

**TOWN COUNCIL ACTION ITEM
STAFF SUMMARY
SEPTEMBER 6, 2017 PLANNING AND ZONING COMMISSION MEETING**

DATE: September 1, 2017

AGENDA ITEM NUMBER: 4

ACTION TO BE CONSIDERED:

Consideration of Resolution No. PZ 10-17, Series of 2017;

A RESOLUTION BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF DILLON, COLORADO, RECOMMENDING THE APPROVAL OF A LEVEL IV DEVELOPMENT APPLICATION FOR THE CHRISTY SPORTS PLANNED UNIT DEVELOPMENT FOR THE APPROVAL OF A NEW BUILDING AND ASSOCIATED PARKING LOCATED AT 817 U.S. HIGHWAY 6 ON LOT 42R OF THE PTARMIGAN TRAIL ESTATES SUBDIVISION UNIT 1, DILLON, COLORADO; AND, SETTING FORTH DETAILS IN RELATION THERETO.

SUMMARY:

The Town of Dillon has received a Level IV Development Application for a proposed Planned Unit Development for Christy Sports located 817 U.S. Highway 6. The existing building and parking lot will be demolished and replaced by a new building and parking lot.

A Level IV application requires a public hearing between both the Planning and Zoning Commission and the Dillon Town Council for approval.

PUBLIC NOTICE:

The Town posted a sign of the public hearing on the site on Monday August 28, 2017. A newspaper ad was ran in the Summit Daily Journal on Friday August 25, 2017, and a mailing noticing the public hearing time and date was sent out on Wednesday, August 23, 2017 to property owners within 300' of the proposed development. These dates are all within the required 7-14 day notice period before the Public hearing on September 6, 2017.

ZONING:

The proposed project is located within the Commercial (C) Zone District.

PROPOSED BUILDING AND SITE

The proposed building consists of three floors. The main level is directly accessible from the parking lot and contains 5,971 sf of sales area and an additional 2,188 square feet for receiving and stock areas for a total of 8,159 square feet. The second floor consists of 6,423 square feet of retail sales and ski rental area. The garden level below the main level consists of an additional 2,523 square feet of office and storage space. The building has a combined total square footage of 17,105 square feet.

The building will be sited on the west end of the site adjacent to W. Anemone Trail. A parking lot will be constructed on the east side of the building in the remainder of the lot.

See the attached Architectural drawings and development plans for more information.

LOT COVERAGE:

The proposed building has a footprint of 8,133 square feet and sits on a lot that contains 36,222 square feet (0.832 acres). The proposed building covers 22.5% of the lot which meets code since there is not a specific limitation on building coverage in the Commercial Zone district.

BUILDING HEIGHT:

The commercial (C) zone district allows building to have a maximum height of 40' plus an additional 8' of height for non-habitable areas and roof peaks. The proposed height of the building from the finished main floor (Arch. 100'-0"/USGS 8888.1') to the high point of the roof is 37.5'. As measured by the Town of Dillon zoning code the proposed and allowable building heights are shown in the table below:

Building Identification	817
High Existing Ground Elevation @ Building	8886.0'
Low Existing Ground Elevation @ Building	8880.8'
Base Elevation	8883.4'
Allowable Building Height per Code (at 40'+8' = +48')	8931.4'
USGS Finished Floor Elevation	8888.1'
USGS Top of Building Elevation (37.5')	8925.6'
	Complies

The proposed building is within the height limitations of the Commercial zone district.

ARCHITECTURAL GUIDELINES:

The architect has worked with the Town of Dillon Architectural Guidelines and the Town's architectural consultant and believes his development is in conformance with the intent of the guidelines. See the attached checklists for additional information.

COMPLIANCE WITH DILLON COMPREHENSIVE PLAN:

A retail building and its associated parking is an allowed use in the Commercial (C) Zone District and is in conformance with the Town of Dillon Comprehensive Plan.

PROPOSED PLANNED UNIT DEVELOPMENT CHANGES TO THE UNDERLYING MIXED-USE ZONING DISTRICT:

The developer is proposing the following dimensional changes which are allowed to be varied by the Town Municipal Code through a Planned Unit Development Process.

- A. Reduced setbacks
- B. Parking Lot Grade of 6% maximum.
- C. Reduction in the required number of parking spaces.
- D. Street Tree Reduction
- E. Additional Signage

SIDE YARDS (SETBACKS):

The challenge with this lot is the fact that it is a long and narrow and it is surrounded by three streets. This non-traditional lot was not contemplated by the code so it is hard to apply the setback criteria for front yards and side yards, because the lot has three front yards. The setback distances can be varied through the PUD process. In the commercial (C) Zone district, the typical front yard setback is 25' and side yard setbacks are 10 feet. The proposed PUD will provide the following minimum setbacks:

- 20' - Highway 6
- 10' - W. Anemone Trail
- 10' - Little Dam Street

OFF-STREET PARKING LOT CONSIDERATIONS:

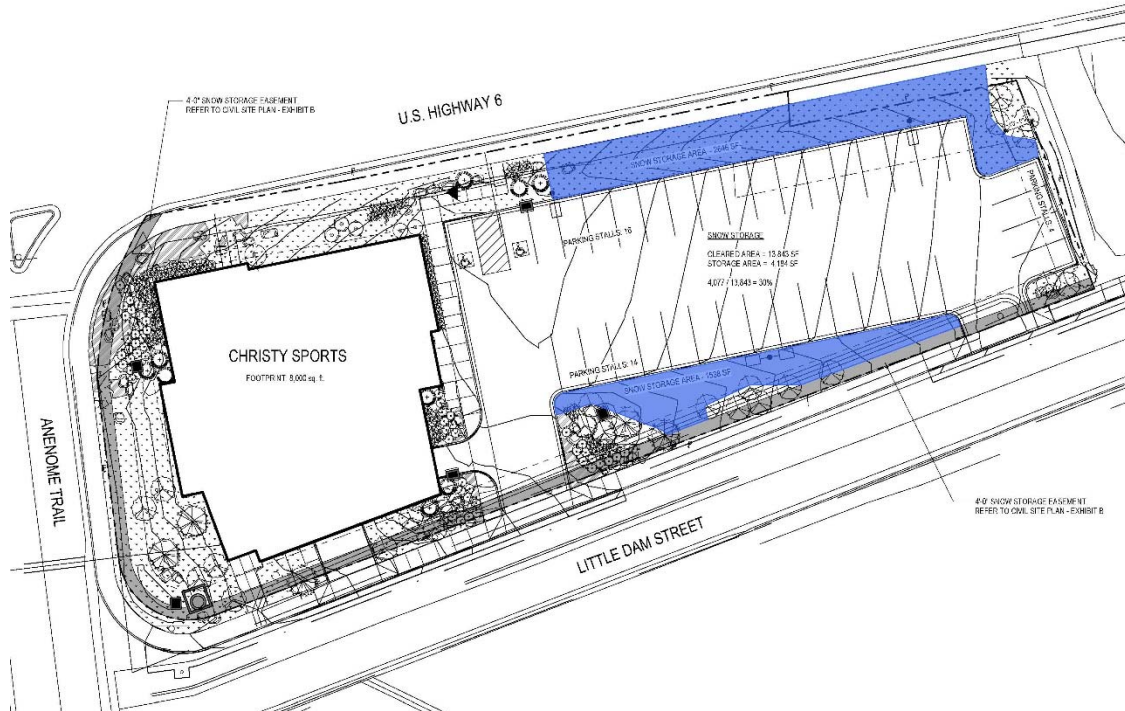
The proposed building is 17,105 square feet. Town code requires one parking space for every 400 square feet of floor area in a commercial/retail building. The Town code requires 43 parking spaces for this development.

The applicant is providing 38 parking spaces including the required two (2) accessible parking spaces, which is 5 spaces fewer than required by Town Code. Through the PUD process, the applicant is allowed to reduce the number of parking spaces when warranted. The applicant believes that their business model only requires 28 parking spaces for the 10,877 square feet of retail floor area ($10877/400=27.2$) and an additional 8 parking spaces for employees; a total of 36 parking spaces. The applicant believes that the 38 parking spaces provided will be adequate.

The maximum proposed grade of a parking lot is at 4%. Because of the nature of the site which runs parallel to Highway 6 and Little Dam Street which have grades in the 5%-6.5% range, the applicant is proposing a parking lot which has a maximum grade of 6%. The applicant believes this is reasonable due to that fact the parking lot will have good sun exposure and won't be shaded by the building. See the attached grading narrative from Redland.

SNOW STORAGE:

The Town code requires that a development provide snow storage areas equal to or greater than 25% of the area of the adjacent parking lot. The proposed parking lot is 12, 843 square feet and the required snow storage area is 3,460 square feet. The proposed project will provide 4,077 square feet (30%) as shown on the figure below.



Christy Sports Parking Lot Snow Storage Areas

The developer will also provide a 4’ snow storage easement along the West anemone and Little Dam Street sides of the property to allow the Town of Dillon to store snow from the public sidewalk along these property lines.

LANDSCAPING:

Parking Lot Trees: The Town code requires 1 Tree for every 5 parking spaces. 38 parking spaces require 8 trees.

Street Trees: The Town code requires 1 tree for every 15 of lot frontage. This site has streets on three sides of the property for a total of approximately 704 lineal feet of street frontage. Town staff believes the intent of the code was to provide trees along one side of the property (street side) for a standard lot created in Town. Town staff felt it was reasonable to apply the street requirement to just one of the streets and chose Little Dam Street because it had the longest frontage at 360.36’. The Town Code requires 24 street trees for the 360 of lineal street frontage. The PUD process allows the applicant to vary the landscape requirements of the Town code to provide the amount of landscaping they feel is appropriate for the site.

So a total of 32 trees are required for the development. 8 of the trees must be evergreen trees. The applicant is providing 5 Spruce, 25 Aspen Trees, 1 Bristlecone pine, 1 Amur maple for a total of 32 trees. A condition of approval will be to require the applicant to revise the landscape plan and convert two of the aspen trees to Evergreen trees to meet the code requirements.

The landscape plan also shows numerous shrubs and grass areas. See the attached landscape plan.

SIGNAGE:

The property sits in Sign Zone B which typically allow 75 square feet of signage to be used in one or two building signs on a single tenant building. An additional 30 square foot sign is allowed. The code therefore allows three signs with a total of 105 Square feet.

The amount and size of signage can be increased in a planned unit development. The Developer has requested three building signs with a total combined area of 192 square feet using the following building signage which fits the scale of the building:

- (1) 32 Square Foot sign on the North Side of the building (along Highway 6)
- (1) 85 Square Foot sign on the West Side of the building (along W. Anemone Trail)
- (1) 75 Square Foot sign on the East side of the building (parking lot side)



**Proposed Signage
as seen from the Northwest**



**Proposed Signage
as seen from the Northeast**

PEDESTRIAN CONNECTIVITY:

The Developer is providing an accessible route between the 10' path along the south side of Highway 6 and the building. An additional sidewalk between the Little Dam Street sidewalk and the building is provided, but this route is not accessible since the road is steeper than 5%.

UTILITIES:

The proposed project will be served by a water main in West Anemone Trail and an existing sewer main located in Little Dam Street.

DRAINAGE:

The applicant will construct an underground detention pond in the form of a 60” pipe along the south side of the building which will be tied into an existing storm sewer system in Little Dam Street.

ACTION REQUESTED: Motion, Second, Roll Call Vote.

Resolutions require the affirmative vote of a majority of the members present.

STAFF MEMBER RESPONSIBLE: Dan Burroughs, Town of Dillon

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RESOLUTION NO. PZ 10-17
Series of 2017

A RESOLUTION BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF DILLON, COLORADO, RECOMMENDING THE APPROVAL OF A LEVEL IV DEVELOPMENT APPLICATION FOR THE CHRISTY SPORTS PLANNED UNIT DEVELOPMENT FOR THE APPROVAL OF A NEW BUILDING AND ASSOCIATED PARKING LOCATED AT 817 U.S. HIGHWAY 6 ON LOT 42R OF THE PTARMIGAN TRAIL ESTATES SUBDIVISION UNIT 1, DILLON, COLORADO; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Planning and Zoning Commission of the Town of Dillon (“**Planning Commission**”) has received a Level IV Development Application from Christy Sports L.L.C. (the “**Developer**”) for the Christy Sports Planned Unit Development (“**Application**”), consisting of a new commercial building and its associated parking located on 817 U.S. Highway 6, or more specifically located on Lot 42R of the Ptarmigan Trail Estates Subdivision Unit 1, Dillon, Colorado; and

WHEREAS, the Planning Commission has determined that the Application is complete; and

WHEREAS, following the required notice, a public hearing on the Application was held on September 6th, 2017, before the Planning Commission; and

WHEREAS, following the public hearing the Planning Commission has made certain findings of fact regarding the Application and has determined that certain conditions which are reasonable and necessary to and relate to impacts created by the development should attach to the approval of the Application for the Dillon Flats Condominiums.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF DILLON, COLORADO, AS FOLLOWS:

Section 1. That the Planning Commission, following the required notice, held a public hearing on September 6th, 2017 on the Application, and following said public hearing makes the following findings of fact:

- A. That the Application is complete.
- B. That the Application meets the applicable Town of Dillon Municipal Code (“Code”) requirements.
- C. That the Application is compatible with the Commercial Zoning District and is compatible with surrounding uses.

D. That the Application is in general compliance with the Town of Dillon Comprehensive Plan.

Section 2. That the Planning Commission hereby approves the Application and the Level IV Development Permit for the Christy Sports Planned Unit Development located at 817 U.S. Highway 6, Dillon, Colorado with the following conditions:

- A. The property owner, 817 Dillon Road, LLC (“**Property Owner**”) shall enter into the Christy Sports Planned Unit Development Agreement (“**Agreement**”) with the Town of Dillon for the proposed private and public improvements and shall meet all the obligations and requirements contained therein prior to issuance of a certificate of occupancy for the building.
- B. The Developer shall submit final construction plans for the street improvements and storm sewer detention facilities on W. Anemone Trail and Little Dam Street for review and approval by the Town Engineer, based on the requirements of the Agreement for this project.
- C. Revise the landscape plan to show a total of (8) evergreen trees and (24) twenty-four deciduous trees. A total of thirty two (32) trees. No additional trees are required.
- D. The minimum setbacks approved for this development shall be 20’ along Highway 6, 10’ along W. Anemone Trail and 10’ along Little Dam Street.
- E. The maximum parking lot slope allowed shall be six percent (6%).
- F. This project will be approved with a minimum of thirty six (36) parking spaces.
- G. This project will be approved with three (3) building signs. One (1) 32 square foot sign facing Highway 6, One (1) 85 square foot sign facing W. Anemone Trail and (1) One 75 Square foot sign facing the parking lot.

**APPROVED AND ADOPTED THIS 6th DAY OF SEPTEMBER, 2017 BY
THE PLANNING AND ZONING COMMISSION OF THE TOWN OF DILLON,
COLORADO.**

**PLANNING AND ZONING COMMISSION,
TOWN OF DILLON**

By: _____

Amy Gaddis, Chairperson

ATTEST:

By: _____
Corrie Woloshan, Secretary to the Commission

ALTA/NSPS LAND TITLE SURVEY

A PARCEL LOCATED IN SECTION 7,
TOWNSHIP 5 SOUTH, RANGE 77 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF DILLON, COUNTY OF SUMMIT, STATE OF COLORADO

EXHIBIT A

LEGAL DESCRIPTION

(PER LAND TITLE GUARANTEE COMPANY ALTA COMMITMENT ORDER NUMBER M20161790-2 WITH AN EFFECTIVE DATE OF 04-14-2017 AT 05:00:00)

LOT 42R, A REPLAT OF LOTS 41 & 42 PTARMIGAN TRAIL ESTATES, UNIT 1, ACCORDING TO THE PLAT FILED DECEMBER 10, 1996 UNDER RECEPTION NO. 529981, COUNTY OF SUMMIT, STATE OF COLORADO

BASIS OR BEARINGS

BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 2011), REFERENCED TO THE WESTERLY LINE OF "A FINAL PLAT OF A REPLAT OF LOTS 38-40 PTARMIGAN TRAIL ESTATES, UNIT 1" BEING MONUMENTED AS SHOWN HEREON, TAKEN TO BEAR NORTH 03°42'53" WEST.

FLOOD ZONE

THE SUBJECT PROPERTY SHOWN HEREIN LIES WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP INDEX NO. 08117C0243E, MAP REVISED NOVEMBER 16, 2011.

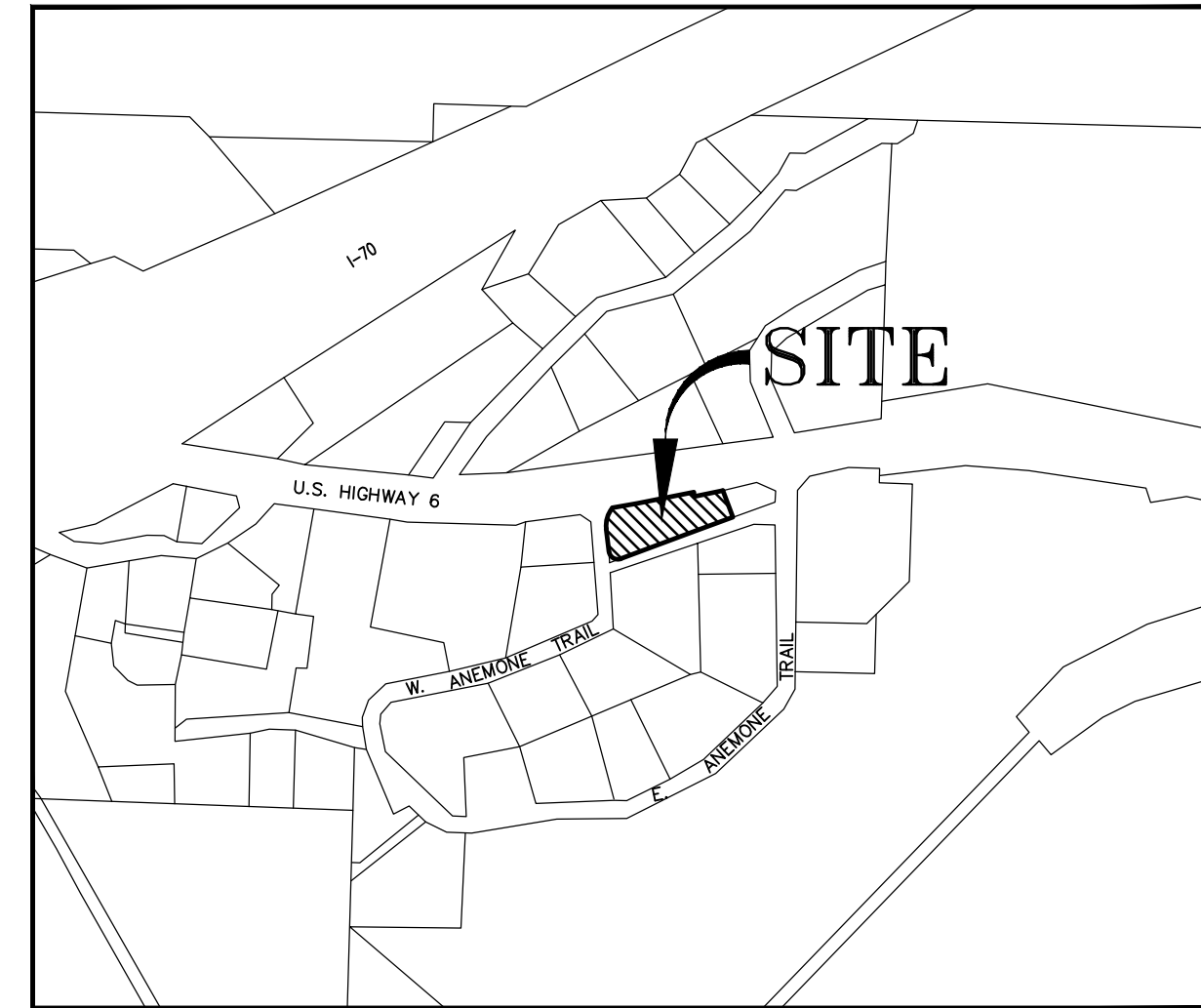
TITLE COMMITMENT NOTES

LAND TITLE GUARANTEE COMPANY COMMITMENT NUMBER M20161790-2 WITH AN EFFECTIVE DATE OF 04-14-2017 AT 05:00:00 WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS, INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.

ITEM NUMBERS BELOW REFER TO THOSE ITEMS AS LISTED IN SCHEDULE B - SECTION 2 OF SAID TITLE COMMITMENT.

