

ORDINANCE NO. 2015-06

ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING A MAJOR PUD AMENDMENT TO ALLOW FOR: (A) THE COMBINATION OF A MAXIMUM OF NINE (9) LODGE UNITS TO BE REZONED INTO FIVE (5) CONDOMINIUMS; (B) FIVE (5) EFFICIENCY LODGE UNITS TO BE REZONED AS LODGE UNITS; (C) THE COMBINATION OF SEVEN (7) CONDOMINIUM UNITS INTO THREE (3) CONDOMINIUM UNITS; AND (D) A DENSITY TRANSFER AS NEEDED TO ACCOMPLISH THE FOREGOING ON LOT 38-50-51R

RECITALS

- A. Madeline Property Owner, LLC, ("**Owner**") has submitted to the Town a detailed Major Planned Unit Development Amendment development application ("**Application**") pursuant to the requirements of the Community Development Code ("**CDC**").
- B. The Owner owns at least sixty seven percent (67%) of the Property which allows the Owner to apply for an amendment to the Lot 38-50-51R PUD.
- C. The Owner received approval for a Planned Unit Development Plan from the Town on March 18, 2004 by Resolution No. 2004-0318-02 recorded at Reception No. 366172 in the records of the San Miguel County Clerk and Recorder ("**Public Records**") as amended by Resolution No. 2005-1108-27 recorded at Reception No. 379630 in the Public Records as memorialize in the Development Agreement for Lots 50 and 51 Mixed Use Development Agreement (the "**Original Development Agreement**") as recorded at Reception Number 379631 in the Public Records (collectively, the "**Original PUD**").
- D. The Original PUD was amended by Resolution No. 2006-0227-01 and by the First Amendment to the Original Development Agreement as recorded at Reception Number 384823 in the Public Records ("**First Amendment**").
- E. The Original PUD was amended by Resolution No. 2006-0613-6A and by the Second Amendment to the Original Development Agreement as recorded at Reception Number 402009 in the Public Records ("**Second Amendment**").
- F. The Original PUD was amended by a Town Council action at the February 5, 2009 special meeting and by the Third Amendment to the Original Development Agreement as recorded at Reception Number 405663 in the Public Records ("**Third Amendment**").
- G. The Original PUD was amended by a Town Council action at the May 21, 2009 meeting and by the Fourth Amendment to the Original Development Agreement as recorded at Reception Number 407360 in the Public Records ("**Fourth Amendment**").
- H. Lot 38 received approvals for the development which currently sits on the location of former Lot 38. Lot 38 was replatted into the Lot 38-50-51R by a replat recorded February 2, 2009 at reception number 405678 in the Official Records ("**Replat**"), which combined Lot 38 with Lots 50/51 into one Lot 38-50-51R. The density and permitted uses on the former area of Lot 38 are set forth in Resolution No. 2001-0814-11 ("**Lot 38 Resolution**"). Lot 38 and the Lot 38 Resolution were formally incorporated into the 38-50-51 PUD by the Ordinance 2015-01 and Amended and Restated Development Agreement, defined below.

- I. The Town approved a rezoning and major PUD amendment for the Property by Ordinance Number 2015-01 as recorded at Reception Number 437365 (“**Ordinance 2015-01**”).
- J. The Owner and Town entered into the First Amended and Restated Development Agreement for Lot 38-50-51R Planned Unit Development as recorded at Reception Number 436898 (“**Amended and Restated Development Agreement**”) that establishes the following density on the Property:

Lot No.	Zoning Designation	Actual Units	Person Equivalent per Actual Unit	Total Person Equivalent Density
38-51-51RR	Condominium	38	3	114
	Efficiency Lodge	102	0.5	51
	Lodge	20	0.75	15
	Employee Condo	10	3	30
	Commercial	Permitted on first floor plaza level spaces and for the spa		

- K. The public hearings referred to below were preceded by notice as required by the CDC Public Hearing Noticing Requirements, including but not limited to notification of all property owners within 400 feet of the Property, posting of a sign and posting on the applicable agendas.
- L. The DRB considered the Application, testimony and public comment and recommended to the Town Council that the Application be approved with conditions pursuant to the requirement of the CDC at a public hearing held on May 7, 2015.
- M. The Town Council considered the Application, testimony and public comment and approved the Application with conditions pursuant to the requirement of the CDC at a public meeting held on May 21, 2015 and at a public hearing held on June 25, 2015.
- N. The Application approval and the Second Amended and Restated PUD Development Agreement attached hereto as Exhibit A (“PUD Development Agreement”) permits unit reconfigurations as set forth in Exhibit C.
- O. The PUD Development Agreement attached hereto in Exhibit A requires density transfers to come from either combining Condominium Units in the 50-51 Building or by transferring density to the Property from the density bank subject to specific procedural process and conditions as set forth in the PUD Development Agreement.
- P. The Town Council approved the Application with the following findings:
 - 1. The proposed rezoning is in general conformance with the goals, policies and provisions of the Comprehensive Plan because, without limitation:
 - a. The room configuration will create more usable and attractive units that are more likely to be included into the Madeline Hotel rental pool.
 - b. The room reconfigurations will make for a more complimentary guest experience with the four diamond rating required for Madeline Hotel under the PUD.
 - c. The proposed room configurations will infuse vibrancy into the Mountain Village Center.
 - 2. The proposed PUD is consistent with the underlying zone district and zoning designations on the site or to be applied to the site because, without limitation:
 - a. The uses are permitted in the Village Center Zone District.

- b. The proposed rezoning complies with the zoning designations on the Property; the density limitation; platted open space requirements; and lot coverage requirements outlined in the Zoning Regulations.
 - c. The zoning designations on the site are established by the Town's approval of resolutions 2004-0318-02, 2005-1108-27 and 2001-0814-11 and Ordinance 2015-01.
 - d. The reclassification of the five (5) hotel-condominium Efficiency Lodge Units to Lodge Units cleans up the zoning designation of these units since the units were originally built with two rooms, thus meeting the appropriate definition of a Lodge Unit.
3. The development proposed for the PUD represents a creative approach to the development, use of land and related facilities to produce a better development than would otherwise be possible and will provide amenities for residents of the PUD and the public in general because, without limitation:
 - a. The current unit configurations in the 38 Building are not rentable or marketable units for a four star rated hotel due to poor layout and design.
 - b. The reconfiguration creates more usable and attractive units that are more likely to be included in the Madeline Hotel rental pool.
 - c. The reconfiguration creates more attractive, usable and marketable units that are more likely to be sold and occupied.
 - d. The PUD amendment is a very creative way to create attractive, usable and marketable units that meet a four star hotel standard required under the PUD.
 - e. The improvements would not be possible without amending the PUD.
 - f. The PUD will continue to provide for the community benefits for the general public as outlined in the PUD Agreement.
4. The proposed PUD is consistent with and furthers the PUD purposes and intent because, without limitation:
 - a. It will allow for flexibility, creativity and innovation in land use planning and project design.
 - b. The original PUD public benefits will continue to be provided.
 - c. The proposed unit configurations will benefit the community because it will allow more attractive, usable, marketable and rentable units with a higher occupancy rate than the existing Lodge and Efficiency Lodge Units.
 - d. The amendment furthers the land use principles of the Comprehensive Plan.
 - e. Efficient land use is being encouraged through a creative unit reconfiguration and density transfer.
 - f. The PUD development continues to allow for integrated planning for all of the Hotel Madeline property in order to achieve the PUD purposes.
5. The proposed PUD amendment meets the PUD general standards contained in CDC section 17.4.12(I), including but not limited to the authority to initiate a PUD amendment, landscaping and buffering and adequate infrastructure.
6. The PUD will continue to provide adequate community benefits, such as public parking, additional employee units, improved Village Core pedestrian and vehicular access and a public ice rink. The applicant provided additional community benefit through creating a 100% solution to shade the ice rink. The reconfigurations as enabled by the new PUD agreement will provide community benefits because such improvements create more usable, attractive and marketable units that improve the Madeline Hotel high end resort destination.
7. Adequate public facilities and services are available to serve the intended land uses because, without limitation:

