



Town Council
ON-LINE MEETING
AMENDED AGENDA

Tuesday, September 22, 2020

*This agenda and the meetings can be viewed at www.Townofeagle.org.
Times listed are approximate and are subject to change.*

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. [ACCESS THE ON-LINE MEETING HERE](#)

Please note: All participants are automatically muted. In order to be called upon and unmuted you will need to use the "raise hand."

All votes will be by roll call. When it's your turn to speak, the moderator will unmute your line and you will have two (2) minutes for public comment.

PUBLIC COMMENTS: If you are unable to attend, public comments regarding any items on this agenda can be submitted to [Jenny Rakow, Town Clerk](#) and will be included as part of the record.

For technical difficulties please email bill.shrum@townofeagle.org and we will do our best to assist you.

CALL TO ORDER - 6:00 PM

ROLL CALL - 6:05 PM

ADOPTION OF AGENDA - 6:05 PM *Opportunity for amendment or deletions to the agenda.*

MOMENT OF SILENCE

PUBLIC COMMENT - 6:05 PM *Citizens are invited to comment on any item not on the Agenda subject to a public hearing. Please limit your comments to three (3) minutes per person per topic unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to sign in.*

PRESENTATIONS - 6:10 PM *Presentations are limited to 5 minutes. Invited presentations are limited to 10 minutes if prior arrangements are made with the Town Clerk.*

1. Lower Basin Water Treatment Plant Update Presentation

CONSENT AGENDA - 6:20 PM *Consent agenda items are routine Town business, items which have received clear direction previously from the council, final land use file documents after the public hearing has been closed, or which do not require council deliberation. (5 Minutes)*

1. Minutes - September 8, 2020
2. CIRSA - 2021 CIRSA Property/Casualty Preliminary Contribution Quotation
3. Energy Impact Grant Scope of Work Amendment, Town of Eagle Fiber Extension and Meet-Me Center
4. Resolution 62, Series 2020, "A Resolution of the Town of Eagle Extending the Declared Local Disaster Emergency"
5. Resolution 65, Series 2020, "A Resolution of Town Council of the Town of Eagle, Colorado, Authorizing Release of Funds in Escrow Due to Completion of Public Improvements (Haymeadow)"

STAFF REPORTS - 6:25 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update

BUSINESS ITEMS - 6:30 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. Resolution 61, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing ____ and ____ to Fill Vacancies on the Town of Eagle Planning and Zoning Commission"
2. Mountain Recreation: Haymaker Trailhead Improvements Draft Phasing Plan, Janet Bartnik
3. QUASI JUDICIAL HEARING/PUBLIC HEARING: Land Use File AN18-01 Hockett Gulch Annexation Agreement
 - a. Resolution 69, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Assignment and Assumption of Annexation Agreement Between BCP-Eagle I, LLC, Epoch GCH Hockett Gulch Holdings LLC and the Town of Eagle"
4. QUASI JUDICIAL HEARING/PUBLIC HEARING: Land Use File Number AN17-01 Red Mountain Ranch Annexation
 - a. Resolution 68, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Making Certain Findings of Fact Regarding the Proposed Annexation of Real Property Located in Unincorporated Eagle County (Red Mountain Ranch)"
 - b. Ordinance 22, Series 2020, "An Ordinance of the Town Council of the Town of Eagle, Colorado Annexing to the Town Certain Unincorporated Territory Located in Eagle County, Zoning the Property Planned Unit Development, Approving the Associated Final Plat, and Approving the Associated Annexation and Development Agreement Creating Vested Property Rights (Red Mountain Ranch)"
5. Town of Eagle Downtown Development Authority Ballot Request and Affidavit for Designation of Voting Representative
6. Resolution 66, Series 2020, "A Resolution of Town Council of the Town of Eagle, Colorado Consenting to Provide Extraterritorial Wastewater Collection Services by Contract to Property Located at 1819 Brush Creek Road, Eagle County, Colorado"

7. Resolution No. 70, Series 2020, A Resolution of the Town Council of the Town of Eagle, Colorado, Directing the Town's Officers and Staff to Undertake Certain Actions Toward the Construction and Financing of a Broadband System, to be Owned and Operated by the Town Through a TABOR Enterprise"

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 9:00 PM

1. Council Committee Updates
2. Town Council ballot support for Gallagher and Downtown Development Authority

ADJOURN - 9:15 PM

I hereby certify that the above Notice of Meeting was posted by me in the designated location at least 24 hours prior to said meeting.



Jenny Rakow, CMC
Town Clerk

PUBLIC WIFI - TOEG – townofeagle2019

Lower Basin Water Treatment Plant Budget Review

*Town Council Update
September 22, 2020*

Warren Swanson, PE – President, SGM

warrens@sgm-inc.com

970-384-9051

Budget Discussion Outline

- Construction Contract
 - Current Contract Amounts & Expenditures
- Engineering Services Contract
 - Current Contract Amounts & Expenditures
- Overall Project Forecast
 - Current Total Budget Forecast vs. Previous Forecasts

Construction Contract & Expenditures

Current MWHC Construction Contract Status

Orig. Contract Amount	\$ 22,938,752	
Executed COs To-Date	\$ 1,349,646	*
Current Contract Amount	\$ 24,288,398	
Total Invoiced for Work thru 8/31	\$ 19,075,086	
Total Invoiced/Current Contract		79%

*** Approx. \$660K (49%) of Total COs to-date is for sewer upgrade, generator upgrade & fire suppression**

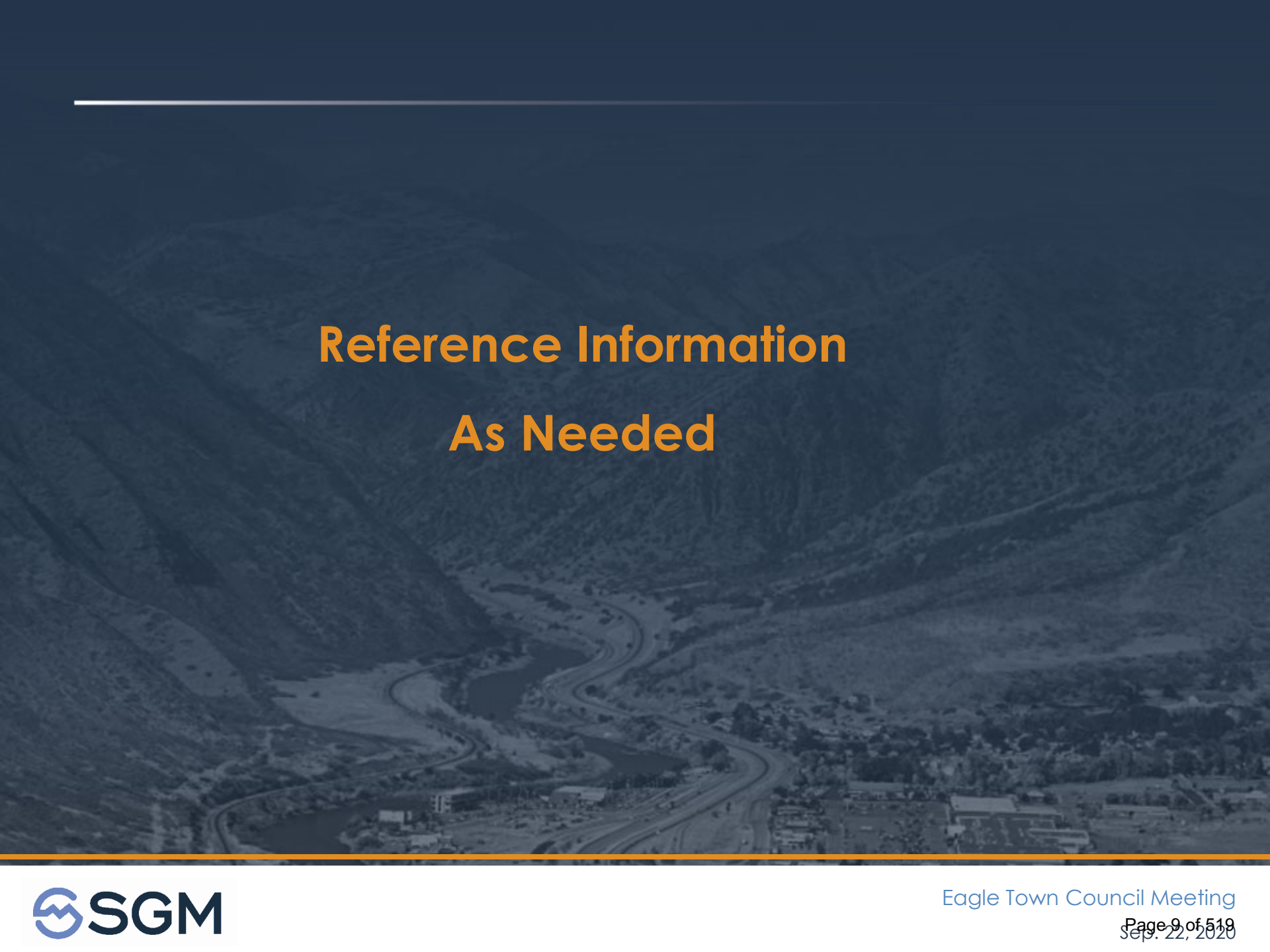
Engineering Contract & Expenditures

Current SGM Engineering Contract Status	
Orig. Contract Amount	\$ 1,380,147
Executed COs To-Date	\$ 48,272
Current Contract Amount	\$ 1,428,419
Total Invoiced for Work thru 8/15	\$ 1,164,095
Total Invoiced/Current Contract	81%

*** A contract amendment will be needed for additional costs associated with extended construction schedule**

Overall Project Budget Summary

- See Separate Table for Details
- Forecasted Range at Completion (\$27.2M to \$27.5M) is:
 - Approx. \$180,000 Less to \$170,000 More than Total Forecasted in Oct. 2017
(Start of CMAR Pre-Const. Services; Prelim GMP time)
 - Approx. \$465,000 to \$815,000 More than Total Forecasted in Apr. 2018 (Final Construction GMP time)
 - Approx. \$500,000 to \$800,000 Less than Amount Used for Water Rate Study and SRF Loan Application



Reference Information As Needed

Original Construction Contract Amounts

	Original Contract Amounts
<u>Item</u>	
Cost of Work	\$ 20,904,201
Allowances*	\$ 698,946
Contractor's Fee	\$ 1,335,605
Total Contract (GMP)	\$ 22,938,752
<u>*Allowances</u>	
Dewatering	\$ 498,946
Office Furniture	\$ 40,000
Laboratory Equipment	\$ 75,000
Startup Chemicals	\$ 45,000
Earthwork	\$ 40,000

(Subject to 75%/25% savings sharing)

(No savings sharing applies)

(Excludes \$486K Rebar Pre-Purchase)

(ear-marked construction contingency)

(Owner discretion item)

(Owner discretion item)

(Owner discretion item)

(ear-marked construction contingency)

Overall Project Budget Summary

Construction Contract Expenditures Projection	
Original Total Construction Contract Value	\$ 22,938,752
Executed Change Orders, to-date	\$ 1,349,646
Current Construction Contract Value	\$ 24,288,398
Projected Additional Costs/Savings	
Proposed COs (PCOs) Recommended for Approval	\$ 126,649
PCOs in Review by SGM - Estimate	\$ 231,000
PCOs Being Quoted by MWHC - Estimate	\$ (37,700)
Future PCOs - Estimate	\$ 8,114
<i>Subtotal - Itemized Estimated Add'l CO Amounts</i>	<i>\$ 328,063</i>
Likely Unspent Dewatering Allowance Savings	\$ (375,000)
Likely Unspent Lab Equipment Allowance Savings	\$ (30,000)
Unspent CO No. 1 Sewer Bypass Pumping Allowance Savings	\$ (18,216)
Likely Unspent Furniture Equipment Allowance Savings	\$ (10,000)
Dewatering Allowance Budget Repurposed for Extended GCs	\$ 200,000
Contingency - Unknown Potential Future Changes	\$ 175,000
<i>Subtotal of All Projected Potential Add'l Changes</i>	<i>\$ 269,847</i>
<i>Subtotal of All Changes, Executed and Projected/Potential</i>	<i>\$ 1,619,493</i>
Projected Construction Contract Expenditures at Completion	\$ 24,558,245

4.2% w/o Sewer,
Generator & Fire
Suppression

Overall Project Budget Summary

Construction Contract Expenditures Projection	High End Estimate
Original Total Construction Contract Value	\$ 22,938,752
Executed Change Orders, to-date	\$ 1,349,646
Current Construction Contract Value	\$ 24,288,398
Projected Additional Costs/Savings	
Proposed COs (PCOs) Recommended for Approval	\$ 126,649
PCOs in Review by SGM - Estimate	\$ 581,815
PCOs Being Quoted by MWHC - Estimate	\$ (37,700)
Future PCOs - Estimate	\$ 8,114
<i>Subtotal - Itemized Estimated Add'l CO Amounts</i>	<i>\$ 678,878</i>
Likely Unspent Dewatering Allowance Savings	\$ (375,000)
Likely Unspent Lab Equipment Allowance Savings	\$ (30,000)
Unspent CO No. 1 Sewer Bypass Pumping Allowance Savings	\$ (18,216)
Likely Unspent Furniture Equipment Allowance Savings	\$ (10,000)
Dewatering Allowance Budget Repurposed for Extended GCs	\$ 200,000
Contingency - Unknown Potential Future Changes	\$ 175,000
<i>Subtotal of All Projected Potential Add'l Changes</i>	<i>\$ 620,662</i>
<i>Subtotal of All Changes, Executed and Projected/Potential</i>	<i>\$ 1,970,308</i>
Projected Construction Contract Expenditures at Completion	\$ 24,909,060

**\$350K
more than
low-end
estimate**

Engineering Services During Construction

Original Contract	\$ 1,386,016
Change Orders To-Date	\$ 48,272
Current Contract Amount	\$ 1,434,288
Pending CO for Arc Flash Study	\$ 11,300
Estimated Cost for 7.5 Add'l Months	\$ 245,250
Projected at Completion with Add'l 7.5 Months	\$ 1,690,838

\$32.7K/month, estimated

7% as Compared to Current
Construction Contract Amount

Town of Eagle LBWTP Project Status and Schedule Update

September 22, 2020

Michael Haarmann
Tyler Hendrix



Agenda

1. Project Schedule Update
2. Water Treatment Building Photos
3. Site/Electrical Photos
4. Drying Bed photos
5. Upcoming Work
6. Q/A



Project Schedule Update

Update Since Board Presentation in June:

- TPO Roof Installation 100% Complete
- Main Power Switchover coordinated with Holy Cross and completed.
- Man Doors, Overhead Doors, Windows Installed.
- Lagoon Work
- Mechanical, Electrical, Process Mechanical all continuing work Onsite



Building as
of
September
14th



Water Treatment Building Photos



Water Treatment Building Photos





Water Treatment Building Photos



Site/Electrical





Drying Beds



Upcoming Work

Upcoming Work Schedule:

- Electrical Work: Final Control Panel Installation, Continue Pulling and Terminating Wire, Conduit Installation.
- Process Mechanical Installation: Pipe Testing, Chemical Piping, Air Piping
- Site Work: Continue on Lagoon Liners, Complete Yard Piping, Final Site grading begins



Questions and Answers



Thanks for
your time.





MEETING MINUTES

Town Council

Tuesday, September 8, 2020

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MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. [ACCESS THE ON-LINE MEETING HERE](#)

CALL TO ORDER

Mayor Turnipseed called the meeting to order at 6:03 p.m.

ROLL CALL

COUNCIL MEMBERS PRESENT

Matt Solomon, Andy Jessen, Mikel Kerst, Scott
Turnipseed, Ellen Bodenhemier, Adam Palmer, David
Gaboury

COUNCIL MEMBERS ABSENT

None

STAFF PRESENT

Brandy Reitter, Town Manager
Matt Mire, Town Attorney
Bill Shrum, Assistant to the Town Manager
Jenny Rakow, Town Clerk
Jill Kane, Finance Director/Treasurer
Chad Phillips, Comm Dev Director/Town Planner
Byron McGinnis, Public Works Director
Joey Stauffer, Police Chief
Lynette Horan, Human Resources Manager

ADOPTION OF AGENDA

Mayor Turnipseed noted amendment to agenda will include postponing Resolution 61-2020 until September 22, 2020 meeting and removing the Executive Session for Red Mountain Ranch Annexation.

MOTION: Mayor Scott Turnipseed motioned to adopt the amended agenda as stated. The motion was seconded and passed with a vote of 7 in favor and 0 opposed.

PUBLIC COMMENT

Public Comment - David Merritt President of the Colorado Water Conservation District asked for support for the mil levy increase on the ballot for the River District. Request was for Council to consider a Resolution in support of this measure.

Council Comments: Discussion on policy on supporting measures that are not directly related to Eagle community. Council agreed to consider this Resolution at an upcoming meeting.

PRESENTATIONS

1. Lifesaving Award, Eagle Police – Chief Stauffer presented Officer Dominick Scriver with a Lifesaving Award.

2. Comcast Presentation, Andy Davis

Andy Davis provided an update to the Council on Comcast's construction work in the Town of Eagle.

CONSENT AGENDA

MOTION: Council Member David Gaboury motioned to approve the Consent Agenda. The motion was seconded and passed with a vote of 7 in favor and 0 opposed.

1. Minutes - August 25, 2020
2. Bill Pay - August 2020
3. Resolution 60, Series 2020, "A Resolution of the Town of Eagle Extending the Declared Local Disaster Emergency"
4. Resolution 53, Series 2020, "A Resolution Approving an Intergovernmental Agreement Between Eagle County and the Town of Eagle for the Collection of Sales Taxes on the Sale of Cigarettes and Tobacco Products"

STAFF REPORTS

1. Town Manager Update
Brandy Reitter thanked public works, police special events for their work on the Eagle Outside Festival this past weekend.
2. Department Update
Council Comments: clarification on Council pay reflected in the budget.
3. Lower Basin Water Treatment Plant

BUSINESS ITEMS

1. Resolution 61, Series 2020 "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing ____ and ____ to Fill Vacancies on the Town of Eagle Planning and Zoning Commission"

(This item was removed from the Agenda by amendment.)
2. Ordinance 20, Series 2020, "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Chapter 13.18 of the Eagle Municipal Code, to Provide for Increased Management of Public Rights-Of-Way"
Bill Shrum presented this item.

Council Comments: Discussion on differences between encroachment and shallow utilities. Discussion on budget used for conduit.

MOTION: Council Member Matt Solomon motioned to Approve Ordinance 20, Series 2020, "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Chapter 13.18 of the Eagle Municipal Code, to Provide for Increased Management of Public Rights-Of-Way". The motion was seconded and passed with a vote of 7 in favor and 0 opposed.

3. Resolution 58, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Adopting the Strategic Plan that Establishes the Guiding Principles and Priorities of the Town of Eagle, Colorado"

Council Comments: Request to change order of major objectives and goals.

MOTION: Council Member Andy Jessen motioned to Approve Resolution 58, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Adopting the Strategic Plan that Establishes the Guiding Principles and Priorities of the Town of Eagle, Colorado".

Council Member Jessen amended the motion to include approval of the Council requested changes to the strategic plan.

The amended motion was seconded and passed with a vote of 7 in favor and 0 opposed.

4. Resolution No. 59, Series 2020, "A Reimbursement Resolution of the Town Council, of the Town of Eagle, Colorado to Comply with the Reimbursement Regulations"

MOTION: Council Member Andy Jessen motioned to Approve Resolution No. 59, Series 2020, "A Reimbursement Resolution of the Town Council, of the Town of Eagle, Colorado to Comply with the Reimbursement Regulations". The motion was seconded and passed with a vote of 7 in favor and 0 opposed.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

1. LERP Sub-Committee Discussion

Council Comments: staff will prepare objectives for IGA renewal due next year.

2. Council Committee Updates

Council Member Bodenheimier updated the Council on Open Space & Recreation Advisory Committee applicants. A reminder that these meetings will be posted and open to the public to attend.

Council Member Gaboury updated Council on Vail Valley Partnership meeting he attended regarding forest service land and impacts on Eagle County.

Council Member Solomon requested future agenda items to include recycling plastic bags and review Trex Decking program turning them into park benches. Request for further discussion on PRV and hydro generators and annexation of the fairground's property.

Council Member Jessen stated he would include the Trex program with discussion with the Climate Action Collaborative. Requested additional communication on Capitol Street detour to encourage use of Eagle Ranch Road as an alternate.

Brandy Reitter confirmed that her monthly manager report will include all Council related items she is tracking.

Mayor Turnipseed discussed in person meetings going forward. Discussion on land use files being held virtually and legal requirements to conduct them. Brandy Reitter provided that the meeting would not be a hybrid, only in person and not a combination of both.

EXECUTIVE SESSION

EXECUTIVE SESSION: Executive Session pursuant to C.R.S. sections 24-6-402(4)(b) and (e) to receive legal advice

1. on specific legal questions, and to develop a strategy and instruct negotiators regarding Red Mountain Ranch annexation agreement. *(This item was removed from the Agenda by amendment.)*

ADJOURN

MOTION: Council Member Matt Solomon motioned to Adjourn. The motion was seconded and passed with a vote of 7 in favor and 0 opposed.

Approved:

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk



To: Mayor and Town Council

From: Jill Kane, Finance Director

Date: September 22, 2020

Agenda Item: 2021 CIRSA Property/Casualty Preliminary Contribution Quotation

REQUEST: Staff is requesting the Town Council review and approve the 2021 Property/Casualty (P/C) Preliminary Contribution Quotation From CIRSA.

BACKGROUND: Annually CIRSA submits an estimated quote for the Town's P/C insurance coverage. The quote must be accepted by the Town by October 1, 2020. The estimate for 2021 is \$204,884, with our current deductibles:

Liability	Auto Liability	Auto Physical Damage	Property
\$2,500	\$2,500	\$5,000	\$25,000

ANALYSIS: CIRSA provides a preliminary quote for the Town's P/C insurance coverage valuation for the following year based on several factors:

1. Performance of the Town throughout 2020 – the Town has a \$4,770 impact to our premium based on our loss experience
2. Increases or decreases in number of assets or changes the valuation of those assets
3. What is going on in the industry – In the letter attached, CIRSA has noted unfavorable issues including the legal climate confronting law enforcement, catastrophic losses to property in Colorado, and potential COVID-19 related issues

Each year the estimated quote may be reduced by the amount of loss control credits available to the Town. This year our loss control credit is \$2,730, which will bring the Town's quote down to \$202,154. This is an increase of \$3,338 from the 2020 premium amount of \$198,816.

YEAR	CIRSA Quote with Available Credits
2020	\$ 198,816
2021	\$ 202,154
INCREASE	\$ 3,338

Loss control standards are used to encourage CIRSA members to establish and implement risk management and safety programs to prevent accidents and related losses. Each year CIRSA audits our loss control standards and if the Town is over 80% compliant, we receive credits that can be used toward our annual premiums.

The Town requested a quote for alternative deductibles.

Alternative Deductibles

Liability	Auto Liability	Auto Physical Damage	Property	Revised Quote (Before Credits)
\$1,000	\$1,000	\$1,000	\$10,000	\$214,517.35
\$1,000	\$1,000	\$1,000	\$25,000	\$210,569.09
\$1,000	\$5,000	\$5,000	\$10,000	\$210,890.93
\$1,000	\$500	\$500	\$5,000	\$217,817.02
\$2,500	\$2,500	\$2,500	\$10,000	\$209,854.71
\$2,500	\$5,000	\$5,000	\$25,000	\$204,365.58
\$5,000	\$5,000	\$5,000	\$10,000	\$205,141.13
\$5,000	\$5,000	\$5,000	\$25,000	\$201,192.87

Staff Recommendation: In reviewing the deductible analysis (attached) from CIRSA (based on a three-year claim history), there was not a significant cost or savings by modifying deductible amounts. Thus, staff is recommending moving forward with the 2021 quote with the Town's current deductibles.

COMMUNITY INPUT: There has been no public input on this matter.

BUDGET / STAFF IMPACT: There will be an increase of \$3,338 to our budget year over year. The Town will be billed for this payment on January 1, 2021. There will be no staff impact.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: This agenda item does not achieve any stated major objective; however, the Town must carry P/C coverage as required by law.

Guiding Principles achieved - Appropriate Investment and Sustainable Finances: It is our responsibility to ensure that we make an appropriate investment in our P/C insurance coverage to protect the Town's assets and personnel.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to **approve** or **deny** the 2021 property/casualty preliminary contribution quotation from CIRSA with the current deductibles and to utilize the 2020 loss control credit toward the 2021 contribution.

ATTACHMENTS:

- 2021 Property/Casualty Preliminary Contribution Quotation/Letter/2021 Services
- 2021 CIRSA deductible analysis

August 31, 2020

Jill Kane, Finance Director
Town of Eagle
P.O. Box 609
Eagle, CO 81631

RE: 2021 Property/Casualty Preliminary Contribution Quotation

Dear Jill:

Enclosed is the preliminary quotation for your 2021 contribution to the CIRSA Property/Casualty Pool.

As we have previously advised you, the excess/reinsurance market continues to be unfavorable in Colorado and elsewhere. Your quotation reflects these unfavorable conditions.

The legal climate confronting law enforcement has continued to hit municipalities in Colorado and elsewhere, affecting the liability market. Law enforcement claims in Colorado and elsewhere, as well as the recent legislation affecting liability exposures, have dramatically increased the cost of liability coverage for 2021. Reinsurers are concerned about public officials' liability claims as well. We are hearing of instances where insurers are leaving the public entity market altogether.

On the property side, wind and hail losses this year have been less than recent years. However, Colorado continues to be classified as a "cat" state, one where catastrophic losses are likely. The property market continues to raise deductibles and dramatically increase the cost of insurance.

The COVID-19 pandemic has resulted in stricter communicable disease exclusions becoming universal in property policies. And, although we have not seen any significant COVID-19-related liability claims among our membership, we can expect that reinsurers will include communicable disease exclusions in liability policies as well.

In summary, whether individually insured or as part of a pool, municipalities and other insurance consumers are all facing a hard market for property and liability insurance. A significant portion of your 2021 quotation reflects these conditions.

Despite these market conditions, CIRSA remains committed to keeping each member's cost of risk as low as possible. One of the benefits of pooling is that those members with substantial member equity will experience less of an impact from these rate increases than newer members, who have less equity in the pool.

Whether you are a long-time or newer member, now is a good time to look at your chosen property and liability deductibles. Many of our members have greatly expanded their budgets and operating expenditures over the past several years, but have not increased their chosen deductibles accordingly. We can run a deductible analysis for you and help you identify additional deductible options that are more in line with your financial capacity.

Of course, being a member of a pool offers you significant benefits that are not available elsewhere. CIRSA will continue to offer you the very best in risk management services specifically tailored to



your needs. Please see the attached brochure for a summary of those services.

The attached quotation sheet provides a preliminary quotation. Final invoices, e-mailed on January 1, 2021, will be adjusted for any changes made to your 2021 renewal application. Moreover, quoted contributions may also change if CIRSA membership changes significantly for 2021 and/or actual excess insurance premiums are not adequately funded by the budget established within your rate.

The attached quotation sheet provides information on your 2021 contribution, the amount of any Loss Control Credits available to your entity, and optional payment plans. In addition, a general description of the types and monetary limits of the proposed coverages to be provided to 2021 CIRSA Property/Casualty members is attached.

The acceptance form must be completed and returned to CIRSA by **Thursday, October 1, 2020**. When completing your form, please make sure to:

- Initial next to your entity's desired deductible option for 2021
- Write the amount of any available Loss Control Credits you wish to use in the appropriate section of the *Loss Control Credits* table on the quotation sheet
- Indicate which payment option you would like for 2021 on the quotation sheet
- Return the signature page signed by an authorized signer

Please note that if you have requested quotations for any of the Optional Coverage Programs including Equipment Breakdown, Excess Crime, Excess Cyber (Data Privacy and Network Security), Community Service Workers' Accident Medical Plan, Sports Accident Medical Plan, Occupational Accidental Death and Dismemberment Plan, Volunteer Accident Medical Plan, No-Fault Water Line Rupture and/or Sewer Back-Up coverage, Property Damage Caused by Member's Operation of Mobile Equipment coverage, or Detainee Medical coverage, they are not included in this mailing. The majority of the carriers that provide coverage for each program are unable to provide quotes until later this year. We anticipate that quotations for these optional coverages will be mailed to members in October.

If you have any questions about your renewal quote, please don't hesitate to contact us. Courtney Fagan, Strategy and Member Engagement Manager, is available to offer any further explanation of your quote that you may require. Courtney can be reached at (720) 728-1304 or courtneyf@cirsas.org. We are also available to give presentations to your governing body upon request.

Thank you for the opportunity to serve you. We look forward to continuing our relationship with you in 2021.

Sincerely,



Tami A. Tanoue
Executive Director

enc.





CIRSA Property/Casualty Pool
Preliminary 2021 Contribution Quotation
Town of Eagle

Current Deductibles:

Liability	Auto Liability	Auto Physical Damage	Property
\$2,500	\$2,500	\$5,000	\$25,000

Description	Amount
Contribution Before Reserve and Loss Experience	\$200,113.99
Reserve Refund Contribution	\$0.00
Impact of Loss Experience	\$4,769.58
Total 2021 Preliminary Quotation before Credits	\$204,883.57

To Renew with Current Deductibles

Initial Here: _____

Loss Control Credits

Description	Amount	Credit Options – You must write in the amount that you wish to use. Amount may be split between available options.		
		Credit PC Contribution	Deposit/Leave in Account	Send Check
2020 Loss Control Audit Credit	(\$2,730.00)			
Balance Remaining from Prior Years' LC Credits	(\$0.00)			
Total Preliminary Quotation at Current Deductible with all Available Credits	\$202,153.57			

Alternative Deductibles

Liability	Auto Liability	Auto Physical Damage	Property	Revised Quote (Before Credits)	To Accept New Deductible Option – Initial Here (Choose Only one)
\$1,000	\$1,000	\$1,000	\$10,000	\$214,517.35	
\$1,000	\$1,000	\$1,000	\$25,000	\$210,569.09	
\$1,000	\$5,000	\$5,000	\$10,000	\$210,890.93	
\$1,000	\$500	\$500	\$5,000	\$217,817.02	
\$2,500	\$2,500	\$2,500	\$10,000	\$209,854.71	
\$2,500	\$5,000	\$5,000	\$25,000	\$204,365.58	
\$5,000	\$5,000	\$5,000	\$10,000	\$205,141.13	
\$5,000	\$5,000	\$5,000	\$25,000	\$201,192.87	

***Contact Linda Black, CFO at (720) 605-5440 or lindab@cirsa.org if you are interested in other options.**

Billing Options (Please indicate which option you choose)

☐ Annual Billing on January 1, 2021	☐ Quarterly Billing January 1, April 1, July 1, and October 1, 2021
--	--

Preliminary 2021 Contribution Quotation Continued

This preliminary quotation includes all exposures reported on your entity's 2021 Property/Casualty Renewal Application and any Application Amendment Requests received by CIRSA before August 14, 2020.

* Regarding the Liability Deductible shown on page 1, a \$500 deductible quotation is offered to members, if requested, for general liability. However, police professional and public officials errors and omissions deductibles cannot go below \$1,000.

** Regarding the Property Deductible shown on page 1, an additional property deductible will apply separately to each location in a National Flood Insurance Program (NFIP) Zone A if total building and contents values at that location are in excess of \$1,000,000. The deductible will be the maximum limit of coverage which could have been purchased through NFIP, whether it is purchased or not.

Based upon the selections made in your 2021 Property/Casualty Renewal Application, the Town of Eagle has elected to participate in Uninsured/Underinsured Motorist Coverage.

If this is incorrect, or you wish to change your selection at this time, please contact your Underwriting Representative at (800) 228-7136 or (303) 757-5475.

The undersigned is authorized to accept this preliminary quotation on behalf of the Town of Eagle.

We accept this preliminary quotation for January 1, 2021 to January 1, 2022. We understand our final invoice may increase or decrease depending upon the number of CIRSA Property/Casualty members for 2021, actual excess insurance premiums, and any changes made to our 2021 renewal application.

Signature: _____ Date: _____

Title: _____

Signature must be that of the Mayor, Manager, Clerk or equivalent (such as President of a Special District.)

Both pages of this form must be returned by Thursday, October 1, 2020. A mailed, faxed or e-mailed copy is acceptable. Please return to:

Monique Ferguson, Underwriting Administrative Assistant
3665 Cherry Creek North Drive
Denver, CO 80209
Fax: (303) 757-8950 or (800) 850-8950
E-Mail: MoniqueF@cirsa.org

PROPOSED 2021 PROPERTY/CASUALTY COVERAGES

The types and monetary limits of the proposed coverages to be provided to CIRSA Property/Casualty members for the coverage period of January 1, 2021 to January 1, 2022 are generally described below. The scope, terms, conditions, and limitations of the coverages are governed by the applicable excess and/or reinsurance policies, the CIRSA Bylaws and Intergovernmental Agreement, and other applicable documents.

I. TYPES OF COVERAGES (subject to the limit on CIRSA's liability as described in Section II below):

- A. Property coverage (including auto physical damage and public relations expense and privacy breach expense)
- B. Liability coverage:
 - 1. General liability
 - 2. Automobile liability
 - 3. Law enforcement liability
 - 4. Public officials errors and omissions liability
 - 5. Cyber (security and privacy breach liability)
- C. Crime coverage (including employee dishonesty and theft of money and securities)

II. CIRSA RETENTIONS, LOSS FUNDS, AGGREGATE LIMITS, AND MEMBER DEDUCTIBLES:

For the coverages described in Section I, CIRSA is liable only for payment of the applicable self-insured retentions and only to a total annual aggregate amount for CIRSA members as a whole of the amount of the applicable CIRSA loss fund for the coverage period. There is no aggregate excess coverage over any loss fund.

Coverages in excess of CIRSA's self-insured retentions are provided only by the applicable excess insurers and/or reinsurers in applicable excess and/or reinsurance policies, and shall be payable only by those excess insurers and/or reinsurers. The limits of coverage provided by the excess insurers and/or reinsurers for the coverage period shall be described in the coverage documents issued to the members. Aggregate and other limits shall apply as provided in said documents.

A. CIRSA PROPOSED SELF-INSURED RETENTIONS FOR THE COVERAGE PERIOD:

- 1. \$1,000,000 per claim/occurrence property*
- 2. \$100,000 per claim/annual aggregate public relations expense and privacy breach expense
- 3. \$1,000,000 per claim/occurrence liability
- 4. \$1,000,000 each and every claim public officials liability
- 5. \$500,000 per claim/annual aggregate cyber (security and privacy breach liability)
- 6. \$150,000 per claim/occurrence crime

*Subject further to CIRSA retention of first \$5,000,000 each and every hail/wind loss and/or occurrence

B. CIRSA LOSS FUND AMOUNTS FOR THE COVERAGE PERIOD:

Loss fund amounts are as adopted or amended from time to time by the CIRSA Board of Directors based on the members in the Property/Casualty Pool for the year and investment earnings on those amounts. Information on the current loss fund amounts is available from CIRSA's Finance Department.

C. PROPOSED EXCESS INSURANCE LIMITS FOR THE COVERAGE PERIOD:

1. Excess property: to \$500 million each claim/occurrence
2. Excess liability: to \$10 million each claim/occurrence; \$5 million excess auto liability; \$10 million annual aggregate for public officials errors and omission liability
3. Excess crime (optional): to \$5 million per claim/occurrence

D. MEMBER DEDUCTIBLES:

A member-selected deductible shall apply to each of the member's claims/occurrences. Payment of the deductible reduces the amount otherwise payable under the applicable CIRSA retention. Allocated loss adjustment expenses are included in the member deductible.

EXPLANATION OF CREDITS AVAILABLE AND ACCEPTANCE OR WITHDRAW PROCEDURES

LOSS CONTROL AUDIT SCORE CREDIT

CIRSA members who received a Loss Control Audit Score of 80 or higher in 2020, and renew their membership in 2021, are eligible for a Loss Control Audit Score Credit. This credit is offered to all members that take an active role in preventing or reducing their losses by complying with the CIRSA Loss Control Standards.

If you did not receive a credit for 2021 and would like to receive one in future years, please contact your Loss Control Representative.

LOSS CONTROL CREDIT ACCOUNT

The CIRSA Board of Directors has approved your use of any balance in the Loss Control Credit Account, except any Special Credit monies, to pay 2021 contributions. Your entity's balance in this account on August 25, 2020, if any, is shown on the quote letter.

ACCEPTANCE PROCEDURES

Please complete the enclosed acceptance form indicating your decision for 2021 and return it to the CIRSA office ***on or before Thursday, October 1, 2020***. **Failure to return the form in time may result in the imposition of penalties under CIRSA Bylaw Article XIV upon withdrawal.**

WITHDRAWAL PROCEDURES (*if applicable*)

The enclosed Article XIV of the CIRSA Bylaws describes withdrawal procedures from CIRSA. **Written notice of withdrawal must be received by CIRSA *no later than Thursday, October 1, 2020*, for a withdrawal without penalty effective January 1, 2021.** No withdrawing member shall be eligible for the above-described credits.

Article XIV should be read in its entirety for any penalties which would otherwise apply. Withdrawing members who subsequently apply to rejoin CIRSA may be subject to such terms and conditions as established by the CIRSA Board of Directors.

WITHDRAWAL NOTICE

**MUST BE RECEIVED AT THE CIRSA OFFICE
ON OR BEFORE THURSDAY, OCTOBER 1, 2020**

Sign and return this form if your entity has decided to **withdraw** from CIRSA effective January 1, 2021. Under CIRSA Bylaws, this form must be received by CIRSA ***no later than Thursday, October 1, 2020***, for withdrawal without penalty effective January 1, 2021.

NOTICE OF WITHDRAWAL FROM CIRSA

This is to notify the CIRSA Board of Directors that the Town of Eagle is withdrawing from CIRSA for purposes of Property/Casualty coverage effective January 1, 2021. We understand the Town of Eagle remains obligated and will be billed for any amounts due CIRSA pursuant to the Bylaws and the policies established by CIRSA.

The undersigned is authorized to provide this notice of withdrawal on behalf of the Town of Eagle.

Signature must be that of the Mayor, Manager, Clerk, or equivalent (such as President of a Special District.)
--

Signature: _____

Title: _____

Date: _____

CIRSA BYLAWS
ARTICLE XIV

Withdrawal from Membership

(1) Any member may withdraw from CIRSA by giving prior notice in writing to the Board of Directors of the prospective effective date of its withdrawal.

(2) If the effective date of a member's withdrawal is a date other than January 1, the withdrawing member shall not be entitled to receive any refund of contributions made for administrative costs for the claim year of withdrawal. The withdrawing member shall be entitled to receive within forty-five (45) days after the effective date of withdrawal, a proportionate return of its contribution to any loss fund.

(3) If the effective date of a member's withdrawal is January 1 but the member's written notice of withdrawal is received by CIRSA more than thirty (30) days after the date on which CIRSA mailed a preliminary quotation of the contribution to be assessed the member for the year beginning on that January 1, the withdrawing member shall be obligated to pay its share of CIRSA's administrative costs for the year beginning on that January 1. However, if the preliminary quotation is mailed by CIRSA prior to September 1, members shall not be obligated for future claim year administrative costs if the member's written notice of withdrawal is received by CIRSA on or before the October 1 preceding the January 1 renewal date.

(4) The members may, by a two-thirds (2/3) vote of the members present at a meeting, adopt or amend a policy establishing additional conditions applicable to members which withdraw.



CIRSA 2021

SERVICES

LEGAL & LOSS CONTROL SERVICES

CIRSA is passionate about protecting municipalities and their affiliated public entities. We work exclusively in Colorado and have over three decades of experience assisting members in handling claims, improving safety, preventing losses, and managing the cost of risk. Our coverages and services are specifically designed for the unique and ever-changing needs of our membership.

Every member works with a personal team of representatives who provide customized guidance and assistance to help you manage exposures in your entity. CIRSA is staffed with knowledgeable, seasoned professionals including: Attorneys, Associates in Risk Management (ARM), Certified Safety Professionals (CSP), Certified Insurance Counselors (CIC), Certified Industrial Hygienists (CIH), Certified Hazardous Materials Manager (CHMM), a Certified Environmental Safety and Health Trainer (CET), Certified Fire Protection Specialist (CFPS), Associates in Claims (AIC), and Chartered Property Casualty Underwriters (CPCU).

LEGAL TRAINING AND ASSISTANCE

Liability & Public Officials Training

CIRSA provides legal training to councils, boards, commissions, and staff upon request on a variety of liability-related topics. These trainings can be conducted in person or via virtual meeting. Training topics include: personal liability for governing body members and board/commission members, conduct of quasi-judicial proceedings, employment issues, Governmental Immunity Act, harassment and bullying prevention, contract issues, ethics requirements, special events liability, volunteer liability, and many others.

Liability Hotline

The Liability Hotline serves as a resource on almost any liability-related topic. Members have access to CIRSA's General Counsel for free consultation and assistance on liability issues before they become claims, including employment practices, employee leave issues, land use liability, quasi-judicial proceedings, liability risks for municipal programs and services, ethics, civil rights liability, laws concerning marijuana regulation, broadband liability, and drug/alcohol testing policies.

Contract & Policy Review

CIRSA will review member contract and policy documents and provide consultation on risk and liability-related topics, including review of contracts, ordinances, personnel policies, and police manuals.

Publications & Resources

CIRSA publishes a wide variety of materials on legal, liability and risk issues, including the recent 2nd Edition of its popular "[Ethics, Liability & Best Practices Handbook for Elected Officials](#)." Coverage Line articles on topics of current interest, member Loss Alerts, and other training materials. CIRSA also maintains a library of sample contracts, policies and other documents for members' use.

LOSS CONTROL SERVICES

Membership in CIRSA entitles members to loss control services designed to prevent and minimize individual and pool-wide losses. CIRSA's Loss Control Department is recognized nationally as a leader in innovative and exemplary loss control services.

It has been proven that a commitment to loss control yields significant benefits in the form of lower costs associated with public entity risks.

Our experienced staff is dedicated to assisting our members in implementing their own loss control programs, integrating best practices into operations, and establishing a positive safety culture.

Individualized Training

CIRSA provides over 30 classroom and/or hands-on [courses/workshops](#) that can be brought to your location upon request. CIRSA's full-time training staff work diligently to ensure materials are current and revised every two years at minimum. All courses are free to members and some provide Colorado Certified Water Professionals (CCWP) training units. Topics include: CDOT Flagger Certification, Confined Space Entry, Safe Driving Strategies, Bloodborne Pathogens, First Responder Awareness, and Back Injury & Fall Protection.

Regional Seminars

Several times each year, CIRSA conducts regional seminars around the state on current loss control issues or industry trends. Any member can attend these seminars and there is usually no charge. Seminar types may include, ADA Coordinator, Playground Maintenance Technician (PMT), Succession Planning and many more safety and health related events. Law enforcement-specific events are also held five times per year.

General Consultation & On-site Service

CIRSA's Loss Control staff can arrange a time to help with special projects, develop written programs, assist with safety design reviews, research equipment and risk-related resources, and for short durations, can also function as your on-site safety representative.

Safety Symposiums

These Loss Control conferences are held annually and cover member or industry-relevant topics including playground maintenance technician, low voltage and high voltage electrical safety, and succession planning. The symposiums are free to all CIRSA Members and travel reimbursement is provided.

Safety Video, Reference Library, & Streaming Video Service

Your employees have unlimited access to CIRSA training programs and other educational materials in our [Training Library](#), including over 390 videos and video training books. Separate from our video and reference library, the new streaming video service offers several hundred additional videos. This is a stand-alone system separate from our online training service. These programs are free of charge to members and cover a variety of topics on most public entity exposures.

LOSS CONTROL SERVICES

In-House Video & Publication Production

CIRSA has produced a number of videos and manuals on pertinent and timely topics, 13 of which have won national Public Risk Management Association (PRIMA) awards. Titles include: *Backing & Parking: The Keys to Success*, *Hazard Awareness is Everyone's Responsibility*, *Safety Management in Action*, *Personal Consequences of Unsafe Driving*, *Safe Supervisor: Integrating Operations & Safety*, and *Sanitary Sewer: Operations & Maintenance*. Hard copies of these videos are free to members and can also be viewed on [CIRSA's YouTube Channel](#).

Online Training Center

CIRSA provides over 950 complimentary online safety, liability, supervisory, law enforcement, fire/EMS, corrections, and human resource related courses - 50 of which provide training units for water and wastewater employees. The online training center also provides over 1,000 police-specific videos. Additional topics and new courses are added each year. Your employees can easily access the [Online Training Center](#) from any computer with internet access at any time.

Monthly Training Calendar

CIRSA sends a [monthly training calendar](#) notifying members of all upcoming regional training events, scheduled on-site training courses and certifications, safety symposiums, CIRSA Orientations, webinars, and all other training resources provided.

Webinars

As another means of reducing your costs, our webinar series gives your employees the opportunity to obtain important training without leaving their office. These free presentations cover a wide variety of topics including loss control, employment and public officials' liability, PC & WC applications, finance, and claims handling. All of our webinars are recorded and can be viewed at any time from the [Safety Resources](#) area of our website.

Sample Policies & Procedures

Numerous sample Loss Control and [safety policies and procedures](#) are available to our members to download and customize for your entity. Examples include Job Safety Analyses (JSAs), Police Pursuits, Tasers, Preventing Public Officials Liability, and Fall Injury Prevention.

Property Survey & Playground Inspections

This on-site, comprehensive safety survey identifies loss exposures of significant buildings, processes, and playgrounds. Written reports of survey results are sent to the appropriate public entity contacts.

Ergonomic Evaluations

These evaluations of computer workstations determine if they are adjusted properly for the employees who are using them. Our Loss Control Representatives will review workstation setup and assess chair, monitor, mouse, desk, and other equipment adjustments. Reports with recommendations to improve ergonomic conditions may be issued.

Water Slide Inspections

State regulations require an inspection by a third party of all water slides 18 feet or higher. Some outside consultants charge over

\$1,000 for these inspections. Our Loss Control Representatives will inspect your slides for free, issue reports for items that need to be corrected, and provide certificates of inspection that meet state guidelines.

Loss Control Standards & Credit Account Program

CIRSA has established a number of recommended policies and procedures to address common public entity exposures. These recommendations are known as [Loss Control Standards](#). Your Loss Control Representative assists you in implementing the pool's Loss Control Standards and performs onsite reviews. The CIRSA Board of Directors has approved credits to members who conform to these standards. Members can apply these credits toward their CIRSA contribution; deposit them in their Loss Control Credit Account for the purchase of safety related equipment or training; or request a direct disbursement of the funds. Contact your Loss Control Representative for more information.

Accident Investigations & Loss Analyses

CIRSA provides timely, objective, and thorough accident investigations to help members identify root causes of accidents so measures can be implemented to prevent future occurrences. The Loss Control Department has also developed a number of Loss Analysis reports to identify the most frequent and severe causes of losses for the pool and for each member. Accident Investigations and Loss Analysis reports are provided upon request.

Loss/Hazard Alerts

Public entities and their employees may have serious accidents from which other members can learn. CIRSA distributes summary reports on these incidents (with any identifying details removed) to our members and recommends procedures to prevent similar claims.

Industrial Hygiene Services

CIRSA's Certified Industrial Hygienist (CIH) assists members in the recognition, evaluation, and control of employee health hazards. Some examples of services provided include:

- Hazard Communication – Program development and employee training in the interpretation of Safety Data Sheets (SDS) and likely hazards associated with chemical use
- Hearing Conservation – Sound level measurements and noise exposure evaluations for personnel exposed to elevated noise levels
- Ergonomics/Body Mechanics – Work station evaluations and employee training
- Asbestos identification and guidance for asbestos operations and maintenance
- Indoor air quality sampling for offices, pools, water/wastewater treatment plants, and other public entity operations
- Measuring carbon monoxide and nitrogen dioxide emissions from motorized equipment
- Special projects to measure toxic exposures and/or substances, as needed

CLAIMS & UNDERWRITING SERVICES

CLAIMS ADMINISTRATION SERVICES

Our in-house claims specialists and legal counsel provide expert claims administration services to help you mitigate your risks. The CIRSA Claims Department is available to our members 24/7. A member of the CIRSA claims staff is on-call at all times and a backup system is in place for timely response to emergency calls. In addition to complete claims administration, the CIRSA Claims Department provides the following services:

Litigation Management Program

CIRSA works closely with our members and a panel of defense attorneys who specialize in the defense of governmental entities. CIRSA takes a “team approach” with our staff and the member to defend claims. This allows the claim to be handled effectively and efficiently.

Claims Recovery

CIRSA's claims staff pursues recovery for damages sustained to member property through subrogation and restitution. This service is provided regardless of claim size or if the loss is within the member's retention. Our annual recovery averages over a million dollars.

Claim Reports

Loss runs of all open claims and litigation reports are distributed on a quarterly basis. Annual loss runs of all open and closed claims are also distributed. We offer other custom reports upon request that can be programmed to be sent to your entity on a monthly basis. These reports can be reviewed by you and your CIRSA Loss Control Representative to help identify loss trends and discuss methods to control such losses.

Electronic Claim Filing & Online Lookup

Members can file Property/Casualty and Workers' Compensation claims electronically through our [website](#). Each claim is filed on the state required forms and can be printed at your workstation for your records. Current and historical claims data can be viewed through our online claims filing system as well. Daily information on claim status is available including up-to-the-minute details about any claim that has been filed.

Member Self-Administration Portal

If your entity has a large deductible and self-handles some claims, our Member Portal gives you a system to manage those claims. This is essentially a stand-alone Origami Risk claims system that CIRSA provides at no cost. The Portal lets you create/store documents and claim notes, run reports, and track financial data, on a database that integrates your own data seamlessly with the claims you report to CIRSA. This cutting edge technology is available to large-deductible members free of charge.

UNDERWRITING SERVICES

Access to Additional Coverage Programs

In addition to our core Property/Casualty and Workers' Compensation coverages, CIRSA provides access to several [optional coverage programs](#) without having to pay an agent fee. Additional coverage programs include Excess Cyber, Equipment Breakdown, Excess Crime, Volunteer Accident Medical Plan, Community Service Workers' Accident Medical Plan, Occupational Accidental Death & Dismemberment, Sports Accident Medical Plan, Special Events, Detainee Medical Coverage, No Fault Water Line Rupture and/or Sewer Back Up, and Property Damage to Others Caused by Member's Use of Mobile Equipment. We can also assist members in placing a wide variety of specialized policies including fiduciary, fidelity, public officials bonds, pollution liability, and airport liability.

Coverage Comparison

Since not all coverage is the same, CIRSA offers a complimentary comprehensive comparison between all coverages offered by CIRSA and those provided by other carriers. The comparison addresses not only the limits provided, but all critical coverage issues. The comparison is intended to make sure your entity is appropriately protected in the event of a loss as well as provide a useful tool for decision making.

Property Appraisals

CIRSA provides property appraisals through a third-party contractor. This service helps CIRSA and our members establish correct values for your buildings and the majority of your miscellaneous property or property in the open to make sure you are adequately covered should a loss occur. We aim to appraise all applicable structures on your site every five (5) years. Property values, however, are updated annually to account for inflationary factors. New members will have all buildings appraised within the first year of membership.

MEMBER BENEFITS

ADDITIONAL MEMBER BENEFITS AND SERVICES

Member Equity Account

CIRSA is different from commercial insurers; we are owned and governed by our members. Contributions paid to CIRSA are deposited into your individual Member Equity Account. The funds remaining after deducting your proportionate share of pool claims and expenses are maintained on your behalf; these funds earn interest and are reported to you annually with a copy of the pool's audited financial statements. Member Equity Account balances are considered when determining contributions, and higher balances result in lower contributions.

Deductible Analyses

At the member's request, CIRSA can provide an analysis of varying deductible levels for you to use in your analysis of the appropriate deductible choice for your entity. Included in the analysis is a review of past loss experience, which can help you determine the optimal retention in order to minimize your total cost of risk.

Payment Options

CIRSA offers a no-fee, quarterly payment plan option for the payment of your annual contributions. We also offer online payment options.

Cost Allocation Assistance

Cost allocation is the process of identifying and assigning costs of risk to your departments. This risk management best practice will improve the communication of the cost of risk to your entity and generate incentives for safety. CIRSA will assist you in implementing a cost allocation system and provide regular reports to maintain the system.

Scholarship Program

To assist members in furthering their risk management education, CIRSA will provide \$12,000 in scholarship funding for 2021. Member employees may [apply](#) for awards in the following amounts:

- \$2,250 to attend a national professional development conference related to safety, continuing education, or risk management
- \$1,500 to attend local events such as the CMCA Institute or similar
- \$600 to attend in-state conferences such as CCCMA, COPRIMA, or CGFOA

Timothy A. Greer Endowment Fund

The objective of the [Timothy A. Greer Endowment Fund](#) is to provide financial support to CIRSA member entities in promoting excellence in risk management. The CIRSA Board of Directors has allocated \$12,000 to the Fund for 2021. Proposals outlining a project, process, improvement, or system that satisfies a safety or risk management-related goal must be submitted for consideration.

Travel Reimbursement

The CIRSA community places a high value on member participation. As another way to lower your costs of risk management, CIRSA offers reimbursement for expenses incurred while attending a New Member Orientation, Committee, Task Force, or General Membership Meeting. Lodging, meals, and mileage are eligible for reimbursement under our [policy](#).

The CIRSA Blog

Our [blog](#) focuses on risk management-related topics, laws that affect public entities, and potential liability issues and offers proactive risk prevention strategies. The newsletter also features current loss control, claims, and coverage topics and pertinent information for public entity staff and elected officials.

YouTube Channel

CIRSA's YouTube Channel – "[CIRSASafety](#)" features over 70 concise and easily accessible safety videos you can share with staff during training exercises. Topics include: Accident Investigations, Employment Liability Exposure, Firefighter Safety, and Slips, Trips and Falls.

All of these services are, we believe, unmatched by any commercial insurer.

Any head-to-head comparison of coverage quotes should take into account the value of the additional services that accompany CIRSA's coverages.

**CIRSA PC
Deductible Analysis
City of Eagle**

Currently, your deductible levels are:

<u>Liability</u>	<u>Auto Liability</u>	<u>Auto Physical Damage</u>	<u>Property</u>
\$2,500	\$2,500	\$5,000	\$25,000

You have asked for an analysis of the following additional deductible options:

	<u>Liability</u>	<u>Auto Liability</u>	<u>Auto Physical Damage</u>	<u>Property</u>
Alternate 1	\$1,000	\$1,000	\$1,000	\$10,000
Alternate 2	\$1,000	\$1,000	\$1,000	\$25,000
Alternate 3	\$2,500	\$2,500	\$2,500	\$10,000
Alternate 4	\$2,500	\$5,000	\$5,000	\$25,000
Alternate 5	\$5,000	\$5,000	\$5,000	\$10,000
Alternate 6	\$1,000	\$5,000	\$5,000	\$10,000
Alternate 7	\$5,000	\$5,000	\$5,000	\$25,000
Alternate 8	\$1,000	\$500	\$500	\$5,000

The annual contribution for each deductible level is detailed on your quote sheet. It is also provided here with the dollar impact of the alternate deductible quotes. The dollar impact is the difference between staying with your current deductible level and changing to the alternate option.

	<u>Annual Contribution</u>	<u>Contribution Increase (Decrease)</u>
Current Level	204,883.57	
Alternate 1	214,517.35	\$9,634
Alternate 2	210,569.09	\$5,686
Alternate 3	209,854.71	\$4,971
Alternate 4	204,365.58	(\$518)
Alternate 5	205,141.13	\$258
Alternate 6	210,890.93	\$6,007
Alternate 7	201,192.87	(\$3,691)
Alternate 8	217,817.02	\$12,933

Higher deductibles bring with them more uncertainty. If you feel confident about your loss prevention and loss management program, you may want to consider increasing your deductible. While your annual contribution will be less if you take a higher deductible, some or all of that savings (and possibly more) may be needed to pay claims that exceed your current deductible level. Conversely, you may pay more for your annual contribution if you take a lower deductible. However, while your upfront cost will be higher, you will pay less in deductibles on your claims. No one can tell you exactly what claims will occur in the future. However, past history provides a good way to estimate.

CIRSA staff has run a loss history for your entity. This history includes all claims that occurred in the last three calendar years. For these historical claims, CIRSA staff has calculated how much would be billed to your entity under your current deductible level and the alternate options. The three years worth of claims and deductible data is then averaged to estimate an average amount of claims within the deductible for a single year. This information is detailed in the accompanying report, Total Losses Incurred and Portion Within Chosen Deductible Options.

Your entity would have no savings if the increase in annual contributions from taking a lower deductible is not exceeded by the reduction in deductible billings. Also, your entity would have no savings if the decrease in annual contributions for taking a higher deductible is exceeded by the increase in deductible billings. Following is a comparison of the contribution change to the change in deductible billings, for your chosen options:

	<u>Annual Contribution</u>	<u>Increase (Decrease) in: 3 Year Average Deductible Billings Increase</u>	<u>Potential Annual Cost (Savings)</u>
Alternate 1	\$9,634	(\$8,849)	\$785
Alternate 2	\$5,686	(\$3,685)	\$2,000
Alternate 3	\$4,971	(\$5,163)	(\$192)
Alternate 4	(\$518)	\$833	\$315
Alternate 5	\$258	(\$1,361)	(\$1,103)
Alternate 6	\$6,007	(\$6,951)	(\$944)
Alternate 7	(\$3,691)	\$3,802	\$112
Alternate 8	\$12,933	(\$13,015)	(\$82)

Of course, if claims vary from the average, your cost or savings will vary from these estimations. Any savings from a deductible change could be eliminated or even generate additional costs to you.

CIRSA
Valued as of 09/09/2020

Year	Coverage	Status	Deductible	Paid to Date	Outstanding Reserves	Incurred	Recovered to Date	Computed Deductible (	Alternative 1	Alternative 2	Alternative 3	Alternative 4	Alternative 5	Alternative 6	Alternative 7	Alternative 8
Policy Year: 2017																
2017	All Risk Property - Buildings	Closed	25,000.00	6,180.42	0.00	6,180.42	-6,137.66	42.76	42.76	42.76	42.76	42.76	42.76	42.76	42.76	42.76
2017	Auto Liability	Closed	2,500.00	7,365.03	0.00	7,365.03	0.00	2,500.00	1,000.00	1,000.00	2,500.00	2,500.00	5,000.00	5,000.00	5,000.00	500.00
2017	Auto Liability	Closed	2,500.00	1,389.83	0.00	1,389.83	0.00	1,389.83	1,000.00	1,000.00	1,389.83	1,389.83	1,389.83	1,389.83	1,389.83	500.00
2017	Auto Liability	Closed	2,500.00	1,365.07	0.00	1,365.07	0.00	1,365.07	1,000.00	1,000.00	1,365.07	1,365.07	1,365.07	1,365.07	1,365.07	500.00
2017	Auto Liability	Closed	2,500.00	1,000.00	0.00	1,000.00	0.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	500.00
2017	Auto Liability	Closed	2,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2017	Auto Liability	Closed	2,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2017	Auto Physical Damage	Closed	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2017	Errors and Omissions	Closed	2,500.00	34,623.90	0.00	34,623.90	0.00	2,500.00	1,000.00	1,000.00	2,500.00	2,500.00	5,000.00	1,000.00	5,000.00	1,000.00
2017	Errors and Omissions	Closed	2,500.00	5,036.00	0.00	5,036.00	0.00	2,500.00	1,000.00	1,000.00	2,500.00	2,500.00	5,000.00	1,000.00	5,000.00	1,000.00
2017	Errors and Omissions	Closed	2,500.00	1,319.00	0.00	1,319.00	0.00	1,319.00	1,000.00	1,000.00	1,319.00	1,319.00	1,319.00	1,000.00	1,319.00	1,000.00
2017	General Liability	Closed	2,500.00	432.71	0.00	432.71	0.00	432.71	432.71	432.71	432.71	432.71	432.71	432.71	432.71	432.71
2017	Police Professional	Closed	2,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2017	Police Professional	Closed	2,500.00	1,045.50	0.00	1,045.50	0.00	1,045.50	1,000.00	1,000.00	1,045.50	1,045.50	1,045.50	1,000.00	1,045.50	1,000.00
Totals for 2017 - 14_Claims				59,757.46	0.00	59,757.46	-6,137.66	14,094.87	8,475.47	8,475.47	14,094.87	14,094.87	21,594.87	13,230.37	21,594.87	6,475.47
Policy Year: 2018																
2018	All Risk Property - Buildings	Closed	25,000.00	319,328.30	0.00	319,328.30	0.00	25,000.00	10,000.00	25,000.00	10,000.00	25,000.00	10,000.00	10,000.00	25,000.00	5,000.00
2018	All Risk Property - Buildings	Closed	25,000.00	23,827.38	0.00	23,827.38	-23,702.38	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00
2018	Auto Liability	Closed	2,500.00	1,936.54	0.00	1,936.54	0.00	1,936.54	1,000.00	1,000.00	1,936.54	1,936.54	1,936.54	1,936.54	1,936.54	500.00
2018	Errors and Omissions	Closed	2,500.00	248.50	0.00	248.50	0.00	248.50	248.50	248.50	248.50	248.50	248.50	248.50	248.50	248.50
2018	General Liability	Closed	2,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2018	General Liability	Closed	2,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2018	Police Professional	Closed	2,500.00	16,756.00	0.00	16,756.00	0.00	2,500.00	1,000.00	1,000.00	2,500.00	2,500.00	5,000.00	1,000.00	5,000.00	1,000.00
2018	Police Professional	Closed	2,500.00	2,956.13	0.00	2,956.13	0.00	2,500.00	1,000.00	1,000.00	2,500.00	2,500.00	2,956.13	1,000.00	2,956.13	1,000.00
2018	Police Professional	Closed	2,500.00	3,450.91	0.00	3,450.91	0.00	2,500.00	1,000.00	1,000.00	2,500.00	2,500.00	3,450.91	1,000.00	3,450.91	1,000.00
2018	Rule 106 Defense	Closed	0.00	1,740.83	0.00	1,740.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals for 2018 - 10_Claims				370,244.59	0.00	370,244.59	-23,702.38	34,810.04	14,373.50	29,373.50	19,810.04	34,810.04	23,717.08	15,310.04	38,717.08	8,873.50
Policy Year: 2019																
2019	All Risk Property - Buildings	Open	25,000.00	10,489.90	0.10	10,490.00	0.00	10,489.90	10,000.00	10,489.90	10,000.00	10,489.90	10,000.00	10,000.00	10,489.90	5,000.00
2019	Auto Liability	Closed	2,500.00	5.00	0.00	5.00	0.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
2019	Auto Liability	Closed	2,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2019	General Liability	Closed	2,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2019	General Liability	Closed	2,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals for 2019 - 5_Claims				10,494.90	0.10	10,495.00	0.00	10,494.90	10,005.00	10,494.90	10,005.00	10,494.90	10,005.00	10,005.00	10,494.90	5,005.00
				440,496.95	0.10	440,497.05	-29,840.04	59,399.81	32,853.97	48,343.87	43,909.91	59,399.81	55,316.95	39,545.41	70,806.85	20,353.97

Deductible Billings	Current Deductible	Alternative 1	Deductible Billing Difference	Contribution Savings	Total Costs (Savings)
Year 1	42.76	42.76	0.00		
	2,500.00	1,000.00	-1,500.00		
	1,389.83	1,000.00	-389.83		
	1,365.07	1,000.00	-365.07		
	1,000.00	1,000.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	2,500.00	1,000.00	-1,500.00		
	2,500.00	1,000.00	-1,500.00		
	1,319.00	1,000.00	-319.00		
	432.71	432.71	0.00		
	0.00	0.00	0.00		
	1,045.50	1,000.00	-45.50		
	14,094.87	8,475.47	-5,619.40	9,633.78	4,014.38
Year 2					
	25,000.00	10,000.00	-15,000.00		
	125.00	125.00	0.00		
	1,936.54	1,000.00	-936.54		
	248.50	248.50	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	2,500.00	1,000.00	-1,500.00		
	2,500.00	1,000.00	-1,500.00		
	2,500.00	1,000.00	-1,500.00		
	0.00	0.00	0.00		
	34,810.04	14,373.50	-20,436.54	9,633.78	-10,802.76
Year 3					
	10,489.90	10,000.00	-489.90		
	5.00	5.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	10,494.90	10,005.00	-489.90	9,633.78	9,143.88
3 Year Costs(Savings)	59,399.81	32,853.97	-26,545.84	28,901.34	2,355.50
3 Year Average	19,799.94	10,951.32	-8,848.61	9,633.78	785.17

Deductible Billings	Current Deductible	Alternative 2	Deductible Billing Difference	Contribution Savings	Total Costs (Savings)
Year 1	42.76	42.76	0.00		
	2,500.00	1,000.00	-1,500.00		
	1,389.83	1,000.00	-389.83		
	1,365.07	1,000.00	-365.07		
	1,000.00	1,000.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	2,500.00	1,000.00	-1,500.00		
	2,500.00	1,000.00	-1,500.00		
	1,319.00	1,000.00	-319.00		
	432.71	432.71	0.00		
	0.00	0.00	0.00		
	1,045.50	1,000.00	-45.50		
	14,094.87	8,475.47	-5,619.40	5,685.52	66.12
Year 2					
	25,000.00	25,000.00	0.00		
	125.00	125.00	0.00		
	1,936.54	1,000.00	-936.54		
	248.50	248.50	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	2,500.00	1,000.00	-1,500.00		
	2,500.00	1,000.00	-1,500.00		
	2,500.00	1,000.00	-1,500.00		
	0.00	0.00	0.00		
	34,810.04	29,373.50	-5,436.54	5,685.52	248.98
Year 3					
	10,489.90	10,489.90	0.00		
	5.00	5.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	10,494.90	10,494.90	0.00	5,685.52	5,685.52
3 Year Costs(Savings)	59,399.81	48,343.87	-11,055.94	17,056.56	6,000.62
3 Year Average	19,799.94	16,114.62	-3,685.31	5,685.52	2,000.21

Deductible Billings	Current Deductible	Alternative 3	Deductible Billing Difference	Contribution Savings	Total Costs (Savings)
Year 1	42.76	42.76	0.00		
	2,500.00	2,500.00	0.00		
	1,389.83	1,389.83	0.00		
	1,365.07	1,365.07	0.00		
	1,000.00	1,000.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	2,500.00	2,500.00	0.00		
	2,500.00	2,500.00	0.00		
	1,319.00	1,319.00	0.00		
	432.71	432.71	0.00		
	0.00	0.00	0.00		
	1,045.50	1,045.50	0.00		
	14,094.87	14,094.87	0.00	4,971.14	4,971.14
Year 2					
	25,000.00	10,000.00	-15,000.00		
	125.00	125.00	0.00		
	1,936.54	1,936.54	0.00		
	248.50	248.50	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	2,500.00	2,500.00	0.00		
	2,500.00	2,500.00	0.00		
	2,500.00	2,500.00	0.00		
	0.00	0.00	0.00		
	34,810.04	19,810.04	-15,000.00	4,971.14	-10,028.86
Year 3					
	10,489.90	10,000.00	-489.90		
	5.00	5.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	10,494.90	10,005.00	-489.90	4,971.14	4,481.24
3 Year Costs(Savings)	59,399.81	43,909.91	-15,489.90	14,913.42	-576.48
3 Year Average	19,799.94	14,636.64	-5,163.30	4,971.14	-192.16

Deductible Billings	Current Deductible	Alternative 4	Deductible Billing Difference	Contribution Savings	Total Costs (Savings)
Year 1	42.76	42.76	0.00		
	2,500.00	5,000.00	2,500.00		
	1,389.83	1,389.83	0.00		
	1,365.07	1,365.07	0.00		
	1,000.00	1,000.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	2,500.00	2,500.00	0.00		
	2,500.00	2,500.00	0.00		
	1,319.00	1,319.00	0.00		
	432.71	432.71	0.00		
	0.00	0.00	0.00		
	1,045.50	1,045.50	0.00		
	14,094.87	16,594.87	2,500.00	-517.99	1,982.01
Year 2					
	25,000.00	25,000.00	0.00		
	125.00	125.00	0.00		
	1,936.54	1,936.54	0.00		
	248.50	248.50	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	2,500.00	2,500.00	0.00		
	2,500.00	2,500.00	0.00		
	2,500.00	2,500.00	0.00		
	0.00	0.00	0.00		
	34,810.04	34,810.04	0.00	-517.99	-517.99
Year 3					
	10,489.90	10,489.90	0.00		
	5.00	5.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	10,494.90	10,494.90	0.00	-517.99	-517.99
3 Year Costs(Savings)	59,399.81	61,899.81	2,500.00	-1,553.97	946.03
3 Year Average	19,799.94	20,633.27	833.33	-517.99	315.34

Deductible Billings	Current Deductible	Alternative 5	Deductible Billing Difference	Contribution Savings	Total Costs (Savings)
Year 1	42.76	42.76	0.00		
	2,500.00	5,000.00	2,500.00		
	1,389.83	1,389.83	0.00		
	1,365.07	1,365.07	0.00		
	1,000.00	1,000.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	2,500.00	5,000.00	2,500.00		
	2,500.00	5,000.00	2,500.00		
	1,319.00	1,319.00	0.00		
	432.71	432.71	0.00		
	0.00	0.00	0.00		
	1,045.50	1,045.50	0.00		
	14,094.87	21,594.87	7,500.00	257.56	7,757.56
Year 2					
	25,000.00	10,000.00	-15,000.00		
	125.00	125.00	0.00		
	1,936.54	1,936.54	0.00		
	248.50	248.50	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	2,500.00	5,000.00	2,500.00		
	2,500.00	2,956.13	456.13		
	2,500.00	3,450.91	950.91		
	0.00	0.00	0.00		
	34,810.04	23,717.08	-11,092.96	257.56	-10,835.40
Year 3					
	10,489.90	10,000.00	-489.90		
	5.00	5.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	10,494.90	10,005.00	-489.90	257.56	-232.34
3 Year Costs(Savings)	59,399.81	55,316.95	-4,082.86	772.68	-3,310.18
3 Year Average	19,799.94	18,438.98	-1,360.95	257.56	-1,103.39

Deductible Billings	Current Deductible	Alternative 6	Deductible Billing Difference	Contribution Savings	Total Costs (Savings)
Year 1	42.76	42.76	0.00		
	2,500.00	5,000.00	2,500.00		
	1,389.83	1,389.83	0.00		
	1,365.07	1,365.07	0.00		
	1,000.00	1,000.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	2,500.00	1,000.00	-1,500.00		
	2,500.00	1,000.00	-1,500.00		
	1,319.00	1,000.00	-319.00		
	432.71	432.71	0.00		
	0.00	0.00	0.00		
	1,045.50	1,000.00	-45.50		
	14,094.87	13,230.37	-864.50	6,007.36	5,142.86
Year 2					
	25,000.00	10,000.00	-15,000.00		
	125.00	125.00	0.00		
	1,936.54	1,936.54	0.00		
	248.50	248.50	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	2,500.00	1,000.00	-1,500.00		
	2,500.00	1,000.00	-1,500.00		
	2,500.00	1,000.00	-1,500.00		
	0.00	0.00	0.00		
	34,810.04	15,310.04	-19,500.00	6,007.36	-13,492.64
Year 3					
	10,489.90	10,000.00	-489.90		
	5.00	5.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	10,494.90	10,005.00	-489.90	6,007.36	5,517.46
3 Year Costs(Savings)	59,399.81	38,545.41	-20,854.40	18,022.08	-2,832.32
3 Year Average	19,799.94	12,848.47	-6,951.47	6,007.36	-944.11

Deductible Billings	Current Deductible	Alternative 7	Deductible Billing Difference	Contribution Savings	Total Costs (Savings)
Year 1	42.76	42.76	0.00		
	2,500.00	5,000.00	2,500.00		
	1,389.83	1,389.83	0.00		
	1,365.07	1,365.07	0.00		
	1,000.00	1,000.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	2,500.00	5,000.00	2,500.00		
	2,500.00	5,000.00	2,500.00		
	1,319.00	1,319.00	0.00		
	432.71	432.71	0.00		
	0.00	0.00	0.00		
	1,045.50	1,045.50	0.00		
	14,094.87	21,594.87	7,500.00	-3,690.70	3,809.30
Year 2					
	25,000.00	25,000.00	0.00		
	125.00	125.00	0.00		
	1,936.54	1,936.54	0.00		
	248.50	248.50	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	2,500.00	5,000.00	2,500.00		
	2,500.00	2,956.13	456.13		
	2,500.00	3,450.91	950.91		
	0.00	0.00	0.00		
	34,810.04	38,717.08	3,907.04	-3,690.70	216.34
Year 3					
	10,489.90	10,489.90	0.00		
	5.00	5.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	10,494.90	10,494.90	0.00	-3,690.70	-3,690.70
3 Year Costs(Savings)	59,399.81	70,806.85	11,407.04	-11,072.10	334.94
3 Year Average	19,799.94	23,602.28	3,802.35	-3,690.70	111.65

Deductible Billings	Current Deductible	Alternative 8	Deductible Billing Difference	Contribution Savings	Total Costs (Savings)
Year 1	42.76	42.76	0.00		
	2,500.00	500.00	-2,000.00		
	1,389.83	500.00	-889.83		
	1,365.07	500.00	-865.07		
	1,000.00	500.00	-500.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	2,500.00	1,000.00	-1,500.00		
	2,500.00	1,000.00	-1,500.00		
	1,319.00	1,000.00	-319.00		
	432.71	432.71	0.00		
	0.00	0.00	0.00		
	1,045.50	1,000.00	-45.50		
	14,094.87	6,475.47	-7,619.40	12,933.45	5,314.05
Year 2					
	25,000.00	5,000.00	-20,000.00		
	125.00	125.00	0.00		
	1,936.54	500.00	-1,436.54		
	248.50	248.50	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	2,500.00	1,000.00	-1,500.00		
	2,500.00	1,000.00	-1,500.00		
	2,500.00	1,000.00	-1,500.00		
	0.00	0.00	0.00		
	34,810.04	8,873.50	-25,936.54	12,933.45	-13,003.09
Year 3					
	10,489.90	5,000.00	-5,489.90		
	5.00	5.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	0.00	0.00	0.00		
	10,494.90	5,005.00	-5,489.90	12,933.45	7,443.55
3 Year Costs(Savings)	59,399.81	20,353.97	-39,045.84	38,800.35	-245.49
3 Year Average	19,799.94	6,784.66	-13,015.28	12,933.45	-81.83



To: Mayor and Town Council

From: Bill Shrum, Assistant to the Town Manager

Date: September 22, 2020

Agenda Item: Energy Impact Grant Scope of Work Amendment, Town of Eagle Fiber Extension and Meet-Me Center.

REQUEST:

Staff requests that the Town Council review the proposed letter to Greg Winkler, Northern Mountains Regional Manager for the Department of Local Affairs, requesting a change to the scope of work for an existing grant.

INTRODUCTION:

The Town applied for the Energy Impact Assistance Fund Grant in April to locate the Meet-Me Center facilities at Public Works, and to provide the fiber connection to bring that location online with Project THOR. As a part of that proposal, Uptown Services secured a bid for outside plant construction that totaled \$127,092.56. After the approval of the grant but before work began on the design, Visionary Broadband, and in subsequent meetings Holy Cross Energy and Northwest Colorado Council of Governments (NWCCOG) met with the Town about a proposed route following a similar path and reaching public works. Visionary, Holy Cross, and the Town agreed on an arrangement to install fiber to public works that met our initial goals of the grant for a new cost to the town of \$58,517.57.

The Town has had discussions with Eagle County about purchasing transport and direct internet access through Project THOR, though they were not connected by fiber to the network. Uptown Services, the Town's Broadband consultant, proposed taking the savings from the connection to public works and use it to install a fiber connection between Town Hall and the Eagle County building at 500 Broadway. Initial designs and cost estimates indicate that the work could be done with the \$68,577.99 in savings as described above.

ANALYSIS:

To accomplish the amendment to the Scope of Work in the EIAF grant, Greg Winkler has requested that the Town secure three things to demonstrate the value of the amendment:

- A letter from the Town of Eagle describing the proposal and requesting the change
- A letter of support from NWCCOG
- A description of the agreement between Eagle County and the Town of Eagle for service

Nate Wolowicz, Broadband Director for NWCCOG, has provided a letter articulating their support for the project. The Town has spoken with Scott Lingle, Director of IT for Eagle County, and Jake Klearman, IT Operations Manager for Eagle County, and we have a draft agreement for service pending the completion of a fiber connection. A letter from the Town describing and requesting the change to the Scope of Work is included in the packet.

COMMUNITY INPUT:

There has been no community input on this item.

BUDGET / STAFF IMPACT:

Successfully connecting Eagle County to the Town's Meet-Me Center would allow for the Town to recover a portion of the monthly recurring cost to operate Project THOR.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Connecting Eagle County to Project THOR without the need for any additional allocation demonstrates sound planning and appropriate investment in critical Town infrastructure, as well as being good partners with local government organizations.

RECOMMENDED ACTION OR PROPOSED MOTION:

Staff recommends the Council make a motion to **approve** or **deny** the Energy Impact Grant Scope of Work Amendment, Town of Eagle Fiber Extension and Meet-Me Center.

ATTACHMENTS:

Request to amend the Scope of Work for EIAF-09247.pdf
Letter of support from NWCCOG.pdf
ToE Draft Service Order Form 9-2020.pdf



September 22, 2020

Greg Winkler
Northern Mountains Regional Manager
State of Colorado Department of Local Affairs
P.O. Box 687
Lake George, CO 80827

Dear Mr. Winkler,

The Town of Eagle would like to formally request an amendment to the Scope of Work proposed in our recent grant, EIAF-09247, awarded May 28, 2020. This grant generously provides a 50% match for infrastructure investment by the Town of Eagle to install a Telecommunications Shelter at our Public Works facility, and to connect this facility to Town Hall with fiber optic cable.

At the time of application, the Town had secured a proposal for outside plant construction connecting fiber from an existing piece of the Project THOR network for a total of \$127,092.56. In the period of time between the award and construction beginning, a public-private partnership between Visionary Broadband and Holy Cross Energy expressed a desire to replicate the planned route, and asked if the Town of Eagle would be interested in participating in the project.

This proposed installation would bring the same planned 144 count fiber to Public Works for a total of \$83,357.13. Holy Cross Energy will contribute a pro-rata share for the segment containing their fiber, which will repay the Town of Eagle \$24,842.56. This brings the projected total cost for our Public Works fiber connection to just \$58,514.57. The Town will save roughly \$68,577.99 from our initially proposed amount in the EIAF-090247 grant budget proposal.

With this proposed savings, we would like to connect Eagle County to Project THOR. Eagle County has expressed interest in procuring service from the Town of Eagle Meet-Me Center, and as a government anchor institution, serves as the kind of middle-mile customer Project THOR was built to connect. Our initial design estimates show that the Town of Eagle can use the savings from our public works outside plant and cover the cost of installing a fiber connection from Town Hall to the Eagle County Building at 500 Broadway in Eagle.

Approval of the proposed change to the Scope of Work would allow for the Town to construct a formal design and bid for construction of the project. The Town, and Eagle County, would like to see this proceed so that installation can conclude by the end of 2020. The Town of Eagle is prepared to handle the project management for this work, and we are confident that we can do so and remain within the limits of our overall project budget.

The Town is excited to see that the public-private partnerships envisioned by the installation of Project THOR have come to fruition so quickly. Northwest Colorado Council of Governments (NWCCOG) has been a part of these discussions as well and are in full support of expanding the service network for

Project THOR. Working with Visionary Broadband and Holy Cross Energy, we can extend Project THOR to another critical government partner without further allocations. We would greatly appreciate approval of the proposed change to the scope of work for EIAF-090247.

Sincerely,

Scott Turnipseed, Mayor
Town of Eagle

Reallocation of DOLA Grant Funds to Connect Eagle County to Project THOR

Nate Walowitz <nwalowitz@nwccog.org>

Tue 9/15/2020 4:31 PM

To: Bill Shrum <bill.shrum@townofeagle.org>; Jon Stavney <jstavney@nwccog.org>

Hi Bill,

As we discussed, I am 100% behind your proposal to reallocate the DOLA grant funding you originally specified for the fiber connection to your new Project THOR Meet Me Center at Public Works to build fiber to connect Eagle County to your network and Project THOR.

This will be a benefit to citizens and businesses in Eagle County and will allow them to gain the cost and reliability benefits Project THOR provides through Town of Eagle.

Be well,

Nate

--

Nate Walowitz
Regional Broadband Program Director
Northwest Colorado Council of Governments
nwalowitz@nwccog.org
(direct) 970.455.1064
(mobile) 303.548.9194



Town of Eagle (ToE) Broadband - Service Order form

Customer Company	Eagle County	Service Order Number	002
Contact Name	Jake Klearman	Service Order Date	Dec 01 2020
Billing Email	jake.klearman@eaglecounty.us	Master Contract Date	
Billing Address	500 Broadway	Master Contract Title	
City/State/Zip	Eagle, CO 81631	Requested Due Date	
Customer Phone	970-328-3595	Ready for Service Date	
COA Contact		Service Order Term	12 Months
COA Contact Email		ToE Contact Phone	970.328.6354

Service Order Description and Charges

Item	Non-recurring Charges (NRC)	Monthly Recurring Charges (MRC)
500mbps Network Transport, TOE (1050 Chambers Ave.) to 910 Telecom in Denver (500 x \$1.05/Mbps)	\$0.00	\$525
500mbps Direct Internet Access Bandwidth (\$0.44/Mbps)	\$0.00	\$220
Total	\$0.00	\$745.00

Agreement

This invoice is only being generated for illustrative purposes of a discussed agreement between Eagle County and the Town of Eagle for service on the Project THOR network. Prices, terms, and conditions are subject to change



Your signature below acknowledges that you have read, understand and accept the terms of this Service Order Form. This Service Order Form is subject to the terms and conditions of the Master Contract referenced above between the companies below, including the term length displayed on this form, and that you are duly authorized to execute and deliver this Service Order as of the date set forth below. It is agreed that the complete agreement for these services consists of this Service Order Form (and any other approved Service Order Forms) and the Master Contract.

Approved by:

Eagle County:

Signed: _____

Print:

Title:

Date:

Town of Eagle

Signed: _____

Print:

Title:

Date:



To: Mayor and Town Council

From: Jenny Rakow, Town Clerk

Date: September 22, 2020

Agenda Item: Resolution 62, Series 2020, "A Resolution of the Town of Eagle Extending the Declared Local Disaster Emergency"

REQUEST: Staff is requesting that the Town Council review a proposal to extend the Local Disaster Emergency through November 11, 2020.

BACKGROUND: On March 10, 2020, the Governor of the State of Colorado recognized the COVID-19 pandemic and declared a state of emergency by Executive Order D 2020 018 and on March 15, 2020, Mayor McKibbin declared a disaster emergency in and for the Town of Eagle, Colorado, pursuant to the Colorado Disaster Emergency Act, C.R.S. § 24-33.5- 701, et seq. (the "Act");

ANALYSIS: The emergency conditions caused by the COVID-19 pandemic, as defined by C.R.S. § 24-33.5-702, persist and require additional and sustained action by the Town. While still unknown, financial assistance can be sought if a "Local Disaster Emergency" is properly declared and filed. This Resolution is intended to fulfill requirements related to assistance. The declaration has to be extended every 30 days.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: Budget impacts of COVID-19 are being provided to the Council.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This policy aligns with the following standards:

Protecting Public Health, Safety, and the Environment – the Town is committed to protecting the well-being of its people and the community using Sound Finances and Increased Efficiency.

RECOMMENDED ACTION OR PROPOSED MOTION: MOTION TO APPROVE CONSENT AGENDA.

ATTACHMENTS:

1. 62 Emergency Cont-Reso

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 62
(Series of 2020)

A RESOLUTION OF THE TOWN OF EAGLE EXTENDING THE DECLARED LOCAL DISASTER EMERGENCY

WHEREAS, on March 10, 2020, the Governor of the State of Colorado recognized the COVID-19 pandemic and declared a state of emergency by Executive Order D 2020 018;

WHEREAS, on March 15, 2020, Mayor McKibbin declared a disaster emergency in and for the Town of Eagle, Colorado, pursuant to the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701, *et seq.* (the "Act");

WHEREAS, on March 19, 2020, by Resolution No. 12, the Town Council ratified the Mayor's declaration and made a declaration of emergency effective for 30 days;

WHEREAS, by Executive Order D 2020 003, amended by Executive Orders D 2020 018, D 2020 032, D 2020 058, D 2020 076, D 2020 109, D 2020 125, D 2020 152 the Governor of the State of Colorado amended and extended the State's emergency declaration until September 4, 2020; and

WHEREAS, the emergency conditions caused by the COVID-19 pandemic, as defined by C.R.S. § 24-33.5-702, persist and require additional and sustained action by the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TOWN OF EAGLE, COLORADO, THAT:

Section 1. Effective September 22nd, 2020 the declaration of a disaster emergency in and for the Town of Eagle, a copy of which is attached, is extended to November 11th, 2020.

Section 2. Pursuant to C.R.S. § 24-33.5-709(1), this Resolution shall be given prompt and general publicity and shall be filed promptly with the Town Clerk, the Eagle County Clerk and Recorder and the Colorado Office of Emergency Management.

INTRODUCED, READ, PASSED AND ADOPTED ON SEPTEMBER 22, 2020.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

ORDER DECLARING A LOCAL DISASTER EMERGENCY IN AND FOR
THE TOWN OF EAGLE, COLORADO

WHEREAS, the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701, *et seq.* (the "Act"), provides procedures for statewide and local prevention of, preparation for, response to, and recovery from disasters and emergencies;

WHEREAS, pursuant to the Act, an "emergency" is an unexpected event that places life or property in danger and requires an immediate response through the use of state and community resources and procedures, and an "emergency epidemic" is cases of an illness or condition, communicable or noncommunicable, caused by bioterrorism, pandemic influenza, or novel and highly fatal infectious agents or biological toxins;

WHEREAS, pursuant to C.R.S. § 24-33.5-709, a local disaster emergency may be declared unilaterally by the principal executive officer of a political subdivision, here the Mayor;

WHEREAS, pursuant to C.R.S. § 24-33.5-709, the declaration activates the response and recovery aspects of any applicable disaster emergency plans and authorizes the furnishing of aid and assistance under such plans;

WHEREAS, pursuant to C.R.S. § 24-33.5-709(1) the declaration of a local emergency shall not be continued beyond a period of 7 days or removed except by action of the Board of Trustees;

WHEREAS, pursuant to C.R.S. § 24-33.5-709(1), any order declaring, continuing, or terminating a local disaster "shall be given prompt and general publicity and shall be filed promptly with the shall be filed promptly with the county clerk and recorder, the clerk...and with the office of emergency management"; and

WHEREAS, because of the COVID-19 pandemic, which was recognized by the Governor of the State of Colorado on March 10, 2020, the Town is suffering and has suffered a disaster emergency as defined in the Act.

NOW, THEREFORE, IT IS HEREBY ORDERED, on this 15th day of March, 2020, that a disaster emergency is declared in and for the Town of Eagle, Colorado, beginning on this day and ending the March 22, 2020, unless extended by action of the Board of Trustees.

IT IS FURTHER ORDERED that this Order shall be given prompt and general publicity, filed immediately with the Town Clerk, and a copy of it shall be sent to the Eagle County Clerk and Recorder and the Colorado Office of Emergency Management.

TOWN OF EAGLE, COLORADO



Anne McKibbin, Mayor

ATTEST:


Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Mac Hall, PE, Engineering Consultant

Date: September 22, 2020

Agenda Item: Resolution 65-2020, A resolution authorizing release of funds in escrow due to completion of public improvements (Haymeadow)

REQUEST: Staff is requesting the Town Council to review and approve the resolution to release a partial draw from the escrow fund for the performance guarantee for the Haymeadow Filing No. 1.

INTRODUCTION: The Town entered into an escrow agreement with Haymeadow Metropolitan District No. 6 (Haymeadow). The Subdivision Improvements Agreement and the Annexation and Development Agreement require the Developer or District to provide a Performance Guarantee in the amount of 110% of the estimated cost of completing the public improvements within the Subdivision. Haymeadow set up and deposited \$6,477,494.01 into an escrow account, which is being administered by the Town. The escrow agreement states that upon completion and inspection of public improvements by the Town Engineer, the Town will release funds in escrow on a no more than a quarterly basis.

ANALYSIS: The Town Engineer has inspected and approved the public improvements completed for the second quarter of 2020. Staff is recommending a draw request of \$1,054,012.75 from the Haymeadow escrow account.

COMMUNITY INPUT: None Required

BUDGET / STAFF IMPACT: Releasing escrow funds has no budget impact, as it is a liability to the Town and not a revenue or expense. It does take additional administrative and engineering staff time to implement partial performance guarantee releases on a quarterly basis, instead of when the public improvements are complete for an entire project.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Major Objective #5 – Stimulate Economic Vitality and Development

Major Objective #5 – Improve Housing Availability and Affordability

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** adoption of resolution 65-2020, “A resolution of the Town Council of the Town of Eagle, Colorado, Authorizing release of funds in escrow due to completion of public improvements.”

ATTACHMENTS:

- Resolution 65-2020
- Contractor’s Pay Application-5: Draw Request – Approved by Town’s Engineering Consultant

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 65
(Series of 2020)

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
AUTHORIZING RELEASE OF FUNDS IN ESCROW DUE TO COMPLETION OF PUBLIC
IMPROVEMENTS (HAYMEADOW)

WHEREAS, on May 22, 2019, the Town entered into an Escrow Agreement with the Haymeadow Metropolitan District No. 6 (the "District") related to the escrow of funds for the performance guarantee for the public improvements associated with Haymeadow Filing No. 1 (the "Project");

WHEREAS, pursuant to the Escrow Agreement, as amended, the Developer deposited \$6,477,494.01 (the "Escrow Funds") with a selected Escrow Agent;

WHEREAS, Section 2 of the Escrow Agreement provides that, upon completion of the improvements and final inspection and acceptance by the Town Engineer, the Town Council may authorize a disbursement of Escrow Funds;

WHEREAS, on July 29, 2020, the Town received a draw request from the District in the amount of \$1,054,012.75 (the "Draw Request"); and

WHEREAS, the Town Engineer inspected the Project and found no deficiencies in the completed public improvements associated with the draw request, and has recommended approval of the Draw Request.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TOWN OF EAGLE, COLORADO, THAT:

Section 1. The Town Council hereby approves the Draw Request and authorizes the release of \$1,054,012.75 from the escrow account established by the Agreement.

INTRODUCED, READ, PASSED AND ADOPTED ON SEPTEMBER 22, 2020.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: September 22, 2020

Re: Town Manager Report

Administration & Organization

Staff continues to work on follow up from the Town Council meetings. Included is a list of items that staff is tracking in October:

- Wastewater/broadband TABOR enterprise ordinance
- Open Space and Recreation Advisory Committee appointments
- Water Conservation and Efficiency Plan
- Official presentation of the 2021 proposed budget

Council Follow Up Status and Running List

- Meet with Scott/Ellen on Eagle Ranch Housing Corp partnership – **In progress**
- Frost Creek Wildlife meeting – **In progress**
- Strategy for STR memo – **In progress**
- Plan for Mobile vending communication – **In progress**
- Set up a LERP sub-committee – **In progress**
- Strategic Plan edits – **In progress**
- Receipt at the end of the year for council salary donations - **Scheduled**
- Make the strategic goals match the objectives – **In progress**
- Future agenda items - **Scheduling**
 - Plastic bag discussion - TREX can convert them into park benches
 - PRV/hydro and annexation of the fairgrounds
- Press release on Capitol Street construction project explaining detours - **Complete**
- Set up tracking spreadsheet for town manager to track council tasks – **Scheduled for October 13**
- Work with Scott on in-person meetings – **Ongoing**

The 2021 Budget development process has started and below is a calendar of where staff is in the process. This list serves as a reminder for the Town Council through the end of the year:

- SAVE THE DATE: September 24 & 29 – CIP and operating budget work sessions with Town Council
- October 13 – 2021 Budget presentation
- October 27 – Public Hearing
- November 10 – Public hearing
- November 24 – Public hearing
- December 8 – Adopt 2021 Budget

COVID-19 Regional Updates – The pandemic continues to take up a lot of time for the entire organization. Below are a few updates on the impacts to the organization:

- The operations for the Town of Eagle remain the same with no changes.
- The County is in the blue phase according to the meter – the threshold is 75 cases per 100,000.
- The County wants to be at green which requires that the number of cases is 50 per 100,000.
- Infections with school is positive and working.
- Most COVID-19 complaints are around organized sports, the state is providing guidance soon.
- The County is working on a revised public health order in 2 weeks to align with the state.

The Open Space and Recreation Advisory Committee and the Eagle Valley Land Trust worked to submit a grant to GOCO for 2021 to fund a Colorado Youth Conservation Corps. crew to assist with making improvements to the Abrams Creek Open Space and provide trail maintenance. Thanks to everyone for helping the staff complete the application.

Economic Development & Planning

Downtown Broadway

- Bonfire Brewery has submitted a request to close portions of 2nd Street as a part of the “Be Our Guest Program”. This closure went into effect Thursday, September 18, and will remain until a date to be determined.
- The Eagle Chamber and Eagle ARTS hosted a successful ARTWalk on September 11. Three blocks were full of vendors, local businesses, artists, and musicians. Town Manager Brandy Reitter and Assistant to the Town Manager Bill Shrum represented the Town at this event.

Highway 6 Corridor Master Plan

- The Town is working with Zehren and Associates to finalize a scope of work and professional service agreement and expect to be completed by October 1.
- Staff will present the agreement to the Town Council on October 13.

Project THOR and Broadband

- The Town met with representatives from Colorado Parks and Wildlife, Northwest Colorado Council of Governments, and Pathfinder Internet to discuss a plan to provide broadband internet to Sylvan Lake State Park. CPW is enthusiastic about the project. The next steps are:
 - A grant request to the Department of Local Affairs is likely in April 2021.
 - The final design for installation in the Town of Eagle is ongoing.
 - Scheduling the construction is a topic for ongoing meetings.

Information Technology

- Work has begun on the technology upgrades to the Council Chambers. Staff anticipates completion by the end of the month. Town Council members will receive surface tablets as part of this upgrade. Training opportunities will be scheduled for the Town Council.

Tourism Grant

- The Town of Eagle Tourism and Branding project will be completed on October 1. A draft of the campaign will be made available to the Town Council on October 13.

River Park

There are a few outstanding issues that the Executive Committee (EC) is working on. Those items are below:

- The UACE site visit on September 14 was successful. The project team is in the process of installing bollards to feature number 4.
- The group conducted a walkthrough of the fish bypass and it was determined that it was constructed per design, and all that is needed is to perform maintenance as a result of the flooding that occurred in 2019.

Outreach & Meetings – *Updates on participation in community outreach opportunities, regional/community meetings, and project-specific meetings.*

- September 24 – Budget Work Session: Capital Improvement Program
- September 29 – Budget Work Session: Operations
- September 30 – COVID-19 Manager's Taskforce

Sincerely,



Brandy Reitter
Town Manager



To: Town Council

From: Chad Philips, Director, Community Development Department
Angie Kyle, Administrative Technician II, Community Development Department

Date: September 22, 2020

Agenda Item: Planning and Zoning Commission Appointments

REQUEST:

Staff request that the Town Council review applications, hold interviews, and approve two (2) Planning and Zoning Commission members from four (4) applicants Kyle Hoiland, Charlie Perkins, Gary Scanlon, and Benjamin “Keegan” Winkeller

INTRODUCTION:

Staff has scheduled four interviews for the purpose of filling two (2) vacancies on the Planning and Zoning Commission.

Charlie Perkins and Kyle Hoiland have expiring terms as of June 12, 2020 (Perkins) and Sept 27, 2020 (Hoiland). Charlie Perkins and Kyle Hoiland are seeking reappointment to the Town of Eagle Planning and Zoning Commission.

Please see the attached letters of interest and resumes from the two current Commissioners and two candidates that responded to our advertisements in August 2020 regarding openings on the Commission.

1. Charlie Perkins
2. Kyle Hoiland
3. Gary Scanlon
4. Benjamin “Keegan” Winkeller

ANALYSIS:

Attendance. Current Commissioner Attendance as of August 2019 out of a total of 18 meetings: Kyle Hoiland was absent six of those meetings and Charlie Perkins was absent six of those meetings.

Advertisement. The two positions on the Planning and Zoning Commission of regular members have been advertised in the Vail Daily, on the Town's website and social media. Two applications were received for the positions by Gary Scanlon and Benjamin Winkeller.

Regular and Alternative Members. If Town Council decides not to reappoint, Robert Townsend would replace one of the departing members leaving one Regular Position and one Alternate Position to be filled in accordance with Section 2.24.020.(D)

Issues with the Current P&Z Terms Schedule. Sometime in the past, the terms and expiration dates of P&Z members have been modified resulting in the current expiration schedule having unintended problems. Of the 8-member commission, 6 member's terms expire in the same year and the term expiration dates vary throughout the year. Staff is requesting that the two newly appointed terms expire on February 28, 2023 instead of the standard four-year term identified in Section 2.24.020 (A) which will result in the intended staggering of terms and consistency of term expiration. If Council agrees, the result would be three (3) groups of commissioners, each group expiring in different years. All expiration times would be on the same date year-to-year.

The terms of the existing Planning and Zoning Commission members are:

Matthew Hood, Chair:	term expires 7/22/2022
Jesse Gregg:	term expires 7/22/2022
Vacant	term expires 2/28/2023 - proposed
Vacant	term expires 2/28/2023 - proposed
Brent McFall, Vice Chair:	term expires 2/28/2024
Bill Nutkins:	term expires 2/28/2024
Lani Webb:	term expires 2/28/2024
Robert Townsend, Alternate:	term expires 2/28/2024

Resolution: The attached resolution is in draft form, pending Council decision. The final version will be presented for the Mayor's signature following the approval made by the Town Council.

APPOINTMENT OPTIONS:

Reappointment:

Kyle Hoiland and Charlie Perkins are hereby reappointed to the Town of Eagle Planning and Zoning Commission as regular members with terms expiring on February 28, 2023.

OR

Appointment of New Members:

Appoint _____ to the Town of Eagle Planning and Zoning Commission as a regular member and _____ to serve First Alternate with terms to begin on October 6, 2020 and ending February 28, 2023. Robert Townsend is hereby reclassified from Alternate to Regular member.

OR

Reappointment of one (1) and appointment of one (1):

Reappoint _____ to the Town of Eagle Planning and Zoning Commission as a regular member and _____ to serve First Alternate with terms to begin on October 6, 2020 and ending February 28, 2023. Robert Townsend is hereby reclassified from Alternate to Regular member.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to approve A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, APPOINTING ____ AND ____ TO FILL VACANCIES ON THE TOWN OF EAGLE PLANNING AND ZONING COMMISSION.

Angie Kyle

From: Charlie Perkins
Sent: Tuesday, September 1, 2020 11:34 AM
To: Angie Kyle
Cc: Charlie Perkins
Subject: Planning and Zoning Commission new term

Categories: P&Z Commission

To : Town of Eagle Council Members and Town of Eagle Planning Staff:

I am writing to inform you of my desire to serve one more **final** term as planning commissioner for the Town of Eagle. The reasons and why are as follows:

Eagle as Community

I have resided in Eagle a little over 6 years, and grew up as a young man in a town of 10,000 people. Eagle and its citizens closely resemble my old home town...where everyone knows you, politeness abounds, and folks are approachable and friendly. This dynamic is what makes Eagle such an enjoyable place to live....and offers me the opportunity to give back to the community through my service as Planning Commissioner.

Architectural and Planning Experience

My profession is architecture and planning, and I have over 40 years of experience. This provides me with added insight into land use files, planning decisions, and most importantly the recognition that the decisions we make as a collective body...have lasting impact to our community, both aesthetically and economically. I do not take lightly the challenges before us, as Eagle continues through this extraordinary growth cycle.

Downtown Eagle

Downtown Eagle has always captivated me....the history, the architecture of older buildings, Broadway, Wall, and Capital Streets, and of course the River. After a recent trip to downtown Salida Co....I came away with the observation that there's no reason why downtown Eagle cant capture the same vibrancy, pedestrian activity and economic vitality that Salida enjoys...albeit at a smaller scale.

I support the Downtown Development Authority initiative and certainly hope to be involved in the Highway 6 corridor study...,with a focus on safety, traffic speeds, and the relationship of downtown street ingress/ egress to Highway 6....many opportunities abound for Highway 6 to become something extremely nice for our community.

Housing

We have made tremendous strides in offering affordable Housing a reality in Eagle County...with more work to be done in Eagle...I support housing for lower income individuals..and would like to see a critical mass of folks in our downtown area...thus supporting retail endeavors in our CBD.

I rent my home...and know personally how hard it is to find affordable housing for single people who wish to not have a room mate....Hockett Gulch and Broadway Station hopefully will alleviate some of the hardships this group of people face.

Looking Forward

Eagle is positioned well for growth, and we have a wonderful asset in the railway that runs through the valley.. I am a proponent of easing traffic congestion and carbon footprint on I-70....and in my lifetime hope to see the railway utilized as efficient transportation for valley residents. Eagle should anticipate this in our planning efforts...although this is something that may not occur for years....

Conclusion

I hope to further the goals and objectives of our community by utilizing my experience and forged relationships with community members, chamber of commerce, and various folks who share an optimistic view of the potential for our town....In short.... I love Eagle and wish to continue giving back.

Thanks to Council, Brandi, Chad and all who strive to make Eagle an enjoyable and prosperous place to live.

Charlie Perkins

Angie Kyle

To: Kyle Hoiland
Subject: RE: P&Z Commissioner Interview - Sept 8th Town Council Meeting

From: Kyle Hoiland <kyle.hoiland@townofeagle.org>
Sent: Sunday, August 30, 2020 5:45 PM
To: Angie Kyle <angie.kyle@townofeagle.org>
Subject: Re: P&Z Commissioner Interview - Sept 8th Town Council Meeting

Good evening Angie,

Thanks for the email & heads up on the interview. Here's my narrative for re-appointment to the Planning & Zoning Commission:

"I have lived in Eagle for 20 years and for 20 years I have been involved in our community. For the past 4 years I have served our community on the P&Z Commission and am familiar with the processes of the Commission & applications. I have built a rapport with the other Commissioners, as well as the current Comm Dev staff and have really enjoyed working with this group. Additionally, I want to have a positive impact on our community by addressing housing issues and working with staff & applicants to help increase our housing inventory, and preferably, increasing our affordable housing options.

As our community continues to grow, it will be important to balance our housing needs with the expected population growth. I consider myself a balanced & objective Commissioner and would like to continue that perspective for the next 4 years.

Thank you for your consideration of my re-appointment."

Let me know if you need anything else.

Regards,

Kyle

August 18, 2020

Dear Mr. Phillips,

I would like to offer my services for one of the open positions on the Planning and Zoning commission. When I retired from real estate development in 2016 and moved to Colorado, I selected the Town of Eagle as my home because it is a well planned community which offers services, jobs, safety, outdoor activities, and proximity to world class recreation and cultural venues. I was attracted by the quality of the developments which have occurred over the past 20 years and hope to see future planned growth with quality developments.

My education includes a bachelor's degree in civil engineering from the Ohio State University and a Masters in Business Administration from the University of Dayton. My career includes 15 years in the construction industry and 30 years in real estate development. I have obtained approvals and developed projects in over 50 different communities throughout the country, which has given me a vast knowledge of zoning codes and the importance of compliance with the codes. I passionately believe that a zoning variance should not be granted unless it meets the conditions spelled out in the zoning code.

Since moving to Eagle, I have been an active volunteer in the community. I am an Election Judge for Eagle County, an usher at Bravo Vail and at the Vilar PAC, an ambassador at Eagle Ranch Golf Club, a volunteer at the Birds of Prey races and the Go Pro Mountain Games. I believe that I can be an asset to the Town of Eagle by serving on the Planning and Zoning Commission.

Let me know if I can provide further information or schedule a time to meet with you.

Sincerely,

Gary Scanlon

1720 Montgomerie Cir

Eagle, CO 81631

937-673-4751

Angie Kyle

From: Jenny Rakow
Sent: Tuesday, August 18, 2020 6:51 PM
To: Chad Phillips; Angie Kyle
Subject: Fwd: Online Form Submittal: Town Council, Planning Commission & Committee Application Form

This appears to be planning commission application.

Get [Outlook for iOS](#)

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, August 18, 2020 5:41:53 PM
To: Clerk Group <clerk@townofeagle.org>; Brandy Reitter <brandy.reitter@townofeagle.org>
Subject: Online Form Submittal: Town Council, Planning Commission & Committee Application Form

Town Council, Planning Commission & Committee Application Form

Select the Council, Planning & Zoning Commission
Commission, or Committee
applying for

PERSONAL INFORMATION

First Name	Gary
Last Name	Scanlon
Address1	1720 Montgomerie Cir
Address2	PO BOX 2057
City	Eagle
State	CO
Zip	81631
Email Address	gscanlon22@gmail.com
Contact Phone Number	937-673-4751
Business Address	<i>Field not completed.</i>
Business Phone Number	<i>Field not completed.</i>
Occupation	<i>Field not completed.</i>

ELIGIBILITY AND RESIDENCY INFORMATION

Are you a United States citizen? Yes

Have you been an Eagle resident no less than 12 consecutive months? Yes

Length of Residency in Eagle 4 1/2 years

Are you a registered voter and eligible to vote in the Colorado General Election? Yes

EDUCATION AND HOBBIES

High School McNicholas High School, Cincinnati, OH

College Ohio State University and University of Dayton

Trade or Business School *Field not completed.*

Hobbies Golf, skiing, hiking, snowshoeing, volunteering, activities with children and grandchildren

ORGANIZATION MEMBERSHIP INFORMATION

Are you or have you served on other Boards, Commissions, or Committees? No

If yes, which have not served on town of Eagle boards, commissions, etc

Please list organization memberships and positions held See cover letter for current activities

Please List Areas of Special Interest I want to see the Town of Eagle grow with well planned quality projects.

(Section Break)

ADDITIONAL QUESTIONS

1. What opportunities does the Town of Eagle have? The Town can control its destiny with long range planning and good decision making. By well thought out zoning and annexations, the town can become more than a bedroom community to the up valley ski resorts. We should create opportunities for residents to live, work, and play in Eagle.

2. What challenges currently exist in the Town of Eagle?

The Town needs more good jobs and services and better infrastructure. I am pleased that we are increasing our water treatment facility to handle growth, but we need to address the increasing traffic congestion and the problems that can come with growth.

The Town's proximity to I-70 is an advantage, but we need to limit the number of highway related businesses such as motels and gas stations and fast food and instead focus on attracting companies with higher paying jobs.

3. As a Council/Committee Member, how would you approach these challenges?

Any new development should comply with the land use plan and zoning code and address infrastructure adequacy. Growth of the town is inevitable, so every proposed development must be reviewed with care.

CONFLICT AND DISCLOSURES

Nominations and appointments may require individuals to complete and sign an Affidavit of Acceptance and Conflict of Interest Disclosure forms. The Town Clerk will make these available when appropriate and necessary.

Please attach a cover letter or experience information

[Cover letter pdf.pdf](#)

Email not displaying correctly? [View it in your browser.](#)

B. KEEGAN WINKELLER, ARCHITECT

0172 Longview Ave, Eagle, CO 81631 | (970)306-2175 | keegan@bkwarch.com

DESIGN THEORY

My passion for design draws from a diverse experience in world travel, art and construction resulting in high-quality, well balanced and cost-effective design solutions. My distinctive projects integrate timeless, bold designs infused with contemporary influences and make people more attuned with their mountain surroundings. I encourage collaboration and carefully curate functional homes that inspire a balanced lifestyle.

COMPUTER SKILLS

Proficient in AutoCAD, Revit, 3D Studio Max, Indesign, Photoshop, Acrobat, Word, Excel, and Bluebeam. Capable of self-learning computer programs with minimal learning curve.

EXPERIENCE

- | | | |
|--------------------------|---|--|
| July 2019- Present | Owner/Principle, BKW Architects, LLC | <i>Eagle, Colorado</i> |
| | <ul style="list-style-type: none">· Specializing in high end custom residential homes throughout the US and the Caribbean. Designing luxurious resort homes with a common goal to bring balance to each unique project and site. Utilizing latest technology for better client communication and simplified design process.· Creating comprehensive construction documents | |
| February 2005- June 2019 | Architect/Project Manager, Berglund Architects, LLC | <i>Edwards, Colorado</i> |
| | <ul style="list-style-type: none">· Manage the architectural design process for high end custom residential projects from Conceptual Design to Construction Documents and Construction Observations.· Responsible for client relations and design approvals for all levels of local jurisdictions· Managed interoffice organization, architectural drafting standards, billing, in-house IT repair and coordination, and training | |
| October 2000- May 2007 | Sergeant of Marines, U.S. Marine Corps | <i>Buckley Airforce base, Aurora, Colorado</i> |
| | <ul style="list-style-type: none">· Deployed to Iraq in 2006-2007 for Operation Iraqi Freedom.· Attached to 4th Civil Affairs Group (CAG) to work with the Iraqi people to provide them with everything they need to survive and redevelop the Iraqi infrastructure.· Worked with local contractors to develop water treatment plants, medical facilities, school, and electrical infrastructure. | |
| May 2000 - August 2004 | Journeyman Carpenter, Wink Construction | <i>Vail, Colorado</i> |
| | <ul style="list-style-type: none">· Specializing in remodel construction, tasked with foundations, framing, and finish carpentry· Always completed projects ahead of schedule or on time | |

EDUCATION

2001-2005	Environmental Design with emphasis in Architecture, University of Colorado, Boulder, Colorado
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2015	Licensed Architect, AIA, Colorado
2018	Certified Quality Assurance Technician, CQAT

REFERENCES

Stephanie Lord-Johnson	Principle - Berglund Architects, LLC (970)471-2348 stephanie@berglundarchitects.com
John Perkins	Principle - JMP Architects, LLC (970)471-2348 perk.jmparchitect@gmail.com

Print

**Town Board (vacancies only), Commission or Committee Application Form -
Submission #1504**

Date Submitted: 2/13/2020



Select the Board, Commission, or Committee applying for*

Planning & Zoning Commission ▼

PERSONAL INFORMATION

First Name*

Benjamin

Last Name*

Winkeller

Address1*

172 Longview Ave

Address2

PO Box 5874

City*

Eagle

State*

CO

Zip*

81631

Email Address*

keegan@bkwarch.com

Contact Phone Number*

970-306-2175

Business Address

172 Longview Ave

Business Phone Number

970-306-2175

Occupation

Architects

RESIDENCY INFORMATION**Length of Residency in Eagle**

8 years

Are you a registered voter

☒ Yes

☐ No

EDUCATION AND HOBBIES**High School**

Battle Mountain

College

University of Colorado at Boulder

Trade or Business School

Hobbies

Running, Kayaking, Skiing

ORGANIZATION MEMBERSHIP INFORMATION

Are you or have you served on other Boards, Commissions, or Committees?

☐ Yes

☒ No

If yes, which

Please list organization memberships and positions held

As a new business this is my first opportunity to be part of an organization outside of my full time employment.

