AGENDA

ASPEN PLANNING & ZONING COMMISSION

August 3, 2021

4:30 PM, WebEx Virtual Meeting (See agenda packet for instructions to join the meeting)

CITY OF ASPEN

I.WEBEX MEETING INSTRUCTIONS

TO JOIN ONLINE:
Go to www.webex.com and click on "Join" in the top right corner
Enter Meeting Number: 182 984 5568
Enter Password: 81611
Click "Join Meeting"

-- OR --

JOIN BY PHONE
Call: 1-408-418-9388
Enter Meeting Number: 182 984 5568
Enter Password: 81611

II.ROLL CALL

III.COMMENTS

IV.MINUTES

IV.A. DRAFT Meeting Minutes for June 1, 2021
minutes.apz.20210601.pdf

IV.B. DRAFT Meeting Minutes for June 15, 2021
minutes.apz.20210615.pdf

V.DECLARATION OF CONFLICT OF INTEREST

VI.PUBLIC HEARINGS

VI.A. 501 West Hopkins Avenue | Major Subdivision, Vehicular Rights-of-Way | Amendments to the Land Use Code & Zoning Map | Planned Development Review-Project Review | Growth Management Quota System Review

Memo to P&Z_Pride of Aspen_Project Review.docx
P&Z Resolution X_Series of 2021_501 West Hopkins_Pride of Aspen_Land Exchange.docx

Exhibit A.1_Major Subdivision_Vehicular ROW.docx
Exhibit A.2_Amendments to the Land Use Code & Official Zone District Map.docx
Exhibit A.3_Planned Development-Project Review.docx
Exhibit A.4_Growth Management Review Criteria_Staff Findings.docx
Exhibit B_Pride of Aspen Land Exchange Application.pdf

VI.B. 501 West Hopkins Avenue: Planned Development- Detailed Review
Memo_Detailed Review.docx
P&Z Resolution X_Series of 2021_Detailed Review.docx
Exhibit A_Detailed Review_Staff Findings.docx
Exhibit B_Pride of Aspen Land Exchange Application.pdf

VII.OTHER BUSINESS

VIII.BOARD REPORTS

IX.ADJOURN

Typical Proceeding Format for All Public Hearings

1) Conflicts of Interest (handled at beginning of agenda)
2) Provide proof of legal notice (affidavit of notice for PH)
3) Staff presentation
4) Board questions and clarifications of staff
5) Applicant presentation
6) Board questions and clarifications of applicant
7) Public comments
8) Board questions and clarifications relating to public comments
9) Close public comment portion of bearing
10) Staff rebuttal/clarification of evidence presented by applicant and public comment
11) Applicant rebuttal/clarification

End of fact finding.
Deliberation by the commission commences.
No further interaction between commission and staff, applicant or public

12) Chairperson identified the issues to be discussed among commissioners.
13) Discussion between commissioners*
14) Motion*

*Make sure the discussion and motion includes what criteria are met or not met.

Revised January 8, 2021

Chairperson McKnight called the regular meeting to order at 4:30 PM.

Commissioners in attendance: Brittanie Rockhill, Scott Marcoux, Teraissa McGovern, Ruth Carver, Sam Rose, and Spencer McKnight.

Commissioners not in attendance:

Staff in Attendance:
Amy Simon, Planning Director
Michele Bonfils Thibeault, Project Manager
Kate Johnson, Assistant City Attorney
Cindy Klob, Records Manager

COMMISSIONER COMMENTS

Mr. Rose asked if the board will be meeting in person at some point since City Council is meeting in person. Mr. McKnight responded he is planning to discuss it with the City Clerk. The meeting space has challenges including space and technology. Ms. Simon stated City Council is meeting using a hybrid option with WebEx starting today. This meeting option will be tested out first before other boards make decisions about meeting formats. Council chambers is the only meeting room set up for a hybrid format and since P&Z meets on the same night as council, there would be a challenge for P&Z to have a hybrid meeting. Mr. Rose thinks it would be helpful to meet in person, but he also doesn't mind the WebEx format. Ms. Carver thinks while things may be missed by not meeting in person, she also believes the meeting room is extremely small, so she is neutral. Mr. Marcoux believes the WebEx format would be good for at least another month. Ms. McGovern stated because of the space challenges and lack of ventilation in the meeting room, she doesn't think the board is ready for in person meetings. Mr. McKnight would like to meet in person but would like to wait and see.

STAFF COMMENTS

None

PUBLIC COMMENTS

None

APPROVAL OF MINUTES

DRAFT April 20, 2021 Minutes - Ms. McGovern motioned to approve the minutes and was seconded by Mr. Marcoux. Mr. McKnight requested a roll call: Ms. Rockhill, yes; Ms. Carver, yes; Mr. Rose, yes; Mr. Marcoux, yes; Mr. McKnight, yes; Ms. McGovern, yes; for a total of six (6) in favor – zero (0) not in favor. The motion passed.

DECLARATION OF CONFLICT OF INTEREST

None

PUBLIC HEARINGS

Mr. McKnight asked if proper notice was made for both hearings. Ms. Johnson replied sufficient notice was provided for both hearings.

1050 Waters Ave - #13, Special Review – Stream Margin Review Standard Variance

Mr. McKnight opened the hearing and turned the floor over to staff for a high-level review. Ms. Bonfils Thibeault asked that the applicant present first and then she will provide staff's findings.

Mr. McKnight then turned the floor over to the applicant.

Mr. Bendon, Bendon Adams, stated much of his presentation will cover both units #13 and #15. Mr. Bendon stated he would make his presentation and ask the commission to accept the testimony presented for both units. He stated the applicant for unit #13, Ms. Ivette and Mr. Andrew Rothschild, is asking P&Z to recognize an existing condition they believe has been in place for approximately 50 years, supported by the owners and renters within the building and has home owners association (HOA) approval.

Mr. Bendon displayed a map and indicated the location of the property. He displayed a couple of additional maps showing the proximity of the rear of the property to the Roaring Fork River. He also pointed out the location of the Geary's A-frame home located near the two applicant properties.

He then displayed a site survey of the existing conditions of the properties. He pointed out the location of the two decks. He stated there was another survey in the packet from 2019 which shows the current decks as well. He also noted where he had added the other decks on two other stacked units and the other end of the same building. He stated there are decks on units above #13 and #15 which are smaller in size than the ground-level decks. He also pointed out the high-water FEMA line for the river.

Mr. Bendon then displayed a photo of the two decks. He stated there was a permit to change out some windows on #13 and some recladding resulting in an enforcement letter. He then displayed close-in pictures of the decks of both units. He pointed out the modified areas including the recladded areas, an addition of stairs down to the river level, replacement of one of the support posts, rebuilt separating walls and a new pergola structure under the deck. On #15, he noted the existing conditions of the deck with the vintage look and feel.

Mr. Bendon stated they originally submitted a request for a stream margin exemption after discussing the matters with City Staff as a replacement of existing conditions. They agreed and acknowledged the stairs added were new and did not have a stream margin approval and were to be removed. He added they had agreed everything else would be seen as a replacement and refurbishment of existing conditions. He stated Staff later came back and asked for proof of the original construction for both units.

Mr. Bendon stated they searched for as much proof as possible. He displayed four aerial photos from the early 1070's of the property. He stated the documentation in the original permits is a little sparce. He stated photos of the area from Pitkin County and the City only show a blob where the decks would be located.

Mr. Bendon state they next reviewed the files on the properties. He displayed documents related to a couple of permits and stated the two buildings were originally built under two permits in 1970. The certificates of occupancy (COs) were issued in 1971 for the building not on the river and 1972 for the building along the river. The site plans with the permit do not show the decks. He stated at the time there were no limitation on decks other than setbacks and basic zoning.

He displayed a public comment excerpt from the July 20, 1971 minutes showing the stream margin regulations were effective on April 20, 1971 and owner of the property obtained his building permit on March 9, 2021.

He displayed a portion of a condo plat filed in 1971 showing the decks are all the same size at 4.33' x 15'.

Next, he stated they looked at the wood of the decks. On #13, the wood for the stairs going down to the river is clearly new. He stated the support structure under the deck is obviously vintage with one unpainted 4" x 4" post that appears to have been replaced. He asked a structural engineer to date place the support structure who stated the support posts were skinny and there is no cross bracing.

Mr. Bendon stated they tried to piece together the history of the deck with a series of affidavits. One is from Mr. Rothschild, the applicant, who provided a couple of photos of the deck which were displayed. One picture was a marketing photo used in 2018 when he purchased #13. A second photo showed the current deck. Mr. Bendon pointed out the deck was the same dimension and the end wall was a different style. Mr. Rothschild stated when they purchased unit #13 there was no standing enforcement matter from the City or anything indicating the City had an issue with the deck. Mr. Rothschild also stated in his affidavit the deck of unit #13 was approximately 10' x 15' when they purchased unit #16 in 2006. The affidavit also states the previous three owners (2006-2018) did not make any changes to the deck other than normal maintenance.

Mr. Bendon stated Mr. Danny Sullivan, #10, has lived in the building for 25 years and attests there has been no expansion of either deck during the past 25 years (approximately 1996).

Mr. Bendon added Mr. Mark Tye, #15, stated he was aware the deck on #15 as of late 1996- early 1997 and it is the same size and color and with the same features. Mr. Tye moved in #15 in 1999.

Mr. Bendon then displayed an appraisal done in 1999 by Peak Appraisal for #15. The deck is described as 12' by 14'. Ms. Susan Ebert confirmed her appraisal as accurate and provided pictures taken during this time. Ms. Ebert stated it is her observation that no changes or extensions have been made to the deck on #15 since June 1999.

Mr. Bendon stated Mr. Sullivan was in the neighborhood during the construction of the buildings and he stated he was a few blocks away. He is in support to grandfather in the decks as is.

Mr. Bendon stated the Geary family owns an A-frame home located in sight of the decks. Mr. William "Scott" Geary's affidavit states their home was built in 1967 and as a young man he remembers the townhomes by the river being built with decks. He has spent a lot of time in Aspen over the past 38 years and remembers those decks always being larger.

Mr. Bendon stated they also looked at other documents in the permit file to provide indirect information about the decks. He stated there was an interior refit permit for #16 in 2007 with a site elevation of the deck in its current context. The plan was signed off by City Zoning and City Code Compliance personnel. From those signoffs, Mr. Bendon believes the City has been in a position for the last 50 years to note an issue with deck and they have not done so. Mr. Bendon stated there are no red tags on file or any evidence the City questioned the decks.

Mr. Bendon looked for other examples of a similar situation and he identified one example on 1028 E. Hopkins Ave. He provided a summary of the location of this property and situation. The property owner rebuilt the deck without a permit. It was red flagged, and the owner had to apply for a stream margin review. Mr. Bendon stated the City planning Staff recommended approval for the deck to be reconstructed exactly where the previous deck was located.

Mr. Bendon stated they asked the owners of other units in the building about the decks. Mr. Mark Uhlfelder, HOA President and owner of units #11 & #14, responded he has no objection to the Rothchild's non-conforming deck. Mr. Bendon stated the HOA has approved the decks. The following neighbors responded they are support of the application.

- Mr. Beatty and Ms. Haveman, owners of unit #11
- Ms. Bronowski and Mr. Lee, owners of unit #12
- Mr. Parr, renter of unit #14

Mr. Bendon displayed floor area plans and stated they also examined if the floor area of the units would support the size of the decks. He displayed a matrix showing the calculations. They calculated about 4,100 SF of allowable deck area and the deck area for both buildings totaled 1,739.3 SF based on 16,467.85 SF of net floor area.

Mr. Bendon summarized his presentation and stated to not allow the decks would cause significant harm to the property owners who purchased on the reliance of any kind of lack of enforcement for the last 50 years based on the City's records, it would probably cause a lot more disruption to the river area than just letting it be, and everyone affected by this is in support of it.

Mr. Andy Rothschild, owner of #13, thanks the commission for reviewing the application. He stated they purchased unit #16 upon retirement. He stated the deck had deteriorated, so they repaired the supports and surface along with replacing the bench which was unsafe. Their intent was to improve their home. He reiterated their neighbors are in support of the improvements. He asked the commission to approve the exemption.

Mr. McKnight asked if the commissioners had questions of the applicant.

Mr. Marcoux asked if the structural engineer stated the support structure was safe or not and was a soil report conducted. Mr. Bendon is not aware of a soil report and stated he only had a conversation with the engineer regarding the size of the posts. The viability of the deck was not discussed.

Ms. McGovern asked which unit the remodel plans were for that was displayed. Mr. Bendon replied the plans for unit #16. Ms. McGovern feels that it was out of purview regarding what P&Z is being asked to review. Mr. Bendon said he brought it up because it was information that was provided to the City. She felt it was out of scope because the information did not pertain to the unit in the permit, so it's not certain City Staff would have inspected or made a determination of the information since it was about a different unit.

Ms. Carver stated she is not familiar with Mr. Uhlfelder. Mr. Bendon replied Mr. Harry Uhlfelder was the original builder of the project. He believes Mr. Mark Uhlfelder who owns units in the building is the son of the builder.

Ms. Carver asked to confirm the date the stream margin review was developed. Mr. Bendon believed it was April 1971. He added the building was built under the previous code.

Mr. McKnight then turned the floor over to Staff.

Ms. Bonfils Thibeault provided a map showing the location of the two units as well as the stream margin review boundary. She displayed a site plan and pointed out the high-water line, the location and existing size of the decks for each unit and the approved deck sizes on record. She added the entire building is a non-conformity as it was built before stream margin regulations were in place.

She then displayed a map showing the relationship between the river and the building. An overlay of the map showed a part of the building in the 100-year flood plain.

Ms. Bonfils Thibeault next discussed the intent of the Stream Margin review noting the intent is not to protect anyone's view, but to reduce and prevent property loss and to preserve and protect the watercourses. She displayed a site view from the City's GIS system which showed a permitted sized deck and the deck for unit #13. She reviewed the criteria for the review. She noted almost the entire building is in the top of slope so no additional development can occur on the building without impeding the top of slope and the setback.

Ms. Bonfils Thibeault described Staff's response to each of the criteria, finding none of the criteria met except for the lighting which may be found to be compliant if a lighting plan were to be submitted and confirmed with a building permit. She stated a reason for this application is that unit #13 did receive a building permit for some windows and it was later discovered the scope of work exceeded the permit. She displayed a timeframe of the occurrences related to unit #13. A stop work order was issued triggering the need for the application.

She closed stating Staff recommends denial of the Special Review, Stream Margin Review request for Unit #13.

Mr. McKnight asked if there were any questions for staff.

Mr. Rose wondered about the economically and unfriendly costs to remove what has been done. Ms. Bonfils Thibeault responded Staff is requiring a building permit to remove the stairs and concrete landing so the impacts for removing it can be managed. Mr. Rose feels the stairs are the biggest issue for him and the other things just don't seem to be a big deal. He asked if this was an all or none situation. Ms. Bonfils Thibeault stated P&Z has the capability to make an approval with conditions that would require the removal of the stairs and pad or whatever else they deem appropriate.

Ms. Rockhill asked as part of the permit to remove the stairs and pad, is there a requirement to add vegetation. Ms. Bonfils Thibeault stated it would be included in the permit but could also be included in the resolution if desired.

Mr. McKnight opened for public comment. Seeing none, he closed public comment.

Mr. McKnight informed Mr. Bendon he could now respond to staff's presentation at this time.

Mr. Bendon said he had three points to make. He stated the first was Staff's review treated this situation like new construction which it is not. He added based on the information and affidavits provided and these decks have been there for a long time, likely from day one. His second point was the removal of these improvements would be pretty extreme with a highly disproportionate impact on the owner and much more impact on the river. His third point was that from the beginning the applicant recognized the stairs were new and had agreed to remove them since they could not be approved through a stream margin review. He added the applicant would be happy to restore vegetation upon the removal of the stairs.

Mr. McKnight opened for commissioner discussion.

Mr. Rose stated he is comfortable with keeping everything except the stairs. Based on what he heard, the decks have been there for some time and the neighbors approve of the decks remaining. The one public comment that did not approve suggested it was a slippery slope to approve projects that didn't have permits, but he doesn't see this setting a precedent and sees it as an isolated case. He believes the decks should remain as is.

Mr. Marcoux agrees with Mr. Rose. He feels the applicant should pay the red tag penalty fees and future permit fees and everything should be documented. He would like to a structural stamp to bring the decks current, but it may be irrelevant.

Ms. McGovern believes P&Z has some very specific review criteria for basing their opinions of the application and should not be using gut feelings if a commissioner likes it or not. Based on the plats with

decks measuring 4 FT by 10 FT with existing conditions showing they don't match regardless of when they were built and no building permits or approvals for a larger the 4.33 FT by 10 FT deck, she does not feel she has enough information to approve the application. She acknowledged the neighbors' comments support the existing conditions, but they didn't address any of the stream margin review criteria in any way. She is not in support of allowing the decks to remain larger than the other decks which she believes are 4.33 FT by 10 FT. She also feels there will also be an environmental impact if the decks remain as they exist for the next however, many years and having finishes wash off in the river and other impacts with a deck remaining in the stream margin. She doesn't feel there is enough evidence to make the call.

Mr. McKnight agreed with Ms. McGovern regarding the lack of information and he asked Ms. Johnson for rules to be followed in this case.

Ms. Johnson stated the criterion is set forth in the land use code in Chapter 26.435.040 and the applicant is requesting a variance. She continued stating as part of your criteria in granting a variance, the commission is required to look at and determine if the proposed development meets the stream margin review standards. Staff has pointed out the criteria and recommended denial. Unfortunately, the decks were built and the documentation on record does not indicate they were approved at the size as they currently exist. She acknowledged the commission is left to review the documents provided, including the affidavits, and make a determination when the decks were built. If the decks were built prior to the stream margin review, it would probably be a nonconformity. And if so, a nonconforming use cannot be expanded. These are some of the considerations, but the commission's findings should relate to the criteria provided by Staff. In regard to the other example provided, she added the commission may consider them but is not required or bound by decisions made commissions in the past.

Mr. McKnight stated he has questions regarding the basic fairness including who is responsible for this situation. Ms. Johnson encouraged them to form decisions relating to the stream margin review criteria. She added someone can't build something and then later ask for forgiveness to circumvent the City's code. In regard to an idea of fairness, that would need to be questioned by a court of law and is outside the commission's purview.

Mr. McKnight noted based on the criteria, the entire building is nonconforming.

Ms. McGovern found the plat is the only actual documentation referencing the decks which is recorded, and it shows all the decks are essentially the same size. She stated at some point in time, the two decks were enlarged without a building permit and without an amended plat. Based on this document, she would be fine if the decks were brought back into the size as documented on the plat. She doesn't feel the code allows for any increase to a nonconformity.

Mr. McKnight agreed with Ms. McGovern but wonders how this actually happened.

Ms. Carver stated she agrees with Ms. McGovern and feels it's an opportunity to make things right. She has seen this situation before and without permits, there are potential impacts to the river and property. She does not support approving the application.

Ms. Rockhill stated this is hard for her because the stream margin review criteria did not exist when the building was built and it's unknown if the decks were built at the same time. She thinks penalizing someone in 2021 seems unreasonable. She is still considering her decision.

Mr. Rose stated he believes in ex post facto and is leaning toward approving it and getting rid of the stairs.

Mr. Marcoux agrees with Mr. Rose.

Ms. Carver asked if Mr. Geary is the basis for establishing the decks have always been as large as they are currently, how old was he when he first knew of this and was he a part-time or full-time resident. She doesn't feel his account establishes when the decks were built at their current size.

Ms. Rockhill stated she is more in line with Mr. Rose and Mr. Marcoux. When she looks at the criteria, the whole building does not meet the criteria. She would be in favor of getting rid of the stair and pad as well as some vegetation restoration to address erosion.

Ms. Bonfils Thibeault wanted to clarify there needs to be two distinct decisions for units #13 and #15 and currently only unit #13 is being discussed.

Mr. Bendon commented he finds Mr. Geary's affidavit credible. They are second homeowners, but they have been in and out from Denver for quite some time and participants in the community. He also wanted to point out the 1970 building permit image was a square on a square with no details such as parking spaces, vegetation, sidewalks or curbs. He stated the role of P&Z is to follow the criteria but also to figure out what is fair and equitable to all concerned that makes sense given the situation.

Ms. Carver asked if this is approved, would the decks need to be brought up to today's code. Mr. Bendon remarked the applicant would have any issue with a structural review by the Building Department and a report completed for the deck.

Ms. Simon noted it seems the board is currently split which would be no action. She wanted to point out the pergola, side screen walls and stairs are work from last year that violate the current code. She understands the footprint of the deck is less documented.

Ms. Johnson noted a split decision will be no action and the application will remain active. She reviewed the options the board which include further discussion or a request for a continuance to obtain additional information.

Mr. McKnight and Ms. McGovern both do not feel there is enough information to support granting an approval based on the criterion. Ms. McGovern is not comfortable relying on people's memory.

Mr. Marcoux stated he only wants to approve for these two decks on the property.

Mr. McKnight asked if there was any more documentation available. Ms. Bonfils Thibeault responded the City has located all the available information and it's sparse.

Mr. Bendon offered to conduct a site visit if that would help. He is not sure there would be any more information available.

Ms. Rockhill offered to share photos from the MLS of the deck from 2008. Ms. Johnson cautioned her that staff and the applicant have not had a chance to view the photos prior to the hearing and it's not really evidence presented during presentation portion of the hearing. Without the consent of staff and the applicant, she is cautious about allowing it to be part of the record.

Ms. Carver doesn't see how pictures of the deck would relate to approving the variance. Mr. McKnight thought it may help with the timing, but it isn't anything to be discussed at this point.

Mr. Rose stated the two units appear to be adjacent and guessed their location with more land suggests why they have a larger deck.

Ms. Johnson suggested a continuance to allow the City or the applicant time to locate additional information and to allow the City to locate a new member for one of the open seats for the commission. She suggested a motion to approve or deny with a formal vote and then decide the next action to consider.

Ms. McGovern motioned to deny the variance request for 1050 Waters, unit #13. Ms. Carver seconded the motion. Mr. McKnight requested a roll call: Mr. Rose, no; Mr. Marcoux, no; Ms. Rockhill, no; Ms. Carver, yes; Mr. McKnight, yes; Ms. McGovern, yes; for a total of three (3) in favor – three (3) not in favor for a tie vote. The motion did not pass.

Mr. McKnight suggested continuing the hearing. Ms. Johnson noted it would be a continued hearing so additional information could be provided by staff or the applicant. Ms. Simon stated the next available date is July 6th and it is also be the first available time to appoint a new P&Z member.

Ms. McGovern motioned to continue the hearing to July 6, 2020. Mr. Rose seconded the motion. Mr. McKnight requested a roll call: Ms. Carver, yes; Mr. Marcoux, no; Ms. Rockhill, yes; Mr. Rose, yes; Mr. McKnight, yes; Ms. McGovern, yes; for a total of five (5) in favor – one (1) not in favor. The motion passed.

Mr. Bendon noted they may want to request a further continuation if there is still the same six commissioners and no new member on July 6th.

1050 Waters Ave - #15, Special Review – Stream Margin Review Standard Variance

Mr. McKnight opened the hearing.

Mr. Bendon asked to make a brief presentation. He asked to reference the testimony made for unit #13 for this hearing. Mr. McKnight accepted his request.

Mr. Bendon displayed a site map and pointed out unit #15. He described the location and noted the owner has been in the unit since 1997 and owned it since 1999. Mr. Bendon wanted to highlight the condition of the deck which he described as vintage and noted per Mr. Tye's affidavit, stating it has not been updated including the color. He provided additional photos showing the walkway entrance to the deck and a view from above of the deck. Mr. Bendon stated the previous testimony including the affidavits apply to this unit as well. Mr. Bendon then introduced the owner, Mr. Tye.

Mr. Tye stated he could attest the size of his neighbor's deck is the same size to time he moved into his unit. Mr. Tye stated he has an appraisal as proof his deck has been in place for at least 23 years. He also has his affidavit stating the only thing he has done to the deck is to paint it. He added when he purchased the unit, both the listing and appraisal show the deck in place. At that time, it didn't occur to him to check whether it was up to code or not. He also believes the Geary's statement; the appraisal and Mr. Sullivan's statement has a lot of weight. He feels he is in a difficult position to have to tear up a deck he bought in good faith and there doesn't appear to be to be anything other than a plan from the 1970's to go against his 1999 appraisal and an affidavit from the appraiser. He feels it would be a hardship to make him pull the deck out, regrade and revegetate the land. He thanked the commission for their time.

Mr. McKnight asked for questions of the applicant. Seeing none, he turned the floor over to Staff.

Ms. Bonfils Thibeault stated she will not repeat the same information previously provided but stated this deck also meets none of the stream margin review criteria for the same reasons. She stated this deck does not appear to have any changes from its existence and there are no current violations open for it. S

Ms. Johnson asked if it was her intention to ask the commission to take into consideration the comments she previously made in the last hearing. Ms. Bonfils Thibeault confirmed that is her intent.

Ms. Johnson also wanted to be clear some of the public comment was for both units and some were just for this unit.

Mr. McKnight asked if there were questions.

Mr. Rose asked why this one was under review. Ms. Bonfils Thibeault responded as they were researching the deck on unit #13, it became evident the deck on unit #15 was closer to the stream margin than #13. Staff research permits for each deck to determine if the current size was permitted for their current size.

Mr. McKnight opened for public comment.

Mr. Peter Fornell, noted the difficulty in reviewing this application and stated if you were to look at the activities from the past half century across the community, you would be inundated to the point you would become frustrated being a part of what they do. He believes for uses that have been in place for as long as this and haven't been changed or modified in any way should be less on the radar than new applications or newly entered nonconforming uses. He feels this use has been there so long it should be acknowledged and accepted.

Mr. McKnight then closed public comment.

Ms. Bonfils Thibeault noted two emails had been submitted for public comment and provided to the commissioners.

Mr. McKnight opened for commissioner discussion.

Mr. Rose believes these decks were enlarged some time ago. In this case, if the deck was moved back, it would be just moved back further from the river. He does not feel the owner should be required to move his deck.

Ms. McGovern stated her comments are the same for this deck as previously stated. She believes whether the owner deserves to have this deck is not in her purview, but she is evaluating it based on the criterion which she does not believe it meets.

Ms. Carver stated she will stick with her former comments and feels the stream margin is extremely important in this slope to the river.

Mr. McKnight stated in no way does he feel this is fair to the owner but based on criterion he does not see how it leally conforms. He is baffled the commission does not have the latitude to step outside the criterion. He is sticking with his previous comments and vote. Mr. McKnight stated if the commission is again split on their decision, it would be great to get some additional information.

Mr. Marcoux and Ms. Rockhill stated their positions are the same.

Ms. McGovern motioned to deny the variance request for 1050 Waters, unit #15. Ms. Carver seconded the motion. Mr. McKnight requested a roll call: Ms. Rockhill, no; Mr. Marcoux, no; Mr. Rose, no; Ms. Carver, yes; Ms. McGovern, yes; Mr. McKnight, yes; for a total of three (3) in favor – three (3) not in favor for a tie vote. The motion did not pass.

Ms. McGovern motioned to continue the hearing to July 6, 2020. Mr. Marcoux seconded the motion. Mr. McKnight requested a roll call: Ms. Rockhill, yes; Mr. Rose, yes; Ms. Carver, yes; Mr. Marcoux, yes; Ms. McGovern, yes; Mr. McKnight, yes; for a total of six (6) in favor – zero (0) not in favor. The motion passed.

Mr. McKnight thanked staff and the applicant.

OTHER BUSINESS

None

Ms. McGovern motioned to adjourn and was seconded by Mr. Rose. All in favor and the meeting was adjourned at 6:46 pm.

Cindy Klob, Records Manager

DRAFT

Chairperson McKnight called the regular Planning and Zoning (P&Z) meeting to order at 4:30 PM.

Commissioners in attendance: Sam Rose, Scott Marcoux, Teraissa McGovern, and Spencer McKnight. Brittanie Rockhill (4:35 pm) and Ruth Carver (4:31 pm) joined after the opening roll call.

Staff in Attendance:
Amy Simon, Planning Director
Kevin Rayes, Planner
Kate Johnson, Assistant City Attorney
Cindy Klob, Records Manager

COMMISSIONER COMMENTS

Mr. Rose noted he and Ms. Carver were the only candidates interviewing at the latest board interviews with City Council and assumed the meeting continued previously will possibly need to be continued again. Ms. Simon confirmed there are no new P&Z members and she plans to reach out to Mr. Bendon regarding the schedule for the previously continued 1050 Waters Ave hearing.

STAFF COMMENTS

None

PUBLIC COMMENTS

None

APPROVAL OF MINUTES

DRAFT May 4, 2021 and May 18, 2021 Minutes - Ms. McGovern motioned to approve both sets of minutes and was seconded by Ms. Carver. Mr. McKnight requested a roll call: Ms. Rockhill, yes; Ms. Carver, yes; Mr. Rose, yes; Mr. Marcoux, yes; Ms. McGovern, yes; Mr. McKnight, yes; for a total of six (6) in favor – zero (0) not in favor. The motion passed.

DECLARATION OF CONFLICT OF INTEREST

None

PUBLIC HEARINGS

Mr. McKnight asked if proper notice was made for the hearing. Ms. Johnson replied sufficient notice was provided for the hearing.

Lot 11 Callahan Subdivision - Stream Margin Review

Mr. McKnight opened the hearing and turned the floor over to staff for a high-level review. Mr. Rayes stated the hearing is a stream margin review and a special review to establish the top-of-slope on the property. He stated this is a vacant lot with no previous development activity and the applicant wants to obtain clarity on the development rights in regard to its proximity to the Roaring Fork River. No development is proposed at this time.

Mr. McKnight then turned the floor over to the applicant.

Mr. Bendon, Bendon Adams, stated this is an empty lot that has been off and on the market in the past. The location of development has always been a big question mark. He described the location of the property and displayed pictures of the property as viewed from the Crystal Lake Rd and another from standing on the property looking towards the river.

He displayed a property survey and described the location of the river and the 100 FT setback line which follows the contours of the river, but not necessarily a top-of-slope line. A top-of-slope line defining the property bench from the slope leading to the river has not been defined for the lot. He then displayed a survey showing the proposed top-of-slope based on two things. One is the location of the defined Floodway (100-year flow event), Flood Zone AE (100-year event flood plain) and the Flood Zone X (500-year event flood plain) areas. The second being an analysis of the vegetation and soil conditions. He displayed pictures showing the differences between the vegetation and soil conditions on the property terrain. He then displayed pictures of proposed top-of-slope staked out on the property and noted the 15 FT setback and 45-degree progressive height limit would be from this line.

Mr. Bendon stated once the top-of-slope line was defined, he would expect another application for a development to be submitted utilizing the top-of-slope and responding to the criteria related to development.

Mr. McKnight asked if the commissioners had questions of the applicant. Seeing none, he then turned the floor over to Staff.

Mr. Rayes provided background of the property including it is just over one acre in size and located in the moderate density (R-15) zone district. He displayed a map showing relationship of the lot with the river as well as the 100 ft stream margin review area as measured from the river.

Mr. Rayes displayed pictures of the lot showing quite a bit of vegetation from the street and the land sloping towards the back of the lot and the river. He then displayed a survey and described the different flood zones. He pointed out the 100 FT setback line going through the middle of the Special Flood Zone X. He noted the purpose of the 100 FT setback is to set an area triggering a review such as in this case. The review then includes an analysis of the terrain of the specific lot. He stated the proposed line avoids both flood zones and corresponds with the change in terrain and vegetation on the site.

He displayed a set of photos along with a map indicating where the picture was taken. Staff finds the proposed top-of-slope is responsive to the site. As part of the conditions of approval, an official wetlands delineation will be submitted before any development can be approved. If any new information comes to light regarding the flood zones, a review of the top-of-slope will be required. He noted many of the standards are not applicable in this case because there is no proposed development at this time. He pointed out the standard related to the planting of native vegetation. He stated Staff finds the applicable standards to be met.

Mr. Rayes stated based on a site visit with the City Engineering department, the top-of-slope line was adjusted in a couple of places which he pointed out on a map of the property. In conclusion, Staff recommends approval of the Stream Margin Review and Special Review establishing the proposed top-of-slope subject to the conditions listed in the resolution.

Mr. McKnight asked if there were any questions for staff.

Ms. McGovern asked how close a development could be to the river based on the revised top-of-slope. Mr. Rayes stated the line responds to the flood zones. Mr. Bendon stated it would be closest on the western boundary line of the lot which is about 55 FT.

Mr. McKnight opened for public comment.

Mr. John Gerson, a neighbor of the lot, asked where a house would be logically built because he is concerned if he would be properly notified about any development and wants to keep the non-development nature of the area intact.

Mr. McKnight then closed public comment.

Mr. Bendon believes the logical location for a house would closer to the western lot boundary and as close to the river as possible to take advantage of the views. He would expect the garage and utilities to be closer to the road.

Mr. McKnight reiterated a development will require an application as well.

Mr. McKnight opened for commissioner discussion.

Ms. McGovern feels the application meets the criteria and establishes a top-of-slope, so she is comfortable with the resolution with the conditions.

Mr. Marcoux agrees with Ms. McGovern and feels this is a good starting point.

Mr. Rose is for it as well.

Ms. Carver has no problem with this at all.

Ms. Rockhill feels it meets the criteria and is fine with it.

Mr. McKnight agrees with the others.

Ms. McGovern motioned to approve Resolution #8, Series 2021 approving special review for an alternative top of slope determination and the stream margin review for the property on Crystal Lake Rd known as Lot 11 Callahan Subdivision. Mr. Rose seconded the motion. Mr. McKnight requested a roll

call: Ms. Rockhill, yes; Ms. Carver, yes; Mr. Rose, yes; Mr. Marcoux, yes; Ms. McGovern, yes; Mr. McKnight, yes; for a total of six (6) in favor – zero (0) not in favor. The motion passed.

Mr. McKnight thanked staff and the applicant.

OTHER BUSINESS

Discuss In-Person vs. Virtual Meetings

Mr. McKnight reviewed the options to the commission noting there is no hybrid option available for the Sister Cities meeting room.

Mr. Marcoux asked how it would work if there was large meeting with many public members attending the meeting.

Ms. Simon stated the City Attorney is asking the commission to make a decision and stick with it and not change the format back and forth. If the choice is to meet in the Sister Cities room, the commission would be taking a leap in faith because there is no limit on the number of people other than fire code limits. Ms. Simon added there are no really big projects on the immediate agenda.

Ms. Johnson reiterated there are no occupancy or safe distancing restrictions in place at this time.

Ms. Carver is concerned with the large numbers of people in town and the status of people attending the meetings. She has mixed feelings in that the members miss meeting in person but thought perhaps it may be better to stay with WebEx through the summer. She asked if the commission could make a change later instead of now.

Ms. Simon stated they just don't want to switch back and forth. They could meet in person now and then decide later to change back to WebEx.

Ms. Johnson stated doesn't want P&Z to switch back for a particular applicant and their decision should be based on factors beside a particular application. She also noted the City will be moving to a new building later in the year and the space available may be different than the space in the Armory building.

Mr. McKnight stated he doesn't want to make an executive decision if one or two people really feel their health is in danger and want to be respectful of everybody's health.

Mr. Marcoux stated if there is no hurry, perhaps we should wait longer.

Ms. Rockhill stated she is good with either method. She reinforced the idea there is no hurry and she knows the City will be hit with a bunch of people and she will be interacting with a lot of people during the summer. She would not want to bring anything to anyone.

Ms. McGovern agrees with Mr. Marcoux and Ms. Rockhill. She is a bit concerned with the increase in cases in neighboring counties.

Mr. Marcoux feels it should be tabled and discussed again closer to the August 3rd meeting date. Ms. Simon stated it can be discussed again in three weeks. She stated she would add it to the July 6th agenda.

Ms. McGovern motioned to adjourn and was seconded by Ms. Carver. All in favor and the meeting was adjourned at 5:32 pm.

Cindy Klob, Records Manager

DRAFT

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CITY OF ASPEN

MEMORANDUM

TO: Aspen Planning & Zoning Commission

FROM: Kevin Rayes, Planner

THRU: Amy Simon, Planning Director

RE: 501 West Hopkins Avenue: Major Subdivision, Vehicular Rights-of-Way, Amendments to the Land Use Code & Zoning Map, Planned Development Review- Project Review and Growth Management Quota System Review

MEETING DATE: August 3, 2021

Applicant:
R.D. Olson Investments II, LLC

Representative:
Mitch Haas, Haas Land Planning LLC, 420 East Main Street, Suite 220

Location:
501 West Hopkins Avenue, legally described as Lot 1, Boomerang Lot Split, a Planned Community, according to the Plat recorded June 16, 2006, in Plat Book 79 at Page 70, as Reception No. 525370, Pitkin County, Colorado.

Current Zoning:
Medium-Density Residential (R-6)

Summary:
The applicant is requesting a Major Subdivision- Vehicular Rights of Way, to vacate, acquire and merge 4,000 sq. ft. of City-owned property to the benefit of the subject property. The applicant requests to rezone the acquired property from Park (P) to Medium Density Residential (R-6) and to add a Planned Development (PD) overlay to the amended property.

The applicant also requests Growth Management Review for the ability to meet future affordable housing mitigation requirements via fee-in-lieu.

Staff Recommendation:
The requests associated with this application meet all applicable review criteria and comply with the needs of the Engineering and Parks Departments.

For context, this application is part of a proposed land exchange between the applicant and the City of Aspen for purposes of the City and Pitkin County securing a permanent conservation easement for public access and recreation across 19.39 acres of the applicant's adjoining property, commonly known as the Pride of Aspen Mining claim (depicted in Figure 4). Based on referral comments from the Parks Department, the public benefits associated with this land exchange are significant.

Staff recommends *approval* of the application.

Figure 1: Subject property

REQUEST OF THE PLANNING AND ZONING COMMISSION:

The Applicant is requesting the following recommendations of approval from the Planning and Zoning Commission. The recommendation from this hearing will be reviewed by City Council in August and is subject to a public vote in November.

Major Subdivision, Vehicular Rights of Way (Land Use Code Section 26.480.070.b)

To vacate a total of 4,000 sq. ft. of City-owned right-of-way to the benefit of the subject property. The lands proposed for vacation are represented as Parcels A, B & C in Figure 5.

Amendments to the Land Use Code & Official Zone District Map (Land Use Code Section 26.310)

As mentioned above, the applicant requests that the City vacate the surrounding public right-of-way and convey the lands to the benefit of the subject property. The city-owned lands are currently located within the Park (P) zone district and would be acquired by the property located within the R-6 zone district. The applicant requests to rezone the acquired lands to the R-6 zone district.

Planned Development- Project Review (Land Use Code Section 26.445.050)

Upon acquiring and rezoning the City-owned property, the applicant requests to create a Planned Development (PD) overlay on the newly established parcel. Although an application requesting to create a PD is generally associated with a parcel that is at least 27,000 sq. ft., the Community Development Director has determined that adding a PD overlay to the subject property will help facilitate the proposed land exchange, which is considered a significant community goal.

Project Review is intended to establish the allowed dimensions of a property and ensure site planning is compatible with the context of the area and meets the standards required by the Engineering and Parks departments.

Growth Management- Provision of Required Affordable Housing Via Fee-in-Lieu Payment (Land Use Code Section 26.470.110.C)

Pursuant to the Land Use Code, the provision of affordable housing mitigation in excess of 0.10 Full-Time Equivalents (FTEs) via a fee-in-lieu payment must be approved by City Council. The application requests the ability to meet future affordable housing mitigation via fee-in-lieu by-right instead of being subject to City Council review and approval.

BACKGROUND:

501 W. Hopkins was created as part of the Boomerang Lot Split Subdivision Exemption Plat, granted by City Council via Ordinance No. 6, Series of 2006. The Ordinance and associated Plat established the subject property as a 7,500 sq. ft. parcel, legally described as Lot 1 of the Boomerang Lot Split. Pursuant to the approvals, Lot 1 was limited to one single-family dwelling with or without permitted accessory structures, subject to the dimensional standards of the R-6 zone district.

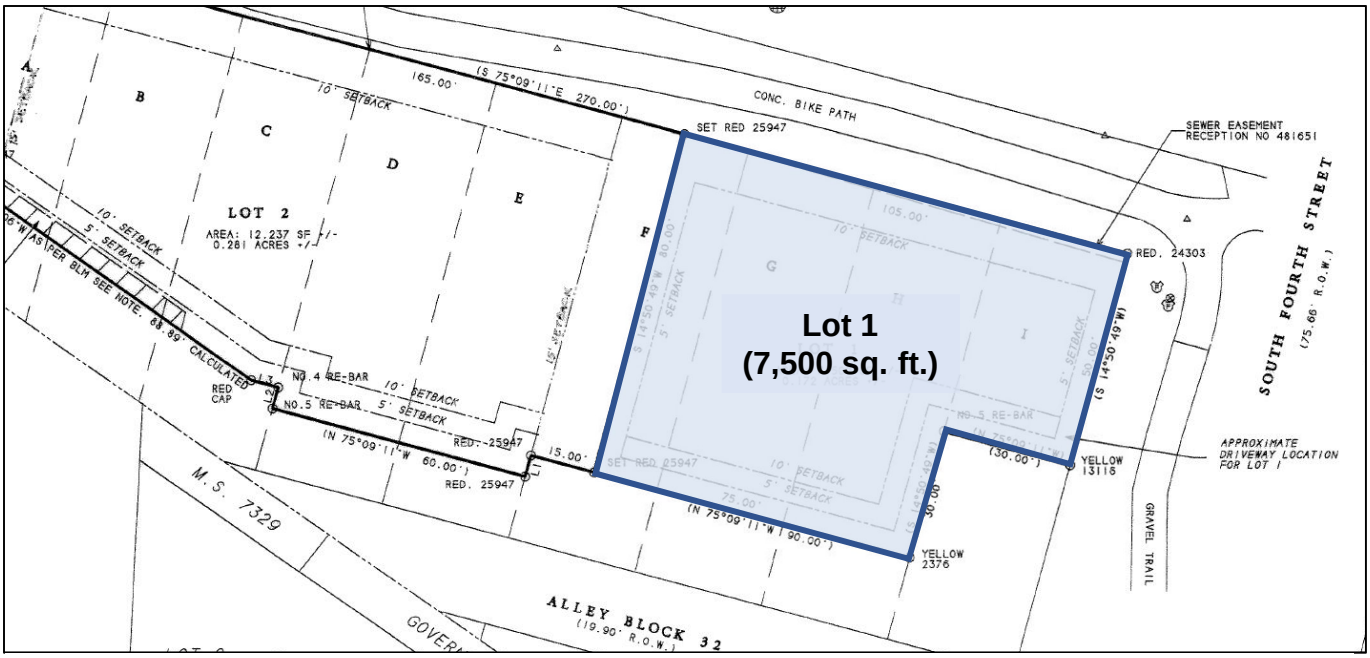


Figure 2: Lot 1 Depicted on the Boomerang Subdivision Plat

Today the property is located within the Medium Density Residential (R-6) zone district and is currently improved with a single-family dwelling. A "for sale" ADU/Carriage House between 750 and 1,200 sq. ft. of net livable area was built on Lot 2 and serves as the employee housing mitigation required for the development of the home on Lot 1.

As depicted in Figure 3, the property is located adjacent to the terminus of South Fourth Street. This portion of the right-of-way provides vehicular access to the subject property, and the adjacent property at 431 W. Hopkins Ave, as well as non-motorized, public access to the Midland and Little Cloud Trails.

Figure 3: Recent Street View of 501 W. Hopkins

In coordination with the Parks and Open Space Department, the applicant has proposed a land exchange with the City of Aspen and Pitkin County for purposes of the City and County securing a permanent conservation easement for the purpose of extinguishing any potential development rights and allowing public access and recreation across 19.39 acres of the applicant's adjoining property, commonly known as the Pride of Aspen Mining claim (Figure 4). Based on referral comments from the Parks and Open Space Department, the public benefits associated with this land exchange are significant.

In exchange for executing a conservation easement on the mining claim, this application seeks the necessary land use approvals related to the adjacent property located at 501 W. Hopkins to enable the proposed land exchange to occur.

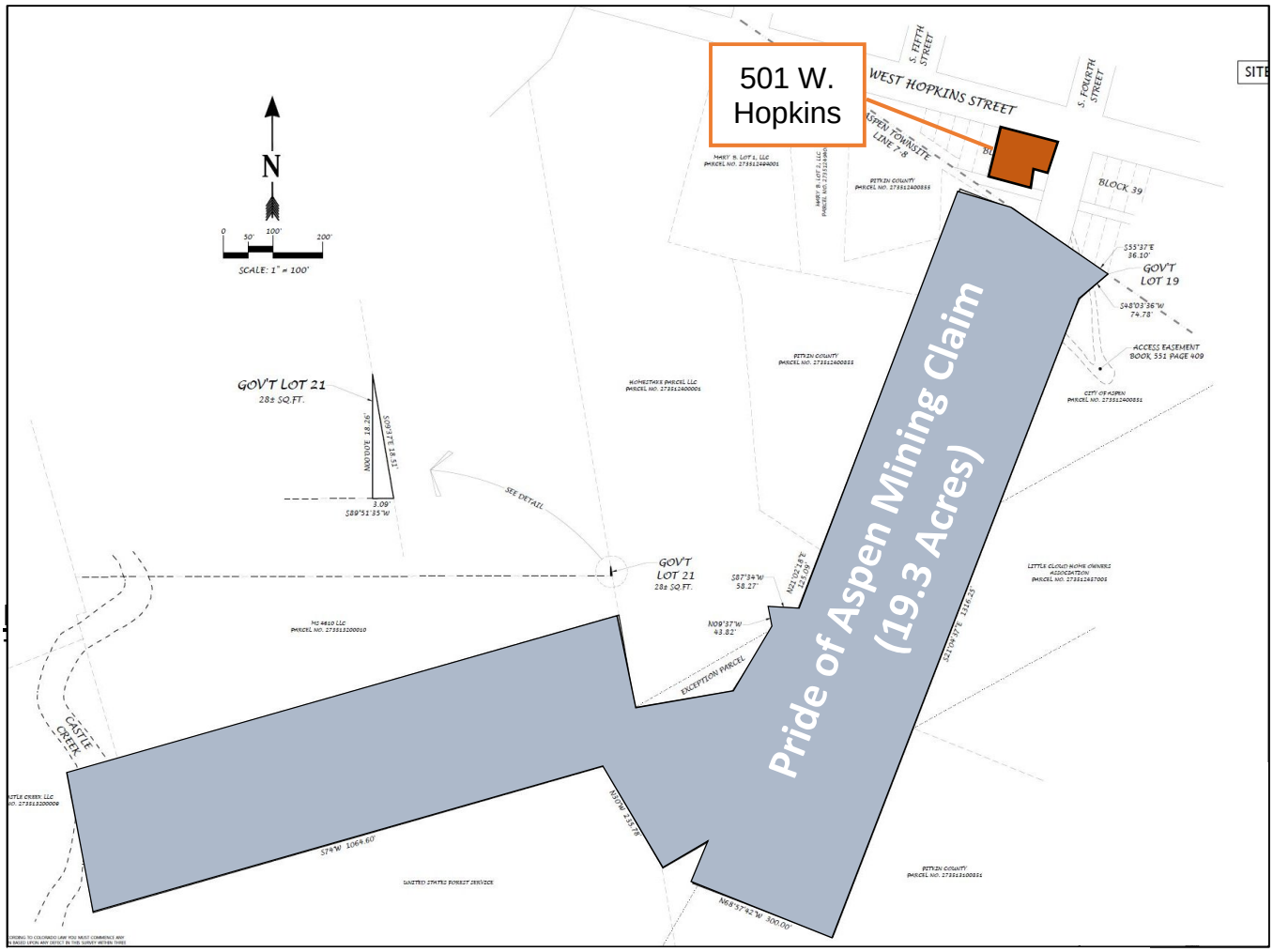


Figure 4: Pride of Aspen Mining Claim Proposed for Conservation Easement

PROJECT SUMMARY:
The application includes several conditions that are required to successfully execute the proposed land exchange. The conditions are associated with the property located at 501 W. Hopkins and are listed below based on the applicable Land Use Code section.

Major Subdivision- Vehicular Rights-of-Way
As a condition for deeding a conservation easement on the mining claim, the applicant requests that the City vacate and convey 4,000 sq. ft. of public right-of-way to the benefit of the property located at 501 W. Hopkins. According to the application, approval of the right-of-way vacation and dedication to the subject parcel is an integral component and requirement of the proposed land exchange. Figure 5 shows the subject property (Lot 1) and the surrounding parcels that are requested to be vacated and added to the property (Parcels A, B & C). These parcels are highlighted in green.

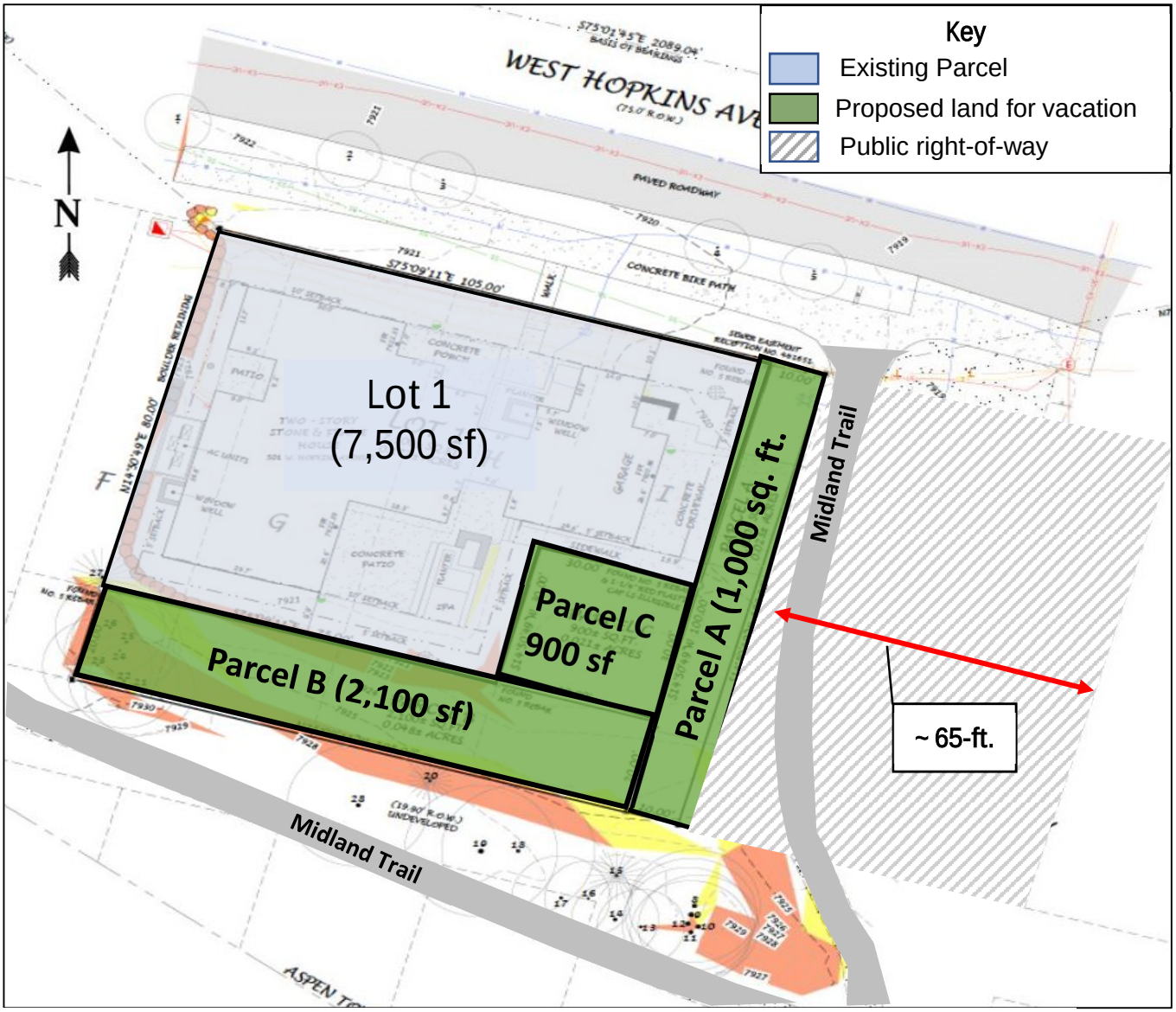


Figure 5: Proposed lands for vacation and conveyance to Lot 1 (501 W. Hopkins)

Parcel A: The subject property is located adjacent to the terminus of South Fourth Street. This portion of the right-of-way provides vehicular access to the subject property, and the adjacent property at 431 W. Hopkins Ave, as well as non-motorized public access to the Midland and Little Cloud Trails from Hopkins Avenue. The width of the road measures just over 75-ft. By vacating the westerly 10-ft. of street, 65-ft. of right-of-way would remain, which is well above the minimum standards required by the Engineering Department. Vehicular access to both properties and non-motorized access to the Midland Trail would remain.

Parcels B & C: The Midland Trail runs laterally east to west behind the subject property. The distance measured from the northern side of the Midland Trail to the southern-most side of the subject property ranges from 28-ft. to 40-ft. By vacating and acquiring Parcels B & C, the distance from the northern side of the Midland Trail to the southern-most side of the subject property would range from approximately 8 ft. to 26 ft. The R-6 zone district prescribes a 10-ft. minimum rear yard setback for primary structures and a 5-ft. minimum for accessory structures. Taking these requirements into consideration, if the property were to be redeveloped at some point in the future, a minimum distance of 18-ft. would be maintained between a primary structure and the Midland Trail. A minimum of 13-ft. would be maintained between an accessory structure and the Midland trail. There are no criteria in the Land Use Code that require a minimum distance to be maintained between a public trail and a property line. However, in this case, the applicant is working with the Parks Department to develop and maintain a landscape easement that would create a visual buffer between the subject property and the Midland Trail to minimize any visual impacts that might occur in the future. The easement would be located on City property and the applicant would be responsible for maintaining it, pursuant to the requirements established by the Parks Department.

Amendments to the Land Use Code & Official Zone District Map

501 W. Hopkins is located within the Medium-Density Residential (R-6) zone district. The City-owned parcels that are proposed for vacation and conveyance to the subject property are currently located within the Park (P) zone district. Pursuant to the Land Use Code, amendments to the Zone District Map are prohibited if two zone districts are created on a single parcel. To avoid this scenario, the applicant requests to rezone the newly acquired lands from the Park (P) zone district to the R-6 zone district, to be consistent with the fathering parcel.

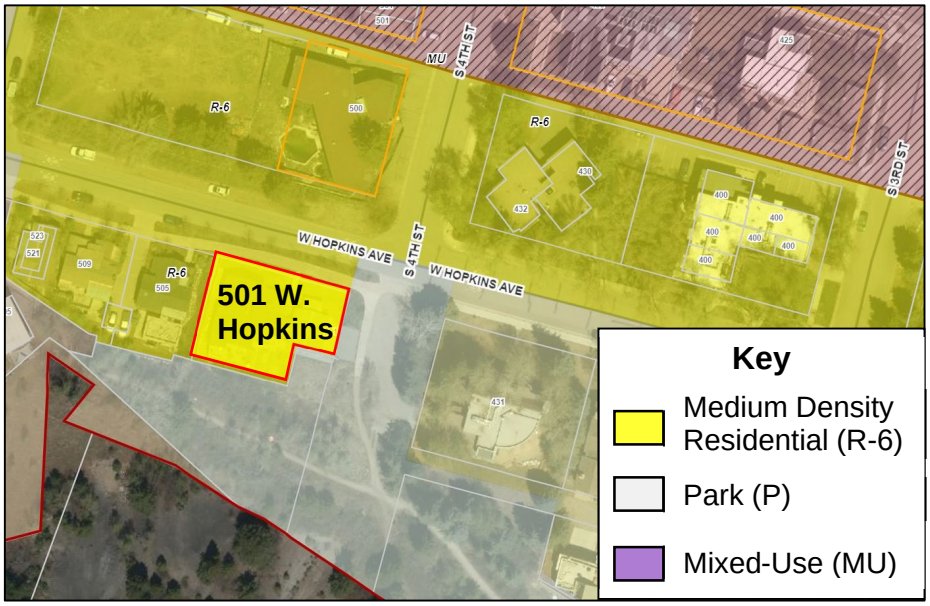


Figure 6: Surrounding Zoning to the Subject Property

Planned Development- Project Review

Upon vacating, acquiring, and rezoning the City-owned lands, the applicant requests to concurrently establish a Planned Development (PD) overlay on the newly formed lot. The purpose of establishing a PD overlay is to memorialize a building envelope and to prescribe allowable Floor Area for the property.

Building Envelope: Figure 7 depicts the location of the proposed building envelope.

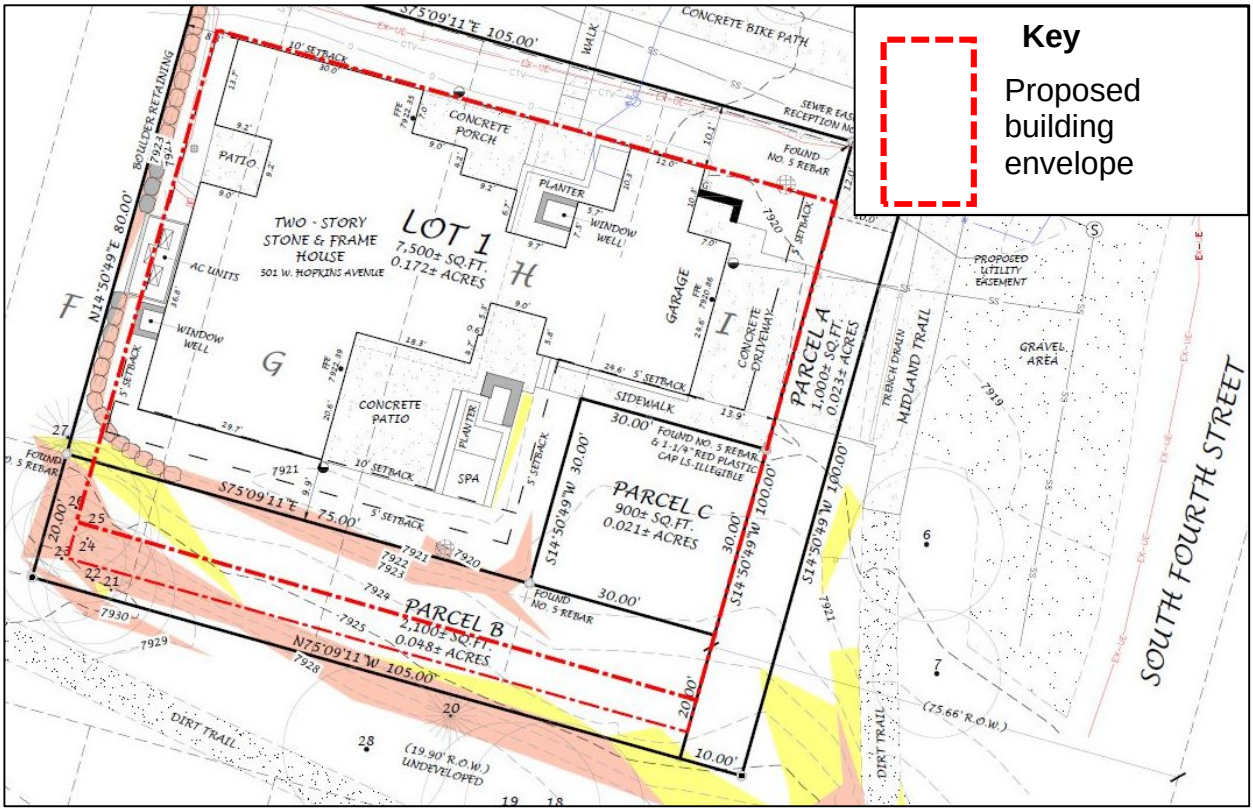


Figure 7: Proposed Building Envelope on Amended Lot

Based on the proposed building envelope dimensions, the front, rear, and side yard setbacks of the property would comply with underlying zoning. Alternatively, due to the nature of calculation of combined side-yard setbacks in the R-6 zone district, the minimum distance prescribed for this standard is not met. For context, Table 1 outlines the existing, proposed and required setback standards associated with the subject property.

Table 1: Setback Requirements in the R-6 Zone District

	Existing	Proposed	Required
Side Yard (west side)	8.5 ft.	5 ft.	5 ft.
Side Yard (east side)	13.9 ft.	5 ft.	5 ft.
Combined Side Yard	22.4 ft.	10 ft.	38.75 ft. (after land acquisition)
Front Yard	10 ft.	10 ft.	10 ft.
Rear Yard	10 ft.	10 ft.	10 ft.

Floor Area: Pursuant to Land Use Code Section 500.575.020, *Calculations & Measurements*, allowable Floor Area is reduced for properties containing steep slopes with a grade exceeding 20 percent. As a condition of approval for the proposed land exchange, the application requests that Floor Area not be reduced due to the presence of steep slopes on the subject property. As depicted in Table 2 below, staff analyzed the allowable Floor Area for a single-family dwelling under three scenarios: 1) For context and purposes of comparison, the allowable Floor Area on the existing lot, 2) The allowable Floor Area after acquiring the City-owned lands and reducing for steep slopes, and 3) The allowable Floor Area after acquiring the City-owned lands and not reducing for steep slopes. It appears that a difference of 60 sq. ft. of Floor Area would be allowed if steep slopes were not deducted from the Floor Area calculation.

Table 2: Floor Area Requirements of the R-6 Zone Districts		
Allowable Floor Area Now	**Allowable FA after land acquisition with reduction for steep slopes**	**Allowable FA after land acquisition & no reduction for steep slopes**
3,450 sq. ft.	**3,750 sq. ft.**	**3,810 sq. ft.**

Within the R-6 zone district, properties with a Minimum Net Lot Area of 4,500 sq. ft. per dwelling unit may be developed with a duplex or two single-family dwellings. Upon acquiring the City-owned property, a total of 4,230 sq. ft. of Floor Area may be developed for a duplex or two detached dwellings.

For example, the existing home contains approximately 3,450 sq. ft. of Floor Area. If a second dwelling were developed on the property without removing or altering the existing home, a total of 780 sq. ft. could be developed for a total of 4,230 sq. ft. between the two dwellings.

Growth Management Review

Affordable housing mitigation associated with the existing home on the subject property has been met via the development of off-site affordable housing. (It should be noted that the off-site housing is located on the adjacent Lot 2.) Upon acquiring City-owned lands, the subject property will gain additional development rights. Although no development is requested as part of this application, new development may be requested at any point in the future, thus triggering additional affordable housing mitigation. The application requests flexibility to meet future mitigation requirements via Cash-in-Lieu at the rate in effect at the time of building permit. Pursuant to the Land Use Code, the provision of affordable housing mitigation in excess of 0.10 Full-Time Equivalents (FTEs) via a fee-in-lieu payment must be approved by City Council. The application requests the ability to meet future affordable housing mitigation via fee-in-lieu by-right instead of being subject to City Council review and approval.

STAFF COMMENTS:

The land exchange proposed by the applicant will prevent any future development and guarantee public access and recreation opportunities across 19.3 acres of the Pride of Aspen Mining Claim in perpetuity. This application requests that the City forfeit 4,000 sq. ft. of land and grant additional development rights to the applicant to ensure the land exchange is successful. Two fundamental questions should be considered when reviewing such a request: 1) Are the review criteria met? and 2) Is the land exchange in the best interest of the community? The second question will likely remain the focus of the public when this application goes to a vote in November, while the discussion at P&Z should focus on the review criteria. However, staff does encourage Commissioners to consider the overall context of this application when determining if the review criteria are met.

The Parks and Open Space department has been working to secure this parcel for many years with little progress. This application presents an opportunity to work within the Land Use Code to advance the goals and objectives of the City. The discussion below is focused on the review criteria set forth in the Land Use Code and is framed within the context of the land exchange.

Major Subdivision- Vehicular Rights-of-Way

The General Subdivision Review Standards require guaranteed, unobstructed, perpetual access to a public way. This includes access to any adjacent properties. The southern terminus of South Fourth Street currently provides access to the subject property, and the adjacent property at 431 W. Hopkins Ave, as well as non-motorized public access to the Midland and Little Cloud Trails from Hopkins Avenue. The width of the road measures just over 75-ft. By vacating the westerly 10-ft. of street, 65-ft. of right-of-way would remain, which is well above the minimum standards required by the Engineering Department. Vehicular access to both properties and non-motorized access to the Midland Trail would remain. By vacating the proposed lands, perpetual, unobstructed legal vehicular access will be maintained. Additionally, the applicant has dedicated a utility easement on the northeast corner of the lot for installation, maintenance, repair and replacement of underground utility services, drainage improvements and an above-ground fire hydrant.

Additionally, the General Review Standards prohibit a single lot to be in more than one zone district. The lands proposed for vacation are currently located in the Park (P) zone district while the subject property is zoned Medium-Density Residential (R-6). Upon obtaining the vacated lands, the amended property would be in two zone districts. To avoid this outcome, the applicant requests to concurrently rezone the acquired lands from P to R-6, thus creating one zone district over the amended parcel.

Lastly, the standards related to vacating a vehicular right-of-way are intended to ensure that that normal traffic circulation, traffic control capabilities, access by emergency and service vehicles, pedestrian and bike connections, drainage infrastructure, street and infrastructure maintenance needs including snow removal are maintained or improved. In this instance, the access for each of these needs will not be impacted. As previously mentioned, by vacating the westerly 10-ft. of South Fourth Street, the remaining right-of-way will meet the width required by the Engineering Department.

Staff finds that all the review criteria associated with Major Subdivision are met. Each criterion is addressed in Exhibit A.1.

Amendments to the Land Use Code & Official Zone District Map
The first criterion required to rezone a parcel requires compatibility between the proposed zone district and surrounding zone districts, land uses and neighborhood characteristics. In this instance, the subject property is located within the Medium-Density Residential (R-6) zone district. Upon vacating and conveying the City-owned lands to the subject property, the applicant requests to rezone the newly acquired lands to the R-6 zone district. Rezoning to R-6 is compatible with the surrounding land use and existing neighborhood characteristics.

Additionally, no adverse impacts to the natural environment should result from rezoning. While the subject property will gain additional development rights, no development is proposed as part of this application. If development is proposed in the future, it will be subject to additional staff review and will comply with underlying zoning and the Planned Development. Staff believes the environmental benefit of conserving 19.39 acres of land in perpetuity outweighs the impacts of additional development rights on the subject property.

Staff finds that all the review criteria associated with Amendments to the Land Use Code & Official Zone District Map are met. Each criterion is addressed in Exhibit A.2.

Planned Development- Project Review
The purpose of Planned Development review is to encourage flexibility and innovation in the development of land. Although an application requesting to create a PD is generally associated with a parcel that is at least 27,000 sq. ft., the Community Development Director has determined that adding a PD overlay to the subject property will help facilitate the proposed land exchange, which is considered a significant community goal.

Project Review is intended to establish the allowed dimensions of a property and ensure site planning is compatible with the context of the area and meets the standards required by the Engineering and Parks departments.

The purpose of establishing a PD overlay on the subject property is to memorialize a building envelope and to prescribe allowable Floor Area for the property. As is typical with PD overlays, establishing a PD on this property would allow specific dimensions to be established that may differ from underlying zoning. Dimensional flexibility is a typical component of a Planned Development. Although several requests for dimensional variations and affordable housing flexibility are requested within this application, staff believes that none of these requests will negatively impact the overall character of the neighborhood. By not deducting steep slopes from Floor Area calculations, the property gains approximately 60 sq. ft. of additional Floor Area to develop a single-family dwelling from what would have been allowed based on normal Floor Area calculations. It is unlikely that 60 additional sq. ft. will impact the cohesiveness or distinctive identity of the neighborhood or surrounding development patterns. The property will continue to be subject to all other standards prescribed within the R-6 zone district, including those relating to height, maximum site coverage and Residential Design Standards. There are no special requests related to the provision of off-street parking spaces. Upon consultation with the Parks Department, staff believes the community benefit of securing a conservation easement over 19.3 acres land outweighs the requests for dimensional flexibility included in this application.

Staff finds that all the review criteria associated with Planned Development- Project Review are met. Each criterion is addressed in Exhibit A.3.

Growth Management Review

As previously mentioned, the application requests flexibility to meet future mitigation requirements via Cash-in-Lieu at the rate in effect at the time of building permit. Pursuant to the Land Use Code, the provision of affordable housing mitigation in excess of 0.10 Full-Time Equivalents (FTEs) via a fee-in-lieu payment must be approved by City Council. The application requests the ability to meet future affordable housing mitigation via fee-in-lieu by-right instead of being subject to City Council review and approval. When considering such a request, the criteria require the applicant to make a reasonable, good-faith effort in providing required affordable housing offsite through the construction of new dwelling units or a reasonable, good-faith effort in pursuit of providing affordable housing through the purchase and extinguishment of Certificates of Affordable Housing Credit. Affordable housing associated with the existing home has been met via the development of off-site affordable housing located on Lot 2, adjacent to the subject property. Upon acquiring the vacated lands, the property will gain additional development rights. However, according to the application, the provision of additional housing onsite is impractical given the dimensions of the land area being added. Although the purchase of affordable housing credits would generally be required if employee housing is not developed, staff believes that providing the flexibility to meet future mitigation via cash-in-lieu is warranted given the overall context of this application. Mitigation shall be based upon the fee-in-lieu rate in place at the time of building permit.

Staff finds that all the review criteria associated with Growth Management Review are met. Each criterion is addressed in Exhibit A.4.

RECOMMENDATION

Staff recommends the Planning and Zoning Commission (P&Z) *approve* this application.

ATTACHMENTS:

Resolution #___, Series of 2021
Exhibit A.1 | Major Subdivision- Vehicular Right-of-Way | Staff Findings
Exhibit A.2 | Amendment to the Land Use Code & Official Zone District Map | Staff Findings
Exhibit A.3 | Planned Development- Project Review | Staff Findings
Exhibit A.4 | Growth Management Review | Staff Findings
Exhibit 2 | Application

RESOLUTION # XX
(SERIES OF 2021)

A RESOLUTION OF THE ASPEN PLANNING AND ZONING COMMISSION RECOMMENDING APPROVAL FOR A MAJOR SUBDIVISION-VEHICULAR RIGHTS OF WAY, AMENDMENTS TO THE LAND USE CODE & ZONING MAP, PLANNED DEVELOPMENT-PROJECT REVIEW, AND GROWTH MANAGEMENT REVIEW, FOR THE PROPERTY COMMONLY KNOWN AS 501 WEST HOPKINS AVENUE, LEGALLY DESCRIBED AS LOT 1, BOOMERANG LOT SPLIT, A PLANNED COMMUNITY, ACCORDING TO THE PLAT RECORDED JUNE 16, 2006 IN PLAT BOOK 79 AT PAGE 70, AS RECEPTION NO. 525370, PITKIN COUNTY, COLORADO.

WHEREAS, the Community Development department received an application from R.D. Olson Investments II, LLC, requesting approval for Major Subdivision- Vehicular Rights-of-Way, Amendments to the Land Use Code & Zoning Map, Planned Development Review-Project Review, and Growth Management Review for the property located at 501 West Hopkins Avenue; and,

WHEREAS, the Park's Department supports the application and the Engineering Department supports the Right-of-Way exchange; and,

WHEREAS, the Community Development department Staff reviewed the application for compliance with the applicable review standards; and,

WHEREAS, upon review of the application and the applicable Land Use Code standards, the Community Development Director recommended approval for Major Subdivision-Vehicular Rights-of-Way, Amendments to the Land Use Code & Zoning Map, Planned Development Review- Project Review, and Growth Management Review; and,

WHEREAS, the City of Aspen Planning and Zoning Commission reviewed and considered the development proposal under the applicable provisions of the Municipal Code as identified herein, reviewed and considered the recommendation of the Community Development Director and took and considered public comment at a duly noticed public hearing on August 3rd, 2021; and,

WHEREAS, the City of Aspen Planning and Zoning Commission finds that the development proposal meets the applicable review criteria and that approval of the request is consistent with the goals and objectives of the Land Use Code; and,

WHEREAS, the City of Aspen Planning and Zoning Commission finds that this Resolution furthers and is necessary for the promotion of public health, safety, and welfare, and,

WHEREAS, the City of Aspen Planning and Zoning Commission approves Resolution #XX, Series of 2021, by a X to X (X-X) vote, recommending approval for Major Subdivision- Vehicular Rights-of-Way, Amendments to the Land Use Code & Zoning Map, Planned Development Review- Project Review and Growth Management Review as identified herein.

NOW, THEREFORE BE IT RESOLVED, THE ASPEN PLANNING & ZONING COMMISSION RECOMMENDS THE FOLLOWING:

Section 1: Major Subdivision- Vehicular Rights-of-Way

Pursuant to the procedures and standards set forth in Title 26 of the Aspen Municipal Code, the Planning and Zoning Commission hereby recommends approval for the request for Major Subdivision- Vehicular Rights-of-Way to vacate and convey a total of 4,000 sq. ft. of City-owned right-of-way to the benefit of the subject property. The lands approved for vacation are Parcels A, B & C as represented in Exhibit A to this Resolution

Section 2: Amendments to the Land Use Code & Zoning Map

Upon the vacation and conveyance of the City-owned lands referenced in Section 1, the Planning & Zoning Commission hereby recommends approval to rezone the acquired lands from Park (P) to Medium Density Residential (R-6).

Section 3: Planned Development- Project Review

Upon the vacation, conveyance and rezoning of the City-owned lands referenced in Section 1, the Planning & Zoning Commission hereby recommends approval to establish a Planned Development overlay on the newly amended parcel, subject to the following conditions:

1. The maximum allowable Floor Area on the amended parcel shall not exceed 3,810 sq. ft. for a single-family dwelling and 4,230 sq. ft. for a duplex dwelling or two detached dwellings. Floor Area shall be based upon the methodology prescribed within the Land Use Code.
2. Exhibit B represents the building envelope for the property. The table below sets forth the minimum setbacks required on the parcel as depicted on the building envelope.

Setback Dimensions	
	Minimum Setback
Side Yard (west side)	5 ft.
Side Yard (east side)	5 ft.
Combined Side Yard	10 ft.
Front Yard	10 ft.
Rear Yard	10 ft.

Section 4: Growth Management Review

Future affordable housing mitigation associated with new development on this property may be met by-right via fee-in-lieu. Mitigation shall be assessed at the rate in place at the time of building permit.

Section 5: Subsequent Reviews

The requests of this application are subject to City Council review and voter approval. Pending these approvals, pursuant to Land Use Code Section 26.445.090, *Documents and Deadlines*, a plan set shall be submitted to the Community Development department within one hundred eighty (180) days following the date of voter approval. The plan set shall be subject to review and approval by City Staff to ensure P&Z, City Council and voter intent. The plan set shall include the following documents, all of which shall be approved and recorded concurrently:

1. An Amended Plat representing the approved building envelope
2. A Right-of-Way Vacation Plat
3. A Yard & Landscape Easement Agreement and Exhibit Map
4. The Deed of Conservation Easement and Exhibit Map

Section 6: Material Representations

All material representations and commitments made by the Applicant pursuant to the development proposal approvals as herein awarded, whether in public hearing or documentation presented before the Planning and Zoning Commission, are hereby incorporated in such site development approvals and the same shall be complied with as if fully set forth herein, unless amended by an authorized entity.

Section 7: Existing Litigation

This resolution shall not affect any existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the ordinances repealed or amended as herein provided, and the same shall be conducted and concluded under such prior ordinances.

Section 8: Severability

If any section, subsection, sentence, clause, phrase, or portion of this resolution is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

APPROVED by the Commission at its meeting on August 3, 2021.