- a. Police protection and water and sewer services will be provided by the Town.
 - b. Fire protection will be provided by the Telluride Fire Protection District.
8. The proposed rezoning will not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion.
 9. The proposed PUD meets all applicable Town regulations and standards except for the variation noted herein.

NOW, THEREFORE, BE IT RESOLVED that the Town Council approves the Application and the draft PUD Development Agreement as set forth in Exhibit A attached hereto, subject to the conditions set forth in Section 1 below.

Section 1. Conditions of Approval

- A. The Mayor is authorized to review and approve the final PUD Development Agreement and other legal instruments which may be required to be amended concurrently with the PUD.
- B. The OS-1A-MVB Conveyance Agreement shall be amend the ice rink requirements consistent with this approval, and authorize the Mayor to review and approve the revised conveyance agreement.

Section 2. Ordinance Effect

- A. This Ordinance shall have no effect on pending litigation, if any, and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the ordinances repealed or amended as herein provided and the same shall be construed and concluded under such prior ordinances.
- B. All ordinances, of the Town, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed, replaced and superseded to the extent only of such inconsistency or conflict.

Section 3. Severability

The provisions of this Ordinance are severable and the invalidity of any section, phrase, clause or portion of this Ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of this Ordinance.

Section 4. Effective Date

This Ordinance shall become effective on July 25, 2015.

Section 5. Public Hearing

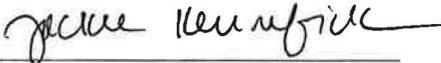
A public hearing and second reading of this Ordinance was held on the 25th day of June, 2015 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 21st day of May 2015.

TOWN OF MOUNTAIN VILLAGE



ATTEST:



Jackie Kennefick, Town Clerk

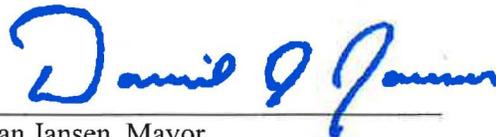
TOWN OF MOUNTAIN VILLAGE,
COLORADO, A HOME-RULE
MUNICIPALITY


By: _____
Dan Jansen, Mayor

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village,
Colorado this 25th day of June, 2015.

TOWN OF MOUNTAIN VILLAGE

TOWN OF MOUNTAIN VILLAGE,
COLORADO, A HOME-RULE
MUNICIPALITY

By: 
Dan Jansen, Mayor

ATTEST:


Jackie Kennefick, Town Clerk

Approved As To Form:


Jim Mahoney, Assistant Town Attorney

I, Jackie Kennefick, the duly qualified and acting Town Clerk of the Town of Mountain Village, Colorado ("Town") do hereby certify that:

1. The attached copy of Ordinance No.2015-06 ("Ordinance") is a true, correct and complete copy thereof.

2. The Ordinance was introduced, read by title, approved on first reading with minor amendments and referred to public hearing by the Town Council the Town ("Council") at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on May 21, 2015, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Dan Jansen, Mayor			X	
Cath Jett, Mayor Pro-Tem	X			
Jonette Bronson	X			
John Howe	X			
Michelle Sherry	X			
Martin McKinley		X		
Dave Schillaci	X			

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on May 29, 2015 in accordance with Section 5.2b of the Town of Mountain Village Home Rule Charter.

4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on June 25, 2015. At the public hearing, the Ordinance was considered, read by title, and approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Dan Jansen, Mayor	X			
Cath Jett, Mayor Pro-Tem	X			
Jonette Bronson	X			
John Howe	X			
Michelle Sherry			X	
Martin McKinley	X			
Dave Schillaci	X			

5. The Ordinance has been signed by the Mayor, sealed with the Town seal, attested by me as Town Clerk, and duly numbered and recorded in the official records of the Town.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this 25th day of June, 2015.



(SEAL)

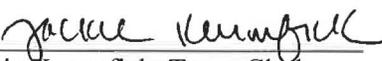

 Jackie Kennefick, Town Clerk

Exhibit A: PUD Agreement

~~FIRST AMENDED~~**SECOND AMENDED** AND RESTATED DEVELOPMENT AGREEMENT
FOR LOT 38-50-51R PLANNED UNIT DEVELOPMENT

THIS ~~FIRST~~**SECOND** AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“**Agreement**” or “**Development Agreement**”) for the Lot 38-50-51R Planned Unit Development (“**Lot 38-50-51R PUD**” or “**PUD**”) is made and entered into by and between the Town of Mountain Village, a home rule municipality and political subdivision of the State of Colorado (“**Town**”), and Madeline Property Owner, LLC, a Delaware limited liability company and its successors, assigns (“**Owner**”). The Town and the Owner are sometimes also referenced hereinafter individually as a “**Party**” and collectively as “**Parties**.”

RECITALS

- A. The Town granted approval for a Planned Unit Development Plan for Lots 50 and 51 on March 18, 2004 by Resolution No. 2004-0318-02 recorded at Reception No. 366172 in the records of the San Miguel County, Colorado Clerk and Recorder (“**Public Records**”), as amended by Resolution No. 2005-1108-27 recorded at Reception No. 379630 in the Public Records; as memorialized in the Development Agreement for Lots 50 and 51 Mixed Use Development Agreement (the “**Original Development Agreement**”) recorded at Reception Number 379631 in the Public Records (collectively, the “**Original PUD**”).
- B. The Original PUD was amended by Resolution No. 2006-0227-01 and by the First Amendment to the Original Development Agreement recorded at Reception Number 384823 in the Public Records (“**First Amendment**”).
- C. The Original PUD was further amended by Resolution No. 2006-0613-6A and by the Second Amendment to the Original Development Agreement recorded at Reception Number 402009 in the Public Records (“**Second Amendment**”).
- D. The Original PUD was further amended by Town Council action at the February 5, 2009 special meeting and by the Third Amendment to the Original Development Agreement recorded at Reception Number 405663 in the Public Records (“**Third Amendment**”).
- E. The Original PUD was further amended by Town Council action at the May 21, 2009 meeting and by the Fourth Amendment to the Original Development Agreement as recorded at Reception Number 407360 in the Public Records (“**Fourth Amendment**”).
- F. The Town granted approval for a development on Lot 38 on August 14, 2001 pursuant to Resolution No. 2001-0814-11 (“**Lot 38 Approval**”).
- G. The development approved under the Original PUD for Lots 50 and 51 and the development approved under the Lot 38 Approval were constructed and received final certificates of occupancy in 2009, with two primary buildings: (i) Lot 50/51 Building and ~~the~~(ii) Lot 38 Building—as depicted in Exhibit “D”.
- H. Lots 38, 50 and 51 and certain open space parcels owned by the Town were replatted into one lot now known as “**Lot 38-50-51R**” pursuant to the replat recorded on February 2, 2009 at Reception Number 405678 in the Public Records.
- ~~H.I.~~The Original PUD was further amended by Town Council action at the January 15, 2015 meeting and by the First Amended and Restated PUD Development Agreement with an effective date of

