

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE,  
COLORADO APPROVING ENCROACHMENTS INTO TRACT OSP-13B FOR SUBSURFACE  
SHORING FOR THE ADJACENT PROPOSED DEVELOPMENT ON LOT 389**

**RESOLUTION NO. 2024-1017-18**

WHEREAS, Nicole Pieterse (the “Applicant”), on behalf of Jack Wesson Architects (the “Architect”) and Telluride 389, LLC (the “Owner”), has applied for encroachments on Town-owned Tract OSP-13B (the “Property”) for necessary subsurface shoring for the proposed development of a single-family residence on Lot 389; and

WHEREAS, the Owner owns the Property, and the Design Review Board (“DRB”) has separately approved a design review application for the proposed development thereon; and

WHEREAS, as a condition of the DRB’s approval, the Applicant must obtain permission from the Town for any encroachments onto the Property by entering into a license agreement with the Town for any approved use; and

WHEREAS, for purposes of this Resolution the “Application” consists of the materials submitted to the Town and itemized on Exhibit A, plus all statements, representations, and additional documents of the Applicant and its representatives made or submitted at the public meetings before the Town Council; and

WHEREAS, the Town Council held a public hearing on October 17, 2024, to consider the Application and testimony and comments from the Applicant, Town Staff, and members of the public, and such other information as may be included in the record of the hearing, and voted unanimously to approve the Application; and

WHEREAS, the public hearing to consider the Application was duly noticed and held in accordance with the Town’s Community Development Code (“CDC”); and

WHEREAS, pursuant to CDC Section 17.3.22(2), Town Staff determined that the requested encroachment is substantial and, therefore, should be reviewed by the Town Council as a Class 5 Review; and

WHEREAS, the Town Council, in its discretion, may allow for encroachments into Town open space; and

WHEREAS, the Town Council now desires to approve the Application, subject to the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Mountain Village, Colorado, that:

**Section 1. Recitals.** The above recitals are hereby incorporated as findings of the Town Council in support of the enactment of this Resolution.

**Section 2. Approval.** The Town Council hereby approves encroachments into the Property for necessary subsurface shoring, earthwork, tree removal and related work for the proposed development on Lot 389, as more particularly described in the Application and the agreement outlined in Condition No. 2 below. The Town Council authorizes the Town Manager to approve and execute any agreements necessary in accordance with this approval.

**Section 3. Conditions.** The Approval is subject to the following terms and conditions:

- 1) Prior to execution of and as a condition of the agreement outlined in Condition No. 2 below, the Owner shall execute a vacation and termination of the existing earthwork easement attached hereto as Exhibit B.


The form of such agreement shall be reviewed and approved by the Town Attorney and may be executed by the Town Manager without further action of the Town Council.

- 2) As required by CDC Section 17.3.22 and the DRB's approval, the Applicant shall enter into the license agreement attached hereto as Exhibit C prior to the issuance of a building permit for the development on Lot 389. The form of such agreement shall be reviewed and approved by the Town Attorney and may be executed by the Town Manager without further action of the Town Council.
- 3) The encroachments approved herein are premised on the site-specific design approval. If the design approval expires, this encroachment approval also expires.
- 4) An updated as-built exhibit showing all constructed encroachments will be recorded with the license agreement and recorded with the County prior to the issuance of a Certificate of Occupancy.

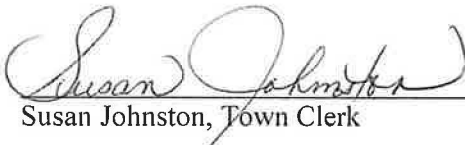
**Section 4. Effective Date.** This Resolution shall be in full force and effect upon its passage and adoption.

**ADOPTED AND APPROVED** by the Town of Mountain Village Town Council at a regular public meeting held on October 17, 2024.

TOWN OF MOUNTAIN VILLAGE, COLORADO

By:   
Marti Prohaska, Mayor

ATTEST:

  
Susan Johnston, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David McConaughy, Town Attorney

Exhibit A

[LIST OF APPLICATION MATERIALS]

Exhibit B

[VACATION AND TERMINATION OF EASEMENT]

Exhibit C

[SHORING EASEMENT AGREEMENT]

**VACATION AND TERMINATION OF EASEMENT**

This VACATION AND TERMINATION OF EASEMENT is entered into on this 17th day of October, 2024 by and between MOUNTAIN VILLAGE, a Colorado home rule municipality (“**Grantor**”), and TELLURIDE 389, LLC, a Colorado limited liability company whose address is 2881 E La Cresta Ave., Anaheim, CA 92651 (“**Grantee**,” and together with Grantor, the “**Parties**”).

WHEREAS, Grantee owns certain real property in San Miguel County, Colorado located at TBD A. J. DRIVE, Mountain Village, and legally described as:

LOT 389, TELLURIDE MOUNTAIN VILLAGE, ACCORDING TO THE INSUBSTANTIAL AMENDMENT AND FINAL PLAT FOR PRELIMINARY PLATTED LOT 389 RECORDED FEBRUARY 21, 1997 IN PLAT BOOK 1 AT PAGE 2201, COUNTY OF SAN MIGUEL, STATE OF COLORADO

(“**Lot 389**”);

WHEREAS, Grantor owns that certain open space parcel of real property located adjacent to Lot 389 and known as:

OSP 13-B, MOUNTAIN VILLAGE, COUNTY OF SAN MIGUEL, STATE OF COLORADO

(“**OSP 13-B**”); and

WHEREAS, a letter agreement dated June 2, 1998 was recorded in the real property records of the San Miguel County, Colorado Clerk and Recorder on July 14, 1998 under Reception No. 319980 (“**Original Easement**”), which granted an earthwork easement for the benefit of Lot 389 upon OSP 13-B.

