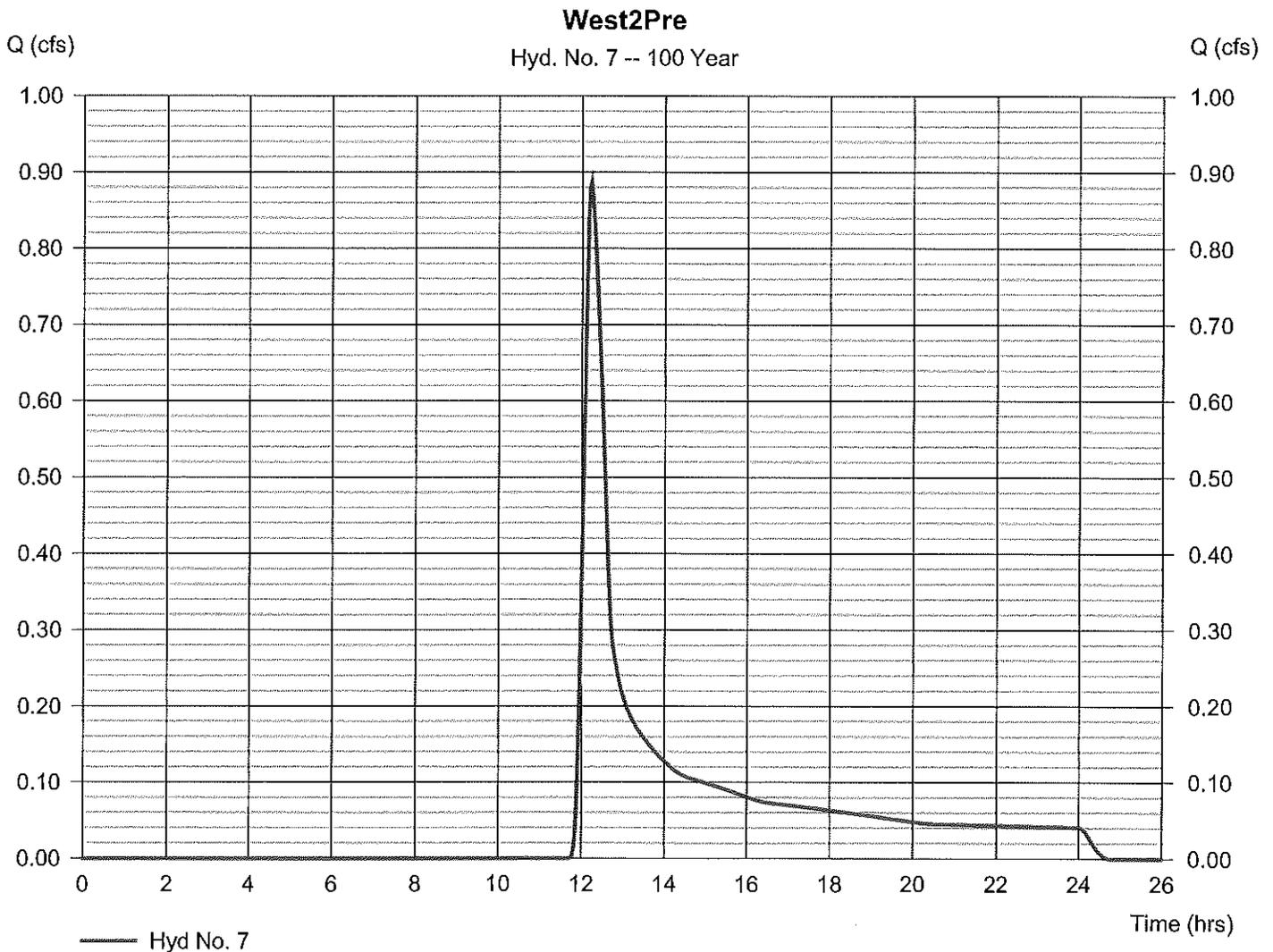
Friday, 03 / 10 / 2017

Hyd. No. 7

West2Pre

Hydrograph type	= SCS Runoff	Peak discharge	= 0.888 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.23 hrs
Time interval	= 2 min	Hyd. volume	= 4,910 cuft
Drainage area	= 2.320 ac	Curve number	= 62*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 28.10 min
Total precip.	= 3.43 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(2.320 x 62)] / 2.320



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

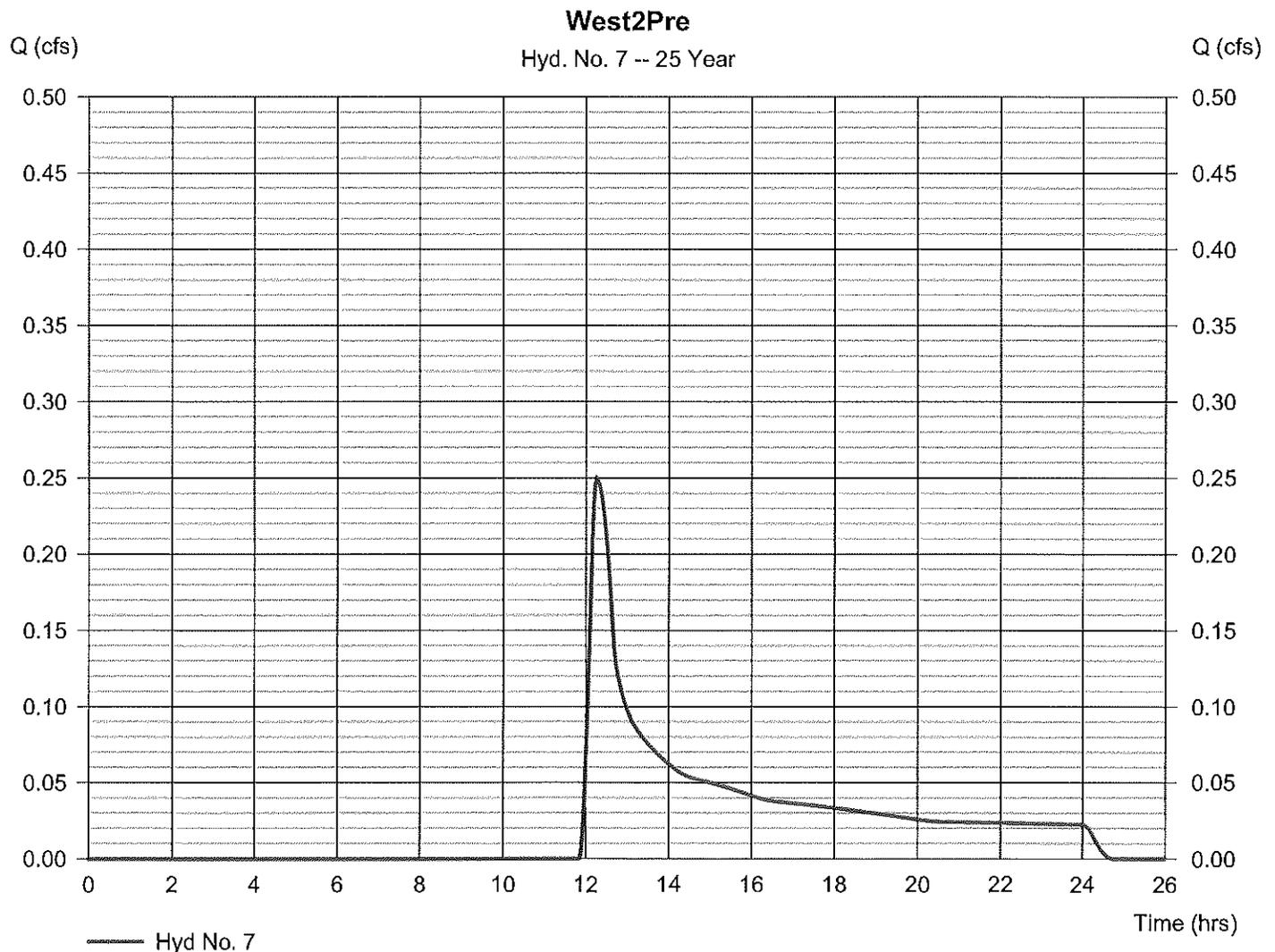
Friday, 03 / 10 / 2017

Hyd. No. 7

West2Pre

Hydrograph type	= SCS Runoff	Peak discharge	= 0.250 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.27 hrs
Time interval	= 2 min	Hyd. volume	= 2,119 cuft
Drainage area	= 2.320 ac	Curve number	= 62*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 28.10 min
Total precip.	= 2.60 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(2.320 x 62)] / 2.320



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

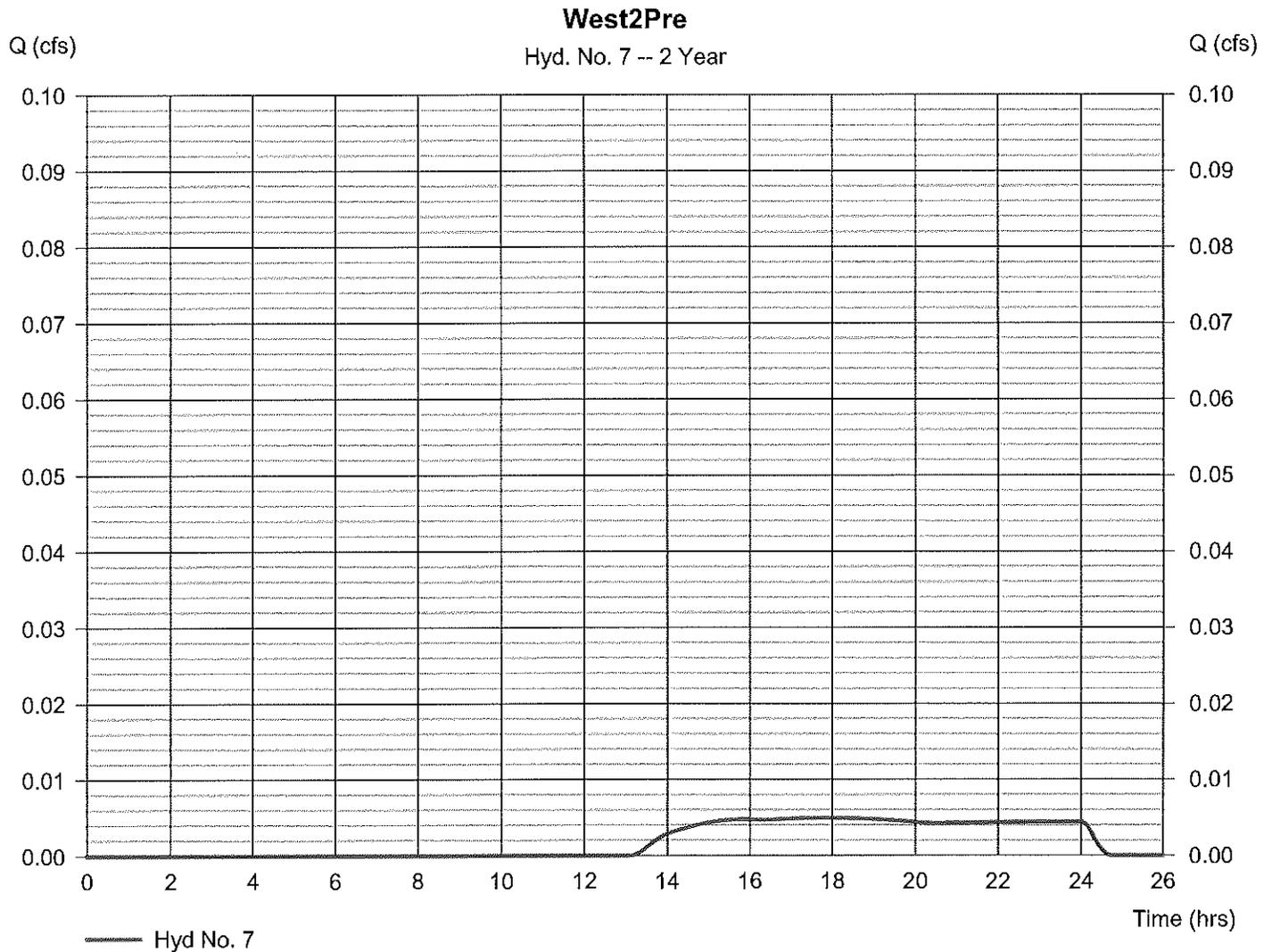
Friday, 03 / 10 / 2017

Hyd. No. 7

West2Pre

Hydrograph type	= SCS Runoff	Peak discharge	= 0.005 cfs
Storm frequency	= 2 yrs	Time to peak	= 17.83 hrs
Time interval	= 2 min	Hyd. volume	= 172 cuft
Drainage area	= 2.320 ac	Curve number	= 62*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 28.10 min
Total precip.	= 1.59 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(2.320 x 62)] / 2.320