February 14, 2015, which: (i) officially incorporated the former Lot 38 and the Lot 38 Approval into the Lot 38-50-51 PUD; (ii) updated, revised and amended and restated the Original Development Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment to reflect the current status of the PUD; (iii) expanded the boundaries of the PUD to include OS-1A-MVB; (iv) included the former area of Lot 38 into the Lot 38-50-51R PUD since the development on Lot 38 has been included within the Community; (v) expanded the PUD to include the construction of a porte cochere and outdoor pool and pool deck (“**Entry and Pool Improvements**”) on the western façade of the Community on a portion of the Plaza Unit and OS-1A-MVB and memorialized the requirements and conditions related to the Entry and Pool Improvements; (vi) revised and updated the current zoning within the Community to rezone the Plaza Unit and OS-1A-MVB to the Village Center Zone District to allow for the Entry and Pool Improvements; (vii) deleted the conditions of the Original PUD that have been completed and (viii) memorialized the Town’s approval of certain variations and variances to the requirements of the CDC for the Lot 38-50-51R PUD (“**Variations**”).

~~J.~~ J. A Colorado common interest community known as the “*Telluride Mountain Village Resort Condominiums*” (“**Community**”) was created on Lot 38-50-51R by the recordation of a Declaration of Covenants, Conditions and Restriction for Telluride Mountain Village Resort Condominiums on February 11, 2009 at Reception No. 405677 (“**Original Declaration**”) and the Condominium Map for Telluride Mountain Village Resort Condominiums recorded on February 11, 2009 at Reception No. 405678 as amended by the First Amendment to the Condominium Map recorded on January 29, 2015 at Reception No. 436250, as may be amended (“**Community Map**”).

~~J.~~ K. The Original Declaration was amended and restated by the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Telluride Mountain Village Resort Condominiums recorded on November 23, 2011 at Reception No. 420677 (“**First Amended and Restated Declaration**”), which was subsequently amended and restated by the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Telluride Mountain Village Resort Condominiums recorded on January 29, 2015 at Reception No. 420677 (“**Second Amended and Restated Declaration**”). The Original Declaration, First Amended and Restated Declaration and the Second Amended and Restated Declaration and any further amendments or supplements thereto shall be referred to herein as the “**Declaration**.”

L. 215 condominium units and common elements were created in the Community under the Declaration and Community Map (collectively, the “**Property**”).

~~K.~~ M. The Town owns certain condominium units within the Community as follows: (i) Plaza Unit, (ii) Ice Rink Unit; (iii) Town Parking Condominium (containing approximately 122 spaces); and (iv) Civic Units: CC-1145 (Zamboni Storage); CC-1104 (Women’s Bathroom); CC-1106 & 1107 (Men’s Bathroom); CC-1142, 1143 & 1144 (Ice Rink Retail & Bathroom); CC-1139, 1140 & 1141 (Lobby & Bathroom); Ice Rink Unit CC-1147 (Compressor Room); CC-1201, 1202 & 1203 (Stairs); CC-1204 (Elevator Machine Room); CC-1126 (Passenger & Service Elevator Lobby); CC-1127, 1128, 1129, & 1130 (Passenger & Service Elevator); CC-1131 (Water Feature Mechanical); and CC-1132 (Town Loading Dock), which are collectively referred to herein as the (“**Town Property**”).

~~L.~~ L. ~~As of the Effective Date (defined below), the Owner owned all of the condominium units within the Community (“**Owner Property**”), except for: (i) the Town Property; (ii) Retail Unit 112 which is owned by the Telluride Adaptive Sports Program Space (“**TASP Unit**”) and (iii) Retail~~

~~Unit 136 which is owned by the Telluride Mountain Village Owners Association (“**TMVOA Unit**”):~~

~~OS-1A-MVB shall~~

~~M. The Town Property, Owner Property, TMVOA Unit and TASP Unit are collectively referred to as the “**Property**”.~~

~~N. Owner submitted an application to the Town for a Major PUD Amendment to: (i) officially incorporate the former Lot 38 and the Lot 38 Approval into the Lot 38-50-51 PUD; (ii) update and revise the PUD Development Agreement to reflect the current status of the PUD; (iii) expand the boundaries of the PUD to include OS 1A MVB; (iv) expand the PUD to include the construction of a porte cochere and outdoor pool and pool deck (“**Entry and Pool Improvements**”) on the western façade of the Community on a portion of the Plaza Unit and OS-1A-MVB; (v) revise and update the current zoning within the Community; and (vi) memorialize the Town’s approval of certain variations and variances to the requirements of the CDC for the Lot 38-50-51R PUD (“**Variations**”).~~

~~O. The Condominium Map shows the open plaza areas and breezeways up to the exterior building façade as a “Plaza Unit”, with the Town owning the Plaza Unit. OS 1A MVB and the Plaza Unit are currently zoned Full Use Active Open Space and must be rezoned to the Village Center Zone District to allow for the Entry and Pool Improvements.~~

~~P.N. _____ OS 1A-MVB must be replatted to incorporate OS-1-MVB into Lot 38-50-51R to allow for the construction of the Entry and Pool Improvements which shall be incorporated within the PUD and the Community. Therefore, OS 1A MVB must be prior to the issuance of a Certificate of Completion by the Town for the Entry and Pool Improvements. OS-1A-MVB was conveyed from the Town to the Owner subject to the terms and conditions of this Agreement and the OS-1A-MVB Conveyance Agreement dated March _____, 2015 attached hereto as **Exhibit “B”** and recorded at Reception No. 436899 in the Official Records which is incorporated herein by reference (“**Conveyance Agreement**”).”) and the Special Warranty Deed recorded at Reception No. 436939.~~

~~Q. The Town and Owner desire to amend the Original PUD to: (i) include the former area of Lot 38 into the Lot 38-50-51R PUD since the development on Lot 38 has been included within the Community; (ii) amend and restate the Original Development Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment; (iii) memorialize the approvals, requirements and conditions related to the Applications (defined below); (iv) delete the conditions of the Original PUD that have been completed; and (v) clarify the remaining terms and conditions of the Lot 38-50-51R PUD.~~

