

**TOWN COUNCIL
TOWN OF GYPSUM, STATE OF COLORADO**

RESOLUTION NO. 11 (SERIES 2025)

**A RESOLUTION OF THE TOWN OF GYPSUM APPROVING THE VILLAGE AT
BUCKHORN VALLEY PUD PRELIMINARY PLAN, FINAL PLAT PHASE 1, AND
THE SUBDIVISION IMPROVEMENT AGREEMENT**

WHEREAS, the Town of Gypsum, Colorado ("Town"), is a home rule municipality of the State of Colorado, duly organized and existing under Article XX of the Colorado Constitution and the Gypsum Home Rule Charter effective October 21, 1982; and

WHEREAS, the Town has the power and authority to adopt regulations regarding the subdivision of land and to enjoin any such subdivision which does not comply with such regulations, pursuant to Sections 31-23-214 and 31-23-216, C.R.S.; and

WHEREAS, the Town Council of the Town ("Council") has adopted Title 17 of the Gypsum Municipal Code (G.M.C.) governing the subdivision and regulation of land; and

WHEREAS, pursuant to Sections 18.08.110, 18.08.120, 18.08.130 and 17.16.030, G.M.C., preliminary plans for a planned unit development (PUD) shall be considered at a Gypsum Planning and Zoning Commission ("Planning Commission") public hearing and recommendations as a result of this review will be made to the Council who may approve, deny, or approve the application with conditions; and

WHEREAS, pursuant to Sections 18.08.170 and 17.20.050, G.M.C., final plats for a planned unit development (PUD) shall be considered at a Gypsum Planning and Zoning Commission ("Planning Commission") public hearing and recommendations as a result of this review will be made to the Council who may approve, deny, or approve the application with conditions; and

WHEREAS, BV Firewheel, LLC is the owner of Parcel L2 Mountain Gateway, according to the plat thereof recorded July 24th, 2018 under Reception No. 201812537, Town of Gypsum, County of Eagle, State of Colorado and a portion of Parcel 1, Buckhorn Valley PUD – Exemption Plat II, according to the Plat thereof recorded December 26, 2007 under Reception No. 2007733479, Town of Gypsum, County of Eagle, State of Colorado; and

WHEREAS, pursuant to Sections 18.08.110, 18.08.120, and 17.16.030 of the G.M.C., a public hearing before the Planning Commission on the Application was held on April 2, 2025, at 7:00 p.m. and the Planning Commission recommended approval of the Preliminary Plan; and

WHEREAS, pursuant to Sections 18.08.170 and 17.20.050 of the G.M.C., a public hearing before the Planning Commission on the Application was held on April 2, 2025, at 7:00 p.m. and the Planning Commission recommended approval of the Final Plat of Buckhorn Valley Phase 8 (the "Final Plat") attached as Exhibit C of the SIA (as defined below); and

WHEREAS, the Council hereby finds that pursuant to Section 18.16.060 and 17.70.010 of the G.M.C., all public notice requirements for the public hearing before the Planning Commission and the meeting for the Council were met as follows:

1. On March 14, 2025, notice of the hearing on April 2, 2025, before the Planning Commission and April 22, 2025, hearing before the Town Council was mailed to property owners within three hundred feet of the Property;
2. On March 17, 2025, Public Notice was physically posted at the Property prior to the public hearings of which an affidavit of posting has been received.

WHEREAS, Applicant has complied with the requirements of Sections 18.08.170 and 17.20.030, G.M.C., for the Final Plat; and

WHEREAS, a Subdivision Improvement Agreement (SIA) for The Village at Buckhorn Valley (the "SIA") outlining terms and obligations related to the construction of the Final Plat is identified on Exhibit A, attached hereto; and

WHEREAS, Applicant has submitted to the Town the proposed Rules and Regulations for Owners Association for The Village at Buckhorn Valley (the "Covenants"); and

WHEREAS, the Council has considered the criteria of Section 17.16.030 and 17.20.050, G.M.C., in reviewing the subdivision application, including (1) the comments and recommendations of Town staff, (2) comments of the general public, and (3) impacts on adjoining areas and the Town as a whole.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GYPSUM, COLORADO, as follows:

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Resolution.

2. **Preliminary Plan Approval.** The Preliminary Plan for the Village at Buckhorn Valley, attached as Exhibit B, the Preliminary Plan Engineering, attached as Exhibit C, Storm Water Plan, attached as Exhibit D, are approved with the conditions set forth in this Resolution.

3. **Subdivision Improvement Agreement and Final Plat Approved.** The SIA attached as Exhibit A and the Final Plat attached as Exhibit B are approved with the conditions set forth in this Resolution.

4. **Conditions.** This Resolution, the Preliminary Plan, the Final Plat, and the SIA approvals are conditioned on the following:

- a) The Applicant meets the criteria of Sections 17.16.030(f) and 17.20.050(e).
- b) That as otherwise modified by representations of the applicant in this application, all material representations of the applicant in this application, correspondence and public meetings shall be adhered to and considered conditions of approval, unless otherwise amended by other conditions.

- c) If the actual out-of-pocket costs of the Town in reviewing the application are greater than the amount of the deposit paid by applicant, applicant shall pay the additional out-of-pocket costs incurred by the Town no later than within 30 days of receipt of an invoice.
- d) Record the Final Plat no later than July 22, 2025, following completion of the following requirements:
 - 1) Payment to the Town of the following fees:
 - i. Water dedication fees of \$48,000;
 - ii. Water tap fees of \$19,200;
 - iii. Sewer tap fees of \$28,800;
 - iv. Fire district impact fees of \$22,195.04;
 - 2) Execution of the Covenants and the SIA.
 - 3) Provide Construction Security in the amount of \$1,257,432.00, unless Holy Cross Energy (\$141,086.00) and, or Black Hills Energy (\$29,766.00) are prepaid separately, in which event the Construction Security shall be reduced by the respective amount(s).
 - 4) Address comments on SIA Exhibit B Design Plans and SIA Exhibit C Final Plat and approval of revised documents by Town staff;
 - 5) Address comments on Exhibit C Preliminary Plan Map, Exhibit D Preliminary Plan Engineering, and Exhibit D Storm Water Plan and approval of revised documents by Town staff.
- e) Execution of all off-site easements necessary the storm drainage and delivery of executed easements to the Town prior to recording of the plat or start of construction, whichever occurs first.

5. **Recording of Final Plat.** The Final Plat, attached as Exhibit C to the SIA, attached hereto as Exhibit A, shall be recorded only after all conditions set forth in paragraph 4 herein are satisfied.

6. **Severability.** If any portion of this Resolution is found to be void or ineffective, it shall be deemed severed from this Resolution and the remaining provisions shall remain valid and in full force and effect.

7. **Effective date.** This Resolution shall become effective and be in force immediately upon approval.

Approved and resolved this 22nd day of April 2025, at a regular meeting of the Town Council of the Town of Gypsum, Colorado by a vote of 5 in favor and 0 against.

TOWN OF GYPSUM

EXHIBIT A

BUCKHORN VALLEY PHASE 8 SUBDIVISION IMPROVEMENT AGREEMENT

**SUBDIVISION IMPROVEMENT AGREEMENT
THE VILLAGE AT BUCKHORN VALLEY
(PUD Zoning)**

DATED: April 22nd, 2025

TOWN OF GYPSUM, COLORADO

TABLE OF CONTENTS

1. Definitions..... 1

2. Developer’s Obligations.....4

3. Contractual Obligations.....4

4. Condition of Plat Approval.5

5. Reimbursement to Gypsum.....5

6. Required Improvements.5

7. Design Plans.....6

8. Design Standards.....6

9. Approval of Design Plans.....6

10. Public Improvement Installation Procedure.....7

11. Underground Utilities.....8

12. Construction Site Maintenance.8

13. Construction Security.....8

14. Warranty.....9

15. Water.....10

16. Sewer.....12

17. Roads.....13

18. Fire Districts Impact Fees.....14

19. Recreation Annexation Fee.14

20. Wildlife Mitigation Fees.14

21. Cost Recovery.14

22. Reimbursement by Developer.14

23. Developer’s Breach. 15

24. Wavier of Consequential Damages. 15

25. Waiver of Breach..... 16

26. Specific Performance. 16

27. Assignment. 16

28. Binding Effect. 16

29. Contractors. 16

30. No Third-Party Beneficiaries. 16

31. Additional Documents or Action. 16

32. Notices..... 16

33. Paragraph Captions..... 16

34. Indemnification. 16

35. Entire Agreement. 17

36. Amendment. 17

37. Time is of the Essence..... 17

38. Covenants Running with the Land. 17

39. Severability..... 17

40. Duly Authorized Signatories..... 17

41. Duplicate Originals..... 17

42. Venue and Governing Law..... 17

EXHIBITS

- Exhibit A Legal Description of Property
- Exhibit B Design Plans

Exhibit C	Phase 1 Final Plat
Exhibit D	Phasing Plan
Exhibit E	Cost Estimate of Improvements
Exhibit F	Will Serve Letter from Buckhorn Valley Metro District No. 1

SUBDIVISION IMPROVEMENT AGREEMENT
THE VILLAGE AT BUCKHORN VALLEY PUD
(PUD ZONING)

This Subdivision Improvement Agreement (“Agreement”) is entered into this 22nd day of April, 2025, by and between the TOWN OF GYPSUM, Colorado (“Gypsum”), a home rule municipal corporation organized pursuant to Article XX of the Colorado Constitution and Gypsum’s Home Rule Charter effective October 21, 1982, and BV FIREWHEEL, LLC, a Colorado limited liability company (referred to as “Developer”). Gypsum and Developer are collectively referred to as “Parties,” or occasionally in the singular as “Party.”

Whereas, Developer is the owner of real property described in Exhibit A, attached hereto and incorporated herein (the “Property”), which is located within Gypsum and to be known as the Village at Buckhorn Valley PUD;

Whereas, Developer and Gypsum desire to provide for the orderly development of the Property consistent with the Preliminary Plan (as defined below), and by this Agreement to provide for the construction of improvements and facilities to serve the Property and to mitigate the impact of the Project on Gypsum;

Whereas, Developer desires to complete the Project (as defined below) in phases and consistent with the Preliminary Plan;

Whereas, this Agreement is intended to provide for the phased development of the Project, and the corresponding construction of improvements and facilities for each Phase;

Whereas, Developer has agreed to pay for, at its own cost, the infrastructure improvements needed to serve the Property including but not limited to the water, sewer, and road facilities and related improvements.

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

1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein shall have the following meanings. Any capitalized terms used but not defined herein shall have the meaning set forth in the Annexation Agreement or the Code. These definitions shall be equally applicable to both the singular and the plural forms of the terms so defined.

A. “Agreement” shall mean this Subdivision Improvement Agreement.

B. “Annexation Agreement” shall mean the Annexation Agreement for the Property dated January 11, 2000, and recorded in the real property records of the Eagle County Clerk and Recorder at reception number 724078, and all amendments thereto.

C. “Application” shall mean an application for approval filed under the Code for a development activity including, but not limited to, an application for zoning, subdivision, planned unit development, certificate of occupancy, water or sewer tap or connection, or building permit.

D. “Code” shall mean the Gypsum Municipal Code as in effect on the effective date of this Agreement and as may be amended from time to time.

E. “Construction Security” shall mean a letter of credit, cash or other financial security that is easily convertible into cash in a form acceptable to Gypsum to secure the construction of the Required Improvements.

F. “Design Plans” shall mean plans for the construction, installation, or improvement of the Project or each Phase, including the Required Improvements, together with all subsequently approved updates to those plans, stamped by a professional engineer registered in the State of Colorado, attached as Exhibit B. Design Plans shall also include plans from Holy Cross Electric for the construction of electrical improvements necessary to support the Project.

G. “Developer” shall mean the individuals or entities identified as the Developer in the first paragraph of this Agreement, individually and collectively, and all successors, assigns, heirs and subsequent owners of all or any part of the Property.

H. “Engineer’s Cost Estimate” an estimate of the cost of constructing Required Improvements, which shall include a 10% contingency, prepared on behalf of the Developer and stamped by a professional engineer, registered in the State of Colorado, upon which, among other uses, the amount of Construction Security and Warranty Security shall be based.

I. “Final Plat” shall mean the final plat each Phase of the Project. The Phase 1 Final Plat is attached hereto as Exhibit C. Final Plats for each subsequent Phase shall be attached hereto by amendment as an additional Exhibit C (e.g., the proposed Final Plat for the second Phase shall be attached as Exhibit C-1).

J. “Gypsum” or “Town” shall mean the Town of Gypsum, Colorado.

K. “Phase” or “Phases” shall mean a portion of the Property to be subdivided by a Final Plat, consistent with the Preliminary Plan and Phasing Plan and substantially as shown on the Phasing Plan.

L. “Phase 1” shall mean the first Phase of the Project, anticipated to consist of nine (8) single family homes.

M. “Phasing Plan” shall mean the proposed plan for the Phasing of the Project, of up to five phases, consistent with the Preliminary Plan, attached hereto as Exhibit D. In the event of a conflict between the Phasing Plan and a Final Plat, the Final Plat shall control, and a new proposed Phasing Plan for the Project shall be attached a Exhibit D.

N. “Preliminary Plan” shall mean the Town of Gypsum Second Amendment Preliminary Plan Buckhorn Valley October 2007 approved by the Town Council on December 11, 2007 and the Village at Buckhorn Valley Preliminary Plan approved ~~by the Town Council on December 11, 2007~~ by the Town Council on April 22, 2025. In the event of a conflict between the approved plans, the more restrictive provision shall apply.

O. “Project” shall mean the development of the Property pursuant to the Annexation Agreement, this Agreement, the Preliminary Plan, Final Plat, and Phasing Plan. The Project is anticipated to consist of up to seventy-two (72) single-family residential units.

P. “Property” shall mean the real property that is owned by the Developer and that is the subject of this Agreement containing approximately 8.887 acres, more or less, and described on Exhibit A attached hereto and incorporated herein.

Q. “PUD” shall mean a planned unit development overlay zone approved pursuant to Chapter 18.08 of the Code.

R. “Required Improvements” shall mean all public or private improvements for the Project required pursuant to this Agreement and subsequent amendments, and as a condition of each Final Plat approval. Required Improvements will generally be completed prior to the issuance of a building permit as per Exhibit B the Design Plans, as updated and amended for each Phase.

S. “Special District” means a special district organized pursuant to Article 1, Title 32, C.R.S. to assist with the construction, development, acquisition, financing or maintenance of public Required Improvements.

T. “Subdivision” shall mean subdivision of the Property through the Final Plat.

U. “Submittal Requirements” shall mean that the Application, submittal, or design complies with the requirements of this Agreement, the Code and regulations promulgated thereunder, the Gypsum Public Works Manual, and the Annexation Agreement, and the requirements of the applicable utility or service provider,

if other than Gypsum, and provided further, that all standard fees charged generally by Gypsum are paid unless otherwise agreed to in writing.

V. “Warranty Period” shall mean the period of time commencing on the date of initial written acceptance or approval of Required Improvements and continuing for three (3) years. Should Gypsum, because of weather or otherwise (i) be unable to make proper inspection of the Required Improvements to determine whether any repairs and replacements are necessary prior to the expiration of the Warranty Period; or (ii) fail to provide final written acceptance or approval prior to the expiration of the Warranty Period, then the Warranty Period shall be extended for such time as is reasonably necessary to allow inspection and formal notice of final acceptance or any needed or necessary repairs and replacements. Notwithstanding any other provision of this Agreement to the contrary, should final written acceptance and approval of Required Improvements occur between August 1 and June 1, then the Warranty Period shall be extended to July 31 following the otherwise applicable Warranty Period.

W. “Warranty Security” shall mean a letter of credit, cash or other financial security that is easily converted into cash in a form acceptable to Gypsum to secure Developer’s warranty obligations as regards public Required Improvements.

X. “Zoning” shall mean zoning of the Property.

2. Developer’s Obligations. Developer shall develop the Property and provide the Required Improvements as provided herein and pursuant to the Annexation Agreement, the Final Plats for any portion of the Property, approved Design Plans and the Submittal Requirements in effect at the time of development, all under the regulatory supervision of Gypsum. If any such authorities are in conflict, the terms of this Agreement shall supersede and control over the terms of any other authority, except that a Final Plat shall supersede and control over the terms of this Agreement. This Agreement shall not prevent Gypsum from imposing additional requirements that are not inconsistent with this Agreement as conditions of approval of a Final Plat. All matters not covered by specific agreement shall be controlled by the Code and the Gypsum Public Works Manual.

3. Contractual Obligations. Developer agrees that the provisions and requirements of this Agreement are entered into with full knowledge, free will and without duress. Developer agrees and desires that the agreements contained herein regarding the payment of fees, installation and dedication of Required Improvements and conditions for development approvals, including the incorporation of provisions of the Submittal Requirements, are imposed by contract, independent of the continued validity or invalidity of any of the provisions of the Submittal Requirements. The agreements to pay fees, and construct and dedicate Required Improvements or provide Construction or Warranty Security are reasonable and binding commitments on the part of Developer and closely relate to Developer’s estimates of the extent and timing of impacts to the safety

and welfare of Gypsum and its citizens which are expected to occur from the Project and are in rough proportion both in nature and extent to such impacts.

4. Condition of Plat Approval. The terms of this Agreement are hereby imposed upon all of the Property and any present or subsequent owners of all or a portion of the Property as a condition of approval by Gypsum of the Final Plat for each Phase of the Project, and this Agreement shall be referenced on each Final Plat.

5. Reimbursement to Gypsum. Pursuant to Chapter 3.16 and Sections , 17.04.060, and 21.02.020(1)., of the Code, Developer shall reimburse Gypsum for all costs and expenses incurred by Gypsum in reviewing Applications, preparation of this Agreement and amendments hereto, and other services or reviews requested or provided by Gypsum in connection with the Project, within thirty (30) days of the presentment of a bill therefore. Final action, including withholding building permits or certificates of occupancy, on any pending Application or other matter associated with any portion of the Property, including other phases that at the time are subject to different ownership, may be withheld by Gypsum until outstanding costs and expenses have been reimbursed.

6. Required Improvements.

A. Engineer's Cost Estimate. Except as specifically provided herein or in a Final Plat, the Required Improvements shall be limited to those necessary to serve or mitigate the impacts of developing the Project. The Town, in its sole discretion, may apportion certain Required Improvements to each Phase, or require all Required Improvements for the Project to be constructed at the time of a Final Plat for any Phase, as necessary to serve or mitigate the impacts of the Project. The current Engineer's Cost Estimate for the currently anticipated Required Improvements for Phase 1, as accepted by Gypsum, is attached hereto as Exhibit E and incorporated herein. An updated Engineer's Cost Estimate s for each subsequent Phase shall be attached hereto by amendment as an additional Exhibit E (e.g., the Engineer's Cost Estimate for the second Phase shall be attached as Exhibit E-1).

B. Construction Timing. The Design Plans sets forth the specific on-site and off-site Required Improvements. Prior to Gypsum recording a Final Plat for each Phase, Developer shall provide Construction Security to secure all Required Improvements for such Phase. Notwithstanding the posting of Construction Security, unless otherwise approved by the Town Manager in his sole discretion in writing, the Required Improvements are to be completed prior to building permits being issued. Notwithstanding the issuance of a building permit prior to completion of the Required Improvements, no certificate of occupancy or temporary certificate of occupancy shall be issued until all Required Improvements are completed.

C. Necessary Required Improvements.

i. Unless otherwise provided in a Final Plat, the Required Improvements that must be completed prior to building permits and/or temporary certificates of occupancy or certificates of occupancy being issued, as further set forth, shall include:

(1) Streets and sidewalks with accompanying structures, drainage systems and signs as identified on the Design Plan or as otherwise required by Gypsum as a condition of Final Plat approval. All streets, roads and appurtenant infrastructure, including, but not limited to, street lights, curb, gutter and sidewalk shall be constructed in accordance with the Design Plans.

(2) Domestic water systems and fire hydrants;

(3) Sanitary sewer system;

(4) Survey monuments;

(5) Electricity, natural gas, telephone, cable and fiber;

(6) Storm sewer, storm drainage facilities, subsurface drainage lines, and erosion control, as depicted on the Design Plans;

(7) Erosion control; and

(8) Other.

7. Design Plans. Phase 1 Design Plans and covenants have been reviewed and approved by Gypsum. Developer shall also submit any and all plans not mentioned above which may be reasonably required by Gypsum or any other controlling jurisdiction. The Design Plans for Phase 1 are attached hereto as Exhibit B. Design Plans for each subsequent Phase shall be attached hereto by amendment as an additional Exhibit B (e.g., the Design Plans for the second Phase shall be attached as Exhibit B-1).

8. Design Standards. Any construction related to development of the Project, including all Required Improvements, shall be constructed in accordance with the Submittal Requirements in effect at the time Gypsum gives approval for construction, except as such Submittal Requirements are expressly modified by this Agreement. Should such Submittal Requirements change subsequent to the date of this Agreement, Developer agrees as a matter of contract to abide by such changes for all construction for which Gypsum approved the Design Plans after the date of such changes.

9. Approval of Design Plans. Gypsum has approved the Developer's Phase 1 Design Plan dated April 7th, 2025 from S&M Engineering. In the event any errors or omissions are discovered in the approved Design Plans, or in the event any modifications need to be made for any other reason to the approved Design Plans,

Developer shall submit to Gypsum for approval modified Design Plans stamped by a registered professional engineer. Construction of Required Improvements shall not commence until Gypsum has approved Developer's Design Plans or continue in deviation from approved Design Plans unless Gypsum has approved modified Design Plans.

10. Public Improvement Installation Procedure. The following procedure shall be followed regarding the installation and inspection of all Required Improvements for each Phase:

A. Plan Submission. Developer has submitted and Gypsum has approved stamped and detailed Design Plans shown for Phase 1 in Exhibit B – Design Plans. Design Plans for subsequent Phases are required to be submitted for approval to Gypsum.

B. Pre-Construction Meeting. There shall be an on-site pre-construction meeting between Developer's engineer and construction manager, Gypsum's engineer and construction inspector, foremen from each general contractor and sub-contractor, and Developer's geotechnical engineer for the purpose of establishing appropriate lines of communication and other necessary details of the Project.

C. Geotechnical Engineer. Developer must contract with a registered geotechnical engineer to provide inspection, and testing if required, during the construction process. Copies of all testing must be provided to Gypsum. Developer must provide Gypsum with written verification of compliance with all geotechnical specifications.

D. Notice of Commencement. Developer shall give one (1) week notice to Gypsum in advance of beginning construction of any Required Improvements, describing the type of Required Improvement to be made and the time schedule for construction or installation.

E. Stop Work. If Gypsum determines that construction or installation is not complying with approved plans, Developer shall stop work at Gypsum's direction until corrections are made. Should Developer dispute Gypsum's decision, it may appeal that decision according to the appeals procedure provided by the International Residential Code as adopted by Gypsum.

F. Testing. Developer shall perform testing and allow Gypsum to inspect construction or installation at times and frequencies determined necessary by Gypsum in its sole direction. Construction shall not proceed beyond required inspections or testing unless approved by Gypsum.

G. Failed Tests. Developer shall contact Gypsum upon the failure of any performance testing, and any time problems arise which may prevent construction or installation in accordance with the approved plans.

H. Covering Excavation. No excavation, facility or Required Improvement, including water and sewer service connections, shall be covered until inspected by Gypsum, or until such inspection is waived in writing.

I. Conveyance to Gypsum. Potable water main systems, wastewater main systems, public roads, sidewalks, street signs, streetlights, and storm drainage within public road platforms shall be conveyed to Gypsum by Final Plat dedication, or general warranty deed, or both, and bill of sale, along with underlying land and rights-of-way in fee title or by easement, free and clear of any and all liens and encumbrances. Developer shall, at its sole cost and expense, cause a policy of title insurance to be issued for such conveyances and dedications.

J. Time for Completion. The required time for completion of all Required Improvements shall be two-years (2) years from the recording date of the Final Plat for the respective Phase. When such improvements are not completed within the required time, Gypsum may use the Construction Security to complete the Required Improvements.

11. Underground Utilities. All water mains and subservice stub-outs, storm sewer, sanitary sewer, drainage, electricity, natural gas, telephone, fiber and cable television shall be installed underground and prior to construction of any overlaying street, curb, sidewalk or gutter to prevent unnecessary pavement cuts. In addition, Developer shall provide an AutoCAD drawing of as-built survey of such utilities prepared by a professional land surveyor showing horizontal and vertical locations. Such survey must be completed prior to any back fill and will constitute a condition precedent to the release of any Construction Security.

