



**COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

TO: Town of Mountain Village Design Review Board

FROM: Michelle Haynes, Assistant Town Manager and Amy Ward Community Development Director

FOR: Public Hearing on December 1, 2022

DATE: November 19, 2022

RE:

1. Consideration of a Major Subdivision application to replat portions of OS-3BR-2 into Lot 109R and a portion of Lot 109R into OS-3BR-2, along with a small right of way dedication to the Mountain Village Boulevard, resulting in a net increase to OS-3BR-2, Village Center active open space of 84 square feet, decrease of Lot 109R of 175 square feet and 77 square feet dedicated to Mountain Village Boulevard, Active Open Space right of way that consists of an existing portion of the town owned bridge.
2. Consideration of a rezone of portions of tract OS-3BR-2 to 109R PUD, and portions of Lot 109R PUD to Active Open Space, Village Center, and a small tract from Lot 109R PUD to Mountain Village Boulevard, Active Open Space Right of Way.

PROJECT OVERVIEW

The applicant requests a Major PUD Amendment to the 109R Planned Unit Development (PUD) Six Senses Operator, property, formerly known as the Mountain Village Hotel PUD. This PUD was first approved in 2011, but subsequently received three PUD amendments to extend the approval to September 8, 2023. In order to bring the fourth Major PUD amendment to a first reading of an ordinance by Town Council the DRB must provide a recommendation on the major subdivision to reconfigure the boundary lines to coincide with the structure components of the proposed building, the associated rezoning of the associated major subdivision application of portions of 109R to Village Center active open space, and portions of Village Center active open space to 109R, with a small tract of 109R to be dedicated as a portion of Mountain Village Boulevard, and the final design review.

Legal Description: Lot 109R, Town of Mountain Village according to the Plat recorded on March 18, 2011 in Plat Book 1 at Page 4455, Reception No. 416994, County of San Miguel, State of Colorado

Lot OS-3BR-2, A Tract Of Land Lying In The Se Quarter Of Section 34 T43n R9w Nmpm San Miguel County Colorado Described As Follows Tract Os 3br2 Town Of Mountain Village Pl Bk 1 Pg 4455 Recpt 416994 March 18 2011 Cont 1.969 Acres Mol

Address: TBD

Owner/Applicant: Tiara Telluride, LLC

Agent: Ankur Patel & Matt Shear, Vault Home Collection

Zoning: Planned Unit Development within the Village Center, Village Center Active Open Space

Proposed Zoning: Planned Unit Development (PUD), Village Center Active Open Space & Active Open Space right of way.

Existing Use: Vacant, used for temporary surface parking, pedestrian access from See Forever to the Village Center & Village Center trash collection leased to Bruin Waste.

Table 1. 109R Original Density 109R Proposed Density

Zoning Designations	Original 109R Density	Proposed 109R Density ¹
Efficiency Lodge	66	50
Lodge	38	31
Condominiums	20	20
Employee Apartments	1	2
Employee Dormitory	0	18
Commercial Space	20,164 square feet	26,468 square feet

¹ Subject to final town council approval



Site Area: .825 acres proposed to change to .821 acres for Lot 109R.

Adjacent Land Uses:

- **North:** See Forever, Village Center
- **South:** Village Center, mixed use
- **East:** Multi-Family and Single Family, vacant
- **West:** Peaks, Village Center

RECORD DOCUMENTS

- Town of Mountain Village Community Development Code (as amended)
- Town of Mountain Village Home Rule Charter (as amended)

ATTACHMENTS

1. Applicants Subdivision Submittal
2. Existing Conditions Map
3. Proposed Replat
4. Referral Comments (same as those provided in the final DRB packet)
 - a. JD Wise, Assistant Public Works Director
 - b. Finn Kjome, Public Works Director
 - c. Lauren Kirn, Sustainability Coordinator
 - d. SGM, Town Engineering Comments



- e. Rodney Walters, Town Forester
- f. Jim Loebe, Transit Director
- 5. Public Comments
 - a. Shirana HOA, R. Connor dated 5/23/22
 - b. N. Elinoff, dated 11.17.22
 - c. Kadin, dated 11.22.22
 - d. Connor, dated 11.22.22
- 6. [Applicant Rezone Application Submittal](#) (hyperlinked to exavault folder 256 pages)

109R MOUNTAIN VILLAGE HOTEL PLANNED UNIT DEVELOPMENT HISTORY

- Lot 109R PUD was approved in 2010 by Resolution 2010-12088-31 which included a replat inclusive of Village Center open space.
- 1st amended PUD agreement via a Major PUD amendment process extended the approval to expire on December 8, 2015, approved by ordinance.
- 2nd amended PUD agreement via a Major PUD amendment process extended the approval to expire on December 8, 2022, approved by ordinance.
- 3rd amended PUD agreement via a Major PUD amendment process extended the approval to expire on September 8, 2023, approved by ordinance.

When the original PUD was approved, the following items occurred:

- ✓ The developer received 0.50 acre from the Town that was part of OS 3-BR-1.
- ✓ 0.50 acre is now part of Lot 109R.
- ✓ Town received Lot 644 in the Meadows in exchange for the land given for the development
- ✓ Cost from the Developer was \$700,000 for 1.6 acres (Lot 644)
- ✓ Density permitted by the PUD has been transferred to the site
- ✓ The property was replat into its current configuration

Table 2. Break Down of land to be added to OS-3BR-2 and to 109R from OS-BR-2, and from 109R to Mountain Village right of way

Tract	Tracts to be added to OS-3BR-2 in square feet	Tracts to be added to 109R in square feet	Include in Mountain Village Blvd Right of Way in square feet
OS-3BR-2B		234	
OS-3BR-2C		33	
OS-3BR-2D		52	
OS-3BR-2E		17	
OS-3BR-2F		803	
OS-3BR-2G		21	
OS-3B-ROW			77
OS-3BR-2B1	201		
OS-3BR-2C1	68		
OS-3BR-2D1	2		
OS-3BR-2E1	19		
OS-3BR-2F1	408		
OS-3BR-2G1	546		
TOTAL	1,244	1,160	77
NET	+84	-175	+77

Table 3. Approximate Before and After Lot Areas OS-3BR-2 and Lot 109R

Lot/Tract	Current Acreage	Current Zoning	Proposed Acreage	Proposed Zoning
OS-3BR-2	1.969	Active Open Space (Village Center)	1.967*	Active Open Space (Village Center)
Lot 109R	.825	109R PUD	.821	PUD

*TBD

OVERVIEW

On June 16, 2022 the Town Council provided consent to the major subdivision application specifically that it can include town owned portions of OS-3BR-2 for the purposes of the replat of 109R to comport with their building design. At that time the applicants represented that OS-3BR-2 would increase overall by 360 square feet and that Lot 109R would decrease by 360 square feet. Town Council agreed to the replat application with the following conditions:

- (1) [the consent] does not guarantee approval of the application.*
- (2) the developer of Lot 109R, and not the Town, shall be responsible for all costs related to the subdivision application.*

The submitted subdivision application shows a net increase in OS-3BR-2 of 84 square feet and an increase to Mountain Village Boulevard of 77 square feet and net decrease to 109R by 175 square feet above half of that previously represented. The applicant can better address why the resulting land area to the town decreased between June and today.

Major Subdivision Request

A summary of the resulting land area is described above. The applicant also intends to use portions of OS-3BR-2 near the town trash shed and Shirana for the following uses:

1. vehicular and pedestrian access (valet and back of house uses)
2. above grade and below grade utilities
3. permanent snow melt boilers co-located in the rebuilt town village center trash shed
4. mechanical room beneath the fire lane
5. The vehicular access area snowmelted beneath OS-3BR-2

and to the northeast on OS-3BR-2:

1. access stairs to and from the building and into the Village Center pedestrian core from Mountain Village Boulevard
2. building egress

This use would be allowed, with Town Council approval, with associated easement and use agreements.

Additionally, the applicant is proposing to extend areas of the 109R garage sub-grade below town owned portions of OS-3BR-2 to allow for:

1. parking
2. a mechanical room
3. additional back of house

The below grade expansion plan can be shown on the final design review plans. The subgrade areas will also require town council approval and the associated legal instruments related to use, liability and maintenance.

Finally, the DRB drawings indicate a number of other building encroachments related to the town right of way and the OS-3BR-2 plaza areas. These encroachments should be viewed

The proposed PUD amendment recognizes that the town gave the original PUD developer .5 acres of village center open space to use in replatting lot 109R in its current configuration, and in exchange, the town received Lot 644 in the Meadows as consideration for the land contribution to 109R as approved in 2011.

EASEMENTS

There are a number of associated easements on the property that need to be terminated, modified or executed with the proposed new development plan that is being processed as a fourth PUD amendment and would be reflected on the final replat, or amended plat as necessary. Here is the list of existing easements on the property. The applicant has noted those to be patially terminated and relinquished (noted as to be amended) which is reflected below:

1. **Pedestrian** Access Easement Agreement between 109R and John E. and Alice L. Butler Trust at reception no. 397446.
2. Non-exclusive **pedestrian** access easement by the Telluride Company at reception No 416994 and 416997
3. Terms, conditions, provisions, agreements, easements and obligations contained in the License Agreement (**Utilities**) recorded March 18, 2011 at Reception No. 416999. **To be amended.**
4. Terms, conditions, provisions, agreements, easements and obligations contained in the Easement Agreement (**Plaza Usage**) recorded March 18, 2011 at Reception No. 417000. **To be amended.**
5. Terms, conditions, provisions, agreements, easements and obligations contained in the Easement Agreement (**Permanent Structures**) recorded March 18, 2011 at Reception No. 417001. **To be amended.**
6. Terms, conditions, provisions, agreements, easements and obligations contained in the Easement Agreement (**Vehicular Access**) recorded March 18, 2011 at Reception No. 417002. **To be amended.**
7. Terms, conditions, provisions, agreements, easements and obligations contained in the Easement Agreement (**Mountain Village Boulevard Work**) recorded March 18, 2011 at Reception No. 417003. **To be amended.**
8. Terms, conditions, provisions, agreements, easements and obligations contained in the Easement Agreement (**Utilities**) recorded March 18, 2011 at Reception No. 417004. **To be amended.**

The prior approval indicated that the See Forever pedestrian and maintenance access easement would be executed with the condominium documents. This easement would also need to be executed prior to issuance of a Certificate of Occupancy for any new development on Lot 109R.

The Town has identified that the following easements would need to be amended or executed:

- See Forever pedestrian and maintenance access – benefitting the town
- Plaza Use - benefits 109R on town property (noted above)
- Building Maintenance – benefits 109R on town property
- Access Easement – vehicular, pedestrian and back of house (noted above)
- Trash Enclosure – co-locating Lot 109R boilers

- Snowmelt use, billing and maintenance for plaza areas as well as the sidewalk
- Construction Staging – temporary use, layback or temporary/permanent shoring
- Permanent Utilities above grade or below grade utilities, infrastructure or other items owned by 109R located on OS-3BR-2 if approved by Council
- Sub-grade permanent use for parking, back of house and a mechanical room on town owned property
- Maintenance an ownership of stairs and necessary building egress on town owned property
- Town sewer and storm drain through the garage and associated agreement related to ownership and maintenance. Our engineers recommend the property owner have full responsibility for the utilities and that they be inspected periodically by the town.

Fully identifying those easements that need to be amended, created and terminated will be required when the major subdivision application goes to Town Council.

PUBLIC IMPROVEMENTS AND A PUBLIC IMPROVEMENTS AGREEMENT

The major subdivision and associated requirements and conditions will be integrated into the overall PUD amendment inclusive of public improvements, a public improvements agreement, subdivision improvements and a subdivision improvements agreement as needed. The applicants have provided a public improvements spreadsheet consistent with the major subdivision requirements and public improvements identified through the PUD development review process. The public works director noted that Mountain Village Boulevard from the intersection with Country Club Drive to the upper northeast section of the Blvd will need to be completely overlaid with new asphalt.

Engineered public improvements in plan and profile are required to be approved by the town prior to the final PUD approval inclusive of the engineered snowmelt system and boilers.

REFERRAL COMMENTS

Six written referral comments are provided in the packet. In addition, a few comments are summarized below:

- The fire department indicated that no new fire hydrants are needed associated with the subdivision, that five fire hydrants are available currently and meeting requirements. **The fire lane width shown in the plan is also adequate.**
- Safety lighting may be required associated with the new snowmelted sidewalk along Mountain Village Boulevard and similar public improvement areas consisting of new sidewalks (near Shirana for example). The town will collaborate as to the lighting specifications whether street-lights or bollards prior to issuance of a building permit. Mountain Village Blvd will be required to be asphalted for the areas adjacent to Lot 109R from the intersection with County Club Drive.
- If utilities are relocated onto town property, including in the road right of way, repaving and/or restoring those areas will be a requirement and associated with the public improvements agreement.
- Town utilities routed through the garage will need ownership and use agreements in place prior to approval of the final PUD amendment by Town Council as draft agreements.
- Power needs are being discussed on December 1, 2022 with SMPA globally for the north village center that includes future power uses for 109R, 161CR/Pond Lots and the existing developments. This should inform placement of transformers more broadly.

SUBDIVISION PURPOSE AND INTENT found at CDC Section 17.4.13

A. *Purpose and Intent.* The purpose and intent of the Subdivision Regulations is to:

1. Provide for the orderly, integrated and efficient development of the Town;
2. Provide safe, adequate and efficient pedestrian and vehicular traffic systems and circulations;
3. Ensure the provision of adequate and efficient water, sewer and fire fighting infrastructure;
4. Avoid land with geologic hazards, such as flooding, debris flows, soil creep, mud flows, avalanche and rockfall;
5. Encourage the well-planned subdivision of land by establishing standards for the design of a subdivision;
6. Improve land records and survey monuments by establishing standards for surveys and plats;
7. Coordinate the construction of public facilities with the need for public facilities;
8. Provide and ensure the maintenance of open space and parks;
9. Provide procedures so that development encourages the preservation of ridgelines, steep slopes, perennial streams, intermittent streams and wetlands or similar geologic features;
10. Promote the health, safety and general welfare of the residents of the Town;
11. Promote and implement the Comprehensive Plan;
12. Promote more efficient use of land, public facilities and governmental services; and
13. Encourage integrated planning in order to achieve the above purposes.

SUBDIVISION CRITERIA FOR DECISION 17.4.13.E.

1. *Major Subdivisions.* The following criteria shall be met for the review authority to approve a major subdivision:

- a. The proposed subdivision is in general conformance with the goals, policies and provisions of the Comprehensive Plan;

This property has been identified as a mixed use hotel property and PUD since 2011. There are no site specific principles, policies or actions associated with Lot 109R. The PUD amendment should otherwise be consistent with the existing approved PUD uses.

- b. The proposed subdivision is consistent with the applicable Zoning and Land Use Regulations and any PUD development agreement regulating development of the property;

This is being met, consistent with the submitted CDC applications.

- c. The proposed density is assigned to the lot by the official land use and density allocation, or the applicant is processing a concurrent rezoning and density transfer;

This is being processes consistent with the PUD amendment application in process.

- d. The proposed subdivision is consistent with the applicable Subdivision Regulations;

This is being met the issues to be addressed by Council are uses on town owned property like access, circulation and utilities.

- e. Adequate public facilities and services are available to serve the intended land uses;

This has been demonstrated, except location of associated utilities on town property is to be determined, and has been proposed by the applicant.

f. The applicant has provided evidence to show that all areas of the proposed subdivision that may involve soil or geological conditions that may present hazards or that may require special precautions have been identified, and that the proposed uses are compatible with such conditions;

A geotechnical report has been provided.

g. Subdivision access is in compliance with Town standards and codes unless specific variances have been granted in accordance with the variance provisions of this CDC; and

This is under review with the major PUD amendment application.

h. The proposed subdivision meets all applicable Town regulations and standards.

Except for those otherwise varied by the PUD amendment application.

SUBDIVISION DESIGN STANDARDS AND GENERAL STANDARDS [17.4.13.F.](#)

Staff will make notes in bold highlight.

1. Lot Standards.

a. *Minimum Frontage.* Each lot shall provide frontage onto a Town right-of-way, access tract or other public easement. The minimum frontage shall be fifty (50) feet to the extent practical.

i. Village Center lots are exempt from this requirement. – **this is being met.**

ii. Condominium maps, townhouse plats and amendments to such maps or plats are exempt from this requirement. **n/a**

b. *General Vehicular and Utility Access.* Each lot shall have access that is sufficient to afford a reasonable means of ingress and egress for utilities and emergency vehicles as well as for all traffic requiring access to the property and its intended use. Such access shall be provided either by a public or private street or by driveway, as applicable, meeting the requirements of the Town road and driveway standards contained in and the applicable requirements of the Subdivision Regulations.

The applicants were required to integrate a circulation analysis as it related to use and access from Mountain Village Boulevard for back of house and valet uses on town owned OS-3BR-2. The fire lane width and grade was deemed acceptable by the fire marshal. Sight line concerns associated with the proposed improvements on OS-3BR-2 are discussed in the design review memo.

i. *Driveway Allowed.* **n/a**

ii. *Public or Private Street Required.* A public or private street meeting the requirements of the CDC shall be provided for all subdivisions that do not meet the criteria in section i above. **n/a**

c. *Minimum Lot Size.* Every subdivision shall provide for lot sizes that are in general conformance with either the surrounding lot sizes for related land uses, or the lot sizes envisioned in the Comprehensive Plan. Each lot shall contain sufficient land area to be buildable given the intended use and the requirements of the CDC. **This requirement is being met**

d. *Solar Access.* To the extent practical, all lots in a subdivision shall be designed to have solar access. **This is being reviewed with design review.**

e. *General Easement.* Each lot shall provide for a sixteen (16) foot, general easement that is consistent with the general easement requirements set forth in the Zoning and Land Use Regulations. **Not applicable to lots in the Village Center.**

f. *Design of Lots.* The lengths, widths and shapes of lots shall be designed with the following considerations:

- i. Development patterns envisioned in the Comprehensive Plan;
- ii. Limitations and opportunities of topography;
- iii. Convenient and safe access and circulation, including public, emergency, construction, maintenance and service access;
- iv. Provision of adequate building area on each lot that meets the requirements of the Subdivision Regulations and the CDC; and
- v. Availability of utility service and utility system design and capacity.

2. *Environmental Standards.*

a. *Protection of Distinctive Natural Features.* To the extent practical, subdivisions shall be designed to protect and preserve distinctive natural features, such as ridgelines, steep slopes, perennial streams, intermittent streams and wetland areas. Such areas shall be left in their natural state and protected by either the use of disturbance envelopes, the establishment of open space lots where development is prohibited or some other protective measures acceptable to the review authority.

b. *Designing Subdivisions to Fit the Topography of the Land.* To the extent practical, subdivisions shall be designed so that the layout of lots, the placement of building envelopes, the alignment of roads, trails, driveways, walkways and all other subdivision features shall utilize a design philosophy that generally reflects the existing natural topographic contours of the property.

c. *Areas Subject to Environmental Hazard.* Lots proposed for development and access roads to such development shall avoid areas subject to avalanches, landslides, rockfalls, mudflows, unstable slopes, floodplains or other areas subject to environmental or geologic hazards unless these hazards are mitigated to the satisfaction of the review authority. All mitigation measures shall be designed by a Colorado professional engineer. To the extent identified hazards cannot be mitigated to the satisfaction of the review authority, the subdivision plat shall reflect those areas as nondevelopable.

3. *Drainage.* Subdivision drainage shall be designed and constructed in accordance with the drainage design standards. **This is being reviewed consistent with the design application.**

G. *Fire Protection.*

1. *Water Supply and Fire Flow.* Water supply and fire flow requirements for all buildings in a subdivision shall comply with all requirements of the Fire Code. **The applicants have demonstrated this is adequate.**

2. *Hydrants.* Fire hydrants shall be provided in accordance with the Fire Code. **No new fire hydrants were identified to be provided with this subdivision.**

3. *Fuel Reduction Plans/Forest Management Plans.* Fire mitigation and forest management plans to reduce fire hazards and improve forest health may be required by the review authority for subdivisions that include forested or treed areas.

The town forester provided comment with the final design review.

4. *Installation of Facilities.* When fire protection facilities are required by the Town to be installed by the developer, such facilities, including but not limited to all surface access roads necessary for emergency access, water supply and fire hydrants shall be installed and made serviceable prior to and shall remain serviceable at all times during any construction within the subdivision.

H. *Street Improvements.* As a condition of approval of any subdivision, the developer shall be required to provide and/or construct the following improvements and any improvements specified in a PUD development agreement:

1. *Access Plan Required.* As part of any plat submittal, the developer shall include a preliminary road and/or driveway layout (as applicable) and shall identify approximate grades, cuts and fills.

This is provided with the final design review application.

a. The developer shall indicate the intended means of providing access to each lot in the proposed subdivision and prepare engineered access plans for such access consistent with the Subdivision Regulations and the other applicable provisions of this CDC.

b. The extent of the easements or rights-of-way proposed to be acquired shall be sufficient to demonstrate the ability to construct an access road meeting Town road and driveway standards for the proposed subdivision.

2. *Construction of New Streets and Bridges Within the Subdivision.* The developer shall be responsible for the construction of all new public or private streets or driveways and any new bridges in accordance with the design and construction standards in the Town road and driveway standards. **It is unclear whether with the new sidewalk that will span the existing town bridge whether improvements to the bridge are needed. With additional civil design work this should be understood better.**

3. *Construction of New Streets and Bridges Outside of the Subdivision.* The developer shall be responsible for the construction of streets and any bridges outside the subdivision necessary to establish a connection between the subdivision and the existing street system, with the design and construction standards in accordance with Town road and driveway standards. **The applicants are making improvements to Mountain Village Boulevard that include a snowmelted sidewalk and possible improvements to the bridge, if identified.**

4. *Upgrading of Existing Intersections.* Where existing intersections provide access between the subdivision and the existing intersections have a level of service of D or below, as indicated

by a traffic study, due to the added traffic of the new subdivision, the developer may be required by the Town to improve the intersection to achieve a level of service of C or above, as indicated by a traffic study, or to provide a proportional share of funding for such improvements as determined at the time of subdivision review. **Traffic and circulation is being assessed as it relates to back of house and all uses on OS-3BR-2.**

5. *Pedestrian Connections.* The developer shall be responsible for all pedestrian access as required by the Subdivision Regulations, Town road and driveway standards, or the Comprehensive Plan.

Pedestrian connections are critical as the applicant has an obligation per the CDC to provide snowmelt and improve adjacent public plaza areas.

6. *Drainage Improvements.* The developer shall be responsible for the all improvements as required by the drainage design standards, including but not limited to street drainage, required detention or retention; all of which may include, by means of example, culverts, drainage pans, inlets, curbs and gutters, weirs, etc. Required detention or retention systems for drainage from each lot in a subdivision can also be required for each lot in a subdivision with the required Design Review Process as a plat note, if the Town determines that there is sufficient lot area for such systems and the intended development, and if the subdivision improvements are providing proper drainage as required by these regulations. **This is being addressed with the design review application.**

7. *Traffic Control and Safety Devices.* The developer shall be responsible for the traffic control devices and crosswalks in conformance with the criteria contained in the Manual of Uniform Traffic Control Devices, including but not limited to signs and signals, street name signs, striping and pedestrian signage. **The town may require pedestrian crossing striping or other measures to be identified prior to final PUD approval. The traffic study may have addressed such traffic and safety devices.**

8. *Other Improvements.* The developer shall be responsible for any street improvement associated with a proposed subdivision that is not otherwise set forth in this section or, when a PUD, and this CDC or the Comprehensive Plan requires additional improvements in connection with a subdivision, the developer shall comply with those requirements.

9. *Maintenance of Improvements.* The developer shall be responsible for obligations relative to the maintenance of the improvements required by this section which shall be determined during the subdivision development review process. The developer may be required to provide for private maintenance of the improvements, if the improvements within the right-of-way are not accepted for maintenance by the Town or if the Town requires the maintenance of a street that is intended to serve primarily two (2) or less lots. In the event a developer desires to construct improvements that exceed Town design requirements, the developer may be required by the Town to pay for the maintenance of such improvements.

I. *Water, Sewage Disposal and Utilities.*

1. *Evidence of Adequate Water and Sewer.* The developer shall consult with the Director of Public Works on water and sewer availability prior to submitting a subdivision application. The subdivision application shall include a statement from the Director of Public Works indicating that adequate water and sewer capacity exist to serve the intended uses, and that the developer has consulted with the Public Works Department in the design of the water and sewer system and all proposed connections.

2. *Water and Sewer System Design.* The proposed water and sewer system shall be designed in accordance with Town Water and Sewer Regulations.

3. *Other Utility Systems Design.* The developer shall submit a composite utility plan that meets the design requirements of other required utility agencies, including but not limited to Mountain Village Cable, San Miguel Power Association, Source Gas and Century Link or any successors or assigns of such entities.

a. The developer shall submit evidence that provision has been made for facility sites, easements and rights of access for electrical and natural gas utility service sufficient to ensure reliable and adequate electric or, if applicable, natural gas service for any proposed subdivision. Submission of a letter of agreement between the developer and utility serving the site shall be deemed sufficient to establish that adequate provision for electric or, if applicable, natural gas service to a proposed subdivision has been made.

4. *Utility Design Standards.* All utilities shall be located underground, including but not limited to all utility stub outs, unless located in a pedestal, transformer or other required above-grade utility structure.

a. All above ground utility stub outs shall be located within pedestals that are painted to match the natural or man-made backdrop.

b. The review authority may require that an approved above-ground utility feature be screened or buffered from surrounding area development.

c. All freestanding electric, gas or other meters needed for a common utility shall be appropriately screened or buffered from all public rights-of-way.

5. *Required Utility Improvements.* As a condition of approval of any subdivision, the developer shall be required to provide the following water, sewage disposal and utility improvements:

a. *Water Systems:* Construction of water system improvements required to serve the subdivision shall include the following:

i. All water mains within the boundaries of the subdivision;

ii. Water mains necessary to connect the subdivision with any existing water system intended to provide service to the subdivision;

iii. All water system improvements required by Town Water and Sewer Regulations;

iv. Pump stations needed for operation of the water system; and

v. Individual service lines stubbed to each property lot line.

b. *Sewer Systems:* Construction of sewage disposal system improvements shall include the following:

i. All sewer mains within the boundaries of the subdivision;

- ii. Sewer mains necessary to connect the subdivision with any existing sewer system intended to provide service to the subdivision;
 - iii. Lift stations needed for operation of the disposal system; and
 - iv. Individual service lines stubbed to each property lot line.
- c. Other Utilities: Construction of electric lines, gas lines, cable lines or fiber optics as required by the various utility providers.

J. Required Dedications and Easements.

1. *Dedication of Public and Private Streets, Sidewalks or Trails.* All streets, sidewalks and trails located within a subdivision shall be dedicated to the Town as public rights-of-way for access, utilities, snow storage, drainage and related infrastructure uses regardless of whether maintenance is to be public or private. Right-of-way dedications for public and private streets shall conform in width to the requirements of the Town road and driveway standards, including sufficient width to include all drainage improvements, associated cut and fill slopes, intersections, curb returns, snow storage, retaining walls and other road appurtenances.

2. *Platting of Easements for Private Accessways.* Easements shall be platted for all common and shared driveways, parking areas, alleys or other common accessways. Easements for common accessways shall include, at a minimum, two (2) feet on either side of the required width of the travel surface in addition to the area determined to be necessary for snow storage, any associated cut and fill slopes and any drainage improvements.

a. Public use of private streets, driveways and other common accessways shall be allowed in those instances where there is a commercial or other public facility located on the affected lot.

3. *Utility Easements.* The developer shall grant easements to the Town and applicable utility providers in such form as shall be required by the Town and the applicable utility provider.

4. *Ski-in/Ski-Out Easements.* In the case of newly created lots that are adjacent to an existing ski run where ski-in and ski-out access is desired by the developer or envisioned by the Comprehensive Plan, the developer shall secure a ski-in/ski out easement from the current ski resort operator, which easement shall be noted on the plat of the subdivision.

K. *Maintenance of Common Areas.* The developer shall enter into a covenant running with the development, in a form acceptable to the Town Attorney that shall include provisions guaranteeing the maintenance of common areas and improvements.

ANALYSIS

Staff generally has no issue with the requests to change boundaries and lot areas between Lot 109R and OS-3BR-2, as the applicants are trying to align the lot with their zero lot line design, although the process to achieve this end is detailed balanced against the small amount of land area being exchanged. The associated necessary easements and uses on town property are of concern to town staff because these uses and easements will encumber town property in perpetuity, and limit our own potential use of these lands, for the sole benefit of the developer. The applicant and town need to be thoughtful as to the placement of utilities on town property as it will otherwise restrict the use. Staff recommends the Town Council consider adequate compensation for these uses and easements. Other areas of concern are summarized in the recommended conditions, if approved, below.

B. REZONING

If the boards approve the major subdivision then the following tracts will need to also be rezoned accordingly:

Tract	Tracts to be added to OS-3BR-2 in square feet	Tracts to be added to 109R in square feet	Include in Mountain Village Blvd Right of Way in square feet	Current Zoning	Proposed Zoning
OS-3BR-2B		234		AOS Village Center	PUD
OS-3BR-2C		33		AOS Village Center	PUD
OS-3BR-2D		52		AOS Village Center	PUD
OS-3BR-2E		17		AOS Village Center	PUD
OS-3BR-2F		803		AOS Village Center	PUD
OS-3BR-2G		21		AOS Village Center	PUD
OS-3B-ROW			77	PUD	AOS Right of Way
OS-3BR-2B1	201			PUD	AOS Village Center
OS-3BR-2C1	68			PUD	AOS Village Center
OS-3BR-2D1	2			PUD	AOS Village Center
OS-3BR-2E1	19			PUD	AOS Village Center
OS-3BR-2F1	408			PUD	AOS Village Center
OS-3BR-2G1	546			PUD	AOS Village Center
TOTAL	1,244	1,160	77		
NET	+84	-175	+77		

REZONE CRITERIA

Criteria for Decision. The following criteria shall be met for the review authority to approve a rezoning development application:

- a. The proposed rezoning is in general conformance with the goals, policies and provisions of the Comprehensive Plan;

As it is a PUD amendment, there were no site-specific principles, policies and actions in the Comprehensive Plan, but has been approved for a mixed use hotel since 2011. The existing use is consistent with its intended use.

- b. The proposed rezoning is consistent with the Zoning and Land Use Regulations;

Except as requested to be varied by the PUD amendment.

- c. The proposed rezoning meets the Comprehensive Plan project standards (CDC 17.4.12.H);
1. Visual impacts shall be minimized and mitigated to the extent practical, while also providing the targeted density identified in each subarea plan development table. It is understood that visual impacts will occur with development.

The proposed density is similar to the original PUD approval. The height is proposed as the same height consistent with the existing PUD development agreement.

2. Appropriate scale and mass that fits the site(s) under review shall be provided.

This is being reviewed by the Design Review Board.

3. Environmental and geotechnical impacts shall be avoided, minimized and mitigated, to the extent practical, consistent with the Comprehensive Plan, while also providing the target density identified in each subarea plan development table.
4. Site-specific issues such as, but not limited to the location of trash facilities, grease trap cleanouts, restaurant vents and access points shall be addressed to the satisfaction of the Town.

This is still in review with the application.

5. The skier experience shall not be adversely affected, and any ski run width reductions or grade changes shall be within industry standards.

n/a

- d. The proposed rezoning is consistent with public health, safety and welfare, as well as efficiency and economy in the use of land and its resources;
- e. The proposed rezoning is justified because there is an error in the current zoning, there have been changes in conditions in the vicinity or there are specific policies in the Comprehensive Plan that contemplate the rezoning; **n/a**
- f. Adequate public facilities and services are available to serve the intended land uses;

Town Council needs to weigh in on use of town property for the benefit of the proposed development below grade and above grade. Compensation could be considered.

g. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and

This needs to be further demonstrated through the PUD amendment process.

h. The proposed rezoning meets all applicable Town regulations and standards.

Yes except as otherwise requested to be varied by the PUD amendment process.

The proposed rezoning will be necessary to create uniform and distinctive zoning between the property and town OS-3BR-2 property.

REZONE ANALYSIS

Staff recommends if the major subdivision is recommended for approval, the associated rezoning is necessary.

MAJOR SUBDIVISION RECOMMENDED MOTION

If the DRB moves to recommend approval to Town Council please consider the following approval motion with conditions:

I move to recommend to Town Council approval of the major subdivision plat to replat portions of OS-3BR-2 into Lot 109R and portions of Lot 109R into OS-3BR-2, along with a small right of way dedication to the Mountain Village Boulevard, resulting in a net increase to OS-3BR-2, Village Center active open space of 84 square feet, decrease of Lot 109R of 175 square feet and 77 square feet dedicated to Mountain Village Boulevard, Active Open Space right of way that consists of an existing portion of the town owned bridge with the findings as outlined in the staff memo and conditions as listed:

- 1. Prior to recording, the final form of the plat shall be subject to staff review and approval and shall depict the entirety of the OS-3BR-2R parcel, including any prior adjustments associated with the 161CR replat, and the newly-created parcels to be conveyed to the Town shall be merged into the larger OS-3BR-2R parcel.*
- 2. The major subdivision plat must be recorded prior to issuance of a building permit.*
- 3. A public improvements agreement will be executed separately or integrated into the PUD amendment approved legal documents as determined by the town attorney and consistent with CDC Section 17.4.3.L Public Improvements Policy.*
 - a. Include new asphalt from the intersection with County Club Drive and Mountain Village Boulevard to the end of the project in the public improvement spreadsheet and agreement.*
- 4. Address referral comments provided by the Town Engineer, SGM dated 11.6.22 to the satisfaction of the town as it relates to easements, utilities, access and associated construction mitigation.*

5. *Engineered public improvements in plan and profile are required to be approved by the town prior to the final PUD approval inclusive of and not limited to the sidewalks and stair on OS-3BR-2, and an engineering report demonstrating boiler capacity, numbers and size to adequately serve the intended snowmelt areas.*
6. *All easements to be created, modified or terminated between the town and the owner need to be better identified prior to the application going to Town Council, inclusive of identifying the timing triggers e.g. of those to be executed with the plat, prior to building permit and/or with the project condominium documents.*
7. *Finalized and executed easements will need to be recorded concurrently with the subdivision plat unless the PUD agreement outlines and/or identifies an alternative timeline for execution and/or recordation of specific easement agreements, as needed.*
 - a. *Town sewer and storm drain through the garage and associated agreement related to ownership and maintenance. Our engineers recommend the property owner have full responsibility for the utilities and that they be inspected periodically by the town*
8. *As part of the building permit application, the developer shall submit a utility relocation plan to relocate the existing utilities and a utilities management plan that will manage the relocation of utilities and any possible interruption of service during construction.*
9. *Any utility lines that are abandoned and not relocated shall be remediated appropriately by the developer in accordance with the conditions of the building permit issued for the property.*
10. *Permanent monuments on the external boundary of the subdivision shall be set within thirty (30) days of the recording of the Property Replat. Block and lot monuments shall be set pursuant to C.R.S. § 38-51-101. All monuments shall be located and described. Information adequate to locate all monuments shall be noted on the Property Replat.*
11. *Integrate any recommended traffic safety devices or crossings pursuant to the traffic, impact and sight line study provided or as determined by the public works director.*
12. *The applicant is responsible for all fees associated with the replat that includes portions of OS-3BR-2, town owned Village Center open space property.*
13. *Town Staff will review and must approve the final proposed Property Replat to verify consistency with CDC Section 17.4.13.N. Plat Standards and Section 3. Plat Notes and Certifications and provide redline comments to the Developer prior to execution of the final mylar.*
14. *Town Staff has the authority to provide ministerial and conforming comments on the mylar prior to recordation of the Property Replat.*
 - a. *Revise the plat to indicate that tract OS-3BR-ROW will be a right of way road dedication integrated into Mountain Village Boulevard.*
 - b. *The developer shall amend the density table and zoning on the face of the final plat prior to recordation consistent with the final approved PUD amendment.*
15. *All recording fees related to the recording of the Property Replat in the records of the San Miguel County Clerk and Recorder shall be paid by the Developer.*

16. *The Developer will work with Town Staff and San Miguel County's Emergency Management Coordinator to create a street address for the Property consistent with applicable regulations.*
17. *If the PUD amendment is not approved, the major subdivision approval shall become null and void as the subdivision boundaries are premised upon the final design review consistent with the PUD Amendment application.*
18. *The Developer shall be responsible for any additional street improvements that may be determined necessary by the Town following the Town's review of final construction drawings for the project described in the PUD Amendment Application, and Town Staff shall have authority to enter into an amendment to the Development Agreement to provide for any such additional street improvements and security therefor; provided, however, if the Developer disagrees with Town Staff's determination on this subject then the matter may be presented to Town Council for a decision by motion at a duly-noticed public meeting without the need to revise the PUD Amendment Approval Ordinance or this Resolution.*
19. *All representations of the Developer, whether within the Subdivision Application materials or made at the DRB or Town Council meetings, are conditions of this Subdivision Approval.*

If the DRB decides to continue the application the following motion can be utilized:

I move to continue the recommendation to Town Council to the [insert DRB meeting date specific here] to replat portions of OS-3BR-2 into Lot 109R and a portion of Lot 109R into OS-3BR-2 resulting in a net increase to OS-3BR-2, Village Center active open space of 84 square feet and decrease of Lot 109R of 175 square feet and to dedicate a portion of Lot 109R to the Mountain Village right of way.

If the DRB decides to recommend denial to the Town Council, the following motion can be utilized:

I move to recommend denial of the major subdivision application to replat portions of OS-3BR-2 into Lot 109R and a portion of Lot 109R into OS-3BR-2 resulting in a net increase to OS-3BR-2, Village Center active open space of 84 square feet and decrease of Lot 109R of 175 square feet and to dedicate a portion of Lot 109R to the Mountain Village right of way.

[insert findings here]

REZONE RECOMMENDED MOTION

If the DRB recommends approval of the major subdivision then, staff recommends the proposed rezoning also be approved.

I move to recommend approval to the Town Council to rezone the following identified tracts as outlined in the table below and with the following conditions:

Tract	Tracts to be added to OS-3BR-2 in square feet	Tracts to be added to 109R in square feet	Include in Mountain Village Blvd Right of Way in square feet	Current Zoning	Proposed Zoning
OS-3BR-2B		234		AOS Village Center	PUD

OS-3BR-2C		33		AOS Village Center	PUD
OS-3BR-2D		52		AOS Village Center	PUD
OS-3BR-2E		17		AOS Village Center	PUD
OS-3BR-2F		803		AOS Village Center	PUD
OS-3BR-2G		21		AOS Village Center	PUD
OS-3B-ROW			77	PUD	AOS Right of Way
OS-3BR-2B1	201			PUD	AOS Village Center
OS-3BR-2C1	68			PUD	AOS Village Center
OS-3BR-2D1	2			PUD	AOS Village Center
OS-3BR-2E1	19			PUD	AOS Village Center
OS-3BR-2F1	408			PUD	AOS Village Center
OS-3BR-2G1	546			PUD	AOS Village Center
TOTAL	1,244	1,160	77		
NET	+84	-175	+77		

1. The approved rezone shall be reflected on a map reflecting the new zoning and associated boundaries, to be provided with the first reading of an ordinance before Town Council.
2. A rezone shall not become effective until thirty (30) days following adoption of the rezoning ordinance.
3. Town staff shall update the official zoning map as soon as practicable following the effective date of the rezoning.
4. All representations of the Developer, whether within the rezone application materials or made at the DRB or Town Council meetings, are conditions of this rezone approval.

If the DRB proposes a continuance

I move to recommend a continuance of the recommendation to the Town Council to rezone the following identified tracts as outlined in the table above to the [insert DRB meeting date here]

If the DRB recommends to the Town Council denial

I move to recommend denial to Town Council to rezone the following identified tracts as outlined in the table above with the following findings:

[insert findings here]

Major Subdivision Application – Development Narrative
Lot 109R and OS-3-BR-2, Town of Mountain Village, San Miguel County, Colorado

Submitted October 21, 2022

This development narrative (this “**Development Narrative**”) is submitted in connection with that certain Major Subdivision Application (“**Application**”) submitted by Tiara Telluride, LLC, a Colorado limited liability company (“**Tiara**”) with respect to Lot 109R (“**Lot 109R**”) and portions of Tract OS-3-BR-2 (“**OS-3BR-2**” or the “**Town Open Space Parcel**”), Town of Mountain Village, San Miguel County, Colorado, according to the plat recorded in the office of the Clerk and Recorder of San Miguel County (the “**Clerk’s Office**”) March 18, 2011 at Plat Book 1, Page 4455, Reception No. 416994 (the “**2011 Replat**”). Tiara is the current owner of Lot 109R. The Town of Mountain Village (the “**Town**”) is the owner of Tract OS-3-BR-2. A depiction of Lot 109R and OS-3-BR-2 from the 2011 Replat is attached to this Development Narrative as Exhibit A.

The Town Council approved a PUD development for a project (the “**Project**”) on Lot 109R (the “**Lot 109R PUD**”) by *Resolution of the Town of Mountain Village, Mountain Village, Colorado, Approval of Final Planned Unit Development Application, Mountain Village Hotel Planned Unit Development, Resolution No. 2010-1208-31*, recorded in the Clerk’s Office on December 10, 2010 under Reception No. 415339 (as amended, the “**PUD Approval**”). A Major PUD Amendment Application (the “**PUD Amendment Application**”) and Design Review Process Application for Lot 109R was submitted earlier this year. The Town’s OS-3BR-2 is zoned Full Use, Ski Resort Active Open Space.

Development Narrative

I. Outline of the Request -- Adjustments in Boundaries of Lot 109R and OS-3-BR-2 (and Related Conveyances). Based on the plans for the development of the property approved by the PUD Approval, the lots within the boundaries of the plan were replatted by the 2011 Replat into Lot 109R, owned by the Original Developer, and OS-3-BR-2, owned by the Town. Note 12 of the 2011 Replat states:

Lot 109R has been configured so that the boundary lines of Lot 109R will coincide with the structural components of the proposed building in the Project.

Tiara proposes a new design for the Project with a more rounded shape sensitive to the topography of the land and surrounding properties within the Village Center. In order to accommodate this new shape and maintain compliance with the Town policy captured in the above Note, Tiara proposes the boundary adjustments shown on the Replat and Rezone of Lot 109R, Tract OS-3BR-2B, Tract OS-3BR-2C, Tract OS-3BR-2D, Tract OS-3BR-2E, Tract OS-3BR-2F, Tract OS-3BR-2G, Town of Mountain Village, County of San Miguel, State of Colorado (the “**Lot 109R2 Replat**”) submitted with this Application, a copy of which is attached to this Development Narrative as Exhibit B. Concurrently with this Application Tiara is also submitting a Rezone/Density Transfer Application to rezone those portions of OS-3BR-2 to be incorporated

into the Project (and Lot 109R as replatted) to PUD consistent with the PUD Amendment Application (the “**Supplemental Rezoning Application**”).

As of the date of this submittal, OS-3BR-2 remains platted as such pursuant to the 2011 Replat. However, proposals for the development of two projects immediately adjacent to OS-3BR-2, that for the development of Lot 109R and that for the development of Lot 161C-R, contemplate the reconfiguration of such Town Open Space Parcel to accommodate the two projects and related improvements to the Village Pond area and Village Plaza. Toward that end, Tiara and the owner of Lot 161C-R have been in communication with Town staff and each other regarding the preparation and submittal of a subdivision plat for OS-3BR-2 (the “**Town Open Space Parcel Replat**”) subdividing the same into smaller parcels (each, an “**Open Space Sub-Parcel**”) which Open Space Sub-Parcels, if approved by the Town, may be conveyed to the owners of Lot 109R and Lot 161C-R and incorporated into Lot 109R and Lot 161C-R, respectively. Reciprocally, the Lot 109R2 Replat contemplates portions of Lot 109R being carved out (each, a “**Lot 109R Sub-Parcel**”) for conveyance to the Town and inclusion in the reconfigured Town Open Space Parcel. The Lot 109R2 Replat submitted with this Application reflects both (1) proposed Open Space Sub-Parcels contemplated to be created by the Town Open Space Parcel Replat and conveyed to Tiara and (2) Lot 109R Sub-Parcels to be conveyed to the Town for inclusion in the Town Open Space Parcel as described below. Lot 109R as reconfigured by the foregoing is referred to in the Lot 109R2 Replat as Lot 109R2 (“**Lot 109R2**”).

A. **Parcels to be Added to Lot 109R to Create Lot 109R2.** Tiara proposes those portions of OS-3BR-2 shown on the Lot 109R2 Replat and identified as follows will be incorporated into Lot 109R as replatted into Lot 109R2:

1. Tract OS-3BR-2B (vacated) being 234 square feet in size;
2. Tract OS-3BR-2C (vacated) being 33 square feet in size;
3. Tract OS-3BR-2D (vacated) being 52 square feet in size;
4. Tract OS-3BR-2E (vacated) being 17 square feet in size;
5. Tract OS-3BR-2F (vacated) being 803 square feet in size; and
6. Tract OS-3BR-2G (vacated) being 21 square feet in size.

B. **Parcels to be Excluded from Lot 109R and Added to Town Open Space Parcel.** Tiara proposes those portions of Lot 109R shown on the Lot 109R2 Replat and identified as follows will be excluded from Lot 109R2 and conveyed to the Town for inclusion in the Town Open Space Parcel:

1. Tract OS-3BR-ROW (created) being 77 square feet in size;
2. Tract OS-3BR-2B1(created) being 201 square feet in size;
3. Tract OS-3BR-2C1 (created) being 68 square feet in size;
4. Tract OS-3BR-2D1 (created) being 2 square feet in size;
5. Tract OS-3BR-2E1 (created) being 19 square feet in size;
6. Tract OS-3BR-2F1 (created) being 408 square feet in size; and
7. Tract OS-3BR-2G1 (created) being 546 square feet in size.

As a result of the above-described boundary line adjustments and related conveyances between Tiara and the Town, a total of 1,321 square feet would be subtracted from Lot 109R and added to the Town Open Space Parcel and a total of 1,160 square feet would be subtracted from the Town Open Space Parcel and included in Lot 109R2. Offsetting the two results in a total increase in the size of the Town Open Space Parcel of 161 square feet (i.e. the Town would receive 161 more square feet than it is giving). Tiara notes this is a change from its prior submittals which contemplated a total net addition to the Town Open Space Parcel of 360 square feet.

Tract	Vacated <i>(Subtracted from Town Open Space Parcel and Added to Tract 109R)</i>	Created <i>(Subtracted from 109R and added to Town Open Space Parcel)</i>
Tract OS-3BR-ROW	0	77
Tract OS-3BR-2B	234	0
Tract OS-3BR-2B1	0	201
Tract OS-3BR-2C	33	0
Tract OS-3BR-2C1	0	68
Tract OS-3BR-2D	52	0
Tract OS-3BR-2D1	0	2
Tract OS-3BR-2E	17	0
Tract OS-3BR-2E1	0	19
Tract OS-3BR-2F	803	0
Tract OS-3BR-2F1	0	408
Tract OS-3BR-2G	21	0
Tract OS-3BR-2G1	0	546
	1160	1321

Tiara desires to clarify that the parcels to be conveyed to the Town are currently immediately adjacent to the Town Open Space Parcel and would be added and incorporated into that parcel—they do not represent far flung pieces of square footage not useful to the Town.

II. Criteria for Decision: Major Subdivisions. Mountain Village Community Development Code § 7.4.13(E)(1).

a. The proposed subdivision is in general conformance with the goals, policies and provisions of the Comprehensive Plan;

The proposed subdivision is in general conformance with the goals, policies, and provisions of the Mountain Village Comprehensive Plan (“MVCP”). The proposed development conforms to the landscape, incorporates a neutral palette, and integrates natural elements. These design choices allow the structure to yield to Mountain Village’s Elysian backdrop, deliquescing with seasonal variations in color and texture. The subdivision promotes connectivity and economic vitality, providing conference facilities, employee housing, hotbeds, and pedestrian connections, together creating an environment consistent with MVCP’s focus on destination marketing, group sales, and transportation. The proposal is also consistent with the nearby redevelopment plan for

Parcel B SHIRANA as set forth in the MVCP, which contemplates redevelopment to provide hotbeds and inclusion into the Mountain Village PUD in order to provide the efficient and holistic development of the entire area.

b. The proposed subdivision is consistent with the applicable Zoning and Land Use Regulations and any PUD development agreement regulating development of the property;

The proposed subdivision is consistent with applicable Zoning and PUD development agreements regulating development of the property, as they would be amended in accordance with PUD Amendment Application.

c. The proposed density is assigned to the lot by the official land use and density allocation, or the applicant is processing a concurrent rezoning and density transfer;

124.5 total units of density have been allocated to the Project pursuant to the Lot 109R PUD and, per the PUD Amendment Application, Lot 109R2 would include 132.25 units of density. In the PUD Amendment Application Tiara has requested a transfer to the Project of 21 units of density from the Town's density bank and/or the creation and allocation to Lot 109R2 of 21 units of bonus density for an added Employee Apartment and 18 added Employee Dorms. The Employee Apartments and Employee Dorms will be made subject to Workforce Housing Restrictions in accordance with CDC Section 17.3.9.B and the definition of such term set forth in CDC Section 17.8.1. Pursuant to CDC Section 17.3.7.B.3 and the definition of Density Limitation set forth in Section 17.8.1, new Workforce Housing density created by the Town subject to the Workforce Housing Restriction (as defined in CDC Section 17.3.9.B) is not included in the density limitation calculation established by agreement between San Miguel County and the Town.

As noted above, the Supplemental Rezoning Application has been submitted concurrently with this Application to rezone those portions of OS-3BR-2 to be incorporated into Lot 109R2 to PUD consistent with the PUD Amendment Application. The Supplemental Rezoning Application does not contemplate any additional density being created or transferred to Lot 109R2 beyond the density requested in the PUD Amendment Application.

d. The proposed subdivision is consistent with the applicable Subdivision Regulations;

The subdivision is consistent with applicable Subdivision Regulations as set forth under CDC § 7.4.13.

e. Adequate public facilities and services are available to serve the intended land uses;

There are adequate public facilities and services available to serve the intended land uses.

f. The applicant has provided evidence to show that all areas of the proposed subdivision that may involve soil or geological conditions that may present hazards or that may require special precautions have been identified, and that the proposed uses are compatible with such conditions;

See the geological report submitted with the Application, which report will be updated.

g. Subdivision access is in compliance with Town standards and codes unless specific variances have been granted in accordance with the variance provisions of this CDC; and

The subdivision complies with all applicable Town standards and codes, as amended by the Lot 109R PUD and as would be further amended in accordance with PUD Amendment Application.

h. The proposed subdivision meets all applicable Town regulations and standards.

The proposed subdivision meets all applicable Town regulations and standards, as amended by the Lot 109R PUD and as would be further amended in accordance with PUD Amendment Application.

III. Easements.

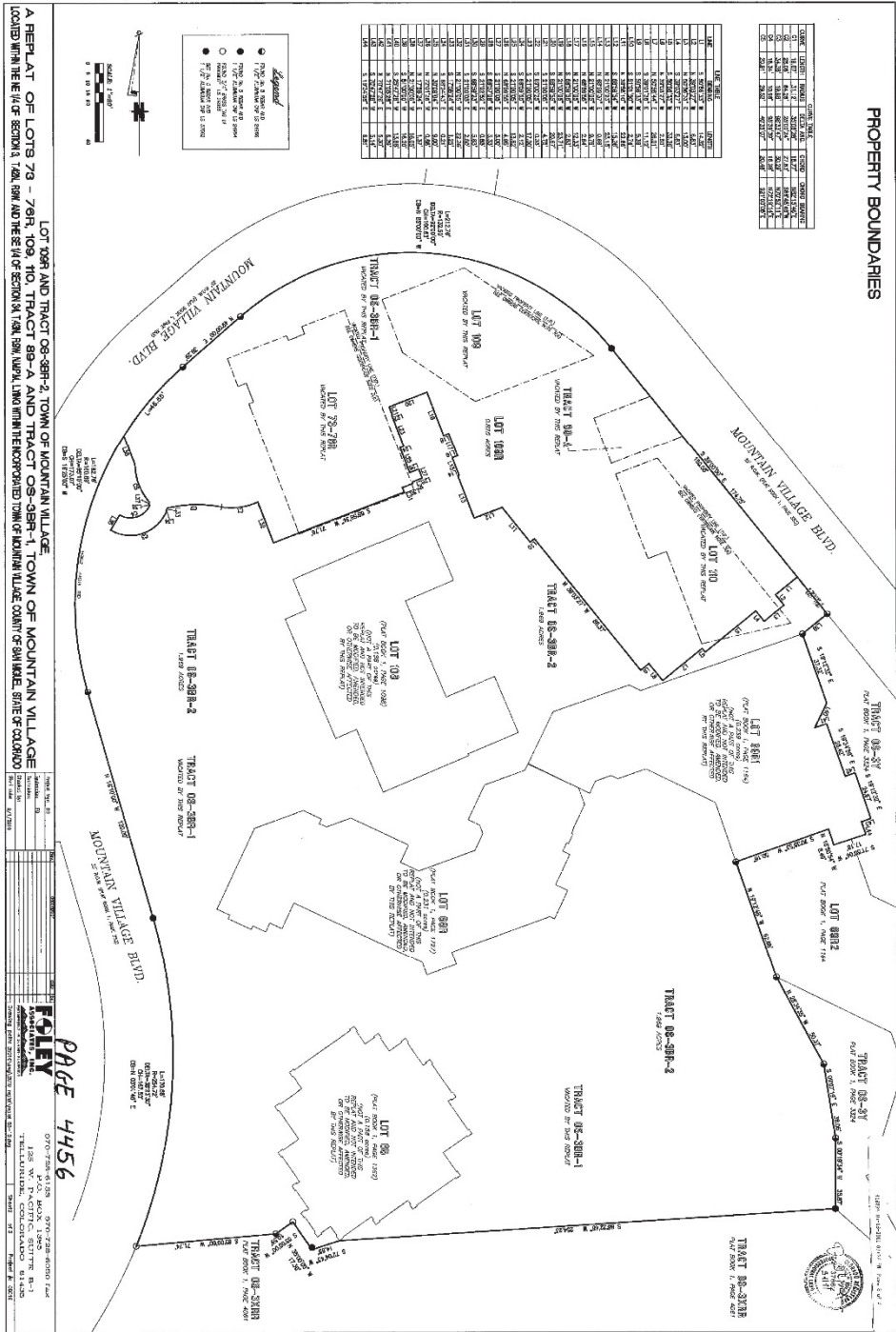
In connection with the proposed subdivision Tiara also proposes to modify certain easements benefiting and burdening Lot 109R as described on the table attached as Exhibit C. The proposed amendment documents listed below are attached as the Exhibits identified below.

Exhibit D-1	First Amendment to and Partial Termination and Relinquishment of License Agreement (Utilities)
Exhibit D-2	First Amendment to and Partial Termination and Relinquishment of Easement Agreement (Plaza Usage)
Exhibit D-3	First Amendment to and Partial Termination and Relinquishment of Easement Agreement (Permanent Structures)
Exhibit D-4	First Amendment to and Partial Termination and Relinquishment of Easement Agreement (Vehicular Access)
Exhibit D-5	First Amendment to and Partial Termination and Relinquishment of Easement Agreement (Mountain Village Blvd Work)
Exhibit D-5	First Amendment to and Partial Termination and Relinquishment of Easement Agreement (Utilities)

EXHIBIT A

Excerpt from 2011 Replat Showing Lot 109R and OS-3-BR-2

[See attached.]



1-4456 2/4

SKLD, Inc. FN SKL17054 SM 416994-2011.002

EXHIBIT B

Lot 109R2 Replat

[See attached.]

54559145.12

[illegible]

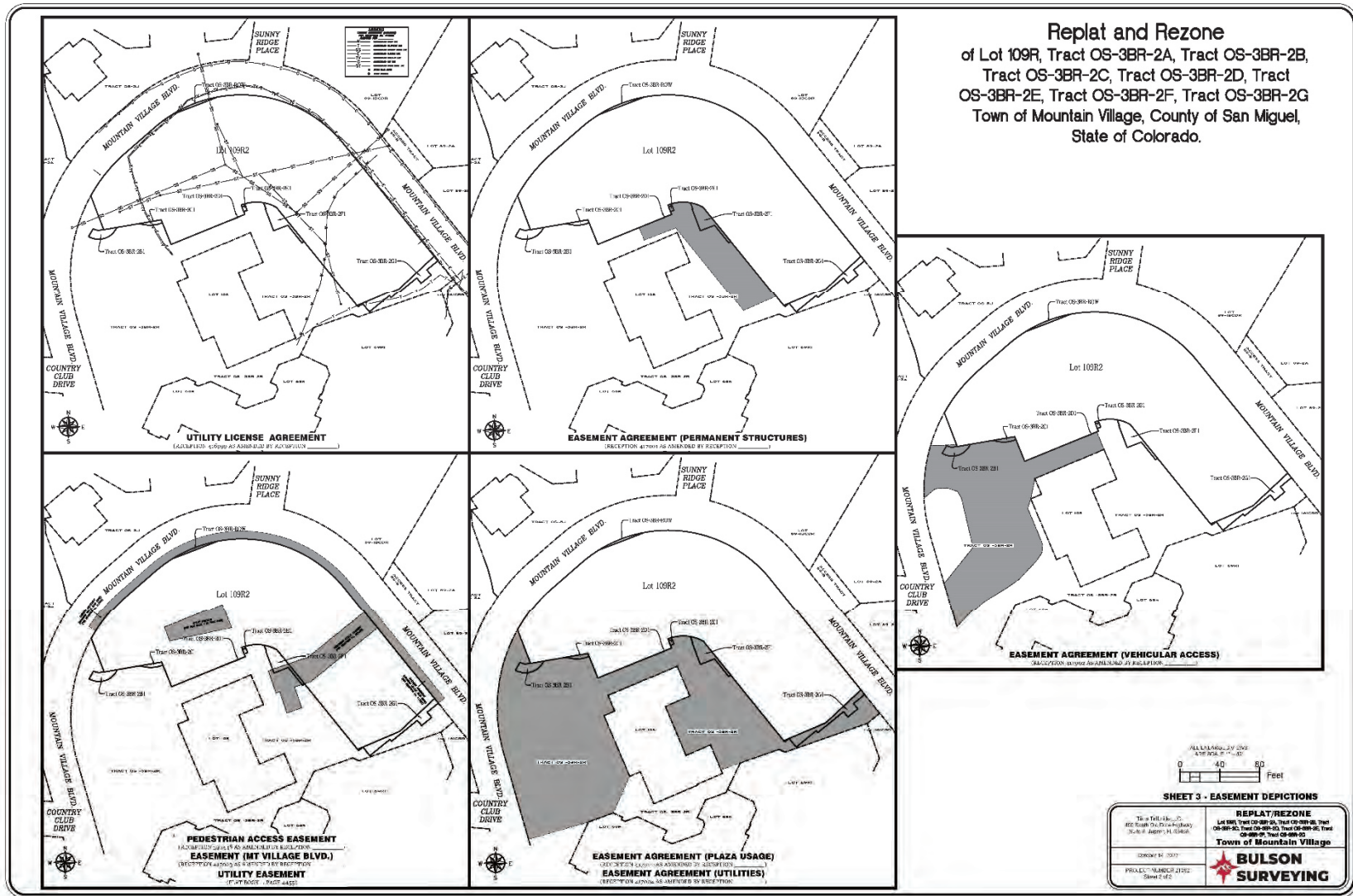


EXHIBIT C

Easement Table

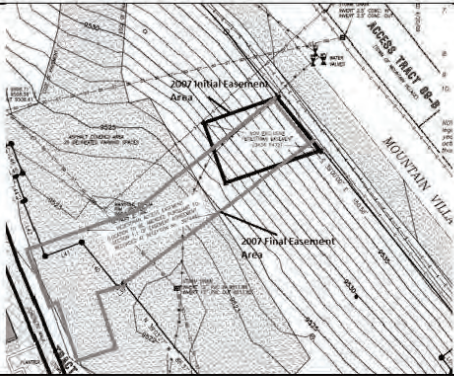
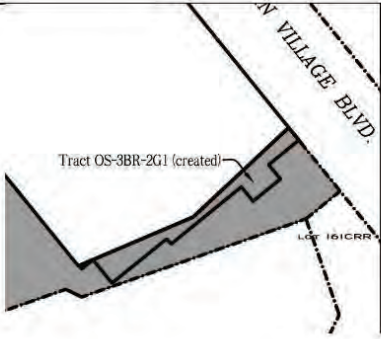
[See attached.]

**Lot 109R Easements
(10.21.2022)**

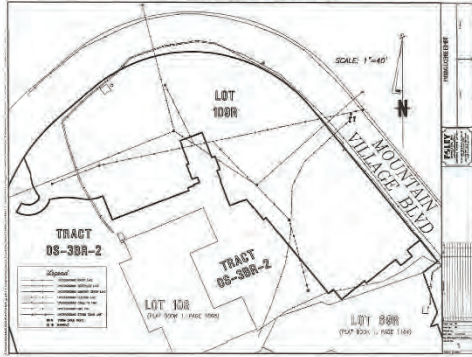
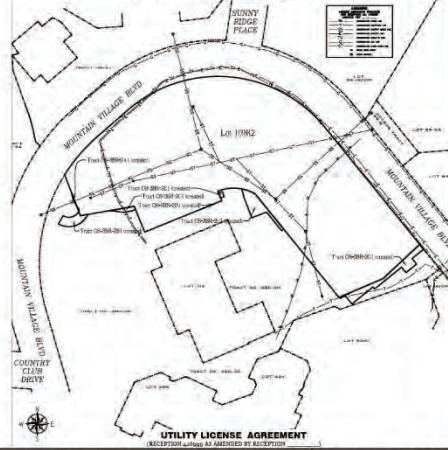
Ex ¹	Recording Information	Document Title	Parties	Property	Easement	Proposal
23, 27	3.2.1987 B434 P475	Warranty Deed	The Telluride Company	Tract 89-A, Telluride Mountain Village, Filing No.1, according to the replat of future Lot 89 and Tract OS-3, Telluride Mountain Village Filing No. 1	<p>In deed for Tract 89-A The Telluride Company reserved a non-exclusive pedestrian access easement on, over and across Lot 89-A for the benefit of all persons in the Mountain Village Planned Unit Development, San Miguel County ("Mountain Village"). Runs for the benefit of Mountain Village. The Telluride Company reserved the right to limit the rights of beneficiaries of the easement or abolish it.</p> <p>By virtue of the 2011 Replat (defined below), Note 11, this easement was supplemented and amended such that, "[e]onsistent with the terms of Section 8.6 of the Development Agreement [defined below] . . . Company [the owner of Lot 109R] is obligated to grant and convey certain . . . easements ("Owner Granted Public Easements") for the use and benefit of the Town following construction of the Project, which will be addressed in the condominium documents for the Project to be recorded in the manner required by the Development Agreement."</p>	Pedestrian access improvements will be located immediately adjacent to the southeast of Lot 109R2 on what will be Tract OS-3BR-2R, Town Open Space. Easement to be relocated accordingly or terminated and released. Project Condominium Documents will also provide for pedestrian access through breezeways as contemplated in Section 8.6 of the Development Agreement.
			Original Location		Proposed Location (shaded area)	


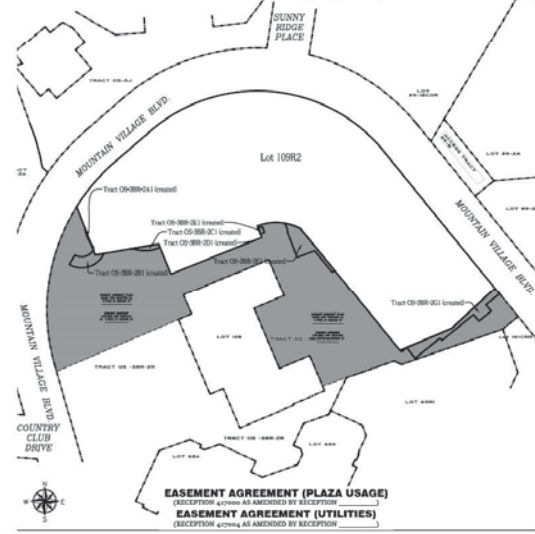
¹ Title exception number references are to Title Report issued by Fidelity National Title Insurance Company, Title Report No.:150-F17796-22, dated effective October 5, 2022 55446243.4

20	10.12.2007 397446	Pedestrian Access Easement Agreement See also 2011 Replat	Stonegate Mountain Village Partners, LLC ("Grantor") and John E. and Alice L. Butler Trust ("Grantee")	<p>"Initial Easement Area" over Tract 89-A. Upon receipt of Town approvals to develop a hotel and condominium project, after which a replat was anticipated deleting Lots 89A, 109 and 110 and modifying Tract OS3-BR and creating new [Lot 109R] and Tract OS-3BR-2, the easement would be over the "Final Easement Area" shown in gray below, provided that such areas made subject to modification throughout the TMV approvals and agreed upon by Grantor and Grantee and finally final location to be determined from an as-built.</p>	<p>Pedestrian access easement for the benefit of Lots 89-1B, 891-C, 89B, 89D-1, 892A, 893B, 89-3C and 89-3D, Town of Mountain Village per plat recorded in Plat Book 1 at Page 693 to maintain Grantee's pedestrian access from Grantee's Property to the Mountain Village Core</p> <p>The 2011 Replat shows the location of the Final Easement Area and notes "(Location to be Amended pursuant to Section 1.1 of the Easement Agreement recorded at Reception No. 397446_.</p>	<p>Pedestrian access improvements will be located immediately adjacent to the southeast of Lot 109R2 on what will be Tract OS-3BR-2R, Town Open Space. Easement to be relocated accordingly or terminated and released. Project Condominium Documents will also provide for pedestrian access through breezeways as contemplated in Section 8.6 of the Development Agreement.</p>
			Initial Easement Area(shown in black); Final Easement Area (shown in gray)	Proposed Location (shaded area)		

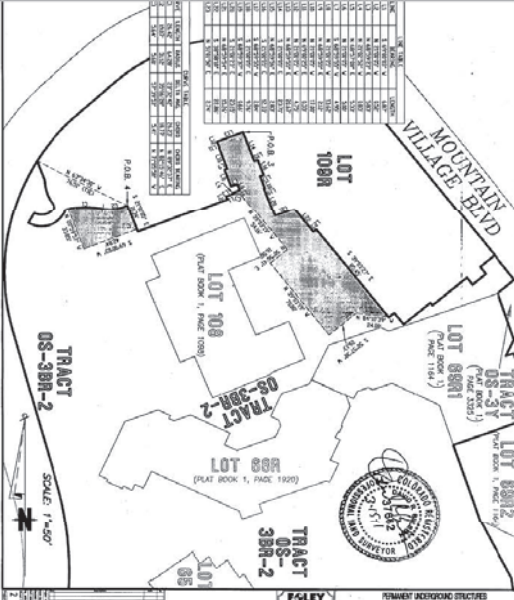
						
27, 31,	3.18.2011 Plat Book 1 Pages 4455-4457; 416994	Plat for Lot 109R and Tract OS-3BR-2, Town of Mountain Village (the "2011 Replat")		Lot 109R		
27, 32	3.18.2011 416997 Amendment recorded 8.5.2015 at 438754 And 12.21.2020 at 467310	Development Agreement Lot 109R, Town of Mountain Village Planned Unit Development (the "Development Agreement") See also 2011 Replat Note 11	Town of Mountain Village and MV Colorado Development Partners	Lot 109R	Section 8.6; Grant of Easements by Town to Owner addressed separately in this table: 1. Plaza Usage 2. Permanent Underground Structures 3. Vehicular Access 4. Mt Village Blvd 5. Utilities See also 2011 Replat Note 9.	Addressed separately in this table
					Section 8.6; Grant of Easements by Town to Owner: Shoring, Grading, Excavation:	To be granted with building permit for the Project

					<ol style="list-style-type: none"> 1. Section 8.6; Grant of Easements by Town to Owner Temporary shoring, grading and excavation 2. Vehicular and pedestrian access to undertake authorized uses 	
					Section 8.7; Grant or Easements by Owner to Town addressed separately in this table: <ol style="list-style-type: none"> 1. Interim Utility License See also 2011 Replat Note 10.	Addressed separately in this table
					Section 8.7; Grant or Easements by Owner to Town: <ol style="list-style-type: none"> 1. Permanent Utilities 2. Conference Room Access 3. Public Rest Room Access 4. Town Parking Spaces Access 5. Pedestrian Access through breezeways (including See Forever path) See also 2011 Replat Note 11.	To be granted in/in connection with recordation of Project Condominium Documents
34	3.18.2011 416999	License Agreement (Utilities) See also 2011 Replat Note 10 and Development Agreement Section 8.6	MV Colorado Development Partners, LLC (Licensor) and the Town of Mountain Village (Licensee)	License Area depicted on Exhibit A to License Agreement (Utilities)	Acknowledges that (a) certain Existing Public Utilities may exist within portions of the License Area, (b) some or all such Existing Public Utilities could be relocated and/or abandoned with the construction of the Project, (c) Replacement Public Utilities will be constructed by Licensor in connection with the Project, (d) the parties will execute any replacement easements as necessary to enable the use, operation, maintenance, repair and replacement of the Replacement Public Utilities, and (e) until such time as the construction of the Project commences as evidenced by a building permit, the Town will have the right per this License Agreement to use, repair, maintain and otherwise operate the Existing Public Utilities. License automatically expires when Licensor obtains a building permit, subject to the obligation of Licensor to grant Replacement Public Utilities Easements.	Amended to address utilities and other related improvements including stormwater and drainage facilities, water, sewer, telephone, internet, electrical, gas, cable television utility that serve third-party private property owners located within portions of the License Area or other portions of the Licensee Property impacted by the Project. <u>Exhibit A</u> depicting License Area to be amended to reflect configuration of the Lot109R2 and OS-3BR-2R.