~~R.O. _____ Hereafter, ~~the~~The boundaries of the Lot 38-50-51R PUD and the boundaries of the Community shall at all times be the same.~~

~~S.P. The Owner owns at least sixty-seven percent (67%) of the Property within the PUD which allows the Owner to apply for a Major Amendment to the PUD pursuant to Section 17.4.12(N)(3) of the Community Development Code (“**CDC**”). ~~In addition, the Town provided consent for the inclusion of certain property owned by the Town (OS 1A MVB) into the Applications.~~~~

~~T.Q. _____ After completing a conceptual work session with both the Town Council and the Town’s Design Review Board (“**DRB**”) on October 16 and October 23, 2014, respectively, the Owner submitted to the Town a Major PUD Amendment Application, ~~Rezoning Application, Minor Subdivision Application and Design Review Application~~ to authorize the rezoning of certain units~~

and the combination and rezoning of other units within the PUD (collectively the “**Applications**”) pursuant to the requirements of the CDC.

~~U.R.~~ The DRB considered the Applications, testimony and public comment and recommended to the Town Council that the Major PUD Amendment Application and Rezoning Applications be approved with conditions pursuant to the requirement of the CDC at a public hearing held on ~~December 4, 2014~~ May 7, 2015.

~~V.S.~~ The Town Council approved the first reading of an ordinance approving the Major PUD Amendment Application and Rezoning Application on ~~December 4, 2014 and May 21, 2015~~ and set the second reading of the ordinance and public hearing for ~~January 15~~ June 25, 2015; (“**June 2015 Major PUD Amendment Application**”).

~~W.~~ The Town Council approved the Minor Subdivision Application subject to conditions at a public hearing held on ~~December 4, 2015~~.

~~X.~~ The DRB approved the Design Review Application for the Entry and Pool Improvements subject to conditions at a public hearing held on ~~January 8, 2015~~.

~~Y.T.~~ The Town Council considered the June 2015 Major PUD Amendment Application ~~and Rezoning Application~~, testimony and public comment and adopted an ordinance on second hearing approving the June 2015 Major PUD Amendment Application and Rezoning Application ~~this Second Amended and Restated PUD Development Agreement~~ with conditions pursuant to the requirement of the CDC at a public hearing held on ~~January 15~~ June 25, 2015 which became effective after the required thirty day waiting period on ~~February 14~~ July 25, 2015 (“**Effective Date**”). The ordinance is recorded at Reception Number _____ in the Official Records.

~~Z.U.~~ The public hearings referred to above for the 2015 Major PUD Amendment Application were preceded by notice as required by the CDC Public Hearing Noticing Requirements, including but not limited to notification of all property owners within 400 feet of the Property, posting of a sign and posting on the applicable agendas.

NOW, THEREFORE, in consideration of the above premises, the Town Council's approval of the Applications upon all terms and conditions contained herein, and the covenants, mutual obligations and promises as hereinafter set forth, it is agreed by and between the Parties ~~as follows:~~ that the Original Development Agreement, as amended and the First Amended and Restated PUD Development Agreement shall be amended and restated in its entirety as follows:

1. INCORPORATION OF RECITALS

The Parties confirm and incorporate the foregoing recitals into this Agreement.

2. INCORPORATION OF LOT 38 IN THE PUD

Lot 38, including the Lot 38 Approval, ~~is hereby~~ has been incorporated into and made a part of the Lot 38-50-51R PUD and subject to the terms and conditions of this Agreement.

3. CONVEYANCE OF OS-1A-MVB TO OWNER AND INCORPORATION INTO THE PUD

The Town ~~agrees to convey~~ has conveyed all of OS-1A-MVB to the Owner in order to allow for the construction of the Entry and Pool Improvements and incorporation into the Property, Community and PUD, subject to the terms and conditions of this Agreement and the OS-1A-MVB Conveyance Agreement recorded at Reception No. _____436899 in the Public Records-attached hereto. OS-1A-MVB shall be replatted into Lot 38-50-51R and annexed into the Community as Exhibit "B". a condition of the issuance of the Certificate of Completion by the Town for the Pool and Entry Improvements.

4. RELATIONSHIP TO COMMUNITY DEVELOPMENT CODE

To the extent of any conflict between this Agreement and the CDC, the terms, conditions, regulations and standards contained in this Agreement shall supersede the provisions of the CDC to the extent of conflict. Where this Agreement does not address specific CDC standards, the specific provisions contained in the CDC shall apply as determined by the Town Planning Division, subject to a final determination by the relevant review authority. In making this determination, the Planning Division and review authority shall consider the original intent of the PUD, the type of use, intensity of use, type of structure and similar factors to identify the situation covered by the CDC closest in comparison to the situation in the PUD. Notwithstanding the foregoing, when possible, the PUD and the CDC should be read to be consistent with one another.

5. PERMITTED USES

A. The permitted uses within the Property shall be the same as for the Village Center Zone District as set forth in the CDC.

B. The permitted uses for the Plaza Unit and Ice Rink Unit shall be the same as for the Full Use Active Open Space Zone District as set forth in the CDC.

C. Commercial and retail uses are permitted, without limitation, on floor areas in any location on the first floor and plaza level of the Community and on the first and second floor levels of the "Hotel Unit" as the same is depicted on the Community Map.

D. All plaza level spaces shall comply with the CDC Plaza Level Use Limitations, unless a conditional use permit has been issued by the Town in accordance with such limitations and the CDC.

E. Home occupations shall be allowed pursuant to the CDC Home Occupation Regulations.

6. PERMITTED ZONING AND DENSITY

A. The table set forth in Exhibit "CB" establishes the zoning designations and density within the PUD and the Community based on the Original PUD and Resolution No. 2001-0814-11, Resolution No. 2004-0318-02 and Resolution No. 2005-1108-27.

B. As a result of the approval of the June 2015 Major PUD Amendment, the density, zoning and reconfiguration of specific units within the Community may be revised in accordance with the table set forth in Exhibit "C". The June 2015 Major PUD Amendment authorizes the: (i) combination of a maximum of nine (9) specified Lodge Units, Efficiency Lodge Units and Condominium Units within the Lot 38 Building to be rezoned and reconfigured into five (5) Condominiums Units; (ii) rezoning of five (5) specified Efficiency Lodge Units in the Lot 50-51 Building to Lodge Units; (iii) and the combination

of seven (7) Condominium Units in the Lot 50-51 Building into three (3) Condominium Units, all as set forth in Exhibit “C” (collectively, the “Reconfigurations”).