APPROVED AS TO FORM:

_____

Katharine Johnson, Assistant City Attorney

PLANNING AND ZONING COMMISSION:

_____

Spencer McKnight, Chair

ATTEST:

_____

Cindy Klob, Records Manager

Exhibit A: Parcels Recommend for Vacation & Conveyance to the Benefit of Lot 1

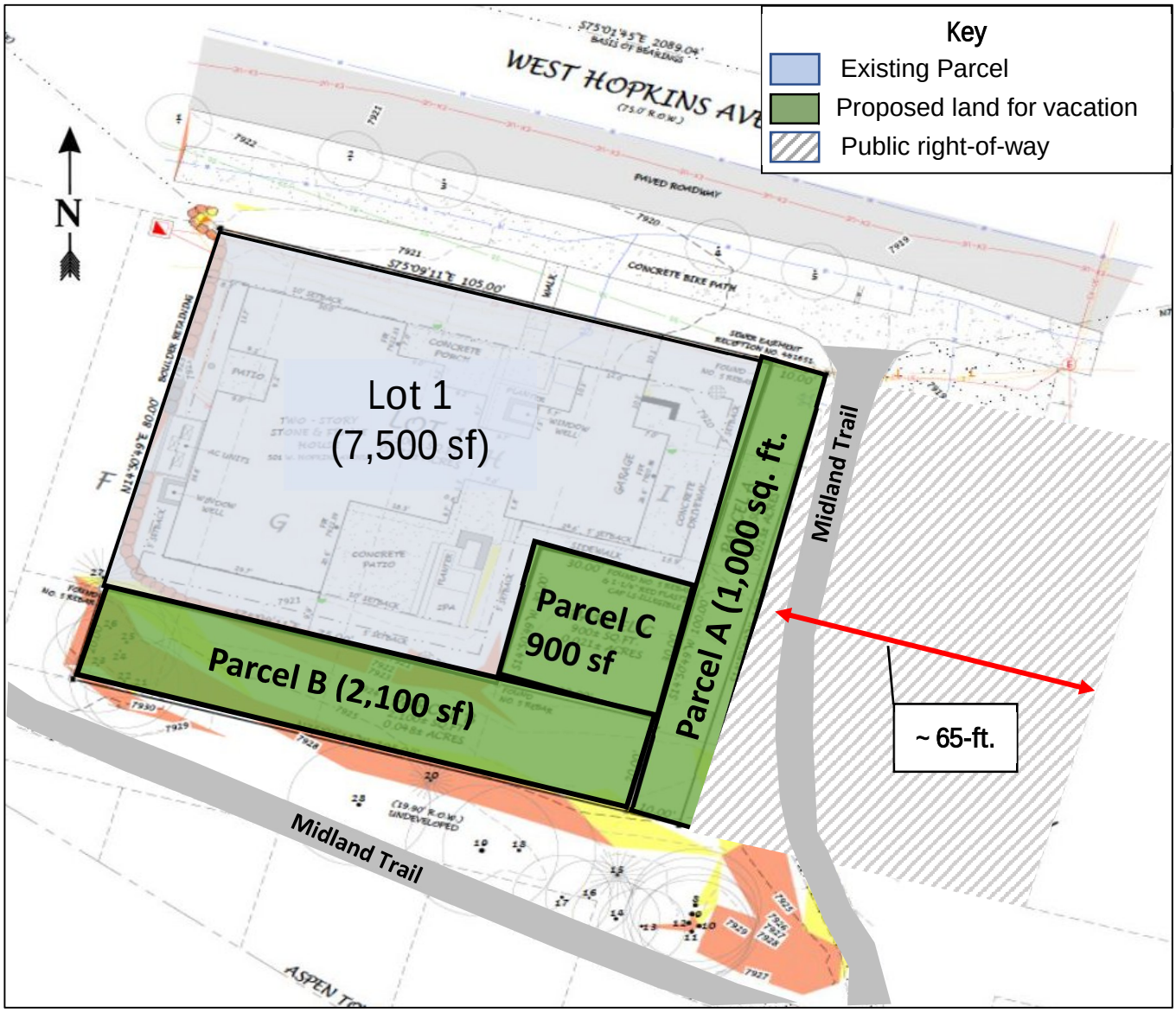
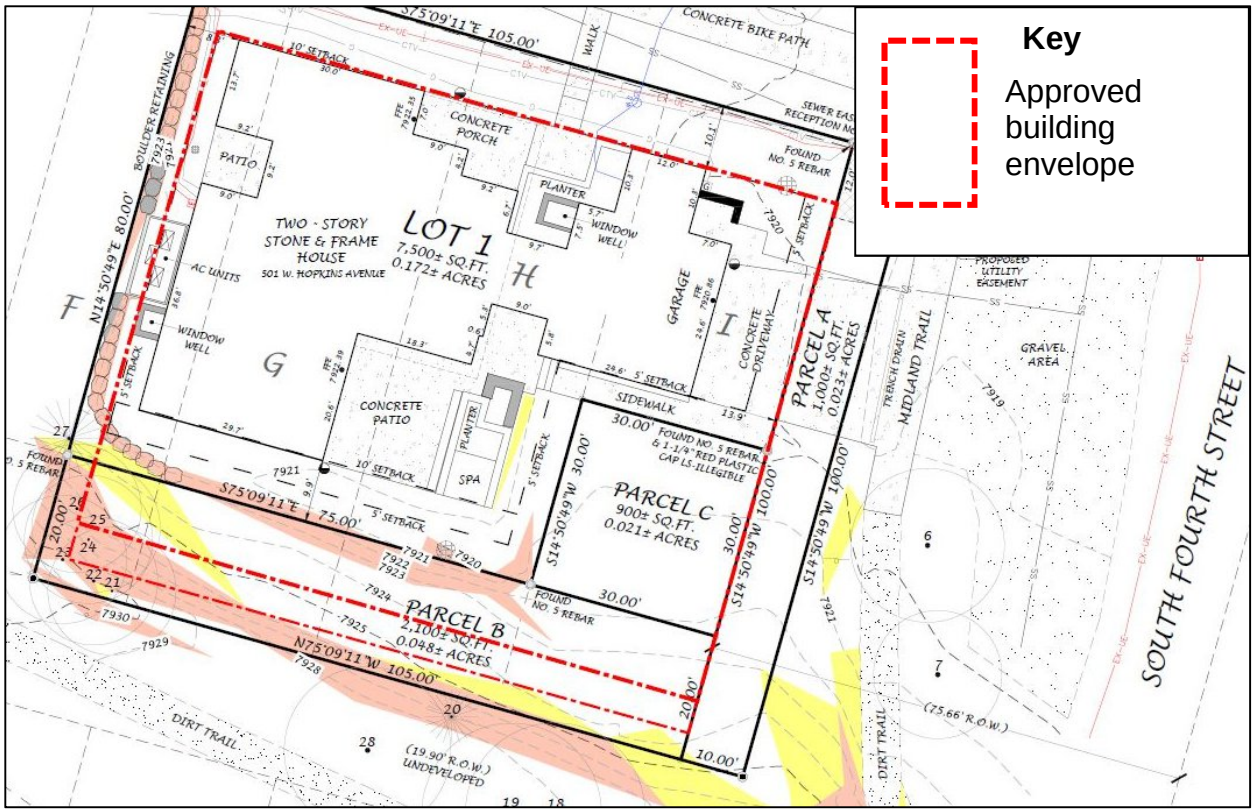


Exhibit B: Building Envelope Recommended for Approval



Land Use Code Section 26.480.040, *General Subdivision Review Standards*

All subdivisions shall be required to conform to the following general standards and limitations in addition to the specific standards applicable to each type of subdivision:

a) *Guaranteed Access to a Public Way.* All subdivided lots must have perpetual unobstructed legal vehicular access to a public way. A proposed subdivision shall not eliminate or obstruct legal vehicular access from a public way to an adjacent property. All streets in a Subdivision retained under private ownership shall be dedicated to public use to ensure adequate public and emergency access. Security/privacy gates across access points and driveways are prohibited.

Staff response:
The southern terminus of South Fourth Street currently provides access to the subject property, as well as the adjacent property at 431 W. Hopkins Ave, and non-motorized public access to the Midland Trail from Hopkins Avenue. The width of the road measures just over 75-ft. By vacating the westerly 10-ft. of street, 65-ft. of right-of-way would remain, which is well above the minimum standards required by the Engineering Department. Vehicular access to both properties and non-motorized access to the Midland Trail would remain. By vacating the proposed lands, perpetual, unobstructed legal vehicular access will be maintained. Additionally, the applicant has dedicated a utility easement on the northeast corner of the lot for installation, maintenance, repair and replacement of underground utility services, drainage improvements and an above-ground fire hydrant. No security or privacy gates are proposed.
Staff finds this criterion met.

b) *Alignment with Original Townsite Plat.* The proposed lot lines shall approximate, to the extent practical, the platting of the Original Aspen Townsite, and additions thereto, as applicable to the subject land. Minor deviations from the original platting lines to accommodate significant features of the site may be approved.

Staff response:
The proposed lot lines conform and align with the platting of the Original Aspen Townsite.
Staff finds this criterion met.

c) *Zoning Conformance.* All new lots shall conform to the requirements of the zone district in which the property is situated, including variations and variances approved pursuant to this Title. A single lot shall not be located in more than one zone district unless unique

circumstances dictate. A rezoning application may be considered concurrently with subdivision review.

Staff response:
The subject property is located within the Medium-Density Residential (R-6) zone district. This zone district prescribes a minimum lot area of 6,000 sq. ft. The existing lot currently contains 7,500 sq. ft. of Gross Lot Area. By acquiring additional lands, the amended lot will contain 11,500 sq. ft. of Gross Lot Area and will maintain a width of 115 ft. and a length of 60-ft. The new lot configuration will comply with underlying zoning. A rezoning is concurrently requested within this application to change the vacated City property from Park (P) to R-6, to match the zoning of the fathering parcel, resulting in only one zone district.

Staff finds this criterion met.

d) *Existing Structures, Uses, and Non-Conformities.* A subdivision shall not create or increase the non-conformity of a use, structure or parcel. A rezoning application or other mechanism to correct the non-conforming nature of a use, structure, or parcel may be considered concurrently.

Staff response:
The existing structure and use conform with the requirements of the R-6 zone district. The proposed subdivision and concurrent approval of the proposed setback provisions will not result in non-conformities.
Staff finds this criterion met.

Land Use Code Section 26.480.070, *Vehicular Rights-of-Way.*

The dedication, boundary alteration, realignment, or any partial or whole vacation of a Street, Alley, or other vehicular right-of-way serving more than one (1) parcel, shall be approved, approved with conditions, or denied according to the following standards:

1. The proposed change maintains or improves the public health, safety, and welfare of the community and is in the best interests of the City of Aspen.

1. ***Staff response:*** *According to the application, approval of the right-of-way vacation and dedication to the subject parcel is an integral component and requirement of the proposed land exchange to the City of a dedicated Deed of Conservation Easement. It's important to reiterate that the community benefit of obtaining recreational access to a 19.329 acre of land in this part of town has been a goal of the Parks Department for many years.*

   Staff finds this criterion met.

2. The proposed change to the public rights-of-way maintains or improves safe physical and legal access from a public way to all adjacent properties and shall not restrict the ability for a property to develop by eliminating or hindering access. Redundant access, such as a primary street access plus alley access, is preferred.

   Staff response:

   <u>Parcel A:</u> The subject property is located adjacent to the terminus of South Fourth Street. This portion of the right-of-way provides vehicular access to the subject property, as well as the adjacent property at 431 W. Hopkins Ave, and non-motorized public access to the Midland Trail from Hopkins Avenue. The width of the road measures just over 75-ft. By vacating the westerly 10-ft. of street, 65-ft. of right-of-way would remain, which is well above the minimum standards required by the Engineering Department. Vehicular access to both properties and non-motorized access to the Midland Trail would remain.

   <u>Parcels B & C:</u> The Midland Trail runs laterally east to west behind the subject property. The distance measured from the northern side of the Midland Trail to the southern-most side of the subject property ranges from 28-ft. to 40-ft. By vacating and acquiring Parcels B & C, the distance from the northern side of the Midland Trail to the southern-most side of the subject property would range from approximately 8 ft. to 26 ft. The R-6 zone district prescribes a 10-ft. minimum rear yard setback for primary structures and a 5-ft. minimum for accessory structures. Taking these requirements into consideration, if the property were to be redeveloped at some point in the future, a minimum distance of 18-ft. would be maintained between a primary structure and the Midland Trail. A minimum of 13-ft. would be maintained between an accessory structure and the Midland trail. There are no criteria in the Land Use Code that require a minimum distance to be maintained between a public trail and a property line. However, in this case, the applicant is working with the Parks Department to develop and maintain a landscape easement that would create a visual buffer between the subject property and the Midland Trail to minimize any visual impacts that might occur in the future.

The easement would be located on City property and the applicant would be responsible for maintaining it according to the conditions established by the Parks Department.

Staff finds this criterion met.

3. The design of the proposed change complies with Municipal Code Title 29—Engineering Design Standards and is consistent with applicable adopted policies, plans, and approved projects for the area (such as a highway access policy, an approved development project, an infrastructure plan, a trails plan, an improvement district plan, and the like).

   Staff response:

   As previously mentioned, by vacating the westerly 10-ft. of South Fourth Street, 65-ft. of road width will remain, which is well above the minimum standards required by the Engineering Department. Vacating parcels B & C will bring the southern property line closer to the existing Midland Trail but will not impact access. Vacating these parcels will help ensure that a successful land exchange is executed, between the applicant and the City. Upon recordation of the proposed Conservation Easement, the City and County would be permitted to maintain recreational infrastructure within the Pride of Aspen mining claim. Gaining access to this land has been a major priority for the Park's Department for several decades.

   Staff finds this criterion met.

4. The proposed change maintains or improves normal traffic circulation, traffic control capabilities, access by emergency and service vehicles, pedestrian and bike connections, drainage infrastructure, street and infrastructure maintenance needs, and normal operating needs of the City including snow removal.

   Staff response:

   Normal traffic circulation and traffic control as well as access by emergency and service vehicles, pedestrian and bike connections, drainage infrastructure, street and infrastructure maintenance needs and normal operating needs of the city including snow removal will not be impacted.

   Staff finds this criterion met.

5. For all new rights-of-way and physical changes to existing rights-of-way, the applicant shall design and construct the proposed right-of-way improvements according to the design and construction standards of the City Engineer. Upon completion, the right-of-way improvements shall be subject to inspection and acceptance by the City Engineer. The City may require a performance warranty. The requirements of this criterion shall be reflected in a Development Agreement.

Staff response: *No new rights-of-way are proposed as part of this application.*

Staff finds this criterion to be not applicable.

6. For partial or full vacation of existing rights-of-way, the applicant shall demonstrate the right-of-way, or portion thereof, has no current or future use to the community as a vehicular way, pedestrian or bike way, utility corridor, drainage corridor, or recreational connection due to dimensions, location, topography, existing or proposed development, or other similar circumstances. The City shall consider whether the interests of the applicant and the City can be achieved through a "closure" of the right-of-way.

   Staff response:

   The southern terminus of South Fourth Street has existed since the late 1800s' but has not been used for as a vehicular way since the end of mining in the adjacent area. Vacating the westerly 10-ft. of the street will allow the remainder of the road to continue providing vehicular access to the subject property and the adjacent home located at 431 W. Hopkins. Non-motorized pedestrian and bicycle access to the Midland Trail will remain as well.

   Staff finds this criterion met.

7. A Right-of-Way Dedication/Vacation Plat shall be reviewed and recorded in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490—Approval Documents. The plat shall demonstrate how the lands underlying vacated rights-of-way shall accrue to adjacent parcels in compliance with State Statute.

   Staff response:

   A proposed Right-of-Way Vacation Plat has been provided for review within the application. A final, executed version will be recorded pending the appropriate approvals from P&Z, City Council and the public vote. Recording of the document shall comply with Land Use Code Section 26.490, Approval Documents. The document shall demonstrate how the affected lands accrue to and are incorporated into the Amended Plat of Lot 1 of the Boomerang Lot Split Subdivision Exemption.

   Staff finds this criterion met.

8. A Development Agreement shall be reviewed and recorded in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490—Approval Documents. This requirement may be waived if no right-of-way construction is proposed.

Staff response:

Pending review and approval from P&Z, City Council and the public vote, a Development Agreement, including and amendment of the recorded Subdivision Exemption Agreement for the Boomerang Lot Split will be provided to the City for review and recorded pursuant to Land Use Code Section 26.490, Approval Documents.

Staff finds this criterion met.

Land Use Code Section 26.310.090*, Rezoning- Standards for Review*

In reviewing an amendment to the Official Zone District Map, the City Council and the Planning and Zoning Commission shall consider:

a. Whether the proposed amendment is compatible with surrounding zone districts and land uses, considering existing land use and neighborhood characteristics.

Staff response: *The subject property is located within the Medium-Density Residential (R-6) zone district. Upon vacating and conveying the City-owned lands to the subject property, the applicant requests to rezone the newly acquired lands to the R-6 zone district. Rezoning to R-6 is compatible with the surrounding land use and existing neighborhood characteristics.*
Staff finds this criterion met.

b. Whether and the extent to which the proposed amendment would result in demands on public facilities and whether and the extent to which the proposed amendment would exceed the capacity of such public facilities including, but not limited to, transportation facilities, sewage facilities, water supply, parks, drainage, schools and emergency medical facilities.

Staff response: *Rezoning the acquired lands will not result in demands on public facilities or services. Although the City will be conveying existing public right-of-way to a private interest, no impacts to transportation, sewage, water supply parks, drainage, schools or emergency/medical facilities will result from the land exchange.*
Staff finds this criterion met.

c. Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment.

Staff response: *No adverse impacts to the natural environment are anticipated as part of rezoning the acquired lands. The subject property will gain additional development rights, but no development is proposed as part of this application. If development is proposed in the future, it will be subject to additional staff review and will comply with underlying zoning. When considering the significant community benefit of ensuring the conservation of 19.39 acres in perpetuity, staff believes that additional protections to the natural environment will be achieved.*
Staff finds this criterion met.

d. Whether the proposed amendment is consistent and compatible with the community character in the City and in harmony with the public interest and the intent of this Title.

Staff response: *Amending the acquired City lands to R-6 is consistent and compatible with the neighborhood and community character. Staff believes that the public interest of gaining 19.39 acres of preserved land within the Pride of Aspen Mining Claim outweighs the cost of conveying 4,000 sq. ft. of City owned property.*
Staff finds this criterion met.

Land Use Code Section 26.445.050, *Planned Development Project Review Standards*

The Project Review shall focus on the general concept for the development and shall outline any dimensional requirements that vary from those allowed in the underlying zone district. The burden shall rest upon an applicant to show the reasonableness of the development application and its conformity to the standards and procedures of this Chapter and this Title. The underlying zone district designation shall be used as a guide, but not an absolute limitation, to the dimensions which may be considered during the development review process. Any dimensional variations allowed shall be specified in the ordinance granting Project Approval. In the review of a development application for a Project Review, the Planning and Zoning Commission or the Historic Preservation Commission, as applicable, and City Council shall consider the following:

A. Compliance with Adopted Regulatory Plans. The proposed development complies with applicable adopted regulatory plans.

Staff Response: *501 W. Hopkins is subject to the Boomerang Lot Split Subdivision Exemption Plat which was granted by City Council via Ordinance No. 6, Series of 2006. The existing lot complies with the associated regulatory plans.* ***Staff finds this criterion met.***

B. Development Suitability. The proposed Planned Development prohibits development on land unsuitable for development because of natural or man-made hazards affecting the property, including flooding, mudflow, debris flow, fault ruptures, landslides, rock or soil creep, rock falls, rock slides, mining activity including mine waste deposit, avalanche or snow slide areas, slopes in excess of 30%, and any other natural or man-made hazard or condition that could harm the health, safety, or welfare of the community. Affected areas may be accepted as suitable for development if adequate mitigation techniques acceptable to the City Engineer are proposed in compliance with Title 29 – Engineering Design Standards. Conceptual plans for mitigation techniques may be accepted for this standard. The City Engineer may require specific designs, mitigation techniques, and implementation timelines be defined as part of the Detailed Review and documented within a Development Agreement.

Staff Response: *As was required by the original approvals, a geotechnical and soil stability report was performed by a qualified, licensed engineer to demonstrate that the land is suitable to handle development. A similar report was provided demonstrating that rock fall from the slope above the development was sufficiently mitigated to prevent hazards. These reports were deemed sufficient to allow development on the subject property. Both reports are included in the application on file.* ***Staff finds this criterion met.***

C. Site Planning. The site plan is compatible with the context and visual character of the area. In meeting this standard, the following criteria shall be used:

1. The site plan responds to the site's natural characteristics and physical constraints such as steep slopes, vegetation, waterways, and any natural or man-made hazards and allows development to blend in with or enhance said features.

   Staff Response: *The existing home was developed based on the findings from the geotechnical and soil stability report. While the proposed site plan would allow additional development rights on the property, it's important to note that the acquired parcels from the City are mostly flat, excluding some slopes that were previously disturbed along the southwest corner. These slopes are considered to have been artificially steepened by dumping overburden during previous mining activities, construction of the old railroad grade and or improvement of the Midland Trail. Any development that is proposed in the future will be subject to review by City staff and shall respond to the man-made slopes appropriately.* ***Staff finds this criterion met.***

2. The project preserves important geologic features, mature vegetation, and structures or features of the site that have historic, cultural, visual, or ecological importance or contribute to the identity of the town.

   Staff Response: *No development is proposed as part of this application. The proposed lands to be vacated and conveyed to the subject property may be contain some development at some point in the future. The acquired lands do not contain any geologic features, vegetation, structures, or other features that have historic, cultural, visual or ecological importance.* ***Staff finds this criterion met.***

3. Buildings are oriented to public streets and are sited to reflect the neighborhood context. Buildings and access ways are arranged to allow effective emergency, maintenance, and service vehicle access.

   Staff Response: *The subject parcel is currently improved with a single-family dwelling. This home is oriented towards the street and reflects the neighborhood context. Any future development on the property will be subject to City of Aspen Residential Design Standards as well as the Floor Area constraints prescribed within the PD. These standards are intended to ensure that any future development will continue to reflect the neighborhood context. Although the westerly 10-ft. of South Fourth Street is proposed for vacation and conveyance to the subject property, the road will maintain a width of 65-ft., which is well above the minimum required by the Engineering Department. Maintaining this distance will continue to allow access for emergency and maintenance vehicles to the area. The applicant has also included a utility easement along the northeast side of the property.* ***Finds this criterion met.***

D. Dimensions. All dimensions, including density, mass, and height shall be established during the Project Review. A development application may request variations to any dimensional requirement of this Title. In meeting this standard, consideration shall be given to the following criteria:

1. There exists a significant community goal to be achieved through such variations.
2. The proposed dimensions represent a character suitable for and indicative of the primary uses of the project.

3. The project is compatible with or enhances the cohesiveness or distinctive identity of the neighborhood and surrounding development patterns, including the scale and massing of nearby historical or cultural resources.
4. The number of off-street parking spaces shall be established based on the probable number of cars to be operated by those using the proposed development and the nature of the proposed uses. The availability of public transit and other transportation facilities, including those pedestrian access and/or the commitment to utilize automobile disincentive techniques in the proposed development, and the potential for joint use of common parking may be considered when establishing a parking requirement.
5. The Project Review approval, at City Council's discretion, may include specific allowances for dimensional flexibility between Project Review and Detailed Review. Changes shall be subject to the amendment procedures of Section 26.445.110 – Amendments.

Staff Response: *The subject property is located within the Medium-Density Residential (R-6) zone district. The applicant is requesting a Planned Development overlay to memorialize setbacks and to clarify allowable Floor Area. Staff has included an analysis of what is required pursuant to underlying zoning compared to the dimensional parameters requested by the applicant.*

Setback Requirements in the R-6 Zone District			
	Existing	**Proposed**	**Required**
Side Yard (west side)	**8.5 ft.**	**5 ft.**	**5 ft.**
Side Yard (east side)	**13.9 ft.**	**5 ft.**	**5 ft.**
Combined Side Yard	**22.4 ft.**	**10 ft.**	**38.75 ft. (after land acquisition)**
Front Yard	**10 ft.**	**10 ft.**	**10 ft.**
Rear Yard	**10 ft.**	**10 ft.**	**10 ft.**

Floor Area Requirements of the R-6 Zone Districts		
Allowable Floor Area Now	**Allowable FA after land acquisition with reduction for steep slopes**	**Allowable FA after land acquisition & no reduction for steep slopes**
3,450 sq. ft.	**3,750 sq. ft.**	**3,810 sq. ft.**

Lastly, the applicant requests the ability by-right to meet affordable housing mitigation via payment of fee-in-lieu. Pursuant to the Land Use Code, the provision of affordable housing mitigation more

than 0.10 Full-Time Equivalents (FTEs) via a fee-in-lieu payment must be approved by City Council.

Although several requests for dimensional variations and affordable housing flexibility are requested within this application, Community Development believes that none of these requests will negatively impact the overall character of the neighborhood. By not deducting steep slopes from Floor Area calculations, the property gains approximately 60 sq. ft. of additional Floor Area from what would have been required from normal Floor Area calculations. It is unlikely that sixty additional square ft. will impact the cohesiveness or distinctive identity of the neighborhood or surrounding development patterns. The property will continue to be subject to all other standards prescribed within the R-6 zone district, including those relating to height, maximum site coverage and Residential Design Standards. There are no special requests related to the provision of off-street parking spaces. Upon consultation with the Parks Department, staff believes the community benefit of securing a Conservation Easement over 19.3 acres land outweighs the requests included in this application. ***Staff finds this criterion met.***

E. Design Standards. The design of the proposed development is compatible with the context and visual character of the area. In meeting this standard, the following criteria shall be used:

1. The design complies with applicable design standards, including those outlined in Chapter 26.410, Residential Design Standards, Chapter 26.412, Commercial Design Standards, and Chapter 26.415, Historic Preservation.
2. The proposed materials are compatible with those called for in any applicable design standards, as well as those typically seen in the immediate vicinity. Exterior materials are finalized during Detailed Review, but review boards may set forth certain expectations or conditions related to architectural character and exterior materials during Project Review.

Staff Responses: *There is no request for development included in this application. As previously mentioned, the subject property is currently improved with a single-family dwelling. Any proposals to redevelop the property in the future will be subject to review by staff.* ***Staff finds this criterion not applicable.***

F. Pedestrian, bicycle & transit facilities. The development improves pedestrian, bicycle, and transit facilities. These facilities and improvements shall be prioritized over vehicular facilities and improvements. Any vehicular access points, or curb cuts, minimize impacts on existing or proposed pedestrian, bicycle, and transit facilities. The City may require specific designs, mitigation techniques, and implementation timelines be defined as part of the Detailed Review and documented within a Development Agreement.

Staff Response: *The subject property is located adjacent to the terminus of South Fourth Street. This portion of the right-of-way provides vehicular access to the subject property, as well as the adjacent property at 431 W. Hopkins Ave, and non-motorized public access to the Midland Trail from Hopkins Avenue. The width of the road measures just over 75-ft. By vacating the westerly 10-ft. of street, 65-ft. of right-of-way would remain, which is well above the minimum standards required by the Engineering Department. Vehicular access to both properties and non-motorized access to the Midland Trail would remain.*

Staff finds this criterion met.

G. Engineering Design Standards. There has been accurate identification of engineering design and mitigation techniques necessary for development of the project to comply with the applicable requirements of Municipal Code Title 29 – Engineering Design Standards and the City of Aspen Urban Runoff Management Plan (URMP). The City Engineer may require specific designs, mitigation techniques, and implementation timelines be defined as part of the Detailed Review and documented within a Development Agreement.

Staff Response: *As previously mentioned, the southern terminus of South Fourth Street currently provides access to the subject property, as well as the adjacent property at 431 W. Hopkins Ave, and non-motorized public access to the Midland Trail from Hopkins Avenue. The width of the road measures just over 75-ft. By vacating the westerly 10-ft. of street, 65-ft. of right-of-way would remain, which is well above the minimum standards required by the Engineering Department. Vehicular access to both properties and non-motorized access to the Midland Trail would remain. By vacating the proposed lands, perpetual, unobstructed legal vehicular access will be maintained. No security or privacy gates are proposed.*
Staff finds this criterion met.

H. Public Infrastructure and Facilities. The proposed Planned Development shall upgrade public infrastructure and facilities necessary to serve the project. Improvements shall be at the sole costs of the developer. The City Engineer may require specific designs, mitigation techniques, and implementation timelines be defined as part of the Detailed Review and documented within a Development Agreement.

Staff Response: *The applicant has dedicated a utility easement on the northeast corner of the lot for installation, maintenance, repair and replacement of underground utility services, drainage improvements and an above-ground fire hydrant. Additionally, the applicant is working with the Parks Department to develop and maintain a landscape easement that would create a visual buffer between the subject property and the Midland Trail to minimize any visual impacts that might occur in the future. The easement would be located on City property and the applicant would be responsible for maintaining it according to the conditions established by the Parks Department.*

Staff finds this criterion met.

I. Access and Circulation. The proposed development shall have perpetual unobstructed legal vehicular access to a public way. A proposed Planned Development shall not eliminate or obstruct legal access from a public way to an adjacent property. All streets in a Planned Development retained under private ownership shall be dedicated to public use to ensure adequate public and emergency access. Security/privacy gates across access points and driveways are prohibited.

Staff Response: *The southern terminus of South Fourth Street currently provides access to the subject property, as well as the adjacent property at 431 W. Hopkins Ave, and non-motorized public access to the Midland Trail from Hopkins Avenue. The width of the road measures just over 75-ft. By vacating the westerly 10-ft. of street, 65-ft. of right-of-way would remain, which is well above the minimum standards required by the Engineering Department. Vehicular access to both properties and non-motorized access to the Midland Trail would remain. By vacating the proposed lands, perpetual, unobstructed legal vehicular access will be maintained. Additionally, the applicant has dedicated a utility easement on the northeast corner of the lot for installation, maintenance, repair and replacement of underground utility services, drainage*

improvements and an above-ground fire hydrant. No security or privacy gates are proposed. ***Staff finds this criterion to be met.***

Land Use Code Section 26.470.110. C, *Provision of Affordable Housing Via a Fee-in-Lieu Payment*

Provision of required affordable housing via a fee-in-lieu payment. The provision of affordable housing in excess of 0.10 Full-Time Equivalents (FTEs) via a fee-in-lieu payment, upon a recommendation from the Planning and Zoning Commission shall be approved, approved with conditions or denied by the City Council based on the following criteria:

1. The provision of affordable housing on site (on the same site as the project requiring such affordable housing) is impractical given the physical or legal parameters of the development or site or would be inconsistent with the character of the neighborhood in which the project is being developed.

   Staff response: *Affordable housing mitigation associated with the existing home on the subject property has been met via the development of off-site affordable housing. (It should be noted that the off-site housing is located on the adjacent Lot 2.) Upon acquiring City-owned lands, the subject property will gain additional development rights. Although no development is requested as part of this application, new development may be requested at any point in the future, thus triggering additional affordable housing mitigation. The application requests flexibility to meet future mitigation requirements via Cash-in-Lieu at the rate in effect at the time of a building permit application. According to the application, the provision of additional housing onsite is impractical given the dimensions of the land area being added. Although the purchase of affordable housing credits would generally be required if employee housing is not developed, staff believes that providing the flexibility to meet future mitigation via cash-in-lieu is warranted given the overall context of this application.*

   Staff finds this criterion met.

2. The applicant has made a reasonable good-faith effort in pursuit of providing the required affordable housing off site through construction of new dwelling units, the deed restriction of existing dwelling units to affordable housing status, or through the purchase of affordable housing certificates.

   Staff response: *As mentioned above, affordable housing associated with the existing home has been met via the development of off-site affordable housing located on Lot 2, adjacent to the subject property.*
   Staff finds this criterion met.

3. The applicant has made a reasonable good-faith effort in pursuit of providing the required affordable housing through the purchase and extinguishment of Certificates of Affordable Housing Credit.

   Staff response: *Although the purchase of affordable housing credits would generally be required if employee housing is not developed, staff believes that providing the flexibility to meet future mitigation via cash-in-lieu is warranted given the overall context of this application.*
   Staff finds this criterion met.

4. The proposal furthers affordable housing goals, and the fee-in-lieu payment will result in the near-term production of affordable housing units.

5. ***Staff response:*** *The City recently increased the cash-in-lieu rates required for affordable housing. The applicant has committed to paying cash-in-lieu at the rate required at the time of building permit to ensure compliance with current city code.*
6. ***Staff finds this criterion met.***

PRIDE OF ASPEN LAND EXCHANGE

AN APPLICATION INVOLVING MAJOR SUBDIVISION OF LAND AND RIGHT-OF-WAY VACATION, AMENDMENT TO THE ZONING MAP, ZONING VARIANCES & VESTED RIGHTS

PID# 2735-124-66-002

501 WEST HOPKINS AVENUE

JUNE 16, 2021

HAAS LAND PLANNING, LLC

420 EAST MAIN STREET, SUITE 220

ASPEN, CO 81611

E: MITCH@HLPASPEN.COM

O: (970) 925-7819 C: (970) 309-2773

R.D. Olson Investments II, LLC
520 Newport Center Drive, Suite 600
Newport Beach, CA 92660

July 1, 2021

City of Aspen
Community Development Department
130 South Galena Street, Third Floor
Aspen, Colorado 81611

Re: Pride of Aspen Land Exchange Application Amendment - Lot 1, Boomerang Lot Split Subdivision Exemption Plat, City of Aspen (501 W. Hopkins Avenue; Parcel ID No. 2735-124-66-002)

Ladies and Gentlemen:

On behalf of R.D. Olson Investments II, LLC (the Applicant), please accept this letter from our authorized representative, Mitch Haas of Haas Land Planning, LLC as a formal addendum requesting a change to the submitted application. Rather than move forward with the requested variances, we instead ask that the rezoning request include all affected lands (Lot 1 of the Boomerang Lot Split and the City exchange parcels) such that a Planned Development (PD) Overlay be put into place on the requested underlying zoning of R-6. With this, we ask that the Community Development Director waive the 27,000 square foot lot area requirement for instituting the PD overlay and that the previously proposed variances be withdrawn and instead be processed as PD variations.

Please contact the undersigned with any questions.

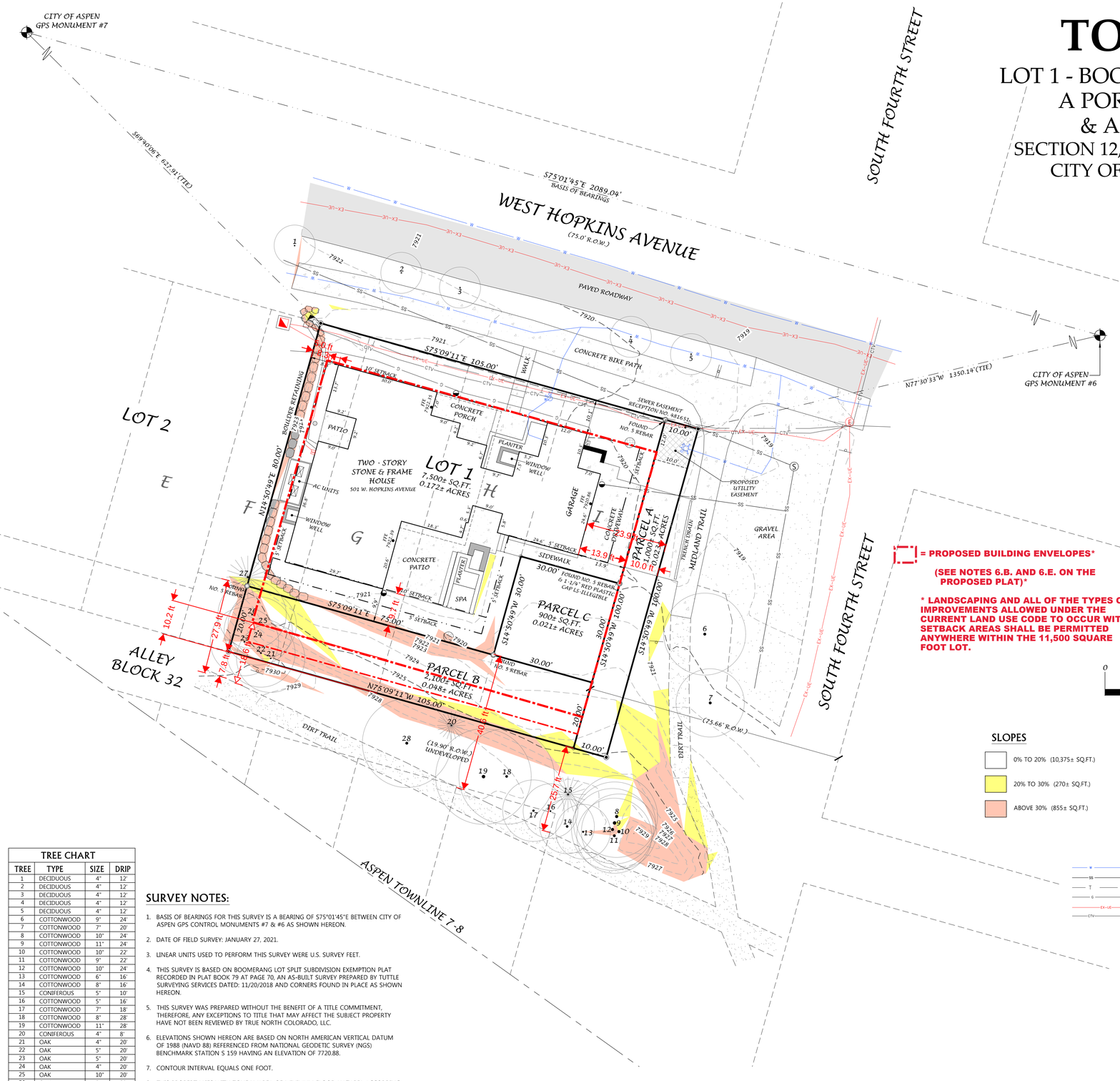
HAAS LAND PLANNING, LLC

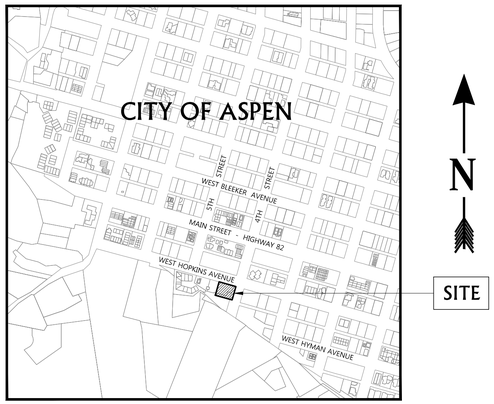
Mitch Haas,
Owner/President

IMPROVEMENT & TOPOGRAPHIC SURVEY

LOT 1 - BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION, A PORTION OF FOURTH STREET RIGHT-OF-WAY & ASSOCIATED CITY OF ASPEN PROPERTIES

SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PM
CITY OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO





VICINITY MAP
SCALE: 1" = 500'

= PROPOSED BUILDING ENVELOPES*

(SEE NOTES 6.B. AND 6.E. ON THE PROPOSED PLAT)*

*** LANDSCAPING AND ALL OF THE TYPES OF IMPROVEMENTS ALLOWED UNDER THE CURRENT LAND USE CODE TO OCCUR WITHIN SETBACK AREAS SHALL BE PERMITTED ANYWHERE WITHIN THE 11,500 SQUARE FOOT LOT.**

N

0 7.5' 15' 30'

SCALE: 1" = 15'

SLOPES

- 0% TO 20% (10,375± SQ.FT.)
- 20% TO 30% (270± SQ.FT.)
- ABOVE 30% (855± SQ.FT.)

LEGEND

- ELECTRICAL TRANSFORMER
- ELECTRICAL METER
- GAS METER
- TELEPHONE PEDESTAL
- CATV PEDESTAL
- FIRE HYDRANT
- WATER SHUTOFF
- SANITARY MANHOLE
- CLEAN-OUT
- ELECTRIC VAULT
- WATER LINE
- SEWER LINE
- TELEPHONE LINE
- GAS LINE
- ELECTRIC LINE
- CATV LINE

PROPERTY DESCRIPTIONS:

LOT 1
BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION
ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 2006 IN PLAT BOOK 79 AT PAGE 70.

COUNTY OF PITKIN
STATE OF COLORADO

PARCEL A
THE WEST 10 FEET OF SOUTH FOURTH STREET LYING IMMEDIATELY ADJACENT TO LOT I, BLOCK 32, CITY AND TOWNSITE OF ASPEN.

PARCEL B
THE SOUTH 20 FEET OF THE EAST HALF OF LOT F, THE SOUTH 20 FEET OF LOTS G, H & I, ALL IN BLOCK 32, CITY AND TOWNSITE OF ASPEN.

PARCEL C
THE SOUTH 30 FEET OF THE NORTH 80 FEET OF LOT I, BLOCK 32 OF THE CITY AND TOWNSITE OF ASPEN.

SURVEYOR'S CERTIFICATION

I, RODNEY P. KISER, HEREBY CERTIFY TO CITY OF ASPEN AND R.D. OLSON, THAT THIS IS AN "IMPROVEMENT SURVEY PLAT" AS DEFINED BY C.R.S.38-51-102(9) AND THAT IT IS A MONUMENTED LAND SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE, SHOWING THE LOCATION OF ALL STRUCTURES, VISIBLE UTILITIES, FENCES, HEDGES, OR WALLS SITUATED ON THE DESCRIBED PARCEL AND WITHIN FIVE FEET OF ALL BOUNDARIES OF SUCH PARCEL, ANY CONFLICTING BOUNDARY EVIDENCE OR VISIBLE ENCROACHMENTS, AND ALL EASEMENTS, UNDERGROUND UTILITIES, AND TUNNELS DESCRIBED IN THE (TITLE COMPANY NAME) COMMITMENT FOR TITLE INSURANCE COMMITMENT NO. (NUMBER), OR OTHER SOURCES AS SPECIFIED ON THE IMPROVEMENT SURVEY PLAT.

RODNEY P. KISER
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38215

TREE CHART

TREE	TYPE	SIZE	DRIP
1	DECIDUOUS	4"	12'
2	DECIDUOUS	4"	12'
3	DECIDUOUS	4"	12'
4	DECIDUOUS	4"	12'
5	DECIDUOUS	4"	12'
6	COTTONWOOD	9"	24'
7	COTTONWOOD	7"	20'
8	COTTONWOOD	10"	24'
9	COTTONWOOD	11"	24'
10	COTTONWOOD	10"	22'
11	COTTONWOOD	9"	22'
12	COTTONWOOD	10"	24'
13	COTTONWOOD	6"	16'
14	COTTONWOOD	8"	16'
15	CONIFEROUS	5"	10'
16	COTTONWOOD	5"	16'
17	COTTONWOOD	7"	18'
18	COTTONWOOD	8"	28'
19	COTTONWOOD	11"	28'
20	CONIFEROUS	4"	8'
21	OAK	4"	20'
22	OAK	5"	20'
23	OAK	5"	20'
24	OAK	4"	20'
25	OAK	10"	20'
26	OAK	5"	20'
27	CONIFEROUS	5"	12'
28	COTTONWOOD	9"	26'

SURVEY NOTES:

1. BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF S75°01'45"E BETWEEN CITY OF ASPEN GPS CONTROL MONUMENTS #7 & #6 AS SHOWN HEREON.
2. DATE OF FIELD SURVEY: JANUARY 27, 2021.
3. LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
4. THIS SURVEY IS BASED ON BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION PLAT RECORDED IN PLAT BOOK 79 AT PAGE 70, AN AS-BUILT SURVEY PREPARED BY TUTTLE SURVEYING SERVICES DATED: 11/20/2018 AND CORNERS FOUND IN PLACE AS SHOWN HEREON.
5. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE, ANY EXCEPTIONS TO TITLE THAT MAY AFFECT THE SUBJECT PROPERTY HAVE NOT BEEN REVIEWED BY TRUE NORTH COLORADO, LLC.
6. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) REFERENCED FROM NATIONAL GEODETIC SURVEY (NGS) BENCHMARK STATION S 159 HAVING AN ELEVATION OF 7720.88.
7. CONTOUR INTERVAL EQUALS ONE FOOT.
8. THIS PROPERTY LIES WITH ZONE X (AREA OF MINIMUM FLOOD HAZARD) ACCORDING TO FEMA FIRM MAP COMMUNITY PANEL NO. 08097C0354E WITH AN EFFECTIVE DATE OF AUGUST 15, 2019.

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 CERTIFICATION SHOWN HEREON.

TRUE NORTH COLORADO
A LAND SURVEYING AND MAPPING COMPANY

R.D. OLSON INVESTMENTS II
IMPROVEMENT & TOPOGRAPHIC SURVEY
501 W. HOPKINS AVENUE - ASPEN
COUNTY OF PITKIN - STATE OF COLORADO

FOR PRELIMINARY REVIEW

TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 386 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2021-100	DRAWN: RPK
DATE: May 12, 2021	SURVEYED: DJB-GBL

SHEET 1 OF 1

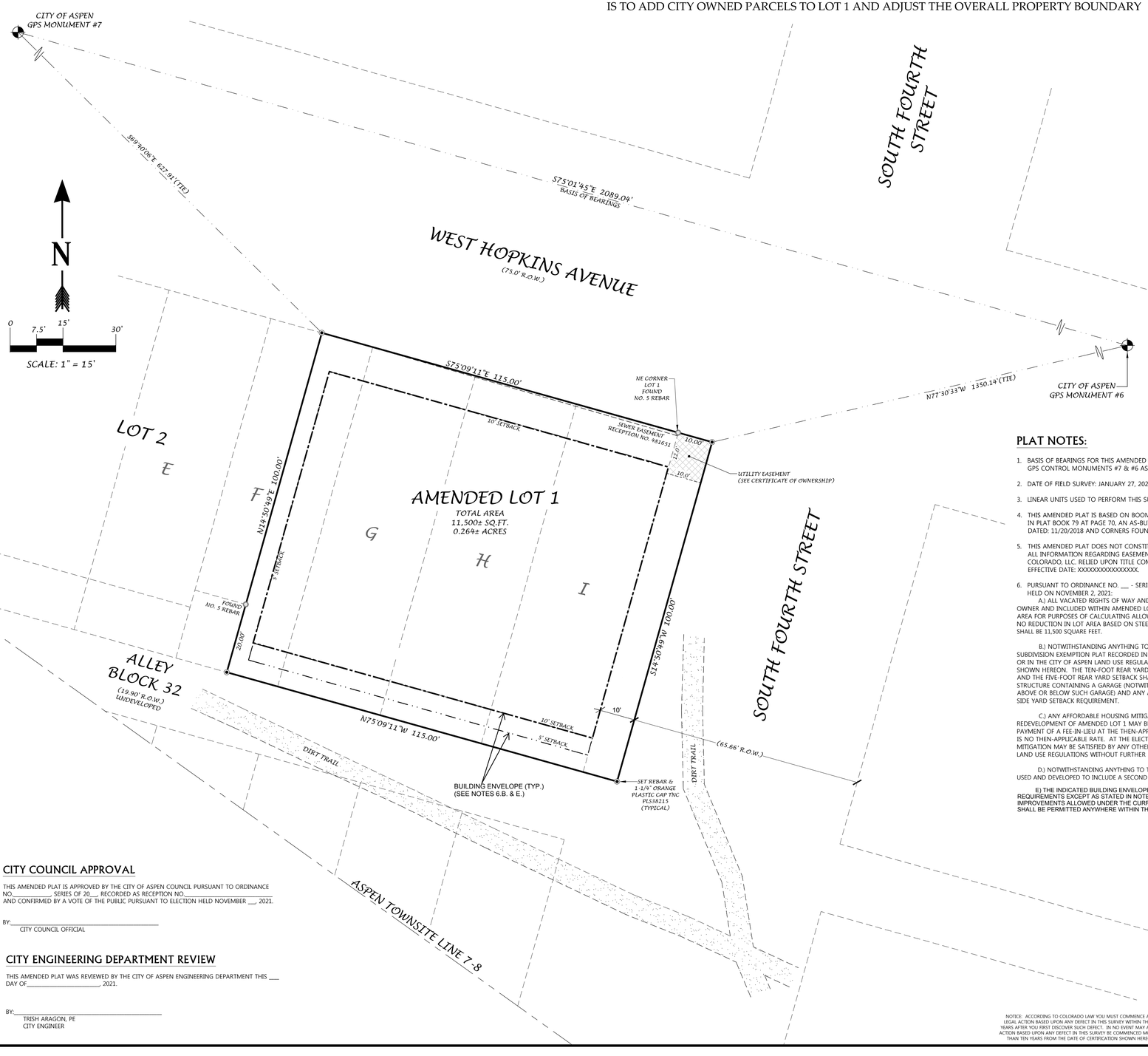
EXHIBIT 5

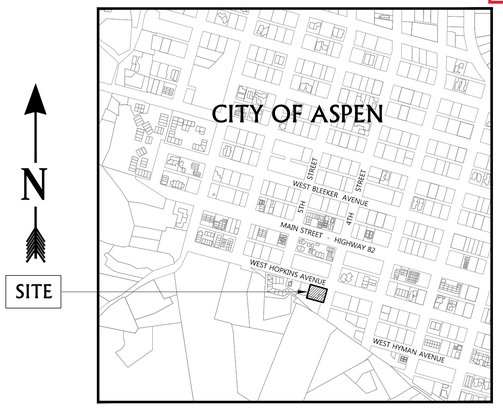
AMENDED PLAT

LOT 1 - BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION

SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PM
CITY OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO

PURPOSE STATEMENT: THE PURPOSE OF THIS AMENDED PLAT OF LOT 1 BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION IS TO ADD CITY OWNED PARCELS TO LOT 1 AND ADJUST THE OVERALL PROPERTY BOUNDARY





VICINITY MAP
SCALE: 1" = 500'

CERTIFICATE OF OWNERSHIP

THE UNDERSIGNED, R D OLSON INVESTMENTS II, LLC AS OWNER OF AMENDED LOT 1, AS SHOWN HEREON, AND DESCRIBED AS THE EASTERN ONE-HALF OF LOT F, AND LOTS G, H & I, BLOCK 32, CITY AND TOWNSITE OF ASPEN, TOGETHER WITH THE WESTERN 10 FEET OF SOUTH FOURTH STREET IMMEDIATELY ADJACENT TO SUCH LOT I, BLOCK 32, CITY AND TOWNSITE OF ASPEN DOES HEREBY COMBINE SUCH PROPERTY INTO AMENDED LOT 1, BOOMERANG LOT SPLIT SUBDIVISION."

CONTAINING 0.172 ACRES, MORE OR LESS, DOES HEREBY ACKNOWLEDGE THIS AMENDED PLAT; AND DOES HEREBY DEDICATE TO THE PUBLIC UTILITY SERVICE PROVIDERS THE UTILITY EASEMENT SHOWN HEREON FOR INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF UNDERGROUND UTILITY SERVICES, DRAINAGE IMPROVEMENTS AND AN ABOVE-GROUND FIRE HYDRANT, AND FOR ACCESS TO THE SAME.

R D OLSON INVESTMENTS II LLC
520 NEWPORT CENTER DR #600
NEWPORT BEACH, CA 92660

BY:_____
MANAGER

STATE OF COLORADO)
) SS
COUNTY OF PITKIN)

THE FOREGOING AMENDED PLAT WAS EXECUTED AND ACKNOWLEDGED BEFORE ME ON _____, 2021 BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

PLAT NOTES:

1. BASIS OF BEARINGS FOR THIS AMENDED PLAT IS A BEARING OF S75°01'45"E BETWEEN CITY OF ASPEN GPS CONTROL MONUMENTS #7 & #6 AS SHOWN HEREON.
2. DATE OF FIELD SURVEY: JANUARY 27, 2021.
3. LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
4. THIS AMENDED PLAT IS BASED ON BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION PLAT RECORDED IN PLAT BOOK 79 AT PAGE 70, AN AS-BUILT SURVEY PREPARED BY TUTTLE SURVEYING SERVICES DATED: 11/20/2018 AND CORNERS FOUND IN PLACE AS SHOWN HEREON.
5. THIS AMENDED PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY TRUE NORTH COLORADO, LLC FOR ALL INFORMATION REGARDING EASEMENT, RIGHTS-OF-WAY AND/OR TITLE OF RECORD, TRUE NORTH COLORADO, LLC. RELIED UPON TITLE COMMITMENT NO. XXXXXXXXXXX ISSUED BY XXXXXXXXXXXX, EFFECTIVE DATE: XXXXXXXXXXXXXX.
6. PURSUANT TO ORDINANCE NO. __ - SERIES OF 2021, AND AS CONFIRMED BY VOTE OF THE PUBLIC HELD ON NOVEMBER 2, 2021:

A.) ALL VACATED RIGHTS OF WAY AND OTHER LANDS TRANSFERRED BY THE CITY OF ASPEN TO THE OWNER AND INCLUDED WITHIN AMENDED LOT 1 AS SHOWN HEREON SHALL BE INCLUDED IN THE LOT AREA FOR PURPOSES OF CALCULATING ALLOWABLE FLOOR AREA ON THE PROPERTY AND THERE SHALL BE NO REDUCTION IN LOT AREA BASED ON STEEP SLOPES. AS SUCH, THE NET LOT AREA FOR AMENDED LOT 1 SHALL BE 11,500 SQUARE FEET.

B.) NOTWITHSTANDING ANYTHING TO THE CONTRARY ON THE BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION PLAT RECORDED IN PLAT BOOK 79 AT PAGE 70 OF THE PITKIN COUNTY RECORDS OR IN THE CITY OF ASPEN LAND USE REGULATIONS, SETBACKS FOR AMENDED LOT 1 SHALL BE AS SHOWN HEREON. THE TEN-FOOT REAR YARD SETBACK SHALL BE APPLICABLE TO PRINCIPAL STRUCTURES AND THE FIVE-FOOT REAR YARD SETBACK SHALL BE APPLICABLE TO ANY PORTION OF A PRINCIPAL STRUCTURE CONTAINING A GARAGE (NOTWITHSTANDING THE FACT LIVING FACILITIES MAY BE BUILT ABOVE OR BELOW SUCH GARAGE) AND ANY ACCESSORY STRUCTURES. THERE SHALL BE NO COMBINED SIDE YARD SETBACK REQUIREMENT.

C.) ANY AFFORDABLE HOUSING MITIGATION ASSOCIATED WITH THE DEVELOPMENT OR REDEVELOPMENT OF AMENDED LOT 1 MAY BE SATISFIED WITHOUT ANY FURTHER PROCESS OR REVIEW BY PAYMENT OF A FEE-IN-LIEU AT THE THEN-APPLICABLE RATE OR THE THEN-LAST-APPLICABLE RATE IF THERE IS NO THEN-APPLICABLE RATE. AT THE ELECTION OF THE OWNER, ANY SUCH AFFORDABLE HOUSING MITIGATION MAY BE SATISFIED BY ANY OTHER METHOD THAT IS THEN ALLOWED IN THE CITY OF ASPEN LAND USE REGULATIONS WITHOUT FURTHER REVIEW.

D.) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN PRIOR APPROVALS, AMENDED LOT 1 MAY BE USED AND DEVELOPED TO INCLUDE A SECOND RESIDENTIAL DWELLING.

E.) THE INDICATED BUILDING ENVELOPE LINES REPLACE AND SUPERSEDE BUILDING SETBACK REQUIREMENTS EXCEPT AS STATED IN NOTE 6.B., ABOVE. LANDSCAPING AND ALL OF THE TYPES OF IMPROVEMENTS ALLOWED UNDER THE CURRENT LAND USE CODE TO OCCUR WITHIN SETBACK AREAS SHALL BE PERMITTED ANYWHERE WITHIN THE 11,500 SQUARE FOOT LOT.

COMMUNITY DEVELOPMENT DIRECTOR APPROVAL

THIS AMENDED PLAT IS APPROVED BY THE CITY OF ASPEN COMMUNITY DEVELOPMENT DIRECTOR THIS _____ DAY OF_____, 2021.

BY:_____
PHILLIP SUPINO - DIRECTOR
COMMUNITY DEVELOPMENT

CLERK & RECORDER CERTIFICATE

THIS AMENDED PLAT OF LOT 1, BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION HAS BEEN ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF PITKIN COUNTY, COLORADO ON THIS _____ DAY OF _____, 2021, IN PLAT BOOK _____ AT PAGE _____ AS RECEPTION NO. _____.

_____
CLERK & RECORDER

BY: _____
DEPUTY

SURVEYOR'S CERTIFICATION

I, RODNEY P. KISER, A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE PREPARED THE AMENDED PLAT OF LOT 1, BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION, THAT THAT LOCATION OF THE OUTSIDE BOUNDARY AND OTHER FEATURES ARE ACCURATELY AND CORRECTLY SHOWN HEREON, THAT THE SAME ARE BASED ON A FIELD SURVEY PERFORMED JANUARY 27, 2021 UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE AND THAT THE PLATTED SITE CONFORMS TO THOSE STAKED ON THE GROUND.

IN WITNESS THEREOF, I HAVE SET MY HAND AND SEAL THIS ____ DAY OF _____, 2021.

_____
RODNEY P. KISER
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38215

CITY COUNCIL APPROVAL

THIS AMENDED PLAT IS APPROVED BY THE CITY OF ASPEN COUNCIL PURSUANT TO ORDINANCE NO._____, SERIES OF 20__, RECORDED AS RECEPTION NO._____ AND CONFIRMED BY A VOTE OF THE PUBLIC PURSUANT TO ELECTION HELD NOVEMBER __, 2021.

BY:_____
CITY COUNCIL OFFICIAL

CITY ENGINEERING DEPARTMENT REVIEW

THIS AMENDED PLAT WAS REVIEWED BY THE CITY OF ASPEN ENGINEERING DEPARTMENT THIS ___ DAY OF_____, 2021.

BY:_____
TRISH ARAGON, PE
CITY ENGINEER

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 CERTIFICATION SHOWN HEREON.

TRUE NORTH COLORADO
A LAND SURVEYING AND MAPPING COMPANY

R.D. OLSON INVESTMENTS II
AMENDED PLAT - LOT 1 BOOMERANG
501 W. HOPKINS AVENUE - ASPEN
COUNTY OF PITKIN - STATE OF COLORADO

FOR PRELIMINARY REVIEW

TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 386 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2021-100	DRAWN: RPK	SHEET: 1 OF 1
DATE: May 12, 2021	SURVEYED: DJB-GBL	

PRIDE OF ASPEN LAND EXCHANGE – 501 WEST HOPKINS AVENUE

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EXHIBITS:

- **Exhibit 1:** Pre-Application Conference Summary
- **Exhibit 2:** Required Forms:
  - **A.** Land Use Application Form
  - **B.** Dimensional Requirements Form
  - **C.** HOA Compliance Form
  - **D.** Agreement to Pay Application Fees
- **Exhibit 3:** Existing Conditions
  - **A.** Vicinity Maps
  - **B.** GIS Parcel Reports
  - **C.** Improvement & Topographic Survey
- **Exhibit 4:** Previous Approval Documents
  - **A.** Boomerang Lot Split Subdivision Exemption Plat (Book 79 at Page 70)
  - **B.** Ordinance No. 6, Series of 2006 (Reception No. 525368)
  - **C.** Subdivision Exemption Agreement - Boomerang Lot Split (Reception No. 525369)
- **Exhibit 5:** Proposed Amended Plat
- **Exhibit 6:** Proposed Right-Of-Way Vacation Plat
- **Exhibit 7:** Proposed Zoning Amendment Exhibit Map
- **Exhibit 8:** Proposed Yard & Landscape Easement Agreement and Exhibit Map
- **Exhibit 9:** Proposed Deed of Conservation Easement and Exhibit Map
- **Exhibit 10:** Studies and Reports About Proposed Conservation Easement Lands
- **Exhibit 11:** Proof of the Applicant's Ownership
- **Exhibit 12:** Authorization for Haas Land Planning, LLC
- **Exhibit 13:** Public Notice Mailing List

PRIDE OF ASPEN LAND EXCHANGE APPLICATION

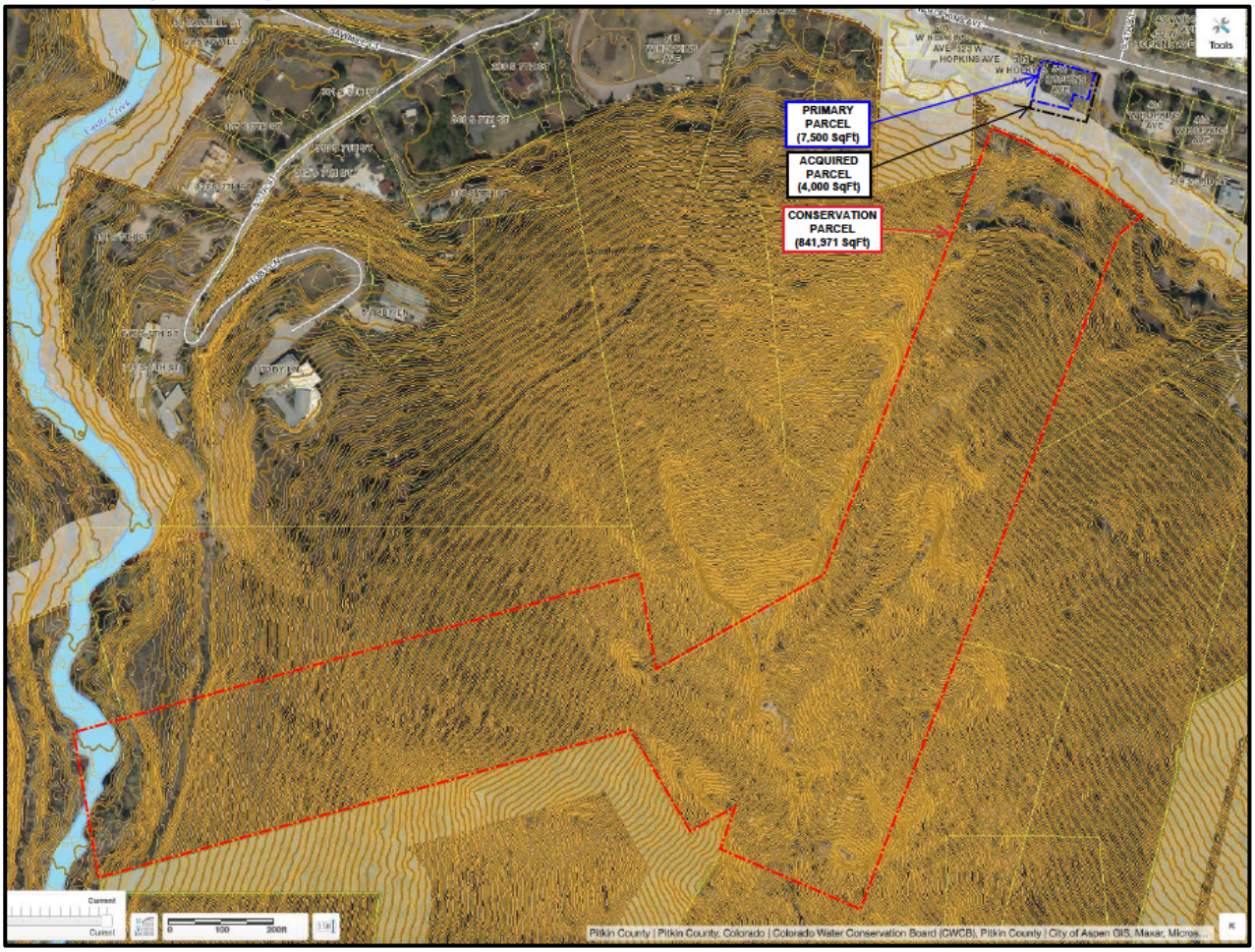
I. INTRODUCTION

PRIMARY PARCEL:	
Parcel ID:	**2735·124·66·002**
Owner Name:	R.D. Olson Investments II, LLC
Address:	501 West Hopkins Avenue, Aspen
Legal Description:	Lot 1, Boomerang Lot Split Subdivision Exemption Plat, City of Aspen, Pitkin County, Colorado
Zone District:	Medium-Density Residential (R-6)
Lot Size:	7,500 Sq. Ft. (0.172 acres +/-)
ACQUIRED PARCEL:	
Parcel ID:	**Not Applicable**
Owner Name:	City of Aspen
Address:	Not Applicable
Legal Description:	A PARCEL OF LAND SITUATED IN BLOCK 32, CITY AND TOWNSITE OF ASPEN AND WITHIN SECTION 10, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION PLAT RECORDED IN PLAT BOOK 79 AT PAGE 70 IN THE PITKIN COUNTY CLERK AND RECORDER'S OFFICE; THENCE S75°09'11"E A DISTANCE OF 10.00 FEET; THENCE S14°50'49"W A DISTANCE OF 100.00 FEET; THENCE N75°09'11"W A DISTANCE OF 115.00 FEET; THENCE N14°50'49"E A DISTANCE OF 20.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S75°09'11"E ALONG THE SOUTH LINE OF LOT 1 A DISTANCE OF 75.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N14°50'49"E ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 30.00 FEET TO AN ANGLE POINT ALONG THE EAST LINE OF SAID LOT 1; THENCE CONTINUING ALONG THE EAST LINE OF SAID LOT 1 S75°09'11"E A DISTANCE OF 30.00 FEET TO AN ANGLE POINT ALONG THE EAST LINE OF SAID LOT 1; THENCE N4°50'49"E ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINS 4,000 SQUARE FEET (0.092 ACRES), MORE OR LESS.
Zone District:	Park (P)
Lot Size:	4,000 Sq. Ft. (0.092 acres +/-)
CONSERVATION PARCEL:	
Parcel ID:	**2735·124·00·005**
Owner Name:	R.D. Olson Investments II, LLC
Address:	Not Applicable (Fourth Street)
Legal Description:	M&B in T10, R85 S13 and 12 (See Conservation Easement Exhibit)
Zone District:	Pitkin County R-15, AR-10, TR-1 and RR
Lot Size:	841,971 Sq. Ft. +/- (19.329 acres +/-)

This application seeks the necessary land use approvals to enable a proposed land exchange between the Applicant (R.D. Olson Investments, LLC) and the City of Aspen. In its most basic terms, with details further explained later herein, the Applicant owns Lot 1 of the Boomerang Lot Split Subdivision Exemption Plat and would be acquiring 4,000 square feet of City-owned property to add to his lot. In exchange, the Applicant will dedicate to the City of Aspen and Pitkin County, jointly, a 19.329-acre conservation easement that allows for maintenance and development of trails. The final terms of the exchange and, in turn, of any approvals obtained pursuant to this application will be spelled out in an ordinance, which will be subject to a public vote of the City of Aspen electorate to be held November 2, 2021.

Legal access is gained by direct connection from the existing driveway to South Fourth Street. The property's general location relative to the surrounding area is shown on the Vicinity Map below.

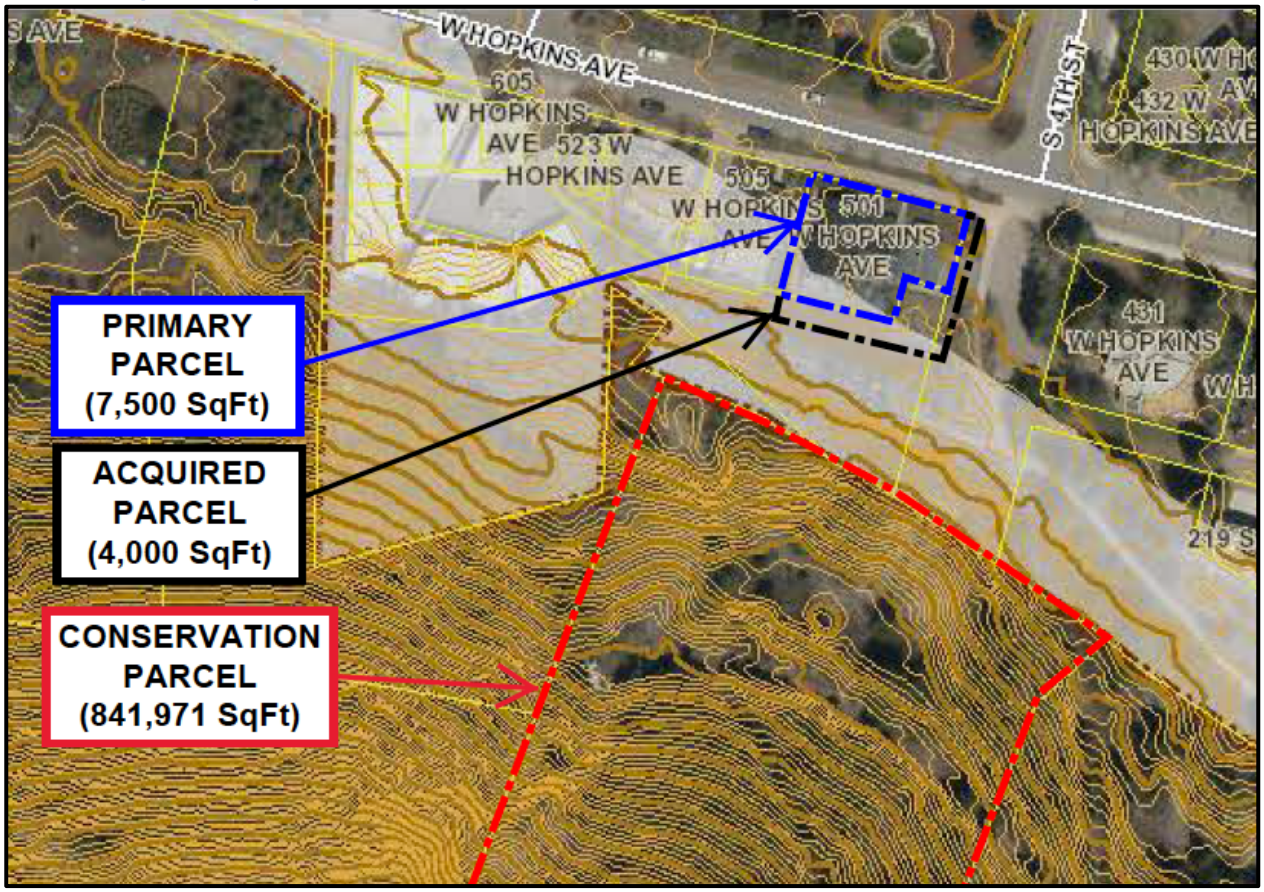
VICINITY MAP (OVERVIEW):



The topographic Vicinity Map pasted above provides an understanding of the relative scale of the properties involved. The parcel proposed for acquisition by the Applicant and addition to his existing lot is 0.5% of the size of the conservation easement being offered in exchange to the City and County. The Applicant's final resulting lot size of 11,500 square feet, by comparison, would still be less than only 1.4% of the size of the conservation easement to be granted.

While the Vicinity Map above demonstrates the relative scale of properties involved, a blow-up image is provided below to provide a better understanding of the site location at the southwest corner of West Hopkins Avenue and the South 4th Street stub, with the conservation easement area located above/south of the Midland Trail and the primary and acquired parcels residing just below/north of the trail.

VICINITY MAP (BLOW-UP):



This application is submitted pursuant to the following sections of the ***Aspen Land Use Code*** (the Code): 26.304, Common Development Review Procedures; 26.304.035, Neighborhood Outreach; 26.308, Vested Rights Extension; 26.310, Amendments to the Land Use Code and Zoning Map; 26.314.040(A), Variances – Dimensional Requirements; 26.470.110(C), GMQS- Provision of Required Affordable Housing Via Fee-In-Lieu Payment; 26.480.030(C), Procedures for Review – Major Subdivisions; 26.490, Approval Documents – For Plat Requirements; 25.575.020, Calculations and Measurements; and 26.710.040, Zone Districts, Medium-Density Residential (R-6).

The application, submitted by R.D. Olson Investments II, LLC (owner of the primary parcel and hereinafter "the Applicant"), is divided into five sections. This Section provides a brief introduction while Section II furnishes background on the existing conditions of the property. The proposed development is described in detailed in Section III. Section IV identifies the relevant review criteria of the Code and provides responses demonstrating compliance and/or consistency with each standard, as applicable. Section V provides a brief summary.

For the reviewer's convenience, all pertinent supporting documents are provided in the various exhibits to the application, including the following:

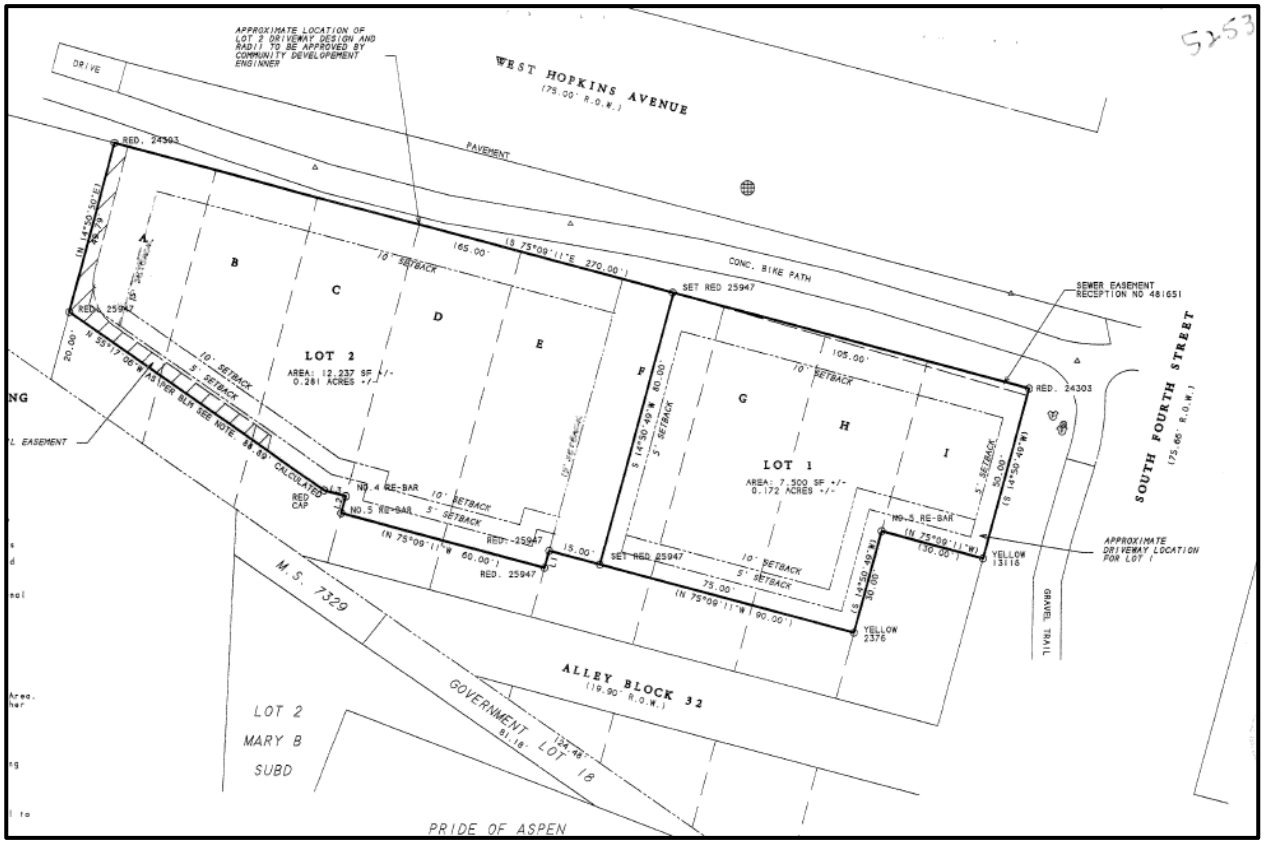
- **Exhibit 1:** Pre-Application Conference Summary
- **Exhibit 2:** Required Forms:
  - **A.** Land Use Application Form
  - **B.** Dimensional Requirements Form
  - **C.** HOA Compliance Form
  - **D.** Agreement to Pay Application Fees
- **Exhibit 3:** Existing Conditions
  - **A.** Vicinity Maps
  - **B.** GIS Parcel Reports
  - **C.** Improvement & Topographic Survey
- **Exhibit 4:** Previous Approval Documents
  - **A.** Boomerang Lot Split Subdivision Exemption Plat (Book 79 at Page 70)
  - **B.** Ordinance No. 6, Series of 2006 (Reception No. 525368)
  - **C.** Subdivision Exemption Agreement for The Boomerang Lot Split (Reception No. 525369)
- **Exhibit 5:** Proposed Amended Plat
- **Exhibit 6:** Proposed Right-Of-Way Vacation Plat
- **Exhibit 7:** Proposed Zoning Amendment Exhibit Map
- **Exhibit 8:** Proposed Yard & Landscape Easement Agreement and Exhibit Map
- **Exhibit 9:** Proposed Deed of Conservation Easement and Exhibit Map
- **Exhibit 10:** Studies and Reports About Proposed Conservation Easement Lands
- **Exhibit 11:** Proof of the Applicant's ownership (Bargain and Sale Deed, Assessor's Page, and Statement of Authority)
- **Exhibit 12:** Authorization for Haas Land Planning, LLC, (HLP) to represent the property owner for this application
- **Exhibit 13:** A list of property owners within a 300-foot radius and their mailing addresses of record

While the Applicant has attempted to address all relevant provisions of the Code and provide sufficient information to enable a thorough evaluation, questions may arise which require further information and/or clarification. Upon request, HLP will provide such additional information as may be required during the review.

II. BACKGROUND/EXISTING CONDITIONS

The Primary Parcel was created with the June 16, 2006 recording of the Boomerang Lot Spit Subdivision Exemption Plat in Book 79 at Page 70, Reception Number 525370, of the records of the Pitkin County Clerk and Recorder ("the Plat"). The Applicant's property is the 7,500 square foot Lot 1. The enabling subdivision exemption/lot split approval was granted by the Aspen City Council on April 10, 2006 pursuant to Ordinance Number 6 (Series of 2006), recorded as Reception No. 525368 ("the Ordinance"). The Ordinance and associated Plat established Lot 1 as a 7,500 square foot, Medium-Density Residential (R-6) lot. Concurrent with the Plat recording, an associated Subdivision Exemption Agreement was recorded as Reception Number 525369 ("the SEA"). Pasted below is a screenshot from the Plat:

BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION PLAT EXCERPT:

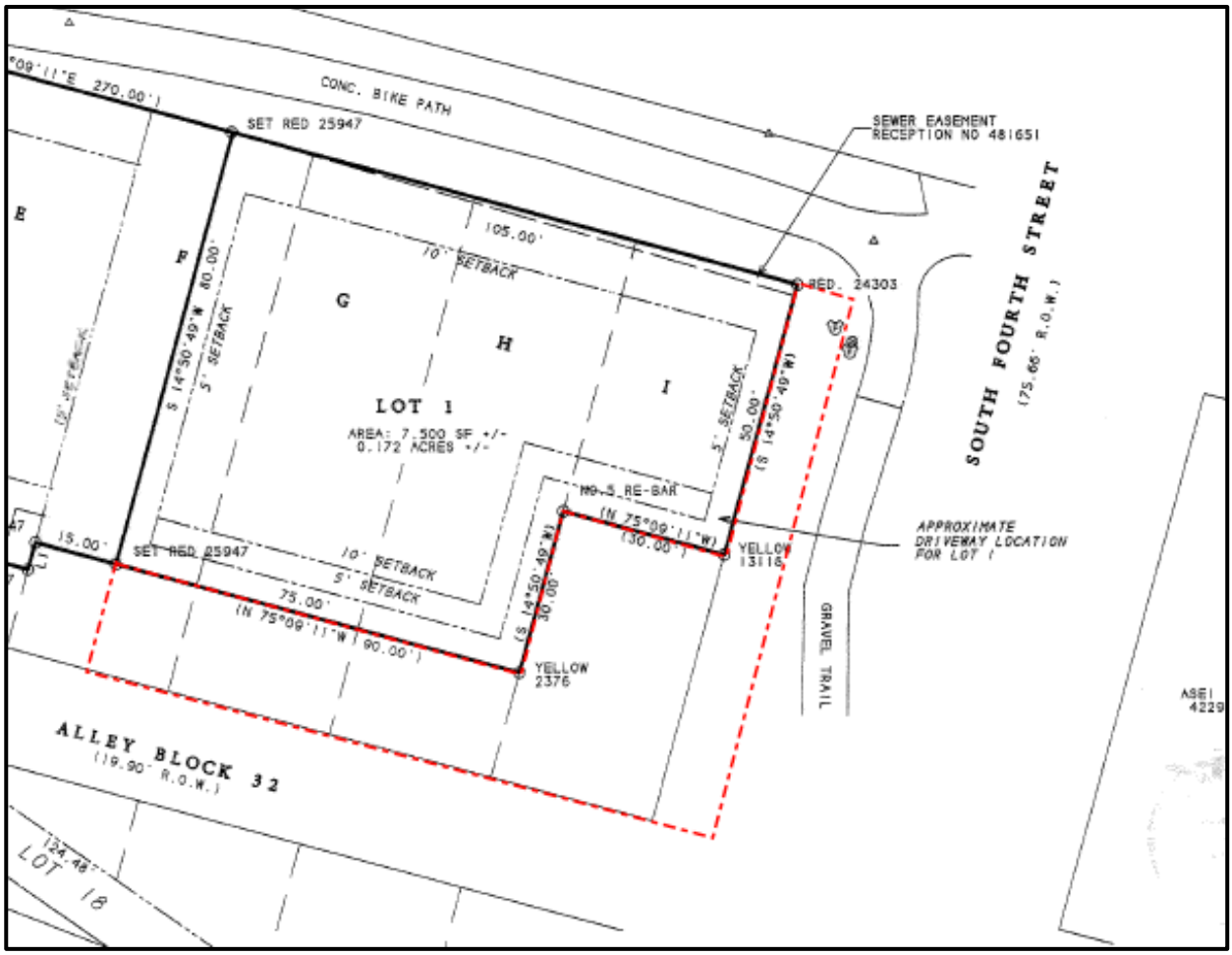


Per the Ordinance, Plat and SEA (together, "the Approvals"), Lot 1 was limited to one (1) single-family dwelling unit, with or without permitted accessory structures, subject to the use and dimensional requirements of the R-6 Zone District. That said, the Approvals provide that the owner of Lot 1 has the rights afforded under the Land Use Code to request variances from the dimensional requirements of the zone district from an entity with the authority to hear and decide such requests. A "for sale" ADU/Carriage House of between

750 and 1,200 square feet of net livable area was built on Lot 2 and serves as complete employee housing mitigation for the home developed on the subject Lot 1. Similarly, all impact fees, including but not limited to Park Development and School Land Dedication Fees were paid at the time of building permit issuance.