					See also Note 10 on 2011 Replat and Section 8.6 of Development Agreement.	See proposed First Amendment to and Partial Termination and Relinquishment of License Agreement (Utilities)
			License Area (current)		License Area (proposed)	
35	3.18.2011 417000	Easement Agreement (Plaza Usage) See also 2011 Replat Note 9 and Development Agreement Section 8.6	MV Colorado Development Partners, LLC ("Grantee") and the Town of Mountain Village ("Grantor")	Easement Area depicted on Exhibit B to Easement Agreement (Plaza Usage)	Easement for ("Authorized Uses"): Installation, operation, use repair, maintenance, and upgrade of: a. Snowmelt system and related components. b. Plaza lighting and fixtures. c. Landscaping and hardscaping. d. Signage. e. Pedestrian access. f. Drainage systems and improvements. 2. Vehicular and pedestrian access and the use of equipment necessary to maintain, repair, replace, upgrade, etc: a. Elements of the Project for which such access is reasonably necessary.	Authorized Uses to be revised to allow lighting attached to the exterior of the building comprising the Project; delete authorization for installation of artwork; and allow other Project Improvements projecting on the or over the Easement Area, including, but not limited to, awnings, signs, and hardscaping. Exhibits A & B depicting Easement Area


					<p>b. Facilities, structures, improvements etc associated with the Authorized Uses.</p> <p>3. Authorized Uses deemed to include slope easement by which Grantor agrees not to disturb Grantor Property burdened by Easement Area in a manner that will alter, compromise, etc lateral support or other structural integrity of Project Improvements.</p> <p>See also Note 9 on 2011 Replat and Section 8.6 of Development Agreement.</p>	<p>to be amended to reflect configuration of the Lot109R2 and OS-3BR-2R.</p> <p>Other clean-up changes to boilerplate.</p> <p><i>See proposed First Amendment to and Partial Termination and Relinquishment of Easement Agreement (Plaza Uses)</i></p>
			<p>Easement Area (current)</p> 	<p>Easement Area (proposed)</p> 		
36	3.18.2011 417001	Easement Agreement (Permanent Structures)	MV Colorado Development Partners. LLC ("Grantee") and the Town of Mountain Village ("Grantor")	Easement Area depicted on Exhibit B to Easement Agreement (Permanent Structures)	<p>Easement for ("Authorized Uses"):</p> <p>1. Installation, operation, use repair, maintenance, and upgrade of:</p> <p>a. Those elements of Project Improvements located below grade</p>	<p>Authorized Uses to be revised to allow shoring uses and expand utility and system-related uses allowed.</p>

		See also 2011 Replat Note 9 and Development Agreement Section 8.6		<p>(inclusive of, without limitation, footers, walls, foundations, columns, supports and other like components).</p> <p>b. Those elements of the Project Improvements located below grade (inclusive of, without limitation, commercial space, residential space, storage space, parking garages, parking spaces, snowmelt systems, HVAC systems, mechanical systems, phone systems, boilers, exhaust systems, lights, elevators, stairs, ramps, drains, pipes, utilities and other like components).</p> <p>2. Vehicular and pedestrian access to and from the Project.</p> <p>3. Vehicular and pedestrian access and the use of equipment necessary to maintain, repair, replace, upgrade, facilities, structures, improvements etc associated with the Authorized Uses.</p> <p>4. Authorized Uses deemed to include slope easement by which Grantor agrees not to disturb Grantor Property burdened by Easement Area in a manner that will alter, compromise, etc lateral support or other structural integrity of Project Improvements.</p> <p>See also Note 9 on 2011 Replat and Section 8.6 of Development Agreement.</p>	<p>Exhibit A & B depicting Easement Area to be amended to reflect configuration of the Lot109R2 and OS-3BR-2R.</p> <p>Other clean-up changes to boilerplate.</p> <p><i>See First Amendment to and Partial Termination and Relinquishment of Easement Agreement (Permanent Structures)</i></p>
			Easement Area (current)	Easement Area (proposed)	

						
37	3.18.2011 417002	<p>Easement Agreement (Vehicular Access)</p> <p>See also 2011 Replat Note 9 and Development Agreement Section 8.6</p>	<p>MV Colorado Development Partners, LLC ("Grantee") and the Town of Mountain Village ("Grantor")</p>	<p>Easement Area depicted on Exhibit B to Easement Agreement (Vehicular Access)</p>	<p>Easement for ("Authorized Uses"):</p> <ol style="list-style-type: none"> 1. Installation, operation, use repair, maintenance, and upgrade of driveways for vehicular access and sidewalks for pedestrian access (inclusive of, without limitation, snowmelt, lighting, landscaping, irrigation, hardscaping, signage, pavement, utilities, and other like components). 2. Vehicular and pedestrian access and the use of equipment necessary to maintain, repair, replace, upgrade, facilities, structures, improvements etc associated with the Authorized Uses. 	<p>Authorized Uses to remain the same but Exhibit B depicting Easement Area to be amended to reflect configuration of the Lot109R2 and OS-3BR-2R.</p> <p>Other clean-up changes to boilerplate.</p> <p><i>See First Amendment to and Partial Termination and Relinquishment of Easement Agreement (Vehicular Access)</i></p>

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					See also Note 9 on 2011 Replat and Section 8.6 of Development Agreement.
					
38	3.18.2011 417003	<p>Easement Agreement (Mountain Village Boulevard Work)</p> <p>See also 2011 Replat Note 9 and Development Agreement Section 8.6</p>	<p>MV Colorado Development Partners, LLC ("Grantee") and the Town of Mountain Village ("Grantor")</p>	<p>Easement Area depicted on Exhibit B to Easement Agreement (Mountain Village Boulevard Work)</p>	<p>Easement for ("Authorized Uses"):</p> <ol style="list-style-type: none"> 1. To plant, install, repair and maintain landscaping. 2. Vehicular and pedestrian access and the use of equipment necessary to maintain, repair, replace, upgrade, facilities, structures, improvements etc associated with the Authorized Uses. <p>See also Note 9 on 2011 Replat and Section 8.6 of Development Agreement.</p>
					<p>Authorized Uses to be revised to allow shoring uses and expand utility and system-related uses allowed.</p> <p>Exhibit A & B depicting Easement Area to be amended to reflect configuration of the Lot109R2 and OS-3BR-2R.</p> <p>Other clean-up changes to boilerplate.</p>

						See First Amendment to and Partial Termination and Relinquishment of Easement Agreement (Mountain Village Boulevard Work)
						
39	3.18.2011 417004	<p>Easement Agreement (Utilities)</p> <p>See also 2011 Replat Note 9 and Development</p>	MV Colorado Development Partners, LLC ("Grantee") and the Town of Mountain Village ("Grantor")	Easement Area depicted on Exhibit B to Easement Agreement (Utilities)	<p>Easement for ("Authorized Uses"):</p> <ol style="list-style-type: none"> To install, extend, operate, repair and maintain and upgrade the Utilities, which Utilities are intended to be located below ground, but it is recognized that some components related to the Utilities, such as vaults 	<p>Authorized Uses to remain the same but Exhibit B depicting Easement Area to be amended to reflect configuration of the Lot109R2 and OS-3BR-2R.</p>

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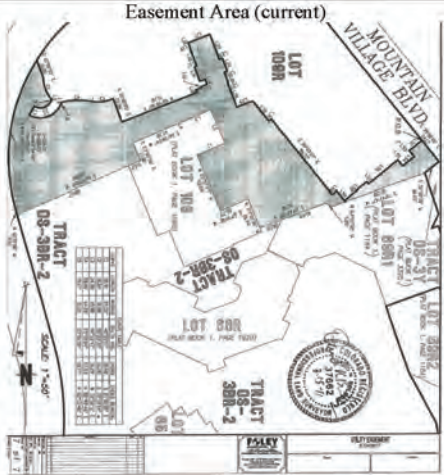
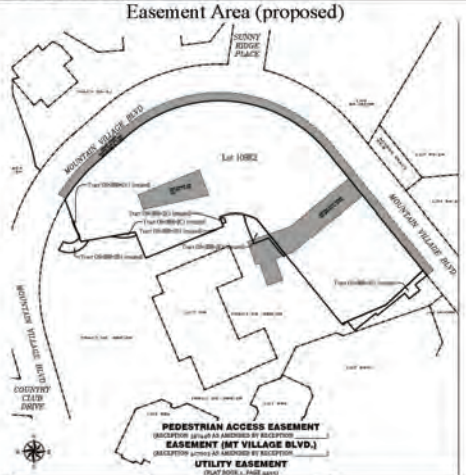
		Agreement Section 8.6			<p>and similar structures, will be located above ground.</p> <ol style="list-style-type: none"> To undertake clearing and grading associated with the Utilities. Vehicular and pedestrian access and the use of equipment necessary for installation, repair, replacement and maintenance of the Utilities. <p>“Utilities” includes, but is not limited to, stormwater and drainage facilities, water, sewer, telephone, internet, electrical, gas, cable television utility serving the Project or relocated in connection with the construction of the Project within the Easement Area.</p> <p>See also Note 9 on 2011 Replat and Section 8.6 of Development Agreement.</p>	<p>Other clean-up changes to boilerplate.</p> <p><i>See First Amendment to and Partial Termination and Relinquishment of Easement Agreement (Utilities)</i></p>
			 <p>Easement Area (current)</p>	 <p>Easement Area (proposed)</p>		

EXHIBIT D-1

**First Amendment to and Partial Termination and Relinquishment of License Agreement
(Utilities)**

[See attached]

**FIRST AMENDMENT TO AND PARTIAL TERMINATION AND RELINQUISHMENT OF
LICENSE AGREEMENT
(Utilities)**

This First Amendment to and Partial Termination and Relinquishment of License Agreement (Utilities) ("**Amendment**") is made and entered into this _____, 2022 ("**Effective Date**") by and between the Town of Mountain Village, a Colorado municipal corporation and political subdivision of the State of Colorado ("**Licensee**" or "**Town**") and Tiara Telluride, LLC, a Colorado limited liability company ("**Licensor**"). Licensee and Licensor are sometimes each individually referred to as a "**Party**" and sometimes collectively as the "**Parties**."

RECITALS

A. Licensee is the current fee simple owner of Tract OS-3BR-2R, Town of Mountain Village, San Miguel County, Colorado ("**Licensee Property**") according to the "**Replat**" recorded on _____, 202__, in Plat Book __, Page ____ at Reception No. _____ in the Official Records of the Clerk and Recorder for San Miguel County, Colorado ("**Official Records**").

B. Licensor is the current fee simple owner of certain real property described as Lot 109R2, Town of Mountain Village, San Miguel County, Colorado ("**Licensor Property**") according to the Replat, on which Licensor intends to construct a mixed-use, luxury hotel and residential condominium project on the Licensor Property (the "**Project**"). The Project consists of certain buildings, structures and other improvements (the "**Project Improvements**").

C. Licensee authorized Licensor to develop the Project as evidenced by the Town's approval of the Replat as well as that certain Resolution of Town Council of the Town recorded on _____, 202__ at Reception No. _____ and the Amended and Restated Development Agreement recorded on _____, 202__ at Reception No. _____, both in the Official Records (collectively, the "**Town Approvals**").

D. Prior to the Replat, portions of the Licensee Property and the Licensor Property were platted as Lot 109R and Tract OS-3BR-2, Town of Mountain Village, San Miguel County, Colorado according to the "**2011 Replat**" recorded on March 18, 2011, in Plat Book 1, Page 4455 at Reception No. 416994 in the Official Records.

E. Concurrently with the 2011 Replat, Licensee and Licensor's predecessor in title, MV Colorado Development Partners, LLC, a Texas limited liability company, entered into that certain License Agreement (Utilities) dated March 18, 2011 and recorded March 18, 2011 under Reception No. 416999 in the Official Records (the "**2011 License Agreement**") pursuant to which Licensee was granted a temporary license over Licensor's Property for certain Authorized Uses as set forth therein (the "**License**"). The License was granted in anticipation of the replacement of Existing Public Utilities on Licensor's Property with Replacement Public Utilities and the future granting of Replacement Utilities Easements therefor.

F. The License Agreement was entered into pursuant to the 2010 approval by Town Council for the Town of a PUD development for a project on Lot 109R (the "**2010 Lot 109R**").

PUD”) by Resolution of the Town of Mountain Village, Mountain Village, Colorado, Approval of Final Planned Unit Development Application, Mountain Village Hotel Planned Unit Development, Resolution No. 2010-1208-31, recorded in the Official Records on December 10, 2010 under Reception No. 415339 (the “**2010 PUD Approval**”) and in connection with (i) that certain Development Agreement, Lot 109R, Town of Mountain Village, Planned Unit Development recorded March 18, 2011 under Reception No. 416997 in the Official Records (the “**2011 Development Agreement**”) and (ii) the Replat. The 2010 PUD Approval, 2011 Development Agreement, and Replat contemplated an earlier iteration of the Project on Lot 109R with which the 2011 License Agreement was entered into to accommodate. The 2010 PUD Approval and 2011 Development Agreement have been superseded and replaced in their entirety by the Town Approvals and the subject property replatted pursuant to the 2011 Replat.

G. In view of the above-described changes to the Project and related Town Approvals, Licensee and Licensors desire to amend the 2011 License Agreement as set forth in this Amendment, including terminating and releasing it from title to certain parcels of land originally encumbered thereby. The 2011 License Agreement as amended by this Amendment is referred to in this Amendment as the “**Agreement**.”

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements made and entered into by the Parties, the sufficiency of which is hereby acknowledged, the undersigned Parties hereby agree as follows:

1. Interpretation. This Amendment amends the 2011 License Agreement. In the event of any inconsistency between the provisions of this Amendment and the provisions of the 2011 License Agreement, the provisions of this Amendment shall control. Capitalized terms used and not otherwise defined in this Amendment have the meaning given to them in the 2011 License Agreement.

2. License Area. The depiction of the “**License Area**” set forth in the 2011 License Agreement is hereby amended and restated in its entirety. Accordingly, Exhibit “A” depicting the License Area, as attached to the 2011 License Agreement, is superseded and replaced in its entirety by the attached Exhibit “A” depicting the License Area as amended by this Amendment. To the extent property located within the License Area defined in the 2011 License Agreement is not within the boundaries of the License Area as defined in this Amendment, the burdens of the 2011 License Agreement as modified by this Amendment pertaining to the License Area are terminated and released from same. Notwithstanding the foregoing, the parties acknowledge and agree. In no event will the foregoing impact or modify the effect of Section 3 below.

3. Burdened and Benefited Properties. The legal description of the “Licensee Property” set forth in the 2011 License Agreement is hereby superseded and replaced in its entirety with the legal description set forth in Recital A of this Amendment above. The legal description of the “Licensor Property” set forth in the 2011 License Agreement is hereby superseded and replaced in its entirety with the legal description set forth in Recital B of this Amendment above. The easements, benefits and rights granted and agreed to in the 2011 License Agreement as modified

by this Amendment and the burdens, duties and obligations imposed and agreed to in the 2011 License Agreement as modified by this Amendment shall run with the land and shall be a benefit of and burden upon Licensee Property (as defined in Recital A above) on the one hand, and the Licensor Property (as defined in Recital B above) on the other hand, as applicable, during the term of the Agreement. Further, the license, benefits and rights granted and agreed to in the 2011 License Agreement as modified by this Amendment and the burdens, duties and obligations imposed and agreed to in the 2011 License Agreement as modified by this Amendment shall be binding upon and shall inure to the benefit of, and be a burden upon, the designees, successors, and assigns of all of the Parties to the Agreement during the term of the Agreement.

4. **Third-Party Private Utilities.** The Parties acknowledge and agree that certain utilities and other related improvements, including, but not limited to, stormwater and drainage facilities, water, sewer, telephone, internet, electrical, gas, cable television utility that serve third-party private property owners ("**Third-Party Private Utilities**") may be located within portions of the License Area or other portions of the Licensee Property impacted by the Project. The definition of the term "**Existing Public Utilities**" set forth in Recital D of the 2011 License Agreement is hereby supplemented to include any Third-Party Private Utilities located within the License Area. The Parties acknowledge and agree that to the extent there are any Third-Party Private Utilities located on the Licensee Property either before or after the Project has been constructed, the intent is that Licensee will enter into easements or licenses with private third-parties benefited by those Third-Party Private Utilities for the use, operation, maintenance, repair and replacement of same.

5. **Remedies.** Section 4.5 of the 2011 License Agreement is hereby supplemented by the addition of the following:

A Default under the Agreement by the Responding Party shall not give the Claiming Party the right to terminate the License granted in the Agreement.

6. **Notice.** Section 4.11 of the 2011 License Agreement is hereby amended and restated in its entirety to read as follows:

Any notice or other communication to any party given under this Agreement will be effective only if in writing and shall be deemed received (i) upon receipt when personally delivered; (ii) on the next business day after deposit when sent by a nationally recognized overnight courier service, charges prepaid and properly addressed, for next business day delivery; or (iii) upon confirmation of successful transmission to each recipient's electronic mail, when sent by electronic mail and if confirmed in writing sent by the methods specified in clauses (i) or (ii) of this Section), respectively, to whichever of the following addresses is applicable:

Licensee: Town of Mountain Village Attention: Town Manager 455 Mountain Village Blvd., Suite A Mountain Village, CO 81435	With copy to: Garfield & Hecht Attn: David H. McConaughy 625 E. Hyman Avenue, Suite 201 Aspen, CO 81611
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Email: _____	
Licensor: Tiara Telluride, LLC c/o Lalchandani Simon PL 25 SE 2nd Avenue, Suite 1020 Miami, FL 33131 Email: _____	With copy to: Sherman & Howard L.L.C. Attn: Cynthia M. Stovall 675 15th Street #2300 Denver, CO 80202

Notices must be addressed as set forth above, but each party may change its address by written notice in accordance with this Section.

7. Effect. Except as provided in this Amendment, the 2011 License Agreement remains unmodified and in full force and effect.

8. Recordation. This Amendment shall be recorded in the real property records of San Miguel County, Colorado.

9. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

LICENSOR:

Tiara Telluride, LLC,
a Colorado limited liability company

By: _____ Date: _____

Printed Name: _____

Title: _____

State of _____)

)ss

County of _____)

Subscribed to and acknowledged before me this ____ day of _____, 202X, by
_____ as the _____ of Tiara
Telluride, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT D-2

**First Amendment to and Partial Termination and Relinquishment of Easement Agreement
(Plaza Usage)**

[See attached]

**FIRST AMENDMENT TO AND PARTIAL TERMINATION AND RELINQUISHMENT OF
EASEMENT AGREEMENT
(Plaza Usage)**

This First Amendment to and Partial Termination and Relinquishment of Easement Agreement (Plaza Usage) (“**Amendment**”) is made and entered into this _____, 202__ (“**Effective Date**”) by and between the Town of Mountain Village, a Colorado municipal corporation and political subdivision of the State of Colorado (“**Grantor**” or “**Town**”) and Tiara Telluride, LLC, a Colorado limited liability company (“**Grantee**”). Grantor and Grantee are sometimes each individually referred to as a “**Party**” and sometimes collectively as the “**Parties**.”

RECITALS

A. Grantor is the current fee simple owner of Tract OS-3BR-2R, Town of Mountain Village, San Miguel County, Colorado (“**Grantor Property**”) according to the “**Replat**” recorded on _____, 202__, in Plat Book _____, Page _____ at Reception No. _____ in the Official Records of the Clerk and Recorder for San Miguel County, Colorado (“**Official Records**”).

B. Grantee is the current fee simple owner of certain real property described as Lot 109R2, Town of Mountain Village, San Miguel County, Colorado (“**Grantee Property**”) according to the Replat, on which Grantee intends to construct a mixed-use, luxury hotel and residential condominium project on the Grantee Property (the “**Project**”). The Project consists of certain buildings, structures and other improvements (the “**Project Improvements**”).

C. Grantor authorized Grantee to develop the Project as evidenced by the Town’s approval of the Replat as well as that certain Resolution of Town Council of the Town recorded on _____, 202__ at Reception No. _____ and the Amended and Restated Development Agreement recorded on _____, 202__ at Reception No. _____, both in the Official Records (collectively, the “**Town Approvals**”). The use and development of the Project is further subject to applicable provisions of the Town of Mountain Village Mountain Village Municipal Code Title 17 Community Development Code, adopted by the Town of Mountain Village by Ordinance No. 2013-01, as amended through the Effective Date (the “**CDC**”) (which superseded and replaced the Town of Mountain Village Land Use Ordinance referenced in the 2011 Plaza Usage Easement Agreement (defined below)), the Town of Mountain Village Charter and the Town of Mountain Village Municipal Code (“**Town Laws**”).

D. Prior to the Replat, portions of the Grantor Property and the Grantee Property were platted as Lot 109R and Tract OS-3BR-2, Town of Mountain Village, San Miguel County, Colorado according to the “**2011 Replat**” recorded on March 18, 2011, in Plat Book 1, Page 4455 at Reception No. 416994 in the Official Records.

E. Concurrently with the 2011 Replat, Grantor and Grantee’s predecessor in title, MV Colorado Development Partners, LLC, a Texas limited liability company, entered into that certain Easement Agreement (Plaza Usage) dated March 18, 2011 and recorded March 18, 2011 under Reception No. 417000 in the Official Records (the “**2011 Plaza Usage Easement Agreement**”)

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pursuant to which Grantor granted an easement over a portion of Tract OS-3BR-2 for certain Authorized Uses as set forth therein (the “**Plaza Usage Easement**”).

F. The Plaza Usage Easement Agreement was entered into pursuant to the 2010 approval by Town Council for the Town of a PUD development for a project on Lot 109R (the “**2010 Lot 109R PUD**”) by Resolution of the Town of Mountain Village, Mountain Village, Colorado, Approval of Final Planned Unit Development Application, Mountain Village Hotel Planned Unit Development, Resolution No. 2010-1208-31, recorded in the Official Records on December 10, 2010 under Reception No. 415339 (the “**2010 PUD Approval**”) and in connection with (i) that certain Development Agreement, Lot 109R, Town of Mountain Village, Planned Unit Development recorded March 18, 2011 under Reception No. 416997 in the Official Records (the “**2011 Development Agreement**”) and (ii) the Replat. The 2010 PUD Approval, 2011 Development Agreement, and Replat contemplated an earlier iteration of the Project on Lot 109R which the 2011 Plaza Usage Easement Agreement was entered into to accommodate. The 2010 PUD Approval and 2011 Development Agreement have been superseded and replaced in their entirety by the Town Approvals and the subject property replatted pursuant to the 2011 Replat.

G. In view of the above-described changes to the Project and related Town Approvals, Grantor and Grantee desire to amend the 2011 Plaza Usage Easement Agreement as set forth in this Amendment, including terminating and releasing it from title to certain parcels of land originally encumbered thereby. The 2011 Plaza Usage Easement Agreement as amended by this Amendment is referred to in this Amendment as the “**Agreement**.”

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements made and entered into by the Parties, the sufficiency of which is hereby acknowledged, the undersigned Parties hereby agree as follows:

1. **Interpretation**. This Amendment amends the 2011 Plaza Usage Easement Agreement. In the event of any inconsistency between the provisions of this Amendment and the provisions of the 2011 Plaza Usage Easement Agreement, the provisions of this Amendment shall control. Capitalized terms used and not otherwise defined in this Amendment have the meaning given to them in the 2011 Plaza Usage Easement Agreement.

2. **Easement Area**. The description of the “**Easement Area**” set forth in the 2011 Plaza Usage Easement Agreement is hereby amended and restated in its entirety. Accordingly, **Exhibit “A”** depicting the Easement Area and **Exhibit “B”** legally describing the Easement Area, each as attached to the 2011 Plaza Usage Easement Agreement, are superseded and replaced in their entirety by the attached **Exhibit “A”** depicting the Easement Area and **Exhibit “B”** legally describing the Easement Area, in each case as amended by this Amendment. To the extent property located within the Easement Area defined in the 2011 Plaza Usage Easement Agreement is not within the boundaries of the Easement Area as defined in this Amendment, the burdens of the 2011 Plaza Usage Easement Agreement as modified by this Amendment pertaining to the Easement Area are terminated and released from same. Notwithstanding the foregoing, the parties acknowledge and agree that in no event will the foregoing impact or modify the effect of Section 3 below.

3. Burdened and Benefited Properties. The legal description of the “Grantor Property” set forth in the 2011 Plaza Usage Easement Agreement is hereby superseded and replaced in its entirety with the legal description set forth in Recital A of this Amendment above. The legal description of the “Grantee Property” set forth in the 2011 Plaza Usage Easement Agreement is hereby superseded and replaced in its entirety with the legal description set forth in Recital B of this Amendment above. The easements, benefits and rights granted and agreed to in the 2011 Plaza Usage Easement Agreement as modified by this Amendment and the burdens, duties and obligations imposed and agreed to in the 2011 Plaza Usage Easement Agreement as modified by this Amendment shall run with the land and shall be a benefit of and burden upon Grantor Property (as defined in Recital A above) on the one hand, and the Grantee Property (as defined in Recital B above) on the other hand, as applicable, during the term of the Agreement. Further, the easements, benefits and rights granted and agreed to in the 2011 Plaza Usage Easement Agreement as modified by this Amendment and the burdens, duties and obligations imposed and agreed to in the 2011 Plaza Usage Easement Agreement as modified by this Amendment shall be binding upon and shall inure to the benefit of, and be a burden upon, the designees, successors, and assigns of all of the Parties to the Agreement during the term of the Agreement.

4. Authorized Uses. The list of “**Authorized Uses**” set forth in Section 1.2 of the 2011 Plaza Usage Easement Agreement is hereby amended as follows:

4.1. Section 1.2.2 is amended and restated in its entirety to incorporate the addition of the underlined language below to read as follows:

To install, operate, use, repair and maintain plaza lighting and other lighting attached to the exterior of the building comprising the Project (inclusive of, without limitation and/or exclusion, necessary poles, fixtures, switches, utilities and other components) and to upgrade the plaza lighting for changing needs of the Project.

4.2. The reference to “artwork” is hereby stricken from Section 1.2.4.

To install, operate, use, repair and maintain hardscaping (inclusive of, without limitation and/or exclusion, pavers, bollards, planters, ~~artwork~~, benches, ramps, stairs, rails, walls and other facilities contemplated by the Town Approvals) and, subject to receiving Town approval, to upgrade such hardscaping for changing needs of the Project.

4.3. The following new Section 1.2.11 is hereby added to Section 1.2:

To install, operate, use, repair and maintain other Project Improvements projecting on the or over the Easement Area, including, but not limited to, awnings, signs (to the extent not covered by Section 1.2.5), pavers, bollards, planters, benches, ramps, stairs, rails, walls and other facilities contemplated by the Town Approvals) and, subject to receiving Town approval, to upgrade such Project Improvements for changing needs of the Project.

5. Land Use Ordinance and Design Regulations. All references to the Town Land Use Ordinance and Design Regulations set forth in the 2011 Plaza Usage Easement Agreement are hereby replaced with the “CDC.”

6. Project Association as Successor to Grantee. The parties acknowledge and agree that the 2011 Plaza Usage Easement Agreement as modified by this Amendment contemplate that the Project will be subjected to a Condominium formed in accordance with applicable law and existing pursuant to certain Condominium Documents and that a Condominium Association will be formed in accordance with the Condominium Documents which shall manage and operate the Condominium and administer the Common Elements. With the foregoing in mind, if the Project is ever made subject Condominium Documents, then for the purposes of the Agreement, the “Grantee” shall be deemed to be the Condominium Association created pursuant to such Condominium Documents, and the Condominium Association shall have the burdens and benefits imposed and afforded under this Amendment with respect to such parcel, and no individual Unit Owner within such common interest community shall have any of such burdens or benefits, except insofar as they constitute “Authorized Users” and then only in their capacity as such.

7. Indemnification. The first sentence of Section 4 of the 2011 Plaza Usage Easement Agreement is hereby amended and restated in its entirety to read as follows:

Grantee does hereby indemnify and save harmless Grantor and its elected and appointed officials, employees, agents, representatives, assignees, attorneys, successors and assigns from any and all mechanics’ lien(s), expense, claim, action, liability, loss, damage, or suit (including attorney’s fees and costs), and costs of any kind arising out of, or in any way connected with the exercise of the Authorized Uses by Grantee and Grantee’s specifically designated designees, contractors and consultants who are undertaking some or all of the Authorized Uses for Grantee.

8. Insurance. Section 5 of the 2011 Plaza Usage Easement Agreement is hereby amended and restated in its entirety to read as follows:

Throughout the term of the Agreement, Grantee shall keep and maintain, at its sole cost and expense, commercial general liability insurance (“CGL”) in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. CGL insurance shall be written on ISO occurrence form and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, property damage, and liability assumed under an insured contract. Each Condominium Association which is a Grantee pursuant to Section 6 of the Amendment shall cause its CGL policy to insure against liabilities incurred by each of its members in connection with their use of the easements granted pursuant to this Agreement. Such insurance shall be maintained under a policy pursuant to which the Grantor shall be named as an additional insured, or, alternatively, as a contractual insured. Within seven (7) days of the Effective Date, Grantee shall provide Grantor with a certificate of insurance showing compliance with the insurance requirements set forth above. To the extent commercially available, the certificates shall include a provision requiring a minimum of thirty (30) days’ notice to Grantor of any change

or cancellation. The amount of the coverage shall be reviewed as necessary and any changes mutually agreed upon, at least every five years, and adjusted to keep pace with the market for similar coverages, but in no event will the amount of the coverage be less than the amount stated above.

Grantor waives all rights against Grantee (and its Authorized Users) for recovery of damages to the extent such damages are covered by the CGL insurance maintained by Grantee pursuant to Section 8 of the Agreement.

9. Remedies. Section 6.5 of the 2011 Plaza Usage Easement Agreement is hereby supplemented by the addition of the following:

A Default under the Agreement by the Responding Party shall not give the Claiming Party the right to terminate the Easement granted in the Agreement.

10. Notice. Section 6.11 of the 2011 Plaza Usage Easement Agreement is hereby amended and restated in its entirety to read as follows:

Any notice or other communication to any party given under this Agreement will be effective only if in writing and shall be deemed received (i) upon receipt when personally delivered; (ii) on the next business day after deposit when sent by a nationally recognized overnight courier service, charges prepaid and properly addressed, for next business day delivery; or (iii) upon confirmation of successful transmission to each recipient's electronic mail, when sent by electronic mail and if confirmed in writing sent by the methods specified in clauses (i) or (ii) of this Section), respectively, to whichever of the following addresses is applicable:

Grantor: Town of Mountain Village Attention: Town Manager 455 Mountain Village Blvd., Suite A Mountain Village, CO 81435 Email: _____	With copy to: Garfield & Hecht Attn: David H. McConaughy 625 E. Hyman Avenue, Suite 201 Aspen, CO 81611
Grantee: Tiara Telluride, LLC c/o Lalchandani Simon PL 25 SE 2nd Avenue, Suite 1020 Miami, FL 33131 Email: _____	With copy to: Sherman & Howard L.L.C. Attn: Cynthia M. Stovall 675 15th Street #2300 Denver, CO 80202

Notices must be addressed as set forth above, but each party may change its address by written notice in accordance with this Section.

11. Effect. Except as provided in this Amendment, the 2011 Plaza Usage Easement Agreement remains unmodified and in full force and effect.

12. Recordation. This Amendment shall be recorded in the real property records of San Miguel County, Colorado.

13. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

[This space intentionally left blank.]

GRANTEE:

Tiara Telluride, LLC,
a Colorado limited liability company

By: _____ Date: _____

Printed Name: _____

Title: _____

State of _____)

)ss

County of _____)

Subscribed to and acknowledged before me this ____ day of _____, 202X, by
_____ as the _____ of Tiara
Telluride, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT "A"
(Depiction of Easement Area)

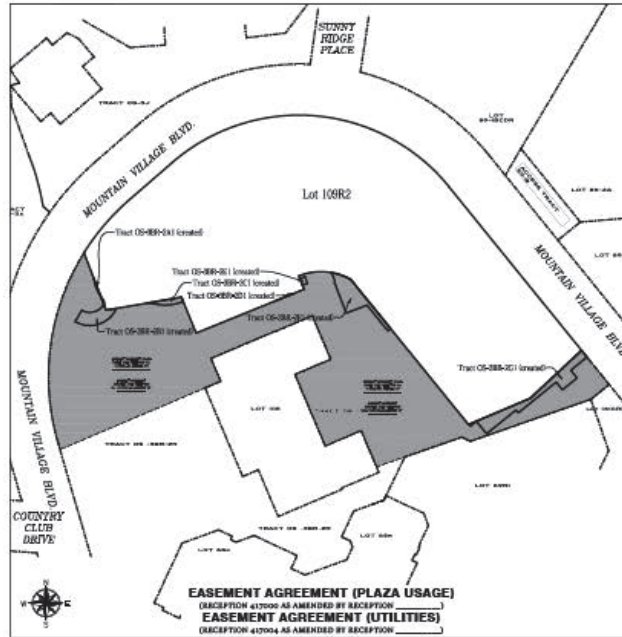


Exhibit A-1

55459223.2

EXHIBIT “B”
(Description of Easement Area)

[To be added.]

55459223.2

Exhibit B-1

EXHIBIT D-3

**First Amendment to and Partial Termination and Relinquishment of Easement Agreement
(Permanent Structures)**

[See attached]

**FIRST AMENDMENT TO AND PARTIAL TERMINATION AND RELINQUISHMENT OF
EASEMENT AGREEMENT
(Permanent Structures)**

This First Amendment to and Partial Termination and Relinquishment of Easement Agreement (Permanent Structures) (“**Amendment**”) is made and entered into this _____, 202__ (“**Effective Date**”) by and between the Town of Mountain Village, a Colorado municipal corporation and political subdivision of the State of Colorado (“**Grantor**” or “**Town**”) and Tiara Telluride, LLC, a Colorado limited liability company (“**Grantee**”). Grantor and Grantee are sometimes each individually referred to as a “**Party**” and sometimes collectively as the “**Parties**.”

RECITALS

A. Grantor is the current fee simple owner of Tract OS-3BR-2R, Town of Mountain Village, San Miguel County, Colorado (“**Grantor Property**”) according to the “**Replat**” recorded on _____, 202__, in Plat Book _____, Page _____ at Reception No. _____ in the Official Records of the Clerk and Recorder for San Miguel County, Colorado (“**Official Records**”).

B. Grantee is the current fee simple owner of certain real property described as Lot 109R2, Town of Mountain Village, San Miguel County, Colorado (“**Grantee Property**”) according to the Replat, on which Grantee intends to construct a mixed-use, luxury hotel and residential condominium project on the Grantee Property (the “**Project**”). The Project consists of certain buildings, structures and other improvements (the “**Project Improvements**”).

C. Grantor authorized Grantee to develop the Project as evidenced by the Town’s approval of the Replat as well as that certain Resolution of Town Council of the Town recorded on _____, 202__ at Reception No. _____ and the Amended and Restated Development Agreement recorded on _____, 202__ at Reception No. _____, both in the Official Records (collectively, the “**Town Approvals**”). The use and development of the Project is further subject to applicable provisions of the Town of Mountain Village Mountain Village Municipal Code Title 17 Community Development Code, adopted by the Town of Mountain Village by Ordinance No. 2013-01, as amended through the Effective Date (the “**CDC**”) (which superseded and replaced the Town of Mountain Village Land Use Ordinance referenced in the 2011 Permanent Structures Easement Agreement (defined below)), the Town of Mountain Village Charter and the Town of Mountain Village Municipal Code (“**Town Laws**”).

D. Prior to the Replat, portions of the Grantor Property and the Grantee Property were platted as Lot 109R and Tract OS-3BR-2, Town of Mountain Village, San Miguel County, Colorado according to the “**2011 Replat**” recorded on March 18, 2011, in Plat Book 1, Page 4455 at Reception No. 416994 in the Official Records.

E. Concurrently with the 2011 Replat, Grantor and Grantee’s predecessor in title, MV Colorado Development Partners, LLC, a Texas limited liability company, entered into that certain Easement Agreement (Permanent Structures) dated March 18, 2011 and recorded March 18, 2011 under Reception No. 417001 in the Official Records (the “**2011 Permanent Structures Easement**”).

55488131.2

Agreement") pursuant to which Grantor granted an easement over a portion of Tract OS-3BR-2 for certain Authorized Uses as set forth therein (the "**Permanent Structures Easement**").

F. The Permanent Structures Easement Agreement was entered into pursuant to the 2010 approval by Town Council for the Town of a PUD development for a project on Lot 109R (the "**2010 Lot 109R PUD**") by Resolution of the Town of Mountain Village, Mountain Village, Colorado, Approval of Final Planned Unit Development Application, Mountain Village Hotel Planned Unit Development, Resolution No. 2010-1208-31, recorded in the Official Records on December 10, 2010 under Reception No. 415339 (the "**2010 PUD Approval**") and in connection with (i) that certain Development Agreement, Lot 109R, Town of Mountain Village, Planned Unit Development recorded March 18, 2011 under Reception No. 416997 in the Official Records (the "**2011 Development Agreement**") and (ii) the Replat. The 2010 PUD Approval, 2011 Development Agreement, and Replat contemplated an earlier iteration of the Project on Lot 109R which the 2011 Permanent Structures Easement Agreement was entered into to accommodate. The 2010 PUD Approval and 2011 Development Agreement have been superseded and replaced in their entirety by the Town Approvals and the subject property replatted pursuant to the 2011 Replat.

G. In view of the above-described changes to the Project and related Town Approvals, Grantor and Grantee desire to amend the 2011 Permanent Structures Easement Agreement as set forth in this Amendment, including terminating and releasing it from title to certain parcels of land originally encumbered thereby. The 2011 Permanent Structures Easement Agreement as amended by this Amendment is referred to in this Amendment as the "**Agreement**."

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements made and entered into by the Parties, the sufficiency of which is hereby acknowledged, the undersigned Parties hereby agree as follows:

1. Interpretation. This Amendment amends the 2011 Permanent Structures Easement Agreement. In the event of any inconsistency between the provisions of this Amendment and the provisions of the 2011 Permanent Structures Easement Agreement, the provisions of this Amendment shall control. Capitalized terms used and not otherwise defined in this Amendment have the meaning given to them in the 2011 Permanent Structures Easement Agreement.

2. Easement Area. The description of the "**Easement Area**" set forth in the 2011 Permanent Structures Easement Agreement is hereby amended and restated in its entirety. Accordingly, Exhibit "A" depicting the Easement Area and Exhibit "B" legally describing the Easement Area, each as attached to the 2011 Permanent Structures Easement Agreement, are superseded and replaced in their entirety by the attached Exhibit "A" depicting the Easement Area and Exhibit "B" legally describing the Easement Area, in each case as amended by this Amendment. To the extent property located within the Easement Area defined in the 2011 Permanent Structures Easement Agreement is not within the boundaries of the Easement Area as defined in this Amendment, the burdens of the 2011 Permanent Structures Easement Agreement as modified by this Amendment pertaining to the Easement Area are terminated and released from same.

Notwithstanding the foregoing, the parties acknowledge and agree that in no event will the foregoing impact or modify the effect of Section 3 below.

3. Burdened and Benefited Properties. The legal description of the “Grantor Property” set forth in the 2011 Permanent Structures Easement Agreement is hereby superseded and replaced in its entirety with the legal description set forth in Recital A of this Amendment above. The legal description of the “Grantee Property” set forth in the 2011 Permanent Structures Easement Agreement is hereby superseded and replaced in its entirety with the legal description set forth in Recital B of this Amendment above. The easements, benefits and rights granted and agreed to in the 2011 Permanent Structures Easement Agreement as modified by this Amendment and the burdens, duties and obligations imposed and agreed to in the 2011 Permanent Structures Easement Agreement as modified by this Amendment shall run with the land and shall be a benefit of and burden upon Grantor Property (as defined in Recital A above) on the one hand, and the Grantee Property (as defined in Recital B above) on the other hand, as applicable, during the term of the Agreement. Further, the easements, benefits and rights granted and agreed to in the 2011 Permanent Structures Easement Agreement as modified by this Amendment and the burdens, duties and obligations imposed and agreed to in the 2011 Permanent Structures Easement Agreement as modified by this Amendment shall be binding upon and shall inure to the benefit of, and be a burden upon, the designees, successors, and assigns of all of the Parties to the Agreement during the term of the Agreement.

4. Authorized Uses. The list of “**Authorized Uses**” set forth in Section 1.2 of the 2011 Permanent Structures Easement Agreement is hereby amended as follows:

4.1. Section 1.2.1 is amended and restated in its entirety to incorporate the addition of the underlined language below to read as follows:

For temporary layback of excavated materials and to install, extend, operate, use, repair and maintain underground support members and devices such as but not limited to excavation shoring walls, soil nails, nail screws and tieback systems, all constructed at and below the at-grade level of the Grantee Property and continuing below the lowest surface of the improvements to be constructed on Grantee Property which may remain in place following initial construction of the Project, tower crane foundation systems, and those elements of the Project Improvements located below grade (inclusive of, without limitation, footers, walls, foundations, columns, supports and other like components) and to upgrade these elements for changing needs of the Project and Project Improvements. Following completion of the Project, Grantee shall not be required to remove any shoring, soil nails, soil screws, tiebacks, or tower crane foundation systems installed on the Grantor Property pursuant to this Agreement; provided, however, that Grantee shall be required to de-tension any post tensioned cable tiebacks so that Grantor may safely remove them in the course of any future excavation activities on the Grantor Property. After substantial completion of the Project, all tiebacks and concrete casings that extend into and under the Easement Area shall be deemed permissibly abandoned by Grantee and Grantor may remove, destroy, cut through, or leave them in place.

4.2. Section 1.2.2 is amended and restated in its entirety to incorporate the addition of the underlined language below to read as follows:

To install, extend, operate, use, repair and maintain those elements of the Project Improvements located below grade (inclusive of, without limitation, commercial space, residential space, storage space, parking garages, parking spaces, snowmelt systems, HVAC systems, mechanical systems, phone systems, boilers, intake and exhaust systems, electrical systems, low voltage systems, fire risers, fire pumps, generators, lights, elevators, stairs, ramps, drains, pipes, utilities and other like components as well as rooms housing same) and to upgrade these elements for changing needs of the Project and Project Improvements.

5. Land Use Ordinance and Design Regulations. All references to the Town Land Use Ordinance and Design Regulations set forth in the 2011 Permanent Structures Easement Agreement are hereby replaced with the “CDC.”

6. Project Association as Successor to Grantee. The parties acknowledge and agree that the 2011 Permanent Structures Easement Agreement as modified by this Amendment contemplate that the Project will be subjected to a Condominium formed in accordance with applicable law and existing pursuant to certain Condominium Documents and that a Condominium Association will be formed in accordance with the Condominium Documents which shall manage and operate the Condominium and administer the Common Elements. With the foregoing in mind, if the Project is ever made subject Condominium Documents, then for the purposes of the Agreement, the “Grantee” shall be deemed to be the Condominium Association created pursuant to such Condominium Documents, and the Condominium Association shall have the burdens and benefits imposed and afforded under this Amendment with respect to such parcel, and no individual Unit Owner within such common interest community shall have any of such burdens or benefits, except insofar as they constitute “Authorized Users” and then only in their capacity as such.

7. Indemnification. The first sentence of Section 4 of the 2011 Permanent Structures Easement Agreement is hereby amended and restated in its entirety to read as follows:

Grantee does hereby indemnify and save harmless Grantor and its elected and appointed officials, employees, agents, representatives, assignees, attorneys, successors and assigns from any and all mechanics’ lien(s), expense, claim, action, liability, loss, damage, or suit (including attorney’s fees and costs), and costs of any kind arising out of, or in any way connected with the exercise of the Authorized Uses by Grantee and Grantee’s specifically designated designees, contractors and consultants who are undertaking some or all of the Authorized Uses for Grantee.

8. Insurance. Section 5 of the 2011 Permanent Structures Easement Agreement is hereby amended and restated in its entirety to read as follows:

Throughout the term of the Agreement, Grantee shall keep and maintain, at its sole cost and expense, commercial general liability insurance (“CGL”) in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. CGL insurance shall be written on ISO

occurrence form and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, property damage, and liability assumed under an insured contract. Each Condominium Association which is a Grantee pursuant to Section 6 of the Amendment shall cause its CGL policy to insure against liabilities incurred by each of its members in connection with their use of the easements granted pursuant to this Agreement. Such insurance shall be maintained under a policy pursuant to which the Grantor shall be named as an additional insured, or, alternatively, as a contractual insured. Within seven (7) days of the Effective Date, Grantee shall provide Grantor with a certificate of insurance showing compliance with the insurance requirements set forth above. To the extent commercially available, the certificates shall include a provision requiring a minimum of thirty (30) days' notice to Grantor of any change or cancellation. The amount of the coverage shall be reviewed as necessary and any changes mutually agreed upon, at least every five years, and adjusted to keep pace with the market for similar coverages, but in no event will the amount of the coverage be less than the amount stated above.

Grantor waives all rights against Grantee (and its Authorized Users) for recovery of damages to the extent such damages are covered by the CGL insurance maintained by Grantee pursuant to Section 8 of the Agreement.

9. Remedies. Section 6.5 of the 2011 Permanent Structures Easement Agreement is hereby supplemented by the addition of the following:

A Default under the Agreement by the Responding Party shall not give the Claiming Party the right to terminate the Easement granted in the Agreement.

10. Notice. Section 6.11 of the 2011 Permanent Structures Easement Agreement is hereby amended and restated in its entirety to read as follows:

Any notice or other communication to any party given under this Agreement will be effective only if in writing and shall be deemed received (i) upon receipt when personally delivered; (ii) on the next business day after deposit when sent by a nationally recognized overnight courier service, charges prepaid and properly addressed, for next business day delivery; or (iii) upon confirmation of successful transmission to each recipient's electronic mail, when sent by electronic mail and if confirmed in writing sent by the methods specified in clauses (i) or (ii) of this Section), respectively, to whichever of the following addresses is applicable:

Grantor: Town of Mountain Village Attention: Town Manager 455 Mountain Village Blvd., Suite A Mountain Village, CO 81435 Email:	With copy to: Garfield & Hecht Attn: David H. McConaughy 625 E. Hyman Avenue, Suite 201 Aspen, CO 81611
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Grantee: Tiara Telluride, LLC c/o Lalchandani Simon PL 25 SE 2nd Avenue, Suite 1020 Miami, FL 33131 Email: _____	With copy to: Sherman & Howard L.L.C. Attn: Cynthia M. Stovall 675 15th Street #2300 Denver, CO 80202

Notices must be addressed as set forth above, but each party may change its address by written notice in accordance with this Section.

11. Effect. Except as provided in this Amendment, the 2011 Permanent Structures Easement Agreement remains unmodified and in full force and effect.

12. Recordation. This Amendment shall be recorded in the real property records of San Miguel County, Colorado.

13. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

[This space intentionally left blank.]

GRANTEE:

Tiara Telluride, LLC,
a Colorado limited liability company

By: _____ Date: _____

Printed Name: _____

Title: _____

State of _____)

)ss

County of _____)

Subscribed to and acknowledged before me this ____ day of _____, 202X, by
_____ as the _____ of Tiara
Telluride, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT "A"
(New Easement Area)

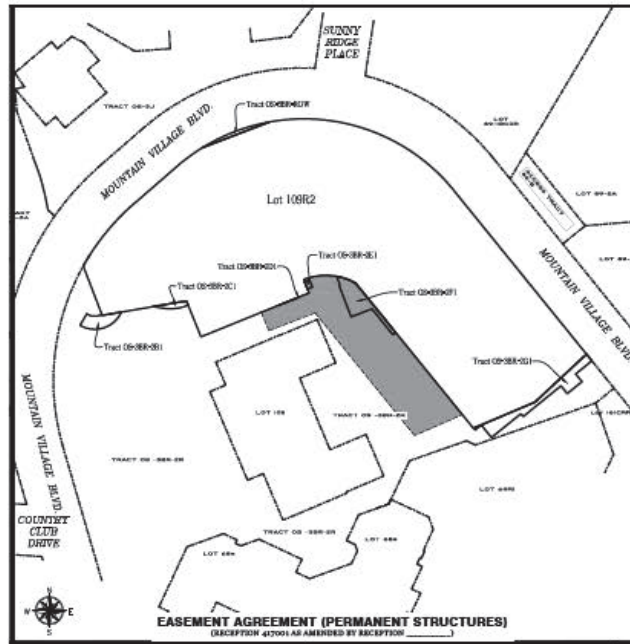


Exhibit A-1

55488131.2

EXHIBIT “B”
(Description of Easement Area)

[To be added.]

55488131.2

Exhibit B-1

EXHIBIT D-4

**First Amendment to and Partial Termination and Relinquishment of Easement Agreement
(Vehicular Access)**

[See attached]

**FIRST AMENDMENT TO AND PARTIAL TERMINATION AND RELINQUISHMENT OF
EASEMENT AGREEMENT
(Vehicular Access)**

This First Amendment to and Partial Termination and Relinquishment of Easement Agreement (Vehicular Access) ("**Amendment**") is made and entered into this _____, 202__ ("**Effective Date**") by and between the Town of Mountain Village, a Colorado municipal corporation and political subdivision of the State of Colorado ("**Grantor**" or "**Town**") and Tiara Telluride, LLC, a Colorado limited liability company ("**Grantee**"). Grantor and Grantee are sometimes each individually referred to as a "**Party**" and sometimes collectively as the "**Parties**."

RECITALS

A. Grantor is the current fee simple owner of Tract OS-3BR-2R, Town of Mountain Village, San Miguel County, Colorado ("**Grantor Property**") according to the "**Replat**" recorded on _____, 202__, in Plat Book _____, Page _____ at Reception No. _____ in the Official Records of the Clerk and Recorder for San Miguel County, Colorado ("**Official Records**").

B. Grantee is the current fee simple owner of certain real property described as Lot 109R2, Town of Mountain Village, San Miguel County, Colorado ("**Grantee Property**") according to the Replat, on which Grantee intends to construct a mixed-use, luxury hotel and residential condominium project on the Grantee Property (the "**Project**"). The Project consists of certain buildings, structures and other improvements (the "**Project Improvements**").

C. Grantor authorized Grantee to develop the Project as evidenced by the Town's approval of the Replat as well as that certain Resolution of Town Council of the Town recorded on _____, 202__ at Reception No. _____ and the Amended and Restated Development Agreement recorded on _____, 202__ at Reception No. _____, both in the Official Records (collectively, the "**Town Approvals**"). The use and development of the Project is further subject to applicable provisions of the Town of Mountain Village Mountain Village Municipal Code Title 17 Community Development Code, adopted by the Town of Mountain Village by Ordinance No. 2013-01, as amended through the Effective Date (the "**CDC**") (which superseded and replaced the Town of Mountain Village Land Use Ordinance referenced in the 2011 Vehicular Access Easement Agreement (defined below)), the Town of Mountain Village Charter and the Town of Mountain Village Municipal Code ("**Town Laws**").

D. Prior to the Replat, portions of the Grantor Property and the Grantee Property were platted as Lot 109R and Tract OS-3BR-2, Town of Mountain Village, San Miguel County, Colorado according to the "**2011 Replat**" recorded on March 18, 2011, in Plat Book 1, Page 4455 at Reception No. 416994 in the Official Records.

E. Concurrently with the 2011 Replat, Grantor and Grantee's predecessor in title, MV Colorado Development Partners, LLC, a Texas limited liability company, entered into that certain Easement Agreement (Vehicular Access) dated March 18, 2011 and recorded March 18, 2011 under Reception No. 417002 in the Official Records (the "**2011 Vehicular Access Easement**").

Exhibit A-1

55488141.2

Agreement") pursuant to which Grantor granted an easement over a portion of Tract OS-3BR-2 for certain Authorized Uses as set forth therein (the "**Vehicular Access Easement**").

F. The Vehicular Access Easement Agreement was entered into pursuant to the 2010 approval by Town Council for the Town of a PUD development for a project on Lot 109R (the "**2010 Lot 109R PUD**") by Resolution of the Town of Mountain Village, Mountain Village, Colorado, Approval of Final Planned Unit Development Application, Mountain Village Hotel Planned Unit Development, Resolution No. 2010-1208-31, recorded in the Official Records on December 10, 2010 under Reception No. 415339 (the "**2010 PUD Approval**") and in connection with (i) that certain Development Agreement, Lot 109R, Town of Mountain Village, Planned Unit Development recorded March 18, 2011 under Reception No. 416997 in the Official Records (the "**2011 Development Agreement**") and (ii) the Replat. The 2010 PUD Approval, 2011 Development Agreement, and Replat contemplated an earlier iteration of the Project on Lot 109R which the 2011 Vehicular Access Easement Agreement was entered into to accommodate. The 2010 PUD Approval and 2011 Development Agreement have been superseded and replaced in their entirety by the Town Approvals and the subject property replatted pursuant to the 2011 Replat.

G. In view of the above-described changes to the Project and related Town Approvals, Grantor and Grantee desire to amend the 2011 Vehicular Access Easement Agreement as set forth in this Amendment, including terminating and releasing it from title to certain parcels of land originally encumbered thereby. The 2011 Vehicular Access Easement Agreement as amended by this Amendment is referred to in this Amendment as the "**Agreement**."

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements made and entered into by the Parties, the sufficiency of which is hereby acknowledged, the undersigned Parties hereby agree as follows:

1. Interpretation. This Amendment amends the 2011 Vehicular Access Easement Agreement. In the event of any inconsistency between the provisions of this Amendment and the provisions of the 2011 Vehicular Access Easement Agreement, the provisions of this Amendment shall control. Capitalized terms used and not otherwise defined in this Amendment have the meaning given to them in the 2011 Vehicular Access Easement Agreement.

2. Easement Area. The description of the "**Easement Area**" set forth in the 2011 Vehicular Access Easement Agreement is hereby amended and restated in its entirety. Accordingly, Exhibit "A" depicting the Easement Area and Exhibit "B" legally describing the Easement Area, each as attached to the 2011 Vehicular Access Easement Agreement, are superseded and replaced in their entirety by the attached Exhibit "A" depicting the Easement Area and Exhibit "B" legally describing the Easement Area, in each case as amended by this Amendment. To the extent property located within the Easement Area defined in the 2011 Vehicular Access Easement Agreement is not within the boundaries of the Easement Area as defined in this Amendment, the burdens of the 2011 Vehicular Access Easement Agreement as modified by this Amendment pertaining to the Easement Area are terminated and released from same. Notwithstanding the

foregoing, the parties acknowledge and agree that in no event will the foregoing impact or modify the effect of Section 3 below.

3. Burdened and Benefited Properties. The legal description of the “Grantor Property” set forth in the 2011 Vehicular Access Easement Agreement is hereby superseded and replaced in its entirety with the legal description set forth in Recital A of this Amendment above. The legal description of the “Grantee Property” set forth in the 2011 Vehicular Access Easement Agreement is hereby superseded and replaced in its entirety with the legal description set forth in Recital B of this Amendment above. The easements, benefits and rights granted and agreed to in the 2011 Vehicular Access Easement Agreement as modified by this Amendment and the burdens, duties and obligations imposed and agreed to in the 2011 Vehicular Access Easement Agreement as modified by this Amendment shall run with the land and shall be a benefit of and burden upon Grantor Property (as defined in Recital A above) on the one hand, and the Grantee Property (as defined in Recital B above) on the other hand, as applicable, during the term of the Agreement. Further, the easements, benefits and rights granted and agreed to in the 2011 Vehicular Access Easement Agreement as modified by this Amendment and the burdens, duties and obligations imposed and agreed to in the 2011 Vehicular Access Easement Agreement as modified by this Amendment shall be binding upon and shall inure to the benefit of, and be a burden upon, the designees, successors, and assigns of all of the Parties to the Agreement during the term of the Agreement.

4. Land Use Ordinance and Design Regulations. All references to the Town Land Use Ordinance and Design Regulations set forth in the 2011 Vehicular Access Easement Agreement are hereby replaced with the “CDC.”

5. Project Association as Successor to Grantee. The parties acknowledge and agree that the 2011 Vehicular Access Easement Agreement as modified by this Amendment contemplate that the Project will be subjected to a Condominium formed in accordance with applicable law and existing pursuant to certain Condominium Documents and that a Condominium Association will be formed in accordance with the Condominium Documents which shall manage and operate the Condominium and administer the Common Elements. With the foregoing in mind, if the Project is ever made subject Condominium Documents, then for the purposes of the Agreement, the “Grantee” shall be deemed to be the Condominium Association created pursuant to such Condominium Documents, and the Condominium Association shall have the burdens and benefits imposed and afforded under this Amendment with respect to such parcel, and no individual Unit Owner within such common interest community shall have any of such burdens or benefits, except insofar as they constitute “Authorized Users” and then only in their capacity as such.

6. Indemnification. The first sentence of Section 4 of the 2011 Vehicular Access Easement Agreement is hereby amended and restated in its entirety to read as follows:

Grantee does hereby indemnify and save harmless Grantor and its elected and appointed officials, employees, agents, representatives, assignees, attorneys, successors and assigns from any and all mechanics’ lien(s), expense, claim, action, liability, loss, damage, or suit (including attorney’s fees and costs), and costs of any kind arising out of, or in any way connected with the exercise of the Authorized

Uses by Grantee and Grantee's specifically designated designees, contractors and consultants who are undertaking some or all of the Authorized Uses for Grantee.

7. Insurance. Section 5 of the 2011 Vehicular Access Easement Agreement is hereby amended and restated in its entirety to read as follows:

Throughout the term of the Agreement, Grantee shall keep and maintain, at its sole cost and expense, commercial general liability insurance ("CGL") in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. CGL insurance shall be written on ISO occurrence form and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, property damage, and liability assumed under an insured contract. Each Condominium Association which is a Grantee pursuant to Section 6 of the Amendment shall cause its CGL policy to insure against liabilities incurred by each of its members in connection with their use of the easements granted pursuant to this Agreement. Such insurance shall be maintained under a policy pursuant to which the Grantor shall be named as an additional insured, or, alternatively, as a contractual insured. Within seven (7) days of the Effective Date, Grantee shall provide Grantor with a certificate of insurance showing compliance with the insurance requirements set forth above. To the extent commercially available, the certificates shall include a provision requiring a minimum of thirty (30) days' notice to Grantor of any change or cancellation. The amount of the coverage shall be reviewed as necessary and any changes mutually agreed upon, at least every five years, and adjusted to keep pace with the market for similar coverages, but in no event will the amount of the coverage be less than the amount stated above.

Grantor waives all rights against Grantee (and its Authorized Users) for recovery of damages to the extent such damages are covered by the CGL insurance maintained by Grantee pursuant to Section 8 of the Agreement.

8. Remedies. Section 6.5 of the 2011 Vehicular Access Easement Agreement is hereby supplemented by the addition of the following:

A Default under the Agreement by the Responding Party shall not give the Claiming Party the right to terminate the Easement granted in the Agreement.

9. Notice. Section 6.11 of the 2011 Vehicular Access Easement Agreement is hereby amended and restated in its entirety to read as follows:

Any notice or other communication to any party given under this Agreement will be effective only if in writing and shall be deemed received (i) upon receipt when personally delivered; (ii) on the next business day after deposit when sent by a nationally recognized overnight courier service, charges prepaid and properly addressed, for next business day delivery; or (iii) upon confirmation of successful transmission to each recipient's electronic mail, when sent by electronic mail and

if confirmed in writing sent by the methods specified in clauses (i) or (ii) of this Section), respectively, to whichever of the following addresses is applicable:

Grantor: Town of Mountain Village Attention: Town Manager 455 Mountain Village Blvd., Suite A Mountain Village, CO 81435 Email: _____	With copy to: Garfield & Hecht Attn: David H. McConaughy 625 E. Hyman Avenue, Suite 201 Aspen, CO 81611
Grantee: Tiara Telluride, LLC c/o Lalchandani Simon PL 25 SE 2nd Avenue, Suite 1020 Miami, FL 33131 Email: _____	With copy to: Sherman & Howard L.L.C. Attn: Cynthia M. Stovall 675 15th Street #2300 Denver, CO 80202

Notices must be addressed as set forth above, but each party may change its address by written notice in accordance with this Section.

10. Effect. Except as provided in this Amendment, the 2011 Vehicular Access Easement Agreement remains unmodified and in full force and effect.

11. Recordation. This Amendment shall be recorded in the real property records of San Miguel County, Colorado.

12. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

[This space intentionally left blank.]

GRANTEE:

Tiara Telluride, LLC,
a Colorado limited liability company

By: _____ Date: _____

Printed Name: _____

Title: _____

State of _____)

)ss

County of _____)

Subscribed to and acknowledged before me this ____ day of _____, 202X, by
_____ as the _____ of Tiara
Telluride, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT "A"
(New Easement Area)

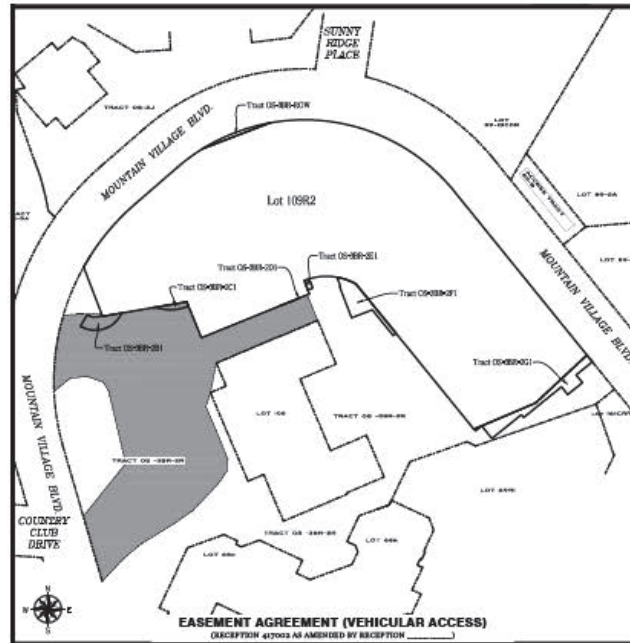


Exhibit A-1

55488141.2

EXHIBIT “B”
(Description of Easement Area)

[To be added.]

55488141.2

Exhibit B-1

EXHIBIT D-5

**First Amendment to and Partial Termination and Relinquishment of Easement Agreement
(Mountain Village Blvd Work)**

[See attached]

**FIRST AMENDMENT TO AND PARTIAL TERMINATION AND RELINQUISHMENT OF
EASEMENT AGREEMENT
(Mountain Village Blvd Work)**

This First Amendment to and Partial Termination and Relinquishment of Easement Agreement (Mountain Village Blvd Work) (“**Amendment**”) is made and entered into this _____, 202__ (“**Effective Date**”) by and between the Town of Mountain Village, a Colorado municipal corporation and political subdivision of the State of Colorado (“**Grantor**” or “**Town**”) and Tiara Telluride, LLC, a Colorado limited liability company (“**Grantee**”). Grantor and Grantee are sometimes each individually referred to as a “**Party**” and sometimes collectively as the “**Parties**.”

RECITALS

A. Grantor is the current fee simple owner of Tract OS-3BR-2R, Town of Mountain Village, San Miguel County, Colorado (“**Grantor Property**”) according to the “**Replat**” recorded on _____, 202__, in Plat Book _____, Page _____ at Reception No. _____ in the Official Records of the Clerk and Recorder for San Miguel County, Colorado (“**Official Records**”).

B. Grantee is the current fee simple owner of certain real property described as Lot 109R2, Town of Mountain Village, San Miguel County, Colorado (“**Grantee Property**”) according to the Replat, on which Grantee intends to construct a mixed-use, luxury hotel and residential condominium project on the Grantee Property (the “**Project**”). The Project consists of certain buildings, structures and other improvements (the “**Project Improvements**”).

C. Grantor authorized Grantee to develop the Project as evidenced by the Town’s approval of the Replat as well as that certain Resolution of Town Council of the Town recorded on _____, 202__ at Reception No. _____ and the Amended and Restated Development Agreement recorded on _____, 202__ at Reception No. _____, both in the Official Records (collectively, the “**Town Approvals**”). The use and development of the Project is further subject to applicable provisions of the Town of Mountain Village Mountain Village Municipal Code Title 17 Community Development Code, adopted by the Town of Mountain Village by Ordinance No. 2013-01, as amended through the Effective Date (the “**CDC**”) (which superseded and replaced the Town of Mountain Village Land Use Ordinance referenced in the 2011 Mountain Village Blvd Work Easement Agreement (defined below)), the Town of Mountain Village Charter and the Town of Mountain Village Municipal Code (“**Town Laws**”).

D. Prior to the Replat, portions of the Grantor Property and the Grantee Property were platted as Lot 109R and Tract OS-3BR-2, Town of Mountain Village, San Miguel County, Colorado according to the “**2011 Replat**” recorded on March 18, 2011, in Plat Book 1, Page 4455 at Reception No. 416994 in the Official Records.

E. Concurrently with the 2011 Replat, Grantor and Grantee’s predecessor in title, MV Colorado Development Partners, LLC, a Texas limited liability company, entered into that certain Easement Agreement (Mountain Village Blvd Work) dated March 18, 2011 and recorded March 18, 2011 under Reception No. 417003 in the Official Records (the “**2011 Mountain Village Blvd**

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Work Easement Agreement") pursuant to which Grantor granted an easement over a portion of Tract OS-3BR-2 for certain Authorized Uses as set forth therein (the "**Mountain Village Blvd Work Easement**").

F. The Mountain Village Blvd Work Easement Agreement was entered into pursuant to the 2010 approval by Town Council for the Town of a PUD development for a project on Lot 109R (the "**2010 Lot 109R PUD**") by Resolution of the Town of Mountain Village, Mountain Village, Colorado, Approval of Final Planned Unit Development Application, Mountain Village Hotel Planned Unit Development, Resolution No. 2010-1208-31, recorded in the Official Records on December 10, 2010 under Reception No. 415339 (the "**2010 PUD Approval**") and in connection with (i) that certain Development Agreement, Lot 109R, Town of Mountain Village, Planned Unit Development recorded March 18, 2011 under Reception No. 416997 in the Official Records (the "**2011 Development Agreement**") and (ii) the Replat. The 2010 PUD Approval, 2011 Development Agreement, and Replat contemplated an earlier iteration of the Project on Lot 109R which the 2011 Mountain Village Blvd Work Easement Agreement was entered into to accommodate. The 2010 PUD Approval and 2011 Development Agreement have been superseded and replaced in their entirety by the Town Approvals and the subject property replatted pursuant to the 2011 Replat.

G. In view of the above-described changes to the Project and related Town Approvals, Grantor and Grantee desire to amend the 2011 Mountain Village Blvd Work Easement Agreement as set forth in this Amendment, including terminating and releasing it from title to certain parcels of land originally encumbered thereby. The 2011 Mountain Village Blvd Work Easement Agreement as amended by this Amendment is referred to in this Amendment as the "**Agreement**."

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements made and entered into by the Parties, the sufficiency of which is hereby acknowledged, the undersigned Parties hereby agree as follows:

1. Interpretation. This Amendment amends the 2011 Mountain Village Blvd Work Easement Agreement. In the event of any inconsistency between the provisions of this Amendment and the provisions of the 2011 Mountain Village Blvd Work Easement Agreement, the provisions of this Amendment shall control. Capitalized terms used and not otherwise defined in this Amendment have the meaning given to them in the 2011 Mountain Village Blvd Work Easement Agreement.

2. Easement Area. The description of the "**Easement Area**" set forth in the 2011 Mountain Village Blvd Work Easement Agreement is hereby amended and restated in its entirety. Accordingly, Exhibit "A" depicting the Easement Area and Exhibit "B" legally describing the Easement Area, each as attached to the 2011 Mountain Village Blvd Work Easement Agreement, are superseded and replaced in their entirety by the attached Exhibit "A" depicting the Easement Area and Exhibit "B" legally describing the Easement Area, in each case as amended by this Amendment. To the extent property located within the Easement Area defined in the 2011 Mountain Village Blvd Work Easement Agreement is not within the boundaries of the Easement Area as defined in this Amendment, the burdens of the 2011 Mountain Village Blvd Work Easement Agreement as modified by this Amendment pertaining to the Easement Area are

terminated and released from same. Notwithstanding the foregoing, the parties acknowledge and agree that in no event will the foregoing impact or modify the effect of Section 3 below.

3. Burdened and Benefited Properties. The legal description of the “Grantor Property” set forth in the 2011 Mountain Village Blvd Work Easement Agreement is hereby superseded and replaced in its entirety with the legal description set forth in Recital A of this Amendment above. The legal description of the “Grantee Property” set forth in the 2011 Mountain Village Blvd Work Easement Agreement is hereby superseded and replaced in its entirety with the legal description set forth in Recital B of this Amendment above. The easements, benefits and rights granted and agreed to in the 2011 Mountain Village Blvd Work Easement Agreement as modified by this Amendment and the burdens, duties and obligations imposed and agreed to in the 2011 Mountain Village Blvd Work Easement Agreement as modified by this Amendment shall run with the land and shall be a benefit of and burden upon Grantor Property (as defined in Recital A above) on the one hand, and the Grantee Property (as defined in Recital B above) on the other hand, as applicable, during the term of the Agreement. Further, the easements, benefits and rights granted and agreed to in the 2011 Mountain Village Blvd Work Easement Agreement as modified by this Amendment and the burdens, duties and obligations imposed and agreed to in the 2011 Mountain Village Blvd Work Easement Agreement as modified by this Amendment shall be binding upon and shall inure to the benefit of, and be a burden upon, the designees, successors, and assigns of all of the Parties to the Agreement during the term of the Agreement.

4. Authorized Uses. The list of “**Authorized Uses**” set forth in Section 1.2 of the 2011 Mountain Village Blvd Work Easement Agreement is hereby amended as follows:

4.1. The following new sections are hereby added to Section 1.2:

1.2.3 To install, extend, operate, use, repair and maintain hardscaping (inclusive of, without limitation and/or exclusion, a pedestrian sidewalk, curbs and gutters, street lighting, paving and drainage structures such as culverts, cross pans and inlets, pedestrian ramps and pedestrian crossings and other facilities contemplated by the Town Approvals) and, subject to receiving Town approval, to upgrade such hardscaping for changing needs of the Project.

1.2.4 To install, extend, operate, use, repair and maintain a snowmelt system (inclusive of, without limitation and/or exclusion, necessary utilities, boilers, tubing, lines, insulation, coverings and other components) and to upgrade the snowmelt system for changing needs of the Project. Following the construction of the Project, Grantee further agrees to operate and maintain the snowmelt system during months of inclement weather so as to prevent and eliminate any snow accumulation on the plaza areas.

1.2.5 For temporary layback of excavated materials and to install, extend, operate, use, repair and maintain underground support members and devices such as but not limited to excavation shoring walls, soil nails, nail screws and tieback systems, all constructed at and below the at-grade level of the Grantee Property and continuing below the lowest surface of the improvements to be constructed on Grantee Property which may remain in place following initial construction of the

Project, and those elements of the Project Improvements located below grade (inclusive of, without limitation, footers, walls, foundations, columns, supports and other like components) and to upgrade these elements for changing needs of the Project and Project Improvements. Following completion of Grantee's foundation work for the Project, Grantee shall not be required to remove any shoring, soil nails, soil screws or tiebacks installed on the Grantor Property pursuant to this Agreement; provided, however, that Grantee shall be required to de-tension any post tensioned cable tiebacks so that Grantor may safely remove them in the course of any future excavation activities on the Grantor Property. After substantial completion of the Project, all tiebacks and concrete casings that extend into and under the Easement Area shall be deemed permissibly abandoned by Grantee and Grantor may remove, destroy, cut through, or leave them in place.

5. Land Use Ordinance and Design Regulations. All references to the Town Land Use Ordinance and Design Regulations set forth in the 2011 Mountain Village Blvd Work Easement Agreement are hereby replaced with the "CDC."