Please List Areas of Special Interest

Architecture, Planning and Construction

PLANNING COMMISSION QUESTIONS

1. What opportunities does the Town of Eagle have?

The Town of Eagle is an engaged, family-friendly community that provides an amazing mountain lifestyle. Nearby ski resorts like Vail and Beaver Creek, Eagle also has world class mountain biking, hiking, fishing, camping and even a whitewater park in our back yard. News is spreading providing a huge opportunity for the heart of Eagle to grow.

2. What challenges currently exist in the Town of Eagle?

The Town of Eagle is a growing community, however it seems the boundaries (Reserve at Hockett Gulch for example) are developing at a faster rate than the city centers. Capital has too many vacant street-level storefronts and Broadway has buildings that are falling apart. This atmosphere isn't appealing to business owners looking for space. These core centers should be full of retail shops, restaurants and daily visitors.

3. As a Commissioner, how would you approach these challenges?

As a Commissioner, my largest goal will be to create a unique downtown atmosphere similar to Salida, Carbondale and Glenwood Springs. I believe this can be done by:

1. I will push for town legislation that provides incentives to developers to improve their buildings in the heart of Eagle creating a unique charm for locals and visitors to enjoy.
 2. Elevate support for existing building owners on Capitol and Broadway to fill their street level storefronts with retail/restaurant spaces that will add energy in the heart of Eagle. I will explore ways in which we can discourage building owners from having vacant storefronts for extended periods of time.
 3. I will explore ways in which local businesses can engage and capitalize on our community events.
- With a strong town core, we will have a greater sense of community and connection. Limiting sprawling development would protect our finite mountain resources that draw people to our community for both short and long-term stays.

Attach Resume

Keegan Winkeller Resume.pdf

Please attach resume in .pdf format.

RESOLUTION NO. 61
(Series of 2020)

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
APPOINTING ____ AND ____ TO FILL VACANCIES ON THE TOWN OF EAGLE
PLANNING AND ZONING COMMISSION.**

WHEREAS, Charlie Perkins and Kyle Hoiland have expiring terms as of June 12, 2020 (Perkins) and Sept 27, 2020 (Hoiland). Charlie Perkins and Kyle Hoiland are seeking reappointment to the Town of Eagle Planning and Zoning Commission and

WHEREAS, the positions of regular members have been advertised in the Vail Daily, on the Town's website and social media seeking applicants; and

WHEREAS, two applications were received in interest for the positions by Gary Scanlon and Benjamin Winkeller; along with Charlie Perkins and Kyle Hoiland also seeking interest; and

WHEREAS, subsection (A) of Section 2.24.020 of the Eagle Municipal Code provides that the Town Planning and Zoning Commission shall consist of seven members appointed by the Town of Eagle Town Council. The term of the appointed members of the Commission shall expire on **February 28, 2023** or until the successor takes office; and

WHEREAS, subsection (D) of Section 2.24.020 of the Eagle Municipal Code provides that if the vacancy is of a regular member, the First Alternate shall fill the remainder of the unexpired term and a new First Alternate shall be appointed by the Town Council.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO:

Section 1. That _____ is hereby appointed to the Town of Eagle Planning and Zoning Commission as a regular member and _____ to serve First Alternate with terms to begin on October 6, 2020 and ending February 28, 2023.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado held on September 8, 2020.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: September 22, 2020

Agenda Item: Mountain Recreation: Haymaker Trailhead Improvements Draft Phasing Plan

REQUEST:

Staff requests that the Town Council review Mountain Recreation's draft phasing plan proposal for improvements to the Haymaker Trailhead.

INTRODUCTION:

Over the last 2 years, the Town of Eagle and Mountain Recreation have collaborated on planning improvements to the Pool and Ice Rink as well as the Haymaker Trailhead. The process included public outreach and a prioritization exercise that resulted in a phasing plan. Mountain Recreation is in the process of finalizing the phasing plan and wants to solicit feedback from the Town Council before finalizing the proposal. This is the final step before Mountain Recreation can begin its capital campaign to raise money for the phased improvements. Included below is the proposed phasing plan for the Town Council to review. Mountain Recreation's board is okay with the proposed phasing plan.

ANALYSIS:

Proposed Phasing Plan:

Phase One: (\$28 million estimate)

- Relocate the outdoor pool
- Add two court gymnasiums with walking track at ground level
- Add a year-round indoor fitness space
- Add multipurpose room spaces
- Add parking as required by code (prefer gravel or millings if possible, at first or only just the parking by the playground and facility)
- Add office spaces for Mountain Recreation staff if funding allows
- Add outdoor restroom facility by the trailhead and bike park

Phase Two Indoors: (\$19 million estimate) – timing of this will be dependent on funding

- Improve team locker rooms
- Add second sheet of ice

Phase Three Outdoors: (Estimates forthcoming)

- Add bike skills area

- Add playground
- Add shelter/shade structure
- Add skate park

Phase Four - Outdoors: (Estimates forthcoming)

- Add pickleball to tennis court area
- School/rec site parking, if that is still a school/rec site (needs to consider Mtn bike racecourse and spectator needs and can be gravel/millings)
- Add field and irrigation (no lighting)
- Add woonerf, Haymaker gateway, and landscaping

COMMUNITY INPUT:

Community input is not required with this proposal.

BUDGET / STAFF IMPACT:

There is no budget or staff impact from this proposal.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal aligns with the following business values and strategic goals in the new Strategic Plan:

Major Objective: Focus on Recreation, Events, and Open Space – The collaboration with Mountain Recreation on this project, if successful will result in expanding recreational opportunities in the Town of Eagle. The public provided input on their desire to increase amenities on the campus. Improvements to the Haymaker Trailhead will result in the highest and best use of the Town's property.

RECOMMENDED ACTION OR PROPOSED MOTION:

Give feedback to Mountain Recreation on the proposed phasing plan.

ATTACHMENTS:

- None.



To: Mayor and Town Council

From: Chad Phillips, A.I.C.P., Director, Community Development Department

Date: September 22, 2020

Agenda Item: AN18-01 Hockett Gulch Annexation

REQUEST: Re-assignment of the Reserve at Hockett Gulch Annexation Agreement, specifically the approval of the proposed *Assignment and Assumption of Annexation Agreement*.

BACKGROUND: On September 10, 2019 the Reserve at Hockett Gulch Annexation was approved by the Town of Eagle. Along with the annexation was the approval, signing, and recording of the Annexation Agreement (attached). Signatories of the agreement included the Town and BCP – Eagle, LLC, as Developer. Recently, BCP – Eagle LLC has contacted the Town regarding re-assignment of the Annexation Agreement to a new Developer, EPOCH GCH HOCKETT GULCH HOLDINGS LLC, a Colorado limited liability company. The sale of the Reserve at Hockett Gulch property is pending. Information regarding the Town’s approval of the Reserve at Hockett Gulch project can be reviewed at the Community Development website: <https://www.townofeagle.org/707/Approved-Land-Use-Files>

ANALYSIS: The following sections of the agreement are taken into consideration when processing this re-assignment:

- 14.g. *Modification*. This agreement may only be modified upon written Agreement of the Parties.
- 12.h. *Assignment*. Neither this Agreement nor any of the rights or obligations of the Parties hereunder shall be assigned by either Party without the written consent of the other.

The attached *Assignment and Assumption of Annexation Agreement* and *Approval Resolution* have been reviewed by the Town Community Development staff and Town Attorney and are presented for approval.

COMMUNITY INPUT: None received.

BUDGET / STAFF IMPACT: N/A

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: N/A

RECOMMENDED ACTION OR PROPOSED MOTION: Move to approve the *Assignment and Assumption of Annexation Agreement* and A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING AN ASSIGNMENT AND ASSUMPTION OF ANNEXATION AGREEMENT BETWEEN BCP-EAGLE I, LLC, EPOCH GCH HOCKETT GULCH HOLDINGS LLC AND THE TOWN OF EAGLE with the finding of fact that all conditions regarding the reassignment of the Annexation Agreement have been fulfilled.

ATTACHMENTS:

- September 10, 2019 Annexation Agreement
- Proposed Assignment and Assumption of Annexation Agreement
- Approval Resolution
- Landowner Request for Re-Assignment
- Epoch Residential Overview

**TOWN OF EAGLE, COLORADO
ORDINANCE NO. 15
(Series of 2019)**

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO ANNEXING TO THE TOWN CERTAIN UNINCORPORATED TERRITORY LOCATED IN EAGLE COUNTY AND APPROVING THE ASSOCIATED ANNEXATION AGREEMENT (RESERVE AT HOCKETT GULCH)

WHEREAS, on March 7, 2018, the owner of the unincorporated territory located in Eagle County and described in the attached **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property") filed a petition for annexation of the Property to the Town;

WHEREAS, by resolution adopted on March 13, 2018, the Board of Trustees found the petition to be in substantial compliance with C.R.S. § 31-12-107(1);

WHEREAS, on September 10, 2019, the Board of Trustees conducted a properly-noticed public hearing and determined that the Property is eligible for annexation to the Town; and

WHEREAS, the Board of Trustees finds that it is desirable and necessary that the Property be annexed to the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. The Property is hereby annexed to the Town. Upon the effective date of this Ordinance, the Property shall become subject to the jurisdiction of the Town.

Section 2. Prior to the effective date of this Ordinance, the Town Clerk shall file for recording three certified copies of this Ordinance and three copies of the Annexation Map with the Eagle County Clerk and Recorder, and shall keep one copy of the Annexation Map and the original of this Ordinance in the Town Clerk's office.

Section 3. The Town Clerk shall request that the Eagle County Clerk and Recorder file one certified copy of this Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs and the same with the Colorado Department of Revenue.

Section 4. The Annexation Agreement is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Annexation Agreement on behalf of the Town.

Section 5. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or

parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 6. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

Section 7. Effective Date. This Ordinance shall take effect 30 days after publication following adoption.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON SEPTEMBER 10, 2019.

TOWN OF EAGLE, COLORADO



Anne McKibbin, Mayor

ATTEST:



Jenny Rakow, Town Clerk



EXHIBIT A

Legal Description

HISTORIC LEGAL DESCRIPTION:

A TRACT OF LAND DESIGNATED THE "MONTGOMERY TRACT", LOCATED IN TRACTS 49 AND 50 OF SECTIONS 5 AND 6 RESPECTIVELY IN TOWNSHIP 5 SOUTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN IN THE COUNTY OF EAGLE, STATE OF COLORADO. SAID TRACTS 49 AND 50, DESIGNATED UNDER THE INDEPENDENT RESURVEY OF TOWNSHIP 5 SOUTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN APPROVED BY THE SURVEYOR GENERAL'S OFFICE IN DENVER, COLORADO ON JUNE 20, 1922, WERE ORIGINALLY DESCRIBED AS THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4SW1/4) AND THE SOUTH HALF OF THE SOUTHWEST QUARTER (S1/2SW1/4) OF SECTION 5, AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4SE1/4) OF SECTION 6 RESPECTIVELY OF TOWNSHIP 5 SOUTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO, SAID MONTGOMERY TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 1, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR A FENCE LINE AND AN IRRIGATION DITCH, CAP IS MARKED "CORNER NO. 1 MONTGOMERY TRACT" FROM WHICH CORNER NO. 1 OF SAID TRACT 49 IN SECTION 5 OF TOWNSHIP 5 SOUTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN BEARS NORTH 47 DEGREES 02 MINUTES 40 SECONDS EAST 586.87 FEET DISTANT; THENCE NORTH 72 DEGREES 59 MINUTES 30 SECONDS WEST 730.29 FEET TO CORNER NO. 2, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR THE SOUTHERLY RIGHT OF WAY FENCE LINE OF U.S. HIGHWAY NO. 6 & 24, AS IT NOW EXISTS, CAP MARKED "CORNER NO. 2 MONTGOMERY TRACT", THENCE SOUTH 84 DEGREES 01 MINUTES 40 SECONDS WEST 937.90 FEET TO CORNER NO. 3, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR A FENCE JUNCTION WITH THE SOUTHERLY RIGHT OF WAY FENCE LINE OF U.S. HIGHWAY NO. 6 & 24, AS IT NOW EXISTS, CAP IS MARKED "CORNER NO. 3 MONTGOMERY TRACT", THENCE SOUTH 40 DEGREES 59 MINUTES 30 SECONDS EAST 807.75 FEET TO CORNER NO. 4, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR A FENCE LINE, CAP IS MARKED "CORNER NO. 4 MONTGOMERY TRACT"; THENCE SOUTH 74 DEGREES 47 MINUTES 20 SECONDS EAST 1527.39 FEET TO CORNER NO. 5, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR THE JUNCTION OF TWO FENCE LINES, CAP IS MARKED "CORNER NO. 5 MONTGOMERY TRACT", THENCE NORTH 02 DEGREES 38 MINUTES 10 SECONDS EAST 597.03 FEET TO CORNER NO. 6, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR A FENCE LINE AND IRRIGATION DITCH, CAP IS MARKED "CORNER NO. 6 MONTGOMERY TRACT"; THENCE NORTH 53 DEGREES 19 MINUTES WEST 498.85 FEET TO CORNER NO. 1, THE PLACE OF BEGINNING, COUNTY OF EAGLE, STATE OF COLORADO.

SURVEYED LEGAL DESCRIPTION:

A TRACT OF LAND DESIGNATED THE MONTGOMERY TRACT LOCATED IN TRACTS 49 AND 50 OF SECTIONS 5 AND 6, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN THE COUNTY OF EAGLE AND STATE OF COLORADO AS DESCRIBED IN THE DEED RECORDED IN BOOK 440 AT PAGE 486, ALL BEARINGS SHOWN HEREON BEING BASED ON A BEARING OF N0°33'00"W BETWEEN STREET MONUMENTS FOUND AT 5TH AND BROADWAY AND 2ND AND BROADWAY BOTH BEING 2" BRASS MONUMENTS IN CAST IRON MONUMENT BOXES, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING A CORNER NO. 1 OF THE MONTGOMERY TRACT FROM WHICH A 1-1/2" ALUMINUM CAP WITNESS CORNER, PLS 23089, ON A 5/8" REBAR BEARS N72°59'13"W 60 FEET AND ALSO FROM WHICH CORNER NO. 1 OF TRACT 49, BEING A FOUND 3" ALUMINUM CAP ON ALUMINUM PIPE, PLS NO. 26967 BEARS N47°02'40"E 586.67 FEET; THENCE N72°59'13"W 730.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 6 AND 24, TO A FOUND 2" ALUMINUM CAP ON A NO. 6 REBAR, PLS NO. 23089; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING FOUR COURSES:

9/4/2019

Q:\USERS\EAGLE\RHG\AGR\ANNEXATION-A090419.DOCX

1. 356.57 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1529.01 FEET, A TANGENT OF 179.01 FEET, A DELTA ANGLE OF 13°21'42", AND A CHORD THAT BEARS S74°36'16"W 355.77 FEET;

2. N8°42'53"W 49.89 FEET;

3. 104.29 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1479.08 FEET, A TANGENT OF 52.17 FEET, A DELTA ANGLE OF 4°02'24" AND A CHORD THAT BEARS S83°18'19"W 104.27 FEET;

4. S85°19'31"W 481.28 FEET;

THENCE DEPARTING THE RIGHT OF WAY OF U.S. HIGHWAY 6 AND 24 S40°59'23"E 1.63 FEET TO A FOUND BRAZED CAP, STAMPED "MONTGOMERY TRACT"; THENCE S40°59'23"E 808.14 FEET TO A FOUND 2" BRAZED CAP, STAMPED "MONTGOMERY TRACT"; THENCE S74°48'55"E 1526.35 FEET TO A POINT ON THE TRACT LINE BETWEEN CORNER NO. 1 AND CORNER NO. 6 OF TRACT 49, FROM WHICH CORNER NO. 6, A 3" ALUMINUM CAP ON AN ALUMINUM PIPE, PLS NO. 23089 BEARS S02°33'18"W 14.67 FEET; THENCE ALONG THE 6-1 LINE OF TRACT 49 N02°33'18"E 597.31 FEET; THENCE DEPARTING SAID TRACT LINE N53°18'48"W 497.53 FEET TO THE POINT OF BEGINNING.

ANNEXATION AGREEMENT
(Reserve at Hockett Gulch)

THIS ANNEXATION AGREEMENT (the "Agreement") is entered into and made effective as of the 10 day of September, 2019 (the "Effective Date"), by and between the TOWN OF EAGLE, COLORADO, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town"); and BCP-EAGLE I, LLC, a Colorado limited liability company with an address of 1555 Blake Street, Suite 210, Denver, Colorado 80202 ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, Developer is the owner of the real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, on March 7, 2018, Developer filed a Petition for Annexation with the Town;

WHEREAS, Developer desires to annex the Property to the Town and thereafter intends to develop the Property into a mixed-use project (the "Development"); and

WHEREAS, contemporaneously with the annexation of the Property, the Board is approving a planned unit development for the Property (the "PUD").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the terms under which the Property will be annexed to the Town. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Eagle Municipal Code, as amended (the "Code"), and other applicable law.
2. **Annexation.** The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, as amended.
3. **Rights Reserved.** Nothing in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants.
4. **Zoning.** Developer hereby consents to the zoning of the Property as Planned Unit Development pursuant to Chapter 4.11 of the Code, and as further set forth in the PUD. Notwithstanding any other provision of this Agreement, should the Town fail to approve the PUD, Developer shall be entitled to rescission of this Agreement without any penalty whatsoever.

5. Development Agreement.

a. Prior to the Town issuing the first Development Permit for the Development, Developer shall execute a development agreement with the Town (the "Development Agreement"). The Development Agreement shall include all of the following provisions, at a minimum:

i. *Public Improvements Generally.* A requirement that Developer construct, at its own expense, all public improvements required for the Development (the "Public Improvements"), which requirements shall be determined at the time of submission of the Development Plan application.

ii. *Sylvan Lake Road Improvements.* A requirement that Developer construct the required northbound left hand turn lane into the Development and southbound right deceleration lane into the Development, which shall be the only required improvements on Sylvan Lake Road.

iii. *Grand Avenue Road Improvements.* A requirement that Developer construct the eastbound right deceleration lane into the Development, the eastbound right acceleration lane out of the Development, and the westbound left hand turn lane into the Development, which shall be the only required improvements on Grand Avenue.

iv. *Water Line.* A requirement that Developer install a 16" water line. The Development only requires a 12" water line, but the Town has requested a 16" water line. The Town shall pay for the cost of the upsizing to 16", provided that Developer, prior to construction, shall obtain: a bid from its preferred contractor for construction and installation of the 12" water line; and a bid from its preferred contractor for construction and installation of the 16" water line. The fractional increase between the two bids shall be used to determine the Town's *pro rata* share of the actual costs to install the 16" water line.

v. *Restroom.* A requirement that Developer, at its cost, construct a waterless vault toilet system restroom on a parcel of land owned by the Town and adjacent to Property, as shown on the PUD. The Town may instead require Developer to install a water and sewer-serviced restroom, provided that the cost of designing and constructing the restroom shall be allocated between Developer and the Town as follows: Developer, prior to construction, shall obtain: a bid from its preferred engineer and contractor for the design and construction of the waterless vault toilet system; and a bid from its preferred engineer and contractor for the design and construction of a water and sewer-serviced restroom. The fractional increase between the two bids shall be used to determine the Town's *pro rata* share of the actual costs to install the restroom. In addition, prior to construction, the Town shall grant Developer a temporary construction easement sufficient to allow Developer to construct the restroom on the Town's property. The restroom shall be subject to the Town's standard acceptance and warranty procedures.

vi. *Insurance and Indemnification Provisions.* Standard insurance and indemnification provisions.

vii. *Performance Guarantee.* A requirement that Developer post a performance guarantee to secure the construction of the Public Improvements in a form and amount reasonably acceptable to the Town and in accordance with the Code, as amended.

viii. *Impact Fees.* An acknowledgment that all impact fees to be paid by Developer, including without limitation the street improvement fee set forth in Code § 4.13.220, the fire protection impact fee set forth in Code § 4.13.230, the water plant investment fee required by Code § 12.16.010, and the sewer plant investment fee set forth in Code § 12.36.030, shall be paid prior to issuance of each building permit, under the Code in effect at the time of the building permit application.

ix. *Workforce Housing.* The required workforce housing to be included in the Development as delineated in the PUD and this Agreement.

x. *Maintenance.* Provisions addressing maintenance of open space and landscaping in the Development.

xi. *Open Space.* A requirement that at the time of the recording of the final plat, Parcel OS-1, as described in the PUD, will be conveyed to the Town by special warranty deed, subject to the reservation of any temporary or permanent easements necessary for construction, utilities, debris flow mitigation, drainage and fencing.

xii. *Assignment.* A provision allowing assignment of the Development Agreement to SLR Apartments or an affiliate thereof, or any other future developer of the Property that owns the Property in whole or in part.

xiii. *Other Provisions.* Language reflecting Sections 7, 8, 9 and 11 of this Agreement.

b. With alternates approved by the Board of Trustees in the PUD and this Agreement, the PUD satisfies the municipal and park land dedication required by Code § 4.13.190 and the school land dedication required by Code § 4.13.080, so those dedications need not be addressed in the Development Agreement.

6. Term and Termination.

a. This Agreement shall commence on the Effective Date. If the PUD is not approved by the Town or is successfully challenged, or if the annexation of the Property is not completed, then this Agreement shall be null and void and of no force and effect whatsoever. If the annexation proceeds and the PUD is approved, this Agreement shall terminate as of the effective date of the Development Agreement.

b. If any judicial proceeding or other legal action is brought by a third party, including referendum or initiative, that challenges this Agreement, the annexation of the

Property to the Town, the PUD or any of the Town's resolutions or ordinances approving the annexation of the Property to the Town, this Agreement or the PUD, this Agreement will remain in full force and effect through and until the 31st day following entry of a final, non-appealable order resolving such legal action, unless earlier terminated or modified by a written amendment signed by all Parties. However, to the extent any development permits, building permits, or any other approval necessary for the Development are delayed or withheld due to the legal action described above, any obligations of Developer under this Agreement shall be tolled until resolution of such legal action.

7. Access.

a. *Easement.* The Town, at no cost to Developer, shall grant Developer a non-exclusive easement to Developer for the construction, maintenance, repair, replacement, and other similar items of a road for vehicular and pedestrian ingress and egress from the Development to Sylvan Lake Road, in a location to be mutually determined by the Parties.

b. *Permits.* Developer intends to submit to the Town applications for two access permits for vehicular access and curb cuts on Sylvan Lake Road and Grand Avenue in the approximate locations depicted in the PUD, subject to rules, regulations and guidelines applied by the Town and further subject to public health, safety and welfare concerns. If the applications comply with the Code and other applicable law, the Town agrees to issue such permits, provided that nothing herein shall constitute a waiver of the Town's police power to protect the public health, safety and welfare.

8. Water.

a. *Raw Water Irrigation.* Developer shall install, maintain, operate, repair and replace a raw water irrigation system to provide nonpotable water for irrigation of permanently irrigated landscaped area in the Development, unless Developer is legally prohibited from doing so and provides evidence thereof to the reasonable satisfaction of the Town. Ownership and responsibility for this raw water irrigation system shall belong to Developer, its successors and assigns. If more than one party succeeds to Developer, the parties shall ensure that they continue this operation, maintenance repair and replacement. Code § 12.16.060 currently allows for a raw water irrigation credit toward the equivalent residential units ("EQR") calculation for residential units for assessing the water plant investment fees. The current raw water irrigation credit in the Code is at a rate of 0.25 EQR per 2,500 square feet of permanently irrigated landscaped area, not to exceed 25% of the total EQR. This raw water irrigation credit shall be available for the Development in the event the Developer determines that the raw water irrigation system is not legally prohibited from construction and is either in the process of constructing such system or applying for the necessary permits to do so. Such credit shall be calculated based upon this formula, regardless of any future Code changes, and the applicable water plant investment fees shall be paid at the time building permits are obtained based upon the permanently irrigated landscaped area associated with that building permit. For example, if a building permit is issued for 100 multi-family units, under Code § 12.16.060, this would yield a credit calculated upon a total of 50,000 square feet of permanently irrigated landscaped area –

100 units x 500 square feet of irrigation allowed per unit, which would result in a credit of up to 20 EQR. The amount of permanently irrigated landscaped area must be adequately shown to the building department at the time of permit to support the credit. The Town will grant a revocable license to Developer for installation of the raw water irrigation system across Town property. The Town will also lease back to Developer the water rights necessary to operate the raw water irrigation system.

b. *Housing Credit.* As of the Effective Date, the Code allows for a 50% reduction in water plant investment fees for each local employee residence in the Development (the "Housing Credit"). The Parties hereby agree that the Housing Credit will apply to all for-sale and for-rent local employee residences in the Development that meet the criteria set forth in Section 12 hereof. Notwithstanding the foregoing, the Housing Credit shall be capped at 22.5% of the total for-rent local employee residences located within PUD-1, PUD-2, and PUD-3, as depicted and described in the PUD. The Housing Credit shall remain at 50%, even if the Code is revised after the Effective Date.

c. *Previous Water Rights Dedication.* Developer's predecessor-in-interest previously dedicated a portion of the Property's water rights in Ditch No.3, which resulted in an agreement with the Town, recorded in Eagle County on July 13, 1981 at Reception No. 222183, for a water rights dedication credit of 88.0 EQRs (the "EQR Credit") for purposes of calculating any fees-in-lieu or further water rights dedication requirements that the proposed Development would require beyond the EQR Credit. Upon the effective date of the annexation, Developer shall convey, via Special Warranty Deed, all of its remaining interest in the Ditch No. 3 water right (13.1 acre-feet of historical consumptive use), and the description of the water rights conveyed shall be as follows: "0.5 C.F.S. OUT OF DITCH NO. 3, PRIORITY NO. 52 OUT OF BRUSH CREEK, EAGLE COUNTY, COLORADO, BEING ADJUDICATED IN CIVIL ACTION NO. 294, DECREE DATED DECEMBER 17, 1889." The foregoing conveyance shall satisfy and be utilized for the Development's raw water irrigation system. Developer shall be responsible for paying any and all costs and fees incurred by the Town in pursuing a case in water court to change this remaining interest in Ditch No. 3 to be used for the Development's raw water irrigation system; provided that, other than the payment of such costs and fees, Developer shall not be responsible for the water court litigation or the outcome thereof and the Town shall not require from Developer any additional water rights dedication beyond the 13.1 acre-feet of historical consumptive use available under Ditch No. 3 to satisfy the needs of the raw water irrigation system.

d. *Cash-in-lieu of Water Rights Dedication for Potable System.*

i. After the dedication of Developer's remaining interest in the Ditch No. 3 water right described above for use in the raw water irrigation system, Developer does not have any remaining water rights associated with the Property to dedicate to meet the water rights dedication requirements set forth in Code § 12.26.030. Therefore, Developer shall pay \$3,500 per EQR for 272.5 EQR for a total of \$953,750 (the "Cash in-Lieu").

ii. The Cash-in-Lieu is not an impact fee, because it is paid in lieu of the water rights dedication required by Code § 12.26.030, which is a substitution of cash for buckets of water to ensure that the Town has sufficient cash to purchase water that may be necessary to serve the Development as set forth in Code § 12.26.010.

iii. The Cash-in-Lieu shall be paid upon issuance of the first building permit of the Development, or within one year of the Effective Date, whichever occurs first. To secure the timely payment of the Cash-in-Lieu, Developer shall post an irrevocable letter of credit, in a form approved by the Town Attorney, for the full amount of the Cash-in-Lieu. The letter of credit shall be posted within 7 days of the Effective Date.

iv. Code Chapter 12.26 is a supplemental requirement for annexation pursuant to Code Chapter 4.15 and the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, and is not to be construed as altering, modifying, eliminating or replacing any requirements set forth therein.

9. Grand Ave Improvement Fee. Upon issuance of each building permit for the Development, Developer shall pay a Grand Avenue improvement fee (each a "Grand Ave Improvement Fee") to mitigate the impacts of the Development on vehicular traffic on Grand Avenue. The Grand Ave Improvement Fee shall be based on the number and type of dwelling unit approved pursuant to the subject building permit, and an EQR total shall be calculated for such building permit pursuant to the table of equivalent units provided in Code § 12.16.060 (the "EQR Total"). The EQR Total for each building permit shall then be multiplied by \$3,500, which shall be the Grand Ave Improvement Fee for the subject building permit. The first building permit for the Development shall receive a credit of the EQR Credit against the EQR Total in calculating the Grand Ave Improvement Fee for such building permit (thereby reducing the EQR Total by 88 EQRs).

10. Vested Rights. The PUD, together with any conditions of approval imposed by the Board of Trustees, shall constitute a "Site Specific Development Plan" under the Code and C.R.S. § 24-68-101, *et seq.* Developer shall have a vested property right to undertake and complete the Development and use the Property under the terms and conditions set forth in the PUD. The vested rights shall continue for 7 years after the Effective Date. After expiration of the vested rights term, the vested rights shall be deemed terminated and of no further force or effect. The establishment of vested rights shall not preclude the application of Town regulations of general applicability, including without limitation local improvement districts, building, fire, plumbing, engineering, electrical, and mechanical codes, or the application of regional, state, or federal regulations, as all of the foregoing exist on the Effective Date or may be enacted or amended after the Effective Date.

11. Payment of Improvement Recapture Fees to West Eagle Ranch, LLC.

a. The Parties acknowledge that on or about November 13, 2007, the Town and West Eagle Ranch, LLC entered into a Memorandum of Understanding and Infrastructure Improvements Recapture Agreement (the "Recapture Agreement"). Under the Recapture

Agreement, Developer is required to pay the Town a *pro rata* share of the cost incurred by West Eagle Ranch, LLC for improvements known as the U.S. Highway 6 access improvements (the "Highway 6 Improvements") and certain wastewater improvements (the "Wastewater Improvements"), as described in the Recapture Agreement. While the Recapture Agreement also provides for reimbursement of costs for certain Sylvan Lake Road extension improvements (the "SLR Extension"), the Parties agree that the Development is not benefitted the SLR Extension, and therefore, Developer does not owe any amounts for the SLR Extension.

b. In accordance with the Recapture Agreement, the Town Engineer has calculated the *pro rata* share of the costs of the Highway 6 Improvements as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. Developer's share of the Highway 6 Improvements is \$395,321.64 (the "Highway 6 Recapture Amount").

c. In accordance with the Recapture Agreement, the Town Engineer has calculated the *pro rata* share of the costs of the Wastewater Improvements as set forth on **Exhibit B**. Developer's share of the Wastewater Improvements is \$ 32,382.33 (the "Wastewater Recapture Amount").

d. Upon the issuance of each Development Permit for the Development, Developer shall pay to the Town a proportional amount owed, based on the number of EQRs for that Development Permit (calculated based on the number and type of residential dwelling units approved for each development permit and the schedule of EQRs provided by the Code) multiplied by \$1,080.06. Within 10 days of receipt, the Town will then pay to West Eagle Ranch, LLC, or its successors and assigns, such amount. In no event shall the total amount paid by Developer exceed the sum of the Highway 6 Recapture Amount and the Wastewater Recapture Amount.

e. In the event of a demand by West Eagle Ranch, LLC, to the Town for payment of a lump sum, or in the event of threatened or pending litigation by West Eagle Ranch, LLC, Developer may elect to pay in a lump sum amount all recapture fees due and owing. Developer will cooperate with the Town in taking reasonable actions to defend against any litigation brought by West Eagle Ranch, LLC or its successors and assigns, arising from, related to or as a result of the Parties' agreement that Developer may make payments of the recapture fees concurrently with the approval of building permits instead of upon execution of this Agreement. Developer agrees to pay all costs for the Town's defense in any such litigation, including without limitation reasonable and necessary attorney fees and legal assistant fees, within 30 days of the date of any bill or statement for such fees and costs.

f. The Highway 6 Recapture Amount and the Wastewater Recapture Amount were calculated as though Eagle Ranch, Haymeadow, and the Development were the only developments that benefit from the Highway 6 Improvements and the Wastewater Improvements. It is possible, however, that future developments on newly annexed lands into the Town may also benefit from those improvements and therefore be obligated to pay cost recovery amounts pursuant to the Recapture Agreement. The Town agrees Developer, Haymeadow and West Eagle Ranch, LLC may be entitled to future reimbursement payments

pursuant to the Recapture Agreement in proportion to the amounts each has paid thereunder. Therefore, if any amounts are collected by the Town under the Recapture Agreement in the future, Developer will be entitled to additional proportional reimbursements.

12. Workforce Housing.

a. *For-Sale and For-Rent Restrictions.* To satisfy Code § 4.04.110, and because the Development includes a significant number of housing opportunities targeted at the local workforce population, the Development shall be permitted to vary from the Town's local employee housing requirements as described herein. Specifically, while the Code would require that 10% of for-sale residential units be restricted for local employee residency, 15% of the for-sale residential units in the Development shall be subject to the for-sale deed restriction attached hereto as **Exhibit C** and incorporated herein by this reference (the "Deed Restriction"). In addition, 45% of the for-rent residential units in the Development shall be subject to the rental restriction attached hereto as **Exhibit D** and incorporated herein by this reference (the "Rental Restriction"). The Rental Restriction shall apply in the aggregate, requiring that 45% of the for-rent residential units existing at any time be restricted for local employee residency.

b. *Timing.*

i. Each plat for the Development containing for-sale residential units shall note that at least 15% of the for-sale residential units in the plat will be subject to the Deed Restriction. The Deed Restriction shall be recorded prior to issuance of any building permits for such units.

ii. Each plat for the Development containing for-rent residential units shall note that the applicable portion of the Property within the plat will be subject to the Rental Restriction. The Rental Restriction shall be recorded prior to the issuance of any building permits for property subject to the Rental Restriction.

c. *Rental of For-Sale Unit.* If a for-sale residential unit subject to the Deed Restriction is rented in whole or in part, such unit shall comply with the Deed Restriction, but will not be counted as a for-rent residential unit for determining compliance with the Rental Restriction.

d. *Non-Residential Uses.* There shall be no local employee residency requirement for any non-residential uses in the PUD.

13. Real Estate Transfer Assessment. Within 30 days of the Effective Date, Developer shall record a covenant against the Property requiring payment of a real estate transfer assessment in the amount of 2% of the consideration paid for each non-exempt transfer of any real property in the Development (the "RETA"), up to a maximum of \$250,000 per transfer. The covenant shall be in substantially the form attached hereto as **Exhibit E** and incorporated herein by this reference. The funds collected from the RETA shall be transmitted to the Town,

to be deposited in the general fund and used for public purposes as the Town determines necessary.

14. Miscellaneous.

a. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

b. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

d. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

e. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

f. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

h. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties hereunder shall be assigned by either Party without the written consent of the other.

i. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

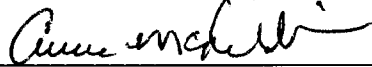
j. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

k. *Recordation.* This Agreement shall be recorded in the real estate records of the Eagle County Clerk and Recorder.

I. **No Joint Venture.** Neither this Agreement nor any course of conduct or course of performance hereunder shall be construed to constitute or create a joint venture, partnership, or any other similar arrangement between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

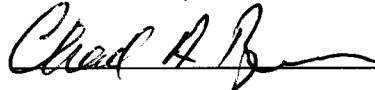
TOWN OF EAGLE, COLORADO


Anne McKibbin, Mayor

ATTEST:


Jenny Rakow, Town Clerk

BCP – EAGLE I, LLC



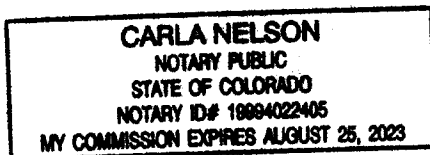
STATE OF COLORADO)
)ss.
COUNTY OF Eagle)

Subscribed and sworn to before me this 28 day of October, 2019, by Chad D. Brue as CEO of BCP-Eagle I, LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: Aug 25, 2023


Notary Public



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EXHIBIT A

Legal Description

HISTORIC LEGAL DESCRIPTION:

A TRACT OF LAND DESIGNATED THE "MONTGOMERY TRACT", LOCATED IN TRACTS 49 AND 50 OF SECTIONS 5 AND 6 RESPECTIVELY IN TOWNSHIP 5 SOUTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN IN THE COUNTY OF EAGLE, STATE OF COLORADO. SAID TRACTS 49 AND 50, DESIGNATED UNDER THE INDEPENDENT RESURVEY OF TOWNSHIP 5 SOUTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN APPROVED BY THE SURVEYOR GENERAL'S OFFICE IN DENVER, COLORADO ON JUNE 20, 1922, WERE ORIGINALLY DESCRIBED AS THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4SW1/4) AND THE SOUTH HALF OF THE SOUTHWEST QUARTER (S1/2SW1/4) OF SECTION 5, AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4SE1/4) OF SECTION 6 RESPECTIVELY OF TOWNSHIP 5 SOUTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO, SAID MONTGOMERY TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 1, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR A FENCE LINE AND AN IRRIGATION DITCH, CAP IS MARKED "CORNER NO. 1 MONTGOMERY TRACT" FROM WHICH CORNER NO. 1 OF SAID TRACT 49 IN SECTION 5 OF TOWNSHIP 5 SOUTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN BEARS NORTH 47 DEGREES 02 MINUTES 40 SECONDS EAST 586.87 FEET DISTANT; THENCE NORTH 72 DEGREES 59 MINUTES 30 SECONDS WEST 730.29 FEET TO CORNER NO. 2, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR THE SOUTHERLY RIGHT OF WAY FENCE LINE OF U.S. HIGHWAY NO. 6 & 24, AS IT NOW EXISTS, CAP MARKED "CORNER NO. 2 MONTGOMERY TRACT", THENCE SOUTH 84 DEGREES 01 MINUTES 40 SECONDS WEST 937.90 FEET TO CORNER NO. 3, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR A FENCE JUNCTION WITH THE SOUTHERLY RIGHT OF WAY FENCE LINE OF U.S. HIGHWAY NO. 6 & 24, AS IT NOW EXISTS, CAP IS MARKED "CORNER NO. 3 MONTGOMERY TRACT", THENCE SOUTH 40 DEGREES 59 MINUTES 30 SECONDS EAST 807.75 FEET TO CORNER NO. 4, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR A FENCE LINE, CAP IS MARKED "CORNER NO. 4 MONTGOMERY TRACT"; THENCE SOUTH 74 DEGREES 47 MINUTES 20 SECONDS EAST 1527.39 FEET TO CORNER NO. 5, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR THE JUNCTION OF TWO FENCE LINES, CAP IS MARKED "CORNER NO. 5 MONTGOMERY TRACT", THENCE NORTH 02 DEGREES 38 MINUTES 10 SECONDS EAST 597.03 FEET TO CORNER NO. 6, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR A FENCE LINE AND IRRIGATION DITCH, CAP IS MARKED "CORNER NO. 6 MONTGOMERY TRACT"; THENCE NORTH 53 DEGREES 19 MINUTES WEST 498.85 FEET TO CORNER NO. 1, THE PLACE OF BEGINNING, COUNTY OF EAGLE, STATE OF COLORADO.

SURVEYED LEGAL DESCRIPTION:

A TRACT OF LAND DESIGNATED THE MONTGOMERY TRACT LOCATED IN TRACTS 49 AND 50 OF SECTIONS 5 AND 6, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN THE COUNTY OF EAGLE AND STATE OF COLORADO AS DESCRIBED IN THE DEED RECORDED IN BOOK 440 AT PAGE 486, ALL BEARINGS SHOWN HEREON BEING BASED ON A BEARING OF N0°33'00"W BETWEEN STREET MONUMENTS FOUND AT 5TH AND BROADWAY AND 2ND AND BROADWAY BOTH BEING 2" BRASS MONUMENTS IN CAST IRON MONUMENT BOXES, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING A CORNER NO. 1 OF THE MONTGOMERY TRACT FROM WHICH A 1-1/2" ALUMINUM CAP WITNESS CORNER, PLS 23089, ON A 5/8" REBAR BEARS N72°59'13"W 60 FEET AND ALSO FROM WHICH CORNER NO. 1 OF TRACT 49, BEING A FOUND 3" ALUMINUM CAP ON ALUMINUM PIPE, PLS NO. 26967 BEARS N47°02'40"E 586.67 FEET; THENCE N72°59'13"W 730.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 6 AND 24, TO A FOUND 2" ALUMINUM CAP ON A NO. 6 REBAR, PLS NO. 23089; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING FOUR COURSES:

9/4/2019

Q:\USERS\EAGLE\RHG\AGR\ANNEXATION-A090419.DOCX

1. 356.57 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1529.01 FEET, A TANGENT OF 179.01 FEET, A DELTA ANGLE OF 13°21'42", AND A CHORD THAT BEARS S74°36'16"W 355.77 FEET;

2. N8°42'53"W 49.89 FEET;

3. 104.29 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1479.08 FEET, A TANGENT OF 52.17 FEET, A DELTA ANGLE OF 4°02'24" AND A CHORD THAT BEARS S83°18'19"W 104.27 FEET;

4. S85°19'31"W 481.28 FEET;

THENCE DEPARTING THE RIGHT OF WAY OF U.S. HIGHWAY 6 AND 24 S40°59'23"E 1.63 FEET TO A FOUND BRAZED CAP, STAMPED "MONTGOMERY TRACT"; THENCE S40°59'23"E 808.14 FEET TO A FOUND 2" BRAZED CAP, STAMPED "MONTGOMERY TRACT"; THENCE S74°48'55"E 1526.35 FEET TO A POINT ON THE TRACT LINE BETWEEN CORNER NO. 1 AND CORNER NO. 6 OF TRACT 49, FROM WHICH CORNER NO. 6, A 3" ALUMINUM CAP ON AN ALUMINUM PIPE, PLS NO. 23089 BEARS S02°33'18"W 14.67 FEET; THENCE ALONG THE 6-1 LINE OF TRACT 49 N02°33'18"E 597.31 FEET; THENCE DEPARTING SAID TRACT LINE N53°18'48"W 497.53 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Recapture Amounts Calculation

The Reserve at Hockett Gulch Recapture Fees

Sylvan Lake Road Extension =	\$0.00
Highway 6 Access Improvements =	\$395,321.64
Wastewater Improvements =	\$32,382.33
Total Recapture Fees =	\$427,703.97

Sylvan Lake Road Extension

Total Cost = \$1,635,334.90

Per MOU with West Eagle Ranch, LLC dated November 13, 2007

Per the *Transportation Impact Study for The Reserve at Hockett Gulch* ; dated January 30, 2018; prepared by McDowell Engineering, LLC, there are no vehicle trips generated for this section of roadway.

The Reserve at Hockett Gulch Pro Rata Share = \$0.00

Reserve at Hockett Gulch Trip Generation - Highway 6 Access Improvements

Total Cost of Highway 6 Access Improvements = \$1,983,299.25

(Per MOU with West Eagle Ranch, LLC dated November 13, 2007)

Vehicle Trips Generated by The Reserve at Hockett Gulch at Build-Out to Hwy 6 Access*				
Total Vehicle Trips	Avg. Weekday Total (ADT)	Directional Distribution**		Contributing Trips (ADT)
		From Hwy 6 (west)	From Sylvan Lake Rd	
Residential	3262	50%	25%	2447
Retail	1928	55%	5%	1157
New Contributing Vehicle Trips				3604

Developments Contributing to ADT	ADT
Eagle Ranch	11,521
Haymeadow	2,956
Reserve at Hockett Gulch	3,604
Total	18,081

From 'Exhibit J' Haymeadow Recapture Fees

From 'Exhibit J' Haymeadow Recapture Fees

The Reserve at Hockett Gulch Pro Rata Share = $(3604/18,081) \times \$1,983,299.25 = \$395,321.64$

*Per the *Transportation Impact Study for The Reserve at Hockett Gulch* ; dated January 30, 2018; prepared by McDowell Engineering, LLC

** The trip distribution percentages were obtained from Figures 9-11 of the Transportation Impact

Wastewater Improvements

Total Cost = \$204,379.20

(Per MOU with West Eagle Ranch, LLC dated November 13, 2007)

Developments Contributing	EQRs
Eagle Ranch	1270
Haymeadow	837
Reserve at Hockett Gulch	396
Total	2503

Per Haymeadow ADA 3/24/14

Per Sanitary Sewer PIF
Calculation

The Reserve at Hockett Gulch *Pro Rata* Share = $(396/2503) \times \$204,379.20 = \$32,382.33$

EXHIBIT C

Deed Restriction

DEED RESTRICTION AGREEMENT **(Reserve at Hockett Gulch)**

THIS DEED RESTRICTION AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2019 (the "Effective Date") by and between the Town of Eagle, Colorado, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town"); and _____ with an address of _____ ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, Developer owns the real property described as _____ (the "Property"), which is part of the Reserve at Hockett Gulch development;

WHEREAS, Developer is transferring the Property; and

WHEREAS, the Parties desire to permanently restrict the occupancy and use of the Property.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

a. *Eagle County Business* means a business in Eagle County, Colorado that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business.

b. *Gross Income means* all income received by an individual in a calendar year from any source and prior to deductions or payment or withholding of taxes.

c. *Income Threshold* means a Gross Income that is less than or equal to 100% of the Area Median Income ("AMI") as published annually by the U.S. Department of Housing and Urban Development for Eagle County, Colorado.

d. *Owner* means any person who acquires an ownership interest in the Property.

e. *Principal Place of Residence* means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. In determining what is a Principal Place of Residence, the Town shall consider the criteria set forth in C.R.S. § 31-10-201(3), as amended.

f. *Qualified Occupant* means an individual who meets the Income Threshold, occupies the Property as their Principal Place of Residence, and:

- i. Works or has been hired to work at least 30 hours per week at an Eagle County Business on a permanent basis; or
- ii. Works at least 30 hours per week in Eagle County for a business located outside Eagle County (telecommuting); or
- iii. Is 60 years of age or older and retired, and for the 5 years immediately prior to their retirement, worked at least 30 hours per week at an Eagle County Business; or
- iv. Is disabled, and for the 2 years immediately prior to the onset of their disability, worked at least 30 hours per week at an Eagle County Business.

2. Liability. Each Owner shall be jointly and severally responsible for compliance with this Deed Restriction at all times. This Agreement shall constitute a covenant running with the Property as a burden thereon, for the benefit of and enforceable by the Town. Each and every conveyance of the Property or a portion thereof, or interest therein, for all purposes, shall be deemed to include and incorporate this Agreement by reference, even without specific reference to this Agreement in any document of conveyance.

3. Occupancy Restrictions.

- a. If occupied, the Property shall be occupied by at least one Qualified Occupant.
- b. No business activity shall occur on or in the Property, other than as permitted within the zone district applicable to the Property.
- c. The Property may only be leased to a Qualified Occupant and, if applicable, their immediate family member related by blood, marriage or guardianship. No lease of the Property shall be for less than 180 days. Each lease of the Property shall specifically reference this Agreement and include a copy of this Agreement as an attachment to such lease. Subleasing is not permitted; all leases must be between an Owner and a Qualified Occupant.
- d. No more than 3 individuals unrelated by blood, marriage or legal guardianship may occupy the Property at any time.
- e. No later than February 1st of each year, each Owner shall submit one copy of a sworn affidavit, on a form provided by the Town, verifying that the Property was occupied in accordance with this Agreement during the prior calendar year. Verification shall include, at a minimum, copies of all leases, copies of identification, documents evidencing hours of employment and income, and documents related to residency.

4. Breach.

a. It is a breach of this Agreement for any Owner or Qualified Occupant to violate any provision of this Agreement, or for any other individual to occupy the Property in violation of this Agreement.

b. If the Town has reasonable cause to believe that an Owner or Qualified Occupant is violating this Agreement, the Town may inspect the Property between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing at least one Owner with 5 days prior written notice. This Agreement shall constitute permission from all Owners and Qualified Occupants to enter the Property during such times upon such notice.

c. If the Town discovers a violation of this Agreement, the Town shall provide written notice to the Owner of the violation and allow 15 days to cure.

5. Remedies. The Town may pursue all available remedies for violations of this Agreement by an Owner or Qualified Occupant, including without limitation specific performance or a mandatory injunction requiring compliance, and the exercise of one remedy shall not preclude the exercise of any other remedy. The costs to the Town of any action taken in response to any violation of this Agreement, including reasonable attorney fees, shall be paid by Owner(s) within 30 days of the date of an invoice specifying the same, sent to the last known address of at least one Owner by first-class U.S. mail. If such costs are not timely paid, the Town may certify the costs, plus an administrative fee of 15%, to the Eagle County Clerk and Recorder to be collected with all other taxes and assessments on the Property.

6. Priority; Foreclosure. This Agreement shall be a first and prior lien on the Property at all times. Notwithstanding any other provision of this Agreement, in the event of a foreclosure on the Property or any portion thereof, acceptance of a deed-in-lieu of foreclosure on the Property or any portion thereof, or assignment in lieu of foreclosure on the Property, this Agreement shall remain in full force and effect.

7. Miscellaneous.

a. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

b. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

d. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

e. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

f. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

h. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties hereunder shall be assigned by either Party without the written consent of the other.

i. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

j. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

k. *Recordation.* This Agreement shall be recorded in the real estate records of the Eagle County Clerk and Recorder and shall run with the Property.

l. *No Joint Venture.* Neither this Agreement nor any course of conduct or course of performance hereunder shall be construed to constitute or create a joint venture, partnership, or any other similar arrangement between the Parties.

m. *Savings Clause.* If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Agreement are held to be unlawful or void for violation of: the rule against perpetuities or some analogous statutory provision; the rule restricting restraints on alienation; or any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated members of the Eagle Board of Trustees, their now living descendants, if any, and the survivor of them, plus 21 years.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

DEVELOPER

STATE OF COLORADO)
)ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 2019, by
_____ as _____ of _____.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

Notary Public

EXHIBIT D

Rental Restriction

RENTAL RESTRICTION AGREEMENT **(Reserve at Hockett Gulch)**

THIS RENTAL RESTRICTION AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2019 (the "Effective Date") by and between the Town of Eagle, Colorado, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town"); and _____ with an address of _____ ("Owner") (each a "Party" and collectively the "Parties").

WHEREAS, Owner owns the real property described as _____ (the "Property"), which is part of the Reserve at Hockett Gulch development;

WHEREAS, the Property consists of or will consist of rental dwelling units (each a "Unit" and collectively the "Units");

WHEREAS, the Parties desire to permanently restrict the occupancy and use of the Property.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

a. *Eagle County Business* means a business in Eagle County, Colorado that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business.

b. *Gross Income means* all income received by an individual in a calendar year from any source and prior to deductions or payment or withholding of taxes.

c. *Principal Place of Residence* means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. In determining what is a Principal Place of Residence, the Town shall consider the criteria set forth in C.R.S. § 31-10-201(3), as amended.

d. *Qualified Occupant* means an individual who occupies the Property as their Principal Place of Residence and:

i. Works or has been hired to work at least 30 hours per week at an Eagle County Business on a permanent basis; or

ii. Works at least 30 hours per week in Eagle County for a business located outside Eagle County (telecommuting); or

iii. Is 60 years of age or older and retired, and for the 5 years immediately prior to their retirement, worked at least 30 hours per week at an Eagle County Business; or

iv. Is disabled and for the 2 years immediately prior to the onset of their disability, worked at least 30 hours per week at an Eagle County Business.

2. Liability. Owner shall be responsible for compliance with this Agreement at all times. This Agreement shall constitute a covenant running with the Property as a burden thereon, for the benefit of and enforceable by the Town. Each and every conveyance of the Property or a portion thereof, or interest therein, for all purposes, shall be deemed to include and incorporate this Agreement by reference, even without specific reference to this Agreement in any document of conveyance.

3. Occupancy Restrictions.

a. No Unit shall be leased or occupied without a written lease (each a "Lease"). Each Unit shall have only one Lease at any one time. Each Restricted Unit Lease shall include a clear reference to this Agreement, a brief summary of this Agreement and a copy of this Agreement. The Qualified Occupant shall be a signatory on the Lease of all Restricted Units. No Lease of the Units shall be for less than 30 days. Subleasing of Restricted Units is not permitted.

b. At least 45% of the total number of Units that have received a certificate of occupancy shall be leased to at least one Qualified Occupant at all times, and these Units shall constitute the "Restricted Units". The Restricted Units may only be leased to a Qualified Occupant and, if applicable, their immediate family members related by blood, marriage or guardianship.

c. At any time that the number of Restricted Units falls below 45% of the total number of Units, Owner shall promptly take commercially reasonable efforts to lease the next Units coming available for rent to a Qualified Occupant in accordance with this Agreement, until at least 45% of the total Units are Restricted Units.

d. No business activity shall occur on or in the Property, other than as permitted within the zone district applicable to the Property.

e. No more than 3 individuals unrelated by blood, marriage or legal guardianship may occupy a Unit at any time.

f. In evaluating an application to lease a Restricted Unit, Owner shall be guided by the following:

i. An applicant's physical place of employment is controlling, not the mailing address of such place.

ii. Claims of employment that are unable to be verified by Owner will not be utilized in determining an applicant's eligibility.

iii. To the extent permitted by law, priority for the leasing of a Restricted Unit shall be given to the following Qualified Occupants: employees of businesses located in the Town of Eagle, including the Town of Eagle government; employees of the Greater Eagle Fire Protection District; employees of the Eagle County Health Services District; employees of the Eagle County School District; and employees of businesses located within the Town of Eagle.

iv. Any misrepresentation by an applicant in any submittal shall disqualify such applicant from being eligible to lease a Restricted Unit, and shall be grounds for eviction if such misrepresentation is revealed after such applicant's occupancy.

g. No later than February 1st of each year, Owner shall submit a sworn affidavit, on a form provided by the Town, verifying that the Property was occupied in accordance with this Agreement during the prior calendar year. Verification shall include, at a minimum, copies of all Leases for all leased Units, copies of identification from all tenants in Restricted Units, documents evidencing hours of employment of all Qualified Occupants, and documents related to residency of all Qualified Occupants.

4. Inspection of Documents. The Town may inspect any documents submitted with any application to lease a Restricted Unit, at any time during normal business hours, upon reasonable notice. Upon inspection, if the Town reasonably determines that additional documents are necessary to verify Qualified Occupant status, the Town may request additional documents. Owner shall not be required to retain any documents submitted by applicants who do not sign leases; provided, however, that if the number of Restricted Units falls below 45% of the total Units, then Owner shall retain documents submitted by all applicants to verify Owner's commercially reasonable efforts to lease the next Unit becoming available for rent to a Qualified Occupant in accordance with the requirements of this Agreement, until at least 45% of the total Units are once again Restricted Units.

5. Breach.

a. It is a breach of this Agreement for Owner to violate any provision of this Agreement, or for any other individual to occupy a Unit in violation of this Agreement.

b. If the Town has reasonable cause to believe that Owner is violating this Agreement, the Town may inspect the Property and any of the Units between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing Owner and the occupants of any affected Unit with 5 days' prior written notice. This Agreement shall constitute permission from Owner and all occupants of all Units to enter all Units during such times upon such notice.

c. If the Town discovers a violation of this Agreement, the Town shall notify Owner of the violation and allow 15 days to cure.

6. Remedies. The Town may pursue all available remedies for violations of this Agreement by Owner, including without limitation specific performance or a mandatory injunction requiring compliance, and the exercise of one remedy shall not preclude the exercise of any other remedy. The costs to the Town of any action taken in response to any violation of this Agreement, including reasonable attorney fees, shall be paid by Owner within 30 days of the date of an invoice specifying the same, sent to the last known address of Owner by first-class U.S. mail. If such costs are not timely paid, the Town may certify the costs, plus an administrative fee of 15%, to the Eagle County Clerk and Recorder to be collected with all other taxes and assessments on the Property.

7. Priority; Foreclosure. This Agreement shall be a first and prior lien on the Property at all times. Notwithstanding any other provision of this Agreement, in the event of a foreclosure on the Property or any portion thereof, acceptance of a deed-in-lieu of foreclosure on the Property or any portion thereof, or assignment in lieu of foreclosure on the Property, this Agreement shall remain in full force and effect.

8. Miscellaneous.

a. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

b. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

d. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

e. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

f. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

h. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties hereunder shall be assigned by either Party without the written consent of the other.

i. **Governmental Immunity.** The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

j. **Subject to Annual Appropriation.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

k. **Recordation.** This Agreement shall be recorded in the real estate records of the Eagle County Clerk and Recorder and shall run with the Property.

l. **No Joint Venture.** Neither this Agreement nor any course of conduct or course of performance hereunder shall be construed to constitute or create a joint venture, partnership, or any other similar arrangement between the Parties.

m. **Savings Clause.** If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Agreement are held to be unlawful or void for violation of: the rule against perpetuities or some analogous statutory provision; the rule restricting restraints on alienation; or any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated members of the Eagle Board of Trustees, their now living descendants, if any, and the survivor of them, plus 21 years.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

OWNER

STATE OF COLORADO)
)ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 2019, by
_____ as _____ of _____.

My commission expires:

Notary Public

EXHIBIT E

Real Estate Transfer Assessment

COVENANT OF REAL ESTATE TRANSFER ASSESSMENT

This Covenant of Real Estate Transfer Assessment (the "Covenant") is made by _____ ("Owner"), effective upon its recording in the Eagle County, Colorado, real property records (the "Effective Date").

WHEREAS, Owner owns that certain property more particularly described in **Exhibit 1**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Owner entered into an Annexation Agreement with the Town of Eagle, Colorado (the "Town") dated _____ and Owner agreed to a residential real estate transfer assessment in the amount of 2% of the Consideration (defined below) paid for each residential property transfer of any portion of the Property, excluding Exempt Transfers (defined below); and

WHEREAS, each person acquiring any interest in any portion, lot or tract within the Property shall be deemed for all purposes to have assented and agreed, as an essential condition of any conveyance to it, to the provisions of this Covenant, to have agreed to comply with this Covenant and to have waived any right to challenge or contest the provisions hereof or to seek any refund or abatement of the assessment payable hereunder.

NOW THEREFORE, Owner hereby covenants and binds the Property as follows:

1. **Covenant.** Owner hereby covenants and agrees that, except for Exempt Transfers, a transfer assessment (the "Transfer Assessment") based on a percentage of the Consideration paid on the transfer of any portion of or interest in the Property shall be due and payable by the Transferee at the time of transfer and shall apply to each transfer of any portion of or interest in the Property. The Transfer Assessment is 2% of the Consideration for such transfer and is capped at \$250,000.00 for any single transaction. Owner hereby waives, on behalf of itself and its successors in title, any right to challenge the Transfer Assessment on any basis.

2. **Definitions.** For purposes of this Covenant, the following words are defined as follows:

a. "Transfer" means and includes, whether in one transaction or in a series of related transactions, any conveyance, ground lease with a term exceeding 30 years ("Lease") or other Transfer of beneficial ownership of any residential portion of the Property, including but not limited to (i) the conveyance of fee simple title to any residential portion of the Property, (ii) the Transfer of more than 50% of the outstanding shares of the voting stock of a corporation which, directly or indirectly, owns the Property, and (iii) the Transfer of more than 50% of the interest in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns the Property. "Transfer" shall not mean or include the Transfers excluded under Section 3.

b. "Transferee" means and includes all parties to whom any interest in the Property passes by a Transfer, and each party included in the term "Transferee" shall have joint and several liability for all obligations of the Transferee under this Covenant.

c. "Fair Market Value" means the Consideration, as such term is defined below, given for the Transfer, or, in the case of a Transfer that is a Lease not exempt under Section 3 or is otherwise not in all respects a bona fide sale, as determined by the Town. The Town shall give written notice to the Transferee if the Town disputes the Consideration as the Fair Market Value within 15 days after the Transferee provides the Town the report of the Transfer as required herein. Failing to do so, the Consideration shall be deemed binding as the Fair market Value of the Transfer. If the Town objects by written notice delivered to the Transferee within the time allotted herein, then a Transferee may make written objection to the Town's determination within 15 days after the Town has given notice of such determination, in which event the Town shall obtain an appraisal, at the Transferee's sole expense, from a real estate appraiser of good reputation, who is qualified to perform appraisals in Colorado, who is familiar with Eagle County real estate values, and who shall be selected by the Town. The appraisal shall be binding on both the Town and the Transferee as to the Fair Market Value of the Transfer. Notwithstanding the foregoing, where a Transferee does not make a full report of a Transfer within 15 days after the time required by this Covenant for making such report, the Transferee shall be deemed to have waived all right of objection concerning Fair Market Value, and the Town's determination of such value shall be binding.

d. "Consideration" means and includes the total of money paid and the Fair Market Value of any property delivered, or contracted to be paid or delivered, in return for the Transfer of any Property, and includes any money or property paid or delivered to obtain a contract right to purchase any Property, and the amount of any note, contract indebtedness (including without limitation obligations which could be characterized as contingent land gain), or rental payment reserved in connection with such Transfer, whether or not secured by any lien, mortgage, or other encumbrance, given to secure the Transfer price, or any part thereof, or remaining unpaid on the property at the time of Transfer, whether or not assumed by the Transferee. The term "Consideration" does not include the amount of any outstanding lien or encumbrance for taxes, special benefits or improvements in favor of the United States, the State of Colorado, or a municipal or quasi-municipal governmental entity.

e. "Affiliate" means, with respect to the person or entity, any other person or entity which controls, is controlled by, or is under common control with, such original person or entity. For the purposes of this definition, "control" means the ability to directly or indirectly manage, determine and control the operations and business affairs of a person or entity, whether through the ownership of at least 50% of the voting securities, by contract or otherwise.

3. Exemptions. Except to the extent that they are used for the purpose of avoiding the Transfer Assessment, the Transfer Assessment shall not apply to any of the following (each an "Exempt Transfer" and collectively "Exempt Transfers"),:

- a. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district or other political subdivision of the State of Colorado.
- b. Any Transfer to Owner or an Affiliate of Owner.
- c. Any Transfer to a lender pursuant to a deed of trust or other security interest ("Financing Encumbrance").
- d. Any Transfer pursuant to a foreclosure, sale, transfer, assignment, or deed-in-lieu pursuant to the rights and remedies of any Financing Encumbrance or other Transfer for the benefit of creditors.
- e. Any Transfer arising solely from the termination of a joint tenancy or the partition of property held under common ownership, except to the extent that additional consideration is paid in connection therewith;
- f. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution;
- g. Any Transfer made (i) to an Affiliate without consideration except of the cancellation of stock, membership interest, or other beneficial interest; or (ii) by an entity, trust or joint venture (collectively, an "Entity") to its shareholders, partners, members, or beneficiaries (collectively, the "Members") in connection with the liquidation of such Entity or other distribution of property or dividend in kind to Members, if the Property is Transferred generally pro rata or in accordance with its Entity organizational documents to its Members, and no consideration is paid other than the cancellation of the Member's interest in the Entity.
- h. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses.
- i. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a condemnation proceeding, but only where such decree or order would otherwise have the effect of causing the occurrence of a second assessable Transfer in a series of transactions which includes only one effective Transfer of the right to use or enjoyment of a Property.
- j. Any lease of any Property (or assignment or Transfer of any interest in any such lease) for a period of less than 30 years.
- k. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or mortgage or Transfers in connection with a deed given in lieu of foreclosure.

l. The subsequent Transfer(s) of a Property involved in a "tax free" or "tax deferred" trade under the Internal Revenue Code, including but not limited to like-kind exchanges.

m. Any Transfer of any portion of the Property that does not contain inhabitable, residential improvements.

4. Application for Exemption.

a. In the event of any Transfer evidenced by a recorded deed that is claimed to be an Exempt Transfer, the Transferee shall apply to the Town Manager for a certificate of exemption. The burden of proving any exemption shall in all cases be upon the one claiming it. The certificate may be issued by the Town Manager either before or after the execution of the instruments effecting the Transfer. The certificate shall be in a form prepared by the Town Manager. For any Transfers not evidenced by a recorded deed, including but not limited to Entity restructures, the Transferee may, but is not required to apply to the Town Manager for a certificate of exemption.

b. Any exemption denied by the Town Manager may be appealed to the Town's Board of Trustees (the "Board of Trustees") within 7 days, and such appeal shall be considered by the Board of Trustees within 30 days of receipt of the same and the appellant shall not be required to post any bond or deposit while the appeal is pending.

5. Receipt and Application of Funds. The Transfer Assessment may be paid either by the buyer or the seller of the Property, as may be negotiated in each transaction. All Transfer Assessments shall be paid directly to the Town. A portion of the funds may be used to administer the collection of the Transfer Assessment.

6. Penalties and Liens. Penalties and liens shall be imposed as set forth below.

a. Except for Exempt Transfers, the Transfer Assessment is due and payable at the time of the Transfer, and is delinquent if it remains unpaid for 30 days thereafter. In the event that the Transfer Assessment is not paid prior to becoming delinquent, a delinquency penalty of 10% of the amount of Transfer Assessment due shall accrue. If a portion of the Transfer Assessment is paid prior to becoming delinquent, the penalty shall only accrue as to the delinquent portion. Interest shall accrue at the rate of one and 1.5% per month, or fraction thereof, compounded annually, on the amount of Transfer Assessment exclusive of penalties, from the date the tax becomes delinquent to the date of payment. The Town shall also be entitled to recover the reasonable expenses of collection, including attorney fees and court costs, which shall become part of the Transfer Assessment.

b. Any person liable for a Transfer Assessment who causes the deed, instrument of conveyance or document evidencing said Transfer to be filed of record in the office of the Eagle County Clerk and Recorder or attempts to so record the document before the Transfer

Assessment and all penalties and interest thereon have been paid in full, shall be in violation of this Covenant.

c. Any remedies provided for herein shall be cumulative, not exclusive, and shall be in addition to any other remedies provided by law.

7. Relationship to Land. Owner acknowledges and agrees that the obligations imposed by this Covenant are related to and touch and concern the Property.

8. Recording. This Covenant shall be recorded in the records of Eagle County, Colorado.

9. Enforcement. This Covenant is made for the express benefit of the owners and occupants of the Property and for the additional express benefit of the Town. The Town shall have the right and power to bring suit for either legal or equitable relief for any breach, default or lack of compliance with the provisions of this Covenant, provided that no suit may be filed until the Town and Owner or its successors and assigns is provided with written notice of such breach or lack of compliance and fails to cure such breach or lack of compliance within 10 days after the mailing of such notice. Further, the Town shall have the right to refuse to further process or deny any building permit, certificate of occupancy or development application with regard to any portion of the Property for which a Transfer Assessment is owed and not paid. Owner shall not have any obligation to enforce this Covenant, and the failure to pay any Transfer Assessment payable hereunder upon subsequent transactions shall not constitute a default by Owner hereunder.

10. Defense and Cure of Covenant.

a. In the event of any legal challenge by a third party to the validity or enforceability of any provision of this Covenant, Owner shall cooperate with the Town, as necessary, in the defense of such challenge. During the pendency of any such legal challenge, through and including any final court action, Owner shall not assert any legal position contrary to the enforceability of this Covenant. However, Owner shall not be obligated to defend any challenge to this Covenant and may disclaim its interest or fail to respond to any action or pleading, unless required to respond by court order.

b. In the event of a final court action determining this Covenant to be invalid or unenforceable, in whole or in part, Owner shall cooperate with the Town as necessary, and use its efforts to cure any legal defects, and immediately upon such cure, take such actions as may be necessary to render the terms of this Covenant effective and enforceable. No such action shall alter the amount of the Transfer Assessment.

c. Owner shall not be required to purchase or repurchase any of the Property to effect a cure nor be required to pay any transfer fees not collectable by the Town because this Covenant is held to be invalid or unenforceable by any final court action.

11. Severability. Any determination by any court of competent jurisdiction that any provision of this Covenant is invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof.
12. Statement Regarding Assessment. Upon written request by any interested party, the Town shall issue a written statement setting forth the amount of any unpaid Transfer Assessment with respect to any specific portion of the Property identified in such request. Such statement shall be furnished as soon as reasonably practicable, but in no event later than 30 days after receipt of the request, and shall be binding on the Town.
13. Other Real Estate Transfer Assessments. Owner reserves the right to impose additional real estate transfer assessments by covenant upon the Property, including, without limitation, a real estate transfer assessment contained in a common interest community declaration to be recorded against the Property. The Town acknowledges that additional real estate transfer assessments may be imposed upon the Property.
14. Amendment. The Owner may amend or terminate this Covenant. However, this Covenant shall not be amended or terminated without the advance written consent of the Board of Trustees. If the Town provides such consent, no amendment shall be effective unless it is contained in a written instrument signed and acknowledged by Owner or its successors in the same manner as a deed and duly recorded in the records of Eagle County, Colorado.
15. Term. Except as provided herein, the term of this Covenant shall be perpetual.
16. Colorado Law. The interpretation, enforcement or any other matters relative to this Covenant shall be construed and determined in accordance with the laws of the State of Colorado.
17. Binding on Successors. The provisions of this Covenant shall run with the Property and be binding on all persons who hereafter acquire any interest in the Property, whether as an owner, renter, trustee, or mortgage beneficiary or otherwise.
18. Encumbrance. Until terminated, each and every provision contained in this Covenant shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any of the Property is transferred, granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

ASSIGNMENT AND ASSUMPTION OF ANNEXATION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF ANNEXATION AGREEMENT (this “**Assignment**”) is entered into effective as of _____, 2020 (the “**Effective Date**”), by and among BCP-Eagle I, LLC, a Colorado limited liability company (“**Assignor**”), and EPOCH GCH HOCKETT GULCH HOLDINGS LLC, a Colorado limited liability company (“**Assignee**”), and the Town of Eagle (the “**Town**”).

RECITALS:

A. Assignor, as owner of the Property (defined below), and the Town entered into that certain Annexation Agreement dated September 10, 2019 (the “**Annexation Agreement**”), pertaining to the terms and conditions of the annexation into the Town of the real property legally described in the attached Exhibit A (the “**Property**”), the terms of which are more particularly described in the Annexation Agreement;

B. Pursuant to that certain Purchase and Sale Agreement With Escrow Instructions dated July 20, 2020, as amended, between Assignor and Assignee (the “**PSA**”), Assignee will become the owner of the Property concurrent with the effectiveness of this Assignment at the closing of the transactions contemplated in the PSA;

C. Pursuant to the PSA, Assignor is required to assign to Assignee all of Assignee’s right, title and interest in, under and to the Annexation Agreement; and

D. The Town desires to consent to the assignment of the Annexation Agreement.

AGREEMENT:

For good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor and Assignee agree, and the Town consents as follows:

1. INCORPORATION OF RECITALS; DEFINED TERMS.

1.1 Incorporation of Recitals. The foregoing Recitals are incorporated as though fully set forth in this Assignment.

1.2 Defined Terms. Capitalized terms not defined in this Assignment have the same meaning as set forth in the Annexation Agreement.

2. ASSIGNMENT AND ASSUMPTION OF ANNEXATION AGREEMENT; TOWN’S CONSENT.

2.1 Assignment . Effective as of the Effective Date, Assignor assigns, conveys, transfers and delivers to Assignee all right, title and interest of Assignor in and to the Annexation Agreement.

2.2 Assumption. Assignee accepts such assignment and assumes and agrees to pay, perform and discharge all obligations and liabilities of Assignor under the Annexation Agreement.

2.3 Town Consent. In accordance with Section 14(h) of the Annexation Agreement, the Town consents to the assignment and assumption of the Annexation Agreement as set forth in this Section 2.

3. GENERAL PROVISIONS.

3.1 Power and Authority.

(a) *Assignor.* Assignor represents to Assignee and the Town that Assignor, and the individual executing this Assignment on behalf of Assignor, have full power and authority to enter into, execute and deliver this Assignment.

(b) *Assignee.* Assignee represents to Assignor and the Town that Assignee, and the individual executing this Assignment on behalf of Assignee, have full power and authority to enter into, execute and deliver this Assignment.

(c) *Town.* The Town represents to Assignee and Assignor that the Town, and the individual executing this Assignment on behalf of the Town, have full power and authority to enter into, execute and deliver this Assignment.

3.2 Recording. This Assignment shall be recorded in the real estate records of the Eagle County Clerk and Recorder.

3.3 Counterparts. This Assignment may be executed in two or more duplicate originals. Each duplicate original is deemed to be an original hereof.

3.4 Facsimile/PDF Signatures. This Assignment may be executed by facsimile or PDF signatures, which are binding as originals on the parties hereto.

[signature page follows]

EPOCH GCH HOCKETT GULCH HOLDINGS LLC,
a Colorado limited liability company

By: _____
Name: Jonathan Hardy
Title: Manager

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Jonathan Hardy, as Manager of GCH Hockett Gulch, LLC, a Colorado limited liability company, as Manager of Epoch GCH Hockett Gulch Holdings LLC, a Colorado limited liability company.

My Commission expires:_____

{00161070 2}

ASSIGNMENT OF ANNEXATION AGREEMENT

Page 131 of 519

TOWN:

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

{00161070 2}

SIGNATURE PAGE

20323128

*ASSIGNMENT OF
ANNEXATION AGREEMENT*

Exhibit "A"

Legal Description of the Property

HISTORIC LEGAL DESCRIPTION:

A TRACT OF LAND DESIGNATED THE "MONTGOMERY TRACT", LOCATED IN TRACTS 49 AND 50 OF SECTIONS 5 AND 6 RESPECTIVELY IN TOWNSHIP 5 SOUTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN IN THE COUNTY OF EAGLE, STATE OF COLORADO. SAID TRACTS 49 AND 50, DESIGNATED UNDER THE INDEPENDENT RESURVEY OF TOWNSHIP 5 SOUTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN APPROVED BY THE SURVEYOR GENERAL'S OFFICE IN DENVER, COLORADO ON JUNE 20, 1922, WERE ORIGINALLY DESCRIBED AS THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4SW1/4) AND THE SOUTH HALF OF THE SOUTHWEST QUARTER (S1/2SW1/4) OF SECTION 5, AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4SE1/4) OF SECTION 6 RESPECTIVELY OF TOWNSHIP 5 SOUTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO, SAID MONTGOMERY TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 1, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR A FENCE LINE AND AN IRRIGATION DITCH, CAP IS MARKED "CORNER NO. 1 MONTGOMERY TRACT" FROM WHICH CORNER NO. 1 OF SAID TRACT 49 IN SECTION 5 OF TOWNSHIP 5 SOUTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN BEARS NORTH 47 DEGREES 02 MINUTES 40 SECONDS EAST 586.87 FEET DISTANT; THENCE NORTH 72 DEGREES 59 MINUTES 30 SECONDS WEST 730.29 FEET TO CORNER NO. 2, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR THE SOUTHERLY RIGHT OF WAY FENCE LINE OF U.S. HIGHWAY NO. 6 & 24, AS IT NOW EXISTS, CAP MARKED "CORNER NO. 2 MONTGOMERY TRACT", THENCE SOUTH 84 DEGREES 01 MINUTES 40 SECONDS WEST 937.90 FEET TO CORNER NO. 3, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR A FENCE JUNCTION WITH THE SOUTHERLY RIGHT OF WAY FENCE LINE OF U.S. HIGHWAY NO. 6 & 24, AS IT NOW EXISTS, CAP IS MARKED "CORNER NO. 3 MONTGOMERY TRACT", THENCE SOUTH 40 DEGREES 59 MINUTES 30 SECONDS EAST 807.75 FEET TO CORNER NO. 4, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR A FENCE LINE, CAP IS MARKED "CORNER NO. 4 MONTGOMERY TRACT"; THENCE SOUTH 74 DEGREES 47 MINUTES 20 SECONDS EAST 1527.39 FEET TO CORNER NO. 5, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR THE JUNCTION OF TWO FENCE LINES, CAP IS MARKED "CORNER NO. 5 MONTGOMERY TRACT", THENCE NORTH 02 DEGREES 38 MINUTES 10 SECONDS EAST 597.03 FEET TO CORNER NO. 6, AN IRON PIPE WITH A BRAZED CAP SET IN CONCRETE NEAR A FENCE LINE AND IRRIGATION DITCH, CAP IS MARKED "CORNER NO. 6 MONTGOMERY TRACT"; THENCE NORTH 53 DEGREES 19 MINUTES WEST 498.85 FEET TO CORNER NO. 1, THE PLACE OF BEGINNING, COUNTY OF EAGLE, STATE OF COLORADO.

SURVEYED LEGAL DESCRIPTION:

A TRACT OF LAND DESIGNATED THE MONTGOMERY TRACT LOCATED IN TRACTS 49 AND 50 OF SECTIONS 5 AND 6, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN THE COUNTY OF EAGLE AND STATE OF COLORADO AS DESCRIBED IN THE DEED RECORDED IN BOOK 440 AT PAGE 486, ALL BEARINGS SHOWN HEREON BEING BASED ON A BEARING OF N0°33'00"W BETWEEN STREET MONUMENTS FOUND AT 5TH AND BROADWAY AND 2ND AND BROADWAY BOTH BEING 2" BRASS MONUMENTS IN CAST IRON MONUMENT BOXES, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING A CORNER NO. 1 OF THE MONTGOMERY TRACT FROM WHICH A 1-1/2" ALUMINUM CAP WITNESS CORNER, PLS 23089, ON A 5/8" REBAR BEARS N72°59'13"W 60 FEET AND ALSO FROM WHICH CORNER NO. 1 OF TRACT 49, BEING A FOUND 3" ALUMINUM CAP ON ALUMINUM PIPE, PLS NO. 26967 BEARS N47°02'40"E 586.67 FEET; THENCE N72°59'13"W 730.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 6 AND 24, TO A FOUND 2" ALUMINUM CAP ON A NO. 6 REBAR, PLS NO. 23089; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING FOUR COURSES:

1. 356.57 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1529.01 FEET, A TANGENT OF 179.01 FEET, A DELTA ANGLE OF 13°21'42", AND A CHORD THAT BEARS S74°36'16"W 355.77 FEET;

2. N8°42'53"W 49.89 FEET;

3. 104.29 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1479.08 FEET, A TANGENT OF 52.17 FEET, A DELTA ANGLE OF 4°02'24" AND A CHORD THAT BEARS S83°18'19"W 104.27 FEET;

4. S85°19'31"W 481.28 FEET;

THENCE DEPARTING THE RIGHT OF WAY OF U.S. HIGHWAY 6 AND 24 S40°59'23"E 1.63 FEET TO A FOUND BRAZED CAP, STAMPED "MONTGOMERY TRACT"; THENCE S40°59'23"E 808.14 FEET TO A FOUND 2" BRAZED CAP, STAMPED "MONTGOMERY TRACT"; THENCE S74°48'55"E 1526.35 FEET TO A POINT ON THE TRACT LINE BETWEEN CORNER NO. 1 AND CORNER NO. 6 OF TRACT 49, FROM WHICH CORNER NO. 6, A 3" ALUMINUM CAP ON AN ALUMINUM PIPE, PLS NO. 23089 BEARS S02°33'18"W 14.67 FEET; THENCE ALONG THE 6-1 LINE OF TRACT 49 N02°33'18"E 597.31 FEET; THENCE DEPARTING SAID TRACT LINE N53°18'48"W 497.53 FEET TO THE POINT OF BEGINNING.

Subject: FW: Reserve at Hockett Gulch update

From: Dan Metzger <dan.metzger@bruebaukol.com>
Sent: Tuesday, September 8, 2020 2:42 PM
To: Kendra Carberry <klc@hpcwclaw.com>; Chad Phillips
<chad.phillips@townofeagle.org>; Brandy
Reitter <brandy.reitter@townofeagle.org>
Cc: Ament, Nicole R. <nament@bhfs.com>; Matt Mire <jmm@hpcwclaw.com>
Subject: RE: Reserve at Hockett Gulch update

Hello All,

I am following up to provide you information on the proposed Assignee of the Annexation Agreement between the Town of Eagle and BCP-Eagle I, LLC dated September 10, 2019: EPOCH GCH HOCKETT GULCH HOLDINGS LLC, a Colorado limited liability company ("Buyer"). The Buyer of Reserve at Hockett Gulch is a joint venture between two companies: Game Creek Holdings, and Epoch Residential. The following provides some background on each:

Game Creek Holdings is a Denver-based real estate development and investment company that focuses on residential, retail and mixed-use properties. More information can be found at their website: <https://www.gamecreekholdings.com/> Historically, the company's development activities have been centered around retail properties, but in the last several years their focus has turned to attainable housing and green development. The company's mission is to create exceptional, sustainable real estate projects by strategically partnering with progressive, forward-thinking companies and individuals. One of these partnerships has been with Tesla, who the company has developed several projects for. Tesla tasked Game Creek to help find a solution to a housing shortage in Reno, Nevada, and through its research, Game Creek has identified several modular builders to partner with on their projects. Game Creek is working closely with one such modular builder to deliver an attainable single-family housing product to Hockett Gulch.

Epoch Residential is a 50-year old company based in Winter-Park, Florida that focuses on development, construction, and property management of apartment communities in the Sun Belt region. Throughout

their history, they have been involved in over 150 real estate developments comprising over 38,000 multifamily units with an aggregate cost of over \$2.7 billion. Epoch's development experience in Colorado includes both The Preserve at Maroon Creek and Ute Trail Townhomes in Aspen, and Remington at Lonetree in the Denver metro. The company currently manages over 3,000 multifamily apartment units nationwide. The attached brochure provides additional detail on the company and their portfolio (it is best viewed as "Single Page View" under View/Page Display in Acrobat).

Combined, the two companies are looking to develop the vision of the Reserve at Hockett Gulch PUD: a primarily residential development that offers a mix of for-rent and for-sale product at attainable price points for Eagle.

Please let me know if I can provide any additional information about the Buyer. With the Assignment and Assumption Agreement in final form, I believe you now should have everything you need in order to present the requested Town consent to the Assignment at the September 22nd meeting. Please advise as soon as possible though if you need any additional information, and also if you would advise anyone from Brue Baukol, Game Creek and/or Epoch to attend the September 22nd meeting. Thank you,

Dan Metzger
Brue Baukol Capital Partners
T: 720.907.1948 | M: 303.842.5190
dan.metzger@bruebaukol.com

From: Dan Metzger <dan.metzger@bruebaukol.com>
Sent: Tuesday, September 1, 2020 5:00 PM
To: Chad Phillips <chad.phillips@townofeagle.org>; Brandy Reitter <brandy.reitter@townofeagle.org>; Kendra Carberry <klc@hpcwclaw.com>
Cc: Ament, Nicole R. <nament@bhfs.com>
Subject: Reserve at Hockett Gulch update

Hello all,

I wanted to share some news with you: the buyer of the Reserve at Hockett Gulch (a joint venture

between Game Creek Holdings and Epoch Residential) has elected to proceed with the purchase of the property and has officially moved past their due diligence period and has money nonrefundable towards the purchase of the property. Though the sale is not final of course, we are feeling pretty good that the property is now much closer to being sold and developed. We are targeting a closing on the sale of the property on September 30.

It is a condition to close our sale of the property that we assign the Annexation Agreement to the buyer, and per the Annexation Agreement this requires Town consent. It is my understanding that this consent will require Town Board approval, though I do not believe it requires its own separate public hearing. Please correct me if that is incorrect. If correct, is it a consent agenda item, or does it require public discussion?

Per my discussion with Brandy and Chad about a month ago, after having started the Annexation Agreement consent process with the Town before our prior buyer walked away earlier this year, I did not want to approach the Town Board with an assignment consent request until I knew that our new buyer was moving forward. As such, within the next week, we will be sending you a formal request for consent of the assignment/assumption of the Annexation Agreement assignment. It is my understanding that the documentation required for the Town's consent to the assignment is as follows:

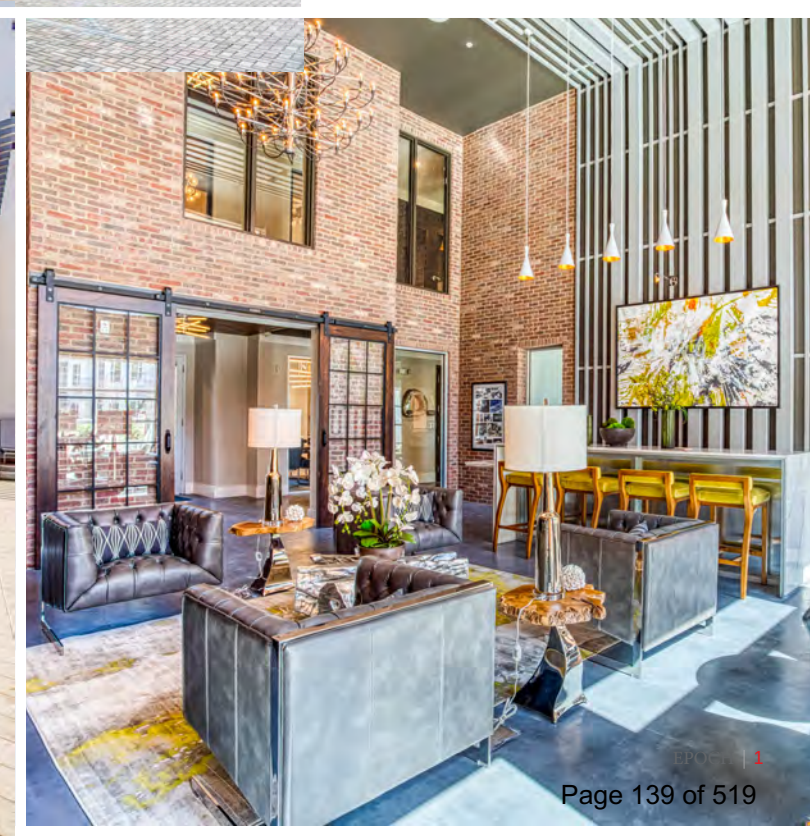
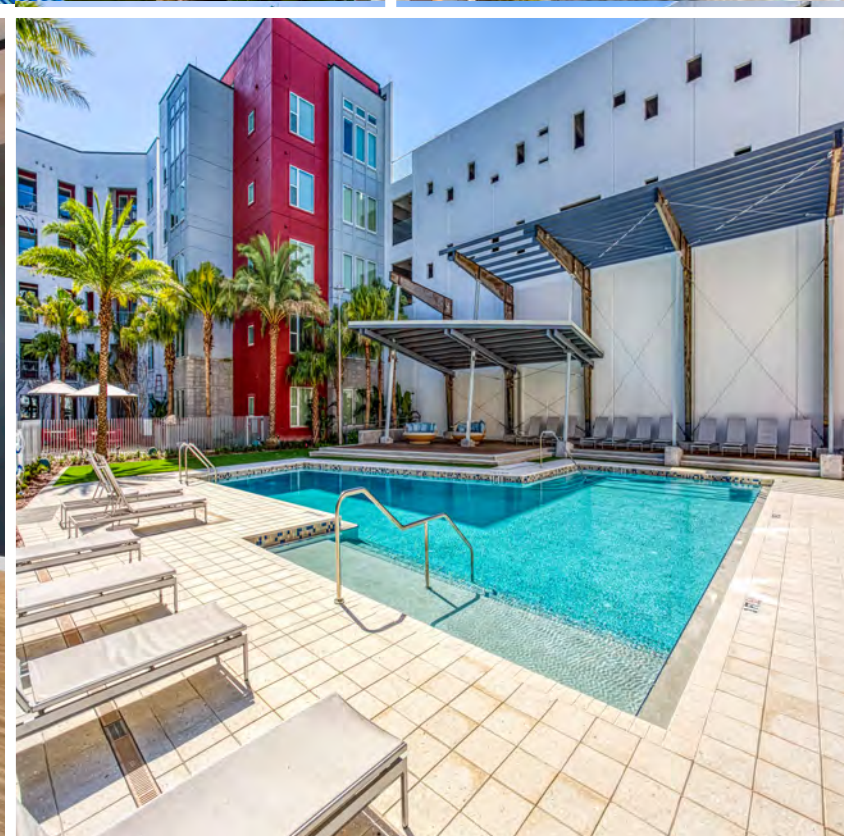
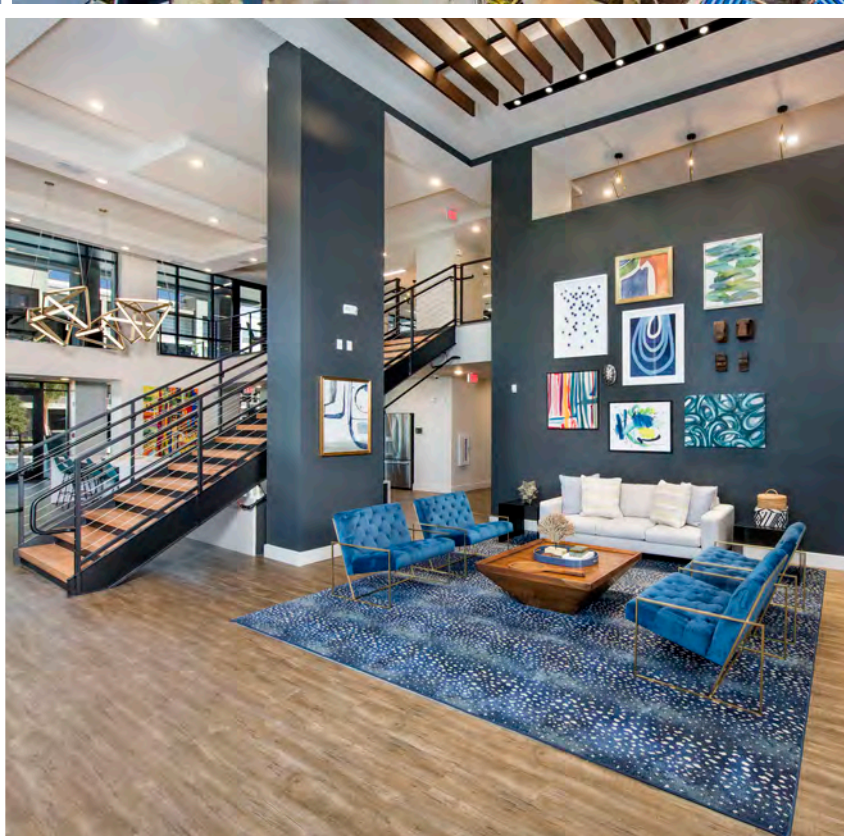
- (1) an Assignment an Assumption of Annexation Agreement (AAAA) document that assigns the Annexation Agreement to our buyer and has the Town consent included in the document, and (2) the Town will want to see information regarding the buyer and their development capabilities. Please let me know if there is additional documentation that the Town will require that I am missing. Regarding the AAAA, I believe my attorney Catherine (no longer with BHFS) previously sent Hoffmann, Parker, Wilson & Carberry, P.C a draft AAAA in conjunction with the prior buyer that later fell out of contract. I don't believe it ever went any further in review because we soon fell out of contract with that buyer and put the assignment on hold. What I'd like to do is ask Nicole (at BHFS, copied) to dust off that AAAA, confirm our Game Creek/Epoch are ok with it, and send it to Kendra for legal review. As it relates to

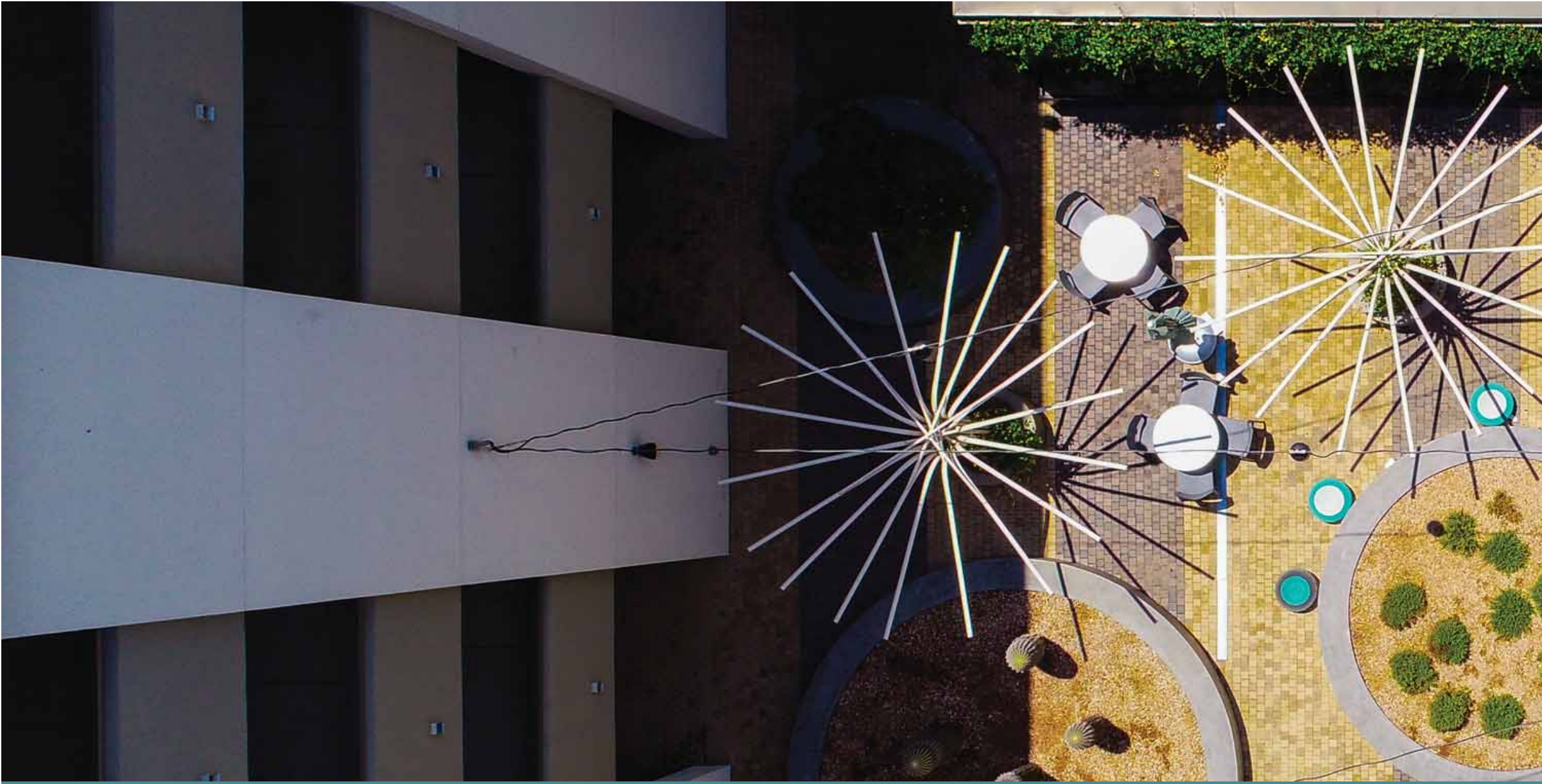
information about Game Creek and Epoch, I will be providing this information to Brandy, Chad and Kendra (let me know if I shouldn't send it to all three of you) once I get it from Epoch and Game Creek.

I recall Town Board meetings are the 2nd and 4th Tuesdays of the month. If that is correct, then the September meetings would be held on the 8th and 22nd. Considering that approval at the September 8th meeting is likely an impossibility, then we'd like to target the 22nd. Given this, when would the Town need a final packet ready for presentation to the Board for the 22nd?

Thank you all for your help, and looking forward to working with you on processing this request.

Dan Metzger | Chief Operating Officer
Brue Baukol Capital Partners
1555 Blake Street | Suite 210 | Denver, CO 80202
T: 720.907.1948 | M: 303.842.5190
dan.metzger@bruebaukol.com | www.bruebaukol.com







SPONSORSHIP OVERVIEW



COMPANY OVERVIEW

EPOCH RESIDENTIAL IS A FULL-SERVICE DEVELOPMENT, CONSTRUCTION, AND MANAGEMENT COMPANY

Background

- ✓ **Founded in 1970 in Winter Park, Florida**, Epoch Residential specializes in Conventional and Active Adult multifamily properties
- ✓ Epoch Residential is focused on garden, townhome and mid-rise apartments in suburban markets of **major MSAs in the Sun Belt region**
- ✓ Epoch Residential **strives to deliver best in class, Class A apartments**
- ✓ Epoch also offers its properties a maintenance-free lifestyle and easy access to shopping, dining, entertainment, and mass transit

Track Record

- ✓ Epoch has been involved in **over 155 real estate projects** with an **aggregate cost exceeding \$2.7 billion**
- ✓ Epoch has constructed over 38,000 multifamily units in over 55 cities
- ✓ Ranked several times within the top 100 builders by Builder Magazine throughout Epoch's tenure

Vertical Integration

- ✓ **Development** - Currently celebrating a 50-year history, Epoch has established an unparalleled reputation for superior site selection and the delivery of best-in-class apartment communities.
- ✓ **Construction** - Epoch is the general contractor on the overwhelming majority of its projects which provides greater control over quality and schedule
- ✓ **Property Management** – Epoch Management **oversees the daily operations of approximately 3,000 apartment units** (including Epoch's existing portfolio)

EXPERIENCED AND PROVEN MANAGEMENT TEAM



**JUSTIN R.
SAND**

*Principal |
President*

16+ Years of
Experience

- During his 16-year tenure with Epoch Residential, Justin has served in various roles of financing, development and construction of over 10,000 apartment homes in FL, NC, TN, TX, and AZ with a capitalization in excess of one billion dollars.
- In 2019, Justin purchased the company from founder and industry icon Jim Pugh. As Principal, Justin is focused on corporate strategy and team development, while remaining active in investor relations, site selection and oversight of all facets of project execution.
- Justin received a B.A. in Economics from the University of Michigan. He is licensed as a Florida Certified GC, a Florida Real Estate Broker and has been involved in numerous civic boards and organizations including the Bergstrom Real Estate Center Advisory Board at the University of Florida.



**ALLYSON
CHIAPPA**

*Executive Vice
President | Operations*

16+ Years of
Experience

- As Executive Vice President, Allyson is responsible for coordinating operations across development, construction, property management and accounting to maximize efficiency and drive performance both corporately and at the asset level.
- Allyson manages all corporate due diligence, risk management and maintains relationships with all key business partners. In addition, she oversees the acquisition and disposition transactions of Epoch-owned communities.
- During her 16-year tenure, Allyson has supported the development, construction, and operation of over 10,000 apartment units across multiple states.
- Allyson holds a B. S. in Accounting from the University of Central Florida and is a member of the Accounting and Financial Women's Alliance.



**CARL
BROWN**

*Vice President |
Construction*

25+ Years of
Experience

- Carl's 25 years of experience in Construction Management and General Contracting encompasses multifamily, institutional, commercial and hospitality industries.
- He has completed agile/lean construction industry training and is an Agile Throughput Executive, along with being experienced and certified in Total Quality Management.
- Carl earned his bachelor's degree from Kean University in New Jersey. As an industry leader, Carl oversees all Construction Operations for Epoch Residential.
- Responsibilities include ensuring each project is taken from development through pre-construction to completion, turning over on-time and within budget. Carl works closely with his on-site teams to manage production, scheduling and management of all trades.



**TOMMY
CISERANO**

*Vice President |
Development*

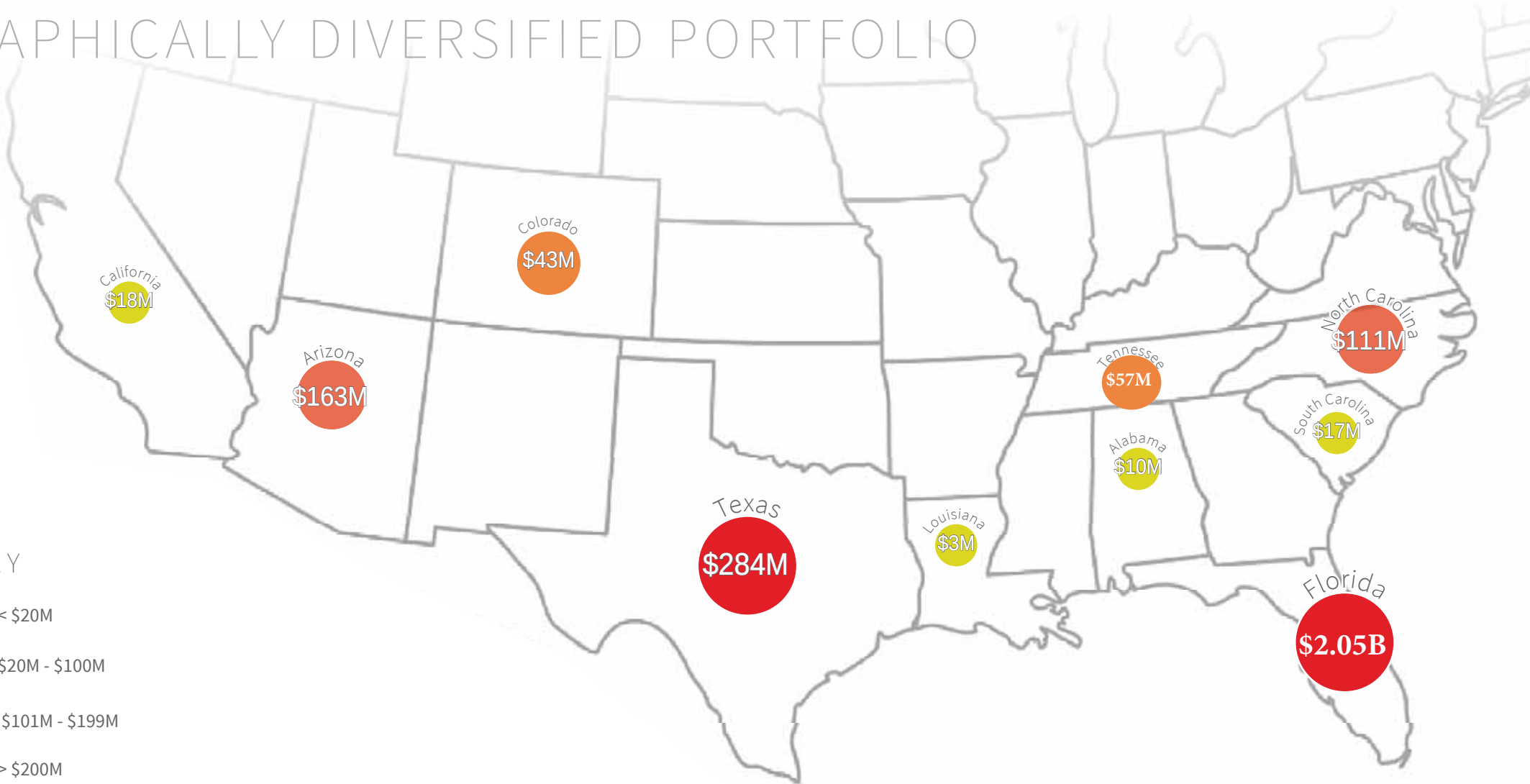
16+ Years of
Experience

- Tommy's 16+ years of industry experience includes multifamily, office and retail development as well as commercial appraising.
- As VP of Development, Tommy focuses on site and market selection, capital sourcing, cross department coordination and process improvement.
- In previous roles, Tommy served as founder and President of Inlet Property Company and as Executive Vice President of MMI Development, where he specialized in ground up development, Owner's representation and investment advisory, primarily focusing on Class A multifamily assets.
- Tommy is a Florida Native and received his undergraduate degree in Finance with a concentration in Real Estate from the University of Central Florida.

GRAPHICALLY DIVERSIFIED PORTFOLIO

KEY

- < \$20M
- \$20M - \$100M
- \$101M - \$199M
- > \$200M



PROJECT COSTS BY METRO

Metro	Project Cost	Metro	Project Cost	Metro	Project Cost	Metro	Project Cost
Orlando, FL	\$1,046,737,863	Raleigh, NC	\$63,649,617	Dallas, TX	\$17,241,300	Witchta Falls, TX	\$4,776,000
Jacksonville, FL	\$299,660,867	Franklin, TN	\$50,860,000	Greenville, SC	\$16,700,000	San Angelo, TX	\$4,680,000
West Palm Beach, FL	\$221,143,173	Charlotte, NC	\$47,060,000	Denver, CO	\$15,655,000	Huntsville, AL	\$4,022,000
Austin, TX	\$178,492,399	Sarasota, FL	\$44,069,372	Midland, TX	\$14,328,000	Longview, TX	\$3,725,000
Tampa, FL	\$177,239,102	Tucson, AZ	\$43,386,033	Melbourne, FL	\$10,835,000	El Paso, TX	\$3,541,250
Phoenix, AZ	\$119,840,413	San Antonio, TX	\$38,085,005	Nashville, TN	\$7,101,000	Sherman, TX	\$3,452,000
Tallahassee, FL	\$86,438,710	Aspen, CO	\$27,825,000	Abilene, TX	\$6,621,500	Shreveport, LA	\$3,285,000
Gainesville, FL	\$86,675,695	San Diego, CA	\$18,000,000	Mobile, AL	\$5,645,000	Amarillo, TX	\$3,125,000
Houston, TX	\$65,000,000	Fort Myers, FL	\$17,241,000	Lubbock, TX	\$5,560,000	New Smyrna Beach, FL	\$2,950,000

PROVEN TRACK RECORD PRODUCES LASTING RELATIONSHIPS

Over the course of their 50 year history, Epoch has forged and fostered relationships with some of the most prominent Lenders and Joint Venture Equity sources in the multifamily industry. These relationships are a product of Epoch's commitment to building superior product in Class A locations across diversified Sun Belt MSA's and being a Sponsor that has a reputation for integrity.

LENDER PARTNERSHIPS



EQUITY PARTNERSHIPS



TOWN OF EAGLE, COLORADO
RESOLUTION NO. 69
(Series of 2020)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING AN ASSIGNMENT AND ASSUMPTION OF ANNEXATION AGREEMENT
BETWEEN BCP-EAGLE I, LLC, EPOCH GCH HOCKETT GULCH HOLDINGS LLC AND THE
TOWN OF EAGLE

WHEREAS, the Town and BCP-Eagle I, LLC ("BCP") are parties to an Annexation Agreement dated September 10, 2019 (the "Annexation Agreement");

WHEREAS, BCP wishes to assign its rights, interests and obligations as set forth in the Annexation Agreement to EPOCH GCH Hockett Gulch Holdings LLC, pursuant to the terms of the Assignment and Assumption of Annexation Agreement (the "Assignment Agreement"), attached hereto as **Exhibit A**, and made a part hereof by this reference; and

WHEREAS, the Annexation Agreement requires the Town's written consent to the assignment.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, THAT:

Section 1. The Town Council hereby approves the Assignment Agreement in substantially the same form as attached hereto as **Exhibit A**, and in a form approved by the Town Attorney.

INTRODUCED, READ, PASSED AND ADOPTED ON SEPTEMBER 22, 2020.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor Turnipseed and Town Council

From: Chad Phillips, Community Development Director
Carrie McCool, Contract Town Planner

Date: September 16, 2020

Agenda Items: AN17-01 Red Mountain Ranch Annexation;
PUD17-01 Planned Unit Development (PUD);
PP/FP19-01 Red Mountain Ranch Subdivision Filing 5, Final Plat; and
Annexation and Development Agreement

REQUESTS:

The requests for Council consideration are four-fold: 1) Red Mountain Ranch Annexation; 2) Planned Unit Development (PUD) for a maximum of 153 dwelling units of various types, limited commercial areas, and open space/park areas; 3) Red Mountain Ranch Subdivision Filing 5, Final Plat to subdivide the property into seven (7) parcels; and 4) Annexation and Development Agreement approval.

BACKGROUND:

The proposed Red Mountain Ranch Annexation is located along Highway 6 east of the Town of Eagle boundaries. The subject property includes 106.194 acres more or less and is currently zoned Resource (R) in unincorporated Eagle County. The proposed annexation does not include the annexation of any Highway 6 right-of-way.

The property is currently used for a variety of purposes. Much of the property is in agricultural use and serves grazing purposes for limited cattle herds and includes a reclaimed gravel mine area. The property also includes two single-family homes and easement agreements for public fishing along the property that are in place and will remain. The property has four existing access points from Highway 6 with gravel driveway improvements. There are some wetlands and other environmentally sensitive areas that have been identified.

Due to recent ownership changes, the three Red Mountain Ranch property owners, Red Mountain Ranch Partnership, LLLP, Griffin Development LLC, and Eagle River Commercial LLC, withdrew and refiled an Annexation Petition with the correct names. On July 28, 2020, Town Council found the annexation application was in substantial compliance with Section 31-12-107(1) C.R.S., and met the required statutory finds concerning its eligibility for annexation.

The Petitioners are requesting approval of a Planned Unit Development (PUD) that would include nine parcels to accommodate four residential (mixed unit types) planning areas, two commercial planning areas, one public

parcel (Parcel 5B), two open space parcels (OS-1, OS-2) to be dedicated to the Town of Eagle for parks and open space and 14.5 acres of land within Planning Area 3 to be dedicated to a non-profit entity to accommodate an environmental education center and associated open space on both sides of the Eagle River. A maximum of 153 dwelling units of varying densities are proposed throughout the project. Additionally, the applicants are requesting concurrent processing of a preliminary plan and final plat to subdivide 106.194 acres into nine parcels to accommodate the proposed mixed-use development.

The Planning and Zoning Commission heard and considered all applications along with a Community Plan Exception Request at the February 19, 2019 public hearing and recommended conditional approval. On March 5, 2019, the Planning and Zoning Commission considered a Subdivision Sketch Plan and recommended approval with conditions. A public hearing before the Town Board of Trustees was conducted on March 26, 2019 wherein these applications were opened for public comment. Since that public hearing, the applicant has revised the project parameters to address public comment, the Planning and Zoning Commission recommendations, and Council directives. Key highlights are listed below:

- Eliminated Planning Area 7 (24.5 acres) from the proposed development
- Redistributed nine (9) units from Planning Area 7 into Planning Area 4 to allow 44 units on 13.8 Acres
- Addressed provisions for adequate public facilities (extension of water main and installation of a private wastewater system)
- Secured CDOT access permits along Highway 6
- Set forth provisions for construction of the Discovery Trail
- Provided allowance for a metropolitan district to finance improvement
- Set forth submission requirements of the Riparian Area Management Plan (the "RAMP") and limitations on river access
- Included a 75-foot stream setback and water resource protection measures
- Set forth limitations on river access
- Included standards for trails in the PUD
- Agreements to convey open space to the Town and for the nature center
- Solidified a cash-in-lieu contribution to meet the Local Employee Residency Program (LERP) requirements
- Agreed a real estate transfer assessment
- Agreed to vesting terms
- Addressed Planning and Zoning Commission conditions of approval

Due to the discovery that a portion of the property was previously platted and the applicant's intent to collateralize the property in order to fund the required infrastructure improvements, the Planning and Zoning Commission considered a concurrent Preliminary Plan/Final Plat to subdivide the property into seven parcels and recommended approval with one condition on April 21, 2020.

ANALYSIS:

Annexation. Annexation is a discretionary action on the part of the Town. Section 4.15.010 of the Eagle Municipal Code addresses the annexation process and requirements as well as the Eagle Area Community

Plan. Annexations must also be in compliance with Title 31, Article 12 of the Colorado Revised Statutes and the Colorado Constitution:

Standard #1: Compliance with the provisions of Title 31, Article 12 of the Colorado Revised Statutes.

Staff Comments: The Town accepted a petition from the three Red Mountain Ranch property owners: Red Mountain Ranch, Red Mountain Ranch Partnership, LLLP, Griffin Development LLC, and Eagle River Commercial LLC as the owners of 100% of the entire property seeking annexation, at its Town Council meeting on July 28, 2020.

The property's boundaries are contiguous with the Town of Eagle boundary for 7,476 feet of its 19,485-foot total exterior boundary (or 38% of its perimeter) as demonstrated on the updated Annexation Map; thereby exceeding the one-sixth contiguity requirement per C.R.S. § 31-12-104(a). Staff finds the proposed annexation meets the statutory urbanization and integration requirements, and the majority of the property is within the Urban Growth Boundary as defined in the Eagle Area Community Plan. Lastly, the proposed annexation would not extend the Town's boundary more than three miles in any direction.