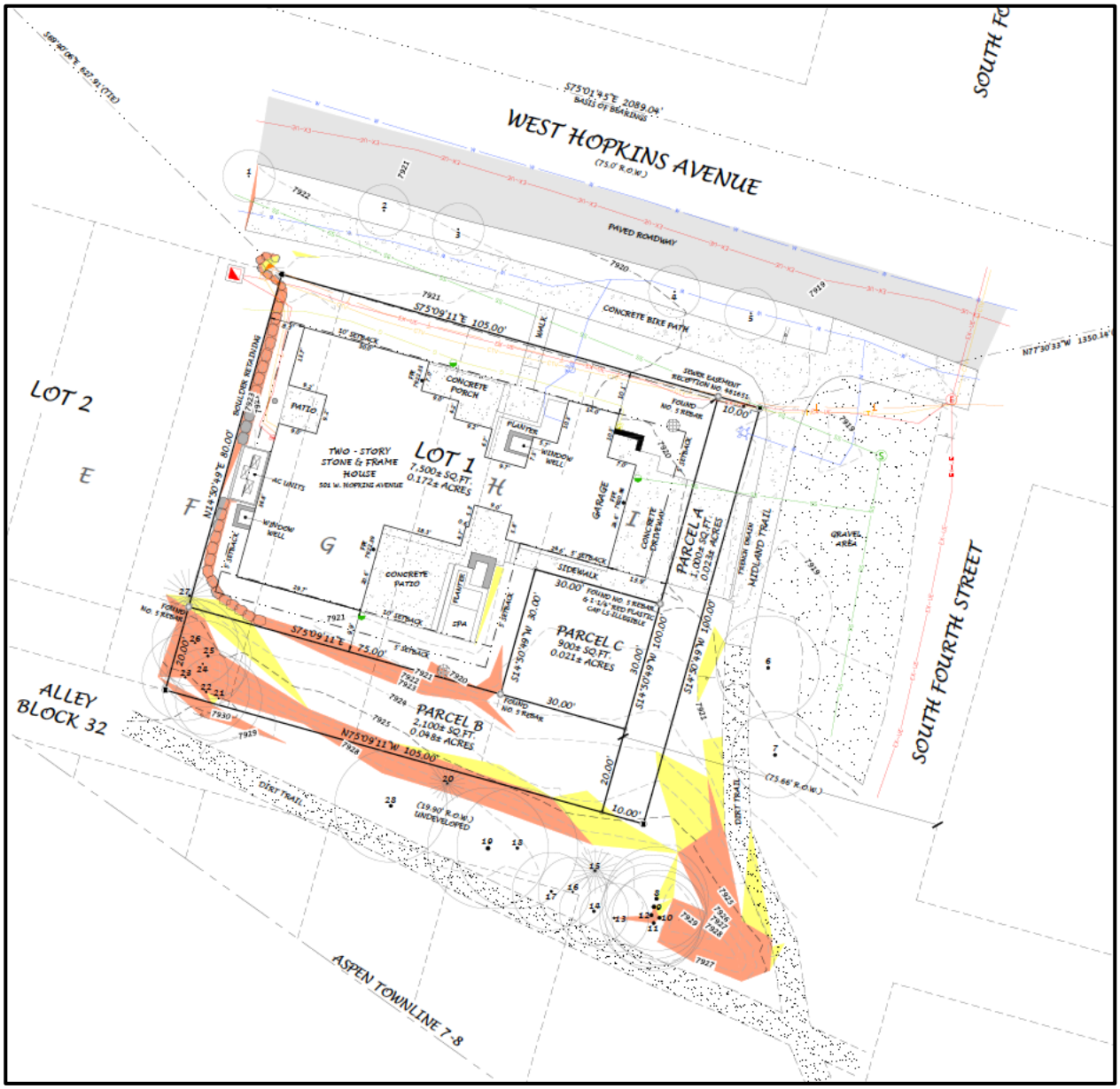
The 4,000 square feet in gross of City-owned, Park (P) zoned lands to be added to the Applicant's lot in exchange for the Deed of Conservation Easement are visible on the recorded Plat and outlined by dashed red lines on the image pasted below.

PLAT EXCERPT WITH PROPOSED CITY-OWNED EXCHANGE LANDS OUTLINED IN RED:



The existing development on the subject Lot 1, as well as the current disposition of the City-owned exchange lands, is depicted on the Improvement & Topographic Survey provided in Exhibit 3.C. The 4,000 square feet of City-owned exchange lands are made up of three parts, depicted on the Improvement & Topographic Survey as Parcels A, B and C. Pasted below is a screenshot from the Improvement & Topographic Survey depicting all existing improvements, utilities, topography and slope analysis (white is 0-20% slopes; yellow is 20-30% slopes and orange is greater than 30% slopes) on the Applicant's Lot and the three City-owned exchange parcels:

IMPROVEMENT & TOPOGRAPHIC SURVEY EXCERPT:



Parcel A is the westerly ten (10) feet of the 75.66-foot wide South Fourth Street right-of-way. Parcels B and C are understood to be separately owned by the City of Aspen, perhaps where either or both are owned by the Parks Department in particular. The City Attorney advises that bestowing ownership of Parcels B and C to a private party requires approval by a vote of the City electorate.

As the Improvement & Topographic Survey shows, pursuant to the Approvals, a single-family home has been built and issued a Certificate of Occupancy on the subject Lot 1. The home utilized the maximum allowable floor area with the extinguishing of a single transferable development right. The side yard setbacks of the development on the existing 7,500 square feet lot are 8.3-feet on the west and 13.9-feet on the east, for a total of 22.2-

feet combined. This is nonconforming by 0.3 feet (3.6 inches) with respect to the 22.5-feet of required combined side yard setbacks.

As was required by the Approvals, geotechnical and soil stability reports performed by a qualified, licensed engineer were provided to the City to demonstrate that the land is suitable to handle the development. A similar report was provided demonstrating that rock fall from the slope above the development was sufficiently mitigated to prevent hazards. Building permits and subsequent Certificate of Occupancy were duly issued. As such, it is apparent that these reports were deemed sufficient for the purposes required and that all other requirements of the Approvals, including public improvements, were similarly satisfied.

The Approvals also require that vehicular access for Lot 1 be taken from the adjacent South Fourth Street stub, and that there be no vegetation taller than 30-inches from existing grade within the area fifteen (15) feet south or north of the driveway, at the property line or in the public right-of-way to maintain a sufficient view corridor for trail users to see vehicles crossing the trail. The Improvement & Topographic Survey demonstrates that access was properly taken from the South Fourth Street stub, and the issuance of a Certificate of Occupancy by the City indicates that sufficient view corridors were maintained.

While the Approvals prohibited "*further subdivision of either lot in the Boomerang Lot Split without approval(s) from the City of Aspen*," this application seeks only to add land to Lot 1, which is not considered "further subdivision" of the property. Moreover, any approvals granted pursuant to this application would qualify as "approval(s) from the City of Aspen" and, therefore, be consistent with the terms and limitations of the Boomerang Lot Split Subdivision Exemption entitlements.

As the Improvement & Topographic Survey shows, the City-owned parcels proposed for transfer to the applicant are largely devoid of utilities. There is a fire hydrant at the northeast corner of Parcel A while the very northerly edge of that parcel is crossed by underground electric and cable television lines that already run through the applicant's front yard area. The only other utility in the City-owned parcels is the sanitary sewer service line connection that runs from within the South Fourth Street right-of-way to the applicant's existing home. Parcels B and C have no known utilities within them.

The City-owned parcels are essentially flat other than previously disturbed slopes at the southwest corner. These slopes are considered to have been artificially steepened by the dumping of overburden during previous mining activities, construction of the old railroad grade, and/or improvement of the Midland Trail. The steepness of these slopes is not a natural condition.

The Conservation Easement area is depicted on the Vicinity Map provided above (page 3). It extends from Aspen Townsite Line 7-8, basically up to the top of Shadow Mountain

and back down its westerly side to and across Castle Creek. Its 19.329 +/- acres is comprised of patented mining claims, including all or parts of the Pride of Aspen M.S. 7364, Copperopolis M.S. 1759, Extra M.S. 4712 and Gov't Lot 34.

The base of the conservation parcel, at the Aspen Townsite Line, resides at approximately 7,940 feet in elevation. The first 100-feet in elevation, up to the City's mapped 8040-Greenline, has an area of 1.64-acres in which the recognizable piles of mine rock and existing City trail crossings are located. On the opposite end of the Conservation Easement parcel, there is some relatively flat area along both sides of Castle Creek (which runs through the parcel) just upslope from which an old historic ditch/water flume and an associated roadbed traverse the parcel, all somewhat accessible from the end of South Seventh Street. The Shadow Mountain areas between these two ends of the Conservation Parcel are characterized by steep slopes, dense forest, and rock outcroppings.

AERIAL PHOTOGRAPH OF CONSERVATION EASEMENT PARCEL (OUTLINED IN LIGHT BLUE):

The Conservation Easement Parcel was, at one time, part of a larger 29.089-acre property. That larger property was owned by Hans Gramiger, who is now deceased, and included the 9.76 or so acres that extended down from the top of Shadow Mountain to the intersection of West Hopkins Avenue and South Seventh Street. While under Mr. Gramiger's ownership, the City and County showed interest in securing preservation of the lands and/or rights for public access for trails and recreation. It would come as no surprise to anyone who ever knew Mr. Gramiger that he was unshakably unwilling to work with the local governments to in any way guarantee preservation or to allow any such public use or access.

Prior to his passing, Mr. Gramiger sold a deed for the 9.76-acre area to an adjacent property owner who also proved steadfast in their unwillingness to work with the local governments for preservation of public access rights. Upon his passing, the 19.329-acre proposed conservation easement parcel was bequeathed to his heirs, the Alexander family from Grand Junction. The Alexanders struggled with ways to separate the parcel from the merged portion but never made any true progress due in part to a complete unwillingness on the part of the other owner to cooperate or even hold any meaningful discussions. As a result, the Alexanders put the 19.329-acres up for sale.

Back in 2017 or so, Pitkin County Open Space and Trails offered the Alexanders a price of $850,000 for the land but that offer was rejected and the Alexanders, like Mr. Gramiger before them, were unwilling to negotiate any kind of preservation guarantees or public access. Instead, the Alexanders listed the property for sale and the current Applicant, Mr. Bob Olson, closed on the $1 million purchase on December 24, 2018. Being the owner of the then under-construction home at the base of the parcel, Mr. Olson purchased the land for prophylactic purposes to know that nobody could do or propose anything he might oppose right behind his home.

Upon learning that the City and County had for decades desired some level of control or rights to the property he now owned, Mr. Olson found himself the first owner willing to listen and engage. Both directly and through his representatives, Mr. Olson has since been cooperatively discussing various iterations of the proposal contained in this application with representatives of the City of Aspen Parks Department and Attorney's office as well as Pitkin County Open Space and Trails.

With sufficient progress having been made in the discussions, the Applicant agreed to and has incurred and covered all costs associated with preparing this application and the associated documents (including but not limited to legal fees, planning costs, and surveyor fees) and the costs of going through the City land use approvals process.

In the end, the City and County unsuccessfully pursued a level of interest and control over the proposed Conservation Easement lands for a matter of decades. Only now, with this Applicant, does the City and County finally find themselves in a position where there is an earnest opportunity to achieve the public goals of open space preservation and

recreational trail use and access. Not only is the opportunity being presented, but the deal being offered is quite generous when put into proper perspective.

A standard block in the City and Townsite of Aspen has an area of 59,400 square feet, including the 20-foot-wide alley right-of-way. The proposed Conservation Easement includes 841,971 square feet of land. In other words, the Applicant is seeking ownership of just 4,000 square feet of land and a yard and landscape easement over another 1,999 square feet in exchange for the proposed Conservation Easement parcel that could hold more than 14 full City blocks. For sake of comparison, Aspen's entire Commercial Core Zone District contains less than 12 full City and Townsite blocks.

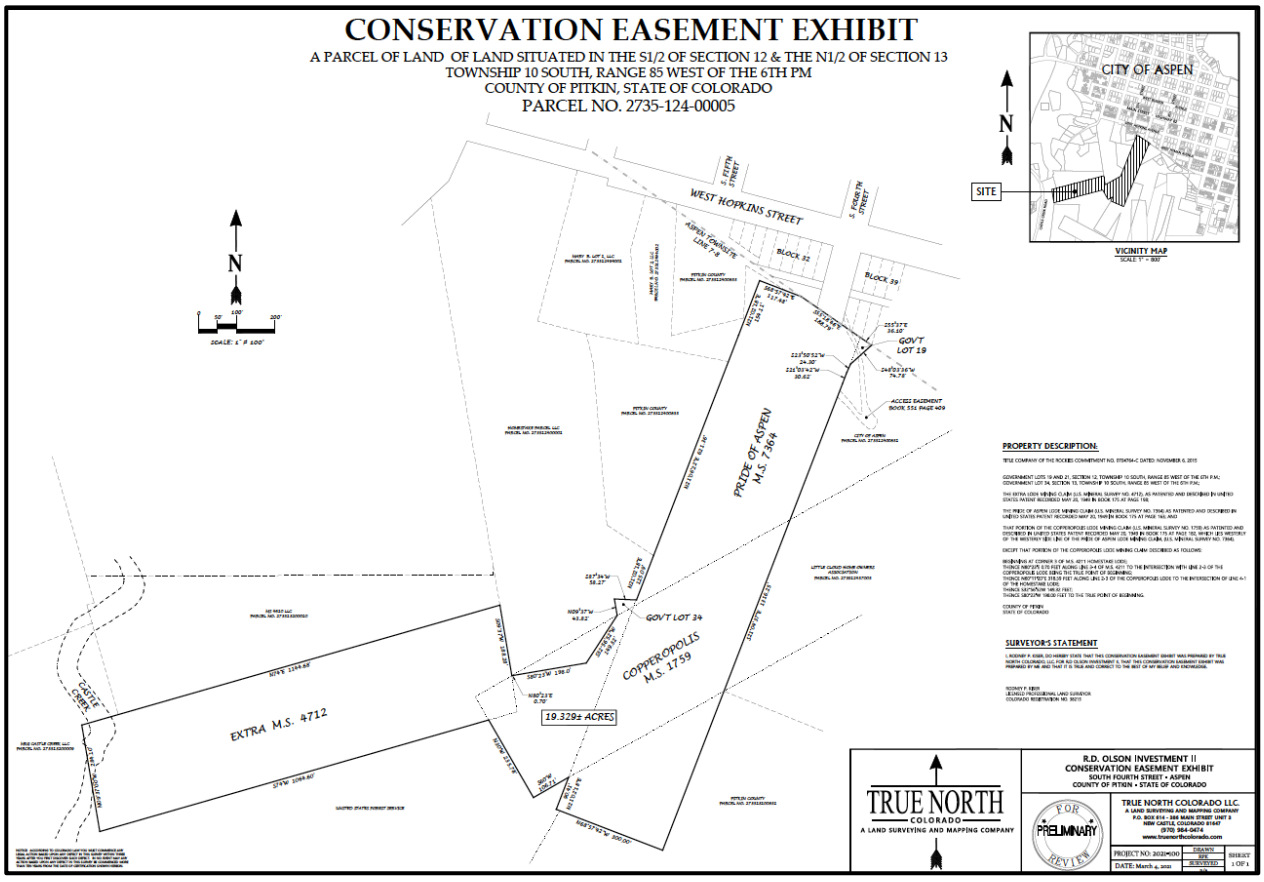
The parcel proposed for acquisition by the Applicant is less than 0.5% of the size of the conservation easement being offered in exchange to the City and County. In other words, the proposed Conservation Easement has an area that is more than 210-times that of the land the Applicant stands to acquire. The Applicant gains approximately 0.092-acre of land while granting to the City and County 19.329-acres of Conservation Easement for open space and trails that the City and County have actively sought for at least the last two decades, if not longer.

III. PROPOSAL SUMMARY

This application seeks the necessary land use approvals to enable a proposed land-for-conservation easement exchange between the Applicant (R.D. Olson Investments, LLC) and the City of Aspen. In its most basic terms, with details further explained below, the Applicant owns Lot 1 of the Boomerang Lot Split Subdivision and would be acquiring 4,000 square feet of City-owned property to add to his lot. In exchange, the Applicant will dedicate to the City of Aspen and Pitkin County, jointly, a 19.329-acre conservation easement that allows for maintenance and development of trails as well as open space preservation in perpetuity. The final terms of the exchange and, in turn, of any approvals obtained pursuant to this application will be spelled out in an ordinance, which will be subject to a public vote of the City of Aspen electorate to be held November 2, 2021.

The Applicant proposes to grant to the City of Aspen Parks Department and Pitkin County Open Space and Trails, jointly, a Deed of Conservation Easement over all 19.329-acres (approximately 841,971 square feet) of his land to the south of the Midland trail with rights for trail maintenance and trails development, as shown on the screenshot image pasted below. The proposed Deed of Conservation Easement is provided herewith for review.

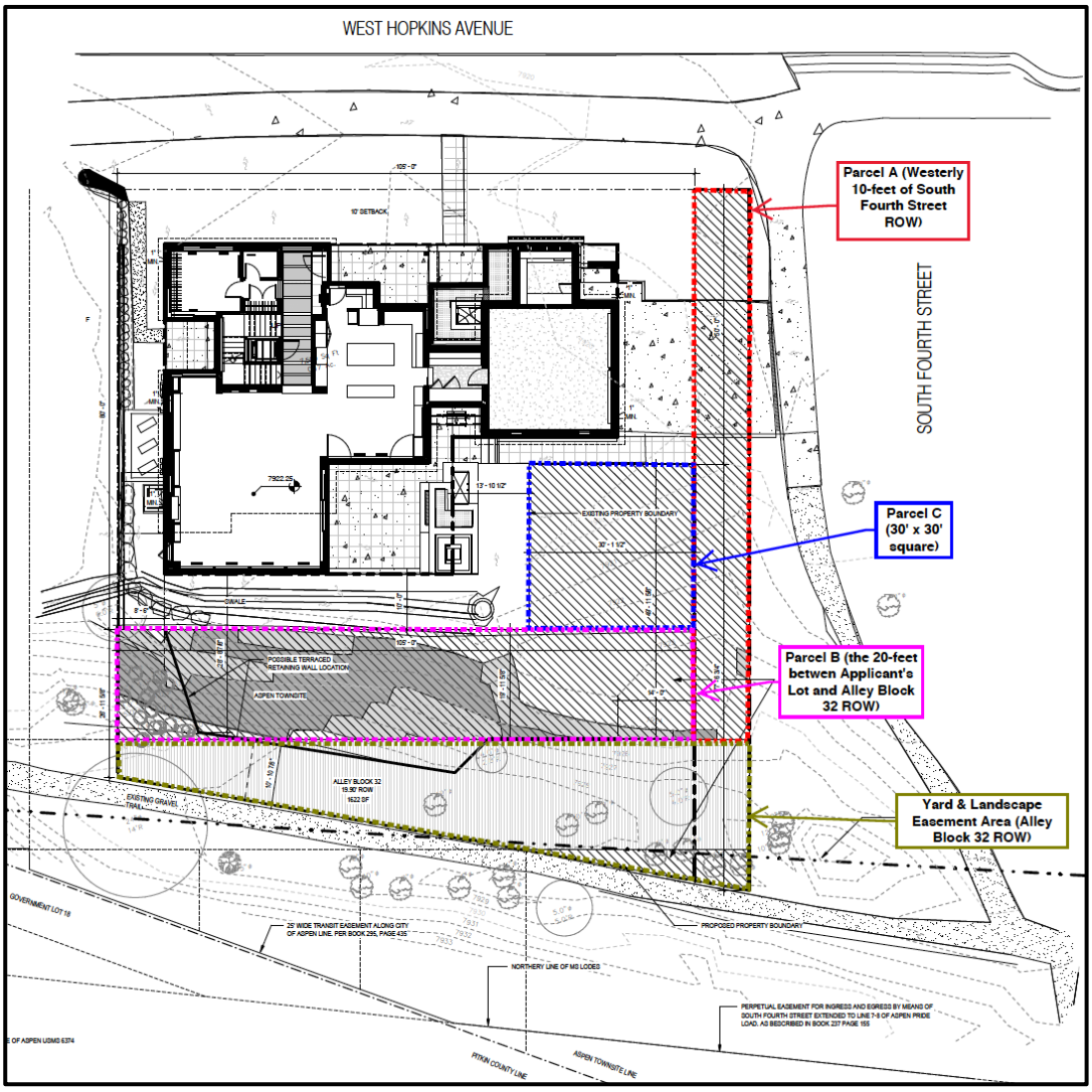
Conservation Easement Parcel Exhibit Map:



In exchange, the City would grant to the Applicant fee simple ownership of the 4,000 square feet of land depicted as Parcels A (10' x 100'), B (105' x 20') and C (30' x 30') on the map pasted below. The City would also grant the Applicant a Yard and Landscape easement area (1,999 square feet) to allow installation of retaining, drainage and landscaping improvements, subject to City Parks Department plans approval, which approval shall not be unreasonably withheld. The Applicant would, at his cost and pursuant to duly issued building permits, install and maintain a retaining wall and enjoy yard usage rights of the area to the north of the wall. A proposed Yard and Landscape Easement Agreement and the proposed design of the wall and landscaping is provided for review with this application.

The described City-Owned Exchange areas are shown on the image pasted below.

PROPOSED CITY-OWNED EXCHANGE LANDS:



Parcel A is the westerly 10-feet of the South Fourth Street right-of-way and this application seeks to vacate that area, leaving the South Fourth Street stub with a remaining and more than adequate 65.66 feet of width. The combined 4,000 square feet of land contained in Parcels A, B and C will be added to the Applicants property through an amendment of Lot 1, Boomerang Lot Split Subdivision Exemption Plat. Vacation of right-of-way and adding the area to the Applicant's lot requires Major Subdivision approval. Parcels A, B and C need to be concurrently rezoned from Park (P) to Medium-Density Residential (R-6) to match with and be properly incorporated into the Applicant's lot.

Both the Subdivision and the Rezoning require review and approval by City Council, but additional City Council approval is required since this application includes a proactive request to allow for any future affordable housing mitigation to be satisfied via Cash-in-Lieu at the rate in effect at the time of application. Any mitigation would be for the incremental increase in floor area that might occur with an addition to the existing residence and, rather than maybe need to come before Council in the future to request the ability to satisfy it with cash-in-lieu as opposed to having to utilize Affordable Housing Credit Certificates, the Applicant prefers to have this option approved with this application.

Furthermore, as a condition of the proposed land exchange, the Applicant requires modest dimensional variations, as follows:

(1) A maintained 5-foot minimum west side yard setback where 15-feet would typically be required for the resulting lot;
(2) No combined side yard setback requirement will apply, effectively leaving the combined side yard setback requirement at 10-feet where the resulting lot would typically require 38.75-feet of combined side yard setbacks; and
(3) Net Lot Area reductions for steep slopes and areas within a vacated right-of-way shall not apply to the resulting lot, leaving an effective Net Lot Area of 11,500 square feet.

Briefly put, as a condition of the land-for-conservation easement exchange, the Applicant requires the approval ordinance and resulting plat to state that: (a) "*No lot area reductions (for slopes or vacated rights-of-way) will apply to the resulting 11,500 square foot property*;" (b) "*The minimum side yard setback requirement shall continue to be 5 feet and there is no combined side yard setbacks requirement for Amended Lot 1*." It will also be necessary for the ordinance and plat to specified that, (c) "*Any applicable affordable housing mitigation requirement for additional Floor Area developed on the resulting lot can be satisfied by either payment of the then applicable fee in-lieu without further review or through other means allowed in the Land Use Code, at Applicant's discretion*."

Regarding the third condition, the Applicant is merely seeking to proactively allow for any future affordable housing mitigation to be satisfied via Cash-in-Lieu at the rate in effect at the time of building permit application. Any mitigation would be for the incremental increase in floor area that might occur on the resulting lot and, rather than maybe need to come before

Council in the future to request the ability to satisfy it with cash-in-lieu as opposed to having to utilize Affordable Housing Credit Certificates, the Applicant prefers to have this option approved at this time.

Finally, the Applicant requests that City Council grant at least 5 years of vested property rights. The Applicant feels strongly that this minimum vesting period is warranted given that there will be a good deal of time consumed by the need for the public vote and follow-up processes to complete and memorialize the exchange and the fact that the City and County will have its part of the deal (the Conservation Easement) in perpetuity as the Deed of Conservation Easement would be recorded concurrently with the Amended Plat and any associated documents.

IV. REVIEW REQUIREMENTS

The Community Development Director authorized a consolidated application process pursuant to Code Section 26.304.060(b)(1). As such, decision-making authority for all the various proposals contained herein will lie with the Aspen City Council for inclusion within a single Ordinance that will require ratification by the general electorate.

As the Pre-Application Conference Summary (attached as Exhibit 1) explains, the extent, limitations, and legal requirements of the proposed Deed of Conservation Easement to be jointly granted to the City and County in exchange for the approvals requested herein do not fall within the jurisdiction of the Land Use Code and the Conservation Easement exchange is not implicitly related to the review criteria for the proposed Subdivision or Rezoning. As such, Community Development Department did not require inclusion of the proposed Deed of Conservation Easement with this application.

Nevertheless, the Applicant has included a copy of the proposed Deed of Conservation Easement for review (and acceptance) by the City and County since it is understood that the transfer of City-owned lands to the Applicant and subsequent Rezoning are to be conditioned upon the dedication of the conservation easement to the City and County. It is further recognized that approval of the transfer of City-owned lands requires a public vote and that process is separate and distinct from the Subdivision and Rezoning processes addressed herein.

Chapter 26.480 of the Land Use Code provides the regulations and standards for Subdivision actions within the City of Aspen. Because this application involves a requested Street (right-of-way) Vacation, the review is Major Subdivision and the Applicant must provide information relevant to and address the requirements in Code Sections 26.480.040, General Subdivision Review Standards, and 26.480.070, Major Subdivision.

Chapter 26.310 of the Land Use Code provides the regulations and standards for the Rezoning of the City-owned lands from Park (P) to Medium-Density Residential (R-6). Pursuant to said Chapter, this application provides information relevant to and addresses the requirements in Code Sections 26.310.060, Rezoning Procedure for Amendment, 26.310.080, Rezoning Application Contents, and 26.310.090, Rezoning Standards for Review.

The Zoning Map Amendment, Subdivision and City lands transfer are Planning and Zoning and Council level reviews. Neighborhood Outreach will be completed prior to the public hearings in accordance with the Land Use Code Section 26.304.035. Per staff's recommendation, the Applicant will provide enhanced public information according to Section 26.304.035.C., including additional information about the application in both the mailing notice and the posting on site. The additional information (besides the standard public notice information) included in the mailing and the posted notice signs will include a

copy of the Improvement & Topographic Survey and the proposed Amended Plat along with a summary description of the proposal.

Both the Subdivision and the Rezoning require review and approval by City Council, but additional City Council approval is required to allow for any future affordable housing mitigation to be satisfied via Cash-in-Lieu and to allow the modest dimensional variations of the proposal. Finally, the request for more than 3-years of vested property rights can only be approved by City Council.

The relevant review standards of the Code have been identified in the Pre-Application Conference Summary attached as Exhibit 1. This section of the application addresses said Code Sections/review standards in the following order:

A) Major Subdivision (§26.480.030.C, §26.480.040, §26.480.070.A and B, and §26.490)

B) Amendments to the Zoning Map (§26.310)

C) Variances – Dimensional Requirements (§26.314.040.A)

D) GMQS – Provision of Required Affordable Housing Via a Fee-In-Lieu Payment (§26.470.110.C)

E) Miscellaneous (§26.710.040, R-6 Zone District, and §26.575.020, Calculations and Measurements)

F) Vested Rights Extension (§26.308)

While identified in the Pre-Application Conference Summary as relevant Code Sections, the Common Development Review Procedures and Neighborhood Outreach provisions do not require addressing but are acknowledged and will be complied with as directed by City staff during the review and entitlements process. The same is largely true of Section 26.480.030.C, Procedures for Review of a Major Subdivision. Sections 26.490, (Approval Documents for Plat Requirements), 26.710.040 (R-6 Zone District), and 26.575.020 (Calculations and Measurements) are largely addressed throughout this application and in the associated submission documents but are further discussed to the extent necessary, below.

A. MAJOR SUBDIVISION (§§26.480.030.C, .040, .070.A AND B, & .490)

The purpose of Chapter 26.480, Subdivision, of the Aspen Land Use Code is to: (a) assist in the orderly and efficient development of the City; (b) ensure the proper distribution of development; (c) encourage the well-planned subdivision of land by establishing standards for the design of a subdivision; (d) safeguard the interests of the public and the subdivider and provide consumer protection for the purchaser; (e) provide procedures so that development encourages the preservation of important and unique natural or scenic features, including but not limited to mature trees or indigenous vegetation, bluffs,

hillsides or similar geologic features or edges of rivers and other bodies of water; and (f) promote and protect the health, safety and general welfare of the residents of the City of Aspen.

Chapter 26.480 applies to the division or aggregation of real estate into lots, parcels, tracts, or other physical units or legal interests of land, for the purpose of transferring or enabling transfer of deeded interests in real estate including fee simple interest or similar forms of real estate interest. Chapter 26.480 also applies to the creation, alteration, realignment, amendment, vacation, or elimination of any lot line, property boundary, subdivided real estate interest, or other physical or legal definition of real estate, established by or reflected on a plat or deed recorded in the office of the Pitkin County Clerk and Recorder. In addition, subdivision review is required for the dedication, boundary alteration, realignment, or any partial or whole vacation of a Street, Alley, or other vehicular right-of-way. Finally, Chapter 26.480 applies to creating, amending, aggregating, or vacating separate deeded interests in a property.

Because this application involves a requested Street (right-of-way) Vacation and the aggregation of the vacated right-of-way and other City-owned lands into Lot 1 of the Boomerang Lot Split Subdivision Exemption Plat, the review is Major Subdivision and the Applicant must provide information relevant to and address the requirements in Code Sections 26.480.040, General Subdivision Review Standards, and 26.480.070, Major Subdivision.

1. Sec. 26.480.040, General Subdivision Review Standards

All subdivisions are required to meet the following general standards and limitations in addition to the specific standards applicable to each type of subdivision. The applicable standards are provided below in indented and *italicized text* and each is immediately followed by the Applicant's response demonstrating compliance or consistency therewith, as applicable.

> *(a) Guaranteed Access to a Public Way. All subdivided lots must have perpetual unobstructed legal vehicular access to a public way. A proposed subdivision shall not eliminate or obstruct legal vehicular access from a public way to an adjacent property. All streets in a Subdivision retained under private ownership shall be dedicated to public use to ensure adequate public and emergency access. Security/privacy gates across access points and driveways are prohibited.*

The proposal involves adding lands to an existing, previously approved lot. The lot has perpetual, unobstructed legal vehicular access to West Hopkins Avenue by way of the South Fourth Street stub, both of which are public rights-of-way. The existing driveway will continue to provide access into the lot from the S. Fourth Street right-of-way, which after the proposed vacation will maintain 65.66 feet of unobstructed width. All other properties utilizing the S. Fourth Street right-of-way will maintain unobstructed access as well. There are and will not be any streets within the subdivision. However, by virtue of

the Certificate of Ownership on the proposed Plat, the Applicant is dedicating to the public utility service providers an easement at the northeast corner of the lot "for installation, maintenance, repair and replacement of underground utility services, drainage improvements and an above-ground fire hydrant, and for access to the same." No security or privacy gates across access points or driveways are proposed.

(b) Alignment with Original Townsite Plat. The proposed lot lines shall approximate, to the extent practical, the platting of the Original Aspen Townsite, and additions thereto, as applicable to the subject land. Minor deviations from the original platting lines to accommodate significant features of the site may be approved.

The proposed lot lines conform to and align with the platting of the Original Aspen Townsite. In fact, the proposed lot boundaries better conform to and align with the Original Aspen Townsite plat than do the existing boundaries.

(c) Zoning Conformance. All new lots shall conform to the requirements of the zone district in which the property is situated, including variations and variances approved pursuant to this Title. A single lot shall not be located in more than one zone district unless unique circumstances dictate. A rezoning application may be considered concurrently with subdivision review.

The amended lot will contain 11,500 square feet where the final underlying R-6 zoning stipulates a minimum lot area of 6,000 square feet. The lot will also have a 115-foot lot width where the required minimum is 60-feet. As such, the resulting lot will be a fully conforming lot of record. A rezoning is concurrently requested with this subdivision to change the P zoning on the City exchange parcels to match the R-6 zoning of the Applicant's property and will result in only one applicable zone district.

(d) Existing Structures, Uses, and Non-Conformities. A subdivision shall not create or increase the non-conformity of a use, structure or parcel. A rezoning application or other mechanism to correct the non-conforming nature of a use, structure, or parcel may be considered concurrently.

In the case where an existing structure or use occupies a site eligible for subdivision, the structure need not be demolished and the use need not be discontinued prior to application for subdivision.

If approval of a subdivision creates a non-conforming structure or use, including a structure spanning a parcel boundary, such structure or use may continue until recordation of the subdivision plat. Alternatively, the City may accept certain assurance that the non-conformities will be remedied after recordation of the subdivision plat. Such assurances shall be reflected in a development agreement or other legal mechanism acceptable to the City Attorney and may be time-bound or secured with a financial surety.

The existing structure and use are in conformance with the requirements of the underlying R-6 zoning. The proposed subdivision, with concurrent approval of the proposed setback provisions, will not result in any nonconformities.

2. Sec. 26.480.070, Major Subdivisions

Code Section 26.480.070 provides that major subdivisions shall be approved, approved with conditions, or denied by the City Council, after receiving a recommendation from the Planning and Zoning Commission. Major subdivisions are subject to Section 26.480.030, Procedures for Review, the standards and limitations of Section 26.480.040, General Subdivision Review Standards (addressed above), and the standards and limitations of each type of subdivision, described below.

> ***(a) Land Subdivision.*** *The division or aggregation of land for the purpose of creating individual lots or parcels shall be approved, approved with conditions, or denied according to the following standards:*
>
> *(1) The proposed subdivision complies with the requirements of Section 26.480.040—General Subdivision Review Standards.*

If not for involving a requested vacation of the westerly 1-feet of the South Fourth Street right-of-way, this application would be reviewed as a minor subdivision. However, the proposed aggregation of land for purposes of adding to an individual lot is considered a major subdivision. Compliance with the requirements of Section 26.480.040 has been demonstrated above.

> *(2) The proposed subdivision enables an efficient pattern of development that optimizes the use of the limited amount of land available for development.*

The proposed subdivision enables an efficient pattern of development and optimizes the use of the limited amount of land available for development. The existing lot is fully built out. The addition of just 4,000 square feet of contiguous land enables the development of only 360 square feet of additional floor area if the single-family residential use is maintained or 780 square feet of additional floor area if a second dwelling unit is added.

Either way, the actual floor area ratio (Floor Area : Lot Area) is substantially reduced. That is, the existing 7,500 square foot lot allows 3,450 square feet of floor area for its single-family use, which equates to a 0.46 FAR. The resulting 11,500 square foot lot would allow 3,810 square feet of floor area for single-family use (0.33 FAR) or 4,230 square feet of floor area for two dwellings (0.37 FAR). Therefore, even if maximized, which would represent the most efficient pattern of development and optimization of the limited amount of land available, the actual FAR is reduced by 9%.

Meanwhile, in exchange for these modest increases, the parcel proposed for acquisition by the Applicant is less than 0.5% of the size of the 841,971 square foot conservation easement being offered to the City and County. The proposed Conservation Easement has an area that is more than 210-times that of the land the Applicant stands to acquire. Moreover, the Conservation Easement optimizes open space and trails immediately adjacent to the original Aspen Townsite and connected with the Midland Trail and West

Hopkins Avenue pedestrian/bike corridor. Control over this 19.329-acres has been a goal of the City and County for at least the last two decades, if not longer.

If efficiency and optimization are still a concern relative to value, then consider the following. As a matter of public record, the Applicant paid $1,000,000 for the proposed Conservation Easement land. The added value the Applicant stands to gain in unbuilt floor area rights, therefore, would come at a cost of $1,282 per square if used for the additional of a second dwelling or $2,778 per square foot is used for an addition to the existing single-family use. By way of comparison, a 250 square foot City of Aspen transferable development right (TDR) sells for approximately $165,000, or approximately $660 per square foot of unbuilt floor area rights. Furthermore, any additional floor area developed by the Applicant will be fully mitigated for employee housing and any other applicable impact fees in accordance with the then-effective requirements. In other words, no matter how one looks at it and at little to no cost to taxpayers, the City is being offered the opportunity for nothing short of a screaming-good deal that will greatly and perpetually benefit the public.

These numbers do not even factor in the substantial "soft costs" the Applicant is incurring and risking in making this exchange possible, including but not limited to the last 2½ years of taxes and carry/opportunity costs on the property, the City's review fees, professional services fees (i.e., surveying, legal, planning, etc.), and his share of the cost that will be associated with a public election.

(3) The proposed subdivision preserves important geologic features, mature vegetation, and structures or features of the site that have historic, cultural, visual, or ecological importance or contribute to the identity of the town.

The proposed subdivision and land exchange would guarantee the perpetual preservation of 19.329 acres of important geological features, mature vegetation and features that have historic, cultural, visual, and ecological importance, all of which greatly and indisputably contributes to the identity of the town. In addition to these significant preservation values, the City also stands to gain the ability to implement important, long desired trail links and connections that would forever benefit both residents and visitors. The land that would be added to the Applicant's lot contains no important features, vegetation or structures that contribute to the historical, cultural, visual or ecological identity of the town.

(4) The proposed subdivision prohibits development on land unsuitable for development because of natural or man-made hazards affecting the property, including flooding, mudflow, debris flow, fault ruptures, landslides, rock or soil creep, rock falls, rock slides, mining activity including mine waste deposit, avalanche or snow slide areas, slopes in excess of thirty percent (30%), and any other natural or man-made hazard or condition that could harm the health, safety, or welfare of the community. Affected areas may be accepted as suitable for development if adequate mitigation techniques acceptable to the City Engineer are proposed in compliance with Title 29—

Engineering Design Standards. Conceptual plans for mitigation techniques may be accepted with specific design details and timing of implementation addressed through a Development Agreement pursuant to Chapter 26.490—Approval Documents.

By placing the subject 19.329 acres into a conservation easement to be granted to the City and County, all the types of unsuitable land described in this standard would be precluded from development except for appropriate development of trails to be undertaken by the City and County. The land to be added to the Applicant's lot is suitable for development and any limited potential of hazards will be completely mitigated in accordance with applicable City of Aspen engineering and design requirements. The land to be added to the Applicant's lot is no more subject to hazards than is the land within his existing lot, and any new development will require the same types of studies and design considerations that were required in association with development of the existing residence.

(5) There has been accurate identification of engineering design and mitigation techniques necessary for development of the proposed subdivision to comply with the applicable requirements of Municipal Code Title 29 - Engineering Design Standards and the City of Aspen Urban Runoff Management Plan (URMP). The City Engineer may require specific designs, mitigation techniques, and implementation timelines be defined and documented within a Development Agreement.

All identification of engineering design and mitigation techniques for development of the proposed subdivision was accurately carried out in association with construction of the Applicant's existing residence. The land to be added to the Applicant's lot is no more subject to hazards than is the land within his existing lot, and any new development will require the same types of engineering studies and design considerations that were required in association with development of the existing residence.

(6) The proposed subdivision shall upgrade public infrastructure and facilities necessary to serve the subdivision. Improvements shall be at the sole cost of the developer.

It is not anticipated that the proposed subdivision would generate impacts that would necessitate upgrades to public infrastructure and facilities. However, should any such improvements prove necessary, the Applicant will bear all associated costs.

(7) The proposed subdivision is exempt from or has been granted all growth management approvals pursuant to Chapter 26.470—Growth Management Quota System, including compliance with all affordable housing requirements for new and replacement development as applicable.

The proposed addition of lands to a lot within a previously approved subdivision is exempt from all growth management approvals pursuant to Chapter 26.470 of the Code. The existing dwelling on the Applicant's lot provided affordable housing mitigation in the form a newly build, deed-restricted, for sale dwelling unit that is located on Lot 2 of the Boomerang Lot Split. See Plat Notes on the Boomerang Lot Split Subdivision Exemption

Plat, Section 6 of Ordinance No. 6, Series of 2006, and Section 3.e. of the Subdivision Exemption Agreement, all of which are attached as Exhibit 4.

(8) The proposed subdivision meets the School Land Dedication requirements of Chapter 26.620 and any land proposed for dedication meets the criteria for land acceptance pursuant to said Chapter.

School land dedication fees were paid in association with development of the existing home on Lot 1. If additional fees are required in association with any new development on the resulting lot, the Applicant will pay those at the appropriate time.

(9) A Subdivision Plat shall be reviewed and recorded in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490—Approval Documents.

A proposed Amended Subdivision Plat is provided herewith for review, as Exhibit 5. In addition, a proposed Right-Of-Way Vacation Plat is provided as Exhibit 6. Both will be recorded in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490, Approval Documents.

(10) A Development Agreement shall be reviewed and recorded in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490—Approval Documents.

Should this application be approved, and the public election be successful, a Development Agreement, including amendment of the recorded Subdivision Exemption Agreement for the Boomerang Lot Split, will be provided to the City for review and recording in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490, Approval Documents.

(b) Vehicular Rights-of-Way. *The dedication, boundary alteration, realignment, or any partial or whole vacation of a Street, Alley, or other vehicular right-of-way serving more than one (1) parcel, shall be approved, approved with conditions, or denied according to the following standards:*

(1) The proposed change maintains or improves the public health, safety, and welfare of the community and is in the best interests of the City of Aspen.

The proposed right-of-way vacation and dedication is an integral component and requirement of the proposed exchange to the City of a dedicated Deed of Conservation Easement over 19.329-acres that would perpetually preserve important open space lands while allowing for the maintenance and development of important trail connections and links. In this light, the proposed change to the South Fourth Street right-of-way will not just maintain but vastly improve the public health, safety, and welfare of the community and is in the best interests of the City of Aspen.

The proposed partial (westerly 10-feet by 100-feet deep) South Fourth Street right-of-way vacation along with its dedication to and boundary alteration of Lot 1 of the Boomerang Lot Split maintains the public health, safety, and welfare of the community and is in the best interests of the City of Aspen. The South Fourth Street right-of-way has never been used as a street. Instead, it serves as vehicular access to only two private homes, one of

which is owned by the Applicant. Otherwise, it serves as public pedestrian and bicycle access to the Midland and Little Cloud trails. These access functions, along with underground utility use, will continue within the remaining 65.66 feet of right-of-way width without issue or adverse effect. Furthermore, while 1,000 square feet of right-of-way would be vacated, the northeast 10'W x 12'D (120 square feet) area of the vacation, by virtue of the Certificate of Ownership on the proposed Plat, will be dedicated to public utility service providers as an easement "for installation, maintenance, repair and replacement of underground utility services, drainage improvements and an above-ground fire hydrant, and for access to the same."

(2) The proposed change to the public rights-of-way maintains or improves safe physical and legal access from a public way to all adjacent properties and shall not restrict the ability for a property to develop by eliminating or hindering access. Redundant access, such as a primary street access plus alley access, is preferred.

Please refer to the response provided for the previous review standard. The proposed change to the public right-of-way fully maintains safe physical and legal access from a public way to all adjacent properties and does not in any way eliminate or hinder access or restrict the ability of a property to develop. The only other property that utilizes the South Fourth Street stub for vehicular access will continue to have the same, unaltered access while still fronting on West Hopkins Avenue and maintaining contiguity to the Block 39 alley right-of-way. Trail access will be unaffected as well.

(3) The design of the proposed change complies with Municipal Code Title 29—Engineering Design Standards and is consistent with applicable adopted policies, plans, and approved projects for the area (such as a highway access policy, an approved development project, an infrastructure plan, a trails plan, an improvement district plan, and the like).

Preliminary discussions with City of Aspen staff have confirmed that the proposed right-of-way vacation, including the proposed dedication of utility easement over the north 12-feet of the vacated area, complies with Municipal Code Title 29, Engineering Design Standards, and is consistent with applicable adopted policies, plans, and approved projects for the area. The proposed dedication of conservation easement would also greatly advance long-held goals of trails and open space plans.

(4) The proposed change maintains or improves normal traffic circulation, traffic control capabilities, access by emergency and service vehicles, pedestrian and bike connections, drainage infrastructure, street and infrastructure maintenance needs, and normal operating needs of the City including snow removal.

Please see the response provided for standard (b)(1), above. As explained above, the proposed change maintains or improves normal traffic circulation, traffic control capabilities, access by emergency and service vehicles, pedestrian and bike connections, drainage infrastructure, street and infrastructure maintenance needs, and normal operating needs of the City, including snow removal.

(5) For all new rights-of-way and physical changes to existing rights-of-way, the applicant shall design and construct the proposed right-of-way improvements according to the design and construction standards of the City Engineer. Upon completion, the right-of-way improvements shall be subject to inspection and acceptance by the City Engineer. The City may require a performance warranty. The requirements of this criterion shall be reflected in a Development Agreement.

This standard is not applicable. No new rights-of-way are proposed, nor are any physical changes to existing rights-of-way that will remain.

(6) For partial or full vacation of existing rights-of-way, the applicant shall demonstrate the right-of-way, or portion thereof, has no current or future use to the community as a vehicular way, pedestrian or bike way, utility corridor, drainage corridor, or recreational connection due to dimensions, location, topography, existing or proposed development, or other similar circumstances. The City shall consider whether the interests of the applicant and the City can be achieved through a "closure" of the right-of-way.

The proposed area of right-of-way vacation has existed since the late 1800s' platting of the original City and Townsite of Aspen. Other than for access to two private homes, as described above, it has not been used as a vehicular way since the end of mining in the immediately adjacent area. With acceptance of the proposed Deed of Conservation Easement, there will forever be no need for additional vehicular access in the to-be-vacated area and the remaining 65.66-feet of South Fourth Street right-of-way width will be more than adequate to serve all potential future use to the community. A "closure" of the right-of-way would not serve the interests of the Applicant adequately enough to compel the proposed exchange of Conservation Easement rights and benefits.

(7) A Right-of-Way Dedication/Vacation Plat shall be reviewed and recorded in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490—Approval Documents. The plat shall demonstrate how the lands underlying vacated rights-of-way shall accrue to adjacent parcels in compliance with State Statute.

A proposed Right-of-Way Vacation Plat has been provided for review herewith as Exhibit 6. A final, executed version will be recorded in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490, Approval Documents, concurrent with the recording of all other required approval documents. As directed and required by the City, the right-of-way vacation plat will demonstrate how the affected lands accrue to and will be incorporated into the Amended Plat of Lot 1 of the Boomerang Lot Split Subdivision Exemption.

(8) A Development Agreement shall be reviewed and recorded in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490—Approval Documents. This requirement may be waived if no right-of-way construction is proposed.

Should this application be approved, and the public election be successful, a Development Agreement, including amendment of the recorded Subdivision Exemption

Agreement for the Boomerang Lot Split, will be provided to the City for review and recording in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490, Approval Documents.

3. Chapter 26.490, Approval Documents

The stated purpose of Chapter 26.490 is to: a) create certainty and clarity between a developer and the City regarding land use entitlements granted by the City, including certain expectations and obligations of a developer and of the City; b) improve public records regarding the character and nature of development approvals granted by the City; c) improve land records and survey monuments by establishing standards for surveys and plats; d) ensure the timely installation and maintenance of public facilities, landscape improvements, storm water improvements, and other improvements required pursuant to a land use approval; and, e) ensure the public health, safety, and welfare of the community is maintained during the construction process, including unforeseen circumstances of development.

Accordingly, this application includes draft/proposed approval documents for review by the City, including the following:

- Exhibit 5: Proposed Amended Plat
- Exhibit 6: Proposed Right-Of-Way Vacation Plat
- Exhibit 7: Proposed Zoning Amendment Exhibit Map
- Exhibit 8: Proposed Yard & Landscape Easement Agreement and Exhibit Map
- Exhibit 9: Proposed Deed of Conservation Easement and Exhibit Map

In addition, the Applicant intends to supply the City with a draft civil engineering and landscape plan for the Yard & Landscape Easement area described and defined in Exhibit 8. The intention will be for this plan, as may be required to be revised, to be recorded with the final Yard & Landscape Easement Agreement to establish the approved improvements for the subject area. Furthermore, within 180-days (unless duly extended pursuant to Code Section 26.490.080) of Development Order issuance, which issuance should not occur until validation of the approved public vote, the Applicant will provide to the City a draft Development Agreement and Amendment of the Subdivision Exemption Agreement for The Boomerang Lot Split (Reception No. 525369) to document and memorialize the terms of the new approval. Any necessary financial and site protection requirements and/or performance guarantees will be addressed within this Development Agreement and Amended Subdivision Exemption Agreement.

Together, the provided draft documents and those intended to be supplied at the appropriate time for review and eventual recordation are believed to satisfy all requirements of Chapter 26.490 and sub-section 26.490.040. An Annexation Map is not applicable, nor is an Approved Plan Set more typical of a Planned Development. Similarly,

Conceptual or Final Commercial or Historical Design Review Plans, Planned Development (PD) Plans, Environmentally Sensitive Area Plans, Hazards Maps or Hazards Mitigation Plans, Illustrative Site Plans, Accessibility Plans, Transportation Management Plans, Historic Preservation Plans, Architectural Character Plans, Landscape Character Plans, Vegetation Removal/Protection Plans, Existing and Proposed Site Topography and Drainage Plans, Public Easement Plans, and Public Infrastructure Plans are not applicable or necessary at this time.

Instead, the amended property will remain subject to the Land Use Code and other requirements applicable to the building permit process. For instance, at the time of building permit application, it will be necessary to address consistency with the Residential Design Standards and applicable zoning requirements, as well as applicable engineering, drainage and hazard mitigation requirements, and tree removal permit requirements. Single-family residential development is exempt from Transportation Management Plan requirements. There are no historic resources on the property, and no public infrastructure improvements or upgrade requirements are anticipated. All necessary easements are depicted for public dedication on the proposed Plat.

B. AMENDMENTS TO THE ZONING MAP (§26.310)

A proposed Zoning Amendment Exhibit Map, including legal description, is provided as Exhibit 7 to this application and Exhibit 3.C. provides an accurate survey map of the real property proposed for amendment; both were prepared by a licensed surveyor.

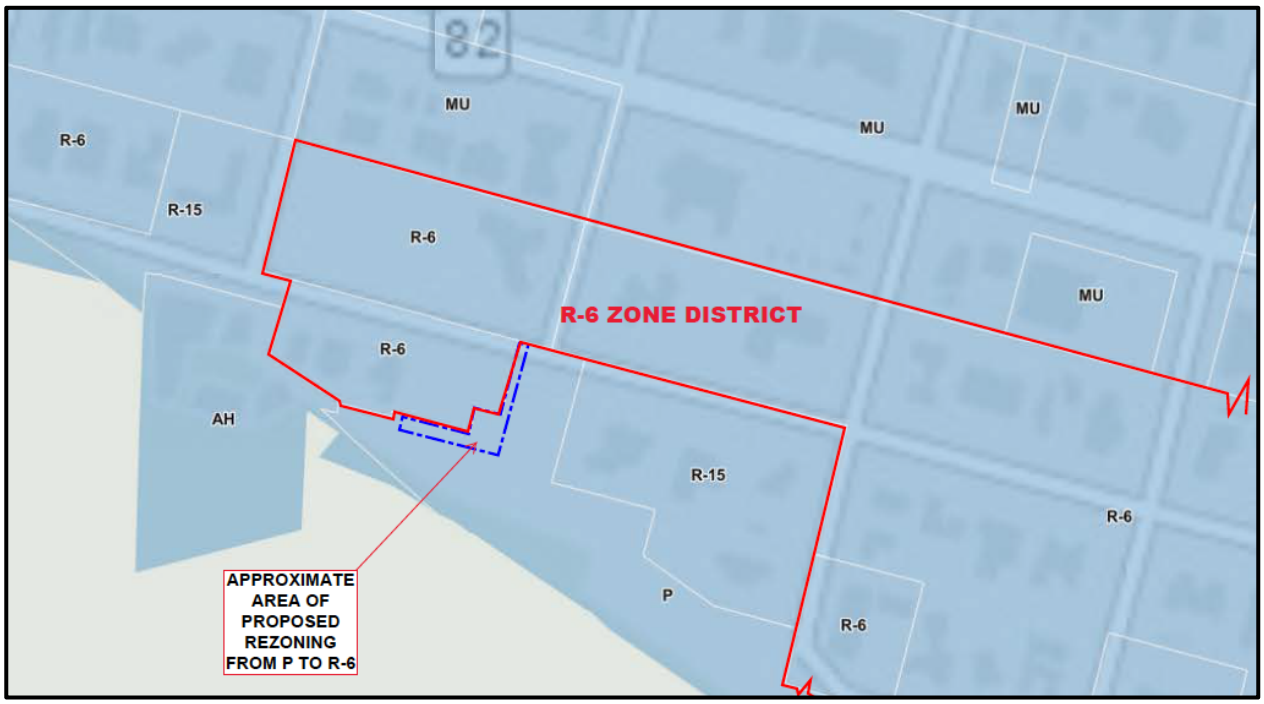
The combined 4,000 square feet (0.092 acre +/-) of land contained in Parcels A, B and C, as such are described in Section III of this application, above, and shown on the Improvement & Topographic Survey attached as Exhibit 3.C., are currently owned by the City of Aspen and would be added to Lot 1 of the Boomerang Lot Split Subdivision Exemption Plat in exchange for the Applicant granting to the City and County a Deed of Conservation Easement over 19.329 acres of Shadow Mountain. For the exchange to occur and work, Parcels A, B and C need to be concurrently rezoned from Park (P) to Medium-Density Residential (R-6) to match with and be properly incorporated into the Applicant's lot.

An application for amendment to the Official Zone District Map (a/k/a Rezoning) may be initiated by the City Council, the Community Development Director, or a person or persons owning more than fifty percent (50%) of the area of land subject to the amendment and shall be processed in accordance with the common development review procedures set forth at Chapter 26.304. The Pre-Application Conference Summary attached hereto as Exhibit 1 was issued by the Community Development Director and authorizes the initiation of this rezoning request for land owned by the City of Aspen. The proposed rezoning will not take effect unless or until the subject land area is owned by the Applicant.

Code Section 26.310.090 provides that, in reviewing an amendment to the Official Zone District Map, the City Council and the Planning and Zoning Commission shall consider the proposed rezoning's consistency with the following standards, each of which is provided below in indented and *italicized text* and immediately followed by the Applicant's response.

(a) Whether the proposed amendment is compatible with surrounding zone districts and land uses, considering existing land use and neighborhood characteristics.

The proposed amendment is fully compatible with surrounding zone districts and land uses, particularly in light of existing land use and neighborhood characteristics. The proposed Medium-Density Residential (R-6) zoning matches that of the lot into which the subject land is to be incorporated. The excerpt from the City of Aspen Zoning Map pasted below demonstrates consistency with this review standard.



(b) Whether and the extent to which the proposed amendment would result in demands on public facilities and whether and the extent to which the proposed amendment would exceed the capacity of such public facilities including, but not limited to, transportation facilities, sewage facilities, water supply, parks, drainage, schools and emergency medical facilities.

The proposed zoning amendment will not result in demands on public facilities or services and certainly will not cause capacities of any public facilities or services to be exceeded.

(c) Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment.

The proposed amendment will have no adverse impacts on the natural environment, much less any significantly adverse impacts. To the contrary, the proposed amendment involves tradeoffs with significantly positive effects on the natural environment in the form of the guaranteed perpetual preservation of a substantial portion of Shadow Mountain, including areas of geologic features, dense natural forest, Castle Creek, and riparian vegetation/wetland complexes.

(d) Whether the proposed amendment is consistent and compatible with the community character in the City and in harmony with the public interest and the intent of this Title.

Please refer to Section III of this application as well as the responses provided for the various review criteria above. It has been clearly demonstrated herein that the proposed amendment and the resulting outcomes are very much consistent and compatible with and will serve to enhance the community character in the City. This application further demonstrates that the proposal is not merely in harmony with but will benefit the public interest and intent of the Land Use Code.

C. VARIANCES – DIMENSIONAL REQUIREMENTS (§26.314.040.A)

As a condition of the proposed land exchange, the Applicant requires modest dimensional variations, as follows:

(1) A maintained 5-foot minimum west side yard setback where 15-feet would typically be required for the resulting 11,500 square foot lot;

(2) No combined side yard setback requirement will apply, effectively leaving the combined side yard setback requirement at 10-feet where the resulting lot would typically require 38.75-feet of combined side yard setbacks; and

(3) Net Lot Area reductions for steep slopes and areas within a vacated right-of-way shall not apply to the resulting lot, leaving an effective Net Lot Area of 11,500 square feet.

Briefly put, as a condition of the land-for-conservation easement exchange, the Applicant requires the approval ordinance and resulting plat to state that: (a) "*No lot area reductions (for slopes or vacated rights-of-way) will apply to the resulting 11,500 square foot property*;" (b) "*The minimum side yard setback requirement shall continue to be 5 feet and there is no combined side yard setbacks requirement for Amended Lot 1*."

The required side yard setbacks on the existing 7,500 square foot lot area a minimum of 5-feet on each side and a minimum combined total of both side yards of 22.5-feet. The actual side yard setbacks of the development on the existing 7,500 square feet lot are 8.3-feet on the west and 13.9-feet on the east, for a total of 22.2-feet combined. This is nonconforming by 0.3 feet (3.6 inches) with respect to the 22.5-feet of required combined side yard setbacks.

Once the lot becomes 11,500 square feet in area, the R-6 zoning provides that the required side yard setbacks become a minimum of 15-feet on each side and a minimum combined

total of both side yards of 38.75-feet. Given the location of the existing development relative to the proposed lot boundaries once the property increases to 11,500 square feet in area, the setback on the west side will continue to be only 8.3-feet and would be rendered nonconforming while the east side yard setback will be 23.9-feet, thereby increasing the degree of nonconformity with respect to the combined side yard requirement.

The requested west side yard setback variance will simply recognize and allow for continuation of an existing condition without it being rendered nonconforming. The current west side yard setback is conforming. However, with the enlarging of the lot, the required minimum side yard setback increases to 15-feet, but the Applicant is not going to move the house to accommodate this. Having to do so would clearly be a practical difficulty and hardship.

Given the existing 8.3-foot west side yard setback, the Applicant would have to provide a 30.45-foot setback on the east to meet the resulting 38.75-foot combined side yard setback requirement (38.75 minus 8.3 = 30.45). This is already impossible with the existing east side yard setback being 13.9-feet and only 10 more feet of land width being added to the lot. That is, the existing structure will have an east side yard setback of just 23.9-feet. In the context of the overall land exchange proposal, the Applicant is not amenable to maintaining this 23.9-foot east side yard setback and requires the flexibility to simply comply with the minimum side yard setback of 15-feet applicable to an 11,500 square foot R-6 zoned property. In the end, the Applicant will maintain the existing 8.3-foot setback on the west side and a 15-foot setback on the east side, for a combined side yard setback total of 23.3-feet.

The point of setback requirements is to provide a relatively consistent and minimum amount of open area and separation between structures. Waiving the combined side yard setback requirement is consistent with the provision of the Code that already renders the requirement inapplicable when two detached residential dwellings on one lot are separated by at least ten feet. In other words, the combined requirement is only important when the next structure might be too close to allow for maintenance of open area between. In the current case, the west side yard setback is already set while the east side yard is adjacent to open right-of-way area that is not now or ever planned for use as a roadway. Consequently, the desired amount of open land between the subject property and the next structure to the east will continue to be not less than 91.66-feet (the Applicant's 15-foot east side yard setback requirement, plus the remaining 65.66-feet of right-of-way, plus the next property to the east's minimum required side yard setback of 10-feet).

Under standard application of applicable Code provisions, the resulting 11,500 square foot lot would have a Net Lot Area of 10,500 square feet for purposes of determining allowable density (deduct only the 1,000 square feet of vacated right-of-way), which would continue to allow two detached residential dwellings or a duplex. The Net Lot Area for

purposes of determining allowable Floor Area would be 9801.5 square feet (must deduct all area within the vacated right-of-way, all area where slopes exceed 30% and half of the area where slopes fall between 20-30%), which allows 3,708 square feet of Floor Area for single-family development and 4,128 square feet for a duplex or two detached residences.

In the scope of the overall proposal being made herein, the Applicant is not willing to be penalized with Lot Area reductions due to the presence of artificial, man-made steep slopes. Unfortunately, unlike the Pitkin County Land Use Code, the City Code fails to differentiate between naturally occurring steep slopes and minor slope anomalies that are the result of human activities and disturbances. The Applicant's existing lot and the City-owned parcels that would be added to it are essentially flat other than such minor slope anomalies. The slopes of greater than 20% on the Applicant's current parcel were all created with the development of his home and yard just a few years ago and were the result of City requirements for retaining and storm drainage. Similarly, the slopes on the City-owned parcels are considered to have been artificially steepened by the dumping of overburden during previous mining activities, construction of the old railroad grade, and/or improvement of the Midland Trail. The steepness of these slopes is not a natural condition and, upon further use and development of the property should this proposal be approved, they will be recontoured in conformance with City Engineering standards anyway.

This application is unique as it involves a proposed land exchange and associated negotiated terms as well as a required public vote to ratify any resulting approvals. The fact that these dimensional variances are essentially an element within the overall framework that makes up the terms of the deal renders application of the standard Section 26.314.040 review criteria clumsy and awkward. In other words, the codified review standards for dimensional requirement variances were certainly not written with this type of extraordinary application in mind.

Nevertheless, staff has directed that the Applicant respond to the standards of Section 26.314.040 as the only codified criteria available. Said Section provides that, to authorize a variance from the dimensional requirements of Title 26, the appropriate decision-making body shall make a finding that the following three (3) circumstances exist (each is cited below in indented and *italicized text* and immediately followed by the Applicant's response):

> *(1) The grant of variance will be generally consistent with the purposes, goals, objectives and policies of this Title and the Municipal Code; and*

The proposed variances are generally consistent with the purposes, goals, objectives and policies of the Aspen Land Use and Municipal Codes. Please reference the narratives provided earlier herein as they address many of the ways this proposal is not only consistent with but also forwards the purposes, goals, objectives, and policies of the City Code. Further, Code Section 26.710.010 provides that,

In order to ensure that all development is consistent with the goals and objectives of the Aspen Area Community Plan and this Title, it is necessary and proper to establish a series of Zone Districts to ensure that each permitted and conditional use is compatible with surrounding land uses, is served by adequate public facilities and is consistent with the environmental sensitivity of the City and its surrounding area's natural resources. All development within each Zone District shall be consistent with the purposes stated for that Zone District…Any use which is not specifically listed…as a permitted or conditional use…shall be considered prohibited…

The Applicant is not seeking to vary the approved uses in the Zone District and is only requesting variances from dimensional standards. All uses are and will continue to be consistent with the R-6 zoning. Responses provided above in relation to the various subdivision and rezoning review standards address the proposal's full consistency with public utilities and services capacities as well as consistency with environmental sensitivity and surrounding natural resources.

The variances will have no effect on the property's, its use's or this overall proposal's strong degree of consistency with the codified purpose of the R-6 Zone District, which is "*to provide areas for long-term residential purposes…and customary accessory uses. Recreational…uses customarily found in proximity to residential uses are included…Lands in the Medium-Density Residential (R-6) Zone District are generally limited to the original Aspen Townsite, contain relatively dense settlements of predominantly detached and duplex residences and are within walking distance of the center of the City.*"

The property will continue to be utilized for long-term residential purposes and customary accessory uses. The overall proposal not only maintains but significantly enhances recreational uses and opportunities in proximity to the residential uses of the zone district. The Applicant's lot and the land being added to it are within the original Aspen Townsite, in an area with relatively dense settlements of predominantly detached and duplex residences within walking distance of the Commercial Core.

(2) The grant of variance is the minimum variance that will make possible the reasonable use of the parcel, building or structure; and

Please reference the narratives provided earlier in this Section IV.C. of the application, prior to the review standards responses. The proposed variances are the minimum that will make possible the proposed land exchange, which represents the minimum the Applicant considers will make possible the reasonable use of the parcel and its future building(s).

(3) Literal interpretation and enforcement of the terms and provisions of this Title would deprive the applicant of rights commonly enjoyed by other parcels in the same zone district and would cause the applicant unnecessary hardship, as distinguished from mere inconvenience. In determining whether an applicant's rights would be deprived, the Board shall consider whether either of the following conditions apply:

a. There are special conditions and circumstances which are unique to the parcel, building or structure, which are not applicable to other parcels, structures or buildings in the same zone district and which do not result from the actions of the applicant; or

b. Granting the variance will not confer upon the applicant any special privilege denied by the terms of this Title and the Municipal Code to other parcels, buildings or structures, in the same zone district.

Please reference the narratives provided earlier in this Section IV.C. of the application, prior to the review standards responses. This entire proposal represents special conditions and circumstances which are unique to the subject parcel and not applicable to other parcels in the R-6 zone district. The actions of the Applicant are not at fault for the fact that the proposed enlargement of the subject parcel would render the existing structure nonconforming with respect to the minimum west side yard setback and minimum combined side yard setback requirements.

The City's nonconforming structure regulations are, for lack of a better way to put it, often punitive and inflexible but would be rendered inapplicable if the requested variances are granted. As part of the overall proposal put forth herein, the Applicant prefers to have the grant of the variances, subject to ratification by the voters, replace and supersede the nonconforming status that would otherwise result.

D. GMQS – PROVISION OF REQUIRED AFFORDABLE HOUSING VIA FEE-IN-LIEU PAYMENT (§26.470.110.C)

The proposed addition of lands to a lot within a previously approved subdivision is exempt from all growth management approvals pursuant to Chapter 26.470 of the Code. The existing dwelling on the Applicant's lot provided affordable housing mitigation in the form a newly build, deed-restricted, for sale dwelling unit that is located on Lot 2 of the Boomerang Lot Split. See Plat Notes on the Boomerang Lot Split Subdivision Exemption Plat, Section 6 of Ordinance No. 6, Series of 2006, and Section 3.e. of the Subdivision Exemption Agreement, all of which are attached as Exhibit 4.

The Applicant is seeking to proactively allow for any future affordable housing mitigation associated with any additional development on the resulting lot to be satisfied via Cash-in-Lieu at the rate in effect at the time of building permit application. Any mitigation would be for the incremental increase in floor area that might occur on the resulting lot and, rather than maybe need to come before Council in the future to request the ability to satisfy it with cash-in-lieu as opposed to having to utilize Affordable Housing Credit Certificates, the Applicant prefers to have this option approved at this time.

Per Code Section 26.470.110(c), the provision of affordable housing in excess of 0.10 Full-Time Equivalents (FTEs) via a fee-in-lieu payment, upon recommendation from the Planning and Zoning Commission, may be approved by City Council based on the

following criteria (each is cited below in indented and *italicized text* and immediately followed by the Applicant's response):

> *(1) The provision of affordable housing on site (on the same site as the project requiring such affordable housing) is impractical given the physical or legal parameters of the development or site or would be inconsistent with the character of the neighborhood in which the project is being developed.*

The existing home has already provided actual, built affordable housing that is essentially on-site (on the adjacent Lot 2). The provision of additional housing onsite is impractical given the dimensions of the land area being added. Further, any required affordable housing incrementally required for mitigation of the floor area that might be added to the property will likely be a fraction of an FTE but still more than the miniscule 0.10 FTE threshold that would require City Council approval to satisfy via fee-in-lieu. The Applicant is not seeking to avoid full mitigation requirements. Rather, the Applicant is merely seeking to proactively allow for any future affordable housing mitigation associated with any additional development on the resulting lot to be satisfied via Cash-in-Lieu at the rate in effect at the time of building permit application as opposed to having only the option of finding, purchasing and extinguishing AH Credit Certificates.

> *(2) The applicant has made a reasonable good-faith effort in pursuit of providing the required affordable housing off site through construction of new dwelling units, the deed restriction of existing dwelling units to affordable housing status, or through the purchase of affordable housing certificates.*

Please refer to the response provided for the previous review criterion, above.

> *(3) The applicant has made a reasonable good-faith effort in pursuit of providing the required affordable housing through the purchase and extinguishment of Certificates of Affordable Housing Credit.*

Please refer to the response provided for the previous review criterion, above.

> *(4) The proposal furthers affordable housing goals, and the fee-in-lieu payment will result in the near-term production of affordable housing units.*

The City of Aspen has been engaged in studying and increasing the cash-in-lieu rates required for affordable housing mitigation and is building in a mechanism for the rates to automatically escalate with the passage of time. Those rates are being established for the purpose of enabling the production of actual affordable housing units. The Applicant has faith that the resulting Code requirements will achieve these goals and feels strongly that the commitment to fully mitigate in accordance with the applicable requirements of the Code in effect at the time will result in the near-term production of affordable housing.

E. MISCELLANEOUS (§26.710.040, R-6 ZONE DISTRICT, AND §26.575.020, CALCULATIONS AND MEASUREMENTS)

The proposal is consistent with the Intent and allowed uses of the R-6 Zone District. Various dimensional requirements of the zone have been discussed and addressed throughout the foregoing. Other than modest and neighborhood-compatible side yard setback and net lot area concessions requested in consideration of the overall land exchange proposal put forth herein, all other dimensional requirements of the R-6 zoning and all remaining applicable provisions of Section 26.575.020, Calculations and Measurements, will be adhered to and satisfied.

F. VESTED RIGHTS EXTENSION (§26.308)

The Applicant requests that City Council grant at least 5 years of vested property rights. The Applicant feels strongly that this minimum vesting period is warranted given that there will be a good deal of time consumed by the need for the public vote and follow-up processes to complete and memorialize the land for conservation easement exchange and the fact that the City and County will have its part of the deal (the Conservation Easement) guaranteed in perpetuity as the Deed of Conservation Easement would be recorded concurrently with the Amended Plat and any associated documents.

Per Section 26.308.010(c) of the Code, the City Council may approve an extension of vested rights. In reviewing such a request, the City Council shall consider, but not be limited to, the following criteria (each is cited below in indented and *italicized text* and immediately followed by the Applicant's response):

a. *The applicant's compliance with any conditions requiring performance prior to the date of application for extension or reinstatement;*

This standard is not applicable given that the request is for an extended period of initial vested rights, not a reinstatement or extension. Nevertheless, as stated above, the City and County will have its part of the deal (the Conservation Easement) guaranteed in perpetuity as the Deed of Conservation Easement would be recorded concurrently with the Amended Plat and any associated documents.

b. *The progress made in pursuing the project to date including the effort to obtain any other permits, including a building permit and the expenditures made by the applicant in pursuing the project;*

This standard is also not applicable given that the request is for an extended period of initial vested rights, not a reinstatement or extension. Regardless, the Applicant agreed to and has incurred and covered all costs associated with preparing this application and the associated documents (including but not limited to legal fees, planning costs, and surveyor fees). There have also been substantial "soft costs" incurred and risked by the Applicant is in making this exchange possible, including but not limited to the last 2½

years of taxes and carry/opportunity costs on the property, the City's review fees, and his share of the cost that will be associated with a public election.

c. The nature and extent of any benefits already received by the City as a result of the project approval such as impact fees or land dedications;

The guaranteed and perpetual nature and substantial benefits that will be received by the City because of the project approval have been addressed at length throughout the foregoing. The City and County unsuccessfully pursued a level of interest and control over the proposed 19.329-acres of Conservation Easement lands for a matter of decades. Only now, with this Applicant, does the City and County finally find themselves in a position where there is an earnest opportunity to achieve the public goals of open space preservation and recreational trail use and access. Not only is the opportunity being presented, but the deal being offered is quite generous when put into proper perspective.

A standard block in the City and Townsite of Aspen has an area of 59,400 square feet, including the 20-foot-wide alley right-of-way. The proposed Conservation Easement includes 841,971 square feet of land. In other words, the Applicant is seeking ownership of just 4,000 square feet of land and a yard and landscape easement over another 1,999 square feet in exchange for the proposed Conservation Easement parcel that could hold more than 14 full City blocks. For sake of comparison, Aspen's entire Commercial Core Zone District contains less than 12 full City and Townsite blocks.

The parcel proposed for acquisition by the Applicant is less than 0.5% of the size of the conservation easement being offered in exchange to the City and County. In other words, the proposed Conservation Easement has an area that is more than 210-times that of the land the Applicant stands to acquire. The Applicant gains approximately 0.092-acre of land while granting to the City and County 19.329-acres of Conservation Easement for open space and trails that the City and County have actively sought for at least the last two decades, if not longer.

d. The needs of the City and the applicant that would be served by the approval of the extension or reinstatement request.

The needs of the City are obvious. The extended vesting period is a condition of the Applicant's willingness to provide the conservation easement and associated rights. The needs of the Applicant are simple as well. The Applicant does not want to be hurried to act upon the approval while the conservation easement granted in exchange is guaranteed in perpetuity. The Applicant is not requesting an equal exchange in the form of perpetual vested rights, although one might argue that such would be warranted. Instead, the Applicant is requesting at least five years of vested rights to act upon the approvals but with the public-benefitting caveat that the applicable rate required for cash-in-lieu of affordable housing would remain subject to whatever is current at the time of building permit application for development of additional floor area (i.e., not vesting

against changes to affordable housing mitigation requirements). This ensures that an additional important City need continues to be served.

V. SUMMARY

Thank you for considering this application. The Applicant has provided all information requested for the review and approval. This application involves a sensitive, community-serving, and creative solution to an unmet desire that the City and County have held for a matter of decades. Consistency with the character of the surrounding neighborhood has been accounted for and enhanced.

The parcel proposed for acquisition by the Applicant is less than 0.5% of the size of the 841,971 square foot conservation easement being offered to the City and County. The proposed Conservation Easement has an area that is more than 210-times that of the land the Applicant stands to acquire. Moreover, the Conservation Easement optimizes open space and trails immediately adjacent to the original Aspen Townsite and connected with the Midland Trail and West Hopkins Avenue pedestrian/bike corridor.

Control over this 19.329-acres has been a goal of the City and County for at least the last two decades, if not longer. As demonstrated herein, no matter how one looks at it and at little to no cost to taxpayers, the City is being offered the opportunity for nothing short of an incredible deal that will greatly and perpetually benefit the public.

The proposal merits approval based on conformance with all relevant sections of the Land Use Code and the substantial public benefit to be derived. Should further information be necessary for a complete review of the application, please contact the Applicant through the authorized representative: Haas Land Planning, LLC.

PRIDE OF ASPEN LAND EXCHANGE – 501 WEST HOPKINS AVENUE

✦ EXHIBITS ✦

- **Exhibit 1:** Pre-Application Conference Summary

- **Exhibit 2:** Required Forms:
  A. Land Use Application Form
  B. Dimensional Requirements Form
  C. HOA Compliance Form
  D. Agreement to Pay Application Fee

- **Exhibit 3:** Existing Conditions
  A. Vicinity Maps
  B. GIS Parcel Reports
  C. Improvement & Topographic Survey

- **Exhibit 4:** Previous Approval Documents
  A. Boomerang Lot Split Subdivision Exemption Plat (Book 79 at Page 70)
  B. Ordinance No. 6, Series of 2006 (Reception No. 525368)
  C. Subdivision Exemption Agreement - Boomerang Lot Split (Reception No. 525369)

- **Exhibit 5:** Proposed Amended Plat

- **Exhibit 6:** Proposed Right-Of-Way Vacation Plat

- **Exhibit 7:** Proposed Zoning Amendment Exhibit Map

- **Exhibit 8:** Proposed Yard & Landscape Easement Agreement and Exhibit Map

- **Exhibit 9:** Proposed Deed of Conservation Easement and Exhibit Map

- **Exhibit 10:** Studies and Reports About Proposed Conservation Easement Lands

- **Exhibit 11:** Proof of the Applicant's Ownership

- **Exhibit 12:** Authorization for Haas Land Planning, LLC

- **Exhibit 13:** Public Notice Mailing List

EXHIBIT 1

CITY OF ASPEN

PRE-APPLICATION CONFERENCE SUMMARY

DATE: October 8, 2020

PLANNER: Phillip Supino | 429-2767 | phillip.supino@cityofaspen.com

PROJECT NAME AND ADDRESS: Pride of Aspen Conservation Easement, Major Subdivision and Zoning Map Amendment – 501 W. Hopkins Ave.

PARCEL ID#: 273512466002

REPRESENTATIVE: Mitch Haas

DESCRIPTION: 501 W. Hopkins is a R-6 single-family property on a 7,500 square foot lot at the base of Shadow Mountain and the Midland Trail trailhead. The applicant seeks to acquire and draw into their property a portion of public right-of-way east of the subject parcel on S. 4th Street and a portion of unimproved City-owned lands to the south, as well as an easement for limited uses on additional City-owned lands to the south. Those lands are zoned Public. Subdivision review is required for vacation of the right-of-way and replatting of the lot and Rezoning review is required to identify the new parcel as being zoned R-6. In exchange for vacation and dedication of the City- owned lands and easement, the applicant agrees to dedicate a conservation easement for the unimproved Pitkin County parcel commonly known as The Pride of Aspen.

