

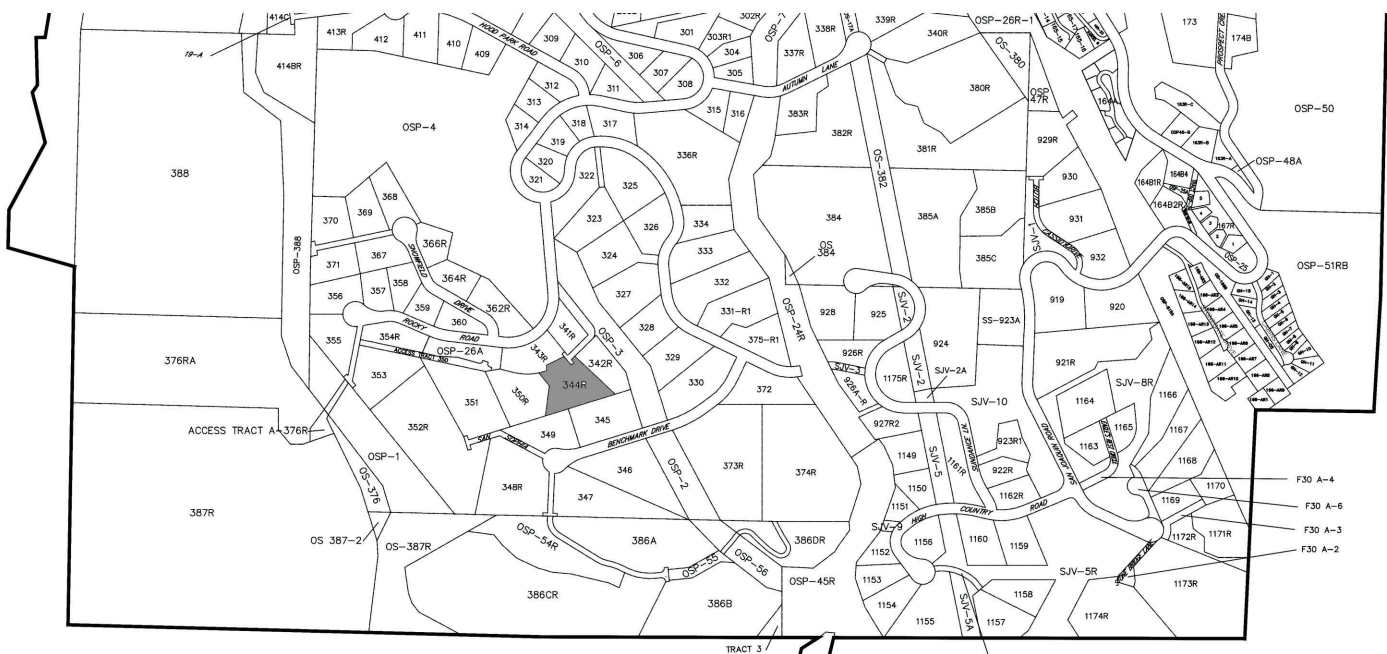


a new residence
for

MELANIE & PARKER DUFFEY

Lot 334R, 111 Rocky Road Mountain Village
Telluride, Colorado

VICINITY MAP:



CONTACT INFORMATION:

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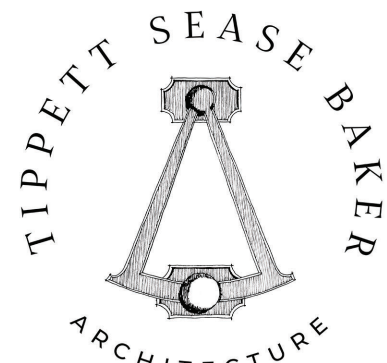
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P.O. Box 3945
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Emory Smith Construction

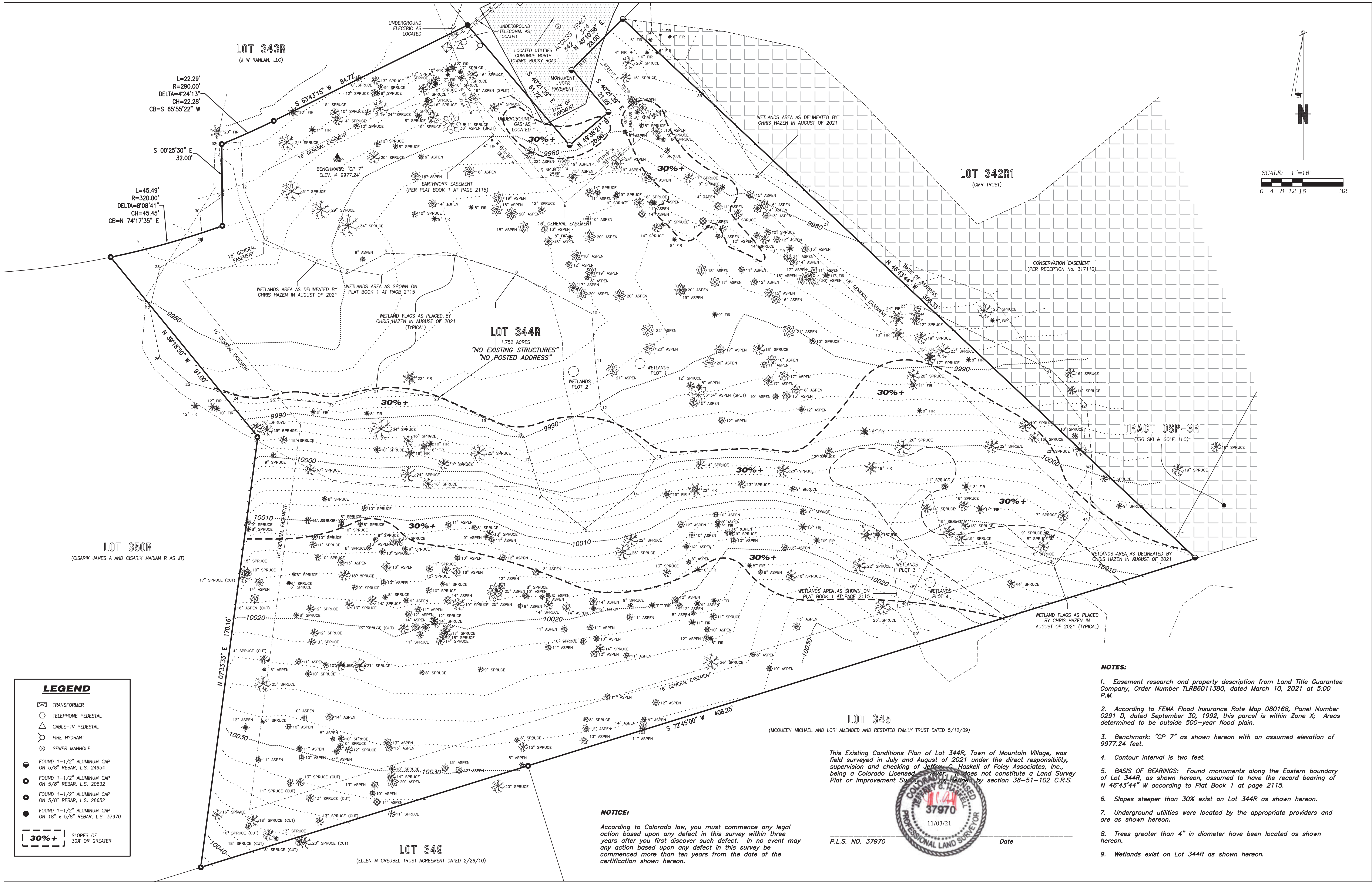
Emory Smith
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Telluride, Colorado 81435
970-708-4641
emory@emorysmithconstruction.com

DRAWING INDEX:

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F:\01\W\01\005\999\99128.dwg, 9/12/2021 3:52:31 PM, PLOT



Existing Conditions Plan
Lot 344R, Town of Mountain Village,
San Miguel County, Colorado.

Project Mgr:	JH	Rev:		description	date	by
Technician:	FO					
Technician:						
Checked by:	JZ					
Start date:	07/2021					



970-728-6153 970-728-6050 fax
P.O. BOX 1385
125 W. PACIFIC, SUITE B-1
TELLURIDE, COLORADO 81435

Drawing path: dwg\99128 ECP 08-21.dwg Sheet1 of 1 Project #: 99128

GENERAL CIVIL ENGINEERING NOTES:

1. THE EXISTING UTILITY LINES SHOWN ON THE PLANS ARE APPROXIMATE. AT LEAST TWO (2) FULL WORKING DAYS PRIOR TO TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO @ 1-800-922-1987 OR 811 TO GET ALL UTILITIES LOCATED. IF ANY OF THESE UNDERGROUND UTILITIES ARE IN CONFLICT WITH THE CONSTRUCTION PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND WORK WITH THE ENGINEER TO FIND A SOLUTION BEFORE THE START OF CONSTRUCTION.

INSTALLATION AND SEPARATION REQUIREMENTS SHALL BE COORDINATED WITH THE INDIVIDUAL UTILITY PROVIDERS.

THE UTILITY PROVIDERS ARE:
SEWER, WATER, CABLE TV AND FIBEROPTIC: TOWN OF MOUNTAIN VILLAGE
NATURAL GAS: BLACK HILLS ENERGY
POWER: SAN MIGUEL POWER
TELEPHONE: CENTURY LINK

2. PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES, ALL NECESSARY PERMITS SHALL BE OBTAINED BY THE OWNER OR CONTRACTOR.

3. IT IS THE CONTRACTOR’S RESPONSIBILITY TO INSURE THAT EXCAVATED SLOPES ARE SAFE AND COMPLY WITH OSHA REQUIREMENTS. REFER TO THE SITE-SPECIFIC REPORT FOR THIS PROJECT FOR ADDITIONAL INFORMATION..

4. ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED OR LAID BACK PER OSHA REGULATIONS.

5. ALL MATERIALS AND CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE TOWN OF MOUNTAIN VILLAGE DESIGN STANDARDS LATEST EDITION. ALL CONSTRUCTION WITHIN EXISTING STREET OR ALLEY RIGHT-OF-WAY SHALL BE SUBJECT TO TOWN OF MOUNTAIN VILLAGE INSPECTION.

6. THE CONTRACTOR SHALL HAVE ONE COPY OF THE STAMPED PLANS ON THE JOB SITE AT ALL TIMES.

7. THE CONTRACTOR SHALL NOTIFY THE TOWN 48 HOURS PRIOR TO THE START OF CONSTRUCTION.

8. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES AT ALL TIMES DURING CONSTRUCTION. THE ADJOINING ROADWAYS SHALL BE FREE OF DEBRIS AT THE END OF CONSTRUCTION ACTIVITIES EACH DAY.

9. THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN PROPER TRAFFIC CONTROL DEVICES UNTIL THE SITE IS OPEN TO TRAFFIC. ANY TRAFFIC CLOSURES MUST BE COORDINATED WITH THE TOWN OF MOUNTAIN VILLAGE.

10. ALL DAMAGE TO PUBLIC STREETS AND ROADS, INCLUDING HAUL ROUTES, TRAILS, OR STREET IMPROVEMENTS, OR TO PRIVATE PROPERTY, SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE CONTRACTOR TO THE ORIGINAL CONDITIONS.

11. WHEN AN EXISTING ASPHALT STREET IS CUT, THE STREET MUST BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL CONDITION. THE FINISHED PATCH SHALL BLEND SMOOTHLY INTO THE EXISTING SURFACE. ALL LARGE PATCHES SHALL BE PAVED WITH AN ASPHALT LAY-DOWN MACHINE.

12. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER. ANY DISCHARGE REQUIREMENTS SHALL BE COORDINATED WITH THE TOWN OF MOUNTAIN VILLAGE.

13. CONTRACTOR SHALL NOTIFY ALL RESIDENTS IN WRITING 24 HOURS PRIOR TO ANY SHUT-OFF IN SERVICE. THE NOTICES MUST HAVE CONTRACTOR’S PHONE NUMBER AND NAME OF CONTACT PERSON, AND EMERGENCY PHONE NUMBER FOR AFTER HOURS CALLS. ALL SHUT-OFF’S MUST BE APPROVED BY THE TOWN AND TOWN VALVES AND APPURTENANCES SHALL BE OPERATED BY TOWN PERSONNEL.

14. CONTRACTOR SHALL KEEP SITE CLEAN AND LITTER FREE (INCLUDING CIGARETTE BUTTS) BY PROVIDING A CONSTRUCTION DEBRIS TRASH CONTAINER AND A BEAR-PROOF POLY-CART TRASH CONTAINER, WHICH IS TO BE LOCKED AT ALL TIMES.

15. CONTRACTOR MUST BE AWARE OF ALL TREES TO REMAIN PER THE DESIGN AND APPROVAL PROCESS AND PROTECT THEM ACCORDINGLY.

16. THE CONTRACTOR SHALL PROVIDE UNDERGROUND UTILITY AS-BUILTS TO THE TOWN.

17. ALL STRUCTURAL FILL UNDER HARDSCAPE OR ROADS MUST BE COMPACTED TO 95% STANDARD PROCTOR (MIN.) AT PLUS OR MINUS 2% OF THE OPTIMUM MOISTURE CONTENT. NON-STRUCTURAL FILL SHALL BE PLACED AT 90% (MIN.) STANDARD PROCTOR.

18. UNSUITABLE MATERIAL SHALL BE REMOVED AS REQUIRED BY THE SOILS ENGINEER. ALL MATERIALS SUCH AS LUMBER, LOGS, BRUSH, TOPSOIL OR ORGANIC MATERIALS OR RUBBISH SHALL BE REMOVED FROM ALL AREAS TO RECEIVE COMPACTED FILL.

19. NO MATERIAL SHALL BE COMPACTED WHEN FROZEN.

20. NATIVE TOPSOIL SHALL BE STOCKPILED TO THE EXTENT FEASIBLE ON THE SITE FOR USE ON AREAS TO BE REVEGETATED.

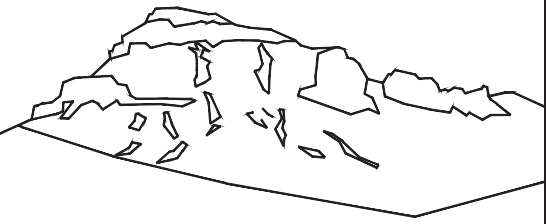
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST ABATEMENT AND EROSION CONTROL MEASURES DEEMED NECESSARY BY THE TOWN, IF CONDITIONS WARRANT THEM.

22. ALL DISTURBED GROUND SHALL BE RE-SEEDED WITH A TOWN-APPROVED SEED MIX. REFER TO THE LANDSCAPE PLAN.

23. THE CONTRACTOR IS REQUIRED TO PROTECT ALL EXISTING SURVEY MONUMENTS AND PROPERTY CORNERS DURING GRADING AND CONSTRUCTION.

24. ALL UNDERGROUND PIPE SHALL BE PROTECTED WITH BEDDING TO PROTECT THE PIPE FROM BEING DAMAGED.

25. HOT TUBS SHALL DRAIN TO THE SANITARY SEWER (OR PUMPED TO AA CLEAN-OUT).



Uncompahgre
Engineering, LLC

P.O. Box 3945
Telluride, CO 81435
970-729-0683

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2021-11-12

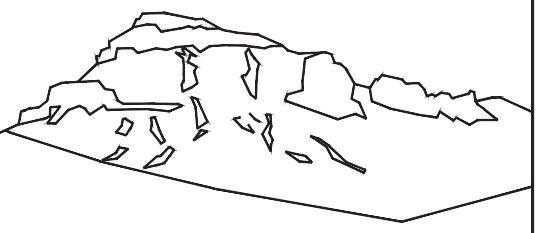
111 Rocky Road
Mtn. Village, CO



CONTRACTOR TO REVIEW AND COMPARE ALL CHAPTERS AND INTERDISCIPLINARY DRAWINGS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO ANY FIELD WORK BEING DONE IN ACCORDANCE WITH AIA DOCUMENT A201

Notes

C1

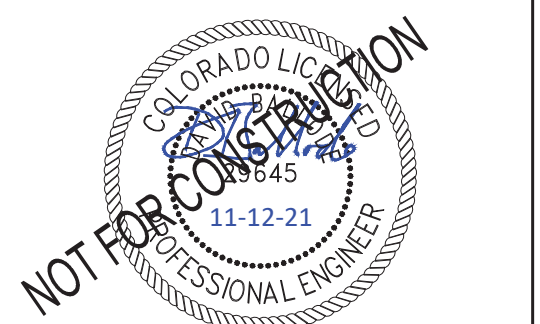


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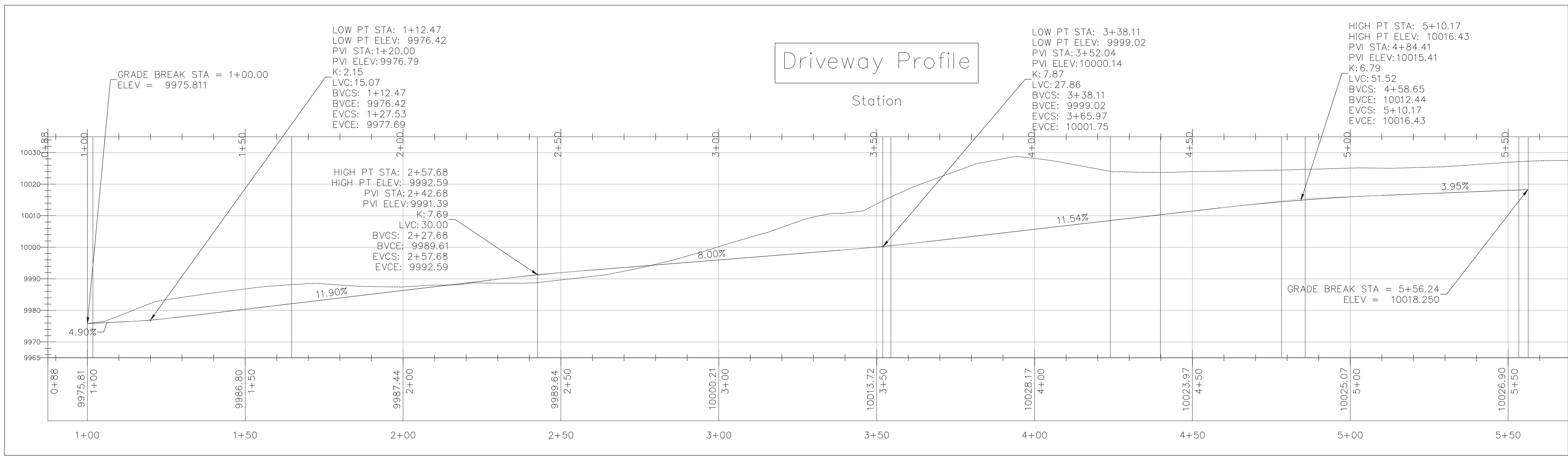
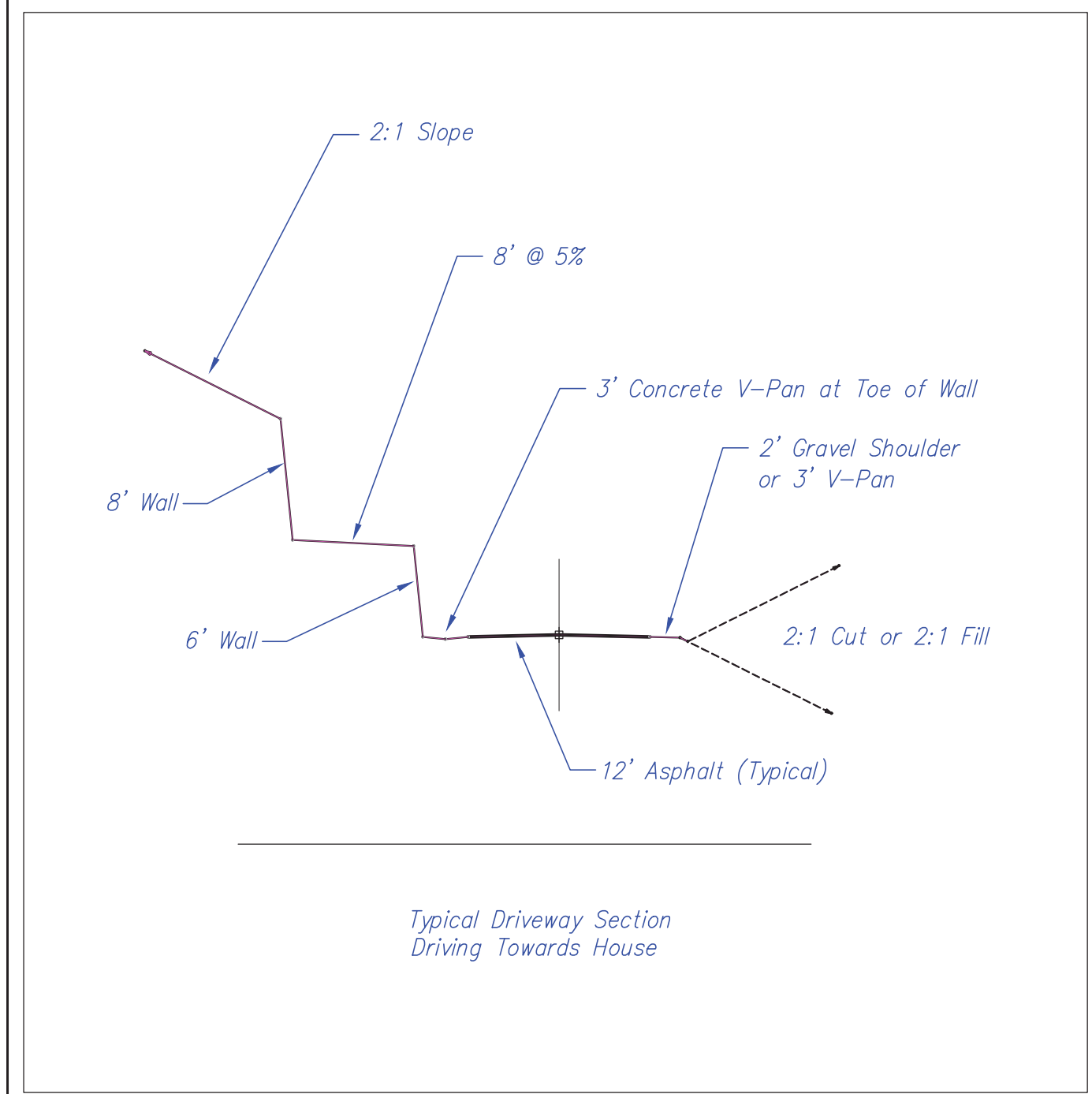
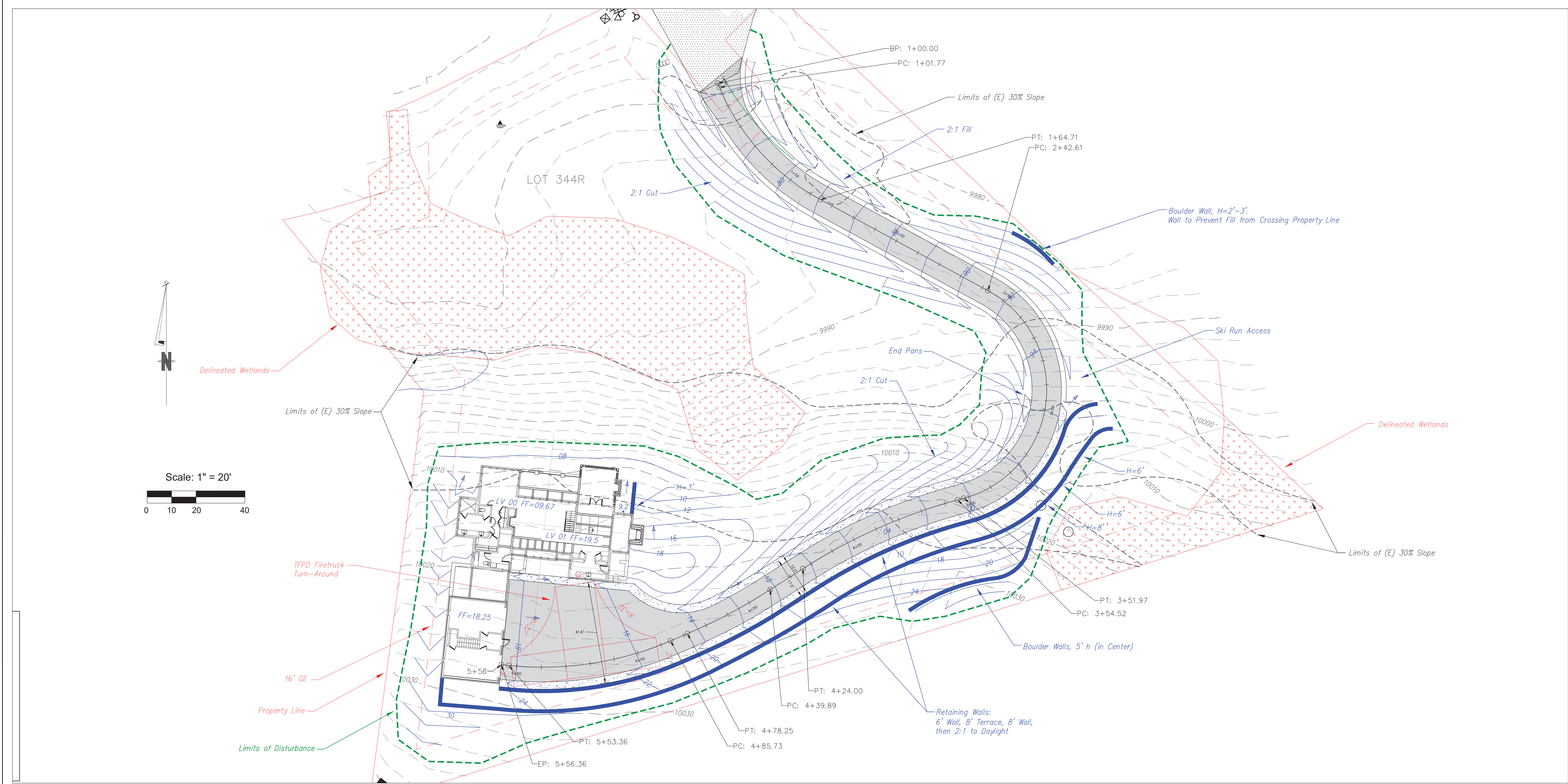


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Site
Grading
with
Driveway
Profile