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

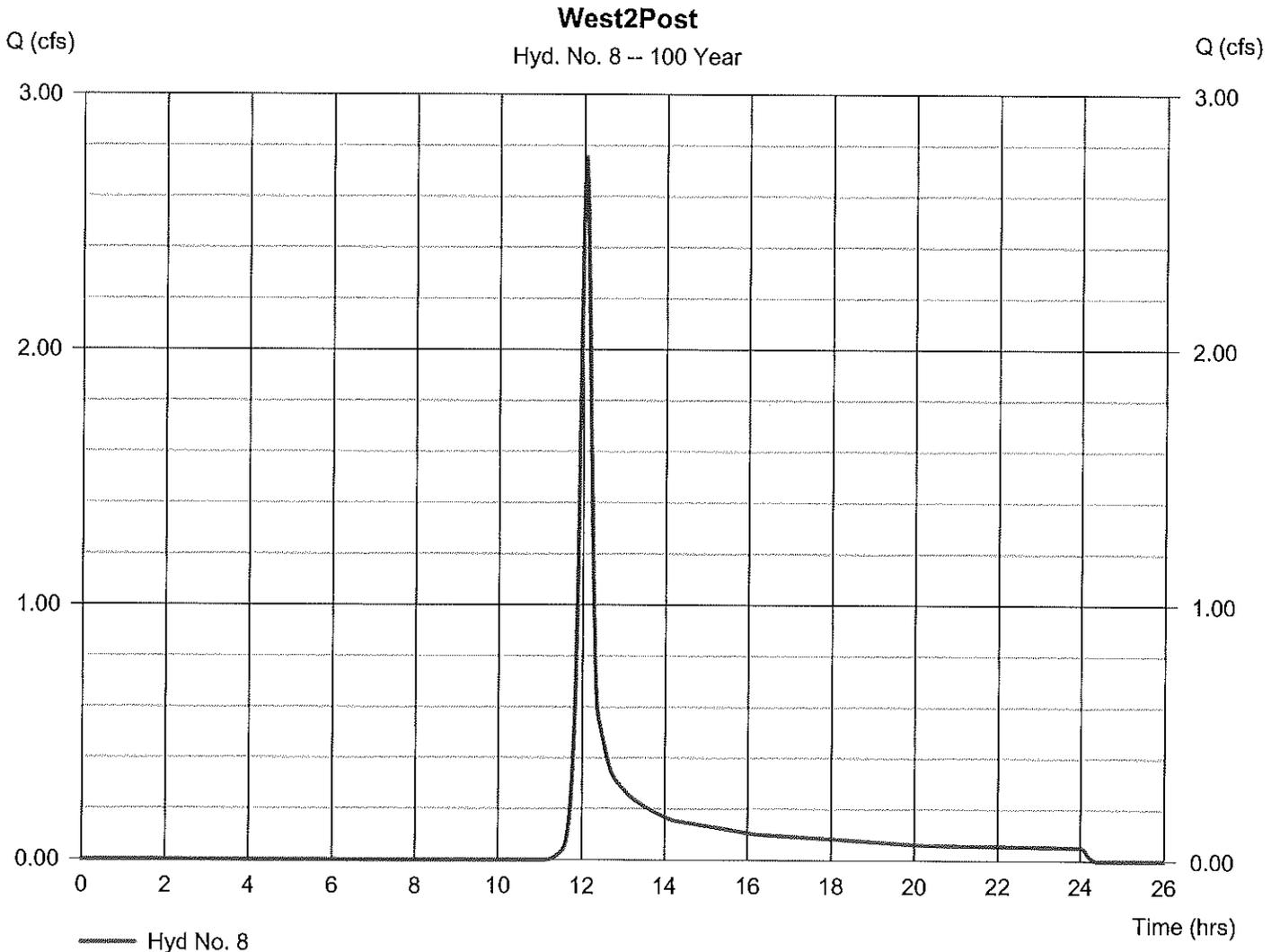
Friday, 03 / 10 / 2017

Hyd. No. 8

West2Post

Hydrograph type	= SCS Runoff	Peak discharge	= 2.760 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.07 hrs
Time interval	= 2 min	Hyd. volume	= 8,191 cuft
Drainage area	= 2.270 ac	Curve number	= 71*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 15.10 min
Total precip.	= 3.43 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(1.410 \times 62) + (0.390 \times 75) + (0.120 \times 76) + (0.350 \times 98)] / 2.270$



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

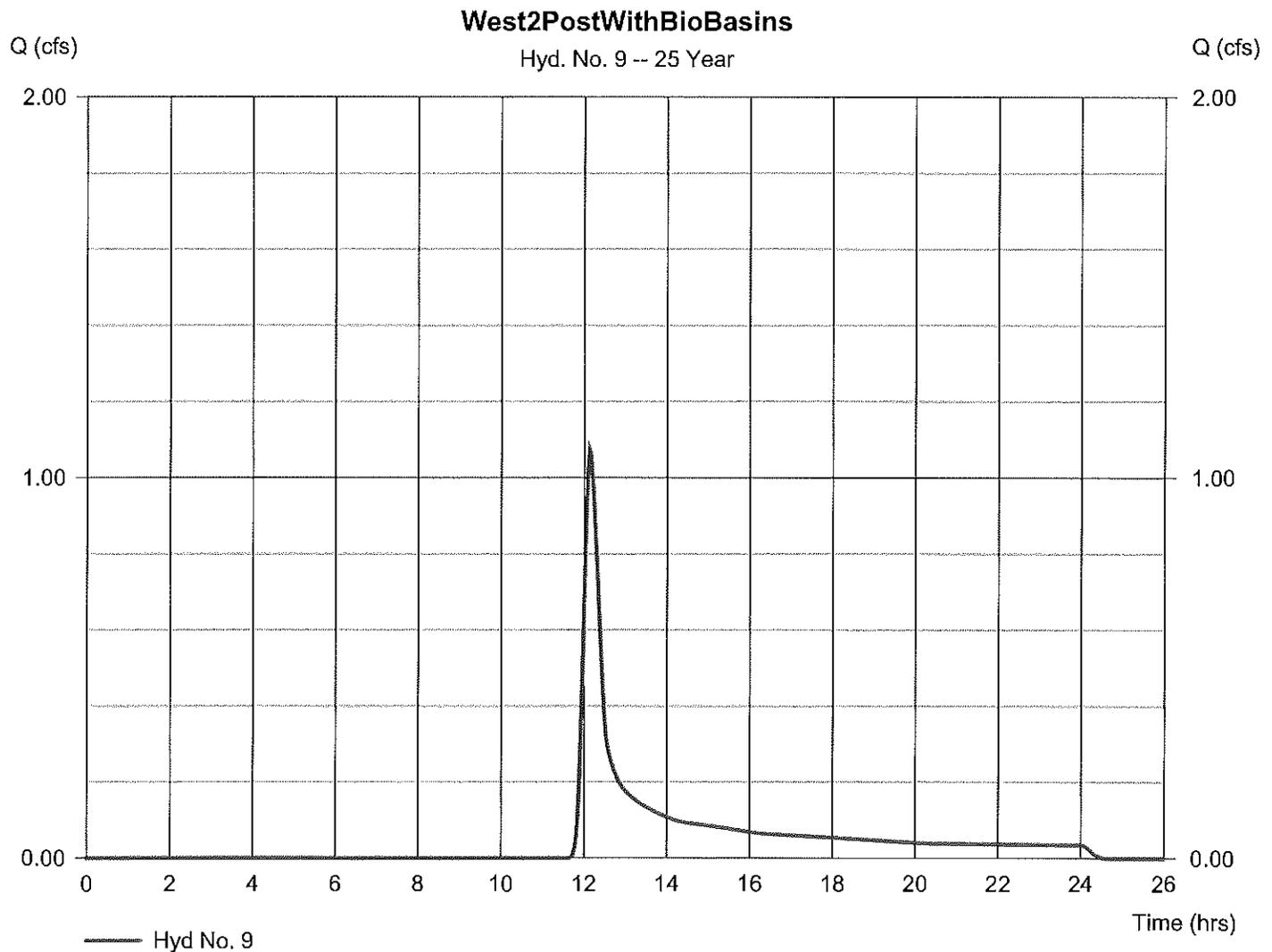
Friday, 03 / 10 / 2017

Hyd. No. 9

West2PostWithBioBasins

Hydrograph type	= SCS Runoff	Peak discharge	= 1.077 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.13 hrs
Time interval	= 2 min	Hyd. volume	= 4,544 cuft
Drainage area	= 2.270 ac	Curve number	= 71*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 20.70 min
Total precip.	= 2.60 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(1.410 \times 62) + (0.390 \times 75) + (0.120 \times 76) + (0.350 \times 98)] / 2.270$



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

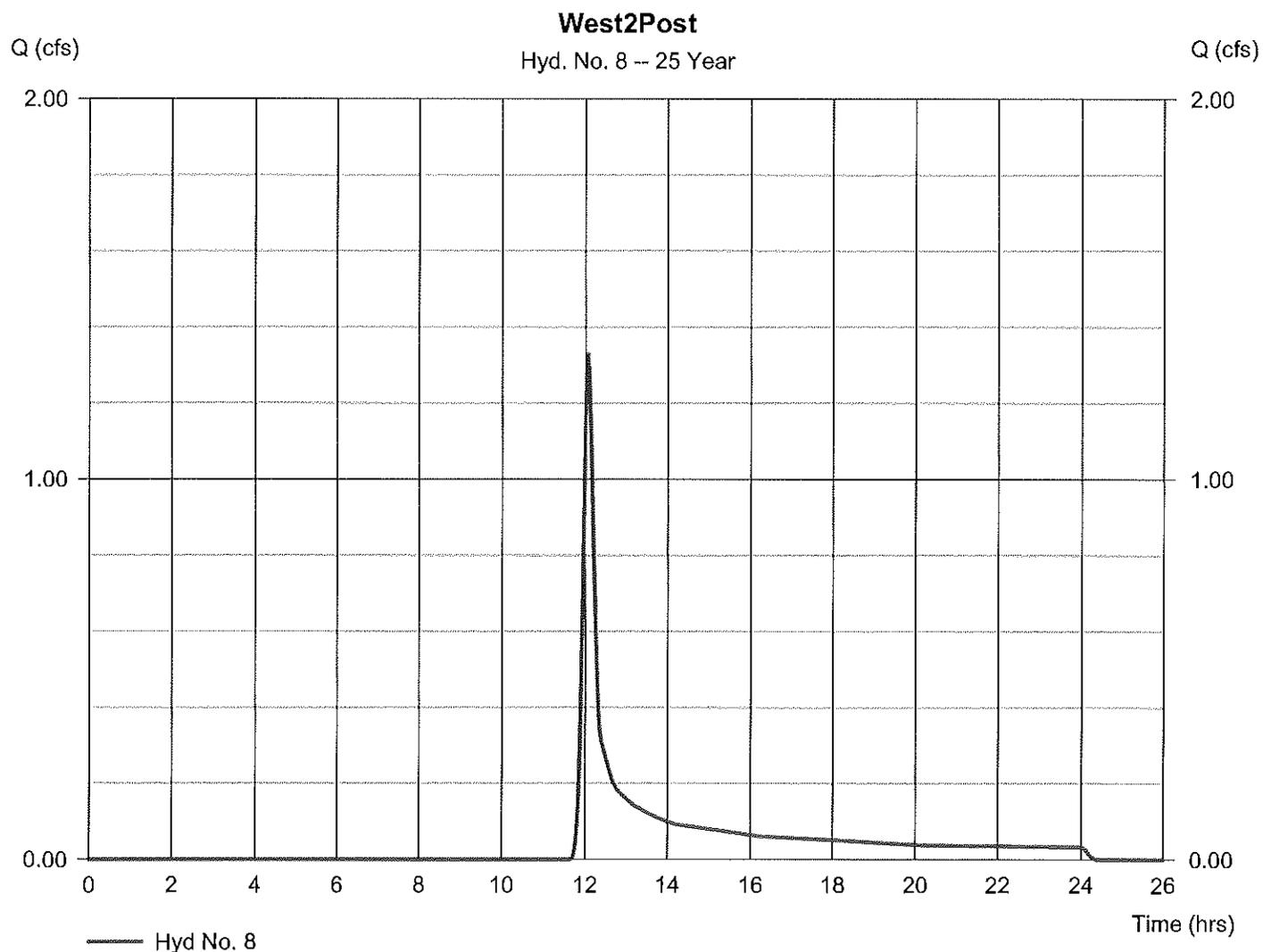
Friday, 03 / 10 / 2017

Hyd. No. 8

West2Post

Hydrograph type	= SCS Runoff	Peak discharge	= 1.333 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.07 hrs
Time interval	= 2 min	Hyd. volume	= 4,353 cuft
Drainage area	= 2.270 ac	Curve number	= 71*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 15.10 min
Total precip.	= 2.60 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $\{(1.410 \times 62) + (0.390 \times 75) + (0.120 \times 76) + (0.350 \times 98)\} / 2.270$



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

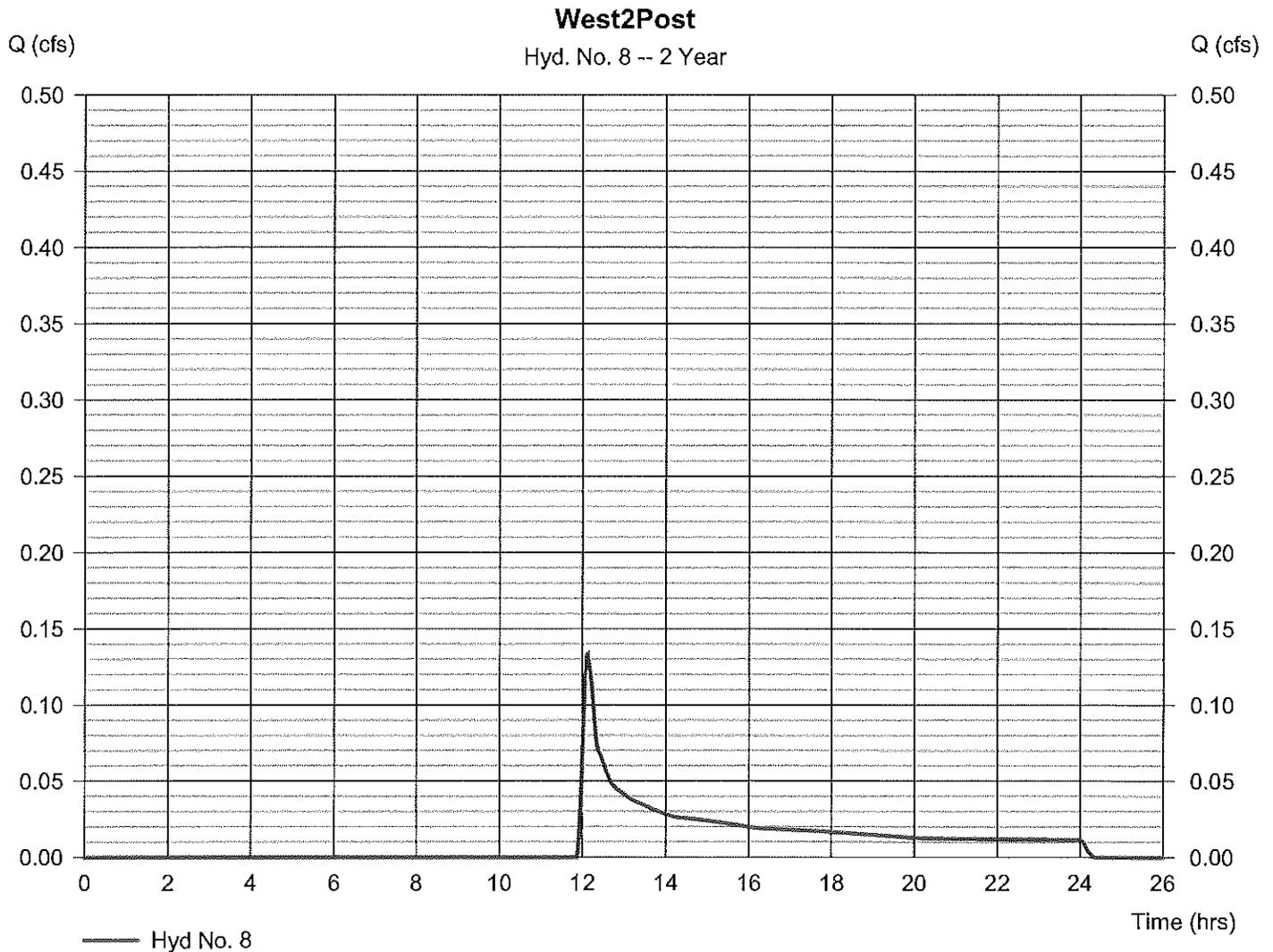
Friday, 03 / 10 / 2017

Hyd. No. 8

West2Post

Hydrograph type	= SCS Runoff	Peak discharge	= 0.134 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.13 hrs
Time interval	= 2 min	Hyd. volume	= 989 cuft
Drainage area	= 2.270 ac	Curve number	= 71*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 15.10 min
Total precip.	= 1.59 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(1.410 \times 62) + (0.390 \times 75) + (0.120 \times 76) + (0.350 \times 98)] / 2.270$