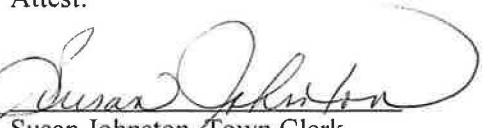
C. The Parties desire to vacate and terminate the Original Easement.

NOW THEREFOR, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, and subject to the terms and conditions hereof, the Parties hereby vacate and terminate the Original Easement.

IN WITNESS WHEREOF, the undersigned have executed and delivered as of the Effective Date.

**GRANTOR:**  
TOWN OF MOUNTAIN VILLAGE, COLORADO

By:   
Martinique Prohaska, Mayor

Attest:  
  
Susan Johnston, Town Clerk



**NARRATIVE**

**LOT 389 – GE Encroachment Agreement  
OSP 13-B –Subsurface Shoring Easement  
September 17, 2024**

At its December 7, 2023 meeting, the DRB unanimously approved a single-family residence on Lot 389, TBD AJ Drive. As a condition of DRB approval, Applicant requests Town Council's approval of a new General Easement ("GE") Encroachment Agreement and a subsurface Shoring Easement Agreement to facilitate such development.

**Updated Lot 389 General Easement Encroachment Agreement**

In 1998, Mountain Village issued a General Easement Encroachment Agreement (recorded at Reception No. 319979) allowing "earthworks berms and trees" within the GE of Lot 389. Applicant would like to replace the existing GE Encroachment Agreement with an updated GE encroachment agreement that allows for a system of terraced engineered concrete retaining walls (rather than a taller/larger single retaining wall) as depicted on the HEARING EXHIBIT submitted herewith.

**Updated Easement OSP 13-B**

Open Space Tract OSP 13-B, owned by Mountain Village, adjoins the southern boundary of Lot 389. In 1998, a "Lot 389 earthwork easement" (recorded at Reception No. 319980) was entered between a prior owner of Lot 389 and the previous OSP 13-B owner (Telluride Ski and Golf Company). The 1998 easement allows for earthwork berms and recontouring (in conjunction with the same work in the GE of Lot 389).

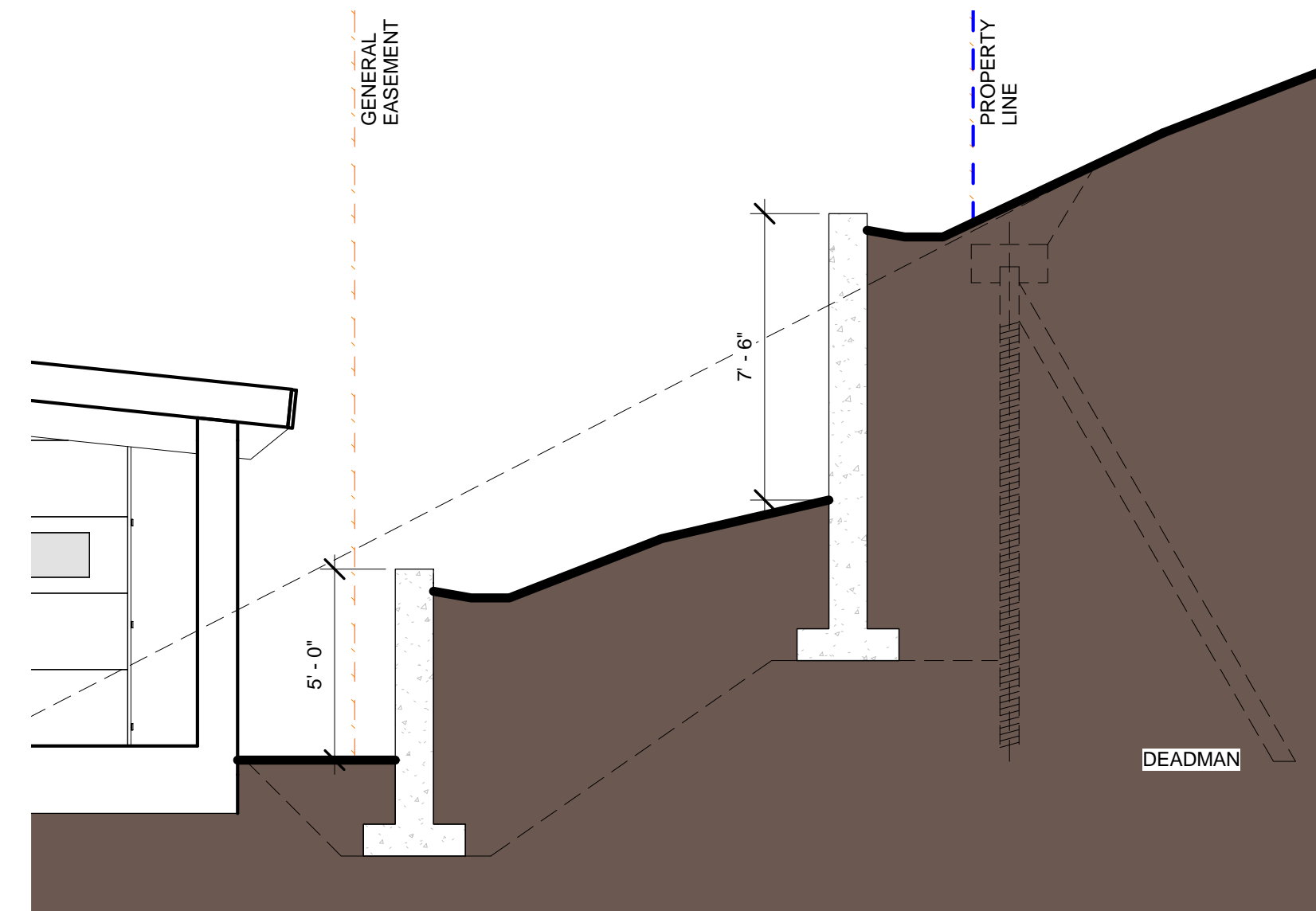
Applicant would like to terminate the 1998 earthwork easement and replace it with one that allows for subsurface shoring (and includes a temporary easement for earthwork, tree removal and revegetation and related work for installing subsurface shoring) within OSP 13-B. Submitted herewith is a proposed draft Vacation and Termination of Easement and a proposed draft Subsurface Shoring Easement prepared by Applicant and reviewed by Mountain Village planning staff and attorney.