The extent, limitations, and legal requirements of that conservation easement do not fall within the jurisdiction of the Land Use Code and are not included in the application requirements or review criteria for the Subdivision or Rezoning. However, it is understood that the transfer of City-owned lands to the applicant and subsequent Rezoning are conditioned upon the dedication of the conservation easement to the City. Approval of the transfer of City-owned lands requires a public vote. That process is separate and distinct from the Subdivision and Rezoning processes described herein.

Chapter 26.480 of the Land Use Code provides the regulations and standards for Subdivision actions within the City. Because the application includes a Street Vacation, the review is Major Subdivision and the applicant must provide information relevant to and address the requirements in section 26.480.040 – General Subdivision Review Standards and 26.480.070 – Major Subdivision.

Chapter 26.310 of the Land Use Code provides the regulations and standards for the Rezoning. The application for the Rezoning must provide information relevant to and address the requirements in section 26.310.060 – Rezoning Procedure for Amendment, 26.310.080 Rezoning Application Contents, and 26.310.090 Rezoning Standards for Review.

The Zoning Map Amendment, Subdivision and City lands transfer are Planning and Zoning and Council level reviews.

Neighborhood Outreach is required prior to the public hearings in accordance with the Land Use Code Section 26.304.035. Staff recommends the applicant provide enhanced public information according to Section 26.304.035.C. Staff recommends additional information on the application be provided in both the mailing notice and the posting on site. The additional information included in the mailing should include a proposed site plan and description of the proposal. A poster showing the proposed lot split should also be posted on site. The poster should include the site plan, description, and contact information for the applicant.

A request to allow for any future affordable housing mitigation via Cash-in-Lieu at the rate in effect at the time of application will require approval by City Council.

The applicant is requesting a 5-year period of vested rights, exceeding the standard 3-year period of vesting in the code. Approval of an extension requires approval by City Council.

Two dimensional variances are requested. A setback variance for 5' setbacks is requested where larger side yard setbacks would typically be required for the newly created lot. The applicant is also requesting a net lot area deduction exemptions which would eliminate net lot area deductions for steep slopes and areas within a right of way.

The applicant is requesting a land use application fee waiver. All land use application fees and deposits shall be paid once the application has been deemed complete. If City Council approves a reduction or fee waiver, all applicable funds will be refunded.

The application will be referred to the City Parks, City Engineering, and Pitkin County Community Development Department for comment prior to the Planning and Zoning Commission Hearing.

Below are links to the Land Use Application form and Land Use Coe for your convenience:

RELEVANT LAND USE CODE SECTIONS:

Section Number	**Section Title**
26.104.070	**Land Use Application Fee Waiver**
26.304	Common Development Review Procedures
26.304.035	Neighborhood Outreach
26.308	**Vested Rights Extension**
26.310	Amendments to the LUC and Zoning Map
26.314.040.A	**Variances – Dimensional Requirements**
26.470.110.C	**GMQS - Provision of Required Affordable Housing Via a Fee-in-Lieu Payment**
26.480.030.C	Procedures for Review - Major Subdivisions
26.480.040	General Subdivision Review Standards
26.480.070.A and B	Major Subdivision, Land Subdivision and Vehicular Rights-of-Way
26.490	Approval Documents – For Plat Requirements
26.575.020	Calculations and Measurements
26.710.040	Zone Districts, Medium Density Residential (R-6)

For your convenience – links to the Land Use Application and Land Use Code are below:

Land Use Application Land Use Code

REVIEW BY:
- Community Development Staff for complete application and recommendations
- Planning and Zoning Commission for recommendations
- City Council for Decision

PUBLIC HEARING: Yes, Planning and Zoning, and City Council

PLANNING FEES: $7,800 for 24 hours of staff time (additional/lesser hours will be billed/refunded at $325/hour)

REFERRAL FEES: Engineering - $325 Deposit for 1 hour of review (additional hours will be billed at $325/hr.)

Parks - $1,300 Flat Fee

TOTAL DEPOSIT: $9,425

APPLICATION CHECKLIST – Please submit the following as one pdf document to phillip.supino@cityofaspen.com.

- ☐ Completed Land Use Application, HOA Compliance Form, and signed Fee Agreement.
- ☐ Pre-application Conference Summary (this document).
- ☐ Applicant's name, address and telephone number, contained within a letter signed by the applicant stating the name, address, and telephone number of the representative authorized to action on behalf of the applicant.
- ☐ Street address and legal description of the parcel on which development is proposed to occur, consisting of a current (no older than 6 months) certificate from a title insurance company, an ownership and encumbrance report, or attorney licensed to practice in the State of Colorado, listing the names of all owners of the property, and all mortgages, judgments, liens, easements, contracts and agreements affecting the parcel, and demonstrating the owner's right to apply for the Development Application.
- ☐ An 8 1/2" by 11" vicinity map locating the parcel within the City of Aspen.
- ☐ An Improvement survey (no older than one year from submittal) including topography and vegetation showing the current status of the parcel certified by a registered land surveyor licensed in the State of Colorado. In lieu of hazard and existing condition mapping required in the City of Aspen Engineering Design Standards, this survey shall include slopes in excess of 30%, and any other natural or man-made hazard or condition that could harm the health, safety, or welfare of the community.
- ☐ A written description of the proposal and written explanation of how the request complies with the review standards relevant to the application.
- ☐ The present Zone District classification and existing land uses of the real property proposed to be amended.
- ☐ The area of the property proposed to be amended, stated in square feet or acres.
- ☐ An accurate survey map of the real property proposed for amendment.
- ☐ A Draft Plat meeting the plat requirements of Chapter 26.490 – Approval Documents.
- ☐ A narrative prepared by a Colorado registered Professional Engineer, and depiction or mapping as necessary, describing the potential infrastructure upgrades, alignment, design, and mitigation techniques that may be necessary for development of the site to be served by public infrastructure, achieve compliance with Municipal Code Title 29 – Engineering Design Standards, and achieve compliance with the City of Aspen Urban Runoff Management Plan (URMP).

  The information shall be of sufficient detail to determine the acceptable location(s) and extent of development and to understand the necessary upgrades and the possible alignments, designs, or mitigation techniques that may be required. Specific engineered solutions and design details do not need to be submitted for land use review. An applicant may be required to submit specific design solutions prior to or in conjunction with recordation of a subdivision plat and development agreement, pursuant to Chapter 26.490 – Approval Documents.

- ☐ A statement regarding School Land Dedication requirements of Section 26.620.060 and a description of any lands to be dedicated to meet the standard.

- ☐ For changes to vehicular rights-of-way, a draft right-of-way vacation/dedication plat meeting the requirements of Chapter 26.490 – Approval Documents, describing and depicting the boundary of the vacation/dedication including bearings and dimensions with adequate ties to existing monuments to permit accurate legal definition.

- ☐ For changes to vehicular rights-of-way, a statement and depiction on the draft vacation/dedication plat regarding compliance with State Statute showing which portions of vacation areas accrue to which properties.
- ☐ For changes to vehicular rights-of-way, a statement by the surveyor that all utility companies have been contacted and a depiction of all existing utility lines in the right(s)-of-way in which the vacation/dedication is requested.

If the copy is deemed complete by staff, the following items will then need to be submitted:

- ☐ Total deposit for review of the application.

Depending on further review of the case, additional items may be requested of the application. Once the deposit is received, the case will be assigned to a planner and the land use review will begin.

Disclaimer:
The foregoing summary is advisory in nature only and is not binding on the City. The summary is based on current zoning, which is subject to change in the future, and upon factual representations that may or may not be accurate. The summary does not create a legal or vested right.

EXHIBIT 2.A.

LAND USE APPLICATION

Project Name and Address: Pride of Aspen Land Exchange - 501 W Hopkins Ave

Parcel ID # (REQUIRED) 2735-124-66-002

APPLICANT:

Name: R.D. Olson Investments II, LLC - Robert Olson, Managing Member

Address: 520 Newport Center Dr, #600, Newport Beach, CA 92660

Phone #: (949) 271-1101 email: bob.olson@rdodevelopment.com

REPRESENTIVATIVE:

Name: Mitch Haas, Haas Land Planning, LLC

Address: 420 E. Main Street, Suite 220, Aspen, CO 81611

Phone#: (970) 309-2773 email: mitch@hlpaspen.com

Description: Existing and Proposed Conditions

Add 4,000 sqft of City-owned land to Lot 1, Boomerang Subdivision Exemption Plat, plus a 1,999 sq

Review: Administrative or Board Review

Major Subdivision, Amendment to the Zoning Map, Variances, GMQS Review, and Vested Rights

Required Land Use Review(s):

Major Subdivision, Amendment to the Zoning Map, Variances, GMQS Review, and Vested Rights

Growth Management Quota System (GMQS) required fields:

Net Leasable square footage N/A **Lodge Pillows** N/A **Free Market dwelling units** N/A

Affordable Housing dwelling units N/A **Essential Public Facility square footage** N/A

Have you included the following?

FEES DUE: $ 9,425.00

- [x] **Pre-Application Conference Summary**
- [x] **Signed Fee Agreement**
- [x] **HOA Compliance form**
- [x] **All items listed in checklist on PreApplication Conference Summary**

EXHIBIT 2.B.

DIMENSIONAL REQUIREMENTS FORM
Complete only if required by the PreApplication checklist

Project and Location 501 W. Hopkins Ave (Lot 1, Boomerang Lot Split Subdivision Exemption)

Applicant: R.D. Olson Investments II, LLC

Zone District: R-6 **Gross Lot Area:** 11,500sf **Net Lot Area:** 11,500sf

**Please refer to section 26.575.020 for information on how to calculate Net Lot Area

Please fill out all relevant dimensions

Single Family and Duplex Residential

	Existing	Allowed	Proposed
1) Floor Area (square feet)	3450+250;	3450+250;	4230+250
2) Maximum Height	28';	28';	28'
3) Front Setback	10';	10';	10'
4) Rear Setback	9.9';	10';	10' or 5' for accessory/garage
5) Side Setbacks	8.3'(W) & 13.9'(E);	5' & 5';	5' (W) & 15' (E)
6) Combined Side Setbacks	22.2';	22.5';	N/A
7) % Site Coverage	??;	55%;	48.33%
8) Minimum distance between buildings	N/A;	5';	TBD

Proposed % of demolition N/A

Multi-family Residential N/A

	Existing	Allowed	Proposed
1) Number of Units			
2) Parcel Density (see 26.710.090.C.10)			
3) FAR (Floor Area Ratio)			
4) Floor Area (square feet)			
5) Maximum Height			
6) Front Setback			
7) Rear Setback			
8) Side Setbacks			

Proposed % of demolition _____

Commercial N/A

Proposed Use(s)_____

	Existing	Allowed	Proposed
1) FAR (Floor Area Ratio)			
2) Floor Area (square feet)			
3) Maximum Height			
4) Off-Street Parking Spaces			
5) Second Tier (square feet)			
6) Pedestrian Amenity (square feet)			

Proposed % of demolition _____

Lodge N/A

Additional Use(s)_____

	Existing	Allowed	Proposed
1) FAR (Floor Area Ratio)			
2) Floor Area (square feet)			
3) Maximum Height			
4) Free Market Residential(square feet)			
4) Front setback			
5) Rear setback			
6) Side setbacks			
7) Off-Street Parking Spaces			
8) Pedestrian Amenity (square feet)			

Proposed % of demolition _____

Existing non-conformities or encroachments:

West Side Yard; Combined Side Yards

Variations requested:

Reduced Side Yard requirement; No Combined Side Yard Requirement; No Lot Area Reductions

3450+250; 3450+250; 4480

EXHIBIT 2.C.

Homeowner Association Compliance Policy

All land use applications within the City of Aspen are required to include a Homeowner Association Compliance Form (this form) certifying that the scope of work included in the land use application complies with all applicable covenants and homeowner association policies. The certification must be *signed by the property owner or Attorney representing the property owner*.

Property Owner ("I"):	Name: R.D. Olson Investments II, LLC		
	Email: bob.olson@rdodevelopmen	Phone No.:	(949) 271-1101
Address of Property: (subject of application)	501 West Hopkins Avenue, Aspen, CO 81611		

I certify as follows: (pick one)

☒ This property is not subject to a homeowner association or other form of private covenant.

☐ This property is subject to a homeowner association or private covenant, and the improvements proposed in this land use application do not require approval by the homeowners association or covenant beneficiary.

☐ This property is subject to a homeowners association or private covenant and the improvements proposed in this land use application have been approved by the homeowners association or covenant beneficiary.

I understand this policy and I understand the City of Aspen does not interpret, enforce, or manage the applicability, meaning or effect of private covenants or homeowner association rules or bylaws. I understand that this document is a public document.

Owner signature: _____ Date: 06/9/21

Owner printed name: Robert Olson

or,

Attorney signature: _____ Date: _____

Attorney printed name: _____

EXHIBIT 2.D.

Agreement to Pay Application Fees

An agreement between the City of Aspen ("City") and

Please type or print in all caps

Address of Property: 501 W. HOPKINS AVE

Property Owner Name: R.D. OLSON INVESTMENTS II, LLC Representative Name (if different from Property Owner): Robert Olson, Managing Member

Billing Name and Address - Send Bills to:

520 NEWPORTCENTERDR, STE 600; NEWPORTBEACH, CA 92660

Contact info for billing: e-mail: BOB@RDODEVELOPMENT.COM Phone: (949) 271-1101

I understand that the City has adopted, via Ordinance No. 20, Series of 2020, review fees for Land Use applications, and payment of these fees is a condition precedent to determining application completeness. I understand that as the property owner, I am responsible for paying all fees for this development application.

For flat fees and referral fees: I agree to pay the following fees for the services indicated. I understand that these flat fees are non-refundable.

$. 1,300 flat fee for PARKS. $._____ flat fee for _____

$._____ flat fee for _____. $._____ flat fee for _____

For deposit cases only: The City and I understand that because of the size, nature, or scope of the proposed project, it is not possible at this time to know the full extent or total costs involved in processing the application. I understand that additional costs over and above the deposit may accrue. I understand and agree that it is impracticable for City staff to complete processing, review, and presentation of sufficient information to enable legally required findings to be made for project consideration unless invoices are paid in full.

The City and I understand and agree that invoices sent by the City to the above listed billing address and not returned to the City shall be considered by the City as being received by me. I agree to remit payment within 30 days of presentation of an invoice by the City for such services.

I have read, understood, and agree to the Land Use Review Fee Policy, including consequences for non-payment. I agree to pay the following initial deposit amounts for the specified hours of staff time. I understand that payment of a deposit does not render an application complete or compliant with approval criteria. If actual recorded costs exceed the initial deposit, I agree to pay additional monthly billings to the City to reimburse the City for processing my application at the hourly rates hereinafter stated.

$ 7,800 deposit for 24 hours of Community Development Department staff time. Additional time above the deposit amount will be billed at **$325.00 per hour**.

$ 325 deposit for 1 hours of Engineering Department staff time. Additional time above the deposit amount will be billed at **$325.00 per hour**.

City of Aspen:

Phillip Supino, AICP
Community Development Director

Signature: _____

PRINT Name: ROBERT OLSON

Title: Managing Member

City Use:
Fees Due: $_____ Received $_____
Case #_____

I want to...

EXHIBIT 3.A.

PRIMARY PARCEL (7,500 SqFt)

ACQUIRED PARCEL (4,000 SqFt)

CONSERVATION PARCEL (841,971 SqFt)

30 SAWMILL CT
28 SAWMILL CT
SAWMILL CT
705 W HOPKINS AVE
719 W HOPKINS AVE
208 S 7TH ST
301 S 7TH ST
300 S 7TH ST
315 S 7TH ST
310 S 7TH ST
312 S 7TH ST
327 S 7TH ST
308 S 7TH ST
S 7TH ST
411 S 7TH ST
100 MAROLT PL
TOBY LN
5 TOBY LN
717 S 7TH ST
715 S 7TH ST
1 TOBY LN
500 MAROLT PL
600 MAROLT PL
488 CASTLE CREEK RD
700 MAROLT PL
488 CASTLE CREEK RD UNIT 207
800 MAROLT PL
CASTLE CREEK RD
Castle Creek
W HOPKINS AVE
605 W HOPKINS AVE
523 W HOPKINS AVE
505 W HOPKINS AVE
501 W HOPKINS AVE
S 4TH ST
431 W HOPKINS AVE
419 W HOPKINS AVE
219 S 3RD ST

Image S...
1991
Current
Current
0
100
200ft
1:500

Pitkin County | Pitkin County, Colorado | Colorado Water Conservation Board (CWCB), Pitkin County | City of Aspen GIS, Maxar, Micros...

Layer List | Legend

Quick Links:

Property Search
View Map

Layers:

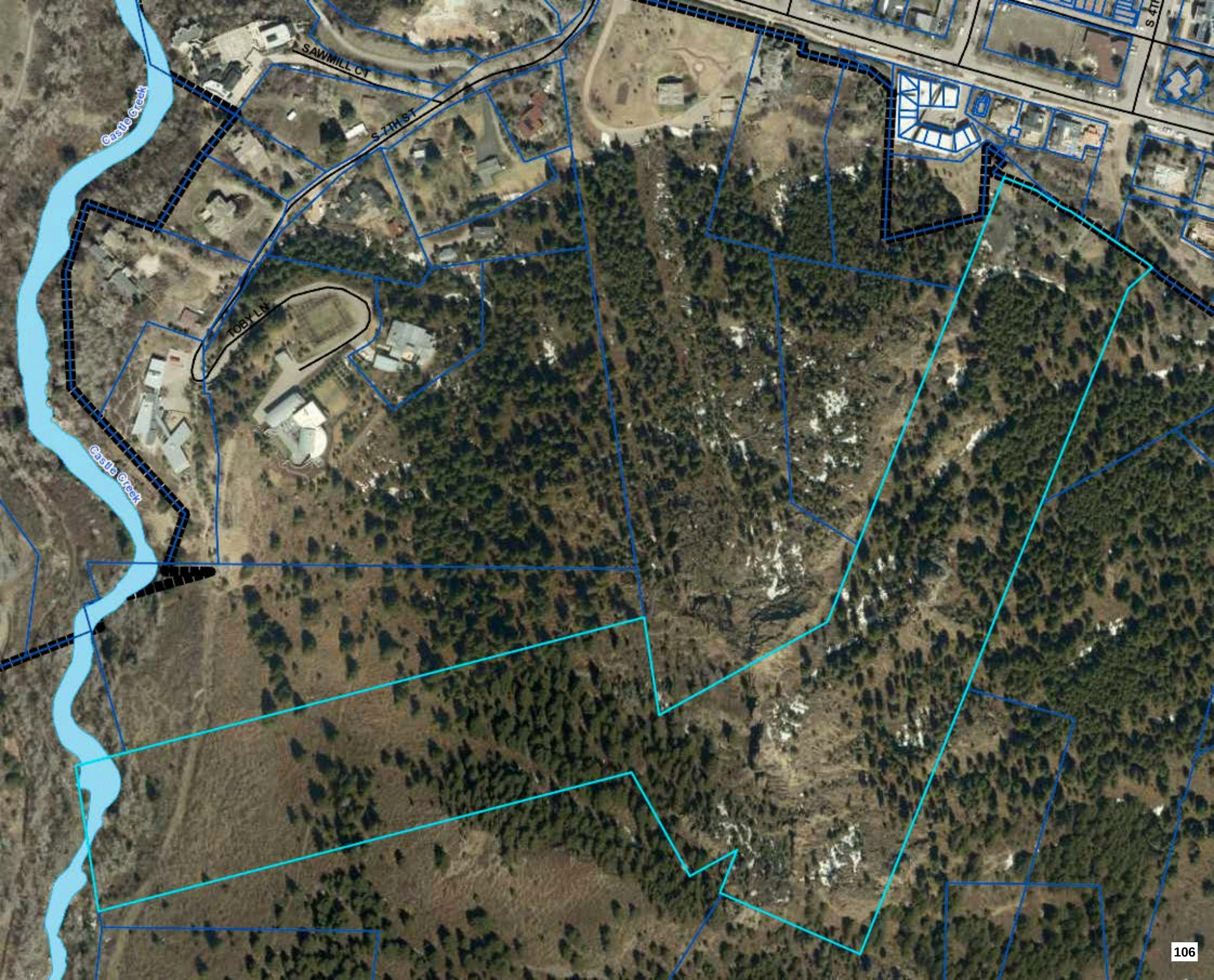
- [x] Parcel
- [x] Account\Parcel Numbers
- [ ] Address
- [ ] Pitkin County Zone Districts
- [ ] Subdivision
- [ ] Structure
- [ ] Rivers and Creeks
- [ ] River, Lake or Pond
- [x] City Limits
- [ ] Federal Lands
- [x] Roads
- [x] Highways
- [x] USA Major Highways
- [x] County Boundary
- [x] Aerial Photography
- [x] 2019 NAIP

Restore Layer Defaults

Results:

Account Number
R015511
Parcel Number
273512400005
Owner
R D OLSON INVESTMENTS II LLC
Address
FOURTH ST ASPEN 81611
Acres - 19.329
View: Report | Google Maps opens in a new tab

Account Number	R015511	**Physical Address**	FOURTH ST		**2019 Total Actual Value**	$760,000	**Last 2 Sales**
Parcel Number	273512400005		ASPEN	81611			**Date** **Price**
Acres	19	**Owner Address**	R D OLSON INVESTMENTS II LLC				12/24/2018 $1,000,000
Land SqFt	0		520 NEWPORT CENTER DR #600				n/a $
Tax Area	008		NEWPORT BEACH, CA 92660				
2019 Mill Levy	30.932						


SAWMILL CT
S 7TH ST
TOBY LN
Castle Creek
Castle Creek
106

Layer List | Legend

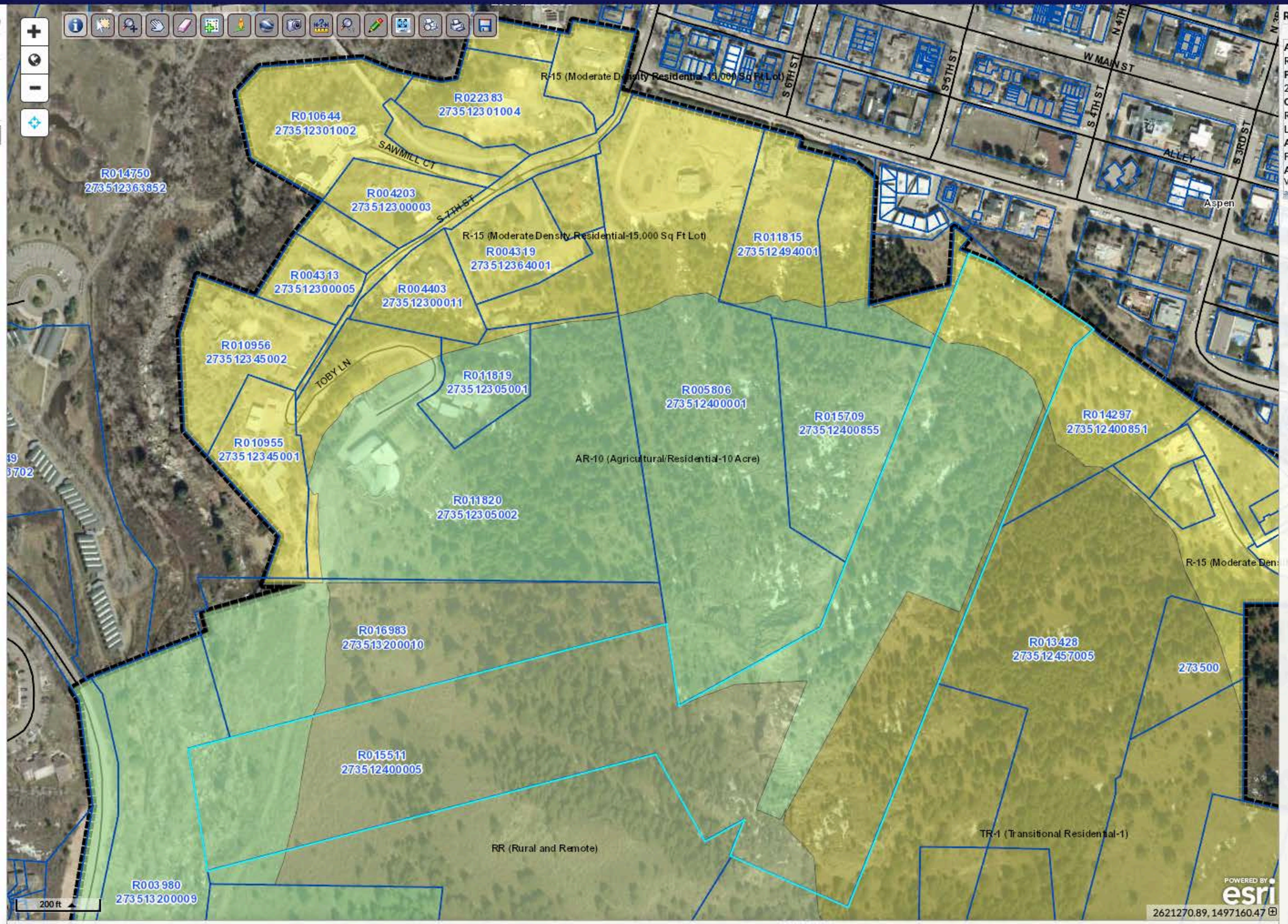
Quick Links:

Property Search
View Map

Layers:

- [x] Parcel
- [x] Account\Parcel Numbers
- [ ] Address
- [x] Pitkin County Zone Districts
- [ ] Subdivision
- [ ] Structure
- [ ] Rivers and Creeks
- [ ] River, Lake or Pond
- [x] City Limits
- [ ] Federal Lands
- [x] Roads
- [x] Highways
- [x] USA Major Highways
- [x] County Boundary
- [x] Aerial Photography
- [x] 2019 NAIP

Restore Layer Defaults



Results:

Account Number
R015511
Parcel Number
273512400005
Owner
R D OLSON INVESTMENTS II LLC
Address
FOURTH ST ASPEN 81611
Acres - 19.329
View: Report | Google Maps opens in a new tab

Account Number	R015511	**Physical Address**	FOURTH ST	**2019 Total Actual Value**	$760,000
Parcel Number	273512400005		ASPEN 81611		
Acres	19	**Owner Address**	R D OLSON INVESTMENTS II LLC		
Land SqFt	0		520 NEWPORT CENTER DR #600		
Tax Area	008		NEWPORT BEACH, CA 92660		
2019 Mill Levy	30.932				

Last 2 Sales

Date	Price
12/24/2018	$1,000,000
n/a	$

R/MF
AH
-15
PUB
MU
AH
AH
R-15
not zoned
R-6
R-15
R-6
AH
MU
82
MU
P
MU
MU
MU
R-6
R-6
R-15
P
R-6
R-6
MU
R-6
R-6 ZONE DISTRICT
APPROXIMATE AREA OF PROPOSED REZONING FROM P TO R-6
108

Layers | Map | Search | Advanced Search | Sales Search | Advanced Results | Sales List | Results | Sales Results | Report | Home Page

Layer List | Legend

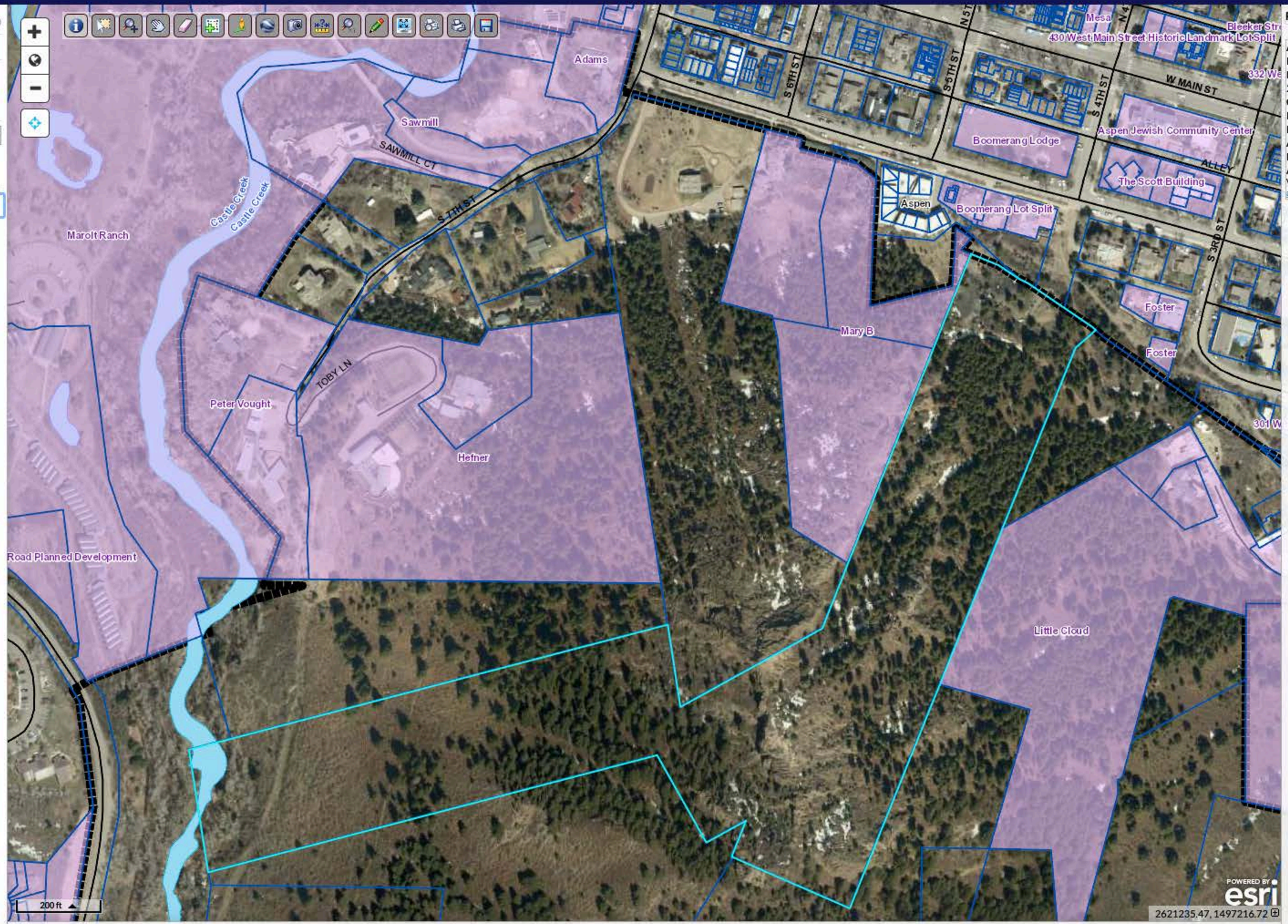
Quick Links:

Property Search
View Map

Layers:

- [x] Parcel
- [ ] Account\Parcel Numbers
- [ ] Address
- [ ] Pitkin County Zone Districts
- [x] Subdivision
- [ ] Structure
- [x] Rivers and Creeks
- [x] River, Lake or Pond
- [x] City Limits
- [ ] Federal Lands
- [x] Roads
- [x] Highways
- [x] USA Major Highways
- [x] County Boundary
- [x] Aerial Photography
- [x] 2019 NAIP

Restore Layer Defaults



Results:

Account Number
R015511
Parcel Number
273512400005
Owner
R D OLSON INVESTMENTS II LLC
Address
FOURTH ST ASPEN 81611
Acres - 19.329
View: Report | Google Maps opens in a new tab

Account Number	R015511	**Physical Address**	FOURTH ST	**2019 Total Actual Value**	$760,000
Parcel Number	273512400005		ASPEN 81611		
Acres	19	**Owner Address**	R D OLSON INVESTMENTS II LLC		
Land SqFt	0		520 NEWPORT CENTER DR #600		
Tax Area	008		NEWPORT BEACH, CA 92660		
2019 Mill Levy	30.932				

Last 2 Sales

Date	Price
12/24/2018	$1,000,000
n/a	$

I want to...
Tools
Castle Creek
301 S 7TH ST
315 S 7TH ST
310 S 7TH ST
312 S 7TH ST
327 S 7TH ST
300 S 7TH ST
308 S 7TH ST
411 S 7TH ST
S 7TH ST
TOBY LN
5 TOBY LN
717 S 7TH ST
715 S 7TH ST
1 TOBY LN
501 W HOPKINS AVE
W HOPKINS AVE
431 W HOPKINS AVE
413 W HOPKINS AVE
205 S 3RD ST
211 S 3RD ST
219 S 3RD ST
217 S 3RD ST
S 3RD ST
28 LITTLE CLOUD TRL
24 LITTLE CLOUD TRL
700 MAROLT PL
800 MAROLT PL
CASTLE CREEK RD
Image S...
1991
Current
Current
0
100
200ft
1:500
Pitkin County | Pitkin County, Colorado | Colorado Water Conservation Board (CWCB), Pitkin County | City of Aspen GIS, Maxar, Micros...
110

I want to...

Tools

301 S 7TH ST
315 S 7TH ST
310 S 7TH ST
312 S 7TH ST
327 S 7TH ST
300 S 7TH ST
308 S 7TH ST
411 S 7TH ST
717 S 7TH ST
715 S 7TH ST
S 7TH ST
TOBY LN
5 TOBY LN
1 TOBY LN
LD26191497
LD26221497
501 W HOPKINS AVE
W HOPKINS AVE
431 W HOPKINS AVE
413 W HOPKINS AVE
205 S 3RD ST
211 S 3RD ST
219 S 3RD ST
217 S 3RD ST
S 3RD ST
28 LITTLE CLOUD TRL
24 LITTLE CLOUD TRL
700 MAROLT PL
800 MAROLT PL
LD26191494
LD26221494
CASTLE CREEK RD

Image S...
1991
Current
Current
0
100
200ft
1:500

Pitkin County | Pitkin County, Colorado | Colorado Water Conservation Board (CWCB), Pitkin County | City of Aspen GIS, Maxar, Micros...

EXHIBIT 3.B.

Pitkin County Parcel Report

Parcel ID: 273512400005
Report Created: 4/29/2021 9:49:15 AM

Property Information

Address (Assessor's Records)	FOURTH ST
Account	R015511
Owner	R D OLSON INVESTMENTS II LLC
Owner Address	520 NEWPORT CENTER DR #600 NEWPORT BEACH, CA 92660
GIS Parcel Size	19.226 Acres
Jurisdiction	Split: Pitkin County (in Aspen UGB) and Pitkin County
Township, Range, Section	T:10, R:85, S:13; T:10, R:85, S:12

Assessor's Information

Land Use Category	0100: Vacant Land-Residential Lot
Legal Description	Subdivision: MINING CLAIM, Section: 12 Township: 10 Range: 85 GOVERNMENT LOT 19 & 21 Section: 13 Township: 10 Range: 85 GOVERNMENT LOT 34 ROARING FORK MINING DISTRICT MINE: PRIDE OF ASPEN - 7364 100% 10.16 ACRESALL SURFACE & MINERAL RIGHTS MINE: COPPEROPOLIS LODE - 1759 PORTION LYING WITHIN THE PRIDE OF ASPEN USMS 7364 MINE: EXTRA - 4712 100% 7.24 ACRESALL SURFACE & MINERAL RIGHTS
Improvements	

Services

Sewer System	Aspen Consolidated Sanitation District
Water District	City of Aspen Water Service Area
Fire District	Aspen Fire Protection District
School District	Aspen School District No. 1 (RE)
Library District	Pitkin County Library

Boundaries

Caucus	Castle Creek
Master Plan Area	AACP, East of Aspen - Independence Pass, Modified Castle

Zone District	AR-10 (Agricultural/Residential-10 Acre), R-15 (Moderate Density Residential-15,000 Sq Ft Lot), RR (Rural and Remote), TR-1 (Transitional Residential-1)
Zone District Overlays	No Zoning Overlay on this parcel
Historic District	Not within a Historic District
Watershed Drainage	Woody Creek-Roaring Fork River, Castle Creek
Watershed Subbasin	Brush Creek-Roaring Fork River, Outlet Castle Creek

Tax Information

Authority	Mill Levy	Amount
PITKIN COUNTY GENERAL FND	2.422	$533.82
COUNTY TV/FM TRANSLATOR	0.287	$63.25
COUNTY ROAD & BRIDGE	0.177	$39.01
COUNTY HUMAN SERVICES	0.065	$14.33
HEALTHY COMMUNITY FUND	0.956	$210.70
ASPEN AMBULANCE DISTRICT	0.501	$110.42
OPEN SPACE & TRAILS	3.75	$826.50
PITKIN COUNTY LIBRARY	1.436	$316.49
ASPEN FIRE PROTECTION	2.638	$581.41
ASPEN CONSOLIDATED SANITA	0.094	$20.72
ASPEN VALLEY HOSPITAL	2.297	$506.26
ROARING FORK TRANSP AUTH	2.65	$584.06
ASPEN SCHOOL DISTRICT	8.844	$1,949.21
COLORADO MTN COLLEGE	4.013	$884.46
COLORADO RIVER WATER CONS	0.502	$110.64
ASPEN HISTORIC PARK & REC	0.3	$66.12
Total	30.932	$6,817.40

Voting Information

Voting Precinct	1, 5
State House District	61
State Senate District	5
Board of County Commissioners District(s)	1
U.S. House of Representatives District	3

Public Amenities

Parks Nearby (1/2 Mile)	Wagner Park, Pioneer Park, Hillyard Park, Triangle Park, Bugsy Barnard Park, Koch Lumber Park, Wheeler Park, Clapper Park, Francis Whitaker Park, Paepcke Park, Yellow Brick School Park, Willoughby ParK, Library Plaza, Armstrong AKA Crash Point, Waite Robinson Park, Lift One A Park, Cooper Park, Hyman Park, Silver Circle Ice Rink, Mary B
Trails Nearby (1/2 Mile)	Racetrack, Villas, W Hallam St, S Seventh St, Trueman , Water Place, Community Garden, Zoom, Summit St Cutoff , Castle Creek Rd, Roundabout , Post Office, E Hallam St, Marolt Foot Path, Roundabout, Ajax - Little Cloud connector, E Hopkins Ave, Meadows Rd, Little Cloud, Midland Trail , Bugsy Barnard, W Hopkins Ave, Hospital, Ajax, Aspen Mountain Rd, Bergman, Marolt, Top of Mill Crossover, Trueman, Red Brick, Water Plant, Music Tent, Midland - 3rd St, Castle Creek Underpass, Holy Cross, W Hopkins Path
Open Spaces Nearby (1/2 Mile)	Hallam Lake, Twin Ridge, Thomas Ranch, Reeder, Holy Cross Electric, Little Cloud, Thomas Estate Park, Holden Marolt barn area, Marolt Ranch, Little Cloud Park, Jenny Adair Park, Center Lode Mining Claim, Barbee

Documents

Parcel	273512400005
Address	None Found
Retired Parcel	273513200001 273512400201 273512400003

Summary

Account	R015511
Parcel	273512400005
Property Address	FOURTH ST, ASPEN, CO 81611
Legal Description	Subdivision: MINING CLAIM, Section: 12 Township: 10 Range: 85 GOVERNMENT LOT 19 & 21 Section: 13 Township: 10 Range: 85 GOVERNMENT LOT 34 ROARING FORK MINING DISTRICT MINE: PRIDE OF ASPEN - 7364 100% 10.16 ACRESALL SURFACE & MINERAL RIGHTS MINE: COPPEROPOLIS LODE - 1759 PORTION LYING WITHIN THE PRIDE OF ASPEN USMS 7364 MINE: EXTRA - 4712 100% 7.24 ACRESALL SURFACE & MINERA
Property Type	VACANT
Acres	19.329
Land SqFt	0
Tax Area	8
Mill Levy	30.932
Subdivision	MINING CLAIM
Neighborhood	
Super Neighborhood	

View Map

Owners

R D OLSON INVESTMENTS II LLC
520 NEWPORT CENTER DR #600
NEWPORT BEACH CA 92660

Land

Unit Type	VACANT RES LOTS
Land Size Acres	19.32
Land Size SqFt	0

Information

PITKIN COUNTY
ASSESSOR

Pitkin County, CO
530 E. Main St.
Suite #204
Aspen, CO 81611
https://pitkincounty.com

PITKIN PROPERTY SEARCH

Assessor
Deb Bamesberger
970-920-5160

County Treasurer Link
Email County Treasurer
(970) 920-5170

Clerk & Recorder Reception
Search

Announcements

NEW VIDEOS - How to use Map Tools

Search across multiple coun

Pitkin County Parcel Report

Parcel ID: 273512466002
Report Created: 4/29/2021 10:07:58 AM

Property Information

Address (Assessor's Records)	501 W HOPKINS AVE
Address (GIS Points)	501 W HOPKINS AVE
Address (GIS Points)	501 W HOPKINS AVE
Account	R020010
Owner	R D OLSON INVESTMENTS II LLC
Owner Address	520 NEWPORT CENTER DR #600 NEWPORT BEACH, CA 92660
GIS Parcel Size	7535.88 Sq. Feet
Jurisdiction	Aspen
Township, Range, Section	T:10, R:85, S:12

Assessor's Information

Land Use Category	1112: Residential-Single Family Residence
Legal Description	Subdivision: BOOMERANG LOT SPLIT Lot: 1
Improvements	

Services

Sewer System	Aspen Consolidated Sanitation District
Water District	City of Aspen Water Service Area
Fire District	Aspen Fire Protection District
School District	Aspen School District No. 1 (RE)
Library District	Pitkin County Library

Boundaries

Caucus	Not within a Caucus Area
Master Plan Area	AACP
Zone District	No Zoning District on this parcel
Zone District Overlays	No Zoning Overlay on this parcel

Historic District	Not within a Historic District
Watershed Drainage	Woody Creek-Roaring Fork River
Watershed Subbasin	Brush Creek-Roaring Fork River

Tax Information

Authority	Mill Levy	Amount
PITKIN COUNTY GENERAL FND	2.422	$3,071.19
COUNTY TV/FM TRANSLATOR	0.287	$363.92
COUNTY ROAD & BRIDGE	0.177	$224.44
COUNTY HUMAN SERVICES	0.065	$82.42
HEALTHY COMMUNITY FUND	0.956	$1,212.24
ASPEN AMBULANCE DISTRICT	0.501	$635.28
OPEN SPACE & TRAILS	3.75	$4,755.11
PITKIN COUNTY LIBRARY	1.436	$1,820.89
CITY OF ASPEN	5.093	$6,458.08
ASPEN FIRE PROTECTION	2.638	$3,345.06
ASPEN CONSOLIDATED SANITA	0.094	$119.19
ASPEN VALLEY HOSPITAL	2.297	$2,912.67
ROARING FORK TRANSP AUTH	2.65	$3,360.28
ASPEN SCHOOL DISTRICT	8.844	$11,214.46
COLORADO MTN COLLEGE	4.013	$5,088.61
COLORADO RIVER WATER CONS	0.502	$636.55
ASPEN HISTORIC PARK & REC	0.3	$380.41
Total	36.025	$45,680.80

Voting Information

Voting Precinct	2
State House District	61
State Senate District	5
Board of County Commissioners District(s)	1
U.S. House of Representatives District	3

Public Amenities

Parks Nearby (1/2 Mile)	Wagner Park, Pioneer Park, Hillyard Park, Triangle Park, Bugsy Barnard Park, Koch Lumber Park, Wheeler Park, Francis Whitaker Park, Paepcke Park, Yellow Brick School Park, Willoughby ParK, Armstrong AKA Crash Point, Lift One A Park, Cooper Park, Hyman Park, Mary B
Trails Nearby (1/2 Mile)	Racetrack, Villas, W Hallam St, S Seventh St, Trueman , Community Garden, Castle Creek Rd, Post Office, E Hallam St, Marolt Foot Path, Ajax - Little Cloud connector, E Hopkins Ave, Meadows Rd, Little Cloud, Midland Trail , Bugsy Barnard, W Hopkins Ave, Ajax, Aspen Mountain Rd, Bergman, Marolt, Trueman, Aspen Institute, Red Brick, Music Tent, Midland - 3rd St, Castle Creek Underpass, Holy Cross, W Hopkins Path
Open Spaces Nearby (1/2 Mile)	Hallam Lake, Thomas Ranch, Reeder, Holy Cross Electric, Little Cloud, Holden Marolt barn area, Marolt Ranch, Little Cloud Park, Jenny Adair Park, Center Lode Mining Claim, Barbee

Documents

Parcel	273512466002
Address	501 W HOPKINS AVE
Retired Parcel	273512466001

Pitkin County Parcel Report

Parcel ID: 273512466851
Report Created: 4/29/2021 10:08:46 AM

Property Information

Address (Assessor's Records)	No parcel information found
Account	R014767
Owner	CITY OF ASPEN
Owner Address	130 S GALENA ST ASPEN, CO 81611
GIS Parcel Size	38245.68 Sq. Feet
Jurisdiction	Aspen
Township, Range, Section	T:10, R:85, S:12

Assessor's Information

Land Use Category	9149: Exempt-Political Subdivision - Non-Residential
Legal Description	Subdivision: CITY AND TOWNSITE OF ASPEN Block: 32 Lot: D AND:- Lot: Thru I, Subdivision: CITY AND TOWNSITE OF ASPEN Block: 39 Lot: K AND:- Lot: Thru N PART OF LOTS D - I & PART OF LOTS O, P, & Q
Improvements	

Services

Sewer System	Aspen Consolidated Sanitation District
Water District	City of Aspen Water Service Area
Fire District	Aspen Fire Protection District
School District	Aspen School District No. 1 (RE)
Library District	Pitkin County Library

Boundaries

Caucus	Not within a Caucus Area
Master Plan Area	AACP
Zone District	No Zoning District on this parcel
Zone District Overlays	No Zoning Overlay on this parcel
Historic District	Not within a Historic District

Watershed Drainage	Woody Creek-Roaring Fork River
Watershed Subbasin	Brush Creek-Roaring Fork River

Tax Information

Authority	Mill Levy	Amount
NO TAX -- PUBLIC LAND	0	$0.00
Total	0	$0.00

Voting Information

Voting Precinct	2
State House District	61
State Senate District	5
Board of County Commissioners District(s)	1
U.S. House of Representatives District	3

Public Amenities

Parks Nearby (1/2 Mile)	Wagner Park, Pioneer Park, Hillyard Park, Triangle Park, Bugsy Barnard Park, Koch Lumber Park, Wheeler Park, Conner Memorial Park, Clapper Park, Francis Whitaker Park, Paepcke Park, Yellow Brick School Park, Willoughby ParK, Library Plaza, Armstrong AKA Crash Point, Lift One A Park, Rio Grande Park, Cooper Park, Hyman Park, Silver Circle Ice Rink, Mary B
Trails Nearby (1/2 Mile)	Racetrack, Villas, W Hallam St, S Seventh St, Trueman , Rio Grande Park, Community Garden, Summit St Cutoff , Castle Creek Rd, Post Office, E Hallam St, Courthouse, Marolt Foot Path, Golf Course, Ajax - Little Cloud connector, Puppy Smith, E Hopkins Ave, Meadows Rd, Little Cloud, Midland Trail , Bugsy Barnard, W Hopkins Ave, Ajax, Aspen Mountain Rd, Bergman, Rio Grande, Marolt, Top of Mill Crossover, Trueman, Aspen Institute, Red Brick, Music Tent, Midland - 3rd St, Castle Creek Underpass, Holy Cross, W Hopkins Path
Open Spaces Nearby (1/2 Mile)	Hallam Lake, Thomas Ranch, Reeder, Holy Cross Electric, Little Cloud, Holden Marolt barn area, Marolt Ranch, Little Cloud Park, Jenny Adair Park, Center Lode Mining Claim, Barbee

Documents

Parcel	273512466851
Address	None Found
Retired Parcel	273512400201

Disclaimer

Pitkin County GIS presents the information and data on this report as a service to the public. Every effort has been made to ensure that the information and data contained in the report is accurate, but the accuracy may change.

Pitkin County GIS makes no warranty or guarantee concerning the completeness, accuracy, or reliability of the content at this site or at other sites to which we link. Assessing accuracy and reliability of information and data is the sole responsibility of the user. The user understands he or she is solely responsible and liable for use, modification, or distribution of any information or data obtained on this web site.

Data is presented in WGS 1984 Web Mercator. Size, shape, measurement and overlay of features may be distorted. In some cases, multiple results could be valid; for example, Zoning. In other cases, a parcel may cross over the boundary of more than one data area, for example, multiple Precincts. More information about Trails, Parks and Open Space can be found www.pitkinoutside.org. Visit the Pitkin County GIS Department at

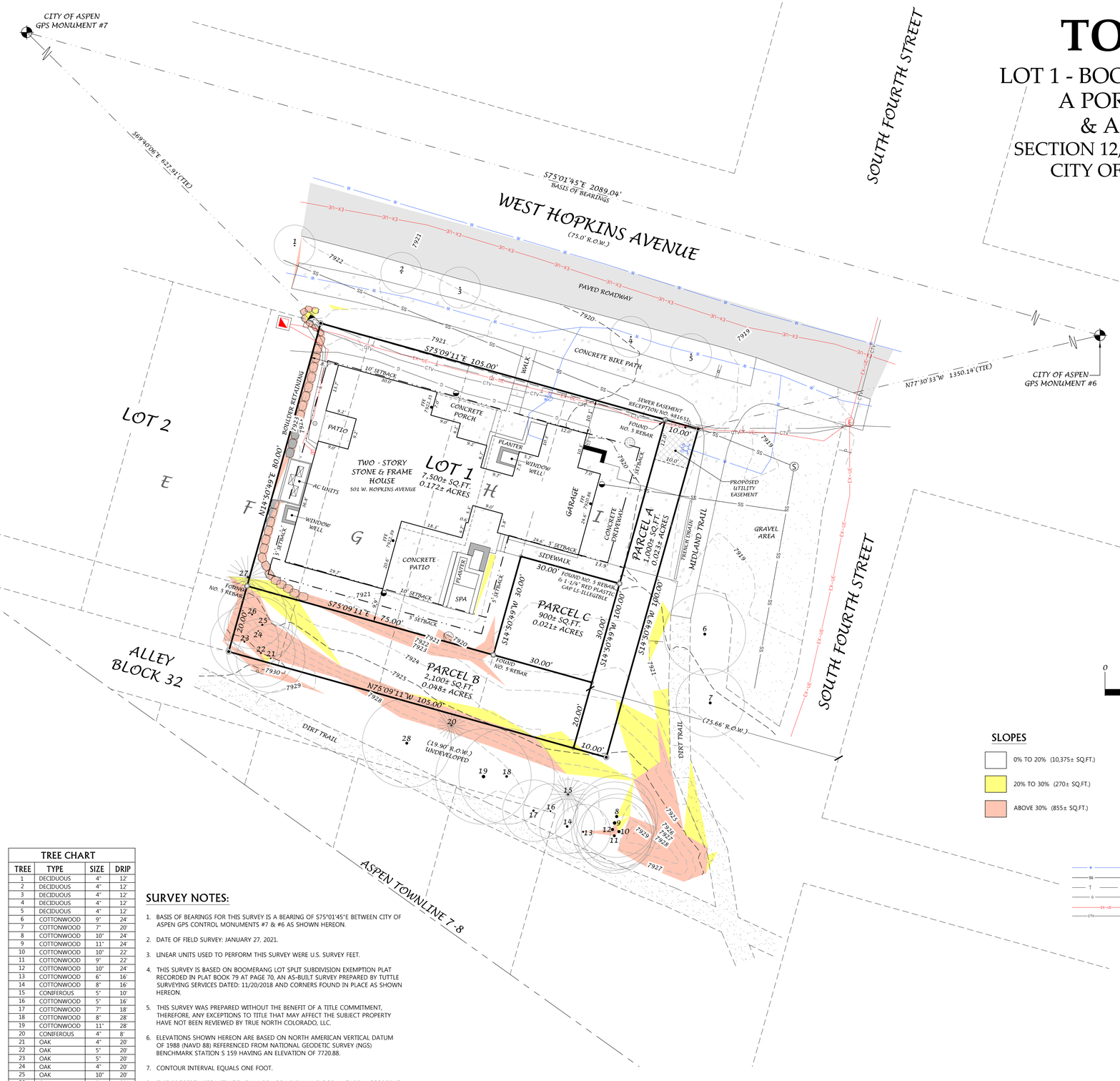
http://www.pitkinmapsandmore.com

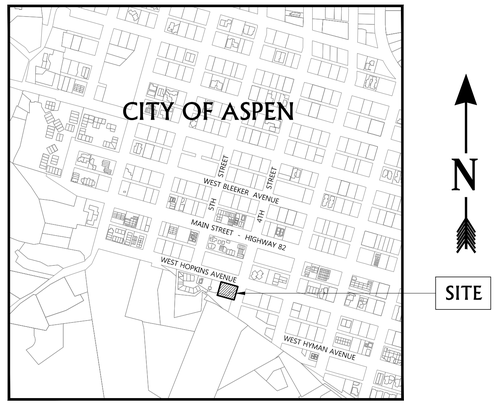
EXHIBIT 3.C.

IMPROVEMENT & TOPOGRAPHIC SURVEY

LOT 1 - BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION, A PORTION OF FOURTH STREET RIGHT-OF-WAY & ASSOCIATED CITY OF ASPEN PROPERTIES

SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PM
CITY OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO





VICINITY MAP
SCALE: 1" = 500'

N
0 7.5' 15' 30'
SCALE: 1" = 15'

SLOPES

- 0% TO 20% (10,375± SQ.FT.)
- 20% TO 30% (270± SQ.FT.)
- ABOVE 30% (855± SQ.FT.)

LEGEND

- ELECTRICAL TRANSFORMER
- ELECTRICAL METER
- GAS METER
- TELEPHONE PEDESTAL
- CATV PEDESTAL
- FIRE HYDRANT
- WATER SHUTOFF
- SANITARY MANHOLE
- CLEAN-OUT
- ELECTRIC VAULT
- WATER LINE
- SEWER LINE
- TELEPHONE LINE
- GAS LINE
- ELECTRIC LINE
- CATV LINE

PROPERTY DESCRIPTIONS:

LOT 1
BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION
ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 2006 IN PLAT BOOK 79 AT PAGE 70.

COUNTY OF PITKIN
STATE OF COLORADO

PARCEL A
THE WEST 10 FEET OF SOUTH FOURTH STREET LYING IMMEDIATELY ADJACENT TO LOT I, BLOCK 32, CITY AND TOWNSITE OF ASPEN.

PARCEL B
THE SOUTH 20 FEET OF THE EAST HALF OF LOT F, THE SOUTH 20 FEET OF LOTS G, H & I, ALL IN BLOCK 32, CITY AND TOWNSITE OF ASPEN.

PARCEL C
THE SOUTH 30 FEET OF THE NORTH 80 FEET OF LOT I, BLOCK 32 OF THE CITY AND TOWNSITE OF ASPEN.

SURVEYOR'S CERTIFICATION

I, RODNEY P. KISER, HEREBY CERTIFY TO CITY OF ASPEN AND R.D. OLSON, THAT THIS IS AN "IMPROVEMENT SURVEY PLAT" AS DEFINED BY C.R.S.38-51-102(9) AND THAT IT IS A MONUMENTED LAND SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE, SHOWING THE LOCATION OF ALL STRUCTURES, VISIBLE UTILITIES, FENCES, HEDGES, OR WALLS SITUATED ON THE DESCRIBED PARCEL AND WITHIN FIVE FEET OF ALL BOUNDARIES OF SUCH PARCEL, ANY CONFLICTING BOUNDARY EVIDENCE OR VISIBLE ENCROACHMENTS, AND ALL EASEMENTS, UNDERGROUND UTILITIES, AND TUNNELS DESCRIBED IN THE (TITLE COMPANY NAME) COMMITMENT FOR TITLE INSURANCE COMMITMENT NO. (NUMBER), OR OTHER SOURCES AS SPECIFIED ON THE IMPROVEMENT SURVEY PLAT.

RODNEY P. KISER
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38215

TREE CHART

TREE	TYPE	SIZE	DRIP
1	DECIDUOUS	4"	12'
2	DECIDUOUS	4"	12'
3	DECIDUOUS	4"	12'
4	DECIDUOUS	4"	12'
5	DECIDUOUS	4"	12'
6	COTTONWOOD	9"	24'
7	COTTONWOOD	7"	20'
8	COTTONWOOD	10"	24'
9	COTTONWOOD	11"	24'
10	COTTONWOOD	10"	22'
11	COTTONWOOD	9"	22'
12	COTTONWOOD	10"	24'
13	COTTONWOOD	6"	16'
14	COTTONWOOD	8"	16'
15	CONIFEROUS	5"	10'
16	COTTONWOOD	5"	16'
17	COTTONWOOD	7"	18'
18	COTTONWOOD	8"	28'
19	COTTONWOOD	11"	28'
20	CONIFEROUS	4"	8'
21	OAK	4"	20'
22	OAK	5"	20'
23	OAK	5"	20'
24	OAK	4"	20'
25	OAK	10"	20'
26	OAK	5"	20'
27	CONIFEROUS	5"	12'
28	COTTONWOOD	9"	26'

SURVEY NOTES:

1. BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF S75°01'45"E BETWEEN CITY OF ASPEN GPS CONTROL MONUMENTS #7 & #6 AS SHOWN HEREON.
2. DATE OF FIELD SURVEY: JANUARY 27, 2021.
3. LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
4. THIS SURVEY IS BASED ON BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION PLAT RECORDED IN PLAT BOOK 79 AT PAGE 70, AN AS-BUILT SURVEY PREPARED BY TUTTLE SURVEYING SERVICES DATED: 11/20/2018 AND CORNERS FOUND IN PLACE AS SHOWN HEREON.
5. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE, ANY EXCEPTIONS TO TITLE THAT MAY AFFECT THE SUBJECT PROPERTY HAVE NOT BEEN REVIEWED BY TRUE NORTH COLORADO, LLC.
6. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) REFERENCED FROM NATIONAL GEODETIC SURVEY (NGS) BENCHMARK STATION S 159 HAVING AN ELEVATION OF 7720.88.
7. CONTOUR INTERVAL EQUALS ONE FOOT.
8. THIS PROPERTY LIES WITH ZONE X (AREA OF MINIMUM FLOOD HAZARD) ACCORDING TO FEMA FIRM MAP COMMUNITY PANEL NO. 08097C0354E WITH AN EFFECTIVE DATE OF AUGUST 15, 2019.

TRUE NORTH COLORADO
A LAND SURVEYING AND MAPPING COMPANY

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 CERTIFICATION SHOWN HEREON.

R.D. OLSON INVESTMENTS II
IMPROVEMENT & TOPOGRAPHIC SURVEY
501 W. HOPKINS AVENUE - ASPEN
COUNTY OF PITKIN - STATE OF COLORADO

FOR PRELIMINARY REVIEW

TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 386 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2021-100	DRAWN: RPK	SHEET 1 OF 1
DATE: May 12, 2021	SURVEYED: DJB-GBL	

EXHIBIT 4.A.

BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION PLAT

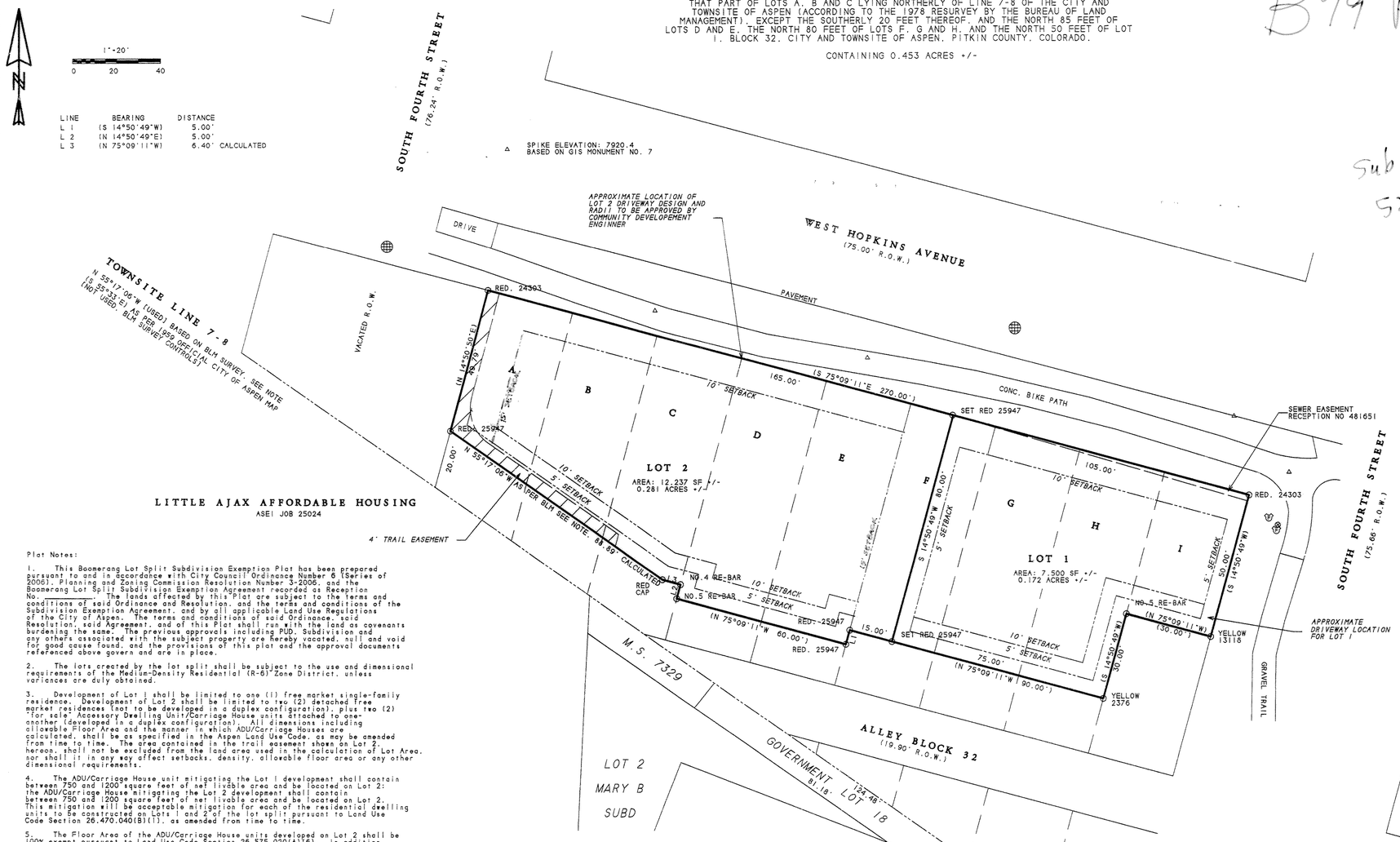
OF

THAT PART OF LOTS A, B AND C LYING NORTHERLY OF LINE 7-8 OF THE CITY AND TOWNSITE OF ASPEN (ACCORDING TO THE 1978 RESURVEY BY THE BUREAU OF LAND MANAGEMENT), EXCEPT THE SOUTHERLY 20 FEET THEREOF, AND THE NORTH 85 FEET OF LOTS D AND E, THE NORTH 80 FEET OF LOTS F, G AND H, AND THE NORTH 50 FEET OF LOT I, BLOCK 32, CITY AND TOWNSITE OF ASPEN, PITKIN COUNTY, COLORADO.

CONTAINING 0.453 ACRES +/-

B79 P70

Sub agreement 525369



LINE	BEARING	DISTANCE
L 1	(S 14°50'49"W)	5.00'
L 2	(N 14°50'49"E)	5.00'
L 3	(N 75°09'11"W)	6.40' CALCULATED

Plat Notes:

1. This Boomerang Lot Split Subdivision Exemption Plat has been prepared pursuant to and in accordance with City Council Ordinance Number 6 (Series of 2006), Planning and Zoning Commission Resolution Number 3-2006, and the Boomerang Lot Split Subdivision Exemption Agreement recorded as Reception No. _____. The lands affected by this Plat are subject to the terms and conditions of said Ordinance and Resolution, and the terms and conditions of the Subdivision Exemption Agreement, and by all applicable Land Use Regulations of the City of Aspen. The terms and conditions of said Ordinance, said Resolution, said Agreement, and of this Plat shall run with the land as covenants burdening the same. The previous approvals including PUD, Subdivision and any other is associated with the subject property are hereby vacated, null and void for good cause found, and the provisions of this plat and the approval documents referenced above govern and are in place.

2. The lots created by the lot split shall be subject to the use and dimensional requirements of the Medium-Density Residential (R-6) Zone District, unless variances are duly obtained.

3. Development of Lot 1 shall be limited to one (1) free market single-family residence. Development of Lot 2 shall be limited to two (2) detached free market residences (not to be developed in a duplex configuration), plus two (2) "for sale" Accessory Dwelling Unit/Carriage House units attached to one-another (developed in a duplex configuration). All dimensions including allowable Floor Area and the manner in which ADU/Carriage Houses are calculated, shall be as specified in the Aspen Land Use Code, as may be amended from time to time. The area contained in the trail easement shown on Lot 2 hereon, shall not be excluded from the land area used in the calculation of Lot Area, nor shall it in any way affect setbacks, density, allowable floor area or any other dimensional requirements.

4. The ADU/Carriage House unit mitigating the Lot 1 development shall contain between 750 and 1200 square feet of net livable area and be located on Lot 2: the ADU/Carriage House mitigating the Lot 2 development shall contain between 750 and 1200 square feet of net livable area and be located on Lot 2. This mitigation will be acceptable mitigation for each of the residential dwelling units to be constructed on Lots 1 and 2 of the lot split pursuant to Land Use Code Section 26.470.040(B)(1)(1), as amended from time to time.

5. The Floor Area of the ADU/Carriage House units developed on Lot 2 shall be 100% exempt pursuant to Land Use Code Section 26.575.020(A)(6). In addition, the free-market residences on Lot 2 shall be entitled to a Floor Area bonus equal to 50% of the Floor Area in the ADU/Carriage House mitigating the Lot 2 development pursuant to Land Use Code Section 26.575.020(A)(7).

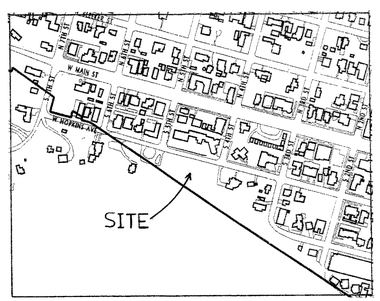
6. All residential dwelling units (free market and affordable) to be constructed on Lots 1 and 2 shall meet the residential design standards in place at the time of building permit, unless any variance(s) is duly obtained. In addition, the ADU/Carriage House units on Lot 2 shall also meet the ADU Design Standards contained in Section 26.520.050 of the Code, unless any variance(s) is duly obtained.

7. Vehicular access to Lot 1 shall be taken from the South Fourth Street stub located directly to the east of the property. Vehicular access to Lot 2 shall be taken from West Hopkins Avenue via a single curb cut. The residential units on Lot 2 shall share a single driveway and the curb cut shall be designed and constructed such that it will not provide a net loss in on-street parking in the W. Hopkins Avenue Right-of-Way (it may be necessary to reconstruct and realign a portion of the existing sidewalk/trail to ensure no net loss of on-street parking). The driveway access shall meet the City Engineering Department's standards for drive ramps. Both driveway entrance points shall be in substantially the same location as they are shown hereon.

8. There shall be no further subdivision (except condominimization) of either lot in the Boomerang Lot Split without approval(s) from the City of Aspen.

VICINITY MAP

1"=400'



PREPARED BY

ASPEN SURVEY ENGINEERS, INC.

210 SOUTH GALENA STREET

ASPEN, COLORADO 81611

PHONE/FAX (970) 925-3816

DATE 6/06 JOB 29197G

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT ON THIS PLAT WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS PLAT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. THE CERTIFICATION IS VOID IF NOT MET STAMPED WITH THE SEAL OF THE SURVEYOR.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT ASPEN FSP-ABR, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE RECORDED OWNER OF:

THAT PART OF LOTS A, B AND C LYING NORTHERLY OF LINE 7-8 OF THE CITY AND TOWNSITE OF ASPEN (ACCORDING TO THE 1978 RESURVEY BY THE BUREAU OF LAND MANAGEMENT), EXCEPT THE SOUTHERLY 20 FEET THEREOF, AND THE NORTH 85 FEET OF LOTS D AND E, THE NORTH 80 FEET OF LOTS F, G AND H, AND THE NORTH 50 FEET OF LOT I, BLOCK 32, CITY AND TOWNSITE OF ASPEN, PITKIN COUNTY, COLORADO.

CONTAINING 0.453 ACRES +/-

DOES HEREBY REPLAT THIS REAL PROPERTY UNDER THE NAME AND STYLE OF THE BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION, CITY OF ASPEN, PITKIN COUNTY, COLORADO.

EXECUTED THIS 14th DAY OF June, 2006.

BY: Thomas Buxton NAME: Thomas Buxton TITLE Vice President

OF BROWN REALTY MANAGER, INC., A DELAWARE CORPORATION, ITS MANAGER.

STATE OF Maryland)
) ss
COUNTY OF Baltimore)

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS 14th DAY OF June, 2006, BY Thomas Buxton AS Vice President OF BROWN REALTY MANAGER, INC., A DELAWARE CORPORATION, ITS MANAGER.

WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES: 12-7-2006

NOTARY PUBLIC

BY: _____ NAME: David Fraser TITLE Manager

OF FOUNTAIN SQUARE PROPERTIES, LLC, A VIRGINIA LIMITED LIABILITY COMPANY, ITS MANAGER.

STATE OF Virginia)
) ss
COUNTY OF Fairfax)

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS 14th DAY OF June, 2006, BY David W. Fraser AS Manager OF Fountain Square Properties, LLC, a Virginia Limited Liability Company

~~BROWN REALTY MANAGER, INC., A DELAWARE CORPORATION~~, ITS MANAGER.

WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES: 4/30/08

Patricia A. Connelly
NOTARY PUBLIC

MORTGAGEE'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT BANK MIDWEST, N.A, A NATIONAL BANKING ASSOCIATION IS THE MORTGAGEE OF THE HEREIN DESCRIBED REAL PROPERTY AS EVIDENCED BY THAT DEED OF TRUST RECORDED AS RECEPTION NO. _____ OF THE REAL ESTATE RECORDS OF PITKIN COUNTY, COLORADO, HEREBY CONSENTS TO THE RECORDING OF THIS PLAT.

EXECUTED THIS 15th DAY OF JUNE, 2006.

BY: _____ NAME: JEFF W KUHLMAN TITLE: VP

OF BANK MIDWEST, N.A., A NATIONAL BANKING ASSOCIATION AS MORTGAGEE.

STATE OF COLORADO)
) ss
COUNTY OF PITKIN)

THE FOREGOING MORTGAGE'S CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS 15th DAY OF June, 2006 BY Jeff W. Kuhlman OF BANK MIDWEST, N.A., A NATIONAL BANKING ASSOCIATION AS MORTGAGEE.

WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES: 4-30-2009

NOTARY PUBLIC

TITLE CERTIFICATE

THE UNDERSIGNED, A DULY AUTHORIZED REPRESENTATIVE OF PITKIN COUNTY TITLE, INC., REGISTERED TO DO BUSINESS IN PITKIN COUNTY, COLORADO DOES HEREBY CERTIFY THAT THE PERSONS LISTED AS OWNERS ON THIS PLAT DO HOLD FEE SIMPLE TITLE TO THE WITHIN DESCRIBED REAL PROPERTY, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT THOSE LISTED ON THE OWNER'S CERTIFICATE, ALTHOUGH WE BELIEVE THE FACTS STATED ON THIS PLAT ARE TRUE, THIS CERTIFICATE IS NOT TO BE CONSTRUED AS AN ABSTRACT OF TITLE, NOR AN OPINION OF TITLE, NOR A GUARANTEE OF TITLE, AND IT IS UNDERSTOOD AND AGREED THAT PITKIN COUNTY TITLE, INC. NEITHER ASSUMES NOR WILL BE CHARGED WITH ANY FINANCIAL OBLIGATION OR LIABILITY WHATSOEVER ON ANY STATEMENT CONTAINED HEREIN.

DATED: 6/13/06, 2006

TITLE: Pres

PITKIN COUNTY TITLE, INC.
601 E. HOPKINS AVE.
ASPEN, COLORADO 81611

STATE OF COLORADO)
) ss
COUNTY OF PITKIN)

THE FOREGOING TITLE CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS 13 DAY OF June, 2006 BY Thomas E. Phillips OF PITKIN COUNTY TITLE, INC.

WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES: _____

Priscilla Dawn Prohl / Notary Public
My Commission Expires 6/25/2007
501 E. Hopkins
Aspen, CO 81611

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, JOHN HOWORTH, HEREBY CERTIFY THAT IN MAY, 2006 A SURVEY WAS PERFORMED UNDER MY DIRECTION AND SUPERVISION OF THE HEREON DESCRIBED REAL PROPERTY. THE LOCATION AND DIMENSIONS OF THE BOUNDARY LINES, UTILITIES, IMPROVEMENTS AND EASEMENTS SHOWN ON THE PITKIN COUNTY TITLE, INC. TITLE COMMITMENT NO. PCT20448L2, DATED: APRIL 17, 2006, ARE ACCURATELY SHOWN ON THIS MAP. THE CONTROL SURVEY PRECISION IS GREATER THAN 1:10,000 WITH THE AREA CALCULATED TO 0.001 OF AN ACRE AND THAT THE SURVEY WAS DONE IN ACCORDANCE WITH CRS 1973 TITLE 38, ARTICLE 51 AS AMENDED FROM TIME TO TIME.

SIGNED THIS 13th DAY OF June, 2006.

JOHN HOWORTH PLS 25947

LEGEND AND NOTES

- ○ FOUND OR SET SURVEY MONUMENT AS DESCRIBED
- ⊕ MANHOLE
- ⊛ HYDRANT
- □ UTILITY BOX
- △ SURVEY CONTROL

TITLE INFORMATION FURNISHED BY:

PITKIN COUNTY TITLE, INC.
ORDER NO. PCT20448L2
DATED: APRIL 17, 2006

525370 Page: 1 of 1 06/15/2006 04:21
JANICE K VOS GRUDULL PITKIN COUNTY CO R 11.00 D 0.00

BEARINGS BASED ON THE CITY MONUMENT AT THE NORTHWEST CORNER OF BLOCK 38 AND THE NORTHEAST CORNER OF LOT G, BLOCK 25 (ALUMINIUM DISK LS 25947 IN FENCE POST) N 75°09'11"W 481.95'.

⊛ WATER VALVE

1959 OFFICIAL MAP OF THE CITY OF ASPEN WAS USED FOR THE PREPARATION OF OF THIS PLAT. CALLS IN ( ) ARE FROM THIS PLAT.

1980 APPROVED BLM SURVEY AND RESURVEY OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST ON FILE IN THE BLM OFFICE AT GLENWOOD SPRINGS, COLORADO AND THE AMENDED AND RESTATED PLAT OF MARY B SUBDIVISION PLAT BOOK 30 AT PAGE 6 WERE USED FOR ADJOINING PROPERTIES IN PITKIN COUNTY

THIS PROPERTY LIES IN ZONE C AS PER FEMA FIRM MAP FOR THE CITY OF ASPEN, COLORADO PITKIN COUNTY COMMUNITY PANEL NO. 080143 0001 B. EFFECTIVE DATE: DECEMBER 4, 1985

ZONED: R-6

CLERK AND RECORDER'S ACCEPTANCE

THIS PLAT OF THE BOOMERANG SPLIT SUBDIVISION EXEMPTION WAS ACCEPTED FOR RECORDING IN THE OFFICE OF THE CLERK AND RECORDER OF PITKIN COUNTY, COLORADO AT 11:55 O'CLOCK A.M. ON THIS 27th DAY OF June, 2006 IN PLAT BOOK 77 AT PAGE 12 AS RECEPTION NUMBER 525370.

PITKIN COUNTY CLERK AND RECORDER.

CITY COUNCIL APPROVAL

THIS PLAT OF THE BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ASPEN ON THIS 12th DAY OF June, 2006 AS ORDINANCE NO. 6 SERIES OF 2006 AND RECORDED AS RECEPTION NO. 525369 OF THE REAL ESTATE RECORDS OF PITKIN COUNTY, COLORADO.

SIGNED THIS 12th DAY OF June 2006.

HELEN KNAEBEL MAYOR ATTEST: KATHRYN S. KOCH, CITY CLERK

CITY ENGINEER'S APPROVAL

THIS PLAT OF THE BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION WAS REVIEWED AND APPROVED BY THE ENGINEER OF THE CITY OF ASPEN.
THIS 12th DAY OF June, 2006.

Assistant City Mgr; As
CITY ENGINEER

COMMUNITY DEVELOPMENT APPROVAL

THIS PLAT OF THE BOOMERANG SPLIT SUBDIVISION EXEMPTION WAS REVIEWED AND APPROVED BY THE DIRECTOR OF THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF ASPEN ON THIS 12th DAY OF June, 2006.

Deputy Director
DIRECTOR

PARKS DEPARTMENT APPROVAL

THIS PLAT OF THE BOOMERANG SPLIT SUBDIVISION EXEMPTION WAS REVIEWED AND APPROVED BY THE DIRECTOR OF THE ASPEN PARKS DEPARTMENT OF THE CITY OF ASPEN ON THIS 12th DAY OF June, 2006.

DIRECTOR

JOB NO. 29197G

EXHIBIT 4.B.

525368
Page: 1 of 7
06/16/2006 03:55
JANICE K VOS CAUDILL PITKIN COUNTY CO R 36.00 D 0.00

ORDINANCE N0. 6
(SERIES OF 2006)

AN ORDINANCE OF THE CITY OF ASPEN CITY COUNCIL REZONING THE "BOOMERANG VACANT PARCEL" TO THE R-6 (MEDIUM-DENSITY RESIDENTIAL) ZONE DISTRICT AND APPROVING A LOT SPLIT, CREATING LOTS 1 AND 2 OF THE BOOMERANG LOT SPLIT, CITY OF ASPEN, PITKIN COUNTY, COLORADO.