12. Construction Site Maintenance. During construction, Developer shall use proper dust and erosion control and maintain streets and roads in such a manner that they may be reasonably traveled upon. Gypsum may order construction to cease, or abatement measures to be taken, and Developer shall comply with such order, when Gypsum determines in its sole discretion that dust from construction activities related to the Project is unacceptable. The Construction Security and Warranty Security required for construction of Required Improvements shall be sufficient to include costs associated with revegetation of area destroyed by such construction. Developer may secure construction areas within the Property from the general public during construction, except for necessary local traffic, representatives of Gypsum and other appropriate jurisdictions on official business and emergency service providers.

13. Construction Security.

A. Amount. Construction Security shall be in the amount of one hundred and ten percent (110%) of the Engineer's Cost Estimate for each Phase, submitted by the Developer and approved by Gypsum. The Engineer's Cost Estimate for each Phase shall be updated annually within thirty (30) days of the anniversary date of Gypsum's approval of the Final Plat for the corresponding Phase, taking into consideration the progress of construction, market conditions, costs of materials and labor and other relevant factors. Within sixty (60) days of receipt of the Engineer's Cost Estimate or any update, Gypsum shall, in writing provided to Developer, reject, or accept with conditions and/or modifications, the Engineer's Cost Estimate; or the Engineer's Cost Estimate shall be deemed accepted as submitted. In the event the Engineer's Cost Estimate as approved by Gypsum indicates that the remaining estimated costs of constructing the Required Improvements exceeds the amount of the Construction Security, the Developer shall, within thirty (30) days of written notice from Gypsum, cause the Construction Security to be increased to an amount equal to or greater than the amount specified. Until such additional security is provided, Gypsum may withhold approvals for any application associated with the Project. Gypsum's failure to review or its approval of the Engineer's Cost Estimate shall in no way waive any of Developer's obligations or Gypsum's rights under this Agreement.

B. Release. As Required Improvements are completed in integrated component parts, inspected, approved and (if applicable) conveyed to Gypsum, the Construction Security shall be released in a proportional amount, unless a lesser amount of release is necessary to maintain Construction Security in an amount equal to one hundred ten percent (110%) of the cost to complete the remaining Required Improvements. Amounts to be released may be determined with reference to the Engineer's Cost Estimate approved by Gypsum.

14. Warranty.

A. Scope. For the full Warranty Period after Gypsum's written final acceptance or approval of the Required Improvements for each Phase, Developer shall warrant the construction, installation, and survivability of the Required Improvements and, at Developer's sole cost and expense, make all needed and necessary repairs and replacements due to defective materials, design or workmanship, breach of contract or failure to abide by the Submittal Requirements or Design Plans or other approved plans or standards, but not associated with ordinary and normal wear and tear. If after thirty (30) days from mailing of a written notice to Developer requesting repairs, which thirty (30) days shall be extended for weather conditions preventing such work, Developer shall not have undertaken with due diligence such maintenance or repairs, then Gypsum may make the same at Developer's expense. In case of emergency, as determined in the sole discretion of Gypsum, such thirty (30) day period is waived.

B. Warranty Security. At the time of final acceptance or approval of the Required Improvements, Developer shall post Warranty Security to secure such warranty

obligations. This obligation is separate from the Developer's obligation under this Agreement to post Construction Security; however, the instrument posted to satisfy the Developer's Construction Security obligations may be used to also satisfy the Warranty Security obligation so long as it complies with the terms of this Section. Such Warranty Security shall remain in place and be available to Gypsum through the full Warranty Period and so long thereafter as is reasonably necessary for Gypsum to either determine that no repairs and replacements are necessary or draw on the Warranty Security. The Warranty Security shall be in an amount equal to 15% of the actual costs of the improvements, unless Gypsum determines in writing that a higher amount is necessary or a lower amount is adequate.

C. Repairs Not Reimbursable. Developer shall not be entitled to reimbursement for any repairs or replacements made pursuant to this Section.

D. Warranty Period for Repairs. In the event of any needed and necessary repairs or replacements during the Warranty Period provided for in this section, the Developer's warranty obligations and full Warranty Period shall apply anew to the improvement or component part thereof repaired or replaced commencing the day the repair or replacement is accepted or approved by Gypsum.

15. Water. Gypsum shall provide water utility service to a Phase when Developer has met all of Gypsum's requirements for water service contained in this Agreement and the Code for such Phase.

A. Water Rights Dedication. Developer's water rights dedication requirement for the Property shall be calculated based on the provisions of Chapter 13.02 of the Code. Developer shall pay the full in lieu of water rights fee based on such calculation prior to building permits being issued for any construction. The current in lieu water rights dedication fee is \$12,000.00 per EQR (13.02.100(2)).

i. Estimated EQR Calculation. Gypsum and Developer agree that each lot has an initial estimated EQR of 1 EQR, resulting in a total EQR calculation for Phase 1 of 8.0 EQR (1.0 x 8 lots). Based upon the 8 residential lots contained in the Final Plat Application for Phase 1 and the requirements of the now-existing Town Code, the amount of the Water Rights Dedication Fee due at the time of Final Plat approval for Phase 1 shall be \$48,000 (\$12,000 x 8.0 EQR less 50% reduction for raw water irrigation system). An additional Water Rights Dedication Fee shall be due for each Final Plat. Pursuant to the Code, Section 13.02.100(2) and section 13.02.190, final payment of water right dedication fees is to occur at the time of approval of the Final Plat. One EQR provides water supply for a single-family home up to four bedrooms and 3,000 square feet of enclosed living space, pursuant to the Code, Section 13.02.050.1.C.

ii. Additional EQR Determination and Payment. Any additional water rights dedication fees shall be paid during the building permit stage. At the time of

approval of a building permit, each lot owner shall demonstrate estimated EQRs and any additional EQRs that are required. The lot owner will be assessed in full and shall pay the required additional water rights dedication fee prior to issuance of a building permit. Additional EQRs may only be approved for indoor use. Pursuant to the Code, Gypsum may re-verify actual use at each lot, and retains the discretion to assess appropriate additional water rights dedication fees if the actual use exceeds the estimate in this Agreement.

iii. EQR Limitation. Notwithstanding the above, there shall be no more than 8.0 EQRs allocated to building permits for Phase 1, and 72 EQRs for the Project without Gypsum's approval.

B. Water Tap Fees. Developer shall pay \$2,400, thirty percent of the water service tap fee of \$8,000 per EQR (13.01.80(1)) upon Final Plat approval for Phase 1, as credit toward future water tap fees to be determined at the time of building permit application. The amount of the partial water service tap fee due for the 8.0 EQR at Final Plat for Phase 1 shall be \$19,200 (8.0 EQR x \$2,400). An additional partial Water Tap Fee shall be due for each Final Plat. Lot owners submitting a request for a building permit shall pay the remaining portion of Gypsum's water service tap fee at the time the individual connection is made, based on the water service tap fee charged generally by Gypsum at the time of connection and for the EQR determination made at that time. The current fee for water taps is \$8,000 per EQR. Pursuant to the Code, Gypsum may re-verify actual use at each lot, and retains the discretion to assess appropriate additional water service tap fees if the actual use exceeds the EQRs estimated in this Agreement.

C. Connection Fees. Developer shall pay all costs, materials, labor and fees required to connect water service lines to water main lines, including Gypsum inspection charges.

D. Service Line. All service lines and stub-outs shall be installed by the Developer, at the Developer's cost. No reimbursement shall be allowed, unless otherwise provided herein.

E. Required Improvements. All service lines and other Required Improvements within the Property shall be installed at the sole cost of Developer, without any reimbursement by Gypsum, prior to recording of the Final Plat for Phase 1, unless adequate security approved by Gypsum is posted. Required Improvements for Phase 1 are depicted in Exhibit B attached hereto and incorporated herein. The Required Improvements for subsequent Phases shall be attached hereto by amendment as an additional Exhibit B. All improvements shall be completed and dedicated to Gypsum, except service lines and drainage facilities not located within road platforms.

F. Non-Potable Irrigation System. Developer shall install, at Developer's sole cost and expense, a non-potable irrigation system, connected to and integrated with the Buckhorn Valley Metropolitan District No. 1 raw water system, to

irrigate all residential lawns. The irrigation system shall not be connected to or interconnected in any way with Town supplied municipal water. Developer has provided the Town with a will serve letter from the Buckhorn Valley Metropolitan District No. 1 that evidences Buckhorn Valley Metropolitan District No. 1 has adequate water rights and infrastructure in place to serve the irrigation demands for 1,161 square feet of irrigation for each of the 8 units of Phase 1 during average and dry water years, see Exhibit F. No water delivered from the Town shall be used for irrigation and the Town shall have no responsibility for and makes no warranties or representations as to the adequacy of the irrigation water supplied by Buckhorn Valley Metropolitan District No. 1.

G. Inadequate System Capacity. Gypsum acknowledges there is currently sufficient water system capacity to serve the number of units proposed for the Project. However, use of such system capacity is on a “first come, first serve” basis and may not be available when building permits are requested. For the purpose of this Agreement, insufficient capacity to serve the Property means insufficient water treatment capacity to serve all properties within Gypsum, all areas currently served by Gypsum located within and without Gypsum, and also serve the Property. Gypsum may impose a temporary or permanent moratorium on issuing water taps to serve the Property, should Gypsum determine in its sole subjective discretion that it has insufficient water treatment capacity to serve the Property. Upon any such moratorium, Gypsum shall take reasonable efforts to increase system capacity to serve the Property. Should Gypsum fail to provide water service to the Property when desired, the sole remedy of the Owner shall be to require Gypsum to disconnect the Property from Gypsum and/or obtain a refund of any amounts paid for water right dedication fees and/or water service tap fees paid for any lots affected by the moratorium and/or obtain a reconveyance from the Town of the water rights deeded by Owner to the Town. If Gypsum subsequently provides water service to the Property, all refunded fees and re-conveyed water rights shall be repaid and conveyed to Gypsum as a condition of service.

16. Sewer. Gypsum shall provide sewage utility service to each Phase when Developer has met all of Gypsum’s requirements for sewage service contained in this Agreement and the Code for such Phase.

A. Sewer Tap Fees. Developer shall pay \$3,600, thirty percent (13.03.130(3)) of the sewer service tap fee of \$12,000 per EQR (13.03.130(1)) upon approval of the Final Plat for Phase 1, as credit toward future tap fees determined at the time the building permit is issued. The amount of the partial sewer service tap fee due at Final Plat approval shall be estimated at one (1) EQR per lot, for a total of \$28,800 (8.0 EQR x \$3,600). An additional partial sewer service tap fee shall be due for each Final Plat. Lot owners submitting a building permit application shall pay Gypsum’s remaining sewer service tap fee, at the time that the individual connection is made, based on the sewer tap fee charged generally by Gypsum at the time of connection. The current fee for sewer taps is \$12,000 per EQR. Pursuant to the Code, Gypsum may re-verify actual use at

each lot, and retains the discretion to assess appropriate additional sewer service tap fees if the actual use exceeds the EQRs estimated in this Agreement.

B. Connection Fees. Developer shall pay all costs, materials, labor and fees required to connect sewer service lines to sewer main lines. Developer shall pay sewer connection fees for each connection of a sewer service line at the time of connection, based on the connection fee charged generally by Gypsum at the time of connection.

C. Service Lines. All service lines and stub-outs shall be installed by the Developer, at Developer's cost. No reimbursement shall be allowed, unless otherwise provided herein.

D. Required Improvements. All service lines and other Required Improvements within the Property as depicted on the Design Plans, as amended, shall be installed at the sole cost of Developer, without any reimbursement by Gypsum, unless otherwise provided herein.

E. Storm Water Drainage. All storm water drainage improvements and facilities within the Property as depicted on the Design Plans, as amended, shall be installed at the sole cost of Developer, without any reimbursement by Gypsum, unless otherwise provided herein. All storm water drainage improvements shall be conveyed to and become the property of the individual property owners or, for improvements located within common areas or public areas, to a property owners association and/or a special district. All storm water drainage improvements located within street rights of way or on other property owned by or conveyed to Gypsum by Developer shall be conveyed to and become the property of Gypsum. In the event such improvements owned by individual lot owners or a property owners association and/or a special district are not properly maintained, and Gypsum determines it is necessary to maintain the same, Gypsum may do such maintenance as it deems necessary in its discretion and may charge or assess such amounts against the affected portions of the Property or the entire Property, as it deems equitable, and certify collection thereof to the Eagle County Assessor pursuant to Section 31-20-105, C.R.S., impose a lien on the Property, and/or seek a judgment against the Developer and/or its successors in interest to recover any deficiencies.

F. System Design. Final design for the sewer service system and lines for each Phase shall be provided to Gypsum prior to the issuance of a building permit for the applicable Phase, and shall be subject to review and reasonable approval for conformance with Gypsum's Public Works Manual.

17. Roads. All roads, streets, curbs, gutter, sidewalks, necessary drainage facilities and other Required Improvements within the Property shall be constructed and installed at Developer's cost, without any reimbursement by Gypsum, unless otherwise

provided herein. The roads within the Property are to be dedicated to Gypsum for the use and benefit of the public.

18. Fire Districts Impact Fees. As provided by the Code, Developer shall pay to Gypsum on behalf of the Greater Eagle Fire Protection District all fire district impact fees. The impact fee for Phase 1 shall be due at the time of the Phase 1 Final Plat approval and is currently \$22,195.04 (8 lots x \$2,774.38 per lot). The additional impact fee for each Phase shall be due at the time of approval of the respective Final Plat.

19. Recreation Annexation Fee. Developer shall pay a onetime \$500 per lot recreation fee either at the closing of each initial sale or initial lease of any lot, whichever occurs first.

20. Wildlife Mitigation Fees. The Wildlife Mitigation Fee shall be due and owing each time the Property, or a portion thereof, is sold and a Statement of Lien shall be recorded in the real Property records of Eagle County for purposes of providing additional record notice of such fee. Alternatively, if the Developer retains any portion of the Property for a master lease, an initial \$500 per lot Wildlife Mitigation Fee shall be paid to Gypsum. The Wildlife Mitigation Fee shall be in addition to any other fees and taxes imposed by Gypsum, including Gypsum's real estate transfer tax. The Developer or any future seller agrees to pay an initial wildlife mitigation fee of one tenth of one percent (0.1%) of the sales price from each subsequent sale of any portion of the Property.

21. Cost Recovery. There is no cost recovery anticipated for this Project. However, Developer may receive cost recovery reimbursement as provided herein from third parties. Prior to any reimbursement obligation arising, the Required Improvements for which reimbursement is attributable must be completed and inspected, approved and transferred to Gypsum, and invoices for all construction costs and canceled checks showing payment must be submitted to and accepted by Gypsum. No reimbursement obligation shall arise unless such invoices and canceled checks are provided within twelve (12) months of completion of construction. Reimbursement shall not exceed the approved costs of construction applicable to the excess capacity as determined by Gypsum in the reasonable exercise of its discretion. Reimbursement shall be made from additional impact fees or similar charges collected by Gypsum from third parties for service to areas outside the Property which benefit from the additional transmission capacity. Reimbursement shall not be required from any fees paid more than ten (10) years following the date of this Agreement. Gypsum shall use its best efforts to impose such fees, but shall not be liable for failure to do so. To the extent that such reimbursement may otherwise constitute a multiple fiscal year obligation of Gypsum, it is conditioned on an annual appropriation by Gypsum.

22. Reimbursement by Developer. Should other developers, as a condition to their development approval, install the Required Improvements which are required as a condition of future development approval for the Property, Developer shall pay to Gypsum

or such other developer as directed by Gypsum, Developer's proportionate share of the cost of constructing the Required Improvements, as determined by Gypsum. Such payment shall be made by Developer upon the earliest development approval for the Property from which Developer's proportionate share can be determined.

23. Developer's Breach.

A. Upon breach by Developer, until the breach is otherwise remedied, by the Developer or by Gypsum, Gypsum shall have the right to refuse to approve any Application for any phase of development within the Property and/or disconnect public services by Gypsum. Upon such breach and written order from Gypsum, Developer shall also cease any development activity, including construction pursuant to a previously issued building permit. Any amounts due and owing to Gypsum under this Agreement which are not paid in a timely manner may be certified to the Eagle County Treasurer pursuant to Section 31-20-105, C.R.S., for collection with taxes. Gypsum may also record a lien against the Property and/or seek a judgment against the Developer and/or its successors in interest to recover any deficiencies.

B. In the event that Gypsum determines to draw on the Construction Security or the Warranty Security and determines to perform or contract for the construction of the Required Improvements, and in the event that the amount of such security is inadequate or such security is otherwise not available, then Gypsum is entitled to charge or assess such amounts against the Property and certify collection thereof to the Eagle County Assessor pursuant to Section 31-20-105, C.R.S., impose a lien on the Property, and/or seek a judgment against the Developer and/or its successors in interest to recover any deficiencies.

C. In the event that Gypsum determines to draw on the Construction Security, or Warranty Security, Gypsum shall give notice of any claim that Gypsum may assert against Owner or Developer to the surety thereunder, unless waived in writing by the surety. Gypsum's act of giving such notice, or failure to give notice, shall not be a breach of this agreement and shall not affect the Gypsum's right to seek or pursue any remedy provided for in the performance bond or under any other provisions of this Agreement.

24. Waiver of Consequential Damages. Developer and Owner waive any and all claims against Gypsum, its employees, engineers and attorneys, for consequential damages arising out of or relating to this Agreement, including but not limited to, damages incurred for losses of financing, business and reputation, and for loss of profits including but not limited to loss of profits due to impaired bonding capacity or diminution of credit status, except those reasonably anticipated cost recovery reimbursements arising directly from this Agreement.

25. Waiver of Breach. The waiver by any Party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

26. Specific Performance. In addition to any of the remedies the Parties may have upon the breach of this Agreement by the other Party, the aggrieved Party shall have the right to request a court of proper jurisdiction to enter a mandatory injunction against the other Party requiring specific performance of the terms contained in this Agreement.

27. Assignment. This Agreement may not be assigned or delegated without the written consent of Gypsum, which will not be unreasonably withheld.

28. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, Parties and their respective legal representatives, successors and assigns. This Agreement shall continue upon Subdivision and shall bind Developer and all of Developer's purchasers, lessors, successors and assigns, including subsequent owners of any portion of or lot or parcel within the Property until all provisions are satisfied. Either Party may record this Agreement in the real property records of Eagle County, Colorado.

29. Contractors. Developer shall give notice of the terms of this Agreement in all contracts for construction of the improvements and provide a copy of this Agreement to the contractors.

30. No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries or create a right of cause of action for the enforcement of its terms, in any entity or person not a party to this Agreement.

31. Additional Documents or Action. Parties agree to execute any additional document and to take any additional action necessary to carry out this Agreement.

32. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is intended to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing to the other Party. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

33. Paragraph Captions. The captions of the paragraphs are set forth only for convenience and reference and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

34. Indemnification. Developer shall indemnify, defend and hold Gypsum, and its employees, agents, engineers and attorneys, harmless from and against all costs, claims, damages, judgments, losses and expenses of every nature, including reasonable attorneys' fees, arising at any time from any act or omission of Developer, its employees,

subcontractors and their employees, and all other persons directly or indirectly involved in or performing work for the Developer on the Project. Developer's obligation to indemnify and hold harmless shall include any liability Gypsum may have on account of any change in direction, nature, quality, or quantity of historical drainage flow, resulting from the development of the Property, or from construction of streets and storm sewers within or serving the Property, or damages to any Property within the Project resulting from natural conditions including but not limited to expansive soils, geologic hazard, wildfire hazard or flood hazard, if Developer is established to be negligent.

35. Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes any prior oral or collateral agreements or understandings.

36. Amendment. This Agreement may be amended only by an instrument in writing signed by Parties.

37. Time is of the Essence. All the time limits stated in this Agreement are of the essence of this Agreement.

38. Covenants Running with the Land. All provisions contained in this Agreement touch and concern the Property, constitute covenants running with the land, and shall be binding upon the Owner and each of Owner's successors in interest.

39. Severability. In the event that any of the terms, covenants or conditions of this Agreement or their application shall be held invalid as to any person, entity or circumstance by any court having competent jurisdiction, the remainder of this Agreement and the application in effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be effected thereby.

40. Duly Authorized Signatories. By execution of this Agreement, the undersigned each individually represent that he or she is duly authorized to execute and deliver this Agreement and that the subject Party shall be bound by the signatory's execution of this Agreement.

41. Duplicate Originals. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

42. Venue and Governing Law. Any action arising out of this Agreement shall be brought in the District Court, Eagle County, Colorado. This Agreement shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first above written.

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

PARCEL L2, MOUNTAIN GATEWAY, ACCORDING TO THE PLAT RECORDED
JULY 24, 2018 UNDER RECEPTION NO. 201812537, TOWN OF GYPSUM,
COUNTY OF EAGLE, STATE OF COLORADO.

- Exhibit A -

Parcel L2 Mountain Gateway, according to the Plat thereof recorded July 24th, 2018 under Reception No. 201812537, Town of Gypsum, County of Eagle, State of Colorado and a portion of Parcel 1, Buckhorn Valley PUD – Exemption Plat II, according to the Plat thereof recorded December 26, 2007 under Reception No. 200733479, Town of Gypsum, County of Eagle, State of Colorado, said parcel being more fully described as follows:

Beginning at the northwest corner of said Parcel L2 being a point on the easterly right of way line of Comanche Way thence S 15°25'57" E along the southerly line of Parcel L1–J according to the 8th Amended Final Plat of Mountain Gateway at Buckhorn Valley recorded under Reception No. 202116821 for a distance of 172.12 feet;

Thence S 10°34'48" E along the southerly line of Parcel I according to the 7th Amended Final Plat of Mountain Gateway at Buckhorn Valley recorded under Reception No. 202112347 for a distance of 73.90 feet;

Thence S 62°42'57" E continuing along the south line of said Parcel I for a distance of 82.79 feet;

Thence N 81°30'12" E continuing along the south line of said Parcel I for a distance of 273.27 feet;

Thence S 75°23'38" E along the southerly line of Parcel E–H according to the 6th Amended Final Plat of Mountain Gateway at Buckhorn Valley recorded under Reception No. 202018338 for a distance of 144.21 feet;

Thence N 87°26'51" E continuing along the south line of said Parcel E–H for a distance of 192.37 feet;

Thence N 62°00'19" E along the southerly line of Parcel C–D according to the 5th Amended Final Plat of Mountain Gateway at Buckhorn Valley recorded under Reception No. 201920773 for a distance of 69.19 feet;

Thence N 33°28'17" E continuing along the south line of said Parcel C–D for a distance of 245.86 feet to a point on the westerly line of Tract A of Buckhorn Valley PUD Exemption Plat III according to the plat thereof recorded under Reception No. 201019988;

Thence S 52°07'35" E along the westerly line of said Tract A for a distance of 317.88 feet;

Thence S 64°47'11" E for a distance of 50.01 feet;

Thence 23.48 feet along a non–tangent curve to the left, having a radius of 425.00 feet, a central angle of 03°09'56", the chord of which bears S 23°38'54" W a distance of 23.48 feet;

Thence S 22°04'17" W for a distance of 92.44 feet;

Thence 62.66 feet along a non–tangent curve to the left, having a radius of 175.00 feet, a central angle of 20°30'53", the chord of which bears S 11°48'30" W a distance of 62.32 feet;

Thence S 01°33'03" W for a distance of 61.74 feet;

Note: This Exhibit is not a Land Survey Plat or a Monumented Land Survey.

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004
www.sgm-inc.com

Buckhorn Valley P.U.D.