6. Project Association as Successor to Grantee. The parties acknowledge and agree that the 2011 Mountain Village Blvd Work Easement Agreement as modified by this Amendment contemplate that the Project will be subjected to a Condominium formed in accordance with applicable law and existing pursuant to certain Condominium Documents and that a Condominium Association will be formed in accordance with the Condominium Documents which shall manage and operate the Condominium and administer the Common Elements. With the foregoing in mind, if the Project is ever made subject Condominium Documents, then for the purposes of the Agreement, the "Grantee" shall be deemed to be the Condominium Association created pursuant to such Condominium Documents, and the Condominium Association shall have the burdens and benefits imposed and afforded under this Amendment with respect to such parcel, and no individual Unit Owner within such common interest community shall have any of such burdens or benefits, except insofar as they constitute "Authorized Users" and then only in their capacity as such.

7. Indemnification. The first sentence of Section 4 of the 2011 Mountain Village Blvd Work Easement Agreement is hereby amended and restated in its entirety to read as follows:

Grantee does hereby indemnify and save harmless Grantor and its elected and appointed officials, employees, agents, representatives, assignees, attorneys, successors and assigns from any and all mechanics' lien(s), expense, claim, action, liability, loss, damage, or suit (including attorney's fees and costs), and costs of any kind arising out of, or in any way connected with the exercise of the Authorized Uses by Grantee and Grantee's specifically designated designees, contractors and consultants who are undertaking some or all of the Authorized Uses for Grantee.

8. Insurance. Section 5 of the 2011 Mountain Village Blvd Work Easement Agreement is hereby amended and restated in its entirety to read as follows:

Throughout the term of the Agreement, Grantee shall keep and maintain, at its sole cost and expense, commercial general liability insurance ("CGL") in amounts of

not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. CGL insurance shall be written on ISO occurrence form and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, property damage, and liability assumed under an insured contract. Each Condominium Association which is a Grantee pursuant to Section 6 of the Amendment shall cause its CGL policy to insure against liabilities incurred by each of its members in connection with their use of the easements granted pursuant to this Agreement. Such insurance shall be maintained under a policy pursuant to which the Grantor shall be named as an additional insured, or, alternatively, as a contractual insured. Within seven (7) days of the Effective Date, Grantee shall provide Grantor with a certificate of insurance showing compliance with the insurance requirements set forth above. To the extent commercially available, the certificates shall include a provision requiring a minimum of thirty (30) days' notice to Grantor of any change or cancellation. The amount of the coverage shall be reviewed as necessary and any changes mutually agreed upon, at least every five years, and adjusted to keep pace with the market for similar coverages, but in no event will the amount of the coverage be less than the amount stated above.

Grantor waives all rights against Grantee (and its Authorized Users) for recovery of damages to the extent such damages are covered by the CGL insurance maintained by Grantee pursuant to Section 8 of the Agreement.

9. Remedies. Section 6.5 of the 2011 Mountain Village Blvd Work Easement Agreement is hereby supplemented by the addition of the following:

A Default under the Agreement by the Responding Party shall not give the Claiming Party the right to terminate the Easement granted in the Agreement.

10. Notice. Section 6.11 of the 2011 Mountain Village Blvd Work Easement Agreement is hereby amended and restated in its entirety to read as follows:

Any notice or other communication to any party given under this Agreement will be effective only if in writing and shall be deemed received (i) upon receipt when personally delivered; (ii) on the next business day after deposit when sent by a nationally recognized overnight courier service, charges prepaid and properly addressed, for next business day delivery; or (iii) upon confirmation of successful transmission to each recipient's electronic mail, when sent by electronic mail and if confirmed in writing sent by the methods specified in clauses (i) or (ii) of this Section), respectively, to whichever of the following addresses is applicable:

Grantor: Town of Mountain Village Attention: Town Manager 455 Mountain Village Blvd., Suite A Mountain Village, CO 81435	With copy to: Garfield & Hecht Attn: David H. McConaughy 625 E. Hyman Avenue, Suite 201 Aspen, CO 81611
--	--

Email: _____	
Grantee: Tiara Telluride, LLC c/o Lalchandani Simon PL 25 SE 2nd Avenue, Suite 1020 Miami, FL 33131 Email: _____	With copy to: Sherman & Howard L.L.C. Attn: Cynthia M. Stovall 675 15th Street #2300 Denver, CO 80202

Notices must be addressed as set forth above, but each party may change its address by written notice in accordance with this Section.

11. Effect. Except as provided in this Amendment, the 2011 Mountain Village Blvd Work Easement Agreement remains unmodified and in full force and effect.

12. Recordation. This Amendment shall be recorded in the real property records of San Miguel County, Colorado.

13. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

[This space intentionally left blank.]

GRANTEE:

Tiara Telluride, LLC,
a Colorado limited liability company

By: _____ Date: _____

Printed Name: _____

Title: _____

State of _____)

)ss

County of _____)

Subscribed to and acknowledged before me this ____ day of _____, 202X, by
_____ as the _____ of Tiara
Telluride, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT "A"
(New Easement Area)

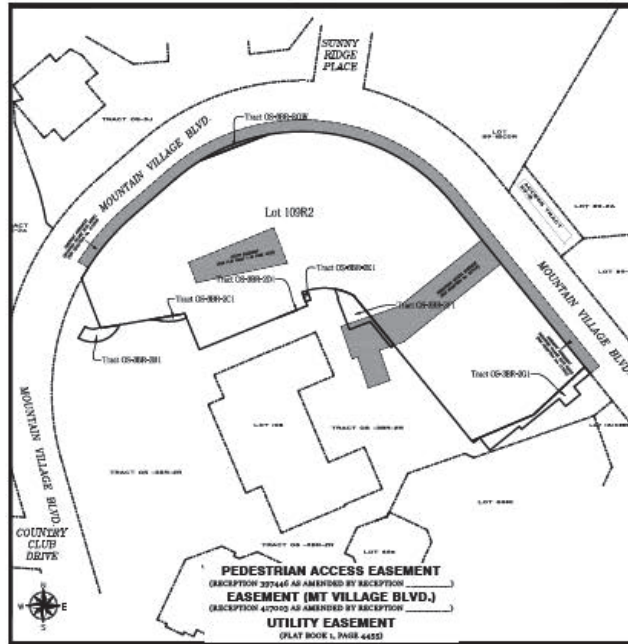


Exhibit B-1

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D-5-10

54559145.12

EXHIBIT “B”
(Description of Easement Area)

[To be added.]

55488142.2

Exhibit B-1

EXHIBIT D-6

**First Amendment to and Partial Termination and Relinquishment of Easement Agreement
(Utilities)**

[See attached]

**FIRST AMENDMENT TO AND PARTIAL TERMINATION AND RELINQUISHMENT OF
EASEMENT AGREEMENT
(Utilities)**

This First Amendment to and Partial Termination and Relinquishment of Easement Agreement (Utilities) (“**Amendment**”) is made and entered into this _____, 202__ (“**Effective Date**”) by and between the Town of Mountain Village, a Colorado municipal corporation and political subdivision of the State of Colorado (“**Grantor**” or “**Town**”) and Tiara Telluride, LLC, a Colorado limited liability company (“**Grantee**”). Grantor and Grantee are sometimes each individually referred to as a “**Party**” and sometimes collectively as the “**Parties**.”

RECITALS

A. Grantor is the current fee simple owner of Tract OS-3BR-2R, Town of Mountain Village, San Miguel County, Colorado (“**Grantor Property**”) according to the “**Replat**” recorded on _____, 202__, in Plat Book _____, Page _____ at Reception No. _____ in the Official Records of the Clerk and Recorder for San Miguel County, Colorado (“**Official Records**”).

B. Grantee is the current fee simple owner of certain real property described as Lot 109R2, Town of Mountain Village, San Miguel County, Colorado (“**Grantee Property**”) according to the Replat, on which Grantee intends to construct a mixed-use, luxury hotel and residential condominium project on the Grantee Property (the “**Project**”). The Project consists of certain buildings, structures and other improvements (the “**Project Improvements**”).

C. Grantor authorized Grantee to develop the Project as evidenced by the Town’s approval of the Replat as well as that certain Resolution of Town Council of the Town recorded on _____, 202__ at Reception No. _____ and the Amended and Restated Development Agreement recorded on _____, 202__ at Reception No. _____, both in the Official Records (collectively, the “**Town Approvals**”). The use and development of the Project is further subject to applicable provisions of the Town of Mountain Village Mountain Village Municipal Code Title 17 Community Development Code, adopted by the Town of Mountain Village by Ordinance No. 2013-01, as amended through the Effective Date (the “**CDC**”) (which superseded and replaced the Town of Mountain Village Land Use Ordinance referenced in the 2011 Utilities Easement Agreement (defined below)), the Town of Mountain Village Charter and the Town of Mountain Village Municipal Code (“**Town Laws**”).

D. Prior to the Replat, portions of the Grantor Property and the Grantee Property were platted as Lot 109R and Tract OS-3BR-2, Town of Mountain Village, San Miguel County, Colorado according to the “**2011 Replat**” recorded on March 18, 2011, in Plat Book 1, Page 4455 at Reception No. 416994 in the Official Records.

E. Concurrently with the 2011 Replat, Grantor and Grantee’s predecessor in title, MV Colorado Development Partners, LLC, a Texas limited liability company, entered into that certain Easement Agreement (Utilities) dated March 18, 2011 and recorded March 18, 2011 under Reception No. 417004 in the Official Records (the “**2011 Utilities Easement Agreement**”)

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pursuant to which Grantor granted an easement over a portion of Tract OS-3BR-2 for certain Authorized Uses as set forth therein (the “**Utilities Easement**”).

F. The Utilities Easement Agreement was entered into pursuant to the 2010 approval by Town Council for the Town of a PUD development for a project on Lot 109R (the “**2010 Lot 109R PUD**”) by Resolution of the Town of Mountain Village, Mountain Village, Colorado, Approval of Final Planned Unit Development Application, Mountain Village Hotel Planned Unit Development, Resolution No. 2010-1208-31, recorded in the Official Records on December 10, 2010 under Reception No. 415339 (the “**2010 PUD Approval**”) and in connection with (i) that certain Development Agreement, Lot 109R, Town of Mountain Village, Planned Unit Development recorded March 18, 2011 under Reception No. 416997 in the Official Records (the “**2011 Development Agreement**”) and (ii) the Replat. The 2010 PUD Approval, 2011 Development Agreement, and Replat contemplated an earlier iteration of the Project on Lot 109R which the 2011 Utilities Easement Agreement was entered into to accommodate. The 2010 PUD Approval and 2011 Development Agreement have been superseded and replaced in their entirety by the Town Approvals and the subject property replatted pursuant to the 2011 Replat.

G. The Project is intended to be subjected to a condominium regime (“**Condominium**”) formed in accordance with applicable law and existing pursuant to certain “**Condominium Documents**”. The Condominium will consist of certain “**Units**” and “**Common Elements**”, including “**Limited Common Elements**”. A certain “**Condominium Association**” will be formed in accordance with the Condominium Documents, which shall manage and operate the Condominium and administer the Common Elements. The Units will be owned by individual “**Unit Owners**” consistent with their rights, duties and obligations arising under the Condominium Documents.

H. In view of the above-described changes to the Project and related Town Approvals, Grantor and Grantee desire to amend the 2011 Utilities Easement Agreement as set forth in this Amendment, including terminating and releasing it from title to certain parcels of land originally encumbered thereby. The 2011 Utilities Easement Agreement as amended by this Amendment is referred to in this Amendment as the “**Agreement**.”

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements made and entered into by the Parties, the sufficiency of which is hereby acknowledged, the undersigned Parties hereby agree as follows:

1. Interpretation. This Amendment amends the 2011 Utilities Easement Agreement. In the event of any inconsistency between the provisions of this Amendment and the provisions of the 2011 Utilities Easement Agreement, the provisions of this Amendment shall control. Capitalized terms used and not otherwise defined in this Amendment have the meaning given to them in the 2011 Utilities Easement Agreement.

2. Easement Area. The description of the “**Easement Area**” set forth in the 2011 Utilities Easement Agreement is hereby amended and restated in its entirety. Accordingly, Exhibit “A” depicting the Easement Area and Exhibit “B” legally describing the Easement Area, each as

attached to the 2011 Utilities Easement Agreement, are superseded and replaced in their entirety by the attached Exhibit "A" depicting the Easement Area and Exhibit "B" legally describing the Easement Area, in each case as amended by this Amendment. To the extent property located within the Easement Area defined in the 2011 Utilities Easement Agreement is not within the boundaries of the Easement Area as defined in this Amendment, the burdens of the 2011 Utilities Easement Agreement as modified by this Amendment pertaining to the Easement Area are terminated and released from same. Notwithstanding the foregoing, the parties acknowledge and agree that in no event will the foregoing impact or modify the effect of Section 3 below.

3. Burdened and Benefited Properties. The legal description of the "Grantor Property" set forth in the 2011 Utilities Easement Agreement is hereby superseded and replaced in its entirety with the legal description set forth in Recital A of this Amendment above. The legal description of the "Grantee Property" set forth in the 2011 Utilities Easement Agreement is hereby superseded and replaced in its entirety with the legal description set forth in Recital B of this Amendment above. The easements, benefits and rights granted and agreed to in the 2011 Utilities Easement Agreement as modified by this Amendment and the burdens, duties and obligations imposed and agreed to in the 2011 Utilities Easement Agreement as modified by this Amendment shall run with the land and shall be a benefit of and burden upon Grantor Property (as defined in Recital A above) on the one hand, and the Grantee Property (as defined in Recital B above) on the other hand, as applicable, during the term of the Agreement. Further, the easements, benefits and rights granted and agreed to in the 2011 Utilities Easement Agreement as modified by this Amendment and the burdens, duties and obligations imposed and agreed to in the 2011 Utilities Easement Agreement as modified by this Amendment shall be binding upon and shall inure to the benefit of, and be a burden upon, the designees, successors, and assigns of all of the Parties to the Agreement during the term of the Agreement.

4. Land Use Ordinance and Design Regulations. All references to the Town Land Use Ordinance and Design Regulations set forth in the 2011 Utilities Easement Agreement are hereby replaced with the "CDC."

5. Project Association as Successor to Grantee. The parties acknowledge and agree that the 2011 Utilities Easement Agreement as modified by this Amendment contemplate that the Project will be subjected to a Condominium formed in accordance with applicable law and existing pursuant to certain Condominium Documents and that a Condominium Association will be formed in accordance with the Condominium Documents which shall manage and operate the Condominium and administer the Common Elements. With the foregoing in mind, if the Project is ever made subject Condominium Documents, then for the purposes of the Agreement, the "Grantee" shall be deemed to be the Condominium Association created pursuant to such Condominium Documents, and the Condominium Association shall have the burdens and benefits imposed and afforded under this Amendment with respect to such parcel, and no individual Unit Owner within such common interest community shall have any of such burdens or benefits, except insofar as they constitute "Authorized Users" and then only in their capacity as such.

5.1. Association as Authorized User. Section 1.1 is supplemented with the addition of the following new Section 1.1.4 adding additional Authorized Users:

The Condominium Association and its designees, including its managers, contractors and consultants retained to undertake the Authorized Uses allowed by this Agreement.

6. Indemnification. The first sentence of Section 5 of the 2011 Utilities Easement Agreement is hereby amended and restated in its entirety to read as follows:

Grantee does hereby indemnify and save harmless Grantor and its elected and appointed officials, employees, agents, representatives, assignees, attorneys, successors and assigns from any and all mechanics' lien(s), expense, claim, action, liability, loss, damage, or suit (including attorney's fees and costs), and costs of any kind arising out of, or in any way connected with the exercise of the Authorized Uses by Grantee and Grantee's specifically designated designees, contractors and consultants who are undertaking some or all of the Authorized Uses for Grantee.

7. Insurance. Section 6 of the 2011 Utilities Easement Agreement is hereby amended and restated in its entirety to read as follows:

Throughout the term of the Agreement, Grantee shall keep and maintain, at its sole cost and expense, commercial general liability insurance ("CGL") in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. CGL insurance shall be written on ISO occurrence form and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, property damage, and liability assumed under an insured contract. Each Condominium Association which is a Grantee pursuant to Section 6 of the Amendment shall cause its CGL policy to insure against liabilities incurred by each of its members in connection with their use of the easements granted pursuant to this Agreement. Such insurance shall be maintained under a policy pursuant to which the Grantor shall be named as an additional insured, or, alternatively, as a contractual insured. Within seven (7) days of the Effective Date, Grantee shall provide Grantor with a certificate of insurance showing compliance with the insurance requirements set forth above. To the extent commercially available, the certificates shall include a provision requiring a minimum of thirty (30) days' notice to Grantor of any change or cancellation. The amount of the coverage shall be reviewed as necessary and any changes mutually agreed upon, at least every five years, and adjusted to keep pace with the market for similar coverages, but in no event will the amount of the coverage be less than the amount stated above.

Grantor waives all rights against Grantee (and its Authorized Users) for recovery of damages to the extent such damages are covered by the CGL insurance maintained by Grantee pursuant to Section 8 of the Agreement.

8. Remedies. Section 7.5 of the 2011 Utilities Easement Agreement is hereby supplemented by the addition of the following:

A Default under the Agreement by the Responding Party shall not give the Claiming Party the right to terminate the Easement granted in the Agreement.

9. Notice. Section 7.11 of the 2011 Utilities Easement Agreement is hereby amended and restated in its entirety to read as follows:

Any notice or other communication to any party given under this Agreement will be effective only if in writing and shall be deemed received (i) upon receipt when personally delivered; (ii) on the next business day after deposit when sent by a nationally recognized overnight courier service, charges prepaid and properly addressed, for next business day delivery; or (iii) upon confirmation of successful transmission to each recipient's electronic mail, when sent by electronic mail and if confirmed in writing sent by the methods specified in clauses (i) or (ii) of this Section), respectively, to whichever of the following addresses is applicable:

Grantor: Town of Mountain Village Attention: Town Manager 455 Mountain Village Blvd., Suite A Mountain Village, CO 81435 Email: _____	With copy to: Garfield & Hecht Attn: David H. McConaughy 625 E. Hyman Avenue, Suite 201 Aspen, CO 81611
Grantee: Tiara Telluride, LLC c/o Lalchandani Simon PL 25 SE 2nd Avenue, Suite 1020 Miami, FL 33131 Email: _____	With copy to: Sherman & Howard L.L.C. Attn: Cynthia M. Stovall 675 15th Street #2300 Denver, CO 80202

Notices must be addressed as set forth above, but each party may change its address by written notice in accordance with this Section.

10. Effect. Except as provided in this Amendment, the 2011 Utilities Easement Agreement remains unmodified and in full force and effect.

11. Recordation. This Amendment shall be recorded in the real property records of San Miguel County, Colorado.

12. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

[This space intentionally left blank.]

GRANTEE:

Tiara Telluride, LLC,
a Colorado limited liability company

By: _____ Date: _____

Printed Name: _____

Title: _____

State of _____)

)ss

County of _____)

Subscribed to and acknowledged before me this ____ day of _____, 202X, by
_____ as the _____ of Tiara
Telluride, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT "A"
(New Easement Area)

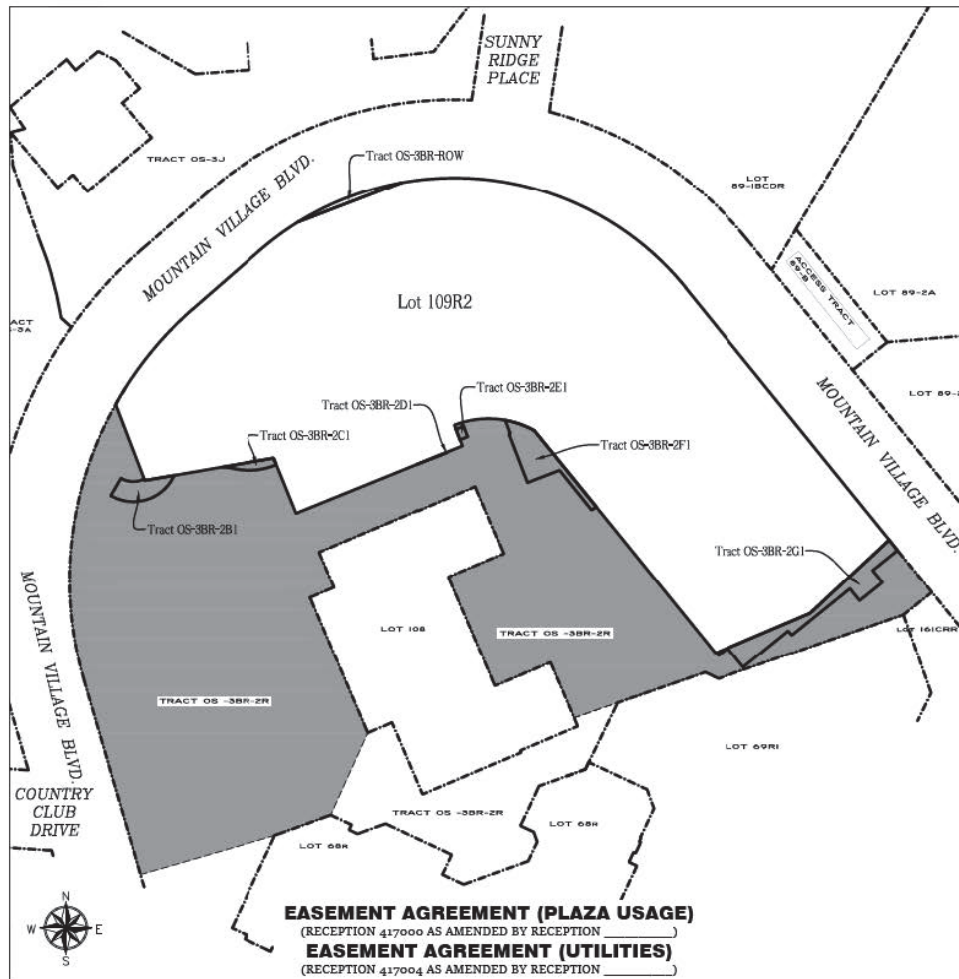


Exhibit A-1

55488144.2

EXHIBIT “B”
(Description of Easement Area)

[To be added.]

55488144.2

Exhibit B-1

Public Improvements Table
Major Subdivision Application
Lot 109R, Town of Mountain Village, San Miguel County, Colorado

Submitted October 21, 2022

Pedestrian Access Stairs	From Access Tract 89B to Village Center
Boiler System Serving Snow Melt	Trash Enclosure Area
Fire Lane and Access	Adjacent to Building on Town Owned Property (subject to easement)
Plaza Improvements, including lighting	Plaza Area
Sidewalks with snowmelt and lighting	Along Mountain Village Blvd; from Four Seasons Stairway to Port Cachere; From Port Cachere to Garage Entrance at Level G2; From Shirana Staircase to Mountain Village Blvd.
Utilities Serving Town Lighting System	On Town Owned Property
New Trash Enclosure	Trash Enclosure Area

VAULT MANAGEMENT TIARA TELLURIDE LLC

October 21, 2022

PROJECT SUMMARY

Tiara Telluride, LLC, a Colorado limited liability company (“**Tiara**”) has submitted a Major PUD Amendment Application with respect to Lot 109R, Town of Mountain Village, San Miguel County, Colorado. Tiara has made a considerable effort to thoughtfully and creatively design a forward-thinking project that will provide considerable community and public benefits. The project includes an industry leading five-star hotel, premium condominium units, best in class food and beverage outlets, a one-of-a-kind spa, and unique and exciting retail boutiques. The hotel and related amenities will be scheduled to operate year-round. Additionally, the project will include employee apartments and dormitories providing housing opportunities for over 50 employees, addressing a significant need for the continued growth of the Town.

After the meeting with the DRB and Town Council we “went back to the drawing board” and spent time carving from the façade to lower heights. We are submitting a revision which has responded to these comments and incorporated a design in compliance with the current and approved PUD. This has removed any need to request a variance for the max or average heights. It also allowed us to further develop the architecture so that we could integrate design aesthetics desired.

Lot 109R is currently subject to a PUD approved in 2010 that envisioned a hotel and condominium project constructed on Lot 109R. Tiara intends to develop a project that meets the intentions of the approved PUD, but also works to surpass the original goals of the 2010 PUD by developing a premier, cutting-edge and sustainable project, with significantly more community and public benefits then intended under the 2010 PUD.

In response to DRB comments building heights have been addressed and reduced in conformance with the approved PUD. The building mass has been carved away resulting in a net rentable loss, but with a result we feel is an improvement to the architecture and responds to the Community Development Code.

The comments received for the plaza side of the building have been addressed by further development of the building steps and incorporating columns to anchor the building. The fifth floor steps and allows large balconies for outdoor spaces as the building mass reduces as it continues upwards. The roof lines have been pulled in opening some of these balconies to the sky and carving out views.

Tiara recognizes the significance of this site to the Town, as it serves as one of the last available lots to be developed in the Village Town Center. Because of the importance of this project to the Town, Tiara has worked with intention to creatively engineer a project that fits the unique layout of Lot 109R, while providing a design that will serve as a welcome addition to the Town's beautiful skyline.

Tiara has worked diligently to develop the design of the project with a focus on creating a timeless building that conforms to the natural elements and unique environment of Mountain Village. The design also reflects the comments received during preliminary design session meetings with the Town and throughout the months following those initial meetings.

Tiara also continues to work with the five-star flagship operator on their specific design and construction requirements to satisfy their operational needs and amenity requirements. Much like the comprehensive plan requires, the flagship hotel is focused on amenities that serve not just the hotel, but the public and community as well.

The siting of the hotel has a focus on integration of the plaza and its surroundings by creating an activated indoor/outdoor environment. As comments are addressed, the focus of updating the town's existing courtyard plaza with new and upgraded landscaping has been a crucial focus. The site is immediately adjacent and overlaps this key connection from Sea Forever Village to the Mountain Village plaza center via the pedestrian accessway.

The proposed plan has maintained this circulation by creating a void through the buildings mass at the pedestrian plaza level so that the hotel flanks each side of the pedestrian accessway. This void also creates the opportunity for an accessway easement under the building that maintains the existing circulation. The design integrates the existing corridor connection for pedestrian and bicycle access neatly tucked under the roadway without any impediment. Once through the existing tunnel, pedestrians arrive on the other side under the hotel structure safely covered from any weather and have immediate and direct access to the public amenities.

Once in the plaza, the pedestrian access is a continuous open circulation of varying options for the path an individual is taking. Furthermore, the addition of a public stairway has been proposed off the plaza that allows pedestrians to circulate up to Mountain Village Blvd. or down from the adjacent surroundings. The town's plaza upgrades proposed include snow melt which not only maintains public safety and improves snow removal, but also allows 365-day access to the spa and retail spaces directly off the plaza or for public events. Anchors will be incorporated into the final building to allow connection for cover or festive lights.

BUILDING MASSING

The building massing is comprised of public spaces at the plaza floor level which include a spa, market, and retail spaces. At the main level, interior spaces include a restaurant/lobby bar, flagship amenity space, office space, Porte Cochere and parking garage.

There is an intermediate level which provides 14,455 sf of employee housing. The horizontal element of this wing nestles the housing neatly in the intermediate level and provides façade relief with punched window openings that are surrounded with weathered steel horizontal louvered portals. The flagship's design requirements include incorporating employee amenity space that is private and specifically for the employees of the hotel. The amenity space includes gym, library, kitchen, game room, laundry, and cinema.

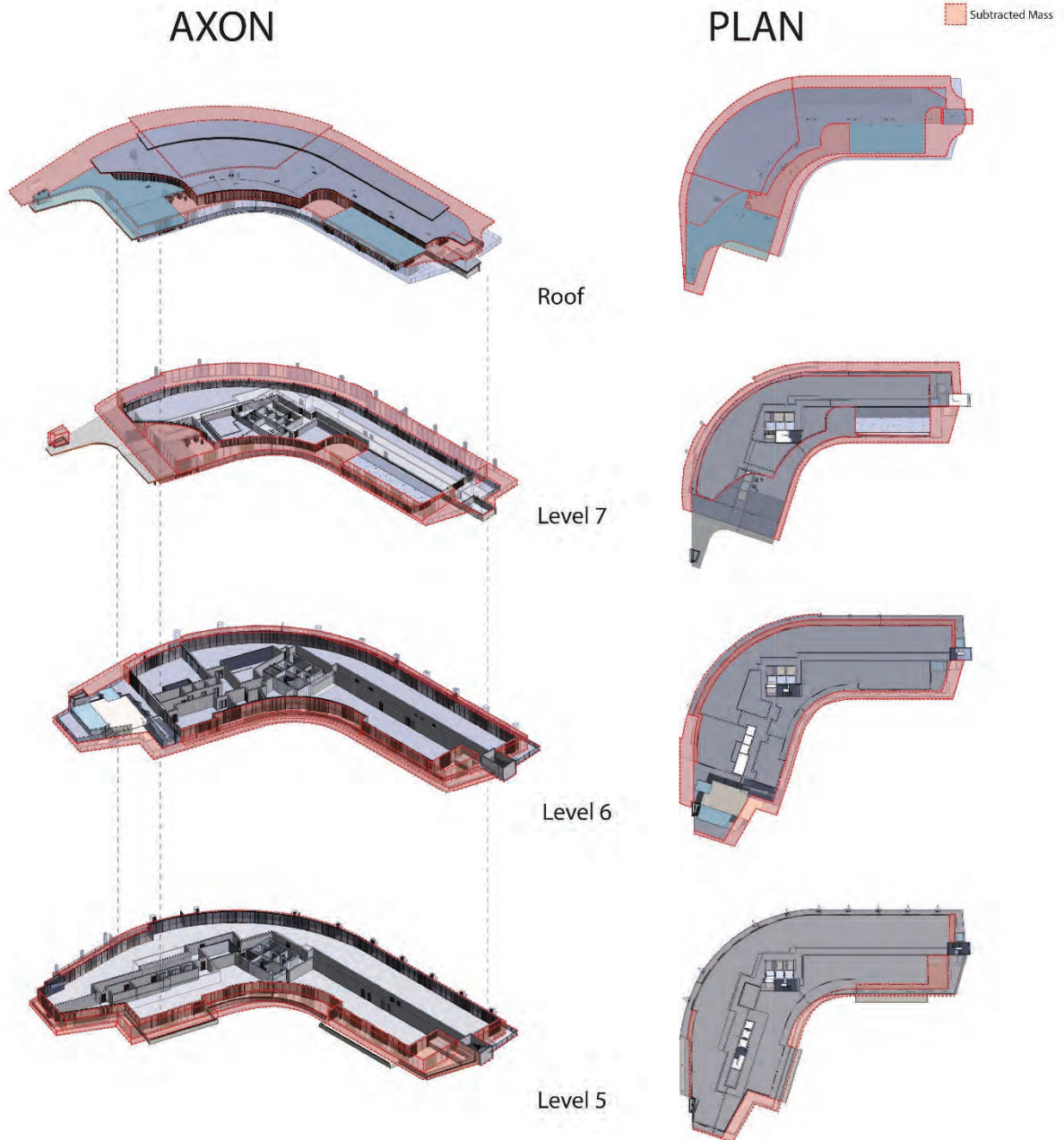
The second and third floors are comprised of the hotel rooms and suites and stack directly on top of the employee housing which anchors the mass as the eye is carried upward.

The balconies provide some visual relief in addition to shading the exterior glazing of the hotel rooms. The fourth floor contains the lodge and efficiency lodge units which allows the architecture to start to recede inward and exterior space is captured with private balconies. The mass at each end and interior courtyard has been cut away receding the building into itself and providing additional outdoor balcony spaces which partially open to the sky.

BUILDING MASSING/HEIGHT

The building's mass and shape has developed throughout the design process. Due to the unique curvature form of the building's mass, we addressed height concerns raised by the town through a deconstruction of the building. This deconstruction gave us opportunity to address additional town comments regarding the general feel of the base of the building's mass at the plaza level as well as the roof lines.

By pronouncing the stepped levels and jogging floor heights we were able to integrate sloped rooflines which creates a more dynamic and interesting façade. The diagrams attached reflect what we have subtracted in red.



PUBLIC BENEFITS

In this submittal Tiara has included the addition of tables to better communicate the public and community benefits Tiara is proposing for this project. Please see sheets G-001 and G-002.

The boilers for supplying the proposed public benefit of snow melted sidewalks in addition to the snow melt plaza area are yet to be finalized. We are proposing the boilers for town snowmelt are located in the new trash building.

The design team has generated preliminary analysis capturing the size and piping needs for the proposed boiler so that final location can be determined. Exhibit A

In response to the comprehensive plan, Tiara has incorporated a stair connecting Mountain Village Boulevard to the plaza. The stair is an additional public benefit as it finishes the continuity of a continuous corridor from Mountain Village Boulevard to See Forever Village.

SUSTAINABILITY

The five-star flagship hotel operator requires a level of excellence exceeding expectations of even the most discerning customer. Sustainable design is at the forefront of our focus and a LEED Silver building is one of the many items that is being incorporated to meet the sustainability standards.

A complete-building energy analysis will be used to optimize envelope, HVAC, lighting, pool/spa systems, snowmelt, and renewable energy strategies, which will all be evaluated under metrics such as energy costs, energy/demand reduction, carbon impacts, and greenhouse gas reduction. This iterative, holistic analysis will help the team determine the ideal fenestration and glazing performance targets with respect to the other building systems and design elements.

CIRCULATION AND UTILITIES

A traffic study has been provided and is included as Exhibit F. The report concluded the new trash building complies with circulation requirements and the hotels deliveries as well as vehicular access to the parking garage will not impede Mountain Village Boulevard.

The design team continues to work with the public utility companies. The engineering currently incorporated reflects the invert heights for utility lines that run through the garage floor slab of level G2. An easement for the *below slab plumbing lines* will be granted for the utility company access to the stormwater or sanitary lines as/if required.

NEW TRASH FACILITY & SNOW MELT

In this submittal we have included the addition of diagrams to better communicate the public benefits we are proposing for the Project. An added benefit to the community is shown in the diagrams delineating a new trash facility and the incorporation of new snowmelt for Lot OS-3BR- 2.

The addition of snowmelt requires engineering to incorporate boilers which has not been finalized. There are two potential locations we have proposed, the first is within the new trash facility. This would be a separate boiler room with a separate entrance from the trash storage and collection area. The design of the new trash building re-orientes the dumpsters so they are perpendicular to the rear loading trash truck for improved circulation and access.

A traffic study is provided as Exhibit F for the current proposed design housing the boilers(for the snowmelt only) within the new trash building as proposed at Lot OS-3BR-2.

The engineering team has generated preliminary analysis capturing the size and piping needs for the proposed boiler so that final location can be determined. We continue to work with the town to resolve the final location and program for the trash room. An engineering letter has been provided as an attachment with the preliminary assessment. Exhibit A.

Overhead sectional garage doors are incorporated within the wood and stone building. The sectional doors were added in response to previous comments which allows quick access to the dumpsters without impeding vehicular circulation.

17.4.16 CDC VARIANCE REQUESTS

17.5.6.E.4 EXTERIOR WALL MATERIALS

The primary exterior wall finish in the Village Center shall be stucco with a minimum use of twenty-five percent (25%) stone and a maximum of twenty percent (20%) wood as an exterior wall material.

No stucco is incorporated into the design as required per code.

17.5.6.G.5 GLAZING

The proposed design includes spans in excess of 16 SF. The uninterrupted glazing is a key component to this project and to any five star Flagship hotel. Overall glazing has been maintained at 40% or less.

17.5.6.I.1 DECKS AND BALCONIES shall be designed to enhance the overall architecture of the building by creating variety and detail on exterior elevations. Combinations of covered decks, projecting balconies and bay windows shall be used.

We are requesting removal of the requirement to incorporate bay windows as this requirement negatively impacts the architecture. The balconies may require a variance if deemed long and continuous bands.

17.5.8.C.3 PARKING REGULATIONS

Aisle Width. The driveway and aisle width for either surface lots or parking garages shall be twenty-two feet (22').

We are requesting approval of a reduction of this requirement to 18' as needed for circulation. Fire Marshal approval has been provided.

17.5.12.C. EXTERIOR LIGHTING

We are proposing custom gas torch fixtures at the exterior.

17.5.12.D. PROHIBITED LIGHTING – LANDSCAPE LIGHTING

While the photometric plan includes tree-mounted gobo projectors and landscape bollards, these fixtures are intended to provide minimum illuminance along the walking path for safety and egress purposes. For this reason, the project is requesting a variance for the prohibited landscape lighting.

17.5.12.D. PROHIBITED LIGHTING – UP-LIGHTING

While the photometric plan does include up-lighting as accent lighting within the entryway canopy (this is interior to the Porte Cochere vehicular access), this up-lighting will not contribute to any form of light pollution, as the canopy above it will stop the light from reaching the sky. For this reason, the project Design is requesting a variance for the prohibited up- lighting.

It is of note that the above variance requests are submitted under the belief that the submitted design complies with the Lighting Regulations Purpose and Intent of the Community Development Code, Title 17 of Town of Mountain Village Municipal Code, amended August 20,

2020. Per Section 17.5.12, LIGHTING REGULATIONS, this design intends to:

“Minimize the unintended and undesirable side effects of residential exterior lighting while encouraging the intended and desirable safety and aesthetic purposes of such lighting”

- “Allow illumination that provides the minimum and safe amount of lighting that is needed for the lot on which the light sources are located”
- “Protect the privacy of neighboring residents by controlling the intensity of the light source”
- “Enhance and transform architectural and structural facades as well as outdoor spaces”

17.5.12.F. LIGHTING DESIGN REGULATIONS

2. REQUIRED EXTERIOR LIGHTING TYPE

We are requesting a variance specific application of fixture for specific fixtures where LPW efficacy is just below indicated requirements, but are on-board LED. (Not screw-base fixtures.)

3. MAX TEMPERATURE The maximum correlated color temperature for all proposed lighting types regardless of lamp type, shall be a minimum of 2,400 degrees Kelvin and shall not exceed 3,000 degrees Kelvin, or may employ amber light sources, filtered LED light sources, or a suitable alternative – with the goal of having a warmer light source.

We are proposing a correlated color temperature (CCT) of 2,200 Kelvin.

7. LEVELS OF ILLUMINATION

Pedestrian walkways and stairs are via primary lighting source and are via primary lighting source. Although these exceed 2 FC max we are requesting a variance as this is applicable to safety.

August 4, 2022
VAULT DESIGN
1440 w 8TH STREET, #2309
GOLDEN, CO 80401

ATTN: KATSIA LORD

RE: LOT 109R PUD AMENDMENT, SNOWMELT SYSTEM DESIGN

Dear Katsia,

In response to the Town's statement concerning "*below grade boilers*" and "*as well as how they fit into the larger configuration of trash and access improvements on the parcel,*" we offer the following:

- Boilers shall be located above grade in a boiler room designed per the IBC and as part of the trash enclosure building.
- Boilers shall be gas fired, high efficiency, condensing, modulating, and low NOx. Boilers shall have sealed combustion venting.
- Boiler room, as proposed, is 26'-8" x 15' which is approximately 400 square feet and will house the boilers, distribution pumps, and snowmelt piping manifolds. This same snowmelt boiler system will also serve several remote below grade manifolds where required by pipe length limitations.
- Boilers will provide snowmelt for and improve access to areas including trash enclosure and adjacent drives, ramp and loading dock, emergency (fire) lanes, parking area, walkways, shared plaza, and porte cochere for a total of approximately 31,600 square feet of snowmelt area.
- Parking spaces for service vehicles are included in this design.
- Boilers are dedicated to the snowmelt system and do not serve any other systems.

The above represents our initial design. Final design is progressing with the development of lot 109R.

Probable cost of construction for the proposed snowmelt area is \$869,000.

In summary, the boiler system will provide the public, town, and neighbors with the benefits of additional snowmelt areas provided by the development of lot 109R.

Sincerely,
McGrath Incorporated



Kevin L. Ainsworth, PE

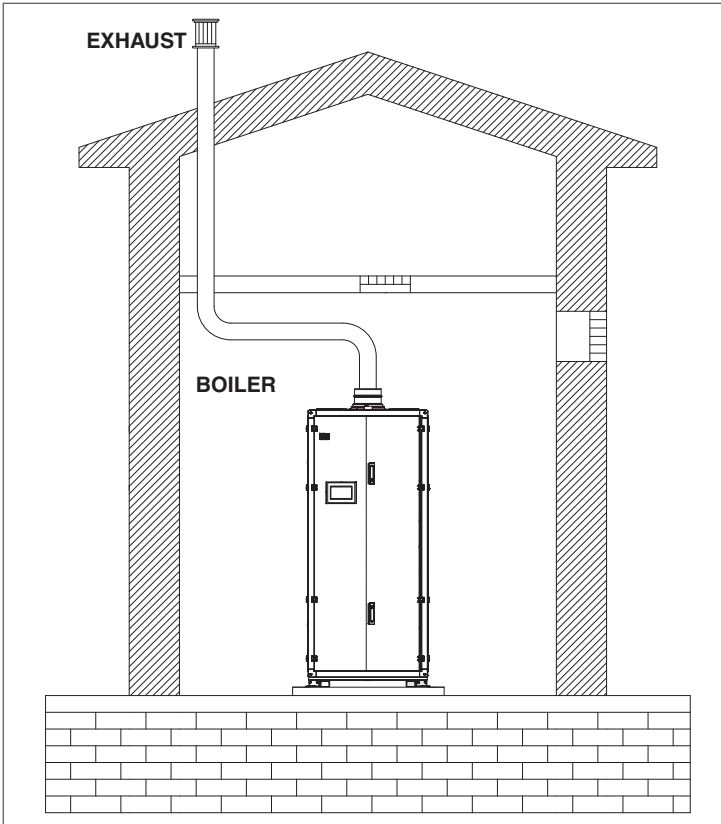


Fig. 31 All Combustion Air from Outdoors through Single Combustion Air Opening

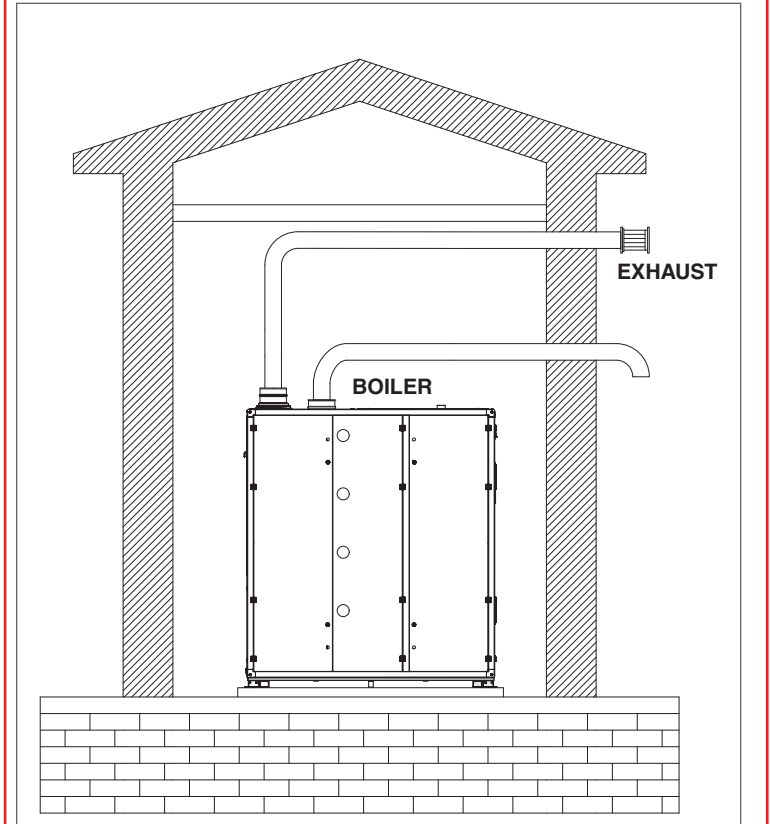


Fig. 33 Sealed Combustion Located on Same Side with Exhaust (horizontal)

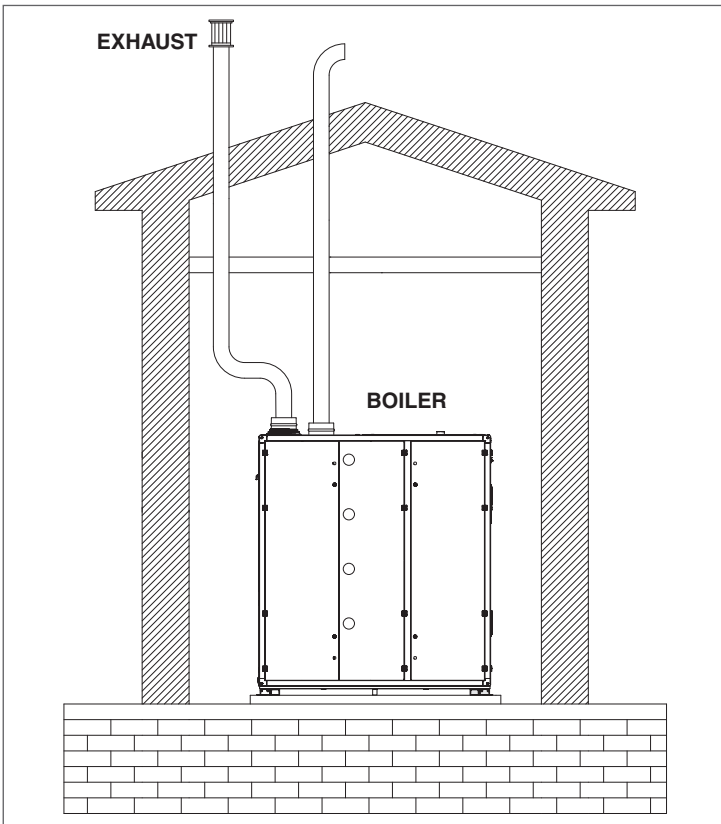


Fig. 32 Sealed Combustion Located on Same Side with Exhaust (vertical)

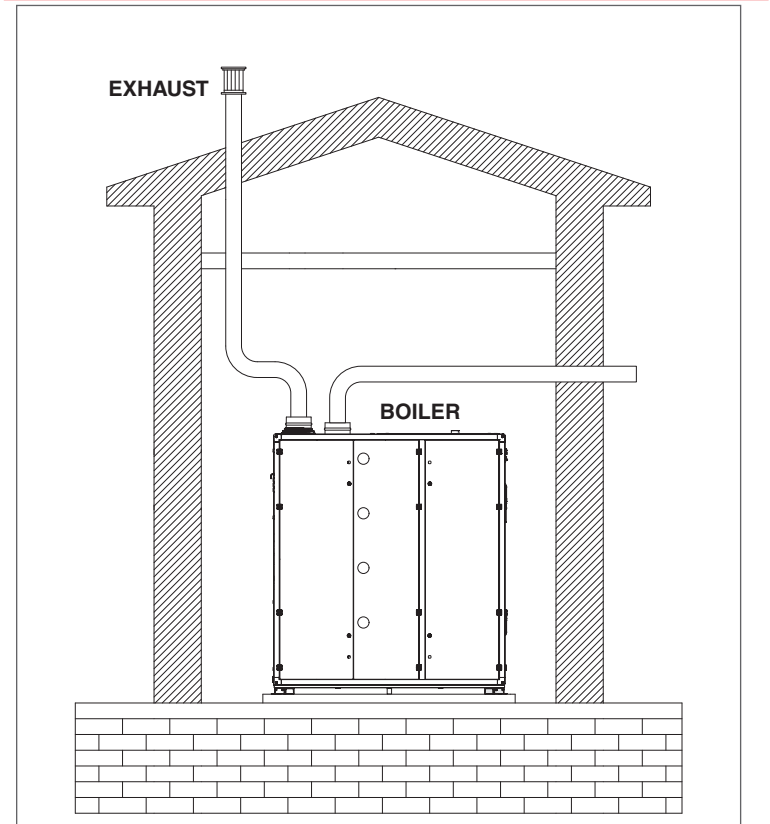


Fig. 34 Sealed Combustion Located on Side Wall

Katsia Lord

From: Scott Heidergott <sheidergott@telluridefire.com>
Sent: Thursday, March 31, 2022 12:59 PM
To: Katsia Lord
Subject: Re: Mountain Village Hotel Entitlement Submittal - Lot 109R

Katsia,

TFPD approves the reduced width from 22-feet to 18-feet for the drive aisle and parking ramp in the below-grade parking garage for the proposed design in Lot 109R submittal.

Kind regards,

On Wed, Mar 30, 2022 at 12:55 PM Katsia Lord <klord@vaultdesigngroup.com> wrote:

Scott,

Thank you again for taking the time to speak with me. I am following up in email to capture our conversation so that planning is aware you have okayed the reduction from 22' wide to 18' for drive aisle and parking ramp in the below grade parking garage for the proposed design in Lot 109R Submittal.

Thank You,

Katsia Lord, AIA, LEED AP

PRINCIPAL

VAULT DESIGN

C: 720.233.7620

This e-mail and any file(s) transmitted with it contain privileged and confidential information and are intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, you are hereby notified that any dissemination, disclosure or copying of this e-mail disclosure or copying of this e-mail or any of its attachments is strictly prohibited. If you have received this e-mail in error, please immediately notify the sending individual or entity by e-mail and permanently delete the original e-mail and attachment(s) from your computer system. Thank you.

"C"

Town of Mountain Village Fireplace Permit

Permit # 224

OWNER:
Tiara Telluride LLC
450 S. Old Dixie Hwy, Ste 8
Jupiter, FL 33458

LOT #
109R

This is a Grandfathered permit, converted from San Miguel County permit #89-116. This **ORIGINAL** permit must be presented to the Town of Mountain Village when you are ready to build or transfer solid fuel burning device capability to another lot or owner.

X Michelle Haynes Date 4.28.2022 Andrew X Harrington Digitally signed by Andrew Harrington
Date: 2022.04.29 07:24:50 -04'10' Date _____

Michelle Haynes, MPA,
Director of Planning and Development Services
Town of Mountain Village
Drew Harrington
Building Official
Town of Mountain Village

TRANSFER:

Purchasers Name: _____ LOT No: _____
Address: _____

Signed: _____
(Previous Owner)

STATE OF _____)
COUNTY OF _____) ss.

Subscribed and sworn to me before this _____ day of _____,
20____, by _____.

S
E
A
L

Notary Public

My Commission Expires: _____

Solar-ready design for low-slope roofs

By GAF

-
-
-
-



When designing low-slope roofing systems with photovoltaic panels, it's important to consider details such as layout and membrane type to ensure the roof performs as expected.

Though photovoltaics are increasingly a key component of commercial projects, they may create challenges for the roof system. AIA partner GAF offers best practices to consider to ensure the roof and solar array perform as designed.

Commercial rooftops are an appealing option for the installation of solar arrays to support energy conservation and generation: It's estimated that if photovoltaic systems were installed on all

commercial buildings in the US with roofs over 5,000 sq. ft., they would provide enough energy to [power nearly 60 percent of the total commercial electricity demand](#).

However, it is important to remember that the roof's primary function is to protect the building and its inhabitants from the elements. A solar-ready roof is typically a new or replacement roof that will incorporate solar arrays, and there are many important considerations for roof system design and panel layout.

For example, as solar panels get hotter, they produce less power. Installing a solar panel over a highly reflective membrane (versus a membrane with lower reflectance) may [boost the panel's efficiency by as much as 13 percent](#). Also, the use of bifacial solar panels over reflective roof membranes can [increase the panel efficiency by 30 to 35 percent](#), as they take advantage of the reflected light.

Damage is another important consideration. While ballasted solar panel mounting systems can be cost effective, they can add significant weight to the roof and may also shift and flutter during high winds and seismic activity. This movement could lead to damage of the roof membrane that is "detrimental to satisfactory long-term roof system performance," according to the National Roofing Contractors Association ([NRCA](#)).

After installation, new challenges may arise when the roof becomes a permanent platform for the continuous operation, service, and maintenance of the solar arrays. It's imperative that architects carefully consider roof system design, including membrane, coverboards, insulation, and attachments, in correlation with any photovoltaic arrays.

Here are the main considerations to take into account when designing low-slope roof systems for solar:

Choose the right products

Solar arrays have a predicted lifespan of more than 25 years, so it's important that the roof have a commensurate or greater life expectancy.

According to the [National Renewable Energy Laboratory \(NREL\)](#), "the best roof for a flat application is a fully adhered thermoplastic olefin or polyolefin (TPO) membrane roof," reinforcing the use of adhered membranes as well as an adhered top layer of insulation and coverboard within the roof system. Designers and owners may also want to consider an increased roof membrane thickness to extend the roof's service life, and using wider rolls will minimize the number of seams buried below the solar arrays.

Regardless of the type of solar array installation, NRCA recommends using a roof membrane that provides enhanced protection against the effects of UV radiation and high service temperatures (for example, [GAF's Everguard Extreme TPO](#)) so that the roof life expectancy will match that of the solar arrays.

Include an adhered high-compressive-strength coverboard directly beneath the roof membrane to withstand increased foot traffic, enhance system durability, and extend the life expectancy of the roof.

For a ballasted system, use high-compressive-strength insulation, a minimum of two layers, staggered and offset. These systems also should include a protection or separation sheet adhered to the membrane.

Lay out and install properly

NRCA recommends using attached or penetrating solar mounting systems through the roof to the structure. Penetrations and flashings must be well detailed and coordinated with the roofing contractor, solar contractor, and electrician. For ballasted solar array supports, additional protection of the roofing system may be required for warranty coverage.

Generally, solar panel layouts require a clear pathway around roof edges, hatches, skylights, service penetrations, between rows of panels, and along both centerline axes of the roof areas. Setting rack heights with enough clearance to service the roof membrane, especially at drains and penetrations, is also important.

Install walk pads for high-traffic areas to prevent damage to the roof during service of the PV panels.

Finally, conduct integrity testing of the roof membrane prior to installing solar overburden.

Consider long-term requirements

In addition to these immediate needs, designers should consider how solar layout requirements align with best practices for roof maintenance.

- Lay out solar arrays to maximize solar energy collection while avoiding high-wind-uplift areas and additional snow accumulation.
- Provide perimeter and maintenance access for roof and solar array maintenance, as well as fire safety and smoke ventilation.
- Set racking systems so that they don't cross roof expansion joints or block drainage.
- Set solar arrays and rack heights so that drains and penetrations are accessible for maintenance.
- Engage with the roof contractor to inspect (and repair as needed) the roof membrane after solar array installation.

It's important to note that materials, layout, structure, and installation all go hand in hand for long-term health of your roof and systems.

The good news is that as rooftop solar becomes more popular, there are more resources available to designers, owners, and contractors to help design, install, and maintain a durable roof system

that can match or outlast the service life of solar arrays. See [GAF's Roofing and Building Science full publication](#) for more information and key resources.

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Bird-friendly glazing



Up to one billion bird deaths in the United States are attributed to collisions with buildings and other structures each year¹. This document provides information on the problem, its relation to building glass and glazing, and offers potential solutions for architects, contractors, and fabricators. As the architectural community and glass industry work to address this issue, it is critical for audiences to understand collision causes, product testing, bird behavior, and solution options.

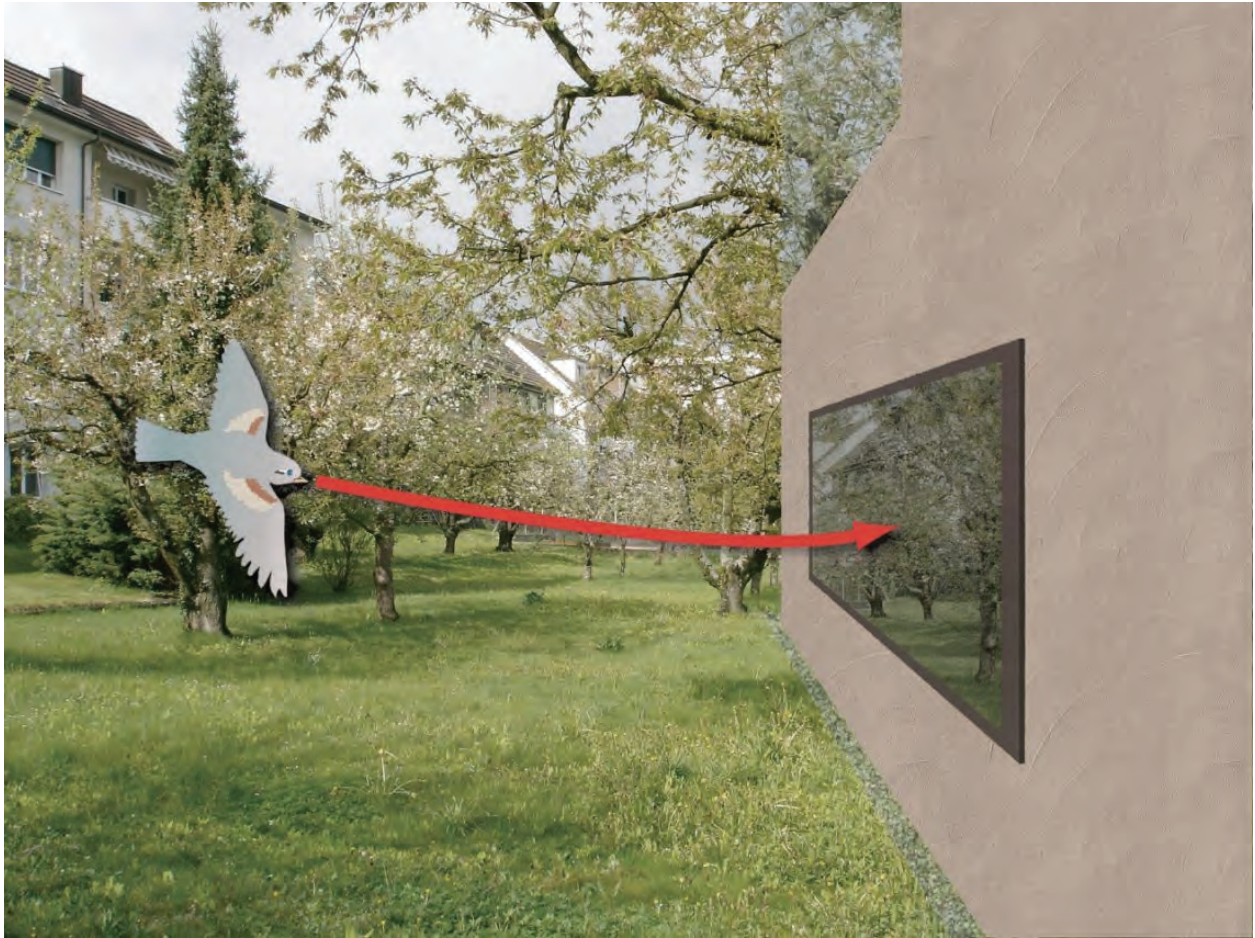
¹*The Condor: Ornithological Applications, 2014*

Why do birds collide with glass?

Cities with a density of building structures, including high-rise, can be the site of nighttime bird collisions due to interior and exterior lighting. Flocks of migrating birds can collide with large buildings and this generates headlines and attention. However, suburban, low-rise buildings account for a much higher percentage of collisions; individual collisions may not be as evident but can happen more frequently. In general, there are four ways buildings and building environments contribute to bird collisions:

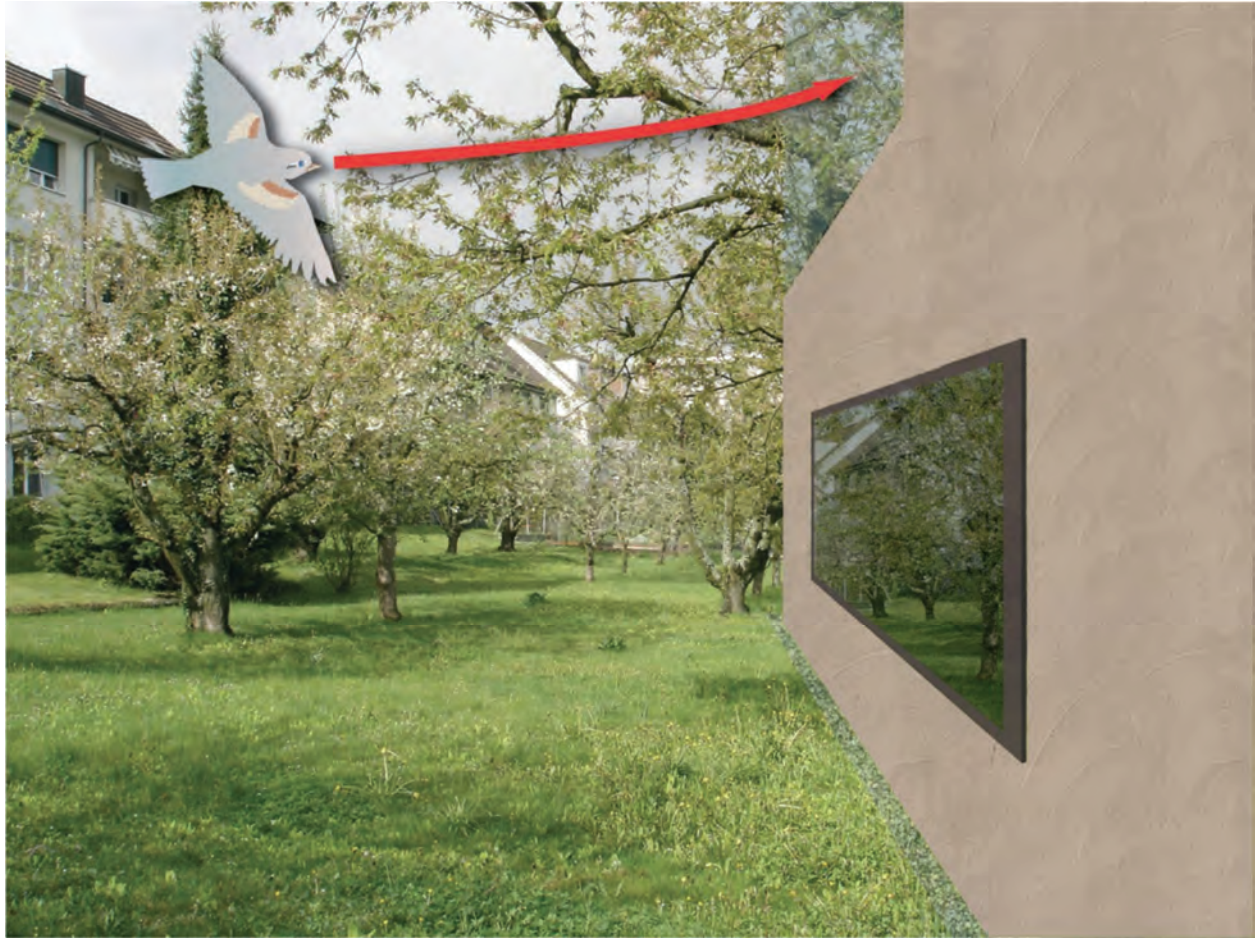
Reflection

Birds cannot differentiate between actual and reflections of tree, sky, or habitat. Even lower reflecting glass can act like a mirror when it is bright outside and dark inside. When coupled with certain façade designs, the reflections can create areas that are visually confusing to birds. Reflective materials that provide adequate image formation, pose a danger to birds.



Transmission

When there is a direct line of sight from one window to another (e.g. walkways, corners, bus stops, or transparent wind/sound barriers), birds do not perceive the glass as a barrier, and may attempt to fly through, causing a collision. Also, birds can see wooded atriums or indoor plants as an inviting habitat.



Design

The design of the building and its location can have a significant impact on the collision risk as well as the maximum effectiveness of deterrents. Building shape, location, and landscaping (especially the anticipated height of the tree canopy once mature) all have considerable impact on the collision risk profile of the facility.



Lighting

Birds use the night sky and ambient light levels to aid their migration navigation. This causes nighttime collisions as lighting inside buildings, especially those buildings with potential habitat, attracts birds. Artificial lights, particularly those that point upward, can lure and trap birds in their haze, where they potentially fly to the point of exhaustion.



Counteracting collisions

There are three different preferred ways to treat glass that range in visibility to humans which all been shown to be effective for bird-friendly applications. Deciding which to use is based on the project criteria for aesthetics, cost and bird safety.

- **Fritted Glass**—This option is the most visible to the human eye, and therefore can offer the most data around efficacy in protecting birds (if humans can see it, birds can too). Frit patterns can be the most economical solution in new projects. However, frit will tend to obstruct more of the occupant view than some other solutions.
- **Etched Glass**—This includes different common means of treating the glass, so it is translucent. It is moderately visible to the human eye.
- **UV-coated Glass**—This option provides the least impact on human visibility and aesthetics. Humans only see in the visible light spectrum while some birds see in the UV spectrum in addition to the visible spectrum. UV coatings provide a visual marker that can indicate a potential obstacle to birds.



LSC TRANSPORTATION CONSULTANTS, INC.

"F"

1889 York Street
Denver, CO 80206
(303) 333-1105
FAX (303) 333-1107
E-mail: lsc@lscdenver.com

August 17, 2022

Mr. Matthew E. Shear
Tiara Telluridge, LLC
450 S. Old Dixie Highway, #8
Jupiter, FL 33458

Re: Mountain Village Hotel
Mountain Village, CO
LSC #220780

Dear Mr. Shear:

Per your request, we have completed this memorandum for the proposed Mountain Village Hotel in Mountain Village, Colorado. The site is located east and south of Mountain Village Boulevard as shown in Figure 1.

INTRODUCTION

The purpose of this letter is to show the swept path of various vehicles expected to use the site access points, garage driveways, trash enclosures, and parking spaces. The available sight distance at the access points was also reviewed. Based on this review recommendations were made to improve the proposed access and circulation plan.

SITE CIRCULATION

Two site circulation options were evaluated. Figure 2a shows the Option 1 site circulation plan and Figure 2b shows the Option 2 site circulation plan. Option 1 assumes both access points are full movement ingress and egress. Option 2 assumes the north access is ingress only and the south access is full movement ingress and egress.

ESTIMATED STOPPING SIGHT DISTANCE

Figure 3 shows the estimated stopping sight distance for vehicles approaching from the north with two full movement access points (Option 1). The available sight distance approaching the north access is insufficient so Option 2, which restricts the north access to ingress only, is the recommended option based on sight distance.

AUTO-TURN MOVEMENT TEMPLATES

Figure 4a shows the vehicular turning template for a WB-50 tractor trailer backing into the loading dock after entering the site via the north access. Figure 4b shows the vehicular turning template for a WB-50 tractor trailer exiting the loading dock via the south access. There are

typically expected to be only one to three such deliveries on any given day - most deliveries will be via box truck or cargo van.

Figure 4a shows the entering WB-50 trucks will need to use the entire north access width which also supports the north access being ingress only. Figure 4a also shows where additional pavement is recommended at the north access.

Figure 5a shows the vehicular turning template for a box truck (SU-30) backing into the loading dock after entering the site via the north access. Figure 4b shows the vehicular turning template for a box truck (SU-30) exiting the loading dock via the south access.

TRASH ENCLOSURE

The project team has been coordinating to secure details on the volume and frequency for trips to/from the on-site trash enclosure. Trash is currently picked up about once per day. Trash is assumed to be dropped off by smaller vehicles roughly five times per day but that number is still being confirmed.

CONCLUSION

1. Access and Site Circulation Option 2 is recommended which limits the north access to ingress only with the south access being full movement. The limitation of the north access to ingress only will better accommodate the occasional large entering truck and provide better sight distance for vehicles exiting the site. If desired by the Town it would also be appropriate to alternatively convert the southern access to egress only creating a one-way clockwise flow through the site.
2. The relocated trash enclosure should be located to avoid the sight line shading in Figure 3 and the truck paths in Figures 4a through 5b.
3. Additional pavement will likely be needed at the north access to accommodate WB-50 delivery trucks as shown in Figure 4a.
4. The large WB-50 trips will be limited to a few per day and can be accommodated by the proposed layout and circulation plan. All other vehicles using the access points will be considerably smaller and easy to accommodate.

* * *

We trust this information will assist you in planning for the proposed Mountain Village Hotel.

Respectfully submitted,

LSC Transportation Consultants, Inc.