Trees
not
Displayed

C2.1





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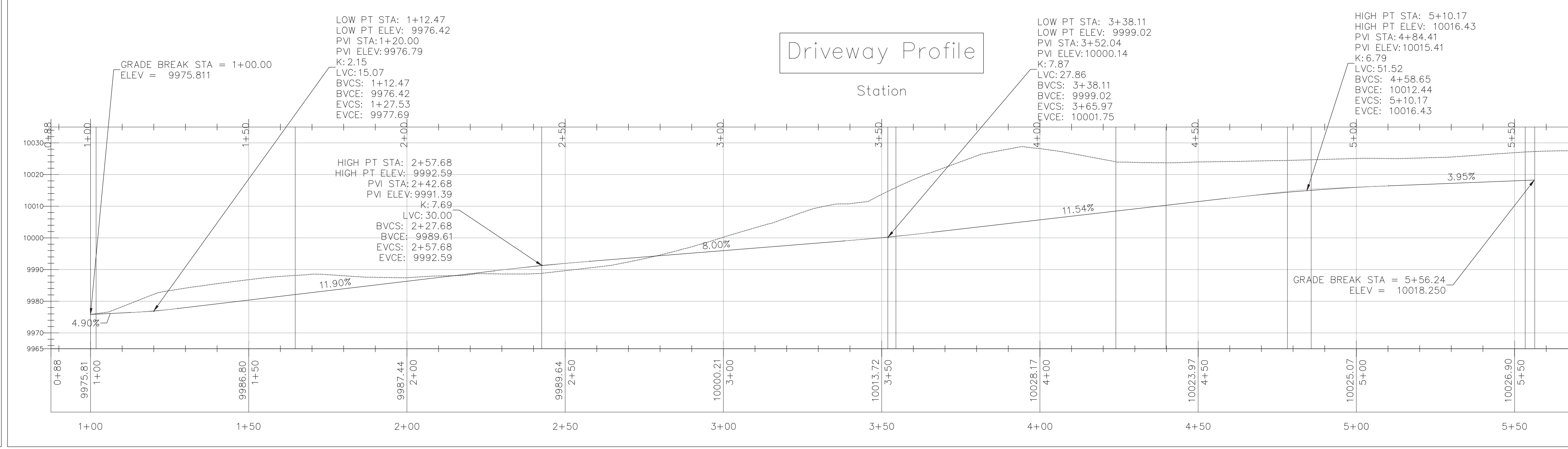
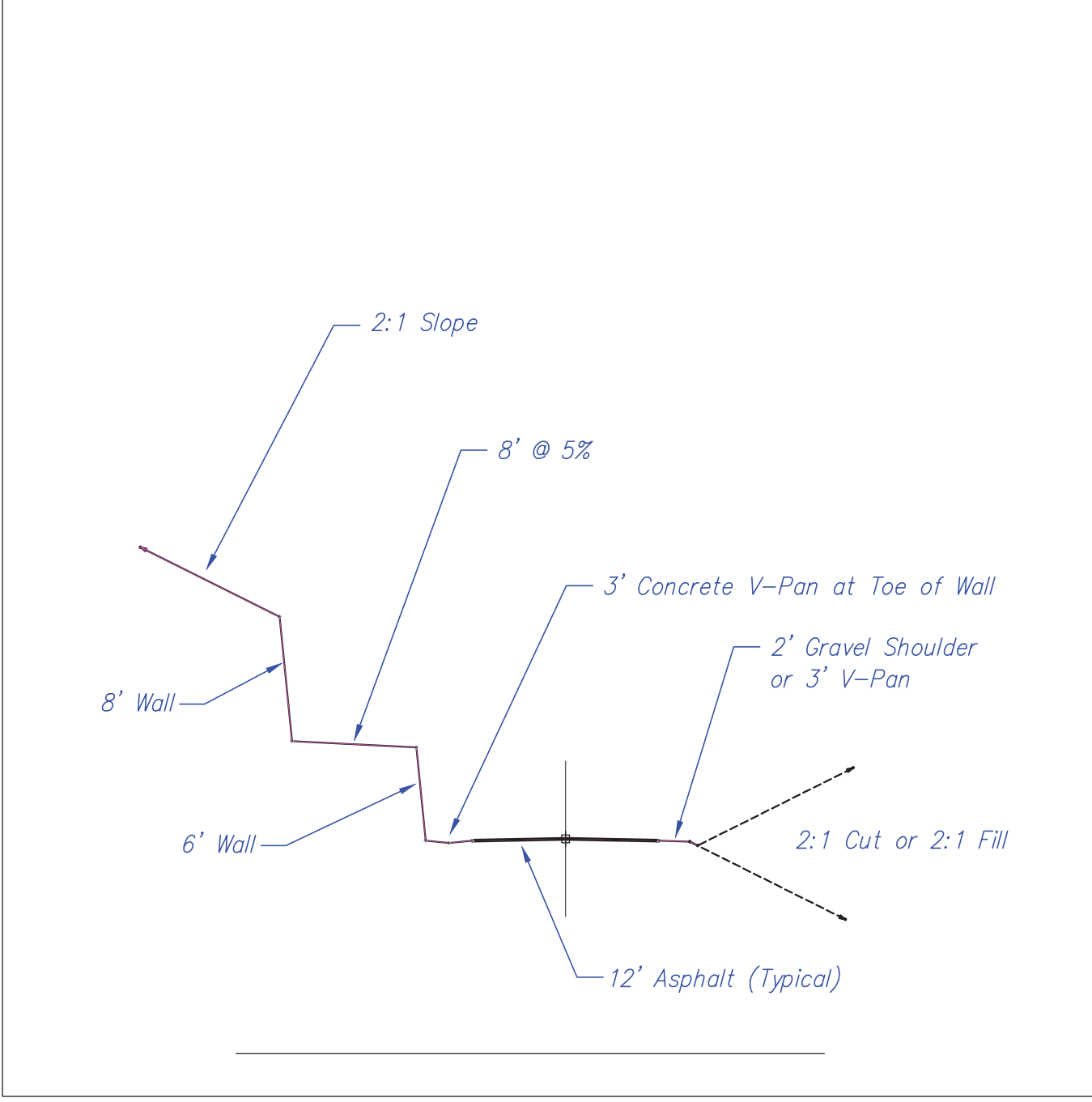
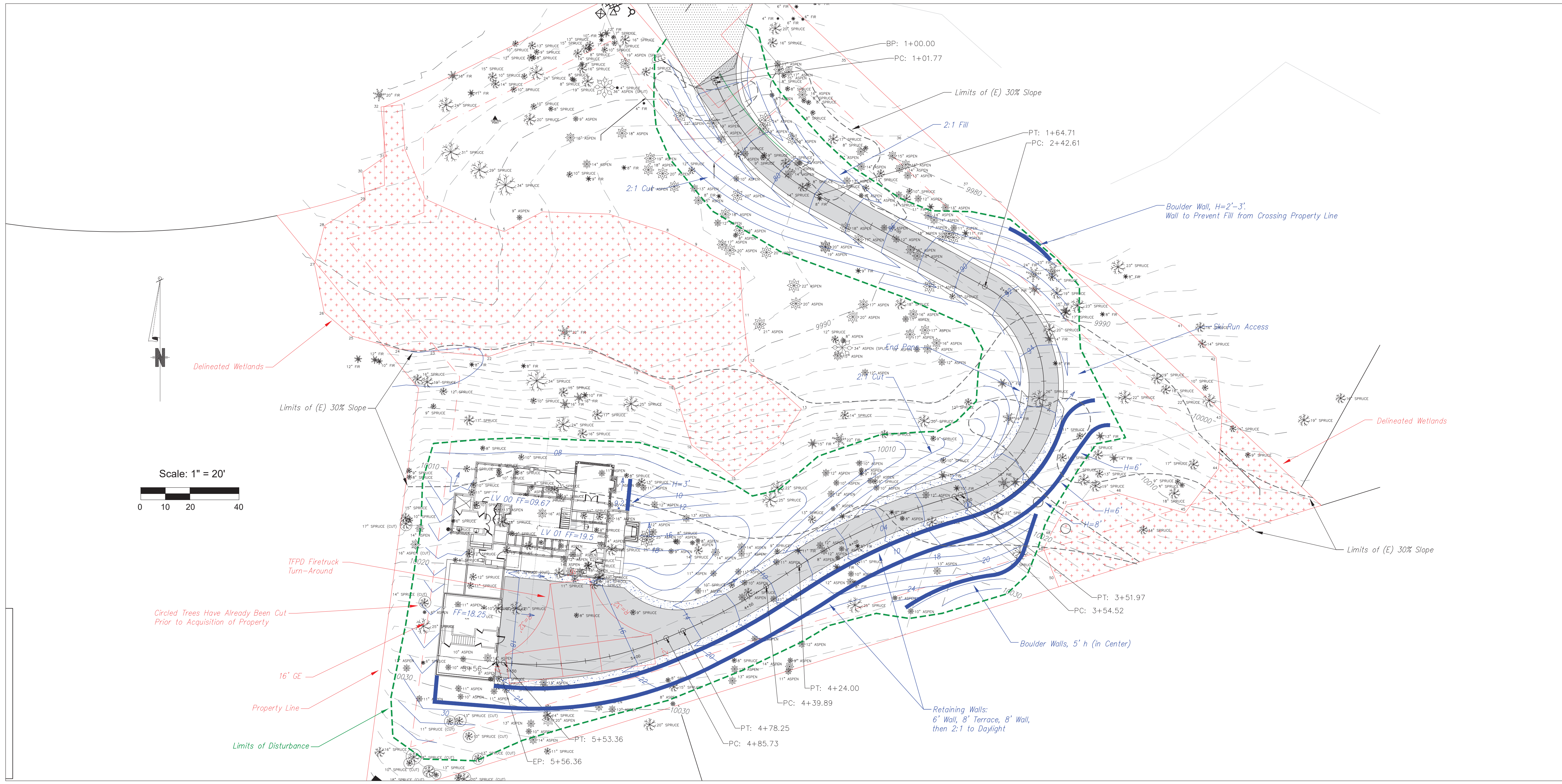


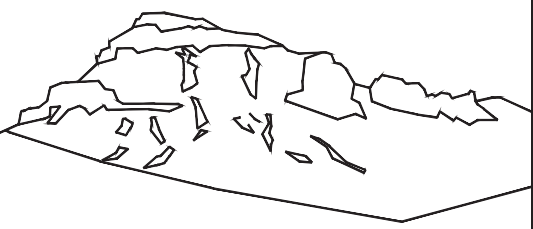
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CHAPTERS AND INTERDISCIPLINARY DRAWINGS
AND REPORT ANY DISCREPANCIES TO THE
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Site
Grading
with
Driveway
Profile

Trees
Displayed

C2.2





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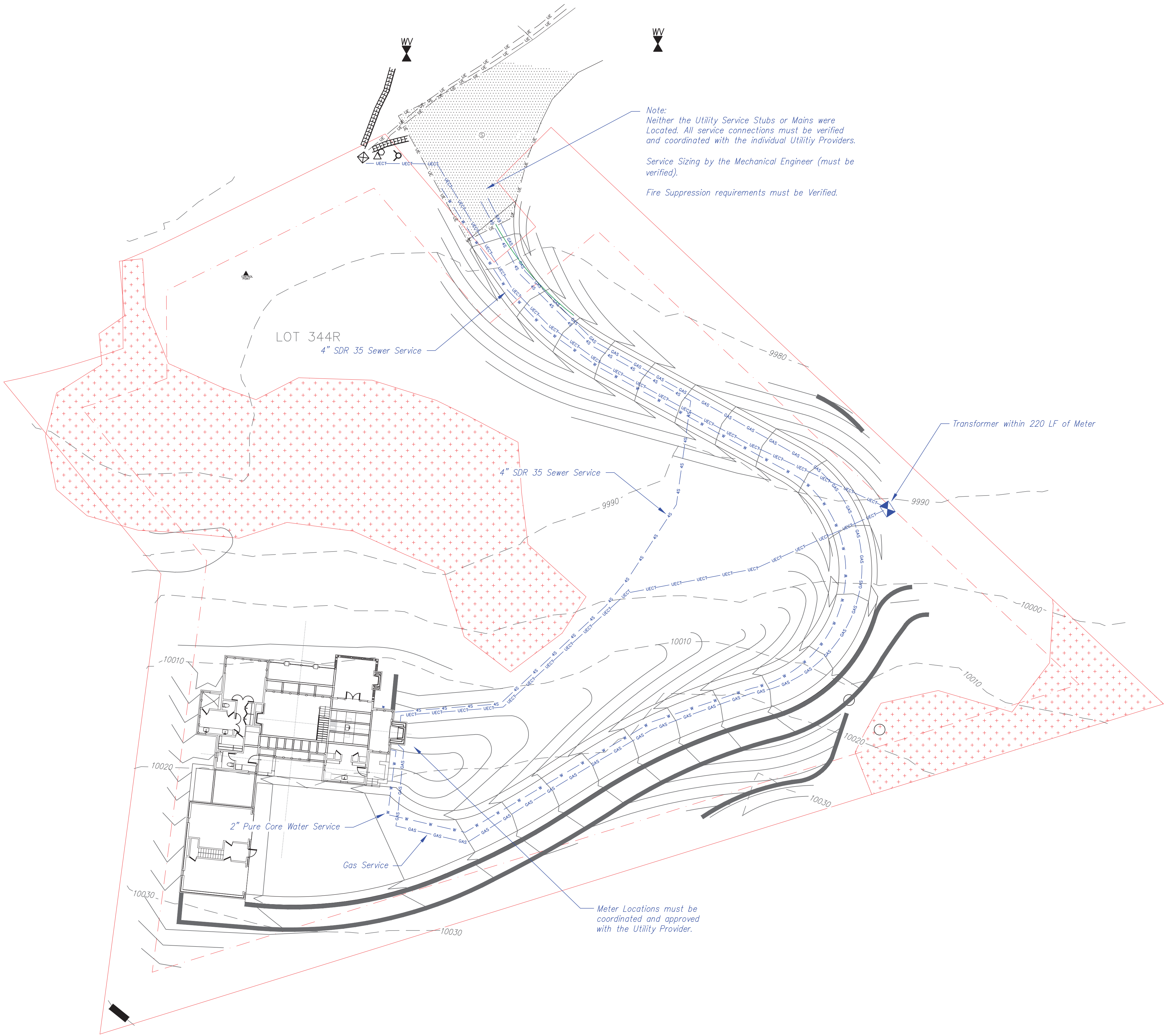
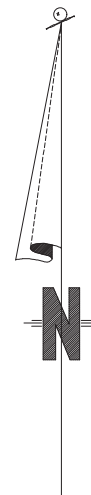
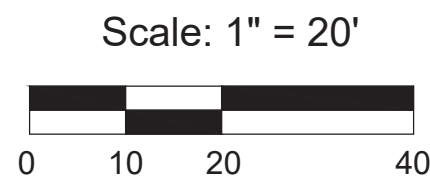
111 Rocky Road
Mtn. Village, CO

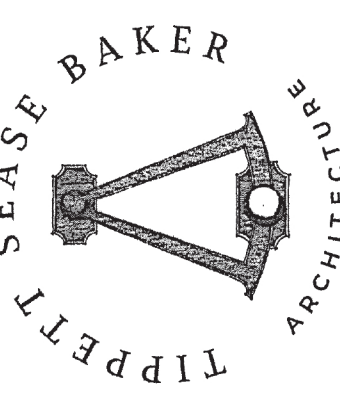


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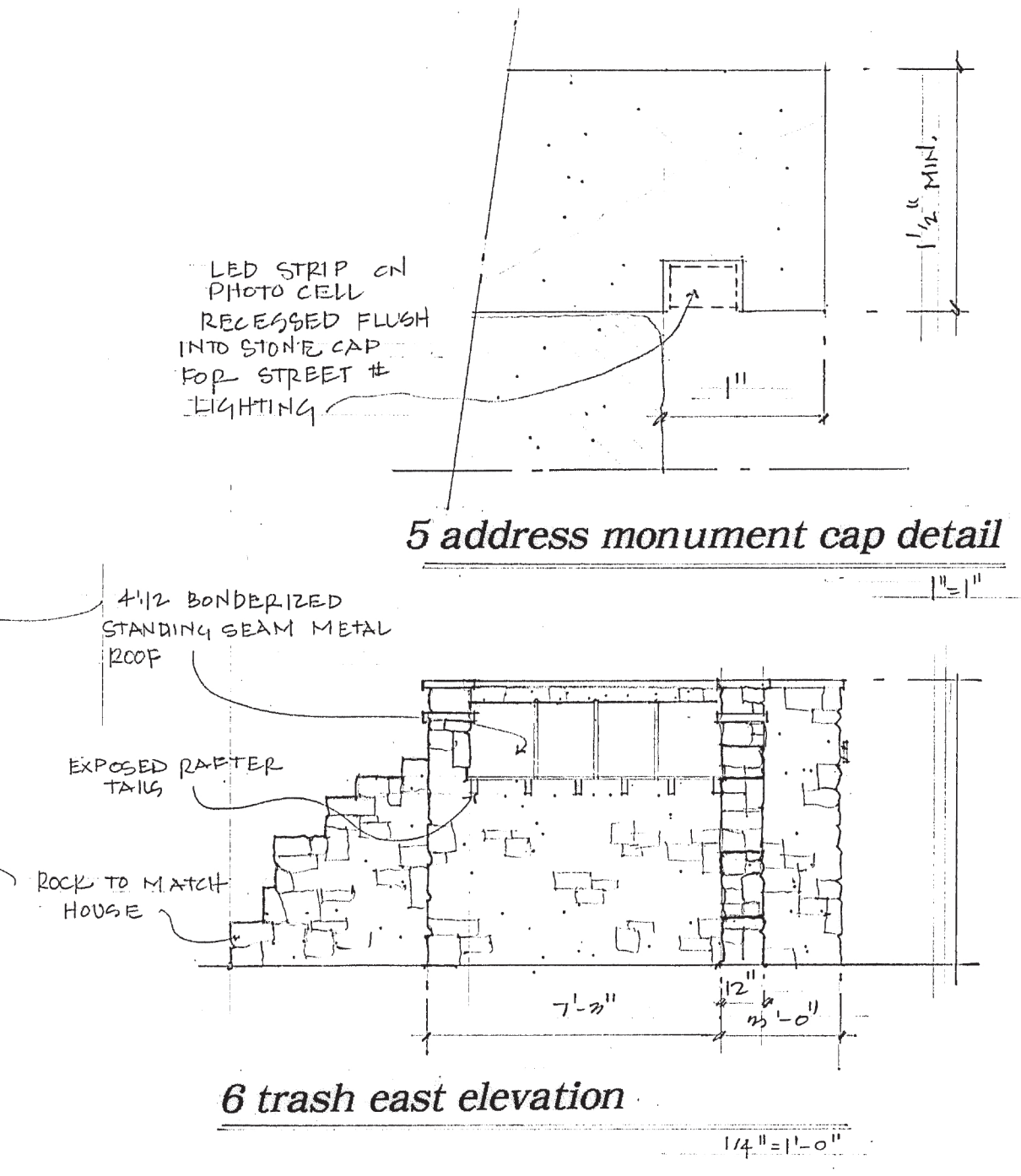
Utilities

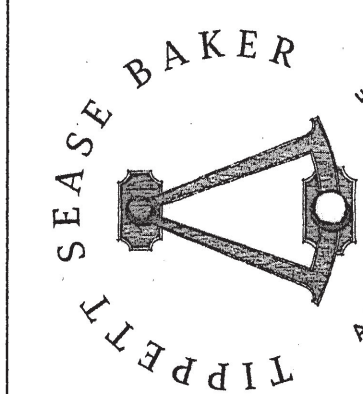
C3





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PROJECT:

a new residence
for
**Melanie &
Parker Duffey**

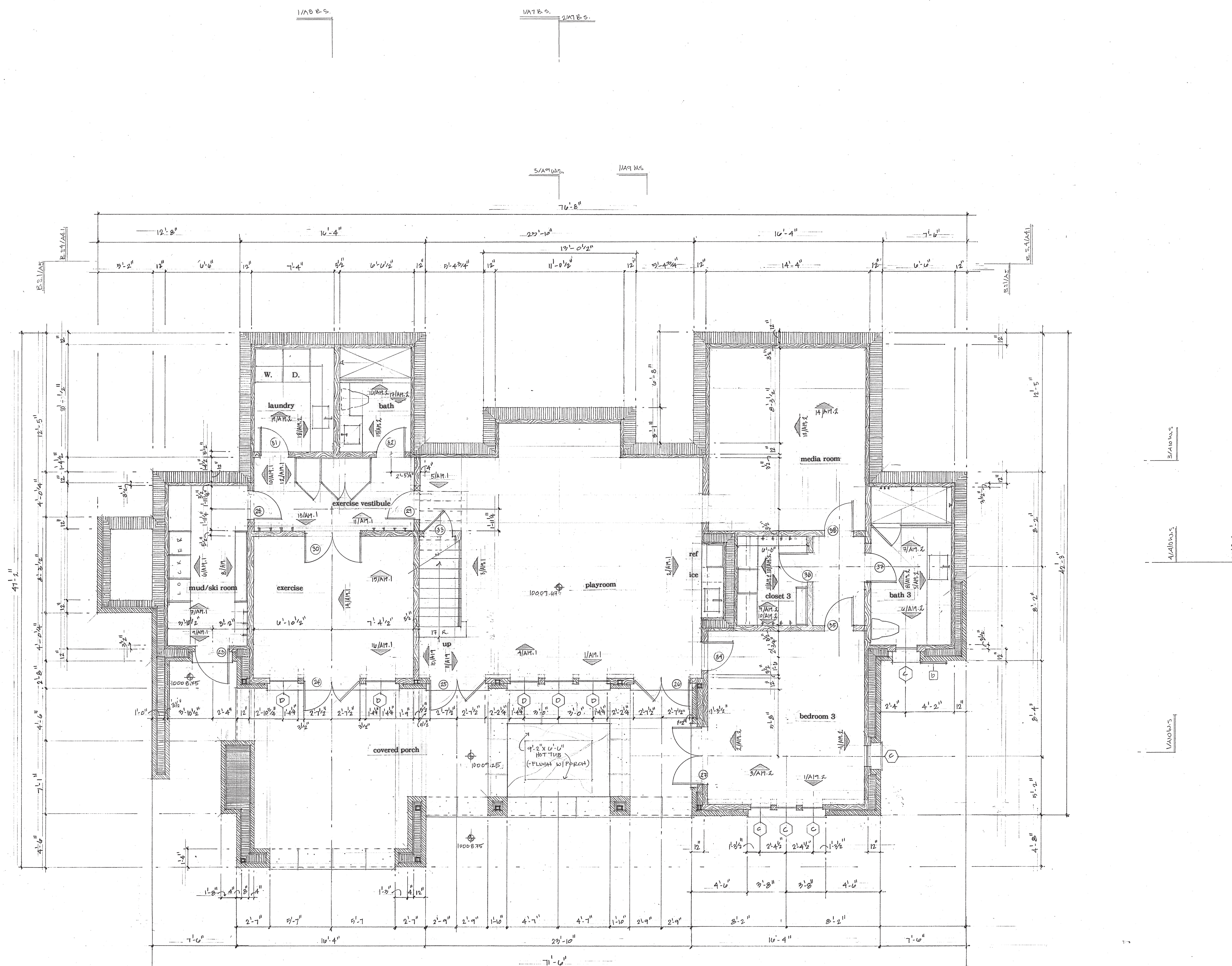
Lot 344R
Mountain Village, CO

DATE: November 3, 2021

TITLE: basement floor plan

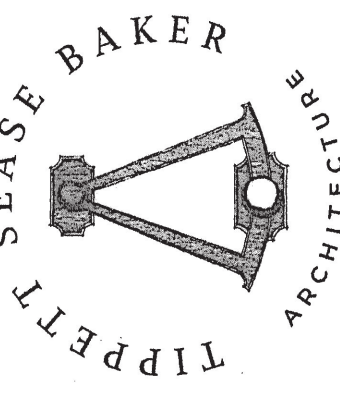
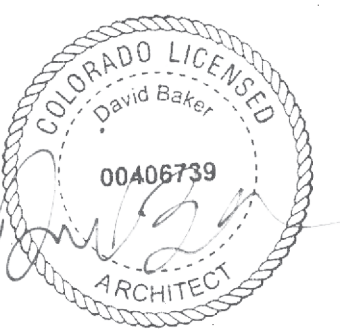
SHEET No:

A1



basement floor plan

1/4"=1'-0"



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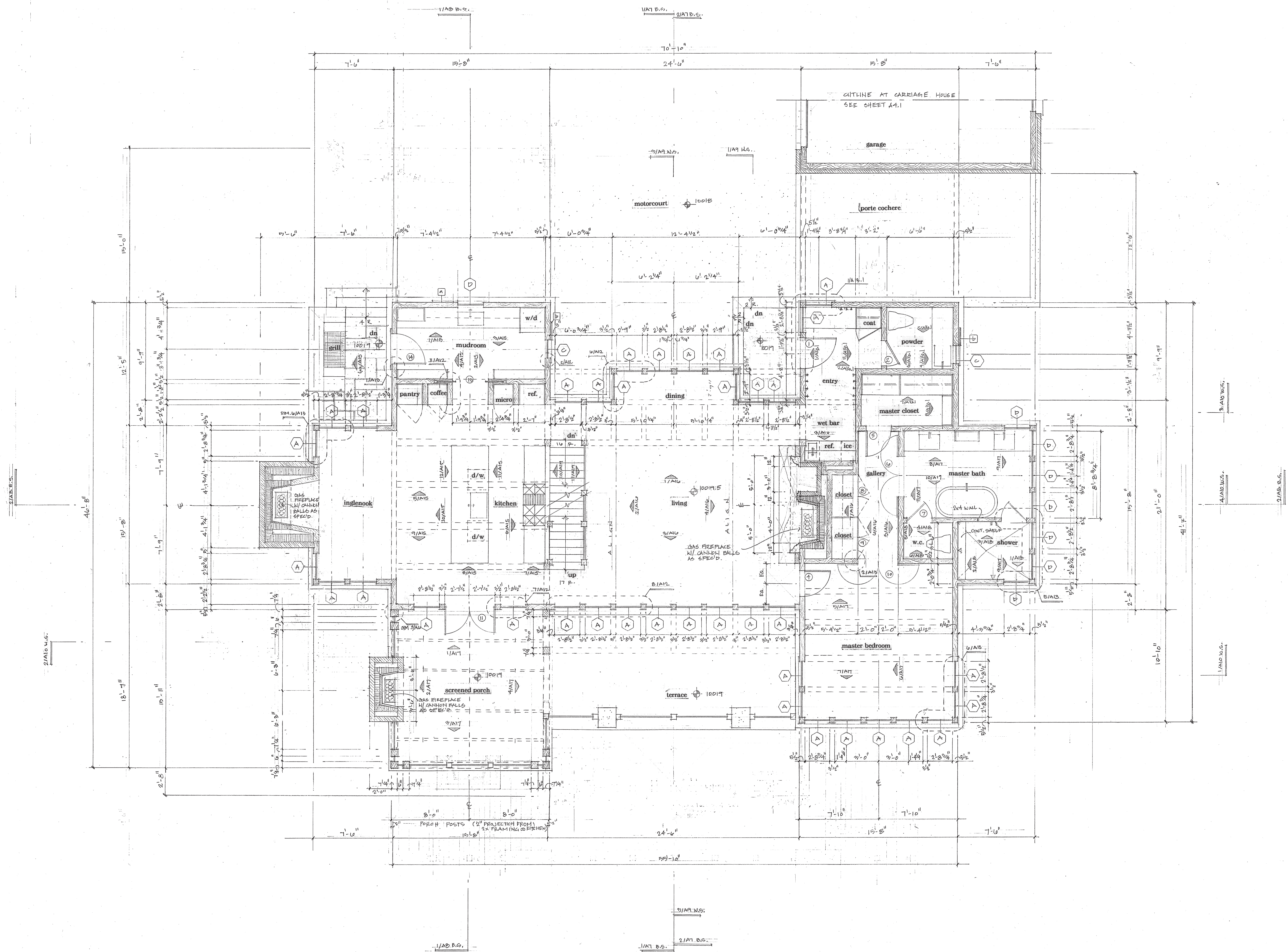
a new residence
for
Melanie &
Parker Duffey

Lot 344R
Mountain Village, CO

DATE: November 3, 2021

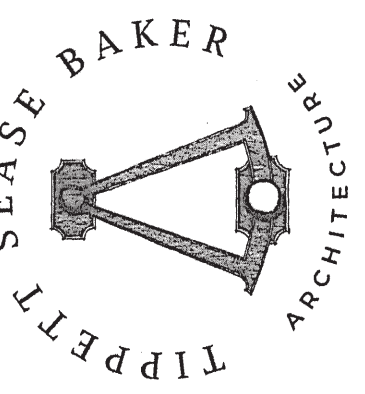
TITLE: first floor plan

SHEET No:
A2



first floor plan

1/4" = 1'-0"



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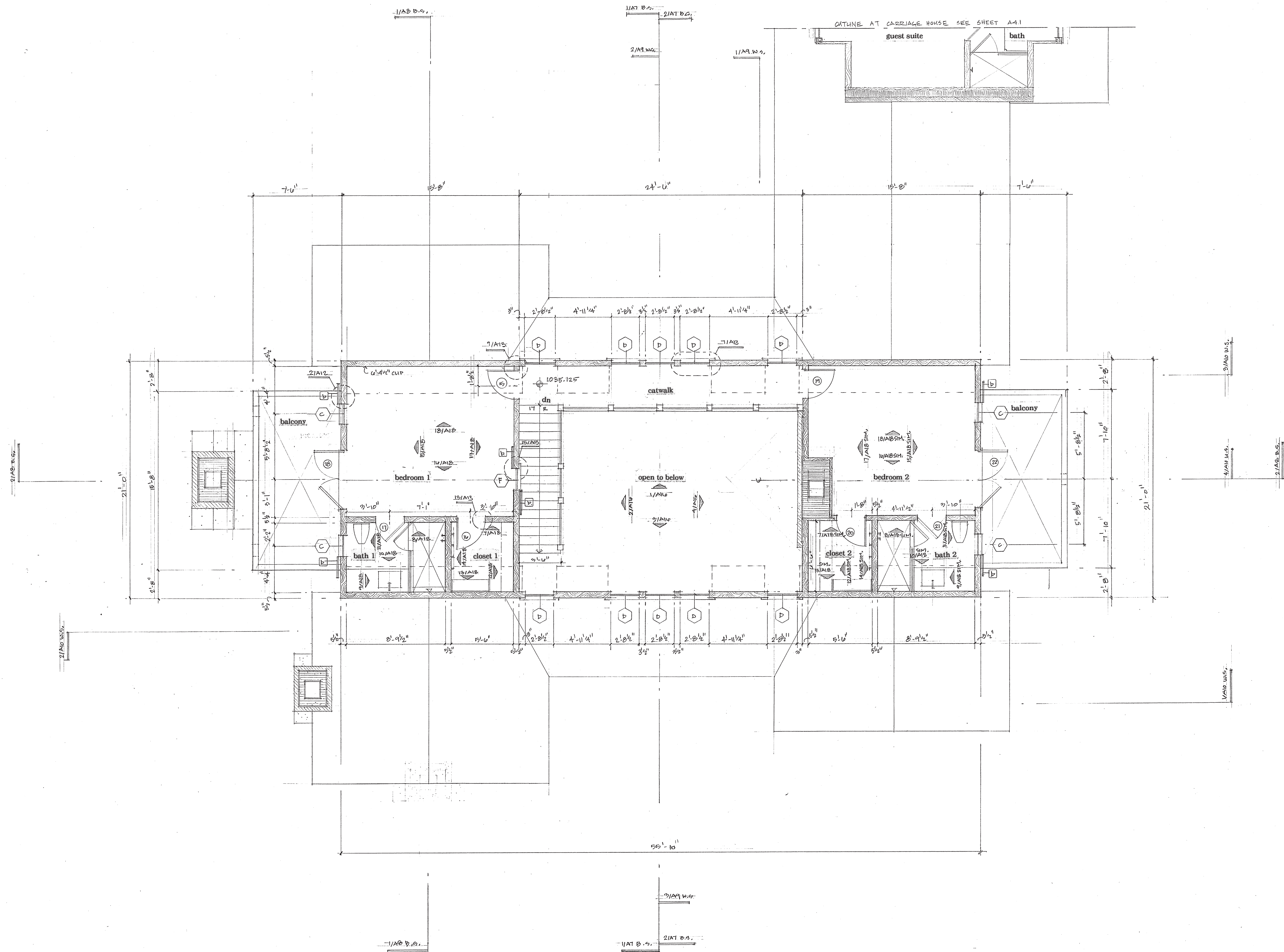
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for
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Parker Duffey**

Lot 344R
Mountain Village, CO

DATE: November 3, 2021

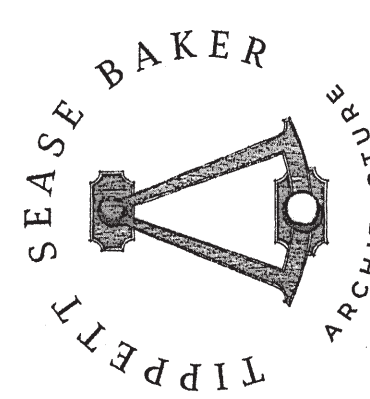
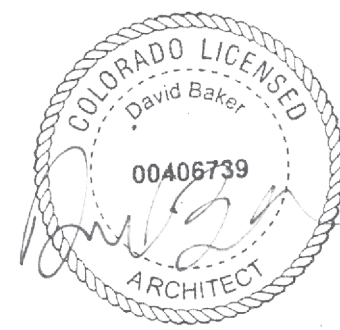
TITLE:
second floor plan