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

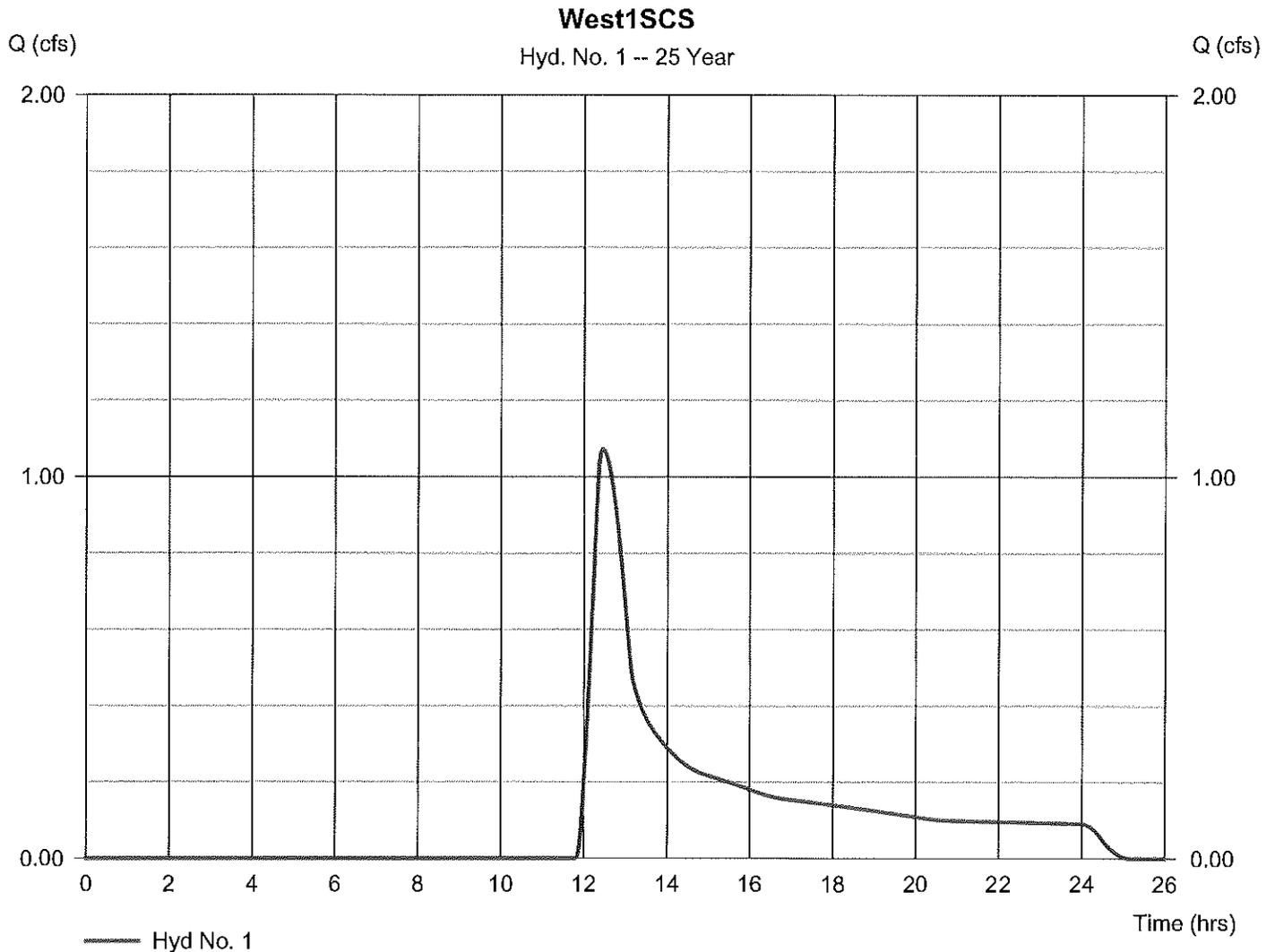
Friday, 03 / 10 / 2017

Hyd. No. 1

West1SCS

Hydrograph type	= SCS Runoff	Peak discharge	= 1.073 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.43 hrs
Time interval	= 2 min	Hyd. volume	= 9,609 cuft
Drainage area	= 7.960 ac	Curve number	= 65*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 46.30 min
Total precip.	= 2.60 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $\frac{[(0.320 \times 98) + (0.330 \times 98) + (7.310 \times 62)]}{7.960}$



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

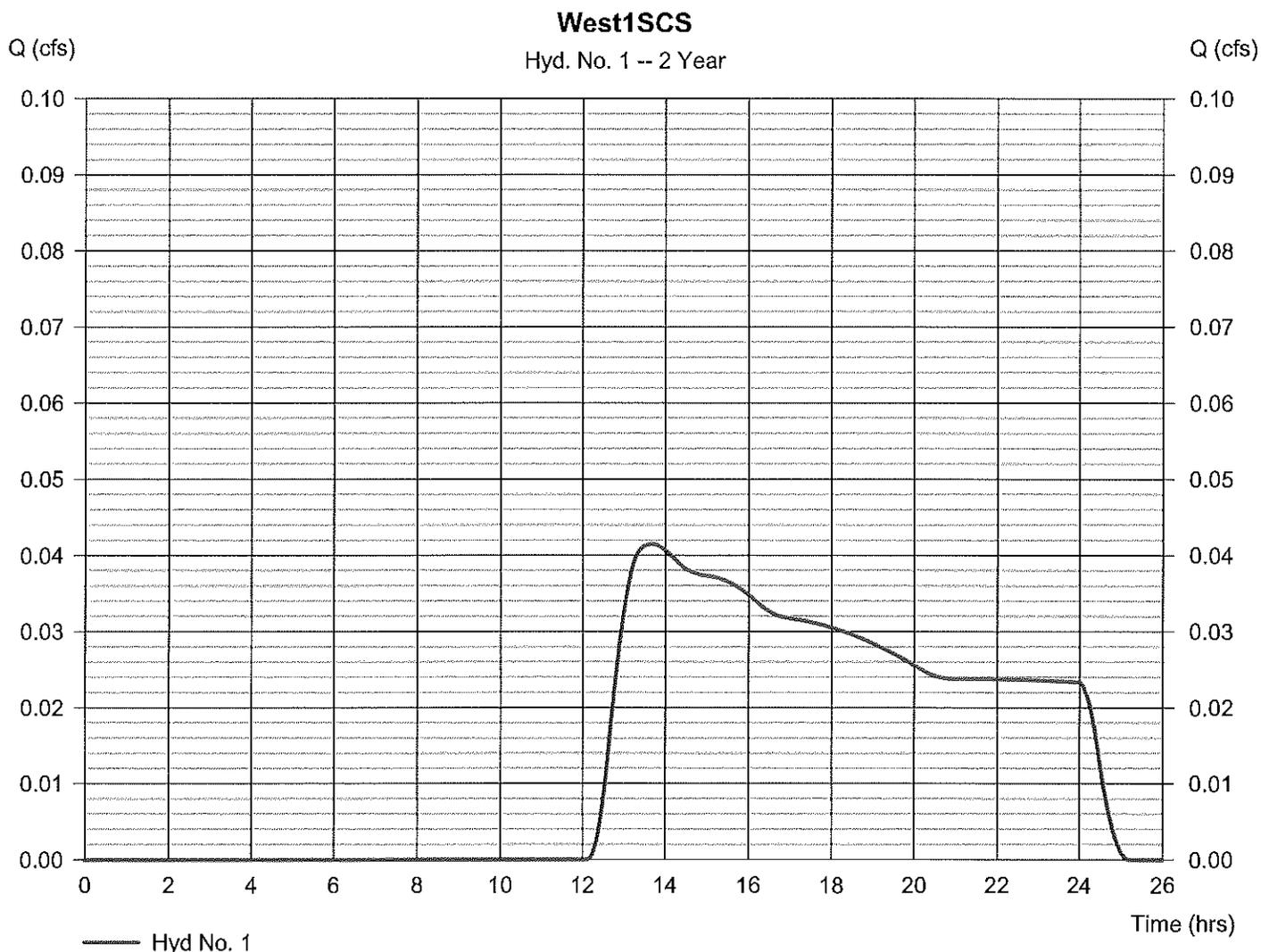
Friday, 03 / 10 / 2017

Hyd. No. 1

West1SCS

Hydrograph type	= SCS Runoff	Peak discharge	= 0.042 cfs
Storm frequency	= 2 yrs	Time to peak	= 13.67 hrs
Time interval	= 2 min	Hyd. volume	= 1,278 cuft
Drainage area	= 7.960 ac	Curve number	= 65*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 46.30 min
Total precip.	= 1.59 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.320 x 98) + (0.330 x 98) + (7.310 x 62)] / 7.960



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

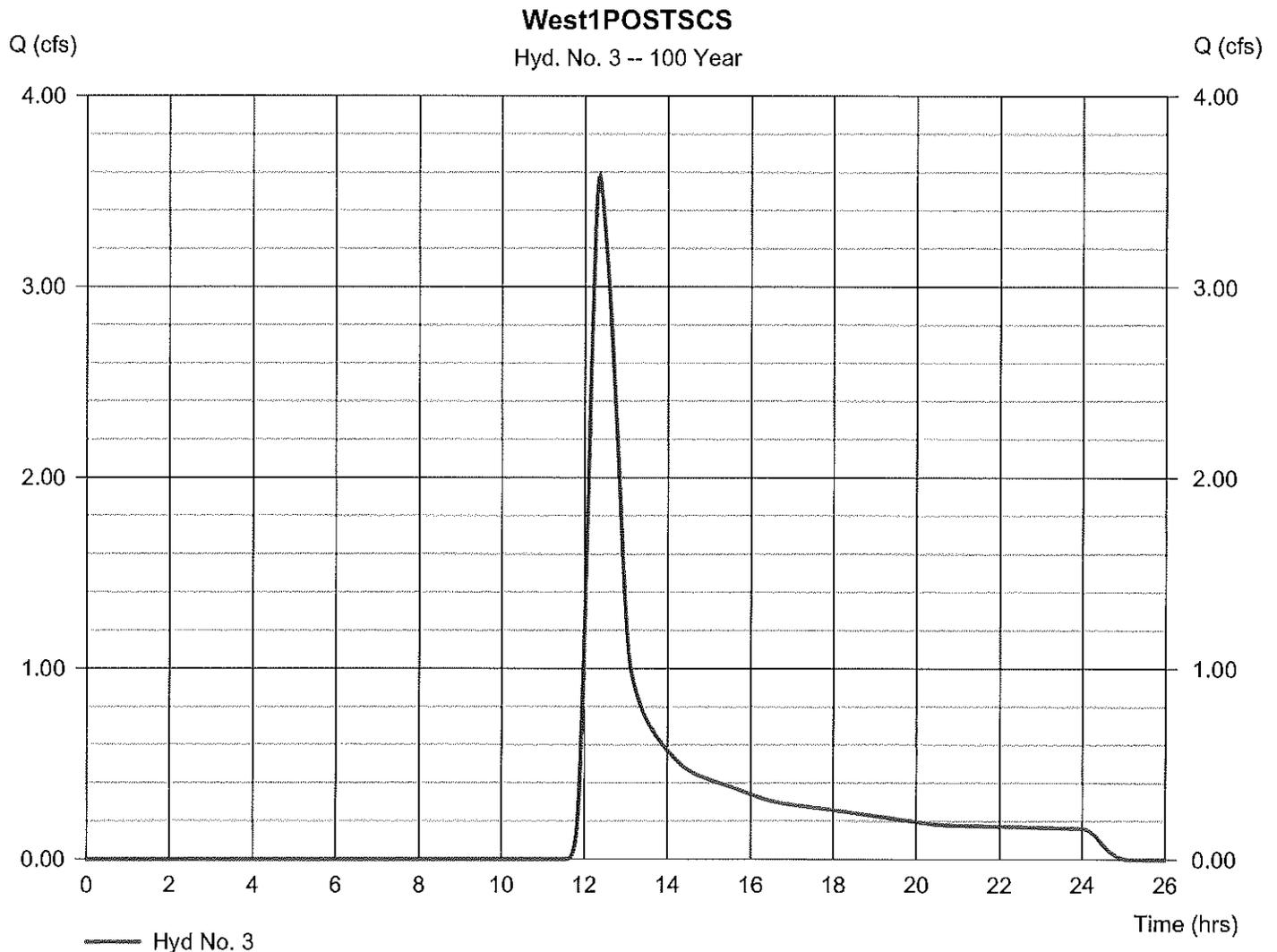
Friday, 03 / 10 / 2017

Hyd. No. 3

West1POSTSCS

Hydrograph type	= SCS Runoff	Peak discharge	= 3.581 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.37 hrs
Time interval	= 2 min	Hyd. volume	= 22,204 cuft
Drainage area	= 7,470 ac	Curve number	= 67*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 42.50 min
Total precip.	= 3.43 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(0.740 \times 98) + (0.910 \times 75) + (5.820 \times 62)] / 7.470$