By: _____

Christopher S. McGranahan, P.E., PTOE

CSM/wc

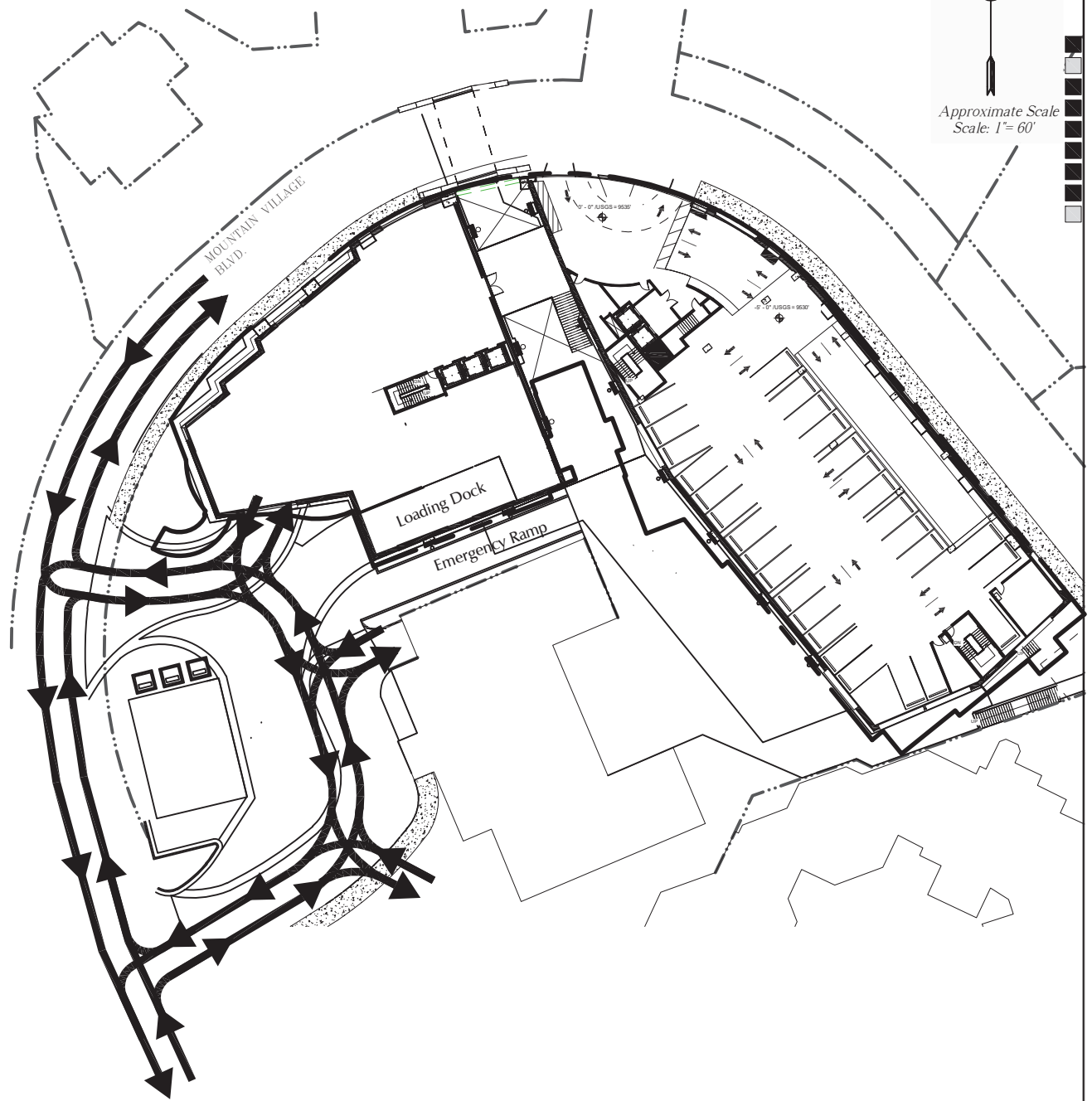
8-17-22

Enclosures: Figures 1 - 5b

W:\LSC\Projects\2022\220780-MountainVillage\Report\MountainVillageHotel-081722.wpd

Vicinity Map

Mountain Village Hotel (LSC #220780)

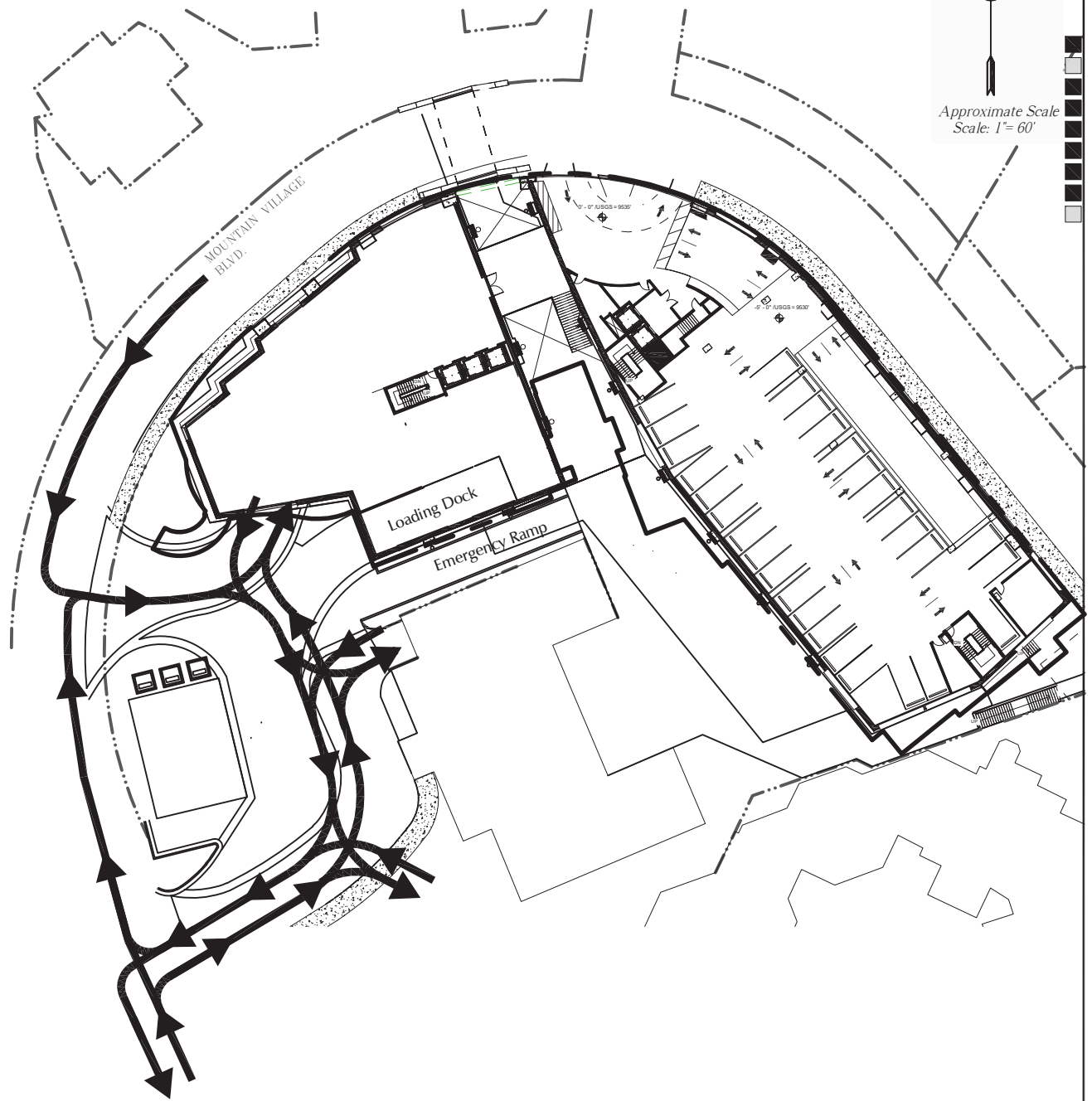


Note: Both Access Points are Full Movement Ingress and Egress.

Figure 2a

Option 1 Site Circulation

Mountain Village Hotel (LSC #220780)

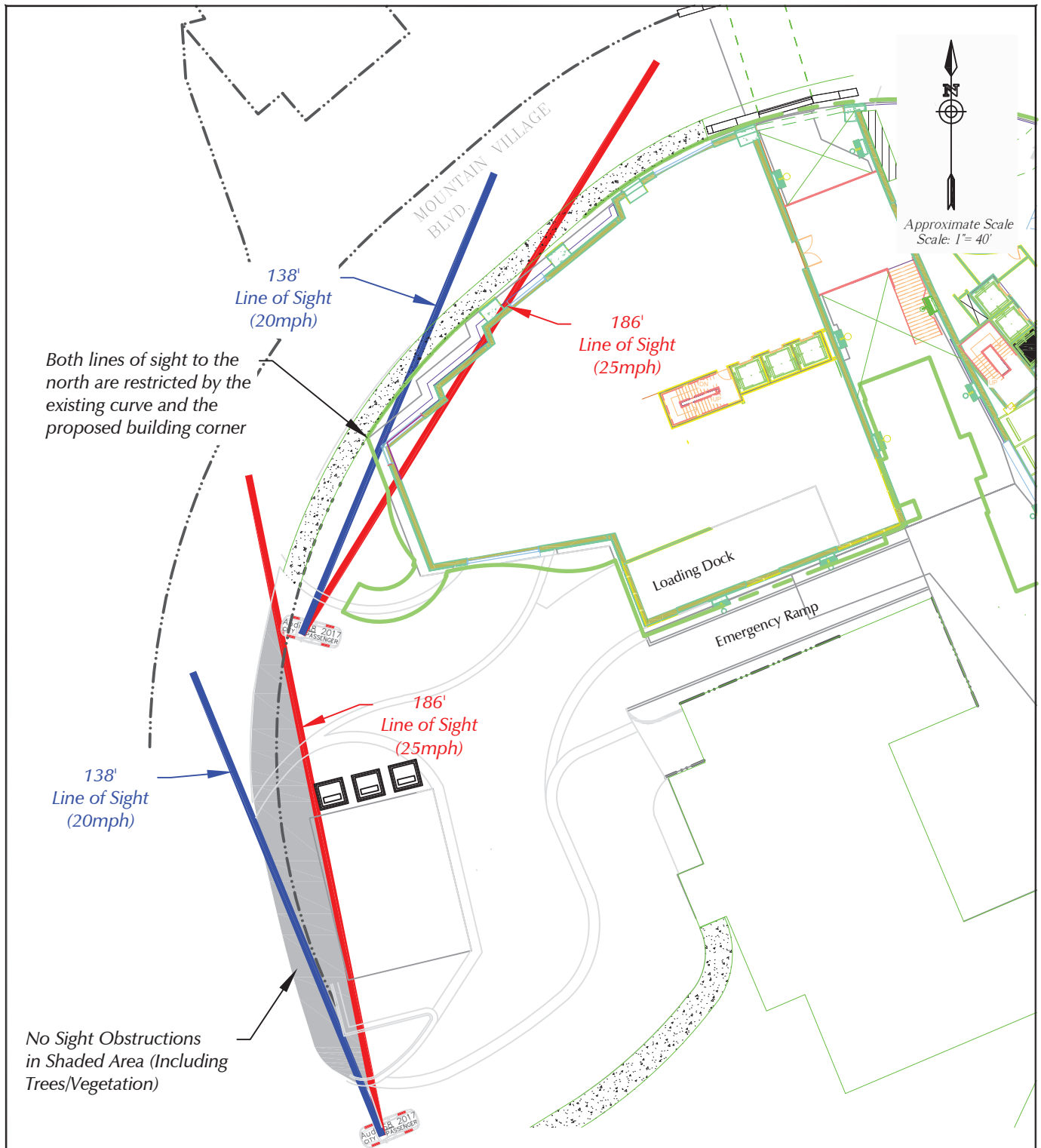


Note: North Access is Ingress Only and South Access is Full Movement Ingress and Egress. Alternatively the South Access Could Be Made Egress Only Resulting in a One-Way Clockwise Loop Through the Site.

Figure 2b

Option 2 Site Circulation

Mountain Village Hotel (LSC #220780)

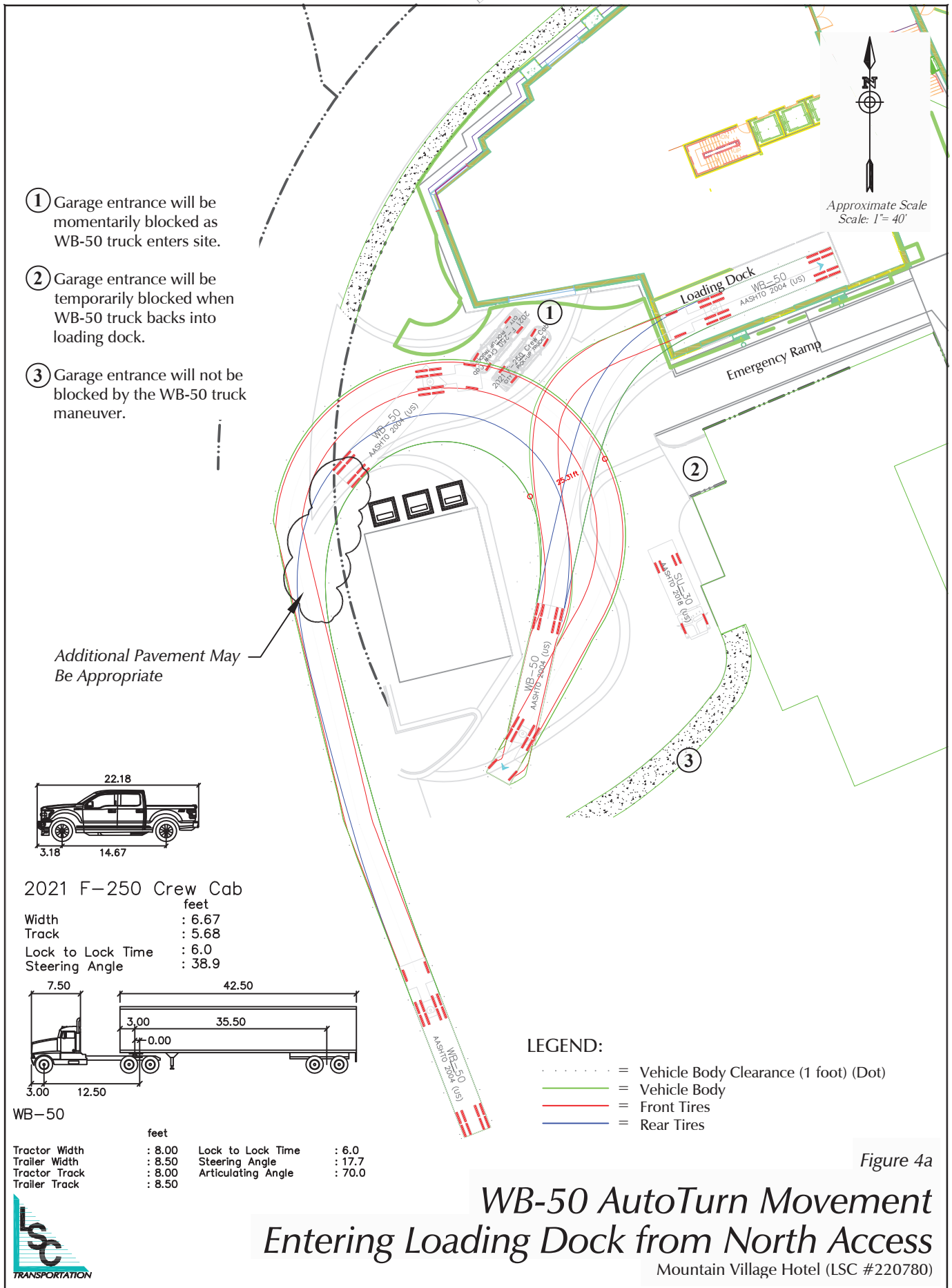


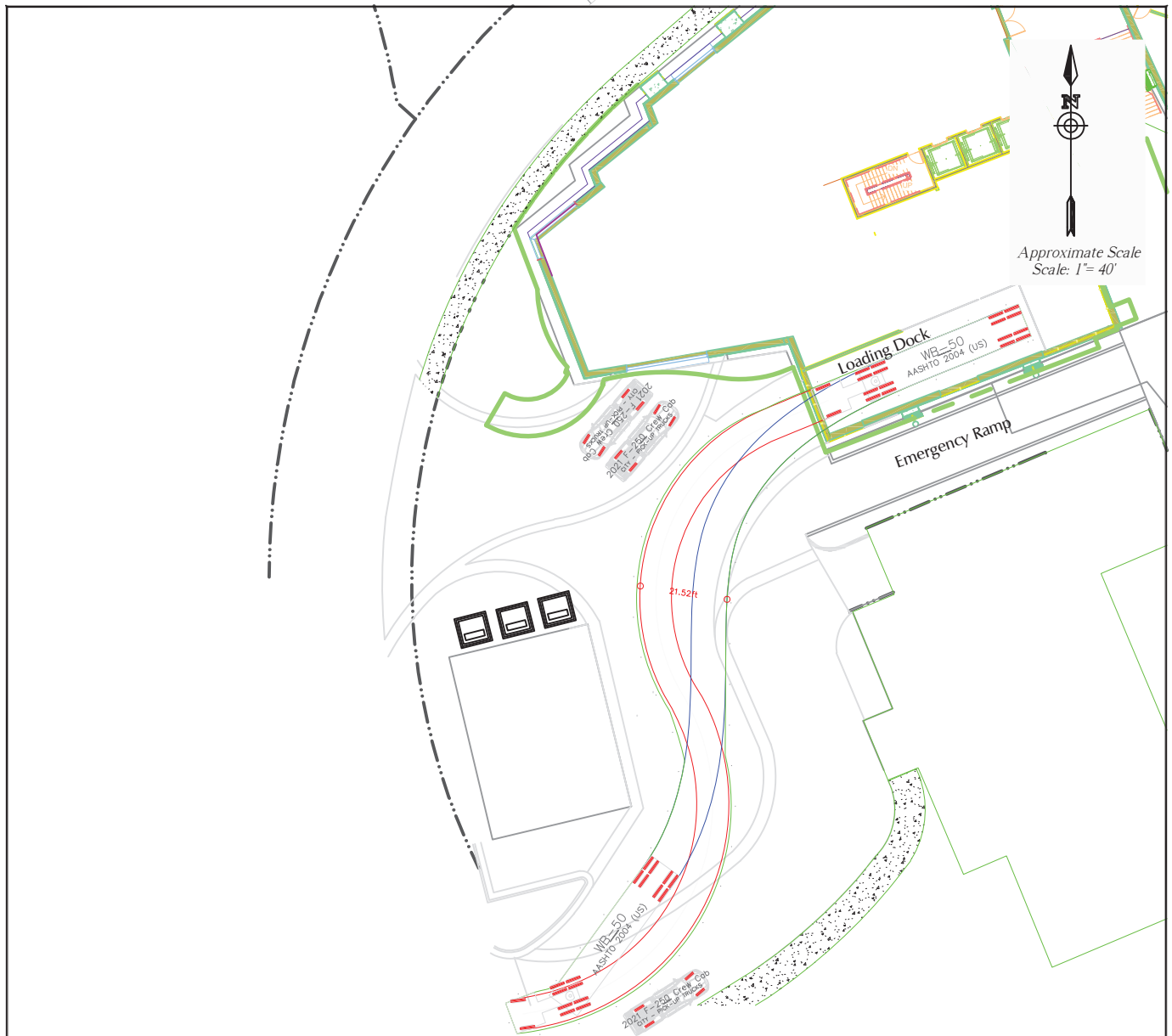
Posted Speed Limit	SSD	Grade Adjustment	Requirement
20mph	115	1.2	138'
25mph	155	1.2	186'

Figure 3

Estimated Stopping Sight Distance (SSD) From The North w/ Two Full Movement Driveways (Option 1)

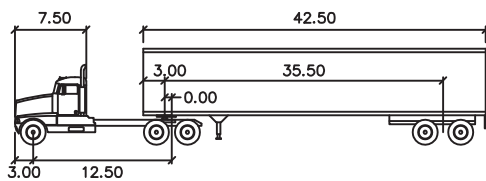
Mountain Village Hotel (LSC #220780)





LEGEND:

- = Vehicle Body Clearance (1 foot) (Dot)
- = Vehicle Body
- = Front Tires
- = Rear Tires



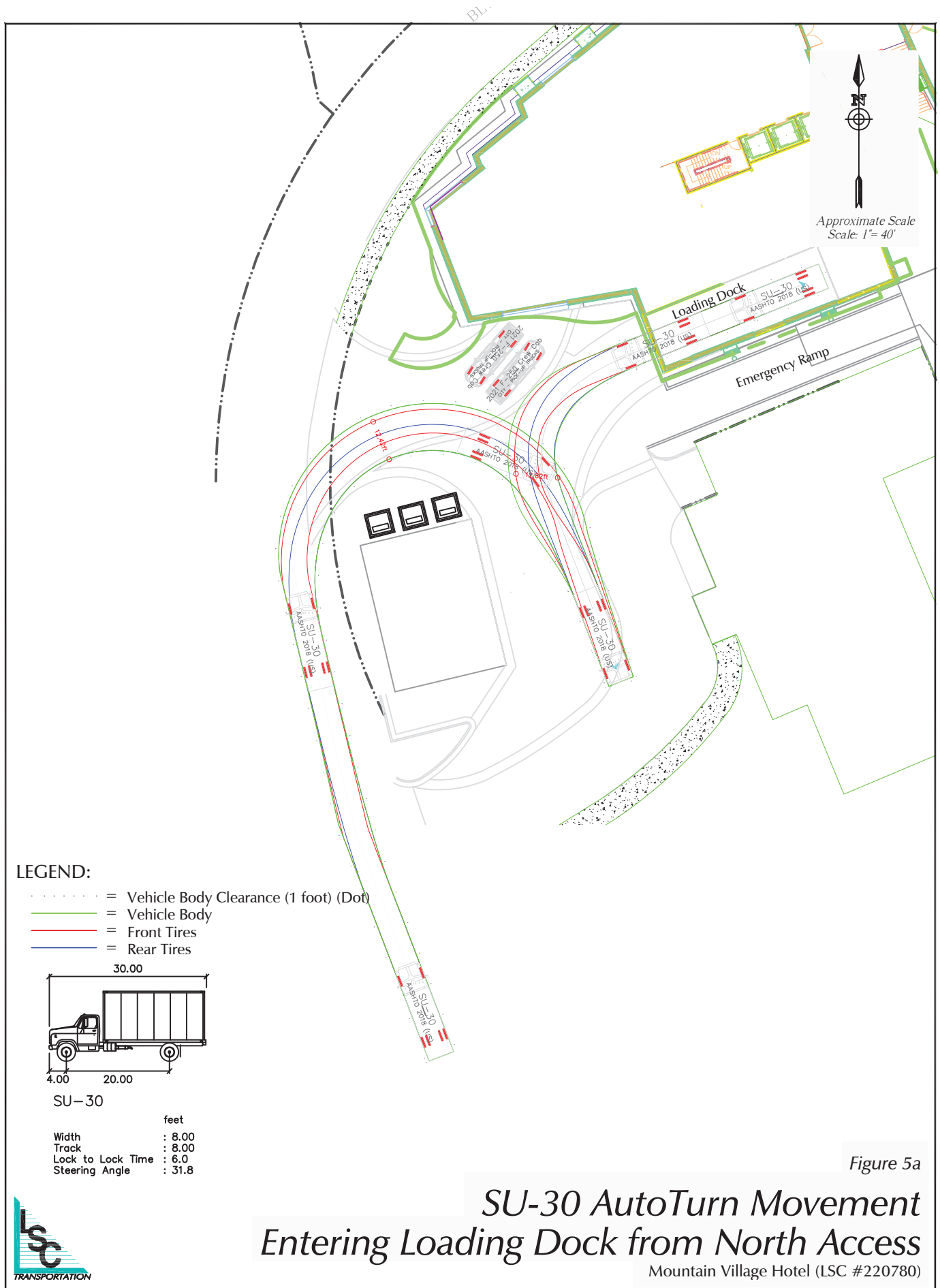
WB-50

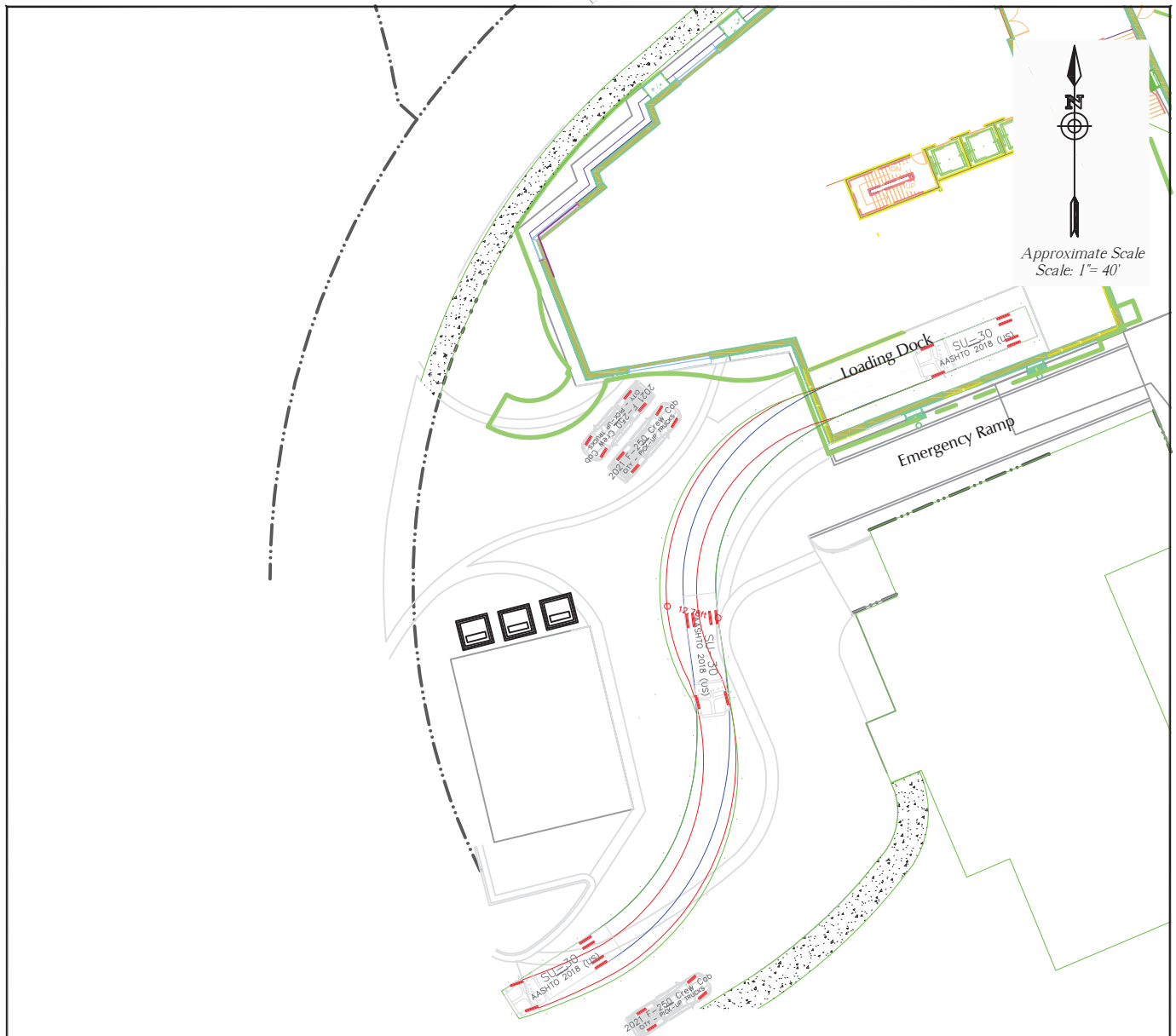
	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 17.7
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.50		

Figure 4b

WB-50 AutoTurn Movement Exiting Loading Dock via South Access

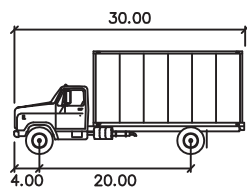
Mountain Village Hotel (LSC #220780)





LEGEND:

- = Vehicle Body Clearance (1 foot) (Dot)
- = Vehicle Body
- = Front Tires
- = Rear Tires



SU-30

	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.8

Figure 5b

SU-30 AutoTurn Movement Exiting Loading Dock via South Access

Mountain Village Hotel (LSC #220780)

PROJECT SUMMARY

Tiara Telluride, LLC, a Colorado limited liability company (“**Tiara**”) has submitted a Major PUD Amendment Application with respect to Lot 109R, Town of Mountain Village, San Miguel County, Colorado. Tiara has made a considerable effort to thoughtfully and creatively design a forward-thinking project that will provide considerable community and public benefits. The project includes an industry leading five-star hotel, premium condominium units, best in class food and beverage outlets, a one-of-a-kind spa, and unique and exciting retail boutiques ("**Project**"). The hotel and related amenities will be scheduled to operate 365 days per year, improving the Town’s tourism economy to create a more vibrant, sustainable, year-round community, consistent with the Mountain Village Comprehensive Plan (the “**Comprehensive Plan**"). Additionally, the project will include deed restricted employee apartments and dormitories providing year-round housing opportunities for over 50 employees of the Project.

Lot 109R is currently subject to a PUD approved in 2010 that envisioned a hotel and condominium project constructed on Lot 109R. Tiara intends to develop a project that meets the intentions of the approved PUD, but also works to surpass the original goals of the 2010 PUD by developing a premier, cutting-edge and more updated sustainable project, with significantly more community and public benefits than intended under the 2010 PUD.

Tiara has always intended that this project is in general conformance with the Town's Comprehensive Plan in accordance with CDC Section 17.4.12.G.2. To that end, the following table identifies the specific areas in which this project conforms with the Town's Comprehensive Plan.

Table 1 General Conformance

Items Noted as supporting General Conformance with the Comprehensive Plan for Mountain Village Center
<p>The Project reinforces Village Center’s role as the center of tourist accommodations and activity by providing:</p> <ul style="list-style-type: none">• A flagship hotel, specifically a five-star operator and an ultra-luxury brand hotel• Hotbeds in the form of at least 50 efficiency lodge units (hotel rooms) that will be maintained in one condominium ownership and disallowed from further condominiumization• Supplementing and improving direct, year-round, at-grade pedestrian connection for hotbed projects in Mountain Village Center through the installation of sidewalks

along Mountain Village Boulevard, a pedestrian stairway connecting Mountain Village Boulevard to the east with the Plaza Area, connecting Mountain Village Boulevard at the project porte cochere with the Plaza Area through pedestrian access areas within the project, improving the connection between the Shirana and Mountain Village Boulevard to the west through the addition of a pedestrian stairway, incorporating into the Project a new pedestrian walkway running under the Mountain Village Boulevard bridge to the north to the Plaza Area, contributing funds toward the redevelopment of the portion of the Plaza Area adjacent to the pond, and improvements to the Westermere breezeway. All additional sidewalk and Plaza Area improvements will be snowmelted.

- Providing appropriate dark-sky lighting.
- Commercial area, workforce housing
- Conformance with the Mountain Village Center Subarea Plan:
 - Project reinforces Village Center's role as the center of tourist accommodations, activity and conferencing in addition to locally-serving commercial, cultural, recreational and civic spaces in order to maintain year-round vibrancy
 - Consistent with the Village Center Subarea Goals specifically the provision of spa and restaurant and pedestrian circulation & Mixed Use Center Goals in the Comprehensive Plan
- The Final PUD plan is in general conformance with the Future Land Use Plan (Map).
- Conforming to Public Benefits found in the Comprehensive Plan

Tiara recognizes the significance of this site to the Town, as it serves as one of the last available lots to be developed in the Village Town Center. Because of the importance of this project to the Town, Tiara has worked with intention to creatively engineer a project that fits the unique layout of Lot 109R, while providing a design that will serve as a welcome addition to the Town's beautiful skyline.

Tiara has worked diligently to develop the design of the project with a focus on creating a timeless building that conforms to the natural elements and unique environment of Mountain Village. The design also reflects the comments received during preliminary design session meetings with the Town and throughout the months following those initial meetings.

Tiara also continues to work with the five-star flagship operator on their specific design and construction requirements to satisfy their operational needs and amenity requirements. Much like

the comprehensive plan requires, the flagship hotel is focused on amenities that serve not just the hotel, but the public and community as well.

The siting of the hotel has a focus on integration of the plaza and its surroundings by creating an activated indoor/outdoor environment. As comments are addressed, the focus of updating the town's existing courtyard plaza with new and upgraded landscaping has been a crucial focus. The site is immediately adjacent and overlaps this key connection from See Forever Village to the Mountain Village Center via the pedestrian accessway.

The comprehensive plan to preserve existing corridors has been maintained. The proposed plan has kept this circulation by creating a void through the buildings mass at the pedestrian plaza level so that the hotel flanks each side of the pedestrian accessway. This void also creates the opportunity for an accessway easement under the building that maintains the existing circulation. The design integrates the existing corridor connection for pedestrian and bicycle access neatly tucked under the roadway without any impediment. Once through the existing tunnel, pedestrians arrive on the other side under the hotel structure safely covered from any weather and have immediate and direct access to the public amenities.

Once in the plaza, the pedestrian access is a continuous open circulation of varying options for the path an individual is taking. Furthermore, the addition of a public stairway has been proposed off the plaza that allows pedestrians to circulate up to Mountain Village Blvd. or down from the adjacent surroundings. The town's plaza upgrades proposed include snow melt which not only maintains public safety and improves snow removal, but also allows 365-day access to the spa and retail spaces directly off the plaza or for public events.

PUBLIC AND COMMUNITY BENEFITS

In this submittal Tiara has included the addition of tables to better communicate the public and community benefits Tiara is proposing for this project.

Table 2 Public Benefits. These both support general conformance and are considered Public Benefits pursuant to the Comprehensive Plan

Public Benefit	Value
#1.Hot Beds	\$1,000,000 to \$1,500,000 annual lodging tax**
#19. Provide Necessary Easements to and from sites***	

a. Providing an Easement and constructing pedestrian walkway from See Forever Village to Village Center. Pedestrian Access occurs under the existing tunnel from See Forever Village to the Village Center. The existing corridor connection has been maintained by carving a void from the buildings mass which allows pedestrians to circulate from the tunnel to the Village Center under the protection of cover.	Costs included in Community Benefits' Plaza improvements
b. Providing Easement and constructing stairway access from Mountain Village Blvd via Porte Cochere to Plaza in the Village Center. Public access is improved when circulating from Mountain Village Blvd to the Plaza via the covered Porte Cochere down the stair or via the lobby elevator.	\$75,000***
TOTAL VALUE	\$1,275,000

** Once Constructed this is an Annual Value to the town based on Six Senses

***Dependent on approval of subdivision application

***Construction Cost estimations provided by General Contractor

Table 3 Community Benefits

Community Benefit	Value
Provide 22 Spots for Town Parking	N/A
Provide 20 Spots to Employee Parking	\$2,000,000
Provide 18 Employee Dorms and 2 Employee Apartments housing over 50 employees (14,455 sq ft)	\$7,950,250*****
Pedestrian Access Stairs from Access Tract 89B to Village Center, Corten steel staircase, grated, to allow snow to pass	\$150,000*****
Plaza Improvements between lot 109 R and Shirana; heated natural stone paver, landscaped, small greenhouse	\$1,500,000*****
Plaza Improvements between Plaza and Westermere Façade, new heated pavers, new lighting, stucco building finish (see attached rendering)	\$250,000*****

Plaza Improvements to Village Pond Area Designated in Original PUD (payment to Town),	\$250,000****
Emergency Access Lane & Fire Utilities, heated drive, landscaped	\$200,000****
Sidewalk along Mountain Village Blvd from Lot 161 CR Stairs to Porte Cochere, heated walkway, lighted, landscaped	\$500,000****
Sidewalk along Mountain Village Blvd from Porte Cochere to Entrance at Level G2, heated walkway, lighted, landscaped	\$250,000****
Snow Melt System for all Roads, Plazas, and Sidewalks with Boiler Cost, developer to include engineering plans prior to permit	\$1,500,000****
Construction of a Public Restroom (381 sq ft), high design, build in the same interior design scheme as the hotel	\$150,000****
Operation & Maintenance of Public Restroom	\$50,000-\$70,000 annually*****
New Trash Facility Building Structure for Town Use (Not utilized by Hotel Building Management) Updated exterior finishes include stone, wood, craftsman style garage doors for trash collection, and weathered steel.	\$800,000****
New concrete snowmelted sidewalks flanking the edge of the building to the plaza stair. New snowmelted concrete sidewalk connecting the existing sidewalk at Mountain Village Boulevard to the Shirana.	\$200,000****
Waiving HOA fees due for the Public Restroom and Parking spaces	TBD
Mitigation Fee	\$996,288
EV capabilities provided in Town Parking Spaces	\$120,000*****
Sustainability Fund committed to be spent locally	\$200,000 - \$350,000 annually*****
LEED Certified	\$2,460,000*****
Payments per Employee in excess of 90 full time equivalent employees beginning on Second Anniversary	TBD
Conference Facility	NA
Commercial Spaces and uses contemplated therefore (Additional Spa and Restaurant Spaces	NA

TOTAL VALUE	\$19,611,538
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****Construction cost estimations provided by General Contractors

*****Once constructed, cost provided by Six Senses

*****Estimated cost provided by Solar Consultant

*****Once Constructed this is based on a % of annual revenue while Six Senses is the Hotel Operator

*****Based on % of construction costs as per our LEED certification consultant

The boilers for supplying the proposed community benefit of snow melted sidewalks in addition to the snow melt plaza area are yet to be finalized. There are two potential locations identified, which include the area of the existing trash enclosure or potentially off the east side of Lot 109R located in an easement under the employee housing egress easement. The plaza stair is an additional community benefit Tiara has incorporated.

The design team has generated preliminary analysis capturing the size and piping needs for the proposed boiler so that the final location can be determined.

In response to the comprehensive plan, Tiara has incorporated a stair connecting Mountain Village Boulevard to the plaza. The stair is an additional public benefit as it completes the continuity of a continuous corridor from Mountain Village Boulevard to See Forever Village.

SUSTAINABILITY

The five-star flagship hotel operator requires a level of excellence exceeding expectations of even the most discerning customer. Sustainable design is at the forefront of our focus and a LEED Silver building is one of the many items that is being incorporated to meet the sustainability standards.

A complete-building energy analysis will be used to optimize envelope, HVAC, lighting, pool/spa systems, snowmelt, and renewable energy strategies, which will all be evaluated under metrics such as energy costs, energy/demand reduction, carbon impacts, and greenhouse gas reduction. This iterative, holistic analysis will help the team determine the ideal fenestration and glazing performance targets with respect to the other building systems and design elements.

CIRCULATION AND UTILITIES

A traffic study is in process and a draft is expected to be completed on August 18th 2022. The design team will incorporate any revisions required to address the findings for additional review.

The design team continues to work with the public utility companies. The engineering currently incorporated reflects the invert heights for utility lines that run through the garage floor slab of level G2. An easement for the below slab plumbing lines will be granted for the utility company access to the stormwater or sanitary lines as/if required. In compliance with application requirements, the utilities will be finalized prior to final submittal.

The design team is also comprised of a back of house consultant specializing in the flagship operational requirements. The back of house at the garage level G2 has direct access from a service elevator for the floors above so there is limited, if any, back of house cross over between the garage and back of house operations. All trash collection is directly into a back of house space. Trash collection will occur concealed within the delivery bay by a trash truck backing into the bay and picking up trash. Any trash storage as/if needed will be handled via a well-ventilated storage room.

The trash produced by the hotel and related building operations will be self-contained and as such there is no additional requirement to offload trash at the existing adjacent public trash facility.

ACCESS

Underground Garage Access

The best point of ingress/egress to an underground parking garage was determined to be between the Town's existing Trash Enclosure and the hotel. There is additional access for the separated valet only parking upper garage floors. The separation of garages is in response to the site, topography, and addition of a mezzanine employee housing level which made a connection to the lowest level unfeasible.

Access off Mountain Village Boulevard through the Shirana parking lot would add a large number of vehicle trips through the Shirana parking lot which must be avoided. Tiara also designed the access to avoid any conflicts with the loading bay or trash removal access for the Town's New Trash Enclosure.

The current access that exists today was considered, but it is steeper than Mountain Village regulations allow. The access point off of the boulevard is proposed to be shifted to the south to capture a reasonable grade to leave room for the Town's New Trash Enclosure.

Loading Dock and Trash Removal Access for the Project

The Lot 109R property footprint does not lend itself to having access to large truck deliveries (WB-50) to a delivery bay from Mountain Village Boulevard due to the way that it sits on the inside of the curve of the Boulevard. Backing into a loading dock off the Boulevard anywhere on that curve results in limited sight distance and was deemed to be unsafe, therefore the delivery bay was designed to be accessed from the town parking lot tract OS-3BR-1. This lot access is shared with the existing Shirana building which has access to a parking garage off of tract OS-3BR-1.

The Town has given permission to Lot 109R for hotel ingress/egress into the lowest level parking garage, trash collection (within the interior delivery bay), and delivery truck access. The truck access would be clockwise off the Lot 109R parking garage (nose pointing south). Once the truck is clear of the garage ramp, it can back into the loading dock without interfering with the garage ramp or Shirana Ramp access.

Having the truck pointing north was analyzed, however the truck would have to pull into the garage ramp ingress lane and is therefore not desirable. The goal was to keep out of vehicular paths which is why the truck needs to point south – the safer approach is to back in while pointing south.

It is expected that there will be several deliveries per day but it is also expected (and it will be planned such) that those deliveries will be done with small trucks and not the WB-50 that the loading dock is being designed for. In response to town comments, Tiara has modified the WB50 truck delivery bay so that it is completely concealed.

It is assumed that traffic out of the Shirana garage would be left turn, only. Access out of the Westermere garage would also be left turn, only.

The traffic report will be provided with final assessment at which time any design adjustments will be addressed.

The Town's Trash Removal Access for the Town's Trash Enclosure

The Town's existing Trash Enclosure is also proposed to be accessed off the garage ramp and also in a clockwise manner. The Town's rear loading trash truck can pull up alongside the Trash Enclosure and leave room for the delivery truck to pull in and back up into the loading dock. The two vehicles can both be there at the same time while leaving room for Shirana to exit their parking garage and turn to the south.

Although there is room for the two vehicles to be in the loading dock at the same time, it is unlikely that this will occur. Bruin Waste has confirmed that they will work their schedule with the delivery schedule and had no immediate concerns about the proposed circulation.

The traffic report will be provided with final assessment at which time any design adjustments will be addressed.

LANDSCAPING

The building mass has integrated more pronounced steps in the balconies which allows additional landscaping and potted plants. The upgraded design of the plaza has established additional void areas requested by the town for the maintenance vehicular circulation. Tiara will continue to work with the town on the design of the plaza.

The upgrades to the plaza design as proposed are a public and community benefit. Tiara is installing heated snow melt benches, new pavers, and upgraded landscaping throughout to create an inviting park-like setting. The finishes are in compliance with the CDC requirements for stone and metal (weathered steel). The landscape finishes are seamless with the hotel finishes tying the pedestrian accessway to See Forever Village for an unbroken pedestrian corridor.

BUILDING MASSING

The building massing is comprised of public spaces at the plaza floor level which include a spa, market, retail spaces, and public restrooms. At the main level, interior spaces include a restaurant/lobby bar, flagship amenity space, office space, porte cochere and parking garage.

There is an intermediate level which provides 14,455 sf of employee housing. The horizontal element of this wing nestles the housing neatly in the intermediate level and provides façade relief with punched window openings that are surrounded with weathered steel horizontal louvered portals. The flagship's design requirements include incorporating employee amenity space that is private and specifically for the employees of the hotel. The amenity space includes a gym, library, kitchen, game room, laundry, and cinema.

The second and third floors are comprised of the hotel rooms and suites and stack directly on top of the employee housing which anchors the mass as building design moves upward.

The balconies provide some visual relief in addition to shading the exterior glazing of the hotel rooms. The fourth floor contains the lodge and efficiency lodge units which allows the architecture to start to recede inward and exterior space is captured with private balconies. The mass at each end and interior courtyard has been cut away receding the building into itself and providing additional outdoor balcony spaces which partially open to the sky.

Tiara has placed a considerable emphasis on community input and has committed its time to numerous public hearings and private meetings before preparing this final submittal. These hearings and meetings included, but are not limited to: (a) a public workshop during Tiara's due diligence period prior to its acquisition of Lot 109R (September 2021); (b) meeting with Town staff, including Town Manager after Lot 109R was acquired by Tiara (October 2021); (c) a second public workshop (December 2021); (d) ongoing zoom and phone conferences with Town staff (December 2021 to present); (e) private meetings with Shirana HOA President, Westermere HOA President, and other adjacent property owners regarding the project; (f) Initial DRB Hearing (April 2022); (g) Second DRB Hearing (continued from initial DRB Hearing, May 2022); (h) First Town Council Hearing (June 2022); (i) Phone conferences with Fire Marshall; (j) Site visits with San Miguel Power and Black Hills Gas; and (k) an informal community meeting (August 16, 2022).

Tiara has had the benefit of presenting this project to the Town Council on June 16, 2022. The Town Council presented several areas that they would like to see addressed in this submittal. In response to the comments of Town Council, Tiara has made substantive changes to the project as requested:

1. New PUD vs Amending the Existing PUD

i Tiara recognizes the Town's desire to approach this application by reviewing the Project in its entirety as opposed to reviewing only the requested variances to the PUD. Tiara has provided more detailed information in this submittal to present the entirety of the project while also providing additional information on its public and private meetings consistent with a new PUD application.

2. Maximum Height & Average Height

i Based on Town Council direction Tiara has now brought the Maximum Height of the new design to that allowed by the 2010 PUD and has brought the Average Height below the approved Average Height in 2010 PUD. Tiara is no longer requesting a variance in the Maximum Height or Average Height for this project.

3. Density

i Tiara is reducing the total density of the project from that previously requested in the Application, 134.5 total units of density, to 132.25 units of density. This represents a total increase from the density allowed under the PUD Approval of 7.75 units of density, however the purpose of this increase is only due to the creation of additional Employee Dorms and Employee Apartments. Without the additional employee housing, the density of the project would be 111.25, a reduction of 13.25 from the currently approved 124.5.

In order to accommodate some of the Employee Apartments and/or Employee Dorms proposed for the Project, Tiara is proposing to transfer to the density bank any unused lodge and efficiency lodge density and requesting that the town create new density for employee housing.

Approved Density/Commercial SF			
	# Units	Density Per	Total Density
Efficiency Lodge Units	66	.5	33
Lodge Units	38	.75	28.5
Unrestricted Condominium Units	20	3	60
Employee Apartment	1	3	3

Commercial SF	20,164		
	Total Density		124.5

Proposed Density/Commercial SF			
	# Units	Density Per	Total Density
Efficiency Lodge Units (allocated as Hotel Rooms)	50	.5	25
Lodge Units	31	.75	23.25
Unrestricted Condominium Units	20	3	60
Employee Apartment	2	3	6
Employee Dorm	18	1	18
Commercial SF	26,468		
	Total Density		132.25

4. Changes to Employee Housing Unit

i Previously in Tiara's Application it proposed that the type, mix or configuration of individual Employee Apartments and Employee Dorms, including changes that result in increases or decreases in density used at the Project or in changes to use designations, would be reviewed and approved by the planning division as a Class 1 Application. Tiara has removed this proposal from the revised Application and instead contemplates that any such PUD amendment will be reviewed and approved in accordance with the CDC as class 4 development application that could be initiated by the owner of fee title to the Employee Housing Unit, without any requirement that such change be initiated or joined by owners of fee title to at least 67% of the real property within the PUD, provided the Employee Housing Unit continues to be used for Employee Apartment, Employee Dorm, and Employee Amenities (an "Employee Housing Unit PUD Amendment").

5. Town Parking

i Tiara recognizes the importance of public parking to Town Council and the community. Existing onsite as of the date of this summary are 22 surface parking spaces, including one handicapped space, one delivery space, and two medical spaces. The increased size and density of the Employee Housing Unit requires significantly more parking than was previously discussed and contemplated. With that in mind, Tiara proposes to reduce the total number of parking spaces conveyed to the Town to 22 spaces, a number equal to that of the existing 22 spaces currently located on Lot 109R to serve Town residents, businesses, customers, and guests. Tiara also proposes to incorporate some of those parking spaces with electrical vehicle charging

capability. Tiara will provide shuttle transportation to the airport and other entry points for both staff and guests in order to significantly reduce the utilization of personal vehicles to access the hotel.

Attached as Exhibit C is a diagram reflecting the layout of parking and other public areas.

Use Designation	Required Number of Parking Spaces per Unit	Number of Units (Commercial sf)	Total Parking Required	Total Parking Available Onsite as of Narrative Submittal Date	Total Parking Provided
Efficiency Lodge Units	0.5 per unit	50	25		25
Lodge Units	0.5 per unit	31	16		16
Unrestricted Condominium Units	1 per unit	20	20		20
Employee Apartment	1 per unit	2	2		2
Employee Dorm	1 per unit per 5.31.2022 DRB recommendation	18	18		18
Commercial SF	1 space per 1,000 sq. ft.*	26,468 sq.ft.	27		27
HOA Maintenance Vehicles	1-5		1		1
Town Parking Spaces			48	22	22
Total Parking Spaces			157		131

6. Public and Community Benefits

i *In the June 16th meeting, Town Council expressed concerns that the variances requested in the Application as previously submitted were not proportionate to the public and community benefits being proposed. As laid out in this summary, Tiara has significantly reduced the number and magnitude of the variances and amendments to the PUD requested, as Shown in Exhibit A and has added additional public and community benefits as outlined in Tables 2 and 3.*

7. Mitigation Payment

i *Tiara will not be asking for a consolidation of the Mitigation Payment and Building Permit or for a reduction in the Mitigation Payment or Building Permit fees. Tiara will pay the original committed amount of \$996,288 and will also still meet two of the three stated purposes of the mitigation payment by building employee housing and building a new trash facility in addition to making the payment.*

Tiara proposes to incorporate into the Project employee housing substantially increased and enhanced from that contemplated in the PUD Approval, increasing the total housed from one employee to 56 employees, incorporating extensive and diverse entertainment and kitchen amenities, and expanding employee parking within the Project, all at an estimated cost and value of \$9,950,250.

The Development Agreement also requires \$250,000 of the Mitigation Payment to be applied to the relocation of the trash facility. However, Tiara proposes, at its sole cost and expense, to replace the existing Trash Facility with an enhanced facility with improved capacity and efficiencies at an estimated cost of \$800,000.

8. Traffic Study

i *After the initial Town Council Hearing a traffic study was ordered from a consultant, LSC Consulting. They have started the traffic study and have indicated the report will be completed by the hearing on August 18th. Because Tiara is unable to include the findings in the submittal, Tiara has provided as Exhibit B hereto a letter from LSC documenting it has been engaged for this project and timeline for a report. Tiara requests that the completion of a traffic study is added as a condition of approval for the 1st Reading of Town Council.*

9. LUO

- i** All proposals made in the Application as it has been modified since the June 16th Town Council meeting are made in accordance with the CDC standards and provisions. Tiara does not intend to utilize the 2010 LUO, except as it relates to parking ratio requirements. Tiara acknowledges and agrees that in 2013 the LUO and Design Regulations were repealed and replaced with the CDC pursuant to Ordinance No. 2013-01. Tiara acknowledges that all modifications to the 2010 PUD may be proposed only pursuant to the PUD amendment process under the CDC.

10. Town Owned Lands- Re-subdivision

- i** Town Council asked questions regarding the parcels to be conveyed to and from the Town pursuant to the proposals outlined in the Application. Based on the 2010 PUD Approval, the lots within the boundaries of the plan were replatted by the 2011 Replat into Lot 109R, owned by the original developer, and OS-3-BR-2, owned by the Town. Note 12 of the 2011 Replat states:

Lot 109R has been configured so that the boundary lines of Lot 109R will coincide with the structural components of the proposed building in the Project.

In order to both accommodate Tiara's proposed more rounded design of the Project and remain true to the intent stated in Note 12 of the 2011 Replat, Tiara has proposed certain boundary adjustments between Lot 109R and OS-3-BR-2. Tiara desires to clarify that the parcels to be conveyed to the Town are currently immediately adjacent to OS-3-BR-2 and would be added and incorporated into that parcel—they do not represent far flung pieces of square footage not useful to the Town. Further, the approval by Town Council of the proposed boundary line adjustments and the related conveyances between Tiara and the Town would, after offsetting the areas to be conveyed to Tiara and added to Lot 109R against those to be conveyed to the Town, result in a total net addition to OS-3-BR-2 of 360 square feet (i.e. the Town would get 360 more square feet than it is giving). Exhibit B of the Major PUD Amendment Application – Development Narrative provides a clear depiction of the proposed re-subdivision.

Through this re-subdivision, the additional interior space of the project, provides additional space to the plaza. The additional exterior space on the east side of the project, provides easier access for the stairway lead up to Mountain Village Boulevard. The remaining space provides for an even green space that increases access and appearance.

It is Tiara's intent to meet the Town requirements as stated in the 2011 Replat in order to maximize the size of the Town's open space and maintain a zero lot line. Tiara's

only intent in requesting a re-subdivision is to work with the town to increase green space and meet the intent of the 2011 Replat.

11. Easements

i *Town Council's concerns regarding grants to Tiara of public lands may also have been intended to reference certain easements contemplated in the Application. Tiara desires to clarify that, to implement the approvals set forth in the 2010 PUD Approval, the 2011 Replat was recorded together with various "Lot 109 Project Easements" listed in the 2011 Replat for Permanent Underground Structures, Vehicular Access, Mountain Village Boulevard, Utilities, and Plaza Usage. These easements are perpetual and run with title to Lot 109R. The Application would maintain in full force and effect Tiara's existing rights under the perpetual Lot 109R Project Easements; provided however, that Tiara proposes to modify the easement areas based on the reconfiguration of Lot 109R and OS-3-BR-2 as described above. In addition, Tiara proposes to amend the Permanent Structure Easement and to add to the existing authorized below-grade uses those elements of the Project Improvements located below-grade, including back of house space serving the hotel and other uses within the Project, parking spaces, parking garage, and deliveries and snow melt and drainage improvements. This underground usage is essential to allow the project to meet the community needs.*

Tiara further notes that the PUD Approval and the 2010 Development Agreement require the owner of Lot 109R to grant to the Town various easements for utilities, conference room facilities, public rest rooms, and pedestrian access in the condominium documents for the Project when they are recorded and the exact location of the easement areas are identified as part of the condominium mapping process. These same easements will be granted by Tiara to the Town when the Project, as it is proposed to be amended, is condominiumized.

Summary

i *Tiara Has taken Town Council's direction and comments to heart and improved the design for the Project to address all its major concerns. Tiara is confident that the new design would truly benefit the Town, the village center and the community at large and set a high standard for the development and operation of other area properties. Tiara requests that the Town Council approve the Project and the designs as modified subsequent to the June 16th Town Council meeting and allow Tiara to proceed towards*

the next phase of Council's review. Tiara is committed to continuing to work with the town and community on traffic flow and further revisions to the trash management facility, and will accept any other matters that Town Council finds necessary to ensure the mutual success of this project.

Tiara requests that the Town Council approve this project, with conditions, to allow this plan to move forward.

EXHIBIT A

Table 4 Proposed Amendments to the Existing PUD

1	Easements
2	Parking
3	Conference Facility
4	Village Pond Area*

*\$250,000 payment in lieu of development

Table 5 Proposed CDC Variances

1		Density for employee housing
2		Application rule for employee housing
3		Parking
4		Design Variations
	a	Exterior Walls
	b	Glazing
	c	Decks & Balconies
	d	Parking Regulations

EXHIBIT B



LSC TRANSPORTATION
CONSULTANTS, INC.

1889 York Street
Denver, CO 80206
(303) 333-1105
FAX (303) 333-1107
E-mail: lsc@lscdenver.com

August 5, 2022

Ms. Michelle Haynes
Community Development Department
Planning Division
455 Mountain Village
Boulevard Mountain
Village, CO 81435 970-
728-1392

Re: Mountain Village
Hotel Site
Circulation and
Sight Distance
Evaluation
Mountain Village,
CO LSC #220780

Dear Ms. Hayes:

LSC Transportation Consultants, Inc. has been retained by Vault Design Group to prepare a site circulation and sight distance evaluation including a review of the swept path of various vehicles accessing the site as well as checking the available sight distance at each site access point on Mountain Village Boulevard. We are in the process of conducting the work and plan to have the report completed by August 18, 2022.

Respectfully submitted,

LSC Transportation Consultants, Inc.

By: 
Christopher S. McGranahan, P.E., PTOE

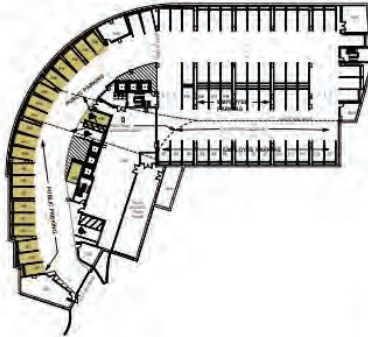
CSM/wc

W:\LSC\Projects\2022\220780-MountainVillage\Report\MtnVillage-memo.wpd

EXHIBIT C

G2 - PARKING

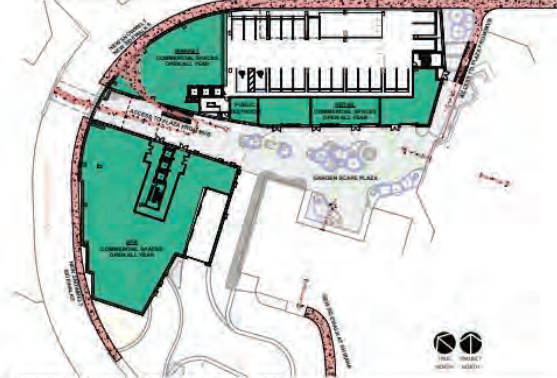
- TWENTY TWO (22) DEDICATED TOWN PARKING SPACES
- 1 EV CHARGING STATION
- 6 EV READY



DEDICATED TOWN PARKING - PUBLIC BENEFITS

PLAZA LEVEL & MVB

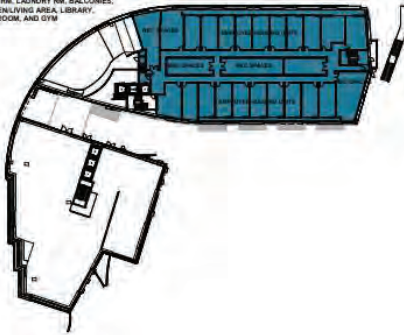
- NEW SNOW MELT SIDEWALKS
- ACCESS FROM STREET (MVB) TO PLAZA
- COMMERCIAL SPACES OPEN ALL YEAR
- PUBLIC FACILITIES



PEDESTRIAN MOVEMENT & COMMERCE - PUBLIC BENEFITS

MEZZANINE

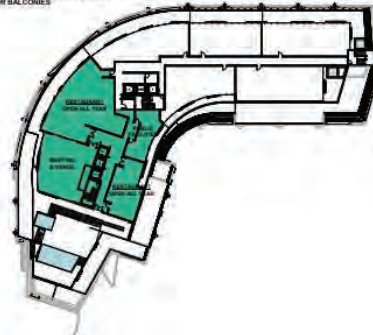
- 30 EMPLOYEE HOUSING UNITS
- EMPLOYEE RETENTION INCENTIVE SPACE
- SEPARATE AND PRIVATE ENTRANCES
- MEDIA RM, LAUNDRY RM, SALOONS, KITCHEN/LIVING AREA, LIBRARY, GAMEROOM, AND GYM



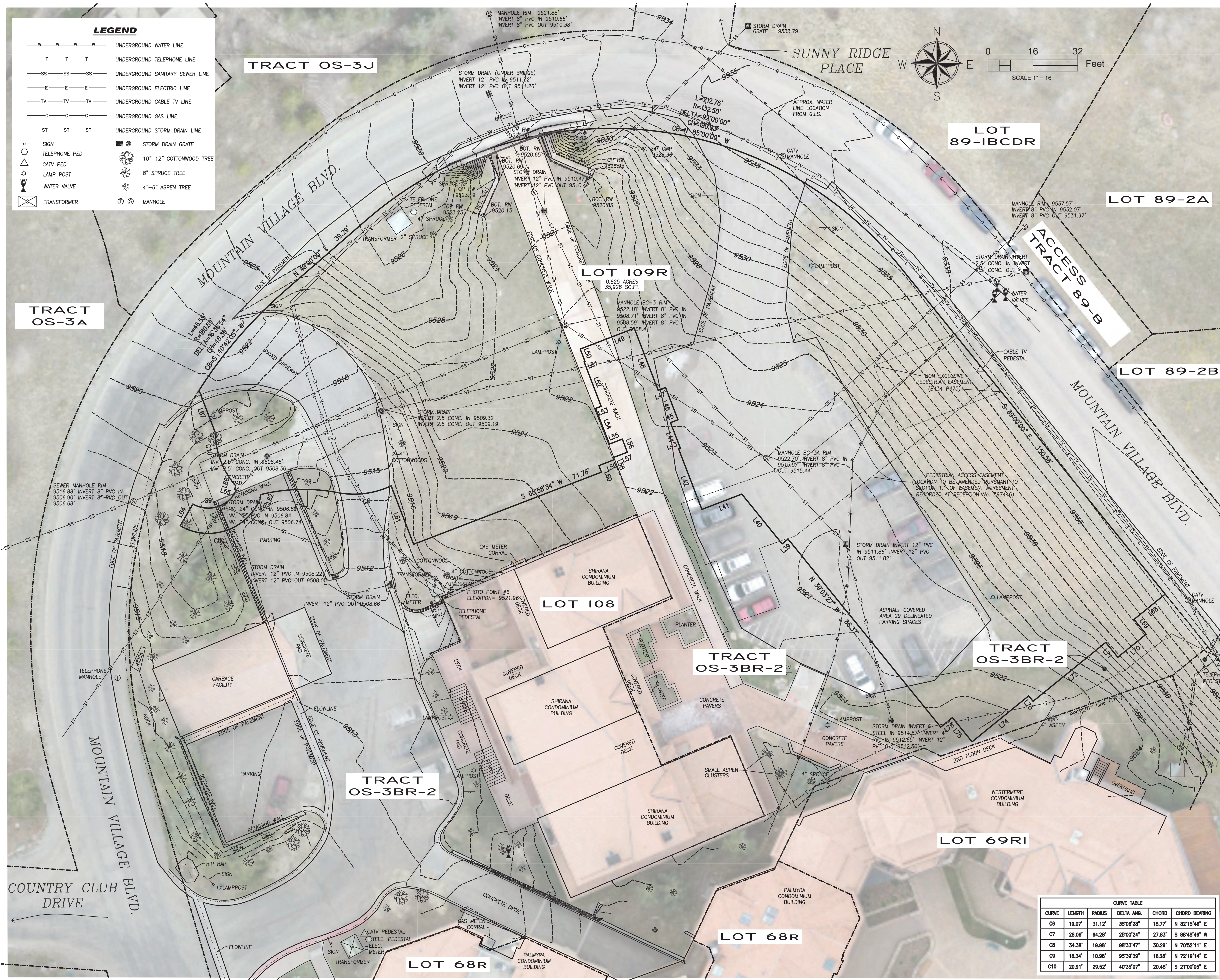
EMPLOYEE HOUSING - PUBLIC BENEFITS

LEVEL 6

- TWO (2) RESTAURANTS, OPEN ALL YEAR
- PUBLIC FACILITIES
- CONFERENCE/MEETING VENUE SPACE
- OUTDOOR BALCONIES



LEVEL 6 PUBLIC SPACES - PUBLIC BENEFITS



LEGEND

—W—W—W— UNDERGROUND WATER LINE
—T—T—T— UNDERGROUND TELEPHONE LINE
—SS—SS—SS— UNDERGROUND SANITARY SEWER LINE
—E—E—E— UNDERGROUND ELECTRIC LINE
—TV—TV—TV— UNDERGROUND CABLE TV LINE
—G—G—G— UNDERGROUND GAS LINE
—ST—ST—ST— UNDERGROUND STORM DRAIN LINE

⬮ SIGN
⬮ TELEPHONE PED
⬮ CATV PED
⬮ LAMP POST
⬮ WATER VALVE
⬮ TRANSFORMER

⬮ STORM DRAIN GRATE
⬮ 10"-12" COTTONWOOD TREE
⬮ 8" SPRUCE TREE
⬮ 4"-6" ASPEN TREE
⬮ MANHOLE

This Existing Conditions/Improvement Survey of the Lot 109R Town of Mountain Village was compiled using a 2018 UAS drone survey which was supplemented by conventional survey means during January of 2022. It was produced under the direct responsibility, supervision and checking of David R. Bulson of Bulson Surveying being a Colorado Licensed Surveyor. This Existing Conditions Survey is not a Land or Improvement Survey Plat as defined by Colorado State Statute. This survey is not to be relied for specific location of buried utilities. It is meant as a general source of information and all locations must be field verified prior to construction.

P.L.S. NO. 37662 Date

PROPERTY DESCRIPTION:

LOT 109R TELLURIDE MOUNTAIN VILLAGE ACCORDING TO THE REPLAT OF LOTS 73-76R, 109, 110, TRACT 89-A AND TRACT OS-3BR-1 RECORDED MARCH 18, 2011 IN PLAT BOOK 1 AT PAGE 4455, COUNTY OF SAN MIGUEL, STATE OF COLORADO

NOTES:

- Easement research by Fidelity Title Company Title Report Order Number 150-F17796-22 dated October 5, 2022 at 8:00 A.M
- According to FEMA Flood Insurance Rate Map 08113C0287-D, Panel Number 0287D dated September 30, 1988, Lot 109R is within Zone X; Areas determined to be outside 500-year flood plain.
- Lineal units represented hereon are shown in U.S. Survey Feet or a decimal portion thereof.
- This survey is valid only if a print or electronic copy has a seal and signature of the surveyor noted within the statement above.
- The word certify as used hereon means an expression of professional opinion regarding the facts of this survey and does not constitute a warranty or guarantee, expressed or implied.
- This survey is prepared for the exclusive use of the party or parties indicated within the surveyor's statement. Said statement does not extend to any unnamed person or parties without an express statement by the surveyor naming said entities.
- Benchmark: Control Point "Crystal-1", a No.5 rebar with elevation 9555.32 feet.
- Contour interval is one (1.0) foot.
- No evidence of wetlands were observed during the course of this survey
- The location of buried utilities and drainage structures are based on markings and information provided by others. All locations must be field verified prior to construction
- Due to winter conditions, only visible improvements are shown on this survey. Any improvements buried under snow cover will not be shown.

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

LINE TABLE		
LINE	BEARING	LENGTH
L39	S 51°01'50" W	2.74'
L40	N 38°58'10" W	22.86'
L41	S 68°59'54" W	15.26'
L42	N 21°00'23" W	23.15'
L43	N 68°59'37" E	0.66'
L44	N 21°00'05" W	9.76'
L45	N 68°59'55" E	2.84'
L46	N 21°00'05" W	12.33'
L47	S 68°59'56" W	2.83'
L48	N 21°00'05" W	23.71'
L68	S 50°56'33" W	14.32'
L69	N 39°03'27" W	6.83'
L70	N 50°56'33" E	13.00'
L71	S 39°03'27" E	6.83'
L72	S 50°56'33" W	33.36'
L73	N 39°03'27" W	2.50'
L74	N 50°56'44" E	26.01'
L75	S 39°01'35" E	11.12'
L76	S 50°56'33" W	5.38'

LINE TABLE		
LINE	BEARING	LENGTH
L49	S 68°59'55" W	20.87'
L50	S 21°00'05" E	4.75'
L51	S 69°00'25" W	0.33'
L52	S 21°00'05" E	17.00'
L53	S 68°59'55" W	2.12'
L54	S 21°00'05" E	13.62'
L55	N 68°59'55" E	4.95'
L56	S 21°00'05" E	5.00'
L57	S 68°57'08" W	5.33'
L58	S 21°02'52" E	0.83'
L59	S 68°59'23" W	5.83'
L60	S 21°00'05" E	2.50'
L61	N 21°00'05" W	22.36'
L62	S 17°58'24" W	1.25'
L63	S 68°24'43" E	0.21'
L64	N 30°09'04" E	9.00'
L65	N 72°01'36" W	0.86'
L66	N 17°58'24" E	1.37'
L67	N 21°00'05" W	16.05'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA ANG.	CHORD	CHORD BEARING
C7	19.07'	31.12'	35°06'28"	18.77'	N 82°15'46" E
C8	28.06'	64.28'	25°00'24"	27.83'	S 88°48'46" W
C9	34.36'	19.98'	98°33'47"	30.29'	N 70°52'11" E
C10	20.91'	10.98'	95°39'39"	16.28'	N 72°19'14" E
C10	20.91'	29.52'	40°35'07"	20.48'	S 21°00'05" E

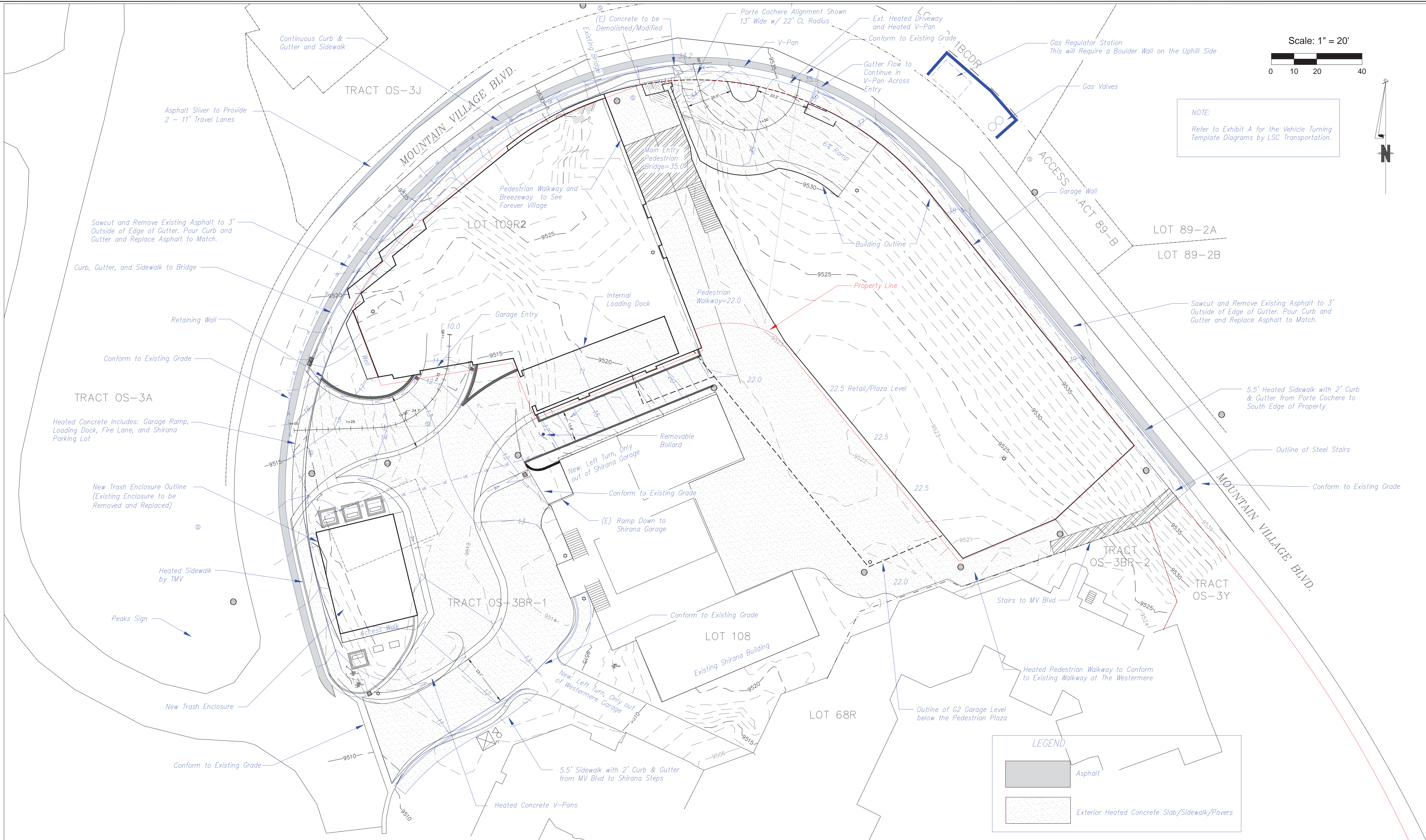
Tiara Telluride LLC
450 South Old Dixie Highway
Suite 8, Jupiter, FL 33458

October 17, 2022

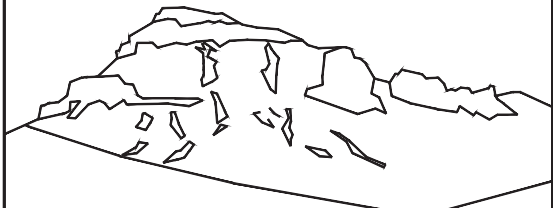
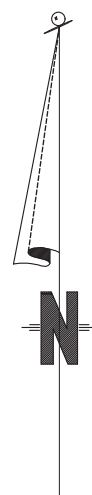
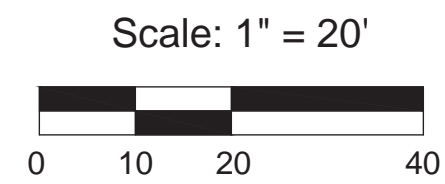
PROJECT NUMBER
21062

EXISTING CONDITIONS IMPROVEMENTS SURVEY
Lot 109R
Town of Mountain Village

BULSON SURVEYING



NOTE:
Refer to Exhibit A for the Vehicle Turning
Template Diagrams by LSC Transportation.



