

## Keystone Planning & Zoning Commission Agenda

The Keystone Planning & Zoning Commission will have a meeting on June 27, 2024, at 5:30 p.m. at 1628 Sts. John Rd, Keystone, CO 80435 in Council Chambers.

- I. CALL TO ORDER, ROLL CALL
- II. APPROVAL OF AGENDA
- III. CONSENT AGENDA NONE

## IV. NEW BUSINESS

- A. Election of Officers
- B. Discussion of Bylaws

## V. PUBLIC HEARINGS

A. TOK24-002 - Class 4 Site Plan Review for Camber Townhomes a 14-unit townhome (t2 market rate units and 2 deed restricted units) project on 1.007acres, zoned Ski Tip West PUD, Craig Parcel, Tract F, Ski Tip West PUD, TR 5-76 Sec 19 Qtr. 1

## VI. OTHER - NONE

VII. ADJOURNMENT

## PLANNING & ZONING COMMISSION BYLAWS

**These Bylaws** are intended to direct and assist the Planning & Zoning Commission for the Town of Keystone, Colorado, in the conduct of meetings and the conduct of public business. These Bylaws and Procedures shall be interpreted consistently with the Keystone Home Rule Charter ("Charter") and, in the event of a conflict between these Bylaws and Procedures and the Charter, the Charter shall govern and control.

#### I. Members and Officers

#### 1.1 <u>Members of the Planning and Zoning Commission</u>

The Planning and Zoning Commission shall consist of seven (7) regular members and two (2) alternate members who shall be appointed by the Town Council in accordance with Town of Keystone Ordinance 2024-O-01. For purposes of these bylaws, references to "Planning and Zoning Commission members" shall include *all* members whether regular or alternate members unless otherwise specified. Each member of the Planning and Zoning Commission shall serve for a term of three (3) years and shall be subject to term limits as set forth in Town of Keystone Ordinance 2024-O-01.

#### 1.2 <u>Chair – Presiding Officer</u>

The Planning & Zoning Commission shall elect one of its members to serve as Chair. The process for nomination and election of the Chair shall be determined by the Planning & Zoning Commission. The Chair shall be the Presiding Officer at all meetings of the Planning & Zoning Commission. The Chair is a regular member of the Planning & Zoning Commission. The role of Presiding Officer may be assigned to another member of the Planning & Zoning Commission in accordance with the Rules of Order.

#### 1.3 Vice Chair

The Planning & Zoning Commission shall elect one of its members to serve as Vice Chair. The process for nomination and election of the ViceChair shall be determined by the Planning & Zoning Commission. The Chair shall be the Presiding Officer at all meetings of the Planning & Zoning Commission. The Chair is a regular member of the Planning & Zoning Commission. The role of Presiding Officer may be assigned to another member of the Planning & Zoning Commission in accordance with the Rules of Order.

#### 1.4 <u>Temporary Chair</u>

a. In the event of the absence, conflict of interest, or disability of both the Mayor and Mayor Pro Tem that would prevent them from attending any meeting of the Planning & Zoning Commission, the Town Clerk shall call such meeting to order and shall call the roll. The Planning & Zoning Commission shall then proceed to elect, by a majority vote of those present, a Member to serve as the Temporary Chairperson for the meeting.

b. The Temporary Chairperson shall serve as Presiding Officer until the arrival or the resolution of the conflict of interest of the Mayor or Mayor Pro Tem at which time the Temporary Chair shall relinquish the chair upon conclusion of the agenda item or other business then before the Planning & Zoning Commission.

#### 1.5 <u>Alternate Members</u>

While serving as an alternate, an alternate member is authorized to participate in discussion and debate on all matters pending before the Planning and Zoning Commission, including expressing an opinion on motions or matters pending before the Planning and Zoning Commission. However, while serving as an alternate, an alternate member shall not be included in the determination of a quorum, may not propose or second a motion, may not propose amendments to any motion, and may not vote on any motion.

The Presiding Officer shall temporarily assign an alternate member to serve in the position of a regular member in the event of an absence of a regular member during all or any portion of a meeting of the board, commission or committee. When assigned to fill a regular position during a meeting, the alternate member shall assume all rights, duties and obligations of the regular member during the period of assignment and may cast a vote on any matter pending before the board, commission or committee. Upon the return of a regular member to a meeting prior to adjournment, the regular member shall replace the alternate member at the conclusion of the matter then under discussion. The selection of alternate member to temporarily serve in the position of the regular member shall be determined by a coin toss. Only the alternate members who have participated in all necessary meetings may participate in the coin toss.

The alternate member shall be named by the Planning & Zoning Commission as a regular member in the event of a vacancy in the position of a regular member with notice to follow to the Town Clerk and Town Council. If alternates are designated as first alternate and second alternate, the first alternate shall be named as the regular member to fill the vacancy first and the second alternate shall become the first alternate.

## II. Planning and Zoning Commission Meetings.

#### 2.1 <u>Regular Meetings</u>

- a. The Planning & Zoning Commission may meet regularly each month on the third Wednesday of the month.
- b. For ease of administration, an approved schedule of meeting dates, times, and places for regular meetings may be administratively considered and approved for each calendar year by the Planning & Zoning Commission.

The Planning & Zoning Commission reserves the authority to modify or adjust any previously approved meeting schedule or to change meeting days or times as may be needed for convenience or to accommodate holidays, anticipated lack of quorum, and other events or circumstances.

c. When a regular meeting must be cancelled due to unforeseen or unanticipated circumstances, such as but not limited to emergency, adverse weather conditions, absence of quorum, or failure to post any required public notice, the Chair, or the Vice Chair in the Chair's absence, is authorized to instruct staff to cancel the regular meeting and the Mayor may reschedule the meeting to another date and time. The Town Clerk shall prepare a notice of the meeting cancellation and the rescheduled meeting and shall cause the notice to be delivered through reasonable and customary means, including by posting notice on public entry doors of the Keystone Center and posting on the Town's Website.

#### 2.2 Special Meetings

- a. Special meetings of the Planning & Zoning Commission shall be called by the Town Clerk on the oral request of two (2) or more members of the Planning & Zoning Commission with at least twenty-four (24) hours' notice to each member of the Planning & Zoning Commission and to the public, delivered in accordance with any requirements of the Charter and the Colorado Open Meetings Law.
- b. No business shall be conducted at a special meeting of the Planning & Zoning Commission unless the business has been stated in the notice of such meeting; except that any business which may lawfully come before a regular meeting of the Planning & Zoning Commission may be transacted at a special meeting if all members of the Planning & Zoning Commission present consent thereto and all the Members absent file their written consent.
- c. Executive sessions may be held during any properly convened special meeting.

#### 2.3 <u>Study or Work Sessions</u>

- a. The Planning & Zoning Commission may hold study or work sessions as deemed necessary or desirable. Study or work sessions shall be called in the same manner as a Special Meeting or called by the Community Development Director in consultation with the Town Manager.
- b. No legally binding or formal action shall be taken at any such session. The Planning & Zoning Commission may provide general administrative direction to the Town Staff by simple concurrence or consensus of the members of the Planning & Zoning Commission.

- c. A study or work session shall *customarily* be limited to the presentation of information to the Planning & Zoning Commission and the Planning & Zoning Commission's discussion of such information. Public comment upon matters under study or discussion shall not be typically entertained except upon concurrence of the members in attendance. No Quorum shall be required at any study or work session.
- d. Executive sessions shall not be conducted during a study or work session.

#### 2.4 <u>Quorum</u>

Where a quorum is required by these Bylaws, a majority of the members of the Planning & Zoning Commission in office shall constitute a quorum for the transaction of business at all Planning & Zoning Commission meetings. In the absence of a Quorum, a meeting may be rescheduled to a later date and time as permitted by Planning & Zoning Commission's adopted Rules of Order.

#### 2.5 <u>Meetings to be Public</u>

All meetings of the Planning & Zoning Commission shall be open to the public except as permitted by law. At Planning & Zoning Commission meetings, members of the public shall have a reasonable opportunity to be heard except for those meetings that are designated as study or work sessions. In compliance with the Colorado Open Meetings Law, the Town Clerk shall keep a record of the proceedings of each meeting. The intent is that, when feasible, Planning & Zoning Commission will allow for a remote meeting option for the public's attendance and participation at open meetings. (Charter § 3.5) The Planning & Zoning Commission may adopt a remote meeting policy to further define the public's attendance and participation through the remote meeting option.

#### 2.6 Planning & Zoning Commission Attendance and Absences

- a. All Planning & Zoning Commission members are expected to attend all regular, special, work and study session meetings unless excused from attendance in accordance with this section. Members are expected to attend Planning & Zoning Commission meetings in person unless a different form of attendance is authorized or in person attendance is excused. (Charter § 3.9)
- b. Three (3) or more unexcused absences by a member of the Planning & Zoning Commission in any one (1) calendar year shall constitute grounds for sanctions or removal.
- c. Excused Absences.
  - 1. The Presiding Officer <u>shall</u> excuse an absence of any Member from all or any portion of a meeting where:

- (i) The Member contacted the Chair, Community Development Director, or Town Clerk *in advance* of the meeting regarding the reason for the absence; *and*
- (ii) The reason for the absence is due to vacations scheduled well in advance of a meeting or circumstances that were unforeseeable or unavoidable, such as but not limited to, emergency, illness, or last-minute familial obligations. An excuse shall not be granted where the Member's absence is due to the person's desire to attend other meetings or functions unless the person's attendance at the meeting or function was: (i) requested or directed by the Planning & Zoning Commission; or (ii) undertaken in the Member's appointed role as Planning & Zoning Commission representative to a board, commission, or body.
- (iii) An absence may not be excused if the Member has been absent for more than two (2) consecutive regular meetings due to a vacation.
- (iv) If a Member is absent for both a work or study session on the same date, that absence is only counted as one and not two absences.
- (v) If advance notice is provided, an excused absence may be ratified by Planning & Zoning Commission on the consent agenda.
- 2. The Presiding Officer <u>may</u> excuse an absence of any Member from a meeting or a portion of a meeting *subsequent to* the meeting where:
  - (i) The Member's requested excuse was due to circumstances that were unforeseeable or unavoidable, such as but not limited to, accident, emergency, illness, or last-minute familial obligations; and
  - (ii) The circumstances surrounding the excuse did not permit the Member to timely contact the Chair, Community Development Director, or Town Clerk prior to the meeting as provided by paragraph (B) above.
- d. The Presiding Officer's decision regarding the recognition or denial of any absence shall be subject to appeal as provided by the Rules of Order.

#### 2.7 <u>Town Attorney</u>

The Planning and Zoning Commission may, at any time, call upon the Town Attorney for an oral or written opinion to decide any question of law related to the duties of the Planning and Zoning Commission. Members of the Planning and Zoning Commission shall seek the assistance of the City Attorney for direction on legal issues and matters such as motions for executive session.

#### 2.8 <u>Community Development Director</u>

The Community Development Director or an appointed senior Staff member and designated Community Development Staff members shall attend all meetings of the Planning and Zoning Commission unless excused by the Planning and Zoning Commission or by the Town Manager. The Community Development Director shall keep the Planning and Zoning Commission fully advised as to all matters related to the planning and zoning conditions and needs of the Town. The Community Development Director may make recommendations to the Planning and Zoning Commission and may take part in discussions on all matters coming before the Planning and Zoning Commission but shall have no vote in the meetings.

#### 2.9 Town Clerk, Written Minutes, and Official Record

- a. The Town Clerk, or the Town Clerk's designated representative, shall attend and shall keep written minutes of each regular or special meeting of the Planning & Zoning Commission. Written meeting minutes may be a brief and concise summary or synopsis of actions taken by the Planning & Zoning Commission, the titles of ordinances and resolutions considered, votes taken, and other action items and general topics of discussion. Meeting minutes need not record what was said during the meeting.
- b. The minutes shall record how each Member voted on each question, except that where the vote was unanimous it shall only be necessary for the minutes to so state.
- c. The official record of a Planning & Zoning Commission meeting shall be the Town's electronic recording of the meeting, if any, and in the absence of an electronic recording or in the event of recording equipment malfunction, the official record shall be the written meeting minutes.
- d. A Member shall have the privilege of having his or her statement on any subject then under consideration by the Planning & Zoning Commission entered into the written minutes. Such request must be made before the Presiding Officer puts the question to a vote and must be accompanied by the statement, "For the Record," to alert the Town Clerk of the need to include such remarks in the written minutes. A Member's lengthy statement for the record is strongly encouraged to be submitted to the Town Clerk in writing prior to the meeting. At the Town Clerk's discretion, unwritten lengthy oral statements may be summarized in the written minutes with attribution to the speaker.
- e. Minutes of a previous meeting will not be read provided each member of Planning & Zoning Commission has been provided access to a copy of the minutes in advance of the meeting at which the minutes are to be approved.

Written minutes shall be initially set for approval on a consent agenda. Any Member may request that the minutes be removed from the consent agenda for full discussion and consideration of proposed amendments or revisions by the Planning & Zoning Commission prior to any motion for approval. Every Member may, at the member's option, vote to approve or reject the minutes of any meeting notwithstanding such member's absence from the meeting.

- f. At any time prior to the Town Clerk's certification of the minutes as approved by the Planning & Zoning Commission, the Town Clerk may change the minutes to correct spelling or typographical errors, provided that such change does not alter the substance or meaning of the minutes.
- g. The Clerk of the meeting at which the minutes are approved shall sign the approved minutes.

#### 2.10 Agenda and Order of Business

- a. A regular meeting of the Planning & Zoning Commission will have an established order of business generally along the following guidelines which may be modified by the Presiding Officer in accordance with the Rules of Order:
  - 1. Call to Order
  - 2. Roll Call of Members (determination of quorum)
  - 3. Approval of Consent Agenda (including Minutes of Preceding Meeting(s))
  - 4. General Business/Official Action
  - 5. [Consideration of Applications/Public Hearings if applicable]
  - 6. Other Business/Reports
  - 7. Adjournment

#### 2.11 Setting Agendas

The Chair and the Community Development Director have the task of setting the meeting agendas for regular and special meetings and for work sessions of the Planning & Zoning Commission. In addition, two members of the Planning & Zoning Commission may request that the Community Development Director place an item on a meeting agenda.

#### III. Meeting Procedures.

#### 3.1 <u>Parliamentary Rules/Rules of Order</u>

- Bob's Rules of Order for Colorado Local Governments (Peak Nine Press 2023) shall be the parliamentary rules of order for meetings of the Planning & Zoning Commission ("Rules of Order").
- b. The following additional rules shall be incorporated into the Rules of Order:
  - 1. A Member shall not engage in the review or transmission of electronic mail or other forms of digital communications or be connected to the Internet during any quasi-judicial matter.
  - 2. Addressing the Planning & Zoning Commission Time Limitations.
    - Member's access to the floor when addressing the Planning & Zoning Commission shall be limited in time as provided by the Rules of Order;
    - (ii) Guests, presenters, and speakers invited to present to the Planning & Zoning Commission shall be limited in time as established or directed by the Presiding Officer; and
    - (iii) For all other persons wishing to address the Planning & Zoning Commission (other than public hearings, see V. below), such persons shall be limited to three (3) minutes for any presentation unless the Presiding Officer establishes a different time limitation applicable to all such persons wishing to address the Planning & Zoning Commission.

#### c. Voting Methods.

- 1. A simultaneous voice vote or show of hands shall generally be used provided that an announcement is made regarding the result of the vote, including identification of Member(s) voting on the non-prevailing side.
- 2. The Presiding Officer may direct a vote to be made by roll call. A roll call vote by voice shall be *required* for:
  - (i) All ordinances on final reading;
  - (ii) Any resolution appropriating or borrowing money;
  - (iii) Any resolution pertaining to new or existing taxes;
  - (iv) Any action concerning an initiative or referendum petition; and
  - (v) Conveyance of interests in real property.

3. Manner of Roll Call. When roll call voting is used, the roll call vote shall be taken in alphabetical order in a rotating manner, as follows: on the first roll call vote for the meeting, the Town Clerk will begin with the first Member's name on the list; on the second vote, the Town Clerk will begin with the second Member's name on the list and end with the first Member name on the list, and continue to rotate the order in this manner. Such rotation will continue without interruption from meeting to meeting.

#### 3.2 <u>Meeting Decorum</u>

- a. For regular and special meetings, each Member shall be addressed as Mr./Ms. (last name) or Member (last name); the Mayor shall be addressed as Mr./Ms. Mayor or Mayor (last name); Town staff, citizens, consultants, contractors shall be addressed as Mr./Ms. (last name). A less formal recognition of Members and others shall be acceptable for study or work sessions and executive sessions.
- b. At any regular or special meeting of the Planning & Zoning Commission, any member of the public desiring to address the Planning & Zoning Commission shall first secure the permission of, and be recognized by, the Presiding Officer.
- c. Each person addressing the Planning & Zoning Commission shall be asked to provide his or her name and address for the record. All comments shall be addressed to the Presiding Officer and to the Planning & Zoning Commission as a body and not to any particular Member thereof or to other members of the audience.
- d. Actions which unreasonably disrupt a meeting shall be out of order. "Disrupt" shall mean evidently intended or designed to prevent, or reasonably preventing, the Planning & Zoning Commission from conducting business. Disruptive actions may include, but not limited to: (i) constant or consistent shouting following the Presiding Officer's request to speak in a conversational voice; (ii) the use of horns, bells, or other sources of unwanted and unnecessary sound or noise; (iii) repeated speaking or interruption of the meeting without first obtaining the floor or without being acknowledged by the Presiding Officer; or (iv) threats of harm or violence. Refusal to heed requests to cease disruption may subject the person to removal from the meeting.
- e. The use of amplified sound or noise in any meeting shall not be permitted unless approved by the Presiding Officer as a necessary part of a presentation by a speaker. The Town's use of methods to amplify the voices of the Members shall be permitted.
- f. To prevent obstructing the view and hearing of persons attending a meeting, posters, banners, signs, or other forms to display shall be permitted in meeting rooms provided that such items or materials are

placed against and along the side perimeter walls of the room in a manner not to interfere with access or the safety of attendees. No posters, banners, signs, or other forms to display shall be located behind the Planning & Zoning Commission dais. The Presiding Officer may designate the appropriate location(s) for posters, banners, signs, or other forms to display.

#### **IV.** Public Hearings – Procedures.

Public hearings required by law shall be conducted in general accordance with the following procedures. Deviations from these procedures that do not substantially affect the fairness and outcome of the hearing shall be permitted with or without approval of the Planning & Zoning Commission.

- a. Town Clerk or designee shall read the title or subject matter of the item into the record.
- b. The Presiding Officer, in the order indicated, will:
  - 1. Declare the public hearing open;
  - 2. Announce the public hearing procedures (if such procedures were not previously explained to the audience in a prior hearing during the same meeting);
  - 3. Establish, when determined to be necessary, reasonable time limits for the presentation to the Planning & Zoning Commission of public comments and testimony during the hearing. Where no other time limits are established:
    - (i) Town staff or Town consultants shall not be limited except as directed by the Presiding Officer;
    - An applicant, permittee, or petitioner (or their representative) whose property or other legal rights are the subject of determination during the public hearing shall not be subject to time limitations provided that the applicant, permittee, or petitioner avoids redundant and duplicative testimony or presentation of evidence;
    - (iii) Scheduled speakers invited to present information to the Planning & Zoning Commission shall not be subject to time limitations except as directed by the Presiding Officer; and
    - (iv) All other persons shall be limited to three (3) minutes;
    - 4. Ask for an introductory presentation by the Town Administration, if appropriate;
    - 5. Ask for the applicant's, permittee's, or petitioner's presentation, if appropriate;

- 6. Provide opportunity for public presentation by those who are in favor of the matter, opposed to the matter, or who may have general questions regarding the pending matter.
- 7. Any person speaking or presenting any information at the hearing may be questioned by the Planning & Zoning Commission and, with the consent of the Presiding Officer, by the Town Administration.
- 8. The Presiding Officer will ask, at times during the hearing determined by the Presiding Officer, if any member of Planning & Zoning Commission has any questions of, or desires any additional information from, anyone who has spoken or has presented information during the hearing. If such is the case, a member of Planning & Zoning Commission may direct the question and/or request through the Presiding Officer to such individual and the response will be limited to the answer of the question, as stated.
- c. Cross-examination of persons providing testimony or evidence shall not be permitted.
- d. The Presiding Officer may, on his/her own initiative or at the request of a Member or the applicant, permittee, or petitioner, afford the applicant, permittee, or petitioner an opportunity to rebut or address statements or testimony presented by the general public or Town Administration. Rebuttal shall be limited only to subjects and matters raised during the hearing and is not intended to provide an opportunity for the applicant, permittee, or petitioner to present new evidence or information not offered during the main presentation. The Presiding Officer may, in the Officer's discretion, provide an opportunity for the general public to address issues, information, or matters newly raised during a rebuttal.
- e. Following questions from Planning & Zoning Commission, the Presiding Officer will declare the public hearing closed and the matter will be remanded to the Planning & Zoning Commission for consideration.
- f. Upon the closure of the public hearing, the Planning & Zoning Commission will seek to avoid additional questioning of any hearing participant except as may be found necessary by the Presiding Officer to quickly clarify a factual question or resolve a factual matter of dispute between members of the Planning & Zoning Commission. No additional unsolicited testimony shall be entertained or accepted by the Planning & Zoning Commission. The public hearing may only be reopened for good cause shown by a majority vote of the quorum present and only for the sole purpose of receiving specifically identified and focused testimony. In the event a public hearing is reopened, all persons in attendance shall be provided an opportunity to provide testimony regarding the specifically identified matter for which the hearing was reopened.
- g. The Planning & Zoning Commission may, with leave of the Presiding Officer, request legal advice or direction from the Town Attorney at any time.

#### VI. Amendments.

These Bylaws may be amended by a majority vote of Members present at a Planning & Zoning Commission meeting at which a quorum exists. Any proposed amendments shall be submitted in writing to each member of Planning & Zoning Commission at least two (2) weeks in advance of the Planning & Zoning Commission meeting at which such amendments are to be considered.

ADOPTED BY THE PLANNING & ZONING COMMISSION THIS \_\_\_\_\_DAY OF\_\_\_\_\_, 2024, BY RESOLUTION \_\_\_\_-P-\_\_\_.

## TOWN OF KEYSTONE, COLORADO STAFF REPORT

TO:	Town of Keystone Planning & Zoning Commission
THROUGH:	John Crone, Town Manager, Jennifer Madsen, Town
Attorney	
FROM:	Lindsay Hirsh, Community Development Director
DATE:	June 27, 2024
SUBJECT:	TOK24-002: Class 4 Site Plan Review for Camber
	Townhomes a 14-unit townhome (12 market rate units and
	2 deed restricted units) project on 1.007acres, zoned Ski
	Tip West PUD, Craig Parcel, Tract F, Ski Tip West PUD

## **Executive Summary:**

The Class 4 site plan application is for a 14-unit townhome (12 market rate units and 2 deed restricted units) project on 1.007 acres, zoned Ski Tip West PUD. Site plan reviews are considered a technical review.

## Background:

The subject application was originally submitted to the Summit County Planning department in early 2024. The County processed the application all the way through the referral process and then the Town of Keystone became the Review Authority. This staff report is based on the County's review/determinations of the subject application.

The subject property (aka Craig Parcel) located at 624 Montezuma Road was zoned to the Ski Tip West Planned Unit Development ("PUD") originally on May 13, 1991. The PUD has been subsequently amended twice. There is currently one single family dwelling unit on the property that based on accessor records was constructed in 1963. The PUD that is currently in effect was approved on January 26, 2004, and recorded under Reception # 758660. The entire PUD consists of three separate parcels:

- Henszey Parcel
- Dundee Realty LLC Parcel
- Craig Parcel (Subject Property)

Per the attached applicant's narrative, the following is a statistical summary of the proposed development. Per the Development Code, the deed restricted units are tabulated separately as these types of units do not count towards density:

Total Residential Market Rate Units	12
Total Residential Square Footage	16,784 sq. ft.
Equivalent Unit Density	16,784 sq. ft. / 1400 sq. ft <sup>1</sup> . = 11.99 units
Equivalent Units / Acre	11.99 / 1.007= 11.9 units/acres
Total Building Area	14,400 sq. ft. (32.8%)
Total Impervious Surface	26,641 sq. ft. (60.1%)
Total Wetland Area	0.0 sq. ft.
Total Open Space Area	17.221 sq. ft. (39.3%)

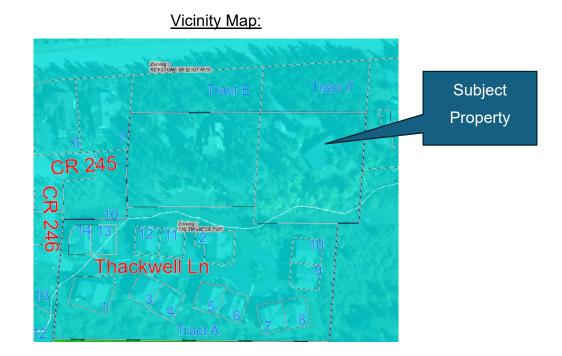
It should be noted that Tract F of the property is owned by the project owner/developer, however, is zoned Keystone Resort PUD, not Ski Tip West PUD. The primary intent for Tract F is to provide access and buffering to the subject property from Montezuma Road. Except for access and landscape improvements which are permitted uses, there are no other improvements planned for Tract F.

As the attached plans indicate, the site plan is a 4-building design. Specifically, 2 buildings containing 4 units each and 2 buildings containing 3 units each for a total of 14 units. The 2 deed restricted units are in the center of the proposed 4 plex buildings. The primary structure of each building includes an enclosed garage at the first level and one or two stories of residential above.

The following table summarizes the areas of each of the four buildings:

	Quadplex		Triplex	
Area Type	Qty Total Area		Qty	Total Area
2 Bedroom Workforce Unit	1	1,037	-	-
3 Bedroom Interior Units	1	1,400	1	1,400
3 Bedroom Corner Units	2	2,798	2	2,798
Garage, Storage and		1,828	1	1,782
Mechanical				
SUB-TOTAL per building		7,063		5,980
TOTAL per building type		14,126		11,960

The 1.007-acre site (1.417 acres, when combined with Tract F) is bordered on the north by Montezuma Road, the south by the River Meadows at Ski Tip parcel, the east by the developed Lot 1, Ski Tip Ranch Condominiums and the undeveloped Lot 4/Base 1 at Keystone, Subdivision 1 and the west by the existing single-family residence on the 0.96 acre Henszey Parcel. Based on the submitted information, there are no wetlands or slopes in excess of 30% on the subject property.



Picture of Existing Property from Montezuma Rd.



## **Criteria for Decision/Findings**

Section 12603.02 of the Land Use and Development Code ("Code") states that The Review Authority may approve a site plan only if the application meets all relevant Town regulations and standards and provided the Review Authority makes the following findings:

- A. The application complies with Town Zoning Regulations, including but not limited to use regulations, any applicable PUD requirements, design standards and other development regulations and standards.
- B. The application complies with Town Road & Bridge standards.
- C. The application complies with Subdivision Regulations.
- D. The application complies with any previous plans approved for the site still in effect.
- E. The application complies with any conditions imposed on development of the site through previous approvals.

Site plan review is considered a technical review. If a site plan meets all applicable County regulations and standards, is consistent with previous plans applicable to development of the site and complies with any applicable conditions, it shall be approved.

## **Discussion:**

## Compliance with Zoning Regulations:

## <u>Density</u>

The subject application is solely for the Craig Parcel and per the PUD is allocated a maximum density of 12 equivalent units. Per the PUD, multifamily development (i.e. townhomes) of 1,400 sq. ft. of living area equals 1 equivalent unit. From a density perspective, the property was allocated 16,800 sq. ft. of livable area. In addition, per the Development Code, the two additional proposed workforce housing units do not count towards density if property deed restricted.

## <u>Setbacks</u>

The PUD states the following regarding applicable setbacks:

- Montezuma Road 50 feet from edge of Right of Way ("R.O.W.")
- Internal Roads 25 feet from R.O.W., no setback from driveways or associated easements
- Exterior PUD boundary 25 feet, except as provided in Exhibit B, subject to modification per the paragraph below.

To preserve significant trees, capture views, take advantage of solar access, and maintain maximum sensitivity in siting structures, setbacks (other than those cited above) shall be determined on a case-by-case basis during site plan review.

As the attached plans indicate, the applicant is proposing the following setbacks:

- North Property Line (Front) 10 feet
- West Property Line (Side) 10 feet
- South Property Line (rear) 15 feet
- East Property Line (Side) 25 feet

As part of the referral and review process, the Summit County Planning Director reviewed the site plan application with the proposed setbacks and determined that the proposed setbacks were indeed appropriate given the lot configuration and Tract F providing the intended separation/buffering from Montezuma Road. Staff is including a condition of approval for Improvement Location Certificate (ILC) for all the proposed structures due to the proximity to the stipulated setbacks.

## Deed Restricted Units/Employee Housing

Per the Ski Tip PUD, the zoning document calls for providing housing for a minimum of 40% of the PUD's peak ski season employees. Based on the utilization of the current employee generation rates, the Summit County Housing and Planning Departments determined that when the calculation is applied, the applicant would need 1.15 workforce housing units. More specifically, utilizing the generation rates per the Keystone Resort PUD, the 12 multi-family units (Multifamily Dwelling Units = 0.24 employees) equates to 2.88 employees generated, 40% equates to 1.15 required units.

As stated above, the subject application was initiated with the County and made it through the referral and review process, leaving the public hearing process to the Town of Keystone. Regarding the employee housing portion of the application, the County's Housing Department initially suggested that the applicant purchase 2 units and place a deed restriction "light" (no Average Medium Income "AMI" caps), or purchase one unit and place a full deed restriction on it at 100% AMI at the time of sale includes 2% per year appreciation cap and requires monthly payments not to exceed the AMI chart including taxes, HOA dues, and insurance. They also indicated that the subject parcel might not be an ideal location for workforce housing.

As the submittal indicates, the applicant is proposing two (2)-bedroom for sale deed restricted workforce housing units.. More specifically, the units are proposed to be 1,037 sq. ft. exceeding the Development Code requirement of a minimum of 900 sq. ft.. In addition, the proposed units have tuck-under parking, additional storage, and other livability design elements.

Initially the applicant proposed a deed restriction "light", which only required that the occupants work in the County an average of 30 hours a week. The restriction did not contain any appreciation caps or AMI restrictions.

The County's Housing Department reviewed the applicant's proposal and indicated that their first referral agency comments were not addressed and the Code provisions around housing affordability are not being met. In summary, the County's Housing Department didn't think the deed restriction 'light' works in this case due to the requirements in the PUD for affordability.

In response to these concerns, and at the Town's direction, the applicant has revised the proposed restrictive covenant (attached) to include the following restrictions:

- The addition of AMI Caps. A maximum sales price cap based on 160% AMI, with purchases eligible for those making up to 180% AMI.. (Based on the SCHA 2024 AMI Table a two-person household AMI= \$156,000. For sale two-bedroom units maximum sales price at 160% = \$649,329.
- A tiered HOA Dues System that will also be included in the HOA CC&R's.
- Sales Restriction Keystone Employees get priority for the first 60 days.

Staff acknowledges that the proposed AMI limits are on the high end, however, the overall proposal while not finalized meets the intent of this portion of the PUD regarding providing workforce housing. Staff has included a condition of approval for the Planning Commission's consideration.

At the time of writing this report, the Summit Combined Housing Authority had not reviewed the proposed/revised covenant. However, staff will bring their comments to the scheduled public meeting for the Planning Commission's consideration.

## <u>Height</u>

Per the approved Ski Tip West, the maximum height limit for all structures is 35 feet as defined in the Code. Per the attached drawings (Sheet A-3, Building 228, (West Triplex), unit C is the highest of the proposed structures at 34.5 feet. Due to the proposed height, Staff has included a condition of approval requiring a Height Improvement Location

Certificate ("HILC") to be conducted prior to a framing inspection to verify that the structure meets the proposed height. Per the Code, structure height is measured as follows:

- 1. **Building Height:** The distance measured vertically from any point on a proposed or existing roof or eave (including but not limited to the roofing material) to the natural or finished grade (whichever is more restrictive) located directly below said point of the roof or eaves. Within any building footprint, height shall be measured vertically from any point on a proposed or existing roof (including but not limited to the roofing material) to the natural grade directly below said point on a proposed or existing roof.
  - a. This methodology for measuring height limitations can best be visualized as an irregular surface located above the building site at the height limit permitted by the underlying zoning district, having the same shape as the natural or finished grade of the building site (whichever is more restrictive).

## <u>Parking</u>

The PUD states that townhome units shall have 2 spaces per unit and for units that use individual garages an additional ½ space shall be included. Per the attached plans, the applicant is proposing 26 parking spaces located within garage areas and an additional 22 parking spaces located in uncovered parking. The proposed parking is a total of 48 parking spaces, exceeding the requirement.

## Landscaping

The PUD states that the applicable landscape requirements are pursuant to the Development Code. Per the requirements of Section 3600 of the Code, the project is required to have a total of 42 trees. Per Sheet LP -001, the applicant is proposing 14 conifers and 28 deciduous trees. In addition, the Code requires 28 shrubs, and the applicant is proposing 83. The proposed landscaping meets the applicable requirements.

## <u>Wetlands:</u>

The PUD has a wetland section that basically requires that all wetland areas and/or accompanying 25-foot-wide wetland setback buffer shall remain free of any and all development. In order to address this issue, the applicant submitted a wetland report prepared by Ecological Resource Consultants, LLC dated March 27, 2024, that indicated

that there are no wetlands on the subject property. The report was reviewed and approved by the County Engineer.

## Snow Storage

Per Section 3505.19 of the Code, snow storage areas shall be provided on each site adjacent to paved areas and other areas to be plowed subject to the standards of this section. The size of these areas shall be equivalent to at least 25% of paved or graveled surfaces on the site and shall be located to provide convenient access for snowplows. In addition, these areas shall not conflict with proposed landscape improvements. The applicant has prepared a snow storage plan (Sheet LP103) that states that the required snow storage area is required to be 3,983 sq. ft. The applicant is providing 4,448 sq. ft, exceeding the requirement.

## <u>Lighting</u>

The PUD states that all lighting shall comply with the requirements of the Development Code. Section 3505.07 states that for multi-family residential and other development with common parking areas or walkways, exterior lighting shall be provided in parking areas and along walkways, as deemed necessary by the Review Authority. Furthermore, it is the intent is to allow for such lighting while minimizing or eliminating the lighting impacts caused by development, including but not limited to the amount of glare, and overall light pollution that brightens the nighttime skies, which are an integral feature of the mountain environment. The purpose of this section is to provide appropriate controls for exterior lighting that will preserve the dark nighttime skies of Summit County, while allowing adequate site lighting for public safety. In addition, all fixtures shall be full cut off fixtures and all direct rays shall be confined to the site on which the lighting is located. The applicant has provided a lighting cut sheet that meets these requirements.

## Architectural Design Requirements

The PUD states that all future development within the Ski Tip West PUD shall be in full compliance with the design standards established under the Snake River Overlay District, and other applicable requirements of the Development Code, including without limitation

the exterior material requirements, the Landscaping Regulations, and fire mitigation requirements. Based upon a review of the submitted site plan, landscape plan, and elevation drawings, staff believes that it meets the purpose and intent of this portion of the PUD.

## <u>Dumpster</u>

There is not a trash enclosure being proposed to serve the units. Each unit will have its own trash bins that will be serviced by one provider and managed through the HOA and thereby paid through the associated dues. Staff believes that bear proof trash enclosures should be utilized and has included this as a condition of approval for the Commission's consideration.

## Public Use Area Fees

The PUD states that development is subject to public use area requirements per the requirements of the Development Code. Specifically, Section 3509.04D, states that the public use area fee shall be assessed as \$1,500.00 per residential unit and/or 1,000 square feet of floor area for new buildings with commercial or industrial type uses. The public use area fee has been established on an empirical basis, in consideration of the per capita development costs of parks, trails, and other facilities. The County's Open Space and Trails Department reviewed the application and determined that based on this portion of Code, the applicant is required to pay \$18,000 for the 12 market rate units which needs to be paid at time of the issuance of building permits. Staff has addressed this issue with a condition of approval for the Commission's consideration.

## Compliance with Road & Bridge Standards:

The subject application was reviewed by the County Engineer and the proposal meets all applicable Road and Bridge Regulations as stated in Chapter 5 of the Code.

## Compliance with Subdivision Regulations:

The subject site plan meets all applicable subdivision regulations as stated in Chapter 8 of the Code. More specifically, the units will be served by both central water and sewer.

The Snake River Water District and the Snake River Sanitation District have both confirmed that they have the ability to serve the property for the intended use. In addition, regarding access, the County Engineer has reviewed the submitted plans and has indicated that

## Compliance with Any Previous Plans Still in Effect/Conditions:

There are no previous plans or conditions that are still in effect.

## Alternatives:

Financial Considerations:

None

**Previous Council Actions:** 

None

## **Suggested Motion:**

# Staff recommends that the Commission approve the subject site plan with the findings and conditions listed in the attached Resolution 2024-P-01

I move to APPROVE RESOLUTION 2024-P-01 APPROVING TOK24-002, Class 4 Site Plan Review for Camber Townhomes a 14-unit townhome (12 market rate units and 2 deed restricted units) project on 1.007acres, zoned Ski Tip West PUD, Craig Parcel, Tract F, Ski Tip West PUD

I move to DENY Resolution 2024-P-01 and to direct the Town Attorney to draft a resolution denying TOK24-002.

## Attachments:

Project narrative Applicable drawings Draft Restrictive Covenant Draft Resolution

#### Camber Townhomes Narrative

Palisade Partners is pleased to submit the attached Site Plan application for Tract F and the Craig Parcel in Keystone. This proposed site plan reflects the development plan already contemplated in the Ski Tip West PUD ("STWPUD"). The proposed project name is Camber Townhomes ("Project").

The Project is compatible with surrounding development within the Ski Tip West PUD, through the provision of 12 for-sale townhome units and 2 deeded workforce housing units. The development will minimize impacts to related areas by preservation of Tract F open space as a buffer to Montezuma Road, a 4-building design that lightens the development presence on the site, providing more than adequate parking for project residences (2 spaces per unit minimum), and by incorporating architectural design that enhances the Summit County lifestyle and enhances the Keystone recreation corridor. The Developer's commitment to protecting the quality of the Keystone community and lifestyle, and meets or exceeds all the design standards applicable.

In addition to this Narrative, included with this submittal are the following:

- Application form;
- Property owner authorization;
- A preliminary title report for the Property;
- Will serve letters;
- Draft Site Plan Improvements Agreement;
- A property vicinity map;
- An existing conditions plan;
- A detailed site plan, including a lay out of the residential strictures and heights of the same, a topographic survey of the property, setbacks and all other requisite elements;
- Civil plans for the Property;
- Architectural plans for the 4 townhome buildings proposed on the Property; and
- Landscaping plans including snow stacking allotments.

## **Background and Existing Conditions**

Palisade Partners is acquiring the property from Terri Craig, the current property owner.

In the existing Ski Tip West PUD, the Property was already contemplated as a development parcel which is subject to a cohesive development pattern and density allowance.

## Land Use and Zoning

The table below shows the approved land uses and areas established on the Property:

Total Area	1.007 acres
Actual Residential Density	14 units
Actual Units/Acre	14

#### Employee Housing Requirement

The Ski Tip West PUD calls for "provide housing for a minimum of 40% of the PUD's peak ski season employees." In conversation with Summit County, this wording was determined to be satisfied by including (2) 2-bedroom deeded workforce housing units within the development on the site, not to be counted against the number of units allowable under the PUD.

#### Site Characteristics and Existing Conditions

The 1.007 acre site (1.417 acres, when combined with Tract F) is bordered on the north by Montezuma Road, the south by the River Meadows at Ski Tip parcel, the east by the developed Lot 1 Ski Tip Ranch Condominiums and the undeveloped Lot 4/Base 1 at Keystone, sub.1, and the west by the single-family residence on the .96 acre Henszey parcel and Tract E adjoining Tract F immediately adjacent to Montezuma Road. The majority of the site is gently sloping, with a total grade drop of 14' over the property from Montezuma Road. The existing minor rock outcroppings of no more than 6' tall are proposed to be reused as a monument at the entrance to the development. The parcel is a parallelogram that tilts at 5 degrees off square to the west. The Property has views to all sides, with close by ridges to the north and south; existing tight trees on the site and surrounding will limit views.

No wetland areas are present on the site. See attached wetland report.

There are no slopes on the property at 30% or greater.

## **Proposed Development**

All development proposed on the Property is consistent with the approved uses, and is summarized in the table below:

Total Actual Residential Units	12
Total Residential Square Footage	16,784 SF
Equivalent Unit Density	16,784 SF/1,400 SF=11.99
Equivalent Units/Acre	11.99/1.007=11.9
Total Building Area	14,400SF (32.8%)
Total Impervious Surface	26,641 SF (60.1%)
Total Wetland Area	0 SF (0%)
Total Open Space Area	17,221 SF (39.3%)

Considering the areas preserved as open space and the existing Summit County Rec Path, the applicant is requesting a waiver of the Public Use Area Fees.

A draft Site Plan Improvements Agreement (SIA) and associated Exhibit A have been included with this submittal. Pending final design considerations and cost estimates, this SIA will be modified and approved prior to execution.

#### Site Plan and Architecture

Proposed development on the Property consists of 12 market-rate townhome units and 2 deeded workforce housing units over 4 townhome buildings. The primary structure of each building would include an enclosed garage at the first level and one or two stories of residential above. The site would also include surface parking associated with the residential units. All proposed development reflects the specific building and site design standards set forth in the STWPUD, including height, setbacks, or where not present in the STWPUD, the standards in Section 3505 of the Code.

The proposed site plan complies with all Development Standards in the Ski Tip West PUD, and the building architecture complies with the allowable 35' height limit. The exterior materials will include cementitious siding and accents, stained wood siding, asphalt shingles and corrugated metal as accent siding. The color palate will be natural earth tones.

The location and orientation of the four townhome buildings are intended to be compatible with surrounding buildings and areas. At less than half a mile from the Keystone base and with surrounding duplex developments, this density is appropriate for the area. All buildings are 115' minimum away from Montezuma Road, thus minimizing any impacts to view corridors.

	Quadplex		Triplex	
Area Type	Qty Total Area		Qty	Total Area
2 Bedroom Workforce Unit	1	1,037	-	-
3 Bedroom Interior Units	1	1,400	1	1,400
3 Bedroom Corner Units	2	2,798	2	2,798
Garage, Storage and		1,828	1	1,782
Mechanical				
SUB-TOTAL per building		7,063		5,980
TOTAL per building type		14,126		11,960

The following table summarizes the areas of each of the four buildings, (2) quadplexes and (2) triplexes:

## Statement of Intent on Subdividing

The townhome units will be mapped and conveyed as single-family units. All exterior areas around the buildings will be HOA owned and maintained as Common Elements.

#### Parking, Access and Circulation

Vehicular access to the property is off of Montezuma Road. Access to the four townhome buildings will be derived from a new access easement off of Montezuma Road. Each market-rate residential unit will have two interior garage parking spaces and either one or two exterior surface parking spaces outside their garage. The workforce housing unit has tuck-under parking for one car, and the exterior surface parking outside their unit. The total of 3.4 parking spaces per unit is well over the two spots per unit defined in the Ski Tip West PUD.

No traffic analysis study is required for this project. The PUD accounted for this level of density and the development is utilizing an existing access point onto Montezuma Road.

## Landscaping

The Landscape Plan includes 28 deciduous and 14 conifer trees, as well as 86 shrubs. These quantities meet those required by County code. All disturbed areas will be reseeded with native grasses and temporarily irrigated to establish revegetation. The Landscape Plan also shows snow storage areas have been provided that exceed the total area required.