Parcel ID: 2735-124-66-001

WHEREAS, the Community Development Department received an application from Aspen FSP-ABR, LLC, requesting to rezone the "Boomerang Vacant Parcel" located on the south side of W. Hopkins Avenue, containing portions of Lots A-I, Block 32, City and Townsite of Aspen from the R-15 (Moderate-Density Residential) Zone District with a PUD and Lodge Preservation Overlay to the R-6 (Medium-Density Residential) Zone District and requesting approval of a Lot Split to divide the 19,737 square foot property into a parcel of approximately 12,237 square feet and a parcel of approximately 7,500 square feet; and,

WHEREAS, upon review of the application, the applicable code standards, the Community Development Department recommended approval with condition of the proposed rezoning and lot split application; and,

WHEREAS, the Aspen Planning and Zoning Commission reviewed and considered the development proposal during a duly noticed public hearing opened on January 17, 2006, and continued to January 24, 2006. The Planning and Zoning Commission approved Resolution No. 3, Series of 2006, by a five to one (5-1) vote, recommending that City Council rezone the subject property to the R-6 Zone District, and recommending that City Council approve the requested lot split with conditions, under the applicable provisions of the Municipal Code as identified herein; and,

WHEREAS, the City Council finds that the development proposal meets or exceeds all applicable development standards and that the approval of the development proposal is consistent with the goals and elements of the Aspen Area Community Plan; and,

WHEREAS, the City Council finds that this ordinance furthers and is necessary for the promotion of public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO THAT:

Section 1:
Pursuant to the procedures and standards set forth in Land Use Section 26.310, *Amendments to the Land Use Code and Official Zone District Map*, the City Council hereby rezones the "Boomerang Vacant Parcel" containing portions of Lots A-I, Block 32, City and Townsite of Aspen, from the R-15 (Moderate-Density Residential) Zone District with PUD and Lodge Preservation Overlays to the R-6 (Medium-Density Residential) Zone District.

525368
Page: 2 of 7
06/16/2006 03:55
JANICE K VOS CAUDILL PITKIN COUNTY CO R 36.00 D 0.00

Section 2:
Pursuant to the procedures and standards set forth in Land Use Section 26.480.030(A)(2), *Subdivision Exemptions: Lot Split*, the City Council approves a lot split to divide the "Boomerang Vacant Parcel" into Lot 1 of approximately 7,500 square feet and Lot 2 of approximately 12,237 square feet for the construction of a total of three (3) detached dwelling units, with the conditions contained herein. Lot 1 is limited to one (1) single family residence and Lot 2 is limited to two (2) detached free market residences, plus two ADU/CH units attached to one-another. All dimensions including allowable floor area and the manner in which ADU/Carriage Houses are calculated, shall be as specified in the Aspen Land Use Code, as may be amended from time to time.

Section 3: Subdivision Exemption Plat
The Applicant shall submit and record a subdivision exemption plat that meets the terms of Land Use Code Section 26.480 in the office of the Pitkin County Clerk and Recorder no later than 180 days after final approval is obtained. The Lot Split Plat shall clearly label the proposed lot line that separates Lot 1 from Lot 2, housing type and density per lot, and show all easements of record. The plat may also include a note indicating that the land area contained within the trail easement shall not be excluded from the calculation of Lot Area.

Section 4: Subdivision Exemption Agreement
The Applicant shall submit and record a subdivision exemption agreement that meets the terms of Land Use Code Section 26.480.030, in the office of the Pitkin County Clerk and Recorder no later than 180 days after final approval is obtained.

Section 5: Building Permit Application
The building permit application for each of the residential units shall include the following:

1. A copy of the final Ordinance and P&Z Resolution.

2. The conditions of approval printed on the cover page of the building permit set.

3. A completed tap permit for service with the Aspen Consolidated Sanitation District.

4. A tree removal permit as required by the City Parks Department and any approval from the Parks Department Director for off-site replacement or mitigation of any removed trees. The tree removal permit application shall be accompanied by a detailed landscape plan indicating which trees are to be removed and new plantings proposed on the site. Additionally, a right-of-way landscaping plan shall be provided as part of the building permit application identifying that any trees removed from the right-of-way will have to be relocated. Any disruption or damage to the right-of-way irrigation system during construction shall also be repaired to the satisfaction of the Parks Department.

5. A drainage plan, including an erosion control plan, prepared by a Colorado licensed Civil Engineer, which maintains sediment and debris on-site during and after construction. If a ground recharge system is required, a soil percolation report will be required to correctly size the facility. A 5-year storm frequency should be used in designing any drainage improvements.

6. A construction management plan pursuant to the requirements of the Community Development Department. The construction management plan shall include a plan for protecting the Midland and W. Hopkins Avenue Trails during construction. This plan shall be reviewed and approved by the Parks Department prior to building permit issuance.

7. A fugitive dust control plan to be reviewed and approved by the City Engineering Department.

Section 6: Growth Management Allotments

The Applicant shall obtain Administrative Growth Management approval and provide affordable housing mitigation by developing one (1) "for sale" accessory dwelling unit or carriage house per lot, as contained within the Applicant's proposal. The ADU/Carriage House unit mitigating the Lot 1 development shall contain between 750 and 1200 square feet of net livable area and be located on Lot 2; the ADU/Carriage House mitigating the Lot 2 development shall contain between 750 and 1200 square feet of net livable area and be located on Lot 2. This mitigation will be acceptable mitigation for each of the residential dwelling units to be constructed on Lots 1 and 2 of the lot split pursuant to Land Use Code Section 26.470.040(B)(1), *Administrative Growth Management Review: Detached single-family or duplex dwelling units*, as amended from time to time.

Section 7: Use and Dimensional Requirements

The lots created by the lot split shall be subject to the use and dimensional requirements of the Medium-Density Residential (R-6) Zone District and as specified in Section 2 of this ordinance. The free market residential dwelling units to be developed on Lot 2 shall be constructed as two (2) detached dwelling units rather than in a duplex configuration; the "for sale" ADU/Carriage House units shall be developed in a duplex configuration.

Section 8: Design Standards

All residential dwelling units (free market and affordable) to be constructed on Lots 1 and 2 shall meet the residential design standards in place at the time of building permit, unless any variance(s) is duly obtained. In addition, the ADU/Carriage House units on Lot 2 shall also meet the ADU Design Standards contained in Section 26.520.050 of the Code, unless any variance(s) is duly obtained or where a stricter standard is specified within this ordinance.

Section 9: Vehicular Access

Vehicular access to Lot 1 shall be taken from the South Fourth Street stub located directly to the east of the property. There shall not be any vegetation taller than 30 inches

from existing grade planted within the area fifteen (15) feet south or north of the driveway to be accessed from 4th Street, at the property line or in the public right-of-way to maintain a sufficient view corridor for trail users to see vehicles crossing the trail. The Applicant shall also relocate the existing Midland Trail sign to the south side of the driveway and attach a new sign on the backside of the Midland Trail sign indicating the presence of the driveways crossing the trail to trail users.

Vehicular access to Lot 2 shall be taken from West Hopkins Avenue via a single curb cut. The residential units on Lot 2 shall share a single driveway and the curb cut shall be designed and constructed such that it will not provide a net loss in on-street parking in the W. Hopkins Avenue Right-of-Way (it may be necessary to reconstruct and realign a portion of the existing sidewalk/trail to ensure no net loss of on-street parking). The driveway access shall meet the City Engineering Department's standards for drive ramps. The driveway entrance points shall be in substantially the same location as they are shown in the addendum to the application.

Section 10: Curb and Gutter

The Applicant shall construct curb, and gutter along the West Hopkins Avenue frontage of the property being divided prior to issuance of a certificate of occupancy for any of the units in the project. The timing of this installation may be changed if approved by the City Engineer. If the W. Hopkins Pedestrian Trail is altered during construction, the Applicant shall repair the trail to the condition it was in prior to construction while allowing for the potential for modest realignment.

The radii of the curb cut shall be the minimal that functions for the purpose of a driveway. The applicants shall gain approval from the Community Development Engineer to determine an appropriate sizing.

Section 11: Trail Easement

The Applicant shall grant a four (4) foot wide public trail easement to the City of Aspen along the western side property line of Lot 2 and on the westernmost 90 feet of Lot 2, running directly adjacent to the southern property line. A slightly wider easement shall be granted at the southwest corner of Lot 2 to allow for a moderate turning radius on the trail. The exact location of this easement shall be approved by the Parks Department prior to recordation of the final subdivision exemption plat. This easement shall be shown on the subdivision exemption plat and shall be described in the subdivision exemption agreement. The easement shall not affect allowable FAR, density, setback requirements, or other dimensional requirements.

Section 12: Landscaping

The Applicant shall install a tree root barrier on the trees that are to be planted within ten (10) feet of the W. Hopkins trail to prevent future root damage and trail upheaval. The Applicant shall also install tree saving construction fences around the drip line of any trees to be saved subject to the following provisions:

a. The City Forester or his/her designee must inspect this fence before any construction activities commence.
b. No excavation, storage of materials, storage of construction equipment, construction backfill, foot or vehicular traffic shall be allowed within the drip line.

Section 13: Soil Subsidence and Rock Fall Hazards
The Applicant shall submit geotechnical and soil stability reports performed by a qualified, licensed engineer demonstrating the land is suitable to handle the proposed development. The Applicant shall also submit a report from a qualified, licensed engineer demonstrating that rock fall from the slope above the proposed development will be sufficiently mitigated to prevent rock fall hazards. This report shall be submitted for review by the Community Development Department prior to the issuance of full structural building permits.

Section 14: Fire Mitigation
The Applicant shall install a fire sprinkler system that meets the requirements of the Aspen Fire Marshal in any residential unit that is 5,000 square feet or more. Use of charcoal grills shall be prohibited in this development because of fire danger concerns. This prohibition shall be included in the Subdivision Exemption Agreement for the development.

Section 15: Aspen Consolidated Sanitation District Requirements
The Applicant shall comply with the Aspen Consolidated Sanitation District's rules and regulations. No clear water connections (roof, foundation, perimeter drains) to ACSD lines shall be allowed.

Section 16: Impact, Park Development, and School Land Dedication Fees
Park Development Impact Fees shall be assessed on each residential unit constructed on Lots 1 and 2 at the time of building permit issuance. The park development impact fees shall be calculated by the City Zoning Officer at the time of building permit issuance using the fee schedule in place at said time.

School Land Dedication Fees shall be assessed on the proposal pursuant to Land Use Code Section 26.630, *School Lands Dedication,* and a proportionate amount of all applicable impact fees shall be due at the time of building permit issuance for each residence within the lot split.

Other Impact Fees, as applicable, shall be due at the time of building permit application submittal.

Section 17: Exterior Lighting
All exterior lighting shall meet the City's Lighting Code Requirements pursuant to Land Use Code Section 26.575.150, *Outdoor Lighting.*

Section 18: Previous Approvals
Upon recordation of the subdivision exemption plat, the previous approvals including PUD, Subdivision and any others associated with the subject property will become

vacated, null and void for good cause found, and the provisions of this approval will be in place.

Section 19: Vested Property Rights
The development approvals granted herein shall constitute a site-specific development plan vested for a period of three (3) years from the date of issuance of a development order.

No later than fourteen (14) days following final approval of all requisite reviews necessary to obtain a development order as set forth in this ordinance, the City Clerk shall cause to be published in a newspaper of general circulation within the jurisdictional boundaries of the City of Aspen, a notice advising the general public of the approval of a site specific development plan and creation of a vested property right pursuant to this Title. Such notice shall be substantially in the following form:

Notice is hereby given to the general public of the approval of a site specific development plan, and the creation of a vested property right, pursuant to the Land Use Code of the City of Aspen and Title 24, Article 68, Colorado Revised Statutes, pertaining to the following described property: Portions of Lots A-I, Block 32, City and Townsite of Aspen, by Ordinance No. 6, Series of 2006, of the Aspen City Council.

Section 20:
All material representations and commitments made by the applicant pursuant to the development proposal approvals as herein awarded, whether in public hearing or documentation presented before the Planning and Zoning Commission or City Council, are hereby incorporated in such plan development approvals and the same shall be complied with as if fully set forth herein, unless amended by an authorized entity.

Section 21:
This ordinance shall not affect any existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the ordinances repealed or amended as herein provided, and the same shall be conducted and concluded under such prior ordinances.

Section 22:
If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

Section 23:
A public hearing on the ordinance shall be held on the 27th day of March, 2006, in the City Council Chambers, Aspen City Hall, Aspen, Colorado, fifteen days prior to which hearing a public notice of the same shall be published in a newspaper of general circulation within the City of Aspen.

INTRODUCED, READ AND ORDERED PUBLISHED as provided by law, by the City Council of the City of Aspen on the 13th day of February, 2006.

Helen Kalin Klanderud, Mayor

ATTEST:

Kathryn S. Koch, City Clerk

FINALLY, adopted, passed and approved this 10th day of April, 2006.

Helen Kalin Klanderud, Mayor

ATTEST:

Kathryn S. Koch, City Clerk

APPROVED AS TO FORM:

John P. Worcester, City Attorney

EXHIBIT
4.C.

SUBDIVISION EXEMPTION AGREEMENT FOR THE BOOMERANG LOT SPLIT

THIS SUBDIVISION EXEMPTION AGREEMENT (this "Agreement") is made this 16 day of June, 2006, between ASPEN FSP-ABR, LLC, a Delaware Limited Liability Company (the "Owner") and THE CITY OF ASPEN, a municipal corporation (the "City").

RECITALS:

WHEREAS, Owner owns that certain real property (the "Property") located on the south side of West Hopkins Avenue between South Fourth Street and South Fifth Street (Parcel Identification Number 2735-124-49-002) in the City of Aspen, County of Pitkin, State of Colorado, described as:

> That part of Lots A, B, and C lying northerly of Line 7-8 of the City and Townsite of Aspen (According to the 1978 Resurvey by the Bureau of Land Management), except the southerly 20 feet thereof and the north 80 feet of Lots D, E, and H the north 80 feet of Lot F, the north 75 feet of Lot G, the north 50 feet of Lot I, Block 32, City and Townsite of Aspen, and as modified by the addition of the north 85 feet of Lots D and E, and the north 80 feet of Lot G, Block 32, City and Townsite of Aspen through quit claim deed executed on August 14, 2000, and recorded with the office of the Pitkin County Clerk and Recorder as Reception Number 446337; and,

WHEREAS, Owner applied to the City of Aspen for approval of: a rezoning from R-15/LP/PUD (Moderate Density Residential with Planned Unit Development and Lodge Preservation Overlays) to R-6 (Medium-Density Residential); a subdivision exemption for a lot split to create Lot 1 of the Boomerang Lot Split with an area of approximately 7,500 square feet and Lot 2 of the Boomerang Lot Split with an area of approximately 12,237 square feet; and, associated growth management approvals (collectively, the "Project"); and,

WHEREAS, on January 24, 2006, the City of Aspen Planning and Zoning Commission ("P&Z") approved Resolution Number 3, Series of 2006 (the "Resolution") recommending that City Council rezone the vacant "Boomerang Parcel" to the R-6 (Medium-Density Residential) zone district and approve a lot split, creating Lots 1 and 2 of the Boomerang Lot Split, City of Aspen, Pitkin County, Colorado; and,

WHEREAS, on April 10, 2006, the City Council of the City of Aspen granted approval of a rezoning to R-6 and subdivision exemption for a lot split on the Property pursuant to the procedures and standards set forth in Title 26 of the Aspen Municipal Code; and,

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WHEREAS, the approval of the Project was conditioned upon Owner complying with certain requirements outlined in Ordinance No. 6, Series of 2006 (the "Ordinance"), including entering into a Subdivision Exemption Agreement for the Property; and,

WHEREAS, Owner has submitted to the City, for approval, execution and recordation, a plat for the Property (the "Plat") and the City agrees to approve, execute and record the Plat (Owner shall pay all applicable recordation fees) on the agreement of the Owner to the matters described herein; and,

WHEREAS, the City has imposed conditions and requirements in connection with its approval, execution, and acceptance of the Plat, which matters are necessary to protect, promote and enhance the public health, safety and welfare, and the Owner is prepared to enter into a Subdivision Exemption Agreement incorporating such conditions and requirements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and the approval, execution, and acceptance of the Plat for recordation by the City, it is agreed as follows:

1. **Acceptance of Plat.** Upon execution of this Agreement by all parties hereto, and upon approval of the final plat by the City Engineer and the Community Development Director, the City agrees to approve and execute the final plat for lot split subdivision exemption submitted herewith, which conforms to the requirements of Chapter 26.480 and all other applicable requirements of the Aspen Land Use Code. Said Plat and this Agreement shall be recorded (Owner pays all applicable recordation fees) in the Office of the Pitkin County Clerk and Recorder within 180 days of April 10, 2006 (the day the Ordinance was approved).

2. **Plat Requirements.** At a minimum, the Plat shall:

a. Meet the requirements of Section 26.480 of the Aspen Municipal Code;
b. Clearly label the lot line separating Lot 1 from Lot 2, the housing type and density per lot, and show all easements of record.
c. Provide a four (4) foot wide public trail easement to the City of Aspen along the west and southwest property line of Lot 2. A slightly wider easement shall be granted at the southwest corner of Lot 2 to allow for a moderate turning radius on the trail. The exact location of this easement shall be approved by the Parks Department prior to recordation of the Plat. The Plat may also include a note indicating that the area contained within the trail easement shall not be excluded from the land area used in calculation of Lot Area and, as such, shall not affect allowable FAR, density, setback requirements, or other dimensional requirements.
d. Contain a plat note stating that, no further subdivision of the subject properties may be granted nor will additional units be built without receipt of applicable approvals pursuant to the provisions of the Land Use Code in effect at the time of application.

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e. Contain a plat note stating that all new development on the subject lots will conform to the dimensional requirements of the R-6 zone district, as may be amended from time to time. Notwithstanding the foregoing, an applicant for new development on the subject lots has the rights afforded under the Land Use Code to request variances from the dimensional requirements of the zone district from an entity with the authority to hear and decide upon such requests.

3. **Lot 1.** Owner hereby agrees and acknowledges that development of Lot 1 remains subject to the terms, provisions, and conditions of approval enumerated in the Ordinance, to wit:

a. Lot 1 shall have an area of approximately 7,500 square feet and its development is limited to one (1) single-family residence;
b. Development on Lot 1 shall be subject to the use and dimensional requirements of the Medium-Density Residential (R-6) Zone District, as may be amended from time to time. Notwithstanding the foregoing, an applicant for new development on Lot 1 has the rights afforded under the Land Use Code to request variances from the dimensional requirements of the zone district from an entity with the authority to hear and decide upon such requests;
c. The residential dwelling unit to be constructed on Lot 1 shall comply with the City of Aspen Residential Design Standards in place at the time of building permit, unless any variance(s) is duly obtained;
d. Vehicular access to Lot 1 shall be taken from the South Fourth Street stub located directly to the east of the property. There shall not be any vegetation taller than thirty (30) inches from existing grade planted within the area fifteen (15) feet south or north of the driveway, at the property line or in the public right-of-way, in order to maintain a sufficient view corridor for trail users to see vehicles crossing the trail. Owner shall also relocate the existing Midland Trail sign to the south side of the driveway and attach a new sign on the backside of the relocated Midland Trail sign to indicate to trail users the presence of the driveway's crossing of the trail; and,
e. Administrative growth management approval for development of Lot 1 shall require provision of affordable housing mitigation by development on Lot 2 of one (1) "for sale" Accessory Dwelling Unit (ADU) or Carriage House (CH) unit containing between seven-hundred fifty (750) and one-thousand two-hundred (1,200) square feet of net livable area. Pursuant to Section 26.470.040(B)(1), *Administrative Growth Management Review: Detached single-family or duplex dwelling units*, of the Aspen Land Use Code, as may be amended from time to time, the mitigation described herein shall be acceptable for the single-family residence to be constructed on Lot 1 of the lot split.

4. **Lot 2.** Owner hereby agrees and acknowledges that development of Lot 2 remains subject to the terms, provisions, and conditions of approval enumerated in the Ordinance, to wit:

a. Lot 2 shall have an area of approximately 12,237 square feet and its development is limited to two (2) detached free-market residences (these units shall not be

developed in duplex configuration), plus two (2) ADU/CH units attached to one-another (these units shall be developed in a duplex configuration);

b. Development on Lot 2 shall be subject to the use and dimensional requirements of the Medium-Density Residential (R-6) Zone District, as may be amended from time to time. Notwithstanding the foregoing, an applicant for new development on Lot 2 has the rights afforded under the Land Use Code to request variances from the dimensional requirements of the zone district from an entity with the authority to hear and decide upon such requests;
c. The residential dwelling units to be constructed on Lot 2 shall comply with the City of Aspen Residential Design Standards in place at the time of building permit, unless any variance(s) is duly obtained. In addition, the ADU/CH units on Lot 2 shall each contain between seven-hundred fifty (750) and one-thousand two-hundred (1,200) square feet of net livable area. The ADU/CH units on Lot 2 shall comply with the ADU Design Standards contained in Section 26.520.050 of the Code, unless any variance(s) is duly obtained;
d. Vehicular access to Lot 2 shall be taken from West Hopkins Avenue via a single curb cut. The residential units on Lot 2 shall share a single driveway and the curb cut shall be designed and constructed such that it will not result in any net loss of on-street parking in the W. Hopkins Avenue Right-of-Way (it may be necessary to reconstruct and realign a portion of the existing sidewalk/trail to ensure no net loss of on-street parking). The driveway access shall meet the City Engineering Department's standards for drive ramps. The radii of the curb cut and returns shall be the minimum that functions for the purpose of a driveway; Owner shall gain approval from the Community Development Engineer to determine the appropriate radii sizing; and
e. One of the two ADU/CH units on Lot 2 provides mitigation for the development of Lot 1, as described in paragraph 3.e., above. With regard to mitigation for the development of Lot 2, administrative growth management approval shall require development on Lot 2 of one (1) additional "for sale" ADU/CH unit containing between seven-hundred fifty (750) and one-thousand two-hundred (1,200) square feet of net livable area. Pursuant to Section 26.470.040(B)(1), *Administrative Growth Management Review: Detached single-family or duplex dwelling units*, of the Aspen Land Use Code, as may be amended from time to time, the mitigation described herein shall be acceptable for the two (2) detached, free market single-family residences to be constructed on Lot 2 of the lot split.

5. Unit Configurations. Lot 1 shall be developed with a detached-single-family dwelling unit, with or without permitted accessory structures. The free market residences on Lot 2 shall be developed as two (2) detached single-family residences, with or without permitted accessory structures. The two (2) ADU/CH units on Lot 2 shall be developed in a duplex configuration, attached either side-by-side, over-under, or a combination of these.

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6. **Floor Area Calculation.** Allowable Floor Area in the Project is dictated by the R-6 zone district regulations and Section 26.575.020(A), *Calculations and Measurements*, of the Code, both as may be amended from time to time.

a. As a 7,500 square foot lot in the R-6 Zone District, development of a detached single-family residence on Lot 1 is permitted up to 3,450 square feet of Floor Area, as such is calculated and measured pursuant to Section 26.575.020(A) of the Code, as may be amended from time to time. Since the "for sale" ADU/CH unit mitigating the Lot 1 development will not be located on the same parcel, Lot 1 is not entitled to a floor area bonus pursuant to Section 26.575.020(A)(7) of the Code. By contrast, since the "for sale" ADU/CH unit mitigating the Lot 1 development will be detached from the primary residence but located on Lot 2, it shall be excluded from the calculation of Floor Area, up to a maximum of 1,200 square feet.

b. As a 12,237 square foot lot in the R-6 Zone District, development of two (2) detached, free-market residences on Lot 2 is permitted up to 4,274 square feet of Floor Area, as such is calculated and measured pursuant to Section 26.575.020(A) of the Code, as may be amended from time to time. Since the "for sale" ADU/CH unit mitigating the Lot 2 development will be detached from the primary residence and located on the same parcel as the units it is mitigating: 1) it shall be excluded from the calculation of Floor Area, up to a maximum of 1,200 square feet, and 2) the free-market residential development on Lot 2 shall be entitled to an "Affordable Housing Floor Area Bonus" pursuant to Section 26.575.020(A)(7) of the Code. Accordingly, the 4,274 square feet of allowable Floor Area on Lot 2 shall be increased by an amount equal to fifty (50) percent of the Floor Area of the ADU/CH unit mitigating the Lot 2 development, up to a maximum bonus of six-hundred (600) square feet.

7. **Affordable Housing.** Deed restrictions for the ADU/CH units developed on Lot 2 shall be in accordance with the provisions of Section 26.520.070, *Deed Restrictions and Enforcement*, of the Code, at the time of building permit issuance.

8. **Building Permit Application.** In addition to such requirements enumerated elsewhere herein and otherwise required by the City of Aspen Building Department, the building permit application for each of the residential units shall include the following:

a. A copy of the final Ordinance and P&Z Resolution;
b. The conditions of approval, as contained in the Ordinance, printed on the cover page of the building permit set;
c. A completed tap permit for service with the Aspen Consolidated Sanitation District;
d. A tree removal permit as required by the City Parks Department and any approval from the Parks Department Director for off-site replacement or mitigation of any removed trees. The tree removal permit application shall be accompanied by a detailed landscape plan indicating which trees are to be removed and new plantings proposed on the site. Additionally, a right-of-way landscaping plan

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shall be provided as part of the building permit application identifying that any trees removed from the right-of-way will have to be relocated. Any disruption or damage to the right-of-way irrigation system during construction shall also be repaired to the satisfaction of the Parks Department;

e. A drainage plan, including an erosion control plan, prepared by a Colorado licensed Civil Engineer, which maintains sediment and debris on-site during and after construction. If a ground recharge system is required, a soil percolation report will be required to correctly size the facility. A 5-year storm frequency should be used in designing any drainage improvements;
f. A construction management plan pursuant to the requirements of the Community Development Department. The construction management plan shall include a plan for protecting the Midland and W. Hopkins Avenue Trails during construction. This plan shall be reviewed and approved by the Parks Department prior to building permit issuance; and
g. A fugitive dust control plan to be reviewed and approved by the City Engineering Department.

9. Curb and Gutter. Owner shall construct curb and gutter along the West Hopkins Avenue frontage of the Property prior to issuance of a certificate of occupancy for any of the units in the project. The timing of this installation may be changed if approved by the City Engineer. If the W. Hopkins Pedestrian Trail is altered during construction, the Applicant shall repair the trail to the condition it was in prior to construction. See also paragraph 4.d., above.

10. Subdivision. No further subdivision of the Property may occur without receipt of applicable and required approvals pursuant to Chapter 26.480 of the Aspen Land Use Code (hereinafter "Code") and growth management allocation pursuant to Chapter 26.470 of the Code, unless the Code is amended in a manner that otherwise allows for further subdivision.

11. Landscaping. Owner shall install a tree root barrier on the trees that are to be planted within ten (10) feet of the W. Hopkins trail to prevent future root damage and trail upheaval. The Applicant shall also install tree saving construction fences around the drip line of any trees to be saved subject to the following provisions:

a. The City Forester or his/her designee must inspect this fence before any construction activities commence.
b. No excavation, storage of materials, storage of construction equipment, construction backfill, foot or vehicular traffic shall be allowed within the drip line.

12. Environmental Hazards. Owner shall submit geotechnical and soil stability reports performed by a qualified, licensed engineer demonstrating the land is suitable to handle the proposed development. Owner shall also submit a report from a qualified, licensed engineer demonstrating that rock fall from the slope above the development will be sufficiently mitigated to prevent rock fall hazards. This report shall

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be submitted for review by the Community Development Department prior to the issuance of full structural building permits.

13. **Fire Protection.** Owner shall install a fire sprinkler system that meets the requirements of the Aspen Fire Marshal in any residential unit that is 5,000 square feet or more. Use of charcoal grills shall be prohibited in this development because of fire danger concerns.

14. **Sewer Service.** Owner shall comply with the Aspen Consolidated Sanitation District's rules and regulations. No clear water connections (roof, foundation, perimeter drains) to ACSD lines shall be allowed.

15. **Impact Fees.** Park Development Impact Fees shall be assessed on each residential unit constructed on Lots 1 and 2 at the time of building permit issuance. The park development impact fees shall be calculated by the City Zoning Officer at the time of building permit issuance using the fee schedule in place at said time. In addition, School Land Dedication Fees shall be assessed on the proposal pursuant to Land Use Code Section 26.630, *School Lands Dedication,* and a proportionate amount of all applicable impact fees shall be due at the time of building permit issuance for each residence.

16. **Exterior Lighting.** All exterior lighting shall meet the City's Lighting Code Requirements pursuant to Land Use Code Section 26.575.150, *Outdoor Lighting.*

17. **Dogs.** There shall be no prohibition against any property owner, including owners of the affordable housing units, from owning/keeping a dog.

18. **Colorado Common Interest Ownership Act (CCIOA).** As soon as construction on Lot 2 practically allows, Owner anticipates submitting the Lot 2 development to a plan for condominiumization created pursuant to the Colorado Common Interest Ownership Act (CCIOA) in order to facilitate the separate conveyance of ownership in the two free market units and the two employee housing units. The City agrees to process for approval and for recordation a condominium map prepared in accordance with the Code and CCIOA. As the Owner will have provided affordable housing pursuant to the Code, the Project is exempt from paying an Affordable Housing Impact fee. This provision is not in conflict with those provisions of the Ordinance or of this Agreement restricting the property from further subdivision.

19. **Previous Approvals Null and Void.** Upon recordation of the Plat and this Agreement, the previous approvals including PUD, Subdivision and any others associated with the Property become vacated, null and void for good cause found, and the provisions of Ordinance No. 6 (Series of 2006) will be in place.

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20. Vested Property Rights. The approved Ordinance, Plat and this Agreement, collectively, constitute a site-specific development plan vested for a period of three (3) years from the date of development order issuance.

21. Financial Security for Public Improvements. In order to secure the performance of the construction and installation of improvements in the public right-of-way, including landscaping, the Owner shall provide the City with a financial security for the proposed improvements. The financial security shall take the form of a letter of credit, cash or other guarantees in a form satisfactory to the City Attorney and shall be submitted to the City prior to the initiation of construction or the issuance of any building permits. Pursuant to this Agreement, the Owner shall provide a detailed cost estimate of the improvements for approval by the City. The amount of the required financial security shall be 110% of the estimated cost of the improvements. The guarantee documents shall give the City the unconditional right, upon clear and unequivocal default by the Owner in its obligations to complete the public improvements, to withdraw funds against such security sufficient to complete and pay for installation for such public improvements, or to withdraw funds against such security sufficient to complete and pay for installation for such public improvements. If the improvements have not been completed to the satisfaction of the City within one year of the cost estimate, the City may require the Owner to adjust the amount of the financial security for local increases in construction costs.

As portions of the improvements are completed, the City shall inspect them, and upon approval and acceptance, shall authorize the release of the agreed estimated costs for that portion of the improvements, except that ten percent (10%) of the estimated costs of the improvements shall be withheld for the benefit of the City until (i) all of the improvements have been inspected and accepted by the City, (ii) a two-year maintenance bond has been provided by the Contractor, and (iii) as-builts have been provided (if required).

Separate financial securities and maintenance bonds are required for civil R.O.W. improvements (i.e. pipelines, sidewalks, and curbs) and landscaping R.O.W. improvements.

22. Material Representations. All material representations made by the Owner on record, whether in public hearings or in documentation presented before City Council or the P&Z, shall be binding upon the Owner.

23. Enforcement. In the event the City determines that the Owner is not in substantial compliance with the terms of this Agreement or of the Final Plat, the City may serve a notice of noncompliance and request that the deficiencies be corrected within a period of forty-five (45) days. In the event the Owner believes that s/he is in compliance or that the noncompliance is insubstantial, the Owner may request a hearing before the City Council to determine whether the alleged noncompliance exists or where any amendment, variance, or extension of time to comply should be granted. On request, the

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City shall conduct a hearing according to its standard procedures and take such action as it deems appropriate. The City shall be entitled to all remedies at equity and at law to enjoin, correct and/or receive damages for any noncompliance with this Agreement.

23. Notices. Notices to the parties shall be sent in writing by U.S. certified mail, return receipt requested, postage prepaid, Such notices shall be deemed received, if not sooner received, three (3) days after the date of the mailing of the same.

To the Owner:
Aspen FSP-ABR, LLC
c/o Len Mongeon
Fountain Square Properties, LLC
11921 Freedom Drive, Suite 950
Reston, VA 20190

To the City:
City Attorney
City of Aspen
130 South Galena Street
Aspen, CO 81611

24. Binding Effect. The provisions of this Agreement shall run with and constitute a burden on the land and shall be binding upon and inure to the benefit of the Owners, their successors and assigns, and to the City and its successors and assigns.

25. Amendment. This Agreement may be altered or amended only by written instrument executed by all parties hereto, with the same formality as this Agreement was executed.

26. Severability. If any provision of this Agreement is determined to be invalid, such invalidity shall not affect the remaining provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Subdivision Exemption Agreement the day and year first written above.

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OWNER:
ASPEN FSP-ABR, LLC, a Delaware limited liability company

By: BROWN REALTY MANAGER, INC.,
a Delaware corporation, its Manager

By: _____
Name: THOMAS BURTON
Title: VICE PRESIDENT

By: FOUNTAIN SQUARE PROPERTIES, LLC,
a Virginia limited liability company, its Manager

By: _____
Name: DAVID FAEDER
Title: Manager

STATE OF MARYLAND)
) ss.
COUNTY OF BALTIMORE)

The foregoing was sworn and subscribed to before me this 14th day of JUNE, 2006, by THOMAS BURTON, in his capacity as VICE PRESIDENT for Brown Realty Manager, Inc.

Witness my hand and official seal.
My commission expires 12-3-2006.

Donald Brenneman
Notary Public

DONALD BRENNEMAN NOTARY PUBLIC BALTIMORE CO.

STATE OF VIRGINIA)
) ss.
COUNTY OF Fairfax)

The foregoing was sworn and subscribed to before me this 14th day of June, 2006, by David W. Faeder, in his capacity as Manager of Fountain Square Properties, LLC.

Witness my hand and official seal.
My commission expires 1/31/08.

Patricia L. Kennelly
Notary Public

PATRICIA LORENNE KENNELLY NOTARY PUBLIC COMMONWEALTH OF VIRGINIA

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APPROVED:

John Worcester, City Attorney

THE CITY OF ASPEN, COLORADO
a municipal corporation

By: Helen Kalin Klanderud, Mayor

ATTEST:

By: Kathryn Koch, City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF PITKIN)

The foregoing was sworn and subscribed to before me this 16th day of June, 2006, by Helen Kalin Klanderud and ~~Kathryn Koch~~ Kathleen Strickland, as Mayor and City Clerk, respectively, of the City of Aspen, a Municipal Corporation.

Witness my hand and official seal.
My commission expires 04/17/2007

Notary Public

C:My Documents\City Applications\Boomerang\B-rang Stunda\B-rang Stunda SEA

NOTARY PUBLIC
JACKIE LOTHIAN
STATE OF COLORADO

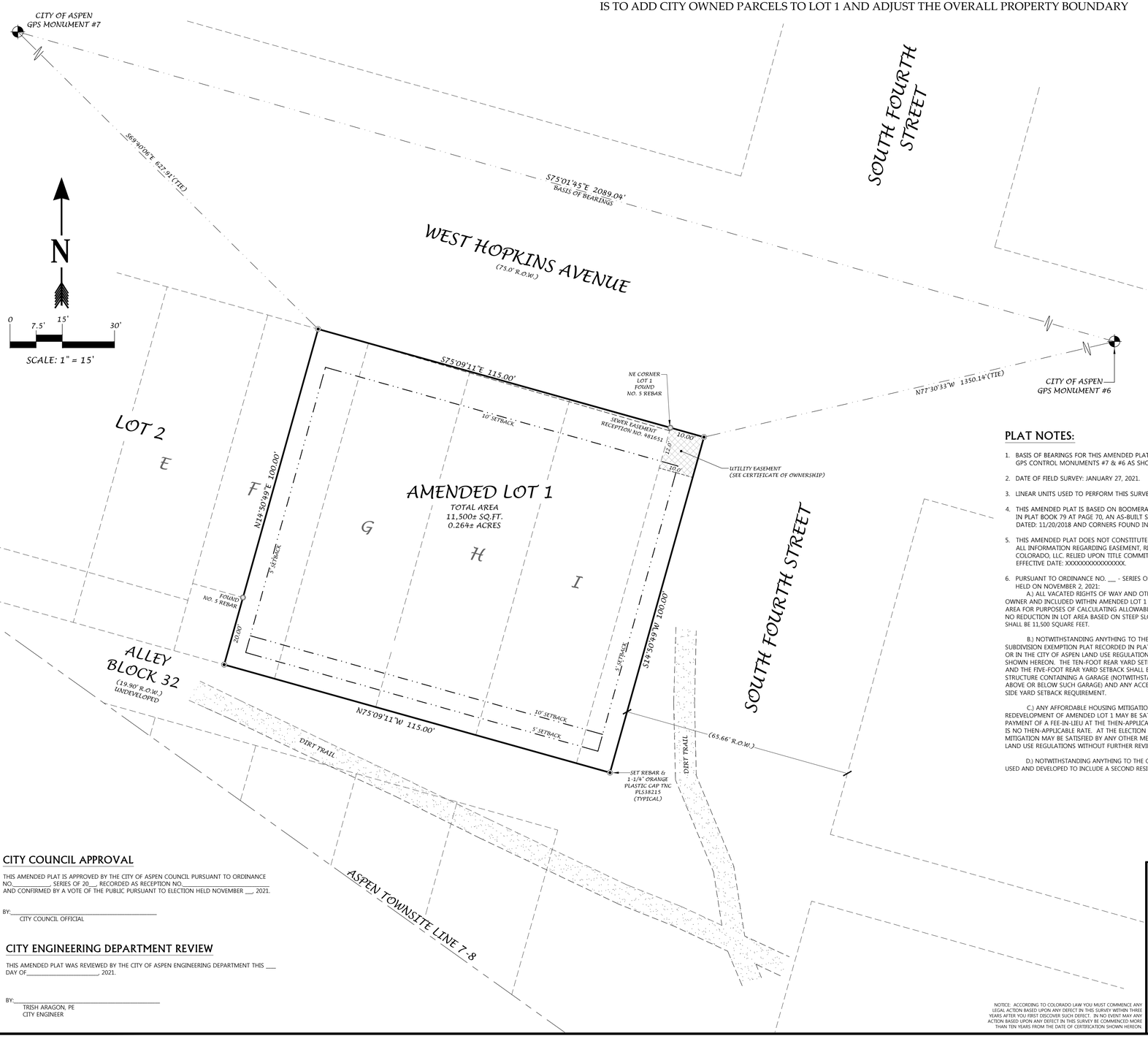
EXHIBIT 5

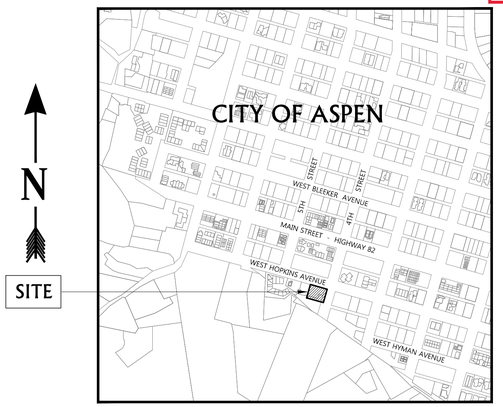
AMENDED PLAT

LOT 1 - BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION

SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PM
CITY OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO

PURPOSE STATEMENT: THE PURPOSE OF THIS AMENDED PLAT OF LOT 1 BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION IS TO ADD CITY OWNED PARCELS TO LOT 1 AND ADJUST THE OVERALL PROPERTY BOUNDARY





VICINITY MAP
SCALE: 1" = 500'

CERTIFICATE OF OWNERSHIP

THE UNDERSIGNED, R D OLSON INVESTMENTS II, LLC AS OWNER OF AMENDED LOT 1, AS SHOWN HEREON, AND DESCRIBED AS THE EASTERN ONE-HALF OF LOT F, AND LOTS G, H & I, BLOCK 32, CITY AND TOWNSITE OF ASPEN, TOGETHER WITH THE WESTERN 10 FEET OF SOUTH FOURTH STREET IMMEDIATELY ADJACENT TO SUCH LOT I, BLOCK 32, CITY AND TOWNSITE OF ASPEN DOES HEREBY COMBINE SUCH PROPERTY INTO AMENDED LOT 1, BOOMERANG LOT SPLIT SUBDIVISION."

CONTAINING 0.172 ACRES, MORE OR LESS, DOES HEREBY ACKNOWLEDGE THIS AMENDED PLAT; AND DOES HEREBY DEDICATE TO THE PUBLIC UTILITY SERVICE PROVIDERS THE UTILITY EASEMENT SHOWN HEREON FOR INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF UNDERGROUND UTILITY SERVICES, DRAINAGE IMPROVEMENTS AND AN ABOVE-GROUND FIRE HYDRANT, AND FOR ACCESS TO THE SAME.

R D OLSON INVESTMENTS II LLC
520 NEWPORT CENTER DR #600
NEWPORT BEACH, CA 92660

BY:_____
MANAGER

STATE OF COLORADO)
) SS
COUNTY OF PITKIN)

THE FOREGOING AMENDED PLAT WAS EXECUTED AND ACKNOWLEDGED BEFORE ME ON _____, 2021 BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

PLAT NOTES:

1. BASIS OF BEARINGS FOR THIS AMENDED PLAT IS A BEARING OF S75°01'45"E BETWEEN CITY OF ASPEN GPS CONTROL MONUMENTS #7 & #6 AS SHOWN HEREON.
2. DATE OF FIELD SURVEY: JANUARY 27, 2021.
3. LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
4. THIS AMENDED PLAT IS BASED ON BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION PLAT RECORDED IN PLAT BOOK 79 AT PAGE 70, AN AS-BUILT SURVEY PREPARED BY TUTTLE SURVEYING SERVICES DATED: 11/20/2018 AND CORNERS FOUND IN PLACE AS SHOWN HEREON.
5. THIS AMENDED PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY TRUE NORTH COLORADO, LLC FOR ALL INFORMATION REGARDING EASEMENT, RIGHTS-OF-WAY AND/OR TITLE OF RECORD, TRUE NORTH COLORADO, LLC. RELIED UPON TITLE COMMITMENT NO. XXXXXXXXXXX ISSUED BY XXXXXXXXXXXX, EFFECTIVE DATE: XXXXXXXXXXXXXX.
6. PURSUANT TO ORDINANCE NO. __ - SERIES OF 2021, AND AS CONFIRMED BY VOTE OF THE PUBLIC HELD ON NOVEMBER 2, 2021:

A.) ALL VACATED RIGHTS OF WAY AND OTHER LANDS TRANSFERRED BY THE CITY OF ASPEN TO THE OWNER AND INCLUDED WITHIN AMENDED LOT 1 AS SHOWN HEREON SHALL BE INCLUDED IN THE LOT AREA FOR PURPOSES OF CALCULATING ALLOWABLE FLOOR AREA ON THE PROPERTY AND THERE SHALL BE NO REDUCTION IN LOT AREA BASED ON STEEP SLOPES. AS SUCH, THE NET LOT AREA FOR AMENDED LOT 1 SHALL BE 11,500 SQUARE FEET.

B.) NOTWITHSTANDING ANYTHING TO THE CONTRARY ON THE BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION PLAT RECORDED IN PLAT BOOK 79 AT PAGE 70 OF THE PITKIN COUNTY RECORDS OR IN THE CITY OF ASPEN LAND USE REGULATIONS, THE SETBACKS FOR AMENDED LOT 1 SHALL BE AS SHOWN HEREON. THE TEN-FOOT REAR YARD SETBACK SHALL BE APPLICABLE TO PRINCIPAL STRUCTURES AND THE FIVE-FOOT REAR YARD SETBACK SHALL BE APPLICABLE TO ANY PORTION OF A PRINCIPAL STRUCTURE CONTAINING A GARAGE (NOTWITHSTANDING THE FACT LIVING FACILITIES MAY BE BUILT ABOVE OR BELOW SUCH GARAGE) AND ANY ACCESSORY STRUCTURES. THERE SHALL BE NO COMBINED SIDE YARD SETBACK REQUIREMENT.

C.) ANY AFFORDABLE HOUSING MITIGATION ASSOCIATED WITH THE DEVELOPMENT OR REDEVELOPMENT OF AMENDED LOT 1 MAY BE SATISFIED WITHOUT ANY FURTHER PROCESS OR REVIEW BY PAYMENT OF A FEE-IN-LIEU AT THE THEN-APPLICABLE RATE OR THE THEN-LAST-APPLICABLE RATE IF THERE IS NO THEN-APPLICABLE RATE. AT THE ELECTION OF THE OWNER, ANY SUCH AFFORDABLE HOUSING MITIGATION MAY BE SATISFIED BY ANY OTHER METHOD THAT IS THEN ALLOWED IN THE CITY OF ASPEN LAND USE REGULATIONS WITHOUT FURTHER REVIEW.

D.) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN PRIOR APPROVALS, AMENDED LOT 1 MAY BE USED AND DEVELOPED TO INCLUDE A SECOND RESIDENTIAL DWELLING.

COMMUNITY DEVELOPMENT DIRECTOR APPROVAL

THIS AMENDED PLAT IS APPROVED BY THE CITY OF ASPEN COMMUNITY DEVELOPMENT DIRECTOR THIS _____ DAY OF_____, 2021.

BY:_____
PHILLIP SUPINO - DIRECTOR
COMMUNITY DEVELOPMENT

CLERK & RECORDER CERTIFICATE

THIS AMENDED PLAT OF LOT 1, BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION HAS BEEN ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF PITKIN COUNTY, COLORADO ON THIS _____ DAY OF _____, 2021, IN PLAT BOOK _____ AT PAGE _____ AS RECEPTION NO. _____.

_____
CLERK & RECORDER

BY: _____
DEPUTY

SURVEYOR'S CERTIFICATION

I, RODNEY P. KISER, A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE PREPARED THE AMENDED PLAT OF LOT 1, BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION, THAT THAT LOCATION OF THE OUTSIDE BOUNDARY AND OTHER FEATURES ARE ACCURATELY AND CORRECTLY SHOWN HEREON, THAT THE SAME ARE BASED ON A FIELD SURVEY PERFORMED JANUARY 27, 2021 UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE AND THAT THE PLATTED SITE CONFORMS TO THOSE STAKED ON THE GROUND.

IN WITNESS THEREOF, I HAVE SET MY HAND AND SEAL THIS _____ DAY OF _____, 2021.

_____
RODNEY P. KISER
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38215

CITY COUNCIL APPROVAL

THIS AMENDED PLAT IS APPROVED BY THE CITY OF ASPEN COUNCIL PURSUANT TO ORDINANCE NO._____, SERIES OF 20__, RECORDED AS RECEPTION NO._____ AND CONFIRMED BY A VOTE OF THE PUBLIC PURSUANT TO ELECTION HELD NOVEMBER __, 2021.

BY:_____
CITY COUNCIL OFFICIAL

CITY ENGINEERING DEPARTMENT REVIEW

THIS AMENDED PLAT WAS REVIEWED BY THE CITY OF ASPEN ENGINEERING DEPARTMENT THIS ___ DAY OF_____, 2021.

BY:_____
TRISH ARAGON, PE
CITY ENGINEER

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 CERTIFICATION SHOWN HEREON.

TRUE NORTH COLORADO
A LAND SURVEYING AND MAPPING COMPANY

R.D. OLSON INVESTMENTS II
AMENDED PLAT - LOT 1 BOOMERANG
501 W. HOPKINS AVENUE - ASPEN
COUNTY OF PITKIN - STATE OF COLORADO

FOR PRELIMINARY REVIEW

TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 386 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2021-100	DRAWN	SHEET
	RPK	1 OF 1
DATE: May 12, 2021	SURVEYED	
	DJB-GBL	

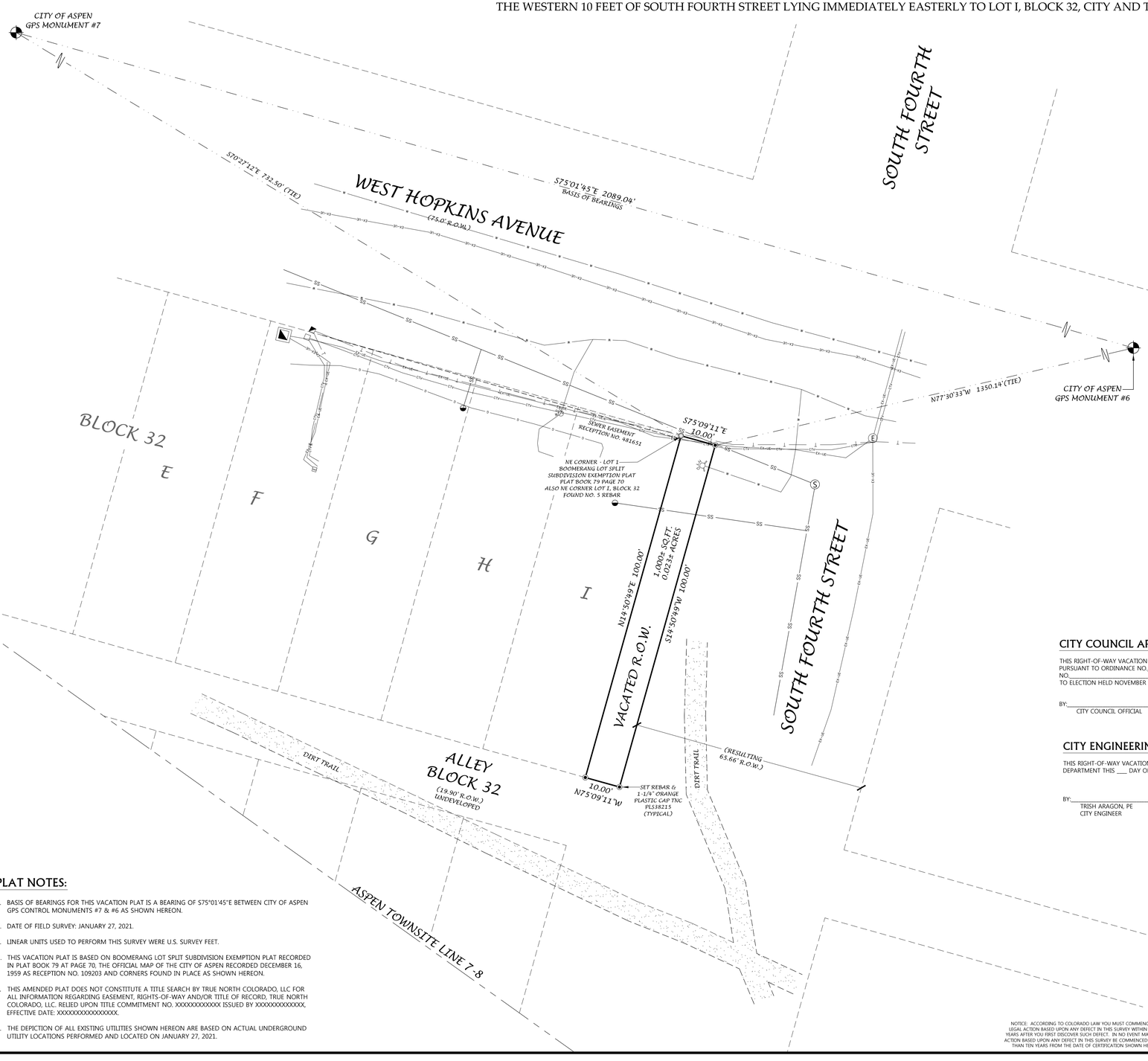
EXHIBIT 6

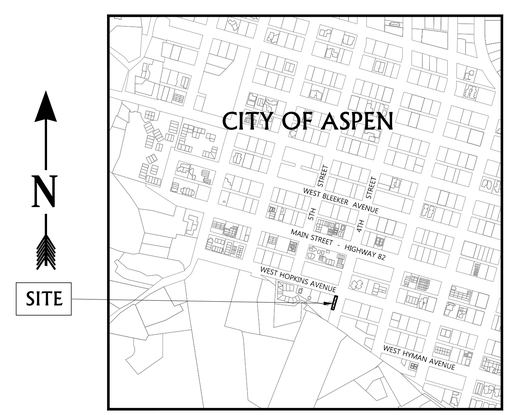
RIGHT-OF-WAY VACATION PLAT

SOUTH FOURTH STREET

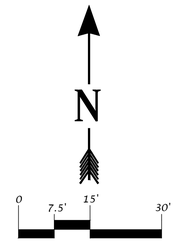
SECTION 10, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH P.M.
CITY OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO

PURPOSE STATEMENT: THE PURPOSE OF THIS RIGHT-OF-WAY VACATION PLAT IS TO VACATE
THE WESTERN 10 FEET OF SOUTH FOURTH STREET LYING IMMEDIATELY EASTERLY TO LOT I, BLOCK 32, CITY AND TOWNSITE OF ASPEN





VICINITY MAP
SCALE: 1" = 500'



SCALE: 1" = 15'

W — W — W — WATER LINE
SS — SS — SS — SEWER LINE
T — T — T — TELEPHONE LINE
G — G — G — GAS LINE
EX-UE — EX-UE — ELECTRIC LINE
CTV — CTV — CTV — CATV LINE

CERTIFICATE OF OWNERSHIP

THE UNDERSIGNED, CITY OF ASPEN AS OWNER OF THE WESTERN 10 FEET SOUTH FOURTH STREET LYING IMMEDIATELY ADJACENT TO LOT I, BLOCK 32, CITY AND TOWNSITE OF ASPEN

CONTAINING 0.023 ACRES, MORE OR LESS, DOES HEREBY ACKNOWLEDGE THIS RIGHT-OF-WAY VACATION PLAT.

CITY OF ASPEN
130 S. GALENA STREET
ASPEN, CO 81611

BY:_____
CITY MANAGER

STATE OF COLORADO)
) SS
COUNTY OF PITKIN)

THE FOREGOING RIGHT-OF-WAY VACATION PLAT WAS EXECUTED AND ACKNOWLEDGED BEFORE ME ON _____, 2021
BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

COMMUNITY DEVELOPMENT DIRECTOR APPROVAL

THIS RIGHT-OF-WAY VACATION PLAT IS APPROVED BY THE CITY OF ASPEN COMMUNITY DEVELOPMENT DIRECTOR THIS _____ DAY OF_____, 2021.

BY:_____
PHILLIP SUPINO - DIRECTOR
COMMUNITY DEVELOPMENT

CITY COUNCIL APPROVAL

THIS RIGHT-OF-WAY VACATION PLAT IS APPROVED BY THE CITY OF ASPEN COUNCIL PURSUANT TO ORDINANCE NO._____, SERIES OF 20___, RECORDED AS RECEPTION NO._____ AND CONFIRMED BY A VOTE OF THE PUBLIC PURSUANT TO ELECTION HELD NOVEMBER __, 2021.

BY:_____
CITY COUNCIL OFFICIAL

CITY ENGINEERING DEPARTMENT REVIEW

THIS RIGHT-OF-WAY VACATION PLAT WAS REVIEWED BY THE CITY OF ASPEN ENGINEERING DEPARTMENT THIS ___ DAY OF_____, 2021.

BY:_____
TRISH ARAGON, PE
CITY ENGINEER

CLERK & RECORDER CERTIFICATE

THIS RIGHT-OF-WAY VACATION PLAT HAS BEEN ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF PITKIN COUNTY, COLORADO ON THIS _____ DAY OF _____, 2021, IN PLAT BOOK _____ AT PAGE _____ AS RECEPTION NO. _____.

_____
CLERK & RECORDER

BY: _____
DEPUTY

SURVEYOR'S CERTIFICATION

I, RODNEY P. KISER, A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE PREPARED TTHIS RIGHT-OF-WAY VACATION PLAT, THAT THAT LOCATION OF THE OUTSIDE BOUNDARY AND OTHER FEATURES ARE ACCURATELY AND CORRECTLY SHOWN HEREON, THAT THE SAME ARE BASED ON A FIELD SURVEY PERFORMED JANUARY 27, 2021 UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE AND THAT THE PLATTED SITE CONFORMS TO THOSE STAKED ON THE GROUND. LINEAR ERROR OF CLOSURE IS LESS THAN 1:15,000.

IN WITNESS THEREOF, I HAVE SET MY HAND AND SEAL THIS _____ DAY OF _____, 2021.

_____
RODNEY P. KISER
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38215

PLAT NOTES:

1. BASIS OF BEARINGS FOR THIS VACATION PLAT IS A BEARING OF S75°01'45"E BETWEEN CITY OF ASPEN GPS CONTROL MONUMENTS #7 & #6 AS SHOWN HEREON.
2. DATE OF FIELD SURVEY: JANUARY 27, 2021.
3. LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
4. THIS VACATION PLAT IS BASED ON BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION PLAT RECORDED IN PLAT BOOK 79 AT PAGE 70, THE OFFICIAL MAP OF THE CITY OF ASPEN RECORDED DECEMBER 16, 1959 AS RECEPTION NO. 109203 AND CORNERS FOUND IN PLACE AS SHOWN HEREON.
5. THIS AMENDED PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY TRUE NORTH COLORADO, LLC FOR ALL INFORMATION REGARDING EASEMENT, RIGHTS-OF-WAY AND/OR TITLE OF RECORD, TRUE NORTH COLORADO, LLC, RELIED UPON TITLE COMMITMENT NO. XXXXXXXXXXX ISSUED BY XXXXXXXXXXX, EFFECTIVE DATE: XXXXXXXXXXXXXXX.
6. THE DEPICTION OF ALL EXISTING UTILITIES SHOWN HEREON ARE BASED ON ACTUAL UNDERGROUND UTILITY LOCATIONS PERFORMED AND LOCATED ON JANUARY 27, 2021.

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 CERTIFICATION SHOWN HEREON.

TRUE NORTH
COLORADO
A LAND SURVEYING AND MAPPING COMPANY

R.D. OLSON INVESTMENTS II
RIGHT-OF-WAY VACATION PLAT
SOUTH FOURTH STREET - ASPEN
COUNTY OF PITKIN - STATE OF COLORADO

FOR PRELIMINARY REVIEW

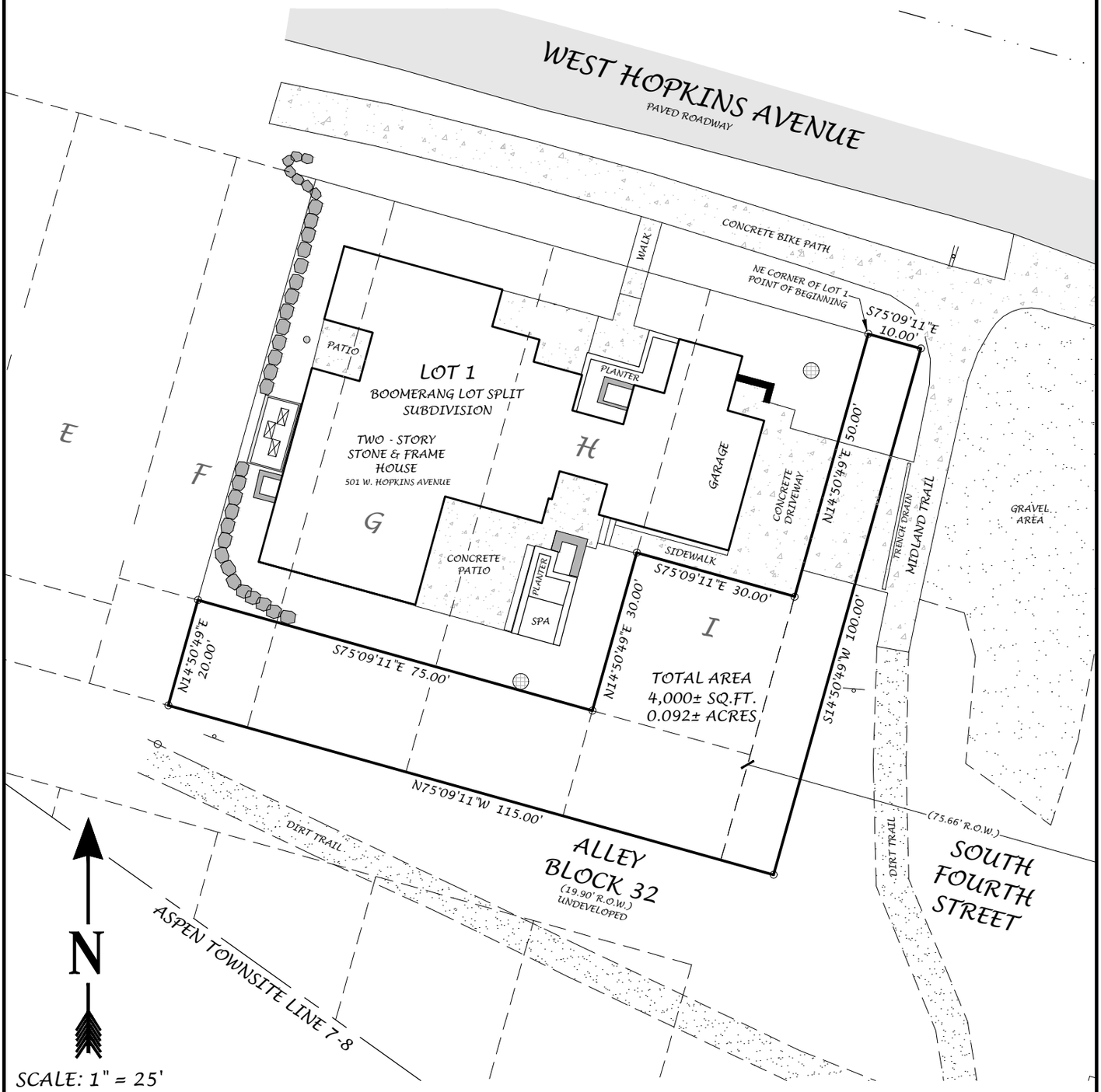
TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 386 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2021-100	DRAWN: RPK	SHEET 1 OF 1
DATE: April 27, 2021	SURVEYED: DJB-GBL	

EXHIBIT 7

ZONING AMENDMENT EXHIBIT

SECTION 10, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH P.M.
CITY & TOWNSITE OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO



SCALE: 1" = 25'

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN BLOCK 32, CITY AND TOWNSITE OF ASPEN AND WITHIN SECTION 10, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION PLAT RECORDED IN PLAT BOOK 79 AT PAGE 70 IN THE PITKIN COUNTY CLERK AND RECORDER'S OFFICE; THENCE S75°09'11"E A DISTANCE OF 10.00 FEET; THENCE S14°50'49"W A DISTANCE OF 100.00 FEET; THENCE N75°09'11"W A DISTANCE OF 115.00 FEET; THENCE N14°50'49"E A DISTANCE OF 20.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S75°09'11"E ALONG THE SOUTH LINE OF LOT 1 A DISTANCE OF 75.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N14°50'49"E ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 30.00 FEET TO AN ANGLE POINT ALONG THE EAST LINE OF SAID LOT 1; THENCE CONTINUING ALONG THE EAST LINE OF SAID LOT 1 S75°09'11"E A DISTANCE OF 30.00 FEET TO AN ANGLE POINT ALONG THE EAST LINE OF SAID LOT 1; THENCE N4°50'49"E ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINS 4,000 SQUARE FEET (0.092 ACRES), MORE OR LESS.

TRUE NORTH
COLORADO
A LAND SURVEYING AND MAPPING COMPANY

R.D. OLSON INVESTMENTS II
501 W. HOPKINS AVENUE - ASPEN
COUNTY OF PITKIN, STATE OF COLORADO

FOR PRELIMINARY REVIEW

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PROJECT NO: 2021-100	DRAWN: RPK	SHEET 1 OF 1
DATE: April 27, 2021	SURVEYED: DJB-GBL	

EXHIBIT 8

LANDSCAPING AND YARD EASEMENT AGREEMENT

This LANDSCAPING AND YARD EASEMENT AGREEMENT ("Agreement") is made and effective this ___ day of _____, 2021 between R.D Olson Investments II, LLC, a California limited liability company, whose address is 520 Newport Center Drive, Ste. 600, Newport Beach, CA 92660 ("RDOI"), and the CITY OF ASPEN, a body corporate and politic, whose address is 130 South Galena St., Aspen, Colorado 81611 ("City"). Individually, RDOI and the City are each a "Party" and together the "Parties."

RECITALS

A. City is the owner of the property described on Exhibit A, attached hereto and incorporated herein by this reference ("Easement Area").

B. The City has agreed to grant RDOI an easement for the benefit of RDOI on the Easement Area. The purpose of this Agreement is to grant RDOI an easement for the installation, maintenance, repair and replacement of yard and landscaping areas, including, but not limited to, plants, trees, shrubs, bushes, grass, patios and decks, lighting, sitting areas, shade features or improvements, a hot tub, a swimming pool, underground utilities, fencing, retaining walls, planting structures, walls, and other features common to yards and landscaping areas.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. Grant of Easement. City hereby conveys, assigns, transfers and grants to RDOI a perpetual and exclusive easement over and across the Easement Area. The Easement Area shall be used by RDOI for construction, installation, maintenance, repair and replacement of yard and landscaping areas including, but not limited to, plants, trees, shrubs, bushes, grass, patios and decks, lighting, sitting areas, shade features or improvements, a hot tub, a swimming pool, underground utilities, fencing, retaining walls, planting structures, walls, and other structures and features common to yards and landscaping areas. RDOI shall pay all costs for construction, installation, maintenance, repair and replacement of all improvements within the Easement Area. Any utilities shall be underground. RDOI shall keep the Easement Area and all improvements in good repair and condition. RDOI agrees at all times to maintain the Easement Area so its appearance is compatible with the surrounding property. No improvements shall be

installed within the Easement Area without the prior written consent (which may be by email) of the Parks and Recreation Department of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Prior to the installation of any improvements within the Easement Area, RDOI shall provide to the Parks and Recreation Department plans and specifications for any proposed improvements. The failure of the Parks and Recreation Department to respond for a period of thirty (30) days shall be deemed to be an approval of such proposed improvements. Any lighting shall comply with the requirements of the City standards. Without the express written consent of both parties, which consent may be withheld for any or no reason, the use of the Easement Area shall not be expanded or increased. There shall be no parking at any time in the Easement Area.

2. Indemnification. RDOI agrees to protect, indemnify and hold harmless City from and against any loss, damage or claims, including reasonable attorneys' fees and costs, arising out of: (i) the use of the Easement Area by RDOI or its guests or invitees, which indemnity shall include, but not be limited to, injury or loss to persons or property; and (ii) any mechanic lien claims for unpaid labor, services or materials affecting any of the Easement Area. RDOI shall obtain, at its expense, and keep in full force and effect, with a reputable insurer, general public liability insurance for the Easement Area with a limit of not less than $1,000,000.00 and, during times of construction of any improvements, repairs or replacements, shall maintain (or cause its contractor to maintain) workmen's compensation and builder's risk insurance in amounts reasonably satisfactory to City; and all said policies shall name City (or any subsequent owner of the land burdened hereby) as an additional insured and RDOI shall provide City (or any subsequent owner of the land burdened hereby) with proof of such insurance. The City shall have the right to request RDOI to review and increase the limits of insurance coverage hereunder based on prevailing limits then carried by like or similar risks.

3. Representations of City. With respect to the lands included in the Easement Area, City represents that it is well seized of and has good title to such lands, free and clear of all liens or encumbrances and free and clear of all taxes, and that RDOI shall have, subject to the terms, provisions, and conditions hereof, the quiet and peaceful possession and use of the Easement Area for the purposes intended.

4. Notices. Any notice, demand, or document which either party is required or may desire to give, deliver or make to the other party shall be in writing and may be personally delivered or given by United States certified mail, return receipt requested, addressed to the address set forth in the introductory paragraph of this Agreement. Any notice, demand or document so given, delivered or made by United States mail shall be deemed to have been received on the earlier of the date actually received or the third business day after the same is

deposited in the United States mail as certified matter, addressed as above provided, with postage prepaid.

5. Miscellaneous.

a. Notice of Default, Right to Cure. In the event of any default under the provisions of this Agreement, the non-defaulting party shall, prior to the exercise of any right or remedy, give the party alleged to be in default written notice of such default together with right for a period of ten days after receipt of such notice to cure said default. If an alleged default by its nature is not capable of being cured within the time provided, the party alleged to be in default shall, provided such party is proceeding with all due diligence, have up to an additional twenty days to cure said default. If a default is not cured within the time provided or any extension thereof (which right to cure period shall not under any circumstances exceed in the aggregate thirty days), the non-defaulting party shall then and thereafter be free to pursue any right or remedy allowed by this Agreement or otherwise by law.

b. Remedies. Either party shall have the right and power to bring suit in its own name for any legal or equitable relief due to lack of compliance with any provisions of this Agreement. If any court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Agreement, the prevailing party shall be entitled to reimbursement of its costs and expenses, including reasonable attorneys' fees, in connection therewith.

c. No Waiver. The failure of either party to insist upon the strict performance of any provisions of this Agreement or to exercise any right or option available to it, or to serve any notice or to institute any action, shall not be a waiver or a relinquishment for the future of any such provision.

d. Amendments in Writing. This Agreement may not be amended, nor may any rights hereunder be waived, except by an instrument in writing executed by the parties hereto and duly recorded in the real estate records of Pitkin County, Colorado.

e. Colorado Law. The interpretation, enforcement or any other matters relative to this Agreement shall be construed and determined in accordance with the laws of the State of Colorado.

f. Run With the Land. All the provisions of this Agreement, including the benefits and burdens created thereby, shall run with the land.

g. Correction Documents. In the event any clerical or other errors are found in this Agreement or any legal descriptions or other exhibits hereto, or in the event any exhibit shall be missing, the parties agree to promptly execute, acknowledge, initial and/or deliver as necessary any documentation in order to correct the erroneous document, description, exhibit or to provide any missing exhibit.

h. Binding Effect; Recording. All provisions of this Agreement inure to the benefit of and are binding upon the parties hereto, their heirs, successors, assigns and personal representatives. This Agreement shall be recorded in the records of the Pitkin County Clerk and Recorder's Office.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first written above.

GRANTOR:
R.D. OLSON INVESTMENTS II, LLC, a California limited liability company

By:_____
Robert D. Olson, Managing Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

On _____ before me, _____
(insert name and title of the officer)

personally appeared **Robert D. Olson,** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

R.D. OLSON INVESTMENTS II, LLC, a California limited liability company

By:_____
Robert D. Olson, Managing Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

On _____ before me, _____
(insert name and title of the officer)

personally appeared **Robert D. Olson,** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ATTEST:

THE CITY OF ASPEN

_____

_____
Deputy City Clerk

By: _____
Torre, Mayor
DATE: _____

APPROVED AS TO FORM:

_____
James True
City Attorney

MANAGER APPROVAL:

_____
Sara Ott
City Manager

RECOMMENDED FOR APPROVAL:

_____
Austin Weis, Director
Parks and Open Space Program

STATE OF COLORADO)
) ss.
COUNTY OF PITKIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Torre, as Mayor of the City of Aspen, Colorado.

WITNESS my hand and official seal.

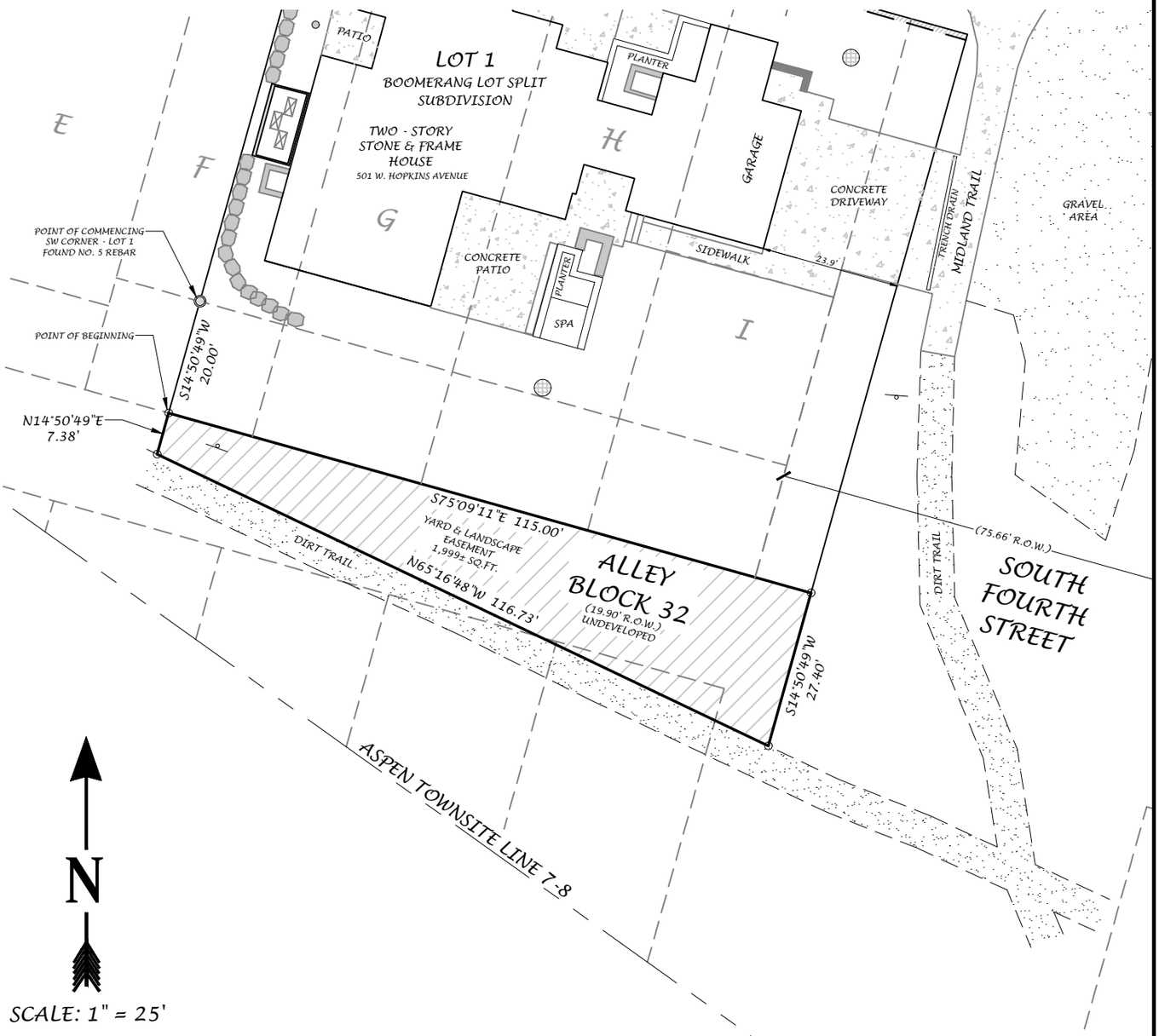
My commission expires: _____

_____
Notary Public

EXHIBIT A

YARD & LANDSCAPE EASEMENT

SECTION 10, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH P.M.
CITY & TOWNSITE OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO



YARD & LANDSCAPE EASEMENT

A PARCEL OF LAND SITUATED IN SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND TOWNSITE OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO; SAID PARCEL OF LAND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION RECORDED IN PLAT BOOK 79 AT PAGE 70 IN THE PITKIN COUNTY CLERK AND RECORDER'S OFFICE; THENCE S14°50'49"W A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTH LINE OF THE ALLEY IN BLOCK 32 OF THE CITY AND TOWNSITE OF ASPEN, THE POINT OF BEGINNING; THENCE S75°09'11"E ALONG THE NORTH LINE OF SAID ALLEY AND IT'S EXTENSION THEREOF A DISTANCE OF 115.00 FEET; THENCE S14°50'49"W A DISTANCE OF 27.40 FEET TO A POINT OF THE NORTHERLY EDGE OF A EXISTING GRAVEL TRAIL; THENCE N65°16'48"W ALONG SAID NORTHERLY EDGE A DISTANCE OF 116.73 FEET; THENCE LEAVING SAID NORTHERLY EDGE N14°50'49"E A DISTANCE OF 7.38 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 1,999 SQUARE FEET, MORE OR LESS.

TRUE NORTH COLORADO
A LAND SURVEYING AND MAPPING COMPANY

R.D. OLSON INVESTMENTS II
501 W. HOPKINS AVENUE - ASPEN
COUNTY OF PITKIN, STATE OF COLORADO

FOR PRELIMINARY REVIEW

TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 386 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2021-100	DRAWN: RPK	SHEET 1 OF 1
DATE: March 5, 2021	SURVEYED: DJB-GBL	

EXHIBIT 9

Recording requested by and return to:
City of Aspen
Parks & Recreation Department
130 South Galena
Aspen, Colorado 81611

DEED OF CONSERVATION EASEMENT
PRIDE OF ASPEN – CITY OF ASPEN

THIS DEED OF CONSERVATION EASEMENT ("Deed") is granted effective as of the _____ day of _____, 202__, by the R.D. Olson Investments II, LLC a California limited liability company, whose address is 520 Newport Center Drive, Ste. 600, Newport Beach, CA 92660 ("Grantor"), to the CITY OF ASPEN, a body corporate and politic, whose address is 130 South Galena St., Aspen, Colorado 81611 ("City") and to the BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY, COLORADO ("BOCC"), a body corporate and politic, whose address is 530 East Main Street, Aspen, Colorado 81611 (the City and the County are sometimes referred to herein as the "Grantee"), for the purpose of forever conserving the open space character, wildlife habitat, and scenic qualities of the subject property.

WITNESS THAT:

Grantor is the sole owner in fee simple of the property (the "Property") which is specifically described on **Exhibit A** hereto and depicted on **Exhibit B**, consisting of approximately 19.329 acres of land more or less located in Pitkin County, State of Colorado and immediately adjacent to the City of Aspen, Colorado. The Property is a part of one of the most prominent and important views from within the City and areas of the County near the City.

In accordance with the United States Internal Revenue Code of 1986 ("IRC") and Treasury Regulation 1.170A-14(d)(4) regarding preservation of open space, the parties agree and acknowledge that the preservation of the Property will yield a significant public benefit and will add to the scenic and open space character of the landscape in Pitkin County and as viewed from the City. The Property qualifies as open space because it will be preserved for the scenic enjoyment of the general public and is preserved pursuant to a clearly delineated governmental conservation policy. Conservation of the Property will further yield a significant public benefit.

- Scenic Enjoyment. The Property lies within a mapped Environmentally Sensitive Area designated by the City, and adds to the scenic character of the local rural landscape in which it lies, and provides a degree of openness, contrast and variety to the overall landscape. The Property is adjacent to the City of Aspen and provides a critical and very prominent view area. A portion of the Property is visually accessible to the general public from most of the City of Aspen as well as from Colorado Highway 82 and from Castle Creek Road, which are open to and actively used by residents of Pitkin County and the State of Colorado, and from public lands and trails on and surrounding Aspen, a popular recreational destination. The terms of the Easement do not permit future development on the Property that would interfere with the essential scenic quality of the land.