Uncompahgre
Engineering, LLC

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

SUBMISSIONS:

Submittal	2022-03-04
Submittal	2022-04-15
Submittal	2022-05-19
Submittal	2022-06-07
Submittal	2022-08-08
Submittal	2022-09-23
Submittal	2022-10-21

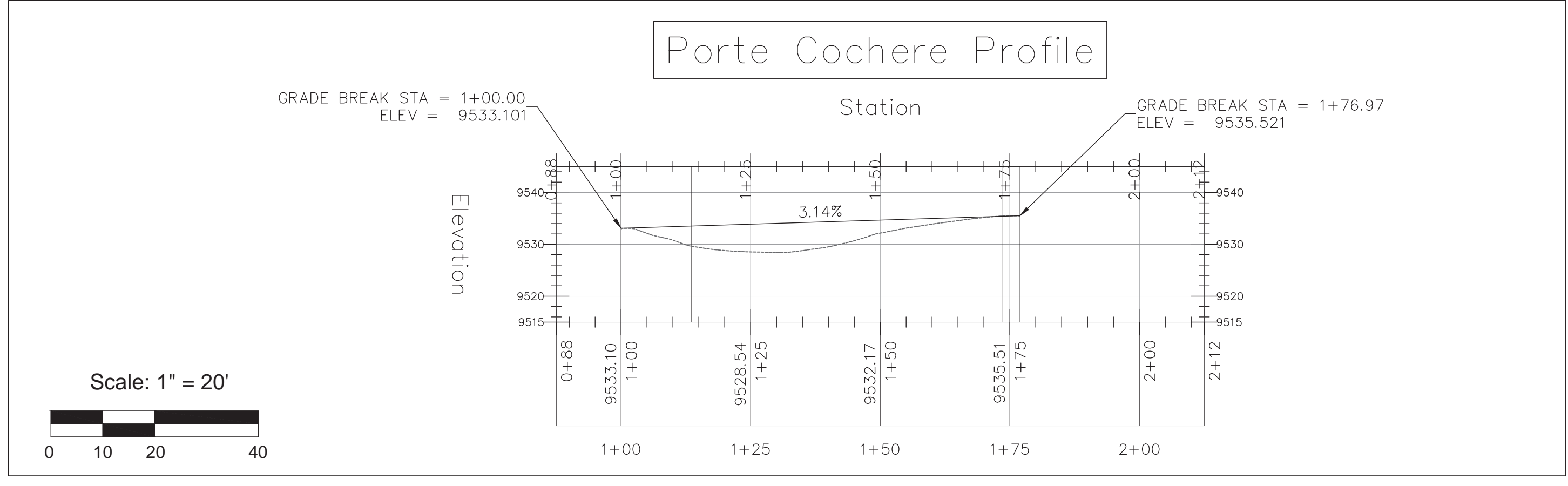
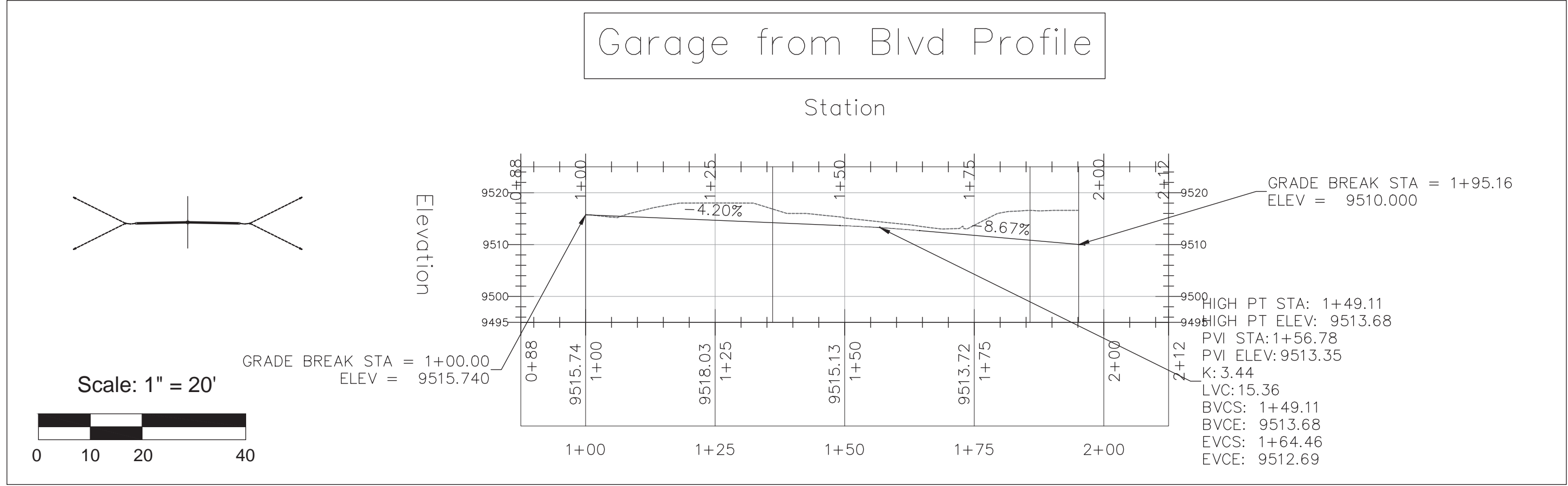
Lot 109R
Mtn. Village, CO



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

Site Grading
with
Garage Access
Profile

C2.1





PROJECT INFORMATION

PROJECT LOCATION

MOUNTAIN VILLAGE, CO

ZONING AND DESIGNATION:

ZONE DISTRICT - VILLAGE CENTER

LOT 109R2 - MAJOR PUD AMENDMENT

LOT 109R2 TELLURIDE MOUNTAIN VILLAGE ACCORDING TO THE REPLAT OF LOTS 73-76R, 109, 110, TRACT 89-A AND TRACT OS-3BR-1 RECORDED MARCH 18, 2011 IN PLAT BOOK 1 AT PAGE 4455, COUNTY OF SAN MIGUEL, STATE OF COLORADO

PROPOSED PUD AREA:

0.821 ACRES - 35,771 SQ. FT.

LOT COVERAGE COVERAGE:

(INCLUSIVE OF COVERED WALKWAYS, PATIOS & DECKS)

35,085 SF /35,771 SF x 100 = 98%

BUILDING AREA:

173,603 SF TOTAL CONDITIONED

68,121 SF PARKING & MECHANICAL - TEMPERED

241,724 SF COMBINED CONDITIONED + TEMPERED

BUILDING HEIGHTS:

MAXIMUM BUILDING HEIGHT: 88' - 9"

AVERAGE BUILDING HEIGHT: 62.35'

*ADDITIONAL HEIGHT INFORMATION CAN BE FOUND ON SHEETS A-1.11, A-1.12, A-2.02, A-2.03, A-2.04, & A-2.05

PER MOUNTAIN VILLAGE CDC SECTION 1601:

GRND SNOW LOAD: 130 lbs. MIN (standard plus elevation per SEAC Guide)
WIND SPEED: 90 MPH (3 sec wind gust)
WIND EXPOSURE: C
CLIMATE ZONE: 6B
SEISMIC DESIGN: CLASS C
FROST LINE DEPT: 48"
TERMITES: SLIGHT TO MODERATE

VICINITY MAP

SHEET INDEX



SHEET NUMBER	SHEET NAME	DRB SUBMITTAL #1 04.24.2022	SPECIAL HEARING SUBMITTAL 05.19.2022	TOWN COUNCIL SUBMITTAL #1 06.07.2022	TOWN COUNCIL SUBMITTAL 08.08.2022	FINAL DRB SUBMITTAL 10.21.2022
01-GENERAL						
G-000	COVER SHEET	X	X	X	X	X
G-001	PUBLIC BENEFITS DIAGRAM				X	X
G-002	PUBLIC BENEFITS DIAGRAM				X	X
02-CIVIL						
C2.1	SITE GRADING WITH GARAGE ACCESS PROFILE	X	X	X	X	X
C2.3	TURNING TEMPLATE EXHIBIT	X	X	X	X	X
C2.4	SNOWMELT DIAGRAM		X	X	X	X
C3	UTILITY PLAN	X	X	X	X	X
C3.1	UTILITY & STORM DRAIN PLAN					X
C4	CONSTRUCTION MITIGATION PLAN					X
C5	CONSTRUCTION MITIGATION PLAN					X
03-LANDSCAPE						
L0.02	EXISTING TREE PLAN & REPORT					X
L1.01	PLAZA LANDSCAPE PLAN					X
L1.02	PLAZA LANDSCAPE MATERIALS					X
L1.03	LANDSCAPE FLOORS 2-5					X
L1.04	LANDSCAPE FLOORS 6-7					X
L2.01	PLAZA LANDSCAPE GRADING PLAN					X
L2.02	SNOWMELT DIAGRAM					X
L2.03	PLAZA IRRIGATION PLAN					X
L2.04	PLAZA OUTDOOR LIGHTING DIAGRAM					X
L2.05	OUTDOOR LIGHTING DIAGRAM FLOORS 6-7					X
L4.01	PLAZA PLANTING PLAN					X
05-ARCHITECTURAL						
A-0.00	ARCHITECTURAL SITE PLAN	X	X	X	X	X
A-0.P1	PERSPECTIVE RENDERINGS	X	X	X	X	X
A-0.P2	PERSPECTIVE RENDERINGS				X	X
A-0.P3	PERSPECTIVE RENDERINGS				X	X
A-0.P4	PERSPECTIVE RENDERINGS				X	X
A-0.P5	PERSPECTIVE RENDERINGS				X	X
A-1.01	FLOOR PLAN - LEVEL G2 - OVERALL	X	X	X	X	X
A-1.02	FLOOR PLAN - LEVEL G1 PLAZA - OVERALL	X	X	X	X	X
A-1.03	FLOOR PLAN - LEVEL 1G1A PARKING - OVERALL	X	X	X	X	X
A-1.04	FLOOR PLAN - LEVEL 1 MEZZANINE - OVERALL	X	X	X	X	X
A-1.05	FLOOR PLAN - LEVEL 2 - OVERALL	X	X	X	X	X
A-1.06	FLOOR PLAN - LEVEL 3 - OVERALL	X	X	X	X	X

SHEET NUMBER	SHEET NAME	DRB SUBMITTAL #1 04.24.2022	SPECIAL HEARING SUBMITTAL 05.19.2022	TOWN COUNCIL SUBMITTAL #1 06.07.2022	TOWN COUNCIL SUBMITTAL 08.08.2022	FINAL DRB SUBMITTAL 10.21.2022
A-1.07	FLOOR PLAN - LEVEL 4 - OVERALL	X	X	X	X	X
A-1.08	FLOOR PLAN - LEVEL 5 - OVERALL	X	X	X	X	X
A-1.09	FLOOR PLAN - LEVEL 6 - OVERALL	X	X	X	X	X
A-1.10	FLOOR PLAN - LEVEL 7 - OVERALL	X	X	X	X	X
A-1.11	OVERALL ROOF & MAX HEIGHT PLAN	X	X	X	X	X
A-1.12	AVERAGE HEIGHT PLAN	X	X	X	X	X
A-2.00	EXTERIOR MATERIAL ELEVATIONS					X
A-2.01	EXTERIOR MATERIAL ELEVATIONS					X
A-2.02	NORTH & EAST ELEVATIONS	X	X	X	X	X
A-2.03	SOUTHEAST & WEST ELEVATIONS	X	X	X	X	X
A-2.04	3D MAX HEIGHT WITH EXISTING TOPO	X	X	X	X	X
A-2.05	3D MAX HEIGHT WITH PROPOSED TOPO	X	X	X	X	X
A-2.10	GARAGE UTILITY DIAGRAM		X	X	X	X
A-2.21	EXTERIOR ELEVATION SNOW MELT STUDY	X	X	X	X	X
A-2.22	EXTERIOR ELEVATION SNOW MELT STUDY	X	X	X	X	X
A-2.23	TYPICAL DETAILS, WINDOW LEGEND AND DOOR SCHEDULE	X	X	X	X	X
A-3.00	BUILDING SECTION		X	X	X	X
A-111	TRASH ENCLOSURE FLOOR PLANS & ELEVATIONS				X	X
08-ELECTRICAL						
E-100	LIGHTING SITE PLAN					X
E-101	PHOTOMETRIC SITE PLAN					X
E-102	POOL DECK & BALCONY PHOTOMETRIC					X
E-200	PHOTOMETRIC SCHEDULES					X
E-201	PHOTOMETRIC CUTSHEETS					X
E-202	PHOTOMETRIC CUTSHEETS					X

SCOPE OF WORK

THE PROPOSED CONCEPT DESIGN IS COMPRISED OF HOTEL WITH EMPLOYEE HOUSING, APARTMENTS, AND CONDOS. THE COMMERCIAL SPACE INCLUDES RETAIL SPACES, RESTAURANTS, BAR, SPA, WEDDING VENUE, MEETING SPACE, AND POOL DECK.

PROJECT TEAM

OWNER

TIARA TELLURIDE
450 S OLD DIXIE HWY
JUPITER, FL 33458

ARCHITECT

VAULT DESIGN, LLC
520 W FIR WAY
LOUISVILLE CO 80027

CIVIL ENGINEER

UPCOMPAGRE
ENGINEERING, LLC
P.O.BOX 3945
TELLURIDE, CO 81435

LANDSCAPE ARCHITECT

MARPA LANDSCAPE
ARCHITECTURE
1539 PEARL ST
BOULDER, CO 80302

STRUCTURAL ENGINEER

ANCHOR ENGINEERING
2535 17TH ST
DENVER, CO 80211

MECHANICAL/PLUMBING ENGINEER

MCGRATH INCORPORATED
5353 W DARTMOUTH AVE
SUITE 506
DENVER, CO 80227

ELECTRICAL ENGINEER

AE DESIGN
1900 WAZEE ST, #205
DENVER, CO 80202

LIGHTING DESIGNER

G2J DESIGN NEW
YORK
2287 JOHNSON AVE
SUITE #15 H
RIVERDALE, NY
10463

INTERIORS

ROSE INK WORKSHOP
5 WHITE ST, 4B
NEW YORK, NY 10013

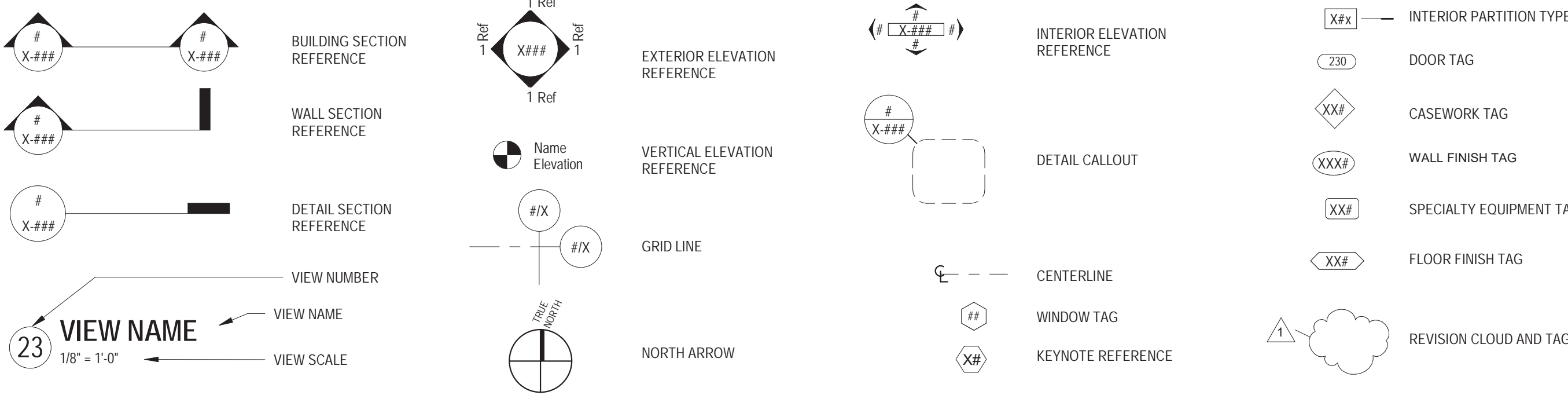
LEED & ENERGY MODELER

INTERTEK
1795 DOGWOOD ST.,
SUITE 200
LOUISVILLE, CO 80027

BUILDING ENVELOPE

ARCHITECTURAL CONSULTING
& FORENSICS, PLLC
4739 N LUNE AVE
CHICAGO, IL 60630

DRAWING SYMBOLS



SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

NOTICE: DRAFTS OF COOPERATION
RELEASE OF THESE DOCUMENTS CONTAINING
FURTHER COOPERATION AMONG THE OWNER, ARCHITECT,
CONTRACTOR AND THE ARCHITECT. DESIGN AND
CONSTRUCTION ARE COMPLEX AND UNPREDICTABLE. THE ARCHITECT
AND HIS/her CONSULTANTS HAVE PERFORMED THEIR
SERVICES WITH CARE AND DILIGENCE. THEY DO NOT
GUARANTEE PERFECT CONSTRUCTION OR PERFECT
AND EVERY CONSTRUCTION PROJECT HAS SOMEWHAT ANY
ERRORS, OMISSIONS, OR DISCREPANCY DISCOVERED BY
THE USE OF THESE DOCUMENTS SHALL BE REPORTED
IMMEDIATELY TO THE ARCHITECT. THE ARCHITECT SHALL
COOPERATE BY SAMPLE NOTICE TO THE ARCHITECT SHALL
RELIEVE THE ARCHITECT FROM RESPONSIBILITY FOR ALL
CONSEQUENCES ARISING OUT OF SUCH CHANGES.

THE DESIGN AND PLANS ARE COPYRIGHT AND ARE NOT TO
BE USED OR REPRODUCED IN ANY MANNER WITHOUT THE
WRITTEN PERMISSION OF VAULT DESIGN ARCHITECTS.
THE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY
OF VAULT DESIGN ARCHITECTS AND SHALL REMAIN THE PROPERTY OF
THE ARCHITECT. ANY OTHER PROJECT FOR WHICH THEY ARE
MADE IS EXCLUDED FROM THIS AGREEMENT.

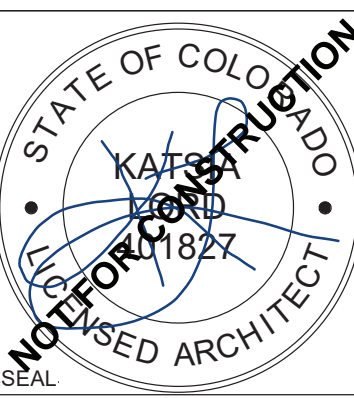
DO NOT SCALE FROM DRAWING. VERIFY ALL DIMENSIONS
ON SITE.

LOT 109R MAJOR PUD AMENDMENT
SPECIAL HEARING SUBMITTAL
05.19.2022

LOT 109R PUD AMENDMENT TOWN
COUNCIL SUBMITTAL
06.07.2022

LOT 109R PUD AMENDMENT TOWN
COUNCIL CONTINUANCE SUBMITTAL
08.08.2022

LOT 109R PUD AMENDMENT FINAL
DRB SUBMITTAL 10.21.2022



Project Number

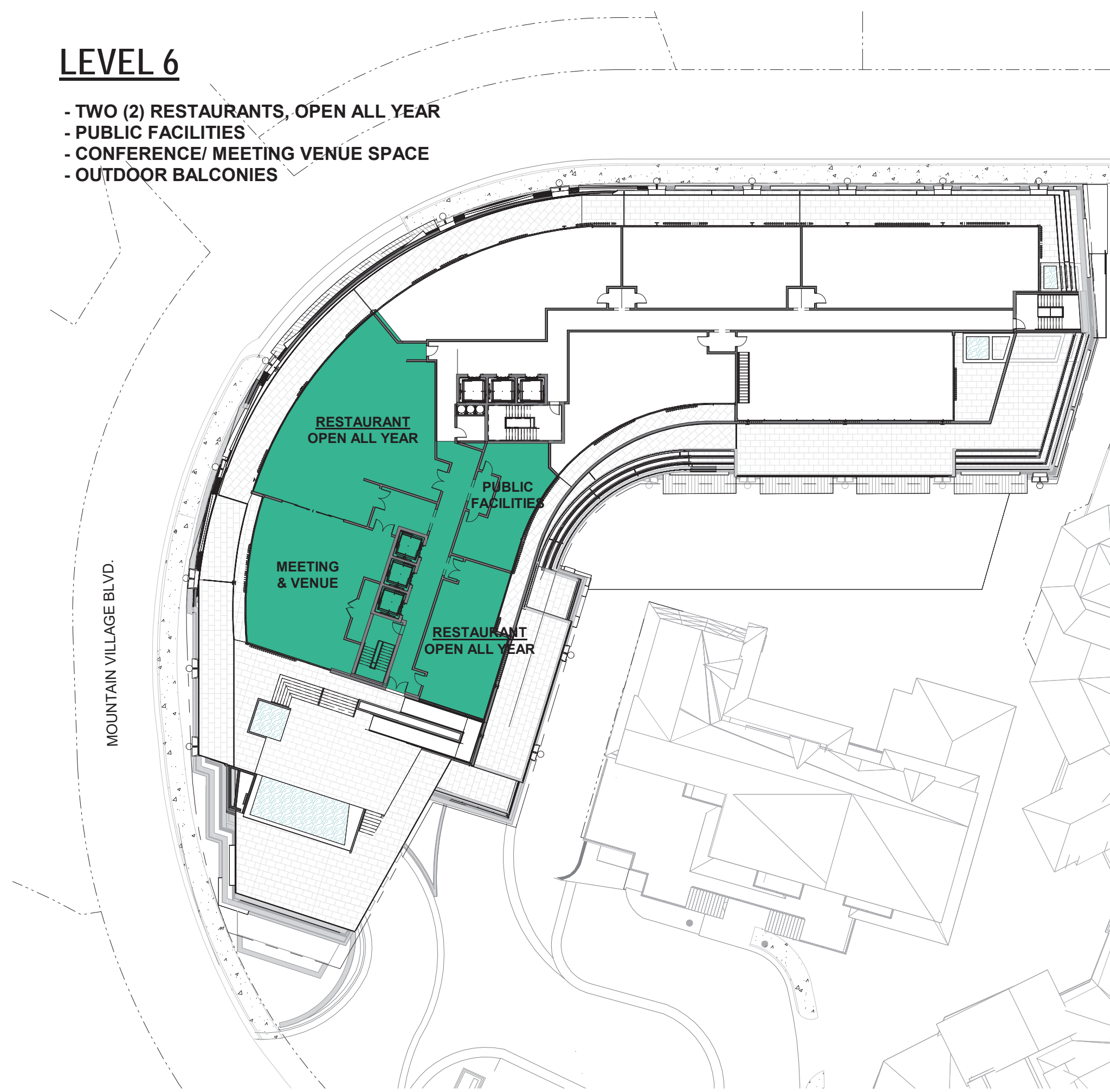
JOB NO.

COVER SHEET

G-000

LEVEL 6

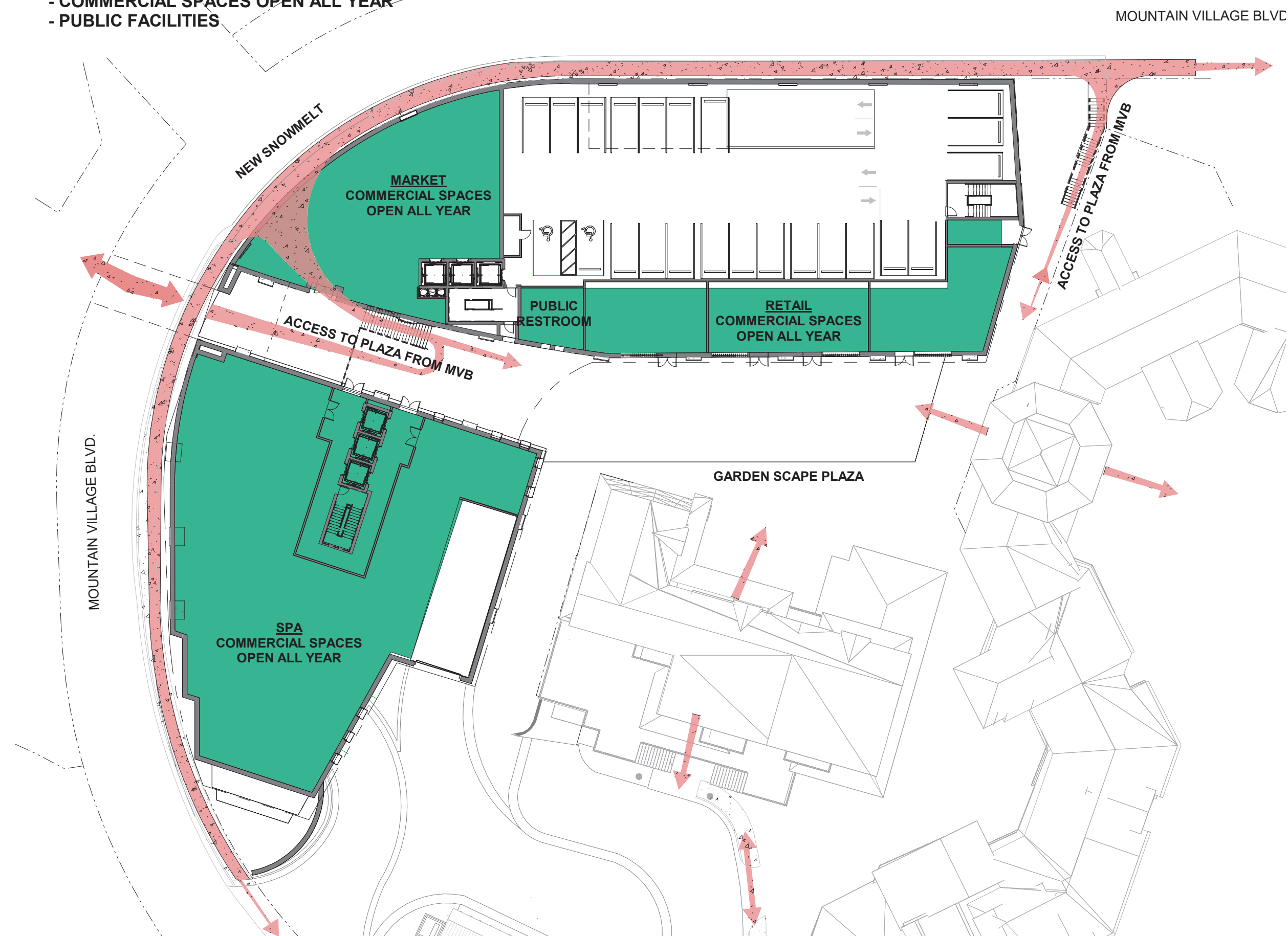
- TWO (2) RESTAURANTS, OPEN ALL YEAR
- PUBLIC FACILITIES
- CONFERENCE/ MEETING VENUE SPACE
- OUTDOOR BALCONIES



3. LEVEL 6 PUBLIC SPACES - PUBLIC BENEFITS
1/32" = 1'-0"

PLAZA LEVEL & MVB

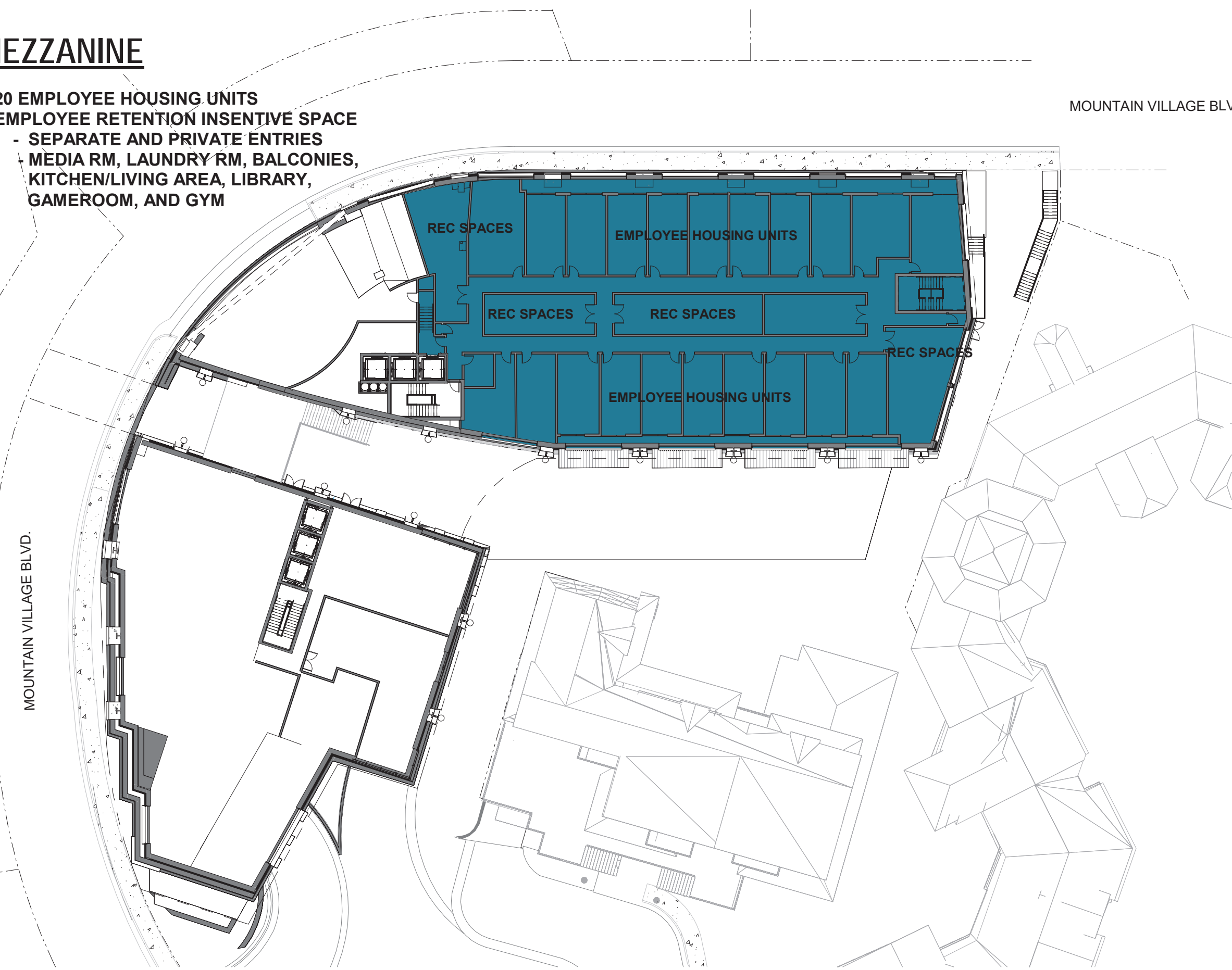
- ACCESS FROM STREET (MVB) TO PLAZA
- COMMERCIAL SPACES OPEN ALL YEAR
- PUBLIC FACILITIES



4. PEDESTRIAN MOVEMENT & COMMERCE - PUBLIC BENEFITS
1/32" = 1'-0"

MEZZANINE

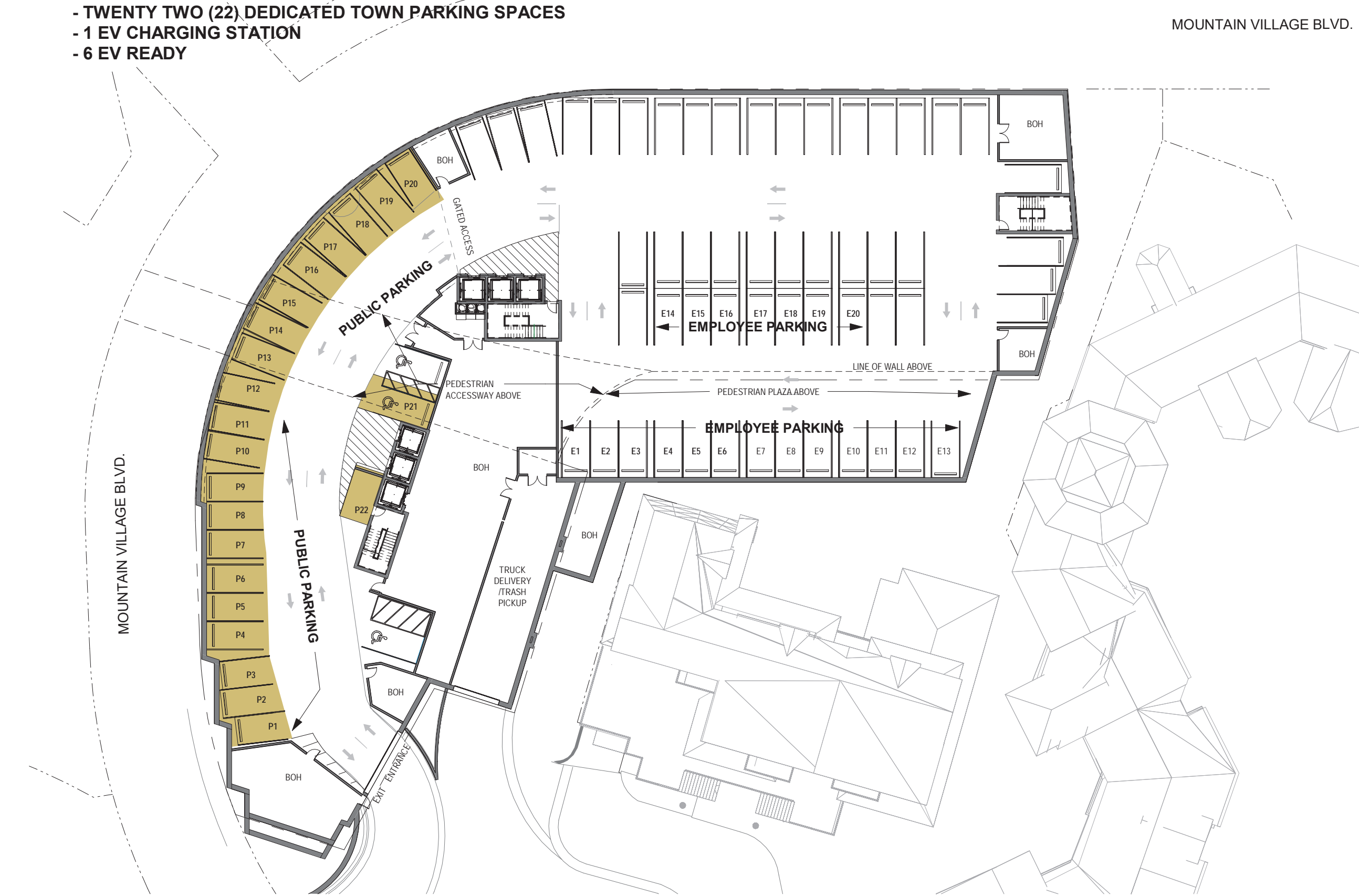
- 20 EMPLOYEE HOUSING UNITS
- EMPLOYEE RETENTION INCENTIVE SPACE
- SEPARATE AND PRIVATE ENTRIES
- MEDIA RM, LAUNDRY RM, BALCONIES, KITCHEN/LIVING AREA, LIBRARY, GAMEROOM, AND GYM



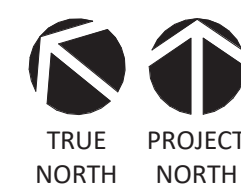
1. EMPLOYEE HOUSING - PUBLIC BENEFITS
1/32" = 1'-0"

G2 - PARKING

- TWENTY TWO (22) DEDICATED TOWN PARKING SPACES
- 1 EV CHARGING STATION
- 6 EV READY



2. DEDICATED TOWN PARKING - PUBLIC BENEFITS
1/32" = 1'-0"



1/32" = 1' 0 16 32 64'

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PLAZA LEVEL & MVB

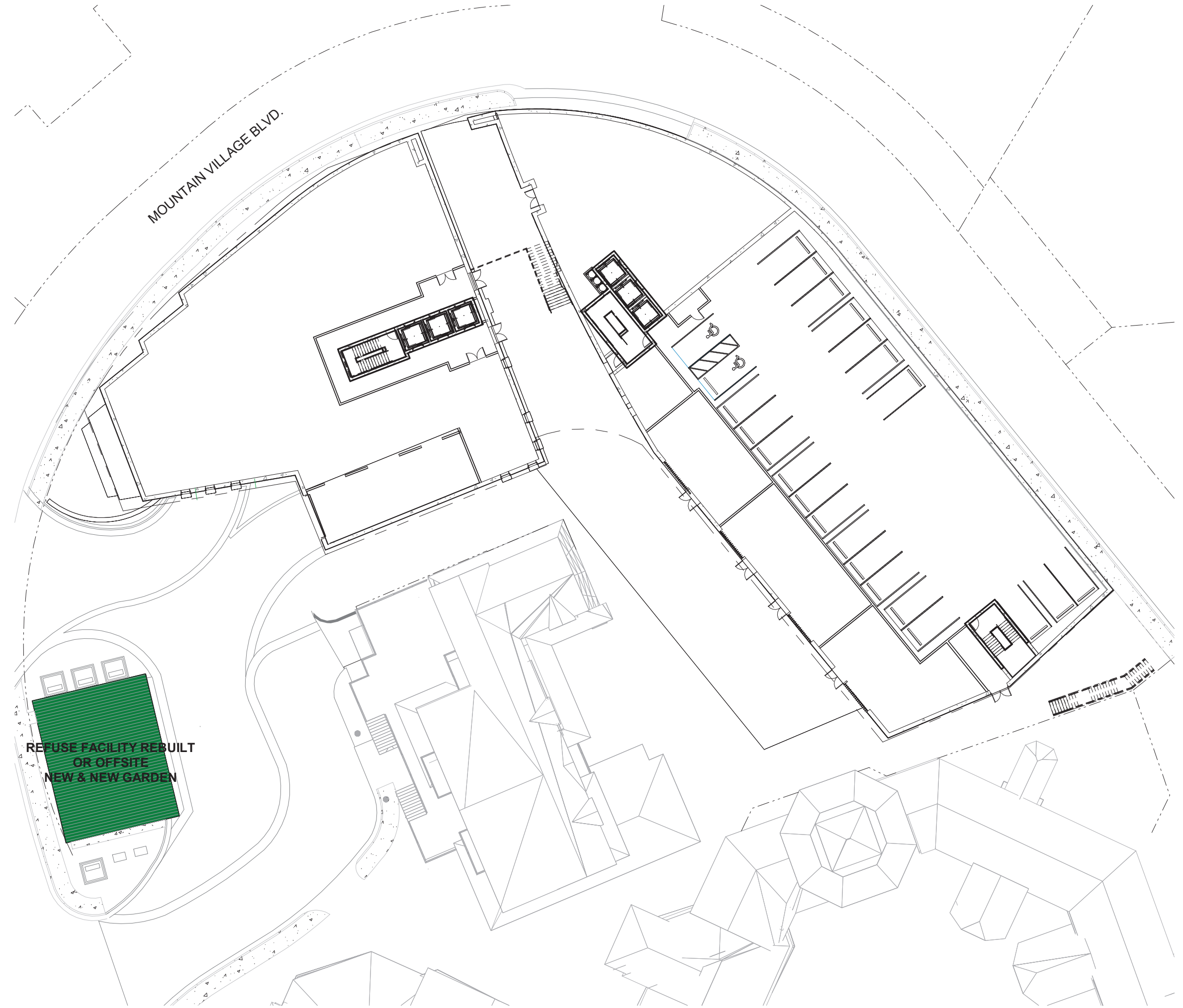
- NEW SNOW MELT SIDEWALKS
- NEW SNOW MELT DRIVEWAY



1 PUBLIC SNOWMELT DIAGRAM
1/32" = 1'-0"

LOT OS-3BR-2 OFF MTN VILLAGE BLVD

- NEW REFUSE FACILITY REBUILT OFFSITE



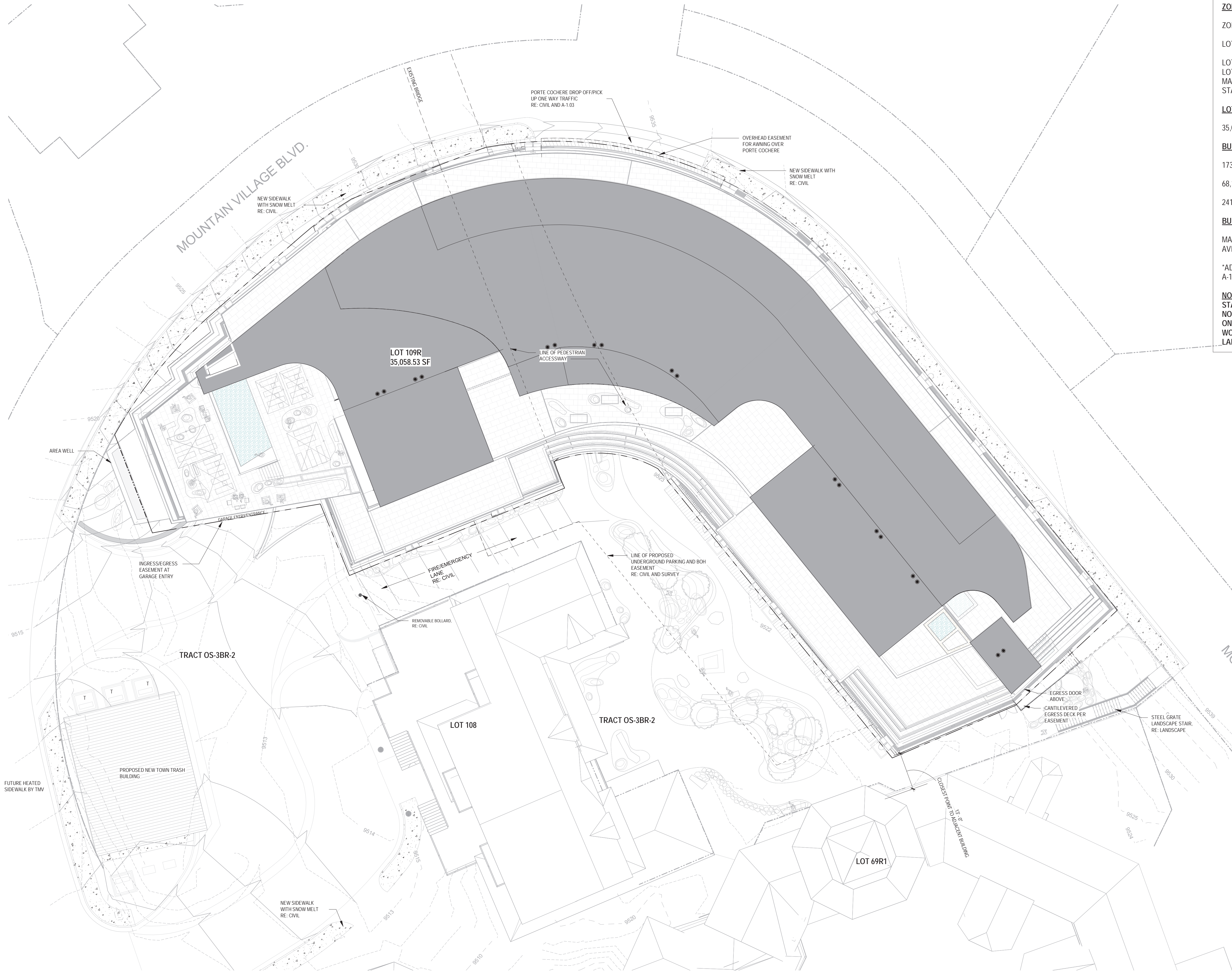
2 TRASH ENCLOSURE DIAGRAM
1/32" = 1'-0"



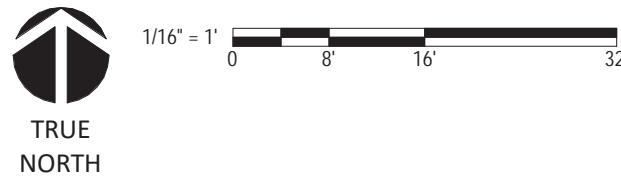
1/32" = 1'
0 16 32 64'



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1 ARCHITECTURAL SITE PLAN
1/16" = 1'-0"



PROJECT LOCATION

MOUNTAIN VILLAGE, CO

ZONING AND DESIGNATION:

ZONE DISTRICT - VILLAGE CENTER

LOT 109R2 - MAJOR PUD AMENDMENT

LOT 109R2 TELLURIDE MOUNTAIN VILLAGE ACCORDING TO THE REPLAT OF LOTS 73-76R, 109, 110, TRACT 89-A AND TRACT OS-3BR-1 RECORDED MARCH 18, 2011 IN PLAT BOOK 1 AT PAGE 4455, COUNTY OF SAN MIGUEL, STATE OF COLORADO

LOT COVERAGE COVERAGE:

35,085 SF /35,771 SF x 100 = 98%

BUILDING AREA:

173,603 SF TOTAL CONDITIONED

68,121 SF PARKING & MECHANICAL - TEMPERED

241,724 SF COMBINED CONDITIONED + TEMPERED

BUILDING HEIGHTS:

MAXIMUM BUILDING HEIGHT: 88' - 9"

AVERAGE BUILDING HEIGHT: 62.35'

*ADDITIONAL HEIGHT INFORMATION CAN BE FOUND ON SHEETS A-1.11, A-1.12, A-2.02, A-2.03, A-2.04, & A-2.05

NOTE: THIS IS AN OVERALL ARCHITECTURAL SITE PLAN. PER INDUSTRY STANDARD, IT WOULD INCLUDE SITE PARKING, IF APPLICABLE. THERE IS NO SITE PARKING ON LOT 109R. REFER TO CIVIL FOR ANY SITE PARKING ON ADJACENT LOTS BEYOND 109R. PER INDUSTRY STANDARD ALL SITE WORK INCLUDING UTILITIES, GRADING, SIDEWALKS, ETC IS PER CIVIL. ALL LANDSCAPE IS PER LANDSCAPE.

PARKING LEGEND

TYPE	PARKING LEVEL			TOTAL
	G2	G1	G1A	
STANDARD PUBLIC	16	-	-	16
COMPACT PUBLIC	5	-	-	5
EMPLOYEE STANDARD	20	-	-	20
STANDARD	33	21	28	82
COMPACT	1	-	1	2
VAN ACCESSIBLE	1	-	-	1
STANDARD ACCESSIBLE	2	2	-	4
TOTAL	78	23	29	130

NOTES:

- STANDARD PARKING SPACE = 9' - 0" x 19' - 0" PER CDC
 - COMPACT PARKING SPACE = 9' - 0" x 16' - 0" PER CDC
- COMMERCIAL PARKING = 1/1,000 PARKING REQUIRED = 27 SPACES
 - DEDICATED EMPLOYEE DORM SPACES = 18 SPACES
 - DEDICATED EMPLOYEE APARTMENT SPACES = 2 SPACES
 - 19 CONDOS x 1 = 19 SPACES
 - 18 LODGE x 5 = 9 SPACES
 - 64 EFFICIENCY x 5 = 32 SPACES
 - DEDICATED HOA SPACE = 1 SPACE
 - TOTAL REQUIRED = 108 SPACES

ADA

- 1 VAN ACCESSIBLE SPACE REQUIRED 1 PROVIDED
- 4 STANDARD ACCESSIBLE SPACES REQUIRED 4 PROVIDED

PUBLIC PARKING

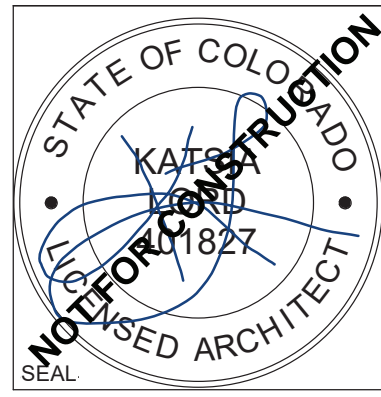
22 SPACES



SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

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LOT 109R MAJOR PUD AMENDMENT
SPECIAL HEARING SUBMITTAL
05.19.2022
LOT 109R PUD AMENDMENT TOWN
COUNCIL SUBMITTAL
06.07.2022
LOT 109R PUD AMENDMENT TOWN
COUNCIL CONTINUANCE SUBMITTAL
08.08.2022
LOT 109R PUD AMENDMENT FINAL
DRB SUBMITTAL 10.21.2022



Project Number
JOB NO.

ARCHITECTURAL SITE
PLAN

A-0.00



Vault Design
VAULT DESIGN, LLC
520 W FIR WAY
LOUISVILLE, CO 80027

Uncompahgre
Engineering, LLC

MARPA
MARPA, INC.
1000 W. 10TH AVE. SUITE 100
DENVER, CO 80202

AE DESIGN
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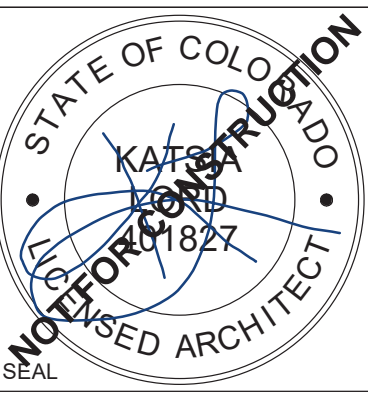
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DRB SUBMITTAL 10.09.2022



PERSPECTIVE
RENDERINGS

A-0.P1



Vault Design
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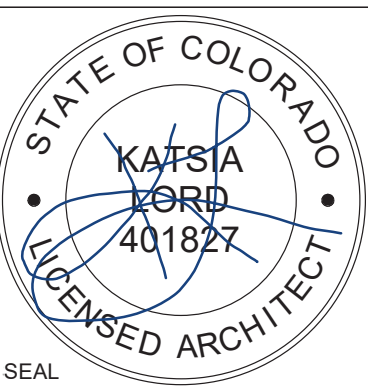
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LOT 109R PUD AMENDMENT TOWN
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PERSPECTIVE
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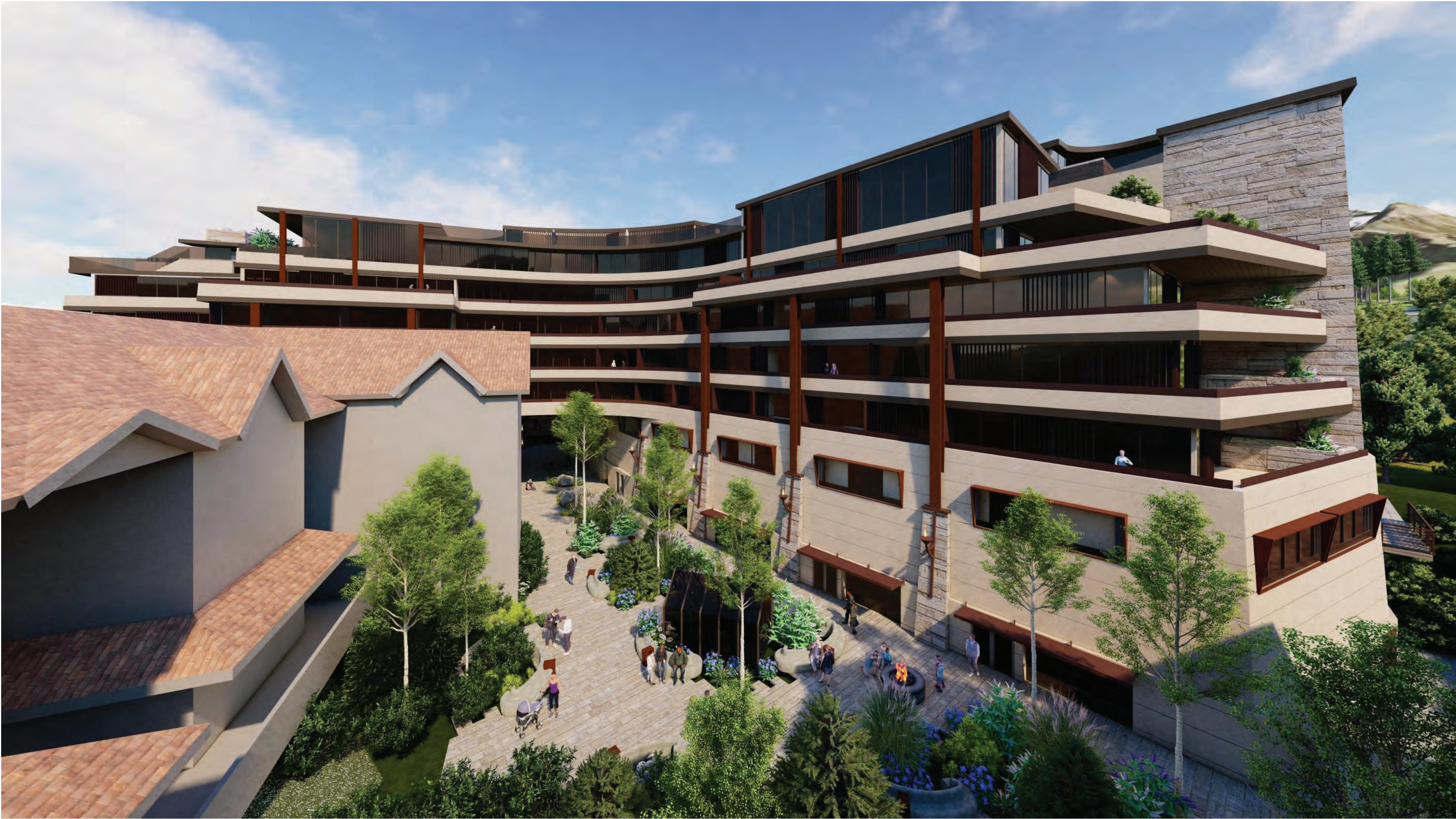
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PERSPECTIVE
RENDERINGS

A-0.P3



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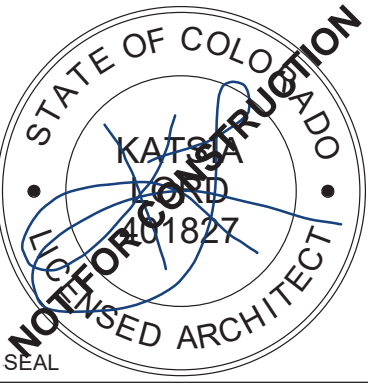
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PERSPECTIVE
RENDERINGS

A-0.P4



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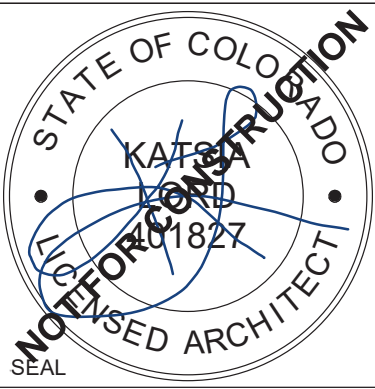
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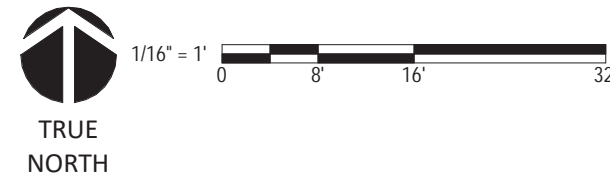
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COUNCIL CONTINUANCE SUBMITTAL
08.08.2022
LOT 109R PUD AMENDMENT FINAL
DRB SUBMITTAL 10.09.2022



1 LEVEL G2 PARKING (9510')
1/16" = 1'-0"



ROOM LEGEND

- BOH/CIRCULATION
- COMMERCIAL
- CONDO
- EMPLOYEE AMENITY
- EMPLOYEE HOUSING
- HOTEL AMENITY
- HOTEL MOD
- LODGE
- OFFICE

PARKING LEGEND

TYPE	PARKING LEVEL			TOTAL
	G2	G1	G1A	
STANDARD PUBLIC	16	-	-	16
COMPACT PUBLIC	5	-	-	5
EMPLOYEE STANDARD	20			20
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COMPACT	1	-	1	2
VAN ACCESSIBLE	1			1
STANDARD ACCESSIBLE	2	2	-	4
TOTAL	78	23	29	130

- NOTES:
- STANDARD PARKING SPACE = 9'-0" x 19'-0" PER CDC
 - COMPACT PARKING SPACE = 9'-0" x 16'-0" PER CDC
- COMMERCIAL PARKING = 111,000 PARKING REQUIRED - 27 SPACES
- DEDICATED EMPLOYEE DORM SPACES = 18 SPACES
- DEDICATED EMPLOYEE APARTMENT SPACES = 2 SPACES
- 19 CONDOS x 1 = 19 SPACES
- 18 LODGE x 5 = 9 SPACES
- 64 EFFICIENCY x 5 = 32 SPACES
- DEDICATED HOA SPACE = 1 SPACE
- TOTAL REQUIRED = 108 SPACES

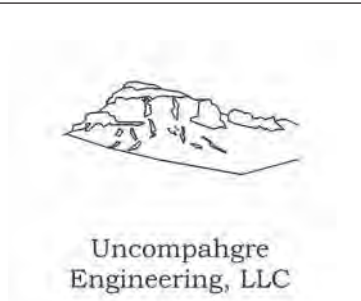
ADA
1 VAN ACCESSIBLE SPACE REQUIRED 1 PROVIDED
4 STANDARD ACCESSIBLE SPACES REQUIRED 4 PROVIDED

PUBLIC PARKING
22 SPACES

LEVEL G2 BACK OF HOUSE ROOM AREAS

LEVEL	NAME	AREA
LEVEL G2 PARKING (9510')	PARKING	29527 SF
LEVEL G2 PARKING (9510')	BACK UP GENERATOR	793 SF
LEVEL G2 PARKING (9510')	MECH/ELEC	176 SF
LEVEL G2 PARKING (9510')	MECH/ELEC	427 SF
LEVEL G2 PARKING (9510')	MECH/ELEC	176 SF
LEVEL G2 PARKING (9510')	TRASH HOLDING	91 SF
LEVEL G2 PARKING (9510')	DELIVERY & TRASH COLLECTION	1319 SF
LEVEL G2 PARKING (9510')	MECH/ELEC	213 SF
LEVEL G2 PARKING (9510')	BOH, LAUNDRY, MECH.	3130 SF
LEVEL G2 PARKING (9510')	BOILER ROOM	350 SF
LEVEL G2 PARKING (9510')	TRASH	182 SF
LEVEL G2 PARKING (9510')	ELEV P3	63 SF
LEVEL G2 PARKING (9510')	ELEV P1	61 SF
LEVEL G2 PARKING (9510')	ELEV P2	61 SF
LEVEL G2 PARKING (9510')	ELEV P4	62 SF
LEVEL G2 PARKING (9510')	ELEV S1	62 SF
LEVEL G2 PARKING (9510')	ELEV S2	62 SF
LEVEL G2 PARKING (9510')	STAIR 1	249 SF
LEVEL G2 PARKING (9510')	STAIR 2	245 SF
LEVEL G2 PARKING (9510')	STAIR 3	185 SF
TOTAL: 20		37435 SF

(AREAS TAKEN TO INSIDE FACE OF FINISH AT EACH ROOM)



SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

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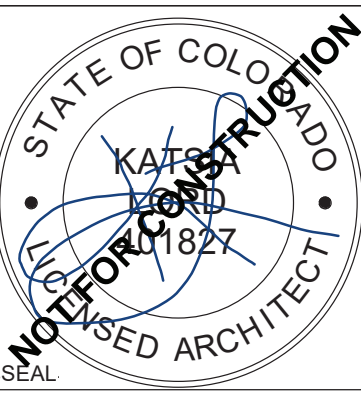
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SPECIAL HEARING SUBMITTAL
05.19.2022

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COUNCIL SUBMITTAL
06.07.2022

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COUNCIL CONTINUANCE SUBMITTAL
08.08.2022

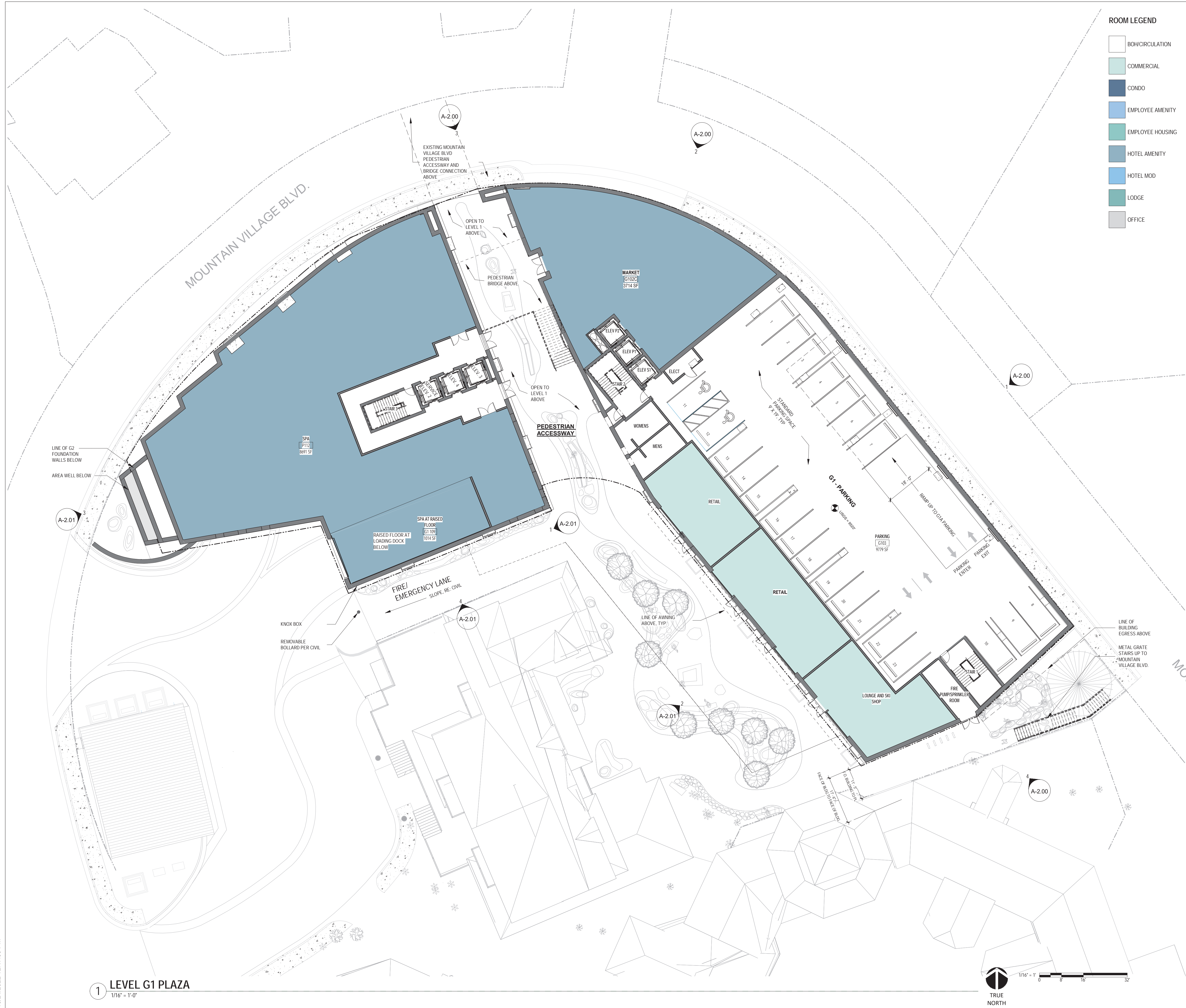
LOT 109R PUD AMENDMENT FINAL
DRB SUBMITTAL 10.21.2022



Project Number
JOB NO.

FLOOR PLAN - LEVEL G2 -
OVERALL

A-1.01



ROOM LEGEND

- BOH/CIRCULATION
- COMMERCIAL
- CONDO
- EMPLOYEE AMENITY
- EMPLOYEE HOUSING
- HOTEL AMENITY
- HOTEL MOD
- LODGE
- OFFICE

PARKING LEGEND

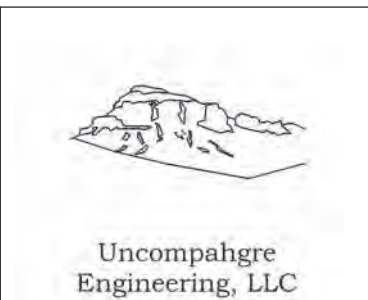
TYPE	PARKING LEVEL			TOTAL
	G2	G1	G1A	
STANDARD PUBLIC	16	-	-	16
COMPACT PUBLIC	5	-	-	5
EMPLOYEE STANDARD	20			20
STANDARD	33	21	28	82
COMPACT	1	-	1	2
VAN ACCESSIBLE	1			1
STANDARD ACCESSIBLE	2	2	-	4
TOTAL	78	23	29	130

NOTES:
1. STANDARD PARKING SPACE = 9' - 0" x 19' - 0" PER CDC
2. COMPACT PARKING SPACE = 9' - 0" x 16' - 0" PER CDC
- COMMERCIAL PARKING = 1/1,000 PARKING REQUIRED = 27 SPACES
- DEDICATED EMPLOYEE DORM SPACES = 18 SPACES
- DEDICATED EMPLOYEE APARTMENT SPACES = 2 SPACES
- 19 CONDOS x 1 = 19 SPACES
- 18 LODGE x 5 = 9 SPACES
- 64 EFFICIENCY x 5 = 32 SPACES
- DEDICATED HOA SPACE = 1 SPACE
TOTAL REQUIRED = 108 SPACES
ADA
1 VAN ACCESSIBLE SPACE REQUIRED 1 PROVIDED
4 STANDARD ACCESSIBLE SPACES REQUIRED 4 PROVIDED
PUBLIC PARKING
22 SPACES

LEVEL G1 INTERIOR AREAS

LEVEL	NAME	AREA
LEVEL G1 PLAZA (9522)	CORRIDOR	886 SF
LEVEL G1 PLAZA (9522)	ELECT	61 SF
LEVEL G1 PLAZA (9522)	ELEV P3	63 SF
LEVEL G1 PLAZA (9522)	ELEV P4	62 SF
LEVEL G1 PLAZA (9522)	ELEV S2	62 SF
LEVEL G1 PLAZA (9522)	FIRE PUMPS/SPRINKLER ROOM	178 SF
LEVEL G1 PLAZA (9522)	LOUNGE AND SKI SHOP	1138 SF
LEVEL G1 PLAZA (9522)	MARKET	3714 SF
LEVEL G1 PLAZA (9522)	MENS	183 SF
LEVEL G1 PLAZA (9522)	PARKING	9779 SF
LEVEL G1 PLAZA (9522)	RETAIL	919 SF
LEVEL G1 PLAZA (9522)	RETAIL	1211 SF
LEVEL G1 PLAZA (9522)	SPA	8691 SF
LEVEL G1 PLAZA (9522)	SPA AT RAISED FLOOR	1014 SF
LEVEL G1 PLAZA (9522)	STAIR 1	249 SF
LEVEL G1 PLAZA (9522)	STAIR 2	245 SF
LEVEL G1 PLAZA (9522)	STAIR 3	180 SF
LEVEL G1 PLAZA (9522)	WOMENS	179 SF
LEVEL G1A PARKING (9530)	MECH/ELEC	386 SF
LEVEL G1A PARKING (9530)	MECH/ELEC	237 SF
LEVEL G1A PARKING (9530)	PARKING	12840 SF
LEVEL G1A PARKING (9530)	STAIR 1	239 SF
LEVEL G1A PARKING (9530)	STAIR 2	245 SF
TOTAL: 23		42760 SF

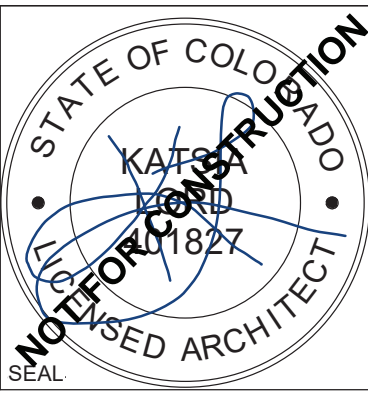
*AREAS TAKEN TO INSIDE FACE OF FINISH AT EACH ROOM



SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

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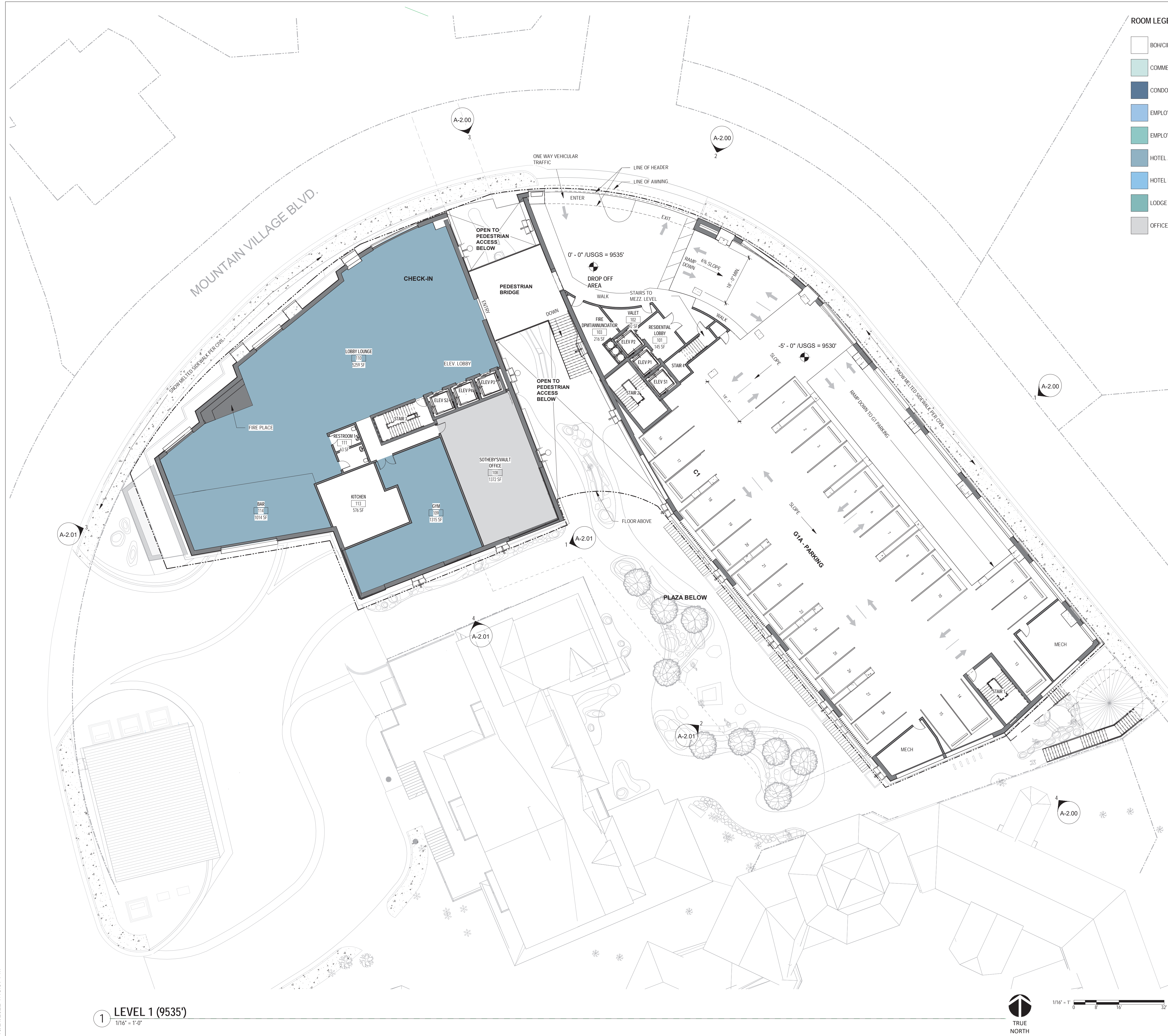
LOT 109R MAJOR PUD AMENDMENT
SPECIAL HEARING SUBMITTAL
05.19.2022
LOT 109R PUD AMENDMENT TOWN
COUNCIL SUBMITTAL
06.07.2022
LOT 109R PUD AMENDMENT TOWN
COUNCIL CONTINUANCE SUBMITTAL
08.08.2022
LOT 109R PUD AMENDMENT FINAL
DRB SUBMITTAL 10.21.2022



Project Number
JOB NO.