A Storm Water Management Plan (SWMP) will be required for this project. Prior to start of construction the SWMP will be developed and submitted to the State.

Water quality for the project is proposed to be handled via swales to route water away from hardscape. Similar to other projects in Keystone, due to the proximity of the project to the Snake River, no detention is required.

A Project Identification Sign will be included on the Landscape Plan and is intended to identify the project as Camber Townhomes. This Project ID Sign is intended to meet all County and Keystone Sign Program requirements, and will be submitted for approval following approval of this application.

## Utilities

Existing water and sewer mainlines approach the Property from the south and west. 8" water service lines and 6" sewer service lines will be extended from these mainlines into each building. Will Serve letters from the Snake River Water Department and Snake River Sewer Department are included with this submittal.

All shallow utility distribution is currently being designed with Xcel Energy and Comcast. Will Serve letters from both Xcel Energy and Comcast are included with this submittal.

## Development Schedule and Phasing

Pending approval of the of the site plan, the applicant intends to start construction immediately following the Appeal Period and return of favorable weather. The initial phase will consist of limited site work to enable the vertical construction of the first townhome building and the surface parking areas, as well as the vertical construction of the first building itself. Subsequent site work and vertical construction will continue with each of the three remaining buildings on a sales-dependent schedule in the fall and winter of 2024.

## **Criteria for Decision Statement**

The proposed site plan and associated buildings represent a relatively simple and straightforward Site Plan, and the Code criteria for site plan approval is readily satisfied. The Property has been

contemplated for development consistent with that proposed here for many years as established by the Ski Tip West PUD, and all related standards are being met. With this context in mind, the present application readily satisfies the criteria for approval as set forth in Section 12603.02 of the Code.

Per Section 12603 of the Code, Site plan review is considered a technical review – If a site plan meets all applicable County regulations and standards, is consistent with previous plans applicable to development of the site and complies with any applicable conditions, it shall be approved.

This site plan has been meticulously designed to ensure that it reflects and promotes all aspects of prior approvals, all regulatory requirements of the Code and the PUD, and all existing design standards. Accordingly, the application firmly meets the criteria for site plan review.

Section 12603.02 sets forth the criteria for site plan approval as follows:

The Review Authority may approve a Site Plan only if the application meets all relevant County regulations and standards and provided the Review Authority makes the following findings:

A. The application complies with County Zoning Regulations, including but not limited to use regulations, any applicable PUD requirements, design standards and other development regulations and standards.

The proposal fully complies with the County's zoning regulations in terms of use, design, and other key considerations, and falls squarely within the parameters set forth in the Keystone PUD. The proposed Site Plan reflects that development plan with additional layers of detail.

The Site Plan at hand also reflects all of the design standards in the PUD as to height, setbacks, access, parking, design, density and the like. It adheres to and reflects the other applicable PUD standards as well. All uses and accessory uses reflected in this site plan are entirely residential in nature, and thus adheres to the zoning contemplation of such uses for this site.

Further, the Summit County Policies in Chapter 3 of the Code are intended to ensure that development constraints are avoided, that development contemplates the terrain and natural features of the site and maintains compatibility with existing development in the vicinity. This site plan effectively ensures that such restraints are adhered to and such natural features protected. The site plan further ensures that there is adequate infrastructure to accommodate the proposed development. Water and sanitary sewer mains are close by and are adequately sized for service by the Snake River Water and Sewer Districts.

This site plan ensures that the proposed land uses, density and overall development plan will comport with all zoning standards to the satisfaction of the County Code and the Snake River Master Plan. There are no new development constraints implicated, and no new uses or development proposed which might serve to upset the delicate balance attained in the past proposals.

## *B. The application complies with County Road & Bridge standards.*

This site plan meets all County Road and Bridge standards as addressed in Chapter 5 of the Code. Any design elements that are not in strict adherence to the Code standards are reflected already and in compliance with the specific PUD standards for the same.

## C. The application complies with County Subdivision Regulations.

The application adheres to all applicable subdivision regulations. All units will be served by central water via the Snake River Water Department. All units will be served for wastewater via the Snake River Sewer Department. The Property is already included within their respective service areas.

Adequate access is reflected in this site plan and the access plan has already been conceptually vetted and approved by both the County Engineer and the Summit Fire & EMS Protection District. Maintenance of the roads will be handled privately via the HOA.

Shallow utilities for the Property are available via an existing switch cabinet and Xcel has committed to serve the Property when developed. The landscaping plan for the property is also attached and incorporated into this application and meets all landscaping requirements of the Code and the PUD. All other subdivision standards and subdivision design standards in the Code are adhered to.

## *D. The application complies with any previous plans approved for the site still in effect.*

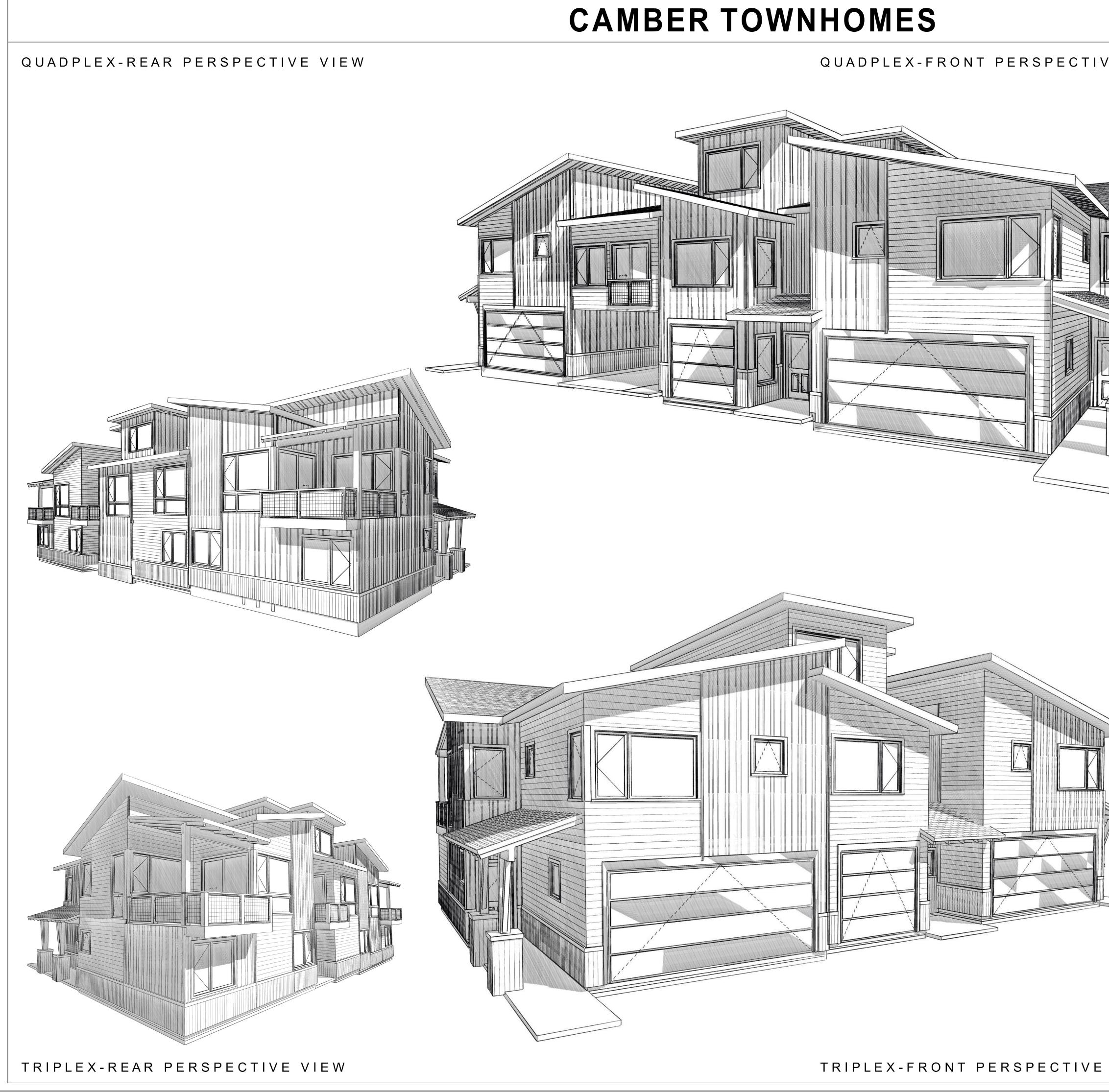
This proposed Site Plan does not alter the prior plans contemplated within the PUD and surrounding developments. Where the PUD presents concepts without out tremendous detail, this new Site Plan proposes all of the necessary aspects for a compliant development plan.

## *E.* The application complies with any conditions imposed on development of the site through previous approvals.

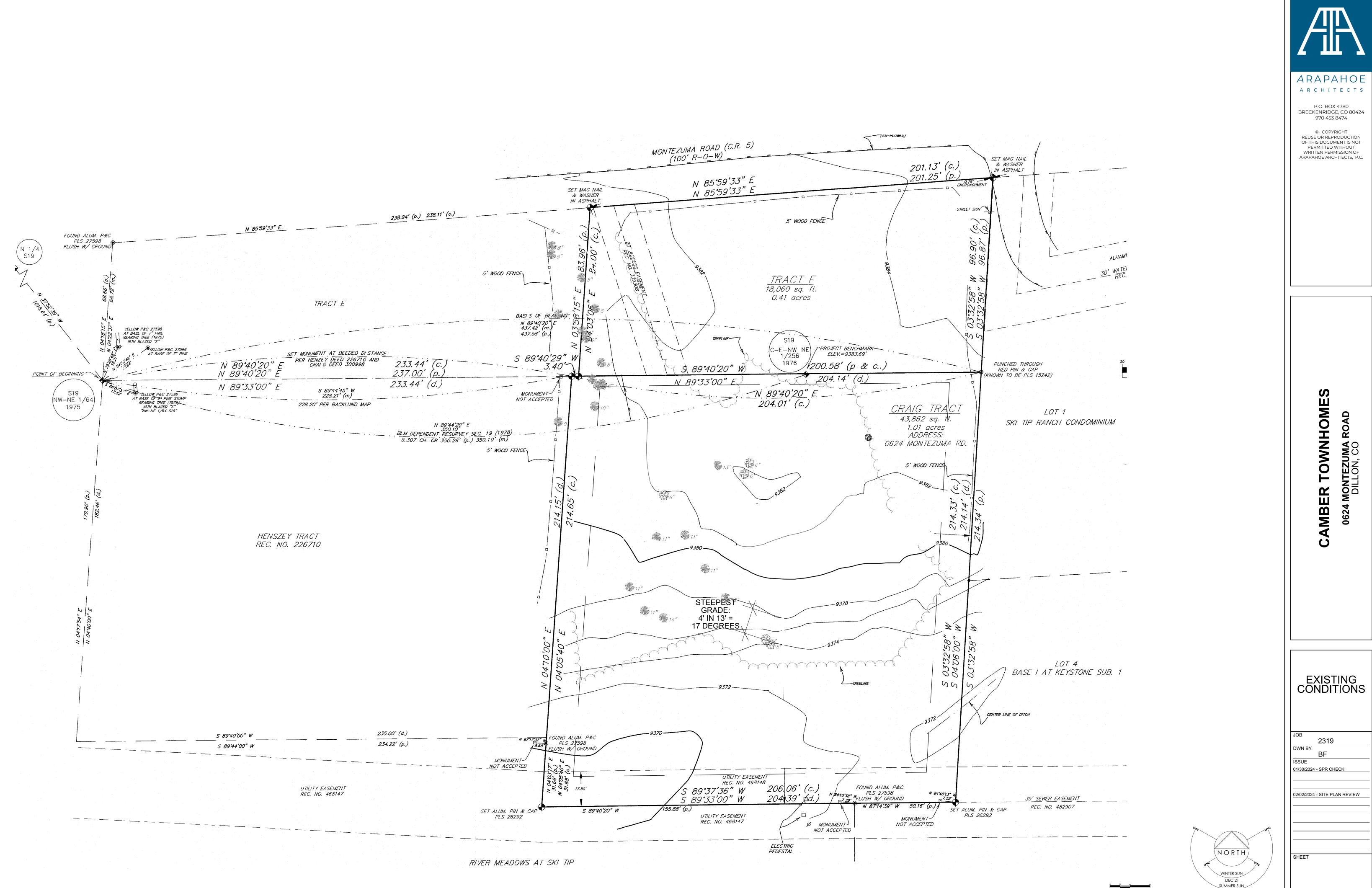
Again, this site plan reflects all the expectations, commitments, and obligations reflected in the PUD, as specifically tailored for this Property.

## Conclusion

Viewed through the context presented herein, this project is a very positive development and improvement, completing another development component of the overall vision within Keystone. The Site Plan readily meets the technical requirements for approval in what is properly considered a ministerial review. We look forward to moving ahead in a cooperative manner with the County in regard to this proposal and the related platting efforts, and thank Summit County for the opportunity to do so.



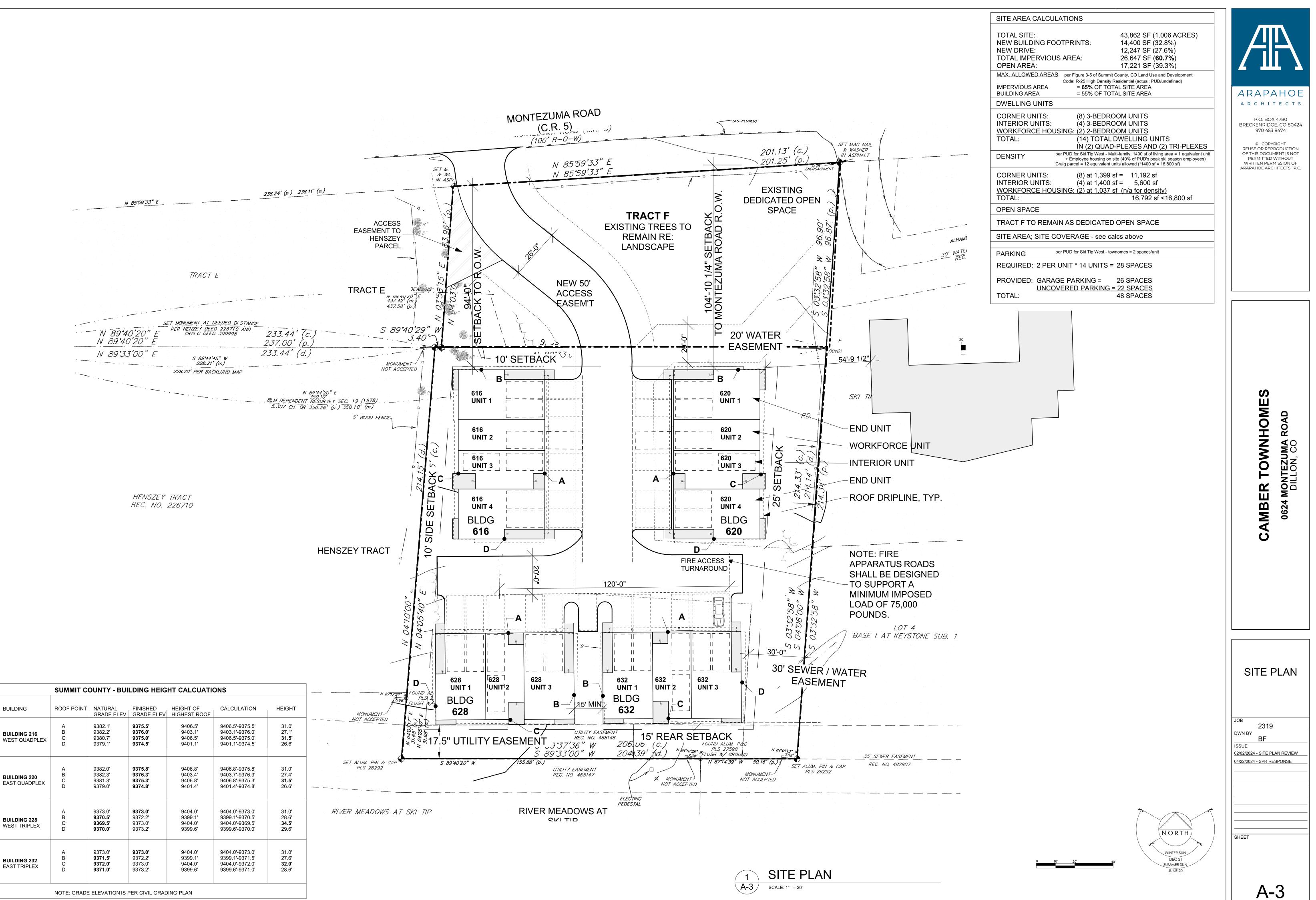
VE VIEW	LEGAL DE	SCRIPTION	
	CRAIG PARCEL AND TF	RACT F, SKI TIP WEST PUD	ARAPAHOE
	0624 MONTEZUMA ROA DILLON, CO 804235	AD	A R C H I T E C T S P.O. BOX 4780 BRECKENRIDGE, CO 80424 970 453 8474
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	ARCHITECT:	ARAPAHOE ARCHITECTS, P.C. P.O. BOX 4780 BRECKENRIDGE, CO 80424 PH: 970-453-8474	
	STRUCTURAL ENGINEER:	ROARING FORK ENGINEERING 592 CO-133 CARBONDALE, CO 81623 PH: 970-340-4130	
	CONTRACTOR:	PALISADE PARTNERS 2700 S BROADWAY ENGLEWOOD, CO 80113 PH: 720-202-1998	
	SHEET IN	DEX	
	ARCHITECTUREA-1COVERA-2EXISTING COA-3SITE PLANQUADPLEX(BUILDING B DRAWN; BUILDA-4LOWER LEVEA-5MAIN LEVELA-6UPPER LEVEA-7ROOF PLANA-8BUILDING ELA-9BUILDING ELA-10LOWER LEVEA-11MAIN LEVELA-12UPPER LEVEA-13ROOF PLANA-14BUILDING ELA-15BUILDING ELA-15BUILDING ELA-15BUILDING ELA-15BUILDING ELA-15BUILDING ELA-15BUILDING EL	DING A MIRRORED) EL PLAN PLAN EL PLAN EVATIONS EVATIONS DING A MIRRORED) EL PLAN PLAN EL PLAN EL PLAN EL PLAN EL PLAN EL PLAN	CAMBER TOWNHOMES 0624 MONTEZUMA ROAD DILLON, CO
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	LP-001 COVER SHEE LP-002 LANDSCAPE LP-003 LANDSCAPE LP-101 LANDSCAPE LP-103 SNOW STOR LP-501 LANDSCAPE LP-502 PLANTING DI	ET NOTES SCHEDULES PLAN AGE PLAN DETAILS	JOB 2319 DWN BY BF ISSUE 01/30/2024 - SPR CHECK 02/02/2024 - SITE PLAN REVIEW
	ATTACHMENTS		
EVIEW	1) WETLANDS LETTI 2) COLOR BOARD 3) LIGHTING CUT SH		A-1





# **EXISTING CONDITIONS**

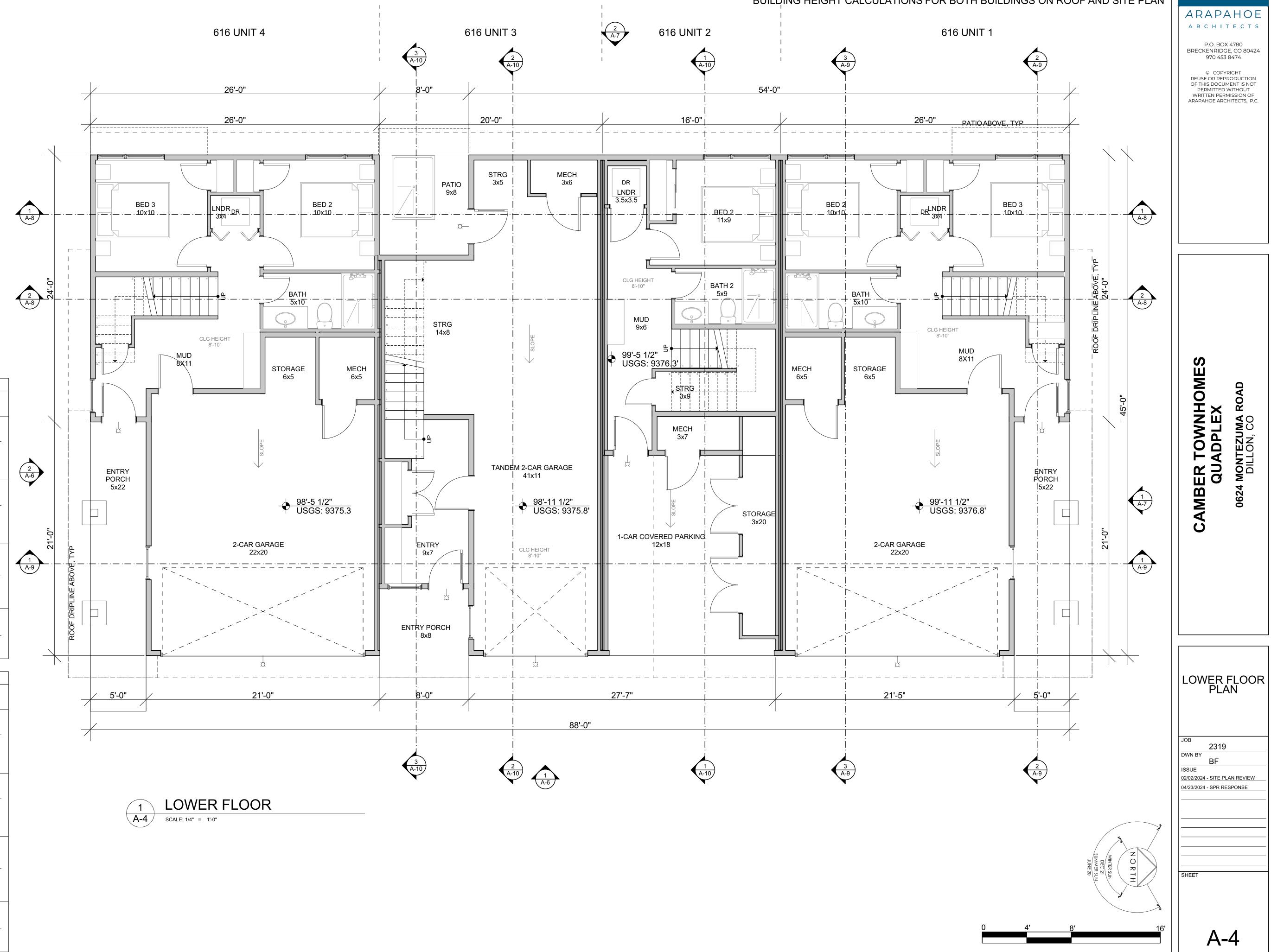
JUNE 20



BUILDING



616	6	1	6
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	LOWER F
A-4	SCALE: 1/4" = 1'-0"

BUILDING AREA CALCULATIONS - BUILDING 616			
NOTES: UNFINISH	ED INCLUDES	GARAGE, MECH,	& STORAGE
UNIT 1:	FINISHED	UNFINISHED	TOTAL
LOWER FLOOR MAIN FLOOR	503 896	562 -	1,065 896
TOTAL :	1,399	562	1,961
UNIT 2 (workforce hou	ising unit):		
LOWER FLOOR MAIN FLOOR	386 651	88 -	474 651
TOTAL : (5% OF 1,125 SF REQUIRED	1,037 D EXTERIOR STO	88 PRAGE = 56.25 SF; PR	1,125 OVIDED: 60 SF)
UNIT 3:			I
LOWER FLOOR MAIN FLOOR UPPER FLOOR	122 772 506	658 - -	780 772 506
TOTAL :	1,400	658	2,058
UNIT 4:			
LOWER FLOOR MAIN FLOOR	503 898	562 -	1,065 898
TOTAL :	1,399	559	1,961
BUILDING AREA CAL	CULATIONS - I	BUILDING 620	
NOTES: UNFINISH	ED INCLUDES	GARAGE, MECH,	& STORAGE
UNIT 5:	FINISHED	UNFINISHED	TOTAL
LOWER FLOOR MAIN FLOOR	503 896	562 -	1,065 896

MAIN FLOOR	896	-	896
TOTAL :	1,399	562	1,961
UNIT 6 (workforce hou	sing unit):		
LOWER FLOOR	386	88	474
MAIN FLOOR	651	-	651
TOTAL : (5% OF 1,125 SF REQUIRED	1,037 EXTERIOR STO		1,125
UNIT 7:			
LOWER FLOOR	122	658	780
MAIN FLOOR	772	-	772
UPPER FLOOR	506	-	506
TOTAL :	1,400	658	2,058
UNIT 8:			
LOWER FLOOR	503	562	1,065
MAIN FLOOR	898	-	898
TOTAL :	1,399	559	1,961

# BUILDING 616 - WEST QUADPLEX BUILDING 620 (MIRRORED)- EAST QUADPLEX

970 453 8474

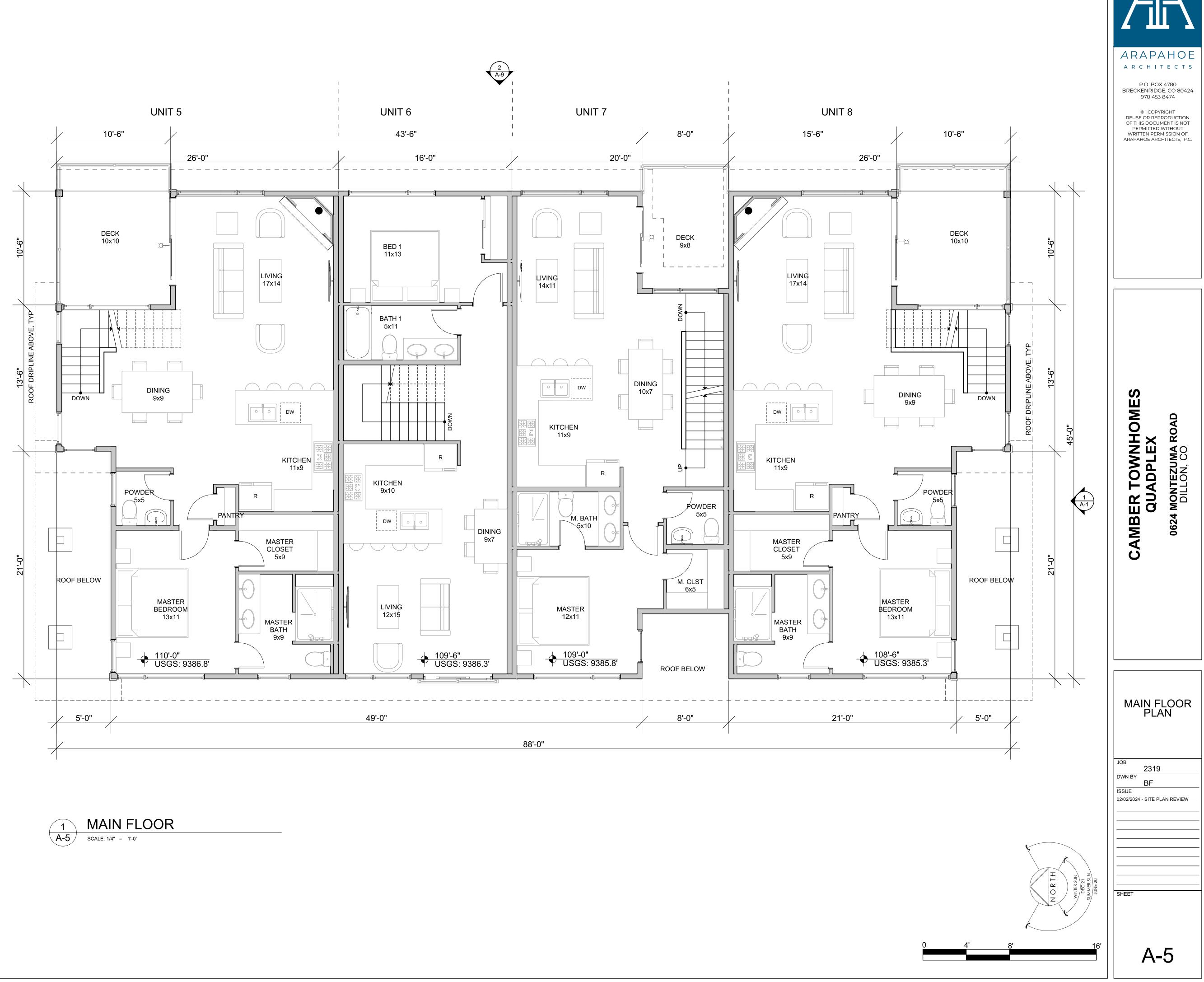
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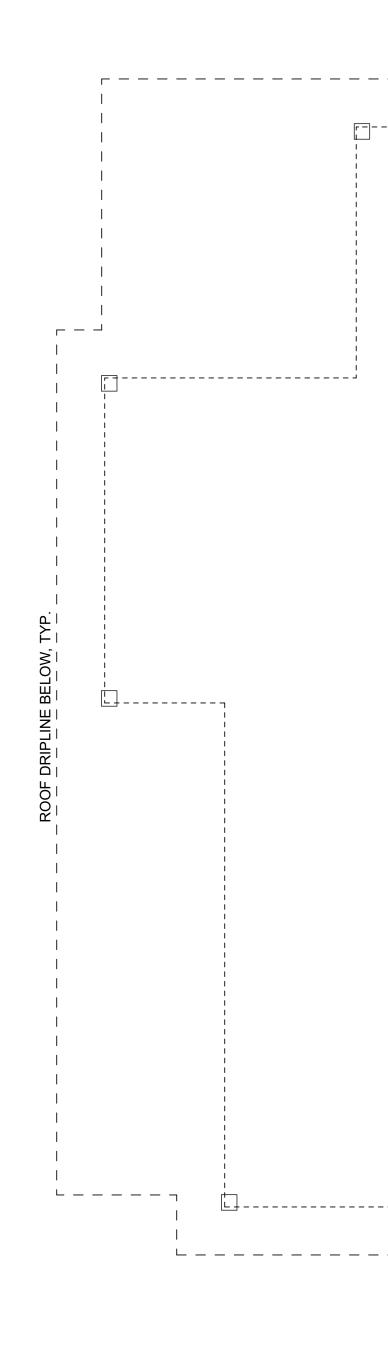
A-4

BUILDING 620 MIRRORING NOTES: NATURAL GRADE FOR BOTH BUILDINGS ILLUSTRATED ON ELEVATIONS BUILDING HEIGHT CALCULATIONS FOR BOTH BUILDINGS ON ROOF AND SITE PLAN

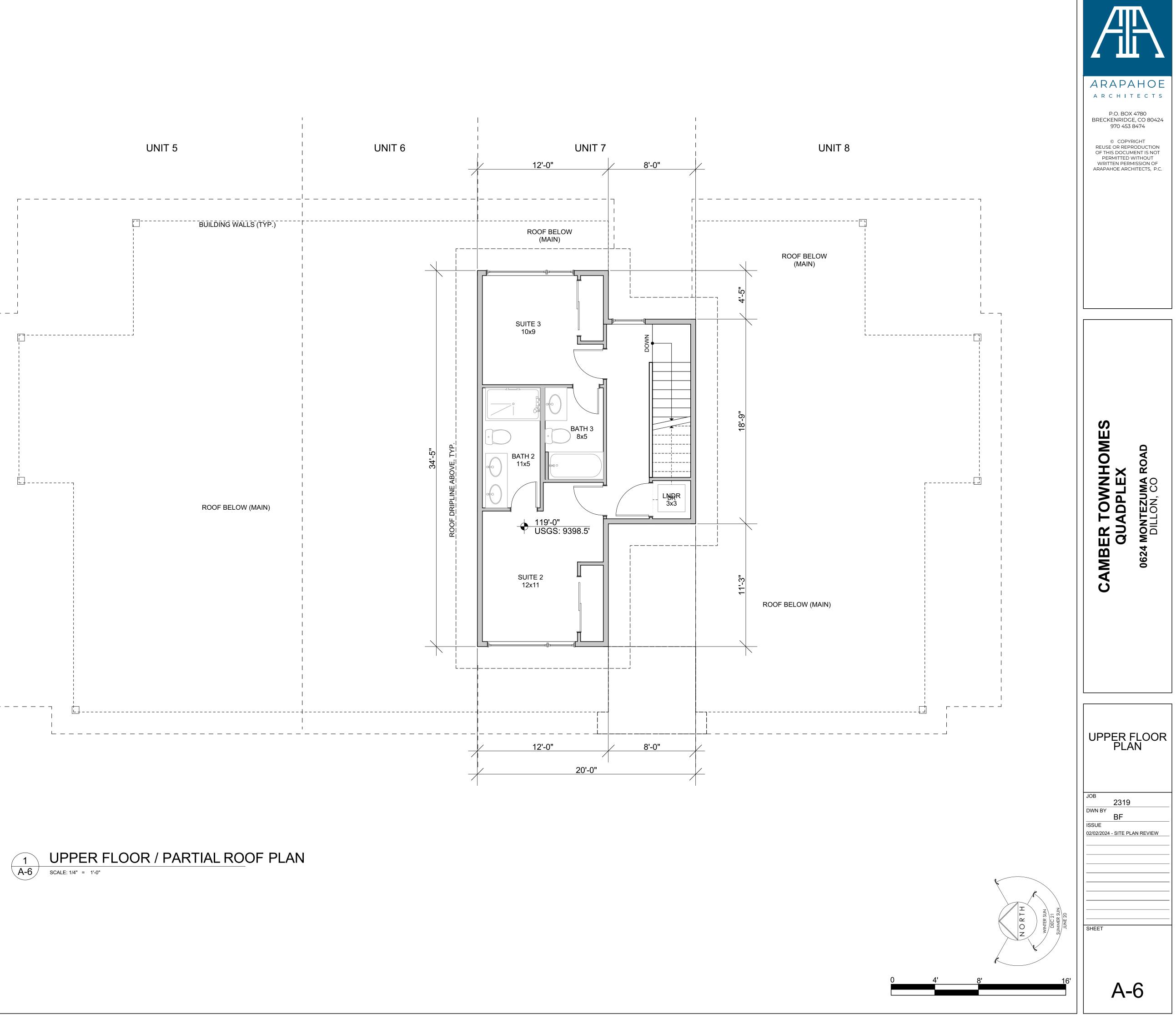


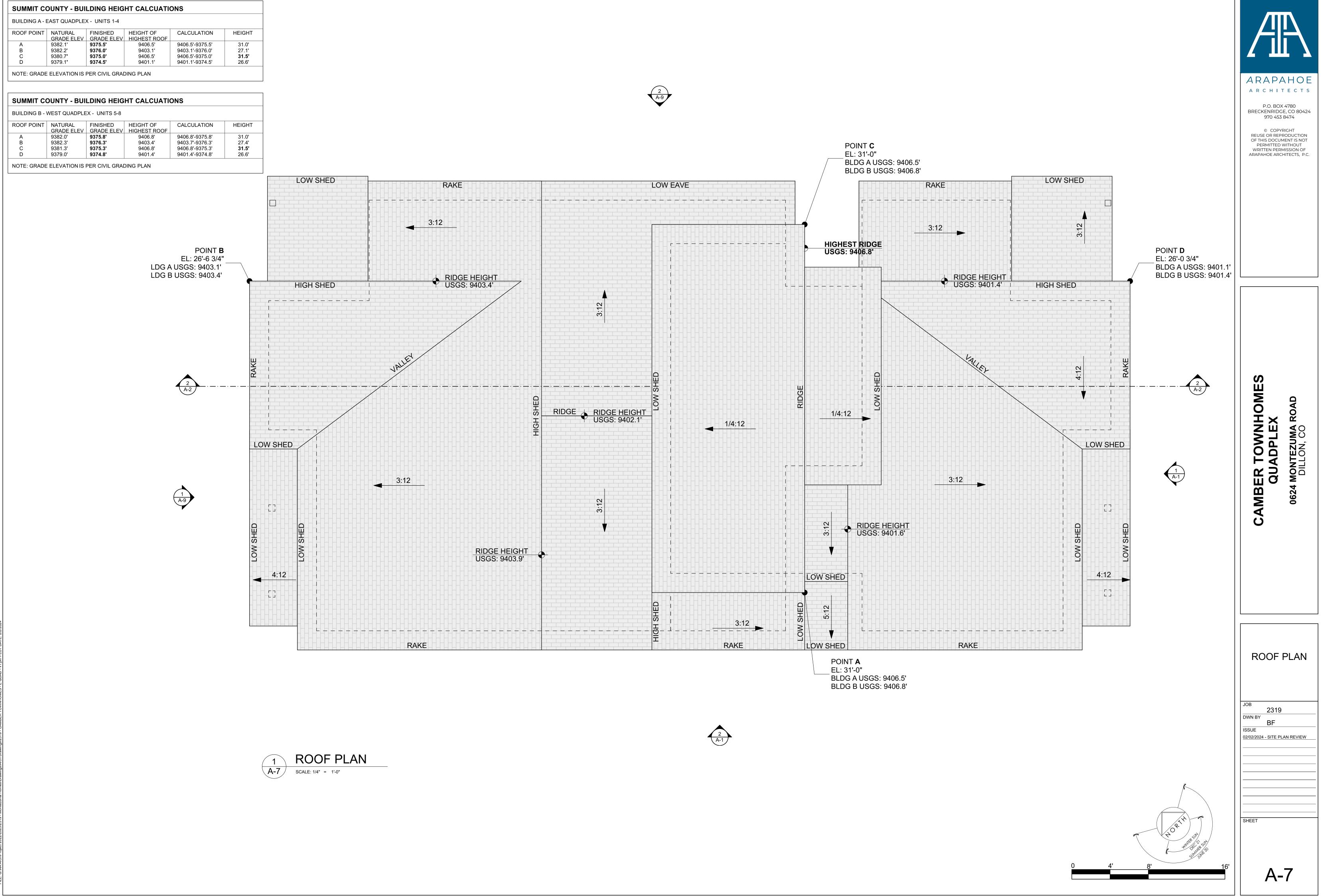


A-9

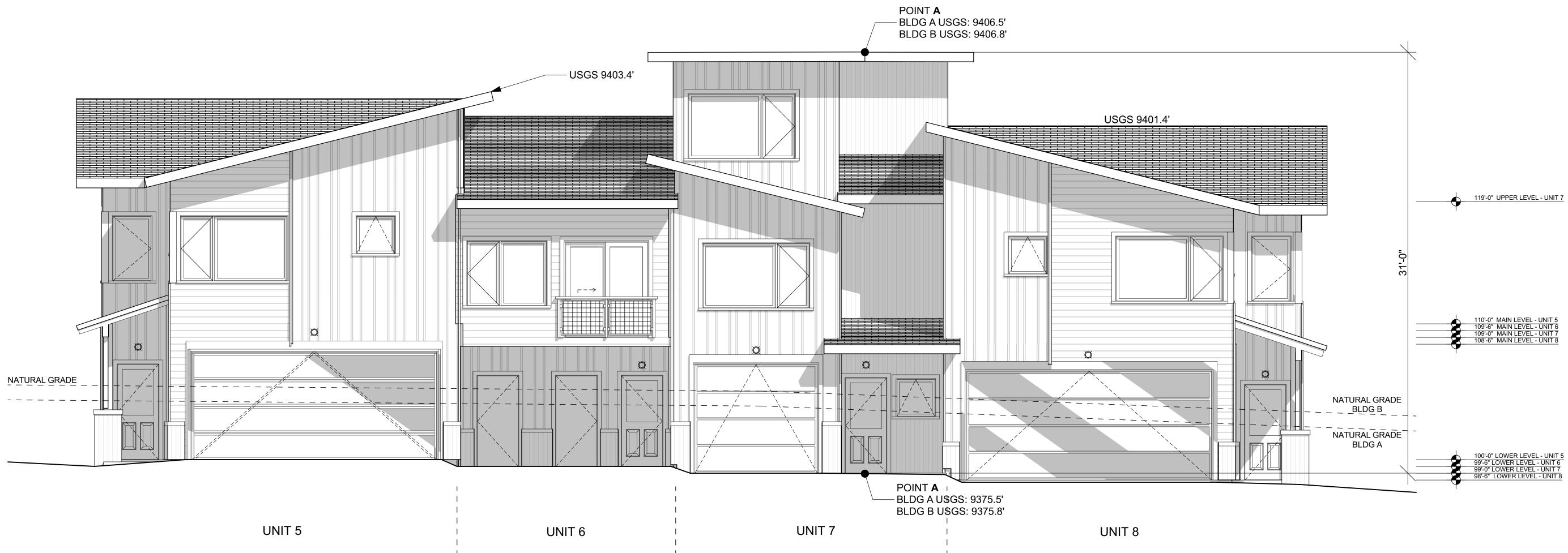


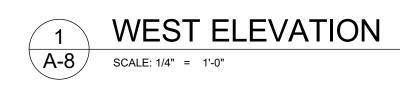


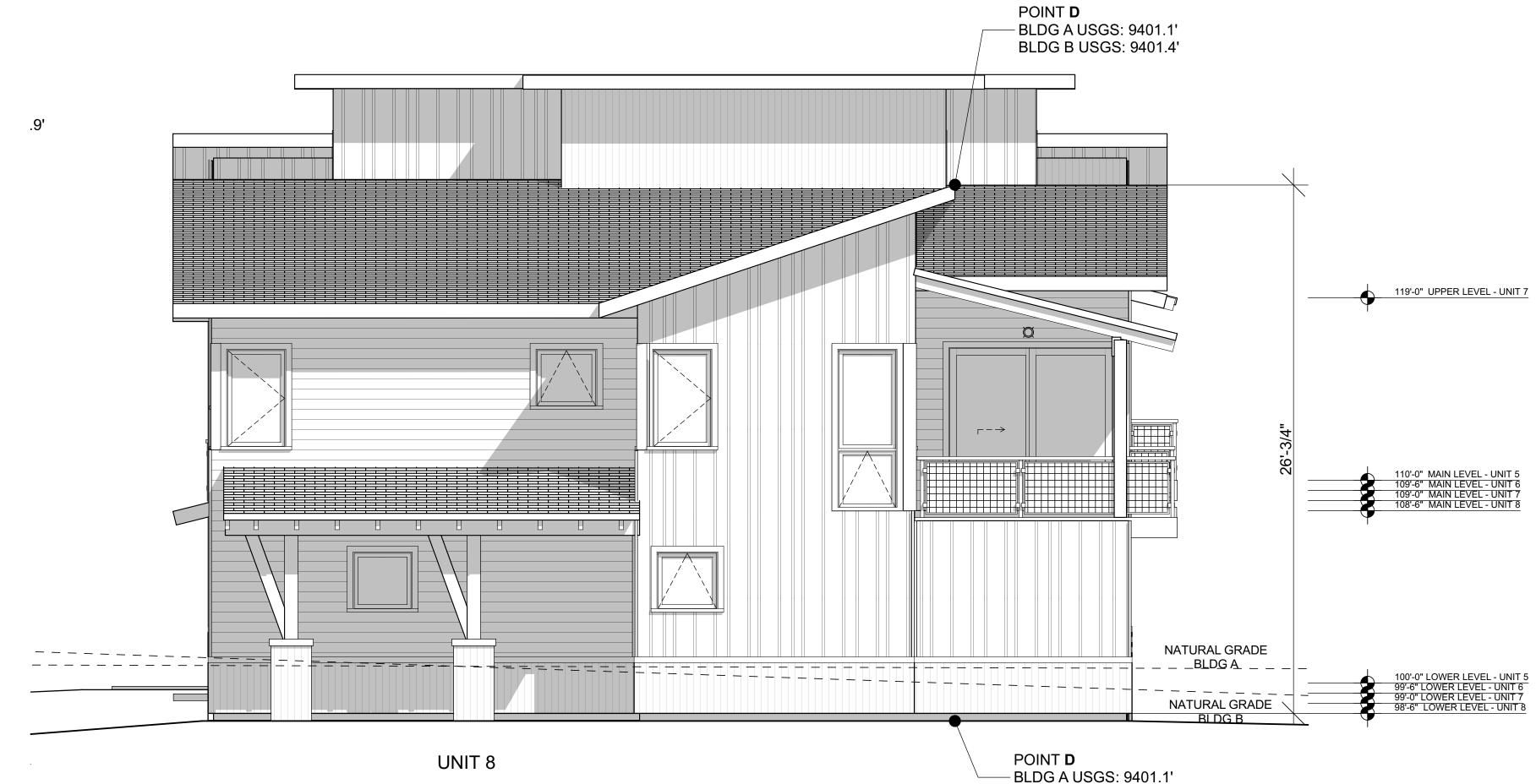














SOUTH ELEVATION SCALE: 1/4" = 1'-0"

