

**TOWN COUNCIL  
TOWN OF GYPSUM, STATE OF COLORADO**

**RESOLUTION NO. 10 (SERIES 2023)**

**A RESOLUTION OF THE TOWN OF GYPSUM APPROVING THE BUCKHORN  
VALLEY PUD PHASE 7 FINAL PLAT AND SUBDIVISION IMPROVEMENTS  
AGREEMENT**

WHEREAS, the Town of Gypsum, Colorado (“Town”), is a home rule municipality of the State of Colorado, duly organized and existing under Article XX of the Colorado Constitution and the Gypsum Home Rule Charter effective October 21, 1982; and

WHEREAS, the Town Council of the Town of Gypsum (“Council”) has adopted Title 17 of the Gypsum Municipal Code (G.M.C.) governing the subdivision and regulation of land; and

WHEREAS, pursuant to Sections 18.08.170 and 17.20.050, G.M.C., final plats for a planned unit development (PUD) shall be considered at a Gypsum Planning and Zoning Commission (“Planning Commission”) meeting and recommendations as a result of this review will be made to the Council who may approve, deny, or approve the application with conditions; and

WHEREAS, BV Firewheel, LLC is the owner of Parcel 1 of the Buckhorn Valley PUD – Exemption Plat II, Recorded at the Eagle County Clerk and Records Office at Reception No. 200733479 on December 26, 2007, located in Gypsum, Colorado; and

WHEREAS, pursuant to Sections 18.08.170 and 17.20.050 of the G.M.C., a public hearing before the Planning Commission on the Application was held on May 3, 2023, at 7:00 p.m. and the Planning Commission recommended approval of the Final Plat; and

WHEREAS, the Council hereby finds that pursuant to Section 17.70.010 of the G.M.C., all public notice requirements for the public hearing before the Planning Commission and the meeting for the Council were met, as follows:

1. On April 20, 2023, notice of the hearing before the May 3, 2023, Planning Commission and May 23, 2023 hearing before the Town Council was mailed to property owners within three hundred feet of the Property;
2. On April 22, 2023, Public Notice was physically posted at the Property prior to the public hearings of which an affidavit of posting has been received.

WHEREAS, Applicant has complied with the requirements of Sections 18.08.170 and 17.20.030, G.M.C., for the Final Plat; and

WHEREAS, a Subdivision Improvements Agreement (SIA) for Buckhorn Valley Phase 7 (the “SIA”) outlining terms and obligations related to the construction of the Final Plat is identified on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Council has considered the criteria of Section 17.20.050., G.M.C., in reviewing the subdivision application, including (1) the comments and recommendations of

Town staff, (2) comments of the general public, and (3) impacts on adjoining areas and the Town as a whole.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GYPSUM, COLORADO, as follows:

1. **Incorporation of Recitals and Findings.** The above Recitals and Findings of the Planning Commission are hereby incorporated into this Resolution.

2. **Final Plat Approved.** The Final Plat of Buckhorn Valley Phase 7, a Portion of Parcel 1, Buckhorn Valley P.U.D. – Exemption Plat II, attached as Exhibit C of the SIA, is approved with the conditions set forth in this Resolution.

3. **Conditions.** This Resolution and the Final Plat and the SIA approvals are conditioned on the following:

- a) The Applicant meets the criteria of Section 17.20.050(e).
- b) That as otherwise modified by representations of the applicant in this application, all material representations of the applicant in this application, correspondence and public meetings shall be adhered to and considered conditions of approval, unless otherwise amended by other conditions.
- c) If the actual out-of-pocket costs of the Town in reviewing the application are greater than the amount of the deposit paid by applicant, applicant shall pay the additional out-of-pocket costs incurred by the Town no later than within 30 days of receipt of an invoice.
- d) Recording of the plat no later than August 23, 2023, following completion of the following requirements:
  - 1) Payment to the Town of the following fees prior to recording of the final plat:
    - i. Water dedication fees of \$120,000;
    - ii. Water tap fees of \$48,000;
    - iii. Sewer tap fees of \$72,000;
    - iv. Fire district impact fees of \$29,269.80
  - 2) Per the Fifth Amendment to the Annexation agreement, payment of snowplow fees of \$137,997.50.
  - 3) Execution of the Covenants and Subdivision Improvement Agreement
  - 4) Providing Construction Security in the amount of \$1,210,061.76 unless Holy Cross Energy (\$264,000.00) and Black Hills Energy (\$20,367.80) are prepaid separately, under which the Construction Security shall be \$868,820.40.


4. **Recording of Final Plat.** The Final Plat, attached as Exhibit C within the SIA and the SIA, attached hereto as Exhibit A incorporated herein, shall be recorded only after all conditions set forth in paragraph 3 herein are satisfied.

5. **Severability.** If any portion of this Resolution is found to be void or ineffective, it shall be deemed severed from this Resolution and the remaining provisions shall remain valid and in full force and effect.


6. **Effective date.** This Resolution shall become effective and be in force immediately upon approval.

Approved and resolved this 13<sup>th</sup> day of June 2023 at a regular meeting of the Town Council of the Town of Gypsum, Colorado by a vote of 6 in favor and 0 against.

TOWN OF GYPSUM

By:   
Steve Carver, Mayor

ATTEST:

By:   
Becky Close, Town Clerk

**EXHIBIT A**

**BUCKHORN VALLEY PHASE 7 SUBDIVISION IMPROVEMENT AGREEMENT**

202306513

**SUBDIVISION IMPROVEMENT AGREEMENT  
BUCKHORN VALLEY PHASE 7 SUBDIVISION  
(PUD Zoning)**

**DATED:** June 13, 2023

**TOWN OF GYPSUM, COLORADO**

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**EXHIBITS**

- Exhibit A    Legal Description of Property
- Exhibit B    Design Plans
- Exhibit C    Final Plat

Exhibit D Cost Estimate of Improvements

Exhibit E Will Serve Letter from Buckhorn Valley Metro District No. 1



**SUBDIVISION IMPROVEMENT AGREEMENT**  
**BUCKHORN VALLEY PUD PHASE 7**  
**(PUD ZONING)**

This Subdivision Improvement Agreement (“Agreement”) is entered into this 13th day of June, 2023, by and between the TOWN OF GYPSUM, Colorado (“Gypsum”), a home rule municipal corporation organized pursuant to Article XX of the Colorado Constitution and Gypsum’s Home Rule Charter effective October 21, 1982, and BV Firewheel, LLC, a Colorado limited liability company (referred to as “Developer”). Gypsum and Developer are collectively referred to as “Parties,” or occasionally in the singular as “Party.”

Whereas, Developer is the owner of real property described in Exhibit A, attached hereto and incorporated herein (the “Property”), which is located within Gypsum and to be known as the Buckhorn Valley PUD Phase 7;

Whereas, Developer and Gypsum desire to provide for the orderly development of the Property consistent with the Preliminary Plan (as defined below), and by this Agreement to provide for the construction of improvements and facilities to serve the Property and to mitigate the impact of the Project on Gypsum;

Whereas, Developer has agreed to pay for, at its own cost, the infrastructure improvements needed to serve the Property including but not limited to the water, sewer, and road facilities and related improvements;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein shall have the following meanings. Any capitalized terms used but not defined herein shall have the meaning set forth in the Annexation Agreement or the Code. These definitions shall be equally applicable to both the singular and the plural forms of the terms so defined.

A. “Agreement” shall mean this Subdivision Improvement Agreement.

B. “Annexation Agreement” shall mean the Annexation Agreement for the Property dated January 11, 2000, and recorded in the real property records of the Eagle County Clerk and Recorder at reception number 724078, and all amendments thereto.

C. “Application” shall mean an application for approval filed under the Code for a development activity including, but not limited to, an application for zoning, subdivision, planned unit development, certificate of occupancy, water or sewer tap or connection, or building permit.

D. “Code” shall mean the Gypsum Municipal Code as in effect on the effective date of this Agreement and as may be amended from time to time.

E. “Construction Security” shall mean a letter of credit, cash or other financial security that is easily convertible into cash in a form acceptable to Gypsum to secure the construction of the Required Improvements.

F. “Design Plans” shall mean plans for the construction, installation, or improvement of the Project, including the Required Improvements, together with all subsequently approved updates to those plans, attached hereto as Exhibit B and incorporated herein, and stamped by a professional engineer registered in the State of Colorado. Design Plans shall also include plans from Holy Cross Electric for the construction of electrical improvements necessary to support the Project.

G. “Developer” shall mean the individuals or entities identified as the Developer in the first paragraph of this Agreement, individually and collectively, and all successors, assigns, heirs and subsequent owners of all or any part of the Property.

H. “Engineer’s Cost Estimate” an estimate of the cost of constructing Required Improvements, which shall include a 10% contingency, prepared on behalf of the Developer and stamped by a professional engineer, registered in the State of Colorado, upon which, among other uses, the amount of Construction Security and Warranty Security shall be based.

I. “Final Plat” shall mean the Final Plat Buckhorn Valley P.U.D. – Phase 7, attached hereto as Exhibit C, and incorporated herein.

J. “Gypsum” or “Town” shall mean the Town of Gypsum, Colorado.

K. “Preliminary Plan” shall mean the Town of Gypsum Second Amendment Preliminary Plan Buckhorn Valley October 2007 approved by the Town Council on December 11, 2007.

L. “Project” shall mean the development of the Property pursuant to the Annexation Agreement, this Agreement and the Final Plat. The Project is anticipated to consist of up to twenty (20) single family residential units.

M. “Property” shall mean the real property that is owned by the Developer and that is the subject of this Agreement containing approximately 4.470 acres, more or less, and described on Exhibit A attached hereto and incorporated herein.

N. “PUD” shall mean a planned unit development overlay zone approved pursuant to Chapter 18.32 of the Code.

O. “Required Improvements” shall mean all public or private improvements required pursuant to this Agreement and as a condition of Final Plat approval, generally to be completed prior to the issuance of a building permit as per Exhibit B the Design Plans.

P. “Special District” means a special district organized pursuant to Article 1, Title 32, C.R.S. to assist with the construction, development, acquisition, financing or maintenance of public Required Improvements.

Q. “Subdivision” shall mean subdivision of the Property through the Final Plat.

R. “Submittal Requirements” shall mean that the Application, submittal, or design complies with the requirements of this Agreement, the Code and regulations promulgated thereunder, the Gypsum Public Works Manual, and the Annexation Agreement, and the requirements of the applicable utility or service provider, if other than Gypsum, and provided further, that all standard fees charged generally by Gypsum are paid unless otherwise agreed to in writing.

S. “Warranty Period” shall mean the period of time commencing on the date of initial written acceptance or approval of Required Improvements and continuing for three (3) years. Should Gypsum, because of weather or otherwise (i) be unable to make proper inspection of the Required Improvements to determine whether any repairs and replacements are necessary prior to the expiration of the Warranty Period; or (ii) fail to provide final written acceptance or approval prior to the expiration of the Warranty Period, then the Warranty Period shall be extended for such time as is reasonably necessary to allow inspection and formal notice of final acceptance or any needed or necessary repairs and replacements. Notwithstanding any other provision of this Agreement to the contrary, should final written acceptance and approval of Required Improvements occur between August 1 and June 1, then the Warranty Period shall be extended to July 31 following the otherwise applicable Warranty Period.

T. “Warranty Security” shall mean a letter of credit, cash or other financial security that is easily converted into cash in a form acceptable to Gypsum to secure Developer’s warranty obligations as regards public Required Improvements.

U. “Zoning” shall mean zoning of the Property.

2. Developer’s Obligations. Developer shall develop the Property and provide the Required Improvements as provided herein and pursuant to the Annexation Agreement, the Final Plat for any portion of the Property, approved

Design Plans and the Submittal Requirements in effect at the time of development, all under the regulatory supervision of Gypsum. If any such authorities are in conflict, the terms of this Agreement shall supersede and control over the terms of any other authority, except that the Final Plat shall supersede and control over the terms of this Agreement. This Agreement shall not prevent Gypsum from imposing additional requirements that are not inconsistent with this Agreement as conditions of approval of the Final Plat. All matters not covered by specific agreement shall be controlled by the Code and the Gypsum Public Works Manual.

3. Contractual Obligations. Developer agrees that the provisions and requirements of this Agreement are entered into with full knowledge, free will and without duress. Developer agrees and desires that the agreements contained herein regarding the payment of fees, installation and dedication of Required Improvements and conditions for development approvals, including the incorporation of provisions of the Submittal Requirements, are imposed by contract, independent of the continued validity or invalidity of any of the provisions of the Submittal Requirements. The agreements to pay fees, and construct and dedicate Required Improvements or provide Construction or Warranty Security are reasonable and binding commitments on the part of Developer and closely relate to Developer's estimates of the extent and timing of impacts to the safety and welfare of Gypsum and its citizens which are expected to occur from the Project and are in rough proportion both in nature and extent to such impacts.

4. Condition of Plat Approval. The terms of this Agreement are hereby imposed upon all of the Property and any present or subsequent owners of all or a portion of the Property as a condition of approval by Gypsum of the Final Plat, and this Agreement shall be referenced on the Final Plat.

5. Reimbursement to Gypsum. Pursuant to Chapter 3.16 and Sections 13.08.090, 13.08.130, 17.04.060, and 21.02.020 A., of the Code, Developer shall reimburse Gypsum for all costs and expenses incurred by Gypsum in reviewing Applications, preparation of this Agreement and other services or reviews requested or provided by Gypsum in connection with the Project, within thirty (30) days of the presentment of a bill therefore. Final action, including withholding building permits or certificates of occupancy, on any pending Application or other matter associated with any portion of the Property, including other phases that at the time are subject to different ownership, may be withheld by Gypsum until outstanding costs and expenses have been reimbursed.

6. Required Improvements

A. Engineer's Cost Estimate. Except as specifically provided herein or in the Final Plat, the Required Improvements shall be limited to those necessary to serve or mitigate the impacts of developing the Project. The current Engineer's Cost Estimate for the currently anticipated Required Improvements as accepted by Gypsum is attached hereto as Exhibit D and incorporated herein.

B. Construction Timing. The Design Plans sets forth the specific on-site and off-site Required Improvements. Prior to Gypsum recording the Final Plat, Developer shall provide Construction Security to secure all Required Improvements. Notwithstanding the posting of Construction Security, unless otherwise approved by the Town Manager in his sole discretion in writing, the Required Improvements are to be completed prior to building permits being issued. Notwithstanding the issuance of a building permit prior to completion of the Required Improvements, no certificate of occupancy or temporary certificate of occupancy shall be issued until all Required Improvements are completed.