FLOOR PLAN - LEVEL G1
PLAZA - OVERALL

A-1.02



ROOM LEGEND

- BOH/CIRCULATION
- COMMERCIAL
- CONDO
- EMPLOYEE AMENITY
- EMPLOYEE HOUSING
- HOTEL AMENITY
- HOTEL MOD
- LODGE
- OFFICE

PARKING LEGEND

TYPE	PARKING LEVEL			TOTAL
	G2	G1	G1A	
STANDARD PUBLIC	16	-	-	16
COMPACT PUBLIC	5	-	-	5
EMPLOYEE STANDARD	20	-	-	20
STANDARD	33	21	28	82
COMPACT	1	-	1	2
VAN ACCESSIBLE	1	-	-	1
STANDARD ACCESSIBLE	2	2	-	4
TOTAL	78	23	29	130

NOTES:
1. STANDARD PARKING SPACE = 9' - 0" x 19' - 0" PER CDC
2. COMPACT PARKING SPACE = 9' - 0" x 16' - 0" PER CDC
- COMMERCIAL PARKING = 1/1,000 PARKING REQUIRED = 27 SPACES
- DEDICATED EMPLOYEE DORM SPACES = 18 SPACES
- 19 CONDOS x 1 = 19 SPACES
- 18 LODGE x 5 = 9 SPACES
- 64 EFFICIENCY x 5 = 32 SPACES
- DEDICATED HOA SPACE = 1 SPACE
TOTAL REQUIRED = 108 SPACES
ADA
1 VAN ACCESSIBLE SPACE REQUIRED 1 PROVIDED
4 STANDARD ACCESSIBLE SPACES REQUIRED 4 PROVIDED
PUBLIC PARKING
22 SPACES

LEVEL 1 NON-RESIDENTIAL

LEVEL	NAME	NUMBER	AREA
LEVEL 1 (9535)	PORTE COCHERE	100	1883 SF
LEVEL 1 (9535)	RESIDENTIAL LOBBY	101	145 SF
LEVEL 1 (9535)	VALET	102	92 SF
LEVEL 1 (9535)	FIRE DPMT/ANNUNCIATOR	103	216 SF
LEVEL 1 (9535)	PEDESTRIAN BRIDGE	104	734 SF
LEVEL 1 (9535)	SOOTHEBY'S/VAULT OFFICE	108	1372 SF
LEVEL 1 (9535)	GYM	109	1315 SF
LEVEL 1 (9535)	LOBBY LOUNGE	110	5259 SF
LEVEL 1 (9535)	RESTROOM 1	111	63 SF
LEVEL 1 (9535)	RESTROOM 2	112	68 SF
LEVEL 1 (9535)	KITCHEN	113	576 SF
LEVEL 1 (9535)	BAR	114	1014 SF
LEVEL 1 (9535)	CORRIDOR	115	166 SF
LEVEL 1 (9535)	STAIR 2	S102	245 SF
LEVEL 1 (9535)	STAIR 3	S103	180 SF
LEVEL 1 (9535)	STAIR 4	S104	114 SF
TOTAL: 16			13440 SF

LEVEL G1/A NON-RESIDENTIAL

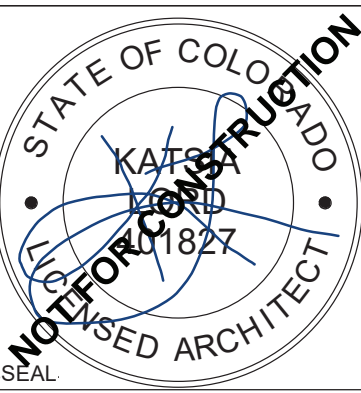
LEVEL	NAME	NUMBER	AREA
LEVEL G1A PARKING (9530')	MECH/ELEC	728	386 SF
LEVEL G1A PARKING (9530')	MECH/ELEC	730	237 SF
LEVEL G1A PARKING (9530')	PARKING	P01	12840 SF
LEVEL G1A PARKING (9530')	STAIR 1	PS01	239 SF
LEVEL G1A PARKING (9530')	STAIR 2	PS02	245 SF
TOTAL: 5			13947 SF

*AREAS TAKEN TO INSIDE FACE OF FINISH AT EACH ROOM

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LOT 109R MAJOR PUD AMENDMENT
SPECIAL HEARING SUBMITTAL
05.19.2022
LOT 109R PUD AMENDMENT TOWN
COUNCIL SUBMITTAL
06.07.2022
LOT 109R PUD AMENDMENT TOWN
COUNCIL CONTINUANCE SUBMITTAL
08.08.2022
LOT 109R PUD AMENDMENT FINAL
DRB SUBMITTAL 10.21.2022



Project Number
JOB NO.

FLOOR PLAN - LEVEL 1/G1A
PARKING - OVERALL

1 LEVEL 1 MEZZANINE
1/16" = 1'-0"



1/16" = 1' 0 8 16 32

ROOM LEGEND

- BOH/CIRCULATION
- COMMERCIAL
- CONDO
- EMPLOYEE AMENITY
- EMPLOYEE HOUSING
- HOTEL AMENITY
- HOTEL MOD
- LODGE
- OFFICE

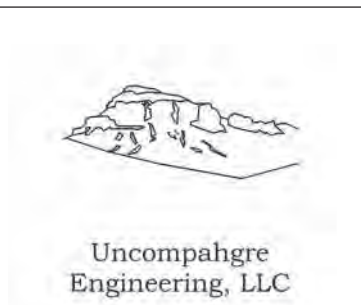
UNIT SUMMARY					
LEVEL	UNIT TYPE	UNIT G.S.F.	COUNT	UNITS BY FLOOR	G.S.F.
LEVEL 01A (MEZZ)	EMPLOYEE HOUSING	398 - 400	20	TBD EMPLOYEE UNITS	13,728
LEVEL 02	HOTEL MOD.	491 - 749	22	25 HOTEL UNITS	31,622
	HOTEL JR. SUITE	625 - 876	3	7 LODGE	
LEVEL 03	LODGE	826 - 1199	7	25 HOTEL UNITS	31,622
	HOTEL MOD.	507 - 722	22	7 LODGE	
LEVEL 04	HOTEL JR. SUITE	621 - 744	3	17 LODGE	30,400
	LODGE	827 - 1195	7	2 CONDO UNIT	
LEVEL 05	LODGE	780 - 938	9	11 CONDO UNITS	29,700
	CONDO	1009 - 1099	8		
LEVEL 06	2 BR CONDO	1144 - 1394	8	4 CONDO UNITS	25,796
	3 BR CONDO	2124 - 2340	2		
LEVEL 07	3 BR CONDO	1616 - 2123	4	3 CONDO UNITS	12,944
	4 BR CONDO	1995 - 1773	1		
TOTALS					175,814

UNIT MIX			
RESIDENTIAL UNITS:	TOTALS	PERSONS OF DENSITY PER UNIT	DENSITY
EFFICIENCY LODGE	50	0.5	25
LODGE	31	0.75	23.25
CONDO	20	1	60
EMPLOYEE CONDO	2	3	6
EMPLOYEE DORM	191	1	132.25

LEVEL 1 MEZZANINE NON-RESIDENTIAL INTERIOR AREA		
LEVEL	NAME	AREA
LEVEL 1 MEZZANINE (9540)	BOH	21 SF
LEVEL 1 MEZZANINE (9540)	BOH	6 SF
LEVEL 1 MEZZANINE (9540)	ELECT	96 SF
LEVEL 1 MEZZANINE (9540)	HALLWAY	1791 SF
LEVEL 1 MEZZANINE (9540)	HOST CINEMA	599 SF
LEVEL 1 MEZZANINE (9540)	HOST GAME ROOM	446 SF
LEVEL 1 MEZZANINE (9540)	HOST GYM	523 SF
LEVEL 1 MEZZANINE (9540)	HOST LAUNDRY	409 SF
LEVEL 1 MEZZANINE (9540)	HOST LOUNGE AND SELF COOKING	608 SF
LEVEL 1 MEZZANINE (9540)	LIBRARY AND SELF LEARNING	696 SF
LEVEL 1 MEZZANINE (9540)	STAIR 1	234 SF
TOTAL: 11		5428 SF

LEVEL 1 MEZZANINE RESIDENTIAL INTERIOR AREA		
LEVEL	NAME	AREA
LEVEL 1 MEZZANINE (9540)	EMPLOYEE DORM	318 SF
LEVEL 1 MEZZANINE (9540)	EMPLOYEE DORM	318 SF
LEVEL 1 MEZZANINE (9540)	EMPLOYEE DORM	319 SF
LEVEL 1 MEZZANINE (9540)	EMPLOYEE DORM	319 SF
LEVEL 1 MEZZANINE (9540)	EMPLOYEE DORM	314 SF
LEVEL 1 MEZZANINE (9540)	EMPLOYEE DORM	319 SF
LEVEL 1 MEZZANINE (9540)	EMPLOYEE DORM	318 SF
LEVEL 1 MEZZANINE (9540)	EMPLOYEE DORM	323 SF
LEVEL 1 MEZZANINE (9540)	EMPLOYEE DORM	322 SF
LEVEL 1 MEZZANINE (9540)	EMPLOYEE DORM	322 SF
LEVEL 1 MEZZANINE (9540)	EMPLOYEE DORM	321 SF
LEVEL 1 MEZZANINE (9540)	EMPLOYEE DORM	322 SF
LEVEL 1 MEZZANINE (9540)	EMPLOYEE DORM	322 SF
LEVEL 1 MEZZANINE (9540)	EMPLOYEE DORM	322 SF
LEVEL 1 MEZZANINE (9540)	EMPLOYEE DORM	336 SF
LEVEL 1 MEZZANINE (9540)	EMPLOYEE DORM	343 SF
LEVEL 1 MEZZANINE (9540)	EMPLOYEE DORM	306 SF
LEVEL 1 MEZZANINE (9540)	EMPLOYEE DORM	318 SF
LEVEL 1 MEZZANINE (9540)	EMPLOYEE APARTMENT	408 SF
LEVEL 1 MEZZANINE (9540)	EMPLOYEE APARTMENT	396 SF
TOTAL: 20		6586 SF

*AREAS TAKEN TO INSIDE FACE OF FINISH AT EACH ROOM



SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

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LOT 109R MAJOR PUD AMENDMENT
SPECIAL HEARING SUBMITTAL
05.19.2022

LOT 109R PUD AMENDMENT TOWN
COUNCIL SUBMITTAL
06.07.2022

LOT 109R PUD AMENDMENT TOWN
COUNCIL CONTINUANCE SUBMITTAL
08.08.2022

LOT 109R PUD AMENDMENT FINAL
DRB SUBMITTAL 10.21.2022

LOT 109R PUD AMENDMENT FINAL
DRB SUBMITTAL 10.21.2022

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LOT 109R PUD AMENDMENT FINAL
DRB SUBMITTAL 10.21.2022

LOT 109R PUD AMENDMENT FINAL
DRB SUBMITTAL 10.21.2022

1 LEVEL 2
1/16" = 1'-0"



1/16" = 1'
0 8 16 32'

ROOM LEGEND

- BOH/CIRCULATION
- COMMERCIAL
- CONDO
- EMPLOYEE AMENITY
- EMPLOYEE HOUSING
- HOTEL AMENITY
- HOTEL MOD
- LODGE
- OFFICE

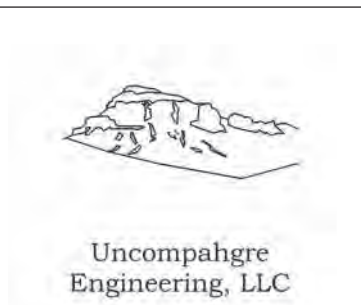
UNIT SUMMARY					
LEVEL	UNIT TYPE	UNIT G.S.F.	COUNT	UNITS BY FLOOR	G.S.F.
LEVEL 01A (MEZZ)	EMPLOYEE HOUSING	306,408	20	TBD EMPLOYEE UNITS	13,728
LEVEL 02	HOTEL MOD	491,749	22	25 HOTEL UNITS	31,622
LEVEL 03	HOTEL, 8- SUITE	625,875	3	7 LODGE	31,622
	LODGE	826,119	7		
	HOTEL MOD	307,722	22		
LEVEL 04	HOTEL, 8- SUITE	621,744	3	7 LODGE	31,622
	LODGE	827,116	7		
	LODGE	740,508	9		
LEVEL 05	LODGE	1009,138	8	2 CONDO UNIT	30,400
	CONDO	179	2		
	3 BR CONDO	1374,194	4		
LEVEL 06	3 BR CONDO	2124,234	2	11 CONDO UNITS	29,700
	3 BR CONDO	1616,213	4		
	3 BR CONDO	1595,119	1		
LEVEL 07	4 BR CONDO	2312,373	2	3 CONDO UNITS	12,944
TOTALS					175,814

UNIT MIX				
RESIDENTIAL UNITS:	TOTALS	PERSONS OF DENSITY PER UNIT	DENSITY	
EFFICIENCY LODGE	50	0.5	25	
LODGE	31	0.35	23.25	
CONDO	20	3	60	
EMPLOYEE CONDO	16	3	18	
EMPLOYEE CONDO	121	1	132.25	

LEVEL 2 NON-RESIDENTIAL INTERIOR AREA		
LEVEL	NAME	AREA
LEVEL 2 (9550)	BOH	162 SF
LEVEL 2 (9550)	CORRIDOR	2849 SF
LEVEL 2 (9550)	HOUSE KEEPING	192 SF
LEVEL 2 (9550)	STAIR 1	230 SF
LEVEL 2 (9550)	STAIR 2	241 SF
LEVEL 2 (9550)	STAIR 3	180 SF
LEVEL 2 (9550)	TRASH	102 SF
TOTAL: 7		3955 SF

LEVEL 2 HOTEL ROOM INTERIOR AREA		
LEVEL	NAME	AREA
LEVEL 2 (9550)	HOTEL MOD	646 SF
LEVEL 2 (9550)	HOTEL MOD	623 SF
LEVEL 2 (9550)	HOTEL MOD	515 SF
LEVEL 2 (9550)	HOTEL MOD	482 SF
LEVEL 2 (9550)	HOTEL MOD	478 SF
LEVEL 2 (9550)	HOTEL MOD	520 SF
LEVEL 2 (9550)	HOTEL MOD	417 SF
LEVEL 2 (9550)	HOTEL MOD	417 SF
LEVEL 2 (9550)	HOTEL MOD	520 SF
LEVEL 2 (9550)	HOTEL MOD	520 SF
LEVEL 2 (9550)	HOTEL MOD	559 SF
LEVEL 2 (9550)	HOTEL MOD	718 SF
LEVEL 2 (9550)	HOTEL MOD	608 SF
LEVEL 2 (9550)	HOTEL MOD	787 SF
LEVEL 2 (9550)	HOTEL MOD	749 SF
LEVEL 2 (9550)	HOTEL MOD	683 SF
LEVEL 2 (9550)	HOTEL MOD	646 SF
LEVEL 2 (9550)	HOTEL MOD	631 SF
LEVEL 2 (9550)	HOTEL MOD	477 SF
LEVEL 2 (9550)	HOTEL MOD	647 SF
LEVEL 2 (9550)	HOTEL MOD	466 SF
LEVEL 2 (9550)	HOTEL MOD	467 SF
LEVEL 2 (9550)	HOTEL MOD	613 SF
LEVEL 2 (9550)	HOTEL MOD	523 SF
LEVEL 2 (9550)	LODGE UNIT	809 SF
LEVEL 2 (9550)	LODGE UNIT	903 SF
LEVEL 2 (9550)	LODGE UNIT	1021 SF
LEVEL 2 (9550)	LODGE UNIT	798 SF
LEVEL 2 (9550)	LODGE UNIT	1040 SF
LEVEL 2 (9550)	LODGE UNIT	1058 SF
LEVEL 2 (9550)	LODGE UNIT	1071 SF
TOTAL: 32		20828 SF

NOTE: AREAS SHOWN ARE TAKEN TO INSIDE FACE OF FINISH



SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

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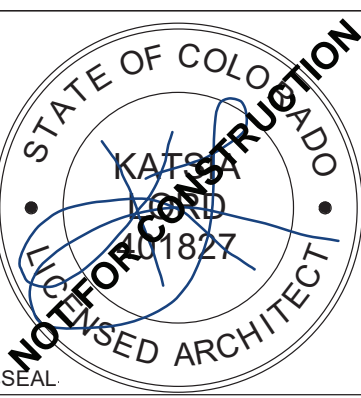
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LOT 109R MAJOR PUD AMENDMENT
SPECIAL HEARING SUBMITTAL
05.19.2022

LOT 109R PUD AMENDMENT TOWN
COUNCIL SUBMITTAL
06.07.2022

LOT 109R PUD AMENDMENT TOWN
COUNCIL CONTINUANCE SUBMITTAL
08.08.2022

LOT 109R PUD AMENDMENT FINAL
DRB SUBMITTAL 10.21.2022



Project Number
JOB NO.

FLOOR PLAN - LEVEL 2 -
OVERALL

A-1.05

10/21/2022 1:22:00 PM

1 LEVEL 3
1/16" = 1'-0"

ROOM LEGEND

- BOH/CIRCULATION
- COMMERCIAL
- CONDO
- EMPLOYEE AMENITY
- EMPLOYEE HOUSING
- HOTEL AMENITY
- HOTEL MOD
- LODGE
- OFFICE

UNIT SUMMARY

LEVEL	UNIT TYPE	UNIT G.S.F.	COUNT	UNITS BY FLOOR	G.S.F.
LEVEL 01A (MEZZ)	EMPLOYEE HOUSING	306,408	20	TBD EMPLOYEE UNITS	13,728
LEVEL 02	HOTEL MOD	491,749	22	25 HOTEL UNITS	31,622
	HOTEL, RS. SUITE	625,875	3	7 LODGE	
LEVEL 03	HOTEL MOD	507,722	22	25 HOTEL UNITS	31,622
	HOTEL, RS. SUITE	621,744	3	7 LODGE	
LEVEL 04	LODGE	740,939	9	17 LODGE	30,400
	LODGE	1009,1389	8	2 CONDO UNIT	
	CONDO	1790	2		
LEVEL 05	3 BR CONDO	1374,1994	4	11 CONDO UNITS	29,700
	3 BR CONDO	2124,2340	2		
LEVEL 06	3 BR CONDO	1616,2123	4	4 CONDO UNITS	25,798
	3 BR CONDO	1995,2193	1		
LEVEL 07	4 BR CONDO	2312,3770	2	3 CONDO UNITS	12,944
TOTALS					176,814

UNIT MIX

RESIDENTIAL UNITS:	TOTALS	PERSONS OF DENSITY PER UNIT	DENSITY
EFFICIENCY LODGE	50	0.5	25
LODGE	31	0.35	23.25
CONDO	20	3	60
EMPLOYEE CONDO	2	3	6
EMPLOYEE CONDO	10	1	10
	121		132.25

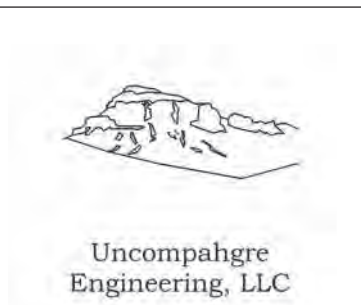
LEVEL 3 NON-RESIDENTIAL INTERIOR AREA

LEVEL	NAME	AREA
LEVEL 3 (9560.5)	BOH	162 SF
LEVEL 3 (9560.5)	CORRIDOR	2850 SF
LEVEL 3 (9560.5)	HOUSE KEEPING	192 SF
LEVEL 3 (9560.5)	STAIR 1	192 SF
LEVEL 3 (9560.5)	STAIR 2	241 SF
LEVEL 3 (9560.5)	STAIR 3	180 SF
LEVEL 3 (9560.5)	TRASH	102 SF
TOTAL: 7		3952 SF

HOTEL ROOM INTERIOR AREA

LEVEL	NAME	AREA
LEVEL 3 (9560.5)	LODGE UNIT	798 SF
LEVEL 3 (9560.5)	LODGE UNIT	910 SF
LEVEL 3 (9560.5)	HOTEL MOD	520 SF
LEVEL 3 (9560.5)	HOTEL MOD	501 SF
LEVEL 3 (9560.5)	HOTEL MOD	417 SF
LEVEL 3 (9560.5)	HOTEL MOD	457 SF
LEVEL 3 (9560.5)	HOTEL MOD	417 SF
LEVEL 3 (9560.5)	HOTEL MOD	458 SF
LEVEL 3 (9560.5)	HOTEL MOD	417 SF
LEVEL 3 (9560.5)	HOTEL MOD	500 SF
LEVEL 3 (9560.5)	HOTEL MOD	528 SF
LEVEL 3 (9560.5)	HOTEL MOD	607 SF
LEVEL 3 (9560.5)	HOTEL MOD	529 SF
LEVEL 3 (9560.5)	HOTEL MOD	625 SF
LEVEL 3 (9560.5)	HOTEL MOD	566 SF
LEVEL 3 (9560.5)	LODGE UNIT	787 SF
LEVEL 3 (9560.5)	HOTEL MOD	730 SF
LEVEL 3 (9560.5)	HOTEL MOD	621 SF
LEVEL 3 (9560.5)	HOTEL MOD	624 SF
LEVEL 3 (9560.5)	LODGE UNIT	865 SF
LEVEL 3 (9560.5)	HOTEL MOD	796 SF
LEVEL 3 (9560.5)	LODGE UNIT	972 SF
LEVEL 3 (9560.5)	HOTEL MOD	753 SF
LEVEL 3 (9560.5)	HOTEL MOD	467 SF
LEVEL 3 (9560.5)	HOTEL MOD	695 SF
LEVEL 3 (9560.5)	HOTEL MOD	466 SF
LEVEL 3 (9560.5)	HOTEL MOD	651 SF
LEVEL 3 (9560.5)	HOTEL MOD	655 SF
LEVEL 3 (9560.5)	HOTEL MOD	618 SF
LEVEL 3 (9560.5)	LODGE UNIT	1080 SF
LEVEL 3 (9560.5)	HOTEL MOD	490 SF
LEVEL 3 (9560.5)	LODGE UNIT	1041 SF
TOTAL: 32		20560 SF

NOTE: AREAS SHOWN ARE TAKEN TO INSIDE FACE OF FINISH

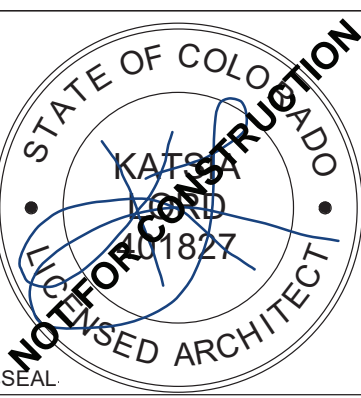


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LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022
LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022
LOT 109R PUD AMENDMENT TOWN COUNCIL CONTINUANCE SUBMITTAL 08.08.2022
LOT 109R PUD AMENDMENT FINAL DRB SUBMITTAL 10.21.2022



Project Number
JOB NO.

FLOOR PLAN - LEVEL 3 - OVERALL

A-1.06

1 LEVEL 4
1/16" = 1'-0"



1/16" = 1'
0 8 16 32'

ROOM LEGEND				
	BOH/CIRCULATION			
	COMMERCIAL			
	CONDO			
	EMPLOYEE AMENITY			
	EMPLOYEE HOUSING			
	HOTEL AMENITY			
	HOTEL MOD			
	LODGE			
	OFFICE			

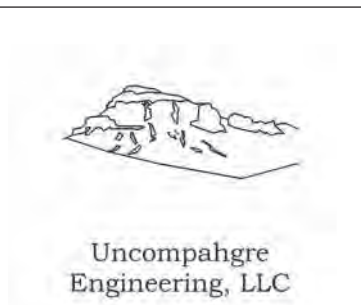
UNIT SUMMARY					
LEVEL	UNIT TYPE	UNIT G.S.F.	COUNT	UNITS BY FLOOR	G.S.F.
LEVEL 01A (MEZZ)	EMPLOYEE HOUSING	306 - 408	20	TBD EMPLOYEE UNITS	13,728
LEVEL 02	HOTEL MOD	491 - 749	22	25 HOTEL UNITS	31,622
	HOTEL JR. SUITE	625 - 875	2		
LEVEL 03	LODGE	826 - 1199	7	7 HOTEL UNITS 7 LODGE	31,622
	HOTEL MOD	507 - 722	22		
LEVEL 04	HOTEL JR. SUITE	621 - 744	3	25 HOTEL UNITS	31,622
	LODGE	827 - 1165	7		
LEVEL 05	LODGE	745 - 938	9	17 LODGE 2 CONDO UNIT	30,400
	LODGE	1009 - 1389	8		
LEVEL 06	CONDO	1790	2	11 CONDO UNITS	29,700
	2 BR CONDO	1374 - 1994	4		
LEVEL 06	3 BR CONDO	2124 - 2340	2	4 CONDO UNITS	25,798
	3 BR CONDO	1616 - 2123	4		
LEVEL 07	3 BR CONDO	1595 - 1793	1	3 CONDO UNITS	12,944
	4 BR CONDO	2312 - 3770	2		
TOTALS					175,814

UNIT MIX				
RESIDENTIAL UNITS:	TOTALS	PERSONS OF DENSITY PER UNIT	DENSITY	
EFFICIENCY LODGE	50	0.5	25	
LODGE	31	0.75	23.25	
CONDO	20	3	60	
EMPLOYEE CONDO	2	3	18	
EMPLOYEE SUITE	121	1	132.25	

LEVEL 4 NON-RESIDENTIAL INTERIOR AREA		
LEVEL	NAME	AREA
LEVEL 4 (9571)	BOH	227 SF
LEVEL 4 (9571)	CORRIDOR	2170 SF
LEVEL 4 (9571)	HOUSE KEEPING	240 SF
LEVEL 4 (9571)	STAIR 1	222 SF
LEVEL 4 (9571)	STAIR 2	241 SF
LEVEL 4 (9571)	STAIR 3	180 SF
LEVEL 4 (9571)	TRASH	100 SF
TOTAL: 7		3381 SF

LEVEL 4 INTERIOR AREA		
LEVEL	NAME	AREA
LEVEL 4 (9571)	CONDO	2066 SF
LEVEL 4 (9571)	CONDO	1710 SF
LEVEL 4 (9571)	LODGE UNIT	1083 SF
LEVEL 4 (9571)	LODGE UNIT	1066 SF
LEVEL 4 (9571)	LODGE UNIT	963 SF
LEVEL 4 (9571)	LODGE UNIT	1065 SF
LEVEL 4 (9571)	LODGE UNIT	685 SF
LEVEL 4 (9571)	LODGE UNIT	1160 SF
LEVEL 4 (9571)	LODGE UNIT	791 SF
LEVEL 4 (9571)	LODGE UNIT	1278 SF
LEVEL 4 (9571)	LODGE UNIT	1097 SF
LEVEL 4 (9571)	LODGE UNIT	1080 SF
LEVEL 4 (9571)	LODGE UNIT	849 SF
LEVEL 4 (9571)	LODGE UNIT	859 SF
LEVEL 4 (9571)	LODGE UNIT	786 SF
LEVEL 4 (9571)	LODGE UNIT	760 SF
LEVEL 4 (9571)	LODGE UNIT	796 SF
LEVEL 4 (9571)	LODGE UNIT	1038 SF
LEVEL 4 (9571)	LODGE UNIT	1167 SF
TOTAL: 19		20297 SF

*AREAS TAKEN TO INSIDE FACE OF FINISH AT EACH ROOM



SIX SENSES HOTEL

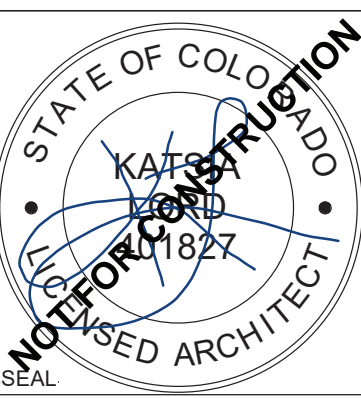
LOT 109R MOUNTAIN VILLAGE, CO

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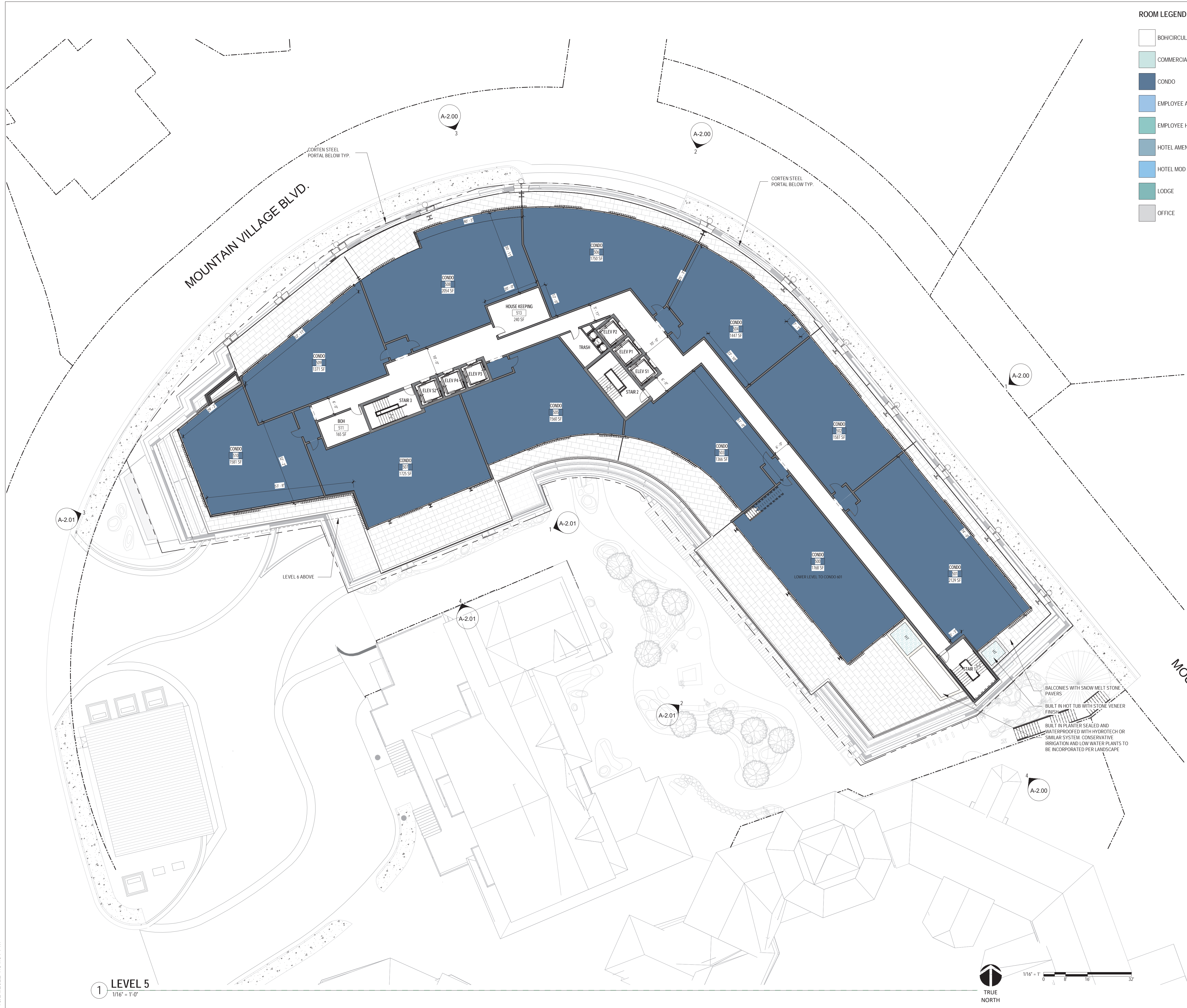
LOT 109R MAJOR PUD AMENDMENT
SPECIAL HEARING SUBMITTAL
05.19.2022
LOT 109R PUD AMENDMENT TOWN
COUNCIL SUBMITTAL
06.07.2022
LOT 109R PUD AMENDMENT TOWN
COUNCIL CONTINUANCE SUBMITTAL
08.08.2022
LOT 109R PUD AMENDMENT FINAL
DRB SUBMITTAL 10.21.2022



Project Number
JOB NO.

FLOOR PLAN - LEVEL 4 -
OVERALL

A-1.07



ROOM LEGEND

- BOH/CIRCULATION
- COMMERCIAL
- CONDO
- EMPLOYEE AMENITY
- EMPLOYEE HOUSING
- HOTEL AMENITY
- HOTEL MOD
- LODGE
- OFFICE

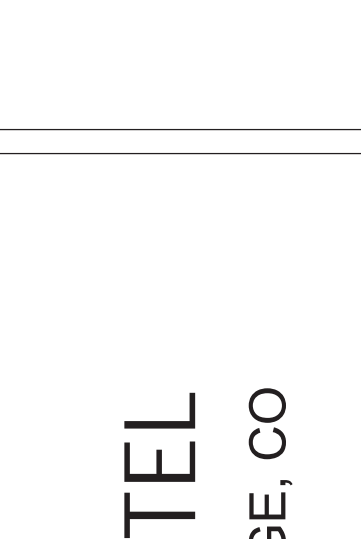
UNIT SUMMARY					
LEVEL	UNIT TYPE	UNIT G.S.F.	COUNT	UNITS BY FLOOR	G.S.F.
LEVEL 01A (MEZZ)	EMPLOYEE HOUSING	306-408	20	TBD EMPLOYEE UNITS	13,728
LEVEL 02	HOTEL MOD	491-749	22	25 HOTEL UNITS	31,622
LEVEL 03	HOTEL, JR. SUITE	625-875	3	7 LODGE	31,622
LEVEL 04	HOTEL MOD	507-722	22	25 HOTEL UNITS	31,622
LEVEL 04	HOTEL, JR. SUITE	621-744	3	7 LODGE	31,622
LEVEL 04	LODGE	827-1165	7	1 LODGE	30,400
LEVEL 04	LODGE	740-938	9	17 LODGE	30,400
LEVEL 04	LODGE	1009-1389	8	2 CONDO UNIT	29,700
LEVEL 04	CONDO	1790	2		
LEVEL 04	4 BR CONDO	1374-1994	4	11 CONDO UNITS	29,700
LEVEL 06	3 BR CONDO	2124-2340	2	4 CONDO UNITS	25,798
LEVEL 06	3 BR CONDO	1616-2123	4	4 CONDO UNITS	12,944
LEVEL 07	3 BR CONDO	1595-1793	1	3 CONDO UNITS	175,814
LEVEL 07	4 BR CONDO	2312-3770	2		
TOTALS					

UNIT MIX				
RESIDENTIAL UNITS:	TOTALS	PERSONS OF DENSITY PER UNIT	DENSITY	
EFFICIENCY LODGE	50	0.5	25	
LODGE	31	0.75	23.25	
CONDO	20	3	60	
EMPLOYEE CONDO	2	3	6	
EMPLOYEE LODGE	18	1	18	
	121		132.25	

LEVEL 5 NON-RESIDENTIAL INTERIOR AREA		
LEVEL	NAME	AREA
LEVEL 5 (9581.5)	BOH	165 SF
LEVEL 5 (9581.5)	TRASH	101 SF
LEVEL 5 (9581.5)	HOUSE KEEPING	240 SF
LEVEL 5 (9581.5)	STAIR 1	218 SF
LEVEL 5 (9581.5)	STAIR 2	241 SF
LEVEL 5 (9581.5)	STAIR 3	180 SF
TOTAL: 6		1146 SF

CONDO INTERIOR AREA LVL 5		
LEVEL	NAME	AREA
LEVEL 5 (9581.5)	CONDO	1768 SF
LEVEL 5 (9581.5)	CONDO	2129 SF
LEVEL 5 (9581.5)	CONDO	1587 SF
LEVEL 5 (9581.5)	CONDO	1366 SF
LEVEL 5 (9581.5)	CONDO	1447 SF
LEVEL 5 (9581.5)	CONDO	1560 SF
LEVEL 5 (9581.5)	CONDO	1750 SF
LEVEL 5 (9581.5)	CONDO	1725 SF
LEVEL 5 (9581.5)	CONDO	2054 SF
LEVEL 5 (9581.5)	CONDO	1371 SF
LEVEL 5 (9581.5)	CONDO	1581 SF
TOTAL: 11		18339 SF

NOTE: AREAS TAKEN TO INSIDE FACE OF FINISH AT EACH ROOM



NOTE: AREAS TAKEN TO INSIDE FACE OF FINISH AT EACH ROOM

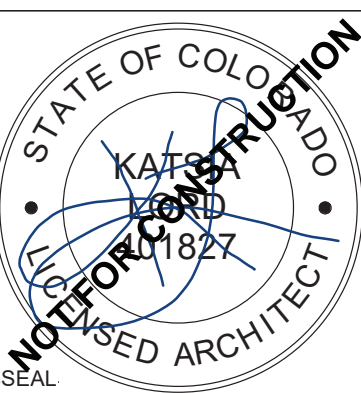
SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

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LOT 109R MAJOR PUD AMENDMENT
SPECIAL HEARING SUBMITTAL
05.19.2022
LOT 109R PUD AMENDMENT TOWN
COUNCIL SUBMITTAL
06.07.2022
LOT 109R PUD AMENDMENT TOWN
COUNCIL CONTINUANCE SUBMITTAL
08.08.2022
LOT 109R PUD AMENDMENT FINAL
DRB SUBMITTAL 10.21.2022

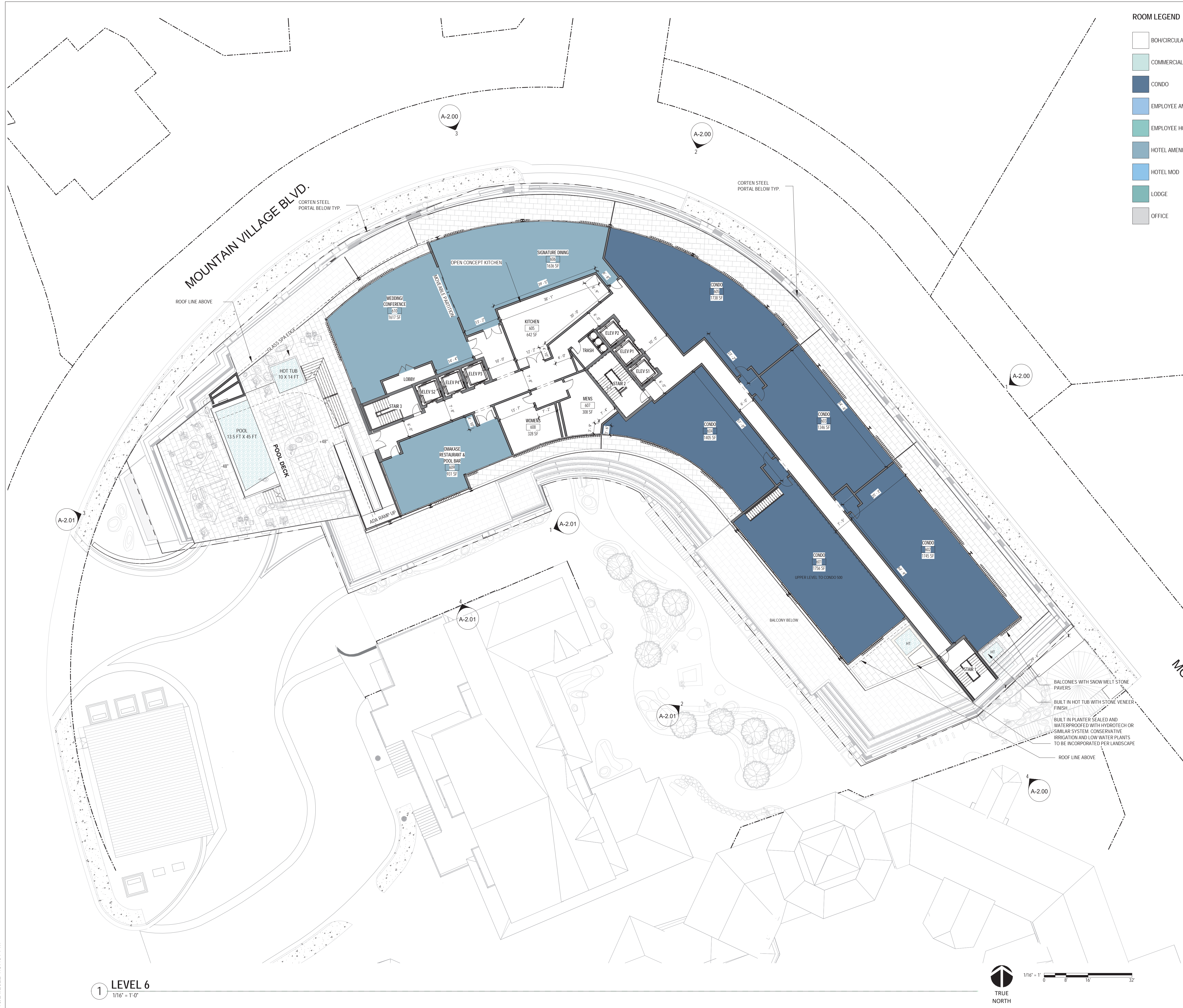


Project Number
JOB NO.

FLOOR PLAN - LEVEL 5 -
OVERALL

A-1.08

1 LEVEL 6
1/16" = 1'-0"



ROOM LEGEND

- BOH/CIRCULATION
- COMMERCIAL
- CONDO
- EMPLOYEE AMENITY
- EMPLOYEE HOUSING
- HOTEL AMENITY
- HOTEL MOD
- LODGE
- OFFICE

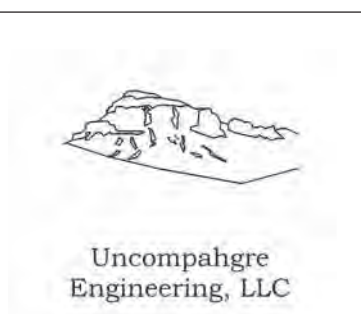
UNIT SUMMARY					
LEVEL	UNIT TYPE	UNIT G.S.F.	COUNT	UNITS BY FLOOR	G.S.F.
LEVEL 01A (MEZZ)	EMPLOYEE HOUSING	396 - 488	20	TRD EMPLOYEE UNITS	13,728
LEVEL 02	HOTEL MOD.	491 - 746	22	25 HOTEL UNITS	31,622
	HOTEL JR. SUITE	625 - 875	3	7 LODGE	
	LODGE	826 - 1199	7		
LEVEL 03	HOTEL MOD.	507 - 722	22	25 HOTEL UNITS	31,622
	HOTEL JR. SUITE	621 - 744	3	7 LODGE	
	LODGE	821 - 1165	7		
LEVEL 04	LODGE	740 - 938	9	17 LODGE	30,400
	LODGE	1009 - 1389	8	2 CONDO UNIT	
	CONDO	1799	2		
LEVEL 05	2 BR CONDO	1124 - 1584	9	11 CONDO UNITS	29,700
	1 BR CONDO	2124 - 2380	2		
LEVEL 06	1 BR CONDO	1616 - 2123	4	4 CONDO UNITS	25,798
LEVEL 07	1 BR CONDO	1595 - 1793	1	3 CONDO UNITS	12,944
	4 BR CONDO	2312 - 3770	2		
TOTALS					175,814

UNIT MIX			
RESIDENTIAL UNITS:	TOTALS	PERSONS OF DENSITY PER UNIT	DENSITY
EFFICIENCY LODGE	50	0.5	25
LODGE	31	0.75	23.25
CONDO	20	3	60
EMPLOYEE CONDO	2	3	6
EMPLOYEE DORM	18	1	18
	121		102.25

LEVEL 6 NON-RESIDENTIAL INTERIOR AREA		
LEVEL	NAME	AREA
LEVEL 6 (9592)	KITCHEN	642 SF
LEVEL 6 (9592)	LOBBY	90 SF
LEVEL 6 (9592)	MENS	308 SF
LEVEL 6 (9592)	STAIR 1	213 SF
LEVEL 6 (9592)	STAIR 2	241 SF
LEVEL 6 (9592)	STAIR 3	180 SF
LEVEL 6 (9592)	TRASH	64 SF
LEVEL 6 (9592)	WOMENS	328 SF
TOTAL: 8		2067 SF

CONDO INTERIOR AREA LVL 6		
LEVEL	NAME	AREA
LEVEL 6 (9592)	CONDO	1756 SF
LEVEL 6 (9592)	CONDO	1745 SF
LEVEL 6 (9592)	CONDO	1346 SF
LEVEL 6 (9592)	CONDO	1405 SF
LEVEL 6 (9592)	CONDO	1738 SF
TOTAL: 5		7990 SF

NOTE: AREAS TAKEN TO INSIDE FACE OF FINISH AT EACH ROOM



SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

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FOR ALL CONSEQUENCES ARISING OUT OF SUCH CHANGES.

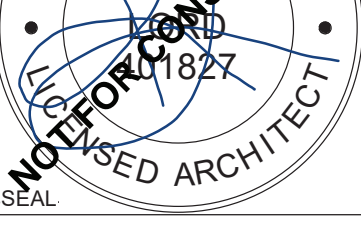
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LOT 109R MAJOR PUD AMENDMENT
SPECIAL HEARING SUBMITTAL
05.19.2022

LOT 109R PUD AMENDMENT TOWN
COUNCIL SUBMITTAL
06.07.2022

LOT 109R PUD AMENDMENT TOWN
COUNCIL CONTINUANCE SUBMITTAL
08.08.2022

LOT 109R PUD AMENDMENT FINAL
DRB SUBMITTAL 10.21.2022



Project Number
JOB NO.

FLOOR PLAN - LEVEL 6 -
OVERALL

A-1.09

10/21/2022 1:39:26 PM

1 LEVEL 7
1/16" = 1'-0"



1/16" = 1'
0 8 16 32'

ROOM LEGEND

- BOH/CIRCULATION
- COMMERCIAL
- CONDO
- EMPLOYEE AMENITY
- EMPLOYEE HOUSING
- HOTEL AMENITY
- HOTEL MOD
- LODGE
- OFFICE

UNIT SUMMARY

LEVEL	UNIT TYPE	UNIT G.S.F.	COUNT	UNITS BY FLOOR	G.S.F.
LEVEL 01A (MEZZ)	EMPLOYEE HOUSING	306 - 408	20	TBD EMPLOYEE UNITS	13,738
LEVEL 02	HOTEL MOD.	491 - 749	22	25 HOTEL UNITS	31,622
	HOTEL JR. SUITE	626 - 875	3	7 LODGE	
	LODGE	826 - 1199	7		
LEVEL 03	HOTEL MOD.	501 - 722	22	25 HOTEL UNITS	31,622
	HOTEL JR. SUITE	621 - 744	3	7 LODGE	
	LODGE	827 - 1165	7		
LEVEL 04	LODGE	740 - 939	9	2 CONDO UNIT	30,400
	LODGE	1009 - 1389	8		
	CONDO	1799	2		
LEVEL 05	4 BR CONDO	1524 - 1994	4	11 CONDO UNITS	29,780
	3 BR CONDO	2124 - 2340	2		
LEVEL 06	3 BR CONDO	1616 - 2123	4	4 CONDO UNITS	25,798
LEVEL 07	3 BR CONDO	1595 - 1773	1		
	4 BR CONDO	2312 - 3770	2	3 CONDO UNITS	12,944
TOTALS					175,814

UNIT MIX

RESIDENTIAL UNITS:	TOTALS	PERSONS OF DENSITY PER UNIT	DENSITY
EFFICIENCY LODGE	50	0.5	25
LODGE	31	0.75	23.25
CONDO	20	3	60
EMPLOYEE CONDO	2	3	6
EMPLOYEE ROOM	15	1	15
	121		132.25

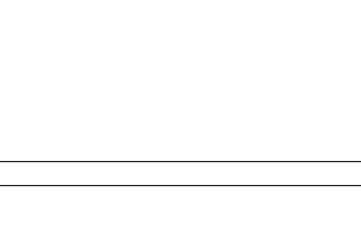
LEVEL 7 NON-RESIDENTIAL INTERIOR AREA

LEVEL	NAME	AREA
LEVEL 7 (9603.5)	AMMENITY SPACE	785 SF
LEVEL 7 (9603.5)	BOH	593 SF
LEVEL 7 (9603.5)	ROOF GARDEN	681 SF
LEVEL 7 (9603.5)	STAIR 2	238 SF
LEVEL 7 (9603.5)	TRASH	64 SF
TOTAL: 5		2361 SF

CONDO INTERIOR AREA LVL 7

LEVEL	NAME	AREA
LEVEL 7 (9603.5)	PENTHOUSE CONDO	2716 SF
LEVEL 7 (9603.5)	PENTHOUSE CONDO	1794 SF
LEVEL 7 (9603.5)	PENTHOUSE CONDO	3048 SF
TOTAL: 3		7558 SF

NOTE: AREAS TAKEN TO INSIDE FACE OF FINISH AT EACH ROOM



SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

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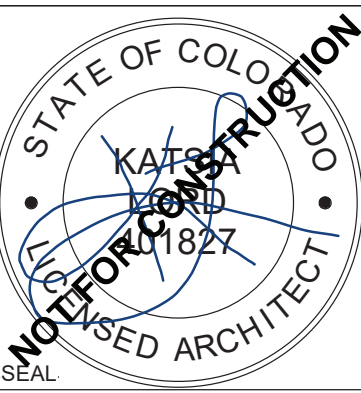
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SPECIAL HEARING SUBMITTAL
05.19.2022

LOT 109R PUD AMENDMENT TOWN
COUNCIL SUBMITTAL
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LOT 109R PUD AMENDMENT TOWN
COUNCIL CONTINUANCE SUBMITTAL
08.08.2022

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DRB SUBMITTAL 10.21.2022

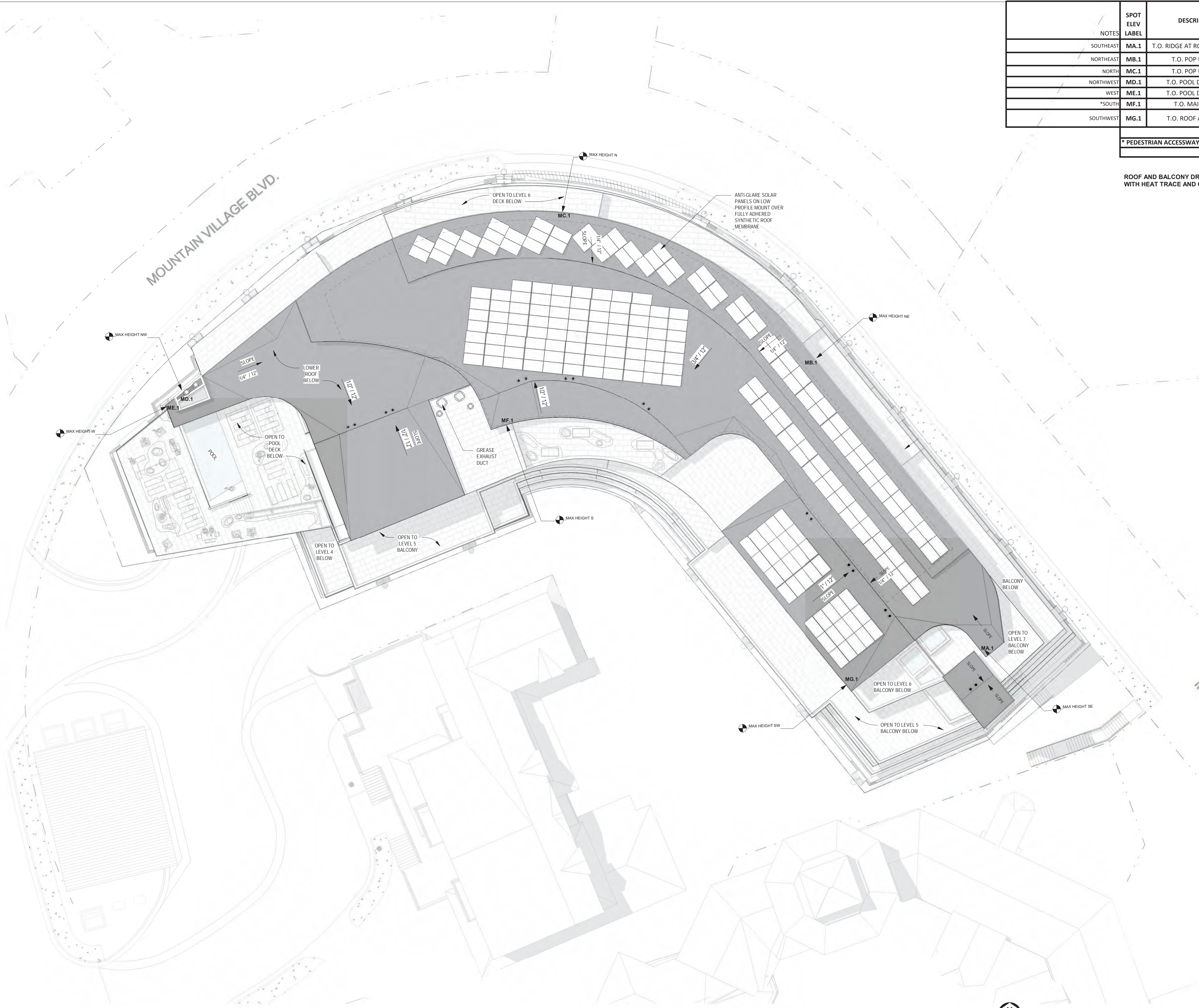


Project Number
JOB NO.

FLOOR PLAN - LEVEL 7 -
OVERALL

A-1.10

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NOTES	SPOT ELEV LABEL	DESCRIPTION	HEIGHT TO HIGHEST POINT	PROPOSED GRADE	HEIGHT FROM PROPOSED GRADE	EXISTING GRADE	HEIGHT FROM EXISTING GRADE
	SOUTHEAST	MA.1	T.O. RIDGE AT ROOF EXTENSION	9614.5	9525.8	88.7	9528.0
	NORTHEAST	MB.1	T.O. POP UP ROOF	9620.0	9535.0	85.0	9533.8
	NORTH	MC.1	T.O. POP UP ROOF	9615.5	9528.5	87.0	9528.5
	NORTHWEST	MD.1	T.O. POOL DECK ROOF	9607.5	9521.5	86.0	9524.8
	WEST	ME.1	T.O. POOL DECK ROOF	9607.5	9521.5	86.0	9524.8
	*SOUTH	MF.1	T.O. MAIN ROOF	9614.5	9525.9	88.6	9525.9
	SOUTHWEST	MG.1	T.O. ROOF AT LEVEL 6	9611.0	9522.5	88.5	9522.5
MAX HEIGHT							88'-9"
* PEDESTRIAN ACCESSWAY							

ROOF AND BALCONY DRAINAGE TO BE ROUTED INTERNALLY WITH HEAT TRACE AND CONNECTED TO EXISTING STORM .

1 ROOF PLAN / MAX HEIGHT PLAN
1/16" = 1'-0"

Vault Design

Vault Design, LLC
530 W FIR WAY
LOUISVILLE, CO 80027

Uncompahgre Engineering, LLC

MARPA

DESIGN

AE DESIGN

Integrated Lighting and Electrical Solutions
1900 Wrenn Street #200 | Denver, CO 80202 | 303.726.2634
info@aedesign.com

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LOT 109R MOUNTAIN VILLAGE, CO

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STATE OF COLORADO

KATHLEEN J. BROWN

10827

NOT FOR CONSTRUCTION

REGISTERED ARCHITECT

SEAL

Project Number

JOB NO.

OVERALL ROOF & MAX
HEIGHT PLAN

A-1.11



TRUE
NORTH

* PEDESTRIAN ACCESSWAY
** EMERGENCY LANE

A-1.12



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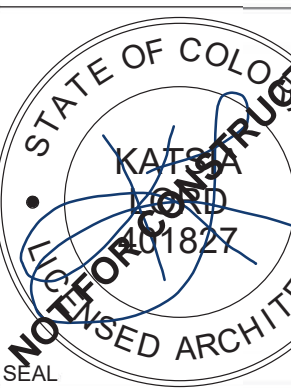
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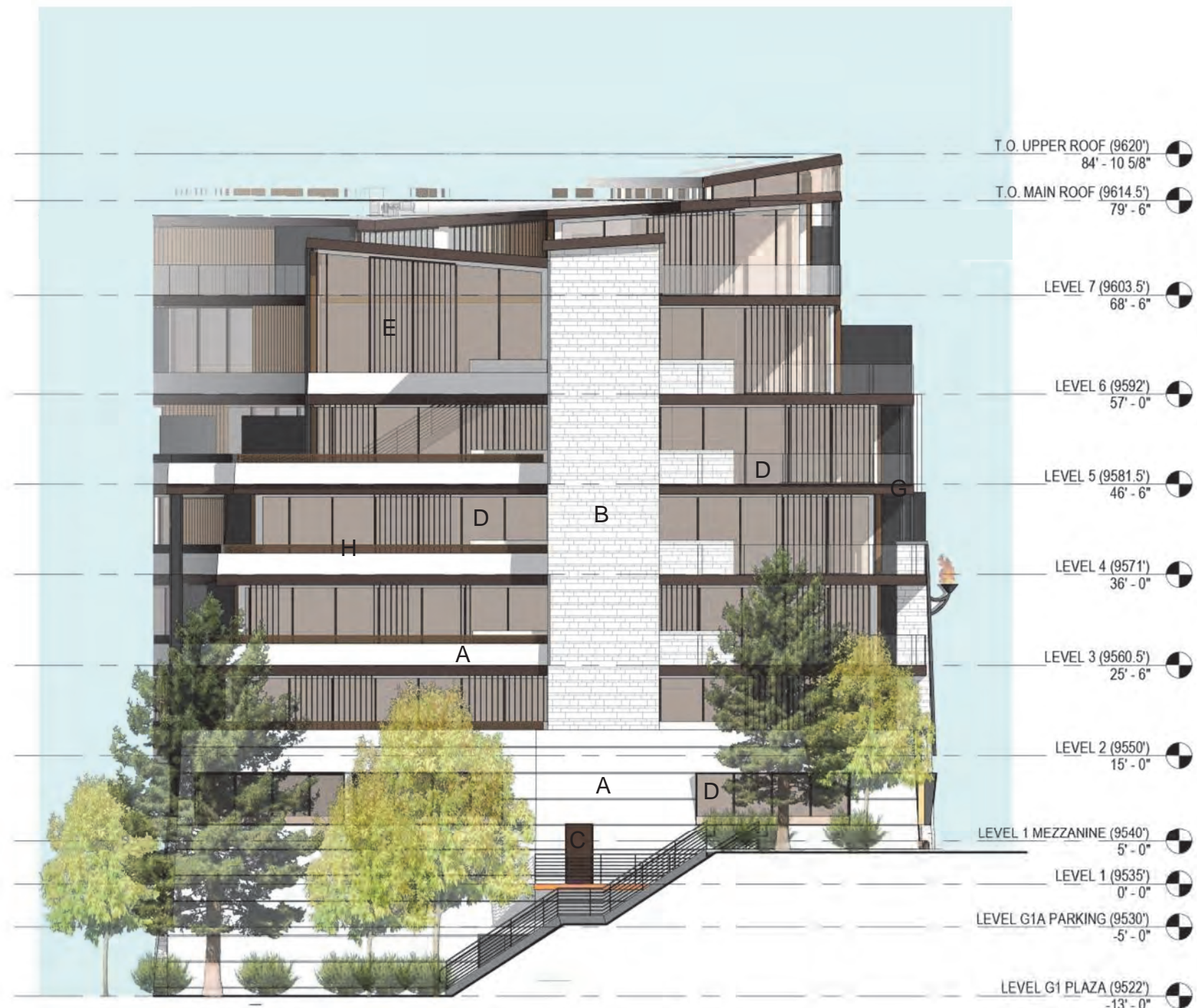
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EXTERIOR MATERIAL
ELEVATIONS

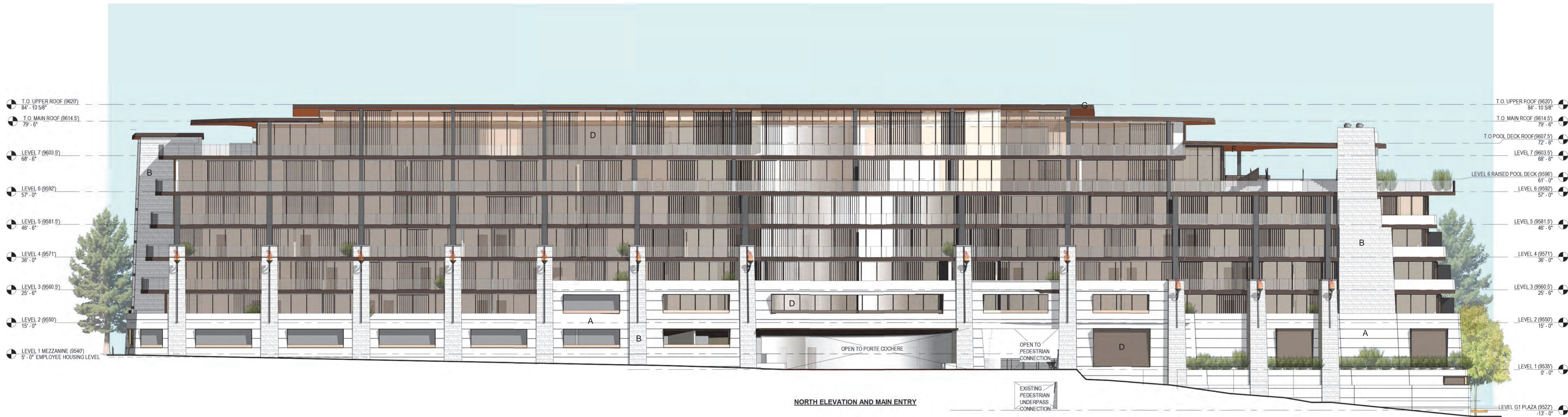
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4 EAST-MATERIAL ELEVATION
1/16" = 1'-0"



ELEVATION RSQFT	WEST ELEVATION (03/A-2.01)	NORTHWEST ELEVATION (03/A-2.00)	NORTH ELEVATION (02/A-2.00)	NORTHEAST ELEVATION (01/A-2.00)	EAST ELEVATION (04/A-2.00)	SOUTHEAST ELEVATION (02/A-2.01)	SOUTHWEST ELEVATION (04/A-2.01)	PEDESTRIAN WAY WEST ELEVATION (01/A-2.01)	TOTAL	PERCENT
SCREENS	1043.63	1974.86	771.46	5219.55	1118.64	3187.9	2464.61		15780.65	19%
GLASS	1305.3	2864.5	675.21	5341.02	1554.8	3739.38	3809.38	321.8	19611.39	23%
STONE	3320.1	4732.59	618.14	4866.47	2583.63	7403.96	6750.68	2727.45	34089.02	40%
METAL	621.85	1030.22	279.46	2167.14	667.29	2116.14	1806.6	41.12	8729.82	10%
GLASS GUARDRAIL	266.51	1495.1	442.43	3400.9	490.29	262.21	539.72		6897.46	8%
WOOD					22.69	22.75	25.8	87.12	158.36	0.2%
MATERIAL TOTAL	6557.39	12097.27	2782.7	20995.08	7437.34	16822.34	15578.99	3177.49	85266.4	100%



1 NORTHEAST-MATERIAL ELEVATION
1/16" = 1'-0"

2 NORTH-MATERIAL ELEVATION AT PORTE CHOCHERE
1/16" = 1'-0"

3 NORTHWEST-MATERIAL ELEVATION
1/16" = 1'-0"



3 WEST MATERIAL ELEVATION
1/16" = 1'-0"



4 SOUTHWEST MATERIAL ELEVATION
1/16" = 1'-0"



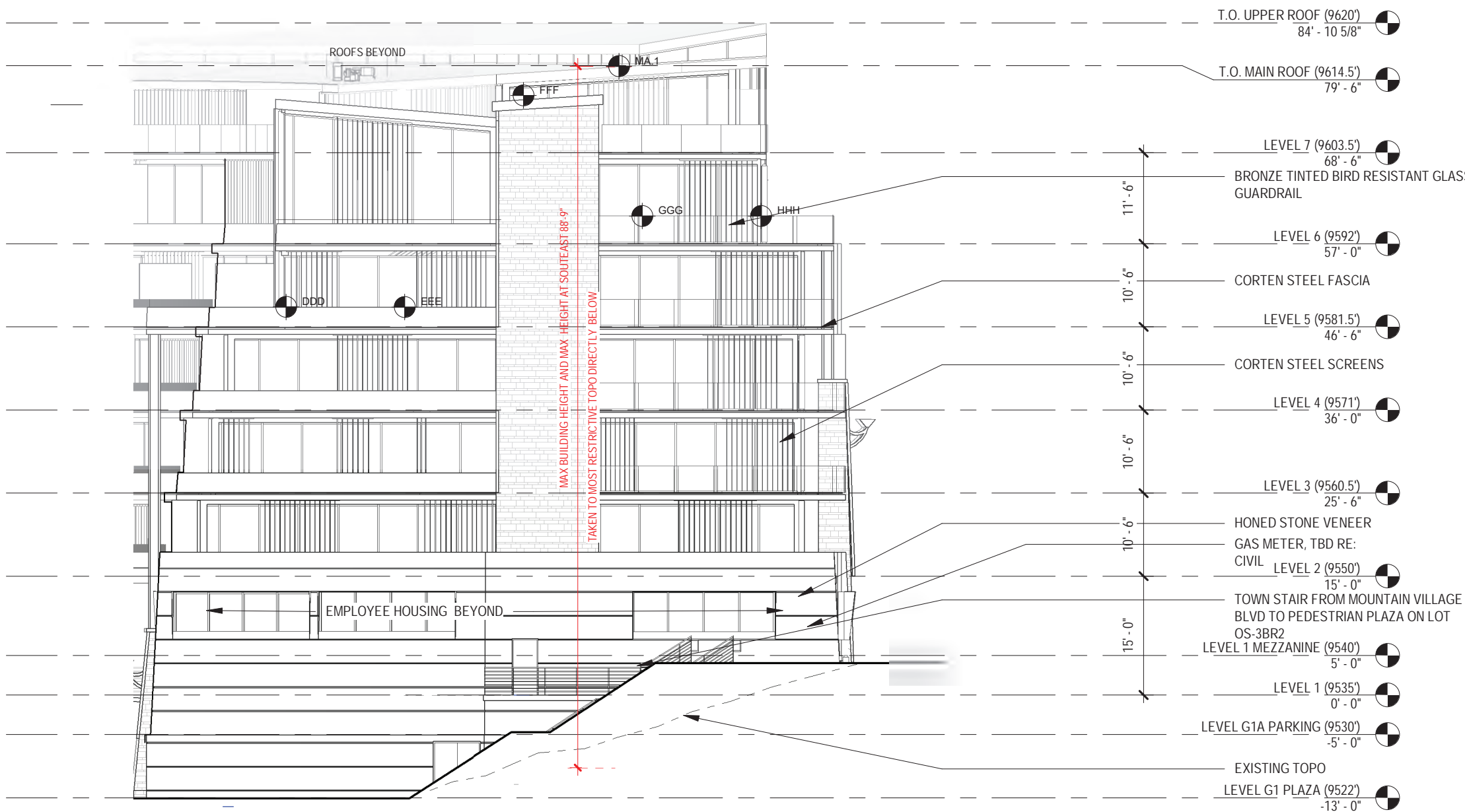
1 WEST MATERIAL ELEVATION AT PEDESTRIAN WALKWAY
1/16" = 1'-0"



2 SOUTHEAST MATERIAL ELEVATION
1/16" = 1'-0"

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2 SOUTHEAST ELEVATION
1/16" = 1'-0"



NOTES	SPOT ELEV LABEL	DESCRIPTION	HEIGHT TO HIGHEST POINT	PROPOSED GRADE	FROM PROPOSED GRADE	EXISTING GRADE	FROM EXISTING GRADE
Northeast	B	T.O. LEVEL 6 GUARDRAIL	9595.5	9539.2	56.3	9537.0	58.5
Northeast	C	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.9	56.6	9536.8	58.7
Northeast	D	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.8	56.7	9536.8	58.7
Northeast	E	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.5	57.0	9536.5	59.0
Northeast	F	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.3	57.2	9536.3	59.2
Northeast	G	T.O. LEVEL 6 GUARDRAIL	9595.5	9538.0	57.5	9536.0	59.5
Northeast	H	T.O. LEVEL 6 GUARDRAIL	9595.5	9537.7	57.8	9536.0	59.5
Northeast	I	T.O. LEVEL 6 GUARDRAIL	9595.5	9537.4	58.1	9538.5	57.0
Northeast	J	T.O. LEVEL 6 GUARDRAIL	9595.5	9537.1	58.4	9536.0	59.5
Northeast	K	T.O. LEVEL 6 GUARDRAIL	9595.5	9536.4	59.1	9535.7	59.8
North	L	T.O. LEVEL 6 GUARDRAIL	9595.5	9535.6	59.9	9535.1	60.4
North	M	T.O. LEVEL 6 GUARDRAIL	9595.5	9534.7	60.8	9534.0	61.5
North	N	T.O. LEVEL 6 GUARDRAIL	9595.5	9537.1	58.4	9536.0	59.5
North	O	T.O. LEVEL 6 GUARDRAIL	9595.5	9536.4	59.1	9535.7	59.8
North	P	T.O. LEVEL 6 GUARDRAIL	9595.5	9535.6	59.9	9535.1	60.4
North	Q	T.O. LEVEL 6 GUARDRAIL	9595.5	9534.7	60.8	9534.0	61.5
North	R	T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9531.5	64.0
North	S	T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9531.5	64.0
North	*T	T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9533.5	62.0
North	*U	T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9533.5	62.0
Northwest	V	T.O. LEVEL 6 GUARDRAIL	9595.5	9530.7	64.8	9530.7	64.8
Northwest	W	T.O. LEVEL 6 GUARDRAIL	9595.5	9530.1	65.4	9530.1	65.4
Northwest	X	T.O. LEVEL 5 GUARDRAIL	9585.0	9528.7	56.3	9528.1	56.9
Northwest	Y	T.O. LEVEL 5 GUARDRAIL	9585.0	9526.8	58.2	9527.8	57.2
Northwest	Z	T.O. LEVEL 5 GUARDRAIL	9585.0	9526.2	58.8	9525.8	59.2
Northwest	AA	T.O. LEVEL 5 GUARDRAIL	9607.5	9526.0	81.5	9523.0	84.5
Northwest	BB	T.O. POOL DECK ROOF	9607.5	9521.5	86.0	9524.8	82.7
Northwest	CC	T.O. LEVEL 6 GUARDRAIL	9595.5	9520.5	75.0	9520.5	75.0
Northwest	DD	T.O. LEVEL 6 GUARDRAIL	9595.5	9521.2	74.3	9520.2	75.3
West	EE	T.O. LEVEL 6 GUARDRAIL	9595.5	9518.5	77.0	9521.7	73.8
West	*FF	T.O. LEVEL 6 GUARDRAIL	9595.5	9516.5	79.0	9520.7	74.8
West	*GG	T.O. LEVEL 6 GUARDRAIL	9595.5	9515.0	80.5	9521.2	74.3
West	*HH	T.O. LEVEL 4 GUARDRAIL	9574.5	9516.0	58.5	9516.0	58.5
South	**JJ	T.O. LEVEL 6 GUARDRAIL	9595.5	9510.0	85.5	9515.0	80.5
South	KK	T.O. LEVEL 6 GUARDRAIL	9595.5	9510.0	85.5	9515.0	80.5
South	LL	T.O. LEVEL 6 GUARDRAIL	9595.5	9510.0	85.5	9515.0	80.5
South	**MM	T.O. LEVEL 5 GUARDRAIL	9585.0	9519.3	65.7	9519.3	65.7
South	**NN	T.O. LEVEL 5 GUARDRAIL	9585.0	9519.8	65.2	9519.8	65.2
South	**OO	T.O. LEVEL 5 GUARDRAIL	9585.0	9520.4	64.6	9520.4	64.6
South	**PP	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.8	62.2	9522.5	62.5
South	**QQ	T.O. LEVEL 4 GUARDRAIL	9574.5	9522.5	52.0	9522.5	52.0
South	*RR	T.O. LEVEL 7 GUARDRAIL	9607.0	9525.6	81.4	9525.6	81.4
South	*SS	T.O. LEVEL 7 GUARDRAIL	9607.0	9525.6	81.4	9525.6	81.4
Southwest	TT	T.O. LEVEL 7 GUARDRAIL	9607.0	9523.0	84.0	9522.0	85.0
Southwest	UU	T.O. LEVEL 7 GUARDRAIL	9607.0	9522.8	84.2	9522.8	84.2
Southwest	VV	T.O. LEVEL 7 GUARDRAIL	9607.0	9523.0	84.0	9523.0	84.0
Southwest	WW	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.8	62.2	9522.1	62.9
Southwest	XX	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	62.5	9522.0	63.0
Southwest	YY	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	62.5	9522.1	62.9
Southwest	ZZ	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	62.5	9522.5	62.5
Southwest	AAA	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.8	62.2	9522.5	62.5
Southwest	BBB	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	62.5	9522.5	62.5
Southwest	DDD	T.O. LEVEL 5 GUARDRAIL	9585.0	9522.0	63.0	9522.0	63.0
Southeast	EEE	T.O. LEVEL 5 GUARDRAIL	9585.0	9523.0	62.0	9523.0	62.0
Southeast	FFF	T.O. STAIR ROOF	9610.0	9526.0	84.0	9526.0	84.0
Southeast	GGG	T.O. LEVEL 6 GUARDRAIL	9595.5	9530.0	65.5	9530.0	65.5
Southeast	HHH	T.O. LEVEL 6 GUARDRAIL	9595.5	9535.0	60.5	9533.0	62.5
			AVERAGE HEIGHT		62.35		
			* PEDESTRIAN ACCESSWAY				
			** EMERGENCY LANE				

NOTES	SPOT ELEV LABEL	DESCRIPTION	HEIGHT TO HIGHEST POINT	PROPOSED GRADE	HEIGHT FROM PROPOSED GRADE	EXISTING GRADE	HEIGHT FROM EXISTING GRADE
SOUTHEAST	MA.1	T.O. RIDGE AT ROOF EXTENSION	9614.5	9525.8	88.7	9528.0	86.5
NORTHEAST	MB.1	T.O. POP UP ROOF	9620.0	9535.0	85.0	9533.8	86.2
NORTH	MC.1	T.O. POP UP ROOF	9615.5	9528.5	87.0	9528.5	87.0
NORTHWEST	MD.1	T.O. POOL DECK ROOF	9607.5	9521.5	86.0	9524.8	82.7
WEST	ME.1	T.O. POOL DECK ROOF	9607.5	9521.5	86.0	9524.8	82.7
*SOUTH	MF.1	T.O. MAIN ROOF	9614.5	9525.9	88.6	9525.9	88.6
SOUTHWEST	MG.1	T.O. ROOF AT LEVEL 6	9611.0	9522.5	88.5	9522.5	88.5
			MAX HEIGHT		88'-9"		
			* PEDESTRIAN ACCESSWAY				

1 NORTH ELEVATION FROM MOUNTAIN BLVD FLATTENED LOOKING SOUTH
1/16" = 1'-0"



Vault Design

Vault Design, LLC
530 W FIR WAY
LOUISVILLE, CO 80027

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Engineering, LLC

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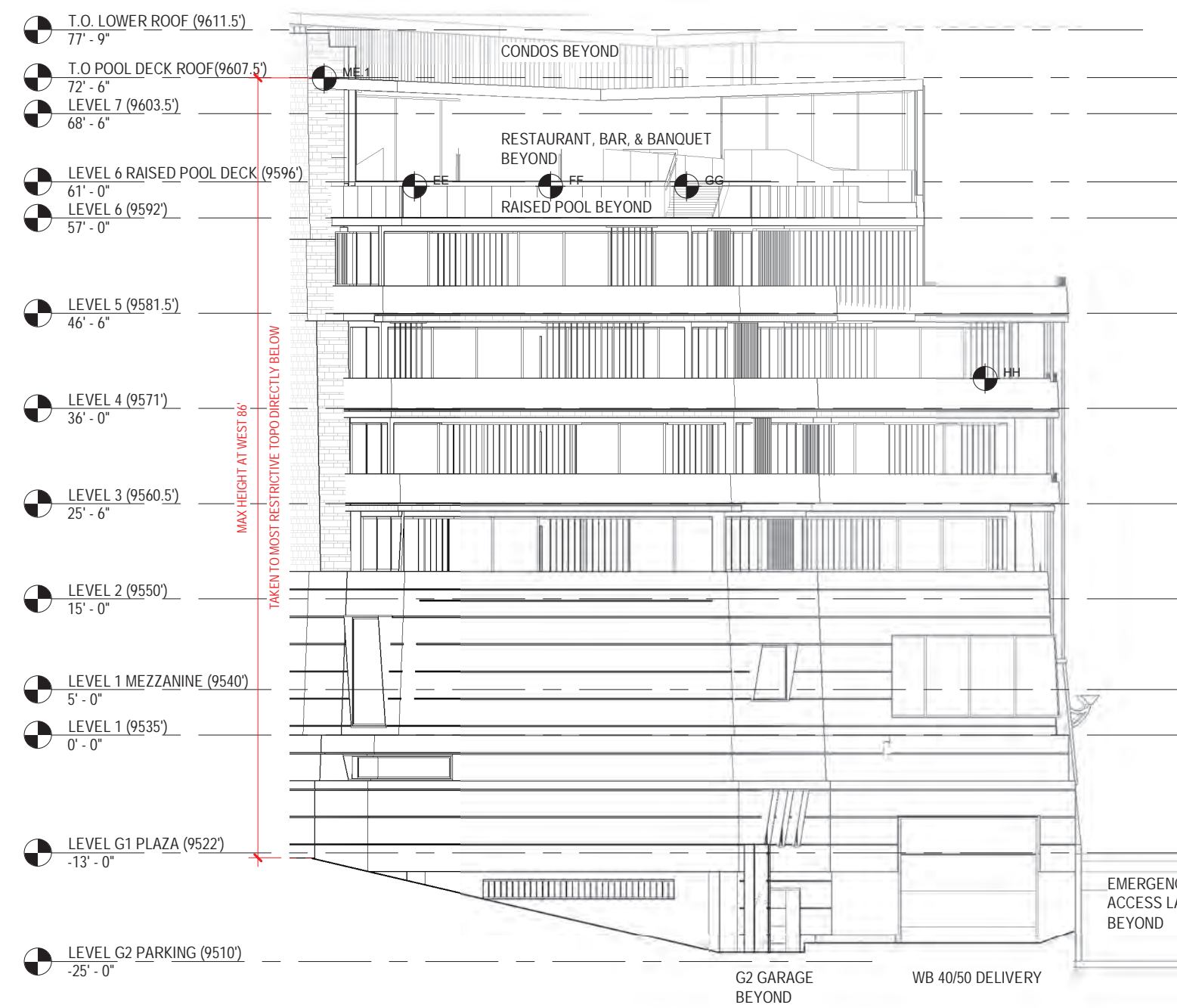
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SEAL

Project Number
JOB NO.