Respectfully submitted,

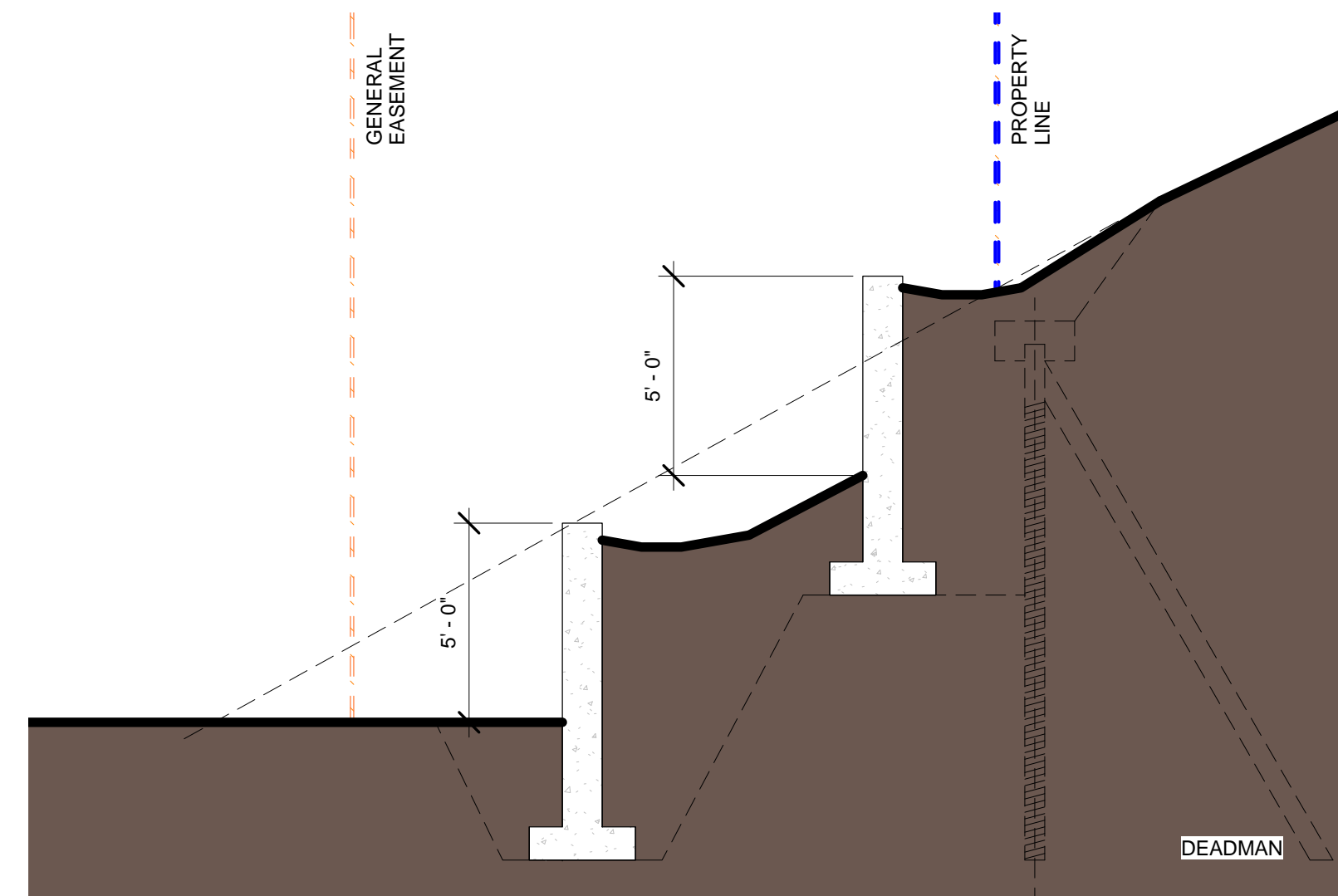
Law Office of Nicole Y. Pieterse, P.C., Applicant  
Telluride 389, LLC, Owner