- BLDG A USGS: 9401.1' BLDG B USGS: 9401.4'

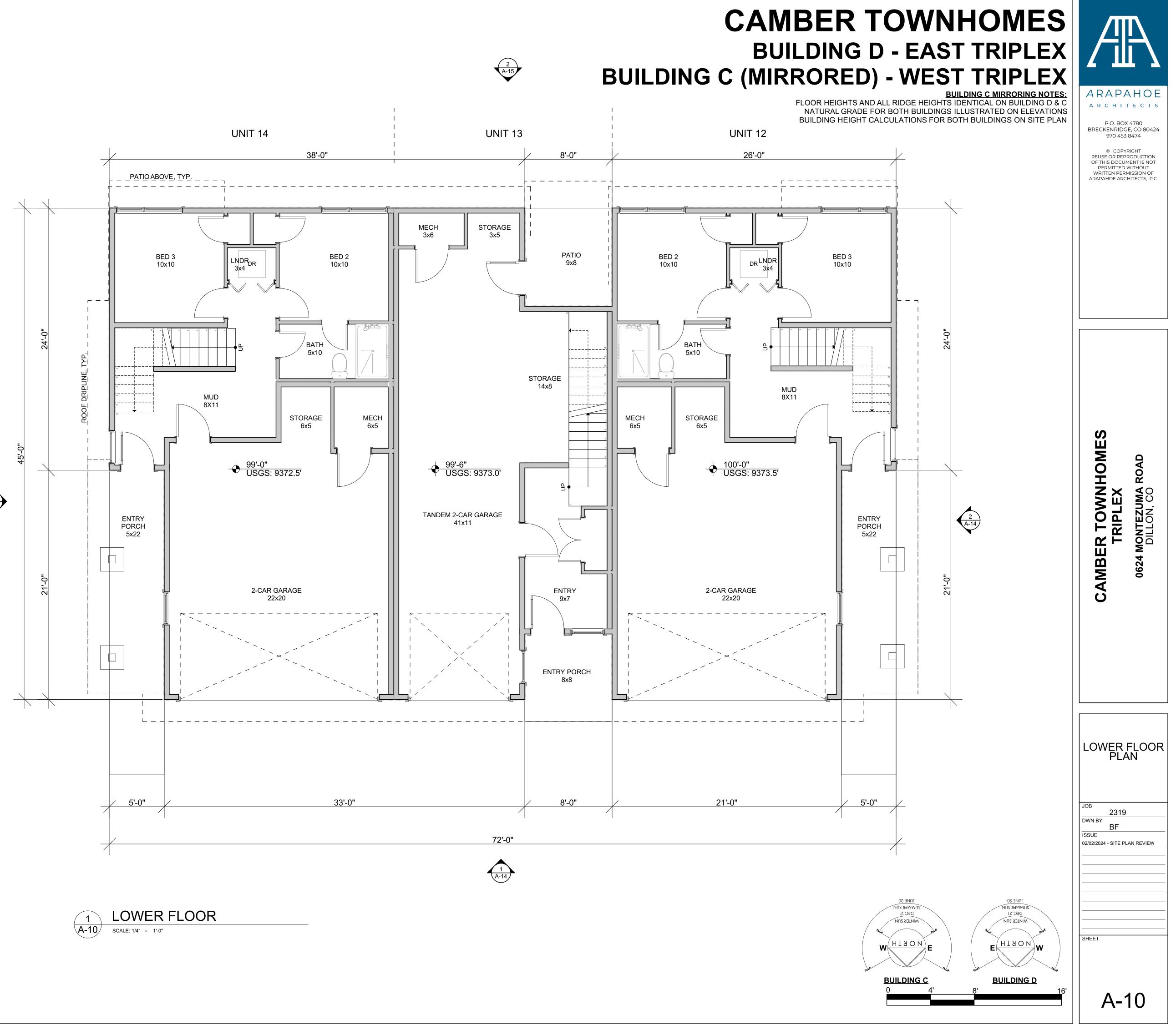




EXTERIOR MATERIALS SCHEDULE					
SYMBOL	ITEM	MATERIAL	COLOR		
	ROOF:	40 YR.COMP. SHINGLES	TIMBERLINE HD "MISSION BROWN"		
	ACCENT BASE & SIDING:	VERT. CORR. METAL	GALVALUME		
	EAVE/RAKE:	1X6 & 2X10, MTL/DRIP EDGE	JAMESHARDIE COLORPLUS IRON GREY		
	SIDING 1: TRIM:	HORIZ. CEMENTITIOUS, 6" EXPOSURE 2x2 CORNERS	JAMESHARDIE COLORPLUS IRON GREY		
	SIDING 2: SOFFITS:	VERT. BOARD & BATTEN RANDOM 4",6",8" O.C. WOOD 4" T&G WOOD	SHERWIN WILLIAMS SEMI-TRANSPARENT SW3521 "CROSSROADS"		
	DOORS/WINDOWS:	ALUM. CLAD WOOD	BLACK		
	DECKS/RAILS: EXPOSED BEAMS/COL: TRIM:	TIMBER NEWELS TIMBER 5/4 x4 DOOR/WINDOW 2x2 CORNER TRIM	SHERWIN WILLIAMS SEMI-TRANSPARENT SW3521 "CROSSROADS"		

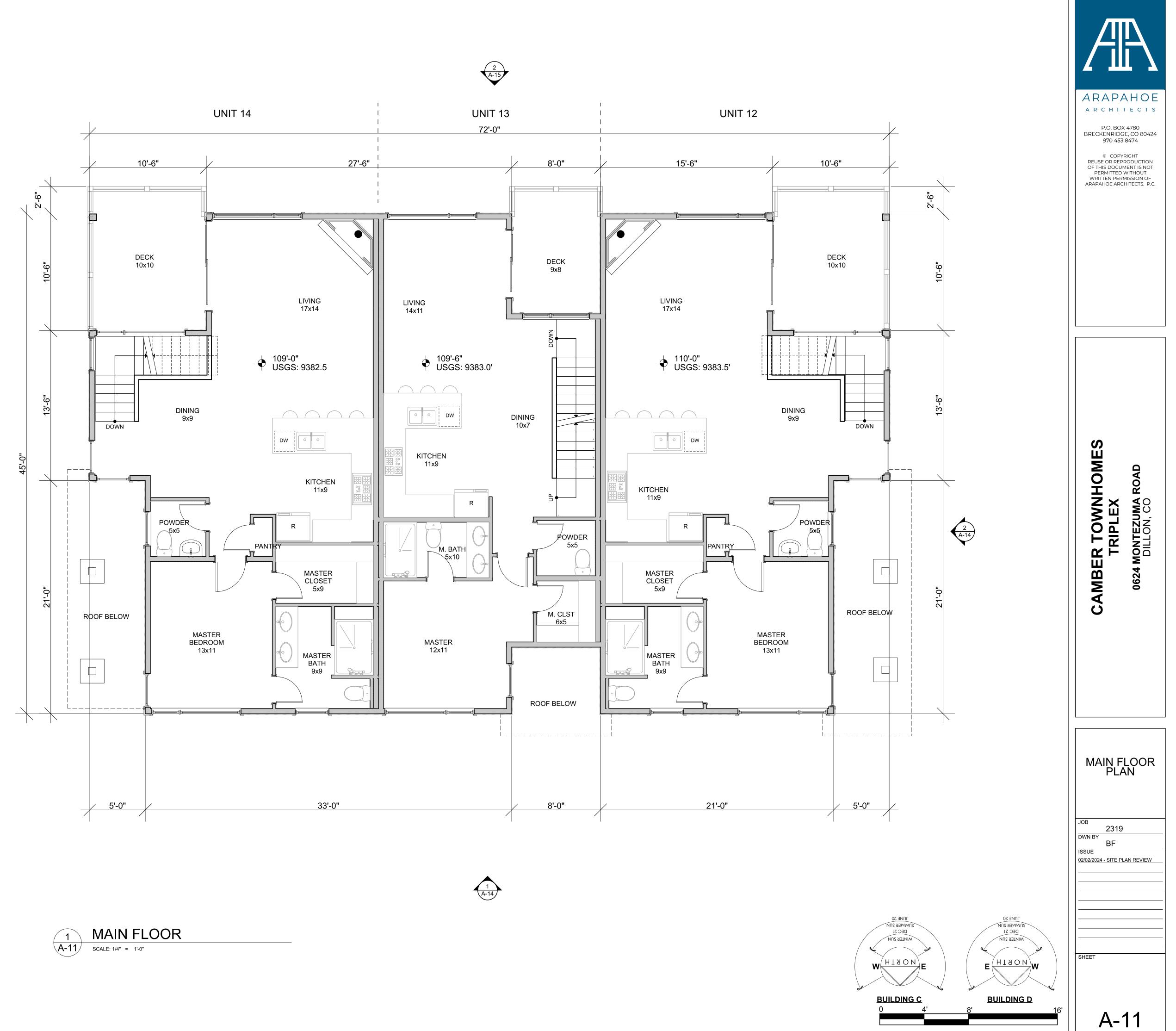


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				$\checkmark$
BUILDING AREA CA	ALCULATIONS - I	BUILDING C		7
NOTES: UNFINIS	SHED INCLUDES	GARAGE, MECH,	& STORAGE	-
UNIT 9:			T	
LOWER FLOOR	FINISHED 503	UNFINISHED 562	TOTAL 1,065	
MAIN FLOOR	896	-	896	
TOTAL :	1,399	562	1,961	
UNIT 10:	FINISHED	UNFINISHED	TOTAL	_
	122	658	780	
MAIN FLOOR UPPER FLOOR	772 506	-	772 506	
TOTAL :	1,400	658	2,058	-
UNIT 11:			I	
	FINISHED	UNFINISHED	TOTAL	1
LOWER FLOOR MAIN FLOOR	503 896	562 -	1,065 896	
TOTAL :	1,399	562	1,961	
				_
BUILDING AREA CA	ALCULATIONS - I	BUILDING D		
	SHED INCLUDES	GARAGE, MECH,	& STORAGE	
UNIT 12:	FINISHED	UNFINISHED	TOTAL	-
	503	562	1,065	
MAIN FLOOR	896	-	896	
TOTAL :	1,399	562	1,961	
UNIT 13:	FINISHED	UNFINISHED	TOTAL	_
	122 772	658	780	
MAIN FLOOR UPPER FLOOR	506	-	772 506	
TOTAL :	1,400	658	2,058	
UNIT 14:		UNFINISHED	TOTAL	
	FINISHED			
UNIT 14: LOWER FLOOR MAIN FLOOR	FINISHED 503 896	562 -	1,065 896	



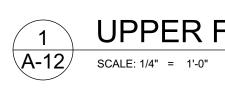








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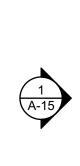




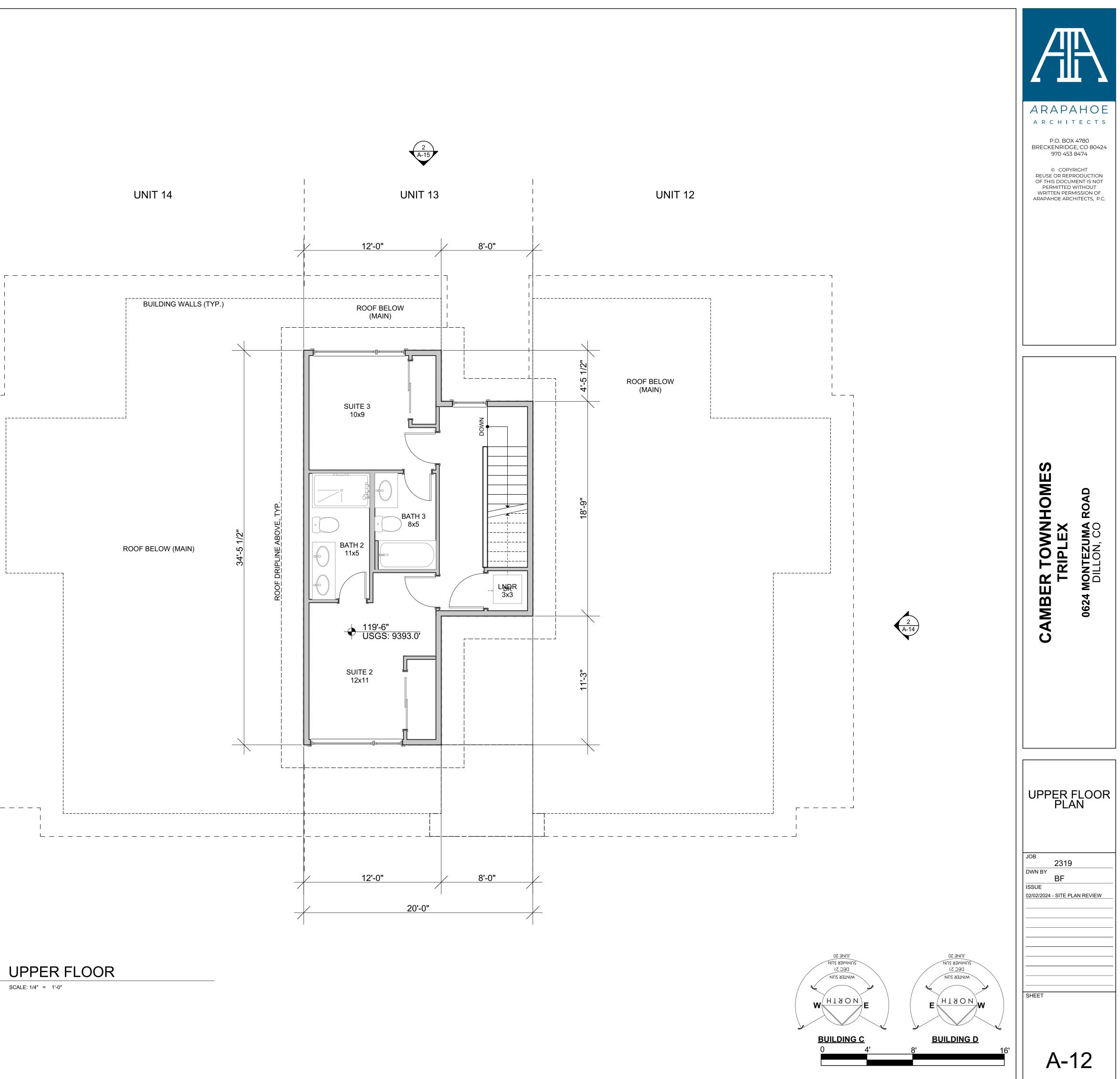


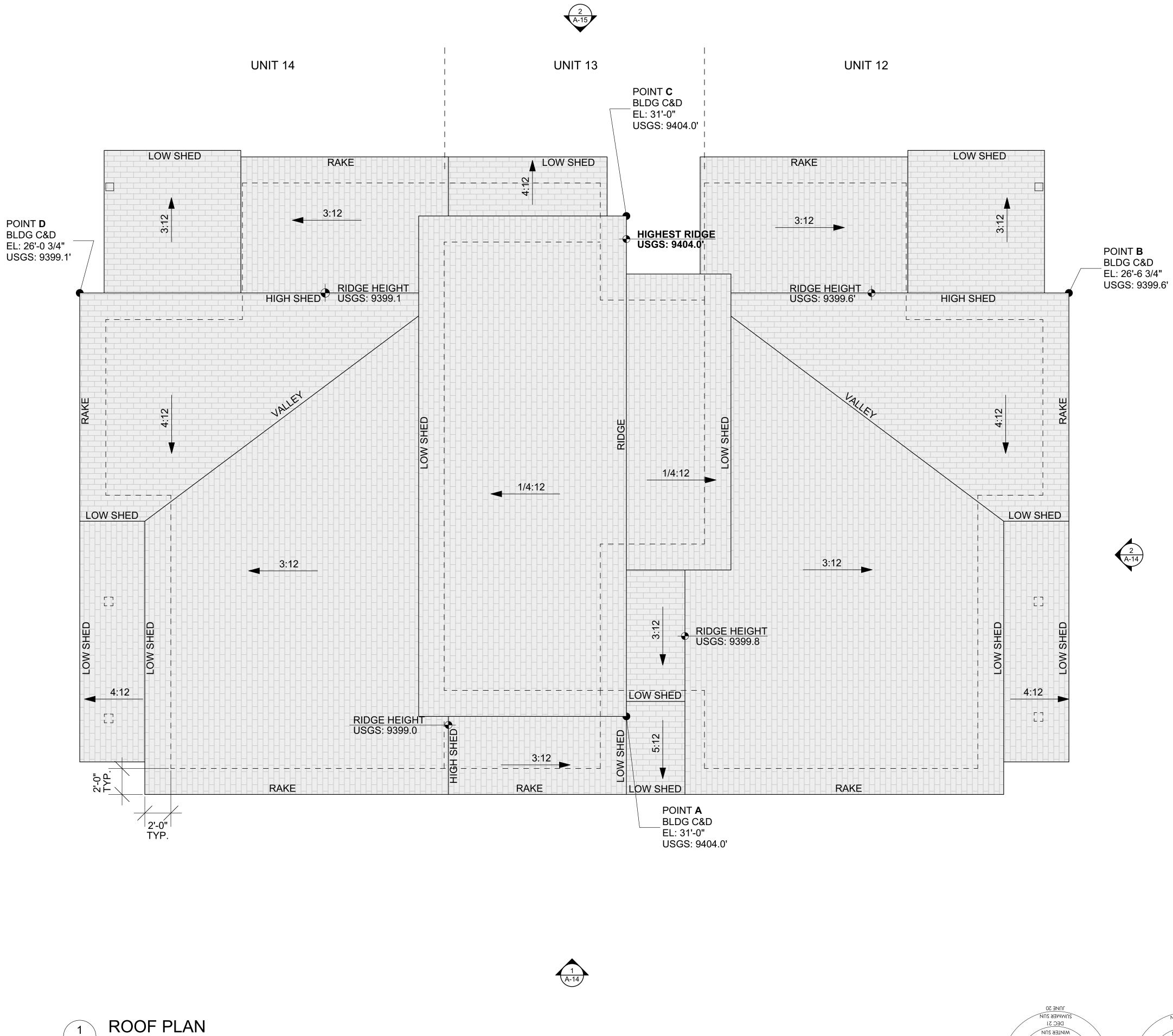












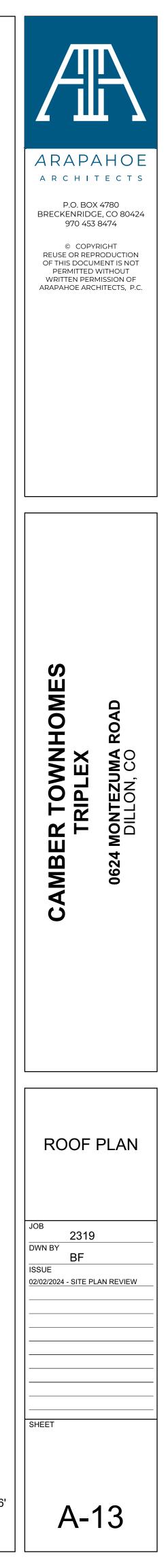
SUMMIT COUNTY - BUILDING HEIGHT CALCUATIONS						
BUILDING C - EAST TRIPLEX - UNITS 9-11						
ROOF POINT	NATURAL GRADE ELEV	FINISHED GRADE ELEV	HEIGHT OF HIGHEST ROOF	CALCULATION	HEIGHT	
А	9373.1'	9373.0'	9404.0'	9404.0'-9373.0'	31.0'	
В	9371.8'	9372.2'	9399.1'	9399.1'-9371.8'	27.3'	
С	9372.0'	9373.0'	9404.0'	9404.0'-9372.0'	32.0'	
D	9372.1'	9373.2'	9399.6'	9399.6'-9372.1'	27.5'	

NOTE: GRADE ELEVATION IS PER CIVIL GRADING PLAN

#### **SUMMIT COUNTY - BUILDING HEIGHT CALCUATIONS** BUILDING D - WEST TRIPLEX - UNITS 12-14 ROOF POINTNATURAL<br/>GRADE ELEVFINISHED<br/>GRADE ELEVHEIGHT OF<br/>HIGHEST ROOFA9372.5'9373.0'9404.0' CALCULATION HEIGHT 9404.0'-9372.5' 31.5' 9370.5' 9372.2' 9399.1' 9399.1'-9370.5' 28.6' В 34.5' 9369.5' 9373.0' 9404.0' 9404.0'-9369.5' С 9373.2' 29.1' 9399.6' 9370.5' 9399.6'-9370.5' D NOTE: GRADE ELEVATION IS PER CIVIL GRADING PLAN



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10NE 50 20WWEB 20N

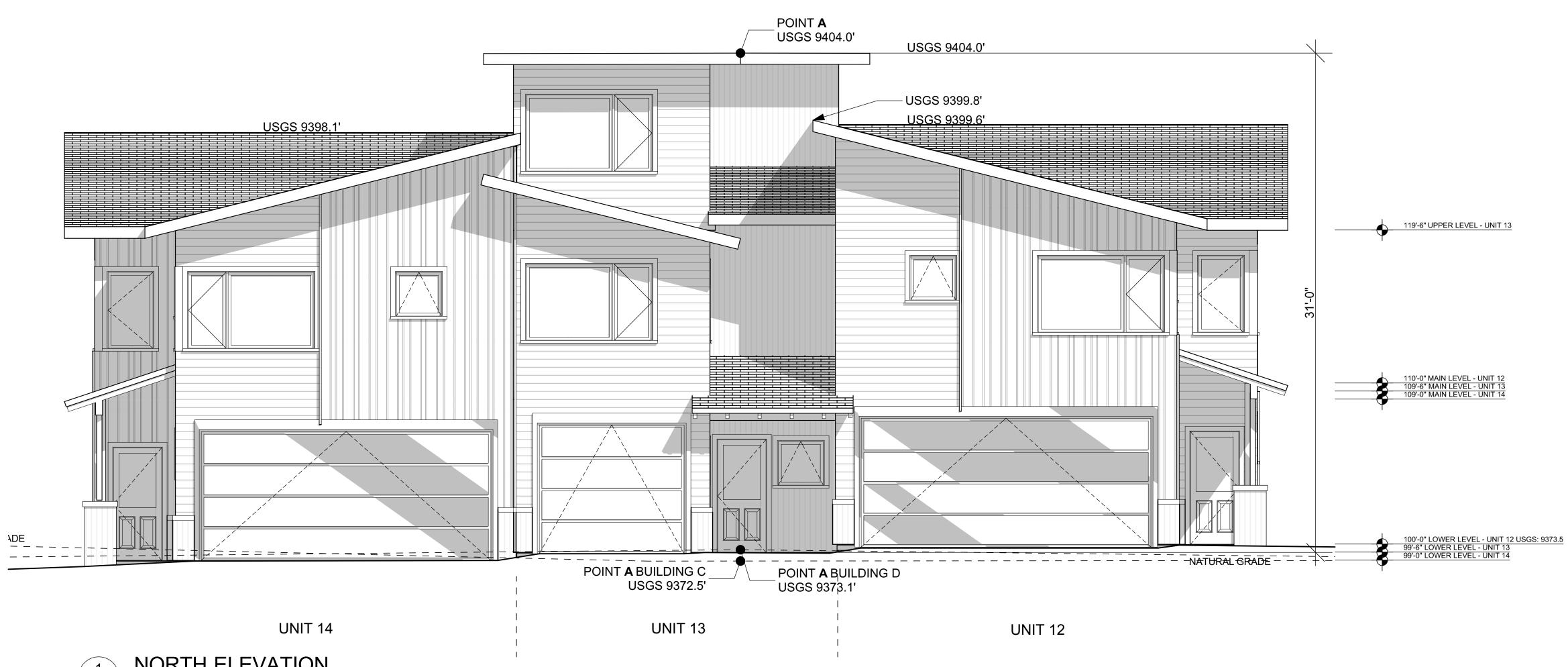
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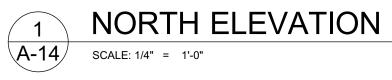
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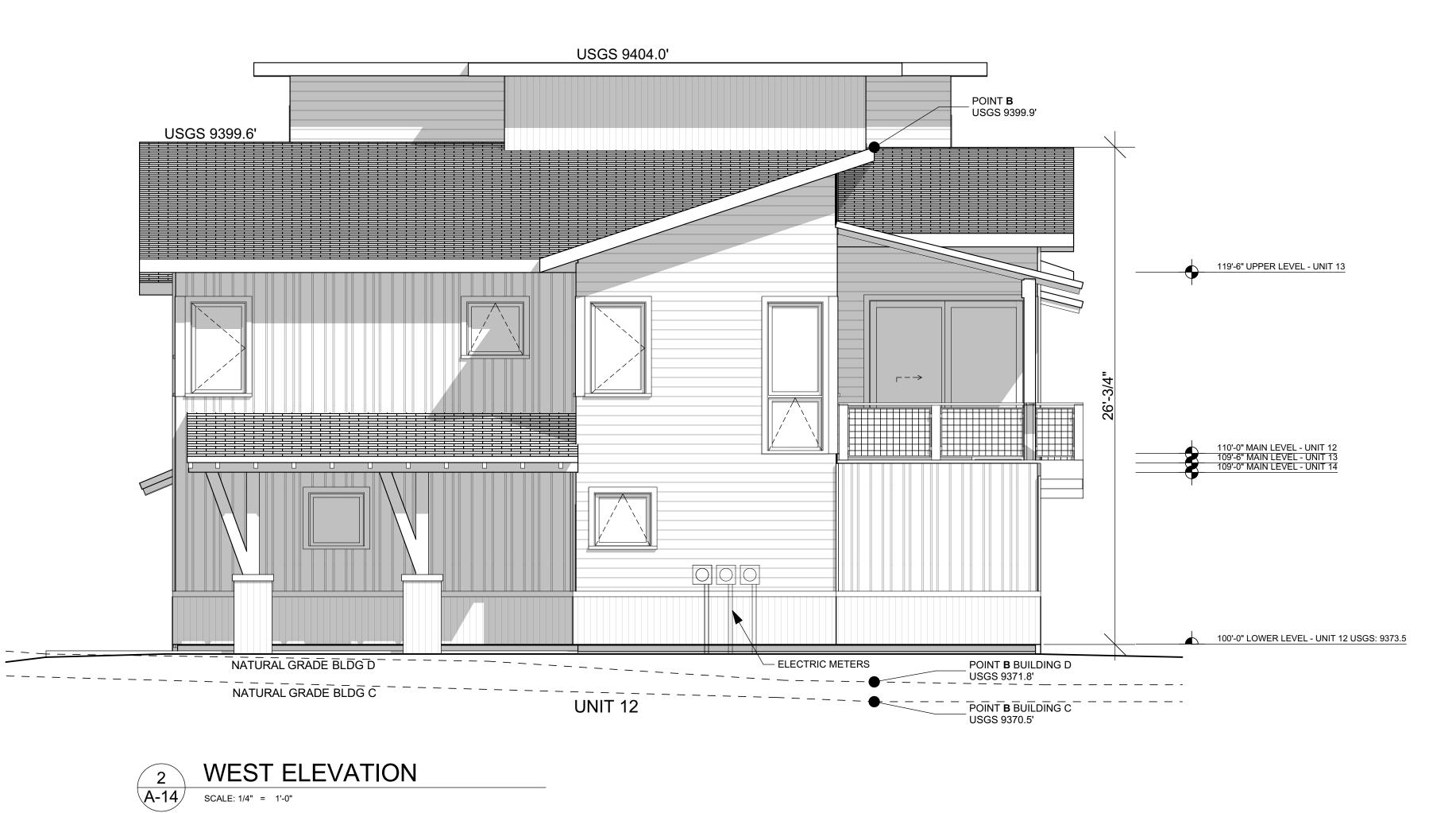
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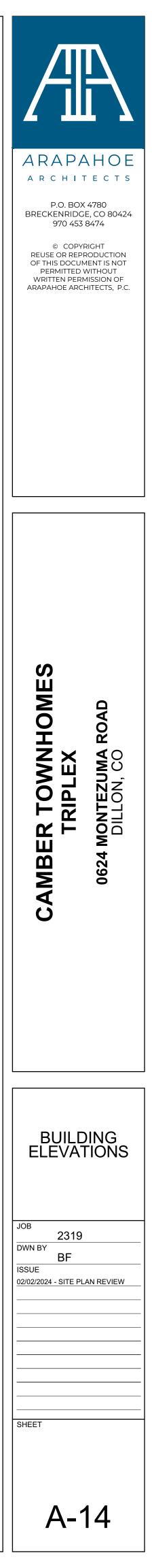
<u>BUILDING D</u>

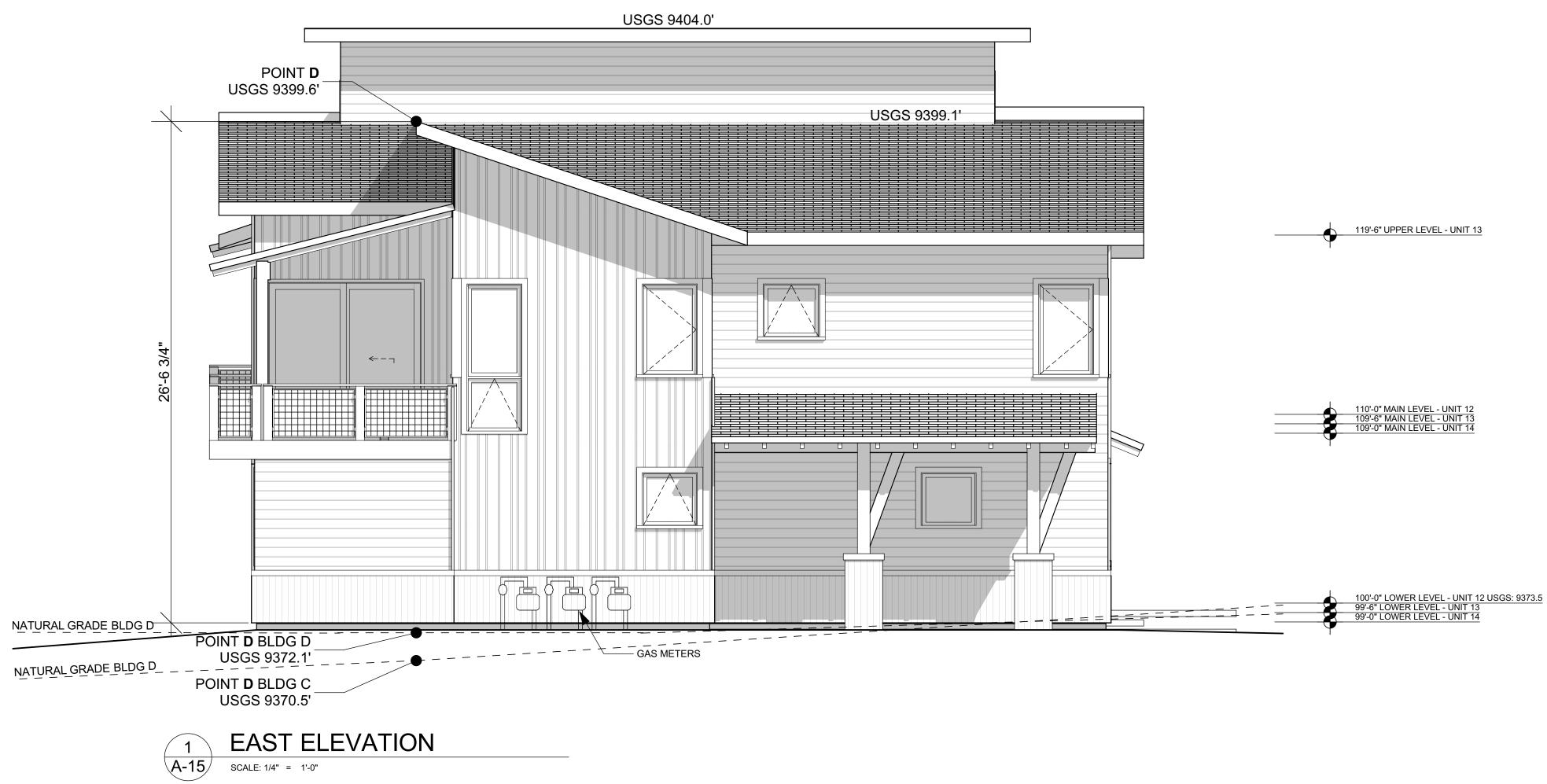
**BUILDING C** 



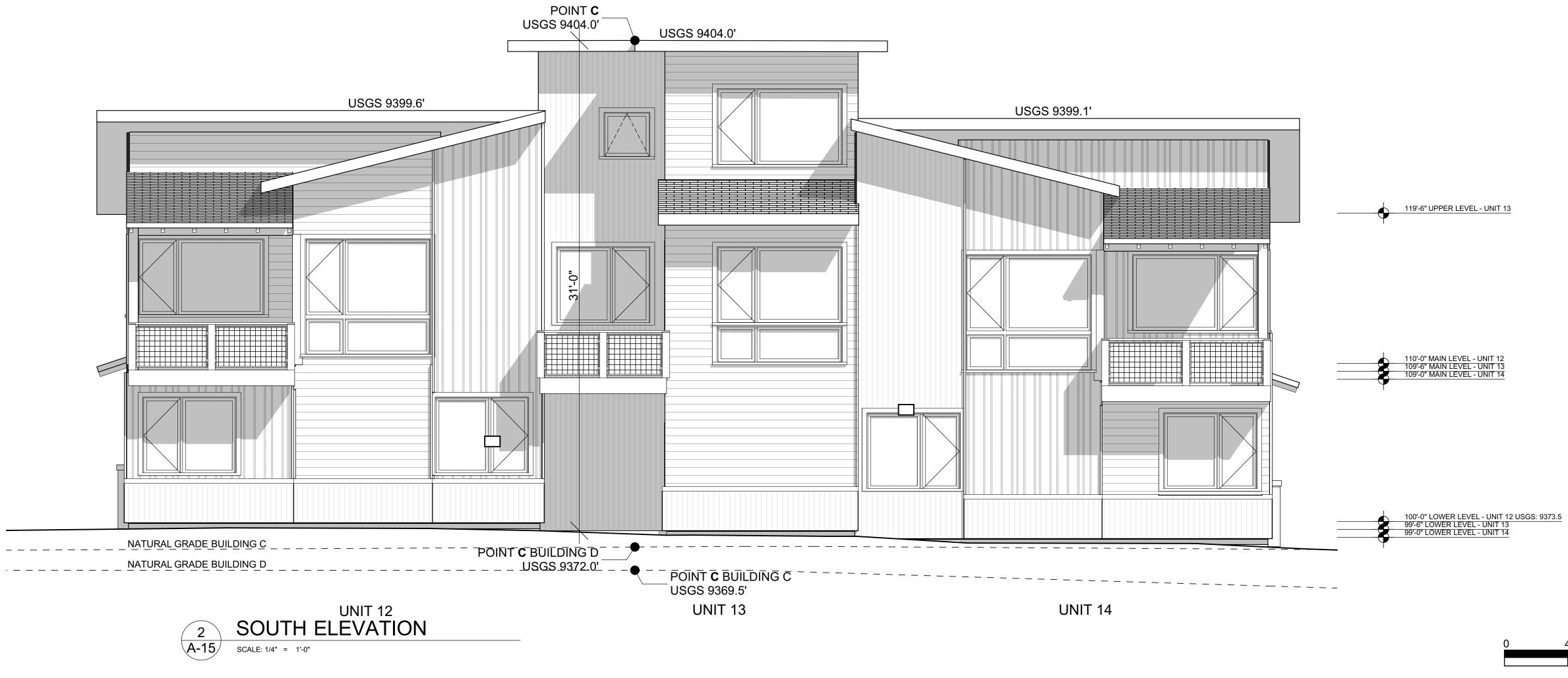


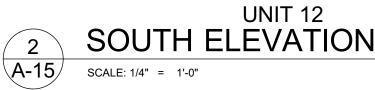












EXTERIOR MATERIALS SCHEDULE					
SYMBOL	ITEM	MATERIAL			
	ROOF:	40 YR.COMP. SHINGLES			
	ACCENT BASE & SIDING:	VERT. CORR. METAL			
	EAVE/RAKE:	1X6 & 2X10, MTL/DRIP EDGE			
	SIDING 1:	HORIZ. CEMENTITIOUS, 6" EXPOSURE			
	TRIM:	2x2 CORNERS			
	SIDING 2:	VERT. BOARD & BATTEN RANDOM 4",6",8" O.C. WOOD			
	SOFFITS:	4" T&G WOOD			
	DOORS/WINDOWS:	ALUM. CLAD WOOD			
	DECKS/RAILS: EXPOSED BEAMS/COL:	TIMBER NEWELS TIMBER			
	TRIM:	5/4 x4 DOOR/WINDOW 2x2 CORNER TRIM			



# **CAMBER TOWNHOMES** 624 MONTEZUMA RD. | SUMMIT COUNTY, CO

# PROPERTY DESCRIPTION LOCATION: 624 MONTEZUMA RD.

OWNER:

PARCEL NUMBER:

AREA:

LEGAL DESCRIPTION:

**ZONING** 

624 MONTEZUMA RD. 624 MONTEZUMA RD. LLC TRACT F: 2093-1910-10-033,

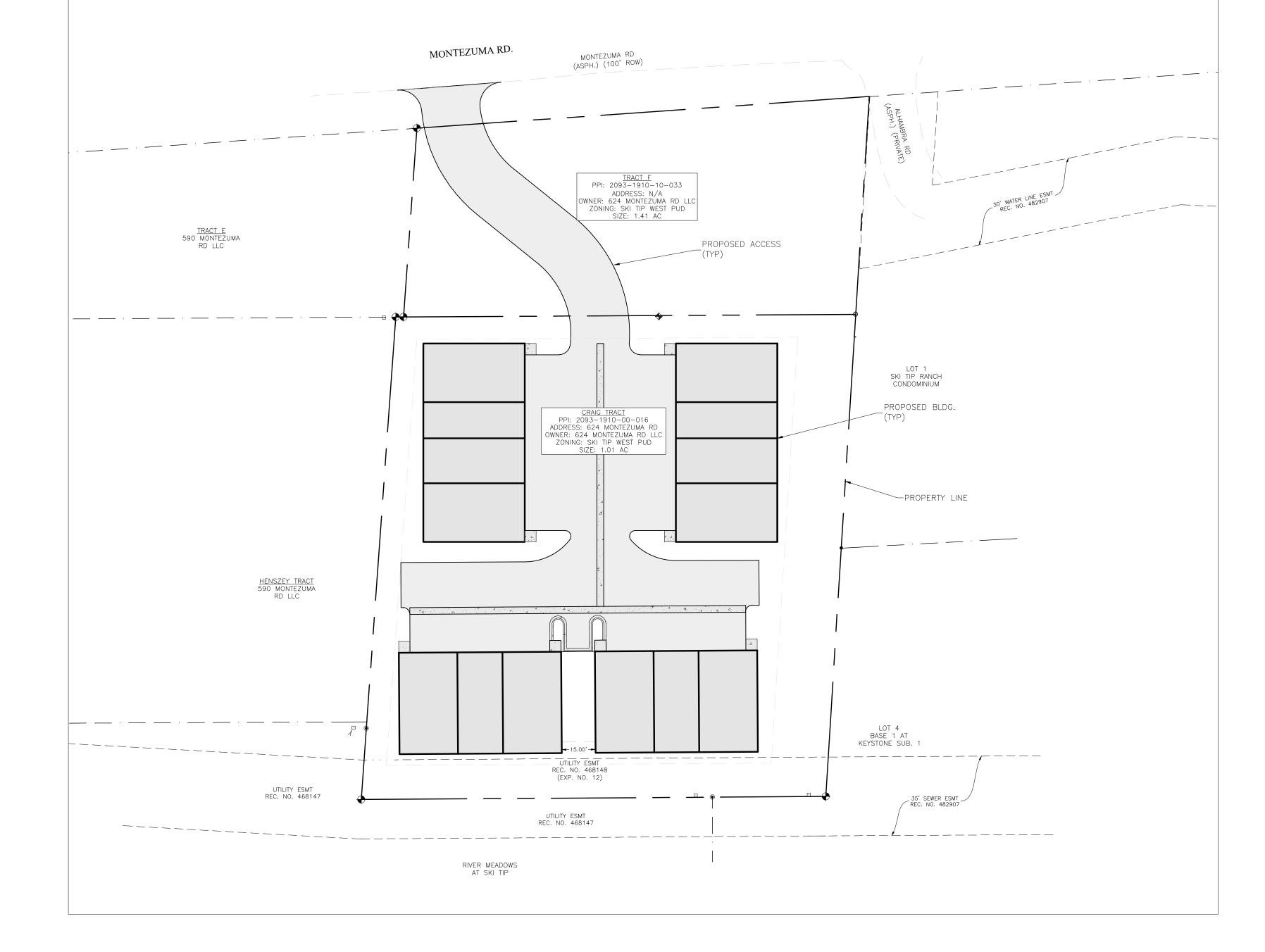
CRAIG TRACT: 2093-1910-00-016 TRACT F: 0.41 AC, CRAIG TRACT

1.01AC QUARTER: NW¼, SE¼, NW¼,

NE<sup>1</sup>⁄<sub>4</sub> SECTION: 19 TOWNSHIP:5 S RANGE: 78 W SUBDIV: 9000 BLOCK: 576 LOTS: 19 SKI TIP WEST PUD

#### PROJECT CONTACTS

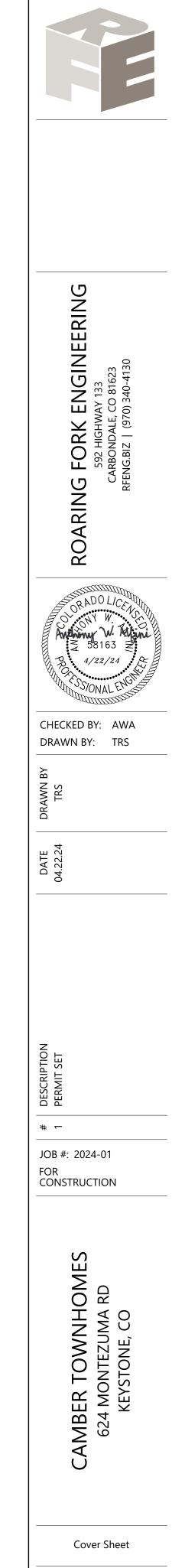
DEVELOPER	CATE SIEGEL HAMLIN PALISADE PARTNERS (970) 471–0963
CIVIL ENGINEER	TYLER STEVENS, PE ROARING FORK ENGINEERING (970) 340–4130
LANDSCAPE/PLANNER	ELENA SCOTT, LEED AP NORRIS DESIGN (970) 368–7068
SUMMIT FIRE & EMS	KIM MCDONALD (970) 262-5203
XCEL ENERGY	AMY LAGACE (970) 262-4033
ARCHITECT	BOBBY CRAIG (970) 453–8474