C. Necessary Required Improvements.

i. Unless otherwise provided in the Final Plat, the Required Improvements that must be completed prior to building permits and/or temporary certificates of occupancy or certificates of occupancy being issued, as further set forth, shall include:

(1) Streets and sidewalks with accompanying structures, drainage systems and signs as identified on the Design Plan or as otherwise required by Gypsum as a condition of Final Plat approval. All streets, roads and appurtenant infrastructure, including, but not limited to, street lights, curb, gutter and sidewalk shall be constructed in accordance with the Design Plans.

(2) Domestic water systems and fire hydrants;

(3) Sanitary sewer system;

(4) Survey monuments;

(5) Electricity, natural gas, telephone, cable and fiber;

(6) Storm sewer, storm drainage facilities, subsurface drainage lines, and erosion control, as depicted on the Design Plans;

(7) Erosion control; and

(8) Other.

7. Design Plans. Design Plans and covenants have been reviewed and approved by Gypsum. Developer shall also submit any and all plans not mentioned above which may be reasonably required by Gypsum or any other controlling jurisdiction.

8. Design Standards. Any construction related to development of the Project, including all Required Improvements, shall be constructed in accordance with the Submittal Requirements in effect at the time Gypsum gives approval for construction, except as such Submittal Requirements are expressly modified by this Agreement. Should such Submittal Requirements change subsequent to the date of this Agreement, Developer agrees as a matter of contract to abide by such changes for all construction for which Gypsum approved the Design Plans after the date of such changes.

9. Approval of Design Plans. As to the Design Plans for the Required Improvements, Gypsum has approved the Developer's set of stamped plans dated 04-26-23 from Alpine Engineering and Holy Cross electrical improvements. In the event any errors or omissions are discovered in the approved Design Plans, or in the event any modifications need to be made for any other reason to the approved Design Plans, Developer shall submit to Gypsum for approval modified Design Plans stamped by a registered professional engineer. Construction of Required Improvements shall not commence until Gypsum has approved Developer's Design Plans or continue in deviation from approved Design Plans unless Gypsum has approved modified Design Plans.

10. Public Improvement Installation Procedure. The following procedure shall be followed regarding the installation and inspection of all Required Improvements:

A. Plan Submission. Developer has submitted and Gypsum has approved stamped and detailed Design Plans shown in Exhibit B – Design Plans.

B. Pre-Construction Meeting. There shall be an on-site pre-construction meeting between Developer's engineer and construction manager, Gypsum's engineer and construction inspector, foremen from each general contractor and sub-contractor, and Developer's geotechnical engineer for the purpose of establishing appropriate lines of communication and other necessary details of the Project.

C. Geotechnical Engineer. Developer must contract with a registered geotechnical engineer to provide inspection, and testing if required, during the construction process. Copies of all testing must be provided to Gypsum. Developer must provide Gypsum with written verification of compliance with all geotechnical specifications.

D. Notice of Commencement. Developer shall give one (1) week notice to Gypsum in advance of beginning construction of any Required Improvements, describing the type of Required Improvement to be made and the time schedule for construction or installation.

E. Stop Work. If Gypsum determines that construction or installation is not complying with approved plans, Developer shall stop work at Gypsum's direction until corrections are made. Should Developer dispute Gypsum's decision, it may appeal that decision according to the appeals procedure provided by the International Residential Code as adopted by Gypsum.

F. Testing. Developer shall perform testing and allow Gypsum to inspect construction or installation at times and frequencies determined necessary by Gypsum in its sole direction. Construction shall not proceed beyond required inspections or testing unless approved by Gypsum.

G. Failed Tests. Developer shall contact Gypsum upon the failure of any performance testing, and any time problems arise which may prevent construction or installation in accordance with the approved plans.

H. Covering Excavation. No excavation, facility or Required Improvement, including water and sewer service connections, shall be covered until inspected by Gypsum, or until such inspection is waived in writing.

I. Conveyance to Gypsum. Only potable water main systems, wastewater main systems, roads, sidewalks, street signs, street lights, and storm drainage within road platforms shall be conveyed to Gypsum by Final Plat dedication, or general warranty deed, or both, and bill of sale, along with underlying land and rights-of-way in fee title or by easement, free and clear of any and all liens and encumbrances. Developer shall, at its sole cost and expense, cause a policy of title insurance to be issued for such conveyances and dedications.

J. Time for Completion. The required time for completion of all Required Improvements shall be two-years (2) years from the recording date of the Final Plat. When such improvements are not completed within the required time, Gypsum may use the Construction Security to complete the Required Improvements.

11. Underground Utilities. All water mains and subservice stub-outs, storm sewer, sanitary sewer, drainage, electricity, natural gas, telephone, fiber and cable television shall be installed underground and prior to construction of any overlaying street, curb, sidewalk or gutter to prevent unnecessary pavement cuts. In addition, Developer shall provide an AutoCAD drawing of as-built survey of such utilities prepared by a professional land surveyor showing horizontal and

vertical locations. Such survey must be completed prior to any back fill and will constitute a condition precedent to the release of any Construction Security.

12. Construction Site Maintenance. During construction, Developer shall use proper dust and erosion control and maintain streets and roads in such a manner that they may be reasonably traveled upon. Gypsum may order construction to cease, or abatement measures to be taken, and Developer shall comply with such order, when Gypsum determines in its sole discretion that dust from construction activities related to the Project is unacceptable. The Construction Security and Warranty Security required for construction of Required Improvements shall be sufficient to include costs associated with revegetation of area destroyed by such construction. Developer may secure construction areas within the Property from the general public during construction, except for necessary local traffic, representatives of Gypsum and other appropriate jurisdictions on official business and emergency service providers.

13. Construction Security.

A. Amount. Construction Security shall be in the amount of one hundred and ten percent (110%) of the Engineer's Cost Estimate attached hereto as Exhibit D, submitted by the Developer and approved by Gypsum. The Engineer's Cost Estimate shall be updated annually within thirty (30) days of the anniversary date of Gypsum's approval of the Final Plat, taking into consideration the progress of construction, market conditions, costs of materials and labor and other relevant factors. Within sixty (60) days of receipt of the Engineer's Cost Estimate or any annual update, Gypsum shall, in writing provided to Developer, reject, or accept with conditions and/or modifications, the Engineer's Cost Estimate; or the Engineer's Cost Estimate shall be deemed accepted as submitted. In the event the Engineer's Cost Estimate as approved by Gypsum indicates that the remaining estimated costs of constructing the Required Improvements exceeds the amount of the Construction Security, the Developer shall, within thirty (30) days of written notice from Gypsum, cause the Construction Security to be increased to an amount equal to or greater than the amount specified. Until such additional security is provided, Gypsum may withhold approvals for any application associated with the Project. Gypsum's failure to review or its approval of the Engineer's Cost Estimate shall in no way waive any of Developer's obligations or Gypsum's rights under this Agreement.

B. Payment Bond. Provided that Developer has not paid contractors, subcontractors, or material providers (collectively, "subcontractors") for a period of ninety (90) days after work has been completed or materials provided, the Town may, in addition to the Construction Security required by the Paragraph 13(A), and upon written demand by the Town, require Developer to post a payment bond for any contract of fifty thousand dollars or more for the construction of the Required Improvements. Such payment bond shall be required with a sufficient surety to be approved by the Town, conditioned that the



Developer, any contractor or subcontractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing to the Developer, contractor or subcontractor with labor, laborers, materials, rental machinery, tools or equipment used or performed in the prosecution of the work for the completion of the Required Improvements and that the Developer, contractor or subcontractor will indemnify and save Gypsum harmless to the extent of any payments in connection with the carrying out of any such contract which Gypsum may be required to make under the law. Contractors, subcontractors, materialmen, mechanics, suppliers of rental equipment and others, including laborers, may have a right of action for amounts lawfully due them from the Developer, contractor or subcontractor directly against the principal and surety of such bond.

C. Release. As Required Improvements are completed in integrated component parts, inspected, approved and (if applicable) conveyed to Gypsum, the Construction Security shall be released in a proportional amount, unless a lesser amount of release is necessary to maintain Construction Security in an amount equal to one hundred ten percent (110%) of the cost to complete the remaining Required Improvements. Amounts to be released may be determined with reference to the Engineer's Cost Estimate approved by Gypsum.

14. Warranty.

A. Scope. For the full Warranty Period after Gypsum's written final acceptance or approval of the Required Improvements, Developer shall warrant the construction, installation, and survivability of the Required Improvements and, at Developer's sole cost and expense, make all needed and necessary repairs and replacements due to defective materials, design or workmanship, breach of contract or failure to abide by the Submittal Requirements or Design Plans or other approved plans or standards, but not associated with ordinary and normal wear and tear. If after thirty (30) days from mailing of a written notice to Developer requesting repairs, which thirty (30) days shall be extended for weather conditions preventing such work, Developer shall not have undertaken with due diligence such maintenance or repairs, then Gypsum may make the same at Developer's expense. In case of emergency, as determined in the sole discretion of Gypsum, such thirty (30) day period is waived.

B. Warranty Security. At the time of final acceptance or approval of the Required Improvements, Developer shall post Warranty Security to secure such warranty obligations. This obligation is separate from the Developer's obligation under this Agreement to post Construction Security; however, the instrument posted to satisfy the Developer's Construction Security obligations may be used to also satisfy the Warranty Security obligation so long as it complies with the terms of this Section. Such Warranty Security shall remain in place and be available to Gypsum through the full Warranty Period and so long thereafter as is reasonably necessary for Gypsum to either determine that no repairs and replacements are necessary or draw on the Warranty Security. The

Warranty Security shall be in an amount equal to 15% of the actual costs of the improvements, unless Gypsum determines in writing that a higher amount is necessary or a lower amount is adequate.

C. Repairs Not Reimbursable. Developer shall not be entitled to reimbursement for any repairs or replacements made pursuant to this Section.

D. Warranty Period for Repairs. In the event of any needed and necessary repairs or replacements during the Warranty Period provided for in this section, the Developer's warranty obligations and full Warranty Period shall apply anew to the improvement or component part thereof repaired or replaced commencing the day the repair or replacement is accepted or approved by Gypsum.

15. Water. Gypsum shall provide water utility service to the Property when Developer has met all of Gypsum's requirements for water service contained in this Agreement and the Code.

A. Water Rights Dedication. Developer's water rights dedication requirement for the Property shall be calculated based on the provisions of Chapter 13.02 of the Code. Developer shall pay the full in lieu of water rights fee based on such calculation prior to building permits being issued for any construction. The current in lieu water rights dedication fee is \$12,000.00 per EQR (13.02.100(2)).

i. Estimated EQR Calculation. Gypsum and Developer agree that each lot has an initial estimated EQR of 1 EQR, resulting in a total EQR calculation for the Property of 20.0 EQR (1.0 x 20 lots). Based upon the 20 residential lots contained in the Final Plat Application and the requirements of the now-existing Town Code, the amount of the Water Rights Dedication Fee due at the time of Final Plat approval shall be \$120,000 (\$12,000 x 20.0 EQR less 50% reduction for raw water irrigation system). Pursuant to the Code, Section 13.02.100(2) and section 13.02.190, final payment of water right dedication fees is to occur at the time of approval of the Final Plat. One EQR provides water supply for a single-family home up to four bedrooms and 3,000 square feet of enclosed living space, pursuant to the Code, Section 13.02.050.1.C.

ii. Additional EQR Determination and Payment. Any additional water rights dedication fees shall be paid during the building permit stage. At the time of approval of a building permit, each lot owner shall demonstrate estimated EQRs and any additional EQRs that are required. The lot owner will be assessed in full and shall pay the required additional water rights dedication fee prior to issuance of a building permit. Additional EQRs may only be approved for indoor use. Pursuant to the Code, Gypsum may re-verify actual use at each lot, and retains the discretion to assess appropriate additional water rights dedication fees if the actual use exceeds the estimate in this Agreement.

iii. EQR Limitation. Notwithstanding the above, there shall be no more than 20.0 EQR allocated to building permits in this subdivision without Gypsum's approval.

B. Tap Fees. Developer shall pay \$2,400, thirty percent of the water service tap fee of \$8,000 per EQR (13.01.80(1)) upon Final Plat approval, as credit toward future water tap fees to be determined at the time of building permit application. The amount of the partial water service tap fee due for the 20.0 EQR at Final Plat shall be \$48,000 (20.0 EQR x \$2,400). Lot owners submitting a request for a building permit shall pay the remaining portion of Gypsum's water service tap fee at the time the individual connection is made, based on the water service tap fee charged generally by Gypsum at the time of connection and for the EQR determination made at that time. The current fee for water taps is \$8,000 per EQR. Pursuant to the Code, Gypsum may re-verify actual use at each lot, and retains the discretion to assess appropriate additional water service tap fees if the actual use exceeds the EQRs estimated in this Agreement.

C. Connection Fees. Developer shall pay all costs, materials, labor and fees required to connect water service lines to water main lines, including Gypsum inspection charges.

D. Service Line. All service lines and stub-outs shall be installed by the Developer, at the Developer's cost. No reimbursement shall be allowed, unless otherwise provided herein.

E. Required Improvements. All service lines and other Required Improvements within the Property shall be installed at the sole cost of Developer, without any reimbursement by Gypsum prior to recording of the Final Plat, unless adequate security approved by Gypsum is posted. Required Improvements are depicted in Exhibit B attached hereto and incorporated herein. All improvements shall be completed and dedicated to Gypsum, except service lines and drainage facilities not located within road platforms.

F. Non-Potable Irrigation System. Developer shall install, at Developer's sole cost and expense, a non-potable irrigation system, connected to and integrated with the Buckhorn Valley Metropolitan District No. 1 raw water system, to irrigate all residential lawns. The irrigation system shall not be connected to or interconnected in any way with Town supplied municipal water. Developer has provided the Town with a will serve letter from the Buckhorn Valley Metropolitan District No. 1 that evidences Buckhorn Valley Metropolitan District No. 1 has adequate water rights and infrastructure in place to serve the irrigation demands for 5,000 square feet of irrigation for each of the 20 units of the development during average and dry water years, see Exhibit E. No water delivered from the Town shall be used for irrigation and the Town shall have no responsibility for and makes no warranties or representations as to the adequacy of the irrigation water supplied by Buckhorn Valley Metropolitan District No. 1.