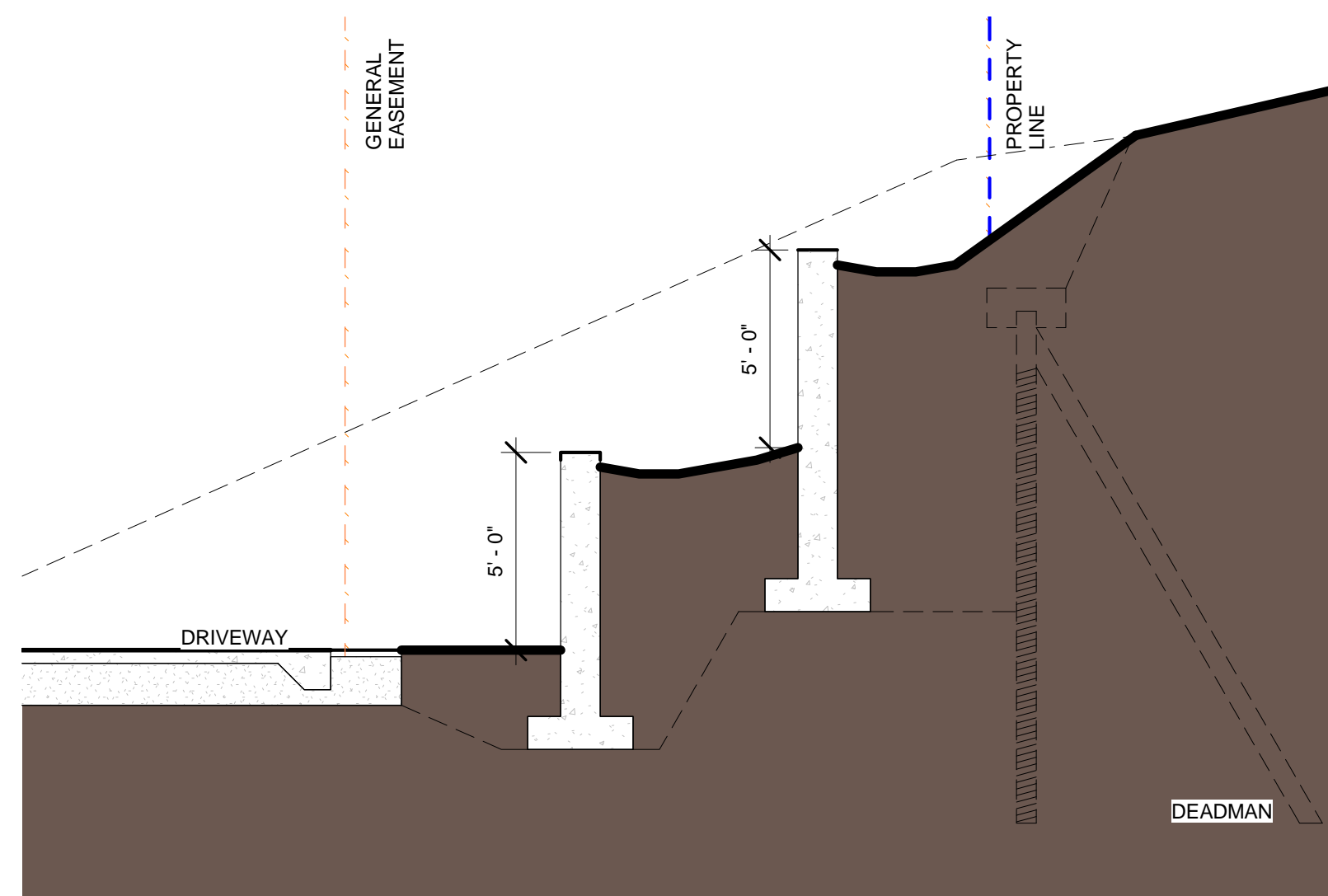
HEARING EXHIBIT



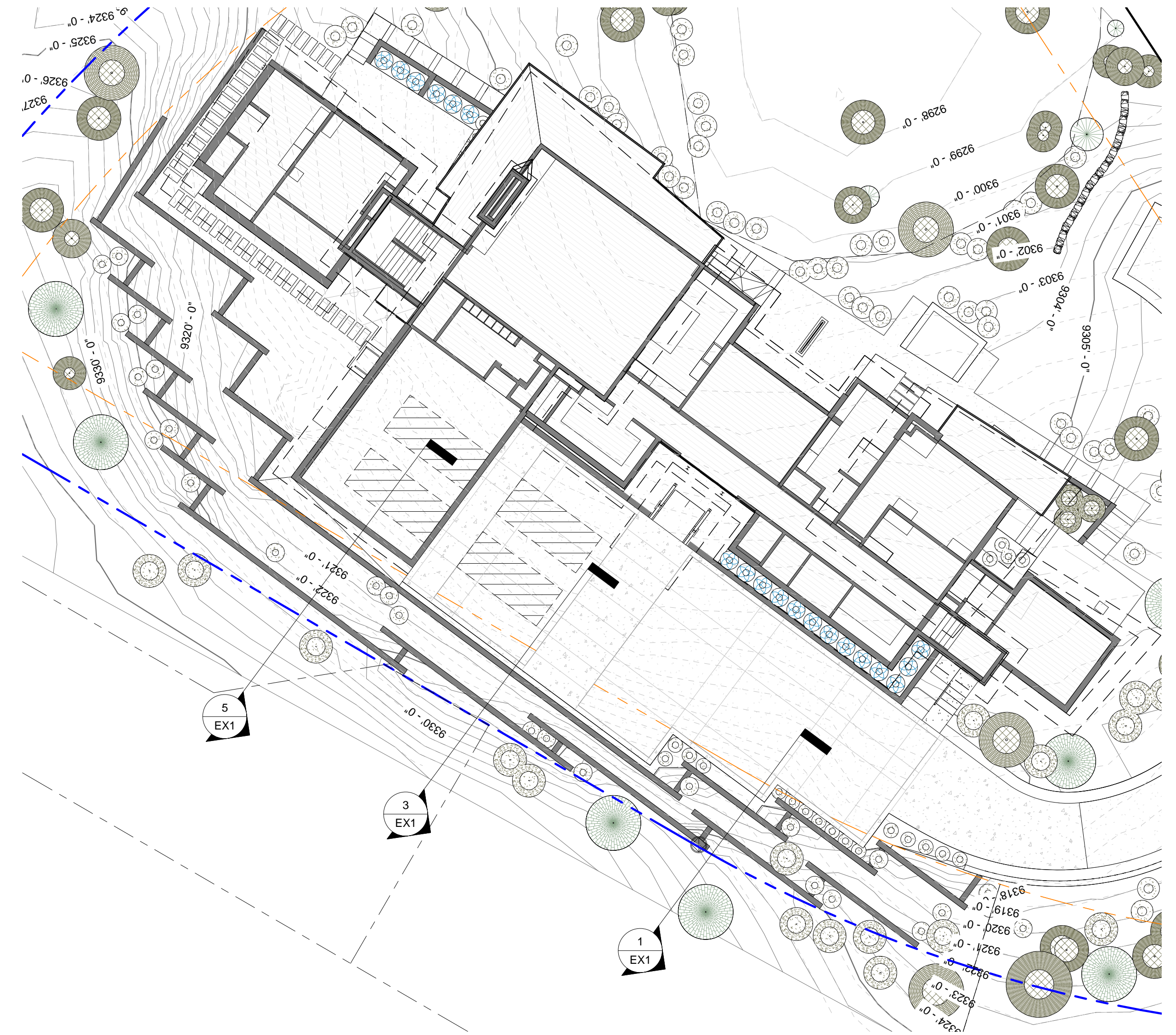
5 RETAINING WALL- TERRACED 3  
1/4" = 1'-0"