- Governmental Policies. Conservation of the Property is promoted by the following local and state governmental policies. The laws and regulations of the State of Colorado and the United States also support conservation of the Property relative to its scenic, wildlife habitat, agricultural heritage, educational and natural area values:

    - Local Policies: Conservation of the Property helps to maintain a valuable open space resource. The City of Aspen addresses the need for protecting open space in its Home Rule Charter, which contains the Open Space/Trails Program under Article XIII and through its Environmentally Sensitive Areas regulations which discourages development above the 8,040 elevation level for scenic protection purposes. Similarly, Pitkin County addresses the need for protecting open space in its Home Rule Charter, which contains the Open Space and Trails Program's enabling legislation under Article XIII. Under both Home Rule Charters, criteria for open space acquisitions include: (1) Areas within public scenic viewplains; (2) Incorporating or protecting significant wildlife habitat; (3) Protecting recreational opportunities such as trails; and (4) protecting other public lands from the impacts of development.

    - Statewide Policies: The State of Colorado has recognized the importance of private efforts toward the preservation of natural systems in the State by the enactment of several sections of Colorado Revised Statutes ("**C.R.S.**") (see below).

- Significant Public Benefit. The Property is a unique part of a rural, mountainous area of Pitkin County, where there is a trend toward residential development in the near vicinity. The City of Aspen is immediately adjacent to the Property. There is a strong likelihood that development of the Property would contribute to degradation of the scenic and natural character of the area. Preservation of the Property will continue to provide an opportunity for the general public to appreciate its scenic values and will increase the amount of conserved lands. Further, Grantor has granted to the Grantee the right to construct and maintain non-motorized, recreational trails and associated connections to or re-routing of other trails through the Property for the public benefit.

In accordance with the IRC and Treasury Regulation 1.170A-14(d)(3) regarding the protection of a natural environmental system or habitat, preservation of the Property will provide significant relatively natural habitat in which wildlife, plant communities, or similar ecosystems normally live.

- Relatively Natural Habitat. The native plant communities on the Property are in excellent condition. The Property provides access to Castle Creek for wildlife and riparian habitat along Castle Creek. The Colorado Parks and Wildlife Big Game Species Wildlife Habitat Mapping shows the property to include: Elk Winter Range and Elk Overall Range; Mule Deer Summer Range and Mule Deer Overall Range; and Black Bear Fall Concentration and Overall Range.
- Open Space [§ 1.170A-14(d)(4)]. The Property qualifies as open space because it will be preserved for the scenic enjoyment of the general public and is pursuant to a clearly delin-

eated governmental conservation policy. Conservation of the Property will further yield a significant public benefit.

In accordance with the IRC and Treasury Regulation 1.170A-14(d)(4)(ii) regarding scenic enjoyment, this Deed provides for the preservation of land for the scenic enjoyment of the public. Preservation of the Property is important to maintaining the scenic character of the local rural landscape. The Property is visually accessible to the general public traveling along Colorado State Highway 82, Castle Creek Road and within most of the City of Aspen, as described above.

The open space character, wildlife habitat, and scenic qualities of the Property collectively represent the "Conservation Values" of the Property as such term is used throughout this Deed. These Conservation Values are of great importance to the Grantor, the people of the City, the people of Pitkin County, and the people of the State of Colorado.

A collection of baseline data on the Property and its resources (the "Baseline Documentation") shall be prepared by Grantee as soon as practicable following conveyance of this Conservation Easement to Grantee. The Baseline Documentation shall be the property of and shall be deemed owned by the Grantee with a copy to be provided to the Grantor. The Grantor hereby grants Grantee or Grantee's agent(s) access to the portions of the Property necessary in order to prepare the Baseline Documentation. The data and explanatory text, photographs and maps to be assembled in the Baseline Documentation is agreed by the parties hereto to provide an accurate representation of the Property at the time of this grant, notwithstanding the fact that the Baseline Documentation will be prepared after the effective date of this grant, and the parties acknowledge that the Baseline Documentation will serve as an objective information baseline for monitoring compliance with the terms of this Conservation Easement. Grantee shall bear the expense of the preparation of the Baseline Documentation.

The parties agree that, in the event a controversy arises with respect to the nature and extent of the biological or physical condition of the Property, the parties shall not be foreclosed from utilizing all other relevant or material documents, surveys, reports, and other information to assist in the resolution of the controversy.

The conservation purposes of this Deed are recognized by, and the grant of this Deed will serve, at least and without limitation, the following clearly delineated governmental conservation policies:

- Colorado Revised Statutes §§38-30.5-101, 102, *et seq.,* providing for the establishment of conservation easements to maintain land "in a natural, scenic or open condition, or for wildlife habitat, or for agricultural * * * or other use or condition consistent with the protection of open land having wholesome environmental quality or life-sustaining ecological diversity, * * *."

- The Colorado Wildlife and Parks and Outdoor Recreation statutes, Colorado Revised Statutes §33-1-101, *et seq.*, which provide that "it is the policy of the state of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit and enjoyment of the people of this state and its visitors."

- The City of Aspen Home Rule Charter, Article XIII, Open Space/Trails.

- The Pitkin County Land Use Code which states that the preservation of wildlife habitat and open space conforms with Policies 2-120 (Scenic Quality), 2-160 (Wildlife Management), 2-280 (Compatibility with Public Lands), and 2-290 (Access to Public Lands).

- Colorado Revised Statutes §38-30.5-102, provides for the establishment of conservation easements to maintain land "in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural * * * or other use or condition consistent with the protection of open land, environmental quality or life-sustaining ecological diversity."

- The Colorado Wildlife and Parks and Outdoor Recreation statutes, Colorado Revised Statutes §33-1-101 and §33-10-101, which provide, respectively, that "it is the policy of the state of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors" and that "it is the policy of the state of Colorado that the natural, scenic, scientific, and outdoor recreation areas of this state are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and visitors of this state."

- The Colorado Department of Transportation statutes, Colorado Revised Statutes §43-1-401, *et seq*., provide that the "preservation and enhancement of the natural and scenic beauty of this state" is a substantial state interest.

- The Western Governors' Association Policy Resolution 08-21 supports "voluntary incentive-based methods for preserving open space, maintaining land and water for agricultural and timber production, wildlife and other values."

The Grantee is a "qualified conservation organization" as defined by the IRC, and accepts the responsibility of enforcing the terms of this Deed and upholding its conservation purposes forever.

Grantor intends that the property interest conveyed by this Deed to Grantee be for the exclusive purpose of assuring that, under Grantee's perpetual stewardship, the Conservation Values of the Property will be conserved and maintained forever, and that uses of the land that are inconsistent with these Conservation Values or that would substantially diminish or impair the Conservation Values will be prevented or corrected. The parties agree, however, that non-motorized trail uses and improvements on the Property are consistent with the conservation purposes of this Deed.

NOW, THEREFORE, for and in consideration of the facts recited above and of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, Grantor hereby grants and conveys to Grantees, and their assigns, a perpetual conservation easement in gross, pursuant to Section 38-30.5-101, *et seq.,* Colorado Revised Statutes, over, across and upon the Property, subject to the terms and conditions hereinafter set forth (the "Conservation Easement"). Grantees hereby acknowledge, accept without reservation and agree to be bound by the terms and conditions of this Conservation Easement.

1. Purpose. It is the essential purpose of this Conservation Easement to preserve and protect, in perpetuity, the natural, ecological, wildlife habitat, open space, and scenic values (the Conservation Values) of the Property. To achieve this Purpose, Grantor intends to convey this Deed of Conservation Easement to Grantee to ensure that the Conservation Values of Property will be preserved and protected forever. Subject to the purpose of this Easement, Grantor and Grantee intend to permit only uses of the Property which do not substantially diminish or impair the Property's Conservation Values and to prevent any use of the Property that will substantially impair or interfere with protecting the Property's Conservation Values. It is the intent of the Grantor to preserve the Property in its scenic, natural, historic and open space condition to preserve the open space character, wildlife habitat, and scenic qualities of the Property. Notwithstanding the foregoing, nothing herein shall prohibit Grantee from safely and sensitively developing non-motorized, recreational trails on, over or through the Property.

2. Rights of Grantee. To accomplish the purpose of this Deed the following rights are conveyed to Grantee by this Deed:

A. To preserve and protect the Conservation Values of the Property;

B. To enter upon the Property at reasonable times in order to monitor Grantor's compliance with the terms of this Deed; provided that such entry shall be upon prior reasonable notice to Grantor, which shall typically be no less than forty-eight (48) hours' advance notice, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

C. Subject to compliance with any applicable land use entitlement or review process, constructing, developing, maintaining, repairing and replacing non-motorized, recreational trails on, over or through the Property; and

D. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Deed and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. Permitted and Prohibited Uses. Grantor shall not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants herein. Grantor hereby authorizes Grantee and it shall be Grantees' obligation to enforce these covenants and restrictions in the manner described below. However, nothing in this Deed shall require Grantor to take any action to restore the condition of the Property after any fire, change in climate, act of God or other event over which Grantor had no control.

A. Structures. The construction of any building or other structures, other than as specifically permitted under the terms of this Conservation Easement, is prohibited.

B. Fences. Grantor may, but shall not be obligated to replace, repair or improve any existing fences on the Property and erect new fencing provided such new or replaced fencing is consistent with then-current Colorado Division of Wildlife ("CDOW") guidelines for fencing located within a wildlife migration area and any applicable county regulations, so as to permit the movement of wildlife across the Property. Any disturbance to the Property that re-

sults from such fence maintenance or construction shall be reseeded and restored to as close to its prior condition as possible.

C. Subdivision. All partition, division, subdivision or *de facto* subdivision of title to the Property, whether by physical or legal process, is prohibited. The Property shall be conveyed only in its entirety.

D. Development Rights. Grantor hereby grants to Grantee all development rights except as specifically reserved herein, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred off of the Property to any other property, adjacent or otherwise.

E. Conservation Practices. Grantor recognizes the importance of good resource management and stewardship to maintain the Conservation Values for present and future generations. Grantor shall comply with and have responsibility for compliance of the Property with the Colorado Noxious Weed Act and any other governmental noxious weed control regulations.

F. Timber Harvesting. Trees may be cut to control insects and disease, to prevent personal injury and property damage, for firewood and for other domestic uses, including construction of fences on the Property, and as minimally necessary for purposes of construction, maintenance, repair and replacement of recreational trails.

G. Mining. The commercial mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this Deed or later acquired by Grantor, using any surface mining method is prohibited. Grantor makes no warranties or representations concerning the existing mining waste materials on the Property and shall have no obligation to remove or remediate such mining waste.

H. Paving, Road & Trail Construction. No portion of the Property shall be paved or otherwise be covered with concrete, asphalt, or any other paving material. No additional road shall be constructed for access within the Property, for access to other adjacent properties, or for other purposes, except for any unpaved road or trail on or permitted to hereafter be constructed on the Property. After reasonable notice to Grantee, any such road or trail permitted by this paragraph shall be constructed in a manner that does not substantially diminish or impair the Conservation Values of the Property.

I. Trash. The dumping or accumulation of any kind of trash or refuse on the Property, other than farm-related trash and refuse produced on the Property, is strictly prohibited. Grantee shall be responsible for removal of any trash, refuse, liter or other waste left on the Property by members of the public.

J. Recreational Uses and Improvements. Other than non-motorized recreational trails, no recreational building, structure or improvement shall be built on the Property, including but not limited to, restrooms, washing facilities, trash enclosures, athletic fields, golf courses or ranges, race tracks, airstrips, helicopter pads, or shooting ranges. Use of the Property for more than "de minimis" commercial recreation activity is prohibited. The term "de minimis" shall have the meaning as set forth in § 2031(c)(8)(B), IRC, and the Treasury Regulations adopt-

ed pursuant thereto. Non-motorized recreational uses are permitted only if they are (i) not commercial; (ii) on trails approved by the Grantee for non-motorized use; and (iii) conducted in a manner that would not substantially diminish the Conservation Values.

K. Motorized Vehicles. Motorized vehicles may only be used for construction and maintenance of non-motorized hiking and biking trails and shall be used in a manner that does not substantially diminish or impair the Conservation Values of the Property. There shall be no off-road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, E-Bikes or electric bicycles, or other motorized vehicles. Recreational use of motorized vehicles is prohibited.

L. Camping/Commercial Uses/Hunting. No camping shall be allowed on the Property. No industrial or commercial uses shall be allowed on the Property. No hunting is allowed on the Property.

M. Signage or Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property, except for any trail signs if a trail is constructed on the Property, "no trespassing" signs, and signs informing the public of the status of ownership. No signs shall materially adversely affect the Conservation Values of the Property.

4. Rights Retained by Grantor. As owners of the Property, Grantor retains the right to perform any act not specifically prohibited or limited by this Deed. These ownership rights include, but are not limited to, the right to sell or otherwise transfer the Property to anyone Grantor shall choose.

5. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantors to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Deed. Whenever notice is required, Grantors shall notify Grantee in writing not less than thirty (30) days prior to the date Grantors intend to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Deed.

6. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Deed. Failure of Grantee to respond within the required thirty (30) days shall be deemed approval by Grantee.

7. Responsibilities of Grantor and Grantee Not Affected. The parties agree to the following responsibilities:

A. Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments before delinquency levied against the Property by competent authority (collectively "taxes"). If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

B. Upkeep and Maintenance. Grantee, not Grantor, shall be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law, including but not limited to the control of noxious weeds. Grantor shall have no obligation for the upkeep or maintenance of the Property. Moreover, it shall be the Grantee's obligation to prevent trespass, "squatters" and public camping on the Property. Grantor shall enforce the covenants and restrictions contained in Section three (3) above. Grantee shall be responsible for compliance with any hazard mitigation associated with installation of non-motorized, recreational trails on the Property.

C. Liability Insurance and Indemnification. Grantee shall obtain and pay for a general liability insurance policy for the Property and include Grantor as an additional insured on such insurance policy. Such general liability insurance policy shall have limits of at least one-million dollars per occurrence and two million dollars aggregate. Grantee shall not be entitled to "self-insure" for this obligation. Grantee shall provide certificates of such insurance to Grantor upon reasonable request on an annual basis. To the extent any liability associated with the Property is not covered and paid for by such liability insurance, Grantee shall hold Grantor and its members, managers, officers, employees, attorneys, agents and affiliates (collectively, the "Indemnified Grantor Parties" and each an "Indemnified Grantor Party") harmless from and against the aggregate of all losses, obligations, liabilities, assessments, judgments, damages, deficiencies, demands, claims, costs, penalties, fees and expenses of every kind and nature whatsoever (including, without limitation, reasonable counsel and paralegal fees and expenses) incurred or suffered by any Grantor Indemnified Party directly arising out of, relating to, or resulting from all obligations and liabilities incurred by Grantor with respect to its ownership of the Property, except for general real property taxes, after the Effective Date which are asserted against Indemnified Grantor Parties (or any of them) and will fully indemnify them for any payments, loss or other damages suffered, including reasonable costs and expenses in defending the same, inclusive of reasonable attorneys' fees, court costs and costs of appeal in connection with such liabilities and obligations of Grantor. The Grantee acknowledges that, since it is the Grantee's obligation to maintain the Property and any and all improvements, such as trail improvements, which may be constructed and maintained on the Property, the Grantee is the party that would be responsible for any claim or damage that occurs on the Property and, as such, this agreement to indemnify and hold harmless is not an agreement by the Grantee to "become responsible for" a debt of a third party in violation of Article XI, Section 1 of the Colorado Constitution.

8. Enforcement. Grantee shall have the right to prevent and correct or require correction of violations of the terms of this Deed. With reasonable advance notice to Grantor (except in the case of any ongoing or imminent violation, in which case such notice is not required), Grantee may enter the Property for the purpose of inspecting for violations. If Grantee finds what it believes is a violation, Grantee may, at its discretion, take appropriate legal action. Upon discovery of any such violation, the Grantee shall immediately notify Grantor in writing of the alleged violation. The Grantee shall give Grantor sixty (60) days to correct the alleged violation before filing any legal action. When an ongoing or imminent violation is causing material damage to or could irreversibly diminish or impair the Conservation Values of the Property, Grantee may, at its discretion, take appropriate legal action. If the parties cannot resolve the violation themselves, the parties may mutually agree to an alternative method of dispute resolution, such as meditation. If a court with jurisdiction determines that a violation may exist or has occurred, Grantee may obtain an injunction, temporarily or permanently, in addition to such other relief as

the court deems appropriate. A court may also issue an injunction requiring Grantor to restore the Property to its condition prior to the violation. In any case where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including but not limited to reasonable attorneys' fees.

Any failure by Grantee to discover a violation or forbearance by the Grantee to exercise their rights under this Deed in the event of any breach of any term of this Deed by Grantor shall not be deemed or construed to be a waiver by Grantee of such term of any subsequent breach of the same or any other term of this Deed or of any of Grantee's rights under this Deed. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy, or be construed as a waiver. The Grantor hereby waives any defense available to the Grantor pursuant to Colorado Revised Statutes §38-41-119, or the defense of laches, estoppel, or prescription.

9. Access. No right of access to the general public to any portion of the Property is conveyed by this Deed nor shall such a right ever be construed to have been conveyed by this Deed, except in the event that Grantee may hereafter install a non-motorized, recreational trail for access across the Property.

10. Transfer of Easement; Requirement for Assignment or Enforcement.

A. Transfer by Grantee. With the prior written consent of Grantor (which consent shall not be unreasonably withheld, delayed or conditioned) Grantee shall have the right to transfer the easement created by this Deed and to assign its rights thereunder to any private nonprofit organization that, at the time of transfer, is a qualified organization under § 170(h), IRC, and under Colorado Revised Statutes §38-30.5-101, *et seq.,* (a "Qualified Organization"), expressly agrees to assume the responsibility imposed on Grantee by this Deed and agrees that the conservation purposes of this Deed will continue to be carried out. Notwithstanding anything in this paragraph to the contrary, this Deed shall not be transferred by Grantee to any governmental entity or public agency without the consent of the Grantor, which consent shall be in Grantor's sole discretion. If Grantee desires to transfer this Deed to a Qualified Organization, but Grantor refuses to approve the transfer, a court with jurisdiction shall transfer this Deed to another Qualified Organization that is not a governmental organization and that agrees to assume the responsibility of enforcing this Deed, provided that Grantor receives notice of and an opportunity to participate in the court proceeding.

B. Transfer by Judicial Process. If the Grantee ever ceases to exist or is no longer a Qualified Organization, then the Deed shall be assigned to another Qualified Organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Deed. If the Grantee is no longer monitoring and enforcing the terms of this Deed to preserve and protect the Conservation Values of the Property, then the Grantor may apply to a court with jurisdiction for such court to transfer this Deed to another Qualified Organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Deed, provided that Grantee and Grantor receive notice of and an opportunity to participate in the court proceeding.

11. Transfer of the Property. Grantor shall notify Grantee in writing at least one week prior to the transfer of the Property, and the document of conveyance shall expressly refer to this

Deed. Grantee shall have the right to record a document in the real property records in Pitkin County to put such third parties on notice of the requirements of this paragraph. Failure to provide notice pursuant to this paragraph or such recorded document shall not invalidate any transfer of the Property.

12. Amendment of Deed. This Deed may be amended only with the express prior written consent of Grantee and Grantor by an instrument duly executed by Grantor and Grantee recorded in the real property records of Pitkin County, Colorado. Any such amendment shall be consistent with the purposes of this Deed and shall comply with § 170(h), IRC, or any regulations promulgated thereunder. Any such amendment shall also be consistent with Colorado Revised Statutes §38-30.5-101, *et seq*., or any regulations promulgated thereunder, and shall not affect the perpetual duration of this Deed.

13. Condemnation or Other Extinguishment. If the Property is taken, in whole or in part, by exercise of the power of eminent domain, or if circumstances arise in the future that render the purpose of this Deed impossible to accomplish, this Deed can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other party in writing when it first learns of such circumstances. Grantor and Grantee stipulate that as of the date of this Deed, they are each vested with a real property interest in the Property. The Parties further stipulate that the Grantees' interest in the Easement has a value of one-half of one percent (0.5%) of the fair market value of the Property, and such percentage interest shall remain constant in relation to any future fair market value of the Property. Such percentage interest shall be used only for determining the Grantees' proportion of proceeds from any payment of damages or action resulting from circumstances described in this paragraph when the Deed is extinguished; and shall have no effect in any sale or transfer that does not extinguish this Deed. The Parties agree that the value of any improvements to the Property made by Grantor after the date of this Easement is reserved to Grantor.

14. Interpretation. This Deed shall be interpreted under the laws of the State of Colorado, resolving any ambiguities and questions of the validity of specific provisions so as to preserve the Conservation Values and give maximum effect to its conservation purposes.

15. Perpetual Duration. The easement created by this Deed shall be a servitude running with the land in perpetuity. Every provision of this Deed that applies to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. A party's rights and obligations under this Deed terminate upon a permitted transfer of the party's interest in this Deed or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

16. Notices. Any notices required by this Deed shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, to Grantor, Grantee respectively at the following addresses, unless a party has been notified by the other of a change of address. Electronic delivery of notices shall also be deemed sufficient and considered delivered upon receipt of confirmation of delivery on the part of the sender:

To Grantor:

R.D. Olson Investments II, LLC
520 Newport Center Drive, Ste. 600,
Newport Beach, CA 92660

To Grantee:

City of Aspen
City Manager
130 South Galena St.
Aspen, CO 81611

With Copies to:
Aspen City Attorney's Office
130 South Galena St.
Aspen, CO 81611

Pitkin County
County Manager
530 East Main St.
Aspen, CO 81611

With copies to:
County Attorney's Office
530 East Main St.
Aspen, CO 81611

17. Grantor's Title Warranty. Grantor warrants that Grantor has good and sufficient title to the Property and hereby promises to defend the same against all claims from persons claiming by, through or under Grantor.

18. Grantor's Environmental Warranty and Indemnity. Grantor warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property and hereby promises to hold harmless, defend, and indemnify Grantee along with their respective members, directors, officers, employees, agents, contractors, successors, and assigns against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected with any present or future presence or release of hazardous or toxic substances on, under, or about the Property. For the purposes hereof, "Hazardous Substances" does not mean any typical agricultural chemicals such as herbicides and pesticides utilized on properties of this type in Pitkin County, provided that all such chemicals are used in accordance with applicable laws and manufacturer's specifications. Without limiting the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in Grantee, nor shall Grantee have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

19. Subsequent Liens on the Property. No provisions of this Deed should be construed as impairing the ability of Grantor to use the Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing shall be subordinate to this Deed.

20. No Merger. No merger shall be deemed to have occurred hereunder or under any document executed in the future affecting this Deed, unless the parties expressly state that they intend a merger of estates or interests to occur.

21. Recording. Grantee shall record this Deed in the official records of Pitkin County, and may re-record it at any time as may be required to preserve Grantee's rights hereunder.

22. Subsequent Transfers. Grantor shall incorporate the terms and conditions of this Deed in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, conveyance of a leasehold interest to a third party. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least one week prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Deed or limit its enforceability in any way; and failure of Grantor to provide notice pursuant to this paragraph shall not invalidate any transfer of the Property.

23. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Deed shall be liberally construed in favor of the grant to affect the purpose of this Deed and the policy and purpose of Colorado Revised Statutes §38-30.5-101, *et seq*. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Deed that would render the provision valid shall be favored over any interpretation that would render it invalid.

24. Severability. If any provision of this Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

25. Entire Agreement. This Deed sets forth the entire agreement of the parties with respect to the easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the easement, all of which are merged herein.

26. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

27. Successors. The covenants, terms, conditions, and restrictions of this Deed shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

28. Termination of Rights and Obligations. A party's rights and obligations under this Deed terminate upon transfer of the party's interest in the easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

29. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

30. Third Party Beneficiaries. This Deed is entered into by and between Grantor and Grantee, and does not benefit or create enforcement rights or responsibilities in any other third parties, including the general public.

31. Acceptance. As attested by the signature of an authorized party affixed hereto, Grantee hereby accepts, without reservation, the rights and responsibilities conveyed by this Deed. Grantee acknowledges receipt and acceptance of this Deed encumbering the Property for which no goods or services were provided.

32. Change of Conditions. A change in the potential economic value of any use that is prohibited by or inconsistent with this Deed, or a change in any current or future uses of neighboring properties, shall not constitute a change in conditions that makes it impossible or impractical for continued use of the Property for conservation purposes and shall not constitute grounds for terminating the Deed.

33. No Land Use Approvals Imputed to Deed. The Grantor shall be solely responsible for compliance with applicable laws in regard to the exercise of rights reserved herein to Grantor; and the Grantee shall be solely responsible for compliance with applicable laws in regard to the exercise of rights reserved herein to Grantee. Nothing contained in this Deed is intended to represent a permit or land use approval by the City or Pitkin County.

TO HAVE AND TO HOLD, this Deed unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

GRANTOR:
R.D. OLSON INVESTMENTS II, LLC, a California limited liability company

By:_____
Robert D. Olson, Managing Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

On _____ before me, _____
(insert name and title of the officer)
personally appeared **Robert D. Olson,** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ATTEST:

GRANTEE:
THE CITY OF ASPEN

_____

By: _____
_____, Mayor

_____
Deputy City Clerk

DATE: _____

APPROVED AS TO FORM:

MANAGER APPROVAL:

_____
James True
City Attorney

_____
Sara Ott
City Manager

RECOMMENDED FOR APPROVAL:

_____
Austin Weis, Director
Parks and Open Space Program

STATE OF COLORADO)
) ss.
COUNTY OF PITKIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Torre, as Mayor of the City of Aspen, Colorado.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

ATTEST:

GRANTEE:

BOARD OF COUNTY COMMISSIONERS
OF PITKIN COUNTY, COLORADO

By: _____

_____

Jeanette Jones
Deputy Clerk and Recorder

_____, Chair
DATE: _____

APPROVED AS TO FORM:

MANAGER APPROVAL:

_____

John Ely
County Attorney

_____

Jon Peacock
County Manager

RECOMMENDED FOR APPROVAL:

_____

Gary Tennenbaum, Director
Pitkin County Open Space and Trails

STATE OF COLORADO)
) ss.
COUNTY OF PITKIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Jeanette Jones, as Deputy County Clerk of Pitkin County, Colorado.

WITNESS my hand and official seal.

My commission expires: _____

_____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF PITKIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as Chair of the Board of County Commissioners of Pitkin County, Colorado.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

List of Exhibits

A Property legal description
B Map of the Property

LOT 19, LYING AND BEING SITUATED IN SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, PITKIN COUNTY, COLORADO, AS SHOWN ON THE BUREAU OF LAND MANAGEMENT PLAT OF THE DEPENDENT RESURVEY AND SURVEY FOR TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COLORADO, APPROVED FEBRUARY 14, 1980 AND RECORDED DECEMBER 8, 1986, IN PITKIN COUNTY RECORDS IN BOOK 524 AT PAGE 552.

COUNTY OF PITKIN,
STATE OF COLORADO.

LOT 21, LYING AND BEING SITUATED IN SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, PITKIN COUNTY, COLORADO, AS SHOWN ON THE BUREAU OF LAND MANAGEMENT PLAT OF THE DEPENDENT RESURVEY AND SURVEY FOR TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COLORADO, APPROVED FEBRUARY 14, 1980, AND RECORDED DECEMBER 8, 1986 IN PITKIN COUNTY RECORDS IN BOOK 524 AT PAGE 552.

COUNTY OF PITKIN,
STATE OF COLORADO.

LOT 34, LYING AND BEING SITUATED IN SECTION 13, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, PITKIN COUNTY, COLORADO, AS SHOWN ON THE BUREAU OF LAND MANAGEMENT PLAT OF THE DEPENDENT RESURVEY AND SURVEY FOR TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COLORADO, APPROVED FEBRUARY 14, 180, AND RECORDED DECEMBER 8, 1986, IN PITKIN COUNTY RECORDS IN BOOK 524 AT PAGE 552.

COUNTY OF PITKIN,
STATE OF COLORADO

EXTRA LODE MINING CLAIM, U.S.M.S. NO. 4712,
EMBRACING A PORTION OF TOWNSHIP 10 SOUTH, RANGE 85 WEST, OF THE SIXTH PRINCIPAL MERIDIAN LOCATED IN THE ROARING FORK MINING DISTRICT.

COUNTY OF PITKIN,
STATE OF COLORADO.

ALL THAT PORTION OF THE COPPEROPOLIS LODE MINING CLAIM, U.S.M.S. NO. 1759 WHICH LIES WEST OF THE WEST SIDE LINE OF THE PRIDE OF ASPEN LODE MINING CLAIM, U.S.M.S. NO. 7364, BETWEEN CORNERS NO. 3 AND 4 OF THE PRIDE OF ASPEN LODE. LOCATED IN THE ROARING FORK MINING DISTRICT,

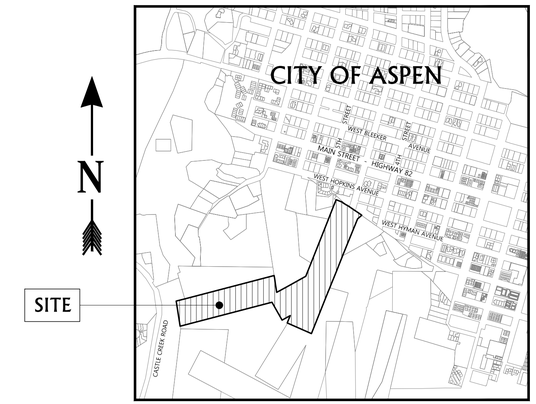
COUNTY OF PITKIN,
STATE OF COLORADO.

PRIDE OF ASPEN LODE MINING CLAIM U.S.M.S. NO. 7364, LOCATED IN THE ROARING FORK MINING DISTRICT.

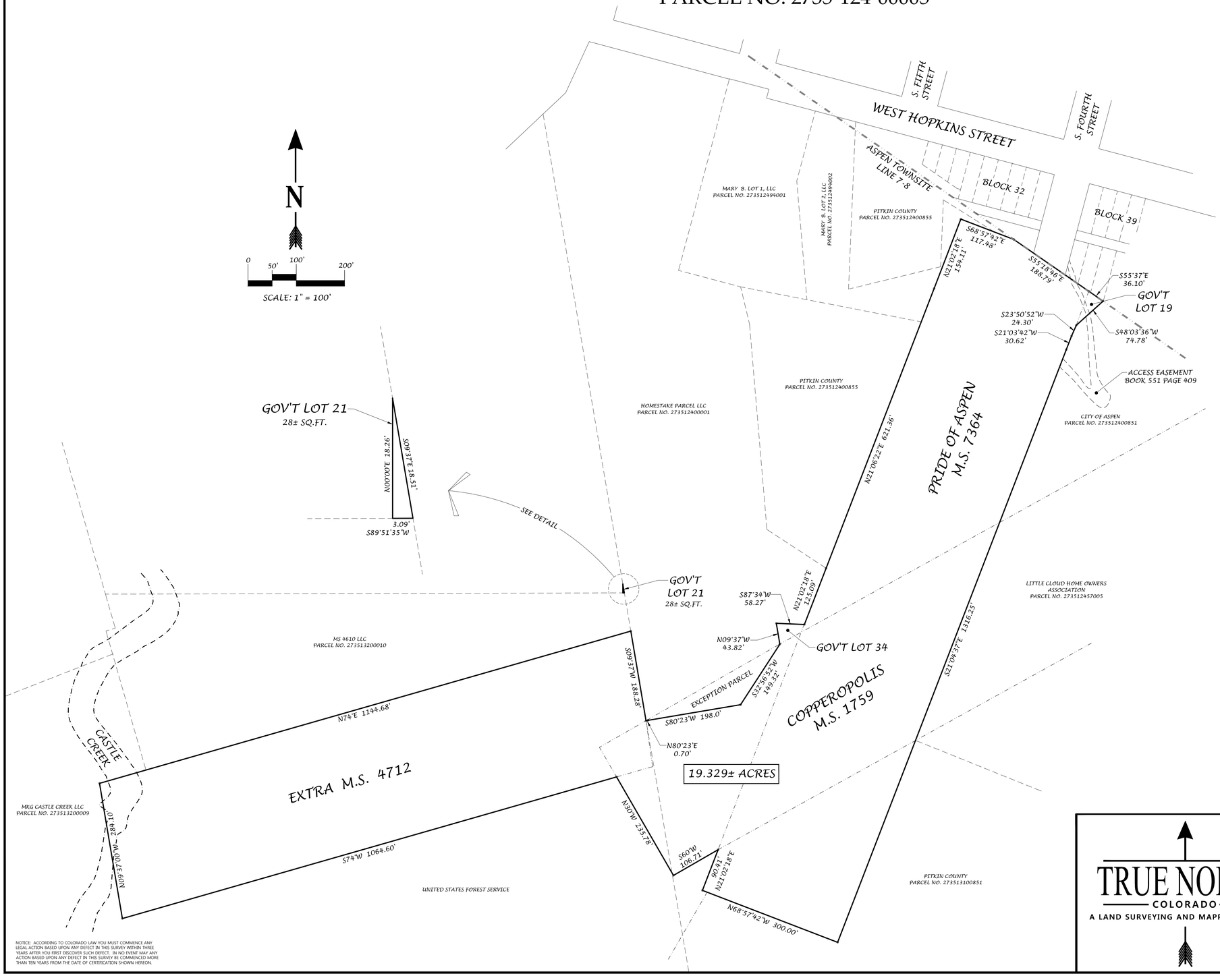
COUNTY OF PITKIN,
STATE OF COLORADO.

CONSERVATION EASEMENT EXHIBIT

A PARCEL OF LAND OF LAND SITUATED IN THE S1/2 OF SECTION 12 & THE N1/2 OF SECTION 13
TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PM
COUNTY OF PITKIN, STATE OF COLORADO
PARCEL NO. 2735-124-00005



VICINITY MAP
SCALE: 1" = 800'



PROPERTY DESCRIPTION:

TITLE COMPANY OF THE ROCKIES COMMITMENT NO. 0704764-C DATED: NOVEMBER 6, 2015

GOVERNMENT LOTS 19 AND 21, SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH P.M.; GOVERNMENT LOT 34, SECTION 13, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH P.M.;

THE EXTRA LODE MINING CLAIM (U.S. MINERAL SURVEY NO. 4712), AS PATENTED AND DESCRIBED IN UNITED STATES PATENT RECORDED MAY 20, 1949 IN BOOK 175 AT PAGE 198;

THE PRIDE OF ASPEN LODE MINING CLAIM (U.S. MINERAL SURVEY NO. 7364) AS PATENTED AND DESCRIBED IN UNITED STATES PATENT RECORDED MAY 20, 1949 IN BOOK 175 AT PAGE 163; AND

THAT PORTION OF THE COPPEROPOLIS LODE MINING CLAIM (U.S. MINERAL SURVEY NO. 1759) AS PATENTED AND DESCRIBED IN UNITED STATES PATENT RECORDED MAY 20, 1949 IN BOOK 175 AT PAGE 182, WHICH LIES WESTERLY OF THE WESTERLY SIDE LINE OF THE PRIDE OF ASPEN LODE MINING CLAIM, (U.S. MINERAL SURVEY NO. 7364).

EXCEPT THAT PORTION OF THE COPPEROPOLIS LODE MINING CLAIM DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER 3 OF M.S. 4211 HOMESTAKE LODE;
THENCE N80°23'E 0.70 FEET ALONG LINE 3-4 OF M.S. 4211 TO THE INTERSECTION WITH LINE 2-3 OF THE COPPEROPOLIS LODE BEING THE TRUE POINT OF BEGINNING
THENCE N60°11'20"E 318.59 FEET ALONG LINE 2-3 OF THE COPPEROPOLIS LODE TO THE INTERSECTION OF LINE 4-1 OF THE HOMESTAKE LODE;
THENCE S32°56'52W 149.32 FEET;
THENCE S80°23'W 198.00 FEET TO THE TRUE POINT OF BEGINNING.

COUNTY OF PITKIN
STATE OF COLORADO

SURVEYOR'S STATEMENT

I, RODNEY P. KISER, DO HEREBY STATE THAT THIS CONSERVATION EASEMENT EXHIBIT WAS PREPARED BY TRUE NORTH COLORADO, LLC, FOR R.D OLSON INVESTMENT II, THAT THIS CONSERVATION EASEMENT EXHIBIT WAS PREPARED BY ME AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND KNOWLEDGE.

RODNEY P. KISER
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38215

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 CERTIFICATION SHOWN HEREON.

TRUE NORTH
COLORADO
A LAND SURVEYING AND MAPPING COMPANY

R.D. OLSON INVESTMENT II
CONSERVATION EASEMENT EXHIBIT
SOUTH FOURTH STREET - ASPEN
COUNTY OF PITKIN - STATE OF COLORADO

FOR PRELIMINARY REVIEW

TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 386 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2021-100	DRAWN: RPK	SHEET 1 OF 1
DATE: April 27, 2021	SURVEYED: n/a	

EXHIBIT 10

Arthur I. Mears, P.E., Inc.
Natural Hazards Consultants
555 County Road 16
Gunnison, CO 81230
Tel/Fax: (970) 641-3236

May 11, 2009

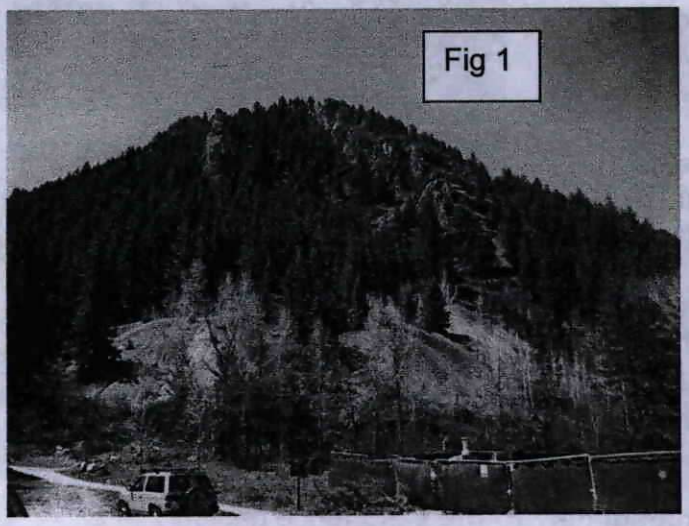
Mr. Lyle Reeder
P.O. Box 4859
Aspen, CO 81612

RE: Pride of Aspen – Avalanche & Rockfall hazard & mitigation feasibility

Dear Mr. Reeder:

As requested by Mr. Francis Fitzmanich, I completed a site inspection, hazard evaluation and mitigation feasibility study of the above-referenced property adjacent to Aspen. The site work was completed on May 7.

Site characteristics



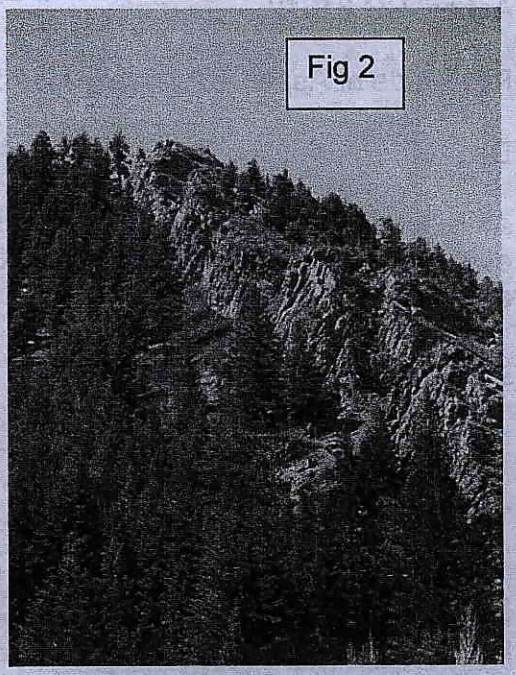
The property I evaluated is located on the northern slopes of Shadow Mountain. It extends from approximately 7,950 feet elevation near the end of 4th Street in Aspen to approximately 8,800 feet near the summit of the mountain. Figure 1 is a view of the property taken from the south end of 4th Street looking south toward the summit of Shadow Mountain. The property extends upward through the visible tailings near the base to the summit. The fairly dense forest consists mostly of Douglas Fir trees less than 18" in diameter. Cliffs in the right center in the photograph produce rockfall. This is discussed below in more detail below. The steep slopes in the forest can and have also produced small snow avalanches.

The area considered for residential development is located near the base of the slope, probably below what is now the tailings area. Final location will be determined subsequently. The conclusions of this report would apply to sites we investigated, all of which lie below 8,040 feet elevation.

Rockfall

The rockfall source outcrop is the shattered and broken bedrock in the exposed cliffs (Fig 2). Mechanical weathering dislodges rocks up to 2 feet in diameter that fall from the steep exposures. They roll down the steep slopes through the forest usually breaking into pieces less than 1 foot long. Most of the rocks found on the slopes were 1 foot in diameter or smaller. Many of the rocks were stopped by trees or came to rest on the steep slopes. Larger rocks cab roll to the lower part of the slope.

Some of the rockfall was certainly dislodged by old construction activity, however the widespread source areas of shattered bedrock (see Fig 2, for example) indicate this is an active rockfall source and will continue to be active in the future.



The building site is located on the lower portion of the lot, below the forest that provides some protection. Although a quantitative analysis of rockfall energy and bounce height of the "design" 2-foot rock has not been completed as part of this feasibility study my experience with rockfall analysis in this area indicates the following:

1. Rockfall on the upper steep slopes in the forest is relatively frequent, probably occurring every 3 to 10 years;
2. Rockfall reaching the lower slopes where development might occur is much less common, probably occurring every 30 to 100 years, on the average;
3. **Rockfall energy and bounce height on the lower (developable) slopes could be mitigated easily with a rockfall energy-dissipating fence similar in form to that used above portions of the Little Cloud Subdivision immediately to the east**; fence design parameters must be determined on a site-specific basis once a fence location is determined.

Snow avalanches

Small avalanches (both loose-snow and small slab types) may begin within the forest and in open areas adjacent to the forest. The forest will reduce the volume, speed and energy of the design, 100-year avalanche. During

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exceptional conditions expected no more often on the average than every 30 to 100 years, avalanches may reach to the tailings area.

Although a quantitative analysis of avalanche dynamics has not been completed, my experience with avalanche evaluation in this area suggests that the lower portion of the property (that could be considered for development) **lies in a "blue[1]" or moderate-hazard area. In accordance with development standards in Pitkin County, building with mitigation is permitted in avalanche blue zones. It does not lie in a "red" or high-hazard area. Furthermore, the small avalanches could be stopped by the rockfall fence.**

Limitations

This study is site and time specific. It has considered existing forest and slope conditions that exist today (May, 2009). If the forest were ever destroyed (by fire or other natural or man-made processes) avalanche and/or rockfall hazards might increase.

You as my client should know that while our company can and does attempt to uphold high professional standards, the state of scientific and engineering knowledge is incomplete, and does not always permit certainty. The complex phenomena involved in rockfall and avalanches cannot be perfectly evaluated and predicted, and methods used to predict their behavior change as new research becomes available. While we can and will offer our best professional judgment, we cannot and do not offer any warranty or guarantee of results.

Sincerely,

Arthur I. Mears, P.E.
Avalanche-control engineer

[1] A "blue" zone is affected by avalanches with return periods of 30 to 100 years and produce impact pressures of less than 600 lbs/ft². Building may be permitted in Pitkin County avalanche blue zones if structural mitigation is used for protection.

BRUCE A. COLLINS, PH.D.
GEOLOGICAL AND NATURAL RESOURCE CONSULTANTS
P.O. BOX 23 • 1116 MINEOTA DRIVE
SILT, COLORADO 81652
PHONE/FAX (970) 876-5400
bacol@rof.net

ENVIRONMENTAL,
EXPLORATION,
AND MINING
GEOLOGY

September 25, 2009

Francis Krizmanich
Krizmanich Land Use Planning
79 Light Hill Rd
Snowmass, CO 81654-9217

RE: TRACT B, PART OF PRIDE OF ASPEN LODE CLAIM
(U.S. MINERAL SURVEY 7364), PITKIN COUNTY

Dear Mr. Krizmanich:

I have completed my geologic investigation, as required by H.B. 1041 and Pitkin County Land Use Code § 7-20-20 and §§ 7-20-50(a) through (l), of the above-referenced property in the north end of the Pride of Aspen lode claim at the base of Shadow Mountain. Tract B is at the south end of South Fourth Street, Aspen, immediately south of the city limits, in Government Lots 19 and 34, sec. 12, Township 10 South, Range 85 West, 6th Principal Meridian. The center of the 1.63-acre "Development Tract" is 0.6 miles west and a little north of the Pitkin County Courthouse.[1]

As of the date of this report the actual building envelope has not been defined and a detailed site plan is not available. The general area consists of nearly level ground between the northeast boundary and the dumps at the portals of the lower and upper tunnels of the Pride of Aspen Mine, driven south-southwesterly into the lowermost slopes of Shadow Mountain and approximately 80 vertical feet apart. Portions or all of one or both dumps may be excavated to provide an adequate building area. Elevations in the probable building area range from approximately 7,940 to 8,040 ft, for total relief of approximately 100 ft (relief on Tract B in its entirety is somewhat more). Vegetation consists of a typical aspen-confer assemblage altered by over 125 years of mining, railroad construction and abandonment, and related municipal activities.

Geologic Setting. The area is not included in any of Pitkin County's categories of Potential Geologic Hazards (1974[2]), although it immediately adjoins a large area of category Pa, potentially unstable slopes. Although no slope map has been provided, physical evidence suggests slopes on the building area range from nearly flat between the former right-of-way of the Colorado Midland Railroad and the base of the lower tunnel dump to the angle of repose of mine refuse on the

[1] As identified on "Subdivision Plat of the Hans R. Gramiger Tracts," Grand Valley Surveying LLC, Job No. Gram-Three, dated July 28, 2008. All distances are straight-line and measured from the approximate center of the "Development Tract" unless otherwise noted.

[2] Colorado State University, 1974, Potential geologic hazards, Pitkin County, Colorado, Lower Roaring Fork Valley: CSU Environmental Resources Analysis, map scale 1:31,680 (referenced hereinafter as "PitCo maps"). In the Aspen area based largely on Bryant, 1972 (cited in paragraph referring to § 7-20-050(e) below).

dump outslopes of between 35° and 40°. Based on the USGS 7.5' Aspen Quadrangle topographic map, natural slopes above the dumps average about 18.8° (32%).

The building area is mapped geologically at a scale of 1:24000 by Bryant (1971[3]) as mostly Quaternary talus, his map unit Qt, derived from sedimentary rocks of Paleozoic age further up the slopes of Shadow Mountain, with a narrow band of valley-floor glacial outwash gravel, Qgb, along the northern boundary. Talus is described as:

> Angular rock fragments ranging from ½ inch to several feet in diameter; locally well sorted. Grades to colluvium with increase in sand and silt content.

Moderately- to heavily-vegetated talus deposits such as found on and upslope from Tract B are old, have moderately to well-developed soils, and are generally quite stable. Although not well exposed, talus on Tract B almost certainly consists mostly of limestone and dolomite clasts derived from the Leadville Limestone and the Manitou Dolomite, well exposed above the tract. Lesser amounts of sandstone, siltstone, shale, and quartzite derived from the Chaffee and Peerless Formations and the Sawatch Quartzite are probably present as well. The outwash gravels are crudely bedded, poorly-sorted, and consist almost entirely of Precambrian materials eroded from the glaciated valleys immediately east of Aspen. Bedrock beneath the unconsolidated Quaternary cover and depth to it are unknown but it is probably either upper Leadville Limestone (map unit Ml) of Mississippian age or the overlying Pennsylvanian Belden Formation ([Pb). The upper Leadville, which is exposed in pinnacles and ridges on the upper part of the Pride of Aspen Claim (Tract C), is thick-bedded to massive blue-gray limestone, while the lower Belden is dark-gray to black limestone, dolomite, shale, and carbonaceous shale. The upper surface of the Leadville, a weathered unconformity, and the lower carbonate beds of the Belden are commonly brecciated, with voids filled with fine sediments of the Molas Formation, calcite, barite, or in some areas near igneous intrusions and concentrated by faulting, sphalerite, galena, and silver minerals, where the breccias constitute the richest ore deposits of Richmond Hill, Aspen Mountain, and Smuggler Mountain.

The property lies in an area close to several projected faults that are part of the extensive and complicated Aspen Mountain – Richmond Hill fault zone mostly east and southeast as well as the Castle Creek fault zone to the northwest through southwest. None of these faults are projected immediately beneath Tract B (Bryant, 1971). The faulting is mostly if not entirely of Laramide age.[4] There has been no known movement along these faults in millions of years, although there has been both reactivated and new faulting accompanying minor igneous activity and solution

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[3] Bryant, B., 1971, Geologic map of the Aspen quadrangle, Pitkin County, Colorado: U.S. Geological Survey Geologic Quadrangle Map GQ-933.

[4] The Laramide period of mountain building, which produced the basic structure of today's Rocky Mountains, affected the area between 55 and 65 million years ago. Faults attributed in whole or in part to solution collapse of the Carbondale collapse center to the west are thought to have last moved between 14 and 34 million years ago, and minor reactivation of older faults occurred during the volcanic episodes that resulted in the Basalt Mountain lava flows (8.8 to 7.9 mya) and a small flow west of Woody Creek (1.5 mya); the latter originated from the Castle Creek fault zone.

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collapses in the region well into the Pleistocene (Laing and Lampiris, 1980; Streufert, *et al.*, 1998[5]), and earthquakes of up to Mercalli Intensity VI[6] have occurred in the Aspen–Crested Butte–Carbondale area within the last few decades. In most cases epicenters are unknown but thought to be well to the south of the property, in the heart of the West Elk Mountains. Dips measured on exposures of Manitou Dolomite above and west of Tract B range from 55° to 65° to the northeast through northwest (Bryant, 1971), or substantially parallel to the northeasterly surface slope.

§ 7-20-020. Steep and Potentially Unstable Slopes. Slopes on Tract B vary from nearly flat in the buildable area just south of the abandoned Colorado Midland Railroad grade to as much as nearly 40% on the flanks of the Pride of Aspen dumps. Mine refuse should be treated as uncompacted fill. If used in construction or excavated and backfilled for utilities, as fill against foundations, etc., dump materials should be tested for adequate strength for the intended purpose as well as for components potentially caustic or corrosive to metals or concrete, and for radioactive minerals that could introduce radon into confined spaces. If talus materials are disturbed, either on exposed natural slopes or as encountered beneath the dumps, adequate soil testing to assure stability should be carried out prior to disturbance, excavations should be examined for existing or potential slip planes, foundations facing up slope should be designed and constructed as retaining walls, and all excavations and fills for utilities, driveways, landscaping, etc., not graded back to at least 3h:1v mechanically supported as well (final grading to 4h:1v is strongly encouraged, §7-20-20(e)(4)(a)). As is the case with all slope construction, excavated materials should be well compacted, graded, and drained to avoid increasing instability (§70-20-020(c)(1)(c)). Disturbed areas should be revegetated as soon as possible; final landscaping should be limited to native species that do not require supplemental irrigation. "Water features" on and near steep slopes are discouraged, but if installed must be thoroughly sealed against and routinely inspected for leakage.

§ 7-20-050(a). Avalanche Areas. Avalanche hazards to which Tract B are exposed are addressed in a separate report by Arthur I. Mears, P.E., Inc., dated May 11, 2009, and will not be further addressed here.

§ 7-20-050(b). Landslide Areas. Tract B is not mapped in a potential landslide area (PitCo maps; Olander, *et al.*, 1974). Nevertheless, it would be prudent to treat the base of the talus slope as the toe of an old, stabilized landslide, all soil testing and excavation work performed on the property should be routinely monitored for slip planes or other indication of movement, and if observed adequate precautions taken to assure stability of structures and other improvements.

§ 7-20-050(c). Rockfall Areas. The area is not mapped as a rockfall hazard zone (PitCo maps; Olander, *et al.*, 1974). Rockfall is addressed generally in the Mears report referred to above. The hazard is present in the form of closely-jointed Manitou Dolomite along and mostly west of the

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[5] Laing, D., and Lampiris, N., 1980, Aspen high country - the geology: Thunder River Press, Aspen, 132 p.; Streufert, R.K., Widmann, B.L., and Kirkham, R.M., 1998, Geologic map of the Basalt quadrangle, Eagle, Garfield, and Pitkin Counties, Colorado: Colorado Geological Survey Open File Report OFR 98-1, 18 p.

[6] Roughly equivalent to magnitude 5 on the more-familiar Richter scale. Earthquakes of this magnitude are felt by all, with damage from minor to moderate.

northwestern boundary of Tract C (visible as the sloping ridge from upper center to lower center right in Mears fig. 1 and in fig. 2) and the pinnacle of apparently at least partially brecciated[7] Leadville Limestone above the upper tunnel dump along the southeast boundary (left of center in Mears fig. 1). Bryant (1971) maps a fault, down to the east, between these exposures. Laramide faulting is largely responsible for closely-spaced rectangular fracturing of the Manitou, while collapse brecciation of the Leadville occurred during the uplift and exposure of the region during the period of mountain-building that formed the Ancestral Rocky Mountains. Breccia fragments in the upper Leadville have been recemented and recrystallized to the extent that breakage along original fragment boundaries is uncommon. Rockfall from the Manitou consists mostly of rectangular slabs that come to rest quickly, rarely more than a few feet from the base of the exposure. Slabs that break into smaller, more cubic or rounded fragments, as noted in the Mears report usually less than a foot long, can roll to the bottom of the slope. Because of the close fracturing, large rockfall, that is rocks with maximum dimensions of more than 3 feet, from this exposure are very rare. Rockfalls from the Leadville can be expected to be more erratic in size and shape, and boulders as large as 3 feet or more can reach the bottom of the slope, although the combination of the forest cover and the relatively-short slope distance between the source and the slope bottom suggests that velocity and therefore impact energy would be relatively low. In addition, the limited size of the exposure suggests that such a rockfall would be extremely rare, with a likely frequency of 100 years or more. Risk from limited outcrops of the Leadville and older sedimentary rocks higher on Shadow Mountain above Tract B is mitigated by diminishing slope angle, direction of the slope, and the nature of the exposures themselves.

As Mears also concluded, because of the lack of a detailed site plan and adequate topography, no attempt has been made to perform rockfall simulations to determine potential bounce heights and impact energies. I concur that an energy-dissipating fence is the best approach to rockfall mitigation for this location. Once adequate site planning has been completed a qualified provider of such systems should be consulted to determine proper height, capacity, and location.

§ 3-80-050-(d). Alluvial Fan Hazard. The area is not mapped as an alluvial fan or associated debris flow hazard zone (PitCo maps; Olander, *et al.*, 1974).

§ 7-20-050(e). Talus Slope. Bryant (1971) maps the natural surficial materials on most of Tract B as talus (Qt), but does not map a talus hazard in the area (Bryant, 1972[8]). This is most likely due to the fact that except for immediate areas beneath bedrock exposures the talus is mature, with substantial stabilizing soil development and moderate to heavy vegetation. The area is not mapped as a talus slope hazard zone (PitCo maps; Olander, *et al.*, 1974).

§ 7-20-050(f). Mancos Shale. Mancos Shale is not present on, under, or in the immediate vicinity of Tract B (Bryant, 1971). The area is not mapped as a Mancos Shale hazard area (PitCo maps; Olander, *et al.*, 1974).

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[7] As observed from the slope bottom.

[8] Bryant, B., 1972, Map showing areas of selected potential geologic hazards in the Aspen quadrangle, Pitkin County, Colorado: U.S. Geological Survey Folio of the Aspen Quadrangle, Colorado, Map I-785-A.

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§ 7-20-050(g). Faults. As noted, Tract B is located in a faulted area between components of both the Castle Creek and the Aspen Mountain – Richmond Hill fault zones. Although Bryant (1971) maps faulting on the Tract C portion of the Pride of Aspen claim, none are mapped or projected on Tract B itself. While there has been no known movement on any of these faults in historic time and probably none for thousands or even millions of years, earthquakes of up to Mercalli Intensity VI have occurred in the Aspen–Crested Butte–Carbondale area within the last few decades. Basic USGS shake data for the site at 39.191172° north latitude, 106.828174° west longitude, are as follows:

Period (sec)	Sa (g)
0.2	0.351 S_s, Site Class B
1.0	0.076 S_1, Site Class B

Detailed IBC design criteria are available at http://earthquake.usgs.gov/research/hazmaps/design/.

§ 7-20-050(h). Expansive Soil and Rock. There are no known expansive soils or rock units

§ 7-20-050-(I). Ground Subsidence Hazard. There is a potential for voids in talus deposits resulting from collapse of original voids between boulders, piping, or differential compaction. Detection of such voids can be accomplished by observation during routine soil testing and excavating activities. Available mine maps do not suggest the presences of workings beneath Tract B, and the size of the dumps on the property are in proportion to the scale of workings illustrated on them. However, mine mapping in the Aspen area, particular with regard to smaller mines, is notoriously inaccurate, and soil testing should be sufficient to detect voids that could affect foundation design. As always, excavations for any purpose should be properly backfilled and compacted to prevent subsidence.

General. The materials most likely present in the weathered and vegetated talus, the glacial outwash gravels, and the tunnel dumps are not known to contain radioactive minerals in the area; nevertheless, because radioactive minerals are not unknown in the veins and lodes of the Aspen Mining District, and Precambrian rocks occasionally contain radioactive minerals as well, as noted previously mine refuse used for construction or fill, if any, should be tested, and all inhabited spaces should be designed and constructed to prevent the accumulation of radon as well as other noxious or toxic gases. Water and waste disposal will be provided through connections with City of Aspen utilities. As always, irrespective of other recommendations contained herein, all excavations, roadways, foundations, utility installations, final grading, landscaping, and other improvements should be designed and constructed in such a manner as to convey water, including snowmelt, away from the improvements and properly integrated into both constructed and natural drainage systems as appropriate.

Conclusions. Steep slope and rockfall hazards are present on Tract B, Pride of Aspen Lode Claim (U.S. Mineral Survey 7364). The steep slope hazard is primarily in the form of potential excavations in the long-abandoned mine dumps and can be mitigated through proper foundation design based on the nature of the excavated material, or by removal from the site. Regarding the natural talus slope mostly if not entirely buried by mine refuse on Tract B, old vegetated talus, which by definition requires significant soil development, is generally stable. While it is

recommended that for evaluation and construction design purposes the bottom of this slope should be treated as the toe of an old stable landslide, nothing in this recommendation should be interpreted as suggesting that properly-designed construction might destabilize higher slopes. The rockfall hazard is present in the form of an exposed steeply-sloping ridge along the northwest side of Tract C immediately above Tract B and a rock pinnacle in Tract C above the upper tunnel dump. Because of shattering of the former and the brecciated structure of the latter, rockfall of fragments larger than 2 feet reaching the bottom the slope with a repeat frequency of less than 100 years is unlikely, and such hazard as does exist can be mitigated by proper design and construction of rockfall energy-dissipating fencing. These and other geologic hazards affecting Tract B are not significantly different from those affecting many other sites in Pitkin County previously approved for development, and design and construction techniques suitable for such conditions are well-established. The property is in a geologically sensitive area, but with mitigation the hazards to which the property is exposed can be minimized; nothing in this report, however, should be construed as suggesting that mitigations recommended herein can or will eliminate such hazards in their entirety. If you have any questions or require any further information, please do not hesitate to contact me.

Sincerely yours,

Bruce A. Collins, Ph.D.
Consulting Geologist

cc: Lyle Reeder

IMPORTANT NOTICE: This report concerns natural processes that are unpredictable and in large measure poorly understood. It is intended to identify potential observable hazards within the scope of work to which the subject property is exposed and to suggest mitigating measures in compliance with applicable regulations. Nothing in this report should be construed or interpreted as suggesting the absence of the described hazards, or that the recommended mitigations will protect the subject property from the described hazards under all circumstances, foreseen or unforeseen. Nothing in this report should be construed or interpreted as suggesting that additional unidentified hazards are not present. It must also be understood that "mitigation" does not mean either the elimination of the hazard(s) or prevention of the consequences of a hazard event or events, only the reduction to the extent reasonably possible of the latter. By accepting this report all present and subsequent parties thereto agree to indemnify and hold harmless the preparer for any and all damages, direct, indirect or consequential, including personal injury or loss of life, above and beyond the original cost of this study, caused by or resulting from any occurrence of the described or other hazard(s), whether or not such damages may result from failure to identify said hazard(s) or from failure or inadequacy of properly engineered, constructed, and maintained recommended mitigations. The preparer of this report cannot and will not be responsible in any way or manner whatsoever for the proper engineering, construction, and/or maintenance of recommended mitigations, or the inadequacy or failure of improperly engineered, constructed, and/or maintained recommended mitigations, or mitigations that have been altered in any way whatsoever from those recommended by the preparer. This report may be amended or withdrawn without notice at any time prior to receipt of payment therefor.

AH.D-1

STATE OF COLORADO

COLORADO GEOLOGICAL SURVEY--*serving the people of Colorado*

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COLORADO
DEPARTMENT OF
NATURAL
RESOURCES

March 4, 2011

Ms. Suzanne Wolff
Pitkin County Community Development
130 South Galena Street Aspen, CO 81611
Suzanne.Wolff@co.pitkin.co.us

Re: Pride of Aspen PUD and Activity Envelope Application, PI-11-0006_1

Dear Ms. Wolff:

Thank you for the submittal of the above referenced proposal. The applicant would like to establish a residential home on the Pride of Aspen Lode Mining claim. It is approximately 10 acres. The building envelope will be placed in the northwest section of the site. Due to snow and adverse ground conditions, I was unable to fully evaluate site conditions, soil constraints, and geologic hazards.

As noted in the application, the majority of the site contains steep slopes, rockfall hazards, avalanche hazards, potentially unstable slopes, subsidence hazards from past mining, and uncontrolled fill (tailings). Though the building envelope will be placed in an area where slopes are 30 percent or less, the driveway, and potentially, hazard mitigation structures, would be located in areas where slopes are greater than 30 percent.

1041 hazard maps show that most of the lot is located in an area with potential avalanche and slope stability hazards. An avalanche hazard report, by Art Mears, suggests that the lower end of the property is subject to blue or moderate avalanche hazards and that such hazards would extend to the tailings area. The Mears report was very preliminary in nature, no maps were included, and no quantitative analysis of hazards was completed. In addition, it appears that Mr. Mears did not review site-specific plans.

Mr. Mears has considerable experience in evaluation of avalanche hazards; however, his report contains very little information to justify his conclusions. In addition, because the report contains illegible figures and no maps, it is very difficult to determine the extent and degree of the hazards briefly described in his report. It would be prudent to fully evaluate, document, and map avalanche hazards. Additional discussion and justification of hazard ratings (red vs. blue) should also be submitted.

Rockfall hazards are discussed in the Mears report and a geologic report by Bruce Collins. Since I could not fully evaluate site conditions, I cannot confirm the observations reported by Mr. Collins. His explanation of general geologic conditions, taken from existing geologic mapping, does appear to be correct.

Without further documentation by the applicant and/or the ability to walk the entire site, I can't verify the conclusions about other site hazards like rockfall. Again, both reports were very preliminary in nature, no maps were included, and no evaluation of the site plan was completed.

It would be prudent to fully evaluate, document, and map all hazards. Additional discussion and justification of avalanche hazard ratings (red vs. blue) should be submitted. Preliminary rockfall hazard mitigation plans should be submitted. This will require analysis of hazards to both the proposed home and driveway and require a quantitative analysis. Significant cuts and fills for the driveway, rockfall mitigation, and building pads, should be evaluated for stability.

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Mr. Collins states that available mine maps do not suggest the presence of mining workings on Tract B; however, he does not discuss the risk of subsidence for other tracts; including the proposed site plan. These risks should be clarified. Mr. Collins states that routine soils testing should be sufficient to determine voids from past mining and potential subsidence hazards. This may or may not be true depending on the depth of mine workings. Additional detail on potential subsidence hazards should be done now that a site plan has been submitted.

Both Mr. Mears and Mr. Collins noted that due to lack of a detailed site plan and adequate topography, no attempt was made to perform quantitative hazard assessments. Now that both a site plan and detailed topography are available, it would be prudent to perform such work.

Please contact me if you have any questions or concerns. I can be reached at 303.866.2611 ext. 8315 or by email at karen.berry@state.co.us.

Sincerely,

Karen A. Berry
Geological Engineer, PG, AICP, CPESC-SWQ

HOUGLAND & ASSOCIATES

CONSULTING ON WILDFIRE HAZARD MITIGATION
FIRE PROTECTION AND BUILDING & FIRE CODES

October 18, 2006

Mr. Lyle Reeder
Aspen, CO 81611

Subject: Wildfire Hazard Mitigation for the Gramiger Estate property located in Pitkin County, south of 4th Street near Aspen, Colorado. Property is also identified as Pride of Aspen M.S. 7364

Dear Mr. Reeder,

Thanks for meeting me on Thursday September 28th to provide me with information regarding this property and the proposed building site. I went to the site to measure slopes, take photos and evaluate the wildfire hazard conditions. I will qualify my observations as those of conditions as they now exist.

The area indicated as the probable building site is in the vicinity of the mine dump and is located in the lower portion of the property approximately 100 to 200-feet from the north property line measured horizontally. The area above is more densely covered with various types of vegetation on slopes above 45% that I determine to be a high wildfire hazard area. The area around the probable building site is less densely vegetated and neared to the toe of the slope, however there are a considerable number of conifers, oak and service berry and I determine this to be a Medium Wildfire Hazard Area. The site provides the opportunity to develop and maintain defensible space.

Vegetation Management and Modification Recommended:

1. Around the proposed house and beyond the furthermost projection of combustible construction of this building for a distance of 15-feet the area should be of primarily noncombustible hard scape surfaces. Woody vegetation should not be planted within this area. Firewood or other combustible materials should not be stored within this area. If the owner would like to maintain some trees or small clusters of trees or shrubs in the vicinity of the buildings this may be done if the 15-foot area is extended outward from the furthest growth expected from the mature trees and shrubs. In other words, these trees and shrubs should have defensible space as the buildings do. Crowns of vegetation within these clusters should be at least10-feet from any portion of the buildings. Limbs of trees within these clusters should be pruned to one half the height of the tree or 10-feet whichever is less.

2. Beyond the 15-foot area up to 45-feet or the property lines maintain natural and/or irrigated grass at less than 6-inches and thin existing trees and brush into individual or

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clusters. To the south on the steep slope above buildings no oak, service berry or conifer trees should be retained or planted where the mature vegetation drip line is within 25-feet of any combustible projection of the house. The exception would be aspen or conifer trees that are separated from other trees by 25-feet drip line to drip line. Limbs of trees should be pruned to one half the height of the tree or 10-feet whichever is less. No brush or shrubs which when mature will be tall enough act as ladder fuel should be provided or maintained around the trees. Clusters of bushes or trees should be separated from each other and from those beyond the 35-foot area by a distance of 2 ½ times the height of the mature vegetation. The diameter of a cluster should be limited to 2 ½ times the height of the mature vegetation. As an example: If the expected mature height of the vegetation is 10 feet then the diameter of the cluster should be no greater than 25 feet and the distance between clusters should be greater than 25 feet. Ideally the plant material growing between trees and clusters of bushes or trees is grass maintained at 6-inches or less. Thin and remove lower branches of brush or shrubs within clusters or individual plants to eliminate ladder fuel. Most of the shrubs that will be cut are vigorous sprouting plants and the cut ends should be treated with a product named Garlon® or an equivalent by a by person licensed to apply herbicides. Cut materials should be either removed or chipped and spread.

3. For a distance of 100-feet or to the property line remove all standing dead and deadfall. Cut and collected materials should be removed or chipped and spread.

New Construction, Additions:
Pitkin County has Structural Design and Construction Requirements, the following are paraphrased from the Pitkin County Land Use Code, chapter 7, Section 7-20-60 Wildfire Hazards and may or may not contain exact language but it is intended to be consistent with the intent and purpose of the Pitkin County requirements:

Roofs shall be constructed with a Class-A roof assembly as defined in the 2003 International Building Code (IBC) Section 1505.2. Wood shake/shingle roof coverings are prohibited in all wildfire hazard areas. Roofs with less than a 3:12 pitch are not permitted in wildfire areas unless they comply with the following:

1) All roof coverings shall be Class-A materials approved for installation on a Class-A roof assembly.
2) All roof coverings shall have a surface that shall facilitate the natural process of clearing the roof.
3) All roof designs shall facilitate the natural process of clearing roof debris. Protrusions above the roof line, such as parapets, shall be prohibited.
4) Roofs shall be installed as required by the adopted building code and shall have a minimum slope of 1:48.
5) All roof designs, coverings or equivalent assemblies shall be specifically approved by the Fire Marshal prior to submittal of a building permit application.
6) Vents: Soffit Vents shall be located in the outer 1/3rd of the overhang and screened with corrosive resistant wire mesh, with mesh one-fourth inch (¼") maximum.

Maintenance:

a) Roofs and gutters shall be kept clear of debris.
b) Area shall be kept clear of all litter, slash and flammable debris.
c) All flammable materials shall be stored on a parallel contour a minimum of fifteen feet (15') away from any structure.
d) Weeds and grasses within the fifteen-foot (15') perimeter and under trees shall be maintained to a height of not more than six inches (6").

Miscellaneous:

a) Firewood/wood piles shall be stacked on a parallel contour a minimum of fifteen feet (15') away from the structure.
b) Fences shall be kept clear of brush and debris.
c) Wood fences shall not connect to the structure.
d) Any outbuildings or additional structures shall adhere to the same standards as structures.
e) Each structure shall have a minimum of one ten (10) pound Class ABC fire extinguisher.
f) Addresses shall be clearly marked with two-inch (2") non-combustible letters and shall be visible at the primary point of access from the public or common access road and installed on a non-combustible post.

I also recommend a publication titled "Firewise Construction Design and Materials" available from the Colorado State Forest Service.

If you have comments, questions or require additional information please contact me.

Sincerely,

Art Hougland

NOTICE: This Wildfire Hazard Mitigation Analysis along with observations and recommendations is intended to be an aid to the owner, architect and vegetation management and/or landscape design and implementation professionals in the development of defensible space and of fire wise construction documents. The review of the existing wildfire hazard potential on this property and the observations and recommendations for the mitigation of these hazards does not constitute an acceptance of any responsibility by Hougland & Associates for errors, omissions or discrepancies. The behavior of wildfire is acknowledged to be capricious in nature. Hougland & Associates does not proclaim that circumstances, including improper maintenance, may not arise that would permit wildfire to overwhelm the mitigation measures recommended or implemented. Observations and recommendations are intended to be collaborative with wildfire hazard mitigation guidelines of the Colorado State Forest Service and of other nationally recognized standards and are intended to be constructive and in support of the owners interest.

HP Geotech
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01852006 – 01882006

SUBSOIL STUDY
FOR FOUNDATION DESIGN
PROPOSED RESIDENCES
501 WEST HOPKINS AVENUE
ASPEN, COLORADO

JOB NO. 106 0775

AUGUST 31, 2006

PREPARED FOR:

ASPEN DEVCO, LLC
ATTN: RON WALLACE
236 JUNIPER COURT
BASALT, COLORADO 81621

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BUILDING DEPARTMENT

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FIGURE 1 - LOCATION OF EXPLORATORY BORINGS

FIGURE 2 - LOGS OF EXPLORATORY BORINGS

FIGURE 3 - LEGEND AND NOTES

FIGURE 4 - GRADATION TEST RESULTS

FIGURE 5 – TYPICAL DRYWELL DETAIL

TABLE 1- SUMMARY OF LABORATORY TEST RESULTS

TABLE 2 – PERCOLATION TEST RESULTS

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PURPOSE AND SCOPE OF STUDY

This report presents the results of a subsoil study for foundation design of the proposed residences to be located at 501 West Hopkins Avenue, Aspen, Colorado. The project site is shown on Figure 1. The purpose of this report is to provide an update of the recommendations presented in our previous report (Hepworth – Pawlak Geotechnical, Inc, 2001) for the current proposed project. Our services were conducted in accordance with our agreement for geotechnical engineering services to Aspen Devco, LLC dated August 29, 2006.

A field exploration program consisting of exploratory borings was conducted at the time of our previous study to obtain information on the subsurface conditions and we recently returned to the lot to confirm the site conditions. Samples of the subsoils obtained during the field exploration were tested in the laboratory to determine their classification and other engineering characteristics. The results of the field exploration and laboratory testing were analyzed to develop recommendations for foundation types, depths and allowable pressures for the proposed building foundation. This report summarizes the data obtained during this study and presents our conclusions, design recommendations and other geotechnical engineering considerations based on the proposed construction and the subsurface conditions encountered.

PROPOSED CONSTRUCTION

A total of four residential buildings are proposed on the property, a single family residence on Lot 1, two townhouse buildings on Lot 2 and an accessory dwelling unit (ADU) building on Lot 2. The proposed residences will be 2 story wood frame structures over an interconnected basement level. The garage and basement floors will be slab-on-grade. Grading for the structures will be relatively extensive and involve cuts up to about 12 feet deep and extend throughout most of the property. We assume relatively light to moderate foundation loadings, typical of the proposed type of construction.

If building loadings, location or grading plans change significantly from those described above, we should be notified to re-evaluate the recommendations contained in this report.

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SITE CONDITIONS

The site was observed for the current study review on August 29, 2006 and appeared in similar condition to that described in our previous report. The ground surface is relatively flat with a slight slope down to the east with about 6 feet of elevation difference across the site. A steep slope is located uphill to the south of the site. Vegetation consists of scattered scruboak, sagebrush, grass and weeds. Cobbles and boulders are exposed on the ground surface.

FIELD EXPLORATION

The field exploration for the original study was conducted on November 9, 2001. Four exploratory borings were drilled at the locations shown on Figure 1 to evaluate the subsurface conditions. The borings were advanced with 4 inch diameter continuous flight augers powered by a truck-mounted Longyear BK-51HD drill rig. The borings were logged by a representative of Hepworth-Pawlak Geotechnical, Inc.

Samples of the subsoils were taken with a 1⅜ inch I.D. spoon sampler. The sampler was driven into the subsoils at various depths with blows from a 140 pound hammer falling 30 inches. This test is similar to the standard penetration test described by ASTM Method D-1586. The penetration resistance values are an indication of the relative density or consistency of the subsoils. Depths at which the samples were taken and the penetration resistance values are shown on the Logs of Exploratory Borings, Figure 2. The samples were returned to our laboratory for review by the project engineer and testing.

SUBSURFACE CONDITIONS

Graphic logs of the subsurface conditions encountered at the site are shown on Figure 2. The subsoils generally consist of about ½ foot of topsoil overlying relatively dense, silty sandy gravel containing cobbles and boulders. Drilling in the dense granular soils with auger equipment was difficult due to the cobbles and boulders and drilling refusal was encountered in the deposit. Based on our experience in the area, we expect the gravel deposit is relatively thick and extends to well below the proposed basement grades.

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Laboratory testing performed on samples obtained from the borings included natural moisture content and gradation analyses. Results of gradation analyses performed on small diameter drive samples (minus 1½ inch fraction) of the natural coarse granular subsoils are shown on Figure 4. The laboratory testing is summarized in Table 1.

No free water was encountered in the borings at the time of drilling and the subsoils were slightly moist to moist. The groundwater level should be relatively deep.

DESIGN RECOMMENDATIONS

FOUNDATIONS

Considering the subsurface conditions encountered in the exploratory borings and the nature of the proposed construction, we recommend the buildings be founded with spread footings bearing on the natural granular soils.

The design and construction criteria presented below should be observed for a spread footing foundation system.

1) Footings placed on the undisturbed natural granular soils should be designed for an allowable bearing pressure of 4,000 psf. Based on experience, we expect settlement of footings designed and constructed as discussed in this section will be about 1 inch or less.
2) The footings should have a minimum width of 16 inches for continuous walls and 2 feet for isolated pads.
3) Exterior footings and footings beneath unheated areas should be provided with adequate soil cover above their bearing elevation for frost protection. Placement of foundations at least 42 inches below exterior grade is typically used in this area.
4) Continuous foundation walls should be reinforced top and bottom to span local anomalies and better withstand differential movement, such as by assuming an unsupported length of at least 10 feet. Foundation walls acting as retaining structures should also be designed to resist lateral earth

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pressures as discussed in the "Foundation and Retaining Walls" section of this report.

5) All existing fill, topsoil and any loose or disturbed soils should be removed and the footing bearing level extended down to the undisturbed natural granular soils. Voids created by the removal of large rocks should be backfilled with compacted on-site sandy gravel or with concrete.

6) A representative of the geotechnical engineer should observe all footing excavations prior to concrete placement to evaluate bearing conditions.

FOUNDATION AND RETAINING WALLS

Foundation walls and retaining structures which are laterally supported and can be expected to undergo only a slight amount of deflection should be designed for a lateral earth pressure computed on the basis of an equivalent fluid unit weight of at least 45 pcf for backfill consisting of the on-site granular soils. Cantilevered retaining structures which are separate from the buildings and can be expected to deflect sufficiently to mobilize the full active earth pressure condition should be designed for a lateral earth pressure computed on the basis of an equivalent fluid unit weight of at least 40 pcf for backfill consisting of the on-site granular soils. Backfill should not contain vegetation, topsoil or oversized rock.

All foundation and retaining structures should be designed for appropriate hydrostatic and surcharge pressures such as adjacent footings, traffic, construction materials and equipment. The pressures recommended above assume drained conditions behind the walls and a horizontal backfill surface. The buildup of water behind a wall or an upward sloping backfill surface will increase the lateral pressure imposed on a foundation wall or retaining structure. An underdrain should be provided to prevent hydrostatic pressure buildup behind walls.

Backfill should be placed in uniform lifts and compacted to at least 90% of the maximum standard Proctor density at a moisture content at to slightly above optimum. Backfill in pavement and walkway areas should be compacted to at least 95% of the maximum standard Proctor density. Care should be taken not to overcompact the backfill or use

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large equipment near the wall, since this could cause excessive lateral pressure on the wall. Some settlement of deep foundation wall backfill should be expected, even if the material is placed correctly, and could result in distress to facilities constructed on the backfill.

The lateral resistance of foundation or retaining wall footings will be a combination of the sliding resistance of the footing on the foundation materials and passive earth pressure against the side of the footing. Resistance to sliding at the bottoms of the footings can be calculated based on a coefficient of friction of 0.45. Passive pressure of compacted backfill against the sides of the footings can be calculated using an equivalent fluid unit weight of 400 pcf. The coefficient of friction and passive pressure values recommended above assume ultimate soil strength. Suitable factors of safety should be included in the design to limit the strain which will occur at the ultimate strength, particularly in the case of passive resistance. Fill placed against the sides of the footings to resist lateral loads should be compacted to at least 95% of the maximum standard Proctor density at a moisture content near optimum.