ITEM NUMBERS 1-7 ARE STANDARD EXCEPTIONS NOT TO BE ADDRESSED AS A PART OF THIS SURVEY.

8. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED JULY 10, 1901 IN BOOK 81 AT PAGE 246
AFFECTS THE SURVEYED PROPERTY, BUT IS NOT A PLOTTABLE ITEM.
9. NOTES, DEDICATIONS AND EASEMENTS SET FORTH ON THE PLAT FOR PTARMIGAN TRAIL ESTATES, UNIT 1 RECORDED JULY 8, 1958 UNDER RECEPTION NO. 79367.
AFFECTS THE SURVEYED PROPERTY AS SHOWN HEREON.
10. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, AS CONTAINED IN INSTRUMENT RECORDED JULY 17, 1958, IN BOOK 152 AT PAGE 428 AND AS AMENDED IN INSTRUMENT RECORDED DECEMBER 28, 1978 UNDER RECEPTION NO. 185980.
AFFECTS THE SURVEYED PROPERTY, BUT IS NOT A PLOTTABLE ITEM.
11. THE EFFECT OF ORDER EXCLUDING SUBJECT PROPERTY FROM THE SILVERTHORNE FIRE PROTECTION DISTRICT RECORDED MAY 07, 1985, UNDER RECEPTION NO. 296372.
AFFECTS THE SURVEYED PROPERTY, BUT IS NOT A PLOTTABLE ITEM.
12. NOTES, DEDICATIONS AND EASEMENTS SET FORTH ON THE PLAT RECORDED DECEMBER 10, 1996 UNDER RECEPTION NO. 529981.
AFFECTS THE SURVEYED PROPERTY AS SHOWN HEREON.
13. TERMS, CONDITIONS AND PROVISIONS OF ORDER OF CONSOLIDATION RECORDED DECEMBER 18, 1998 AT RECEPTION NO. 584192.
AFFECTS THE SURVEYED PROPERTY, BUT IS NOT A PLOTTABLE ITEM.



VICINITY MAP
SCALE 1" = 500'

GENERAL NOTES

1. THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY AN AZTEC CONSULTANTS, INC. SURVEY CREW AND COMPLETED ON AUGUST 19, 2015.
2. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
3. AS TO TABLE A ITEM NO. 2: SUBJECT PROPERTY ADDRESS IS 817 WEST ANEMONE TRAIL, DILLON, CO 80435
4. AS TO TABLE A ITEM NO. 4: THE SURVEYED PARCEL CONTAINS A TOTAL OF 0.832 ACRES OR 36,222 SQUARE FEET, MORE OR LESS.
5. AS TO TABLE ITEM NO. 9: THE NUMBER OF ACTUAL PARKING SPACES LOCATED ON THE SUBJECT PROPERTY IS 46, INCLUDING 1 DESIGNATED AS HANDICAPPED SPACE.
6. AS TO TABLE A ITEM NO. 11: THIS SURVEY DOES NOT CERTIFY TO SUBSURFACE FEATURES, IMPROVEMENTS, UTILITIES OR BURIED LINES OF ANY TYPE, LOCATION DEPICTED HEREON ARE DERIVED FROM FIELD SURVEY OF UTILITY FLAGGING / PAINT MARKING, PERFORMED BY UTILITY SHIELD ON AUGUST 5, 2015.
7. AS TO TABLE A ITEM NO. 16: THERE WAS **NO** OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE TIME OF THIS SURVEY.
8. AS TO TABLE A ITEM NO. 18: THERE WAS **NO** OBSERVED EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL AT THE TIME OF THIS SURVEY.
9. THE PROPERTY HAS DIRECT PHYSICAL ACCESS TO LITTLE DAM ROAD EAST-WEST CONNECTOR, A DEDICATED PUBLIC STREET.
10. THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN LAND TITLE GUARANTEE COMPANY COMMITMENT NUMBER M20161790-2 WITH AN EFFECTIVE DATE OF 04-14-2017 AT 05:00:00 AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY.

SURVEYOR'S STATEMENT

TO: 817 DILLON ROAD LLC, A COLORADO LIMITED LIABILITY COMPANY
ROCKY MOUNTAIN OUTDOOR ADV. CO., A COLORADO CORPORATION
LAND TITLE GUARANTEE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-5, 7(a), 8, 9, 11(b), 13, 16 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 19, 2015.

DATE OF PLAT OR MAP: 5/05/17

DANIEL E. DAVIS, PLS NO. 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.



STATUTE OF LIMITATIONS

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.

SCALE	N.T.S.	DATE
		08-19-2015


AZTEC
 CONSULTANTS, INC.

300 East Mineral Ave., Suite 1
 Littleton, Colorado 80122
 Phone: (303) 713-1898
 Fax: (303) 713-1897
 www.aztecconsultants.com

CHRISTY SPORTS
TOWN OF DILLON
SUMMIT COUNTY, COLORADO
 PREPARED FOR
 REDLAND
 1500 West Canal Court, Littleton, CO 80120

SHEET	1
OF	3 SHEETS
JOB NO.	54815-37

ALTA/NSPS LAND TITLE SURVEY

A PARCEL LOCATED IN SECTION 7,
TOWNSHIP 5 SOUTH, RANGE 77 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF DILLON, COUNTY OF SUMMIT, STATE OF COLORADO

TOPOGRAPHY LEGEND

- SANITARY MANHOLE
 - STORM INLET
 - STORM MANHOLE
 - WATER FIRE HYDRANT
 - WATER MANHOLE
 - WATER VALVE
 - WATER STOPBOX
 - ELECTRIC BREAKER BOX
 - ELECTRIC METER
 - ELECTRIC MKR
 - ELECTRIC PEDESTAL
 - ELECTRIC TRANSFORMER
 - LIGHT POLE
 - ELECTRIC OUTLET
 - TELEPHONE MANHOLE
 - TELEPHONE PEDESTAL
 - FIBER OPTICS PEDESTAL
 - GAS METER
 - GAS MKR POST
 - IRRIGATION CONTROL BOX
 - IRRIGATION VALVE
 - LANDSCAPE LIGHT
 - BUSH EVERGREEN
 - BUSH DECIDUOUS
 - TREE CONIFER
 - TREE DECIDUOUS
 - METAL POST
 - HANDICAP RAMP
 - TRAFFIC CONTROL VAULT
 - TRAFFIC SIGNAL
 - DELINEATOR
 - SIGN
 - ELECTRIC UNDERGROUND
 - TELEPHONE LINE UNDERGROUND
 - FIBER OPTIC UNDERGROUND
 - CABLE TV UNDERGROUND
 - GAS LINE UNDERGROUND
 - SANITARY UNDERGROUND
 - STORM LINE UNDERGROUND
 - WATER LINE UNDERGROUND
 - FENCE
 - LANDSCAPE EDGE
 - CROWN ROAD
 - EDGE ASPHALT
 - EDGE CONCRETE
 - EDGE ROAD
 - PAN
 - PAN FLOWLINE
 - LINEMARKING WHITE STRIPE SOLID
 - LINEMARKING YELLOW STRIPE SOLID
 - BUILDING
 - BUILDING OVERHANG-EAVE
 - DECK
 - STEPS
 - STRUCTURE
 - HANDRAIL
 - WALL
- CONCRETE
 ASPHALT PAVEMENT



FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

SCALE	DATE
1" = 30'	08-18-2015
APPY	DATE
REVISION DESCRIPTION	BY
DATE	DATE

300 East Mineral Ave., Suite 1
 Littleton, Colorado 80122
 Phone: (303) 713-1898
 Fax: (303) 713-1897
 www.aztecconsultants.com

AZTEC

CONSULTANTS, INC.

CHRISTY SPORTS
TOWN OF DILLON
SUMMIT COUNTY, COLORADO
 PREPARED FOR
 REDLAND
 1500 West Canal Court, Littleton, CO 80120

SHEET
3
 OF 3 SHEETS

54815-37
 JOB NO.



Primary approaches to the building are on Route 6 from the east and from the west. In this view, approaching from the west, the rooftop mechanical units are screened by the volume of the sloped roof on the northwest corner of the building, especially since grade slopes substantially down to the west.

For pedestrians approaching from the south, the equipment is screened from view by the roof parapet, up to 250 feet away from the building.

View Study



Primary approaches to the building are on Route 6 from the east and from the west. In this view, approaching from the east, the rooftop mechanical units are screened by the volume of the raised metal roof over the main entrance.

View Study



MEMORANDUM

PROJECT: Christy Sports – Summit County
PROJECT NO: 14093.00
DATE: August 17, 2017
TO: Mr. Dan Burroughs
Town of Dillon, Colorado
SUBJECT: Architectural Narrative

The proposed Christy Sports design approach to the 817 Dillon Road site is based on the symbiotic relationship of the corporate culture of Christy Sports and the specific site the company will occupy in the Town of Dillon.

Christy Sports, a Colorado based company that embraces and promotes the active Colorado lifestyle, sees the Dillon location as a perfect opportunity to celebrate the Mountain and Lake aesthetic style.

Site:

The location of the building on the site was driven by three primary factors. The existing site geometry begins to inform the layout of efficient parking and the location of the largest building pad location. The second factor is the relationship of the building to a highly visible location in the town of Dillon, and to a heavily traveled vehicular corridor. Most importantly, the building at the west end of the site next to West Anemone Trail and Highway 6 begins to define the street and built environment next to highway 6.

The site is dominated on the north side by vehicular traffic on highway 6, and the building location buffers the highway on the west side of the site and addresses the grade change from east to west on the property. The narrow east end of the site accommodates parking, landscaping, and creates an ideal retail relationship between parking and primary building entry on the east side of the building.

The south side of site is more pedestrian friendly, being away from the highway. Site geometry creates the opportunity for landscaping adjacent to the sidewalk and town of Dillon bus stop to the east.

Architecture:

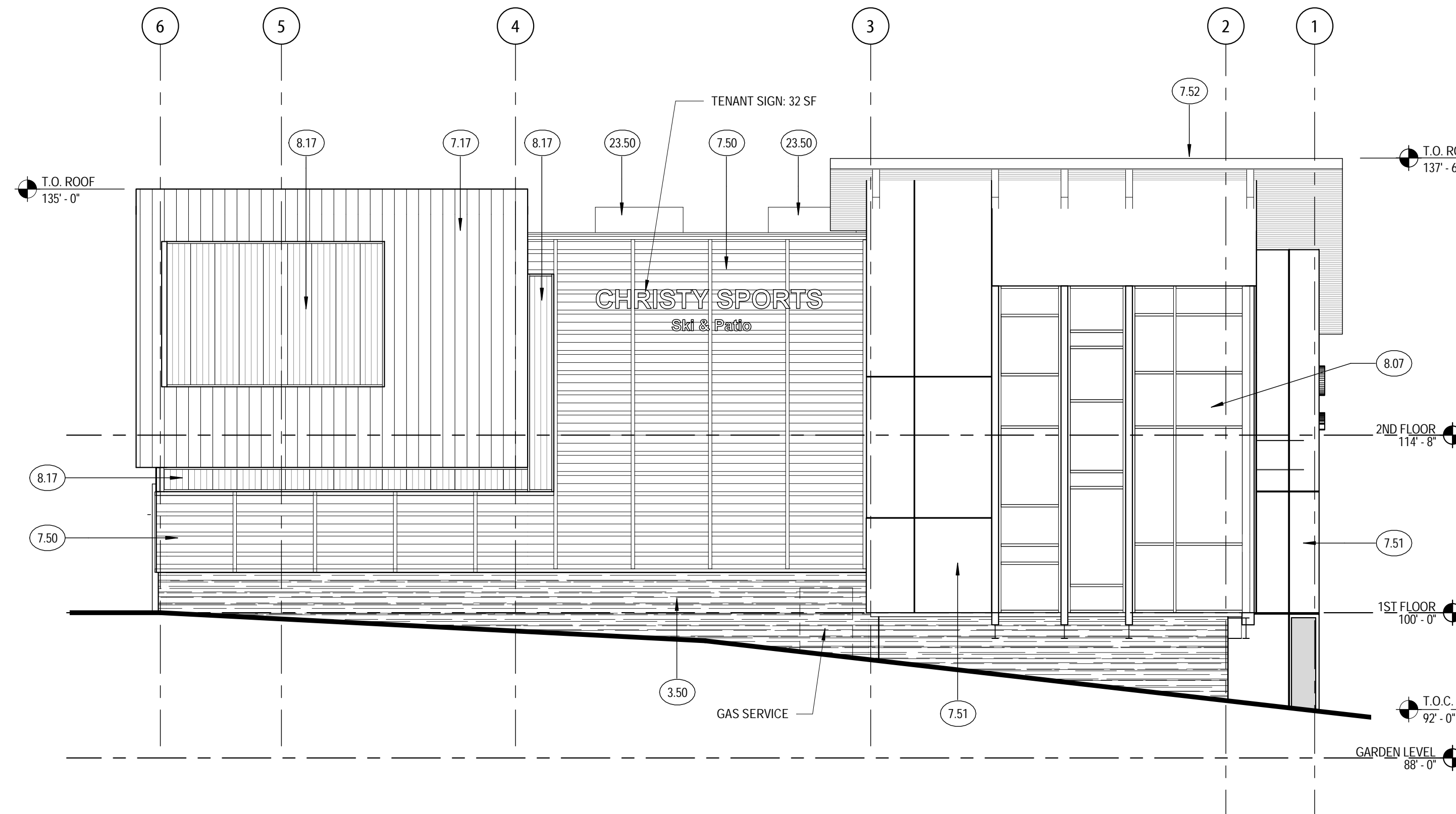
The proposed architecture for the building is driven by the location on the site, building orientation, views of the building from the surroundings, and the functions within the building. With four sides of exposure and the prominence of the building on the corner of the site, this building is described by the design guidelines as a “jewel” building.

The building roof forms are a mix of “flat” and sloped conditions to compliment the regional aesthetic, but composed to address the site and functions. The combination of sloped roofs addresses the corner of the site, identifies entry, and provides variety in mass and form around the four sides of the building.

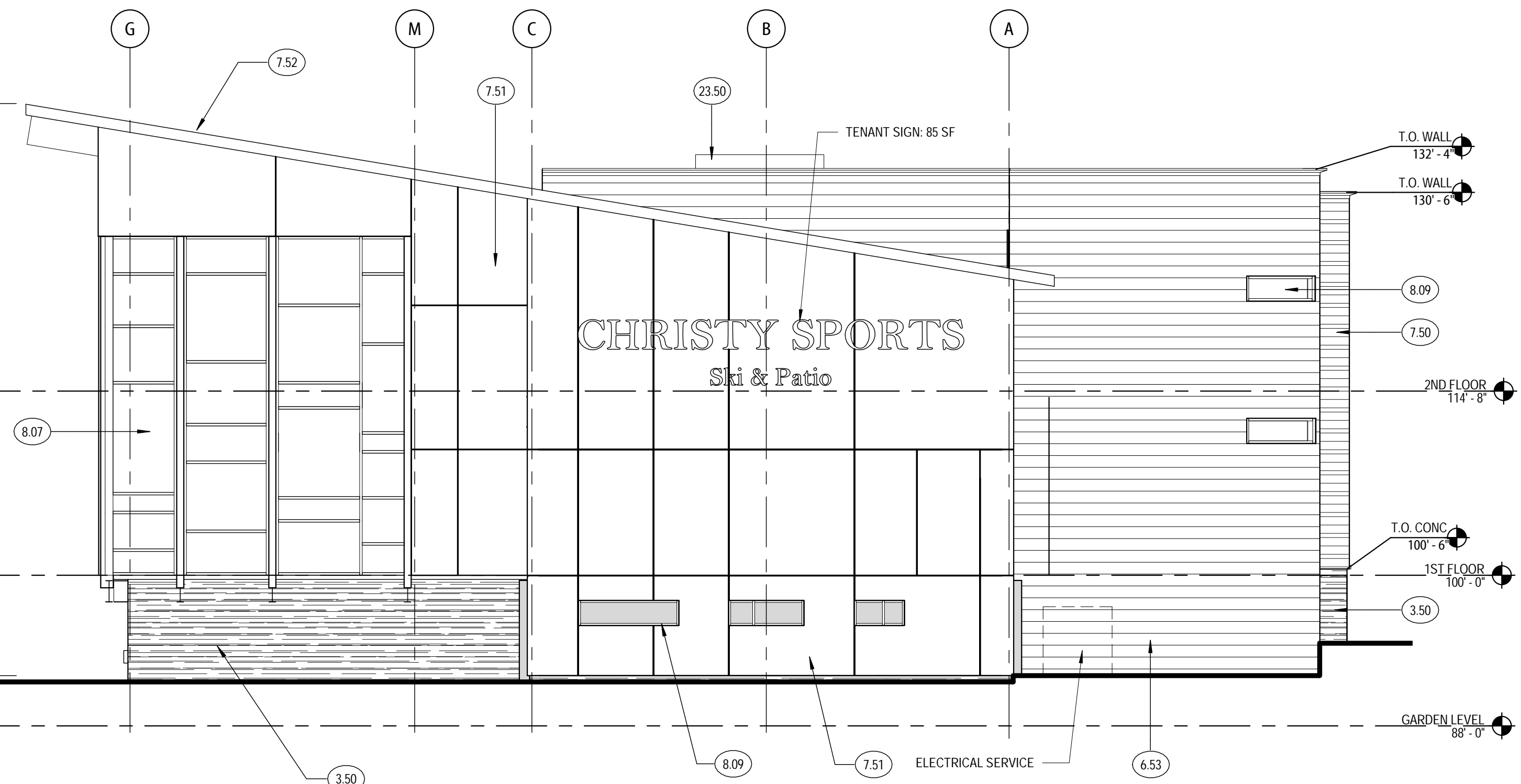
Glass and windows are composed on each elevation to emphasize the massing of the building, address highly visible views of the building from the highway, denote the entry point to the building, connect interior and exterior environments, and address energy efficiency and building orientation on the site. In addition to clear glazing, some frosted glazing is added along the north elevation to add interest at night, to daylight the two-story volume at the front of the space, and provide appropriate thermal protection on the north elevation.