- 1) In order to implement the authorized Reconfigurations, the Owner shall submit a Minor PUD Amendment application to the Town for a specific authorized Reconfiguration prior to submitting for the required building permit and must obtain density to transfer to the PUD for each Reconfiguration by either: (i) the transfer of density as a result of combining Condominium Units in the 50-51 Building limited to seven (7) Condominium Units on the top floor that may be combined into three (3) Condominium Units as outlined in Exhibit “C”; or (ii) the transfer of density to the PUD from the density bank.
- 2) Any density in the density bank may be transferred to the PUD for purposes of accomplishing the Reconfigurations with the variation as outlined in Section 8.B.7.
- 3) Due to the approval of future density transfers associated with the Reconfigurations, the transfer of density to the PUD from the density bank shall be an administrative process (CDC class 1 application) that does not require a rezoning application, with such density transfer occurring concurrently with the required Minor PUD Amendment application.
- 4) Upon approval of a Minor PUD Amendment application, the applicant shall cause an instrument to be recorded in the Official Records that updates and amends Exhibit “B” and Exhibit “C” and such other documents as are necessary to document the approved density transfer to the PUD as shall be approved by the Town as a condition of the approval of Minor PUD Amendment application.
- 5) Upon substantial completion of the building permit for an authorized Reconfiguration, the Owner shall submit a staff subdivision application for an amendment to the Condominium Map and the Declaration to reflect the Reconfiguration.
- 6) There shall be no net loss of existing pillows within the Property as a result of the Reconfigurations, with one double bed or greater counting as two (2) pillows. Existing pillows do not include sofa beds located in living spaces.
- 7) The 2015 Amended and Restated Declaration of Condominium Hotel Covenants and Restrictions recorded at Reception No. 436900 shall remain in place for the five (5) Efficiency Lodge Units in the Lot 50-51 Building that are authorized to be converted to Lodge Units.
- 8) The length of validity to complete the Reconfigurations shall be ten (10) years from the Effective Date.

7. BUILDING HEIGHT

Building height allowed by this Agreement shall be as follows:

Maximum Building Height:	86 feet 6 inches
Maximum Average Building Height:	64 feet 1 inch

8. PERMITTED VARIATIONS TO THE CDC

- A. The DRB as part of the Original PUD approved certain variations to the CDC Design Regulations, to allow the following:

- 1) The use of stained cementitious vertical plank.
- 2) No recession for plaza level windows for retail spaces.
- 3) The use of copper accent roof materials.
- 4) The use of 2:12 roof form.

B. Town Council, based on a recommendation for approval from the DRB, granted variations to allow the following:

- 1) Allowing Allow the Entry and Pool Improvements to be located in close proximity to a lot line, with a specific variation to CDC Section 17.3.14.H that allows the DRB to impose a setback of up to 20 feet for swimming pools and hot tubs since noise will be mitigated and buffered. (2015 PUD Variation)
- 2) Increase the allowed maximum building height and maximum average building height under the CDC to the following (Original PUD Variation):

Maximum Building Height:	86 feet 6 inches
Maximum Average Building Height:	64 feet 1 inch
- 3) Remove the requirement that a parking space must be allocated to a specific unit (Original PUD Variation).
- 4) Allow a width reduction for 22 of the parking spaces located in the subsurface parking garage from the required 9-feet to 8-feet 6-inches; and, to allow a reduction in the 20-foot required backup space to 19-feet 7-inches for the four (4) parking spaces that the DRB required be 10-feet wide under the Design Regulations (Original PUD Variation).
- 5) Allowance for the construction of the Pedestrian Bridge connecting the two major buildings within the Community, which shall be used only for pedestrian access within the Community for use as housekeeping and maintenance access between the buildings connected by the Pedestrian Bridge. In servicing the interior buildings and other portions of the Community, all housekeeping and maintenance carts shall access the Community buildings only by the Pedestrian Bridge and/or the underground garage/basement facilities within the Community. Housekeeping and Maintenance carts shall not use the Plaza Unit for access (Original PUD Variation).
- 6) Allow for snowmelt area in excess of the allowed square footage in the CDC (2015 PUD Variation).
- 7) Allow for the rezonings necessary to accomplish the Reconfigurations by approval of a specific variation of the limitation set forth in CDC Section 17.4.9(E)(7)(f) that restricts Lodge and Efficiency Lodge zoning designations from being rezoned to Condominium zoning designations (“June 2015 PUD Variation”).

9. ORIGINAL PUD COMMUNITY BENEFITS

The Town Council determined that the Lot 38-50-51R PUD achieves one or more Community Purposes (referred to as Community Benefits in the CDC) by providing the public benefits listed below. Any elimination, cessation or change to any of these enumerated Community Benefits shall require a PUD Major Amendment pursuant to the CDC.

- 1) Addition of public parking managed by the Town to maximize all public parking spaces for the benefit of the public, with the land provided by the Owner;
- 2) Addition of three units of Employee Housing beyond the five units platted and required on Lots 50 and 51;
- 3) Improved vehicular entry to the Village Core;
- 4) Improved pedestrian entry to the Village Core with land provided by the Owner;
- 5) Plaza improvements that include the addition of the snowmelt system to the plaza beyond what is required and the space in the proposed structure to contain the necessary boilers for the snowmelt system; a fire pit area, plaza access and connections to adjacent plazas through the site;
- 6) Space guaranteed by the Owner to be used for the Telluride Adaptive Sports Program (TASP) directly adjacent to the ski run, in a development that is handicap accessible;
- 7) A public ice rink and public performance space owned by the Town that is designed to provide a dynamic entryway area to the Mountain Village Core, on land provided by the Owner, which connects to the adjacent Village core plazas and is integrated to and visible from Heritage Plaza;
- 8) Addition of public, plaza level bathroom services including baby changing stations in all bathrooms;
- 9) A central loading dock area owned by the Town for the Village Core with land provided by the Owner; and
- 10) Increase in the short-term bed base through the creation of a “Hotel”, subject to a recorded deed restriction placed on the use of the 100 Efficiency Lodge Units located within the Lot 50/51 Building to be operated and managed as a four or five star hotel, subject to the conversion of 5 Efficiency Lodge Units to Lodge Units authorized under Section 6, which shall remain subject to the deed restriction.

10. ADDITIONAL 2015 COMMUNITY BENEFITS.

The Town Council has determined that the Applications achieve one or more Community Benefits by providing the ~~public benefits~~Community Benefits listed below. Any elimination, cessation or substantial

change to any of these enumerated Community Benefits shall require a Major PUD Amendment pursuant to the CDC.

A. Owner shall contribute up to \$60,000 to be used by the Town to replace/convert the cooling unit for the ~~H~~ice ~~R~~rink located within the Community in accordance with the terms and conditions of the Conveyance Agreement (“**Cooling Cost Contribution**”).