Standard #2: Conformance with the Eagle Municipal Code Chapter 4.15.

The Town's Municipal Code reiterates the requirements of the Colorado Revised Statutes as it relates to Annexations and adds that "All petitions for annexation shall also be accompanied by a statement setting forth the proposed water rights to be dedicated to the Town at the time of annexation."

Staff Comment: The applicant has agreed to dedicate 30.85 acre feet of quantified consumptive use credits under the Warren Ditch, 7.82 acre feet of quantified consumptive use credits under the Wilkinson Ditch, and an estimated 7.48 acre feet of consumptive use credits associated with the Nogal Parcel 3 for a total of 51.61 acre feet of water historically consumed on the property to be annexed.

Standard #3: Conformance with the Comprehensive Plan.

Staff Comments: The Red Mountain Ranch property, with the exception of Parcel 6, falls within the Urban Growth Boundary as defined within the Eagle Area Community Plan. Parcel 6 is located adjacent to but outside of the mapped EACP Urban Growth Boundary. As such, the applicant requested a Community Plan Exception. At the February 19, 2019, public hearing, the Planning and Zoning Commission unanimously approved the Community Plan Exception provided that the conditions of approval were met for the Planned Unit Development (PUD). Staff finds the proposed annexation furthers the goals and policies of the Eagle Area Community Plan, the Town of Eagle Strategic Plan, and the Eagle River Corridor Plan.

Annexation and Development Agreement

The Annexation and Development Agreement (the "ADA") establishes the terms and conditions under which the development of the property will occur. All three separate developers have executed the ADA, and they are jointly liable under the ADA.

The key terms of the ADA are as follows:

- 20 year term
- Reimbursement of all Town staff and consultant expenses
- CDOT issuance of access permits prior to development commencing
- Extension of the water main, maintained and operated by Developers and their successors until it is looped at the most eastern end of the property, at which point it will be operated and maintained by the Town
- Installation of a private wastewater system to be owned, operated and maintained by either a metro district or other entity acceptable to the Town
- Construction of Discovery Trail
- Allowance for a metropolitan district to finance improvements
- Submission of a Riparian Area Management Plan (the "RAMP")
- Limitations on river access
- Conveyance of open space to the Town and for the nature center
- Payment of impact fees at the time of building permit issuance
- \$750,000 payment for Local Employee Residences (\$375,000 now and \$375,000 in 3 years)
- Maximum density of 153 units
- Conveyance of 101.55 acre feet of water rights to the Town
- One-time payment of \$39,585, cash in lieu for water dedication of water rights to meet all needs of the development
- Reimbursement of all water court costs, including legal and engineering fees, to change the dedicated water rights for use by the Town
- Up to 3 separate homeowners' associations, each of which shall maintain common areas
- Real estate transfer assessment ("RETA") of 0.4%
- 10 years of vested rights immediately, then another 10 years if the Town initially accepts the water main extension through Planning Area 1 within the first 10 years

Fiscal Impact Analysis

Staff Comments: The applicant submitted an updated Fiscal Impact Analysis on June 6, 2019. The revised analysis is based upon the construction of a total of 153 residential units and 15,000 square feet of commercial space. It is expected that buildout will be complete by the end of 2029 with an aggregate non-inflated value of approximately \$112.225 million. Based upon an average occupancy of 2.81 persons per home it is projected that Red Mountain Ranch, will generate approximately 430 full-time equivalent incremental residents at full-buildout. The report provides an analysis of potential incremental Town of Eagle revenues generated, and general fund expenditures incurred as a result of the annexation and development of Red Mountain Ranch based on forecasted assumptions. The report does not provide an analysis of the potential increased operating and capital expenses in the Town's enterprise funds that will be generated as a result of the annexation and development. Town Staff generally supports methodology of the fiscal impact analysis, however, does not agree with the assumption for the additional expense for public safety. Currently, the report is showing \$57,012 in additional operating expenses for public safety at build out. This amount will only pay for half an officer's wage & benefits at today's current rates. Staff is

recommending at least one additional full-time officer for the development plus other operating costs for that officer. This would entail at least doubling the public safety operating expenditures per household. This adjustment would generate a cost to the Town of at least \$24,416 a year at full build out.

The applicant has agreed to a 0.4% Real Estate transfer Assessment (RETA) as set forth in the ADA. The funds collected from the RETA are to be remitted to the Town's general fund and used for public purposes. Although RETA revenue is considered one-time revenue and will not be consistent on an annual basis, it will assist in covering the additional cost for public safety operating expenditures.

Zoning - Planned Unit Development (PUD)

See Certification of Recommendation dated September 16, 2020 for full project analysis.

The proposed Planned Unit Development consists of a PUD Zoning Plan and PUD Guide. Standards and requirements for Planned Unit Developments are set forth in Section 4.11.030 and summarized below:

Standard #1: The proposed development shall be in conformance with the Town's regulations, goals, and policies.

Section 4.11.030 of the Town Code outlines specific requirement of PUDs as it relates to:

- Size
- Zoning
- Open Space
- Maintenance of Open Space
- Municipal and Park Land Dedication
- PUD Perimeter
- Street Standards
- Phasing

Staff finds the proposed PUD is in conformance with the PUD standards and requirements of the Town Code.

Final Plat

See Certification of Recommendation to the Planning and Zoning Commission dated April 21, 2020 for full project analysis.

The applicant submitted a revised Final Plat dated September 15, 2020 to address the sole Planning and Zoning Commission condition of approval, which was to address technical redlined comments from the Town Planner, Town Engineer, and Town Attorney prior to final plat recordation.

Standard: Per Section 4.12.020.C, the purpose of the final plat is to complete the subdivision of land consistent with the technical standards as an instrument of recording.

Staff finds the revised final plat corrected the technical redlined staff comments. As such, staff finds the proposed Final Plat meets the Town Code technical standards per Section 4.12.020.C and is in compliance with the Town's Subdivision Regulations.

COMMUNITY INPUT: AN17-01 was publicly noticed in accordance with C.R.S. § 31-12-108(2). The Community Development Department re-noticed the associated land use applications (e.g., zoning and preliminary plan/final plat) according to the provisions of the Town of Eagle Land Use and Development Code. Throughout the development review process, Town Staff has recorded all public comments within a [Public Comment Summary Report that is found on the Town's website.](#)

On May 21, 2020, Staff received a Request to Delay of Final Consideration from Brownstein Hyatt Farber Schreck, the firm representing Trinity Red Eagle Development, LLC ("RED"), the owner of the property adjacent to Red Mountain Ranch ("RMR"). The concerns related to a Memorandum of Agreement ("MOA") between the two landowners concerning a permanent drainage easement, highway access points (roundabouts), approving a deficient application, and procedural concerns. On July 23, 2020, RMR property ownership provided a written response, stating that the MOA is a private agreement between the two parties, and Town approval does not impact the MOA as any obligation of RMR in the MOA – including those concerning the roundabouts will continue in effect after final plat approval. The letter also notes that the drainage easement, as indicated on the proposed plat, is accurate. All emails and comments from Trinity Red Eagle Development, LLC and/or their representatives have been collected and included in the attachments listed below. This collection of emails and comments are separate from those in the Public Comment Summary Report noted above.

BUDGET:

None. The proposed annexation will generate review fees. The applicants have agreed to reimburse the Town for expenses and fees incurred by the Town in reviewing and processing the land use applications.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This request is in alignment with the following Strategic Plan Major Objectives:

1. Major Objective #5: Stimulate Economic Vitality, Development:
 - a. Stimulates economic vitality by providing opportunities for economic development and incorporating standards that enhance the look, feel, and experience of Eagle;
 - b. Preserves Eagle's small town feel and promotes Eagle as a great place to raise a family; and
 - c. Advances Eagle as a government, business, and recreational hub for the region.
2. Major Objective #8: Improve Housing Availability and Affordability
 - a. Provides funding resources to the Town to improve housing availability and affordability.
3. Major Objective #9: Continue Investing in Outdoor Activities, Recreation, and Open Space
 - a. Provides several recreational opportunities, including fishing, boating, camping, and youth education through the designation, preservation, and dedication of lands for such uses.

RECOMMENDED ACTION OR PROPOSED MOTION:

1. Approve Resolution No. 68 Series 2020, A Resolution of the Town Council of the Town of Eagle, Colorado making certain Findings of Fact Regarding the Proposed Annexation of Real Property Located in Unincorporated Eagle County (Red Mountain Ranch).
2. Approve Ordinance No. 22 Series 2020, An Ordinance of the Town Council of the Town of Eagle, Colorado Annexing to the Town Certain Unincorporated Territory in Eagle County, Zoning the Property Planned Unit Development, Approving the Associated Final Plat and Approving the Associated Annexation and Development Agreement Creating Vested Property Rights (Red Mountain Ranch).

ATTACHMENTS: [Exhibits in this document are linked. Click on the Exhibit to jump to that section. Click on the Title Page of each Exhibit to jump back to this list.](#)

- Exhibit A: Annexation Land Use and Development Application dated July 10, 2020
- Exhibit B: Annexation Petition dated July 10, 2020
- Exhibit C: Resolution No. 41 (Series of 2020), Accepting a Petition for Annexation of Red Mountain Ranch and Setting a Public Hearing
- Exhibit D: Annexation Map
- Exhibit E: Annexation and Development Agreement
- Exhibit F: Resolution No. 68 A Resolution making certain Findings of Fact regarding the proposed Annexation of Red Mountain Ranch
- Exhibit G: Ordinance No. 22 An Ordinance Annexing to the Town Certain Unincorporated Territory in Eagle County, Zoning the Property Planned Unit Development, Approving the Associated Final Plat and Approving the Associated Annexation and Development Agreement Creating Vested Property Rights (Red Mountain Ranch)
- Exhibit H: Certificate of Recommendation Red Mountain Ranch PUD dated September 16, 2020
- Exhibit I: PUD Original Application and Narrative dated June 13, 2017
- Exhibit J: PUD Guide dated September 15, 2020
- Exhibit K: PUD Zoning Plan dated April 3, 2020
- Exhibit L: Red Mountain Ranch Slope Exhibits dated December 30, 2019
- Exhibit M: Red Mountain Ranch Town Board Public Hearing Minutes dated February 13, 2018; March 12, 2019; March 26, 2019; April 23, 2019; May 28, 2019; June 11, 2019; July 23, 2019 and September 24, 2019.
- Exhibit N: RMR Filing 5, Final Plat Application dated July 17, 2020
- Exhibit O: RMR Filing 5, Final Plat dated September 15, 2020
- Exhibit P: RMR Subdivision Filing 5, Final Plat Planning and Zoning Commission Staff Report dated April 21, 2020
- Exhibit Q: RMR Subdivision Filing 5, Final Plat Planning and Zoning Commission Meeting Minutes dated April 21, 2020
- Exhibit R: RMR Title Commitment dated August 24, 2020 ([LINK](#))
- Exhibit S: Request to Delay of Final Consideration from RED dated May 21, 2020

- Exhibit T: Red Mountain Ranch Response to the Request to Delay Final Considering request from RED dated July 23, 2020
- Exhibit U: Email correspondence with RED including attachments
- Exhibit V: Request to Refrain from Approving Application from RED dated September 16, 2020
- Exhibit W: Additional Opposition Comments from RED dated September 17, 2020

EXHIBIT A:
Annexation Land Use and
Development Application
dated July 10, 2020
(ATTACHED)



TOWN OF EAGLE
COMMUNITY DEVELOPMENT
200 BROADWAY • PO BOX 609 • EAGLE, CO 81631
PHONE: 970-328-9655 • FAX: 970-328-9656
www.townofeagle.org

LAND USE & DEVELOPMENT APPLICATION

Pursuant to the Land Use & Development Code, Title 4

ZONING REVIEW	DEVELOPMENT REVIEW	SUBDIVISION REVIEW
☐ Special Use Permit	☐ Minor Development Permit	☐ Concept Plan
☐ Zoning Variance	☐ Major Development Permit	☒ Preliminary Plan
☐ Rezoning	PLANNED UNIT DEVELOPMENT (PUD) REVIEW	☒ Final Plat
☐ Temporary Use Permit	☒ PUD Zoning Plan	☐ Lot Line Adjustment
☐ Amendment to Zone District Regulations	☐ PUD Development Plan	☐ Condominium / Townhouse
☐ Encroachment Permit		☐ Minor Subdivision

PROJECT NAME Red Mountain Ranch

PRESENT ZONE DISTRICT EC Resource

PROPOSED ZONE DISTRICT PUD
(if applicable)

LOCATION

STREET ADDRESS to be determined

PROPERTY DESCRIPTION

SUBDIVISION see attached

LOT(S) _____

BLOCK _____

(attach legal description if not part of a subdivision)

DESCRIPTION OF APPLICATION/PURPOSE

Annexation, PUD Zoning Plan, Preliminary Plan and Final Plat

APPLICANT NAME see attached

PHONE _____

ADDRESS _____

EMAIL _____

OWNER OF RECORD see attached

PHONE _____

ADDRESS _____

EMAIL _____

REPRESENTATIVE* Merv Lapin

PHONE 9704796001

ADDRESS 232 West Meadow Drive

EMAIL mervlapin@hotmail.com

*A representative must submit an affidavit or power of attorney signed by the property owner of record authorizing the representation.

APPLICATION SUBMITTAL ITEMS:

The following submittal materials must be submitted in full before the application will be deemed complete (please check all items that are being submitted):

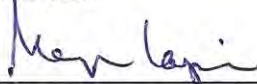
- ☐ Applicable fees and deposits.
- ☐ Project Narrative, describing the project, its compliance with any applicable review criteria, any impacts to the surrounding area, and any other relevant information.
- ☐ Surrounding and interested Property Ownership Report (see project specific checklist for more information).
- ☐ Proof of Ownership (ownership & encumbrance report) for subject property.
- ☐ Site Plan, drawn to scale and depicting the locations and boundaries of existing and proposed lots and structures.
- ☐ Project specific checklist.

FEES AND DEPOSITS:

See Eagle Municipal Code Section 4.03.080

1. Application fees shall be paid in full at the time of the filing of the application and unless paid, the application shall not be deemed complete. All fees are nonrefundable.
2. As described in Eagle Municipal Code § 4.03.080, third-party consultants may be necessary for the review and processing of applications. These costs ("pass-through costs") must be paid by the applicant. If pass-through costs are expected, the applicant must pay a deposit at the time the application is filed. If at any time the deposit does not fully cover the pass-through costs, the applicant must pay another subsequent deposit before the Town will continue processing the application.
3. The Town may withhold the recording of any Subdivision Final Plat or Development Plan or the signing of any Resolution or Ordinance until all pass-through fees are paid in full.
4. Within 30 days of approval or denial of an application, any remaining deposit shall be returned to the applicant. If an application is withdrawn, any remaining deposit shall be returned to the applicant within 60 days.

I have read the application form and certify that the information contained herein is correct and accurate to the best of my knowledge. I understand that it is my responsibility to provide the Town with accurate information related to this application. I UNDERSTAND THAT FILING AN APPLICATION IS NOT A GUARANTEE THAT THE APPLICATION WILL BE APPROVED.



Signature

7-10-20

Date

FOR OFFICE USE ONLY

DATE RECEIVED _____	BY _____	FILE NUMBER _____
REVIEW FEE _____	DATE PAID _____	RECEIVED BY _____
DATE CERTIFIED COMPLETE _____	BY _____	
P&Z HEARING DATE _____	DECISION _____	
BOT HEARING DATE _____	DECISION _____	

EXHIBIT B:
Annexation Petition dated
July 10, 2020
(ATTACHED)

**PETITION FOR ANNEXATION
RED MOUNTAIN RANCH ANNEXATION**

TO: BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO

**RE: PETITION FOR THE ANNEXATION FOR THE RED MOUNTAIN RANCH
ANNEXATION TO THE TOWN OF EAGLE AS DESCRIBED IN EXHIBIT A:
LEGAL DESCRIPTION OF RED MOUNTAIN RANCH ATTACHED HERETO**

The undersigned Petitioners ("**Petitioners**"), in accordance with the provisions of Sections 31-12-101, *et. seq.* Colorado Revised Statutes, ("**C.R.S.**"), the Municipal Annexation Act of 1965, as amended and as in effect on the submission date set forth below ("**Annexation Act**"), hereby petitions the Board of Trustees of the Town of Eagle, Colorado ("**Town**"), for annexation to the Town of land situated in the unincorporated territory located in the County of Eagle, State of Colorado, which property is more particularly described in **Exhibit A: Legal Description of Red Mountain Ranch** attached hereto and incorporated herein by reference ("**Property**").

In support of this Petition, the Petitioners further state to the Board of Trustees of the Town as follows:

1. Annexation of the Property into the Town of Eagle is desirable and necessary.
2. The Property meets the requirements of C.R.S. §31-12-104 and §31-12-105 in that:
 - a. Not less than one-sixth (1/6th) of the perimeter of the Property is contiguous with the Town's current municipal boundaries.
 - b. A community of interest exists between the Property and the Town; the Property is urban or will be urbanized in the near future; and the Property is integrated with or is capable of being integrated with the Town.
 - c. The Petitioners, Red Mountain Ranch Partnership, LLLP, Griffin Development LLC, and Eagle River Commercial LLC, are the owners of 100% of the Property as landownership is defined for the purposes of C.R.S. §31-12-107(1)(g); and hereby consent to the establishment of the boundaries of the territory included in the area proposed to be annexed as shown on the annexation plat submitted herewith.
 - d. The Property is not presently part of any incorporated city, city and county, or town; nor have annexation proceedings been commenced for the annexation to another municipality of part or all of the Property; nor has any election for annexation of the Property or substantially the same territory to the Town, been held within twelve (12) months immediately preceding the filing of this Petition.
 - e. The annexation of the Property will not result in the detachment of area from any school district and the attachment of the same to another school district.

- f. The annexation of the Property will not have the effect of extending the boundary of the Town more than three (3) miles in any direction from any point of the Town's boundary in any one (1) year.
 - g. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the Property.
 - h. Reasonable access shall not be denied to landowners, owners of an easement, or the owners of a franchise, adjoining any platted street or alley annexed by the Town but not bounded on both sides by the Town.
 - i. The requirement of C.R.S. Sections 31-12-105 exist or have been met.
 - j. Petitioners reserves the right to withdraw this Petition at any time prior to the Town's final approval of the annexation.
 - k. Petitioners reserve the right to withdraw this Petition if the Town imposes terms and conditions which are in addition to this Petition and the Annexation and Development Agreement.
3. This Petition is accompanied by four copies of an annexation map containing, among other things, the following information:
- a. A written legal description of the boundaries of the Property;
 - b. A map showing the boundary of the Property;
 - c. Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or lots and blocks;
 - d. Next to the boundary of the Property, a drawing of the contiguous boundary of the Town abutting the Property and the contiguous boundary of any other municipality abutting the Property.
4. In connection with the processing of this Petition, the Petitioners request that the Town approve and execute an annexation and development agreement ("**Annexation and Development Agreement**") which establishes vested property rights for a site specific development plan for the Property for an agreed upon term pursuant to Article 68, Title 24, Colorado Revised Statutes.
5. Petitioners have filed this Petition subject to the following conditions:
- a. that the Town Board approve an Annexation and Development Agreement concurrently with approval of zoning at the same hearing as and immediately following the Town Board approval of annexation of the Property;

- b. that the Annexation and Development Agreement and zoning approval are acceptable to the Petitioners, including any revisions or conditions approved by the Town Board at the hearing, which determination by Petitioners shall be made at the hearing or by the end of three (3) business days following the hearing;
 - c. that the Town Board approvals become final and non-appealable;
 - d. the annexation shall not become effective, and neither Petitioners nor the Town shall file the annexation ordinance and map with the Eagle County Clerk and Recorder until after the effective date of both the ordinance approving the annexation and the ordinance approving the zoning and Annexation and Development Agreement; and,
 - e. Petitioners reserve the right to withdraw this Petition if Petitioners object to and reject the Annexation and Development Agreement and/or approval of zoning for the Property, which notice of objection and rejection and withdrawal of this Petition shall be provided in writing to the Town by the end of three (3) business days following the final action by the Town Board to approve the Annexation and Development Agreement and zoning for the Property, and which right of Petitioners to withdraw this Petitioners shall thereafter be waived and released if not exercised timely.
6. Upon the annexation of the Property becoming effective, the Property shall become subject to all ordinances, resolutions, rules and regulations of the Town, except as otherwise set forth in the Annexation and Development Agreement.
7. Except for the terms and conditions of this Petition and of the Annexation and Development Agreement, which terms and conditions the Petitioners expressly approves and therefore do not constitute an imposition of additional terms and conditions within the meaning of C.R.S. §31-12-107(1)(g), Petitioners request that no additional terms and conditions be imposed upon annexation of the Property to the Town.

**EXHIBIT A:
LEGAL DESCRIPTION OF RED MOUNTAIN RANCH**

A parcel of land situate in Sections 26, 27, 33, and 34, Township 4 South, Range 84 West, of the Sixth Principal meridian, being a portion of Tracts 58, 59 and 70, of said Township and Range, County of Eagle, State of Colorado, being a portion of those lands described in Land Survey Plat No. 574, 575, and 576, as deposited in the Eagle County Eagle County Land Survey Plat Records, more particularly described as follows:

Beginning at a point on the south line of Highway 6 right of way and subject property; thence departing said south line S 73°54'09" E, 166.17 feet; thence N 83°53'51" E, 164.57 feet; thence N 03°16'32" E, 207.75 feet; thence N 88°53'49" E, 1444.68 feet; thence N 00°03'48" E, 1304.45 feet; thence N 89°56'08" E, 1452.88 feet; thence N 01°26'49" W, 410.52 feet to the approximate centerline of the Eagle River; thence along said approximate centerline of the Eagle River S 74°05'42" E, 61.00 feet; thence N 89°29'45" E, 168.06 feet; thence N 60°21'13" E, 237.26 feet; thence N 41°29'08" E, 382.43 feet; thence N 36°38'50" E, 287.00 feet; thence N 47°37'56" E, 301.83 feet; thence N 53°45'25" E, 221.64 feet; thence N 56°52'49" E, 306.49 feet; thence N 67°43'57" E, 484.77 feet; thence S 85°00'54" E, 131.72 feet; thence S 75°53'38" E, 341.87 feet; thence N 83°57'06" E, 341.07 feet; thence N 71°13'40" E, 310.58 feet; thence N 57°40'11" E, 499.51 feet; thence N 42°33'26" E, 259.34 feet; thence N 32°48'52" E, 262.87 feet; thence N 21°21'27" E, 271.70 feet; thence N 18°01'29" E, 171.02 feet; thence N 38°30'11" E, 154.44 feet; thence N 52°40'07" E, 201.11 feet; thence departing said approximate centerline of the Eagle River N 26°50'41" W, 63.81 feet to the south line of Highway 6 right of way; thence along said south line of Highway 6 right of way S 63°08'01" W, 3932.72 feet; thence in a southwesterly direction with anon-tangent curve turning to the left with a radius of 11410.00 feet, having a chord bearing of S 61°05'01" W and a chord distance of 816.31 feet, having a central angle of 04°06'00" and an arc length of 816.48 feet; thence S 59°02'01" W, 2572.80 feet; thence in a southwesterly direction with a tangent curve turning to the left with a radius of 2242.00 feet, having a chord bearing of S 42°41'01" W and a chord distance of 1262.26 feet, having a central angle of 32°42'00" and an arc length of 1279.56 feet to a 1350; thence S 26°20'01" W, 267.31 feet to the Point of Beginning.

Containing 106.194 acres more or less.

EAGLE RIVER COMMERCIAL LLC

Mervyn Lapin
Mervyn Lapin, Member

Date of Signature: July 10, 2020

MERVYN LAPIN

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 10th day of July, 2020, by Mervyn Lapin, Member of Eagle River Commercial LLC, a Colorado limited liability company.

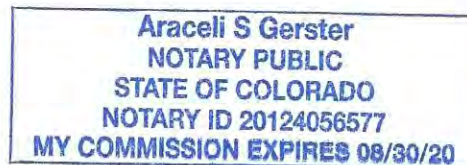
My commission expires: August 30 2020

Witness my hand and official seal

[SEAL]

Araceli S Gerster
Mailing Address of Petitioner:

Eagle River Commercial LLC
232 West Meadow Dr.
Vail, CO 81657



THEREFORE, PETITIONERS RESPECTFULLY REQUEST that the Board of Trustees of the Town of Eagle, Colorado approve and complete the annexation of the Property pursuant to the provisions of the Municipal Annexation Act of 1965, as amended.

SIGNATURE OF LANDOWNER/PETITIONERS:

RED MOUNTAIN RANCH PARTNERSHIP, LLLP

Mervyn Lapin
Mervyn Lapin, General Partner

Date of Signature: July 10, 2020

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 10th day of July, 2020, by Mervyn Lapin, General Partner of Red Mountain Ranch Partnership, LLLP, a Colorado limited liability limited partnership.

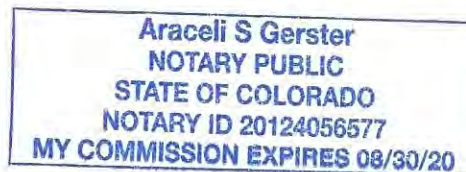
My commission expires: August 30 2020

Witness my hand and official seal
A Gerster

[SEAL]

Mailing Address of Petitioner:

Red Mountain Ranch Partnership, LLLP
232 West Meadow Dr.
Vail, CO 81657



GRIFFIN DEVELOPMENT LLC

By: [Signature]
Name: Rodrigo Cortina
Title: MANAGER

Date of Signature: July 10, 2020

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 10th day of July, 2020, by Rodrigo Cortina as Manager of Griffin Development LLC, a Colorado limited liability company.

My commission expires: August 30 2020

Witness my hand and official seal

[SEAL]

[Signature]

Mailing Address of Petitioner:

Griffin Development LLC
P.O. Box 3149
Vail, CO 81658

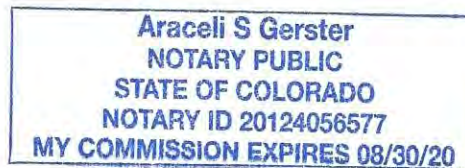


EXHIBIT C:
Resolution No. 41 (Series
2020), Accepting a Petition for
Annexation of Red Mountain
Ranch and Setting a Public
Hearing
(ATTACHED)

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 41
(Series of 2020)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
ACCEPTING A PETITION FOR ANNEXATION OF A PARCEL OF LAND LOCATED IN
UNINCORPORATED EAGLE COUNTY AND SETTING A PUBLIC HEARING ON THE
ANNEXATION (RED MOUNTAIN RANCH)

WHEREAS, on July 10, 2020, Red Mountain Ranch Partnership, LLLP, Eagle River Commercial LLC and Griffin Development LLC, owners of unincorporated territory comprising more than 50% of the area proposed for annexation pursuant to C.R.S. § 31-12-107, filed a petition for annexation (the "Petition") of certain unincorporated land to the Town, which land is more particularly described in Exhibit A attached to the Petition;

WHEREAS, pursuant to C.R.S. § 31-12-108, the Town may accept the Petition, if complete, and establish a date, time and place that the Town Council will hold a public hearing to consider the annexation and the applicable requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, and the Colorado Constitution; and

WHEREAS the Town Council, at its regular meeting on July 28, 2020, reviewed the Petition and various documents submitted in support of the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. The Petition is hereby accepted as substantially in compliance with the petition requirements set forth under the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*

Section 2. A public hearing is scheduled for Tuesday, September 22, 2020, at 6:00 p.m., at the Eagle Town Hall, 200 Broadway, Eagle, Colorado, at which the Town Council will determine if the proposed annexation complies with the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, and Article II, § 30 of the Colorado Constitution.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the Town, any resident of a municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Eagle County may appear at such hearing and present evidence upon any matter to be determined by the Town Council.

INTRODUCED, READ, PASSED AND ADOPTED ON JULY 28, 2020.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land situate in Sections 26, 27, 33, and 34, Township 4 South, Range 84 West, of the Sixth Principal meridian, being a portion of Tracts 58, 59 and 70, of said Township and Range, County of Eagle, State of Colorado, being a portion of those lands described in Land Survey Plat No. 574, 575, and 576, as deposited in the Eagle County Eagle County Land Survey Plat Records, more particularly described as follows:

Beginning at a point on the south line of Highway 6 right of way and subject property; thence departing said south line S 73°54'09" E, 166.17 feet; thence N 83°53'51" E, 164.57 feet; thence N 03°16'32" E, 207.75 feet; thence N 88°53'49" E, 1444.68 feet; thence N 00°03'48" E, 1304.45 feet; thence N 89°56'08" E, 1452.88 feet; thence N 01°26'49" W, 410.52 feet to the approximate centerline of the Eagle River; thence along said approximate centerline of the Eagle River S 74°05'42" E, 61.00 feet; thence N 89°29'45" E, 168.06 feet; thence N 60°21'13" E, 237.26 feet; thence N 41°29'08" E, 382.43 feet; thence N 36°38'50" E, 287.00 feet; thence N 47°37'56" E, 301.83 feet; thence N 53°45'25" E, 221.64 feet; thence N 56°52'49" E, 306.49 feet; thence N 67°43'57" E, 484.77 feet; thence S 85°00'54" E, 131.72 feet; thence S 75°53'38" E, 341.87 feet; thence N 83°57'06" E, 341.07 feet; thence N 71°13'40" E, 310.58 feet; thence N 57°40'11" E, 499.51 feet; thence N 42°33'26" E, 259.34 feet; thence N 32°48'52" E, 262.87 feet; thence N 21°21'27" E, 271.70 feet; thence N 18°01'29" E, 171.02 feet; thence N 38°30'11" E, 154.44 feet; thence N 52°40'07" E, 201.11 feet; thence departing said approximate centerline of the Eagle River N 26°50'41" W, 63.81 feet to the south line of Highway 6 right of way; thence along said south line of Highway 6 right of way S 63°08'01" W, 3932.72 feet; thence in a southwesterly direction with anon-tangent curve turning to the left with a radius of 11410.00 feet, having a chord bearing of S 61°05'01" W and a chord distance of 816.31 feet, having a central angle of 04°06'00" and an arc length of 816.48 feet; thence S 59°02'01" W, 2572.80 feet; thence in a southwesterly direction with a tangent curve turning to the left with a radius of 2242.00 feet, having a chord bearing of S 42°41'01" W and a chord distance of 1262.26 feet, having a central angle of 32°42'00" and an arc length of 1279.56 feet to a 1350; thence S 26°20'01" W, 267.31 feet to the Point of Beginning.

Containing 106.194 acres more or less.

**EXHIBIT D:
Annexation Map
(ATTACHED)**

CERTIFICATION OF OWNERSHIP

MERVYN LAPIN REVOCABLE TRUST & Red Mountain Ranch LLLP being the owners of 100 percent of the property exclusive of streets and alleys described as:

A parcel of land situate in Section 4, Township 5 South, Range 84 West, of the Sixth Principal meridian, being a portion of Tracts 38, 44 and 55, of said Township and Range, County of Eagle, State of Colorado, being more particularly described as follows:

Beginning at a point on the south line of Highway 6 right of way and subject property, thence departing said south line S 73°54'19" E, 166.17 feet to the approximate centerline of the Eagle River; thence along said approximate centerline of the Eagle River N 83°53'41" E, 164.57 feet; thence N 03°16'22" E, 207.75 feet; thence N 88°53'39" E, 1444.68 feet; thence N 00°03'38" E, 1304.45 feet; thence N 89°55'58" E, 1452.88 feet; thence N 01°26'59" W, 410.52 feet; thence S 74°05'52" E, 61.00 feet; thence N 89°29'35" E, 168.06 feet; thence N 60°21'03" E, 237.26 feet; thence N 41°28'58" E, 382.43 feet; thence N 36°38'40" E, 287.00 feet; thence N 47°37'46" E, 301.83 feet; thence N 53°45'15" E, 221.64 feet; thence N 56°52'39" E, 306.49 feet; thence N 67°43'47" E, 487.77 feet; thence S 85°01'04" E, 131.72 feet; thence S 75°53'48" E, 341.87 feet; thence N 83°56'56" E, 341.07 feet; thence N 71°13'30" E, 309.64 feet; thence N 57°40'54" E, 500.75 feet; thence N 42°33'16" E, 259.00 feet; thence N 32°48'42" E, 262.87 feet; thence N 21°21'17" E, 271.70 feet; thence N 18°01'19" E, 171.02 feet; thence N 38°30'01" E, 154.44 feet; thence N 52°39'57" E, 201.11 feet; thence departing said approximate centerline of the Eagle River N 26°50'41" W, 63.81 feet to the south line of Highway 6 right of way; thence along said south line of Highway 6 right of way S 63°08'45" W, 1724.56 feet; thence S 63°07'51" W, 2211.15 feet; thence 816.48 feet along the arc of a non-tangent curve to the left having a radius of 11410.00 feet, a central angle of 04°06'00" and a chord which bears S 61°04'51" W, 816.31 feet; thence S 59°01'51" W, 2572.80 feet; thence 1279.56 feet along the arc of a non-tangent curve to the left having a radius of 2242.00 feet, a central angle of 32°42'00" and a chord which bears S 42°40'51" W, 1262.26 feet; thence S 26°19'51" W, 267.31 feet to the Point of Beginning - Containing 106.218 acres more or less

have by these presents laid out and platted the same as shown hereon and designate the same as RED MOUNTAIN RANCH - PARCEL 1 Annexation to the Town of Eagle, County of Eagle, State of Colorado.

EXECUTED this ____ day of _____, 20__.

Owner: MERVYN LAPIN REVOCABLE TRUST, MERVYN LAPIN, TRUSTEE
232 W MEADOW DR
VAIL, CO 81657-5079

By: _____
MERVYN LAPIN TRUSTEE of MERVYN LAPIN REVOCABLE TRUST

Owner: Red Mountain Ranch LLLP
In Care Of Name MERVYN LAPIN
Owner Address 232 W MEADOW DR
VAIL, CO 81657-5079

By: _____
Mervyn Lapin, _____ of Red Mountain Ranch LLLP

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing Certificate of Dedication and Ownership was acknowledged before me this ____ day of _____, A.D. 20__, by Mervyn Lapin, _____ of Red Mountain Ranch LLLP.

Witness my hand and official seal.
My Commission expires _____.

Notary Public

TITLE CERTIFICATE

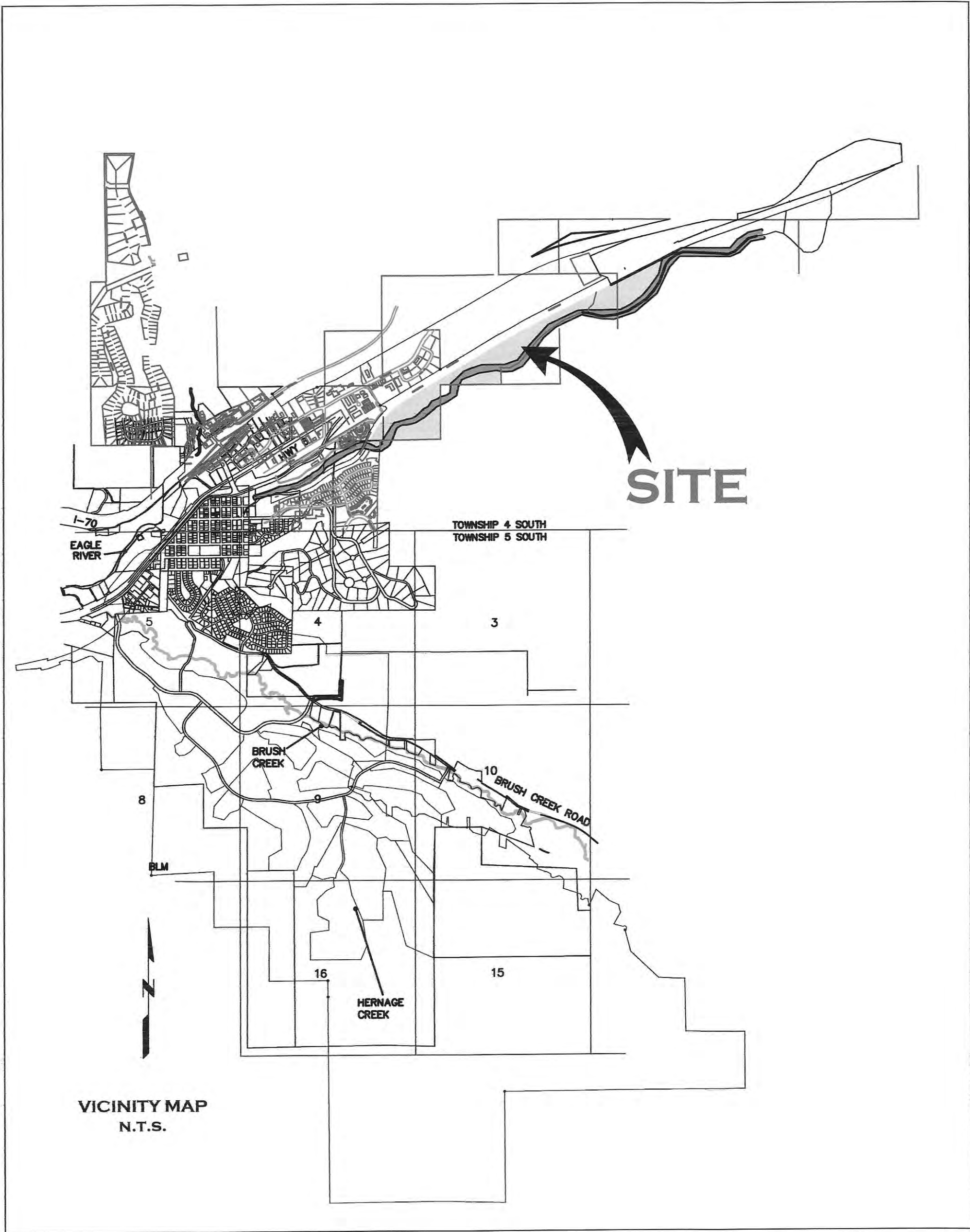
_____ does hereby certify that it has examined the title to all lands shown upon this map and that title to such lands is vested in _____, free and clear of all liens and encumbrances, except as follows: _____

EXECUTED this ____ day of _____, A.D., 20__.

Title Examiner

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

ANNEXATION MAP
RED MOUNTAIN RANCH - PARCEL 1
ADDITION TO THE TOWN OF EAGLE



- NOTES
1. Survey Date: DECEMBER, 2005 & MAY 2006
 2. Basis of Bearings: S59°01'51"W for the north line, as shown and described herein.
 3. CONTIGUITY CALCULATION: The overall boundary of the property is 19,485 linear feet and the linear feet of contiguity with the town boundary 7476 linear feet, which meets and exceeds the 1/6 requirement.
 4. In accordance with, town code 4.15.010 (G), the external boundary shall be monumented prior to recording of the document.
 5. Easements were not researched in the production of this annexation map.

Archibeque Land Consulting, Ltd
~ Professional Land Surveying & Mapping ~
115 Broadway - P.O. Box 3893 Eagle, Colorado 81631
970.328.6020 Office 970.328.6021 Fax

REVISED TJA 05-20-19 ACREAGE
REVISED TJA 04-02-19 PER TOWN COMMENTS
REVISED TJA 02-09-18 PER TOWN COMMENTS
REVISED TJA 02-07-18 PER TOWN COMMENTS
REVISED TJA 03-02-17 OWNERSHIP
REVISED TJA 03-02-17 ACREAGE

BOARD OF TRUSTEES CERTIFICATE

The Board of Trustees of the Town of Eagle, Colorado, by Resolution No. _____, duly adopted on the ____ day of _____, 20__, found and determined that annexation of the property designated herein complies with the requirements contained in Article 12, Title 31, C.R.S., as amended, and that said property is eligible for annexation to the Town of Eagle. The Board of Trustees of the Town of Eagle, Colorado, by Ordinance No. _____, duly adopted on the ____ day of _____, 20__, did annex the property herein described to the Town of Eagle, Colorado.

Attest:

Town Clerk

CLERK AND RECORDER'S CERTIFICATE

This Map was filed for record in the office of the Clerk and Recorder at ____M o'clock, on the ____ day of _____, 20__ and is duly recorded at Reception No. _____

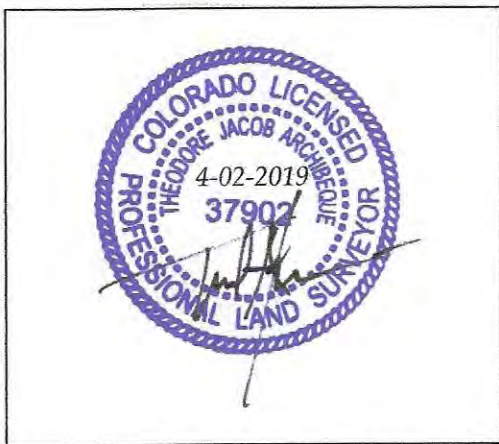
EAGLE COUNTY CLERK AND RECORDER

By: _____
Deputy

SURVEYOR'S CERTIFICATE

I, Theodore J. Archibeque, a professional land surveyor licensed under the laws of the State of Colorado, do hereby certify that this survey was made under my direct supervision and that the information hereon is correct to the best of my knowledge and belief, and that no less than one-sixth (1/6) of the perimeter of the area as shown hereon is contiguous with the existing boundaries of the Town of Eagle, Colorado. I further certify that the external boundaries of the property shown on this plat have been monumented on the ground in accordance with Section 4.15.010(g) of the Eagle Municipal Code.

Executed this ____ day of _____, 20__.

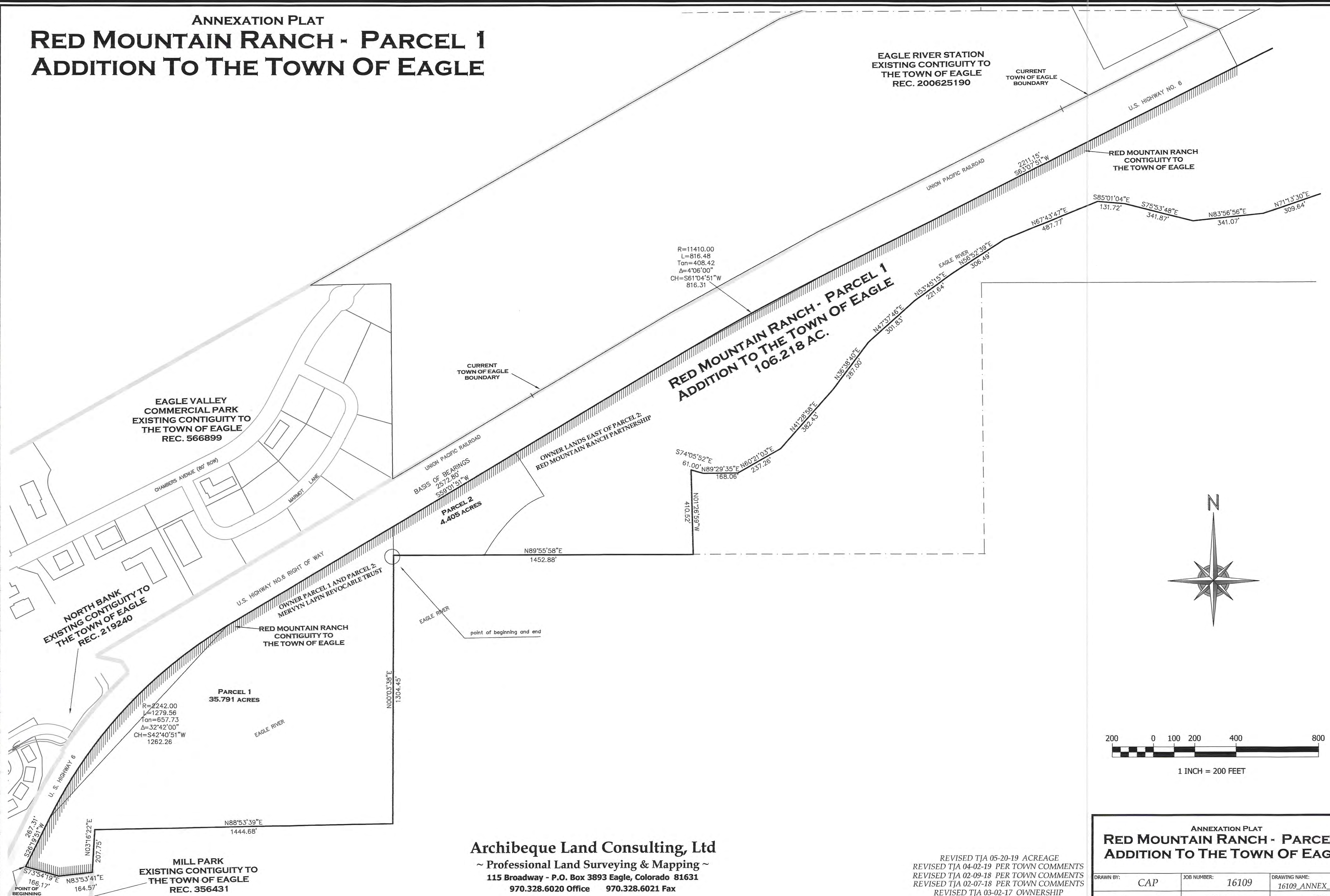


Theodore J. Archibeque, PLS 37902
Professional Land Surveyor State of Colorado

ANNEXATION MAP
RED MOUNTAIN RANCH - PARCEL 1
ADDITION TO THE TOWN OF EAGLE

DRAWN BY:	CAP	JOB NUMBER:	16109	DRAWING NAME:	16109_ANNEX_2.dwg
SHEET	1	OF	3	DATE:	09-26-12
CHECKED BY:	TJA				

ANNEXATION PLAT
RED MOUNTAIN RANCH - PARCEL 1
ADDITION TO THE TOWN OF EAGLE

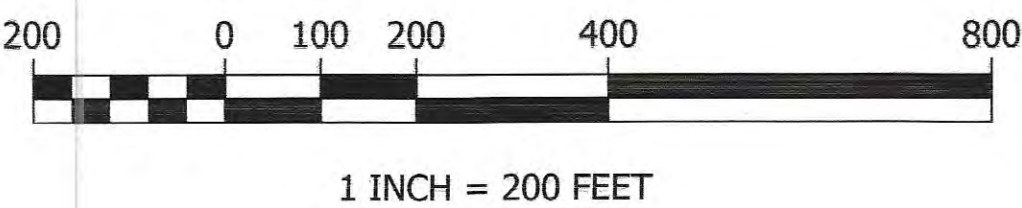
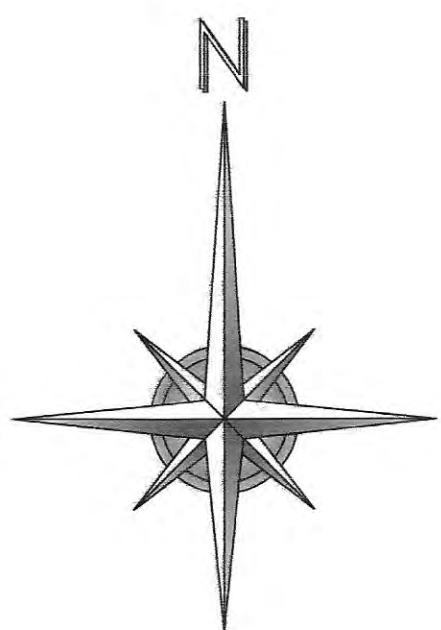
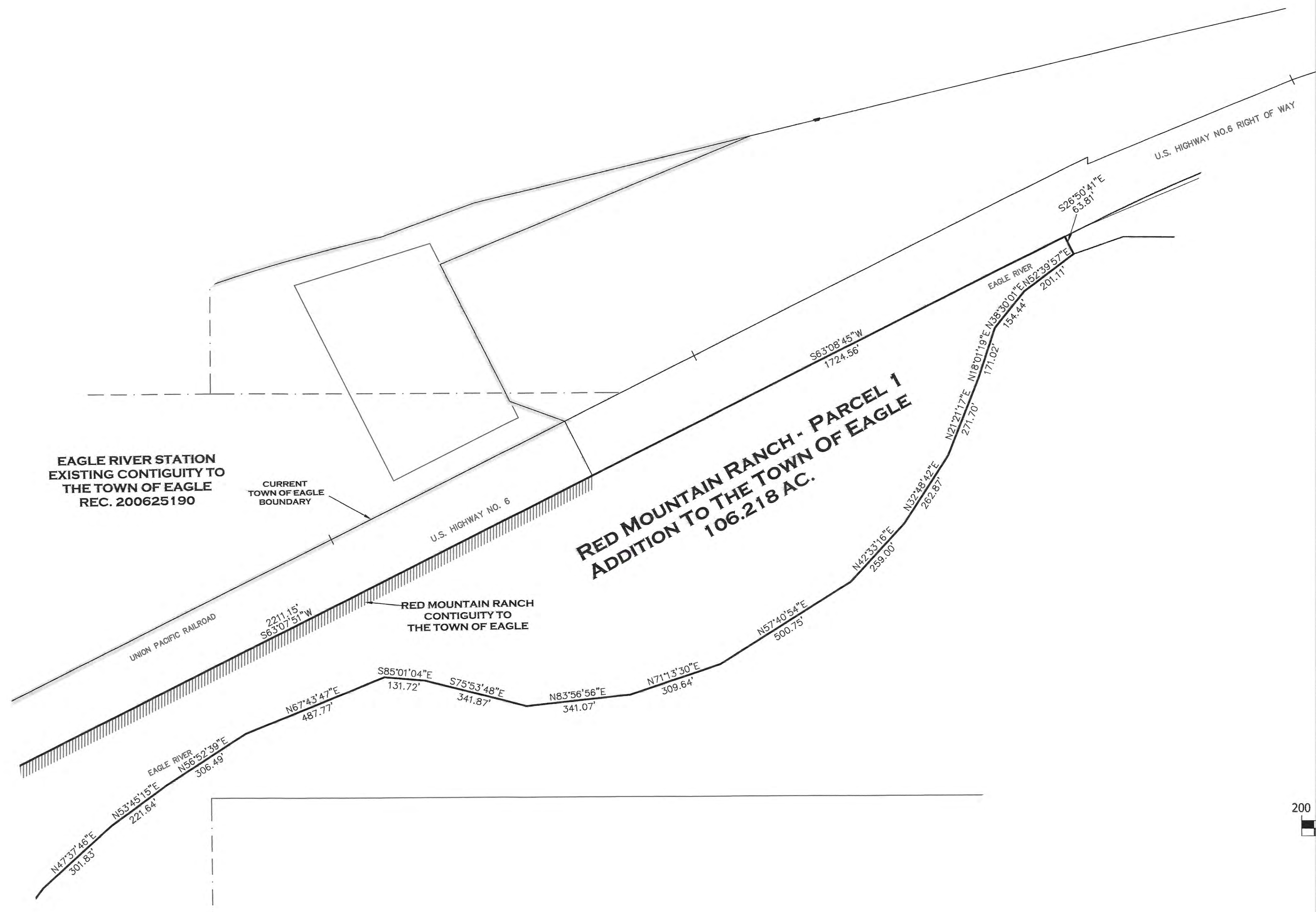


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REVISED TJA 05-20-19 ACREAGE
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REVISED TJA 03-02-17 OWNERSHIP
REVISED TJA 03-02-17 ACREAGE

ANNEXATION PLAT		
RED MOUNTAIN RANCH - PARCEL 1		
ADDITION TO THE TOWN OF EAGLE		
DRAWN BY:	JOB NUMBER:	DRAWING NAME:
CAP	16109	16109_ANNEX_2.dwg
SHEET 2 OF 3	DATE: 09-26-16	CHECKED BY: TJA

ANNEXATION PLAT
RED MOUNTAIN RANCH - PARCEL 1
ADDITION TO THE TOWN OF EAGLE



Archibeque Land Consulting, Ltd
~ Professional Land Surveying & Mapping ~
115 Broadway - P.O. Box 3893 Eagle, Colorado 81631
970.328.6020 Office 970.328.6021 Fax

REVISED TJA 05-20-19 ACREAGE
REVISED TJA 04-02-19 PER TOWN COMMENTS
REVISED TJA 02-09-18 PER TOWN COMMENTS
REVISED TJA 02-07-18 PER TOWN COMMENTS
REVISED TJA 03-02-17 OWNERSHIP
REVISED TJA 03-02-17 ACREAGE

ANNEXATION PLAT
RED MOUNTAIN RANCH - PARCEL 1
ADDITION TO THE TOWN OF EAGLE

DRAWN BY:	CAP	JOB NUMBER:	16109	DRAWING NAME:	16109_ANNEX_2.dwg
SHEET	3 OF 3	DATE:	09-26-16	CHECKED BY:	TJA

EXHIBIT E:
Annexation and Development
Agreement
(ATTACHED)

ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the _____ day of _____, 2020 (the "Effective Date"), by and between the TOWN OF EAGLE, COLORADO, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town"); and EAGLE RIVER COMMERCIAL LLC, a Colorado limited liability company ("ERC") with an address of 232 West Meadow Drive, Vail, Colorado 81657, GRIFFIN DEVELOPMENT LLC, a Colorado limited liability company ("Griffin") with an address of P.O. Box 3149, Vail, Colorado 81658, and RED MOUNTAIN RANCH PARTNERSHIP, LLLP, a Colorado limited liability limited partnership ("RMR") with an address of 232 West Meadow Drive, Vail, Colorado 81657 (collectively "Developer") (each a "Party" and collectively the "Parties").

WHEREAS, collectively, Developer owns approximately 106.194 acres of real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Developer desires to annex the Property to the Town and thereafter develop the Property (the "Development"), and on July 10, 2020, Developer refiled a Petition for Annexation with the Town;

WHEREAS, specifically, Griffin owns Planning Area 1, ERC owns Planning Area 2, and RMR owns Planning Areas 3-6 of the Development;

WHEREAS, contemporaneously with the annexation of the Property, the Town is zoning the Property Planned Unit Development (the "PUD"), which zoning includes a Planned Unit Development Guide (the "PUD Guide") for the Property;

WHEREAS, pursuant to Resolution No. ____, the Town's Board of Trustees found that the Property is eligible for annexation to the Town pursuant to C.R.S. §§ 31-12-104 and 105; and

WHEREAS, the Parties wish to set forth their understanding of the terms and conditions upon which the Property will be annexed to the Town and the Development will proceed.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the terms under and conditions which the Property will be annexed to the Town and the Development will proceed. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Code and other applicable law.
2. **Annexation.** The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, as amended.

3. Term and Termination.

a. This Agreement shall commence on the Effective Date, and shall continue for 20 years from the Effective Date, unless otherwise terminated as provided herein (the "Term"). If the PUD Guide is not approved by the Town or is successfully challenged, or if the annexation of the Property is not completed, then this Agreement shall be null and void and of no force and effect whatsoever.

b. If any judicial proceeding or other legal action is brought by a third party, including referendum or initiative, that challenges this Agreement, the annexation of the Property to the Town, the PUD Guide or any of the Town's resolutions or ordinances, this Agreement will remain in full force and effect through and until the 31st day following entry of a final, non-appealable order resolving such legal action, unless earlier terminated or modified by a written amendment signed by the Parties. However, to the extent any Development Permits, building permits, or any other approval necessary for the Development are delayed or withheld due to the legal action described above, any obligations of Developer under this Agreement shall be tolled until resolution of such legal action.

c. For purposes of this Agreement, "Legal Challenge Period" means the period of time commencing upon the date of final approval by the Board of Trustees of the PUD and ending on the 31st day thereafter.

4. Reserved Rights. Nothing in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its residents.

5. Developer's General Obligations.

a. *No Obligation to Develop.* Developer shall have no obligation under this Agreement to develop all or any portion of the Project and shall have no liability under this Agreement to the Town or any other person or entity for its failure to commence or complete the Development, except as expressly provided herein.

b. *Plans.* With input from the Town, Developer shall prepare all applications and related plans for the Project at Developer's sole cost, which applications and related plans shall comply with the PUD Guide.

c. *Construction of Public Improvements.* The Property may be further subdivided to allow for appropriate development creation of open space parcels and ownership transfers of parcels, tracts and lots, in accordance with the Code. In consideration for the Town's approval of each Development Permit, Developer shall construct and install all of the public improvements required for that subdivision in accordance with the PUD Guide, the Town's applicable ordinances, codes and regulations and all other applicable law. With each Development Permit, Developer shall submit a subdivision improvement agreement, in a form approved by the Town,

to guarantee the construction of the public improvements associated with that Development Permit application.

d. *Reimbursement of Costs.* Developer shall pay to the Town the actual cost incurred by the Town in connection with the annexation, the Development and the PUD Guide pursuant to and in accordance with the Agreement for Payment of Development Review Expenses Incurred by the Town, dated June 2, 2017, by and between the Town and RMR.

e. *Compliance with Law.* Developer shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

f. *Joint and Several Liability.* ERC, Griffin and RMR shall be jointly and severally liable for all obligations of Developer under this Agreement.

g. *Transportation Issues.* Developer has applied for access permits from the Colorado Department of Transportation ("CDOT") for Planning Areas 1-6 as shown on Exhibit B. All required access permits shall have been issued by CDOT prior to submittal of the first application for a Development Permit for the Development. Prior to issuance of the first Development Permit for the Development, Developer shall grant associated access easements to the Town, which will be located within the 50-foot setback from the Highway 6 right-of-way line. Developer also acknowledges that it may need to convey additional land within the Property to the Town for the construction of roadway improvements on Highway 6, as required by CDOT.

6. Specific Improvements.

a. *Water Main Extension.*

i. Developer shall install a water main extension to the eastern end of the Property, designated as Planning Area 6 in accordance with the PUD Guide and Chapter 12.08 of the Code. Although the water main extension shall be dedicated to the Town and operated and maintained by the Town, Developer shall bear all costs of operation,

maintenance, repair and replacement of the water main extension until such time as the water main extension is completed and looped through Planning Area 6 such that water service in Planning Area 6 is tied back into the Town's public water system (the "Looped System"). To ensure payment of these costs, Developer shall post a form of security, acceptable to the Town. The Town shall have the right, at any time, to inspect the water main.

ii. The Town is not obligated to provide potable water service to any Planning Area until the Town has inspected and approved the construction of the water main extension through the subject Planning Area. Each phased extension shall be subject to a 2-year warranty and security as set forth in the applicable subdivision improvement agreement.

iii. Upon completion of the Looped System, the Town shall inspect the Looped System, and if the Town is satisfied that the Looped System complies with the PUD Guide and the Code, the Town will take ownership of the Looped System, and assume all costs of operation and maintenance.

iv. Until the Looped System is complete, Developer shall install a water meter at the end of the line and the Town shall flush the line at a frequency as required to meet State safe water drinking standards. So long as any portion of the water main line is not looped, Developer shall be responsible for payment of the flushed water at the then applicable Town bulk water rate, and all such costs shall be paid within 7 days of receipt of an invoice from the Town for the same.

v. At the time of final approval of a subdivision plat or other Development Permit for other properties that use the Looped System, the Town will use its best efforts to require, as a condition of approval, a proportional reimbursement to Developer. Nothing contained in this Agreement shall operate to create an obligation on the part of the Town to pay or reimburse any costs to Developer in the event such costs are not recovered by the Town as contemplated herein, for any reason, from the properties or property owners that use the Looped System.

b. *Wastewater.*

i. Developer shall construct a private wastewater collection system for Planning Areas 1-6 with lift stations. The plans for the private wastewater collection system shall be submitted to the Town for review and approval for each Planning Area with the application for the associated Development Permit.

ii. Developer shall be responsible for operation and maintenance of the private wastewater collection system, provided that Developer may transfer operation and maintenance responsibilities to the Metro District, or if no Metro District is established, to another entity satisfactory to the Town in the Town's sole discretion. In no case shall the private wastewater collection system be operated or maintained by a homeowners' association. The entity responsible for the private wastewater collection system shall be

established and approved by the Town prior to submittal of the application for the first Development Permit for the Development.

iii. Once constructed pursuant to the Town's standards and specifications and approved by the Town (which construction and approval may occur in phases), the private wastewater collection system shall be connected to the Town's public wastewater collection system.

iv. The Town shall never be responsible for the ownership, operation or maintenance private wastewater collection system.

c. *Discovery Trail.* Developer shall construct a soft surface trail for pedestrian use and public access to the Eagle River (the "Discovery Trail"), in the exact location to be determined at the time of each applicable Development Permit application, in compliance with the PUD Guide. Construction of Discovery Trail in each Planning Area shall occur as that Planning Area develops, and the Town shall grant Developer necessary temporary construction easements over any Town-owned property traversed by Discovery Trail. Following acceptance by the Town of Discovery Trail in a Planning Area, Developer shall grant, for the use and benefit of the public, a perpetual and non-exclusive easement to the Town, provided that Developer shall remain responsible for maintenance of Discovery Trail until Developer transfers the maintenance responsibility to a Homeowners' Association or nonprofit corporation under a maintenance agreement approved by the Town, which approval shall not be unreasonably withheld.

7. Districts.

a. *Metropolitan District.* Subject to applicable law, Developer may form a metropolitan district (the "Metro District") to finance, acquire, design, construct, operate and maintain improvements required for the Development. The Town will not unreasonably withhold its approval of the service plan for the District. Further, the Town agrees that the District may exercise any and all powers and functions permitted by law in accordance with its service plan, including the provision of facilities and services to the Development. If the Metro District wishes to assume maintenance of any improvements otherwise being maintained by Developer, such assumption shall be subject to the Town's prior approval.

b. *Other Districts.* In addition to the Metro District, to facilitate financing, maintenance, and development of the Public Improvements, the Parties may agree to create one or more additional general improvement districts pursuant to C.R.S. § 31-25-601, *et seq.*, or one or more special improvement districts pursuant to C.R.S. § 31-25-501, *et seq.*

8. RAMP.

a. Prior to submission of the first Development Permit application for the Development, Developer shall provide to the Town for review and approval a Riparian Area Management Plan ("RAMP"), which shall apply to all riparian and floodplain areas on the Property. The RAMP shall include the following provisions, at a minimum:

- i. Identification of riparian areas in Planning Areas 1-6;
- ii. Description of permitted uses and measures for protection and preservation of the functions and values of the riparian corridor, including a monitoring, ownership and maintenance of open space and any improvements located on those areas that are included in the RAMP;
- iii. Identification of riparian areas and recommendations for seasonal closures due to wildlife concerns, the location of trails, multi-use paths, bridges, boardwalks, river access, shelters, boat ramps, utilities, and other facilities, away from the most sensitive wetlands and wildlife habitats, and integrating the existing public fishing easement;
- iv. Identification of areas in need of restoration and noxious weed management;
- v. Specifications for riparian enhancement plantings;
- vi. Description of acceptable landscaping, improvements and grading activities, as well as permitted uses in riparian and floodplain areas;
- vii. Management practices for removing trash and debris, including plans for dog waste bags and signage;
- viii. A snow storage plan designed to prevent snow storage in riparian areas or the floodplain; and
- ix. An information campaign.

b. The RAMP shall name the Town as a beneficiary and shall provide rights of the Town to enforce the RAMP. The RAMP shall require the Town to provide notice of default to the Developer and shall provide a reasonable period to cure such default, which period shall be not less than 30 days or such additional time as appropriate if 30 days is inadequate. The RAMP shall provide the Town with the right to enter the riparian area and take corrective action if any default is not cured, and the right to recover costs for any enforcement.

9. River Access. Any land other than Parcel 5B that is conveyed to the Town or other local government or non-profit entity for open space on which public access is granted, on lands not within the Colorado Parks and Wildlife ("CPW") easement area, and which includes the Eagle River or access to the Eagle River, shall contain the following restrictions, provided that the Town shall not be responsible for any enforcement of such restrictions:

a. Fishing shall be allowed by fly fishing and catch and release only, and no commercial guided fishing shall be allowed.

b. Public access for fishing shall be subject to the designated CPW RAMP access points and subject closure as recommended by the Colorado Parks and Wildlife due to high water temperatures to protect trout; and

c. In-stream habitat restoration and enhancement for fish population may take place at such time as non-potable diversion improvements are constructed or such time as the boat ramp is constructed.

10. Open Space.

a. *Parcel OS1.* Developer shall convey Parcel OS1 to the Town by special warranty deed within 30 days after issuance of the first Development Permit for Planning Area 1, or within 10 years of the Effective Date, whichever occurs first. The conveyance of Parcel OS1 shall be subject to reserved easements as necessary for utilities, wastewater and storm water facilities to serve the Development. The Town acknowledges that there will be no legal access to Parcel OS1 until Developer constructs such access over and across Planning Area 1. Parcel OS1 shall be used for open space purposes only, subject to a restrictive covenant executed by the Town and Developer governing the uses of Parcel OS1.

b. *Parcels OS2, OS4, OS6, OS7, OS8, and OS9.* Parcels OS2, OS4, OS6, OS7, OS8 and OS9 shall be owned and maintained by a Homeowners' Association. The purpose of these parcels shall be for recreation, the Discovery Trail, soft surface trails with limited river access points, maintenance of Colorado Parks and Wildlife public fishing easements, and natural vegetation management and removal of non-native species to maintain health of the ecosystem and planting of native vegetation.

c. *Parcel OS5.* Developer shall convey Parcel OS5 to Walking Mountains Science Center, a 501(c)(3) nonprofit organization, or a similar nonprofit organization providing environmental science education approved by the Town. The purpose of Parcel OS5 shall be to provide open space on both sides of the Eagle River in conjunction with the environmental education facility located on Parcel C/PUD-2 for recreation, the Discovery Trail, interpretive signs, a pedestrian bridge over the Eagle River, soft surface trails with limited river access points, and natural vegetation management and removal of non-native species to maintain health of the ecosystem and planting of native vegetation.

d. *Parcel OS3.* Developer shall convey Parcel OS3 to the Town by special warranty deed within 30 days after issuance of the first Development Permit for the Development, or within 10 years of the Effective Date, whichever occurs first. The purpose of Parcel OS3 shall be for unimproved passive, non-motorized recreation including soft trails, excluding paved trails, roads, above ground structures or hunting. Parcel OS3 shall be used for open space purposes only, subject to a restrictive covenant executed by the Town and Developer governing the uses of Parcel OS3.

e. *Parcel 5B.* Developer shall convey Parcel 5B to the Town by special warranty deed within 30 days after issuance of the first Development Permit for Planning Areas 4, 5 or 6, or within 10 years of the Effective Date, whichever occurs first. The conveyance of Parcel 5B shall be subject to a reserved easement for utilities and drainage. Developer shall provide an access from Highway 6 to Parcel 5B upon issuance of the first Development Permit for Planning Area 4, and shall provide an associated access easement to the Town. Parcel 5B shall be used for open

space purposes only, subject to a restrictive covenant executed by the Town and Developer governing the uses of Parcel 5B.

f. *Satisfaction of Code Requirements.* The conveyance of property described in this Section shall constitute complete satisfaction of the Municipal and Park Land dedication requirements of Code § 4.13.190.

11. Impact Fees. At the time of issuance of each building permit, under the Code in effect at the time of the building permit application, Developer agrees to pay the associated impact fees, including without limitation the following:

a. *Schools.* Developer shall pay cash-in-lieu of conveyance of school lands in accordance with Code § 4.13.080.D, as amended.

b. *Streets.* Developer shall pay the Street Improvement Fee in accordance with Code § 4.13.220, as amended.

c. *Fire.* Developer shall pay the Fire Protection Impact Fee in accordance with Code § 4.13.230, as amended.

d. *Public Safety.* Developer shall pay the Public Safety Impact Fee in accordance with Code § 4.13.250, as amended.

e. *Other.* Developer shall pay such other impact fees as lawfully imposed by the Town.

12. Local Employee Residences. Developer shall provide a cash-in-lieu payment for local employee residences in the amount of \$750,000, payable as follows: \$375,000 paid within 7 days after expiration of the Legal Challenge Period; and \$375,000 paid within 3 years of the Effective Date. The payment described in this Section shall constitute complete satisfaction of the requirements of Code § 4.04.110 for the Development.

13. Water and Wastewater.

a. *Tap Fees.* Water and wastewater tap fees shall be paid with each building permit application, at the rates in place at the time of such application.

b. *Water Rights.*

i. The maximum approved density for the Development is 153 units and 113.1 EQR. Within 7 days after expiration of the Legal Challenge Period, Developer shall convey to the Town, via Special Warranty Deed, all water rights historically used upon the Property, plus any additional water needed to meet the Code requirement of 0.95 acre-feet/EQR for potable water service and water necessary for the raw water irrigation system, as outlined below. The Development shall provide raw water irrigation for all permanently irrigated residential landscape area, 3.39 acres, for which Code § 12.16.060 allows a credit

of 14.76 EQR. The potable water dedication is therefore based on 98.34 EQR, which requires dedication of 93.42 acre-feet of historic consumptive use credits. The Development includes an additional 1.31 acres of raw water irrigation in parks and other open space areas for a total of 4.70 acres. The raw water irrigation requirement is 8.13 acre-feet, based on a quantified HCU of 1.73 acre-feet per acre in Case No. 84CW659, which is sufficient to irrigate this acreage. Therefore, the total required water rights conveyance amount is 101.55 acre-feet.

ii. Parcels 1-6 of the Development have associated senior water rights of 48.2 acre-feet of consumptive use from the Wilkinson Ditch and 17.01 acre-feet of consumptive use from the Warren Ditch for a total of 65.21 acre feet. The remaining balance of 36.34 acre-feet shall be conveyed by Developer from water rights associated with the parcel previously conveyed to the Eagle County School District for which Developer retained the water rights, for a total of 101.55 acre feet.

iii. To satisfy non-irrigation season needs, upon the effective date of the annexation of the Property to the Town, Developer shall pay to the Town a one-time fee at the non-irrigation season rate of \$7,000 per 0.05 acre-feet x 113.1 EQR, for a total of \$39,585.

iv. Upon the conveyances in this Section, there are no additional water rights associated with the Property and available for purchase by the Town in accordance with Code § 12.26.070.

v. Developer shall reimburse the Town for any and all costs and fees, including engineering and legal fees, associated with the necessary water court applications to change the dedicated water rights for use within the Town's potable water system and any changes necessary for the operation of the raw water irrigation system. Within 45 days of the effective date of the annexation of the Property to the Town, the Town and Developer shall enter into a lease whereby the Town will lease to Developer the water rights to be used in the raw water irrigation system.

14. Homeowners' Associations. Developer may create no more than 3 Homeowners' Associations for Planning Areas 1-6, which shall be subject to review and approval by the Town. Each Association shall assume the obligation to maintain common areas, including without limitation private roads, common landscaping, trails, sidewalks, signage, drainage facilities, and riparian areas.

15. Real Estate Transfer Assessment. Within 30 days after the expiration of the Legal Challenge Period, Developer shall record a covenant against the Property requiring payment of a real estate transfer assessment in the amount of 0.4% of the consideration paid for each non-exempt transfer of any real property in the Development (the "RETA"). The covenant shall be in substantially the form attached hereto as Exhibit C and incorporated herein by this reference. The funds collected from the RETA shall be transmitted to the Town, to be deposited in the general fund and used for public purposes as the Town determines necessary.

16. Vested Rights.

a. The PUD Guide shall constitute a Site Specific Development Plan under the Code and C.R.S. § 24-68-101, *et seq.* Developer shall have a vested property right to undertake and complete the Development and use the Property under the terms and conditions set forth in the PUD Guide. The vested rights shall continue for 10 years from the Effective Date, provided that, if within such 10-year period, the Town has granted initial acceptance of the water main extension through Planning Area 1, the term of the vested rights shall be extended to 20 years from the Effective Date.

b. After expiration of the Term, the vested rights shall be deemed terminated and of no further force or effect, provided that termination of the vested rights shall not affect any common law vested rights obtained prior to such termination, or any right, whether characterized as vested or otherwise, arising from this Agreement, the ordinance adopted to create the zoning classification for the Property, or from Town permits, approvals, or other entitlements for the Property that were granted or approved prior to, subsequent to, concurrently with the approval of this Agreement, including Developer's complete satisfaction of the requirements of Code § 4.04.110 for the maximum approved density (*i.e.*, 153 units) for the Property.

c. The establishment of vested rights shall not preclude the application of regulations of general applicability, including without limitation the application of local improvement districts, building, fire, plumbing, engineering, electrical, and mechanical codes, or the application of regional, state, or federal regulations, as all of the foregoing exist on the Effective Date or as enacted or amended after the Effective Date.

17. Indemnification. Developer agrees to indemnify and hold the Town harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity, in connection with, or on account of the performance of work in the Development by Developer, or its agents, contractors or employees pursuant to this Agreement, except to the extent any such claims, costs or liability arises from the negligent or intentional act or omission of the Town. Developer's obligation to indemnify the Town shall survive termination of this Agreement.

18. Remedies.

a. *Town.* The Town's remedies against Developer for Developer's breach of this Agreement include without limitation: the refusal to issue any Development Permit relating to property located within any Planning Area affected by such breach; the refusal to issue any building permit or certificate of occupancy for property located within any Planning Area affected by such breach; the revocation of any building permit in any Planning Area affected by such breach which was previously issued, but under which construction directly related to such building permit has not commenced; and any other remedy available at law.

b. *Developer.* Developer's remedies against the Town for the Town's breach of this Agreement are limited exclusively to breach of contract. In no event shall Developer be entitled to specific performance, economic damages, lost profits, consequential damages or punitive damages of any kind.

c. *Notice of Breach.* In the event of a breach by either Party, the non-breaching Party shall deliver written notice to the breaching Party of such breach and the breaching Party shall have 30 days from the date of such notice to cure the breach. If the breach is not cured, the non-breaching Party is entitled to the remedies specified above.

d. *Attorney Fees and Costs.* In the event that any Party to this Agreement is required to commence legal action to enforce this Agreement, each Party shall be responsible for its own attorney fees and expenses in connection with such action.

19. Miscellaneous.

a. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

b. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

d. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

e. *Notice.* Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

f. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

h. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other. Notwithstanding the foregoing, Developer may assign this Agreement if the assignee executes an Assignment and Assumption of Development Agreement Rights and Obligations substantially in the form of Exhibit D, attached hereto and incorporated herein.

i. ***Governmental Immunity.*** The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

j. ***Subject to Annual Appropriation.*** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

k. ***Recordation.*** This Agreement shall be recorded in the real estate records of the Eagle County Clerk and Recorder.

l. ***Rights and Remedies.*** The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

m. ***Covenants.*** The provisions of this Agreement shall be binding on all subsequent owners of the Property as covenants running with the Property, to be released only by the Town, unless this Agreement is otherwise terminated in accordance with its terms or by any Party pursuant to the terms of this Agreement. The benefits and burdens of this Agreement shall bind and inure to the benefit of all estates and interests in the Property and all successors in interest to the Parties to this Agreement, except as otherwise provided herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

THE TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

EAGLE RIVER COMMERCIAL LLC

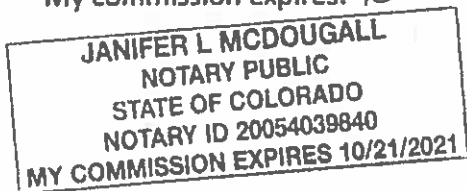
Mervyn Lapin

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this 15 day of September, 2020, by
Mervyn Lapin as Manager of EAGLE RIVER COMMERCIAL LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: 10-21-2021



Janifer L. McDougall
Notary Public

GRIFFIN DEVELOPMENT LLC

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this 15 day of September, 2020, by
Mervyn Lapin as Manager of GRIFFIN DEVELOPMENT LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

Notary Public

RED MOUNTAIN RANCH PARTNERSHIP

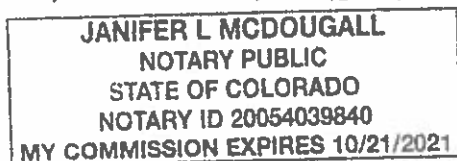
Mervyn Lapin

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this 15 day of September, 2020, by
Mervyn Lapin as Manager of RED MOUNTAIN RANCH PARTNERSHIP, LLLP.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: 10-21-2021



Janifer L. McDougall
Notary Public

EAGLE RIVER COMMERCIAL LLC

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this ____ day of _____, 2020, by
_____ as _____ of EAGLE RIVER COMMERCIAL LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

Notary Public

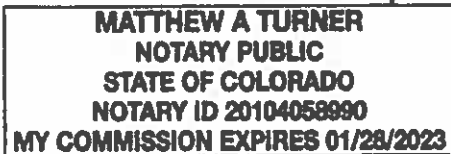
GRIFFIN DEVELOPMENT LLC

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this 15 day of September, 2020, by
Rodrigo Cortina as Manager of GRIFFIN DEVELOPMENT LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: January 28, 2023



Notary Public

RED MOUNTAIN RANCH PARTNERSHIP

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this ____ day of _____, 2020, by
_____ as _____ of RED MOUNTAIN RANCH PARTNERSHIP, LLLP.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

Notary Public

EXHIBIT A

Legal Description

A parcel of land situate in Sections 26, 27, 33, and 34, Township 4 South, Range 84 West, of the Sixth Principal meridian, being a portion of Tracts 58, 59 and 70, of said Township and Range, County of Eagle, State of Colorado, being a portion of those lands described in Land Survey Plat No. 574, 575, and 576, as deposited in the Eagle County Eagle County Land Survey Plat Records, more particularly described as follows:

Beginning at a point on the south line of Highway 6 right of way and subject property; thence departing said south line S 73°54'09" E, 166.17 feet; thence N 83°53'51" E, 164.57 feet; thence N 03°16'32" E, 207.75 feet; thence N 88°53'49" E, 1444.68 feet; thence N 00°03'48" E, 1304.45 feet; thence N 89°56'08" E, 1452.88 feet; thence N 01°26'49" W, 410.52 feet to the approximate centerline of the Eagle River; thence along said approximate centerline of the Eagle River S 74°05'42" E, 61.00 feet; thence N 89°29'45" E, 168.06 feet; thence N 60°21'13" E, 237.26 feet; thence N 41°29'08" E, 382.43 feet; thence N 36°38'50" E, 287.00 feet; thence N 47°37'56" E, 301.83 feet; thence N 53°45'25" E, 221.64 feet; thence N 56°52'49" E, 306.49 feet; thence N 67°43'57" E, 484.77 feet; thence S 85°00'54" E, 131.72 feet; thence S 75°53'38" E, 341.87 feet; thence N 83°57'06" E, 341.07 feet; thence N 71°13'40" E, 310.58 feet; thence N 57°40'11" E, 499.51 feet; thence N 42°33'26" E, 259.34 feet; thence N 32°48'52" E, 262.87 feet; thence N 21°21'27" E, 271.70 feet; thence N 18°01'29" E, 171.02 feet; thence N 38°30'11" E, 154.44 feet; thence N 52°40'07" E, 201.11 feet; thence departing said approximate centerline of the Eagle River N 26°50'41" W, 63.81 feet to the south line of Highway 6 right of way; thence along said south line of Highway 6 right of way S 63°08'01" W, 3932.72 feet; thence in a southwesterly direction with a non-tangent curve turning to the left with a radius of 11410.00 feet, having a chord bearing of S 61°05'01" W and a chord distance of 816.31 feet, having a central angle of 04°06'00" and an arc length of 816.48 feet; thence S 59°02'01" W, 2572.80 feet; thence in a southwesterly direction with a tangent curve turning to the left with a radius of 2242.00 feet, having a chord bearing of S 42°41'01" W and a chord distance of 1262.26 feet, having a central angle of 32°42'00" and an arc length of 1279.56 feet to a 1350; thence S 26°20'01" W, 267.31 feet to the Point of Beginning.

Containing 106.194 acres more or less.

EXHIBIT

B

COLORADO DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ACCESS PERMITCDOT Permit No.
319170State Highway No / Mp / Side
006E / 150.375 / RightPermit Fee
3/4/20 \$100.00Date of Transmittal
02/27/2020Region / Section / Patrol / Name
3 / 02 / 2M18 Derek ScovillLocal Jurisdiction
Eagle

The Permittee(s):

Griffin Development, LLC
701 W. Lionshead Cr.
Vail, Colorado 81857
(970) 476-2050

The Applicant(s):

is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The Issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.

Location: Located on the south side of Hwy 006 E at city street Nogal Rd. and approximately 1950 feet east of MP 150

Access to Provide Service to: (Land Use Code)
996 - Emergency Services Access(Size) (Units)
Less than 1 trip/day

Additional Information:

Emergency Access

MUNICIPALITY OR COUNTY APPROVAL

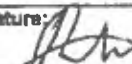
Required only when the appropriate local authority retains issuing authority.

Signature	Print Name	Date	Title

Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.

The permittee shall notify Cary Griffin 2M2 with the Colorado Department of Transportation, at (970) 445-8134 at least 48 hours prior to commencing construction within the State Highway right-of-way.

The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.

Permittee Signature: 	Print Name RODRIGO CORTINA	Date 2/28/20
Co-Permittee Signature: (if applicable)	Print Name	Date

This permit is not valid until signed by a duly authorized representative of the Department.
COLORADO DEPARTMENT OF TRANSPORTATION

Signature 	Print Name BRIAN KULLIAN	Title ACCESS MGR	Date (of issue) 3-5-2020
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Copy Distribution:

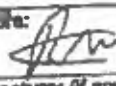
Required:
1. Region
2. Applicant3. Staff Access Section
4. Central FilesMake copies as necessary for:
Local Authority
MTCE Patrol
Inspector
Traffic EngineerPrevious editions are obsolete and may not be used
Page 1 of 3 CDOT Form #101 5/07

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT		CDOT Permit No. 319171
		State Highway No / Mp / Side 006E / 150.570 / Right
Permit Fee \$0.00	Date of Transmittal 02/27/2020	Region / Section / Patrol / Name 3 / 02 / 2M18 Derek Scovill
		Local Jurisdiction Eagle

The Permittee(s): Griffin Development, LLC 701 W. Lionshead Cr. Vail, Colorado 81857 (970) 476-2050	The Applicant(s): is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The Issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit. Location: Closure located on the south side of Hwy 006 E approximately 1000 feet east of Nogai Rd. and 2950 feet east of MP 150
Access to Provide Service to: (Land Use Code) (Size) (Units)	
Additional Information: <u>Access Closure</u>	

MUNICIPALITY OR COUNTY APPROVAL

Required only when the appropriate local authority retains issuing authority.

Signature	Print Name	Date	Title
Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.			
The permittee shall notify Cary Griffin 2M2 with the Colorado Department of Transportation, at (970) 445-8134 at least 48 hours prior to commencing construction within the State Highway right-of-way.			
The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.			
Permittee Signature: 	Print Name RODRIGO CORTINA	Date 2/28/20	
Co-Permittee Signature: (if applicable)	Print Name	Date	

 This permit is not valid until signed by a duly authorized representative of the Department.
COLORADO DEPARTMENT OF TRANSPORTATION

Signature	Print Name	Title	Date (of Issue)
	BRIAN KILLIAN	ACCESS MGR	2-5-2020

Copy Distribution:

 Required:
 1.Region
 2.Applicant

 3.Staff Access Section
 4.Central Files

 Make copies as necessary for:
 Local Authority
 MTCE Patrol
 Inspector
 Traffic Engineer

 Previous editions are obsolete and may not be used
 Page 1 of 3 CDOT Form #101 5/07

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT			CDOT Permit No. 319172
			State Highway No / Mp / Side 006E / 150.673 / Right
Permit Fee 34120 \$300.00	Date of Transmittal 02/27/2020	Region / Section / Patrol / Name 3 / 02 / 2M18 Derek Scovill	Local Jurisdiction Eagle

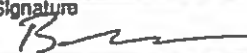
The Permittee(s): Griffin Development, LLC 701 W. Lionshead Cr. Vail, Colorado 81657 (970) 476-2050	The Applicant(s):																					
Is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The Issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.																						
Location: Located on the south side of Hwy 006 E approximately 1615 feet east of Nogal Rd. and 3560 feet east of MP 150																						
<table border="1"> <thead> <tr> <th>Access to Provide Service to: (Land Use Code)</th> <th>(Size)</th> <th>(Units)</th> </tr> </thead> <tbody> <tr> <td>210 - Single-Family Detached Housing 10 DU</td> <td>13</td> <td>DHV</td> </tr> <tr> <td>820 - Shopping Center 7,000 SF</td> <td>84</td> <td>DHV</td> </tr> <tr> <td>831 - Quality Restaurant 3,000 SF</td> <td>25</td> <td>DHV</td> </tr> <tr> <td>411 - City Park 1.8 Acres</td> <td>17</td> <td>DHV</td> </tr> <tr> <td>220 - Apartment 97 DU</td> <td>66</td> <td>DHV</td> </tr> <tr> <td>TOTAL</td> <td>205</td> <td>DHV</td> </tr> </tbody> </table>		Access to Provide Service to: (Land Use Code)	(Size)	(Units)	210 - Single-Family Detached Housing 10 DU	13	DHV	820 - Shopping Center 7,000 SF	84	DHV	831 - Quality Restaurant 3,000 SF	25	DHV	411 - City Park 1.8 Acres	17	DHV	220 - Apartment 97 DU	66	DHV	TOTAL	205	DHV
Access to Provide Service to: (Land Use Code)	(Size)	(Units)																				
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411 - City Park 1.8 Acres	17	DHV																				
220 - Apartment 97 DU	66	DHV																				
TOTAL	205	DHV																				
Additional Information: Development Mixed Use Access																						

MUNICIPALITY OR COUNTY APPROVAL

Required only when the appropriate local authority retains issuing authority.

Signature	Print Name	Date	Title
Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.			
The permittee shall notify Cary Griffin 2M2 with the Colorado Department of Transportation, at (970) 445-8134 at least 48 hours prior to commencing construction within the State Highway right-of-way.			
The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.			
Permittee Signature: 	Print Name RODRIGO CORONA	Date 2/28/20	
Co-Permittee Signature: (if applicable)	Print Name	Date	

 This permit is not valid until signed by a duly authorized representative of the Department.
COLORADO DEPARTMENT OF TRANSPORTATION

Signature	Print Name	Title	Date (of Issue)
	BRIAN KILLIAN	ACCESS MGR.	3-5-2020

Copy Distribution:

 Required:
 1.Region
 2.Applicant

 3.Staff Access Section
 4.Central Files

 Make copies as necessary for:
 Local Authority
 MTCE Patrol
 Inspector
 Traffic Engineer

 Previous editions are obsolete and may not be used
 Page 1 of 3 CDOT Form #101 5/07

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT			CDOT Permit No. 319173
			State Highway No / Mp / Side 006E / 150.978 / Right
Permit Fee 3/4/20 \$100.00	Date of Transmittal 02/27/2020	Region / Section / Patrol / Name 3 / 02 / 2M18 Derek Scovill	Local Jurisdiction Eagle

The Permittee(s): Red Mountain Ranch Partnership, LTD 232 W. Meadow Dr. Vall, Colorado 81657-5079 (970) 471-4224	The Applicant(s):
is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The Issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.	
Location: Located on the south side of Hwy 006 E approximately 3175 feet east of Nogal Rd. and 70 feet west of MP 151	
Access to Provide Service to: (Land Use Code) 996 - Emergency Services Access	(Size) (Units) Less than 1 trip/day
Additional Information: Emergency Access	

MUNICIPALITY OR COUNTY APPROVAL

Required only when the appropriate local authority retains Issuing authority.

Signature	Print Name	Date	Title
Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from Initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.			
The permittee shall notify Cary Griffin 2M2 with the Colorado Department of Transportation, at (970) 445-8134 at least 48 hours prior to commencing construction within the State Highway right-of-way.			
The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.			
Permittee Signature:	Print Name	Date	
<i>Mervyn Lapin</i>	MERVYN LAPIN	2-28-20	
Co-Permittee Signature: (if applicable)	Print Name	Date	

This permit is not valid until signed by a duly authorized representative of the Department.

COLORADO DEPARTMENT OF TRANSPORTATION

Signature	Print Name	Title	Date (of Issue)
<i>Brian Killian</i>	BRIAN KILLIAN	ACCESS MGR	3-5-2020

Copy Distribution:

 Required:
 1.Region
 2.Applicant

 3.Staff Access Section
 4.Central Files

 Make copies as necessary for:
 Local Authority
 MTCE Patrol
 Inspector
 Traffic Engineer

 Previous editions are obsolete and may not be used
 Page 1 of 3 CDOT Form #101 5/07

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT			CDOT Permit No. 319174
			State Highway No / Mp / Side 006E / 151.200 / Right
Permit Fee 344/20 \$300.00	Date of Transmittal 02/27/2020	Region / Section / Patrol / Name 3 / 02 / 2M18 Derek Scovill	Local Jurisdiction Eagle

The Permittee(s): Red Mountain Ranch Partnership, LTD 232 W. Meadow Dr. Vail, Colorado 81657-5079 (970) 471-4224	The Applicant(s): 																		
is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The Issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.																			
Location: Located on the south side of Hwy 006 E approximately 4355 feet east of Nogal Rd. and 1100 feet east of MP 151																			
<table border="1"> <thead> <tr> <th>Access to Provide Service to: (Land Use Code)</th> <th>(Size)</th> <th>(Units)</th> </tr> </thead> <tbody> <tr> <td>210 - Single-Family Detached Housing 44 DU</td> <td>50</td> <td>DHV</td> </tr> <tr> <td>220 - Apartment Low-rise 8 DU</td> <td>7</td> <td>DHV</td> </tr> <tr> <td>Nature Center (6,000 SF)</td> <td>16</td> <td>DHV</td> </tr> <tr> <td>Boat Ramp (12 Trailer Spaces)</td> <td>33</td> <td>DHV</td> </tr> <tr> <td>Total</td> <td>106</td> <td>DHV</td> </tr> </tbody> </table>		Access to Provide Service to: (Land Use Code)	(Size)	(Units)	210 - Single-Family Detached Housing 44 DU	50	DHV	220 - Apartment Low-rise 8 DU	7	DHV	Nature Center (6,000 SF)	16	DHV	Boat Ramp (12 Trailer Spaces)	33	DHV	Total	106	DHV
Access to Provide Service to: (Land Use Code)	(Size)	(Units)																	
210 - Single-Family Detached Housing 44 DU	50	DHV																	
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Nature Center (6,000 SF)	16	DHV																	
Boat Ramp (12 Trailer Spaces)	33	DHV																	
Total	106	DHV																	
Additional Information: Development Mixed Use Access																			

MUNICIPALITY OR COUNTY APPROVAL

Required only when the appropriate local authority retains issuing authority.

Signature	Print Name	Date	Title
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Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.

The permittee shall notify Cary Griffin 2M2 with the Colorado Department of Transportation, at (970) 445-8134 at least 48 hours prior to commencing construction within the State Highway right-of-way.

The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.

Permittee Signature: 	Print Name MERVYN LAPIN	Date 2-28-20
Co-Permittee Signature: (if applicable)	Print Name	Date

This permit is not valid until signed by a duly authorized representative of the Department.

COLORADO DEPARTMENT OF TRANSPORTATION			
Signature	Print Name	Title	Date (of Issue)
	BRIAN K. LLANOS	ACCESS MGR	3-5-2020

Copy Distribution:

 Required:
 1.Region
 2.Applicant

 3.Staff Access Section
 4.Central Files

 Make copies as necessary for:
 Local Authority
 MTCE Patrol
 Inspector
 Traffic Engineer

 Previous editions are obsolete and may not be used
 Page 1 of 3 CDOT Form #101 5/07

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT			CDOT Permit No. 319175
			State Highway No / Mp / Side 006E / 151.476 / Right
Permit Fee 34/20 \$100.00	Date of Transmittal 02/27/2020	Region / Section / Patrol / Name 3 / 02 / 2M18 Derek Scovill	Local Jurisdiction Eagle

The Permittee(s): Red Mountain Ranch Partnership, LTD 232 W. Meadow Dr. Vail, Colorado 81657-5079 (970) 471-4224	The Applicant(s):
Is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The Issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.	
Location: Located on the south side of Hwy 006 E approximately 4355 feet east of Nogal Rd. and 2580 feet east of MP 151	
Access to Provide Service to: (Land Use Code) 996 - Emergency Services Access	(Size) (Units) Less than 1 trip/day
Additional Information: Emergency Access	

MUNICIPALITY OR COUNTY APPROVAL Required only when the appropriate local authority retains issuing authority.			
Signature	Print Name	Date	Title
Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from Initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used. The permittee shall notify Cary Griffin 2M2 with the Colorado Department of Transportation, at (970) 445-8134 at least 48 hours prior to commencing construction within the State Highway right-of-way. The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.			
Permittee Signature:	Print Name	Date	
<i>Mervyn Lapin</i>	MERVYN LAPIN	2-28-20	
Co-Permittee Signature: (if applicable)	Print Name	Date	
This permit is not valid until signed by a duly authorized representative of the Department. COLORADO DEPARTMENT OF TRANSPORTATION			
Signature	Print Name	Title	Date (of Issue)
<i>Brian Killian</i>	BRIAN KILLIAN	ACCESS MGR	3-5-2020

Copy Distribution: Required: 1.Region 2.Applicant 3.Staff Access Section 4.Central Files Make copies as necessary for: Local Authority MTCE Patrol Inspector Traffic Engineer Previous editions are obsolete and may not be used Page 1 of 3 CDOT Form #101 5/07

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT			CDOT Permit No. 319177
			State Highway No / Mp / Side 006E / 151.605 / Right
Permit Fee \$0.00	Date of Transmittal 02/27/2020	Region / Section / Patrol / Name 3 / 02 / 2M18 Derek Scovill	Local Jurisdiction Eagle

The Permittee(s): Red Mountain Ranch Partnership, LTD 232 W. Meadow Dr. Vail, Colorado 81657-5079 (970) 471-4224	The Applicant(s):
is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The Issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.	
Location: Closure located on the south side of Hwy 006 E approximately 6500 feet east of Nogal Rd. and 3250 feet east of MP 151	
Access to Provide Service to: (Land Use Code) (Size) (Units)	
Additional Information: <u>Access Closure</u>	

MUNICIPALITY OR COUNTY APPROVAL Required only when the appropriate local authority retains issuing authority.			
Signature	Print Name	Date	Title
Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used. The permittee shall notify Cary Griffin 2M2 with the Colorado Department of Transportation, at (970) 445-8134 at least 48 hours prior to commencing construction within the State Highway right-of-way. The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.			
Permittee Signature:	Print Name	Date	
<i>Maryn Lapin</i>	MERYN LAPIN	2-29-20	
Co-Permittee Signature: (if applicable)	Print Name	Date	
This permit is not valid until signed by a duly authorized representative of the Department. COLORADO DEPARTMENT OF TRANSPORTATION			
Signature	Print Name	Title	Date (of Issue)
<i>Brian Killian</i>	BRIAN KILLIAN	ACCESS MGR	3-5-2020

Copy Distribution: Required: 1. Region 2. Applicant 3. Staff Access Section 4. Central Files Make copies as necessary for: Local Authority MTCE Patrol Inspector Traffic Engineer Previous editions are obsolete and may not be used Page 1 of 3 CDOT Form #101 5/07

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT			CDOT Permit No. 319178
			State Highway No / Mp / Side 006E / 151.866 / Right
Permit Fee 3/4th \$100.00	Date of Transmittal 02/27/2020	Region / Section / Patrol / Name 3 / 02 / 2M18 Derek Scovill	Local Jurisdiction Eagle

The Permittee(s): Red Mountain Ranch Partnership, LTD 232 W. Meadow Dr. Vail, Colorado 81657-5079 (970) 471-4224	The Applicant(s): 						
Is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The Issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.							
Location: Located on the south side of Hwy 006 E approximately 7880 feet east of Nogal Rd. and 4600 feet east of MP 151							
<table border="1"> <tr> <td>Access to Provide Service to: (Land Use Code)</td> <td>(Size)</td> <td>(Units)</td> </tr> <tr> <td>210 - Single-Family Detached Housing 55 DU</td> <td>58</td> <td>DHV</td> </tr> </table>		Access to Provide Service to: (Land Use Code)	(Size)	(Units)	210 - Single-Family Detached Housing 55 DU	58	DHV
Access to Provide Service to: (Land Use Code)	(Size)	(Units)					
210 - Single-Family Detached Housing 55 DU	58	DHV					
Additional Information: Development Residential Access							

MUNICIPALITY OR COUNTY APPROVAL Required only when the appropriate local authority retains issuing authority.			
Signature	Print Name	Date	Title
Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used. The permittee shall notify Cary Griffin 2M2 with the Colorado Department of Transportation, at (970) 445-8134 at least 48 hours prior to commencing construction within the State Highway right-of-way. The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.			
Permittee Signature:	Print Name	Date	
	MERVYN LAPIN	2-28-20	
Co-Permittee Signature: (if applicable)	Print Name	Date	
This permit is not valid until signed by a duly authorized representative of the Department. COLORADO DEPARTMENT OF TRANSPORTATION			
Signature	Print Name	Title	Date (of issue)
	BRIAN KILLIAN	ACCESS MGR	3-5-2020

Copy Distribution:	Required:	Make copies as necessary for:	Previous editions are obsolete and may not be used
	1.Region	Local Authority	Page 1 of 3 CDOT Form #101 5/07
	2.Applicant	MTCE Patrol	
	3.Staff Access Section	Inspector	
	4.Central Files	Traffic Engineer	

EXHIBIT C

Real Estate Transfer Assessment

COVENANT OF REAL ESTATE TRANSFER ASSESSMENT

This Covenant of Real Estate Transfer Assessment (the "Covenant") is made by _____ ("Owner"), effective upon its recording in the Eagle County, Colorado, real property records (the "Effective Date").

WHEREAS, Owner owns that certain property more particularly described in Exhibit 1, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Owner entered into an Annexation and Development Agreement with the Town of Eagle, Colorado (the "Town") dated _____ and Owner agreed to a residential real estate transfer assessment in the amount of 0.4% of the Consideration (defined below) paid for each residential property transfer of any portion of the Property, excluding Exempt Transfers (defined below); and

WHEREAS, each person acquiring any interest in any portion, lot or tract within the Property shall be deemed for all purposes to have assented and agreed, as an essential condition of any conveyance to it, to the provisions of this Covenant, to have agreed to comply with this Covenant and to have waived any right to challenge or contest the provisions hereof or to seek any refund or abatement of the assessment payable hereunder.

NOW THEREFORE, Owner hereby covenants and binds the Property as follows:

1. **Covenant.** Owner hereby covenants and agrees that, except for Exempt Transfers, a transfer assessment (the "Transfer Assessment") based on a percentage of the Consideration paid on the transfer of any portion of or interest in the Property shall be due and payable by the Transferee at the time of transfer and shall apply to each transfer of any portion of or interest in the Property. The Transfer Assessment is 0.4% of the Consideration paid for such transfer. Owner hereby waives, on behalf of itself and its successors in title, any right to challenge the Transfer Assessment on any basis.
2. **Definitions.** For purposes of this Covenant, the following words are defined as follows:
 - a. "Transfer" means and includes, whether in one transaction or in a series of related transactions, any conveyance, ground lease with a term exceeding 30 years ("Lease") or other Transfer of beneficial ownership of any residential portion of the Property, including but not limited to (i) the conveyance of fee simple title to any residential portion of the Property, (ii) the Transfer of more than 50% of the outstanding shares of the voting stock of a corporation which, directly or indirectly, owns the Property, and (iii) the Transfer of more than 50% of the interest in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns the Property. "Transfer" shall not mean or include the Transfers excluded under Section 3.

b. "Transferee" means and includes all parties to whom any interest in the Property passes by a Transfer, and each party included in the term "Transferee" shall have joint and several liability for all obligations of the Transferee under this Covenant.

c. "Fair Market Value" means the Consideration, as such term is defined below, given for the Transfer, or, in the case of a Transfer that is a Lease not exempt under Section 3 or is otherwise not in all respects a bona fide sale, as determined by the Town. The Town shall give written notice to the Transferee if the Town disputes the Consideration as the Fair Market Value within 15 days after the Transferee provides the Town the report of the Transfer as required herein. Failing to do so, the Consideration shall be deemed binding as the Fair market Value of the Transfer. If the Town objects by written notice delivered to the Transferee within the time allotted herein, then a Transferee may make written objection to the Town's determination within 15 days after the Town has given notice of such determination, in which event the Town shall obtain an appraisal, at the Transferee's sole expense, from a real estate appraiser of good reputation, who is qualified to perform appraisals in Colorado, who is familiar with Eagle County real estate values, and who shall be selected by the Town. The appraisal shall be binding on both the Town and the Transferee as to the Fair Market Value of the Transfer. Notwithstanding the foregoing, where a Transferee does not make a full report of a Transfer within 15 days after the time required by this Covenant for making such report, the Transferee shall be deemed to have waived all right of objection concerning Fair Market Value, and the Town's determination of such value shall be binding.

d. "Consideration" means and includes the total of money paid and the Fair Market Value of any property delivered, or contracted to be paid or delivered, in return for the Transfer of any Property, and includes any money or property paid or delivered to obtain a contract right to purchase any Property, and the amount of any note, contract indebtedness (including without limitation obligations which could be characterized as contingent land gain), or rental payment reserved in connection with such Transfer, whether or not secured by any lien, mortgage, or other encumbrance, given to secure the Transfer price, or any part thereof, or remaining unpaid on the property at the time of Transfer, whether or not assumed by the Transferee. The term "Consideration" does not include the amount of any outstanding lien or encumbrance for taxes, special benefits or improvements in favor of the United States, the State of Colorado, or a municipal or quasi-municipal governmental entity.

e. "Affiliate" means, with respect to the person or entity, any other person or entity which controls, is controlled by, or is under common control with, such original person or entity. For the purposes of this definition, "control" means the ability to directly or indirectly manage, determine and control the operations and business affairs of a person or entity, whether through the ownership of at least 50% of the voting securities, by contract or otherwise.

3. Exemptions. Except to the extent that they are used for the purpose of avoiding the Transfer Assessment, the Transfer Assessment shall not apply to any of the following (each an "Exempt Transfer" and collectively "Exempt Transfers"),:

a. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district or other political subdivision of the State of Colorado.

b. Any Transfer to Owner or an Affiliate of Owner.

c. Any Transfer to a lender pursuant to a deed of trust or other security interest ("Financing Encumbrance").

d. Any Transfer pursuant to a foreclosure, sale, transfer, assignment, or deed-in-lieu pursuant to the rights and remedies of any Financing Encumbrance or other Transfer for the benefit of creditors.

e. Any Transfer arising solely from the termination of a joint tenancy or the partition of property held under common ownership, except to the extent that additional consideration is paid in connection therewith;

f. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution;

g. Any Transfer made (i) to an Affiliate without consideration except of the cancellation of stock, membership interest, or other beneficial interest; or (ii) by an entity, trust or joint venture (collectively, an "Entity") to its shareholders, partners, members, or beneficiaries (collectively, the "Members") in connection with the liquidation of such Entity or other distribution of property or dividend in kind to Members, if the Property is Transferred generally pro rata or in accordance with its Entity organizational documents to its Members, and no consideration is paid other than the cancellation of the Member's interest in the Entity.

h. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses.

i. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a condemnation proceeding, but only where such decree or order would otherwise have the effect of causing the occurrence of a second assessable Transfer in a series of transactions which includes only one effective Transfer of the right to use or enjoyment of a Property.

j. Any lease of any Property (or assignment or Transfer of any interest in any such lease) for a period of less than 30 years.

k. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or mortgage or Transfers in connection with a deed given in lieu of foreclosure.

l. The subsequent Transfer(s) of a Property involved in a "tax free" or "tax deferred" trade under the Internal Revenue Code, including but not limited to like-kind exchanges.

m. Any Transfer of any portion of the Property that does not contain inhabitable, residential improvements.

4. Application for Exemption.

a. In the event of any Transfer evidenced by a recorded deed that is claimed to be an Exempt Transfer, the Transferee shall apply to the Town Manager for a certificate of exemption. The burden of proving any exemption shall in all cases be upon the one claiming it. The certificate may be issued by the Town Manager either before or after the execution of the instruments effecting the Transfer. The certificate shall be in a form prepared by the Town Manager. For any Transfers not evidenced by a recorded deed, including but not limited to Entity restructures, the Transferee may, but is not required to apply to the Town Manager for a certificate of exemption.

b. Any exemption denied by the Town Manager may be appealed to the Town's Board of Trustees (the "Board of Trustees") within 7 days, and such appeal shall be considered by the Board of Trustees within 30 days of receipt of the same and the appellant shall not be required to post any bond or deposit while the appeal is pending.

5. Receipt and Application of Funds. The Transfer Assessment may be paid either by the buyer or the seller of the Property, as may be negotiated in each transaction. All Transfer Assessments shall be paid directly to the Town. A portion of the funds may be used to administer the collection of the Transfer Assessment.

6. Penalties and Liens. Penalties and liens shall be imposed as set forth below.

a. Except for Exempt Transfers, the Transfer Assessment is due and payable at the time of the Transfer, and is delinquent if it remains unpaid for 30 days thereafter. In the event that the Transfer Assessment is not paid prior to becoming delinquent, a delinquency penalty of 10% of the amount of Transfer Assessment due shall accrue. If a portion of the Transfer Assessment is paid prior to becoming delinquent, the penalty shall only accrue as to the delinquent portion. Interest shall accrue at the rate of one and 1.5% per month, or fraction thereof, compounded annually, on the amount of Transfer Assessment exclusive of penalties, from the date the tax becomes delinquent to the date of payment. The Town shall also be entitled to recover the reasonable expenses of collection, including attorney fees and court costs, which shall become part of the Transfer Assessment.

b. Any person liable for a Transfer Assessment who causes the deed, instrument of conveyance or document evidencing said Transfer to be filed of record in the office of the Eagle County Clerk and Recorder or attempts to so record the document before the Transfer Assessment and all penalties and interest thereon have been paid in full, shall be in violation of this Covenant.

c. Any remedies provided for herein shall be cumulative, not exclusive, and shall be in addition to any other remedies provided by law.

7. Relationship to Land. Owner acknowledges and agrees that the obligations imposed by this Covenant are related to and touch and concern the Property.

8. Recording. This Covenant shall be recorded in the records of Eagle County, Colorado.

9. Enforcement. This Covenant is made for the express benefit of the owners and occupants of the Property and for the additional express benefit of the Town. The Town shall have the right and power to bring suit for either legal or equitable relief for any breach, default or lack of compliance with the provisions of this Covenant, provided that no suit may be filed until the Town and Owner or its successors and assigns is provided with written notice of such breach or lack of compliance and fails to cure such breach or lack of compliance within 10 days after the mailing of such notice. Further, the Town shall have the right to refuse to further process or deny any building permit, certificate of occupancy or development application with regard to any portion of the Property for which a Transfer Assessment is owed and not paid. Owner shall not have any obligation to enforce this Covenant, and the failure to pay any Transfer Assessment payable hereunder upon subsequent transactions shall not constitute a default by Owner hereunder.

10. Defense and Cure of Covenant.

a. In the event of any legal challenge by a third party to the validity or enforceability of any provision of this Covenant, Owner shall cooperate with the Town, as necessary, in the defense of such challenge. During the pendency of any such legal challenge, through and including any final court action, Owner shall not assert any legal position contrary to the enforceability of this Covenant. However, Owner shall not be obligated to defend any challenge to this Covenant and may disclaim its interest or fail to respond to any action or pleading, unless required to respond by court order.

b. In the event of a final court action determining this Covenant to be invalid or unenforceable, in whole or in part, Owner shall cooperate with the Town as necessary, and use its efforts to cure any legal defects, and immediately upon such cure, take such actions as may be necessary to render the terms of this Covenant effective and enforceable. No such action shall alter the amount of the Transfer Assessment.

c. Owner shall not be required to purchase or repurchase any of the Property to effect a cure nor be required to pay any transfer fees not collectable by the Town because this Covenant is held to be invalid or unenforceable by any final court action.

11. Severability. Any determination by any court of competent jurisdiction that any provision of this Covenant is invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof.

12. Statement Regarding Assessment. Upon written request by any interested party, the Town shall issue a written statement setting forth the amount of any unpaid Transfer Assessment with respect to any specific portion of the Property identified in such request. Such statement shall be furnished as soon as reasonably practicable, but in no event later than 30 days after receipt of the request, and shall be binding on the Town.

13. Other Real Estate Transfer Assessments. Owner reserves the right to impose additional real estate transfer assessments by covenant upon the Property, including, without limitation, a real estate transfer assessment contained in a common interest community declaration to be recorded against the Property. The Town acknowledges that additional real estate transfer assessments may be imposed upon the Property.

14. Amendment. The Owner may amend or terminate this Covenant. However, this Covenant shall not be amended or terminated without the advance written consent of the Board of Trustees. If the Town provides such consent, no amendment shall be effective unless it is contained in a written instrument signed and acknowledged by Owner or its successors in the same manner as a deed and duly recorded in the records of Eagle County, Colorado.

15. Term. Except as provided herein, the term of this Covenant shall be perpetual.

16. Colorado Law. The interpretation, enforcement or any other matters relative to this Covenant shall be construed and determined in accordance with the laws of the State of Colorado.

17. Binding on Successors. The provisions of this Covenant shall run with the Property and be binding on all persons who hereafter acquire any interest in the Property, whether as an owner, renter, trustee, or mortgage beneficiary or otherwise.

18. Encumbrance. Until terminated, each and every provision contained in this Covenant shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any of the Property is transferred, granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

My commission expires:

Exhibit 1

LEGAL DESCRIPTION

A parcel of land situate in Sections 26, 27, 33, and 34, Township 4 South, Range 84 West, of the Sixth Principal meridian, being a portion of Tracts 58, 59 and 70, of said Township and Range, County of Eagle, State of Colorado, being a portion of those lands described in Land Survey Plat No. 574, 575, and 576, as deposited in the Eagle County Eagle County Land Survey Plat Records, more particularly described as follows:

Beginning at a point on the south line of Highway 6 right of way and subject property; thence departing said south line S 73°54'09" E, 166.17 feet; thence N 83°53'51" E, 164.57 feet; thence N 03°16'32" E, 207.75 feet; thence N 88°53'49" E, 1444.68 feet; thence N 00°03'48" E, 1304.45 feet; thence N 89°56'08" E, 1452.88 feet; thence N 01°26'49" W, 410.52 feet to the approximate centerline of the Eagle River; thence along said approximate centerline of the Eagle River S 74°05'42" E, 61.00 feet; thence N 89°29'45" E, 168.06 feet; thence N 60°21'13" E, 237.26 feet; thence N 41°29'08" E, 382.43 feet; thence N 36°38'50" E, 287.00 feet; thence N 47°37'56" E, 301.83 feet; thence N 53°45'25" E, 221.64 feet; thence N 56°52'49" E, 306.49 feet; thence N 67°43'57" E, 484.77 feet; thence S 85°00'54" E, 131.72 feet; thence S 75°53'38" E, 341.87 feet; thence N 83°57'06" E, 341.07 feet; thence N 71°13'40" E, 310.58 feet; thence N 57°40'11" E, 499.51 feet; thence N 42°33'26" E, 259.34 feet; thence N 32°48'52" E, 262.87 feet; thence N 21°21'27" E, 271.70 feet; thence N 18°01'29" E, 171.02 feet; thence N 38°30'11" E, 154.44 feet; thence N 52°40'07" E, 201.11 feet; thence departing said approximate centerline of the Eagle River N 26°50'41" W, 63.81 feet to the south line of Highway 6 right of way; thence along said south line of Highway 6 right of way S 63°08'01" W, 3932.72 feet; thence in a southwesterly direction with a non-tangent curve turning to the left with a radius of 11410.00 feet, having a chord bearing of S 61°05'01" W and a chord distance of 816.31 feet, having a central angle of 04°06'00" and an arc length of 816.48 feet; thence S 59°02'01" W, 2572.80 feet; thence in a southwesterly direction with a tangent curve turning to the left with a radius of 2242.00 feet, having a chord bearing of S 42°41'01" W and a chord distance of 1262.26 feet, having a central angle of 32°42'00" and an arc length of 1279.56 feet to a 1350; thence S 26°20'01" W, 267.31 feet to the Point of Beginning.