Job No.	2024-175.002
Drawn by:	MEW
Date:	4/16/2025
Approved:	..
Buckhorn with south side of Blackhawk	

Exhibit Map

Page No.
1
of 4

- Exhibit A -

Thence 109.25 feet along a curve to the right, having a radius of 175.00 feet, a central angle of 35°46'10", the chord of which bears S 19°26'08" W, a distance of 107.49 feet;

thence 471.70 feet along a curve to the right, having a radius of 350.00 feet, a central angle of 77°13'06", the chord of which bears S 75°55'46" W, a distance of 436.80 feet;

Thence 217.96 feet along a curve to the left, having a radius of 975.00 feet, a central angle of 12°48'31", the chord of which bears N 71°51'57" W, a distance of 217.51 feet;

Thence 109.61 feet along a curve to the left, having a radius of 475.00 feet, a central angle of 13°13'19", the chord of which bears N 84°52'52" W, a distance of 109.37 feet;

Thence 459.94 feet along a curve to the right, having a radius of 1650.00 feet, a central angle of 15°58'16", the chord of which bears N 83°30'23" W, a distance of 458.45 feet;

Thence 125.08 feet along a curve to the right, having a radius of 150.00 feet, a central angle of 47°46'40", the chord of which bears N 51°37'55" W, a distance of 121.49 feet;

Thence 83.90 feet along a curve to the left, having a radius of 125.00 feet, a central angle of 38°27'21", the chord of which bears N 46°58'15" W, a distance of 82.33 feet;

Thence N 66°11'56" W for a distance of 156.11 feet;

Thence N 23°48'04" E for a distance of 50.00 feet;

Thence S 66°11'56" E for a distance of 29.08 feet;

Thence 25.92 feet along a curve to the left, having a radius of 16.50 feet, a central angle of 90°00'00", the chord of which bears N 68°48'04" E, a distance of 23.33 feet;

Thence N 23°47'56" E for a distance of 27.65 feet to a point on the southerly line of said Comanche Way;

Thence S 66°11'56" E along the southerly line of said Comanche Way for a distance of 50.00 feet;

Thence along the easterly line of said Comanche Way the following four (4) courses:

1. N 23°48'04" E for a distance of 71.65 feet;
2. 187.19 feet along a curve to the right, having a radius of 475.00 feet, a central angle of 22°34'44", the chord of which bears N 35°05'26" E, a distance of 185.98 feet;
3. N 46°22'48" E for a distance of 73.22 feet;
4. 60.91 feet along a curve to the right, having a radius of 975.00 feet, a central angle of 03°34'46", the chord of which bears N 48°10'11" E, a distance of 60.90 feet to the POINT OF BEGINNING,

Said parcel containing 13.784 acres (600,432.03 square feet), more or less.

Note: This Exhibit is not a Land Survey Plat or a Monumented Land Survey.



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Glenwood Springs, CO 81601
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Buckhorn Valley P.U.D.

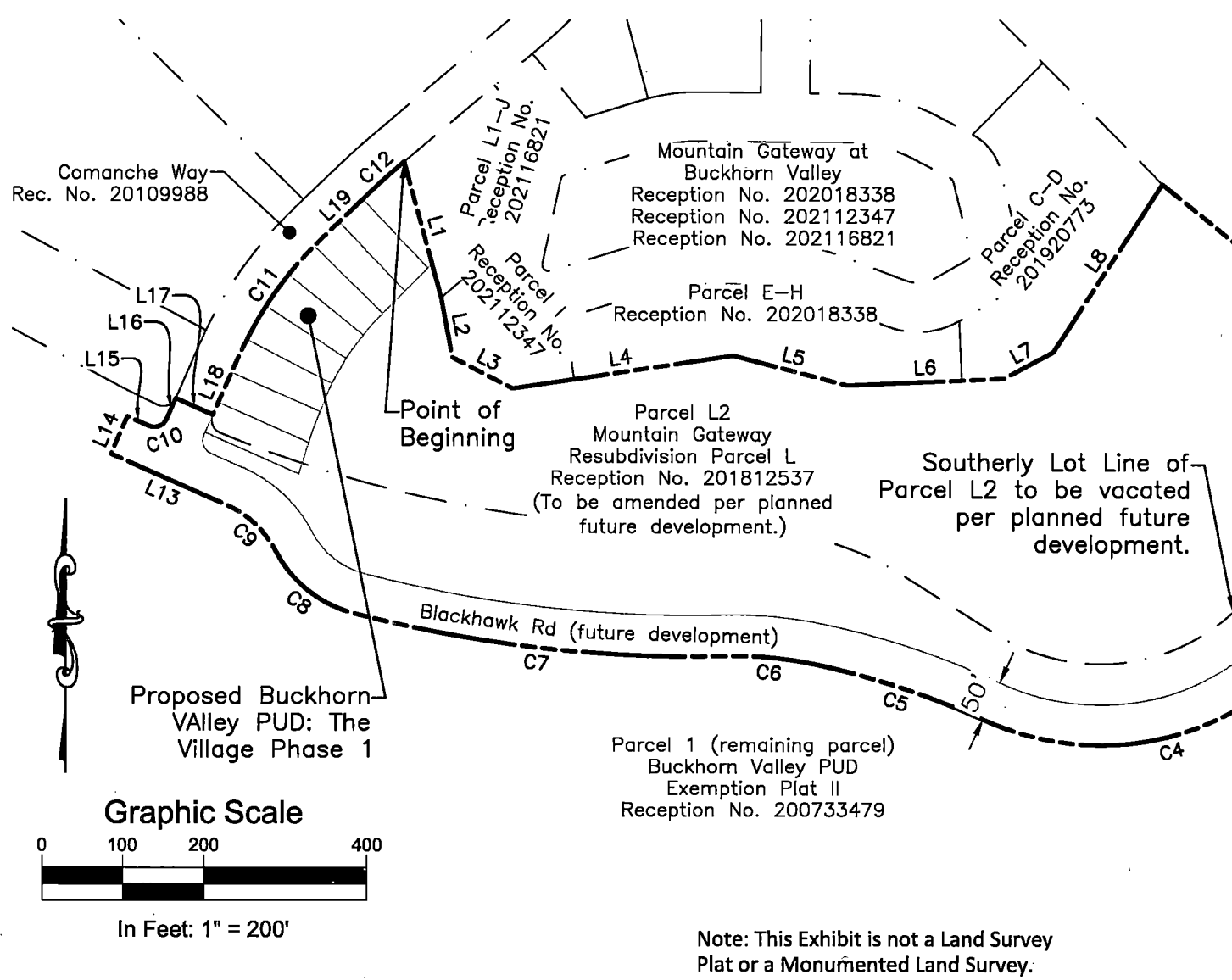
Job No.	2024-175.002
Drawn by:	MEW
Date:	4/16/2025
Approved:	..
File: Buckhorn with south side of Blackhawk	

Exhibit Map

Page No.
2
or 4

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- Exhibit A -



- Exhibit A -

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	23.48'	425.00'	3°09'56"	S23°38'54"W	23.48'
C2	62.66'	175.00'	20°30'53"	S11°48'30"W	62.32'
C3	109.25'	175.00'	35°46'10"	S19°26'08"W	107.49'
C4	471.70'	350.00'	77°13'06"	S75°55'46"W	436.80'
C5	217.96'	975.00'	12°48'31"	N71°51'57"W	217.51'
C6	109.61'	475.00'	13°13'19"	N84°52'52"W	109.37'
C7	459.94'	1650.00'	15°58'16"	N83°30'23"W	458.45'
C8	125.08'	150.00'	47°46'40"	N51°37'55"W	121.49'
C9	83.90'	125.00'	38°27'21"	N46°58'15"W	82.33'
C10	25.92'	16.50'	90°00'00"	N68°48'04"E	23.33'
C11	187.19'	475.00'	22°34'44"	N35°05'26"E	185.98'
C12	60.91'	975.00'	3°34'46"	N48°10'11"E	60.90'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S15°25'57"E	172.12'
L2	S10°34'48"E	73.90'
L3	S62°42'57"E	82.79'
L4	N81°30'12"E	273.27'
L5	S75°23'38"E	144.21'
L6	N87°26'51"E	192.37'
L7	N62°00'19"E	69.19'
L8	N33°28'17"E	245.86'
L9	S52°07'35"E	317.88'
L10	S64°47'11"E	50.01'

LINE TABLE		
LINE #	BEARING	DISTANCE
L11	S22°04'17"W	92.44'
L12	S01°33'03"W	61.74'
L13	N66°11'56"W	156.11'
L14	N23°48'04"E	50.00'
L15	S66°11'56"E	29.08'
L16	N23°47'56"E	27.65'
L17	S66°11'56"E	50.00'
L18	N23°48'04"E	71.65'
L19	N46°22'48"E	73.22'

Note: This Exhibit is not a Land Survey
Plat or a Monumented Land Survey.

REVIEW COPY



Buckhorn Valley P.U.D.

Job No.	2024-175-002
Drawn by:	MEV
Date:	4/16/2025
Approved:	
Fill Buckhorn with south side of Blackhawk	

Exhibit Map

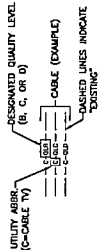
Page No.
4
of 4

EXHIBIT B
DESIGN PLANS

LEGEND

LINE TYPES	SYMBOLS	DESCRIPTION
		OVERHEAD TELEPHONE LINE
		UNDERGROUND TELEPHONE LINE
		LOW PRESSURE GAS LINE
		HIGH PRESSURE GAS LINE
		UNDERGROUND CABLE TELEVISION LINE
		OVERHEAD CABLE TELEVISION LINE
		UNDERGROUND ELECTRICAL LINE
		OVERHEAD ELECTRICAL LINE
		STORM DRAIN LINE
		WATER LINE
		WATER SERVICE LINE
		SANITARY SINKER LINE
		SANITARY SEWER SERVICE LINE
		FIBER OPTIC LINE
		IRRIGATION LINE
		DRAINAGE SWALE FLOWLINE
		BARBED-WIRE FENCE LINE
		CHAIN LINK FENCE
		SALT FENCE
		CULVERT & PIS
		EDGE OF ASPHALT
		EDGE OF CONCRETE
		EDGE OF WATER
		CENTERLINE
		ROCK WALL
		CONTOURS
		RIGHT-OF-WAY
		VEGETATION
		LIMITS OF DISTURBED AREA
		RAILROAD TRACKS
		TOP OF CUT
		TOP OF FILL
		EASEMENT
		ACTIVITY ENVELOPE

SUE UTILITY LINE TYPES WITH "QUALITY LEVELS"



CABLE COMMUNICATION	— 1-6-0 —
TELEPHONE	— 1-4-0 —
FIBER OPTIC	— 1-4-0 —
TRAFFIC COMMUNICATION	— 1-4-0 —
ELECTRIC	— 1-6-0 —
ELECTRIC TRANSMISSION	— 1-4-0 —
GAS	— 1-6-0 —
HIGH PRESSURE GAS	— 1-6-0 —
COMPRESSED AIR	— 1-6-0 —
SANITARY SEWER	— 1-6-0 —
DRAIN LINE (STORM SEWER)	— 1-6-0 —
WATER	— 1-6-0 —
IRRIGATION	— 1-6-0 —
NON-POTABLE WATER	— 1-6-0 —
UNKNOWN UTILITY	— 1-6-0 —

SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		DECIDUOUS TREE
		CONIFEROUS TREE
		MONUMENT MARKER
		CONTROL POINT
		MARKERS (CATV, ELEC, FIBER)
		(TELE, TRAFFIC, UNKNOWN)
		POSTS (CATV, ELEC, FIBER)
		(TELE, TRAFFIC, UNKNOWN)
		MANHOLES (DRAINAGE, ELEC, FIBER)
		(WATER, TRAFFIC, TELEPHONE, UNKNOWN, WATER)
		VAULTS/MANHOLES (CATV, ELEC, FIBER, TELE, TRAFFIC, UNKNOWN)
		ELECTRIC TRANSFORMER
		GAS VALVE
		SANITARY VALVE
		IRRIGATION CONTROL VALVE
		WATER VALVE
		WATER SHUT-OFF VALVE
		FIRE HYDRANT
		VENTS (GAS, WATER, SEWER, AIR, ELEC)
		METERS (GAS, ELECTRIC, WATER)
		GAS WELL
		MONITORING WELL
		WATER WELL
		CLEAN-OUT
		PROPANE TANK (ABOVE GROUND)
		PROPANE TANK (UNDERGROUND)
		HEATING/AIR CONDITIONING UNIT
		WATER SPOUT
		IRRIGATION CONTROL BOX
		IRRIGATION HEADGATE
		IRRIGATION SPRINKLER HEAD
		PVC PIPE
		FLAG POLE
		UTILITY POLE
		CUT WIRE
		STREET LIGHT POLE
		TRAFFIC LIGHT POLE
		FLUO LIGHT
		SIGN
		MAULEX
		BOLLARD
		SOIL BORING LOCATION
		TEST PIT LOCATION
		LARGE ROCK/BOULDER
		T POST
		SATELLITE DISH
		TRANSITION FROM SPILL TO CATCH
		GLITTER
		MINIMUM 4" TOP SOIL OR SPECIFIC
		CHANGE IN SUE LEVEL
		UTILITY POTHOLE LOCATION

ABBREVIATIONS

[illegible]

HATCHING

	UNCOMPACTED SOIL
	FLAGSTONE
	WOOD DECK
	RE-ESTABLISH WATER
	REPAIR/REMOVE ROAD
	GRAVEL SURFACE/TRACK
	CONCRETE SURFACE
	ASPHALT
	ASPHALT MILLING

(PLAN VIEW)

GENERAL REQUIREMENTS

- WORK SHALL MEET STANDARDS SET BY THE PROJECT'S JURISDICTIONS OF AUTHORITY, THIS INCLUDES BUT IS NOT LIMITED TO STATE STANDARDS, SPECIAL DISTRICT STATUTES, CITY/TOWN STANDARDS, COUNTY STANDARDS, AND STATE STANDARDS.
- THE CONTRACTOR SHALL SUBMIT A COPY OF ALL APPLICABLE STANDARDS, CURRENT APPROVED CONSTRUCTION PLANS AND SPECIFICATIONS ON SITE AT ALL TIMES.
- ALL WORK SHALL BE DONE WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER.
- THE DESIGN IS BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN, THIS INCLUDES BUT IS NOT LIMITED TO SITE CONDITIONS, FEATURES AND STRUCTURES, AND TOPOGRAPHICAL INFORMATION. THE ENGINEER DOES NOT WARRANT THAT THE DESIGN OR ANY PART THEREOF WILL BE FREE FROM DEFECTS, OMISSIONS, ERRORS AND/OR VARYING EXISTING PHYSICAL FEATURES AND ELEVATIONS OF THE CONDITIONS TO BE ENCOUNTERED DURING CONSTRUCTION.
- ANY DISCREPANCY WITHIN THESE PLANS SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.
- LIMITS OF CONSTRUCTION SHALL BE 3' BEYOND GRADING LIMITS, BASE OF FILL SLOPES OR TOP OF CURB, SLOPES, AND OTHER DEPENDENT LIMITS. UTILITY INSTALLATION SHALL NOT BEYOND GRADE OR PASSAGE OR RECORD DRAWINGS. THE CONTRACTOR SHALL MAINTAIN AN APPROPRIATE BUFFER ZONE, INCLUDING PAVED AREAS AND MATERIAL OR TOPSOIL STORAGE AREAS.
- THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE AS SHOWN ON THE PLANS. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITION BY THE CONTRACTOR. REPAIR OF LITTER, AND ANY OTHER ACTION WHICH WOULD ALTER EXISTING CONDITIONS.
- WORK INSIDE PUBLIC RIGHT-OF-WAY WILL REQUIRE APPROVAL FROM THE JURISDICTION OF AUTHORITY PRIOR TO CONSTRUCTION. USE OF PRIVATE PROPERTY FOR THE PROJECT OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE PRIOR TO USAGE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY PERFORMING ALL WORK IN ACCORDANCE WITH APPLICABLE OSHA STANDARDS AND REGULATIONS.
- THE ENGINEER, TOWN AND OWNER SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITY. ANY VIOLATION OF ANY APPLICABLE STANDARD, CODE, ORDINANCE, RULE, ORDER, NOTIFICATION, INSPECTION PROTOCOL, SHALL BE PRESENTED AT THAT MEETING.
- ALL PUBLIC AND PRIVATE UTILITY OWNERS SHALL BE NOTIFIED AT LEAST 48 HOURS (OR AS REQUIRED BY UTILITY COMPANIES) PRIOR TO COMPLETION OF WORK ADJACENT TO THE UTILITY.
- ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE OWNER AND THEIR ASSIGNED REPRESENTATIVE. THE OWNER AND THEIR ASSIGNED REPRESENTATIVE RESERVE THE RIGHT TO ACCEPT OR REJECT ANY MATERIALS AND WORKMANSHIP THAT DO NOT CONFORM TO THE PLANS OR SPECIFICATIONS.
- PROJECT ACCEPTANCE TESTING WILL BE PERFORMED BY THE OWNER. CONTRACTOR SHALL PROVIDE 48 HOUR NOTICE FOR TESTING ACCESSIBILITY TO A SURVEYOR. THE CONTRACTOR SHALL PROVIDE PHOTOGRAPHS/VIDEOS TO RESOLVE ANY ISSUES WHICH MAY ARISE REGARDING THE CONDITIONS PRIOR TO AND SUBSEQUENT TO CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE COPIES OF THE PRE-CONSTRUCTION APPRAISAL POTENTIAL PROBLEMS AT THAT TIME.
- PROGRESS AND RETIRED PHOTOGRAPHS/VIDEOS SHALL BE PROVIDED BY THE CONTRACTOR TO RESOLVE DISPUTES AND TO DOCUMENT THE WORK PERFORMED AS A SUPPLEMENT TO THE RECORD DRAWINGS. IN GENERAL, ANY PHOTOGRAPHS/VIDEOS SHOULD BE SUFFICIENT TO SHOW THAT ALL WORK WAS PROPERLY COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.
- GENERAL NOTES: 01-24-2021, 01-27-2021, 01-29-2021, BERRY ENGINEERING & TESTING, GRAND JUNCTION, CO PROJECT NUMBER 0254-7001 DATED NOVEMBER 2, 2022.
- THE CONTRACTOR SHALL PERFORM DEMONSTRATION, BUFFERS, AND OTHER ENVIRONMENTAL ACTIVITIES IN ACCORDANCE WITH APPLICABLE SECTIONS OF THE GEOTECHNICAL SUBSOL STUDY.
- SUBMITTALS SHALL BE PROVIDED FOR ALL MATERIALS TO BE INCORPORATED INTO THE PROJECT. SHOP DRAWINGS SHALL BE PROVIDED FOR ALL ITEMS HAVING DIMENSIONAL REQUIREMENTS. MATERIALS SUBMITTALS AND SHOP DRAWINGS SHALL BE REVIEWED AND APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE WORKMANSHIP OF THE RESPONSIBILITY FOR ADEQUACY, PROPER FIT OR PROPER FUNCTIONING AND PERFORMANCE OF THE WORK.
- THE CONTRACTOR SHALL REVIEW AND APPROVE ALL SHOP AND LAYOUT DRAWINGS, PRODUCT DATA, SAMPLES, INDICATES THAT THEY HAVE VERIFIED ALL MATERIALS AND FIELD ADJUSTMENTS WITH THOSE SHOWN ON THE DRAWINGS. APPROVAL ALSO INDICATES THAT THE CONTRACTOR HAS CORROBORATED INFORMATION CONTAINED IN THE RECORD DRAWINGS AND FIELD ADJUSTMENTS WITH THOSE SHOWN ON THE DRAWINGS.
- NO MATERIALS SHALL BE SUBMITTED FOR THESE PURPOSES UNLESS THE DRAWINGS OR CALLED FOR IN THE SPECIFICATIONS. UNLESS WRITTEN APPROVAL IS OBTAINED FROM THE ENGINEER PRIOR TO RESTRICTION AT THE SITE, ANY DEVIATION FROM THE DRAWINGS AND SPECIFICATIONS SHALL BE ACCOMPANIED BY WRITTEN APPROVAL OF THE ENGINEER.
- THE CONTRACTOR SHALL PROVIDE ALL NECESSARY TEMPORARY FACILITIES FOR THEIR OWN CONVENIENCE GO TO MEET LOCAL, STATE OR FEDERAL REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO, PORTABLE WATER, SANITARY WASTE, TRASH, AND STORAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES, TREES, AND LANDSCAPE OVERLAPPING AND SHALL BE PLACED AWAY FROM FLOW LINES OF STREETS, SWALES, RAIL GARDENS AND ANY FLOW OVERBURDEN. THE COST OF THESE FACILITIES WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR DAILY CLEANING OF THE JOB SITE DURING AND AFTER CONSTRUCTION. FREELY OF ALL RUBBISH, REMOVED VEGETATION, CONSTRUCTION WASTE, EXHAUSTIVE WASTE AND OTHER OBJECTIONABLE MATERIALS DERIVED FROM THE PROJECT. RUBBISH SHALL BE REMOVED IN DISTURBED AREAS PRIOR TO THEIR REMOVAL FROM THE PROJECT SITE.
- FINAL CLEANUP MUST BE APPROVED AND ACCEPTED BY THE OWNER BEFORE THE CONTRACT MAY BE CONSIDERED COMPLETE.
- THE CONTRACTOR SHALL MAINTAIN TWO FULL SETS OF CONTRACT DRAWINGS MARKED UP TO INDICATE THE AS-BUILT CONDITIONS. THE DRAWINGS SHALL BE PROVIDED TO THE OWNER AND THE ENGINEER UPON COMPLETION OF THE PROJECT. THE CONTRACTOR SHALL MAINTAIN TWO FULL SETS OF CONTRACT DRAWINGS MARKED UP TO INDICATE THE AS-BUILT CONDITIONS, VALVES, MANHOLES, AND THE END OF ALL SERVICE LINES.

SURVEY NOTES

- SOURCE OF MAPPING: EXISTING FIELD CONDITIONS WERE GENERATED BY A SURVEY PERFORMED BY CORE HANDE SURVEYING, LLC, ALN, AND FIELD NOTES CONDUCTED BY SUE, GLENNWOOD SPRINGS, CO.
- PROPERTY CONSIDERS: MONUMENTS, BENCHMARKS, SURVEY CONTROL, AND ADDITIONAL SURVEY INFORMATION ARE THE RESPONSIBILITY OF THE CONTRACTOR AND MUST BE RESTORED BY A STATE OF COLORADO LICENSED LAND SURVEYOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING OF BOTH HORIZONTAL AND VERTICAL LAYOUT ON THIS PROJECT. THE CONTRACTOR SHALL COORDINATE WITH THE PROJECT ENGINEER FOR INTERPRETATION AND INFORMATION IN STAKING OF THE PROJECT FOR CONSTRUCTION.
- LOCATIONS OF CLEARINGS, LIGHTS, SIGNALS, JUNCTION BOXES, AND OTHER SIGNIFICANT SITE FEATURES TO BE MAINTAINED OR REMOVED SHALL BE IDENTIFIED BY THE CONTRACTOR AND SHALL BE MARKED WITH 1/2" DIA. GALVANIZED IRON PIPES TO BE NAMED ONE INCH DIAM AT ASPHALT/CONCRETE (OR PAV. LANDSCAPING) TO PROVIDE POSITIVE DRAINAGE TO BE PASSED OVER PAVE FEATURES.
- STAMPED AS-BUILT SURVEYS OF ALL UTILITIES SHALL BE PROVIDED IN PDF AND CAD FORMATS, WITH ALL UTILITIES ACCEPTED BY THE TOWN COUNCIL, PRIOR TO THE START OF CONSTRUCTION. ALL STANDARDS BEFORE THE THREE YEAR WARRANTY PERIOD BEGINS UPON ACCEPTANCE BY THE TOWN COUNCIL.