SHEET No:
A3



second floor plan

1/4"=1'-0"



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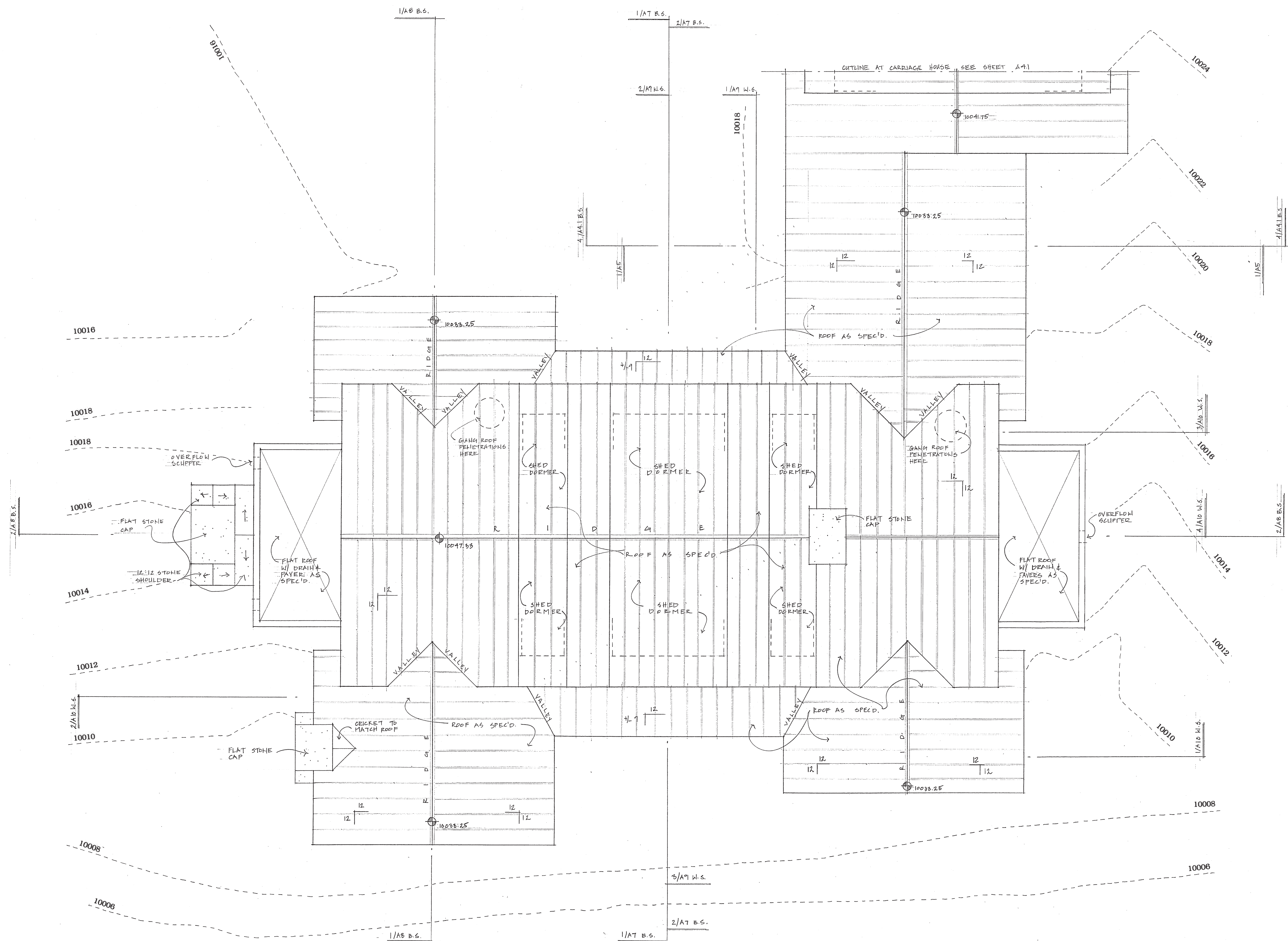
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Mountain Village, CO

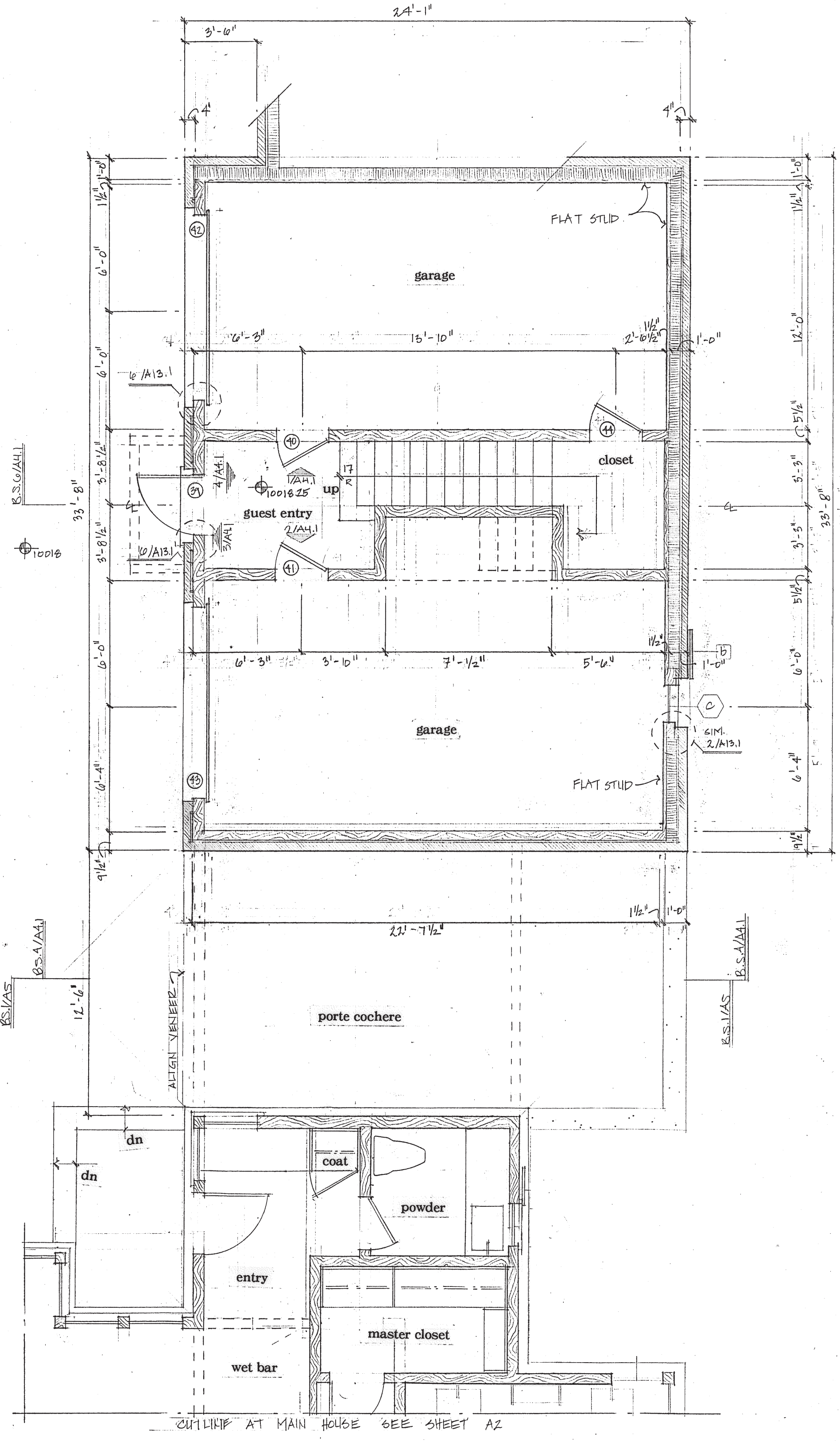
DATE: November 3, 2021

TITLE: roof plan

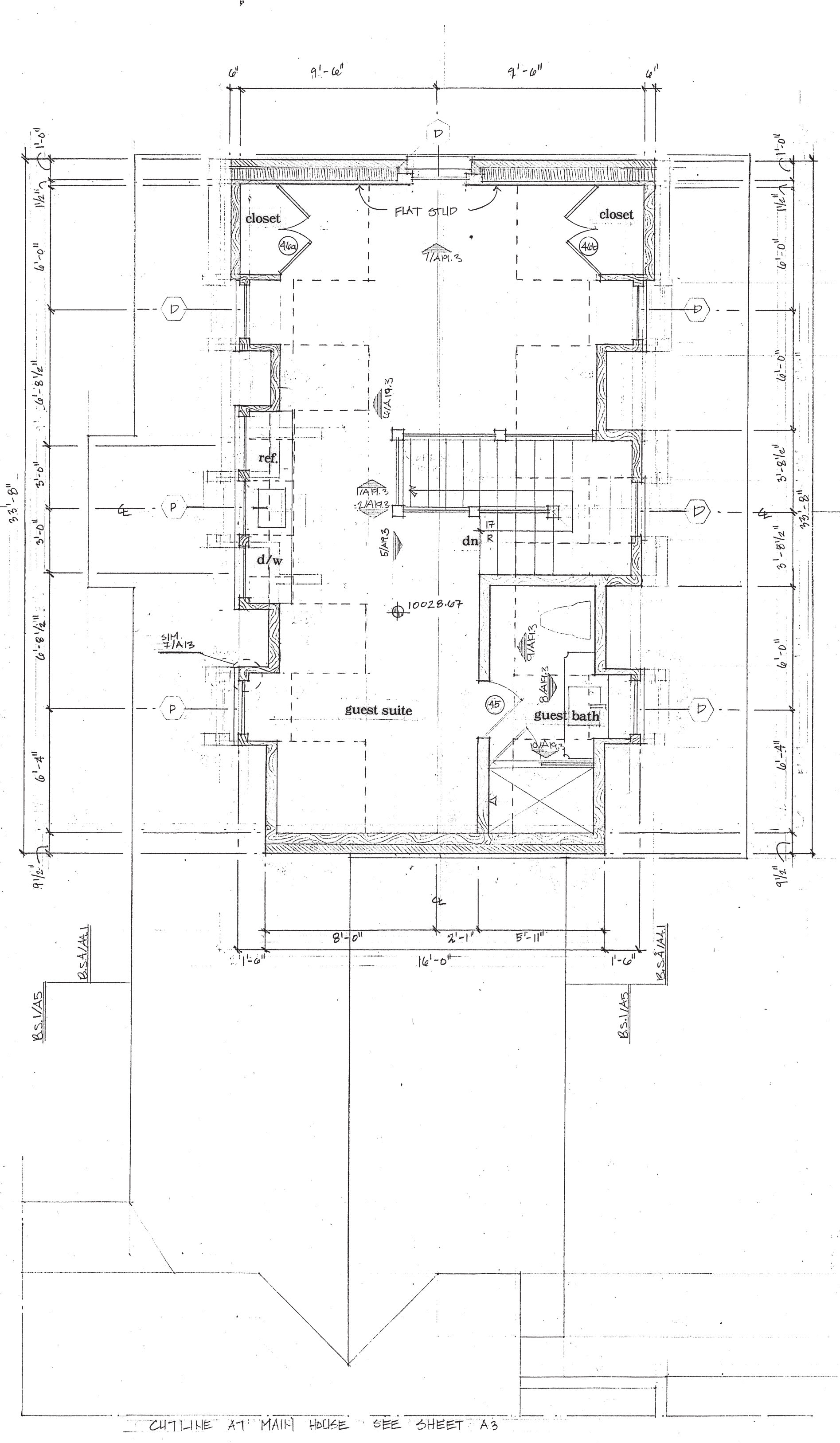
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A4

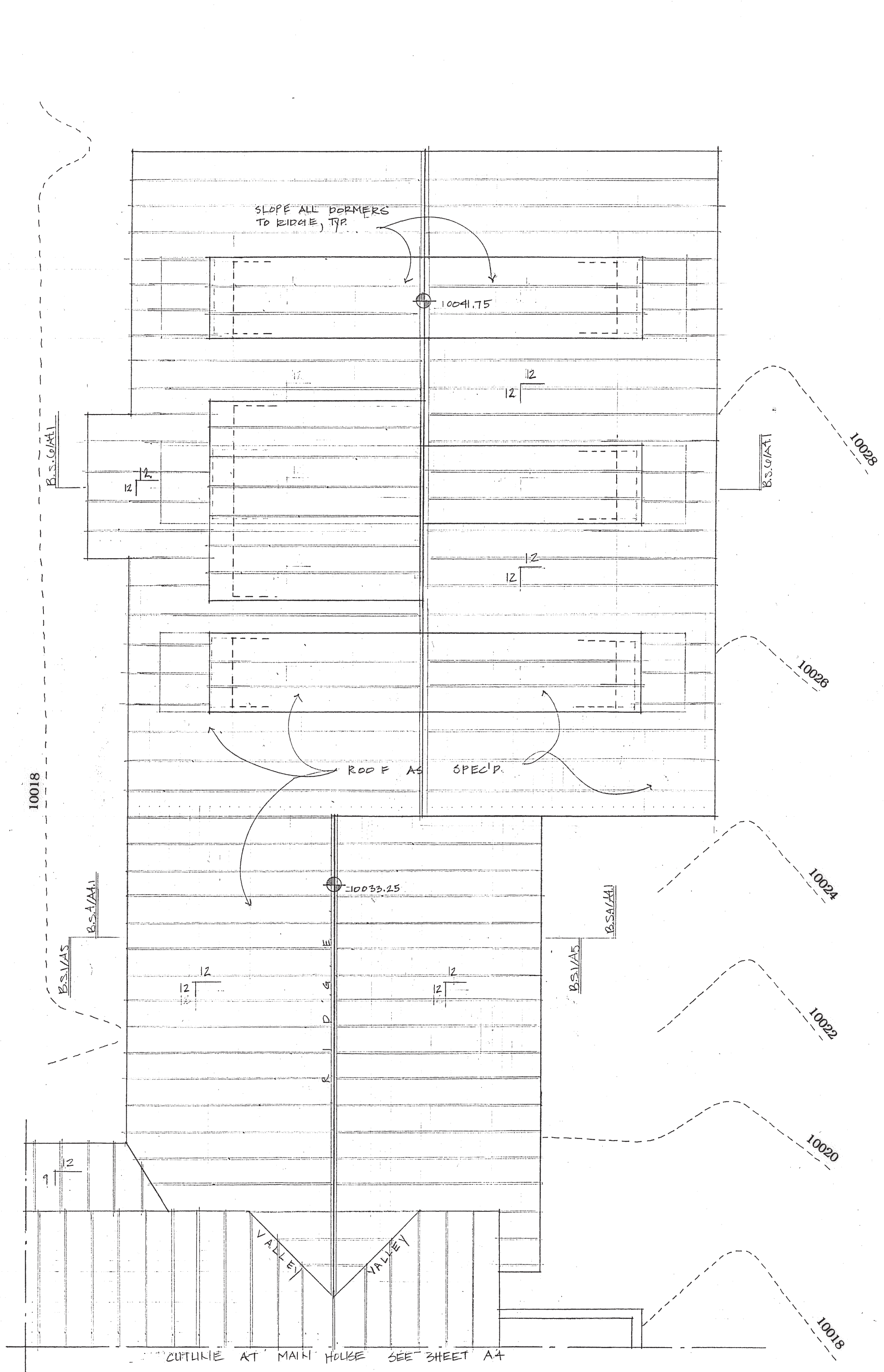




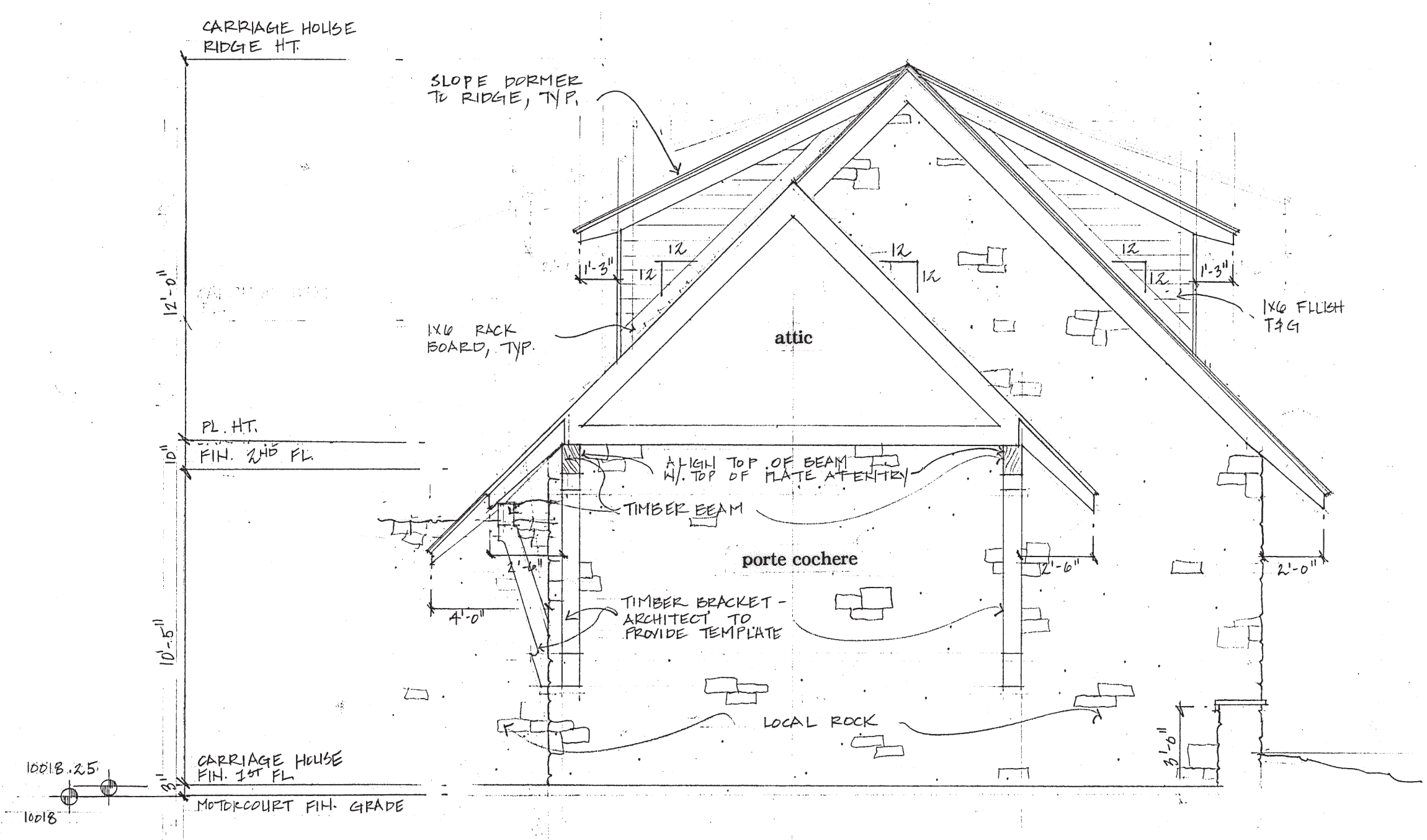
carriage house first floor plan



carriage house second floor plan

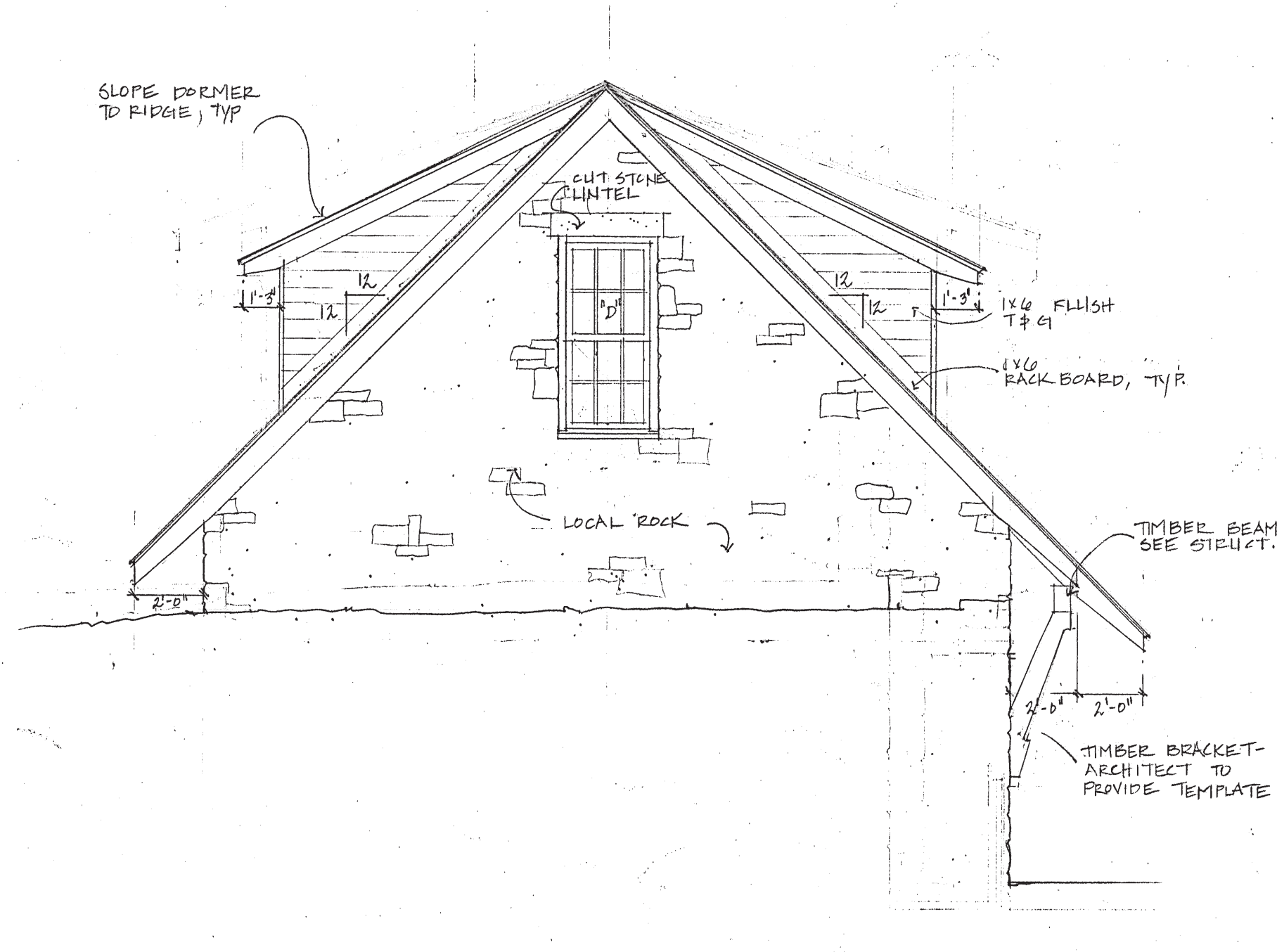


carriage house roof plan



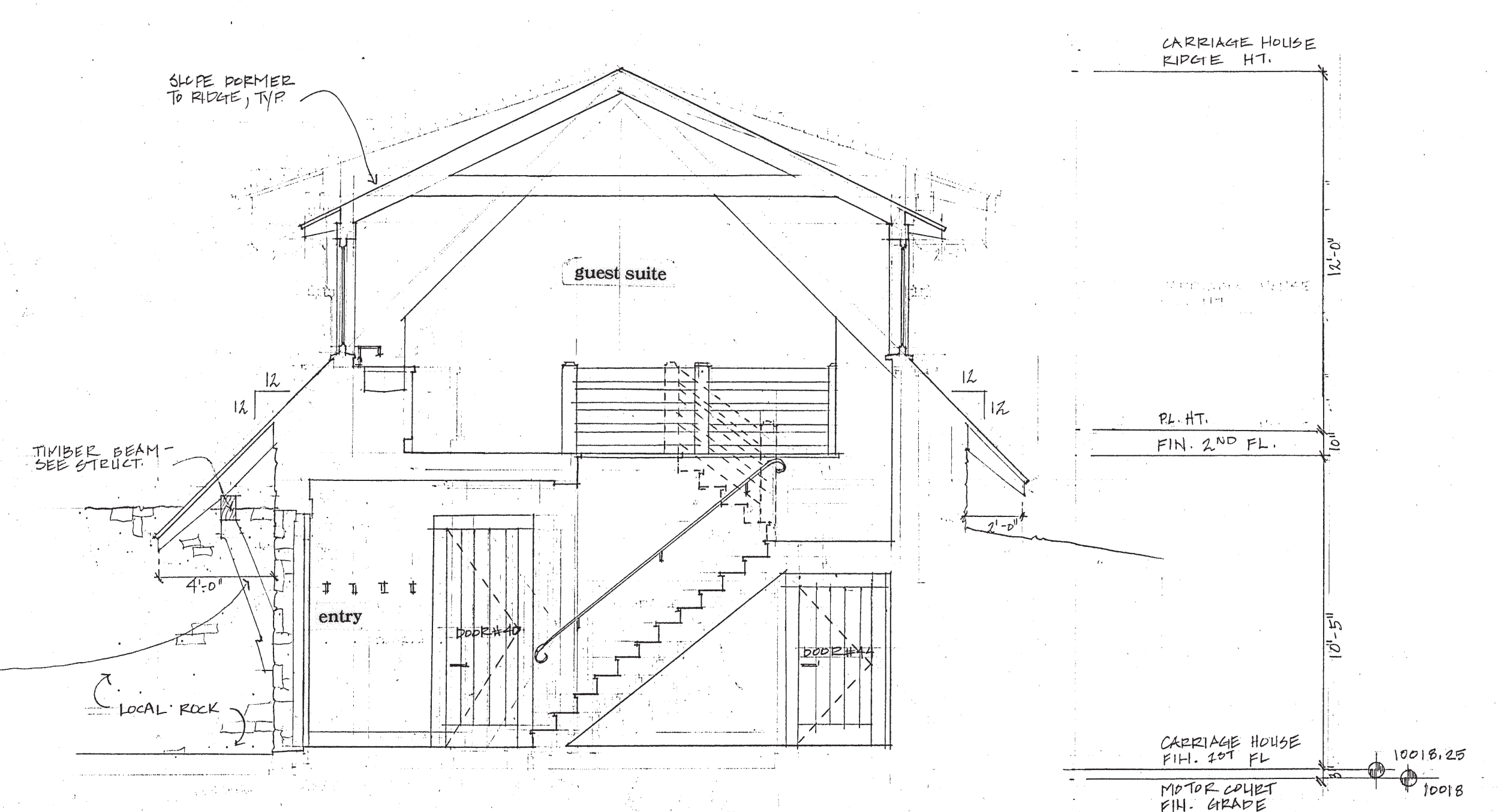
4 building section

GLAZING PERCENTAGE: 0%
STONE PERCENTAGE: 100%



5 carriage house elevation

GLAZING PERCENTAGE: 4%
STONE PERCENTAGE: 94%



6 building section

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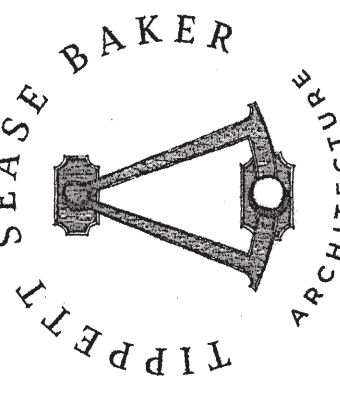
a new residence
for
Melanie & Parker Duffey

Lot 344R
Mountain Village, CO

DATE: November 3, 2021

TITLE: carriage house
floor plans, roof plan,
elevations, & building section

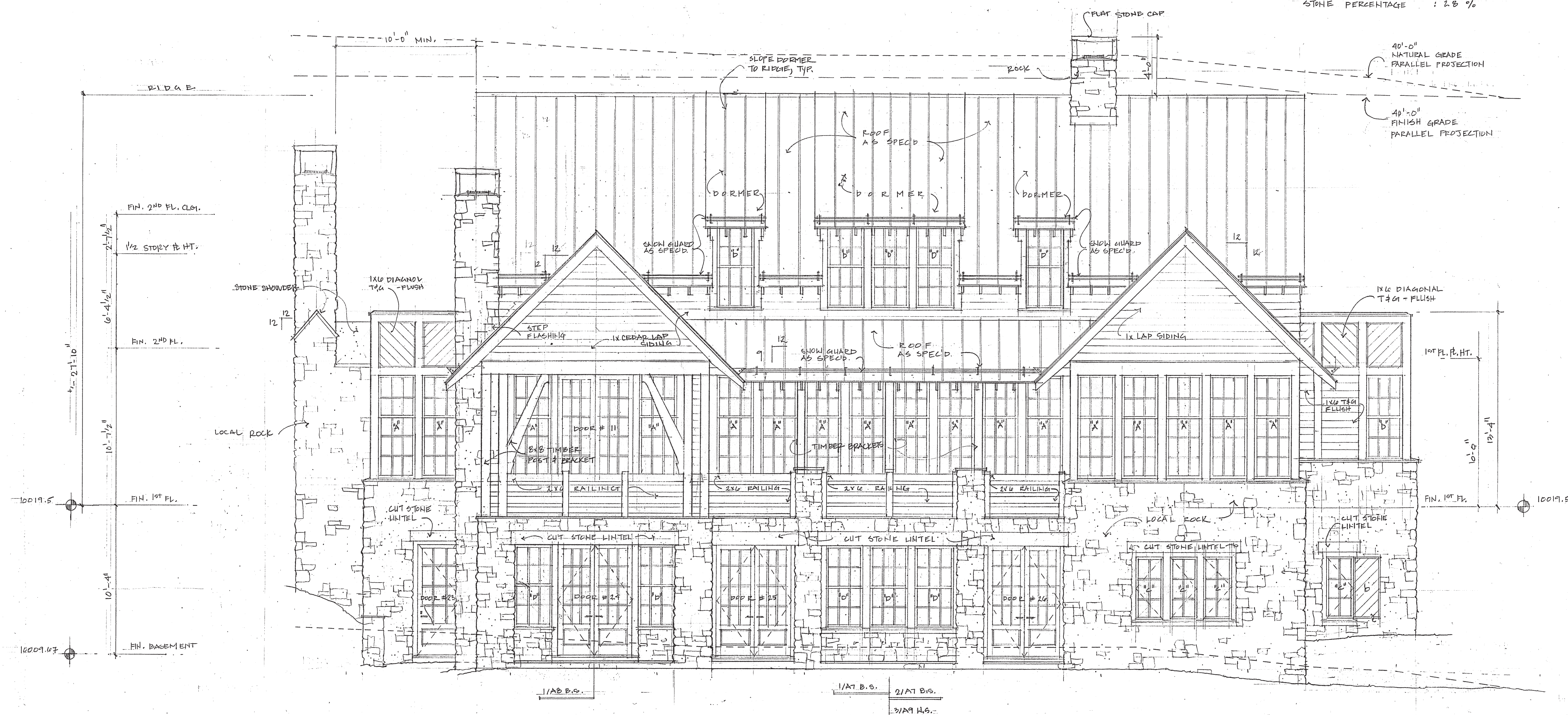
SHEET NO:
A4.1



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AVERAGE BUILDING HEIGHT: 22'-5"
GLAZING PERCENTAGE: 25 %
STONE PERCENTAGE: 28 %