3 RETAINING WALL- TERRACED 2  
1/4" = 1'-0"



1 RETAINING WALL- TERRACED 1  
1/4" = 1'-0"



A REFERENCE SITE PLAN  
1/16" = 1'-0"

NOT FOR CONSTRUCTION



**JACK WESSON**  
ARCHITECTS INC.

110 SOUTH PINE ST. #100  
TELLURIDE, COLORADO  
81435  
TEL: 970.728.6755  
FAX:  
970.728.9724  
jwesson@me.com  
www.jackwessonarchitects.com

9-5-23	SITE SECTIONS	
7-10-23	SITE SECTIONS	
3-29-23	SITE SECTIONS	
2-6-23	DRB APPLICATION	
9-20-22	DRB APPLICATION	
7-14-22	DRB PLANS	
6-28-22	DRB PLANS	
5-5-21	BEAMS AND BRACKETS	
5-4-21	ROOF DROPPED KIMBETH	
4-27-21	NEW OFFICE	
4-7-21	NEW OFFICE/ENTRY	
3-22-21	AREA CALCS	
2-10-21	REVISED SET	
1-12-21	WOOD FRAMED ROOF	
1-6-21	NORTH WINDOW DESIGN	
4-21-20	OPTION R	
1-20-20	REVIT 3D PLAN	
1-16-20	REVIT 3D	
12-18-19	REVIT 3D	
MARK	REV. DATE	DESCRIPTION

PROJECT NAME: **LOT 389**  
**MOUNTAIN VILLAGE**  
COLORADO 81435

SHEET DESCRIPTION:  
**EXHIBIT-RETAINING**  
**WALL IN GE**

SHEET NUMBER:  
**EX1**

PROJECT NAME:  
PROJECT  
MANAGER:  
DRAWN BY:  
REVIEWED BY:  
2006 JWR

Printed Regular



Details: 477904216105

[Linking from feature](#)  
[essor Data Site](#)  
[Property Detail Report](#)

Owner Mailing Address  
MOUNTAIN VILLAGE  
MOUNTAIN VILLAGE BLVD SUITE A  
MOUNTAIN VILLAGE CO 81435

Address and City (if assigned)  
MOUNTAIN VILLAGE  
477904216105  
089916105  
Unit 108  
Sub OSP 13B MOUNTAIN VILLAGE  
Type Exempt

Description  
PARCELS OF LAND LYING IN THE NE QUARTER OF

[View Additional Details](#) | [Run a Report](#)





## SHORING EASEMENT AGREEMENT

THIS SHORING EASEMENT AGREEMENT (“**Agreement**”) is entered into on this \_\_\_ day of \_\_\_\_\_, 2024 by and between MOUNTAIN VILLAGE, a Colorado home rule municipality (“**Grantor**”), and TELLURIDE 389, LLC, a Colorado limited liability company whose address is 2881 E La Cresta Ave., Anaheim, CA 92651 (“**Grantee**,” and together with Grantor, the “**Parties**”).

WHEREAS, Grantee owns certain real property in San Miguel County, Colorado located at TBD A. J. DRIVE, Mountain Village, and legally described as:

LOT 389, TELLURIDE MOUNTAIN VILLAGE, ACCORDING TO THE INSUBSTANTIAL AMENDMENT AND FINAL PLAT FOR PRELIMINARY PLATTED LOT 389 RECORDED FEBRUARY 21, 1997 IN PLAT BOOK 1 AT PAGE 2201, COUNTY OF SAN MIGUEL, STATE OF COLORADO

(“**Lot 389**”);

WHEREAS, Grantor owns that certain open space parcel of real property located adjacent to Lot 389 and known as:

OSP 13-B, MOUNTAIN VILLAGE, COUNTY OF SAN MIGUEL, STATE OF COLORADO

(“**OSP 13-B**”); and

WHEREAS, Grantee plans to build a residence, driveway and retaining walls system on Lot 389, which retaining walls require subsurface shoring that encroaches into OSP 13-B.

WHEREAS, the Parties desire to enter into this Agreement whereby Grantee will hold easements to install and maintain subsurface shoring and associated work as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, and its employees, contractors, and representatives, an easement (“**Temporary Easement**”) under and within OSP 13-B for subsurface shoring and for access, installation, and for earthwork, tree removal and revegetation and other reasonably ancillary uses for the limited purpose of installing subsurface shoring within OSP 13-B (the “**Work**”) in the area depicted on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Easement Area**”). The Temporary Easement will automatically expire upon issuance of a Certificate of Occupancy for the residence to be constructed on Lot 389 or five (5) years following the date of recording this Agreement, whichever is earlier. Revegetation specifications are set forth on **Exhibit A**. Grantor further grants to Grantee, its successors and assigns, and its employees, contractors, and representatives, after completion of the Work, a non-exclusive perpetual easement on, over, across, under, and within the Easement Area to maintain, repair, and replace such subsurface shoring if and as necessary to support the viability of the retaining wall system for Lot 389 from time to time (“**Shoring Easement**”).

2. **Responsibilities of Grantee.** Grantee will perform, or cause to be performed, all Work in accordance with applicable local and state regulations, including obtaining any requisite approvals from regulatory authorities for the installation and use of the Temporary Easement.