KEYNOTE LEGEND

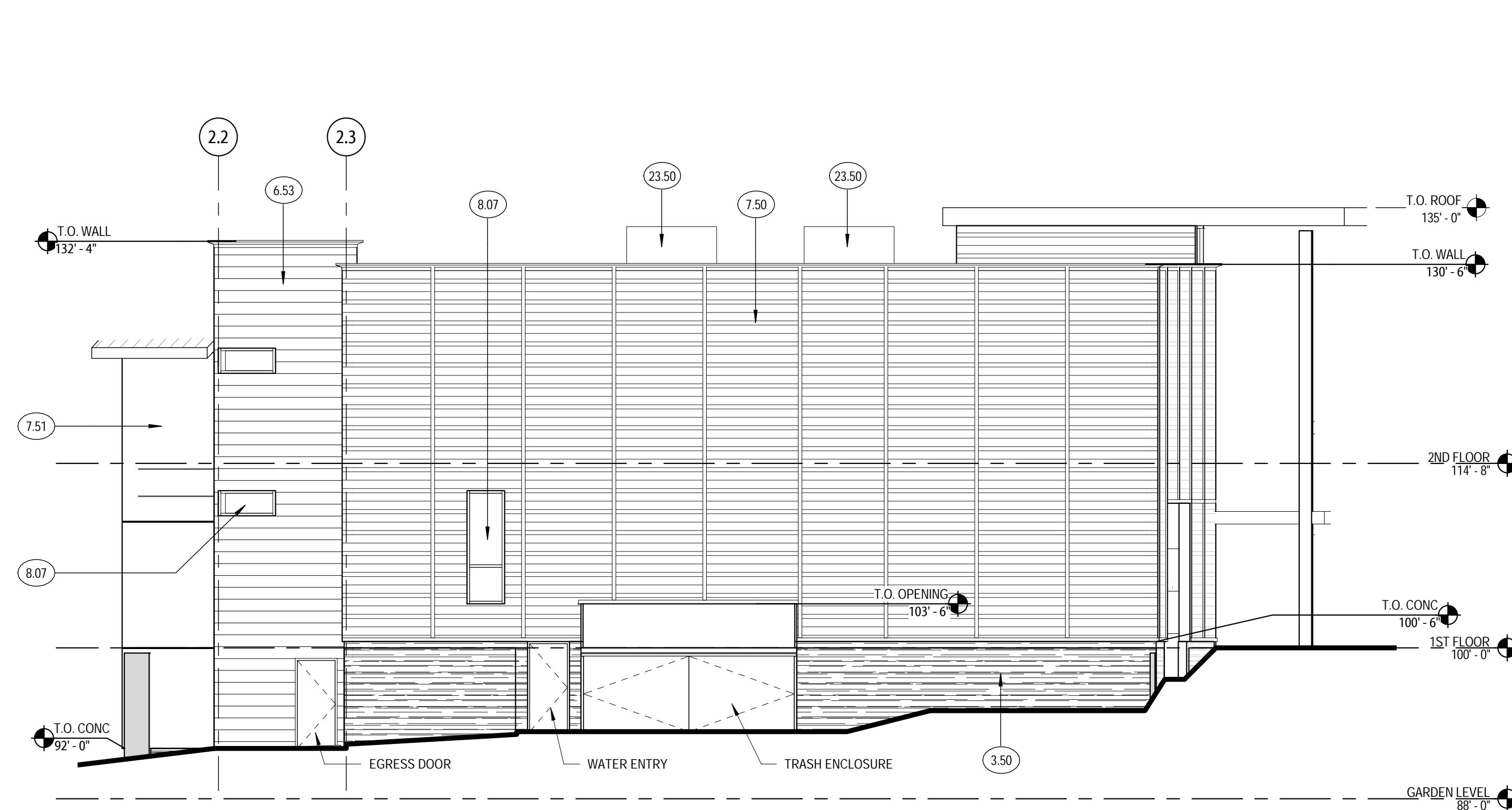
3.50	BOARD FORMED CONCRETE
6.50	COMPOSITE WOOD DECKING
6.53	CEDAR LAP SIDING, WD-3
7.17	WEATHERED STEEL ROOFING
7.50	HARDIEPLANK FIBER CEMENT SIDING WITH VERTICAL BATTEN - VARIED EXPOSURE HARDIE LAP SIDING, 4, 6, 8, AND 12 INCH EXPOSURES, FCP-1
7.51	STUCCO
7.52	SHEET METAL ROOFING STANDING SEAM
8.07	ALUMINUM FRAMED STOREFRONT
8.09	ALUMINUM FRAME WINDOW, TYP
8.17	TRANSLUCENT ASSEMBLIES (KALWALL)
23.50	ROOFTOP MECHANICAL UNIT



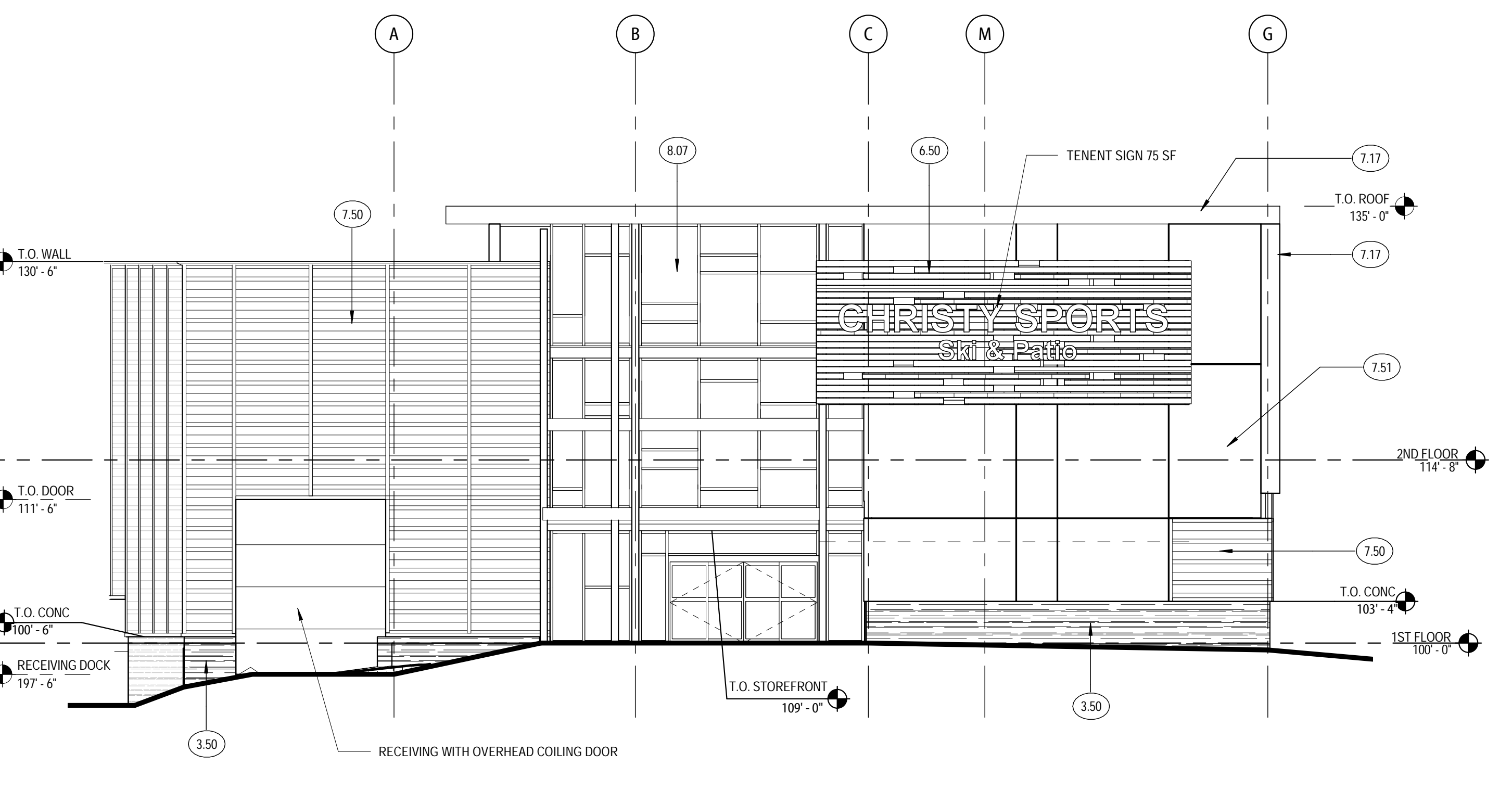
PUD - NORTH ELEVATION
 1/8" = 1'-0"



PUD - WEST ELEVATION
 1/8" = 1'-0"



PUD - SOUTH ELEVATION
 1/8" = 1'-0"



PUD - EAST ELEVATION
 1/8" = 1'-0"

CHRISTY SPORTS - DILLON

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 817 US-67, DILLON, CO 80435



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SHEET TITLE
EXHIBIT C - ELEVATIONS

RTA PROJECT NUMBER
14093.00
 DATE
08.16.2017

#	DATE	DESCRIPTION

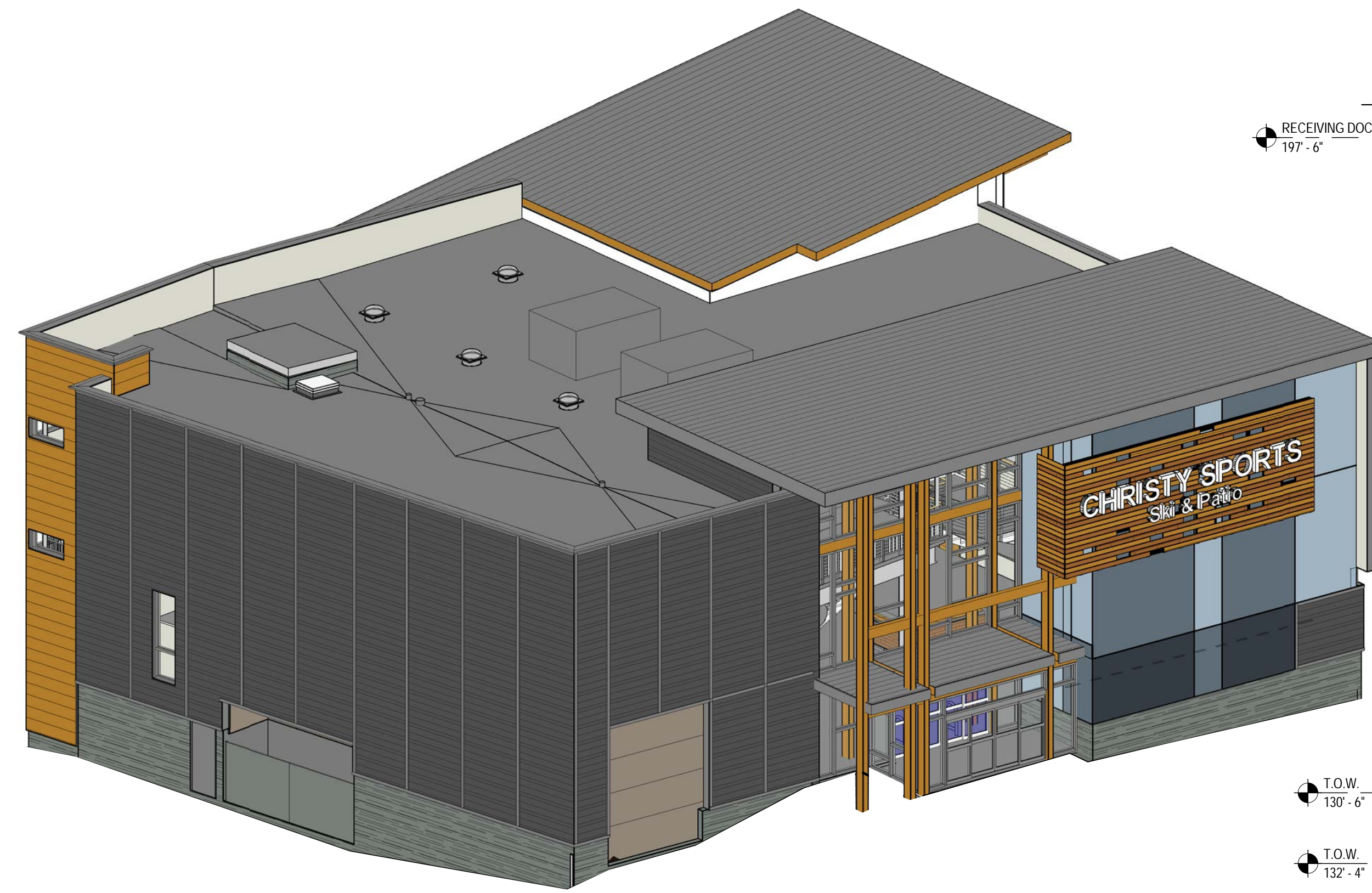
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 DRAWN BY: **CMM**
 CHECKED BY: **PAW**

ISSUED FOR:
PUD SUBMITTAL

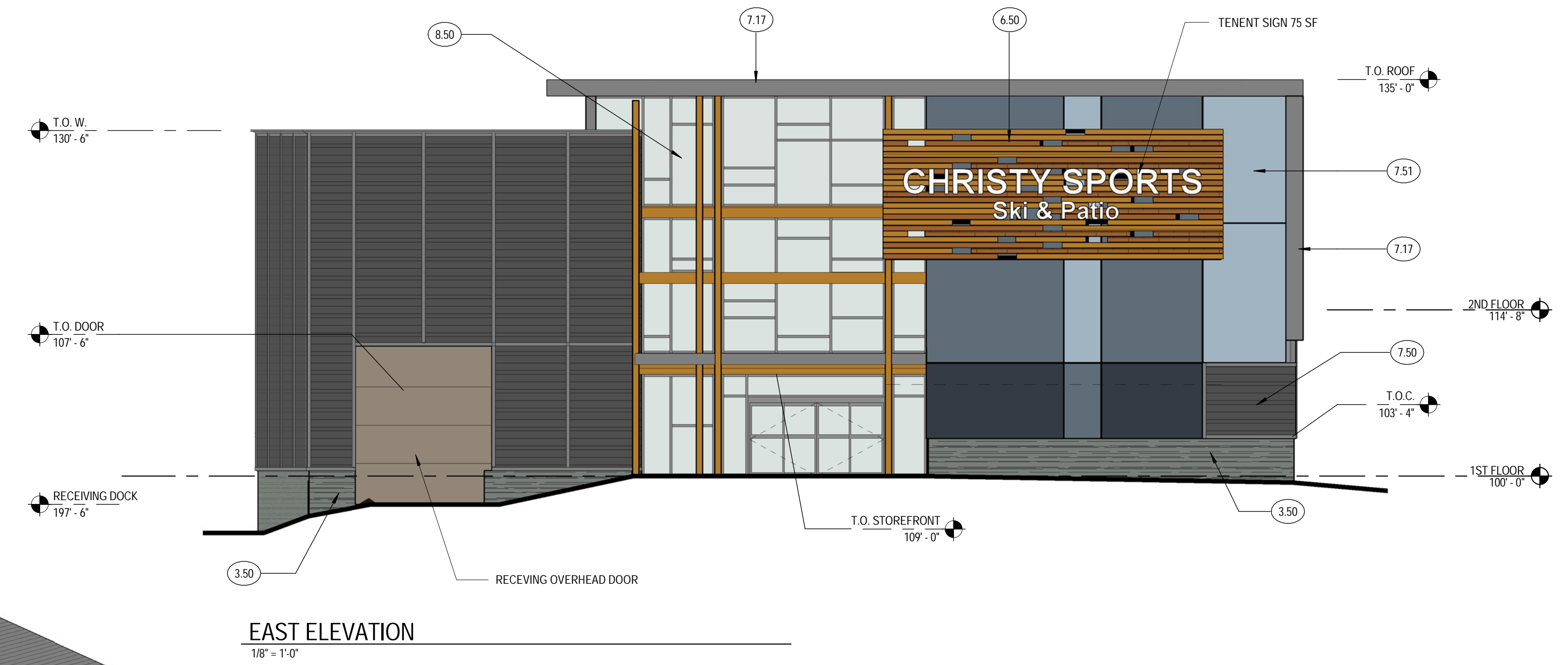
SHEET NO.
C.1

KEYNOTE LEGEND

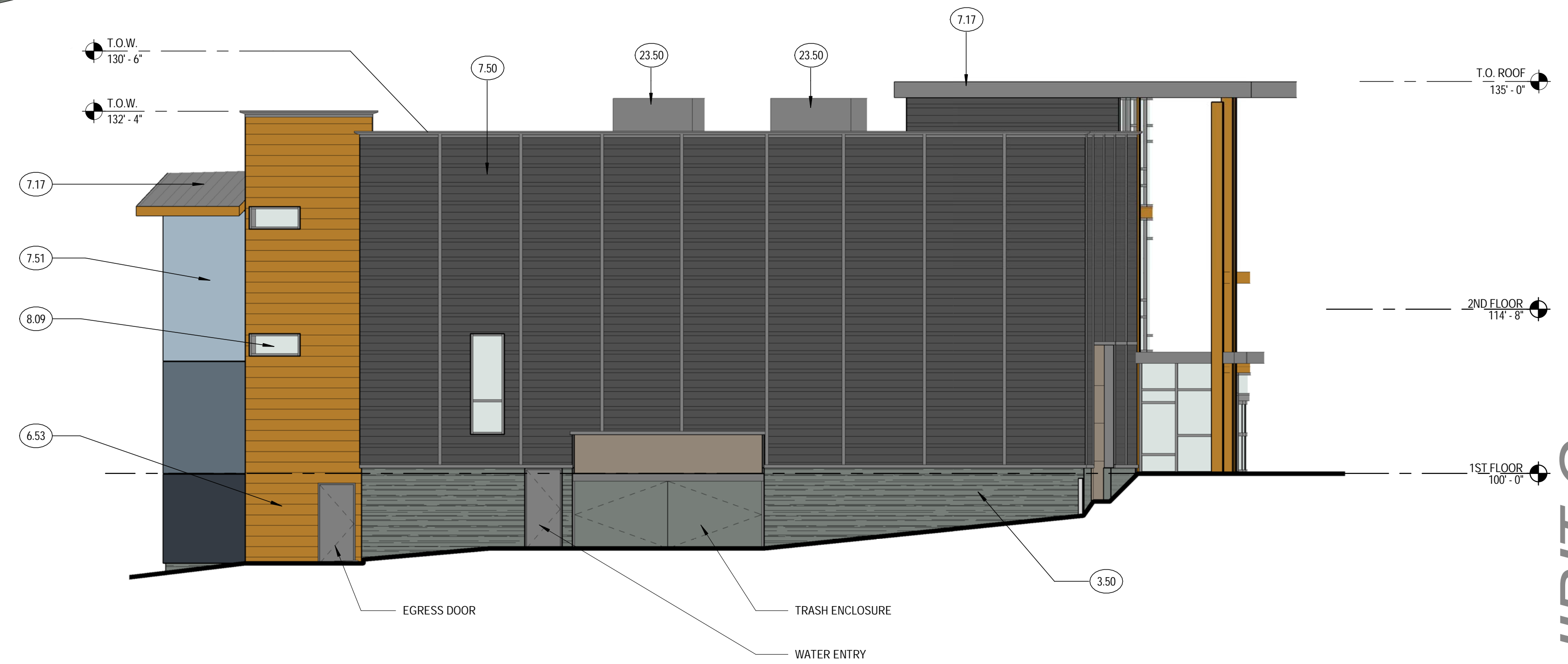
3.50	BOARD FORMED CONCRETE
6.50	COMPOSITE WOOD DECKING
6.53	CEDAR LAP SIDING, WD-3
7.17	WEATHERED STEEL ROOFING
7.50	HARDIEPLANK FIBER CEMENT SIDING WITH VERTICAL BATTEN - VARIED EXPOSURE HARDIE LAP SIDING, 4, 6, 8, AND 12 INCH EXPOSURES, FCP-1
7.51	STUCCO
8.09	ALUMINUM FRAME WINDOW, TYP.
8.50	GLU-LAM COLUMNS AND BEAMS WITH ALUMINUM CURTAINWALL
23.50	ROOFTOP MECHANICAL UNIT



AXONOMETRIC - SOUTHEAST CORNER



EAST ELEVATION
 1/8" = 1'-0"



SOUTH ELEVATION
 1/8" = 1'-0"

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SHEET TITLE
EXHIBIT C - AXON. AND ELEVATIONS
 RTA PROJECT NUMBER
14093.00
 DATE
08.16.2017

#	DATE	DESCRIPTION

DWG: DJA
 DRAWN BY: CMM
 CHECKED BY: PAW

ISSUED FOR:
PUD SUBMITTAL

SHEET NO.
C.2

EXHIBIT C

KEYNOTE LEGEND

3.50	BOARD FORMED CONCRETE
6.53	CEDAR LAP SIDING, WD-3
7.17	WEATHERED STEEL ROOFING
7.50	HARDIEPLANK FIBER CEMENT SIDING WITH VERTICAL BATTEN - VARIED EXPOSURE HARDIE
7.51	LAP SIDING, 4, 6, 8, AND 12 INCH EXPOSURES, FCP-1
7.52	STUCCO
8.09	SHEET METAL ROOFING STANDING SEAM
8.17	ALUMINUM FRAME WINDOW, TYP.
8.50	TRANSLUCENT ASSEMBLIES (KALWALL)
23.50	GLU-LAM COLUMNS AND BEAMS WITH ALUMINUM CURTAINWALL
	ROOFTOP MECHANICAL UNIT