G. Inadequate System Capacity. Gypsum acknowledges there is currently sufficient water system capacity to serve the number of units proposed for the Property. However, use of such system capacity is on a “first come, first serve” basis and may not be available when building permits are requested. For the purpose of this Agreement, insufficient capacity to serve the Property means insufficient water treatment capacity to serve all properties within Gypsum, all areas currently served by Gypsum located within and without Gypsum, and also serve the Property. Gypsum may impose a temporary or permanent moratorium on issuing water taps to serve the Property, should Gypsum determine in its sole subjective discretion that it has insufficient water treatment capacity to serve the Property. Upon any such moratorium, Gypsum shall take reasonable efforts to increase system capacity to serve the Property. Should Gypsum fail to provide water service to the Property when desired, the sole remedy of the Owner shall be to require Gypsum to disconnect the Property from Gypsum and/or obtain a refund of any amounts paid for water right dedication fees and/or water service tap fees paid for any lots affected by the moratorium and/or obtain a reconveyance from the Town of the water rights deeded by Owner to the Town. If Gypsum subsequently provides water service to the Property, all refunded fees and re-conveyed water rights shall be repaid and conveyed to Gypsum as a condition of service.

H. Sewer. Gypsum shall provide sewage utility service to the Property when Developer has met all of Gypsum’s requirements for sewage service contained in this Agreement and the Code.

I. Tap Fees. Developer shall pay \$3,600, thirty percent (13.03.130(3)) of the sewer service tap fee of \$12,000 per EQR (13.03.130(1)) upon approval of the Final Plat, as credit toward future tap fees determined at the time the building permit is issued. The amount of the partial sewer service tap fee due at Final Plat approval shall be estimated at one (1) EQR per lot, for a total of \$72,000 (20.0 EQR x \$3,600). Lot owners submitting a building permit application shall pay Gypsum’s remaining sewer service tap fee, at the time that the individual connection is made, based on the sewer tap fee charged generally by Gypsum at the time of connection. The current fee for sewer taps is \$12,000 per EQR. Pursuant to the Code, Gypsum may re-verify actual use at each lot, and retains the discretion to assess appropriate additional sewer service tap fees if the actual use exceeds the EQRs estimated in this Agreement.

J. Connection Fees. Developer shall pay all costs, materials, labor and fees required to connect sewer service lines to sewer main lines. Developer shall pay sewer connection fees for each connection of a sewer service line at the time of connection, based on the connection fee charged generally by Gypsum at the time of connection.

K. Service Lines. All service lines and stub-outs shall be installed by the Developer, at Developer’s cost. No reimbursement shall be allowed, unless otherwise provided herein.

L. Required Improvements. All service lines and other Required Improvements within the Property as depicted on the Design Plans shall be installed at the sole cost of Developer, without any reimbursement by Gypsum, unless otherwise provided herein.

M. Storm Water Drainage. All storm water drainage improvements and facilities within the Property as depicted on the Design Plans shall be installed at the sole cost of Developer, without any reimbursement by Gypsum, unless otherwise provided herein. All storm water drainage improvements shall be conveyed to and become the property of the individual property owners or, for improvements located within common areas or public areas, to a property owners association and/or a special district. All storm water drainage improvements located within street rights of way or on other property owned by or conveyed to Gypsum by Developer shall be conveyed to and become the property of Gypsum. In the event such improvements owned by individual lot owners or a property owners association and/or a special district are not properly maintained, and Gypsum determines it is necessary to maintain the same, Gypsum may do such maintenance as it deems necessary in its discretion and may charge or assess such amounts against the affected portions of the Property or the entire Property, as it deems equitable, and certify collection thereof to the Eagle County Assessor pursuant to Section 31-20-105, C.R.S., impose a lien on the Property, and/or seek a judgment against the Developer and/or its successors in interest to recover any deficiencies.

N. System Design. Final design for the sewer service system and lines shall be provided to Gypsum prior to the issuance of a building permit, and shall be subject to review and reasonable approval for conformance with Gypsum's Public Works Manual.

16. Roads. All roads, streets, curbs, gutter, sidewalks, necessary drainage facilities and other Required Improvements within the Property shall be constructed and installed at Developer's cost, without any reimbursement by Gypsum, unless otherwise provided herein. The roads within the Property are to be dedicated to Gypsum for the use and benefit of the public.

17. Fire Districts Impact Fees. As provided by the Code, Developer shall pay to Gypsum on behalf of the Gypsum Fire Protection District all fire district impact fees. The impact fee shall be due at the time of Final Plat approval and is currently \$29,169.80 (20 lots x \$1,458.49 per lot).

18. Recreation Annexation Fee. Developer shall pay a onetime \$500 per lot recreation fee either at the closing of each initial sale or initial lease of any lot, whichever occurs first.

19. Wildlife Mitigation Fees. The Wildlife Mitigation Fee shall be due and owing each time the Property, or a portion thereof, is sold and a Statement of

Lien shall be recorded in the real Property records of Eagle County for purposes of providing additional record notice of such fee. Alternatively, if the Developer retains any portion of the Property for a master lease, an initial \$500 per lot Wildlife Mitigation Fee shall be paid to Gypsum. The Wildlife Mitigation Fee shall be in addition to any other fees and taxes imposed by Gypsum, including Gypsum's real estate transfer tax. The Developer or any future seller agrees to pay an initial wildlife mitigation fee of one tenth of one percent (0.1%) of the sales price from each subsequent sale of any portion of the Property.

20. Cost Recovery. There is no cost recovery anticipated for this Project. However, Developer may receive cost recovery reimbursement as provided herein from third parties. Prior to any reimbursement obligation arising, the Required Improvements for which reimbursement is attributable must be completed and inspected, approved and transferred to Gypsum, and invoices for all construction costs and canceled checks showing payment must be submitted to and accepted by Gypsum. No reimbursement obligation shall arise unless such invoices and canceled checks are provided within twelve (12) months of completion of construction. Reimbursement shall not exceed the approved costs of construction applicable to the excess capacity as determined by Gypsum in the reasonable exercise of its discretion. Reimbursement shall be made from additional impact fees or similar charges collected by Gypsum from third parties for service to areas outside the Property which benefit from the additional transmission capacity. Reimbursement shall not be required from any fees paid more than ten (10) years following the date of this Agreement. Gypsum shall use its best efforts to impose such fees, but shall not be liable for failure to do so. To the extent that such reimbursement may otherwise constitute a multiple fiscal year obligation of Gypsum, it is conditioned on an annual appropriation by Gypsum.

21. Reimbursement by Developer. Should other developers, as a condition to their development approval, install the Required Improvements which are required as a condition of future development approval for the Property, Developer shall pay to Gypsum or such other developer as directed by Gypsum, Developer's proportionate share of the cost of constructing the Required Improvements, as determined by Gypsum. Such payment shall be made by Developer upon the earliest development approval for the Property from which Developer's proportionate share can be determined.

22. Developer's Breach.

A. Upon breach by Developer, until the breach is otherwise remedied, by the Developer or by Gypsum, Gypsum shall have the right to refuse to approve any Application for any phase of development within the Property and/or disconnect public services by Gypsum. Upon such breach and written order from Gypsum, Developer shall

also cease any development activity, including construction pursuant to a previously issued building permit. Any amounts due and owing to Gypsum under this Agreement which are not paid in a timely manner may be certified to the Eagle County Treasurer pursuant to Section 31-20-105, C.R.S., for collection with taxes. Gypsum may also record a lien against the Property and/or seek a judgment against the Developer and/or its successors in interest to recover any deficiencies.

B. In the event that Gypsum determines to draw on the Construction Security or the Warranty Security and determines to perform or contract for the construction of the Required Improvements, and in the event that the amount of such security is inadequate or such security is otherwise not available, then Gypsum is entitled to charge or assess such amounts against the Property and certify collection thereof to the Eagle County Assessor pursuant to Section 31-20-105, C.R.S., impose a lien on the Property, and/or seek a judgment against the Developer and/or its successors in interest to recover any deficiencies.

C. In the event that Gypsum determines to draw on the Construction Security, Warranty Security, or other performance bond, Gypsum shall give notice of any claim that Gypsum may assert against Owner or Developer on the performance bond to the surety thereunder, unless waived in writing by the surety. Gypsum's act of giving such notice, or failure to give notice, shall not be a breach of this agreement and shall not affect the Gypsum's right to seek or pursue any remedy provided for in the performance bond or under any other provisions of this Agreement.

23. Wavier of Consequential Damages. Developer and Owner waive any and all claims against Gypsum, its employees, engineers and attorneys, for consequential damages arising out of or relating to this Agreement, including but not limited to, damages incurred for losses of financing, business and reputation, and for loss of profits including but not limited to loss of profits due to impaired bonding capacity or diminution of credit status, except those reasonably anticipated cost recovery reimbursements arising directly from this Agreement.

24. Waiver of Breach. The waiver by any Party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

25. Specific Performance. In addition to any of the remedies the Parties may have upon the breach of this Agreement by the other Party, the aggrieved Party shall have the right to request a court of proper jurisdiction to enter a mandatory injunction against the other Party requiring specific performance of the terms contained in this Agreement.

26. Assignment. This Agreement may not be assigned or delegated without the written consent of Gypsum, which will not be unreasonably withheld.

27. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, Parties and their respective legal representatives, successors and assigns. This Agreement shall continue upon Subdivision and shall bind Developer and all of Developer's purchasers, lessors, successors and assigns, including subsequent owners of any portion of or lot or parcel within the Property until all provisions are satisfied. Either Party may record this Agreement in the real property records of Eagle County, Colorado.

28. Contractors. Developer shall give notice of the terms of this Agreement in all contracts for construction of the improvements and provide a copy of this Agreement to the contractors.

29. No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries or create a right of cause of action for the enforcement of its terms, in any entity or person not a party to this Agreement.

30. Additional Documents or Action. Parties agree to execute any additional document and to take any additional action necessary to carry out this Agreement.

31. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is intended to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing to the other Party. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

32. Paragraph Captions. The captions of the paragraphs are set forth only for convenience and reference and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

33. Indemnification. Developer shall indemnify, defend and hold Gypsum, and its employees, agents, engineers and attorneys, harmless from and against all costs, claims, damages, judgments, losses and expenses of every nature, including reasonable attorneys' fees, arising at any time from any act or omission of Developer, its employees, subcontractors and their employees, and all other persons directly or indirectly involved in or performing work for the Developer on the Project. Developer's obligation to indemnify and hold harmless shall include any liability Gypsum may have on account of any change in direction, nature, quality, or quantity of historical drainage flow, resulting from the development of the Property, or from construction of streets and storm sewers within or serving the Property, or damages to any Property within the Project



resulting from natural conditions including but not limited to expansive soils, geologic hazard, wildfire hazard or flood hazard, if Developer is established to be negligent.

34. Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes any prior oral or collateral agreements or understandings.

35. Amendment. This Agreement may be amended only by an instrument in writing signed by Parties.

36. Time is of the Essence. All the time limits stated in this Agreement are of the essence of this Agreement.

37. Covenants Running with the Land. All provisions contained in this Agreement touch and concern the Property, constitute covenants running with the land, and shall be binding upon the Owner and each of Owner's successors in interest.

38. Severability. In the event that any of the terms, covenants or conditions of this Agreement or their application shall be held invalid as to any person, entity or circumstance by any court having competent jurisdiction, the remainder of this Agreement and the application in effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be effected thereby.

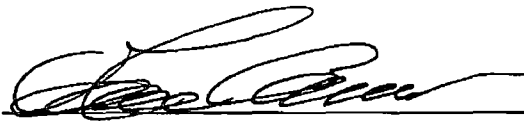
39. Duly Authorized Signatories. By execution of this Agreement, the undersigned each individually represent that he or she is duly authorized to execute and deliver this Agreement and that the subject Party shall be bound by the signatory's execution of this Agreement.

40. Duplicate Originals. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

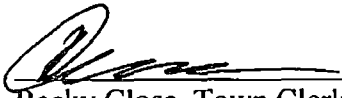
41. Venue and Governing Law. Any action arising out of this Agreement shall be brought in the District Court, Eagle County, Colorado. This Agreement shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first above written.

TOWN OF GYPSUM

By:   
Steve Carver, Mayor  
Gypsum Town Hall  
Post Office Box 130  
Gypsum, Colorado 81637

Attest:

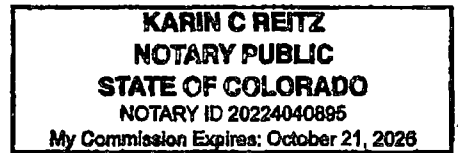
  
Becky Close, Town Clerk

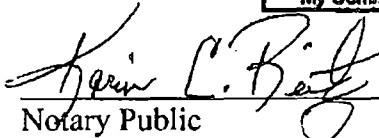
STATE OF COLORADO                    )  
                                                  ) ss.  
COUNTY OF EAGLE                    )

The foregoing Subdivision Improvement Agreement was acknowledged before me this 15 day of June, 2023, by Steve Carver, as Mayor of Gypsum, Colorado.

Witness my hand and official seal.

My commission expires: October 21, 2026



  
Notary Public

DEVELOPER/OWNER:

BV Firewheel, LLC

By: \_\_\_\_\_  
\_\_\_\_\_

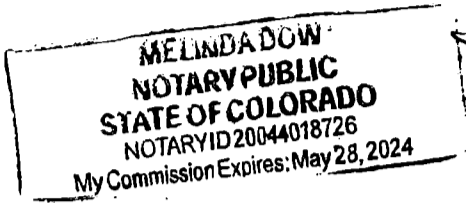
STATE OF COLORADO                    )  
                                                  ) ss.  
COUNTY OF EAGLE                    )

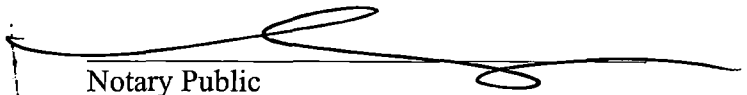


The foregoing Subdivision Improvement Agreement was acknowledged before me this 15<sup>th</sup> day of June, 2023, by John V. Hill, as Vice President of BV Firewheel LLC

Witness my hand and official seal.