Containing 106.194 acres more or less.

EXHIBIT D

Assignment and Assumption of Development Agreement Rights and Obligations

AFTER RECORDING RETURN TO:

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT RIGHTS AND OBLIGATIONS

This Assignment and Assumption of Development Agreement Rights and Obligations (this "Assignment") is made as of _____, 20__ (the "Effective Date"), by and between _____ ("Assignor"), and _____ ("Assignee").

RECITALS

Pursuant to that certain Purchase and Sale Agreement, dated as of _____, by and between Assignor and Assignee concerning the purchase and sale of certain real property described therein, and more fully described in Exhibit A, attached hereto (the "Property"), Assignor sold to Assignee and Assignee acquired from Assignor the Property on the Effective Date.

In connection with Assignor obtaining from the Town of Eagle, Colorado (the "Town"), certain entitlement approvals for the Property, Assignor and the Town entered into that certain Annexation and Development Agreement, dated _____, which agreement was recorded in the real property records of the Eagle County Clerk prior to this Assignment (the "ADA"). In connection with the Assignee's acquisition of the Property, Assignor agreed to assign to Assignee all of Assignor's rights under the ADA (the "Assigned Rights"), and Assignee agreed to assume all of the obligations of Assignor under the ADA, whether express or implied (the "Assumed Obligations").

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. Assignor hereby expressly transfers, conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, the Assigned Rights.

Additionally, Assignor hereby expressly transfers, conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, the Assumed Obligations, and Assignee agrees to perform the Assumed Obligations. As additional consideration for the purchase and sale of the Property, Assignee hereby indemnifies and holds Assignor harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including but not limited to attorneys' fees and expenses) actually asserted against or incurred by Assignor in connection with Assignee's failure to satisfy the Assigned Rights.

2. General Provisions.

a. No Implied Waiver. No failure by either party to insist upon the strict performance of any provision contained in this Assignment shall constitute a waiver of any such provision.

b. No Oral Amendment or Modifications. No amendments, waivers or modifications of the terms and provisions contained in this Assignment, and no approvals, consents or waivers by either party under this Assignment, shall be valid or binding unless in writing and executed by the party to be bound thereby. No such termination, extension, modification or amendment shall be effective unless and until a proper instrument in writing has been executed and recorded in the Records.

c. Severability. If any provision of this Assignment shall be held invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provision of this Assignment, and there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

d. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The provisions contained in this Assignment shall be construed as covenants running with the Property.

e. Construction; Captions for Convenience. The parties acknowledge and agree that both they and their counsel have reviewed this Assignment, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Assignment. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Assignment.

f. Costs of Legal Proceedings. In the event either party institutes legal proceedings with respect to this Assignment, the prevailing party shall be entitled to recover, in addition to any other relief to which it is entitled, its costs and expenses incurred in connection with such legal proceedings, including, without limitation, reasonable attorneys' fees.

g. No Third Party Beneficiaries. None of the terms, conditions or covenants contained in this Assignment shall be deemed to be for the benefit of any person other than

Assignee, its successors and assigns specifically designated as such in writing, and no other person shall be entitled to rely hereon in any manner.

h. Relationship of Parties. Nothing in this Assignment shall be construed or deemed to make or constitute the parties as partners, joint venturers or any other form of joint participants in the development of the Property.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ASSIGNOR:

By: _____

Name: _____

Title: _____

ASSIGNEE:

By: _____

Name: _____

Title: _____

EXHIBIT F:
Resolution No. 68
A Resolution making certain
Findings of Fact regarding the
proposed Annexation of Red
Mountain Ranch
(ATTACHED)

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 68
(Series of 2020)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION
OF REAL PROPERTY LOCATED IN UNINCORPORATED EAGLE COUNTY (RED
MOUNTAIN RANCH)

WHEREAS, a petition for annexation was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in Eagle County and described in the attached **Exhibit A**, attached hereto and incorporated herein by this reference, also known as Red Mountain Ranch (the "Property");

WHEREAS, by resolution adopted on July 28, 2020, the Town Council found the petition to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, on September 22, 2020, the Town Council conducted a properly-noticed public hearing to determine if the Property is eligible for annexation to the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. The applicable provisions of C.R.S. § 31-12-104 have been met, in that not less than one-sixth of the perimeter of the Property is contiguous with the existing boundaries of the Town; and therefore, because of such contiguity, a community of interest exists between the Property and the Town; the Property is urban or will be urbanized in the near future, and the Property is integrated or is capable of being integrated with the Town.

Section 2. The applicable provisions of C.R.S. § 31-12-105 have been met, in that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a Town boundary more than three miles; the Town has in place a plan for said three-mile area; and, in establishing the boundaries of the Property, the entire width of any street or alley is included within the Property.

Section 3. An annexation election is not required under C.R.S. § 31-12-107(2) and no additional terms or conditions are to be imposed upon the area to be annexed other than as contained in the Annexation and Development Agreement, which will be considered and approved separately.

Section 4. The Property is eligible for annexation to the Town, and all requirements of law have been met, including the requirements of C.R.S. §§ 31-12-104 and 31-12-105.

Section 5. An ordinance annexing the Property to the Town will be considered by the Town Council pursuant to C.R.S. § 31-12-111.

INTRODUCED, READ, PASSED AND ADOPTED ON SEPTEMBER 22, 2020.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

EXHIBIT G:
Ordinance No. 22
An Ordinance Annexing to the Town
Certain Unincorporated Territory in
Eagle, County, Zoning the Property
Planned Unit Development, Approving
the Associated Final Plat and
Approving the Associated Annexation
and Development Agreement Creating
Vested Property Rights (Red
Mountain Ranch)
(ATTACHED)

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 22
(Series of 2020)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO ANNEXING TO THE TOWN CERTAIN UNINCORPORATED TERRITORY LOCATED IN EAGLE COUNTY, ZONING THE PROPERTY PLANNED UNIT DEVELOPMENT, APPROVING THE ASSOCIATED FINAL PLAT, AND APPROVING THE ASSOCIATED ANNEXATION AND DEVELOPMENT AGREEMENT CREATING VESTED PROPERTY RIGHTS (RED MOUNTAIN RANCH)

WHEREAS, Eagle River Commercial LLC, Griffin Development LLC and Red Mountain Ranch Partnership, LLLP (collectively "Applicants") are the owners of the real property in unincorporated Eagle County described in the attached **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, on July 10, 2020, Applicants filed a petition for annexation of the Property to the Town;

WHEREAS, by resolution adopted on July 28, 2020, the Town Council found the petition to be in substantial compliance with C.R.S. § 31-12-107(1);

WHEREAS, on September 22, 2020, the Town Council conducted a properly-noticed public hearing and determined that the Property is eligible for annexation to the Town;

WHEREAS, also on September 22, 2020, the Town Council conducted a properly-noticed public hearing on the proposed zoning of the Property as Planned Unit Development ("PUD") as set forth in the PUD Guide dated September 15, 2020 (the "PUD Guide");

WHEREAS, also on September 22, 2020, the Town Council considered the request for approval of an associated final plat for the Property (the "Final Plat");

WHEREAS, also on September 22, 2020, the Town Council considered the associated Annexation and Development Agreement (the "ADA"), which establishes vested rights in the PUD Guide; and

WHEREAS, the Town Council finds that it is desirable and necessary, and in the best interest of the public health, safety and welfare, that the Property be annexed to the Town, that the Property be zoned PUD, that the PUD Guide be approved as the zoning of the Property, that the Final Plat be approved, and that the Annexation and Development Agreement be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. Annexation.

a. The Property is hereby annexed to the Town. Upon the effective date of this Ordinance, the Property shall become subject to the jurisdiction of the Town.

b. Prior to the effective date of this Ordinance, the Town Clerk shall file for recording three certified copies of this Ordinance and three copies of the Annexation Map with the Eagle County Clerk and Recorder, and shall keep one copy of the Annexation Map and the original of this Ordinance in the Town Clerk's office.

c. The Town Clerk shall request that the Eagle County Clerk and Recorder file one certified copy of this Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs and the same with the Colorado Department of Revenue.

Section 2. ADA. The ADA is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the ADA on behalf of the Town.

Section 3. Zoning.

a. The Town Council hereby finds and determines that the PUD zoning, as set forth in the PUD Guide, satisfies all applicable criteria in the Eagle Municipal Code.

b. Based on the foregoing, the Property is hereby zoned PUD, as more particularly set forth in the PUD Guide dated September 15, 2020, and the PUD Guide is approved as the zoning of the Property.

Section 4. Final Plat.

a. The Town Council hereby finds and determines that the Final Plat satisfies all applicable criteria in the Eagle Municipal Code.

b. Based on the foregoing, the Final Plat is hereby approved.

Section 5. Vested Rights. Pursuant to Section 16 of the ADA, the PUD Guide constitutes a site specific development plan, and approval of the PUD Guide creates vested rights pursuant to C.R.S. § 24-68-101, *et seq.*, and the Eagle Municipal Code. Applicants shall be responsible for publication of the notice required by C.R.S. § 24-68-103(1)(c), and Applicants' failure to publish such notice shall render the vested rights null and void.

Section 6. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town

Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 7. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

Section 8. Effective Date. Pursuant to Section 6.03 of the Eagle Home Rule Charter, this Ordinance shall take effect 10 days after publication following adoption.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON SEPTEMBER 22, 2020.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

**EXHIBIT H:
Certificate of
Recommendation Red
Mountain Ranch PUD dated
September 16, 2020
(ATTACHED)**



CERTIFICATE OF RECOMMENDATION

TO: Mayor Turnipseed and Town Council

FROM: Department of Community Development

DATE: September 16, 2020

PROJECT: Red Mountain Planned Unit Development

FILE NUMBER: PUD17-01

APPLICANTS: Red Mountain Ranch Partnership, LLLP, Griffin Development LLC, and Eagle River Commercial, LLC

LOCATION: Approximately 106 acres on the east end of the town boundaries, south of Highway 6, north of the Eagle River

CODE: Chapter 4.11 Planned Unit Development

ZONING: (Existing) Resource (R) in Unincorporated Eagle County; (Proposed) Residential (R/PUD), Commercial (C/PUD), and Public (P/PUD), in the Town of Eagle

STAFF: Carrie McCool, Contract Town Planner

REQUEST: Planned Unit Development (PUD) for a maximum of 153 dwelling units of various types, limited commercial areas, and open space/park areas

PROJECT SUMMARY

The applicant, Merv Lapin, on behalf of Red Mountain Ranch Partnership, LLLP, Eagle River Commercial, LLC, and Griffin Development, LLC, proposes to annex and zone 106.2 acres of property located just east of the Town boundary to Planned Unit Development (PUD) to accommodate four residential (mixed unit types) planning areas, two commercial planning areas, one 3-acre public parcel (Parcel 5B) and two open space parcels (OS-1 and OS-2) to be dedicated to the Town of Eagle for parks and open space as well as 14.5 acres of land within Planning Area 3 to be dedicated to a non-profit entity to accommodate an environmental

education center and associated open space on both sides of the Eagle River. The following is a brief description of each planning area:

- Planning Area 1 contains 34.7 acres and is proposed to be designated as R/PUD-1 that allows for a variety of residential land uses including single family, duplex, townhomes, condominiums, and apartments at a maximum density of 97 dwelling units. It also contains three open space areas; OS-1 includes 1.8 acres to be conveyed to the Town for a small riverfront park; OS-2 consists of 5 acres along the river corridor to accommodate the Discovery Trail; OS-3 includes 15.4 acres to be conveyed to the Town for public open space within Planning Area 1 that is south of the river.
- Planning Area 2 contains 5.5 acres and is proposed to be designated as C/PUD -1, to allow for a small scale, mixed use neighborhood center area including commercial uses (up to 10,000 square feet), and a maximum of 10 dwelling units on 2.9 acres. This planning area includes 2.6 acres of open space (OS-4) to accommodate the Discovery Trail and preserves the Colorado Parks and Wildlife public fishing easement along the river corridor.
- Planning Area 3 contains 14.5 acres with 1.4 acres to accommodate an environmental education facility, employee housing (up to 6 dwelling units), 13.1 acres of open space (OS-5) as well as the Discovery Trail and preserve the Colorado Parks and Wildlife public fishing easement. The total land area is to be conveyed to Walking Mountains Science Center, a 501(c)(3) nonprofit organization, or a similar nonprofit organization providing environmental science education approved by the Town.
- Planning Area 4 is a 13.8 acre reclaimed gravel mine area that sits 40 feet below Highway 6, is proposed to be designated as R/PUD-2 to allow for no more than 44 dwelling units. It also has 4.6 acres of open space with the Colorado Parks and Wildlife public fishing easement along the river. The Discovery Trail traverses the property along US Highway 6.
- Planning Area 5 contains 14.6 acres, is proposed to be designated as R/PUD-3 and reserved for clustered, low density residential home sites at a maximum density of 15 single family or duplex units. A total of 8.4 acres of common open space (OS-7 and OS-8) is proposed and includes the CPW public fishing easement.
- Planning Area 5B contains 3 acres, is proposed to be designated as P/PUD, and will be dedicated to the Town for public open space purposes. The Discovery Trail will traverse through the planning area and will provide parking and access to the Colorado Parks and Wildlife public fishing easement along the river.
- Planning Area 6 is designated as R/PUD-4 and is proposed for low-density single family and duplex homes limited to 25 dwelling units across 20 acres. A total of 5.2 acres of open space (OS-9) along the river corridor includes the CPW public fishing easement.

The Planning and Zoning Commission considered the Red Mountain Ranch PUD and Community Plan Exception request on February 19, 2019. Upon review of the applications, the Planning and Zoning Commission unanimously recommended **approval** with the following conditions:

- 1) Development shall be prohibited in Planning Areas 3 through 7 until such time that Town water and sewer service connections can be provided at the developer's expense, with the exception of vault toilets for campgrounds, trailheads, and other similar town facilities.

- 2) The PUD Guide be revised to reflect a 75-foot setback from the high-water mark except for soft surface trails, irrigations structures, and other low impact encroachments, and the boat ramp located in Planning Area 5B.
- 3) Cash in Lieu payment can be accepted in place of on-site units provided that if a negotiated amount cannot be agreed upon, the town's on-site LERP requirement will remain in place.
- 4) Planning Area 5B shall be dedicated at first subdivision filing and access at Hwy 6 to the parcel be completed within a certain timeframe not tied to phasing of development.
- 5) Payment of impact fees shall be required at time of Development Permit or residential subdivision where individual lots are being created.
- 6) A Riparian Management Plan shall be required in the PUD Guide and shall provide for adequate public access to the river and open space parcels and shall be submitted for review to the Planning and Zoning Commission with submittal of the first development permit.

Additionally, the Planning and Zoning Commission unanimously **approved** the Exception request for Red Mountain Ranch provided the conditions for approval are met for the PUD as stated above.

REVIEW OF STANDARDS

Zoning – Planned Unit Development (PUD)

PUDs are intended to encourage innovative and unique, mixed-use developments that promote efficiency and support a balance of preservation, open space, and cohesive development that provides a public benefit to the community.

Standard: The proposed development shall be in conformance with the town's regulations, goals and policies.

Staff Comment: The following is an overview of the concepts for which the subject proposal furthers the goals and policies of the town's long-range planning documents. Staff finds the PUD is in substantial conformance with the goals and policies set forth in Community and Strategic Plans.

Eagle Area Community Plan

1. Chapter 3: Land Use Goal #2, Policies 2.1, 2.2: The project achieves infrastructure and transit efficiency by promoting relatively compact, walkable neighborhoods closest to the community core and designing for lower density residential neighborhoods served by private drives on the properties further from the community core, eliminating the need for any additional public road extensions.
2. Chapter 3: Land Use Goal #3, Policy 3.1: The project assures access to surrounding neighborhoods and commercial areas and accommodates mobility options by providing means of interconnection utilizing the existing transportation network and providing the potential to connect local paths to regional trail systems.
3. Chapter 3: Land Use Goal #4, Policy 4.1: The project aims to preserve high quality agricultural lands, public resources, wildlife resources, forest resources, and viewsheds by placing strong emphasis on open space and the protection of Eagle River. The PUD Zoning

Plan identifies over 70% of the land within the property as open space and recreation/park uses. The plan protects significant areas of riverfront lands as undisturbed native habitats, as improved natural open space, as formal and informal parklands, and as wetlands.

4. Chapter 4: Future Land Use Map: Conservation Oriented Development: The PUD Guide sets forth purpose statements for each planning area that strive to balance conservation and development objectives to achieve the intent of the Conservation Oriented Development land use designation by setting aside large swaths of land as open space and encouraging clustered development; providing quality open space by dedicating lands to be used for trails, drainage, debris flow mitigation, roadways, fishing access, landscaping and active recreation opportunities (i.e., play areas, sports courts, and integrated trails); providing enhanced setbacks along Highway 6 and the Eagle River; and facilitating the preservation of attributes of high conservation value on the property. It also provides for small-scale commercial opportunities along Highway 6 to serve the needs of the immediate neighborhood.
5. Chapter 5: Eagle River Corridor Character Area: The portions of land that are within the Town's urban growth boundary are within the Eagle River Corridor Character Area. The project incorporates the planning principles set forth for this Character Area by placing a high priority on protecting wildlife, riparian habitats, and other sensitive lands; preserving the river corridor for open space and recreational uses; providing opportunity for public access to the river; broadening recreational opportunities and trail systems; preserving the character of the river corridor; and keeping densities low as to preserve views, reduce impacts on water quality, enhance the value of the land, and maximize the quality of recreational experiences.
6. Chapter 11: Economic Development Goal #1, Policies 1.1, 1.2: The project aims to support a vibrant, sustainable, and diverse economy by necessitating high quality development that will enhance the Town's unique identity, its economic vitality, its sense of community, and the quality and character of the surrounding rural lands; and by providing opportunities to optimize commercial development by providing limited neighborhood and community supported small commercial uses intended to be unique to Eagle.

Eagle River Corridor Plan

1. Chapter 1: The project prioritizes conservation, economic development, recreation, place-making, transportation and access, and education and awareness principles as described in the Eagle River Corridor Plan. Generous setbacks are provided for; open space is protected; commercial opportunities are present; significant recreational opportunities exist; place-making is emphasized; connections to regional trail systems are highlighted; incorporation of environmental education can help contribute to environmental stewardship and emphasize the uniqueness of the property and the town as a whole.
2. Chapter 2: The project is reserved for Cluster Residential (CR) land uses in the Eagle River Corridor Plan, for which the PUD complies by providing a natural transition of higher densities on the western edge, decreasing density as the property transitions east, while designing creatively to integrate and protect sensitive open areas while incorporating mobility options by way of integral trail connections. The Eagle River Corridor Plan also estimates that this property is large enough to accommodate 120-150 homes. The Cluster Residential land use designation includes lands within the Urban Growth Boundary whereas the proposed project extends past and still maintains maximum density contemplated for this area.

3. Chapter 3: The project plans to host extensive lengths of soft surface trails (i.e., “Discovery Trail”). It preserves all areas south of the river, incorporates natural experience areas and trails, and promotes active recreation as directed in the Plan.

Town of Eagle Strategic Plan

1. Major Objective #5: Stimulate Economic Vitality, Development: The PUD has the potential to stimulate economic vitality by providing opportunities for economic development and incorporating standards that enhance the look, feel, and experience of Eagle; maintaining the small town feel and great place to raise a family; and continuing to advance Eagle as a government, business, and recreational hub for the region.
2. Major Objective #8: Improve Housing Availability and Affordability
The applicant will provide a cash-in-lieu payment for local employee residences in the amount of \$750,000. The payment as outlined in the Annexation and Development Agreement constitutes complete satisfaction of the town’s Local Employee Residency Program (LERP). As such, staff finds the ultimate build out of the project will provide funding resources to the Town to improve housing availability and affordability.
3. Major Objective #9: Continue Investing in Outdoor Activities, Recreation, and Open Space
The PUD provides several recreational opportunities, including fishing, boating, camping, and youth education through the designation, preservation, and dedication of lands for such uses.

Staff finds that the PUD substantially conforms and furthers the goals and policies set forth in the Community and Strategic Plans.

Chapter 4.11 Planned Unit Development (PUD)

The standards and requirements of Section 4.11.030 apply to all PUDs and take precedence over other standards and requirements. In a PUD, zone district regulations per Chapter 4.04, and design standards per Chapter 4.07, may be varied where the Planning and Zoning Commission and Town Council find that such variation will produce a public benefit over strict application of the regulation varied from and that such variation is not detrimental to the public good and does not impair the intent and purposes of Chapter 4.11.

A. Minimum Size. Every PUD shall have a minimum gross area of five acres.

Staff Comment: The proposed PUD contains a gross area of 106.2 acres and therefore exceeds the required minimum size.

B. PUD Zoning.

1. Every PUD shall be divided into one or more PUD zone districts in accordance with Section 4.11.030(B).

Staff Comment: The PUD is proposed to be designated as a mixture of R/PUD, C/PUD, and P/PUD in accordance with Section 4.11.030(B). Three open spaces parcels (OS-1, OS-3, and Parcel 5B) are provided to provide passive and active recreation opportunities, the Discovery

trail, maintenance of the Colorado Parks and Wildlife public fishing easement, and open space to be dedicated to the Town. Lastly, the PUD includes five open space parcels reserved for recreation, the Discovery Trail, soft surface trails with limited river access points, maintenance of the Colorado Parks and Wildlife public fishing easement, and natural vegetation management and removal of non-native species to maintain the health of the ecosystem and planting of native vegetation to be owned and maintained by a Homeowners' Association.

2. Uses. The uses potentially allowed within the R/PUD zone district shall be those permitted and special uses as set forth in Chapter 4.04 for the R, RR, RL, RM, RMF, and RH zone districts; C/PUD shall reflect the allowable uses as set forth in Chapter 4.04 for the CBD, CL and CG zone districts; and P/PUD shall reflect the allowable uses as set forth in Chapter 4.04 for the PA zone district; plus other uses which the Planning Commission and Town Council find to be compatible. Within each PUD zone district, specific uses shall be allowed only as set forth in the approved PUD zoning plan and development permit. Conditions may be imposed on such uses by the Town, and any such conditions shall be set forth in the development permit. The PUD Guide proposes variations from permitted and special uses, standard allowances, and limitations set forth in the Town Code. Below is an overview of the proposed variations from the straight zone district requirements:

- a) R/PUD-1 allows for an HOA owned enclosed storage building as a use by right; model homes, sales offices, and pedestrian and bicycle trails as accessory uses; special events in OS-1 which will be dedicated to the Town for a public park.
- b) C/PUD-1 allows for single-family, duplex, and/or multi-family residences and boutique hotel, bed and breakfast facility, community gardens, greenhouses, existing or restored historic buildings as uses by right; and pedestrian and bicycle trails as accessory uses. It also allows 10,000 square feet of commercial use with no FAR allowance based on lot size.
- c) C/PUD-2 allows buildings for environmental education and programming; multi-family residential that is subordinate to the environmental education center (prohibited as a primary use); outdoor recreation facilities, open-sided shade shelters, existing, restored, or relocated historic buildings, landscape improvements, soft surface trails, interpretive signs and a pedestrian bridge over Eagle River as uses by right. It also allows 10,000 square feet of enclosed education and programming space with no FAR allowance based on lot size. OS-5 located in Planning Area 3 also allows for open-sided shade shelters, existing, restored, or relocated historic buildings, interpretative signs, and a pedestrian bridge over Eagle River as uses by right.
- d) R/PUD-2 allows for campground as uses by right; and model homes, sales office, pedestrian, and bicycle trails as accessory uses.
- e) R/PUD-3 allows model homes, sales offices, pedestrian, and bicycle trails as accessory uses.
- f) R/PUD-4 allows model homes, sales office, pedestrian, and bicycle trails as accessory uses.
- g) Temporary uses including, but not limited to construction staging, project sales office, and pre-development temporary uses such as, but not limited to, corporate team

building events, day outfitter programs, and agricultural uses may be permitted in all Planning Areas and Wholesale Nursery may be permitted in Planning Area 6, R/PUD 4 in accordance with Town Code Section 4.04.100 B. Temporary Uses.

Staff Comment: The proposed uses set forth in the PUD Guide allows for future build out of a mixed use development along a unique river corridor site that furthers the goals of the guiding planning documents in both land use and implementation of conservation oriented development and cluster residential design. Staff finds the proposed variations are compatible with the permitted and special uses found in the town's straight zone districts classifications, address standards for uses that are yet to be defined in the Town Code, and allow for market-driven development that can respond based on community need. The PUD also sets forth a design review process that requires design guidelines to be prepared that will establish architectural and building materials standards, landscape design, urban design, site design standards, and a design review process for each PUD Planning Area within Red Mountain Ranch. The PUD Guide and associated Zoning Plan provide strong purpose statements and clear development standards to evaluate future development plans and subdivision plats.

3. Density. The maximum gross density to be allowed in R/PUD shall be 8 dwelling units per acre; C/PUD shall not exceed a floor area ratio of 1.7:1; and P/PUD shall not exceed a floor area ratio 1.5:1.

Staff Comment: A total of 153 dwelling units would be allowed on Planning Areas 1-6. The applicant is proposing densities per Planning Area ranging from 0.36 to 2.8 dwelling units per acre in the residential planning areas and limiting commercial floor area to 10,000 square feet. Staff finds all densities as proposed are well below the gross maximum requirements of the Town Code and allow for clustered, conservation-oriented development that preserves the open space and natural resources on the site that are consistent with recommended densities outlined in the Eagle River Corridor Plan.

The PUD Guide allows the total allowed 153 units to be transferred between all Planning Areas except Planning Area 3 (Nature Center) and 5B (Eagle River Park) with the provision that the 153 units cannot exceed an allocation of 113.1 EQR. Staff finds the density transfer provisions will allow flexibility in the ultimate build out of the development while maintaining the required levels of service.

4. Open Space. The Town Code requires a minimum of 20% of the total gross area of a PUD to consist of common open space. Seventy-five percent (75%) of the required common open space shall have a slope of 10% or less, and at least half of the portion with slopes of 10% or less shall be developed for active recreation.

Staff Comment: The PUD proposes to provide a minimum of 59.1 acres or 56% of the 106.2 acre site of common open space which exceed the required open space requirements. The attached slope exhibit illustrates that a total of 16.04 acres will be usable open space (slope less than 10%) wherein 15.9 is required.

The PUD proposes six open space parcels (OS-2, OS-4, OS-6, OS-8, and OS-9) that are reserved for open space in addition to 1.8 acres for a public park (OS-1), 15.4 acres south of the Eagle River (OS-3), and 3 acres for a riverfront town park (Planning Area 5B) to be dedicated to the Town. The Planning and Zoning Commission recommended that Planning Area 5B be dedicated at the first subdivision filing and access at Highway 6 to be parcel be completed within a certain timeframe not tied to phase of development. In efforts to address the Planning and Zoning Commissions concerns, the applicant has revised their proposal and agreed to convey Parcel 5B to the Town within 30 days after issuance of the first Development Permit for Planning Areas 4, 5, or 6, or within 10 years of the Effective date, whichever occurs first as set forth in the ADA. Planning Area 3 is slated for an environmental education facility and includes an additional 13.1 acres of protected and sensitive open lands on both sides of the Eagle River.

One of the unique aspects of the Red Mountain Ranch property is the Colorado Parks and Wildlife public fishing easement which designates specific and designated river access points as well as limited uses on the property. Colorado Parks and Wildlife (CPW) reviewed the PUD and found certain aspects of the plan align with CPW's strategies of providing optimal public fishing opportunities, access, and experience. The applicant has revised the PUD Zoning Plan to clearly depict the limits of CPW's public fishing easement through Planning Areas 3, 4, 5B, 5 and 6. This equates to a total of 16.55 acres of active recreation along the river that will be provide public fishing opportunities, access, and recreational experience in perpetuity.

The project also includes a variety of trails throughout the development that include the Discovery Trail, soft surface and hard surface common area trails as well as sidewalks connecting parking areas to residential units. The trail standards outlined in the PUD Guide ensure soft surface trails, including the Discovery Trail, which will traverse through to Planning Area 5B are appropriate in terms of location (within or outside the stream setback), width (public easement shall be 12' in width), surfacing and constructed to the US Forest Service Trail Accessibility Guidelines.

Staff finds the proposed PUD far exceeds the common open space and active recreation requirements set forth in the Town Code.

5. Maintenance of Open Space. An organization shall be established, which is responsible for ownership, permanent care, and maintenance of open spaces and recreational areas and facilities; and shall be recorded by instrument to be recorded prior to sale of any residence.

Staff Comment: Open space parcel OS-1, OS-3, and Parcel 5B will be owned and maintained by the Town. Open space parcel OS-5 will be owned and maintained by Walking Mountains Science Center or similar nonprofit organization providing environmental science education approved by the Town. Open space parcels OS-2, OS-4, OS-6, OS-7, OS-8, and OS-9 will be owned and maintained by a Homeowners' Association.

The Planning and Zoning Commission wanted to ensure that a requirement to prepare a Riparian Management Plan was included in the PUD Guide and shall provide for adequate

public access to the river and open space parcels and should be submitted for review to the Planning and Zoning Commission with submittal of the first development permit. The applicant has revised the PUD Guide to state that prior to submission of the first Development Permit application for the Development, a Riparian Area Management Plan ("RAMP") which will apply to all riparian and floodplain areas on the property must be reviewed for approval by the Town. The key provisions of the RAMP are to provide a description of permitted uses and measure for protection and preservation of the functions and values of the riparian corridor, including monitoring, ownership, and maintenance of open space.

Staff finds the maintenance of open space provisions set forth in the ADA will ensure responsible ownership, permanent care, and maintenance of open spaces and recreational areas and facilities.

6. Municipal and park land dedication. Every PUD shall be subject to the requirements of Section 4.13.190 for municipal and park land dedication or fee, except that one-half of such requirement shall be waived in consideration of the active recreation development required in this chapter.

Staff Comment: Total municipal park land dedication includes 20.2 acres of public dedication as referenced above and 14.5 acres of private land dedication (Planning Area 3) to Walking Mountains Science Center. The 14.5 acre private dedication includes 1.4 acres for the environmental education facility, employee housing, and 13.1 acres of open space that straddles the Eagle River. This parcel is OS-5 and provides open space in conjunction with the environmental education facility located on Parcel C-PUD-2 for recreation, the Discovery Trail, interpretive signs, a pedestrian bridge over the Eagle River, soft surface trails with limited river access points, and natural vegetation management and removal of non-native species to maintain health of the ecosystem and planting of native vegetation.

Staff finds the municipal and park land dedication exceeds Town Code requirements.

7. PUD Perimeter. The boundary between a PUD and adjacent land uses shall be landscaped so as to adequately buffer potential incompatibility between land uses.

Staff Comment: The higher density and intensity of land uses are focused towards the existing town center and decreases to very low-density residential uses as the property extends eastward. The density transition is intended to be compatible with the existing approved residential neighborhoods adjacent to the east end of Red Mountain Ranch. The riverfront area has been protected with additional enhanced setbacks and limitations on uses and vegetation management. The Highway 6 perimeter will be enhanced with landscape screening and berming where appropriate. These details will be developed as the specific PUD Development Plans are designed and reviewed. The PUD is proposed to contain appropriate setbacks that adequately buffer between land uses, including a minimum of 25 to 50 feet along Highway 6 and 75 feet from the river. Staff finds the proposed perimeter setbacks are adequate to buffer surrounding land uses and mitigate any potential impacts of the development.

8. Street Standards. Every PUD shall be designed and constructed in conformance with the Town's street construction regulations.

Staff Comment: All streets are proposed to remain private. Private street standards will be detailed as part of future Development Plans and subdivision applications for each Planning Area.

Primary access to the site is from Highway 6. The Developer has secured eight (8) access permits from the Colorado Department of Transportation ("CDOT") for Planning Areas 1-6, as depicted below. Staff finds that since the applicant has secured access permits from CDOT and dedicated the appropriate access easements long the entire frontage of Highway 6, each parcel has adequate and safe access.



9. Phasing. Where a PUD is developed in phases, a proportional amount of the required open space and recreation areas shall be included in each phase, such that the project as it is built will comply with the overall density and open space requirements of Chapter 4.11 at the completion of each phase of development. Phasing shall be accomplished such that at the completion of any phase the development is consistent with the Town's goals and policies.

Staff Comment: The timing of phasing within the Red Mountain Ranch PUD will be dependent upon market forces. As such, the PUD Guide requires each Planning Area to comply with the development standards as they develop. Considering the three parcels of land to be dedicated for public open space and recreation would provide a significant public benefit to town residents, the Annexation and Development was negotiated to provide triggers for conveyance as follows:

- Open space parcels OS-1 and OS-3 will be conveyed to the town within 30 days after issuance of the first Development Permit for Development, or within 10 years of the Effective Dates, whichever occurs first.

- Parcel 5B for the Eagle River Park will be conveyed within 30 days after issuance of the first Development Permit for Planning Areas 4, 5, or 6, or within or within 10 years of the Effective Dates, whichever occurs first. Per the Annexation and Development Agreement, the Developer shall provide access from Highway 6 to Parcel 5B upon issuance of the first Development Permit for Planning Area 4 and shall provide an associated access easement to the Town.

Staff finds that the provisions set forth in the PUD Guide and ADA ensure compliance with the overall density and open space requirements set forth in the Town Code and is consistent with the Town's goals and policies.

Chapter 4.07: Development Standards

The following analysis evaluates the proposed PUD's conformance with applicable Development Standards. A Development Permit will be required to be reviewed and approved in accordance with the requirements set forth in Chapter 4.06 prior to development in addition to platting.

Lighting

The PUD Guide requires illumination design standards for residential and public uses to be included within a set of design guidelines that will be required prior to approval of any Subdivision creating individual lots. The intent is to provide compliance with adopted Town of Eagle lighting requirements and appropriate dark sky practices.

Landscaping

The PUD Guide requires landscape design standards to be adopted as part of the overall design guidelines. The intent is to provide standards for landscaping and water conservation within the PUD that enhance and maintain the character of the residential neighborhoods and public spaces by providing minimum and maximum standards for planting within residential and public spaces; promoting the conservation of water through the selection of proper plant palette and the use of efficient irrigation techniques; and controlling the spread of noxious weeds and invasive plant species. Detailed landscape plans will be required during the Development Permit review process.

General Architectural Standards

General requirements of architectural design are set forth in Section 4.07.040 and are intended to allow architecture of various types that is cohesive with surrounding areas and considers orientation, sun, views, natural light, shadows and ventilation for inhabitants, prevailing winds, slopes, existing and future drainage patterns, snow shedding, existing landscaping, pedestrian circulation, and compatibility with scale. The PUD Guide requires the adoption of Design Guidelines to be approved and in place for any area of the Red Mountain Ranch PUD prior to the approval of any Subdivision Final Plat for that area. The Design Guidelines will establish design and construction standards that both fit in the setting and ensure a consistent high level of quality across a wide array of housing types; respond to unique attributes and sensitivities of the site; implement diverse but cohesive, unified, and balanced architectural and landscape theme; and control massing of buildings to be appropriate in scale and context.

One conflicting provision of the PUD Guide relates to the maximum building height. The applicant is requesting a variation to the Town's typical height limitation of 35', to allow multi-family buildings to have a maximum height of 40' and accommodate three-story structures, appropriate architectural treatment of the building, and sloped roof forms. Staff finds a 5-foot increase in the maximum height allowance would represent a public benefit by promoting high-quality architecture and would not be detrimental to the public good, does not impair the intent and purposes of Chapter 4.11.

Parking

All uses within the Red Mountain Ranch PUD must adhere to the parking standards in the Town Code. Further, any accessory dwelling associated within a single family residence is required to have one dedicated on-site parking space. A Boutique Hotel as defined in the PUD Guide provide one space per guest room.

Stream Setbacks

The Town Code (Section 4.04.100.H.2) requires a live stream setback of 50 feet from the high-water mark of any stream or river with some permitted encroachments for uses such as non-motorized paths, irrigation structures, flood control, and erosion protection devices, etc.

In efforts to address the Planning and Zoning Commissions condition of approval, the applicant revised the PUD Guide to sets forth a 75 foot stream setback, or the limits of the 100 year floodplain, whichever provides the greater separation from the river. This setback and floodplain delineation is required to protect the river in its natural state wherein no grading or removal of vegetation may occur within the stream setback. Certain improvements and/or activities may be located with the stream setback such as improvements pursuant to a floodplain development permit, revegetation of previously disturbed areas, removal of existing building encroachments, footpaths not exceeding 3 feet in width, public multi-use paths that are part of the public trail system, head gates, pump houses, hydroelectric wheelhouses and piping, and ditches, flood control, and bank stabilization devices, removal of state-listed noxious weeds, the removal of dead or dying vegetation, removal of vegetation for wildfire migration.

There are portions of the property, particularly Planning Area 4 that is a reclaimed gravel mine area wherein a reduction in the stream setback may be appropriate. As such, staff worked with the applicant to craft an exception process (Finding of No Significant Impact) into the PUD Guide. The exception process allows staff to approve a reduction of the stream setback to a minimum of 50 feet or the outer edge of the 100 year floodplain, whichever provides the greater separation from the stream. The process includes the submittal of a Report prepared by a resource biologist or other qualified professional, clear review criteria addressing water quality, erosion, habitat, scenic and recreation values, alternative design, and other criteria such as lot depth, dimension, topography that prevent adherence to the 75 foot setback, and referral process at the discretion of the Director of Community Development or the Public Works Director.

Staff finds the 75 foot stream setback along with the Finding of No Significant Impact process allows for flexibility in project build out while protecting the river corridor, open space and environmental resources.

Section 4.04.110: Local Employee Residency Program (LERP)

As outlined in the ADA, the applicant will fulfill LERP requirements via a cash-in-lieu of providing 16 dwelling units on the project site. Staff finds the proposed cash-in-lieu contribution provides the town with the opportunity to leverage funds to facilitate the development of employee housing at the West Eagle redevelopment project on property owned by Eagle County and adequately addresses the Planning and Zoning Commission's condition of approval 3.

Chapter 4.17: Vested Property Rights

Per the ADA, the Developer shall have a vested property right to undertake and complete the Development and use the property under terms and conditions set forth in the PUD Guide. The vested right will continue for 10 years from the Effective Date, provided that if within such 10-year period, the Town has granted initial acceptance of the water main extension through Planning Area 1, the term of the vested rights shall be extended to 20 years from the Effective Date of the ADA.

Chapter 4.14: Assurance of Adequate Public Facilities

Adequate public facilities are assessed based on the availability of the Town's utility services (water and sewer), public schools, fire protection services, emergency medical services, and street facilities.

At the February 19, 2019 Planning and Zoning Commission public hearing, the Commission raised concerns regarding provision for water and sewer services, specifically in Planning Areas 3-7. Since the hearing, Planning Area 7 has been eliminated from the PUD. Additionally, the applicant has revised their proposal to include the extension of the water main through Planning Area 6 to be maintained and operated by Developers and their successors until it is looped at the most eastern end of the property, at which point it will be operated and maintained by the Town. It also sets forth provisions for the Developer to install a private wastewater system to be owned, operated, and maintained by either a metro district or other entity acceptable to the Town. The terms of the provisions for water and wastewater service are outlined in the Annexation and Development Agreement (ADA). The PUD Guide states that development on all lands within the PUD is prohibited until connection to the Town of Eagle municipal water system and limits the maximum number of EQR allowed within the PUD to 113.1 EQR as set forth in the ADA. Additionally, wastewater service shall be provided by a wastewater system constructed, owned, operated and maintained by the Developer, a Metro District or another entity approved by the Town as set forth in the ADA.

During the development review process, the application was referred to Eagle County Schools, Police, and the Fire Protection District, wherein it was found that there are adequate public facilities for schools, fire protection service response times, emergency medical services, and streets. Additionally, the ADA requires payment of impact fees for schools, streets, fire, public safety and other impact fees as lawfully imposed by the Town at the time of issuance of each building permit.

Staff finds there are adequate public facilities to serve the proposed development and appropriate restrictions are in place to prohibit development until a connection to the Town

municipal water system and wastewater service is provided by a wastewater system approved by the Town.

**EXHIBIT I:
PUD Original Application
and Narrative dated June
13, 2017
(ATTACHED)**



TOWN OF EAGLE
COMMUNITY DEVELOPMENT
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LAND USE & DEVELOPMENT PERMIT APPLICATION

Pursuant to the Land Use & Development Code, Title 4

ZONING REVIEW ☐ Special Use Permit ☐ Zoning Variance ☐ Rezoning ☐ Temporary Use Permit ☐ Amendment to Zone District Regulations	DEVELOPMENT REVIEW ☐ Minor Development Review ☐ Major Development Review	SUBDIVISION OR PLANNED UNIT DEVELOPMENT REVIEW ☒ Concept Plan ☐ Preliminary Plan ☐ Final Plat ☐ Lot Line Adjustment ☐ Condominium / Townhouse ☐ Minor Subdivision ☒ P.U.D. Zoning Plan
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PROJECT NAME RED MOUNTAIN RANCH
PRESENT ZONE DISTRICT R-EAGLE COUNTRY PROPOSED ZONE DISTRICT PUD
(if applicable)
LOCATION
STREET ADDRESS SEE ATTACHED
PROPERTY DESCRIPTION
SUBDIVISION SEE ATTACHED LOT(S) _____ BLOCK _____
(attach legal description if not part of a subdivision)
DESCRIPTION / PURPOSE ALLEXATION, PUD ZONING PLAN & SUBDIVISION
CONCEPT PLAN. DESCRIPTION ATTACHED.

APPLICANT NAME MERVYN LAPIN PHONE 970 331 8617
ADDRESS 232 W MEADOW DRIVE VAIL CO EMAIL eeves@hotmail.com
OWNER OF RECORD RED MOUNTAIN RANCH PARTNERSHIP, LTD PHONE 970 331 8617 MERVYN LAPIN REVOCABLE TRUST
ADDRESS 232 W MEADOW DRIVE VAIL CO EMAIL _____
REPRESENTATIVE RICK PYLUNT, PYLUNT & ASSOCIATES PHONE 970 926 6065
ADDRESS 137 MAIN STREET EDWARDS CO EMAIL RICK@PYLUNT.COM

The above information is correct and accurate to the best of my knowledge.

Signature Mervyn Lapin

Date 6-13-17

In addition to the Application Fee payable at time of Land Use Application, costs related to public notices, postage, Town Attorney Fees and any related outside consultant fees required to review the application shall be billed to the applicant.

FOR OFFICE USE ONLY

DATE RECEIVED _____	BY _____	FILE NUMBER _____
REVIEW FEE _____	DATE PAID _____	RECEIVED BY _____
DATE CERTIFIED COMPLETE _____	BY _____	
P&Z HEARING DATE _____	DECISION _____	
TBOT HEARING DATE _____	DECISION _____	

rev. 07/2016

3.0 PROJECT DESCRIPTION

3.1 Existing Conditions

Red Mountain Ranch consists of a 130.835-acre property located along the Eagle River just east of the Town of Eagle downtown core area. The western boundary of the property starts at the first Highway 6 bridge crossing of the Eagle River east of town and extends east approximately 2.05 miles. The property is generally located between the Eagle River and Highway 6, with some land extending south of the river. The property is currently held in two separate ownerships. The Mervyn Lapin Revocable Trust owns the westernmost lands, identified in this application as Planning Areas 1 and 2.

The land identified in this application as Planning Areas 3 through 7 is owned by the Red Mountain Ranch Partnership, Ltd. The two ownerships have some common elements and are managed by a single entity.



VICINITY MAP

For the purpose of this application the term Red Mountain Ranch is used as the project name and refers to the title of the proposed Planned Unit Development inclusive of Planning Areas 1 through 7.

The property includes high terrace upland areas adjacent to Highway 6 and a wetland and riparian complex along the stream frontage. Several sections of the upland terrace have been mined for gravel and placed in reclamation. There is one occupied home located on Planning Area 2. All the upland areas have been disturbed in some manner, either by gravel mining or agricultural practices. Portions of the property have been flood irrigated for agricultural uses and there are several irrigation ditches that traverse the property. There are currently eleven residential, gravel pit and ranch access points from Highway 6 that provide access to various portions of the property.

The property is currently located outside the Town of Eagle boundary and is proposed for annexation to the Town of Eagle. The adjacent lands across Highway 6 to the north have been annexed to the town as a part of the Eagle River Station PUD. There is a low density residential neighborhood of one to two acre lots just beyond the eastern boundary of the property.

The property falls within the study area of the Eagle Area Community Plan and the Town of Eagle - River Corridor Plan.

3.2 Description of the PUD Zoning Plan

This application package proposes to annex the Red Mountain Ranch property to the Town of Eagle as a PUD Zoning Plan Planned Unit Development. The purpose of the PUD Zoning Plan, as outlined in the Town of Eagle Land Use Regulations, *“shall be to establish permissible type, location, and densities of land uses, to determine compatibility of the PUD proposal with the Town’s goals, policies, and plans, and with the purposes of this chapter, and to provide a basis for PUD zoning.”*

The proposed PUD Zoning Plan map identifies the proposed land use types, general locations and maximum proposed densities.

This narrative will describe the plan’s compatibility with the Town’s goals, policies and plans. Together with the proposed PUD Guide, the PUD Zoning Plan maps and this narrative will comprise the PUD Zoning Plan for Red Mountain Ranch.

The specific arrangement of buildings, lots, roads and parking lots will be detailed as each Planning Area is brought through the next step of the planning process, the detailed PUD Development Plan review.

The Red Mountain Ranch property is currently contiguous to but outside of the Town of Eagle municipal growth boundary and, except for Planning Areas 6 & 7, within the Urban Growth Boundary defined within the Eagle Area Community Plan. The Red Mountain Ranch property represents one of the last large development parcels that may be annexed into the Town of Eagle. The property, given its prominent location along the Eagle River and its proximity to downtown Eagle and the Eagle River Station property, is a key element in the future growth and development of the Town of Eagle.

By providing a comprehensive concept plan for the entire 130-acre river property owned by Red Mountain Ranch, including Planning Areas 6 & 7, the plan is able to address growth related impacts in a meaningful way and is able to provide significant community assets that are much more difficult, in fact, perhaps impossible to accomplish with the incremental growth that occurs from smaller development projects. Through the inclusion of a public riverfront park, preservation of open space, improved public fishing access and parking, and the design of a comprehensive and integrated trails system Red Mountain Ranch will make a very special contribution to the community fabric of the Town of Eagle. These design elements are possible by integrating the two ownership entities into one comprehensive development plan for the entire property through the PUD Zoning process.

The PUD Zoning plan evolved out of a careful analysis of many factors, including the Eagle Area Community Plan, the Town of Eagle River Corridor Plan, adjacent growth and land use patterns, anticipated long term residential housing needs, desired recreational amenities, and the land forms and environmental sensitivities of the site with feedback from past staff’s and trustees.

The primary elements of the design influences listed in the above paragraph are the 2010 Eagle Area Community Plan and the 2016 Town of Eagle River Corridor Plan. The Eagle Area Community Plan chapters on Vision, Land Use and the Conservation Oriented Development section of Chapter 4 provide direction to the overall plan and the distribution of densities. The River Corridor Plan gives very specific direction to the development of the Red Mountain Ranch property and addresses land use types, density, public parks, open space and trails. The proposed zoning plan has been designed to the goals and policies of these two guiding documents.

The plan is based around decreasing residential density as the property extends to the east and includes a network of open space, park and trail corridors that creates an organized layout of neighborhoods, community uses and public parks while conserving significant amounts of open space and protecting significant natural features of the site. An extensive trail system provides a significant public benefit and connects the community to the river and to the public river park.

The Red Mountain Ranch plan proposes a maximum of 153 units on 130 acres of land for a very low overall density of 1.17 units per acre. The plan proposes a mix of multi-family and single family and/or duplex units. Some of the Planning Areas will allow for flexibility in the mix of unit types. Most of the multi-family density is designated for the first phase of development, on Planning Area 1, closest to the community core. This area, in conformance with both the EACP and the River Corridor Plan, includes the highest density with a total of 97 of the overall 153 units, which due to clustering and a significant area of open space conservation, is still relatively low at an average of 2.8 units per acre. The decreasing density culminates in Planning Area 7, a single-family neighborhood of nine homes on twenty-four and a half acres, for a density of 0.36 units per acre (2.7-acre average per unit).

The soft surface path running through Planning Areas 1-5B, will provide significant recreational open space.

An important concept of the PUD Zoning Plan is the maximum overall density of 153 dwelling units. This overall density for the property is consistent with the direction of the Eagle River Corridor Plan. The proposed plan includes an ability to shift these units among the different planning areas, to some degree, with the maximum density per planning area as indicated on the PUD Zoning Plan Cover Sheet-Sheet 1 of the PUD Zoning Plan, within the PUD Guide, and as described in this report.

3.3 Planning Area 1 – Residential PUD

Planning Area 1 is the westernmost area within Red Mountain Ranch and is the largest individual planning area. The western edge of the planning area is adjacent to the bridge crossing (formerly known as the Green Bridge) of the Eagle River and includes approximately 35 acres on both sides of the Eagle River. As the largest planning area and the closest to town this area would host the highest density of Red Mountain Ranch. As called out in both the Eagle Area Community Plan and the River Corridor Plan the

proposed density is in keeping with the Conservation Oriented Development and the River Corridor Plan Cluster Residential land use designations.

At a maximum density of 97 units and an overall size of 34.6 acres the 2.8 units per acre is well below the Town of Eagle Residential PUD maximum allowance of 8 units per acre.

The intent of the PUD Zoning Plan level of review, as stated in the Town of Eagle Municipal Code is to establish the permissible type, location and densities of land uses, to determine compatibility of the PUD proposal with the Town's goals, policies and plans and to provide a basis for the zoning. The intent of the PUD Zoning Plan maps is to give some general form to the type and location of land uses and to determine appropriate densities of those proposed land uses. Determining the general locations of development areas and of open space or buffer areas allows the plan to be shaped, at this level of review, by the concepts of the EACP and the River Corridor Plan.

The more detailed and engineered design of the subsequent PUD Development Plan will present a more specific and detailed location of the proposed residential uses, the open space areas, and the trails and amenities.

The PUD Zoning Plan for Planning Area 1 includes the development parcel, identified as R/PUD-1, and three open space parcels. Approximately 65% of the Planning Area is designated as open space.

The westernmost portion of Planning Area 1 is designated as open space parcel OS-1 and would be an approximately 1.2-acre public park and public parking area featuring a public riverfront trail. This park would be connected to both the town core area and to Red Mountain Ranch via the pedestrian trail identified in the Town of Eagle - River Corridor Plan. A small number of public parking spaces would serve the park and provide fishing and trail access along the river.

The PUD Zoning Plan has been designed to meet the concepts of Conservation Oriented Development and the Residential Cluster description of the River Corridor Plan. The plan provides criteria to ensure that clustered areas of development and open space or recreation area buffers will be integrated into the overall site plan. The buffer and open space areas within R/PUD-1 may be natural open space or may be designed as improved passive or active open space and recreation areas.

Density should transition to lower unit per acre building types and site plans as the development ranges from west to east. To provide for a range of unit types and price points density could range from up to ten units per acre at the west end and transition to lower densities fronting the river. A transition to duplex and/or single family layout of approximately three to four units per acre or less would be appropriate at the east end. The overall PUD Development Plan for R/PUD-1 should include one or more improved parks that that total approximately 1/2 acre.

At a hypothetical unit mix of 55 multi-family units and 20 single family the Town of Eagle park land dedication would equate to 2.49 acres. The 1.2-acre public park dedication, the additional integrated parks of at least one-half acre and the public trail corridor along the river will more than meet this standard. The final park size requirements will be determined at PUD Development Plan design.

The public riverfront pedestrian trail would extend from the western public park along the river as a twelve-foot-wide public easement along the riverfront. The trail would swing away from the river to provide a break along the river corridor. The trail will then continue east across Planning Area 1 and into Planning Area 2.

A forty-foot-wide open space/drainage corridor would allow for the trail to connect from the river corridor to a separated grade crossing at Highway 6. The separated grade crossing will connect to the existing Eagle County ECO Trail located on the north side of Highway 6.

Appropriately designed community open space will separate and define neighborhood areas and create useable open space and park areas all connected by a pedestrian trail system. Overall, the intent is for Planning Area 1 to become a walkable neighborhood that includes multiple areas to access the riverfront, relax, recreate and socialize.

A detailed PUD Development Permit plan review and approval will be required prior to any development proceeding on site. This review process will provide the Town and community members a detailed review process to ensure conformance with the PUD Zoning Plan and with the governing master plans and land use regulations. The density type and layout may vary in the PUD Development Plan but shall not exceed 97 units.

The river corridor has been designated as OS-2 in the PUD Zoning Plan and PUD Guide. OS-2 will be owned and maintained by the homeowner's association and is protected from development. The land located on the south side of the Eagle River, approximately 18 acres, will be dedicated to open space. This area, along with the soft surface trail corridor on the north side of the river is identified as Open Space Area #5 in the River Corridor Plan. This open space area and trail corridor creates a significant amount of public river access that was formerly private and is in complete conformance with the River Corridor Plan. This open space south of the river is designated as OS-3 in the PUD Guide and PUD Zoning Plan. OS-3 will be dedicated to the Town of Eagle at the time of the first post-development plan approval subdivision within Planning Area 1.

Planning Area 1 will be served by the Town of Eagle water and wastewater systems.

All of the proposed uses listed in the PUD Guide for Planning Area 1 are allowed under the R/PUD uses listed in the town of Eagle Land Use Regulations. There are no listed allowed uses that are not allowed under the Town of Eagle R/PUD designation.

Planning Area 1 will have one access point from Highway 6 as directed by CDOT and the Town of Eagle. A privately maintained road will include public access to public parking

spaces that will provide access to the Eagle River and the Town park. The Town park and river access are significant public benefits. It is anticipated that the internal circulation and parking will be private and that there will be no publicly dedicated streets or Town of Eagle street maintenance requirements.

See PUD Zoning Plan Planning Area 1

3.4 Planning Area 2 –Commercial PUD

Planning Area 2 is an approximately five-acre area that is called The Farm and includes a historic farm homestead from the early 1900's. The intent of this planning area is to allow for the development of a neighborhood center, allowing for small scale commercial development that supports the neighborhoods and provides the greater Eagle community with a river view commercial opportunity, community gathering space and pavilion that does not currently exist. Approximately half of this five acre area is designated as the development area and approximately half of the five acres will be preserved as open space.

Thoughtful historically inspired design will be oriented towards Red Mountain and the Eagle River with a small cluster of one and two story buildings centered around terraced gardens and a greenhouse with small scale agricultural production and product sales. Potential uses include a demonstration farm/garden, farmers market, recreation river access for kayakers and tubers, a river oriented restaurant with an expansive porch and patio area and a small amount of short term lodging. The proposed density would allow for up to ten dwelling units.

The Discovery Trail extends from Planning Area 1 into Planning Area 2 and is shown above the river corridor to avoid a small piece of BLM land that extends onto the north shore of the river.

The proposed development area for Planning Area 2 is approximately 2.9 acres and is designated as C/PUD-1.

The proposed uses listed in the PUD Guide for C/PUD-1 do not include all the uses allowed under the C/PUD designation in the land use code. Many of these uses would not be appropriate for this unique area and land form. The list of proposed allowed uses is much more restrictive than the Eagle town code. C/PUD -1 is a mixed-use plan of commercial, residential and farm uses. The planned uses that are not specified in the Town of Eagle C/PUD designation have been listed as allowed in the PUD Guide for Planning Area 2. Commercial floor area will be restricted as listed in the PUD Guide. The amount of commercial floor area that would be allowed under the Town of Eagle C/PUD designation for floor area ratio would not be appropriate.

C/PUD-2 will be served by the Town of Eagle water and wastewater systems.

Planning Area 2 would be accessed via a shared street connection with Planning Area 1.

The density and floor area proposed for Planning Area 2 are well under the C/PUD designation allowances of the town code and the commercial uses allowed under the C/PUD designation have been strictly limited by the proposed PUD Guide. Instead of using a parcel size based ratio for a floor area allowance a maximum commercial floor area of 10,000 square feet has been established in the PUD Guide.

An area of approximately 2.1 acres east of the proposed development area and including all the riverfront land will be designated as OS-4. The allowable uses in OS-4 will be limited to soft surface trails and the improvement and management of native vegetation. The old existing historic building will be allowed to remain in place.

See PUD Zoning Plan Planning Area 2.

3.5 Planning Area 3 – Commercial PUD

Planning Area 3 is a total of 15 acres and includes approximately 7.5 acres on the north side of the Eagle River and 7.5 acres on the south side of the river. The land area consists of approximately 1.4 acres of upland area adjacent to Highway 6 and 13.6 acres of sensitive riparian or wetland areas.

Planning Area 3 includes two land use designations: the upland area designated as C/PUD-2 and the open space, riparian and wetland lands designated as OS-5.

The development area within Planning Area -3 is designated as C/PUD-2 on the PUD Zoning Plan and is approximately 1.4 acres in size. The land use proposed for C/PUD-2 will be focused on environmental stewardship, preserving sensitive areas and is intended to host a nature/education facility that may include environmental education programming activities and environmental interpretation exhibits. This land use provides a significant opportunity for tourism development, community engagement and education. Examples of educational programs that could be offered include:

Curriculum aligned Field Science programs for students at Brush Creek Elementary, Eagle Valley Elementary and Middle Schools and other adjacent schools. These full day science programs take place out of doors, in a hands-on manner and align with standards and units of study taught in the classroom. Topics at this location could include: aquatic biology, animal habitats, riparian health and water quality, etc.

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Naturalist led interpretive hikes. Naturalists help connect visitors to important natural, cultural and historical resources by forging emotional and intellectual connections between the interest of the audience and the meanings inherent in the resource. Naturalists could be paid interns or volunteer docents from the community. Volunteers with proper training can be highly capable docents.

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Self-Guided interpretive trail. This location lends itself well to a path or board walk with signage or other interpretive elements. These trails can be used at any

time by locals or visitors and allow for individual or group exploration at any time.

C/PUD-2 would be allowed to include a nature/education center building and associated residences. Six dwelling units have been assigned to this area and if used would be deed restricted to workforce housing for the entity operating the environmental education programs.

Approximately 91% of Planning Area 3 is designated as OS-5 and will be maintained as a preservation and conservation area. Allowable uses include soft surface trails, interpretive signage and shade shelters. A pedestrian bridge across the river would be allowed to provide access to the lands on the south side of the river. The land use plan is consistent with the Conservation Oriented Development and Cluster Residential land use concepts expressed in the EACP and the River Corridor Plan and is a significant public benefit. This area designated as OS-5 is called out in the Eagle River Corridor Plan as Open Space Area #6.

The pedestrian trail would continue from Planning Area 2 into Planning Area 3. The trail is shown on the upland portion of Planning Area 3 due to the high environmental sensitivity and extensive wetlands located along the river.

The existing town PUD designations do not work well with this concept of land use; however, the PUD process is intended to allow for this type of creativity and flexibility and the PUD Zoning Plan and PUD Guide have been drafted accordingly.

Planning Area 3 has been assigned a Commercial PUD designation because the existing Town of Eagle Land Use regulations do not include a PUD designation that encompasses the proposed educational/conservation/open space uses. The use of this commercial designation is somewhat forced by the strict application of the land use regulations and may be misleading to the intent of this area.

The PUD Guide list of uses for C/PUD-2 and OS-5 have been tailored to meet the goals of the River Corridor Plan and to allow for an educational/environmental program. These uses are not typical land uses listed as uses in the C/PUD of the Town of Eagle Land Use Regulations. Almost all the allowable uses under the Town of Eagle C/PUD designation are restricted from this planning area as they would certainly not be appropriate in this location. The amount of commercial floor area that would be allowed under the Town of Eagle C/PUD land use regulations would not be appropriate in this location. Floor area will be restricted as listed in the PUD Guide.

Planning Area 3 would not have direct access from Highway 6. Access will come from a shared access point with Planning Area 4 and Planning Area 5B and will be located further to the east. C/PUD-2 would include a parking area that will accommodate the proposed uses.

Development of buildings within C/PUD-2 is required to be served by municipal water and wastewater service.

See PUD Zoning Plan Planning Area 3.

3.6 Planning Area 4 – Residential PUD.

Planning Area 4 is a 13.7 acre reclaimed gravel mine area that sits 40 feet below Highway 6 and is proposed for residential homes at a maximum density of 35 dwelling units.

Planning Area 4 includes two land use designations: the residential development area designated as R/PUD-2 and the open space river corridor designated as OS-6. Approximately 34% of the Planning Area is designated as open space.

The overall density proposed for R/PUD -2 is approximately 3.8 homes per acre. The development plan for R/PUD-2 will be designed to Conservation Oriented Development and Residential Cluster design principles as articulated in the Eagle Area Community Plan and the Town of Eagle River Corridor Plan. Approximately 45% of R/PUD-2 shall be designed as buffer areas, formal or informal open space. At a maximum of 35 units the maximum park dedication for this area would be 1.47 acres. The PUD Development Plan will designate the appropriate amount of area and location for a neighborhood park.

The soft surface discovery trail will extend from Planning Area 3 and will follow the river corridor east through Planning Area 4 and connect to the Eagle River Park on Planning Area 5B.

All the proposed uses listed in the PUD Guide for R/PUD-2 are allowed under the R/PUD uses listed in the Town of Eagle Land Use Regulations.

R/PUD-2 will be required to be served by the Town of Eagle municipal water and wastewater system. The timing of development of R/PUD-2 will be dependent on the availability of municipal water and sewer. It is anticipated that this may be the last planning area to be developed within the PUD.

A campground is an allowed use within this area and there is a possibility a campground use may be established. If a camping facility is developed such facility may be served by an on-site wastewater treatment system and a common water well may be permitted

OS-6 is the river corridor from the centerline of the river to the 50-foot setback from the average high water mark and is approximately 4.6 acres in size. OS-6 may include the soft surface discovery trail and limited soft surface access points to the river. Use are limited to preserve the riparian corridor. OS-6 includes the existing public fishing easement that extends from the river to the high-water mark. Access to the public fishing easement will be provided from the proposed public park adjacent to OS-6.

Planning Area 4 will be accessed from Highway 6 via a privately maintained road. This access point will be shared with Planning Areas 3 and 5B.

See PUD Zoning Plan Planning Area 4.

3.7 Planning Area 5B, Eagle River Park – Public PUD.

Planning Area 5B is a relatively flat pasture of 3 acres and will be dedicated to the Town of Eagle as a public riverfront park. The River Corridor Plan identifies this area as Open Space Area # 7 and calls for vehicular access, a public boat ramp and active daytime recreation uses. There is a historic cabin on the site. This public park with river access and a potential boat ramp will add significant tourism benefit to the Town of Eagle. A boat ramp in this location and the existing boat ramp in town creates the potential for “day” or “town” run that could create significant active recreation on this stretch of the river.

The soft surface discovery trail will connect all the way from Planning Area 1 to this public park. There is opportunity for a pedestrian connection to the existing, newly constructed ECO-Trail north of Highway 6. This creates a loop trail system that would also activate recreation in this area and provide another activity for destination guests.

The dedication of this land to the Town of Eagle is a significant public benefit that would not be possible if the entire Red Mountain Ranch PUD was not being master planned and zoned in this comprehensive manner.

The intent of the phasing plan is to dedicate Planning Area 5B at the time of Development Permit approval for Planning Area 5 and 6.

Planning Area 5B will include public access to at least three parking spaces that will provide access to the Colorado Parks and Wildlife fishing easement that is in place along this stretch of river front. The relocation of these parking spaces off the shoulder of Highway 6 is a significant safety improvement and a public benefit associated with this area. Planning Area 5B will share a Highway 6 access point with Planning Areas 3 and 4.

See PUD Zoning Plan Planning Area 5B, Eagle River Park.

3.8 Planning Area 5 – Residential PUD.

Planning Area 5 consists of 14.5 acres and consists of three land use designation areas. Approximately 57% of the Planning Area is designated as open space.

R/PUD-3 is proposed for clustered low density residential home sites with common open space and with a common park/open space area.

The proposed maximum density of 15 units equates to an average of 1.03 units per acre. This is similar to existing land uses further to the east and consistent with the Conservation

Oriented Development and Cluster Residential land use concepts expressed in the EACP and the River Corridor Plan.

Planning Area 5 has been designed to meet the principles of Conservation Oriented Development and Cluster Residential design by creating OS-7 and OS-8 and tightly defining the size, shape and scale of the development area designated as R/PUD-3. The 15 dwelling units will be clustered into the 6.2 acres designated as R/PUD-3.

The Town of Eagle R/PUD list of allowable uses will be restricted to single family and duplex.

Planning Area 5 will be accessed from Highway 6 via a privately maintained road.

The R/PUD- 3 lands may be developed under on-site wastewater treatment systems (“OWTS”) and an on-site potable water well(s). When municipal water and wastewater service are brought to within 400 feet of the site then all residential development within R/PUD-3 will be required to connect to such system. Should R/PUD-3 develop prior to extension of such service the maximum density will be based on the proposed OWTS capacity.

OS-7 represents the open space riparian corridor along the river and extends 50 feet in width from the average high water mark. OS-7 is approximately 5.5 acres in size. Uses in OS-7 will be limited to soft surface trails and limited river access points. OS-7 also includes the existing public fishing access from the centerline of the river to the high-water mark.

OS-8 is an upland open space and buffer zone parcel of approximately 2.8 acres located to the east of R/PUD-3. The intent of this area is foster the principles of Cluster Residential and Conservation Oriented Development by creating an open space buffer between developed areas and to provide an open corridor from the highway to the river. OS-8 may include natural or improved landscape and may be traversed by a shared roadway with Planning Area 6.

See PUD Zoning Plan Planning Area 5.

3.9 Planning Area 6 - Residential PUD

Planning Area 6 includes approximately 20 acres and includes two land use designations, R/PUD-4 and OS-9. Approximately 26% of the Planning Area is designated as open space.

R/PUD-4 is proposed for low density single family and duplex homes at a maximum density of 25 homes. This equates to a density of 1 unit per 0.8 acres. This is similar to existing land uses further to the east and is consistent with the Conservation Oriented Development and Cluster Residential land use concepts expressed in the EACP and the River Corridor Plan. Approximately 45% of the land area within R/PUD-4 shall be

designed as buffer areas, formal or informal open space. The PUD Development Plan will designate the appropriate amount of area and location for a neighborhood park.

R/PUD-4 will be accessed from Highway 6 via a privately maintained road that will include public access to three parking spaces that will provide access to the Colorado Parks and Wildlife fishing easement that is in place along this stretch of river front. The relocation of these parking spaces off the shoulder of Highway 6 is a significant safety improvement and a public benefit associated with this area.

The internal road system in Planning Area 5 may also connect to Planning Area 6 to provide highway access.

The Town of Eagle R/PUD list of allowable uses will be restricted to single family and duplex.

The R/PUD- 4 lands may be developed under on-site wastewater treatment systems (“OWTS”) and an on-site potable water well(s). When municipal water and wastewater service are brought to within 400 feet of the site then all residential development within R/PUD-3 will be required to connect to such system. Should R/PUD-3 develop prior to extension of such service the maximum density will be based on the proposed OWTS capacity.

OS-9 represents the open space riparian corridor along the river and extends 50 feet in width from the average high water mark. Uses in OS-9 will be limited to soft surface trails and limited river access points. OS-9 also includes the existing public fishing access from the centerline of the river to the high-water mark.

See PUD Zoning Plan Planning Area 6.

3.10 Planning Area 7 - Residential PUD

Planning Area 7 includes approximately 24.5 acres and includes two land use designations, R/PUD-5 and OS-10. Approximately 36% of the Planning Area is designated as open space.

R/PUD-5 is proposed for low density single family homes at a maximum density of 9 homes. This equates to a very low average density of 0.36 units per acre (2.7 acres per unit) and is consistent with the Conservation Oriented Development and Cluster Residential land use concepts expressed in the EACP and the River Corridor Plan.

Approximately 50% of the land area within R/PUD-5 shall be designed as buffer areas, formal or informal open space. Two open corridors from the highway to the river should be included in the buffer zone design. There is existing topography that lends itself to establishment of these open space corridors. The PUD Development Plan will designate the appropriate amount of area and location for a neighborhood park.

R/PUD-5 will be accessed from Highway 6 via a privately maintained road that will include public access to a public parking area of two to three parking spaces that will provide access to the Colorado Parks and Wildlife fishing easement that is in place along this stretch of river front. The relocation of these parking spaces off the shoulder of Highway 6 is a significant safety improvement and a public benefit associated with this area.

The Town of Eagle R/PUD list of allowable uses will be restricted to single family.

The R/PUD- 5 lands may be developed under on-site wastewater treatment systems (“OWTS”) and an on-site potable water well(s). When municipal water and wastewater service are brought to within 400 feet of the site then all residential development within R/PUD-3 will be required to connect to such system. Should R/PUD-3 develop prior to extension of such service the maximum density will be based on the proposed OWTS capacity.

OS-9 represents the open space riparian corridor along the river and extends 50 feet in width from the average high water mark. Uses in OS-9 will be limited to soft surface trails and limited river access points. OS-9 also includes the existing public fishing access from the centerline of the river to the high-water mark.

See PUD Zoning Plan Planning Area 7.

**PUD Zoning Plan Map has been removed as it is provided elsewhere
in the staff report packet**

Red Mountain Ranch PUD Zoning Plan Planning Area Summary Chart							Date: 1/21/19
	<i>PUD Designation</i>	<i>Planning Area Acres</i>	<i>% of Total Site</i>	<i>Maximum Density</i>	<i>DU's per Acre</i>	<i>Development Area and % of Planning Area</i>	<i>Open Space Area and % of Planning Area</i>
<i>Planning Area 1</i>	R/PUD	34.6 acres	26.5 % of Total Site	97	2.8	12.3 acres 35%	22.3 acres 65%
<i>Planning Area 2</i>	C/PUD	5.0 acres	3.8% of Total Site	10 du's 10,000 sf Commercial	2 0.045 far	2.9 acres 58%	2.1 acres 42%
<i>Planning Area 3</i>	C/PUD	15 acres	11.5% of Total Site	6 du's 10,000 sf Commercial	0.4 0.015 far	1.4 acres 9%	13.6 acres 91%
<i>Planning Area 4</i>	R/PUD	13.7 acres	10.5% of Total Site	35 du's	2.5	9.1 acres 66%	4.6 acres 34%
<i>Planning Area 5B</i>	P/PUD	3.0 acres	2% of Total Site	0	0	0	3 acres 100%
<i>Planning Area 5</i>	R/PUD	14.5 acres	11.2% of Total Site	15 du's	1.05	6.2 acres 43%	8.3 acres 57%
<i>Planning Area 6</i>	R/PUD	20 acres	15% of Total Site	25 du's	1.25	14.8 acres 74%	5.2 acres 26%
<i>Planning Area 7</i>	R/PUD	24.5 acres	18% of Total Site	9 du's	0.36	15.8 acres 64%	8.7 acres 36%

3.11 Roads and Circulation/Traffic

The Red Mountain Ranch PUD is a long linear property located along the south side of Highway 6 and bordering the Eagle River. The only access point from the public road system is via US Highway 6. There are currently eleven access drives from Highway 6 onto the Red Mountain Ranch lands. The proposed access plan consolidates these into five access locations. All internal circulation will be designed as private streets or parking lots. Other than the Eagle River Park, which will be owned by the Town of Eagle, there are no anticipated public roads and no anticipated Town of Eagle requirements for street or parking area maintenance. There will be public access to the town park at the west end of Planning Area 1 and there will be public access to designated parking areas to allow access to the public fishing easement.

The design of the internal road systems will occur at the Development Permit stage for each Planning Area.

Red Mountain Ranch is currently working with CDOT on an access management plan that will provide direction to the number and location of the proposed access points. As a referral agency to the Town of Eagle the applicant will continue to work with CDOT to finalize the access management plan.

An initial trip generation analysis for Planning Areas 1 and 2 (The Farm) has been completed by LSC Transportation Consultants, Inc. and is included in the appendix of this report. The plan for this first phase of Red Mountain Ranch includes one access point from Highway 6. Planning Area 2 will connect internally to Planning Area 1 and share the access point.

The trip generation analysis indicates that right turn deceleration improvements will be required for Planning Areas 1 and 2.

The PUD Zoning plan anticipates that the final access management plan will direct Planning Areas 3, 4 and 5B to share a single access point and Planning Areas 5, 6 and 7 will each have a point of access from Highway 6.

As each individual planning area progresses through the PUD Development Permit application under the final access management plan, a detailed traffic analysis and engineered design plans will be required as a part of the review process. No new access points or change in access use will be allowed until a CDOT Access Permit has been issued.

3.12 Trail Standards

The plan contemplates several different types of trail systems. The PUD Zoning Plan indicates the general location of the proposed Discovery Trail. The discovery trail is intended as a soft surface trail that will extend from the public park at the very western portion of the site all the way to Planning Area 5B, the town park and boat ramp. Much of

this trail is along the riverfront. This trail is intended as a low impact soft surface trail of four feet in width and should be constructed of crusher fines or similar organic material. This trail should may be located along the river in places but should avoid lands designated as wetlands. The public easement over the trail shall be 12 feet in width.

Internal hard surface trails and sidewalks that connect formal open space areas and parks to residential areas should be paved with asphalt or concrete and should be a minimum of four feet wide.

Trails that provide a connection under Highway 6 to the ECO_Trail system should be paved with asphalt or concrete and should be a minimum of six feet wide.

3.13 Utility Services

Alpine Engineering, Inc. has completed a Utility Impact Report for the Red Mountain Ranch PUD Zoning plan. This report describes the water, sanitary sewer and shallow utility connection plans for the property.

Electric and communication utilities are available within the Highway 6 right of way along the length of Planning Areas 1 and 2 and may be extended to serve Planning Areas 3 through 7. Natural gas and internet are available in the Marmot Lane right of way and is proposed to be extended to the property.

The existing overhead electric line at the western end of Planning Area 1 will be re-routed and buried.

Town of Eagle municipal water and sanitary sewer system connections are available for Planning Areas 1 and 2 at this time.

Planning Areas 3 through 7 do not currently have municipal water and sanitary sewer service available. The existing topography in the Highway 6 corridor precludes the extension of a gravity flow sanitary sewer collection system. The extension of water and sanitary sewer into and through the Eagle River Station parcel will allow for the future extension of these services to Planning Areas 3 through 7.

This annexation and PUD Zoning Plan application proposes that Planning Area 5, 6 and 7 develop utilizing on-site wells and fire protection systems and on-site sewage disposal systems. This will allow Planning Areas 5, 6 and 7 to advance in the phasing and allow for the dedication of Planning Area 5B, the Town Park, with the PUD Development Plan approval for Planning Area 5 and 6. If and when Town water and sanitary sewer service become available to Planning Areas 5, 6 and 7 the existing homes and lots will connect.

Planning Area 5B is the Town Park and may be developed with a well and septic system or could be serviced with a vault disposal system similar to other river access points.

Planning Areas 3 and 4 will be restricted from development until water and wastewater services become available.

3.14 Phasing

The intention of phasing within the Red Mountain Ranch PUD is that Planning Area 1 and Planning Area 2 would comprise the first phase. As the largest neighborhood with the highest density it is anticipated that Planning Area 1 will take several years to build out.

After receiving PUD Development Plan approval, Planning Areas 5, 6 and 7 would be allowed to develop at any time utilizing on-site wells and on-site sewage disposal systems and could be initiated while Planning Area 1 builds out. The public dedication of Planning Area 5B, the Eagle River Park, will occur with the approval of a PUD Development Plan for Planning Area 5 and 6. The conveyance of Planning Area 3 to an environmental education entity will occur at a time to be determined by the seller and the receiving non-profit entity.

3.15 Park Land Dedication

The Town of Eagle Land Use and Development Code includes a park land dedication requirement for new development. This formula to calculate the requirement is population driven and uses different multipliers for single family/duplex homes and for multi-family homes. The final development density and unit mix type will not be known until the PUD Development Plans are detailed. A general calculation based on the maximum density of 153 units and a hypothetical unit mix of 92 multi-family homes and 61 single family homes indicates that the dedication requirement would be 5.32 acres. The PUD Zoning Plan includes a dedication of Planning Area 5B as a Town Park of 3 acres and indicates a Town Park on Planning Area 1 of 1.2 acres. There are public easements on lands that will include the Eagle River Discovery Trail of at least 2 acres. These areas alone account for 6.2 acres of public park. The plan also anticipates that additional local neighborhood park areas will be included within the various development areas as these areas are designed and developed. This calculation does not include the 15-acre environmental education center and river preservation area.

This parks, trails and open space designation greatly exceeds the Town of Eagle's park land dedication requirement and will add substantially to the tourism attraction and recreation component of the Town of Eagle. The large amount of parkland dedication is consistent with the EACP and the River Corridor Plan. The dedications of park lands will occur at the first subdivision action following Development Permit approval of the associated development parcels.

3.16 School Land Dedication

Based upon the hypothetical unit mix of 61 single family/duplex units and 92 multi-family units the school land dedication requirement would equal 1.13 acres. Owner shall pay a

payment in lieu of dedication of any land for school site purposes in accordance with **Section 4.13.065** of the Municipal Code. Town agrees that a dedication of land for school site purpose shall not be required.

3.17 Fire Protection and Emergency Services

The Red Mountain Ranch PUD lies within the boundaries of the Greater Eagle Fire Protection District (GEFPD).

The Town of Eagle Land Use and Development Code includes a Fire Protection Impact Fee. These fees are currently set at \$2,269.97 per single family residence and \$1,037.23 per multi-family residence. Based upon the proposed density of 153 units these impact fees will generate in the range of \$230,000 for the fire district. It is anticipated that the fees will be paid at the time of receipt of building permit for the PUD Development Plan on each individual planning area.

3.18 Local Employee Residency Program

The Town of Eagle Land Use and Development Code includes an adopted Local Employee Residency Program. This program requires new residential development to provide 10% of the housing that it produces as deed and price restricted housing.

At the proposed density level of 153 residential units Red Mountain Ranch will be required to provide 16 units in conformance with the town program guidelines.

Red Mountain Ranch fully intends to comply with this program, generally on a Planning Area by Planning Area basis. In accordance with the Town of Eagle Land Use Regulations the next level of the review process, the PUD Development Plan, will require each PUD Development Plan application to include a detailed plan outlining compliance with the housing program.

The applicant remains open to working with the Town of Eagle to investigate and participate in alternative options of addressing the housing demand.

3.19 Sustainable Design

Principles of sustainable design will be an integral element to the design process of each planning area of the Red Mountain Ranch PUD. Sustainable principles have been incorporated into the initial site planning and design by designating the development pods and the buffer zones. River setbacks have been increased and riparian areas and sensitive lands have been designated as open space and buffer areas. These concepts will be further detailed as the plans for each area progress to the Development Permit level of detailed design.

The PUD Zoning Plan for Planning Area 1 promotes compact walkable neighborhoods and will create significant areas of open space. The plan attempts to balance the site shape and

orientation with a strong effort to maximize the solar orientation of a large percentage of the development areas.

A non-potable landscape irrigation system will be designed to provide irrigation to all common areas and to all multiple family residences within each planning area of Red Mountain Ranch. This will eliminate the need for utilizing municipal water for irrigation and will save potable water production costs, energy expenditures, and storage requirements. The upgrades to the municipal water system may be designed without the requirement to accommodate irrigation water demand for Red Mountain Ranch. Landscape design guidelines for residential uses will include restrictions on irrigated area and requirements that will focus on drought tolerant plant materials, water efficiency and conservation.

Energy conservation starts with the solar orientation and will permeate through the architectural design of individual buildings. Design Guidelines and covenants will create the opportunity and encouragement to incorporate on-site energy production and will create requirements to utilize a certain standard of energy efficient, non-toxic, locally sourced and recycled/recyclable materials fixtures and appliances.

The intent is to create a community where sustainability and conservation are primary tenets of the design process and the lifestyle.

3.20 Architectural Character

The architecture of the Red Mountain Ranch neighborhoods will both integrate with and enhance the beauty of the Town of Eagle and the Eagle River corridor. The intended goal is to develop a highly desirable series of neighborhoods that look and feel like an organic, natural extension of the greater Eagle community. This will be assured through the development, adoption and enforcement of individual neighborhood design guidelines that:

- Ã Establish design and construction standards that both fit in the setting and ensure a consistently high level of quality across a wide array of housing types;
- Ã Respond to the unique attributes and sensitivities of the site which are reflected in the design tenets underlying the PUD Zoning Plan;
- Ã Implement a diverse but cohesive, unified and balanced architectural and landscape theme;
- Ã Control massing of buildings to be appropriate in scale and context;
- Ã Site structures in a manner which responds to existing physical site features, maximizes vistas and privacy, and conserves open spaces;
- Ã Utilize forms and materials which honor the site's cultural history and blend with surrounding neighborhoods and homes.

It is anticipated that design guidelines for each planning area will be designed and included for review and discussion during the PUD Development Plan review process for each neighborhood.

3.21 Water Rights and Irrigation

Red Mountain Ranch will be served by both potable and non-potable water systems. A connection to the Town municipal water system will be developed for residential in house use for Planning Area 1 and Planning Area 2. A non-potable system will be developed for all irrigation demand for Planning Area 1 and Planning Area 2.

The provision of municipal water service to Planning Areas 3 through 7 for in-house use will depend on the future extension of those services.

All irrigation water for Planning Areas 1 through 7 and will be supplied by a non-potable system maintained by the respective Home Owners Association.

The non-potable systems will be developed with a pump and pressure system using the Eagle River as the water source. Each individual PUD Development Plan will include a full analysis and design of the associated non-potable system.

Scott Grosscup, a water attorney with Balcomb & Green, has completed an evaluation of the existing water rights associated with the property. This analysis identifies the water rights that would be dedicated to the Town of Eagle for the in-house service to Planning Areas 1 and 2.

The Balcomb & Green evaluation is included in the appendix of this report.

3.22 Drainage

Alpine Engineering, Inc. has completed a conceptual level drainage analysis of the Red Mountain Ranch lands.

The report summarizes off-site and on-site site drainage conditions and considerations and outlines the guidelines that will be used to design sustainable and Low Impact Design (LID) drainage mitigation measures for each area that meet the intent of the River Corridor Plan.

The Alpine Engineering, Inc. report is included in the appendix of this report.

3.23 Fiscal Impacts

The economic consulting firm of Stan Bernstein & Associates, Inc. (“SBA”) has completed an analysis of the Red Mountain Ranch PUD Zoning plan that quantifies the economic and fiscal impacts of the project on the Town of Eagle.

SBA developed a specific model to project the Red Mountain Ranch incremental effect upon Town revenues and general fund expenditures. The analysis, which documents each year of a projected 15-year development build out period from 2018 through year 2032,

concludes that Red Mountain Ranch will produce a positive fiscal impact for the Town of Eagle.

The revenue associated with Red Mountain Ranch exceeds the associated Town of Eagle expenditures for every year of the analysis and the benefit over the planning period indicates cumulative revenue for the general fund of \$975,083 dollars.

The complete SBA analysis is included in the appendix of this report.

3.24 Density Transfer

A total of 153 dwelling units will be allowed on Planning Areas 1-7. A density transfer shall be allowed between all Planning Areas.

For example – if Planning Area 1 has a maximum density of 97 dwelling units and only 70 dwelling units are approved for development, 27 dwelling units may be transferred to other Planning Areas. Transfers shall not exceed the maximum allowed on any Planning Area unless approved by the Town of Eagle Town Board.

EXHIBIT J:
PUD Guide dated September
15, 2020
(ATTACHED)

**PUD GUIDE FOR
THE RED MOUNTAIN RANCH PLANNED UNIT DEVELOPMENT**

September 15, 2020

**APPROVAL OF THIS PLAN CREATES A VESTED PROPERTY RIGHTS PURSUANT
TO SECTION 24-68-103, C.R.S., AS AMENDED**

1.0 PURPOSE:

The purpose of the Red Mountain Ranch PUD Guide is to serve as the governing land use regulations which will control the development of the Red Mountain Ranch PUD. The PUD Guide will serve as the “Zone District Regulations” for the PUD and is in conformance with Section 4.11.030 of the Eagle Municipal Code (the "Town Code").

The Red Mountain Ranch PUD authorizes a total of 153 dwelling units at a maximum equivalent of 113.1 EQRs, 10,000 square feet of commercial space, an environmental education center of 10,000 square feet, public and private open space, active and passive parks and trails on 106.194 acres of land within the Town of Eagle, Eagle County, Colorado (the "Town") as described in the approved Red Mountain Ranch PUD Zoning Plan.

Development within the PUD is administered by the Town through the provisions of this PUD Guide and through the review and approval of specific Development Plans for each Planning Area. Building construction within the PUD is governed by the applicable Town ordinances, rules, regulations and codes. This PUD Guide and exhibits shall constitute a site-specific development plan and creates a vested right pursuant to Article 68 of Title 24, Colorado Revised Statutes, as amended.

The approved Red Mountain Ranch PUD Zoning Plan Sheets 1-6 dated _____, 2020 are attached to this PUD Guide as Exhibit A.

2.0 DEFINITIONS:

For the purposes of the PUD, the following terms shall have the following meanings, and any terms not defined herein shall have the meaning set forth in the Town Code.

A. Active Recreation

Common areas within the PUD which include useable open space; improved common recreational amenity areas such as pools and fitness facilities; picnic sites; playgrounds; open turf and lawn areas that are sufficient in size to support recreational sports activities; trails and adjacent open spaces not required for direct access to dwelling units or commercial facilities, if connected to a regional system or established trail network; and similar areas as determined by the Community Development Director.

B. Boutique Hotel

Boutique Hotel means a non-residential structure with no more than 30 rooms which provides temporary overnight sleeping accommodations to guests for a fee for a total continuous duration of less than thirty (30) days. A Boutique Hotel shall not include any dwelling units.

C. Buffer Zones and Common Open Space

The term buffer zones and/or open space as used in this document is intended to describe areas within development parcels that have been designed to meet Conservation Oriented Design and Cluster Residential design concepts by creating open space and buffers within and around development areas. Buffer zone and open space lands shall be natural or formal landscape areas or parks that are held in common ownership by the master homeowner association of the greater neighborhood. Roads may traverse buffer zones and open space. Parking areas are not allowed in lands that are allocated as buffer zones and common open space. Lands under ownership of private residences or individual building homeowner associations shall not count toward buffer zone requirements.

D. Building Height

Building height shall be measured as per Town Code.

E. Campground

Campground means an establishment that provides overnight or short term sites for two or more tents or camper vehicles for recreation, education or vacation purposes. Continuous occupancy of a campground by a person for a period of in excess of two weeks shall be prohibited.

F. Community Garden

A community garden is any piece of land gardened by a group of people, utilizing either individual or shared plots on private or public land. The land may produce fruit, vegetables, and/or ornamentals.

G. Stream

Stream means a watercourse having a natural source and terminus, banks and channel, through which waters flow at least periodically. Stream includes creeks and other flowing waters that are tributary to a river. Man-made irrigation ditches are excluded from this definition.

H. Farmer's Market

A farmers' market is a physical retail marketplace intended to sell foods directly by farmers to consumers. Farmers' markets may be indoors or outdoors and typically consist of booths, tables or stands where farmers sell fruits, vegetables, meats, cheeses, flowers, plants, and/or prepared foods and beverages. Retail offerings may also include crafts and other non-perishable items.

I. Planning Areas

Areas as indicated on the approved Red Mountain Ranch PUD Zoning Plan for development, the development of which shall be regulated by this Red Mountain Ranch PUD Guide and by specific Development Plans. These Planning Areas are listed as Planning Area 1, Planning Area 2, Planning Area 3, Planning Area 4, Planning Area 5-B, Planning Area 5 and Planning Area 6.

J. Red Mountain Ranch PUD

The Red Mountain Ranch PUD is a zone district authorized by the Town of Eagle Ordinance No. ____, Series of 2020, and containing the property commonly known as Red Mountain Ranch.

K. Special Use

Special Use shall be as defined in Section 4.05 of the Town Code.

L. Wholesale Nursery

Wholesale Nursery allows for cultivation, propagation and/or storage of nursery stock, trees, shrubs, flowers, fruit or vegetables outdoors, or within a greenhouse or hoop house for the purpose of contract sales, wholesale or for off-site delivery. On-site sales shall be prohibited. The nursery shall not be open to the public.

3.0 TOWN OPEN SPACE STANDARDS AND REQUIREMENTS:

Town Code Section 4.11.030. - Standards and requirements.

A. Open Space

The PUD zoning requirement detailed in Section 4.11.030.C of the Town Code requires 20% of the gross PUD area as open space. At 106.2 acres, the Red Mountain Ranch PUD requires 21.2 acres of open space and 7.9 acres of active recreation areas. The proposed plan exceeds these minimum requirements.

Tables 1 and 2 detail the required and proposed open space areas.

Table 1. PUD Common Open Space, Usable Open Space, Active Recreation 106.2 acres total

Required 20% of total area	106.2 x 0.20	21.2	acres
Required 75% Usable (<10% Slope)	21.2 x 0.75	15.9	acres
Required Active Recreation (50% of Usable)	15.9 x 0.50	7.9	acres
Proposed Common Open Space:			acres
PA-1	65%	22.2	acres
PA-2	42%	2.6	acres
PA-3	91%	13.1	acres
PA-4	34%	4.6	acres
PA-5	57%	8.4	acres
PA-5B	100%	3.0	acres
PA-6	26%	5.2	acres
Total	56%	59.1	acres
Balance	Required 21.2	+37.9	acres
Proposed Usable Open Space:		16.04	acres
PA-1 through 6	Provided, see worksheet	16.04	acres
Total		16.04	acres
Balance	Required 15.9	+0.14	acres
*Proposed Active Recreation:		16.55	acres
* The CPW public fishing easement is 16.55 acres.		*	acres

Table 2. Municipal and Park Land Dedication

Total Project Area 106.2 acres

Total Units	153	MF units
# of people (2.5/unit)	382.5	people
Required Acres (.012)	4.59	acres
Public/Private 50%	2.29/2.29	acres

PROPOSED

Total Public Dedication		
PA-1 Town Park OS-1	1.8	acres
PA-1 South of River OS-3	15.4	acres
PA-5B Riverfront Park	3.0	acres
*Total	20.2	acres
Balance	+17.91	acres
Total Private Dedication		
PA-3 Environmental Education Facility OS-5	14.5	acres
Balance	+12.21	acres
Total Provided	34.7	acres
Total Balance	+30.11	acres
*Of the public land dedication (2.29 acres total required), 80% must be usable (i.e. having a slope of 10% or less). Subject application proposes 2.46 acres usable where 1.8 acres is required. See worksheet.		

4.0 PUD PLANNING AREAS:

4.1. PLANNING AREA 1:

A. R/PUD-1

1. Purpose:

To provide sites for a variety of residential land uses including single family, two-family dwelling, townhomes, condominiums and apartments at a maximum density of 97 dwelling units.

The design of residential neighborhoods in this district is intended to allow for flexibility, innovation and site sensitive planning that is responsive to both the design character and the functional requirements of the community. In general, residential density should be higher at the west end of the property and transition to lower density to the east.

The Discovery Trail will traverse R/PUD-1. A public trail easement of 12 feet in width shall be created for the Discovery Trail.

Site planning should follow the principles of Conservation Oriented Development and Cluster Residential design as articulated in the Eagle Area Community Plan and in the Town of Eagle River Corridor Plan. The design should provide for clustered areas of development areas and integrate buffer zones and formal or informal open space areas within the plan. Within the area of 12.5 acres designated as R/PUD-1 there should 4 acres designed as parks, open space or buffer zones for a ratio of 68% development area to 32% of buffer zone and common open space.

2. Uses by Right:

- a. Single family homes.
- b. Two-family dwelling.
- c. Multiple family residential, including condominiums, townhomes, flats or apartments, and single family or two-family dwelling cluster units on specifically designated lots.
- d. Accessory dwelling unit to owner-occupied single family dwelling.
- e. A Homeowner Association owned enclosed storage building.
- f. Home occupation.

3. Special Uses:

- a. Child care facilities.

4. Accessory uses:

- a. Parks, playground, pools, greenbelt.
- b. Model homes and sales office.
- c. Pedestrian and bicycle trails.
- d. Detached garages.

5. Minimum Building Setback Requirements:
 - a. Highway 6: All habitable buildings shall maintain a 50-foot setback from the Highway 6 right-of-way line. Non-habitable buildings including garages, and surface parking areas shall maintain a 25-foot setback from the Highway 6 right-of-way line.
Internal roads, driveways, signs, landscaping, grading, berms and utility structures shall be allowed within the Highway 6 setback.
 - b. Front: The front building setback shall be 10 feet from the front property line.
 - c. Side: The side setback for single family homes and two-family dwelling buildings shall be 7.5 feet. The side setback for multi-family buildings shall be 7.5 feet.
 - d. Rear: The rear yard setback shall be 10 feet.
 - e. Stream: 75 feet as defined in this PUD Guide.
 - f. Supplementary setback requirements:
Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback.
6. Maximum Building Height:
35 feet for single family and two-family dwelling buildings. 40 feet for multi-family residential buildings.
7. Maximum Lot Coverage: To encourage clustering, small lots and the provision of common open space while integrating Conservation Oriented Design and Residential Cluster Design techniques there are no maximum lot coverage restrictions.
8. Maximum Density:
The maximum density shall not exceed 97 dwelling units.

B. OS-1

1. Purpose:
To provide a site for a small public riverfront park with publicly accessible soft surface footpaths extending east along the river. Fishing shall be allowed by fly fishing and catch and release only, no commercial guided fishing shall be allowed. The Discovery Trail will traverse OS-1.
2. Uses by Right:
 - a. Park, playground, picnic shelters, trails, restrooms and associated parking.
 - b. Accessory uses customarily appurtenant to uses by right listed above.
3. Special Uses:
 - a. Special Events.
4. Minimum Building Setback Requirements:

- a. Front: Highway 6 shall be considered the front setback. Buildings such as picnic shelters and restrooms, shall maintain a 25-foot setback from the Highway 6 right-of-way line. Internal roads, parking, driveways, signs, landscaping, grading, berms and utility structures shall be allowed within the front setback.
 - b. Side: The side setback for picnic shelters and buildings shall be 7.5 feet.
 - c. Rear: 10 feet.
 - d. Stream: 75 feet as defined in this PUD Guide.
 - e. Supplementary setback requirements:
Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback except the stream setback.
- 5. Maximum Building Height: 15 feet
 - 6. Maximum Lot Coverage: There are no maximum lot coverage restrictions.
 - 7. Maximum Density:
There is no allowed density.

C. OS-2

- 1. Purpose:
The purpose of OS-2 is to describe specific uses for the river corridor and the adjacent 50-foot land from the average high water mark. The Discovery Trail will traverse OS-2. A public trail easement of 12 feet in width shall be created for the soft surface trail. The exact trail location will be determined at Development Permit approval for R/PUD-1 and the easement shall be dedicated at the first post development subdivision plat filed for Planning Area 1. Fishing shall be allowed by fly fishing and catch and release only, no commercial guided fishing shall be allowed. There are no buildings or formal improvements allowed other than those specifically listed below.
- 2. Uses by Right:
 - a. Soft surface trails with limited river access points
 - b. Natural vegetation management and removal of non-native species to maintain the health of the native ecosystem.
 - c. Planting of native vegetation to improve or protect the native ecosystem.
- 3. Special Uses:
 - a. None

D. OS-3

- 1. Purpose:
The purpose of OS-3 is to provide public open space for the land within Planning Area 1 that is south of the river.

Fishing shall be allowed by fly fishing and catch and release only, no commercial guided fishing shall be allowed. There shall be no overnight camping allowed on OS-3. There are no buildings or formal improvements allowed other than those specifically listed below.

2. Uses by Right:
 - a. Soft surface trails with limited river access points
 - b. Natural vegetation management and removal of non-native species to maintain the health of the native ecosystem.
 - c. Planting of native vegetation to improve or protect the native ecosystem.
3. Special Uses:
 - a. None

4.2 Planning Area 2: C/PUD

A. C/PUD-1

1. Purpose:

To provide a land for a neighborhood center area allowing for small scale residential and commercial uses with a focus on walkability from existing and future residential density and proximate public and educational uses. This area has the potential to include a river view restaurant that would serve the greater Eagle community as a unique tourism asset and community gathering spot. The Discovery Trail will traverse C/PUD-1. A public trail easement of 12 feet in width shall be created for the Discovery Trail.
2. Uses by Right:
 - a. Single family, two-family dwelling and/or multi-family residences.
 - b. Accessory dwelling unit to owner-occupied single family dwelling.
 - c. Boutique Hotel.
 - d. Bed & Breakfast.
 - e. Restaurant.
 - f. Retail.
 - g. Farmer's Market
 - h. Community garden.
 - i. Greenhouse.
 - j. Existing or restored historic buildings.
 - k. Home occupation.
3. Special Uses:
 - a. Child care facilities.
4. Accessory Uses:
 - a. Parks, playground, pools, greenbelt.
 - b. Pedestrian and bicycle trails.
 - c. Detached garages

5. Maximum Density:
Up to 10 residential units and 10,000 square feet of commercial use.
6. Minimum Building Setback Requirement:
 - a. Highway 6: All habitable buildings shall maintain a 50-foot setback from the Highway 6 right-of-way line. Non-habitable buildings including garages, and surface parking areas shall maintain a 25-foot setback from the Highway 6 right-of-way line.
Internal roads, driveways, signs, landscaping, grading, berms and utility structures shall be allowed within the Highway 6 setback.
 - b. Front: The front building setback shall be 10 feet from the front property line.
 - c. Side: The side setback for single family homes and two-family dwelling buildings shall be 7.5 feet. The side setback for multi-family buildings shall be 7.5 feet. The side setback for commercial buildings shall be 12.5 feet.
 - d. Rear: The rear yard setback shall be 20 feet.
 - e. Stream: 75 feet as defined in this PUD Guide.
 - f. Supplementary setback requirements:
Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback except the stream setback.
7. Maximum Building Height:
35 feet for single family and two-family dwelling buildings. 40 feet for multi-family residential, mixed use and commercial buildings.
8. Maximum Site Coverage:
As this standard is applied to C/PUD-1 site coverage shall be measured against the entire parcel of 2.9 acres. This standard will not apply to internal lots created to define building or lot ownership.
 - a. Building: 20%
 - b. All impervious: 40%

B. OS-4

1. Purpose:
The purpose of OS-4 is to describe specific uses for the river corridor and the adjacent 50-foot land from the average high water mark as well as for the upland area extending north to Highway 6.

The Discovery Trail will traverse OS-4. A public trail easement of 12 feet in width shall be created for the soft surface trail along Highway 6. The exact location of the trail will be determined at Development Permit approval for C/PUD-1 and the easement shall be included with the first post-development permit subdivision plat filed within Planning Area 2. All trails will constructed by the developer. Fishing shall be allowed by fly fishing and catch and release only, no commercial guided fishing shall be allowed. There

are no buildings or formal improvements allowed other than those specifically listed below.

2. Uses by Right:
 - a. Soft surface trails with limited river access points
 - b. Natural vegetation management and removal of non-native species to maintain the health of the native ecosystem.
 - c. Planting of native vegetation to improve or protect the native ecosystem.
 - d. Existing historic buildings may be maintained and restored in place.
3. Special Uses:
 - a. None

4.3. Planning Area 3 Nature Center: C/PUD

A. C/PUD-2

1. Purpose:

To provide a land area for an environmental education facility, employee housing and open space. C/PUD-2 shall be donated or conveyed to a non-profit entity that will operate an environmental education center. The Discovery Trail will traverse C/PUD-2. A public trail easement of 12 feet in width shall be created for the Discovery Trail.
2. Uses by Right:
 - a. Buildings for non-profit programming, environmental education and programming.
 - b. Multi-family residential that is subordinate to the environmental education center. Prohibited as a primary use.
 - c. Outdoor recreation facilities.
 - d. Open sided shade shelters.
 - e. Existing, restored or relocated historic buildings.
 - f. Landscape improvements, soft surface trails and interpretive signs.
 - g. Pedestrian bridge over the Eagle River.
3. Special Uses:
 - a. None
4. Minimum Building Setback Requirement:
 - a. Highway 6: All buildings shall maintain a 25-foot setback from the Highway 6 right of way line. Internal roads, driveways, parking, signs, landscaping, grading, berms and utility structures shall be allowed within the Highway 6 setback.
 - b. Front: 25 feet
 - c. Side: The side setback shall be 12.5 feet.
 - d. Rear: The rear yard setback shall be 20 feet.
 - e. Stream: 75 feet as defined in this PUD Guide.
 - f. Supplementary setback requirements:

Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback except the stream setback.

5. Maximum Building Height:
40 feet for commercial, educational and multi-family structures.
35 feet for single family and two-family dwelling structures.
6. Maximum Density:
A maximum of 6 dwelling units not to exceed a total of 6,000 of floor area. These units are allowed only as a support use to the primary use by right education and programming facility. The dwelling units may not be developed prior to a primary facility. These dwelling units shall not be subdivided from the primary use facility.

10,000 square feet of enclosed education and programming space.
7. Maximum Site Coverage:
The C/PUD-2 area has been tightly defined and is adjacent to a significant open space parcel in OS-5. The maximum building and lot coverage ratios have been developed in recognition of this adjacent open space.
 - a. Building: 30%
 - b. All impervious: 70%

B. OS-5

1. Purpose:
The purpose of OS-5 is to describe specific uses for open space land on both sides of the Eagle River designated as OS-5. The Discovery Trail will traverse OS-5.

This intent for this area is to provide open space in conjunction with the environmental education facility located on C/PUD-2. OS-5 shall be donated or conveyed to a non-profit entity that will operate an environmental education center. OS-5 should not be subdivided as a separate parcel from C/PUD-2. The soft surface trail traverses OS-5. The exact trail location will be determined at Development Permit approval for C/PUD-2 and a 12-foot wide easement shall be recorded upon completion of the path improvements. Fishing shall be allowed by fly fishing and catch and release only, no commercial guided fishing shall be allowed. There are no buildings or formal improvements allowed other than those specifically listed below.
2. Uses by Right:
 - a. Open sided shade shelters.
 - b. Existing, restored or relocated historic buildings.
 - c. Interpretive signs.
 - d. Pedestrian bridge over the Eagle River.
 - e. Soft surface trails and/or boardwalks with limited river access points.

- f. Natural vegetation management and removal of non-native species to maintain the health of the native ecosystem.
 - g. Planting of native vegetation to improve or protect the native ecosystem.
- 3. Special Uses:
 - a. None
- 4. Setbacks:
 - a. Highway 6: All buildings shall maintain a 25-foot setback from the Highway 6 right of way line. Internal roads, driveways, parking, trails, signs, landscaping, grading, berms and utility structures shall be allowed within the Highway 6 setback.
 - b. Front: 25 feet
 - c. Side/rear: 10 feet.
 - d. Stream: 75 feet as defined in this PUD Guide.

4.4. Planning Area 4: R/PUD

A. R/PUD-2

- 1. Purpose:
To provide sites for the balance of 153 units allowed in Planning Areas 1-6, but no more than forty-four (44) units. The Discovery Trail will traverse R/PUD-2. A public trail easement of 12 feet in width shall be created for the Discovery Trail.

Site planning should follow the principles of Conservation Oriented Development and Cluster Residential design as articulated in the Eagle Area Community Plan and in the Town of Eagle River Corridor Plan. The design should provide for clustered areas of development areas and integrate buffer zones and formal or informal open space areas within the plan. Lands adjacent to Highway 6 would be an appropriate location for buffer and open space areas. Within the area of 9.2 acres designated as R/PUD -2 there should be 4.1 acres designed as open space or buffer zones for a ratio of 55% of development area and 45 % of buffer zone and common open space. Internal roadways serving Planning Area 3, 4 and 5B would be allowed within the open space/buffer zones.

- 2. Uses by Right:
 - a. Single family, two-family dwelling or multi-family townhome dwelling units.
 - b. Accessory dwelling unit to owner-occupied single family dwelling.
 - c. Campground.
 - d. Home occupation.
- 3. Special Uses:
 - a. Child care facilities.
 - b. Bed and breakfast facility.
- 4. Accessory uses:

- a. Parks, playground, pools, greenbelt.
 - b. Model homes and sales office.
 - c. Pedestrian and bicycle trails.
 - d. Detached garages, sheds and other similar buildings.
5. Minimum Building Setback Requirements:
 - a. Highway 6: All habitable buildings shall maintain a 50-foot setback from the Highway 6 right of way line. Non-habitable buildings including garages, and surface parking areas shall maintain a 25-foot setback from the Highway 6 right-of-way line.
Internal roads, driveways, signs, landscaping, grading, berms and utility structures shall be allowed within the Highway 6 setback.
 - b. Front: 10 feet.
 - c. Side: The side setback shall be 7.5 feet.
 - d. Rear: The rear yard setback shall be 20 feet.
 - e. Stream: 75 feet as defined in this PUD Guide.
 - f. Supplementary setback requirements:
Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback except the stream setback.
6. Maximum Building Height:
35 feet.
7. Maximum Lot Coverage:
 - a. Building – 50%
 - b. All impervious materials - 70%
8. Maximum Density:
The maximum density shall not exceed 44 dwelling units.

B. OS-6

1. Purpose:
The purpose of OS-6 is to describe specific uses for the river corridor and the adjacent 50-foot land from the average high water mark. The Discovery Trail may traverse OS-6. A public trail easement of 12 feet in width shall be dedicated to the Town for the soft surface trail. The location of the trail will be determined at Development Permit approval for R/PUD-2 and the easement shall be included in the first post-development subdivision plat filed within Planning Area 4. OS-6 includes a Colorado Parks and Wildlife public fishing easement from 25 feet north of the average high water mark to the centerline of the river. There are no buildings or formal improvements allowed other than those specifically listed below.
2. Uses by Right:
 - a. Soft surface trails.

- b. Natural vegetation management and removal of non-native species to maintain the health of the native ecosystem.
 - c. Planting of native vegetation to improve or protect the native ecosystem.
- 3. Special Uses:
 - a. None.

4.5. Planning Area 5B: Eagle River Park: P/PUD

A. P/PUD

- 1. Purpose:
To provide a land area for a recreation/park site to be dedicated to the Town. This park will provide parking and access to the existing Colorado Parks and Wildlife public fishing easement. The Discovery Trail will traverse P/PUD.
- 2. Uses by Right:
 - a. Outdoor recreation facilities.
 - b. Park and picnic facilities including open sided shade shelter.
 - c. Boat ramp.
 - d. Public restrooms.
 - e. Parks, playground, greenbelt.
 - f. Existing, restored or relocated historic buildings.
 - g. Day use parking.
- 3. Minimum Building Setback Requirement:
There shall be a 25-foot side and front setback and a 75-foot stream setback as defined in this PUD Guide. A boat ramp and associated improvements and a soft surface trail may be located within the Eagle River setback.
- 4. Maximum Building Height:
20 Feet.
- 5. Density Allowance:
N/A
- 6. Maximum Site Coverage:
N/A

4.6. Planning Area 5: R/PUD

A. R/PUD-3

- 1. Purpose:
To provide sites for no more than fifteen (15) single family or two-family dwelling units.
- Planning Area 5 has been designed to meet the principles of Conservation Oriented Development and Cluster Residential design by creating OS-7 and OS-8 and tightly

defining the size, shape and scale of the development area designated as R/PUD-3. The 15 dwelling units will be clustered into the 6.2 acres designated as R/PUD-3.

Access to R/PUD-3 will be directly from Highway 6.

2. Uses by Right:
 - a. Single family and two-family dwelling units.
 - b. Accessory dwelling unit to owner-occupied single family dwelling.
 - c. Home occupation.
3. Special Uses:
 - a. Child care facilities.
 - b. Bed and breakfast.
4. Accessory uses:
 - a. Parks, playground, pools, greenbelt.
 - b. Model homes and sales office.
 - c. Pedestrian and bicycle trails.
 - d. Detached garages, sheds, non-commercial greenhouses and other structures.
5. Minimum Building Setback Requirements:
 - a. Highway 6: All habitable buildings shall maintain a 50-foot setback from the Highway 6 right of way line. Non-habitable buildings including garages, and surface parking areas shall maintain a 25-foot setback from the Highway 6 right-of-way line.

Internal roads, driveways, signs, landscaping, grading, berms and utility structures shall be allowed within the front setback.

- b. Front: 10 feet
 - c. Side: The side setback for single family homes and two-family dwelling buildings shall be 7.5 feet.
 - d. Rear: The rear yard setback shall be 20 feet.
 - e. Stream: 75 feet.
 - f. Supplementary setback requirements:
Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback except the stream setback.
6. Maximum Building Height:
35 feet.
7. Maximum Lot Coverage:
 - a. Building - 50%
 - b. All impervious materials - 70%
8. Maximum Density:
The maximum density shall not exceed 15 dwelling units.

B. OS-7

1. Purpose:
The purpose of OS-7 is to describe specific uses for the river corridor and the adjacent 50-foot land from the average high water mark. OS-7 includes a CPW public fishing easement. There are no buildings or formal improvements allowed other than those specifically listed below.
2. Uses by Right:
 - a. Soft surface trails.
 - b. Natural vegetation management and removal of non-native species to maintain the health of the native ecosystem.
 - c. Planting of native vegetation to improve or protect the native ecosystem.
3. Special Uses:
 - a. None.

C. OS-8

1. Purpose:
The purpose of OS-8 is to describe specific uses for an open space buffer area. There are no buildings or formal improvements allowed other than those specifically listed below. An access road from R/PUD-3 may traverse through OS-8 to provide connection to R/PUD-4.
2. Uses by Right:
 - a. Formal landscape areas.
 - b. Parks, playgrounds, trails.
 - c. Natural vegetation and landscaping.
 - d. Open sided shade shelters and picnic areas.
 - e. Roads and driveways.
3. Special Uses:
 - a. None

4.7. Planning Area 6: R/PUD

A. R/PUD-4

1. Purpose:
To provide sites for no more than twenty-five (25) single family or two-family dwelling units.

Site planning should follow the principles of Conservation Oriented Development and Cluster Residential design as articulated in the Eagle Area Community Plan and in the Town of Eagle River Corridor Plan. The design should provide for clustered areas of

development areas and integrate buffer zones and formal or informal open space areas within the plan. Within the area of 14.9 acres designated as R/PUD -4 there should be 6.7 acres designed as open space or buffer zones for a ratio of 55% of development area and 45 % of buffer zone and common open space. Buffer and open space zones may include internal roads.

R/PUD-4 will have direct Highway 6 access.