19 SOUTH TEJON ST., SUITE 300
 COLORADO SPRINGS, CO, 80903
 TELE: 719-471-7566
 FAX: 719-471-1174
 www.rtaarchitects.com

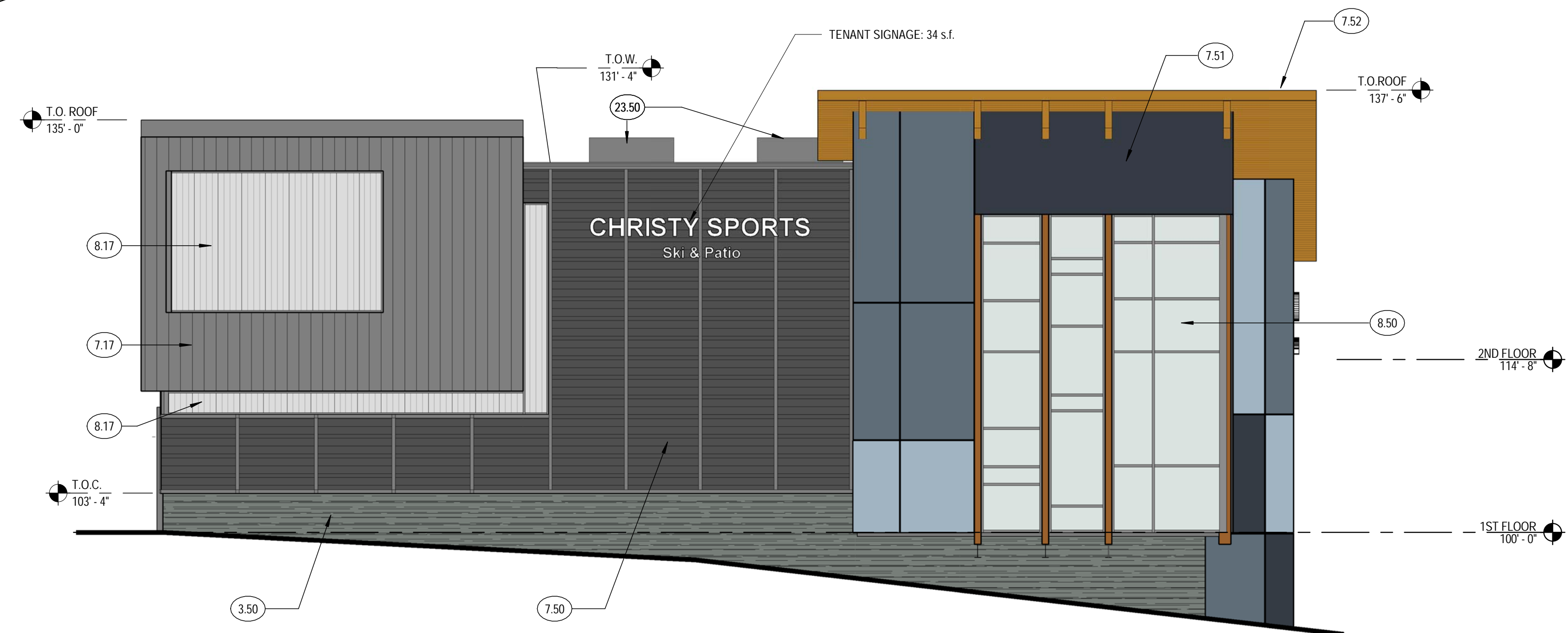


AXONOMETRIC - NORTHWEST CORNER



WEST ELEVATION

1/8" = 1'-0"



NORTH ELEVATION

1/8" = 1'-0"

CHRISTY SPORTS - DILLON

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SHEET TITLE
EXHIBIT C - AXON. AND ELEVATIONS
 RTA PROJECT NUMBER
14093.00
 DATE
08.16.2017

REVISIONS		
#	DATE	DESCRIPTION

DWG: DJA
 DRAWN BY: CMM
 CHECKED BY: PAW

ISSUED FOR:
PUD SUBMITTAL

SHEET NO.
C.3

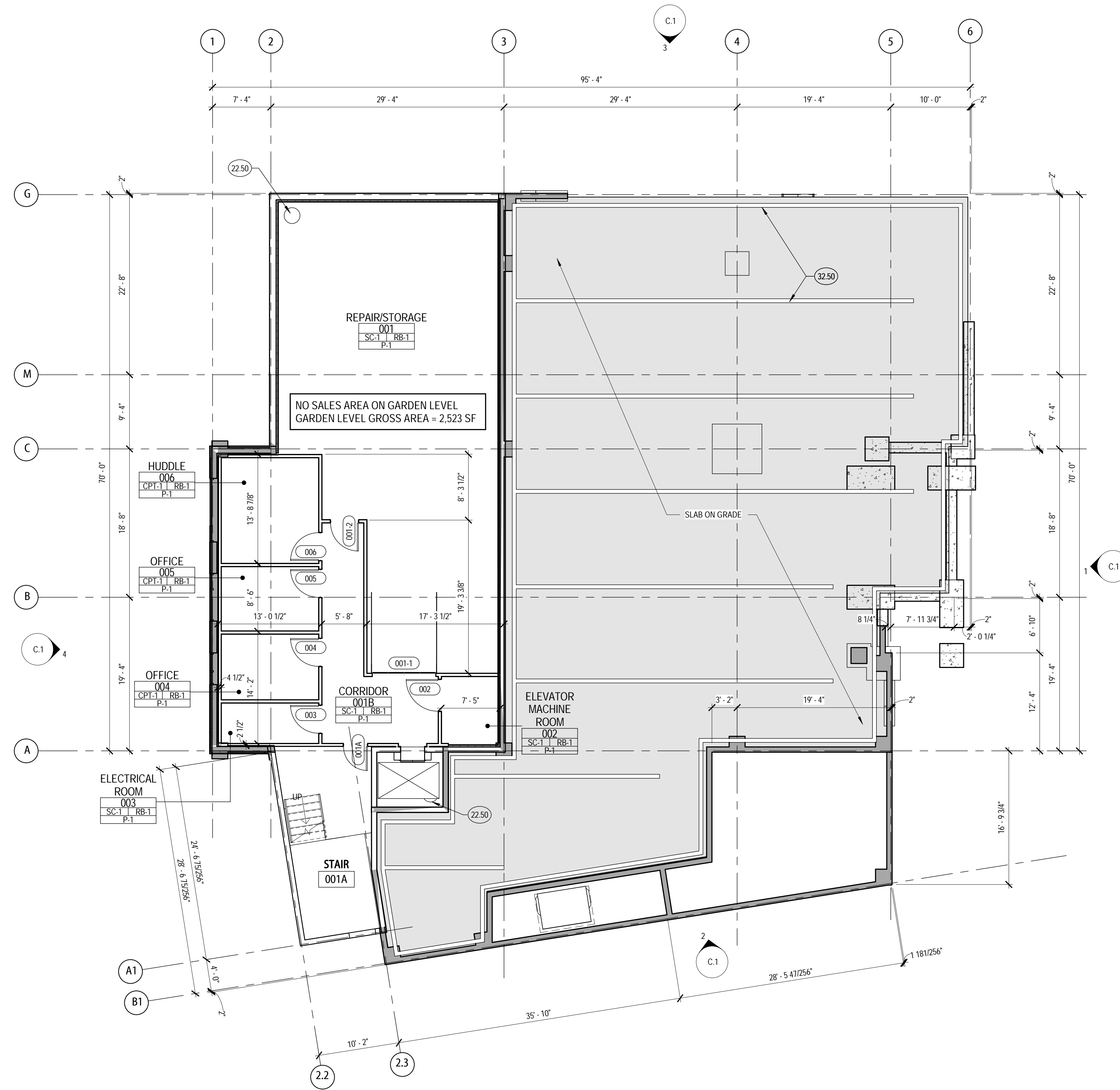
EXHIBIT C

KEYNOTE LEGEND

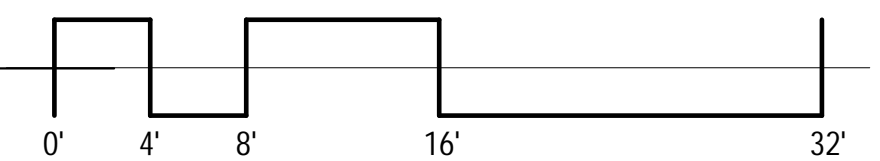
22.50 SUMP PIT
32.50 UNDER SLAB INTERIOR DRAIN



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GARDEN LEVEL PLAN
1/8" = 1'-0"
NORTH



CHRISTY SPORTS - DILLON

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817 US-67, DILLON, CO 80435



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SHEET TITLE
EXHIBIT C - GARDEN LEVEL FLOOR PLAN

RTA PROJECT NUMBER
14093.00

DATE
08.16.2017

#	DATE	DESCRIPTION

DWG: **DJA**
DRAWN BY: **CMM**
CHECKED BY: **PAW**

ISSUED FOR:
PUD SUBMITTAL

SHEET NO.
C.4

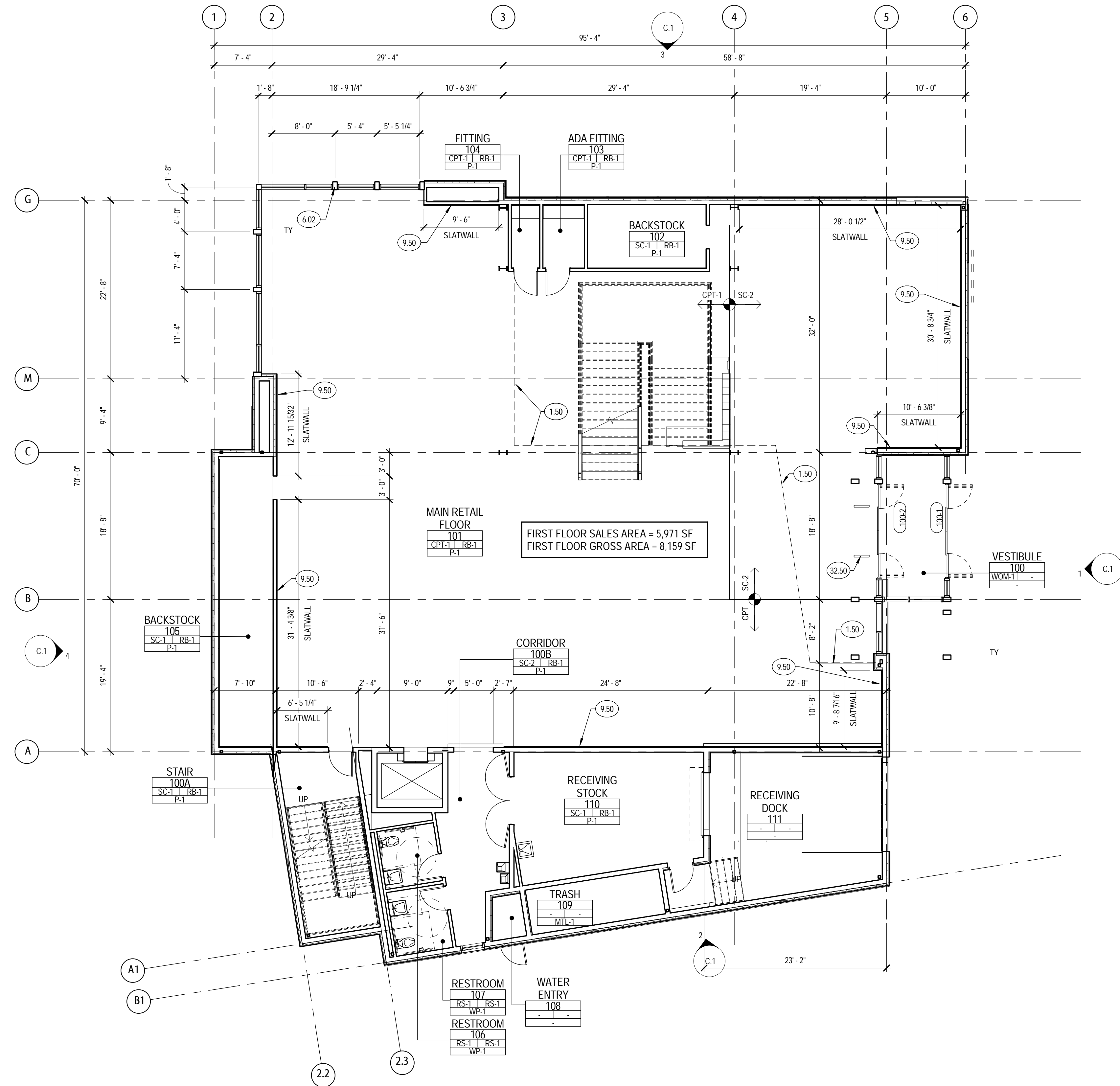
EXHIBIT C

KEYNOTE LEGEND

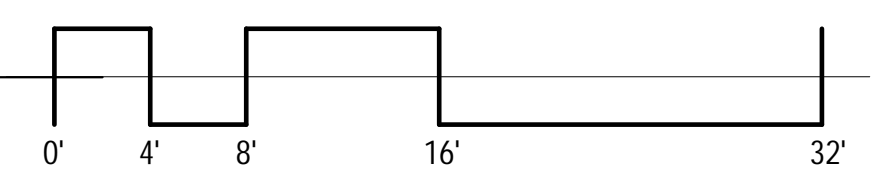
1.50	LINE OF FLOOR ABOVE
6.02	HEAVY TIMBER (BEAM, COLUMN) RE: STRUCTURAL, WD-1
9.50	SLATWALL, 2'-0" A.F.F. TO 10'-0" A.F.F.; RE: FINISH PLAN AND SCHEDULE
32.50	UNDER SLAB INTERIOR DRAIN



19 SOUTH TEJON ST., SUITE 300
 COLORADO SPRINGS, CO. 80903
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 FAX: 719-471-1174
 www.rtaarchitects.com



FIRST FLOOR PLAN
 1/8" = 1'-0"



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EXHIBIT C - FIRST FLOOR PLAN

RTA PROJECT NUMBER
14093.00
 DATE
08.16.2017

#	DATE	DESCRIPTION
---	------	-------------

DWG: **DJA**
 DRAWN BY: **CMM**
 CHECKED BY: **PAW**

ISSUED FOR:
PUD SUBMITTAL

SHEET NO.
C.5

EXHIBIT C



2 CHARACTER & ENVIRONMENT

DESIGN STANDARDS CHECKLIST

SECTION	APPLICANT Y/N	P&Z Y/N	P&Z COMMENTS
DRAW AUTHENTICITY FROM HISTORIC ARCHITECTURE			
Symbolic connection to historic architecture	Yes		
DEFINE THE PUBLIC DOMAIN			
2-story datum at buildings taller than 2 stories	N/A		
Building base use(s) meets intent of acceptable uses	Yes		
Base height relates to 2-story datum, where possible	Yes		
15' floor-to-floor height at grade level	Yes		
Window sills no higher than 36"	No		
Storefront mullion colors to be dark (other finishes approved on a case-by-case basis)	No		
Glazing meets or exceeds 60% transparent/40% solid ratio at <u>primary façade</u> base	No		
Simply detailed storefront design	Yes		
Roofs/awnings designed for snowmelt mitigation	Yes		
Fabric awning slope 1:3	N/A		
Permanent awning slope 3:12	N/A		
Primary façade to have main building entrance	Yes		
(2) primary façades for buildings with (3) façades visible from public right-of-way	Yes		
Façade materials should wrap corners a min. of 24"	No		
Blank walls visible to the public are not acceptable	No		
CREATE COMPLEMENTARY DEVELOPMENTS			
National brands adoption of these Guidelines for exterior architectural design	Yes		
TAKE ADVANTAGE OF THE CLIMATE			
Conceal rooftop utilities from sight	Yes		

Please refer to attached comments for each "No" response



3 BUILDING FORM & ARTICULATION

DESIGN STANDARDS CHECKLIST

SECTION	APPLICANT Y/N	P&Z Y/N	P&Z COMMENTS
EXPRESS THE BASE, MIDDLE, & TOP			
Articulate building façades into Base, Middle, & Top	Yes		
Description of Base, Middle, & Top in Design Narrative	Yes		
No overly complex roofs or incompatible roof styles	Yes		
Use of proportional rules for Base, Middle, & Top	Yes		
EXPRESS THE BUILDING WEIGHT & STRUCTURE			
Description of contextual influence emphasis relative to apparent weight: Mountain or Lake	Yes		
BUILDING HEIGHTS & VIEW CORRIDORS			
Modulate façades above 2-story datum to differentiate from building base	N/A		
EXPRESS THE ROOF FORM			
Emphasize Top layer that caps building volumes below	Yes		
5:12 minimum, and 12:12 maximum roof slope (steeper is acceptable if <u>Jewel building</u>)	Yes		
3:12 min. roof slope for projections/permanent awnings	N/A		
No mansard-style roof forms	Yes		
Simple, powerful, character-defining roof(s)	Yes		
Dormers set in a consistent rhythm, set 3' back from eave edge or projecting past eave edge	N/A		
Shed and gable roofs: 24" min. roof overhang at primary façades, 18" min. roof overhang at secondary façades	Yes		
Use of structural beams, outriggers, and/or brackets at 18" + roof overhangs. 2" x2" minimum dimension for exposed support ends	Yes		
Roof runoff mitigation plan	Yes		
CREATE RECESSES & PROJECTIONS			
Use of projections to protect building entrances	Yes		
Concealed drainage at projections	Yes		

Please refer to attached comments for each "No" response



4 CRAFT, MATERIALS, & COLORS

DESIGN STANDARDS CHECKLIST

SECTION	APPLICANT Y/N	P&Z Y/N	P&Z COMMENTS
HIGHLIGHT THE CRAFT			
Utilize or mimic authentic fastening and joinery methods	Yes		
Pragmatic and highly crafted architectural features	Yes		
USE LOCAL MATERIALS & TEXTURES			
Minimum of (2) primary façade materials	Yes		
Stone heights min. 4"H, with preference for 8-12"H	N/A		
Materials wrap building corners min. of 24"	No		
Ashlar pattern at stone cladding	N/A		
Rough-sawn or hand-hewn finish at timbers	No		
Use of acceptable wood cladding patterns	Yes		
Use of metal cladding for roof and/or wall accent only	Yes		
Use of acceptable metal wall and/or roof patterns	Yes		
Clear glazing ratio of 60% min. glazing to 40% solid	No		
Clear glazing with no more than 10% light reduction. No opaque films or glass at <u>public domain</u> .	Yes		
Stucco at building Middle layer, not Base layer	N/A		
COLOR PALETTES & ACCENTS			
Darker tone storefront mullion color	No		
Natural color palette with combination of marine accents (if Lake style influences)	Yes		
Façade colors of medium to dark natural tones. Bright colors only used for interventions or minor focal elements.	Yes		
Roof colors of dark natural tones (unless galvanized), muted, low reflectivity, natural tones. Bright colors only used for interventions or minor focal elements.	Yes		
10% maximum area usable for accent colors on façades	No		

Please refer to attached comments for each "No" response



PROJECT: Christy Sports – Summit County
PROJECT NO: 14093.00
DATE: August 17, 2017
TO: Mr. Dan Burroughs
Town of Dillon, Colorado
SUBJECT: Design Standards Checklist Commentary

This document is related to three checklists identified in the Town of Dillon Design Guidelines, and only addresses characteristics where the proposed project does not lend itself to the guidelines' description, or for specific reasons does not clearly comply with the characteristic.

2 CHARACTER & ENVIRONMENT - DESIGN STANDARDS CHECKLIST

DRAW AUTHENTICITY FROM HISTORIC ARCHITECTURE

Symbolic connection to historic architecture YES
No comment

DEFINE THE PUBLIC DOMAIN

2-story datum at buildings taller than 2 stories N/A
No comment

Building base use(s) meets intent of acceptable uses YES
No comment

Base height relates to 2-story datum, where possible YES
No comment

15' floor-to-floor height at grade level YES
No comment

Window sills no higher than 36" NO

The glass curtain wall at the northwest corner of the building provides a strong visual connection between the interior and the street and sidewalks along Route 6 and West Anemone Trail. The sill of the two story, floor-to-ceiling glazing is more than 36" above the sidewalk due to the existing site topography, but is also separated from the sidewalk by a landscape strip. This section of the building rises over the exposed foundation walls of the partly sub-grade garden level.

Storefront mullion colors to be dark (other finishes approved on a case-by-case basis) NO

The primary visual framing of the openings is heavy timber laminated wood columns. The storefront is clear anodized aluminum to complement the remaining building materials. The silver color is an accent that evokes authentic Mountain and Lake style elements such as the silver that was once mined in the area, the shine of sailboat rigging hardware, and the steel edges of skis.

Glazing meets or exceeds 60% transparent/40% solid Ratio at primary façade base NO

While street level glazing does not approach 60% of the primary façade base, the storefront glazing does identify the building entrance and the main sales area with floor-to-ceiling, and wall-to-wall glass in specific locations. Other areas of the building base are separated from pedestrian ways by landscaping.