PERMITS

1. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS TO COMPLETE WORK AND SHALL COMPLY WITH THE PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO BEGINNING THE WORK.
 2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND A CONSTRUCTION STOPWORK PERMIT PRIOR TO THE BEGINNING OF ANY CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION ACTIVITIES, IF ANY.
 3. ANY PUMPING OF WATER MAY REQUIRE A DISCHARGE PERMIT FROM COPIE WATER QUALITY CONTROL, DIVISION AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO BEGINNING THE WORK. WATER FROM THE WORK AREA SHALL BE DISCHARGED FROM THE SITE WITHOUT FURTHER TREATMENT. WATER CONTAINING ELEVATED LEVELS OF SEDIMENT SHALL BE TREATED PRIOR TO DISCHARGE. BEST MANAGEMENT PRACTICES AS DESCRIBED IN THE EROSION CONTROL PLAN SHALL BE FOLLOWED. ANY WASTEWATER AND SEWAGE WILL NOT BE DISCHARGED TO THE WORK AREA. ALL DISCHARGE SHALL BE INCLUDED IN THE WORK.
 4. REFER TO COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE) LOW RISK DISCHARGE GUIDANCE DOCUMENT – DISCHARGE OF UNCONTAMINATED GROUNDWATER TO LAND
<https://www.cdphe.state.co.us/pdfs/000167.pdf>
- ## ACCESS AND PROTECTION REQUIREMENTS
1. PROPERTY OWNER ACCESS SHALL BE MAINTAINED AT ALL TIMES BY THE CONTRACTOR.
 - a. IF TRAFFIC CONTROL IS NECESSARY, THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR APPROVAL BY THE CITY OF DENVER. THE TRAFFIC CONTROL PLAN SHALL INCLUDE METHODS OF HANDLING TRAFFIC (MATHS) APPLICABLE TO THE WORK.
 2. ALL CONSTRUCTION TRAFFIC CONTROL, SOURCE AND ENDPOINT MARKINGS SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION.
 3. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN PEDESTRIAN AND ADA COMPLIANT ACCESS DURING CONSTRUCTION. NO MATERIAL OR EQUIPMENT SHALL BE STORED IN THE PUBLIC RIGHT-OF-WAY OUTSIDE OF APPROVED WORKING HOURS. THE CONTRACTOR SHALL REMOVE ALL EQUIPMENT AND OTHER OBSTRUCTIONS FROM THE PUBLIC RIGHT-OF-WAY AT THE END OF EACH DAY'S WORK AND AT OTHER TIMES WHEN CONSTRUCTION OPERATIONS ARE SUSPENDED FOR ANY REASON.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

ACCESS AND PROTECTION REQUIREMENTS

1. PRIVATE OWNER ACCESS SHALL BE MAINTAINED AT ALL TIMES BY THE CONTRACTOR.
2. IF TRAFFIC CONTROL IS NECESSARY, THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR APPROVAL BY THE DIVISION OF HIGHWAY AND TRANSPORTATION. THE TRAFFIC CONTROL PLAN SHALL INCLUDE METHODS OF HANDLING ALL TRUCKS APPLICABLE TO THE PROJECT. SERVICE AND PASSENGER TRUCKS SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (AUTOTD), LATEST EDITION.
3. THE CONTRACTOR SHALL PROVIDE A MAINSTAY PILESTEIN AND AN OVERLAP ACCESS DURING CONSTRUCTION. NO HIGHWAY OR OVERLAP SHALL BE STOPPED IN THE PUBLIC RIGHT-OF-WAY OF APPROVED WORKING RIGHT-OF-WAY AT THE END OF EACH DAY AND OTHER TIMES WHEN CONSTRUCTION OPERATIONS ARE SUSPENDED FOR ANY REASON.
4. THE CONTRACTOR SHALL PROTECT ALL TREES, BUSHES, AND EXISTING IMPROVEMENTS INSIDE AND OUTSIDE THE LIMITS OF WORK SET OUT FOR REMOVAL OR REPLACEMENT.
5. TREES AND VEGETATION SHALL BE PROTECTED WITH INSTALLATION OF CONSTRUCTION FENCING AT DIRT LINE OF TREES AND PLANTS NEAR THE WORK ZONE. HAND EXAMINATION REQUIRED AT ROOT ZONES WHERE PROPOSED REMOVAL AND DAMAGED SHALL BE REPLACED AT THE CONTRACTOR'S COST.
6. THE CONTRACTOR SHALL STAKES OR REPLACE ALL AFFECTED OR DAMAGED LANDSCAPING, INCLUDING IRRIGATION, WITH SIMILAR MATERIALS AND PLANTS. SOIL SHALL BE USED TO REPLACE LAWN.
7. THE CONTRACTOR SHALL PROTECT THE EXISTING BRIDGE STRUCTURES AND RELOCATE ANY RUNOFF AS NECESSARY DURING CONSTRUCTION ACTIVITIES TO PREVENT EROSION AND DAMAGE.
8. ALL EXISTING UTILITIES, EITHER UNDERGROUND OR OVERHEAD, SHALL BE MAINTAINED IN CONTINUOUS SERVICE DURING CONSTRUCTION. ANY INTERRUPTION OF SERVICES CAUSED BY THIS CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
9. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR ANY DAMAGE TO EXISTING UTILITIES CAUSED BY THIS CONSTRUCTION.

TEMPORARY EROSION CONTROLS MEASURES

1. THE CONTRACTOR SHALL UPHELD EROSION CONTROL MEASURES (A.K.A. BEST MANAGEMENT PRACTICES OR BMPs) TO CONTROL EROSION AND SEDIMENTATION DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF ALL EROSION CONTROL MEASURES.
2. THE CONTRACTOR SHALL INSTALL EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO ANY SITE GRADING OR BULK STORAGE OF MATERIALS. EROSION CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION OF WETLANDS, EXISTING HABITAT, AND EXISTING VEGETATION FROM GROUND DISTURBANCE AND OTHER POLLUTANT SOURCES BEFORE CONSTRUCTION BEGINS.
3. THE CONTRACTOR SHALL MAINTAIN THE CONSTRUCTION SITE, INCLUDING ALL BMP'S, STORAGE CONTAINERS, AND EROSION CONTROL MEASURES, TO PREVENT EROSION AND SEDIMENTATION FROM CAUSING SURFACE EROSION. EVENT OR SHOW MIGHT THAT MAY CAUSE SURFACE EROSION.
4. THE CONTRACTOR SHALL KEEP A RECORD OF ALL INSPECTIONS ONSITE AND AVAILABLE FOR REVIEW. INSPECTION REPORTS MUST IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE CONSTRUCTION STAKEHOLDER PERMIT.
5. THE CONTRACTOR SHALL MAINTAIN RECORDS, INCLUDING RECORDS OF COLLECTED SEDIMENT, WHICH SET IDENTITY IS 50 PERCENT ON MORE OF THE EFFECTIVE HEIGHT OF THE EROSION CONTROL DEVICE. DAMAGES RESULTING FROM FAILURE TO MAINTAIN CONTROL MEASURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
6. THE STORMWATER MANAGEMENT PLAN SHALL BE UPDATED TO REFLECT NEW OR REVISED CONTROL MEASURES DUE TO THE CHANGES MADE WHILE FOLLOWING THE CHANGES IN CONTROL MEASURES.
7. VEHICLE TRACKING PADS SHALL BE USED AT ALL VEHICLE AND EQUIPMENT DROP POINTS FROM THE SITE TO PREVENT SEDIMENT CARRYING THE LIMITS OF CONSTRUCTION OF THE PROJECT SITE. WHENEVER SEDIMENT COLLECTS ON THE SHEDDING, THE CONTRACTOR SHALL MAINTAIN THE TRACKING PADS AND SHALL BE RESPONSIBLE FOR REMOVING THE SEDIMENT. SHEETING OR WELDING SHEETS SHALL BE COMPLETED WITH A PICKUP GROOV ON EQUIPMENT CAPABLE OF COLLECTING SEDIMENT. STREET WASHING WILL NOT BE ALLOWED.
8. ERODIBLE STOCKPILES (INCLUDING TOPSOIL) SHALL BE COVERED WITH ACCEPTABLE CONTROL MEASURES AT THE SIDE OF THE STORMWATER THROUGHOUT CONSTRUCTION. STOCKPILES THAT ARE INACTIVE FOR MORE THAN 14 DAYS SHALL BE COVERED WITH ACCEPTABLE CONTROL MEASURES. STOCKPILES WHICH ARE ACTIVE, UNLESS FENCED, SHALL BE COVERED WITH ACCEPTABLE CONTROL MEASURES.
9. PERMANENT STABILIZATION REQUIREMENTS SHALL BE COMPLETED WITHIN A DAYS OF PLACING OF THE TOPSOIL. PERMANENT STABILIZATION IS THE COVERING OF DISTURBED AREAS WITH TOPSOIL, SEEDING, MULCHING WITH MULCH, OR SPRAYING MULCH BLANKET.
10. BULK STORAGE STRUCTURES FOR PETROLEUM PRODUCTS AND ANY OTHER CHIMICALS SHALL HAVE SECONDARY CONTAINMENT OR EQUIVALENT PROTECTION TO CONTAIN POTENTIAL SPILLS.
11. A CONSTRUCTED CONCRETE WALLOUT OR PREFABRICATED CONCRETE WALLOUT STRUCTURE THAT WILL CONTAIN WASHOUT FROM CONCRETE WALLOUT, CONSTRUCTION EQUIPMENT CLEANING OPERATIONS AND RESIDUE FROM CUTTING, CORING, GRINDING, AND MICROGRINDING MUST BE PROVIDED AND MAINTAINED.
12. ALL DRAINAGE STRUCTURES ARE TO BE PROTECTED BY EROSION AND SEDIMENT CONTROL MEASURES.
13. DUST MITIGATION SHALL BE PROVIDED BY THE CONTRACTOR AS NECESSARY. WATER SHALL BE USED AS A DUST MITIGATION MEASURE. DUST MITIGATION SHALL BE COMPLETED WITHIN 24 HOURS OF THE OCCURRENCE OF DUST. CONSTRUCTION WILL BE DIRECTED BY THE AFFECTED JURISDICTIONS AND PERFORMED AS NECESSARY BY THE CONTRACTOR.
14. FUGITIVE DUST OR MUD MAY BE CAUSE FOR TOWN TO SHUT DOWN THE PROJECT UNTIL CLEAN OCCURS AND/OR

ASPHALT PAVING

1. A TACK COAT OF EMULSIFIED ASPHALT (SLOW-SETTING) SHALL BE APPLIED AT THE FOLLOWING LOCATIONS:
 - 1.1. BEFORE PLACING NEW PAVEMENT OVER EXISTING PAVEMENT
 - 1.2. BETWEEN PAVEMENT OVERLAPPING AND JOINTS
 - 1.3. BETWEEN PAVEMENT OVERLAPPING AND ALL SURFACES AGAINST WHICH ASPHALT IS TO BE PLACED
2. PREPARED BASE COURSES SHALL BE TACK COATED AT CONTRACTOR'S EXPENSE IF THE SURFACE WAS NOT TACK COATED BY THE PREVIOUS CONTRACTOR. THE TACK COATING SHALL BE APPLIED TO THE ENTIRE SURFACE OF THE BASE COURSE IMMEDIATELY AFTER THE UNDERLAY IS PLACED.
3. DILUTED EMULSIFIED ASPHALT FOR TACK COAT SHALL CONSIST OF 1 PART EMULSIFIED ASPHALT (SLOW-SETTING) AND 1 PART WATER. APPLICATION RATE SHALL BE 0.1 GALS/SQ.YD.
4. BEFORE PLACEMENT OF THE TACK COAT, THE CONTRACTOR SHALL CLEAN THE SURFACES TO BE TACK COATED. ALL SURFACES TO BE TACK COATED SHALL BE FREE OF ALL OIL, GREASE, AND DIRT. THE TACK COATING SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.
5. THE FOLLOWING SHALL BE USED WITH EACH BITUMINOUS PAVEMENT:
 - 4.1.A SNI-TYPE DEVICE AT LEAST 30 FEET IN LENGTH,
 - 4.2.SHORT SNI OR SHOULDER

CONCRETE CONSTRUCTION

3. CONCRETE FOR SIDEWALKS, DRIVEWAYS, CURBS AND GUTTERS SHALL BE COT CLASS 3 OR 4, APPROVED AGGREGATE AND ADMIXTURE REQUIRED.
4. JOINT OVERLAPS AND JOINTS BETWEEN EXPANSION JOINTS SHALL BE INSTALLED WITH GROUTING, EXTERIOR CONCRETE OR FIBER STRUCTURE. EXPANSION JOINT MATERIAL SHALL BE 1/2 IN. THICK AND SHALL EXCEED THE FULL DEPTH OF CONTACT SURFACE. CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO PLACEMENT OF FLANKWOP OF SITE CONDITIONS OR DISCREPANCIES WHICH PREVENT REQUIRED GRADES FROM BEING ACHIEVED.
5. ALL RUMPS, STAIRS, EDGE PROTECTION, AND PAULINGS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CURRENT ADA STANDARDS. ACCESSIBLE RAMP SLOPES SHALL CONFORM TO THE COT 301-A STANDARDS (SEE DETAIL W-608-1, ETC.). RECONSTRUCTION OF CURBS, SIDEWALKS, DRIVEWAYS, AND PAULINGS SHALL BE CONSTRUCTED TO CONFORM TO THE REQUIREMENTS OF THE CURB, SIDEWALK, DRIVEWAY, AND PAULING STANDARDS.
6. THE EXISTING AND PROPOSED ELEVATIONS OF FLANKWOP, SIDEWALKS, CURBS, THURSDAYS, PARKING, ETC. AS SHOWN ON THE PLANS SHALL BE BASED ON EXTRAPOLATION OF FIELD SURVEY DATA EXISTING CONDITIONS, AND DATA PROVIDED BY OTHERS AT CRITICAL AREAS AND SITE FEATURES. CONTRACTOR SHALL HAVE FORMWORK INSPECTED AND APPROVED BY THE ENGINEER PRIOR TO PLACEMENT OF CONCRETE. CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING, AS APPROVED, TO PROPOSED GRADES, NOTED, ETC. MAY BE REQUIRED TO PREVENT PONDING OR SLURPS NOT IN CONFORMANCE WITH THE INTERNATIONAL STANDARDS. ALL FLANKWOP MUST PREVENT PONDING AND SLURPS. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE PROPOSED DRAINAGE FEATURES AND CONVEYANCES. ALL DRAINAGE AND WALKS TOWARDS THE PROPOSED INTERSECTION SHALL BE CONSTRUCTED TO PREVENT PONDING AND SLURPS.

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EARTHWORK

1. TOPSOIL IS TO BE STRIPPED PRIOR TO COMMENCING ROCK GRADING. STRIPPED TOPSOIL GENERATED ONSITE DURING THE STRIPPING OPERATION SHALL BE STOCKPILED IN A DESIGNATED AREA OF THE PROJECT SITE. TOPSOIL SHALL BE REINSTALLED AND COMPACTED TO ITS ORIGINAL DEPTH AND COMPOSITION. TOPSOIL STOCKPILES SHALL BE COVERED TO PREVENT EROSION AND WEATHERING. TOPSOIL SHALL BE REINSTALLED AND COMPACTED TO ITS ORIGINAL DEPTH AND COMPOSITION. TOPSOIL STOCKPILES SHALL BE COVERED TO PREVENT EROSION AND WEATHERING.
2. ANY OPEN EXCAVATION LEFT UNATTENDED SHALL BE BARRICADED OR FENCED OFF BY THE CONTRACTOR.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.
4. IF GROUNDWATER IS ENCOUNTERED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROCEEDING WITH WORK IN AREA OF GROUNDWATER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROCEEDING WITH WORK IN AREA OF GROUNDWATER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROCEEDING WITH WORK IN AREA OF GROUNDWATER.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.
6. ONSITE WASTE MATERIAL CAN BE USED FOR STRUCTURAL BACKFILL IF APPROVED BY THE GEOTECHNICAL ENGINEER. ONSITE WASTE MATERIAL CAN BE USED FOR STRUCTURAL BACKFILL IF APPROVED BY THE GEOTECHNICAL ENGINEER.
7. HAZARDOUS COMPONENTS IN EXCESS OF THE THRESHOLD CONCENTRATIONS ESTABLISHED BY THE EPA SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR AS PART OF THE WORK.
8. ALL MATERIALS REQUIRING COMPACTION MUST MEET APPLICABLE MOOT ENHANCEMENT OR STRUCTURAL BACKFILL STANDARDS.
9. THE SUBGRADE, UNLESS OTHERWISE DIRECTED BY GEOTECHNICAL RECOMMENDATIONS, EXISTING SUBGRADE MATERIALS SHALL BE PROOF ROLLED AND APPROVED BY THE ENGINEER PRIOR TO THE PLACEMENT OF ANY SUBSEQUENT STRUCTURAL LAYER. AREAS THAT DEFLECT UNDER HEAVY WHEEL LOADS AS DETERMINED BY THE ENGINEER SHALL BE REWORKED. AREAS THAT DEFLECT UNDER HEAVY WHEEL LOADS AS DETERMINED BY THE ENGINEER SHALL BE REWORKED.
10. WATER FOR COMPACTION WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.
11. MOISTURE DENSITY CONTROL WILL BE REQUIRED FOR FULL DEPTH OF ENHANCEMENTS AND AGGREGATE BASE COURSE IN PAVED AREAS.
12. EXISTING UTILITIES SHALL BE MARKED FROM ALL STRUCTURES IN ALL DIRECTIONS A MINIMUM OF 6 INCHES IN THE FIRST 10' OR 3 INCHES IN THE FIRST 10' IN PAVED OR CONCRETE AREAS, ON AS DIRECTED IN THE GEOTECHNICAL REPORT.

DEMOLITION AND REMOVALS

1. ALL STRUCTURES TO BE DEMOLISHED SHALL BE DEMOLISHED IN ACCORDANCE WITH THE FOLLOWING: ALL STRUCTURES TO BE DEMOLISHED SHALL BE DEMOLISHED IN ACCORDANCE WITH THE FOLLOWING:
2. DEMOLITION SHALL BE COMPLETED PRIOR TO THE START OF NEW CONSTRUCTION. DEMOLITION SHALL BE COMPLETED PRIOR TO THE START OF NEW CONSTRUCTION.
3. ALL MATERIALS REMOVED SHALL BE RECYCLED OR REUSED. ALL MATERIALS REMOVED SHALL BE RECYCLED OR REUSED.

REVEGETATION

1. DISTURBED AREAS SHALL BE REVEGETATED.
2. DISTURBED AREAS SHALL BE REVEGETATED WITH PLANTS AND SOILS THAT ARE SIMILAR TO THE ORIGINAL PLANTS AND SOILS.
3. SOIL RETENTION BLANKETS SHALL BE INSTALLED ON SLOPES STEEPER THAN 2:1H:1V.
4. RESEED DISTURBED AREAS ACCORDING TO THE SEED MIX AND APPLICATION RATE SPECIFIED IN THE LANDSCAPING PLAN, PREPARED BY OTHERS, OR APPROVED MIX.
5. SEEDING MATERIAL TO BE USED FOR REVEGETATION:

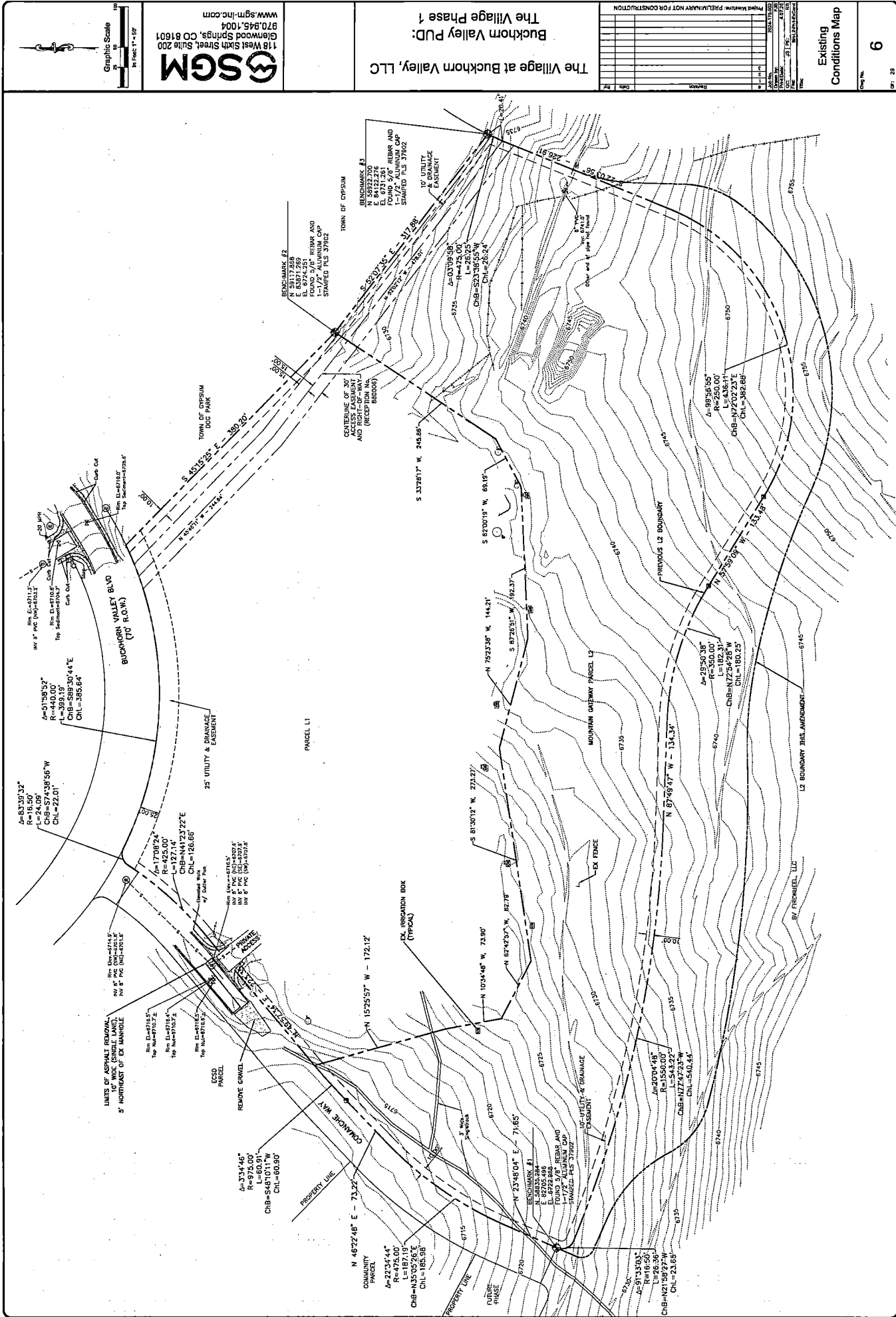
APPLICATION RATE: 25 LBS. PLS PER ACRE				
COMMON NAME	BOTANICAL NAME	%	LBS. PLS PER ACRE	
INDIAN RICEGRASS	ORYZOPSIS HYMNOIDES	17%	4.3	
DAHO FESCUE	FESTUCA DAWSONIS	17%	4.3	
HAIRBERRUSH	CHRISTOTHAMNUS	10%	2.5	
BEADLESS BLUEBUNCH	PSEUDOREGNERA SPICATA	10%	2.5	
BLUEBUNCH WHEATGRASS	PSEUDOREGNERA SPICATA	10%	2.5	
WESTERN WHEATGRASS	PASOPHYLLUM SMITHII	10%	2.5	
BUSH WILDOBE	LEPNUS CHREUS	5%	1.3	
MOUNTAIN SAGE	ARTEMISA TRIDENTATA	5%	1.3	
SANDBERG'S BLUEGRASS	POLY SECUNDA	5%	1.3	
SIDE-OATS GRAMA	BOULELOUS CURUPENDULA	4%	1.0	
HEDDLE AND THREAD	STIPA COMATA	2%	0.5	
BLUE GRAMA	BOULELOUS GRACILIS	2%	0.5	
DALLIDA	HILARIA JAMESII	2%	0.5	