2.north elevation

AVERAGE BUILDING HEIGHT : 30' - 3"

GLAZING PERCENTAGE : 3.5 %

STONE PERCENTAGE : 24 %

building height

MAX BUILDING HEIGHT	40'-0"
MAX AVERAGE BUILDING HEIGHT	30'-0"
AVERAGE HEIGHT 1/A5	22'-5"
AVERAGE HEIGHT 2/A5	30'-5"
AVERAGE HEIGHT 1/A6	20'-0 3/4"
AVERAGE HEIGHT 2/A6	18'-7 1/4"
AVERAGE BUILDING HEIGHT	24'-0"

building design percentages

TOTAL GLAZING PERCENTAGE	20%
TOTAL STONE PERCENTAGE	15%

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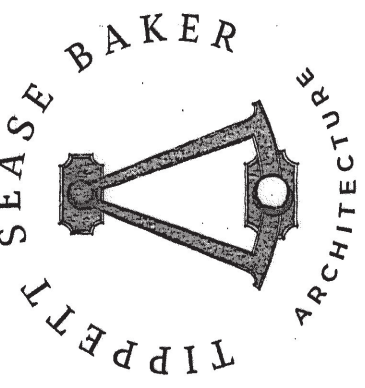
a new residence
for
**Melanie &
Parker Duffey**

Lot 344R
Mountain Village, CO

DATE: November 3, 2021

TITLE:
exterior elevation

SHEET No:
A5



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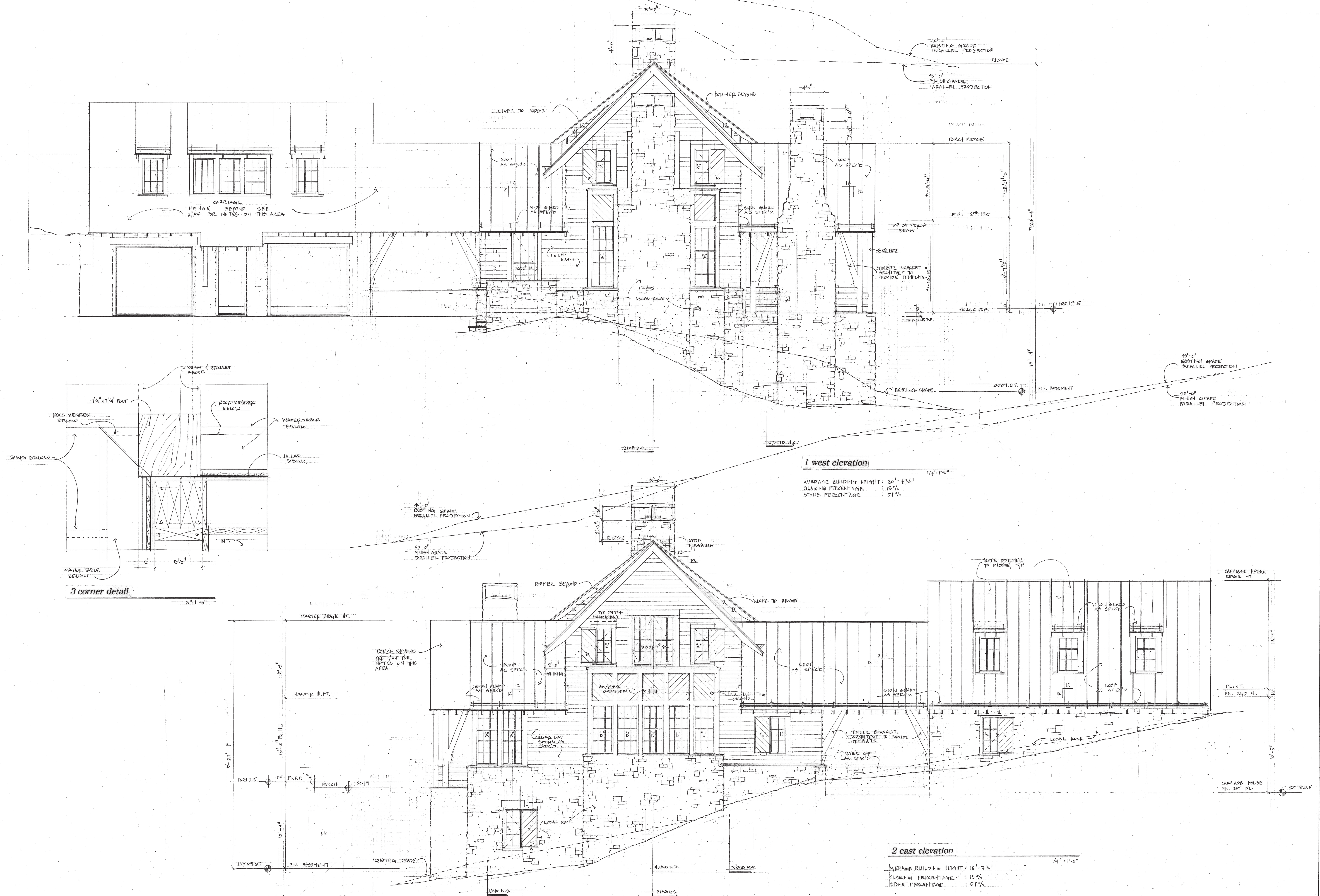
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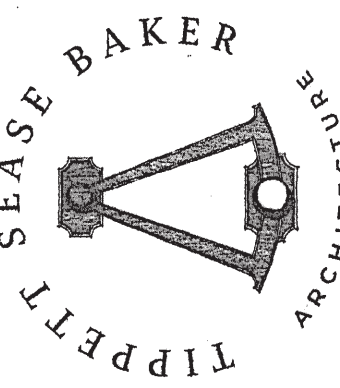
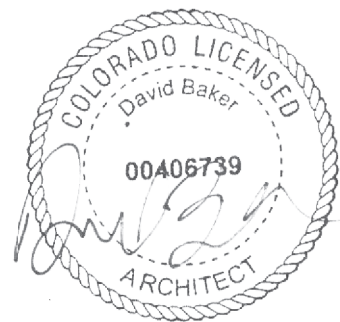
Lot 344R
Mountain Village, CO

DATE: November 3, 2021

TITLE:
exterior elevation

SHEET No: A6





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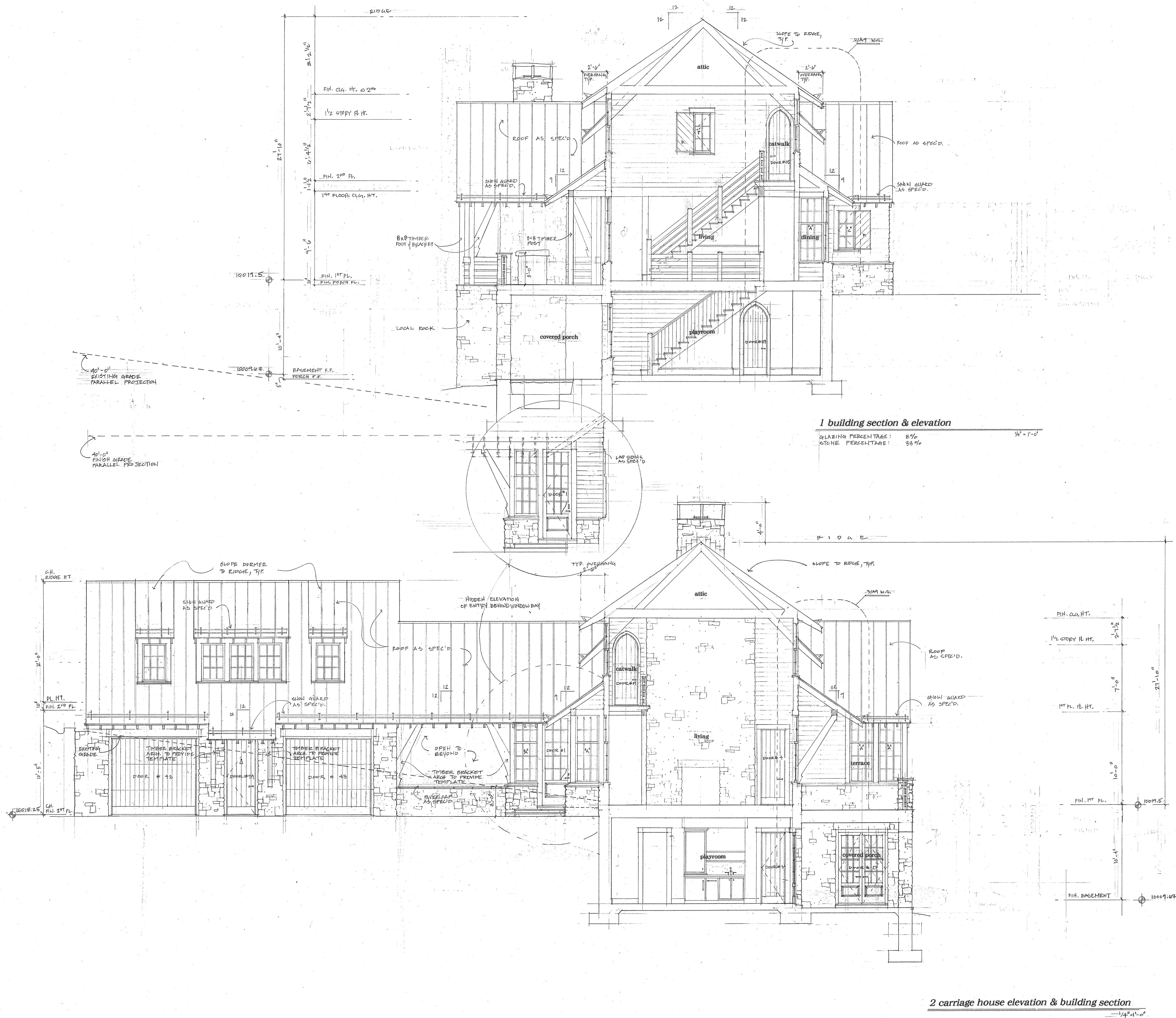
a new residence
for
**Melanie &
Parker Duffey**

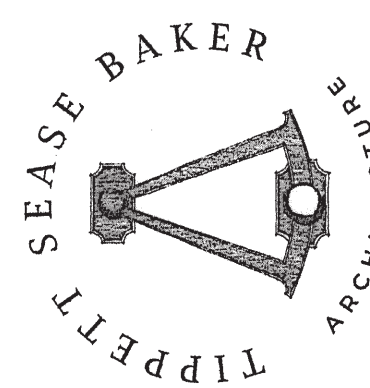
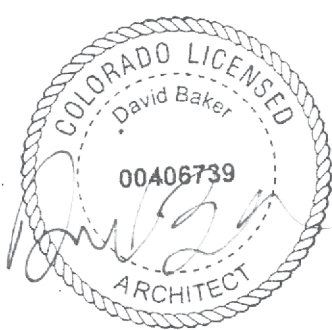
Lot 344R
Mountain Village, CO

DATE: November 3, 2021

TITLE:
elevation and building section

SHEET No:
A7





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PROJECT:

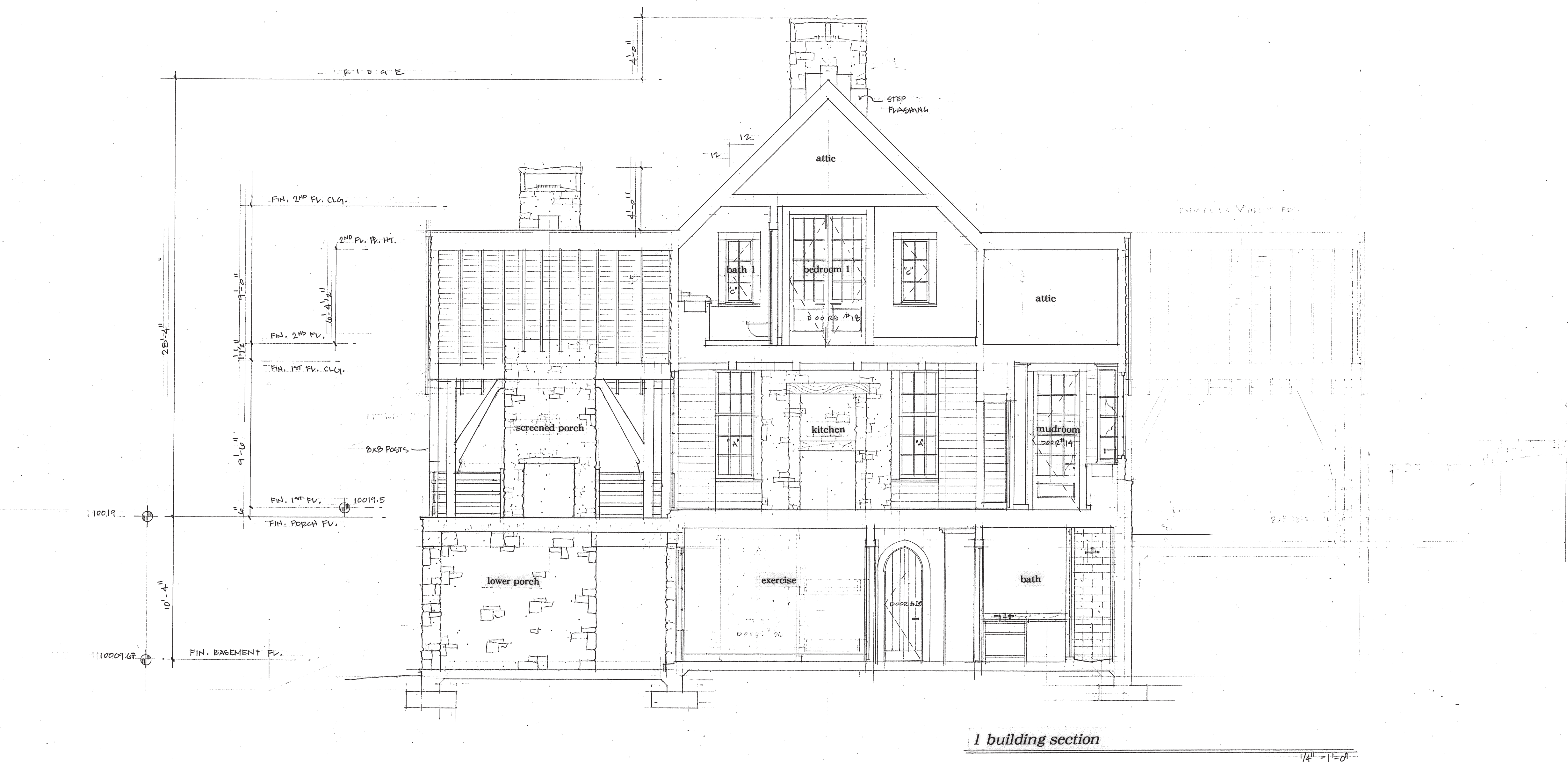
a new residence
for
Melanie &
Parker Duffey