Simply detailed storefront design YES
No comment

Roofs/awnings designed for snowmelt mitigation YES
No comment

Fabric awning slope 1:3 N/A
No comment

Permanent awning slope 3:12	N/A
No comment	
Primary façade to have main building entrance	YES
No comment	
Two primary façades for buildings with three façades	YES
No comment	
Visible from public right-of-way	YES
No comment	
Façade materials should wrap corners minimum 24"	NO
Materials wrapping corners on the north elevation return 1'-8", but the volumes described by these corners are also defined by different roof forms, different eave heights, and by the reveal of translucent wall panel. These volumes effectively divide the mass of the building into recognizable sections.	
Blank walls visible to the public are not acceptable.	NO
The relatively simple south elevation is articulated in several ways. The elevation is divided at the main floor level from the garden level's exposed board formed concrete foundation walls. The material texture is modulated by a change from the lap siding on the west end of the wall to the board and natural wood siding on the main elevation. The small windows relate to the interior space and usage, and much of the site landscaping occurs along this façade.	
CREATE COMPLEMENTARY DEVELOPMENTS	
National brands adoption of these Guidelines for exterior architectural design	YES
No comment	
TAKE ADVANTAGE OF THE CLIMATE	
Conceal rooftop utilities from sight	YES
No comment	

3 BUILDING FORM & ARTICULATION - DESIGN STANDARDS CHECKLIST

EXPRESS THE BASE, MIDDLE, & TOP	
Articulate building façades into Base, Middle, & Top	YES
No comment	
Description of Base, Middle, & Top in Design Narrative	YES
No comment	
No overly complex roofs or incompatible roof styles	YES
No comment	
Use of proportional rules for Base, Middle, & Top	YES
No comment	
EXPRESS THE BUILDING WEIGHT & STRUCTURE	
Contextual influence emphasis relative to apparent weight: Mountain or Lake	YES
No comment	
BUILDING HEIGHTS & VIEW CORRIDORS	
Modulate façades above 2-story datum to differentiate from building base	N/A
No comment	
EXPRESS THE ROOF FORM	
Emphasize Top layer that caps building volumes below	YES
No comment	
5:12 minimum, and 12:12 maximum roof slope (steeper is acceptable if Jewel building)	YES
No comment	
3:12 min. roof slope for projections/permanent awnings	N/A
No comment	
No mansard-style roof forms	YES
No comment	
Simple, powerful, character-defining roof(s)	YES
No comment	

Dormers set in a consistent rhythm, 3' from eave edge or projecting past eave edge	N/A
No comment	
Shed and gable roofs: 24" min. roof overhang at primary façades, 18" min. roof overhang at secondary façades	YES
No comment	
Use of structural beams, outriggers, and/or brackets at 18"+ roof overhangs. 2"x2" minimum dimension for exposed support ends	YES
No comment	
Roof runoff mitigation plan	YES
No comment	
CREATE RECESSES & PROJECTIONS	
Use of projections to protect building entrances	YES
No comment	
Concealed drainage at projections	YES
No comment	

4 CRAFT, MATERIALS, & COLORS - DESIGN STANDARDS CHECKLIST

HIGHLIGHT THE CRAFT

Utilize or mimic authentic fastening and joinery methods YES
No comment

Pragmatic and highly crafted architectural features YES
No comment

USE LOCAL MATERIALS & TEXTURES

Minimum of (2) primary façade materials YES
No comment

Stone heights min. 4"H, with preference for 8-12"H N/A
No comment

Materials wrap building corners min. of 24" NO

Materials wrapping corners on the north elevation return 1'-8", but the volumes described by these corners are also defined by different roof forms, different eave heights, and by the reveal of translucent wall panel. These volumes effectively divide the mass of the building into recognizable sections.

Ashlar pattern at stone cladding N/A
No comment

Rough-sawn or hand-hewn finish at timbers NO

Structural wood members are not rough sawn or hewn, but rather laminated, with a clear finish showing the layers and character of the wood. Joints are articulated with steel connectors.

Use of acceptable wood cladding patterns YES
No comment

Use of metal cladding for roof and/or wall accent only YES
No comment

Use of acceptable metal wall and/or roof patterns YES
No comment

Clear glazing ratio of 60% min. glazing to 40% solid NO

While street level glazing does not approach 60% of the primary façade base, the storefront glazing does identify the building entrance and the main sales area with floor-to-ceiling, and wall-to-wall glass in specific locations. Other areas of the building base are separated from pedestrian ways by landscaping.

Clear glazing with no more than 10% light reduction. YES
No comment

No opaque films or glass at public domain. YES
No comment

Stucco at building Middle layer, not Base layer YES
No comment

COLOR PALETTES & ACCENTS

Darker tone storefront mullion color

NO

The primary visual framing of the opening is the heavy timber laminated wood columns. The storefront is clear anodized aluminum to complement the remaining building materials. The silver color is an accent that evokes authentic Mountain and Lake style elements such as the silver that was once mined in the area, the shine of sailboat rigging hardware, and the steel edges of skis.

Natural color palette with combination of marine accents (if Lake style influences)

YES

No comment

Façade colors of medium to dark natural tones. Bright colors only used for interventions or minor focal elements.

YES

No comment

Roof colors of dark natural tones (unless galvanized), muted, low reflectivity, natural tones. Bright colors only used for interventions or minor focal elements.

YES

No comment

10% maximum area usable for accent colors on façades

NO

Accent colors used on more than 10% of the facades are a component of brand recognition for Christy Sports, and are appropriate for a Jewel building. The dark and light blue hues also contribute to the Mountain and Lake style aesthetic, evoking water and sky.

REPORTED BY: Doug Abernethy, AIA
Principal

CC: Hugh O'Winter, Director of Real Estate, Christy Sports LLC



720.283.6783 Office
1500 West Canal Court
Littleton, Colorado 80120

 REDLAND.COM

August 8, 2017

Mr. Dan Burroughs, P.E.
Town Engineer & Community Development Director
Town of Dillon
275 Lake Dillon Drive
Dillon, CO 80435

**Re: Christy Sports
Grading Narrative**

Dear Mr. Burroughs:

Redland is providing this narrative to justify the parking lot grades, specifically the 6.0% slope along the north side of the parking lot.

The existing road grade on Little Dam Street varies from 5.75% to 6.58%. The existing trail grade on the US-6 trail is 5.39%. These site constraints are the reason for the steep parking lot grades. The parking lot will receive sunlight during the winter months which will help minimize the concern of ice on the pavement.

If you have any questions regarding the above response to comments, please contact me at 720-283-6783.

A handwritten signature in blue ink, appearing to read "Mark Cevaal".

Mark Cevaal, P.E.
Sr. Project Manager



Lake Dillon Fire-Rescue

(970) 262-5100

PO Box 4428

Dillon, CO 80435

www.ldfr.org

Fire Prevention Division

Frisko Station #2

301 South 8th Avenue

Phone: 970-262-5201

Fax: 970-262-5250

Inspection Request Line:
970-262-5215

Administration Office Station #10

401 Blue River Parkway

Phone: 970-262-5100

Fax: (970) 262-5150

Dillon Station #8

225 Lake Dillon Drive

Fax: 970- 262-5350

Keystone Station #11

22393 U.S. Hwy. 6

Fax: 970- 262-5450

**Unwavering
Dedication to
Serving Our
Community With
Integrity,
Compassion And
Professionalism**

Mr. Dan Burroughs
Town of Dillon,
Community Development Department
P.O. Box 8
Dillon, CO. 80435

July 25, 2017

Re: Christy Sports PUD Site Plan Review, 817 U.S. Highway 6, Dillon, CO.

Dear Sir,

Thank you for the opportunity to review and comment on the above project. The fire department has the following comments and concerns at this time:

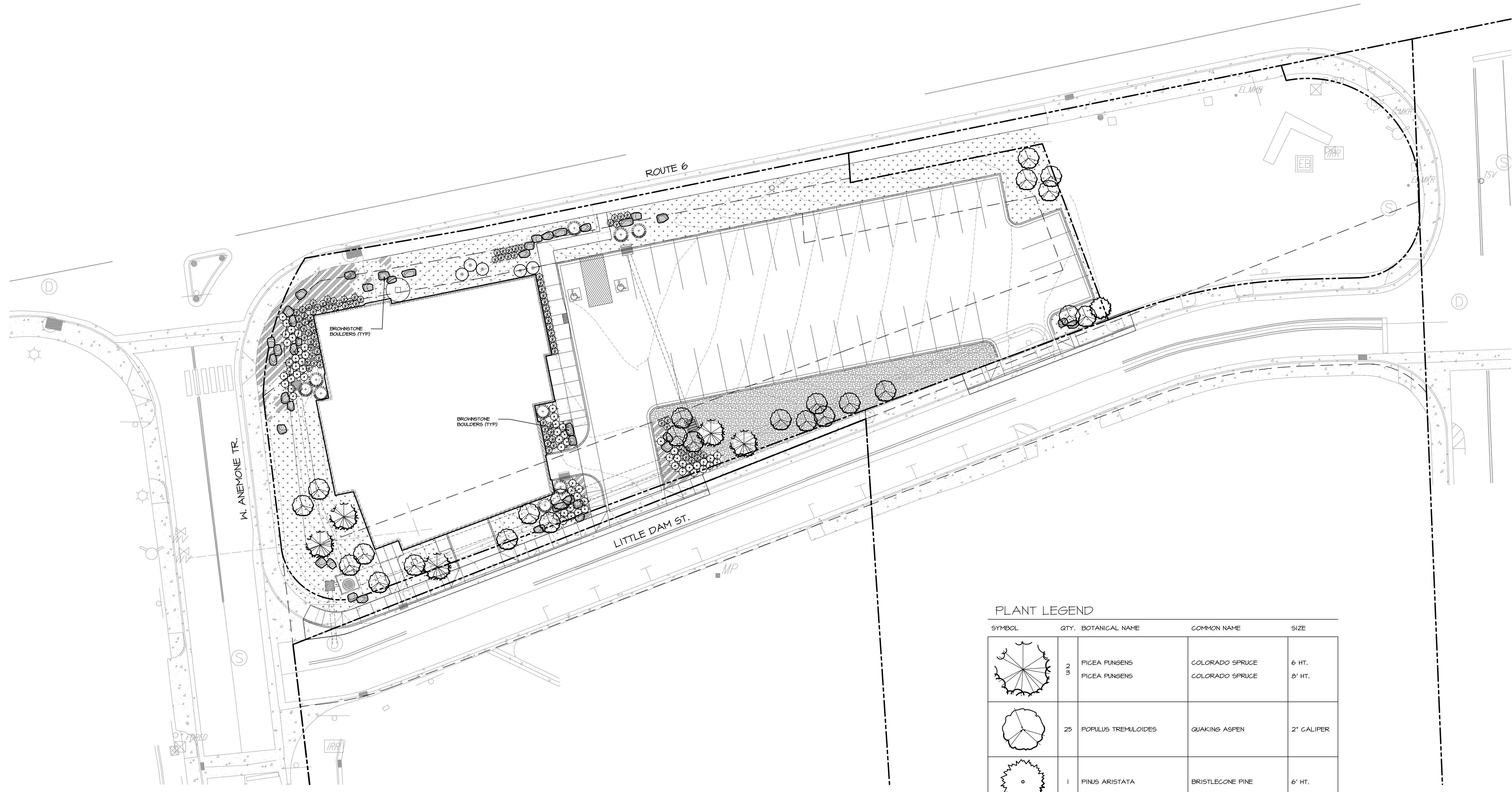
1. A construction permit through the fire department is required for this building.
2. Based on the square footage of the building, an approved fire sprinkler system is required. Please advise the developer to size the new waterline into the building to accommodate both domestic and fire sprinkler demand. A separate permit is required for the fire sprinkler system installation. See fire department for details.
3. A required fire sprinkler system will require an approved fire alarm system. A separate permit is required for the fire alarm system installation. See fire department for details.
4. I would be happy to meet with the developer to discuss fire code issues.

If you have any question please give me a call at my office, 262-5202.

My work week is Tuesday through Friday. Thank you for your cooperation.

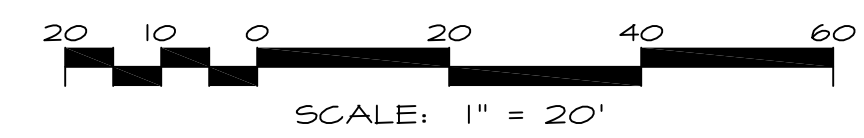
Sincerely,

Steven Skulski
Assistant Chief/Fire Marshal
Lake Dillon Fire District



PLANT LEGEND

SYMBOL	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	2	PICEA PUNSENS	COLORADO SPRUCE	6 HT.
		PICEA PUNSENS	COLORADO SPRUCE	8' HT.
	25	POPULUS TREMULOIDES	QUAKING ASPEN	2" CALIPER
	1	PINUS ARISTATA	BRISTLECONE PINE	6' HT.
	1	ACER GINNALA	AMUR MAPLE	5 GAL.
	5	CORNUS STOLONIFERA	REDTWIG DOGWOOD	5 GAL.
	4	PINUS MUGO	DWARF MUGO PINE	5 GAL.
	85	CALAMAGROSTIS ACUTIFLORA KARL FOERSTER	FEATHER REED GRASS	5 GAL. -
	60	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA GRASS	5 GAL.
	300	ASSORTED GROUND COVERS AND PERENNIAL FLOWERS - 400 S.F.		1 GAL.
	20	ROCK MULCH 4" - 6" GOBBLE - 2200 S.F.		FLATS - 32
		REVEGETATE ALL DISTURBED AREAS WITH NATIVE GRASS & WILDFLOWER SEED MIX		



CHRISTY SPORTS - DILLON

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817 US-67, DILLON, CO 80435



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LANDSCAPE PLAN

RTA PROJECT NUMBER
14093.00
DATE
08.15.2017

REVISIONS

1	2017-08-15	EXHIBIT D
---	------------	-----------

DWG: .
DRAWN BY: .
CHECKED BY: .

ISSUED FOR:
PUD SUBMITTAL

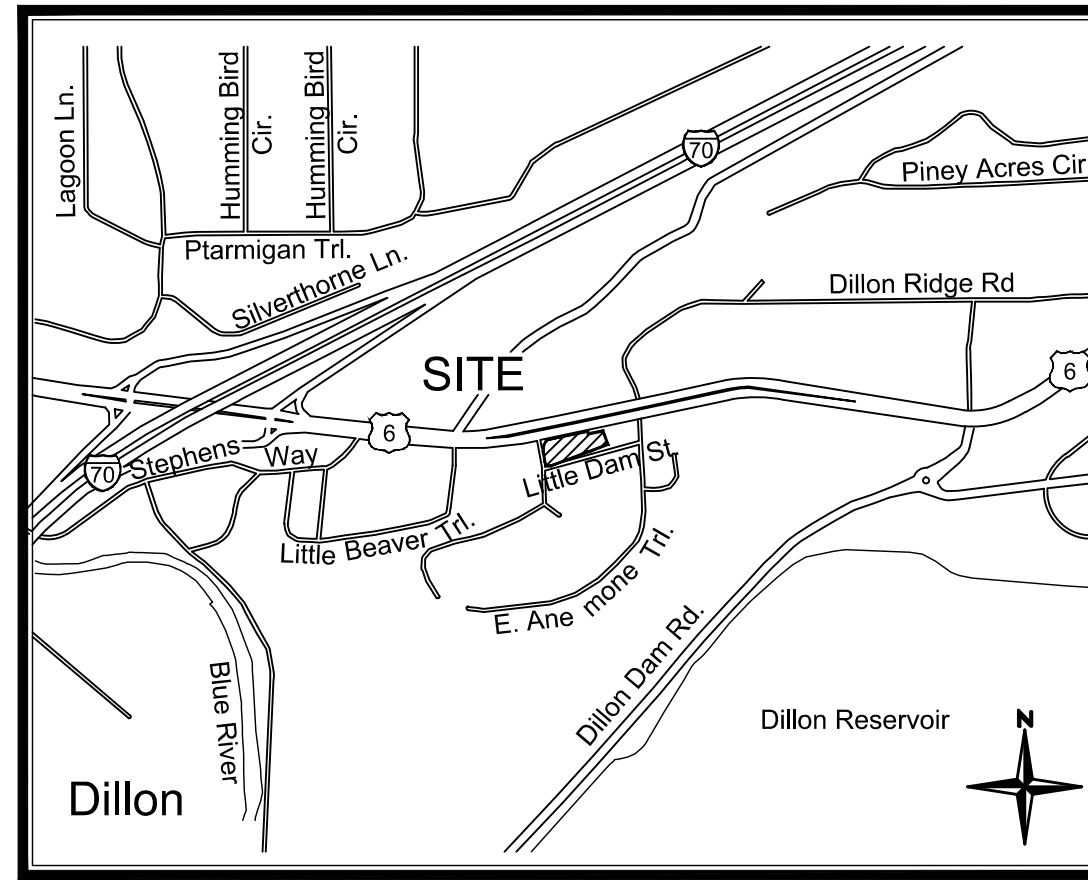
SHEET NO.
L1

EXHIBIT D

DEVELOPMENT PLAN

CHRISTY SPORTS

LOT 42R OF A REPLAT OF LOTS 41 & 42, PTARMIGAN TRAIL ESTATES, UNIT 1
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH,
 RANGE 77 WEST OF THE 6TH PRINCIPAL MERIDIAN IN THE TOWN OF DILLON,
 COUNTY OF SUMMIT, STATE OF COLORADO



VICINITY MAP
 1" = 1000'

SHEET INDEX	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	SITE PLAN
3	EXISTING FEATURES PLAN
4	GRADING PLAN
5	UTILITY PLAN

CONTACT INFORMATION

OWNER / DEVELOPER / APPLICANT:

CHRISTY SPORTS, LLC.
 CONTACT: HUGH O'WINTER
 875 PARFET STREET
 LAKEWOOD, CO 80215
 PHONE: (303) 237-6321

CIVIL ENGINEER:

REDLAND
 CONTACT: MARK CEVAAL, P.E.
 1500 WEST CANAL COURT
 LITTLETON, CO 80120
 PHONE: (720) 283-6783
 MCEVAAL@REDLAND.COM

ARCHITECT:

RTA ARCHITECTS, INC.
 CONTACT: MICHAEL RIGGS
 19 S. TEJON STREET, SUITE 300
 COLORADO SPRINGS, CO 80903
 PHONE: (719) 471-7566

TOWN ENGINEER:

TOWN OF DILLON
 CONTACT: DAN BURROUGHS
 275 LAKE DILLON DRIVE
 DILLON, CO 80435
 PHONE: (970) 262-3405
 DBURROUGHS@TOWNOFDILLON.COM



19 SOUTH TEJON ST., SUITE 300
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 FAX: 719-471-1174
 www.rtaarchitects.com