DRAWING DISCLAIMER

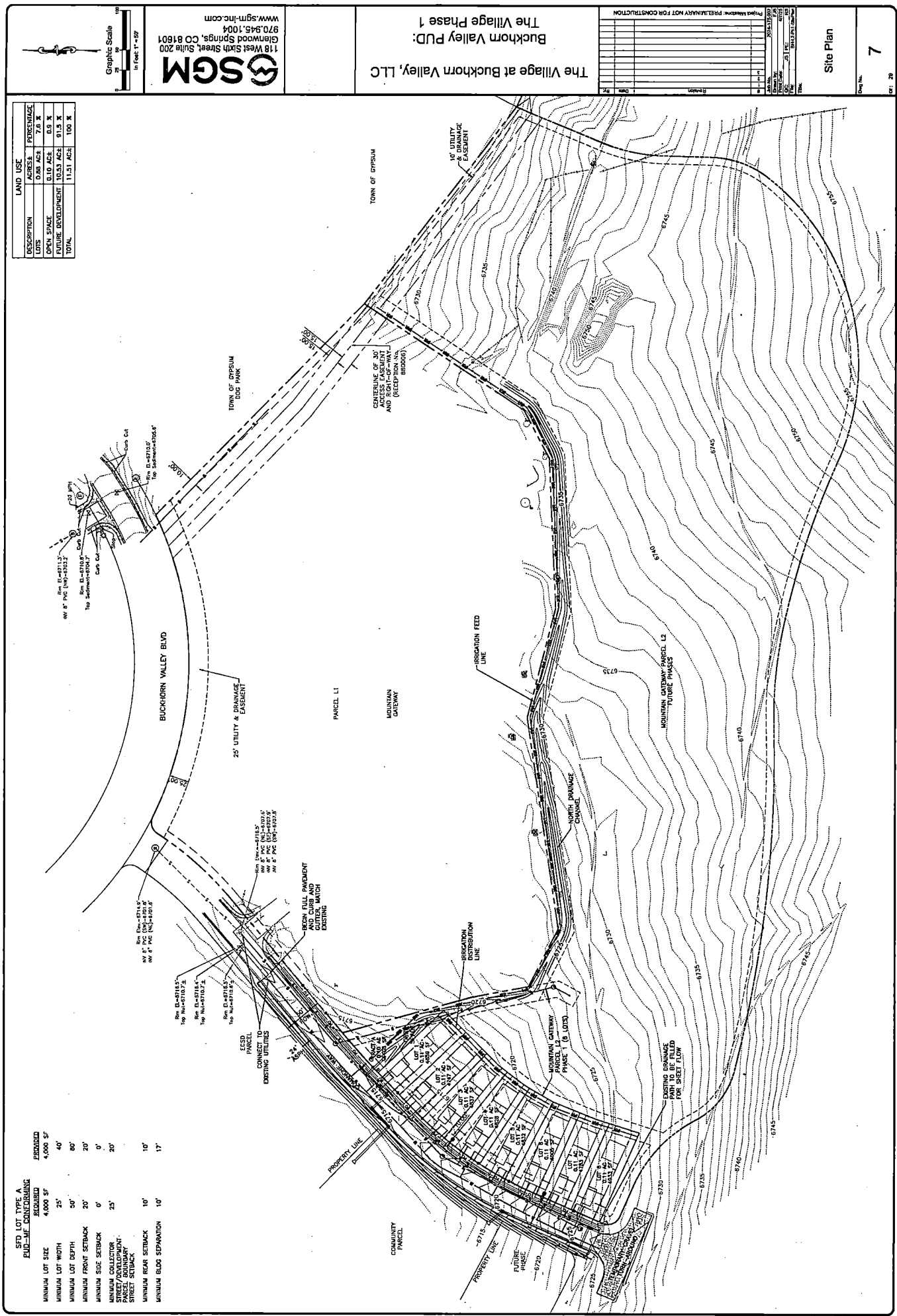
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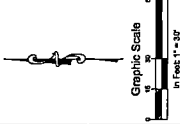
118 West Sixth Street, Suite 200, Glenwood Springs, CO 81601

Job No.	2024-175.003
Drawn by	P-30
Print Date	4/07/23
QC	JS
P/nc	BU443-011-UtilityCompas Es
Title	

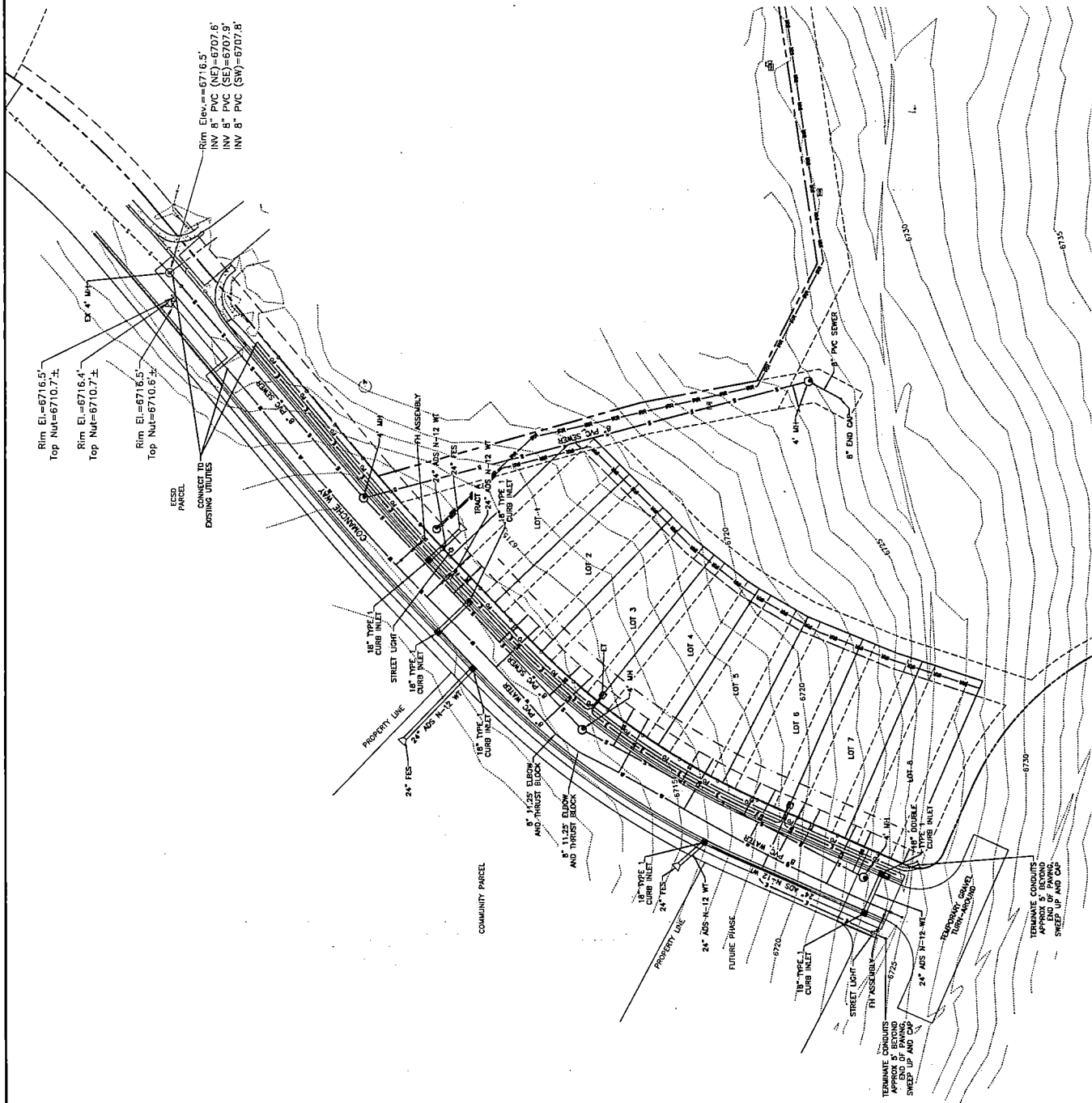
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The Village at Buckhorn Valley, LLC
Buckhorn Valley PUD:
The Village Phase 1

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UTILITY VENDORS		
UTILITY	VENDOR	
SANITARY SEWER	TOWN OF OPAHUS	
DOMESTIC WATER	TOWN OF OPAHUS	
GAS	BLACK HILLS ENERGY	
ELECTRIC	HAY CROSS ELECTRIC	
TELEPHONE	COMCAST AND LUNEN	
INTERNET	COMCAST AND LUNEN	
DRAINAGE	BUCKHORN VALLEY METROPOLITAN DISTRICT NO. 1	
IRRIGATION	BUCKHORN VALLEY METROPOLITAN DISTRICT NO. 1	

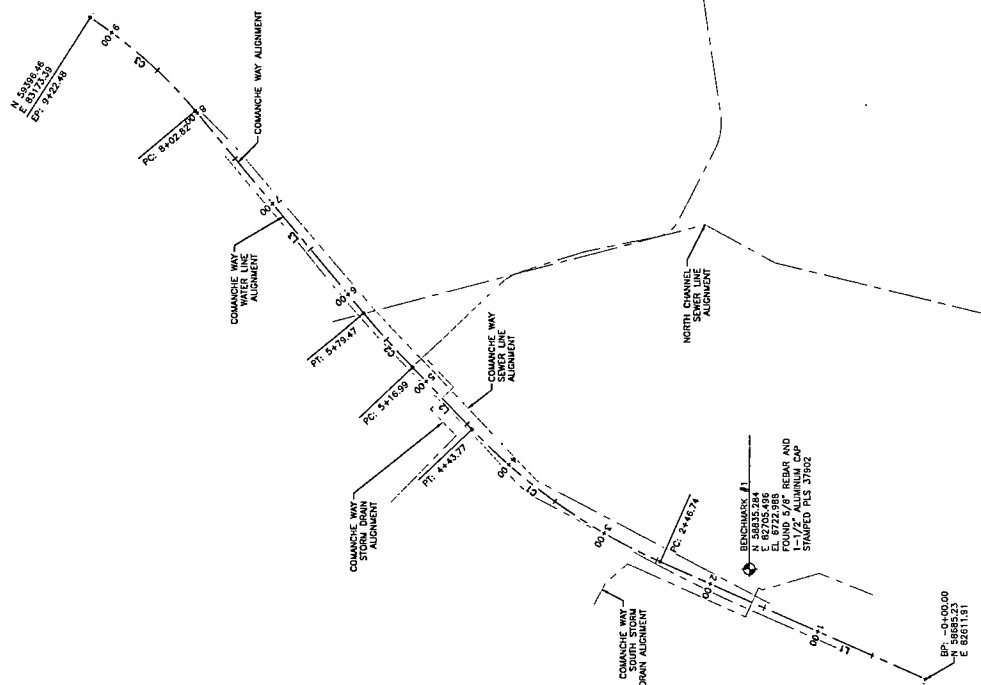
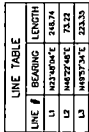
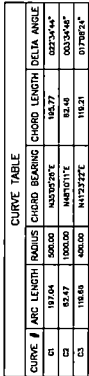
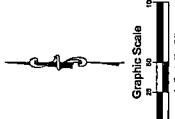


Roadway
Geometry Plan

Job No.	2014-178-000	Project Meeting: PRELIMINARY NOT FOR CONSTRUCTION
Drawn By:	6.07.27	
Project Details:	2014-178	
Rev:	001	
File No:	2014-178-000	
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The Village at Buckhorn Valley, LLC
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BENCHMARK #3
N 58922.700
E 84122.276
ELEV 6731.261
FOUND 5/8" REBAR AND
1-1/2" ALUMINUM CAP
STAMPED PLS. 37402

BENCHMARK #2
N 59117.868
E 83871.269
EL 6724.251
FOUND 5/8" REBAR AND
1-1/2" ALUMINUM CAP
STAMPED PLS 37902

— NORTH CHANNEL ALIGNMENT

NORTH CHANNEL -

BENCHMARK #1
N 58835.284
E 82705.496
EL 6722.988
FOUND 5/8" REBAR AND
1-1/2" ALUMINUM CAP
STAMPED DIS 3760?


BP: -0+00.00
N 58685.23
E 82611.91

Sewer Line Geometry Plan

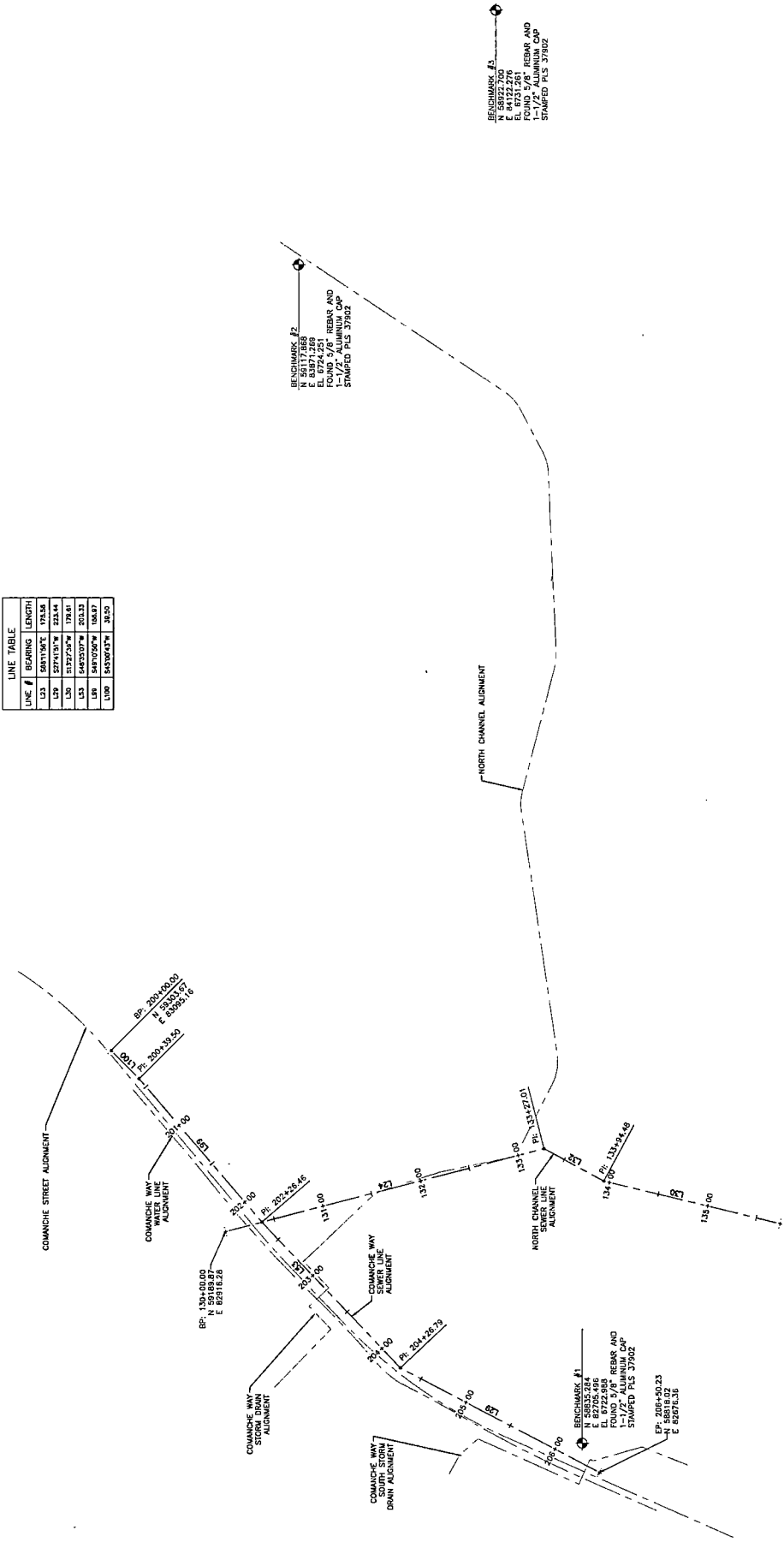
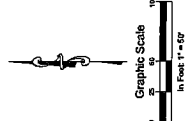
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Drawn by		
Print Date:	4.07.22	W
QC:	J3	PL:
File	09-11-2-1m1-Cascomedy-2	

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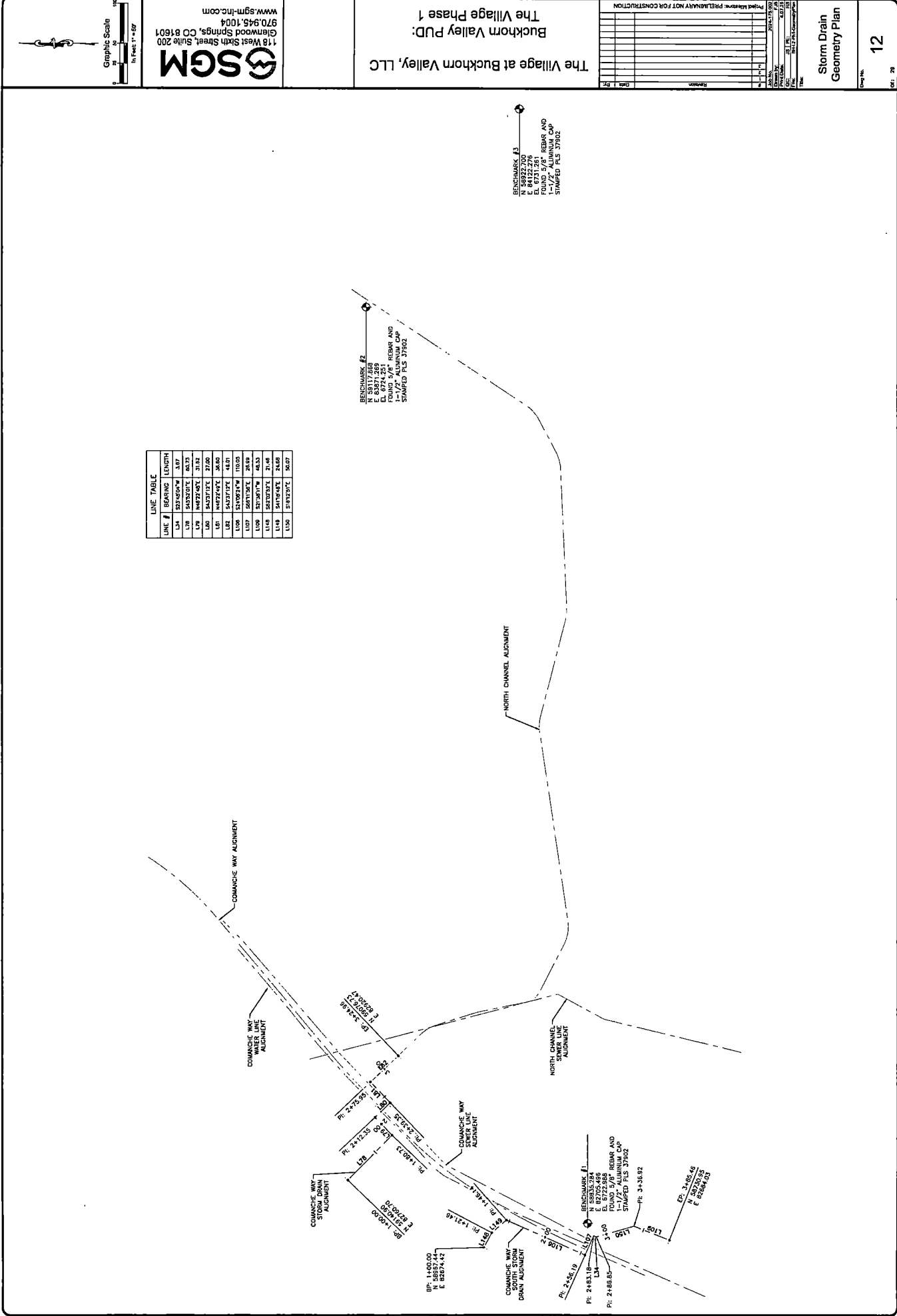


LINE TABLE		
LINE #	BEARING	LENGTH
L23	S68°11'56"E	175.58
L29	S27°41'31"W	223.44
L30	S152°7'39"W	178.61
L53	S48°35'07"W	202.33
L98	S49°10'50"W	166.87
L100	S45°00'43"W	30.50

BENCHMARK #3
N 58922.700
E 84122.276
EL 8731.261
FOUND 5/8" REBAR AND
1-1/2" ALUMINUM CAP
STAMPED PLS 379D2

BENCHMARK #1
N 58635.284
E 82705.496
EL 6722.988
FOUND 5/8" REBAR AND
1-1/2" ALUMINUM CAP
STAMPED PLS 37902
EP: 208+50.23

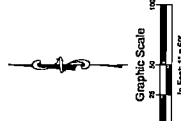
202505649



LINE TABLE		
LINE #	BEARING	LENGTH
L34	S23°40'46"W	3.67
L36	S43°52'01"E	66.75
L38	N46°22'46"E	31.62
L40	S43°37'17"E	27.00
L41	N46°22'46"E	36.60
L42	S43°37'17"E	44.01
L43	S21°02'24"W	110.03
L44	S61°13'07"E	26.00
L45	S70°11'19"E	65.50
L46	S62°02'12"E	85.50
L48	S41°02'40"E	24.68
L50	S70°12'07"E	50.07

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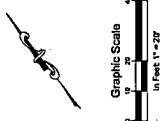
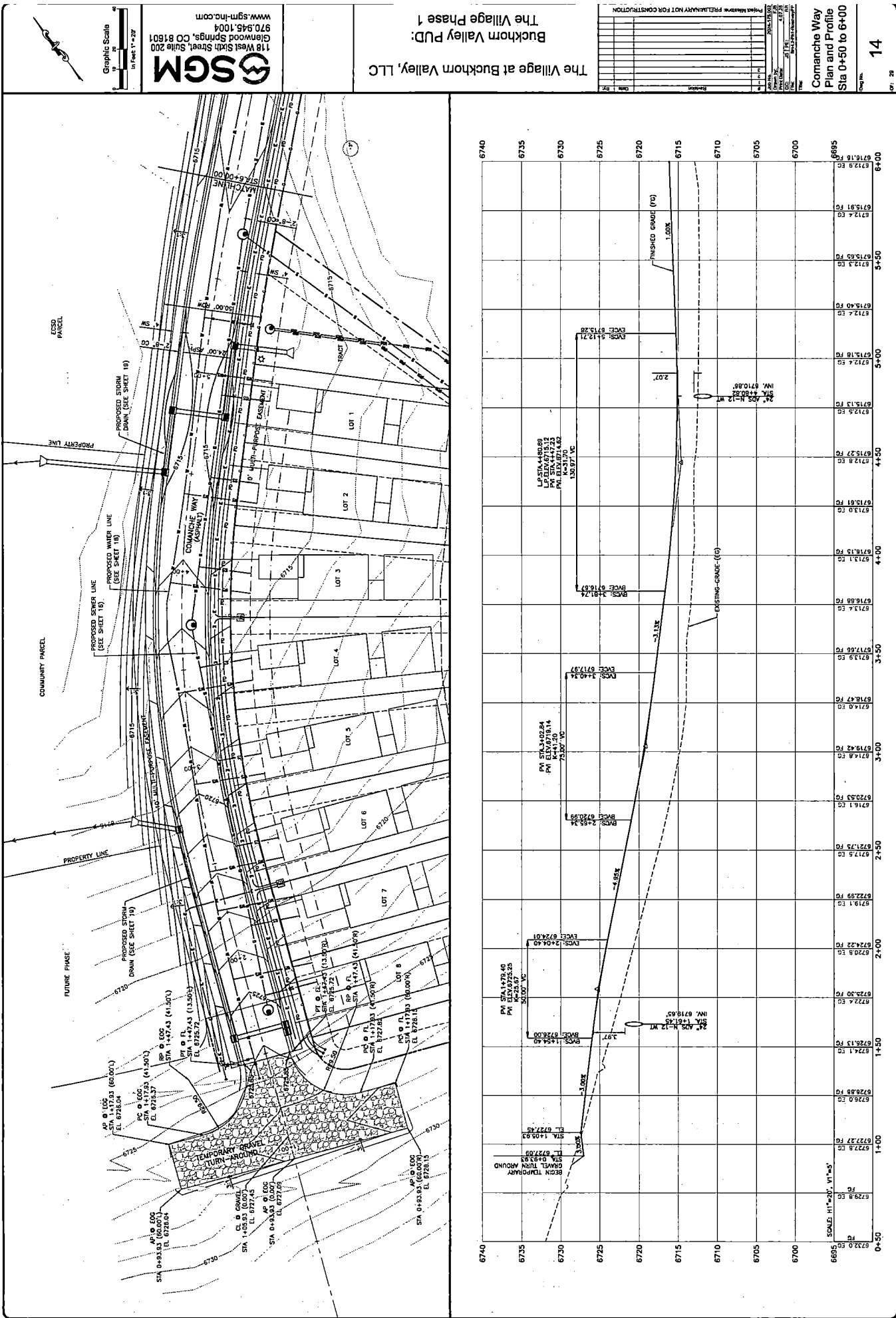
Project Reference: PRELIMINARY NOT FOR CONSTRUCTION									
Sheet No.	12	of	28	Project No.	202505649	Client	Buckhorn Valley PUD	City	Glenwood Springs, CO
Drawn By	JLH	Checked By	JLH	Scale	As Shown	Date	4/7/2025	Project Manager	SGM
Project Engineer	JLH	Project Manager	JLH	Project Location	Buckhorn Valley PUD	Project Status	Pre-Design	Project Budget	\$0.00

Storm Drain
Geometry Plan

North Channel
Geometry Plan

Job No.	2024-178.002
Drawn by	FJR
Print Date	4.07.23
QC	J.S. PE: RA
File	Ba+L3-4-1-GeometryPlan
Plot:	

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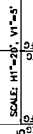