Lot 344R
Mountain Village, CO

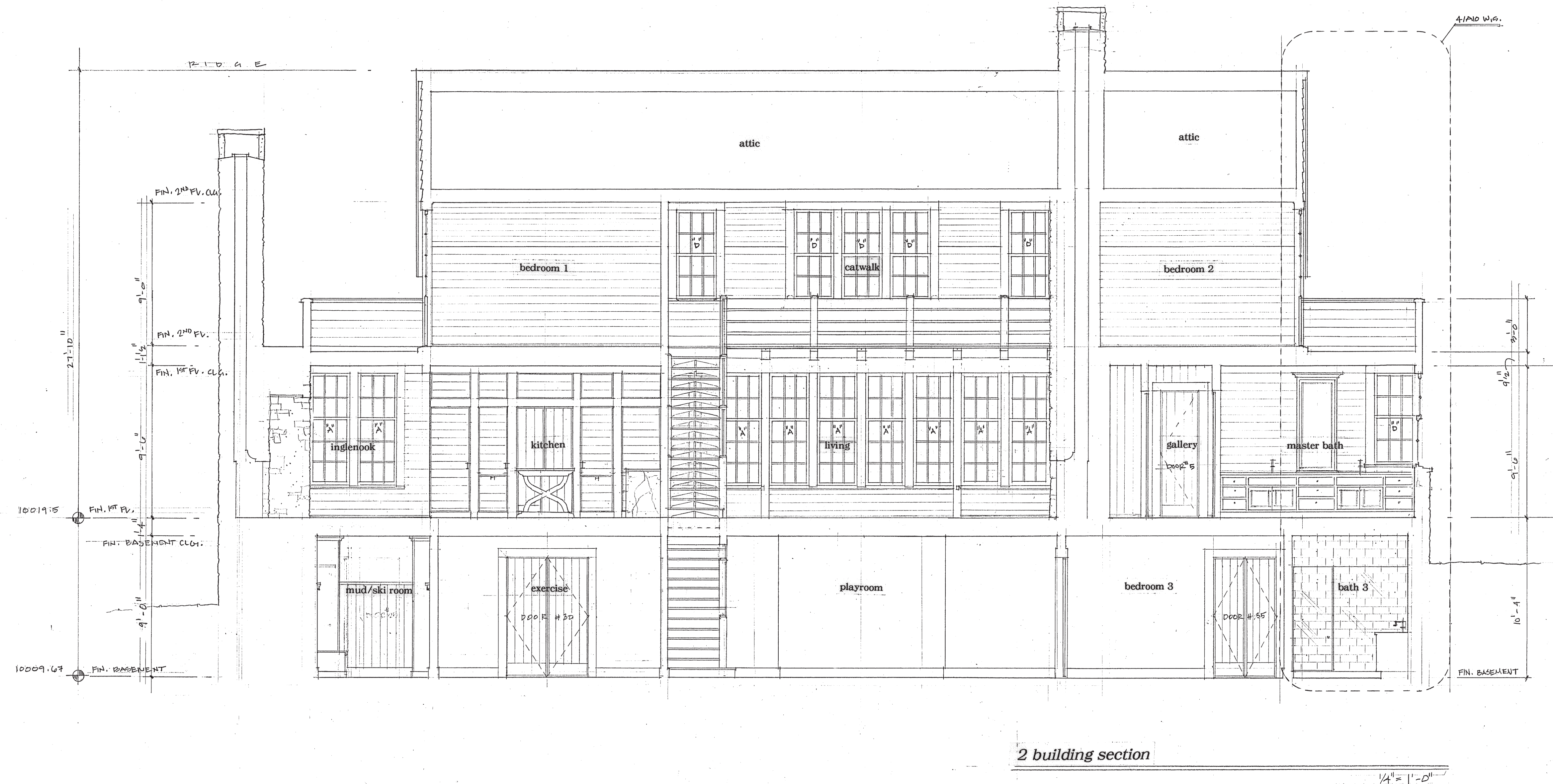
DATE: November 3, 2021

TITLE:
building sections

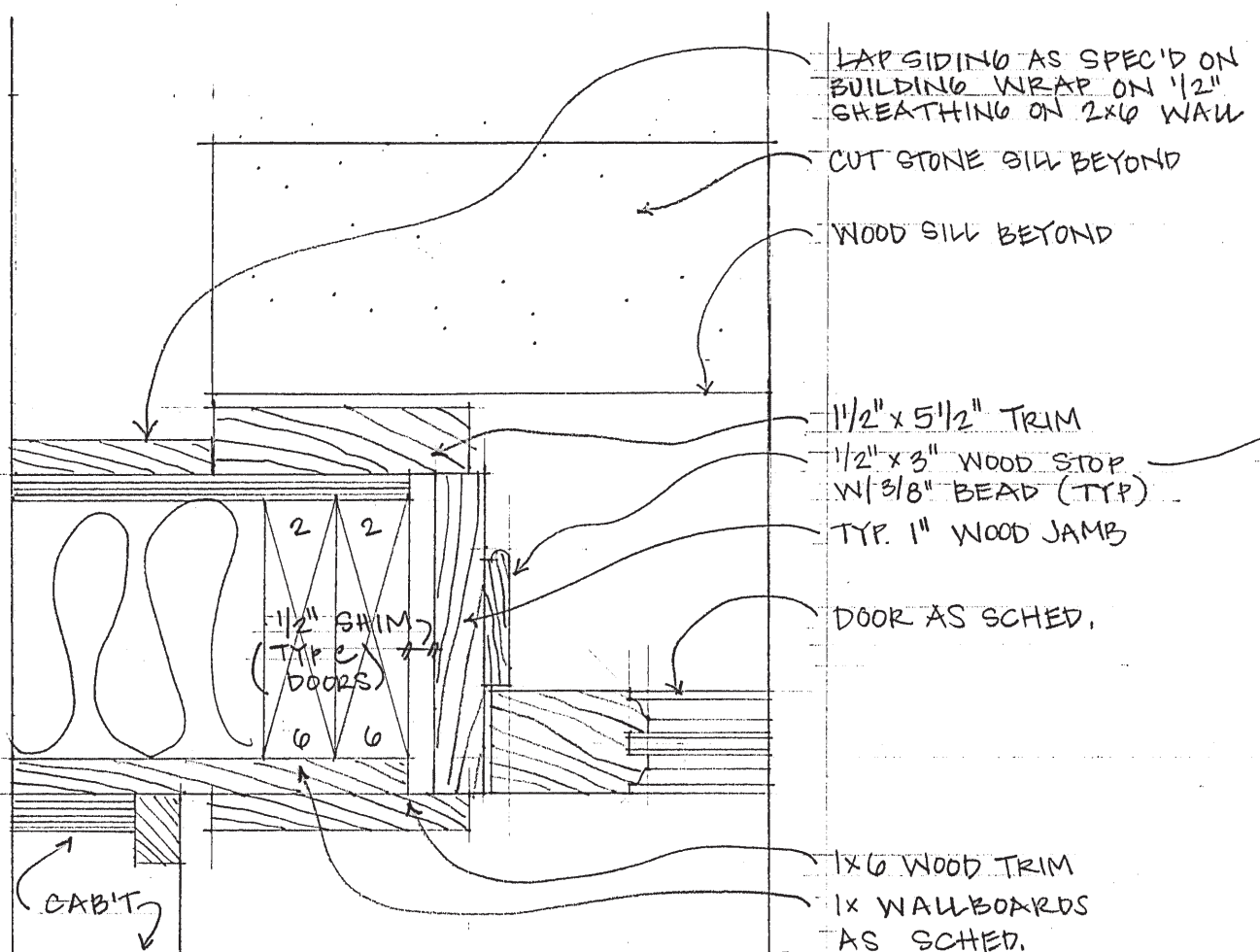
SHEET No:
A8



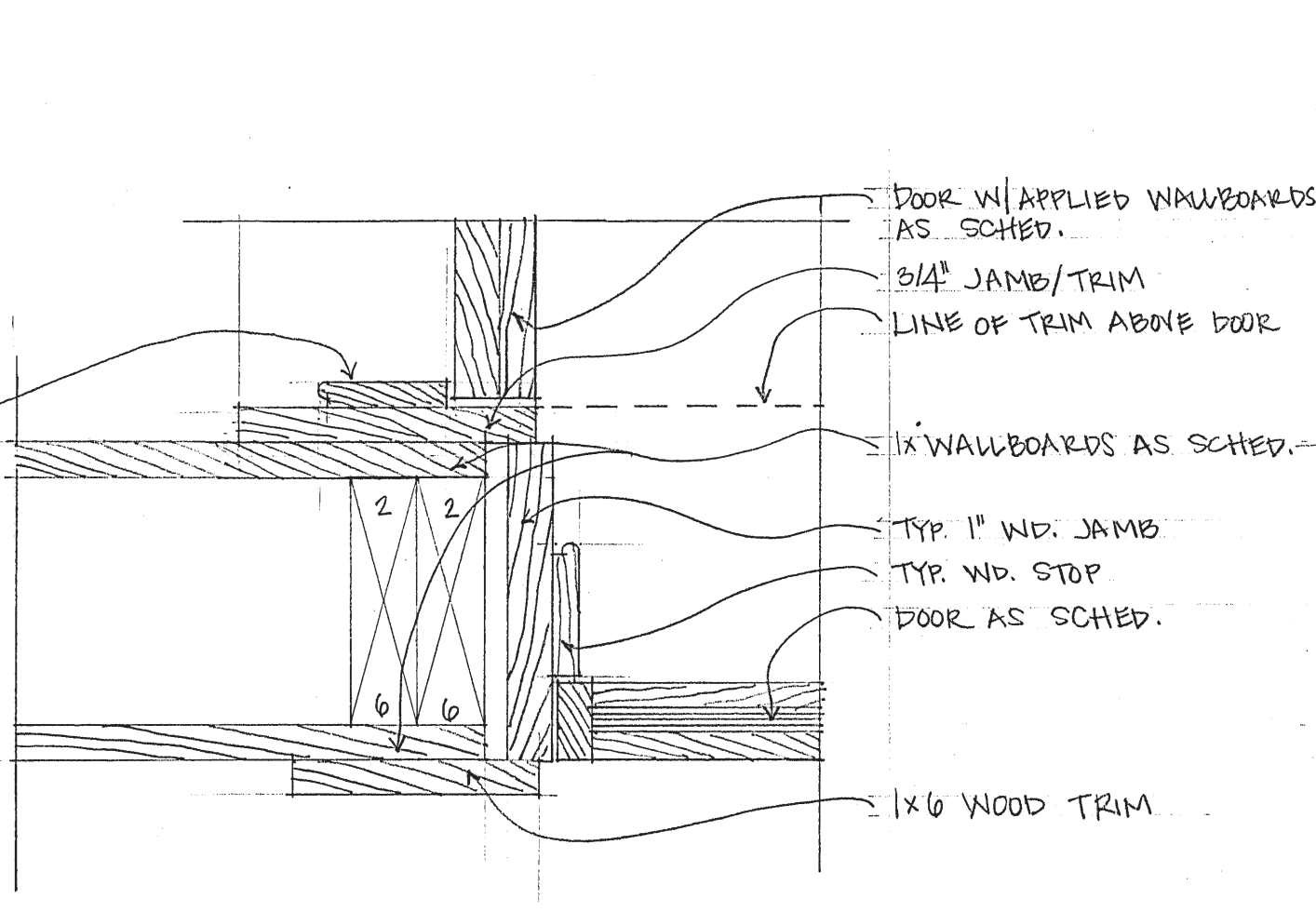
1 building section



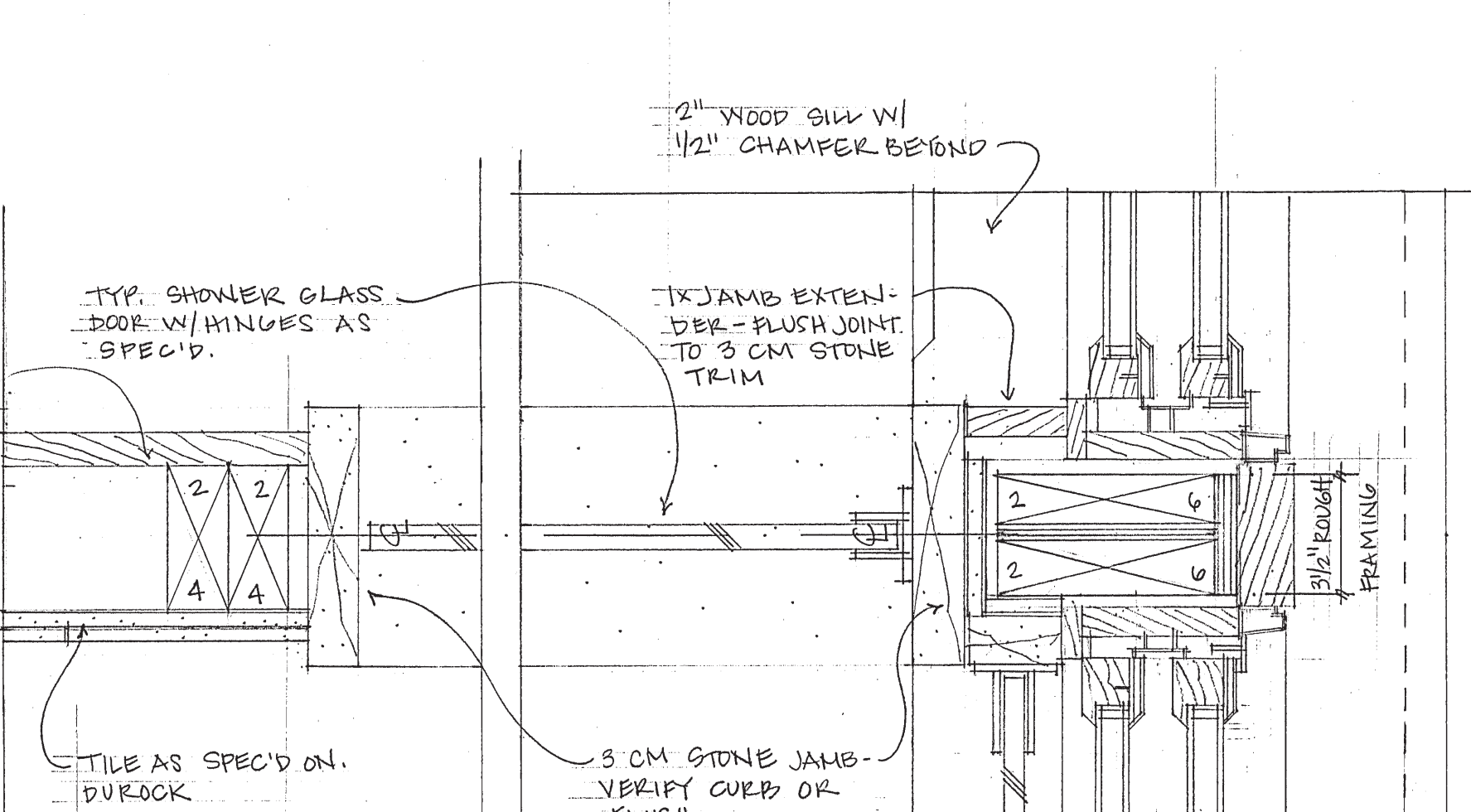
2 building section



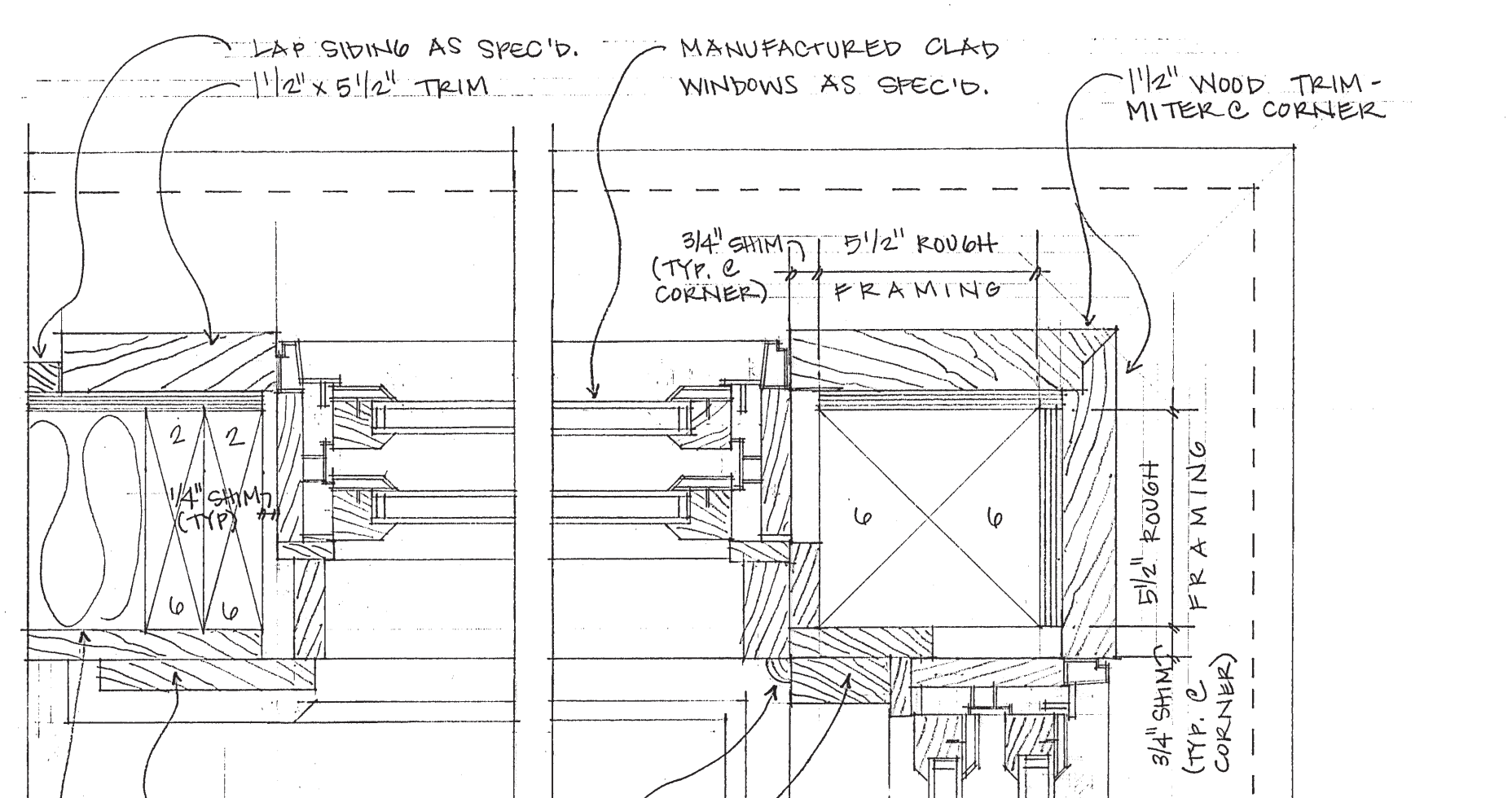
1 jamb at mudroom



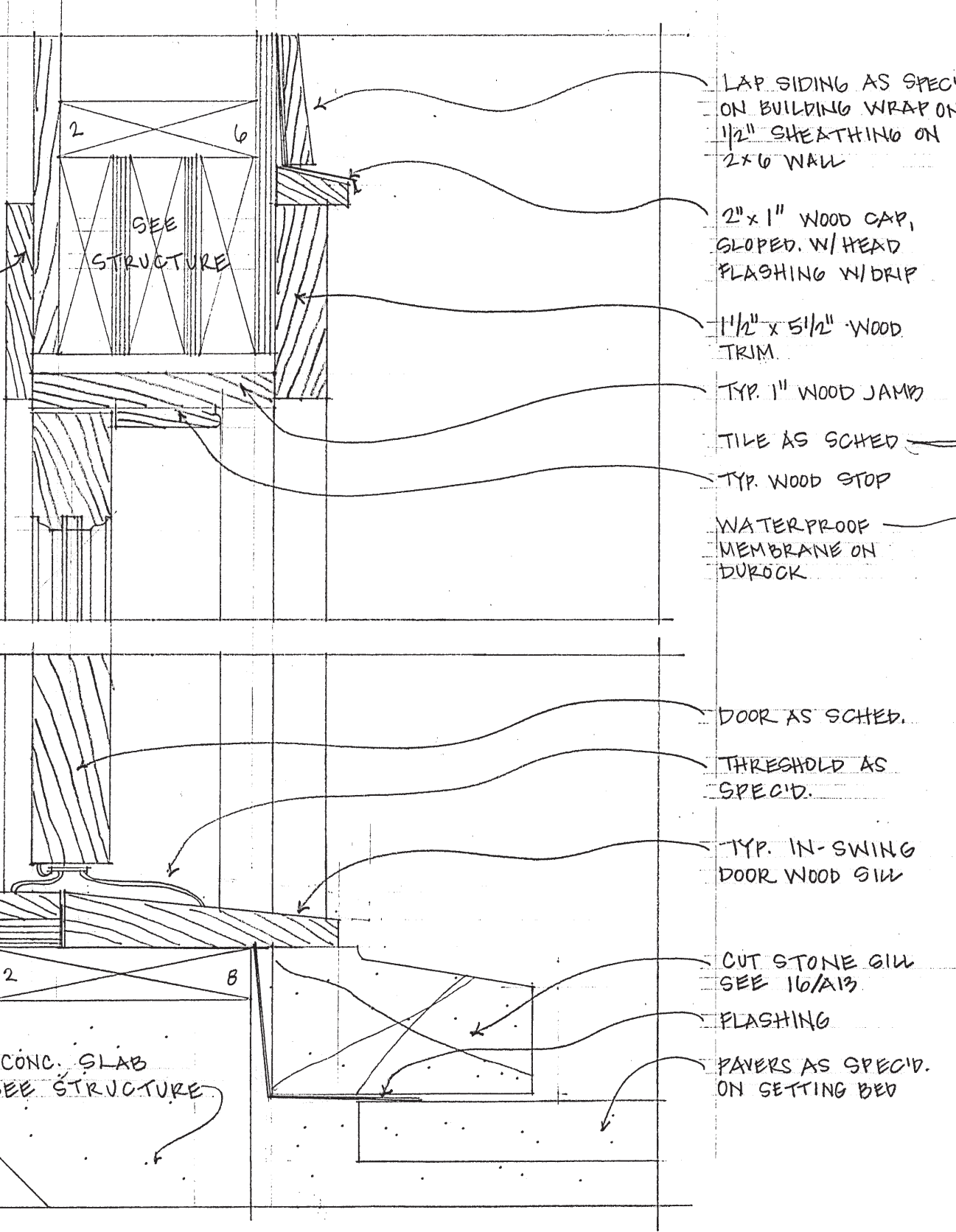
2 jamb at master bedroom/closet



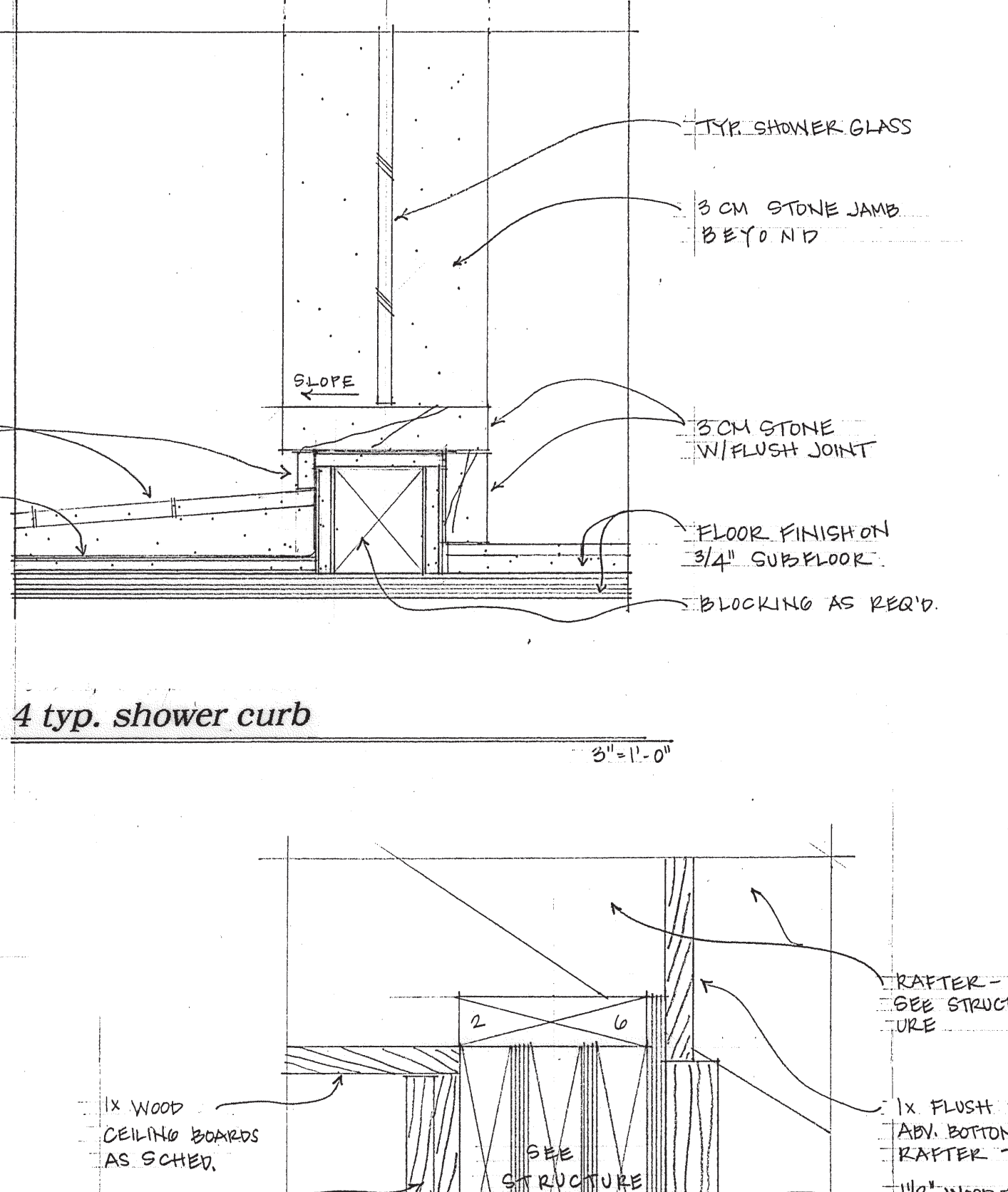
3 jamb at master bedroom/closet



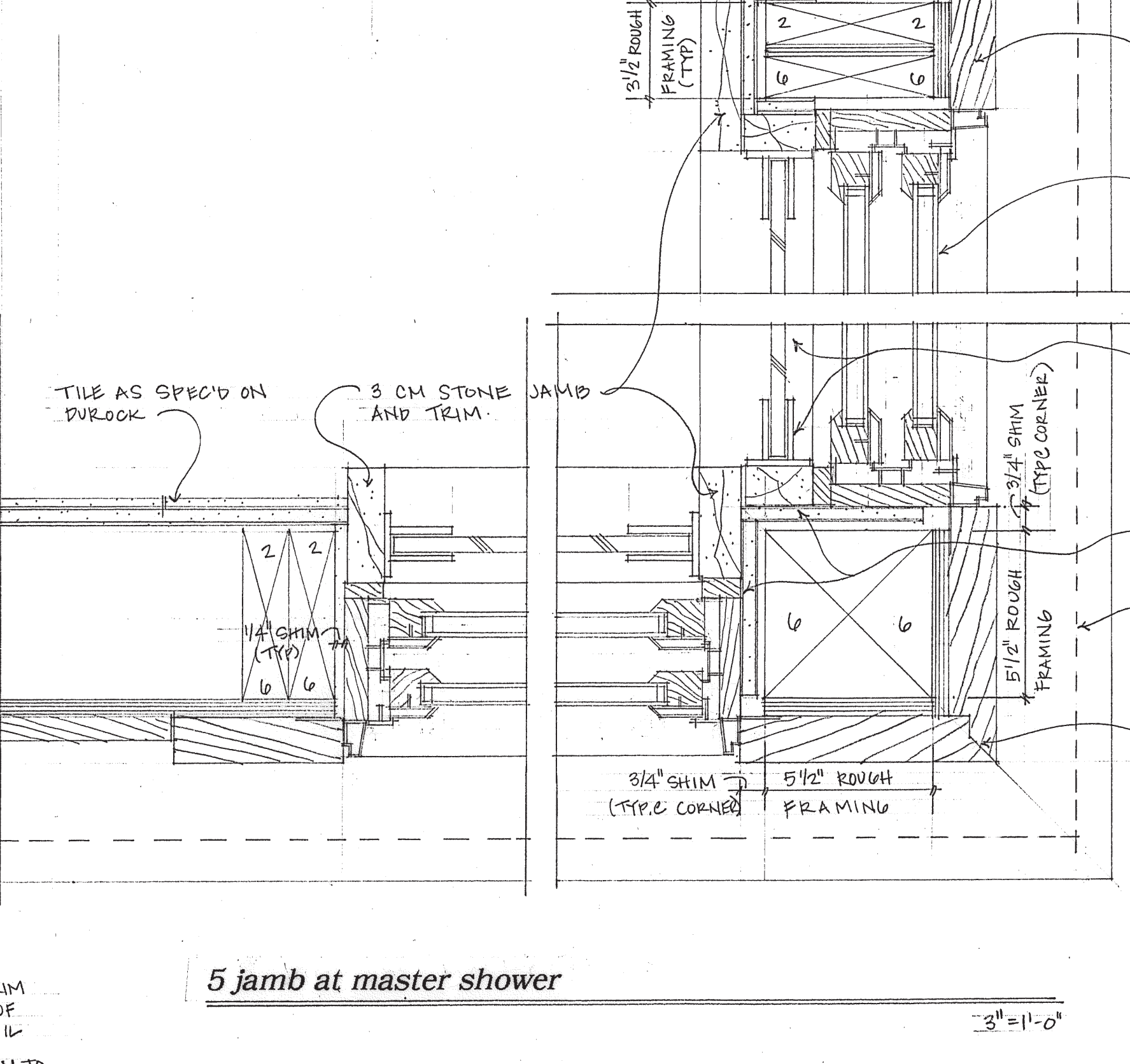
4 jamb at master bedroom/closet



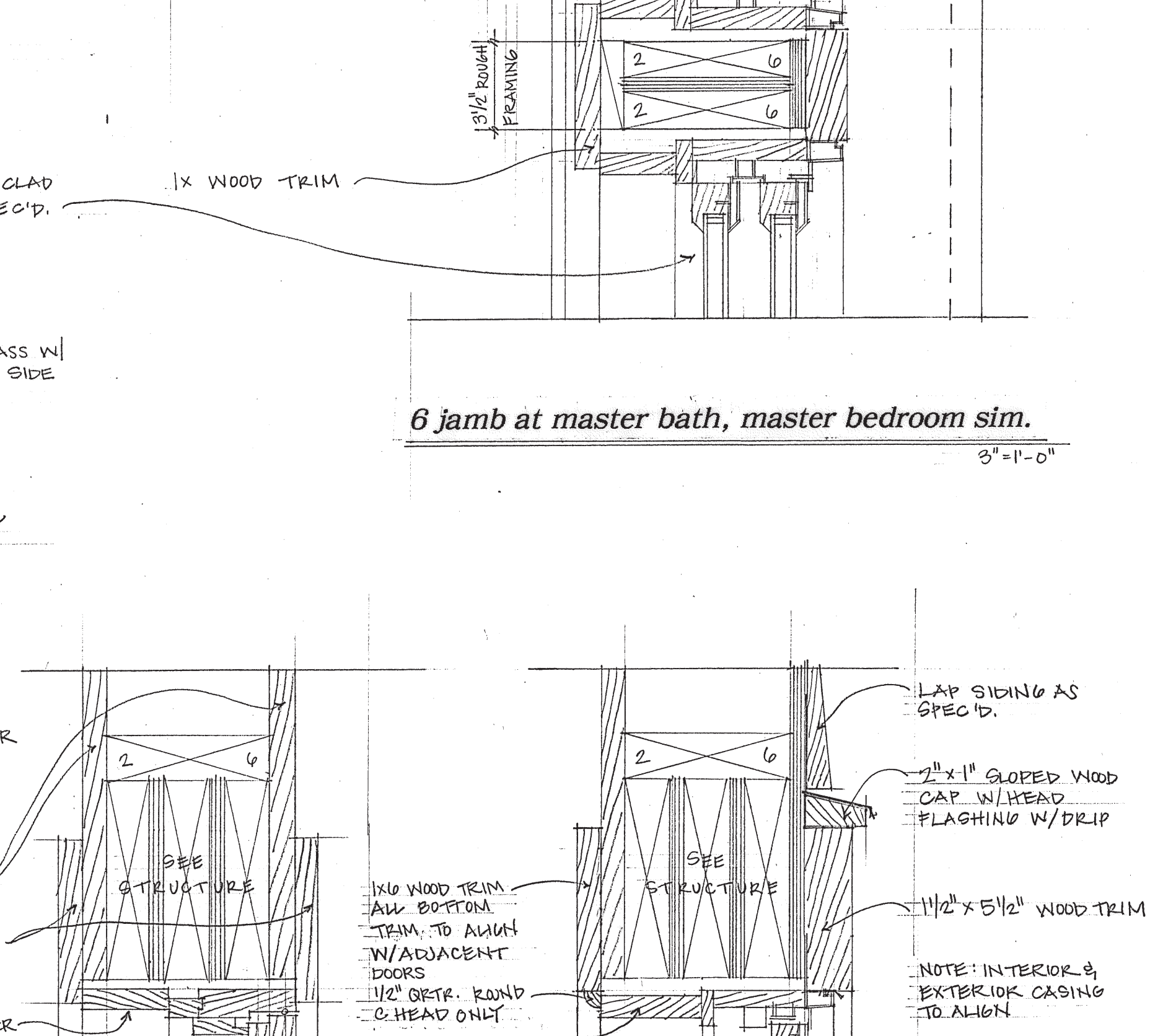
5 jamb at master bedroom/closet



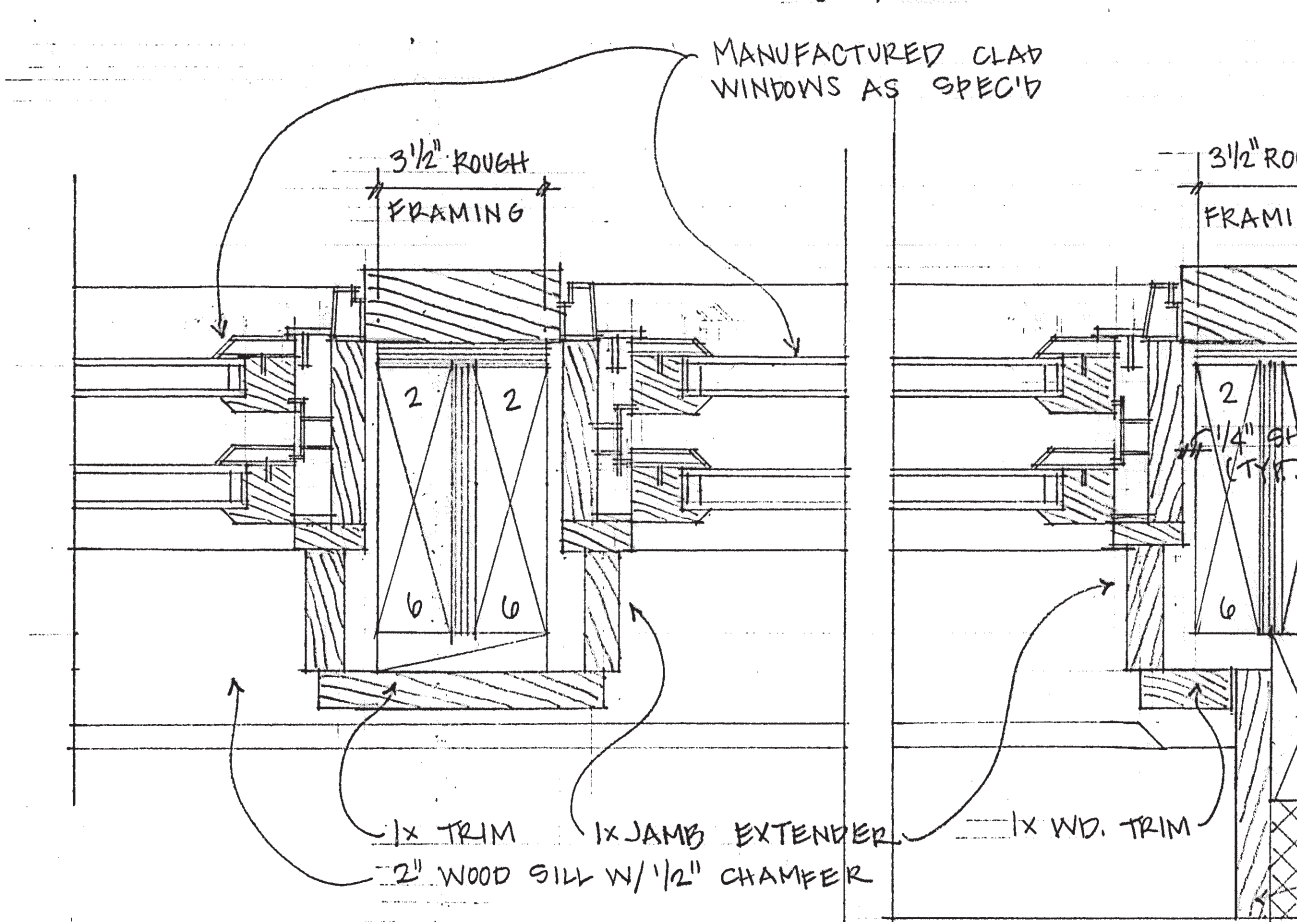
6 jamb at master bedroom/closet



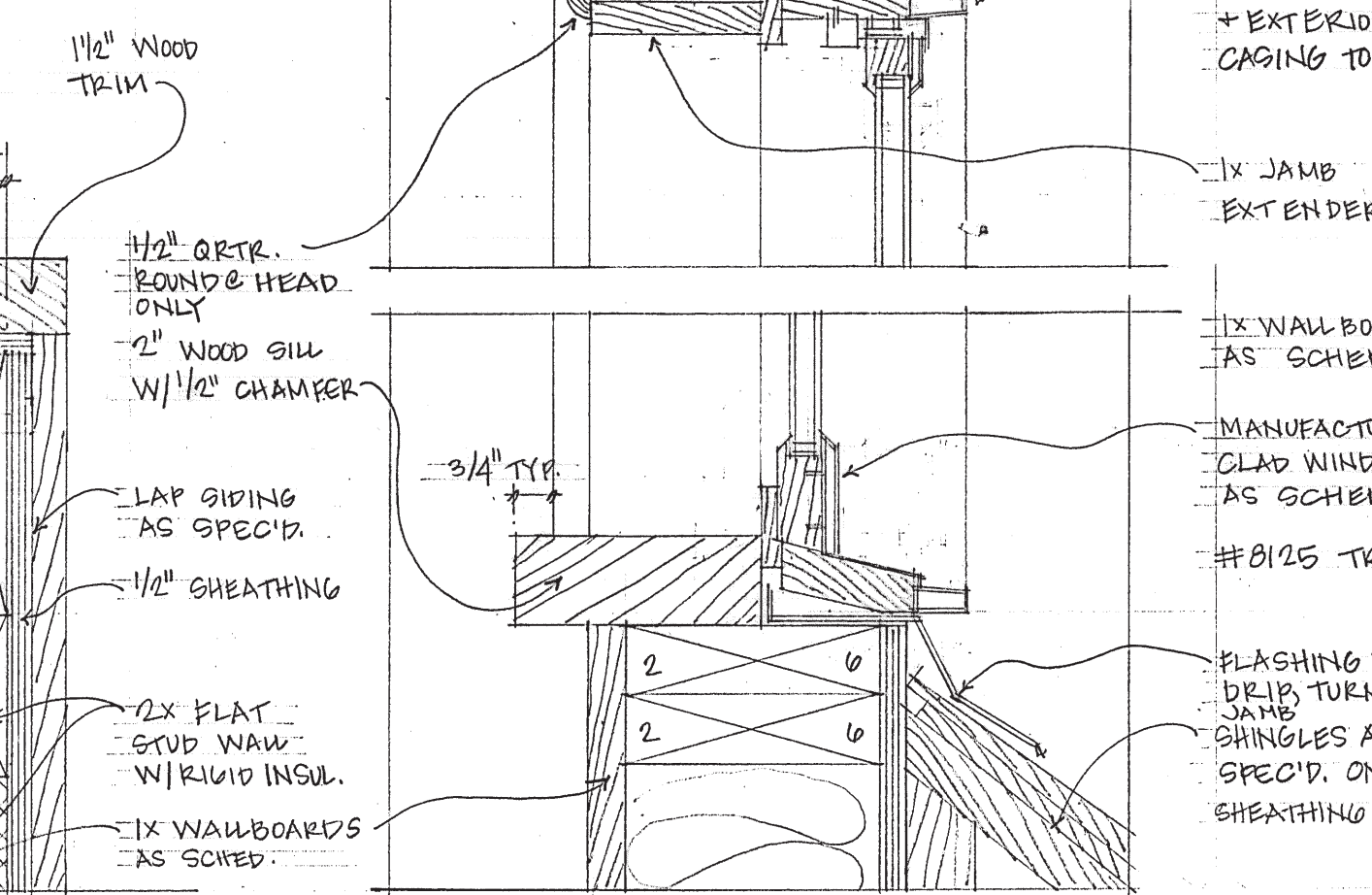
7 jamb at master bedroom/closet



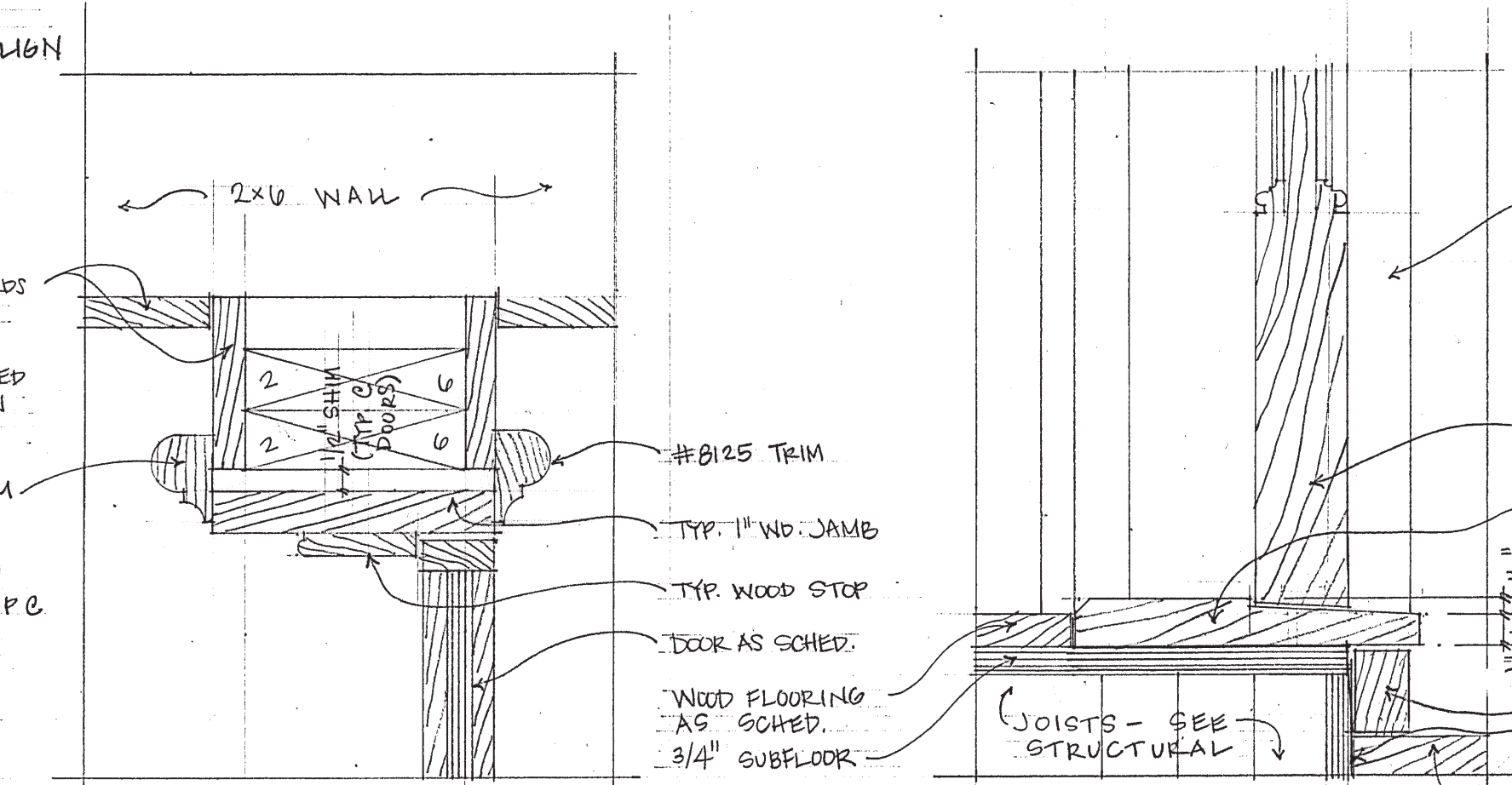
8 jamb at master bedroom/closet



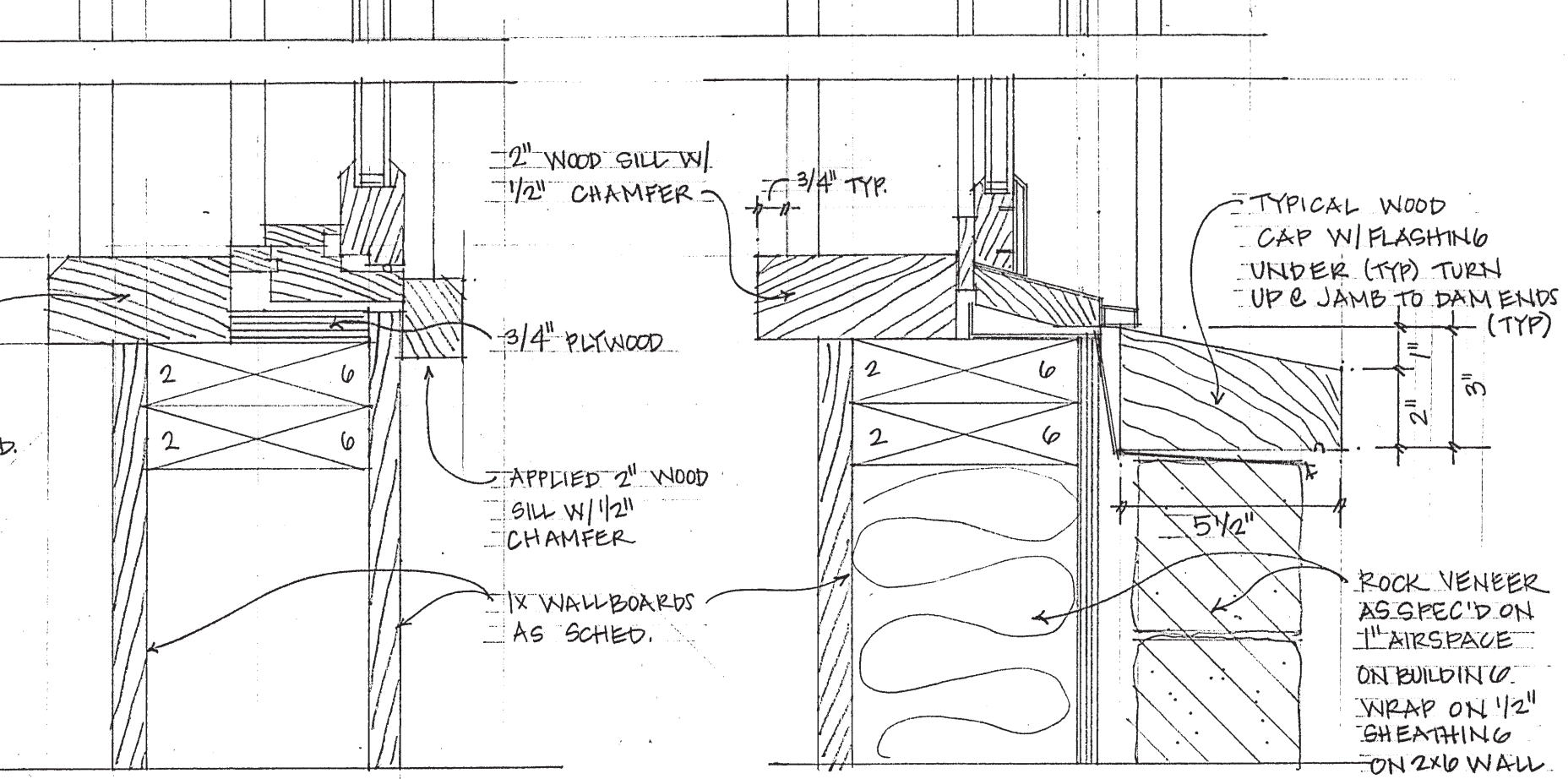
9 jamb at master bedroom/closet



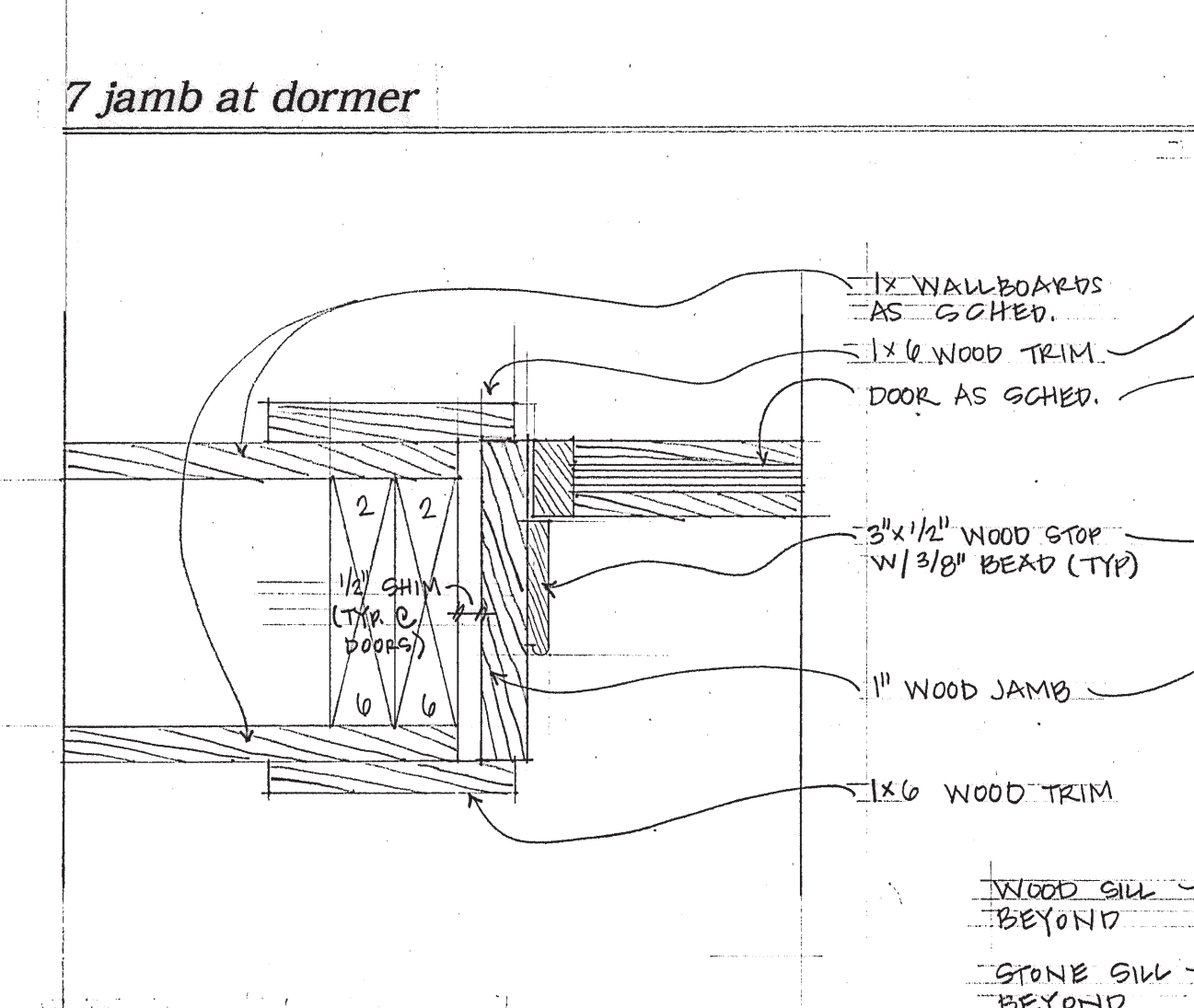
10 jamb at master bedroom/closet



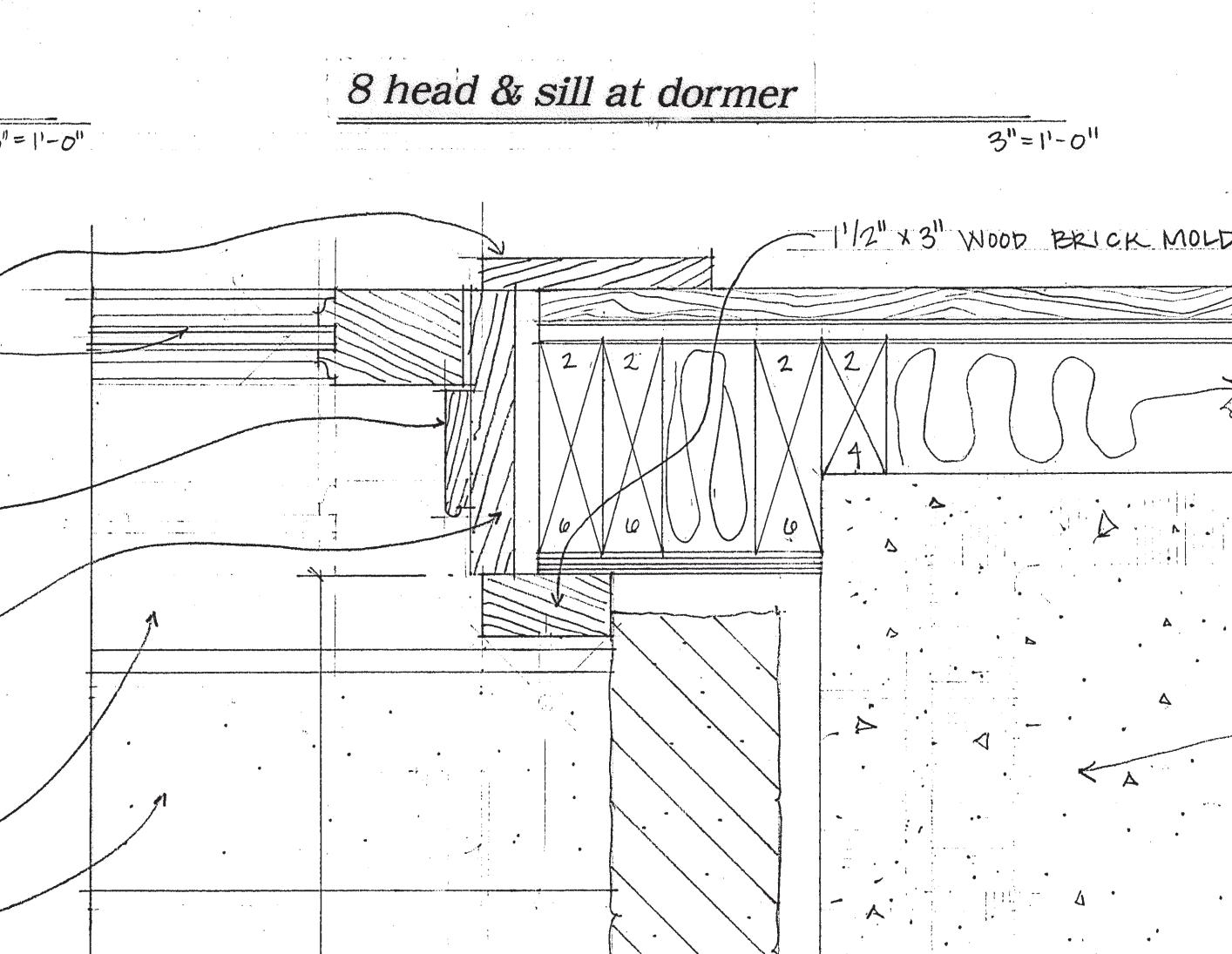
11 jamb at master bedroom/closet



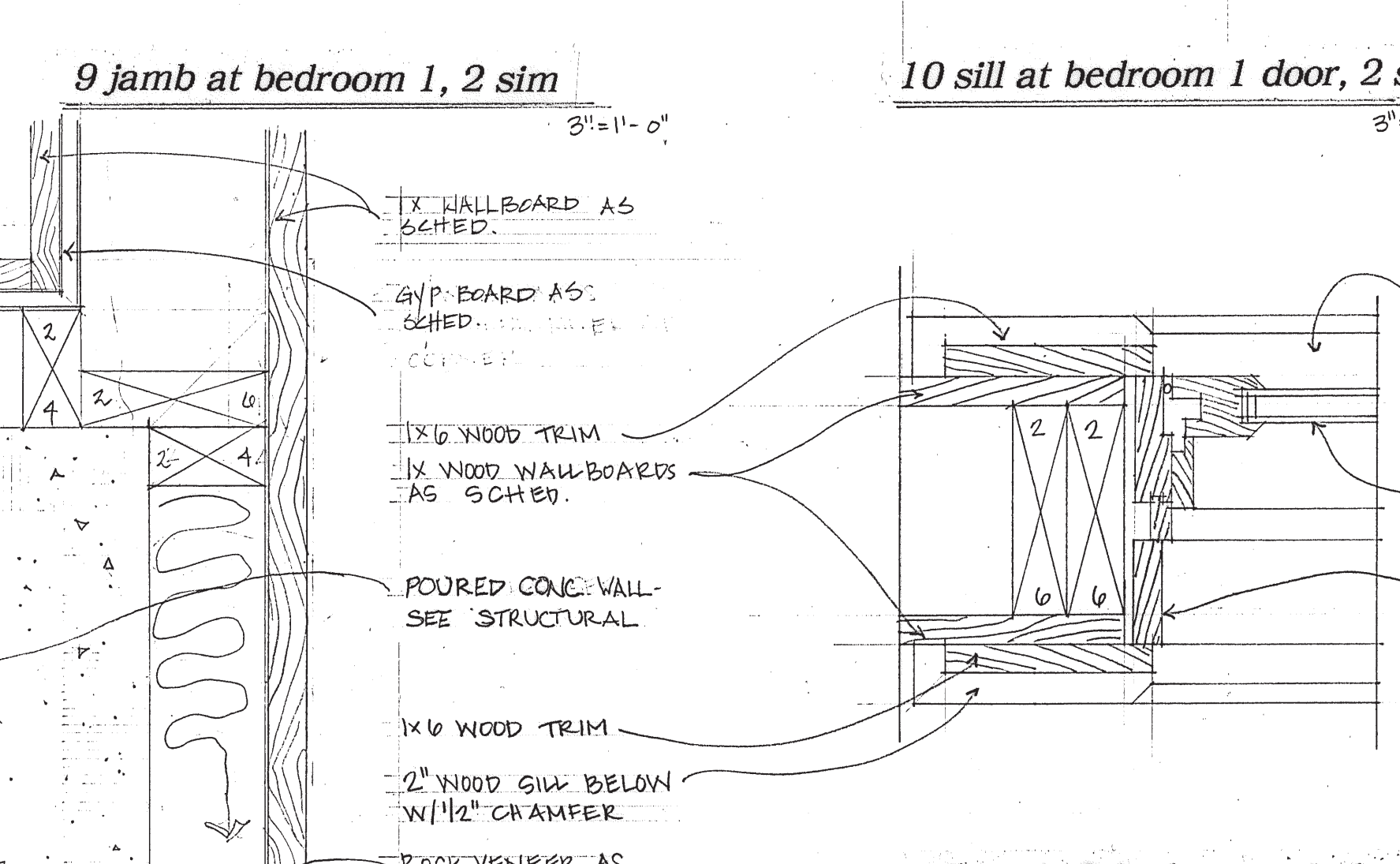
12 jamb at master bedroom/closet



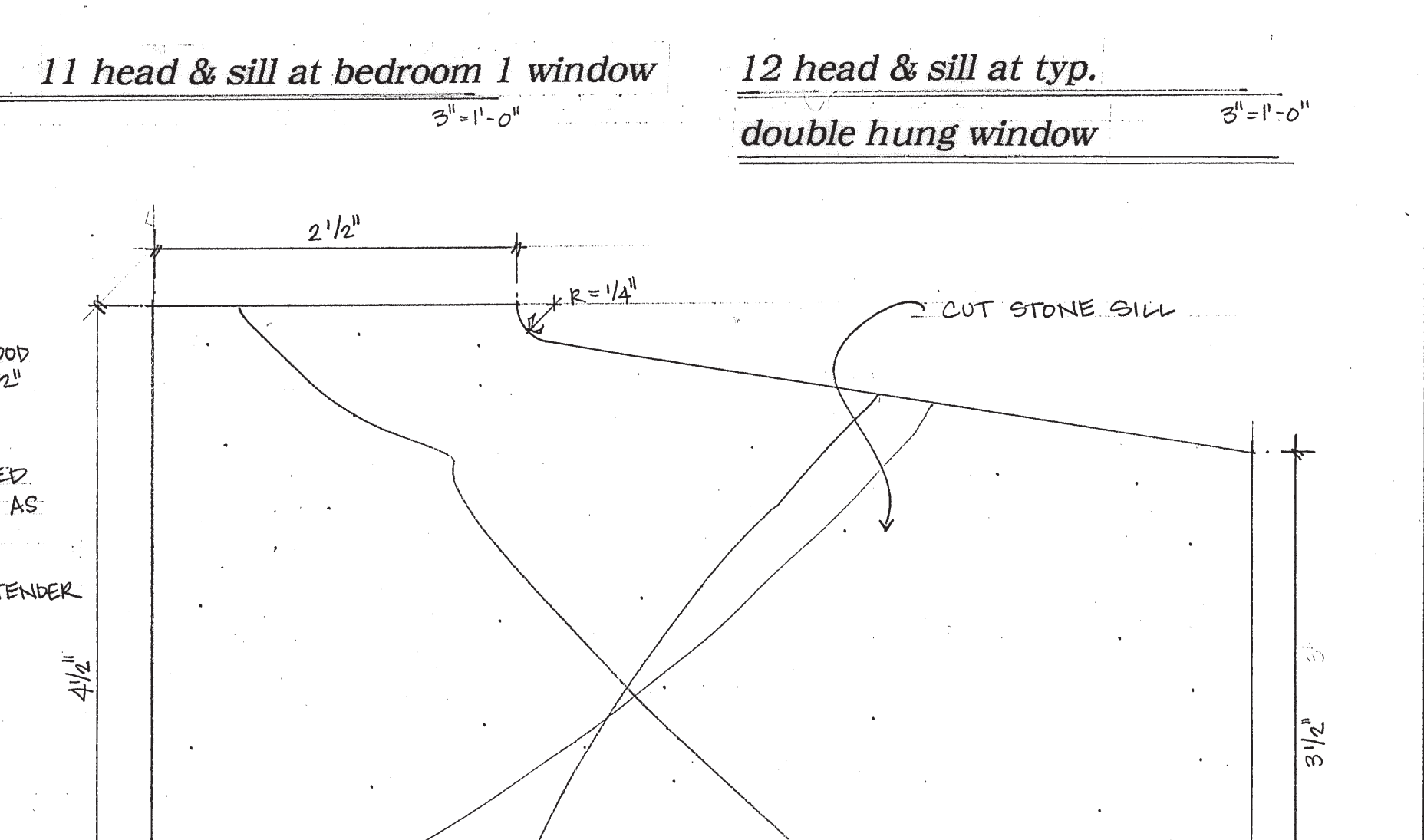
13 jamb at master bedroom/closet



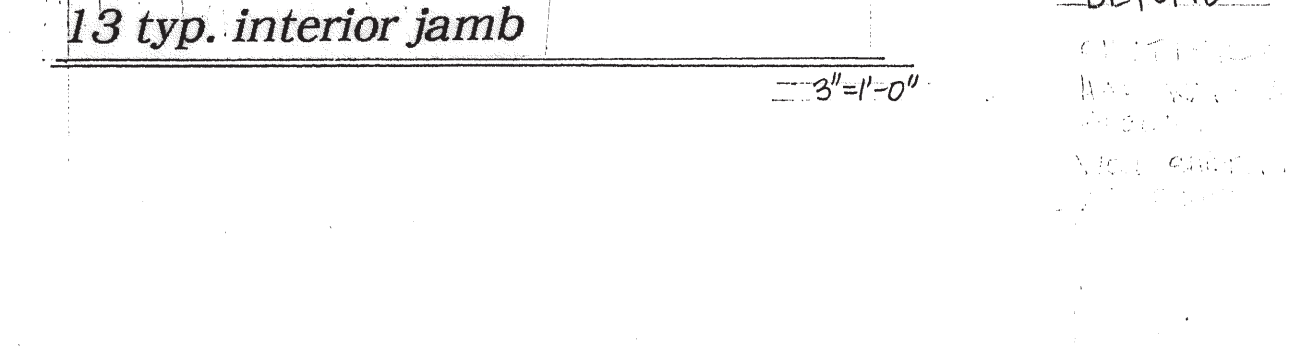
14 jamb at master bedroom/closet



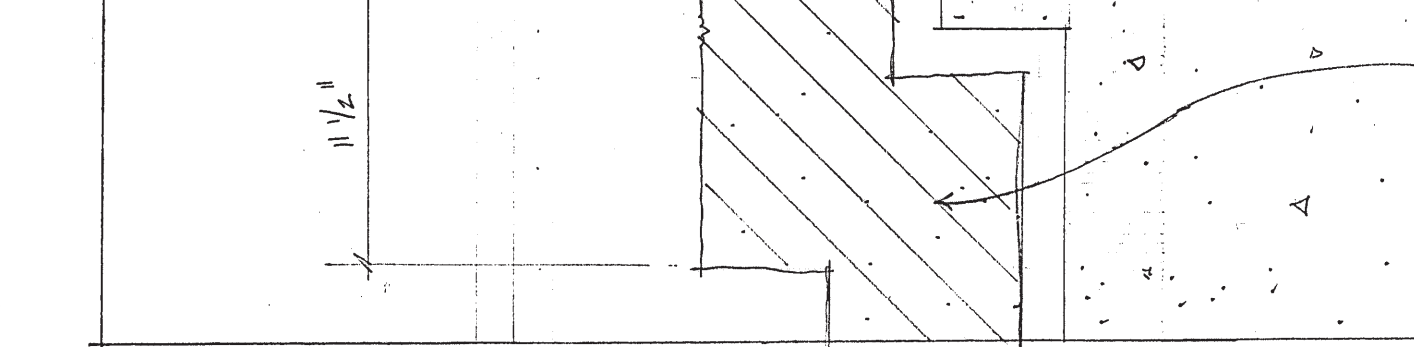
15 jamb at master bedroom/closet



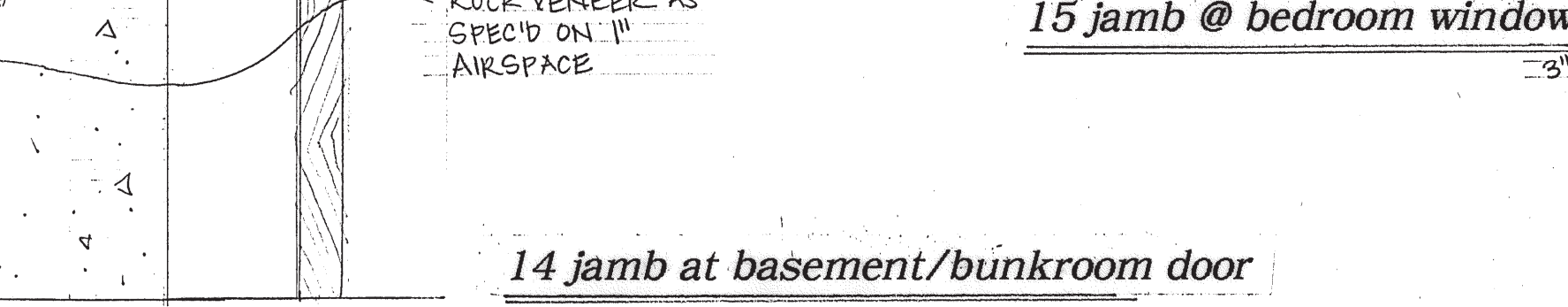
16 jamb at master bedroom/closet



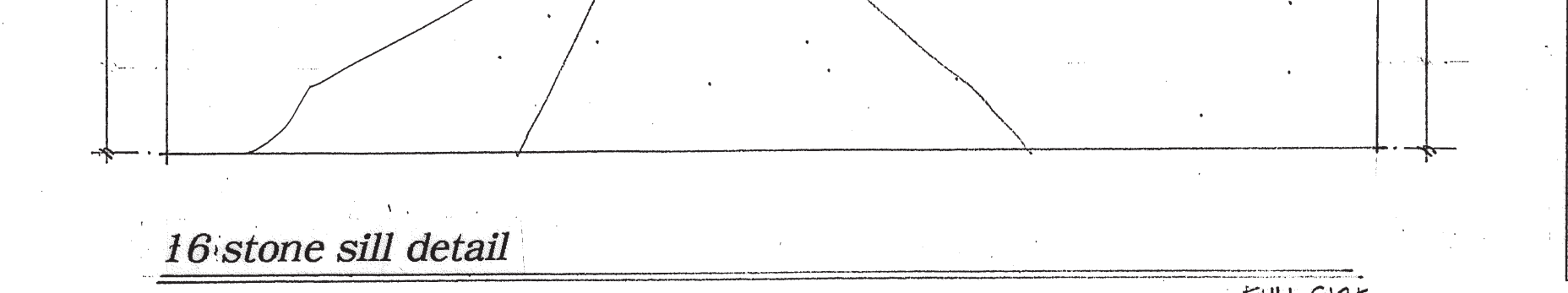
17 jamb at master bedroom/closet



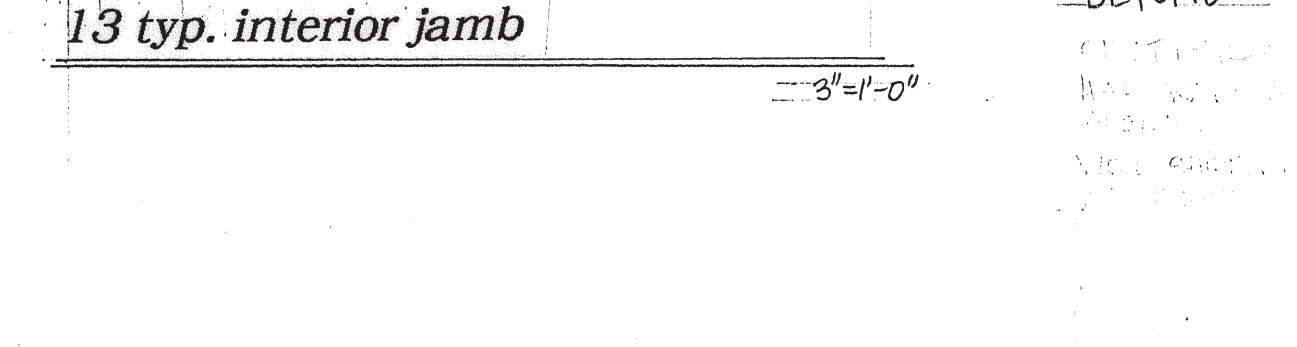
18 jamb at master bedroom/closet



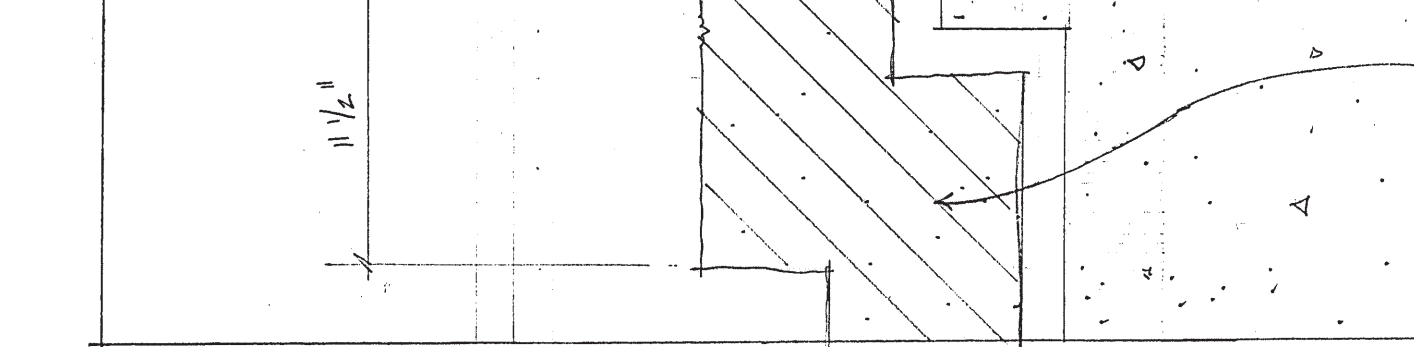
19 jamb at master bedroom/closet



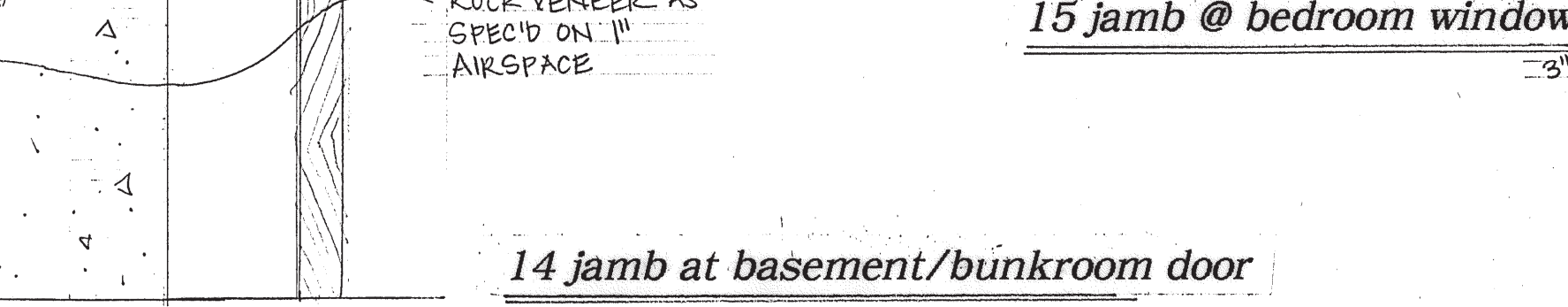
20 jamb at master bedroom/closet



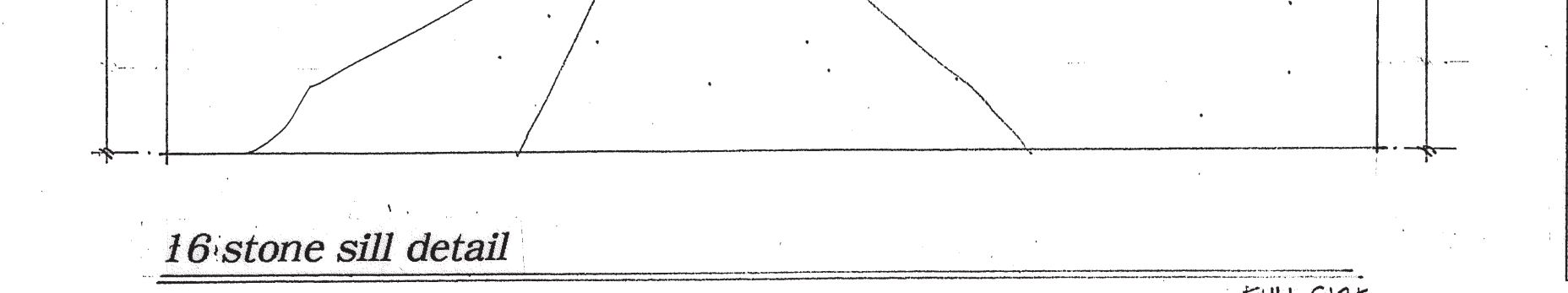
21 jamb at master bedroom/closet



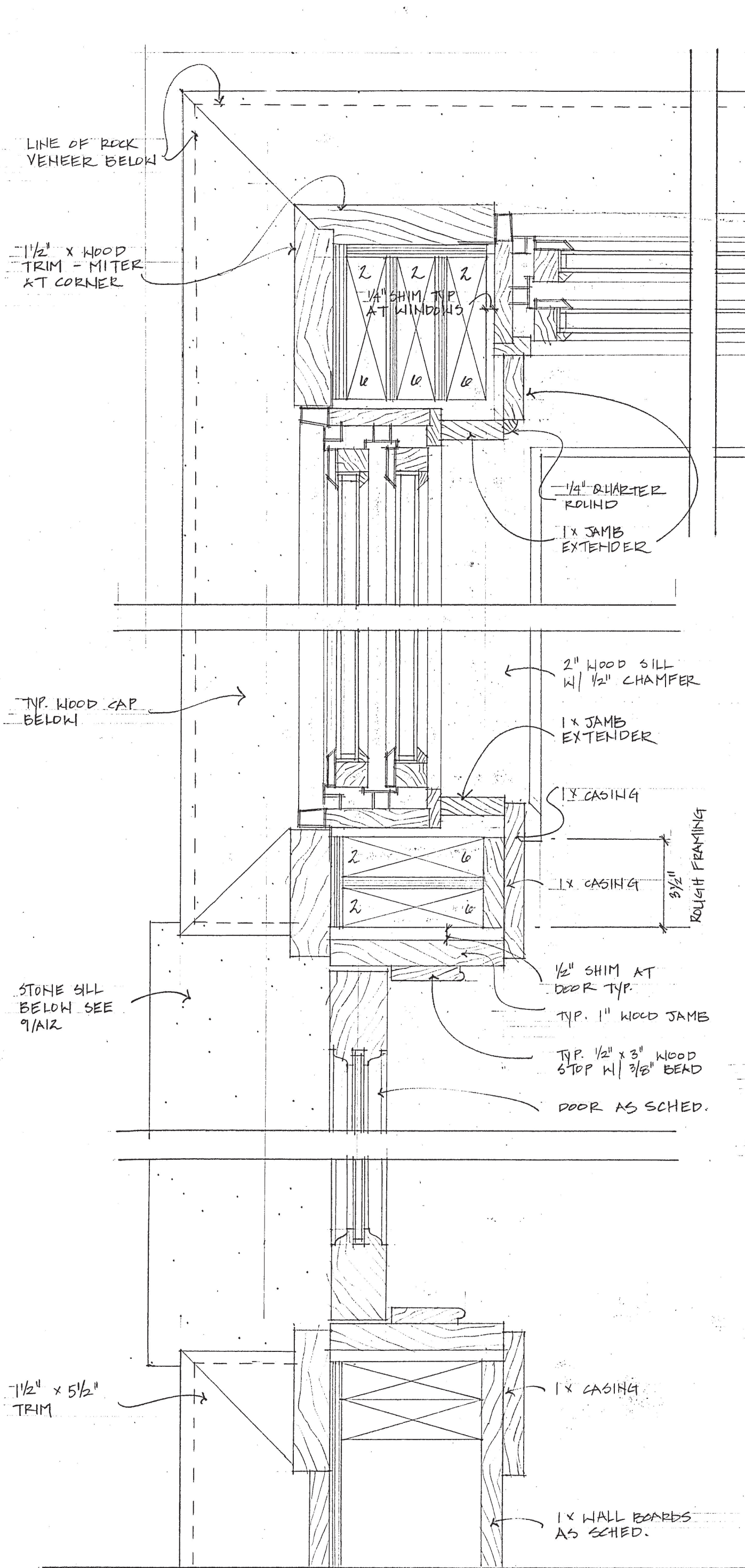
22 jamb at master bedroom/closet



23 jamb at master bedroom/closet



24 jamb at master bedroom/closet



1 jamb at entry door & window

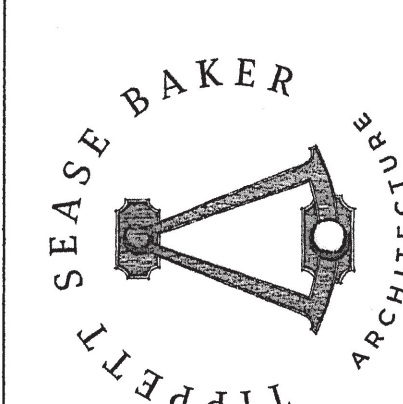
2 typical window jamb at concrete wall

3 typical window head & sill at concrete wall

4 head at carriage house closet

5 typical window jamb at basement

6 typical door jamb at basement



TIPPETT SEASE BAKER
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PROJECT:

a new residence
for
Melanie &
Parker Duffey

Lot 344R
Mountain Village, CO

DATE: November 3, 2021

TITLE:
door and window details

SHEET No:
A13.1

No.	size	type	thick.	description
1	3/8" x 7/8"	B	2 1/4"	WOOD & GLASS/ 15 LITE
2	1/2" x 2"	H	1 3/4"	VERT. WOOD PLANK
3	4/8" x 6/8"	G	1 3/4"	VERT. WOOD PLANK/2 LEAF
4	2 1/8" x 2"	H	1 3/4"	VERT. WOOD PLANK
5	2 1/8" x 2"	H	1 3/4"	VERT. WOOD PLANK
6	4/8" x 8/8"	G	1 3/4"	VERT. WOOD PLANK/2 LEAF
7	2 1/8" x 8/8"	H	1 3/4"	VERT. WOOD PLANK
8	4/8" x 8/8"	I	1 3/4"	VERT. WOOD PLANK TO MATCH WALL /2 LEAF
9	4/8" x 8/8"	I	1 3/4"	VERT. WOOD PLANK TO MATCH WALL/2 LEAF
10	4/8" x 8/8"	G	1 3/4"	VERT. WOOD PLANK/2 LEAF
11	5/8" x 7/8"	C	2 1/4"	WOOD & GLASS/ 2 LEAF/15 LITE EA. LEAF
12	3/8" x 7/8"	K	2 1/4"	WOOD & SCREEN DOOR.
13	3/8" x 7/8"	G	1 3/4"	VERT. WOOD PLANK/2 LEAF/POCKET
14	3/8" x 7/8"	B	2 1/4"	WOOD & GLASS/ 15 LITE
15	2 1/8" x 2"	J	1 3/4"	VERT. WOOD PLANK/GOthic ARCH PROFILE
16	2 1/8" x 7/8"	H	1 3/4"	VERT. WOOD PLANK
17	2 1/8" x 7/8"	H	1 3/4"	VERT. WOOD PLANK
18	5/8" x 8/8"	E	2 1/4"	WOOD & GLASS/2 LEAF/ 12 LITE EA. LEAF
19	2 1/8" x 7/8"	J	1 3/4"	VERT. WOOD PLANK/GOthic ARCH PROFILE
20	2 1/8" x 7/8"	H	1 3/4"	VERT. WOOD PLANK
21	2 1/8" x 7/8"	H	1 3/4"	VERT. WOOD PLANK
22	5/8" x 8/8"	E	2 1/4"	WOOD & GLASS/ 2 LEAF/12 LITE EA. LEAF
23	3/8" x 7/8"	D	2 1/4"	WOOD & GLASS/ 12 LITE
24	5/8" x 7/8"	D	2 1/4"	WOOD & GLASS/ 2 LEAF/ 12 LITE EA. LEAF
25	5/8" x 7/8"	D	2 1/4"	WOOD & GLASS/ 2 LEAF/ 12 LITE EA. LEAF
26	5/8" x 7/8"	D	2 1/4"	WOOD & GLASS/ 2 LEAF/ 12 LITE EA. LEAF
27	5/8" x 7/8"	D	2 1/4"	WOOD & GLASS/ 2 LEAF/ 12 LITE EA. LEAF
28	2 1/8" x 7/8"	J	1 3/4"	VERT. WOOD PLANK/GOthic ARCH PROFILE
29	2 1/8" x 7/8"	J	1 3/4"	VERT. WOOD PLANK/GOthic ARCH PROFILE
30	2 1/8" x 7/8"	G	1 3/4"	VERT. WOOD PLANK/ 2 LEAF
31	5/8" x 7/8"	H	1 3/4"	VERT. WOOD PLANK/ "
32	2 1/8" x 7/8"	H	1 3/4"	VERT. WOOD PLANK
33	2 1/8" x 5/8"	H	1 3/4"	VERT. WOOD PLANK
34	2 1/8" x 7/8"	H	1 3/4"	VERT. WOOD PLANK
35	2 1/8" x 7/8"	H	1 3/4"	VERT. WOOD PLANK
36	2 1/8" x 7/8"	H	1 3/4"	VERT. WOOD PLANK
37	2 1/8" x 7/8"	H	1 3/4"	VERT. WOOD PLANK
38	2 1/8" x 7/8"	H	1 3/4"	VERT. WOOD PLANK
39	3/8" x 8/8"	H	2 1/4"	VERT. WOOD PLANK
40	2 1/8" x 7/8"	H	1 3/4"	VERT. WOOD PLANK
41	2 1/8" x 7/8"	H	1 3/4"	VERT. WOOD PLANK
42	9/8" x 8/8"	K	2 1/4"-	VERT. WOOD PLANK/ SEGMENTED/ APPLIED TO HEAVY DUTY GARD
43	9/8" x 8/8"	K	2 1/4"-	VERT. WOOD PLANK/ SEGMENTED/ APPLIED TO HEAVY DUTY GARD
44	1/2" x 5/8"	H	1 3/4"	VERT. WOOD PLANK
45	2 1/8" x 7/8"	H	1 3/4"	VERT. WOOD PLANK
46a+b	4/8" x 4/8"	I	1 3/4"	VERT. WOOD PLANK TO MATCH WALL

	room name	floor	base	walls	ceiling	crown	dig. ht.	notes
FIRST FLOOR	ENTRY	CONCRETE PAYER BY FIRE-ROCK IN ASHLAR PATTERN	#B041	1x6 HOR. FLUSH T&G / PAINT	1x8" PURLING W/ 1x8 FLOORING EXPOSED	NONE	7x10'-5"	
	DINING	" "	" "	" "	1x6 FLUSH T&G / PAINT	#B051	9'-6"	
	LIVING	" "	" "	" "	" "	NONE	7x19'-10 12"	
	KITCHEN	" "	" "	" "	" "	" "	9'-6"	
	INHALE-HOOK	" "	" "	" "	" / BOCK	" "	9'-6"	
	MUDROOM	CONCRETE PAVE/G BY FIRE-ROCK IN ASHLAR PATTERN	#B042	1x6 HOR. FLUSH T&G / PAINT	" "	" "	9'-6"	
	PORCH	" "	#B043	" "	" "	#B049	9'-6"	
	MASTER CLOSET	" "	#B042	" "	" "	NONE	12'-0" / 9'-6" CLIP	
	GALLERY	" "	1x4 FLUSH W/ WALL BED.	1x6 "V" GROOVE VERT. / PAINT	" "	#B110	9'-6"	