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

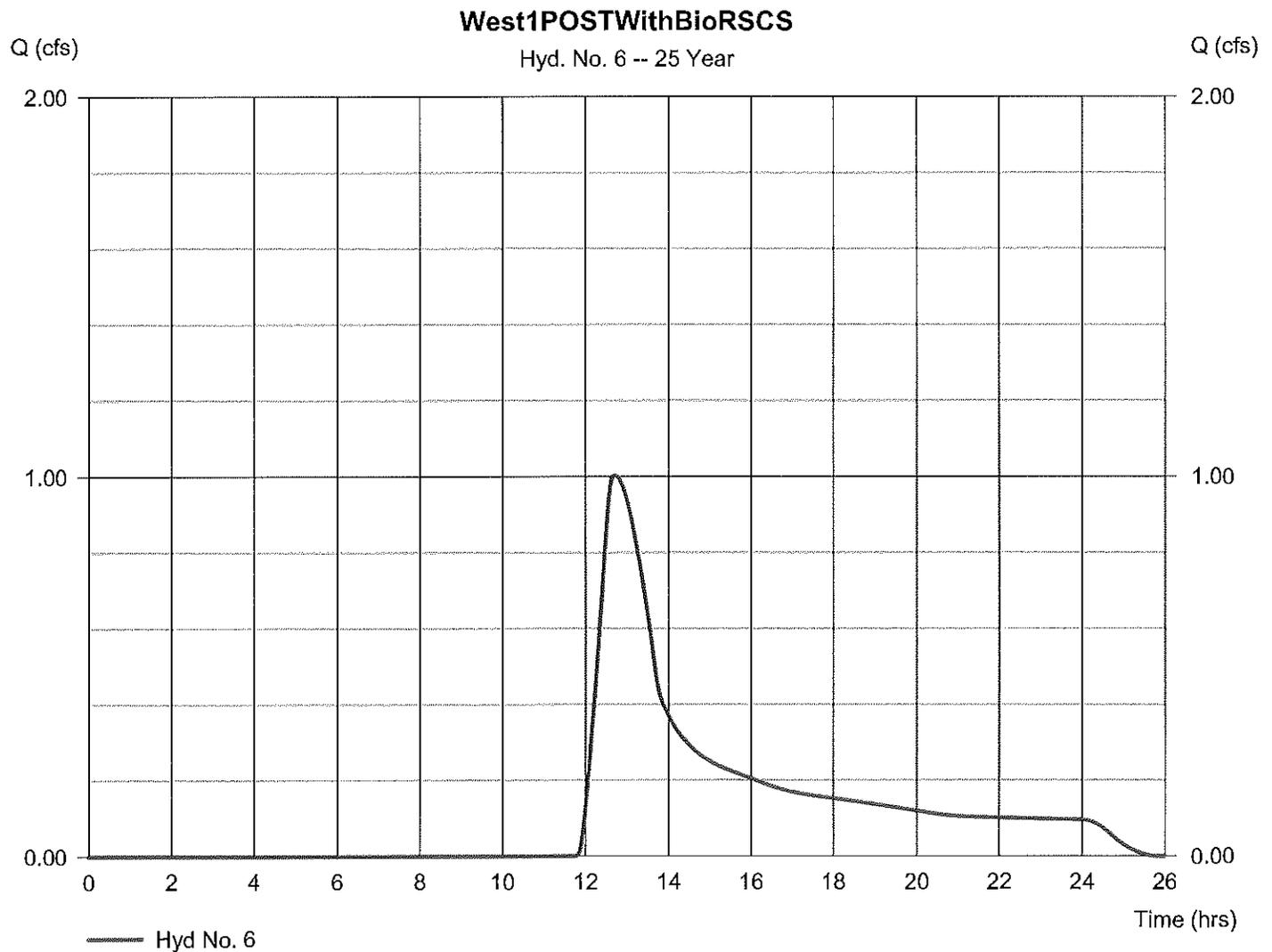
Friday, 03 / 10 / 2017

Hyd. No. 6

West1POSTWithBioRSCS

Hydrograph type	= SCS Runoff	Peak discharge	= 1.002 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.73 hrs
Time interval	= 2 min	Hyd. volume	= 10,812 cuft
Drainage area	= 7.470 ac	Curve number	= 67*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 69.20 min
Total precip.	= 2.60 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(0.740 \times 98) + (0.910 \times 75) + (5.820 \times 62)] / 7.470$



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

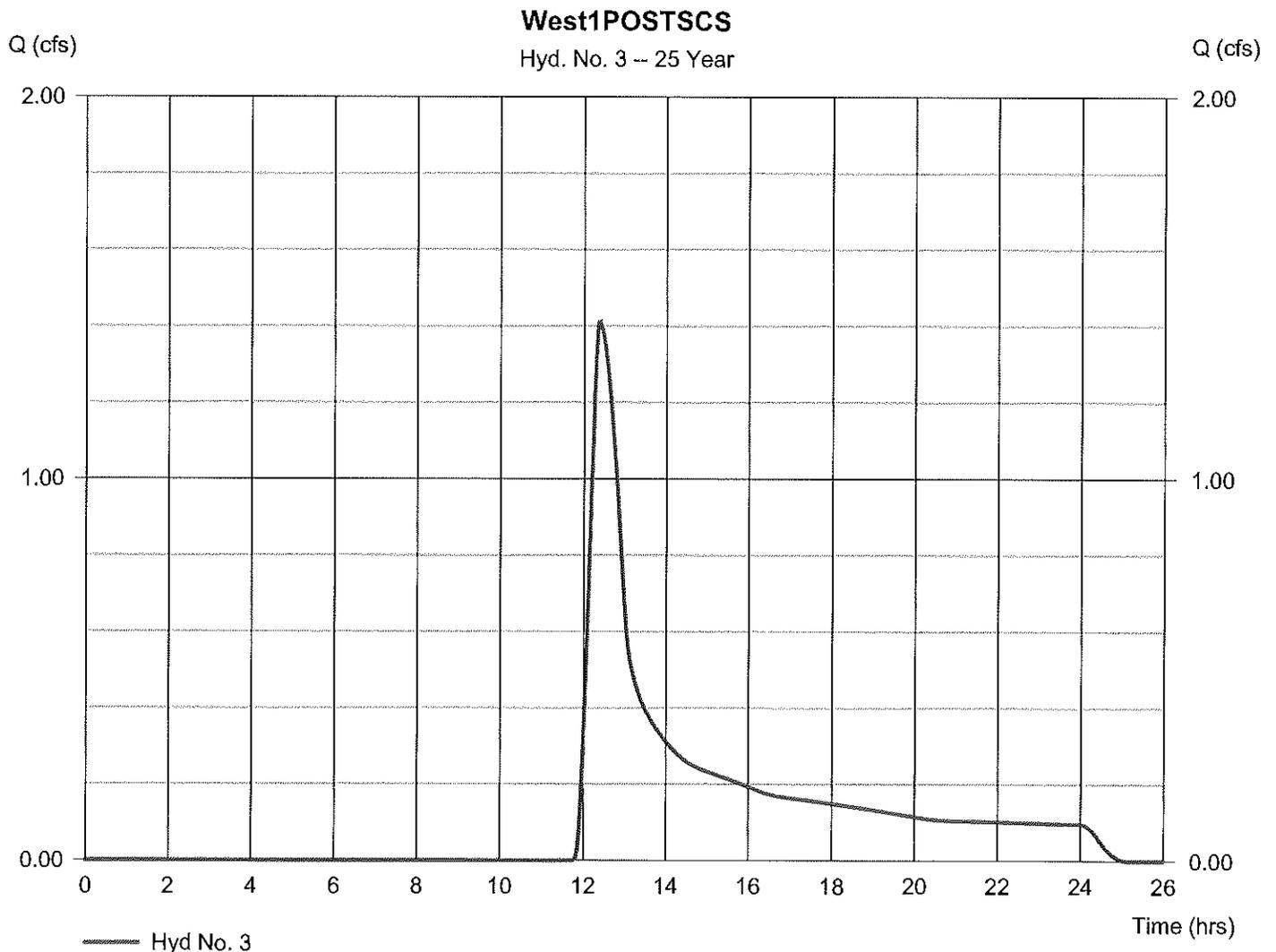
Friday, 03 / 10 / 2017

Hyd. No. 3

West1POSTSCS

Hydrograph type	= SCS Runoff	Peak discharge	= 1.412 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.40 hrs
Time interval	= 2 min	Hyd. volume	= 10,916 cuft
Drainage area	= 7.470 ac	Curve number	= 67*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 42.50 min
Total precip.	= 2.60 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(0.740 \times 98) + (0.910 \times 75) + (5.820 \times 62)] / 7.470$



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

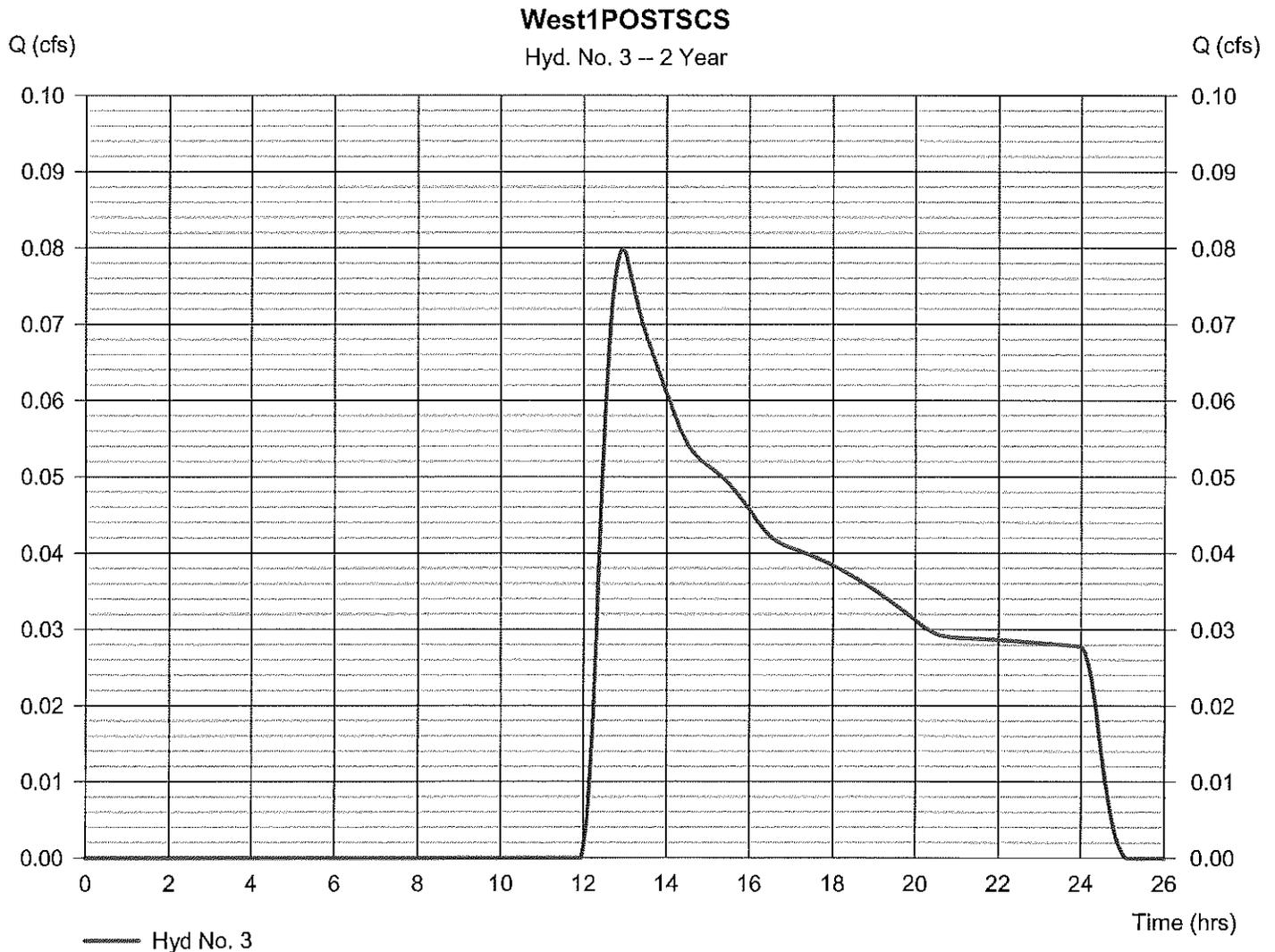
Friday, 03 / 10 / 2017

Hyd. No. 3

West1POSTSCS

Hydrograph type	= SCS Runoff	Peak discharge	= 0.080 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.97 hrs
Time interval	= 2 min	Hyd. volume	= 1,811 cuft
Drainage area	= 7.470 ac	Curve number	= 67*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 42.50 min
Total precip.	= 1.59 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.740 x 98) + (0.910 x 75) + (5.820 x 62)] / 7.470



TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

Hyd. No. 9

West2Post

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 70.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 1.59	0.00	0.00	
Land slope (%)	= 2.90	0.00	0.00	
Travel Time (min)	= 13.12	+ 0.00	+ 0.00	= 13.12
Shallow Concentrated Flow				
Flow length (ft)	= 320.00	12.00	42.00	
Watercourse slope (%)	= 1.90	0.00	14.30	
Surface description	= Paved	Unpaved	Unpaved	
Average velocity (ft/s)	=2.80	0.04	6.10	
Travel Time (min)	= 1.90	+ 5.54	+ 0.11	= 7.56
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.035	0.015	0.015	
Velocity (ft/s)	=0.00	0.00	0.00	
Flow length (ft)	{{0}}0.0	0.0	0.0	
Travel Time (min)	= 0.00	+ 0.00	+ 0.00	= 0.00
Total Travel Time, Tc				20.68 min

TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

Hyd. No. 7

West2Pre

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 182.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 1.59	0.00	0.00	
Land slope (%)	= 3.30	0.00	0.00	
Travel Time (min)	= 26.75	+ 0.00	+ 0.00	= 26.75
Shallow Concentrated Flow				
Flow length (ft)	= 174.00	60.00	0.00	
Watercourse slope (%)	= 2.30	11.70	0.00	
Surface description	= Unpaved	Unpaved	Paved	
Average velocity (ft/s)	=2.45	5.52	0.00	
Travel Time (min)	= 1.19	+ 0.18	+ 0.00	= 1.37
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.035	0.015	0.015	
Velocity (ft/s)	=0.00	0.00	0.00	
Flow length (ft)	{{0}}0.0	0.0	0.0	
Travel Time (min)	= 0.00	+ 0.00	+ 0.00	= 0.00
Total Travel Time, Tc				28.12 min

TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

Hyd. No. 9

West2PostWithBioBasins

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 70.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 1.59	0.00	0.00	
Land slope (%)	= 2.90	0.00	0.00	
Travel Time (min)	= 13.12	+ 0.00	+ 0.00	= 13.12
Shallow Concentrated Flow				
Flow length (ft)	= 320.00	12.00	42.00	
Watercourse slope (%)	= 1.90	0.00	14.30	
Surface description	= Paved	Unpaved	Unpaved	
Average velocity (ft/s)	=2.80	0.04	6.10	
Travel Time (min)	= 1.90	+ 5.54	+ 0.11	= 7.56
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.035	0.015	0.015	
Velocity (ft/s)	=0.00	0.00	0.00	
Flow length (ft)	{{0}}0.0	0.0	0.0	
Travel Time (min)	= 0.00	+ 0.00	+ 0.00	= 0.00
Total Travel Time, Tc				20.68 min

TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

Hyd. No. 8

West2Post

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 70.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 1.59	0.00	0.00	
Land slope (%)	= 2.90	0.00	0.00	
Travel Time (min)	= 13.12	+ 0.00	+ 0.00	= 13.12
Shallow Concentrated Flow				
Flow length (ft)	= 320.00	42.00	0.00	
Watercourse slope (%)	= 1.90	14.30	0.00	
Surface description	= Paved	Unpaved	Paved	
Average velocity (ft/s)	=2.80	6.10	0.00	
Travel Time (min)	= 1.90	+ 0.11	+ 0.00	= 2.02
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.035	0.015	0.015	
Velocity (ft/s)	=0.00	0.00	0.00	
Flow length (ft)	{{0}}0.0	0.0	0.0	
Travel Time (min)	= 0.00	+ 0.00	+ 0.00	= 0.00
Total Travel Time, Tc				15.14 min

TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

Hyd. No. 1

West1SCS

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 300.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 1.59	0.00	0.00	
Land slope (%)	= 3.30	0.00	0.00	
Travel Time (min)	= 39.90	+ 0.00	+ 0.00	= 39.90
Shallow Concentrated Flow				
Flow length (ft)	= 120.00	0.00	0.00	
Watercourse slope (%)	= 1.60	0.00	0.00	
Surface description	= Unpaved	Paved	Paved	
Average velocity (ft/s)	=2.04	0.00	0.00	
Travel Time (min)	= 0.98	+ 0.00	+ 0.00	= 0.98
Channel Flow				
X sectional flow area (sqft)	= 6.00	0.00	0.00	
Wetted perimeter (ft)	= 14.00	0.00	0.00	
Channel slope (%)	= 1.00	0.00	0.00	
Manning's n-value	= 0.035	0.015	0.015	
Velocity (ft/s)	=2.41	0.00	0.00	
Flow length (ft)	{{0}}780.0	0.0	0.0	
Travel Time (min)	= 5.39	+ 0.00	+ 0.00	= 5.39
Total Travel Time, Tc				46.27 min

TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

Hyd. No. 6

West1POSTWithBioRSCS

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 150.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 1.59	0.00	0.00	
Land slope (%)	= 1.30	0.00	0.00	
Travel Time (min)	= 33.27	+ 0.00	+ 0.00	= 33.27
Shallow Concentrated Flow				
Flow length (ft)	= 668.00	40.00	0.00	
Watercourse slope (%)	= 2.00	0.00	0.00	
Surface description	= Paved	Unpaved	Paved	
Average velocity (ft/s)	=2.87	0.02	0.00	
Travel Time (min)	= 3.87	+ 26.67	+ 0.00	= 30.54
Channel Flow				
X sectional flow area (sqft)	= 6.00	0.00	0.00	
Wetted perimeter (ft)	= 14.00	0.00	0.00	
Channel slope (%)	= 1.00	0.00	0.00	
Manning's n-value	= 0.035	0.015	0.015	
Velocity (ft/s)	=2.41	0.00	0.00	
Flow length (ft)	{{0}}780.0	0.0	0.0	
Travel Time (min)	= 5.39	+ 0.00	+ 0.00	= 5.39
Total Travel Time, Tc				69.20 min

TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

Hyd. No. 3

West1POSTSCS

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 150.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 1.59	0.00	0.00	
Land slope (%)	= 1.30	0.00	0.00	
Travel Time (min)	= 33.27	+ 0.00	+ 0.00	= 33.27
Shallow Concentrated Flow				
Flow length (ft)	= 668.00	0.00	0.00	
Watercourse slope (%)	= 2.00	0.00	0.00	
Surface description	= Paved	Paved	Paved	
Average velocity (ft/s)	=2.87	0.00	0.00	
Travel Time (min)	= 3.87	+ 0.00	+ 0.00	= 3.87
Channel Flow				
X sectional flow area (sqft)	= 6.00	0.00	0.00	
Wetted perimeter (ft)	= 14.00	0.00	0.00	
Channel slope (%)	= 1.00	0.00	0.00	
Manning's n-value	= 0.035	0.015	0.015	
Velocity (ft/s)	=2.41	0.00	0.00	
Flow length (ft)	{{0}}780.0	0.0	0.0	
Travel Time (min)	= 5.39	+ 0.00	+ 0.00	= 5.39
Total Travel Time, Tc				42.53 min

TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

Hyd. No. 19

East4Pre

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 228.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 1.59	0.00	0.00	
Land slope (%)	= 12.70	0.00	0.00	
Travel Time (min)	= 18.69	+ 0.00	+ 0.00	= 18.69
Shallow Concentrated Flow				
Flow length (ft)	= 406.00	0.00	0.00	
Watercourse slope (%)	= 1.20	0.00	0.00	
Surface description	= Unpaved	Unpaved	Paved	
Average velocity (ft/s)	=1.77	0.00	0.00	
Travel Time (min)	= 3.83	+ 0.00	+ 0.00	= 3.83
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.035	0.015	0.015	
Velocity (ft/s)	=0.00	0.00	0.00	
Flow length (ft)	{{0}}0.0	0.0	0.0	
Travel Time (min)	= 0.00	+ 0.00	+ 0.00	= 0.00
Total Travel Time, Tc				22.52 min

TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

Hyd. No. 21

East4PostBioBasin

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.240	0.011	
Flow length (ft)	= 180.0	140.0	0.0	
Two-year 24-hr precip. (in)	= 1.59	1.59	0.00	
Land slope (%)	= 6.70	4.00	0.00	
Travel Time (min)	= 19.98	+ 20.08	+ 0.00	= 40.06
Shallow Concentrated Flow				
Flow length (ft)	= 406.00	145.00	0.00	
Watercourse slope (%)	= 1.20	0.00	0.00	
Surface description	= Unpaved	Unpaved	Paved	
Average velocity (ft/s)	=1.77	0.03	0.00	
Travel Time (min)	= 3.83	+ 83.73	+ 0.00	= 87.56
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.035	0.015	0.015	
Velocity (ft/s)	=0.00	0.00	0.00	
Flow length (ft)	{{0}}0.0	0.0	0.0	
Travel Time (min)	= 0.00	+ 0.00	+ 0.00	= 0.00
Total Travel Time, Tc				127.62 min

TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

Hyd. No. 20

East4Post

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.240	0.011	
Flow length (ft)	= 180.0	140.0	0.0	
Two-year 24-hr precip. (in)	= 1.59	1.59	0.00	
Land slope (%)	= 6.70	4.00	0.00	
Travel Time (min)	= 19.98	+ 20.08	+ 0.00	= 40.06
Shallow Concentrated Flow				
Flow length (ft)	= 406.00	0.00	0.00	
Watercourse slope (%)	= 1.20	0.00	0.00	
Surface description	= Unpaved	Unpaved	Paved	
Average velocity (ft/s)	=1.77	0.00	0.00	
Travel Time (min)	= 3.83	+ 0.00	+ 0.00	= 3.83
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.035	0.015	0.015	
Velocity (ft/s)	=0.00	0.00	0.00	
Flow length (ft)	{{0}}0.0	0.0	0.0	
Travel Time (min)	= 0.00	+ 0.00	+ 0.00	= 0.00
Total Travel Time, Tc				43.89 min

TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

Hyd. No. 16

East3Pre

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 218.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 1.59	0.00	0.00	
Land slope (%)	= 5.00	0.00	0.00	
Travel Time (min)	= 26.18	+ 0.00	+ 0.00	= 26.18
Shallow Concentrated Flow				
Flow length (ft)	= 530.00	0.00	0.00	
Watercourse slope (%)	= 1.50	0.00	0.00	
Surface description	= Unpaved	Unpaved	Paved	
Average velocity (ft/s)	=1.98	0.00	0.00	
Travel Time (min)	= 4.47	+ 0.00	+ 0.00	= 4.47
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.035	0.015	0.015	
Velocity (ft/s)	=0.00	0.00	0.00	
Flow length (ft)	{{0}}0.0	0.0	0.0	
Travel Time (min)	= 0.00	+ 0.00	+ 0.00	= 0.00
Total Travel Time, Tc				30.65 min

TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

Hyd. No. 18

East3PostBioBasin

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 300.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 1.59	0.00	0.00	
Land slope (%)	= 2.70	0.00	0.00	
Travel Time (min)	= 43.24	+ 0.00	+ 0.00	= 43.24
Shallow Concentrated Flow				
Flow length (ft)	= 350.00	350.00	0.00	
Watercourse slope (%)	= 1.50	0.00	0.00	
Surface description	= Unpaved	Unpaved	Paved	
Average velocity (ft/s)	=1.98	0.10	0.00	
Travel Time (min)	= 2.95	+ 61.11	+ 0.00	= 64.06
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.035	0.015	0.015	
Velocity (ft/s)	=0.00	0.00	0.00	
Flow length (ft)	{{0}}0.0	0.0	0.0	
Travel Time (min)	= 0.00	+ 0.00	+ 0.00	= 0.00
Total Travel Time, Tc				107.30 min

TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

Hyd. No. 17

East3Post

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 300.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 1.59	0.00	0.00	
Land slope (%)	= 2.70	0.00	0.00	
Travel Time (min)	= 43.24	+ 0.00	+ 0.00	= 43.24
Shallow Concentrated Flow				
Flow length (ft)	= 350.00	0.00	0.00	
Watercourse slope (%)	= 1.50	0.00	0.00	
Surface description	= Unpaved	Unpaved	Paved	
Average velocity (ft/s)	=1.98	0.00	0.00	
Travel Time (min)	= 2.95	+ 0.00	+ 0.00	= 2.95
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.035	0.015	0.015	
Velocity (ft/s)	=0.00	0.00	0.00	
Flow length (ft)	{{0}}0.0	0.0	0.0	
Travel Time (min)	= 0.00	+ 0.00	+ 0.00	= 0.00
Total Travel Time, Tc				46.19 min

TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

Hyd. No. 13

East2Pre

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 271.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 1.59	0.00	0.00	
Land slope (%)	= 5.00	0.00	0.00	
Travel Time (min)	= 31.15	+ 0.00	+ 0.00	= 31.15
Shallow Concentrated Flow				
Flow length (ft)	= 315.00	600.00	0.00	
Watercourse slope (%)	= 2.00	0.50	0.00	
Surface description	= Unpaved	Unpaved	Paved	
Average velocity (ft/s)	=2.28	1.14	0.00	
Travel Time (min)	= 2.30	+ 8.77	+ 0.00	= 11.07
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.035	0.015	0.015	
Velocity (ft/s)	=0.00	0.00	0.00	
Flow length (ft)	{{0}}0.0	0.0	0.0	
Travel Time (min)	= 0.00	+ 0.00	+ 0.00	= 0.00
Total Travel Time, Tc				42.22 min

TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

Hyd. No. 15

East2PostBioBasin

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 300.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 1.59	0.00	0.00	
Land slope (%)	= 3.30	0.00	0.00	
Travel Time (min)	= 39.90	+ 0.00	+ 0.00	= 39.90
Shallow Concentrated Flow				
Flow length (ft)	= 370.00	600.00	980.00	
Watercourse slope (%)	= 2.00	0.50	0.01	
Surface description	= Unpaved	Unpaved	Unpaved	
Average velocity (ft/s)	=2.28	1.14	0.16	
Travel Time (min)	= 2.70	+ 8.77	+ 104.41	= 115.88
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.035	0.015	0.015	
Velocity (ft/s)	=0.00	0.00	0.00	
Flow length (ft)	{{0}}0.0	0.0	0.0	
Travel Time (min)	= 0.00	+ 0.00	+ 0.00	= 0.00
Total Travel Time, Tc				155.78 min

TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

Hyd. No. 14

East2Post

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 300.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 1.59	0.00	0.00	
Land slope (%)	= 3.30	0.00	0.00	
Travel Time (min)	= 39.90	+ 0.00	+ 0.00	= 39.90
Shallow Concentrated Flow				
Flow length (ft)	= 370.00	600.00	0.00	
Watercourse slope (%)	= 2.00	0.50	0.00	
Surface description	= Unpaved	Unpaved	Paved	
Average velocity (ft/s)	=2.28	1.14	0.00	
Travel Time (min)	= 2.70	+ 8.77	+ 0.00	= 11.47
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.035	0.015	0.015	
Velocity (ft/s)	=0.00	0.00	0.00	
Flow length (ft)	{{0}}0.0	0.0	0.0	
Travel Time (min)	= 0.00	+ 0.00	+ 0.00	= 0.00
Total Travel Time, Tc				51.37 min

TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

Hyd. No. 10

East1Pre

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 80.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 1.59	0.00	0.00	
Land slope (%)	= 3.90	0.00	0.00	
Travel Time (min)	= 12.96	+	0.00	+
				0.00 = 12.96
Shallow Concentrated Flow				
Flow length (ft)	= 425.00	0.00	0.00	
Watercourse slope (%)	= 0.80	0.00	0.00	
Surface description	= Unpaved	Unpaved	Paved	
Average velocity (ft/s)	=1.44	0.00	0.00	
Travel Time (min)	= 4.91	+	0.00	+
				0.00 = 4.91
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.035	0.015	0.015	
Velocity (ft/s)	=0.00	0.00	0.00	
Flow length (ft)	{{0}}0.0	0.0	0.0	
Travel Time (min)	= 0.00	+	0.00	+
				0.00 = 0.00
Total Travel Time, Tc				17.87 min

TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

Hyd. No. 12

East1PostBioBasins

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 112.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 1.59	0.00	0.00	
Land slope (%)	= 2.70	0.00	0.00	
Travel Time (min)	= 19.66	+ 0.00	+ 0.00	= 19.66
Shallow Concentrated Flow				
Flow length (ft)	= 250.00	412.00	0.00	
Watercourse slope (%)	= 0.50	0.00	0.00	
Surface description	= Unpaved	Unpaved	Paved	
Average velocity (ft/s)	=1.14	0.11	0.00	
Travel Time (min)	= 3.65	+ 62.08	+ 0.00	= 65.73
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.035	0.015	0.015	
Velocity (ft/s)	=0.00	0.00	0.00	
Flow length (ft)	{{0}}0.0	0.0	0.0	
Travel Time (min)	= 0.00	+ 0.00	+ 0.00	= 0.00
Total Travel Time, Tc				85.39 min

TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2014 by Autodesk, Inc. v10.3

Hyd. No. 11

East1Post

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 112.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 1.59	0.00	0.00	
Land slope (%)	= 2.70	0.00	0.00	
Travel Time (min)	= 19.66	+ 0.00	+ 0.00	= 19.66
Shallow Concentrated Flow				
Flow length (ft)	= 250.00	0.00	0.00	
Watercourse slope (%)	= 0.50	0.00	0.00	
Surface description	= Unpaved	Unpaved	Paved	
Average velocity (ft/s)	=1.14	0.00	0.00	
Travel Time (min)	= 3.65	+ 0.00	+ 0.00	= 3.65
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.035	0.015	0.015	
Velocity (ft/s)	=0.00	0.00	0.00	
Flow length (ft)	{{0}}0.0	0.0	0.0	
Travel Time (min)	= 0.00	+ 0.00	+ 0.00	= 0.00
Total Travel Time, Tc				23.30 min

Attachment 12-

Vicinity Map



Vicinity Map

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.