CHRISTY SPORTS - DILLON

817 DILLON ROAD LLC
 875 PARFET STREET, LAKEWOOD, CO 80215



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SHEET TITLE
COVER SHEET

RTA PROJECT NUMBER
14093.00

DATE
08.17.2017

REVISIONS		
#	DATE	DESCRIPTION
1	08/16/2017	2ND SUBMITTAL

GACC: MDC
 DRAWN BY: WC
 CHECKED BY: MDC

ISSUED FOR:
PUD APPLICATION

SHEET NO.
1

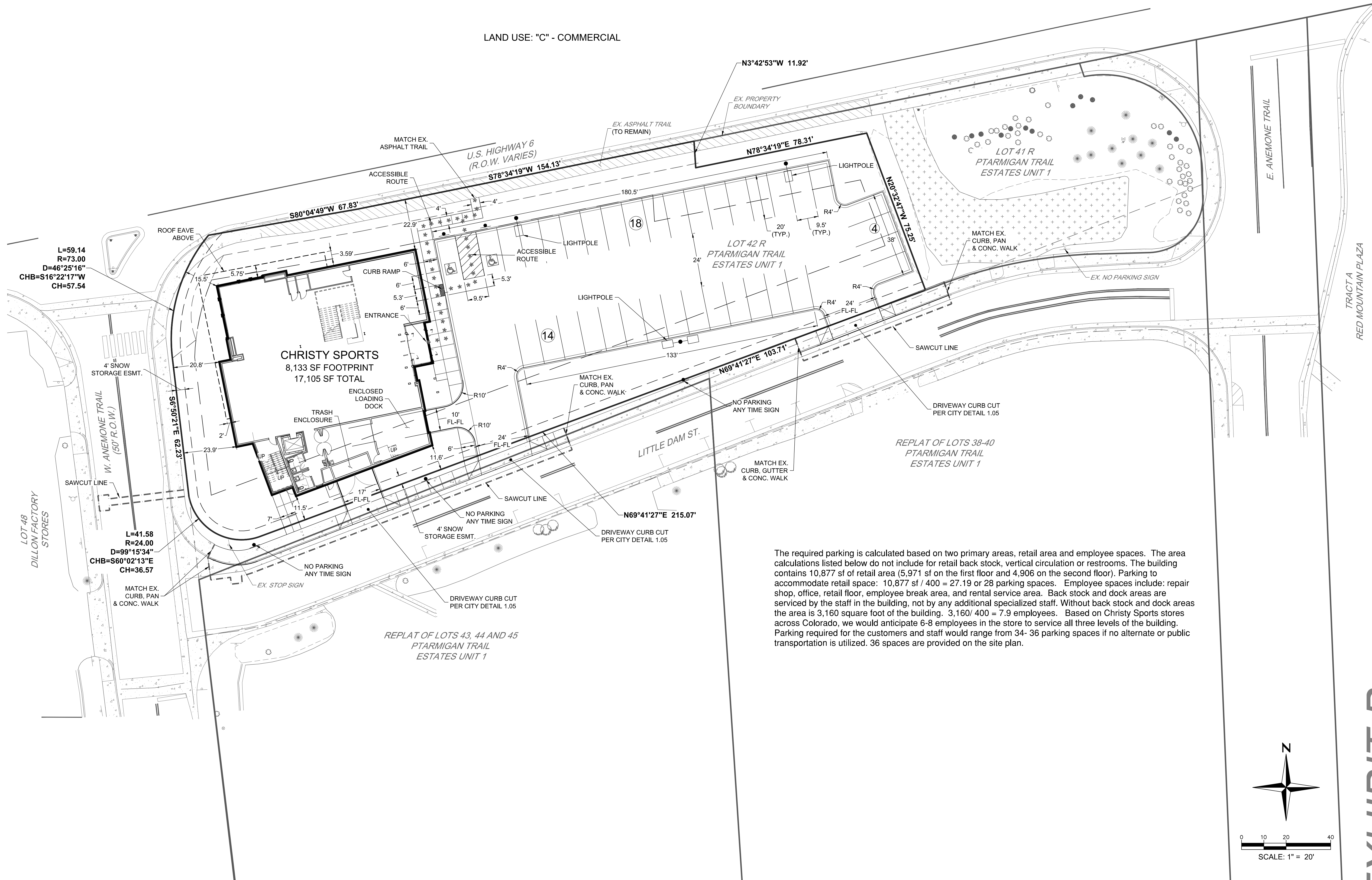
EXHIBIT B

DEVELOPMENT PLAN

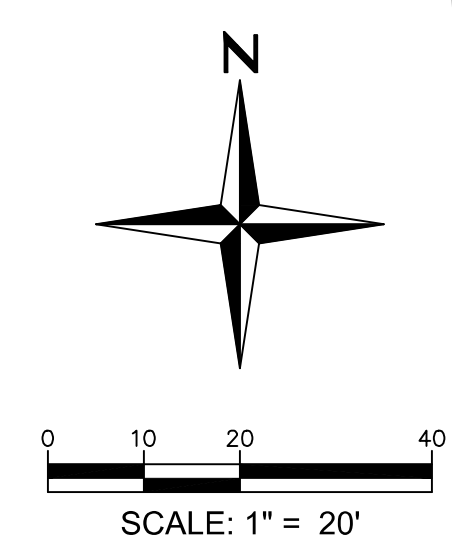
CHRISTY SPORTS

LOT 42R OF A REPLAT OF LOTS 41 & 42, PTARMIGAN TRAIL ESTATES, UNIT 1
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH,
 RANGE 77 WEST OF THE 6TH PRINCIPAL MERIDIAN IN THE TOWN OF DILLON,
 COUNTY OF SUMMIT, STATE OF COLORADO

LAND USE: "C" - COMMERCIAL



The required parking is calculated based on two primary areas, retail area and employee spaces. The area calculations listed below do not include for retail back stock, vertical circulation or restrooms. The building contains 10,877 sf of retail area (5,971 sf on the first floor and 4,906 on the second floor). Parking to accommodate retail space: 10,877 sf / 400 = 27.19 or 28 parking spaces. Employee spaces include: repair shop, office, retail floor, employee break area, and rental service area. Back stock and dock areas are serviced by the staff in the building, not by any additional specialized staff. Without back stock and dock areas the area is 3,160 square foot of the building. 3,160/ 400 = 7.9 employees. Based on Christy Sports stores across Colorado, we would anticipate 6-8 employees in the store to service all three levels of the building. Parking required for the customers and staff would range from 34- 36 parking spaces if no alternate or public transportation is utilized. 36 spaces are provided on the site plan.



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SITE PLAN

RTA PROJECT NUMBER: **14093.00**

DATE: **08.17.2017**

#	DATE	DESCRIPTION
1	08/16/2017	2ND SUBMITTAL

ISSUED FOR: **MDC**
 DRAWN BY: **WC**
 CHECKED BY: **MDC**

ISSUED FOR: **PUD APPLICATION**

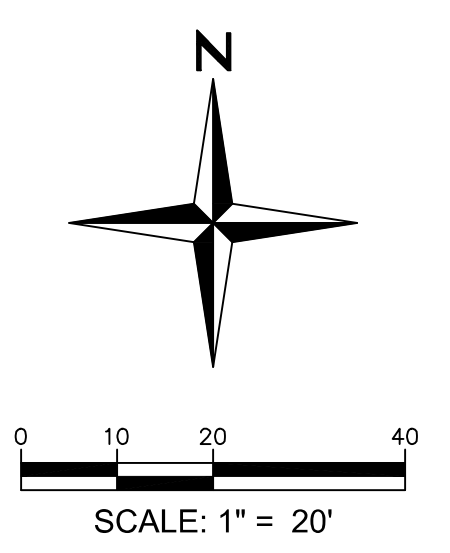
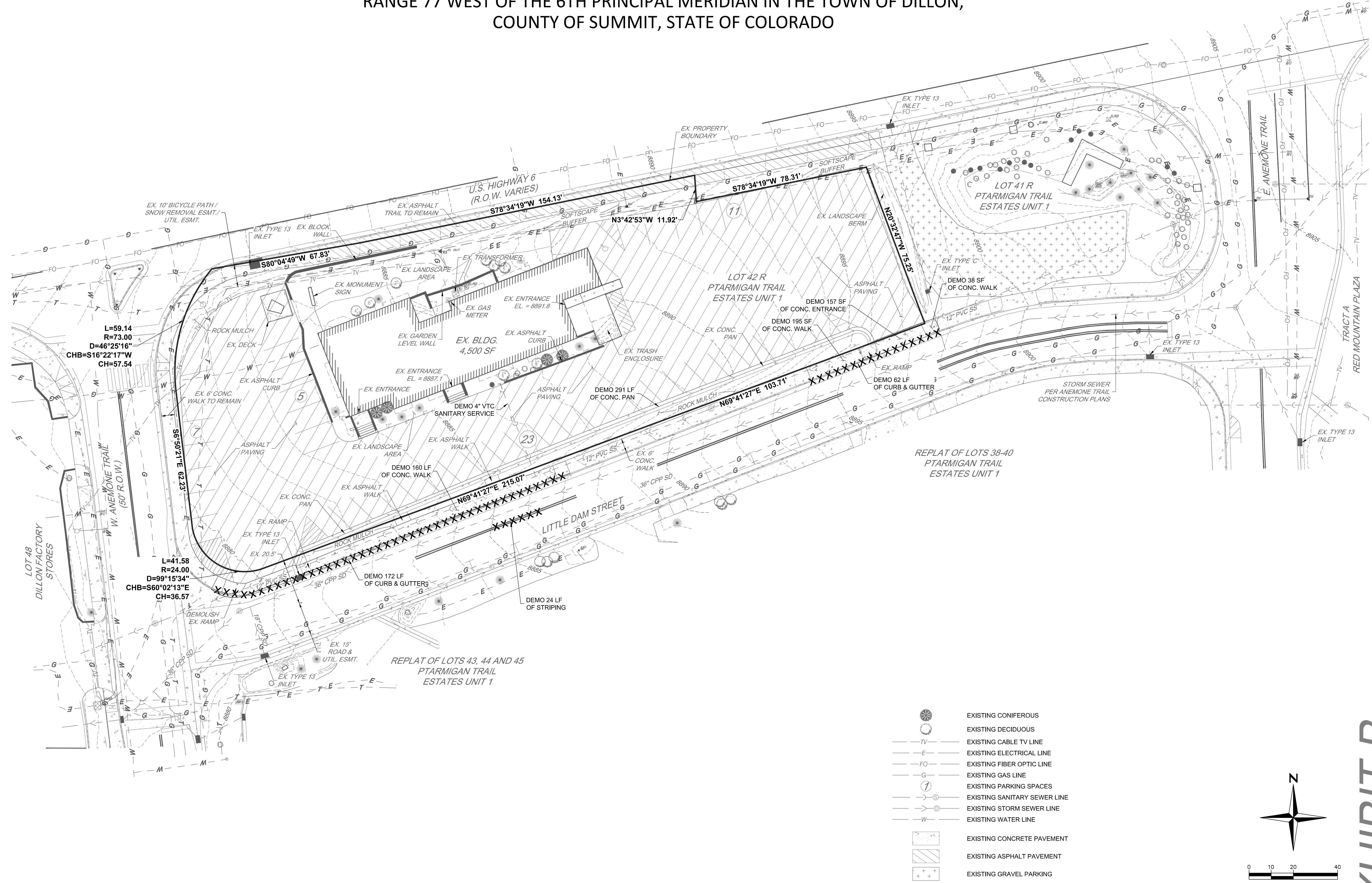
SHEET NO. **2**

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DEVELOPMENT PLAN

CHRISTY SPORTS

LOT 42R OF A REPLAT OF LOTS 41 & 42, PTARMIGAN TRAIL ESTATES, UNIT 1
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH,
 RANGE 77 WEST OF THE 6TH PRINCIPAL MERIDIAN IN THE TOWN OF DILLON,
 COUNTY OF SUMMIT, STATE OF COLORADO



CHRISTY SPORTS - DILLON

817 DILLON ROAD LLC
 875 PAFET STREET, LAKEWOOD, CO 80215



EXISTING FEATURES PLAN

RTA PROJECT NUMBER
14093.00
 DATE
08.17.2017

REVISIONS
 # DATE DESCRIPTION
 1 08/16/2017 2ND SUBMITTAL

GAGC: MDC
 DRAWN BY: WC
 CHECKED BY: MDC

ISSUED FOR:
PUD APPLICATION

SHEET NO.
3

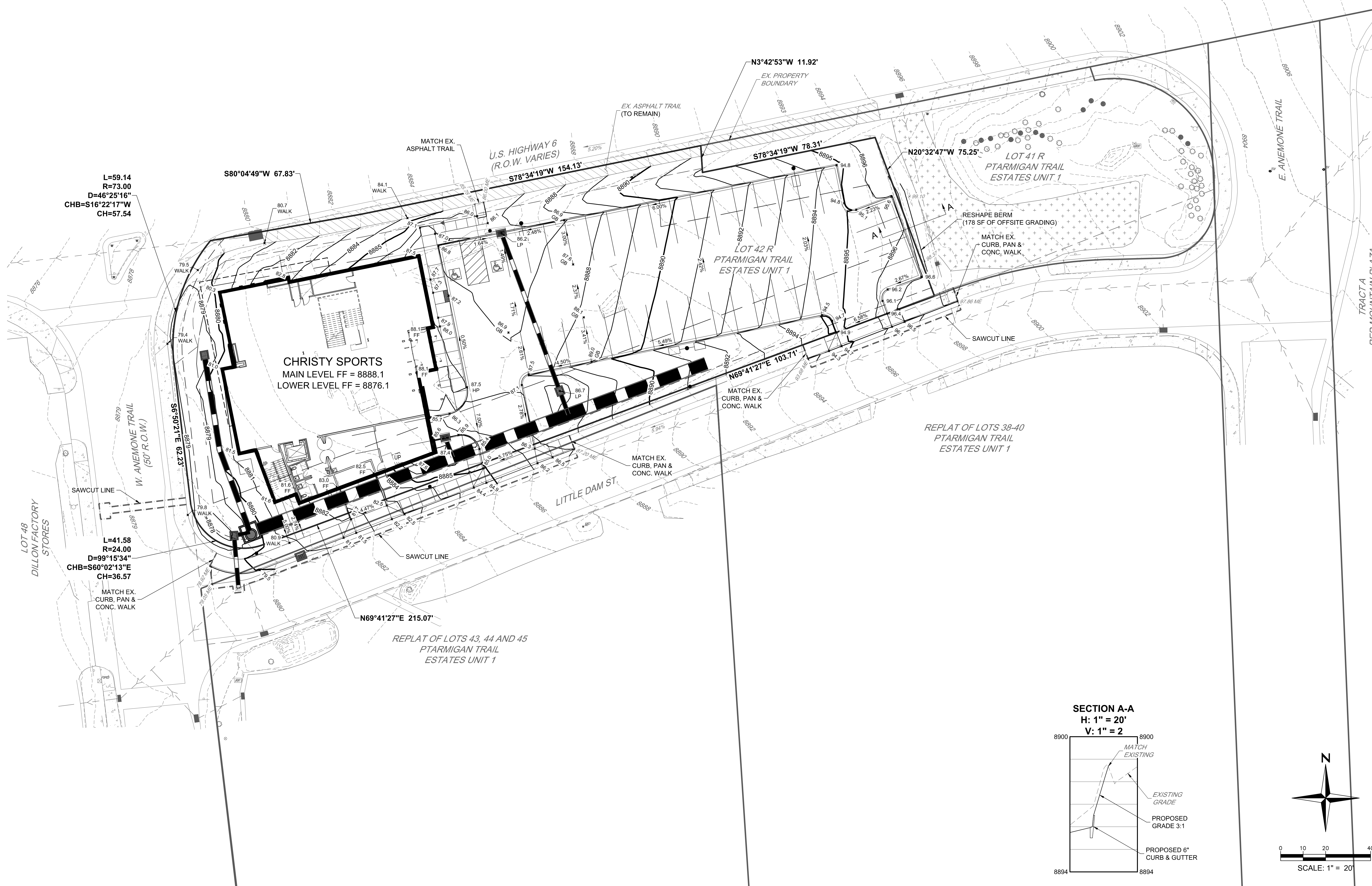
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EXHIBIT B

DEVELOPMENT PLAN

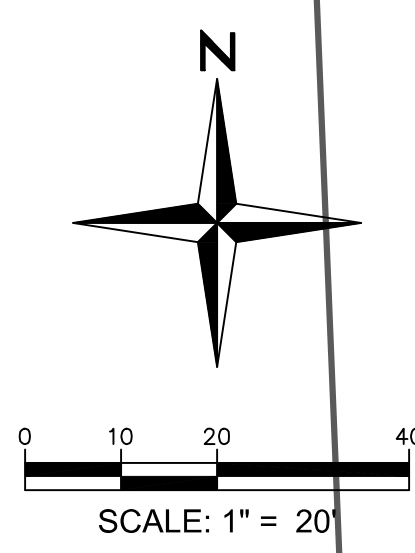
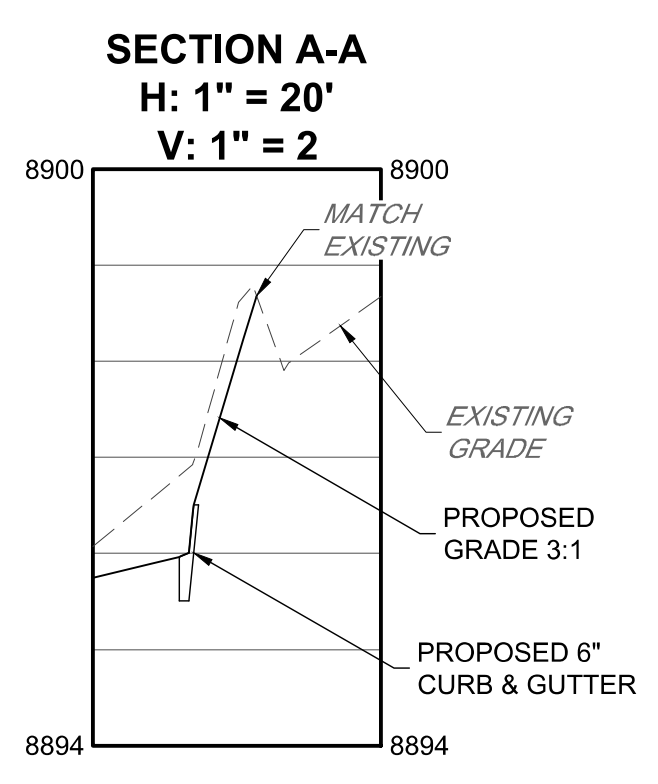
CHRISTY SPORTS

LOT 42R OF A REPLAT OF LOTS 41 & 42, PTARMIGAN TRAIL ESTATES, UNIT 1
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH,
 RANGE 77 WEST OF THE 6TH PRINCIPAL MERIDIAN IN THE TOWN OF DILLON,
 COUNTY OF SUMMIT, STATE OF COLORADO



L=59.14
 R=73.00
 D=46°25'16"
 CHB=S16°22'17"W
 CH=57.54

L=41.58
 R=24.00
 D=99°15'34"
 CHB=S60°02'13"E
 CH=36.57



RTA ARCHITECTS
 19 SOUTH TEJON ST., SUITE 300
 COLORADO SPRINGS, CO. 80903
 TELE: 719-471-7566
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 Westminster, Colorado 80040
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CHRISTY SPORTS - DILLON
 817 DILLON ROAD LLC
 875 PAFET STREET, LAKEWOOD, CO 80215