B. Owner shall ~~contribute \$110,000 to the Town for the~~, ~~at Owner’s sole cost and expense, the design and construction of a design and construct~~ shade structure improvements over the ~~H~~ice ~~R~~rink in accordance with the ~~following provisions~~ Conveyance Agreement (“**Ice Rink Improvements**”):

- 1) Town Staff and Owner shall mutually agree to design for the shade structure improvements over the ice rink for presentation to the Town Council in a worksession. Important design considerations for the Town include waterproof material, material that limits radiant energy transmission, drainage onto the surrounding plaza areas versus the ice, minimizing or eliminating the gaps to reduce sun on the ice, engineering design to meet wind and snow loading, and user friendly design that minimizes the installation and removal time to Town staff and minimizes the number of staff necessary for such installation and removal.
- 2) The final ice rink design shall be reviewed and approved as a class 3 development application pursuant to the Design Review Process, with the Town preparing and processing such application at its sole cost and expense.
- 3) It is anticipated that the cost for the ice rink shading is approximately \$21,000 per panel plus costs for engineering and architectural services for an estimated cost of \$185,000 for eight panels.
- 4) The Town Council will review the final cost for the shade structure and act on funding for such as a budget amendment or as a part of the normal budgeting process.
- 5) If the Town Council does not fund the cost difference between the \$110,000 and the actual cost for the shade structure, the Owner shall contribute \$110,000 to the Town that shall be used for Reflection Plaza recreational improvements or recreational infrastructure.
- 6) If the Council funds the cost difference between the \$110,000 and the actual cost for the shade structure, the Town shall provide such funds to the Owner for it to contract for the structural engineering and installation of the shade structure.
- 7) The Town shall treat any construction of the shade structure as a Town project that does not require the payment of any building fees or taxes.
- 8) Following completion of the installation of any Shade Structure, the Owner shall notify the Town of such completion and the Town shall have ten (10) business days to inspect the Shade Structure for any defects. If defects are noted, the Owner shall have ten (10) business days to correct any defects. Upon acceptance of the Shade Structure, the Owner shall provide the Town with a Bill of Sale for the Shade Structure along with an assignment of all warranties for the products and construction of the Shade Structure. Upon acceptance of the Bill of Sale for the Shade Structure, the Town shall be responsible for the ongoing operation, maintenance and repair of the Shade Structure during the winter months when the ice rink is open to the public, which shall be undertaken by the Town in the Town's reasonable discretion. If the Owner or a third-party desires to use the shade structure during the summer months, such third party shall be responsible

for the operation, maintenance and repairing damage of the Shade Structure through an agreement with the Town.

11. HOTEL AND RECONFIGURATION DEED RESTRICTIONS.

The Property is subject to the 2015 Amended and Restated Hotel Deed Restriction recorded at Reception Number ~~_____~~436900 and the Reconfiguration Deed Restriction recorded at Reception Number 384749, as may be amended from time to time by the Town and the Owner, which require: (1) the hotel to be operated and managed as a four or five star hotel according to the requirements set forth therein; (2) the provision of 100 Efficiency Lodge Units; (3) the restriction of the reconfiguration of the 100 Efficiency Lodge Units to the configurations approved by the Town in the Final PUD Plan and the construction drawings submitted in connection therewith; (4) the provision of a sufficient number of rooms as hotel rooms within the 100 Efficiency Lodge Units; (5) the hotel rating of four or five stars shall be maintained at all times and that cash damages be assessed in the event of non-compliance with this deed restriction; and (6) the Town Council to approve the specific hotel operator as set forth in the Hotel Deed Restriction. Any elimination, cessation or change to any of these enumerated requirements shall require a Major PUD Amendment pursuant to the CDC.

12. EMPLOYEE HOUSING

A total of ten (10) workforce housing units shall be maintained within the Community in accordance with and subject to the Town of Mountain Village Employee Housing Deed Restriction as recorded at Reception Number 406966.

13. COMPLIANCE WITH PUD REQUIRED AGREEMENTS.

Pursuant to the Original PUD and approval of the Applications, the Owner and Town shall comply with the following agreements, as may be amended from time-to-time or terminated by the mutual agreement of Owner and the Town:

- A. 2015 Amended and Restated Declaration of Condominium Hotel Deed Restriction Covenants and Restrictions recorded at Reception Number 436900.
- B. Reconfiguration Deed Restriction recorded at Reception Number 384749.
- C. Parking Management Agreement dated October 31, 2006 (unrecorded).
- D. Loading and Facilities Easement Agreement as recorded at Reception Number 407365.
- E. Community Entrance Driveways and Landscaping Easement Agreement as recorded at Reception Number 405671.
- F. First Amended and Restated Fire Lane Easement Agreement as recorded at Reception Number 405673.
- G. Garage Access Ramp and Tunnel Easement Agreement as recorded at Reception Number 405669.
- H. Ski/Golf Resort Operations, Stairways and Irrigation System Easements Agreement as recorded at Reception Number 405854.
- I. The Lot 38R Access Easement Agreement as recorded at Reception Number 346442.
- J. The Lot 38R Parking Easement Agreement as recorded at Reception Number 346443.
- K. Common Underground Garage Agreement as recorded at Reception Number 346444.
- L. Community and Public Use and Access Easements Agreement as recorded at Reception Number 407366.
- M. Ice rink systems easement as recorded at Reception Number 407368.
- N. Loading Facilities and Management Plan dated June 15, 2009 (unrecorded).
- O. Plaza Unit Food and Beverage Operations License Agreement dated June 15, 2009, (unrecorded).
- P. OS-1A-MVB Conveyance Agreement dated March 12, 2015, recorded at Reception Number 436899.

14. APPROVAL OF FINAL PUD PLAN AND DENSITY TRANSFER.

A. Town Council approved the Final PUD Plan as a part of the Original PUD which consist of the documents itemized in Exhibit "A" (hereinafter collectively referred to as "Final PUD Plans"). The final DRB approved plans for the Entry and Pool Improvements shall be deemed to be part of and included in the Final PUD Plans dated as itemized in Exhibit "A". The final construction plans and drawings for the PUD are incorporated into this Agreement by this reference and included in the definition of the Final PUD Plans.

B. Town Council, based on a recommendation for approval from the DRB, approved density transfers and density reallocations to and from the Density Bank for the Property as part of the Original PUD as follows:

- 1) Transfer of 25.33 Condominium Units, seventy-six (76) condominium density, to the Density Bank for the benefit of the Applicant.
- 2) Transfer of three (3) Employee Condominiums, nine (9) density to Lot 50-51R from the Town's Housing Authority to accommodate the three (3) additional deed restricted Employee Condominiums.

15. CONSTRUCTION OF ICE RINK IMPROVEMENTS AND DELIVERY OF COMMUNITY BENEFITS AND CONSTRUCTION LICENSE.

A. ~~The Owner shall commence and complete construction of the Ice Rink Improvements in accordance with the terms and conditions of the Conveyance Agreement.~~ The ~~Ice Rink Improvements,~~ and the public improvements associated with the Entry and Pool Improvements (sidewalks, landscaping, plaza areas, etc.) shall be public improvements (the "**Public Improvements**"). The Public Improvements shall be completed, issued certificates of occupancy or completion and inspected by the Town to ensure compliance with the Town approved plans for such Public Improvements and conveyed to the Town free and clear of all liens and encumbrances prior to the issuance of any certificate of occupancy for the Entry and Pool Improvements

B. The Owner shall enter into an improvements agreement for the Public Improvements in accordance with CDC Section 17.4.13(L), prior to and as a condition of the issuance of a building permit for the Entry and Pool Improvements.