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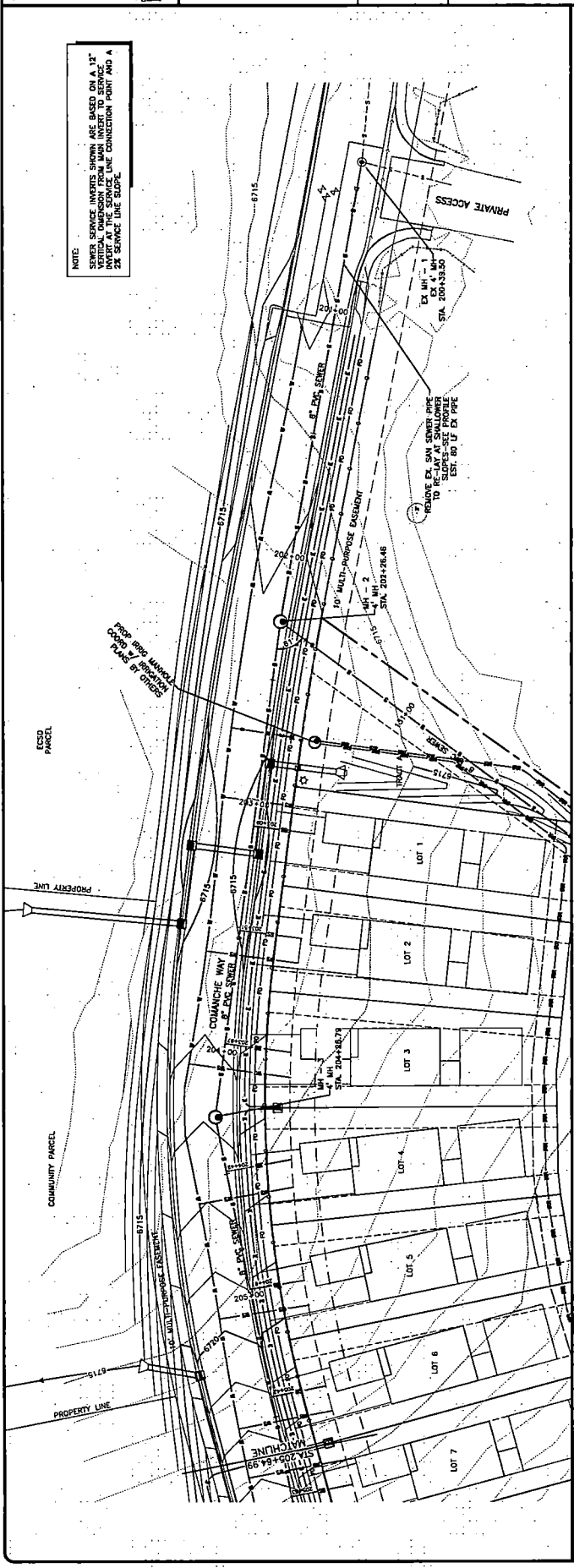
The Village at Buckhorn Valley, LLC
Buckhorn Valley PUD:
The Village Phase 1

Project Metadata			
Project Name	Project Number	Project Date	Project Status
Buckhorn Valley PUD	118-12-171-Subdividing Phase 1	11/15/2023	In Progress
Project Location	Project Engineer	Project Designer	Project Checker
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Project Manager	Project Surveyor	Project Photographer	Project Recorder
John Doe	Jane Smith	Mike Johnson	John Doe

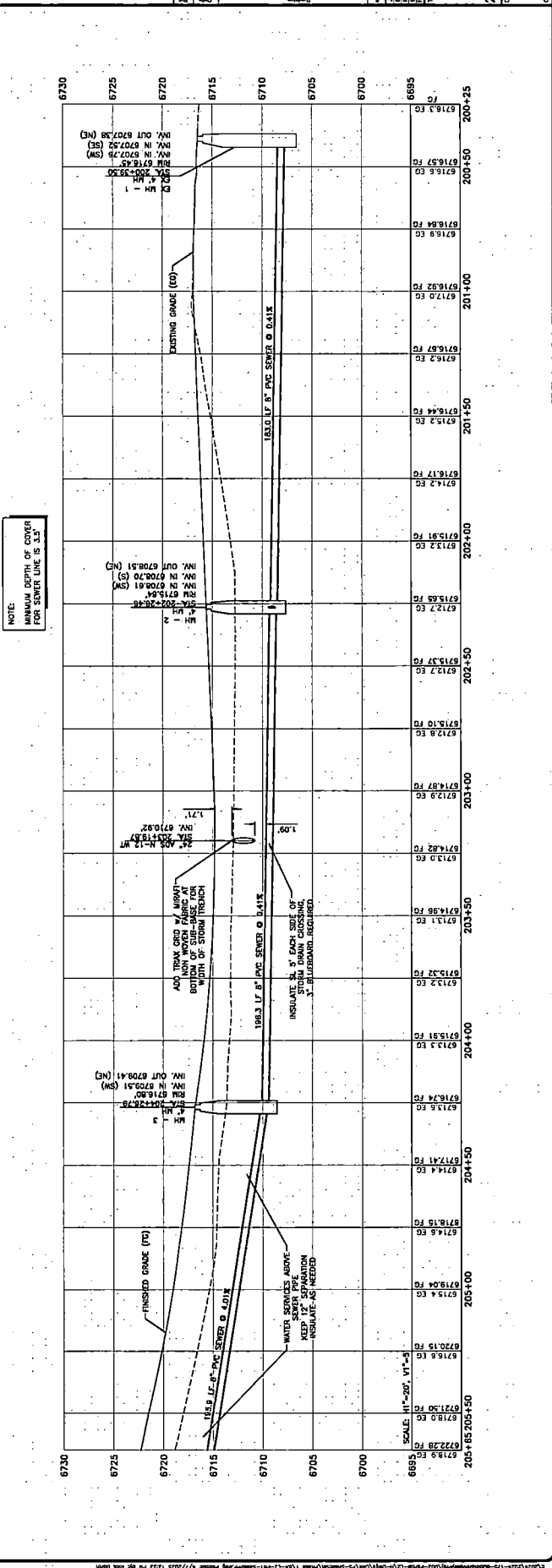
Comanche Way
Plan and Profile
Sta 0+50 to 6+00



202505649



NOTE:
SEWER SERVICE INVERTS SHOWN ARE BASED ON A 12" VERTICAL DIMENSION FROM MAIN INVERT TO SERVICE INVERT.
VERTICAL DIMENSION FROM MAIN INVERT TO SERVICE INVERT.
VERTICAL DIMENSION FROM MAIN INVERT TO SERVICE INVERT.



NOTE:
MINIMUM DEPTH OF COVER FOR SEWER LINE IS 3.5'

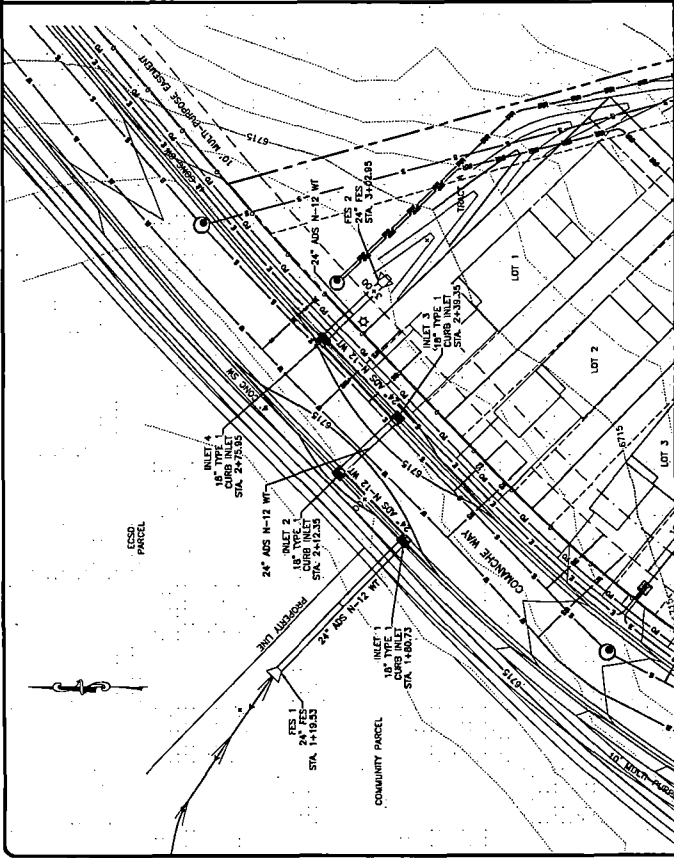
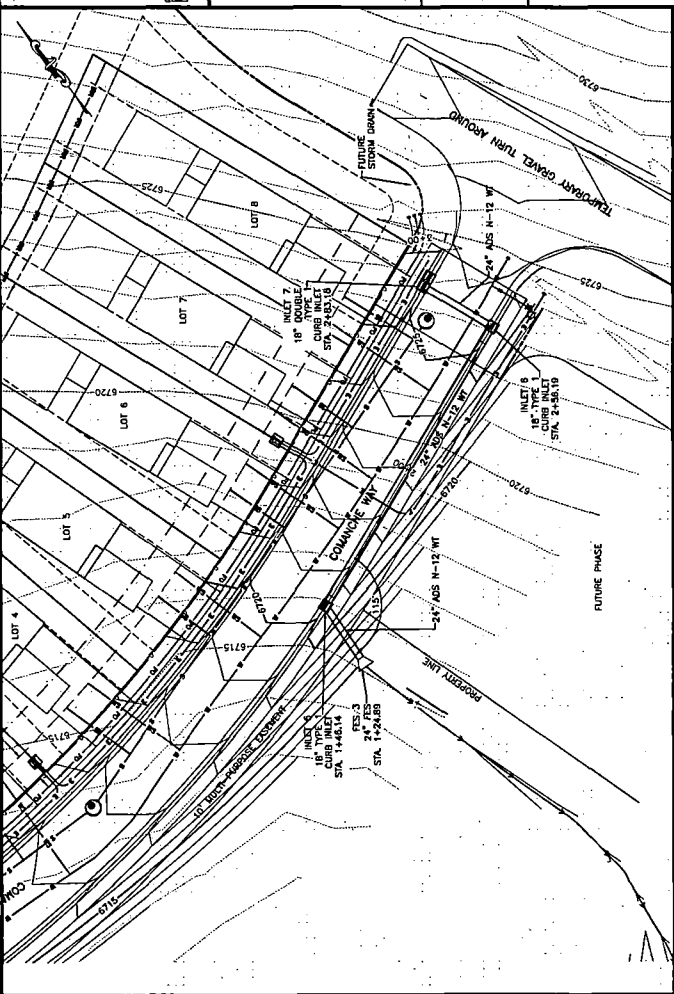
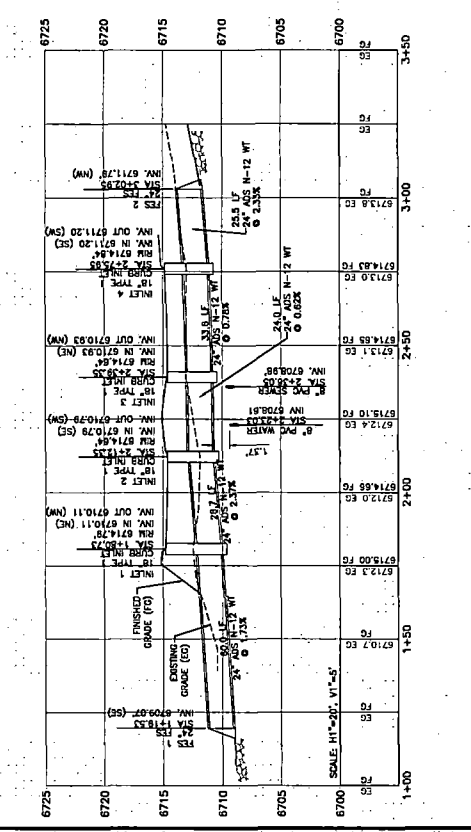
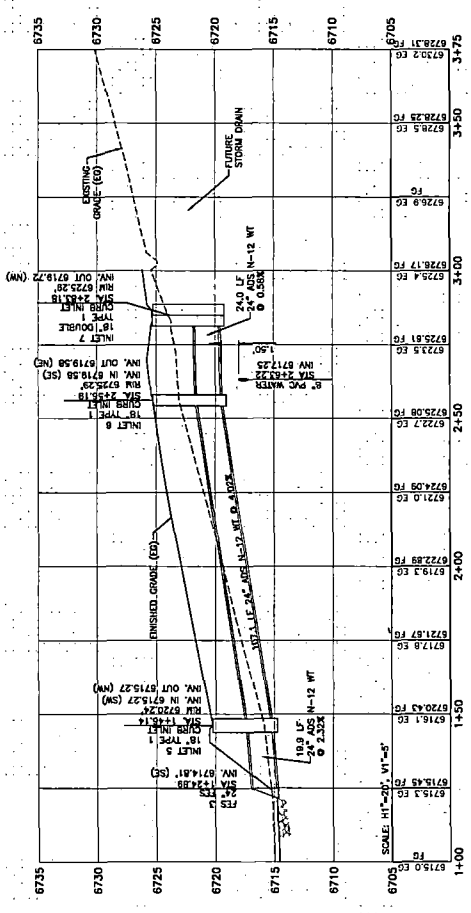
Project Information

Project Name	Comanche Way Storm Drain Plan
Project Number	19
Client	The Village at Buckhorn Valley, LLC
Location	Buckhorn Valley PUD
Phase	Phase 1
Scale	1" = 20'
Sheet Number	19
Sheet Count	20
Drawn By	SGM
Checked By	SGM
Approved By	SGM
Date	11/11/2023


The Village at Buckhorn Valley, LLC
Buckhorn Valley PUD:
The Village Phase 1

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Graphic Scale
0' 10' 20'
1" = 20'



202505649



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 970.946.1004

Graphic Scale

1" = 20'

The Village at Buckhorn Valley, LLC

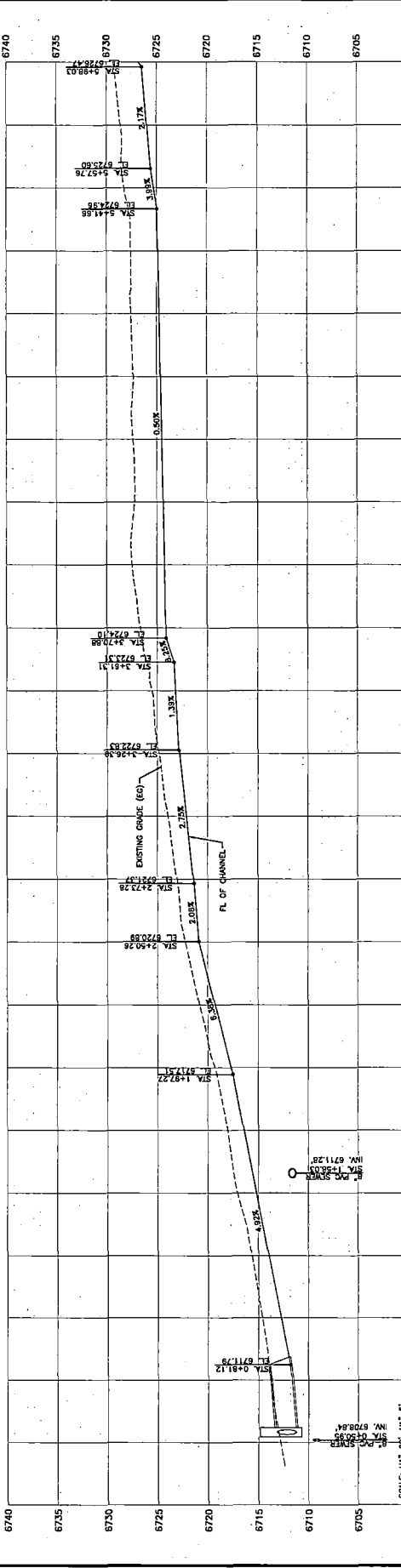
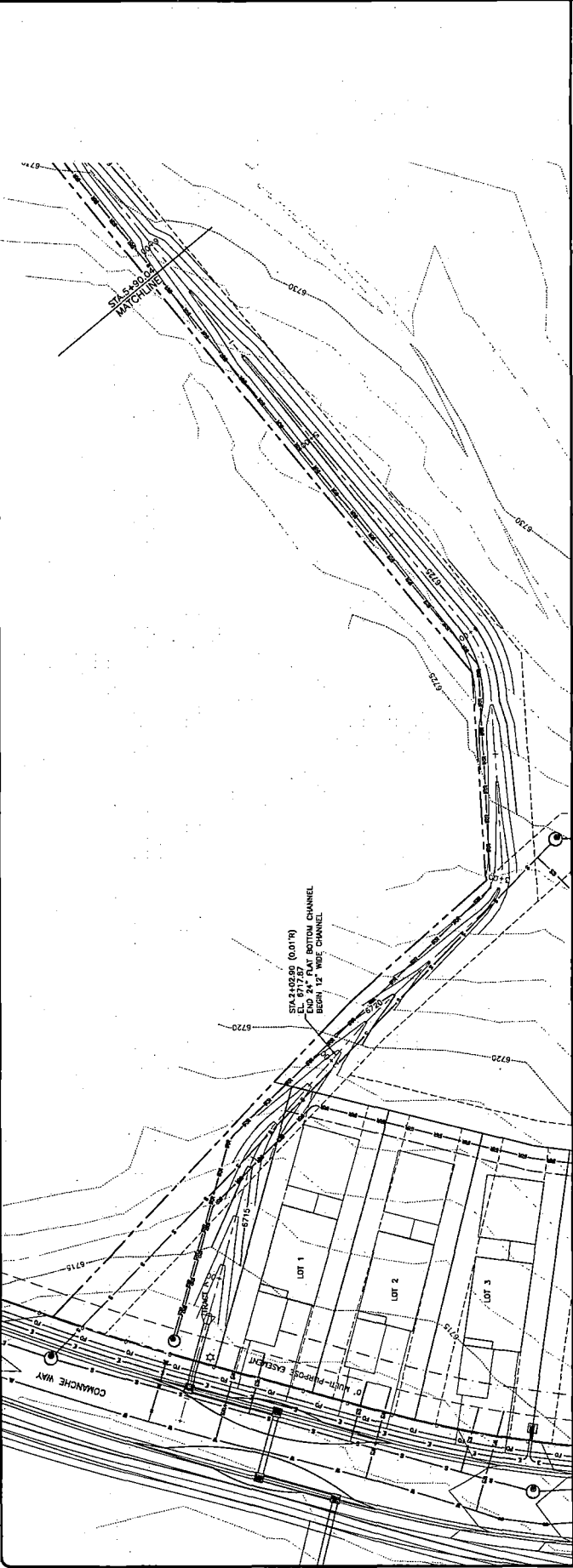
Buckhorn Valley PUD:
The Village Phase 1

Project Information: PRELIMINARY NOT FOR CONSTRUCTION									
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Location	Buckhorn Valley, CO								
Client	The Village at Buckhorn Valley, LLC								
Design Team	SGM Inc.								
Scale	1" = 20'								
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Revision	1.0								
Date	11/11/2024								
Drawn By	J. Smith								
Checked By	M. Jones								
Approved By	K. Davis								

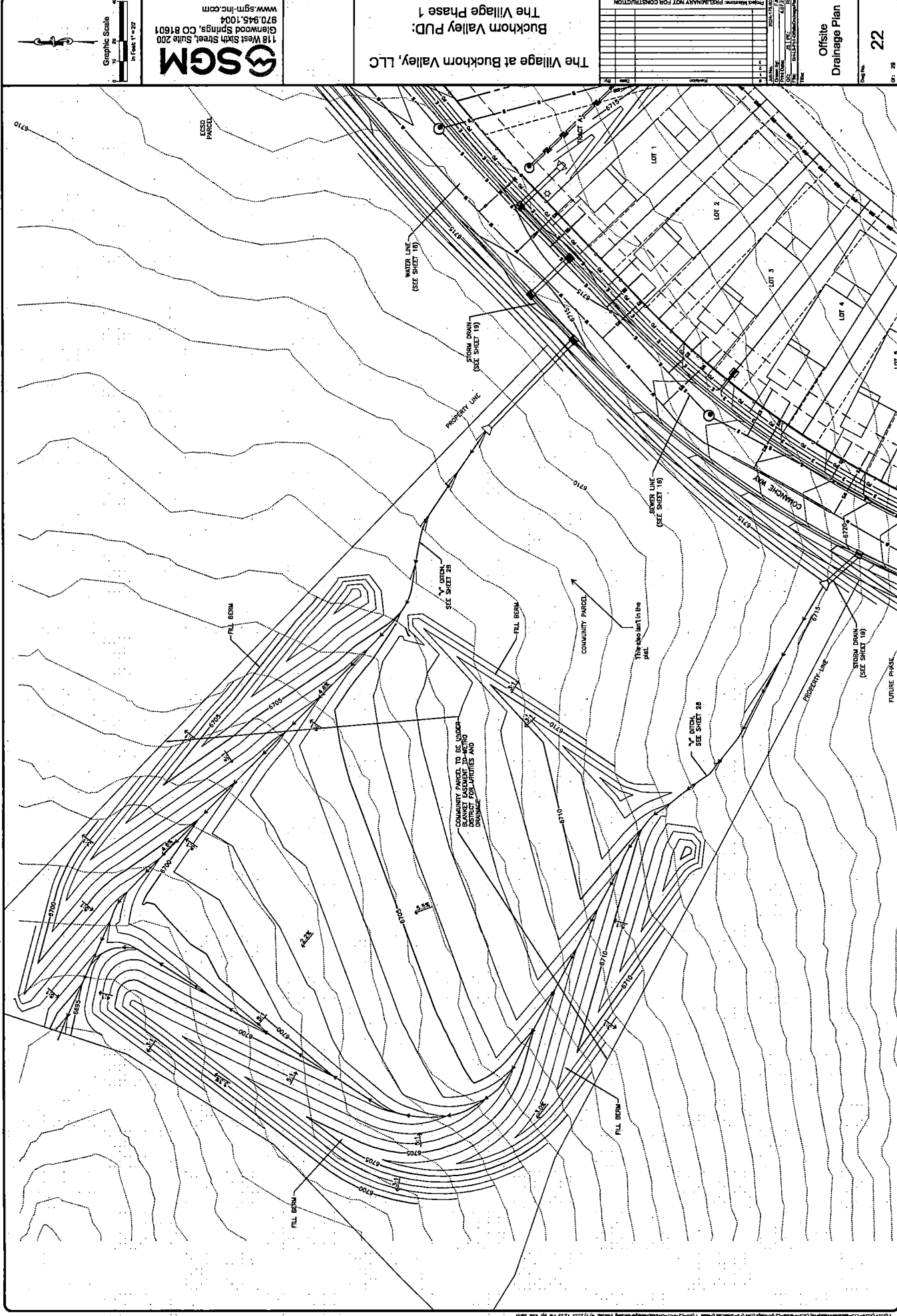
North Channel

Plan and Profile

Sta 1+00 to 6+00



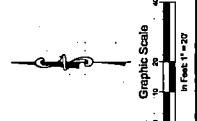
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Project Name	BUCKHORN VALLEY PUD
Project Number	118
Project Location	118 West Sixth Street, Suite 200 Glenwood Springs, CO 81601
Project Manager	www.sgm-inc.com
Project Engineer	970.945.1004
Project Designer	118 West Sixth Street, Suite 200 Glenwood Springs, CO 81601
Project Date	4/7/2023
Project Status	PRELIMINARY NOT FOR CONSTRUCTION