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ELEVATIONS

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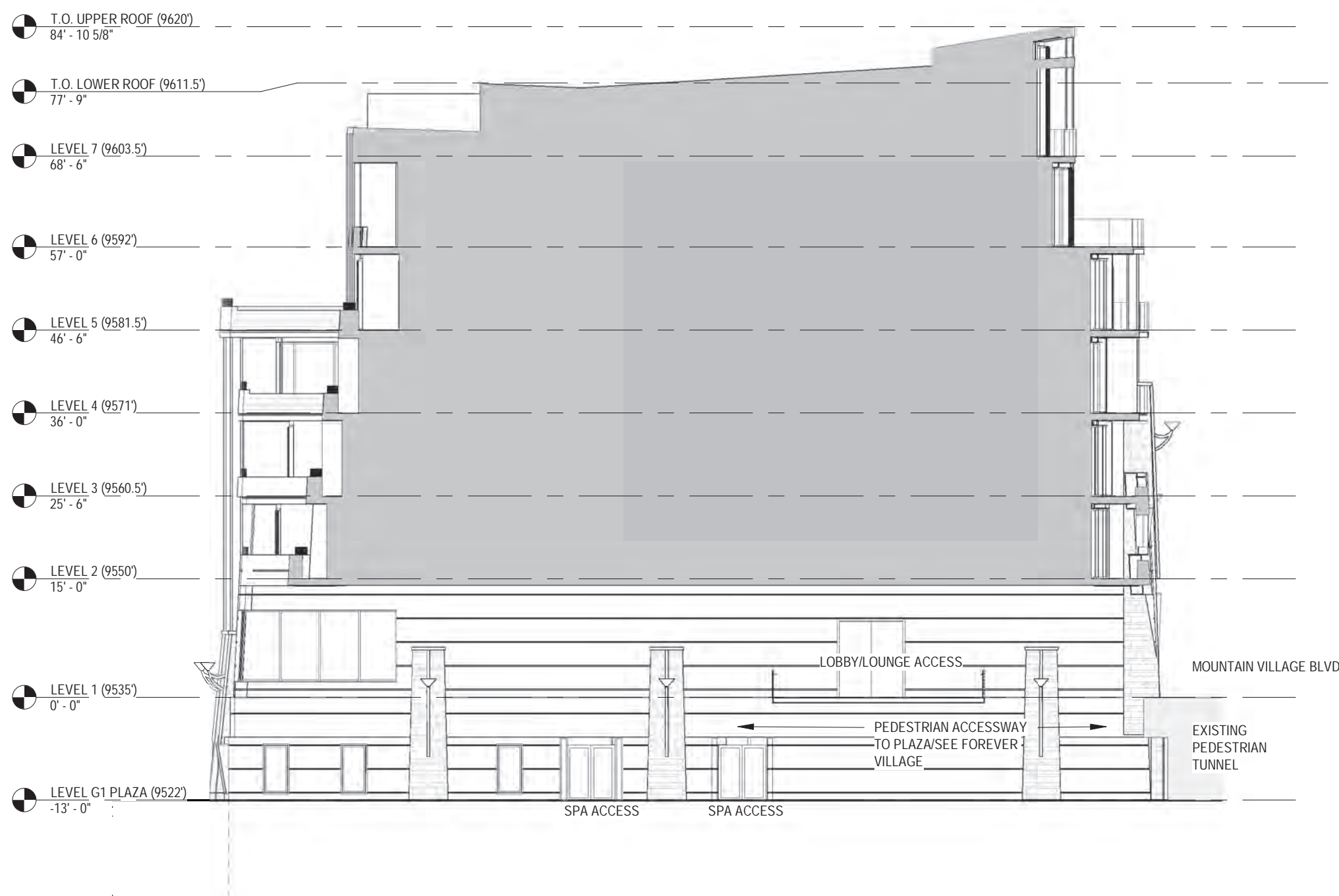
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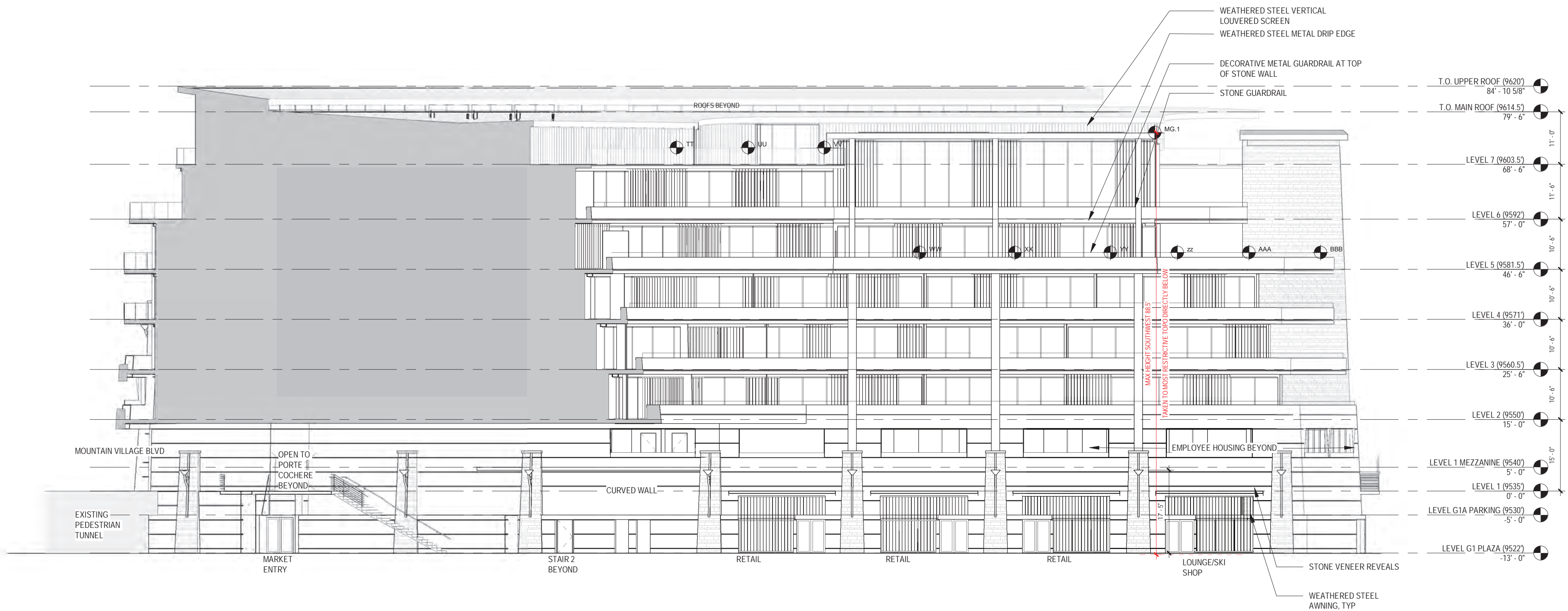
3 WEST ELEVATION
1/16" = 1'-0"



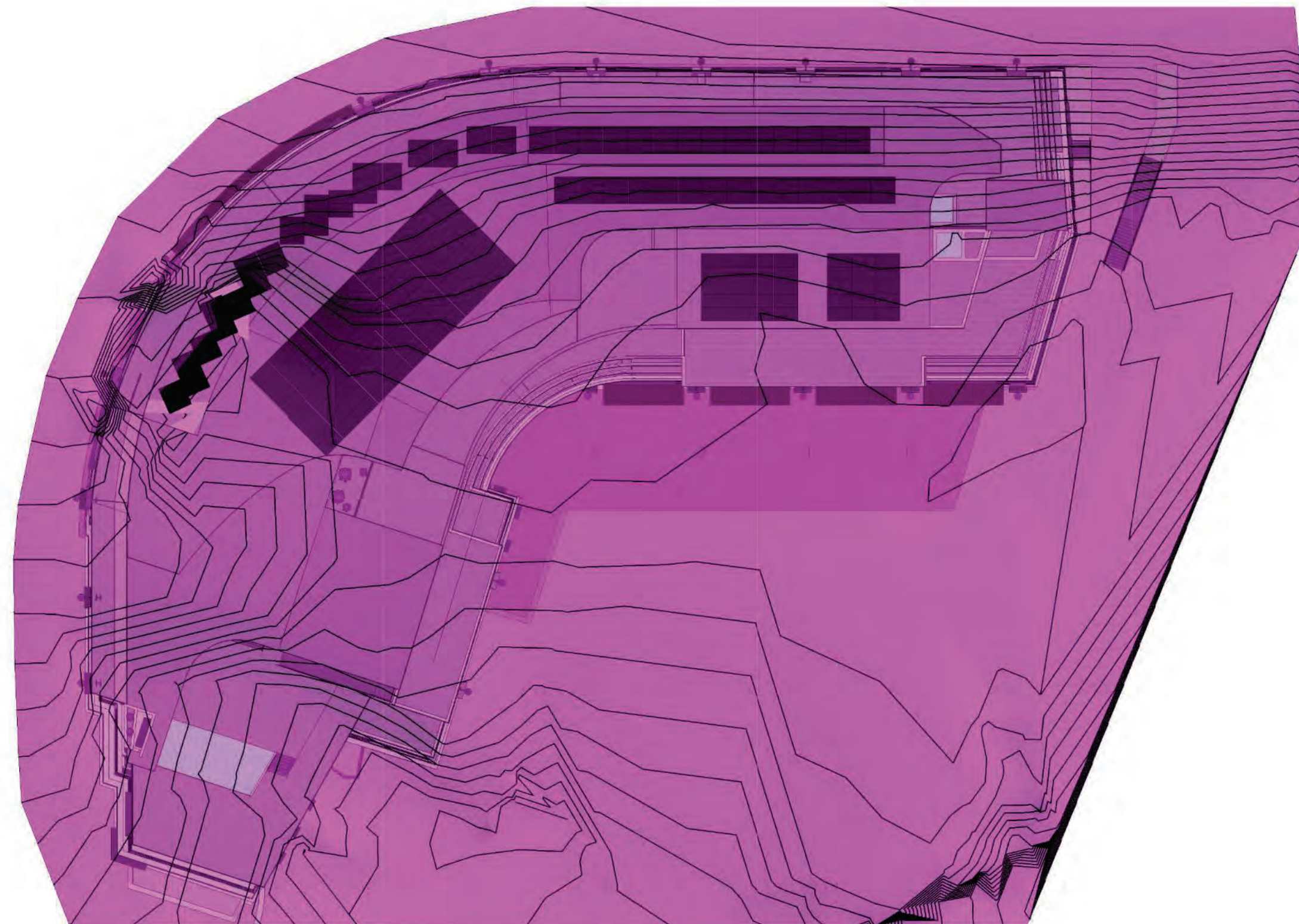
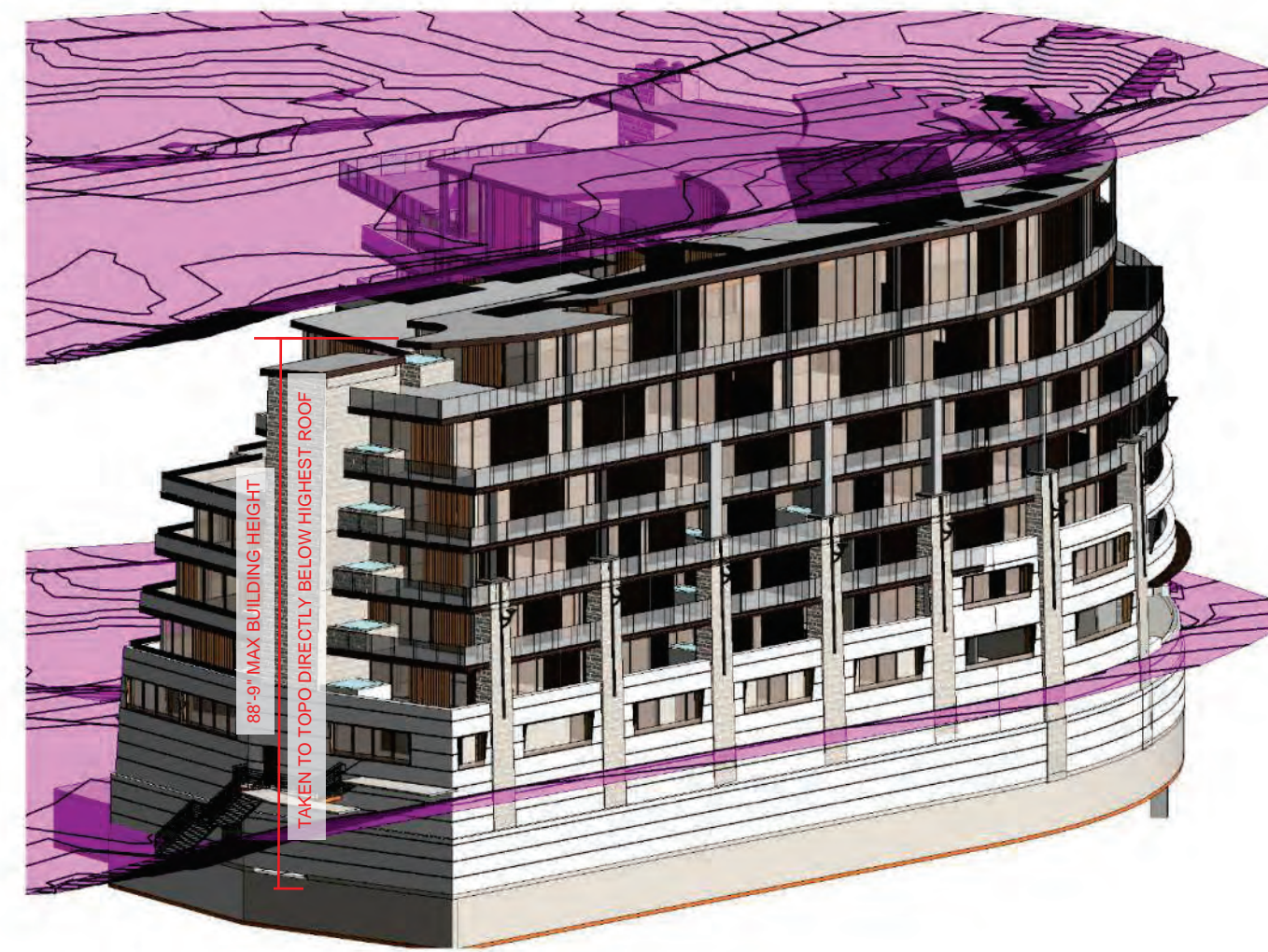
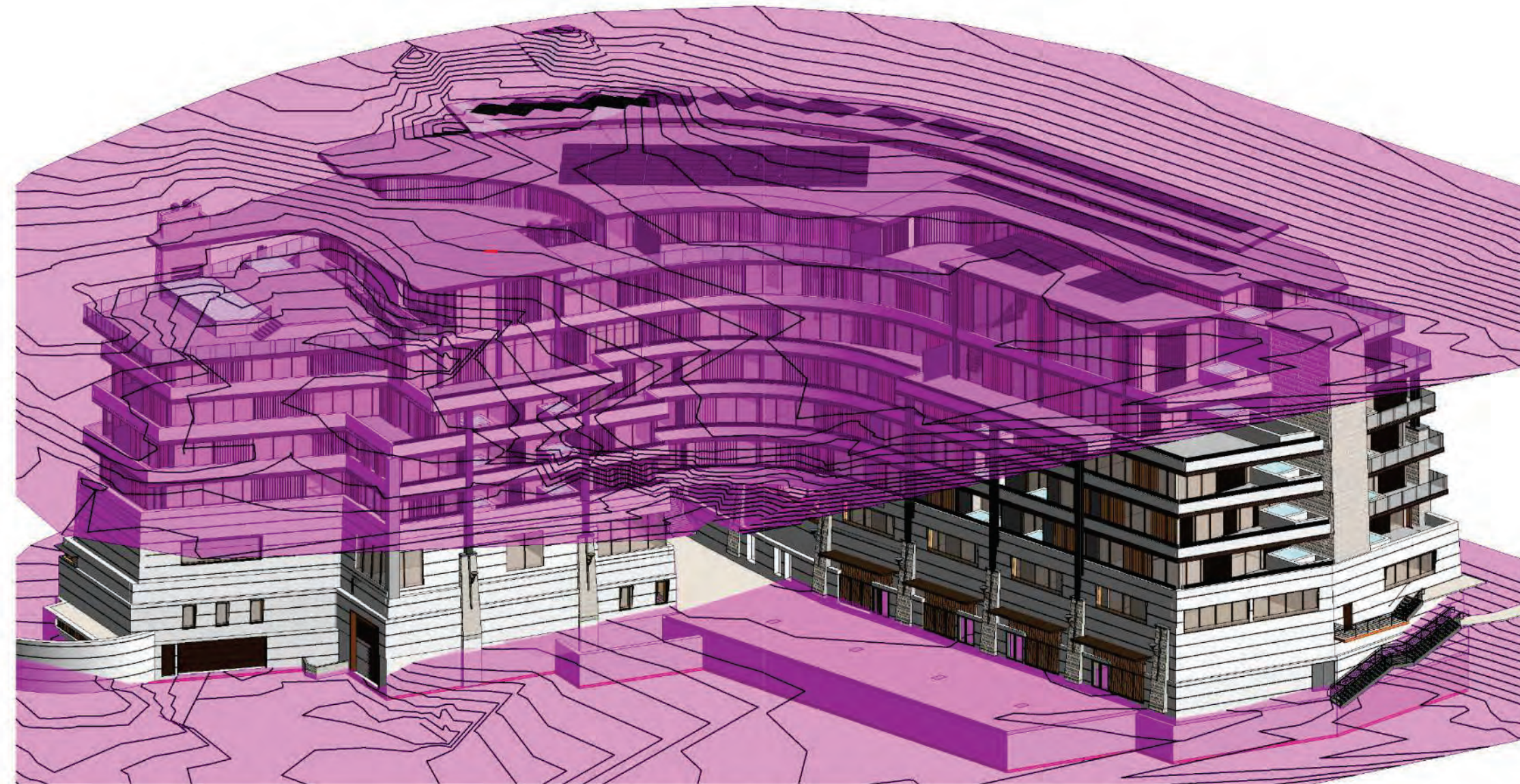
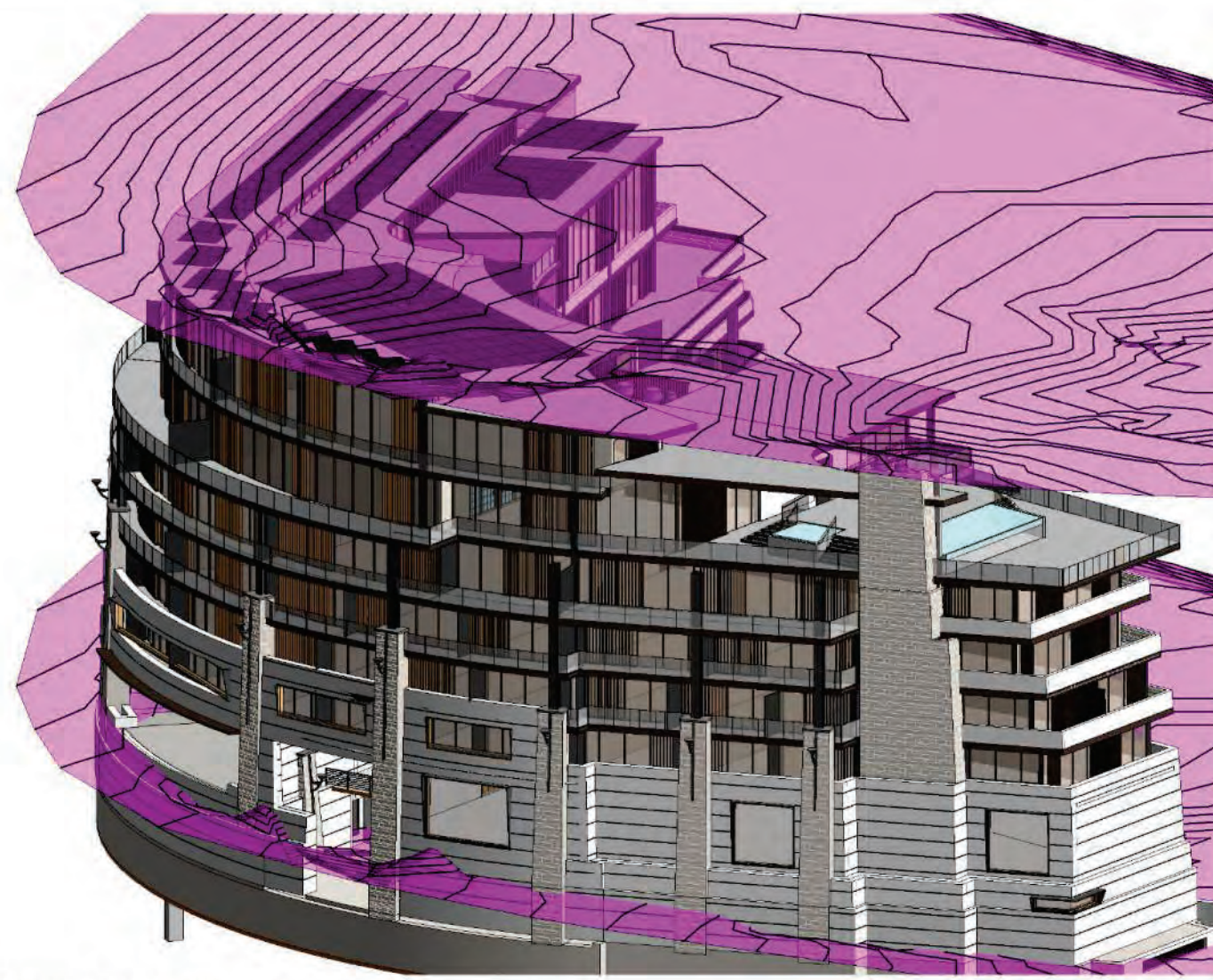
4 SOUTH ELEVATION
1/16" = 1'-0"



1 WEST ELEVATION - PEDESTRIAN WALKWAY
1/16" = 1'-0"



2 SOUTHWEST ELEVATION
1/16" = 1'-0"



		SLOT ELEV	HEIGHT TO HIGHEST POINT	PROPOSED GRADE	FROM PROPOSED GRADE	EXISTING GRADE	FROM EXISTING GRADE
NOTES	LABEL	DESCRIPTION					
	Northeast	B T.O. LEVEL 6 GUARDRAIL	9595.5	9539.2	56.3	9537.0	58.5
	Northeast	C T.O. LEVEL 6 GUARDRAIL	9595.5	9538.9	56.6	9536.8	58.7
	Northeast	D T.O. LEVEL 6 GUARDRAIL	9595.5	9538.8	56.7	9536.8	58.7
	Northeast	E T.O. LEVEL 6 GUARDRAIL	9595.5	9538.5	57.0	9536.5	59.0
	Northeast	F T.O. LEVEL 6 GUARDRAIL	9595.5	9538.3	57.2	9536.3	59.2
	Northeast	G T.O. LEVEL 6 GUARDRAIL	9595.5	9538.0	57.5	9536.0	59.5
	Northeast	H T.O. LEVEL 6 GUARDRAIL	9595.5	9537.7	57.8	9536.0	59.5
	Northeast	I T.O. LEVEL 6 GUARDRAIL	9595.5	9537.4	58.1	9536.5	57.0
	Northeast	J T.O. LEVEL 6 GUARDRAIL	9595.5	9537.1	58.4	9536.0	59.5
	Northeast	K T.O. LEVEL 6 GUARDRAIL	9595.5	9536.4	59.1	9535.7	59.8
	North	L T.O. LEVEL 6 GUARDRAIL	9595.5	9535.6	59.9	9535.1	60.4
	North	M T.O. LEVEL 6 GUARDRAIL	9595.5	9534.7	60.8	9534.0	61.5
	North	N T.O. LEVEL 6 GUARDRAIL	9595.5	9537.1	58.4	9536.0	59.5
	North	O T.O. LEVEL 6 GUARDRAIL	9595.5	9536.4	59.1	9535.7	59.8
	North	P T.O. LEVEL 6 GUARDRAIL	9595.5	9535.6	59.9	9535.1	60.4
	North	Q T.O. LEVEL 6 GUARDRAIL	9595.5	9534.7	60.8	9534.0	61.5
	North	R T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9533.5	64.0
	North	S T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9533.5	64.0
*Pedestrian accessway (North)	*T	T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9533.5	62.0
*Pedestrian accessway (North)	*U	T.O. LEVEL 6 GUARDRAIL	9595.5	9533.6	61.9	9533.5	62.0
	North	V T.O. LEVEL 6 GUARDRAIL	9595.5	9530.7	64.8	9530.7	64.8
	Northwest	W T.O. LEVEL 6 GUARDRAIL	9595.5	9530.1	65.4	9530.1	65.4
	Northwest	X T.O. LEVEL 5 GUARDRAIL	9585.0	9528.7	56.3	9528.1	56.9
	Northwest	Y T.O. LEVEL 5 GUARDRAIL	9585.0	9526.8	58.2	9527.8	57.2
	Northwest	Z T.O. LEVEL 5 GUARDRAIL	9585.0	9526.2	58.8	9525.8	59.2
	Northwest	AA T.O. LEVEL 5 GUARDRAIL	9607.5	9526.0	81.5	9523.0	84.5
	Northwest	BB T.O. PDDL DECK ROOF	9607.5	9521.5	86.0	9524.8	82.7
	Northwest	CC T.O. LEVEL 5 GUARDRAIL	9595.5	9520.5	75.0	9520.5	75.0
	Northwest	DD T.O. LEVEL 6 GUARDRAIL	9595.5	9521.2	74.3	9520.2	75.3
	West	EE T.O. LEVEL 6 GUARDRAIL	9595.5	9518.5	77.0	9521.7	73.8
West	*FF	T.O. LEVEL 6 GUARDRAIL	9595.5	9516.5	79.0	9520.7	74.8
West	*GG	T.O. LEVEL 6 GUARDRAIL	9595.5	9515.0	80.5	9521.2	74.3
	West	*HH T.O. LEVEL 4 GUARDRAIL	9574.5	9516.0	58.5	9516.0	58.5
	South	*II T.O. LEVEL 6 GUARDRAIL	9595.5	9510.0	85.5	9515.0	80.5
	South	*KK T.O. LEVEL 6 GUARDRAIL	9595.5	9510.0	85.5	9515.0	80.5
	South	*LL T.O. LEVEL 6 GUARDRAIL	9595.5	9510.0	85.5	9515.0	80.5
	South	*MM T.O. LEVEL 5 GUARDRAIL	9585.0	9519.3	65.7	9519.3	65.7
	South	*NN T.O. LEVEL 5 GUARDRAIL	9585.0	9519.8	65.2	9519.8	65.2
	South	*OO T.O. LEVEL 5 GUARDRAIL	9585.0	9520.4	64.6	9520.4	64.6
	South	*PP T.O. LEVEL 5 GUARDRAIL	9585.0	9522.8	62.2	9522.5	62.5
	South	*QQ T.O. LEVEL 4 GUARDRAIL	9574.5	9522.5	52.0	9522.5	52.0
	South	*RR T.O. LEVEL 7 GUARDRAIL	9607.0	9525.6	81.4	9525.6	81.4
	South	*SS T.O. LEVEL 7 GUARDRAIL	9607.0	9525.6	81.4	9525.6	81.4
	Southwest	TT T.O. LEVEL 7 GUARDRAIL	9607.0	9523.0	84.0	9522.0	85.0
	Southwest	UU T.O. LEVEL 7 GUARDRAIL	9607.0	9522.8	84.2	9522.8	84.2
	Southwest	VV T.O. LEVEL 7 GUARDRAIL	9607.0	9523.0	84.0	9523.0	84.0
	Southwest	WW T.O. LEVEL 5 GUARDRAIL	9585.0	9522.8	62.2	9522.1	62.9
	Southwest	XX T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	62.5	9522.0	63.0
	Southwest	YY T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	62.5	9522.1	62.9
	Southwest	ZZ T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	62.5	9522.5	62.5
	Southwest	AAA T.O. LEVEL 5 GUARDRAIL	9585.0	9522.8	62.2	9522.5	62.5
	Southwest	BBB T.O. LEVEL 5 GUARDRAIL	9585.0	9522.5	65.5	9522.5	62.5
	Southwest	DDD T.O. LEVEL 5 GUARDRAIL	9585.0	9522.0	63.0	9522.0	63.0
	Southwest	EEE T.O. LEVEL 5 GUARDRAIL	9585.0	9523.0	62.0	9523.0	62.0
	Southwest	FFF T.O. STAIR ROOF	9610.0	9526.0	84.0	9526.0	85.5
	Southwest	GGG T.O. LEVEL 6 GUARDRAIL	9595.5	9530.0	65.5	9530.0	65.5
	Southwest	HHH T.O. LEVEL 6 GUARDRAIL	9595.5	9535.0	60.5	9532.0	62.5
AVERAGE HEIGHT							62.35
** PEDESTRIAN ACCESSWAY							
*** EMERGENCY LANE							



Vault Design
VAULT DESIGN, LLC
520 W FIR WAY
LOUISVILLE, CO 80027



Uncompahgre
Engineering, LLC



AE DESIGN 
Integrated Lighting and Electrical Solutions
1900 Wazee Street #205 | Denver, CO 80202 | 303.296.3034
ae@ae-design.com
Project #

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

ARTICLE 10. DUTY OF COOPERATION
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06.07.2022

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08.08.2022

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DRB SUBMITTAL 10.21.2022

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109R PUD AMENDMENT TO
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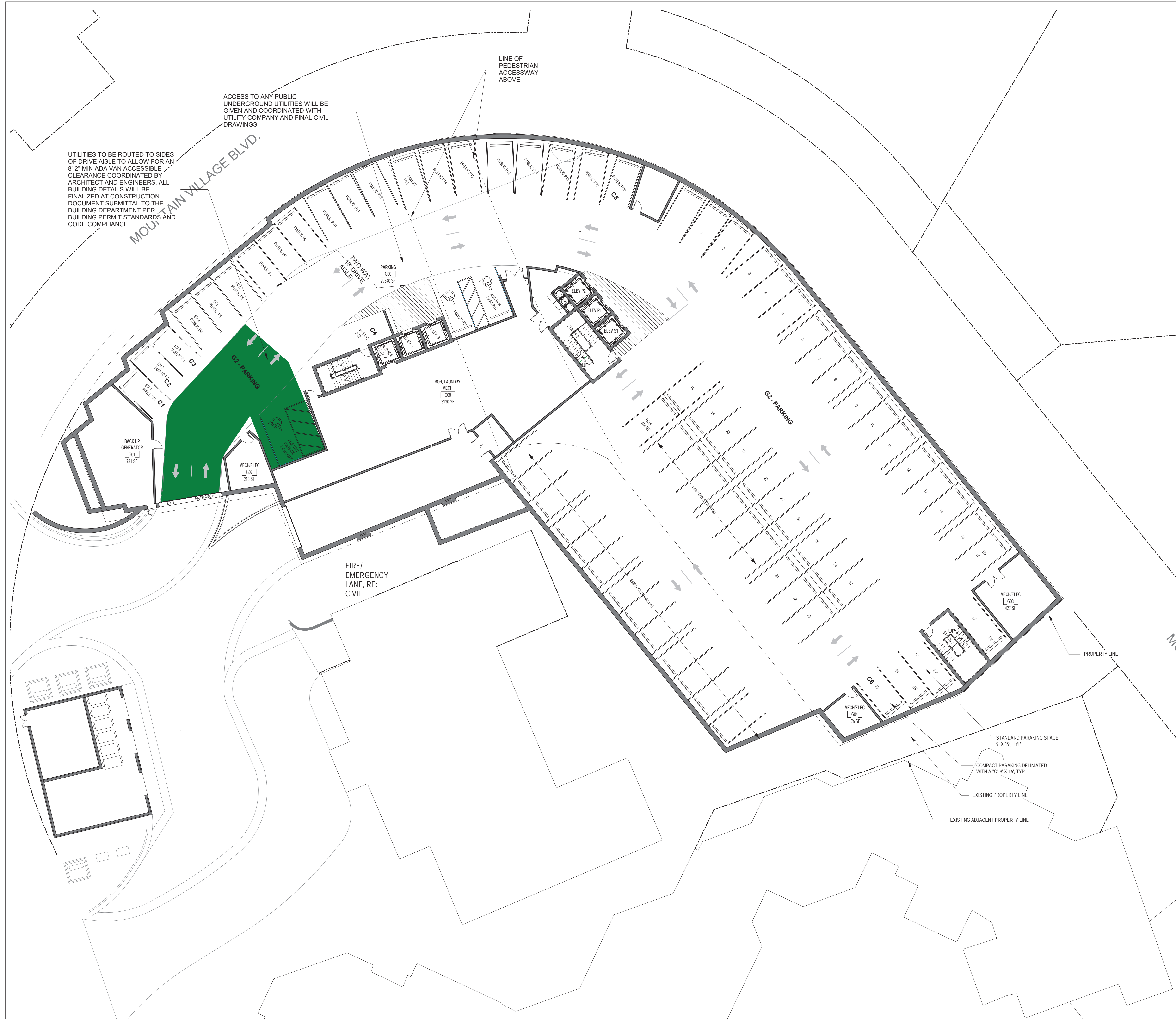
Project Number

3D MAX HEIGHT WITH
EXISTING TOPO

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10/21/2022 11:51:32 AM



1 DIAGRAM ADA VAN ACCESS LEVEL G2 PARKING
1/16" = 1'-0"

Vault Design

Vault Design, LLC
530 W FIR WAY
LOUISVILLE, CO 80027

Uncompahgre Engineering, LLC

AE DESIGN

Integrated Lighting and Electrical Solutions
1900 W. 8th Street, Suite 400 • Denver, CO 80202 • 303.726.2634
info@aedesign.com

SIX SENSES HOTEL

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STATE OF COLORADO

KATSA

LORD

401827

SEAL

LICENSED ARCHITECT

Project Number

JOB NO.

GARAGE UTILITY DIAGRAM

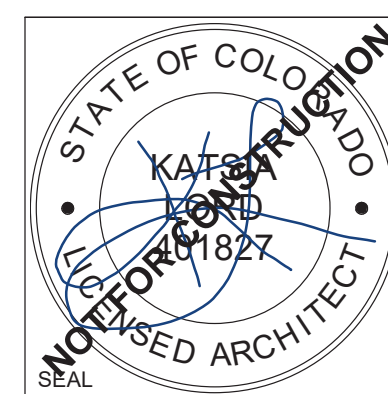
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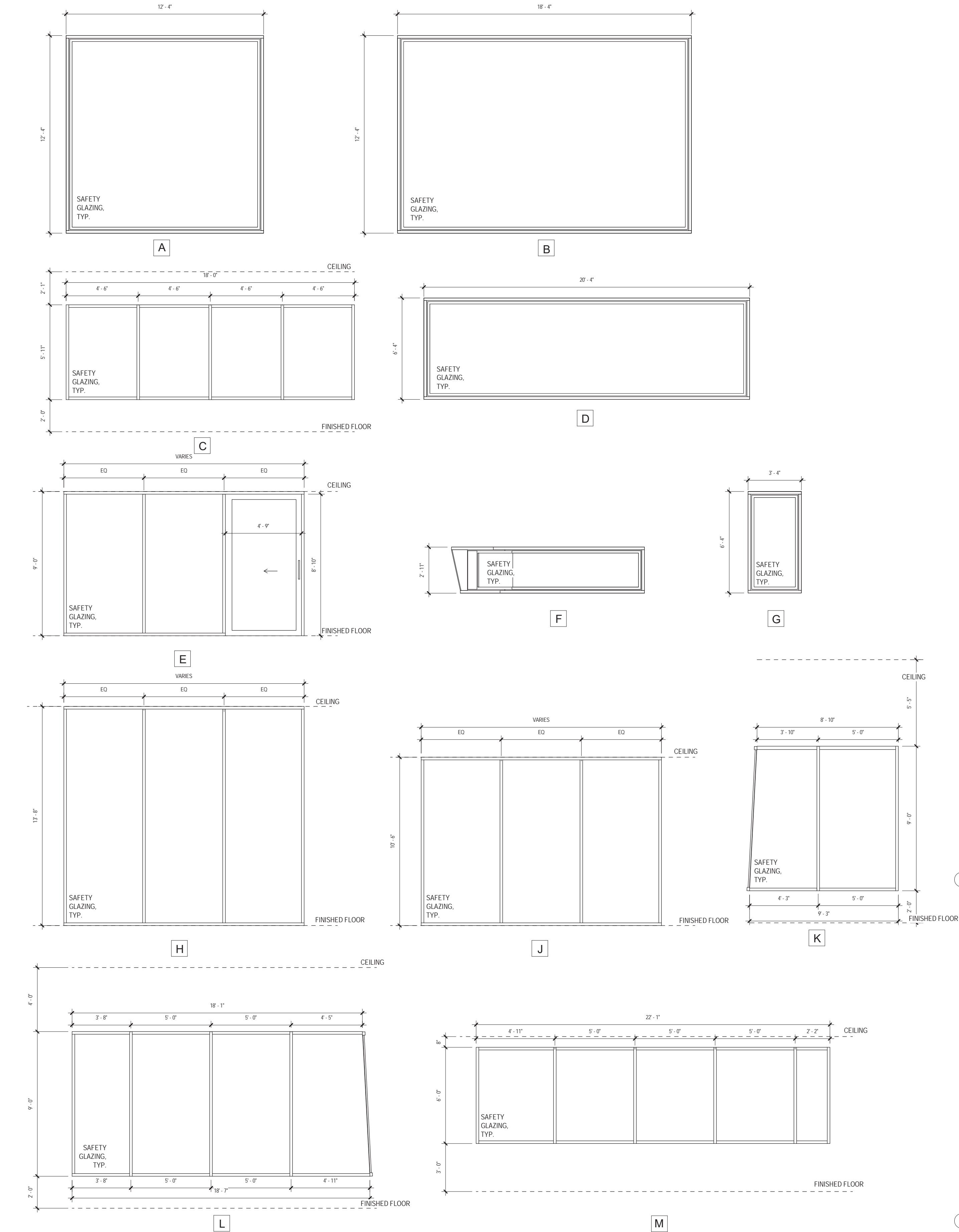
A-2.22



SNOW MELT KEY	
SB	SPLASH BLOCKS IN TERRACE
	DIRECTION OF WATER FLOW
	INTERNAL ROOF DRAIN
G	GUTTER
RD	ROOF DRAIN

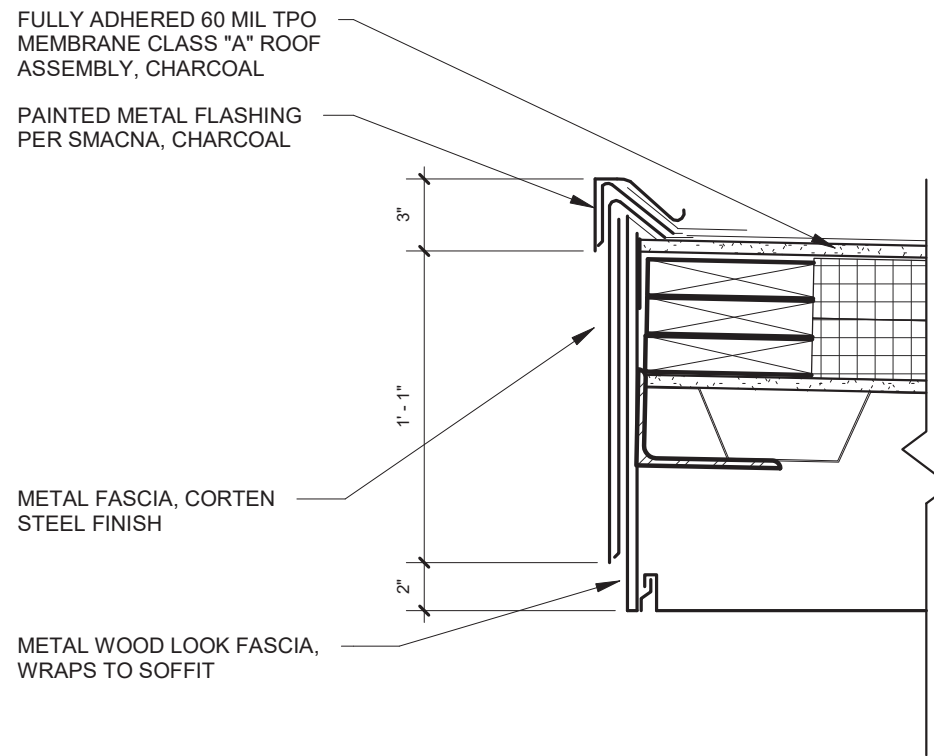
SNOW MELT KEY
1/4" = 1'-0"

EXTERIOR DOOR SCHEDULE				
TYPE MARK	HEIGHT	WIDTH	REMARKS	TYPE
1	8' - 0"	22' - 0"	CORTEN STEEL	SECTIONAL OVERHEAD GARAGE
2	15' - 10"	15' - 0"	CORTEN STEEL	SECTIONAL OVERHEAD GARAGE
3	7' - 0"	6' - 0"	DARK BRONZE ALUMINIUM STOREFRONT-BRONZE TINTED GLASS PANEL	DOUBLE STOREFRONT
4	8' - 0"	3' - 0"	STEEL CORE CLAD WITH WOOD	SINGLE FLUSH
5	7' - 0"	6' - 0"	STEEL CORE CLAD WITH WOOD	DOUBLE FLUSH
6	7' - 0"	3' - 0"	STEEL CORE CLAD WITH WOOD	SINGLE FLUSH
7	7' - 6"	6' - 0"	DARK BRONZE ALUMINIUM STOREFRONT-BRONZE TINTED GLASS PANEL	DOUBLE STOREFRONT
8	10' - 0"	8' - 0"	CUSTOM WOOD WALNUT FINISH	DOUBLE FLUSH
9	8' - 10"	4' - 9"	DARK BRONZE ALUMINIUM STOREFRONT-BRONZE TINTED GLASS PANEL	SINGLE SLIDER

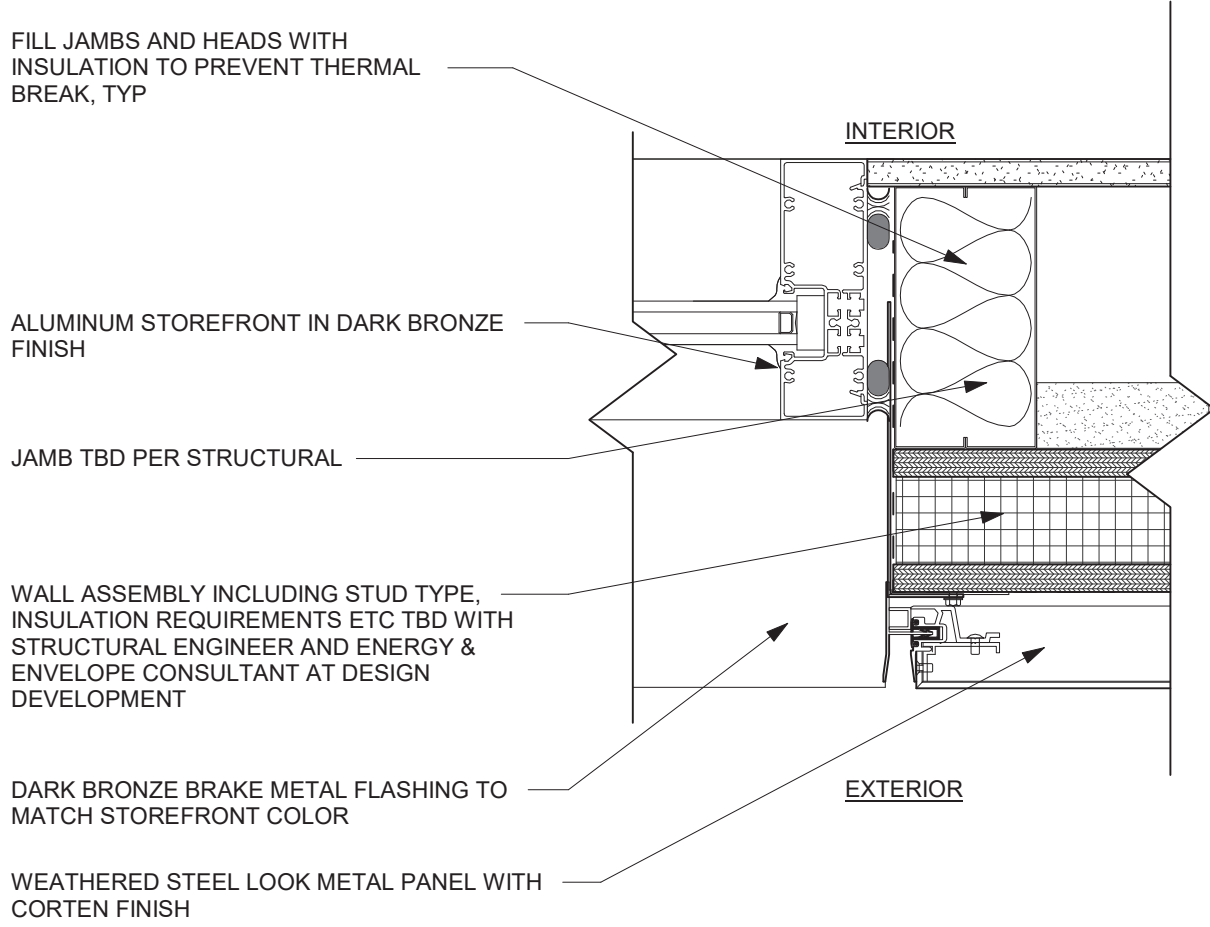


WINDOW LEGEND
1/4" = 1'-0"

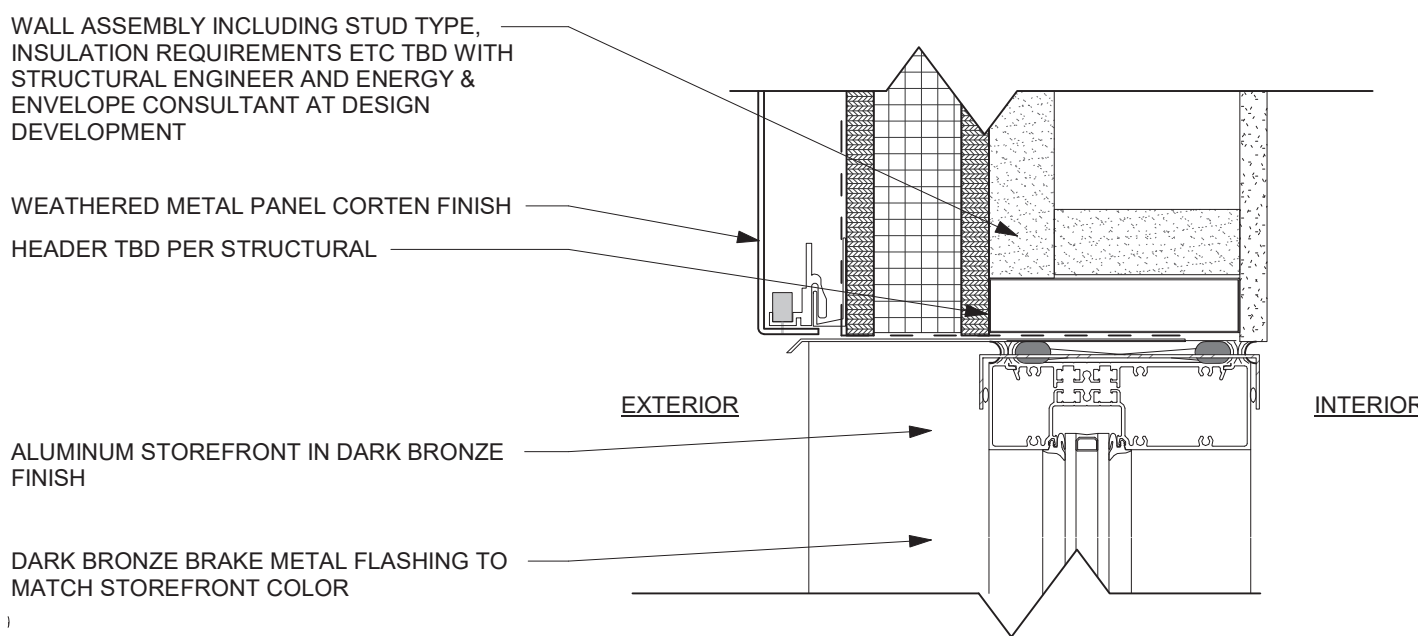
SECTION AT PORTE COCHERE
1/4" = 1'-0"



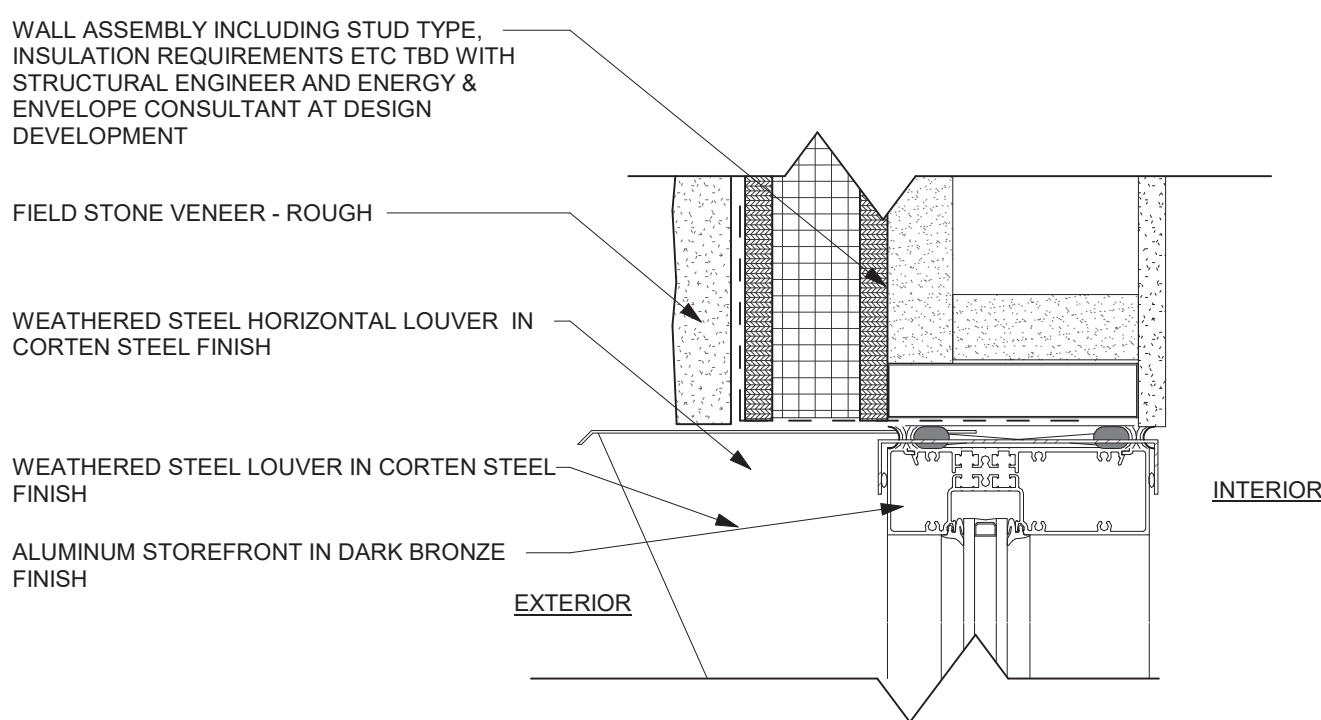
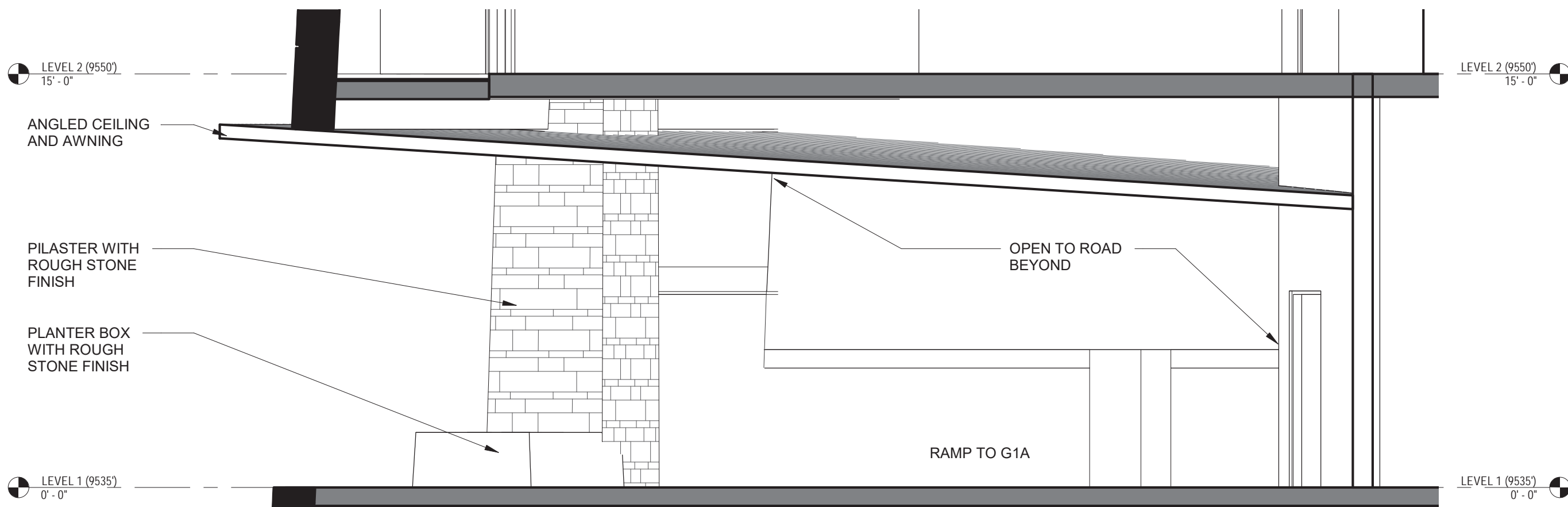
SCHEMATIC SECTION AT ROOF FASCIA
1 1/2" = 1'-0"



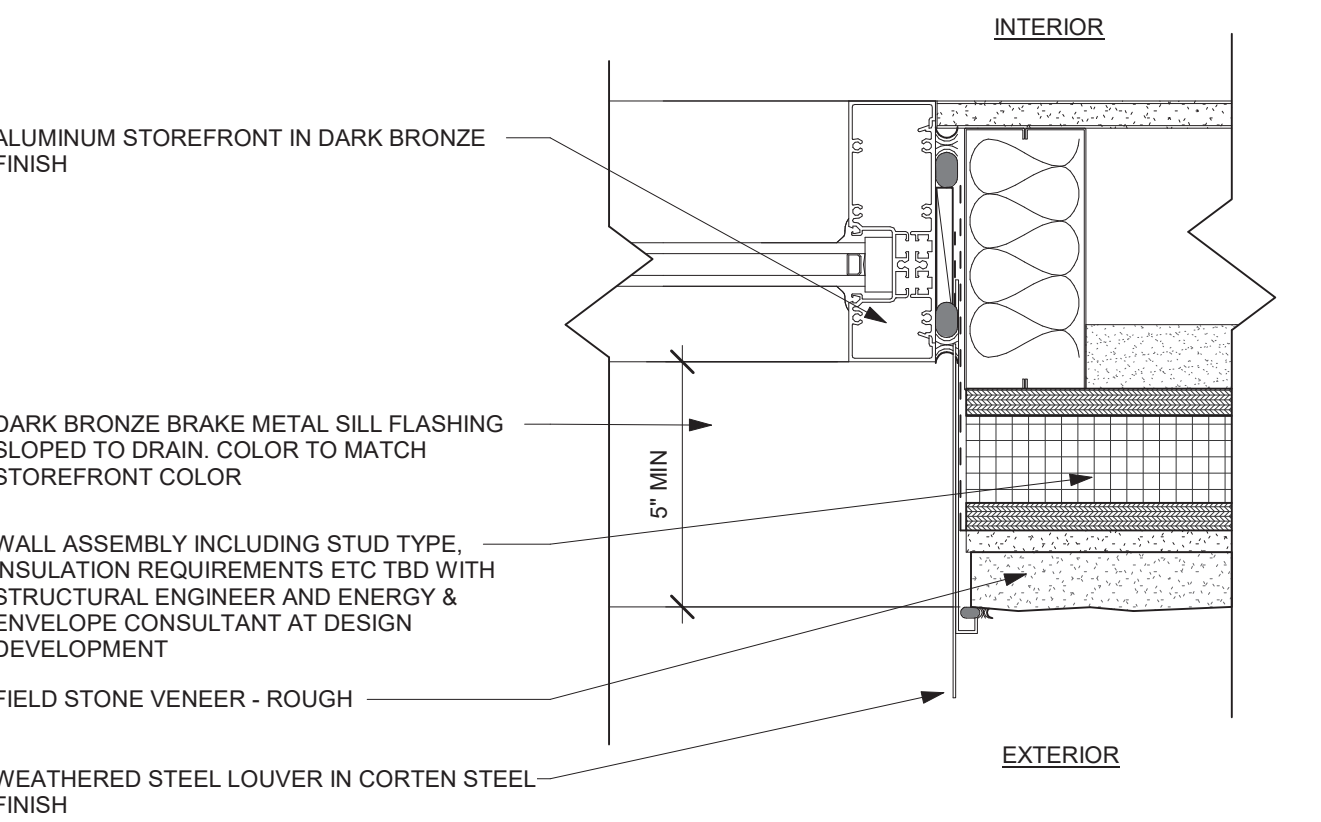
JAMB AT METAL PANEL
3" = 1'-0"



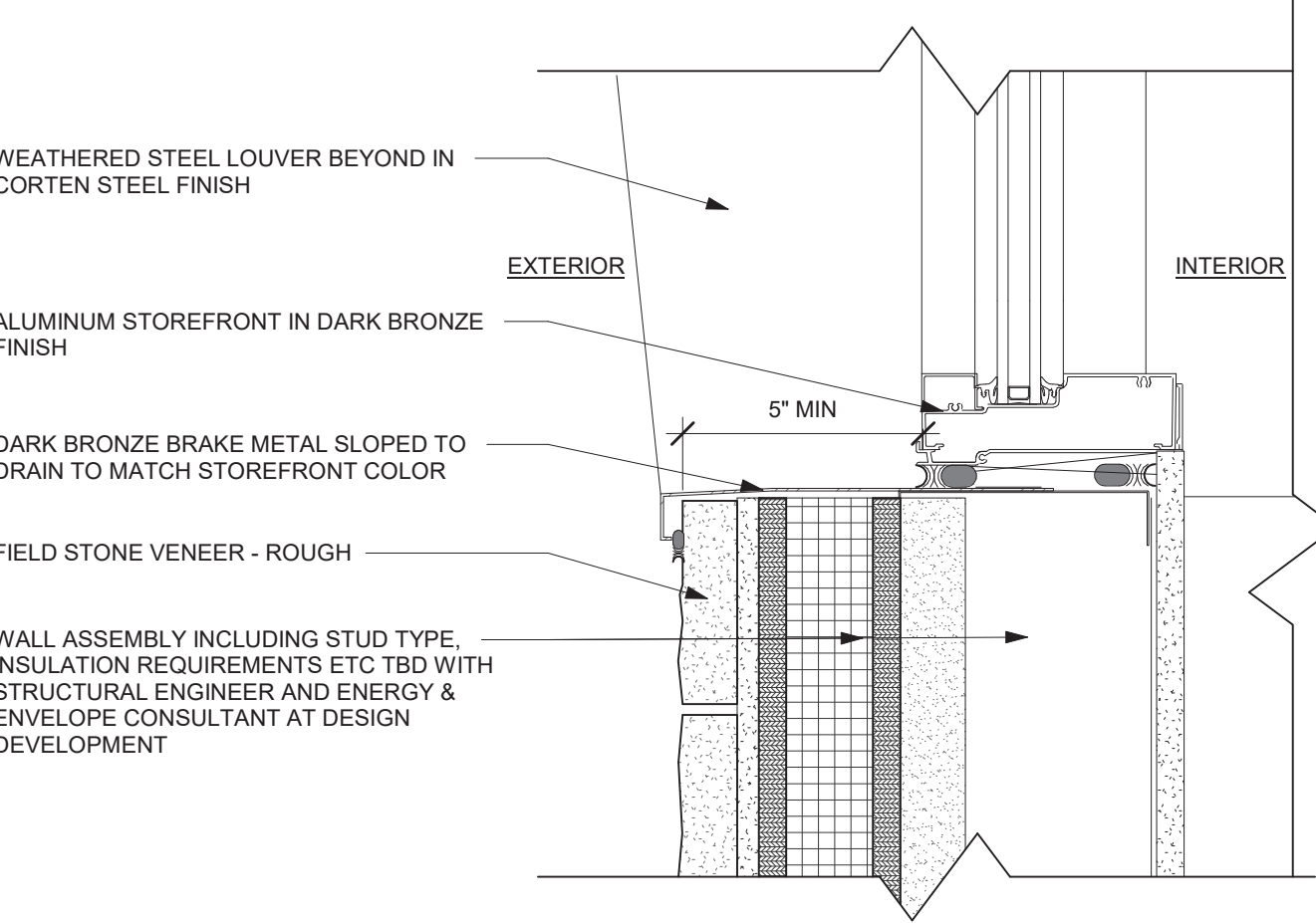
HEAD AT METAL PANEL
3" = 1'-0"



HEAD AT STONE
3" = 1'-0"

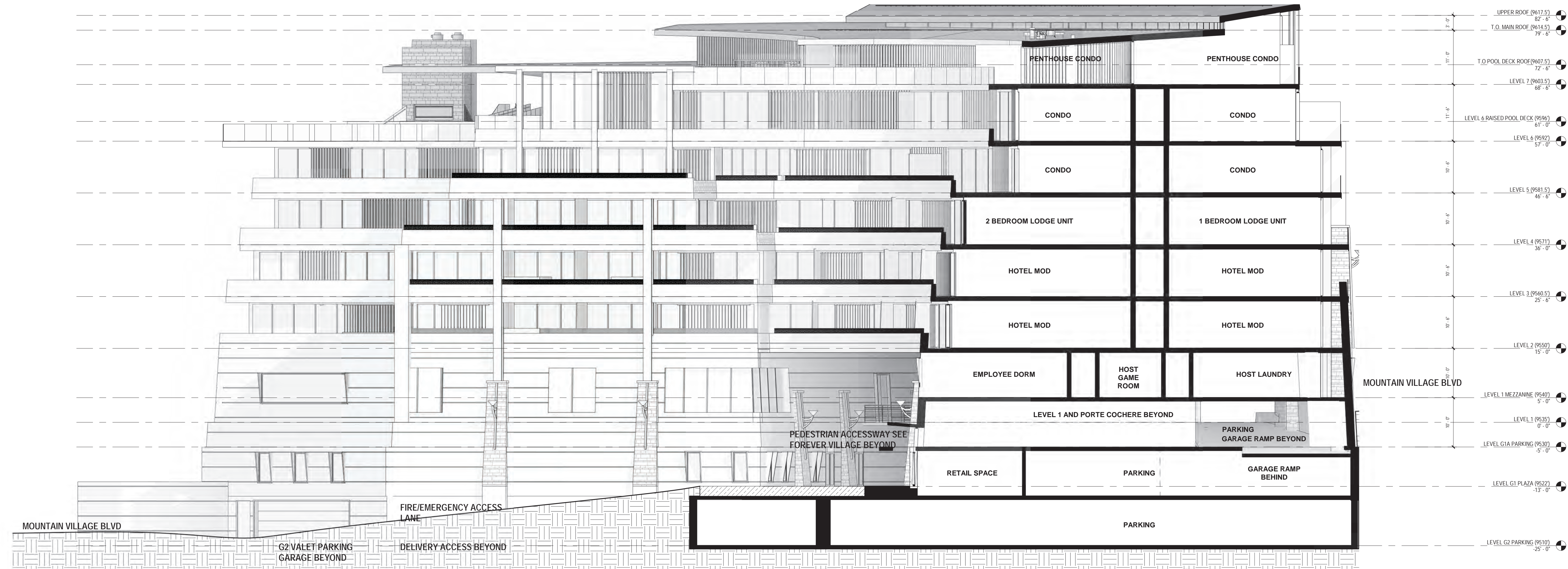


JAMB AT STONE
3" = 1'-0"



SILL AT STONE
3" = 1'-0"

9/22/2022 8:24:59 PM



1 N-S SECTION
3/32" = 1'-0"

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

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05.19.2022
LOT 109R PUD AMENDMENT TOWN
COUNCIL SUBMITTAL
06.07.2022
LOT 109R PUD AMENDMENT TOWN
COUNCIL CONTINUANCE SUBMITTAL
08.08.2022
LOT 109R PUD AMENDMENT FINAL
DRB SUBMITTAL 10.09.2022



COMPUTER MASSING MODEL 3D VIEWER LINK:

<https://autode.sk/3VRTPzo>

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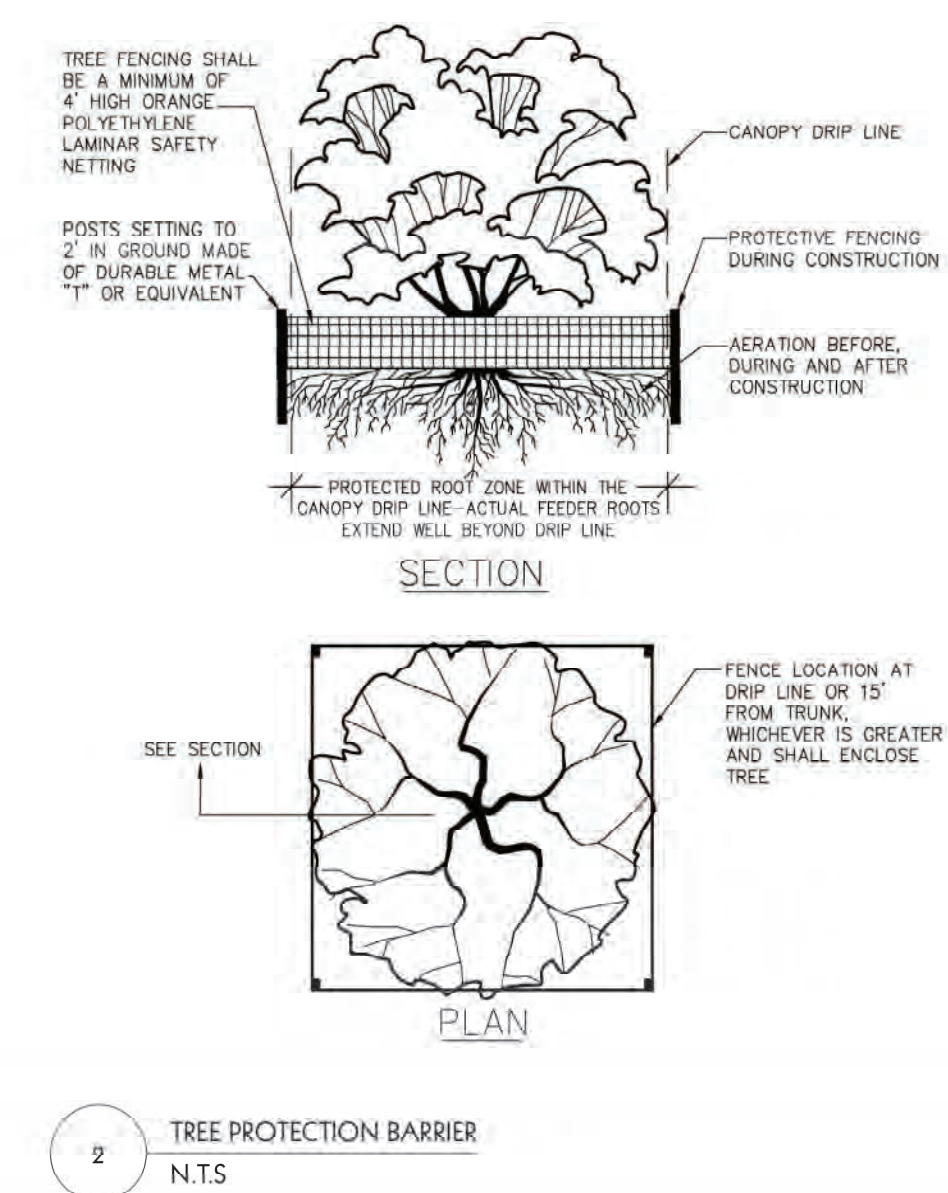
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08.08.2022

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ORB SUBMITTAL 10.21.2022

JOB NO.