C. Prior to the issuance of a building permit for the Entry and Pool Improvements and the Public Improvements, the Owner shall enter into a construction license and staging agreement for and construction of the Entry and Pool Improvements and the Public Improvements and their impact on existing infrastructure.

16. MISCELLANEOUS.

A. **REMEDIES FOR BREACH OR DEFAULT.**

In the event Owner, or its successor in interest, should fail to perform or adhere to its obligations as set forth herein, and such failure continues for a period of thirty (30) days after the Owner receives written notice by registered mail, return receipt requested from the Town describing the failure in reasonable detail, then the Town shall have the following remedies against the Owner which remedies are cumulative and non-exclusive unless such failure is of a nature that it is not capable of being cured within 30 days in which case it shall be commenced within the 30 day period and diligently pursued to completion:

- 1) Specific performance;
- 2) Injunctive relief, both mandatory and/or prohibitory;
- 3) Denial, withholding, or cancellation of any building permit or any other authorization authorizing or implementing the development of the PUD and/or any structure or improvement to be constructed on the Property;
- 4) In the event of a material breach of this Agreement or default hereunder, denial or withholding of any Certificate of Occupancy for any structure or improvement to be constructed on the Property; and/or
- 5) Treat the default as a violation of the CDC and proceed to impose fines as set forth in the CDC as a violation of the CDC.

In the event that the Town should fail to perform or adhere to its obligations as set forth herein, including but not limited to any rezoning, land use or other action or inaction, direct or indirect, or pursuant to an initiated measure, taken without the Owner's consent, that alters, impairs,

prevents, diminishes, imposes a moratorium on development, delays or otherwise materially and adversely affects any development, use or other rights under this Agreement, then the Owner shall have the following remedies:

- 1) Specific performance; and/or
- 2) Injunctive relief, both mandatory and or prohibitory.

B. **INDEMNITY**. Except as otherwise set forth herein, the Owner shall defend and hold the Town harmless from and against any and all claims, demands, liabilities, actions, costs, damages, and reasonable attorney's fees that may arise out of or result directly or indirectly from the Owner's failure to comply with the terms and conditions of this Agreement, including without limitation, Owner's defective design or construction of the Public Improvements or Owner's failure to construct or complete the same; provided, however, that the provisions of this subsection b. shall not apply to loss, or damage or claims therefore attributable to the negligent acts or omissions of the Town, Metro District or TMVOA their agents, employees or contractors. After inspection and acceptance by the Town, and after expiration of any applicable warranty period, this Agreement of indemnity shall expire and be of no future force or effect.

C. **ATTORNEY FEES**. In the event of any action, proceeding or litigation between the Town and the Owner concerning this Agreement, the prevailing party shall be entitled to collect its reasonable legal fees and costs, including the reasonable value of salaried attorney's time. Any state court litigation to enforce the terms of this Agreement shall be commenced in San Miguel County, Colorado and venue shall be restricted to such county.

D. **BINDING EFFECT**. This Agreement shall extend to, inure to the benefit of, and be binding upon the Town and its successors and assigns and, except as otherwise provided herein, upon the Owner, its successors (including subsequent owners of the Property, or any part thereof), legal representatives and assigns. Owners of the Efficiency Lodge, Condominium and Employee Condominium units permitted under the Approval Resolution shall be bound by those provisions of this Agreement which specifically apply only to those units. This Agreement shall constitute an agreement running with the Property until: (a) modification or release by mutual agreement of the Town and the Owner or their successors and assigns; or (b) expiration of the term hereof. Upon the conveyance of the Property by Owner to a different entity or person, and provided that the Owner is not in default hereunder at the time of conveyance, then upon the conveyance of the Property the Owner shall have no liability under this Agreement for any act or omission occurring after the date of such conveyance; provided, that the third party transferee shall assume all liability for any act or omission arising under this Agreement.

E. **AUTHORIZATION**. The Parties hereto warrant they are fully authorized to execute this Agreement and have taken all actions necessary to obtain such authorization.

F. **WAIVER**. No waiver of one or more of the terms of this Agreement shall constitute a waiver of other terms. No waiver of any provision of this Agreement in any instance shall constitute a waiver of such provision in other instances.

G. **AMENDMENT OF AGREEMENT**. Except as otherwise set forth in this Agreement, this Agreement may be amended or terminated only by mutual consent in writing of the Town and the Owner.

H. **GOOD FAITH OF PARTIES**. In performance of this Agreement, or in considering any requested extension of time, the Parties agree that each will act in good faith and will not

unreasonably withhold, delay or condition any approval or consent required or contemplated by this Agreement.

I. **FURTHER ASSURANCES.** Each Party shall execute and deliver such documents or instruments and take such action as may be reasonably requested by the other Party to confirm or clarify the intent of the provisions hereof and to effectuate the agreements herein contained and the intent hereof. If all or any portion of the PUD, the Final Plat, or this Agreement are asserted or determined to be invalid, illegal or are otherwise precluded, the Parties shall cooperate in the joint defense of such documents and, if such defense is unsuccessful, the Parties will use reasonable, diligent good faith efforts to amend, reform or replace such precluded items to assure, to the extent legally permissible, that the Owner and the Town receive the benefits that they would have received under this Agreement.

J. **CERTIFICATIONS.** Each Party agrees to execute such documents or instruments as the other Party shall reasonably request to verify or confirm the status of this Agreement and of the performance of the obligations hereunder and such other matters as the requesting Party shall reasonably request.

K. **RIGHTS OF LENDERS AND INTERESTED PARTIES.** The Town is aware that financing for acquisition, development and/or construction of the Property may be provided in whole or in part, from time to time, by one or more third parties, including, without limitation, lenders, major tenants, hotel operators or managers and purchasers or developers of portions of the Property. In the event of an Event of Default by the Owner, the Town shall provide notice of such Event of Default, at the same time notice is provided to Owner, to any such interested party previously identified in writing to the Town. If such interested Parties are permitted, under the terms of its agreement with the Owner to cure the Event of Default and/or to assume Owner's position with respect to this Agreement, the Town agrees to recognize such rights of interested parties and to otherwise permit such interested parties to assume all of the rights and obligations of Owner under this Agreement.

L. **NOTICES.** All notices required hereunder shall be deemed delivered to the parties five (5) calendar days after posting the same postage prepaid by certified mail, return receipt requested, and addressed as follows:

To the Town:

Town of Mountain Village
Attn: Town Manager and Town Attorney
455 Mountain Village Blvd., Unit A
Mountain Village, Colorado 81435

To the Owner:

Madeline Property Owner, LLC
c/o Northview Hotel Group
36 Narrow Rocks Road
Westport, CT 06880

M. **SEVERABILITY.** If any term or provision or Article of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the applications of such term or provision or Article to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby,

EXHIBIT A

LIST OF FINAL PUD PLANS AND DRAWINGS

As Submitted for the February 16, 2004 Town Council Final PUD Plan Application.