3. **Indemnification.** Grantee shall defend, indemnify, and hold Grantor harmless from and against all personal injury, property damage, costs, expenses, liabilities and damages (including reasonable attorneys' fees and expenses of litigation) incurred by Grantor arising out of or resulting from the Work and uses associated with the easements granted herein that is caused or occasioned by the actions or omissions of Grantee, or any of its permittees, provided that any such claim, damage, loss, or expense is not caused by Grantor's own negligence.

4. **Default.** If any party fails to perform in accordance with the terms and conditions of this Agreement or is otherwise in breach or default of any of the terms or conditions of this Agreement (in any case, a "**default**"), then the non-defaulting party shall give notice of the default to the other party and that party shall have thirty (30) days thereafter in which to cure such default. If the nature of the default is not curable within such time period and the defaulting party is diligently proceeding in its efforts to cure the breach, the cure period shall be extended for a period not to exceed one hundred twenty (120) days, unless otherwise agreed by the non-defaulting party. If a default is not cured within the applicable cure period, if any, then the non-defaulting party, at its election and without obligation to do so, may take such action and expend such sums as the non-defaulting party in its ordinary business judgment may deem necessary or appropriate to cure the subject default, in whole or in part, or to protect the interests of the non-defaulting party. All sums, including attorneys' fees, incurred by the non-defaulting party in connection with the consideration or exercise of this remedy shall be due and payable from the party in default within ten (10) days after demand, from time to time.

5. **General Remedies.** Any default by a party that is not cured within any applicable cure period established in section 4 above may be enforced by any or all of the foregoing remedies, and any other remedies available at law or equity or by statute, and all such rights and remedies shall be cumulative with and non-exclusive of one another, and may be exercised concurrently or successively as the non-defaulting party may elect. No exercise of any one remedy shall constitute or be construed as an election to the bar of any other remedy. In connection with any exercise or pursuit of its remedies under this Agreement, whether or not legal proceedings are actually commenced, the non-defaulting party shall be entitled to recover from the other party any and all attorneys' fees and court costs that the non-defaulting party may incur in connection therewith.

6. **Notices.** All notices required or permitted by this Agreement shall be in writing and shall be effective and deemed received at the earliest of: (a) when actually delivered and received, personally, by mail, by messenger services or by fax delivery; (b) seventy-two (72) hours after being postmarked in the United States mail, certified, return receipt requested; (c) on the next business day after deposit for delivery by a nationally recognized overnight courier service such as Federal Express; or (d) on the date sent by e-mail, provided that a delivery receipt for the e-mail (which receipt may be automated), showing the date the e-mail was sent, is given to the sender. All such notices shall be furnished with delivery or postage charges prepaid and addressed to the respective parties as follows:

To Grantor:                      Town Manager  
    Town of Mountain Village  
    411 Mountain Village Blvd.  
    Mountain Village, CO 81435  
    [pwisor@mtnvillage.org](mailto:pwisor@mtnvillage.org)

*With a copy to:*                David H. McConaughy, Esq.  
    Garfield & Hecht, P.C.  
    910 Grand Ave., Ste. 201  
    Glenwood Springs, CO 81601

[dmcconaughy@garfieldhecht.com](mailto:dmcconaughy@garfieldhecht.com)

To Grantee: Dennis Buccola, Manager  
Telluride 389, LLC  
2881 E La Cresta Ave., Anaheim, CA 92651  
djbuccola@gmail.com

7. **Entire Agreement.** This Agreement memorializes and constitutes the final, complete, and exclusive agreement and understanding between the Parties. It supersedes and replaces all prior negotiations, proposed agreements, and agreements, whether written or oral. This Agreement may not be amended or modified, except in writing and signed by the Parties.

8. **Binding Effect.** This Agreement shall be binding upon the Parties hereto, their successors or assigns, and shall not be assigned by anyone without prior written consent of the other respective parties hereto.

9. **Severability.** In the event any part of this Agreement is found to be void, illegal, invalid, or unenforceable under present or future laws, then, in such event, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though such part was deleted and shall be construed to effectuate, as nearly as possible, the original intentions of the Parties based upon the entire agreement, including the invalidated provision.

10. **Captions.** The captions contained in this Agreement are for convenience only and shall not affect the construction or interpretation of any provision herein.

11. **Jurisdiction; Venue.** This Agreement is made within the State of Colorado, and the laws of the State of Colorado shall govern its interpretation, validity, and enforceability. Personal jurisdiction and venue for any civil action commenced by any party to this Agreement, whether arising out of or relating to the Agreement, will be deemed to be proper only if such action is commenced in the District Court for San Miguel County, Colorado.

12. **Attorneys' Fees; Survival.** Notwithstanding anything to the contrary, should this Agreement become the subject of litigation to resolve a claim of default in performance, to the extent permitted by law, the prevailing party shall be entitled to reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys shall survive any termination of this Agreement.

13. **Non-Appropriation.** No provision of this Agreement shall be construed or interpreted: (a) to directly or indirectly obligate Grantor to make any payment in any year in excess of amounts appropriated for such year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (c) as a donation or grant to or in aid of any person, company, or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

14. **Immunity.** The Parties hereto understand and agree that Grantor neither waives nor intends to waive by this Agreement, or any provision hereof, the monetary limitations and any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

15. **Authorization.** The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall for all purposes be deemed an original and all of which together shall constitute one and the same agreement. Any such counterpart may be transmitted by e-mail (in PDF format), and any such counterpart so transmitted shall have full force and effect as if it were an original.

This Agreement is executed by the Parties hereto as of the date first set forth above.

**GRANTOR:**  
TOWN OF MOUNTAIN VILLAGE, COLORADO

By: \_\_\_\_\_,  
Mayor

Attest:

\_\_\_\_\_  
Susan Johnston, Town Clerk

**GRANTEE:**  
TELLURIDE 389, LLC

By: \_\_\_\_\_  
Dennis Buccola, Manager

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2024 by Dennis Buccola, as Manager on behalf of TELLURIDE 389, LLC.