2. Uses by Right:
 - a. Single family or two-family dwelling units.
 - b. Accessory dwelling unit to owner-occupied single family dwelling.
 - c. Home occupation.
3. Special Uses:
 - a. Child care facilities.
 - b. Bed and breakfast facility.
4. Accessory uses:
 - a. Parks, playground, pools, greenbelt.
 - b. Model homes and sales office.
 - c. Pedestrian and bicycle trails.
 - d. Day care of less than 8 children
 - e. Detached garages, sheds, greenhouses and other structures.
5. Minimum Building Setback Requirements:
 - a. Highway 6: All buildings shall maintain a 50-foot setback from the Highway 6 right of way line.
Internal roads, driveways, signs, landscaping, grading, berms and utility structures shall be allowed within the front setback.
 - b. Front: 10 feet
 - c. Side: The side setback for single family homes and two-family dwelling buildings shall be 7.5 feet. The side setback for multi-family buildings shall be 7.5 feet.
 - d. Stream: 75 feet as defined in this PUD Guide.
 - e. Setbacks from internal property lines shall be:
Front: 25 feet from edge of private road asphalt.
Side: 12.5 feet.
Rear: 20 feet.
 - f. Supplementary setback requirements:
Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback except the stream setback.
6. Maximum Building Height:
35 feet.
7. Maximum Lot Coverage:

- a. Building - 30%
 - b. All impervious materials - 50%
- 8. Maximum Density:
The maximum density shall not exceed 25 dwelling units.

B. OS-9

- 1. Purpose:
The purpose of OS-9 is to describe specific uses for the river corridor and the adjacent 50-foot land from the average high water mark. OS-9 includes a CPW public fishing easement. There are no buildings or formal improvements allowed other than those specifically listed below.
- 2. Uses by Right:
 - a. Soft surface trails.
 - b. Natural vegetation management and removal of non-native species to maintain the health of the native ecosystem.
 - c. Planting of native vegetation to improve or protect the native ecosystem.
- 3. Special Uses:
 - a. None

4.8. Planning Area Summary Chart

Red Mountain Ranch PUD Zoning Plan Planning Area Summary Chart							Date: 9/5/19
	<i>PUD Designation</i>	<i>Planning Area Acres</i>	<i>% of Total Site</i>	<i>Maximum Density</i>	<i>DU's per Acre</i>	<i>Development Area and % of Planning Area</i>	<i>Open Space Area and % of Planning Area</i>
<i>Planning Area 1</i>	R/PUD	34.7 acres	32.5% of Total Site	97	2.8	12.5 acres 36%	22.2 acres 64%
<i>Planning Area 2</i>	C/PUD	5.5 acres	5.1% of Total Site	10 du's 10,000 sf Commercial	2 0.045 far	2.9 acres 53%	2.6 acres 47%
<i>Planning Area 3</i>	C/PUD	14.5 acres	13.6% of Total Site	6 du's 10,000 sf Commercial	0.4 0.015 far	1.4 acres 10%	13.1 acres 90%
<i>Planning Area 4</i>	R/PUD	13.8 acres	12.9% of Total Site	44 du's	3.2	9.2 acres 66%	4.6 acres 34%
<i>Planning Area 5B</i>	P/PUD	3.0 acres	2.8% of Total Site	0	0	0	3 acres 100%
<i>Planning Area 5</i>	R/PUD	14.6 acres	13.7% of Total Site	15 du's	1.05	6.2 acres 43%	8.4 acres 57%
<i>Planning Area 6</i>	R/PUD	20.1 acres	18.8% of Total Site	25 du's	1.25	14.9 acres 74%	5.2 acres 26%

5.0 TEMPORARY USES

Temporary uses including, but not limited to construction staging, project sales office, and pre-development temporary uses such as, but not limited to, corporate team building events, day outfitter programs, and agricultural uses may be permitted in all Planning Areas and Wholesale Nursery may be permitted in Planning Area 6, R/PUD 4 in accordance with Town Code Section 4.04.100 B. Temporary Uses.

6.0 DENSITY TRANSFER PROVISION

A total of 153 dwelling units will be allowed on Planning Areas 1-6. A density transfer shall be allowed between all Planning Areas except Planning Area 3 and 5B. However, this total of 153 dwelling units cannot exceed an allocation of 113.1 EQR, with EQRs assessed pursuant to the Code schedule of EQRs.

For example – if Planning Area 1 has a maximum density of 97 dwelling units and only 70 dwelling units are approved for development, 27 dwelling units may be transferred to other Planning Areas. Transfers shall not exceed the maximum allowed units on any Planning Area unless approved by the Town Council.

7.0 WATER AND WASTEWATER SERVICE

Development on all lands within the PUD is prohibited until connection to the Town municipal water system. The maximum number of EQR allowed within the PUD is 113.1 EQR as set forth above. Wastewater service shall be provided by a wastewater system constructed, owned, operated and maintained by Developer, a Metro District or another entity approved by the Town as set forth in the ADA.

8.0 STREET STANDARDS

All streets shall remain private. Private street standards will be detailed as part of future Development Plans and subdivision applications for each Planning Area.

9.0 TRAIL STANDARDS

Soft surface trails including the Discovery Trail shall be a maximum of 3 feet wide if located within the stream setback and shall be a minimum of 6 feet wide when located outside of the stream setback. All soft surface trails constructed of crusher fines or similar materials, as approved by the Town. Any associated public easement shall be 12 feet in width.

Hard surface common area trails shall be a minimum of 6 feet wide and constructed of a durable hard surface such as asphalt or concrete and there shall be a dedicated easement of 12 feet in width. Sidewalks connecting parking areas to residential units may be a minimum of 4 feet in width.

The Discovery Trail shall be constructed to the US Forest Service Trail Accessibility Guidelines dated 2013 as may be amended from time to time.

10.0 STREAM SETBACKS AND WATER RESOURCE PROTECTION

For the purpose of protecting water resources, including wetlands and riparian areas, the following shall be observed in all areas of the Red Mountain Ranch PUD: a 75 foot strip of land measured horizontally from the high water mark on each side of the river, or the limits of the 100 year floodplain, whichever provides the greater separation from the river, shall be protected in its natural state. No grading or removal of vegetation may occur within the stream setback. If necessary to protect the stream, wetlands, or riparian areas, additional width may be required. There shall be no projections into either the 100 year floodplain or stream setback.

A. Permissible Improvements or Activities. Certain improvements and or activities may be located within the stream setback as long as site disturbance is minimized to the greatest extent practical, including, but not limited to the following: improvements pursuant to a floodplain development permit; revegetation of previously disturbed areas, removal of existing building encroachments, footpaths not exceeding 3 feet in width following a route which minimizes disturbance and formed of generally natural, pervious materials; public multi-use paths that are part of the public trail system or that are to be dedicated as public trails through the development review process; head gates, pump houses, hydroelectric wheelhouses and piping, and ditches; flood control and bank

stabilization devices; the removal of state-listed noxious weeds; the removal of dead or dying vegetation; and the removal of vegetation for wildfire mitigation.

Underground utilities or public park improvements and/or structures may be located in such protected area provided there is no practical alternative location, that the plans are approved as a part of a Development Permit or Special Use Permit, or as part of a site specific development plan, following procedures set forth in the Town Code, and that all construction scars are revegetated with appropriate vegetation and sufficient temporary irrigation, if necessary.

B. Exceptions. The Director of Community Development or the Public Works Director may approve a reduction of the stream setback to a minimum of 50 feet or the outer edge of the 100 year floodplain, whichever provides the greater separation from the stream through a Finding of No Significant Impact ("FONSI") process.

1. Report Required. In order to be considered for an exception, the applicant must clearly demonstrate compliance with all the following criteria through the submittal of a report prepared by a resource biologist or other qualified professional. At the discretion of the Director of Community Development or the Public Works Director, the report may be referred to outside agencies for comment, including but not limited to the Eagle County Department of Environmental Health, Colorado Geological Survey, Colorado Parks and Wildlife, the Army Corps of Engineers, or any other applicable agency. The report must specifically address all of the following:
 - i. Water Quality. That the setback reduction will not degrade water quality of the stream or ground water.
 - ii. Erosion. That the setback reduction will not impact shoreline and stream banks, or cause erosion.
 - iii. Habitat. That the setback reduction will not degrade fish and wildlife habitat.
 - iv. Scenic and recreational values. That the setback reduction will not negatively impact scenic and recreational value associated with the stream.
 - v. Alternative Design. That the proposal for improvements on the site results in a design that more adequately preserves unique characteristics of the site, protects public view sheds, enhances public recreation enjoyment of the stream, or creates a design that results in greater public benefit than would be created by adhering to the 75 foot setback.
 - vi. Other circumstances. That other circumstances prevent adherence to the 75 foot setback, including but not limited to: lot depth, lot dimensions, existing development; lot topography.

C. Determination. Based upon review of the application material and the information obtained at the pre-application meeting, and applying the above criteria, the

Director may determine that a FONSI is warranted. If the Director determines that a FONSI is warranted, the Director shall approve the requested exception.

11.0 RIPARIAN AREA MANAGEMENT PLAN

A Riparian Area Management Plan (“RAMP”) shall be submitted prior to or in conjunction with the first Development Plan for a Planning Area. The RAMP shall comply with the provisions of Section 7 of the Red Mountain Ranch Annexation & Development Agreement (the “ADA”).

12.0 COLORADO PARKS AND WILDLIFE (CPW) FISHING EASEMENT

Notwithstanding any provision herein to the contrary, all uses and activities within the Colorado Parks and Wildlife easement recorded November 30, 1988 in Book 496 at Page 133 in the real property records of Eagle County (the “CPW Public Fishing Easement”) shall be subject to the limitations of the CPW Public Fishing Easement.

13.0 PARKING REQUIREMENTS

All uses within Red Mountain Ranch will be subject to the parking standards of the Town Code. Any accessory dwelling associated within a single family residence shall have one dedicated on-site parking space. A Boutique Hotel use as defined in this PUD Guide shall provide one parking space per guest room.

14.0 DESIGN REVIEW

Design guidelines shall be prepared that will establish architectural and building material standards, landscape design, urban design, site design standards and a design review process for each PUD Planning Area within Red Mountain Ranch. These guidelines shall be approved and in place for any area of the Red Mountain Ranch PUD prior to the approval of any Subdivision Final Plat for that area.

The appropriate home owners association for each Planning Area identified in this PUD Guide, with the exception of Planning Area 5B, Town Park and Planning Area 3, Nature Center, shall establish a Home Owners Association Board that shall have authority and responsibility over the design review process for the Planning Areas within such association.

All projects requiring a Town building permit shall adhere to the standards of this PUD and, where not specifically covered, the provisions of the Town Code.

Applicants for all new buildings or building modifications, residential landscaping or residential landscaping modifications, as defined in the adopted design guidelines, shall submit such proposals for review and approval by the appropriate Home Owners Association Board.

A. Architectural Design Standards:

The site design concept for Red Mountain Ranch Planning Area 1 is to create a pedestrian friendly, walkable integrated neighborhood with a variety of housing types.

The architecture of the Red Mountain Ranch community will both integrate with and enhance the beauty of the Town and the Eagle River corridor.

Design Guidelines will:

1. Establish design and construction standards that both fit in the setting and insure a consistent high level of quality across a wide array of housing types;
2. Respond to the unique attributes and sensitivities of the site which are reflected in the design tenets underlying the plan;
3. Implement a diverse but cohesive, unified and balanced architectural and landscape theme;
4. Control massing of buildings to be appropriate in scale and context;

B. Environmental Building Practices:

Each Planning Area should include guidelines that address state of the art environmental building practices.

1. Low environmental impact and energy efficiency approaches to site planning, design, landscaping and construction are highly encouraged.
2. Owners are encouraged to review LEED guidelines published by the US Green Building Council (www.usgbc.org) which encourage energy efficiency, resource efficiency and healthy indoor air quality.
3. Passive and active solar is highly encouraged. Hot water and photo voltaic solar panels are encouraged to be well planned and integrated in to the architectural design. Panels should be installed in the same plane as the roofs and close to flush with the roof. Solar panels and all associated mounting brackets and hardware shall be all black. No bright shiny metal elements are allowed.

C. Landscape Design Standards:

Landscape Design Standards will be written and adopted as an integral part of the overall design guidelines. The Landscape Design Standards will meet the requirements of Town Code Section 4.07.020. The intent of the landscape design guidelines will be provide standards for landscaping and water conservation within the PUD that enhance and maintain the character of the residential neighborhoods and public spaces of the Red Mountain Ranch PUD. This will be accomplished by:

1. Setting minimum and maximum standards for planting within residential and public spaces.
2. Promoting the conservation of water through selection of proper plant palettes and the use of efficient irrigation techniques.
3. Controlling the spread of noxious weeds and invasive plant species.

The perimeter area of the Red Mountain Ranch property has been appropriately designed to address compatibility of adjacent uses. The higher density and intensity of land uses is focused towards the existing town center and decreases to very low density residential uses as the property extends eastward. Those densities are compatible with the existing approved residential neighborhoods adjacent to the east end of Red Mountain Ranch. The riverfront area has been protected with additional enhanced setbacks and limitations on uses and vegetation management. The Highway 6 perimeter will be enhanced with landscape screening and berms where appropriate. These details will be developed as the specific PUD Development Plans are designed and reviewed.

D. Illumination Design Standards:

Illumination design standards for residential and public uses shall be included within the approved design guidelines. The Illumination Standards will meet the requirements of Town Code Section 4.07.010. The intent of these standards will be to provide compliance with adopted Town lighting requirements and appropriate dark sky practices.

E. Fencing Design Standards:

Fencing design standards shall be included within the approved design guidelines. The intent of these standards will be to provide a compatible appearance among residential properties and to regulate the structure, location, height, color and materials of fencing prior to installation. Where appropriate and as required, wildlife friendly fencing will be specified. The Fence Design Standards will meet the supplemental setback standards of Town Code Section 4.04.100 H 6.

15.0 SIGNS

Signs shall comply with the Town Code; unless a comprehensive Red Mountain Ranch Sign Program is approved by the Town.

16.0 DOGS AND PET CONTROL

Each dwelling unit will be permitted to house up to two dogs and offspring up to three months old. Residents will be prohibited from harboring dogs on their property unless they have adequate facilities (i.e., animals kept in residence, a fenced yard, an electronically fenced yard, dog run, or kennel) to contain the animals. Enclosed runs must be located immediately adjacent to the home, within the lot's building envelope if an envelope is required and shall not exceed 1,000 square feet. If facilities are inadequate to contain the dog(s), the animals will be immediately removed from the subdivision until adequate structures can be built.

At no time are dogs to be allowed to run freely, other than within designated leash free dog parks. Red Mountain Ranch shall be subject to any and all leash laws and other pet regulations as adopted by the Town.

Any additional pet restrictions adopted by Red Mountain Ranch owners through other documents such as declarations, covenants and restrictions, design guidelines or rules and regulations will be enforceable by the entity designated for such purpose and will not be enforced by the Town.

17.0 TRASH & RECYCLING RECEPTACLES

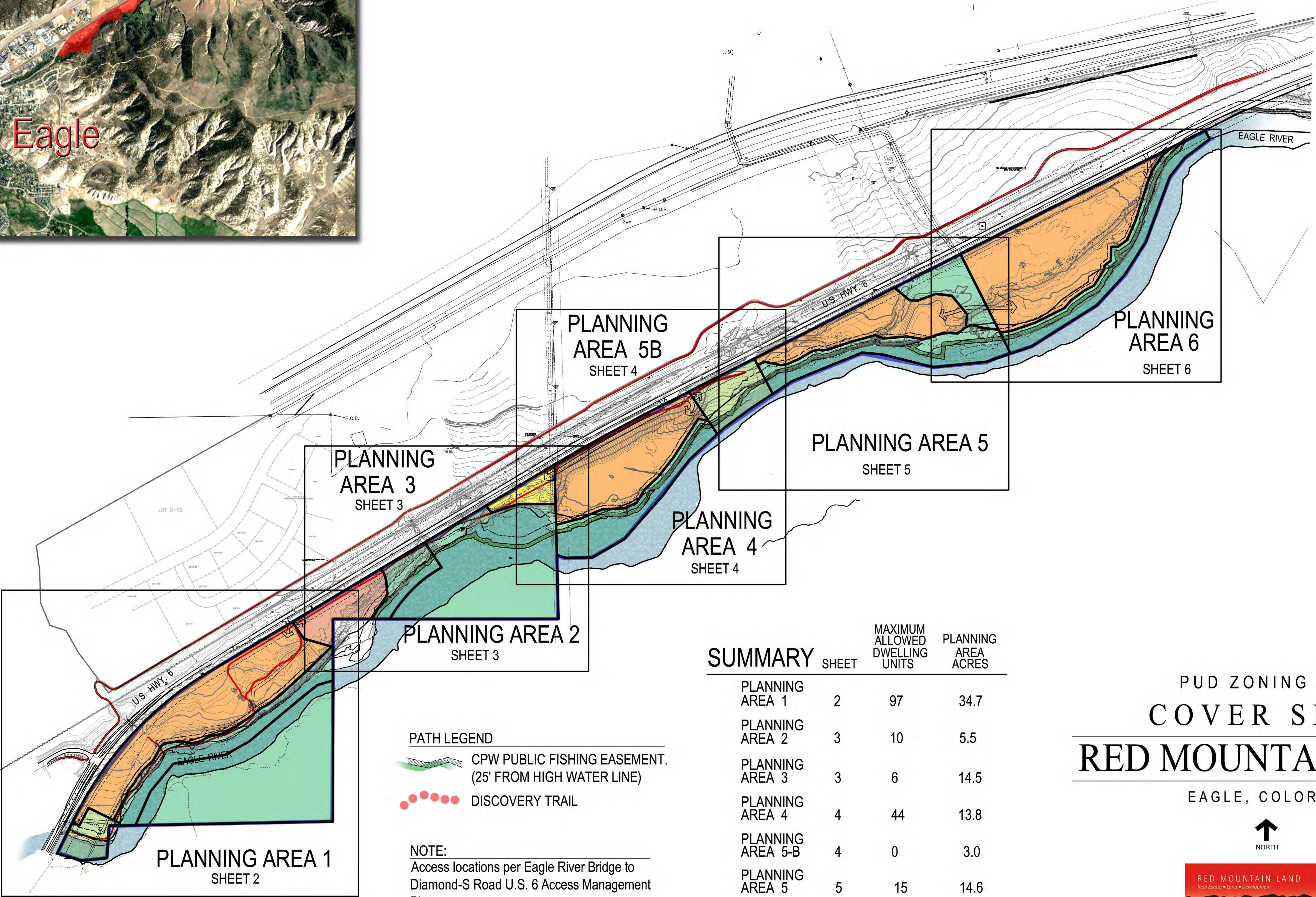
Single family, two-family dwelling residences and multi-family residences with garages within the Red Mountain Ranch PUD shall be restricted from storing or leaving trash and recycling receptacles outside overnight. Trash and recycling receptacles shall be placed outside on the day of pick-up and shall be returned to an indoor location the same day.

Multi-family buildings requiring separate exterior trash and recycling storage shall provide wildlife resistant trash and recycling enclosure structures consistent with the approved Design Guidelines.

18.0 AMENDMENTS TO THE RED MOUNTAIN RANCH PUD GUIDE

It is anticipated that modifications or amendments to this PUD Guide will be necessary from time to time. Application for amendment shall be submitted and reviewed as set forth in the Town Code.

**EXHIBIT K:
PUD Zoning Plan dated April
3, 2020
(ATTACHED)**



SUMMARY		SHEET	MAXIMUM ALLOWED DWELLING UNITS	PLANNING AREA ACRES
PLANNING AREA 1	2	97	34.7	
PLANNING AREA 2	3	10	5.5	
PLANNING AREA 3	3	6	14.5	
PLANNING AREA 4	4	44	13.8	
PLANNING AREA 5-B	4	0	3.0	
PLANNING AREA 5	5	15	14.6	
PLANNING AREA 6	6	25	20.1	
TOTALS		*	106.2	

*TOTAL D.U. NOT TO EXCEED 153

PUD ZONING PLAN
COVER SHEET
RED MOUNTAIN RANCH

EAGLE, COLORADO



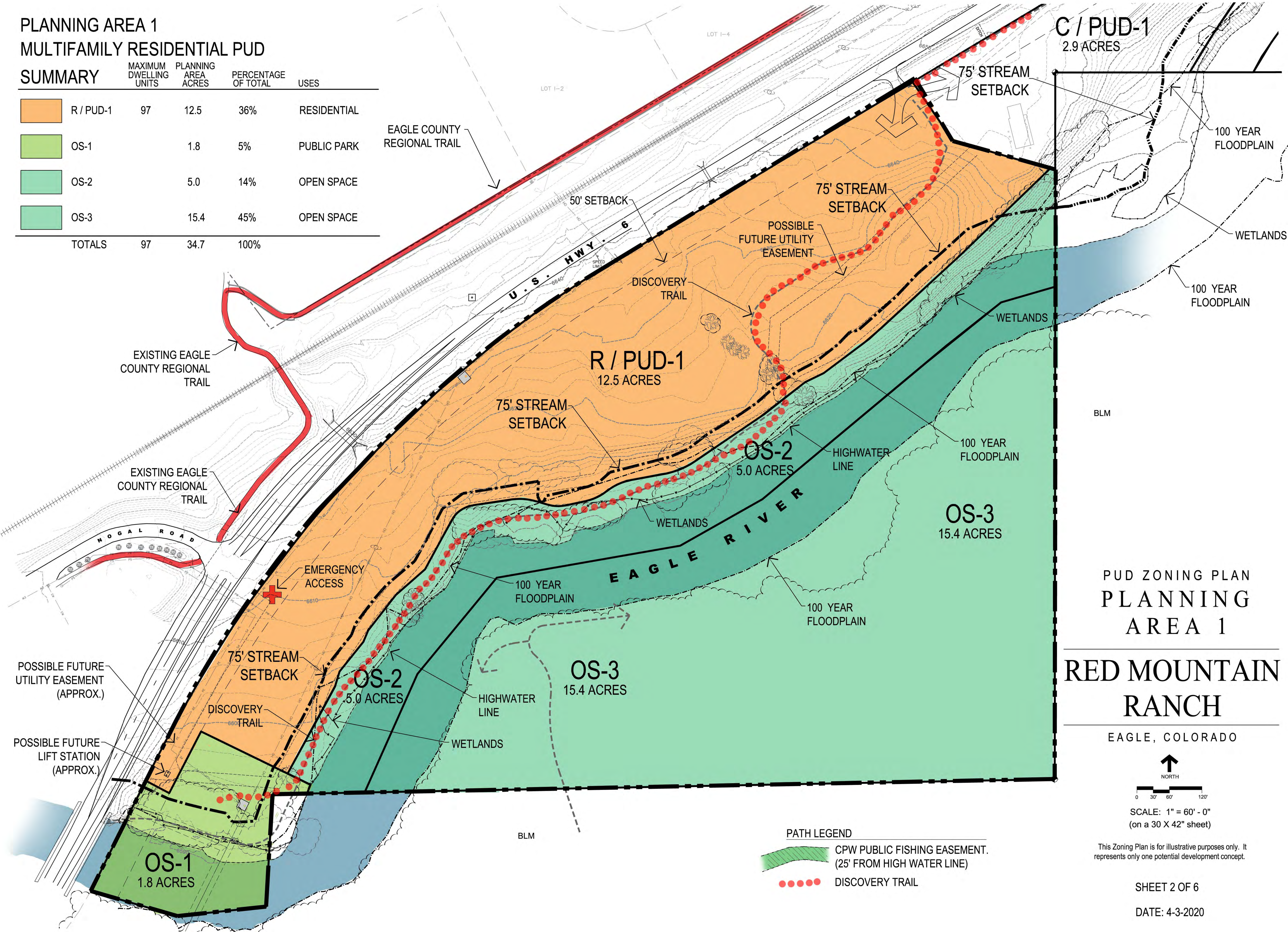
This Zoning Plan is for illustrative purposes only. It represents only one potential development concept.

SHEET 1 OF 6

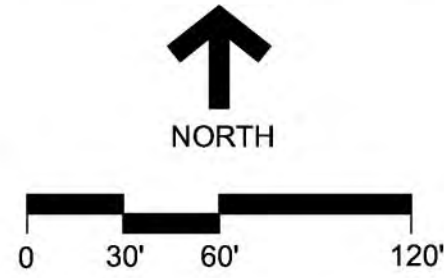
DATE: 4-3-2020

PLANNING AREA 1
MULTIFAMILY RESIDENTIAL PUD

SUMMARY		MAXIMUM DWELLING UNITS	PLANNING AREA ACRES	PERCENTAGE OF TOTAL	USES
	R / PUD-1	97	12.5	36%	RESIDENTIAL
	OS-1		1.8	5%	PUBLIC PARK
	OS-2		5.0	14%	OPEN SPACE
	OS-3		15.4	45%	OPEN SPACE
TOTALS		97	34.7	100%	



PUD ZONING PLAN
PLANNING
AREA 1
RED MOUNTAIN
RANCH
EAGLE, COLORADO



SCALE: 1" = 60' - 0"
(on a 30 X 42" sheet)

This Zoning Plan is for illustrative purposes only. It represents only one potential development concept.

SHEET 2 OF 6
DATE: 4-3-2020

PATH LEGEND

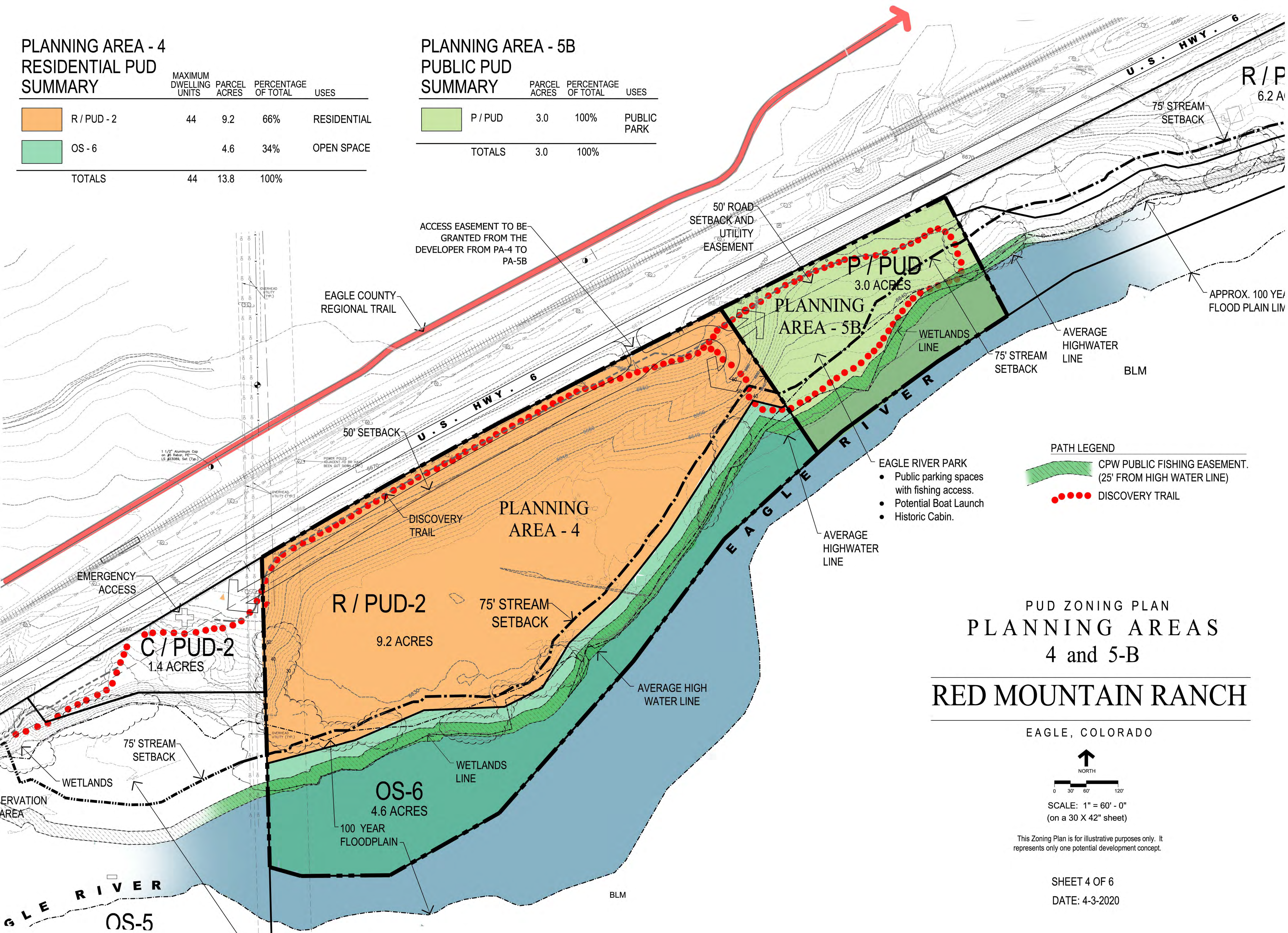
- CPW PUBLIC FISHING EASEMENT. (25' FROM HIGH WATER LINE)
- DISCOVERY TRAIL

PLANNING AREA - 4
RESIDENTIAL PUD
SUMMARY

		MAXIMUM DWELLING UNITS	PARCEL ACRES	PERCENTAGE OF TOTAL	USES
	R / PUD - 2	44	9.2	66%	RESIDENTIAL
	OS - 6		4.6	34%	OPEN SPACE
TOTALS		44	13.8	100%	

PLANNING AREA - 5B
PUBLIC PUD
SUMMARY

		PARCEL ACRES	PERCENTAGE OF TOTAL	USES
	P / PUD	3.0	100%	PUBLIC PARK
TOTALS		3.0	100%	



- PATH LEGEND
- CPW PUBLIC FISHING EASEMENT. (25' FROM HIGH WATER LINE)
 - DISCOVERY TRAIL

PUD ZONING PLAN
PLANNING AREAS
4 and 5-B
RED MOUNTAIN RANCH

EAGLE, COLORADO

NORTH

0 30' 60' 120'

SCALE: 1" = 60' - 0"

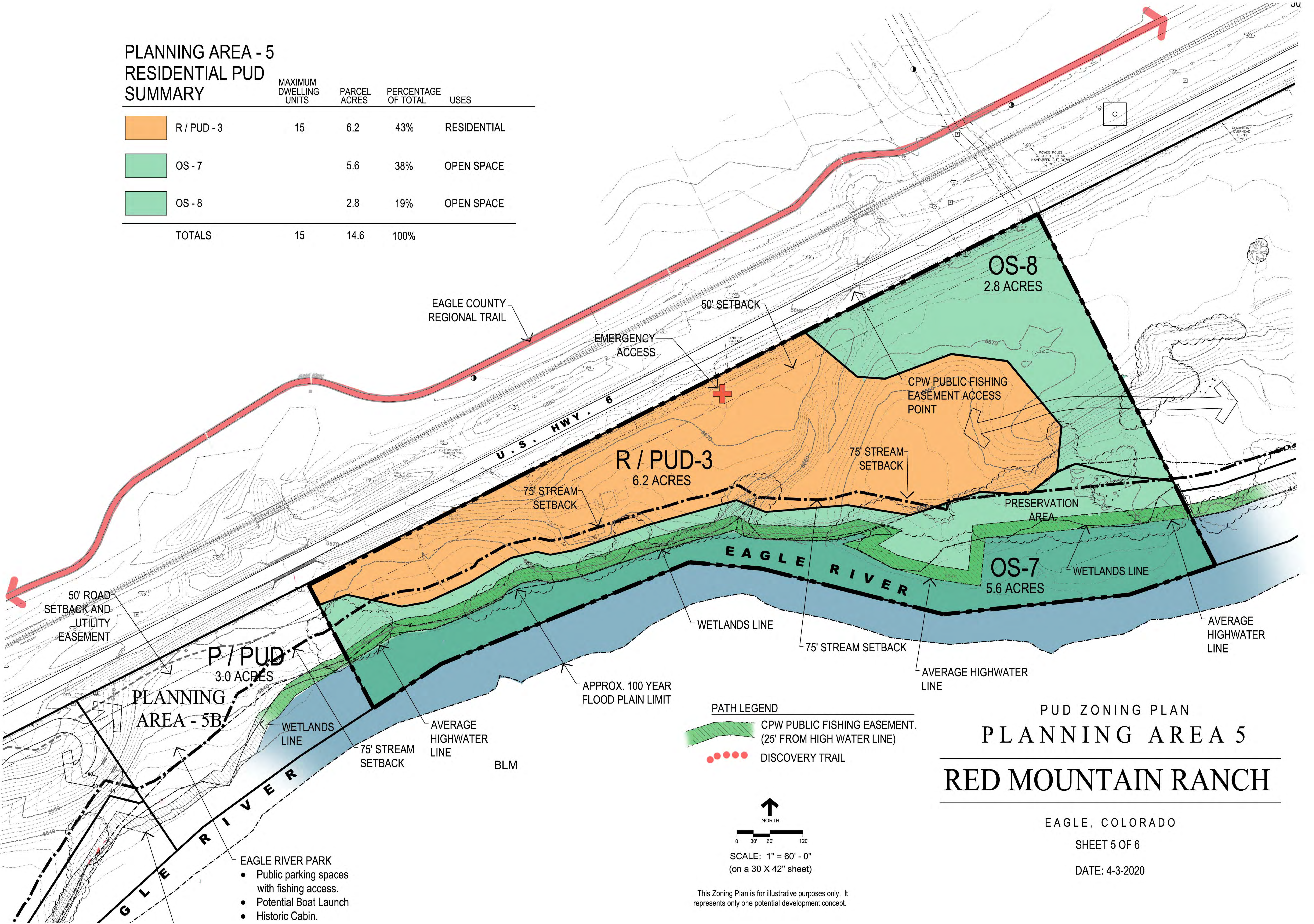
(on a 30 X 42" sheet)

This Zoning Plan is for illustrative purposes only. It represents only one potential development concept.

SHEET 4 OF 6
DATE: 4-3-2020

PLANNING AREA - 5
RESIDENTIAL PUD
SUMMARY

		MAXIMUM DWELLING UNITS	PARCEL ACRES	PERCENTAGE OF TOTAL	USES
	R / PUD - 3	15	6.2	43%	RESIDENTIAL
	OS - 7		5.6	38%	OPEN SPACE
	OS - 8		2.8	19%	OPEN SPACE
TOTALS		15	14.6	100%	



PUD ZONING PLAN
PLANNING AREA 5
RED MOUNTAIN RANCH

EAGLE, COLORADO
SHEET 5 OF 6
DATE: 4-3-2020

- EAGLE RIVER PARK
- Public parking spaces with fishing access.
 - Potential Boat Launch
 - Historic Cabin.

PATH LEGEND

- CPW PUBLIC FISHING EASEMENT. (25' FROM HIGH WATER LINE)
- DISCOVERY TRAIL

0 30' 60' 120'

NORTH

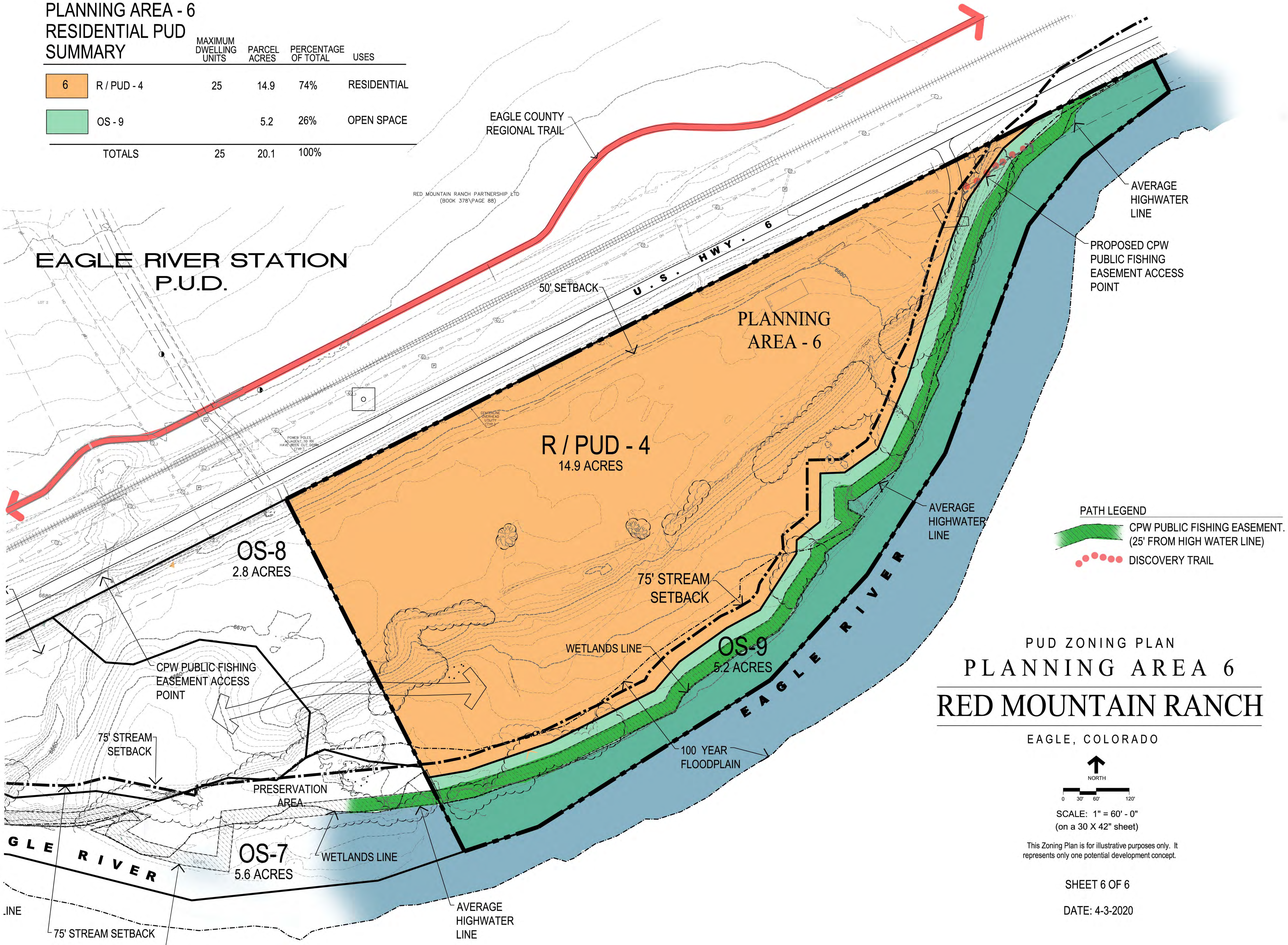
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(on a 30 X 42" sheet)

This Zoning Plan is for illustrative purposes only. It represents only one potential development concept.

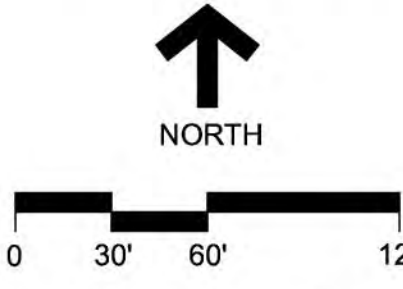
PLANNING AREA - 6
RESIDENTIAL PUD
SUMMARY

		MAXIMUM DWELLING UNITS	PARCEL ACRES	PERCENTAGE OF TOTAL	USES
6	R / PUD - 4	25	14.9	74%	RESIDENTIAL
	OS - 9		5.2	26%	OPEN SPACE
TOTALS		25	20.1	100%	



PUD ZONING PLAN
PLANNING AREA 6
RED MOUNTAIN RANCH

EAGLE, COLORADO



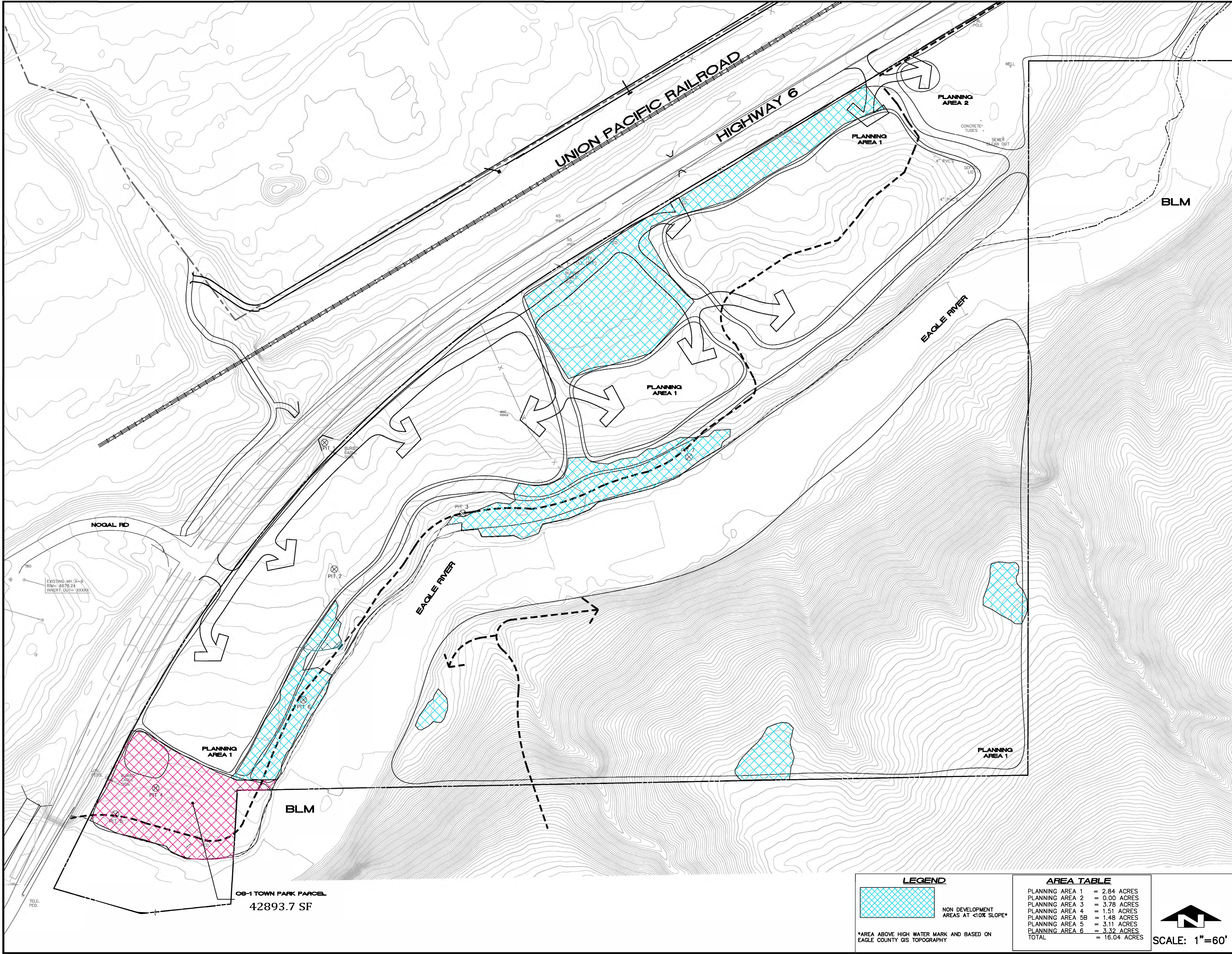
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(on a 30 X 42" sheet)

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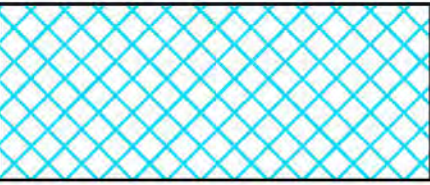
SHEET 6 OF 6

DATE: 4-3-2020

EXHIBIT L:
Red Mountain Ranch Slope
Exhibits dated December 20,
2019
(ATTACHED)



LEGEND

 NON DEVELOPMENT AREAS AT <10% SLOPE*

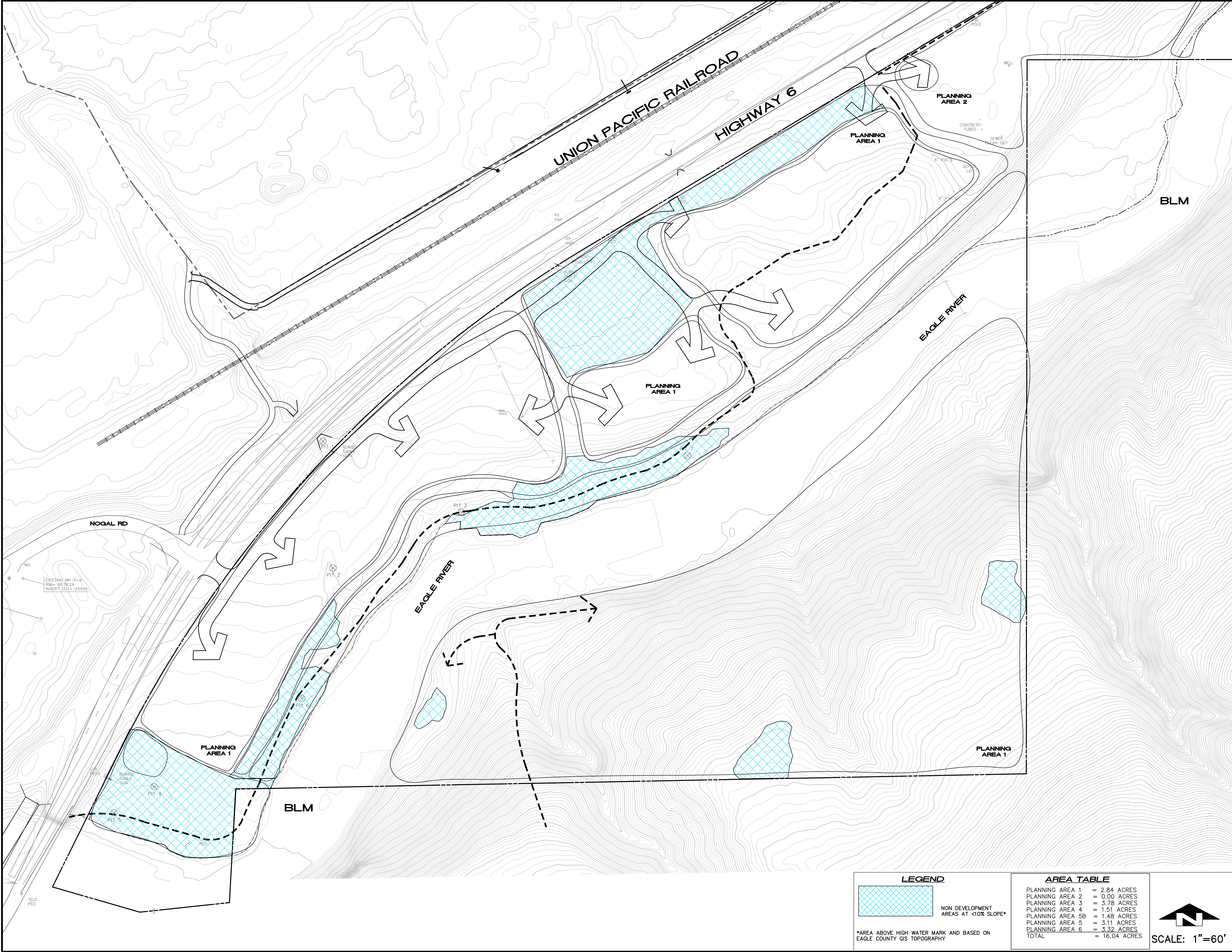
*AREA ABOVE HIGH WATER MARK AND BASED ON EAGLE COUNTY GIS TOPOGRAPHY

AREA TABLE	
PLANNING AREA 1	= 2.84 ACRES
PLANNING AREA 2	= 0.00 ACRES
PLANNING AREA 3	= 3.78 ACRES
PLANNING AREA 4	= 1.51 ACRES
PLANNING AREA 5B	= 1.48 ACRES
PLANNING AREA 5	= 3.11 ACRES
PLANNING AREA 6	= 3.32 ACRES
TOTAL	= 16.04 ACRES

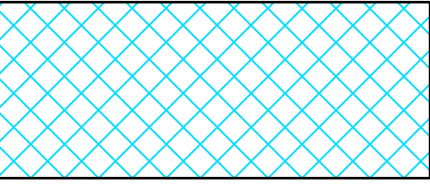

SCALE: 1"=60'

 ALPINE ENGINEERING INC. 2450 HWY. 101, PO. BOX 97 EDWARDS, CO. 81832 970.696.3373 WWW.ALPINECIVIL.COM		(SEAL)	
RED MOUNTAIN RANCH		EXISTING SLOPE EXHIBIT	
DESIGNED GJB	BY	NO.	REVISIONS
DRAWN GJB			
CHECKED GJB			
JOB NO. 1			
DATE 12/30/19			
SHEET 1 OF 5			

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LEGEND



NON DEVELOPMENT
AREAS AT <10% SLOPE*

*AREA ABOVE HIGH WATER MARK AND BASED ON
EAGLE COUNTY GIS TOPOGRAPHY

AREA TABLE	
PLANNING AREA 1	= 2.84 ACRES
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PLANNING AREA 3	= 3.78 ACRES
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PLANNING AREA 5	= 3.11 ACRES
PLANNING AREA 6	= 3.32 ACRES
TOTAL	= 16.04 ACRES



SCALE: 1"=60'



ALPINE
ENGINEERING INC.
3450 HWY 6 UNIT 1A PO BOX 97
EDWARDS CO 81832 970.626.3373
WWW.ALPINECIVIL.COM

(SEAL)

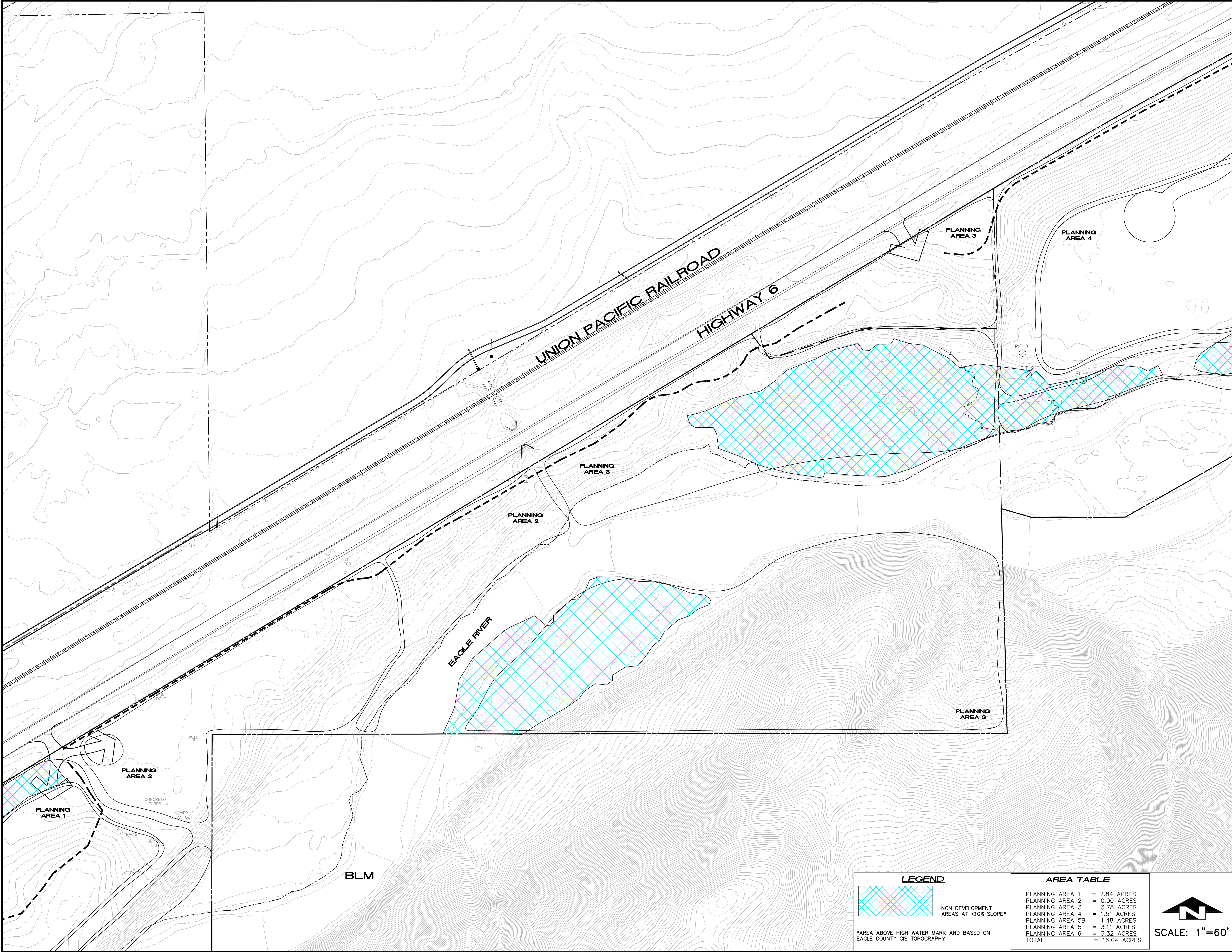
RED MOUNTAIN RANCH

EXISTING SLOPE EXHIBIT

DESIGNED	GLB	NO.	DATE	REVISIONS	BY
DRAWN	GLB				
CHECKED	GLB				
JOB NO.	1				
DATE	12/30/19				

SHEET
1 OF 5

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EDWARDS CO 81632 970.926.3373
WWW.ALPINECIVIL.COM

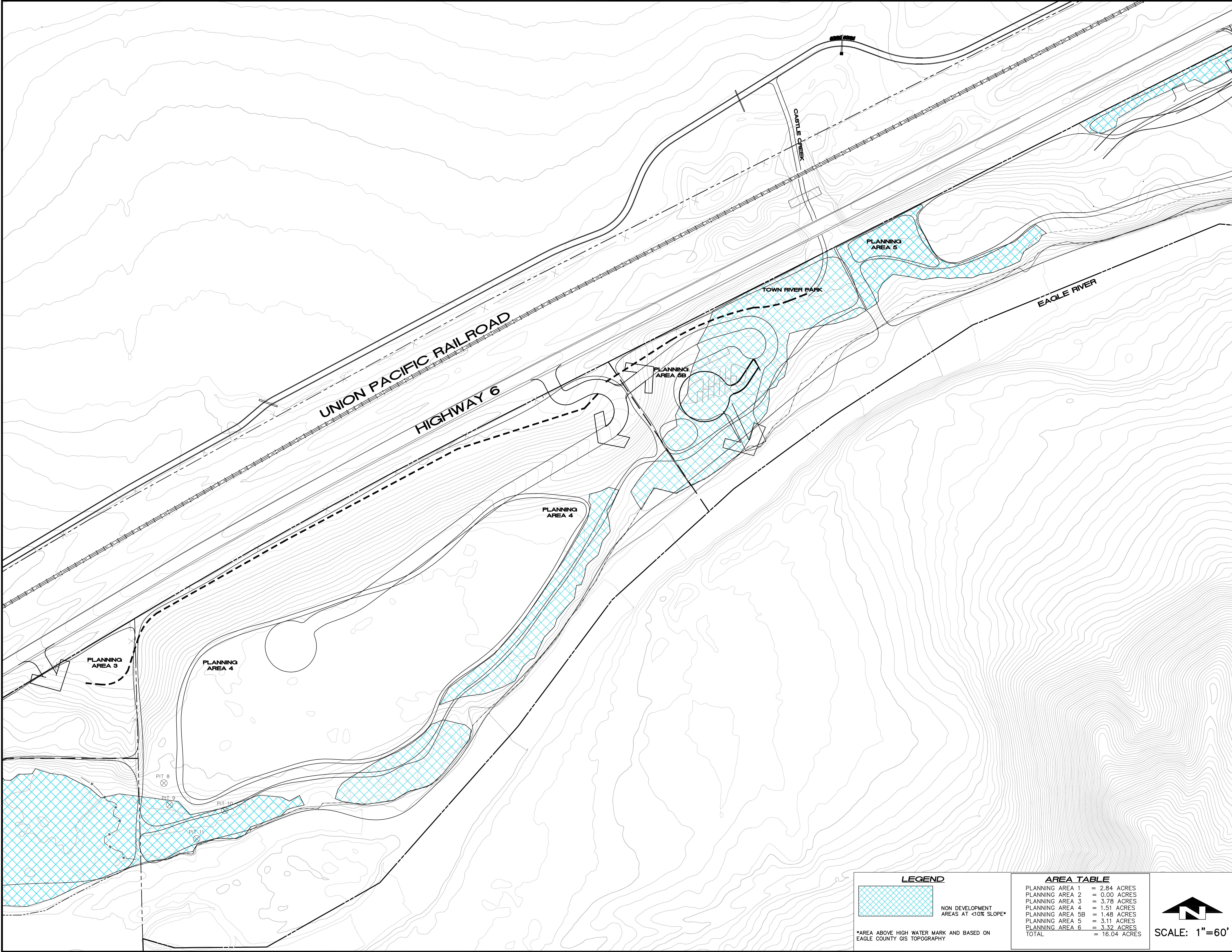
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RED MOUNTAIN RANCH
EXISTING SLOPE EXHIBIT

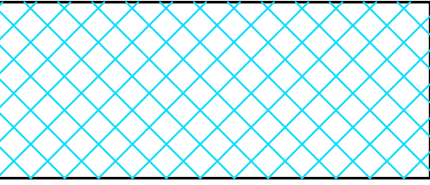
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CHECKED	GLB			
JOB NO.	1			
DATE	12/30/19			

SHEET 2 OF 5

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LEGEND

 NON DEVELOPMENT AREAS AT <10% SLOPE*

*AREA ABOVE HIGH WATER MARK AND BASED ON EAGLE COUNTY GIS TOPOGRAPHY

AREA TABLE	
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PLANNING AREA 2	= 0.00 ACRES
PLANNING AREA 3	= 3.78 ACRES
PLANNING AREA 4	= 1.51 ACRES
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PLANNING AREA 5	= 3.11 ACRES
PLANNING AREA 6	= 3.32 ACRES
TOTAL	= 16.04 ACRES





ALPINE
ENGINEERING INC.
3450 HWY 6 UNIT A9 PO BOX 97
EDWARDS CO 81632 970.926.3373
WWW.ALPINECIVIL.COM

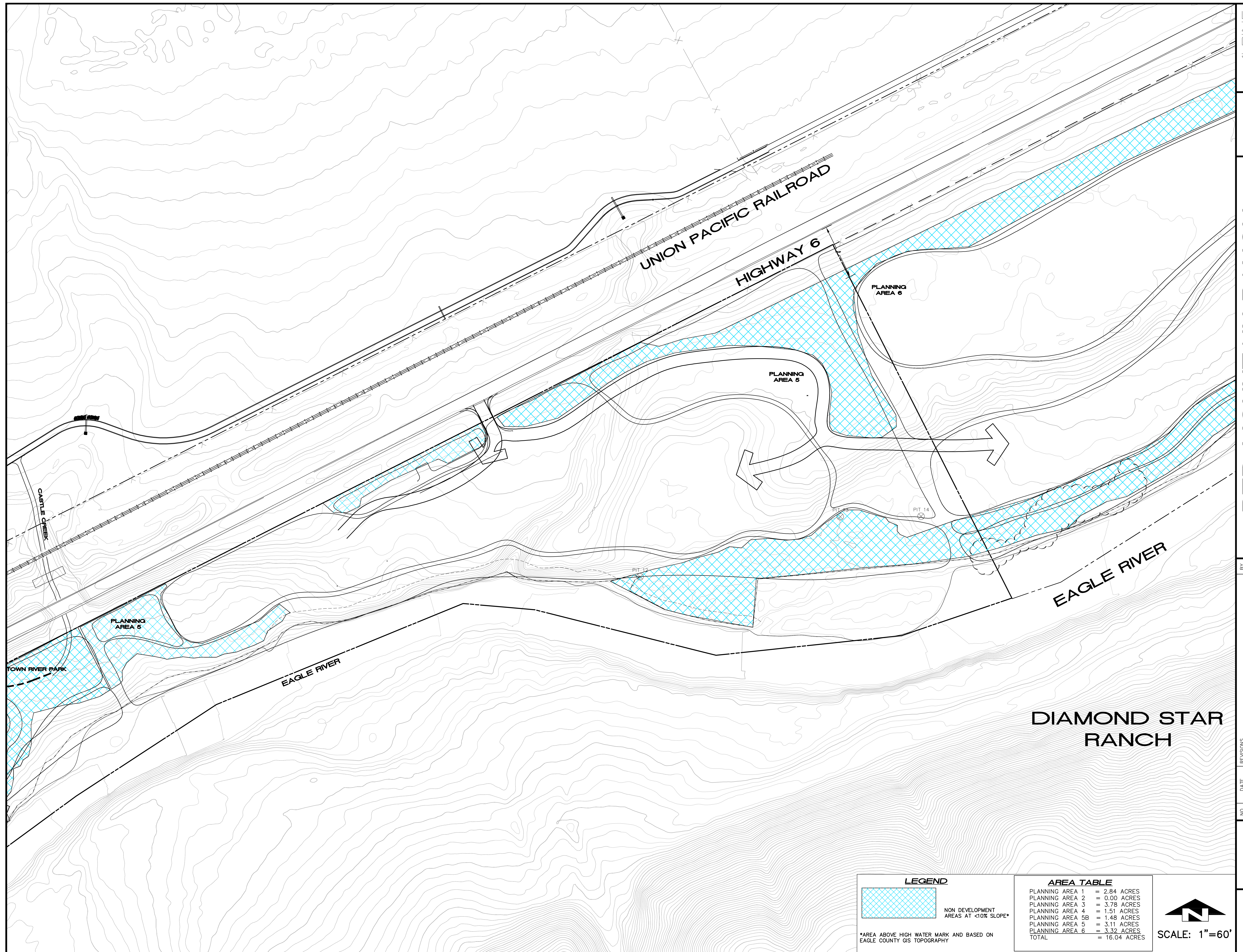
(SEAL)

RED MOUNTAIN RANCH

EXISTING SLOPE EXHIBIT

DESIGNED	GLB	DATE	REVISIONS	BY
DRAWN	GLB			
CHECKED	GLB			
JOB NO.	1			
DATE	12/30/19			

SHEET
3 OF 5



ALPINE

ENGINEERING INC.
34510 HWY 6 UNIT A9 PO BOX 97
EDWARDS CO 81632 970.926.3373
WWW.ALPINECIVIL.COM

(SEAL)

RED MOUNTAIN RANCH

EXISTING SLOPE EXHIBIT

	JOB NO.	DRAWN	CHECKED	DATE
DESIGNED G.L.B.		G.L.B.		
DRAWN G.L.B.				
CHECKED G.L.B.				
JOB NO. 1				
DATE 12/30/19				

SHEET
4 OF 5

LEGEND

 NON DEVELOPMENT
AREAS AT <10% SLOPE*

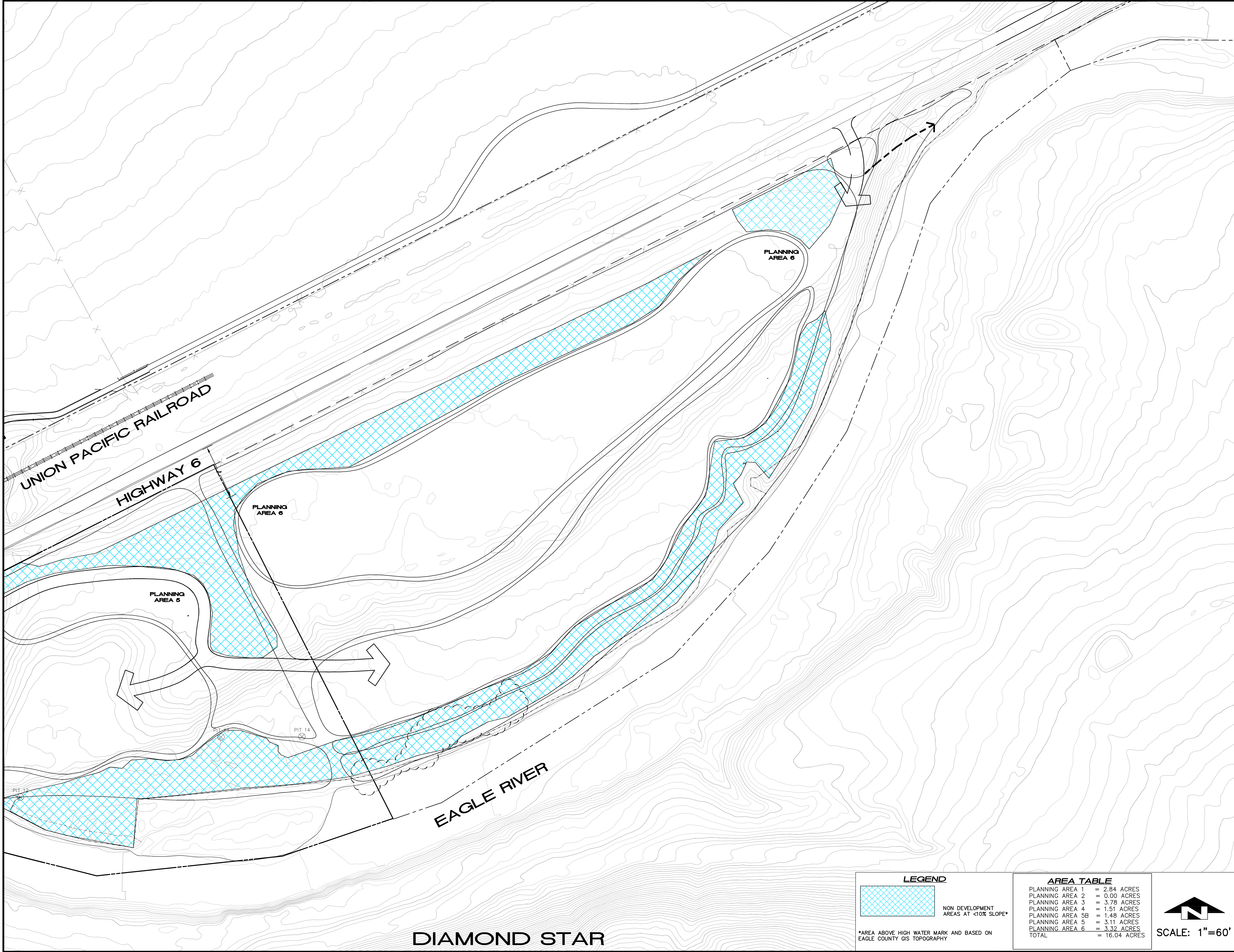
*AREA ABOVE HIGH WATER MARK AND BASED ON
EAGLE COUNTY GIS TOPOGRAPHY

AREA TABLE

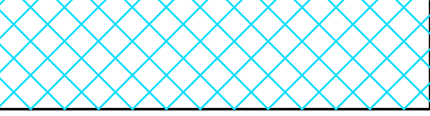
PLANNING AREA 1	=	2.84 ACRES
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PLANNING AREA 3	=	3.78 ACRES
PLANNING AREA 4	=	1.51 ACRES
PLANNING AREA 5B	=	1.48 ACRES
PLANNING AREA 5	=	3.11 ACRES
PLANNING AREA 6	=	3.32 ACRES
TOTAL	=	16.04 ACRES

SCALE: 1"=60'

C:\Eng\Red Mountain Ranch\44669-A-2016\dwg\Master\346 Plan Sheet Exhibit.dwg, 12/31/2019 1:01:05 PM, Books



LEGEND

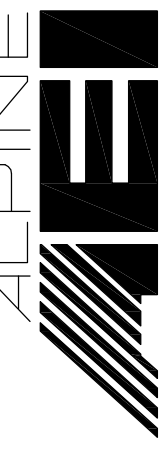
NON DEVELOPMENT
AREAS AT <10% SLOPE*

*AREA ABOVE HIGH WATER MARK AND BASED ON
EAGLE COUNTY GIS TOPOGRAPHY

AREA TABLE	
PLANNING AREA 1	= 2.84 ACRES
PLANNING AREA 2	= 0.00 ACRES
PLANNING AREA 3	= 3.78 ACRES
PLANNING AREA 4	= 1.51 ACRES
PLANNING AREA 5B	= 1.48 ACRES
PLANNING AREA 5	= 3.11 ACRES
PLANNING AREA 6	= 3.32 ACRES
TOTAL	= 16.04 ACRES



SCALE: 1"=60'



ALPINE
ENGINEERING INC.
34510 HWY 6 UNIT A9 PO BOX 97
EDWARDS CO 81632 970.926.3373
WWW.ALPINECIVIL.COM

(SEAL)

RED MOUNTAIN RANCH

EXISTING SLOPE EXHIBIT

DESIGNED	GLB	DRAWN	GLB	CHECKED	GLB	JOB NO.	1	DATE	12/30/19

SHEET
5 OF 5

EXHIBIT M:
Red Mountain Ranch Town
Board Public Hearing
Minutes dated as follows:

February 13, 2018

March 12, 2019

March 26, 2019

April 23, 2019

May 28, 2019

June 11, 2019

July 23, 2019

September 24, 2019

(ATTACHED)



**Town Board of Trustees
Tuesday, February 13, 2018
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO**

This agenda and the meetings can be viewed at www.Townofeagle.org.
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TRUSTEES PRESENT

Anne McKibbin, Mayor
Matt Solomon
Kevin Brubeck
Scott Turnipseed
Andy Jessen (Absent)
Paul Witt
Mikel "Pappy" Kerst

STAFF

Ed Sands, Town Attorney
Brandy Reitter, Town Manager
Tom Boni, Transition Advisor
Jenny Rakow, Town Clerk
Morgan Landers, Community Development Director/Town Planner
Jeremy Gross, Special Event Coordinator
Frederick E. Tobias, Town Engineer
Vern Brock, Senior Town Engineer
Jill Ewing, Finance Director
Lynette Horan, Human Resources Manager
Bryon McGinnis, Public Works Director

6:00 PM – REGULAR MEETING CALLED to ORDER

Mayor McKibbin and audience welcomed Brandy Reitter to her first meeting as Town Manager.

PUBLIC COMMENT

JP Kasey, XXX Eagle. provided the Town Board with information regarding a Bill passed by Denver City Council about prohibiting the declawing of cats. Urged Eagle Town Board to pass a similar Ordinance and stated there are human alternatives to this practice. A copy of Denver's Ordinance was provided to the Town Clerk.

Trustee Brubeck asked to run this by Eagle County for their input.

John Shipp – 2575 Eagle Ranch Road. John thanked the Town Board, congratulated them for their efforts on behalf of the Town and welcomed Brandy Reitter, the new Town Manager.

PRESENTATION – Mental Health Funding Update, Upcoming Fundraising, *Agnes Harakal*. Mayor McKibbin noted that Agnes has rescheduled this presentation and expressed the Town's condolences to the community and family affected by the recent suicide tragedy. A moment of silence was observed.

2018. Cautioned on eliminating the expansion of the LBWTP and encouraged revisiting those costs as it relates to the rates and surcharges during future reviews.

MOTION: Trustee Turnipseed motioned to direct staff to rerun the Variable Surcharge and Rate Study with SGM. Motion was seconded and PASSED unanimously.

Mayor McKibbin opened the Variable Surcharge and Rate Study discussion to the public. There was no public comment.

Engagement Letter for Financial Review of Cash Flow Model for LBWTP – Brandy Reitter noted that due to Amy Greers' inability to this review, staff would like to engage with recommendation by Jason Cowles.

MOTION: Trustee Turnipseed motioned to allow staff to engage with consultant for financial review of the cash flow model for the LBWTP not to exceed \$7500.00 Motion was seconded and PASSED unanimously.

NEW BUSINESS (75 minutes)

Resolution 08-2018 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado, Cancelling The Regular Municipal Election Scheduled For April 3, 2018 And Declaring Certain Candidates Elected *Jenny Rakow, Town Clerk*

MOTION: Trustee Turnipseed motioned to approve Resolution 08-2018. Motion was seconded and PASSED unanimously

Trustee Turnipseed requested that new chairs be purchased for the Town Board and offered to form a committee.

Red Mountain Ranch Petition, Morgan Landers, Town Planner

Morgan Landers presented this item. A property referred to as Red Mountain Ranch has submitted an Annexation Petition and Annexation Plat to the Town of Eagle for consideration. The property is approximately 130 acres and is owned by two entities, Red Mountain Ranch LLLP and the Merv Lapin Revocable Trust. The property is located on the east side of town bordered by Highway 6 to the north and the Eagle River to the south. An aerial photo was attached for reference.

Board inquired about Town obligations to provide utility services, timing of development and process questions. Ed Sands provided information regarding application process, and noted this is the first step. Review will take place of the application if the Board approves the petition tonight. Timing of the development could be addressed in the development agreement and statutorily, the applicant has 3 years to start their project, with the ability to ask for extensions. The only major requirement for annexation is 1.6th contiguity with the Town. We do use our Land Use Code and Community Plan to address other standards the Town has regarding annexation submittals. The Town is never obligated to annex and there is no timeline to approve the annexation request, once the petition is received.

Morgan confirmed there is an executed Reimbursement Agreement for costs on file for this project.

Resolution 09-2018 A Resolution Of The Town Of Eagle Board Of Trustees Concerning The Annexation Petition For The Red Mountain Ranch Annexation

MOTION: Trustee Turnipseed motioned to approve Resolution 09-2018. Motion was seconded and PASSED unanimously.



**Town Board of Trustees
Tuesday, March 12, 2019
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO**

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Times listed are approximate and are subject to change.*

TRUSTEES PRESENT

Anne McKibbin, Mayor
Kevin Brubeck, Mayor Pro Tem
Scott Turnipseed
Matt Solomon
Paul Witt
Mikel "Pappy" Kerst
Andy Jessen

STAFF

Brandy Reitter, Town Manager
Matt Mire, Town Attorney
Jenny Rakow, Town Clerk
Morgan Landers, Town Planner/Comm Dev Director
Jeremy Gross, Marketing and Events Manager
Lynette Horan, Human Resources Manager
Bill Shrum, Assistant to the Town Manager
Bryon McGinnis, Public Works Director
Frederick E. Tobias, Town Engineer
Deron Dirksen, Utility Manager
Colton Berck, Planner I

6:00 PM - REGULAR MEETING CALLED to ORDER and ROLL CALL – Turnipseed arrived at 6:03 pm.

ADOPTION OF AGENDA – Mayor McKibbin stated we will shift Resolution 15-2019 to be heard before Hockett Gulch public hearing.

PUBLIC COMMENT – Mayor McKibbin opened public comment, there was no public comment.

OPEN PUBLIC HEARING

Land Use File Number AN17-01 Red Mountain Ranch Annexation

Mayor McKibbin opened Land Use File Number AN17-01 for public comment.

PUBLIC COMMENT:

Cynthia Lepthien – Cynthia stated she has looked at Red Mountain Annexation and expressed her concerns regarding the proposal near the river and wildlife impacts.

Mayor McKibbin thanked Cynthia for her comments and reiterated that this file will have a public hearing on March 26th.

There was no further public comment.

CONSENT AGENDA

1. Minutes
2. Bill Pay
3. Resolution 14-2019 A Resolution of The Board of Trustees of The Town of Eagle, Colorado Approving an Intergovernmental Agreement with The Eagle County Housing and Development Authority for Affordable Housing Services
4. Resolution 16-2019 A Resolution of The Board of Trustees of The Town of Eagle, Colorado, Setting Forth Check and Electronic Fund Transfer Signing Authority *(Removed)*
5. Resolution 17-2019 A Resolution Adopting The 2018 Eagle County, Co Hazard Mitigation Plan Update and Authorizing the Chairman of Eagle River Fire Protection District to Sign the Approved Agreement – change the entity. *(Removed)*

Board Comments: Concern expressed regarding authority listed for signature in Resolution 17-2019 and whether it should be changed and moved to the March 26, 2019 Agenda. Trustee Brubeck had concern that he was not able to fulfill Resolution 16-2019 as a signor for the Town. Both Resolutions were removed from the Consent Agenda. Request to finance that any electronic payments would be noticed to the vendor.

MOTION: Trustee Witt motioned to approve the Consent Agenda for Items 1-3. Motion was seconded and PASSED with a vote of six (6) in favor (Solomon, Jessen, Brubeck, McKibbin, Turnipseed and Witt) and one (1) abstain Kerst.

TOWN MANAGER AND DEPARTMENT UPDATE

Town Manager Update – Brandy stated staff is continuing to work on home rule with Town Attorney on researching raft Charters received from Colorado Municipal League and CIRSA that can be reviewed by the public as a draft.

Board Comments: Requested annexation of the fairgrounds before the river park. Brandy will work on that with Eagle County. Concern regarding returns of large deposits and whether they have a financial impact related to expenditures in our accounts. Jill Kane stated that all expenditures are listed in the Bill Pay but are in a liability account which does not affect accounting.

Department Update – no comments.

Lower Basin Water Treatment Plant Update, MWH Constructors – Bryon McGinnis stated he met with Trustees Brubeck and Turnipseed regarding overview of the water plant and progress reports, schedule and timeline. Trustee Brubeck stated project is going as expected with some cost overruns due to weather but is still within contingencies.



**Town Board of Trustees
Tuesday, March 26, 2019
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO**

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6:00 PM - REGULAR MEETING CALLED to ORDER and ROLL CALL

TRUSTEES PRESENT

Anne McKibbin, Mayor
Kevin Brubeck, Mayor Pro Tem
Scott Turnipseed
Matt Solomon
Paul Witt
Mikel "Pappy" Kerst
Andy Jessen

STAFF

Brandy Reitter, Town Manager
Matt Mire, Town Attorney
Bill Shrum, Assistant to the Town Manager
Jenny Rakow, Town Clerk
Carrie McCool Interim Town Planner
Jill Kane, Finance Director/Treasurer
Colton Berck, Planner I
Bryon McGinnis, Public Works Director
Jeremy Gross, Marketing and Events Manager

1. Moment of Silence for Eric Hill

Mayor McKibbin opened the meeting and allowed Trustee Kerst to say a few words about Eric Hill and then called for a moment of silence.

ADOPTION OF AGENDA *(Opportunity for amendment or deletions to this evenings agenda.)*

Mayor McKibbin stated there were no changes to tonight's agenda.

PUBLIC COMMENT - *Citizens are invited to comment on any item not on the Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person per topic unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to sign in.*

Mayor McKibbin opened public comment. There was no public comment.

PRESENTATIONS - 35 Minutes

1. Employee Introductions: Charlie Davis Building Official, Suzanne Goodwin Information Center Manager and Kyle Anderson and Daniel McFadden Water/Wastewater Operators (5 Minutes)

Brandy Reitter introduced new employees to the Town Board. Board thanked the staff for joining the Town.

nominated Trustee Turnipseed to be on the hiring committee for the Community Development Director.

Board Comments: Regarding the Art Wall, the consultant will do an open house to get feedback from the community for this item.

2. Eagle River Park, NV5

John Usury from NV5 was present for this item and provided an update. John stated the project is on track to meet ribbon cutting on May 24th. There were no board comments.

a. Change Order No. 9 Eagle River Park \$65,585.00

John Usury from NV5 presented this item. This amount is for two feet of sand, drainage and borders for the sand located by feature by number 2. This is a park amenity and will help with storm water drainage. The Executive Committee recommends approval.

Board Comments: there is interest in a sponsor for this feature. Inquired about longevity of sand and if it will wash out every spring. John Usury stated it will have a two-foot barrier but will require routine maintenance. The cost fits within our bonding capacity.

MOTION: Trustee Scott Turnipseed motioned to Approve the Change Order No 9 Eagle River Park in the Amount of \$65,585.00. Motion was seconded and Passed with a vote of 7 in favor and 0 opposed.

3. Change Order Lower Basin Water Treatment Plant – Proposed Backup Generator Upsizing \$460,000.00, Bryon McGinnis Public Works Director (Roll Call Vote Required)

Bryon McGinnis presented this item and request for upsizing the generator and the Lower Basin Water Treatment Plant. Warren Swanson from SGM was also present and provided the Board with background and information on why this request is being made.

Board Comments: Bryon provided that there has been some savings on other areas with this project that could make this less impactful on the budget. Questions regarding if solar was considered as an alternative. Warren Swanson stated he did not believe solar would be robust enough power source to power the plant at the same cost.

MOTION: Trustee Kerst motioned to Approve Change Order Lower Basin Water Treatment Plant – Proposed Backup Generator Upsizing \$460,000.00 . Motion was seconded and Passed with a vote of 7 in favor (Solomon, Jessen, Brubeck, Kerst, McKibbin, Turnipseed and Witt) and 0 opposed.

PUBLIC HEARING - Quasi Judicial Hearing - 90 Minutes

Project: Red Mountain Ranch Planned Unit Development (Separate Attachment in Packet)

File #: PUD18-01 / AN17-01 / S18-02

1. **Applicant:** Mervyn Lapin and Red Mountain Ranch Partnership, LLP

Location: Approximately 130 acres on the east end of the town boundaries, south of Highway 6, north of the

Eagle River. Parcel Numbers 193926300012, 193927400039, 193927300029, 193934200041, 193934200042, 193933100004, 193933100002 in unincorporated Eagle County.

Staff Contact: Carrie McCool, Interim Planner

Request: Request for a Planned Unit Development (PUD) Zoning Map Application – max of 153 dwelling units of various types, limited commercial areas and open space/park areas. Site Specific Development Plan (vesting of property rights). Annexation from unincorporated Eagle County to the Town of Eagle and request for a Subdivision Sketch Plan.

OPEN PUBLIC HEARING

Mayor McKibbin opened File# PUD 18-01, AN17-01 and S18-12 and stated the intent will be to allow one hour and fifteen minutes for presentation and then allow public comment.

Carrie McCool Interim Town Planner introduced this item and stated the applicants are requesting the following: 1. Annexation; 2. (PUD) Zoning Map Application - max of 153 dwelling units of various types, limited commercial areas, and open space/park areas; and 3. Site Specific Development Plan (vested property rights) and 4. Subdivision Sketch Plan.

The Applicant was represented by Rick Pylman, who introduced several support team members in the audience. Rick provided the Town Board with his presentation.

Rick provided the applicants response to the conditions from staff and planning commission:

Condition 1: Development shall be prohibited in Planning Areas 3 through 7 until such time that Town water and sewer service connections can be provided at the developer's expense, with the exception of vault toilets for campgrounds, trailheads, and other similar town facilities. Applicant has agreed with condition.

Condition 2: The PUD Guide be revised to reflect a 75-foot setback from the high-water mark except for soft surface trails, irrigations structures, and other low impact encroachments. Still working on this condition and would like to modify it to 50 feet in certain areas.

Condition 3: Cash in Lieu payment can be accepted in place of on-site units provided that if a negotiated amount cannot be agreed upon, the town's on-site LERP requirement will remain in place. Applicant is still working on this condition with staff.

Condition 4: Planning Area 5B shall be dedicated at first subdivision filing and access at Hwy 6 to the parcel be completed within a certain timeframe not tied to phasing of development. Applicant would like to modify this to allow for infrastructure to be in place prior to dedication. Public ownership in the middle of construction is the concern. Offers to change the condition to parcel 4 or 5a.

Condition 5: Payment of impact fees shall be required at time of Development Permit or residential subdivision where individual lots are being created. Applicant agrees to this condition.

Condition 6: The requirement for review and approval of a Riparian Management Plan with the submittal of the first development shall be documented in the PUD guide. The Riparian Management Plan shall allow for adequate

public access to the river and open space parcels while protecting environmentally sensitive areas. Applicant agrees with this condition.

Planning Commission included Condition 7: If file PUD18-01 Red Mountain Ranch PUD is not approved; the sketch plan will become void.

Carrie McCool presented the town staff report for this project. There were some changes presented tonight and staff has not had a chance to review those, therefore we have no comments or recommendations on those.

Carrie went over the process milestones; the standards of approval for each of the four application types and the recommendations including conditions. Carrie entered into the record comments received from Annie Egan.

Board Comments: Confirmation that Parcels 6 and 7 are outside the Town's growth boundary. Interest in further information regarding the 100-year flood plain and high-water mark and impacts on the setbacks as proposed of 50 and 75 feet within the project. The 1/6 contiguity was requested to be confirmed. Inquired if staff agreed on how the water and sewer connections were going to occur. Staff has concerns about length of pipe and subsequent water quality for this project with the need for flushing. Looping could occur if RED Development parcel is built and linked with this project.

Mayor McKibbin opened this item for public comment: (8:17 p.m.)

Michael Cacioppo: expressed his concern with the 1/6 contiguity and previous issues Vail had with this type of situation. If there is not contiguity, the annexation discussion is moot.

Stan Kensinger: this project provides economic vitality to the town and public access for fishing and river use. The open space is unheard of with a development. The Bernstein report is a very compelling report. My stand on our need for multifamily and attainable housing is that we need more density and more people living in eagle where they spend their money and live and play. This is a great project of 90 units. Encourages board approval.

Mick Daly: With the Eagle River Corridor Plan we will see first element of its vision come to reality with the whitewater park and upland park. This project can be the second phase of that plan. We all saw the video and my vision is the Eagle River can help this project become the amenity and jewel Eagle wants it to be.

Frank Johnson: for last year we have been trying to sell our house in Vail and take the money and invest in a smaller home. We talked to Merv about this project and it is an attractive project to us. We are impressed with this project and what it has to offer. Merv is a heartfelt guy and sounds as if the work he has he is trying to create a project to benefit the community and those who would be lucky enough to live there. Please continue to work with him.

Markian Feduschak President Walking Mountain Science Center: stated this is an educational opportunity on 15 acres that will connect to Walking Mountain Science Center. This property has unparalleled educational opportunity. We do not have this kind of access. It is close to the schools. Would like to see a bridge in the future. We have a successful model in Avon and we have this vision of trails focused on the river. This is more public access to the river. This project allows access in a good way.

Cynthia Lepthein: stated this is a great opportunity to educate our kids to be better stewards of the land. We

were told it is a bad idea to build in riparian areas. Eagle is in planning bind. This land is too narrow of an area to develop in. It looks great the pictures, but it does not represent how crowded it will be and how much beautiful vegetation will go away for developed area. These areas are for wildlife corridors and the deer use in the spring. The areas designed are areas where the homes are going, and I know where they are. It is a big dilemma everything left is sensitive. I would ask that the Board go more slowly and not approving all at once. There are problems with water delivery and need to be sure that the wildlife can eat food in April.

Mayor McKibbin closed public comment. (8:32 p.m.)

Board Comments: Concern about language in PUD guide regarding stream setbacks and defining what formal landscaping is allowed in that area. What is the camping proposal and how much is planned. Agreed that fee in lieu is a good idea for the LERP. Estimate would be value of \$25K-\$40k per each unit. Would like analysis of price for sale vs free market rate of those units. Clarification that the public amenities in this proposal the Town must construct and maintain, and we may not have the money for that anytime soon. Suggestion that all density be on the first two parcels to cluster the development and leave the remainder as open space to mitigate the cost of maintenance on the infrastructure extended to the other parcels.

Concerns regarding flood plain the run off that may occur this year. How usable is the open space on Parcel 4 and what is the access? Would like Short Term Rentals addressed in the Land Use Code. The building height of 40 feet needs to be discussed further. Confirmation that there is a three-year period to start development before an extension may be granted.

Would like applicant to work with staff on water to come up with an agreement. Would like to see more of a buffer between river and buildings. Board would like to see what the riparian management plan would look like and how it will be enforced. Requested clarification timing of vesting and how long it lasts and the expiration for certain plans.

Merv Lapin - owner of parcel 1 and 2 and general manager of Red Mountain Ranch. Provided that the densities requested, and their locations are due to the agreement to connect to the Town's water and sewer systems. This will be a great potential tourist attraction for the town. The boat launch location was selected to tie in with water park. Parcels 1,5 and 6 will be first to be developed. By not dedicating Parcel 5 to the Town at the beginning, will allow private ownership to work faster with CDOT requirements. We want control over parcels until water and sewer is installed. We have spent 4 years planning this project and input of town managers and planning staff to come up with this.

Dave from SGM stated the applicant will work with town staff and Mott McDonald on an engineering analysis to get answers regarding the infrastructure and address water quality concerns.

Board Comments: with regard to a public safety impact fee, these are a onetime fee. Would like applicant to consider sharing a portion of the transfer fees for public safety.

MOTION: Trustee Scott Turnipseed motioned to Continue the Red Mountain Ranch File# PUD18-1, AN17-01 and S18-02 until the April 23, 2019 Town Board Meeting. Motion was seconded and Passed with a vote of 7 in favor and 0 opposed.



**Town Board of Trustees
Tuesday, April 23, 2019
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO**

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6:00 PM - REGULAR MEETING CALLED to ORDER and ROLL CALL

Mayor Pro Tem Brubeck called the meeting to order at 6:01 PM

TRUSTEES PRESENT

Kevin Brubeck, Mayor Pro Tem
Scott Turnipseed
Paul Witt
Mikel "Pappy" Kerst
Andy Jessen

TRUSTEES ABSENT

Anne McKibbin, Mayor
Matt Solomon

STAFF

Brandy Reitter, Town Manager
Rob Huss, Town Attorney
Bill Shrum, Assistant to the Town Manager
Dawn Koenig, Administrative Assistant
Carrie McCool Interim Town Planner
Jill Kane, Finance Director/Treasurer
Bryon McGinnis, Public Works Director
Deron Dirksen, Utility Manager
Jeremy Gross, Marketing and Events Manager

ADOPTION OF AGENDA There were no changes to the agenda.

PUBLIC COMMENT - Mayor Pro Tem Brubeck opened Public Comment for items not on tonight's agenda.

Paul Gorbald of W 95 Double Hitch said that the last month and one week his trust in the town has been eroded. The ability of town staff to provide consistent information has been lacking, he said. He said the town has really let him down in the past month. Town staff understanding of the Town Code is disappointing. He said he is looking to the Board of Trustees to provide guidance to staff on code issues and work with business owners and constituents. He said it is frustrating when code is not applied consistently across permitting and licensing processes. Gorbald said that outside business owners are treated differently.

Mayor Pro Tem Brubeck thanked Gorbald for his comments and asked him to be involved with the land use code rewrite process by participating on a citizens committee. Gorbald said he thinks we can do better as a town.

Mayor Pro Tem Brubeck closed Public Comment.

do this, but since it would require an amendment to the PUD, they would seek some relief from the town to simplify the process.

Pylman thanked town staff for their time and efforts in reviewing this file. He introduced some of the applicant team members present at the meeting.

Pylman also noted that some of the conditions of approval require work before the final plat is recorded.

Trustee Turnipseed asked what happens if staff and the applicant do not agree on items that still need to be worked out as stipulated in the conditions. Town Attorney Rob Huss said that the file will have to come back to the Board for approval. Turnipseed asked who on town staff will determine that the conditions have been satisfactorily met. Reitter said planning and public works staff will make that determination.

PUBLIC COMMENT: Mayor Pro Tem Brubeck opened the floor to public comment. No public comments were given.

DELIBERATION: Mayor Pro Tem Brubeck said that he would like to focus on conditions, specifically, the conditions that were added after the Planning and Zoning Commission last heard the file. McCool stated that those items have been addressed. No Trustees had comment or questions on any of the 5 conditions.

Trustee Turnipseed thanked Pylman and the rest of the applicant team for their efforts.

MOTION: Trustee Witt made a motion to approve file S18-01 with the conditions as recommended by staff finding that it meets the standards of approval. Trustee Jessen seconded, and the motion passed with a with a vote of 5 in favor and 0 opposed.

MOTION: Trustee Witt made a motion to approve the Subdivision Improvement Agreement for Filing 1. The motion was seconded and passed with a with a vote of 5 in favor and 0 opposed.

1. Red Mountain Ranch - File #: PUD18-01/AN17-01/S18-02 (Request to continue to May 28, 2019 Town Board Meeting)

MOTION: Trustee Jessen motioned to continue the file at 7:17 PM. Trustee Witt seconded, and the motion passed with a vote of 5 in favor and 0 opposed.

OLD BUSINESS - None

NEW BUSINESS - 20 Minutes

1. Resolution 22-2019, "A Resolution of the Board of Trustees of the Town of Eagle, Colorado Establishing the Economic Vitality Committee" Bill Shrum, Assistant to the Town Manager
Assistant to the Town Manager, Bill Shrum presented details on proposed resolution. He said that this proposal will combine the goals of promoting economic vitality and community outreach. Shrum said that based on his research, this resolution is considered best practice. He said that staff is asking the Board to review the initial proposal and provide feedback and direction on what they would like to see from this committee.



**Town Board of Trustees
Tuesday, May 28, 2019
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO**

*This agenda and the meetings can be viewed at www.Townofeagle.org.
Times listed are approximate and are subject to change.*

TRUSTEES PRESENT

Anne McKibbin, Mayor
Scott Turnipseed
Kevin Brubeck, Mayor Pro Tem
Paul Witt
Andy Jessen

TRUSTEES ABSENT

Mikel "Pappy" Kerst
Matt Solomon

STAFF

Brandy Reitter, Town Manager
Matt Mire, Town Attorney
Bill Shrum, Assistant to the Town Manager
Jenny Rakow, Administrative Assistant
Carrie McCool Interim Town Planner
Jill Kane, Finance Director/Treasurer
Bryon McGinnis, Public Works Director
Joey Staufer, Police Chief
Jeremy Gross, Marketing and Events Manager

6:00 PM - REGULAR MEETING CALLED to ORDER and ROLL CALL

Roll call was taken. Trustees Solomon and Kerst were absent.

ADOPTION OF AGENDA

Mayor McKibbin noted that agenda was amended and includes an intent of notice to award under new business.

OPEN PUBLIC HEARINGS

Mayor McKibbin opened the following public hearings: Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan - File #: AN17-01/ PUD18-01 and S18-02 and Reserve at Hockett Gulch Annexation, Planned Unit Development (PUD) and Site Specific Development Plan (vesting of property rights) - File#: AN 18-01 and PUD18-02. Both hearings were opened for one hour. There was no public comment for these items. (6:03 p.m.)

Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan - File #: AN17-01/ PUD18-01 and S18-02

Reserve at Hockett Gulch Annexation, Planned Unit Development (PUD) and Site Specific Development Plan (vesting of property rights) - File#: AN 18-01 and PUD18-02

PUBLIC COMMENT

Paul Gorbald 95 West Doublehitch - expressed concerns regarding the expansion and development in the Town of

Eagle. Specifically, the anticipated significant increase in traffic volumes in the Town with the projects being approved and presented. Requested presentations from the Town on traffic issue. Requested that the town staff or board provide a public plan of what the infrastructure and impacts will be and advise the residents what those impacts are. Mayor McKibbin stated that the traffic studies are available from staff and all projects will have them. Mr. Gorbald commented that it is hard to get information staff in a consistent manner.

CONSENT AGENDA

Board Comments: Mayor McKibbin and Trustee Turnipseed stated they will abstain from voting on the Minutes from March 14, 2019.

MOTION: Trustee Kevin Brubeck motioned to Approve the Consent Agenda. Motion was seconded and Passed with a vote of 3 in favor and 0 opposed. (McKibbin and Turnipseed abstained

1. Minutes
2. Resolution 27-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving The Final Plat For Creekside Lofts Condominiums Phase 3
3. Resolution 28-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving The Final Townhouse Plat For Soleil Homes At Brush Creek Filing 2, Phase 1

TOWN MANAGER AND DEPARTMENT UPDATE

1. Town Manager Update
Brandy presented highlights from her report including notice that the Eagle County Loan Fund will come to the Town Board in July to make a request for funds toward the housing department fund. The County will match \$250K to all contributions received. Requested discussion items for the mini retreat facilitated by Tim Gagen on June 26. A draft agenda is forthcoming. We will host a Home Rule round table on June 17th at 5:30 at Town Hall. All participants have been confirmed.

Board Comments: requested additional financial reports showing year to date prior period comparisons. Also requested water expenditures and revenues.

PUBLIC HEARING - QUASI JUDICIAL HEARING

1. 717 Sylvan Lake Building Condominium Plat - File # CT19-01
Mayor opened File#CT19-01 717 Sylvan Lake Building Condominium Plat.

Carrie McCool presented this item outlining the standards for approval.

Board Comments: inquired as to how the building will address the common maintenance and exterior. Rick

Pylman stated they will have an owners association to address those. The Eagle Ranch Commercial Condo Association will continue to take care of that.

Mayor McKibbin opened File#CT19-01 for public comment. There was no public comment. Public comment was closed.

MOTION: Trustee Kevin Brubeck motioned to find that the application substantially meets the standards for approval, and moved to APPROVE Sylvan Lake Condominium Plat with the following conditions: 1) Minor errors or omissions on the plat identified by the Town Engineering and Public Works Departments, Town Attorney, and the Town's 3rd Party Surveyor require correction prior to filing. 2) The title and references of "preliminary plat" shall be removed. 3) Land use summary shall be revised to include square footages per unit. Motion was seconded and Passed with a vote of 5 in favor and 0 opposed.

- a. Resolution 29-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving The Final Plat For Sylvan Lake Building Condominiums

MOTION: Trustee Andy Jessen motioned to Approve Resolution 29-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving The Final Plat For Sylvan Lake Building Condominiums. Motion was seconded and Passed with a vote of 5 in favor and 0 opposed.

- 2. Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan - File #: AN17-01/ PUD18-01 and S18-02. *(Request for Continuance)*

- a. OPEN PUBLIC HEARING

- b. EXECUTIVE SESSION: Executive Session pursuant to C.R.S. sections 24-6-402(4)(b) and (e) to receive legal advice on specific legal questions, and to develop a strategy and instruct negotiators regarding Red Mountain Ranch annexation agreement.

There was no Executive Session for this item.

- c. CLOSE PUBLIC HEARING

With no public comment, Mayor McKibbin closed the Public Hearing at 7:03 p.m.

MOTION: Trustee Scott Turnipseed motioned to Continue File# AN17-01/ PUD18-01 and S18-02 - Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan. to the June 11, 2019 Town Board Meeting. Motion was seconded and Passed with a vote of 5 in favor and 0 opposed.

- 3. Reserve at Hockett Gulch Annexation, Planned Unit Development (PUD) and Site Specific Development Plan (vesting of property rights) - File#: AN 18-01 and PUD18-02. *(Request for Continuance)*

- a. OPEN PUBLIC HEARING

This item remained open until 7:03 p.m.

- b. EXECUTIVE SESSION: Executive Session pursuant to C.R.S. sections 24-6-402(4)(b) and (e) to receive legal advice on specific legal questions, and to develop a strategy and instruct negotiators regarding Reserve at Hockett Gulch



**Town Board of Trustees
Tuesday, June 11, 2019
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO**

*This agenda and the meetings can be viewed at www.Townofeagle.org.
Times listed are approximate and are subject to change.*

TRUSTEES PRESENT

Scott Turnipseed
Kevin Brubeck, Mayor Pro Tem
Mikel "Pappy" Kerst
Andy Jessen

TRUSTEES ABSENT

Anne McKibbin, Mayor
Matt Solomon
Paul Witt

STAFF

Brandy Reitter, Town Manager
Matt Mire, Town Attorney
Bill Shrum, Assistant to the Town Manager
Jenny Rakow, Administrative Assistant
Carrie McCool Interim Town Planner
Jill Kane, Finance Director/Treasurer
Bryon McGinnis, Public Works Director
Joey Staufer, Police Chief
Erin Ivie, Assistant to Police Chief

6:00 PM - REGULAR MEETING CALLED to ORDER and ROLL CALL -

Mayor Pro Tem Brubeck noted that Trustee Solomon, Trustee Witt and Mayor McKibbin were absent.

ADOPTION OF AGENDA

There were no changes to the agenda.

PUBLIC COMMENT

Matt Scherr Eagle County Commissioner introduced himself and provided updates Eagle County initiatives.

OPEN PUBLIC HEARINGS OPEN PUBLIC HEARING - - Must be open for One Hour

Mayor Pro Tem Brubeck opened Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan - File #: AN17-01/ PUD18-01 and S18-02 and Reserve at Hockett Gulch Annexation, Planned Unit Development (PUD) and Site-Specific Development Plan (vesting of property rights) - File#: AN 18-01 and PUD18-02 at 6:07 p.m.

Town Attorney Matt Mire noted that with regard to Reserve at Hockett Gulch, the Board is being requested to table this item and not extend to a date certain. We are awaiting a full submittal before scheduling it again and will re notice this to the public. Staff needs the complete packet to review before being able to present to the Board.

MOTION: Trustee Andy Jessen motioned to Table Reserve at Hockett Gulch Annexation, Planned Unit Development (PUD) and Site-Specific Development Plan (vesting of property rights) - File#: AN 18-01 and PUD18-02. Motion was

seconded and Passed with a vote of 4 in favor and 0 opposed.

Public Comment: (UNK) stated he came to talk about Hockett Gulch Project. Mayor Pro Tem Brubeck stated the public notice for the next meeting will be posted for upcoming public comment. There was no information included tonight for discussion. A request was made for referendum information and (UNK) was directed to contact the Town Clerk.

TOWN MANAGER AND DEPARTMENT UPDATE

1. Town Manager Update

Brandy Reitter thanked public works, marketing and police for their effort on the Bonfire Block Party and Eagle Outside Festival. Updated the transition with community development and plans to interview two people on Friday. Announced that Jeremy's last day will be June 24th. Brandy is meeting with someone on Thursday for interim event contract. The position has been posted. Home Rule Roundtable is June 17th at 5:30 here at Town Hall. This will be opportunity to educate public on Home Rule. The river park water is high and there is some damage. Staff will assess this once the river comes down as it relates to budget. We will need to be creative on how to repair. There are Elevate Eagle events coming up in July. We are moving along on broadband and will have a franchise agreement to present next month.

2. Department Update

No Board Comments.

3. Lower Basin Water Treatment Plant Project Report

Bryon McGinnis stated that everything is moving along well. Will schedule another tour with Trustees. The project is on schedule.

CONSENT AGENDA

1. Minutes from May 28, 2019

2. Bill Pay for May 2019

MOTION: Trustee Andy Jessen motioned to Approve the Consent Agenda. Motion was seconded and Passed with a vote of 4 in favor and 0 opposed.

PUBLIC HEARINGS - QUASI JUDICIAL HEARING

1. Reserve at Hockett Gulch Annexation, Planned Unit Development (PUD) and Site-Specific Development Plan (vesting of property rights) - File#: AN 18-01 and PUD18-02. (*Requesting Continuance,*)

2. Tumbleweed Retail Special Use Permit - File#: SU19-03.

Mayor Pro Tem Brubeck opened the Public Hearing for File#SU19-03. Carrie McCool presented this item and noted that the Tumbleweed dispensary applicants are here to answer any questions.

Carrie provided the requirements for the standards for approval had been met, which included: The proposed use is consistent with the provisions of this Chapter and with the Town's; goals, policies and plans, and 2. The proposed use is compatible with existing and allowed uses surrounding or affected by the proposed use, and 3. Street improvements adequate to accommodate traffic volumes generated by the proposed use and in provision of safe, convenient access to the use and adequate parking are either in place or will be constructed in conjunction with the proposed use, as approved by the Town, and 4. The special conditions for specific uses, as provided in this Section, are met.

Staff provided feedback and input on the conditions for approval, which were suggested as follows: 1. Occupancy of the property for the approved use shall not be permitted prior to the issuance of State of Colorado Licenses for the references uses. 2. Upon issuance of licenses by the State of Colorado, Special Use Permit 13-11 shall become void. 3. The Chambers Avenue access shall not be permitted for exiting the property. 4. The Applicant shall apply for a building permit within one (1) year of this approval or the special use permit shall expire.

Tumbleweed architect Maggie Fitzgerald provided the board with an overview of the building, landscaping and parking. Maggie indicated the applicant had no concerns with the conditions staff recommended for approval.

Mayor Pro Tem Brubeck opened File#SU19-03 for public comment. There was no public comment.

Board Comments: confirmation that the stone yard special use permit would vacate with the issuance of this special use permit. Confirmation that only retail sales will be occurring at this location. Suggestion that the timeframe for building permit application be changed to three months from one year. Scott Schlosser representing the applicant agreed that would be acceptable.

a. Resolution 20-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving The Tumbleweed Retail Special Use Permit

MOTION: Trustee Turnipseed motioned to approve Resolution 20-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving The Tumbleweed Retail Special Use Permit with the amendment to the conditions to applicant would apply for building permit within three months. Motion was seconded and Passed with a vote of 4 in favor and 0 opposed.

3. Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan - File #: AN17-01/ PUD18-01 and S18-02.

Carrie McCool presented this item. Tonight, staff and the applicant wish to provide the Board with an update on the review process and outstanding issues. A number of submittal documents for this meeting were received just prior to the packet deadline and staff has not had adequate time to review. Staff reviewed all items that have been revised and are currently under review. Applicant is requesting direction and timing modifications to staff recommendations.

Applicant provided a presentation on the items they are seeking direction on. This included the fiscal impact analysis as it relates to public safety, the request for flexibly on construction timing of the Local Employee Residency Program and the applicant's proposal of cash in lieu which is lower than the County's per unit rate calculation, a request in variation of payment the impact fees associated with this development and timing of

open space dedication. Applicant provided comments that the variations are being requested for financing, economic conditions, concerns with public access to open space dedication parcels during construction, collateralization of all parcels to fund water and sewer installation and reasoning for reduced LERP cash in lieu offer.

Mayor Pro Tem Brubeck opened the public hearing on Reed Mountain Ranch Annexation, Planned Unit Development and Subdivision Sketch Plan for File# AN17-01, PUD17-01 and S18-02.

Markian Feduschak 004 Blue Grouse, addressed the Board regarding the land dedication for Walking Mountains Science Center and stated he is in support of this project.

Stan Kensinger 2753 East Haystack Drive addressed the Board as Chairman of the Business Advocacy Council and requested the Board compromise with the developer for approval. The residents from this development will contribute to the Town's sales tax revenue as will the tourists drawn to the river access this project provides.

Mick Daly 1843 E Haystack Drive referenced his email to the board and echoed his support for approval of this project.

Kraige Kinney 2677 Brush Creek stated he was in support of this project in principle but had concerns regarding the LERP requests and suggested the developer provide a letter of credit for the open space.

Steve MacDonald Avon stated this parcel is unique for the Town of Eagle and it should want it annexed as it is a well-planned development.

Mayor Pro Tem Brubeck closed public comment.

Board Comments: Matt Mire asked if the Board wished to hold the Executive Session as listed on the agenda, the Board declined the necessity to hold Executive Session. Board inquired about how the LERP number was calculated. Response was that it was an amount to offset the land costs per unit, not fully fund a housing unit. Developer indicated they are willing to build the units instead of offering cash in lieu.

Additional comments included timing of the LERP could be spread out based upon parcels and number of units on those parcels, instead of calculating them up front. Staff reiterated that the PUD Guide is the location where LERP requirements should be listed as the property could be sold and this requirement could get lost if it applied at some future date and not approved now. Applicant believed that it should be applied at development stage and would be 10% for each development permit applied for.

Applicant stated they were not disputing the impact fees or LERP units, only the timing of them. Board agreed spreading out the LERP during the development was acceptable. Impact fee timing was discussed, and staff and our code requires these be paid at application and not approval. Matt Mire believed the town may need an ordinance to address this issue more specifically for our code and to allow for payment to be made at permit, not application.

The Board agreed on request to split the transfer fee of 1% with .5% going to the Town. Applicant made comment that the open space dedication timing was critical for financing and would end the project if dedication cannot be delayed. A request for a date certain for dedication was requested and applicant agreed to a 10-year time limit.

Date for continuance was discussed, staff requested additional time to review the revisions submitted last week and the updates that will be generated from tonight's discussion. August 13 or 27 was suggested.

MOTION: Mayor Pro Tem Brubeck motioned to continue Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan - File #: AN17-01/ PUD18-01 and S18-02 until the July 23, 2019 Town Board Meeting. Motion was seconded and Passed with a vote of 4 in favor and 0 opposed.

CLOSE PUBLIC HEARINGS Mayor Pro Tem Brubeck closed the public hearing for Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan - File #: AN17-01/ PUD18-01 and S18-02. (8:25 p.m.)

OLD BUSINESS

1. Resolution No. 30, A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving A Construction Contract With Horizon Roofing, Inc. For The Replacement Of The Waste Water Treatment Plant Roof *(Roll Call Vote Required)*

Bryon McGinnis presented this item.

MOTION: Trustee Turnipseed motioned to Approve Resolution No. 30, A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving A Construction Contract With Horizon Roofing, Inc. For The Replacement Of The Waste Water Treatment Plant Roof. Motion was seconded and Passed with a roll call vote of 4 in favor (Jessen, Brubeck, Turnipseed and Kerst) and 0 opposed.

NEW BUSINESS

1. Ordinance 13-2019 An Emergency Ordinance Of The Board Of Trustees Of The Town Of Eagle, Colorado Renumbering Certain Chapters In Title 9 Regarding Public Peace, Safety And Morals *(Roll Call Vote Required)*
Town Attorney Matt Mire stated this Ordinance references a codification issue that needs to be corrected.

MOTION: Trustee Turnipseed motioned to Approve Ordinance 13-2019 An Emergency Ordinance Of The Board Of Trustees Of The Town Of Eagle, Colorado Renumbering Certain Chapters In Title 9 Regarding Public Peace, Safety And Morals. Motion was seconded and Passed with a roll call vote of 4 in favor (Jessen, Brubeck, Turnipseed and Kerst) and 0 opposed.

BOARD DISCUSSION AND FUTURE AGENDA ITEMS

1. TBOT Mini Retreat Agenda for June 26, 2019
Brandy Reitter requested input from the Board to finalize the agenda for the June 26, 2019 Town Board retreat. Currently we plan to discuss updates on strategic plan and budget items. Trustee Turnipseed requested to discuss



**Town Board of Trustees
Tuesday, July 23, 2019
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO**

MINUTES OF MEETING

6:00 PM - REGULAR MEETING CALLED to ORDER and ROLL CALL

TRUSTEES PRESENT

Anne McKibbin, Kevin Brubeck, Matt
Solomon, Andy Jessen, Mikel, Kerst,
Scott Turnipseed, Paul Witt

STAFF

Brandy Reitter, Town Manager
Matt Mire, Town Attorney
Bill Shrum, Assistant to the Town Manager
Jenny Rakow, Town Clerk
Carrie McCool, Interim Town Planner/Comm Dev Director
Kelly Huitt, Finance
Bryon McGinnis, Public Works Director
Deron Dircksen, Utilities Manager
Dawn Koenig, Community Development Administrative Assistant

ADOPTION OF AGENDA

There were no changes to the agenda.

PUBLIC COMMENT

Roxie Deane, made request for additional funding of \$3,000.00 for the Community Table event. The Town and MEAC have contributed \$500 each.

Board Discussion took place regarding contingency funding available, which was estimated at \$5000.00. Board supported the request and determined \$3,000.00. was appropriate.

MOTION: Trustee Kevin Brubeck motioned to Approve the request of \$3,000.00 to Our Community Table Event. Motion was seconded and Passed with a vote of 7 in favor (Solomon, Jessen, Brubeck, Kerst, McKibbin, Turnipseed and Witt) and 0 opposed. (Roll call vote was taken)

CONSENT AGENDA

1. Minutes - July 9, 2019

MOTION: Trustee Andy Jessen motioned to Approve the Consent Agenda. Motion was seconded and Passed with a vote of 6 in favor, 0 opposed and one Abstain (Witt).

PRESENTATION

1. 2018 Audit Presentation, Roger Maggard

Roger Maggard presented this item. The outcome of the audit was that the Town's books and records were in excellent working order. Additionally, Balance sheet accounts were reconciled, revenues and expenses were properly classified, and all transactions were adequately explained. We noted good awareness and compliance with sound business practices and controls, and no unusual adjustments to the financial records were necessary. We commend the Town's management and administration on its attention to detail and the Board's involvement and oversight in overall operations.