Cover

Civil Drawings:

- C1.0 Final Grading Plan -Foley & Associates
- C2.0 Final Utility Plan -Foley & Associates
- C3.0 Final Drainage Plan -Foley & Associates
- C4.0 Existing Topographical Survey -Foley & Associates
- C4.1 Final Plat Notes -Foley & Associates
- C4.2 Final Plat Drawing -Foley & Associates
- C4.3 Existing Easements -Foley & Associates

Landscape Drawings:

- L1.1 Landscape Paving Plan -Caribou Designs
- L1.2 Landscape Planting Plan -Caribou Designs
- L1.3 Mountain Village Core Site Plan -Caribou Designs
- L2.0 Irrigation Plan -Caribou Designs
- L3.0 Landscape Details -Caribou Designs
- L3.1 Landscape Details -Caribou Designs

Architectural Drawings: all prepared by Parkhill/Ivins

- A1.0 Architectural Site Plan
- A1.1 Construction Staging Plan
- A1.2 Snow Melt Layout Plan
- A1.3 TFPD Site Plan
- A2.01 P2 Parking Level Plan
- A2.00 PI Parking Level Plan
- A2.1 Plaza Level Plan
- A2.2 Second Level Plan
- A2.3 Third Level Plan
- A2.4 Fourth Level Plan
- A2.5 Fifth Level Plan
- A2.6 Sixth Level Plan
- A2.7 Seventh Level Plan
- A2.8 Seventh Level Mezzanine Plan
- A2.9 Roof Plan
- A3.1 Plaza Level Reflected Ceiling Plan
- A4.1 West and South Elevations
- A4.2 East and Southeast Elevation
- A4.3 Northeast and North Elevation
- A4.4 Height Calculation Illustrations
- A5.1 Building Sections
- A5.2 Building Sections
- A5.3 Loading Dock Section
- A7.1 Architectural Details
- A8.1 Enlarged Retail Elevations
- A8.2 Enlarged Retail Elevations
- A8.3 Enlarged Retail Elevations

As Submitted for the January 15, 2015 Public Hearing on the PUD Amendment with Plan Set Dated 12/29/2014

- A0.1 Cover Sheet1
- A0.2 Perspectives – Pool Deck Addition
- A0.3 Perspectives – Porte Cochere
- A1.1.1 A.N.S.I Details
- A1.1.2 A.N.S.I Details
- A1.1.3 A.N.S.I Details
- A1.1.4 Site & Pedestrian Flow Plan
- A1.1.5 Landscape Plan-First Level Porte Cochere
- A1.1.6 Landscape Plan-Second Level Pool
- A1.1.7 Lighting Plan-First Level Porte Cochere
- A1.1.8 Lighting Plan-Second Level Pool
- A2.1.2 R.C.P First Level Porte Cochere
- A2.2 Overall Key Plan Second Level
- A2.2.1 Floor Plan-Second Level Pool Deck
- A3.1.1 Elevations-Pool Deck
- A3.1.2 Elevations-Pool Deck
- A8.1 Door & Window Details

EXHIBIT B

~~OS-1A MVB CONVEYANCE AGREEMENT~~

EXHIBIT C

ZONING DESIGNATIONS AND DENSITY

Zoning Designation	Actual # of Units	Person Equivalent per Actual Unit	Total Person Equivalent Density
Condominium	38	3	114
Efficiency Lodge Units	102	0.5	51
Lodge	20	0.75	15
Employee Condo	10	3	30
Commercial	NA	NA	NA

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EXHIBIT C

AUTHORIZED RECONFIGURATIONS

<u>Existing Condo Unit Number</u>	<u>Building</u>	<u>Hotel Unit Number</u>	<u>Existing Designation</u>	<u>Existing Person Equivalent Density</u>	<u>Proposed Unit Number</u>	<u>Proposed Designation</u>	<u>Proposed Person Equivalent Density</u>
RC-403	38	1403	Lodge	0.75	RC-403-R	Condominium	3
RC-404	38	1404	Lodge	0.75			
RC-405	38	1405	Lodge	0.75	RC-405-R	Condominium	3
RC-406	38	1406	Lodge	0.75			
RC-407	38	1407	Lodge	0.75	RC-407-R	Condominium	3
RC-408	38	1408	Lodge	0.75			
RC-502	38	1502	Lodge	0.75	TBD	Condominium	3
RC-503	38	1503	Condominium	3	TBD	Condominium	3
RC-504	38	1504	Lodge	0.75	TBD	Condominium	3
RC-505	38	1505	Lodge	0.75	RC-505-R	Lodge	0.75
RC-506	38	1508	Eff. Lodge	0.5			
HC-329	50/51	328	Eff. Lodge	0.5	n/a	Lodge	0.75
HC-419	50/51	419	Eff. Lodge	0.5	n/a	Lodge	0.75
HC-518	50/51	520	Eff. Lodge	0.5	n/a	Lodge	0.75
HC-519	50/51	519	Eff. Lodge	0.5	n/a	Lodge	0.75
HC-521	50/51	525	Eff. Lodge	0.5	n/a	Lodge	0.75
Total Density				12.75			22.5
	Additional Density Needed			9.75			
Total Units			16			12	
Condominium Units That May Be Combined in the 50-51 Building (The Following Seven (7) Units May Be Reconfigured Resulting in a Minimum of Three (3) Condominium Units)							
RC-703	50/51		Condominium	3	TBD	Condominium	3
RC-704	50/51		Condominium	3			
RC-706	50/51		Condominium	3	TBD	Condominium	3
RC-707	50/51		Condominium	3			
RC-708	50/51		Condominium	3			
RC-709	50/51		Condominium	3	TBD	Condominium	3
RC-710	50/51		Condominium	3			

EXHIBIT D

LOT 38 BUILDING AND LOT 50/51 BUILDING

FOUND MONUMENT "CP RIM"
3-1/4" ALUMINUM CAP IN CONCRETE
L.S. 17956

FOUND MONUMENT "CP OVERPASS"
3-1/4" ALUMINUM CAP, L.S. 24954

FOUND MONUMENT
1/4 CORNER, SECTIONS 3/34
3-1/2" BRASS CAP - B.L.M.

CONTROL POINT

LOT 129

LOT 61R

LOT 61D

TRACT OS-3XRR

TRACT OS-3XR

TRACT OS-1A-R2

MOUNTAIN VILLAGE BLVD.

50-51 Building

LOT 38-50-51RR
86436 SQ.FT. (1.98 ACRES)

LOT 52

38 Building

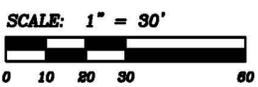
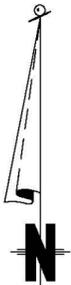
TRACT OS-3XRR

LOT 37

TRACT OS-3CRR

LEGEND

- FOUND 1-1/2" ALUMINUM CAP ON #5 REBAR, L.S. 27605
- FOUND 1-1/2" ALUMINUM CAP ON #5 REBAR, L.S. 37662
- ⦿ SET 1-1/2" ALUMINUM CAP ON #5 REBAR, L.S. 37662



PROPERTY DIMENSIONS