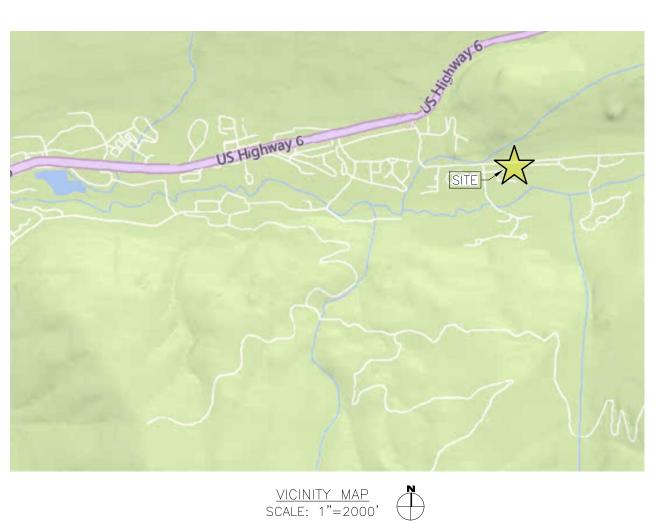




Know what's **below. Call before you dig.**   $\frac{\text{SITE MAP}}{1" = 30'}$ 

CLASS 4 SUBMITTAL APRIL 2024





Sheet List Table				
Sheet Number	Sheet Title			
C 1	Cover Sheet			
C2	Notes, Legend & Abbreviations			
C3	Existing Conditions & Demolition Plan			
C4	Site Layout			
C5	Overall Grading Plan - 20 SCALE			
C6	North Grading — 10 Scale			
C7	South Grading 10 Scale			
C8	Access & Valley Pan Plan & Profile			
C9	Utilities Plan			
C10	Sewer Main — P&P			
C11	Water Main — P&P			
C12	Storm Drain Plan			
C13	Storm Drain Profiles			
C14	Foundation Drains			
C15	Erosion & Sediment Control Plan			
C16	Water Details			
C17	Sanitary Details			

Storm & Pavement Details

C18

C1

Of 18

GENERAL NOTES: 1. ALL WORK SHALL COMPLY WITH THE MOST RECENT SUMMIT COUNTY LAND USE CODE, COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE) RULES AND REGULATIONS AND THE PLANS AND SPECIFICATIONS INCLUDED HEREIN

- 2. LIMITS OF CONSTRUCTION SHALL BE AS SHOWN ON PLANS AND LIMITED TO APPROVED DISTURBANCE ENVELOPES.
- 3. TEMPORARY CONSTRUCTION EASEMENTS MAY BE REQUIRED AND ARE TO BE COORDINATED WITH PROPERTY OWNER. 4. THE CONTRACTOR MUST CERTIFY THAT ALL AGGREGATES USED ON THIS PROJECT ARE FREE FROM HAZARDOUS
- COMPONENTS IN EXCESS OF THE THRESHOLD CONCENTRATIONS ESTABLISHED BY THE EPA.
- 5. ANY SIGNAGE REMOVED DURING CONSTRUCTION THAT IS NOT SHOWN TO BE ON THE PLANS SHALL BE REPLACED OR RETURNED TO ITS ORIGINAL LOCATION.
- 6. THROUGHOUT ALL PHASES OF CONSTRUCTION, UNTIL THE FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR MUST KEEP THE WORK SITE CLEAN AND FREE FROM RUBBISH AND DEBRIS. THE CONTRACTOR SHALL ALSO ABATE DUST NUISANCE AS NECESSARY. THE CONTRACTOR HAS 24 HOURS AFTER THE DEPOSIT OF ANY EARTH, GRAVEL OR OTHER EXCAVATED MATERIAL TO REMOVE SUCH DEPOSIT. IN THE EVENT THAT THE EARTH, GRAVEL OR OTHER EXCAVATED MATERIAL IS NOT REMOVED, THE ENGINEER OR OWNER WILL DIRECT SUCH REMOVAL AND THE COST INCURRED SHALL BE DEDUCTED FROM THE BOND. DUST CONTROL WILL ONLY BE REQUIRED IF ADJACENT PROPERTY OWNERS ARE ADVERSELY AFFECTED OR IF DUST ADVERSELY AFFECTS MAINTENANCE OF TRAFFIC DURING THE PROJECT SUCH THAT, IN THE OPINION OF ENGINEER, ADJUSTMENT OF THE CONTROL PROGRAM IS APPROPRIATE. IT IS ANTICIPATED DUST CONTROL WILL BE REQUIRED ON THIS PROJECT
- 7. THE CONTRACTOR IS RESPONSIBLE FOR TEMPORARY SURFACES THROUGHOUT THE PROJECT TO MAINTAIN VEHICULAR TRAFFIC AND PROVIDE SAFE PEDESTRIAN ACCESS. THE COST SHALL BE INCIDENTAL TO WORK. 8. CONSTRUCTION DE-WATERING IS TO BE IN ACCORDANCE WITH THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND
- ENVIRONMENT REQUIREMENTS. CONTRACTOR IS RESPONSIBLE FOR ALL ASSOCIATED PERMITTING. 9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL WORK IS PERFORMED IN ACCORDANCE WITH APPLICABLE STANDARDS AND REGULATIONS AS SET FORTH BY THE OCCUPATIONAL SAFETY AND HEALTH
- ADMINISTRATION (OSHA). 10. NO FIELD CHANGES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE DESIGN ENGINEER AND SUMMIT COUNTY PLANNING & ENGINEERING.
- 11. SUBMITTALS SHALL BE PREPARED FOR ALL MATERIALS TO BE INCORPORATED INTO THE PROJECT AND SENT TO THE ENGINEER FOR REVIEW AND APPROVAL
- 12. THE PHYSICAL FEATURES WITHIN THE LIMITS OF THE PROJECT HAVE BEEN SHOWN BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FEATURES SHOWN. THE CONTRACTOR SHALL REVIEW AND VERIFY EXISTING PHYSICAL FEATURES AND ELEVATIONS OF THE CONDITIONS TO BE ENCOUNTERED DURING CONSTRUCTION.
- 13. THE CONTRACTOR SHALL LIMIT ALL WORK AND STORAGE AREAS TO THE PROJECT SITE. ANY WORK INSIDE PUBLIC RIGHT-OF-WAYS WILL REQUIRE APPROVAL FROM THE JURISDICTIONAL AUTHORITY PRIOR TO CONSTRUCTION. USE OF ANY PRIVATE AREAS FOR THIS PROJECT BY THE CONTRACTOR MUST BE APPROVED IN WRITING BY THE PROPERTY OWNER WITH A COPY OF THIS APPROVAL PROVIDED TO THE ENGINEER PRIOR TO USAGE.
- 14. ALL WORK SHALL BE DONE TO THE LINES, GRADES, SECTIONS, AND ELEVATIONS SHOWN ON THE PLANS UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER.
- 15. THE ENGINEER SHALL BE NOTIFIED WITHIN 48 HOUR PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION 16. THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE AND/OR TOES OF SLOPE AS SHOWN ON THE PLANS. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITIONS BY THE CONTRACTOR AT THEIR OWN EXPENSE.
- 17. THE CONTRACTOR SHALL PROTECT ALL TREES, BUSHES, AND EXISTING IMPROVEMENTS INSIDE AND OUTSIDE THE LIMITS OF WORK UNLESS SPECIFICALLY MARKED FOR REMOVAL OR REPLACEMENT. NO TREES SHALL BE REMOVED OR TRIMMED WITHOUT PRIOR ACKNOWLEDGEMENT OF THE PROPERTY OWNER AND/OR PROJECT ENGINEER. ALL APPLICABLE PERMITS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- 18. THE CONTRACTOR SHALL PROTECT THE EXISTING DRAINAGE STRUCTURES AND REROUTE ANY RUNOFF AS NECESSARY DURING CONSTRUCTION ACTIVITIES TO PREVENT EROSION AND DAMAGE. 19. THE PHYSICAL FEATURES REQUIRING REMOVAL OR OBLITERATION WITHIN THE PROJECT SHALL BECOME THE PROPERTY
- OF THE CONTRACTOR AND BE DISPOSED OF OFF-SITE UNLESS OTHERWISE NOTED. 20. THE CONTRACTOR SHALL HAVE A COPY OF ALL APPLICABLE STANDARDS AND APPROVED CONSTRUCTION PLANS AND SPECIFICATIONS ON SITE AT ALL TIMES.
- 21.ANY DISCREPANCY WITHIN THESE PLANS SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER. 22.ALL SEWER MANHOLES STATION OFFSET CALLOUTS REFERENCE CENTER OF STRUCTURE LOCATION. ELEVATIONS
- REFERENCE THE MANHOLE LID OR FLOW LINE ON MANHOLES WITH GUTTER INLETS.
- UTILITY GENERAL NOTES
- 1. ANY CONTRACTOR-CAUSED DAMAGE TO UTILITY AND/OR SERVICE LINES SHOWN OR NOT SHOWN ON THE PLANS, SHALL BE REPAIRED OR REPLACED AT NO COST TO OWNER OF THE LINE AND SHALL BE ACCOMPLISHED BY THE CONTRACTOR, SUBCONTRACTOR OR AS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY COMPANIES PRIOR TO COMMENCING WORK IN THE PROJECT AREA. LIKEWISE, THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING HIS WORK AND THAT OF THE INVOLVED UTILITIES IN THE PROJECT AREA. 2. UTILITY LINES SHOWN ON THE PLANS ARE LOCATED FROM THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL
- BE RESPONSIBLE FOR THE VERIFICATION AND PROTECTION OF ALL UTILITIES IN PLACE. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 811 A MINIMUM OF TWO
- BUSINESS DAYS IN ADVANCE OF ANY EXCAVATION OR GRADING. 4. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL UTILITIES AND STRUCTURES AFFECTED BY THE WORK. ANY DAMAGE SHALL BE REPAIRED AND RESTORED TO THE SATISFACTION OF THE OWNER AND UTILITY PROVIDER. THE
- CONTRACTOR SHALL COORDINATE ALL UTILITY RELOCATIONS AS NECESSARY. 5. EXCAVATION AT GAS LINES: TEMPORARY COVER DURING CONSTRUCTION SHALL BE AT LEAST 18 INCHES OVER THE GAS CONDUIT. FINISHED GRADE OVER THE GAS CONDUIT MUST BE AT LEAST TWO FEET AND NO MORE THAN SIX FEET.
- 6. EXISTING UNDERGROUND TELEPHONE, FIBER AND CABLE TELEVISION FACILITIES MAY BE LOCATED IN CLOSE PROXIMITY TO THE WORK, THE CONTRACTOR MAY, IF NECESSARY, TEMPORARILY DISPLACE THE CABLES DURING CONSTRUCTION AND REINSTALL THEM IN ACCORDANCE WITH THE APPROPRIATE TELEPHONE, FIBER OR CABLE PROVIDER'S GUIDELINES WITH THEIR PRIOR CONSENT.
- 7. THE CONTRACTOR SHALL AT THEIR EXPENSE, SUPPORT AND PROTECT ALL UTILITIES, SO THAT THEY WILL FUNCTION CONTINUOUSLY DURING CONSTRUCTION EXCEPT THOSE DESIGNATED TO BE TEMPORARILY SHUT DOWN. THE CONTRACTOR SHALL GET AUTHORIZATION FOR TEMPORARY SERVICE DISRUPTIONS PRIOR TO ANY UTILITY WORK AT LEAST 48 HOURS IN ADVANCE OF THE WORK. CUSTOMERS SHALL BE NOTIFIED ACCORDING TO THE UTILITY PROVIDERS REQUIREMENTS. SHOULD A UTILITY FAIL AS A RESULT OF THE CONTRACTOR'S OPERATIONS, IT WILL BE REPAIRED IMMEDIATELY BY EITHER THE CONTRACTOR OR THE UTILITY PROVIDER AT THE FULL COST OF LABOR AND MATERIALS TO THE CONTRACTOR
- 8. ALL VALVE BOXES, CLEANOUTS, MANHOLES, GUY WIRES, SHALL BE ADJUSTED TO FINISHED GRADE.
- 9. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND ELEVATION OF ALL SANITARY SEWER SERVICES AND WATER SERVICES PRIOR TO CONSTRUCTION.
- 10. TEMPORARY SHORING MAY BE REQUIRED FOR UTILITY INSTALLATION WORK ESPECIALLY IN AREAS CLOSE TO OR IN EXISTING SLOPES. THE CONTRACTOR SHALL MAINTAIN SLOPE/TRENCH STABILITY UNTIL EXCAVATION IS BACKFILLED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING REQUESTED OR REQUIRED SHORING PLANS TO SUMMIT COUNTY AND ENGINEER FOR REVIEW AND APPROVAL PRIOR TO SHORING OPERATIONS.

SANITARY SEWER GENERAL NOTES

- 1. ALL SANITARY SEWER CONSTRUCTION SHALL CONFORM TO THE LATEST SUMMIT COUNTY AND COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE) RULES AND REGULATIONS. 2. INSTALLATION OF NEW SANITARY SEWER IN AREAS WITH WATER MAIN AND SERVICE CROSSINGS MUST COMPLY WITH
- SUMMIT COUNTY AND CDPHE RULES AND REGULATIONS.
- 3. CONTRACTOR IS TO OBTAIN STATE DE-WATERING PERMIT IN CASE OF GROUNDWATER IN THE TRENCH.
- 4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY SUMMIT COUNTY. 5. THE CONTRACTOR MUST NOTIFY THE COUNTY AT LEAST TWO FULL WORKING DAYS PRIOR TO THE START OF SEWER
- CONSTRUCTION. 3. ALL SEWER MAINS SHALL HAVE A MINIMUM COVER OF 7 FEET. IF GRADE CONFLICTS OCCUR WITH EXISTING UTILITIES
- OR OTHER OBSTRUCTIONS THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
- 4. THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION FROM ALL WATER MAIN CROSSINGS. ONE FULL LENGTH OF WATER PIPE MUST BE LOCATED SO BOTH JOINTS WILL BE AS FAR FROM THE SEWER AS POSSIBLE. IF THIS CANNOT BE MET THE ENGINEER SHALL NE NOTIFIED IMMEDIATELY.
- 5. ALL PRIVATE SANITARY SERVICES SHALL BE SLOPE AT A MINIMUM OF 2%.
- 6. ALL SEWER MANHOLES STATION OFFSET CALLOUTS REFERENCE CENTER OF STRUCTURE LOCATION. ELEVATIONS REFERENCE THE MANHOLE LID.
- 16. ALL TRENCHES SHALL BE COMPACTED TO 95% AS DETERMINED BY AASHTO T-99. WATER REQUIRED FOR MOISTURE CONDITIONING OF BACKFILL MATERIAL SHALL BE OBTAINED FROM AN AUTHORIZED SOURCE. ALL NECESSARY COMPACTION TESTING SHALL BE COMPLETED THROUGH A CERTIFIED SOILS LABORATORY.
- 17. A COPY OF THE COMPACTION TEST RESULTS SHALL BE PROVIDED TO THE ENGINEER DURING THE COURSE OF THE PROJECT
- 18. GREEN IDENTIFICATION TAPE SHALL BE INSTALLED 24 INCHES ABOVE ALL SEWER MAINS.

WATERLINE GENERAL NOTES:

- ENVIRONMENT (CDPHE) RULES AND REGULATIONS.
- CDPHE RULES AND REGULATIONS.
- 3. CONTRACTOR IS TO OBTAIN STATE DEWATERING PERMIT IN CASE OF GROUNDWATER IN THE TRENCH. 4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE ENGINEER AND/OR SUMMIT COUNTY.
- 5. THE CONTRACTOR MUST NOTIFY THE ENGINEER AT LEAST TWO FULL WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
- 6. ALL WATER MAIN PIPES, FITTINGS AND APPURTENANCES SHALL MEET THE CLASS CALLED OUT IN THE PLANS AND SPECIFICATIONS.
- 7. ALL WATERLINES SHALL HAVE A MINIMUM COVER OF 9 FEET. COVER GREATER THAN THE SPECIFIED MINIMUM MAY BE REQUIRED TO ACCOMMODATE EXISTING GRADES AND AVOID HIGH POINTS IN THE WATERLINE TO A MAXIMUM OF 12 FEET. IF GRADE CONFLICTS OCCUR WITH EXISTING UTILITIES OR OTHER OBSTRUCTIONS, THE PROPOSED WATER MAIN DEPTH CAN BE VARIED PROVIDED THE 9 FOOT MINIMUM COVER IS MAINTAINED.
- 8. PRECAUTIONS MUST BE TAKEN TO PROTECT WATER LINE PIPE INTERIORS, FITTINGS AND VALVES AGAINST CONTAMINATION. PIPES, FITTINGS AND VALVES SHALL BE KEPT CLEAN AND DRY AT ALL TIMES. A WATER TIGHT PLUG SHALL BE INSTALLED IN THE OPEN END OF THE PIPE AT THE END OF EACH WORKING DAY.
- 9. WATERLINES WILL BE INSTALLED AT RELATIVELY STRAIGHT LINES BETWEEN FITTINGS EXCEPT WHERE SHOWN OTHERWISE ON THE PLANS. IN NO CASE SHALL THE MAXIMUM JOINT DEFLECTION BE EXCEEDED AS SPECIFIED BY THE PIPE MANUFACTURER. PIPE CURVATURE MAY BE OBTAINED BY JOINT DEFLECTION AS RECOMMENDED AND WARRANTED BY MANUFACTURER. MANUFACTURER'S INSTALLATION GUIDELINES TO BE PROVIDED WITH MATERIALS SUBMITTAL.
- 10.IF HIGHLY CORROSIVE SOILS ARE ENCOUNTERED, ALL BURIED FITTINGS AND VALVES MUST BE WRAPPED IN 8 MIL POLYWRAP IN AREAS OF HIGH SOIL CONDUCTIVITY 11. APPROVED THRUST RESTRAINT MECHANISMS ARE MEGALUGS, THRUST BLOCKS AND TIE RODS. CONCRETE THRUST BLOCKS SHALL BE INSTALLED AT ALL HORIZONTAL AND VERTICAL BENDS, TEES, VALVES AND CAPS, ETC. IN
- ACCORDANCE WITH THE THRUST BLOCK TABLE SHOWN ON THE DETAIL SHEET. FOR CLARITY, THRUST BLOCKS MAY NOT HAVE BEEN SHOWN ON THE DRAWINGS. FITTINGS WITH THRUST BLOCKS SHALL NOT BE BACKFILLED UNTIL THE CONCRETE HAS BEEN GIVEN SUFFICIENT TIME TO CURE. USE TIE RODS AND MEGALUGS WHERE THRUST BLOCKS CAN'T BEAR ON NATIVE SOIL. THE MINIMUM TIE ROD LENGTH SHALL BE 20 FEET.
- 12. TEN FEET MINIMUM HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN SANITARY SEWER AND WATER MAINS EXCEPT AT SPECIFIED CROSSINGS AND AS IDENTIFIED ON THE PLANS.
- 13. THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION FROM ALL SANITARY SEWER CROSSINGS. ONE FULL LENGTH OF WATER PIPE MUST BE LOCATED SO BOTH JOINTS WILL BE AS FAR FROM THE SEWER AS POSSIBLE. IF THIS CANNOT BE MET THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
- 14.FREEZE PROTECTION SHALL BE INSTALLED FOR ALL WATER MAIN AND SERVICES LESS THAN 8 FEET DEEP AND AWAY FROM STORM SEWERS, MANHOLES, VAULTS AND CULVERTS.
- 15. BLUE IDENTIFICATION TAPE SHALL BE INSTALLED 24 INCHES ABOVE ALL WATER MAINS. 16. ALL TRENCHES SHALL BE COMPACTED TO 95% AS DETERMINED BY AASHTO T-99. WATER REQUIRED FOR MOISTURE CONDITIONING OF BACKFILL MATERIAL SHALL BE OBTAINED FROM AN AUTHORIZED SOURCE. ALL NECESSARY
- COMPACTION TESTING SHALL BE COMPLETED THROUGH A CERTIFIED SOILS LABORATORY. 17. A COPY OF THE COMPACTION TEST RESULTS SHALL BE PROVIDED TO THE ENGINEER DURING THE COURSE OF THE PROJECT.
- 2. TOPSOIL THAT IS STRIPPED SHALL BE STOCKPILED, SURROUNDED BY EROSION LOGS AND SEEDED AND MULCHED FOR 18. THE CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED WATER LINE TESTING. ALL TESTING SHALL BE COMPLETED IN STABILIZATION. THE PRESENCE OF THE ENGINEER'S REPRESENTATIVE. THIS INCLUDES PRESSURE AND LEAKAGE TEST, FLUSHING AND 3. EROSION AND SEDIMENT CONTROLS ARE TO BE INSPECTED EVERY FOURTEEN CALENDAR DAYS OR AFTER EVERY STORM DISINFECTION, BACTERIOLOGICAL TESTS, AND PIPE CONDUCTIVITY CONTINUITY. DISINFECTION OF THE WATER LINE SHALL EVENT THAT EQUALS OR EXCEEDS A HALF INCH OF PRECIPITATION. BE IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN AWWA C651, LATEST EDITION, DISINFECTING WATER MAINS. 4. CONTRACTOR IS RESPONSIBLE FOR CHECKING THAT ALL EROSION CONTROL BMPs ARE FREE OF MUD, DIRT, AND 19. A PRE-CONSTRUCTION MEETING WITH THE ENGINEER WILL BE REQUIRED WITH A MINIMUM OF 48 HOUR NOTICE. DEBRIS. ALL STRUCTURES ARE TO BE CLEANED ONCE DEPOSITED SEDIMENT REACHES ONE THIRD THE HEIGHT OF THE 20.SWIVEL TEES MAY BE USED FOR ALIGNING HYDRANT VALVE AND VALVE BOX WITH EXISTING GRADES STRUCTURE.
- 21.NEW SERVICE TAPS ARE TO BE PERFORMED BY THE CONTRACTOR WHEN CONNECTIONS ARE READY TO BE MADE. TWO 5. ACTUAL LOCATIONS OF ALL EROSION AND SEDIMENT CONTROL MEASURES MAY BE FIELD MODIFIED IF NECESSARY BY ENGINEER OF RECORD AND APPROVED BY SUMMIT COUNTY. DAYS NOTICE MUST BE GIVEN. NO PRE-TAPPING FOR FUTURE SERVICE IS ALLOWED WITHOUT A SIGNED PRE-TAPPING AGREEMENT. PRE-TAPPING WILL REQUIRE TESTING AND DISINFECTION ACCORDING TO THE ENGINEER'S SPECIFICATIONS. 6. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED AFTER THEY ARE NO LONGER NECESSARY (E.G., 22.ALL PIPING COMPONENTS REQUIRED FOR TIE-INS TO EXISTING WATER LINES MAY NOT BE SHOWN ON THE DRAWINGS. WHEN AN AREA THAT WAS DISTURBED HAS ACHIEVED 75% RE-VEGETATION). ALL COMPONENTS NECESSARY COMPONENTS WILL BE CONSIDERED INCIDENTAL TO THE WORK AND SHALL BE PROVIDED . CONSTRUCTION ROAD, STABILIZED ENTRANCE, STAGING AREA, AND PERIMETER EROSION CONTROL MEASURES SHALL BE AS PART OF THE WORK.
- 23.SOLID SLEEVES AT EXISTING CONNECTION POINTS ARE IMPLIED AND ARE NOT SPECIFICALLY CALLED OUT ON THE
- PLANS.

#### <u>EARTHWORk</u>

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LEGAL DISPOSAL OF ANY EXCESS SOIL, DEBRIS AND WASTE MATERIAL OFF OF THE PROJECT SITE. 2. ANY MATERIAL NOT SUITABLE FOR BACKFILL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF, BY AND AT THE EXPENSE OF THE CONTRACTOR
- 3. ALL EMBANKMENT MATERIAL REQUIRING COMPACTION WILL CONFORM TO CDOT/ASTM STANDARDS.
- 4. IF GROUNDWATER IS ENCOUNTERED CONTACT ENGINEER BEFORE PROCEEDING WITH WORK IN AREA OF GROUNDWATER. . IF BEDROCK IS ENCOUNTERED CONTACT ENGINEER BEFORE PROCEEDING WITH WORK IN AREA OF BEDROCK. 6. AREAS OF HEAVY VEGETATION, TREES, ROCKS, ETC. MAY NOT ALL BE SHOWN ON THE PLANS. THE CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH THE EXISTING CONDITIONS AND REQUIRED CONSTRUCTION METHODS TO PERFORM THE
- WORK. CERTAIN AREAS MAY REQUIRE TREE REMOVAL, BOULDER RELOCATION, CLEARING AND GRUBBING, ETC. THAT MAY BENCHMARK AND SURVEY CONTROL NOT BE SPECIFICALLY CALLED OUT. 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING OF BOTH HORIZONTAL AND VERTICAL LAYOUT ON THIS PROJECT. COORDINATES ARE REFERENCED IN THE COORDINATE LIST SHOWN ON THESE PLANS. THE AS NECESSARY TO COMPLETE THE WORK. GROUNDWATER SHALL BE PUMPED, PIPED, REMOVED AND DISPOSED OF IN A CONTRACTOR SHALL COORDINATE WITH THE PROJECT ENGINEER FOR INTERPRETATION AND INFORMATION IN STAKING OF MANNER WHICH DOES NOT CAUSE FLOODING OF EXISTING STREETS NOR EROSION ON ABUTTING PROPERTIES IN ORDER THE PROJECT FOR CONSTRUCTION. TO CONSTRUCT THE IMPROVEMENTS SHOWN ON THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR ANY COLORADO
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY GROUNDWATER ENCOUNTERED DURING CONSTRUCTION 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING ANY MONUMENTS, RANGE POINTS, TIES, BENCHMARKS, DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENTAL STORM WATER DISCHARGE OR DE-WATERING PERMITS THAT AND/OR SURVEY CONTROL POINTS WHICH MAY BE DISTRIBUTED OR DESTROYED BY CONSTRUCTION. SUCH POINTS CORRESPOND WITH THESE ACTIVITIES. SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENT BY A REGISTERED PROFESSIONAL LAND 8. ONSITE NATIVE MATERIAL CAN BE USED FOR STRUCTURAL BACKFILL IF APPROVED BY A GEOTECHNICAL ENGINEER AND SURVEYOR AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO. PROPERTY CORNERS WHICH FALL SHALL BE SCREENED TO SIX INCH MINUS. WITHIN NEW CONCRETE FLATWORK SHALL BE DURABLE AND SET FLUSH. THIS SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
- 9. STRIPPED TOPSOIL GENERATED ONSITE IS TO BE STOCKPILED AND USED FOR RE-VEGETATION.

1. ALL WATERLINE CONSTRUCTION SHALL CONFORM TO THE LATEST COLORADO DEPARTMENT OF PUBLIC HEALTH AND

- TRAFFIC CONTROL NOTES:
- 1. A TRAFFIC CONTROL PLAN SHALL BE PROVIDED BY A CERTIFIED TRAFFIC CONTROL SUPERVISOR AND IMPLEMENTED BY A CERTIFIED TRAFFIC CONTROL TEAM.
- 2. INSTALLATION OF NEW WATERLINE IN AREAS WITH SANITARY SEWER MAIN AND SERVICE CROSSINGS MUST COMPLY WITH 2. MAINTAIN ACCESS TO RESIDENCES AT ALL TIMES. TEMPORARY CLOSURE WILL BE ALLOWED FOR UTILITY WORK WITH PRIOR COORDINATION AND APPROVAL BY THE OWNER. PROVIDE FOR EMERGENCY ACCESS CONTINUOUSLY. 3. PROVIDE SAFETY CONES, FLAG PERSONS, VERTICAL PANELS WITH BEACONS, SIGNS AND BARRICADES AS NECESSARY TO PROTECT PUBLIC AND WORK SITE.
  - 4. PROVIDE SIGNAGE AS REQUIRED BY OWNER AND JURISDICTIONAL AUTHORITIES.
  - 5. PROVIDE DIRECTIONAL SIGNAGE INCLUDING BUT NOT LIMITED TO ONE-WAY SIGNS AND/OR TRAFFIC SIGNALS DURING CONSTRUCTION. JERSEY BARRIERS MAY BE REQUIRED DURING CONSTRUCTION.
  - 6. ANY SIGNAGE REMOVED DURING CONSTRUCTION SHALL BE REPLACED OR RETURNED TO ITS ORIGINAL LOCATION. 7. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
  - (MUTCD). 8. THE CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN TEMPORARY TRAFFIC CONTROL DEVICES NECESSARY THROUGHOUT THE DURATION OF CONSTRUCTION.
  - 9. CONTRACTOR SHALL PROVIDE A SMOOTH TEMPORARY DRIVING SURFACE UNTIL FINAL PAVING IS COMPLETE. ALL TEMPORARY DRIVING SURFACES WILL NOT BE PAID FOR SEPARATELY, BUT WILL BE CONSIDERED INCIDENTAL TO THE
  - 10. THE CONTRACTOR SHALL CLOSELY MONITOR ACCESS FOR HEAVY CONSTRUCTION EQUIPMENT THROUGH THE PROJECT AND USE TRAFFIC CONTROL AS NEEDED TO ACCOMMODATE CONSTRUCTION ACTIVITY ENTERING AND LEAVING THE PROJECT SITE.
  - LANDSCAPE NOTES:
  - 1. ALL AREAS DISTURBED SHALL BE REVEGETATED IN ACCORDANCE WITH SECTION 3604.J.2.B OF THE SUMMIT COUNTY DEVELOPMENT CODE. PREPARATORY TO SEEDING, THE TOP 4 INCHES OF THE SURFACE SHALL BE TILLED INTO AN EVEN AND LOOSE SEEDBED 4 INCHES DEEP, FREE OF CLODS IN EXCESS OF 4 INCHES IN DIAMETER, OR A MINIMUM OF 2 INCHES OF TOPSOIL SHALL BE APPLIED TO ESTABLISH THE DESIRED LINE AND GRADE. PLATING OF GRASS SEED SHALL BE DONE IMMEDIATELY FOLLOWING, AND NOT MORE THAN 10 CALENDAR DAYS FOLLOWING SURFACE PREPARATION.
  - 2. PRIOR TO TOPSOIL PLACEMENT, ALL CUT OR FILL SLOPES WILL BE CONTOURED TO BLEND WITH ADJACENT TERRAIN. CONTRACTOR MAY USE VARIOUS SLOPE MOLDING TECHNIQUES TO ENHANCE THE AESTHETIC QUALITY OF THE SLOPE WHILE MAXIMIZING THE REVEGETATION POTENTIAL. ALL CUT AND FILL SLOPES SHALL BE ROUNDED AT THE TOE TO BLEND WITH THE EXISTING TERRAIN. ADDITIONALLY, WHERE SOILS AND STEEPNESS OF SLOPES PERMIT, TERRACES WILL BE CONSTRUCTED TO AID THE REVEGETATION PROCESS.
  - 3. THE CONTRACTOR SHALL PROTECT FROM DAMAGE ALL TREES, BUSHES, AND EXISTING IMPROVEMENTS INSIDE AND OUTSIDE THE LIMITS OF WORK UNLESS NOTED FOR DEMO/REMOVAL. SPECIFIC PROVISIONS ARE SHOWN ON THE PLANS.
  - 4. THE CONTRACTOR SHALL RESTORE ALL DISTURBED LANDSCAPE, HARDSCAPE, AND SNOW MELTED AREAS IN-KIND. 5. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION CONSIDERATIONS IN DENSELY VEGETATED AREAS. ALL DAMAGED OR REMOVED VEGETATION SHALL BE REPLACED IN-KIND AT THE EXPENSE OF THE CONTRACTOR.
  - EROSION CONTROL NOTES:
  - 1. THE ULTIMATE RECEIVING WATERS IS THE BLUE RIVER.
  - INSTALLED PRIOR TO ANY SITE GRADING OR EXCAVATION ACTIVITIES. 8. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF SEDIMENT FROM VEHICLES LEAVING THE SITE.
  - 9. STOCKPILED MATERIALS SHALL BE SURROUNDED WITH EROSION LOGS AND WEIGHED DOWN WITH SAND BAGS.
  - 10. ALL DRAINAGE STRUCTURES ARE TO BE PROTECTED BY EROSION CONTROL MEASURES. 11. IF ANY TEMPORARY FLOW LINE IS TO OCCUR DUE TO INTERMITTENT GRADE CHANGE, CHECK DAMS, SURFACE ROUGHENING AND ADDITIONAL BMPs SHOULD BE IMPLEMENTED.
  - 12. RESURFACING OR REVEGETATION PRACTICES SHALL FOLLOW ALL LAND DISTURBING ACTIVITIES IMMEDIATELY UPON COMPLETION OF SAID ACTIVITIES. IF REVEGETATION PRACTICES ARE DELAYED, FINISHED TOPSOIL GRADE SHALL BE PROTECTED AGAINST WIND AND WATER EROSION WITH TEMPORARY EROSION CONTROL BMPs
  - 13. WATER SHALL BE USED AS A DUST PALLIATIVE WHERE REQUIRED. LOCATIONS SHALL BE AS ORDERED. THE COST OF WATER SHALL BE INCIDENTAL TO OTHER BID ITEMS. SWEEPING AND CLEANING ADJACENT STREETS AND SIDEWALKS DURING CONSTRUCTION WILL BE PERFORMED AS NECESSARY AND AS DIRECTED BY THE ENGINEER. SWEEPING, AND DUST MITIGATION WILL BE CONSIDERED INCIDENTAL TO THE WORK.

	LEGEND	
	EXISTING	PROPOSED
EASEMENT LINE		
SET BACK		
EDGE OF PAVEMENT		
EDGE OF GRAVEL		
EDGE OF WATER	· · · · · · ·	· · · · · · · ·
FENCE LINE	xxxxx	xxxx
FIBER OPTIC LINE	——————————————————————————————————————	F0 F0
FLOW LINE	$ \cdots  \cdots  \rightarrow $	
FORCE MAIN	FM FM	FM FM
GAS LINE	————XGAS————XGAS—	G G
MAJOR CONTOUR	9105	9105
MINOR CONTOUR	9104	9104
OVERHEAD ELECTRIC	—— E — — — OH— — ——	——— Е ——— ОН————
OVERHEAD TELEPHONE	—— T — — — OH— — ——	——— т ———ОН————
PROPERTY LINE		<u> </u>
RIGHT-OF-WAY		
SANITARY SEWER & SIZE	<u> </u>	<u>                 8</u> "S <u>            8</u> "S <u> </u>
SANITARY SEWER SERVICE	SS SS	SSSS
STORM DRAIN PIPE		
TBC/SIDEWALK/CONCRETE		
JNDERGROUND ELECTRIC	——————————————————————————————————————	—— Е —— Е ——
JNDERGROUND TELEPHONE	T T T	TT
JNDERGROUND COMMUNICATIONS	——————————————————————————————————————	C C
water line & size		8"W8"W
WATER SERVICE LINE	——————————————————————————————————————	
RRIGATION LINE	——————————————————————————————————————	IRR IRR
RAW WATERLINE	——— RAW ——— RAW ———	
ROAD CENTER LINE		

LIMITS OF DISTURBED AREA

----LDA-----LDA------LDA-----

ABC AP APPROX. ASPH. BP BW C&G CMP CONC. DW EB EG EOG EL. ELEC. EP EOA EX. FG GR GRAV. HCL HDPE HBP HBP HMA IN INV. L LDA LF	ASPHALT BEGINNING POINT BOTTOM OF WALL CURB AND GUTTER CENTER LINE CORRUGATED METAL PIPE CONCRETE DRIVEWAY EAST BOUND EXISTING GRADE EDGE OF GRAVEL ELEVATION ELECTRIC END POINT EDGE OF ASPHALT EXISTING FINISHED GRADE FLOWLINE FEET GRADE BREAK GUARDRAIL GRAVEL HORIZONTAL CONTROL LINE HIGH DENSITY POLYETHYLENE HIGH DENSITY POLYETHYLENE HIGH POINT HOT BITUMINOUS PAVEMENT HOT MIX ASPHALT INCH INVERT LEFT LIMITS OF DISTURBED AREA LINEAR FEET
LP	LOW POINT

CABLE BOX

CABLE RISER

CURB STOP

CURB INLET

DECIDUOUS TREE

ELECTRIC VAUL

EVERGREEN TREE

FIBER OPTIC RISER

FIRE HYDRANT

GAS METER

GATE VALVE

GUY ANCHOR

POWER POLE

SIGN

WELL

MONUMENT MARKER

SANITARY SEWER MANHOLE

SOIL BORING LOCATION

STORM DRAIN MANHOLE

TELEPHONE MANHOLE

SPOT ELEVATION

STREETLIGHT

MAILBOX

WATER METER

ELECTRIC MANHOLE/ METER

ELECTRIC TRANSFORMER

ELECTRIC SWITCH GEAR

MAXIMUM
MANHOLE
MINIMUM
MECHANICALLY STABILIZED EARTH
OFFSET
POINT OF CURVATURE
POINT OF COMPOUND CURVE
POINT OF REVERSE CURVE
PROFILE GRADE LINE
POINT
POINT OF REVERSE CURVATURE
PROPOSED
POINT OF TANGENCY
POINT OF VERTICAL CURVATURE
POINT OF VERTICAL INFLECTION
PAVEMENT
REMOVE & REPLACE
RIGHT; RADIUS
RADIAL
REINFORCED CONCRETE PIPE
REFERENCE
RIGHT-OF-WAY
SECTION
SQUARE FEET
SHEET
STORM DRAIN MANHOLE
SEWER MANHOLE
SOIL TREATMENT AREA
STATION
SIDEWALK
SQUARF YARD
TOP BACK CURB
TOP OF PIPE
TOP OF WALL
TYPICAL
WEST BOUND

MIN

MSE

PROF

PVM.

R/R

RCF

ROW

SFC

STA

SYMBOL LEGEND

EXISTING



e pipe



ER ш ENGIN  $\mathbf{\Sigma}$  $\mathbf{C}$ Oר) RIN  $\cap$ Ц

CHECKED BY: AWA DRAWN BY: TRS

7 #

JOB #: 2024-01

CONSTRUCTION

OM  $\vdash$ **MB** 624

Notes, Legend & Abbreviations

Of 18

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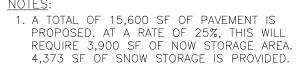
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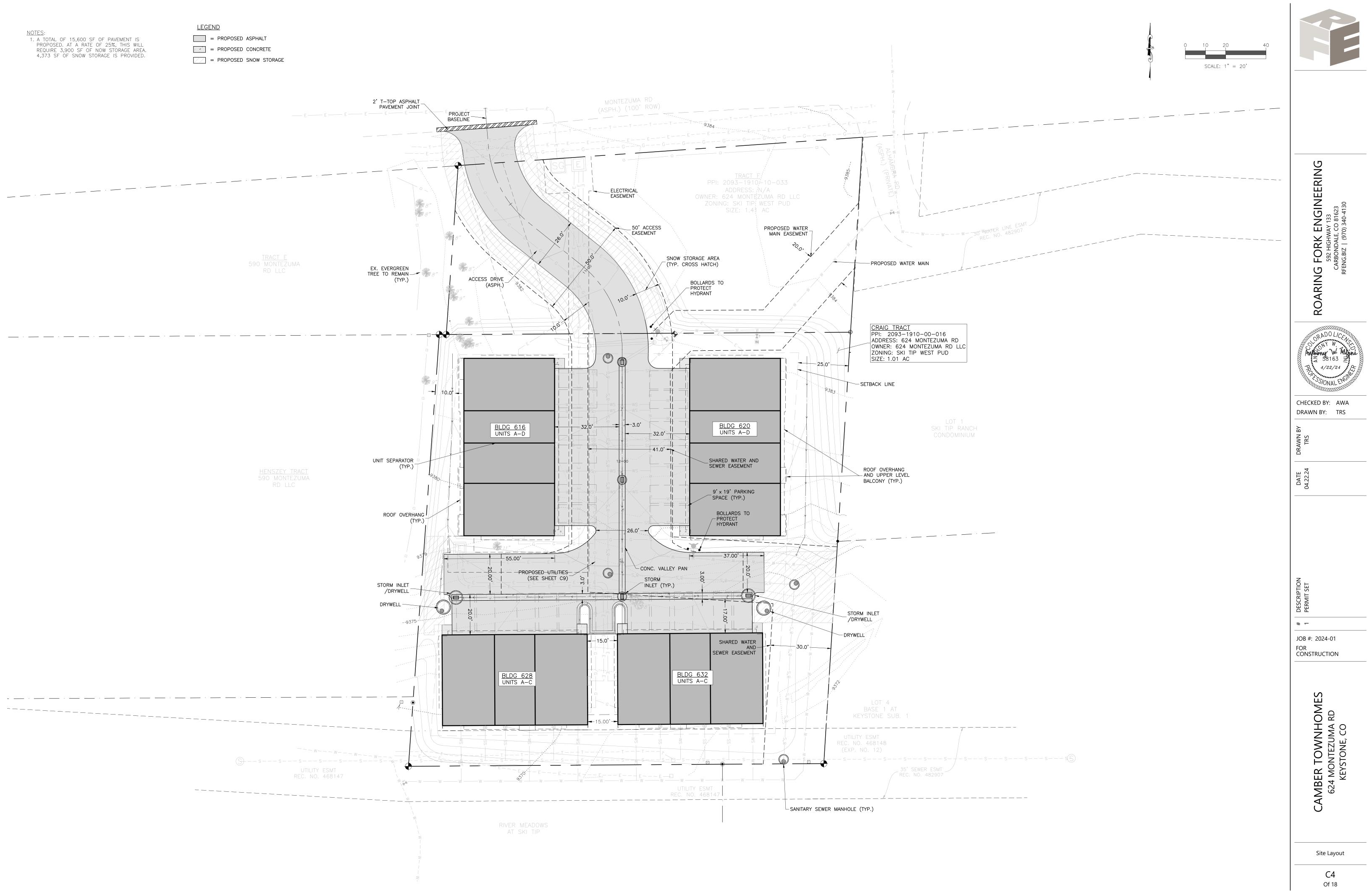
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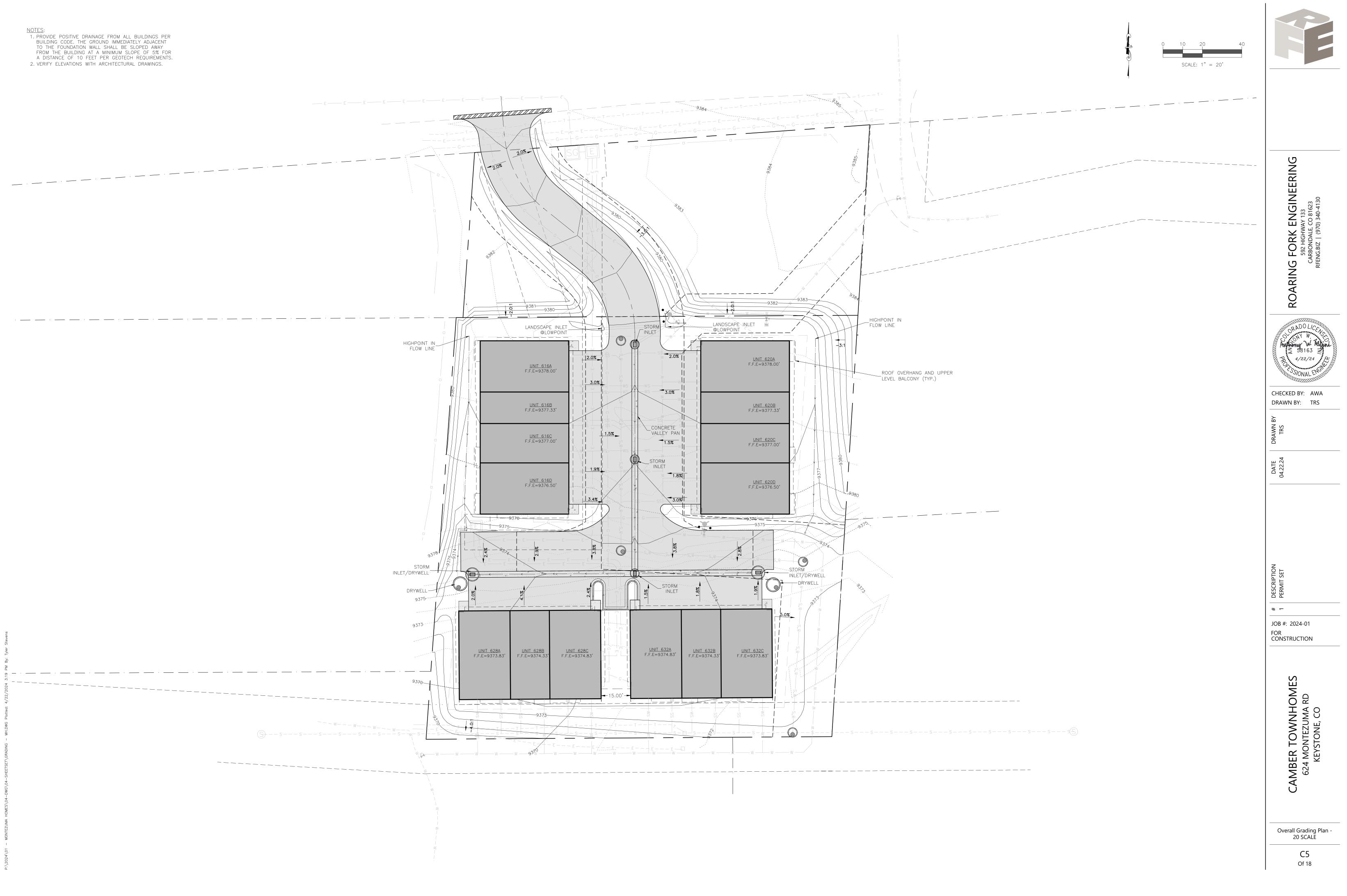
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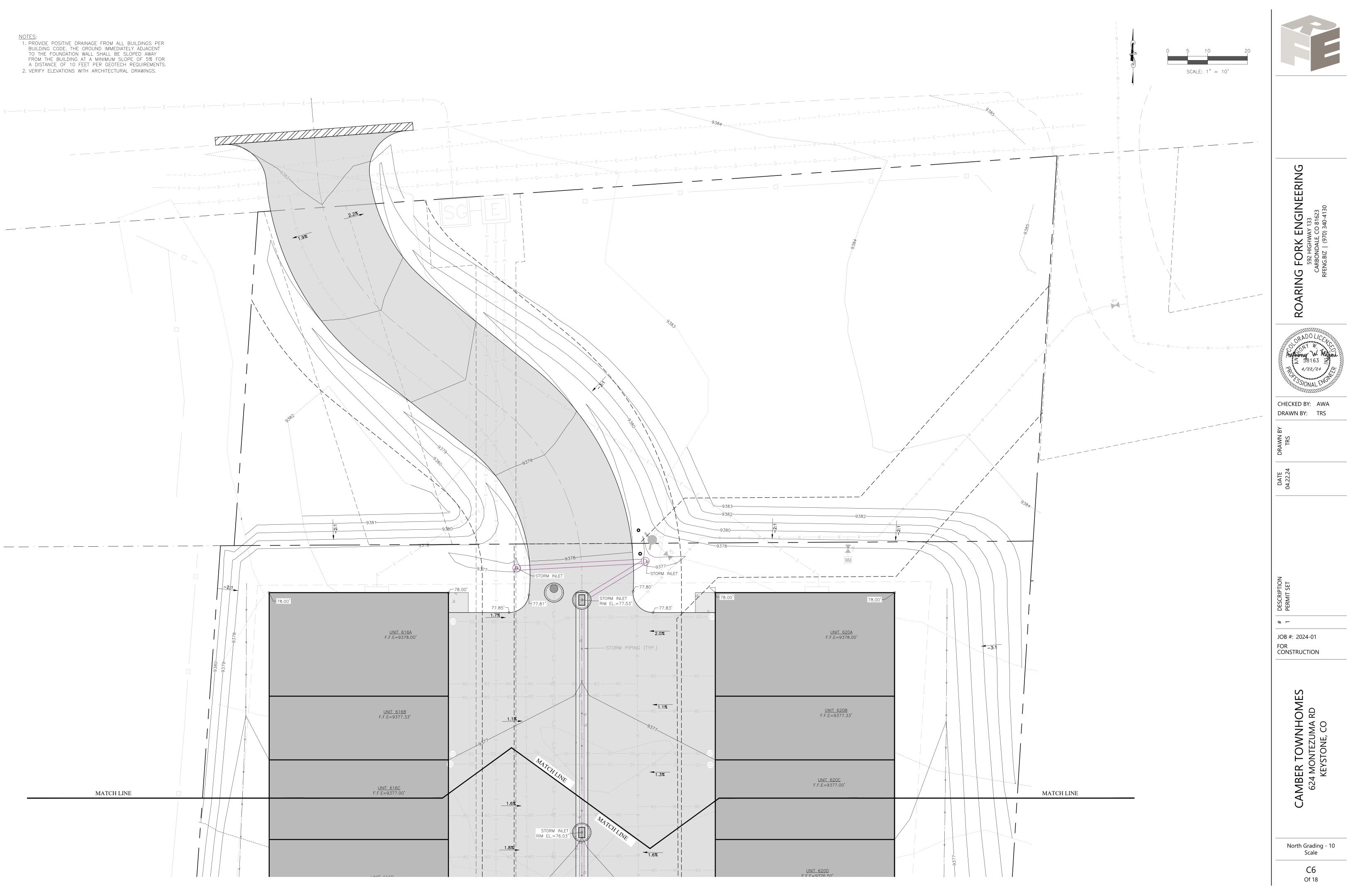


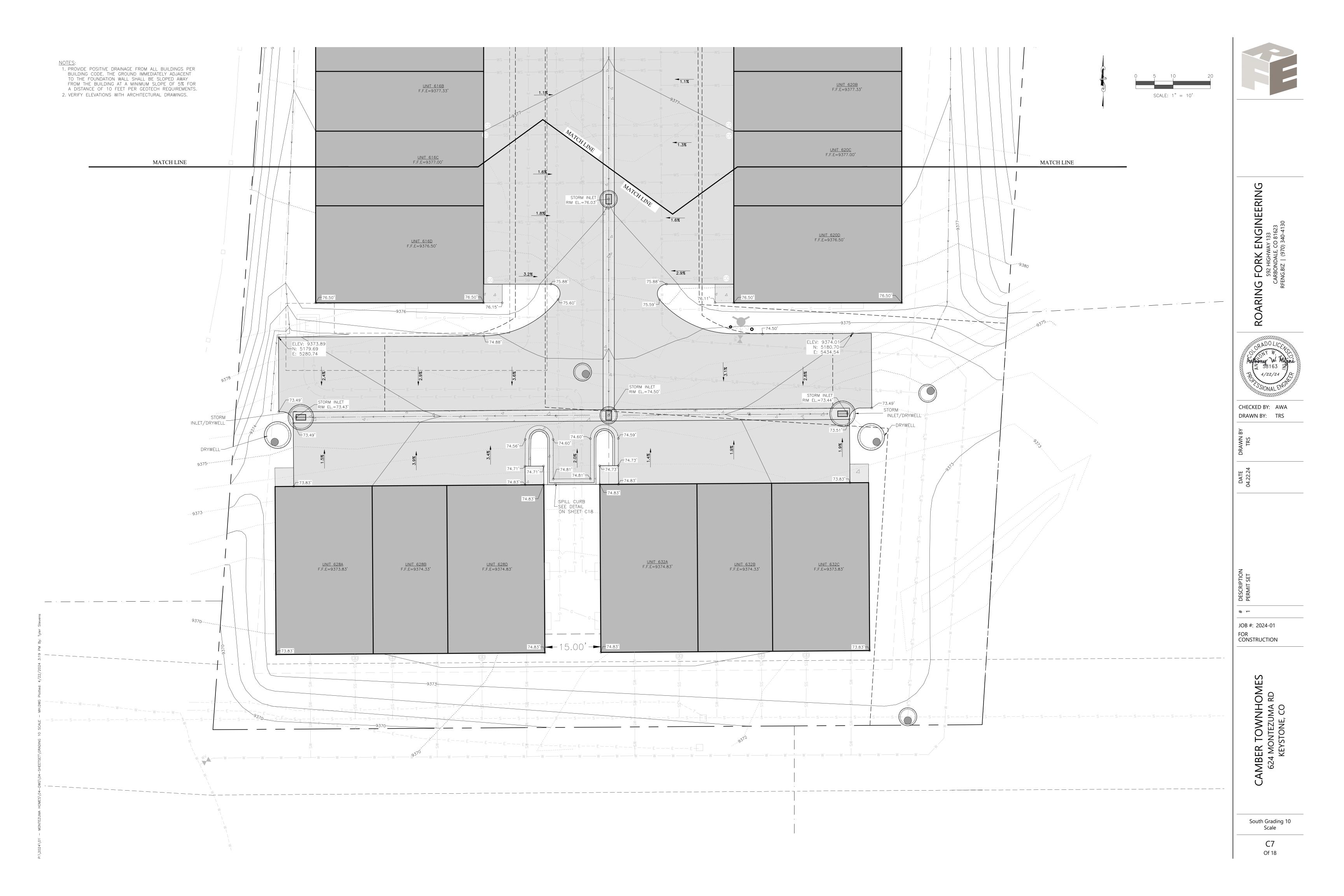


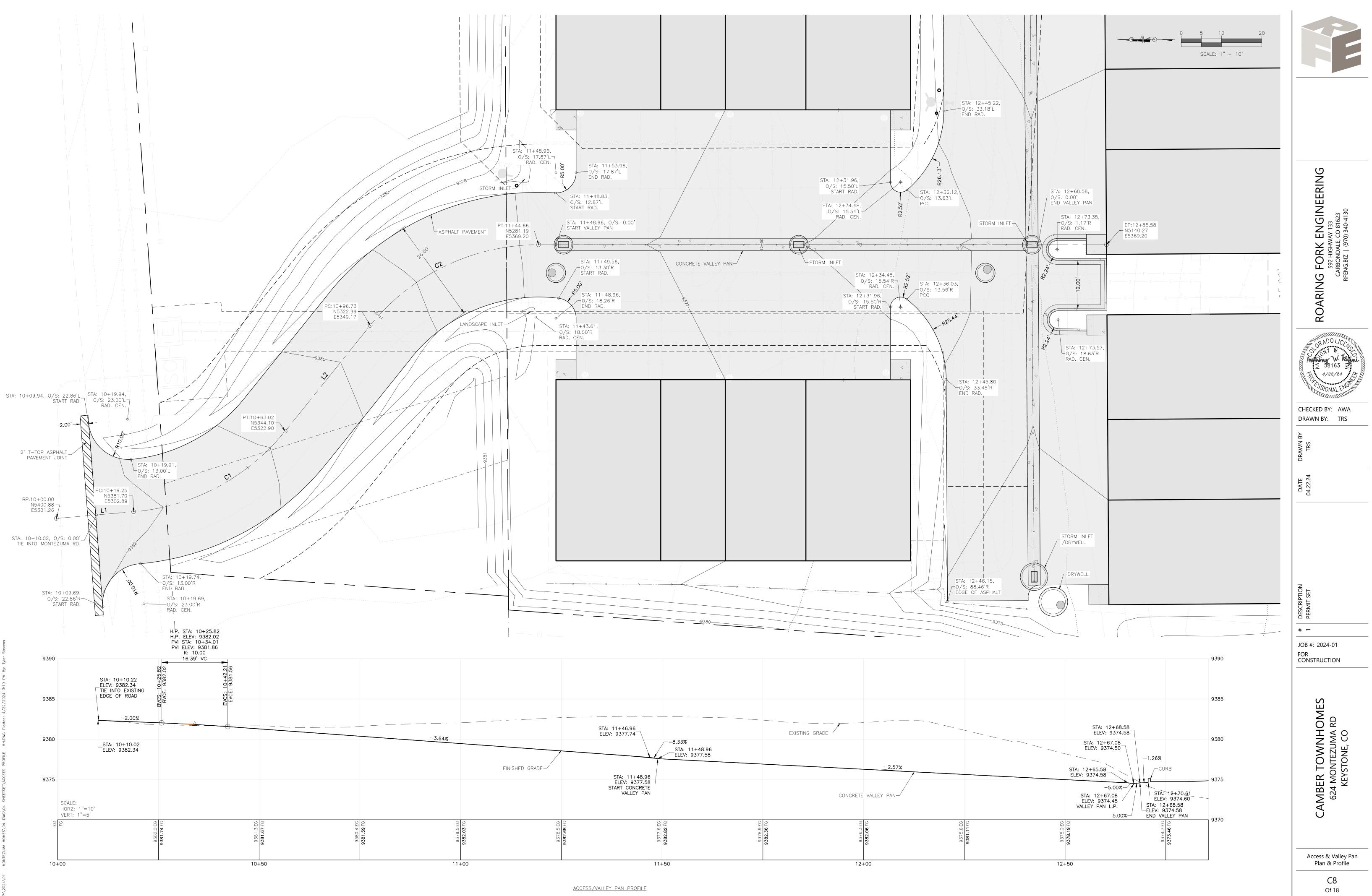


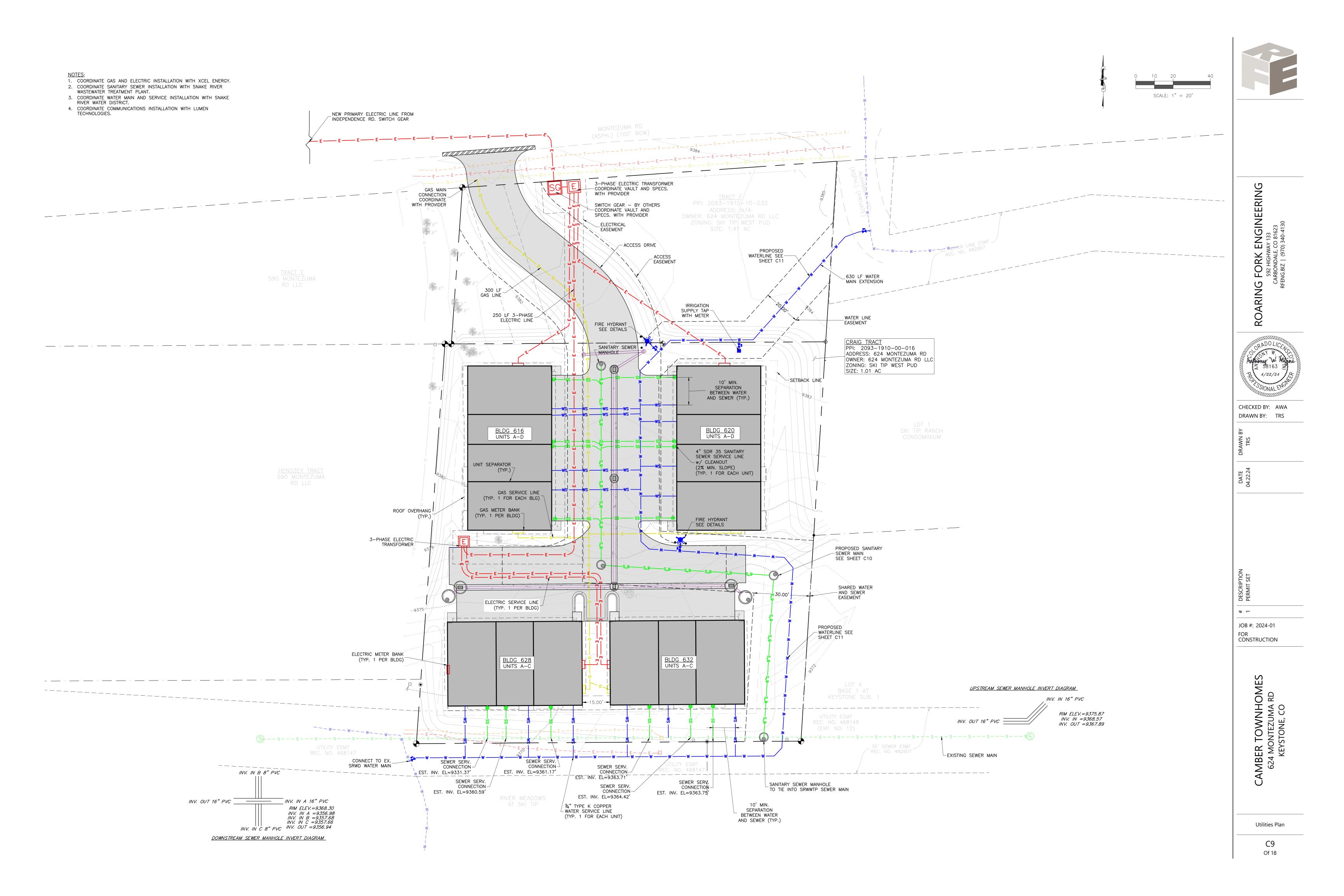


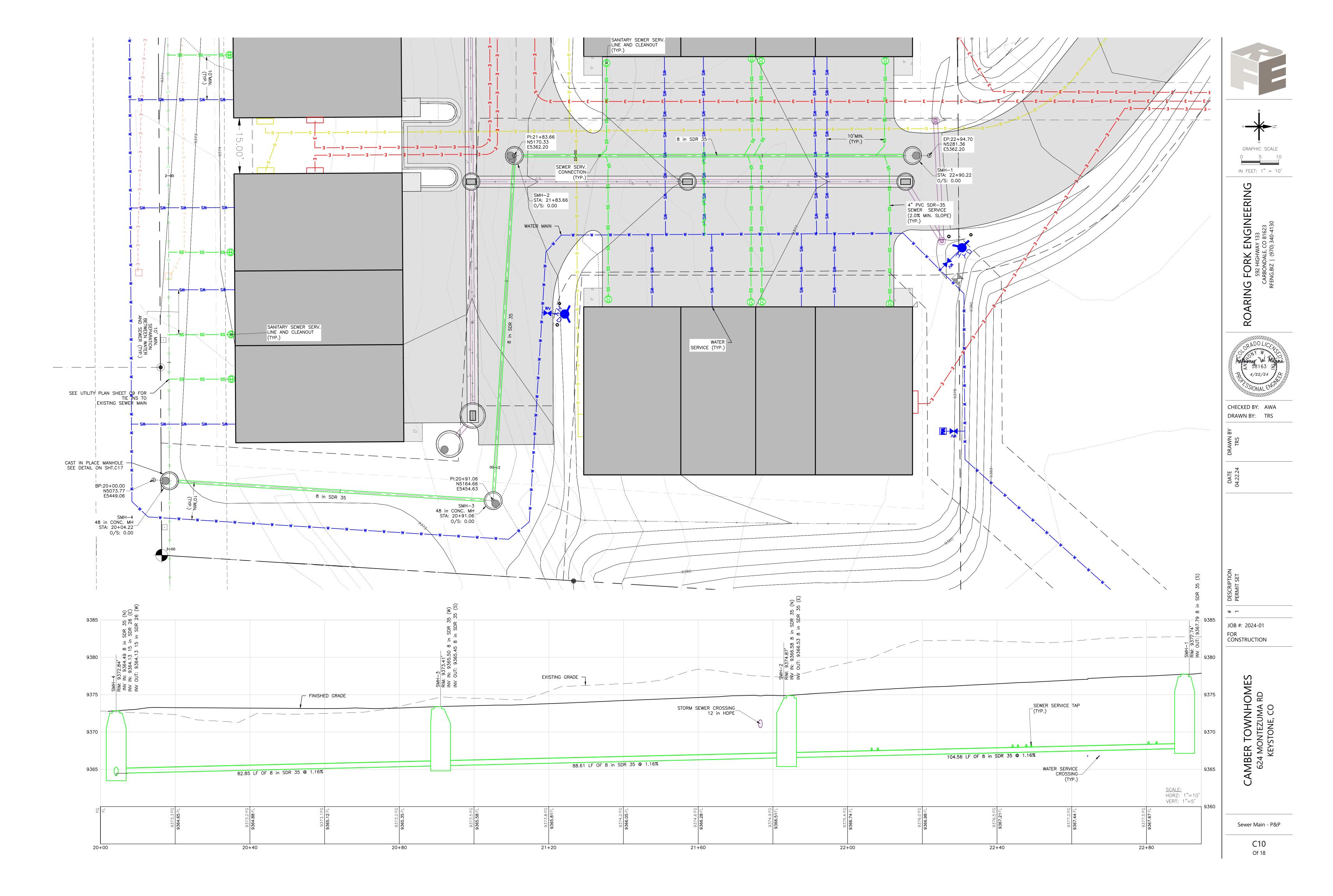




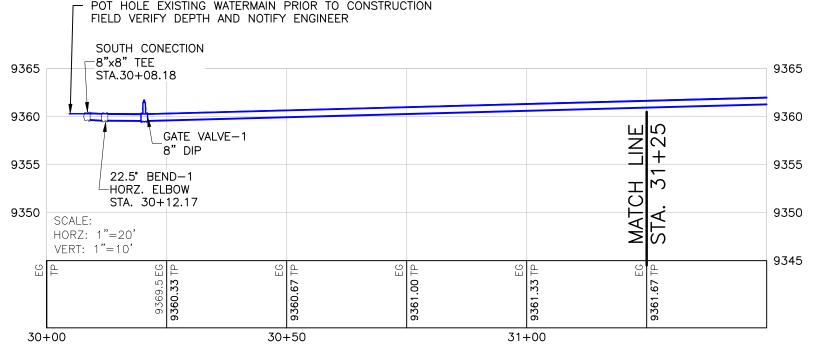


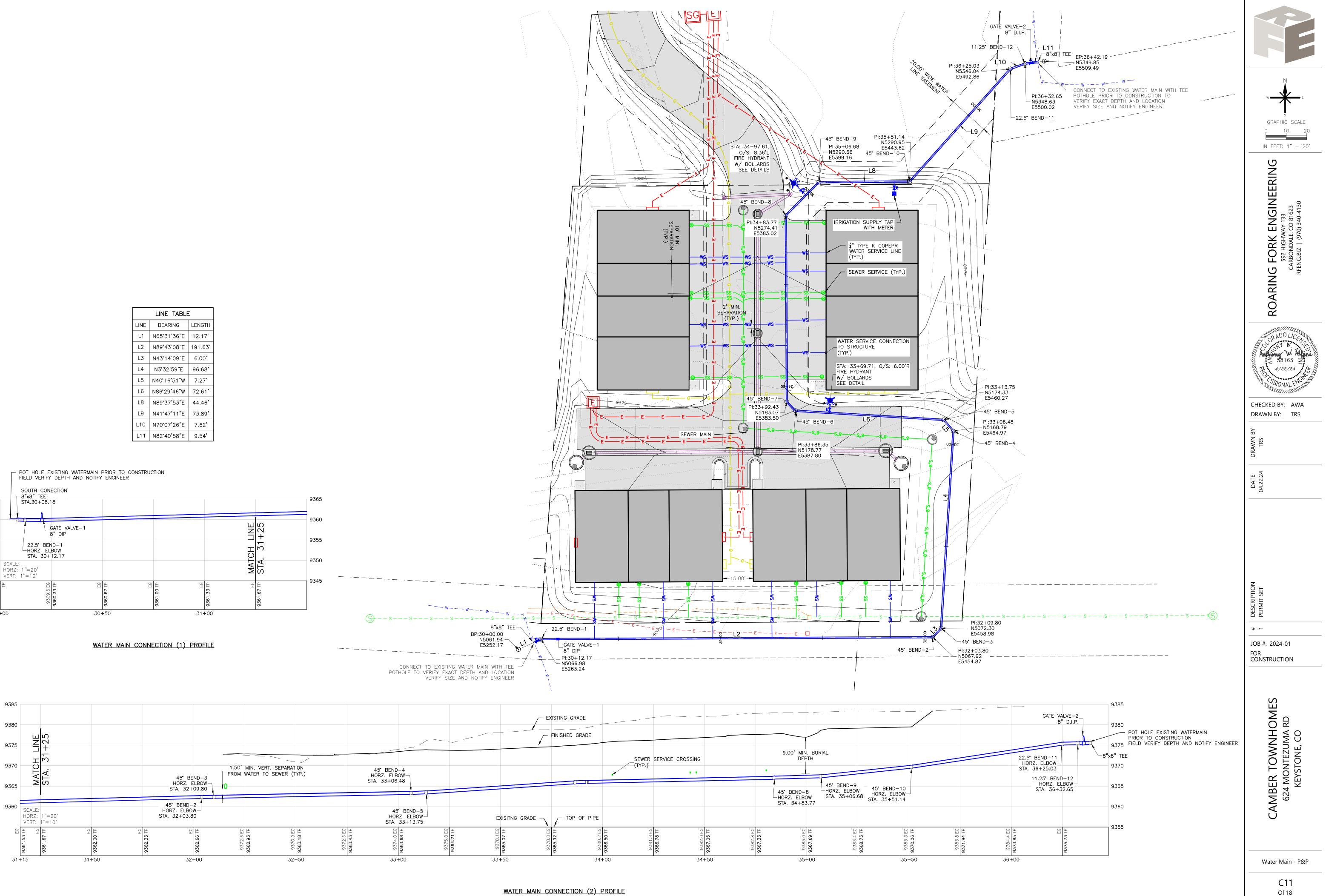




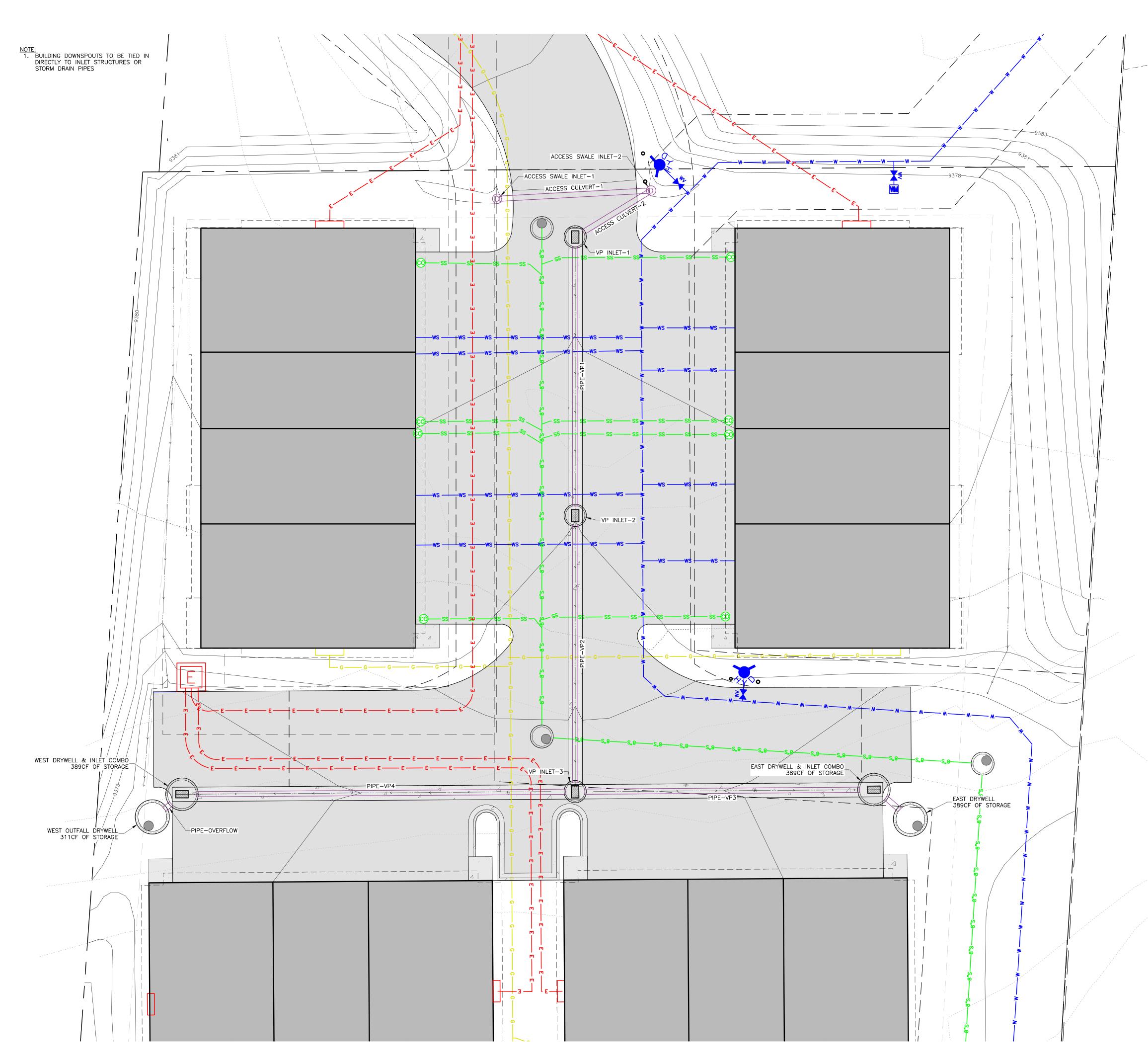


LINE TABLE			
LINE	BEARING	LENGTH	
L1	N65°31'36"E	12.17'	
L2	N89°43'08"E	191.63'	
L3	N43°14'09"E	6.00'	
L4	N3°32'59"E	96.68'	
L5	N40°16'51"W	7.27'	
L6	N86°29'46"W	72.61'	
L8	N89°37'53"E	44.46'	
L9	N41°47'11"E	73.89'	
L10	N70°07'26"E	7.62'	
L11	N82°40'58"E	9.54'	





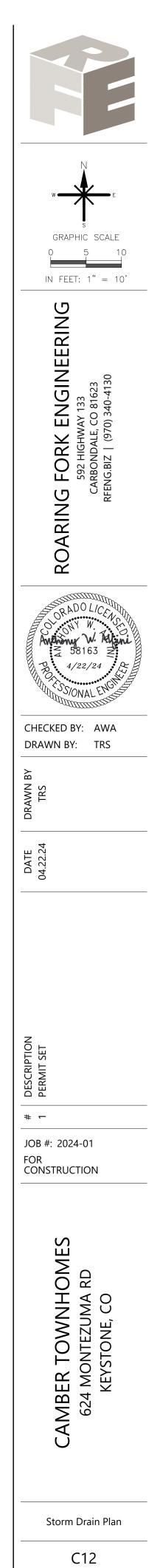
WATER MAIN CONNECTION (2) PROFILE

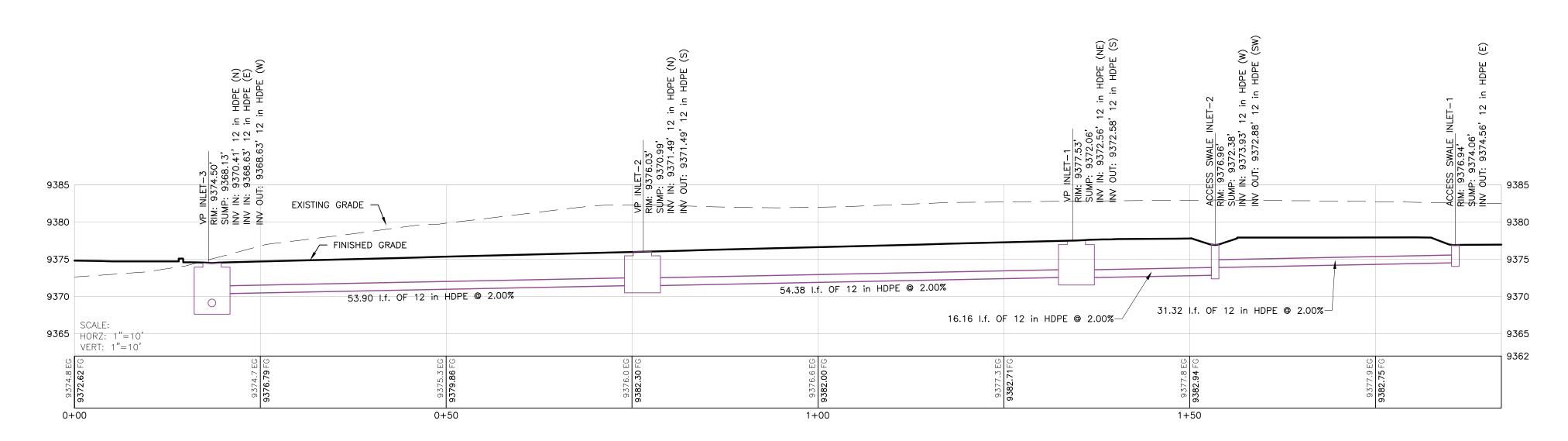


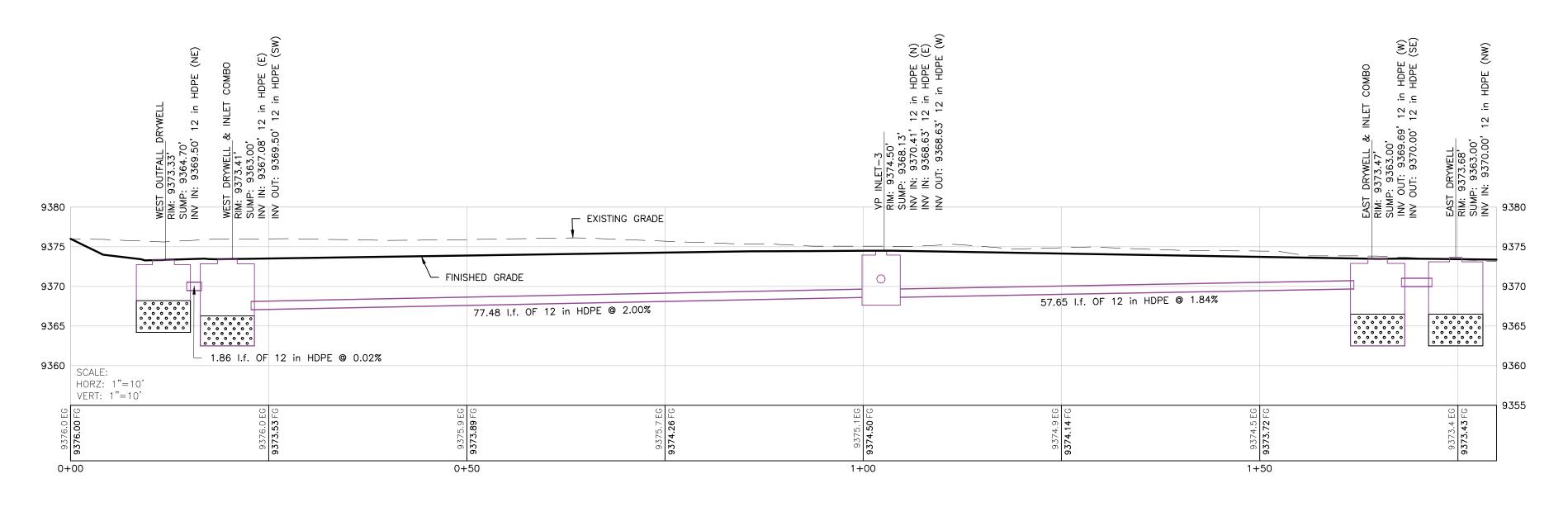
	STRUCTURE TABLE		
NAME	DESCRIPTION	NORTHING	EASTING
ACCESS SWALE INLET-1	12 INCH NYLOPLAST INLET	5283.05	5352.84
ACCESS SWALE INLET-2	12 INCH NYLOPLAST INLET	5284.78	5385.11
EAST DRYWELL	72 IN CONC. MH W/ GATED LID W/ 4' PERF.	5153.00	5439.49
EAST DRYWELL & INLET COMBO	72 IN CONC. MH FLATTOP W/ VALLEY PAN INLET W/ 4' PERF.	5159.20	5431.84
VP INLET-1	48 IN CONC. MH FLATTOP W/ GUTTER INLET	5275.03	5369.20
VP INLET-2	48 IN CONC. MH FLATTOP W/ GUTTER INLET	5216.66	5369.20
VP INLET-3	48 IN CONC. MH FLATTOP W/ GUTTER INLET	5158.77	5369.20
WEST DRYWELL & INLET COMBO	72 IN CONC. MH FLATTOP W/ VALLEY PAN INLET W/ 4' PERF.	5158.23	5286.74
WEST OUTFALL DRYWELL	72 IN CONC. MH W/ GATED LID W/ 4' PERF.	5153.47	5280.52

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PIPE TABLE							
NAME	LENGTH	SIZE	MATERIAL	ТО	FROM		
ACCESS CULVERT-1	31.35'	12.0"	12 IN HDPE	ACCESS SWALE INLET-2	ACCESS SWALE INLET-1		
ACCESS CULVERT-2	16.18'	12.0"	12 IN HDPE	VP INLET-1	ACCESS SWALE INLET-2		
MH Storm 44	3.86'	12.0"	12 IN HDPE	EAST DRYWELL	EAST DRYWELL & INLET COMBO		
PIPE-OVERFLOW	1.85'	12.0"	12 IN HDPE	WEST OUTFALL DRYWELL	WEST DRYWELL & INLET COMBO		
PIPE-VP1	54.40'	12.0"	12 IN HDPE	VP INLET-2	VP INLET-1		
PIPE-VP2	53.93'	12.0"	12 IN HDPE	VP INLET-3	VP INLET-2		
PIPE-VP3	57.67'	12.0"	12 IN HDPE	VP INLET-3	EAST DRYWELL & INLET COMBO		
PIPE-VP4	77.50'	12.0"	12 IN HDPE	VP INLET-3	WEST DRYWELL & INLET COMBO		

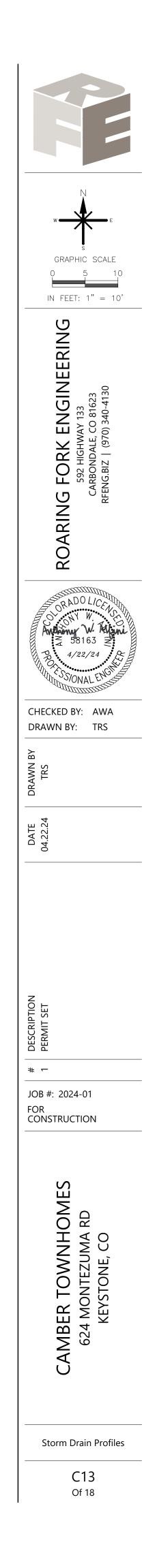


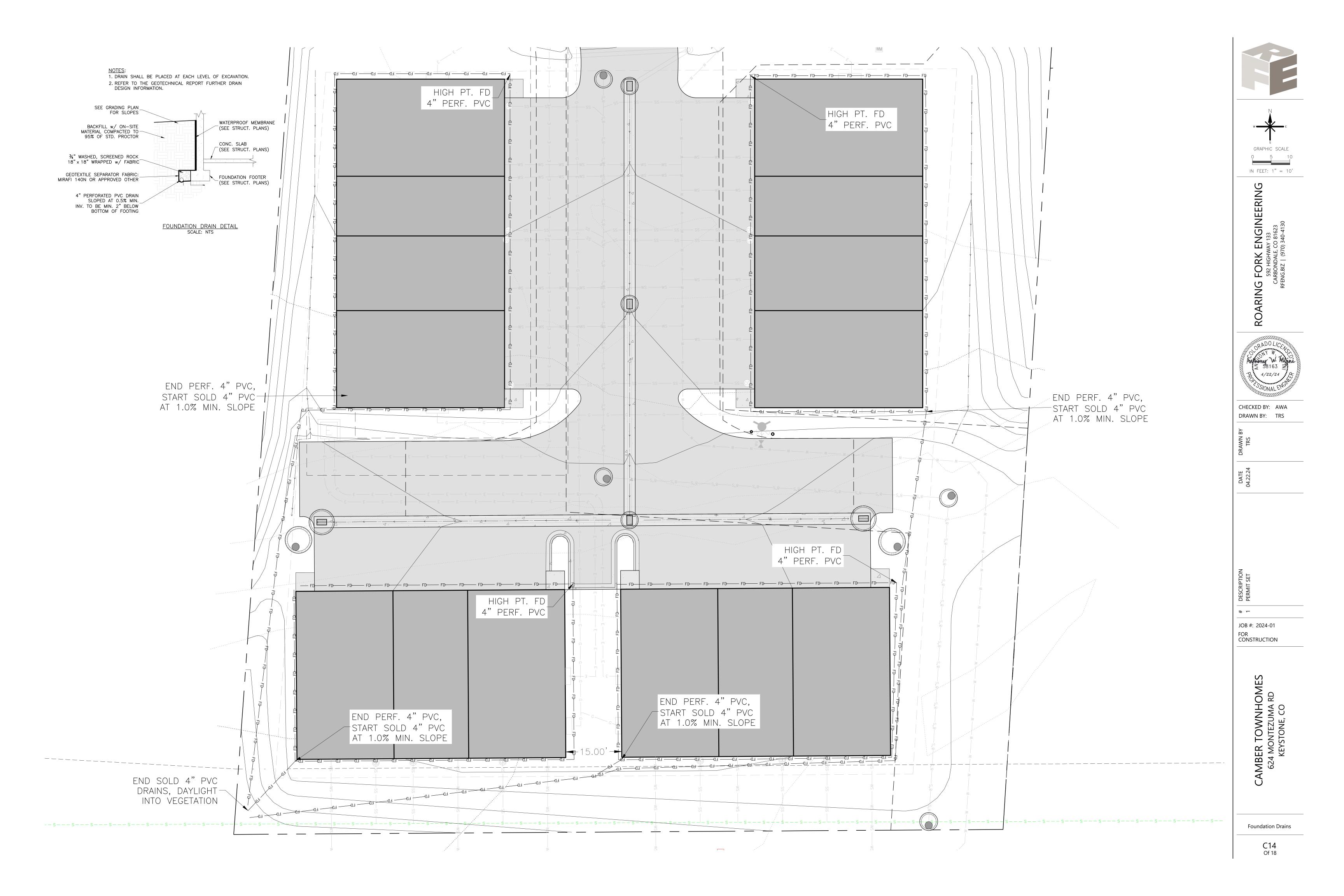


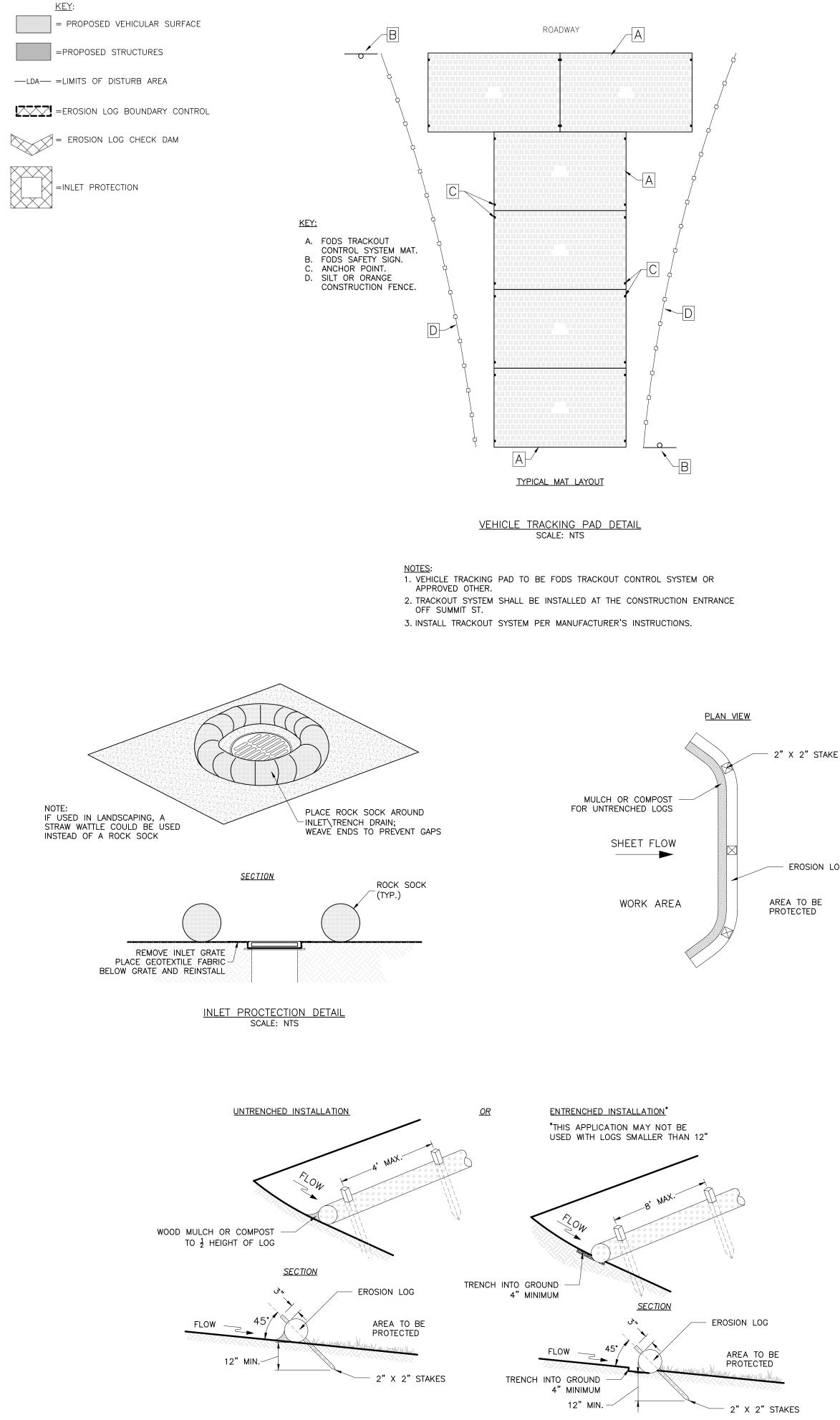


VP INLET-1 TO VP INLET-3 PROFILE

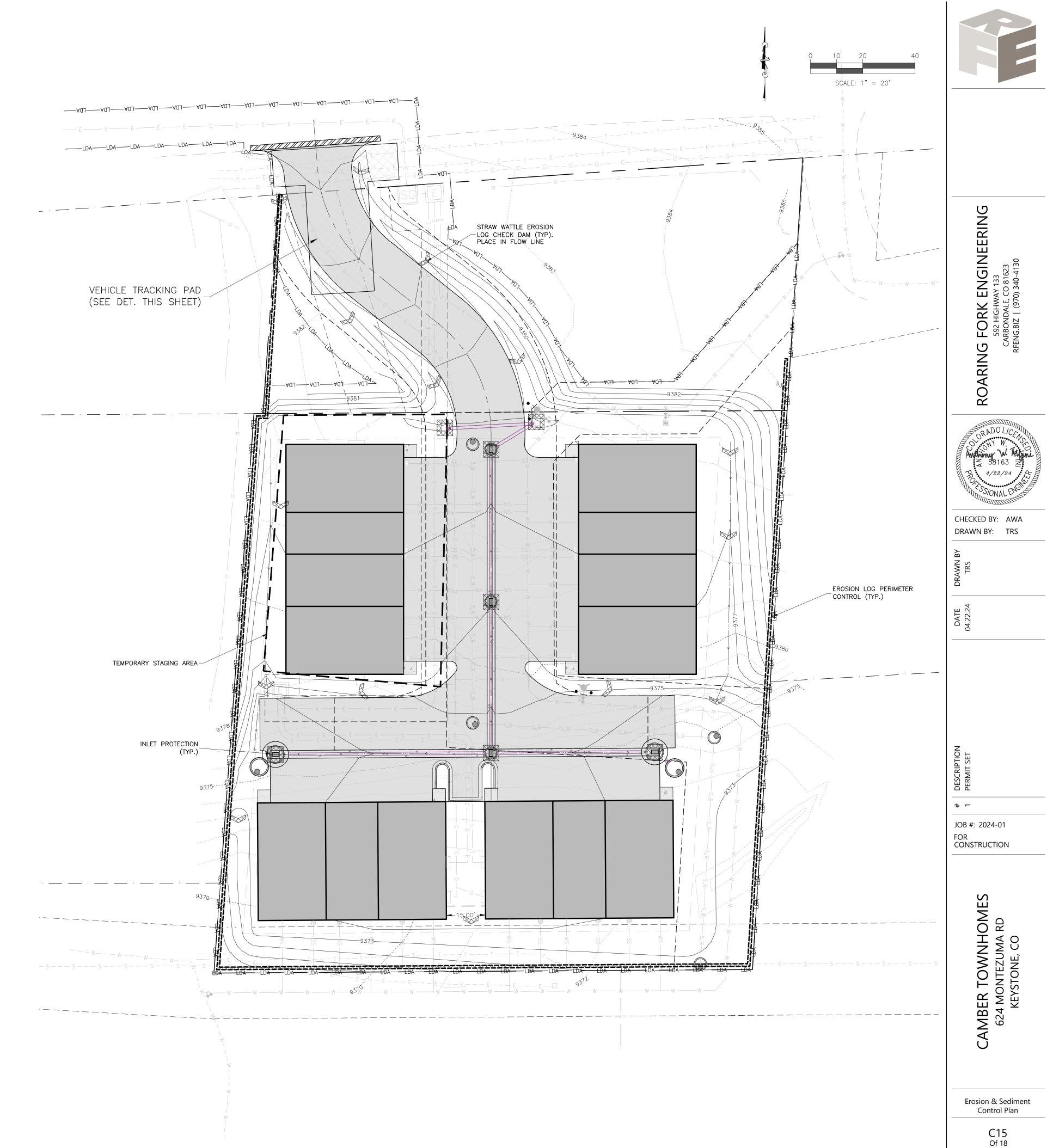
EAST DRYWELL TO WEST OUTFALL DRYWELL PROFILE





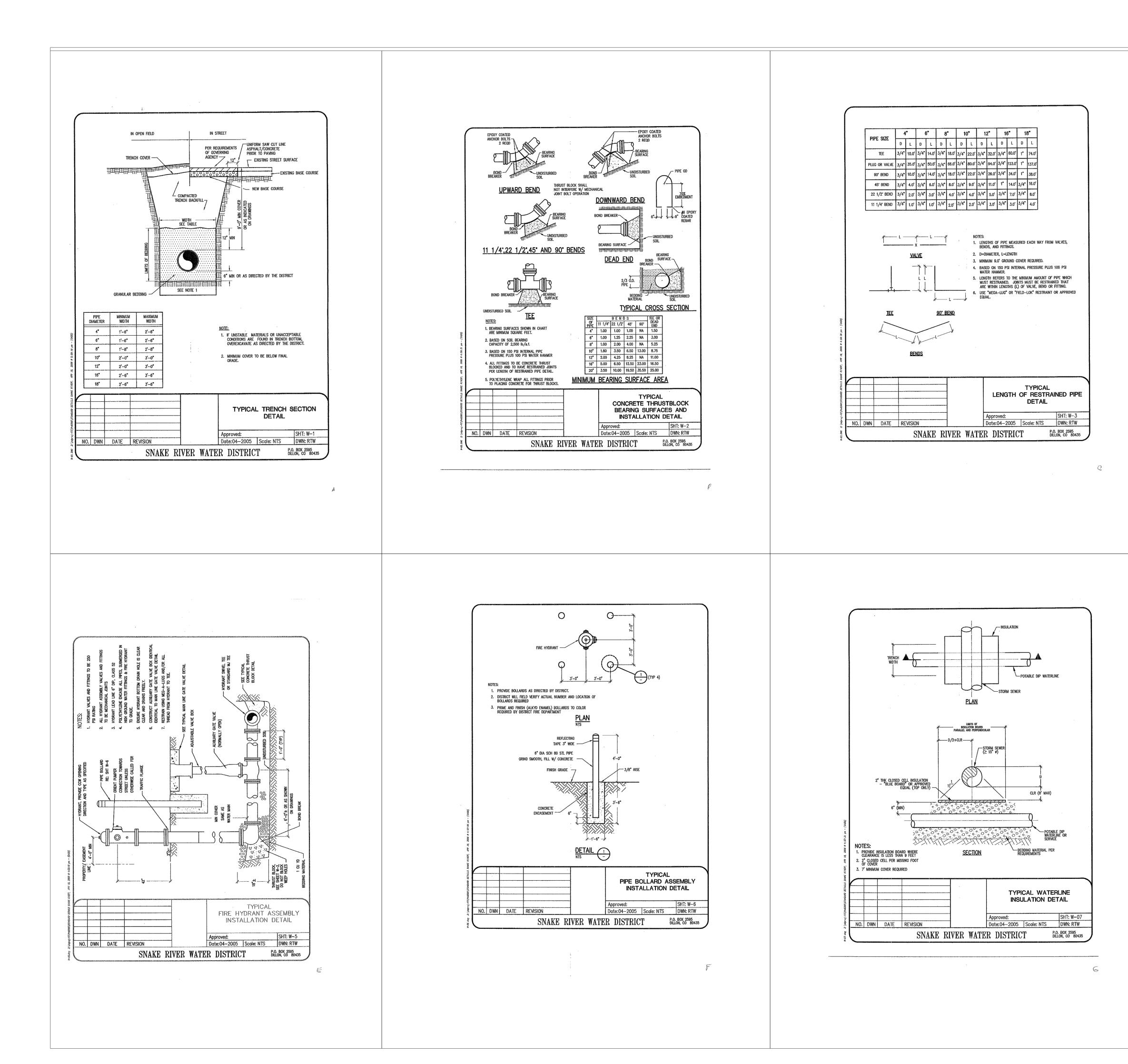


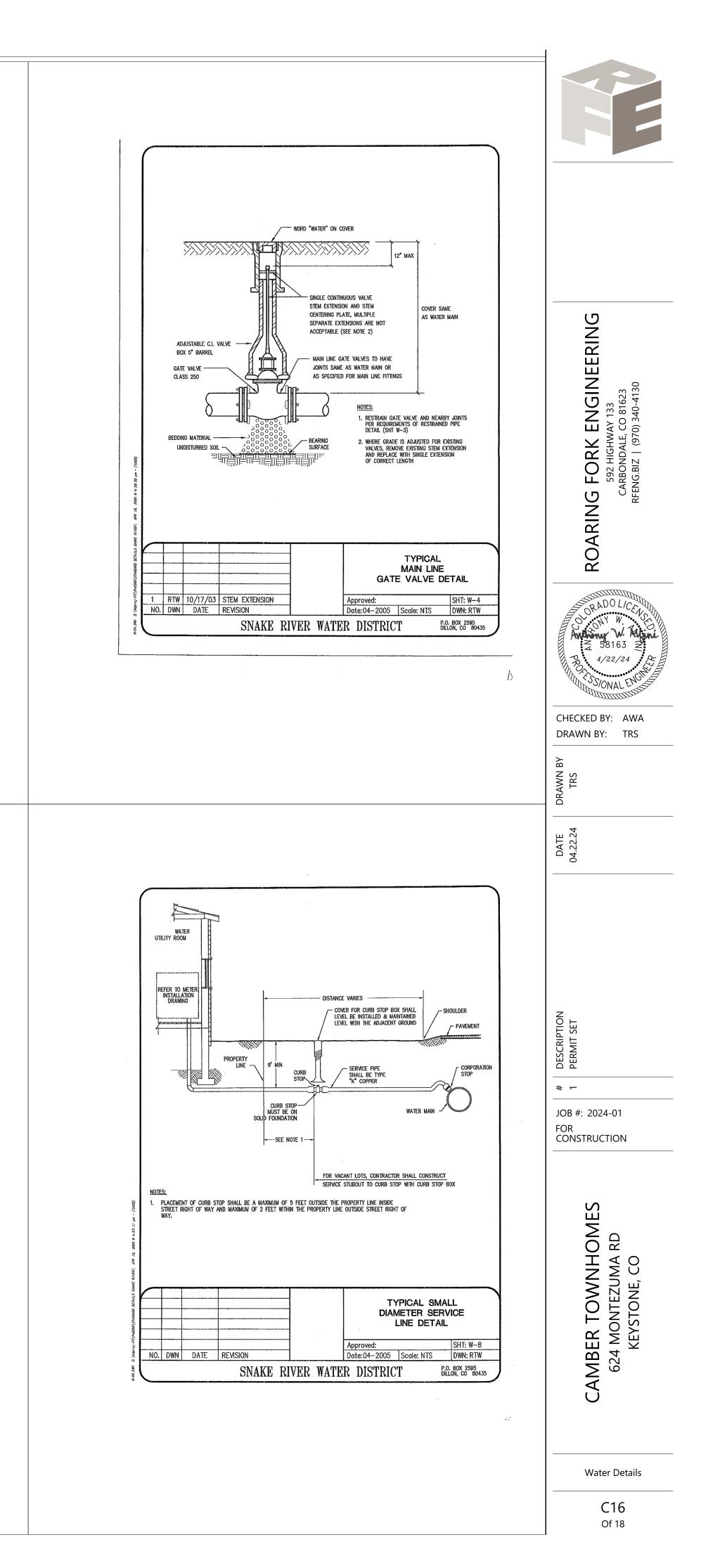
EROSION LOG DETAIL scale: nts

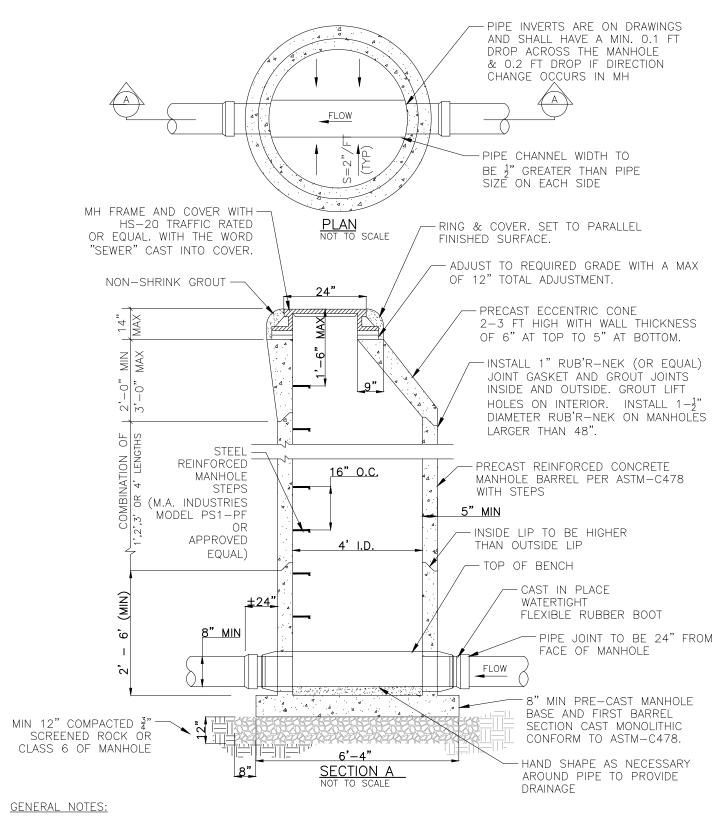


## AREA TO BE PROTECTED

EROSION LOG



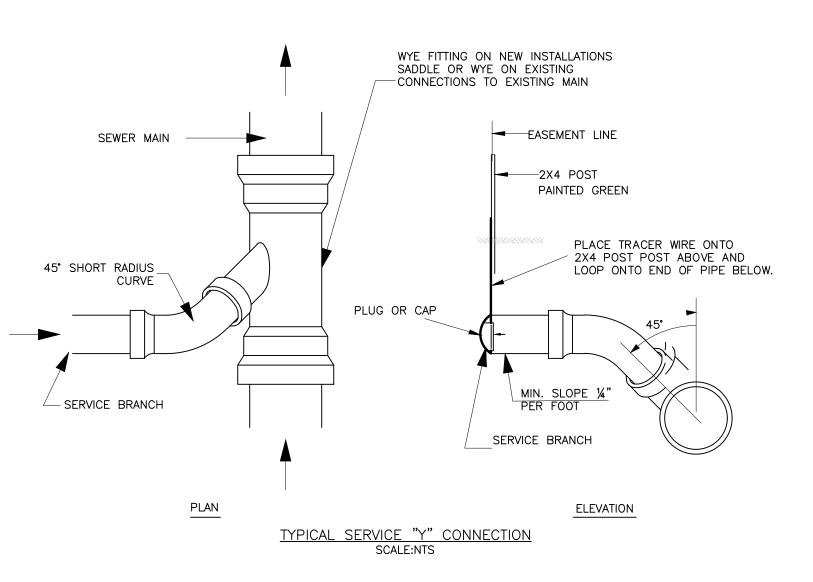


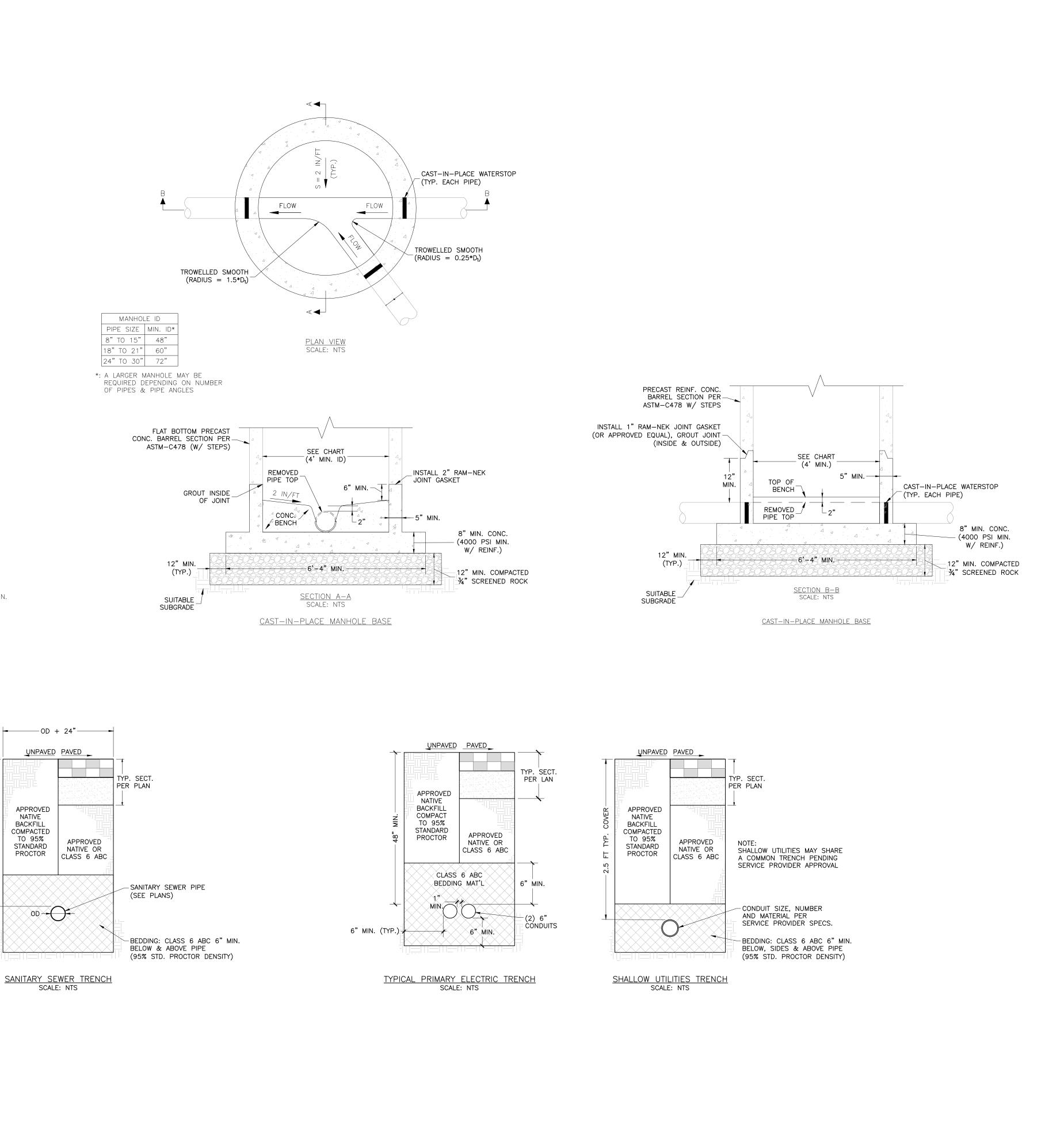


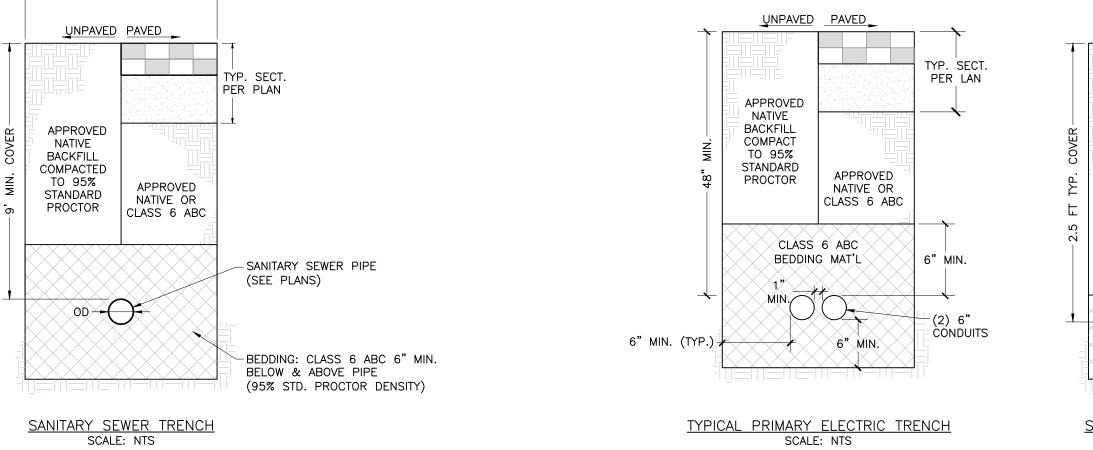
ALL CONCRETE WORK SHALL COMPLY WITH LATEST ACI-318 SPECIFICATIONS.

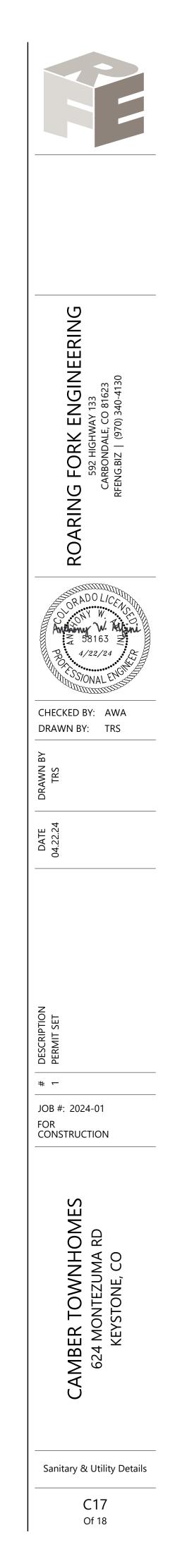
VAULT SHALL BE 5FT DIA. WHEN USING 15"-24" PIPE. MANHOLE DESIGN AND CONSTRUCTION SHALL CONFORM TO ALL DISTRICT SPECIFICATIONS. MANHOLES SHALL BE COATED ON THE EXTERIOR IN ACCORDANCE WITH TOWN SPECIFICATIONS. 5. CONTRACTOR TO INSTALL STABILIZATION MATERIAL IF MANHOLE SUBGRADE IS UNSUITABLE. TOWN AND GEOTECH WILL MAKE DETERMINATION.

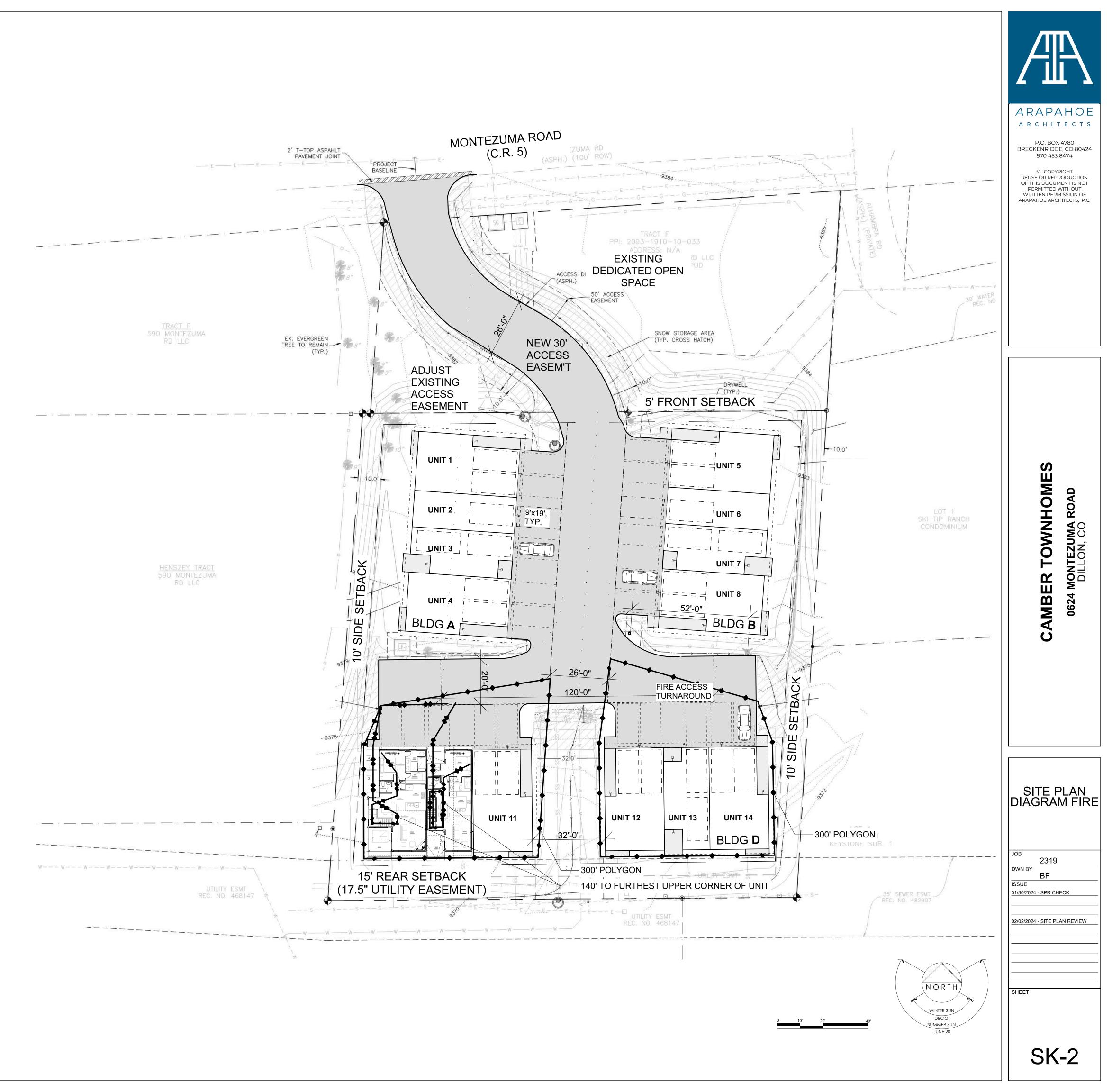
<u>SANITARY PRE-CAST MANHOLE</u>

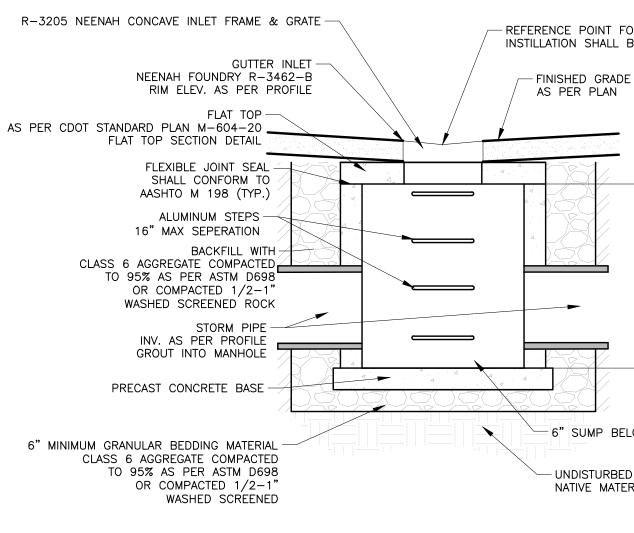


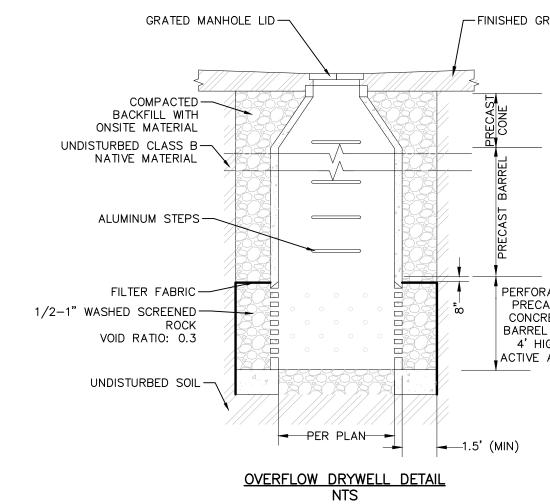


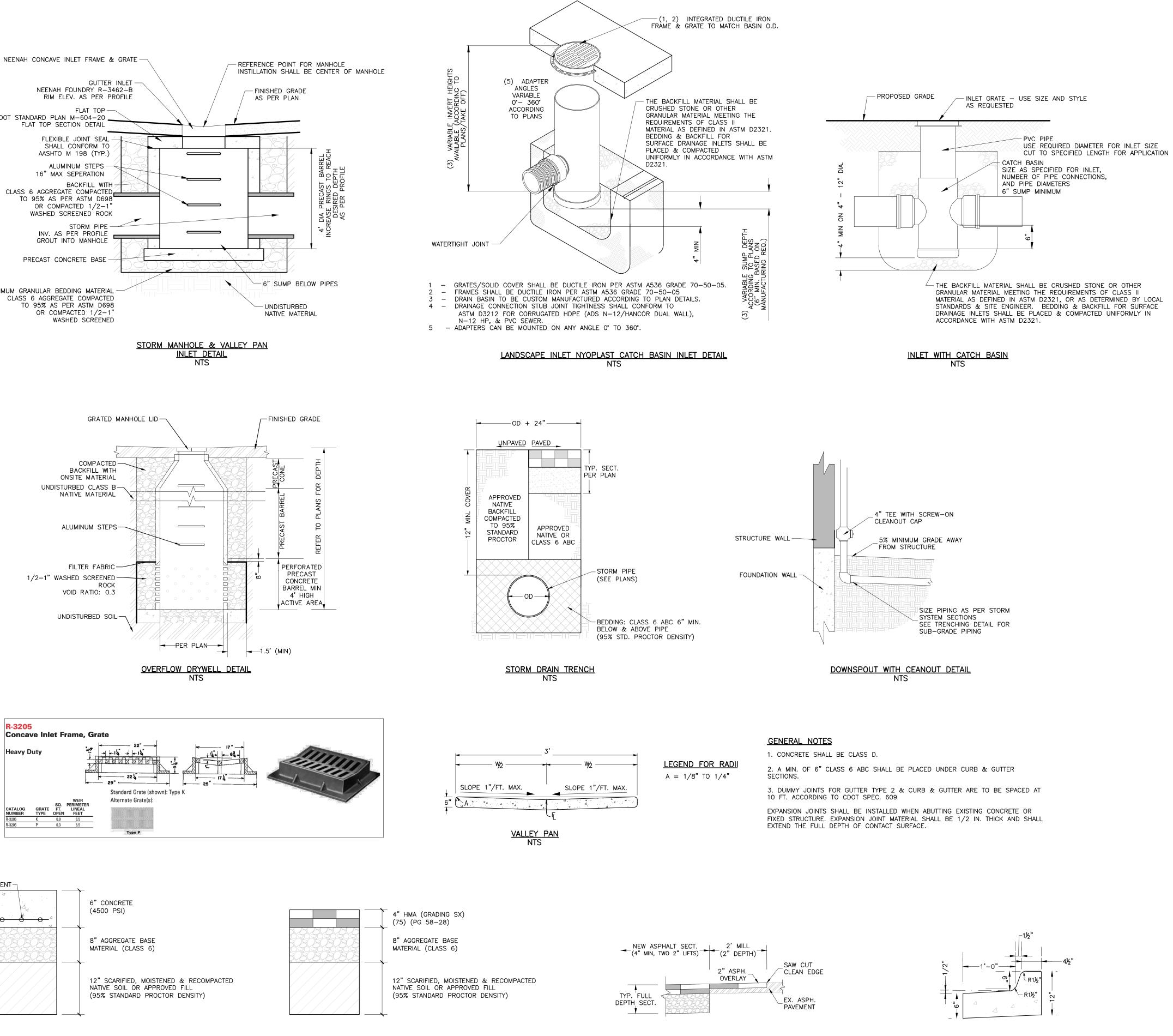






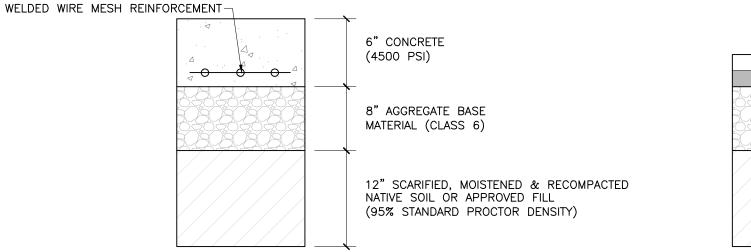






PAVEMENT JOINT DETAIL

NTS

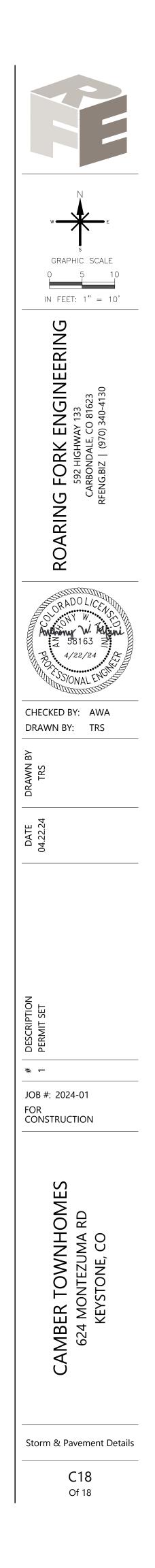


CONCRETE PAVEMENT SECTION NTS

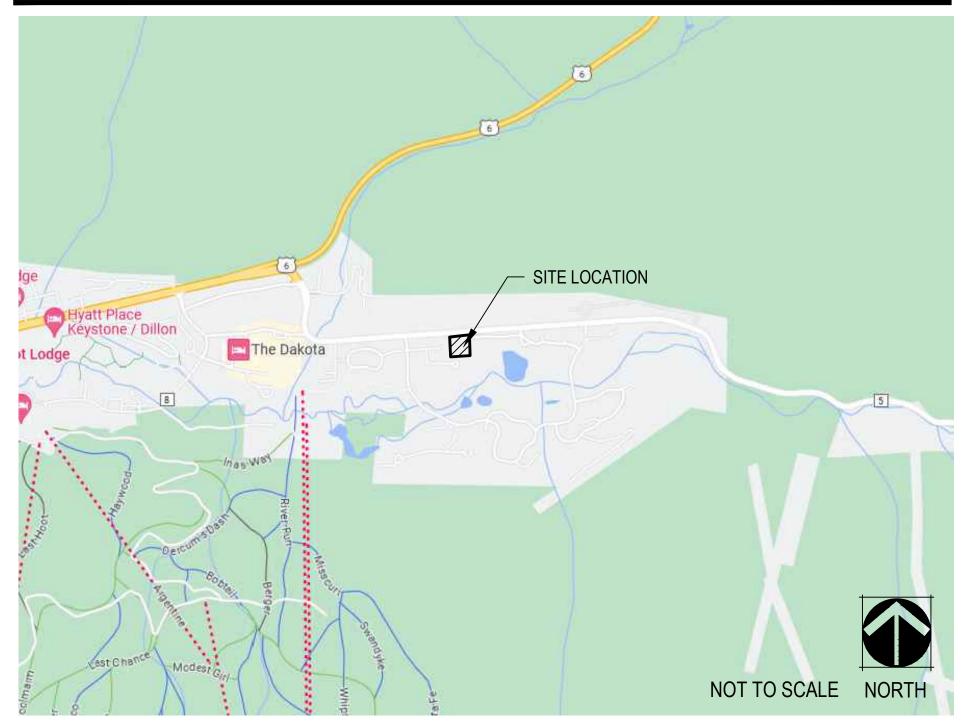
TYPICAL ASPHALT PAVEMENT SECTION

NTS





### VICINITY MAP



#### APPLICANT / LAND OWNER

PALISADE PARTNERS CONTACT: MATT MUELLER & CATE SIEGEL HAMLIN 2700 S. BROADWAY ENGLEWOOD, CO 80113

### ARCHITECT

**ARAPAHOE ARCHITECTS** CONTACT: BOBBY CRAIG 322C NORTH MAIN STREET BRECKENRIDGE, CO 80424 PO BOX 4780 970.453.8474 BOBBY@SKETCHAA.COM

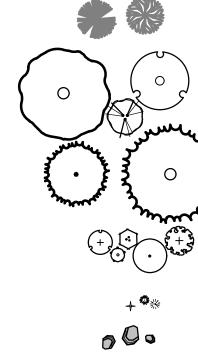
#### LANDSCAPE ARCHITECT

NORRIS DESIGN
CONTACT: BRANDON MAJOR
409 MAIN STREET, SUITE 207
FRISCO, CO 80443
PO BOX 2320
970.368.7068
BMAJOR@NORRIS-DESIGN.COM

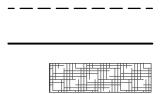
#### **CIVIL ENGINEER**

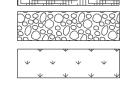
ROARING FORK ENGINEERING CONTACT: ANTHONY ALFINI 592 C0-133 CARBONDALE, CO 81623 ANTHONYA@RFENG.BIZ

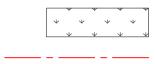
# LEGEND











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# DECIDUOUS TREES - PROPOSED EVERGEEN TREES - PROPOSED SHRUBS - PROPOSED ORNAMENTAL GRASSES LANDSCAPE BOULDERS LIMIT OF WORK LOT LINE EASEMENT SPADE CUT EDGER BENDA BOARD EDGER LANDSCAPE MULCH COBBLE ROCK NATIVE SEED

EXISTING TREES TO REMAIN

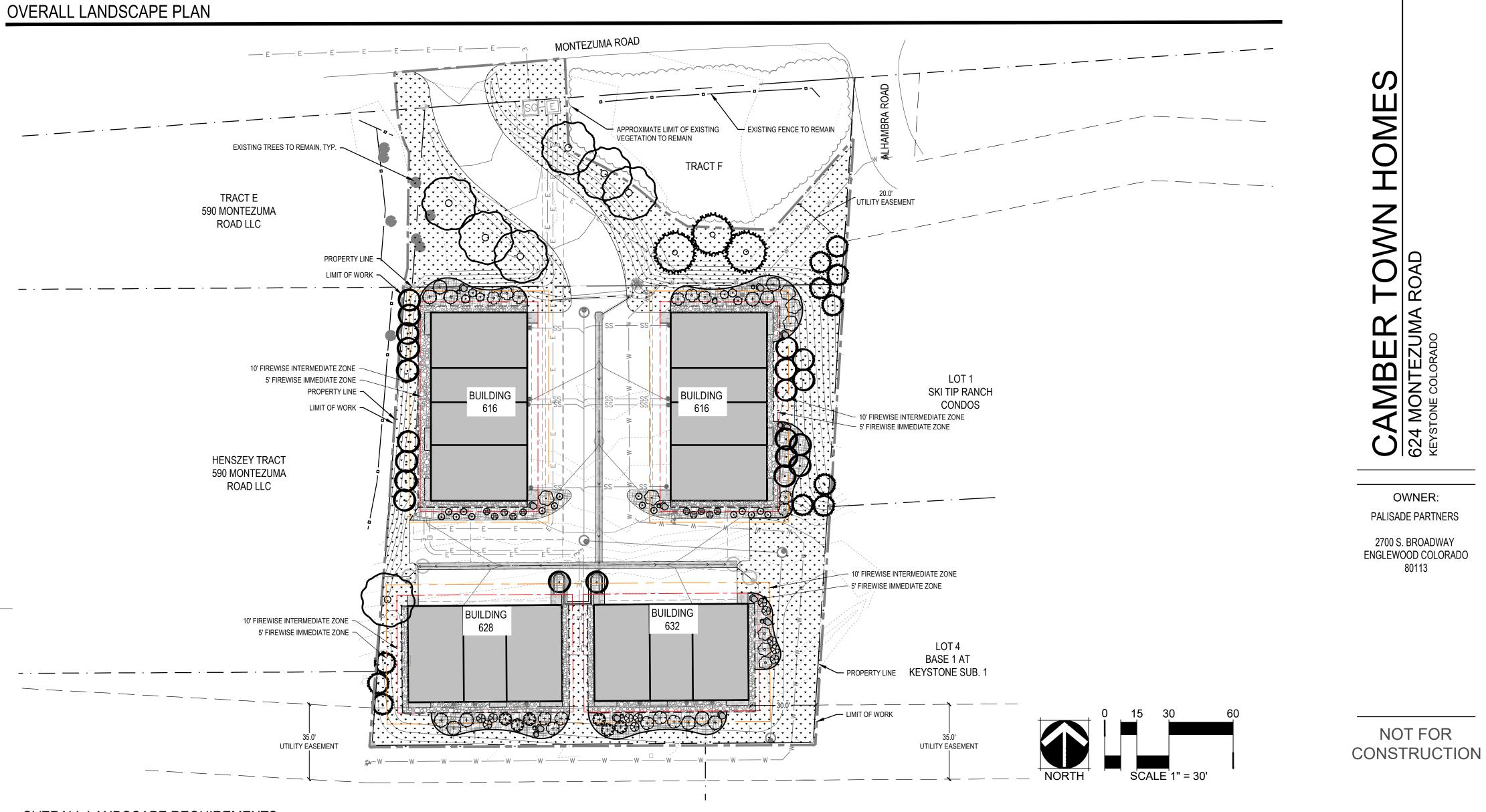
FIREWISE 5' IMMEDIATE ZONE

FIREWISE 10' INTERMEDIATE ZONE

# **CAMBER TOWNHOMES**

### LANDSCAPE PLAN

UNPLATTED CRAIG TRACT, SE 1/4, NW 1/4, NE 1/4, SECTION 19, ACCORDING TO DEED RECORDED 8-2-1985 AT REC. NO. 300998, TRACT F, THE ALDERS SUBDIVISION, ACCORDING TO PLAT RECORDED 3-26-2023 AT REC. NO. 713788, SECTION 19, TOWNSHIP 5 SOUTH, RANGE 76 WEST OF THE 6TH P.M., SUMMIT COUNTY, STATE OF COLORADO



#### OVERALL LANDSCAPE REQUIREMENTS

LANDSCAPE REQUI	REMENTS										
		PROPOSED TREE	S REQUIRED CO	NIFER TREES PR	OPOSED CONIFER TH	REES	REQUIRED DECIDUOUS T	REES	PROPOSED DECIDUOUS TREES	REQUIRED SHRUBS	PROPOSED SHRUBS
14	42		42	14		14		28	28	28	83
XERISCAPE REQUIR	EMENTS										
TOTAL SITE AREA	MAXIMUM LAWN ARI	EA (10%) PROPO	SED LAWN AREA	MAXIMUM IRR	GATED AREA (20%)	PROP	OSED IRRIGATED AREA				
55,621		5,562	C	0	11,124		8,124				
*X AND XX RATED P	LANTS IN IRRIGATED	AREAS, XXX RATE	D PLANTS IN NON	-IRRIGATED							
**NATIVE SEED ALC	ONG PERIMETER OF SI	TE TO HAVE TEM	PORARY IRRIGATI	ON, BOUNDS OF	IRRIGATION TO BE S	HOWN	WITH IRRIGATION				
PLANS ON SUBSE	QUENT SUBMITTAL										



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DATE: 02/02/2024 PRELIMINARY PLAN 04/22/2024 PRELIMINARY PLAN

### SHEET INDEX

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PLANTING DETAILS	LP-502

SHEET TITLE: LANDSCAPE COVER

#### LANDSCAPE NOTES

- THE CONTRACTOR SHALL FOLLOW THE LANDSCAPE PLANS AND SPECIFICATIONS AS CLOSELY AS POSSIBLE. ANY SUBSTITUTION OR ALTERATION SHALL NOT BE ALLOWED WITHOUT APPROVAL OF THE OWNER'S REPRESENTATIVE. OVERALL PLANT QUANTITY AND QUALITY SHALL BE CONSISTENT WITH THE PLANS.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES. GRAPHIC QUANTITIES TAKES PRECEDENCE OVER WRITTEN QUANTITIES.
- 3 THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO INSPECT AND TAG ALL PLANT MATERIAL PRIOR TO SHIPPING TO THE SITE. IN ALL CASES, THE OWNER'S REPRESENTATIVE MAY REJECT PLANT MATERIAL AT THE SITE IF MATERIAL IS DAMAGED, DISEASED, OR DECLINING IN HEALTH AT THE TIME OF ONSITE INSPECTIONS OR IF THE PLANT MATERIAL DOES NOT MEET THE MINIMUM SPECIFIED STANDARD IDENTIFIED ON THE PLANS AND IN THE SPECIFICATIONS. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE FOR INSPECTION AND APPROVAL OF ALL MATERIALS AND PRODUCTS PRIOR TO INSTALLATION.
- THE OWNER'S REPRESENTATIVE MAY ELECT TO UPSIZE PLANT MATERIAL AT THEIR 4 DISCRETION BASED ON SELECTION, AVAILABILITY, OR TO ENHANCE SPECIFIC AREAS OF THE PROJECT. THE CONTRACTOR SHALL VERIFY PLANT MATERIAL SIZES WITH OWNER'S REPRESENTATIVE PRIOR TO PURCHASING, SHIPPING OR STOCKING OF PLANT MATERIALS. SUBMIT CHANGE ORDER REQUEST TO OWNER'S REPRESENTATIVE FOR APPROVAL IF ADDITIONAL COST IS REQUESTED BY THE CONTRACTOR PRIOR TO INSTALLATION. RE-STOCKING CHARGES WILL NOT BE APPROVED IF THE CONTRACTOR FAILS TO SUBMIT A REQUEST FOR MATERIAL CHANGES.
- THE CONTRACTOR SHALL WARRANTY ALL CONTRACTED WORK AND MATERIALS FOR A PERIOD OF ONE YEAR AFTER SUBSTANTIAL COMPLETION HAS BEEN ISSUED BY THE OWNER'S REPRESENTATIVE FOR THE ENTIRE PROJECT UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS OR SPECIFICATIONS.
- REFER TO IRRIGATION PLANS FOR LIMITS AND TYPES OF IRRIGATION DESIGNED FOR THE LANDSCAPE. IN NO CASE SHALL IRRIGATION BE EMITTED WITHIN THE MINIMUM DISTANCE FROM BUILDING OR WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT. ALL IRRIGATION DISTRIBUTION LINES, HEADS AND EMITTERS SHALL BE KEPT OUTSIDE THE MINIMUM DISTANCE AWAY FROM ALL BUILDING AND WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT.
- 7. LANDSCAPE MATERIAL LOCATIONS SHALL HAVE PRECEDENCE OVER IRRIGATION MAINLINE AND LATERAL LOCATIONS. COORDINATE INSTALLATION OF IRRIGATION EQUIPMENT SO THAT IT DOES NOT INTERFERE WITH THE PLANTING OF TREES OR OTHER LANDSCAPE MATERIAL
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING POSITIVE 8 DRAINAGE EXISTS IN ALL LANDSCAPE AREAS. SURFACE DRAINAGE ON LANDSCAPE AREAS SHALL NOT FLOW TOWARD STRUCTURES AND FOUNDATIONS. MAINTAIN SLOPE AWAY FROM FOUNDATIONS PER THE GEOTECHNICAL REPORT RECOMMENDATIONS. ALL LANDSCAPE AREAS BETWEEN WALKS AND CURBS SHALL DRAIN FREELY TO THE CURB UNLESS OTHERWISE IDENTIFIED ON THE GRADING PLAN. IN NO CASE SHALL THE GRADE, TURF THATCH, OR OTHER LANDSCAPE MATERIALS DAM WATER AGAINST WALKS. MINIMUM SLOPES ON LANDSCAPE AREAS SHALL BE 2%; MAXIMUM SLOPE SHALL BE 25% UNLESS SPECIFICALLY IDENTIFIED ON THE PLANS OR APPROVED BY THE OWNER'S REPRESENTATIVE.
- PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENED TO A DEPTH OF 8" - 12" AND AMENDED PER SPECIFICATIONS.
- 10. ALL LANDSCAPED AREAS ARE TO RECEIVE ORGANIC SOIL PREPARATION AT 4 (FOUR) cu.yrds/1,000sf OR AS NOTED IN THE TECHNICAL SPECIFICATIONS.
- 11. TREES SHALL NOT BE LOCATED IN DRAINAGE SWALES, DRAINAGE AREAS, OR UTILITY EASEMENTS. CONTACT OWNER'S REPRESENTATIVE FOR RELOCATION OF PLANTS IN QUESTIONABLE AREAS PRIOR TO INSTALLATION.
- 12. THE CENTER OF EVERGREEN TREES SHALL NOT BE PLACED CLOSER THAN 8' AND THE CENTER OF ORNAMENTAL TREES CLOSER THAN 6' FROM A SIDEWALK, STREET OR DRIVE LANE. EVERGREEN TREES SHALL NOT BE LOCATED ANY CLOSER THAN 15' FROM IRRIGATION ROTOR HEADS. NOTIFY OWNER'S REPRESENTATIVE IF TREE LOCATIONS CONFLICT WITH THESE STANDARDS FOR FURTHER DIRECTION.
- 13. ALL EVERGREEN TREES SHALL BE FULLY BRANCHED TO THE GROUND AND SHALL NOT EXHIBIT SIGNS OF ACCELERATED GROWTH AS DETERMINED BY THE OWNER'S REPRESENTATIVE.
- 14. ALL TREES ARE TO BE STAKED AND GUYED PER DETAILS FOR A PERIOD OF 1 YEAR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING STAKES AT THE END OF 1 YEAR FROM ACCEPTANCE OF LANDSCAPE INSTALLATION BY THE OWNER'S REPRESENTATIVE. OBTAIN APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO REMOVAL.
- 15. ALL TREES INSTALLED ABOVE RETAINING WALLS UTILIZING GEO-GRID MUST BE HAND DUG TO PROTECT GEO-GRID. IF GEO-GRID MUST BE CUT TO INSTALL TREES, APPROVAL MUST BE GIVEN BY OWNER'S REPRESENTATIVE PRIOR TO DOING WORK.
- 16. ALL TREES IN SEED OR TURF AREAS SHALL RECEIVE MULCH RINGS. OBTAIN APPROVAL FROM OWNER'S REPRESENTATIVE FOR ANY TREES THAT WILL NOT BE MULCHED FOR EXCESSIVE MOISTURE REASONS.
- 17. SHRUB, GROUNDCOVER AND PERENNIAL BEDS ARE TO BE CONTAINED BY SPECIFIED METAL EDGER; REFER TO MATERIAL SCHEDULE SHEET LS-003.EDGER IS NOT REQUIRED WHEN ADJACENT TO CURBS, WALLS, WALKS OR SOLID FENCES WITHIN 3" OF PRE-MULCHED FINAL GRADE. EDGER SHALL NOT BE REQUIRED TO SEPARATE MULCH TYPES UNLESS SPECIFIED ON THE PLANS.
- 18. ALL SHRUB BEDS TO BE MULCHED WITH SPECIFIED ROCK MULCH PLACED OVER WEED BARRIER FABRIC. ALL GROUNDCOVER AND PERENNIAL FLOWER AREAS WITHIN SHRUB BEDS SHALL BE MULCHED WITH SPECIFIED WOOD MULCH; REFER TO MATERIAL SCHEDULE ON SHEET LS-003.
- 19. AT SEED AREA BOUNDARIES ADJACENT TO EXISTING NATIVE AREAS, OVERLAP ABUTTING NATIVE AREAS BY THE FULL WIDTH OF THE SEEDER.
- 20. EXISTING TURF AREAS THAT ARE DISTURBED DURING CONSTRUCTION, ESTABLISHMENT AND THE MAINTENANCE PERIOD SHALL BE RESTORED WITH NEW SOD TO MATCH EXISTING TURF SPECIES. DISTURBED NATIVE AREAS WHICH ARE TO REMAIN SHALL BE OVER SEEDED AND RESTORED WITH SPECIFIED SEED MIX.
- 21. CONTRACTOR SHALL OVER SEED ALL MAINTENANCE OR SERVICE ACCESS BENCHES AND ROADS WITH SPECIFIED SEED MIX UNLESS OTHERWISE NOTED ON THE PLANS.
- 22. ALL SEEDED SLOPES EXCEEDING 25% IN GRADE (4:1) SHALL RECEIVE EROSION CONTROL BLANKETS. PRIOR TO INSTALLATION, NOTIFY OWNER'S REPRESENTATIVE FOR APPROVAL OF LOCATION AND ANY ADDITIONAL COST IF A CHANGE ORDER IS NECESSARY.
- 23. WHEN COMPLETE, ALL GRADES SHALL BE WITHIN +/- 1/8" OF FINISHED GRADES AS SHOWN ON THE PLANS.
- 24. SOFT SURFACE TRAILS NEXT TO MANICURED TURF OR SHRUB BEDS SHALL BE CONTAINED WITH SPECIFIED METAL EDGER; REFER TO MATERIAL SCHEDULE SHEET LS-003.

- 25. PRIOR TO THE PLACEMENT OF MULCH AND WEED FABRIC, A GRANULAR, PRE-EMERGENT WEED CONTROL AGENT SHALL BE ADDED TO ALL PLANTING BEDS IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTION, EXCEPT AROUND ORNAMENTAL GRASSES
- 26. THE CONTRACTOR IS EXPECTED TO KNOW AND UNDERSTAND THE TOWN AND COUNTY SPECIFICATIONS FOR LANDSCAPE AND IRRIGATION. IN CASES OF DISCREPANCIES THE HIGHER OF THE TWO STANDARDS SHALL HAVE PRECEDENCE
- THE DEVELOPER, HIS SUCCESSORS AND ASSIGNS SHALL BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL IMPROVEMENTS SHOWN OR INDICATED ON THE APPROVED LANDSCAPE PLAN ON FILE IN THE PLANNING DEPARTMENT

#### NOTES

- RESEED ALL DISTURBANCE WITH SPECIFIED SEED MIX UNLESS OTHERWISE DESIGNATED. 2. THESE PLANS SHALL NOT BE UTILIZED FOR CONSTRUCTION OR PERMITTING UNLESS STATED FOR
- SUCH USE IN THE TITLE BLOCK. 3. EROSION CONTROL BLANKETS SHALL BE USED ON DISTURBED SLOPES STEEPER THAN 3:1. ALL TREES, SHRUBS, AND PERENNIALS SHALL BE IRRIGATED. ALL TREES AND SHRUBS TO BE DRIP IRRIGATED.
- 4. PLANT SYMBOLS ARE SHOWN AT APPROXIMATELY MATURE SIZE. 5. ALL PLANT SYMBOLS SHOWN IN SNOW STORAGE AREAS SHALL BE PLANTS TOLERANT OF SNOW
- LOAD. 6. ALL PLANTINGS SHALL BE PLANTED TO AVOID CONFLICTS WITH SIGHT TRIANGLES AND EXISTING
- AND PROPOSED UTILITIES. NOTIFY LANDSCAPE ARCHITECT OF CONFLICTS.
- 7. FINAL PLANT LOCATION SHALL BE FIELD VERIFIED. 8. PRESERVE AND PROTECT EXISTING TREES AS POSSIBLE.

### IRRIGATION:

- . ALL INSTALLED LANDSCAPE SHALL BE IRRIGATED. 2. ALL TURF, NATIVE REVEGETATION, PERENNIAL AND ANNUAL PLANTINGS SHALL BE SPRAY IRRIGATED.
- ALL TREES AND SHRUB AREAS SHALL BE DRIP IRRIGATED.
- ALL MAINLINES SHALL HAVE CONDUIT UNDER CONCRETE SURFACES.
- 5. IRRIGATION SHALL COMPLY WITH COUNTY STANDARDS

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#### NOT FOR CONSTRUCTION

DATE: 02/02/2024 PRELIMINARY PLAN 04/22/2024 PRELIMINARY PLAN

> SHEET TITLE: LANDSCAPE NOTES

#### LANDSCAPE MATERIAL SCHEDULE

LAND	SCAPE MATERIAL S	CHEDULE							
CODE	DESCRIPTION	PRODUCT NAME	MANUFACTURER	CONTACT	MODEL #	COLOR / FINISH	SIZE / DIMENSIONS	DETAIL	NOTES
M-01	WOOD MULCH	WASHINGTON CEDAR MULCH	PIONEER SAND OR APPROVED EQUAL	N/A	N/A	NATURAL	SEE PLANS FOR LOCATION AND SIZE OF AREA	N/A	3" MIN DEPTH WEED BARRER NOT REQUIRED; REFER TO GENERAL LANDSCAPE NOTE 18
M-02	COBBLE	COLORADO RIVER ROCK COBBLE	PIONEER SAND OR APPROVED EQUAL	N/A	N/A	SMOOTH EARTH TONES	75% 2" -4" DIAMETER AND 25% 6-12" COBBLE, SEE PLANS FOR AREA.	3/LP-502	MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES. 4" MIN. DEPTH OVER SPECIFIED WEED BARRIER
M-03	BENDA BOARD EDGER	BENDA BOARD EDGER	EPIC PLASTICS OR APPROVED EQUAL	N/A	N/A	ТЕАК	1"X4". SEE PLANS FOR LENGTH AND LOCATION		INSTALL PER MANUFACTURER`S SPECIFICATIONS, REFER TO DETAIL.
M-04	LANDSCAPE BOULDER	MOUNTAIN GRANITE	PIONEER SAND OR APPROVED EQUAL	N/A	N/A	SMOOTH EARTH TONES	MIX OF 2`-4` DIAMETER, SEE PLANS	N/A	INSTALL PER DETAILS, REFER TO PLANS FOR LOCATIONS AND QUANTITY

#### PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	ROOT	<u>SIZE</u>	WATER USE			
	US CANOPY TREES							
PO AN	POPULUS ANGUSTIFOLIA	NARROWLEAF COTTONWOOD	B & B	2.5" CAL.	MOD			
PO ER	POPULUS TREMULOIDES ERECTA	SWEDISH ASPEN	B & B	2" CAL.	MOD			
EVERGRE	EN TREES							
PI FA	PICEA PUNGENS `FASTIGATA`	FASTIGIATE COLORADO SPRUCE	B & B	6` HT.	MOD			
PI BA	PICEA PUNGENS GLAUCA `BAKERI`	BAKERI BLUE SPRUCE	B & B	6` HEIGHT	MOD			
DECIDUO	DECIDUOUS SHRUBS							
AR CN	ARTEMISIA CANA	SILVER SAGEBRUSH	CONT.	#5	VERY LOW			
CO IS	CORNUS SERICEA `ISANTI`	ISANTI REDOSIER DOGWOOD	CONT.	#5	MOD			
JA AM	JAMESIA AMERICANA	WAXFLOWER	CONT.	#5	LOW			
PH MO	PHYSOCARPUS MONOGYNUS	MOUNTAIN NINEBARK	CONT.	#5	LOW			
RH GR	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	CONT.	#5	LOW			
RI AU	RIBES AUREUM	GOLDEN CURRANT	CONT.	#5	LOW			
RO WO	ROSA WOODSII	MOUNTAIN ROSE	CONT.	#5	LOW			
EVERGRE	EVERGREEN SHRUBS							
AR UV	ARCTOSTAPHYLOS UVA-URSI	KINNIKINNICK	CONT.	#3	LOW			
JU CC	JUNIPERUS SABINA `CALGARY CARPET` TM	CALGARY CARPET JUNIPER	CONT.	#5	LOW			
PI MO	PINUS MUGO `MOPS`	MUGO PINE	CONT.	#5	LOW			

### SHORT DRY GRASS SEED MIXTURE

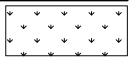
COMMON	

HARD FESCUE, VNS CREEPING RED FESCUE, VI SHEEP FESCUE, MEKLENBE CANADA BLUEGRASS, RUBI CANBY BLUGRASS, CANBA

- SLOPES OVER 3:1 SHALL BE HAYED AND TACKIFIED OR NETTED - SPREAD SEED AT A RATE OF 2 LBS PER 1000 SF

<u>HEIGHT</u>	SPREAD
40`-50`	25`-30`
40`-50`	8`-10`
30`-40`	8`-10`
30`-40`	15`-20`
4`-5`	2`-3`
4`-5`	5`-6`
7`-8`	5`-6`
3`-4`	3`-4`
2`-3`	7`-8`
5`-6`	5`-6`
5`-6`	5`-6`
<1`	4`-5`
1`-2`	7`-8`
2`-3`	2`-3`

	%	OF TOTAL	LBS. PER 1000 S.F.
		30%	0.6 LBS.
/NS		30%	0.6 LBS.
BERGER		25%	0.5 LBS.
BENS		10%	0.2 LBS.
٩R		5%	0.1 LBS.
	TOTAL	100%	2.0 LBS.





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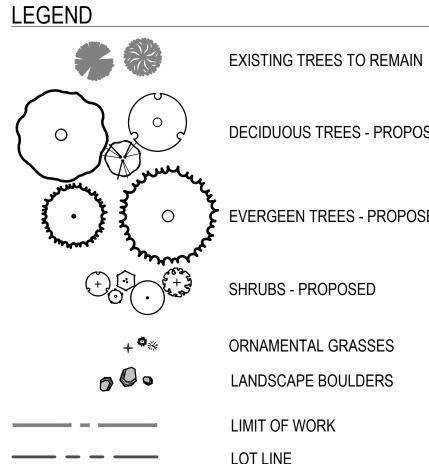
> SHEET TITLE: LANDSCAPE SCHEDULES

#### PLANT SCHEDULE

CODE	COMMON NAME
DECIDUOL	JS CANOPY TREES
PO AN	NARROWLEAF COTTONWOOD
PO ER	SWEDISH ASPEN
EVERGRE	EN TREES
PI BA	BAKERI BLUE SPRUCE
PI FA	FASTIGIATE COLORADO SPRUCE
	JS SHRUBS
RI AU	GOLDEN CURRANT
	GRO-LOW FRAGRANT SUMAC
	ISANTI REDOSIER DOGWOOD
PH MO	
	MOUNTAIN ROSE
AR CN	SILVER SAGEBRUSH
JA AM	WAXFLOWER
EVERGRE	EN SHRUBS
JU CC	CALGARY CARPET JUNIPER
	KINNIKINNICK
-	MUGO PINE

#### **KEY NOTES**

CODE	DESCRIPTION	DETAIL
N-01	TREE PLANTING	1 / LP-501
N-02	TREE PROTECTION	5/ LP-501
N-03	TREE PLANTING ON SLOPE	3 / LP-501
N-04	SHRUB PLANTING	1 / LP-502
N-05	GRASS AND PERENNIAL PLANT LAYOUT	2/LP-502
N-06	COBBLE DRIP LINE	3 / LP-502
N-07	LANDSCAPE BOULDER	4 / LP-502
N-08	SPADE CUT EDGE	6/LP-501
N-09	BENDA BOARD EDGER	4 / LP-502
N-10	CONCRETE FLATWORK	RE: CIVIL
N-11	BOLLARD	RE: CIVIL



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DECIDUOUS TREES - PROPOSED

EVERGEEN TREES - PROPOSED

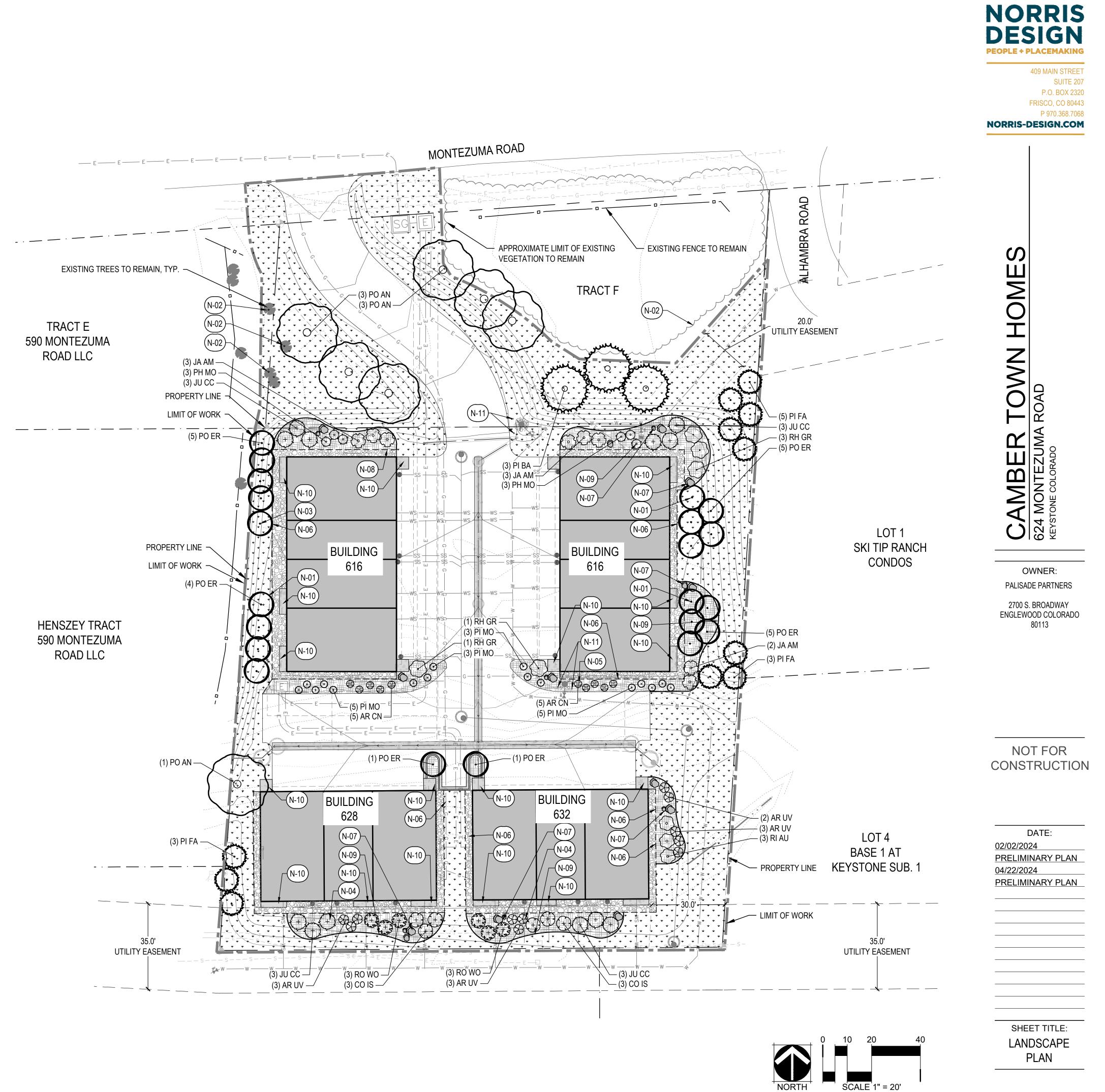
SHRUBS - PROPOSED

ORNAMENTAL GRASSES LANDSCAPE BOULDERS

LIMIT OF WORK

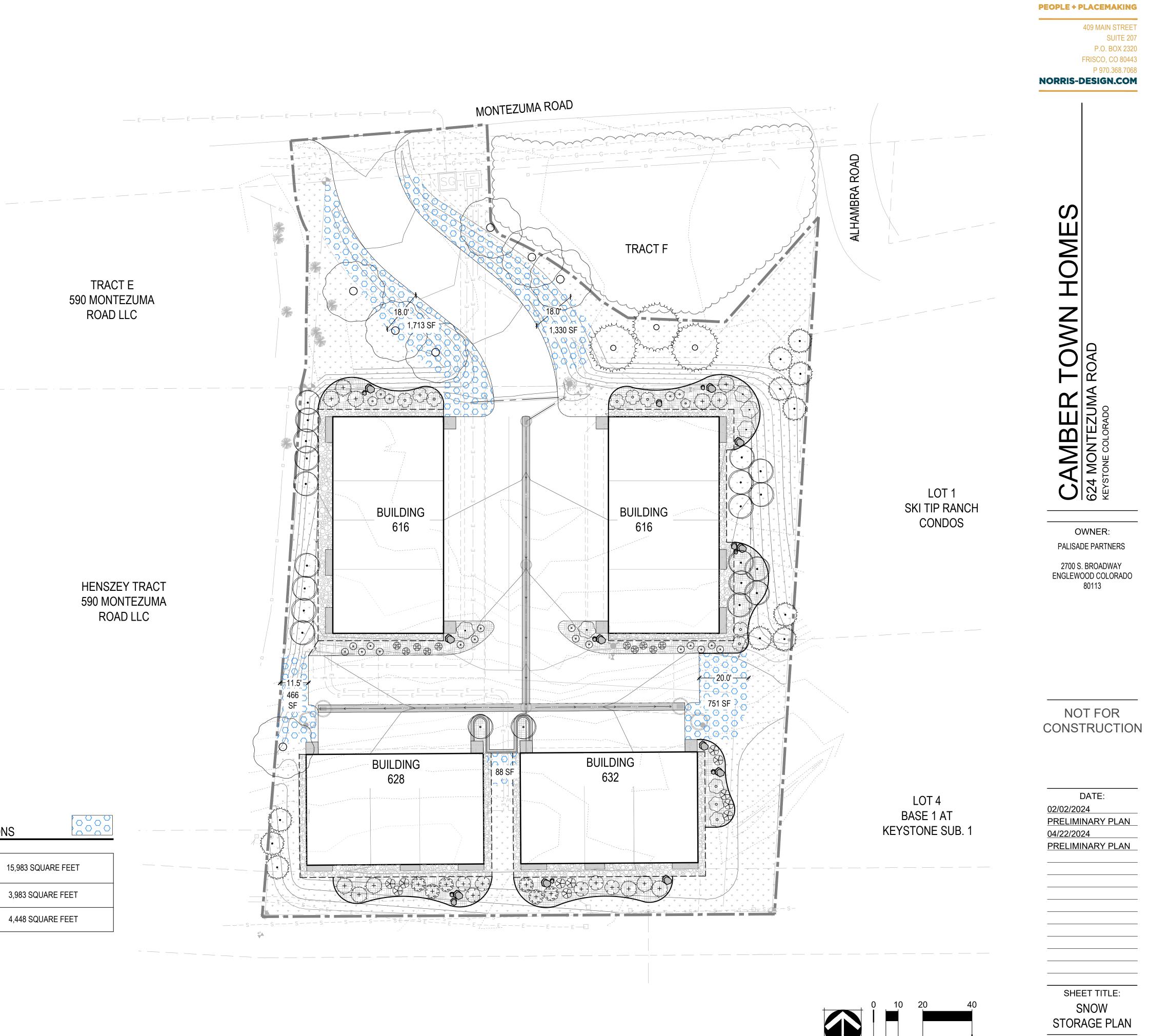
LOT LINE EASEMENT SPADE CUT EDGER BENDA BOARD EDGER LANDSCAPE MULCH COBBLE ROCK

NATIVE SEED





PAVED AREA	
REQUIRED SNOW STORAGE:	
PROVIDED SNOW STORAGE:	



LP-103

SCALE 1" = 20'

NORTH



THE EDGE OF THE CROWN.	
KING NOTES:	2
STAKE TREES PER DIAGRAM. AFTER A MINIMUM OF (3) THREE YEARS CONFIRM TREE IS ESTABLISHED. CHECK FOR ROOTBALL STABILITY. APPLY HAND PRESSURE TO TRUNK OF TREE, WHEN ROOTBALL DOES NOT MOVE, REMOVE STAKING.	3
<ul> <li>a. 2" CALIPER SIZE AND UNDER DECIDUOUS AND ASPEN TREES - MINIMUM 2 STAKES - ONE ON N.W. SIDE, ONE ON S.W. SIDE (OR PREVAILING WIND SIDE AND 180° FROM THAT SIDE).</li> <li>b. EVERGREEN TREES - 3 STAKES PER DIAGRAM.</li> </ul>	(4) (5)
<ul> <li>c. 3" CALIPER SIZE AND LARGER - 3 STAKES PER DIAGRAM.</li> <li>WIRE OR CABLE SHALL BE MINIMUM 12 GAUGE, TIGHTEN WIRE OR CABLE ONLY ENOUGH TO KEEP FROM SLIPPING. ALLOW FOR SOME TRUNK MOVEMENT. NYLON STRAPS SHALL BE LONG ENOUGH TO ACCOMMODATE 1-1/2" OF GROWTH AND BUFFER ALL BRANCHES FROM WIRE.</li> <li>ADJUST STAKING, STRAPS AND GUY WIRES ANNUALLY.</li> <li>TREATED WOOD POST PREFERRED. METAL T STAKES WITH PLASTIC SAFETY CAPS ACCEPTABLE WITH APPROVAL FROM OWNER.</li> </ul>	
REE PLANTING DETAIL	

#### PRUNING NOTES:

STAKING NOTES:

2. WIRE OR CABLE SHALL BE MINIMUM

3. ADJUST STAKING, STRAPS AND GUY

ALL PRUNING SHALL COMPLY WITH ANSI A300 STANDARDS. DO NOT HEAVILY PRUNE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS AND BROKEN BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED. HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO

# TREE PLANTING DET

TREE ROOTS SHALL NOT BE CUT UNLESS CUTTING IS UNAVOIDABLE.



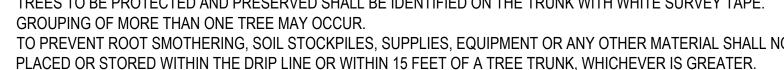
#### NOTES: GROUPING OF MORE THAN ONE TREE MAY OCCUR.

MAINTAINED IN AN UPRIGHT POSITION THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITIES.

- 1. TREES TO BE PROTECTED AND PRESERVED SHALL BE IDENTIFIED ON THE TRUNK WITH WHITE SURVEY TAPE.
- 2. TO PREVENT ROOT SMOTHERING, SOIL STOCKPILES, SUPPLIES, EQUIPMENT OR ANY OTHER MATERIAL SHALL NOT BE

3. FENCING MATERIAL SHALL BE SET AT THE DRIP LINE OR 15 FEET FROM TREE TRUNK, WHICHEVER IS GREATER, AND

FENCING MATERIAL SHALL BE BRIGHT, CONTRASTING COLOR, DURABLE, AND A MINIMUM OF FOUR FEET IN HEIGHT



- WHEN ROOT CUTTING IS UNAVOIDABLE, A CLEAN SHARP CUT SHALL BE MADE TO AVOID SHREDDING OR SMASHING. ROOT CUTS SHOULD BE MADE BACK TO A LATERAL ROOT. ROOTS SHALL BE CUT NO MORE THAN 1/3 OF THE RADIUS FROM DRIPLINE TO TRUNK. WHENEVER POSSIBLE, ROOTS SHOULD BE CUT BETWEEN LATE FALL AND BUD OPENING, DURING DORMANCY PERIOD. ROOT STIMULATOR SHALL BE APPLIED TO CUT ROOTS. EXPOSED ROOTS SHALL BE COVERED IMMEDIATELY TO PREVENT DEHYDRATION. ROOTS SHALL BE COVERED WITH SOIL OR BURLAP AND KEPT MOIST.WATERING OF PROTECTED TREES IN WHICH ROOTS WERE CUT SHALL BE PROVIDED BY THE CONTRACTOR. 7. WHEN ROOT CUTTING IS UNAVOIDABLE, A CLEAN SHARP CUT SHALL BE MADE TO AVOID SHREDDING OR SMASHING. ROOT CUTS SHOULD BE MADE BACK TO A LATERAL ROOT. WHENEVER POSSIBLE, ROOTS SHOULD BE CUT BETWEEN LATE FALL AND BUD OPENING, DURING DORMANCY PERIOD. EXPOSED ROOTS SHALL BE COVERED IMMEDIATELY TO PREVENT DEHYDRATION. ROOTS SHALL BE COVERED WITH SOIL OR BURLAP AND KEPT MOIST.WATERING OF PROTECTED TREES IN WHICH ROOTS WERE CUT SHALL BE PROVIDED BY THE CONTRACTOR. ANY GRADE CHANGES (SUCH AS THE REMOVAL OF TOPSOIL OR ADDITION OF FILL MATERIAL) WITHIN THE DRIP LINE SHOULD BE AVOIDED FOR EXISTING TREES TO REMAIN. RETAINING WALLS AND TREE WELLS ARE ACCEPTABLE ONLY

# **TREE PROTECTION**

WHEN CONSTRUCTED PRIOR TO GRADE CHANGE.

2

- EXCAVATE PLANTING HOLES WITH SLOPING SIDES. MAKE EXCAVATIONS AT LEAST THREE TIMES AS WIDE AS THE ROOT BALL DIAMETER AND LESS THAN THE DISTANCE FROM THE TOP MOST ROOT AND THE BOTTOM OF THE ROOT BALL. THE PLANTING AREA SHALL BE LOOSENED AND AERATED AT LEAST THREE TO FIVE TIMES THE DIAMETER OF THE ROOT BALL. REFERENCE TREE PLANTING DETAIL FOR BACKFILL NOTES.
- 2. TREES SHALL BE PLANTED WITH THE TOP MOST ROOT IN THE ROOT BALL 3" TO 5" HIGHER THAN THE FINISHED LANDSCAPE
- GRADE. TREES WHERE THE TRUNK FLARE IS NOT VISIBLE SHALL BE REJECTED. 3. FORM SOIL INTO A 3" TO 5" TALL WATERING RING (SAUCER) AROUND PLANTING AREA. THIS IS NOT NECESSARY IN
- IRRIGATED TURF AREAS. APPLY 3" TO 4" DEPTH OF SPECIFIED MULCH INSIDE WATERING RING.

#### PRUNING NOTES:

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### STAKING NOTES:

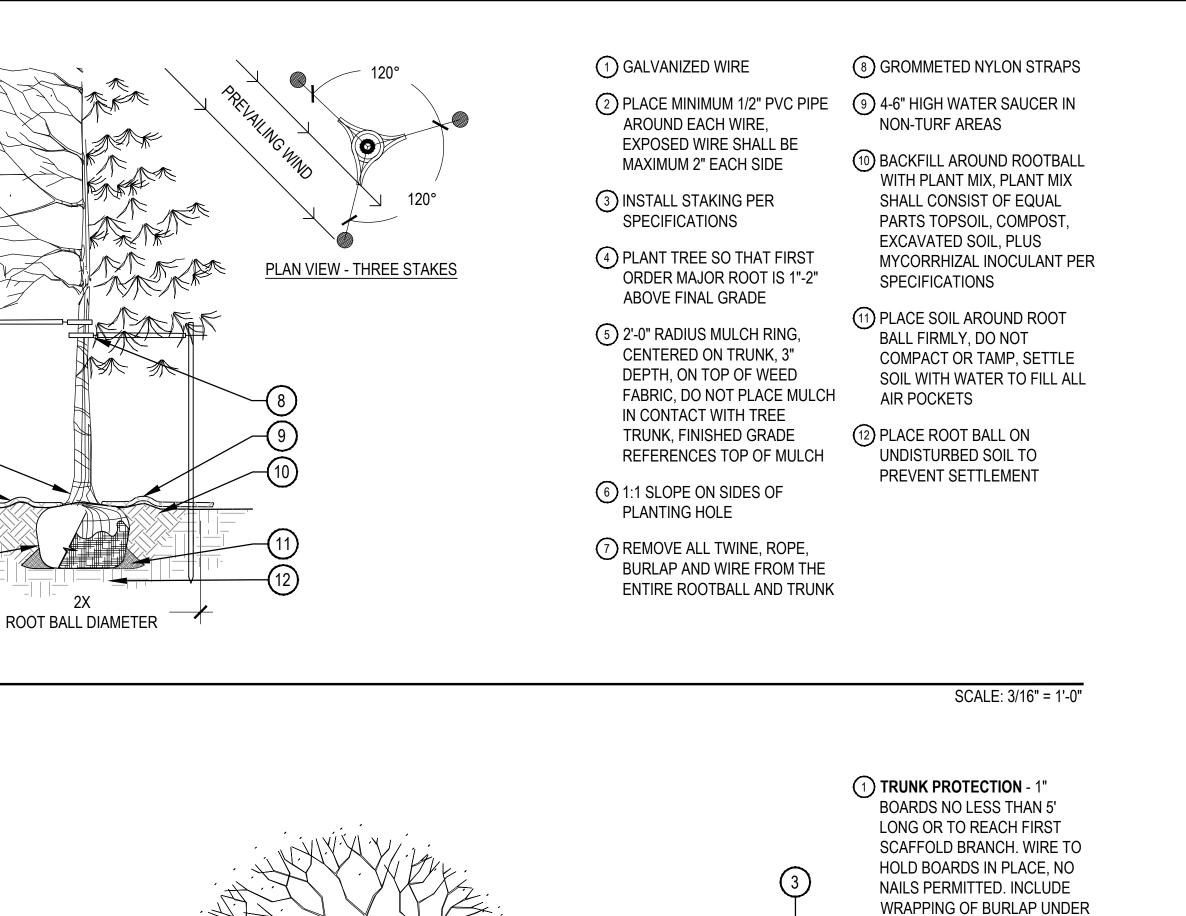
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- b. EVERGREEN TREES 3 STAKES PER DIAGRAM.
- c. 3" CALIPER SIZE AND LARGER 3 STAKES PER DIAGRAM.
- 2. WIRE OR CABLE SHALL BE MINIMUM 12 GAUGE, TIGHTEN WIRE OR CABLE ONLY ENOUGH TO KEEP FROM SLIPPING. ALLOW FOR SOME TRUNK MOVEMENT. NYLON STRAPS SHALL BE LONG ENOUGH TO ACCOMMODATE 1-1/2" OF GROWTH AND BUFFER ALL BRANCHES FROM WIRE.
- ADJUST STAKING. STRAPS AND GUY WIRES ANNUALLY.
- 4. USE GUY ASSEMBLIES FOR EVERGREENS AND TREES OVER 3" CALIPER. ALL WIRE TO BE MINIMUM 12 GAUGE GALVANIZED.

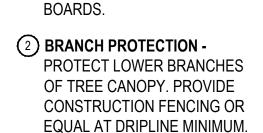
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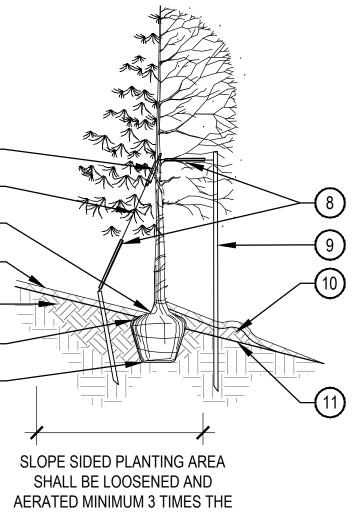
(1)





(3) PLACE SIGNS EVERY 50', PLACE SIGNS WHERE VISIBLE, ATTACH TO FENCING.

SCALE: 1/8" = 1'-0"



ROOT PROTECTION ZONE

VARIES PER TREE SIZE

EXTENDS FROM DRIPLINE TO DRIPLINE

DIAMETER OF ROOT BALL

(1) GROMMETED NYLON STRAP

KEEP OUT

TREE PROTECTION

AREA

<u>SIGN</u>

- (2) GALVANIZED WIRE
- (3) TOP MOST ROOT IN ROOTBALL: 1"-2" ABOVE EXISTING GRADE, UPHILL SIDE
- 4 2-4" OF ORGANIC MULCH APPLIED OVER PLANTING AREA AND AWAY FROM THE TRUNK, REFER TO MATERIAL SCHEDULE, FINISHED GRADE REFERENCES TOP OF MULCH
- (5) BACKFILL WITH PLANT MIX, PLANT MIX SHALL CONSIST OF EQUAL PARTS TOPSOIL, COMPOST, EXCAVATED SOIL, PLUS MYCORRHIZAL INOCULANT PER SPECIFICATIONS, WATER THOROUGHLY WHEN BACKFILLING
- (6) REMOVE ALL TWINE, ROPE, BURLAP AND WIRE FROM ENTIRE ROOTBALL AND TRUNK

- 7 PLACE ROOTBALL ON UNDISTURBED SOIL TO PREVENT SETTLEMENT, IF SOIL HAS BEEN IMPORTED, PROVIDE MODERATE FOOT PACKING OF SOIL DIRECTLY UNDER LOCATION OF ROOTBALL
- (8) 24" X 3/4" P.V.C. MARKERS (TYPICAL) OVER WIRES
- (9) TREATED WOOD POST, OR METAL T STAKE WITH CAP, WITH GROMMETED NYLON STRAPS, USE 2 GUY WIRES
- (10) UNAMENDED TOPSOIL ADDED TO EXISTING GRADE ON DOWN HILL SIDE, REFER TO SPECIFICATIONS
- (11) EXISTING GRADE



**409 MAIN STREET** SUITE 207 P.O. BOX 2320 FRISCO, CO 80443 P 970.368.7068 **NORRIS-DESIGN.COM** 



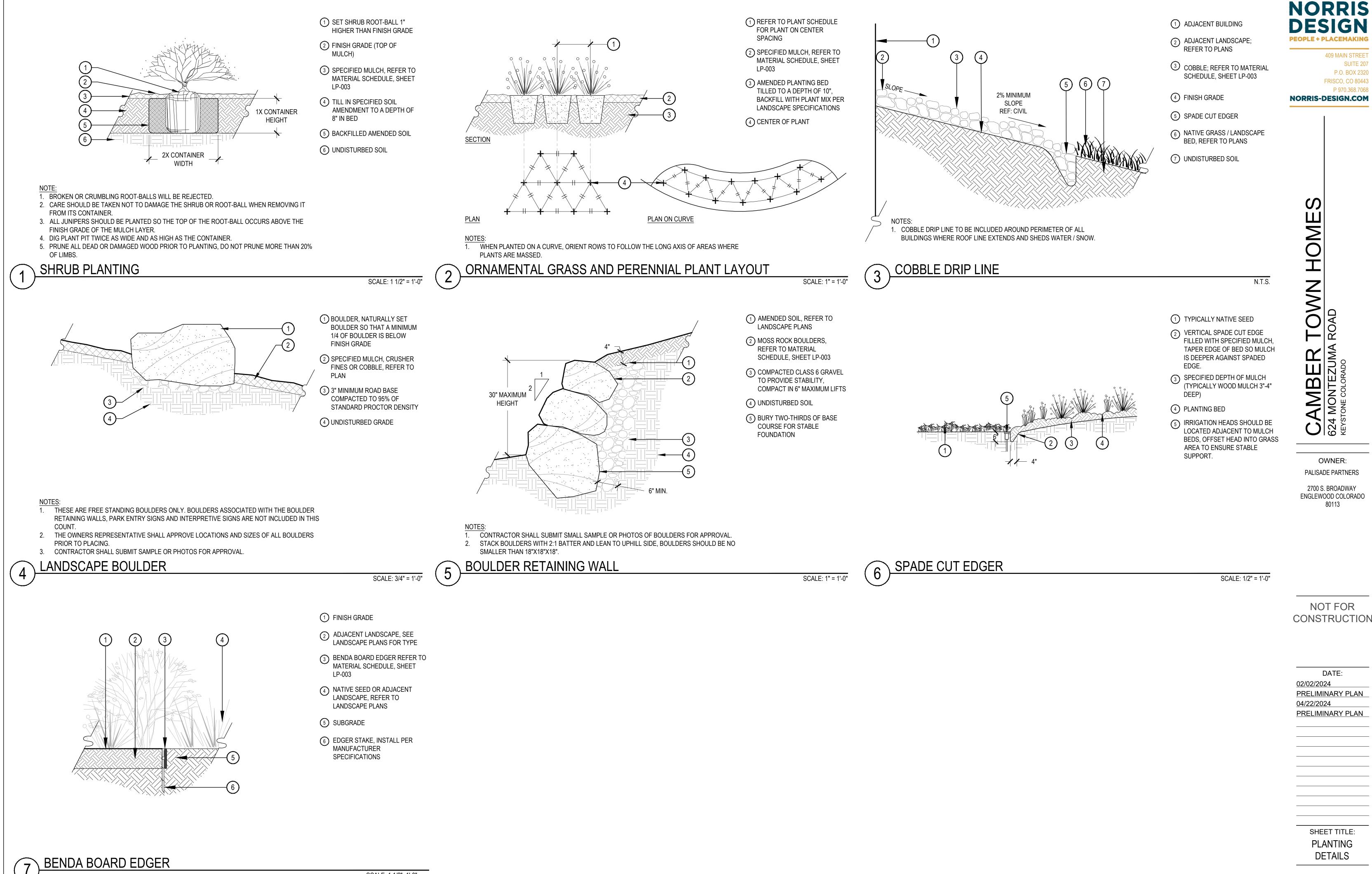
OWNER: PALISADE PARTNERS

2700 S. BROADWAY ENGLEWOOD COLORADO 80113

#### NOT FOR CONSTRUCTION

DATE: 02/02/2024 PRELIMINARY PLAN 04/22/2024 PRELIMINARY PLAN

> SHEET TITLE: PLANTING DETAILS

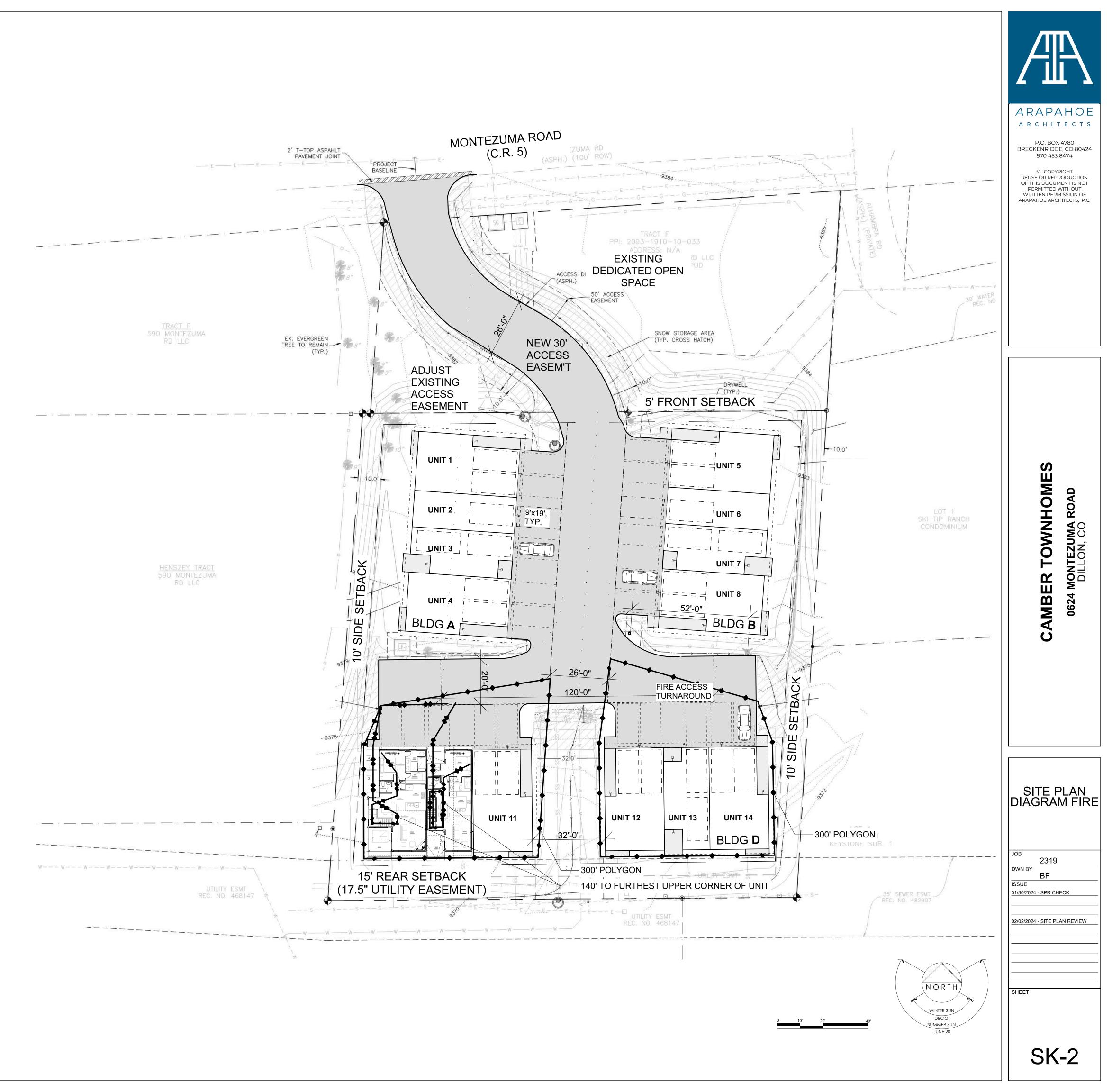


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# CONSTRUCTION

PRELIMINARY PLAN PRELIMINARY PLAN



# RESTRICTIVE HOUSING COVENANT AND NOTICE OF LIEN FOR UNIT\_\_, OF CAMBER TOWNHOMES KEYSTONE, COLORADO

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#### **RESTRICTIVE HOUSING COVENANT AND NOTICE OF LIEN**

This Restrictive Housing Covenant and Notice of Lien for the Camber Townhomes Development, Keystone, Colorado, (this "Covenant") is made this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024, by 624 Montezuma Rd., LLC, hereinafter referred to as "Developer", and approved and accepted by the Town of Keystone, hereinafter to as "Town",

## RECITALS

WHEREAS, 624 Montezuma Rd., LLC acting as the Developer, is in the process of developing the Camber Townhomes Development, as described in the subdivision plat dated \_\_\_\_\_\_ and recorded at Reception Number \_\_\_\_\_\_ in the Office of the Summit County, Colorado Clerk and Recorder, which plat is attached and incorporated as **Exhibit A** and the deed dated \_\_\_\_\_ and recorded at Reception Number \_\_\_\_\_\_ (the "Property").

WHEREAS, Developer agrees to restrict the acquisition and/or transfer of the Units to Qualified Buyers who meet the appropriate income category established by the Town for each Unit purchased.

WHEREAS, Developer agrees that this Covenant shall constitute an agreement setting forth the maximum sale ("Initial Sale Price") and the terms and provisions controlling the sale of the Unit; and

WHEREAS, by this Covenant, Developer hereby restricts the Unit from use and occupancy inconsistent with the terms as set forth in this Covenant; and

WHEREAS, under this Covenant Developer intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use of the Units described and provided for herein shall be and are hereby made covenants running with the land and are intended to be and shall be binding upon the Developer and all subsequent owners and occupiers of such Units for the stated term of this Covenant, unless and until this Covenant is released and terminated in the manner hereafter described.

NOW, THEREFORE, for value received, the receipt and sufficiency of which are hereby acknowledged, Developer hereby represents, covenants, and agrees as follows:

#### ARTICLE 1 PURPOSE AND INTENT

The purpose and intent of this Restriction is to restrict ownership, occupancy, and sale of each Unit in such a fashion as to provide, on a permanent basis, deed-restricted housing for Summit County employees. Each Unit is intended to be occupied by Qualified Owners or Authorized Lessees. The purpose of this deed restriction is to help establish and preserve a supply of housing to help meet the needs of the locally employed residents of the County.

#### ARTICLE 2 DEFINITIONS

- 1. "Area Median Income" or "AMI" means the median annual income for Summit County (or such next larger statistical area calculated by HUD that includes Summit County, if HUD does not calculate the area median income for Summit County on a distinct basis from other areas), as adjusted for household size, that is calculated and published annually by HUD; or any successor index thereto acceptable to the Town, in its reasonable discretion, including the Consumer Price Index. If AMI data pertaining to the date of sale of a Unit is not yet available as of the date the sale price is calculated, then the most recent data published by HUD shall be used in its place.
- 2. "Authorized Lessee" means any tenant approved by the Town, who shall meet the definitions of both Qualified Occupant, and who shall lease a Unit at such rental rates as are specified in this covenant.
- 3. "County or Summit County" as that term is used herein shall mean Summit County Government or its designee, which may include an employee or other agency; if another agency, Summit County Government shall designate in writing any such certain defined responsibilities of said agency.
- 4. "Dependent" shall mean a person, including a spouse, child, step-child, child in the permanent legal custody, or a parent of a Qualified Occupant, in each case whose principal place of residence is in the same household as such Qualified Occupant, and who is financially dependent upon the support of the Qualified Occupant. Dependent shall also include any person included within the definition of "Familial Status" as defined in 42 U.S.C. § 3602(k), as that act shall from time to time be amended.
- 5. "First Mortgage" means a deed of trust or mortgage which is recorded senior to any other deeds of trust or liens against the Unit to secure a loan used to purchase the Unit made by a Mortgagee.
- 6. "Household" means one or more persons who intend to live together in a Unit as a single housekeeping unit.
- 7. "HUD" means the U.S. Department of Housing and Urban Development.

- 8. "Local Employer" means an individual or business that has a physical location within and serves Summit County and that employs a Qualified Occupant.
- 9. "Mortgagee" means any bank, savings and loan association, or any other institutional lender which is licensed to engage in the business of providing mortgage financing for residential real property and which is the beneficiary of a deed of trust or mortgage encumbering any Unit.
- 10. "Non-Qualified Owner" or "Non-Qualified Transferee" means an Owner that is not a Qualified Owner.
- 11. "Owner" means the record owner at any time taking and holding fee simple title to a Unit.
- 12. "Primary Residence" means an individual or Household occupies the deed-restricted property as their principal place of residence at least 9 months of the year. Final determination as to whether the occupancy of an individual or Household meets the intent of this definition shall be made by the Town in its sole discretion and in accordance with all other provisions of this Covenant.
- 13. "Qualified Occupant" means a person aged 18 or older, along with his or her Dependents, if any, who at all times during ownership or occupancy of the Unit, resides and is employed within the County year-round, an average of at least 30 hours per week on an annual basis. "Employed within the County," also referred to as "Local Employment", shall mean that the person earns his or her living from a business or organization operating in and serving the County, which requires his or her physical presence within the boundaries of Summit County in order to complete the task or furnish the service, by working in the County at such business or organization an average of at least 30 hours per week on an annual basis.
- A. Local Employment Exemptions: The following exemptions to the local employment requirement may be authorized by the Town in writing.
  - i. <u>Self-Employment and residents that work from home</u>. For individuals claiming self-employment or work from home status, the employment must be for an average of at least 30 hours per week on an annual basis for a business that is

located within and serves Summit County and requires their physical presence within the boundaries of Summit County in order to complete the task or furnish the service, and such individuals must demonstrate they are earning at least minimum wage from this employment.

- ii. <u>Retirement</u>. Qualified Occupants may be authorized to retire and remain in deed-restricted units, if the person is at or above the full benefit age for Federal Social Security, has worked in Summit County an average of at least 30 hours per week on an annual basis for at least 10 continuous years prior to retirement, and has owned and occupied that particular deed-restricted housing for at least 7 continuous years prior to retirement. Provisions may be included to authorize an alternate retirement age for public safety field staff based on their years of service and applicable retirement / pension plan.
  - a. <u>Partial Retirement.</u> Qualified occupants may be authorized to reduce local employment to a minimum of 15 hours per week on annual basis, if the occupant has worked in Summit County an average of at least 30 hours per week on an annual basis for at least 15 continuous years prior to partial retirement and has owned and occupied that particular deed-restricted housing unit for at least 5 continuous years prior to retirement.
  - b. <u>Housing Mobility for Retirees.</u> When determined to be appropriate, the Town may authorize a qualified retiree who meets the minimum length of employment and age requirements described above to move into a new or different deed-restricted unit, rather than requiring such individual to continue occupying the same deed-restricted unit he/she has been occupying prior to retirement. This provision is intended to allow mobility within the County's deed-restricted housing inventory by allowing retirees to downsize into smaller housing units, if desired, thus making larger units available to larger household sizes in need of deed-restricted housing.
- iii. <u>Disability.</u> For an individual who becomes disabled after commencing ownership or occupancy of a Unit such that he or she cannot work the required number of hours each week required by this restriction may remain a Qualified Occupant; provided that such person receives authorization by the Town to remain in the unit for a specified period of time.
- B. The Town or its designee shall have the discretion to determine any person's eligibility as a Qualified Occupant under this section and may request such evidence as is necessary to make said determination.
- 14. "Qualified Owner(s)" means a natural person(s) meeting the income, residency, and all other qualifications set forth in this Covenant.
- 15. "Summit County" means and includes the entirety of the jurisdictional area of Summit County, Colorado.

- 16. "Transfer" or "Transferred" means any sale, assignment or transfer that is voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in a Unit, including, but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, or any interest evidenced by a land contract by which possession of a Unit is transferred and the Owner obtains title.
- 17. "Town" as that term is used herein shall mean Town of Keystone Government or its designee, which may include an employee or other agency; if another agency, Town of Keystone Government shall designate in writing any such certain defined responsibilities of said agency.
- 18. "Town of Keystone" means and includes the entirety of the jurisdictional area of Keystone, Colorado.
- 19. "Unit" means a physical portion of the Property that is to be or has been constructed for purposes of residential use only and to be created as a separate transferable real property interest by the filing of subdivision or similar plat(s) or map(s) for some or all of the Property.

## ARTICLE 3 USE AND OCCUPANCY

The use and occupancy of each Unit shall be limited exclusively to housing for individuals meeting the definition of Qualified Occupant and other requirements as set forth in this Covenant, together with the Qualified Occupant's Dependents and Household, if any. The unit must be occupied as the Qualified Occupant's primary full-time residence.

## ARTICLE 4 OWNERSHIP AND OCCUPANCY RESTRICTIONS AND REQUIREMENTS

- 1. <u>Ownership</u>. Ownership of a Unit is hereby limited exclusively to a Qualified Owner, which shall include the parties described and approved as set forth herein. In the event that a Unit is owned in violation of this Covenant, all of the remedies set forth by law or in equity, including, but not limited to, the rights set forth in this Covenant, shall be available to enforce the terms of this Covenant.
- 2. <u>Income Categories</u>. At the time of entering into any purchase contract for a Unit, individuals or households, as applicable, shall be subject to the following income categories for each Unit:

160% AMI Units shall be available for those making up to 180% AMI.

- 3. <u>Income Testing.</u> Income testing is required at the time of purchase (for the original sale and every subsequent sale of a deed-restricted unit) or initial rental, in order to ensure new owners or occupants qualify to purchase or rent a deed-restricted property matching the particular AMI cap.
- 4. <u>Rental Procedures.</u>
- A. Rental of the Unit is allowed pursuant to the following terms and requirements:
  - i. Leases shall be approved in advance by the County Housing Director and shall be for a term of at least three (3) consecutive months in duration. Any such tenancy approved by the County Housing Director shall be to a person meeting the definition of a Qualified Occupant.
  - ii. Roommates. When an affordable workforce housing unit is rented to roommates not meeting the definition of a Household, all prospective tenants must be qualified by the County Housing Director as a Qualified Occupant prior to occupancy in accordance with the requirements set forth herein, and must be included as tenants on the lease.
  - iii. Maximum Rental Rate. The maximum monthly rental rate chargeable for the Unit shall be 160% of HUD Fair Market Rent, or other methodology approved by the County. The rental rate shall include the cost of utilities, homeowners' association dues, management costs and taxes. Under no circumstances will an Owner be required to charge a monthly rental rate for the Unit that is less than the amount the Owner must pay each month on Owner's First Mortgage.
- B. Use as a Short-term Vacation Rental is Expressly Prohibited. Under no circumstances shall the Unit or any portion of the unit be utilized as a short-term vacation rental.
- C. In the event that any unit, or any portion thereof, is leased or rented without compliance with this Restriction, all of the remedies set forth by law or in equity, including but not limited to the rights set forth in this Covenant, shall be available to enforce the terms of this Covenant

- 5. <u>Exceptions to Occupancy Requirements.</u> The Qualified Owner of a Unit may request an exception to the occupancy restrictions of this Covenant through the following process:
  - A. The Qualified Owner requesting an exception must provide a narrative explaining the need for the exception as well as written evidence confirming the reason for the request, including, but not limited to, such items as: a former employer's documentation of involuntary unemployment; confirmation of employment requiring a relocation, etc.
  - B. The decision regarding the request for an exception to the occupancy requirements of this Covenant shall be made by the Town within thirty (30) days of the completed application submittal with supporting information.
  - C. The Town may grant an exception to an occupancy requirement of this Covenant for any qualifying circumstance(s) upon finding that:
    - i. The circumstance(s) justifying the grant of an exception to an occupancy requirement of this Covenant is a circumstance that has transpired subsequent to occupancy of the Unit and/or is outside the control of the applicant to correct; and
    - ii. Strict application of the terms of this Covenant would result in a significant hardship on the Qualified Owner; and
    - iii. The grant of the requested exception is limited to the scope necessary to grant reasonable relief to the applicant, consistent with the intent and purpose of this Covenant, and will not have an adverse effect on the community or surrounding neighborhood.
  - D. If the exception is granted, the Town may impose specific conditions of approval, and shall fix the duration of the term of such exception.
- 6. <u>Maintenance Responsibilities</u>. Owner is responsible for maintaining the Unit in good working order throughout the length of Owner's ownership of the Unit, and adhering to all homeowner's association requirements for maintenance, upkeep and appearance during such tenure of ownership as well.
- 7. <u>Ownership by Entity.</u>
  - A. At initial sale, after a 30-day priority period for individuals looking to purchase a Unit. Local Employers may purchase up to 2 deed-restricted units.
  - B. No Local Employer may own more than 2 Units at a time.
  - C. The Unit shall be rented to an Employee of the Local Employer who meets the definition of Qualified Occupant as set forth in this Covenant, and is qualified as such in writing by the Town.
  - D. Leases shall be reviewed and approved in advance by the Town and shall not be for a term of less than 3 months.
  - E. The Maximum Rental Rate for Local Employer-owned Units shall be 160% of HUD Fair

Market Rent or other methodology approved by the Town.

F. Occupancy of Local Employer-owned Units shall not exceed two people per bedroom or one person per 200 square feet, whichever is less.

- G. At all times, Local Employer shall comply with all applicable local, state, and federal laws, statutes, rules, and regulations regarding the landlord-tenant relationship and attendant obligations.
- H. Local Employer shall maintain the Unit in good condition and at the time of entering into a lease agreement with a Qualified Occupant shall meet the requirements of Article 5, Section 3, below.

## ARTICLE 5 SALE OF A UNIT

- 1. <u>Initial Purchase Price</u>. Upon completion of construction of each Unit by the Developer, a Unit shall be sold to a Qualified Owner at a Purchase Price to be determined according to the attached 202 4 HUD guidelines for Summit County (Exhibit B) and not to exceed the purchase price affordable to a person making 160% of AMI. Said initial price will be adjusted in years subsequent to 202 4 based on the applicable AMI rates for such years but shall not decrease below the 202 4 AMI rates contemplated herein.
- 2. <u>Priority.</u>
  - A. At the time of the initial sale and any subsequent resale of any Unit, individuals working within the Town of Keystone or providing services primarily to the Town of Keystone will receive priority in the purchase of the Units in accordance with the Town's rules, regulations, policies and codes for the initial 60 day period commencing with the offering of each Unit for sale. Persons who qualify as Town of Keystone employees for purposes of determining priority also include employees who provide service throughout the entire county (e.g., sheriff, transit drivers, contractors). After the initial 60 day period, Units will be made available to all individuals working in Summit County until such time as each Unit is sold. If a lottery sales process is used, then the Town of Keystone workers will receive priority in a first lottery separate from other Summit County workers
- 3. <u>Condition of Unit at Resale</u>. Each Owner shall be responsible for ensuring that the Unit is in good condition at the time of resale, with reasonable wear and tear acceptable. This obligation includes all matters which are in the control and responsibility of an Owner, and includes, but is not limited to:
  - i. Cleaning the Unit and making necessary improvements to repair and maintain plumbing and mechanical fixtures, appliances, carpet or other flooring, roofs, painting and other similar items in good working order and condition.
  - ii. The Unit must contain all of the appliances that originally came with the Unit, of similar standard.
  - iii. There must be no outstanding Town code violations.

If the Unit is not in good condition, the Town has the right to bring the Unit into good condition and collect the costs of taking such efforts, by means of a lien upon the Unit, and the right to collect upon such lien through appropriate means, including the right to

be paid the cost of any expenses incurred from the Owner's proceeds at closing of the sale of the Unit.

#### ARTICLE 6 COMPLIANCE AND ENFORCEMENT

1. Owner agrees to provide, upon request of the Town or its designee, all documents and information necessary for the Town to establish continued compliance with this Covenant and with the Guidelines as amended from time to time. Documents may include, but are not limited to: Federal and State Income Tax Returns, W2's, 1099's, bank statements, vehicle and license information, and invoices for utility payments. The Town shall maintain the confidentiality of financial information as provided by law.

- 2. <u>Memorandum of Acceptance and Notice of Lien.</u> Each sales contract or lease, as the case may be, for a Unit shall also (a) recite that the proposed purchaser or lessee, as applicable, has read, understands and agrees to be bound by the terms of this Covenant.
- 3. <u>Vacancy</u>. In the event that a Qualified Owner ceases to occupy a Unit as his or her principal place of residence for a period of more than ninety (90) consecutive days (as reasonably determined by the Town), the Town may, in its sole discretion and in addition to any other remedies the Town may have hereunder, determine that the Unit shall be offered for sale pursuant to the provisions of Articles 4 and 5.
- 4. <u>Non-Qualified Transferees</u>. In the event that title to a Unit vests in any individual or entity that is not a Qualified Owner ("Non-Qualified Transferee") by descent, by foreclosure and/or redemption by any lien or mortgage holder (except any holder of a HUD-insured First Mortgage), or by operation of law or any other event, the Town may elect to notify the Non-Qualified Transferee that it must sell the Unit in accordance with Articles 4 and 5. A Non-Qualified Transferee shall not: (i) occupy a Unit; (ii) rent all or any part of a Unit, except in strict compliance with this Covenant and as approved in writing by the Town; (iii) engage in any business activity on or in a Unit; (iv) sell or otherwise transfer a Unit except in accordance with this Covenant; or (v) sell or otherwise transfer a Unit for use in trade or business.
- 5. <u>Failure to Comply with Restrictions</u>. In the event an owner fails to comply with any of the restrictions contained in this covenant, the Town may, but is not required to, provide notice to the owner of the unit in violation and provide an opportunity for the owner to cease and desist or cure. In addition, the Town may, in its discretion, promulgate a notice and penalty schedule for covenant violations. In the event such a schedule is adopted by the Town, the Town shall provide written notice to all owners of the notice and penalty schedule. Any such notice and penalty schedule shall be in addition to those remedies available pursuant to this covenant. This may include an appreciation pause for any units that are determined to be in violation of their covenant, where the allowable annual rate of appreciation is suspended during a period when a violation notice has been issued, until such violation has been resolved to the satisfaction of the Town.

## 6. <u>Sales to Preserve Unit as Affordable Housing</u>.

A. In the event a Unit is occupied, Transferred or leased in violation of this Covenant, the Town may, at its sole discretion, notify an Owner that it must immediately list the Unit for sale. The highest bid by a Qualified Owner shall be accepted by the Owner; provided, however, if the Unit is listed for a period of at least ninety (90) days and all bids are below the price paid by the Owner, the Unit shall be sold to a Qualified Owner that has made the highest offer for at least the appraised market value of the Unit, as determined by the Town in its reasonable good faith judgment, after such ninety (90) day period.

- B. In the case of such an uncured violation, if required by the Town, the Owner shall: (i) consent to any sale, conveyance or transfer of such Unit to a Qualified Owner; (ii) execute any and all documents necessary to do so; and (iii) otherwise reasonably cooperate with the Town to take actions needed to accomplish such sale, conveyance or transfer of such Unit. For this purpose, Owner constitutes and appoints the Town as the Owner's true and lawful attorney-in-fact with full power of substitution to complete or undertake any and all actions required under this Article 5 or as set forth elsewhere in this Covenant. It is further understood and agreed that this power of attorney, which shall be deemed to be a power coupled with an interest, cannot be revoked. Owner specifically agrees that all power granted to the Town under this Covenant may be assigned by it to its successors or assigns.
- C. In order to preserve the availability of unit for Qualified Owners, the Town shall also have and is hereby granted the right and option to purchase a Unit, exercisable within a period of fifteen (15) calendar days after notice is sent by the Town to the Owner that requires the Owner to sell the Unit due to a violation pursuant to this Section. The Town shall complete the purchase of such Unit within thirty (30) calendar days after exercising its option hereunder for a price equal to the appraised market value of the Unit, as determined by a third-party professional appraiser experienced in the Town. The Town may assign its option to purchase hereunder to an eligible purchaser which, for the purpose of this Section 7.C., shall be a Qualified Owner.
- D. In all situations in which the provisions of this Article 5 apply, the Town may alternatively require the Owner to promptly rent a Unit to a lessee that is deemed a Qualified Occupant in accordance with the requirements of this Covenant and subject to the one (1) year limit while the Unit is listed for sale.

## ARTICLE 7 FORECLOSURE

- 1. <u>Release</u>. Notwithstanding anything herein to the contrary, this Covenant shall be deemed released as to a Unit in the event of the issuance of a public trustee's deed, sheriff's deed or similar conveyance of the Unit in connection with a foreclosure by the holder of a HUD- insured First Mortgage.
- 2. Lien and Promissory Note.
  - A. Town shall have, and is hereby granted, a lien against a Unit ("Town's Lien") to secure payment of any amounts due and owing Town pursuant to this Covenant, including, but not limited to, all sales proceeds over and above the Maximum Sales Price. The Town's Lien on the respective Unit shall be superior to all other liens and encumbrances except the following:
    - i. liens and encumbrances recorded prior to the recording of this Covenant;

- ii. real property ad valorem taxes and special assessment liens duly imposed by Colorado governmental or political subdivision or special taxing districts;
- iii. liens given superior priority by operation of law; and
- iv. the lien of any First Mortgage against a Unit.
- B. Recording of this Covenant constitutes record notice and perfection of the Town's Lien. No further recordation of any claim of lien is required. By virtue of the Town's Lien, Town shall have all of the rights that a mortgage holder may have against a Unit, including, but not limited to, the right to judicially foreclose upon a Unit. The Town shall be entitled to file such notices and other information necessary to preserve its rights, as a lienor, to cure and redeem in foreclosure of a Unit, as provided by C.R.S. 38-38-101 et seq. In addition, unless otherwise instructed by the Town in writing, the Owner shall sign, acknowledge, and cooperate in the Town's recording in the County Clerk and Recorder's Office immediately subsequent to the recording of the First Mortgage, a Promissory Note and Deed of Trust substantially in the form attached hereto as Exhibit D, in order to assure that the Town receives notice and the opportunity to cure in the event of the foreclosure of the First Mortgage pursuant to this Article. The Promissory Note and Deed of Trust shall not alter the priority date of the Town Lien as established herein.
- C. The sale or other Transfer of a Unit shall not affect the Town Lien. No sale or deed in lieu of foreclosure shall relieve the Owner from continuing personal liability for payment of his or her obligations hereunder. The Town Lien does not prohibit actions or suits to recover sums due pursuant to this Covenant, or to enforce the terms of this Covenant, or to prohibit the Town from taking a deed in lieu of foreclosure.
- D. Upon request, the Town shall agree to subordinate the Town Lien and Promissory Note to a First Mortgage or deed of trust. To the extent that Exhibit D is inconsistent with this provision, the provisions of this Section 6.2.D. shall control.
- 3. Town Option to Redeem.
  - A. <u>Notice of Default to the Town</u>. Within ten (10) days after Owner's receipt of any notice of default from a Mortgagee or the home owner's association governing the Unit, the Owner shall give written notice of such default to the Town.
  - B. <u>Foreclosure/Town Option to Redeem</u>. In the event of a foreclosure of a First Mortgage or the assessment lien of the home owner's association, the Town or its authorized agent shall be entitled to receive notice of the foreclosure proceedings as is required by law to be given by the public trustee or the sheriff, as applicable, to lienors of a Unit that are junior to the First Mortgage (as provided in C.R.S. §38-38-101 et seq., or any succeeding statute). The Town shall have a right of redemption, purchase, and such

other rights as a lienor and holder of a deed of trust in foreclosure, as its interest appears, in accordance with Colorado law governing foreclosure.

- C. <u>Upon Exercising Option</u>. In the event that the Town obtains title to a Unit pursuant to this Article 6, the Town or its designee, may sell such Unit to a Qualified Owner, or rent such Unit to a Qualified Occupant.
- 4. <u>Perpetuities Savings Clause</u>. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Covenant shall be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the shorter of (x) the term of this Covenant, or (y) the period of the lives of the current duly elected and seated Town Council Members, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.
- 5. <u>Notices</u>. In the event of a foreclosure of a Unit, those parties noted below are to be given written notice of any foreclosure proceedings as part of any and all formal notification requirements pursuant to the foreclosure. Those parties are to include the Town as provided for in Section 10.13 below.
- 6. <u>Enforcement of This Restriction</u>. Each Owner hereby grants and assigns to the Town or its designee the right to review and enforce compliance with this Covenant. Compliance may be enforced by the Town by any lawful means, including without limitation, seeking any equitable relief (including, without limitation, specific performance), as well as a suit for damages; provided, however, in the event a Unit is financed by a HUD- insured First Mortgage and is sold in violation of this Covenant, such enforcement shall not include:
  - i. acceleration of a mortgage;
  - ii. voiding a conveyance by an Owner;
  - iii. terminating an Owner's interest in a Unit; or
  - iv. subjecting an Owner to contractual liability.

Notwithstanding the foregoing, in no event shall the Town have any equitable remedies (including, but not limited to, the right to sue for specific performance or seek other equitable relief) or the right to sue for damages if the Owner of a Unit that was financed with a HUD-insured First Mortgage breaches or violates the terms, covenants and other provisions of Article 6 hereof and if to do so would violate any existing or future requirement of HUD; it being understood, however, that in such event, the Town shall retain all other rights and remedies hereunder for enforcement of any other terms and provisions hereof, including, without limitation: (i) the right to sue for damages to reimburse the Town, or its agents, for its enforcement costs and to require an Owner to repay with reasonable interest (not to exceed ten percent (10%) per annum) any assistance received in connection with the purchase of a Unit; (ii) the right to prohibit an Owner from

retaining sales or rental proceeds collected or received in violation of this Covenant; and (iii) the option to purchase granted to the Town in Article 6 hereof. Venue for a suit enforcing compliance shall be proper in the Town and service may be made or notice given by posting such service or notice in a conspicuous place on the applicable Unit. As part of any enforcement action on the part of the Town, the applicable Owner shall pay all court costs and reasonable legal fees incurred by the Town or its agents, in connection with these claims, actions, liabilities or judgments, including an amount to pay for the time, if any, of the Town's, or its agents' attorney fees spent on such claims at the rates generally charged for similar services by private practitioners within the County.

7. <u>Injunctive and other Equitable Relief</u>. Each Owner agrees that in the event of Owner's default under or non-compliance with the terms of this Covenant, the Town shall have the right to seek such equitable relief as it may deem necessary or proper, including, without limitation, the right to: (a) seek specific performance of this Covenant; (b) obtain a judgment from any court of competent jurisdiction granting a temporary restraining order, preliminary injunction and/or permanent injunction; and (c) set aside or rescind any sale of a Unit made in violation of this Covenant. Any equitable relief provided for in this Covenant may be sought singly or in combination with such legal remedies as the Town may be entitled to, either pursuant to this Covenant, under the laws of the State of Colorado, or otherwise.

## ARTICLE 8 INSURANCE

Owner Insurance Requirements. Each Owner, shall, in conjunction with the purchase or 1. acquisition of a Unit, keep the Unit and its improvements now existing or hereafter erected, insured against loss or casualty by fire or hazards included within the term "extended coverage" in an amount equal to the replacement costs of returning the Unit to its condition prior to loss ("Property Insurance"). The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Owner subject to the Town's right to reject the chosen carrier for objectively reasonable cause. All insurance policies and renewals thereof shall provide that the insurance carrier shall notify the Town at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to the Town by Owner at or before closing. The Town shall have the right, but not the obligation, to request proof of insurance and/or continued coverage limits from the Owner by written request, at any such time(s) as the Town deems appropriate. In the event of loss, Owner shall give prompt notice to the insurance carrier and the Town. Insurance proceeds shall be applied to restoration or repair of the Unit damaged, provided such restoration or repair is economically feasible and the security of any existing deed of trust or mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of an existing deed of trust would be impaired, the insurance proceeds shall be applied to the sums secured by the deed of trust, with the excess, if any, paid to Owner.

#### ARTICLE 9 HOA DUES

624 Montezuma Rd. LLC will need to draft this specific language to include in this covenant and/or

the HOA CCRs. The below outlines the proposal:

In order to maintain the affordability of assessments, the HOA is proposing a tiered dues system. The base dues would be assessed based on a budget that is strictly limited to providing the essential services required for the community. All members of the association would pay these base dues proportionally to the number of bedrooms in their homes.

The essential services budget would cater to the basic needs and maintenance of the community, including common area upkeep, snow removal, maintenance of county required landscaping, insurance, trash removal, HOA manager oversight and contributions to an associated reserve account. The Developer has deliberately limited this base budget to essential services, excluding non-essential items that could inflate dues unnecessarily especially in a resort neighborhood. Examples of such non-essential services include maintenance of the exterior of the townhomes (individual homeowners responsible for upkeep of their unit), upkeep of luxury amenities like communal hot tubs, costs related to short term rental management, community trash service, additional landscaping and common area improvements above and beyond county requirements.

Should the HOA decide to incorporate these additional services into its scope in the future, a second tier of dues could be introduced to cover them. Workforce housing units would have the option to opt out of these non-essential dues.

This tiered system would allow for a fair distribution of costs, ensuring that the workforce housing units are insulated from disproportionate increases in their dues or special assessments for non-essential, luxury services often found in resort areas. Simultaneously, it ensures the community is able to maintain a basic level of essential services in a fair and proportionate manner.

#### ARTICLE 10 GENERAL PROVISIONS

- 1. <u>Equal Housing Opportunity</u>. Pursuant to the Fair Housing Act and the Town's public policy, the Town shall not discriminate on the basis of race, creed, color, sex, national origin, familial status, disability or sexual orientation in the lease, sale, use or occupancy of a Unit.
- 2. <u>Rules, Regulations, and Standards</u>. The Town shall have the authority to promulgate and adopt such rules, regulations and standards as it may deem appropriate, from time to time, for the purpose of carrying out its obligations and responsibilities described herein.
- 3. <u>Waiver of Exemptions</u>. Every Owner, by taking title to a Unit, shall be deemed to have subordinated to this Covenant any and all right of homestead and any other exemption in, or with respect to, such Unit under state or federal law presently existing or hereafter enacted.
- 4. <u>Severability</u>. Invalidation of any one of the covenants or restrictions contained herein by judgment or Court order shall in no way affect any other provisions, it being the intent of the Town that such invalidated provision be severable.
- 5. <u>Term</u>. Subject to the termination and/or release provisions contained herein, the restrictions contained herein shall run with the land and bind the land in perpetuity.
- 6. <u>Amendment</u>. This Covenant may be amended only by an instrument recorded in the records of the County executed by the Town and the then-Owner of a Unit; provided, however, the Town reserves the right to unilaterally amend this Covenant without the approval or consent of any Owner, Mortgagee, or any other person or entity for the purpose of (a) making non-material changes (such as for correction of technical, typographical, or clerical errors), or for clarification of a statement; or (b) without regard to (a), if such amendment lessens the ownership, use, sales and lease restrictions placed upon the Owners as provided herein. The Town may unilaterally execute and record such amendments at any time.
- 7. <u>No Third Party Beneficiaries</u>. This Covenant is made and entered into for the protection and benefit of the Town and the Owner. Except as otherwise specifically provided for herein, no other person, persons, entity or entities, including without limitation prospective buyers of a Unit, shall have any right of action with respect to this Covenant or right to claim any right or benefit from the terms provided in this Covenant or be deemed a third party beneficiary of this Covenant.
- 8. <u>Non-Liability</u>. The Town and its respective employees, members, officers and agents shall not be liable to any Owner or third party by virtue of the exercise of the rights of the Town or the performance of their obligations under this Covenant. The parties understand and agree that they are relying on, and do not waive or intend to waive by any provision of this Covenant, the monetary limitations or any other rights, immunities or protections afforded by the Governmental Immunity Act, CRS §§ 24-10-101, et seq., as

they may be amended, or any other limitation, right, immunity or protection otherwise available to the parties.

- 9. <u>Exhibits</u>. All exhibits attached hereto are incorporated herein and by this reference made part hereof.
- 10. <u>Gender and Number</u>. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and use of the singular shall include the plural and vice versa.
- 11. <u>Personal Liability</u>. Each Owner shall be personally liable for any of the transactions contemplated herein, jointly and severally with his or her co-owners.
- 12. <u>Further Actions</u>. The Owner and Owner's successors and assigns agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any agreement or document relating hereto or entered into in connection herewith.
- 13. <u>Notices</u>. Any notice, consent or approval which is required or permitted to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the party as long as prior written notice of the change of address has been given to the other parties to this Covenant. Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To the Town of Keystone:	1628 Saints John Rd Keystone, CO 80435
To the Developer:	624 Montezuma Rd, LLC 2700 South Broadway, Suite 200 Englewood, CO 80113
Choice of Law, This Covenant on	d analy and avary related documents

14. <u>Choice of Law</u>. This Covenant and each and every related document shall be governed and constructed in accordance with the laws of the State of Colorado.

- 15. <u>Successors</u>. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties.
- 16. <u>Headings</u>. Article and Section headings within this Covenant are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
- 17. <u>Signatures</u>. Signatures to this Covenant may be in counterparts and by facsimile or scanned emailed document.

[Separate signature and Approval and Acceptance pages follow]

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has set its hand unto this Covenant this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024.

#### DEVELOPER:

624 Montezuma Rd., LLC

A Colorado limited liability company

By:	
Name:	
Title: Authorized Representative	

STATE OF COLORADO ) ) ss COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of

Witness my hand and official seal.

My Commission Expires:

Notary Public

## APPROVAL AND ACCEPTANCE

Town of Keystone

By:\_\_\_\_\_

John Crone, Town Manager

STATE OF COLORADO ) ) ss COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me as of the \_\_\_\_\_ day of \_\_\_\_\_2024, by John Crone as Town Manager.

Witness my hand and official seal.

My Commission Expires:

Notary Public

EXHIBIT A

Property

# EXHIBIT B

# **HUD GUIDELINES**

## TOWN OF KEYSTONE Summit County, Colorado

#### **RESOLUTION 2024-P-01**

#### A RESOLUTION APPROVING TOK24-002, Class 4 Site Plan Review for Camber Townhomes a 14-unit townhome (12 market rate units and 2 deed restricted units) project on 1.007acres, zoned Ski Tip West PUD, Craig Parcel, Tract F, Ski Tip West PUD

WHEREAS, Arapahoe Architects (aka Bobby Craig) has applied for a Class 4 Site Plan Review for Camber Townhomes a 14-unit townhome (12 market rate units and 2 deed restricted units) project on 1.007acres, zoned Ski Tip West PUD, Craig Parcel, Tract F, Ski Tip West PUD; and,

WHEREAS, the Town of Keystone Community Development Department has reviewed the application and recommended approval to the Town Planning and Zoning Commission; and

WHEREAS, Town Planning and Zoning Commission has reviewed the request at a public meeting held on June 27, 2024, and considered the evidence and testimony presented at the meeting; and,

WHEREAS, the Town Planning and Zoning Commission finds as follows:

- 1. The application complies with Town Zoning Regulations, including but not limited to use regulations, any applicable PUD requirements, design standards and other development regulations and standards.
- 2. The application complies with Town Road & Bridge standards.
- 3. The application complies with Subdivision Regulations.
- 4. The application complies with any previous plans approved for the site still in effect.
- 5. The application complies with any conditions imposed on development of the site through previous approvals.

Now, Therefore, be it Resolved by the Town Planning and Zoning Commission of the Town of Keystone, Colorado, that: a Class 4 Site Plan Review for Camber Townhomes a 14-unit townhome (12 market rate units and 2 deed restricted units) project on 1.007acres, zoned Ski Tip West PUD, Craig Parcel, Tract F, Ski Tip West PUD

**Section 1.** A is hereby approved subject to the following conditions:

1. Prior to the issuance of any building permits, the public use area fee in the amount of \$18,000 shall be paid.

Town of Keystone Resolution No. 2024-P-01 Page 2

- 2. Both setback and height Improvement Location Certificates (ILC's shall be submitted and approved prior to the placement of foundation walls and framing inspections respectively.
- 3. Prior to the issuance of any building permits, a Restrictive Covenant for the two employee restricted units shall be reviewed and approved by both the Town Manager and the Town Attorney.
- 4. All proposed trash containers shall be bear proof.
- 5. Prior to the issuance of a Certificate of Occupancy, the two deed restrictive covenants shall be executed and recorded to the satisfaction of the Town.

Effective Date. This Resolution shall take effect upon its approval by Section 2. the Town Planning and Zoning Commission.

ADOPTED by a vote of \_\_\_\_\_in favor and \_\_\_against, this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024.

By: \_\_\_\_\_\_, Chairperson

ATTEST:

Approved as to Form:

By: \_\_\_\_\_ Town Clerk

By: \_\_\_\_\_ Town Attorney