Attachment 13-

List of Adjacent Property Owners

EXHIBIT G-5 – LIST OF ADJACENT LANDOWNERS

Count	Parcel #	Owner	Address	City	State	Zip
1	3255-022-28-031	HALL DENIS B	PO BOX 881	CRESTEDBUTTE	CO	81224
2	3255-022-28-020	ELSASSER JAMIE P ELSASSER MICHELLE A ETAL	3415 W 34TH AVE	DENVER	CO	80211
3	3255-022-02-015	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
4	3255-022-25-008	701 TEOCALLI LLC	2101 CEDAR SPRINGS RD STE 1600	DALLAS	TX	75201
5	3255-022-35-001	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
6	3255-022-28-046	PULLEY DONALD	PO BOX 1595	CRESTEDBUTTE	CO	81224
7	3255-022-26-024	KEZSBOM ALLEN KEZSBOM EVAN ETAL	PO BOX 1242	CRESTEDBUTTE	CO	81224
8	3255-022-26-021	KAUFFMAN ROBERT J ETAL KAUFFMAN BARBARA	2807 FERNDALE ST	HOUSTON	TX	77098
9	3255-022-26-001	GROTTING KRISTI R	2307 COTTON CT	SANTAROSA	CA	95401
10	3255-022-01-005	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
11	3255-022-28-025	DAWSON CHARLES CRAIG ETAL DAWSON TAPLEY ROCKWEL	6 PAMARON WAY STE A	NOVATO	CA	94949
12	3255-022-26-023	KEZSBOM EVAN	PO BOX 1242	CRESTEDBUTTE	CO	81224
13	3255-022-02-005	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
14	3177-350-02-018	CRESTED BUTTE LAND TRUST	PO BOX 2224	CRESTEDBUTTE	CO	81224
15	3255-022-04-007	WIRSING TARA L WIRSING JOHN D ETAL	PO BOX 3491	CRESTEDBUTTE	CO	81224
16	3255-022-27-035	MADAFFERI DONNA BROWN ANDREW ETAL	25508 PEMBROKE AVE	GREATNECK	NY	11020
17	3255-022-36-009	BAEDER LESLIE ANNE	PO BOX 2264	CRESTEDBUTTE	CO	81224
18	3255-022-25-014	BERNHOLTZ JOHNNA M BERNHOLTZ ROBERT E ETAL	PO BOX 2896	CRESTEDBUTTE	CO	81224
19	3177-350-06-001	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
20	3255-022-04-004	PETERSON HELENA MARY	PO BOX 775	CRESTEDBUTTE	CO	81224
21	3177-000-00-148	KAPUSHION INVESTMENT LLC	PO BOX 343	CRESTEDBUTTE	CO	81224
22	3255-022-27-036	WILENSKY LENA BAIRD POZNER JASON A ETAL	PO BOX 2948	CRESTEDBUTTE	CO	81224
23	3255-022-02-011	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
24	3255-022-28-016	SNOW DAVID H	855 E SPOONER RD	FOXPOINT	WI	53217
25	3255-022-28-007	BARRY BRIAN ETAL BARRY JENNIFER	PO BOX 3103	CRESTEDBUTTE	CO	81224
26	3255-022-28-005	MCMILLAN AMY F ETAL SANDUSKY FRED C	PO BOX 2167	CRESTEDBUTTE	CO	81224
27	3255-022-26-022	ROBINSON MARGARET W	PO BOX 2141	CRESTEDBUTTE	CO	81224
28	3255-022-28-036	DOBERT TIMOTHY J	PO BOX 1353	CRESTEDBUTTE	CO	81224
29	3255-022-25-003	ROSSMAN ROBERT L	PO BOX 3367	CRESTEDBUTTE	CO	81224
30	3177-350-07-003	CHOY LESLIE J	PO BOX 1354	CRESTEDBUTTE	CO	81224
31	3255-022-28-006	FISHMAN DONNA J ETAL FISHMAN SCOTT E	PO BOX 118	CRESTEDBUTTE	CO	81224
32	3255-022-27-005	EVANS MARTIN & KAY LIVING TRUST	PO BOX 778	CRESTEDBUTTE	CO	81224
33	3255-022-02-016	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
34	3255-022-28-034	JACKSON CYNTHIA E	PO BOX 924	CRESTEDBUTTE	CO	81224
35	3255-022-27-037	YANKOWICH JOHN JR	PO BOX 884	CRESTEDBUTTE	CO	81224
36	3255-022-26-013	HERRINGER WILLIAM 2012 IRREVOCABLE TRUST	PO BOX 3493	DURANGO	CO	81302
37	3255-022-27-048	KONCAN LEONORA ROSANA	PO BOX 2406	CRESTEDBUTTE	CO	81224
38	3255-031-01-006	SOUTHWEST RAIL INDUSTRIES INC	PO BOX 65	WEIMAR	TX	78962
39	3255-022-02-002	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
40	3255-022-36-020	WASINGER DAVID TODD ETAL AKA DT WASINGER WASING	PO BOX 991	CRESTEDBUTTE	CO	81224
41	3255-022-36-021	SCHUMACHER JOSHUA JAMES	PO BOX 2062	CRESTEDBUTTE	CO	81224
42	3255-022-36-007	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
43	3255-022-01-004	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
44	3255-022-27-034	KRUG DENNIS L ETAL GUINN JOHN P III	PO BOX 1997	CRESTEDBUTTE	CO	81224
45	3255-022-27-030	CC & C CRESTED BUTTE LLC	PO BOX 2277	CRESTEDBUTTE	CO	81224
46	3255-022-27-045	RYAN KYLE	PO BOX 2075	CRESTEDBUTTE	CO	81224
47	3255-031-06-014	PULLIAM JOHN M ETAL PULLIAM MARLO C	6401 CAMILLE AVE	DALLAS	TX	75252
48	3255-022-36-018	OCONNOR NICOLE M	PO BOX 3972	CRESTEDBUTTE	CO	81224
49	3255-022-26-006	TEOCALLI TAVERN LLC	PO BOX 1807	CRESTEDBUTTE	CO	81224
50	---					
51	3255-022-28-037	CONN IRA M ETAL CONN HOLLY L	PO BOX 4163	CRESTEDBUTTE	CO	81224
52	3177-350-07-008	GARVEY KAMILEE M	PO BOX 272	CRESTEDBUTTE	CO	81224
53	3255-022-25-007	DESCOGNETS GWENDOLYN G TRUST	PO BOX 2438	CRESTEDBUTTE	CO	81224

EXHIBIT C – LIST OF ADJACENT LANDOWNERS

54	3255-022-27-002	GUNNISON BANK & TRUST COMPANY	232 W TOMICHI AVE	GUNNISON	CO	81230
55	3255-022-03-002	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
56	3255-022-02-010	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
57	3255-022-27-044	VANHORN KEVIN D	PO BOX 1748	CRESTEDBUTTE	CO	81224
58	3255-022-28-015	JESSE ANDREA D JESSE STEPHEN L ETAL	PO BOX 7164	GUNNISON	CO	81230
59	3255-022-36-012	CHANCELLOR SHELLEY L	PO BOX 2113	CRESTEDBUTTE	CO	81224
60	3255-022-03-001	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
61	3255-022-25-010	READ ANDREA B	300 HOFFETT PL	SANTABARBARA	CA	93117
62	3255-022-28-022	ANCOR FAMILY LP	4437 OAK RD	TULSA	OK	74105
63	3255-022-02-007	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
64	3255-022-28-038	LOFLIN JOHN R RAMOS LAURA A ETAL	PO BOX 955	CRESTEDBUTTE	CO	81224
65	3255-000-09-006	JD EQUITY LP	805 LAS CIMAS PKWY STE 350	AUSTIN	TX	78746
66	3255-022-04-009	HOLLIS WAYDE	PO BOX 624	CRESTEDBUTTE	CO	81224
67	3255-022-04-008	STARR ROBERT W	PO BOX 2685	CRESTEDBUTTE	CO	81224
68	3255-022-27-020	HICKEY JOHN P	PO BOX 2548	CRESTEDBUTTE	CO	81224
69	3255-022-28-030	WESTLING JEFF	PO BOX 2536	CRESTEDBUTTE	CO	81224
70	3177-350-07-005	REICH CHAD J	PO BOX 3956	CRESTEDBUTTE	CO	81224
71	3255-022-28-041	PULLEY DONALD	PO BOX 1595	CRESTEDBUTTE	CO	81224
72	3255-031-01-005	COOMBS COLEEN K	39 ALSTON PL	SANTABARBARA	CA	93108
73	3255-022-28-032	ROSCOE DEVELOPMENT CORP	8467 FIRETHORN CT	LONGMONT	CO	80503
74	3255-022-27-010	OCHS DAVID	PO BOX 2562	CRESTEDBUTTE	CO	81224
75	3255-022-27-018	MARRA JAMES H	PO BOX 101	CRESTEDBUTTE	CO	81224
76	3255-022-01-003	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
77	3255-022-02-008	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
78	3255-022-27-033	JAKINO RICHARD ANTHONY ETAL LAURITSEN ERIC D	1316 COLONIAL DR	MONTROSE	CO	81401
79	3255-022-28-008	SULLIVAN ROBERT TODD ETAL SWENSON HEATHER JOHAN	811 BALLANTINE RD	GOLDEN	CO	80401
80	3255-022-27-019	MOORE LYNN ANN	PO BOX 2004	CRESTEDBUTTE	CO	81224
81	3255-022-27-029	RUSSELL KENT D ETAL CARNAHAN MICHAEL J	418 ECHO LN	COLORADOSPRINGS	CO	80904
82	3255-022-26-019	DRUCKER MARK ETAL DRUCKER ALLISON	PO BOX 44	CRESTEDBUTTE	CO	81224
83	3177-350-03-012	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
84	3255-022-28-004	GRABER MICHAEL N & MARTHA A GRAVES REVOC STUCKY	16071 SANDRA LN	HUNTINGTONBEACH	CA	92649
85	3255-022-28-001	HEIDINGER CRAIG HEIDINGER PATRICIA A ETAL	4437 OAK RD	TULSA	OK	74105
86	3255-022-35-004	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
87	3255-022-28-029	MANNO ANGELA	42 COMMERCE ST #3F	NEWYORK	NY	10014
88	3255-022-28-012	AYRAUD CLAIRE D LIVING TRUST	41 SUMMER RD	SANTAFE	NM	87506
89	3255-022-04-002	BOARD OF COUNTY COMMISSIONERS OF THE COU	200 E VIRGINIA AVE STE 104	GUNNISON	CO	81230
90	3255-022-36-010	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
91	3255-022-27-022	CB MEADOWS LLC	1610 BLUEBELL AVE	BOULDER	CO	80302
92	3177-350-02-021	PARADISE VIEW LLC	1406 KENT LN	AUSTIN	TX	78703
93	3255-022-36-013	WALLIS SCOTT T	PO BOX 103	CRESTEDBUTTE	CO	81224
94	3177-350-07-009	HARLAN JAMES E	PO BOX 2797	CRESTEDBUTTE	CO	81224
95	3177-350-07-002	FULD SARAH E	PO BOX 981	CRESTEDBUTTE	CO	81224
96	3255-022-36-006	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
97	3255-022-27-026	LUKE JAMES A ETAL LUKE ANN M LUKE JENNIFER L	4225 DUNCAN CT	COLORADOSPRINGS	CO	80909
98	3255-022-27-016	BOYLE JAMES P ETAL BOYLE KATHERINE S	2195 BEAR DR	STEAMBOATSPRINGS	CO	80487
99	3255-022-01-002	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
100	3177-350-03-015	CYPRESS FOOTHILLS LP ATTN BRIAN PARRO	8343 DOUGLAS AVE STE 200	DALLAS	TX	75225
101	3255-022-27-008	MULLINS JOHN AND DONNA LIVING TRUST	660 11TH ST APT UNIT402	GOLDEN	CO	80401
102	3177-350-02-019	CRESTED BUTTE LAND TRUST	PO BOX 2224	CRESTEDBUTTE	CO	81224
103	3255-022-26-018	TWO KINDS OF SPURS LLC	PO BOX 2072	CRESTEDBUTTE	CO	81224
104	3255-022-25-005	LEVY MARGARET J	PO BOX 2720	CRESTEDBUTTE	CO	81224
105	3255-031-06-005	FORT GARTH C ETAL FORT NOLLY T	7803 89TH PL SE	MERCERISLAND	WA	98040
106	3255-022-01-001	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
107	3255-022-02-012	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
108	3255-022-25-018	MARTINEAU LAURA ANDERSON MARTINEAU ROBERT TYLER	PO BOX 41	CRESTEDBUTTE	CO	81224
109	3255-022-02-009	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224