The Village at Buckhorn Valley, LLC
 Buckhorn Valley PUD:
 The Village Phase 1

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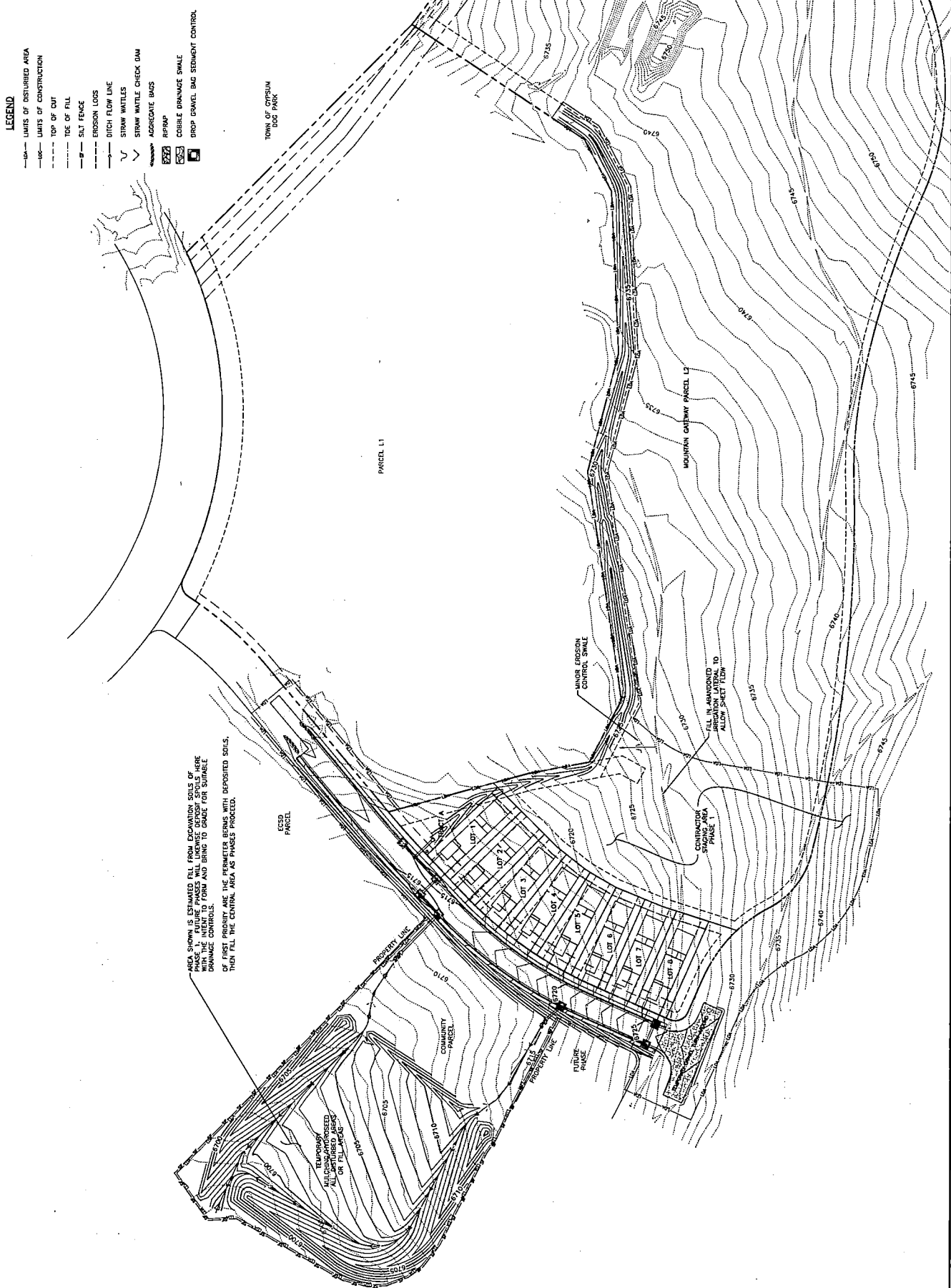
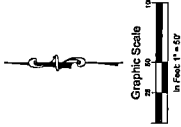


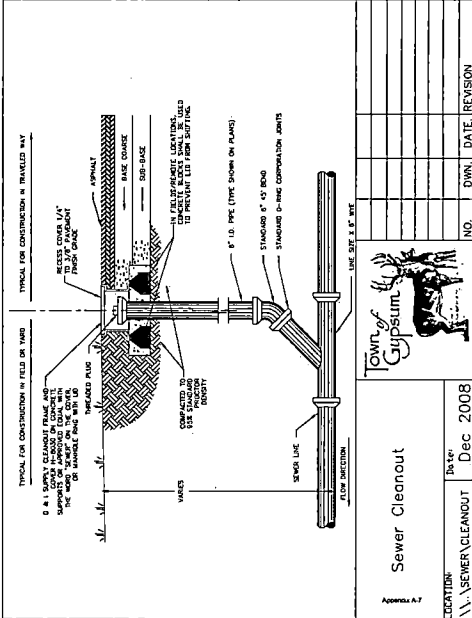
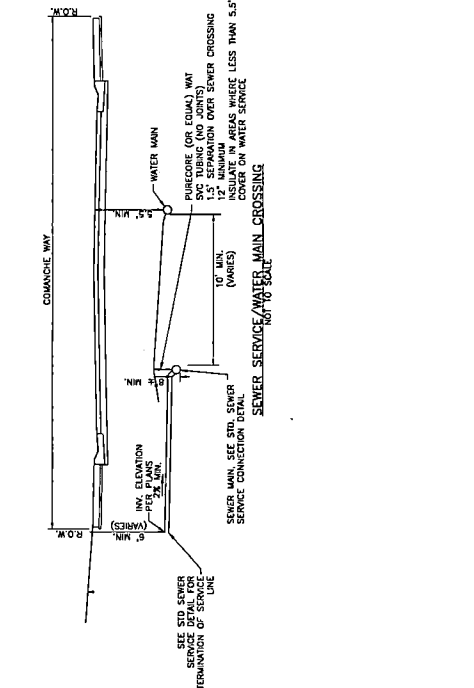
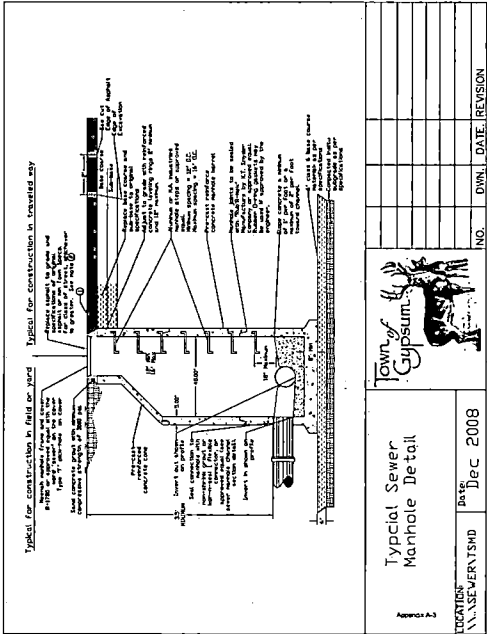
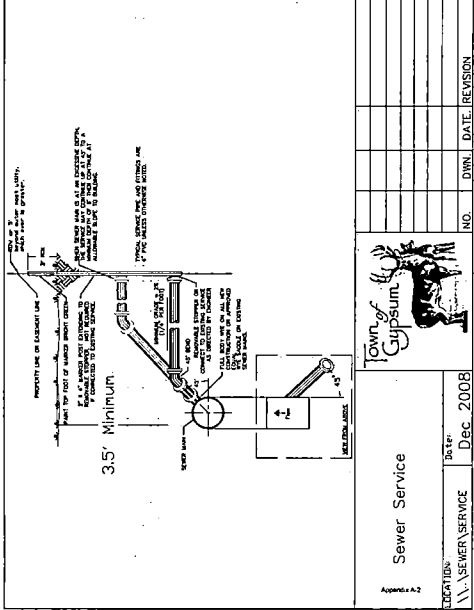
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ISS. NO.	08	ISS. DATE	08.11.2014
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The Village at Buckhorn Valley, LLC
Buckhorn Valley PUD:
The Village Phase 1

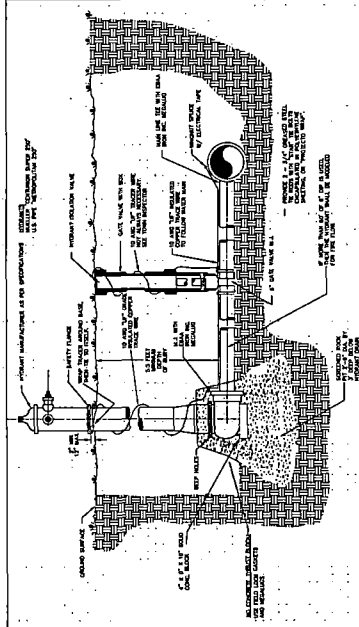


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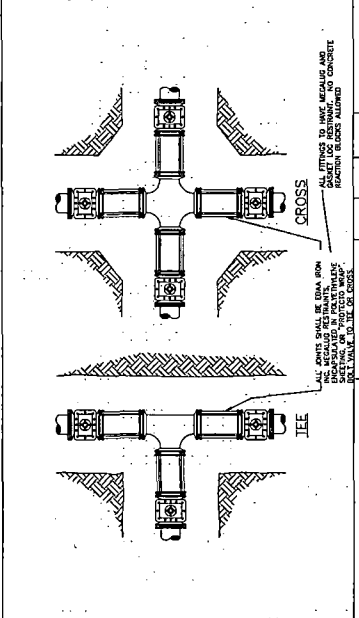


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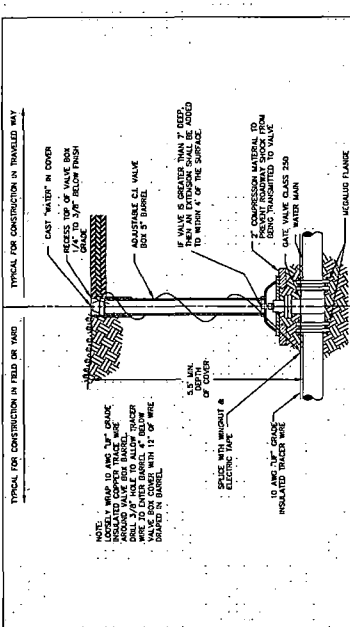
Typical Hydrant Setting:

Location	Date	NO.	DWN.	DATE	REVISION
\\ Winter \Hurricane	Dec 2008				



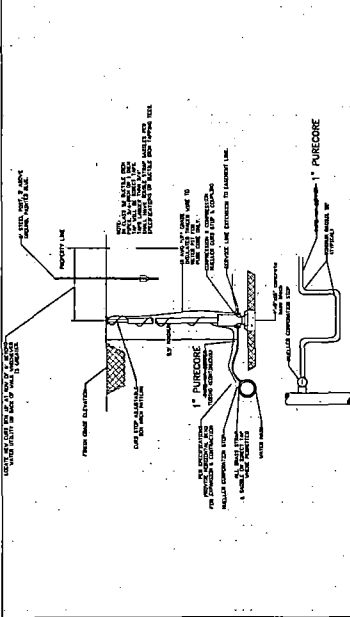
Typical Tees and Cross Installation

Location	Date	NO.	DWN.	DATE	REVISION
Water NEWTC	Dec 2008				



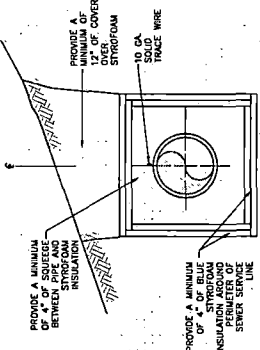
Typical Gate Valve and Box

Location	Date
Water Gate-VLV	Dec 2008

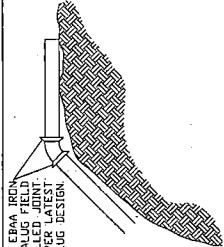


Water Service Connection.

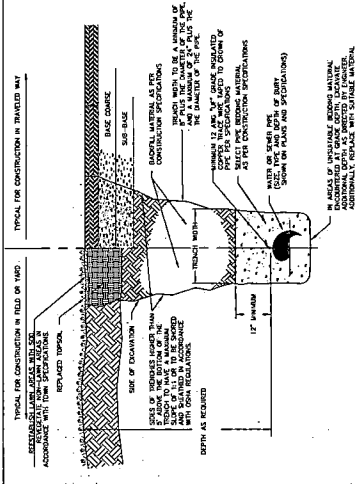
LOCATIONS	DATE	DWN.	DATE	REVISION
\\.\Vote\trSveConn	Dec 2008			



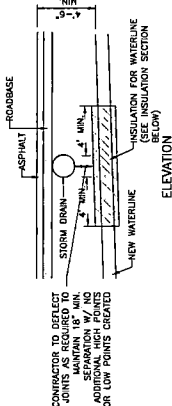
60-DEGREE INSULATED TRENCH SECTION
N.T.S.

[illegible]

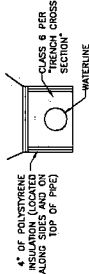
NOTES: 1) ALL MECHANICAL JOINT RESTRAINT SHALL BE CB&A IRON INC.'S MEGALUG ONLY, NO SUBSTITUTIONS.



IN AREAS OF UNSUITABLE BEDDING MATERIAL ENCOUNTERED AT GRADE DPTH, EXCAVATE ADDITIONAL DPTH AS DIRECTED BY ENGINEER. ADDITIONALLY, REPLACE WITH SUITABLE MATERIAL.

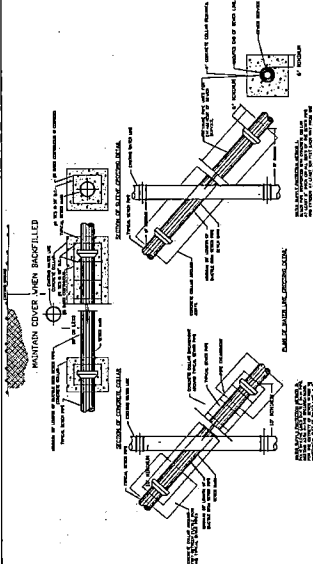


CONTRACTOR TO DEFLECT JOINTS AS REQUIRED TO MAINTAIN 18" MIN. SEPARATION W/ NO ADDITIONAL HIGH POINTS OR LOW POINTS CREATED



4" OF POLYSTYRENE
INSULATION (LOCATED
ALONG SIDES AND ON
TOP OF PIPE)

WATERLINE/CULVERT CROSSING
NO SCALE



FOR A FREE BROCHURE, SEND A
STAMP TO: **WATER LINE PROGRAM**, 100
N. 10TH ST., SUITE 100, MINNEAPOLIS, MN 55403.
FOR THE COUNTRY OF SWEDEN, SEND TO:
WATER LINE PROGRAM, 100 N. 10TH ST., SUITE 100,
MINNEAPOLIS, MN 55403.

THESE ARE THE NAMES OF THE
SIX MEN WHO WERE KILLED
DURING THE 1914 BOMBING
OF THE GREAT EASTERN
HOTEL IN NEW YORK CITY.

Water Line Crossing Detail



Appendix A-B

LOCATION: \\SEWER\WATERX

Date: Dec 2008

NO.

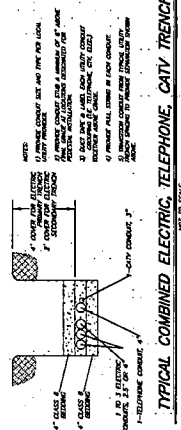
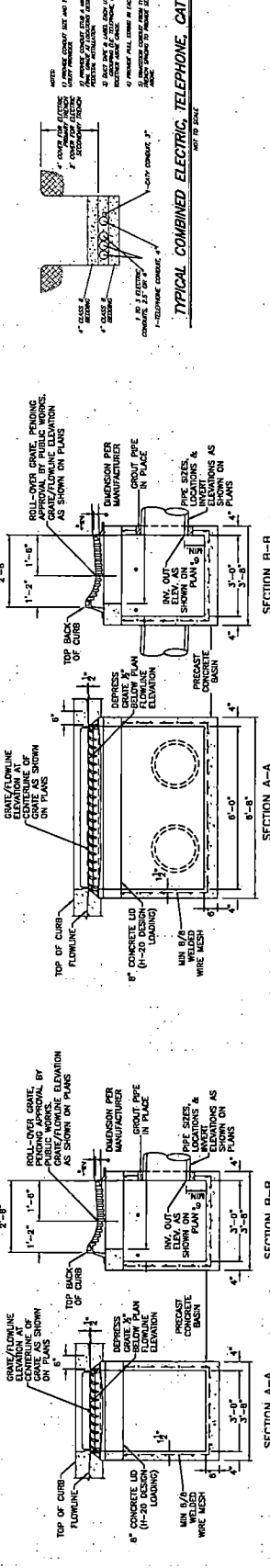
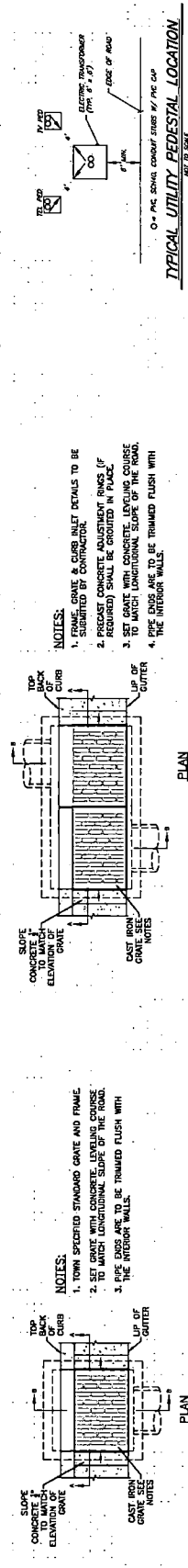
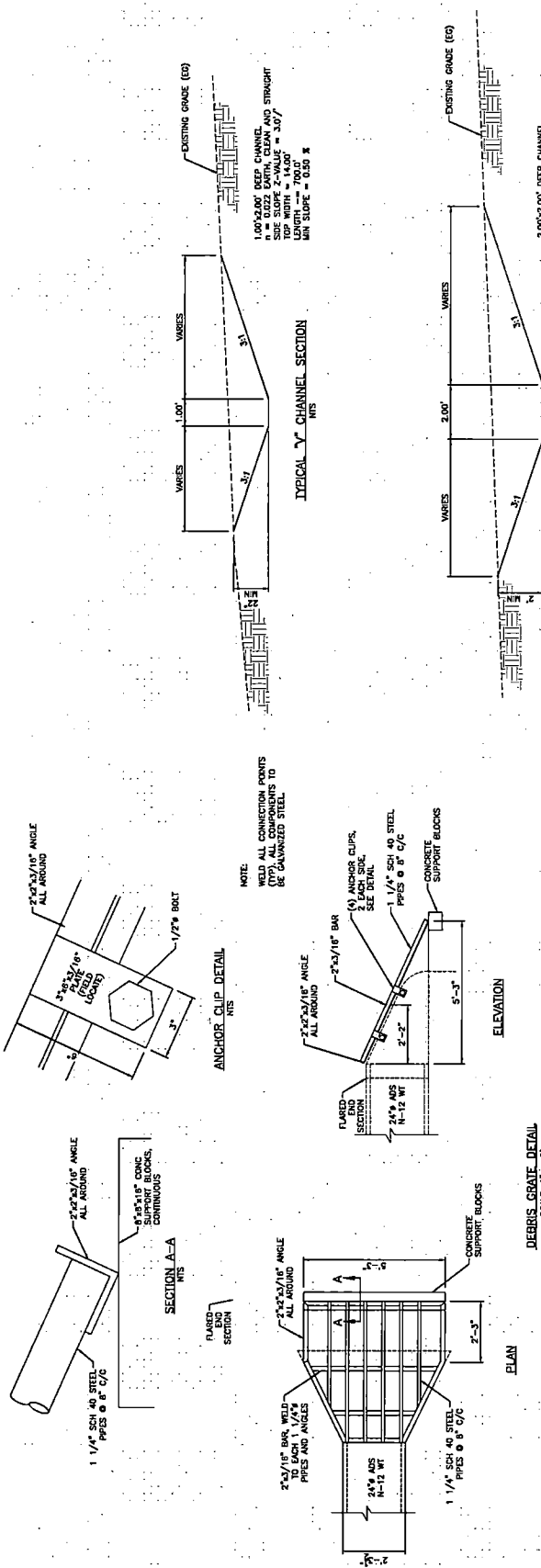
DWN.

DATE.

REVISION

Location	Date	JAN. 2009	
\\water\VERT-BEND		NO.	REVISION

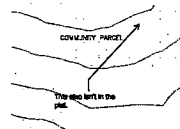
INCLUDE TRACER WIRE ON ALL MAINS AND SERVICES. PROVIDE CONNECTION POINTS EITHER IN ACCESS WAYS SUCH AS CLEANOUT RISERS OR VALVE BOXES OR SEPARATE CONNECTORS.



TYPICAL COMBINED ELECTRIC, TELEPHONE, CATV TRENCH

Final Plat Engineering V4 - 04.08.25.pdf Markup Summary

James Wooldridge (1)



Subject: Callout
Page Label: [22] 22 Offsite Drainage Plan
Lock: Unlocked
Author: James Wooldridge
Date: 4/16/2025 4:51:58 PM
Status:
Color: ■
Layer:
Space:

This also isn't in the plat.

Jacob Rivera (19)

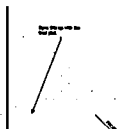


Subject: Arrow
Page Label: [7] 7 Site Plan
Lock: Unlocked
Author: Jacob Rivera
Date: 4/16/2025 4:23:02 PM
Status:
Color: ■
Layer:
Space:



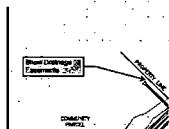
Subject: Callout
Page Label: [7] 7 Site Plan
Lock: Unlocked
Author: Jacob Rivera
Date: 4/16/2025 4:23:02 PM
Status:
Color: ■
Layer:
Space:

Is there a conflict with the irrigation box/main and the Sewer main?



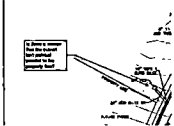
Subject: Callout
Page Label: [7] 7 Site Plan
Lock: Unlocked
Author: Jacob Rivera
Date: 4/16/2025 4:23:02 PM
Status:
Color: ■
Layer:
Space:

Sync this up with the final plat.



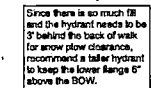
Subject: Callout
Page Label: [7] 7 Site Plan
Lock: Unlocked
Author: Jacob Rivera
Date: 4/16/2025 4:23:02 PM
Status:
Color: ■
Layer:
Space:

Show Drainage Easements



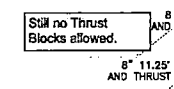
Subject: Callout
Page Label: [8] 8 Utility Composite
Lock: Unlocked
Author: Jacob Rivera
Date: 4/16/2025 4:24:14 PM
Status:
Color: ■
Layer:
Space:

Is there a reason that the culvert isn't pointed parallel to the property line?



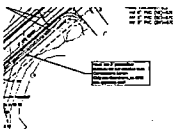
Subject: Text Box
Page Label: [8] 8 Utility Composite
Lock: Unlocked
Author: Jacob Rivera
Date: 4/16/2025 4:24:14 PM
Status:
Color: ■
Layer:
Space:

Since there is so much fill and the hydrant needs to be 3' behind the back of walk for snow plow clearance, recommend a taller hydrant to keep the lower flange 6" above the BOW.



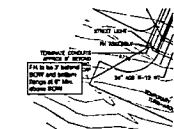
Subject: Text Box
Page Label: [8] 8 Utility Composite
Lock: Unlocked
Author: Jacob Rivera
Date: 4/16/2025 4:24:14 PM
Status:
Color: ■
Layer:
Space:

Still no Thrust Blocks allowed.



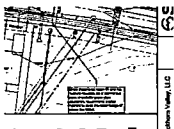
Subject: Callout
Page Label: [8] 8 Utility Composite
Lock: Unlocked
Author: Jacob Rivera
Date: 4/16/2025 4:24:14 PM
Status:
Color: ■
Layer:
Space:

Need two 2" phone/fiber conduits run per direction from Comcast and Lumen.
Only one Gas shown, so BHE has approved one?



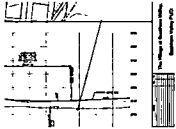
Subject: Callout
Page Label: [8] 8 Utility Composite
Lock: Unlocked
Author: Jacob Rivera
Date: 4/16/2025 4:24:14 PM
Status:
Color: ■
Layer:
Space:

FH to be 3' behind BOW and bottom flange at 6" Min. above BOW.



Subject: Callout
Page Label: [14] 14 Comanche Way Plan and Profile Sta 0+50 to 6+00
Lock: Unlocked
Author: Jacob Rivera
Date: 4/16/2025 4:25:23 PM
Status:
Color: ■
Layer:
Space:

Since there is so much fill and the hydrant needs to be 3' behind the back of walk for snow plow clearance, recommend a taller hydrant to keep the lower flange 6" above the BOW.