MOTION: Trustee Matt Solomon motioned to Accept the 2018 Audit as presented and direct the Town's auditor to send to the State of Colorado. Motion was seconded and Passed with a vote of 7 in favor and 0 opposed.

2. MWH, Michael Harmon - Lower Basin Water Treatment Plant Update

Michael Harmon presented his update.

TOWN MANAGER AND DEPARTMENT UPDATE

1. Town Manager Update

Brandy Reitter reviewed her report. Update on THOR was discovered that CDOT will let us use conduit in the roundabouts. This should result in a significant decrease in costs.

Board Comments: Requested how much THOR will cost the Town after grants. Brandy provided the following answer: Meet Me Center would be a onetime cost of \$238,488.00, there would be a monthly charge of \$7900.00 per month. We intent to use the Holy Cross Community Enhancement funding towards THOR in the amount of approximately \$168,00.00 which will further offset these costs. Further reduction could take place with new access point by using CDOT location in the roundabouts.

The leasing of the remaining office space at Old Town Hall is being considered for the Vail Art Guild.

2. River Park Update, John Usery NV5

John Usery updated the Board regarding the change order being requested for approval.

a. Change Order Number 010 in the amount of \$64,512.76 to Hobbs Excavating and Trucking *Roll call vote required*

MOTION: Trustee Andy Jessen motioned to Approve Change Order Number 010 in the amount of \$64,512.76 to Hobbs Excavating and Trucking. Motion was seconded and Passed with a vote of 7 in favor (Solomon, Jessen, Brubeck, Kerst, McKibbin, Turnipseed and Witt) and 0 opposed. (Roll call vote was taken)

3. Town Board Mini Retreat Summary

Board Comments: Requested to clarify comment regarding staff being honest about their capacity and what can be accomplished in a reasonable amount of time.

PUBLIC HEARINGS - QUASI JUDICIAL HEARINGS

1. Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan - File #: AN17-01/ PUD18-01 and S18-02. *Request for continuance to the September 24, 2019 Town Board Meeting*

Mayor McKibbin opened File# Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan - File #: AN17-01/ PUD18-01 and S18-02 at 6:59 pm.

Mayor McKibbin stated the applicant has requested to speak to the Board regarding items they are interested in negotiating as part of this project.

Applicant provided the board with points needed for direction. The list included Open Space Conveyance Proposal, Vested Property Rights Proposal, Transfer Assessment Covenant Proposal and LERP Proposal.

Mayor McKibbin opened the Public Hearing. There was no public comment.

Public Hearing was closed at 7:10 p.m.

EXECUTIVE SESSION

1. **MOTION: Trustee Anne McKibbin motioned to Adjourn the Regular Meeting and enter into EXECUTIVE SESSION: To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) as it relates to Red Mountain Ranch Annexation and File#'s: AN17-01, PUD 18-01 and S18-02. Roll call vote required. Motion was seconded and with a vote of 7 in favor and 0 opposed. (7:10 p.m.)**

Meeting Resumed at 8:15 p.m.

Mayor McKibbin stated to applicants that staff will be in touch regarding the requests and proposals made tonight.

MOTION: Trustee Anne McKibbin motioned to continue Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan - File #: AN17-01/ PUD18-01 and S18-02. Motion was seconded and Passed with a vote



**Town Board of Trustees
Tuesday, September 24, 2019
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO
MEETING MINUTES**

*This agenda and the meetings can be viewed at www.Townofeagle.org.
Times listed are approximate and are subject to change.*

CALL TO ORDER - 6:00 PM

TRUSTEES PRESENT

Anne McKibbin, Andy Jessen, Mikel, Kerst, Scott
Turnipseed, Kevin Brubeck

TRUSTEES ABSENT

Matt Solomon and Paul Witt

STAFF

Brandy Reitter, Town Manager
Robert C. Huss, Town Attorney
Bill Shrum, Assistant to the Town Manager
Jenny Rakow, Town Clerk
April Kroner, Town Planner/Comm Dev Director
Kelly Huitt, Finance
McGinnis, Public Works Director
Joey Stauffer, Police Chief

ROLL CALL *Mayor or Mayor Pro Tem will indicate for the record which members are absent.*

Board Members Matt Solomon and Paul Witt were noted absent from tonight's meeting.

ADOPTION OF AGENDA *Opportunity for amendment or deletions to this evenings agenda.*

Mayor McKibbin noted that two items were added to Board Items and Future Agenda Items, which included discussion of school resource officer and the toy drive request for funding.

PUBLIC COMMENT *Citizens are invited to comment on any item not on the Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person per topic unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to sign in.*

Mayor McKibbin opened Public Comment for items not on tonight's agenda, there was no public comment.

PRESENTATIONS *Presentations are limited to 5 minutes. Invited presentations are limited to 10 minutes if prior arrangements are made with the Town Clerk.*

Mayor McKibbin opened Land Use Files AN17-02, PUD18-01 and PPFP19-01 at 6:01 p.m.

1. Katherine Correll, Downtown Colorado Inc. Speaking about DCI conducting a Community Assessment in the Town of Eagle.

Katherine Correll was present for this item and provided the Town Board with the community assessment taking place this week in Eagle. DCI has been working with Eagle since the beginning of this year. After this assessment, there will be an action plan developed to move forward and will be providing this by end of October.

CONSENT AGENDA *Consent agenda items are routine Town business, items which have received clear direction previously from the board, final land use file documents after the public hearing has been closed, or which do not require board deliberation. (5 Minutes)*

MOTION: Trustee Kevin Brubeck motioned to Approve the Consent Agenda. Motion was seconded and Passed with a vote of 4 in favor and 0 opposed and one abstain

1. Minutes
No Board Comment.

STAFF REPORTS *The Town Manager, Department Staff or consulting partners prepare and provide internal updates to the Board.*

No Board Comment.

1. Town Manager Update
Brandy Reitter presented her report. There were no Board Comments

BUSINESS ITEMS *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the Board.*

1. PUBLIC HEARING/QUASI JUDICIAL HEARING: Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Preliminary Plan / Final Plat

April Kroner presented this item. There has been a replatting and an easement issue with the State of Colorado that will need to be addressed. Staff is requesting to table this file indefinitely. We will renote this file for next public hearing.

Mayor McKibbin opened this item for public comment. (6:19 p.m.)

Tom Cartwright, Knapp Ranch West Lake Creek, stated he owns a farm ranch and opened up the hoop house a year and a half ago here in Eagle. Knapp Ranch wants to attach itself with Red Mountain Ranch with food and restaurant amenities. We feel this would be great vision for Eagle. Dan Godec encouraged the Town Board to consider the proposal as it is good for Town of Eagle. Requested that it move forward expeditiously so they can break ground in April. There was no further public comment.

- a. EXECUTIVE SESSION: Mayor or Trustee is requested to make a motion to hold an executive session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) as it relates to Red Mountain Ranch.

MOTION: Mayor Anne McKibbin motioned to hold an executive session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) as it relates to

Red Mountain Ranch. Motion was seconded and Passed with a vote of 5 in favor and 0 opposed. (6:30 p.m.) Mayor McKibbin resumed the regular meeting at 7:05 p.m.

MOTION: Mayor Anne McKibbin motioned to Table Indefinitely Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Preliminary Plan / Final Plat; File #'s: AN17-02, PUD18-01 and PFP19-01. Motion was seconded and Passed with a vote of 5 in favor and 0 opposed.

2. Violet Lane Water Line: Pay Application No.5 in the amount of \$166,283.92 to Hobbs Excavating and Trucking, LLC (Roll Call Vote Required)

Bryon McGinnis was present for this and had nothing further to add. Brandy Reitter thanked Bryon and Deron for their hard work on this project.

MOTION: Trustee Kevin Brubeck motioned to Approve Violet Lane Water Line: Pay Application No.5 in the amount of \$166,283.92 to Hobbs Excavating and Trucking, LLC. Motion was seconded and Passed with a vote of 5 in favor (Jessen, Brubeck, Kerst, McKibbin, and Turnipseed) and 0 opposed.

BOARD DISCUSSION AND FUTURE AGENDA ITEMS

Trustee Brubeck reminded everyone about the Alzheimer's Walk this coming Saturday at 10 am at the Pavilion.

Mayor McKibbin stated that next Wednesday is the Fall Eagle Vision 2020.

Town Clerk reminded the Board that the Community Impact Award still needs one vote to determine the winner.

1. Meeting Dates for Remainder of 2019

Brandy Reitter stated that due to the schedule over the holidays, the second meetings in November and December likely need to be canceled. Staff would also like the board to consider a potential special meeting date if needed for Town business prior to end of the year. Board indicated they would like a poll to determine dates.

MOTION: Trustee Anne McKibbin motioned to Approve canceling the November 26 and December 24, 2019 Town Board Meetings. Motion was seconded and Passed with a vote of 5 in favor and 0 opposed.

2. ECHS Grant Application and support letter, Chambers Park Barn

Mayor McKibbin stated that Kathy Heicher has asked for a letter of support for a grant. Mayor is asking for support from the board to sign. Board agreed Mayor could sign letter.

3. Building a Better Colorado reports from statewide community meetings

No Board Comment.

4. School Resource Officer Funding

Brandy stated that Trustee Solomon requested this item. We did approach the School District for contribution for the officer position and they were open to cost sharing for that position. They stated the position is only needed part time, therefore, we would do a 50/50 split based upon hours, that would include benefits. This is a 2020 budget item.

5. Toy Drive 2019 Funding Request

EXHIBIT N:
RMR Filing 5, Final Plat
Application dated July 17,
2020
(ATTACHED)



TOWN OF EAGLE
COMMUNITY DEVELOPMENT
200 BROADWAY • PO BOX 609 • EAGLE, CO 81631
PHONE: 970-328-9655 • FAX: 970-328-9656
www.townofeagle.org

LAND USE & DEVELOPMENT APPLICATION

Pursuant to the Land Use & Development Code, Title 4

ZONING REVIEW	DEVELOPMENT REVIEW	SUBDIVISION REVIEW
☐ Special Use Permit	☐ Minor Development Permit	☐ Concept Plan
☐ Zoning Variance	☐ Major Development Permit	☒ Preliminary Plan
☐ Rezoning		☒ Final Plat
☐ Temporary Use Permit	PLANNED UNIT DEVELOPMENT (PUD) REVIEW	☐ Lot Line Adjustment
☐ Amendment to Zone District Regulations	☐ PUD Zoning Plan	☐ Condominium / Townhouse
☐ Encroachment Permit	☐ PUD Development Plan	☐ Minor Subdivision

PROJECT NAME Red Mountain Ranch
PRESENT ZONE DISTRICT EC Resource PROPOSED ZONE DISTRICT PUD
(if applicable)

LOCATION

STREET ADDRESS SEE ATTACHED PLAT FOR ADDRESSES

PROPERTY DESCRIPTION

SUBDIVISION SEE ATTACHED TITLE REPORT LOT(S) _____ BLOCK _____
(attach legal description if not part of a subdivision)

DESCRIPTION OF APPLICATION/PURPOSE SEE ATTACHED NARRATIVE DESCRIPTION

APPLICANT NAME Red Mountain Ranch Partnership LLP PHONE 970 471 4224

ADDRESS 232 West Meadow Drive Vail CO EMAIL _____

OWNER OF RECORD SEE TITLE REPORT PHONE _____

ADDRESS _____ EMAIL _____

REPRESENTATIVE* _____ PHONE _____

ADDRESS _____ EMAIL _____

*A representative must submit an affidavit or power of attorney signed by the property owner of record authorizing the representation

APPLICATION SUBMITTAL ITEMS:

The following submittal materials must be submitted in full before the application will be deemed complete (please check all items that are being submitted):

- ☒ Applicable fees and deposits.
- ☒ Project Narrative, describing the project, its compliance with any applicable review criteria, any impacts to the surrounding area, and any other relevant information.
- ☒ Surrounding and interested Property Ownership Report (see project specific checklist for more information).
- ☒ Proof of Ownership (ownership & encumbrance report) for subject property.
- ☒ Site Plan, drawn to scale and depicting the locations and boundaries of existing and proposed lots and structures.
- ☐ Project specific checklist.

FEES AND DEPOSITS:

See Eagle Municipal Code Section 4.03.080

1. Application fees shall be paid in full at the time of the filing of the application and unless paid, the application shall not be deemed complete. All fees are nonrefundable.
2. As described in Eagle Municipal Code § 4.03.080, third-party consultants may be necessary for the review and processing of applications. These costs ("pass-through costs") must be paid by the applicant. If pass-through costs are expected, the applicant must pay a deposit at the time the application is filed. If at any time the deposit does not fully cover the pass-through costs, the applicant must pay another subsequent deposit before the Town will continue processing the application.
3. The Town may withhold the recording of any Subdivision Final Plat or Development Plan or the signing of any Resolution or Ordinance until all pass-through fees are paid in full.
4. Within 30 days of approval or denial of an application, any remaining deposit shall be returned to the applicant. If an application is withdrawn, any remaining deposit shall be returned to the applicant within 60 days.

I have read the application form and certify that the information contained herein is correct and accurate to the best of my knowledge. I understand that it is my responsibility to provide the Town with accurate information related to this application. I UNDERSTAND THAT FILING AN APPLICATION IS NOT A GUARANTEE THAT THE APPLICATION WILL BE APPROVED.

Signature

07172019

Date

FOR OFFICE USE ONLY

DATE RECEIVED _____	BY _____	FILE NUMBER _____
REVIEW FEE _____	DATE PAID _____	RECEIVED BY _____
DATE CERTIFIED COMPLETE _____	BY _____	
P&Z HEARING DATE _____	DECISION _____	
BOT HEARING DATE _____	DECISION _____	

EXHIBIT O:
RMR Filing 5, Final Plat
dated September 15, 2020
(ATTACHED)

FINAL PLAT

RED MOUNTAIN RANCH FILING 5

A PARCEL OF LAND IN SECTIONS 26, 27, 33, AND 34 | TRACTS 58,
59, AND 70, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH. P.M.
TOWN OF EAGLE - COUNTY OF EAGLE - STATE OF COLORADO

beginning at a point on the south line of Highway 6 right of way and subject property; thence departing said south line S 73°54'09" E, 166.16 feet; thence N 83°53'51" E, 164.57 feet; thence N 03°16'32" E, 207.75 feet; thence N 88°53'49" E, 1444.68 feet; thence N 00°03'48" E, 1304.45 feet; thence N 89°56'08" E, 1452.88 feet; thence N 01°26'49" E, 410.52 feet to the approximate centerline of the Eagle River; thence along said approximate centerline of the Eagle River S 74°05'42" E, 61.00 feet; thence N 89°29'45" E, 168.06 feet; thence N 60°21'13" E, 237.26 feet; thence N 41°29'08" E, 382.43 feet; thence N 36°38'50" E, 287.00 feet; thence S 47°37'56" E, 301.83 feet; thence N 53°45'25" E, 221.64 feet; thence S 56°24'52" E, 306.49 feet; thence N 67°43'57" E, 484.77 feet; thence S 85°00'54" E, 131.72 feet; thence S 75°53'38" E, 341.87 feet; thence N 83°57'06" E, 341.07 feet; thence N 71°13'40" E, 310.58 feet; thence N 57°40'11" E, 499.51 feet; thence N 42°33'26" E, 259.34 feet; thence N 32°48'52" E, 262.87 feet; thence N 21°21'29" E, 271.70 feet; thence N 18°01'29" E, 171.02 feet; thence N 38°30'11" E, 154.44 feet; thence N 52°40'07" E, 201.11 feet; thence departing said approximate centerline of the Eagle River N 26°50'41" W, 63.81 feet to the south line of Highway 6 right of way; thence along said south line of Highway 6 right of way S 63°08'01" W, 393.72 feet; thence in a southwesterly direction with a non-tangent curve turning to the left with a radius of 11410.00 feet, having a chord bearing of S 61°05'01" W and a chord distance of 816.31 feet, having a central angle of 04°06'00" and an arc length of 816.48 feet; thence S 59°02'01" W, 2572.80 feet; thence in a southwesterly direction with a tangent curve turning to the left with a radius of 2242.00 feet, having a chord bearing of S 42°41'01" W and a chord distance of 1262.26 feet, having a central angle of 32°42'00" and an arc length of 1279.56 feet; thence S 26°20'11" W, 267.31 feet to the Point of Beginning - Containing 106.194 acres more or less

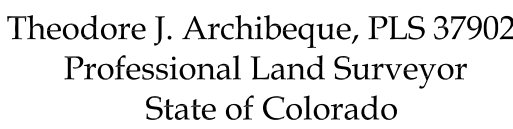
Notary Public

12) EAGLE RIVER COMMERCIAL LLC, RED MOUNTAIN RANCH PARTNERSHIP LLLP, and GRIFFITH DEVELOPMENT LLC, for itself, its successors and specific assigns, hereby create common access easements over, under, above, across and through those parts of Parcel 1, Parcel 4 and Parcel 6, inclusive, that are designated hereon as "Access Easement" for the benefit of the adjoining properties of each that are designated as "Access Easement", for both pedestrian and vehicular, and passage upon, across and over such access easements.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon. Additionally, this document is prepared for the sole purpose of use by the parties stated herein. The improvements are generally situated as shown and only apparent (visible at the time of fieldwork) improvements and encroachments are noted.

Declarations or Protective Covenants are filed as Reception No. _____

EXECUTED this _____ day of _____, A.D. 20____



INFO@PROLANDSURVEY.COM

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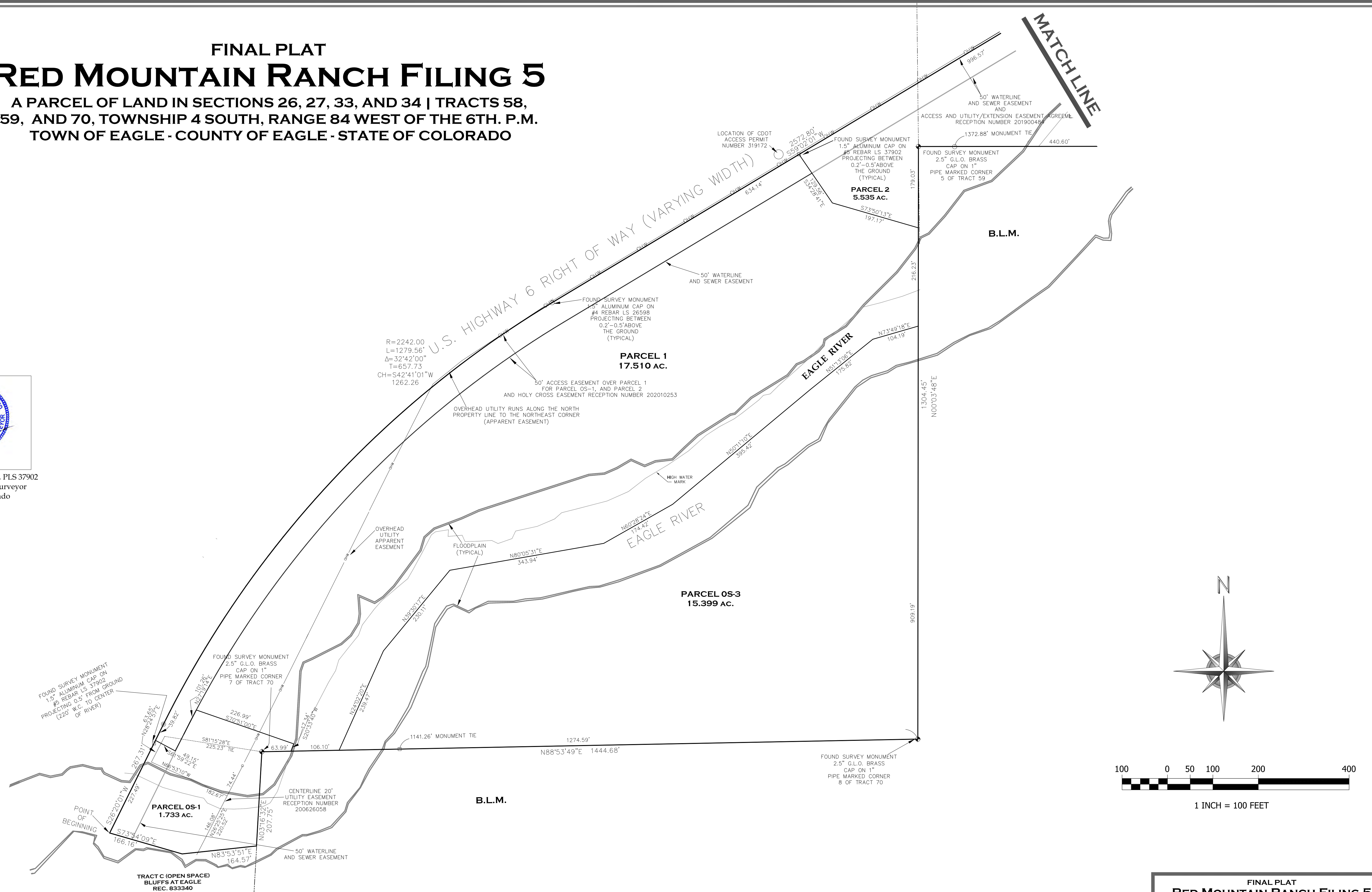
FINAL PLAT

RED MOUNTAIN RANCH FILING 5

A PARCEL OF LAND IN SECTIONS 26, 27, 33, AND 34 | TRACTS 58,
59, AND 70, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH. P.M.
TOWN OF EAGLE - COUNTY OF EAGLE - STATE OF COLORADO



Theodore J. Archibeqe, PLS 37902
Professional Land Surveyor
State of Colorado



Archibeque Land Consulting, Ltd
 ~ Professional Land Surveying & Mapping ~
 115 Broadway - P.O. Box 3893 Eagle, Colorado 81631
 970.328.6020 Office 970.328.6021 Fax
INFO@PROLANDSURVEY.COM

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FINAL PLAT

RED MOUNTAIN RANCH FILING 5

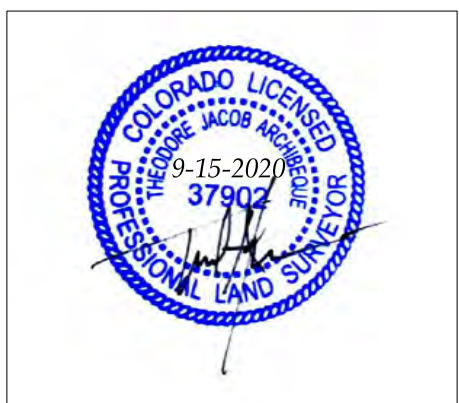
A PARCEL OF LAND IN SECTIONS 26, 27, 33, AND 34 | TRACTS 58, 59, AND 70, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH. P.M.
TOWN OF EAGLE - COUNTY OF EAGLE - STATE OF COLORADO

DRAWN BY: TJA SHEET OF 4	DRAWING NAME: 16109_FP_RM-F5.dwg DATE: 9-15-2020 CHECKED BY: DDM
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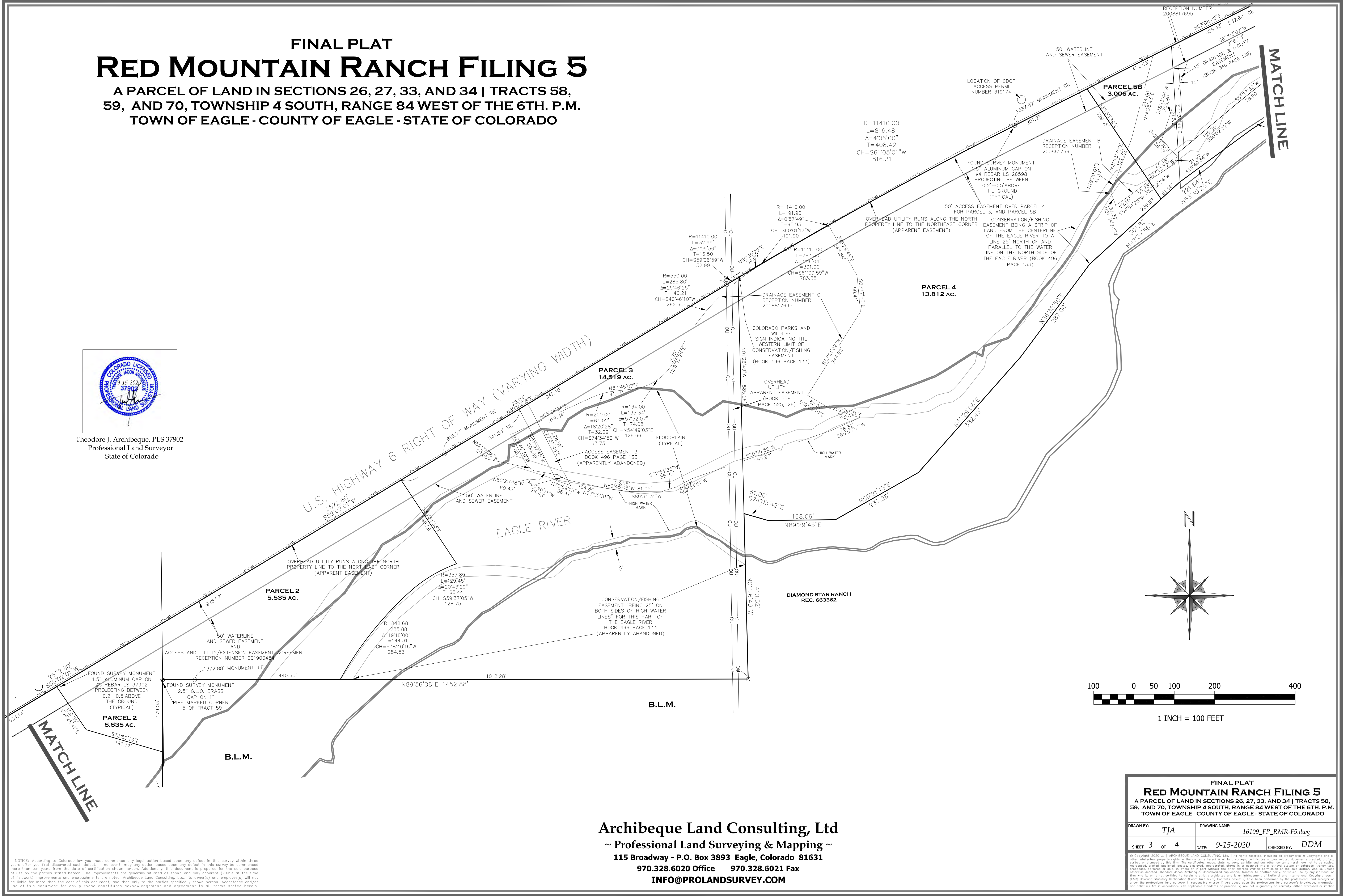
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FINAL PLAT
RED MOUNTAIN RANCH FILING 5

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Theodore J. Archibeque, PLS 37902
Professional Land Surveyor
State of Colorado

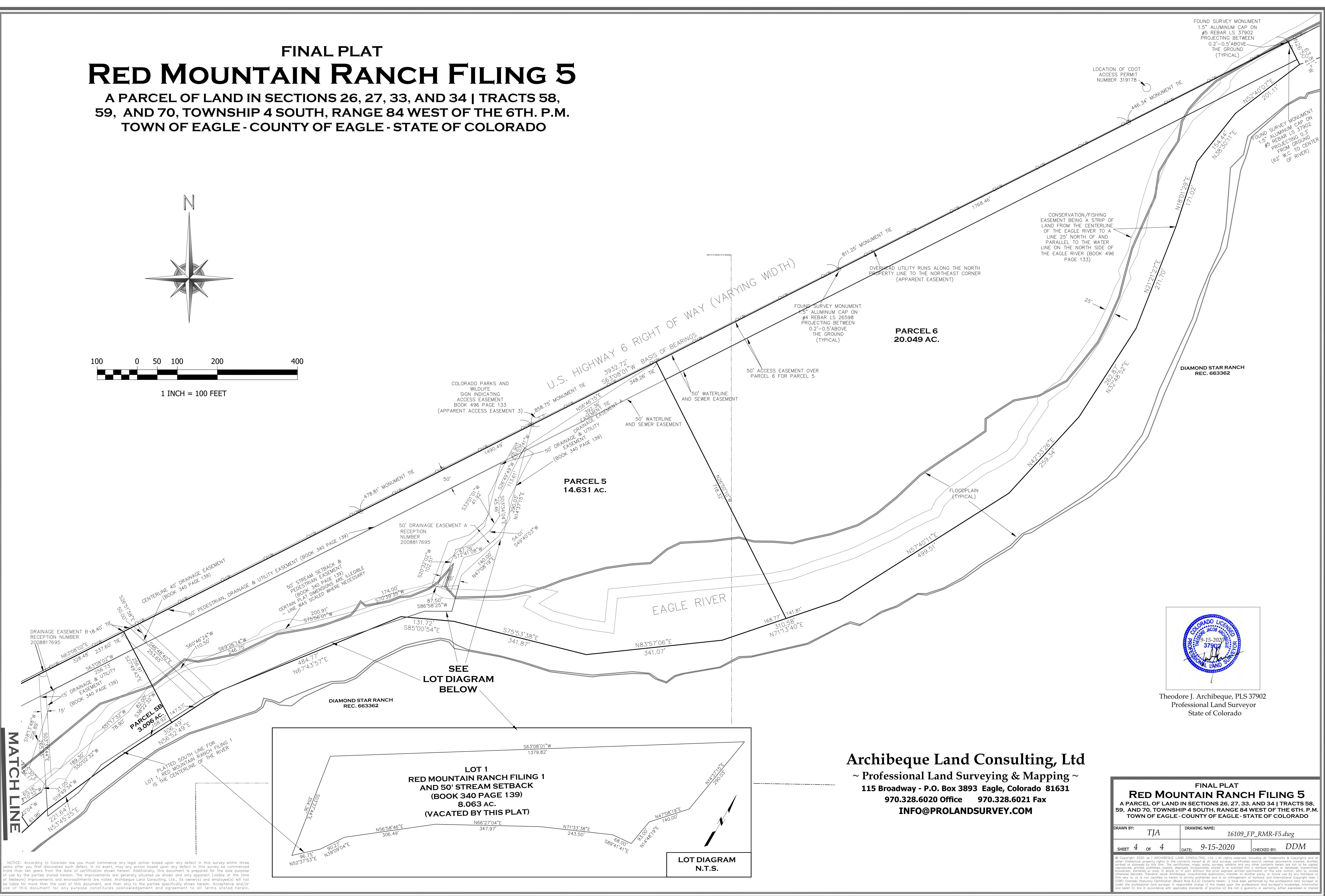
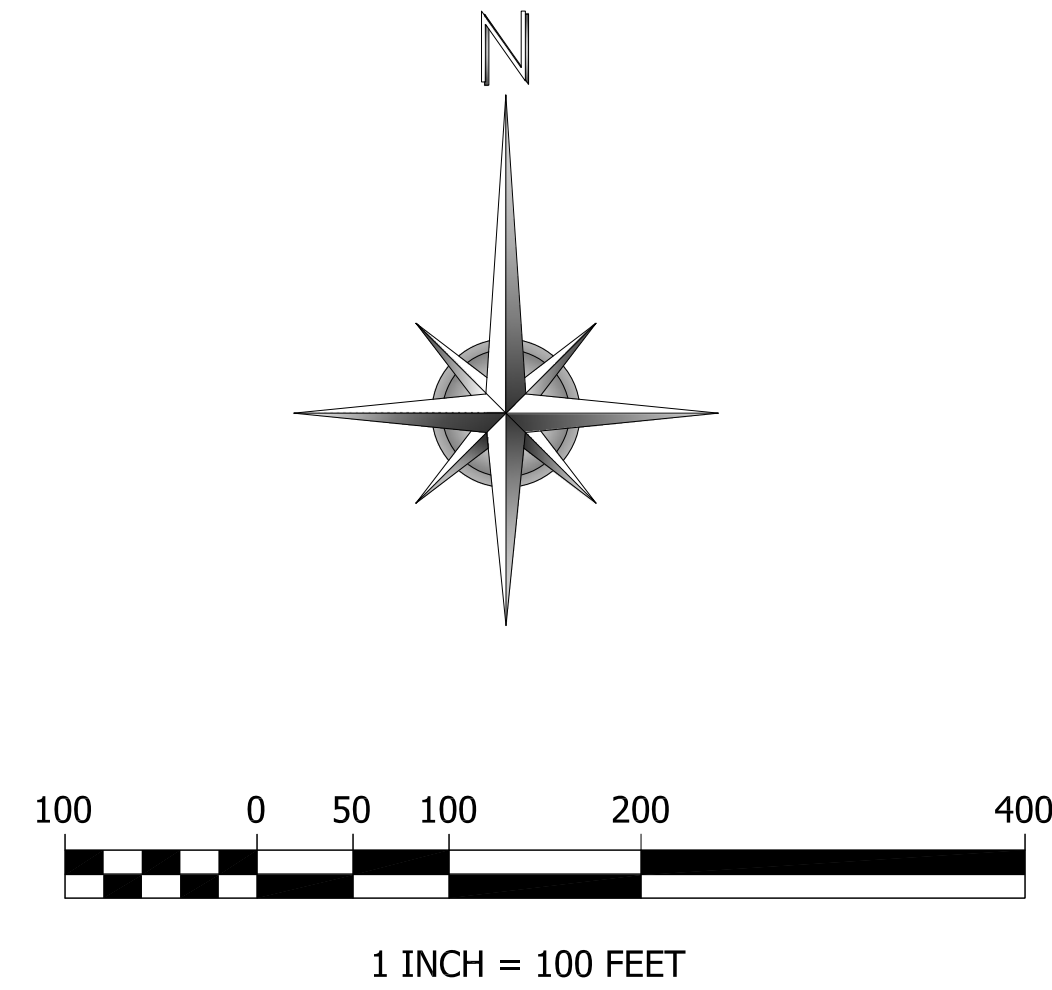


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~ Professional Land Surveying & Mapping ~
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970.328.6020 Office 970.328.6021 Fax
INFO@PROLANDSURVEY.COM

FINAL PLAT			
RED MOUNTAIN RANCH FILING 5			
A PARCEL OF LAND IN SECTIONS 26, 27, 33, AND 34 TRACTS 58, 59, AND 70, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH. P.M. TOWN OF EAGLE - COUNTY OF EAGLE - STATE OF COLORADO			
DRAWN BY:	TJA	DRAWING NAME:	16109_FP_RMR-F5.dwg
SHEET	3 OF 4	DATE:	9-15-2020
		CHECKED BY:	DDM
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SHEET	4	OF	4
DATE:	9-15-2020	CHECKED BY:	DDM
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**EXHIBIT P:
RMR Subdivision Filing 5,
Final Plat Planning and
Zoning Commission Staff
Report dated April 21, 2020
(ATTACHED)**



CERTIFICATE OF RECOMMENDATION

TO: Planning and Zoning Commission

FROM: Department of Community Development

DATE: April 21, 2020

PROJECT: Red Mountain Ranch Subdivision Filing 5, Final Plat

FILE NUMBER: PP/FP19-01

APPLICANTS: Red Mountain Ranch Partnership, LLLP, Eagle River Commercial, LLC, and Griffin Development, LLC

LOCATION: Approximately 106 acres on the east end of the town boundaries, south of Highway 6, north of the Eagle River

CODE: Chapter 4.12 – Subdivision Review

ZONING: (Existing) Resource (R) in Unincorporated Eagle County; Proposed Annexation and Planned Unit Development in the Town of Eagle

EXHIBITS: A: Application and Narrative
B: Red Mountain Ranch Subdivision Filing 5, Final Plat

PUBLIC COMMENT: No public comments received as of April 16, 2020.

STAFF CONTACT: Carrie McCool, Contract Planner

REQUESTS: Request for concurrent Preliminary Plan/Final Plat to subdivide the 106.194-acre property of land into seven (7) parcels.

BACKGROUND

On February 13, 2018, the Board of Trustees passed a resolution finding the Annexation Petition for Red Mountain Ranch to be in substantial compliance with Section 31-12-107(1) C.R.S. The annexation application was accompanied by a request to zone the property to Planned Unit Development (PUD) to allow a maximum of 153 dwelling units of various types, limited commercial uses, public and trails, open space/ park areas to be located along the Eagle River. The property is accessed by Highway 6 to the north and bounded by the Eagle River to the south and is currently zoned Resource in unincorporated Eagle County. Highway 6 is under the jurisdiction of Colorado Department of Transportation (CDOT) wherein the applicant has secured access permits to ensure each parcel has adequate and safe access.

The Planning and Zoning Commission considered the Red Mountain Ranch PUD, Site-Specific Development Plan, Subdivision Sketch Plan, and Community Plan Exception Request at the February 19, 2019, regular meeting and recommended approval with conditions. On March 5, 2019, the Planning and Zoning Commission considered the Subdivision Sketch Plan and recommended approval with conditions.

After the Planning and Zoning Commission public hearing, it was discovered that a portion of the property was previously platted. Further, the applicants acknowledged their intent to collateralizing the property in order to fund the required infrastructure improvements. In order to ensure the parcels are free and clear of all liens and encumbrances, the applicant is re-platting the entire property to create nine parcels to align with the seven planning areas in the PUD as well as create two open space parcels in Planning Area 1 (OS-1 and OS-3) and a 3-acre public park (Parcel 5B) to be designated as fee simple parcels for future dedication to the town. This 5th filing of Red Mountain Ranch does not propose any development and does not include the design of any improvements. No roads, utilities, development lots, or blocks are proposed or requested for review and approval with this subdivision.

PROJECT SUMMARY

The applicant, Merv Lapin on behalf of Red Mountain Ranch Partnership, LLLP, Eagle River Commercial, LLC, and Griffin Development, LLC, proposes concurrent processing of a preliminary plan and final plat to subdivide 106.194 acres into nine parcels to accommodate a mixed-use development on the east end of the town boundaries, south of Highway 6, north of the Eagle River.

The nine parcels would accommodate four residential (mixed unit types) planning areas, two commercial planning areas, one public parcel (Parcel 5B), two open space parcels (OS-1, OS-2) to be dedicated to the Town of Eagle for parks and open space and 1.4 acres of land within Parcel 3 to be dedicated to a non-profit entity to accommodate an environmental education center. Existing easements, including the Colorado Parks and Wildlife Conservation easement, are depicted on this plat. Existing and proposed utility and drainage easements, as well as new access easements, are depicted along the Highway 6 frontage. Since no development is proposed, no right-of-way will be dedicated.



Figure 1: Vicinity Map

STANDARDS FOR APPROVAL

Subdivision Final Plat

Section 4.12.020.C of the Municipal Code outlines the requirements for Final Plat review and approval in the Town of Eagle. Per the Municipal Code, staff, the Planning and Zoning Commission, and the Town Council shall review the Final Plat to determine conformance with the approved Preliminary Plan and requirements for subdivision final Plat.

Staff finds that the proposed Final Plat is in compliance with the town's Subdivision regulations subject to the recommended conditions listed later in this staff report.

REVIEW OF STANDARDS

Subdivision Final Plat

Per Section 4.12.020.C, the purpose of the final plat is to complete the subdivision of land consistent with the technical standards as an instrument for recording. Staff has reviewed the Preliminary Plan/Final Plat per the requirements of Section 4.12.020.C.2.f of the Town's Municipal Code. Staff finds the following:

- The plat was prepared by a registered surveyor.
- The technical preparation of the plat is in general compliance with the requirements for bearings, lengths, monuments of record, and error thresholds.
- The plat includes the various pieces of information required by the town code including legal description and project information, and acreages of various tracts and lots
- The plat does not create new streets but depicts existing streets
- The plat includes the various certifications and title blocks for the signatories per plat recording requirements; however, staff has noted technical revisions that need to be addressed prior to recordation. Staff has included a condition of approval for the Commission's consideration.

Staff Review

The Town's Engineer or surveying consultant compared the legal description of the subject property with the County records and confirmed that:

- The property described contains all contiguous single ownership;
- The lots and parcels have descriptions which both close and contain the area indicated; and
- The plat is correct in accordance with surveying and platting standards of the State.

Subdivision Design, Improvements and Dedication

Below is an analysis of conformance with the relevant requirements of Chapter 4.13 of the Municipal Code.

Lot and Block Design (Sec. 4.13.070)

Each lot in a development is designed to provide adequate, readily accessible building site for a structure devoted to the intended use of the land. Specifically:

- Each parcel has a minimum of 25 feet of frontage on a dedicated public street and allows vehicular access from a public street.
- Lots and blocks will be designed to afford the maximum solar access to each building site at time of Development Permit or re-subdivision.
- Lot sizes will be in conformance with applicable planned unit development regulations at the time of Development Permit or re-subdivision.

Drainage (Sec. 4.13.050)

The submitted drainage report summarizes off-site and on-site drainage conditions and considerations and outlines the guidelines that will be used to design sustainable and Low Impact Design (LID) drainage mitigation measures for each area that meet the intent of the River Corridor Plan. All existing drainage easements have been depicted on the final plat document. Public Works/Engineering Staff is addressing all utility, grading, and drainage considerations to be incorporated into the Annexation and Development Agreement, which will be considered by Town Council.

School Land Dedication (Sec. 4.13.080)

The Annexation and Development Agreement states the Developer shall pay cash-in-lieu of conveyance of school lands in accordance with Code Sec. 4.13.080 D, as amended.

Streets and Alleys (Sec. 4.13.090)

The proposed plat creates non-developable parcels. The layout and design, construction, street lights, and maintenance of the streets will be addressed at time of Development Permit or re-subdivision.

Easement (Sec. 4.13.100)

All existing easements are depicted on the plat. Access and a 50' water line and sewer easements are depicted on the plat.

Access (Sec. 5.13.120)

The subject property abuts Highway 6, which is under the jurisdiction of CDOT. The applicant has secured access permits from CDOT and dedicated a 50-foot access easement along the entire frontage of Highway 6 to ensure each parcel has adequate and safe access.

Water Distribution (Sec. 13.140) and Wastewater Collection (Sec. 4.13.150)

Development is prohibited on the property until connection to the Town of Eagle municipal water and wastewater system or the developer proposes a reliable alternative.

Dedications, General (Sec.4.13.180)

The purpose of this plat is to ensure that future dedication of land and easements are free and clear of all liens and encumbrances. The developer has agreed to convey parcel OS_1 and OS-3 to the Town by special warranty deed within 30 days after issuance of the first Development Permit for Planning Area 1, or within ten (10) years of the Effective Date of the Annexation and Development Agreement, whichever occurs first. Parcel 5B slated for a public park will be conveyed to the Town by special warranty deed within 30 days after issuance of the first Development Permit for Planning Areas 4, 5, or 6, or within ten (10) years of the Effective Date of the Annexation and Development Agreement, whichever occurs first.

Municipal and Park Land Dedication (Sec. 4.13.190)

Final municipal and park land dedication requirements will be met at the time of the first Development Permit of the respective planning areas where development is contemplated or within ten (10) years of the Effective Date of the Annexation and Development Agreement (see above).

Impact Fees

The Developer has agreed to pay all impact fees (street improvement, fire department, public safety, and others).

Adequate Public Facilities

Since this plat does non-developable parcels, a determination of adequate public facilities will be required at the time of Development Permit or re-subdivision that creates individual build-able lots.

PUBLIC NOTICE AND COMMENTS

The public hearing was publicly noticed in accordance with the applicable public notification requirement of the Eagle Land Use and Development Code. No public comment has been received.

STAFF RECOMMENDATION

Staff recommends **approval** of the Red Mountain Ranch Subdivision Filing 5, Final Plat **with the following condition**:

1. Final technical redlined comments from Town Planner, Town Engineer, and Town Attorney shall be addressed prior to final plat recordation.

PLANNING & ZONING COMMISSION

1. Questions of Staff and/or Applicant
2. Public Comment
3. Deliberations

PLANNING AND ZONING COMMISSION POTENTIAL MOTIONS

Below are the Planning and Zoning Commission options related to Red Mountain Ranch Subdivision Filing 5, Final Plat PP/FP19-01:

1. I find the application substantially meets the standards for approval, and move to **APPROVE** the final plat with no conditions.
2. I find the application substantially meets the standards for approval, and move to **APPROVE** the final plat with the following condition(s) of approval:

<insert conditions of approval>

3. I find that the applicant has not provided sufficient information to review the application per the standards for approval and move to **CONTINUE** the request for final plat approval to the next regularly scheduled meeting.
4. I find that the application does not substantially meet the standards for approval and move to **DENY** the final plat.

**EXHIBIT Q:
RMR Subdivision Filing 5,
Final Plat Planning and
Zoning Commission Meeting
Minutes dated April 21, 2020
(ATTACHED)**



MINUTES
Planning & Zoning Commission
Tuesday, April 21, 2020
6:00 PM

ON-LINE MEETING

This agenda and the meetings can be viewed at www.Townofeagle.org.

PUBLIC WIFI - TOEG – townofeagle2019

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1.
 - Virtual Meeting Procedure
 - Register in advance for this meeting;
 - Registration URL: https://zoom.us/meeting/register/uJcrc-2qrliGlho87VDj7M_OUVBYvu8-g
 - Public comments can be made when the Chair opens the public comment. Please prompt through Zoom to raise your hand and you will be called on when it is your turn.
 - All public meeting attendees will be muted during the meeting unless the Chair or meeting facilitator invites them to speak live during the meeting.
 - Meetings are recorded and will be published on the Town's web page
 - For technical difficulties please email Bill.Shrum@townofeagle.org and we will do our best to assist you.

6:00 PM - REGULAR MEETING CALLED TO ORDER

Chair Matthew Hood called the meeting to order at 6:01pm.

COMMISSIONERS PRESENT

Robert Townsend, Lani Webb, Jesse Gregg,
Matthew Hood, Charlie Perkins, Kyle Hoiland,
Brent McFall, Bill Nutkins

STAFF

Chad Phillips – Community Development Director
Angie Kyle - Administrative Tech II
Jessica Lake - Planner I
Peyton Heitzman – Planner I

Commissioner comment that he does not believe that the requirements for a variance have been met in application. Would be receptive to a future application with a greater setback. Not in support of request.

Commissioner commented does not see where the conditions have been met. Using the existing shed as a historical factor is not a valid argument. If the applicant comes back with an alternate setback, he may be more in favor.

Commissioner commends applicant for her willingness to make the property attractive. After reviewing packet and comments, it is hard to support the requested variance.

Commissioner said that this application needs to fit the code as much as possible.

Other Commissioners were in agreeance of the others that they are not in favor of this variance requested.

Staff recommends tabling this decision based on the comments on:

- Relocation of the log structure
- Alley access
- Reduction of the 12" space between garage and shed

Applicant Schumaker is willing to work with staff to present it revisions back to the commission.

MOTION: COMMISSIONER BRENT MCFALL MOTIONED TO TABLE THIS DECISION AND PRESENT THE APPLICATION AT THE NEXT MEETING ON MAY 5TH, 2020. MOTION WAS SECONDED BY COMMISSIONER KYLE HOILAND AND PASSED WITH A VOTE OF 8 IN FAVOR AND 0 OPPOSED.

2. Project: Red Mountain Ranch Preliminary Plan/Final Plat
File # PPFP19-01
Applicant: Red Mountain Ranch Partnership, LLP
Eagle River Commercial, LLC
Griffin Development, LLC
Location Approximately 106 acres on the east end of the Town boundaries, south of Highway 6, north of the Eagle River.
Staff Contact: Carrie McCool - Contract Planner
Request: Request for concurrent Preliminary Plan/Final Plat to subdivide the 106.194 acre property of land into seven (7) parcels.

Carrie McCool presented the Project description and background.

McCool informed the Commissioners that there was one public comment that was received from Patrick Adler, who presented red lines to the following: access easement along HWY 6 Corridor does not accommodate the roundabout and that the 1.4 acre parcel dedicated to a non-profit education center was not identified.

Rick Pylman, with Pylman & Associates, Inc., commented that the dedicated parcel was dropped out of Area Plan 7, the eastern part, because of utilities. They took that out of the development plan. He mentioned that when they start the annexation, they will dedicate some of the parcels to the TOE.

Q&A

Commissioner commented that looking at the parcels and the open space on the PUD plan, it looks like the parcel extended to the north side of the river, on the final plat it looks like it extends to the center part of the river. Pylman informed the Commission that there are two open space parcels, the one on the south side of the river is dedicated to the Town of Eagle, the one in the center to the north will be zoned open space and owned by HOA.

Commissioner commented that with Parcel 5, he found an old Plat, in the mid-1980s, there was a parcel that was platted through Eagle County, under the same ownership but as a separate parcel that included the 50 ft. setback. This plan vacates the old plat.

Commissioner questioned that because the PUD has changed, are they going to come back with a PUD amendment for the PUD guide for the commission to review for approval. McCool informed that the applicant would address this when the application goes to Town Council. She informed the Commission that back in February and March in 2019, there were set conditions of zoning the final plat, and the applicant included them in the revised application that will be presented to Town Council. This is the 5th filing of Red Mountain Ranch. The Commission then asked if they are going to revisit the final PUD. McCool informed him that the next step is for the PUD to be reviewed and go to the Town Council.

PUBLIC COMMENT:

Chair Hood opened public comment at 7:52pm and to raise your hand in the zoom meeting to be called upon.

Patrick Adler, with Trinity Red Eagle Development, presented to the Commission the Exhibit A site plan that was recorded. He addressed that it illustrates the roundabouts,

and a lot of work has been done by Eagle River Station. This has been recorded and Red Mountain Ranch has to abide. In Parcel 3, it talks about a nature education center being dedicated to a nonprofit group. The roundabout is taking up a big chunk of this piece of property. Things that have been figured out have not been incorporated in final plat. He is requesting the commission to table this to address the things that have been planned.

Chair Hood closed public comment at 8:00pm.

Commissioner questioned Red Development if these comments were valid? McCool said that they are vested rights.

Commission asked if Adler's comments, in terms of roundabouts were correct. McCool said that the document that Adler presented is based on two landowners' agreement. As land development happens, McCool said that there are annexation, zoning, and platting processes. The applicant has worked hard with the neighbors. They were trying to engage the neighbor to the north and how to accommodate any roundabouts that CDOT would require, McCool said that this project is just not there yet.

Commissioner Charlie Perkins recused himself from voting.

MOTION: COMMISSIONER BRENT MCFALL MOTIONED TO APPROVE THE REQUEST FOR CONCURRENT PRELIMINARY PLAN/FINAL PLAT TO SUBDIVIDE THE 106.194 ACRE PROPERTY OF LAND INTO SEVEN (7) PARCELS. MOTION WAS SECONDED BY COMMISSIONER BILL NUTKINS AND PASSED WITH A VOTE OF 8 IN FAVOR AND 0 OPPOSED.

3. Project: Talon Flats Minor Development Permit
File # DR20-01
Applicant: Bryan Desmond, Venture Associates, LLC
Location 1203 Capital Street/761 Sylvan Lake Road
Staff Contact: Carrie McCool - Contract Planner
Request: Minor Development Permit approval for a mixed-use building with 1,264 square feet of retail space; 1,014 square feet of office space; and twenty (20) residential rental units.
McCool informed that this project has received approval from Eagle Ranch Development Review Board.

The Town of Eagle standard if for the Fire Department to review the sprinkler and alarm when available. The infrastructure served by town existing construction has been approved; There is a deed restricted requirement however it is not under the Eagle County LERP program. Eagle Ranch was annexed in 1999, and, in the agreement.

EXHIBIT R:
RMR Title Commitment
dated August 24, 2020
([LINK](#))

EXHIBIT S:
Request to Delay of Final
Consideration from RED
dated May 21, 2020
(ATTACHED)

May 21, 2020

Carolynne C. White
Attorney at Law
303.223.1197 tel
303.223.0997 fax
cw hite@bhfs.com

VIA EMAIL AND REGULAR MAIL

Town of Eagle
200 Broadway | P.O. Box 609
Eagle, CO 81631

RE: Red Mountain Ranch Partnership, LLLP ("RMR") Annexation, Planned Unit Development, and Preliminary Plan/Final Plat Application (the "Application") with the Town of Eagle (the "Town") – Request for Delay of Final Consideration

Dear Council Members:

This firm represents Trinity Red Eagle Development, LLC ("RED"), the owner of the property adjacent to RMR. RMR's Application with the Town includes property along Eagle River and Highway 6 (the "Property"). With this letter, we set forth a summary of RED's comments on RMR's Application, focusing specifically for purposes of this letter on the Preliminary Plan/Final Plat Application, for the consideration of the Town Council and for the record.

We ask the Town to delay final consideration of the Application until outstanding issues with respect to the Property can be resolved. If the Town approves the current Application without resolution of the issues, the Town would be approving a final plat based on incomplete and in some cases incorrect information about the Property. The Town also would be sanctioning development that cannot comply with the Final Plat Red Mountain Ranch Filing 5 (the "Final Plat"). Furthermore, the Town's approval would be inconsistent with procedural requirements in the Code of Ordinances of the Town (the "Code"). This letter explains each of the issues in greater detail.

Background and History

RED and RMR admittedly have a lengthy and complex history in the Town. While much of the history between the two parties is unrelated to the Application, some of it does have a direct impact on the Application. The principal transaction between these parties is the purchase and sales contract entered into by RED and RMR in 2005, amended by the Fourth Amendment to Agreement of Sale in 2008 (the "Amendment"). A Memorandum of Agreement (the "MOA") attached hereto as **Exhibit A-1** was recorded with the Clerk and Recorder of Eagle County on August 21, 2008.

The Amendment imposed several post-closing legal obligations on RED and RMR with respect to the Property. In the Amendment, RMR agreed to convey Tract A and Tract B for roundabout right-of-way and related purposes within 10 days of request by RED, one roundabout on Tract A and one roundabout on Tract B. A depiction of Tract A and Tract B is attached hereto as **Exhibit A-2**. Construction of these roundabouts never began due to a variety of obstacles, including economic repercussions of the 2008 recession. Also, certain of RED's vested rights associated with the development it planned to construct on the property purchased from RMR, Eagle River Station ("ERS"), ultimately expired. However, what is

relevant for purposes of the Application is that the Amendment expressly stated that RMR's obligation with respect to Tract A and Tract B was ongoing. In other words, RMR's obligation to convey Tract A and Tract B for roundabout right-of-way and related purposes remains intact even though vested rights for ERS may have expired.

RMR also agreed to encumber a portion of RMR's property with a permanent drainage easement (the "Drainage Easement") attached hereto as Exhibit B. The Drainage Easement was recorded with the Clerk and Recorder of Eagle County on August 21, 2008. Like RMR's obligation to convey Tract A and Tract B to RED or dedicate the same, the Drainage Easement in favor of RED remains in place regardless of the status of entitlements for ERS.

In 2017, RMR submitted the Application to the Town to begin the approval process required to develop its Property. In 2019, RMR approached RED with potential alternative highway access points. RED responded by explaining that these proposed access points were infeasible because of previously-negotiated railroad crossings on the southern boundary of ERS. RED requested additional information from RMR, which RMR did not provide. Without following-up with RED to provide, RMR apparently approached Colorado Department of Transportation to secure alternative access points for the Property, and, based on the erroneous assumption that RED would not work with RMR regarding alternative highway access points, submitted this Application.

As part of its Application to the Town, RMR provided the Town with (1) application materials that fail to incorporate or acknowledge RMR's ongoing obligation with respect to Tract A and Tract B as memorialized in the MOA, and (2) a Final Plat depicting development that RMR cannot execute because the proposed nature center is located within property earmarked for a roundabout and the Drainage Easement. Finally, (3) one of the access points depicted on the Final Plat is impacted by another roundabout.

Approving a Deficient Application

First, if it were to approve the current Application prior to the resolution of these outstanding issues, the Town would be approving an application that conflicts with clearly delineated Code requirements which could expose the Town to legal liability. For reasons unknown to RED, the title reports submitted by RMR with its Application fail to identify the MOA. This omission conflicts with Code requirements. Specifically, Section 4.12.020.A.2.d of the Code requires a current title commitment dated no more than 30 days from the date of the sketch plan application; Section 4.12.020.B.2.d requires a current title commitment dated no more than 30 days from the date of the preliminary plan application; and Section 4.12.020.C.2.d requires a current title commitment dated no more than 30 days from the date of the sketch plan application. (We note that the final plat application in Section 4.12.020.C.2.d requires a current title commitment dated no more than 30 days from the date of the *sketch plan application*, but believe that the section more accurately should require a current title commitment dated no more than 30 days from the date of the *final plat application*.)

Because the MOA was properly recorded with the Clerk and Recorder of Eagle County in 2008, long before submission of the sketch plan application, the preliminary plan application, and the final plat application, the title commitment provided by RMR to the Town was not current, and therefore does not comply with the Code. Further, it is demonstrably and incontrovertibly incorrect in its omission of this key document. A current and accurate title commitment is required as part of a subdivision application to ensure that the development furthers the health, safety, and general welfare of Town residents. Without a title commitment including the MOA, the Application does not permit the Town to accurately gauge the development's potential impacts on the Town, its population, its services and facilities, its environment, its character, its existing and potential land uses, and its economy as required by Section 4.12.030 of the Code.

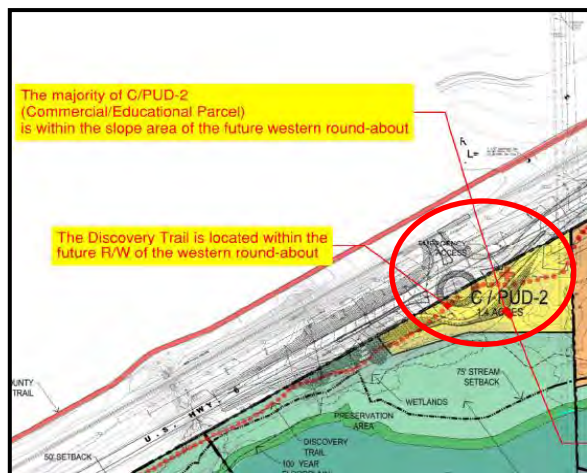
Moreover, if the Town were to approve the Final Plat based on this title commitment, which it knows to have omitted key documents showing a conflict with the property lines and development shown on the plat, it could expose the Town to a variety of claims that the Town acted unlawfully. For this reason alone, the Town should hesitate in approving RMR's Application without resolution of the outstanding issues. However, as explained below, several additional reasons exist why the Town should not approve the Application without such resolution.

Impossible Final Plat

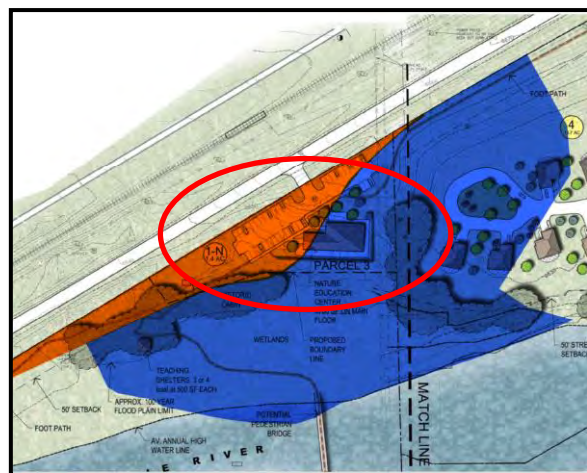
Second, by approving the Application without resolution of the outstanding issues presented by the MOA, the Town would be approving the Final Plat, a document with which RMR's proposed land uses cannot possibly comply. That the Town was not party to the MOA does not impact its effectiveness. One of the principal purposes of recording documents in the real property records is to provide notice to all parties of existing enforceable obligations that run with the land. One reason a current title commitment is required with subdivision applications is to ensure municipalities and counties are aware of all the existing legal obligations and rights of way affecting a property, prior to their approval of new, potentially conflicting, legal obligations and rights of way for the same property. Such a conflict clearly exists here.

The Final Plat depicts a 1.4-acre commercial/educational parcel (C/PUD-2), the entirety of which is encumbered with Tract A (per the MOA), and the Drainage Easement (see the right image below). These encumbrances impact RMR's proposed nature/educational center. We understand the nature/educational center is of importance to the Town in furtherance of its goals related to economic development and connection to open space. However, RMR has promised RED and the Town different uses for the exact same property. As the depictions below demonstrate, the nature/educational center building cannot coexist with the roundabout and Drainage Easement in Tract A.

Tract A

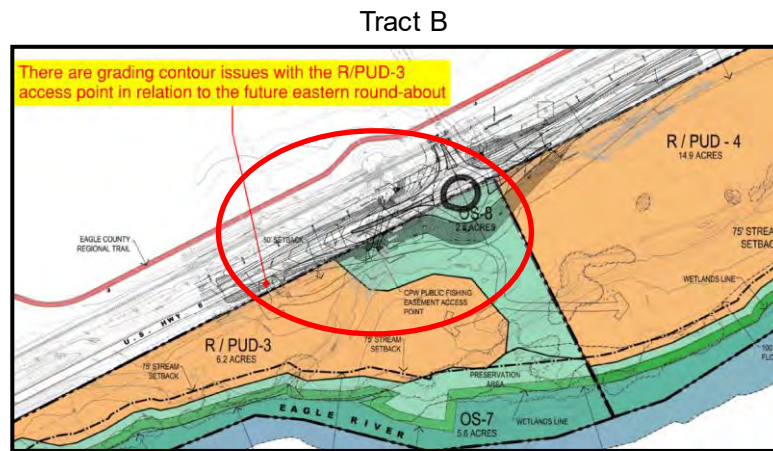


Conflict between the roundabout's grading and construction on the C/PUD-2 parcel



Conflict between the Drainage Easement and the nature center

Nor can the access point promised for RMR Parcel R/PUD-3 coexist with RMR's obligation to convey Tract B for a roundabout and related purposes.



Conflict between the roundabout's grading and RMR's access point

While we understand that the Town is not a party to the MOA and its enforcement is not part of the Town's regulatory authority, it is equally clear that the reason the Town, like all jurisdictions with subdivision approval authority, requires a current and complete title commitment to be submitted as part of a subdivision application, is to ensure that the subdivision, if approved, does not create conflicts, create undevelopable parcels, or parcels without proper access or utilities. If the Town were to approve the Final Plat in this situation, it would be creating such a conflict.

Because there is no possible way RMR can comply with its obligations under both the Amendment and the Application without agreement between RED and RMR, RMR's current Application cannot stand, and the Town must delay it until these outstanding issues have been resolved.

Procedural Concerns

Third, by approving the Application as it currently stands, the Town would not be following the Code's procedures for a final subdivision plat. Although the Code permits the Town's Planning Commission to waive certain submittal requirements for the sketch plan application and the preliminary plan application under certain circumstances, the Code does not permit such waiver for submittal requirements for a final plat application. Code § 4.12.020.D. Therefore, the Town cannot merely ignore the fact that the Final Plat application does not contain (1) a current title commitment showing all matters of title and (2) the extensive list of submittal materials required under Section 4.12.020.C of the Code. Per the Town Planner's testimony at the April 21, 2020 Planning and Zoning hearing, it is unclear what documents are still part of RMR's Application, and in the absence of clarity, it is difficult to tell if the Application is compliant with the Code. The Town should make public a checklist of what is required and why certain requirements were waived. Only then can a truly objective determination be made about the Application.

Should the Town approve the Application without clarity on what requirements are part of the Application, it would, in effect, be granting RMR a waiver from the requirements of the final plat application submittal, and overriding RMR's recorded contractual obligations. Therefore, the Town cannot lawfully approve the Application under these facts.

Conclusion

RED respectfully requests that the Town refrain from approving and delay further consideration of the Application until these and other outstanding issues with respect to the Property are resolved. A decision by the Town without resolution would create yet another obstacle to the development of RED's property, and would almost certainly result in approximately 100 acres of undeveloped property within the Town, if not permanently, at least for a very long time. Notwithstanding RMR's mischaracterization of RED's position with respect to the alternative highway access points, RED remains willing and able to participate in whatever conversations are necessary to achieve resolution.

Thank you for the opportunity to comment on the Application.

Sincerely,

A handwritten signature in black ink, appearing to read "Carolynne C. White". The signature is fluid and cursive, with the first name being the most prominent.

Carolynne C. White

Exhibit A-1

4

When recorded, return to:
Eagle Development, Inc.
c/o Katz Law Firm
J. Richard Crawford, Esq.
435 Nichols Road, Suite 200
Kansas City, MO 64112

MEMORANDUM OF AGREEMENT

Notice is hereby given that Eagle Development, Inc., a Colorado corporation ("EDI") and Red Mountain Ranch Partnership, LLLP, a Colorado limited liability limited partnership ("RMR"), have entered into a certain Fourth Amendment to Agreement of Sale (the "Fourth Amendment") dated August 20, 2008, which includes certain provisions regarding the future conveyance of the land legally described in Exhibit A, attached hereto (individually an "RMR Tract" and collectively the "RMR Tracts"). Interested parties are directed to consult with EDI and RMR concerning the affect of the Fourth Amendment on the RMR Tracts. The terms of this Memorandum shall expire upon the conveyance or dedication of each RMR Tract as to the RMR Tract so conveyed or dedicated pursuant to the terms of the Fourth Amendment.

IN WITNESS WHEREOF, this Memorandum of Agreement has been executed as of the 20 day of August, 2008.

(Signatures on following page)

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EAITE
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"RMR"

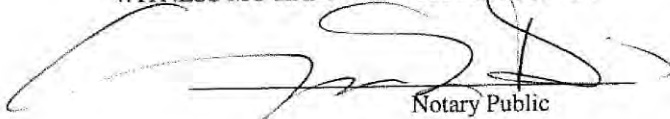
Red Mountain Ranch Partnership,
LLLP, a Colorado limited liability
limited partnership

By: Mervyn Lapin
Mervyn Lapin, General Partner

STATE OF Colorado)
) ss
COUNTY OF Eagle)

The above and foregoing document was acknowledged before me this
20th day of August, 2008, by Mervyn Lapin as general partner of Red
Mountain Ranch Partnership, LLLP, a Colorado limited liability limited partnership.

WITNESS MY HAND AND OFFICIAL SEAL.


Notary Public

My commission expires: _____

Michelle L. Dickman
NOTARY PUBLIC
STATE OF COLORADO

My commission expires 08/21/2008

K:\RED\Eagle, CO\Closing\Memo of Contract\Memo-02.doc

"EDI"

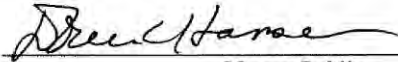
Eagle Development, Inc., a Colorado corporation:

By: 
Dan Lowe, President

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

The above and foregoing document was acknowledged before me this 13 day of Aug, 2008, by Dan Lowe as President of Eagle Development, Inc., a Colorado corporation.

WITNESS MY HAND AND OFFICIAL SEAL.



Notary Public

DOREEN C. HANSEN

Notary Public-Notary Seal

My commission expires

STATE OF MISSOURI

Jackson County

My Commission Expires: Oct 28, 2011
Commission # 07384893

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EXHIBIT A

NORTH I-70 INTERCHANGE LAND

A parcel of land located within Tracts 58 and 62, Section 27, Township 4 South, Range 84 West of the Sixth Principal Meridian, according to the Supplemental Plat of the Independent Resurvey thereof accepted in the U.S. Surveyor General's Office, June 20, 1922, Eagle County, Colorado, with the bearings described hereon based on a bearing of S89°54'19"E for the 1 - 2 line of said Tract 62 between Corner No. 1 and Corner No. 2 of said Tract 62, both being a 2 1/2" GLO brass caps on 1" iron pipe, found in place, said parcel being more particularly described as follows:

Beginning at a point from which said Corner No. 1 of Tract 62 also being Corner No. 2 of said Tract 58 bears N50°31'16"W, 372.82 feet; thence N87°23'28"E, 595.77 feet; thence S82°43'35"E, 577.05 feet to a point on the northerly right-of-way of Interstate 70 (I-70); thence along said northerly right-of-way line the following two (2) courses:

- 1) S77°08'41"W, 981.93 feet;
- 2) along a non-tangent curve to the left having a length of 1213.70 feet, a radius of 5879.57 feet, a tangent of 609.02 feet, a delta of 11°49'39" and a chord of 1211.55 feet that bears S71°13'56"W;

thence departing said northerly right-of-way N51°41'52"E, 267.66 feet; thence N56°06'22"E, 875.64 feet to the Point of Beginning. Said parcel containing 8.158 acres, more or less.

AND

TRACT A

A parcel of land located in Tract 59, Section 33 and 34, Township 4 South, Range 84 West of the Sixth Principal Meridian, County of Eagle, State of Colorado, being a portion of the land described in Book 327 at Page 290, with the bearings described herein based on a bearing of S89°52'27"W for the 3 - 4 line of said Tract 59, Corner No. 3 being a 2 1/2 inch GLO brass cap on 1 inch iron pipe, found in place and Corner No. 4 being a 2 1/2 inch aluminum cap on 2 1/4 inch aluminum pipe, PE\PLS #23089, found in place, said parcel of land being more particularly described as follows:

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Beginning at a point on the southerly right-of-way line of Highway 6 and 24, from which said Corner No. 3 of said Tract 59 bears N13°03'47"W, 297.70 feet; thence departing said southerly right-of-way line the following seven (7) courses:

- 1) S55°44'50"W, 34.69 feet;
- 2) along a curve to the left having a length of 285.80 feet, a radius of 550.00 feet, a tangent of 146.21 feet, a delta of 29°46'23" and a chord of 282.60 feet that bears S40°51'38"W;
- 3) S25°58'26"W, 2.79 feet
- 4) along a curve to the right having a length of 135.34 feet, a radius of 134.00 feet, a tangent of 74.08 feet, a delta of 57°52'09" and a chord of 129.66 feet that bears S54°54'31"W;
- 5) S83°50'35"W, 41.51 feet;
- 6) along a curve to the left having a length of 64.03 feet, a radius of 200.00 feet, a tangent of 32.29 feet, a delta of 18°20'33" and a chord of 63.75 feet that bears S74°40'18"W;
- 7) S65°30'02"W, 596.03 feet

to a point on said southerly right-of-way line; thence along said right-of-way line N59°02'29"E, 1008.77 feet; thence along a curve to the right having a length of 117.34 feet, a radius of 11410.00 feet, a tangent of 58.67 feet, a delta of 0°35'21" and a chord of 117.34 feet that bears N59°20'10"E to the Point of Beginning. Said parcel containing 1.175 acres, more or less.

AND

EAGLE RIVER STATION
TRACT B

A parcel of land located in Tract 58 and 59, Section 27, Township 4 South, Range 84 West of the Sixth Principal Meridian, County of Eagle, State of Colorado, being a portion of the land described in Book 327 at Page 290; Book 340 at Page 139; and Book 378 at Page 880, with the bearings described herein based on a bearing of S89°52'27"W for the 3 - 4 line of said Tract 59, Corner No. 3 being a 2 1/2 inch GLO brass cap on 1 inch iron pipe, found in place and Corner No. 4 being a 2 1/2 inch aluminum cap on 2 1/4 inch aluminum pipe, PE\PLS #23089, found in place, said parcel of land being more particularly described as follows:

Beginning at a point on the southerly right-of-way line of Highway 6 and 24, from which said Corner No. 3 of Tract 59 bears S70°05'26"W, 2212.63

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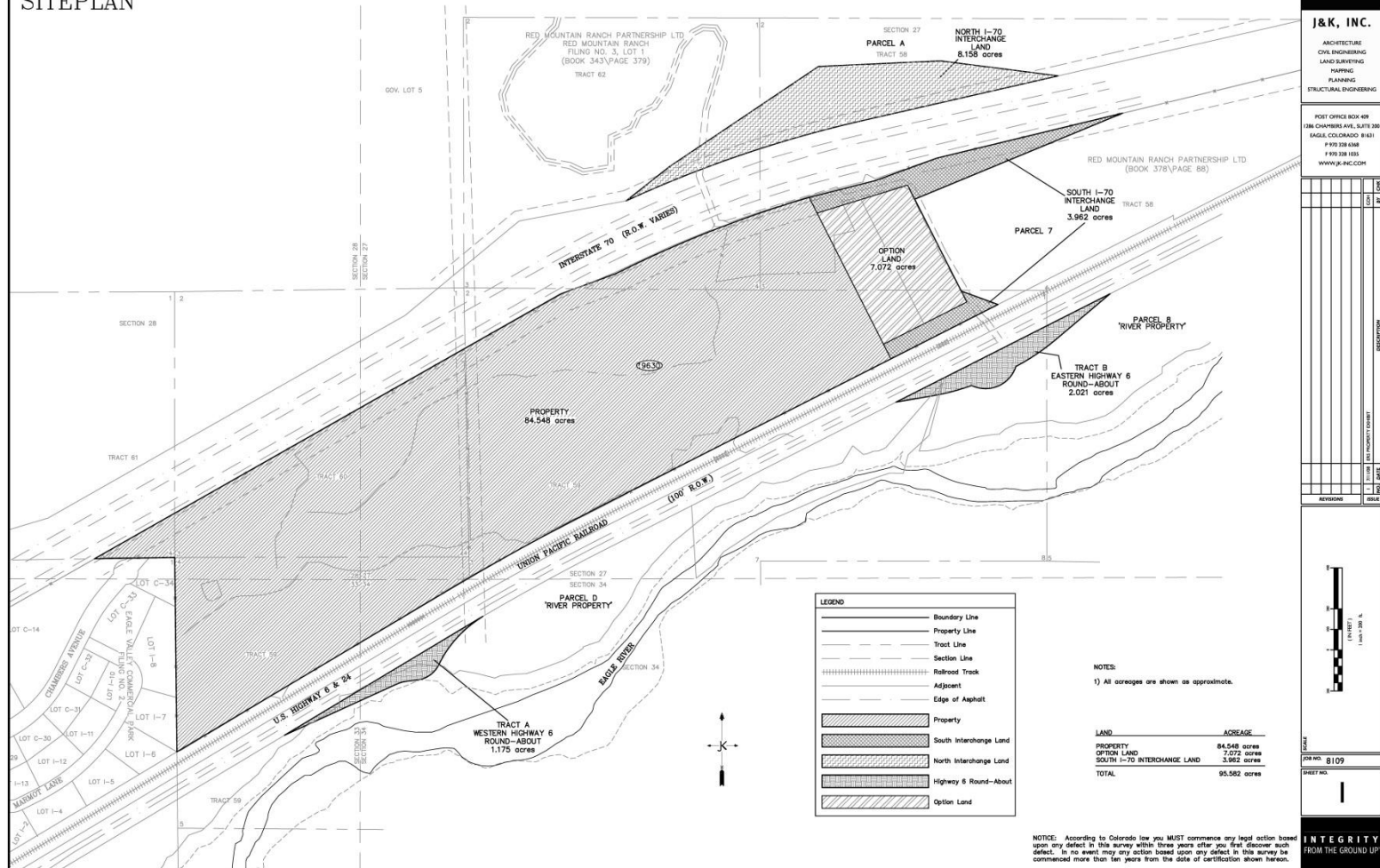
feet; thence along said right-of-way line N63°08'29"E, 1168.55 feet; thence departing said southerly right-of-way line the following five (5) courses:

- 1) S49°50'09"W, 345.81 feet;
- 2) along a curve to the right having a length of 235.19 feet, a radius of 1100.00 feet, a tangent of 118.04 feet, a delta of 12°15'01" and a chord of 234.74 feet that bears S55°57'39"W;
- 3) along a non-tangent curve to the right having a length of 265.10 feet, a radius of 155.00 feet, a tangent of 178.29 feet, a delta of 97°59'42" and a chord of 233.95 feet that bears S66°43'15"W;
- 4) along a non-tangent curve to the right having a length of 190.31 feet, a radius of 1100.00 feet, a tangent of 95.39 feet, a delta of 09°54'46" and a chord of 190.07 feet that bears S75°08'34"W;
- 5) S80°05'56"W, 187.89 feet

to the Point of Beginning. Said parcel containing 2.021 acres, more or less.

Exhibit A-2

EAGLE RIVER STATION EXHIBIT A SITEPLAN



J&K, INC.

ARCHITECTURE
CIVIL ENGINEERING
LAND SURVEYING
PLANNING
STRUCTURAL ENGINEERING

POST OFFICE BOX 409
1386 CHAMBERS AVE., SUITE 300
SAGLE, COLORADO 81611
P 970 328 4366
F 970 328 1055
WWW.J&K.COM

DATE	BY	REVISION
08/10/09	J&K	1.0
08/10/09	J&K	1.1
08/10/09	J&K	1.2
08/10/09	J&K	1.3
08/10/09	J&K	1.4
08/10/09	J&K	1.5
08/10/09	J&K	1.6
08/10/09	J&K	1.7
08/10/09	J&K	1.8
08/10/09	J&K	1.9
08/10/09	J&K	2.0



DATE: 08/10/09
SHEET NO. 1

Exhibit B

THIS INSTRUMENT PREPARED BY:

J. Richard Crawford, Esq.
The Katz Law Firm, LC
435 Nichols Road, Suite 200
Kansas City, MO 64112

5

PERMANENT DRAINAGE EASEMENT AGREEMENT

This Permanent Drainage Easement Agreement ("Agreement") is entered into on the date written below by and between, **THE RED MOUNTAIN RANCH PARTNERSHIP, LLLP**, a Colorado limited liability partnership ("Adjacent Owner"), and **EAGLE DEVELOPMENT, INC.**, a Colorado corporation ("RED"), as follows:

WHEREAS, Adjacent Owner owns certain real property depicted on Exhibit A and more particularly described on Exhibit B (the "Adjacent Tract");

WHEREAS, RED owns certain real property depicted on Exhibit A and more particularly described on Exhibit C (the "RED Tract");

WHEREAS, Adjacent Owner wishes to grant to RED permanent drainage easements over and across a portion of the Adjacent Tract for the benefit of the RED Tract as set forth below.

NOW THEREFORE, for Ten and No/100 United States Dollars (\$10.00) and other good and valuable consideration including the terms, conditions, covenants, and provisions contained herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Incorporation of Recitals.** The recitals set forth in this Agreement are not mere recitals of fact but are contractual in nature and incorporated into this Agreement by reference, except in the event of a conflict between the incorporated recitals and the numbered sections of this Agreement, the numbered sections of this Agreement shall control.
2. **Conveyance of Permanent Drainage Easement.** Adjacent Owner does hereby immediately grant, bargain, sell and convey unto RED, TO HAVE AND TO HOLD the same unto RED, its successors and assigns, the following permanent drainage easements over and across the Adjacent Tract upon the terms contained hereinbelow:
 - a. Permanent drainage easements (the "Fixed Drainage Easements") within the three (3) locations depicted and described on Exhibit D (the "Fixed Drainage Easements Areas"). Portions of the Fixed Drainage Easement Areas may be improved by RED with drainage features such as discharge pipes, rip-rap, sedimentation control and erosion control features or other drainage structures as may be required of RED by any governmental authority or agency having jurisdiction (collectively the "Improvements"). RED may channel and drain water from the RED Tract (and water discharging onto the RED Tract from other locations) through and on to the Fixed Drainage Easement Areas and Improvements installed therein with such water ultimately migrating to the Eagle River. Adjacent Owner hereby grants RED the right to enter the Fixed Drainage Easement

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FAITC
H0211640

THIS INSTRUMENT PREPARED BY:

J. Richard Crawford, Esq.
The Katz Law Firm, LC
435 Nichols Road, Suite 200
Kansas City, MO 64112

5

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FANTO
H0211640

Areas for purposes of installing and maintaining (as provided in subsection (c) below) such Improvements as RED deems necessary within the Fixed Drainage Easement Areas. It is the intention that the Fixed Drainage Easement described in Exhibit "D" as "Drainage Easement A" (referred to herein as such) extend from the south side of a future roundabout ("Eastern Roundabout") which will be dedicated by Grantor to the appropriate governmental authority at a later date. In the event the location of the Eastern Roundabout changes resulting in a gap between the southern boundary of the Eastern Roundabout and the northern boundary of Drainage Easement A, Grantor agrees to execute a permanent drainage easement in favor of Grantee to cover such area.

- b. Adjacent Owner reserves the right to utilize the Fixed Drainage Easement Areas for any and all purposes including drainage not inconsistent with RED's uses.
3. **Binding Effect; Duration; Enforcement.** The easements and obligations created hereby shall: (i) touch, concern, encumber and run with the Adjacent Tract in perpetuity; (ii) be binding upon all successor owners of the Adjacent Tract; (iii) be enforceable by RED, Adjacent Owner and all subsequent owners of the RED Tract and the Adjacent Tract; and (iv) be modified or terminated only by written agreement executed by RED and the owners of the Adjacent Tract, such modification thereafter being recorded in the real estate records of Eagle County, Colorado.
4. **No Adequate Remedy at Law.** Adjacent Owner agrees (i) violation or threatened violation of any provision of this Agreement by Adjacent Owner cannot be adequately compensated solely by monetary damages; (ii) RED shall be entitled to equitable relief in the form of temporary restraining order, injunction or otherwise for the sole and exclusive purpose of enforcing RED's rights in and to the easements created hereby; and (iii) RED shall additionally be entitled to a claim for monetary damages for breach hereof. In no event whatsoever shall Adjacent Owner, or any other party, have the right to prevent RED from using the Fixed Drainage Easements for drainage purposes as set forth herein, the parties agreeing RED's use of the easements can never be enjoined or terminated for any reason whatsoever.
5. **Not a Public Dedication.** This Agreement shall not be deemed a dedication to the general public of any portion of the Fixed Drainage Easements.
6. **Severability.** If any part of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited or invalid but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
7. **Governing Law.** This Agreement shall be governed by the laws of the State of Colorado and any disputes arising hereunder shall be adjudicated in the State of Colorado.
8. **No Oral Agreements.** This written agreement may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreement of the parties. There are no unwritten oral agreements between the parties. Each of the parties hereto hereby acknowledges no other party, or agent or attorney of any other party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce the other party to execute this Agreement or any of the other documents referred to herein and each party hereto acknowledges it has not executed this Agreement or

such other documents in reliance upon any such promise, representation or warranty not contained herein. This Agreement may be executed in counterparts.

9. **Compliance.** The parties hereby warrant and represent to each other that each shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations or approvals or other requirements relating to stormwater discharges or the control of erosion or sediment discharges from construction projects, including but not limited to the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, and the Storm Water General Permit for Discharges Associated with Construction Activities (collectively the "Storm Water Requirements") (including without limitation preparing a Storm Water Pollution Prevention Plan (if applicable) to avoid negatively impacting any erosion or sediment controls during earth-disturbing activities, if any) in exercising any rights or privileges under this Agreement, Adjacent Owner recognizing and affirming RED would not enter into this Agreement or any related agreements without this warranty and representation.
10. **Status of Title.** Adjacent Owner hereby represents and warrants to RED that there are no mortgages, deeds of trust or other liens which are superior to the terms of this Agreement. This Agreement shall at all times remain superior to any mortgages, deeds of trust or other liens affecting the Adjacent Tract.
11. **Counterparts.** Adjacent Owner and RED agree that this Agreement may be signed in counterparts, with the same force and effect as if all required signatures were contained in a single, original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 20th day of August, 2008.

"Adjacent Owner"

**THE RED MOUNTAIN RANCH
PARTNERSHIP, LLLP,
a Colorado limited liability partnership**

By: RED MOUNTAIN RANCH
PARTNERSHIP, as its general partner

By: Mervyn Lapin
Name: Mervyn Lapin
Its: General Partner

STATE OF Colorado)
)ss:
COUNTY OF Sagu)

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named Mervyn Lapin, to me well known, who stated that he was the General Partner of THE RED MOUNTAIN RANCH PARTNERSHIP, LLLP, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 30th day of August, 2008.

[Signature]
Notary Public

My Commission Expires:

(SEAL)

Michelle L. Dickman NOTARY PUBLIC STATE OF COLORADO

My commission expires 08/21/2008

"RED"

EAGLE DEVELOPMENT, INC.,
a Colorado corporation

By: [Signature]

Name: Dan Lowe

Title: President

STATE OF MISSOURI)
)ss:
COUNTY OF JACKSON)

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named Dan Lowe, to me well known, who stated that he was the President of EAGLE DEVELOPMENT, INC., a Colorado corporation, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of said company, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13 day of Aug, 2008.

[Signature]
Notary Public

My Commission Expires:

(SEAL)
DOREEN C. HANSEN
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Oct 28, 2011
Commission # 07384893

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EXHIBIT A

Depiction of RED Tract and Adjacent Tract Attached

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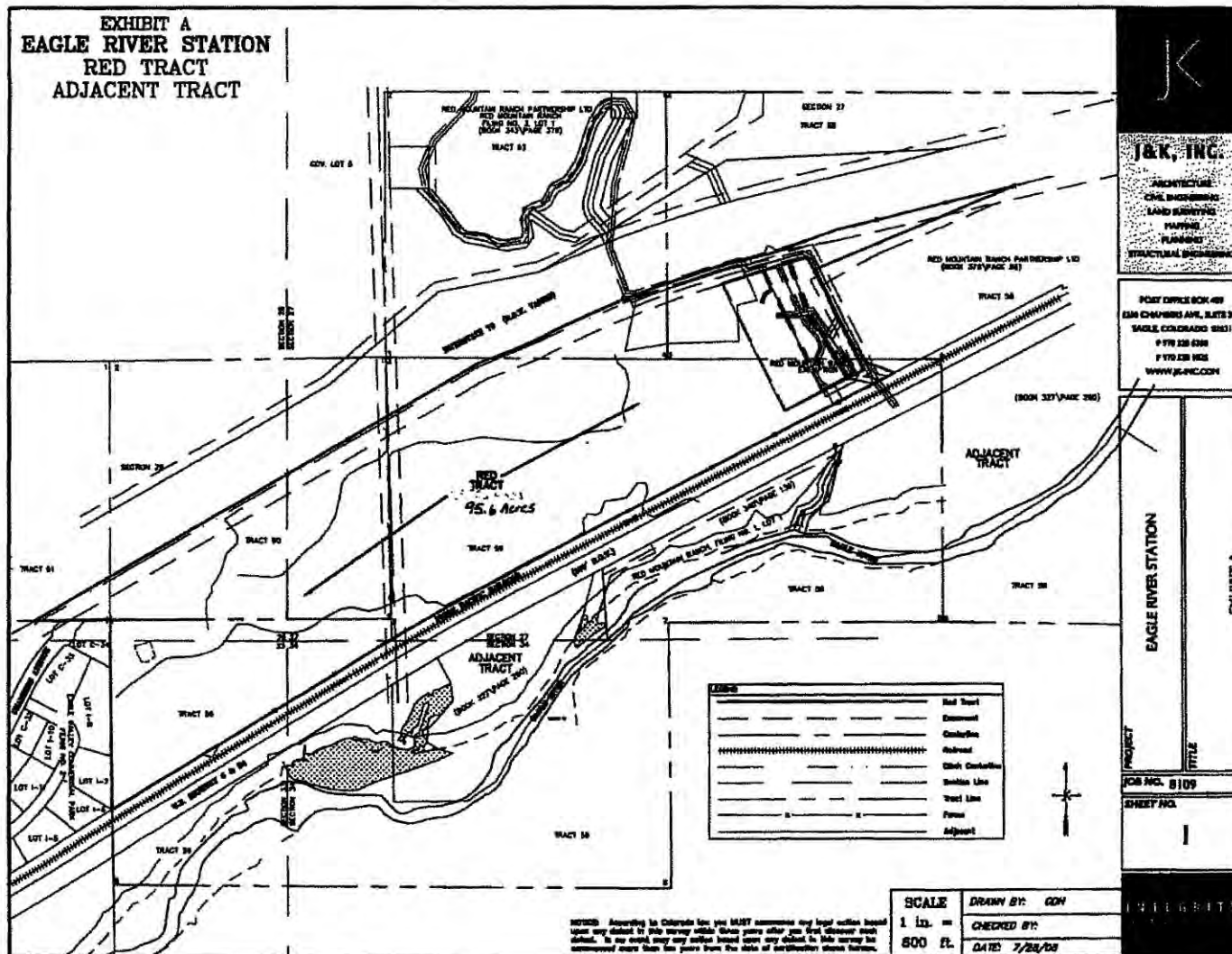


EXHIBIT B

Legal Description of Adjacent Tract Attached

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EXHIBIT B
Legal Description of Adjacent Land

All that portion of land within Tracts 58 and 59, Sections 27, 33 and 34, Township 4 South, Range 84 West of the 6th Principal Meridian, (including therein Lot 1, Filing No. 1, Red Mountain Ranch as described on the Final Plat thereof recorded May 7, 1982 in Book 340 at Page 139 at the Eagle County Clerk and Recorder's Office, Eagle, Colorado; the land described in Exhibit B of the Deed recorded August 6, 1981 in Book 327 at Page 290; and the land described in the Deed recorded February 8, 1984 in Book 378 at Page 88), that lies South of the southerly right-of-way for U.S. Highway 6 & 24 and North of the centerline for the Eagle River.

INTEGRITY FROM THE GROUND UP™

P 970 328 4368 F 970 328 1025 POST OFFICE BOX 109 1286 CHAMBERS AVENUE, SUITE 200 EAGLE, COLORADO 81631 JK-DECD08

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EXHIBIT C

Legal Description of RED Tract

Parcel 1:

EAGLE RIVER STATION ANNEXATION 1

A parcel of land located within Tracts 59, 60, 61 and 62, Sections 27, 28, 33 and 34, Township 4 South, Range 84 West of the Sixth Principal Meridian, according to the Supplemental Plat of the Independent Resurvey thereof accepted in the U.S. Surveyor General's Office, June 20, 1922, Eagle County, Colorado, with the bearings described hereon based on a bearing of N00°37'32"W for the West line of said Tract 59 between Corner No. 4 being a 2 1/2" aluminum cap on 2 1/4" aluminum pipe, PE\PLS No. 23089, found in place and Corner No. 5 being a 2 1/2" GLO brass cap on 1" iron pipe, found in place, said parcel being more particularly described as follows:

Beginning at said Corner No. 4 of Tract 59 also being Corner No. 3 of said Tract 60, Corner No. 4 of said Tract 61 and the northeast corner of Eagle Valley Commercial Park, Filing No. 2, according to the Final Plat thereof recorded in Book 702 at Page 365 at the Eagle County Clerk and Recorder's Office, Eagle, Colorado; thence along the south line of said Tract 61 also being the northeasterly line of said Eagle Valley Commercial Park, Filing No. 2, S89°05'16"W, 390.68 feet to a point on the southerly right-of-way line of Interstate Highway No. 70; thence along said southerly right-of-way line the following two (2) courses:

- 1) N60°24'00"E, 2611.72 feet;
- 2) N69°50'12"E, 143.40 feet;

thence departing said southerly right-of-way line S24°14'54"W, 1628.00 feet to the northerly right-of-way line of the Union Pacific Railroad, being 50.00 feet from the center of the existing tracks; thence along said northerly right-of-way S59°13'37"W, 1554.84 feet to the southeasterly corner of said Eagle Valley Commercial Park, Filing No. 2 also being a point on the 4 - 5 line of said Tract 59; thence along said 4 - 5 line also being the easterly line of said Eagle Valley Commercial Park, Filing No. 2 N00°37'32"W, 946.69 feet to the Point of Beginning.

AND

Parcel 2:

EAGLE RIVER STATION ANNEXATION 2

A parcel of land located within Tracts 58, 59, 60, and 62, Sections 27 and 34, Township 4 South, Range 84 West of the Sixth Principal Meridian, according to the Supplemental Plat of the Independent Resurvey thereof accepted in the U.S. Surveyor General's Office, June 20, 1922, Eagle County, Colorado, with the bearings described hereon based on a bearing of N00°37'32"W for the West line of said Tract 59 between Corner No. 4 being a 2 1/2" aluminum cap on 2 1/4"

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aluminum pipe, PE\PLS No. 23089, found in place and Corner No. 5 being a 2 1/2" GLO brass cap on 1" iron pipe, found in place, said parcel being more particularly described as follows:

Beginning at a point on the southerly right-of-way line of Interstate Highway No. 70 from which said Corner No. 4 of Tract 59 also being Corner No. 3 of said Tract 60, Corner No. 4 of said Tract 61 and the northeast corner of Eagle Valley Commercial Park, Filing No. 2, according to the Final Plat thereof recorded in Book 702 at Page 365 at the Eagle County Clerk and Recorder's Office, Eagle, Colorado, bears S56°30'26"W, 2416.03 feet; thence along said southerly right-of-way line of Interstate Highway No. 70 the following five (5) courses:

- 1) N69°50'12"E, 143.40 feet;
- 2) along a non-tangent curve to the right having a length of 1013.48 feet, a radius of 5579.60 feet, a tangent of 508.14 feet, a delta of 10°24'26" and a chord of 1012.09 feet that bears N68°28'52"E;
- 3) N75°42'18"E, 333.13 feet;
- 4) N69°59'51"E, 319.78 feet;
- 5) N76°25'05"E, 926.49 feet;

thence departing said southerly right-of-way S67°31'26"W, 1092.56 feet to a point on the East line of Lot 2 of the Red Mountain Ranch Exemption as described on the plat thereof recorded in Book 372 at Page 753 at said Clerk and Recorder's Office; thence along said East line S26°52'08"E, 501.89 feet; thence departing said East line S69°57'11"E, 190.49 feet to the northerly right-of-way line of the Union Pacific Railroad, being 50.00 feet from the center of the existing tracks; thence along said northerly right-of-way the following two (2) courses:

- 1) S63°04'44"W, 2197.11 feet;
- 2) along a curve to the left having a length of 806.00 feet, a radius of 11988.63 feet a tangent of 403.15 feet, a delta of 3°51'07" and a chord of 805.85 feet that bears S61°09'11"W;

thence departing said northerly right-of-way N24°14'54"E, 1628.00 feet to the Point of Beginning,

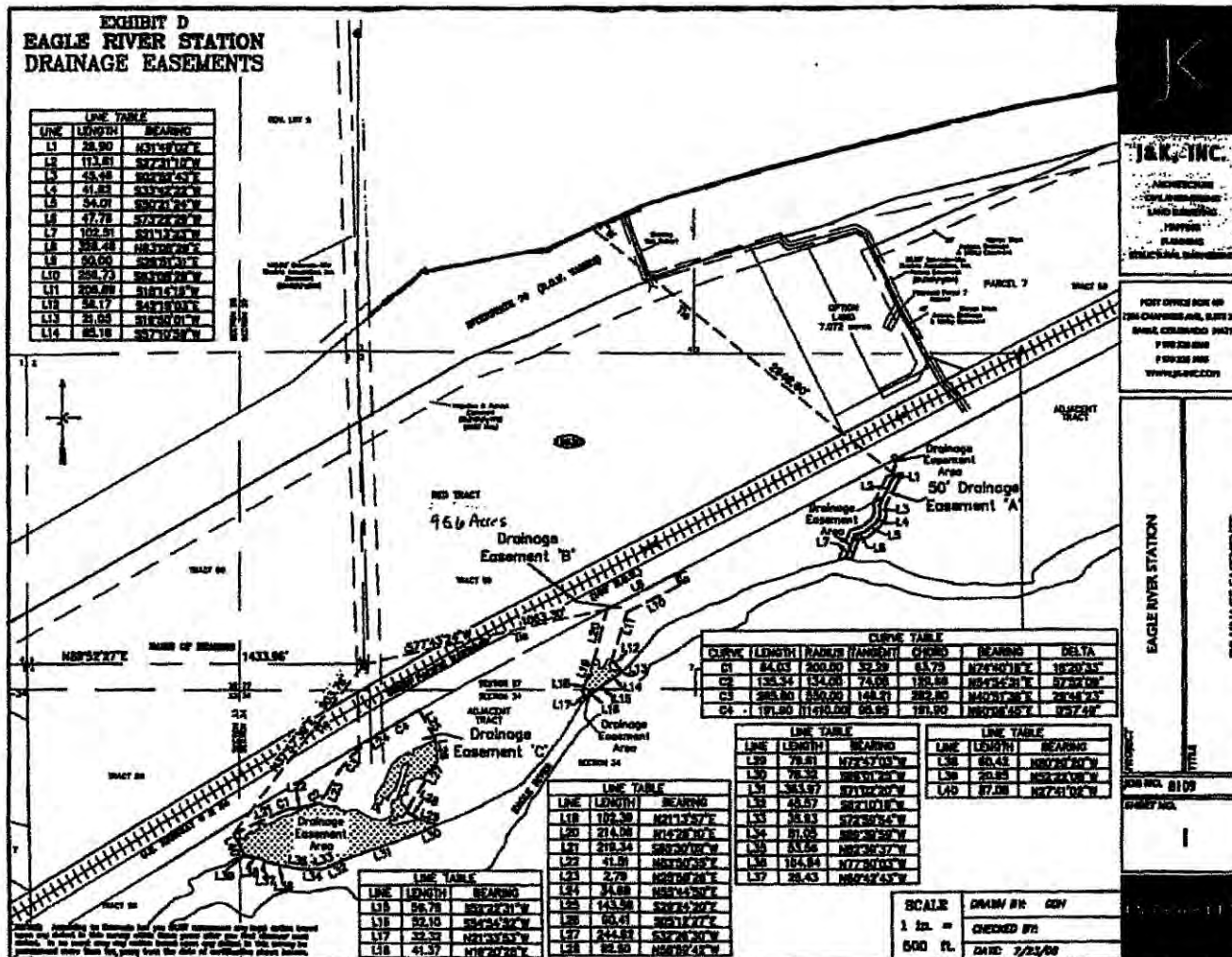
EXHIBIT D

Depiction of Fixed Drainage Easements and Legal Descriptions on Following Pages

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LINE TABLE		
LINE	LENGTH	BEARING
L1	28.90	S37°21'00"E
L2	112.81	S87°21'00"W
L3	43.48	S02°08'43"E
L4	41.83	S33°52'22"W
L5	54.01	S07°21'26"W
L6	47.78	S72°28'28"W
L7	102.91	S01°12'28"E
L8	258.48	N63°08'20"E
L9	50.00	S08°21'00"E
L10	284.73	S87°08'20"W
L11	220.89	S18°15'18"E
L12	58.17	S43°18'00"E
L13	25.85	S18°00'00"W
L14	85.18	S57°10'30"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	28.90	S37°21'00"E
L2	112.81	S87°21'00"W
L3	43.48	S02°08'43"E
L4	41.83	S33°52'22"W
L5	54.01	S07°21'26"W
L6	47.78	S72°28'28"W
L7	102.91	S01°12'28"E
L8	358.48	N63°08'20"E
L9	50.00	S08°21'00"E
L10	284.73	S87°08'20"W
L11	220.89	S18°15'18"E
L12	58.17	S43°18'00"E
L13	25.85	S18°00'01"W
L14	85.18	S57°10'30"W



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708.232.8805
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FROM RICH. STREET AND	8129	
PROPERTY	EAGLE RIVER STATION	
TOTAL		DRAINAGE EASEMENTS

CONCLUSIONS

EXHIBIT D Continued

Legal Description of Fixed Drainage Easements

'Drainage Easement 'A''

A Permanent 50' Drainage Easement located within Tract 59, Section 27, Township 4 South, Range 84 West of the 6th Principal Meridian, Eagle County, Colorado, with the bearings described herein based on a bearing of N89°54'19"W for the 1 – 2 line of Tract 62, Section 27, Township 4 South, Range 84 West of the 6th Principal Meridian, with both monuments for Corner No. 1 and Corner No. 2 of said Tract 62 being 2 1/2 inch G.L.O. brass caps on 1 inch iron pipe, found in place, said Drainage Easement centerline being more particularly described as follows:

Beginning at a point from which said Corner No. 2 of Tract 62 bears N51°22'41"W, 2948.60 feet; thence continuing the following seven (7) courses:

- 1) S31°49'02"W, 26.90 feet;
- 2) S27°31'10"W, 113.61 feet;
- 3) S02°52'43"E, 45.46 feet;
- 4) S33°42'22"W, 41.92 feet;
- 5) S50°21'24"W, 54.01 feet;
- 6) S73°22'29"W, 47.76 feet;
- 7) S21°13'23"W, 102.51 feet

to the northerly side of the Eagle River.

'Drainage Easement 'B''

A Permanent Drainage Easement located within Tract 59, Sections 27 & 34, Township 4 South, Range 84 West of the 6th Principal Meridian, Eagle County, Colorado, with the bearings described herein based on a bearing of N89°52'27"E for the 3 – 4 line of said Tract 59 with Corner No. 3, being a 2 1/2 inch G.L.O. brass cap on 1 inch iron pipe, found in place and Corner No. 4, being a 2 1/2 inch aluminum cap on 2 1/4 inch aluminum pipe, PE\PLS #23089, found in place, said Drainage Easement being more particularly described as follows:

Beginning at a point on the southerly right-of-way line for U.S. Highway 6 & 24 from which said Corner No. 3 of said Tract 59 bears S77°43'24"W, 1063.30 feet; thence along said right-of-way N63°08'29"E, 328.48 feet; thence departing said right-of-way the following five (5) courses:

- 1) S26°51'31"E, 50.00 feet;
- 2) S63°08'29"W, 256.73 feet;
- 3) S18°14'15"W, 206.89 feet;
- 4) S42°15'03"E, 56.17 feet;
- 5) S19°50'01"W, 21.05 feet

to the northerly side of the Eagle River; thence along said Eagle River the following three (3) courses:

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- 1) S57°10'59"W, 65.16 feet;
- 2) S52°22'31"W, 59.78 feet;
- 3) S54°54'52"W, 52.10 feet;

thence departing said Eagle River the following four (4) courses:

- 1) N21°33'53"W, 32.32 feet;
- 2) N19°20'28"E, 41.37 feet;
- 3) N21°13'57"E, 102.39 feet;
- 4) N14°26'10"E, 214.06 feet

to said southerly right-of-way line of said U.S. Highway 6 & 24 and the Point of Beginning.

'Drainage Easement 'C''

A Permanent Drainage Easement located within Tract 59, Sections 33 & 34, Township 4 South, Range 84 West of the 6th Principal Meridian, Eagle County, Colorado, with the bearings described herein based on a bearing of N89°52'27"E for the 3 - 4 line of said Tract 59 with Corner No. 3, being a 2 1/2 inch G.L.O. brass cap on 1 inch iron pipe, found in place and Corner No. 4, being a 2 1/2 inch aluminum cap on 2 1/4 inch aluminum pipe, PE\PLS #23089, found in place, said Drainage Easement being more particularly described as follows:

Beginning at a point from which said Corner No. 3 bears N37°57'39"E, 903.76 feet; thence continuing the following seven (7) courses:

- 1) N65°30'02"E, 219.34 feet;
- 2) along a curve to the right having a length of 64.03 feet, a radius of 200.00 feet, a tangent of 32.29 feet, a delta of 18°20'33" and a chord of 63.75 feet that bears N74°40'18"E;
- 3) N83°50'35"E, 41.51 feet;
- 4) along a curve to the left having a length of 135.34 feet, a radius of 134.00 feet, a tangent of 74.08 feet, a delta of 57°52'09" and a chord of 129.66 feet that bears N54°54'31"E;
- 5) N25°58'26"E, 2.79 feet;
- 6) along a curve to the right having a length of 285.80 feet, a radius of 550.00 feet, a tangent of 146.21 feet, a delta of 29°46'23" and a chord of 282.60 feet that bears N40°51'38"E;
- 7) N55°44'50"E, 34.69 feet

to a point on the southerly right-of-way for U.S. Highway 6 & 24; thence along said right-of-way along a non-tangent curve to the right having a length of 191.90 feet, a radius of 11410.00, a tangent of 95.95 feet, a delta of 0°57'49", and a chord of 191.90 feet that bears N60°06'45"E; thence departing said right-of-way the following five (5) courses:

- 1) S29°24'20"E, 143.58 feet;
- 2) S05°12'27"E, 90.41 feet;
- 3) S32°26'30"W, 244.92 feet;
- 4) S58°59'42"E, 62.50 feet;
- 5) S72°47'03"E, 79.61 feet

to the northerly side of the Eagle River; thence along said Eagle River the following nine (9) courses:

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- 1) S66°01'25"W, 78.32 feet;
- 2) S71°02'20"W, 363.97 feet;
- 3) S62°10'19"W, 45.57 feet;
- 4) S72°59'54"W, 35.93 feet;
- 5) S89°39'59"W, 81.05 feet;
- 6) N82°39'37"W, 53.56 feet;
- 7) N77°50'03"W, 104.84 feet;
- 8) N60°42'43"W, 26.43 feet;
- 9) N80°20'20"W, 60.42 feet;

thence departing said Eagle River N52°22'08"W, 20.65 feet; thence N27°41'02"W, 87.08 feet to the southerly right-of-way of U.S. Highway 6 & 24 and the Point of Beginning.

20908081.5

EXHIBIT T:
Red Mountain Ranch
Response to the Request to
Delay Final Consideration
request from RED dated July
23, 2020
(ATTACHED)

RED
MOUNTAIN
LAND



July 23, 2020
VIA EMAIL

Ms. Carrie McCool
Town of Eagle
PO Box 609
Eagle, CO 81632

Re: Red Mountain Ranch

Dear Carrie:

On behalf of the Red Mountain Ranch Partnership, LLLP, Griffin Development LLC, and Eagle River Commercial LLC please accept this letter and the attachments as our response to the Brownstein Hyatt Farber Schreck ("BHFS") letter of May 21, 2020.

As we understand it, the BHFS letter objected to the Red Mountain Ranch Filing 5 Final Plat application on the basis that the submitted title report did not include reference to a Memorandum of Agreement ("MOA") between Red Mountain Ranch and Trinity Red Development, LLC ("RED") that is recorded with the Eagle County Clerk and Recorder.

Attached please find an updated title report that reflects the above referenced MOA.

The MOA is a private agreement between the two parties and the town approval of the Red Mountain Ranch Filing 5 Final Plat does not impact the MOA. Any obligations of Red Mountain Ranch in the MOA - including those concerning the roundabouts - will continue in effect after final plat approval. The allegation that one or both of the roundabouts will interfere with Red Mountain Ranch plans is premature as there is no pending development plan application or approval at this point in time.

With respect to the comments regarding the drainage easements, the drainage easements as indicated on the proposed plat are accurate.

On behalf of the Red Mountain Ranch ownership group, thank you for your time and efforts with regard to this application.

Sincerely,

Eric Eves
Red Mountain Land

Copy:
Tom Ragonetti
Merv Lapin

Rocky Cortina
Rick Pylman

EXHIBIT U:
Email correspondence with
RED including attachments
(ATTACHED)



RE: Red Mountain Ranch

1 message

Patrick Adler <padler@projectadvancement.com>

Sat, Apr 18, 2020 at 8:35 AM

To: McCool Development Solutions <carrie@mccooldevelopment.com>

Cc: Jessica Lake <jessica.lake@townofeagle.org>, Brett Heron <BHeron@reddevelopment.com>, Chad Phillips <chad.phillips@townofeagle.org>

Carrie,

How is the Final Plat dealing with the recorded 2008 Memorandum of Agreement which recognizes certain provisions regarding the future conveyance of land for both the western and eastern roundabouts? I wasn't able to locate any reference to this recorded document on the Final Plat.

Attached is a copy of the recorded 2008 Memorandum of Agreement along with an additional Exhibit A to help give context of the areas mentioned within the Memorandum of Agreement.

I really feel that a comprehensive approach to deal with how all of these pieces interrelate is warranted.

Please share with me if Staff's recommendation for approval still stands.

I look forward to your guidance on how these items will be addressed.

Sincerely,

Patrick Adler

Managing Member

602-989-2448



www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: Patrick Adler

Sent: Friday, April 17, 2020 3:53 PM

To: McCool Development Solutions <carrie@mccooldevelopment.com>

Cc: Jessica Lake <jessica.lake@townofeagle.org>; Brett Heron <BHeron@reddevelopment.com>; Chad Phillips <chad.phillips@townofeagle.org>

Subject: RE: Red Mountain Ranch

Thanks Carrie – I definitely have concerns regarding the Final Plat – that it is setting up expectations which may become difficult to deliver on those expectations in the future – especially pertaining to the portion of land within Parcel 3 which is to be dedicated to the non-profit entity when the majority of that portion of land has been planned to be dedicated towards the right of way for Highway 6 for the western roundabout. My concerns were captured in the PDF I sent to you yesterday titled "RMR Zoning PUD Overlay PDF Marked" (attached).

Please share with me how these concerns will be shared and added to the public comments section. Will the Planning and Zoning Commission receive an updated notification today?

In addition, will these concerns change Staff's recommendation for Approval?

It really seems that these issues need to be re-reviewed in light of the emergence of these conflicts which do not seem to have been accounted for in the Final Plat or the access point identified on PUD Zoning Plan for R/PUD-3. The fact that I have to reference the PUD Zoning Plan illustrates one of the issues I am having with this case – it is hard to get context on what is being proposed because there is not a comprehensive link between the documents besides the boundary – for example the revised access points are not shown on the Final Plat – the revised access points are only shown on the PUD Zoning Plan (and it is assumed that those points are correlated with RMR's recently received CDOT access permits).

What I feel is lacking is a comprehensive view of how all of these pieces inter-relate and how they tie into the future Highway 6 roundabouts (both western and eastern).

As I shared with you on April 15th, our collective goal should be that we do not want to create tomorrow's problems today.

I look forward to your guidance on how these items will be addressed.

Sincerely,

Patrick Adler

Managing Member

602-989-2448



www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: McCool Development Solutions <carrie@mccooldevelopment.com>

Sent: Friday, April 17, 2020 2:53 PM

To: Patrick Adler <padler@ProjectAdvancement.com>

Cc: Jessica Lake <jessica.lake@townofeagle.org>; Brett Heron <BHeron@reddevelopment.com>; Chad Phillips <chad.phillips@townofeagle.org>

Subject: Re: Red Mountain Ranch

Hi Pat,

My apologies. It was my understanding that your concerns related to the annexation and PUD and not the final plat. We will be sure to add this to the record at the hearing.

Thank you,

Carrie McCool, Town Planner
McCool Development Solutions
4383 Tennyson Street, Unit 1-D
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
www.mccooldevelopment.com

On Fri, Apr 17, 2020 at 3:40 PM Patrick Adler <padler@projectadvancement.com> wrote:

Carrie,

I received the Red Mountain Ranch Staff Report for this coming Tuesday's hearing and I was surprised to find that it stated "No Public Comments were received".

Attached is a marked up version of the Staff Report along with the Public Notification added as the 1st two pages. In the Public Notification, it stated how Public Comments could be conveyed which included an email to Jessica Lake. In my email to you on 4/16/2020 outlining my concerns, Jessica was copied on the email, so it seems that my concerns should have been registered as a Public Comment.

I have a conference call that will begin in 20 minutes that should last for an hour. Please feel free to contact me either prior to or after my conference call to outline how my comments will be registered and brought to the Planning and Zoning Commissions attention.

Sincerely,

Patrick Adler

Managing Member

602-989-2448



PROJECT
ADVANCEMENT

www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: McCool Development Solutions <carrie@mccooldevelopment.com>

Sent: Thursday, April 16, 2020 8:05 AM

To: Patrick Adler <padler@ProjectAdvancement.com>

Cc: Jessica Lake <jessica.lake@townofeagle.org>; Brett Heron <BHeron@reddevelopment.com>; Chad Phillips <chad.phillips@townofeagle.org>

Subject: Re: Red Mountain Ranch

Thanks for the follow up, Pat. I have routed your email to engineering staff and will get back to you once I hear back. In the meantime, I'd like to virtually introduce you to Chad Phillips. He is the new Community Development Director and copied him on this email.