christy sports
 Ski and Snowboard

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SHEET TITLE
GRADING PLAN

RTA PROJECT NUMBER
14093.00

DATE
08.17.2017

REVISIONS

#	DATE	DESCRIPTION
1	08.16.2017	2ND SUBMITTAL

GACC: MDC
 DRAWN BY: WC
 CHECKED BY: MDC

ISSUED FOR:
PUD APPLICATION

SHEET NO.
4

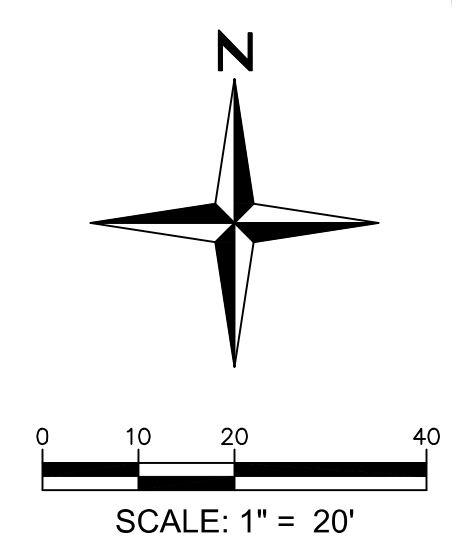
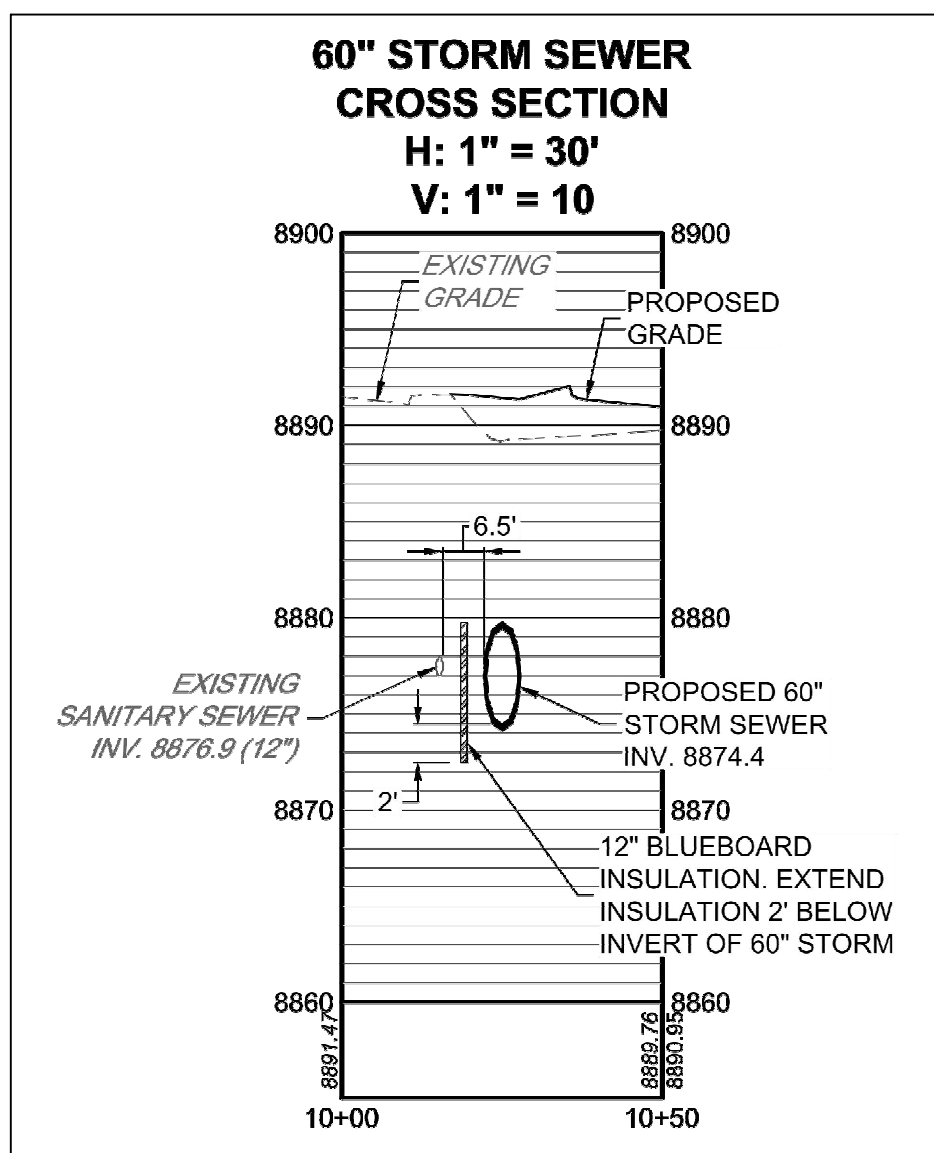
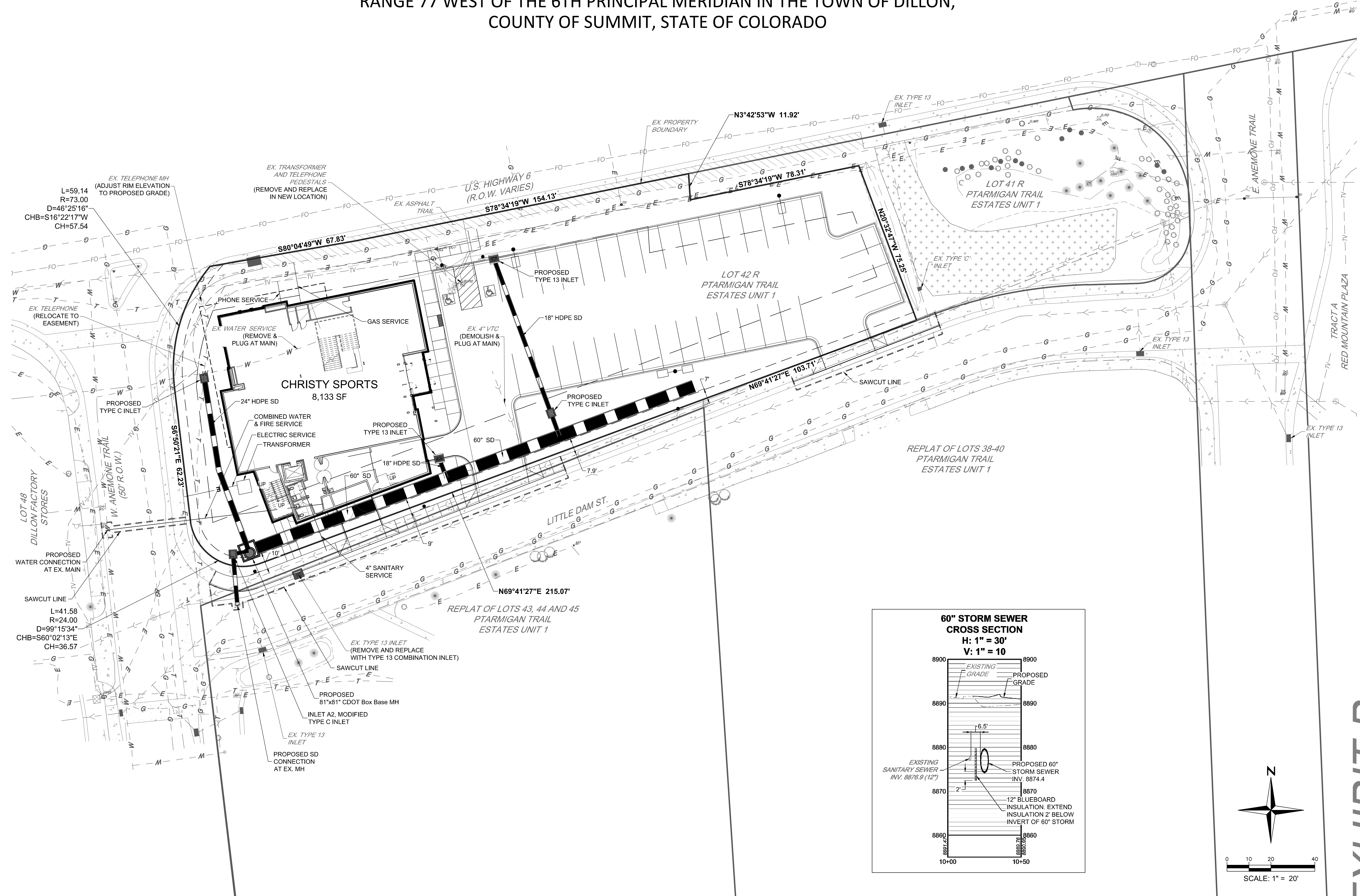
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EXHIBIT B

DEVELOPMENT PLAN

CHRISTY SPORTS

LOT 42R OF A REPLAT OF LOTS 41 & 42, PTARMIGAN TRAIL ESTATES, UNIT 1
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH,
 RANGE 77 WEST OF THE 6TH PRINCIPAL MERIDIAN IN THE TOWN OF DILLON,
 COUNTY OF SUMMIT, STATE OF COLORADO



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CHRISTY SPORTS - DILLON

817 DILLON ROAD LLC
 875 PAFET STREET, LAKEWOOD, CO 80215



UTILITY PLAN

PROJECT NUMBER: **14093.00**
 DATE: **08.17.2017**

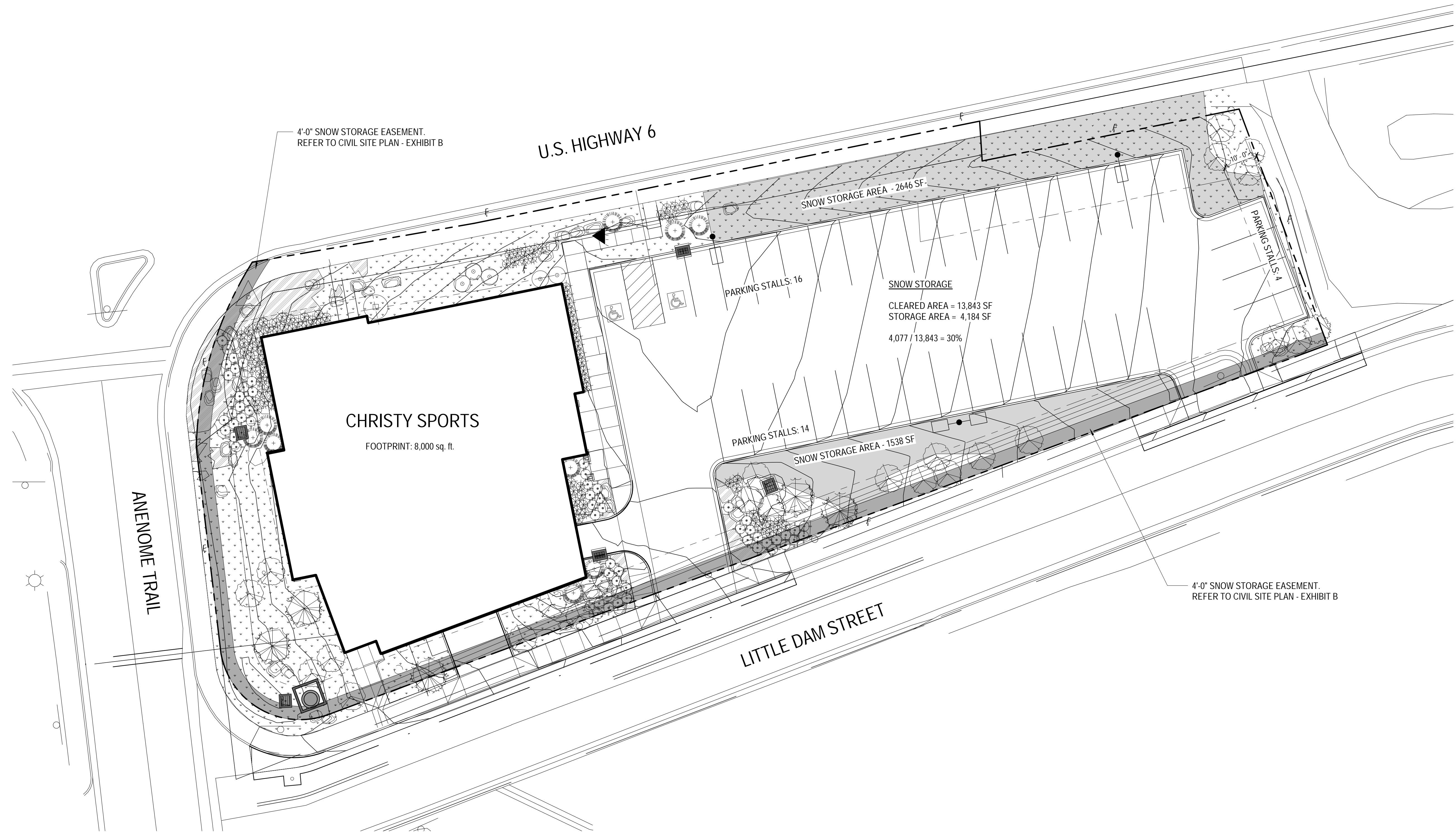
#	DATE	DESCRIPTION
1	08/16/2017	2ND SUBMITTAL

ISSUED FOR: **MDC**
 DRAWN BY: **WC**
 CHECKED BY: **MDC**

ISSUED FOR: **PUD APPLICATION**

SHEET NO. **5**

EXHIBIT B



CHRISTY SPORTS - DILLON

817 DILLON ROAD LLC
 817 US-67, DILLON, CO 80435



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SNOW STORAGE EXHIBIT

RTA PROJECT NUMBER
14093.00
 DATE
08.16.2017

#	DATE	DESCRIPTION

DWG:
 DRAWN BY: **MRC**
 CHECKED BY: **MTR**

ISSUED FOR:
PUD SUBMITTAL

SHEET NO.
C.7

EXHIBIT C

CHRISTY SPORTS PLANNED UNIT DEVELOPMENT AGREEMENT

THIS CHRISTY SPORTS PLANNED UNIT DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this 3rd day of October, 2017 by and between the TOWN OF DILLON, a Colorado municipal corporation (hereinafter referred to as “Dillon” or the “Town”) and 817 Dillon Road, LLC, a Colorado Limited Liability Company (hereinafter referred to as the “Developer”).

WHEREAS, Developer has submitted a Level IV development application for the Christy Sports Planned Unit Development (the “**Christy Sports PUD**”) for the real property owned by Developer and legally described as follows:

Lot 42R, Ptarmigan Trail Estates Unit 1, according to the Replat of Lots 41 & 42 Ptarmigan Trail Estates, Unit 1 recorded December 10, 1996 as Reception No. 529981, County of Summit, State of Colorado, as more particularly described on the ALTA/NSPS land title survey prepared for the Property by Aztec Consultants and dated August 19, 2015, copies of which are attached hereto, marked as Exhibit “K,” and incorporated herein by reference (the “**Property**”); and

WHEREAS, Developer desires to construct a new building and associated parking on the Property, (the “**Development**”); and

WHEREAS, Developer has submitted a Level IV Development Permit Application and a site plan for all common site plan improvements necessary for the Development, a copy of which is attached hereto, marked as Exhibit “A,” and incorporated herein by reference (the “**Site Plan**”); and

WHEREAS, Developer has also submitted a set of site construction documents which include site layout, grading, erosion control, drainage, utility plan and detail sheets for the Development, copies of which are attached hereto, marked as Exhibit “B,” and incorporated herein by reference (the “**Development Plan**”); and

WHEREAS, Developer has also submitted a set of architectural building elevations, a color rendering and floor plans for the Development, copies of which are attached hereto, marked as Exhibit “C,” and incorporated herein by reference (the “**Architectural Plan**”); and

WHEREAS, Developer has also submitted a set of landscape plans and details for the Development, copies of which are attached hereto, marked as Exhibit “D,” and incorporated herein by reference (the “**Landscape Plan**”); and

WHEREAS, Developer ~~will submit~~ ~~has also submitted~~ a metes and bounds legal property description for the public sidewalk snow storage easement and a sketch of the public sidewalk snow storage easement for the Development prior to issuance of a Building Permit, ~~copies of which are attached hereto, marked as Exhibit “E,” and incorporated herein by reference (the “Public Snow Storage Easement”);~~ and

WHEREAS, Developer has also submitted a detailed list of the public improvements and an estimated cost of public improvements required for the Development, copies of which are attached hereto, marked as Exhibit “G,” and incorporated herein by reference (the **“Improvements and Estimated Cost of Improvements”**); and

WHEREAS, the Christy Sports PUD has been reviewed by the Town of Dillon Planning and Zoning Commission, and approved by the Planning and Zoning Commission pursuant to Resolution PZ10-17, Series of 2017, following a public hearing held on September 6, 2017; and

WHEREAS, the Christy Sports PUD has been reviewed by the Town of Dillon Town Council (**“Town Council”**), and approved by the Town Council pursuant to Resolution __-17, Series of 2017 following a public hearing held on October 3, 2017; and

WHEREAS, the Town Council has attached certain additional Conditions of Approval to the approval of the Christy Sports PUD ~~application~~, as such are stated and set forth in Town Council Resolution __-17, Series of 2017 (**“Conditions of Approval”**), a copy of which Resolution is attached hereto, marked as Exhibit “H,” and incorporated herein by reference (the **“Resolution and Conditions of Approval”**); and

WHEREAS, the approval of the Christy Sports PUD requires that the Developer enter into this Agreement with the Town to ensure that the Christy Sports PUD requirements as set forth herein, the Conditions of Approval and the requirements of the Development are complied with, and requiring that the Developer provide certain assurances that the public improvements associated with the Development are completed.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises contained herein, the parties hereto promise, covenant and agree as follows:

SECTION I. CONDITIONS:

A. DEVELOPER OBLIGATIONS AND IMPROVEMENTS:

1. Developer shall design, construct, install, and pay for, according to the Town approved plans set forth in Exhibits “A,” “B,” “C,” and “D,” all common Site Plan public improvements as specifically set forth in Section 1.A.3., herein below and on Exhibit “A,” and approved as the Christy Sports PUD, such Site Plan public improvements hereinafter referred to as the **“Improvements.”** The Improvements shall be constructed in accordance with the Site Plan, Development Plan, Architectural Plan and Landscape Plan. In addition the Developer shall install all new utilities, including drainage facilities as approved by the Town as a component of the Development, and relocate existing utilities as necessary and as directed by the Town to complete the work. These utility and drainage improvements and relocations shall be in accordance with the Development Plan,

Landscape Plan and the Town of Dillon Construction Specifications (as defined herein, below).

2. Developer shall grant a Public Sidewalk Snow Storage Easement, as legally described on Exhibit “E,” to the Town by separate instrument, in the form marked Exhibit “F,” attached hereto and incorporated herein by this reference (the “**Public Sidewalk Snow Storage Easement Form**”). The utility easement shall be signed by the Developer and granted to the Town at the time of approval of the Christy Sports PUD by the Town Council.

3. Developer shall construct the following Improvements on the Development Property in accordance with the Site Plan and the Development Plan, as such plans are set forth on Exhibits “A” and “B,” at Developer’s sole cost.

- a. Remove the existing concrete curb & gutter and concrete sidewalks necessary for the installation of new concrete curb cuts along Little Dam Street. Replace old curb cut locations with curb and gutter and concrete sidewalk to match existing and proposed improvements at each end of the work.
- b. Install a new water service and fire line to the proposed building and remove and replace existing asphalt, concrete curb and gutter and asphalt pavement within Town right-of-Way.
- c. Install a new storm sewer connection to the existing storm sewer main in Little Dam Street and remove and replace existing asphalt, concrete curb and gutter and asphalt pavement within Town right-of-Way.
- d. Install a sanitary sewer connection to the existing sanitary sewer main in Little Dam Street and remove and replace existing asphalt, concrete curb and gutter and asphalt pavement within Town right-of-Way.
- e. Remove and replace existing Type 13 area inlet and replace with Type R inlet to properly align with the curb and gutter.

4. Developer shall modify the Site Plan, Development Plan, Construction Plan, Architectural Plan (Exhibits “A,” “B,” “C,” and “D”) in accordance with the additional Conditions of Approval placed on the Development by the Town Council ~~in Resolution. —17, Series of 2017, as referenced in Exhibit “H”.~~

5. Developer shall provide traffic control plans, devices, advanced warning signs, and flaggers in conformance with the most current Manual of Uniform Traffic Control Devices (“**MUTCD**”) and per Town requirements for any work in Town rights-of way, and for hauling operations into and out of the Development and the Property.

6. Developer shall provide and install all erosion control best management practices (“**BMP**”) as shown on the approved grading and drainage plans, contained in Exhibit “B”. Developer shall maintain all erosion control devices on a daily basis. Developer shall remove all material, dirt and debris tracked onto Town streets by 4:00 p.m. each day. Developer shall pay a Five Hundred Dollar (\$500.00) per day fine for each day tracked material is left on Town streets past 6:00 p.m.

7. All construction as required herein shall be performed in accordance with the Town of Dillon Construction Specifications, adopted by the Town, which construction specifications are on file at the Town of Dillon (the “**Town of Dillon Construction Specifications**”).

8. Water and Sewer Equivalent Residential Units. The Developer shall pay all applicable water tap and sewer tap fees for the total number of Equivalent Residential Units (“**EQRs**”) required for the Development prior to issuance of a building permit.

The water tap and sewer tap fees shall be the then current water tap and sewer tap fees adopted by the Town in Section 19 of the Town of Dillon Municipal Code (“**Code**”) at the time of payment.

9. Grading & Excavation Permit. The Developer shall obtain a grading and excavation permit prior to commencing construction.

10. Affordable Housing Development Impact Fee. The Developer shall pay all required affordable housing development impact fees prior to the issuance of a building permit. The fee shall be based on the then current fees adopted by Summit County Government at the time of payment.

11. If the ~~project~~-area of disturbance on the property is over one (1) acre in size, the Developer shall obtain the required “Storm Water Discharge Associated with Construction Activities” Permit issued by the Colorado Department of Public Health and Environment. The Developer shall submit a copy of this permit from the state as well as the erosion control plan to the Town Engineer prior to starting construction of the Development.

12. Parking Space Use Restrictions. The commercial parking spaces located on the Development Property may not be used for the storage of any vehicle or non-vehicle items, including, but not limited to storage sheds, trailers, boats, kayaks, ATVs or recreational equipment, construction equipment or any other vehicle or non-vehicle items not specifically branded and related to the principal business. ~~This parking space use restriction must be included in all ownership association documents created for the Development. All ownership association documents created for the Development shall be presented to the Town upon their~~

~~adoption, but no later than the issuance of the first Certificate of Occupancy for the Development.~~

13. Prior to the issuance of a grading and excavation permit or a building permit for the Development, the Developer shall submit the following updated Development Plans, Site Plans, and construction plans for the Development to the Town for review and approval:

- a. Final Storm Water Detention Pond plan and profiles, and associated outlet details showing an appropriately sized orifice plate, and a detailed final drainage report for the Development project. These drawings shall be prepared by a Colorado Licensed civil engineer.
- b. Final Limits of Work plans for adjacent roads showing the limits of street asphalt and concrete removal for the installation of water, sewer and storm sewer services to the Property. This work will also require the submittal of a detailed traffic control plan.

14. Exterior Lighting

- a. All exterior lighting shall have full cutoff light fixtures.
- b. The height of Parking Lot Light fixtures shall not exceed 15' as measured from the bottom surface of the light fixture lens to the ground directly below the fixture.

15. Off-Street Parking.

- a. The Development shall provide a total of Thirty-Six (36) parking spaces, which will also include two (2) accessible parking spaces in conformance with federal law.

B. USES ALLOWED:

The Developer shall be allowed the following uses in the Development:

1. All uses allowed in the underlying Commercial (C) zoning district.

C. BUILDING HEIGHTS ALLOWED:

The Developer shall be allowed the following building heights in the Development:

1. The Building shall not exceed forty two and one-half feet (42.5') in height as measured ~~by~~ in accordance with the procedure set forth in the Code.