FLOOR SLABS

The natural on-site soils, exclusive of topsoil, are suitable to support lightly loaded slab-on-grade construction. To reduce the effects of some differential movement, floor slabs should be separated from all bearing walls and columns with expansion joints which allow unrestrained vertical movement. Floor slab control joints should be used to reduce damage due to shrinkage cracking. The requirements for joint spacing and slab reinforcement should be established by the designer based on experience and the intended slab use. A minimum 4 inch layer of free-draining gravel should be placed beneath basement level slabs to facilitate drainage. This material should consist of minus 2 inch aggregate with at least 50% retained on the No. 4 sieve and less than 2% passing the No. 200 sieve.

All fill materials for support of floor slabs should be compacted to at least 95% of maximum standard Proctor density at a moisture content near optimum. Required fill can consist of the on-site granular soils devoid of vegetation, topsoil and oversized rock.

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UNDERDRAIN SYSTEM

Although free water was not encountered during our exploration, it has been our experience in area that local perched groundwater can develop during times of heavy precipitation or seasonal runoff. Frozen ground during spring runoff can create a perched condition. We recommend below-grade construction, such as retaining walls, crawlspace and basement areas, be protected from wetting and hydrostatic pressure buildup by an underdrain system.

The drains should consist of drainpipe placed in the bottom of the wall backfill surrounded above the invert level with free-draining granular material. The drain should be placed at each level of excavation and at least 1 foot below lowest adjacent finish grade and sloped at a minimum 1% to a sump and pump or drywell. Free-draining granular material used in the underdrain system should contain less than 2% passing the No. 200 sieve, less than 50% passing the No. 4 sieve and have a maximum size of 2 inches. The drain gravel backfill should be at least 1½ feet deep.

SURFACE DRAINAGE

The following drainage precautions should be observed during construction and maintained at all times after the building have been completed:

1) Inundation of the foundation excavations and underslab areas should be avoided during construction.
2) Exterior backfill should be adjusted to near optimum moisture and compacted to at least 95% of the maximum standard Proctor density in pavement and slab areas and to at least 90% of the maximum standard Proctor density in landscape areas.
3) The ground surface surrounding the exterior of the building should be sloped to drain away from the foundation in all directions. We recommend a minimum slope of 6 inches in the first 10 feet in unpaved areas and a minimum slope of 2½ inches in the first 10 feet in paved areas.
4) Roof downspouts and drains should discharge well beyond the limits of all backfill.

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DRYWELL CONSIDERATIONS

Drywells are proposed on the property to dispose of surface water runoff. As part of our observation on August 29, 2006, a pit was excavated in the northeast corner of the property to a depth of about 11 feet. The soils exposed in the pit were similar to the soils encountered in the previous study. As part of our previous study, a percolation test was conducted in Boring 4, located in the northwest corner of the property. Slotted PVC pipe was placed in Boring 4 following drilling to perform the percolation test. The percolation test results are presented in Table 2. The percolation rate varied from about 1.2 to 3.2 minutes per inch under a water head of about 2 to 3 feet. We expect the percolation rate would be much higher under a full head of a design storm runoff. A minimum size drywell of 5 feet diameter by 5 feet perforated length is recommended as shown on Figure 5. The top of the perforated section should be at least 2 feet below the basement floor slab elevation. The actual capacity of the drywell could be determined after its construction. A backup drywell or sump and pump should be provided in the event the drywell capacity is exceeded. An open graded drain gravel having a maximum size of 2 inches and less than 2% passing the No. 200 sieve should be used as backfill inside and outside of the perforated section. The on-site granular soils, excluding rocks greater than about 6 inches in size, can be used around non-perforated sections. Underground inlet pipes should be placed below frost depth. If drywell disposal capacity is desired, we should be contacted for further analysis.

LIMITATIONS

This study has been conducted in accordance with generally accepted geotechnical engineering principles and practices in this area at this time. We make no warranty either express or implied. The conclusions and recommendations submitted in this report are based upon the data obtained from the exploratory borings drilled at the locations indicated on Figure 1, the proposed type of construction and our experience in the area. Our services do not include determining the presence, prevention or possibility of mold or other biological contaminants (MOBC) developing in the future. If the client is concerned about MOBC, then a professional in this special field of practice should be

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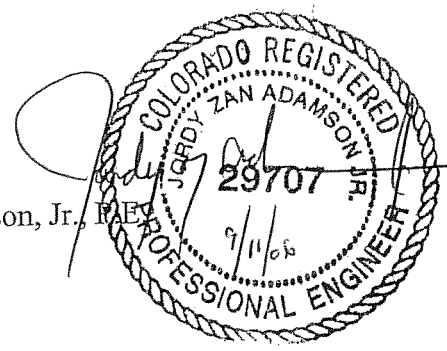
consulted. Our findings include interpolation and extrapolation of the subsurface conditions identified at the exploratory borings and variations in the subsurface conditions may not become evident until excavation is performed. If conditions encountered during construction appear different from those described in this report, we should be notified so that re-evaluation of the recommendations may be made.

This report has been prepared for the exclusive use by our client for design purposes. We are not responsible for technical interpretations by others of our information. As the project evolves, we should provide continued consultation and field services during construction to review and monitor the implementation of our recommendations, and to verify that the recommendations have been appropriately interpreted. Significant design changes may require additional analysis or modifications to the recommendations presented herein. We recommend on-site observation of excavations and foundation bearing strata and testing of structural fill by a representative of the geotechnical engineer.

Respectfully Submitted,

HEPWORTH - PAWLAK GEOTECHNICAL, INC.



Jordy Z. Adamson, Jr., P.E.

Reviewed by:

Steven L. Pawlak, P.E.

JZA/ksw

cc: JCI Construction – Attn: Ken Janckila
LMA Architects – Attn: Luis Menendez

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REFERENCE

Hepworth-Pawlak Geotechnical, Inc., 2001. *Subsoil Study for Foundation Design, Proposed Boomerang Club Chalets, Between 4th and 5th Streets on South Side of Hopkins Avenue, Aspen, Colorado.* Job No. 101 733, dated November 16, 2001.

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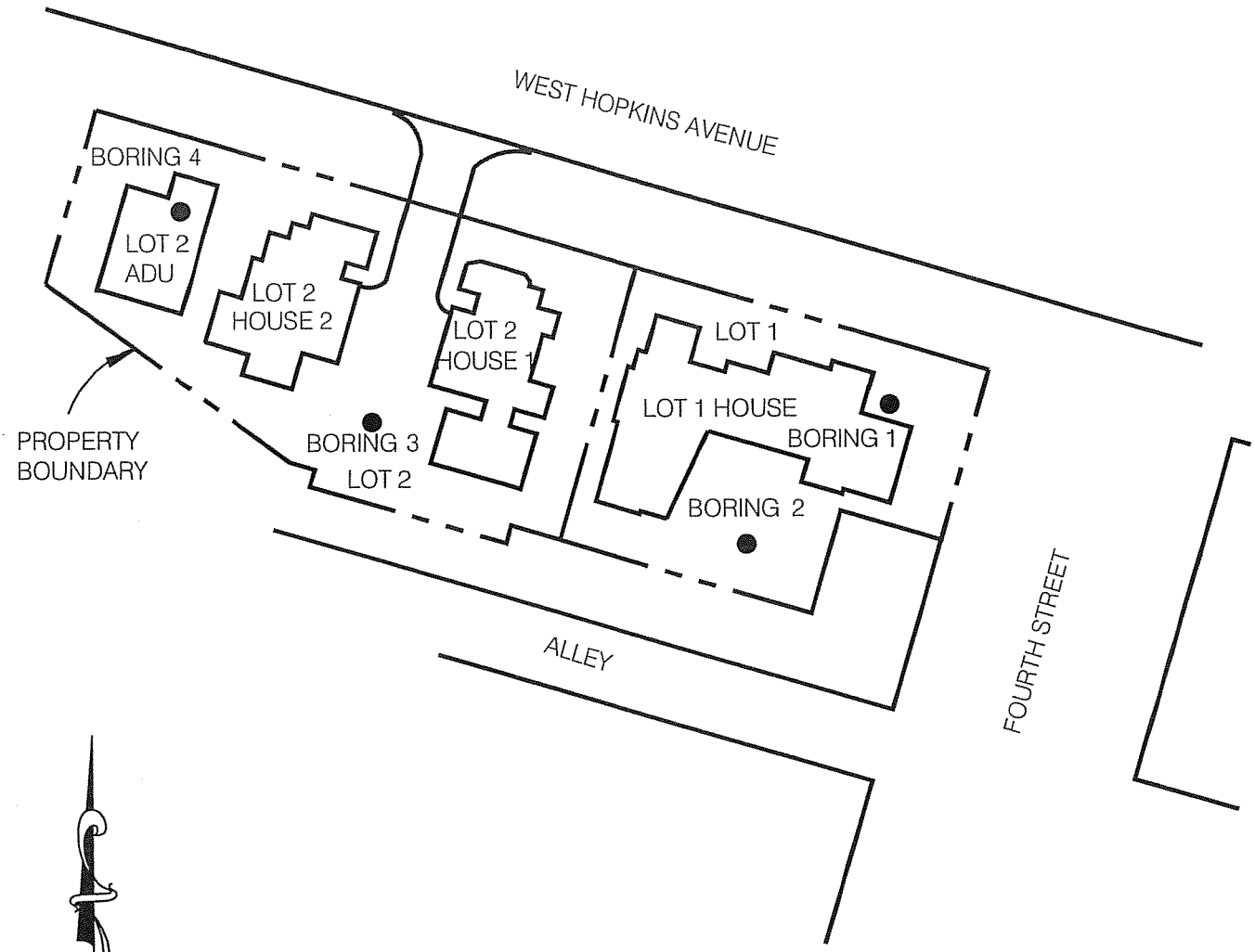

APPROXIMATE SCALE
1" = 50'

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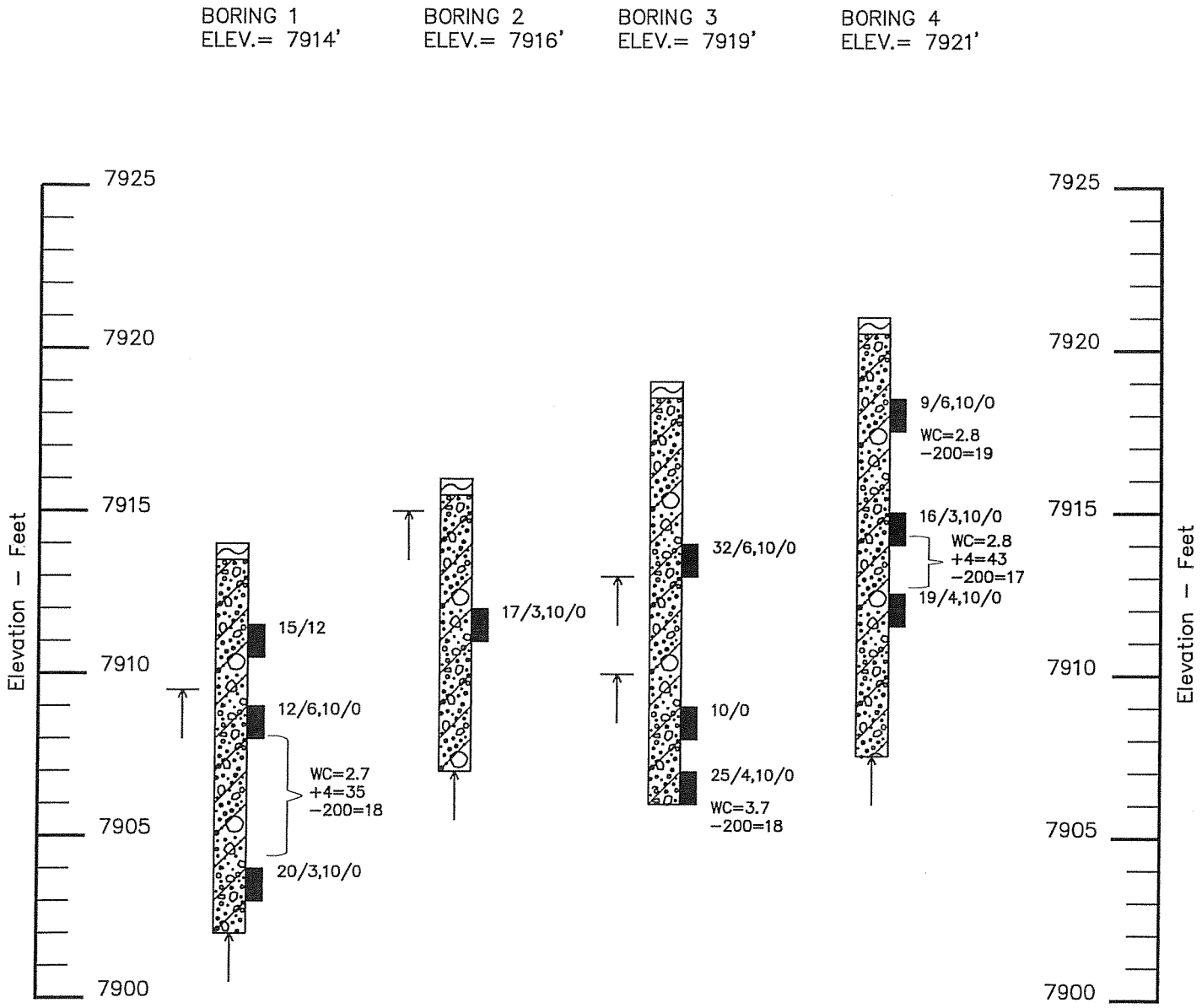
106 0775	HP Geotech HEPWORTH-PAWLAK GEOTECHNICAL	LOCATION OF EXPLORATORY BORINGS	Figure 1



Note: Explanation of symbols is shown on Fig. 3.

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106 0775	HEPWORTH–PAWLAK GEOTECHNICAL, INC.	LOGS OF EXPLORATORY BORINGS	Figure 2

LEGEND:

TOPSOIL; silty sand, organic, moist, black.

GRAVEL (GM); silty, sandy, with cobbles and boulders, dense, slightly moist, brown.

Drive sample; standard penetration test (SPT), 1 3/8 inch I.D. split spoon sample, ASTM D-1586.

15/12 Drive sample blow count; indicates that 15 blows of a 140 pound hammer falling 30 inches were required to drive the SPT sampler 12 inches.

Practical drilling refusal. Where shown above bottom of log, indicates that multiple attempts were made to advance the boring.

NOTES:

1. Exploratory borings were drilled on November 9 and 12, 2001 with a 4-inch diameter continuous flight power auger.
2. Locations of exploratory borings were measured approximately by pacing from features shown on the site plan provided.
3. Elevations of exploratory borings were obtained by interpolation between contours on the site plan provided and checked by instrument level.
4. The exploratory boring locations and elevations should be considered accurate only to the degree implied by the method used.
5. The lines between materials shown on the exploratory boring logs represent the approximate boundaries between material types and transitions may be gradual.
6. No free water was encountered in the borings at the time of drilling. Fluctuation in water level may occur with time.
7. Laboratory Testing Results:
   WC = Water Content (%)
   +4 = Percent retained on No. 4 sieve.
   -200 = Percent passing No. 200 sieve.

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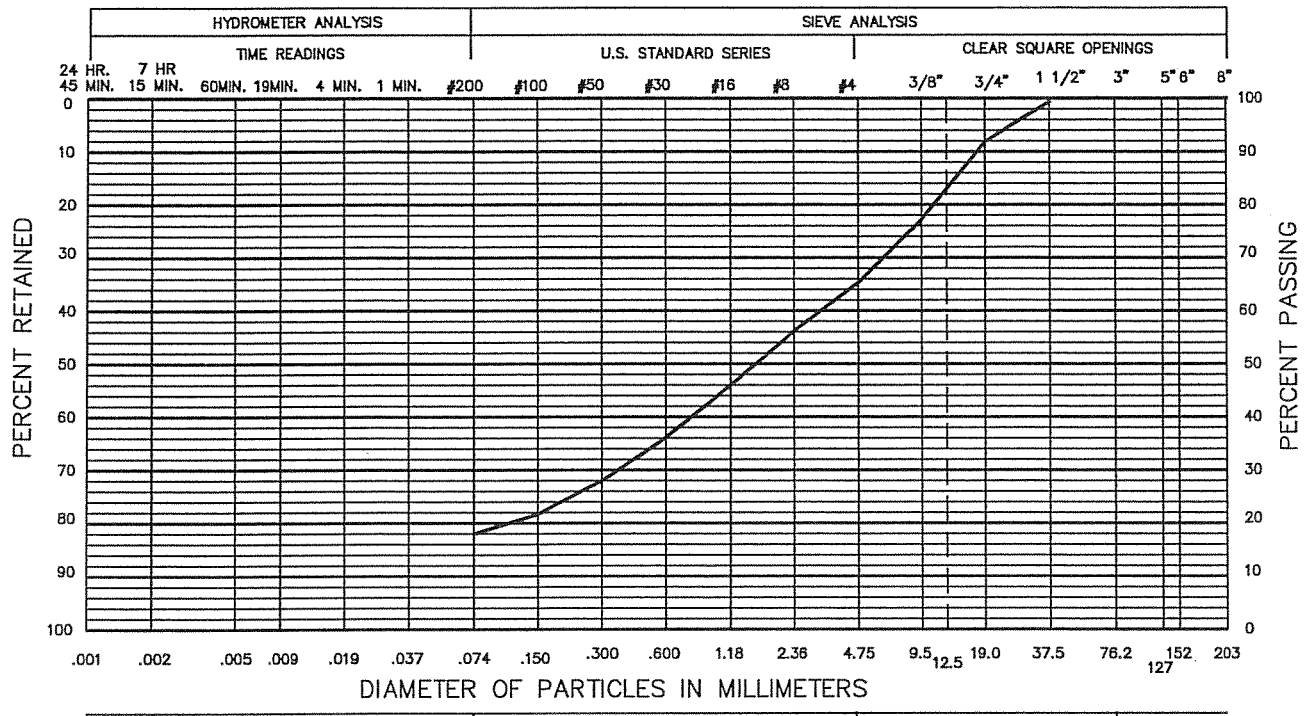
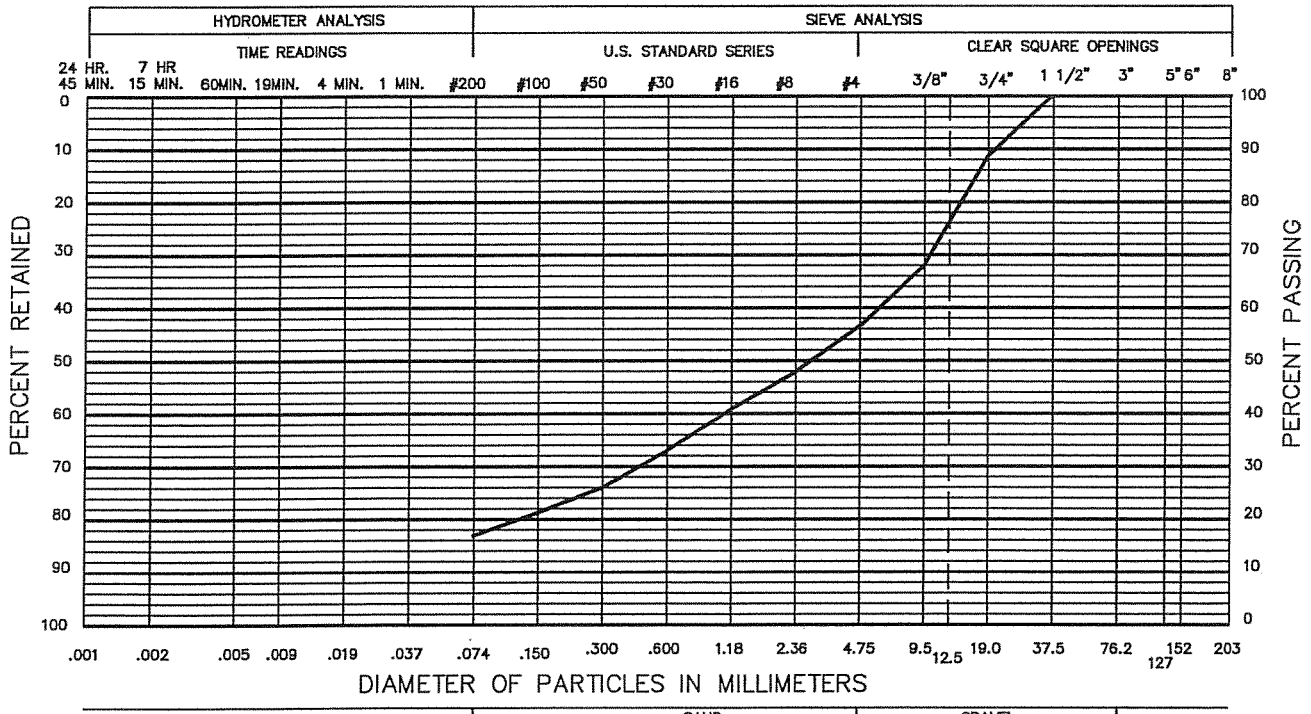


GRAVEL 35 % SAND 47 % SILT AND CLAY 18 %

LIQUID LIMIT % PLASTICITY INDEX %

SAMPLE OF: Silty Sand and Gravel FROM: Boring 1 at 5 and 10 Feet Combined



GRAVEL 43 % SAND 40 % SILT AND CLAY 17 %

LIQUID LIMIT % PLASTICITY INDEX %

SAMPLE OF: Silty Sand and Gravel FROM: Boring 4 at 6 and 8.5 Feet Combined

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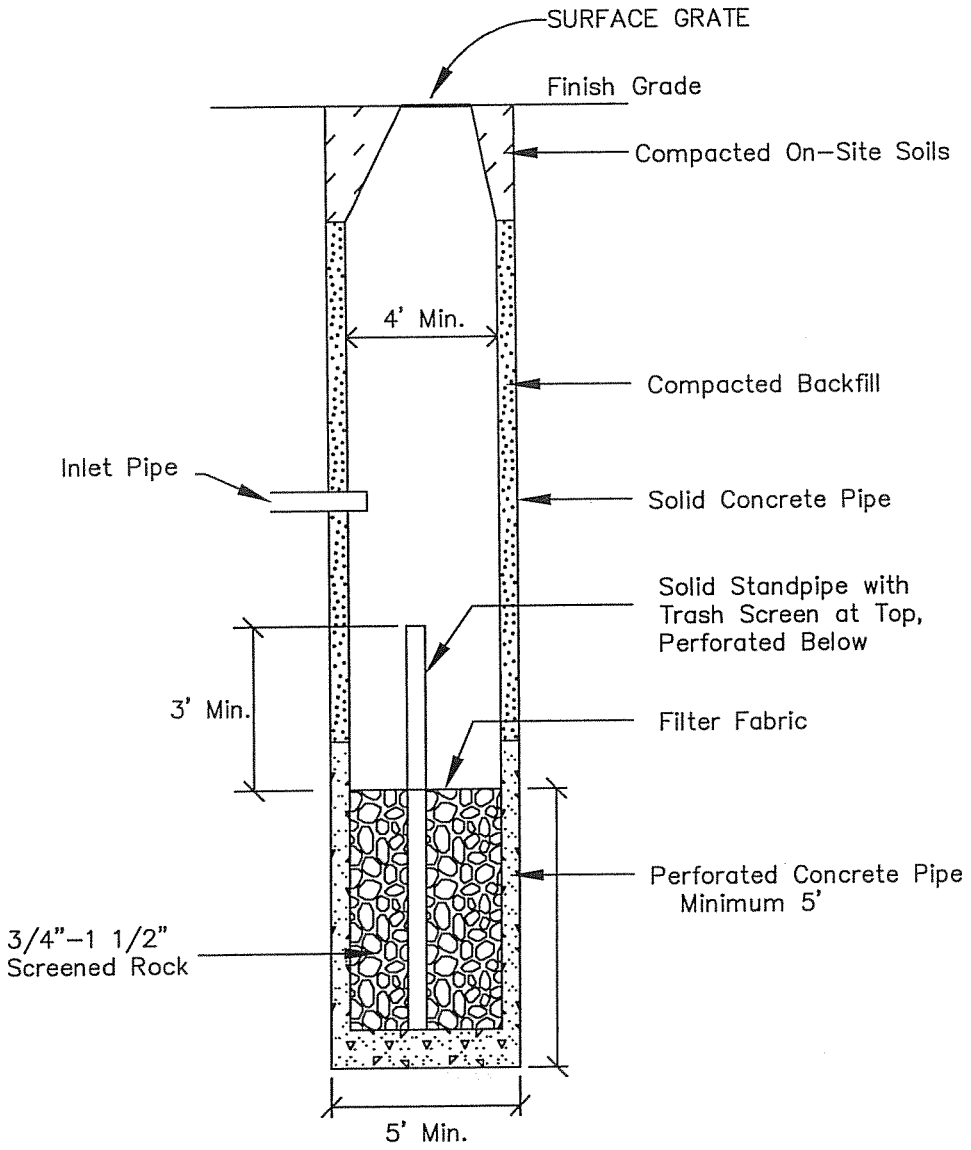
106 0775	HEPWORTH—PAWLAK GEOTECHNICAL, INC.	GRADATION TEST RESULTS	Figure 4



Dry Well Schematic

Not to Scale

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HEPWORTH-PAWLAK GEOTECHNICAL, INC.

TABLE 1

SUMMARY OF LABORATORY TEST RESULTS

Job No. 106 0775

SAMPLE LOCATION		NATURAL MOISTURE CONTENT	NATURAL DRY DENSITY	GRADATION		PERCENT PASSING NO. 200 SIEVE	ATTERBERG LIMITS		UNCONFINED COMPRESSIVE STRENGTH		SOIL OR BEDROCK TYPE
BORING	DEPTH (ft)	(%)	(pcf)	GRAVEL (%)	SAND (%)		LIQUID LIMIT (%)	PLASTIC INDEX (%)	(PSF)		
1	5 & 10 combined	2.7		35	47	18					Silty sand and gravel
3	12	3.7				18					Silty sand and gravel
4	2½	2.8				19					Silty sand and gravel
	6 & 8½ combined	2.8		43	40	17					Silty sand and gravel

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TABLE 2
PERCOLATION TEST RESULTS

JOB NO. 106 0775

HOLE NO.	HOLE DEPTH (INCHES)	LENGTH OF INTERVAL (MIN)	WATER DEPTH AT START OF INTERVAL (INCHES)	WATER DEPTH AT END OF INTERVAL (INCHES)	DROP IN WATER LEVEL (INCHES)	AVERAGE PERCOLATION RATE (MIN./INCH)
Boring 4	119	15	42	29¾	12¼	1.2
		Water added	39½	29½	10	1.5
		Water added	36½	28½	8	1.9
		Water added	45½	32¾	12¾	1.2
			32¾	25½	7¼	2.1
		Water added	29½	24¾	4¾	3.2
		Water added	29	22¼	6¾	2.2

Note: Percolation test was conducted in a 10 foot section of 2½ inch diameter slotted PVC pipe placed in Boring 4 on November 12, 2001.

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September 25, 2012

Luis Menendez
Menendez Architects P.C.
715 W. Main Street, Suite 104
Aspen, CO 81611

Re: Mudflow analysis at 501 West Hopkins WRC File 2235-1

Dear Mr. Menendez:

A mudflow analysis was completed for the area of proposed development at 501 West Hopkins using the FLO-2D model. This analysis used the same parameters and assumptions that were used in the 2001 Surface Drainage Master Plan. These include a peak sediment concentration of 45% by volume and having the inflow hydrographs enter the overland flow portion of each grid element. The topography data, sediment data, and inflow hydrographs used in the master plan were also used in the new model.

To create the pre-project mudflow model, grid size was reduced from the 100-foot dimension found in the master plan to a 50-foot dimension to allow for a more detailed analysis in accordance with the City of Aspen's 2010 Urban Runoff Management Plan (URMP). The local survey was then used to adjust the existing grid node elevations within the survey area if necessary. There are 836 total grid elements in the new mudflow model. Area and width reduction factors were then included in the model in the following fashion: every grid element in the vicinity of the proposed development that was partially blocked by a structure was assigned a unique area reduction factor and flow path width reduction factors; those grid elements outside the area of interest that were partially blocked by a structure were assigned a generic area reduction factor of 0.40 and a generic flow path width reduction factor of 0.50 in all four directions. Existing mudflow depths in the project vicinity are on the order of three inches or less. Data files from the pre-project mudflow model are included in Appendix B on the attached CD.

To create the post-project mudflow model, revisions were made to each of the six nodes that represent the area of proposed development. Area and flow width reduction factors were modified for each of these nodes to reflect the proposed construction. The elevations of the grid elements were not changed at this point as future grading plans have not been established. Changes in mudflow depths were negligible (less than one inch) for all model nodes and all adjacent properties except the node representing the south yard of the proposed construction site. This node had its mudflow depth increase from three inches to nine inches (from elevation 7915.45 to elevation 7915.96). Data files from the initial post-project model are included in Appendix C on the attached CD.

Revisions were then also made to the grid element elevations in an attempt to mitigate the increase in mudflow elevation. Grid elevation revisions were made using a weighted average to account for some of the node area being occupied by the proposed home and some by area outside the parcel being developed. By lowering the proposed

elevation of the south yard by 1.24 feet and the east yard by 0.85', the elevation of the mudflow at the development site will be reduced back to the pre-project elevation of 7915.45. The elevation of the finished floor of the proposed construction has been designated at 7916.50, providing over one foot of mudflow freeboard. Data files from the post-project model including proposed grading are included in Appendix D on the attached CD. Additional items required by the City are included in Appendix A, including a tabular comparison of data and revised mudflow plain mapping.

In conclusion, the proposed construction does not impact mudflow depth at any adjacent properties. Additionally, the proposed site grading changes mitigate for all mudflow impacts to the proposed construction.

If you have any questions or concerns about the mudflow modeling or the proposed changes to your property, please don't hesitate to contact me at 303-757-8513.

Sincerely,

Jessica Nolle, P.E.

Drainage Report

501 West Hopkins Avenue
Aspen, CO

May 23rd, 2016
Revised March 20th, 2017

Prepared by
Richard Goulding, P.E.
Roaring Fork Engineering
592 Highway 82
Carbondale, CO 81623

ROARING FORK ENGINEERING

Drainage Report

501 West Hopkins Avenue
Aspen, CO

I hereby affirm that this report for the improvements at 501 West Hopkins Avenue, Aspen, CO was prepared by me for the owners thereof in accordance with the provisions of the City of Aspen Urban Runoff Management Plan and approved variances and exceptions listed thereto. I understand that it is the policy of the City of Aspen that the City of Aspen does not and will not assume liability for drainage facilities designed by others.

Richard Goulding, P.E.

RFE Project # 2016-11

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1.0 General

1.1 Existing Site

The following report is an evaluation of an undeveloped site located at the intersection of South 4th street and West Hopkins Avenue in Aspen, Colorado. The property is addressed at 501 West Hopkins, which is located within the Aspen mountain drainage basin and within the mudflow zone as defined by the URMP. The property is 7,500 square feet and consists of a grassy field with a minor slope downhill to the north. An existing residence with extensive landscaping is located to the west of the site, with Aspen Mountain to the south with a trail uphill of the property line. Hopkins is located just north of the property, with a sidewalk and landscaping. South 4th Street is road base and is located just to the east, with a trail between the site and the road. A water shutoff is located on the site for previous irrigation purposes. The sewer line is existing under 4th Street in front of the property. Electric and communications are located on the shared northern corner of the neighboring residence, and a gas line runs in front of the site.

View of the site from Hopkins Avenue

A Geotechnical Report was produced on August 31st, 2006. 2 Borings onsite confirmed the sub-soil consisted of .5' of topsoil overlying relatively dense, silty sandy gravel containing cobbles and boulders. A percolation test was conducted on September 17th, 2013 in boring 4, resulting in the slowest percolation rate of 8 inches per hour.

1.2 Proposed Conditions

This project is classified as a 'Major Project' as per Table 1.1 of the URMP. This is because the proposed development is over 1000 square feet (sf) and disturbs an area of approximately 7,400 sf., which is over 98% of the site. This has implications for the design. The intent of this report is to demonstrate

compliance with the requirements of the URMP. The Low Impact Design (LID) Principles in the introduction of the manual were used as a guide throughout the design process. Onsite storm infrastructure has been sized for capacities required by FAA.

The proposed residence is 7,751 square feet (sf) with a 3,200 sf footprint. Extensive landscaping will extend to the property line. Above structure patios and walkways will be located on the south and north side of the structure. The 2 car garage will be accessed from South 4th Street on a snowmelted concrete driveway. Cuts of up to 23' deep are expected for the sub-level excavation. For drainage, two drywells will capture all runoff from roofs and hardscape. These drywells are sized to have capacity for full detention.

Utility connections will be made to the existing infrastructure.

1.3 Previous Drainage Studies

The City of Aspen updated their URMP in 2001 and the property is within the boundaries of the study. The study indicates that the property is within a Mudflow Area, which an analysis was performed and is referred to in section 1.5 of this drainage report.

1.4 Offsite Drainage & Constraints

A portion of the hillside to the south of the site was analyzed as an offsite basin, along with a section of the right of way to the north of the residence. These offsite basins will flow onto the property and be collected in the drywells. However, the drywells have been sized for capacity of the onsite runoff, so if capacity of the drywell is met it will overflow into the right of way. The table below displays the size and the calculated runoff from a 5 year and a 100 year storm. The Time of Concentration for the basin is 5 minutes due to its small size which is the minimum time allowed in the URMP.

Offsite 5 Year Peak Discharge Developed Calculations

						1 Hour(P_1)	0.64	
						Return Period	5	
	Basin ID	Total Area	Imp. Area	Impervious	C Value	Time of C	Intensity	Q Max
	See(D1)	(ft^2)	(ft^2)	(%)	From Table	(T_d)	$I=88.8P_1/(10+T_d)^{1.052}$	(ft^3/sec)
	1	2483.46	0.00	0.00%	0.080	5	3.29	0.02
	2	1528.23	202.83	13.27%	0.140	5	3.29	0.02

Offsite 5 Year Peak Discharge Pre Development Calculations

						1 Hour(P_1)	0.64	
						Return Period	5	
	Basin ID	Total Area	Imp. Area	Impervious	C Value	Time of C	Intensity	Q Max
	See(D1)	(ft^2)	(ft^2)	(%)	From Table	(T_d)	$I=88.8P_1/(10+T_d)^{1.052}$	(ft^3/sec)
	1	2483.46	0.00	0.00%	0.080	5	3.29	0.02
	2	1528.23	0.00	0.00%	0.080	5	3.29	0.01

Offsite 100 Year Peak Discharge Developed Calculations

						1 Hour(P_1)	1.23	
						Return Period	100	
	Basin ID	Total Area	Imp. Area	Impervious	C Value	Time of C	Intensity	Q Max
	See(D1)	(ft^2)	(ft^2)	(%)	From Table	(T_d)	$I=88.8P_1/(10+T_d)^{1.052}$	(ft^3/sec)
	1	2483.46	0.00	0.00%	0.350	5	6.33	0.13
	2	1528.23	202.83	13.27%	0.400	5	6.33	0.09

Offsite 100 Year Peak Discharge Pre Development Calculations

						1 Hour(P_1)	1.23	
						Return Period	10	
	Basin ID	Total Area	Imp. Area	Impervious	C Value	Time of C	Intensity	Q Max
	See(D1)	(ft^2)	(ft^2)	(%)	From Table	(T_d)	$I=88.8P_1/(10+T_d)^{1.052}$	(ft^3/sec)
	1	2483.46	0.00	0.00%	0.350	5	6.33	0.13
	2	1528.23	0.00	0.00%	0.350	5	6.33	0.08

1.5 Mudflow Impacts

A mudflow analysis was completed by WRC for the area of proposed development at 501 West Hopkins using the FLO-2D model. This analysis used the same parameters and assumptions that were used in the 2001 Surface Drainage Master Plan. These include a peak sediment concentration of 45% by volume and having the inflow hydrographs enter the overland flow portion of each grid element. The topography data, sediment data, and inflow hydrographs used in the master plan were also used in the new model.

To create the pre-project mudflow model, grid size was reduced from the 100-foot dimension found in the master plan to a 50-foot dimension to allow for a more detailed analysis in accordance with the City of Aspen's 2010 Urban Runoff Management Plan (URMP). The local survey was then used to adjust the existing grid node elevations within the survey area if necessary. There are 836 total grid elements in the new mudflow model. Area and width reduction factors were then included in the model in the following fashion: every grid element in the vicinity of the proposed development that was partially blocked by a structure was assigned a unique area reduction factor and flow path width reduction factors; those grid elements outside the area of interest that were partially blocked by a structure were assigned a generic area reduction factor of 0.40 and a generic flow path width reduction factor of 0.50 in all four directions. Existing mudflow depths in the project vicinity are on the order of three inches or less.

To create the post-project mudflow model, revisions were made to each of the six nodes that represent the area of proposed development. Area and flow width reduction factors were modified for each of these nodes to reflect the proposed construction. The elevations of the grid elements were not changed at this point as future grading plans have not been established. Changes in mudflow depths were negligible (less than one inch) for all model nodes and all adjacent properties except the node representing the south yard of the proposed construction site. This node had its mudflow depth increase from three inches to nine inches (from elevation **7921.20** to elevation **7921.71**).

By lowering the proposed elevation of the south yard by **1.12** feet and the east yard by **0.85',** the elevation of the mudflow at the development site will be reduced back to the pre-project elevation of 7921.2. The elevation of the finished floor of the proposed construction has been designated at **7922.25**, providing over **12"** of mudflow freeboard.

2.0 Drainage Basins and Sub-basins

The site was divided into 2 major drainage basins, which were then subdivided into smaller sub-basins. A Drainage Exhibit in the appendices illustrates the basins and sub-basin delineations. It lists Impervious Areas, Runoff Coefficients, and Peak Flows.

The sub-basins were created to calculate the concentrated flow from each impervious area, including patios, decks and roofs. These sub-basin peak flows were then used to size the proposed infrastructure.

2.1 Drainage Basins

Basin 1 is 4,875 square feet (sf), 70% impervious, and consists of roof drains, inlets, trench drains, and the landscaping surrounding the west and north, and east sides of the residence. Runoff from this basin is collected and conveyed to Drywell A. This drywell has capacity for full detention for the entire basin. If capacity of the drywell is met, the drywell will emergency overflow out the grated lid and into the right of way.

Basin 2 is 2,944 sf and is 59% impervious. It collects all runoff from the south side of the residence. This includes runoff from downspouts, the patios, and the landscaping. All runoff in Basin 2 is collected in Drywell B where it collects the required capacity for full detention. If the capacity is met, the runoff will emergency overflow and disperse into the grass east of the residence and into the right of way.

2.2 Peak Discharge Calculations

The peak flows were calculated for each Major Basin for the 5 and 100 year storm events. Rainfall intensity was calculated using a Time of Concentration (T_d) of 5 minutes. Actual time of concentration on the site is significantly less than 5 minutes, but according to the City of Aspen URMP, equations used to calculate rainfall intensity are only valid for a Time of Concentration of greater than 5 minutes. So the smallest valid Time of Concentration value was used. The 1 hour Rainfall depth (P_1), given in Table 2.2 as 0.64 inches for the 5-year event and 1.23 inches for the 100-year event. Equation 2.1 was referenced when solving for the Rainfall Intensity.

$$I = 88.8P_1/(10+T_d)^{1.052}$$

Runoff Coefficients (C), a function of the Soil Group (in this case B) and the percentage of impervious area within each basin were developed using Figure 3.2. The Runoff Coefficient (C) was then multiplied by the Rainfall Intensity (I) and the acreage of each Major Basin (A) to determine the peak discharge for each Major Basin. Q allowable was calculated the same way except each basin was treated as undeveloped or 100% pervious. The Peak Discharge (Q_p) is given by equation 3.1.

Q_p= CIA
Q_p= Peak Discharge (cfs)
C= Runoff Coefficient (Unitless)
I= Rainfall intensity (inches per hour)
A= Area (Acres)

Peak flow values were used to calculate the size of the proposed detention and conveyance structures, such as drywells, inlets and piping. The tables below contain the peak flows for developed and undeveloped conditions for 5 and 100 year storm events.

5 Year Peak Discharge Developed Calculations

					1 Hour(P_1)	0.64	
					Return Period	5	
Basin ID	Total Area	Imp. Area	Impervious	C Value	Time of C	Intensity	Q Max
See(D1)	(ft^2)	(ft^2)	(%)	From Table	(T_d)	$I=88.8P_1/(10+T_d)^{1.052}$	(ft^3/sec)
1	4875.27	3397.28	69.68%	0.450	5	3.29	0.17
2	2943.87	1750.07	59.45%	0.370	5	3.29	0.08

5 Year Peak Discharge Pre Development Calculations

					1 Hour(P_1)	0.64	
					Return Period	5	
Basin ID	Total Area	Imp. Area	Impervious	C Value	Time of C	Intensity	Q Max
See(D1)	(ft^2)	(ft^2)	(%)	From Table	(T_d)	$I=88.8P_1/(10+T_d)^{1.052}$	(ft^3/sec)
1	4875.27	0.00	0.00%	0.080	5	3.29	0.03
2	2943.87	0.00	0.00%	0.080	5	3.29	0.02

100 Year Peak Discharge Developed Calculations

					1 Hour(P_1)	1.23	
					Return Period	100	
Basin ID	Total Area	Imp. Area	Impervious	C Value	Time of C	Intensity	Q Max
See(D1)	(ft^2)	(ft^2)	(%)	From Table	(T_d)	$I=88.8P_1/(10+T_d)^{1.052}$	(ft^3/sec)
1	4875.27	3397.28	69.68%	0.590	5	6.33	0.42
2	2943.87	1750.07	59.45%	0.540	5	6.33	0.23

100 Year Peak Discharge Pre Development Calculations

					1 Hour(P_1)	1.23	
					Return Period	100	
Basin ID	Total Area	Imp. Area	Impervious	C Value	Time of C	Intensity	Q Max
See(D1)	(ft^2)	(ft^2)	(%)	From Table	(T_d)	$I=88.8P_1/(10+T_d)^{1.052}$	(ft^3/sec)
1	4875.27	0.00	0.00%	0.350	5	6.33	0.25
2	2943.87	0.00	0.00%	0.350	5	6.33	0.15

3.0 Low Impact Site Design

Low Impact Development (LID) aims to mimic the natural pre-development hydrologic pattern. The goal is to manage storm water as close to its source as is possible. This entire developed site is approximately 66% impervious. The treatment train approach is used on all runoff to increase water quality and percolation.

3.1 Principles

Principle 1: Consider storm water quality needs early in the design process.

The Grading and Drainage design was coordinated with the architect during the design phase. Due to the lack of space for the project, coordination in the design process was key, and due to the mudflow potential, a system with limited pipes and complexity was necessary.

Principle 2: Use the entire site when planning for storm water quality treatment.

Due to the size and limitations of the parcel, it was necessary in the design process to use the site efficiently. Grading away from the residence for the project was difficult to achieve with the flat site. The swale graded around the residence is being used to increase infiltration and treatment before entering the drywells and the city storm system.

Principle 3: Avoid unnecessary impervious area.

Due to the majority of the patios being above structure, they could not be designed as pervious. However, planters have been designed on structure to reduce hardscape.

Principle 4: Reduce runoff rates and volumes to more closely match natural conditions.

The runoff will all be infiltrated into the ground, as the drywells are sized for full detention. There will be no runoff leaving the site.

Principle 5: Integrate storm water quality management and flood control.

The Drywells are being used for water quality, which in itself increases flood control. The drywells will eliminate the peak flow as there is no runoff leaving the site.

Principle 6: Develop storm water quality facilities that enhance the site, the community and the environment.

With the runoff dispersing over a landscaped area, contaminants will be removed before being introduced into the drywells and into the groundwater.

Principle 7: Use treatment train approach.

The majority of downspouts disperse into the landscaping before entering the proposed storm system. The emergency overflow from the drywell will release into a grass field, which will treat the water before entering the city storm system.

Principle 8: Design sustainable facilities that can be safely maintained.

Screens will be placed over downspouts to provide a barrier against vermin and debris. Drainage systems were simply designed so maintenance is minimized. Infrastructure will be just below grade

providing little labor for maintenance. The Owner will sign a maintenance agreement as part of their Certificate of Occupancy.

Principle 9: Design and maintain facilities with public safety in mind.

Proper drainage and grading of the driveway and walkway reduces ice buildup and dangerous icy conditions. All grading was done with safety in mind.

4.0 Hydrological Criteria

4.1 Storm Recurrence and Rainfall

The property is not in the commercial core and is served by any city curb and gutter so this property classifies as a **"Sub-urban area served by public storm sewer"**. 5 and 100 year events were analyzed.

4.2 Peak Runoff Methodology

This site is within the Aspen Mountain Basin, however overflows would require additional infrastructure, so the site shall meet full detention requirements of the site. To determine these capacities, the rainfall from a 100 year storm that is collected on all impervious areas must be detained. No detention is required for pervious areas. Below is a summary.

Full Detention Storage

Basin	Total Area (ft^2)	Impervious Area (ft^2)	Impervious (%)	Full Detention Depth (in)	Factor of Safety F.O.S.	Required Storage (ft^3)	BMP
1	4875.27	3397.28	69.68%	1.23	1	348	Drywell A
2	2943.87	1750.07	59.45%	1.23	1	179	Drywell B

5.0 Hydraulic Criteria

Sub-basins were delineated per the design points of concentrations created by roof drains and inlets. Pipe networks were then created connecting the sub-basins and conveying the flows to the overall points of concentration for each major basin. The 100 year peak flow for each sub-basin was calculated.

Peak Discharge Developed Calculations							
					1 Hour(P_1)	1.23	
					Return Period	100	
Basin ID	**Total Area**	**Imp. Area**	**Impervious %**	**C Value**	**Time of C**	**Intensity**	**Q Max**
See(D1)	**ft^2**	**ft^2**	**Percentage**	**From Table**	**(T_d)**	**$I=88.8P_1/(10+T_d)^{01.052}$**	**ft^3/sec**
1.1	97.98	40.70	41.54%	0.500	5	6.33	0.01
1.2	434.54	434.54	100.00%	0.950	5	6.33	0.06
1.3	376.09	134.59	35.79%	0.490	5	6.33	0.03
1.4	240.49	240.49	100.00%	0.950	5	6.33	0.03
1.5	904.22	904.22	100.00%	0.950	5	6.33	0.12
1.6	254.31	254.31	100.00%	0.950	5	6.33	0.04
1.7	138.04	138.04	100.00%	0.950	5	6.33	0.02
1.8	70.93	70.93	100.00%	0.950	5	6.33	0.01
1.9	369.11	369.11	100.00%	0.950	5	6.33	0.05
1.10	713.90	713.90	100.00%	0.950	5	6.33	0.10
1.11	1275.66	96.45	7.56%	0.380	5	6.33	0.07
2.1	302.71	302.71	100.00%	0.950	5	6.33	0.04
2.2	662.36	662.36	100.00%	0.950	5	6.33	0.09
2.3	343.43	343.43	100.00%	0.950	5	6.33	0.05
2.4	209.42	209.42	100.00%	0.950	5	6.33	0.03
2.5	111.77	111.77	100.00%	0.950	5	6.33	0.02
2.6	1314.18	120.38	9.16%	0.380	5	6.33	0.07

5.1 Inlets

The 100 year peak flows were used in the sizing of inlets. Equations 4-17 to 4-20 were used in the analysis. They incorporate a 50% clogging factor and 40% opening in the grates. A water depth of 0.04' was assumed and all the inlets were treated as sumps as they will be set a minimum of .04'(½ Inch) below the flow lines. Below is a summary of each square inlet being tested for capacity against their tributary basin, and below that is every circular inlet calculation.

Sub Basin and Rectangular Inlet Calculations														
						1 Hour(P_1)	1.23					m=40%	Y_s=.04 (Depress inlet by 0.04')	
						Return Period	100					C_g=50%	C_o=0.65	
Inlet ID	**Basin ID**	**Total Area**	**Imp. Area**	**Impervious**	**C Value**	**Time of Concentration**	**Intensity**	**Q Max**	**Inlet Type**	**Inlet Width**	**Inlet Length**	**Effective Open Area (EQ. 4-20)**	**Inlet Capacity (EQ 4-19)**	**Has Capacity**
	See(D1)	**(ft^2)**	**(ft^2)**	**(%)**	**(From Table)**	**(T_d)**	**$I=88.8P_1/(10+T_d)^{1.052}$**	**(ft^3/sec)**	**Rectangular**	**W_o (inches)**	**L_o (inches)**	**$A_e=(1-C_g)mW_oL_o$**	**$Q=C_oA_e\sqrt{2gY_s}$**	**(Yes/No)**
A6-TRENCH DRAIN	1.9, 1.10	1083.01	1083.01	100.00%	0.950	5	6.33	0.149	4" x 24.75'	4	297	1.650	1.656	Yes

Sub Basin and Circular Inlet Calculations													
						1 Hour(P_1)	1.23				m=40%	Y_s=.04 (Depress inlet by 0.04')	
						Return Period	100				C_g=50%	C_o=0.65	
Inlet ID	**Basin ID**	**Total Area**	**Imp. Area**	**Impervious**	**C Value**	**Concentration**	**Intensity**	**Q Max**	**Inlet Type**	**Diameter**	**Area(EQ. 4-20)**	**Inlet Capacity (EQ 4-19)**	**Has Capacity**
	See(D1)	**(ft^2)**	**(ft^2)**	**(%)**	**From Table**	**(T_d)**	**$I=88.8P_1/(10+T_d)^{1.052}$**	**ft^3/sec**		**W_o (inches)**	**$A_e=(1-C_g)mA$**	**$Q=C_oA_e\sqrt{2gY_s}$**	**(Yes/No)**
A2-INLET	1.3	376.09	134.59	35.79%	0.490	5	6.33	0.027	12" Round	12	0.157	0.183	Yes
DRYWELL A	1.6, 1.8, 1.11	1600.90	421.69	26.34%	0.460	5	6.33	0.107	24" Round	24	0.628	0.732	Yes
B1-INLET	2.3	343.43	343.43	100.00%	0.950	5	6.33	0.047	8" Round	8	0.070	0.081	Yes
DRYWELL B	2.1-2.6	2943.87	1788.07	60.74%	0.570	5	6.33	0.244	24" Round	24	0.628	0.732	Yes

5.2 Pipes

The pipes were analyzed by calculating the flow from the sub basins entering them. Below is table which groups what sub basins are conveyed in each pipe. The TOC is below 5 minutes for all sub-basins, so a reduction was not taken for the intensity. They were tested for hydraulic capacity at 80% full. Depth of flow was also calculated in the spread sheets below. The pipes are all SDR 35 PVC with a manning's coefficient of .01.

Design Q_{design} / Q_{full} charts were downloaded from FHWA. The equations in Section 4.8.4 was used as the basis for these calculations.

Storm System Pipes

Pipe System	Pipe	Contibuting Sub-Basins	Peak Flows (CFS)
A	A1	1.2	0.06
	A2	1.2, 1.3	0.09
	A3	1.2-1.4, OS2	0.21
	A4	1.2-1.5, OS2	0.33
	A5	1.2-1.5, 1.7, OS2	0.35
	A6	1.9, 1.10	0.18
	A7	1.9, 1.10	0.18
B	B1	2.3	0.05
	B2	2.3	0.05

Onsite Piping Capacity

K=0.462

Pipe	Combined Design Flow	Manning Coefficient	Flattest Slope	Equation 4-31	Required Diameter	Design Diameter	Design Diameter-80%	Has Capacity@ 80% full
(ID)	Q (ft^3/sec)	n	(%)S0	d={nQ/KVSo}3/8	(inches)	(inches)	(inches)	Yes/No
A1	0.06	0.01	1.00%	0.20	2.353	4.0	3.200	Yes
A2	0.09	0.01	1.00%	0.23	2.702	4.0	3.200	Yes
A3	0.21	0.01	1.00%	0.31	3.756	6.0	4.800	Yes
A4	0.33	0.01	3.00%	0.30	3.644	6.0	4.800	Yes
A5	0.35	0.01	3.00%	0.31	3.721	6.0	4.800	Yes
A6	0.18	0.01	2.00%	0.26	3.124	4.0	3.200	Yes
A7	0.18	0.01	2.00%	0.26	3.124	4.0	3.200	Yes
B1	0.05	0.01	2.00%	0.16	1.892	4.0	3.200	Yes
B2	0.05	0.01	2.00%	0.16	1.892	4.0	3.200	Yes

Depth Of Flow-section 4.8.4 Sewer Sizing

Pipe	Combined Design Flow	Manning Coefficient	Design Diameter	X-section	Slope	Q -Full	Q-Design/Q Full	d/D	Depth
(ID)	Q (ft^3/sec)	n	(inches)	(ft2)	(%)	(ft3/sec)	Q/Q_{full}	(from Chart)	d= (d/D)*D
A1	0.060	0.01	4.0	0.087	1.00%	0.248	0.242	0.37	1.46
A2	0.087	0.01	4.0	0.087	1.00%	0.248	0.350	0.45	1.80
A3	0.209	0.01	6.0	0.196	1.00%	0.731	0.285	0.41	2.43
A4	0.333	0.01	6.0	0.196	3.00%	1.266	0.263	0.38	2.28
A5	0.352	0.01	6.0	0.196	3.00%	1.266	0.278	0.41	2.43
A6	0.181	0.01	4.0	0.087	2.00%	0.351	0.515	0.57	2.28
A7	0.181	0.01	4.0	0.087	2.00%	0.351	0.515	0.57	2.28
B1	0.047	0.01	4.0	0.087	2.00%	0.351	0.135	0.28	1.10
B2	0.047	0.01	4.0	0.087	2.00%	0.351	0.135	0.28	1.10

Exit Velocities

Pipe	Combined Design Flow	Manning Coefficient	Design Diameter	d/D	Slope	R_h/D	R_h	Exit Velocity
(ID)	Q (ft^3/sec)	n	(inches)	(from Chart)	(%)	(from Chart)	(ft)	$v = [1.49/n] R_h^{2/3} \sqrt{S}$ (ft/sec)
A1	0.060	0.01	4.0	0.37	1.00%	0.104	0.20	5.06
A2	0.087	0.01	4.0	0.45	1.00%	0.104	0.23	5.64
A3	0.209	0.01	6.0	0.41	1.00%	0.104	0.21	5.33
A4	0.333	0.01	6.0	0.38	3.00%	0.104	0.21	9.00
A5	0.352	0.01	6.0	0.41	3.00%	0.104	0.21	9.24
A6	0.181	0.01	4.0	0.57	2.00%	0.104	0.27	8.81
A7	0.181	0.01	4.0	0.57	2.00%	0.104	0.27	8.81
B1	0.047	0.01	4.0	0.28	2.00%	0.104	0.16	6.12
B2	0.047	0.01	4.0	0.28	2.00%	0.104	0.16	6.12

6.0 Proposed Facilities

6.1 Drywell

The proposed drywells collect all runoff from the site in Basin 1 and Basin 2. They are designed to have capacity for full detention. Drywell A is 5’ in diameter and 12.5’ deep, while Drywell B is 4’ in diameter and 10’ deep. They are both 10’ away from the structure and will not affect the foundation. An emergency overflow was designed to release the excess runoff through the manhole lid into landscaped areas that flow to the right of way.

Drywell Storage

Drywell	Basins	Diameter	Storage Depth	Internal Volume	External (18" of Screened Rock) Volume	Total Capacity	Required Capacity
(Name)	(#)	(ft)	(ft)	$\pi*H*(D/2)^2$ (ft^3)	$0.3*\pi*H*((D/2)+1.5)^2 - (D/2)^2$ (ft^3)	(ft^3)	(ft^3)
DRYWELL A	1	5	12.5	245	115	360	348
DRYWELL B	2	4	10	126	78	203	179

6.2 Infiltration

Part of the Analysis is to ensure that the drainage structure can completely drain within 24 hours. The minimum depth of perforation the drywell must have is 4’. Below is a calculation showing that there is enough perforation area for the drywell to drain within 24 hours using the percolation rate determined on September 16th, 2013 at 7.5 minutes per inch, or 8 inches per hour. Section 8.5.4.2 was referenced for these calculations.

Drywell A Perforations		
Needed Perforation Area		
Infitration Rate	8	in/hr.
Hydraulic Cond. (K)	0.0002	ft/sec
Required Detention	348.00	ft^3
Required Perforation Area (AP)	43.50	ft^2
Drywell Diameter	5.0	ft
Perforation Depth	4.0	ft
Proposed Perforation Area (AP)	**62.83**	**ft^2**

Drywell B Perforations		
Needed Perforation Area		
Infitration Rate	8	in/hr.
Hydraulic Cond. (K)	0.0002	ft/sec
Required Detention	179.00	ft^3
Required Perforation Area (AP)	22.38	ft^2
Drywell Diameter	4.0	ft
Perforation Depth	4.0	ft
Proposed Perforation Area (AP)	**50.27**	**ft^2**

7.0 Operation and Maintenance

7.1 Drywell

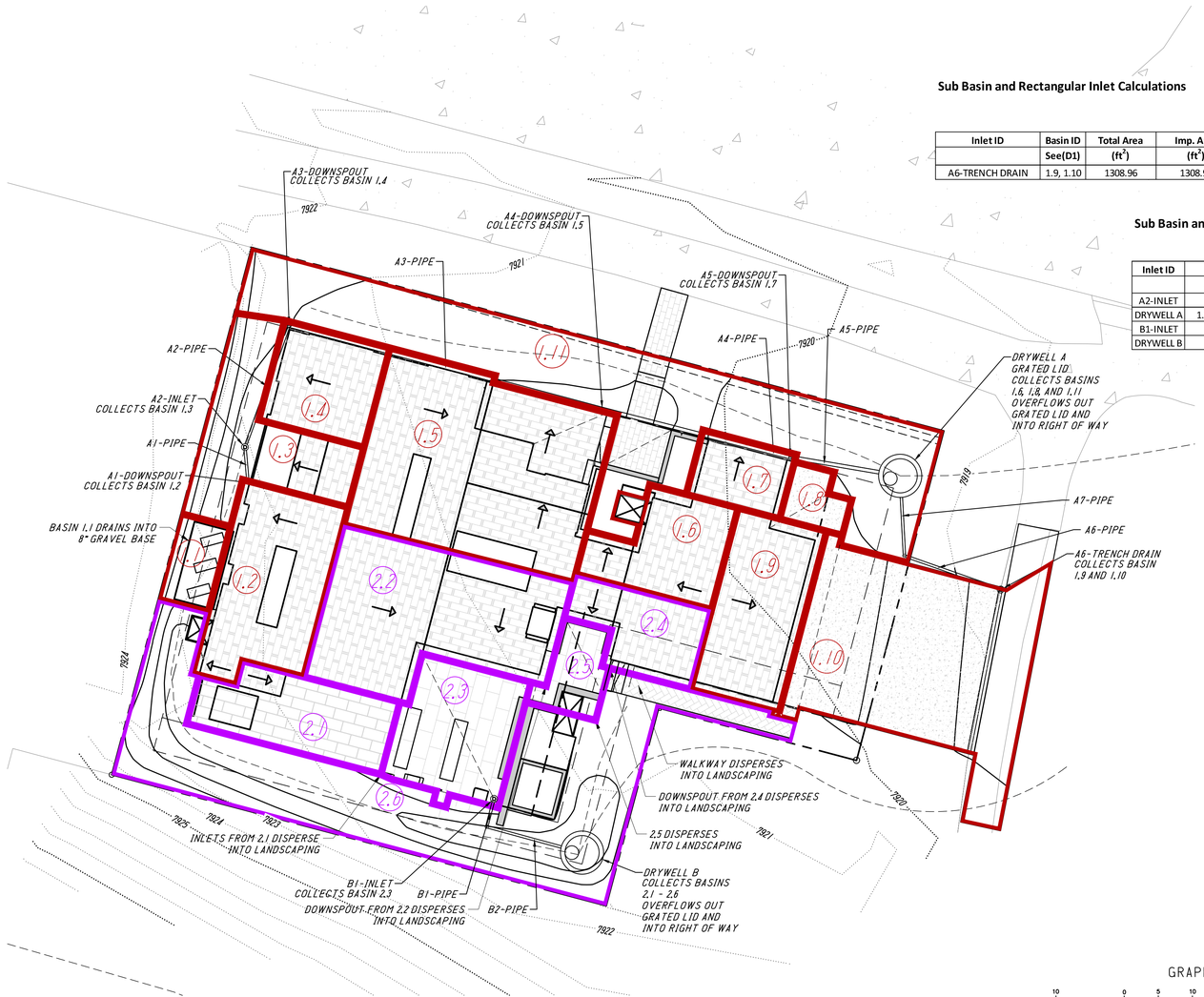
Drywells must be inspected and maintained quarterly to remove sediment and debris that has washed into them. A maintenance plan shall be submitted to the City in the Drainage Report describing the maintenance schedule that will be undertaken by the owners of the new residence or building. Minimum inspection and maintenance requirements include the following:

- Inspect drywells at least four times a year and after every storm exceeding 0.5 inches.
- Dispose of sediment, debris/trash, and any other waste material removed from a drywell at suitable disposal sites and in compliance with local, State, and Federal waste regulations.
- Routinely evaluate the drain-down time of the drywell to ensure the maximum time of 24 hours is not being exceeded. If drain-down times are exceeding the maximum, drain the drywell via pumping and clean out the percolation area (the percolation barrel may be jetted to remove sediment accumulated in perforations. If slow drainage persists, the system may need to be replaced.

8.0 Appendices

Drawings 11x17

Mudflow analysis



GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

Peak Discharge Developed Calculations

					1 Hour(P_1)	1.23
					Return Period	100
Basin ID	Total Area	Imp. Area	Impervious %	C Value	Time of C	Intensity	Q Max
See(D1)	ft^2	ft^2	Percentage	From Table	(T_d)	$I=88.8P_1/(10+T_d)^{01.052}$	ft^3/sec
1.1	97.98	40.70	41.54%	0.500	5	6.33	0.01
1.2	434.54	434.54	100.00%	0.950	5	6.33	0.06
1.3	376.09	134.59	35.79%	0.490	5	6.33	0.03
1.4	240.49	240.49	100.00%	0.950	5	6.33	0.03
1.5	904.22	904.22	100.00%	0.950	5	6.33	0.12
1.6	254.31	254.31	100.00%	0.950	5	6.33	0.04
1.7	138.04	138.04	100.00%	0.950	5	6.33	0.02
1.8	70.93	70.93	100.00%	0.950	5	6.33	0.01
1.9	369.11	369.11	100.00%	0.950	5	6.33	0.05
1.10	939.85	939.85	100.00%	0.950	5	6.33	0.13
1.11	1275.66	96.45	7.56%	0.380	5	6.33	0.07
2.1	302.71	302.71	100.00%	0.950	5	6.33	0.04
2.2	662.36	662.36	100.00%	0.950	5	6.33	0.09
2.3	343.43	343.43	100.00%	0.950	5	6.33	0.05
2.4	209.42	209.42	100.00%	0.950	5	6.33	0.03
2.5	111.77	111.77	100.00%	0.950	5	6.33	0.02
2.6	1314.18	158.38	12.05%	0.400	5	6.33	0.08

Sub Basin and Rectangular Inlet Calculations

						1 Hour(P_1)	1.23				m=40%	Y_s=.04 (Depress inlet by 0.04')	
						Return Period	100				C_c=50%	C_o=0.65	
Inlet ID	Basin ID	Total Area	Imp. Area	Impervious	C Value	Time of Concentration	Intensity	Q Max	Inlet Type	Inlet Width	Inlet Length	Effective Open Area (EQ. 4-20)	Inlet Capacity (EQ 4-19)	Has Capacity
	See(D1)	(ft^2)	(ft^2)	(%)	(From Table)	(T_d)	$I=88.8P_1/(10+T_d)^{1.052}$	(ft^3/sec)	Rectangular	W_o (inches)	L_o (inches)	$A_o=(1-C_c)mW_oL_o$	$Q=C_oA_o\sqrt{2gY_s}$	(Yes/No)
A6-TRENCH DRAIN	1.9, 1.10	1308.96	1308.96	100.00%	0.950	5	6.33	0.181	4" x 24.75'	4	297	1.650	1.656	Yes

Sub Basin and Circular Inlet Calculations

							1 Hour(P_1)	1.23			m=40%	Y_s=.04 (Depress inlet by 0.04')	
							Return Period	100			C_c=50%	C_o=0.65	
Inlet ID	Basin ID	Total Area	Imp. Area	Impervious	C Value	Concentration	Intensity	Q Max	Inlet Type	Diameter	Area(EQ. 4-20)	Inlet Capacity (EQ 4-19)	Has Capacity
	See(D1)	(ft^2)	(ft^2)	(%)	From Table	(T_d)	$I=88.8P_1/(10+T_d)^{1.052}$	ft^3/sec		W_o (inches)	$A_o=(1-C_c)mA$	$Q=C_oA_o\sqrt{2gY_s}$	(Yes/No)
A2-INLET	1.3	376.09	134.59	35.79%	0.490	5	6.33	0.027	12" Round	12	0.157	0.183	Yes
DRYWELL A	1.6, 1.8, 1.11	1600.90	421.69	26.34%	0.460	5	6.33	0.107	24" Round	24	0.628	0.732	Yes
B1-INLET	2.3	343.43	343.43	100.00%	0.950	5	6.33	0.047	8" Round	8	0.070	0.081	Yes
DRYWELL B	2.1-2.6	2943.87	1788.07	60.74%	0.570	5	6.33	0.244	24" Round	24	0.628	0.732	Yes

Storm System Pipes

Pipe System	Pipe	Contibuting Sub-Basins	Peak Flows (CFS)
A	A1	1.2	0.06
	A2	1.2, 1.3	0.09
	A3	1.2-1.4, OS2	0.21
	A4	1.2-1.5, OS2	0.33
	A5	1.2-1.5, 1.7, OS2	0.35
	A6	1.9, 1.10	0.18
	A7	1.9, 1.10	0.18
B	B1	2.3	0.05
	B2	2.3	0.05

Onsite Piping Capacity

K=0.462

Pipe	Combined Design Flow	Manning Coefficient	Flattest Slope	Equation 4-31	Required Diameter	Design Diameter	Design Diameter-80%	Has Capacity@ 80% full
(ID)	Q (ft^3/sec)	n	(%)S0	d=(nQ/KvSo)3/8	(inches)	(inches)	(inches)	Yes/No
A1	0.06	0.01	1.00%	0.20	2.353	4.0	3.200	Yes
A2	0.09	0.01	1.00%	0.23	2.702	4.0	3.200	Yes
A3	0.21	0.01	1.00%	0.31	3.756	6.0	4.800	Yes
A4	0.33	0.01	3.00%	0.30	3.644	6.0	4.800	Yes
A5	0.35	0.01	3.00%	0.31	3.721	6.0	4.800	Yes
A6	0.18	0.01	2.00%	0.26	3.124	4.0	3.200	Yes
A7	0.18	0.01	2.00%	0.26	3.124	4.0	3.200	Yes
B1	0.05	0.01	2.00%	0.16	1.892	4.0	3.200	Yes
B2	0.05	0.01	2.00%	0.16	1.892	4.0	3.200	Yes

SUB BASINS

ROARING FORK ENGINEERING
592 Highway 133
Carbondale, Colorado 81623
ph: (970) 340-4130 f: (866) 876-5873

501 HOPKINS
ASPEN, CO 81611

NUM:	REVISION - DESCRIPTION	DATE	DRAWN BY
1	PERMIT SET	05.23.2016	JKE
2	REVISED PERMIT SET	10.03.2016	JKE
3	REVISED PERMIT SET #2	11.23.2016	JKE
4	CHANGE ORDER	12.21.2016	JKE
5	CHANGE ORDER #2	03.20.2017	JKE

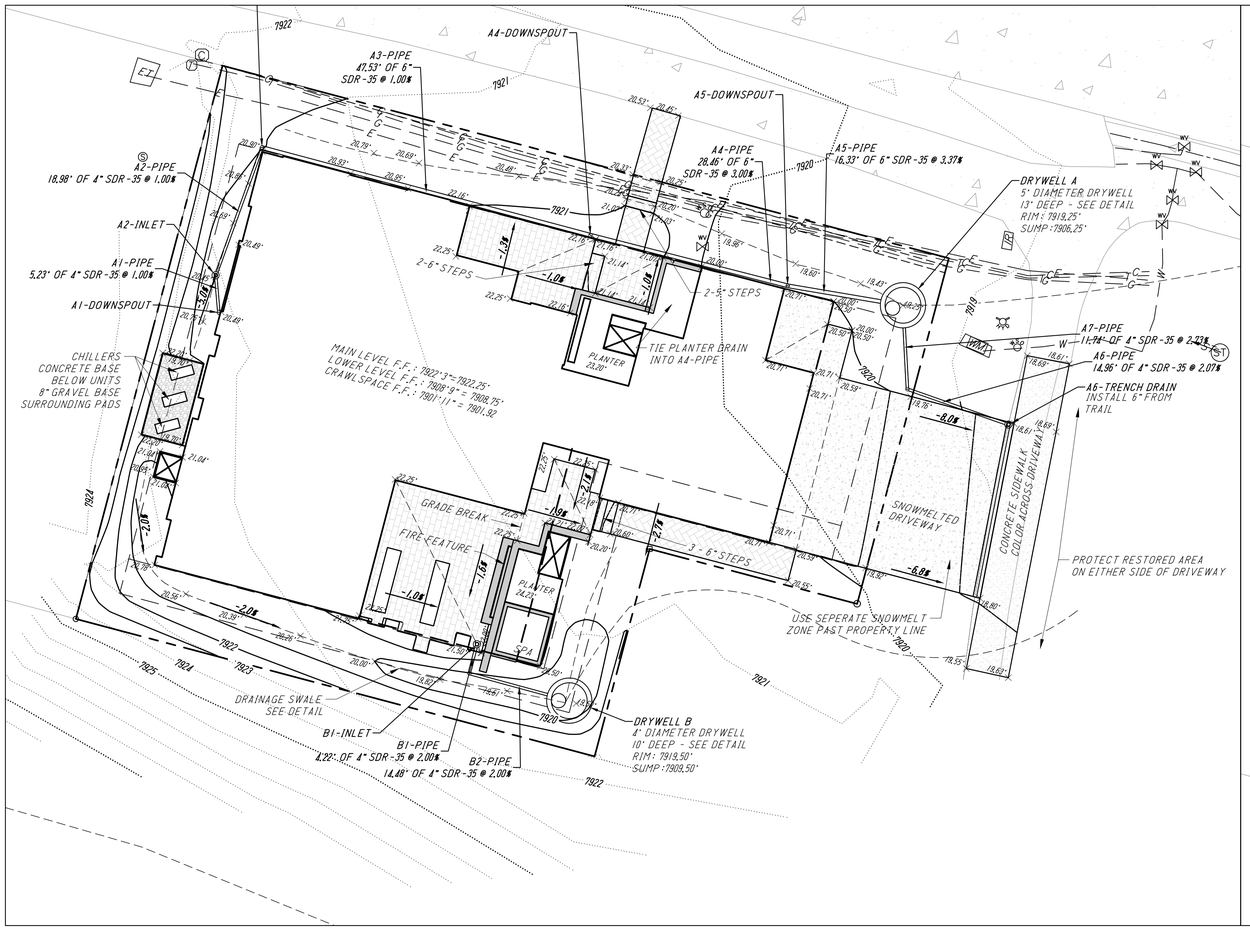
JOB #: 2016-11

CHECKED BY: RBG

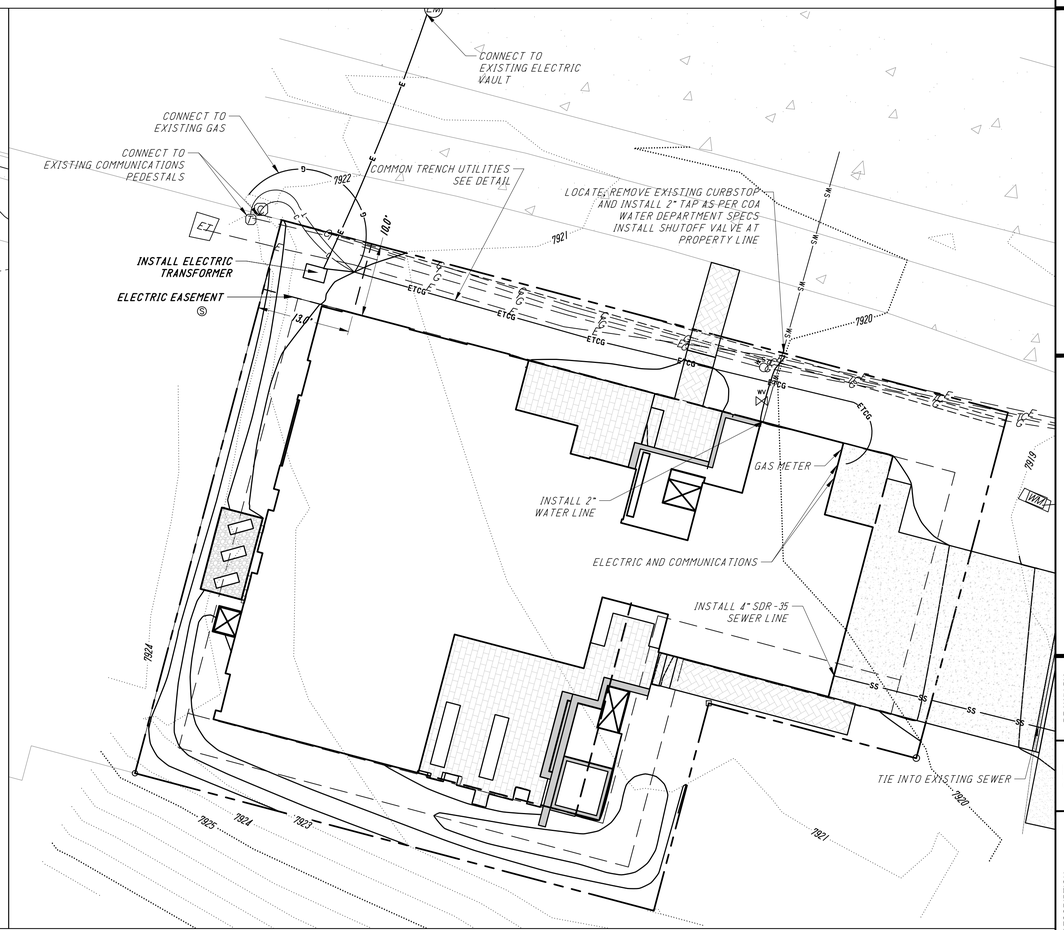
FOR CONSTRUCTION

COLORADO LICENSED
THOMAS B. GOLDEN, INC.
35327
PROFESSIONAL ENGINEER

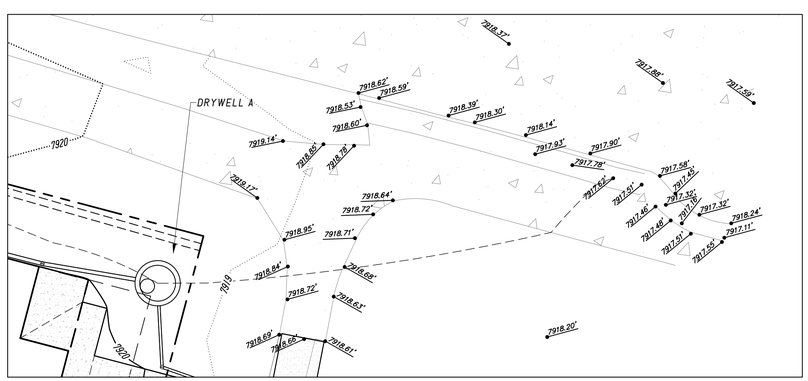
C5
C11



GRADING AND DRAINAGE



UTILITIES



OVERFLOW INTO RIGHT OF WAY

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

GRADING AND UTILITIES

ROARING FORK ENGINEERING
592 Highway 133
Carbondale, Colorado 81623
ph: (970) 340-4130 f: (866) 876-5873

501 HOPKINS
ASPEN, CO 81611

NUM-	REVISION - DESCRIPTION	DATE	DRAWN BY
1	PERMIT SET	05.23.2016	JKE
2	REVISED PERMIT SET	10.03.2016	JKE
3	REVISED PERMIT SET #2	11.23.2016	JKE
4	CHANGE ORDER	12.21.2016	JKE
5	CHANGE ORDER #2	03.20.2017	JKE
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JOB #: 2016-11

CHECKED BY: RBG

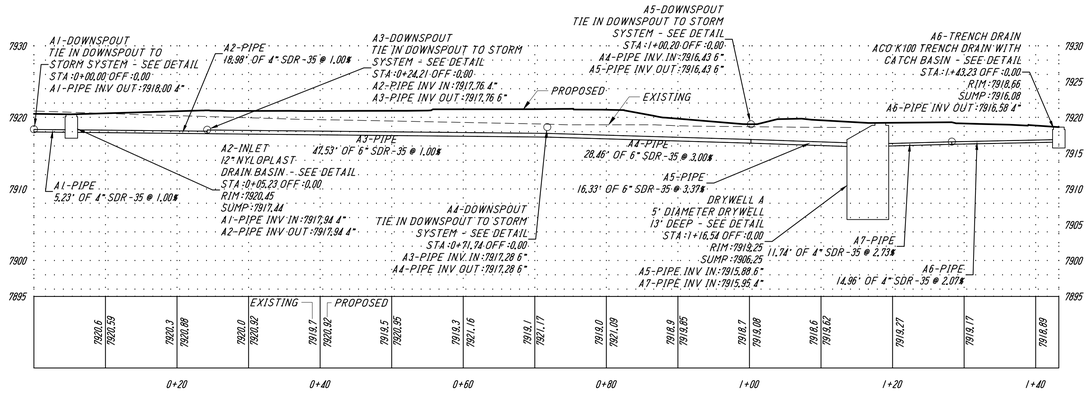
FOR CONSTRUCTION

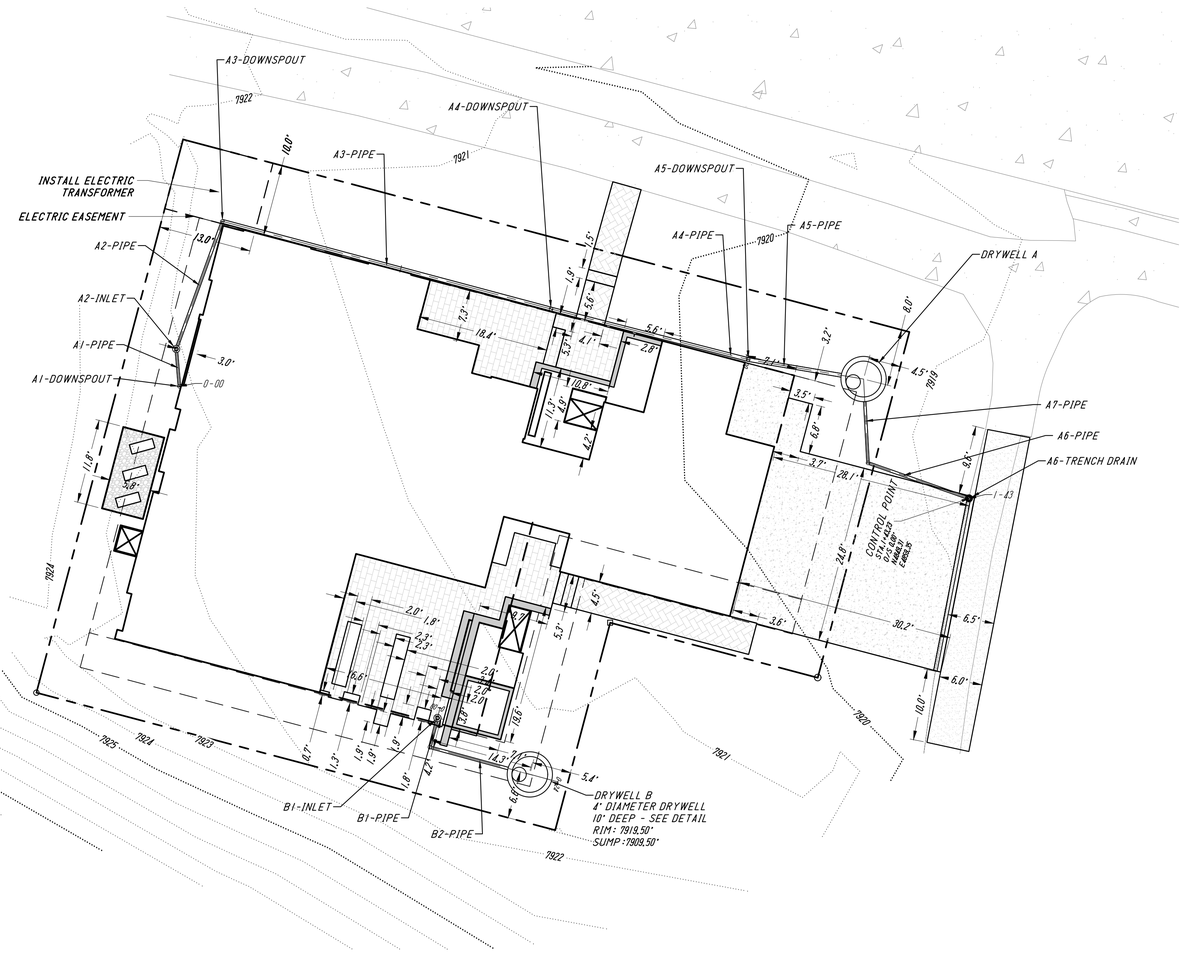
COLORADO LICENSED
RICHARD B. GOLDEN
35327
PROFESSIONAL ENGINEER

C6
C11

STORM SYSTEM A

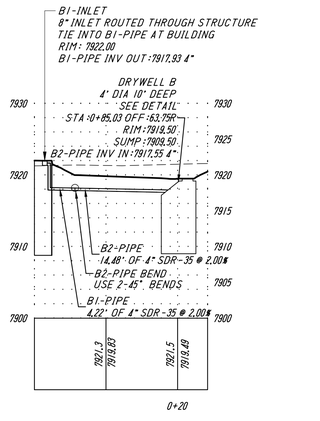
SCALE 1"=10'





STORM SYSTEM B

SCALE 1"=10'



GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

PIPE TABLE		
NAME	BEARING	LENGTH
A1-PIPE	N04° 50' 50"W	5.23'
A2-PIPE	N19° 53' 25"E	18.98'
A3-PIPE	S75° 37' 30"E	47.53'
A4-PIPE	S75° 37' 05"E	28.46'
A5-PIPE	S80° 23' 37"E	16.33'
A6-PIPE	N70° 39' 36"W	14.96'
A7-PIPE	N03° 00' 59"W	11.74'
B1-PIPE	S14° 33' 11"W	4.22'
B2-PIPE	S74° 46' 39"E	14.48'

LAYOUT

ROARING FORK ENGINEERING
592 Highway 133
Carbondale, Colorado 81623
ph: (970) 340-4130 f: (866) 876-5873

501 HOPKINS
ASPEN, CO 81611

NUM-	REVISION - DESCRIPTION	DATE	DRAWN BY
1	PERMIT SET	05.23.2016	JKE
2	REVISED PERMIT SET	10.03.2016	JKE
3	REVISED PERMIT SET #2	11.23.2016	JKE
4	CHANGE ORDER	12.21.2016	JKE
5	CHANGE ORDER #2	03.20.2017	JKE
---	---	---	---
---	---	---	---
---	---	---	---
---	---	---	---

JOB #: 2016-11

CHECKED BY: RBG

FOR CONSTRUCTION

COLORADO LICENSED
RICHARD B. GOLDEN, JR.
38327
PROFESSIONAL ENGINEER

C7
C11

EXHIBIT 11

First American Title™

ALTA Commitment for Title Insurance

ISSUED BY
First American Title Insurance Company

Commitment

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Colorado Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

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

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

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

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

(a) the Notice;

(b) the Commitment to Issue Policy;

(c) the Commitment Conditions;

(d) Schedule A;

(e) Schedule B, Part I—Requirements;

(f) Schedule B, Part II—Exceptions; and

(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

(i) comply with the Schedule B, Part I—Requirements;

(ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or

(iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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

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(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Winter Van Alstine
Issuing Office: Attorneys Title Insurance Agency of Aspen, LLC
Issuing Office's ALTA® Registry ID: 1019587
Loan ID No.:
Commitment No.: 21004788
Issuing Office File No.: 21004788
Property Address: 501 West Hopkins Ave, Aspen, CO 81611

SCHEDULE A

1. Commitment Date: June 7, 2021 at 07:45 AM

2. Policy or Policies to be issued:

	Amount	Premium
A. ALTA Owners Policy (06/17/06) Proposed Insured: TBD	$0.00	$0.00
Certificate of Taxes Due		$0.00
Endorsements:		
Additional Charges:		$0
Total		$0.00

3. The estate or interest in the land described or referred to in this Commitment is Fee simple.

4. The Title is, at the Commitment Date, vested in:

   R.D. Olson Investments II, LLC, a California limited liability company

5. The land referred to in the Commitment is described as follows:

   SEE EXHIBIT A ATTACHED HERETO

   For informational purposes only, the property address is: 501 West Hopkins Ave, Aspen, CO 81611.