We'll be in touch soon.

Best,

Carrie McCool, Town Planner
McCool Development Solutions
[4383 Tennyson Street, Unit 1-D](#)
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
www.mccooldevelopment.com

On Thu, Apr 16, 2020 at 8:33 AM Patrick Adler <padler@projectadvancement.com> wrote:

Carrie,

I realize that I could have delineated a little better the items that I was seeing with the 3/5/2020 version of the Red Mountain Ranch PUD Zoning Plan when I attempted yesterday to overlay that plan with the future Highway 6 improvements for both the western and eastern roundabouts. Attached are the comments from my email embedded into the PDF exhibit to help us converge on the issues that need to be addressed.

It is important to note that both the western and eastern roundabouts have been planned in conjunction with the Town of Eagle and Red Mountain Ranch since prior to Eagle River Station's acquisition of the property in 2008. I have forwarded to you via WeTransfer.com a copy of the 2014 plans for both the western and eastern roundabouts in case you did not have prior access to these documents.

As I understand it, the plan, since prior to Eagle River Station's acquisition of the property on the north side of Highway 6 from Merv (Red Mountain Ranch), has been for Merv (Red Mountain Ranch) to dedicate the necessary right of way needed for both the western and eastern roundabouts in advance of these future improvements being constructed. You can see my concern when it appears that 3/5/2020 version of the Red Mountain Ranch PUD Zoning Plan does not seem to accommodate the future western and eastern roundabouts.

I am very interested in your thoughts on the appropriate course of action that should be taken moving forward regarding these issues.

Sincerely,

Patrick Adler

Managing Member

602-989-2448



www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: Patrick Adler
Sent: Wednesday, April 15, 2020 5:24 PM
To: McCool Development Solutions <carrie@mccooldevelopment.com>
Subject: RE: Red Mountain Ranch

Thanks Carrie,

After we spoke today I attempted to overlay the latest PUD Zoning Plan and it still seems like there are issues that need to be addressed pertaining to:

1. Planning Area 3 – C/PUD-2 (the Commercial/Educational Parcel)
 - a. Per the attached PDF page 2, you can see that this area will be covered with slope to accommodate the future western roundabout
2. Access to R/PUD -3
 - a. Per the attached PDF page 3, you can see that there are slope contours at the new access point for R/PUD-3 that need to be accounted for associated with the future eastern roundabout
3. The Discovery Trail alignment in OS-5 and C/PUD-2
 - a. Per the attached PDF page 2, you can see that the proposed alignment is located within the future roadway of the western roundabout

These concerns are in addition to the previously raised concerns associated with the location of the proposed Nature Education Center within the existing Drainage Easement.

I really think it is appropriate for these concerns to be on the record with an acknowledgement that whatever is moving forward in Red Mountain Ranch needs to appropriately integrate with the future improvements associated with the western and eastern round about so that proper expectations are set so that we aren't creating tomorrow's problems today.

What are your thoughts on how to best address these concerns?

Sincerely,

Patrick Adler

Managing Member

602-989-2448



PROJECT
ADVANCEMENT

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From: McCool Development Solutions <carrie@mccooldevelopment.com>

Sent: Wednesday, April 15, 2020 3:51 PM

To: Patrick Adler <padler@ProjectAdvancement.com>

Subject: Re: Red Mountain Ranch

Hi Pat,

It was nice talking with you this afternoon. Let me know if you need anything further.

Best,

Carrie McCool, Town Planner
McCool Development Solutions
[4383 Tennyson Street, Unit 1-D](#)
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
www.mccooldevelopment.com

On Wed, Apr 15, 2020 at 3:46 PM Patrick Adler <padler@projectadvancement.com> wrote:

Carrie,

I wanted to follow up with our conversation from last week and see if there are any updates on your end. Can you tune me in when you get the opportunity?

Sincerely,

Patrick Adler

Managing Member

602-989-2448



www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: Patrick Adler
Sent: Friday, April 10, 2020 9:01 AM
To: McCool Development Solutions <carrie@mccooldevelopment.com>
Subject: RE: Red Mountain Ranch

Carrie, my bad, I had reviewed the Final Plat that I pulled from the Town's website on 4/5/2020 when I assembled the PDFs I shared with you. On 4/9/2020 (yesterday), I was in receipt of the latest Final Plat and had not looked at it closely and missed that the Drainage Easement is in fact now shown on the latest version. The latest version does not fully show the anticipated R/W dedication for the proposed RoundABOUTs on Highway 6 (only a portion as highlighted in orange on the attached). The proposed R/W is only a Plan View of what is to come and it is important to note that there are significant grade issues. I will send you a cleaner version of the overlay I pieced together trying to merge these items with the Concept Plan that was posted and how the grade issues radically impact the access points and the Nature Education Center shown on that plan. Getting a better understanding of the layout of Red Mountain Ranch beyond the Final Plat would be helpful to better understand if the new Concept Plan still has the same issues.

Sincerely,

Patrick Adler
Managing Member
602-989-2448



www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: Patrick Adler
Sent: Friday, April 10, 2020 8:11 AM
To: McCool Development Solutions <carrie@mccooldevelopment.com>
Subject: RE: Red Mountain Ranch

Thanks Carrie,

Attached is a copy of some slides I assembled where I attempted to overlay the Eagle Development Permanent Drainage Easement that exists on Red Mountain Ranch's property along with the proposed Highway 6 Right of Way Dedication and the proposed contours for the grading of the proposed RoundABOUTs. It appears that there are some issues that need to be worked out between the two property owners, what are your thoughts?

Sincerely,

Patrick Adler
Managing Member
602-989-2448



PROJECT
ADVANCEMENT

www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: McCool Development Solutions <carrie@mccooldevelopment.com>
Sent: Thursday, April 9, 2020 1:59 PM
To: Patrick Adler <padler@ProjectAdvancement.com>
Subject: Re: Red Mountain Ranch

Hi Patrick,

I left you a voicemail but thought I would follow up via email as well. The best number to reach me is my cell number which is 303.378.4540. The Red Mountain Ranch Team is working on revisions to their proposed PUD Guide and Zoning Plan. Once all town staff and external referral agency comments have been adequately addressed, the Annexation and Zoning applications will move forward for Town Board consideration. A new staff report will be issued prior to the Town Board public hearing. The Red Mountain Ranch 5th filing is set on the April 21st Planning and Zoning Commission agenda. The staff report will be issued on Friday, April 17th and posted on the Town's website. I have attached a copy of the Final Plat per your request. Please don't hesitate to reach out with any other questions.

Best,

Carrie McCool, Town Planner
McCool Development Solutions
[4383 Tennyson Street, Unit 1-D](#)
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
www.mccooldevelopment.com

On Thu, Apr 9, 2020 at 2:36 PM Patrick Adler <padler@projectadvancement.com> wrote:

Good afternoon Carrie,

I received your email address from Jessica Lake and she referred me to contact you regarding additional files pertaining to Red Mountain Ranch. Is the phone number 970-328-9655 (which is listed for you on the Town's website) the best phone number for you or is there a different number that should be used?

I have a copy of the Town Board Staff Report dated 2019-3-26, has a new version been prepared to incorporate the latest information?

Also, do you have a copy of the project's ALTA Survey that you can forward to me?

Sincerely,

Patrick Adler
Managing Member

602-989-2448



PROJECT
ADVANCEMENT

www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

2 attachments



Memorandum of Agreement 2008-8-20.pdf
152K



Exhibit A 2008-7-11.pdf
137K

Town of Eagle
PO BOX 609
EAGLE CO 81631-0609

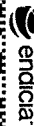
US POSTAGE AND FEES PAID

FIRST-CLASS

Mar 27 2020

Mailed from ZIP 81631

1 oz First-Class Mail Letter



071S00777793

USPS CERTIFIED MAIL



9407 1108 9876 5056 8607 43

Trinity Red Eagle Development
1 E WASHINGTON ST STE 300
PHOENIX AZ 85004-2513





March 27, 2020

RE: PP/FP19-01 Red Mountain Ranch Filing 5, Final Plat

Dear Property Owner:

Red Mountain Ranch Partnership, LLP has submitted an application for concurrent Preliminary Plan/Final Plat to subdivide the 106-acre property of annexed lands into 7 parcels and a Site-Specific Development Plan (vesting of property rights). This property is located at the east end of the town boundaries, south of Highway 6, north of the Eagle River. Parcel Numbers 193933100002, 193933100004, 193934200042, 193934200041, 193927300029, 193927400039, 193926300012.

The **Planning and Zoning Commission** of the Town of Eagle will hold a public hearing on this application at **6:00 PM on Tuesday, April 21, 2020**. Public Hearings shall be posted and conducted using an online platform where citizens can join and participate. Links to attend the virtual meetings can be found on the Agenda, Minutes and Packets page by following the link for the upcoming meeting. <https://www.townofeagle.org/773/Agendas-Minutes-and-Packets>. The Planning and Zoning Commission considers the application, hears public testimony, if any, and takes action on this land use application.

As an adjacent property owner of the subject property, you are being notified of these public hearings. In addition, **you are invited to comment on this request**, either by appearing (virtually) at the scheduled public hearings and giving testimony, **by sending an email to jessica.lake@townofeagle.org or peyton.heizman@townofeagle.org**, or by sending a letter to Town of Eagle, c/o Jessica Lake or Peyton Heitzman –Planner I, P.O. Box 609, Eagle, CO 81631.

The application materials are available for review on the Town's website here: <https://www.townofeagle.org/418/Active-Land-Use-Applications>. If you have any questions regarding this application, please contact Jessica Lake or Peyton Heitzman via email, or at 970-328-9627 or 970-328-9619.

Sincerely,

Peyton Heitzman
Planner I



CERTIFICATE OF RECOMMENDATION

TO: Planning and Zoning Commission

FROM: Department of Community Development

DATE: April 21, 2020

PROJECT: Red Mountain Ranch Subdivision Filing 5, Final Plat

FILE NUMBER: PP/FP19-01

APPLICANTS: Red Mountain Ranch Partnership, LLLP, Eagle River Commercial, LLC, and Griffin Development, LLC

LOCATION: Approximately 106 acres on the east end of the town boundaries, south of Highway 6, north of the Eagle River

CODE: Chapter 4.12 – Subdivision Review

ZONING: (Existing) Resource (R) in Unincorporated Eagle County; Proposed Annexation and Planned Unit Development in the Town of Eagle

EXHIBITS: A: Application and Narrative
B: Red Mountain Ranch Subdivision Filing 5, Final Plat

PUBLIC COMMENT: No public comments received as of April 16, 2020.

STAFF CONTACT: Carrie McCool, Contract Planner Public Comments sent by Patrick Adler were received by Carrie McCool and Jessica Lake on 4/16/2020 outlining many concerns.

REQUESTS: Request for concurrent Preliminary Plan/Final Plat to subdivide the 106.194-acre property of land into seven (7) parcels.

BACKGROUND

On February 13, 2018, the Board of Trustees passed a resolution finding the Annexation Petition for Red Mountain Ranch to be in substantial compliance with Section 31-12-107(1) C.R.S. The annexation application was accompanied by a request to zone the property to Planned Unit Development (PUD) to allow a maximum of 153 dwelling units of various types, limited commercial uses, public and trails, open space/ park areas to be located along the Eagle River. The property is accessed by Highway 6 to the north and bounded by the Eagle River to the south and is currently zoned Resource in unincorporated Eagle County. Highway 6 is under the jurisdiction of Colorado Department of Transportation (CDOT) wherein the applicant has secured access permits to ensure each parcel has adequate and safe access.

Does not accommodate the future western and eastern roundabouts on Highway 6.

The Planning and Zoning Commission considered the Red Mountain Ranch PUD, Site-Specific Development Plan, Subdivision Sketch Plan, and Community Plan Exception Request at the February 19, 2019, regular meeting and recommended approval with conditions. On March 5, 2019, the Planning and Zoning Commission considered the Subdivision Sketch Plan and recommended approval with conditions.

After the Planning and Zoning Commission public hearing, it was discovered that a portion of the property was previously platted. Further, the applicants acknowledged their intent to collateralizing the property in order to fund the required infrastructure improvements. In order to ensure the parcels are free and clear of all liens and encumbrances, the applicant is re-platting the entire property to create nine parcels to align with the seven planning areas in the PUD as well as create two open space parcels in Planning Area 1 (OS-1 and OS-3) and a 3-acre public park (Parcel 5B) to be designated as fee simple parcels for future dedication to the town. This 5th filing of Red Mountain Ranch does not propose any development and does not include the design of any improvements. No roads, utilities, development lots, or blocks are proposed or requested for review and approval with this subdivision.

PROJECT SUMMARY

The applicant, Merv Lapin on behalf of Red Mountain Ranch Partnership, LLLP, Eagle River Commercial, LLC, and Griffin Development, LLC, proposes concurrent processing of a preliminary plan and final plat to subdivide 106.194 acres into nine parcels to accommodate a mixed-use development on the east end of the town boundaries, south of Highway 6, north of the Eagle River.

The nine parcels would accommodate four residential (mixed unit types) planning areas, two commercial planning areas, one public parcel (Parcel 5B), two open space parcels (OS-1, OS-2) to be dedicated to the Town of Eagle for parks and open space and 1.4 acres of land within Parcel 3 to be dedicated to a non-profit entity to accommodate an environmental education center. Existing easements, including the Colorado Parks and Wildlife Conservation easement, are depicted on this plat. Existing and proposed utility and drainage easements, as well as new access easements, are depicted along the Highway 6 frontage. Since no development is proposed, no right-of-way will be dedicated.

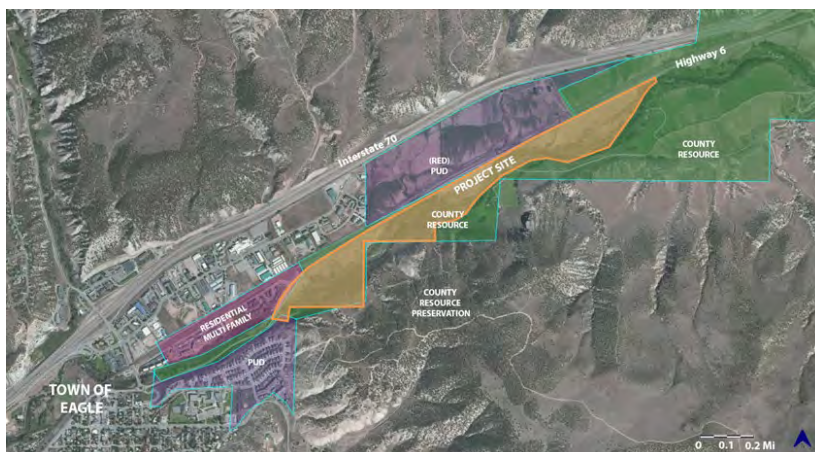


Figure 1: Vicinity Map

STANDARDS FOR APPROVAL

Subdivision Final Plat

Section 4.12.020.C of the Municipal Code outlines the requirements for Final Plat review and approval in the Town of Eagle. Per the Municipal Code, staff, the Planning and Zoning Commission, and the Town Council shall review the Final Plat to determine conformance with the approved Preliminary Plan and requirements for subdivision final Plat.

Staff finds that the proposed Final Plat is in compliance with the town's Subdivision regulations subject to the recommended conditions listed later in this staff report.

This area is severely impacted by the future western and eastern roundabouts on Highway 6.

REVIEW OF STANDARDS

Subdivision Final Plat

Per Section 4.12.020.C, the purpose of the final plat is to complete the subdivision of land consistent with the technical standards as an instrument for recording. Staff has reviewed the Preliminary Plan/Final Plat per the requirements of Section 4.12.020.C.2.f of the Town's Municipal Code. Staff finds the following:

- The plat was prepared by a registered surveyor.
- The technical preparation of the plat is in general compliance with the requirements for bearings, lengths, monuments of record, and error thresholds.
- The plat includes the various pieces of information required by the town code including legal description and project information, and acreages of various tracts and lots
- The plat does not create new streets but depicts existing streets
- The plat includes the various certifications and title blocks for the signatories per plat recording requirements; however, staff has noted technical revisions that need to be addressed prior to recordation. Staff has included a condition of approval for the Commission's consideration.

Staff Review

The Town's Engineer or surveying consultant compared the legal description of the subject property with the County records and confirmed that:

- The property described contains all contiguous single ownership;
- The lots and parcels have descriptions which both close and contain the area indicated; and
- The plat is correct in accordance with surveying and platting standards of the State.

Subdivision Design, Improvements and Dedication

Below is an analysis of conformance with the relevant requirements of Chapter 4.13 of the Municipal Code.

Lot and Block Design (Sec. 4.13.070)

Each lot in a development is designed to provide adequate, readily accessible building site for a structure devoted to the intended use of the land. Specifically:

- Each parcel has a minimum of 25 feet of frontage on a dedicated public street and allows vehicular access from a public street.
- Lots and blocks will be designed to afford the maximum solar access to each building site at time of Development Permit or re-subdivision.
- Lot sizes will be in conformance with applicable planned unit development regulations at the time of Development Permit or re-subdivision.

Drainage (Sec. 4.13.050)

The submitted drainage report summarizes off-site and on-site drainage conditions and considerations and outlines the guidelines that will be used to design sustainable and Low Impact Design (LID) drainage mitigation measures for each area that meet the intent of the River Corridor Plan. All existing drainage easements have been depicted on the final plat document. Public Works/Engineering Staff is addressing all utility, grading, and drainage considerations to be incorporated into the Annexation and Development Agreement, which will be considered by Town Council.

School Land Dedication (Sec. 4.13.080)

The Annexation and Development Agreement states the Developer shall pay cash-in-lieu of conveyance of school lands in accordance with Code Sec. 4.13.080 D, as amended.

Streets and Alleys (Sec. 4.13.090)

The proposed plat creates non-developable parcels. The layout and design, construction, street lights, and maintenance of the streets will be addressed at time of Development Permit or re-subdivision.

Easement (Sec. 4.13.100)

All existing easements are depicted on the plat. Access and a 50' water line and sewer easements are depicted on the plat.

Access (Sec. 5.13.120)

The subject property abuts Highway 6, which is under the jurisdiction of CDOT. The applicant has secured access permits from CDOT and dedicated a 50-foot access easement along the entire frontage of Highway 6 to ensure each parcel has adequate and safe access.

Water Distribution (Sec. 13.140) and Wastewater Collection (Sec. 4.13.150)

Development is prohibited on the property until connection to the Town of Eagle municipal water and wastewater system or the developer proposes a reliable alternative.

Dedications, General (Sec.4.13.180)

The purpose of this plat is to ensure that future dedication of land and easements are free and clear of all liens and encumbrances. The developer has agreed to convey parcel OS_1 and OS-3 to the Town by special warranty deed within 30 days after issuance of the first Development Permit for Planning Area 1, or within ten (10) years of the Effective Date of the Annexation and Development Agreement, whichever occurs first. Parcel 5B slated for a public park will be conveyed to the Town by special warranty deed within 30 days after issuance of the first Development Permit for Planning Areas 4, 5, or 6, or within ten (10) years of the Effective Date of the Annexation and Development Agreement, whichever occurs first.

Municipal and Park Land Dedication (Sec. 4.13.190)

Final municipal and park land dedication requirements will be met at the time of the first Development Permit of the respective planning areas where development is contemplated or within ten (10) years of the Effective Date of the Annexation and Development Agreement (see above).

Impact Fees

The Developer has agreed to pay all impact fees (street improvement, fire department, public safety, and others).

Adequate Public Facilities

Since this plat does non-developable parcels, a determination of adequate public facilities will be required at the time of Development Permit or re-subdivision that creates individual build-able lots.

PUBLIC NOTICE AND COMMENTS

The public hearing was publicly noticed in accordance with the applicable public notification requirement of the Eagle Land Use and Development Code. **No public comment has been received.**

STAFF RECOMMENDATION

Public Comments sent by Patrick Adler were received by Carrie McCool and Jessica Lake on 4/16/2020 outlining many concerns.

Staff recommends **approval** of the Red Mountain Ranch Subdivision Filing 5, Final Plat **with the following condition**:

1. Final technical redlined comments from Town Planner, Town Engineer, and Town Attorney shall be addressed prior to final plat recordation.

PLANNING & ZONING COMMISSION

1. Questions of Staff and/or Applicant
2. Public Comment
3. Deliberations

PLANNING AND ZONING COMMISSION POTENTIAL MOTIONS

Below are the Planning and Zoning Commission options related to Red Mountain Ranch Subdivision Filing 5, Final Plat PP/FP19-01:

1. I find the application substantially meets the standards for approval, and move to **APPROVE** the final plat with no conditions.
2. I find the application substantially meets the standards for approval, and move to **APPROVE** the final plat with the following condition(s) of approval:

<insert conditions of approval>

3. I find that the applicant has not provided sufficient information to review the application per the standards for approval and move to **CONTINUE** the request for final plat approval to the next regularly scheduled meeting.
4. I find that the application does not substantially meet the standards for approval and move to **DENY** the final plat.



July 17, 2019

Ms. Carrie McCool
Town of Eagle
PO Box 609
Eagle, CO 81632

HAND DELIVERED

Re: Red Mountain Ranch

Dear Carrie:

On behalf of the Red Mountain Ranch Partnership, Ltd, the Mervyn Lapin Revocable Trust and Griffin development LLC please accept this letter and the attachments as a formal application for a combined Subdivision Preliminary Plan and Final Plat application for the Red Mountain Ranch property.

These applications are submitted in support of and in combination with previously submitted applications for annexation and PUD Zoning Plan.

Under cover of this letter please find:

- An application form for a combined Subdivision Preliminary Plan and Final Plat. Red Mountain ranch is currently working under a deposit system with the Town of Eagle and the appropriate fees may be deducted from the account.
- Four copies of a brief application narrative describing the intent of the proposed subdivision.
- Four full size copies of the proposed final plat;
- One copy of a property title report.

Thank you for your attention to this application. We look forward to continuing to work with you on this exciting project. If you have any questions or require additional information please contact me at your convenience.

Sincerely,

Rick Pylman

Rick Pylman
Copy: Mervyn Lapin, Eric Eves

We, GRIFFIN DEVELOPMENT LLC, EAGLE RIVER COMMERCIAL LLC, & RED MOUNTAIN RANCH PARTNERSHIP LLLP the sole owners in fee simple of all that real property described as follows:

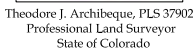
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We hereby accept the responsibility for the completion of all required public improvements for the Subdivision, and further, hereby grant the right to install and maintain all necessary structures to the entity responsible for providing the services for which the easements are established.

~~We further state that this subdivision shall be subject to the protective covenants filed and recorded for this subdivision in the offices of the Clerk and Recorder of Eagle County, Colorado, in as Reception No. _____.~~

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon. Additionally, this document is prepared for the sole purpose of use by the parties stated herein. The improvements are generally situated as shown and only apparent (visible at the time of fieldwork) improvements and encroachments are noted.

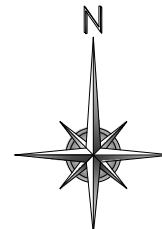
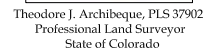
12) EAGLE RIVER COMMERCIAL LLC, RED MOUNTAIN RANCH PARTNERSHIP LLLP, and GRIFFIN DEVELOPMENT LLC, for itself, its successors and specific assigns, hereby create common access easements on, over, under, above, across and through those parts of Parcel 1, Parcel 4 and Parcel 6, inclusive, that are designated hereon as "Access Easement" for the benefit of the adjoining properties of each that are designated as "Access Easement", for both pedestrian and vehicular, and passage upon, across and over such access easements. Said Access Easements may be vacated as each planning area is developed and a defined route and replacement easement is provided.



Declarations or Protective Covenants are filed as Reception No. _____

[illegible]

**A PARCEL OF LAND IN SECTIONS 26, 27, 33, AND 34 | TRACTS 58,
59, AND 70, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH. P.M.
TOWN OF EAGLE - COUNTY OF EAGLE - STATE OF COLORADO**



100 0 50 100 200 400

100 200 300 400

1 INCH = 100 FEET

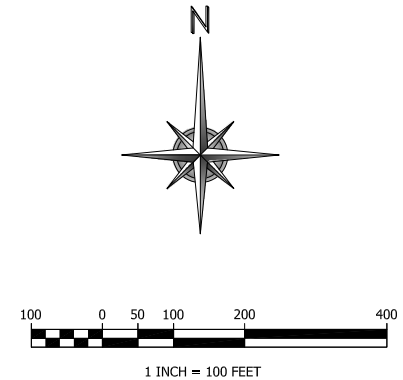
REVISED TJA 4-16-2020 TJA PER TOWN COMMENTS
REVISED TJA 4-2-2020 TJA PER TOWN COMMENTS
REVISED TJA 3-6-2020 TJA PER TOWN COMMENTS
REVISED TJA 12-2020 TJA PER TOWN COMMENTS
REVISED TJA 1-10-2019 TJA PER TOWN COMMENTS
REVISED TJA 11-14-2019 TJA PER TOWN COMMENTS
REVISED TJA 9-3-2019 TJA PER TOWN COMMENTS
REVISED TJA 8-29-2019 TJA PER TOWN COMMENTS
REVISED TJA 8-23-2019 TJA PER TOWN COMMENTS
REVISED TJA 8-19-2019 TJA PER TOWN COMMENTS

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon. Additionally, this document is prepared for the sole purpose of use by the parties stated hereon. The improvements are generally situated as shown and only apparent (visible at the time of fieldwork) improvements and encroachments are noted. Archibueque Land Consulting, Ltd., its owner(s) and employee(s) all warrant that the entire contents of this document are true and correct to the best of their knowledge. Any use of this document for any purpose constitutes acknowledgement and agreement to all terms stated herein.

DRAWN BY: TJA		DRAWING NAME: 16109_FP_RMR-F1.dwg	
SHEET 2 OF 4		DATE: 7-12-2019	CHECKED BY: DDM

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**A PARCEL OF LAND IN SECTIONS 26, 27, 33, AND 34 | TRACTS 58,
59, AND 70, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH. P.M.
TOWN OF EAGLE - COUNTY OF EAGLE - STATE OF COLORADO**



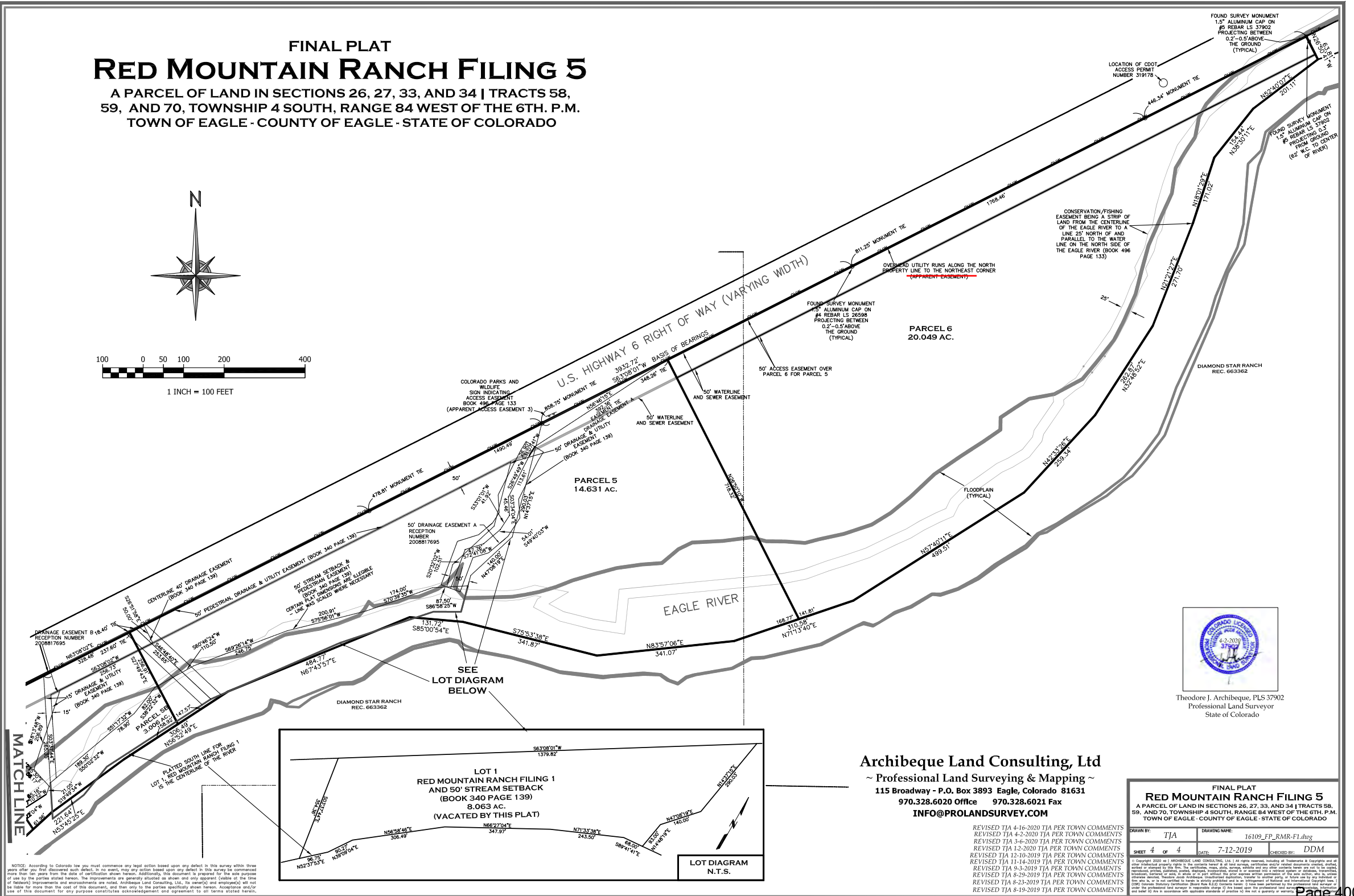
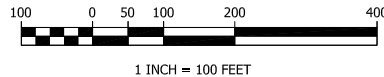
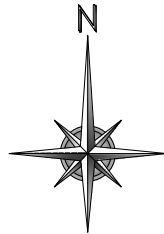
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REVISED TJA 9-3-2019 TJA PER TOWN COMMENTS
REVISED TJA 8-29-2019 TJA PER TOWN COMMENTS
REVISED TJA 8-23-2019 TJA PER TOWN COMMENTS
REVISED TJA 8-19-2019 TJA PER TOWN COMMENTS

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon. Additionally, this document is prepared for the sole purpose of use by the parties stated hereon. The improvements are generally situated as shown and only apparent (visible at the time of fieldwork) improvements and encroachments are noted. Archibute Land Consulting, Ltd., its owner(s) and employee(s) will not be liable for more than the cost of this document, and then only to the parties specifically shown hereon. Acceptance and/or use of this document for any purpose constitutes acknowledgement and agreement to all terms stated herein.

FINAL PLAT RED MOUNTAIN RANCH FILING 5			
A PARCEL OF LAND IN SECTIONS 26, 27, 33, AND 34, TRACTS 18M, 58, AND 70, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH, P.M., TOWNSHIP OF EAGLE - COUNTY OF EAGLE - STATE OF COLORADO			
DRAWN BY:	TJA	DRAWING NAME:	16109_FP_RMR-F1.dwg
SHEET	3	OF	4
DATE:	7-12-2019		CHECKED BY:
			DDM

FINAL PLAT RED MOUNTAIN RANCH FILING 5

A PARCEL OF LAND IN SECTIONS 26, 27, 33, AND 34 | TRACTS 58,
59, AND 70, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH. P.M.
TOWN OF EAGLE - COUNTY OF EAGLE - STATE OF COLORADO



Archibeque Land Consulting, Ltd
~ Professional Land Surveying & Mapping ~
115 Broadway - P.O. Box 3893 Eagle, Colorado 81631
970.328.6020 Office 970.328.6021 Fax
INFO@PROLANDSURVEY.COM

REVISED TJA 4-16-2020 TJA PER TOWN COMMENTS
REVISED TJA 4-2-2020 TJA PER TOWN COMMENTS
REVISED TJA 3-6-2020 TJA PER TOWN COMMENTS
REVISED TJA 12-2020 TJA PER TOWN COMMENTS
REVISED TJA 12-10-2019 TJA PER TOWN COMMENTS
REVISED TJA 11-14-2019 TJA PER TOWN COMMENTS
REVISED TJA 9-3-2019 TJA PER TOWN COMMENTS
REVISED TJA 8-29-2019 TJA PER TOWN COMMENTS
REVISED TJA 8-23-2019 TJA PER TOWN COMMENTS
REVISED TJA 8-19-2019 TJA PER TOWN COMMENTS

FINAL PLAT			
RED MOUNTAIN RANCH FILING 5			
A PARCEL OF LAND IN SECTIONS 26, 27, 33, AND 34 TRACTS 58, 59, AND 70, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH. P.M. TOWN OF EAGLE - COUNTY OF EAGLE - STATE OF COLORADO			
DRAWN BY:	TJA	DRAWING NAME:	16109_FP_RMR-F1.dwg
SHEET	4 of 4	DATE:	7-12-2019
		CHECKED BY:	DDM

4

When recorded, return to:

Eagle Development, Inc.
c/o Katz Law Firm
J. Richard Crawford, Esq.
435 Nichols Road, Suite 200
Kansas City, MO 64112

MEMORANDUM OF AGREEMENT

Notice is hereby given that Eagle Development, Inc., a Colorado corporation ("EDI") and Red Mountain Ranch Partnership, LLLP, a Colorado limited liability limited partnership ("RMR"), have entered into a certain Fourth Amendment to Agreement of Sale (the "Fourth Amendment") dated August 20, 2008, which includes certain provisions regarding the future conveyance of the land legally described in Exhibit A, attached hereto (individually an "RMR Tract" and collectively the "RMR Tracts"). Interested parties are directed to consult with EDI and RMR concerning the affect of the Fourth Amendment on the RMR Tracts. The terms of this Memorandum shall expire upon the conveyance or dedication of each RMR Tract as to the RMR Tract so conveyed or dedicated pursuant to the terms of the Fourth Amendment.

IN WITNESS WHEREOF, this Memorandum of Agreement has been executed as of the 200 day of August, 2008.

(Signatures on following page)

"RMR"

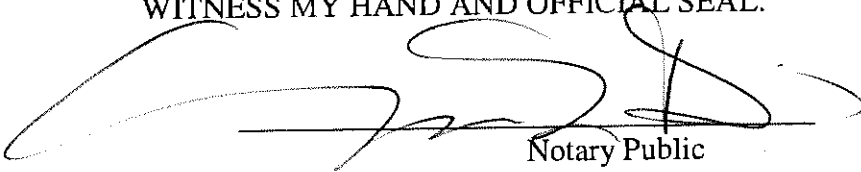
Red Mountain Ranch Partnership,
LLLP, a Colorado limited liability
limited partnership

By: Mervyn Lapin
Mervyn Lapin, General Partner

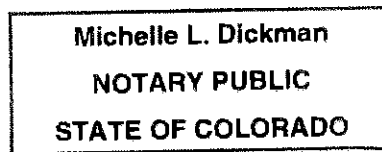
STATE OF Colorado) ss
COUNTY OF Eagle)

The above and foregoing document was acknowledged before me this
20th day of August, 2008, by Mervyn Lapin as general partner of Red
Mountain Ranch Partnership, LLLP, a Colorado limited liability limited partnership.

WITNESS MY HAND AND OFFICIAL SEAL.


Notary Public

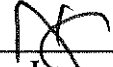
My commission expires: _____



My commission expires 08/21/2008

"EDI"

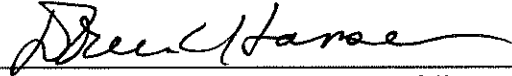
Eagle Development, Inc., a Colorado corporation:

By: 
Dan Lowe, President

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

The above and foregoing document was acknowledged before me this 13 day of Aug, 2008, by Dan Lowe as President of Eagle Development, Inc., a Colorado corporation.

WITNESS MY HAND AND OFFICIAL SEAL.



Notary Public

DOREEN C. HANSEN

My commission expires Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Oct 28, 2011
Commission # 07384893

EXHIBIT A

NORTH I-70 INTERCHANGE LAND

A parcel of land located within Tracts 58 and 62, Section 27, Township 4 South, Range 84 West of the Sixth Principal Meridian, according to the Supplemental Plat of the Independent Resurvey thereof accepted in the U.S. Surveyor General's Office, June 20, 1922, Eagle County, Colorado, with the bearings described hereon based on a bearing of S89°54'19"E for the 1 - 2 line of said Tract 62 between Corner No. 1 and Corner No. 2 of said Tract 62, both being a 2 1/2" GLO brass caps on 1" iron pipe, found in place, said parcel being more particularly described as follows:

Beginning at a point from which said Corner No. 1 of Tract 62 also being Corner No. 2 of said Tract 58 bears N50°31'16"W, 372.82 feet; thence N87°23'28"E, 595.77 feet; thence S82°43'35"E, 577.05 feet to a point on the northerly right-of-way of Interstate 70 (I-70); thence along said northerly right-of-way line the following two (2) courses:

- 1) S77°08'41"W, 981.93 feet;
- 2) along a non-tangent curve to the left having a length of 1213.70 feet, a radius of 5879.57 feet, a tangent of 609.02 feet, a delta of 11°49'39" and a chord of 1211.55 feet that bears S71°13'56"W;

thence departing said northerly right-of-way N51°41'52"E, 267.66 feet; thence N56°06'22"E, 875.64 feet to the Point of Beginning. Said parcel containing 8.158 acres, more or less.

AND

TRACT A

A parcel of land located in Tract 59, Section 33 and 34, Township 4 South, Range 84 West of the Sixth Principal Meridian, County of Eagle, State of Colorado, being a portion of the land described in Book 327 at Page 290, with the bearings described herein based on a bearing of S89°52'27"W for the 3 - 4 line of said Tract 59, Corner No. 3 being a 2 1/2 inch GLO brass cap on 1 inch Iron pipe, found in place and Corner No. 4 being a 2 1/2 inch aluminum cap on 2 1/4 inch aluminum pipe, PE\PLS #23089, found in place, said parcel of land being more particularly described as follows:

Beginning at a point on the southerly right-of-way line of Highway 6 and 24, from which said Corner No. 3 of said Tract 59 bears N13°03'47"W, 297.70 feet; thence departing said southerly right-of-way line the following seven (7) courses:

- 1) S55°44'50"W, 34.69 feet;
- 2) along a curve to the left having a length of 285.80 feet, a radius of 550.00 feet, a tangent of 146.21 feet, a delta of 29°46'23" and a chord of 282.60 feet that bears S40°51'38"W;
- 3) S25°58'26"W, 2.79 feet
- 4) along a curve to the right having a length of 135.34 feet, a radius of 134.00 feet, a tangent of 74.08 feet, a delta of 57°52'09" and a chord of 129.66 feet that bears S54°54'31"W;
- 5) S83°50'35"W, 41.51 feet;
- 6) along a curve to the left having a length of 64.03 feet, a radius of 200.00 feet, a tangent of 32.29 feet, a delta of 18°20'33" and a chord of 63.75 feet that bears S74°40'18"W;
- 7) S65°30'02"W, 596.03 feet

to a point on said southerly right-of-way line; thence along said right-of-way line N59°02'29"E, 1008.77 feet; thence along a curve to the right having a length of 117.34 feet, a radius of 11410.00 feet, a tangent of 58.67 feet, a delta of 0°35'21" and a chord of 117.34 feet that bears N59°20'10"E to the Point of Beginning. Said parcel containing 1.175 acres, more or less.

AND

EAGLE RIVER STATION TRACT B

A parcel of land located in Tract 58 and 59, Section 27, Township 4 South, Range 84 West of the Sixth Principal Meridian, County of Eagle, State of Colorado, being a portion of the land described in Book 327 at Page 290; Book 340 at Page 139; and Book 378 at Page 880, with the bearings described herein based on a bearing of S89°52'27"W for the 3 - 4 line of said Tract 59, Corner No. 3 being a 2 1/2 inch GLO brass cap on 1 inch iron pipe, found in place and Corner No. 4 being a 2 1/2 inch aluminum cap on 2 1/4 inch aluminum pipe, PE\PLS #23089, found in place, said parcel of land being more particularly described as follows:

Beginning at a point on the southerly right-of-way line of Highway 6 and 24, from which said Corner No. 3 of Tract 59 bears S70°05'26"W, 2212.63

feet; thence along said right-of-way line N63°08'29"E, 1168.55 feet; thence departing said southerly right-of-way line the following five (5) courses:

- 1) S49°50'09"W, 345.81 feet;
- 2) along a curve to the right having a length of 235.19 feet, a radius of 1100.00 feet, a tangent of 118.04 feet, a delta of 12°15'01" and a chord of 234.74 feet that bears S55°57'39"W;
- 3) along a non-tangent curve to the right having a length of 265.10 feet, a radius of 155.00 feet, a tangent of 178.29 feet, a delta of 97°59'42" and a chord of 233.95 feet that bears S66°43'15"W;
- 4) along a non-tangent curve to the right having a length of 190.31 feet, a radius of 1100.00 feet, a tangent of 95.39 feet, a delta of 09°54'46" and a chord of 190.07 feet that bears S75°08'34"W;
- 5) S80°05'56"W, 187.89 feet

to the Point of Beginning. Said parcel containing 2.021 acres, more or less.



RE: Red Mountain Ranch

1 message

Patrick Adler <padler@projectadvancement.com>

Sat, Apr 18, 2020 at 8:35 AM

To: McCool Development Solutions <carrie@mccooldevelopment.com>

Cc: Jessica Lake <jessica.lake@townofeagle.org>, Brett Heron <BHeron@reddevelopment.com>, Chad Phillips <chad.phillips@townofeagle.org>

Carrie,

How is the Final Plat dealing with the recorded 2008 Memorandum of Agreement which recognizes certain provisions regarding the future conveyance of land for both the western and eastern roundabouts? I wasn't able to locate any reference to this recorded document on the Final Plat.

Attached is a copy of the recorded 2008 Memorandum of Agreement along with an additional Exhibit A to help give context of the areas mentioned within the Memorandum of Agreement.

I really feel that a comprehensive approach to deal with how all of these pieces interrelate is warranted.

Please share with me if Staff's recommendation for approval still stands.

I look forward to your guidance on how these items will be addressed.

Sincerely,

Patrick Adler

Managing Member

602-989-2448



www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: Patrick Adler

Sent: Friday, April 17, 2020 3:53 PM

To: McCool Development Solutions <carrie@mccooldevelopment.com>

Cc: Jessica Lake <jessica.lake@townofeagle.org>; Brett Heron <BHeron@reddevelopment.com>; Chad Phillips <chad.phillips@townofeagle.org>

Subject: RE: Red Mountain Ranch

Thanks Carrie – I definitely have concerns regarding the Final Plat – that it is setting up expectations which may become difficult to deliver on those expectations in the future – especially pertaining to the portion of land within Parcel 3 which is to be dedicated to the non-profit entity when the majority of that portion of land has been planned to be dedicated towards the right of way for Highway 6 for the western roundabout. My concerns were captured in the PDF I sent to you yesterday titled "RMR Zoning PUD Overlay PDF Marked" (attached).

Please share with me how these concerns will be shared and added to the public comments section. Will the Planning and Zoning Commission receive an updated notification today?

In addition, will these concerns change Staff's recommendation for Approval?

It really seems that these issues need to be re-reviewed in light of the emergence of these conflicts which do not seem to have been accounted for in the Final Plat or the access point identified on PUD Zoning Plan for R/PUD-3. The fact that I have to reference the PUD Zoning Plan illustrates one of the issues I am having with this case – it is hard to get context on what is being proposed because there is not a comprehensive link between the documents besides the boundary – for example the revised access points are not shown on the Final Plat – the revised access points are only shown on the PUD Zoning Plan (and it is assumed that those points are correlated with RMR's recently received CDOT access permits).

What I feel is lacking is a comprehensive view of how all of these pieces inter-relate and how they tie into the future Highway 6 roundabouts (both western and eastern).

As I shared with you on April 15th, our collective goal should be that we do not want to create tomorrow's problems today.

I look forward to your guidance on how these items will be addressed.

Sincerely,

Patrick Adler

Managing Member

602-989-2448



www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: McCool Development Solutions <carrie@mccooldevelopment.com>

Sent: Friday, April 17, 2020 2:53 PM

To: Patrick Adler <padler@ProjectAdvancement.com>

Cc: Jessica Lake <jessica.lake@townofeagle.org>; Brett Heron <BHeron@reddevelopment.com>; Chad Phillips <chad.phillips@townofeagle.org>

Subject: Re: Red Mountain Ranch

Hi Pat,

My apologies. It was my understanding that your concerns related to the annexation and PUD and not the final plat. We will be sure to add this to the record at the hearing.

Thank you,

Carrie McCool, Town Planner
McCool Development Solutions
4383 Tennyson Street, Unit 1-D
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
www.mccooldevelopment.com

On Fri, Apr 17, 2020 at 3:40 PM Patrick Adler <padler@projectadvancement.com> wrote:

Carrie,

I received the Red Mountain Ranch Staff Report for this coming Tuesday's hearing and I was surprised to find that it stated "No Public Comments were received".

Attached is a marked up version of the Staff Report along with the Public Notification added as the 1st two pages. In the Public Notification, it stated how Public Comments could be conveyed which included an email to Jessica Lake. In my email to you on 4/16/2020 outlining my concerns, Jessica was copied on the email, so it seems that my concerns should have been registered as a Public Comment.

I have a conference call that will begin in 20 minutes that should last for an hour. Please feel free to contact me either prior to or after my conference call to outline how my comments will be registered and brought to the Planning and Zoning Commissions attention.

Sincerely,

Patrick Adler

Managing Member

602-989-2448



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Let's connect on [LinkedIn](#)

From: McCool Development Solutions <carrie@mccooldevelopment.com>

Sent: Thursday, April 16, 2020 8:05 AM

To: Patrick Adler <padler@ProjectAdvancement.com>

Cc: Jessica Lake <jessica.lake@townofeagle.org>; Brett Heron <BHeron@reddevelopment.com>; Chad Phillips <chad.phillips@townofeagle.org>

Subject: Re: Red Mountain Ranch

Thanks for the follow up, Pat. I have routed your email to engineering staff and will get back to you once I hear back. In the meantime, I'd like to virtually introduce you to Chad Phillips. He is the new Community Development Director and copied him on this email.

We'll be in touch soon.

Best,

Carrie McCool, Town Planner
McCool Development Solutions
[4383 Tennyson Street, Unit 1-D](#)
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
www.mccooldevelopment.com

On Thu, Apr 16, 2020 at 8:33 AM Patrick Adler <padler@projectadvancement.com> wrote:

Carrie,

I realize that I could have delineated a little better the items that I was seeing with the 3/5/2020 version of the Red Mountain Ranch PUD Zoning Plan when I attempted yesterday to overlay that plan with the future Highway 6 improvements for both the western and eastern roundabouts. Attached are the comments from my email embedded into the PDF exhibit to help us converge on the issues that need to be addressed.

It is important to note that both the western and eastern roundabouts have been planned in conjunction with the Town of Eagle and Red Mountain Ranch since prior to Eagle River Station's acquisition of the property in 2008. I have forwarded to you via WeTransfer.com a copy of the 2014 plans for both the western and eastern roundabouts in case you did not have prior access to these documents.

As I understand it, the plan, since prior to Eagle River Station's acquisition of the property on the north side of Highway 6 from Merv (Red Mountain Ranch), has been for Merv (Red Mountain Ranch) to dedicate the necessary right of way needed for both the western and eastern roundabouts in advance of these future improvements being constructed. You can see my concern when it appears that 3/5/2020 version of the Red Mountain Ranch PUD Zoning Plan does not seem to accommodate the future western and eastern roundabouts.

I am very interested in your thoughts on the appropriate course of action that should be taken moving forward regarding these issues.

Sincerely,

Patrick Adler

Managing Member

602-989-2448



www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: Patrick Adler
Sent: Wednesday, April 15, 2020 5:24 PM
To: McCool Development Solutions <carrie@mccooldevelopment.com>
Subject: RE: Red Mountain Ranch

Thanks Carrie,

After we spoke today I attempted to overlay the latest PUD Zoning Plan and it still seems like there are issues that need to be addressed pertaining to:

1. Planning Area 3 – C/PUD-2 (the Commercial/Educational Parcel)
 - a. Per the attached PDF page 2, you can see that this area will be covered with slope to accommodate the future western roundabout
2. Access to R/PUD -3
 - a. Per the attached PDF page 3, you can see that there are slope contours at the new access point for R/PUD-3 that need to be accounted for associated with the future eastern roundabout
3. The Discovery Trail alignment in OS-5 and C/PUD-2
 - a. Per the attached PDF page 2, you can see that the proposed alignment is located within the future roadway of the western roundabout

These concerns are in addition to the previously raised concerns associated with the location of the proposed Nature Education Center within the existing Drainage Easement.

I really think it is appropriate for these concerns to be on the record with an acknowledgement that whatever is moving forward in Red Mountain Ranch needs to appropriately integrate with the future improvements associated with the western and eastern round about so that proper expectations are set so that we aren't creating tomorrow's problems today.

What are your thoughts on how to best address these concerns?

Sincerely,

Patrick Adler

Managing Member

602-989-2448



www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: McCool Development Solutions <carrie@mccooldevelopment.com>

Sent: Wednesday, April 15, 2020 3:51 PM

To: Patrick Adler <padler@ProjectAdvancement.com>

Subject: Re: Red Mountain Ranch

Hi Pat,

It was nice talking with you this afternoon. Let me know if you need anything further.

Best,

Carrie McCool, Town Planner
McCool Development Solutions
[4383 Tennyson Street, Unit 1-D](#)
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
www.mccooldevelopment.com

On Wed, Apr 15, 2020 at 3:46 PM Patrick Adler <padler@projectadvancement.com> wrote:

Carrie,

I wanted to follow up with our conversation from last week and see if there are any updates on your end. Can you tune me in when you get the opportunity?

Sincerely,

Patrick Adler

Managing Member

602-989-2448



www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: Patrick Adler
Sent: Friday, April 10, 2020 9:01 AM
To: McCool Development Solutions <carrie@mccooldevelopment.com>
Subject: RE: Red Mountain Ranch

Carrie, my bad, I had reviewed the Final Plat that I pulled from the Town's website on 4/5/2020 when I assembled the PDFs I shared with you. On 4/9/2020 (yesterday), I was in receipt of the latest Final Plat and had not looked at it closely and missed that the Drainage Easement is in fact now shown on the latest version. The latest version does not fully show the anticipated R/W dedication for the proposed RoundABOUTs on Highway 6 (only a portion as highlighted in orange on the attached). The proposed R/W is only a Plan View of what is to come and it is important to note that there are significant grade issues. I will send you a cleaner version of the overlay I pieced together trying to merge these items with the Concept Plan that was posted and how the grade issues radically impact the access points and the Nature Education Center shown on that plan. Getting a better understanding of the layout of Red Mountain Ranch beyond the Final Plat would be helpful to better understand if the new Concept Plan still has the same issues.

Sincerely,

Patrick Adler
Managing Member
602-989-2448



www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: Patrick Adler
Sent: Friday, April 10, 2020 8:11 AM
To: McCool Development Solutions <carrie@mccooldevelopment.com>
Subject: RE: Red Mountain Ranch

Thanks Carrie,

Attached is a copy of some slides I assembled where I attempted to overlay the Eagle Development Permanent Drainage Easement that exists on Red Mountain Ranch's property along with the proposed Highway 6 Right of Way Dedication and the proposed contours for the grading of the proposed RoundABOUTs. It appears that there are some issues that need to be worked out between the two property owners, what are your thoughts?

Sincerely,

Patrick Adler

Managing Member

602-989-2448



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Let's connect on [LinkedIn](#)

From: McCool Development Solutions <carrie@mccooldevelopment.com>

Sent: Thursday, April 9, 2020 1:59 PM

To: Patrick Adler <padler@ProjectAdvancement.com>

Subject: Re: Red Mountain Ranch

Hi Patrick,

I left you a voicemail but thought I would follow up via email as well. The best number to reach me is my cell number which is 303.378.4540. The Red Mountain Ranch Team is working on revisions to their proposed PUD Guide and Zoning Plan. Once all town staff and external referral agency comments have been adequately addressed, the Annexation and Zoning applications will move forward for Town Board consideration. A new staff report will be issued prior to the Town Board public hearing. The Red Mountain Ranch 5th filing is set on the April 21st Planning and Zoning Commission agenda. The staff report will be issued on Friday, April 17th and posted on the Town's website. I have attached a copy of the Final Plat per your request. Please don't hesitate to reach out with any other questions.

Best,

Carrie McCool, Town Planner
McCool Development Solutions
[4383 Tennyson Street, Unit 1-D](#)
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
www.mccooldevelopment.com

On Thu, Apr 9, 2020 at 2:36 PM Patrick Adler <padler@projectadvancement.com> wrote:

Good afternoon Carrie,

I received your email address from Jessica Lake and she referred me to contact you regarding additional files pertaining to Red Mountain Ranch. Is the phone number 970-328-9655 (which is listed for you on the Town's website) the best phone number for you or is there a different number that should be used?

I have a copy of the Town Board Staff Report dated 2019-3-26, has a new version been prepared to incorporate the latest information?

Also, do you have a copy of the project's ALTA Survey that you can forward to me?

Sincerely,

Patrick Adler

Managing Member

602-989-2448



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Let's connect on [LinkedIn](#)

2 attachments

 **Memorandum of Agreement 2008-8-20.pdf**
152K

 **Exhibit A 2008-7-11.pdf**
137K



Comments

Patrick Adler <padler@projectadvancement.com>

Tue, Apr 21, 2020 at 5:14 PM

To: Jessica Lake <jessica.lake@townofeagle.org>

Cc: McCool Development Solutions <carrie@mccooldevelopment.com>

Jessica,

The attached file will be helpful for the Planning and Zoning Commission to have handy when I share my public comments tonight. This file consolidates many of the documents I have shared with Carrie McCool over the last 2 weeks.

Sincerely,

Patrick Adler

Managing Member

602-989-2448



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Let's connect on [LinkedIn](#)



2020-4-21 Composite.pdf
6468K



RE: Red Mountain Ranch

Patrick Adler <padler@projectadvancement.com>

Fri, Apr 17, 2020 at 3:40 PM

To: McCool Development Solutions <carrie@mccooldevelopment.com>

Cc: Jessica Lake <jessica.lake@townofeagle.org>, Brett Heron <BHeron@reddevelopment.com>, Chad Phillips <chad.phillips@townofeagle.org>

Carrie,

I received the Red Mountain Ranch Staff Report for this coming Tuesday's hearing and I was surprised to find that it stated "No Public Comments were received".

Attached is a marked up version of the Staff Report along with the Public Notification added as the 1st two pages. In the Public Notification, it stated how Public Comments could be conveyed which included an email to Jessica Lake. In my email to you on 4/16/2020 outlining my concerns, Jessica was copied on the email, so it seems that my concerns should have been registered as a Public Comment.

I have a conference call that will begin in 20 minutes that should last for an hour. Please feel free to contact me either prior to or after my conference call to outline how my comments will be registered and brought to the Planning and Zoning Commissions attention.

Sincerely,

Patrick Adler

Managing Member

602-989-2448



PROJECT
ADVANCEMENT

www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: McCool Development Solutions <carrie@mccooldevelopment.com>

Sent: Thursday, April 16, 2020 8:05 AM

To: Patrick Adler <padler@ProjectAdvancement.com>

Cc: Jessica Lake <jessica.lake@townofeagle.org>; Brett Heron <BHeron@reddevelopment.com>; Chad Phillips <chad.phillips@townofeagle.org>

Subject: Re: Red Mountain Ranch

Thanks for the follow up, Pat. I have routed your email to engineering staff and will get back to you once I hear back. In the meantime, I'd like to virtually introduce you to Chad Phillips. He is the new Community Development Director and copied him on this email.

We'll be in touch soon.

Best,



Carrie McCool, Town Planner
McCool Development Solutions
4383 Tennyson Street, Unit 1-D
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
www.mccooldevelopment.com

On Thu, Apr 16, 2020 at 8:33 AM Patrick Adler <padler@projectadvancement.com> wrote:

Carrie,

I realize that I could have delineated a little better the items that I was seeing with the 3/5/2020 version of the Red Mountain Ranch PUD Zoning Plan when I attempted yesterday to overlay that plan with the future Highway 6 improvements for both the western and eastern roundabouts. Attached are the comments from my email embedded into the PDF exhibit to help us converge on the issues that need to be addressed.

It is important to note that both the western and eastern roundabouts have been planned in conjunction with the Town of Eagle and Red Mountain Ranch since prior to Eagle River Station's acquisition of the property in 2008. I have forwarded to you via WeTransfer.com a copy of the 2014 plans for both the western and eastern roundabouts in case you did not have prior access to these documents.

As I understand it, the plan, since prior to Eagle River Station's acquisition of the property on the north side of Highway 6 from Merv (Red Mountain Ranch), has been for Merv (Red Mountain Ranch) to dedicate the necessary right of way needed for both the western and eastern roundabouts in advance of these future improvements being constructed. You can see my concern when it appears that 3/5/2020 version of the Red Mountain Ranch PUD Zoning Plan does not seem to accommodate the future western and eastern roundabouts.

I am very interested in your thoughts on the appropriate course of action that should be taken moving forward regarding these issues.

Sincerely,

Patrick Adler

Managing Member

602-989-2448



PROJECT
ADVANCEMENT

www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: Patrick Adler
Sent: Wednesday, April 15, 2020 5:24 PM
To: McCool Development Solutions <carrie@mccooldevelopment.com>
Subject: RE: Red Mountain Ranch

Thanks Carrie,

After we spoke today I attempted to overlay the latest PUD Zoning Plan and it still seems like there are issues that need to be addressed pertaining to:

1. Planning Area 3 – C/PUD-2 (the Commercial/Educational Parcel)
 - a. Per the attached PDF page 2, you can see that this area will be covered with slope to accommodate the future western roundabout
2. Access to R/PUD -3
 - a. Per the attached PDF page 3, you can see that there are slope contours at the new access point for R/PUD-3 that need to be accounted for associated with the future eastern roundabout
3. The Discovery Trail alignment in OS-5 and C/PUD-2

a. Per the attached PDF page 2, you can see that the proposed alignment is located within the future roadway of the western round-about

These concerns are in addition to the previously raised concerns associated with the location of the proposed Nature Education Center within the existing Drainage Easement.

I really think it is appropriate for these concerns to be on the record with an acknowledgement that whatever is moving forward in Red Mountain Ranch needs to appropriately integrate with the future improvements associated with the western and eastern round about so that proper expectations are set so that we aren't creating tomorrow's problems today.

What are your thoughts on how to best address these concerns?

Sincerely,

Patrick Adler

Managing Member

602-989-2448



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ADVANCEMENT

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Let's connect on [LinkedIn](#)

From: McCool Development Solutions <carrie@mccooldevelopment.com>

Sent: Wednesday, April 15, 2020 3:51 PM

To: Patrick Adler <padler@ProjectAdvancement.com>

Subject: Re: Red Mountain Ranch

Hi Pat,

It was nice talking with you this afternoon. Let me know if you need anything further.

Best,



Carrie McCool, Town Planner
McCool Development Solutions
4383 Tennyson Street, Unit 1-D
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
www.mccooldevelopment.com

On Wed, Apr 15, 2020 at 3:46 PM Patrick Adler <padler@projectadvancement.com> wrote:

Carrie,

I wanted to follow up with our conversation from last week and see if there are any updates on your end. Can you tune me in when you get the opportunity?

Sincerely,

Patrick Adler

Managing Member

602-989-2448



PROJECT
ADVANCEMENT

www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: Patrick Adler
Sent: Friday, April 10, 2020 9:01 AM
To: McCool Development Solutions <carrie@mccooldevelopment.com>
Subject: RE: Red Mountain Ranch

Carrie, my bad, I had reviewed the Final Plat that I pulled from the Town's website on 4/5/2020 when I assembled the PDFs I shared with you. On 4/9/2020 (yesterday), I was in receipt of the latest Final Plat and had not looked at it closely and missed that the Drainage Easement is in fact now shown on the latest version. The latest version does not fully show the anticipated R/W dedication for the proposed RoundABOUTs on Highway 6 (only a portion as highlighted in orange on the attached). The proposed R/W is only a Plan View of what is to come and it is important to note that there are significant grade issues. I will send you a cleaner version of the overlay I pieced together trying to merge these items with the Concept Plan that was posted and how the grade issues radically impact the access points and the Nature Education Center shown on that plan. Getting a better understanding of the layout of Red Mountain Ranch beyond the Final Plat would be helpful to better understand if the new Concept Plan still has the same issues.

Sincerely,

Patrick Adler

Managing Member

602-989-2448



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Let's connect on [LinkedIn](#)

From: Patrick Adler
Sent: Friday, April 10, 2020 8:11 AM
To: McCool Development Solutions <carrie@mccooldevelopment.com>
Subject: RE: Red Mountain Ranch

Thanks Carrie,

Attached is a copy of some slides I assembled where I attempted to overlay the Eagle Development Permanent Drainage Easement that exists on Red Mountain Ranch's property along with the proposed Highway 6 Right of Way Dedication and the proposed contours for the grading of the

proposed Round Abouts. It appears that there are some issues that need to be worked out between the two property owners, what are your thoughts?

Sincerely,

Patrick Adler

Managing Member

602-989-2448



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Let's connect on [LinkedIn](#)

From: McCool Development Solutions <carrie@mccooldevelopment.com>

Sent: Thursday, April 9, 2020 1:59 PM

To: Patrick Adler <padler@ProjectAdvancement.com>

Subject: Re: Red Mountain Ranch

Hi Patrick,

I left you a voicemail but thought I would follow up via email as well. The best number to reach me is my cell number which is 303.378.4540. The Red Mountain Ranch Team is working on revisions to their proposed PUD Guide and Zoning Plan. Once all town staff and external referral agency comments have been adequately addressed, the Annexation and Zoning applications will move forward for Town Board consideration. A new staff report will be issued prior to the Town Board public hearing. The Red Mountain Ranch 5th filing is set on the April 21st Planning and Zoning Commission agenda. The staff report will be issued on Friday, April 17th and posted on the Town's website. I have attached a copy of the Final Plat per your request. Please don't hesitate to reach out with any other questions.

Best,

Carrie McCool, Town Planner
McCool Development Solutions
[4383 Tennyson Street, Unit 1-D](#)
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
www.mccooldevelopment.com

On Thu, Apr 9, 2020 at 2:36 PM Patrick Adler <padler@projectadvancement.com> wrote:

Good afternoon Carrie,

I received your email address from Jessica Lake and she referred me to contact you regarding additional files pertaining to Red Mountain Ranch. Is the phone number 970-328-9655 (which is listed for you on the Town's website) the best phone number for you or is there a different number that should be used?

I have a copy of the Town Board Staff Report dated 2019-3-26, has a new version been prepared to incorporate the latest information?

Also, do you have a copy of the project's ALTA Survey that you can forward to me?

Sincerely,

Patrick Adler

Managing Member

602-989-2448



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 **RMR PandZ Staff Report MARKED.pdf**
4575K



EAGLE RIVER STATION
EXHIBIT A
SITEPLAN

Exhibit A and Memorandum of Agreement

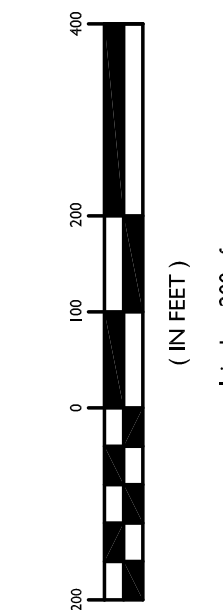


J&K, INC.

ARCHITECTURE
CIVIL ENGINEERING
LAND SURVEYING
MAPPING
PLANNING
STRUCTURAL ENGINEERING

POST OFFICE BOX 409
1286 CHAMBERS AVE., SUITE 200
EAGLE, COLORADO 81631
P 970 328 6368
F 970 328 1035
WWW.JK-INC.COM

REVISIONS		DESCRIPTION	BY	CHK
1	7/1/08	ISS PROPERTY EXHIBIT		
		NO.	DATE	ISSUE



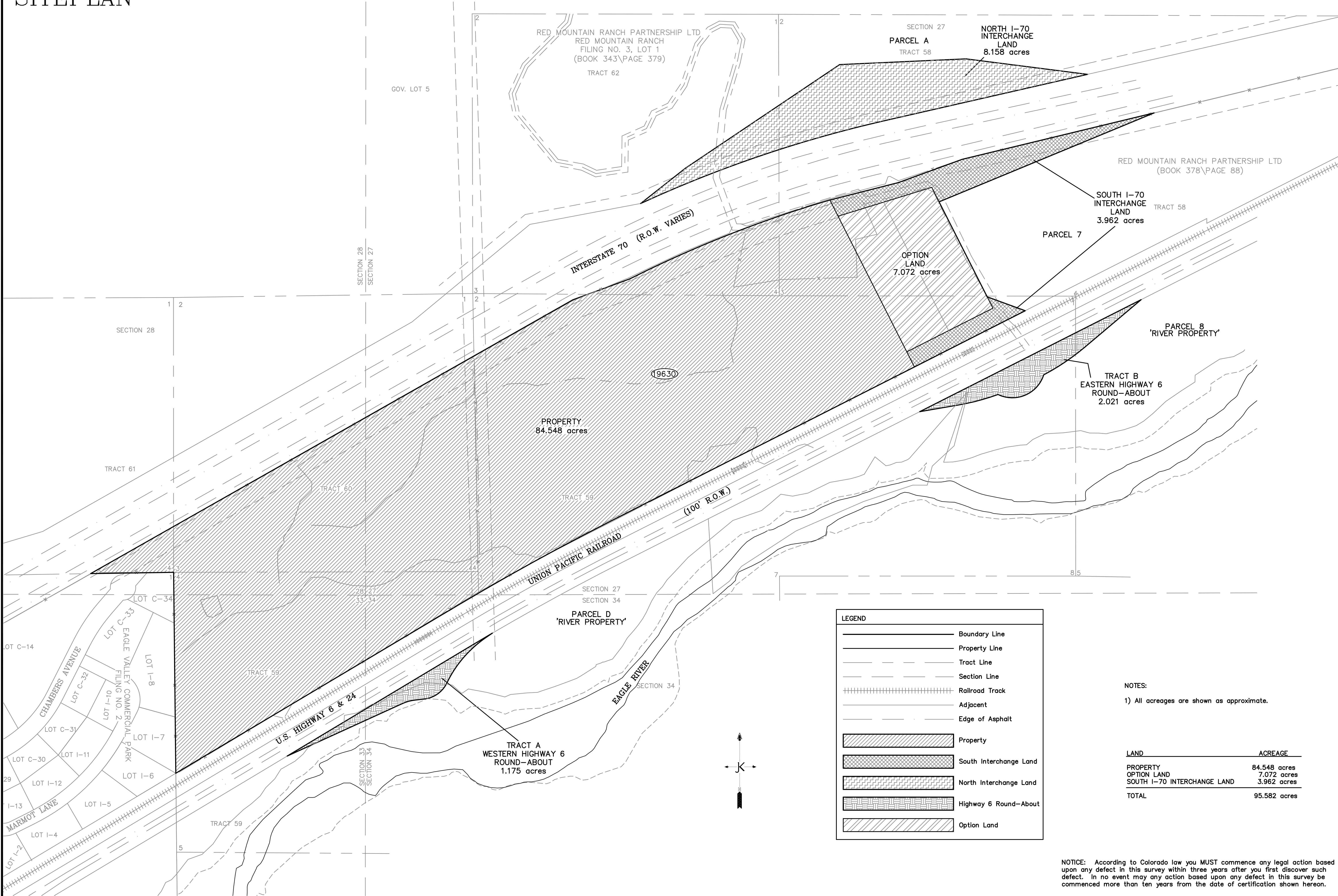
SCALE

JOB NO. 8109

SHEET NO.

1

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LEGEND	
	Boundary Line
	Property Line
	Tract Line
	Section Line
	Railroad Track
	Adjacent
	Edge of Asphalt
	Property
	South Interchange Land
	North Interchange Land
	Highway 6 Round-About
	Option Land

NOTES:
1) All acreages are shown as approximate.

LAND	ACREAGE
PROPERTY	84,548 acres
OPTION LAND	7,072 acres
SOUTH I-70 INTERCHANGE LAND	3,962 acres
TOTAL	95,582 acres

NOTICE: According to Colorado law you MUST commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

4

When recorded, return to:

Eagle Development, Inc.
c/o Katz Law Firm
J. Richard Crawford, Esq.
435 Nichols Road, Suite 200
Kansas City, MO 64112

MEMORANDUM OF AGREEMENT

Notice is hereby given that Eagle Development, Inc., a Colorado corporation ("EDI") and Red Mountain Ranch Partnership, LLLP, a Colorado limited liability limited partnership ("RMR"), have entered into a certain Fourth Amendment to Agreement of Sale (the "Fourth Amendment") dated August 20, 2008, which includes certain provisions regarding the future conveyance of the land legally described in Exhibit A, attached hereto (individually an "RMR Tract" and collectively the "RMR Tracts"). Interested parties are directed to consult with EDI and RMR concerning the affect of the Fourth Amendment on the RMR Tracts. The terms of this Memorandum shall expire upon the conveyance or dedication of each RMR Tract as to the RMR Tract so conveyed or dedicated pursuant to the terms of the Fourth Amendment.

IN WITNESS WHEREOF, this Memorandum of Agreement has been executed as of the 200 day of August, 2008.

(Signatures on following page)

K:\RED\Eagle, CO\Closing\Memo of Contract\Memo-02.doc

EA-TC
H0211640

"RMR"

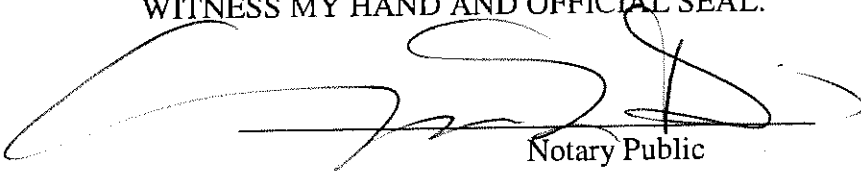
Red Mountain Ranch Partnership,
LLLP, a Colorado limited liability
limited partnership

By: Mervyn Lapin
Mervyn Lapin, General Partner

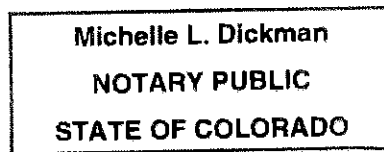
STATE OF Colorado) ss
COUNTY OF Eagle)

The above and foregoing document was acknowledged before me this
20th day of August, 2008, by Mervyn Lapin as general partner of Red
Mountain Ranch Partnership, LLLP, a Colorado limited liability limited partnership.

WITNESS MY HAND AND OFFICIAL SEAL.


Notary Public

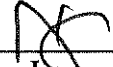
My commission expires: _____



My commission expires 08/21/2008

"EDI"

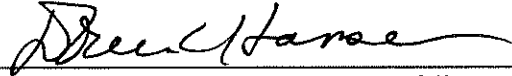
Eagle Development, Inc., a Colorado corporation:

By: 
Dan Lowe, President

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

The above and foregoing document was acknowledged before me this 13 day of Aug, 2008, by Dan Lowe as President of Eagle Development, Inc., a Colorado corporation.

WITNESS MY HAND AND OFFICIAL SEAL.



Notary Public

DOREEN C. HANSEN

My commission expires Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Oct 28, 2011
Commission # 07384893

EXHIBIT A

NORTH I-70 INTERCHANGE LAND

A parcel of land located within Tracts 58 and 62, Section 27, Township 4 South, Range 84 West of the Sixth Principal Meridian, according to the Supplemental Plat of the Independent Resurvey thereof accepted in the U.S. Surveyor General's Office, June 20, 1922, Eagle County, Colorado, with the bearings described hereon based on a bearing of S89°54'19"E for the 1 - 2 line of said Tract 62 between Corner No. 1 and Corner No. 2 of said Tract 62, both being a 2 1/2" GLO brass caps on 1" iron pipe, found in place, said parcel being more particularly described as follows:

Beginning at a point from which said Corner No. 1 of Tract 62 also being Corner No. 2 of said Tract 58 bears N50°31'16"W, 372.82 feet; thence N87°23'28"E, 595.77 feet; thence S82°43'35"E, 577.05 feet to a point on the northerly right-of-way of Interstate 70 (I-70); thence along said northerly right-of-way line the following two (2) courses:

- 1) S77°08'41"W, 981.93 feet;
- 2) along a non-tangent curve to the left having a length of 1213.70 feet, a radius of 5879.57 feet, a tangent of 609.02 feet, a delta of 11°49'39" and a chord of 1211.55 feet that bears S71°13'56"W;

thence departing said northerly right-of-way N51°41'52"E, 267.66 feet; thence N56°06'22"E, 875.64 feet to the Point of Beginning. Said parcel containing 8.158 acres, more or less.

AND

TRACT A

A parcel of land located in Tract 59, Section 33 and 34, Township 4 South, Range 84 West of the Sixth Principal Meridian, County of Eagle, State of Colorado, being a portion of the land described in Book 327 at Page 290, with the bearings described herein based on a bearing of S89°52'27"W for the 3 - 4 line of said Tract 59, Corner No. 3 being a 2 1/2 inch GLO brass cap on 1 inch Iron pipe, found in place and Corner No. 4 being a 2 1/2 inch aluminum cap on 2 1/4 inch aluminum pipe, PE\PLS #23089, found in place, said parcel of land being more particularly described as follows:

Beginning at a point on the southerly right-of-way line of Highway 6 and 24, from which said Corner No. 3 of said Tract 59 bears N13°03'47"W, 297.70 feet; thence departing said southerly right-of-way line the following seven (7) courses:

- 1) S55°44'50"W, 34.69 feet;
- 2) along a curve to the left having a length of 285.80 feet, a radius of 550.00 feet, a tangent of 146.21 feet, a delta of 29°46'23" and a chord of 282.60 feet that bears S40°51'38"W;
- 3) S25°58'26"W, 2.79 feet
- 4) along a curve to the right having a length of 135.34 feet, a radius of 134.00 feet, a tangent of 74.08 feet, a delta of 57°52'09" and a chord of 129.66 feet that bears S54°54'31"W;
- 5) S83°50'35"W, 41.51 feet;
- 6) along a curve to the left having a length of 64.03 feet, a radius of 200.00 feet, a tangent of 32.29 feet, a delta of 18°20'33" and a chord of 63.75 feet that bears S74°40'18"W;
- 7) S65°30'02"W, 596.03 feet

to a point on said southerly right-of-way line; thence along said right-of-way line N59°02'29"E, 1008.77 feet; thence along a curve to the right having a length of 117.34 feet, a radius of 11410.00 feet, a tangent of 58.67 feet, a delta of 0°35'21" and a chord of 117.34 feet that bears N59°20'10"E to the Point of Beginning. Said parcel containing 1.175 acres, more or less.

AND

EAGLE RIVER STATION TRACT B

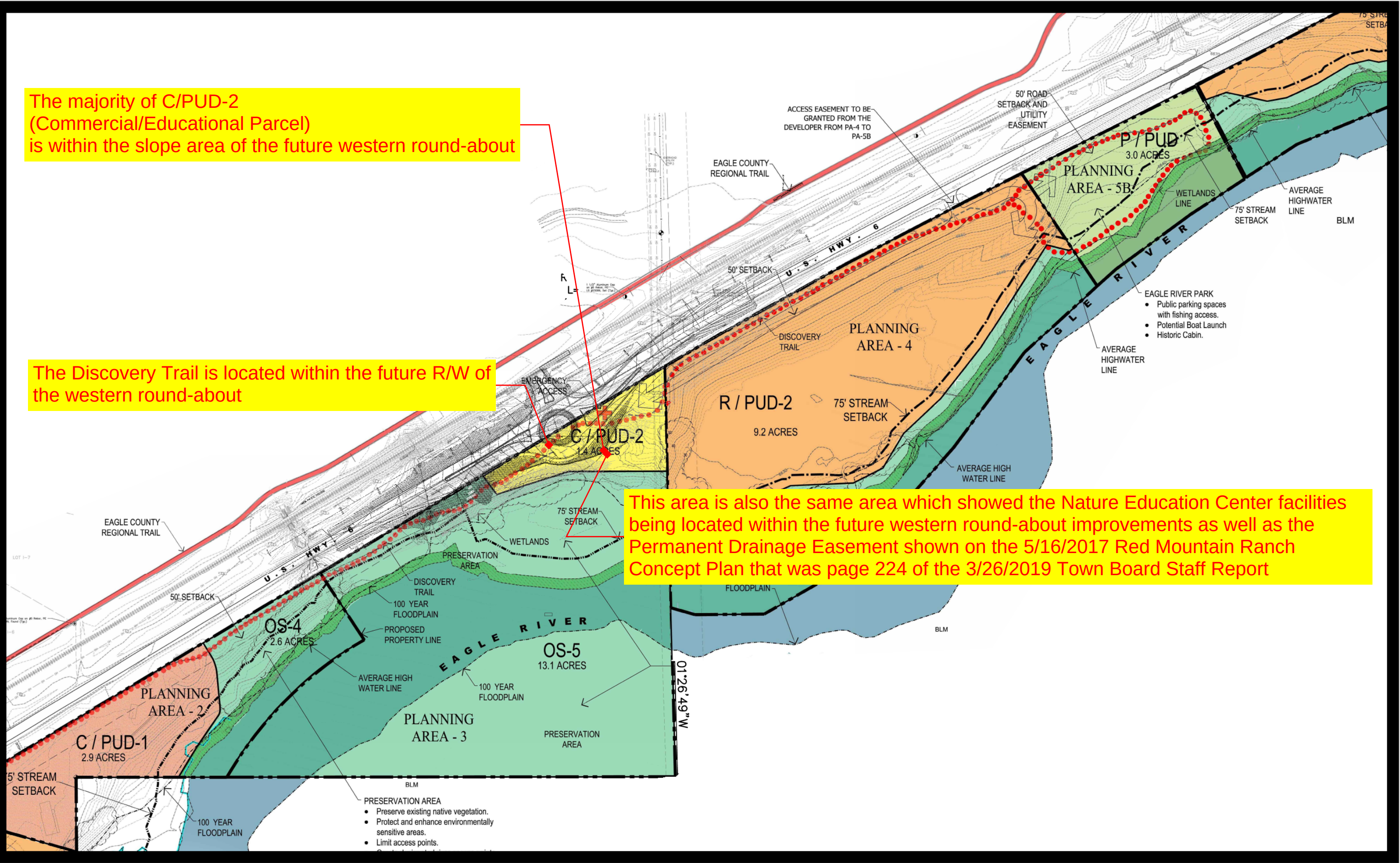
A parcel of land located in Tract 58 and 59, Section 27, Township 4 South, Range 84 West of the Sixth Principal Meridian, County of Eagle, State of Colorado, being a portion of the land described in Book 327 at Page 290; Book 340 at Page 139; and Book 378 at Page 880, with the bearings described herein based on a bearing of S89°52'27"W for the 3 - 4 line of said Tract 59, Corner No. 3 being a 2 1/2 inch GLO brass cap on 1 inch iron pipe, found in place and Corner No. 4 being a 2 1/2 inch aluminum cap on 2 1/4 inch aluminum pipe, PE\PLS #23089, found in place, said parcel of land being more particularly described as follows:

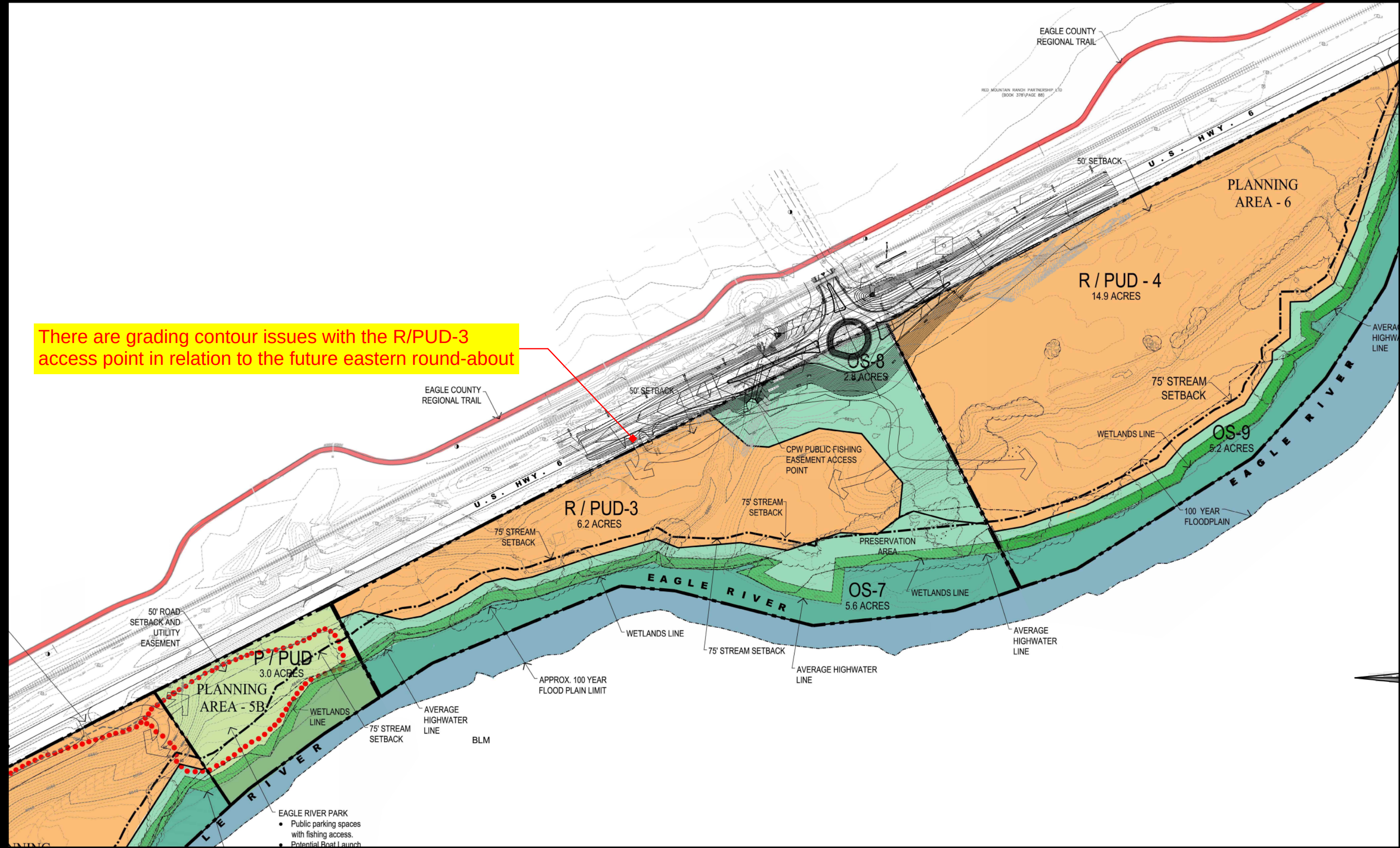
Beginning at a point on the southerly right-of-way line of Highway 6 and 24, from which said Corner No. 3 of Tract 59 bears S70°05'26"W, 2212.63

feet; thence along said right-of-way line N63°08'29"E, 1168.55 feet; thence departing said southerly right-of-way line the following five (5) courses:

- 1) S49°50'09"W, 345.81 feet;
- 2) along a curve to the right having a length of 235.19 feet, a radius of 1100.00 feet, a tangent of 118.04 feet, a delta of 12°15'01" and a chord of 234.74 feet that bears S55°57'39"W;
- 3) along a non-tangent curve to the right having a length of 265.10 feet, a radius of 155.00 feet, a tangent of 178.29 feet, a delta of 97°59'42" and a chord of 233.95 feet that bears S66°43'15"W;
- 4) along a non-tangent curve to the right having a length of 190.31 feet, a radius of 1100.00 feet, a tangent of 95.39 feet, a delta of 09°54'46" and a chord of 190.07 feet that bears S75°08'34"W;
- 5) S80°05'56"W, 187.89 feet

to the Point of Beginning. Said parcel containing 2.021 acres, more or less.





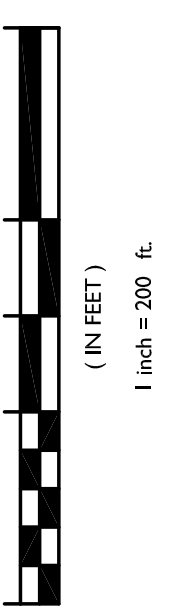
EAGLE RIVER STATION EXHIBIT A SITEPLAN



&K, INC.

ARCHITECTURE
CIVIL ENGINEERING
LAND SURVEYING
MAPPING
PLANNING
STRUCTURAL ENGINEERING

POST OFFICE BOX 409
286 CHAMBERS AVE., SUITE 200
EAGLE, COLORADO 81631
P 970 328 6368
F 970 328 1035
WWW.JK-INC.COM

[illegible]

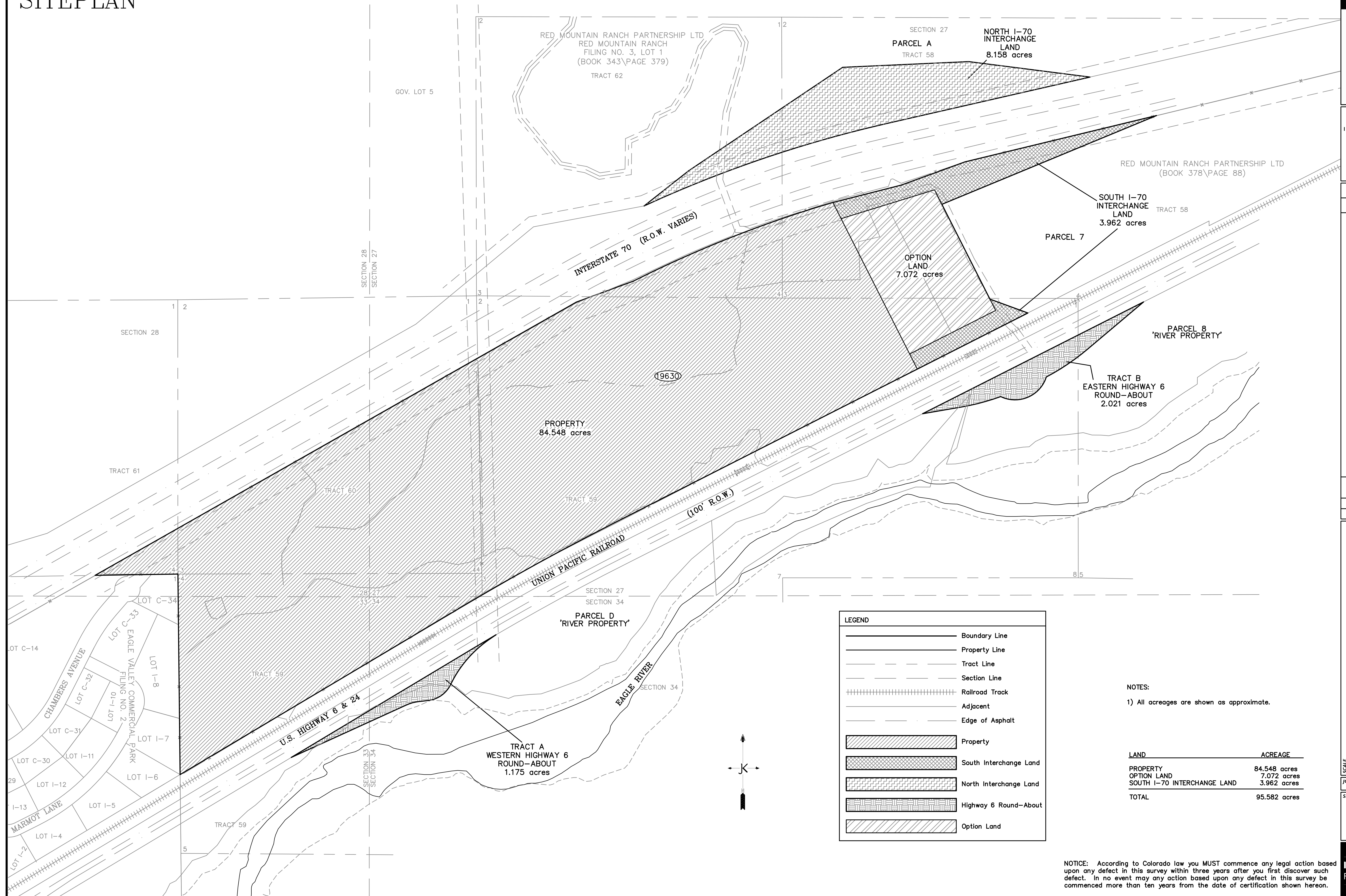
1

DB NO. 8109

SHEET NO.

1

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NOTICE: According to Colorado law you **MUST** commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.



RE: Red Mountain Ranch

Patrick Adler <padler@projectadvancement.com>

Thu, Apr 23, 2020 at 3:31 PM

To: McCool Development Solutions <carrie@mccooldevelopment.com>

Cc: Jessica Lake <jessica.lake@townofeagle.org>, Brett Heron <BHeron@reddevelopment.com>, Chad Phillips <chad.phillips@townofeagle.org>

Thanks Carrie, the information is very helpful.

Sincerely,

Patrick Adler

Managing Member

602-989-2448



www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: McCool Development Solutions <carrie@mccooldevelopment.com>

Sent: Thursday, April 23, 2020 2:29 PM

To: Patrick Adler <padler@ProjectAdvancement.com>

Cc: Jessica Lake <jessica.lake@townofeagle.org>; Brett Heron <BHeron@reddevelopment.com>; Chad Phillips <chad.phillips@townofeagle.org>

Subject: Re: Red Mountain Ranch

Hi Patrick,

Please see my responses in **red** below.



Carrie McCool, Town Planner
McCool Development Solutions
4383 Tennyson Street, Unit 1-D
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
www.mccooldevelopment.com

On Thu, Apr 23, 2020 at 10:48 AM Patrick Adler <padler@projectadvancement.com> wrote:

Good morning Carrie,

What are the next steps for the Red Mountain Ranch Filing 5 Final Plat?

Can you please share with me the next steps as well as details on the following items?

1. When will the case be presented to the Town Board of Trustees? **The answer here depends on the applicant. We are anticipating a resubmittal on the zoning and the Annexation and Development Agreement needs to be finalized. The annexation, zoning and final plat will be considered by Town Council at the same hearing.**
2. What is the window of time (both beginning and ending time periods) for Public Comments to be submitted on the case for the Town Board of Trustees hearing? **The hearing will be noticed in accordance with the public notification process outlined in the Code. Publication will occur once a week for four (4) successive weeks – which actually means that notice of hearing will be published 5 separate times. The public can email their comments to Jessica Lake.**
3. When will the video from the Town Planning and Zoning Commission hearing from 4/21/2020 be uploaded to the Town's website (see image below)? **Town staff is currently working on this. I'll let you know when it is uploaded.**

In addition, can you validate if the Title Report that is currently posted to the Town's website is the same version that is referenced in Note #6 on the cover of the 4/2/2020 Final Plat? This Final Plat Note #6 is pasted below and it refers to an Amendment No. 2 of Commitment No: 454-H0455614-610-ETO which I was not able to locate within the attached file (the Title Report that is currently posted to the Town's website). If the posted Title Commitment is not the version referenced in the Final Plat, can you please send me a copy of the Title Commitment that is referenced on the Final Plat? **I'll review the title work and get back to you on this.**

6) All existing easements shown hereon were derived from Commitment No: 454-H0455614-610-ETO, Amendment No. 2 provided by Heritage Title Company.

Most Recent Events		Category	
Name	Date/Time	Media	Files
4/21/2020 Planning & Zoning Commission	4/21/2020 6:00 PM		Download
Town Board of Trustees	4/14/2020 6:00 PM		Download

Sincerely,

Patrick Adler

Managing Member

602-989-2448



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Let's connect on [LinkedIn](#)

From: McCool Development Solutions <carrie@mccooldevelopment.com>

Sent: Monday, April 20, 2020 3:44 PM

To: Patrick Adler <padler@ProjectAdvancement.com>

Cc: Jessica Lake <jessica.lake@townofeagle.org>; Brett Heron <BHeron@reddevelopment.com>; Chad Phillips <chad.phillips@townofeagle.org>

Subject: Re: Red Mountain Ranch

Hi Patrick,

I hope you had a great weekend. The scope of this subdivision is limited to re-platting the entire property to create nine parcels to align with the seven planning areas in the PUD as well as create two open space parcels in Planning Area 1 (OS-1 and OS-3) and a 3-acre public park (Parcel 5B) to be designated as fee simple parcels for future dedication to the town. It does not propose any development and does not include the design of any improvements. No roads, utilities, development lots, or blocks are proposed or requested for review and approval with this subdivision. There is no requirement to dedicate right-of-way at this time. That will come later on in the entitlement process, which would be Development Permit or re-subdivision. There will be numerous Development Permits and replats on the RMR property as it builds out. The applicant

is fully aware, and the Town will include the requirement in the future Annexation and Development Agreement that they shall dedicate additional land within the property to the Town for the construction of a new roundabout on Highway 6. Approval of that future location is that of CDOT as they have jurisdiction over Highway 6. The Town cannot enforce agreements between private parties. All we can do is implement the current town regulations.

The only materials that are relevant to this review are the Red Mountain Ranch materials contained in the Planning and Zoning Commission packets dated April 21, 2020. The annexation, zoning and this final plat will be considered by Town Council at a later date. We will complete the public notice process when the applications are ready for Council consideration. Let me know if you have any further questions in the meantime as I'm happy to assist in any way I can. Have a great evening.

Best,

Carrie McCool, Town Planner
McCool Development Solutions
4383 Tennyson Street, Unit 1-D
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
www.mccooldevelopment.com

On Sat, Apr 18, 2020 at 12:30 PM Patrick Adler <padler@projectadvancement.com> wrote:

Thanks Carrie – I have intermittent availability today and I will be offline for the next several hours.

In order to keep the others included on our correspondence in the most efficient manner, it might be best to keep our correspondence via email.

In general, it has been my experience for recorded documents attached to a property to be referenced on a Final Plat. In addition, it seems that preserving the anticipated future right of way for both the western and eastern roundabouts would be in the Town's interest. On the 1st page of the Memorandum, it states that *"Interested parties are directed to consult with EDI and RMR concerning the effect of the Fourth Amendment on the RMR Tracts"*.

I am getting the perception that none of the concerns I have shared with you are being deemed relevant or causing reconsideration of Staff's recommendation for approval (which I find surprising). Is the engineering department for the Town fully tuned into the concerns that I have shared? Does the engineering department have the same perspective (that these concerns are not relevant and that Staff's approval recommendation should still stand)?

There has been a plethora of documents that have been posted to the Town's website on this case which I have been told by you is not relevant to Tuesday's hearing. What is essential at this point in time is to get from you the comprehensive list of ALL the relevant documents pertinent to Tuesday's hearing to better understand which of the posted documents on the Town's website we can ignore.

Sincerely,

Patrick Adler
Managing Member
602-989-2448



PROJECT
ADVANCEMENT
www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: McCool Development Solutions <carrie@mccooldevelopment.com>

Sent: Saturday, April 18, 2020 11:08 AM

To: Patrick Adler <padler@ProjectAdvancement.com>

Cc: Jessica Lake <jessica.lake@townofeagle.org>; Brett Heron <BHeron@reddevelopment.com>; Chad Phillips <chad.phillips@townofeagle.org>

Subject: Re: Red Mountain Ranch

Hi Patrick,

I reviewed the MOA provided on this beautiful Saturday morning. I don't see where the town is a party to the MOA. Let me know if I missed it.

Thank you,

Carrie McCool, Town Planner
McCool Development Solutions
4383 Tennyson Street, Unit 1-D
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
www.mccooldevelopment.com

On Sat, Apr 18, 2020 at 8:35 AM Patrick Adler <padler@projectadvancement.com> wrote:

Carrie,

How is the Final Plat dealing with the recorded 2008 Memorandum of Agreement which recognizes certain provisions regarding the future conveyance of land for both the western and eastern roundabouts? I wasn't able to locate any reference to this recorded document on the Final Plat.

Attached is a copy of the recorded 2008 Memorandum of Agreement along with an additional Exhibit A to help give context of the areas mentioned within the Memorandum of Agreement.

I really feel that a comprehensive approach to deal with how all of these pieces interrelate is warranted.

Please share with me if Staff's recommendation for approval still stands.

I look forward to your guidance on how these items will be addressed.

Sincerely,

Patrick Adler

Managing Member

602-989-2448



**PROJECT
ADVANCEMENT**

www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: Patrick Adler
Sent: Friday, April 17, 2020 3:53 PM
To: McCool Development Solutions <carrie@mccooldevelopment.com>
Cc: Jessica Lake <jessica.lake@townofeagle.org>; Brett Heron <BHeron@reddevelopment.com>; Chad Phillips <chad.phillips@townofeagle.org>
>
Subject: RE: Red Mountain Ranch

Thanks Carrie – I definitely have concerns regarding the Final Plat – that it is setting up expectations which may become difficult to deliver on those expectations in the future – especially pertaining to the portion of land within Parcel 3 which is to be dedicated to the non-profit entity when the majority of that portion of land has been planned to be dedicated towards the right of way for Highway 6 for the western round-about. My concerns were captured in the PDF I sent to you yesterday titled “RMR Zoning PUD Overlay PDF Marked” (attached).

Please share with me how these concerns will be shared and added to the public comments section. Will the Planning and Zoning Commission receive an updated notification today?

In addition, will these concerns change Staff's recommendation for Approval?

It really seems that these issues need to be re-reviewed in light of the emergence of these conflicts which do not seem to have been accounted for in the Final Plat or the access point identified on PUD Zoning Plan for R/PUD-3. The fact that I have to reference the PUD Zoning Plan illustrates one of the issues I am having with this case – it is hard to get context on what is being proposed because there is not a comprehensive link between the documents besides the boundary – for example the revised access points are not shown on the Final Plat – the revised access points are only shown on the PUD Zoning Plan (and it is assumed that those points are correlated with RMR's recently received CDOT access permits).

What I feel is lacking is a comprehensive view of how all of these pieces inter-relate and how they tie into the future Highway 6 roundabouts (both western and eastern).

As I shared with you on April 15th, our collective goal should be that we do not want to create tomorrow's problems today.

I look forward to your guidance on how these items will be addressed.

Sincerely,

Patrick Adler
Managing Member
602-989-2448



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Let's connect on [LinkedIn](#)

From: McCool Development Solutions <carrie@mccooldevelopment.com>
Sent: Friday, April 17, 2020 2:53 PM
To: Patrick Adler <padler@ProjectAdvancement.com>
Cc: Jessica Lake <jessica.lake@townofeagle.org>; Brett Heron <BHeron@reddevelopment.com>; Chad Phillips <chad.phillips@townofeagle.org>
>
Subject: Re: Red Mountain Ranch

Hi Pat,

My apologies. It was my understanding that your concerns related to the annexation and PUD and not the final plat. We will be sure to add this to the record at the hearing.

Thank you,

Carrie McCool, Town Planner
McCool Development Solutions
4383 Tennyson Street, Unit 1-D
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
www.mccooldevelopment.com

On Fri, Apr 17, 2020 at 3:40 PM Patrick Adler <padler@projectadvancement.com> wrote:

Carrie,

I received the Red Mountain Ranch Staff Report for this coming Tuesday's hearing and I was surprised to find that it stated "No Public Comments were received".

Attached is a marked up version of the Staff Report along with the Public Notification added as the 1st two pages. In the Public Notification, it stated how Public Comments could be conveyed which included an email to Jessica Lake. In my email to you on 4/16/2020 outlining my concerns, Jessica was copied on the email, so it seems that my concerns should have been registered as a Public Comment.

I have a conference call that will begin in 20 minutes that should last for an hour. Please feel free to contact me either prior to or after my conference call to outline how my comments will be registered and brought to the Planning and Zoning Commissions attention.

Sincerely,

Patrick Adler

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602-989-2448



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From: McCool Development Solutions <carrie@mccooldevelopment.com>

Sent: Thursday, April 16, 2020 8:05 AM

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Cc: Jessica Lake <jessica.lake@townofeagle.org>; Brett Heron <BHeron@reddevelopment.com>; Chad Phillips <chad.phillips@townofeagle.org>

Subject: Re: Red Mountain Ranch

Thanks for the follow up, Pat. I have routed your email to engineering staff and will get back to you once I hear back. In the meantime, I'd like to virtually introduce you to Chad Phillips. He is the new Community Development Director and copied him on this email.

We'll be in touch soon.

Best,

Carrie McCool, Town Planner
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It is important to note that both the western and eastern roundabouts have been planned in conjunction with the Town of Eagle and Red Mountain Ranch since prior to Eagle River Station's acquisition of the property in 2008. I have forwarded to you via WeTransfer.com a copy of the 2014 plans for both the western and eastern roundabouts in case you did not have prior access to these documents.

As I understand it, the plan, since prior to Eagle River Station's acquisition of the property on the north side of Highway 6 from Merv (Red Mountain Ranch), has been for Merv (Red Mountain Ranch) to dedicate the necessary right of way needed for both the western and eastern roundabouts in advance of these future improvements being constructed. You can see my concern when it appears that 3/5/2020 version of the Red Mountain Ranch PUD Zoning Plan does not seem to accommodate the future western and eastern roundabouts.

I am very interested in your thoughts on the appropriate course of action that should be taken moving forward regarding these issues.

Sincerely,

Patrick Adler

Managing Member

602-989-2448



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Let's connect on [LinkedIn](#)

From: Patrick Adler
Sent: Wednesday, April 15, 2020 5:24 PM
To: McCool Development Solutions <carrie@mccooldevelopment.com>
Subject: RE: Red Mountain Ranch

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After we spoke today I attempted to overlay the latest PUD Zoning Plan and it still seems like there are issues that need to be addressed pertaining to:

1. Planning Area 3 – C/PUD-2 (the Commercial/Educational Parcel)
 - a. Per the attached PDF page 2, you can see that this area will be covered with slope to accommodate the future western round-about
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 - a. Per the attached PDF page 3, you can see that there are slope contours at the new access point for R/PUD-3 that need to be accounted for associated with the future eastern round-about
3. The Discovery Trail alignment in OS-5 and C/PUD-2
 - a. Per the attached PDF page 2, you can see that the proposed alignment is located within the future roadway of the western round-about

These concerns are in addition to the previously raised concerns associated with the location of the proposed Nature Education Center within the existing Drainage Easement.

I really think it is appropriate for these concerns to be on the record with an acknowledgement that whatever is moving forward in Red Mountain Ranch needs to appropriately integrate with the future improvements associated with the western and eastern round about so that proper expectations are set so that we aren't creating tomorrow's problems today.

What are your thoughts on how to best address these concerns?

Sincerely,

Patrick Adler

Managing Member

602-989-2448



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Let's connect on [LinkedIn](#)

From: McCool Development Solutions <carrie@mccooldevelopment.com>

Sent: Wednesday, April 15, 2020 3:51 PM

To: Patrick Adler <padler@ProjectAdvancement.com>

Subject: Re: Red Mountain Ranch

Hi Pat,

It was nice talking with you this afternoon. Let me know if you need anything further.

Best,

Carrie McCool, Town Planner
McCool Development Solutions
4383 Tennyson Street, Unit 1-D
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
www.mccooldevelopment.com

On Wed, Apr 15, 2020 at 3:46 PM Patrick Adler <padler@projectadvancement.com> wrote:

Carrie,

I wanted to follow up with our conversation from last week and see if there are any updates on your end. Can you tune me in when you get the opportunity?

Sincerely,

Patrick Adler

Managing Member

602-989-2448



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Let's connect on [LinkedIn](#)

From: Patrick Adler
Sent: Friday, April 10, 2020 9:01 AM
To: McCool Development Solutions <carrie@mccooldevelopment.com>
Subject: RE: Red Mountain Ranch

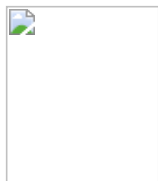
Carrie, my bad, I had reviewed the Final Plat that I pulled from the Town's website on 4/5/2020 when I assembled the PDFs I shared with you. On 4/9/2020 (yesterday), I was in receipt of the latest Final Plat and had not looked at it closely and missed that the Drainage Easement is in fact now shown on the latest version. The latest version does not fully show the anticipated R/W dedication for the proposed RoundABOUTS on Highway 6 (only a portion as highlighted in orange on the attached). The proposed R/W is only a Plan View of what is to come and it is important to note that there are significant grade issues. I will send you a cleaner version of the overlay I pieced together trying to merge these items with the Concept Plan that was posted and how the grade issues radically impact the access points and the Nature Education Center shown on that plan. Getting a better understanding of the layout of Red Mountain Ranch beyond the Final Plat would be helpful to better understand if the new Concept Plan still has the same issues.

Sincerely,

Patrick Adler

Managing Member

602-989-2448



www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: Patrick Adler
Sent: Friday, April 10, 2020 8:11 AM
To: McCool Development Solutions <carrie@mccooldevelopment.com>
Subject: RE: Red Mountain Ranch

Thanks Carrie,

Attached is a copy of some slides I assembled where I attempted to overlay the Eagle Development Permanent Drainage Easement that exists on Red Mountain Ranch's property along with the proposed Highway 6 Right of Way Dedication and the proposed contours for the grading of the proposed Roundabouts. It appears that there are some issues that need to be worked out between the two property owners, what are your thoughts?

Sincerely,

Patrick Adler

Managing Member

602-989-2448



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Let's connect on [LinkedIn](#)

From: McCool Development Solutions <carrie@mccooldevelopment.com>
Sent: Thursday, April 9, 2020 1:59 PM
To: Patrick Adler <padler@projectadvancement.com>
Subject: Re: Red Mountain Ranch

Hi Patrick,

I left you a voicemail but thought I would follow up via email as well. The best number to reach me is my cell number which is 303.378.4540. The Red Mountain Ranch Team is working on revisions to their proposed PUD Guide and Zoning Plan. Once all town staff and external referral agency comments have been adequately addressed, the Annexation and Zoning applications will move forward for Town Board consideration. A new staff report will be issued prior to the Town Board public hearing. The Red Mountain Ranch 5th filing is set on the April 21st Planning and Zoning Commission agenda. The staff report will be issued on Friday, April 17th and posted on the Town's website. I have attached a copy of the Final Plat per your request. Please don't hesitate to reach out with any other questions.

Best,

Carrie McCool, Town Planner
McCool Development Solutions
[4383 Tennyson Street, Unit 1-D](#)
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
www.mccooldevelopment.com

On Thu, Apr 9, 2020 at 2:36 PM Patrick Adler <padler@projectadvancement.com> wrote:

Good afternoon Carrie,

I received your email address from Jessica Lake and she referred me to contact you regarding additional files pertaining to Red Mountain Ranch. Is the phone number 970-328-9655 (which is listed for you on the Town's website) the best phone number for you or is there a different number that should be used?

I have a copy of the Town Board Staff Report dated 2019-3-26, has a new version been prepared to incorporate the latest information?

Also, do you have a copy of the project's ALTA Survey that you can forward to me?

Sincerely,

Patrick Adler

Managing Member

602-989-2448



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RE: Red Mountain Ranch

Patrick Adler <padler@projectadvancement.com>

Tue, Apr 28, 2020 at 4:50 PM

To: McCool Development Solutions <carrie@mccooldevelopment.com>

Cc: Jessica Lake <jessica.lake@townofeagle.org>, Brett Heron <BHeron@reddevelopment.com>, Chad Phillips <chad.phillips@townofeagle.org>

Thanks Carrie, I was just on the Town's website and it looks like the posted Title Report is still the older version. Can you share with me your anticipated timing for the release of the Commitment referenced in Note # 6 of the Final Plat?

Sincerely,

Patrick Adler

Managing Member

602-989-2448



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Let's connect on [LinkedIn](#)

From: Patrick Adler

Sent: Thursday, April 23, 2020 2:32 PM

To: McCool Development Solutions <carrie@mccooldevelopment.com>

Cc: Jessica Lake <jessica.lake@townofeagle.org>; Brett Heron <BHeron@reddevelopment.com>; Chad Phillips <chad.phillips@townofeagle.org>

Subject: RE: Red Mountain Ranch

Thanks Carrie, the information is very helpful.

Sincerely,

Patrick Adler

Managing Member

602-989-2448



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Let's connect on [LinkedIn](#)

From: McCool Development Solutions <carrie@mccooldevelopment.com>

Sent: Thursday, April 23, 2020 2:29 PM

To: Patrick Adler <padler@ProjectAdvancement.com>
Cc: Jessica Lake <jessica.lake@townofeagle.org>; Brett Heron <BHeron@reddevelopment.com>; Chad Phillips <chad.phillips@townofeagle.org>
Subject: Re: Red Mountain Ranch

Hi Patrick,

Please see my responses in red below.



Carrie McCool, Town Planner
McCool Development Solutions
4383 Tennyson Street, Unit 1-D
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
www.mccooldevelopment.com

On Thu, Apr 23, 2020 at 10:48 AM Patrick Adler <padler@projectadvancement.com> wrote:

Good morning Carrie,

What are the next steps for the Red Mountain Ranch Filing 5 Final Plat?

Can you please share with me the next steps as well as details on the following items?

1. When will the case be presented to the Town Board of Trustees? **The answer here depends on the applicant. We are anticipating a resubmittal on the zoning and the Annexation and Development Agreement needs to be finalized. The annexation, zoning and final plat will be considered by Town Council at the same hearing.**
2. What is the window of time (both beginning and ending time periods) for Public Comments to be submitted on the case for the Town Board of Trustees hearing? **The hearing will be noticed in accordance with the public notification process outlined in the Code. Publication will occur once a week for four (4) successive weeks – which actually means that notice of hearing will be published 5 separate times. The public can email their comments to Jessica Lake.**
3. When will the video from the Town Planning and Zoning Commission hearing from 4/21/2020 be uploaded to the Town's website (see image below)? **Town staff is currently working on this. I'll let you know when it is uploaded.**

In addition, can you validate if the Title Report that is currently posted to the Town's website is the same version that is referenced in Note #6 on the cover of the 4/2/2020 Final Plat? This Final Plat Note #6 is pasted below and it refers to an Amendment No. 2 of Commitment No: 454-H0455614-610-ETO which I was not able to locate within the attached file (the Title Report that is currently posted to the Town's website). If the posted Title Commitment is not the version referenced in the Final Plat, can you please send me a copy of the Title Commitment that is referenced on the Final Plat? **I'll review the title work and get back to you on this.**

6) All existing easements shown hereon were derived from Commitment No: 454-H0455614-610-ETO, Amendment No. 2 provided by Heritage Title Company.