My commission expires: 5.29.2024



  
Notary Public

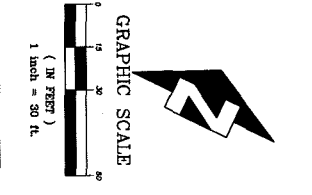
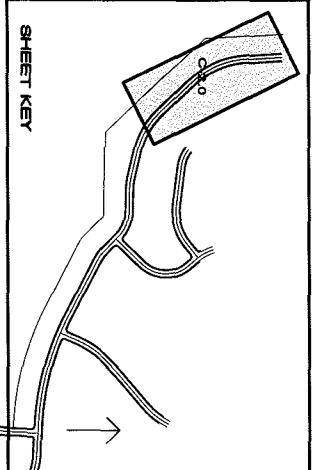
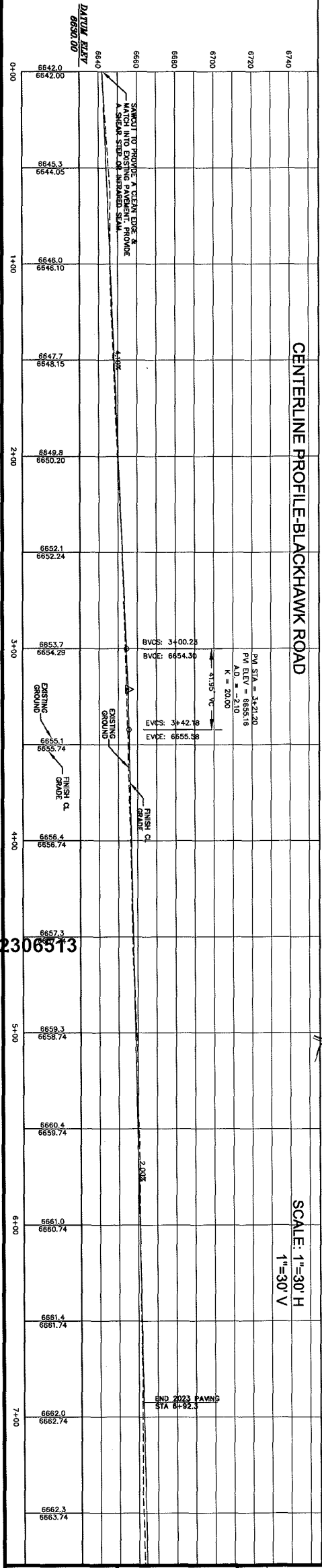
**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

A parcel of land situated in a part of Parcel 1, Buckhorn Valley PUD - Exemption Plat II, according to the plat thereof recorded December 26, 2007 under Reception No. 200733479, Town of Gypsum, County of Eagle, State of Colorado, said parcel being more particularly described as follows:

Beginning at the northwesterly corner of said Parcel 1; thence N86°51'30"E 109.71 feet along the boundary of said Parcel 1; thence S03°08'30"E 18.26 feet; thence N86°51'30"E 160.06 feet; thence departing said boundary of Parcel 1 S03°08'30"E 154.99 feet along the boundary of said Buckhorn Valley P.U.D. Phase Six; thence along said boundary S03°14'52"E 65.00 feet; thence S09°31'17"E 61.47 feet; thence S16°37'09"E 27.64 feet; thence S21°32'37"E 34.22 feet; thence S28°22'47"E 51.62 feet; thence S33°18'15"E 10.21 feet; thence S39°00'57"E 62.14 feet; thence S43°00'11"E 130.86 feet; thence departing said boundary S47°13'54"W 270.15 feet to a point on the westerly boundary of said Parcel 1; thence along said westerly boundary N42°59'56"W 364.65 feet; thence N03°08'30"W 61.55 feet; thence N02°23'21"W 78.64 feet; thence N03°50'15"W 53.98 feet; thence N03°08'30"W 263.23 feet to the point of beginning, said parcel contains 4.470 acres, more or less.

**EXHIBIT B  
DESIGN PLANS**





**LEGEND**

--- (dashed line)	BOUNDARY
--- (dashed line)	EASEMENT
--- (dashed line)	EXISTING 10' CONTOUR
--- (dashed line)	EXISTING 2' CONTOUR
--- (dashed line)	PROPOSED 5' CONTOUR
--- (dashed line)	PROPOSED 1' CONTOUR
--- (dashed line)	PROPOSED CURB/GUTTER
--- (dashed line)	EXISTING ASPHALT
--- (dashed line)	PROPOSED ASPHALT
--- (dashed line)	PROPOSED SIDEWALK W/ ADA WARNING PLATE

202306513

DESIGNED	DRAWN	CHECKED	JOB NO.	DATE
MW, TSL	TSL	MW	XXX	02/20/2023

NO.	DATE	REVISIONS	BY
02	02/20/2023	FINAL PLAT SUBMITTAL	MCW

**BUCKHORN VALLEY PUD**  
 GYPSUM, CO  
 PHASE 7  
 ROAD GRADING PLAN & PROFILE

**SEAL**

CO. OF GYPSUM, CO.  
 MATTIE G. WATSON  
 38865  
 2/20/23

**ALPINE ENGINEERING INC.**

34510 HWY 6 / UNIT A9 / PO BOX 97  
 EDWARDS CO 81632 / 970.928.3373  
 WWW.ALPIPECIVIL.COM



DESIGNED MW, TSL	
DRAWN TSL	
CHECKED MW	
JOB NO. XXX	
DATE	02/20/2023

NO.	DATE	REVISIONS
	02/20/2023	FINAL PLAT SUBMITTAL
BY		MCM

**BUCKHORN VALLEY PUD**  
**GYPNUM, CO**  
**PHASE 7**  
**STORM SEWER PLAN**

**ALPINE ENGINEERING INC.**  
 28 BOX 27  
 EDWARDS CO 61821 870.928.3373  
 WWW.ALPIENGINEERING.COM

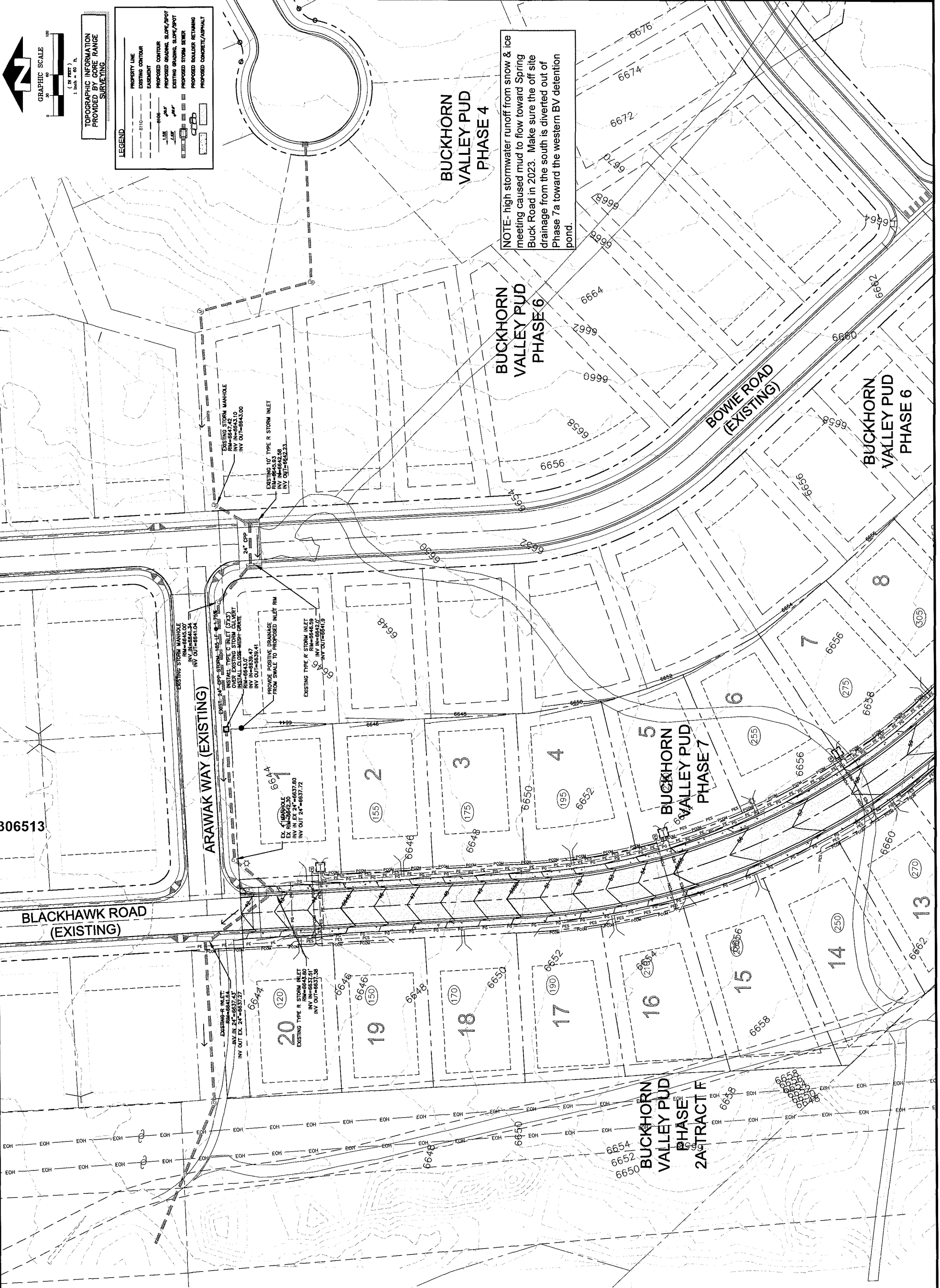
**LEGEND**

- PROPERTY LINE
- EXISTING CONTOUR
- EASEMENT
- PROPOSED CONTOUR
- PROPOSED GRAVING, SLOPE, SPOT
- EXISTING GRAVING, SLOPE, SPOT
- PROPOSED STORM SEWER
- PROPOSED BOULDER RETAINING
- PROPOSED CONCRETE/ASPHALT

**TOPOGRAPHIC INFORMATION PROVIDED BY CORE RANGE SURVEYING**

GRAPHIC SCALE  
 1" = 40' (IN FEET)  
 1" = 100' (IN FEET)

**NOTE**- high stormwater runoff from snow & ice meeting caused mud to flow toward Spring Buck Road in 2023. Make sure the off site drainage from the south is diverted out of Phase 7a toward the western BV detention pond.



202306513







**BUCKHORN VALLEY PUD**  
 GYPSUM, CO  
 PHASE 7  
 SHALLOW UTILITY PLAN

DESIGNED	MM, TSL	02/20/2023	DATE
DRAWN	TSL	02/20/2023	DATE
CHECKED	MW		
JOB NO.	XXX		
DATE	02/20/2023		

SHEET  
C4.0

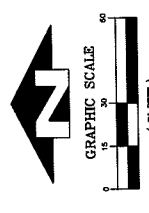


**LEGEND**

PROPERTY LINE	---
EXISTING ELECTRIC	—E—
EXISTING GAS	—G—
EXISTING COMM.	—C—
EXISTING WATER	—W—
EXISTING IRRIGATION	—IR—
EXISTING SEWER	—S—
PROPOSED ELECTRIC SERVICE	—PE—
PROPOSED GAS	—PG—
PROPOSED COMM.	—PC—
PROPOSED WATER	—PW—
PROPOSED SEWER	—PS—
PROPOSED IRRIGATION	—PI—
PROPOSED TRANSFORMER & VALVE	—TV—

TOPOGRAPHIC INFORMATION  
 PROVIDED BY CORE RANGE  
 SURVEYING

PER SB18-167 ALL UNDERGROUND  
 UTILITIES INCLUDING SERVICE MUST  
 BE ELECTRONICALLY LOCATABLE



2023065

10 FT PAVEMENT EXTENSION FOR PARKING

INSTALL STREET LIGHT BEHIND FH, MATCH EXISTING BY LIGHTS.

INSTALL HANDHOLE TO GRADE 12"x18" FOR TERMINATION OF CONDUIT FOR FUTURE COMMUNICATION PEDESTAL.

INSTALL (2) 4" PVC ELECTRIC CONDUIT AND EXTEND TO EACH TRANSFORMER.

INSTALL (2) 4" PVC COMMUNICATION CONDUIT AND EXTEND TO EACH PEDESTAL (LUMEN AND FUTURE COMCAST).

INSTALL (2) 4" PVC ELECTRIC CONDUIT AND EXTEND TO EACH TRANSFORMER & VALVE TOP OF PAD=54.5

INSTALL STREET LIGHT BEHIND FH MATCH EXISTING BY LIGHTS. ELECTRICIAN TO DETERMINE CONNECTION, METER AND DISCONNECT TO TRANSFORMER. ETC.

INSTALL (2) 4" PVC ELECTRIC SECONDARY CONDUIT TO EACH LOT (TYP).

CONDUIT TO EXISTING GAS STUBS EXTEND INTO PHASE 7. INSTALL (2) 4" PVC COMMUNICATION PEDESTAL (TYP). INSTALL SINGLE PHASE TRANSFORMER & VALVE TOP OF PAD=63.5

EXISTING ELECTRIC SERVICE VAULT, TV AND COMMUNICATIONS PEDESTALS. CONDUIT FROM EXISTING VAULT AND EXTEND TO EACH TRANSFORMER.

INSTALL (2) 4" PVC ELECTRIC SECONDARY CONDUIT TO EACH TRANSFORMER AND EXTEND TO EACH NEW PEDESTAL (LUMEN AND FUTURE COMCAST)

INSTALL (2) 2" PVC SECONDARY TRANSFORMER TO EACH LOT (TYP)

INSTALL (2) 4" PVC COMMUNICATION CONDUIT FROM PEDESTAL TO TRANSFORMER (TYP, LUMEN AND FUTURE COMCAST)

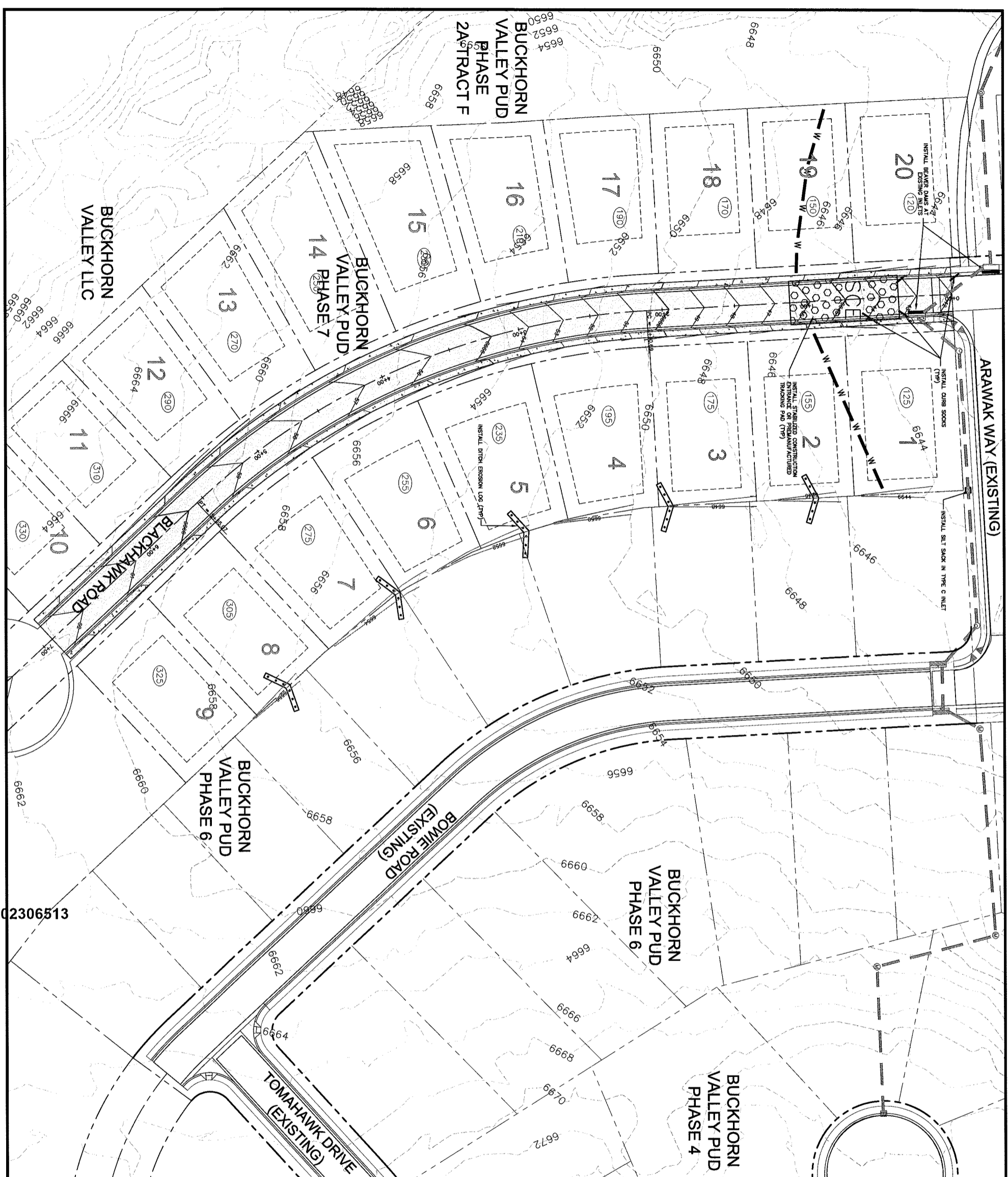
EXTEND 4" POLYETHYLENE GAS MAIN (PER BLACK HILLS). INSTALL SERVICE STUBS TO EACH LOT (TYP).

BUCKHORN VALLEY PUD PHASE 7

BUCKHORN VALLEY PUD PHASE 7

BUCKHORN VALLEY PUD PHASE 6

BUCKHORN VALLEY PUD PHASE 4



202306513

**LEGEND**

- W — W — PROPERTY LINE
- EROSION LOG WALLS
- STABILIZED CONSTRUCTION ENTRANCES
- BEAVER DAM INLET PROTECTION
- CLOG SOCK
- DITCH EROSION LOG

TOPOGRAPHIC INFORMATION PROVIDED SURVEYING

**GENERAL NOTES FOR SEDIMENT CONTROL:**

1. CONTRACTOR SHALL SUBMIT A CONSTRUCTION STAGING & MANAGEMENT PLAN IDENTIFYING CONSTRUCTION FENCING, STORAGE, STORAGE & CONSTRUCTION TRAILER LOCATION PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
2. INSTALL AND MAINTAIN SEDIMENT CONTROL MEASURES IN ACCORDANCE WITH THE PLAN AND AS NECESSARY TO PREVENT SEDIMENT FROM DISCHARGING OFF-SITE.
3. ALL PROPOSED SEDIMENT CONTROL MEASURES ARE TEMPORARY MEASURES UNLESS SPECIFIED OTHERWISE ON PLANS.
4. SEDIMENT CONTROL MEASURES MAY REQUIRE FIELD ADJUSTMENTS AT THE TIME OF CONSTRUCTION TO INSURE THAT THEIR INTENDED PURPOSE IS ACCOMPLISHED.
5. PROVIDE REGULAR INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL MEASURES TO INSURE THAT THEY REMAIN EFFECTIVE THROUGHOUT THE CONSTRUCTION PERIOD.
6. INSTALL SEDIMENT CONTROL MEASURES AT THE ONSET OF GRADING OPERATIONS SO THAT EFFECTIVE SEDIMENT CONTROL CAN BE ACHIEVED DURING THE ENTIRE CONSTRUCTION PERIOD.
7. STABILIZE ALL POINTS OF INGRESS AND EGRESS WITH TRACKING PAD DURING CONSTRUCTION TO PREVENT TRACKING OF MUD ONTO PUBLIC AREAS.
8. FOR TEMPORARY STROPPERS APPLY SEED, HYPERMULCH AND TOPDRESS IMMEDIATELY AFTER THEY ARE CONSTRUCTED FOR STABILIZATION. IF STROPPERS ARE TO BE REMOVED, APPLY SEED, HYPERMULCH AND TOPDRESS TO CAPTURE SEDIMENT.
9. THE TERM "VEGETATION" ON THIS PLAN MEANS THE SUCCESSFUL GERMINATION AND ESTABLISHMENT OF STABLE GRASS COVER FROM A PROPERLY PREPARED SEEDING CONTAINING THE SPECIFIED AMOUNTS OF SEED AND HYPERMULCH. SEEDING PLANS FOR SEED MIX, HYPERMULCH, FERTILIZER TYPE, MIXTURE, TOLERANCE AND APPLICATION RATES.
10. IT IS THE CONTRACTOR'S RESPONSIBILITY TO TAKE APPROPRIATE MEASURES TO INSURE THAT NO SEDIMENT LOADED WATER IS DISCHARGED FROM THE SITE.
11. APPROVAL SHALL BE REQUESTED UPON FINAL STABILIZATION OF ALL SITES BEFORE REMOVAL OF SEDIMENT CONTROL MEASURES.

**EROSION LOG WALLS:**

THE CONTRACTOR IS RESPONSIBLE TO CONTROL FLUENT DUST AND TO UNDERPANE THE FOLLOWING:

1. ALL IMPAVED ROADS AND OTHER DISTURBED AREAS ON SITE SHALL BE WATERED TO MINIMIZE FLUENT DUST.
2. WHEEL SPACES SHALL BE TREATED WITH WATERMIXED CHLORIDE IF WATER IS NOT CONTROLLING THE DUST.
3. ALL DISTURBED SURFACE AREAS SHALL BE REVEGETATED OR SURFACED PER THE LANDSCAPE PLAN AS SOON AS POSSIBLE.
4. MUD AND DIRT CARRYOUT ONTO PAVED SURFACES SHALL BE PREVENTED. ANY MUD AND DIRT CARRYOUT SHALL BE CLEANED UP DAILY.

**CONSTRUCTION SEQUENCE OF EROSION/SEDIMENT CONTROL MEASURES:**

1. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCES AT ALL POINTS OF INGRESS AND EGRESS.
2. CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO ASSURE THAT NO SEDIMENT LEAVES THE SITE.
3. CONSTRUCT BARRIERS, FENCES AND WALLS AND ALL SEDIMENT CONTROL MEASURES.
4. BEGIN DEMOLITION, EXCAVATION AND CONSTRUCTION.
5. INSTALL EROSION CONTROL MEASURES AFTER DITCHES AND TRENCHES HAVE BEEN PLACED. INSTALL INLET PROTECTION IN ALL INLETS AS THEY ARE CONSTRUCTED.
6. TOPSOIL AND REVEGETATE ALL DISTURBED AREAS WITH APPROVED SEED MIX PER LANDSCAPE PLAN.
7. CONTRACTOR SHALL REMOVE SEDIMENT CONTROL FACILITIES AFTER FINAL STABILIZATION.

**DESIGNED** MW, TSL  
**DRAWN** TSL  
**CHECKED** MW  
**JOB NO.** XXX  
**DATE** 02/20/2023

NO.	DATE	REVISIONS	BY
	02/20/2023	FINAL PLAT SUBMITTAL	MCW

**BUCKHORN VALLEY PUD**  
GYPSUM, CO  
**PHASE 7**  
**SEDIMENT/EROSION CONTROL PLAN**

SHEET  
C5.0

**ALPINE ENGINEERING INC.**  
34510 HWY 6 UNIT A9 / PO BOX 97  
EDWARDS CO 81632 / 970.926.3373  
WWW.ALPIPECIVIL.COM

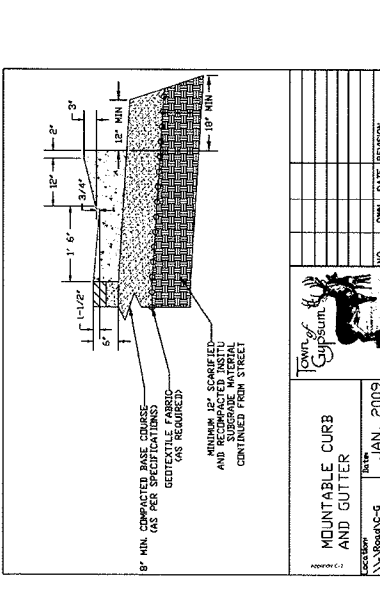
202306513



BUCKHORN VALLEY PUD  
 GYPSUM, CO  
 PHASE 7  
 DETAILS

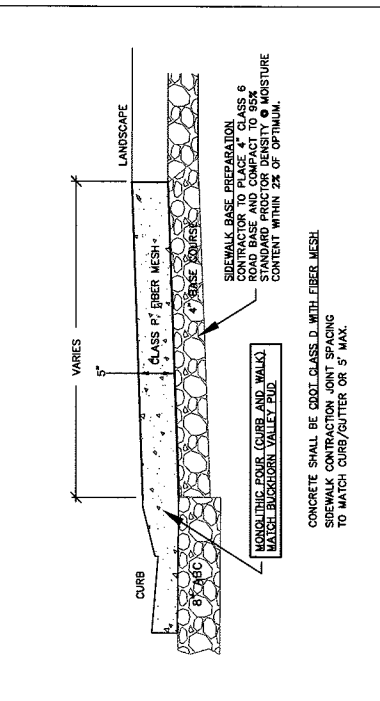
DESIGNED	MW, TSL
CHECKED	MW, TSL
DATE	02/20/2023
NO.	REVISIONS
BY	MCM

SHEET  
 C6.0

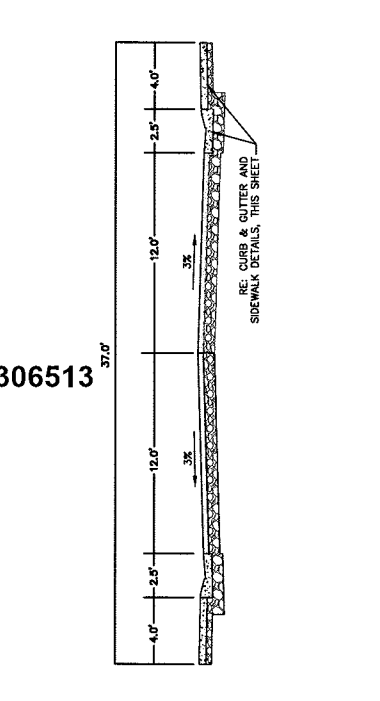


**CURB AND GUTTER**

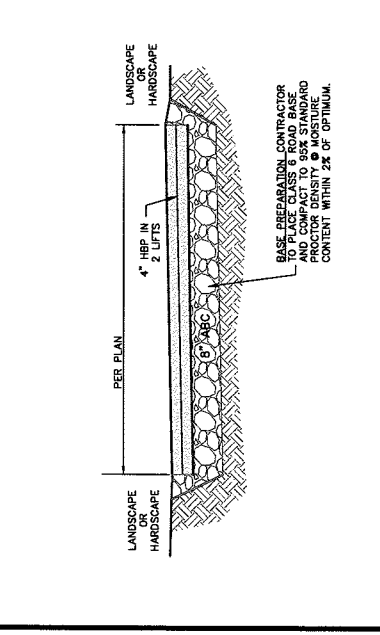
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 DATE: JAN, 2009



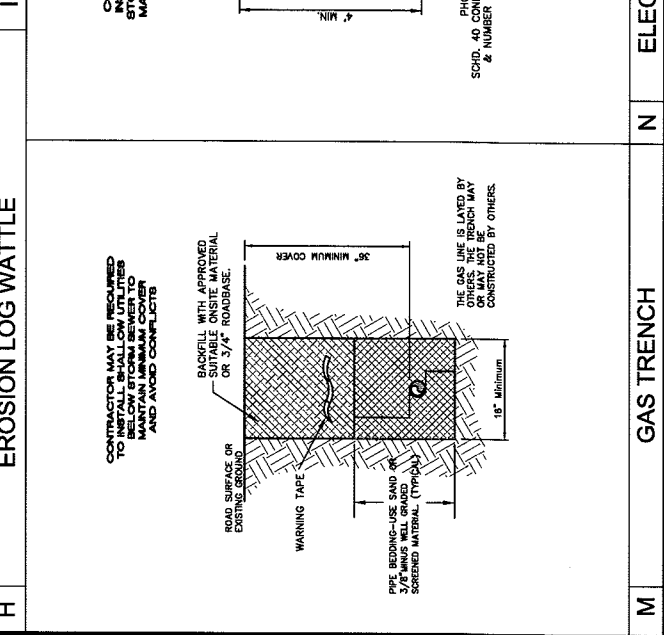
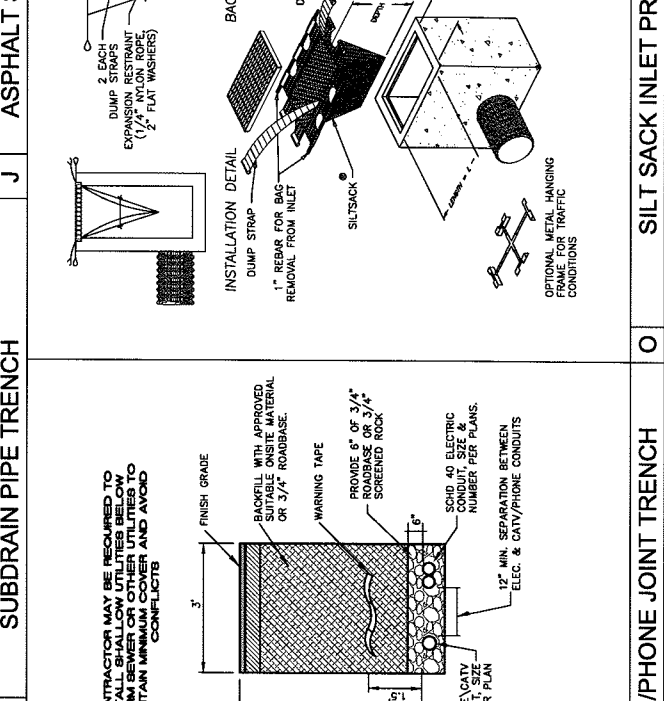
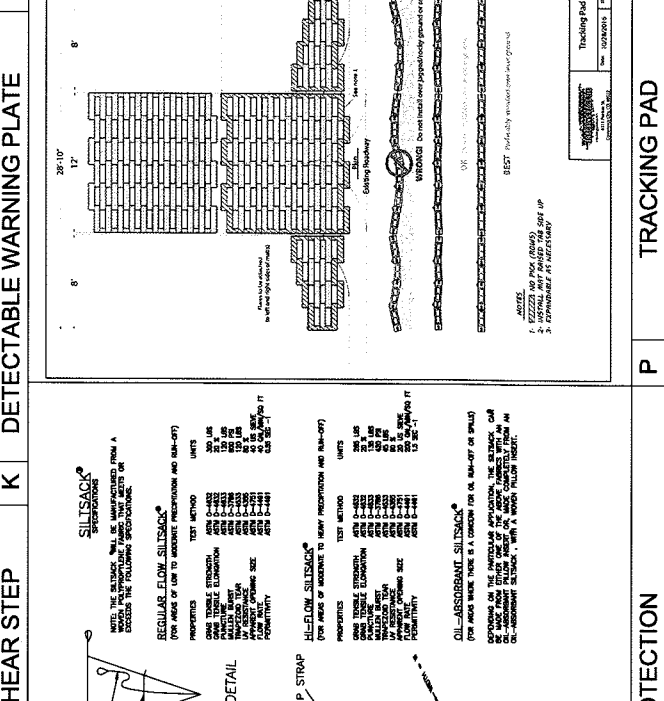
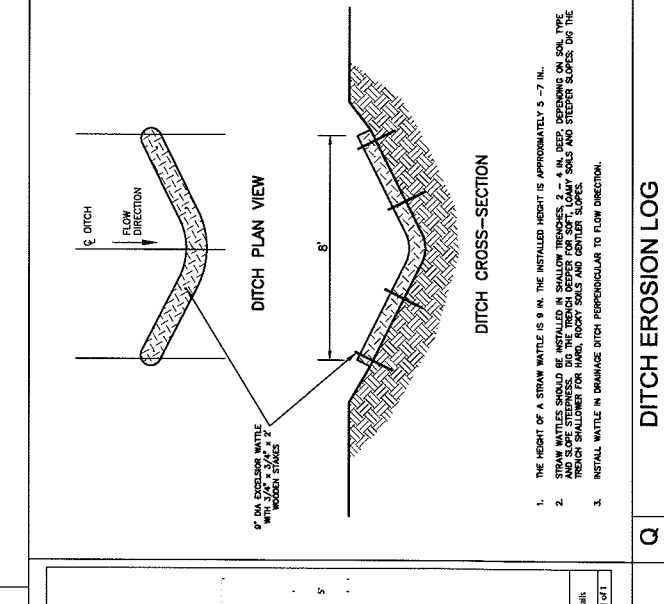
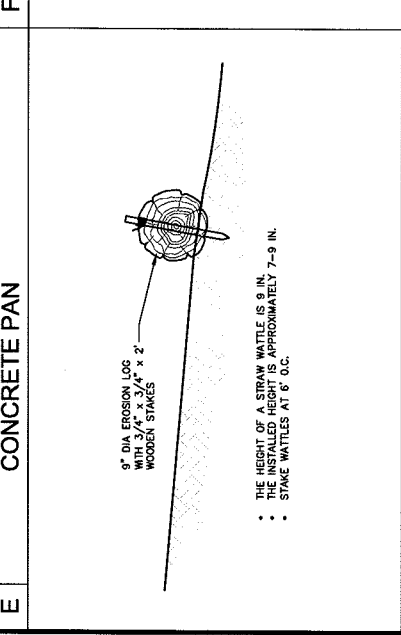
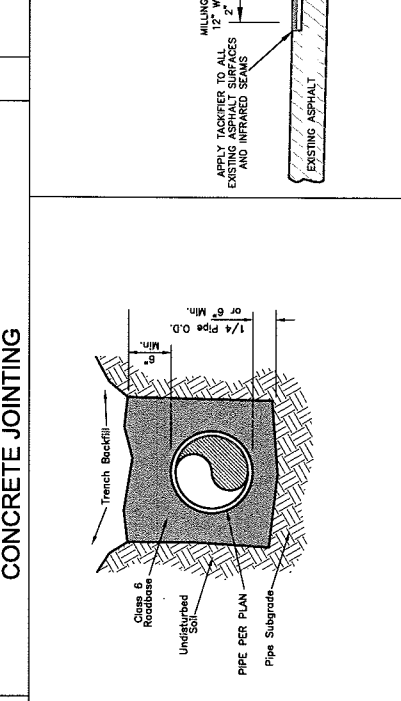
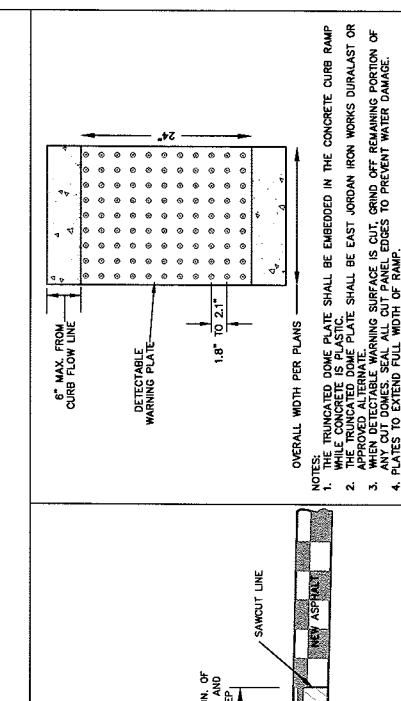
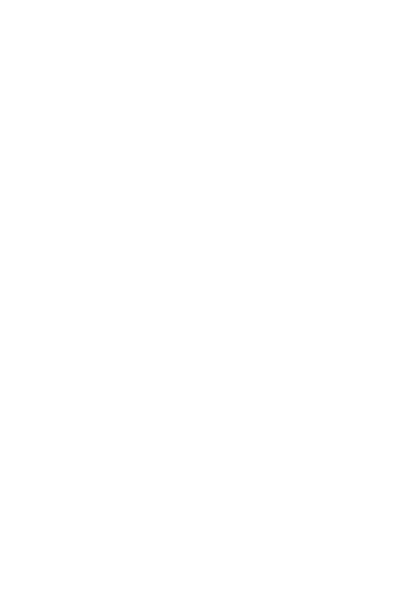
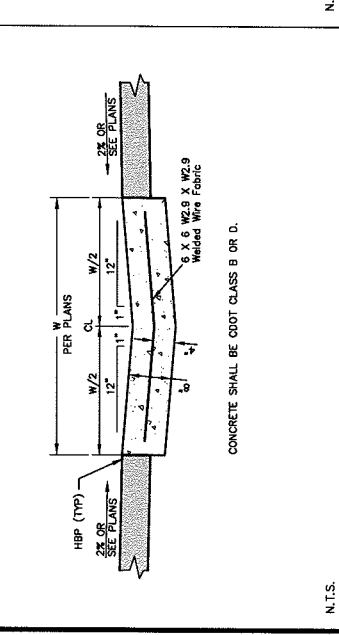
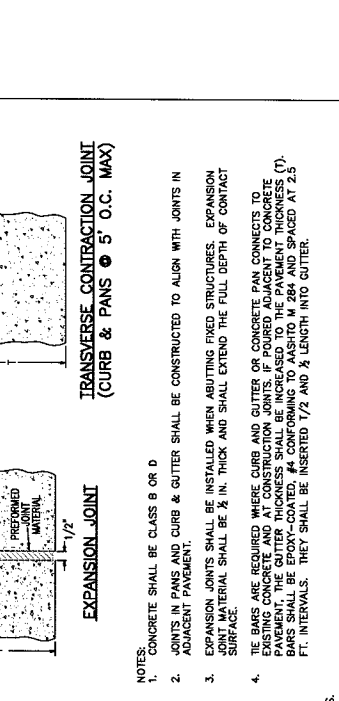
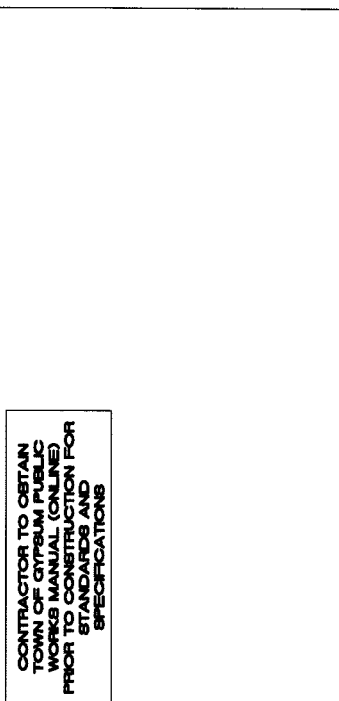
**CONCRETE WALK**



**ROAD SECTION**



**ASPHALT SECTION**



**DITCH EROSION LOG**

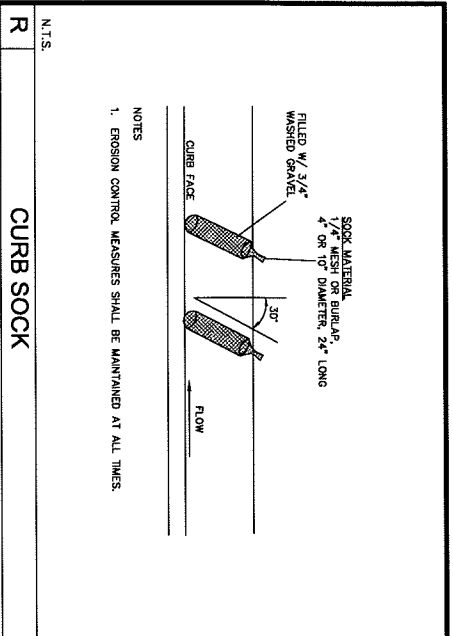
1. THE HEIGHT OF A STRAW WATTLE IS 9 IN. THE INSTALLED HEIGHT IS APPROXIMATELY 5 - 7 IN.  
 2. STRAW WATTLES SHOULD BE INSTALLED IN COLLARED JOINTS WITH APPROXIMATELY 1/2" GAPS AND STRETCH CLIPS FOR THE TRENCH SHALLOWER FOR HARD, ROCKY SOILS AND CENTER SLOPES.  
 3. INSTALL WATTLE IN DRAINAGE DITCH PERPENDICULAR TO FLOW DIRECTION.

**TRACKING PAD**

**SILT SACK INLET PROTECTION**

**ELEC./PHONE JOINT TRENCH**

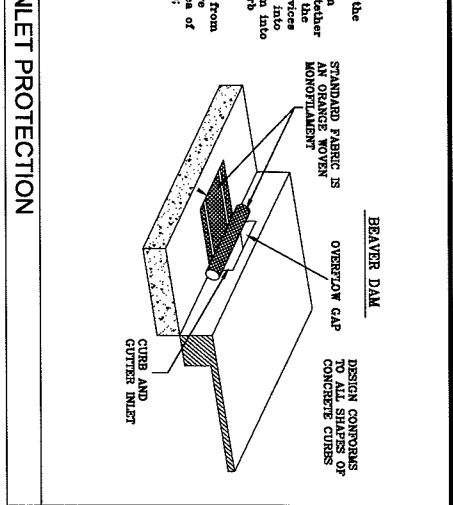
**GAS TRENCH**



**BEAVER DAM**  
**Installation and Maintenance Guidelines**

Installation: The empty Beaver Dam should be placed over the absorbent pillow absorbent pillow on punch, on the bottom (below-grade side) of the unit. Attach absorbent pillow to tether loop. Tuck the enclosure flap inside to completely enclose the gasket. Holding the lifting device (do not tug on the lifting device) in place, lift the dam from the bottom of the hole to its frame (fret side first), then lower back edge with dam into hood when installed properly.

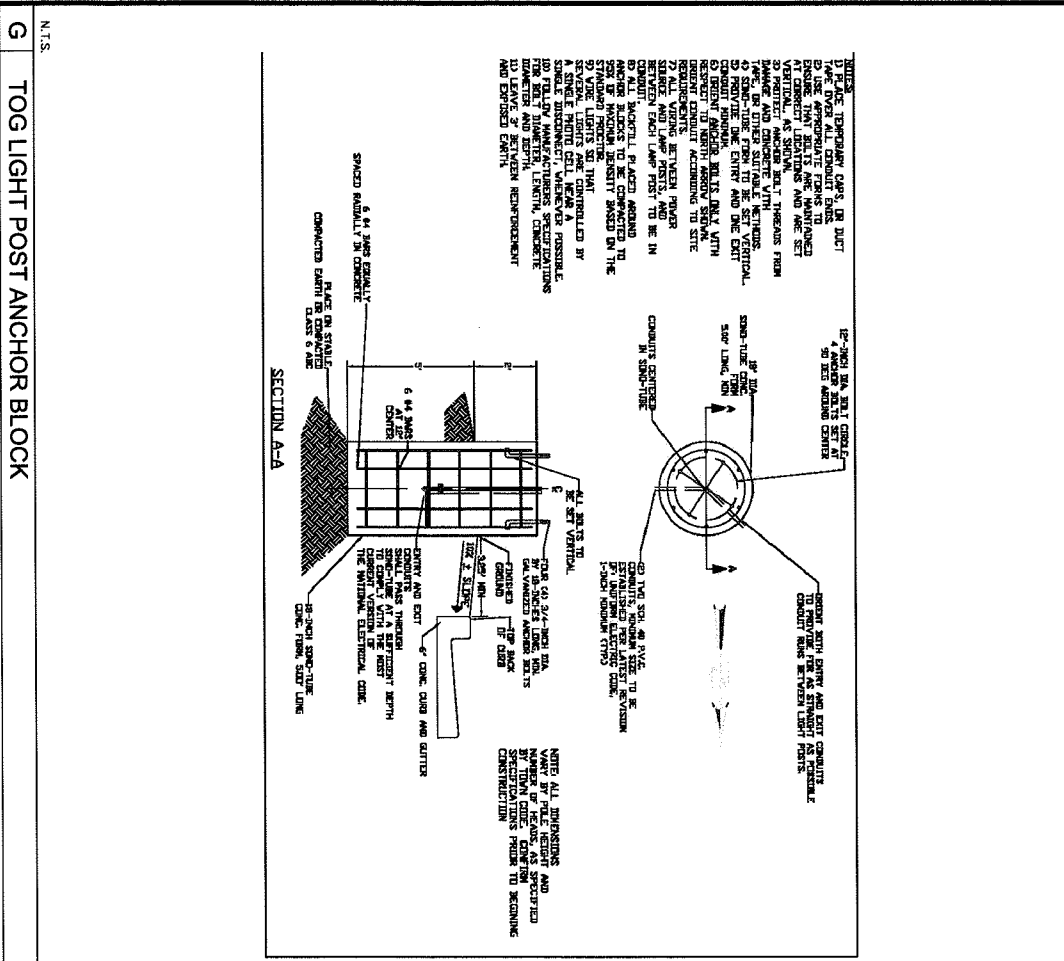
Maintenance: Remove all accumulated sediment and debris from surface and vicinity of unit after each storm event. Remove sediment that has accumulated within the containment area of the unit. Remove debris from the unit. Remove debris from the frame and replace absorbent pillow when saturated.



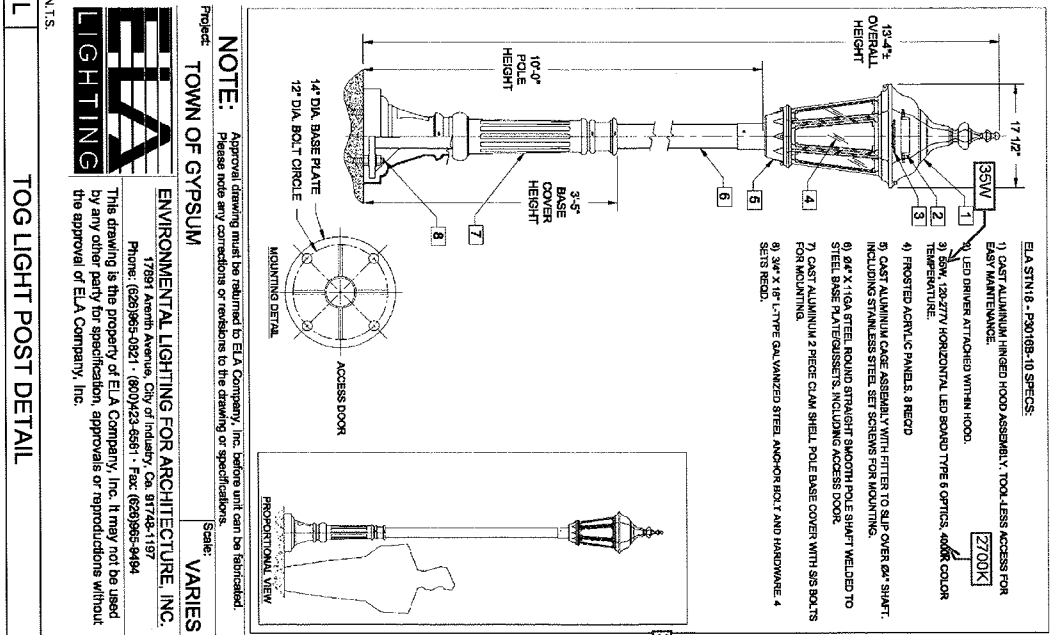
**CONTRACTOR TO OBTAIN TOWN OF GYPSUM PERMITS PRIOR TO CONSTRUCTION FOR STAIRWAYS AND SPECIFICATIONS**

R N.T.S. CURB SOCK

S BEAVER DAM INLET PROTECTION



G N.T.S. TOG LIGHT POST ANCHOR BLOCK



L N.T.S. TOG LIGHT POST DETAIL

**NOTE:** Approval drawing must be returned to EIA Company, Inc. before unit can be fabricated. Please note any corrections or revisions to the drawing or specifications.

**TOWN OF GYPSUM ENVIRONMENTAL LIGHTING FOR ARCHITECTURE, INC.**  
 17091 Arroyo Avenue, City of Industry, CA 91748-1197  
 Phone: (626)965-0821 • (800)423-6661 • Fax: (626)965-4494

This drawing is the property of EIA Company, Inc. It may not be used by any other party for specification, approval or reproduction without the approval of EIA Company, Inc.

Scale: VARIES  
 Drawn By: MP  
 Approved By: [Signature]  
 Date Approved: 12/18/2018  
 Job or Spec. Number: EIA# 016633  
 Pg 1 of 1

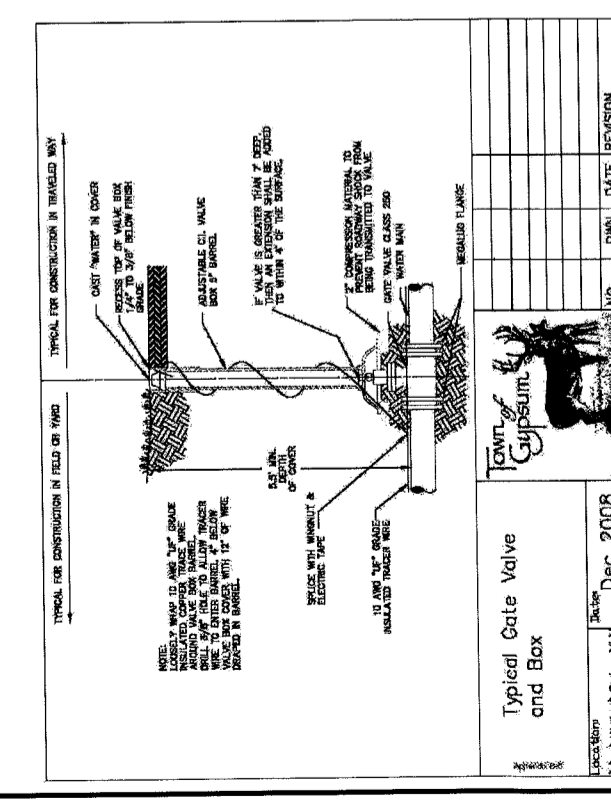
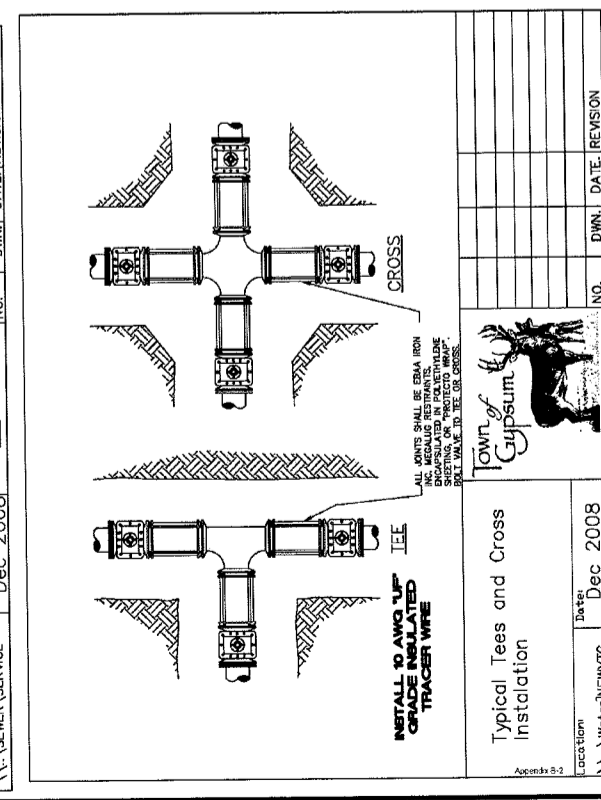
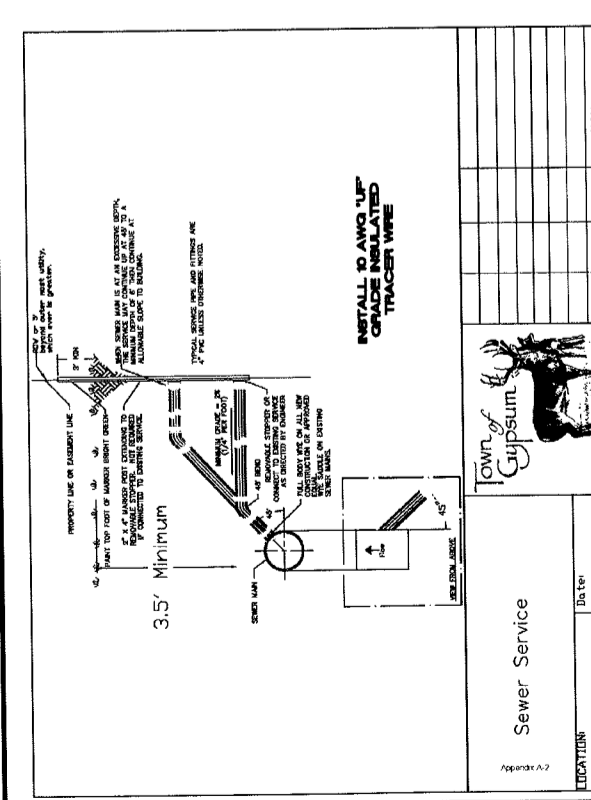
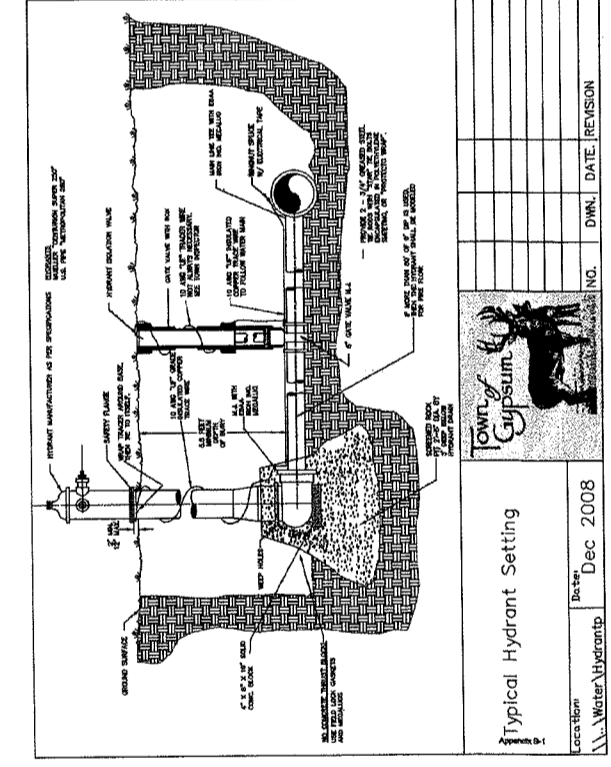
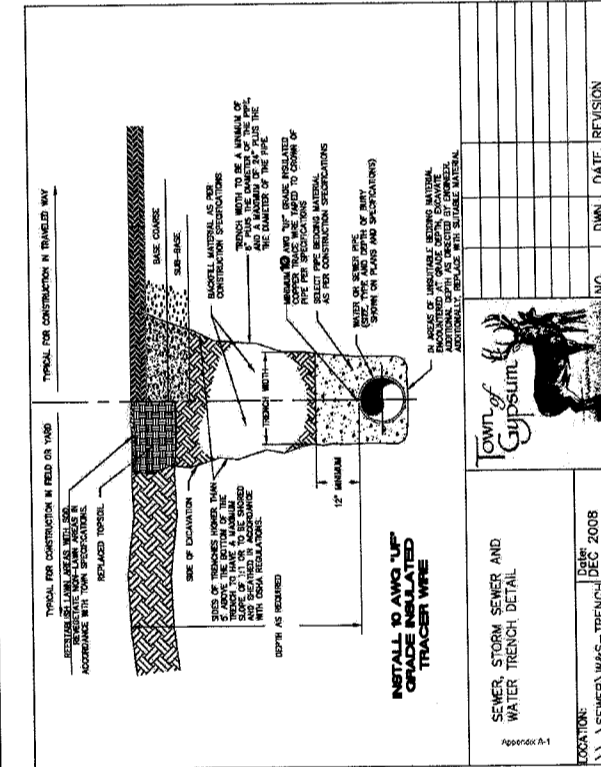
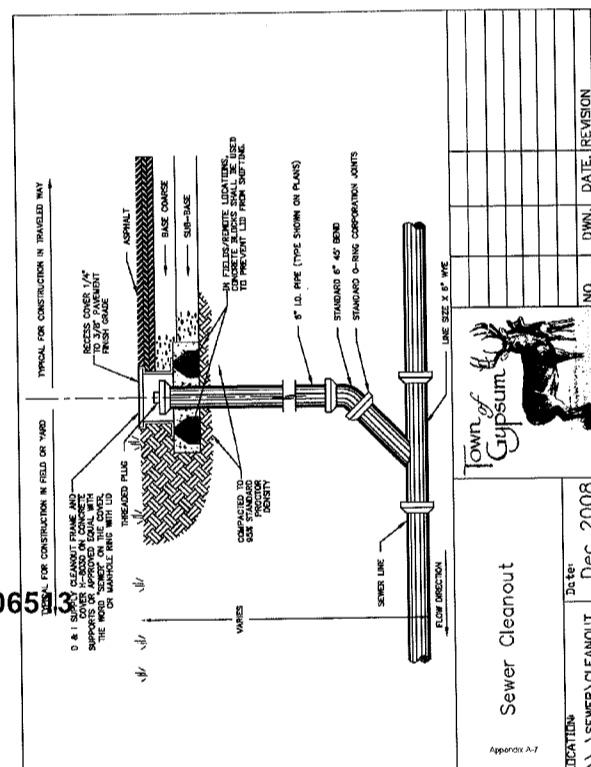
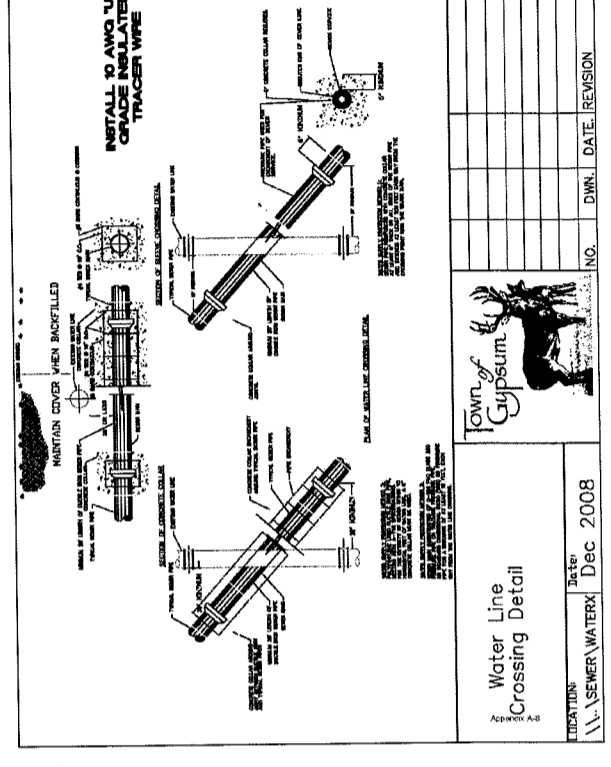
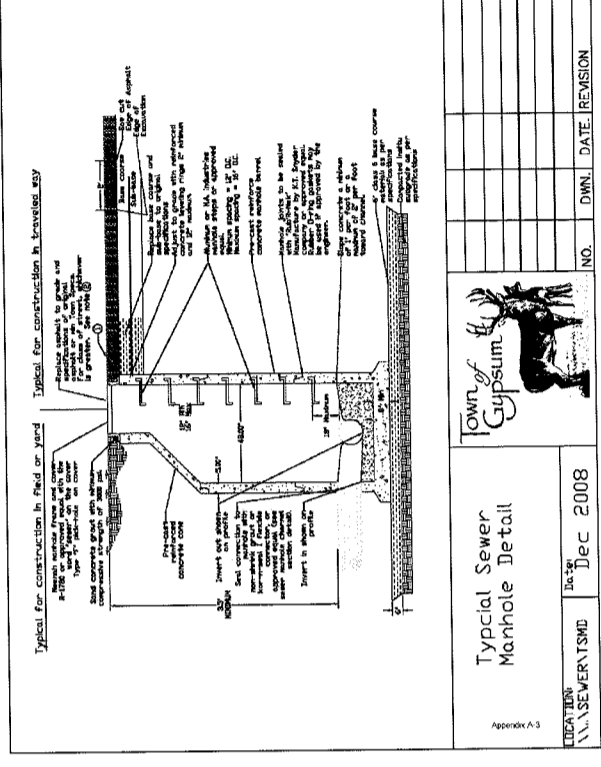
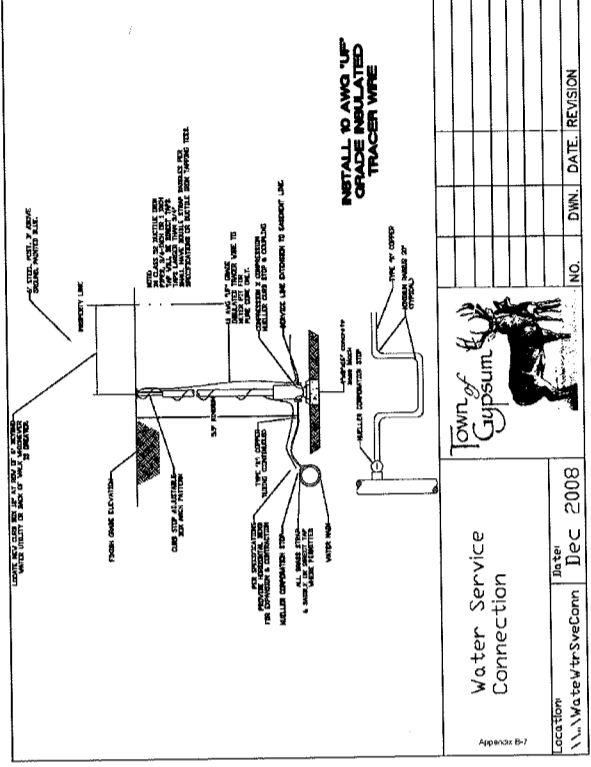
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	<input type="checkbox"/> Dark	<input type="checkbox"/> Old
	<input type="checkbox"/> Other:	<input type="checkbox"/> 101
Lamp Type:	<input type="checkbox"/> Mercury Vapor	
	<input type="checkbox"/> Metal Halide	
	<input type="checkbox"/> HPS	
	<input type="checkbox"/> Fluorescent	
	<input type="checkbox"/> Incandescent	
Socket:	<input type="checkbox"/> Medium Base	
	<input type="checkbox"/> Mogul Base	
	<input type="checkbox"/> CFL (Fluorescent)	
	<input type="checkbox"/> LED Board	
Ballast Wattage:	<input type="checkbox"/> 35	<input type="checkbox"/> 150
	<input type="checkbox"/> 50	<input type="checkbox"/> 200
	<input type="checkbox"/> 70	<input type="checkbox"/> 250
	<input type="checkbox"/> 75	<input type="checkbox"/> 400
	<input type="checkbox"/> 100	<input type="checkbox"/> Other
35W LED Driver:	<input type="checkbox"/> 120	<input type="checkbox"/> 120/277
	<input type="checkbox"/> 208	<input type="checkbox"/> 347
	<input type="checkbox"/> 240	<input type="checkbox"/> 480
	<input type="checkbox"/> 277	<input type="checkbox"/> Multi-Tap
Other:		
Distribution:	<input type="checkbox"/> Delta	
	<input type="checkbox"/> III	
	<input type="checkbox"/> IV	
	<input type="checkbox"/> Other:	
Lens:	<input type="checkbox"/> Glass	<input checked="" type="checkbox"/> Acrylic
	<input type="checkbox"/> Polycarbonate	
	<input type="checkbox"/> Other:	
Clear:	<input checked="" type="checkbox"/> Frosted	
Other:		

202306513



DESIGNED	MM, TSL	DATE	02/20/2023
DRAWN	TSL	CHECKED	MW
JOB NO.	XXX	DATE	02/20/2023
SHEET C6.2			

CONTRACTOR TO OBTAIN TOWN OF GYPSUM PERMITS PRIOR TO CONSTRUCTION FOR STANDARDS AND SPECIFICATIONS



20230653



**EXHIBIT C  
FINAL PLAT**







**EXHIBIT D**  
**COST ESTIMATE OF REQUIRED IMPROVEMENTS**

**Buckhorn Valley Phase 7a- 20 home sites- Letter of Credit**

May 11, 2023

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
<b>Phase 7- 20 Lots</b>					
<b>MISCELLANEOUS</b>					
1	Mobilization	LS	1	\$ 20,000.00	\$ 20,000.00
2	Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00
3	Construction Surveying & asbuilts	LS	1	\$ 3,000.00	\$ 3,000.00
4	Geotechnical Testing	LS	1	\$ 3,000.00	\$ 3,000.00
5	Clearing and Grubbing	LS	1	\$ 2,000.00	\$ 2,000.00
6	Blank				
<b>TOTAL MISC.</b>					<b>\$ 30,000.00</b>
<b>EARTHWORKS</b>					
7	Topsail Remove and Stockpile (6")	CY	655	\$ 6.00	\$ 3,930.00
8	Topsail Replace (6" in landscape areas)	CY	35	\$ 9.00	\$ 315.00
9	Excavation	CY	611	\$ 7.00	\$ 4,277.00
10	Embankment	CY	155	\$ 12.00	\$ 1,860.00
11	Export to stockpile	CY	456	\$ 5.00	\$ 2,280.00
12	Subgrade Preparation roads/ walks	SY	2,846	\$ 3.00	\$ 8,538.00
13	Construct 2' high berm	LF	91	\$ 12.00	\$ 1,092.00
14	Construct drainage swale	LF	600	\$ 12.00	\$ 7,200.00
<b>TOTAL EARTHWORKS</b>					<b>\$ 29,492.00</b>
<b>SITE (692 lf feet road + cul)</b>					
15	Asphalt (4')	TN	451	\$ 150.00	\$ 67,650.00
16	Basecourse (6") road, curb, sidewalk	TN	1316	\$ 40.00	\$ 52,640.00
17	Concrete curb and gutter	LF	1385	\$ 32.00	\$ 44,320.00
18	Concrete sidewalk (4' wide)	LF	1385	\$ 44.00	\$ 60,940.00
19	Concrete curb and gutter prep	LF	1385	\$ 3.00	\$ 4,155.00
20	Concrete sidewalk (4' wide) Prep	LF	1385	\$ 3.00	\$ 4,155.00
21	Streetlight	EA	3	\$ 10,000.00	\$ 30,000.00
<b>TOTAL SITE</b>					<b>\$ 263,860.00</b>
<b>UTILITY</b>					
<b>Sewer</b>					
22	Connect to existing sewer main, and end clean-out	EA	2	\$ 500.00	\$ 1,000.00
23	8" SDR 35 Sewer Main	LF	672	\$ 90.00	\$ 60,480.00
24	Sewer Video & Testing	LF	684	\$ 3.00	\$ 2,052.00
25	4' Diameter Sewer Manhole	EA	3	\$ 5,200.00	\$ 15,600.00
26	4" PVC Sewer Service	LF	673	\$ 67.00	\$ 45,091.00
<b>Water</b>					
27	Connect to existing water main	EA	1	\$ 2,900.00	\$ 2,900.00
28	8" DIP Water Main	LF	675	\$ 98.00	\$ 66,150.00
29	8" Bend	EA	3	\$ 900.00	\$ 2,700.00
30	Temporary Blowoff	EA	1	\$ 1,200.00	\$ 1,200.00
31	8" Cap	EA	1	\$ 500.00	\$ 500.00
32	Fire Hydrant Assembly	EA	2	\$ 8,400.00	\$ 16,800.00
33	8" DIP Water Main	LF	32	\$ 67.00	\$ 2,144.00
34	6" Gate Valve	EA	2	\$ 2,100.00	\$ 4,200.00
35	8" x 6" Tee	EA	2	\$ 650.00	\$ 1,300.00
36	PureCore Water Service	LF	615	\$ 54.00	\$ 33,210.00
37	Irrigation Main, 8" HDPE	LF	806	\$ 50.00	\$ 40,300.00
38	Irrigation 8" Gate Valve	EA	2	\$ 2,900.00	\$ 5,800.00
39	Irrigation 2" Service (for 2 lots)	EA	11	\$ 1,020.00	\$ 11,220.00
<b>TOTAL UTILITY</b>					<b>\$ 312,647.00</b>
<b>STORM</b>					
40	Type C Inlet	EA	1	\$ 4,500.00	\$ 4,500.00
<b>TOTAL UTILITY</b>					<b>\$ 4,500.00</b>
<b>SHALLOW UTILITIES</b>					
41	Trenching (Elec. & Comm)- Joint Mains	LF	780	\$ 13.00	\$ 10,140.00
42	Trenching (Elec. & Comm)- Add'l for Joint Services	LF	649	\$ 13.00	\$ 8,437.00
43	Electric Transformer Vault	EA	4	\$ 750.00	\$ 3,000.00
43A	Holy Cross Trench Agreement deposit	LS	1	\$ 264,000.00	\$ 264,000.00
44	2" Conduit Comm. Main, 2" for Lumen	LF	1,560	\$ 6.00	\$ 9,360.00
45	2" Conduit Elec. Primary Conduit	LF	1,560	\$ 6.00	\$ 9,360.00
46	2" Conduit Communication (comcast/ century)	LF	1,590	\$ 6.00	\$ 9,540.00
47	2" Conduit Elec. Service	LF	1,353	\$ 6.00	\$ 8,118.00
48	4' PE Gas Main Trench	LF	1,376	\$ 10.00	\$ 13,760.00
49	PE Gas Service Trench	LF	296	\$ 10.00	\$ 2,960.00
49A	Black Hills deposit, per Paul Ficklin	LS	1	\$ 20,367.80	\$ 20,367.80
<b>TOTAL SHALLOW UTILITY</b>					<b>\$ 359,042.80</b>
<b>SEDIMENT CONTROL</b>					
50	Tracking Pad	EA	1	\$ 1,500.00	\$ 1,500.00
51	Inlet Protection (beaver dam)	EA	2	\$ 500.00	\$ 1,000.00
52	Curb Sock	EA	4	\$ 100.00	\$ 400.00
53	Erosion Log (perimeter)	LF	231	\$ 3.00	\$ 693.00
54	Erosion Log (ditch)	EA	5	\$ 150.00	\$ 750.00
55	Concrete Washout	EA	1	\$ 500.00	\$ 500.00
56	Revegetation	LS	1	\$ 4,000.00	\$ 4,000.00
<b>TOTAL SEDIMENT CONTROL</b>					<b>\$ 8,843.00</b>
<b>GRAND TOTAL</b>					<b>\$ 1,008,384.80</b>
10% Contingency then 10% Security					\$ 211,760.81
<b>GRAND TOTAL + Contingency</b>					<b>\$ 1,220,145.61</b>
Overages: 10% compaction of embankment, 10% asphalt, 10% base course. This takeoff does not include engineering, tap fees, Construction Admin., Permit Fees, Town Fees, private irrigation, off-site utility upgrades, or other off-site improvements. The actual cost may vary significantly based upon final design, hauling and disposal of excess materials, amount of unsuitable material encountered, the cost and availability of labor, equipment, material and market conditions. Holy Cross Energy materials and labor are added -not included. Blackhills Energy materials and labor are added. -not included. Redline May 11, 2023 by JCL					

\$10,000 paid, so balance = \$264,000

4" Sched 40 was costing \$9/LF recently. Lumen said 2

\$284,367.80

H/C & B/H Energy Deposits

Excludes Holy Cross & Black Hills Energy Deposits, if pre-paid

\$724,017.00

\$152,043.57

\$876,060.57

Includes Holy Cross & Black Hills Energy Deposits

**EXHIBIT E**  
**WILL SERVE LETTER FROM BUKCHORN**  
**VALLEY METRO DISTRICT NO. 1**

March 14, 2023  
Lana Bryce  
Community Development Director  
Town of Gypsum  
0050 Lundgren Blvd.  
Gypsum, CO 81637

Re: Irrigation Water For Phase 7, Buckhorn Valley PUD  
Extension of Blackhawk Dr. for 20 Lots

Dear Lana,

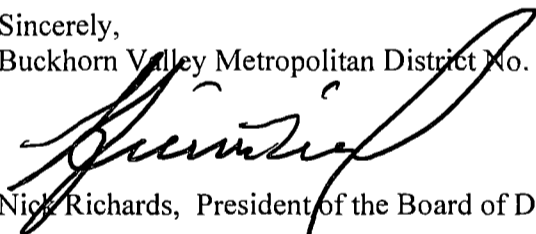
Buckhorn Valley Metropolitan District No.1 (the "District") will provide irrigation water to the 20 SF lots to be developed for Phase 7, Buckhorn Valley PUD.

As reported to you and the Town Council in 2021, the District has both the water supply and the distribution system and the operational capability to provide water to this addition without impact to existing residential landscapes. Nothing has changed with respect to service capacity since that report. We have allowed 5,000 SF of turfgrass spray irrigation per lot, or 100,000 SF total for this phase (also:  $100,000 \text{ SF} \times 2.45 \text{ ft per season} = 5.62 \text{ Ac-ft per season.}$ )

Pursuant to District policy, the developer will install the on-site HDPE distribution mains on the back lot lines at the locations and to the diameter specified by District and connect to District mains. The District will inspect and require pressure testing before acceptance for maintenance by District.

Current District policy does not provide for any main extension fee, tap fee, or inspection fees for new development.

Sincerely,  
Buckhorn Valley Metropolitan District No. 1



Nick Richards, President of the Board of Directors