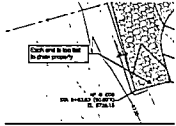


Subject: Arrow
Page Label: [14] 14 Comanche Way Plan and Profile Sta 0+50 to 6+00
Lock: Unlocked
Author: Jacob Rivera
Date: 4/16/2025 4:25:23 PM
Status:
Color: ■
Layer:
Space:



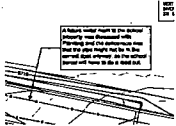
Subject: Callout
Page Label: [14] 14 Comanche Way Plan and Profile Sta 0+50 to 6+00
Lock: Unlocked
Author: Jacob Rivera
Date: 4/16/2025 4:25:23 PM
Status:
Color: ■
Layer:
Space:

Double-check... previous design showed an extension to gravel.



Subject: Callout
Page Label: [14] 14 Comanche Way Plan and Profile Sta 0+50 to 6+00
Lock: Unlocked
Author: Jacob Rivera
Date: 4/16/2025 4:25:23 PM
Status:
Color: ■
Layer:
Space:

Each end is too flat to drain properly



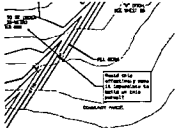
Subject: Callout
Page Label: [16] 16 Comanche Way Sewer Line Plan and Profile Sta 200+25 to 205+65
Lock: Unlocked
Author: Jacob Rivera
Date: 4/16/2025 4:26:56 PM
Status:
Color: ■
Layer:
Space:

A future water main to the school property was discussed with Planning and the concensus was that the pipe might not be in the correct spot anyway, so the school parcel will have to do a road cut.



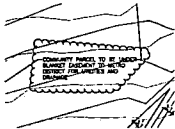
Subject: Callout
Page Label: [17] 17 Comanche Way Sewer LineNorth Channel Sewer Line Plan and Profile
Lock: Unlocked
Author: Jacob Rivera
Date: 4/16/2025 4:28:12 PM
Status:
Color: ■
Layer:
Space:

Surface doesn't catch

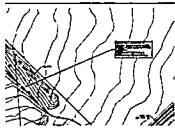


Subject: Callout
Page Label: [22] 22 Offsite Drainage Plan
Lock: Unlocked
Author: Jacob Rivera
Date: 4/16/2025 4:31:25 PM
Status:
Color: ■
Layer:
Space:

Would this effectively make it impossible to build on this parcel?

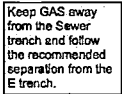


Subject: Cloud
Page Label: [22] 22 Offsite Drainage Plan
Lock: Unlocked
Author: Jacob Rivera
Date: 4/16/2025 4:31:32 PM
Status:
Color: ■
Layer:
Space:



Subject: Callout
Page Label: [22] 22 Offsite Drainage Plan
Lock: Unlocked
Author: Jacob Rivera
Date: 4/16/2025 4:31:48 PM
Status:
Color: ■
Layer:
Space:

If you go more than the new 10' easement from the property line than the ditch will need a wider DRAINAGE EASEMENT.
It appears a 20' to 50' Drainage Easement might be more workable.



Subject: Text Box
Page Label: [28] 28 Storm Drain Details
Lock: Unlocked
Author: Jacob Rivera
Date: 4/16/2025 4:33:10 PM
Status:
Color: ■
Layer:
Space:

Keep GAS away from the Sewer trench and follow the recommended separation from the E trench.

EXHIBIT C
FINAL PLAT

Being A Resubdivision of
Parcel L2 of Mountain Gateway
A Portion of Parcel 1, Buckhorn Valley PUD - Exemption Plat II
Sited in Tracts 81 and 82, Section 11,
Township 5 South, Range 85 West of the 6th P.M.,
Town of Gypsum, Eagle County, Colorado

How big are the assessments? We need to see this on the plot because we will be using this when people have questions.



LINE TABLE			LINE TABLE		
LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
101	N 102° 43' 37" E	26.55	101	N 102° 43' 37" E	26.55
102	N 85° 02' 13" E	37.13	102	N 85° 02' 13" E	37.13
103	N 62° 03' 35" E	22.55	103	N 62° 03' 35" E	22.55
104	N 52° 03' 35" E	35.45	104	N 52° 03' 35" E	35.45
105	N 42° 03' 35" E	8.95	105	N 42° 03' 35" E	8.95
106	N 32° 03' 35" E	17.95	106	N 32° 03' 35" E	17.95
107	N 22° 03' 35" E	26.95	107	N 22° 03' 35" E	26.95
108	N 12° 03' 35" E	35.95	108	N 12° 03' 35" E	35.95
109	N 02° 03' 35" E	44.95	109	N 02° 03' 35" E	44.95
110	N 02° 03' 35" E	53.95	110	N 02° 03' 35" E	53.95
111	N 02° 03' 35" E	62.95	111	N 02° 03' 35" E	62.95
112	N 02° 03' 35" E	71.95	112	N 02° 03' 35" E	71.95
113	N 02° 03' 35" E	80.95	113	N 02° 03' 35" E	80.95
114	N 02° 03' 35" E	89.95	114	N 02° 03' 35" E	89.95
115	N 02° 03' 35" E	98.95	115	N 02° 03' 35" E	98.95
116	N 02° 03' 35" E	107.95	116	N 02° 03' 35" E	107.95
117	N 02° 03' 35" E	116.95	117	N 02° 03' 35" E	116.95
118	N 02° 03' 35" E	125.95	118	N 02° 03' 35" E	125.95
119	N 02° 03' 35" E	134.95	119	N 02° 03' 35" E	134.95
120	N 02° 03' 35" E	143.95	120	N 02° 03' 35" E	143.95
121	N 02° 03' 35" E	152.95	121	N 02° 03' 35" E	152.95
122	N 02° 03' 35" E	161.95	122	N 02° 03' 35" E	161.95
123	N 02° 03' 35" E	170.95	123	N 02° 03' 35" E	170.95
124	N 02° 03' 35" E	179.95	124	N 02° 03' 35" E	179.95
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126	N 02° 03' 35" E	197.95	126	N 02° 03' 35" E	197.95
127	N 02° 03' 35" E	206.95	127	N 02° 03' 35" E	206.95
128	N 02° 03' 35" E	215.95	128	N 02° 03' 35" E	215.95
129	N 02° 03' 35" E	224.95	129	N 02° 03' 35" E	224.95
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131	N 02° 03' 35" E	242.95	131	N 02° 03' 35" E	242.95
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134	N 02° 03' 35" E	269.95	134	N 02° 03' 35" E	269.95
135	N 02° 03' 35" E	278.95	135	N 02° 03' 35" E	278.95
136	N 02° 03' 35" E	287.95	136	N 02° 03' 35" E	287.95
137	N 02° 03' 35" E	296.95	137	N 02° 03' 35" E	296.95
138	N 02° 03' 35" E	305.95	138	N 02° 03' 35" E	305.95
139	N 02° 03' 35" E	314.95	139	N 02° 03' 35" E	314.95
140	N 02° 03' 35" E	323.95	140	N 02° 03' 35" E	323.95
141	N 02° 03' 35" E	332.95	141	N 02° 03' 35" E	332.95
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143	N 02° 03' 35" E	350.95	143	N 02° 03' 35" E	350.95
144	N 02° 03' 35" E	359.95	144	N 02° 03' 35" E	359.95
145	N 02° 03' 35" E	368.95	145	N 02° 03' 35" E	368.95
146	N 02° 03' 35" E	377.95	146	N 02° 03' 35" E	377.95
147	N 02° 03' 35" E	386.95	147	N 02° 03' 35" E	386.95
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152	N 02° 03' 35" E	431.95	152	N 02° 03' 35" E	431.95
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154	N 02° 03' 35" E	449.95	154	N 02° 03' 35" E	449.95
155	N 02° 03' 35" E	458.95	155	N 02° 03' 35" E	458.95
156	N 02° 03' 35" E	467.95	156	N 02° 03' 35" E	467.95
157	N 02° 03' 35" E	476.95	157	N 02° 03' 35" E	476.95
158	N 02° 03' 35" E	485.95	158	N 02° 03' 35" E	485.95
159	N 02° 03' 35" E	494.95	159	N 02° 03' 35" E	494.95
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163	N 02° 03' 35" E	530.95	163	N 02° 03' 35" E	530.95
164	N 02° 03' 35" E	539.95	164	N 02° 03' 35" E	539.95
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171	N 02° 03' 35" E	602.95	171	N 02° 03' 35" E	602.95
172	N 02° 03' 35" E	611.95	172	N 02° 03' 35" E	611.95
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178	N 02° 03' 35" E	665.95	178	N 02° 03' 35" E	665.95
179	N 02° 03' 35" E	674.95	179	N 02° 03' 35" E	674.95
180	N 02° 03' 35" E	683.95	180	N 02° 03' 35" E	683.95
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188	N 02° 03' 35" E	755.95	188	N 02° 03' 35" E	755.95
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195	N 02° 03' 35" E	818.95	195	N 02° 03' 35" E	818.95
196	N 02° 03' 35" E	827.95	196	N 02° 03' 35" E	827.95
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CURVE TABLE				CURVE DATA	
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C01	60.00°	975.00°	549.0111°	549.0111°	60.00°
C02	60.00°	975.00°	223.54°	223.54°	189.89°
C03	18.75°	272.94°	272.94°	272.94°	22.25°
C04	28.32°	175.00°	382.72°	382.72°	118.31°
C05	33.17°	161.00°	456.58°	456.58°	144.88°
C06	48.35°	109.00°	49.48°	50.52°	200.89°
C07	44.00°	100.00°	175.01°	175.01°	53.37°
C08	32.15°	129.00°	173.13°	173.13°	120.88°
C09	32.15°	129.00°	173.13°	173.13°	120.88°
C10	40.31°	500.00°	773.10°	773.10°	334.60°
C11	76.00°	155.00°	324.91°	324.91°	76.39°
C12	60.00°	925.00°	207.50°	207.50°	60.13°
C13	78.35°	970.00°	770.90°	770.90°	78.35°
C14	78.35°	970.00°	335.01°	335.01°	78.35°
C15	47.00°	940.00°	6.93°	6.93°	52.07°
C16	47.00°	940.00°	5.40°	5.40°	71.00°
C17	30.88°	625.00°	140.50°	140.50°	71.00°
C18	30.88°	625.00°	224.44°	224.44°	305.50°
C19	64.00°	1025.00°	27.94°	27.94°	64.42°
C20	73.00°	975.00°	117.96°	117.96°	23.10°

[illegible]

Note: HOA Easements shown hereon denote a Drainage, Utility, and Maintenance Easement benefiting power, gas and communication utilities to the Town of Gypsum, Buckhorn Valley Metropolitan District No. 1, and the Owner's Association of the Village at Buckhorn LLC.

Page 3

**Town of Gypsum
Eagle County,
Colorado**

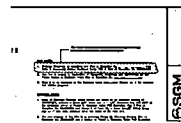
Buckhorn Valley PUD: The Village Phase 1.

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004
www.sgm-inc.com

Graphic Scale:
25 50
In U.S. Feet: 1" = 50'

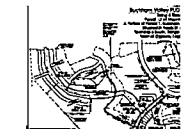
Final Plat V4 - 04.08.25.pdf Markup Summary

James Wooldridge (12)



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This Final Plat cannot be recorded until the proper drainage easements are shown to connect to the pond



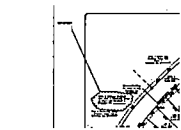
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Need Public Drainage Easement that matches Storm Water Plan. If those Easements already exist, show them, if not, they must be created.



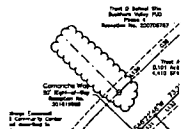
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ALL NEW EASEMENTS MUST SAY PUBLIC UTILITY EASEMENT



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See Sheet 1

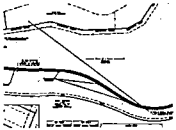


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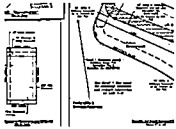


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How big are the easements? We need to see this on the plat because we will be using this when people have questions

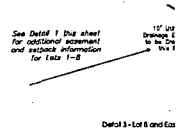


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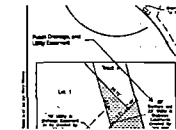
Public Utility & Drainage Easement



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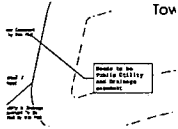
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Public Drainage, and Utility Easement



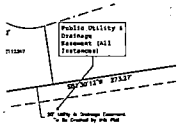
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Jacob Rivera (8)



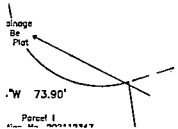
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Needs to be Public Utility and Drainage easement

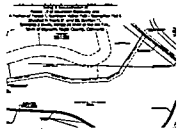


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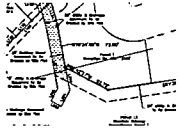
Public Utility & Drainage Easement (All Instances)



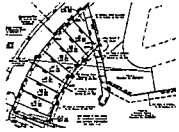
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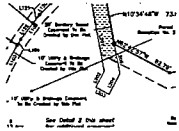
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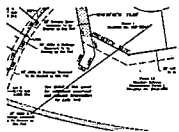
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EXHIBIT D
PHASING PLAN

Phasing Plan- The Village at Buckhorn Valley

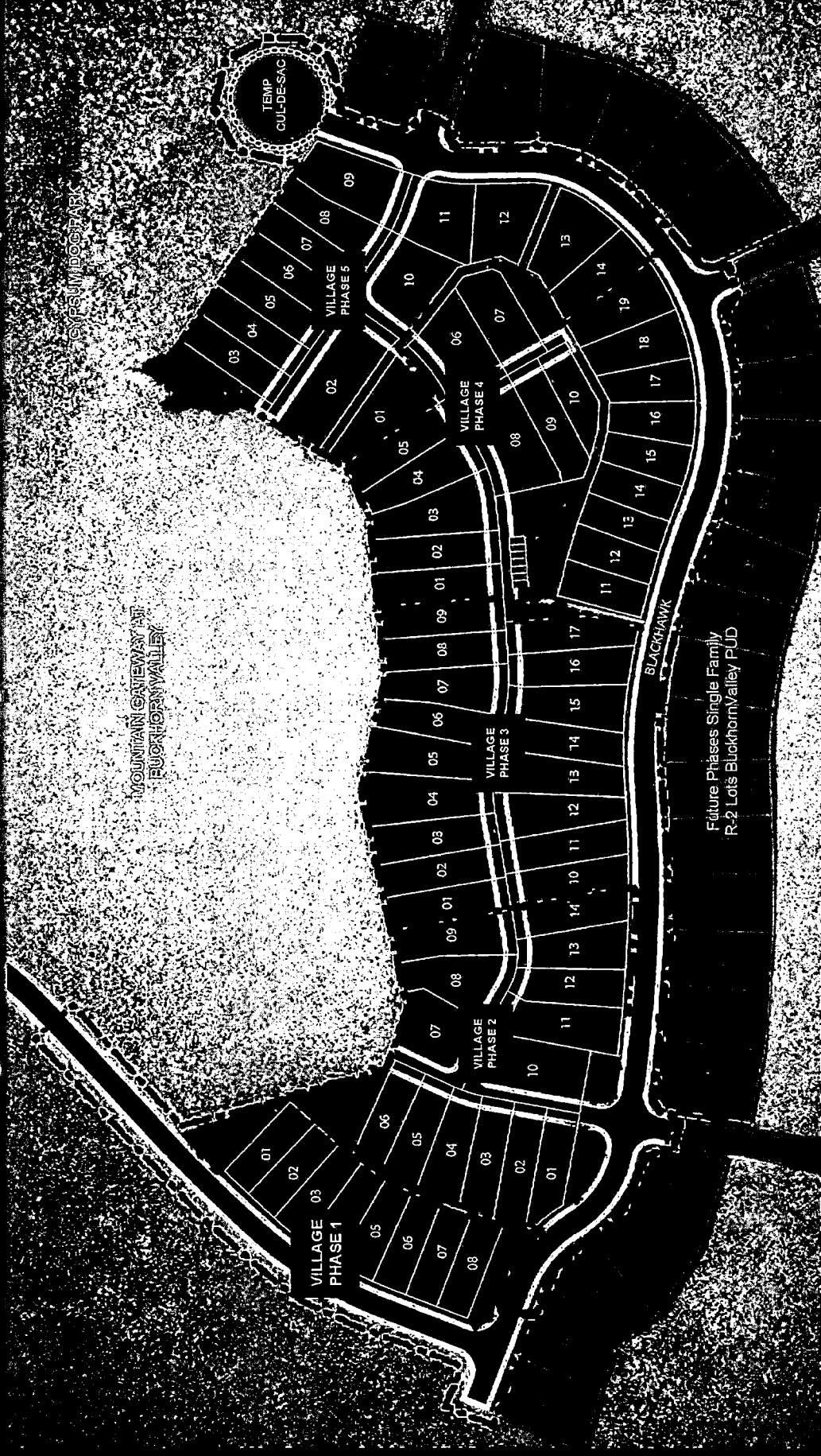


EXHIBIT E
COST ESTIMATE OF REQUIRED IMPROVEMENTS

BUCKHORN VALLEY - VILLAGE, PHASE 1

This file updated 4/8/25 9:39
Present date and time 4/8/25 9:39

SIMILAR PRICING FROM PHASE 8, 2024

ITEM #	WATER DISTRIBUTION	QTY	UNIT	EST UNIT PRICE	TOTAL
1	8" WATER LINE	720	LF	\$ 125	\$ 90,000
2	6" WATER LINE	40	LF	\$ 115	\$ 4,600
3	8" WATER CAP w/ BLOWOFF & VALVE	1	EA	\$ 800	\$ 800
4	8" 11.25" BEND	3	EA	\$ 900	\$ 2,700
5	6" GATE VALVE	2	EA	\$ 2,100	\$ 4,200
6	8" GATE VALVE	3	EA	\$ 2,500	\$ 7,500
7	8"x8"x8" TEE	1	EA	\$ 650	\$ 650
8	8"x8"x6" TEE	2	EA	\$ 650	\$ 1,300
9	FIRE HYDRANT	2	EA	\$ 10,200	\$ 20,400
10	1" PURECORE WATER SERVICE	280	LF	\$ 70	\$ 19,600
11	WATER TAP, SADDLE, CORP/CURB STOPS	8	EA	\$ 1,250	\$ 10,000
12	WATER TESTING/CHLORINATION	1	EA	\$ 1,000	\$ 1,000
13	IRRIGATION PIPE	500	LF	\$ 45	\$ 22,500
14	IRRIGATION PUMP MANHOLE, COMPLETE	1	EA	\$ 15,000	\$ 15,000
15	IRRIGATION APPURTENANCES (VALVES/BOXES)	9	EA	\$ 200	\$ 1,800
SUBTOTAL					\$ 202,050

	SEWER SYSTEM	QTY	UNIT	EST UNIT PRICE	TOTAL
20	8" SEWER LINE	1040	LF	\$ 120	\$ 124,800
21	8" SEWER CAP	3	EA	\$ 500	\$ 1,500
22	48" SEWER MANHOLE	4	EA	\$ 7,000	\$ 28,000
23	SEWER SERVICE w/WYE & CAP	9	EA	\$ 1,500	\$ 13,500
SUBTOTAL					\$ 167,800

	STORM COLLECTION SYSTEM	QTY	UNIT	EST UNIT PRICE	TOTAL
30	18" INLET	8	EA	\$ 2,500	\$ 20,000
31	18" DOUBLE INLET	1	EA	\$ 3,500	\$ 3,500
32	24" FES	3	EA	\$ 400	\$ 1,200
33	24" ADS N-12 WT	360	LF	\$ 75	\$ 27,000
34	DRAINAGE DITCH ALONG MOUNTAIN GATEWAY	1000	LF	\$ 20	\$ 20,000
35	GENERAL EARTHWORK (DEPOSIT TO WEST)	1500	CY	\$ 7	\$ 10,500
36	EROSION CONTROL MATERIALS	1	LS	\$ 15,000	\$ 15,000
37	ECP MANAGEMENT	1	LS	\$ 20,000	\$ 20,000
SUBTOTAL					\$ 117,200

	ROAD / PAVING	QTY	UNIT	EST UNIT PRICE	TOTAL
40	STREET LIGHT	2	EA	11000	\$ 22,000
41	SIGN (STANDARD STREET w/ POST, INSTALL)	2	EA	1000	\$ 2,000
42	ASPHALT (4" in 2-2" PASSES)	430	TON	180	\$ 77,400
43	ROAD CORRIDOR PREP AND BASE	34000	SF	5	\$ 170,000
44	ADA RAMP	150	SF	25	\$ 3,750
45	CROSSWALK STRIPING	1	EA	2500	\$ 2,500
46	18" CURB AND GUTTER	1230	LF	45	\$ 55,350
47	4' SIDEWALK	1250	LF	55	\$ 68,750
SUBTOTAL					\$ 401,750

	COMMS / ELEC/ GAS	QTY	UNIT	EST UNIT PRICE	TOTAL
50	ELECTRIC PRIMARY CONDUIT, INSTALLATION	480	LF	\$ 30	\$ 14,400
51	ELECTRIC SECONDARY CONDUIT, INSTALLATION	350	LF	\$ 20	\$ 7,000
52	ELECTRIC TRANSFORMER, INSTALLATION	2	EA	\$ 2,000	\$ 4,000
52	ELECTRICAL DEPOSIT*	1	LS	\$ 91,200	\$ 91,200
53	GAS MAIN TRENCH, INSTALLED	540	LF	\$ 10	\$ 5,400
53	GAS SERVICES	320	LF	\$ 10	\$ 3,200
54	GAS METER SET	8	EA	\$ 500	\$ 4,000
54	GAS DEPOSIT	1	LS	\$ 12,000	\$ 12,000
55	COMMUNICATIONS CONDUITS x2 (SHARED TRENCH)	480	LF	\$ 15	\$ 7,200
55	COMMUNICATIONS HAND PULL/BOXES	4	EA	\$ 500	\$ 2,000
SUBTOTAL					\$ 150,400

*updated per HCE letter of 3/31/25

**updated per BHE letter of 4/3/25

TOTAL ALL CONST ITEMS	\$ 1,039,200.00
10% CONTINGENCY	\$ 103,920.00
10% ADDED SECURITY	\$ 114,312.00
TOTAL SECURITY ESTIMATE	\$ 1,257,432.00

202505649

Okay. Jerry Law
4/16/'25

EXHIBIT F
WILL SERVE LETTER FROM BUCKHORN
VALLEY METRO DISTRICT NO. 1

December 5, 2024
Lana Bryce and James Wooldridge
Community Development Director and Planning Director
Town of Gypsum
0050 Lundgren Blvd.
Gypsum, CO 81637

Re: Irrigation Water For "The Village at Buckhorn Valley"
72 SF homes on Parcel L-2 and extension of Blackhawk Road for
±30 SF lots on the south side

Dear Lana and James,

Buckhorn Valley Metropolitan District No.1 (the "District") will provide irrigation water to the 72 small lot single-family homes in the Village and the ±30 single family lots being developed south of Blackhawk Road.

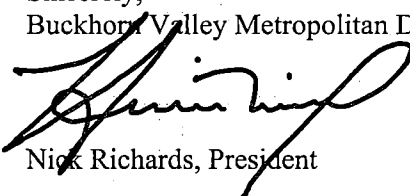
The District has both the water supply and the distribution system and operational capability to provide water to this addition without impact to existing residential landscapes.

Pursuant to District policy, the developer will install the on-site HDPE distribution mains on the back lot lines at the locations, and to the diameter specified by District, and connect to District mains. District will inspect and require pressure testing prior to acceptance for maintenance by District. Fees and charges of the District will be imposed at the then current rates and charges when development occurs.

The District will enforce turf area limitations in accordance with the "Approved Water Plan for Buckhorn Valley", which limits the planted turf areas to ±1,161 SF per DU within your proposed Village of 72 SF homes and 5,000 SF per DU within the SF lots planned for the south side of Blackhawk Road. The District may require you to submit landscape plans for approval of compliance with these plans, and encourages you to install drought-tolerant landscaping wherever possible.

Be aware that there may come a time when climatological conditions and/or regulations at the Town, State, or Federal level reduce the amount of water available to the District to supply the entire BV PUD area. In such a case, all residents may be required to reduce the amount of water needed to maintain their landscaping, and take whatever measures are needed to make such reduction of use. This could include such restrictions as days of irrigation, time of irrigation, and elimination of turf grass areas as may be required by the District to ensure compliance with reduced water consumption rules, regulations, and/or laws.

Sincerely,
Buckhorn Valley Metropolitan District No. 1



Nick Richards, President