EXHIBIT C – LIST OF ADJACENT LANDOWNERS

110	3255-022-27-013	POPKE SHELLY POPKE INGE T RUSSELL DAVID ETAL	PO BOX 1524	CRESTEDBUTTE	CO	81224
111	3255-022-28-011	WHISTLE PIG HOLDINGS LLC	3000 LA MANCHA DR NW	ALBUQUERQUE	NM	87104
112	3255-022-36-015	MAHONEY MARY	PO BOX 1721	CRESTEDBUTTE	CO	81224
113	3255-031-01-003	MOUNTAIN ASSET PARTNERS LLC	PO BOX 65	WEIMAR	TX	78962
114	3255-022-28-035	HEARTFIELD ELIZABETH M	PO BOX 724	CRESTEDBUTTE	CO	81224
115	3255-022-05-001	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
116	3255-022-27-007	GIER DEBORAH	PO BOX 3422	CRESTEDBUTTE	CO	81224
117	3177-350-02-020	SCHICHEL ADAM J	PO BOX 806	CRESTEDBUTTE	CO	81224
118	3255-022-35-005	CRESTED BUTTE FIRE PROTECTION DISTRICT	PO BOX 1009	CRESTEDBUTTE	CO	81224
119	3255-022-28-009	WRIGHT WALTER R	PO BOX 3078	TELLURIDE	CO	81435
120	3255-022-27-031	DELLINGER CHESTER M DELLINGER BARBARA L ETAL	1001 BONNIE DR	LAFAYETTE	LA	70503
121	3255-022-03-003	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
122	3255-022-27-006	RAINES MARY S LIVING TRUST MARY S RAINES RAINES	5266 VILLAGE WAY	FERNANDINABEACH	FL	32034
123	3255-031-01-008	KAPUSHION RUTH M FAMILY PARTNERSHIP LLLP	PO BOX 343	CRESTEDBUTTE	CO	81224
124	3255-022-36-003	QUIGGLE WILLIAM R ETAL QUIGGLE DORIS B	PO BOX 92	CRESTEDBUTTE	CO	81224
125	3255-031-06-007	SIXTH STREET STATION LLC	PO BOX 959	GUNNISON	CO	81230
126	3255-022-26-025	MCDOWELL HEATHER EGGEBRATEN TODD ETAL	PO BOX 1512	CRESTEDBUTTE	CO	81224
127	3255-022-23-017	SABROSA LLC C/O PETER BOGARDUS	31 MAGDALENA CT	HILLVALLEY	CA	94941
128	3255-022-25-006	DESCOGNETS GWENDOLYN G TRUST	PO BOX 2438	CRESTEDBUTTE	CO	81224
129	3255-031-01-004	COOMBS COLEEN K	39 ALSTON PL	SANTABARBARA	CA	93108
130	3255-022-28-027	LEVY MARGARET J	PO BOX 2720	CRESTEDBUTTE	CO	81224
131	3177-350-03-006	SPANN VIRGIL & LEE RANCHES INC	36781 US HIGHWAY 50	GUNNISON	CO	81230
132	3255-022-26-017	WILCOX CHRIS G WILCOX PHYLLIS T ETAL	66965 SOLAR RD	MONTROSE	CO	81403
133	3177-350-07-006	ROSSIGNOL VINCENT H	PO BOX 861	CRESTEDBUTTE	CO	81224
134	3177-344-00-001	KAPUSHION INA KRISTINE MEREDITH WAYNE L ETAL	PO BOX 343	CRESTEDBUTTE	CO	81224
135	3255-022-27-039	SWETZER TRENT HOWARD	PO BOX 1565	CRESTEDBUTTE	CO	81224
136	3255-022-28-023	ANCOR FAMILY LP	4437 OAK RD	TULSA	OK	74105
137	3255-022-02-003	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
138	3255-022-26-015	DESMARIS MAURICE	PO BOX 1484	CRESTEDBUTTE	CO	81224
139	3255-022-26-005	MCFEILL WALLACE ETAL HERKERT & HEISEL TRUNK COM	PO BOX 570	OWENSVILLE	MO	65066
140	3255-031-01-001	SIXTH STREET STATION LLC	PO BOX 959	GUNNISON	CO	81230
141	3255-022-36-004	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
142	3255-022-28-018	ZEINER KIMBERLY E ZEINER THOMAS C ETAL	14023 W ALASKA DR	LAKEWOOD	CO	80228
143	3255-022-03-004	COMMUNITY BANKS OF COLORADO	PO BOX 1670	CRESTEDBUTTE	CO	81224
144	3255-022-26-012	PERROT LESLIE C	1001 LINDRIDGE WAY NE	ATLANTA	GA	30324
145	3255-022-02-013	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
146	3177-350-07-007	CARTER LISBETH G	PO BOX 1114	CRESTEDBUTTE	CO	81224
147	3255-022-27-032	CC & C CRESTED BUTTE LLC	PO BOX 2277	CRESTEDBUTTE	CO	81224
148	3255-022-82-002	ROSS EVAN	PO BOX 2963	CRESTEDBUTTE	CO	81224
149	3255-022-27-009	MULLINS JOHN & DONNA LIVING TRUST	660 11TH ST UNIT 402	GOLDEN	CO	80401
150	3255-022-26-010	ELLINGTON CURTIS R REVOCABLE TRUST	10 BELFREY DR	GREER	SC	29650
151	3255-022-25-016	BOGARDUS PETER	31 MAGDALENA CT	HILLVALLEY	CA	94941
152	3255-031-06-012	KAPUSHION RUTH M FAMILY PARTNERSHIP LLLP	PO BOX 343	CRESTEDBUTTE	CO	81224
153	3177-350-03-011	SPANN VIRGIL & LEE RANCHES INC	36781 US HIGHWAY 50	GUNNISON	CO	81230
154	3255-022-27-003	MEADOWS CONDOMINIUM OWNERS ASSOC	PO BOX 2004	CRESTEDBUTTE	CO	81224
155	3255-022-27-027	SUNSPACE 1 LLC	1670 TIMBER LN	BOULDER	CO	80304
156	3255-031-06-011	DELANEY DANA B DELANEY JEFFERY C ETAL	2315 ALBION ST	DENVER	CO	80207
157	3255-022-28-021	ANCOR FAMILY LP	4437 OAK RD	TULSA	OK	74105
158	3255-022-28-013	ZOBS ANDRIS ZOBS DANA ETAL	PO BOX 2485	CRESTEDBUTTE	CO	81224
159	3255-022-28-014	TOMCAK AARON S	PO BOX 2556	CRESTEDBUTTE	CO	81224
160	3255-022-25-001	MCPHERSON PATRICK O	PO BOX 1780	PAONIA	CO	81428
161	3255-031-01-009	SIXTH STREET STATION LLC	PO BOX 959	GUNNISON	CO	81230

EXHIBIT C – LIST OF ADJACENT LANDOWNERS

162	3255-022-27-040	FUHRMANN THEODORE E	PO BOX 3328	CRESTEDBUTTE	CO	81224
163	3255-022-36-016	NORTON CAITH S	PO BOX 1614	CRESTEDBUTTE	CO	81224
164	3255-022-26-014	HAWLEY WILLIAM R ETAL HAWLEY CAROL J	165 FOAL DR	ROSWELL	GA	30076
165	3255-020-01-001	MARTENS RYAN A ETAL MARTENS WYNN B	900 69TH ST	BOULDER	CO	80303
166	3255-022-28-024	BURNS AUGUST C/O JEFFREY L BURNS	39 SCARBOROUGH PARK	ROCHESTER	NY	14625
167	3255-022-36-014	DUKE PATRICK C/O DIANE DUKE	PO BOX 112	SILVERTHORNE	CO	80498
168	3255-022-82-001	BELL CARMEN H ETAL TREADWELL ERIC	PO BOX 2961	CRESTEDBUTTE	CO	81224
169	3255-022-27-004	PRITCHETT JANA E	PO BOX 2172	CRESTEDBUTTE	CO	81224
170	3255-022-27-041	BOYCE MARK BOYCE MICHAEL R ETAL	PO BOX 2696	CRESTEDBUTTE	CO	81224
171	3255-022-27-015	CARNEY ROB RYDER ETAL CARNEY JAMES B	PO BOX 1901	CRESTEDBUTTE	CO	81224
172	3255-031-06-013	TERRENO LLC	PO BOX 343	CRESTEDBUTTE	CO	81224
173	3255-022-27-012	TSCHUMPER BRIAN A	930 ACOMA ST UNIT 320	DENVER	CO	80204
174	3255-022-27-021	PEZZATINI DANTE	5400 RIVIERA DR	MIAMI	FL	33146
175	3255-022-35-002	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
176	3255-022-04-006	RIVERA MARLENY FRANCO AGIRRE CRUZ ENRIQUE ETAL	PO BOX 2995	CRESTEDBUTTE	CO	81224
177	3255-022-26-016	DICKERSON WILLIAM	PO BOX 637	CRESTEDBUTTE	CO	81224
178	3255-031-01-002	FAUST MOUNTAIN PROPERTIES LLC	PO BOX 672	CRESTEDBUTTE	CO	81224
179	3255-022-28-010	STROUSE SCOTT	PO BOX 2457	CRESTEDBUTTE	CO	81224
180	3255-022-25-009	BERV JASON A ETAL ABU HAIDAR SUMAYA	PO BOX 1515	CRESTEDBUTTE	CO	81224
181	3255-022-27-011	MADELEY DAN OWEN ETAL ALLEY MARY CLARE	208 W DAVIS ST	CONROE	TX	77301
182	3255-022-26-008	CHATWOOD K HIMI	PO BOX 2330	CRESTEDBUTTE	CO	81224
183	3255-022-27-043	STAI BROCK WALTER	PO BOX 1441	CRESTEDBUTTE	CO	81224
184	3255-022-27-017	BURROWES JEFFREY P ETAL BURROWES BARBARA H	13192 W JEWELL CIR	LAKEWOOD	CO	80228
185	3255-022-02-004	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
186	3255-022-28-019	ROBINSON TRUST TERRY K & KAREN M ROBINSON	22 WILLDEN DR	CAMARILLO	CA	93010
187	3255-022-36-019	SHEA BRYAN M	PO BOX 2883	CRESTEDBUTTE	CO	81224
188	3255-022-02-001	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
189	3255-022-36-017	ALVAREZ ROXANA D LAMAR CRAIG B ETAL	PO BOX 623	CRESTEDBUTTE	CO	81224
190	3255-022-27-023	PULLEY DONALD	PO BOX 1595	CRESTEDBUTTE	CO	81224
191	3255-031-06-009	OTT KEVIN C AND ROSALIE M REVOCABLE TRUS	PO BOX 1537	CRESTEDBUTTE	CO	81224
192	3255-022-02-006	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
193	3255-022-27-001	GUNNISON BANK & TRUST COMPANY	232 W TOMICHI AVE	GUNNISON	CO	81230
194	3255-022-27-038	PULLEY DONALD	PO BOX 1595	CRESTEDBUTTE	CO	81224
195	3255-022-28-017	HUTCHINSON MICHAEL	UNIT 62206	APO	AE	09812
196	3255-022-28-033	ARMSTRONG JOHN HALEY MARY MICHAEL ETAL	213 N 10TH ST UNIT A	CARBONDALE	CO	81623
197	3255-022-27-028	SCHEIBE PAYOT ONEAL III	909 TULIP ST	MITCHELL	IN	47446
198	3255-022-28-026	CASKEY KOREN S	PO BOX 1896	CRESTEDBUTTE	CO	81224
199	3255-022-27-024	JERVEY EMILY FAYE	PO BOX 3934	CRESTEDBUTTE	CO	81224
200	3255-031-06-003	TJOSSEM FREDERICK TJOSSEM PAULA STORCH ETAL	10737 MIDSUMMER LN	COLUMBIA	MD	21044
201	3255-022-26-002	BRAKEFIELD JEFFREY BRAKEFIELD CHRISTINE ETAL	480 6 MILE RD NE	COMSTOCKPARK	MI	49321
202	3255-022-25-004	RAINES BRYAN RAINES MARY S ETAL	5266 VILLAGE WAY	AMELIAISLAND	FL	32034
203	3255-022-27-025	KENNEALLY DANIEL F KENNEALLY MARTIN	15 STUYVESANT OVAL APT 12H	NEWYORK	NY	10009
204	3255-022-28-039	CAMPANA ANTHONY C	PO BOX 2472	CRESTEDBUTTE	CO	81224
205	3255-022-26-003					
206	3255-022-27-042	MAGNER LAURA L	PO BOX 580	BOULDER	CO	80306
207	3255-022-26-009	BLASER NICOLE M	PO BOX 964	CRESTEDBUTTE	CO	81224
208	3255-022-27-046	BURGGRAF WILLIAM T J	PO BOX 10183	ASPEN	CO	81612

EXHIBIT C – LIST OF ADJACENT LANDOWNERS

209	3177-350-07-001	PARR TERESA A PARR JACOB ETAL	PO BOX 1984	CRESTEDBUTTE	CO	81224
210	3255-022-26-020	BARNARD KIM BARNARD MICHAEL ETAL	908 W 1ST ST	MOUNTPLEASANT	TX	75455
211	3177-354-00-001	MOON RIDGE RANCH LLC	7607 FERN AVE # 701	SHREVEPORT	LA	71105
212	3177-350-07-004	SCHMIDT JAMES A	PO BOX 755	CRESTEDBUTTE	CO	81224
213	3177-350-07-010	ARKOETTE DAVID F JR	PO BOX 1324	CRESTEDBUTTE	CO	81224
214	3255-022-02-014	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
215	3177-350-06-003	CRESTED BUTTE TOWN OF	PO BOX 39	CRESTEDBUTTE	CO	81224
216	3255-022-27-014	HILDEBRANDT PAUL JOHN	PO BOX 2012	CRESTEDBUTTE	CO	81224
217	3255-022-27-047	ANTONCZYK JEFFREY	PO BOX 2378	CRESTEDBUTTE	CO	81224
218	3255-022-28-028	SINGLETON ELIZABETH ASHLEY	PO BOX 2235	CRESTEDBUTTE	CO	81224

Attachment 14A-
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 Town 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@cypressecurities.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@cypressecurities.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

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

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

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: Dring C. Large
Name: Dring C. Large
Title: CA/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.

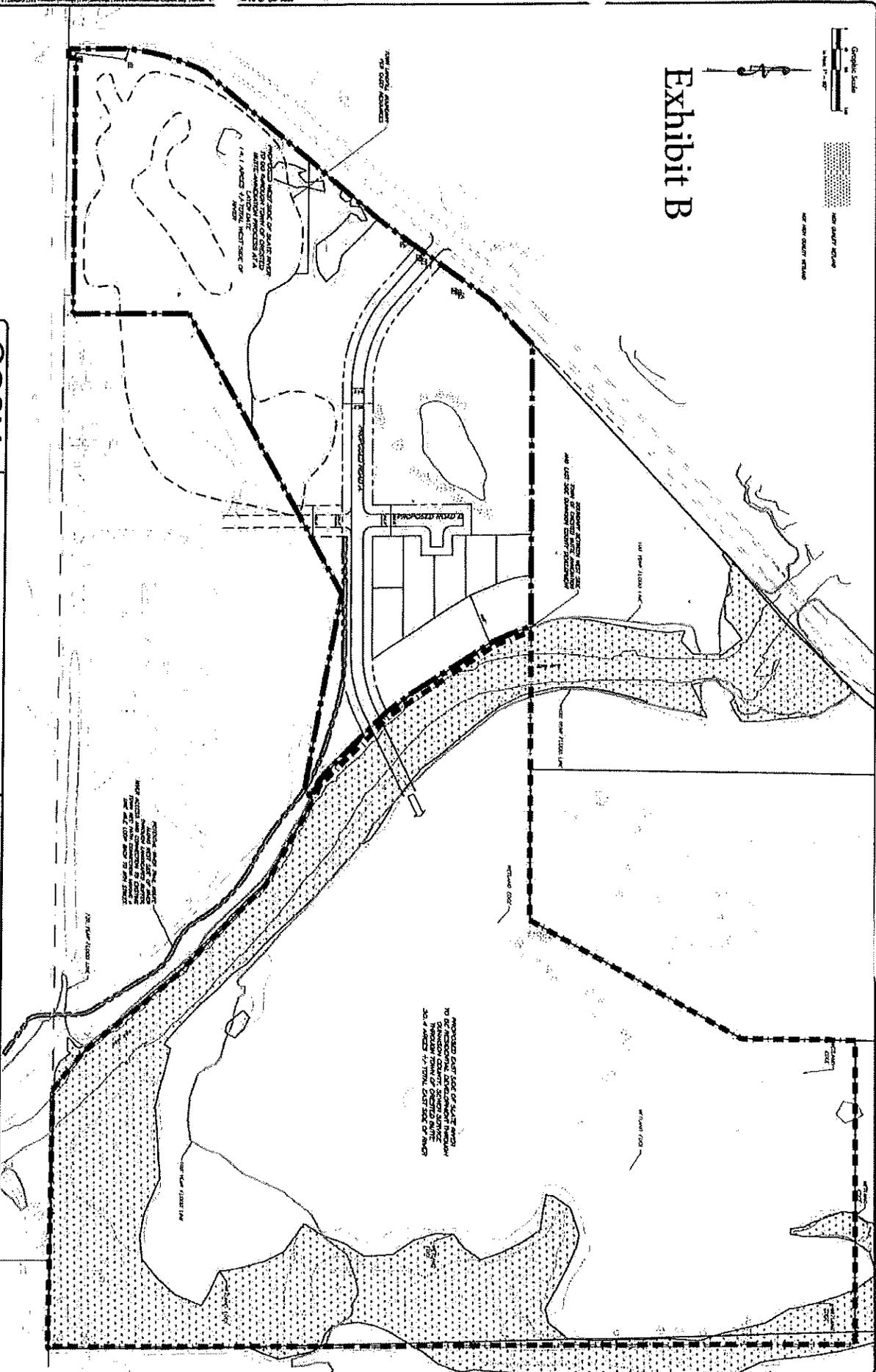
K Simillion Gunnison County, CO
3/14/2016 2:30:28 PM
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638399
Page 22 of 26
R 136.00 D 0.00





Exhibit B



NOT FOR CONSTRUCTION

100 W. FORT ST. Suite A
Gunnison, CO 81231
970.241.5353 www.sgm.com

Slate River Development
Exhibit B

Sheet No.	Revision	Date	By
1			

Extension of Sewer Service
Property Exhibit

DATE	2015.03.10	1
BY	UNP/ML	2

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. 568803, 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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Attachment 14B-
Amendment to Pre-Annexation Agreement

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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 7th 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 15th, 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 15th, 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.¹ 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.

¹ 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

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

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

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

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

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. 4.² 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, 6th 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 division of the McCormick Ditch is located at a point whence the northeast corner of Section 3, Township 14 South, Range 86 West, 6th 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, 6th P.M., bears North 67 degrees East 890 feet.

² 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.

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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

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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 it 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,

Attachment 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

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:

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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.

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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 8th 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**.

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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

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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 16th, 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.

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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.

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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

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

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

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

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 16TH, 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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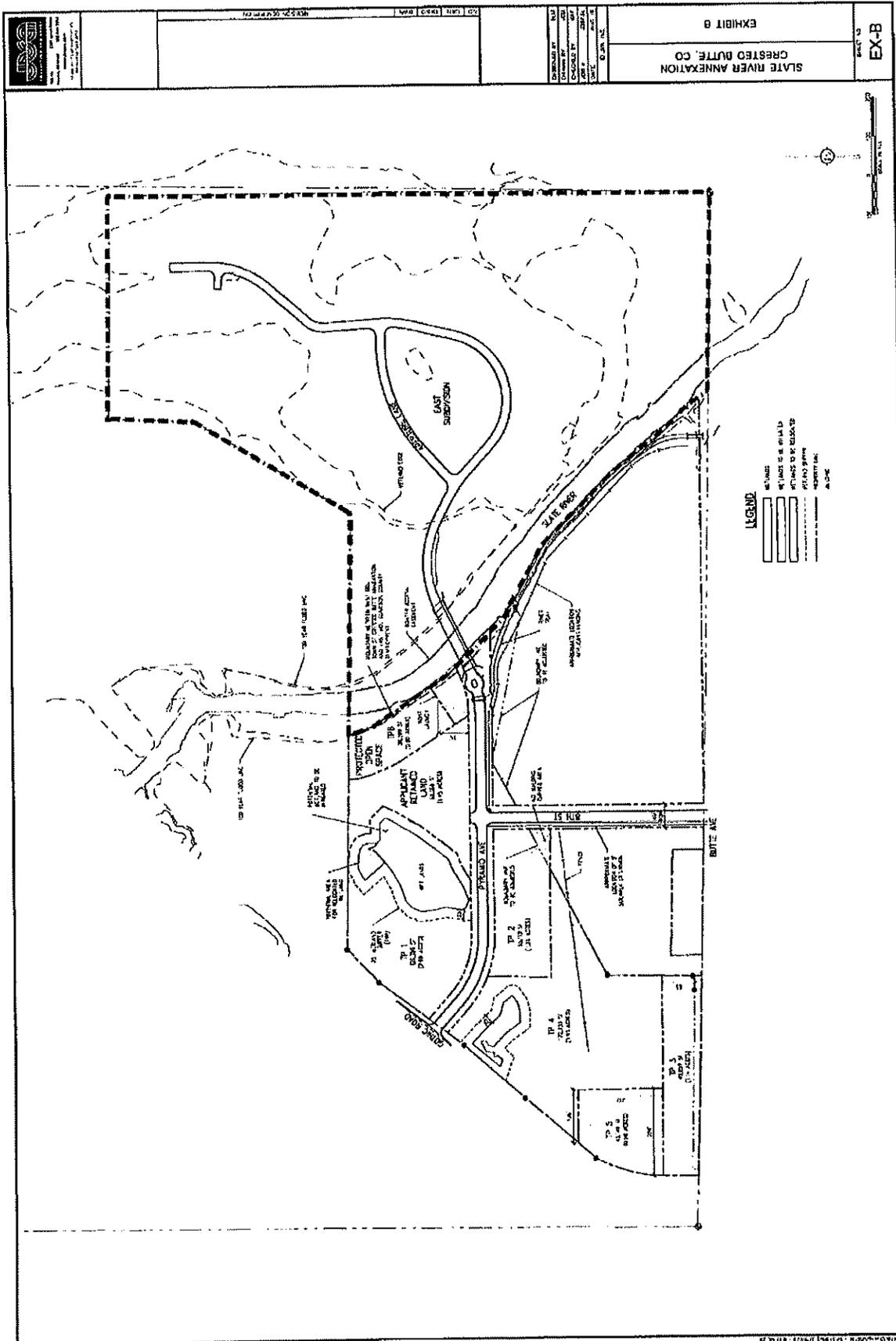
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EXHIBIT B

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**EXHIBIT C IS ATTACHED TO THE ORIGINAL PRE-ANNEXATION AGREEMENT
DATED FEBRUARY 16TH, 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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EXHIBIT E

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EASEMENT AGREEMENT FOR CEMETERY WATER LINE

This Easement Agreement (this "Agreement") is entered into this 7th 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 648057¹ ("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

¹ All references to recorded documents are to documents recorded in the real property records of Gunnison County, Colorado.

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(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

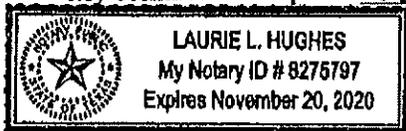
By: *Brian Parr*, its Vice President

TEXAS)
STATE OF COLORADO)
DALLAS)ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 7th 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: *Paul A. Shmidt*

ATTEST:

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Gunnison County, CO

Lynelle Stanford

Lynelle Stanford, Town Clerk

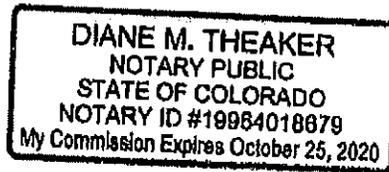
STATE OF COLORADO)
)ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 28th 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

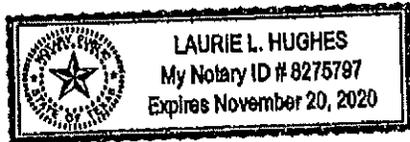
~~STATE OF COLORADO~~)
TEXAS)ss.
DALLAS)
~~COUNTY OF GUNNISON~~)

The foregoing instrument was acknowledged before me this 7th 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 L. Hughes
Notary Public



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Exhibit A



www.sgm-inc.com

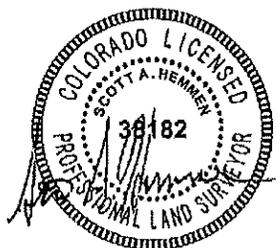
Utility Easement Description

A Utility Easement situated in the SW1/4 Section 35, T.13S., R.86W., of the 6th 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 LS 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.

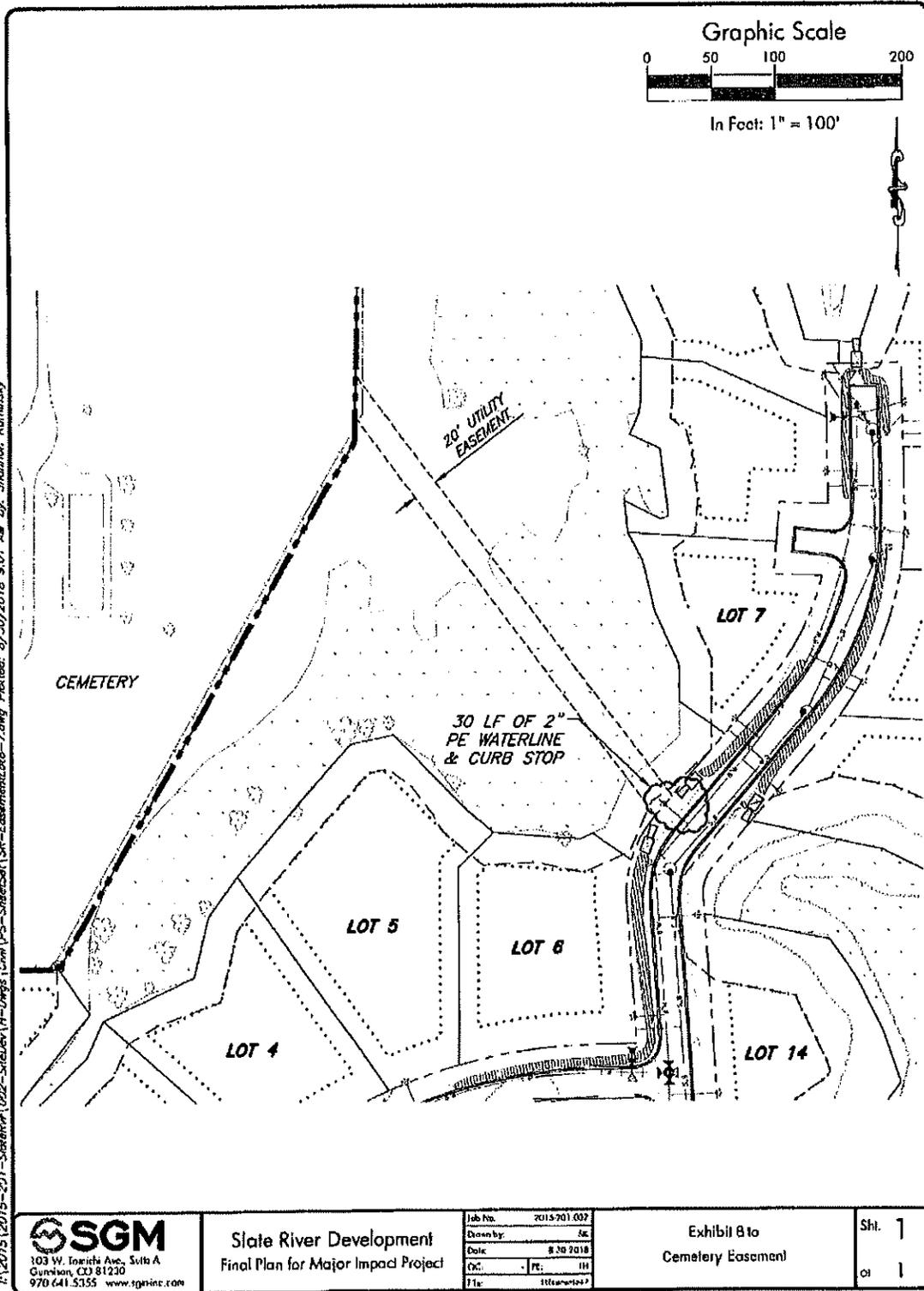
Legal Description Created By
Scott A. Hemmen
Colorado PLS #38182
For, and on behalf of SGM



October 5, 2018

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