Most Recent Events		Category	
Name	Date/Time	Media	Files
4/21/2020 Planning & Zoning Commission	4/21/2020 6:00 PM		Download
Town Board of Trustees	4/14/2020 6:00 PM		Download

Sincerely,

Patrick Adler

Managing Member

602-989-2448



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Let's connect on [LinkedIn](#)

From: McCool Development Solutions <carrie@mccooldevelopment.com>

Sent: Monday, April 20, 2020 3:44 PM

To: Patrick Adler <padler@ProjectAdvancement.com>

Cc: Jessica Lake <jessica.lake@townofeagle.org>; Brett Heron <BHeron@reddevelopment.com>; Chad Phillips <chad.phillips@townofeagle.org>

Subject: Re: Red Mountain Ranch

Hi Patrick,

I hope you had a great weekend. The scope of this subdivision is limited to re-platting the entire property to create nine parcels to align with the seven planning areas in the PUD as well as create two open space parcels in Planning Area 1 (OS-1 and OS-3) and a 3-acre public park (Parcel 5B) to be designated as fee simple parcels for future dedication to the town. It does not propose any development and does not include the design of any improvements. No roads, utilities, development lots, or blocks are proposed or requested for review and approval with this subdivision. There is no requirement to dedicate right-of-way at this time. That will come later on in the entitlement process, which would be Development Permit or re-subdivision. There will be numerous Development Permits and replats on the RMR property as it builds out. The applicant is fully aware, and the Town will include the requirement in the future Annexation and Development Agreement that they shall dedicate additional land within the property to the Town for the construction of a new roundabout on Highway 6. Approval of that future location is that of CDOT as they have jurisdiction over Highway 6. The Town cannot enforce agreements between private parties. All we can do is implement the current town regulations.

The only materials that are relevant to this review are the Red Mountain Ranch materials contained in the Planning and Zoning Commission packets dated April 21, 2020. The annexation, zoning and this final plat will be considered by Town Council at a later date. We will complete the public notice process when the applications are ready for Council consideration. Let me know if you have any further questions in the meantime as I'm happy to assist in any way I can. Have a great evening.

Best,

Carrie McCool, Town Planner
McCool Development Solutions
4383 Tennyson Street, Unit 1-D
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
www.mccooldevelopment.com

On Sat, Apr 18, 2020 at 12:30 PM Patrick Adler <padler@projectadvancement.com> wrote:

Thanks Carrie – I have intermittent availability today and I will be offline for the next several hours.

In order to keep the others included on our correspondence in the most efficient manner, it might be best to keep our correspondence via email.

In general, it has been my experience for recorded documents attached to a property to be referenced on a Final Plat. In addition, it seems that preserving the anticipated future right of way for both the western and eastern roundabouts would be in the Town's interest. On the 1st page of the Memorandum, it states that *"Interested parties are directed to consult with EDI and RMR concerning the effect of the Fourth Amendment on the RMR Tracts"*.

I am getting the perception that none of the concerns I have shared with you are being deemed relevant or causing reconsideration of Staff's recommendation for approval (which I find surprising). Is the engineering department for the Town fully tuned into the concerns that I have shared? Does the engineering department have the same perspective (that these concerns are not relevant and that Staff's approval recommendation should still stand?

There has been a plethora of documents that have been posted to the Town's website on this case which I have been told by you is not relevant to Tuesday's hearing. What is essential at this point in time is to get from you the comprehensive list of ALL the relevant documents pertinent to Tuesday's hearing to better understand which of the posted documents on the Town's website we can ignore.

Sincerely,

Patrick Adler

Managing Member

602-989-2448



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Let's connect on [LinkedIn](#)

From: McCool Development Solutions <carrie@mccooldevelopment.com>

Sent: Saturday, April 18, 2020 11:08 AM

To: Patrick Adler <padler@ProjectAdvancement.com>

Cc: Jessica Lake <jessica.lake@townofeagle.org>; Brett Heron <BHeron@reddevelopment.com>; Chad Phillips <chad.phillips@townofeagle.org>

Subject: Re: Red Mountain Ranch

Hi Patrick,

I reviewed the MOA provided on this beautiful Saturday morning. I don't see where the town is a party to the MOA. Let me know if I missed it.

Thank you,

Carrie McCool, Town Planner
McCool Development Solutions
[4383 Tennyson Street, Unit 1-D](#)
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
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On Sat, Apr 18, 2020 at 8:35 AM Patrick Adler <padler@projectadvancement.com> wrote:

Carrie,

How is the Final Plat dealing with the recorded 2008 Memorandum of Agreement which recognizes certain provisions regarding the future conveyance of land for both the western and eastern roundabouts? I wasn't able to locate any reference to this recorded document on the Final Plat.

Attached is a copy of the recorded 2008 Memorandum of Agreement along with an additional Exhibit A to help give context of the areas mentioned within the Memorandum of Agreement.

I really feel that a comprehensive approach to deal with how all of these pieces interrelate is warranted.

Please share with me if Staff's recommendation for approval still stands.

I look forward to your guidance on how these items will be addressed.

Sincerely,

Patrick Adler

Managing Member

602-989-2448



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Cc: Jessica Lake <jessica.lake@townofeagle.org>; Brett Heron <BHeron@reddevelopment.com>; Chad Phillips <chad.phillips@townofeagle.org>

Subject: RE: Red Mountain Ranch

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Subject: Re: Red Mountain Ranch

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Thank you,

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Sent: Thursday, April 16, 2020 8:05 AM

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Cc: Jessica Lake <jessica.lake@townofeagle.org>; Brett Heron <BHeron@reddevelopment.com>; Chad Phillips <chad.phillips@townofeagle.org>

Subject: Re: Red Mountain Ranch

Thanks for the follow up, Pat. I have routed your email to engineering staff and will get back to you once I hear back. In the meantime, I'd like to virtually introduce you to Chad Phillips. He is the new Community Development Director and copied him on this email.

We'll be in touch soon.

Best,

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I am very interested in your thoughts on the appropriate course of action that should be taken moving forward regarding these issues.

Sincerely,

Patrick Adler

Managing Member

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Let's connect on [LinkedIn](#)

From: Patrick Adler
Sent: Wednesday, April 15, 2020 5:24 PM
To: McCool Development Solutions <carrie@mccooldevelopment.com>
Subject: RE: Red Mountain Ranch

Thanks Carrie,

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I really think it is appropriate for these concerns to be on the record with an acknowledgement that whatever is moving forward in Red Mountain Ranch needs to appropriately integrate with the future improvements associated with the western and eastern round about so that proper expectations are set so that we aren't creating tomorrow's problems today.

What are your thoughts on how to best address these concerns?

Sincerely,

Patrick Adler

Managing Member

602-989-2448



www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: McCool Development Solutions <carrie@mccooldevelopment.com>
Sent: Wednesday, April 15, 2020 3:51 PM
To: Patrick Adler <padler@ProjectAdvancement.com>
Subject: Re: Red Mountain Ranch

Hi Pat,

It was nice talking with you this afternoon. Let me know if you need anything further.

Best,

Carrie McCool, Town Planner
McCool Development Solutions
4383 Tennyson Street, Unit 1-D
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
www.mccooldevelopment.com

On Wed, Apr 15, 2020 at 3:46 PM Patrick Adler <padler@projectadvancement.com> wrote:

Carrie,

I wanted to follow up with our conversation from last week and see if there are any updates on your end. Can you tune me in when you get the opportunity?

Sincerely,

Patrick Adler
Managing Member
602-989-2448



www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: Patrick Adler
Sent: Friday, April 10, 2020 9:01 AM

To: McCool Development Solutions <carrie@mccooldevelopment.com>
Subject: RE: Red Mountain Ranch

Carrie, my bad, I had reviewed the Final Plat that I pulled from the Town's website on 4/5/2020 when I assembled the PDFs I shared with you. On 4/9/2020 (yesterday), I was in receipt of the latest Final Plat and had not looked at it closely and missed that the Drainage Easement is in fact now shown on the latest version. The latest version does not fully show the anticipated R/W dedication for the proposed RoundABOUTs on Highway 6 (only a portion as highlighted in orange on the attached). The proposed R/W is only a Plan View of what is to come and it is important to note that there are significant grade issues. I will send you a cleaner version of the overlay I pieced together trying to merge these items with the Concept Plan that was posted and how the grade issues radically impact the access points and the Nature Education Center shown on that plan. Getting a better understanding of the layout of Red Mountain Ranch beyond the Final Plat would be helpful to better understand if the new Concept Plan still has the same issues.

Sincerely,

Patrick Adler

Managing Member

602-989-2448



PROJECT
ADVANCEMENT

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From: Patrick Adler
Sent: Friday, April 10, 2020 8:11 AM
To: McCool Development Solutions <carrie@mccooldevelopment.com>
Subject: RE: Red Mountain Ranch

Thanks Carrie,

Attached is a copy of some slides I assembled where I attempted to overlay the Eagle Development Permanent Drainage Easement that exists on Red Mountain Ranch's property along with the proposed Highway 6 Right of Way Dedication and the proposed contours for the grading of the proposed RoundABOUTs. It appears that there are some issues that need to be worked out between the two property owners, what are your thoughts?

Sincerely,

Patrick Adler

Managing Member

602-989-2448



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From: McCool Development Solutions <carrie@mccooldevelopment.com>
Sent: Thursday, April 9, 2020 1:59 PM
To: Patrick Adler <padler@ProjectAdvancement.com>
Subject: Re: Red Mountain Ranch

Hi Patrick,

I left you a voicemail but thought I would follow up via email as well. The best number to reach me is my cell number which is 303.378.4540. The Red Mountain Ranch Team is working on revisions to their proposed PUD Guide and Zoning Plan. Once all town staff and external referral agency comments have been adequately addressed, the Annexation and Zoning applications will move forward for Town Board consideration. A new staff report will be issued prior to the Town Board public hearing. The Red Mountain Ranch 5th filing is set on the April 21st Planning and Zoning Commission agenda. The staff report will be issued on Friday, April 17th and posted on the Town's website. I have attached a copy of the Final Plat per your request. Please don't hesitate to reach out with any other questions.

Best,

Carrie McCool, Town Planner
McCool Development Solutions
4383 Tennyson Street, Unit 1-D
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
www.mccooldevelopment.com

On Thu, Apr 9, 2020 at 2:36 PM Patrick Adler <padler@projectadvancement.com> wrote:

Good afternoon Carrie,

I received your email address from Jessica Lake and she referred me to contact you regarding additional files pertaining to Red Mountain Ranch. Is the phone number 970-328-9655 (which is listed for you on the Town's website) the best phone number for you or is there a different number that should be used?

I have a copy of the Town Board Staff Report dated 2019-3-26, has a new version been prepared to incorporate the latest information?

Also, do you have a copy of the project's ALTA Survey that you can forward to me?

Sincerely,

Patrick Adler
Managing Member
602-989-2448



PROJECT
ADVANCEMENT

www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)



RE: RMR re-submittal

Patrick Adler <padler@projectadvancement.com>

Wed, Apr 29, 2020 at 5:00 PM

To: McCool Development Solutions <carrie@mccooldevelopment.com>

Cc: Chad Phillips <chad.phillips@townofeagle.org>, Peyton Heitzman <peyton.heizman@townofeagle.org>, Jessica Lake <jessica.lake@townofeagle.org>

Thanks so much Carrie!

Sincerely,

Patrick Adler

Managing Member

602-989-2448



www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: McCool Development Solutions <carrie@mccooldevelopment.com>

Sent: Wednesday, April 29, 2020 2:14 PM

To: Patrick Adler <padler@ProjectAdvancement.com>

Cc: Chad Phillips <chad.phillips@townofeagle.org>; Peyton Heitzman <peyton.heizman@townofeagle.org>; Jessica Lake <jessica.lake@townofeagle.org>

Subject: Fwd: RMR re-submittal

Hi Patrick,

I located the email wherein the applicants sent us updated Title Work. Let me know if you need anything further. Have a great day.

Best,

Carrie McCool, Town Planner
McCool Development Solutions
4383 Tennyson Street, Unit 1-D
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
www.mccooldevelopment.com

----- Forwarded message -----

From: **Eric Eves** <eeves@hotmail.com>

Date: Thu, Jan 23, 2020 at 9:10 AM

Subject: Re: RMR re-submittal

To: McCool Development Solutions <carrie@mccooldevelopment.com>, Rick Pylman <rick@pylman.com>

Cc: April Kroner <april.kroner@townofeagle.org>, Merv Lapin <mervlapin@hotmail.com>, Spencer Blair <spencerblare@gmail.com>, Rocky Cortina <rcortina@hotmail.com>

Carrie,

Please find updated commitments attached.

thank you,

Eric

1. Parcel: 193933100002
2. Parcel: 193933100004
3. Parcel: 193934200042
4. Parcel: 193934200041
5. Parcel: 193927300029
6. **Parcel: 193927400039**
7. Parcel: 193927400042



RE: 4/21/2020 P&Z Public Hearing Recording

Patrick Adler <padler@projectadvancement.com>

Fri, Apr 24, 2020 at 11:53 AM

To: McCool Development Solutions <carrie@mccooldevelopment.com>

Cc: Chad Phillips <chad.phillips@townofeagle.org>, Jessica Lake <jessica.lake@townofeagle.org>

Thanks so much Carrie, have a great weekend!

Sincerely,

Patrick Adler

Managing Member

602-989-2448



www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)

From: McCool Development Solutions <carrie@mccooldevelopment.com>

Sent: Friday, April 24, 2020 9:55 AM

To: Patrick Adler <padler@ProjectAdvancement.com>

Cc: Chad Phillips <chad.phillips@townofeagle.org>; Jessica Lake <jessica.lake@townofeagle.org>

Subject: 4/21/2020 P&Z Public Hearing Recording

Hi Patrick,

The P&Z public hearing recording is now online. See link: <https://www.townofeagle.org/773/Agendas-Minutes-and-Packets>.

Let me know if you need anything further on this. Have a great weekend.

Best,

Carrie McCool, Town Planner
McCool Development Solutions
4383 Tennyson Street, Unit 1-D
Denver, CO 80212
w: 720.465.4320 ext. 101
c: 303.378.4540
www.mccooldevelopment.com

EXHIBIT V:
Request to Refrain from
Approving Application from
RED dated September 16,
2020
(ATTACHED)

September 16, 2020

Carolynne C. White
Attorney at Law
303.223.1197 tel
303.223.0997 fax
cwhite@bhfs.com

VIA EMAIL AND REGULAR MAIL

Town of Eagle
200 Broadway | P.O. Box 609
Eagle, CO 81631

RE: September 22, 2020 City Council Second Reading – Red Mountain Ranch Partnership, LLLP
("RMR") Annexation, Planned Unit Development, and Preliminary Plan/Final Plat Application (the
"Application") with the Town of Eagle (the "Town")

Dear Council Members:

This letter is sent on behalf of our client, Trinity Red Eagle Development, LLC ("RED"), one of the largest landowners in the Town and the owner of the property in the near vicinity of RMR and Highway 6 (the "Property"). For the reason discussed further below, we cannot support RMR's Application, specifically the Preliminary Plan/Final Plat Application.

If the Town approves the Application in its current form, the Town would be approving a final plat with which RMR cannot physically comply without breaching its existing contractual obligations to RED. In other words, the Town would be sanctioning development that cannot legally comply with the Final Plat Red Mountain Ranch Filing 5 (the "Final Plat").

Background and History

As discussed more fully in our letter dated May 21, 2020, RED and RMR admittedly have a lengthy and complex history in the Town. Relevant to the Application is the purchase and sales contract entered into by RED and RMR in 2005, amended by the Fourth Amendment to Agreement of Sale in 2008 (the "Amendment"). A Memorandum of Agreement summarizing the obligations between RED and RMR, as amended by the Amendment (the "MOA"), attached hereto as Exhibit A-1, was recorded with the Clerk and Recorder of Eagle County on August 21, 2008.

The Amendment imposed several post-closing legal obligations on RED and RMR with respect to the Property. Crucially, RMR agreed to convey to RED Tract A and Tract B for roundabout rights-of-way and related purposes, one roundabout on Tract A and one roundabout on Tract B. Depictions of both Tracts are attached hereto as Exhibit A-2. RED was unable to construct these roundabouts due to a variety of obstacles, including economic repercussions of the 2008 recession, and RED's vested rights associated with the development it planned to construct on the property purchased from RMR, Eagle River Station ("ERS"), ultimately expired. However, the expiration of vested rights is immaterial to the conveyance because the Amendment expressly stated that RMR's obligation with respect to Tract A and Tract B was ongoing. RMR's obligation was not extinguished merely because RED's vested rights expired. Rather, RMR's obligation to convey Tract A and Tract B for roundabout rights-of-way and related purposes remains intact.

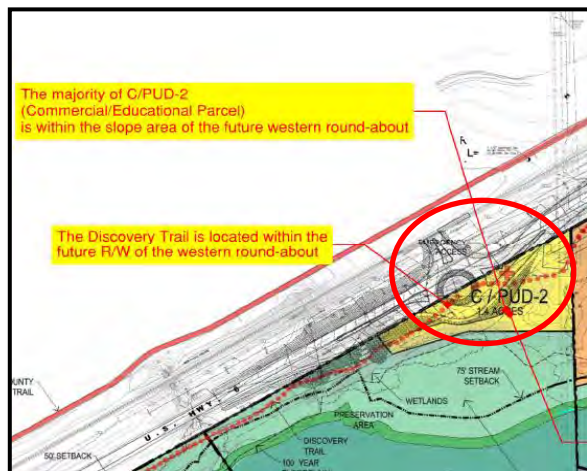
Also intact is RMR's obligation to encumber a portion of RMR's property with a permanent drainage easement (the "Drainage Easement") attached hereto as Exhibit B. As with the roundabout rights-of-way, the Drainage Easement was recorded with the Clerk and Recorder of Eagle County on August 21, 2008, and is an ongoing obligation of RMR. Therefore, the Drainage Easement in favor of RED remains in place regardless of the status of entitlements for ERS.

In 2017, RMR submitted the Application to the Town to develop its property. In May of 2019, RMR approached RED with potential alternative highway access. RED responded by explaining that RMR's proposed access points were infeasible because of previously-negotiated railroad crossings on the southern boundary of ERS. RED requested additional information from RMR about the access points after some initial conversations between RED's engineer and RMR, which RMR did not provide. Rather than follow-up with RED, RMR apparently approached Colorado Department of Transportation to secure alternative access points for the Property. Without additional communication with RED, RMR represented to the Town that RED would not work with RMR regarding alternative highway access points and submitted this Application.

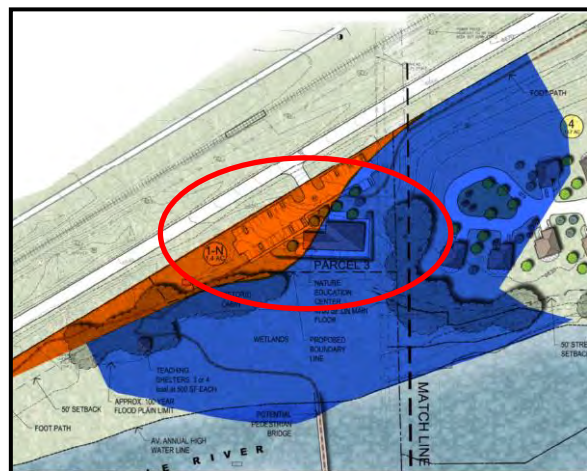
As part of its Application, RMR provided the Town with a Final Plat depicting development that RMR cannot possibly construct because (1) the proposed nature/educational center is located within property earmarked for a roundabout and the Drainage Easement and (2) one of RMR's proposed access points falls within grading required for RED's roundabout on Tract B.

If the Town were to approve the Application without resolution of the outstanding issues presented by the MOA, the Town would be approving a document with which RMR would be physically unable to comply. The Final Plat depicts a 1.4-acre commercial/educational parcel (C/PUD-2) on which RMR intends to construct a nature/educational center, the entirety of which is encumbered by RED's roundabout and the Drainage Easement. We understand the nature/educational center will enable the Town to further goals related to economic development and connection to open space. However, RMR promised the exact same property to RED over a decade ago. As the depictions below demonstrate, the proposed nature/educational center building cannot coexist with the previously agreed-upon roundabout and Drainage Easement in Tract A.

Tract A

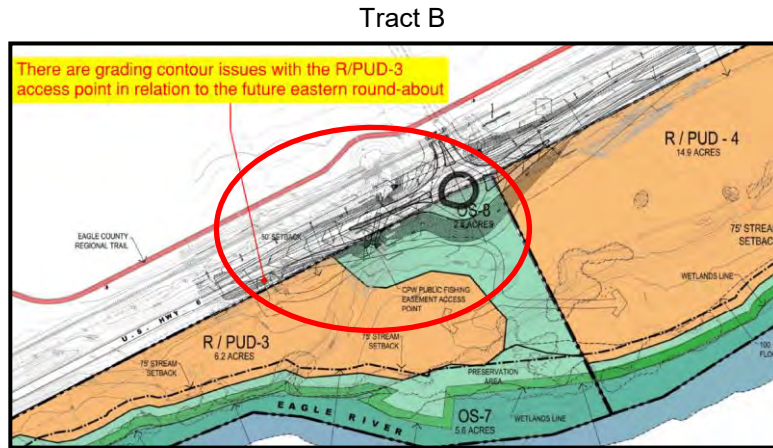


Conflict between the roundabout's grading and construction on the C/PUD-2 parcel



Conflict between the Drainage Easement and the nature center

Nor can the access point promised by RMR for Parcel R/PUD-3 coexist with RMR's obligation to convey Tract B for a roundabout and related purposes.



Conflict between the roundabout's grading and RMR's access point

While we certainly understand that the Town is not a party to the MOA and its enforcement is not within the Town's regulatory authority, you must understand that if the Town were to approve RMR's Final Plat, the Town would be ensuring that RMR cannot possibly fulfill its contractual obligations to RED.

Because there is no possible way RMR can comply with its obligations under both the Amendment and the Application without agreement between RED and RMR, RMR's current Application cannot stand, and the Town must decline to approve the Application until these outstanding issues have been resolved.

Conclusion

RED respectfully requests that the Town refrain from approving the Application until RED and RMR have the opportunity to resolve the outstanding issues with respect to the Property. A decision by the Town without this resolution would create yet another obstacle to the development of ERS, and would almost certainly result in approximately 100 acres of undeveloped property within the Town, perhaps for decades to come.

Notwithstanding RMR's mischaracterization of RED's position with respect to the alternative highway access points, RED remains willing and able to participate in whatever conversations are necessary to achieve resolution. It is RED's sincere hope that the Town will decline RMR's Application in order to permit RED and RMR to resolve all outstanding issues relating to the Property without added complication.

Thank you for the opportunity to comment on the Application.

Sincerely,

A handwritten signature in black ink, appearing to read "Carolynne C. White". The signature is fluid and cursive, with the first name being the most prominent.

Carolynne C. White

Exhibit A-1

4

When recorded, return to:
Eagle Development, Inc.
c/o Katz Law Firm
J. Richard Crawford, Esq.
435 Nichols Road, Suite 200
Kansas City, MO 64112

MEMORANDUM OF AGREEMENT

Notice is hereby given that Eagle Development, Inc., a Colorado corporation ("EDI") and Red Mountain Ranch Partnership, LLLP, a Colorado limited liability limited partnership ("RMR"), have entered into a certain Fourth Amendment to Agreement of Sale (the "Fourth Amendment") dated August 20, 2008, which includes certain provisions regarding the future conveyance of the land legally described in Exhibit A, attached hereto (individually an "RMR Tract" and collectively the "RMR Tracts"). Interested parties are directed to consult with EDI and RMR concerning the affect of the Fourth Amendment on the RMR Tracts. The terms of this Memorandum shall expire upon the conveyance or dedication of each RMR Tract as to the RMR Tract so conveyed or dedicated pursuant to the terms of the Fourth Amendment.

IN WITNESS WHEREOF, this Memorandum of Agreement has been executed as of the 20 day of August, 2008.

(Signatures on following page)

K:\RED\Eagle, CO\Closing\Memo of Contract\Memo-02.doc

EAITE
H0211640

"RMR"

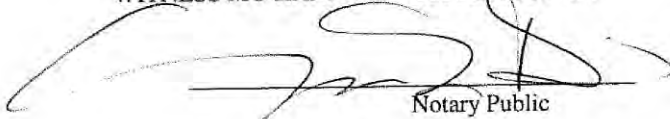
Red Mountain Ranch Partnership,
LLLP, a Colorado limited liability
limited partnership

By: Mervyn Lapin
Mervyn Lapin, General Partner

STATE OF Colorado)
) ss
COUNTY OF Eagle)

The above and foregoing document was acknowledged before me this
20th day of August, 2008, by Mervyn Lapin as general partner of Red
Mountain Ranch Partnership, LLLP, a Colorado limited liability limited partnership.

WITNESS MY HAND AND OFFICIAL SEAL.


Notary Public

My commission expires: _____

Michelle L. Dickman
NOTARY PUBLIC
STATE OF COLORADO

My commission expires 08/21/2008

K:\RED\Eagle, CO\Closing\Memo of Contract\Memo-02.doc

"EDI"

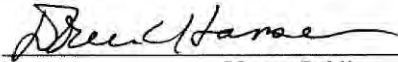
Eagle Development, Inc., a Colorado corporation:

By: 
Dan Lowe, President

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

The above and foregoing document was acknowledged before me this 13 day of Aug, 2008, by Dan Lowe as President of Eagle Development, Inc., a Colorado corporation.

WITNESS MY HAND AND OFFICIAL SEAL.



Notary Public

DOREEN C. HANSEN

Notary Public-Notary Seal

My commission expires

STATE OF MISSOURI

Jackson County

My Commission Expires: Oct 28, 2011
Commission # 07384893

K:\RED\Eagle, CO\Closing\Memo of Contract\Memo-02.doc

EXHIBIT A

NORTH I-70 INTERCHANGE LAND

A parcel of land located within Tracts 58 and 62, Section 27, Township 4 South, Range 84 West of the Sixth Principal Meridian, according to the Supplemental Plat of the Independent Resurvey thereof accepted in the U.S. Surveyor General's Office, June 20, 1922, Eagle County, Colorado, with the bearings described hereon based on a bearing of S89°54'19"E for the 1 - 2 line of said Tract 62 between Corner No. 1 and Corner No. 2 of said Tract 62, both being a 2 1/2" GLO brass caps on 1" iron pipe, found in place, said parcel being more particularly described as follows:

Beginning at a point from which said Corner No. 1 of Tract 62 also being Corner No. 2 of said Tract 58 bears N50°31'16"W, 372.82 feet; thence N87°23'28"E, 595.77 feet; thence S82°43'35"E, 577.05 feet to a point on the northerly right-of-way of Interstate 70 (I-70); thence along said northerly right-of-way line the following two (2) courses:

- 1) S77°08'41"W, 981.93 feet;
- 2) along a non-tangent curve to the left having a length of 1213.70 feet, a radius of 5879.57 feet, a tangent of 609.02 feet, a delta of 11°49'39" and a chord of 1211.55 feet that bears S71°13'56"W;

thence departing said northerly right-of-way N51°41'52"E, 267.66 feet; thence N56°06'22"E, 875.64 feet to the Point of Beginning. Said parcel containing 8.158 acres, more or less.

AND

TRACT A

A parcel of land located in Tract 59, Section 33 and 34, Township 4 South, Range 84 West of the Sixth Principal Meridian, County of Eagle, State of Colorado, being a portion of the land described in Book 327 at Page 290, with the bearings described herein based on a bearing of S89°52'27"W for the 3 - 4 line of said Tract 59, Corner No. 3 being a 2 1/2 inch GLO brass cap on 1 inch iron pipe, found in place and Corner No. 4 being a 2 1/2 inch aluminum cap on 2 1/4 inch aluminum pipe, PE\PLS #23089, found in place, said parcel of land being more particularly described as follows:

K:\RED\Eagle, CO\Closing\Memo of Contract\Memo-02.doc

Beginning at a point on the southerly right-of-way line of Highway 6 and 24, from which said Corner No. 3 of said Tract 59 bears N13°03'47"W, 297.70 feet; thence departing said southerly right-of-way line the following seven (7) courses:

- 1) S55°44'50"W, 34.69 feet;
- 2) along a curve to the left having a length of 285.80 feet, a radius of 550.00 feet, a tangent of 146.21 feet, a delta of 29°46'23" and a chord of 282.60 feet that bears S40°51'38"W;
- 3) S25°58'26"W, 2.79 feet
- 4) along a curve to the right having a length of 135.34 feet, a radius of 134.00 feet, a tangent of 74.08 feet, a delta of 57°52'09" and a chord of 129.66 feet that bears S54°54'31"W;
- 5) S83°50'35"W, 41.51 feet;
- 6) along a curve to the left having a length of 64.03 feet, a radius of 200.00 feet, a tangent of 32.29 feet, a delta of 18°20'33" and a chord of 63.75 feet that bears S74°40'18"W;
- 7) S65°30'02"W, 596.03 feet

to a point on said southerly right-of-way line; thence along said right-of-way line N59°02'29"E, 1008.77 feet; thence along a curve to the right having a length of 117.34 feet, a radius of 11410.00 feet, a tangent of 58.67 feet, a delta of 0°35'21" and a chord of 117.34 feet that bears N59°20'10"E to the Point of Beginning. Said parcel containing 1.175 acres, more or less.

AND

EAGLE RIVER STATION
TRACT B

A parcel of land located in Tract 58 and 59, Section 27, Township 4 South, Range 84 West of the Sixth Principal Meridian, County of Eagle, State of Colorado, being a portion of the land described in Book 327 at Page 290; Book 340 at Page 139; and Book 378 at Page 880, with the bearings described herein based on a bearing of S89°52'27"W for the 3 - 4 line of said Tract 59, Corner No. 3 being a 2 1/2 inch GLO brass cap on 1 inch iron pipe, found in place and Corner No. 4 being a 2 1/2 inch aluminum cap on 2 1/4 inch aluminum pipe, PE\PLS #23089, found in place, said parcel of land being more particularly described as follows:

Beginning at a point on the southerly right-of-way line of Highway 6 and 24, from which said Corner No. 3 of Tract 59 bears S70°05'26"W, 2212.63

K:\RED\Eagle, CO\Closing\Memo of Contract\Memo-02.doc

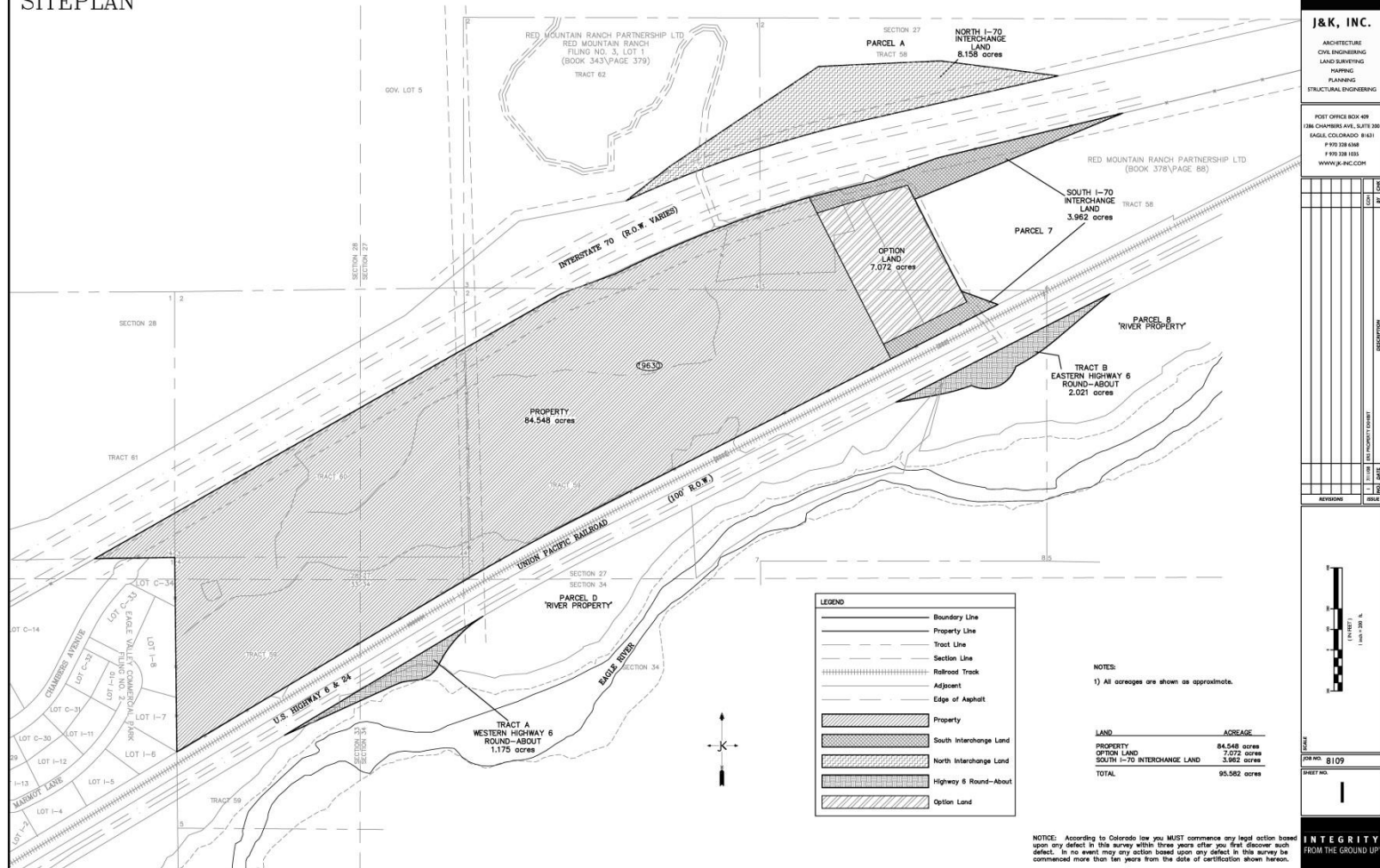
feet; thence along said right-of-way line N63°08'29"E, 1168.55 feet; thence departing said southerly right-of-way line the following five (5) courses:

- 1) S49°50'09"W, 345.81 feet;
- 2) along a curve to the right having a length of 235.19 feet, a radius of 1100.00 feet, a tangent of 118.04 feet, a delta of 12°15'01" and a chord of 234.74 feet that bears S55°57'39"W;
- 3) along a non-tangent curve to the right having a length of 265.10 feet, a radius of 155.00 feet, a tangent of 178.29 feet, a delta of 97°59'42" and a chord of 233.95 feet that bears S66°43'15"W;
- 4) along a non-tangent curve to the right having a length of 190.31 feet, a radius of 1100.00 feet, a tangent of 95.39 feet, a delta of 09°54'46" and a chord of 190.07 feet that bears S75°08'34"W;
- 5) S80°05'56"W, 187.89 feet

to the Point of Beginning. Said parcel containing 2.021 acres, more or less.

Exhibit A-2

EAGLE RIVER STATION EXHIBIT A SITEPLAN



J&K, INC.

ARCHITECTURE
CIVIL ENGINEERING
LAND SURVEYING
PLANNING
STRUCTURAL ENGINEERING

POST OFFICE BOX 409
1386 CHAMBERS AVE., SUITE 300
SAGLE, COLORADO 81611
P 970 328 4366
F 970 328 1055
WWW.J&K.COM

DATE	BY	REVISION
08/10/09	J&K	1
08/10/09	J&K	2
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08/10/09	J&K	47
08/10/09	J&K	48
08/10/09	J&K	49
08/10/09	J&K	50



DATE: 08/10/09
SHEET NO. 1

Exhibit B

THIS INSTRUMENT PREPARED BY:

J. Richard Crawford, Esq.
The Katz Law Firm, LC
433 Nichols Road, Suite 200
Kansas City, MO 64112

5

PERMANENT DRAINAGE EASEMENT AGREEMENT

This Permanent Drainage Easement Agreement ("Agreement") is entered into on the date written below by and between, **THE RED MOUNTAIN RANCH PARTNERSHIP, LLLP**, a Colorado limited liability partnership ("Adjacent Owner"), and **EAGLE DEVELOPMENT, INC.**, a Colorado corporation ("RED"), as follows:

WHEREAS, Adjacent Owner owns certain real property depicted on Exhibit A and more particularly described on Exhibit B (the "Adjacent Tract");

WHEREAS, RED owns certain real property depicted on Exhibit A and more particularly described on Exhibit C (the "RED Tract");

WHEREAS, Adjacent Owner wishes to grant to RED permanent drainage easements over and across a portion of the Adjacent Tract for the benefit of the RED Tract as set forth below.

NOW THEREFORE, for Ten and No/100 United States Dollars (\$10.00) and other good and valuable consideration including the terms, conditions, covenants, and provisions contained herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Incorporation of Recitals.** The recitals set forth in this Agreement are not mere recitals of fact but are contractual in nature and incorporated into this Agreement by reference, except in the event of a conflict between the incorporated recitals and the numbered sections of this Agreement, the numbered sections of this Agreement shall control.
2. **Conveyance of Permanent Drainage Easement.** Adjacent Owner does hereby immediately grant, bargain, sell and convey unto RED, TO HAVE AND TO HOLD the same unto RED, its successors and assigns, the following permanent drainage easements over and across the Adjacent Tract upon the terms contained hereinbelow:
 - a. Permanent drainage easements (the "Fixed Drainage Easements") within the three (3) locations depicted and described on Exhibit D (the "Fixed Drainage Easement Areas"). Portions of the Fixed Drainage Easement Areas may be improved by RED with drainage features such as discharge pipes, rip-rap, sedimentation control and erosion control features or other drainage structures as may be required of RED by any governmental authority or agency having jurisdiction (collectively the "Improvements"). RED may channel and drain water from the RED Tract (and water discharging onto the RED Tract from other locations) through and on to the Fixed Drainage Easement Areas and Improvements installed therein with such water ultimately migrating to the Eagle River. Adjacent Owner hereby grants RED the right to enter the Fixed Drainage Easement

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FAITC
H0211640

THIS INSTRUMENT PREPARED BY:

J. Richard Crawford, Esq.
The Katz Law Firm, LC
435 Nichols Road, Suite 200
Kansas City, MO 64112

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PERMANENT DRAINAGE EASEMENT AGREEMENT

This Permanent Drainage Easement Agreement ("Agreement") is entered into on the date written below by and between, **THE RED MOUNTAIN RANCH PARTNERSHIP, LLLP**, a Colorado limited liability partnership ("Adjacent Owner"), and **EAGLE DEVELOPMENT, INC.**, a Colorado corporation ("RED"), as follows:

WHEREAS, Adjacent Owner owns certain real property depicted on Exhibit A and more particularly described on Exhibit B (the "Adjacent Tract");

WHEREAS, RED owns certain real property depicted on Exhibit A and more particularly described on Exhibit C (the "RED Tract");

WHEREAS, Adjacent Owner wishes to grant to RED permanent drainage easements over and across a portion of the Adjacent Tract for the benefit of the RED Tract as set forth below.

NOW THEREFORE, for Ten and No/100 United States Dollars (\$10.00) and other good and valuable consideration including the terms, conditions, covenants, and provisions contained herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Incorporation of Recitals.** The recitals set forth in this Agreement are not mere recitals of fact but are contractual in nature and incorporated into this Agreement by reference, except in the event of a conflict between the incorporated recitals and the numbered sections of this Agreement, the numbered sections of this Agreement shall control.
2. **Conveyance of Permanent Drainage Easement.** Adjacent Owner does hereby immediately grant, bargain, sell and convey unto RED, TO HAVE AND TO HOLD the same unto RED, its successors and assigns, the following permanent drainage easements over and across the Adjacent Tract upon the terms contained hereinbelow:
 - a. Permanent drainage easements (the "Fixed Drainage Easements") within the three (3) locations depicted and described on Exhibit D (the "Fixed Drainage Easement Areas"). Portions of the Fixed Drainage Easement Areas may be improved by RED with drainage features such as discharge pipes, rip-rap, sedimentation control and erosion control features or other drainage structures as may be required of RED by any governmental authority or agency having jurisdiction (collectively the "Improvements"). RED may channel and drain water from the RED Tract (and water discharging onto the RED Tract from other locations) through and on to the Fixed Drainage Easement Areas and Improvements installed therein with such water ultimately migrating to the Eagle River. Adjacent Owner hereby grants RED the right to enter the Fixed Drainage Easement

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Areas for purposes of installing and maintaining (as provided in subsection (c) below) such Improvements as RED deems necessary within the Fixed Drainage Easement Areas. It is the intention that the Fixed Drainage Easement described in Exhibit "D" as "Drainage Easement A" (referred to herein as such) extend from the south side of a future roundabout ("Eastern Roundabout") which will be dedicated by Grantor to the appropriate governmental authority at a later date. In the event the location of the Eastern Roundabout changes resulting in a gap between the southern boundary of the Eastern Roundabout and the northern boundary of Drainage Easement A, Grantor agrees to execute a permanent drainage easement in favor of Grantee to cover such area.

- b. Adjacent Owner reserves the right to utilize the Fixed Drainage Easement Areas for any and all purposes including drainage not inconsistent with RED's uses.
3. **Binding Effect; Duration; Enforcement.** The easements and obligations created hereby shall: (i) touch, concern, encumber and run with the Adjacent Tract in perpetuity; (ii) be binding upon all successor owners of the Adjacent Tract; (iii) be enforceable by RED, Adjacent Owner and all subsequent owners of the RED Tract and the Adjacent Tract; and (iv) be modified or terminated only by written agreement executed by RED and the owners of the Adjacent Tract, such modification thereafter being recorded in the real estate records of Eagle County, Colorado.
4. **No Adequate Remedy at Law.** Adjacent Owner agrees (i) violation or threatened violation of any provision of this Agreement by Adjacent Owner cannot be adequately compensated solely by monetary damages; (ii) RED shall be entitled to equitable relief in the form of temporary restraining order, injunction or otherwise for the sole and exclusive purpose of enforcing RED's rights in and to the easements created hereby; and (iii) RED shall additionally be entitled to a claim for monetary damages for breach hereof. In no event whatsoever shall Adjacent Owner, or any other party, have the right to prevent RED from using the Fixed Drainage Easements for drainage purposes as set forth herein, the parties agreeing RED's use of the easements can never be enjoined or terminated for any reason whatsoever.
5. **Not a Public Dedication.** This Agreement shall not be deemed a dedication to the general public of any portion of the Fixed Drainage Easements.
6. **Severability.** If any part of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited or invalid but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
7. **Governing Law.** This Agreement shall be governed by the laws of the State of Colorado and any disputes arising hereunder shall be adjudicated in the State of Colorado.
8. **No Oral Agreements.** This written agreement may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreement of the parties. There are no unwritten oral agreements between the parties. Each of the parties hereto hereby acknowledges no other party, or agent or attorney of any other party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce the other party to execute this Agreement or any of the other documents referred to herein and each party hereto acknowledges it has not executed this Agreement or

such other documents in reliance upon any such promise, representation or warranty not contained herein. This Agreement may be executed in counterparts.

9. **Compliance.** The parties hereby warrant and represent to each other that each shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations or approvals or other requirements relating to stormwater discharges or the control of erosion or sediment discharges from construction projects, including but not limited to the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, and the Storm Water General Permit for Discharges Associated with Construction Activities (collectively the "Storm Water Requirements") (including without limitation preparing a Storm Water Pollution Prevention Plan (if applicable) to avoid negatively impacting any erosion or sediment controls during earth-disturbing activities, if any) in exercising any rights or privileges under this Agreement, Adjacent Owner recognizing and affirming RED would not enter into this Agreement or any related agreements without this warranty and representation.
10. **Status of Title.** Adjacent Owner hereby represents and warrants to RED that there are no mortgages, deeds of trust or other liens which are superior to the terms of this Agreement. This Agreement shall at all times remain superior to any mortgages, deeds of trust or other liens affecting the Adjacent Tract.
11. **Counterparts.** Adjacent Owner and RED agree that this Agreement may be signed in counterparts, with the same force and effect as if all required signatures were contained in a single, original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 20th day of August, 2008.

"Adjacent Owner"

**THE RED MOUNTAIN RANCH
PARTNERSHIP, LLLP,
a Colorado limited liability partnership**

By: RED MOUNTAIN RANCH
PARTNERSHIP, as its general partner

By: Mervyn Lapin
Name: Mervyn Lapin
Its: General Partner

STATE OF Colorado)
)ss:
COUNTY OF Sagu)

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named Mervyn Lapin, to me well known, who stated that he was the General Partner of THE RED MOUNTAIN RANCH PARTNERSHIP, LLLP, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 30th day of August, 2008.

[Signature]
Notary Public

My Commission Expires:

(SEAL)

Michelle L. Dickman NOTARY PUBLIC STATE OF COLORADO

My commission expires 08/21/2008

"RED"

EAGLE DEVELOPMENT, INC.,
a Colorado corporation

By: [Signature]

Name: Dan Lowe

Title: President

STATE OF MISSOURI)
)ss:
COUNTY OF JACKSON)

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named Dan Lowe, to me well known, who stated that he was the President of EAGLE DEVELOPMENT, INC., a Colorado corporation, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of said company, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13 day of Aug, 2008.

[Signature]
Notary Public

My Commission Expires:

(SEAL)
DOREEN C. HANSEN
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Oct 28, 2011
Commission # 07384893

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EXHIBIT A

Depiction of RED Tract and Adjacent Tract Attached

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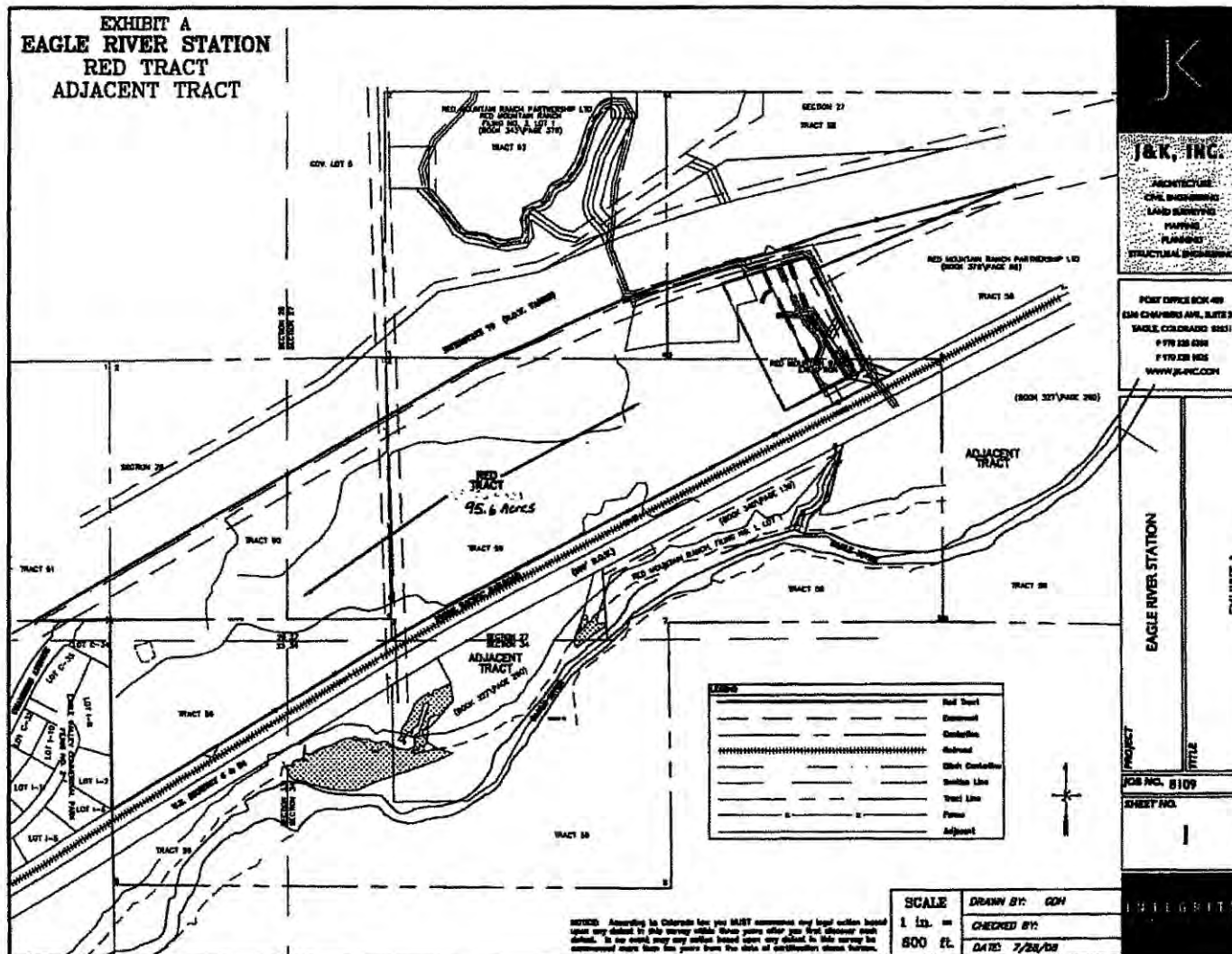


EXHIBIT B

Legal Description of Adjacent Tract Attached

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EXHIBIT B
Legal Description of Adjacent Land

All that portion of land within Tracts 58 and 59, Sections 27, 33 and 34, Township 4 South, Range 84 West of the 6th Principal Meridian, (including therein Lot 1, Filing No. 1, Red Mountain Ranch as described on the Final Plat thereof recorded May 7, 1982 in Book 340 at Page 139 at the Eagle County Clerk and Recorder's Office, Eagle, Colorado; the land described in Exhibit B of the Deed recorded August 6, 1981 in Book 327 at Page 290; and the land described in the Deed recorded February 8, 1984 in Book 378 at Page 88), that lies South of the southerly right-of-way for U.S. Highway 6 & 24 and North of the centerline for the Eagle River.

INTEGRITY FROM THE GROUND UP™

P 970 328 4368 F 970 328 1025 POST OFFICE BOX 109 1286 CHAMBERS AVENUE, SUITE 200 EAGLE, COLORADO 81631 JK-DECDM

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EXHIBIT C

Legal Description of RED Tract

Parcel 1:

EAGLE RIVER STATION ANNEXATION 1

A parcel of land located within Tracts 59, 60, 61 and 62, Sections 27, 28, 33 and 34, Township 4 South, Range 84 West of the Sixth Principal Meridian, according to the Supplemental Plat of the Independent Resurvey thereof accepted in the U.S. Surveyor General's Office, June 20, 1922, Eagle County, Colorado, with the bearings described hereon based on a bearing of N00°37'32"W for the West line of said Tract 59 between Corner No. 4 being a 2 1/2" aluminum cap on 2 1/4" aluminum pipe, PE\PLS No. 23089, found in place and Corner No. 5 being a 2 1/2" GLO brass cap on 1" iron pipe, found in place, said parcel being more particularly described as follows:

Beginning at said Corner No. 4 of Tract 59 also being Corner No. 3 of said Tract 60, Corner No. 4 of said Tract 61 and the northeast corner of Eagle Valley Commercial Park, Filing No. 2, according to the Final Plat thereof recorded in Book 702 at Page 365 at the Eagle County Clerk and Recorder's Office, Eagle, Colorado; thence along the south line of said Tract 61 also being the northeasterly line of said Eagle Valley Commercial Park, Filing No. 2, S89°05'16"W, 390.68 feet to a point on the southerly right-of-way line of Interstate Highway No. 70; thence along said southerly right-of-way line the following two (2) courses:

- 1) N60°24'00"E, 2611.72 feet;
- 2) N69°50'12"E, 143.40 feet;

thence departing said southerly right-of-way line S24°14'54"W, 1628.00 feet to the northerly right-of-way line of the Union Pacific Railroad, being 50.00 feet from the center of the existing tracks; thence along said northerly right-of-way S59°13'37"W, 1554.84 feet to the southeasterly corner of said Eagle Valley Commercial Park, Filing No. 2 also being a point on the 4 - 5 line of said Tract 59; thence along said 4 - 5 line also being the easterly line of said Eagle Valley Commercial Park, Filing No. 2 N00°37'32"W, 946.69 feet to the Point of Beginning.

AND

Parcel 2:

EAGLE RIVER STATION ANNEXATION 2

A parcel of land located within Tracts 58, 59, 60, and 62, Sections 27 and 34, Township 4 South, Range 84 West of the Sixth Principal Meridian, according to the Supplemental Plat of the Independent Resurvey thereof accepted in the U.S. Surveyor General's Office, June 20, 1922, Eagle County, Colorado, with the bearings described hereon based on a bearing of N00°37'32"W for the West line of said Tract 59 between Corner No. 4 being a 2 1/2" aluminum cap on 2 1/4"

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aluminum pipe, PE\PLS No. 23089, found in place and Corner No. 5 being a 2 1/2" GLO brass cap on 1" iron pipe, found in place, said parcel being more particularly described as follows:

Beginning at a point on the southerly right-of-way line of Interstate Highway No. 70 from which said Corner No. 4 of Tract 59 also being Corner No. 3 of said Tract 60, Corner No. 4 of said Tract 61 and the northeast corner of Eagle Valley Commercial Park, Filing No. 2, according to the Final Plat thereof recorded in Book 702 at Page 365 at the Eagle County Clerk and Recorder's Office, Eagle, Colorado, bears S56°30'26"W, 2416.03 feet; thence along said southerly right-of-way line of Interstate Highway No. 70 the following five (5) courses:

- 1) N69°50'12"E, 143.40 feet;
- 2) along a non-tangent curve to the right having a length of 1013.48 feet, a radius of 5579.60 feet, a tangent of 508.14 feet, a delta of 10°24'26" and a chord of 1012.09 feet that bears N68°28'52"E;
- 3) N75°42'18"E, 333.13 feet;
- 4) N69°59'51"E, 319.78 feet;
- 5) N76°25'05"E, 926.49 feet;

thence departing said southerly right-of-way S67°31'26"W, 1092.56 feet to a point on the East line of Lot 2 of the Red Mountain Ranch Exemption as described on the plat thereof recorded in Book 372 at Page 753 at said Clerk and Recorder's Office; thence along said East line S26°52'08"E, 501.89 feet; thence departing said East line S69°57'11"E, 190.49 feet to the northerly right-of-way line of the Union Pacific Railroad, being 50.00 feet from the center of the existing tracks; thence along said northerly right-of-way the following two (2) courses:

- 1) S63°04'44"W, 2197.11 feet;
- 2) along a curve to the left having a length of 806.00 feet, a radius of 11988.63 feet a tangent of 403.15 feet, a delta of 3°51'07" and a chord of 805.85 feet that bears S61°09'11"W;

thence departing said northerly right-of-way N24°14'54"E, 1628.00 feet to the Point of Beginning,

EXHIBIT D

Depiction of Fixed Drainage Easements and Legal Descriptions on Following Pages

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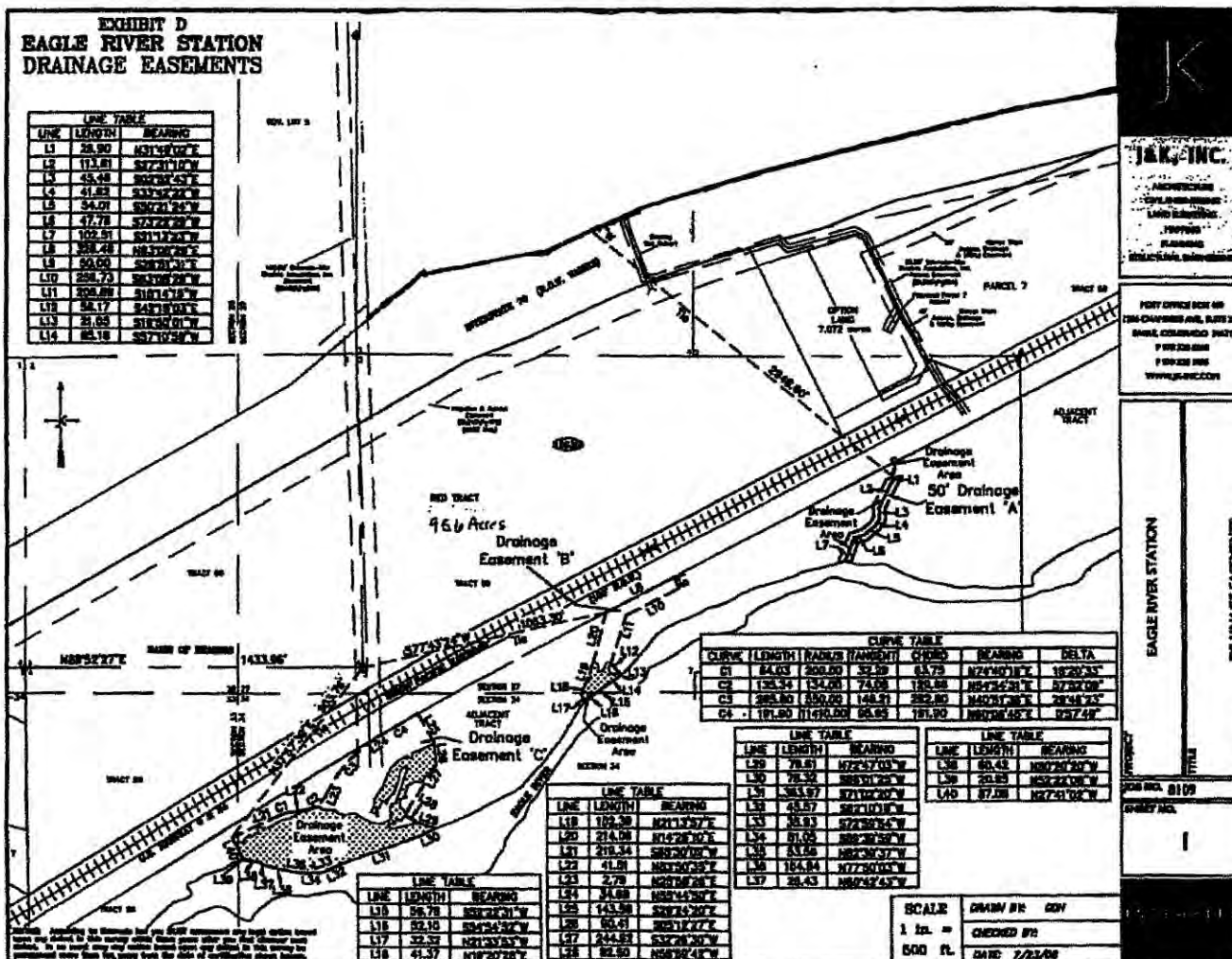


EXHIBIT D Continued

Legal Description of Fixed Drainage Easements

'Drainage Easement 'A''

A Permanent 50' Drainage Easement located within Tract 59, Section 27, Township 4 South, Range 84 West of the 6th Principal Meridian, Eagle County, Colorado, with the bearings described herein based on a bearing of N89°54'19"W for the 1 – 2 line of Tract 62, Section 27, Township 4 South, Range 84 West of the 6th Principal Meridian, with both monuments for Corner No. 1 and Corner No. 2 of said Tract 62 being 2 1/2 inch G.L.O. brass caps on 1 inch iron pipe, found in place, said Drainage Easement centerline being more particularly described as follows:

Beginning at a point from which said Corner No. 2 of Tract 62 bears N51°22'41"W, 2948.60 feet; thence continuing the following seven (7) courses:

- 1) S31°49'02"W, 26.90 feet;
- 2) S27°31'10"W, 113.61 feet;
- 3) S02°52'43"E, 45.46 feet;
- 4) S33°42'22"W, 41.92 feet;
- 5) S50°21'24"W, 54.01 feet;
- 6) S73°22'29"W, 47.76 feet;
- 7) S21°13'23"W, 102.51 feet

to the northerly side of the Eagle River.

'Drainage Easement 'B''

A Permanent Drainage Easement located within Tract 59, Sections 27 & 34, Township 4 South, Range 84 West of the 6th Principal Meridian, Eagle County, Colorado, with the bearings described herein based on a bearing of N89°52'27"E for the 3 – 4 line of said Tract 59 with Corner No. 3, being a 2 1/2 inch G.L.O. brass cap on 1 inch iron pipe, found in place and Corner No. 4, being a 2 1/2 inch aluminum cap on 2 1/4 inch aluminum pipe, PE\PLS #23089, found in place, said Drainage Easement being more particularly described as follows:

Beginning at a point on the southerly right-of-way line for U.S. Highway 6 & 24 from which said Corner No. 3 of said Tract 59 bears S77°43'24"W, 1063.30 feet; thence along said right-of-way N63°08'29"E, 328.48 feet; thence departing said right-of-way the following five (5) courses:

- 1) S26°51'31"E, 50.00 feet;
- 2) S63°08'29"W, 256.73 feet;
- 3) S18°14'15"W, 206.89 feet;
- 4) S42°15'03"E, 56.17 feet;
- 5) S19°50'01"W, 21.05 feet

to the northerly side of the Eagle River; thence along said Eagle River the following three (3) courses:

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- 1) S57°10'59"W, 65.16 feet;
- 2) S52°22'31"W, 59.78 feet;
- 3) S54°54'52"W, 52.10 feet;

thence departing said Eagle River the following four (4) courses:

- 1) N21°33'53"W, 32.32 feet;
- 2) N19°20'28"E, 41.37 feet;
- 3) N21°13'57"E, 102.39 feet;
- 4) N14°26'10"E, 214.06 feet

to said southerly right-of-way line of said U.S. Highway 6 & 24 and the Point of Beginning.

'Drainage Easement 'C''

A Permanent Drainage Easement located within Tract 59, Sections 33 & 34, Township 4 South, Range 84 West of the 6th Principal Meridian, Eagle County, Colorado, with the bearings described herein based on a bearing of N89°52'27"E for the 3 - 4 line of said Tract 59 with Corner No. 3, being a 2 1/2 inch G.L.O. brass cap on 1 inch iron pipe, found in place and Corner No. 4, being a 2 1/2 inch aluminum cap on 2 1/4 inch aluminum pipe, PE\PLS #23089, found in place, said Drainage Easement being more particularly described as follows:

Beginning at a point from which said Corner No. 3 bears N37°57'39"E, 903.76 feet; thence continuing the following seven (7) courses:

- 1) N65°30'02"E, 219.34 feet;
- 2) along a curve to the right having a length of 64.03 feet, a radius of 200.00 feet, a tangent of 32.29 feet, a delta of 18°20'33" and a chord of 63.75 feet that bears N74°40'18"E;
- 3) N83°50'35"E, 41.51 feet;
- 4) along a curve to the left having a length of 135.34 feet, a radius of 134.00 feet, a tangent of 74.08 feet, a delta of 57°52'09" and a chord of 129.66 feet that bears N54°54'31"E;
- 5) N25°58'26"E, 2.79 feet;
- 6) along a curve to the right having a length of 285.80 feet, a radius of 550.00 feet, a tangent of 146.21 feet, a delta of 29°46'23" and a chord of 282.60 feet that bears N40°51'38"E;
- 7) N55°44'50"E, 34.69 feet

to a point on the southerly right-of-way for U.S. Highway 6 & 24; thence along said right-of-way along a non-tangent curve to the right having a length of 191.90 feet, a radius of 11410.00, a tangent of 95.95 feet, a delta of 0°57'49", and a chord of 191.90 feet that bears N60°06'45"E; thence departing said right-of-way the following five (5) courses:

- 1) S29°24'20"E, 143.58 feet;
- 2) S05°12'27"E, 90.41 feet;
- 3) S32°26'30"W, 244.92 feet;
- 4) S58°59'42"E, 62.50 feet;
- 5) S72°47'03"E, 79.61 feet

to the northerly side of the Eagle River; thence along said Eagle River the following nine (9) courses:

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- 1) S66°01'25"W, 78.32 feet;
- 2) S71°02'20"W, 363.97 feet;
- 3) S62°10'19"W, 45.57 feet;
- 4) S72°59'54"W, 35.93 feet;
- 5) S89°39'59"W, 81.05 feet;
- 6) N82°39'37"W, 53.56 feet;
- 7) N77°50'03"W, 104.84 feet;
- 8) N60°42'43"W, 26.43 feet;
- 9) N80°20'20"W, 60.42 feet;

thence departing said Eagle River N52°22'08"W, 20.65 feet; thence N27°41'02"W, 87.08 feet to the southerly right-of-way of U.S. Highway 6 & 24 and the Point of Beginning.

21531342.3

EXHIBIT W:
Additional Opposition
Comments from RED dated
September 17, 2020
(ATTACHED)

From: [Patrick Adler](#)
To: [McCool Development Solutions](#)
Cc: [Jessica Lake](#); [Brett Heron](#); [Chad Phillips](#); CWhite@BHFS.com; [Madden, Katherine J.](#)
Subject: Additional Comments Red Mountain Ranch
Date: Thursday, September 17, 2020 5:00:56 PM
Attachments: [Comments - Red Mountain Ranch - Project Advancement.pdf](#)

Carrie,

Attached are some additional comments in opposition to the Application

Sincerely,

Patrick Adler
Managing Member
602-989-2448



www.ProjectAdvancement.com

Let's connect on [LinkedIn](#)



September 17, 2020

Patrick Adler
9836 North 60th Place
Paradise Valley, AZ 85253
padler@ProjectAdvancement.com
602-989-2448

VIA EMAIL

Town of Eagle
200 Broadway | P.O. Box 609
Eagle, CO 81631

RE: September 22, 2020 City Council Second Reading – Red Mountain Ranch Partnership, LLLP (“RMR”) Annexation, Planned Unit Development, and Preliminary Plan/Final Plat Application (the “Application”) with the Town of Eagle (the “Town”)

Dear Council Members:

This letter is sent on behalf of my client, Trinity Red Eagle Development, LLC (“RED”), one of the largest landowners in the Town and the owner of the property in the near vicinity of RMR and Highway 6 (the “Property”). For the reason discussed further below, RED cannot support RMR’s Application, specifically the Preliminary Plan/Final Plat Application.

I have attached Slides 1-6 to help give context on some of the issues associated with the Application in regards to the future goals of Eagle River Station (ERS) and the Town of Eagle.

1. **Slide 1** showcases that ERS does not have access to Highway 6
 - a. The Solid Blue Line of the Union Pacific Right of Way illustrated the barrier between ERS and Highway 6
2. **Slide 2** shows an aerial view of the two (2) existing PUC Railroad crossings that were installed by ERS in order to gain access to Highway 6.
 - a. These PUC Railroad crossings were installed at great expense to ERS. Typically a PUC Rail Road crossing is \$100k each (plus a lot of administrative work)
3. **Slide 3** shows the extension of Chambers Avenue into ERS and the two (2) ERS connection points to Highway 6 and shows the Western Round About and the Eastern Round About (with both utilizing the existing PUC Railroad crossings).
4. **Slide 4** shows the 2008 RMR agreed upon Right of Way for the Western Round About (an additional 115’ width)
5. **Slide 5** shows the 2008 RMR agreed upon Right of Way for the Eastern Round About (an additional 155’ width)
6. **Slide 6** shows the approximate location of the September 11, 2020 RMR CDOT Access Permit (approximately 515’ east of the existing PUC Railroad crossing)

Typically access along a highway is limited with CDOT requiring significant separation between access points. 515' between access points seems to be too short of a distance (but would need to be validated with CDOT).

A significant concern is that if a Round About intersection will be required for the access points for the extension of Chambers Avenue to Highway 6, then the additional right of way needed will need to be procured from RMR (Union Pacific will not give up any of its Right of Way). The additional access point Right of Way was anticipated in 2008 and was agreed upon by RMR and memorialized with the 2008 recorded Memorandum of Agreement for RMR to give to ERS the defined and necessary Right of Way.

If CDOT and the Town of Eagle are supportive of traditional intersections (in lieu of Round About intersections) for the extension of Chambers Avenue and ERS access to Highway 6, then a detailed engineering analysis needs to be performed to determine if such traditional intersections can fit within the existing CDOT 100' Right of Way (including the necessary grading transitions). If additional Right of Way is needed for the traditional intersections, provisions will need to be made with RMR. But this does not address the negative impacts to ERS associated with the re-alignment of Chambers Avenue along with the removal and replacement of the existing PUC Railroad crossings. These matters, in addition to other matters shared with RMR as part of a comprehensive resolution to the issues between ERS and RMR, were highlighted in a Term Sheet shared with RMR on June 15, 2020 and ERS is awaiting a written response. As illustrated herein, there are a number of issues that need to be resolved in a comprehensive manner before the Preliminary Plat and Final Plat are approved so that ERS (and the Town) are not "locked out" from having the Chambers Avenue extension gain its much needed access to Highway 6.

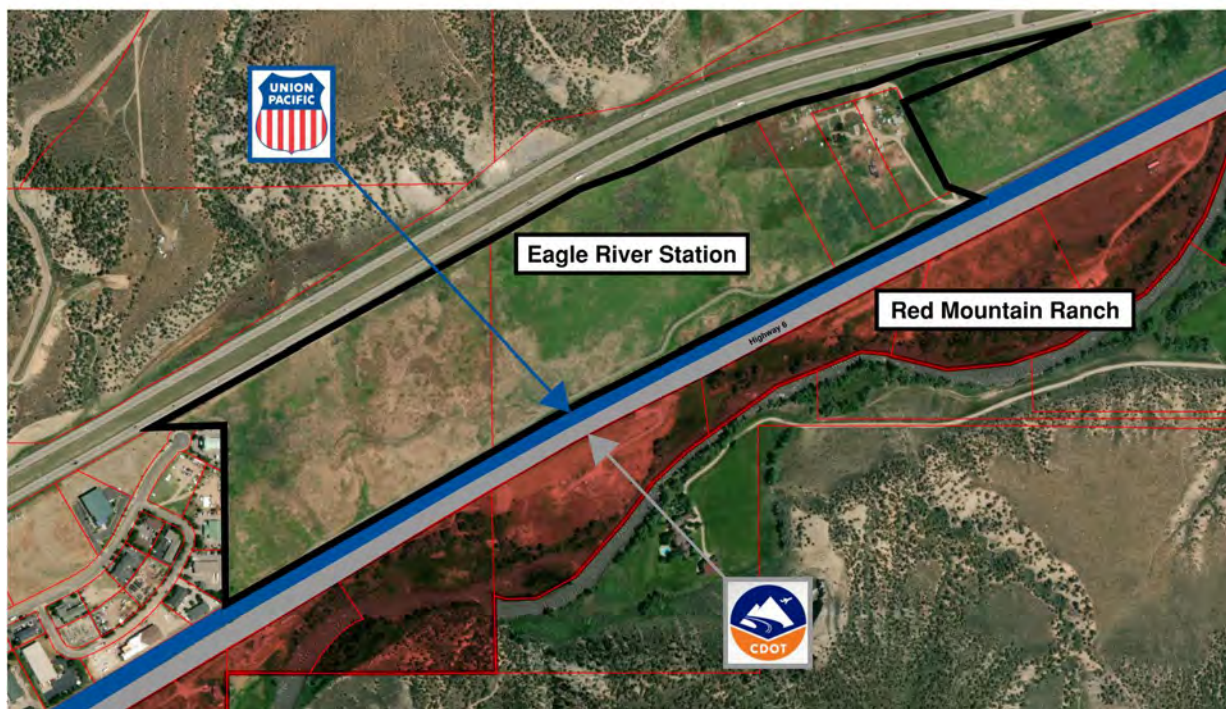
Thank you for the opportunity to comment on the Application.

Sincerely,

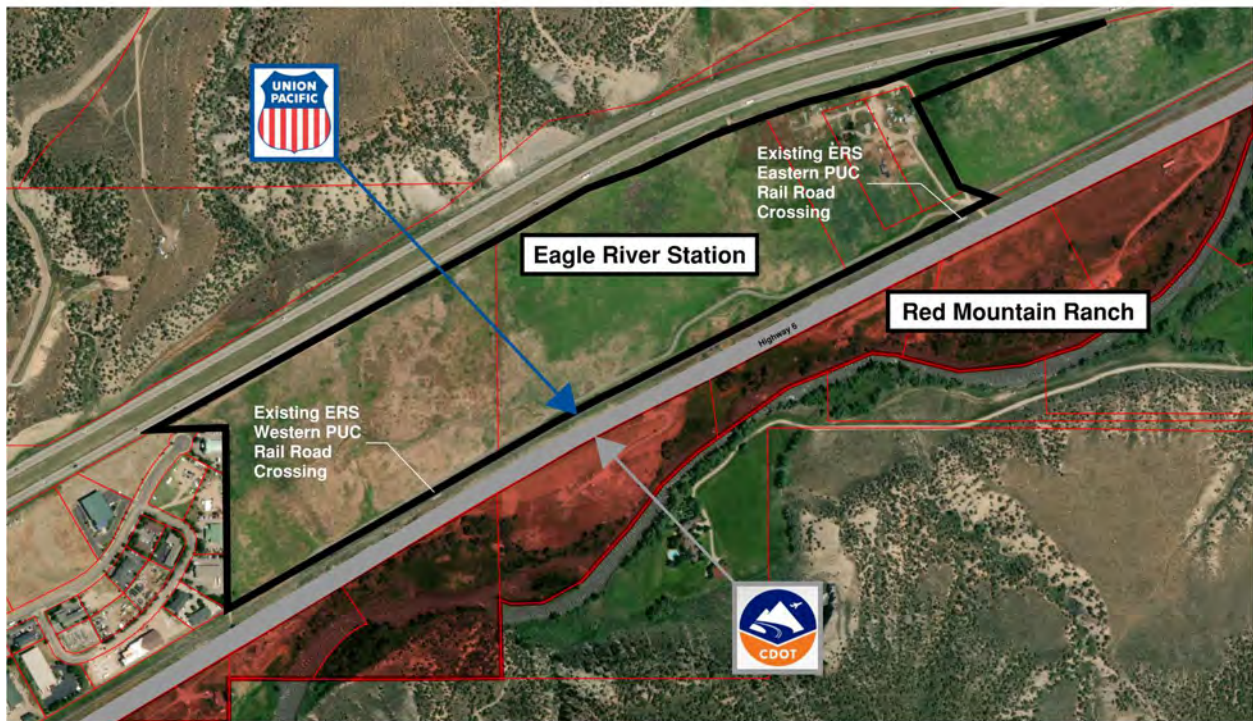


Patrick Adler

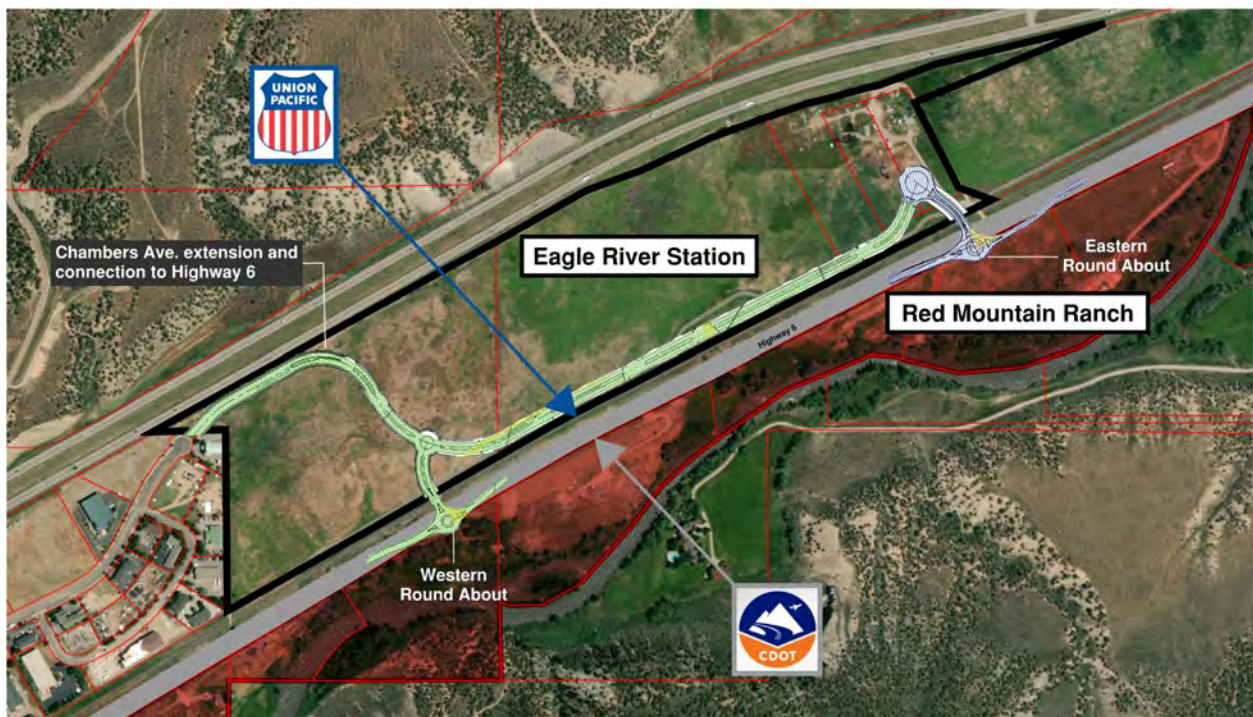
Slide 1



Slide 2

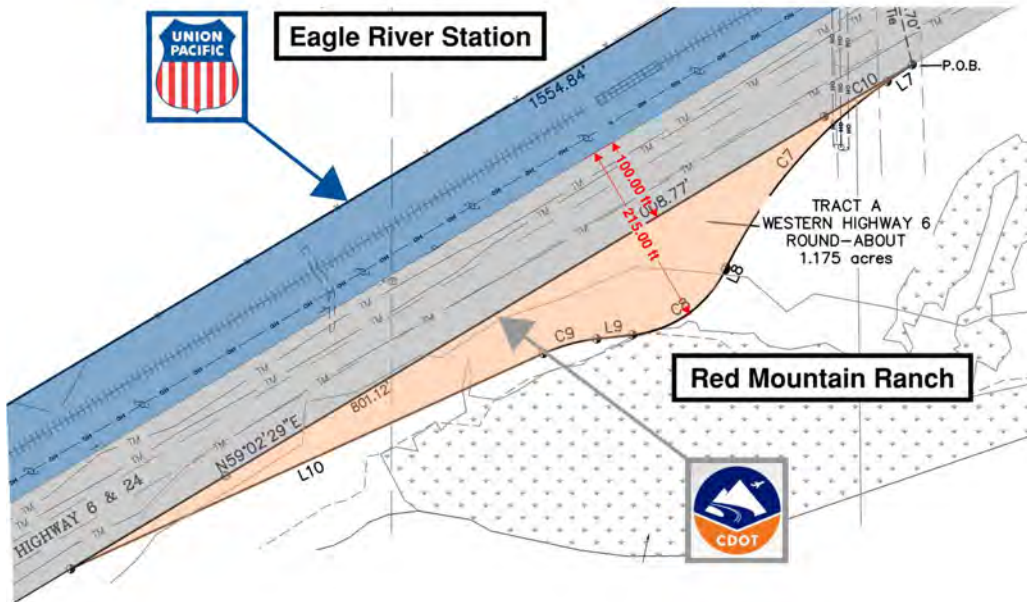


Slide 3



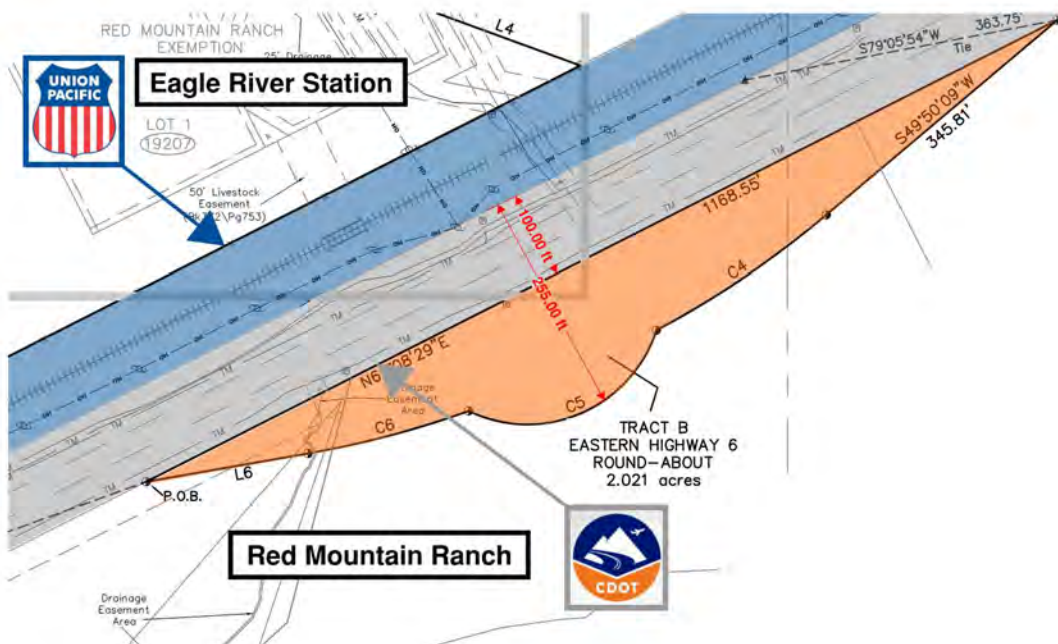
Slide 4

Western Round About Right of Way



Slide 5

Eastern Round About Right of Way



Slide 6



TOWN OF EAGLE, COLORADO
RESOLUTION NO. 68
(Series of 2020)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION
OF REAL PROPERTY LOCATED IN UNINCORPORATED EAGLE COUNTY (RED
MOUNTAIN RANCH)

WHEREAS, a petition for annexation was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in Eagle County and described in the attached **Exhibit A**, attached hereto and incorporated herein by this reference, also known as Red Mountain Ranch (the "Property");

WHEREAS, by resolution adopted on July 28, 2020, the Town Council found the petition to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, on September 22, 2020, the Town Council conducted a properly-noticed public hearing to determine if the Property is eligible for annexation to the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. The applicable provisions of C.R.S. § 31-12-104 have been met, in that not less than one-sixth of the perimeter of the Property is contiguous with the existing boundaries of the Town; and therefore, because of such contiguity, a community of interest exists between the Property and the Town; the Property is urban or will be urbanized in the near future, and the Property is integrated or is capable of being integrated with the Town.

Section 2. The applicable provisions of C.R.S. § 31-12-105 have been met, in that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a Town boundary more than three miles; the Town has in place a plan for said three-mile area; and, in establishing the boundaries of the Property, the entire width of any street or alley is included within the Property.

Section 3. An annexation election is not required under C.R.S. § 31-12-107(2) and no additional terms or conditions are to be imposed upon the area to be annexed other than as contained in the Annexation and Development Agreement, which will be considered and approved separately.

Section 4. The Property is eligible for annexation to the Town, and all requirements of law have been met, including the requirements of C.R.S. §§ 31-12-104 and 31-12-105.

Section 5. An ordinance annexing the Property to the Town will be considered by the Town Council pursuant to C.R.S. § 31-12-111.

INTRODUCED, READ, PASSED AND ADOPTED ON SEPTEMBER 22, 2020.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 22
(Series of 2020)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO ANNEXING TO THE TOWN CERTAIN UNINCORPORATED TERRITORY LOCATED IN EAGLE COUNTY, ZONING THE PROPERTY PLANNED UNIT DEVELOPMENT, APPROVING THE ASSOCIATED FINAL PLAT, AND APPROVING THE ASSOCIATED ANNEXATION AND DEVELOPMENT AGREEMENT CREATING VESTED PROPERTY RIGHTS (RED MOUNTAIN RANCH)

WHEREAS, Eagle River Commercial LLC, Griffin Development LLC and Red Mountain Ranch Partnership, LLLP (collectively "Applicants") are the owners of the real property in unincorporated Eagle County described in the attached **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, on July 10, 2020, Applicants filed a petition for annexation of the Property to the Town;

WHEREAS, by resolution adopted on July 28, 2020, the Town Council found the petition to be in substantial compliance with C.R.S. § 31-12-107(1);

WHEREAS, on September 22, 2020, the Town Council conducted a properly-noticed public hearing and determined that the Property is eligible for annexation to the Town;

WHEREAS, also on September 22, 2020, the Town Council conducted a properly-noticed public hearing on the proposed zoning of the Property as Planned Unit Development ("PUD") as set forth in the PUD Guide dated September 15, 2020 (the "PUD Guide");

WHEREAS, also on September 22, 2020, the Town Council considered the request for approval of an associated final plat for the Property (the "Final Plat");

WHEREAS, also on September 22, 2020, the Town Council considered the associated Annexation and Development Agreement (the "ADA"), which establishes vested rights in the PUD Guide; and

WHEREAS, the Town Council finds that it is desirable and necessary, and in the best interest of the public health, safety and welfare, that the Property be annexed to the Town, that the Property be zoned PUD, that the PUD Guide be approved as the zoning of the Property, that the Final Plat be approved, and that the Annexation and Development Agreement be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. Annexation.

a. The Property is hereby annexed to the Town. Upon the effective date of this Ordinance, the Property shall become subject to the jurisdiction of the Town.

b. Prior to the effective date of this Ordinance, the Town Clerk shall file for recording three certified copies of this Ordinance and three copies of the Annexation Map with the Eagle County Clerk and Recorder, and shall keep one copy of the Annexation Map and the original of this Ordinance in the Town Clerk's office.

c. The Town Clerk shall request that the Eagle County Clerk and Recorder file one certified copy of this Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs and the same with the Colorado Department of Revenue.

Section 2. ADA. The ADA is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the ADA on behalf of the Town.

Section 3. Zoning.

a. The Town Council hereby finds and determines that the PUD zoning, as set forth in the PUD Guide, satisfies all applicable criteria in the Eagle Municipal Code.

b. Based on the foregoing, the Property is hereby zoned PUD, as more particularly set forth in the PUD Guide dated September 15, 2020, and the PUD Guide is approved as the zoning of the Property.

Section 4. Final Plat.

a. The Town Council hereby finds and determines that the Final Plat satisfies all applicable criteria in the Eagle Municipal Code.

b. Based on the foregoing, the Final Plat is hereby approved.

Section 5. Vested Rights. Pursuant to Section 16 of the ADA, the PUD Guide constitutes a site specific development plan, and approval of the PUD Guide creates vested rights pursuant to C.R.S. § 24-68-101, *et seq.*, and the Eagle Municipal Code. Applicants shall be responsible for publication of the notice required by C.R.S. § 24-68-103(1)(c), and Applicants' failure to publish such notice shall render the vested rights null and void.

Section 6. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town

Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 7. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

Section 8. Effective Date. Pursuant to Section 6.03 of the Eagle Home Rule Charter, this Ordinance shall take effect 10 days after publication following adoption.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON SEPTEMBER 22, 2020.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Brandy Reitter, Town Manager
Jenny Rakow, Town Clerk

Date: September 22, 2020

Agenda Item: Town of Eagle Downtown Development Authority Ballot Request and Affidavit for
Designation of Voting Representative

REQUEST:

Staff requests that the Town Council review an affidavit requesting a Downtown Development Authority (DDA) ballot and designate a voting representative for the upcoming election for the formation of the district.

INTRODUCTION:

In August, the Town of Eagle approved ballot language to form a DDA. Since then the staff has coordinated with Eagle County and legal to begin the election process. The formation of the DDA doesn't follow the typical election process. Participants in the proposed district receive a separate ballot. Before receiving the ballot, the landowner needs to fill out an affidavit requesting a ballot and designate a person to vote in the election. The designee can be a resident, a landowner or a lessee. Since the Town owns two properties in the proposed district. The Town Council needs to designate an elected official to sign the affidavits as well as designate a natural person to receive a ballot for the election by September 30. Once the Town receives ballots, staff will present them to the Town Council by October 27.

ANALYSIS:

The purpose of the affidavit is to designate a natural person to request a ballot to vote in the DDA election on November 3, 2020. The criteria are below:

- The qualified elector is a resident, landowner, or lessee of real property within the DDA boundaries
- The registered elector must be a resident of Colorado and 18 years or older

Failure to complete the affidavit will result in the Town not receiving a ballot. Since the Town of Eagle owns two properties in the district, there are two affidavits to sign. Those properties are:

- New Town Hall, 200 Broadway Street, Eagle, CO

- Old Town Hall, 112 W Second Street, Eagle, CO

Pros of Signing Affidavit:

- Signing the documents will reinforce the Town's commitment to forming the DDA
- Participating as property owners in the DDA gives the Town a voice in future planning of the area
- Supporting a DDA is an economic development tool that might improve the district and lead to a positive business environment
- If the DDA is successful it could serve as a post-COVID-19 economic recovery tool

Cons of Signing the Affidavit:

- Signing the affidavit to request a ballot makes the Town less neutral when it comes to the formation of the DDA
- Not signing the affidavit weakens the Town's voice over the future planning of the area
- A DDA can be a tool for economic vitality but focusing on it means that there might be other tools that we are missing

COMMUNITY INPUT:

Community input is not required with this proposal.

BUDGET / STAFF IMPACT:

There is no budget or staff impact on this proposal.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal aligns with the following business values and strategic goals in the new Strategic Plan:

Stimulate Economic Vitality and Development – This proposal addresses the support to create a business improvement district in old Eagle to direct resources to help improve the area. The next steps are to develop a downtown plan that will establish a comprehensive strategy for economic vitality.

Enhance the Economic Resiliency of the Town Government – Participating as a voter in the DDA district is a policy that could improve and enhance the value of real property in the area. Future improvements could increase the value and private sector investments in the historic downtown.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to authorize Mayor Scott Turnipseed to complete the affidavit to request a ballot for the DDA election and to serve as the designee.

ATTACHMENTS:

- Affidavit: New Town Hall, 200 Broadway Street, Eagle, CO
- Affidavit: Old Town Hall, 112 W Second Street, Eagle, CO



**NOTIFICATION OF ELECTION
TO PROSPECTIVE ELIGIBLE ELECTORS LOCATED WITHIN THE PROPOSED EAGLE
DOWNTOWN DEVELOPMENT AUTHORITY FOR THE NOVEMBER 3, 2020
COORDINATED ELECTION**

RETURN COMPLETED FORM TO:	Jenny Rakow, Designated Election Official Town of Eagle 200 Broadway, P.O. Box 609 Eagle, CO 81631
PROPERTY ADDRESS :	Email: jenny.rakow@townofeagle.org
TOWN OF EAGLE	Fax: (970) 328-5203
200 BROADWAY	Phone: (970) 328-9623

You are receiving this affidavit because the property to which this affidavit was sent is planned to be included in the proposed Eagle Downtown Development Authority pursuant to C.R.S. § 31-25-801, *et. seq.* An election will be held on November 3, 2020 to determine if the proposed Eagle Downtown Development Authority (the "DDA") shall form pursuant to these laws.

All qualified electors shall be entitled to participate in this election. A qualified elector is defined as any resident, landowner, or lessee of real property located within the boundaries of the proposed DDA. A qualified elector *resident* must be a citizen of the United States and a registered elector and resident of the state of Colorado, eighteen (18) years of age or older, who makes their primary dwelling place within the proposed DDA. Pursuant to C.R.S. § 31-25-802(9), for property within the DDA owned or leased by entities other than a natural person, in order to vote, those owners or lessees must designate a natural person representative to cast its ballot. Entity owners or lessees should complete and return the Affidavit for Designation of Natural Person.

The purpose of this affidavit is for the Town to collect information regarding eligibility to vote in the DDA election. Completed and returned affidavits who meet the qualified elector requirements shall be placed on a list of qualified electors and shall receive a ballot including the formation question of the DDA. Failure to return this affidavit form will result in the interested party failing to receive a mail ballot including the DDA election question.

Please review, sign, and return the following affidavit by **September 30, 2020**.

THERE ARE THREE FORMS ATTACHED, IN ORDER TO RECEIVE A MAIL BALLOT PLEASE RETURN ONE OF THE ATTACHED FORMS, AS APPROPRIATE, IN THE ENCLOSED ENVELOPE, OR SEND VIA FAX OR EMAIL:

- 1. AFFIDAVIT FOR NATURAL PERSON RESIDENT, PROPERTY OWNER, OR LESSEE (REVERSE SIDE)**
- 2. AFFIDAVIT FOR ENTITY OWNER**
- 3. AFFIDAVIT FOR ENTITY LESSEE**

**AFFIDAVIT OF QUALIFIED ELECTOR**

COMPLETE IF THE PROSPECTIVE QUALIFIED ELECTOR IS A **RESIDENT** WITHIN THE BOUNDARIES OF THE PROPOSED EAGLE DOWNTOWN DEVELOPMENT AUTHORITY OR IS A **NATURAL PERSON** WHO LEASES OR OWNS REAL PROPERTY LOCATED WITHIN THE PROPOSED DDA:

1. I, _____ (printed name), with a date of birth of _____ (month, day, year), swear or affirm that I am a natural person and the _____ (resident/lessee/record owner) of real property located at _____ (physical address, not P.O. box), which is located within the boundaries of the proposed Eagle Downtown Development Authority and, as such, am qualified to vote in the November 3, 2020 coordinated election to be conducted within the boundaries of the proposed Eagle Downtown Development Authority. I desire to vote in the election to be held on November 3, 2020 regarding the Eagle Downtown Development Authority. I further hereby affirm that I have not previously cast a ballot in this election, nor have I been designated as a person to cast a ballot on behalf of a landowner or other lessee in this election, nor will I accept a designation as a person to cast a ballot on behalf of a landowner or other lessee in this election without first notifying the Town in writing that I have accepted such designation.

2. I affirm my understanding that I must be a registered Colorado voter to be eligible to cast a ballot in this election.

3. I affirm that I wish to receive a mail ballot to be mailed to my mailing address located at _____.

DATED this ____ day of _____, 2020.

RESIDENT, LANDOWNER, OR LESSEE:

Signature: _____

Printed Name: _____

Date Received: _____

Sent to EC: _____

**AFFIDAVIT FOR DESIGNATION OF NATURAL PERSON**

COMPLETE IF THE PROSPECTIVE QUALIFIED ELECTOR IS AN **ENTITY OWNER** OF REAL PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE PROPOSED EAGLE DOWNTOWN DEVELOPMENT AUTHORITY:

1. The undersigned is a duly authorized representative of _____, a _____ (corporation/LLC/etc.), whose address is _____.
2. _____ is the record owner of real property (the "Landowner") located at _____ (physical address, not P.O. box), which is located within the boundaries of the proposed Eagle Downtown Development Authority.
3. On behalf of the Landowner, I hereby designate _____ (printed name), with a date of birth of _____, whose mailing address is _____, as the natural person to cast a ballot in this election on behalf of the Landowner.
4. I hereby affirm that such person has not been previously designated to cast a ballot in this election. No person shall be designated by more than one landowner to vote in this election. No person shall cast more than one ballot. It is clearly understood by both the Landowner and the designated voter that only one vote per person is allowed in the election to form the Eagle Downtown Development Authority. The natural person designated above will not be allowed to cast another ballot in this election as a resident of the Eagle Downtown Development Authority.
5. I further hereby affirm that the Landowner has not previously designated a person to cast a ballot on its behalf in this election.
6. I affirm my understanding that the natural person whom I have designated must be a U. S. Citizen, at least 18 years old, registered to vote in Colorado, and eligible to vote in the election to cast a ballot for the Landowner.

DATED this ____ day of _____, 2020.

LANDOWNER:

By: _____

Name: _____

Title: _____

Date Received: _____

Sent to EC: _____

**AFFIDAVIT FOR DESIGNATION OF NATURAL PERSON**

COMPLETE IF THE PROSPECTIVE QUALIFIED ELECTOR IS AN **ENTITY LESSEE** OF REAL PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE PROPOSED EAGLE DOWNTOWN DEVELOPMENT AUTHORITY:

1. The undersigned is a duly authorized representative of _____, a _____ (corporation/LLC/etc.), whose address is _____.

2. _____ is the lessee of real property (the "Lessee") located at _____ (physical address, not P.O. box), which is located within the boundaries of the proposed Eagle Downtown Development Authority.

3. On behalf of the Lessee, I hereby designate _____ (printed name), with a date of birth of _____, whose mailing address is _____, as the natural person to cast a ballot in this election on behalf of the Lessee.

4. I hereby affirm that such person has not been previously designated to cast a ballot in this election. No person shall be designated by more than one landowner to vote in this election. No person shall cast more than one ballot. It is clearly understood by both the Lessee and the designated voter that only one vote per person is allowed in the election to form the Eagle Downtown Development Authority. The natural person designated above will not be allowed to cast another ballot in this election as a resident of the Eagle Downtown Development Authority.

5. I further hereby affirm that the Lessee has not previously designated a person to cast a ballot on its behalf in this election.

6. I affirm my understanding that the natural person whom I have designated must be a U. S. Citizen, at least 18 years old, registered to vote in Colorado, and eligible to vote in the election to cast a ballot for the Lessee.

DATED this ____ day of _____, 2020.

LESSEE:

By: _____

Name: _____

Title: _____

Date Received: _____

Sent to EC: _____



**NOTIFICATION OF ELECTION
TO PROSPECTIVE ELIGIBLE ELECTORS LOCATED WITHIN THE PROPOSED EAGLE
DOWNTOWN DEVELOPMENT AUTHORITY FOR THE NOVEMBER 3, 2020
COORDINATED ELECTION**

RETURN COMPLETED
FORM TO:

PROPERTY ADDRESS :

TOWN OF EAGLE
112 W SECOND ST

Jenny Rakow, Designated Election Official
Town of Eagle
200 Broadway, P.O. Box 609
Eagle, CO 81631
Email: jenny.rakow@townofeagle.org
Fax: (970) 328-5203
Phone: (970) 328-9623

You are receiving this affidavit because the property to which this affidavit was sent is planned to be included in the proposed Eagle Downtown Development Authority pursuant to C.R.S. § 31-25-801, *et. seq.* An election will be held on November 3, 2020 to determine if the proposed Eagle Downtown Development Authority (the "DDA") shall form pursuant to these laws.

All qualified electors shall be entitled to participate in this election. A qualified elector is defined as any resident, landowner, or lessee of real property located within the boundaries of the proposed DDA. A qualified elector *resident* must be a citizen of the United States and a registered elector and resident of the state of Colorado, eighteen (18) years of age or older, who makes their primary dwelling place within the proposed DDA. Pursuant to C.R.S. § 31-25-802(9), for property within the DDA owned or leased by entities other than a natural person, in order to vote, those owners or lessees must designate a natural person representative to cast its ballot. Entity owners or lessees should complete and return the Affidavit for Designation of Natural Person.

The purpose of this affidavit is for the Town to collect information regarding eligibility to vote in the DDA election. Completed and returned affidavits who meet the qualified elector requirements shall be placed on a list of qualified electors and shall receive a ballot including the formation question of the DDA. Failure to return this affidavit form will result in the interested party failing to receive a mail ballot including the DDA election question.

Please review, sign, and return the following affidavit by **September 30, 2020**.

THERE ARE THREE FORMS ATTACHED, IN ORDER TO RECEIVE A MAIL BALLOT PLEASE RETURN ONE OF THE ATTACHED FORMS, AS APPROPRIATE, IN THE ENCLOSED ENVELOPE, OR SEND VIA FAX OR EMAIL:

- 1. AFFIDAVIT FOR NATURAL PERSON RESIDENT, PROPERTY OWNER, OR LESSEE (REVERSE SIDE)**
- 2. AFFIDAVIT FOR ENTITY OWNER**
- 3. AFFIDAVIT FOR ENTITY LESSEE**

**AFFIDAVIT OF QUALIFIED ELECTOR**

COMPLETE IF THE PROSPECTIVE QUALIFIED ELECTOR IS A **RESIDENT** WITHIN THE BOUNDARIES OF THE PROPOSED EAGLE DOWNTOWN DEVELOPMENT AUTHORITY OR IS A **NATURAL PERSON** WHO LEASES OR OWNS REAL PROPERTY LOCATED WITHIN THE PROPOSED DDA:

1. I, _____ (printed name), with a date of birth of _____ (month, day, year), swear or affirm that I am a natural person and the _____ (resident/lessee/record owner) of real property located at _____ (physical address, not P.O. box), which is located within the boundaries of the proposed Eagle Downtown Development Authority and, as such, am qualified to vote in the November 3, 2020 coordinated election to be conducted within the boundaries of the proposed Eagle Downtown Development Authority. I desire to vote in the election to be held on November 3, 2020 regarding the Eagle Downtown Development Authority. I further hereby affirm that I have not previously cast a ballot in this election, nor have I been designated as a person to cast a ballot on behalf of a landowner or other lessee in this election, nor will I accept a designation as a person to cast a ballot on behalf of a landowner or other lessee in this election without first notifying the Town in writing that I have accepted such designation.

2. I affirm my understanding that I must be a registered Colorado voter to be eligible to cast a ballot in this election.

3. I affirm that I wish to receive a mail ballot to be mailed to my mailing address located at _____.

DATED this ____ day of _____, 2020.

RESIDENT, LANDOWNER, OR LESSEE:

Signature: _____

Printed Name: _____

Date Received: _____

Sent to EC: _____

**AFFIDAVIT FOR DESIGNATION OF NATURAL PERSON**

COMPLETE IF THE PROSPECTIVE QUALIFIED ELECTOR IS AN **ENTITY OWNER** OF REAL PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE PROPOSED EAGLE DOWNTOWN DEVELOPMENT AUTHORITY:

1. The undersigned is a duly authorized representative of _____, a _____ (corporation/LLC/etc.), whose address is _____.
2. _____ is the record owner of real property (the "Landowner") located at _____ (physical address, not P.O. box), which is located within the boundaries of the proposed Eagle Downtown Development Authority.
3. On behalf of the Landowner, I hereby designate _____ (printed name), with a date of birth of _____, whose mailing address is _____, as the natural person to cast a ballot in this election on behalf of the Landowner.
4. I hereby affirm that such person has not been previously designated to cast a ballot in this election. No person shall be designated by more than one landowner to vote in this election. No person shall cast more than one ballot. It is clearly understood by both the Landowner and the designated voter that only one vote per person is allowed in the election to form the Eagle Downtown Development Authority. The natural person designated above will not be allowed to cast another ballot in this election as a resident of the Eagle Downtown Development Authority.
5. I further hereby affirm that the Landowner has not previously designated a person to cast a ballot on its behalf in this election.
6. I affirm my understanding that the natural person whom I have designated must be a U. S. Citizen, at least 18 years old, registered to vote in Colorado, and eligible to vote in the election to cast a ballot for the Landowner.

DATED this ____ day of _____, 2020.

LANDOWNER:

By: _____

Name: _____

Title: _____

Date Received: _____

Sent to EC: _____

**AFFIDAVIT FOR DESIGNATION OF NATURAL PERSON**

COMPLETE IF THE PROSPECTIVE QUALIFIED ELECTOR IS AN **ENTITY LESSEE** OF REAL PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE PROPOSED EAGLE DOWNTOWN DEVELOPMENT AUTHORITY:

1. The undersigned is a duly authorized representative of _____, a _____ (corporation/LLC/etc.), whose address is _____.
2. _____ is the lessee of real property (the "Lessee") located at _____ (physical address, not P.O. box), which is located within the boundaries of the proposed Eagle Downtown Development Authority.
3. On behalf of the Lessee, I hereby designate _____ (printed name), with a date of birth of _____, whose mailing address is _____, as the natural person to cast a ballot in this election on behalf of the Lessee.
4. I hereby affirm that such person has not been previously designated to cast a ballot in this election. No person shall be designated by more than one landowner to vote in this election. No person shall cast more than one ballot. It is clearly understood by both the Lessee and the designated voter that only one vote per person is allowed in the election to form the Eagle Downtown Development Authority. The natural person designated above will not be allowed to cast another ballot in this election as a resident of the Eagle Downtown Development Authority.
5. I further hereby affirm that the Lessee has not previously designated a person to cast a ballot on its behalf in this election.
6. I affirm my understanding that the natural person whom I have designated must be a U. S. Citizen, at least 18 years old, registered to vote in Colorado, and eligible to vote in the election to cast a ballot for the Lessee.

DATED this ____ day of _____, 2020.

LESSEE:

By: _____

Name: _____

Title: _____

Date Received: _____

Sent to EC: _____



To: Mayor and Town Council

From: Deron Dirksen, PE

Date: September 18, 2020

Agenda Item: Resolution Number 66, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Consenting to Provide Extraterritorial Wastewater Collection Services by Contract to Property Located at 1819 Brush Creek Road, Eagle County, Colorado"

REQUEST:

Staff is requesting the Town Council adopt Resolution Number 66 , Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Consenting to Provide Extraterritorial Wastewater Collection Services by Contract to Property Located at 1819 Brush Creek Road, Eagle County, Colorado"

INTRODUCTION:

The owner of 1819 Brush Creek Road (Little Horn LLC), Parcel Number 2109-091-00-010 (property), wants to connect the property's wastewater service line to the town's existing wastewater collection system. This property is located southeast of the Brush Creek Road and Sylvan Lake Road intersection adjacent to the Brush Creek. The property is currently served by an existing Onsite Wastewater Treatment System (OWTS). The owner would like to abandon the existing OWTS and connect the property's wastewater service line to the town's existing wastewater collection system.

ANALYSIS:

Town Staff has reviewed the request to connect to the town's existing wastewater collection system and has no issues and feels there is no negative effects to the town's wastewater system. The town has approximately ten other similar situations where properties located outside town limits are connected to the town's wastewater collection system. Per the Town Manager, this request meets the policies and standards of the Town of Eagle.

Staff has reviewed the draft construction drawings to determine the feasibility for the property to physically connect to the town's existing wastewater collection system and has determined it is possible with a gravity system. The owner will pay for all construction costs.

The town's recently adopted Source Water Protection Plan identified OWTS as a potential contaminant source or issue of concern since it is located upstream of the town's future drinking water source. Approving the connection removes an OWTS located adjacent to Brush Creek.

COMMUNITY INPUT:

None

BUDGET / STAFF IMPACT:

Wastewater Enterprise Fund: Approximately \$14,000.00 plus Monthly Service Fees

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Major Objective #2 Enhance the Financial Health of the Town: This project will provide revenue to the town's Wastewater Enterprise Fund.

Major Objective #3 Enhance Water Management: This project will remove an Onsite Wastewater Treatment System located adjacent to Brush Creek which is located above the town's future drinking water source.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** Resolution Number 66 , Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Consenting to Provide Extraterritorial Wastewater Collection Services by Contract to Property Located at 1819 Brush Creek Road, Eagle County, Colorado"

ATTACHMENTS:

Resolution Number 66, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Consenting to Provide Extraterritorial Wastewater Collection Services by Contract to Property Located at 1819 Brush Creek Road, Eagle County, Colorado"

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 66
(Series of 2020)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
CONSENTING TO PROVIDE EXTRATERRITORIAL WASTEWATER COLLECTION
SERVICES BY CONTRACT TO PROPERTY LOCATED AT 1819 BRUSH CREEK ROAD,
EAGLE COUNTY, COLORADO

WHEREAS, Owner, is the owner of real property located in Eagle County, outside of the
Town of Eagle municipal boundary with an address of 1819 Brush Creek Road, Eagle County,
Colorado;

WHEREAS, Owner has made application to the Town for extraterritorial wastewater
collection services (the "Wastewater Services Application"); and

WHEREAS, pursuant to Section 12.34.020 of the Eagle Town Code, the Town manager has
reviewed the Wastewater Services Application and has found that the Wastewater Services
Application complies with all such ordinances, goals, policies, plans, regulations or rules
concerning the Town's wastewater collection system.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE,
COLORADO, THAT:

Section 1. Pursuant to Section 12.34.020(f) The Town Council hereby consents to and
approves the Wastewater Services Application and authorizes the Town Manager to enter into
an agreement with the Owner for wastewater collection services in a form approved by the Town
Attorney

INTRODUCED, READ, PASSED AND ADOPTED ON SEPTEMBER 22, 2020.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: September 22, 2020

Agenda Item: Resolution No. 70, Series, 2020 "A Resolution of the Town Council of the Town of Eagle, Colorado, Directing the Town's Officers and Staff to Undertake Certain Actions Toward the Construction and Financing of a Broadband System, to be Owned and Operated by the Town through a TABOR Enterprise"

REQUEST:

Staff requests that the Town Council review a resolution directing staff to move forward with the necessary steps to implement the Town's municipal broadband system.

INTRODUCTION:

The Town Council participated in a broadband work session on September 1 where staff presented an overview of the project and next steps. The Town Council gave staff direction to continue to move forward with the initiative based on the information presented. Over the next few months, staff will present policy items that are necessary for implementation. Before those decisions, the staff recommends that the Town Council take official action supporting the next steps. This will assist staff with drafting ordinances, talking to banks, soliciting proposals as well as working with the Town's broadband consultants. The attached resolution is an official endorsement of the next steps and will give the broadband team confidence to move forward.

ANALYSIS:

Resolution No. 70, Series 2020 directs staff to move forward on the following action items:

- Facilitate requests for proposals on financing and construction per the Feasibility Study
- Directs staff to provide regular updates to the Town Council on action items
- Requires staff to include presentations of financing and construction proposals

While this might seem like an extra step, this resolution provides staff clarity on the Town Council's expectations as the organization proceeds forward. This resolution also assists staff with officially tracking on the record, the Town Council's decisions on broadband.

COMMUNITY INPUT:

Community input is not required with this proposal.

BUDGET / STAFF IMPACT:

There is no budget or staff impact from this proposal.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal aligns with the following business values and strategic goals in the new Strategic Plan:

Match Infrastructure to Quality of Life – This policy is one step in the process of many to deploy broadband in the Town of Eagle. The Town Council deemed broadband an essential service and a priority. This resolution communicates the Town Council's expectations of staff through the process which is part of the official record.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** the adoption of Resolution No. 70, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado, Directing the Town's Officers and Staff to Undertake Certain Actions Toward the Construction and Financing of a Broadband System, to be owned and operated by the Town Through a TABOR Enterprise"

ATTACHMENTS:

- Resolution No. 70, Series 2020

**TOWN OF EAGLE, COLORADO
RESOLUTION NO. 70
(Series of 2020)**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE,
COLORADO, DIRECTING THE TOWN'S OFFICERS AND STAFF TO
UNDERTAKE CERTAIN ACTIONS TOWARD THE CONSTRUCTION
AND FINANCING OF A BROADBAND SYSTEM, TO BE OWNED AND
OPERATED BY THE TOWN THROUGH A TABOR ENTERPRISE.**

WHEREAS, the Town Council of the Town of Eagle, Colorado (the ***"Council"***) has previously determined the importance of widespread, reliable broadband access in an increasingly digital economy, for the advancement, development, and innovation of commerce, business, education, and community within the Town of Eagle, Colorado (the ***"Town"***); and

WHEREAS, to ensure the availability of broadband access within the Town, the Council has considered the Town's financing, construction, and operation of a fiber optic utility system to deliver broadband access (the ***"Broadband System"***) to the Town's residents, businesses, and educational institutions, and to others within the community; and

WHEREAS, the Town's staff has previously presented to this Council the Broadband Assessment & Feasibility Study (the ***"Feasibility Study"***); and

WHEREAS, the Council believes that it would be advantageous for the Town to own and operate the Broadband System as an enterprise pursuant to and in accordance with Article X, Section 20 of the Colorado Constitution (***"TABOR"***); and

WHEREAS, the Council does hereby declare in order to meet the present and future needs of the Town, it is necessary and appropriate for the Town to finance, construct, and operate the Broadband System (collectively, the ***"Broadband Project"***);

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

Section 1. The Council hereby directs the Town's staff to take such further steps and actions as necessary to undertake and accomplish the Broadband Project, including, but not limited to, receiving proposals for financing of the Broadband Project, obtaining bids for the construction of the Broadband Project in accordance with the Feasibility Study, and working with legal and bond counsel on structure for the Broadband Project (including the use of a TABOR enterprise by which the Town can own and operate the Broadband Project).

Section 2. The Council hereby further directs the Town's staff to provide periodic updates to the Council on all steps and actions undertaken and accomplish the Broadband Project, and present to the Council all matters necessary for approval by the Council in completion and the Broadband Project, including presentation to the Council for review and consideration (a) proposals for financing the Broadband Project and (b) a

bid package for the construction of the Broadband Project in accordance with the Feasibility Study.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON SEPTEMBER 22, 2020.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk