

P.O. Box 5540 711 Granite Street Frisco, CO 80443 970.453.7002 www.allen-guerra.com

25 July 2022

Town of Frisco, Colorado . Planning Department Attn: Susan Lee P.O. Box Frisco, CO 80443

In Regards to:

Major Site Plan Review of lot 1 . Royal Mountain Ranch PUD #2 . 80 West Main Street

#### Dear Susan,

Regarding your previous Recommended Actions in your staff report dated 21 July 2022, we have made the following modifications.

- 1) The dumpster enclosure is now located inside the Royal Mountain Ranch PUD's setback. See site plan, landscaping plan and civil plans.
- 2) We will coordinate the on-street parking and recreation path with Public Works. We did shift the recreation path on the drawings. See Civil.
- 3) We reviewed the ADA codes and added one additional ADA parking space. See site plan, landscape and civil.
- 4) We will screen rooftop mechanical with our construction documents, once we verify sizing of that mechanical equipment.
- 5) We will submit the dark sky lighting cut sheets for the building, parking lot and landscape with our construction documents.
- 6) We will execute the deed restriction prior to C.O.
- 7) We modified the snow storage on the landscape plan. It is now 5,412 square feet.
- 8) We modified the minimum plant size in accordance with 180-6.14.4.
- 9) The Civil plans now meet the Town Engineer's requirements.
  - a. The existing bike path is shown relocated in the West Main ROW.
  - b. We added sidewalks/walks and curb/gutter at the on-street parking.
  - c. The plans are hatched to denote which portions of the path are to be reconstructed and which portions are to remain.
  - d. We relocated the driveways and aligned them opposite the driveways across the street.
  - e. Yield signs are noted where the driveways cross the bike path.
- 10) We will work to satisfy the comments of the Town of Frisco Public Works, as they get them to us.
- 11) We will work to satisfy the comments of Summit Fire and EMS, as they get them to us.

We also now have (2) two-bedroom and (2) 1 bedroom deed restricted affordable housing units.

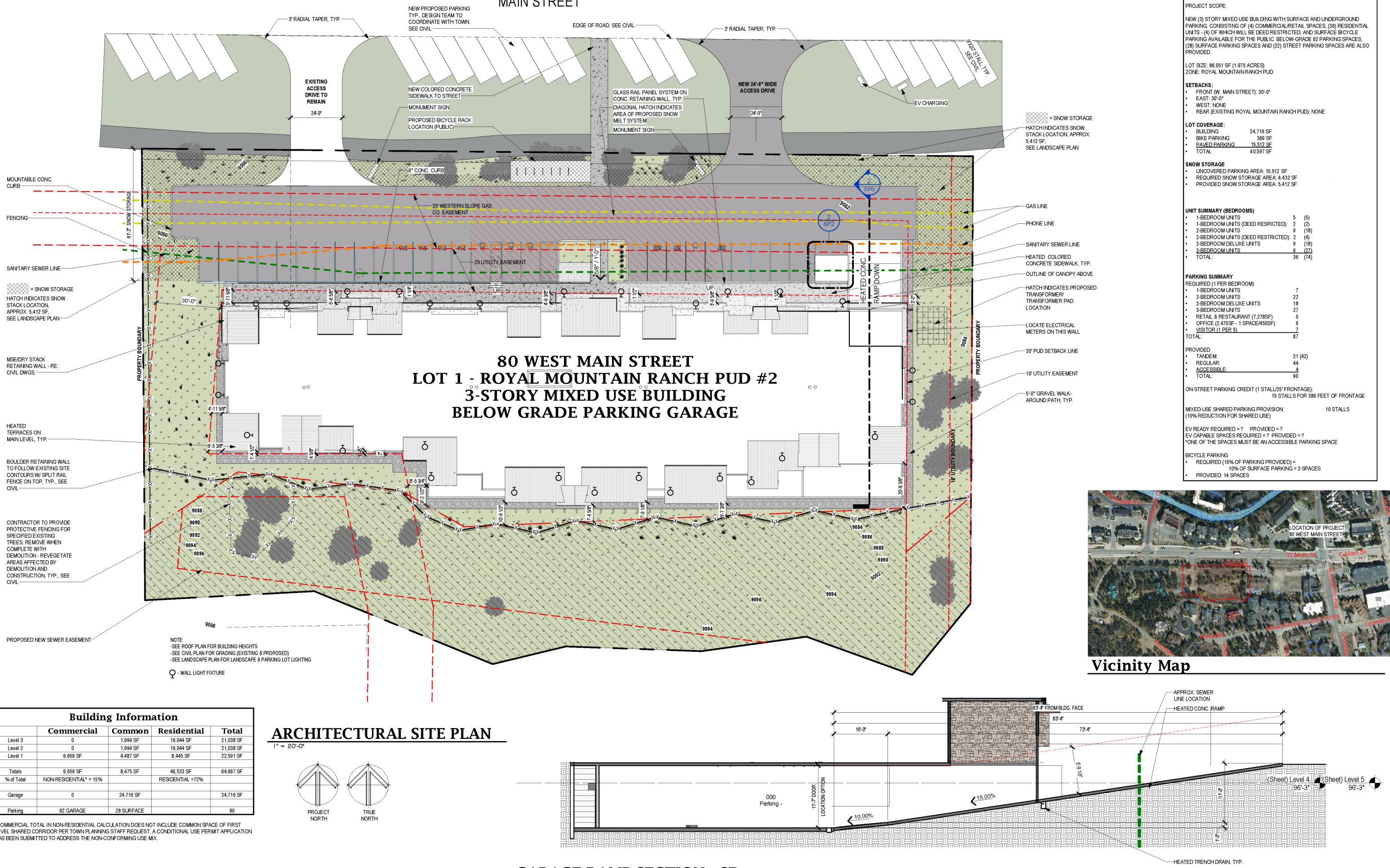
Please let us know if you need anything further for your review.

We appreciate your time!

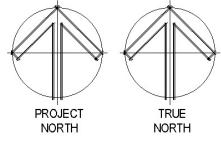
Sincerely,

pane (CC

Suzanne Allen Sabo President, Allen-Guerra Architecture



	<b>Building Information</b>				
	Commercial	Common	Residential	Total	
Level 3	0	1,994 SF	19,044 SF	21,038 SF	
Level 2	0	1,994 SF	19,044 SF	21,038 SF	
Level 1	9,659 SF	4,487 SF	8,445 SF	22,591 SF	
Totals	9,659 SF	8,475 SF	46,533 SF	64,667 SF	
% of Total	NON-RESIDENTIAL* = 15%		RESIDENTIAL =72%		
Garage	0	24,716 SF		24,716 SF	
Parking	62 GARAGE	28 SURFACE		90	



# SITE PLAN

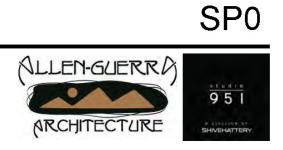
# 9097 FLATS - NEW MULTI-FAMILY / COMMERCIAL BUILDING

#### **GARAGE RAMP SECTION - SD** |*|*∂" = ↓'-0"

MAIN STREET

	PROJECT SUMMARY
	PROJECT SCOPE:
	NEW (3) STORY MIXED USE BUILDING WITH SURFACE AND UNDERGROUND PARKING, CONSISTING OF (4) COMMERCIAL/RETAIL SPACES, (36) RESIDENTIAL UNITS - (4) OF WHICH WILL BE DEED RESTRICTED, AND SURFACE BICYCLE PARKING AVAILABLE FOR THE PUBLIC. BELOW-GRADE 62 PARKING SPACES, (28) SURFACE PARKING SPACES AND (22) STREET PARKING SPACES ARE ALSO PROVIDED.
	LOT SIZE: 86,051 SF (1.975 ACRES) ZONE: ROYAL MOUNTAIN RANCH PUD
= SNOW STORAGE HATCH INDICATES SNOW STACK LOCATION, APPROX. 5,412 SF, SEE LANDSCAPE PLAN	SETBACKS:         • FRONT (W. MAIN STREET): 30'-0"         • EAST: 30'-0"         • WEST: NONE         • REAR (EXISTING ROYAL MOUNTAIN RANCH PUD): NONE         LOT COVERAGE:         • BUILDING       24,716 SF         • BIKE PARKING       369 SF         • TOTAL       40,597 SF
	<ul> <li>SNOW STORAGE</li> <li>UNCOVERED PARKING AREA: 15,512 SF</li> <li>REQUIRED SNOW STORAGE AREA: 4,432 SF</li> <li>PROVIDED SNOW STORAGE AREA: 5,412 SF</li> </ul>
-GAS LINE	UNIT SUMMARY (BEDROOMS)
-PHONE LINE	1-BEDROOM UNITS 5 (5)     1-BEDROOM UNITS (DEED RESRICTED): 2 (2)     2-BEDROOM UNITS 9 (18)     2-BEDROOM UNITS (DEED RESTRICTED): 2 (4)
-SANITARY SEWER LINE -HEATED COLORED	2-BEDROOM DELUXE UNITS     9     (18) <u>3-BEDROOM UNITS     9     (27)     TOTAL:     36     (74) </u>
CONCRETE SIDEWALK, TYP. -OUTLINE OF CANOPY ABOVE	
-HATCH INDICATES PROPOSED TRANSFORMER/ TRANSFORMER PAD LOCATION -LOCATE ELECTRICAL METERS ON THIS WALL	PARKING SUMMARY         REQUIRED (1 PER BEDROOM)         • 1-BEDROOM UNITS         • 2-BEDROOM UNITS         • 2-BEDROOM DELUXE UNITS         • 3-BEDROOM UNITS         • 3-BEDROOM UNITS         • 0FFICE (2,475SF - 1 SPACE/450SF)         • VISITOR (1 PER 5)
	TOTAL: 87
-30' PUD SETBACK LINE	PROVIDED           • TANDEM:         21 (42)           • REGULAR:         44
-10' UTILITY EASEMENT	ACCESSIBLE: 4     TOTAL: 90
-5'-0" GRAVEL WALK- AROUND PATH, TYP.	ON-STREET PARKING CREDIT (1 STALL/25' FRONTAGE): 15 STALLS FOR 386 FEET OF FRONTAGE
	MIXED-USE SHARED PARKING PROVISION: 10 STALLS (10% REDUCTION FOR SHARED USE)
	EV READY REQUIRED = ? PROVIDED = ? EV CAPABLE SPACES REQUIRED = ? PROVIDED = ? *ONE OF THE SPACES MUST BE AN ACCESSIBLE PARKING SPACE
	BICYCLE PARKING • REQUIRED (10% OF PARKING PROVIDED) = 10% OF SURFACE PARKING = 3 SPACES • PROVIDED: 14 SPACES





07/25/22

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S-315	S-307	S-306	S-305
315	307	306	305
315	307	306	305

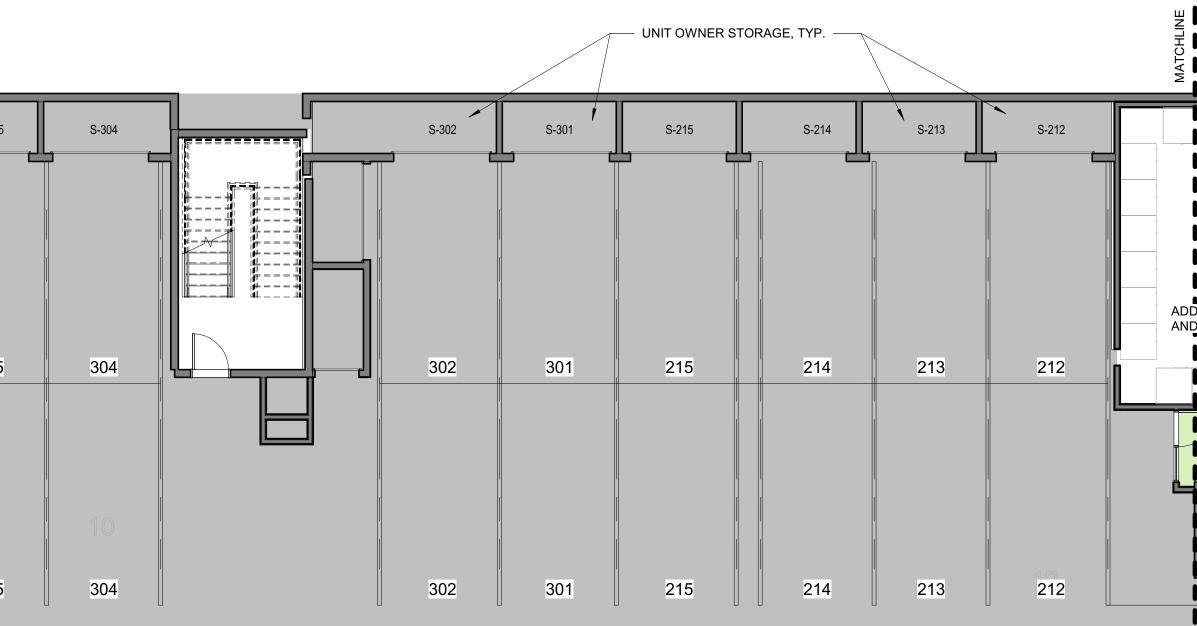


1 Garage Level

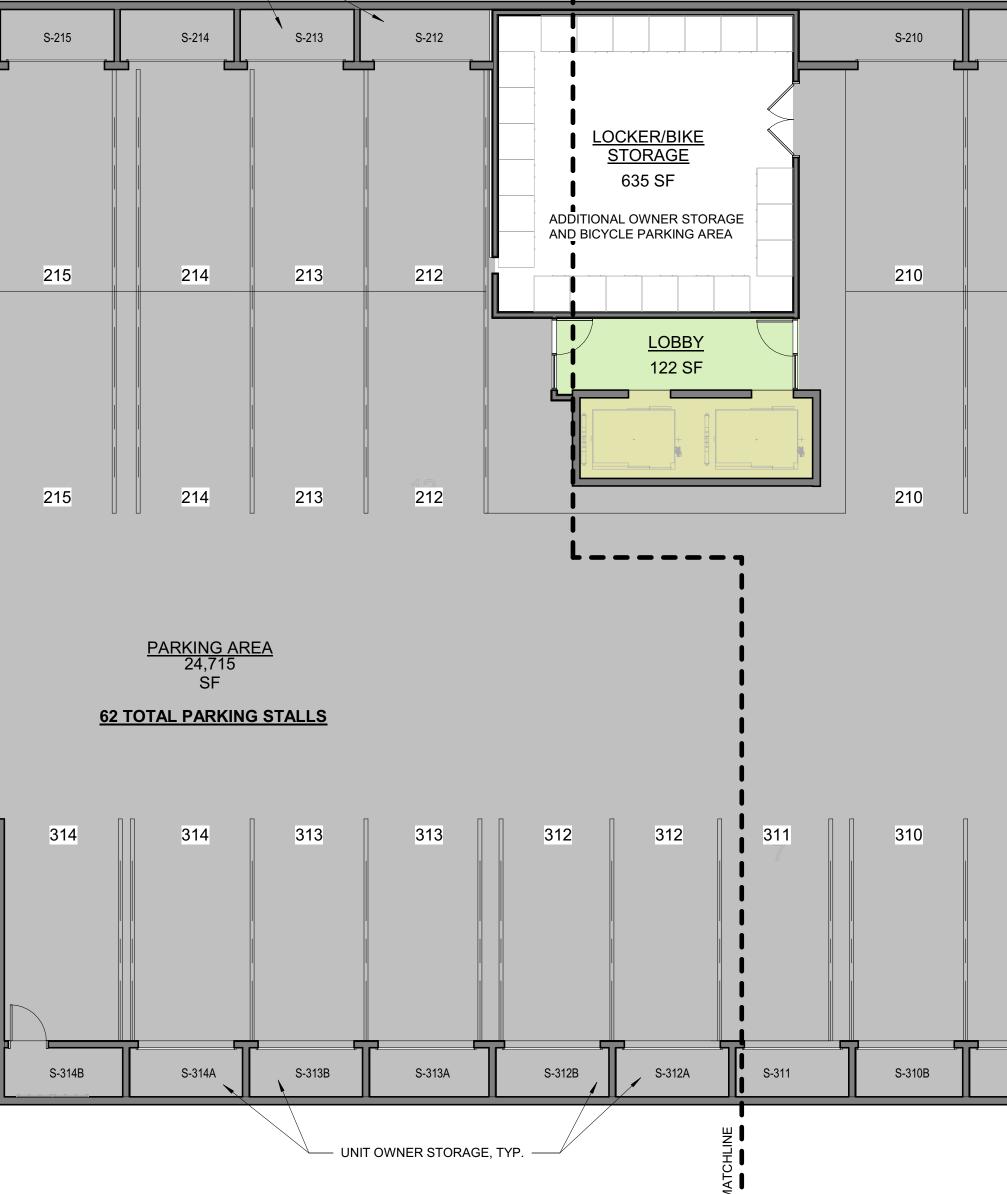
	Building Information				
	Commercial	Common	Residential	Total	
Level 3	0	2,516 SF	19,022 SF	21,538 SF	
Level 2	0	2,516 SF	19,022 SF	21,538 SF	
Level 1	9,662 SF	4,609 SF	7,293 SF	21,564 SF	
Totals	9,662 SF	9,641 SF	45,337 SF	64,640 SF	
% of Total	NON-RESIDENTIAL* = 17.6%		RESIDENTIAL =82.4%		
Garage	0	24,715 SF		24,716 SF	
Parking	62 GARAGE	28 SURFACE		90	

\*COMMERCIAL TOTAL IN NON-RESIDENTIAL CALCULATION DOES NOT INCLUDE COMMON SPACE OF FIRST LEVEL SHARED CORRIDOR PER TOWN PLANNING STAFF REQUEST. A CONDITIONAL USE PERMIT APPLICATION HAS BEEN SUBMITTED TO ADDRESS THE NON-CONFORMING USE MIX.

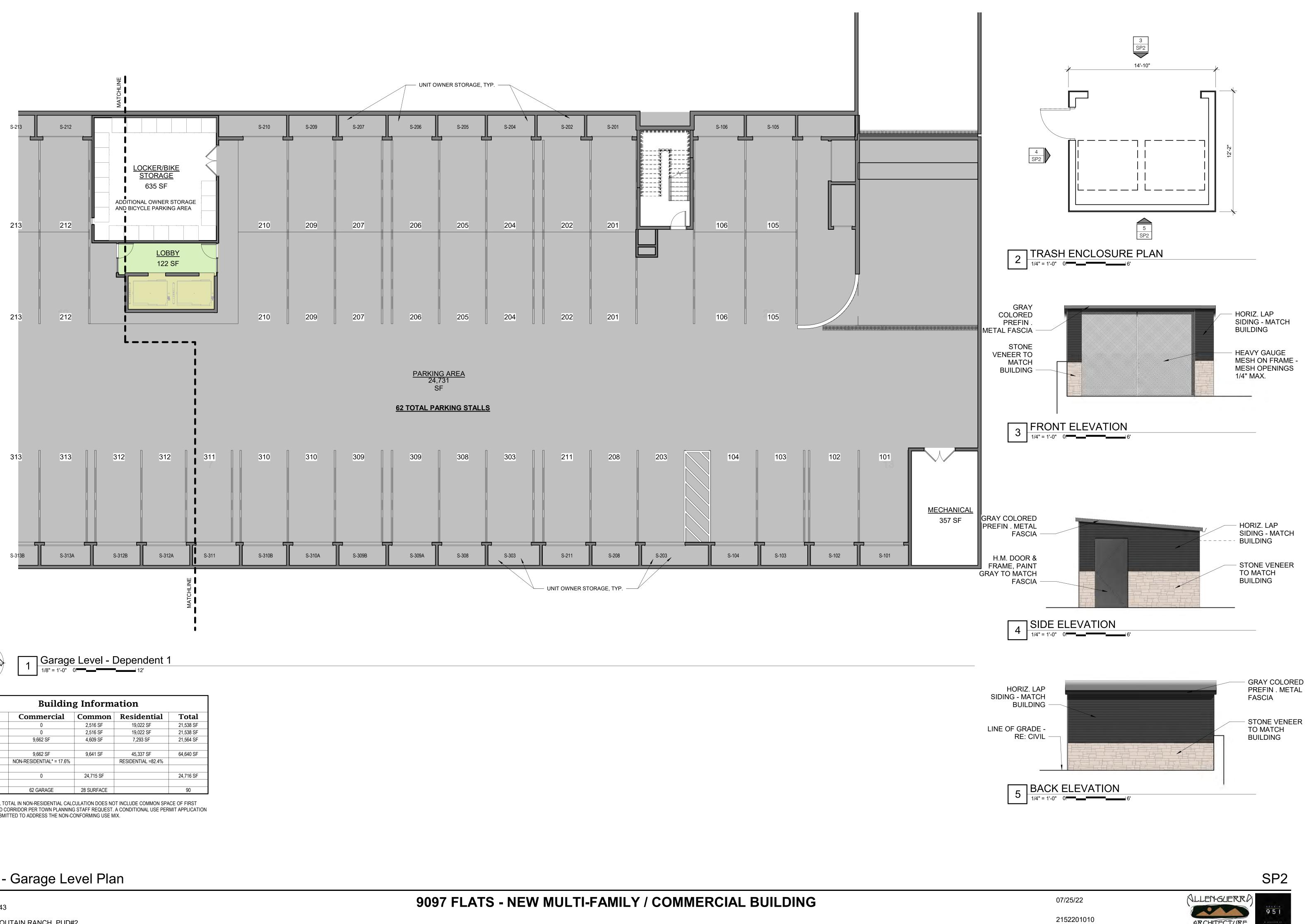
# Planning - Garage Level Plan







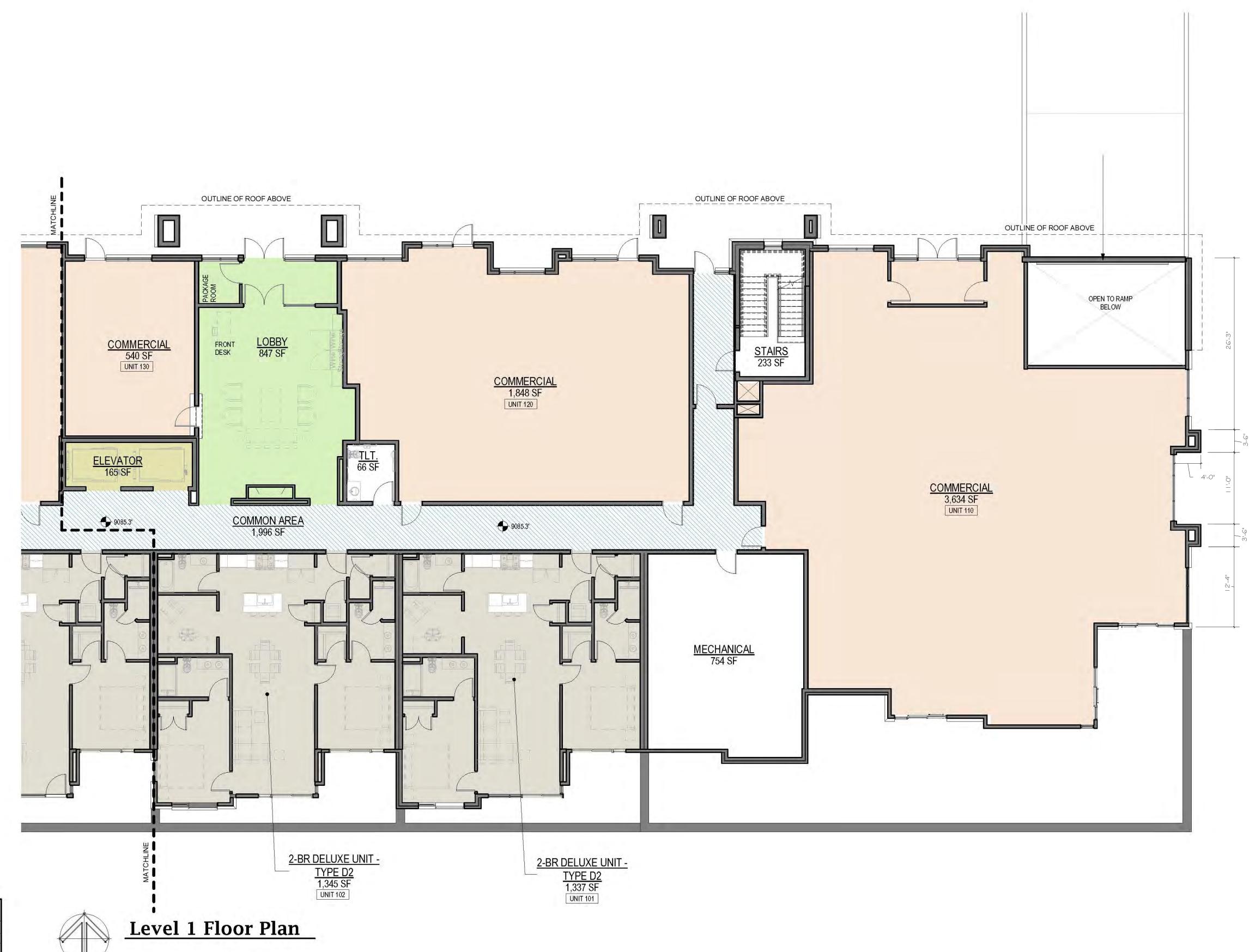




Building Information				
	Commercial	Common	Residential	Total
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# Planning - Garage Level Plan

RCHITECT

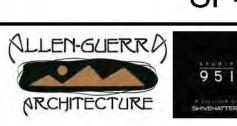


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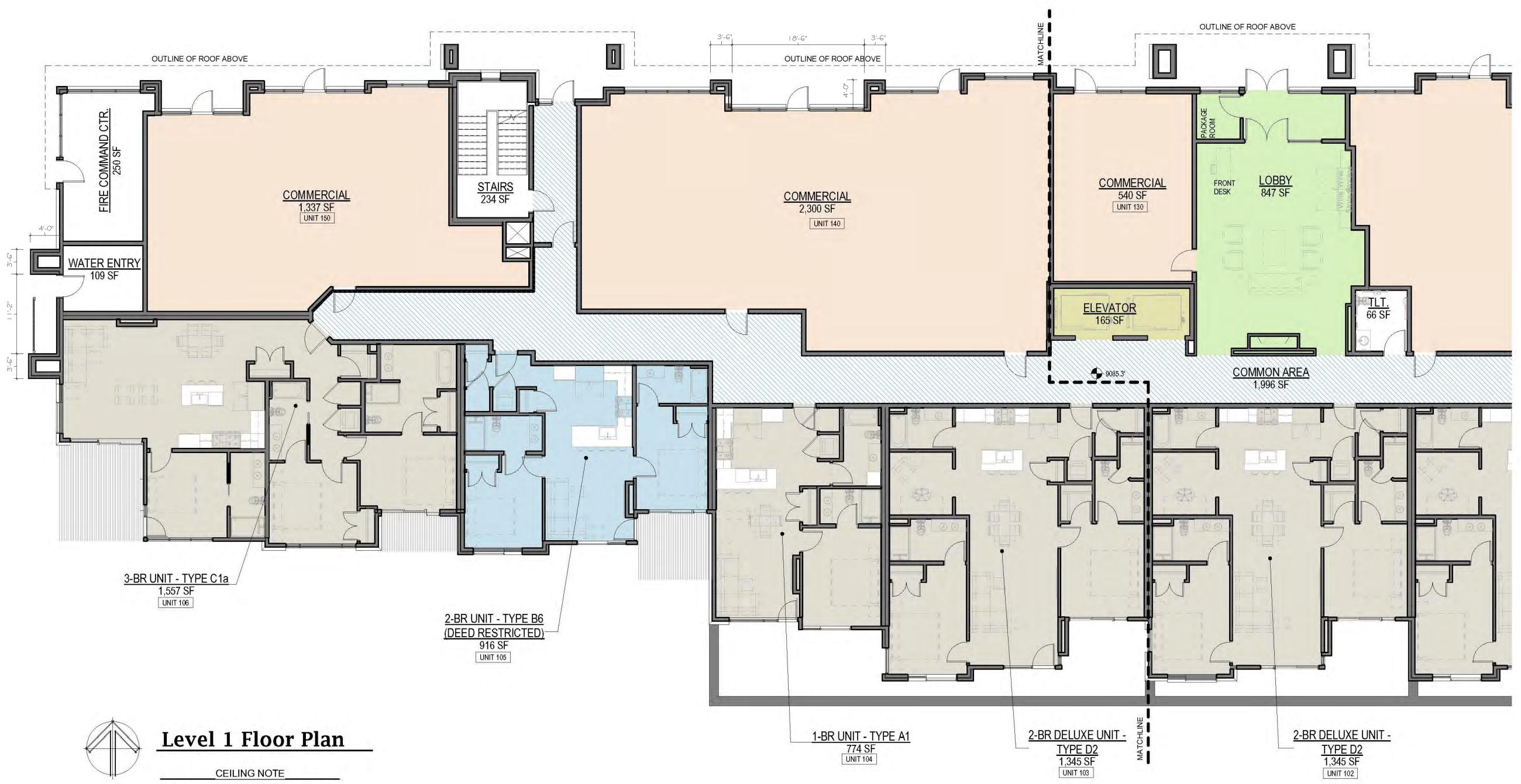
# Planning - Level 1 Floor Plan

1. CEILINGS ON THIS GROUND FLOOR SHALL HAVE A 10'-0" MINIMUM HEIGHT

CEILING NOTE



05/23/22 2152201010 SP4



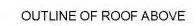


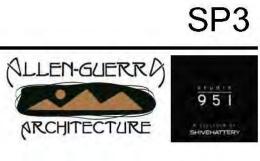
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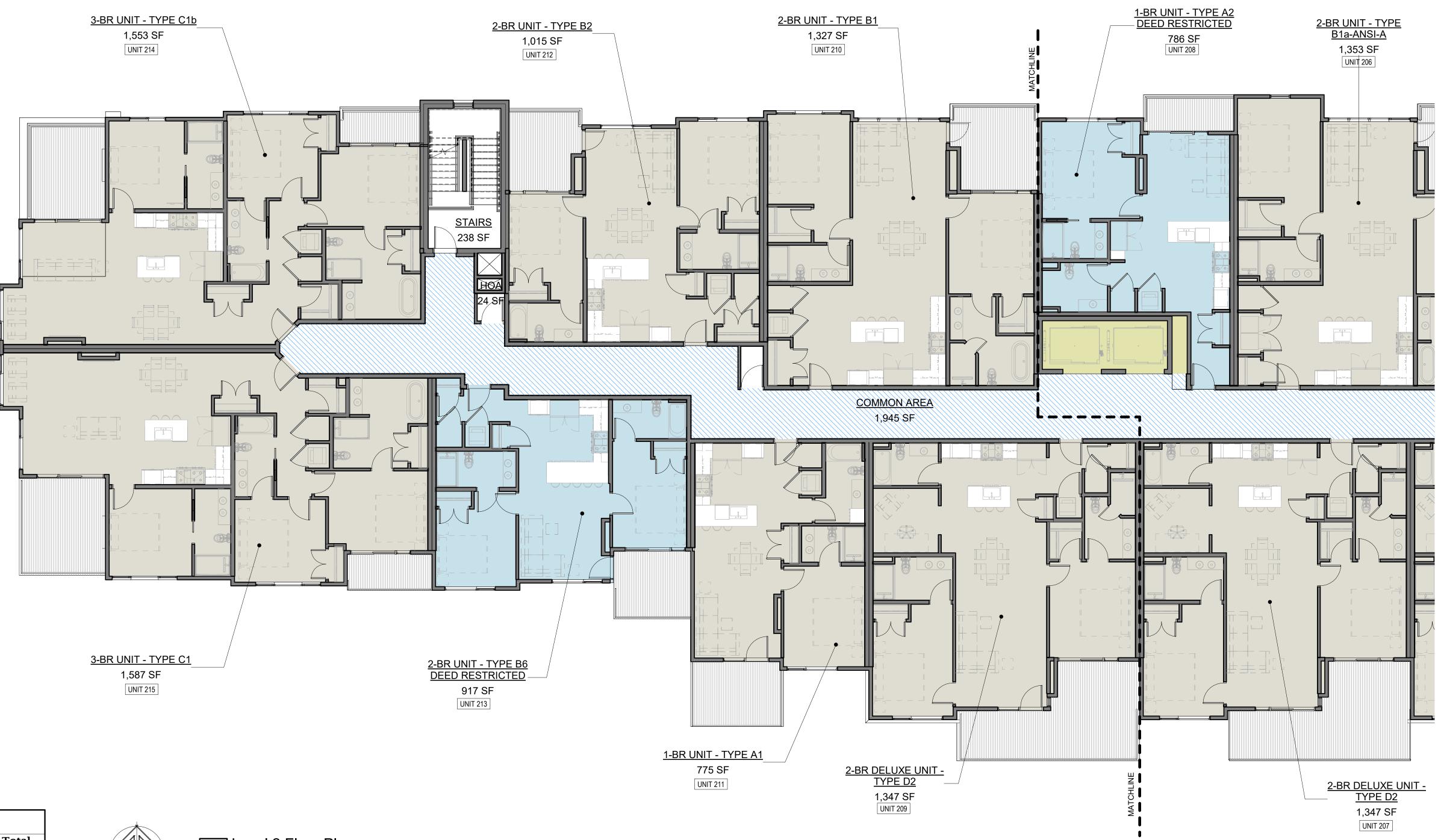
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# Planning - Level 1 Floor Plan





06/15/2022 2152201010



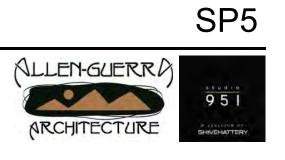
<b>Building Information</b>				
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1 Level 2 Floor Plan

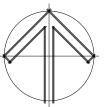
\*COMMERCIAL TOTAL IN NON-RESIDENTIAL CALCULATION DOES NOT INCLUDE COMMON SPACE OF FIRST LEVEL SHARED CORRIDOR PER TOWN PLANNING STAFF REQUEST. A CONDITIONAL USE PERMIT APPLICATION HAS BEEN SUBMITTED TO ADDRESS THE NON-CONFORMING USE MIX.

# Planning - Level 2 Floor Plan





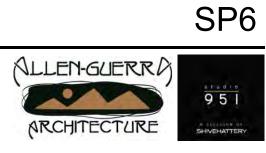
<b>Building Information</b>				
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Parking	62 GARAGE	28 SURFACE		90

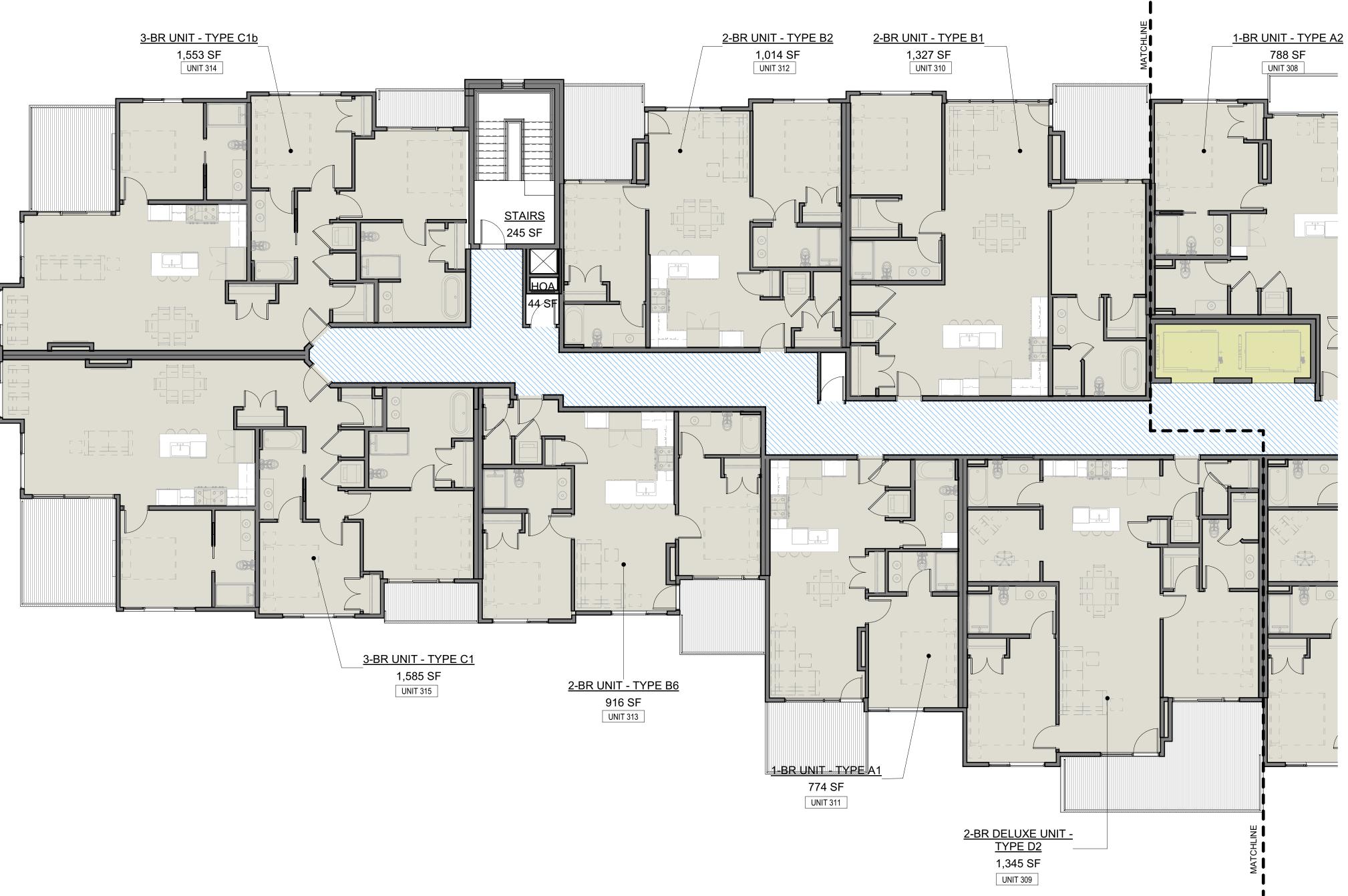


Level 2 Floor Plan

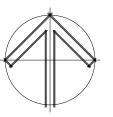
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# Planning - Level 2 Floor Plan



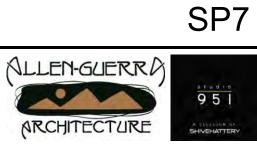


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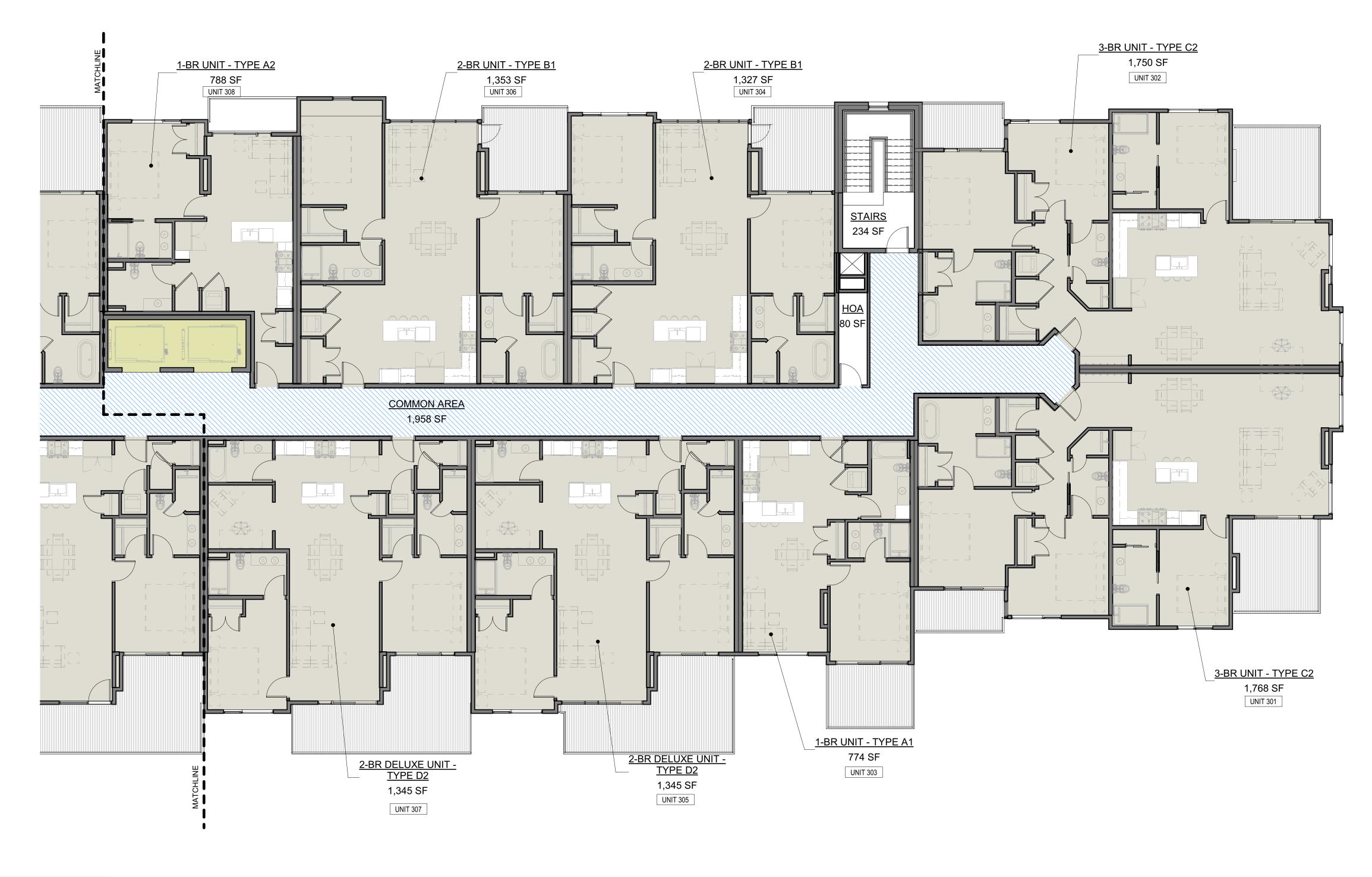




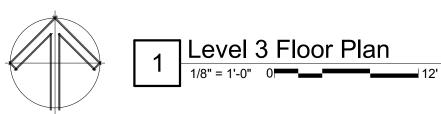
# Planning - Level 3 Floor Plan



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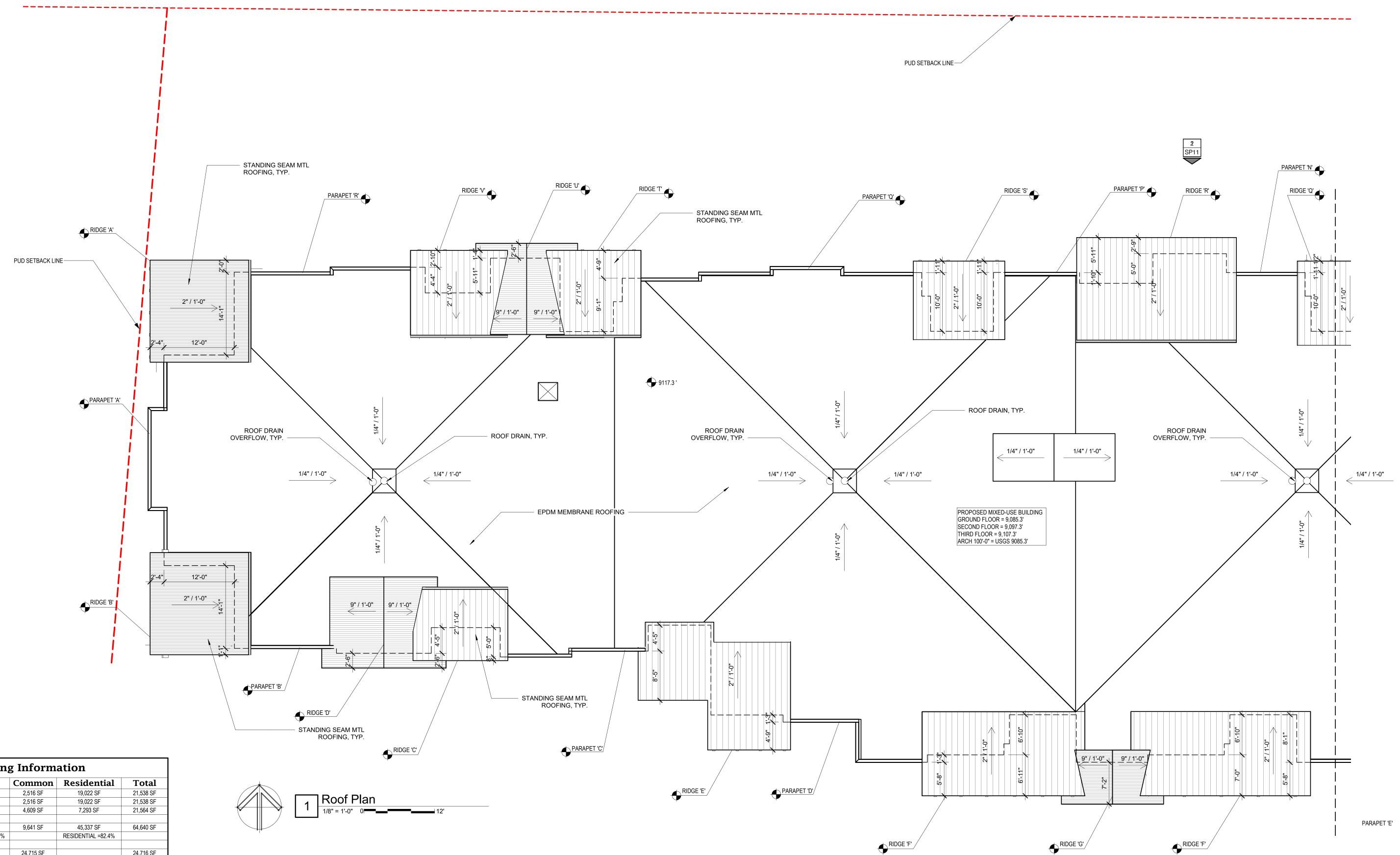
<b>Building Information</b>				
	Commercial	Common	Residential	Total
Level 3	0	2,516 SF	19,022 SF	21,538 SF
Level 2	0	2,516 SF	19,022 SF	21,538 SF
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Totals	9,662 SF	9,641 SF	45,337 SF	64,640 SF
% of Total	NON-RESIDENTIAL* = 17.6%		RESIDENTIAL =82.4%	
Garage	0	24,715 SF		24,716 SF
Parking	62 GARAGE	28 SURFACE		90



# Planning - Level 3 Floor Plan







Building Information				
	Commercial	Common	Residential	Total
Level 3	0	2,516 SF	19,022 SF	21,538 SF
Level 2	0	2,516 SF	19,022 SF	21,538 SF
Level 1	9,662 SF	4,609 SF	7,293 SF	21,564 SF
Totals	9,662 SF	9,641 SF	45,337 SF	64,640 SF
% of Total	NON-RESIDENTIAL* = 17.6%		RESIDENTIAL =82.4%	
Garage	0	24,715 SF		24,716 SF
Parking	62 GARAGE	28 SURFACE		90

# Planning - Roof Plan

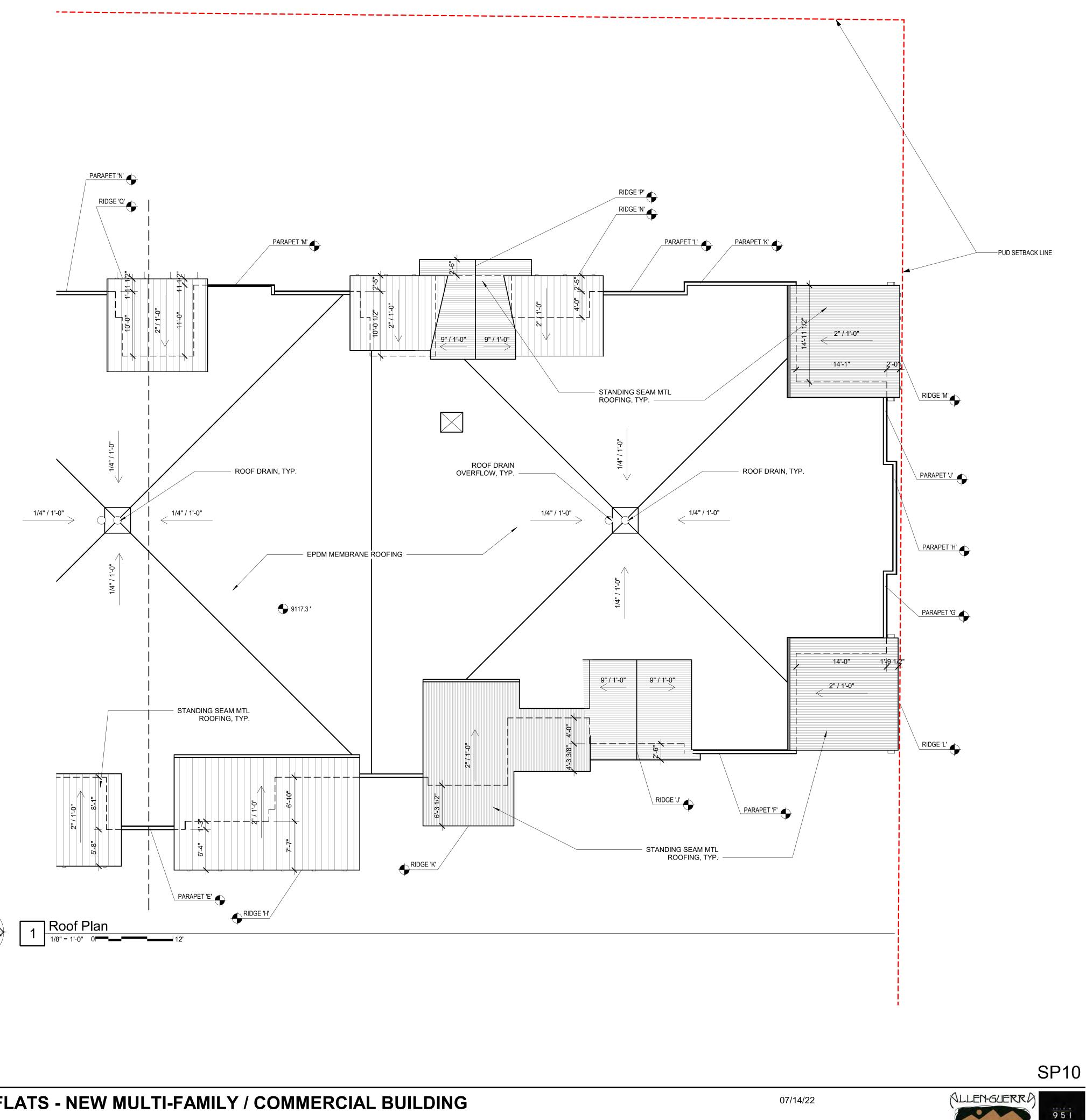
SP9 ALLEN-GUERRA RCHITECT

<b>ROOF HEIGHT CALCULATIONS - PARAPETS</b>							
PARAPET POINT	NAT GRADE ELEV	PROPOSED GRADE	ROOF ELEVATION	MEASURED FROM	HEIGHT		
A	9086.7'	9085.3'	9119.8'	PROPOSED GRADE	34.5'		
В	9086.0'	9085.3'	9119.8'	PROPOSED GRADE	34.5'		
С	9083.8'	9085.3'	9118.8'	PROPOSED GRADE	33.5'		
D	9085.8'	9085.3'	9120.3'	PROPOSED GRADE	35.0'		
E	9084.0'	9085.3'	9118.8'	NATURAL GRADE	34.8'		
F	9083.0'	9085.3'	9117.5'	NATURAL GRADE	34.5'		
G	9082.6'	9085.3'	9117.3'	NATURAL GRADE	34.7'		
Н	9082.7'	9085.3'	9117.3'	NATURAL GRADE	34.6'		
J	9082.4'	9085.3'	9117.3'	NATURAL GRADE	34.9'		
К	9082.4'	9085.3'	9117.3'	NATURAL GRADE	34.9'		
L	9082.4'	9085.3'	9117.3'	NATURAL GRADE	34.9'		
М	9083.0'	9085.3'	9117.8'	NATURAL GRADE	34.8'		
Р	9084.3'	9085.3'	9119.3'	NATURAL GRADE	35.0'		
Q	9084.7'	9085.3'	9120.3'	PROPOSED GRADE	35.0'		
R	9086.0'	9085.3'	9118.1'	PROPOSED GRADE	32.8'		

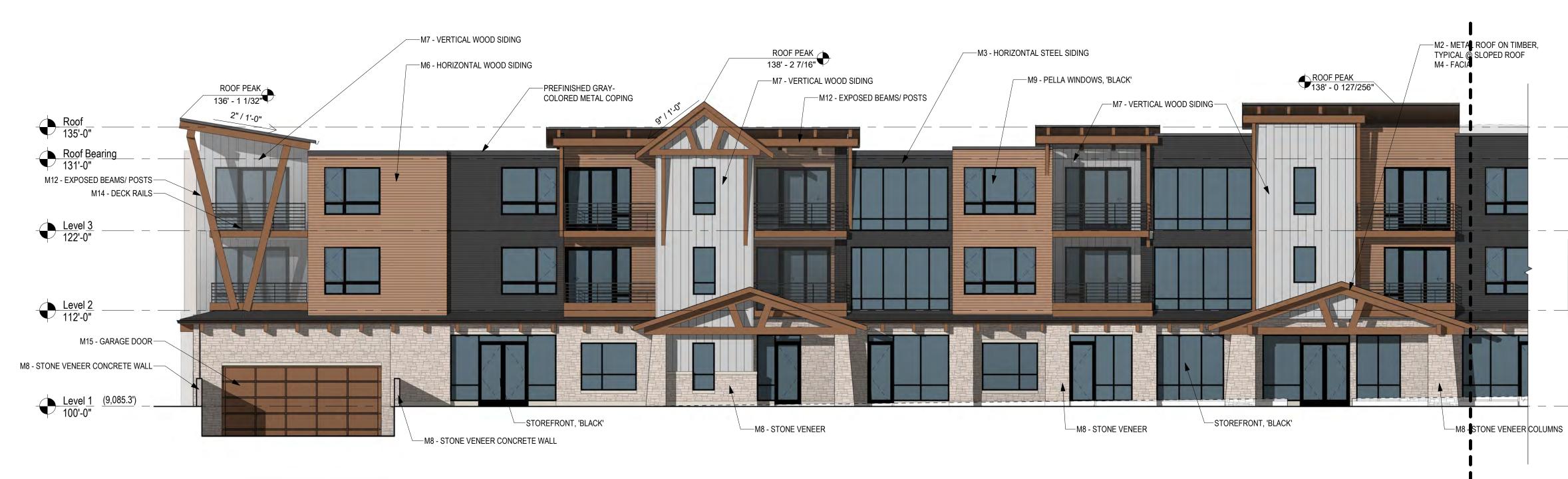
	RO	OF HEIGHT CALC	ULATIONS - RIDG	E	
RIDGE POINT	NAT GRADE ELEV	PROPOSED GRADE	ROOF ELEVATION	MEASURED FROM	HEIGHT
А	9086.7'	9085.3'	9121.4'	PROPOSED GRADE	36.1'
В	9086.5'	9085.3'	9121.4'	PROPOSED GRADE	36.1'
С	9086.0'	9085.3'	9121.4'	PROPOSED GRADE	36.1'
D	9086.0'	9085.3'	9124.2'	PROPOSED GRADE	38.9'
E	9086.0'	9085.3'	9121.3'	PROPOSED GRADE	36.0'
F	9086.0'	9085.3'	9120.8'	PROPOSED GRADE	35.5'
G	9085.0'	9085.3'	9124.3'	NATURAL GRADE	39.3'
Н	9084.8'	9085.3'	9121.8'	NATURAL GRADE	37.0'
J	9083.5'	9085.3'	9124.3'	NATURAL GRADE	40.8'
К	9083.4'	9085.3'	9121.3'	NATURAL GRADE	37.9'
L	9083.0'	9085.3'	9121.3'	NATURAL GRADE	38.3'
М	9082.7'	9085.3'	9121.3'	NATURAL GRADE	38.6'
Ν	9082.4'	9085.3'	9120.3'	NATURAL GRADE	37.9'
Р	9082.7'	9085.3'	9123.3'	NATURAL GRADE	40.6'
Q	9083.2'	9085.3'	9120.3'	NATURAL GRADE	37.1'
R	9084.0'	9085.3'	9123.3'	NATURAL GRADE	39.3'
S	9084.5'	9085.3'	9120.4'	NATURAL GRADE	35.9'
Т	9085.3'	9085.3'	9121.1'	PROPOSED GRADE	35.8'
U	9085.5'	9085.3'	9123.4'	PROPOSED GRADE	38.1'
V	9085.7'	9085.3'	9121.1'	PROPOSED GRADE	35.8'

<b>Building Information</b>						
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# Planning - Roof Plan



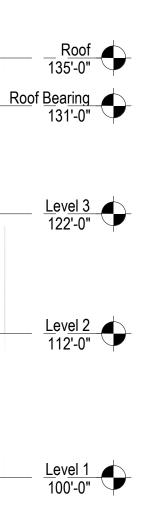
ARCHITECT

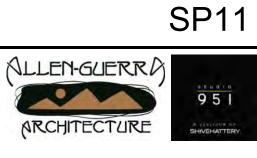


NORTH ELEVATION (FRONT) - PLANNING



# Planning - Elevations





07/14/22

2152201010

LOT 1, ROYAL MOUTAIN RANCH, PUD#2

80 W. MAIN ST. FRISCO, CO 80443

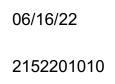
# SOUTH ELEVATION (REAR) - PLANNING 1/8" = 1'-0" 0

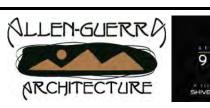


# 2 SOUTH ELEVATION (REAR) - PLANNING



# 9097 FLATS - NEW MULTI-FAMILY / COMMERCIAL BUILDING





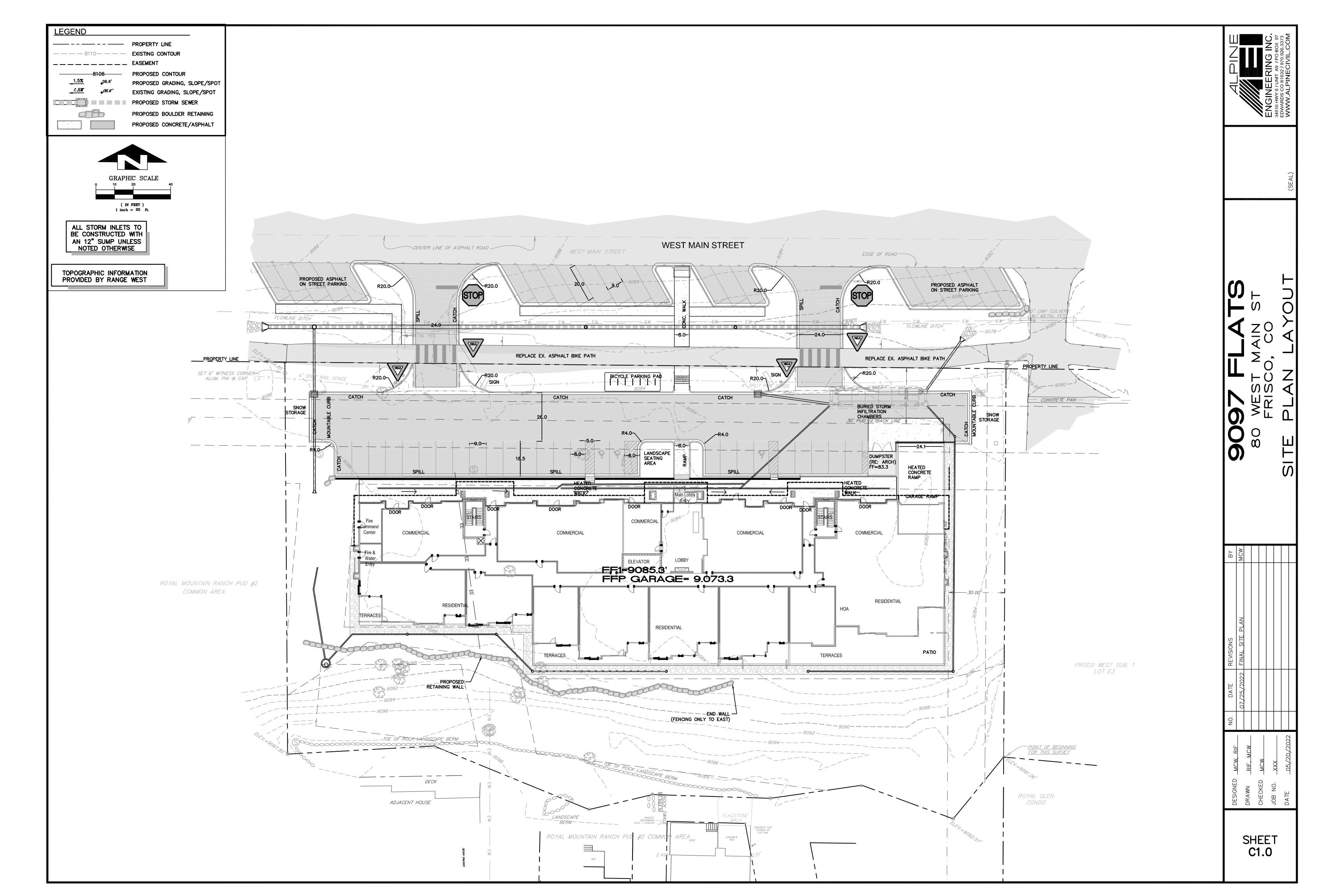
## SP12

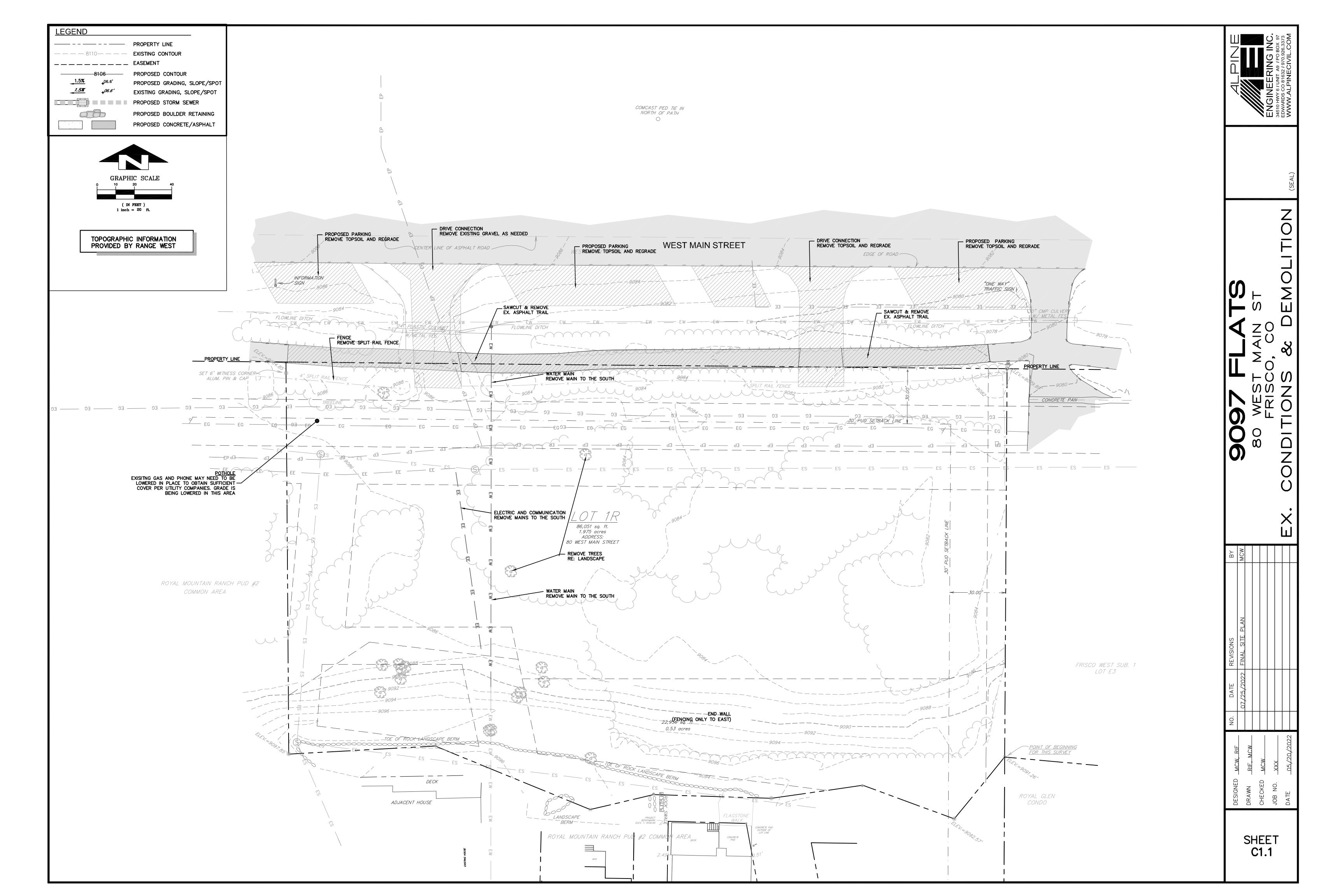


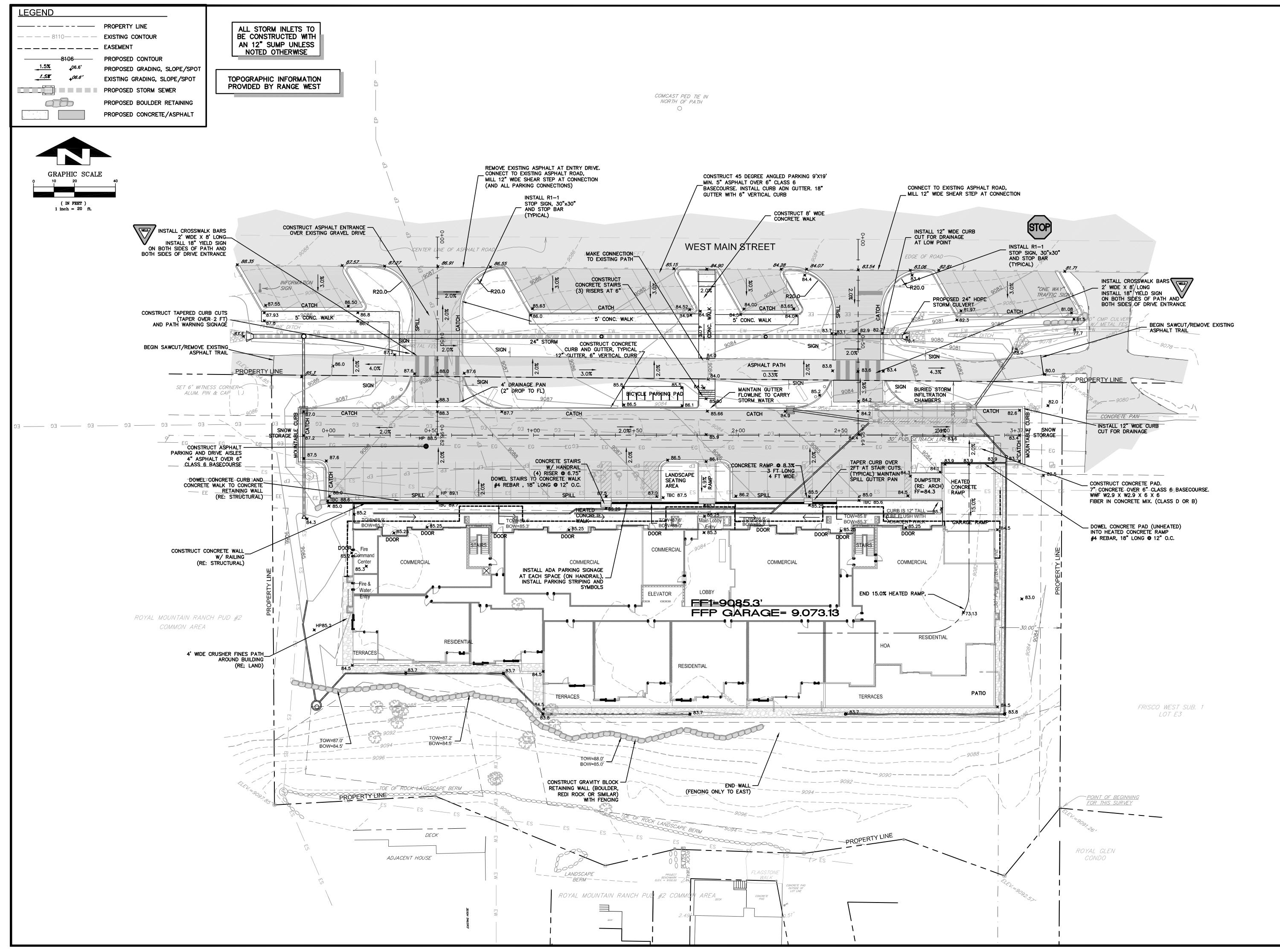
# Planning - Elevations



ALLEN-GUERRD ARCHITECTURE

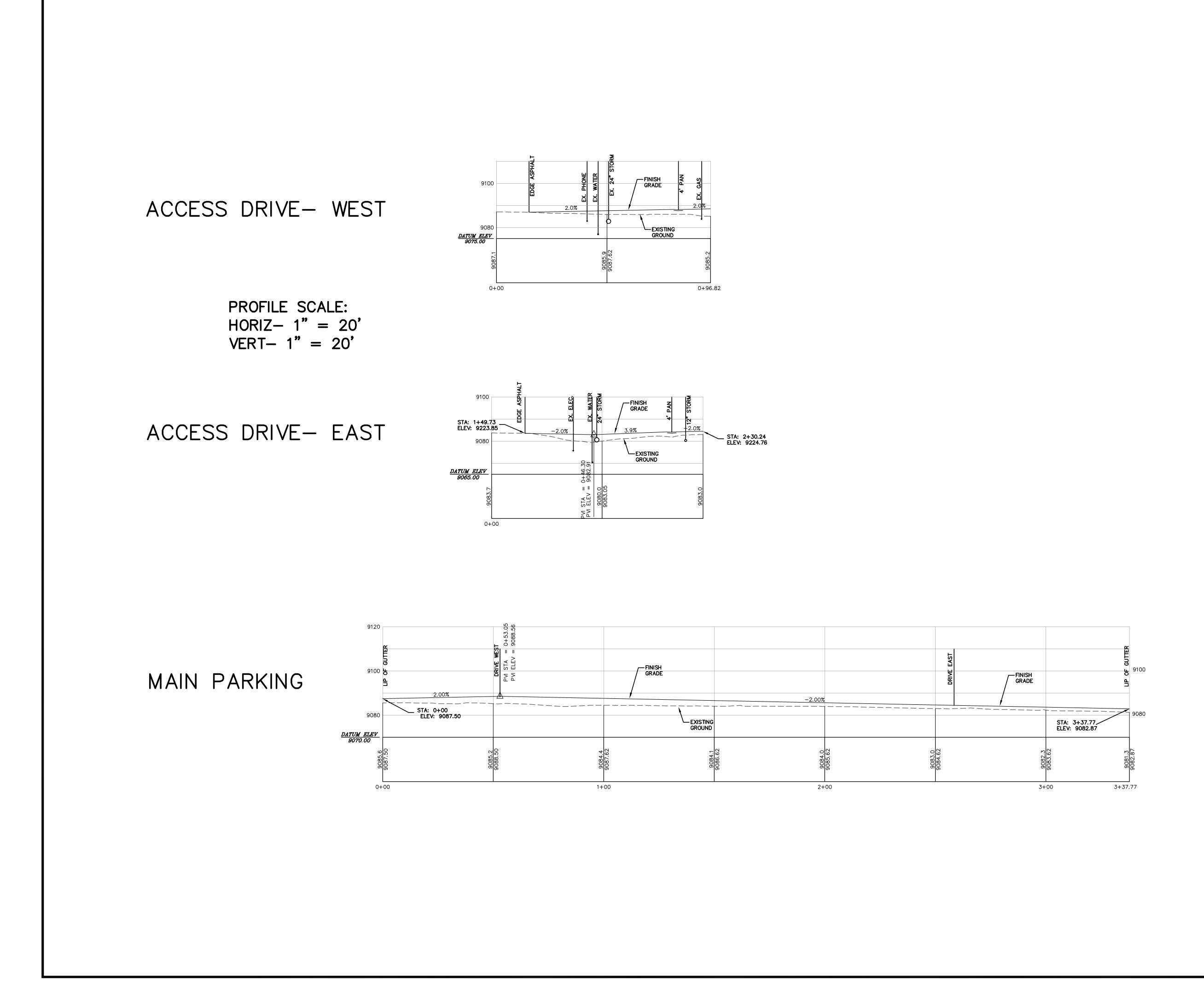






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> SHEET C2.0





(SEAL)

# ROAD PROFILES

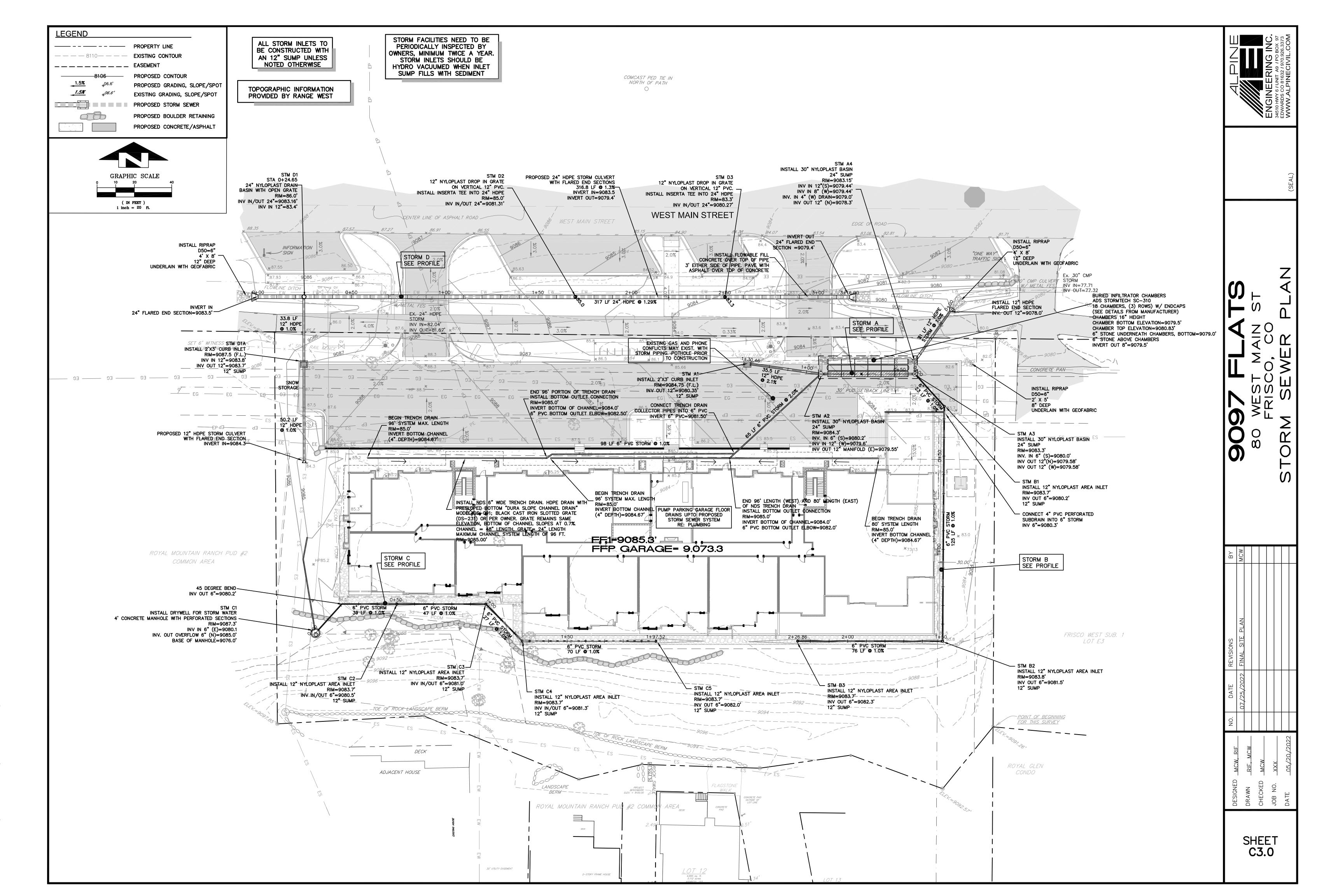
80 WEST MAIN

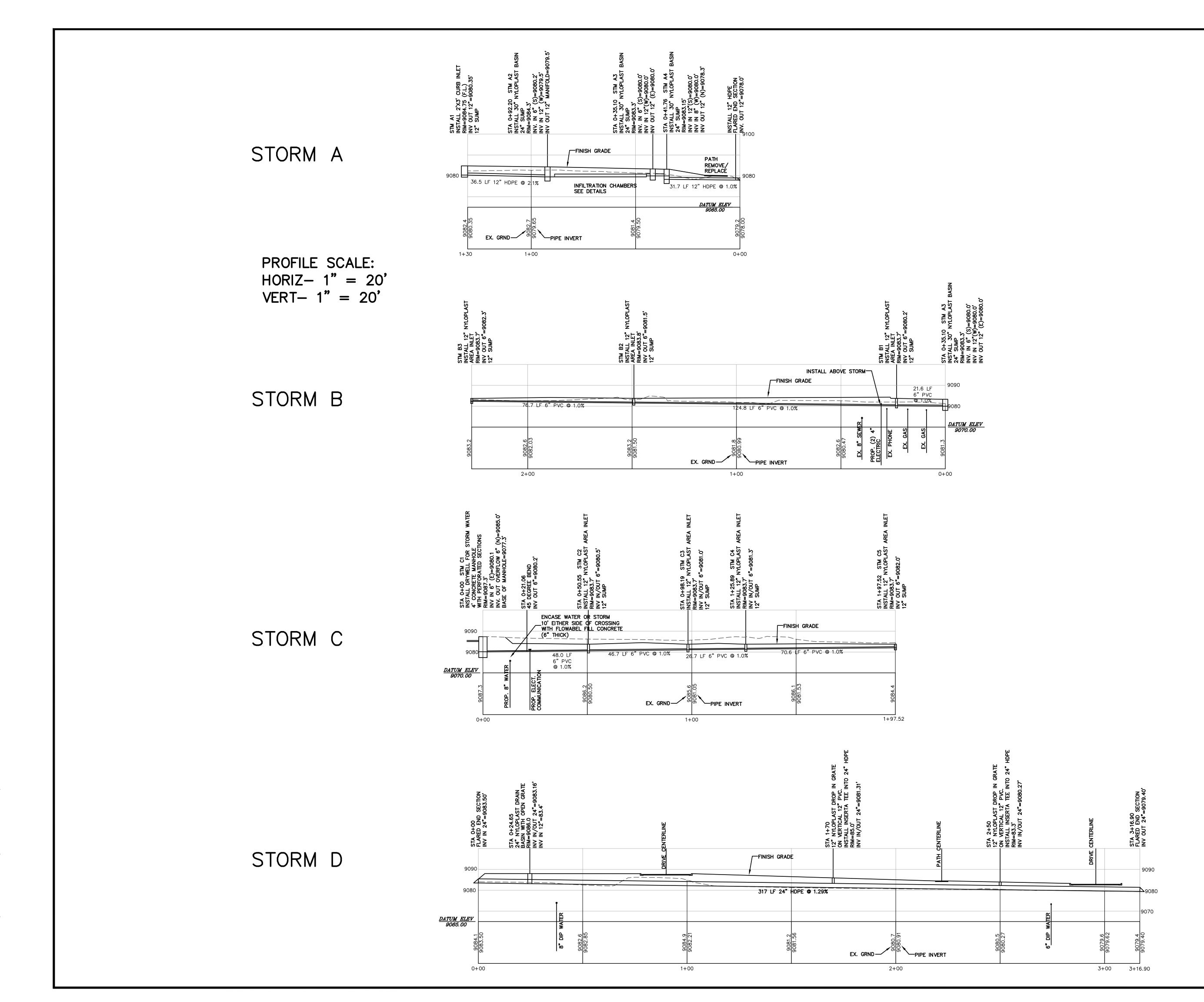
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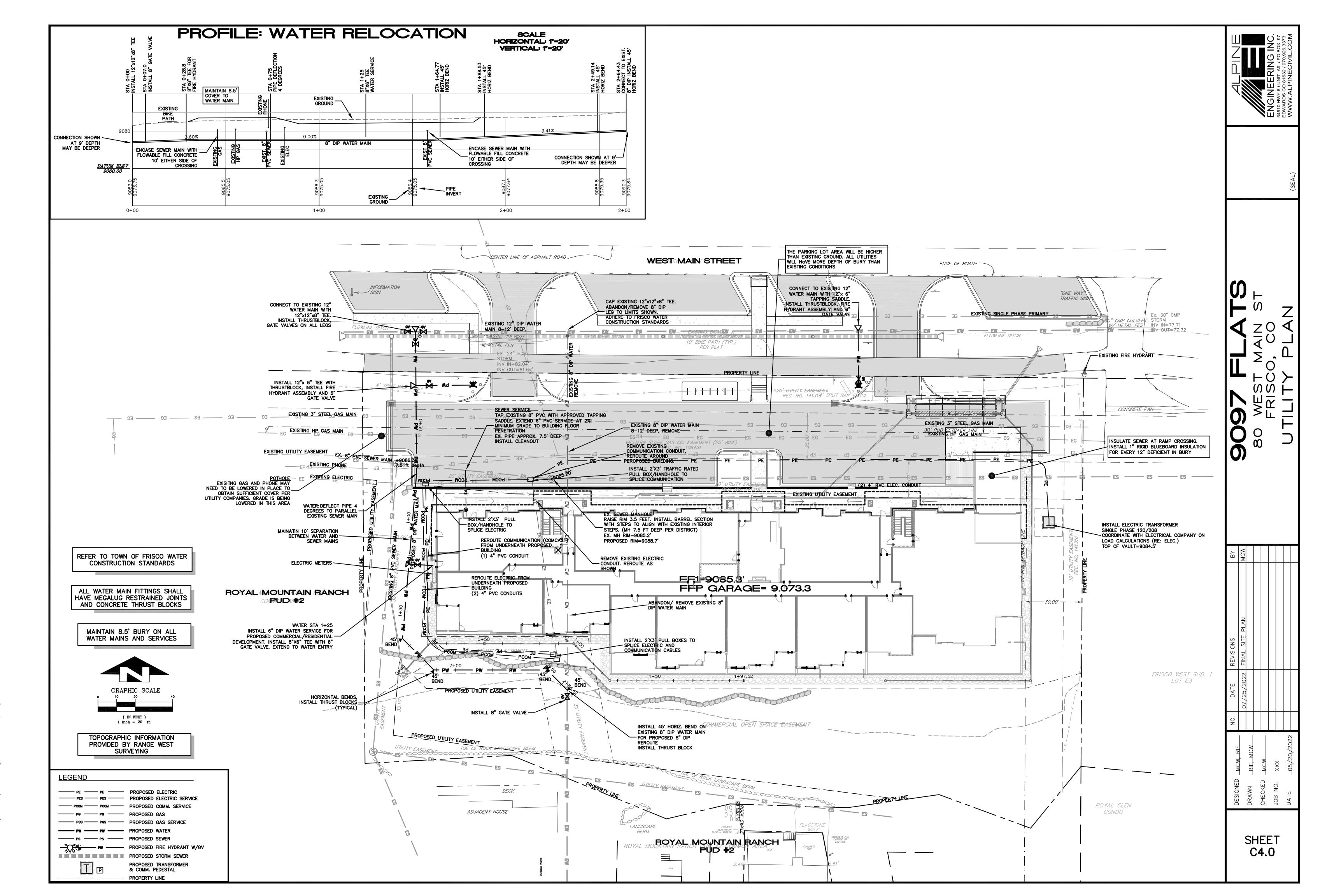
	DESIGNED	MCW RIF	NO.	DATE	REVISIONS	BΥ
				07/25/2022	FINAL SITE PLAN	MCW
	DRAWN	RIF, MCW		, ,		
	CHECKED	MCW				
-		XXX				
	DATE	05 /20 /2022				

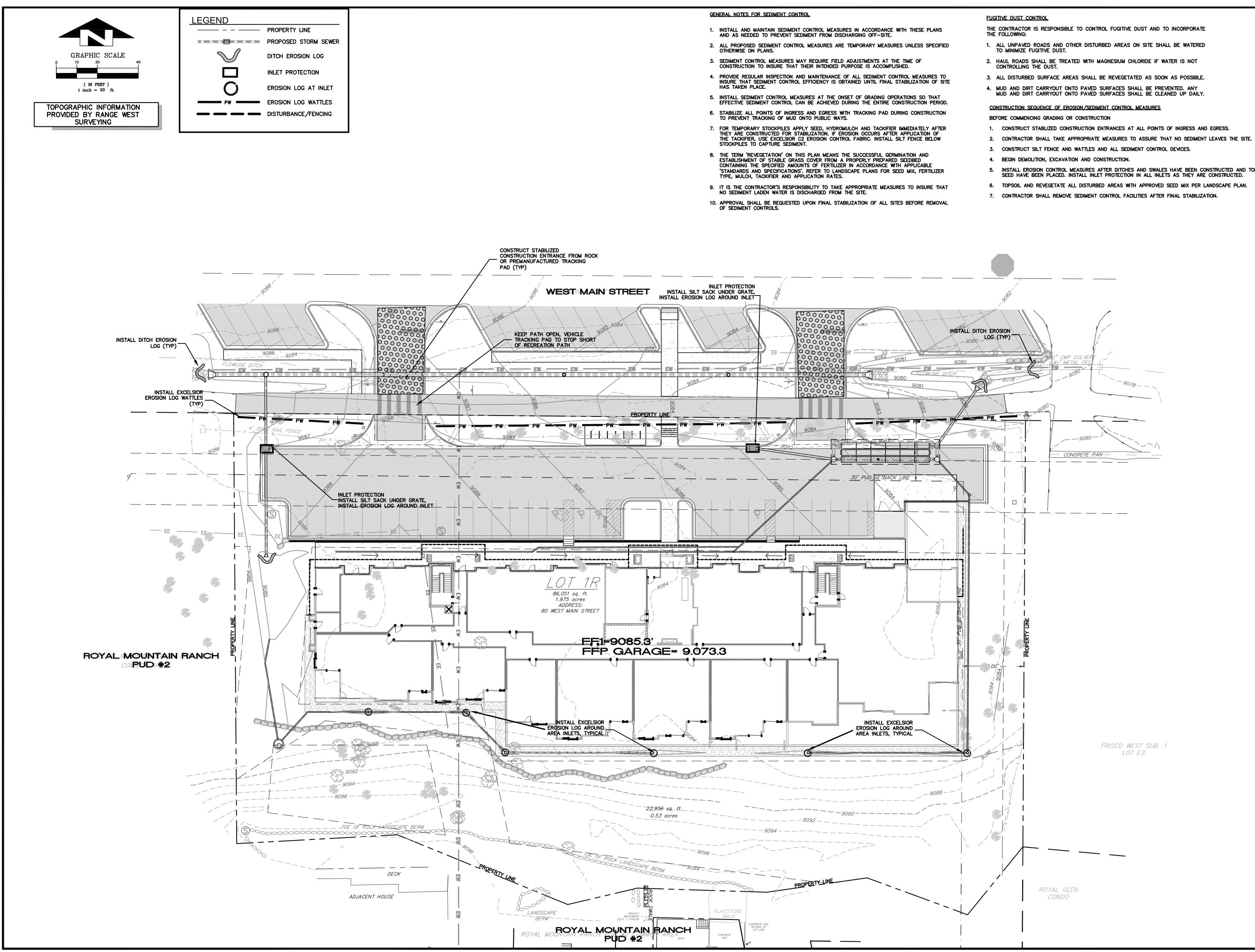
SHEET C2.1





				ENGINEERING INC.	34510 HWY 6 / UNIT A9 / PO BOX 97		
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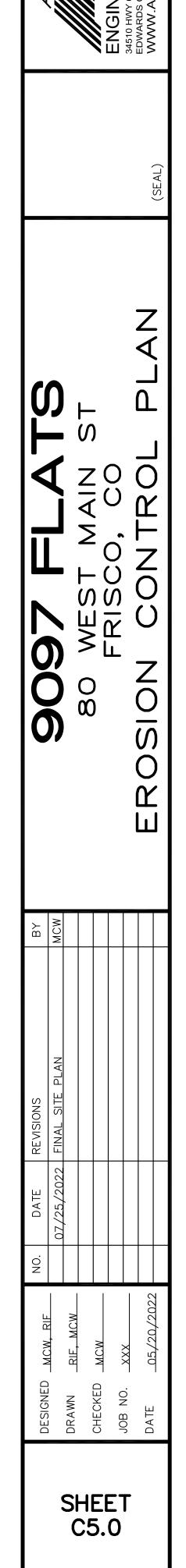


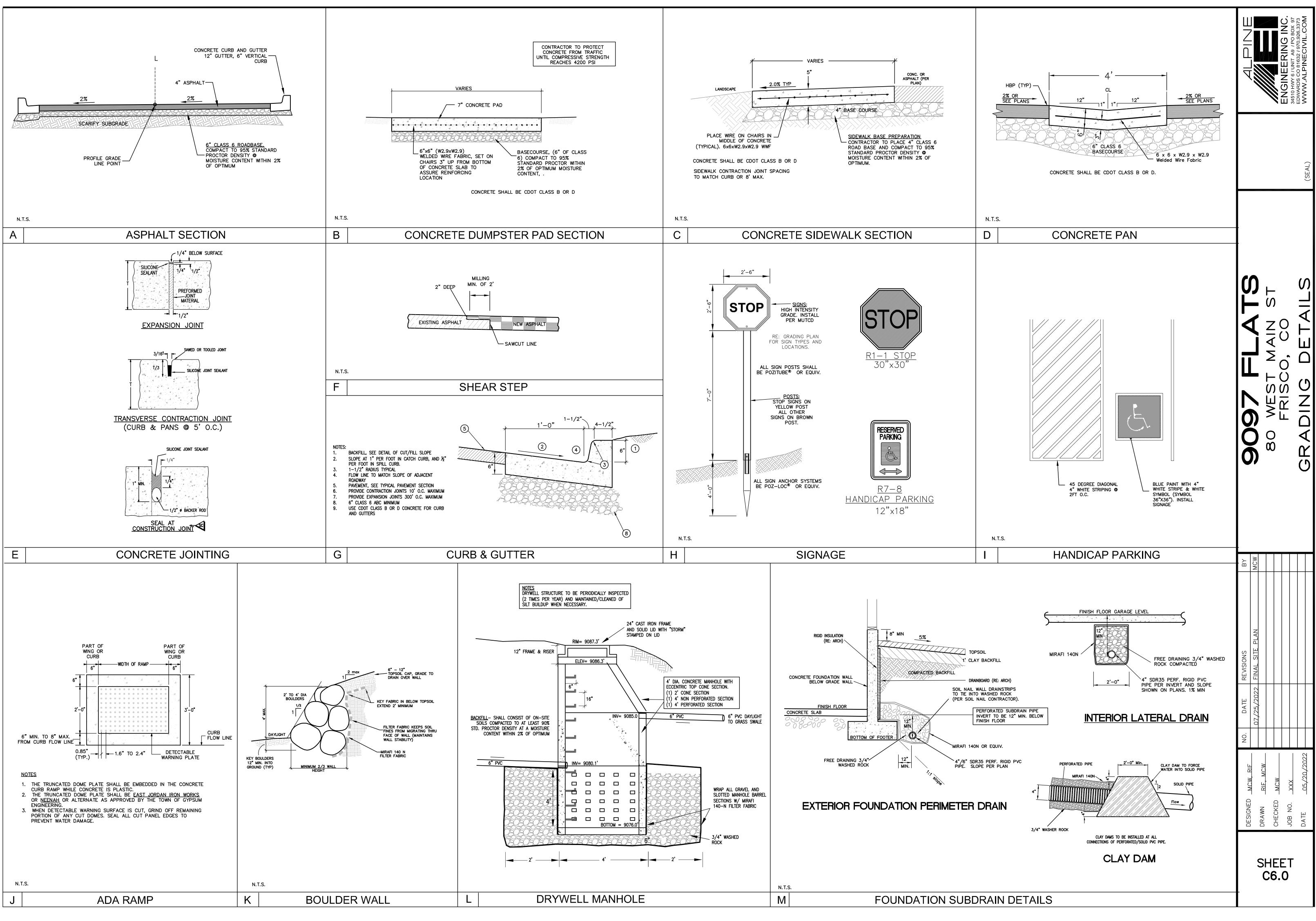
THE CONTRACTOR IS RESPONSIBLE TO CONTROL FUGITIVE DUST AND TO INCORPORATE THE FOLLOWING:

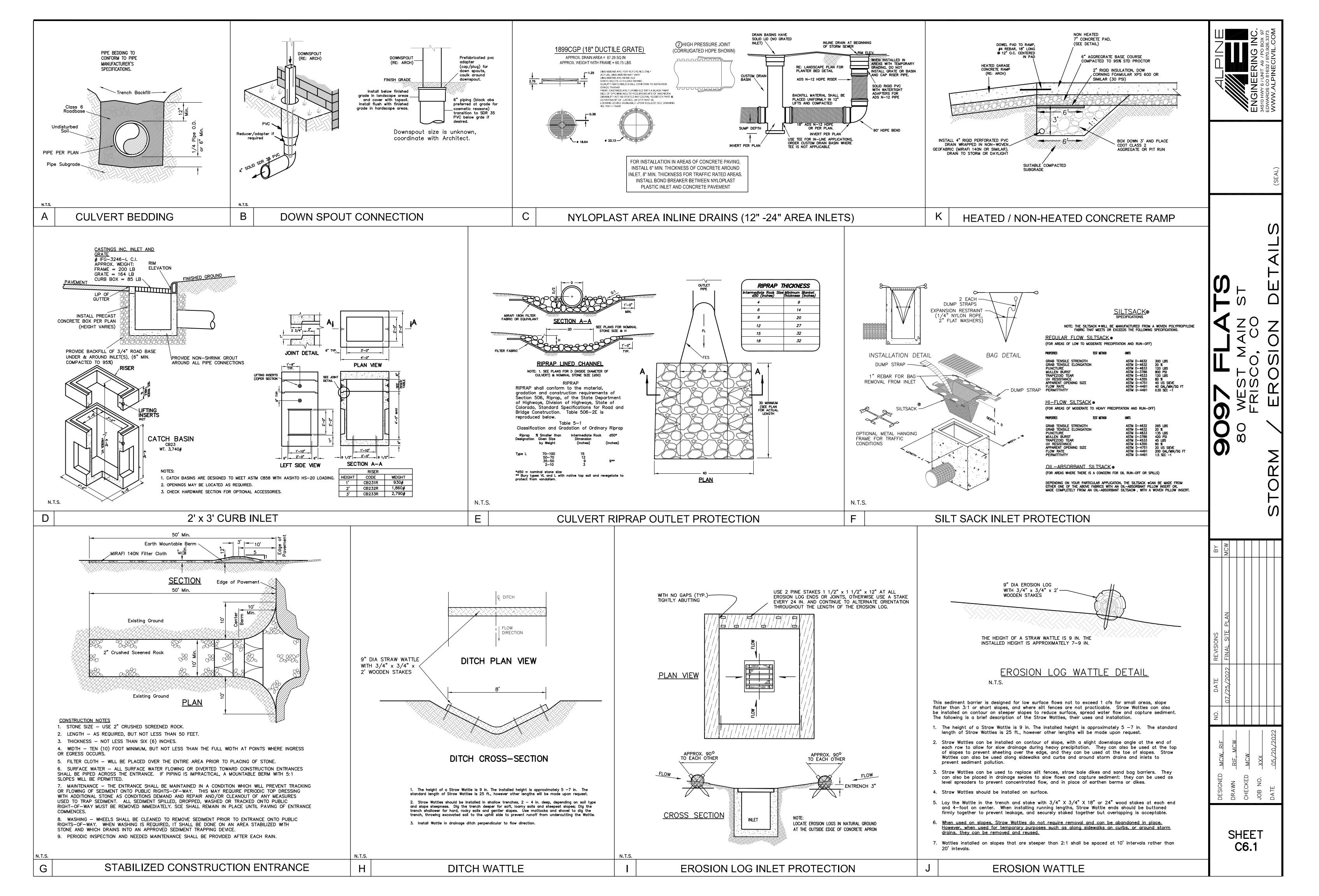
- 1. ALL UNPAVED ROADS AND OTHER DISTURBED AREAS ON SITE SHALL BE WATERED
- 4. MUD AND DIRT CARRYOUT ONTO PAVED SURFACES SHALL BE PREVENTED. ANY MUD AND DIRT CARRYOUT ONTO PAVED SURFACES SHALL BE CLEANED UP DAILY.

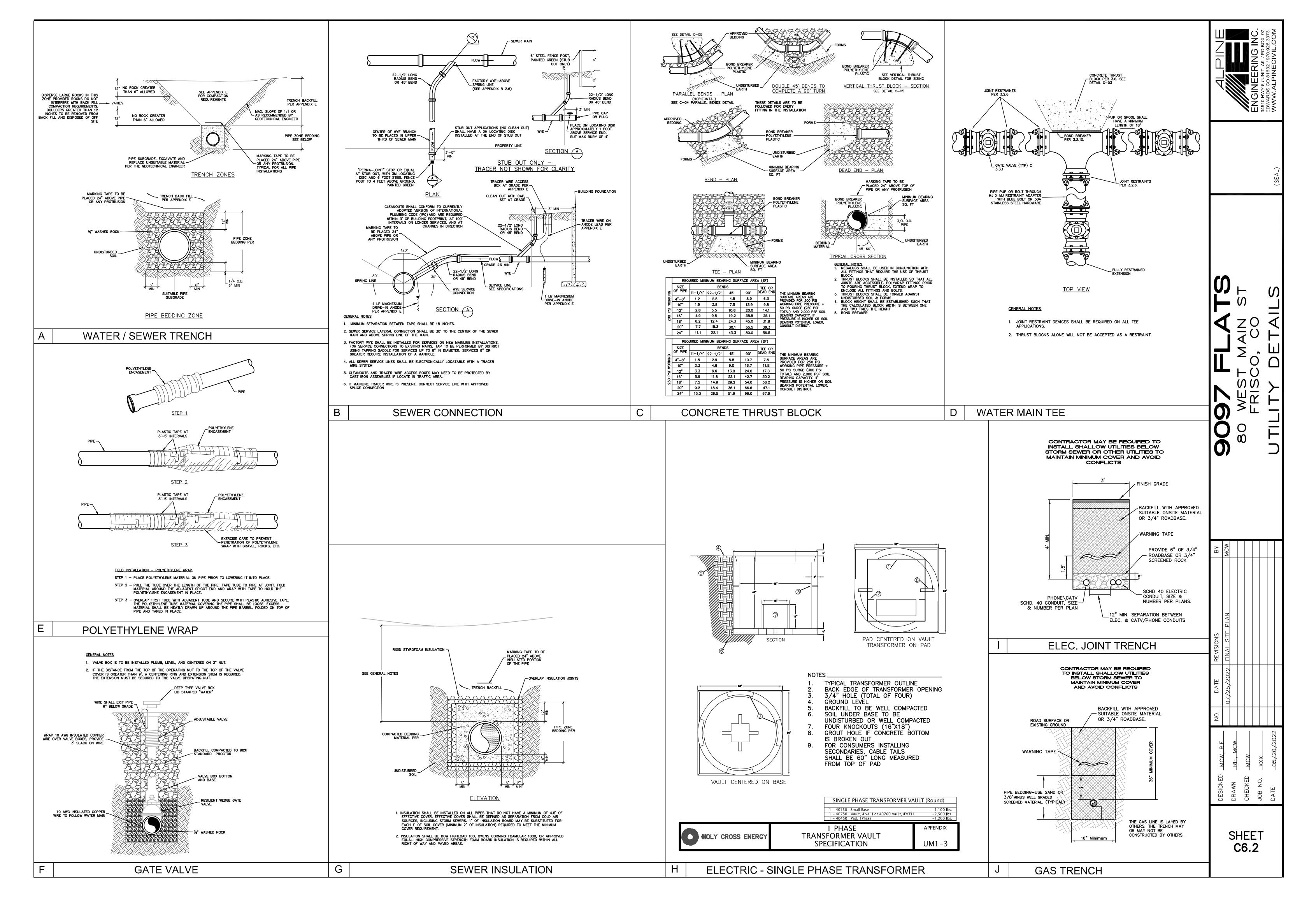
- 1. CONSTRUCT STABLIZED CONSTRUCTION ENTRANCES AT ALL POINTS OF INGRESS AND EGRESS.

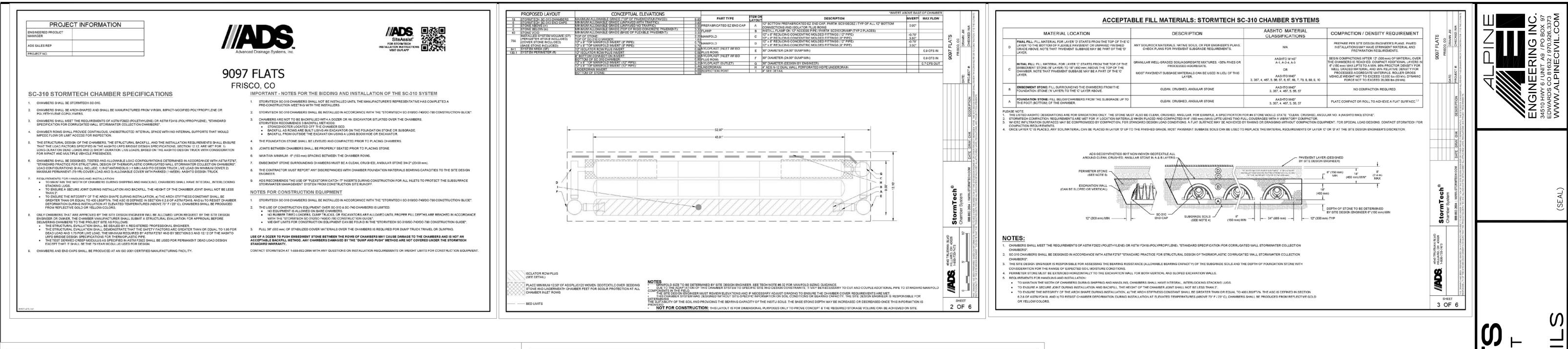
- 5. INSTALL EROSION CONTROL MEASURES AFTER DITCHES AND SWALES HAVE BEEN CONSTRUCTED AND TOPSOIL AND SEED HAVE BEEN PLACED. INSTALL INLET PROTECTION IN ALL INLETS AS THEY ARE CONSTRUCTED.
- 6. TOPSOIL AND REVEGETATE ALL DISTURBED AREAS WITH APPROVED SEED MIX PER LANDSCAPE PLAN.
- 7. CONTRACTOR SHALL REMOVE SEDIMENT CONTROL FACILITIES AFTER FINAL STABILIZATION.

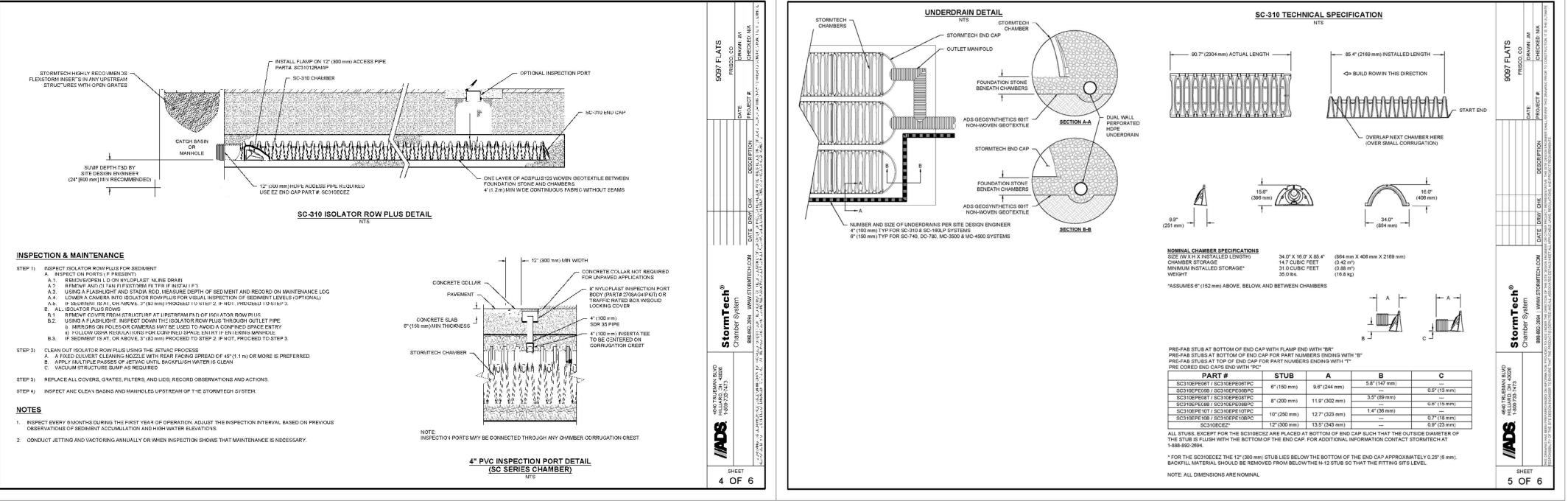


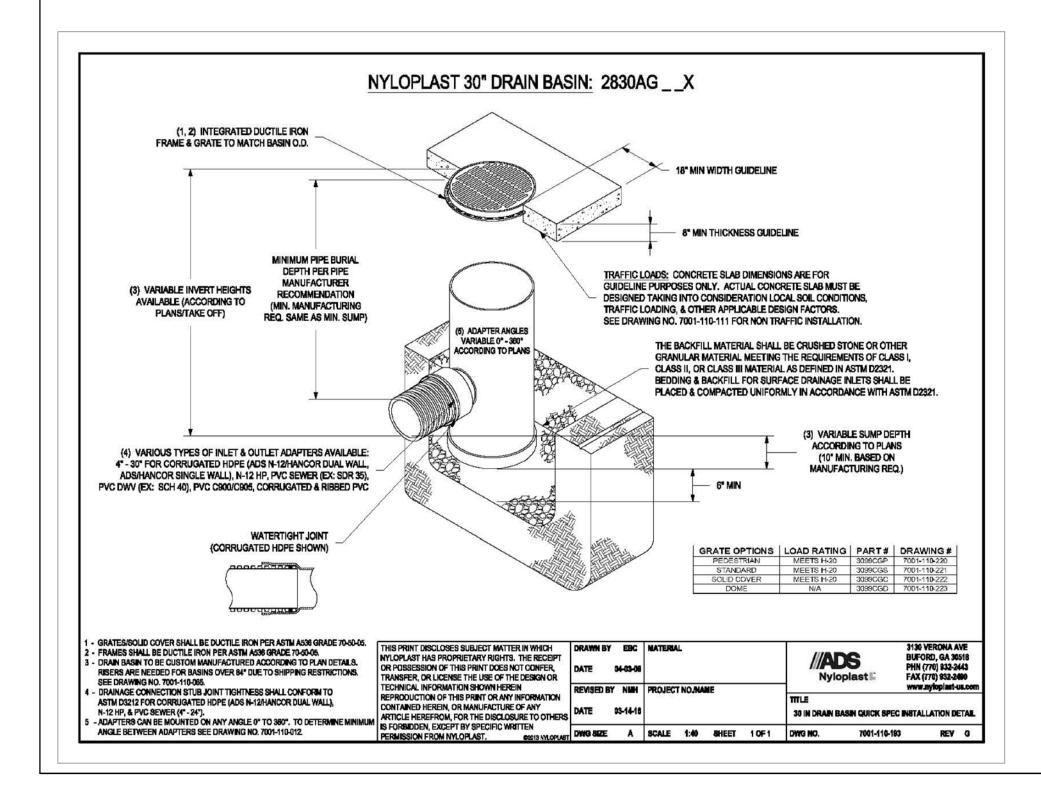












# ADS-STORMTECH INFILTRATION CHMBERS

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## GENERAL NOTES

- 1. THESE PLANS SHALL NOT BE UTILIZED FOR CONSTRUCTION OR PERMITTING UNLESS STATED FOR SUCH USE IN THE TITLE BLOCK.
- 2. DRAWINGS ARE INTENDED TO BE PRINTED ON 24"x 36" PAPER. PRINTING THESE DRAWINGS AT A DIFFERENT SIZE WILL IMPACT THE SCALE. VERIFY THE GRAPHIC SCALE BEFORE REFERENCING ANY MEASUREMENTS ON THESE SHEETS. THE RECIPIENT OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR ANY ERRORS RESULTING FROM INCORRECT PRINTING, COPYING, OR ANY OTHER CHANGES THAT ALTER THE SCALE OF THE DRAWINGS
- 3. VERIFY ALL PLAN DIMENSIONS PRIOR TO START OF CONSTRUCTION. NOTIFY THE OWNER'S REPRESENTATIVE TO ADDRESS ANY QUESTIONS OR CLARIFY ANY DISCREPANCIES.
- 4. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
- 5. SUBMIT A CHANGE ORDER FOR APPROVAL FOR ANY CHANGES TO WORK SCOPE RESULTING FROM FIELD CONDITIONS OR DIRECTION BY OWNER'S REPRESENTATIVE WHICH REQUIRE ADDITIONAL COST TO THE OWNER PRIOR TO PERFORMANCE OF WORK.
- 6. THE CONTRACTOR SHALL PROVIDE A STAKED LAYOUT OF ALL SITE IMPROVEMENTS FOR INSPECTION BY THE OWNER'S REPRESENTATIVE AND MAKE MODIFICATIONS AS REQUIRED ALL LAYOUT INFORMATION IS AVAILABLE IN DIGITAL FORMAT FOR USE BY THE CONTRACTOR.
- IF A GEOTECHNICAL SOILS REPORT IS NOT AVAILABLE AT THE TIME OF CONSTRUCTION, NORRIS DESIGN RECOMMENDS A REPORT BE AUTHORIZED BY THE OWNER AND THAT ALL RECOMMENDATIONS OF THE REPORT ARE FOLLOWED DURING CONSTRUCTION. THE CONTRACTOR SHALL USE THESE CONTRACT DOCUMENTS AS A BASIS FOR THE BID. IF THE OWNER ELECTS TO PROVIDE A GEOTECHNICAL REPORT, THE CONTRACTOR SHALL REVIEW THE REPORT AND SUBMIT AN APPROPRIATE CHANGE ORDER TO THE OWNER'S REPRESENTATIVE IF ADDITIONAL COSTS ARE REQUESTED.
- 8. CONTRACTOR SHALL CONFIRM THAT SITE CONDITIONS ARE SIMILAR TO THE PLANS, WITHIN TOLERANCES STATED IN THE CONTRACT DOCUMENTS, AND SATISFACTORY TO THE CONTRACTOR PRIOR TO START OF WORK. SHOULD SITE CONDITIONS BE DIFFERENT THAN REPRESENTED ON THE PLANS OR UNSATISFACTORY TO THE CONTRACTOR, THE CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE FOR CLARIFICATION AND FURTHER DIRECTION.
- 9. CONTRACTOR IS RESPONSIBLE TO PAY FOR, AND OBTAIN, ANY REQUIRED APPLICATIONS, PERMITTING, LICENSES, INSPECTIONS AND METERS ASSOCIATED WITH WORK.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO ANY VIOLATIONS OR NON-CONFORMANCE WITH THE PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, JURISDICTIONAL CODES, AND REGULATORY AGENCIES
- 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL UTILITY LOCATES PRIOR TO ANY EXCAVATION. REFER TO ENGINEERING UTILITY PLANS FOR ALL PROPOSED UTILITY LOCATIONS AND DETAILS. NOTIFY OWNER'S REPRESENTATIVE IF EXISTING OR PROPOSED UTILITIES INTERFERE WITH THE ABILITY TO PERFORM WORK.
- 12. UNLESS IDENTIFIED ON THE PLANS FOR DEMOLITION OR REMOVAL, THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT OR EXISTING LANDSCAPE, ADJACENT OR EXISTING PAVING, OR ANY PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION, ESTABLISHMENT OR DURING THE SPECIFIED MAINTENANCE PERIOD. ALL DAMAGES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS AS DETERMINED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOGGING ANY DAMAGES PRIOR TO START OF CONSTRUCTION AND DURING THE CONTRACT PERIOD.
- 13. ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNER'S REPRESENTATIVE PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK.
- 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
- 15. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN TO THE APPROPRIATE JURISDICTIONAL AGENCIES AND THE OWNER'S REPRESENTATIVE IF THEIR WORK AND OPERATIONS AFFECT OR IMPACT THE PUBLIC RIGHTS-OF-WAY. OBTAIN APPROVAL PRIOR TO ANY WORK WHICH AFFECTS OR IMPACTS THE PUBLIC RIGHTS-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THIS REQUIREMENT DURING THE CONTRACT PERIOD.
- SIGHT TRIANGLES AND SIGHT LINES SHALL REMAIN UNOBSTRUCTED BY EQUIPMENT,

### PLANT SCHEDULE

<u>DECIDUOUS TREES</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>ROOT</u>	<u>SIZE</u>	<u>QTY</u>
PO TR	POPULUS TREMULOIDES	QUAKING ASPEN	B & B	REFERENCE PLANS FOR SIZE	30
PO TC	POPULUS TREMULOIDES `CLUMP FORM`	CLUMP FORM QUAKING ASPEN	B & B	2" CAL.	11
PR CA	PRUNUS VIRGINIANA `CANADA RED`	CANADA RED CHOKECHERRY	B & B	3" CAL.	3
<u>EVERGREEN TREES</u>	BOTANICAL NAME	COMMON NAME	<u>ROOT</u>	<u>SIZE</u>	<u>QTY</u>
PI PU	PICEA PUNGENS	COLORADO SPRUCE	B & B	10` HT.	5
PI AR	PINUS ARISTATA	BRISTLECONE PINE	B & B	6` HEIGHT UNLESS LABELED WITH * THEN REFERENCE PLANS FOR SIZE	15
<u>DECIDUOUS SHRUBS</u> CO AC RI GR RO WO SA PU	<u>BOTANICAL NAME</u> COTONEASTER ACUTIFOLIUS RIBES ALPINUM `GREEN MOUND` ROSA WOODSII SALIX PURPUREA `NANA`	<u>COMMON NAME</u> PEKING COTONEASTER GREEN MOUND ALPINE CURRANT MOUNTAIN ROSE DWARF ARCTIC WILLOW	ROOT CONT. CONT. CONT. CONT.	<u>SIZE</u> #5 #5 #5	<u>QTY</u> 10 3 22 15
<u>EVERGREEN SHRUBS</u>	BOTANICAL NAME	COMMON NAME	ROOT	<u>SIZE</u>	<u>QTY</u>
PI SM	PINUS MUGO `SLOWMOUND`	SLOWMOUND MUGO PINE	CONT.	#5	48
<u>ORNAMENTAL GRASSES</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>ROOT</u>	<u>SIZE</u>	<u>QTY</u>
BO BA	BOUTELOUA GRACILIS `BLONDE AMBITION`	BLOND AMBITION BLUE GRAMA GRASS	CONT.	#5	102
FE EB	FESTUCA GLAUCA `ELIJAH BLUE`	BLUE FESCUE	CONT.	#5	36

CONSTRUCTION MATERIALS, PLANT MATERIAL OR ANY OTHER VISUAL OBSTACLE DURING THE CONTRACT PERIOD AND AT MATURITY OF PLANTS PER LOCAL JURISDICTIONAL REQUIREMENTS. NO PLANT MATERIAL OTHER THAN GROUND COVER IS ALLOWED TO BE PLANTED ADJACENT TO FIRE HYDRANTS AS STIPULATED BY JURISDICTIONAL REQUIREMENTS. 17. COORDINATE SITE ACCESS, STAGING, STORAGE AND CLEANOUT AREAS WITH OWNER'S

- REPRESENTATIVE.
- 18. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THEIR MATERIAL STOCK PILES AND WORK FROM VANDALISM, EROSION OR UNINTENDED DISTURBANCE DURING THE CONSTRUCTION PERIOD AND UNTIL FINAL ACCEPTANCE IS ISSUED.
- 19. THE CONTRACTOR SHALL KNOW, UNDERSTAND AND ABIDE BY ANY STORM WATER POLLUTION PREVENTION PLAN (SWPPP) ASSOCIATED WITH THE SITE. IF A STORM WATER POLLUTION PREVENTION PLAN IS NOT PROVIDED BY THE OWNER'S REPRESENTATIVE, REQUEST A COPY BEFORE PERFORMANCE OF ANY SITE WORK.
- 20. MAINTAIN ANY STORM WATER MANAGEMENT FACILITIES THAT EXIST ON SITE FOR FULL FUNCTIONALITY. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ANY NEW STORM WATER MANAGEMENT FACILITIES THAT ARE IDENTIFIED IN THE SCOPE OF WORK TO FULL FUNCTIONALITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER FOR FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES DURING THE CONTRACT PERIOD.
- 21. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM EXITING THE SITE OR ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS DURING THEIR CONTRACTED COURSE OF WORK.
- 22. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREVENT ANY IMPACTS TO ADJACENT WATERWAYS, WETLANDS, OR OTHER ENVIRONMENTALLY SENSITIVE AREAS RESULTING FROM WORK DONE AS PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE STANDARDS DURING THEIR CONTRACTED COURSE OF WORK.
- 23. THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CONSTRUCTION MATERIAL IMPORTED TO OR EXPORTED FROM THE PROJECT SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT. TRANSPORTATION METHODS ON PUBLIC RIGHT-OF WAYS SHALL CONFORM TO JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS
- 24. THE CLEANING OF EQUIPMENT IS PROHIBITED AT THE JOB SITE UNLESS AUTHORIZED BY THE OWNER'S REPRESENTATIVE IN A DESIGNATED AREA. THE DISCHARGE OF WATER, WASTE CONCRETE, POLLUTANTS, OR OTHER MATERIALS SHALL ONLY OCCUR IN AREAS DESIGNED FOR SUCH USE AND APPROVED BY THE OWNER'S REPRESENTATIVE.
- 25. THE CLEANING OF CONCRETE EQUIPMENT IS PROHIBITED AT THE JOB SITE EXCEPT IN DESIGNATED CONCRETE WASHOUT AREAS. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE IN THE STORM SEWER IS PROHIBITED.
- 26. OPEN SPACE SWALES: IF SWALES ARE EXISTING ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN THE CONVEYANCE OF WATER WITHIN THE SWALES DURING THE CONTRACT PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DIVERSION OR PUMPING OF WATER IF REQUIRED TO COMPLETE WORK. ANY SWALES DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. IF THE SWALE NEEDS TO BE DISTURBED OR MODIFIED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO DISTURBANCE.
- 27. MAINTENANCE ACCESS BENCHES: IF MAINTENANCE BENCHES OR ACCESS ROADS EXIST ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE BENCHES OR ACCESS ROADS DURING CONSTRUCTION. ANY BENCHES OR ACCESS ROADS DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING BENCHES AND ACCESS ROADS DURING THE CONSTRUCTION PERIOD. IF ACCESS NEEDS TO BE BLOCKED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INTERRUPTION OF ACCESS.
- 28. LOCAL, STATE AND FEDERAL JURISDICTIONAL REQUIREMENTS, RESTRICTIONS OR PROCEDURES SHALL SUPERSEDE THESE PLANS, NOTES AND SPECIFICATIONS WHEN MORE STRINGENT. NOTIFY THE OWNER'S REPRESENTATIVE IF CONFLICTS OCCUR.

## LANDSCAPE NOTES

- THE CONTRACTOR SHALL FOLLOW THE LANDSCAPE PLANS AND SPECIFICATIONS AS CLOSELY AS POSSIBLE. ANY SUBSTITUTION OR ALTERATION SHALL NOT BE ALLOWED WITHOUT APPROVAL OF THE OWNER'S REPRESENTATIVE. OVERALL PLANT QUANTITY AND QUALITY SHALL BE CONSISTENT WITH THE PLANS.
- 2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES. GRAPHIC QUANTITIES TAKES PRECEDENCE OVER WRITTEN QUANTITIES.
- 3. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO INSPECT AND TAG ALL PLANT MATERIAL PRIOR TO SHIPPING TO THE SITE. IN ALL CASES, THE OWNER'S REPRESENTATIVE MAY REJECT PLANT MATERIAL AT THE SITE IF MATERIAL IS DAMAGED, DISEASED, OR DECLINING IN HEALTH AT THE TIME OF ONSITE INSPECTIONS OR IF THE PLANT MATERIAL DOES NOT MEET THE MINIMUM SPECIFIED STANDARD IDENTIFIED ON THE PLANS AND IN THE SPECIFICATIONS. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE FOR INSPECTION AND APPROVAL OF ALL MATERIALS AND PRODUCTS PRIOR TO INSTALLATION.
- 4. THE OWNER'S REPRESENTATIVE MAY ELECT TO UPSIZE PLANT MATERIAL AT THEIR DISCRETION BASED ON SELECTION, AVAILABILITY, OR TO ENHANCE SPECIFIC AREAS OF THE PROJECT. THE CONTRACTOR SHALL VERIFY PLANT MATERIAL SIZES WITH OWNER'S REPRESENTATIVE PRIOR TO PURCHASING, SHIPPING OR STOCKING OF PLANT MATERIALS. SUBMIT CHANGE ORDER REQUEST TO OWNER'S REPRESENTATIVE FOR APPROVAL IF ADDITIONAL COST IS REQUESTED BY THE CONTRACTOR PRIOR TO INSTALLATION. RE-STOCKING CHARGES WILL NOT BE APPROVED IF THE CONTRACTOR FAILS TO SUBMIT A REQUEST FOR MATERIAL CHANGES.
- THE CONTRACTOR SHALL WARRANTY ALL CONTRACTED WORK AND MATERIALS FOR A PERIOD OF ONE YEAR AFTER SUBSTANTIAL COMPLETION HAS BEEN ISSUED BY THE OWNER'S REPRESENTATIVE FOR THE ENTIRE PROJECT UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS OR SPECIFICATIONS.
- 6. REFER TO IRRIGATION PLANS FOR LIMITS AND TYPES OF IRRIGATION DESIGNED FOR THE LANDSCAPE. IN NO CASE SHALL IRRIGATION BE EMITTED WITHIN THE MINIMUM DISTANCE FROM BUILDING OR WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT ALL IRRIGATION DISTRIBUTION LINES, HEADS AND EMITTERS SHALL BE KEPT OUTSIDE THE MINIMUM DISTANCE AWAY FROM ALL BUILDING AND WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT.
- 7. LANDSCAPE MATERIAL LOCATIONS SHALL HAVE PRECEDENCE OVER IRRIGATION MAINLINE AND LATERAL LOCATIONS. COORDINATE INSTALLATION OF IRRIGATION EQUIPMENT SO THAT IT DOES NOT INTERFERE WITH THE PLANTING OF TREES OR OTHER LANDSCAPE MATERIAL
- 8. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE EXISTS IN ALL LANDSCAPE AREAS. SURFACE DRAINAGE ON LANDSCAPE AREAS SHALL NOT FLOW TOWARD STRUCTURES AND FOUNDATIONS. MAINTAIN SLOPE AWAY FROM FOUNDATIONS PER THE GEOTECHNICAL REPORT RECOMMENDATIONS. ALL LANDSCAPE AREAS BETWEEN WALKS AND CURBS SHALL DRAIN FREELY TO THE CURB UNLESS OTHERWISE IDENTIFIED ON THE GRADING PLAN. IN NO CASE SHALL THE GRADE, TURF THATCH, OR OTHER LANDSCAPE MATERIALS DAM WATER AGAINST WALKS. MINIMUM SLOPES ON LANDSCAPE AREAS SHALL BE 2%; MAXIMUM SLOPE SHALL BE 25% UNLESS SPECIFICALLY IDENTIFIED ON THE PLANS OR APPROVED BY THE OWNER'S REPRESENTATIVE.
- 9. PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENED TO A DEPTH OF 8" - 12" AND AMENDED PER SPECIFICATIONS.

## SHORT DRY GRASS SEED MIX

COMMON NAME		% OF TOTAL
HARD FESCUE, VNS CREEPING RED FESCUE, VNS SHEEP FESCUE, MEKLENBERGER CANADA BLUEGRASS, RUBENS CANBY BLUEGRASS		30% 30% 25% 10% 5%
	TOTAL	100%

- SPREAD SEED AT A RATE OF 3-4 LBS PER 1000 SF

### MATERIAL SCHEDULE (CONTRACTOR TO SUBMIT SAMPLES FOR ALL ITEMS IN MATERIAL SCHEDULE FOR OWNER / ARCHITECT REVIEW AND APPROVAL.

					···	
ITEM DESCRIPTION	MANUFACTURER	PRODUCT NAME	SIZE / DIMENSIONS	COLOR / FINISH	NOTES	
CRUSHER FINES SURFACE	PIONEER SAND AND GRAVEL (OR APPROVED EQUAL)	BREEZE / CRUSHER FINES	1/4" MINUS PLUS BREEZE	MADISON GOLD	REFER TO DETAILS. SHALL BE CLEANED AND FREE OF DEBRIS AND ORGANIC MATTER.	
B COBBLE	PIONEER SAND AND GRAVEL (OR APPROVED EQUAL)	LOCAL RIVER ROCK	3"-5"	WASHED RIVER ROCK - COLORADO	APPROXIMATELY 3" DEPTH OVER FILTER FABRIC. MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES.	NOT FOR
C LANDSCAPE MULCH	WAUPACA (OR APPROVED EQUAL)	NORTHWOODS ORGANICS BROWN MULCH WNM03255	N/A	NATURAL	REFER TO LANDSCAPE DETAILS AND TECHNICAL SPECIFICATIONS FOR INSTALLATION. 3" DEPTH	CONSTRUCTION
WEED CONTROL FABRIC	MIRAFI (OR APPROVED EQUAL)	JEWELSCAPES POOL FINISH	N/A	N/A	INSTALL BELOW LANDSCAPE MULCH IN ALL SHRUB BEDS.	
E BENDA BOARD EDGER	EPIC PLASTICS (OR APPROVED EQUAL)	BENDA BOARD EDGER	SEE PLANS FOR LENGTH. EDGER 1"X6"X20'	TEAK		
F LANDSCAPE BOULDERS	SILOAM STONE INC.(719)275-4275 (OR APPROVED EQAUL)	CINNAMON SHADOW QUARRY BOULDERS	MIX OF 3'-5' DIAMETER, SEE PLANS	NATURAL STONE		<u>05/16/22 SITE PLAN 01</u> <u>07/14/22 SITE PLAN 02</u> 07/25/22 SITE PLAN 03

NOTES: REFERENCE ARCHITECTURAL / STRUCTURAL / CIVIL FOR ALL SUBGRADE INFORMATION. LANDSCAPE ARCHITECTURE SET TO SPECIFY: COLOR, FINISH, AND MANUFACTURER ONLY.

### AMENITY SCHEDULE (CONTRACTOR TO SUBMIT SAMPLES FOR ALL ITEMS IN MATERIAL SCHEDULE FOR OWNER / ARCHITECT REVIEW AND APPROVAL.)

ITEM DESCRIPTION	MANUFACTURER	PRODUCT NAME	SIZE / DIMENSIONS	COLOR / FINISH	NOTES
BIKE RACK	ANOVA (OR APPROVED EQUAL)	CIRCLE BR	32"H x 6"W x 36"L	TEXTURED BRONZE	REFER TO DETAILS. SHALL BE CLEANED AND FREE OF DEBRIS AND ORGANIC MATTER.
FLAT BENCH	ANOVA (OR APPROVED EQUAL)	THMF6	19"H x 20"W x 72"L	SLAT: THERMORY FRAME: TEXTURED BRONZE	REFER TO LANDSCAPE DETAILS AND TECHNICAL SPECIFICATIONS FOR INSTALLATION. 3" DEPTH
TRASH RECEPTACLE	ANOVA (OR APPROVED EQUAL)	TT35DT	39"H x 24"Dia.	SLAT: THERMORY FRAME: TEXTURED BRONZE	REFER TO LANDSCAPE DETAILS AND TECHNICAL SPECIFICATIONS FOR INSTALLATION. 3" DEPTH
4 PIC-A-NIC TABLE	BY OWNER	N/A	N/A	N/A	N/A

10. ALL LANDSCAPED AREAS ARE TO RECEIVE ORGANIC SOIL PREPARATION AT 2 cu.yrds/1,000sf OR AS NOTED IN THE TECHNICAL SPECIFICATIONS.

11. TREES SHALL NOT BE LOCATED IN DRAINAGE SWALES, DRAINAGE AREAS, OR UTILITY EASEMENTS. CONTACT OWNER'S REPRESENTATIVE FOR RELOCATION OF PLANTS IN QUESTIONABLE AREAS PRIOR TO INSTALLATION.

12. THE CENTER OF EVERGREEN TREES SHALL NOT BE PLACED CLOSER THAN 8' AND THE CENTER OF ORNAMENTAL TREES CLOSER THAN 6' FROM A SIDEWALK, STREET OR DRIVE LANE. EVERGREEN TREES SHALL NOT BE LOCATED ANY CLOSER THAN 15' FROM IRRIGATION ROTOR HEADS. NOTIFY OWNER'S REPRESENTATIVE IF TREE LOCATIONS CONFLICT WITH

THESE STANDARDS FOR FURTHER DIRECTION. 13. ALL EVERGREEN TREES SHALL BE FULLY BRANCHED TO THE GROUND AND SHALL NOT EXHIBIT SIGNS OF ACCELERATED GROWTH AS DETERMINED BY THE OWNER'S REPRESENTATIVE.

14. ALL TREES ARE TO BE STAKED AND GUYED PER DETAILS FOR A PERIOD OF 3 YEARS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING STAKES AT THE END OF 1 YEAR FROM ACCEPTANCE OF LANDSCAPE INSTALLATION BY THE OWNER'S REPRESENTATIVE. OBTAIN APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO REMOVAL

15. ALL TREES INSTALLED ABOVE RETAINING WALLS UTILIZING GEO-GRID MUST BE HAND DUG TO PROTECT GEO-GRID. IF GEO-GRID MUST BE CUT TO INSTALL TREES, APPROVAL MUST BE GIVEN BY OWNER'S REPRESENTATIVE PRIOR TO DOING WORK.

16. ALL TREES IN SEED OR TURF AREAS SHALL RECEIVE MULCH RINGS. OBTAIN APPROVAL FROM OWNER'S REPRESENTATIVE FOR ANY TREES THAT WILL NOT BE MULCHED FOR EXCESSIVE MOISTURE REASONS.

17. SHRUB, GROUNDCOVER AND PERENNIAL BEDS ARE TO BE CONTAINED BEND-A-BOARD TYPE EDGER OR EQUAL. EDGER IS NOT REQUIRED WHEN ADJACENT TO CURBS, WALLS, WALKS OR SOLID FENCES WITHIN 3" OF PRE-MULCHED FINAL GRADE. EDGER SHALL NOT BE REQUIRED TO SEPARATE MULCH TYPES UNLESS SPECIFIED ON THE PLANS.

18. ALL SHRUB BEDS ARE TO BE MULCHED WITH MIN. 3" DEPTH, SHREDDED LANDSCAPE MULCH OVER SPECIFIED GEOTEXTILE WEED CONTROL FABRIC. ALL GROUND COVER AND PERENNIAL FLOWER BEDS SHALL BE MULCHED WITH 3" DEPTH DECORATIVE WOOD LANDSCAPE MULCH. NO WEED CONTROL FABRIC IS REQUIRED IN GROUNDCOVER OR PERENNIAL AREAS.

19. AT SEED AREA BOUNDARIES ADJACENT TO EXISTING NATIVE AREAS, OVERLAP ABUTTING NATIVE AREAS BY THE FULL WIDTH OF THE SEEDER.

20. CONTRACTOR SHALL OVER SEED ALL MAINTENANCE OR SERVICE ACCESS BENCHES AND ROADS WITH SPECIFIED SEED MIX UNLESS OTHERWISE NOTED ON THE PLANS.

21. ALL SEEDED SLOPES EXCEEDING 25% IN GRADE (4:1) SHALL RECEIVE EROSION CONTROL BLANKETS. PRIOR TO INSTALLATION, NOTIFY OWNER'S REPRESENTATIVE FOR APPROVAL OF LOCATION AND ANY ADDITIONAL COST IF A CHANGE ORDER IS NECESSARY

22. WHEN COMPLETE, ALL GRADES SHALL BE WITHIN +/- 1/8" OF FINISHED GRADES AS SHOWN ON THE PLANS.

23. THE CONTRACTOR IS EXPECTED TO KNOW AND UNDERSTAND THE TOWN SPECIFICATIONS FOR LANDSCAPE AND IRRIGATION. IN CASES OF DISCREPANCIES THE HIGHER OF THE TWO STANDARDS SHALL HAVE PRECEDENCE.

24. THE DEVELOPER, HIS SUCCESSORS AND ASSIGNS SHALL BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL IMPROVEMENTS SHOWN OR INDICATED ON THE APPROVED LANDSCAPE PLAN ON FILE IN THE PLANNING DEPARTMENT.

L-100 LANDSCAPE NOTES AND SCHEDULE L-200 LANDSCAPE PLAN L-300 LANDSCAPE DETAILS

SHEET INDEX

)))))**NORRIS DESIGN** Planning | Landscape Architecture | Branding

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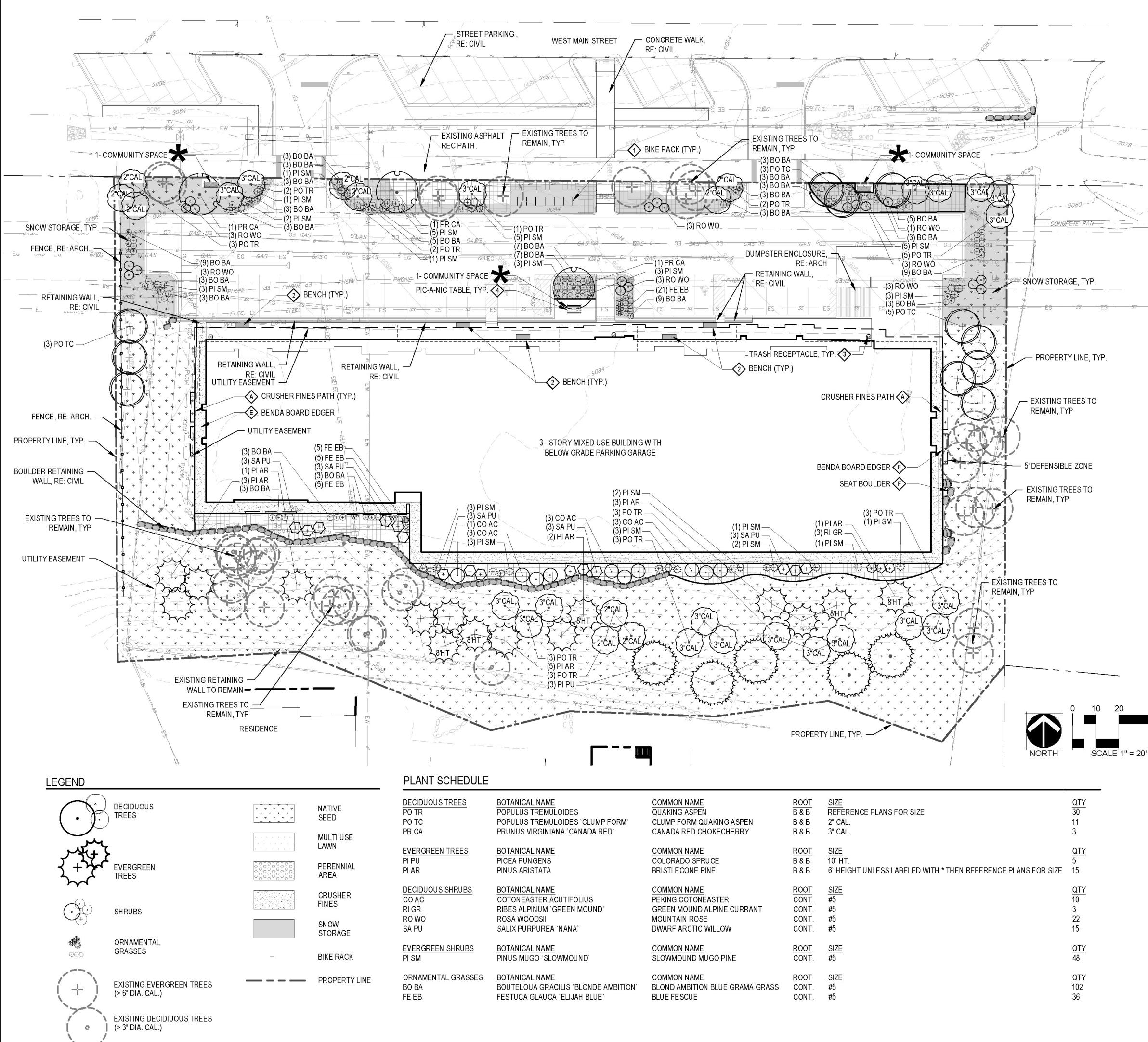
#### OWNER: **KEN MARSH** 9233 PARK MEADOWS DRIVE, SUITE 219 LONE TREE/COLORADO 303-217-0680



## NOT FOR CONSTRUCTION

SHEET TITLE: LANDSCAPE NOTES

L-100



CHECKED DRAWN BY

N₩

)))) NORRIS DESIGN Planning | Landscape Architecture | Branding

## **IRRIGATION NOTES**

- ALL TREES, SHRUBS, AND PERENNIALS SHALL BE IRRIGATED.
- ALL TREES AND SHRUBS TO BE DRIP IRRIGATED.
   ALL PERENNIALS TO BE SPRAY IRRIGATED.
   SOD AREA TO BE SPRAY IRRIGATED.

## FIRE WISE CONSTRUCTION NOTES

- 1. NO TREES ARE PLANTED WITHIN 5' OF THE STRUCTURE INCLUDING EAVES AND DECKS.
- 2. LIMIT TREE AND SHRUB PLANTINGS TO SMALL CLUSTERS WITHIN
- INTERMEDIATE ZONE (30' FROM ROOFLINE AND STRUCTURE) ALL MULCH IS TO BE NON-COMBUSTIBLE COMPOSTED WOOD CHIPS
- ALL EXISTING TREES ARE TO BE THINNED FOR FUEL REDUCTION. TREES ARE TO BE REMOVED THAT ARE CLOSER THAN 10' BETWEEN CROWNS.

## SNOW STORAGE CALCULATIONS

TOTAL PARKING/PAVING AREA:	15,512 SQ. FT.
SNOW STORAGE REQUIRED:	4,432 SQ. FT.
SNOW STORAGE PROVIDED:	5,412 SQ. FT.

COMMUNITY SPACES					
COMMUNITY SPACE	REQUIREMENT				
	3				
SYMBOL	AMENITY PROVIDED				
*	3 PUBLIC PLAZA / SEATING AREAS				

## LANDSCAPE CALCULATIONS

	REQUIRED	PROPOSED
SITE AREA:		86,068SF
LANDSCAPE AREA	34,428 SF	40,086 SF / 47%
TREE REQUIREMENT	77	83
EXISTING TREES TO REMAIN	37	37
SHRUB REQUIREMENT	75	98
COMMUNITY SPACES	3	3
LAWN	MAX N/A	N/A

S 9097 80 WEST FRISCO COLO

OWNER: **KEN MARSH** 9233 PARK MEADOWS DRIVE, SUITE 219 LONE TREE/COLORADO 303-217-0680

NOTES:

40

1) PARKING LANDSCAPE BUFFER TREES INCLUDED IN PROPOSED TREES COUNT



DATE: 05/16/22 SITE PLAN 01 07/14/22 SITE PLAN 02 07/25/22 SITE PLAN 03

SHEET TITLE:
LANDSCAPE
PLAN



L-200

409 Main Street Suite 207 P.O. Box 2320 Frisco, CO 80443 P 970.368.7068 www.norris-design.com NOTES

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

#### PRUNING NOTES:

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

#### STAKING NOTES:

- STAKE TREES PER DIAGRAM. AFTER A MINIMUM OF (3) THREE YEARS CONFIRM TREE IS ESTABLISHED. CHECK FOR ROOTBALL STABILITY. APPLY HAND PRESSURE TO TRUNK OF TREE, WHEN ROOTBALL DOES NOT MOVE, REMOVE STAKING.
- a. 2" CALIPER SIZE AND UNDER DECIDUOUS AND ASPEN TREES MINIMUM 2 STAKES ONE ON N.W. SIDE, ONE ON S.W.
- SIDE (OR PREVAILING WIND SIDE AND 180° FROM THAT SIDE).
- b. EVERGREEN TREES 3 STAKES PER DIAGRAM.
- c. 3" CALIPER SIZE AND LARGER 3 STAKES PER DIAGRAM. 2. WIRE OR CABLE SHALL BE MINIMUM 12 GAUGE, TIGHTEN WIRE OR CABLE ONLY ENOUGH TO KEEP FROM SLIPPING. ALLOW FOR SOME TRUNK MOVEMENT. NYLON STRAPS SHALL BE LONG ENOUGH TO ACCOMMODATE 1-1/2" OF GROWTH AND BUFFER ALL BRANCHES FROM WIRE.
- 3. ADJUST STAKING, STRAPS AND GUY WIRES ANNUALLY.
- USE GUY ASSEMBLIES FOR EVERGREENS AND TREES OVER 3" CALIPER. ALL WIRE TO BE MINIMUM 12 GAUGE GALVANIZED.

## TREE PLANTING ON SLOPE

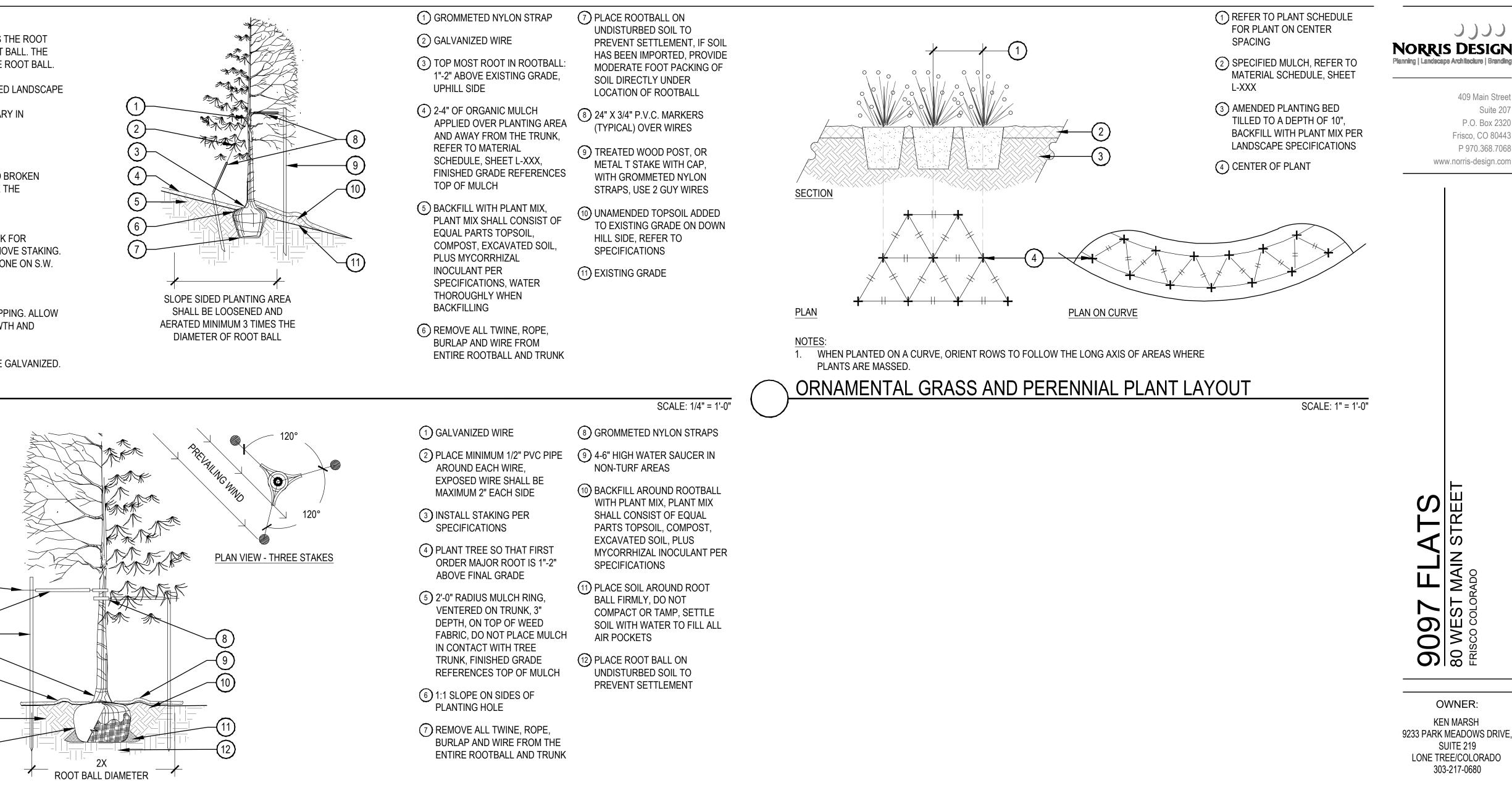
#### PRUNING NOTES

- ALL PRUNING SHALL COMPLY WITH ANSI A300 STANDARDS
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#### STAKING NOTES:

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- ADJUST STAKING, STRAPS AND GUY WIRES ANNUALLY. 4. TREATED WOOD POST PREFERRED. METAL T STAKES WITH PLASTIC SAFETY CAPS ACCEPTABLE WITH APPROVAL FROM OWNER.

## TREE PLANTING DETAIL



(3)-

4)-

(5)

ВГ CHECKED BY: DRAWN BY: SCALE: 3/16" = 1'-0"

## NOT FOR CONSTRUCTION

		DAT	E:	
<u>05/</u>	16/22	2 SIT	E PI	LAN (
<u>07</u> /	14/22	2 SIT	E PI	LAN (
07/	25/22	2 SIT	E Pl	LAN (
	SHE	EET		F∙
		IDS(		
	D	ETA	ILS	)



L-300



PRODUCT DETAILS:

- Suitable for use in wet (outdoor direct rain or sprinkler) locations as defined by NEC and CEC. Meets United States UL Underwriters Laboratories & CSA Canadian Standards Association Product Safety
- Standards
- Fixture is Dark Sky compliant and engineered to minimize light glare upward into the night sky
- Fixture is ADA compliant and adheres to the standards and guidelines
- listed by the Americans with Disabilities Act
- Meets California Energy Commission 2013 & 2016 Title regulations/JA8 • Equipped with a 120/277 universal driver. 0-10 dimming.
- 2 year finish warranty
- LED components carry a 5-year limited warranty
- Bold lines and a clean, minimalist style complement contemporary
- architecture

## **TYPE B TYPICAL**

MOUNTED AT +7'-0" AFF/AFG



Specifications

EPA:

Length:

Width:

Height<sub>1</sub>:

 $\mathsf{Height}_{_2}\!\!:$ 

Weight (max):

0.95 ft<sup>2</sup>

(7.62 cm

(17.8 cm)

16 lbs

# **D-Series Size 0** LED Area Luminaire

Buy America

**HINKLEY** 33000 Pin Oak Parkway

Avon Lake, OH 44012

)	Catalog Number
	Notes
	Туре
	Hit the Tab key or mouse over the pa

PHONE: (440) 653-5500

Toll Free: 1 (800) 446-5539

#### Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire. The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 400W metal halide with typical energy savings of 70% and expected service life of over 100,000 hours.

hinkley.com

Order	ing Information	tion		EX	AMPL	E: DSX0 LE	D P6 40	к тзм м	/OLT SPA NLT	air2 pi	RHN DDBXD
DSX0 LED											
Series	LEDs	Color temperature	Distribution			Voltage	Voltage Mounting				
DSX0 LED	Forward optics           P1         P5           P2         P6           P3         P71           P41         Fotated optics           P102         P122           P112         P1312	30K 3000 K 40K 4000 K 50K 5000 K	T2STypeT2MTypeT3STypeT3MTypeT4MTypeTFTMForv	e I short (Automotive) e II short e II medium e III short e III medium e IV medium ward throw medium e V very short <sup>3</sup>	T5S T5M T5W BLC LCCO RCCO	Type V short <sup>3</sup> Type V medium <sup>3</sup> Type V wide <sup>3</sup> Backlight control <sup>4</sup> Left corner cutoff <sup>4</sup> Right corner cutoff <sup>4</sup>		(120V-277V) <sup>5,6</sup> (277V-480V) <sup>7,8,9</sup>	RPA Rou WBA Wal SPUMBA Squ RPUMBA Rou Shipped separately KMA8 DDBXD U Mas	nd pole univer	5
Control opti	ions							Other options		Finish (requ	iired)
PIRHN PER PER5 PER7 DMG	stalled nLight AIR generation 2 ena Network, high/low motion/ NEMA twist-lock receptacle Five-pin receptacle only (co Seven-pin receptacle only ( separate) <sup>16,17</sup> 0-10V dimming extend out (control ordered separate) <sup>18</sup>	ambient sensor <sup>15</sup> only (control ordered sepa ntrol ordered separate) <sup>16,17</sup> leads exit fixture) (control o back of housing for externa	rdered	PIRIFCSV         High/low, motion/amoient sensor, 8 - 15 1 height, ambient sensor enabled at 11fc <sup>19,20</sup> PIRH1FC3V         High/low, motion/ambient sensor, 15 - 30 height, ambient sensor enabled at 1fc <sup>19,20</sup>			" mounting mounting	SF     Single       DF     Double       L90     Left rot       R90     Right m       DDL     Diffuse       HA     50°C a       BAA     Buy Am       Shipped sepa     BS	side shield <sup>22</sup> fuse (120, 277, 347V) <sup>6</sup> fuse (208, 240, 480V) <sup>6</sup> ated optics <sup>2</sup> otated optics <sup>2</sup> d drop lens <sup>22</sup> mbient operations <sup>1</sup> nerica(n) Act Compliant <b>irately</b>	DDBXD DBLXD DNAXD DWHXD DDBTXD DBLBXD DNATXD DWHGXD	Dark bronze Black Natural aluminum White Textured dark bronze Textured black Textured black Textured natural aluminum Textured white

## **TYPE A TYPICAL**

MOUNTED AT +12'-6" AFF/AFG

LITHONIA LIGHTING

# COMMERCIAL OUTDOOR

#### One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (7378) • www.lithonia.com © 2011-2021 Acuity Brands Lighting, Inc. All rights reserved.

#### ATLANTIS 1648SK-LED

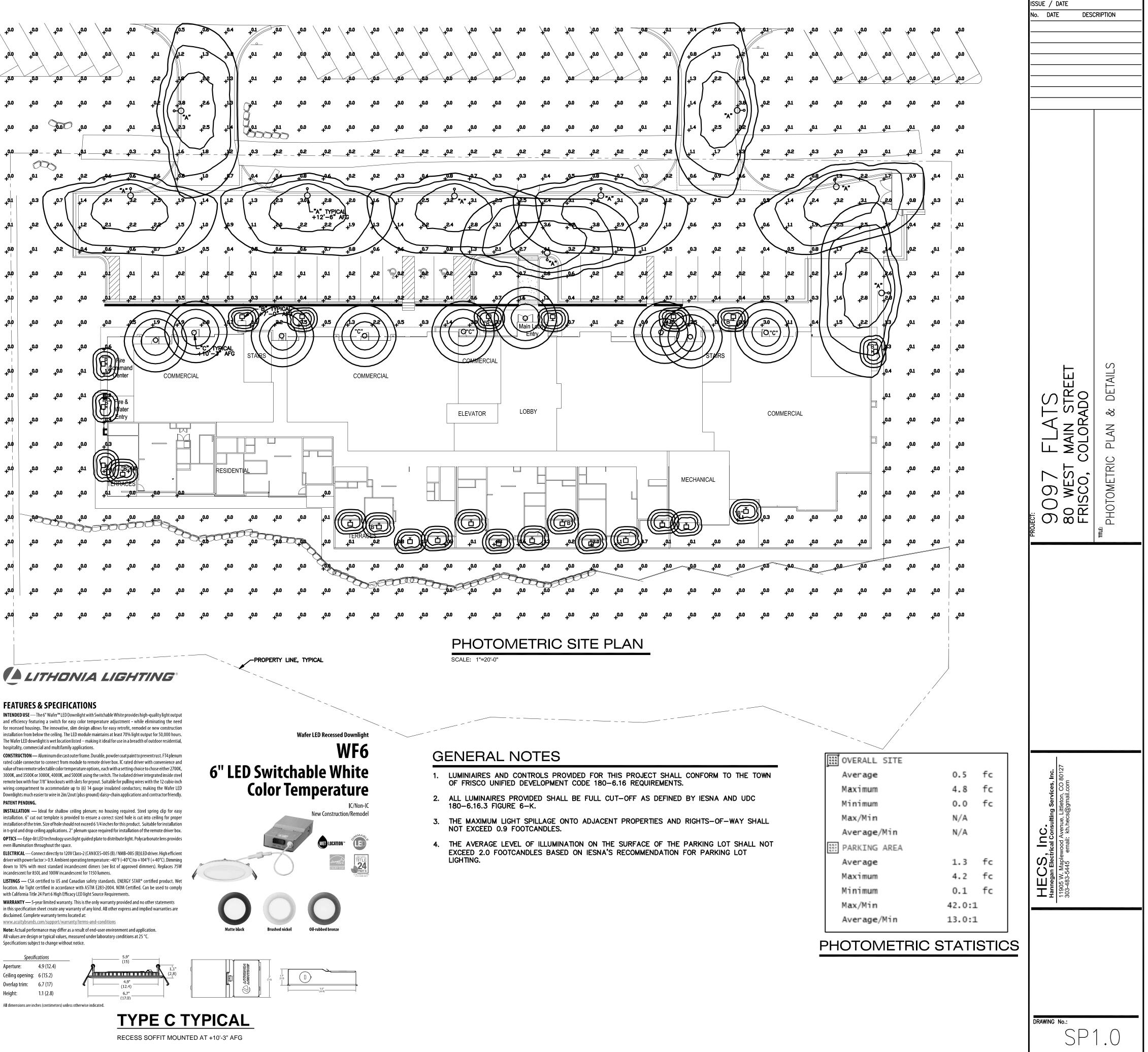
MEDIUM WALL MOUNT LANTERN Atlantis features a minimalist design for the ultimate in urban sophistication. Constructed of solid aluminum and Dark Sky compliant, Atlantis provides a chic solution to eco-conscious homeowners.

Satin Black		
Extruded Aluminum		
Etched Lens		
6"		
16"		
4lb		
4.5" Sq.		
3.5"		
13.75"		
Integrated LED		
LC1-30 & LC2-60		
15w LED *Included		
120v		
3000		
1200		
96		
2 x 60w		
Yes - 0-10V Type Dimmer Only		

SHIPPING	
CARTON LENGTH:	9
CARTON WIDTH:	19
CARTON HEIGHT:	6
CARTON WEIGHT:	6



#### Aperture: Ceiling opening: 6 (15.2) Overlap trim: 6.7 (17) Height:



#### **FEATURES & SPECIFICATIONS**

for recessed housings. The innovative, slim design allows for easy retrofit, remodel or new construction installation from below the ceiling. The LED module maintains at least 70% light output for 50,000 hours. The Wafer LED downlight is wet location listed – making it ideal for use in a breadth of outdoor residential,

DWG. BY: KH CHK. BY: SD

SCALE: NONE DATE: 6.06.22 PROJ. No.: 2223

9097 FLATS . 80 WEST MAIN . FRISCO . CO EXTERIOR MATERIALS SCHEDULE DATE: REVISED 17 MAY 2022 LABEL ITEM COLOR DESCRIPTION EPDM "LIGHT GRAY" PER SPECIFICATIONS ΜI BY ARCHITECT METAL ROOF BRIDGER STEEL STANDING SEAM M2 1.5" TRU SNAP ROOFING - "OLD ZINC GREY" BRIDGER STEEL 1/2" CORRUGATED -HORIZIONTAL MЗ STEEL SIDING "OLD ZINC GREY" 22 GAUGE FASCIA 2X RS CEDAR @ FASCIA, STAIN W/ Μ4 SHERWIN WILLIAMS 354255 "CHARWOOD" SEMI SOLID STAIN SOFFIT AND Ix6 "MODLOCK" THERMALLY M5 WOOD CLNGS MODIFIED VERTICAL GRAIN HEMLOCK W/ WIRE BRUSH HORIZONTAL 2XI2 DUTCH LAP SIDING, SPECIALTY MG WOOD SIDING WOOD PRODUCTS - "HIGHLANDS" FINISH IX4 "MODLOCK" THERMALLY VERTICAL WOOD M7 SIDING MODIFIED VERTICAL GRAIN HEMLOCK W/ LIGHT WIRE BRUSH STONE VENEER KANSAS PRAIRIE STONE - FLINT M8 HILLS, CHOPPED SPLIT FACE - "FOX CREEK"

NOTE:

- ALL EXPOSED METAL INCLUDING, BUT NOT LIMITED TO, TYPICAL FLASHING, DOWNSPOUTS, GUTTERS, DRIP EDGE, VENT STACKS, FLUE PIPES, ETC, SHALL BE BLACK TO MATCH WINDOWS.
- GENERAL CONTRACTOR TO PROVIDE FULL SAMPLE MOCK UP IN FIELD PRIOR TO ORDERING ALL MATERIALS, TO BE APPROVED BY OWNER AND ARCHITECT.

9097 FLATS . 80 WEST MAIN . FRISCO . CO Exterior materials schedule Date: Revised 17 May 2022						
LABEL M9	ITEM DOORS/WINDOWS	COLOR	DESCRIPTION PELLA WINDOW COMPANY – COLOR "BLACK" INTERIOR & EXTERIOR OR			
MIO	EXTERIOR CORNER TRIM @ SIDING		APPROVED EQUAL – ALUMINUM CLAD WOOD WINDOW EXTRUDED ALUMINUM TRIM BY FREY REGLET OR SIMILAR (RE: DETAILS) COLOR			
MII	TILE DECKS AND PATIOS		BLACK TO MATCH WINDOWS (CUSTOM @ 2X12 SIDING) PORCELANOSA "ROXY GREY ANTISLIP OUTDOOR USE" 23"X23" OR APPROVED EQUAL			
MI2	EXPOSED POSTS/BEAMS		DOUG FIR #1 PER DETAILS STAIN TO MATCH FASCIA			
MI3	CAP STONE		GREY LIMESTONE			
M14	DECK RAILS AND STEEL BRACES		STEEL – POWDER COAT BLACK TO MATCH WINDOWS			
MI5	GARAGE DOOR		TO MATCH VERTICAL & HORIZONTAL WOOD SIDING PER DETAILS			

NOTE:

- ALL EXPOSED METAL INCLUDING, BUT NOT LIMITED TO, TYPICAL FLASHING, DOWNSPOUTS, GUTTERS, DRIP EDGE, VENT STACKS, FLUE PIPES, ETC, SHALL BE BLACK TO MATCH WINDOWS.
- GENERAL CONTRACTOR TO PROVIDE FULL SAMPLE MOCK UP IN FIELD PRIOR TO ORDERING ALL MATERIALS, TO BE APPROVED BY OWNER AND ARCHITECT.

4,23831 6-24-92

#### PUD AGREEMENT

#### FOR

#### ROYAL MOUNTAIN KANCH

THIS PUD AGREEMENT ("Agreement") is made and entered into as of the 13 day of <u>June</u>, 1992, by and between GATL B. and THOMAS L. HANSBERGER (referred to herein as "Developer") and THE TOWN OF FRISCO (referred to herein as the "Town").

#### WITNESSETH:

WHEREAS, the Town permits the creation of planned unit developments as an overlay zoning district pursuant to Section 180-30 of the Frisco Zoning Code; and

WHEREAS, Developer is the owner of approximately 7.5 acres of real property located on Main Street in the Town of Frisco, State of Colorado, which real property is described in Exhibit A attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, Developer desires to utilize the site design flexibility permitted under the Town's PUD ordinance in order to preserve certain land forms and to maximize the area of useable open space on the residential portion of the Property which comprises approximately 5.5 acres of the Property (the "Residential Property"), and to construct commercial uses on approximately 2 acres of the Property (the "Commercial Property") as shown on the PUD Plan for the Property; and '

WHEREAS, in order to preserve the natural amenities of the Property and maximize contiguous open space within the Residential Property, Developer desires to identify building envelopes with all residential structures to be constructed within such building envelopes without the necessity of providing setbacks for such structures within the building envelopes, which design option is desirable under a planned unit development; and

WHEREAS, Developer is willing to reduce the residential density from fourteen (14) units per acre permitted under the MU zoning classification, which would potentially allow a total of seventy-seven (77) units on the Residential Property, to approximately 2.3 units per acre, or a total of thirteen (13) units on the Residential Property, and to increase open space to at least fifty-five percent (55%) of the Residential Property, which exceeds the amount required under the MU zoning on the Property; and

WHEREAS, Developer is willing to reduce the permissible height of residential structures within the Residential Property from forty-five (45) Teet to thirty-five (35) feet; and

WHEREAS, Developer desires to develop the Commercial Property with the density, site coverage and height permitted under the existing MU zoning on the Property; and

WHEREAS, Developer desires to develop the Commercial Property, in a manner which is compatible with the Residential Property; and

WHEREAS, the Town will benefit and its Master Plan achieved by the reduction in allowable residential density, preservation of open space and construction by Developer of a ten (10) foot wide bike path adjacent to the Property along West Main Street within the Town right-of-way providing a valuable amenity for visitors to and residents of the Town; and

WHEREAS, the Developer will benefit from the planned unit development by aggregating open space, preserving existing land forms, maximizing the number of larger trees which can be preserved on the Property, being able to obtain building permits for construction within building envelopes with only staff review, not being required to file separate preliminary plats for each phase and being able to obtain foundation permits prior to final plat approval; and

WHEREAS, Developer and the Town desire to enter into this Agreement to ensure that the ordinances and regulations of the Town are satisfied and that the public health, safety and welfare is protected through approval of the PUD for Royal Mountain Ranch (referred to herein as the "PUD").

NOW, THEREFORE, in consideration of the premises, the parties hereby agree as follows:

<u>Consideration</u>. The parties agree that good and valuable consideration exists as a basis for this Agreement, including, but not limited to, the Town's approval of the PUD Plan attached hereto as Exhibit B and the Developer's agreement to construct a portion of the bike path on West Main Street from the Property's western boundary to the westerly right-of-way line of Madison Avenue as designated in the PUD Plan.

-2-

2. Binding Agreement and Recording. The parties agree that, pursuant to approval by the Town Planning Commission on May 21, 192, and the Town Council on June 2, 1992, this Agreement and the PU Plan filed with the Town are binding on the Town and the Developer, the Developer's successors, heirs and assigns. This Agreeme t and the PUD Plan shall be recorded in the Office of the Clerk an Recorder for the County of Summit, State of Colorado. Develop r agrees to notify subsequent purchasers of lots in the Proper y, including any purchaser of the Commercial Property, of the ex stence of this Agreement and the PUD Plan and the purchaser's potential obligations thereunder. The PUD Plan shall be recorded af er recordation of this Agreement and the Covenants (as defined be ow) and shall contain the recording information for this Agreeme t and the Covenants.

3. <u>PUD Creation</u>. The Town hereby approves and creates the Rout M. untain Ranch PUD and Developer agrees to commence, const. ct and complete the PUD in accordance with the following:

A. This Agreement, the Covenants (as defined in Paragr ph 8 below) and the architectural controls contained therein, th PUD Plan and the conditions of approval of all of these docume ts adopted by the Town Council as set forth in Notice of Decision by Town Council for File Number 068-92-PD dated June 3, 19 2;

B. The approved engineering, utility, landscaping, grading and drainage plans on file with the Town (the "Plans"); and

C. All applicable Town ordinances and regulations, as modified herein.

4. <u>Public Improvements</u>. Developer agrees to provide the fc lowing public improvements for each phase of the project, as such phases are described in Exhibit C attached hereto and incorpc ated herein by this reference, on or before a date not to exceed the (2) years after the date of commencement of construction of the applicable phase of the project, at no cost to the Town, in conformity with the Plans and the PUD Plan:

A. Ten (10) foot wide bike path, which will be mainteined by the Town after acceptance, from the western boundary of the Property to the western right-of-way line of Madison Avenue in m such parts of the Property as Developer\_and\_the Town may minually agree and Topon property owned by the Town which lies w hin the first twelve (12) feet from the northern boundary of the Property in locations upon which the Town and the Developer may minually agree, provided that Developer, with the consent of the

rown Staff, may construct portions of the bike path outside of the twelve (12) foot area in order to avoid cutting of trees;

Street signage as required by current Town require-

All water and canitary sewer lines as may с. required to serve the Property;

> Private streets as shown on the PUD Plan; D.

Fire hydrants as shown on the PUD Plan;

Landscaping as set forth on the approved landscape F. plan, including re-vegetation and landscaping of disturbed areas. and erosion controls before, during and after construction;

and

ments:

Storm drainage improvements according to the Plans;

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All gas lines, electric lines, telephone lines and н. ion lines, if any, as designed and installed by the ilities and suppliers.

Develo dompletion / the Town of 👘 of public i

agrees to provide the Town with as-built plans after construction. Developer further agrees to execute isco Improvements Agreement guaranteeing installation rovements as provided in Paragraph 6 below.

5. Property in thereto cont vared by T tion of al

Developer shall construct improvements on the inage. eccordance with the approved Drainage Plan and in a manner so as not to adversely affect adjacent property. All recommendations for construction of foundations and drainage related ined in the Drainage Report dated April 30, 1992, pre-Engineering, Inc., will be followed in the construct uildings.

E rety and Financial Guaranty. Developer shall provide б. financial socurity to the Town to guarantee the installation of the public improvements specified in Paragraphs 4A-4G above (the "Guaranty") in accordance with the phasing of construction described in-The Guaranty will be in an amount sufficient to secure Exhibit C. the full comb of construction and installation of the improvements for the phases of construction to be undertaken, plus a contingency of ten percent (10%) of such amount, as agreed to by the Town and Developer and detailed in the Improvements Agreements substantially

in the form attached hereto as Exhibit D. Exhibit D may be modified as necessary in light of the specific form of Guaranty being provided. The Guaranty will be either:

A. A deposit of escrow funds with the Town;

B. An escrow with a bank or savings and lean association upon which the Town can draw;

C. An irrevocable clean site draft letter of credit or commitment upon which the Town can draw:

D. A performance bond for the benefit of the Town upon which the Town can collect; or

Any other form of Guaranty approved by the Town.

The term of the Guaranty shall be for a period of time sufficient to cover the construction of the public improvements for the applicable phase of construction. If the construction for the applicable phase is not completed and paid for by Developer within the time limits permitted in Exhibit C, the Town may, in its absolute discretion, complete the construction or cause the same to be done and pay outstanding claims and bills incurred in connection with such construction from the escrow fund or Guaranty furnished hereunder. Developer shall pay any amount above the amount provided in the Guaranty required to complete the construction of the improvements.

If Developer pays for a part of the improvements for a phase which are then accepted by the Town, the Town shall reduce the amount of the Guaranty required for that phase, as long as the remaining Guarantv is sufficient to secure one hundred ten percent (110%) of the cost of the improvements not yet completed or accep-The Town shall release the Guaranty for a ted for that phase. particular phase of construction when all of the improvements for that phase have been constructed and accepted by the Town. At least thirty (30) days prior to the expiration date of any surety or Guaranty, Developer shall provide the Town a replacement or extension of the surety or Guaranty sufficient to cover the time for completing any remaining obligations of Developer pursuant to this Agreement. Developer's failure to provide such an extended form of surety, prior to said thirty (30) day period, shall constitute a failure to perform in accordance with this Agreement and shall give the Town the right to proceed immediately to liquidate and collect on the existing surety. Developer shall provide an adequate Guaranty for a phase prior to issuance of Building Permits for that phase of the project.

Indemnity. Developer shall defend and hold the Town har less from and against any and all claims or damages that may are from Developer's actions in connection with the execution of this Agreement and development of the Property, including, but not limited to, the construction of any public or private improvements. or the failure to construct the same. The Town shall have no responsibility to enforce the covenants referred to in Paragraph 8 below or in any way oversee the Architectural Control Committee, created therein.

8 <u>Recordation ^: Covenants and PUD Agreement.</u> Developer age sito record, aft. recordation of this Agreement, the Declarati m of Covenants, Conditions and Restrictions for Royal Mountain Ranch (the "Covenants"). The Covenants shall be deemed to be part of the provisions of this Agreement and shall be recorded prior to commencement of construction of improvements upon the Property. The "UD Plan shall be recorded after the Covenants and this Agreeare recorded and the PUD Plan shall contain the recording mer information for this Agreement and the Covenants. Said Covenants shall, among other things, create an Architectural Control Committae to approve all building and landscape plans on the Residential Property and Commercial Property in accordance with the rest tictions provided in the Covenants and this Agreement.

Development Criteria and Restrictions - Residential. 94 rty. The following development criteria and restrictions apply to all residential-building envelopes on the Residen al Property within the Property:

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Architectural Character. All buildings shall be Α. te-family, detached residences with accessory structures and sin Sconform with the snow shedding requirements of the Town. All hou is will have two-car attached garages and will range in size approximately 1,500 square feet to approximately 3,500 square Exterior materials design shall comply with the architec-**Equidelines** and procedures set forth in the Covenants. A11 ling plans shall be prepared by an architect registered in the prof Colorado and will be reviewed and approved by the Archiiral Control Committee.

Building Envelopes, Resubdivision. в. All primary dential structures shall be constructed within the building lopes shown on the PUD Plan. A foundation-only permit shall ssued and the building foundation completed on a building lope prior to issuance of a building permit and prior to final submission as described in Paragraph 13 below. At the time inal plat submission for a phase of the project, the portion

-6-

of the building envelope to be platted as a lot on such final plat shall include the actual building footprint (including any eaves or overhangs) plus such additional portion of the building envelope as the Developer may desire to include as part of the lot, with the portion of the building envelope to be excluded from the platted lot being added to the common area and considered open space for purposes of this Agreement. Variations of lots from the building envelopes shown on the PUD Plan shall not reduce the open space to an amount less than fifty-five percent (55%) of the Residential Property. Building envelopes, landscaping and Site Coverage of the Commercial Property must be submitted for approval by the Town Staff pursuant to the requirements of the MU Zoning ordinance prior to construction of improvements on the Commercial Property.

Landscaping will consist of mainte-Landscaping. C. nance of as many existing trees as are feasible on the common area outside of each building envelope as identified on the PUD Plan, supplemented by planting of additional trees and shrubs within the common area. Trees which may be removed are identified on the PUD. To the extent that any portion of a building envelope is not Plan. occupied by a residential structure or accessory improvements, that portion of the building envelope will be re-vegetated with indigenous materials and native plants as shown on the Landscape Plan to the extent necessitated by construction. All landscaping shall conform with the Landscape Plan. Such additional landscaping and re-vegetation within the building envelope will be completed within two (2) years after completion of construction of the residential Developer will provide addibuilding on the building envelope. tional landscaping, as identified on the PUD Plan, in accordance with the phasing schedule in Exhibit C. All areas disturbed during construction shall be re-vegetated and landscaped within two (2) years after completion of the construction activities which caused such areas to be disturbed. Developer and purchasers of any Lots within the Property shall be prohibited from removing or cutting down any trees, bushes or shrubs, unless said trees, bushes or shrubs are dead or diseased or identified for possible removal on the PUD Plan.

D. <u>Setbacks</u>. No buildings or other improvements, except fences, gates and driveways as permitted in this Agreement, may be constructed within the following setbacks:

(i) <u>PUD Setback Line</u>. All buildings shall be set back at least thirty (30) feet from all exterior boundaries of the PUD.

(11) <u>Puilding Envelopes</u>. Set-back lines from the boundaries of building envelopes shall not be required. In the avent a building extends across a building envelope by not more than three (3) feet, such construction shall not be deemed to be in violation of any setbacks or other requirements of the PUD Plan or this Agreement and an easement for such construction shall be deemed granted as provided in the Covenants.

E. <u>Height</u>. Residential buildings shall have a maximum height of thirty-five (35) feet as calculated by the Town's Standards.

F. <u>Floor Area</u>. All residential structures shall have a minimum floor area of 1,500 square feet of finished living space with a minimum footprint of 1,000 square feet, plus a garage with a minimum footprint of 400 square feet.

G. <u>Open Space</u>. The Residential Froperty shall have a minimum open space of fifty-five percent (55%) of the Residential Property. No development or other improvements, other than walking paths and fences approved by the Town Staff in accordance with current Town requirements, may be placed within the Topographic Amenity as shown on the PUD Plan.

H. <u>Parking and Driveways</u>. All parking will be in compliance with the Town Code. All residential structures will be required to have a two-car garage and a paved parking/driveway area within the common area in front of the garage with a minimum length of thirty (30) feet which will accommodate parking of one (1) additional vehicle.

I. <u>Private Streets</u>. All streets within the Residential Property and the Commercial Property shall be private streets. The private streets within the Residential Property shall be maintained by the homeowners' association created under the Covenants and the private streets within the Commercial Property shall be maintained by the owners of the Commercial Property. All private streets shall have a minimum width of twenty-four (24) feet. No curb or gutter will be required as part of such streets except around the perimeter of the landscaped cul-de-sac shown on the Plans as part of Phase III.

J. <u>Vacation of Existing Lot Lines and Easements</u>. Developer shall be permitted to vacate the existing lot line between Lots E-6 and E-7, Block E, Frisco West First Filing at the time of Final Plat approval for any phase of the project and to create new Lots at the time of Final Plat approval for each phase of the project. Developer also shall be permitted to vacate any existing utility easements and to relocate the existing water line on the Property with the consent of the affected utility, provided that a new easement for the relocation of any utilities shall be granted in connection with such relocation work. The Developer shall include in the Final Plat for the first phase of the project public dedications of existing paved bike path encroachments on the Property.

K. <u>Signage</u>. All signage constructed by the Developer within the Property shall conform with applicable requirements of the Town.

L. Fences. All fences located within the Property shall be not more than four (4) feet in height, other than a fence within the open space easement (as described below) on the Commercial Property which may be constructed at a height of up to six (6) feet or fences on other portions of the Property which may be up to six (6) feet in height if approved by the Architectural Control Committee and the Town Staff, and shall be constructed of wood, stone, brick or similar materials. All fences installed within the Property shall be approved by the Architectural Control Committee. Developer may, but shall not be required to, place entryway gates on the private roads entering the Residential Property.

M. <u>Sales and Construction Offices</u>. The Developer or its contractors shall be permitted to use the existing trailer located on the Property or another trailer which may be brought onto the Property as a construction office and sales office for development of the project for a one (1) year period of time after commencement of construction, with the right to apply for and obtain subsequent one (1) year extensions of time for such use until construction and sales of improvements upon the Property is completed in accordance with the applicable Town ordinance. In no event shall the existing trailer or a subsequently-used sales/ construction trailer be used for residential purposes.

N. Location of Buildings. The location of all buildings shall comply with applicable requirements of the Town Code concerning setbacks from the actual location of various utility lines within and adjacent to the Property.

O. <u>Snow Storage</u>. Snow storage areas shall be established in accordance with Town requirements (100 square feet for every 350 square feet of paved surface) and shall be maintained in the locations identified in the PUD Plan and shall be kept free of obstructions which would interfere with the storage of snow in such areas. **10.** <u>Development Criteria and Restrictions - Commercial</u> <u>Property</u>. The following development criteria and restrictions shall apply to all development of the Commercial Property within the PUD:

A. <u>Zoning</u>. The Commercial Property shall be constructed in accordance with the requirements of the MU zoning of the Property. Le area of the Commercial Property shall be limited to an amount that will result in the open space within the Residential Property being at least fifty-five percent (55%) of the area of the Residential Property.

Architectural Character. The architectural design. в. exterior building interials and other features of any development in the Commercial coperty shall be approved by the Architectural Control Committee created under the Covenants. All construction; within the Commercial Property shall first receive development approvals from the lown Staff. In the event Developer desires to sell the Commercial Property to one or more other developers, the Commercial Property shall first be subdivided into one or more separate Lots by opproval of a Final Plat by the Town Staff in accordance with the Final Plat requirements of the Town. After such subdivision approval and sale of separate commercial Lots, the developer of such commercial Lots shall comply with all development approval requirements of the Town.

C. <u>Other Provisions</u>. Development of the Commercial Froperty also shall be subject to the provisions of Paragraphs C, D(i), I, J, K, L, , N and O of Section 9 of this Agreement.

D. <u>Open Space Easement</u>. Calculations of site coverage of the Commercial Property shall include the portion of the Commercial Property identified on the Preliminary Plat as being subject to an open space easement to be granted to the homeowners association for maintenance and use as common area. The association may place feaces, gates and trails within the open space easement. No commercial structures or improvements may be placed within the open space easement.

11. <u>Phasing</u>. The Property will be developed in phases asidentified in Exhibit C. Each phase shall include sufficient public improvements to adequately service such phase and a portion of the common area landscaping, as shown on Exhibit C. Prior to the sale of a Lot within Phase I, the Developer will convey to the homeowner association created under the Covenants, as common area, the portion of the "Topographic Amenity" which is adjacent to Building Envelopes 1-6 and the Common Area adjacent to Building Envelopes 1-6 shown on the PUD Plan as Phase 1 of such open space

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conveyance. Prior to the sale of a Lot in Phase III, the Developer will convey to the homeowner association, as common area, all of the Common Area and the Topographic Amenity shown on the PUD Plan as Phase 2 of such open space conveyance and shall convey the open space easement on the Commercial Property to the homeowners association. The open space easement shall be conveyed to the Association prior to any construction of improvements within the Commercial Property. The bike path along West Main Street shall be constructed as part of Phase I. Final Plats, but not preliminary plats, shall be required in connection with each phase.

12. <u>Maintenance of Common Area</u>. The homeowners' association created under the Covenants shall be responsible for maintenance, repair and improvement of the common area within the Residential Property and the open space easement on the southarn portion of the Commercial Property, as shown on the PUD Plan. The homeowners' association will collect assessments from individual owners in order to obtain sufficient funds to maintain the common area and open space easement in accordance with the Covenants. Underground utilities to serve either the Residential Property or the Commercial Property may be placed within the common area and the open space easement with the consent of the Developer or any successor Dack rant under the Covenants.

13. Foundation-Only Permits and Design Review. The Town will issue foundation-only permits to Developer or any Lot owner for Building Envelopes within each phase of the project after recordation of this Agreement, but prior to Final Plat approval for each respective phase. Any additional design review or review of building plans required in the future may be approved by the Town of Frisco Department of Community Development Staff without any further action by the Town Planning Commission or Town Council. Following the delivery of an Improvement Location Certificate showing a foundation built in compliance with the requirements of this Agreement, the Town, through its Department of Community Development, will approve the issuance of a full Building Permit.

are the owners of the Property described in Exhibit A and agree to provide an updated title insurance commitment, showing such ownership, as of the date of recording of this Agreement and the PUD. Plan.

15. <u>Remedies for Breach</u>. If Developer breaches this Agreement in any respect, the Town may withhold approval of all Building Permits and other development applications requested for the PUD until such breaches have been cured. This remedy shall be in addition to all other remedies available to the Town at law or in equity.

16. Entire Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the Royal Mountain Ranch PUD and supersedes all other prior understandings, both written and oral, between the parties with respect to the subject matter hereof.

### 17. <u>Miscellaneous</u>.

A. <u>Notices</u>. All notices and demands shall be given in writing by personal service or certified mail, postage prepaid and return recein requested. Notices shall be consider d given when served or w in three (3) days after such notices have been deposited in be United States mail and receipted therefor by the United States ostal Service. Notices shall be addressed to the addresses set orth below for the respective parties, provided that if any party dives written notice of a change in name or address, notices to the giver of that notice of change shall thereafter be given as set forth in such notice of change:

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To Poveloper:

With a Copy to:

Gail and Thomas Hansberger 1024 S.E. Fourth Street Fort Lauderdale, Florida 33301 Telephone: (305) 524-6620

Mark L. Deuser 5300 North Federal Highway Fort Lauderdale, Florida 33308 Telephone: (305) 776-0343 FAX: (305) 493-8120

and

James L. Kurtz-Phelan, Esq. Berenbaum & Weinshienk, P.C. 370 17th Street Suite 2600 Denver, Colorado 80202-5626 Telephone: (303) 825-0800 FAX: (302) 629-7610

Town cf Frisco P.O. Box 370 Frisco, Colorado 80443 Telephone: (303) 668-5276 FAX: (303) 668-0677

To the Town:

Amendments and Modifications. Any amendments or в. modifications of this Agreement and any consents or approvals given pursuant to this Agreement shall be in writing and shall be signed by all parties hereto.

Compliance With Laws, Ordinances and Regulations С. In performing the obligations, covenants and conditions of this Agreement, the parties will comply with all applicable laws, ordinances and regulations as specified herein.

Arbitration. Any party to this Agreement may, at its option, in the event of any controversy or claim arising out of or related to this Agreement, or the alleged default of any party hereunder, have such dispute settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator chosen in accordance with said rules. Judgment upon any award rendered by the arbitrator may ke entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in Summit County, Colorado, and shall be governed by the laws of the State of Colorado.

Attorneys' Fees. The prevailing party in any action Ε. w or arbitration proceeding brought for the purpose in a court of r provision of this Agreement, shall be entitled to of enforcing receive reaso ble attorneys' fees from the other party.

The parties hereby agree that the Governing Law. his Agreement shall be construed and enforced in provisions of accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first set forth above.

13-

**DEVELOPER:** 

5 Harsb

GAIL B. HANSBERGER

TOWN:

By:

THE TOWN OF FRISCO TOWN COUNCIL

By:

PLANNING COMMISSION, TOWN OF FRISCO

about?

Its: Chairman

The foregoing Agreement was acknowledged before me this 13 , 1992, by GAIL B. HANSBERGER and day of <u>JUNE</u>, 19 THOMAS L. HANSBERGER, as Developer.

SS.

WITNESS my hand and official seal.

My commission expires: May 18, 1993

FLORIDA

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ATTEST:

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OUN Y OF BROWARD

Notary Public

NOTARY PUBLIC; STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES MAY 18, 1993 BONDED THRU HUCKLEBERRY & ACSOCIATES

STATE OF COLORADO SS. COUNTY OF SUMMIT The foregoing Agreement was acknowledged before me this dolld day of <u>Junic</u>, 1992, by <u>James A.S</u> the Mayor of the Town of Frisco, and attested to by \_\_\_\_ Drive Stariff, the Town Clerk, on behalf of the Town Council of the Town of Frisco. WITNESS my hand and official seal. Niace S 142 My commission expires: Notary Public STATE OF COLORADO SS. COUNTY OF SUMMIT The foregoing Agreement was acknowledged before me this  $\partial^{\mathcal{BET}}$ cay of , 1992, by Thomas コレットモ ane Stauttin as Chairman, of the Planning Commission for the Town of Frisco WIINESS my hand and official seal. My commission expires: Notary Public -15-

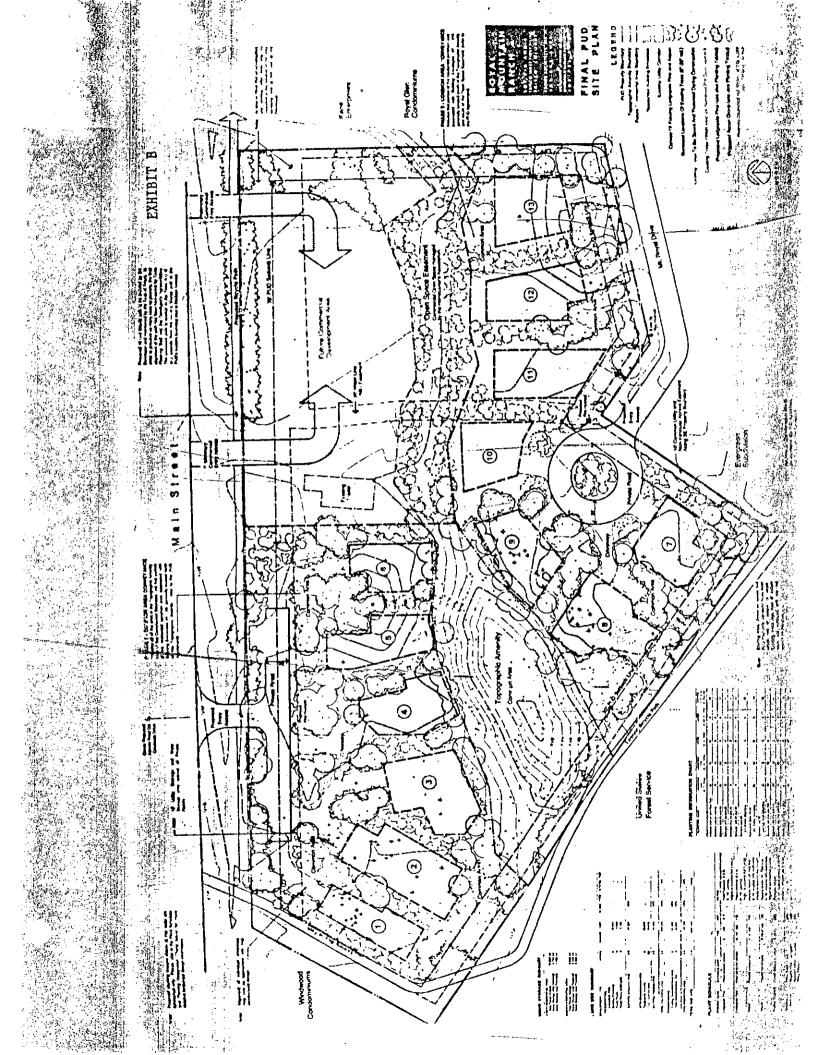
### EXHIBIT A

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### Legal Description of Property

Lots E-6 and E-7, Block E, Frisco West First Filing, being a part of the South 1/2 of the Northeast 1/4 of Section 34, Township 5 South, Range 78 West-of the Sixth Principal Heridian, Town of Frisco, Summit: County, State of Colorado.





### EXHIBIT C

### Phasing Schedule

### <u>Phase I</u>

Start Construction by End of May, 1994

Construction of Private Road, Infrastructure and Hydrants for-Building Envelopes 1 through 6

Construction of 2 Single-Family Homes on Building Envelopes 1 through 6\*

Pave Private Drive to Building Envelopes 1 through 6

Pave Driveways to First Two Homes to be Built

Construction of Bike Path to Madison

Storm drainage improvements as necessary for constrution of Phases I and II, in accordance with the Drainage Report for the Property dated April 30, 1992, and the Plans

Re-Vegetation of Disturbed Area and Landscape Per Plan of Areas Around Proposed Building Envelopes and Main Street Entrance

### Phase II

Start Construction by End of May, 1996

Construction of Two to Four Homes Within Building Envelopes 1 through 6

Re-Vegetation and Landscape of Disturbed Areas

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Start Construction by End of May, 1998

Construction of Loop Drive, Infrastructure and Hydrants for Building Envelopes 7 through 13

> Construction of 1 to 7 Homes on Building Envelopes 7 through 13 and Any Remaining Building Envelopes Within Building Envelopes 1 through 6

Pave Driveways\_to Building Envelopes 7 through 13 and Any Others Constructed in This Phase

Storm drainage improvements as necessary for construction of Phases III and IV in accordance with the Drainage Report for the Property dated April 30, 1992, and the Plans

Re-Vegetation and Landscape of Disturbed Areas

<u>hase IV</u>

Start Construction by End of May, 1998

Development of Commercial/Retail Portions of Property

The Building Envelopes built-out during Phase I will be determined prior to application for <u>foundation</u> permits, but will be located in the portion of the Property closest to Main Street.

### 1.55.55 FRISCO

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### FIRST AMENDMENT TO PUD AGREEMENT FOR ROYAL MOUNTAIN RANCH

This First Amendment to PUD Agreement for Royal Mountain Ranch (the "Amendment") is made and entered into as of the  $7^{\frac{1}{2}}$  day of Normalized and between Royal Mountain Ranch, Inc., a Colorado corporation (the "Developer") and the Town of Frisco (the "Town").

### WITNESSETH:

WHEREAS, the Town and the Developer's predecessors in interest, Gail B. Hansberger and Thomas L. Hansberger, entered into that certain PUD Agreement for Royal Mountain Ranch, dated June 13, 1992 (the "Agreement") governing the real property described as Lots E-6 and E-7, Block E, Frisco West First Filing, as described in the Agreement (the "Property"); and

V.HEREAS, Developer has acquired the Property and acceded to all of the rights and responsibilities of Gail B. and Thomas L. Hansberger as Developer under the Agreement; and

WHEREAS, in connection with obtaining final plat approval from the Town for a portion of the Property, Developer desires to make certain changes to the Agreement in light of current planning objectives and economic conditions while maintaining the benefits to the Town contained in the Agreement; and

WHEREAS, the Town finds that such changes to the Agreement are consistent with the purposes of the Agreement and the policies and goals of the Town and is willing to agree to such changes to the Agreement.

NOW, THEREFORE, in consideration of the premises, the parties hereby agree as follows:

17:

1. The Agreement is amended by the addition of the following new paragraph

"17. <u>Final Plat of Residential Property</u>. Notwithstanding anything contained in the Agreement to the contrary, Developer may convert Building Envelopes to Lots prior to construction of building foundations on such Building Envelopes and may combine two or more Building Envelopes into a single Lot by submitting to the Town a final plat showing the Building Envelope or Envelopes being converted to a Lot or Lots and obtaining approval of the final plat pursuant to the Town's subdivision requirements. Upon approval of such final plat by the Town Council, all references to Building Envelopes contained in the Agreement shall be deemed to refer to the Lots created by such final plat. The final plat shall be reviewed and approved in accordance with applicable requirements of the Town. In no event may the aggregate area of Lots created pursuant to such plat or plats result in the Common Area of the Residential Property being less than 55% of the total area of the Residential Property. Further, in no event may the number of Lots created pursuant to such plat or plats exceed the number of Building Envelopes set forth on the PUD Plan, but the number of Lots may be less than the number of Building Envelopes shown on the PUD Plan.

2. Paragraph 11 of the Agreement is amended by the addition of the following provisions:

"Notwithstanding the phases identified in Exhibit C or the foregoing provisions of this paragraph 11, in the event the Developer obtains approval of a final plat or plats for the Property which results in the conversion of Building Envelopes to Lots, the Developer shall convey to the Homeowner's Association created under the Covenants all Common Area located within the portion of the Residential Property being platted and which has not previously been conveyed to the Homeowner's Association prior to the sale of any Lots identified on such final plat or final plats. Upon approval of a final plat and conveyance to the Homeowner Association of the portion of the Common Area contained within such plat, Developer may convey Lots within such final plat regardless of the phase identified on Exhibit C within such Lot is located."

3. The Town hereby acknowledges and agrees that Royal Mountain Ranch, Inc., is the Developer under the Agreement. All notices to the Developer shall be sent to the following eddress:

To:

Royal Mountain Ranch, Inc., a Colorado corporation 1024 S.E. Fourth Street Fort Lauderdale, Florida 33301 With a Copy To:

James L. Kurtz-Phelan, Esq. Berenhaum, Weinshienk & Eason, P.C. 370 17th Street, Suite 2600 Denver, Colorado 80202

4. All defined terms used herein shall have the same meaning as set forth in the Agreement.

IN WITNESS WHEREOF, this Amendment has been executed as of the date and year first set forth above.

### DEVELOPER:

ROYAL MOUNTAIN RANCH, INC., a Colorado corporation

Its:

TOWN:

ATTES. Town Cle

THE TOWN OF FRISCO TOWN COUNCIL

PLANNING COMMISSION, TOWN OF FRISCO

By: Its: Ch airmat

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STATE OF FLORIDA	)
· _	) 53
COUNTY OF BROWARD	)

The foregoing instrument was acknowledged before me this 67h day of NOUEMBER, 1995 by homas L. HANSBELLERS PRESIDENT Mountain Ranch, Inc., a Colorado corporation. of Royal

Witness my hand and official seal.

Notary Public

My commission expires:

STATE OF COLORADO COUNTY OF SUMMIT

 $\circ$ 

The foregoing instrument was acknowledged before me this <u>744</u> day of November, 1995 by M.L. Etie\_\_\_\_ as Mayor of Town of Frisco, and The Town Clerk on behalf of the Town Council attested to by VIVIAN TOUVE of the Town of Frisco.

SS.

Witness my hand and official seal.

ssidn expires: Man

Notary Public

# STATE OF COLORADO

) ss.

# COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this  $\frac{h(c)}{The}$  day of  $\frac{h(c)}{Commission}$ , 1995 by  $\frac{5cd}{Frisco}$  as Chairman of The Planning Commission, Town of Frisco.

Witness my hand and official seal.

Notary Public 31 (999 nission expires: Ma

-5-

c:\wp51\files\misc\kurtz-ph\royal.amd

After recording, return to:

James L. Kurtz-Phelan, Esq. Berenbaum, Weinshienk & Eason, P.C. 370 17th Street, Suite 2600 Denver, Colorado 80202-5626

### BPECIAL WARRANTY DEED

THIS DEED made as of this  $\frac{f(2)}{f}$  day of November, 1995, between ROYAL MOUNTAIN RANCH, INC., a Colorado corporation (hereinafter referred to as "Grantor"), and THE ROYAL MOUNTAIN RANCH OWNERS ASSOCIATION, a Colorado non-profit corporation, whose legal address is 720 Granite Street, Frisco, Colorado 80443 (hereinafter referred to as "Grantee").

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Exempt Recorder

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, and its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Summit, State of Colorado, described as follows:

> See, Exhibit A, attached hereto and incorporated herein by this reference.

Address: Vacant Land.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or in equity, of, in and to the above-bargained premises with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above-bargained and described with the appurtenances, unto Grantee and its successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant and agree to and with Grantee, and its successors and assigns, that at the time of the ensealing and delivery of these presents, Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, and its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under the Grantor, but not otherwise, subject, however, to real property taxes and assessments for 1995 and subsequent years; all applicable laws, rules and regulations; all matters that would be disclosed by an accurate survey of the Property; and all covenants, conditions, restrictions, easements, rights-of-way and encumbrances of record.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this Deed as of the date set forth above. ROYAL MOUNTAIN RANCH, INC., a Colorado corporation Hansberger By: Thomas Hansberger, PRESIDENT CALLNADO STATE OF PLORIDA SS. COUNTY OF SULLALIT The foregoing Deed was acknowledged before me this  $\frac{1344}{M}$  day  $\frac{1344}{M}$  day  $\frac{1344}{M}$  and  $\frac{1344}{M}$  day  $\frac{1344}{M}$  and  $\frac{13$ of o! WITNESS my hand and official seal. 10.26-47 My commission expires: Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF COMMON AREA

THE LAND SHOWN AS "COMMON AREA" ON FIRST FILING OF THE ROYAL MOUNTAIN RANCH P.U.F., A SUBDIVISION AS FILED FOR RECORD AT RECEPTION NO. IN THE OFFICE OF THE CLERK AND RECORDER FOR SUMMIT COUNTY. SAID SUBDIVISION BEING A. REPLAT OF LOTS E-6 AND E-7, BLOCK E, OF THE FRISCO WEST FILING NO. 1 SUBDIVISION, A SUBDIVISION AS FILED FOR RECORD AT RECEPTION NO. 141316 IN THE OFFICE OF THE CLERK AND RECORDER FOR SUMMIT COUNTY, COLORADO.

SAID "COMMON AREA" PEING ALL THE LAND CONTAINED WITHIN THE BOUNDARY OF THE SAID FIRST FILING OF THE ROYAL MOUNTAIN RANCH P.U.D. EXCLUDING THE COMMERCIAL LOT 1, AND LOTS 2 THRU 13.

S ID "COMMON AREA" CONTAINS 4.2 ACRES MORE OR LESS.

ELINE SURVEYS, INC. BOX 7578 CKENRIÐGE, CO 80424 DJ 453-7155 NO. \WP\DATA\1397CA.ASC

## EASEMENT VACATION AGREEMENT

THIS EASEMENT VACATION AGREEMENT (the "Agreement") is made and entered into by and among ROYAL MOUNTAIN RANCH, INC., a Colorado corporation ("Owner"), THE TOWN OF FRISCO, a Colorado municipal corporation ("Town"), and those utility companies which are signatories to this Agreement (the "Utilities").

### WITNESSETH:

WHEREAS, a certain 20-foot water line and utility easement was dedicated across Lots E-6 and E-7, Frisco West Filing No. 1, recorded at Reception Number 141316 in the records of the Clerk and Recorder for the County of Summit, State of Colorado (the "Easement"); and

WHEREAS, Owner has filed the First Filing of Royal Mountain Ranch P.U.D., a replat of Lots E-6 and E-7 (the "Replat"), for approval by the Town; and

WHEREAS, in connection with the Replat, Owner desires to vacate the Easement and grant a new 20-foot water line and utility easement as described in the Replat; and

WHEREAS, the Town is willing to consent to the vacation of the Easement in connection with approval of the Replat; and

WHEREAS, the Utilities are willing to consent to the vacation of the Easement, to be effective upon recording of the Replat; and

WHEREAS, any existing utility lines currently in place within the Easement will remain in place within the new easement created under the Replat.

NOW, THEREFORE, the part is hereby agree as follows:

1. The parties to this Agreement hereby acknowledge and agree that the Easement is and shall be vacated, effective upon recordation of the Replat.

 The parties hereby acknowledge and agree that any existing utility lines currently in place within the Easement shall remain in place in their current location, unless relocated by Owner at its expense, and that such existing or relocated utilities
 shall be located within the new 20-foot water line and utility easement created pursuant to the Replat. 3. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

4. This Agreement shall be recorded in the records of the Clerk and Recorder for the County of Summit, State of Colorado, immediately after recordation of the Replat.

5. In the event the Replat is not approved by the Town and executed by the Town of Frisco Planning Commission and Town of Frisco Town Council, the Easement shall remain in full force and effect and this Agreement shall be null and void and of no further force or effect. This Agreement shall not be recorded in the event the Replat is not approved by the Town.

IN WITNESS WHEREOF, the parties have executed this Easement Vacation Agreement as of the <u>710</u> day of <u>Alvember</u>, 1995.

ROYAL MOUNTAIN RANCH, INC., a Colorado corporation

Bv: Thomas L. Hansberger, President



BOARD OF TRUSTEES OF THE TOWN OF FRISCO

By:

FRISCO SANITATION DISTRICT, a quasimunicipal corporation

) (shel By: DESTREET MANAGER Its:

PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation

By: Its: ENGINEERING MANAGEL

U.S. WEST COMMUNICATIONS, INC., a Colorado corporation

. \_\_\_\_\_. By: Its:

TCI CABLE, INC., a Colorado corporation

	By: Its:
FLORIDA STATE OF COXDIXADO BROWARD	) ) ss.
COUNTY OF	)

The foregoing Easement Vacation Agreement was acknowledged before me this <u>674</u> day of <u>NOVEMBER</u>, 1995, by Thomas L. Hansberger, as President, of ROYAL MOUNTAIN RANCH, INC., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires:  $\frac{\partial}{6}/\frac{96}{96}$ 

in Notary Public

۲۹۵۵ (۱۹۵۵) ۲۵۵۵ (۱۹۵۵) ۲۹۵۵ (۱۹۹۵) ۲۰۰۰ (۱۹۹۵) ۲۹۵۵ (۱۹۵۵) ۲۰۰۰ (۱۹۹۵) ۲۰۰۰ (۱۹۹۵) PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation

	By: Its:
	U.S. WEST COMMUNICATIONS, INC., a Colorado corporation
	Its: <u>R/w</u> MANAGER
	TCI CABLE, INC., a Colorado corporation
	By: Its:
STATE OF COLORADO ) )	5.
COUNTY OF)	
The forcgoing Easement	Vacation Agreement was acknowledged , 1995, by

The forcgoing Easement vacation Agreement was downowledged before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 1995, by Thomas L. Hansberger, as President, of ROYAL MOUNTAIN RANCH, INC., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires:

Notary Public

PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation

ву:	
Its:	

U.S. WEST COMMUNICATIONS, INC., a Colorado corporation

By:	
Dy+	
Its:	

TCI CABLE, INC., a Colorado corporation

By: Its:

STATE OF COLORADO

COUNTY OF

The foregoing Easement Vacation Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 1995, by Thomas L. Hansberger, as President, of ROYAL MOUNTAIN RANCH, INC., a Colorado corporation.

ss.

)

WITNESS my hand and official seal.

My commission expires:

Notary Public

	· ·
STATE OF COLORADO	) ) 55.
COUNTY OF SUMMIT	)
The foregoing E before me this <u>146</u> <u>11.L.Efic</u> by <u>Vuirla</u> Touve FRISCO, a Colorado mu	
WITNESS my hand	and official seal.
My commission ex	
NOTA RY	- Clace
W BLNC	Notary Public
STATE OF COLORADO	) ) <u>5</u> 5.
COUNTY OF SUMMIT	)
The foregoing I before me this <u>LHA</u> Butch Green FRISCO SANITATION DI	Easement Vacation Agreement was acknowledged day of, as <u>District Manager</u> of STRICT, a quasi-municipal corporation.
	and official seal.
My commission e	Notary Public

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STATE OF COLORADO ) 55. COUNTY OF Summi The foregoing Easement Vacation Agreement was acknowledged before me this Att day of <u>Criches</u>, 1995, by PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation. WITNESS my hand and official seal. 5-110.41 My commission expires: Nota STATE OF COLORADO SS. COUNTY OF The foregoing Easement Vacation Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ of , as U.S. WEST COMMUNICATIONS, INC., a Colorado corporation. WITNESS my hand and official seal. My commission expires:

Notary Public

STATE OF COLORADO ) )
COUNTY OF )
The foregoing Easement Vacation Agreement was acknowledged before me thiz day of, as of
PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation.
WITNESS my hand and official seal.
My commission expires:
Notary Public
STATE OF COLORADO ) ) ss.
COUNTY OF <u>ADAMS</u> )
COUNTY OF <u>TOPAND</u> , The foregoing Easement Vacation Agreement was acknowledged before me this <u>9</u> day of <u>OCTOBER</u> , 1995, by <u>Dance</u> <u>P. Harey</u> of U.S. WEST COMMUNICATIONS, INC., a Colorado corporation.
WITNESS my hand and official seal.
My commission expires: 12-22-96
Buen LAW Culles
BRUCEL McCULLOCH
and the second
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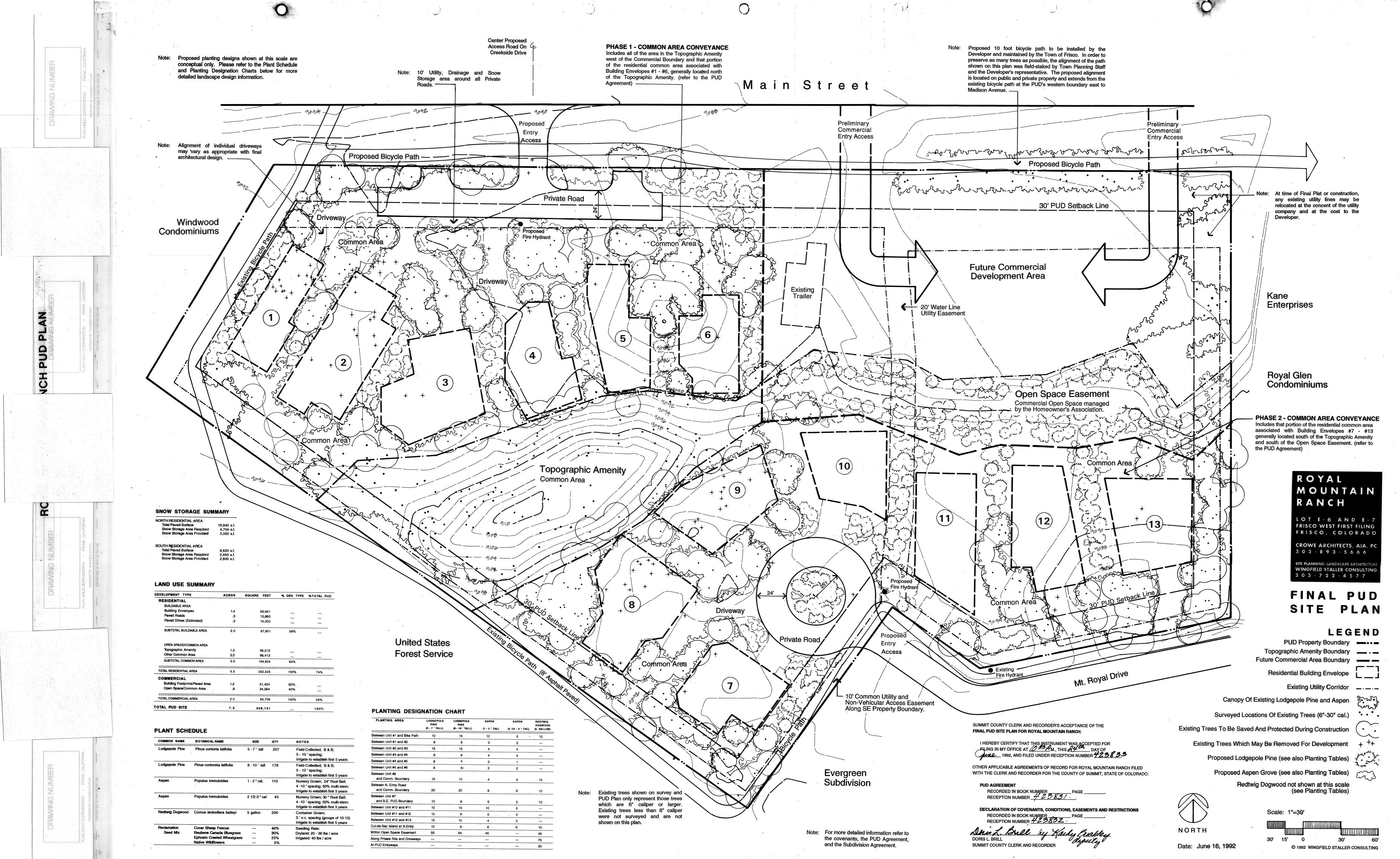
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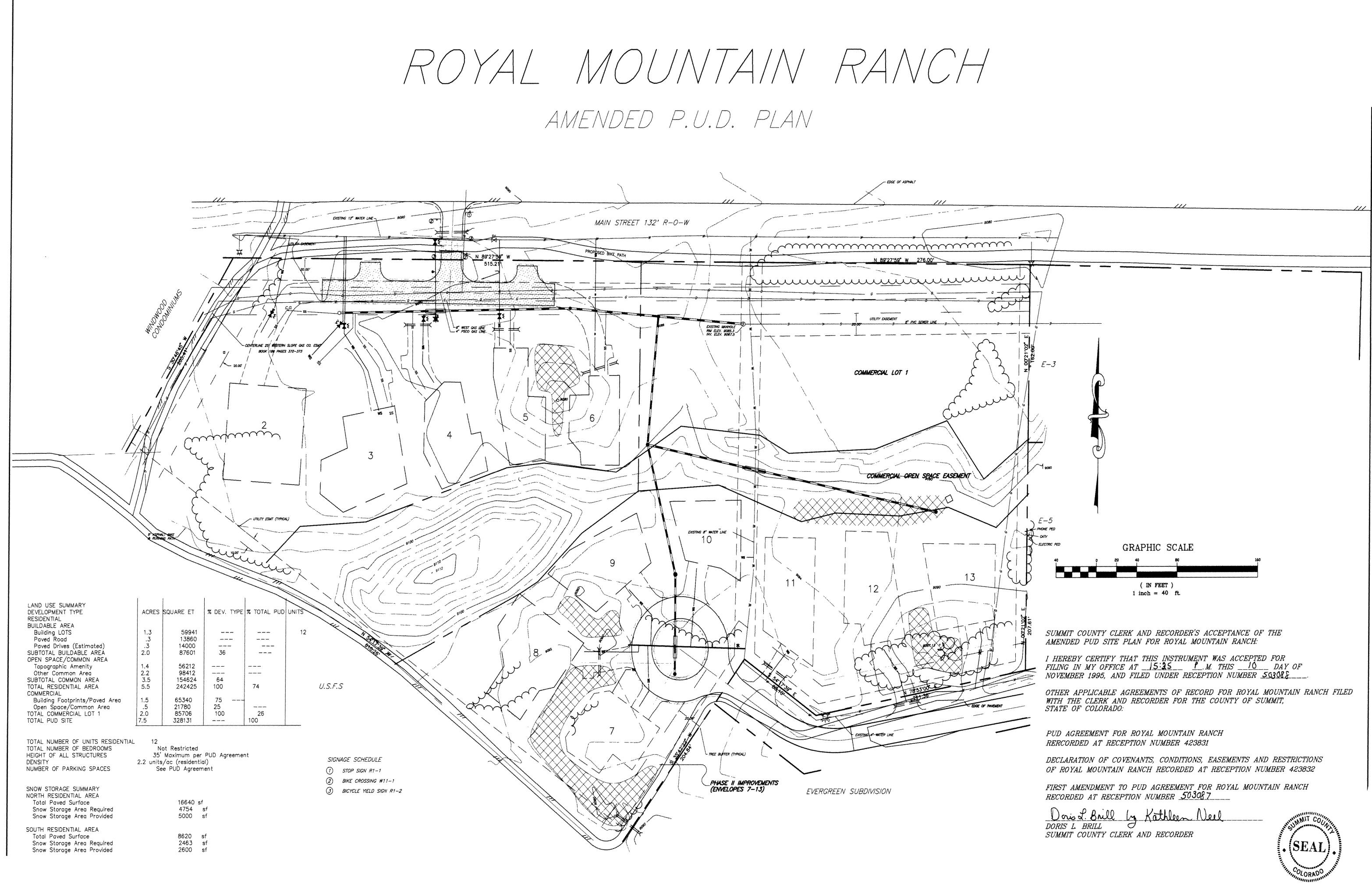
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STATE OF COLORADO }) ss. COUNTY OF <u>SUMMIT</u> }) The foregoing Easement Vacation Agreement was acknowledged before me this 4th day of <u>October</u>, 1995, by Dan L. Chambers, <u>Technical Operations Manager</u>, as <u>of</u> TCI CABLE, INC., a Colorado corporation. WITNESS my hand and official seal. My commission expires: <u>10-26-97</u> My commission expires: <u>10-26-97</u> Notary Public Notary Public

c:\wp51\jimsep5\RMR.eva (clg)



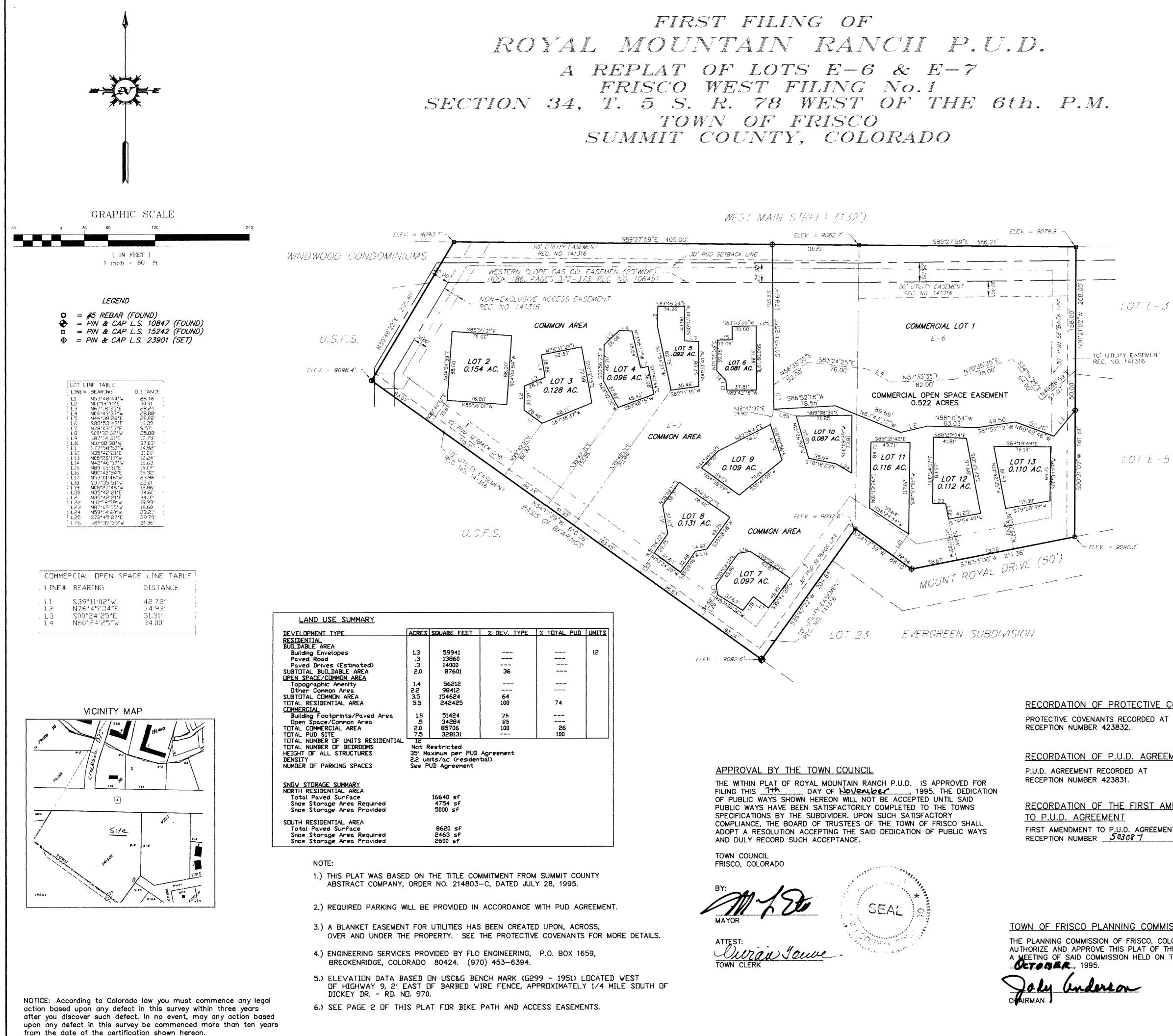
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RECORDATION OF PROTECTIVE COVENANTS

RECORDATION OF P.U.D. AGREEMENT

RECORDATION OF THE FIRST AMENDMENT FIRST AMENDMENT TO P.U.D. AGREEMENT RECORDED AT RECEPTION NUMBER 503087

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS: ROYAL MOUNTAIN RANCH, INC. BEING THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY:

LOTS E-6 AND E-7, BLOCK E, FRISCO WEST FILING NO. 1, A SUBDIVISION AS FILED FOR RECORD AT RECEPTION NO. 141316 IN THE OFFICE OF THE CLERK AND RECORDER FOR SUMMIT COUNTY, COLORADO. SAID PARCEL CONTAINS 7.533 ACRES.

HAVE LAID OUT, PLATTED AND SUBDIVIDED AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF; "ROYAL MOUNTAIN RANCH P.U.D.", AND BY THESE PRESENTS HEREBY DEDICATE TO THE PERPETUAL USE OF THE TOWN OF FRISCO, STATE OF COLORADO, THE STREETS, ALLEYS, ROADS, BIKEPATHS AND OTHER PUBLIC AREAS AS SHOWN HEREON AND HEREBY DEDICATE THOSE PORTIONS OF LAND LABELED AS UTILITY EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AS SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID OWNER, ROYAL MOUNTAIN RANCH INC., THOMAS L. HANSBERGER, PRESIDENT, HAS CAUSED HIS NAME TO HEREUNTO BE SUBSCRIBED THIS DAY 672 OF NOUEMBER, AD 1995.

BY: ROYAL MOUNTAIN RANCH, INC.

- Tromas h Hansberger
- BY: THOMAS L. HANSBERGER, PRESIDENT

## NOTARIAL

STATE OF COLOARADO FLORIDA COUNTY OF SUMMIT BROWARD

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 6 TH DAY OF ADVENCE A. 1995, BY THOMAS L. HANSBERGER, PRESIDENT OF ROYAL MOUNTAIN RANCH, INC.

MY COMMISSION EXPIRES 3/6/96 WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC - and And Mile

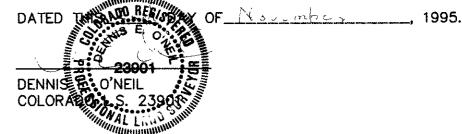
### TITLE COMPANY CERTIFICATE

SUMMIT COUNTY ABSTRACT COMPANY DOES HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO ALL LANDS SHOWN HEREON AND ALL LANDS HEREIN DEDICATED BY VIRTUE OF THIS PLAT AND TITLE TO ALL SUCH LANDS IS IN THE OWNERS FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS: NONE

DAY OF November, 1995. aun aluderson AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY.

### SURVEYOR'S CERTIFICATE

I, DENNIS E. O'NEIL, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT AND SURVEY OF ROYAL MOUNTAIN RANCH P.U.D., WAS PREPARED BY ME AND UNDER MY SUPERVISION AND THAT BOTH ARE ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. STEEL PINS AND/OR BRASS CAP MONUMENTS WERE SET AT ALL BOUNDARY CORNERS.



## SUMMIT COUNTY CLERK AND RECORDER'S ACCEPTANCE

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS ACCEPTED FOR FILING IN MY OFFICE AT <u>15:29</u>.M., THIS <u>10</u> DAY OF <u>November</u> 1995, AND FILED UNDER RECEPTION NO. <u>503089</u>.

Doris L. Brill by Kathleen Neel DORIS L. BRILL

SUMMIT COUNTY CLERK AND RECORDER



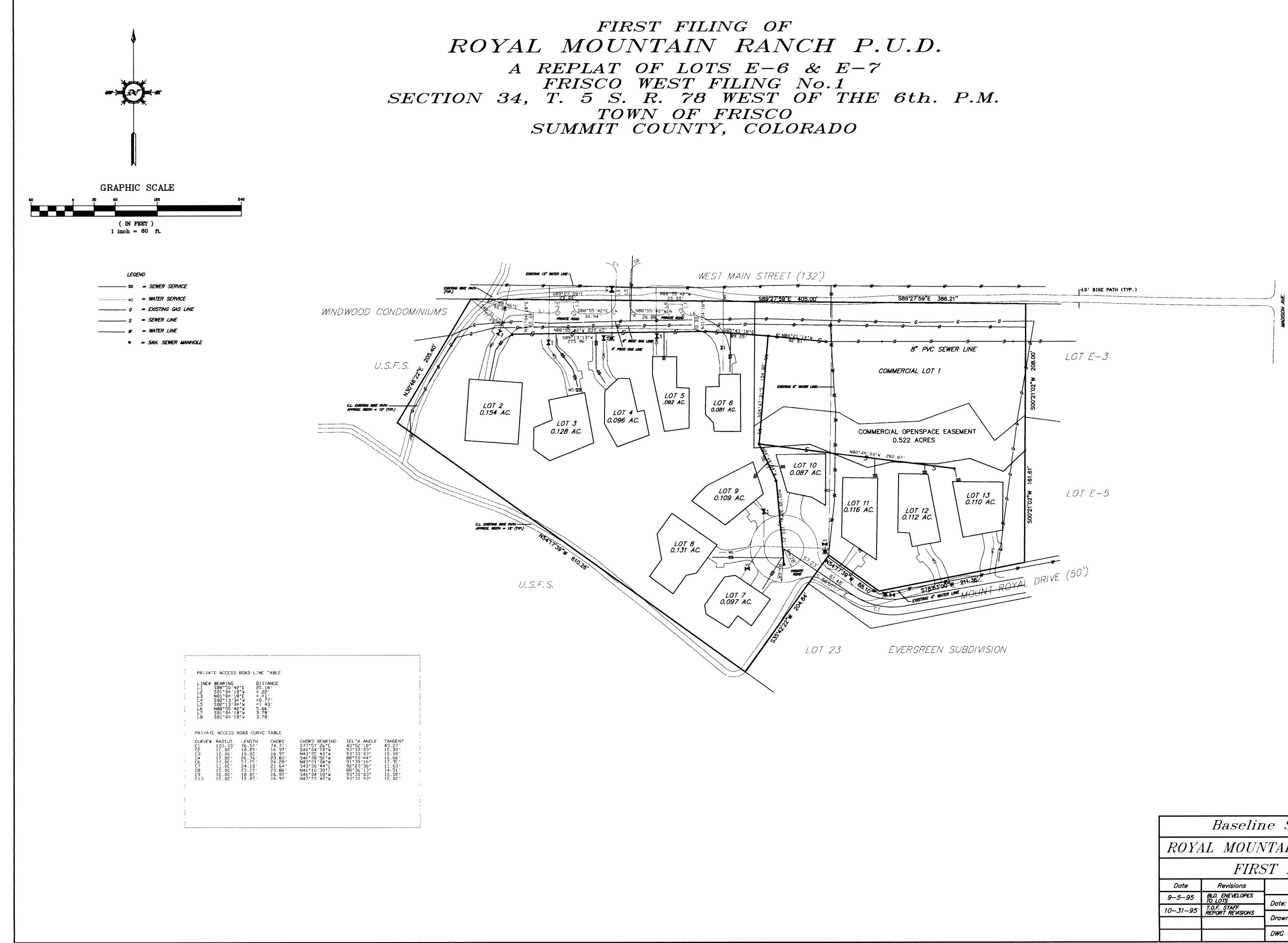
	Baselin	ne Su	rveys	Inc.	
ROYA	IL MOUN	TAIN	RANC	'H P.U.D.	
	FIRST FILING				
Date	Revisions	P.O. BOX BRECKEN	7578 RIDGE, CO 80	(970) 453–7155 )424	
9-5-95	BLD. ENVELOPES TO LOTS		8/29/95	Scale Horiz 1"= 60'	
10-31-95	T.O.F. STAFF REPORT REVISIONS	Drawn By:	DAL/DO	SHEET 1 OF 2	
		DWG File:	1397FFP1		

TOWN OF FRISCO PLANNING COMMISSION APPROVAL

THE PLANNING COMMISSION OF FRISCO, COLORADO, DOES HEREBY AUTHORIZE AND APPROVE THIS PLAT OF THE ABOVE SUBDIVISION AT A MEETING OF SAID COMMISSION HELD ON THIS \_\_\_\_\_ CAL DAY OF



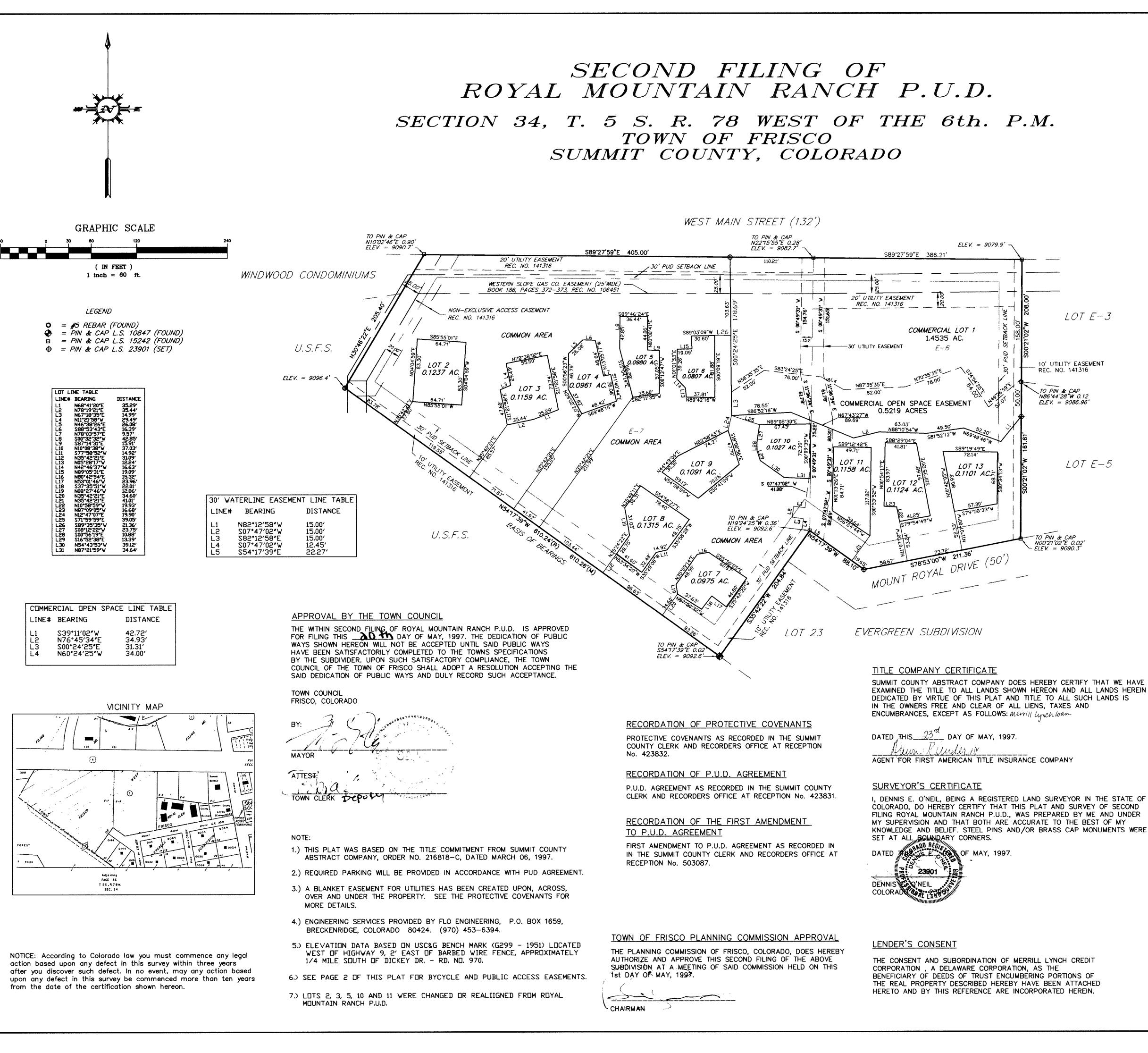
# 3 ЦО 3 SHEET



Baseline Surveys Inc.					
ROYA	ROYAL MOUNTAIN RANCH P.U.D.				
	FIRST FILING				
Date	Date Revisions				
9–5–95	BLD. ENEVELOPES TO LOTS	Date:	8/29/95	Scale Horiz 1"= 60'	
10-31-95	T.O.F. STAFF REPORT REVISIONS	Drawn B	<b>y:</b> DAL/DO		
		DWG File	: 1 <i>397FP2</i>	SHEET 2 OF 2	



## 3 О Ш Ш Т S



DEDICATION

KNOW ALL MEN BY THESE PRESENTS: ROYAL MOUNTAIN RANCH, INC., ROYAL MOUNTAIN RANCH OWNERS ASSOCIATION, LORENZ J. RICHLING AND MARY I. RICHLING, JEFFREY EVERETT, ROBERT M. KNAPP AND SUSAN E. KNAPP, L.J. ADAMS AND MARGUERITE H. ADAMS, PAUL TURNER BEING THE OWNERS OF THE FOLLOWING DESCRIBED REAL PROPERTY:

ROYAL MOUNTAIN RANCH P.U.D., A SUBDIVISION AS FILED FOR RECORD AT

RECEPTION NO. 503089 IN THE OFFICE OF THE CLERK AND RECORDER FOR SUMMIT COUNTY, COLORADO, SAID PARCEL CONTAINS 7.5328 ACRES.

HAVE LAID OUT, PLATTED AND SUBDIVIDED AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF "SECOND FILING OF ROYAL MOUNTAIN RANCH P.U.D." AND BY THESE PRESENTS HEREBY DEDICATE TO THE PERPETUAL USE OF THE TOWN OF FRISCO, STATE OF COLORADO, THE STREETS, ALLEYS, ROADS, BIKEPATHS,

AND OTHER PUBLIC AREAS AS SHOWN HEREON AND HEREBY DEDICATE THOSE PORTIONS OF LAND LABELED AS UTILITY EASEMENTS FOR THE INSTALLATION

AND MAINTENANCE OF PUBLIC UTILITIES AS SHOWN HEREON.

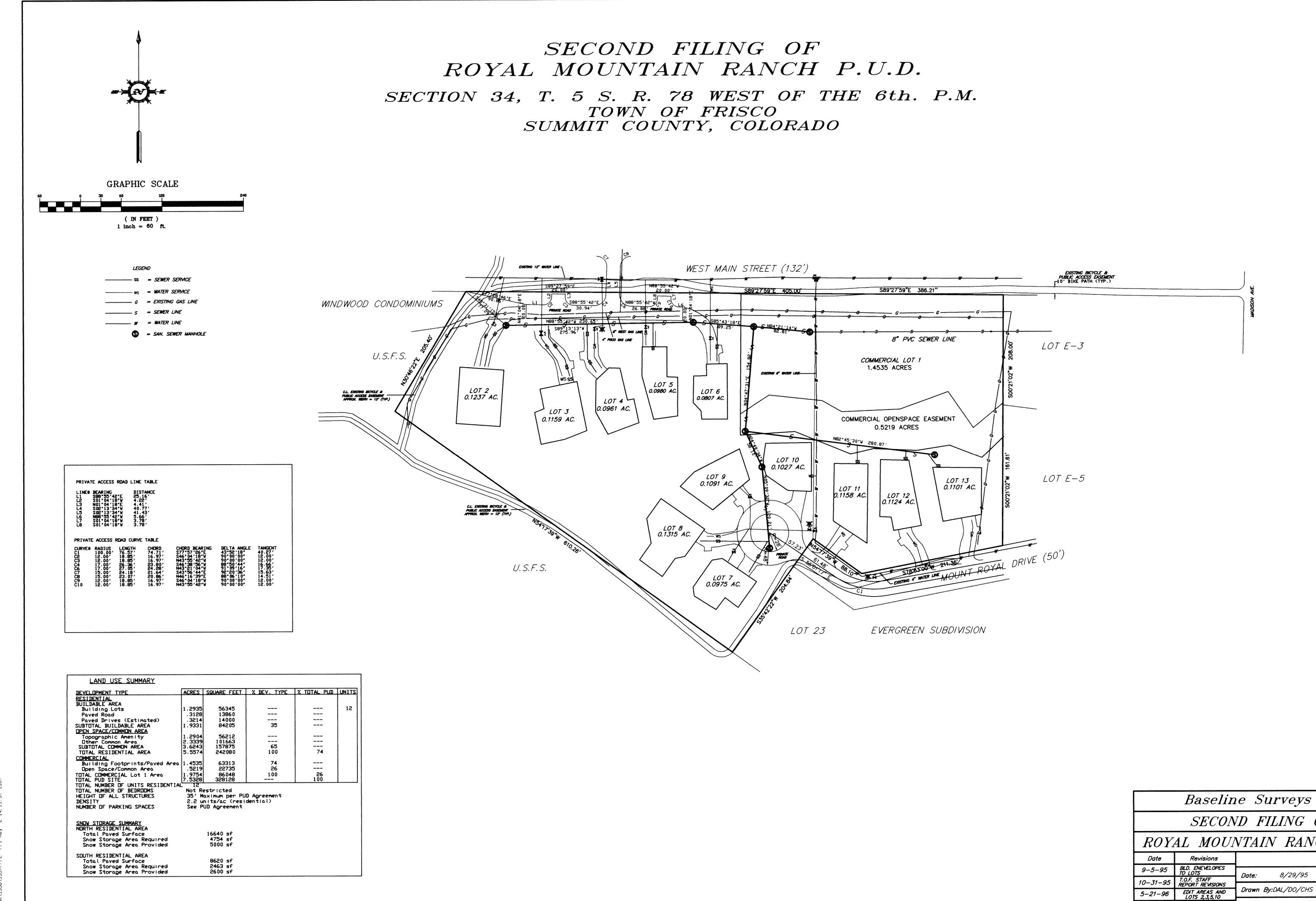
LOT E-310' UTILITY EASEMENT REC. NO. 141316 TO PIN & CAP N86\*44'28"W 0.12 ELEV. = 9086.96 LOT E-5 TO PIN & CAP NOO'21'02"E 0.02 ELEV. = 9090.3'

IN WITNESS WHEREOF, THE SAID OWNERS OF ROYAL MOUNTAIN RANCH PJU.D., HAVE CAUSED THEIR NAMES TO HEREUNTO BE SUBSCRIBED THIS  $23^{\circ}$  DAY OF MAY, AD 1997. BY: ROYAL MOUNTAIN RANCH, INC. Momas L. HANSBERGER, PRESIDENT BY: ROYAL MOUNTAIN RANCH OWNERS ASSOCIATION mark h. Deuse BYMARK L. DEUSER. PRESIDENT BY: MARY I. RICHLING BY: JEFFERY EVERETT Susan E Knapp BY: ROBERT M KNAPP JA BY: SUSAN E. KNAPP BY: MARGUERITE H. ADAMS BY: L.J. ADAMS BY: PAUL TURNER NOTARIAL THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF MAY, 1997, BY THOMAS L. HANSBERGER, PRESIDENT OF ROYAL MOUNTAIN RANCH, INC., BY MARK L. DEUSER, PRESIDENT OF ROYAL MOUNTAIN RANCH OWNERS ASSOCIATION, AND BY JEFFERY EVERETT, BY LORENZ J. RICHLING AND MARY I. RICHLING, BY ROBERT M. KNAPP AND SUSAN E. KNAPP, BY L.J. ADAMS AND MARGUERITE H BY PAUL TURNER. JAVID PIERCE MY COMMISSION EXPIRES OFFICIAL SEAL. NOTARY PUBL SUMMIT COUNTY CLERK AND RECORDER'S ACCEPTANCE I HEREBY CERTIFY THAT THIS INSTRUMENT WAS ACCEPTED FOR FILING IN MY OFFICE AT <u>1419</u> M., THIS <u>3</u> DAY OF MAY, 1997, AND FILED UNDER RECEPTION NO. <u>539586</u> DORIS L. BRILL SUMMIT COUNTY CLERK AND RECORDER Baseline Surveys Inc. SECOND FILING OF ROYAL MOUNTAIN RANCH P.U.D (970) 453-7155 P.O. BOX 7578 Date Revisions BRECKENRIDGE, CO 80424 BLD. ENVELOPES TO LOTS 9-5-95 8/29/95 Scale Horiz 1"= 60' Date: T.O.F. STAFF REPORT REVISIONS 10-31-95 Drawn By:DAL/DO/CHS SHEET 1 OF 2 EDIT AREAS EDIT LOTS 2,3,5,10 5-22-96

EDIT AREAS EDIT LOTS 2,3,10,11

4-15-97

DWG File: 1397FFP1



FILING 2ND NCH PUD RA NTN ROYAL

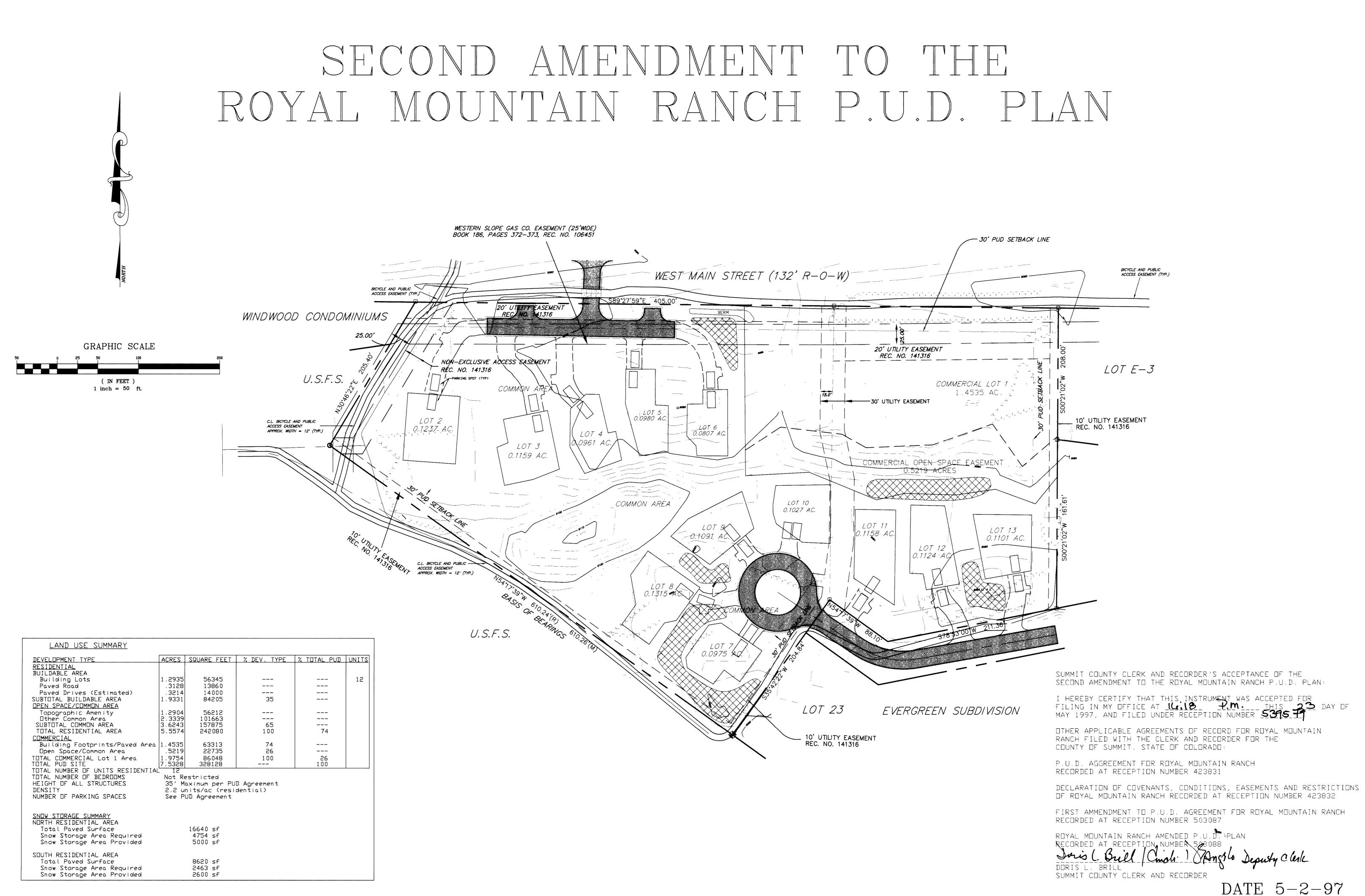
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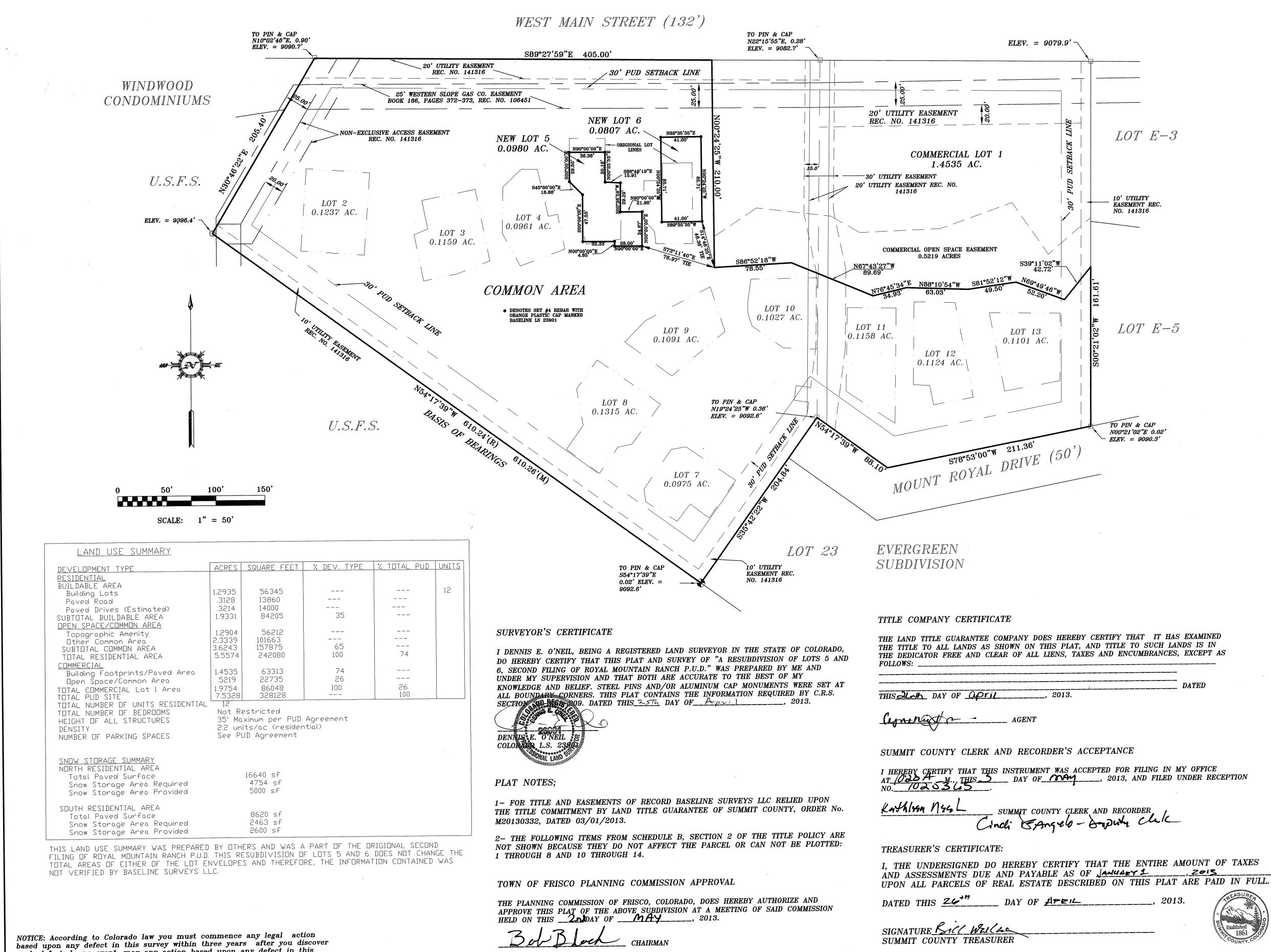
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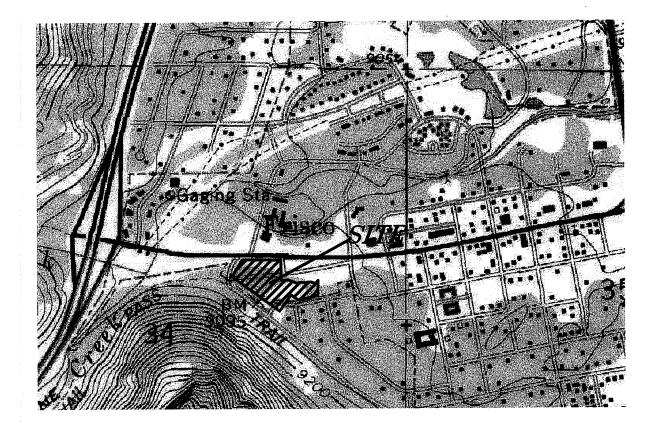
	Baseline Surveys Inc.				
	SECOND FILING OF				
ROY	ROYAL MOUNTAIN RANCH P.U.D.				
Date	Revisions				
9-5-95	BLD. ENEVELOPES TO LOTS T.O.F. STAFF	Date: ٤	3/29/95	Scale Horiz 1"= 60'	
10-31-95 5-21-96	REPORT REVISIONS	Drawn By:DAL	/DO/CHS		
4-15-97		DWG File:	1.397FFP2	SHEET 2 OF 2	



## FINAL PLAT A RESUBDIVISION OF LOTS 5 AND 6, SECOND FILING OF ROYAL MOUNTAIN RANCH P.U.D. LOCATED IN SECTION 34, T. 5 S. R. 78 W., OF THE 6th. P.M. TOWN OF FRISCO, SUMMIT COUNTY, COLORADO



such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.



#### **DEDICATION**

KNOW ALL PERSONS BY THESE PRESENTS THAT THE RICHARD HODGES JR., BEING THE OWNER OF THE LAND DESCRIBED AS FOLLOWS:

LOTS 5 AND 6, SECOND FILING TO ROYAL MOUNTAIN RANCH P.U.D., A SUBDIVISION AS RECORDED IN THE OFFICE OF THE CLERK AND RECORDER FOR SUMMIT COUNTY AT **RECEPTION NO. 503089.** 

AND. THE ROYAL MOUNTAIN RANCH HOMEOWNERS ASSOCIATION BEING THE OWNER OF THE LAND DESCRIBED AS FOLLOWS:

THE COMMON AREA AS SHOWN ON THE SECOND FILING OF ROYAL MOUNTAIN RANCH P.U.D., A SUBDIVISION AS RECORDED IN THE OFFICE OF THE CLERK AND RECORDER FOR SUMMIT COUNTY AT RECEPTION NO. 503089

HAVE LAID OUT, PLATTED AND SUBDIVIDED AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF "A RESUBDIVISION OF LOTS 5 AND 6. SECOND FILING OF ROYAL MOUNTAIN RANCH P.U.D." AND BY THESE PRESENTS HEREBY DEDICATE TO THE PERPETUAL USE OF THE TOWN OF FRISCO, STATE OF COLORADO, THE RIGHTS OF WAY AND EASEMENTS FOR THE PURPOSE AS SHOWN HEREON. IN WITNESS WHEREOF, THE SAID OWNERS, HAVE CAUSED THEIR NAME TO HEREUNTO BE SUBSCRIBED THIS 267 DAY 

) uhm body of

BY: RICHARD HODGES Jr. AS PRESIDENT ROYAL MOUNTAIN RANCH HOMEOWNERS ASSOCIATION

NOTARIAL

STATE OF COLORADO\_\_\_\_\_

COUNTY OF SUMMIT\_

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24 the DAY OF \_\_\_\_\_\_\_, 2013, BY RICHARD HODGES JR. AN INDIVIDUAL, AND AS PRESIDENT OF THE ROYAL MOUNTAIN RANCH HOMEOWNERS ASSOCIATION.

MY COMMISSION EXPIRES <u>4-27-14</u>

WITNESS MY HAND AND OFFICIAL SEAL. NOTARY PUBLIC CUMPULA MD-

**CYNTHIA THOMPSON** NOTARY PUBLIC STATE OF COLORADO Print State ( YPr/PD)

#### FRISCO TOWN COUNCIL APPROVAL

THE WITHIN PLAT OF "A RESUBDIVISION OF LOTS 5 AND 6, SECOND FILING OF ROYAL MOUNTAIN RANCH P.U.D." IS APPROVED FOR FILING THIS 2. DAY OF MAY 2013. THE DEDICATION OF PUBLIC WAYS SHOWN HEREON WILL NOT BE ACCEPTED UNTIL SAID PUBLIC WAYS HAVE BEEN SATISFACTORILY COMPLETED TO THE TOWNS SPECIFICATIONS BY THE SUBDIVIDER. UPON SUCH SATISFACTORY COMPLIANCE, THE TOWN COUNCIL OF THE TOWN OF FRISCO MAY ADOPT A RESOLUTION ACCEPTING SAID DEDICATION OF PUBLIC WAYS AND DULY RECORD SUCH ACCEPTANCE. TOWN COUNCIL FRISCO, COLORADO

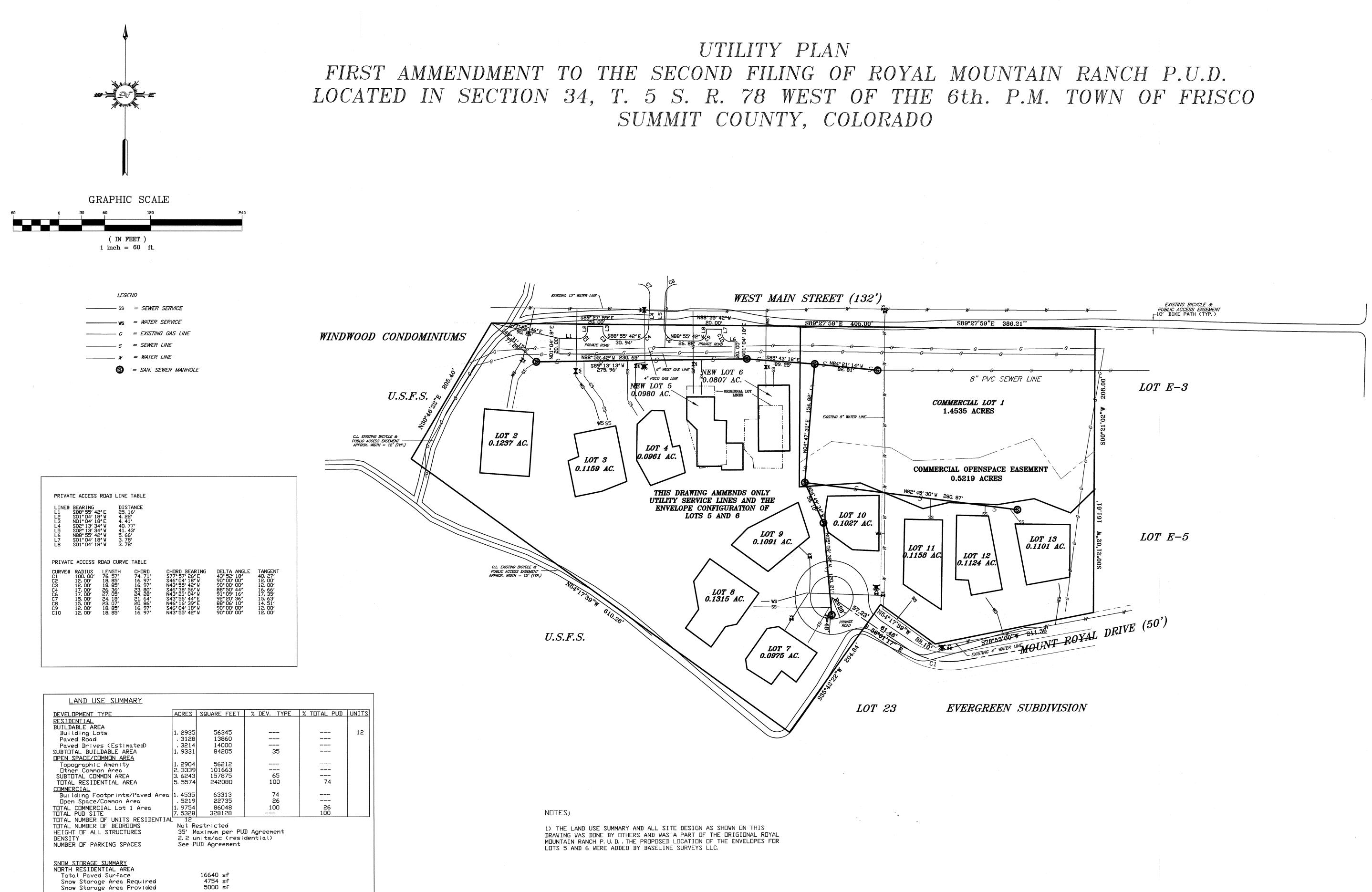
FRISCO

SEAL

ATTEST:

TOWN CLERK

Base	Baseline Surveys LLC P.0.BOX 7578 BRECKENRIDGE, CO 80424 (970) 453-7155				
P.	FINAL PLAT A RESUBDIVISION OF LOTS 5 AND 6, SECOND FILING OF ROYAL MOUNTAIN RANCH P.U.D. LOCATED IN SECTION 34, T. 5 S. R. 78 WEST OF THE 6th. P.M. TOWN OF FRISCO SUMMIT COUNTY, COLORADO				
Date	Revisions				
		Date 04-25-2013	Scale Horiz 1"= 50'		
		Drawn By: D.E.O.	Checked By: D.E.O.		
- 		DWG File: 3931FP5-6	Job File: 3931		



THIS LAND USE SUMMARY WAS PREPARED BY OTHERS AND WAS A PART OF THE ORIGIONAL SECOND FILING OF ROYAL MOUNTAIN RANCH P.U.D. THIS RESUBDIVISION OF LOTS 5 AND 6 DOES NOT CHANGE THE TOTAL AREAS OF EITHER OF THE LOT ENVELOPES AND THEREFORE, THE INFORMATION CONTAINED WAS NOT VERIFIED BY BASELINE SURVEYS LLC.

SOUTH RESIDENTIAL AREA Total Paved Surface

Snow Storage Area Required Snow Storage Area Provided

5000 sf

8620 sf 2463 sf 2600 sf

Baseline Surveys LLC			P.O.BOX 7578 13541 COLO.HWY #9 BRECKENRIDGE, CO 80424 (970) 453-7155	
FIRST AMMENDMENT TO THE SECOND FILING OF ROYAL MOUNTAIN RANCH P.U.D. UTILITY PLAN				
Date	Revisions			
		Date: 04-25-2013	Scale Horiz 1"= 50'	
		Drawn By: D.E.O.	Checked By: D.E.O.	
		DWG File: 3931 UTIL	Job File: 3931	

PIN & CAP LS

SUMMIT COUNTY CLERK AND RECORDER'S ACCEPTANCE

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS ACCEPTED FOR FILING IN MY OFFICE AT\_\_\_\_\_, 2013, AND FILED UNDER RECEPTION

OTHER APPLICABLE AGREEMENTS OF RECORED FOR ROYAL MOUNTAIN RANCH FILLED WITH THE CLERK AND RECORDER FOR THE COUNTY OF SUMMIT STATE OF COLORADO.

P.U.D. AGREEMENT FOR ROYAL MOUNTAIN RANCH RECORDED AT RECEPTION No. 423831

DECLARTION OF COVENANTS, EASEMENTS ANDF RESTRICTIONS OF ROYAL MOUNTAIN RANCH AT RECEPTION No. 423832

FIRST AMENDMENT TO P.U.D. AGREEMENT FOR ROYAL MOUNTAIN RANCH

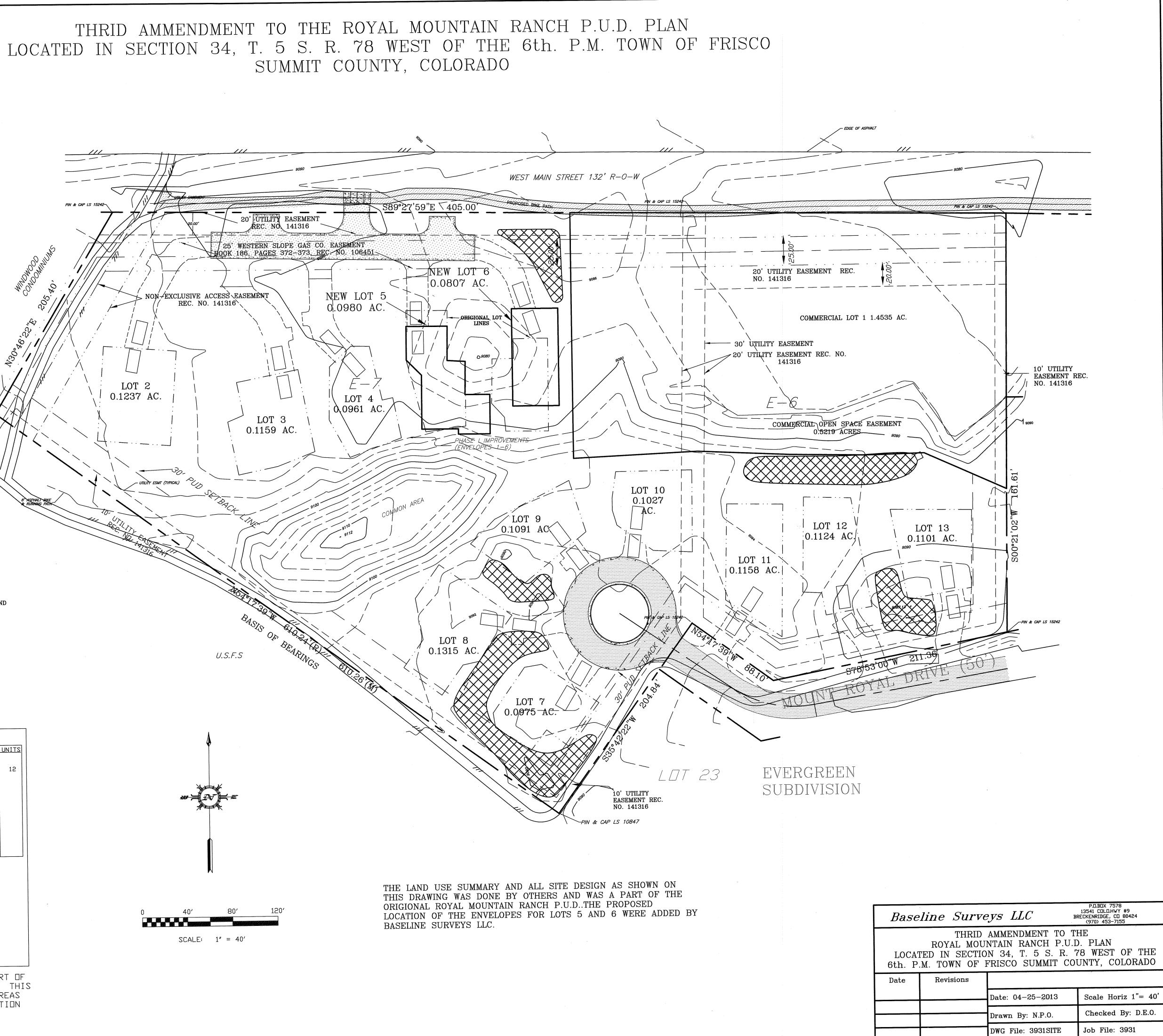
RECORDED AT RECEPTION No. 503087

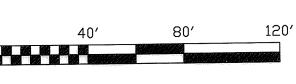
ROYAL MOUNTAIN RANCH P.U.D. AGREEMENT RECORDED AT RECEPTION No. 503088 \_\_\_\_\_ SUMMIT COUNTY CLERK AND RECORDER

LAND USE SUMMARY					
DEVELOPMENT TYPE	ACRES	SQUARE FEET	% DEV. TYPE	% TOTAL PUD	UNITS
RESIDENTIAL					
BUILDABLE AREA	1 0005	5/045			12
Building Lots	1. 2935	56345 13860			
Paved Road	. 3128	14000			
Paved Drives (Estimated)	1. 9331	84205	35		
SUBTOTAL BUILDABLE AREA	1, 2331	04200			
DPEN SPACE/COMMON AREA	1. 2904	56212			
Topographic Amenity Other Common Area	2. 3339				
SUBTOTAL COMMON AREA	3. 6243		65		
TOTAL RESIDENTIAL AREA	5. 5574	242080	100	74	
COMMERCIAL					
Building Footprints/Paved Area	1. 4535		74		
📔 🛛 🗍 🖉 🖉 🖉 🖉 🖉	5219		26		
TOTAL COMMERCIAL Lot 1 Area	1. 9754	86048	100	26 100	
TOTAL PUD SITE	7. 5328	328128		100	
TOTAL NUMBER OF UNITS RESIDENTIA TOTAL NUMBER OF BEDROOMS	Not R	estricted			
HEIGHT OF ALL STRUCTURES	35′ №	laximum per PU	ID Agreement		
DENSITY		inits/ac (resi	dential)		
NUMBER OF PARKING SPACES	See F	'UD Agreement			
SNOW STORAGE SUMMARY					
NORTH RESIDENTIAL AREA					
Total Paved Surface		16640 sf			
Snow Storage Area Required		4754 sf			
Snow Storage Area Provided		5000 sf			
SOUTH RESIDENTIAL AREA		8620 sf			
Total Paved Surface		2463 sf			
Snow Storage Area Required Snow Storage Area Provided		2600 sf			
Show Storage Area Hovided				·····	
THIS LAND LISE SUMMARY W	AS PRI	EPARED BY	OTHERS AND	WAS A PA	RT OF

THE DRIGIONAL SECOND FILING OF ROYAL MOUNTAIN RANCH P.U.D. THIS RESUBDIVISION OF LOTS 5 AND 6 DOES NOT CHANGE THE TOTAL AREAS OF EITHER OF THE LOT ENVELOPES AND THEREFORE, THE INFORMATION CONTAINED WAS NOT VERIFIED BY BASELINE SURVEYS LLC.

SUMMIT COUNTY, COLORADO





From:	William Linfield
То:	Lee, Susan
Cc:	Canino, Addison; Amy Lagace; Kim McDonald; Weinman, Rick; Mattka, Cheryl; Reimer, Don
Date:	Monday, July 11, 2022 9:48:29 AM
Attachments:	image001.png

I have reviewed the plans for 80 West Main and offer the following

- 1. The existing bike path is partially located on this property and should be relocated out onto the West Main ROW.
- 2. Plans show addition of on street angle parking on Main Street. Suggest this have further discussion with Town and be designed and built similar to all angle parking on Main with curb and gutter and street amenities.
- 3. Plans are not clear on which portions of the path are to be reconstructed and which portions are to be redone. Needs clarification
- 4. Utility plans seem to suggest that the underground parking garage drains will be pumped into the Sanitary Sewer? This is not allowed and instead they should be pumped to the Storm Sewer system
- 5. Note that the parking garage ramp and the front walks will be heated. How will the transition from heated to unheated areas be addressed? This is a common area for grade issues due to this transition. Also, where will drainage from these areas go during winter, and do some of the storm drain systems also need to be heated?
- 6. Traffic study recommends the two driveways be aligned directly opposite the driveways across the street. The western driveway should be relocated to meet this recommendation
- 7. Sheet C6.3 includes a reference to the Town of Gypsum?
- 8. Clarify erosion protection prior to site grading work. Suggest adding protection at entrance to driveway culvert immediately ahead of driveway to the east.
- 9. Verify that all shallow utilities are ok with additional cover in the front parking lot
- 10. Suggest Yield signs where driveways cross Rec Path include clear language that you are crossing a Rec Path. This will advise drivers to watch for pedestrians and bikes

Happy to answer questions.

Bill Linfield Civil Consultant Town Engineer



Virus-free. <u>www.avast.com</u>

On Fri, Jul 8, 2022 at 2:22 PM Lee, Susan <<u>SusanL@townoffrisco.com</u>> wrote:

Hi – I'm following up on referral comments for 80 W Main. They are going for final planning approval on 7/21/2021 and I haven't heard back from you. Can you take a look at the drawings via the link below and let me know if you have any comments or questions. They are proposing new diagonal parking along West Main as well as underground parking. It's a large plan set and I'm happy to walk through them with you if you need help. Thanks!

Planning has received the final application materials for a proposed mixed use development at 80 West Main Street aka 9097 Flats. The development "includes 36 residential units totaling 46,533 square feet, and 9,659 square feet of commercial space over a 24,716 square foot under-ground parking garage. The building also includes 8,475 square feet of common elements including lobby, hallways,stairs and mechanical rooms, etc. bringing the total enclosed area to 89,383 square feet."

Due to the complexity of the project there are several applications associated with this one development. The application has been assigned the following Project Numbers:

MAJ-21-0007 a Major Site Plan Application for a proposed mixed-use development

CU-21-0002 a Conditional Use application to allow ground floor residential in the Mixed-Use Zone District

<u>CU-21-0003 a Conditional Use application to allow for less than 20 percent mix of uses in the Mixed-Use Zone District</u>

MPA-21-0001 a PUD Minor Amendment

SD-22-0004 a Minor Resubdivision to adjust the open space easement location

Please review the provided plans and let me know of any concerns/comments you have by **Wednesday, June 22, 2022**.

Due to file size this is being shared through a link to the Town of Frisco's website: <u>https://www.friscogov.com/wp-content/uploads/2022/06/Referral-Material-for-MAJ-21-0007-FINAL\_80-W-Main-ST.pdf</u>

If you cannot access the files, or need help navigating the files, please let me know and I will assist.

Thanks –

Susan Lee | Planner | Community Development

## ?

Mailing PO Box 4100, Frisco, CO 80443 Physical 1 Main Street, Frisco, CO 80443 Email <u>SusanL@TownofFrisco.com</u> Office 970-668-2566

FriscoGov.com

TownofFrisco.com

From:	Canino, Addison
То:	<u>Bill Linfield; Lee, Susan</u>
Cc:	Amy Lagace; Kim McDonald; Weinman, Rick; Mattka, Cheryl; Reimer, Don
Date:	Monday, July 11, 2022 3:29:44 PM
Attachments:	Civil Pages from 80 West Main Plan Set_Summary.pdf image002.png image003.png

Please see attached for PW comment report. The page numbers are associated with the civil section of the plan set. Other than that, I would concur with Engineering comments, especially when it comes to pathway crossings. All pathway crossings should have the specifications as addressed in the MUTCD (most current edition).

Thank You,

#### Addison Canino | Assistant Public Works Director | Frisco Public Works



Mailing PO Box 4100, Frisco, CO 80443 Physical 102 School Road, Frisco, CO 80443 Email <u>AddisonC@TownofFrisco.com</u> Phone 970-668-9150 Cell 970-331-6632 <u>FriscoGov.com</u> <u>TownofFrisco.com</u>

From: William Linfield [mailto:linfieldphoto@gmail.com]
Sent: Monday, July 11, 2022 9:48 AM
To: Lee, Susan <SusanL@townoffrisco.com>
Cc: Canino, Addison <AddisonC@townoffrisco.com>; Amy Lagace <amy.lagace@xcelenergy.com>; Kim McDonald <kmcdonald@summitfire.org>; Weinman, Rick <RickW@townoffrisco.com>; Mattka, Cheryl <CherylM@townoffrisco.com>; Reimer, Don <DonR@townoffrisco.com>
Subject: Re: Referral for 80 W Main aka 9097 Flats

I have reviewed the plans for 80 West Main and offer the following

- 1. The existing bike path is partially located on this property and should be relocated out onto the West Main ROW.
- 2. Plans show addition of on street angle parking on Main Street. Suggest this have further discussion with Town and be designed and built similar to all angle parking on Main with curb and gutter and street amenities.
- 3. Plans are not clear on which portions of the path are to be reconstructed and which portions are to be redone. Needs clarification
- 4. Utility plans seem to suggest that the underground parking garage drains will be pumped into the Sanitary Sewer? This is not allowed and instead they should be pumped to the Storm Sewer system
- 5. Note that the parking garage ramp and the front walks will be heated. How will the transition from heated to unheated areas be addressed? This is a common area for grade

issues due to this transition. Also, where will drainage from these areas go during winter, and do some of the storm drain systems also need to be heated?

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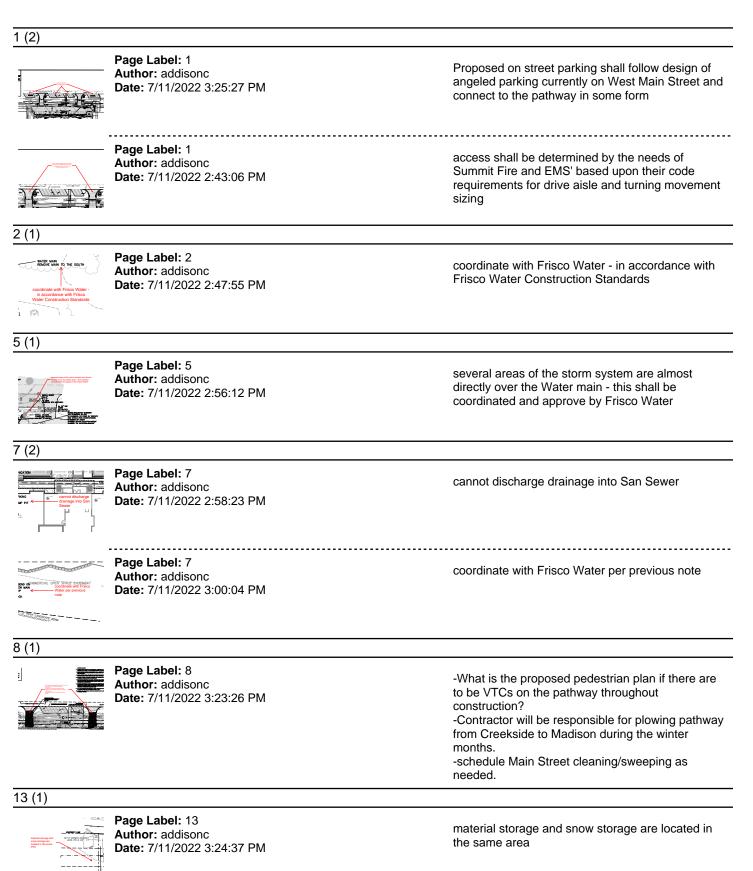
Thanks –

Susan Lee | Planner | Community Development



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## Civil Pages from 80 West Main Plan Set.pdf Markup Summary





## SUMMIT FIRE & EMS

July 11, 2022

Susan Lee Senior Planner Community Development PO Box 4100 Frisco, CO 80443

#### Re: 9097 Flats Site Plan Review, 80 West Main Street, Frisco, CO 80443

Dear Ms. Lee,

Thank you for the opportunity to review and comment on the above proposed preliminary site plan. The 2018 edition of the International Fire Code (IFC), as amended and adopted, is the fire code of record for this site plan and future permits. Summit Fire & EMS (SFE) has the following comments and concerns:

- 1. Construction permits shall be required for this project from SFE.
- 2. Will the commercial spaces build-outs be part of the initial construction permit or will they be completed as a separate core and shell permit?
- 3. The proposed location of the Fire Command Center meets the requirements of SFE.
- 4. A retaining wall, as noted on Sheet C1.0. appears to block access to the fire command center and the water entry room.
- 5. As noted on Sheet C1.0, not all portions of the exterior of the first floor are within 150 feet of the fire apparatus access road. Please contact SFE for further details.
- 6. A fire sprinkler, an Emergency Voice/Alarm Communication Systems (EVCS), and manual dry fire standpipe system are required for this project. Separate permits shall be obtained from SFE. RPZ backflow devices are required in the fire sprinkler system.
- 7. Please advise the developer/civil engineer to size the waterline for the buildings to meet fire sprinkler and daily domestic water use demand.
- 8. Please provide information on what else will be located within the water entry room that will house the fire sprinkler riser. Minimum spacing requirements per the IFC and the SFE Life Safety Policy are required
- 9. All Infrastructure as required by the adopted and amended International Fire Code (IFC) shall be in place, inspected and tested prior to the start of any combustible construction.
- 10. Three fire hydrants will be required for this project. The fire hydrants shall be located at each entrance on the West side of the entrance.
- 11. Bollard protection shall be required for all new fire hydrants. A field inspection is required.
- 12. Minimum fire apparatus road width shall be 26 feet, exclusive of shoulders. Your site plan meets these requirements. Fire apparatus roads shall not be obstructed in any manner, including the parking of cars and traffic calming devices. Overhead utilities, power lines and building exterior features shall not be located over or project into this aerial apparatus access road width.
- 13. All utility meters shall be protected from ice and snow shedding from roof areas.
- 14. Snow storage areas and proposed landscaping throughout the site shall not visually or physically obstruct or hinder access to any fire hydrants and/or fire department appurtenances.
- 15. An <u>Emergency Responder Radio Coverage (BDA) System</u> shall be required within the building based on existing radio coverage at the exterior and the interior of the building. Separate permits and submittals are required by SFE. See SFE for details.
- 16. Fire Lane signage with approved signs shall be required.

- 17. Separate SFE permits will be required for any proposed solar photovoltaic systems.
- 18. Summit Fire & EMS suggests a meeting with the developer and contractor to discuss the fire code and life safety systems requirements for the building.

Kim J McDonald Division Chief/Fire Marshal Summit Fire & EMS hello frisco planning commission.

although i think the building is too long for the neighborhood, it will bring needed energy to West Main.

my only concern is to make sure that signage is very visible and inviting for the commercial spaces to help them succeed...maybe to thin out and rework the current tree buffer closest to Main Street.

thanks to all.

donna skupien 333 emily lane frisco