D. YARD SETBACKS ALLOWED:

The Developer shall be allowed the following setbacks in the Development:

1. The yard setback along Little Dam Street shall be a minimum of ten feet (10').
2. The yard setback along U.S. Highway 6 shall be a minimum of twenty feet (20').
3. The yard setback along W. Anemone Trail shall be a minimum of ten feet (10').
4. Roof Overhangs, Eaves and canopies shall be allowed to extend four (4) feet into setbacks. ~~typically.~~ The roof at the northwest corner of the building shall be allowed to project six and one-half feet (6.5') into the setback.

E. PARKING LOT DESIGN STANDARDS:

The Developer shall be allowed the following parking lot grades in the Development:

1. Parking Lot grades shall not exceed Six percent (6%).
2. Off Street Parking Regulations set forth in Section 16-6 of the Code, as in effect at the time of issuance of the building permit, shall govern and control, except as modified by this Agreement.
3. The Drive aisle between parking rows shall be a minimum of twenty four feet (24') wide.

F. LANDSCAPING REQUIREMENTS:

The Developer shall meet or exceed the following minimum landscaping requirements:

1. The street tree requirement for the Development~~this project~~ will be based on the property frontage along Little Dam Street which is 360.36' long. A minimum of six (6) Spruce Trees and eighteen (18) deciduous trees shall be planted to meet the street tree requirement, or a minimum total of twenty-four (24) trees.
2. The parking lot tree requirement for the Development~~this project~~ will require eight (8) additional trees, two (2) of which shall be spruce trees.

3. Trees shall be planted at the sizes and species as required in Section 16-6-60 of the Code, as in effect at the time of issuance of the building permit, shall govern and control.
4. Interior parking lot islands are not required.

G. BUILDING MATERIALS ALLOWED:

The Developer shall be allowed the following building materials in the Development:

1. Buildings materials shall consist of the materials and colors shown on the Architectural Plan.

H. ARCHITECTURAL DESIGN ALLOWED:

The Developer shall be allowed the following architectural design in the Development:

1. The Architectural design shall be as set forth on Exhibit “C.”

I. SIGNAGE ALLOWED:

The Developer shall be allowed the following signage in the Development:

1. Individual building signs shall conform to the requirements of Section 16-11 of the Code, as in effect at the time of issuance of the individual sign permit. Each sign requires a separate sign permit.

~~2. — A freestanding sign is not allowed.~~

~~3.~~2. The Development shall be allowed three (3) tenant signs to be mounted on the building as follows:

- a) The Development shall be allowed one (1) tenant sign on the east side (parking lot side) of the building with a maximum size of seventy-five (75) square feet.
- b) The Development shall be allowed one (1) tenant sign on the north side (U.S. Highway 6 side) of the building with a maximum size of thirty-five (35) square feet.
- c) The Development shall be allowed one (1) tenant sign on the west side (W. Anemone Trail side) of the building with a maximum size of eighty-five (85) square feet.

SECTION II. CONSTRUCTION SCHEDULE:

A. Developer shall construct and complete the Development in a timely manner. This shall require that the Developer begin construction within twenty-four (24) months of the date, set forth above, of this Agreement, and continue without interruption until completed. Failure to begin such construction within twenty-four (24) months of the date of this Agreement or failure to continue construction without interruption until completed shall cause the Christy Sports PUD approval to be rescinded and this Agreement to terminate and become null and void unless such failure is due to force majeure, acts of God or for good cause as determined by the Town Manager in his/her sole discretion.

B. No building permits for the Development shall be issued until the Developer has delivered to the Town a performance guarantee (“**Performance Guarantee**”) in the form of a letter of credit, in the form as set forth on Exhibit “I,” attached hereto and incorporated herein by this reference, guaranteeing the construction of the Improvements (the “**Letter of Credit**”). No building permits for the Development shall be issued until the Developer has complied with all applicable requirements as set forth herein, with all Code requirements, and has paid all fees and costs due and owing to the Town in relation to the Development.

C. The Improvements shall be completed prior to, or concurrent with, the construction of any buildings within the Development, and no Certificates of Occupancy shall be issued by the Town until all Improvements are completed and accepted by the Town, and all requirements of this Agreement complied with by Developer.

SECTION III. DEVELOPER’S OBLIGATION NOT CONTINGENT:

The Developer’s obligation to complete the Improvements shall become binding upon the Developer upon the date of this Agreement, shall be independent of any obligations of the Town that may be contained herein, and shall not be conditioned upon the sale or completion of any lot or any buildings within the Development.

SECTION IV. CONSTRUCTION STANDARDS; WARRANTY PERIOD:

A. The Improvements shall be constructed in accordance with all applicable laws, ordinances, codes, the Code, regulations and standards, including without limitation, the Town of Dillon Construction Specifications, Street Standards, Water Department Standards, Silverthorne-Dillon Joint Sewer Authority and Sanitation District Standards, Landscaping Standards of the Town of Dillon, and all applicable Town and local jurisdiction’s ordinances, laws and standards.

B. Warranty Period for Improvements. The Developer shall assure the satisfactory construction and maintenance of the Improvements for a period of one (1) year after the date of their final approval and acceptance by the Town, as set forth in Section IX, below (the “**Warranty Period**”). The Performance Guarantee shall serve for such Warranty Period, as set forth in Sections VII and VIII, below.

SECTION V. COMPLIANCE WITH APPLICABLE LAWS:

The Developer shall comply with all applicable laws, ordinances, rules, the Code and regulations then in effect and as they may be amended from time to time.

SECTION VI. COMPLIANCE WITH DEVELOPMENT PERMIT:

The Developer shall strictly comply with the terms, conditions, limitations and requirements of the Development Permit issued by the Town.

SECTION VII. PERFORMANCE GUARANTEE:

The estimated cost of constructing the Improvements required in Section I.A., above, and are itemized and set forth on Exhibit "G." The actual cost of constructing the Improvements required in Section I.A., and itemized on Exhibit "G," shall be finally determined by the Developer and agreed to by the Town prior to the issuance of any permits for this Development. Accordingly, in conformance with Code requirements, prior to issuance of any permits for the Development, the Developer shall post an irrevocable Letter of Credit issued by a qualified lending institution acceptable to the Town, in the form as set forth on Exhibit "I," in the agreed upon amount of the cost of constructing the Improvements with the Town as a guarantee of the performance of its obligations under this Agreement. Said Letter of Credit shall be in a minimum amount of One Hundred Twenty percent (120%) of the estimated cost of constructing the Improvements and shall be for an initial term of not less than one year, renewable automatically for additional one year periods unless notice is given to the Town sixty days in advance of non-renewal. No permit of any kind shall be issued by the Town prior to the Developer delivering to the Town the irrevocable Letter of Credit as required herein.

SECTION VIII. RELEASE OR REDUCTION OF PERFORMANCE GUARANTEE; MAINTENANCE OF IMPROVEMENTS:

A. The Town will not accept the required Improvements, nor release a Performance Guarantee, until the Town Engineer has indicated that all required Improvements have been satisfactorily completed and until the Developer's engineer has certified to the Town Engineer, through submission of detailed as-built plans of the Development Improvements, that all Improvements have been installed in accordance with the approved construction plans for the Development and are ready for dedication to the Town or other appropriate agencies. No Performance Guarantee or Letter of Credit will be released prior to the expiration of the Warranty Period.

B. A Performance Guarantee may be reduced by the Town upon actual completion of Improvements and then only in the ratio that the Improvements completed bear to the total Improvements of the Development. In no event shall a Performance Guarantee be reduced below twenty percent (20%) of the principal amount until all Improvements have been completed, the Warranty Period has been met and the Improvements have been accepted by the Town. Partial release of the Letter of Credit may be made only in accordance with Code requirements. The Letter of Credit shall

guarantee that all Improvements shall remain free from defect for the required Warranty Period.

C. The Performance Guarantee shall be released and returned to the Developer, without interest thereon, only at such time as the Town Manager determines, in his sole discretion, that: 1) all of the Improvements have been properly constructed or installed, 2) all Code requirements are met, 3) the Warranty Period has been met, and 4) the Improvements have been finally approved and accepted by the Town.

D. The Developer shall maintain the Improvements in the Development and to provide for snow removal, street cleaning, drainage and general maintenance of the streets and sidewalks prior to final acceptance by the Town. In the event the Developer fails to comply, the Town is authorized, through the Town Manager, to perform the necessary work without incurring any liability and charge such work to the Developer. If not paid, any such charges shall become a first and prior lien on the Development.

SECTION IX. FINAL APPROVAL OF IMPROVEMENTS AS CONSTRUCTED:

The Town's final approval of the completed Improvements shall be evidenced by a letter of final approval signed by the Town Engineer or Director of Public Works. The Town shall not be required to grant final approval of the Improvements until the Town has determined the following:

A. The Improvements have been satisfactorily completed in accordance with the approved Development Plan, Site Plan, Construction Plans, Architect's Elevations Landscape Plan, and Town of Dillon Construction Specifications, and all requirements for the Development have been completed.

B. The Developer has delivered to the Town all as-built drawings for all Improvements, including, but not limited to, the utility and drainage facilities.

SECTION X. DEFAULT:

The following conditions, occurrences or actions shall constitute a default by Developer under this Agreement:

A. Developer's failure to commence construction of the Improvements within two (2) years of the date of this Agreement.

B. Developer's failure to cure the defective construction of any Improvement within thirty (30) days of being notified by the Town in writing that such a defect exists except that if the cure of such defect will reasonably require more than thirty (30) days to cure then Developer will be in default if Developer fails to cure such defect within such longer period of time, such period not to exceed ninety (90) days from the date of said notice.

C. Developer's failure to perform work within the Development for a period of more than sixty (60) consecutive days, without the prior written approval of the Town.

D. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer; or

E. Foreclosure of any lien against the Development or a portion of the Property or assignment or conveyance of the Property or the Development in lieu of foreclosure prior to the final approval and acceptance of the Improvements by the Town as provided in Section IX.

F. Violation of any term or condition of this Agreement beyond an applicable cure period set forth herein.

The Town may declare a default following three (3) days written notice to the Developer.

SECTION XI. MEASURE OF DAMAGES:

The measure of damages for breach of this Agreement by the Developer shall be the actual cost of completing the Improvements, including design, engineering, construction, construction management, legal and inspection costs, as well as all costs incurred by the Town, including attorneys' costs, in pursuing such breach and remedy. For Improvements upon which construction has not begun, the estimated cost of the Improvements as supplied by Developer pursuant to the Agreement and shown on the attached Exhibit "G" shall be prima facie evidence of the minimum cost of completion; however, neither that amount nor the amount of the Performance Guarantee establishes the maximum amount of the Developer's liability, and Developer's liability shall be the Town's actual cost including those items set forth herein above. The Town shall be entitled to complete all unfinished Improvements at the time of default regardless of the extent to which development has taken place in the Development or whether development ever commenced.

SECTION XII. TOWN'S RIGHTS UPON DEFAULT:

A. The Town may, but shall not be required to, have the Improvements constructed by such means and in such manner as the Town shall determine, without the necessity of a public bidding.

B. If the Town elects to have the Improvements constructed pursuant to this Section it shall have the right to use Developer's Performance Guarantee to pay for the construction of such Improvements. If the amount of the Performance Guarantee exceeds the cost of constructing the Improvements, the Town shall deliver any excess funds to the Developer. If the Performance Guarantee is insufficient to fully pay the cost of constructing such Improvements, the Developer shall, upon demand, pay such deficiency

to the Town, together with costs and interest thereon as provided in Sections XIII and XIV.

C. The Town may exercise such rights it may have under Colorado law, including, without limitation, the right to bring suit against the Developer for specific performance of this Agreement, ~~or to recover damages for the breach by the Developer of this Agreement.~~

D. The Developer hereby grants to the Town, its successors, assigns, agents, contractors and employees, a non-exclusive right and easement to enter the Property for the purpose of constructing, maintaining and repairing any Improvements made by the Town pursuant to the provisions of this Section.

E. In addition to any remedies provided for herein or by law, while the Developer is in default under this Agreement, the Town may refuse to issue building permits, development permits and certificates of occupancy for the Development, ~~and the Developer shall have no right to sell, transfer, or otherwise convey the lots, buildings or units within the Development or the Development itself without the express prior written approval of the Town, which approval may be withheld at the Town's sole discretion.~~

F. The remedies provided for herein are cumulative in nature.

SECTION XIII. INTEREST:

Any sum which is required to be paid by the Developer to the Town under this Agreement and which is unpaid shall accrue interest at the rate of eight percent (8%) per annum commencing as of the date such sum was due.

SECTION XIV. ATTORNEY'S FEES:

It is agreed that if any action is brought in a court of law by either party to this Agreement concerning the enforcement, interpretation or construction of this Agreement, the prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorney's fees, as well as cost, including expert witness fees incurred in the prosecution or defense of such action.

SECTION XV. INDEMNIFICATION:

The Developer agrees to indemnify and hold the Town, its officers, employees, consultants, insurers, and self-insurance pool harmless from and against all liability, claims, and demands on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever which arise out of or are in any manner connected with the construction of the Improvements, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the act, omission, error, professional error, mistake, negligence or other fault of the

Developer, any subcontractor of the Developer, or any officer, employee, representative, or agent of the Developer or of any subcontractor of the Developer, or which arise out of any worker's compensation claim of any employee of the Developer, or of any employee of any subcontractor of the Developer. The Developer agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims, or demands at the sole expense of the Developer. The Developer also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are determined to be groundless, false or fraudulent.

SECTION XVI. NO WAIVER:

No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement, signed by both Town and Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvements.

SECTION XVII. VESTED RIGHTS:

This Agreement shall not alter, extend or modify the vested right obtained by the Developer in connection with the approval of the Development.

SECTION XVIII. RECORDATION:

This Agreement shall be recorded in the office of the Clerk and Recorder of Summit County, Colorado. Developer shall pay all costs of recording.

SECTION XIX. IMMUNITY:

Nothing contained in this Agreement shall constitute a waiver of the Town's governmental immunity under applicable state and federal laws. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as from time to time amended, or any other law, protection or limitation otherwise available to the Town, its officers, or its employees.

SECTION XX. PERSONAL JURISDICTION AND VENUE:

Personal jurisdiction and venue for any civil action commence by either party to this Agreement, whether arising out of or relating to the Agreement or the Performance Guarantee, shall be deemed to be proper only if such action is commenced in District Court of Summit County, Colorado. The Developer expressly waives its rights to bring such action in or to remove such action to any other court, whether state or federal.

SECTION XXI. CODE CHANGES:

References in this Agreement to any provision of the Code, Town of Dillon Construction Specifications or to any Town or other governmental standards are intended to refer to any subsequent amendments and/or revisions to such Code, Town of Dillon Construction Specifications or standards. Such amendments or revisions shall be binding upon Developer.

SECTION XXII. ASSIGNMENT, DELEGATION AND NOTICE:

Developer shall provide to the Town, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor’s written acceptance of such Improvement obligations. Notwithstanding the forgoing, Developer may sell developed units without Town’s consent, provided that the purchaser deposits with the Town all guaranties, security and sureties that may be required under this Agreement. Until the Town provides written consent to the assignment, Developer and Developer’s successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. The Town may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Town’s bargain under this Agreement may be materially and adversely impaired by such assignment.

SECTION XXIII. NOTICES:

Any notice required or permitted hereunder shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt required, addressed as follows:

If to the Town: Town Manager
Town of Dillon
P.O. Box 8
Dillon, CO 80435

If to the Developer: 817 Dillon Road, LLC
875 Parfet Street
Lakewood, CO 80215

And to: Fairfield and Woods
Tom Kearns
1801 California Street, Ste 2600
Denver, CO 80202

Notices mailed in accordance with the provision of this Section shall be deemed to have been given on the third business day after mailing. Notices personally delivered shall be

deemed to have been given upon delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the Colorado Rules of Civil Procedure for service of civil process.

SECTION XXIV. THIRD PARTIES:

This Agreement does not, and shall not be deemed or construed to confer upon or grant to any third party (except a party to whom the Developer may assign this Agreement in accordance with the terms hereof) any right to claim damages or to bring suit, action or other proceeding against the Town because of any breach hereof or because of any of the terms, covenants, agreements, and conditions herein.

SECTION XXV. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement and understanding between the parties relating to the subject matter of this Agreement and supersedes any prior Agreement or understanding relating to such subject matter.

SECTION XXVI. SEVERABILITY:

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, state or federal, the validity of the remaining portions or provisions hereof shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

SECTION XXVII. MODIFICATION:

This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

SECTION XXVIII. BINDING EFFECT:

This Agreement shall run with the Development and the real property contained therein and shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, successors, assigns, and legal representative.

SECTION XXIX. GOVERNING LAW:

This Agreement shall be interpreted in accordance with the laws of the State of Colorado.

SECTION XXX. INCORPORATION OF EXHIBITS:

The attached Exhibits “A” through “K” inclusive are incorporated herein by reference.

[Signatures on Following Page]

LIST OF EXHIBITS

- Exhibit A - Site Plan
- Exhibit B - Development Plan
- Exhibit C - Architectural Plan
- Exhibit D - Landscape Plan
- Exhibit E - ~~Public Sidewalk Snow Storage Easement Description~~ NOT USED
- Exhibit F - ~~Public Sidewalk Snow Storage Easement Form~~ NOT USED
- Exhibit G - Improvements and Estimated Cost of Improvements
- Exhibit H - Resolution and Conditions of Approval
- Exhibit I - Letter of Credit form
- Exhibit J - ~~Site Lighting Fixtures~~ NOT USED
- Exhibit K - Plat and ALTA/NSPS Land Title Survey
- Exhibit L - Material & Color Board

EXHIBIT "A"
SITE PLAN

EXHIBIT "B"
DEVELOPMENT PLAN

EXHIBIT "C"
ARCHITECTURAL PLAN

EXHIBIT "D"
LANDSCAPE PLAN

EXHIBIT "E"
~~PUBLIC SIDEWALK SNOW STORAGE EASEMENT DESCRIPTION~~
NOT USED

EXHIBIT "F"
~~PUBLIC SIDEWALK SNOW STORAGE EASEMENT FORM~~
NOT USED

EXHIBIT "G"
IMPROVEMENTS AND ESTIMATED COST OF IMPROVEMENTS

EXHIBIT "H"
RESOLUTION AND CONDITIONS OF APPROVAL

EXHIBIT "T"
LETTER OF CREDIT FORM

IRREVOCABLE LETTER OF CREDIT

**INSERT PROPERTY IDENTIFICATION
(IF FOR 2 YEAR WARRANTY ADD APPROPRIATE ITEM: LANDSCAPING OR
HARDSCAPE OR TOTAL SUBDIVISION IMPROVEMENTS)**

Town of Dillon
275 Lake Dillon Drive
P.O. Box 8
Dillon, CO 80435

No.
Issue Date:
Expiration:

Ladies and Gentlemen:

We hereby authorize you to draw on us for the account of up to an aggregate amount of \$ _____ (insert amount in words) available by your drafts at sight accompanied by your signed statement that either (a) the drawing is for payment of public improvements pursuant to: Town of Dillon Subdivision Improvement Agreement/Development Agreement/PUD Agreement dated _____, entered into between the Town of Dillon, Colorado and _____ (Include name of subdivision/development and filing number [if applicable]) (the "Development Agreement") or (b) "We have received notification from _____ (Title of Bank) that Letter of Credit No. _____ will not be extended for a further period, and [APPLICANT NAME] has not replaced this Letter of Credit or provided other acceptable security.

Partial Drawings are permitted. In the event of a partial drawing, the original Letter of Credit will be returned to the Town of Dillon by the issuing Bank after endorsement. Drafts must be drawn and presented for payment on or before _____ (expiration date). Each draft presented under this letter of credit must state that it is drawn under (Title of Bank and identification of the Letter of Credit) and the amount endorsed on this letter of credit.

We hereby agree with the drawers, endorsers and bona fide holders of all drafts drawn under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored upon the presentation to the drawee.

This Letter of Credit shall be automatically extended without amendment for additional periods of one year from the present or any future expiration date hereof unless at least sixty (60) days prior to any such date we shall notify you in writing by overnight courier service that we elect not to so extend this Letter of Credit.

Except as expressly provided herein, this Letter of Credit is governed by the Uniform Commercial Code of the State of Colorado.

Yours very truly,

By: _____
Title: _____

Attest: _____

EXHIBIT "J"
~~SITE LIGHTING FIXTURES~~
NOT USED

EXHIBIT "K"
PLAT AND ALTA/NSPS LAND TITLE SURVEY