	MASTER BATH	" "	#B021	1x6 HOR. FLUSH T&G / PAINT	" "	NONE	9'-6"	
SECOND FLOOR	MASTER H.C.	" "	" "	" "	" "	" "	9'-6"	
	MASTER SHOWER	MARBLE TILE	NONE	MARBLE TILE	MARBLE TILE	" "	9'-6"	
	MASTER BEDROOM	1x6 OAK	#B041	1x6 HOR. FLUSH T&G / PAINT	1x6 FLUSH T&G / PAINT / 1x8 PURLING	" "	9'-6"	
	PORCH	CONCRETE PAVERS	NONE	2x8 POST	2x8'S @ 16" O.C. W/ 2x6 "V" GROOVE DECKING	" "	7x10'-0" / 9'-6"	
	—	—	—	—	—	—	—	—
	BEDROOM 1	1x6 OAK	#B042	1x6 HOR. FLUSH T&G / PAINT	1x6 FLUSH T&G / PAINT	NONE	9'-0" / 6'-0" CLIP	
	BATH 1	MARBLE TILE	7'-4" x 4"	" "	" / MARBLE @ SHOWER	NONE	9'-0" / 6'-0" CLIP	
	CLOSET 1	1x6 OAK	#B041	1x6 HOR. FLUSH T&G / PAINT	" "	" "	9'-0" / 6'-0" CLIP	
	BEDROOM 2	" "	" "	" "	" "	" "	9'-0" / 6'-0" CLIP	
	BATH 2	MARBLE TILE	7'-4" x 4"	" "	" / MARBLE @ SHOWER	" "	9'-0" / 6'-0" CLIP	
BASEMENT	CLOSET 2	1x6 OAK	#B041	1x6 HOR. FLUSH T&G / PAINT	" "	" "	9'-0" / 6'-0" CLIP	
	—	—	—	—	—	—	—	—
	PLAYROOM	POLISHED CONCRETE SLAB	1x8 W/ #B01 CAP	GYP BOARD / 1x6 HOR. FLUSH T&G / PAINT	GYP BOARD	NONE	9'-0"	
	MUD/SKI ROOM	" "	1x8	GYP BOARD / 1x6 VERT. FLUSH T&G / PAINT	" "	" "	9'-0"	
	EXERCISE VESTIBULE	" "	1x8 W/ #B02 CAP	GYP BOARD	" "	" "	9'-0"	
	EXERCISE	" "	" "	" "	" "	" "	9'-0"	
	BATH 1	" "	" "	GYP BOARD / MARBLE TILE @ SHOWER	" "	" "	9'-0"	
	LAUNDRY	" "	" "	GYP BOARD	" "	" "	9'-0"	
	BEDROOM 3	" "	" "	" "	" "	" "	9'-0"	
	BATH 3	" "	" "	GYP BOARD / MARBLE TILE @ SHOWER	" "	" "	9'-0"	
UNFINISHED BASE	CLOSET 3	" "	" "	GYP BOARD	" "	" "	9'-0"	
	MEDIA ROOM	" "	" "	" "	" "	" "	9'-0"	
	—	—	—	—	—	—	—	—
	PORTE COCHERE	CONCRETE SLAB	NONE	LAP SIDING	2x4 1x8 GROOVE DECKING	#B041	11'-5"	
	GARAGE	CONCRETE SLAB	1x6	GYP BOARD	" "	NONE	9'-5"	
	GUEST ENTRY	POLISHED CONCRETE SLAB	" "	" "	" "	" "	9'-5"	
	GUEST SUITE	1x6 OAK	" "	" "	" "	" "	9'-0" / 4'-0" CLIP	
	GUEST BATH	MARBLE TILE	" "	" "	" "	" "	7'-0" / 4'-0" CLIP	
	—	—	—	—	—	—	—	—
	—	—	—	—	—	—	—	—

NOTE: CLAD WINDOWS BY KOLBE & KOLBE - ULTRA SERIES UNO.
ALIGN MUNTINS ON WINDOWS & DOORS.
ALIGN TRIM ON WINDOWS & DOORS.

Architectural elevation drawing of a building facade showing seven windows labeled A through G. The drawing includes vertical dimension lines and labels for window heights and top-of-frame positions. A large 'VOID' label is placed over the central section. The dimensions are:

- A: 9'-0" TOP OF FRAME
- B: 9'-0" TOP OF FRAME
- C: 7'-2" TOP OF FRAME, 20" FL, 7'-9" TOP OF FRAME (15' FL)
- D: 8'-9" TOP OF FRAME, 20" FL, 9'-0" TOP OF FRAME (15' FL)
- E: 7'-8" TOP OF FRAME
- F: 7'-2" TOP OF FRAME

A note at the top right indicates 1/4" = 1'-0".

F WOOD WINDOW BY KOLBE & KOLBE
HERITAGE SERIES
21" x 42" FRAME SIZE

NOTE: VERIFY PANE
DIMENSIONS & DETAILS
PRIOR TO DOOR
CONSTRUCTION FOR
DETAILS 7, 8, 9/A14

3 panel detail

4'

3/4" WOOD PANEL

#8x20

4 plank door detail

2 1/4'

3/4"

PLYWOOD CORE

RANDOM WIDTH VERTICAL PLANKS

1x WOOD PERIMETER BAND

FULL SCALE

FULL SCALE

5 shutter detail

3/4" 1x6 DIAGONAL PLANKS
WOOD PERIMETER BAND
SCUPPER CAP & EA. SHUTTER HEAD

6 screen door detail

4" 1/2" BEADED STOP
VOID
BRONZE SCREEN AS SPEC'D.

Design Review Process Application
Submittal Requirements

a new residence
for
Melanie & Parker
Duffey

Lot 344R, 111 Rocky Road
Mountain Village
Telluride, Colorado

Index:
Application Form and Fee Acknowledgement Form
Proof of Ownership
Development Narrative
Material Board

Tippett Sease Baker Architecture LLC.,
514 Cloverdale Road Suite 5
Montgomery, AL 36106
Phone. 334-647-1314
www.TSBarchitecture.com
Email: David@TSBarchitecture.com

Application Form and
Fee Acknowledgement Form



DESIGN REVIEW PROCESS APPLICATION

PLANNING & DEVELOPMENT SERVICES
455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
970-728-1392
970-728-4342 Fax
cd@mtnvillage.org

Revised 1.3.2020

The Planning & Development Services Department is here to assist you with your development application pursuant to the Community Development Code (CDC).

This publication outlines the Design Review Process Development Application process of the CDC and also provides the submittal requirements for such development application.

Contents of the Publication

This publication is intended to address the submittal requirements for a Design Review Development Application. However, it is each applicant's responsibility to review the CDC and any associated regulations to ensure a full understanding of the development application process.

Development Review Process

After any required conceptual worksession with the Design Review Board (DRB) and/or the Town Council, design review process development applications shall be processed as a determination of no effect (DNE), class 1, class 2 or class 3 development applications as follows:

Determination of No Effect: Staff level review by email – no formal approval necessary

Class 1 application: Staff development application review process;

Class 2 application: Staff-DRB chair development application review process;

Class 3 application: DRB development application review process;

Determination of No Effect (DNE). The following types of applications are processed as a determination of no effect.

1. Must be a modification that is like for like. For example, reconstructing a deck with the same material and dimension; replacing a roof with the same material; changing a window or door of the same dimension, size and material, replacing a retaining wall with the same material, dimension and location, replacing landscaping like for like.

Application Requirements for a DNE.

- **Application** (page 10 of this application packet)
- **Brief Description** (Can be provided on the application)