Witness my hand and official seal:

My commission expires:

\_\_\_\_\_  
Notary Public



**EXHIBIT A**  
**Easement Area**

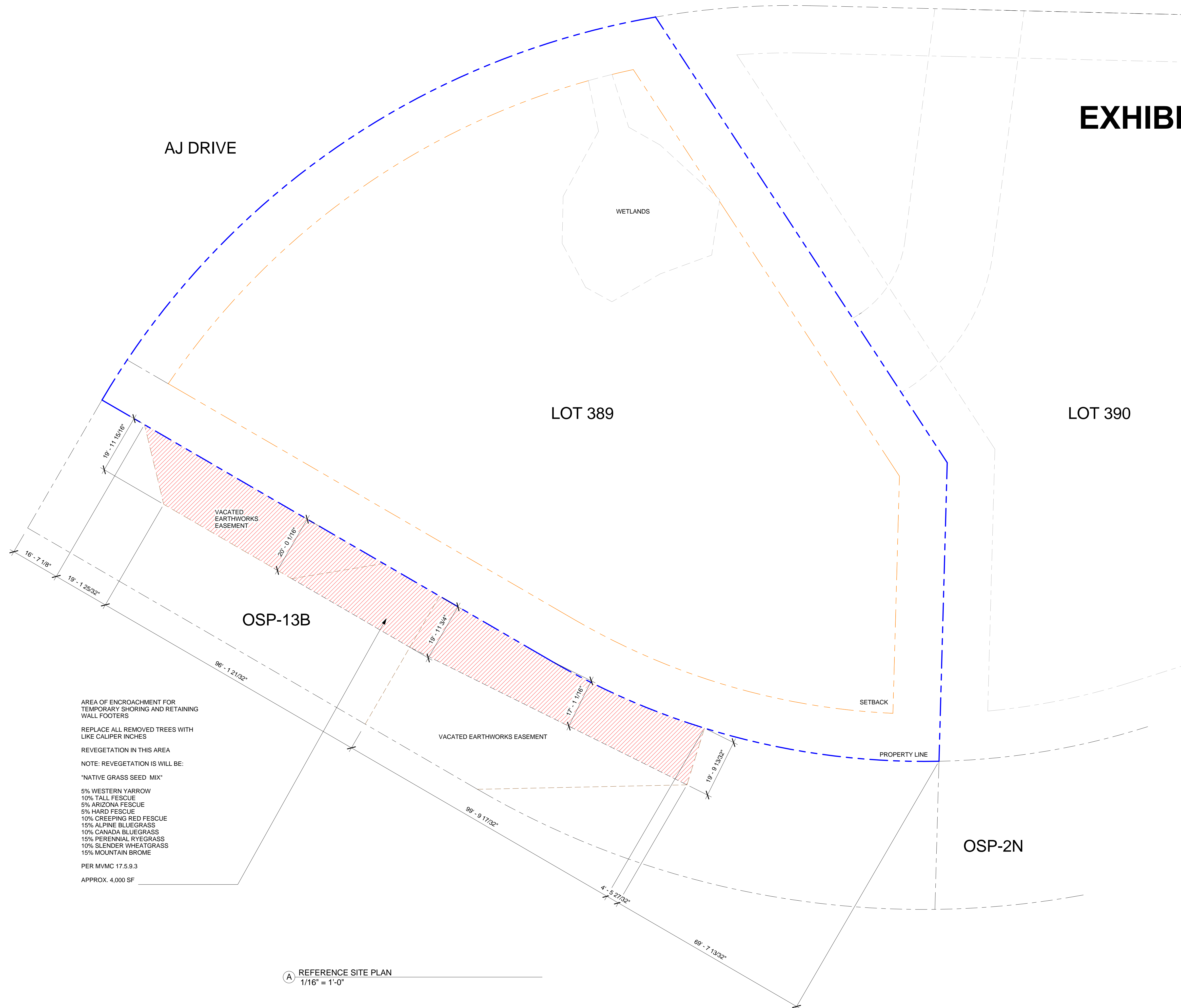
# EXHIBIT A

AJ DRIVE

LOT 389

LOT 390

WETLANDS



AREA OF ENCROACHMENT FOR TEMPORARY SHORING AND RETAINING WALL FOOTERS

REPLACE ALL REMOVED TREES WITH LIKE CALIPER INCHES

REVEGETATION IN THIS AREA

NOTE: REVEGETATION IS WILL BE:

"NATIVE GRASS SEED MIX"

- 5% WESTERN YARROW
- 10% TALL FESCUE
- 5% ARIZONA FESCUE
- 5% HARD FESCUE
- 10% CREEPING RED FESCUE
- 15% ALPINE BLUEGRASS
- 10% CANADA BLUEGRASS
- 15% PERENNIAL RYEGRASS
- 10% SLENDER WHEATGRASS
- 15% MOUNTAIN BROME

PER MVMC 17.5.9.3

APPROX. 4,000 SF

OSP-13B

VACATED EARTHWORKS EASEMENT

SETBACK

PROPERTY LINE

OSP-2N

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

NOT FOR CONSTRUCTION



**JACK WESSON**  
ARCHITECTS INC.  
110 SOUTH PINE ST #110  
TELLURIDE, COLORADO  
81435  
TEL: 970.728.6755  
FAX:  
970.728.9724  
jwesson@jwa.com  
www.jackwessonarchitects.com

7-26-24	ENROACHMENT DIAGRAM	
2-27-24	DRB CONDITIONS	
1-17-24	ENROACHMENT DIAGRAM	
11-14-23	DRB CONDITIONS	
9-27-23	WETLANDS UPDATE	
9-5-23	SITE SECTIONS	
2-6-23	DRB APPLICATION	
9-20-22	DRB APPLICATION	
7-14-22	DRB PLANS	
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4-21-20	OPTION R	
1-20-20	REVIT 3D PLAN	
1-16-20	REVIT 3D	
12-16-19	REVIT 3D	
MARK	REV. DATE	DESCRIPTION
PROJECT NAME:		
PROJECT MANAGER:		
DRAWN BY:		
REVIEWED BY:		
2006 JWA		