0.02

ID	COMMON NAME	BOTANICAL NAME	AVERAGE SPREAD	HEIGHT	HEIGHT FIRST BRANCH	DBH	NO. OF STEMS	CONDITION	SIGNIFICANCE	ACTION	DATE ASSESSED	NOTES
E01	Colorado Spruce	<i>Picea pungens</i>	10'0"	15'0"	3'6"	4"	1	Not Set	Not Set	Retain		
E02	Colorado Spruce	<i>Picea pungens</i>	10'0"	15'0"	3'6"	4"	1	Not Set	Not Set	Retain		
E03	Quaking Aspen	<i>Populus tremuloides</i>	5'0"	15'0"	7'0"	4"	1	Not Set	Not Set	Retain		
E04	Quaking Aspen	<i>Populus tremuloides</i>	5'0"	15'0"	7'0"	4"	1	Not Set	Not Set	Retain		
E05	Quaking Aspen	<i>Populus tremuloides</i>	5'0"	15'0"	7'0"	4"	1	Not Set	Not Set	Retain		
E06	Quaking Aspen	<i>Populus tremuloides</i>	5'0"	15'0"	7'0"	4"	1	Not Set	Not Set	Retain		



- ### TREE PROTECTION BARRIER NOTES
- 1) Tree protection fencing shall be a minimum of 4' high orange polyethylene laminar safety netting, or equivalent.
 - 2) Tree protection barrier posts shall be made of durable metal ("t-posts"), or equivalent, and shall be installed at a minimum depth of 2' below grade.
 - 4) Existing trees with root zones in close proximity to new construction shall be protected to the maximum possible extent to avoid soil compaction, given the proximity of construction.
 - 5) Tree protection barrier to be approved by Landscape Architect prior to construction.
 - 6) Trees marked to be removed are to be approved by Landscape Architect prior to removal.
 - 7) No roots 9" or larger in diameter shall be cut.
 - 8) Lower branches on evergreens selected for preservation/transplanting need to be lift pruned or "limbed-up" to reduce fuel load and "fire ladder" potential.

-  Existing Tree to be Removed
  Existing Tree to be Preserved/Not in Limits of Work
-  Existing Tree to be Protected
 Protection Barrier, see 9/L.O. 02



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MOUNTAIN VILLAGE, CO

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Item	No.	Date	Description
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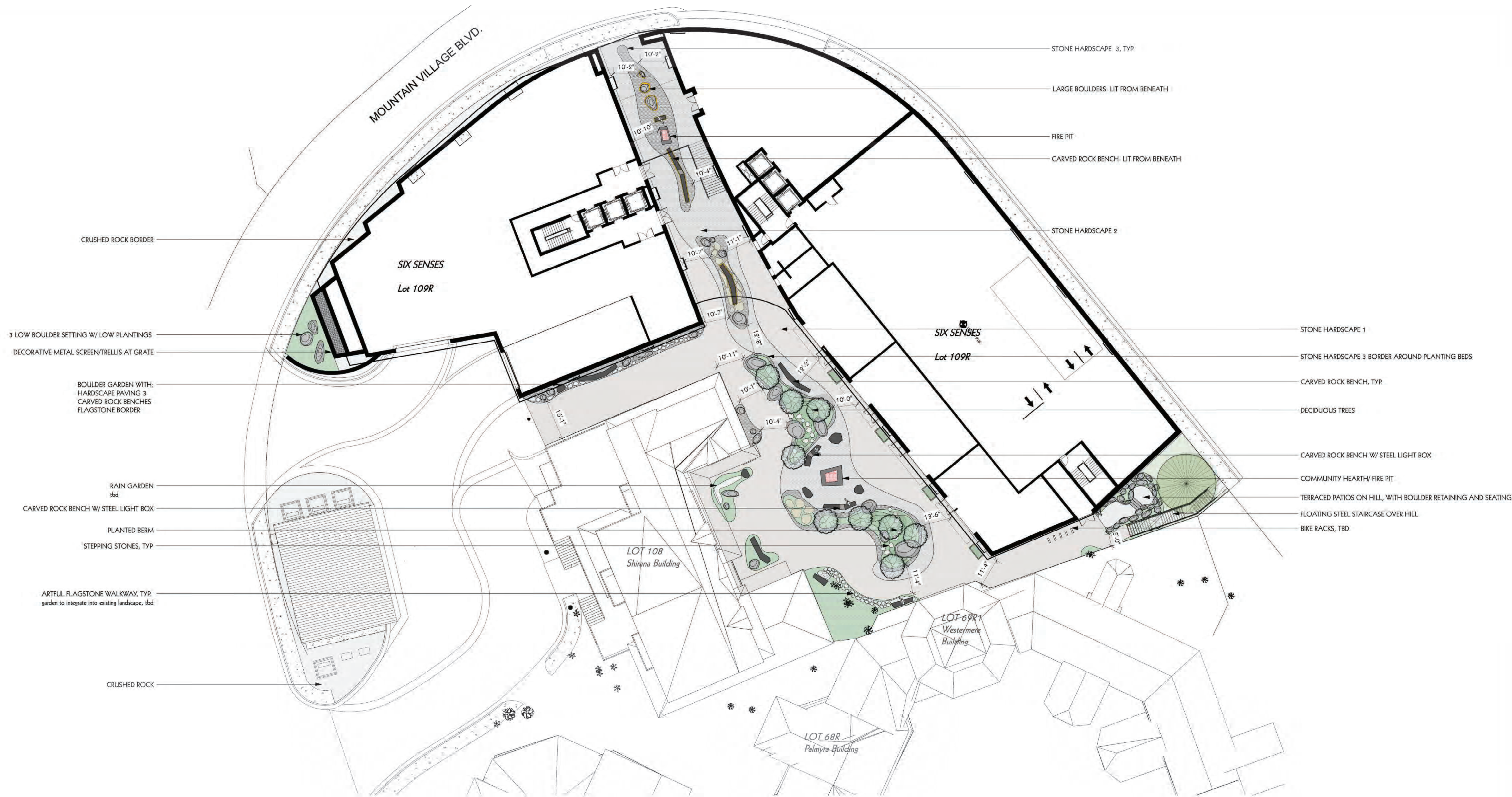
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DRB SUBMITTAL 10.21.2022

SEAL

JOB NO.

Plaza Landscape
Plan

L1.01



1 LANDSCAPE PLAN
Scale: 1" = 20'-0"

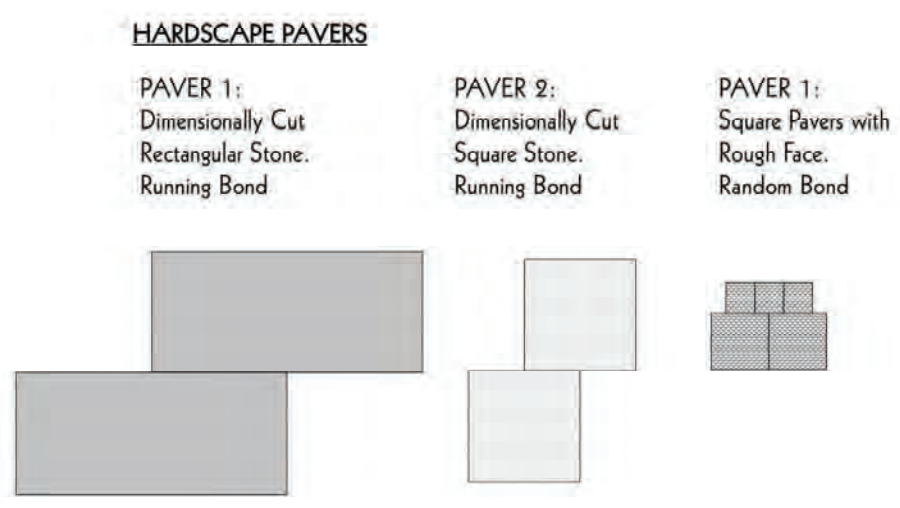
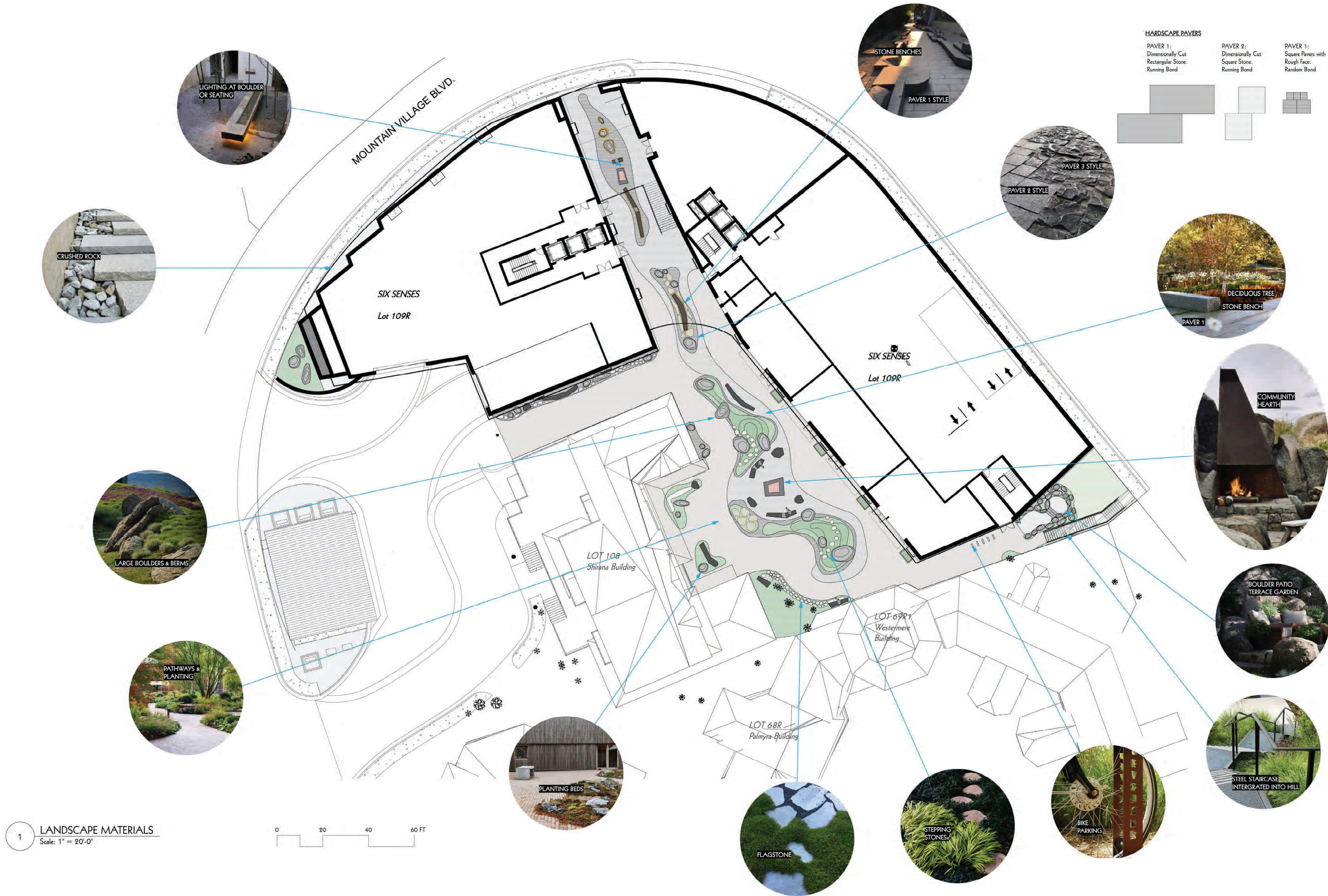


NOTE
PLAZA TO RETAIN 10' MIN GAP DRIVEABLE SURFACE BETWEEN LANDSCAPE BEDS

LEGEND

- HARDSCAPE 1
HARDSCAPE 2
HARDSCAPE 3
ROCK SLAB
FLAGSTONE
BOULDER
STEPPING STONE
PLANTING BED/MULCH
NATIVE SEED
EXISTING TREES
FIRE PIT
PROPERTY LINE
PLANTER
CARVED STONE BENCH
GRAVEL/CRUSHED ROCK
PROPOSED DECIDUOUS TREE
PROPOSED EVERGREEN TREE





1 **LANDSCAPE MATERIALS**
Scale: 1" = 20'-0"



- HARDSCAPE 1
- HARDSCAPE 2
- HARDSCAPE 3
- ROCK SLAB
- FLAGSTONE
- BOULDER
- STEPPING STONE
- PLANTING BED/MULCH
- NATIVE SEED
- EXISTING TREES
- FIRE PIT
- PROPERTY LINE
- PLANTER
- CARVED STONE BENCH
- GRAVEL/CRUSHED ROCK

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LOUISVILLE, CO 80027

Uncompahgre
Engineering, LLC

MARPA
landscape architecture + construction

AE DESIGN
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1000 West 10th Avenue, Suite 1000, Denver, CO 80202
Project #1

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LOT 109R MAJOR PUD AMENDMENT
SPECIAL HEARING SUBMITTAL
05.19.2022

LOT 109R PUD AMENDMENT TOWN
COUNCIL SUBMITTAL
06.07.2022

LOT 109R PUD AMENDMENT TOWN
COUNCIL CONTINUANCE SUBMITTAL
08.08.2022

LOT 109R PUD AMENDMENT FINAL
DRB SUBMITTAL 10.21.2022

Piazza Landscape
Materials



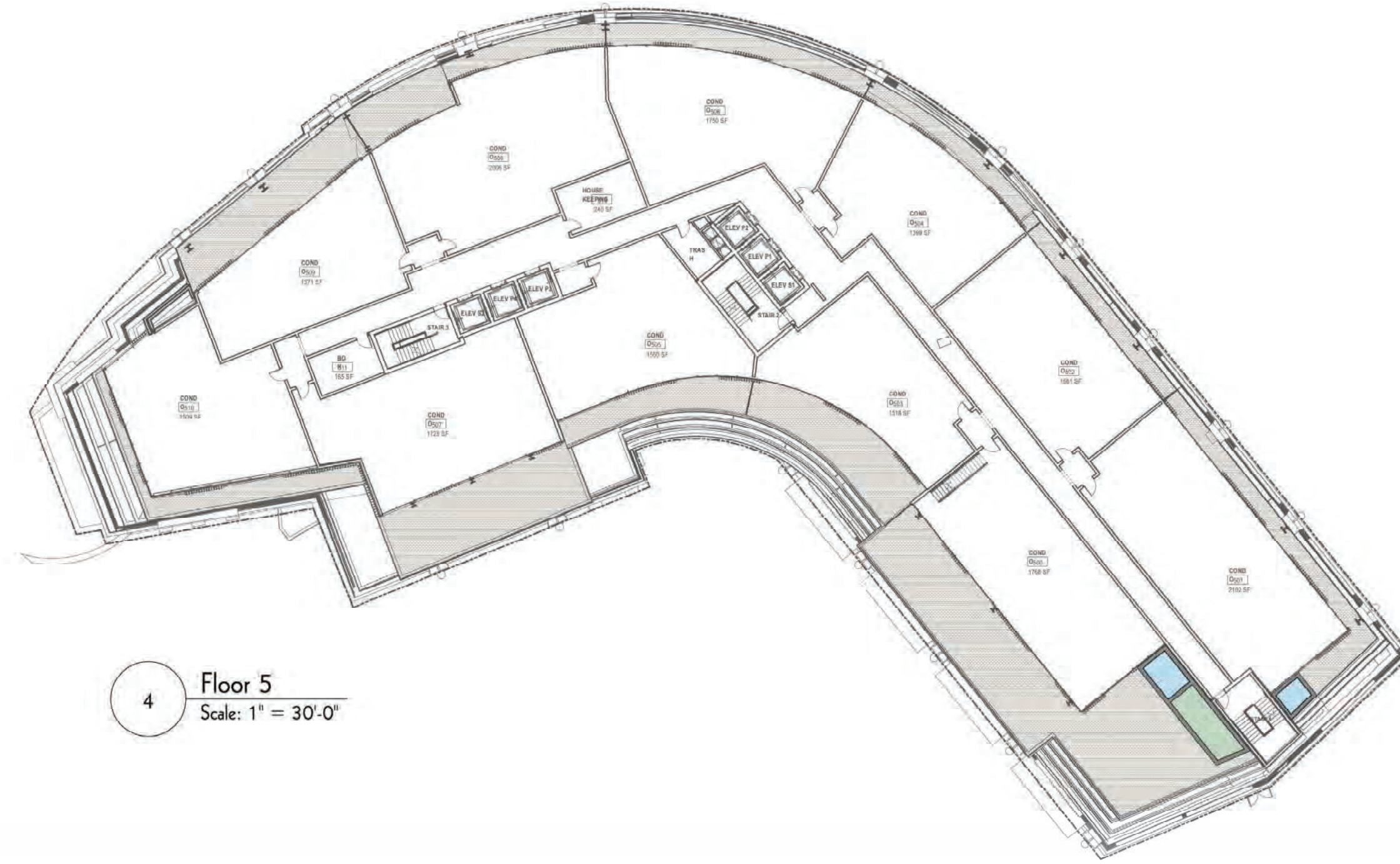
3 Floor 4
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2 Floor 3
Scale: 1" = 30'-0"



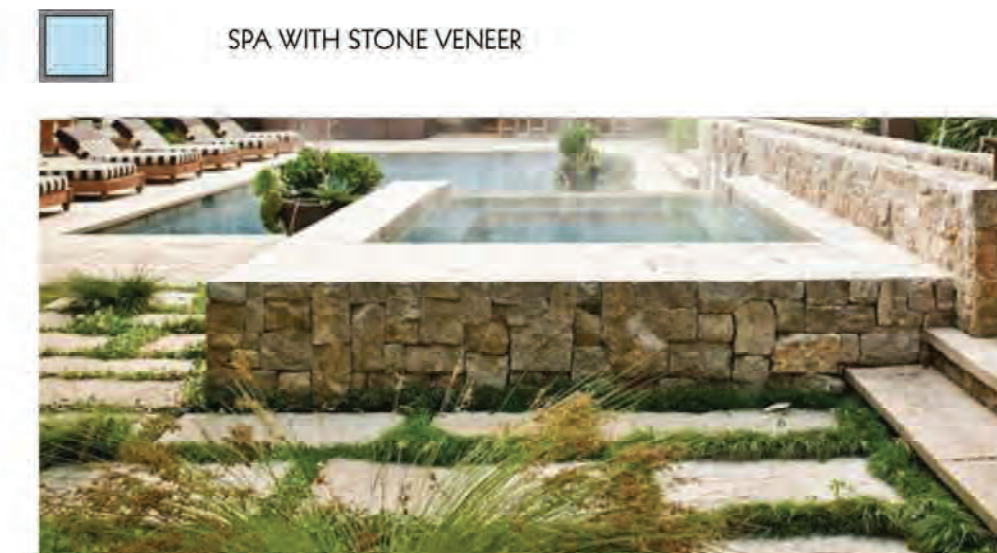
1 Floor 2
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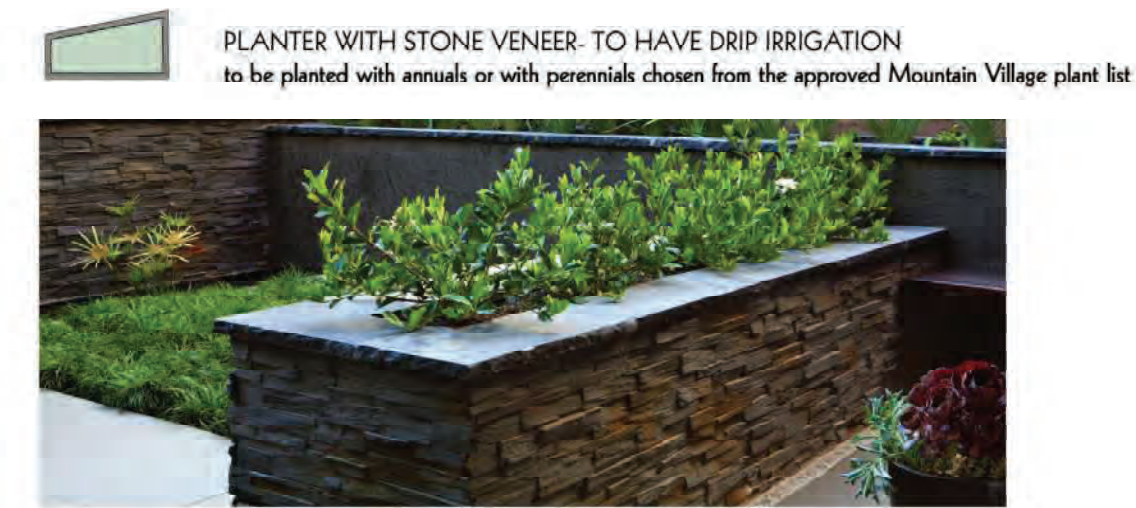
4 Floor 5
Scale: 1" = 30'-0"



PAVERS WITH SNOW MELT



SPA WITH STONE VENEER



PLANTER WITH STONE VENEER. TO HAVE DRIP IRRIGATION to be planted with annuals or with perennials chosen from the approved Mountain Village plant list

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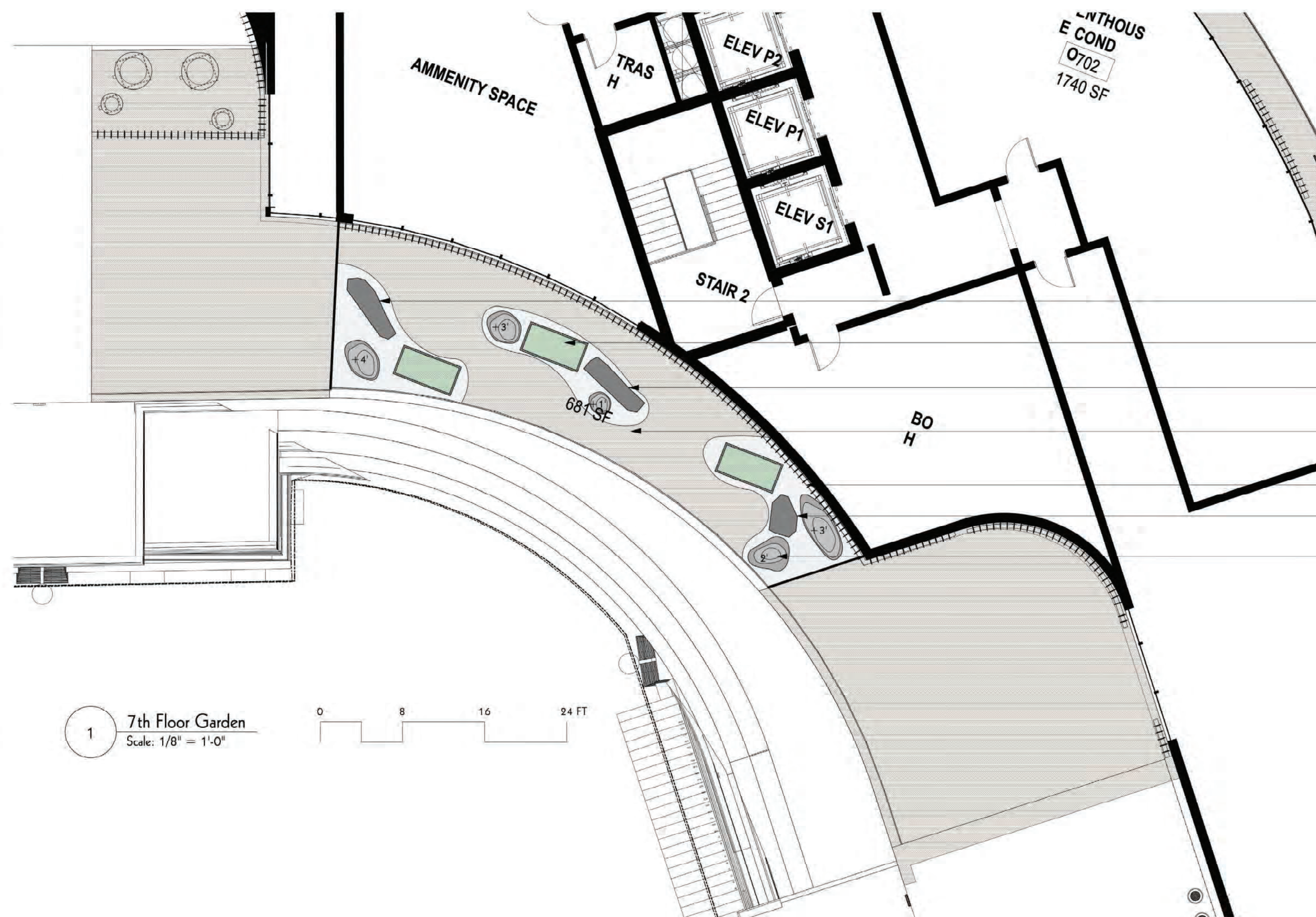
LOT 109R PUD AMENDMENT FINAL
DRB SUBMITTAL 10.21.2022

SEAL

JOB NO.

Landscape Floors
2-5

L1.03



CRUSHED ROCK



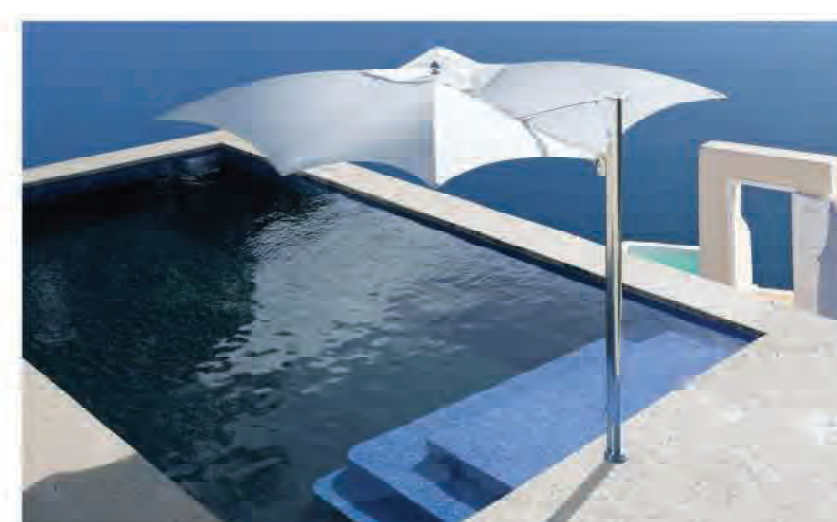
CARVED SLAB BENCE



POOL/SPA W/ STONE



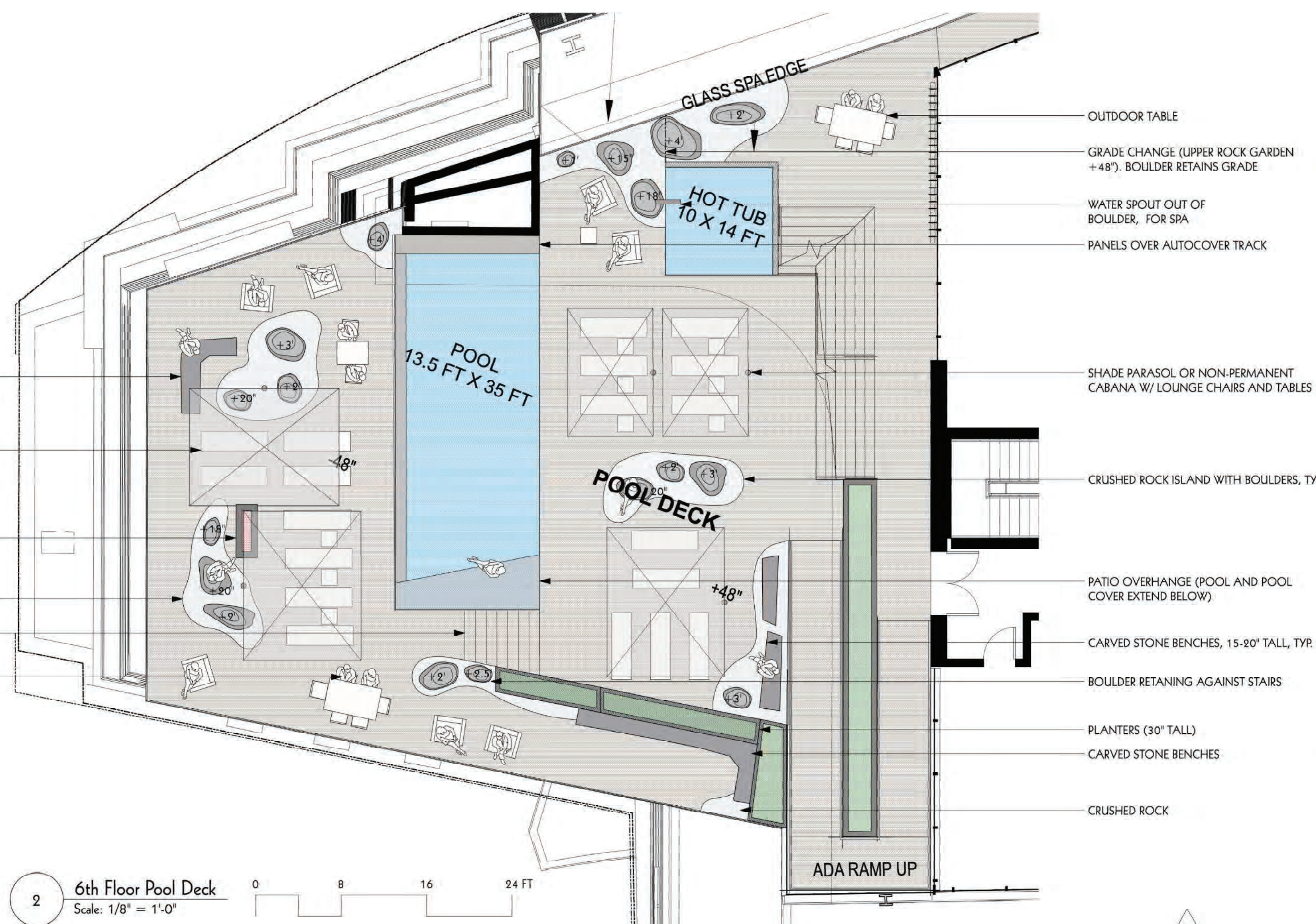
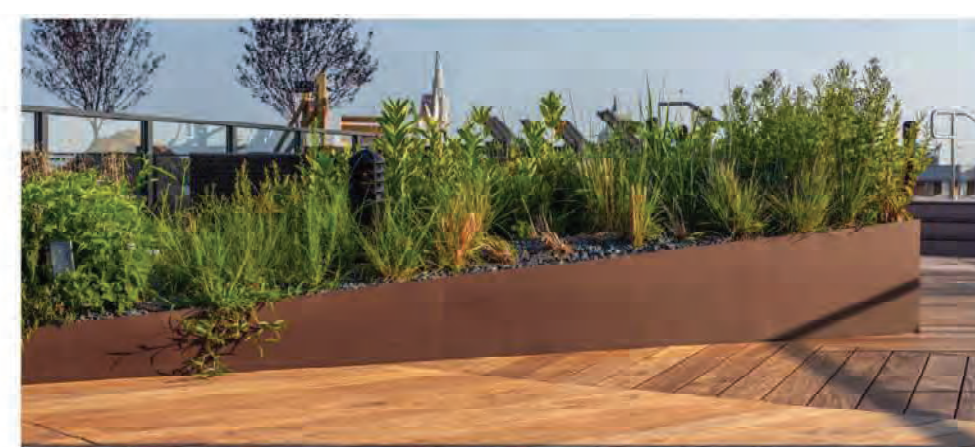
MOUNTED/REMOVABLE PARASOL
W/ SUITABLE WIND RATING



FIRE PIT



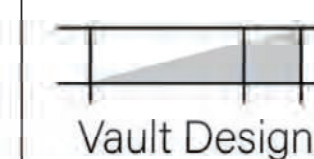
PLANTER WITH STEEL VENEER- TO HAVE DRIP IRRIGATION
to be planted with annuals or with perennials chosen from the approved Mountain Village plant list



CHEF'S PLANTER BOXES- TO HAVE DRIP IRRIGATION



PAVERS WITH SNOW MELT

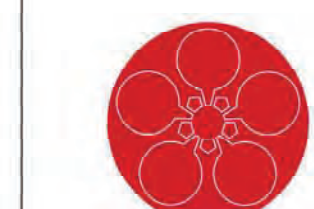


Vault Design

Vault Design, LLC
520 W FIR WAY
LOUISVILLE, CO 80027



Uncompahgre
Engineering, LLC



MARPA
landscape architecture + construction



AE DESIGN
Integrated Lighting and Electrical Solutions
1000 West 10th Avenue, Suite 1000
Denver, CO 80202 | 303.733.1000
aedesign.com

SIX SENSES HOTEL
LOT 109R
MOUNTAIN VILLAGE, CO

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ON SITE.

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COUNCIL CONTINUANCE SUBMITTAL
08.08.2022

LOT 109R PUD AMENDMENT FINAL
DRB SUBMITTAL 10.21.2022

SEAL

JOB NO.

Landscape Floors
6-7

L1.04

SIX SENSES HOTEL
LOT 109R
MOUNTAIN VILLAGE, CO

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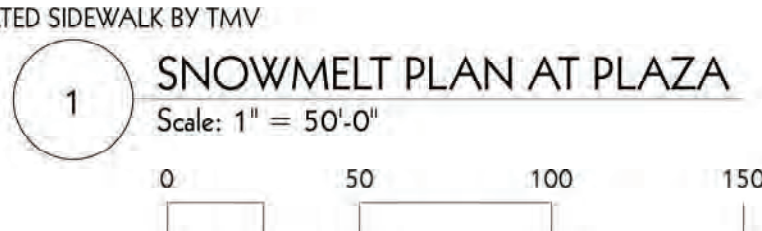
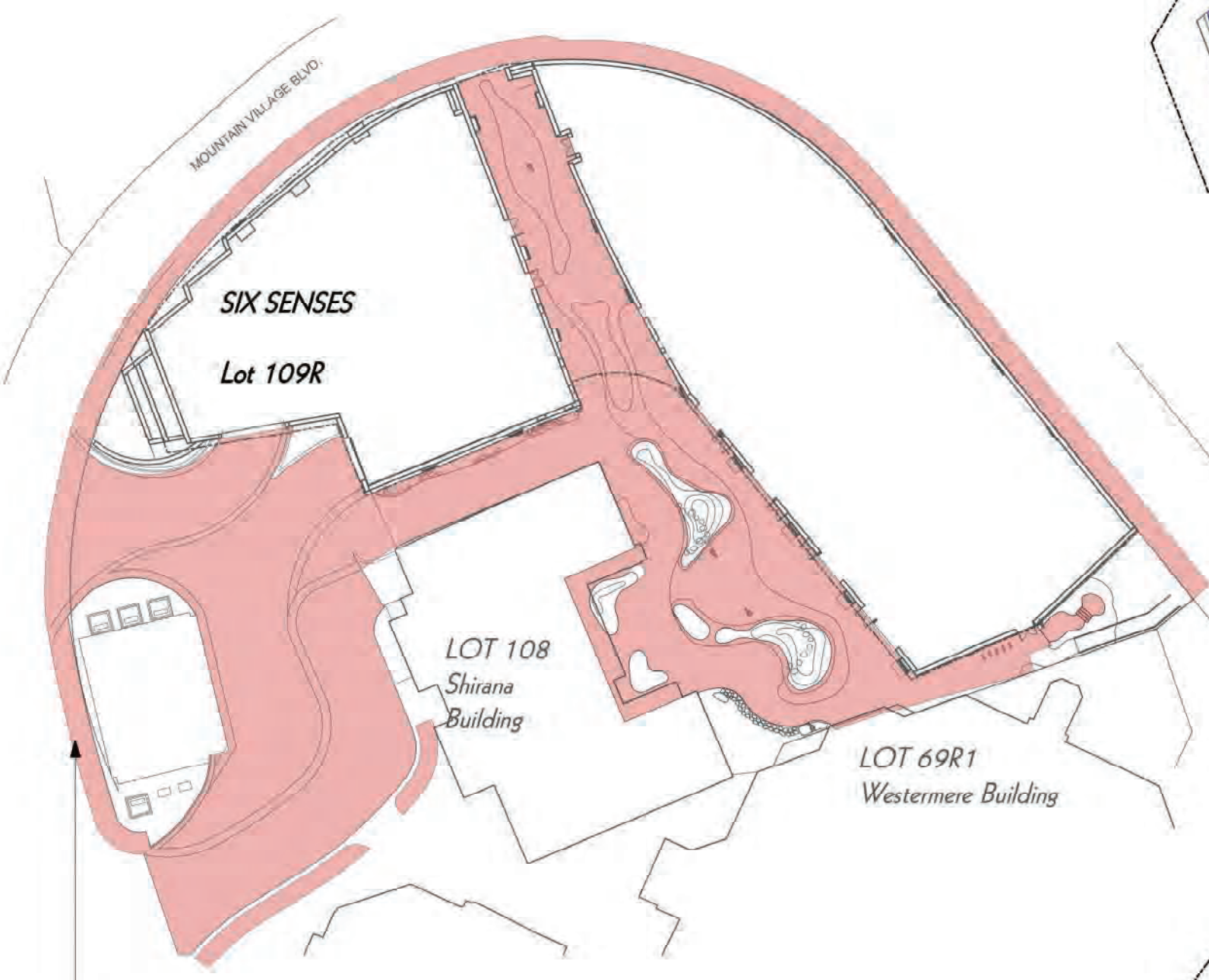
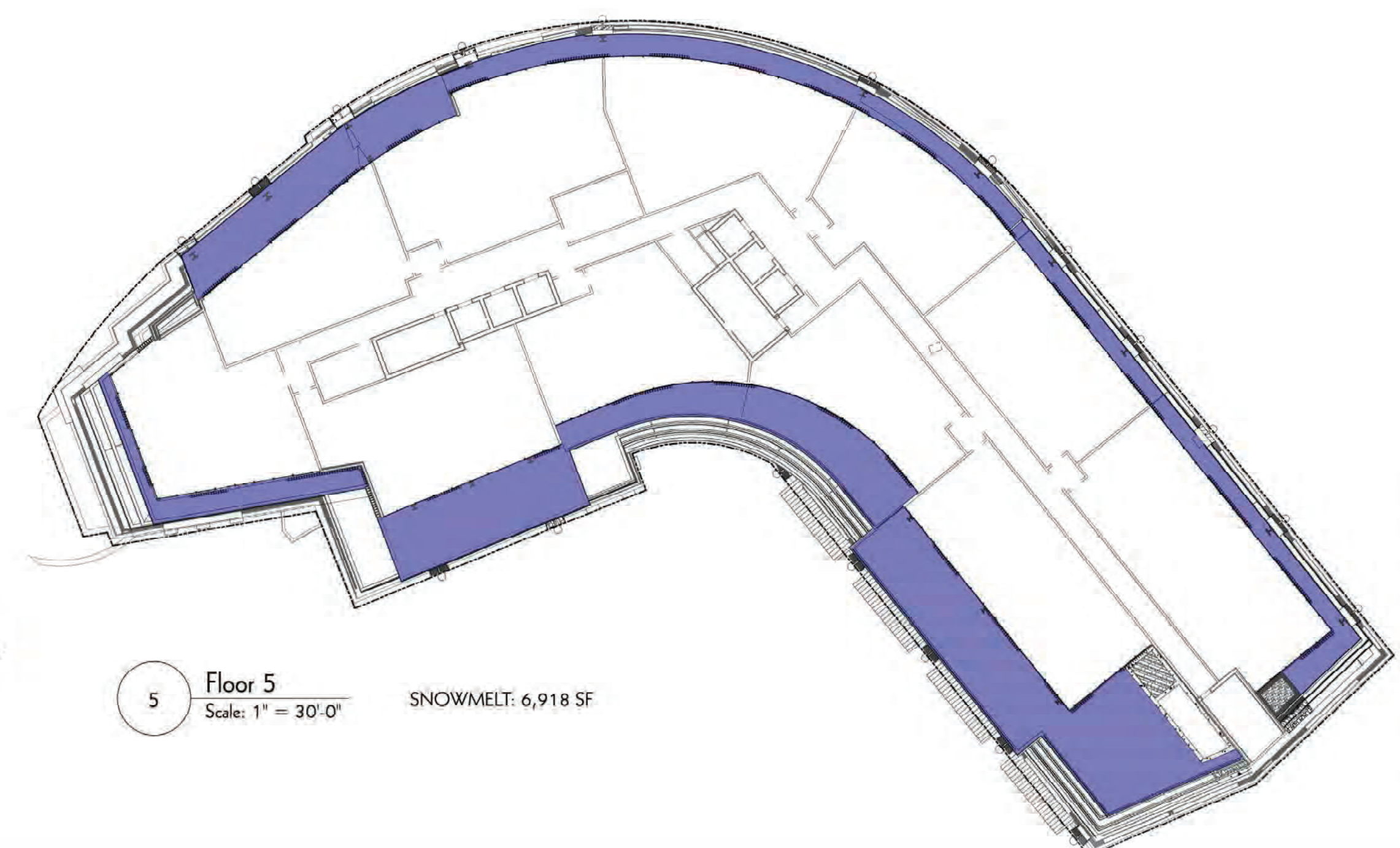
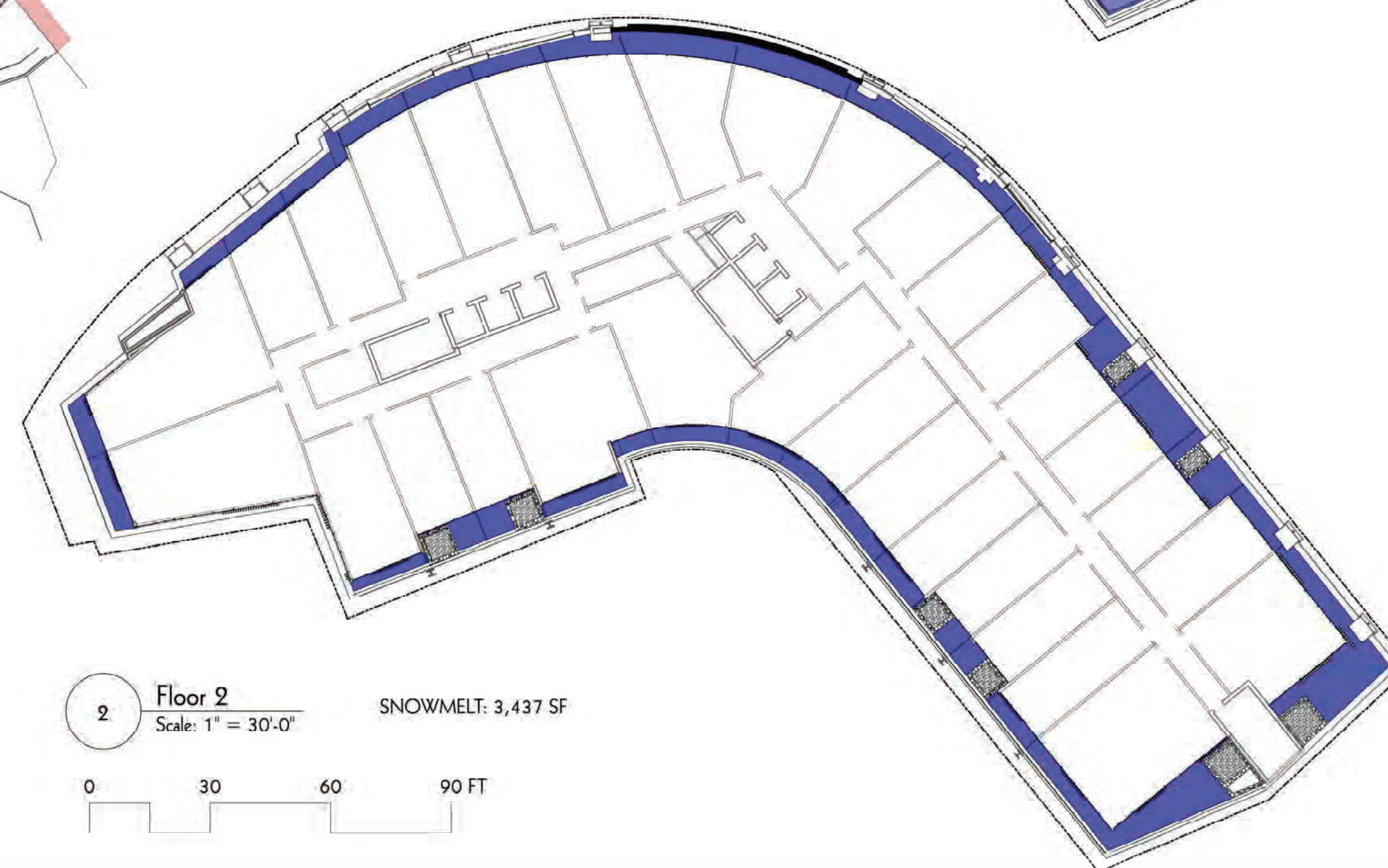
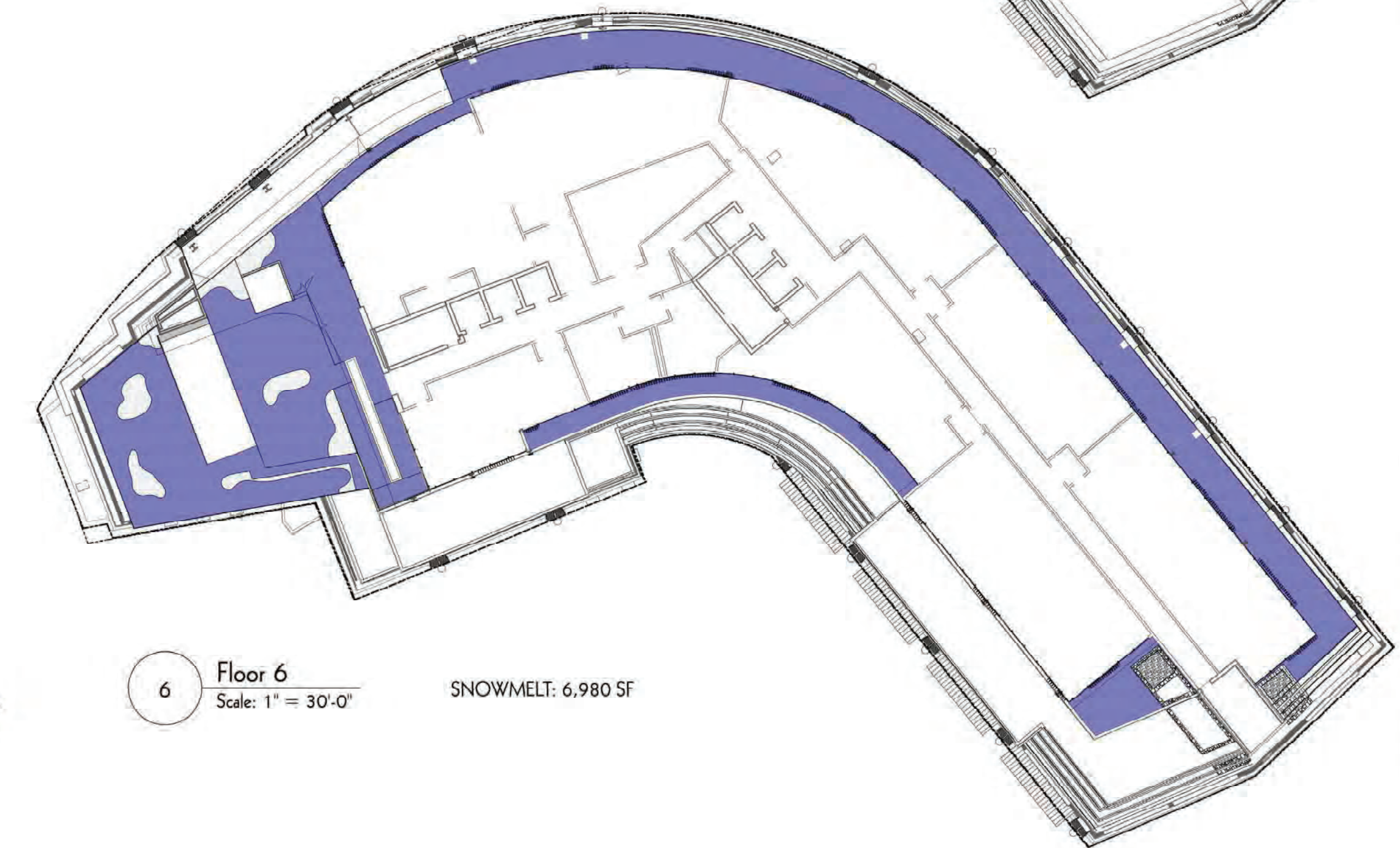
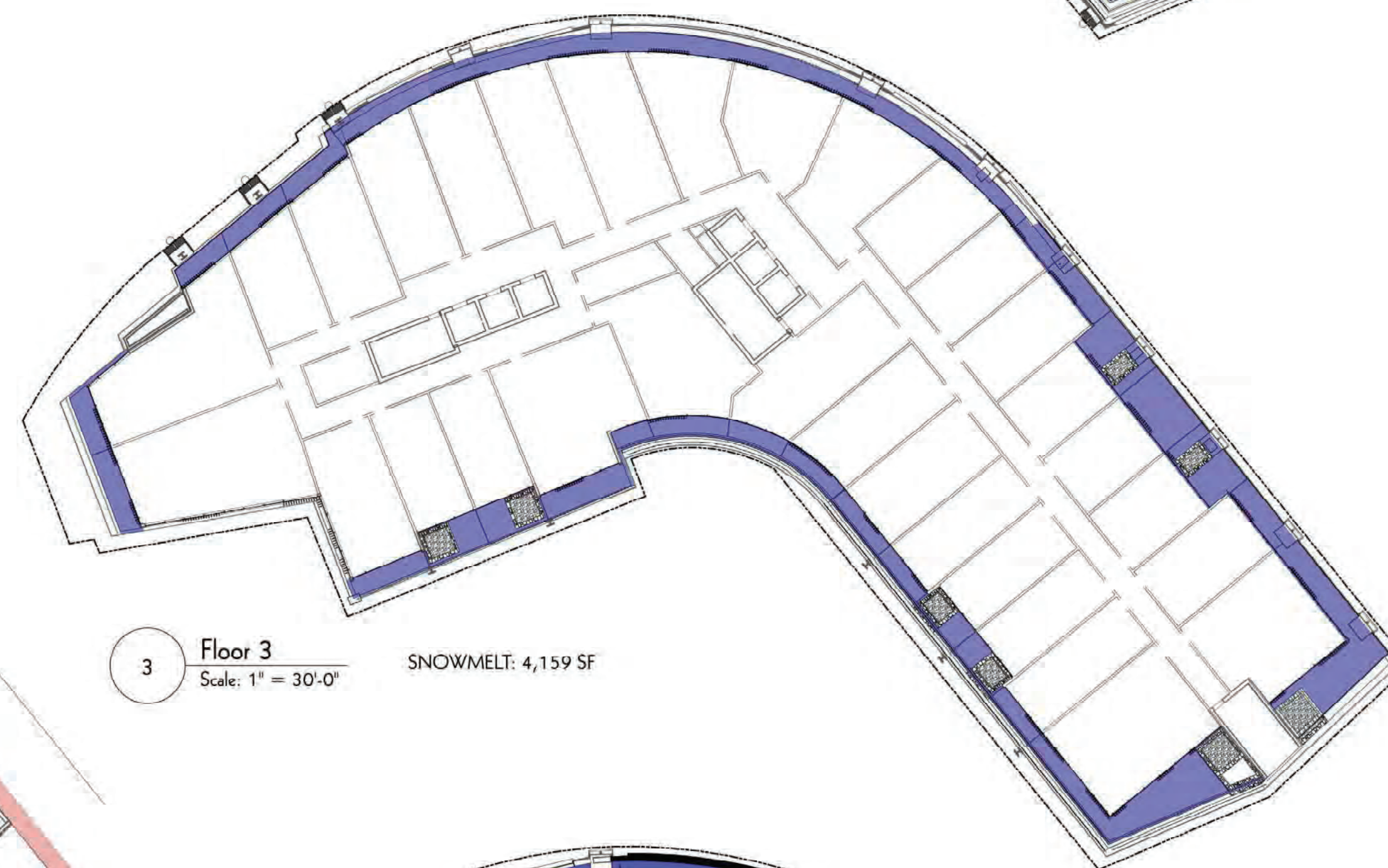
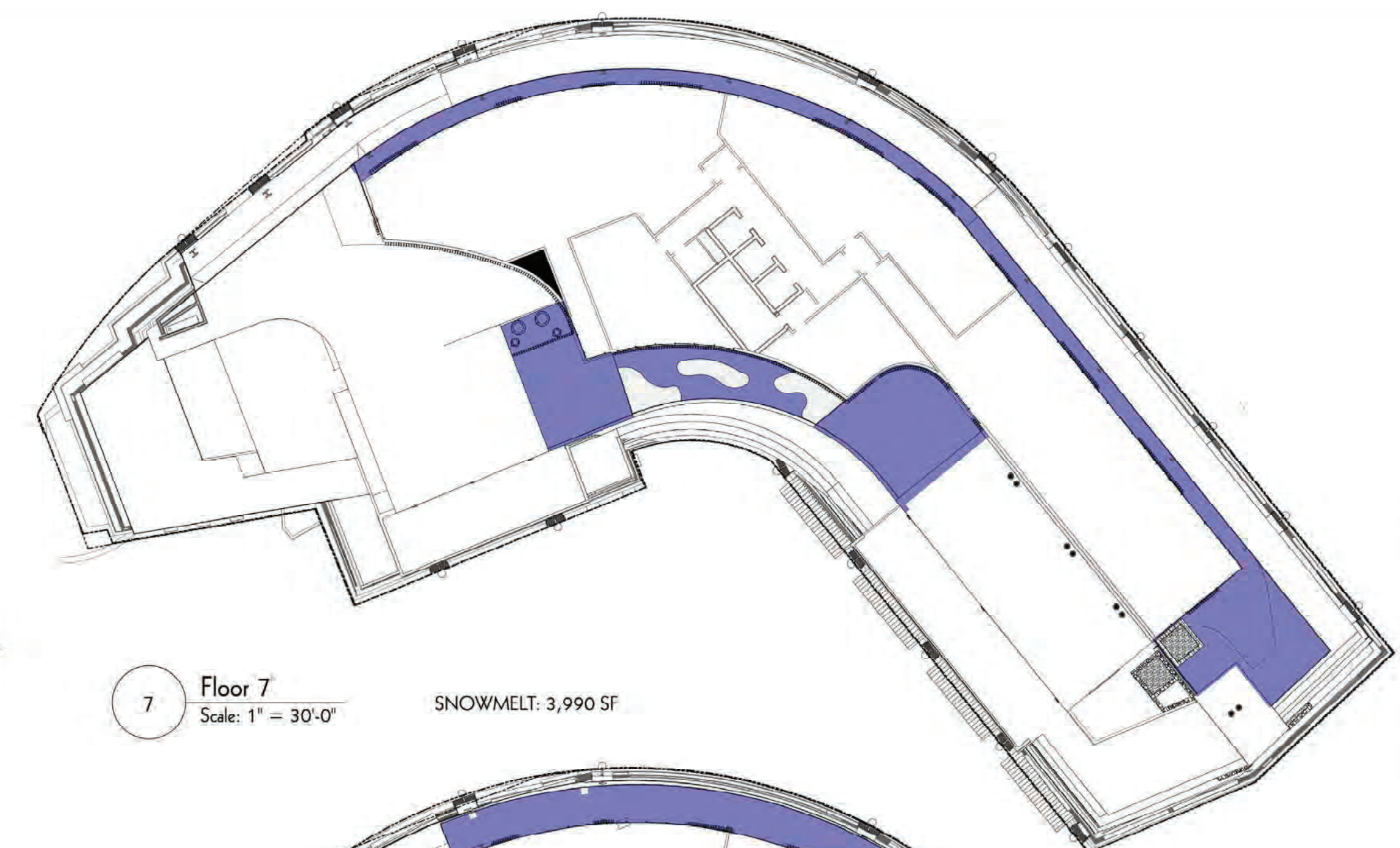
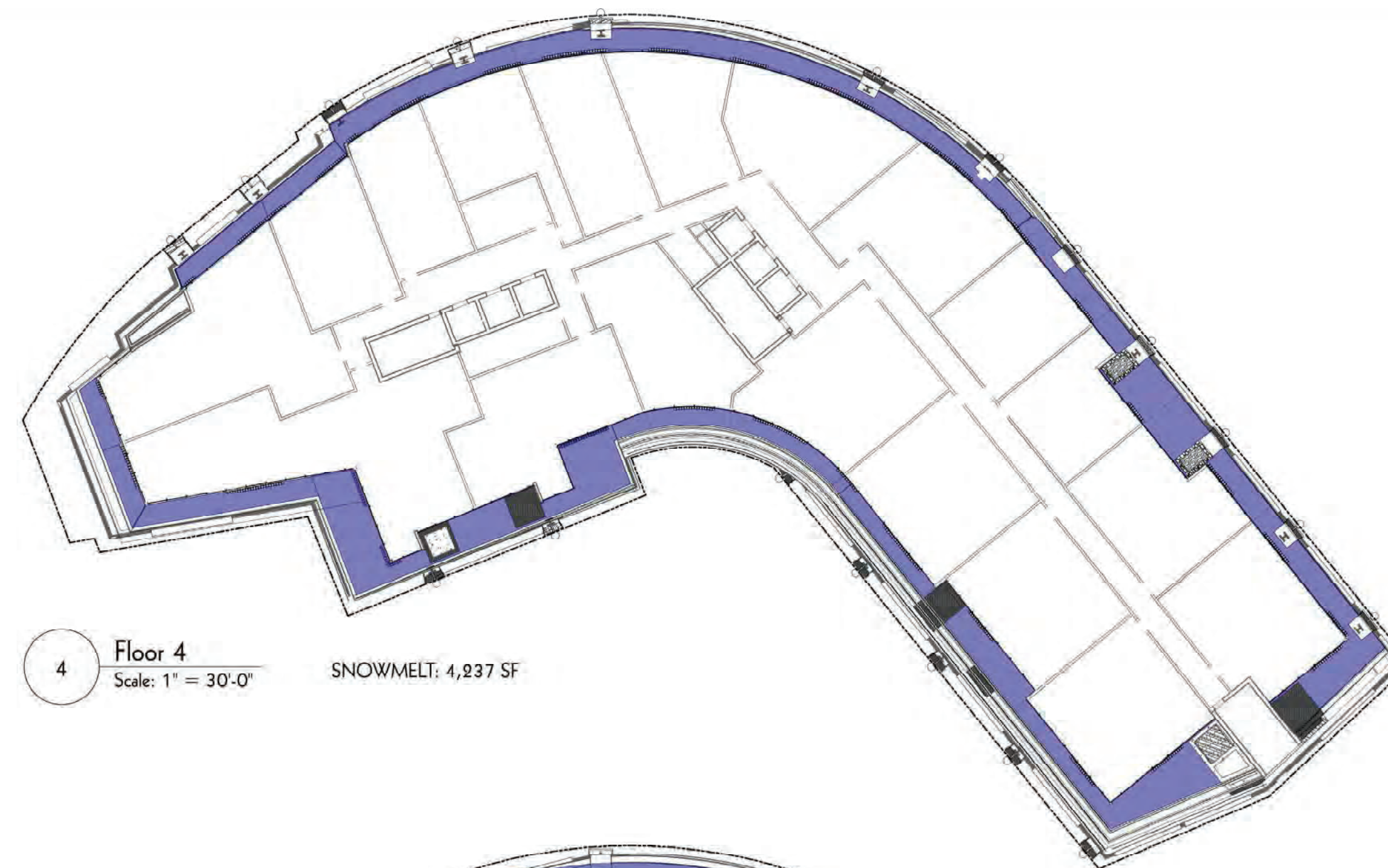
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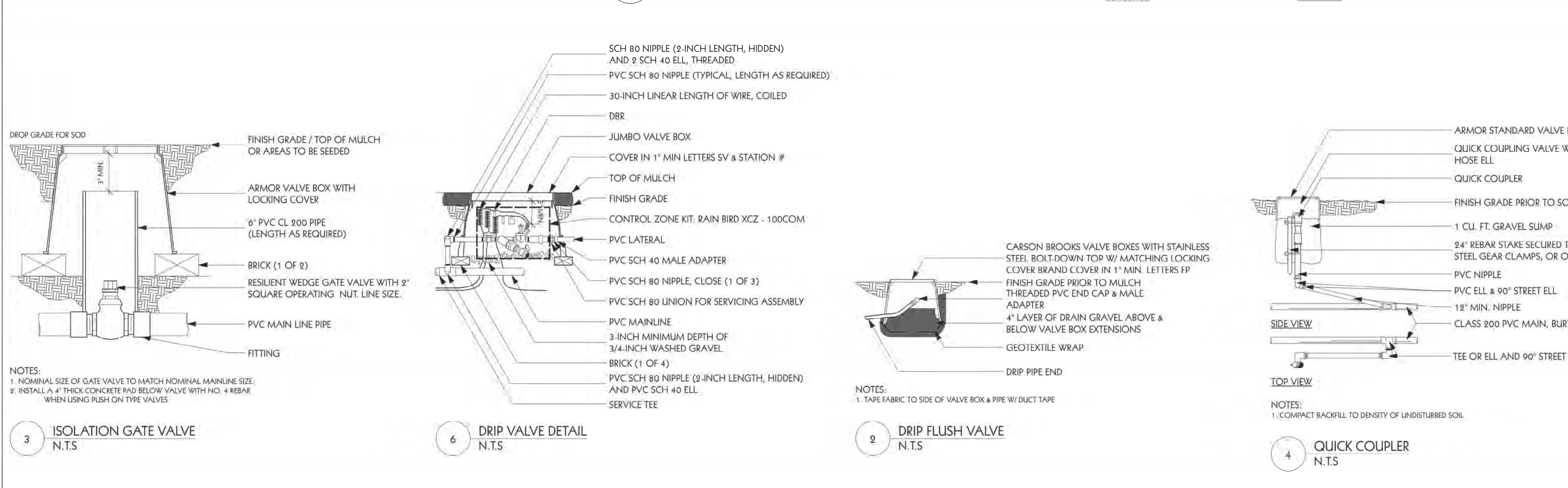
SEAL

JOB NO.

Snowmelt
Diagram

L2.02







PLANT SCHEDULE

	QTY	COMMON NAME	BOTANICAL NAME	SCHEDULED SIZE	HEIGHT	SPREAD	SPACING	WATER RANGE	COMMENTS
Groundcover									
Ornamental Grasses									
Perennials									
Shrubs									
Trees									
	9	Quaking Aspen	Populus tremuloides	2 - 3' B&B	20 - 50 ft	90 - 30 ft	18'0"	Medium	Mix of single stem and clump form
	1	White Fir	Abies concolor	8 - 12' B&B	40 - 60 ft	90 - 30 ft	15'0"	Medium	
Vines									

- NOTES
- 1) PLANTING IS SUBJECT TO WEATHER AND PLANT AVAILABILITY.
 - 2) PLANTING WINDOW FOR PERENNIALS, GRASSES, & EVERGREENS IS GENERALLY BETWEEN MAY 15 AND OCTOBER 15, WEATHER PENDING.
 - 3) SEE PLANTING DETAILS ON L7.01.

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SEAL

JOB NO.

Plaza Planting
Plan

L4.01