- **A site plan, survey** (if needed), **drawings, photographs, and material examples, cut sheets or descriptions** sufficient so that staff can evaluate the requested type of replacement (like-for-like) work that will occur on the property. (Attached to an email in pdf or jpg format)

What to expect

Planning staff will evaluate your application and determine whether a Class 1,2 or 3 design review (design review) is required or not. If not required, and the applicant has otherwise demonstrated that the proposed modification is considered to have no effect, staff will draft an email to the applicant that states that design review is not required. Also, the applicant must print and submit the email as part of a building permit application (if a building permit is required) to further demonstrate design review is not necessary.



DESIGN REVIEW PROCESS APPLICATION

PLANNING & DEVELOPMENT SERVICES
455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
970-728-1392
970-728-4342 Fax
cd@mtnvillage.org

Revised 1.3.2020

Class 1 Applications. *The following types of Design Review Process development applications shall be processed as class 1 applications:*

1. Design revisions or remodeling that are minor in nature, does not alter the massing of the structure and does not compromise the intent of the Design Regulations or approved plans provided the developer provides a courtesy notice to all property owners within 400 feet of the lot affected by the redevelopment;
2. Painting or staining of an existing home or structure that is different than the existing paint or stain;
3. Roofing replacement that is different than the existing roof material;
4. Insubstantial landscaping and grading development applications;
5. Sign permits;
6. Bridges for recreational or pedestrian paths;
7. Fire mitigation and forestry management projects;
8. New or modified lighting on all buildings and structures;
9. The replacement of a lift with a new lift provided the capacity of the lift is not changing;
10. Minor golf course improvements or landscaping, such green or tee replacements; and
11. Minor ski resort improvements such as replacing or installing a snowmaking line.

Class 2 Development Applications. *The following types of Design Review Process development applications shall be processed as class 2 applications:*

1. Building additions that do not increase the floor area by more than twenty-five percent (25%) of the primary structure;
2. Design revisions or remodeling that are more significant in nature, minimally alters the massing of the structure and does not compromise the intent of the Design Regulations or approved plans provided the developer provides a courtesy notice to all property owners within 400 feet of the lot affected by the redevelopment;
3. New or remodeled, non-residential buildings or structures with less than 2,500 sq. ft. of floor area; and
4. Substantial landscaping and grading development applications;

If any design variation is sought for class 1 or 2 development applications set forth above, such development application shall be processed as a class 3 application. The review authority may elect to elevate a Design Review Process development application to a class 3 process based on complicating factors, complex design or other similar considerations. If the review authority elects to elevate a Design Review Process development application to a class 3 process, no public notice of such application is required.

Class 3 Development Applications. *All other Design Review Process development applications not listed above shall be processed as class 3 applications.*

The development application process generally consists of the following steps:



DESIGN REVIEW PROCESS APPLICATION

PLANNING & DEVELOPMENT SERVICES

455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
970-728-1392
970-728-4342 Fax
cd@mtnvillage.org

Revised 1.3.2020

- Step 1:** Pre-submittal Meeting with Applicant and Planning Division (Class 2 and 3 Applications, or if Required for Class 1 Applications)
- Step 2:** Applicant Development Application Submittal
- Step 3:** Planning Division Development Application Completeness Check
- Step 4:** Planning Division Development Application Referral and Review
- Step 5:** Planning Division Follow-up Communication
- Step 6:** Applicant Plan Revisions
- Step 7:** Planning Division Schedule Review Authority Public Hearings (Class 3 Applications for Initial Architecture and Site Review and Final Review)
- Step 8:** Applicant Public Noticing for Class 3 Applications (Minimum of 15days prior to hearing)
- Step 9:** Planning Division Preparation of Staff Reports (Typically only for Class 2 and 3 applications)
- Step 10:** Two Design Review Board Public Hearings are required for Class 3 Applications (Class 1 and 2 Applications May be Elevated)
- Step 11:** Review Authority Action
- Step 12:** Planning Division Provides Notice of Action
- Step 13:** Effective Date of Application Decision and Appeal
- Step 14:** Length of Validity (Generally 18 months unless longer vesting)

Development Application Submittal Requirements:

The following forms, information and plans will need to be submitted in order to have a complete development application. Situations will occur when all of the listed submittal requirements will not be required and where items not listed as submittal requirements will be required in order for the Town to have sufficient information to fully evaluate the impacts of a development application. The Planning Division is therefore authorized to determine, based on the nature of a development application, whether to waive submittal requirements or require additional submittal requirements.