PROJECT NAME: LOT 389 MOUNTAIN VILLAGE  
COLORADO 81435

SHEET DESCRIPTION: EXHIBIT A

SHEET NUMBER: EX A

## **EXHIBIT B**

### **Revegetation Specifications**

Native Grass Seed Mix (General Revegetation) pursuant to Mountain Village  
Municipal Code Sec. 17.5.9(C)(6)(f)

Western Yarrow	5%
Tall Fescue	10%
Arizona Fescue	5%
Hard Fescue	5%
Creeping Red Fescue	10%
Alpine Bluegrass	15%
Canada Bluegrass	10%
Perennial Ryegrass	15%
Slender Wheatgrass	10%
Mountain Brome	15%









## DEVELOPMENT REFERRAL FORM

Planning & Development Services  
Planning Division  
455 Mountain Village Blvd. Ste. A  
Mountain Village, CO 81435  
(970) 728-1392

### Referral Agency Comments Lot OSP 13-B:

Forester comments:

The reference site plan A, in the Hearing Exhibit of the proposed shoring easement agreement shows retaining walls build in the general easement right up to the property line. The construction of these retaining walls would require trees to be removed in Lot OSP 13 B at least 10 feet onto Mountain Village property from lot 389. This would require tree removal approval from Mountain Village. Lot OSP 13 B serves as a buffer between Mountain Village Blvd and the AJ Drive neighborhood and the trees on Lot OSP 13 B function as a screen between Mountain Village Blvd. and the AJ Drive neighborhood, which should be considered by Mountain Village when making this decision .

The reference site plan A, in the Hearing Exhibit of the proposed shoring easement agreement also shows trees being planted in Lot OSP 13B in the vicinity of where trees would be removed. The type of trees to be planted is not listed and, as a result, it is not clear how these trees will function and whether or not they will serve as a screen between Mountain Village Blvd land the planned structure on Lot 389 and the AJ Drive neighborhood. The potential loss of the screening function of the trees and whether or not a screening function of the trees to replace the removed trees is not clear in the Hearing Exhibit of the proposed shoring easing agreement proposal and should be considered.

P.O. Box 1385  
125 West Pacific, Suite B-1  
Telluride, Colorado  
81435  
970-728-6153  
Fax 970-728-6050

Ron Allred  
Telluride Ski and Golf Co.  
Mountain Village

June 2, 1998

Re: Lot 389 earthwork easement

Ron,

Michael Ward requests permission from Telluride Ski and Golf Company to allow for two earthworks berms to be created to the south of his lot in the open space tract OSP-13B as shown on the attached exhibit.

The recontouring would affect the natural ground surface in the 16' general easement along the southern boundary of Lot 389, as well as two areas in the open space tract. The purpose of this berming is to create a noise barrier from the traffic along Mountain Village Boulevard and to create a more appealing site topography.

Sincerely,

Michael Ward, Owner of Lot 389

ACCEPTED AND AGREED TO AS OF THE FOLLOWING DATE:

By: Ron Allred  
Ron Allred, Telluride Ski and Golf Company

Dated: 6/12/98

A parcel of land in the Town of Mountain Village, County of San Miguel, State of Colorado. Said Parcel being a portion of Mountain Village Boulevard Right of Way, Town of Mountain Village, as per the map filed in the Office of the Clerk and Recorder of said San Miguel County, Colorado in Plat Book 1, pages 2073-2082, and Tract OSP-13B as per the map filed in the Office of the Clerk and Recorder of said San Miguel County, Colorado in Plat Book 1, pages 2085-2086, further described as follows:

Easement #1 as shown on attached easement exhibit "B":

Beginning at a point on the southerly boundary of Lot 389, Town of Mountain Village, as per the map filed in the Office of the Clerk and Recorder of said San Miguel County, Colorado in Plat Book 1, page 2201 from whence the southwest corner of said Lot 389 bears N 59°50'54" W 131.88 feet; Thence S 59°50'54" E 43.85 feet along the southern boundary of said Lot 389; Thence along a tangential arc, concave to the north, having a chord bearing of S 66°18'50" E, a chord distance of 56.30 feet, a delta of 12°55'52", a radius of 250.00 feet and an arc length of 56.42 feet; Thence S 17°13'14" W 20.00 feet; Thence S 88°46'30" W 70.77 feet to a point on the southern boundary of said Tract OSP-13B; Thence continuing along said boundary N 59°50'34" W 43.86 feet; Thence N 30°09'06" E 50.00 feet to the point of beginning.



David Bulson, Foley Associates

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A parcel of land in the Town of Mountain Village, County of San Miguel, State of Colorado. Said Parcel being a portion of Tract OSP-13B as per the map filed in the Office of the Clerk and Recorder of said San Miguel County, Colorado in Plat Book 1, pages 2085-2086, further described as follows:

Easement #2 as shown on attached easement exhibit "B":

Beginning at a point on the southern boundary of Lot 389, Town of Mountain Village, as per the map filed in the Office of the Clerk and Recorder of said San Miguel County, Colorado in Plat Book 1, page 2201 from whence the most westerly corner of said Lot 389 bears N 59°50'54" W 16.59 feet; Thence S 13°36'41" E 27.69 feet; Thence S 59°50'54" E 50.00 feet ; Thence N 80°38'51" E 31.44 feet to a point on the southern boundary of said Lot 389: Thence along the southern boundary of said Lot 389, N 59°50'54" W 93.41 feet to the point of beginning.



David Bulson, Foley Associates

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