DESIGN REVIEW PROCESS APPLICATION

PLANNING & DEVELOPMENT SERVICES

455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
970-728-1392
970-728-4342 Fax
cd@mtnvillage.org

Required Submittal (RS*) for Initial Architecture and Site Review = ☐ Required Submittal (RS*) for Final Review = ☒

Submitted (Office Use)	RS*	Item No	Submittal Requirements
	<input type="checkbox"/>	1.	Application Form and Fee Acknowledgement Form. Forms Completed Signed (Attached).
	<input type="checkbox"/>	2.	Fees. <ul style="list-style-type: none"> A. Determination of No Effect. No Fee B. Class 1: \$250 for 2 hours; hourly rate thereafter C. Class 2: \$500 for 4 hours; hourly rate thereafter D. Class 3: \$3,500 plus per unit fee <p>The applicant and property owner are responsible for paying all Town fees as set forth in the fee resolution, and are also required by the CDC to pay for Town Legal fees, the cost of special studies, and other fees as set forth in the CDC. Such fees are considered a condition precedent to having a complete development application, and shall be paid prior to the Town issuing the final approval</p>
	<input type="checkbox"/>	3.	Proof of Ownership. Copy of current deed or title report on the effected property.
	<input type="checkbox"/>	4.	Agency Letter. If application is not submitted by the owner of the property, a letter of agency, signed by the property owner giving permission to a firm or person to submit the requested land use application (Attached).
	<input type="checkbox"/>	5.	HOA Letter. For development on property that is owned in common by a homeowners association, the development application shall include: <ul style="list-style-type: none"> A. A letter from the Homeowner's Association (HOA) board giving permission for the application (Attached), and where a vote is required by the HOA governing documents, a copy of the proof of the vote and outcome of such vote. B. A copy of the HOA governing documents, including bylaws and declaration.
	<input type="checkbox"/>	6.	Title Report. Copy of current title report for the property listing all encumbrances.
	<input type="checkbox"/> ◆	7.	Development Narrative. A written narrative of the development application that outlines the request. The narrative should include a summary of how the application meets the key requirements of the CDC, such as the applicable criteria for decision
	<input type="checkbox"/> ◆	8.	Existing Condition Plan. A stamped, monumented land survey prepared by a Colorado registered land surveyor showing existing site and surrounding access (driveway or roadway route, utility route, etc.) conditions drawn at a scale of 1" = 10' to a maximum of 1" = 30' showing the following information:
	<input type="checkbox"/> ◆		A. Lot Size. Lot size needs to be shown.
	<input type="checkbox"/> ◆		B. Existing Lot Lines. Existing platted lot lines need to be shown with distances, bearings and a basis of bearing. Existing property pins or monuments found and the relationship to the established corner also need to be shown.
	<input type="checkbox"/> ◆		C. Existing Topography. Existing topography needs to be shown with two foot contour intervals, including spot elevations at the edge of asphalt along any roadway or driveway frontage for the intended access-way at 25 foot intervals.
	<input type="checkbox"/> ◆		D. Steep Slopes. Any slopes that are 30% or greater shall be mapped with a shaded or hatch pattern.
	<input type="checkbox"/>		E. Wetlands, Ponds, Streams or Drainages (if any). Wetland, ponds, streams and drainages need to be shown. Recent wetland delineation by qualified consultant must be surveyed



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	<input checked="" type="checkbox"/>		and shown on proposed site plan for United States Army Corps of Engineers approval. If wetland are located adjacent to the development site, such wetland area also needs to be shown (17.6.1 B)
	<input type="checkbox"/> <input checked="" type="checkbox"/>		F. Easements. Indicate all easements shown on the governing plats and recorded against the property.
	<input type="checkbox"/> <input checked="" type="checkbox"/>		G. Utilities. All underground and above ground utilities and pedestals or transformers need to be shown.
	<input type="checkbox"/> <input checked="" type="checkbox"/>		H. Existing Improvements. Any existing site improvements need to be shown, such as buildings (including drip lines), drainage systems, trails (if part of official Town trails system as shown in the Comprehensive Plan), sidewalks, roadways, driveways, lite poles and fences.
	<input type="checkbox"/> <input checked="" type="checkbox"/>		I. Fire Mitigation/Forestry Management. A Tree survey of all trees with a diameter at breast height of four inches (4") or greater shall be shown to ensure compliance with the fire mitigation and forestry management requirements (17.6.1 A)
	<input type="checkbox"/> <input checked="" type="checkbox"/>	9.	Proposed Development Plan. The following information needs to be submitted:
	<input type="checkbox"/> <input checked="" type="checkbox"/>		A. Site Plan. A site plan showing all proposed development improvements with an engineered scale of 1"=10' to a maximum of 1" =30' showing: <ul style="list-style-type: none"> i. Existing topography, existing utility pedestals and transformers, proposed grading, wetlands, trees with a bdh of 4" or greater, ponds, streams, drainages, setbacks and easements. ii. Proposed buildings, with roof drip lines clearly shown. iii. Composite utility plan including but not limited to proposed gas and electric meter locations and any new transformer locations. iv. Proposed parking areas and spaces, required signage (adaptable parking spaces, loading/unloading area, no parking etc.), address monuments, sidewalks, lighting, trash/recycling enclosures, amenity area, patios, decks and other proposed improvements clearly shown. v. Proposed landscaping. vi. Project summary that lists project data, including but not limited to lot size, zoning designations on the lot or site, building height, average building height, required parking and maximum lot coverage.
	<input type="checkbox"/> <input checked="" type="checkbox"/>		B. Grading Plan. An access and grading plan prepared by a Colorado registered professional engineer showing how the project can meet the CDC roadway and driveway standards (17.6.6), grading and drainage design requirements (17.5.5 and 17.5.7) and pedestrian connections, as applicable, with existing grading in a dashed line, propose degrading shown with a solid line and spot elevations as needed.
	<input type="checkbox"/> <input checked="" type="checkbox"/>		C. Building Elevations and floor Plans. Architectural plans prepared by a Colorado licensed architect designed in accordance with the applicable regulations of the CDEC (Design Regulations, Zoning Regulation, etc.) including but not limited to building elevations and floor plans with a scale of 1/4" = 1' to 1/16"= 1' for larger scale projects. <ul style="list-style-type: none"> i. Floor plans labeled, dimensions and drawn in sufficient detail



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Submitted (Office Use)	RS*	Item No	Submittal Requirements
			<ul style="list-style-type: none"> ii. All elevations of proposed buildings with all exterior wall materials clearly labeled and calculated in a table format to comply with section 17.5.6E and iii. Maximum building height and maximum average height with plan submittal requirements pursuant to CDC section 17.3.11, including but not limited to a table calculating the maximum average building height. iv. Roof plan that meets the roof form Design Regulations in section 17.5.6.C, including but not limited to roof design, snow and ice shed prevention devices, pitch, eaves and fascia, drainage and material. v. Roof plan overlaid on a topographic survey with all ridgeline heights labeled in USGS elevation vi. Window and door schedule to comply with CDC section 17.5.6.G-H Details of recess of windows and doors within stucco or stone walls. vii. Address monument design and lighting to comply with CDC section 17.5.13.E(4) and 17.5.13.F.
	<input type="checkbox"/> ◆		D. Computer Massing Model. A computer massing model with interactive viewing capability (360-degree rotation, fly by, etc.) showing the proposed buildings, including roof forms, illustrating building mass and proportion, site contours of 2' intervals, and surrounding development to scale so the building design can be evaluated pursuant to the Design Regulations.
	◆		E. Landscape Plan. A Landscape plan in accordance with the Landscaping Regulations (17.5.9) shall be designed and prepared by an American Society of Landscape Architecture certified designer or a landscape professional with experience in creating and planting landscape plans in montane and subalpine life zones.
	◆		F. Outdoor Lighting Plan. A conceptual outdoor lighting plan in accordance with the Lighting Regulations (17.5.12) including but not limited to the need to provide full cut-off light fixtures.
	◆		G. Construction Mitigation Plan. Maps or plans and written narrative describing layout of the construction site to show: <ul style="list-style-type: none"> i. Limits of construction disturbance, including limits of excavation; ii. Location of cranes and crane radius (if applicable); iii. Limits of tree removal; iv. Identification of trees to remain within the limits of disturbance; v. Location of construction fencing and details of methods to protect the trees to be preserved on a site and any other vegetation; vi. Location of building materials storage areas, cut and slash storage and route of removal; vii. Construction parking (location and amount); viii. Location of port-a-toilet; ix. Location and size of construction trailer; x. Location and methods of erosion control and methods to protect ponds, streams and wetland is applicable; xi. Location and size of trash container of enclosure and route of removal; and xii. Location of bear proof container for all food waste.



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Submitted (Office Use)	RS*	Item No	Submittal Requirements
	<input type="checkbox"/> ◆		H. Material Board. The applicant shall submit photos of proposed materials and a 2'x3' materials board with sampled of stone, siding material, colors, accent material and roofing at the time of the DRB Review for Class 3 applications. A 4'x4' stone mockup shall be constructed on site prior to commencement of stone work.
	<input type="checkbox"/> ◆	10.	A. Engineered Infrastructure Plan. The development shall include sufficient infrastructure designed by a Colorado registered professional engineer, including but not limited to vehicular and pedestrian access, mass transit connections, parking, traffic circulation, fire access, water, sewer and other utilities. i. Utility Plan. A composite utility plan showing the intended routes for providing water, sewer, electric, cable and telecommunications. ii. Availability of Water, Sewage Disposal and Utilities. The applicant shall consult with the director of the Public Works Department, San Miguel Power association and Source Gas prior to the submission of a development application to include statements from such agencies in the application on the availability of utilities to serve the intended development. iii. Access Plan. An access plan providing access to and from the site of the development shall be provided, including any needed infrastructure improvements as may be required by the Subdivision Regulations and the Road and Driveway Standards.
	<input type="checkbox"/> ◆	11.	Practicable Alternatives Analysis: For development proposing disturbance to wetlands, the general easement or slopes greater than 30%, the Town may require an applicant prepare a practicable alternative to demonstrate why it is not practicable to avoid such areas.
	<input type="checkbox"/> ◆	12.	Design Variation. If a design variation is requested pursuant to the Design Variation Process in the CDC section 17.4.11.E(5), the application shall include a detailed narrative on how such variation meets the criteria in section 17.4.11.E(5)(e).
	◆	13.	Public Improvements Cost Spreadsheet. For multi-family, mixed use or commercial development, or as otherwise required by the CDC or a development agreement, the developer shall submit a spreadsheet breaking down the cost of the construction of any public facilities or improvements that are necessary for the development, with such spreadsheet providing the line item total cost, unit type (EG. Lineal feet, cubic yards, sq. Ft.)
	<input type="checkbox"/> ◆	14.	Plan Set Sheet Requirements. All plan sets as set forth in these submittal requirements shall be formatted to have a sheet size of 24" x 36", with cover sheet providing the contact information of all plan consultants, vicinity map, and sheet index; and all sheets showing date of original plan preparation and all revision dates, sheet labels and numbers, borders, title blocks, project name, lot number, address legends. A. All plans submitted by a Colorado licensed architect. Surveyor, geologist or interior designer shall be electronically stamped and signed without a locked signature to allow for commenting on the plan sets.
	<input type="checkbox"/> ◆	15.	Licensed Architect Required. All development applications for a structure or building to be constructed, altered or modified within the town are required to be stamped by a Colorado licensed architect. If allowed by the CRS 12-25-301 et seq, the Director of Community Development may exempt a remodeling development application for this requirement, if he/she determines that such remodeling is minor in nature and without any modification to a building's mass, or for a remodeling that is simply proposing the replacement of exterior



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Submitted (Office Use)	RS*	Item No	Submittal Requirements
			materials and associated minor alterations.
	<input type="checkbox"/> <input checked="" type="checkbox"/>	16.	ePlan Submittal. All development applications shall be submitted pursuant to the ePlans submittal process as outlined in the following publication: https://townofmountainvillage.com/media/ePlans-Electronic-Submittal-and-Review.pdf

Questions and/or comments on ePlans Process can be directed to cd@mtnvillage.org or call 970-728-1392.



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TOWN OF MOUNTAIN VILLAGE FEE REQUIREMENTS ACKNOWLEDGEMENT

The Town of Mountain Village requires specific fees to be paid with a development application including legal and attorney fees associated with processing land development applications, inquiries and review. Please read and acknowledge the below fee requirement which are found at Community Development Code Section 17.4.4. General Provisions Applicable to All Development Application Classes, Section L. Fees.

L. Fees

1. Fee Schedule. The Town Council shall, from time to time, adopt a fee resolution setting forth all development application fees and associated permit fees. Fees for submittals not listed in the fee schedule resolution shall be determined by the Director of Community Development on a case-by-case basis determined by the similarity between the submittal and the development applications listed on the fee schedule together with the estimated number of hours of staff time the review of the submittal will require. No development application shall be processed, nor any development or building permits shall be issued until all outstanding fees or moneys owed by the applicant, lot owner, developer or related entity, as defined by the Municipal Code, to the Town, in any amount for any purpose, including but not limited to any fees, delinquent taxes, required Town licenses, permit fees, court fines, costs, judgments, surcharges, assessments, parking fines or attorney's fees are paid to the Town.

2. Town Attorney Fees. The applicant shall be responsible for all legal fees incurred by the Town in the processing and review of any development application or other submittal, including but not limited to any Town Attorney fees and expenses incurred by the Town in the legal review of a development application together with the legal review of any associated legal documents or issues. Legal expenses so incurred shall be paid for by the applicant prior to the issuance of any permits.

3. Property or Development Inquiries. The Town requires that Town Attorney legal fees and expenses be paid for all development or property inquiries where a legal review is deemed necessary by the Town. The developer or person making the inquiry, whichever the case may be, shall be informed of this obligation and execute a written agreement to pay such legal expenses prior to the Town Attorney conducting any legal review. A deposit may be required by the Director of Community Development prior to the commencement of the legal review.

4. Other Fees. The applicant shall be responsible for all other fees associated with the review of a development application or other submittal conducted by any outside professional consultant, engineer, agency or organization and which are deemed necessary by the Town for a proper review.

5. Recordation Fees. The Community Development Department will record all final plats, development agreements and other legal instruments. The applicant shall be responsible for the fees associated with the recording of all legal instruments.

I have read and acknowledge the fee requirements associated with my application.

11.15.2021

(signature required)

(date)



DESIGN REVIEW PROCESS APPLICATION

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970-728-1392
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DESIGN REVIEW PROCESS APPLICATION			
APPLICANT INFORMATION			
Name: Tippett Sease Baker Architecture,		E-mail Address: david@tsbarchitecture.com	
Mailing Address: 514 Cloverdale Road, Suite 5		Phone: 334-647-1314	
City: Montgomery	State: AL	Zip Code: 36106	
Mountain Village Business License Number:			
PROPERTY INFORMATION			
Physical Address: Lot 344R Rocky Road, Mountain Village, CO		Acreage: 1.752	
Zone District: Single-Family (SF)	Zoning Designations: Single-Family	Density Assigned to the Lot or Site: 1 actual unit, 4.0 person equivalents	
Legal Description: Lot 344R, Telluride Mountain Village, filing 26. (See attached title work)			
Existing Land Uses: Vacant			
Proposed Land Uses: Single family residence			
OWNER INFORMATION			
Property Owner: Melanie & Parker Duffey		E-mail Address: parker.duffey@gmail.com	
Mailing Address: 1814 Altamont Court		Phone: 702-662-7376	
City: Auburn	State: AL	Zip Code: 36830	
DESCRIPTION OF REQUEST			
Seeking approval of new single family residence. Seeking variance for 11.9% slope at straight portion of driveway and wall placement within general easement.			



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OWNER/APPLICANT ACKNOWLEDGEMENT OF RESPONSIBILITIES

I, Parker Duffey, the owner of Lot 344R (the "Property") hereby certify that the statements made by myself and my agents on this application are true and correct. I acknowledge that any misrepresentation of any information on the application submittal may be grounds for denial of the development application or the imposition of penalties and/or fines pursuant to the Community Development Code. We have familiarized ourselves with the rules, regulations and procedures with respect to preparing and filing the development application. We agree to allow access to the proposed development site at all times by members of Town staff, DRB and Town Council. We agree that if this request is approved, it is issued on the representations made in the development application submittal, and any approval or subsequently issued building permit(s) or other type of permit(s) may be revoked without notice if there is a breach of representations or conditions of approval. By signing this acknowledgement, I understand and agree that I am responsible for the completion of all required on-site and off-site improvements as shown and approved on the final plan(s) (including but not limited to: landscaping, paving, lighting, etc.). We further understand that I (we) are responsible for paying Town legal fees and other fees as set forth in the Community Development Code.

10.27.2021

Signature of Owner

Date

11.15.2021

Signature of Applicant/Agent

Date

OFFICE USE ONLY

Fee Paid:

By:

Planner:



DESIGN REVIEW PROCESS APPLICATION

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OWNER AGENT AUTHORIZATION FORM

I have reviewed the application and hereby authorize (agent *name*) David Baker
of (agent's business name) Tippett Sease Baker Architecture to be and to act as my designated
representative and represent the development application through all aspects of the development review
process with the Town of Mountain Village.

A handwritten signature in black ink, appearing to read "P. Duffey".

(Signature)

10.27.2021

(Date)

Parker Duffey

(Printed name)



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HOA APPROVAL LETTER

I, (print name) N/A, the HOA president of property located at
N/A, provide this letter as
written approval of the plans dated N/A which have been submitted to the
Town of Mountain Village Planning & Development Services Department for the proposed improvements to be
completed at the address noted above. I understand that the proposed improvements include (*indicate below*):

N/A
(Signature)

N/A
(Date)

N/A
(Printed name)

Proof of Ownership



**Land Title Guarantee Company
Customer Distribution**



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **TLR86011380-7**

Date: **06/11/2021**

Property Address: **(VACANT) ROCKY ROAD, MOUNTAIN VILLAGE, CO 81435**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

Buyer/Borrower

PARKER DUFFEY AND MELANIE DUFFEY
Delivered via: Electronic Mail

Agent for Buyer

TELLURIDE PROPERTIES
Attention: MARTY STETINA
PO BOX 37
237 S OAK ST
TELLURIDE, CO 81435
(970) 708-4504 (Cell)
(970) 728-4226 (Work)
(970) 728-3049 (Work Fax)
marty@oneillstetina.com
Delivered via: Electronic Mail

Buyer/Borrower

MELANIE DUFFEY
Delivered via: Electronic Mail

None

TELLURIDE PROPERTIES
Attention: DENISE SCANLON
PO BOX 37
237 S OAK ST
TELLURIDE, CO 81435
(970) 708-2220 (Cell)
(970) 728-4226 (Work)
(970) 728-5407 (Work Fax)
denise@oneillstetina.com
Delivered via: Electronic Mail

Seller/Owner

BAILEY INVESTMENTS, L.P.
Attention: F. KENNETH BAILEY
Delivered via: Electronic Mail

Agent for Seller

LIV SOTHEBY'S INTERNATIONAL REALTY
Attention: MATTHEW HINTERMEISTER
700 W COLORADO AVE
PO BOX 1372
TELLURIDE, CO 81435
(970) 729-1200 (Cell)
telluridebroker@aol.com
Delivered via: Electronic Mail

Agent for Buyer

TELLURIDE PROPERTIES
Attention: BRIAN O'NEILL
PO BOX 37
237 S OAK ST
TELLURIDE, CO 81435
(970) 708-5367 (Cell)
(970) 728-4226 (Work)
(970) 728-5407 (Work Fax)
brian@oneillstetina.com
Delivered via: Electronic Mail

TELLURIDE PROPERTIES

Attention: JAKE AMES
PO BOX 37
237 S OAK ST
TELLURIDE, CO 81435
(970) 728-4226 (Work)
(970) 728-5407 (Work Fax)
jake@oneillstetina.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **TLR86011380-7** Date: **06/11/2021**
Property Address: **(VACANT) ROCKY ROAD, MOUNTAIN VILLAGE, CO 81435**
Parties: **PARKER DUFFEY AND MELANIE DUFFEY**
BAILEY INVESTMENTS, L.P., A TEXAS LIMITED
PARTNERSHIP

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title insurance Fees	
"ALTA" Owner's Policy 06-17-06	\$2,825.00
Deletion of Standard Exception(s)	\$75.00
Tax Certificate	\$26.00
	Total \$2,926.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[San Miguel county recorded 02/28/2002 under reception no. 347375](#)

Plat Map(s):

[San Miguel county recorded 09/13/1996 at book 1 page 2115](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: TLR86011380-7

Property Address:

(VACANT) ROCKY ROAD, MOUNTAIN VILLAGE, CO 81435

1. Effective Date:

05/17/2021 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06

\$1,155,000.00

Proposed Insured:

PARKER DUFFEY AND MELANIE DUFFEY

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

BAILEY INVESTMENTS, L.P., A TEXAS LIMITED PARTNERSHIP

5. The Land referred to in this Commitment is described as follows:

LOT 344R, TELLURIDE MOUNTAIN VILLAGE, FILING 26, ACCORDING TO THE INSUBSTANTIAL AMENDMENT TO THE FINAL PLAT OF LOTS 341, 342, 343, 344, 350, 354, AND TRACTS 342/344 AND 350 RECORDED SEPTEMBER 13, 1996 IN PLAT BOOK 1 AT PAGE [2115](#), COUNTY OF SAN MIGUEL, STATE OF COLORADO.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: TLR86011380-7

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. (THIS ITEM WAS INTENTIONALLY DELETED)

2. RELEASE OF DEED OF TRUST DATED JULY 12, 2013 FROM BAILEY INVESTMENTS, L.P., A TEXAS LIMITED PARTNERSHIP TO THE PUBLIC TRUSTEE OF SAN MIGUEL COUNTY FOR THE USE OF JVH INTERESTS, INC., A TEXAS CORPORATION TO SECURE THE SUM OF \$600,000.00 RECORDED JULY 15, 2013, UNDER RECEPTION NO. [428962](#).

MODIFICATION AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED OCTOBER 07, 2019 UNDER RECEPTION NO. [460385](#).

3. RELEASE OF DEED OF TRUST DATED JANUARY 06, 2014 FROM BAILEY INVESTMENTS, L.P., A TEXAS LIMITED PARTNERSHIP TO THE PUBLIC TRUSTEE OF SAN MIGUEL COUNTY FOR THE USE OF GREY FOX SECURED FUNDING, LP, A TEXAS LIMITED PARTNERSHIP TO SECURE THE SUM OF \$2,184,000.00 RECORDED JANUARY 28, 2014, UNDER RECEPTION NO. [431574](#).

MODIFICATION AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED FEBRUARY 14, 2014 UNDER RECEPTION NO. [431743](#).

MODIFICATION AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED FEBRUARY 14, 2014 UNDER RECEPTION NO. [431744](#).

4. (THIS ITEM WAS INTENTIONALLY DELETED)

5. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF BAILEY INVESTMENTS, L.P., A TEXAS LIMITED PARTNERSHIP AS A LIMITED PARTNERSHIP. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

NOTE: THE PARTNERSHIP AGREEMENT FOR BAILEY INVESTMENTS, L.P., A TEXAS LIMITED PARTNERSHIP DISCLOSES FKB ENTERPRISES, L.L.C. AS THE GENERAL PARTNER AUTHORIZED TO EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

6. (THIS ITEM WAS INTENTIONALLY DELETED)

7. WARRANTY DEED FROM BAILEY INVESTMENTS, L.P., A TEXAS LIMITED PARTNERSHIP TO PARKER DUFFEY AND MELANIE DUFFEY CONVEYING SUBJECT PROPERTY.

8. EVIDENCE SATISFACTORY TO LAND TITLE GUARANTEE COMPANY THAT THE TERMS, CONDITIONS AND PROVISIONS OF THE TELLURIDE MOUNTAIN VILLAGE OWNER'S ASSOCIATION REAL ESTATE TRANSFER ASSESSMENT HAVE BEEN SATISFIED OR THAT AN EXEMPTION HAS BEEN GRANTED.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: TLR86011380-7

All of the following Requirements must be met:

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, ITEMS 1-4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT WILL BE ADDED AS EXCEPTIONS.

B. IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, ITEM 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.

C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: TLR86011380-7

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE FOLLOWING PLATS:**
#1 - TELLURIDE MOUNTAIN VILLAGE, FILING 1 RECORDED MARCH 9, 1984 IN PLAT BOOK 1 AT PAGE [476](#), AND TECHNICAL AMENDMENT CONCERNING DENSITY RECORDED FEBRUARY 12, 1990 IN BOOK 462 AT PAGE [759](#),
#2 - PLAT OF THE TOWN OF MOUNTAIN VILLAGE RECORDED OCTOBER 6, 1995 IN PLAT BOOK 1 AT PAGE [1918](#) AND OFFICIAL LAND USE AND DENSITY ALLOCATION FOR ALL LAND WITHIN THE TOWN OF MOUNTAIN VILLAGE, COLORADO RECORDED OCTOBER 6, 1995 IN BOOK 551 AT PAGE [485](#) AND AS AMENDED IN INSTRUMENT RECORDED JUNE 25, 2009 UNDER RECEPTION NO. [407544](#),
#3 - TOWN OF MOUNTAIN VILLAGE RECORDED JULY 24, 1996 IN PLAT BOOK 2 AT PAGE [2073](#), AND
#4 - THE TOWN OF MOUNTAIN VILLAGE OFFICIAL TOWN PLAT RECORDED SEPTEMBER 8, 1997 IN PLAT BOOK 1 AT PAGE [2281](#) AND THE TOWN OF MOUNTAIN VILLAGE OFFICIAL LOT LIST RECORDED SEPTEMBER 8, 1997 IN BOOK 586 AT PAGE [548](#).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: TLR86011380-7

9. RESTRICTIVE COVENANTS, FOR MOUNTAIN VILLAGE, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MARCH 9, 1984 IN BOOK 409 AT PAGE [714](#), AS AMENDED OR SUPPLEMENTED. AMENDED AND RESTATED GENERAL DECLARATION RECORDED DECEMBER 11, 2002 UNDER RECEPTION NO. [353668](#). FIRST AMENDMENT TO THE AMENDED AND RESTATED GENERAL DECLARATION RECORDED DECEMBER 09, 2009 UNDER RECEPTION NO. [410160](#). SECOND AMENDMENT TO THE AMENDED AND RESTATED GENERAL DECLARATION RECORDED MARCH 19, 2012 UNDER RECEPTION NO. [422188](#).

NOTE: UNDER THE GENERAL NOTES ON THE PLAT OF TELLURIDE MOUNTAIN VILLAGE RECORDED MARCH 9, 1984 IN PLAT BOOK 1 AT PAGE [476](#) THE TELLURIDE COMPANY RESERVES THE RIGHT TO IMPOSE ADDITIONAL RESTRICTIVE COVENANTS ON ALL LOTS IN ADDITION TO THE ONES DESCRIBED HEREIN.

NOTICE REGARDING CONTACT INFORMATION AND REAL ESTATE TRANSFER ASSESSMENT RECORDED MAY 25, 2011 UNDER RECEPTION NO. [418209](#).

10. TERMS, CONDITIONS AND PROVISIONS OF NOTICE OF WATER AND SEWER TAP FEE PAYMENT RECORDED APRIL 14, 1987 IN BOOK 435 AT PAGE [603](#), TAP FEE AGREEMENT RECORDED MAY 29, 1992 IN BOOK 492 AT PAGE [991](#), AND BY FIRST AMENDMENT TO TAP FEE AGREEMENT RECORDED DECEMBER 18, 1996 IN BOOK 573 AT PAGE [237](#), AND AS ASSIGNED BY TAP FEE ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED APRIL 29, 1999, UNDER RECEPTION NO. [326037](#).
11. TERMS, CONDITIONS AND PROVISIONS OF FACILITIES, WATER RIGHTS AND EASEMENT AGREEMENT RECORDED APRIL 27, 1992 IN BOOK 491 AT PAGE [359](#) AND AS AMENDED IN INSTRUMENT RECORDED NOVEMBER 13, 1992 IN BOOK 501 AT PAGES [433](#) AND [437](#) AND AS AMENDED IN INSTRUMENT RECORDED APRIL 26, 1993 IN BOOK 510 AT PAGE [8](#) AND AS AMENDED IN INSTRUMENT RECORDED APRIL 26, 1993 IN BOOK 510 AT PAGE [11](#) AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 24, 1996 IN BOOK 569 AT PAGE [668](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT REGARDING GENERAL EASEMENTS RECORDED MAY 21, 1996 IN BOOK 562 AT PAGE [97](#) AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 24, 1996 IN BOOK 569 AT PAGE [670](#).
13. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLATS OF:
#1 - TELLURIDE MOUNTAIN VILLAGE FILING 26 RECORDED DECEMBER 31, 1991 IN PLAT BOOK 1 AT PAGE [1229](#);
#2 - INSUBSTANTIAL AMENDMENT TO THE FINAL PLAT OF LOTS 341, 342, 343, 344, 350, 354, AND TRACTS 342/244 AND 350, FILING 26, TELLURIDE MOUNTAIN VILLAGE RECORDED SEPTEMBER 13, 1996 IN PLAT BOOK 1 AT PAGE [2115](#).
14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION #1991-87 APPROVING THE FINAL PLAT OF FILING 26, TELLURIDE MOUNTAIN VILLAGE RECORDED DECEMBER 31, 1991 IN BOOK 486 AT PAGE [101](#).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: TLR86011380-7

15. RESERVATION BY THE TELLURIDE COMPANY OF ALL OF THE RIGHTS TO MINERAL AND OIL, GAS OR OTHER HYDROCARBONS LOCATED ON, IN OR UNDER THE REAL PROPERTY, WITHOUT ANY RIGHT OF SURFACE ENTRY FOR EXPLORATION, DEVELOPMENT OR EXTRACTION. THE TELLURIDE COMPANY COVENANTS THAT IT WILL NOT MINE, EXTRACT, EXPLORE FOR OR DEVELOP ANY OF THE MINERALS, OIL, GAS OR OTHER HYDROCARBONS LOCATED ON, IN OR UNDER THE REAL PROPERTY, ALL AS CONTAINED IN INSTRUMENT RECORDED SEPTEMBER 23, 1996 IN BOOK 568 AT PAGE [23](#).
16. TERMS, CONDITIONS, RESERVATIONS AND PROVISIONS AS CONTAINED IN WARRANTY DEED RECORDED SEPTEMBER 23, 1996 IN BOOK 568 AT PAGE [23](#).
17. TERMS, CONDITIONS AND PROVISIONS OF NOTICE FILED BY SAN MIGUEL POWER ASSOCIATION, INC. RECORDED MARCH 18, 1999 UNDER RECEPTION NO. [325020](#).
18. MATTERS DISCLOSED ON IMPROVEMENT SURVEY PLAT ISSUED BY FOLEY ASSOCIATES, INC. CERTIFIED MARCH 31, 2021, JOB NO. 99128, SAID DOCUMENT STORED AS IMAGE [33301921](#).



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By



President

Attest



Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Development Narrative

TIPPETT SEASE BAKER
ARCHITECTURE

Development Narrative:

With simplicity of form, this traditional style mountain home utilizes local stone, timber structure and deep overhangs to establish a strong image and sense of place in harmony with the high-alpine environment. This two and a half story design steps with the natural topography in order to reduce the scale of the structure with no more than one and a half stories being exposed on the upper most portion on the lot. As grade falls the design capitalizes on the natural topography to maximize views of the surrounding alpine environment.

The routing of the driveway is designed to respect and blend with the existing landforms and vegetation. The drive winds through the property taking care to preserve the three wetland environments with as little disturbance to areas of 30% slope as possible. Several designs and construction techniques were explored through the process which led to the placement of walls within the general easement. These walls allow for a terraced retaining system which minimizes tree loss through construction and minimizes visual impact on neighboring properties. The deep setback allows these walls to be shrouded by tree coverage from the street with minimal projection above grade for higher properties to the south.

This continuous stone base is wrapped around the house to create a well-grounded home to withstand the extreme forces of wind, snow, and heavy rain. Forty-five percent of the house is covered in stone. This is reinforced with a stone return at the windows and doors ranging from 6" - 13 1/4". Stained cedar lap siding is applied to the first and second story to blend with the surrounding natural environment. The standing seam roof design varies in ridge lines and employs dormers to break the scale of the structure, create interest, and establish hierarchy. Exposed rafters, deep overhangs, and timber structure serve to express the function of shelter from high snow fall. Windows are designed to capitalize on views and take advantage of north and south light. Covering a total of twenty percent of the home, the windows establishing a human scale through reasonably scale and window divisions.

Description of Request:

Seeking approval for a new single family residential structure on lot 344R.
Seeking variance for 11.9% slope in straight portion of driveway.
Seeking variance for walls within the general easement.

514 Cloverdale Road Suite #5 Montgomery, AL 36106

O. 334-647-1314



Material Board

TIPPETT SEASE BAKER ARCHITECTURE

Lap Siding



- 1 x cedar lap siding with 6" exposure
- Custom opaque stain to match Sherwin-Williams Black Fox SW 7020

Stone Veneer



- +/- 5" thick local rock veneer

Wood & Glass Door



- Custom lited door with panel, mahogany
- Painted - Sherwin-Williams Black Fox SW 7020

Roof



- Bonderized standing seam metal (12:12)

Plank Door



- Random width flush vertical plank, mahogany
- Painted - Sherwin-Williams Black Fox SW 7020

Shutters



- 1 1/2" x 5 1/2" flush diagonal plank, mahogany
- Painted - Sherwin-Williams Sassy Green SW 6416

Clad Windows



- Kolbe & Kolbe clad window in Truffle