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE A
(Continued)

Attorneys Title Insurance Agency of Aspen, LLC

By:

Winter Van Alstine
Authorized Officer or Agent

FOR INFORMATION PURPOSED OR SERVICES IN CONNECTION WITH THIS COMMITMENT, CONTACT: Attorneys Title Insurance Agency of Aspen, LLC, 715 West Main Street, Suite 202, Aspen, CO 81611, Phone: 970 925-7328, Fax: 970 925-7348.

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

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Commitment No: 21004788

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

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

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

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

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

5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.

6. Evidence that all assessments for common expenses, if any, have been paid.

7. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company

8. Warranty Deed must be sufficient to convey the fee simple estate or interest in the land described or referred to herein, from R.D. Olson Investments II, LLC, a California limited liability company, to TBD, the proposed insured, Schedule A, item 2A. NOTE: C.R.S. Section 38-35-109(2) required that a notation of the purchaser's legal address, (not necessarily the same as the property address) be included on the face of the Deed to be recorded.

9. Release of the Deed of Trust from R.D. Olson Investments II, LLC, a California limited liability company, to the Public Trustee of Pitkin County for the benefit of Bank of America, N.A., to secure an indebtedness in the principal sum of $8,500,000.00, and any other amounts and/obligations secured thereby, dated December 13, 2016, and recorded December 15, 2016, as Reception No. 634652.

10. Release of the UCC Financing Statement from R.D. Olson investments II, LLC, debtor, to Bank of America, N.A., the secured party, recorded December 15, 2016, as Reception No. 634651.

11. Release of the Deed of Trust from R.D. Olson Investments II, LLC, a California limited liability company to the Public Trustee of Pitkin County for the benefit of Bank of America, N.A., to secure an indebtedness in the principal sum of $8,500,000.00, and any other amounts and/obligations secured thereby, recorded October 23, 2017 as Reception No. 642498.

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AMERICAN LAND TITLE ASSOCIATION

Schedule BI & BII (Cont.)

12. A copy of the properly signed and executed Operating Agreement if written, for R.D. Olson Investments II, LLC, a California limited liability company, to be submitted to the Company for review.

13. Certificate of Good Standing from the California Secretary of State for R.D. Olson Investments II, LLC, a California limited liability company.

14. Record a Statement of Authority to provide prima facie evidence of existence of R.D. Olson Investments II, LLC, a California limited liability company, an entity capable of holding property, and the name of the person authorized to execute instruments affecting title to real property as authorized by C.R.S. Section 38-30-172.

15. Additional Requirements may be included once the name of the Buyer is provided.

16. Improvement Survey Plat sufficient in form, content and certification acceptable to the Company. Exception will be taken to adverse matters disclosed thereby.

17. This Title Commitment is subject to underwriter approval.

Commitment No.: 21004788

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

2. Easements, or claims of easements, not shown by the Public Records.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.

4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.

5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

   Note: Exception number 5. will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment

6. Any and all unpaid taxes, assessments and unredeemed tax sales.

7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.

8. Any water rights, claims of title to water, in, on or under the Land.

9. Taxes and assessments for the year 2021, and subsequent years, a lien not yet due or payable.

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10. Reservations and exceptions as set forth in the Deed from the City of Aspen dated July 26, 1888, and recorded August 28, 1888, in Book 59 at Page 476, as Reception No. 025593.

11. Reservations and exceptions as set forth in the Deed from the City of Aspen dated April 4, 1892, and recorded April 4, 1892, in Book 79 at Page 43, as Reception No. 046622.

12. Any and all notes, easements and recitals as disclosed on the Official Map of the City of Aspen recorded December 16, 1959, as Reception No. 109023.

13. Terms, conditions, provisions, agreements and obligations specified under Ordinance No. 6 (series of 1959, An Ordinance Accepting a Map Entitled "Official Map of the City of Aspen, Pitkin County, State of Colorado," as the Official Map of the City of Aspen: Providing for Dedication of all Streets and Alleys, Except Such Streets and Alleys Heretofore Vacated; And Providing for the Filing of Said Map, Field Notes, and Supplemental Plats with the Clerk and Recorder for Pitkin County, dated November 2, 1959, and recorded December 18, 1959, in Book 189 at Page 354 as Reception No. 109043; and any and all notes, easements and recitals as disclosed on the Willets Map recorded November 12, 1969 in Plat Book 4 at Page 27 as Reception No. 137902.

14. Any and all notes, easements and recitals as disclosed on the recorded plat of Boomerang Lodge, Ltd., recorded September 27, 1999, in Plat Book 51 at Page 28, as Reception No. 435910.

15. Terms, conditions, provisions, agreements and obligations specified under the Easement dated April 15, 2003, and recorded April 18, 2003, as Reception No. 481651.

16. Terms, conditions, provisions, agreements and obligations specified under the Ordinance No. 6 (Series of 2006) An Ordinance of the City of Aspen City Council Rezoning the "Boomerang Vacant Parcel" to the R-6 (Medium - Density Residential) Zone District and Approving a Lot Split, Creating Lots 1 and 2 of the Boomerang Lot Split, City of Aspen, Pitkin County, Colorado, dated April 10, 2006, and recorded June 16, 2006, as Reception No. 525368.

17. Terms, conditions, provisions, agreements and obligations specified under the Subdivision Exemption Agreement for the Boomerang Lot Split by and between Aspen FSP - ABR, LLC, a Delaware limited liability company and The City of Aspen, dated June 16, 2006, and recorded June 16, 2006, as Reception No. 525369.

18. Any and all notes, easements and recitals as disclosed on the recorded Boomerang Lot Split Subdivision Exemption Plat, recorded June 16, 2006, in Plat Book 79 at Page 70, as Reception No. 525370.

19. Terms, conditions, provisions, agreements and obligations specified under the Resolution of the Aspen Planning and Zoning Commission Denying a Variance from the Rear Yard Setback and Approving Variances from the Garage Placement and Window Height Residential Design Standards to Construct a Single-Family Residence at 501 West Hopkins Avenue, City of Aspen, Pitkin County, Colorado (Resolution No. 8 - Series of 2013) recorded March 28, 2013, as Reception No. 598071.

20. Terms, conditions, provisions, agreements and obligations specified under the Bargain and Sale Deed, recorded December 10, 2015, as Reception No. 625448.

21. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement dated February 16, 2017, and recorded March 1, 2017, as Reception No. 636495.

22. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement dated December 30, 2016, and recorded March 1, 2017, as Reception No. 636496.

23. Terms, conditions, provisions, agreements and obligations specified under the Revocable Encroachment License Application dated November 15, 2018, and recorded Deceber 12, 2018, as Reception No. 652552.

24. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.

Exhibit A

File No.: 21004788

The Land referred to herein below is situated in the County of Pitkin, State of Colorado, and is described as follows:

Lot 1, BOOMERANG LOT SPLIT, a Planned Community, according to the Plat recorded June 16, 2006, in Plat Book 79 at Page 70, as Reception No. 525370, Pitkin County, Colorado.

First American Title™

DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds $100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing Protection Letter which may, upon request, be provided to certain parties to the transaction identified in the commitment.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

ATTORNEYS TITLE INSURANCE AGENCY OF ASPEN, LLC
715 West Main Street, Suite 202
Aspen, CO 81611

Attorneys Title Insurance Agency of Aspen, LLC

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V. of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through it affiliates, from sharing non-public personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of ***Attorneys Title Insurance Agency of Aspen, LLC.***

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on application or other forms.
- Information about your transactions we secure from out files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customer to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

First American Title™

Privacy Notice

Effective: November 1, 2019

Notice Last Updated: November 1, 2019

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit https://www.firstam.com/privacy-policy/index.html. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

How Do We Collect Your Information? We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

How Do We Share Your Personal Information? We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal Information? The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

How Long Do We Keep Your Personal Information? We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE**.

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

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For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any away if you choose to exercise your rights under the CCPA.

Collection Notice. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected **personal information** include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
Business Purpose for Collection	The business purposes for which we've collected **personal information** include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity

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Categories of Third Parties Shared	The categories of third parties with whom we've shared **personal information** include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties

Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

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Land Title Guarantee Company
Customer Distribution

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

Order Number: **Q62012779** Date: **05/10/2021**

Property Address: **TBD HOPKINS AVENUE, ASPEN, CO 81611**

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

For Closing Assistance
Kimberly Szczesny
533 E HOPKINS #102
ASPEN, CO 81611
(970) 925-1678 (Work)
(303) 393-4870 (Work Fax)
kparham@ltgc.com
Contact License: CO414945
Company License: CO44565

Closing Processor
Marc Obadia
533 E HOPKINS #102
ASPEN, CO 81611
(970) 925-1678 (Work)
(800) 318-8202 (Work Fax)
mobadia@ltgc.com
Company License: CO44565

For Title Assistance
Land Title Roaring Fork Valley Title Team
533 E HOPKINS #102
ASPEN, CO 81611
(970) 927-0405 (Work)
(970) 925-0610 (Work Fax)
valleyresponse@ltgc.com

Buyer/Borrower
A BUYER TO BE DETERMINED
Delivered via: No Commitment Delivery

Agent for Seller
KLEIN COTE EDWARDS CITRON LLC
Attention: JOSEPH EDWARDS
101 S MILL ST # 200
ASPEN, CO 81611
(970) 925-8700 (Work)
(970) 925-3977 (Work Fax)
jee@kceclaw.com
Delivered via: Electronic Mail

Seller/Owner
RD OLSON INVESTMENTS II LLC
Delivered via: No Commitment Delivery

Land Title Guarantee Company
Estimate of Title Fees

Order Number: **Q62012779** Date: **05/10/2021**

Property Address: **TBD HOPKINS AVENUE, ASPEN, CO 81611**

Parties: **A BUYER TO BE DETERMINED**

R.D. OLSON INVESTMENTS II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

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

Estimate of Title insurance Fees	
"TBD" Commitment	$217.00
	Total $217.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

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

Chain of Title Documents:

Pitkin county recorded 12/28/2018 under reception no. 652984

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: Q62012779

Property Address:

TBD HOPKINS AVENUE, ASPEN, CO 81611

1. **Effective Date:**

   04/30/2021 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured:**

   "TBD" Commitment $0.00
   Proposed Insured:
   A BUYER TO BE DETERMINED

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

   A FEE SIMPLE

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

   R.D. OLSON INVESTMENTS II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

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

LOT 19, LYING AND BEING SITUATED IN SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, PITKIN COUNTY, COLORADO, AS SHOWN ON THE BUREAU OF LAND MANAGEMENT PLAT OF THE DEPENDENT RESURVEY AND SURVEY FOR TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COLORADO, APPROVED FEBRUARY 14, 1980 AND RECORDED DECEMBER 8, 1986, IN PITKIN COUNTY RECORDS IN BOOK 524 AT PAGE 552.

COUNTY OF PITKIN,
STATE OF COLORADO.

LOT 21, LYING AND BEING SITUATED IN SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, PITKIN COUNTY, COLORADO, AS SHOWN ON THE BUREAU OF LAND MANAGEMENT PLAT OF THE DEPENDENT RESURVEY AND SURVEY FOR TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COLORADO, APPROVED FEBRUARY 14, 1980, AND RECORDED DECEMBER 8, 1986 IN PITKIN COUNTY RECORDS IN BOOK 524 AT PAGE 552.

COUNTY OF PITKIN,
STATE OF COLORADO.

LOT 34, LYING AND BEING SITUATED IN SECTION 13, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, PITKIN COUNTY, COLORADO, AS SHOWN ON THE BUREAU OF LAND MANAGEMENT PLAT OF THE DEPENDENT RESURVEY AND SURVEY FOR TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COLORADO, APPROVED FEBRUARY 14, 180, AND RECORDED DECEMBER 8, 1986, IN PITKIN COUNTY RECORDS IN BOOK 524 AT PAGE 552.

COUNTY OF PITKIN,
STATE OF COLORADO

EXTRA LODE MINING CLAIM, U.S.M.S. NO. 4712,
EMBRACING A PORTION OF TOWNSHIP 10 SOUTH, RANGE 85 WEST, OF THE SIXTH PRINCIPAL MERIDIAN LOCATED IN THE ROARING FORK MINING DISTRICT.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: Q62012779

COUNTY OF PITKIN,
STATE OF COLORADO.

ALL THAT PORTION OF THE COPPEROPOLIS LODE MINING CLAIM, U.S.M.S. NO. 1759 WHICH LIES WEST OF THE WEST SIDE LINE OF THE PRIDE OF ASPEN LODE MINING CLAIM, U.S.M.S. NO. 7364, BETWEEN CORNERS NO. 3 AND 4 OF THE PRIDE OF ASPEN LODE. LOCATED IN THE ROARING FORK MINING DISTRICT,

COUNTY OF PITKIN,
STATE OF COLORADO.

PRIDE OF ASPEN LODE MINING CLAIM U.S.M.S. NO. 7364, LOCATED IN THE ROARING FORK MINING DISTRICT.

COUNTY OF PITKIN,
STATE OF COLORADO.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: Q62012779

All of the following Requirements must be met:

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

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

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

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

1. CERTIFICATE OF GOOD STANDING OF R.D. OLSON INVESTMENTS II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ISSUED BY THE SECRETARY OF STATE OF CALIFORNIA.
2. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR R.D. OLSON INVESTMENTS II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY RECORDED DECEMBER 28, 2018 AT RECEPTION NO. **652983** IS CURRENT.

   NOTE: SAID INSTRUMENT DISCLOSES ROBERT D. OLSON AS THE SOLE MEMBER AND MANAGER AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.
3. GOOD AND SUFFICIENT DEED FROM R.D. OLSON INVESTMENTS II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

   NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: Q62012779

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

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. 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 MAY 20, 1949 IN BOOK 175 AT PAGE 198.
9. 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 MAY 20, 1949 IN BOOK 175 AT PAGE 182.
10. 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 MAY 20, 1949 IN BOOK 175 AT PAGE 163.
11. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF A PERPETUAL RIGHT OF WAY AS SET FORTH IN AGREEMENT RECORDED APRIL 6, 1901 IN BOOK 142 AT PAGE 366.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: Q62012779

12. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS SET FORTH IN DECREE RECORDED NOVEMBER 1, 1968 IN BOOK 237 AT PAGE **155** AND IN STIPULATION RECORDED NOVEMBER 1, 1968 IN BOOK 237 AT PAGE **158**.

13. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED JANUARY 8, 1975 IN BOOK 295 AT PAGE **435** AND RERECORDED MARCH 3, 1975 IN BOOK 296 AT PAGE **711**.

14. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BUREAU OF LAND MANAGEMENT PLAT OF THE DEPENDENT RESURVEY AND SURVEY FOR TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN RECORDED DECEMBER 08, 1986 IN BOOK 524 AT PAGE **552**.

    NOTE:THIS COPY WHICH IS RECORDED IN THE PITKIN COUNTY CLERK AND RECORDERS OFFICE IS ILLEGIBLE, THE FOLLOWING COPY OF THIS SURVEY IS FROM THE BUREAU OF LAND MANAGEMENT WEBSITE AND UPLOADED AS OUR ESI **36512381**

15. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF PERPETUAL NON-EXCLUSIVE EASEMENT AS SET FORTH IN QUIT CLAIM DEED RECORDED NOVEMBER 20, 1987 IN BOOK 551 AT PAGE **409**.

16. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF RESOLUTION OF THE PITKIN COUNTY BOARD OF COUNTY COMMISSIONERS, NO. 68, SERIES OF 2012 RECORDED NOVEMBER 13, 2012 AS RECEPTION NO. **593895**.

17. ANY QUESTION, DISPUTE OR ADVERSE CLAIMS AS TO ANY LOSS OR GAIN OF LAND AS A RESULT OF ANY CHANGE IN THE RIVER BED LOCATION BY NATURAL OR OTHER THAN NATURAL CAUSES, OR ALTERATION THROUGH ANY CAUSE, NATURAL OR UNNATURAL, OF THE CENTER THREAD, BANK, CHANNEL OR FLOW OF WATERS IN THE CASTLE CREEK LYING WITHIN SUBJECT LAND; AND ANY QUESTION AS TO THE LOCATION OF SUCH CENTER THREAD, BED, BANK OR CHANNEL AS A LEGAL DESCRIPTION MONUMENT OR MARKER FOR PURPOSES OF DESCRIBING OR LOCATING SUBJECT LANDS UPLOADED AS OUR ESI **36512969**.

18. ANY RIGHTS, INTERESTS OR EASEMENTS IN FAVOR OF THE UNITED STATES OF AMERICA, THE STATE OF COLORADO, OR THE PUBLIC, WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PAST AND PRESENT BED, BANKS OR WATERS OF CASTLE CREEK UPLOADED AS OUR ESI **36512969**.

LAND TITLE GUARANTEE COMPANY
DISCLOSURE STATEMENTS

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

(A) The Subject real property may be located in a special taxing district.

(B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).

(C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

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

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

(A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.

(B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.

(C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.

(D) The Company must receive payment of the appropriate premium.

(E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

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

(A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

(B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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

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

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

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

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

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

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

  and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

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

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

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

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

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

Commitment For Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

COMMITMENT CONDITIONS

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements; and
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**

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

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

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

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

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

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

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

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

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

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

Senior Vice President

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

By *President*

Attest *Secretary*

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

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STATEMENT OF AUTHORITY
(Section 38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity named R.D. Olson Investments II, LLC.

2. The type of entity is a limited liability company.

3. The entity is formed under the laws of California.

4. The mailing address for the entity is 520 Newport Center Dr #600, Newport Beach, CA 92662

5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is Robert D. Olson, Managing Member.

6. The authority of the foregoing person(s) to bind the entity is not limited.

7. Other matters concerning the manner in which the entity deals with interests in real property: none.

8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

Executed this 9 day of June, 2021.

R. D. Olson Investments II, LLC

By: _____
Robert D. Olson, Managing Member

STATE OF _____)
) ss. (see Notary Attachment)
COUNTY OF _____)

The foregoing instrument was acknowledged before me the ___ day of _____, 2021, by Robert D. Olson, as Managing Member of R.D. Olson Investments II, LLC, a _____ limited liability company.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

RECEPTION#: 677666, R: $18.00, D: $0.00
DOC CODE: AUTH
Pg 1 of 2, 06/15/2021 at 03:17:39 PM
Janice K. Vos Caudill, Pitkin County, CO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On June 9, 2021 before me, Sharon Ying, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Robert D. Olson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SHARON YING
Notary Public - California
Orange County
Commission # 2287629
My Comm. Expires May 22, 2023

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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EXHIBIT 12

R.D. Olson Investments II, LLC
520 Newport Center Drive, Suite 600
Newport Beach, CA 92660

June 9, 2021

City of Aspen
Community Development Department
130 South Galena Street, Third Floor
Aspen, Colorado 81611

Re: Lot 1, Boomerang Lot Split Subdivision Exemption Plat, City of Aspen (501 W. Hopkins Avenue; Parcel ID No. 2735-124-66-002)

Ladies and Gentlemen:

I am writing as Managing Member of R.D. Olson Investments II, LLC, a California limited liability company, which is the owner of the above Property.

In its capacity as owner of the Property, R.D. Olson Investments II, LLC desires to apply for, pursue and obtain at its own expense the City of Aspen's approval of certain proposed modifications to the Property.

This letter shall confirm that R.D. Olson Investments II, LLC authorizes Haas Land Planning, LLC, and Jody Edwards, Esq., to apply for, pursue and obtain the City of Aspen's approval of modifications to the Property, which approvals may include but not be limited to major subdivision, amendment of the official zoning map, variances, GMQS approvals, Planning and Zoning Commission approval, City Council approval, and any other approvals and land use approvals, including but not limited to an election of the general public, which may be required by the City of Aspen.

Please contact the undersigned with any questions.

R.D. Olson Investments II, LLC, a California limited liability company

By: Robert Olson,
Its: Managing Member

EXHIBIT 12

R.D. Olson Investments II, LLC
520 Newport Center Drive, Suite 600
Newport Beach, CA 92660

June 9, 2021

City of Aspen
Community Development Department
130 South Galena Street, Third Floor
Aspen, Colorado 81611

Re: Lot 1, Boomerang Lot Split Subdivision Exemption Plat, City of Aspen (501 W. Hopkins Avenue; Parcel ID No. 2735-124-66-002)

Ladies and Gentlemen:

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Please contact the undersigned with any questions.

R.D. Olson Investments II, LLC, a California limited liability company

By: Robert Olson,
Its: Managing Member

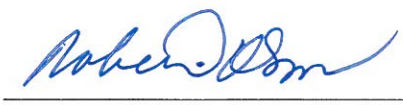

EXHIBIT 13

Pitkin County Mailing List of 300 Feet Radius
From Parcel: 273512466002 on 06/09/2021

PITKIN COUNTY

Instructions:

This document contains a Mailing List formatted to be printed on Avery 5160 Labels. If printing, DO NOT "fit to page" or "shrink oversized pages." This will manipulate the margins such that they no longer line up on the labels sheet. Print actual size.

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http://www.pitkinmapsandmore.com

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2200 GRAND AVE
GLENWOOD SPRINGS, CO 81601

SCOTT BUILDING CONDO ASSOC
400 W HOPKINS AVE
ASPEN, CO 81611

501 MAIN ASPEN LLC
ALDRICH PL #200 OTTAWA AVE NW
GRAND RAPIDS, MI 49503

WASHBURN SERENE MARIE V
605 W HOPKINS AVE #205
ASPEN, CO 81611

430 WEST HOPKINS CONDO ASSOC
COMMON AREA
432 W HOPKINS AVE
ASPEN, CO 81611

KURKULIS PATSY & PAUL R
605 W HOPKINS AVE #201
ASPEN, CO 81611

LITTLE AJAX CONDO ASSOC
605 W HOPKINS #006
ASPEN, CO 81611

SCHULMAN WILLIAM PAUL
301 MERCER BLVD
CHARLEVOIX, MI 49720

JEWISH RESOURCE CENTER CHABAD OF AS
435 W MAIN ST
ASPEN, CO 81612

HERNANDEZ ROBERTO PABLO REV TRUST
1901 BRICKELL AVE #B913
MIAMI, FL 33129

POTTS LEAH S
605 W HOPKINS AVE #102
ASPEN, CO 81611

PERRY IAN MICHAEL
426 E HYMAN AVE
ASPEN, CO 81611

SAMUEL JOSHUA MOSES
PO BOX 756
DILLON, CO 80435

JOHNSTON FAMILY TRUST
2018 PHALAROPE
COSTA MESA, CA 92626

R D OLSON INVESTMENTS II LLC
520 NEWPORT CENTER DR #600
NEWPORT BEACH, CA 92660

NIX ROBERT JR
PO BOX 3694
ASPEN, CO 81612

TOMS CONDO LLC
6 SHULL FARM RD
ERWINNA , PA 18920

SHERWIN ENTERPRISES LLC
1714 VISTA ST
DURHAM, NC 27701

SLONE MICHAEL DAVID II
4476 WATERSIDE CT
FAYETTEVILLE, AR 72703

SGSG ASPEN CONDO LLC
8100 E UNION AVE #2303
DENVER, CO 80237

501 WEST MAIN LLC
532 E HOPKINS AVE
ASPEN, CO 816111818

KATZMAN LORI ANN
301 MERCER BLVD
CHARLEVOIX, MI 49720

CITY OF ASPEN
130 S GALENA ST
ASPEN, CO 81611

HORNE CHRISTOPHER & BRANDI
5214 BUCKMAN MTN RD
AUSTIN, TX 78746

01037H TRUST
715 N SIERRA DR
BEVERLY HILLS, CA 90210

FELER LAURIE & CLAUDIO
550 FOX RUN
CARBONDALE, CO 81623

CARROLL MEREDITH & ARTHUR
605 W HOPKINS AVE #210
ASPEN, CO 81611

DAUCH KARIN
80 4TH AVE #7A
NEW YORK, NY 10003

TODD SHANE
PO BOX 2654
ASPEN, CO 81612

SMITH ANDREW C & DONNA G
3622 SPRINGBROOK ST
DALLAS, TX 75205

WESTERNOFF TRENT & NAZLY FAMILY TRU
724 10TH ST
MANHATTAN BEACH, CA 90266

ERICKSON A RONALD
605 W HOPKINS AVE #211
ASPEN, CO 81611

400 W HOPKINS CONDO LLC
5403 NEOLA DR
DALLAS, TX 75209

AMAYA JOSE ANTONIO & BLANCA E ARGUE
605 W HOPKINS AVE #103
ASPEN, CO 81611

MADSEN MARTHA W
608 W HOPKINS AVE APT 9
ASPEN, CO 81611

STUART DANIEL S & TAMARA B
PO BOX 3274
ASPEN, CO 81612

STERTZER ELIANE C
PO BOX 8677
ASPEN , CO 81612

STASPEN LLP
229 PEACHTREE HILLS AVE NE #438
ATLANTA , GA 303094420

UTOPIA LIVING ASPEN LLC
225 GEORGINA AVE
SANTA MONICA, CA 90402

ANGELOV DIMTAR S & DANIEL D
605 W HOPKINS AVE #209
ASPEN, CO 81611

WENDT ROBERT E II
350 MT HOLYOKE AVE
PACIFIC PALISADES, CA 90272

YOUNG PAUL III FAMILY TRUST
413 W HOPKINS AVE
ASPEN, CO 816111603

FRANSEN ERIN M & GREGORY H
605 W HOPKINS UNIT 206
ASPEN, CO 81611

FOSTER LOT 2 LLC
625 E HYMAN AVE #201
ASPEN, CO 81611

LITTLE AJAX CONDO ASSOC
605 W HOPKINS AVE
ASPEN, CO 81611

HOPKINS & FOURTH LLC
625 E MAIN ST UNIT 102B #401
ASPEN, CO 81611

TUCKER LUCY LEA
PO BOX 1480
ASPEN, CO 81611

LINDAUER REBECCA F
1115 ELM ST
AUSTIN, TX 78703

WERLIN LAURA B TRUST
2200 PACIFIC AVE #12F
SAN FRANCISCO, CA 94115

LOT 2 BOOMERANG LOT SPLIT
533 E HOPKINS AVE 3RD FL
ASPEN, CO 81611

VOSS NATALIE
605 W HOPKINS AVE #204
ASPEN, CO 81611

521-523 W HOPKINS AFFORD HOUSING HOA
521 W HOPKINS AVE
ASPEN, CO 81611

HESSIAN ASPEN LLC
1470 GENE ST #B
WINTER PARK, FL 327894881

ALPINE BANK
2200 GRAND AVE
GLENWOOD SPRINGS, CO 81601

CHRISTIANA UNIT D101 LLC
PO BOX 4937
ASPEN , CO 81612

RAINBOW CONNECTION PROPERTIES LLC
151 SUMMER ST #771
MORRISON, CO 80465

NAVIAS CRAIG & ESTHER TRUST
PO BOX 4390
ASPEN, CO 81612

MARY B LOT 2 LLC
855 EL CAMINO REAL STE 13A BOX #249
PALO ALTO, CA 94301

PROMISE LAND LLC
6412 S QUEBEC ST
ENGLEWOOD, CO 801114628

CITY OF ASPEN
130 S GALENA ST
ASPEN, CO 81611

400 W HOPKINS CONDO LLC
5403 NEOLA DR
DALLAS, TX 75209

DENBY SAMUEL ROBERT
501 W MAIN ST #A101
ASPEN, CO 816111617

SHEA LAYNE & MICHAEL
605 W HOPKINS AVE #202
ASPEN, CO 81611

MCGUIRE JENNIFER ERIN
501 E DEAN ST
ASPEN, CO 81611

MCCLURE MARY
605 W HOPKINS AVE #207
ASPEN, CO 81611

SCHALL FAMILY TRUST
3841 HAYVENHURST DR
ENCINO, CA 91436

MARSHALL ALISON & JOSHUA
605 W HOPKINS AVE #212
ASPEN, CO 81611

CONNERFAMILY LLC
PO BOX 38
PALISADE, CO 81526

WELLES PETER S & SONDRA T
5343 CR 100
CARBONDALE, CO 81623

ALPINE BANK
2200 GRAND AVE
GLENWOOD SPRINGS, CO 81601

BLACK BENJAMIN F & ALICE M
605 W HOPKINS AVE #208
ASPEN, CO 81611

PROMISE LAND LLC
6412 S QUEBEC ST
ENGLEWOOD, CO 801114628

GOLDENBERG STEPHEN R
430 W HOPKINS #2
ASPEN, CO 81611

GOLDSTONE JONNA A
605 W HOPKINS AVE # 203
ASPEN, CO 81611

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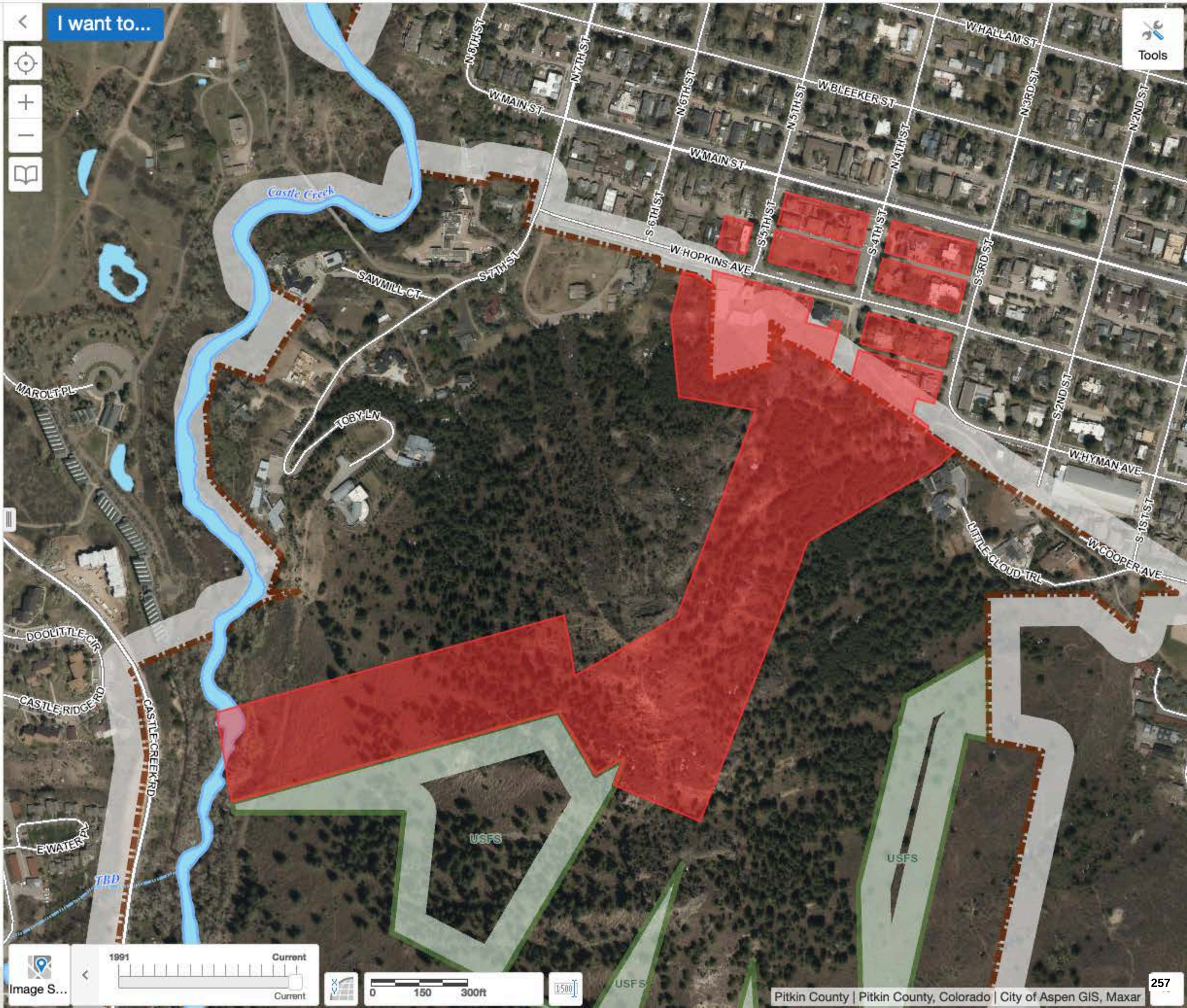


CITY OF ASPEN

MEMORANDUM

TO: Aspen Planning & Zoning Commission

FROM: Kevin Rayes, Planner

THRU: Amy Simon, Planning Director

RE: 501 West Hopkins Avenue: Planned Development- Detailed Review

MEETING DATE: August 3, 2021

Applicant:
R.D. Olson Investments II, LLC

Representative:
Mitch Haas, Haas Land Planning LLC,
420 East Main Street, Suite 220

Location:
501 West Hopkins Avenue, legally described as Lot 1, Boomerang Lot Split, a Planned Community, according to the Plat recorded June 16, 2006, in Plat Book 79 at Page 70, as Reception No. 525370, Pitkin County, Colorado.

Current Zoning:
Medium-Density Residential (R-6)

Summary:
As part of the proposed land exchange for the Pride of Aspen Mining Claim, the applicant requests a recommendation for Planned Development- Detailed Review to memorialize existing conditions on the subject property to obtain a Final Planned Development Approval (pending a recommendation for Planned Development-Project Review).

Staff Recommendation:
Pursuant to the Land Use Code, approval of Project Review and Detailed Review together constitute a Final Planned Development approval. Both reviews are needed for a Planned Development to become official.

Detailed review is intended to perfect and finalize the detailed aspects of the project within the parameters established during Project Review. No development is proposed as part of this review. The purpose of this request is to memorialize existing conditions on the property.

Staff recommends *approval* of the request for Detailed Review.

Figure 1: Subject property

REQUEST OF THE PLANNING AND ZONING COMMISSION:

The Applicant is requesting a recommendation of approval from the Planning and Zoning Commission for a Planned Development-Detailed Review. The recommendation from this hearing will be reviewed by City Council in August and is subject to a public vote in November.

Planned Development- Detailed Review (Land Use Code Section 26.445.070)

Detailed review is intended to perfect and finalize the detailed aspects of the project within the parameters established during Project Review. In this instance, no development is proposed so most of the review criteria associated with Detailed Review are not applicable. However, approval of Detailed Review is required to move the proposed land exchange forward to a public vote.

PROJECT SUMMARY & STAFF COMMENTS:

Pursuant to the Land Use Code, approval of Project Review and Detailed Review together constitute a Final Planned Development Approval. Both reviews are needed for a Planned Development to become official.

Staff has included two memos and two resolutions in the P&Z packet regarding two separate public hearings, all of which pertain to the same land use case- the Pride of Aspen land exchange. The first hearing requests a recommendation for the following reviews: Major Subdivision- Vehicular Rights-of-Way, Amendments to the Land Use Code and Zone District Map, Planned Development Review- Project Review and Growth Management Review.

Pending a recommendation for these reviews, staff asks that the Planning & Zoning Commission close the first hearing and open a second hearing to review the request for a Planned Development-Detailed Review.

By obtaining a recommendation for Project Review and Detailed Review, the application may move forward to City Council without returning to the Planning and Zoning Commission at a later date. Staff believes that obtaining a recommendation for Detailed Review concurrently with Project Review is appropriate in this instance because no development is proposed as part of this application. A recommendation for Detailed Review will simply memorialize existing conditions on the site. Any development that is proposed in the future will be subject to the appropriate reviews.

RECOMMENDATION

Staff recommends the Planning and Zoning Commission (P&Z) *approve* the request for Detailed Review.

ATTACHMENTS:

Resolution #___, Series of 2021
Exhibit A| Planned Development- Detailed Review | Staff Findings
Exhibit 2 | Application

RESOLUTION # XX
(SERIES OF 2021)

A RESOLUTION OF THE ASPEN PLANNING AND ZONING COMMISSION RECOMMENDING APPROVAL FOR PLANNED DEVELOPMENT-DETAILED REVIEW FOR THE PROPERTY COMMONLY KNOWN AS 501 WEST HOPKINS AVENUE, LEGALLY DESCRIBED AS LOT 1, BOOMERANG LOT SPLIT, A PLANNED COMMUNITY, ACCORDING TO THE PLAT RECORDED JUNE 16, 2006 IN PLAT BOOK 79 AT PAGE 70, AS RECEPTION NO. 525370, PITKIN COUNTY, COLORADO.

WHEREAS, the Community Development department received an application from R.D. Olson Investments II, LLC, requesting approval for Planned Development- Detailed Review for the property located at 501 West Hopkins Avenue; and,

WHEREAS, the Community Development department Staff reviewed the application for compliance with the applicable review standards; and,

WHEREAS, upon review of the application and the applicable Land Use Code standards, the Community Development Director recommended approval for Planned Development- Detailed Review; and,

WHEREAS, the City of Aspen Planning and Zoning Commission reviewed and considered the development proposal under the applicable provisions of the Municipal Code as identified herein, reviewed and considered the recommendation of the Community Development Director and took and considered public comment at a duly noticed public hearing on August 3rd, 2021; and,

WHEREAS, the City of Aspen Planning and Zoning Commission finds that the development proposal meets the applicable review criteria and that approval of the request is consistent with the goals and objectives of the Land Use Code; and,

WHEREAS, the City of Aspen Planning and Zoning Commission finds that this Resolution furthers and is necessary for the promotion of public health, safety, and welfare, and,

WHEREAS, the City of Aspen Planning and Zoning Commission approves Resolution #XX, Series of 2021, by a X to X (X-X) vote, recommending approval for Planned Development-Detailed as identified herein.

NOW, THEREFORE BE IT RESOLVED, THE ASPEN PLANNING & ZONING COMMISSION RECOMMENDS THE FOLLOWING:

Section 1: Material Representations
All material representations and commitments made by the Applicant pursuant to the development proposal approvals as herein awarded, whether in public hearing or documentation presented before the Planning and Zoning Commission, are hereby incorporated in such site development approvals and the same shall be complied with as if fully set forth herein, unless amended by an authorized entity.

Section 2: Existing Litigation
This resolution shall not affect any existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the ordinances repealed or amended as herein provided, and the same shall be conducted and concluded under such prior ordinances.

Section 3: Severability
If any section, subsection, sentence, clause, phrase, or portion of this resolution is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

APPROVED by the Commission at its meeting on August 3, 2021.

APPROVED AS TO FORM:

_____
Katharine Johnson, Assistant City Attorney

PLANNING AND ZONING COMMISSION:

_____
Spencer McKnight, Chair

ATTEST:

_____
Cindy Klob, Records Manager

Land Use Code Section 26.445.070, *Planned Development Detailed Review Standards*

Detailed Review shall focus on the comprehensive evaluation of the specific aspects of the development, including utility placement, and architectural materials. In the review of a development application for Detailed Review, the Planning and Zoning Commission, or the Historic Preservation Commission as applicable, shall consider the following:

a) *Compliance with Project Review Approval.* The proposed development, including all dimensions and uses, is consistent with the Project Review approval and adequately addresses conditions on the approval and direction received during the Project Review.

b) *Growth Management.* The proposed development has received all required GMQS allotments, or is concurrently seeking allotments.

c) *Site Planning and Landscape Architecture.* The site plan is compatible with the context and visual character of the area. In meeting this standard, the following criteria shall be used:

1. The landscape plan exhibits a well-designed treatment of exterior spaces, preserves existing significant vegetation, and provides an ample quantity and variety of ornamental plant species suitable for the Aspen area climate. Vegetation removal, protection, and restoration plans shall be acceptable to the Director of Parks and Open Space.

2. Buildings and site grading provide simple, at-grade entrances and minimize extensive grade changes along building exteriors. The project meets or exceeds the requirements of the Americans with Disabilities Act and applicable requirements for emergency, maintenance, and service vehicle access. Adequate snow storage is accommodated.

3. Energy efficiency or production features are integrated into the landscape in a manner that enhances the site.

4. All site lighting is proposed so as to prevent direct glare or hazardous interference of any kind to adjoining streets or lands. All exterior lighting shall comply with the City's outdoor lighting standards.

5. Site drainage is accommodated for the proposed development in compliance with Title 29—Engineering Design Standards and shall not negatively impact surrounding properties.

d) *Design Standards and Architecture.* The proposed architectural details emphasize quality construction and design characteristics. In meeting this standard, the following criteria shall be used:

1. The project architecture provides for visual interest and incorporates present-day details and use of materials respectful of the community's past without attempting to mimic history.

2. Exterior materials are of a high quality, durability, and comply with applicable design standards, including those outlined in Chapter 26.410, *Residential Design Standards*, Chapter 26.412, *Commercial Design Standards*, and Chapter 26.415, *Historic Preservation*.

3. Building entrances are sited or designed to minimize icing and snow shedding effects.

4. Energy efficiency or production features are integrated into structures in a manner that enhances the architecture.

5. All structure lighting is proposed so as to prevent direct glare or hazardous interference of any kind to adjoining streets or lands. All exterior lighting shall comply with the City's outdoor lighting standards.

e) *Common Parks, Open Space, Recreation Areas, or Facilities.* If the proposed development includes common parks, open space, recreation areas, or common facilities, a proportionate, undivided interest is deeded in perpetuity to each lot or dwelling unit owner within the Planned Development. An adequate assurance through a Development Agreement for the permanent care and maintenance of open spaces, recreation areas, and shared facilities together with a prohibition against future development is required.

f) *Pedestrian, bicycle & transit facilities.* The development improves pedestrian, bicycle, and transit facilities. These facilities and improvements shall be prioritized over vehicular facilities and improvements. Any new vehicular access points minimize impacts on existing pedestrian, bicycle and transit facilities.

Any specific designs, mitigation techniques, and implementation timelines as required during Project Review comply with the applicable requirements of the Project Review and as otherwise required in the Land Use Code. These plans shall provide sufficient detail to determine if the design or mitigation concept complies with the intent of the requirements and to determine any required cost estimating for surety requirements, but do not need to be detailed construction documents.

g) *Engineering Design Standards.* There has been accurate identification of engineering design and mitigation techniques necessary for development of the proposed subdivision to comply with the applicable requirements of Municipal Code Title 29—Engineering Design Standards and the City of Aspen Urban Runoff Management Plan (URMP).

Any specific designs, mitigation techniques, and implementation timelines as required during Project Review comply with the applicable requirements of Municipal Code Title 29—Engineering Design Standards and the City of Aspen Urban Runoff Management Plan (URMP). These plans shall provide sufficient detail to determine if the design or mitigation concept complies with the intent of the requirements, but do not need to be detailed construction documents.

h) *Public Infrastructure and Facilities.* The proposed Planned Development shall upgrade public infrastructure and facilities necessary to serve the project. Improvements shall be at the sole costs of the developer.

Any specific designs, mitigation techniques, and implementation timelines as required during Project Review comply with the applicable requirements of Municipal Code Title 29—Engineering Design Standards and the City of Aspen Urban Runoff Management Plan (URMP). These plans shall provide sufficient detail to determine if the design or mitigation concept complies with the intent of the requirements, but do not need to be detailed construction documents.

i) *Phasing of development plan.* If phasing of the development plan is proposed, each phase shall be designed to function as a complete development and shall not be reliant on subsequent phases. Phasing shall insulate, to the extent practical, occupants of initial phases from the construction of later phases. All necessary or proportionate improvements to public facilities, payment of impact fees and fees-in-lieu, construction of any facilities to be used jointly by residents of the Planned Development, construction of any required affordable housing, and any mitigation measures shall be completed concurrent or prior to the respective impacts associated with the phase.

Staff response: *No development is proposed as part of this application. Many of the review criteria outlined above are not applicable. However, several of the criteria are met. Staff finds that Criterion F, Pedestrian, transit and bicycle facilities and Criterion G, Engineering Design Standards are met. By executing the proposed land exchange, non-motorized access to the Midland and Little Cloud Trails will continue to be prioritized. Additionally, the resulting width of South Fourth Street will continue to meet Engineering standards after the westerly 10-ft. of the right-of-way is vacated.*

Although most of the criteria associated with Detailed Review are not applicable because no development is proposed, it's important to note that any development that is proposed at 501 W. Hopkins in the future shall be subject to the appropriate Planned Development reviews.

PRIDE OF ASPEN LAND EXCHANGE

AN APPLICATION INVOLVING MAJOR SUBDIVISION OF LAND AND RIGHT-OF-WAY VACATION, AMENDMENT TO THE ZONING MAP, ZONING VARIANCES & VESTED RIGHTS

PID# 2735-124-66-002

501 WEST HOPKINS AVENUE

JUNE 16, 2021

HAAS LAND PLANNING, LLC

420 EAST MAIN STREET, SUITE 220

ASPEN, CO 81611

E: MITCH@HLPASPEN.COM

O: (970) 925-7819 C: (970) 309-2773

R.D. Olson Investments II, LLC
520 Newport Center Drive, Suite 600
Newport Beach, CA 92660

July 1, 2021

City of Aspen
Community Development Department
130 South Galena Street, Third Floor
Aspen, Colorado 81611

Re: Pride of Aspen Land Exchange Application Amendment - Lot 1, Boomerang Lot Split Subdivision Exemption Plat, City of Aspen (501 W. Hopkins Avenue; Parcel ID No. 2735-124-66-002)

Ladies and Gentlemen:

On behalf of R.D. Olson Investments II, LLC (the Applicant), please accept this letter from our authorized representative, Mitch Haas of Haas Land Planning, LLC as a formal addendum requesting a change to the submitted application. Rather than move forward with the requested variances, we instead ask that the rezoning request include all affected lands (Lot 1 of the Boomerang Lot Split and the City exchange parcels) such that a Planned Development (PD) Overlay be put into place on the requested underlying zoning of R-6. With this, we ask that the Community Development Director waive the 27,000 square foot lot area requirement for instituting the PD overlay and that the previously proposed variances be withdrawn and instead be processed as PD variations.

Please contact the undersigned with any questions.

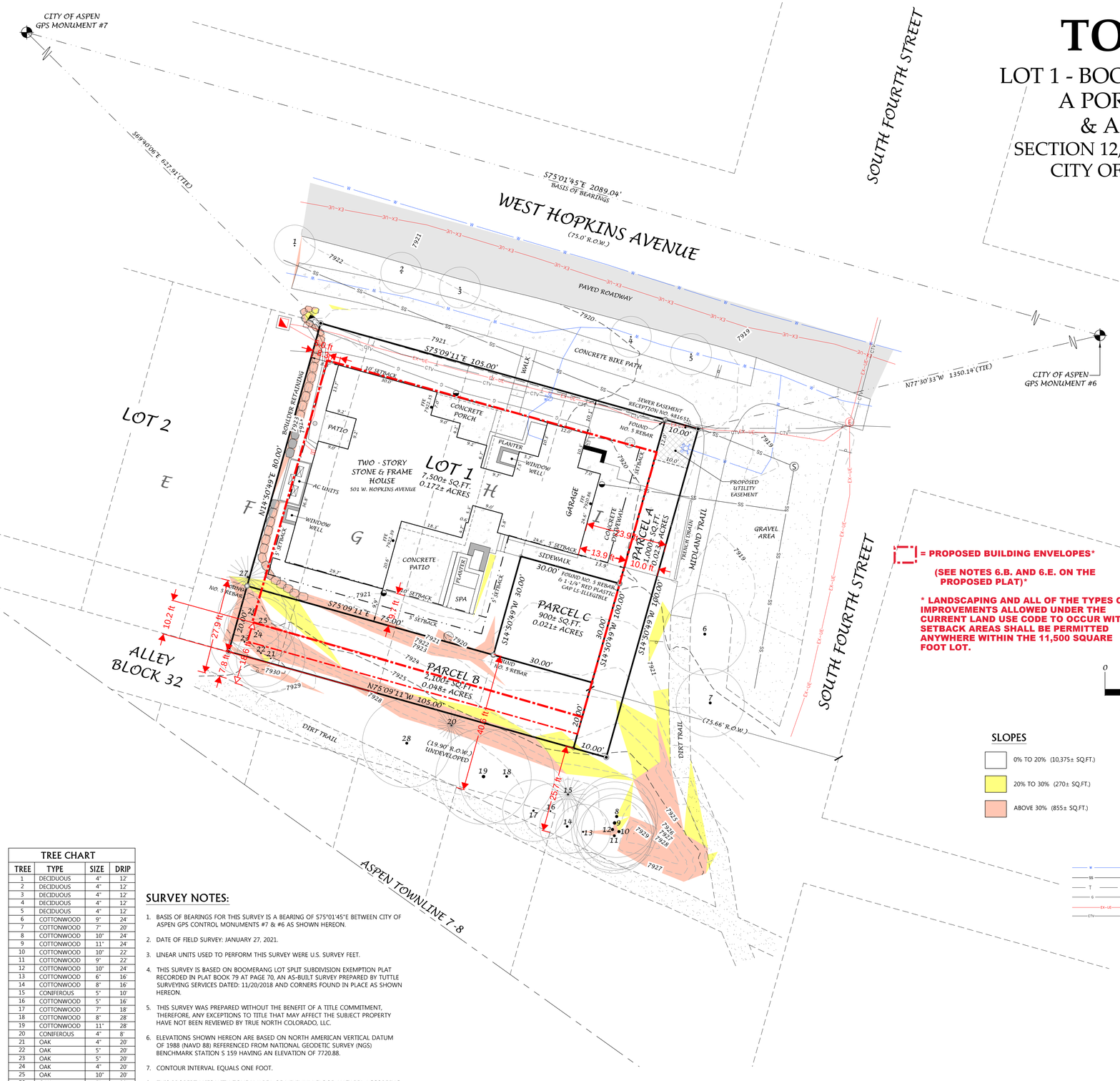
HAAS LAND PLANNING, LLC

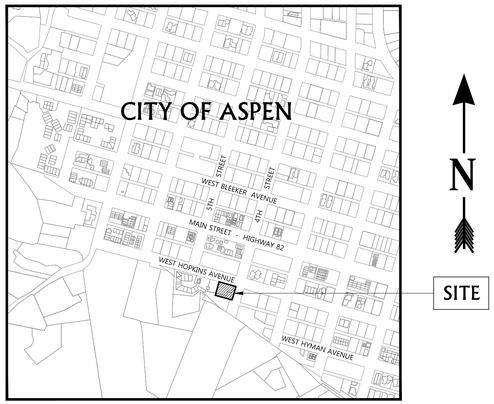
Mitch Haas,
Owner/President

IMPROVEMENT & TOPOGRAPHIC SURVEY

LOT 1 - BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION, A PORTION OF FOURTH STREET RIGHT-OF-WAY & ASSOCIATED CITY OF ASPEN PROPERTIES

SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PM
CITY OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO





VICINITY MAP
SCALE: 1" = 500'

= PROPOSED BUILDING ENVELOPES*

(SEE NOTES 6.B. AND 6.E. ON THE PROPOSED PLAT)*

*** LANDSCAPING AND ALL OF THE TYPES OF IMPROVEMENTS ALLOWED UNDER THE CURRENT LAND USE CODE TO OCCUR WITHIN SETBACK AREAS SHALL BE PERMITTED ANYWHERE WITHIN THE 11,500 SQUARE FOOT LOT.**

N

0 7.5' 15' 30'

SCALE: 1" = 15'

SLOPES

- 0% TO 20% (10,375± SQ.FT.)
- 20% TO 30% (270± SQ.FT.)
- ABOVE 30% (855± SQ.FT.)

LEGEND

- ELECTRICAL TRANSFORMER
- ELECTRICAL METER
- GAS METER
- TELEPHONE PEDESTAL
- CATV PEDESTAL
- FIRE HYDRANT
- WATER SHUTOFF
- SANITARY MANHOLE
- CLEAN-OUT
- ELECTRIC VAULT
- WATER LINE
- SEWER LINE
- TELEPHONE LINE
- GAS LINE
- ELECTRIC LINE
- CATV LINE

PROPERTY DESCRIPTIONS:

LOT 1
BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION
ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 2006 IN PLAT BOOK 79 AT PAGE 70.

COUNTY OF PITKIN
STATE OF COLORADO

PARCEL A
THE WEST 10 FEET OF SOUTH FOURTH STREET LYING IMMEDIATELY ADJACENT TO LOT I, BLOCK 32, CITY AND TOWNSITE OF ASPEN.

PARCEL B
THE SOUTH 20 FEET OF THE EAST HALF OF LOT F, THE SOUTH 20 FEET OF LOTS G, H & I, ALL IN BLOCK 32, CITY AND TOWNSITE OF ASPEN.

PARCEL C
THE SOUTH 30 FEET OF THE NORTH 80 FEET OF LOT I, BLOCK 32 OF THE CITY AND TOWNSITE OF ASPEN.

SURVEYOR'S CERTIFICATION

I, RODNEY P. KISER, HEREBY CERTIFY TO CITY OF ASPEN AND R.D. OLSON, THAT THIS IS AN "IMPROVEMENT SURVEY PLAT" AS DEFINED BY C.R.S.38-51-102(9) AND THAT IT IS A MONUMENTED LAND SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE, SHOWING THE LOCATION OF ALL STRUCTURES, VISIBLE UTILITIES, FENCES, HEDGES, OR WALLS SITUATED ON THE DESCRIBED PARCEL AND WITHIN FIVE FEET OF ALL BOUNDARIES OF SUCH PARCEL, ANY CONFLICTING BOUNDARY EVIDENCE OR VISIBLE ENCROACHMENTS, AND ALL EASEMENTS, UNDERGROUND UTILITIES, AND TUNNELS DESCRIBED IN THE (TITLE COMPANY NAME) COMMITMENT FOR TITLE INSURANCE COMMITMENT NO. (NUMBER), OR OTHER SOURCES AS SPECIFIED ON THE IMPROVEMENT SURVEY PLAT.

RODNEY P. KISER
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38215

TREE CHART

TREE	TYPE	SIZE	DRIP
1	DECIDUOUS	4"	12'
2	DECIDUOUS	4"	12'
3	DECIDUOUS	4"	12'
4	DECIDUOUS	4"	12'
5	DECIDUOUS	4"	12'
6	COTTONWOOD	9"	24'
7	COTTONWOOD	7"	20'
8	COTTONWOOD	10"	24'
9	COTTONWOOD	11"	24'
10	COTTONWOOD	10"	22'
11	COTTONWOOD	9"	22'
12	COTTONWOOD	10"	24'
13	COTTONWOOD	6"	16'
14	COTTONWOOD	8"	16'
15	CONIFEROUS	5"	10'
16	COTTONWOOD	5"	16'
17	COTTONWOOD	7"	18'
18	COTTONWOOD	8"	28'
19	COTTONWOOD	11"	28'
20	CONIFEROUS	4"	8'
21	OAK	4"	20'
22	OAK	5"	20'
23	OAK	5"	20'
24	OAK	4"	20'
25	OAK	10"	20'
26	OAK	5"	20'
27	CONIFEROUS	5"	12'
28	COTTONWOOD	9"	26'

SURVEY NOTES:

1. BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF S75°01'45"E BETWEEN CITY OF ASPEN GPS CONTROL MONUMENTS #7 & #6 AS SHOWN HEREON.
2. DATE OF FIELD SURVEY: JANUARY 27, 2021.
3. LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
4. THIS SURVEY IS BASED ON BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION PLAT RECORDED IN PLAT BOOK 79 AT PAGE 70, AN AS-BUILT SURVEY PREPARED BY TUTTLE SURVEYING SERVICES DATED: 11/20/2018 AND CORNERS FOUND IN PLACE AS SHOWN HEREON.
5. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE, ANY EXCEPTIONS TO TITLE THAT MAY AFFECT THE SUBJECT PROPERTY HAVE NOT BEEN REVIEWED BY TRUE NORTH COLORADO, LLC.
6. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) REFERENCED FROM NATIONAL GEODETIC SURVEY (NGS) BENCHMARK STATION S 159 HAVING AN ELEVATION OF 7720.88.
7. CONTOUR INTERVAL EQUALS ONE FOOT.
8. THIS PROPERTY LIES WITH ZONE X (AREA OF MINIMUM FLOOD HAZARD) ACCORDING TO FEMA FIRM MAP COMMUNITY PANEL NO. 08097C0354E WITH AN EFFECTIVE DATE OF AUGUST 15, 2019.

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 CERTIFICATION SHOWN HEREON.

TRUE NORTH COLORADO
A LAND SURVEYING AND MAPPING COMPANY

R.D. OLSON INVESTMENTS II
IMPROVEMENT & TOPOGRAPHIC SURVEY
501 W. HOPKINS AVENUE - ASPEN
COUNTY OF PITKIN - STATE OF COLORADO

FOR PRELIMINARY REVIEW

TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 386 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2021-100	DRAWN: RPK
DATE: May 12, 2021	SURVEYED: DJB-GBL

SHEET 1 OF 1

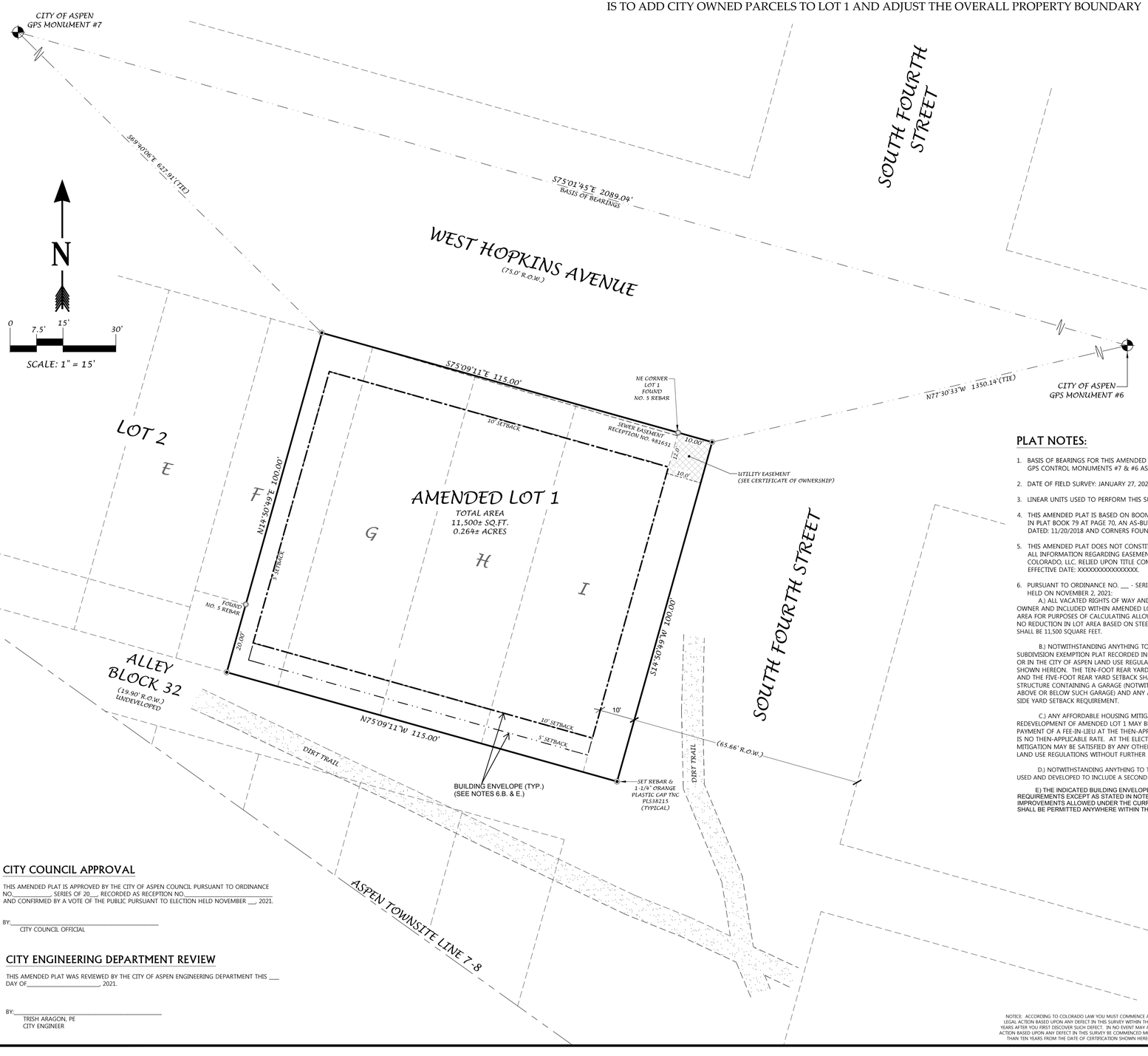
EXHIBIT 5

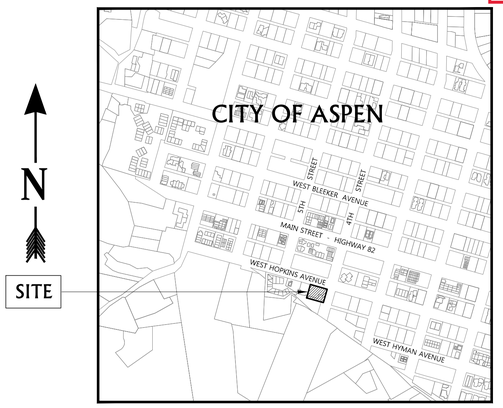
AMENDED PLAT

LOT 1 - BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION

SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PM
CITY OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO

PURPOSE STATEMENT: THE PURPOSE OF THIS AMENDED PLAT OF LOT 1 BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION IS TO ADD CITY OWNED PARCELS TO LOT 1 AND ADJUST THE OVERALL PROPERTY BOUNDARY





VICINITY MAP
SCALE: 1" = 500'

CERTIFICATE OF OWNERSHIP

THE UNDERSIGNED, R D OLSON INVESTMENTS II, LLC AS OWNER OF AMENDED LOT 1, AS SHOWN HEREON, AND DESCRIBED AS THE EASTERN ONE-HALF OF LOT F, AND LOTS G, H & I, BLOCK 32, CITY AND TOWNSITE OF ASPEN, TOGETHER WITH THE WESTERN 10 FEET OF SOUTH FOURTH STREET IMMEDIATELY ADJACENT TO SUCH LOT I, BLOCK 32, CITY AND TOWNSITE OF ASPEN DOES HEREBY COMBINE SUCH PROPERTY INTO AMENDED LOT 1, BOOMERANG LOT SPLIT SUBDIVISION."

CONTAINING 0.172 ACRES, MORE OR LESS, DOES HEREBY ACKNOWLEDGE THIS AMENDED PLAT; AND DOES HEREBY DEDICATE TO THE PUBLIC UTILITY SERVICE PROVIDERS THE UTILITY EASEMENT SHOWN HEREON FOR INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF UNDERGROUND UTILITY SERVICES, DRAINAGE IMPROVEMENTS AND AN ABOVE-GROUND FIRE HYDRANT, AND FOR ACCESS TO THE SAME.

R D OLSON INVESTMENTS II LLC
520 NEWPORT CENTER DR #600
NEWPORT BEACH, CA 92660

BY:_____
MANAGER

STATE OF COLORADO)
) SS
COUNTY OF PITKIN)

THE FOREGOING AMENDED PLAT WAS EXECUTED AND ACKNOWLEDGED BEFORE ME ON _____, 2021 BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

PLAT NOTES:

1. BASIS OF BEARINGS FOR THIS AMENDED PLAT IS A BEARING OF S75°01'45"E BETWEEN CITY OF ASPEN GPS CONTROL MONUMENTS #7 & #6 AS SHOWN HEREON.
2. DATE OF FIELD SURVEY: JANUARY 27, 2021.
3. LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
4. THIS AMENDED PLAT IS BASED ON BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION PLAT RECORDED IN PLAT BOOK 79 AT PAGE 70, AN AS-BUILT SURVEY PREPARED BY TUTTLE SURVEYING SERVICES DATED: 11/20/2018 AND CORNERS FOUND IN PLACE AS SHOWN HEREON.
5. THIS AMENDED PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY TRUE NORTH COLORADO, LLC FOR ALL INFORMATION REGARDING EASEMENT, RIGHTS-OF-WAY AND/OR TITLE OF RECORD, TRUE NORTH COLORADO, LLC. RELIED UPON TITLE COMMITMENT NO. XXXXXXXXXXX ISSUED BY XXXXXXXXXXXX, EFFECTIVE DATE: XXXXXXXXXXXXXX.
6. PURSUANT TO ORDINANCE NO. __ - SERIES OF 2021, AND AS CONFIRMED BY VOTE OF THE PUBLIC HELD ON NOVEMBER 2, 2021:

A.) ALL VACATED RIGHTS OF WAY AND OTHER LANDS TRANSFERRED BY THE CITY OF ASPEN TO THE OWNER AND INCLUDED WITHIN AMENDED LOT 1 AS SHOWN HEREON SHALL BE INCLUDED IN THE LOT AREA FOR PURPOSES OF CALCULATING ALLOWABLE FLOOR AREA ON THE PROPERTY AND THERE SHALL BE NO REDUCTION IN LOT AREA BASED ON STEEP SLOPES. AS SUCH, THE NET LOT AREA FOR AMENDED LOT 1 SHALL BE 11,500 SQUARE FEET.

B.) NOTWITHSTANDING ANYTHING TO THE CONTRARY ON THE BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION PLAT RECORDED IN PLAT BOOK 79 AT PAGE 70 OF THE PITKIN COUNTY RECORDS OR IN THE CITY OF ASPEN LAND USE REGULATIONS, SETBACKS FOR AMENDED LOT 1 SHALL BE AS SHOWN HEREON. THE TEN-FOOT REAR YARD SETBACK SHALL BE APPLICABLE TO PRINCIPAL STRUCTURES AND THE FIVE-FOOT REAR YARD SETBACK SHALL BE APPLICABLE TO ANY PORTION OF A PRINCIPAL STRUCTURE CONTAINING A GARAGE (NOTWITHSTANDING THE FACT LIVING FACILITIES MAY BE BUILT ABOVE OR BELOW SUCH GARAGE) AND ANY ACCESSORY STRUCTURES. THERE SHALL BE NO COMBINED SIDE YARD SETBACK REQUIREMENT.

C.) ANY AFFORDABLE HOUSING MITIGATION ASSOCIATED WITH THE DEVELOPMENT OR REDEVELOPMENT OF AMENDED LOT 1 MAY BE SATISFIED WITHOUT ANY FURTHER PROCESS OR REVIEW BY PAYMENT OF A FEE-IN-LIEU AT THE THEN-APPLICABLE RATE OR THE THEN-LAST-APPLICABLE RATE IF THERE IS NO THEN-APPLICABLE RATE. AT THE ELECTION OF THE OWNER, ANY SUCH AFFORDABLE HOUSING MITIGATION MAY BE SATISFIED BY ANY OTHER METHOD THAT IS THEN ALLOWED IN THE CITY OF ASPEN LAND USE REGULATIONS WITHOUT FURTHER REVIEW.

D.) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN PRIOR APPROVALS, AMENDED LOT 1 MAY BE USED AND DEVELOPED TO INCLUDE A SECOND RESIDENTIAL DWELLING.

E.) THE INDICATED BUILDING ENVELOPE LINES REPLACE AND SUPERSEDE BUILDING SETBACK REQUIREMENTS EXCEPT AS STATED IN NOTE 6.B., ABOVE. LANDSCAPING AND ALL OF THE TYPES OF IMPROVEMENTS ALLOWED UNDER THE CURRENT LAND USE CODE TO OCCUR WITHIN SETBACK AREAS SHALL BE PERMITTED ANYWHERE WITHIN THE 11,500 SQUARE FOOT LOT.

COMMUNITY DEVELOPMENT DIRECTOR APPROVAL

THIS AMENDED PLAT IS APPROVED BY THE CITY OF ASPEN COMMUNITY DEVELOPMENT DIRECTOR THIS _____ DAY OF_____, 2021.

BY:_____
PHILLIP SUPINO - DIRECTOR
COMMUNITY DEVELOPMENT

CLERK & RECORDER CERTIFICATE

THIS AMENDED PLAT OF LOT 1, BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION HAS BEEN ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF PITKIN COUNTY, COLORADO ON THIS _____ DAY OF _____, 2021, IN PLAT BOOK _____ AT PAGE _____ AS RECEPTION NO. _____.

_____
CLERK & RECORDER

BY: _____
DEPUTY

SURVEYOR'S CERTIFICATION

I, RODNEY P. KISER, A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE PREPARED THE AMENDED PLAT OF LOT 1, BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION, THAT THAT LOCATION OF THE OUTSIDE BOUNDARY AND OTHER FEATURES ARE ACCURATELY AND CORRECTLY SHOWN HEREON, THAT THE SAME ARE BASED ON A FIELD SURVEY PERFORMED JANUARY 27, 2021 UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE AND THAT THE PLATTED SITE CONFORMS TO THOSE STAKED ON THE GROUND.

IN WITNESS THEREOF, I HAVE SET MY HAND AND SEAL THIS ____ DAY OF _____, 2021.

_____
RODNEY P. KISER
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38215

CITY COUNCIL APPROVAL

THIS AMENDED PLAT IS APPROVED BY THE CITY OF ASPEN COUNCIL PURSUANT TO ORDINANCE NO._____, SERIES OF 20__, RECORDED AS RECEPTION NO._____ AND CONFIRMED BY A VOTE OF THE PUBLIC PURSUANT TO ELECTION HELD NOVEMBER __, 2021.

BY:_____
CITY COUNCIL OFFICIAL

CITY ENGINEERING DEPARTMENT REVIEW

THIS AMENDED PLAT WAS REVIEWED BY THE CITY OF ASPEN ENGINEERING DEPARTMENT THIS ___ DAY OF_____, 2021.

BY:_____
TRISH ARAGON, PE
CITY ENGINEER

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 CERTIFICATION SHOWN HEREON.

TRUE NORTH COLORADO
A LAND SURVEYING AND MAPPING COMPANY

R.D. OLSON INVESTMENTS II
AMENDED PLAT - LOT 1 BOOMERANG
501 W. HOPKINS AVENUE - ASPEN
COUNTY OF PITKIN - STATE OF COLORADO

FOR PRELIMINARY REVIEW

TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 386 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2021-100	DRAWN: RPK	SHEET: 1 OF 1
DATE: May 12, 2021	SURVEYED: DJB-GBL	

PRIDE OF ASPEN LAND EXCHANGE – 501 WEST HOPKINS AVENUE

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EXHIBITS:

- **Exhibit 1:** Pre-Application Conference Summary
- **Exhibit 2:** Required Forms:
  - **A.** Land Use Application Form
  - **B.** Dimensional Requirements Form
  - **C.** HOA Compliance Form
  - **D.** Agreement to Pay Application Fees
- **Exhibit 3:** Existing Conditions
  - **A.** Vicinity Maps
  - **B.** GIS Parcel Reports
  - **C.** Improvement & Topographic Survey
- **Exhibit 4:** Previous Approval Documents
  - **A.** Boomerang Lot Split Subdivision Exemption Plat (Book 79 at Page 70)
  - **B.** Ordinance No. 6, Series of 2006 (Reception No. 525368)
  - **C.** Subdivision Exemption Agreement - Boomerang Lot Split (Reception No. 525369)
- **Exhibit 5:** Proposed Amended Plat
- **Exhibit 6:** Proposed Right-Of-Way Vacation Plat
- **Exhibit 7:** Proposed Zoning Amendment Exhibit Map
- **Exhibit 8:** Proposed Yard & Landscape Easement Agreement and Exhibit Map
- **Exhibit 9:** Proposed Deed of Conservation Easement and Exhibit Map
- **Exhibit 10:** Studies and Reports About Proposed Conservation Easement Lands
- **Exhibit 11:** Proof of the Applicant's Ownership
- **Exhibit 12:** Authorization for Haas Land Planning, LLC
- **Exhibit 13:** Public Notice Mailing List

PRIDE OF ASPEN LAND EXCHANGE APPLICATION

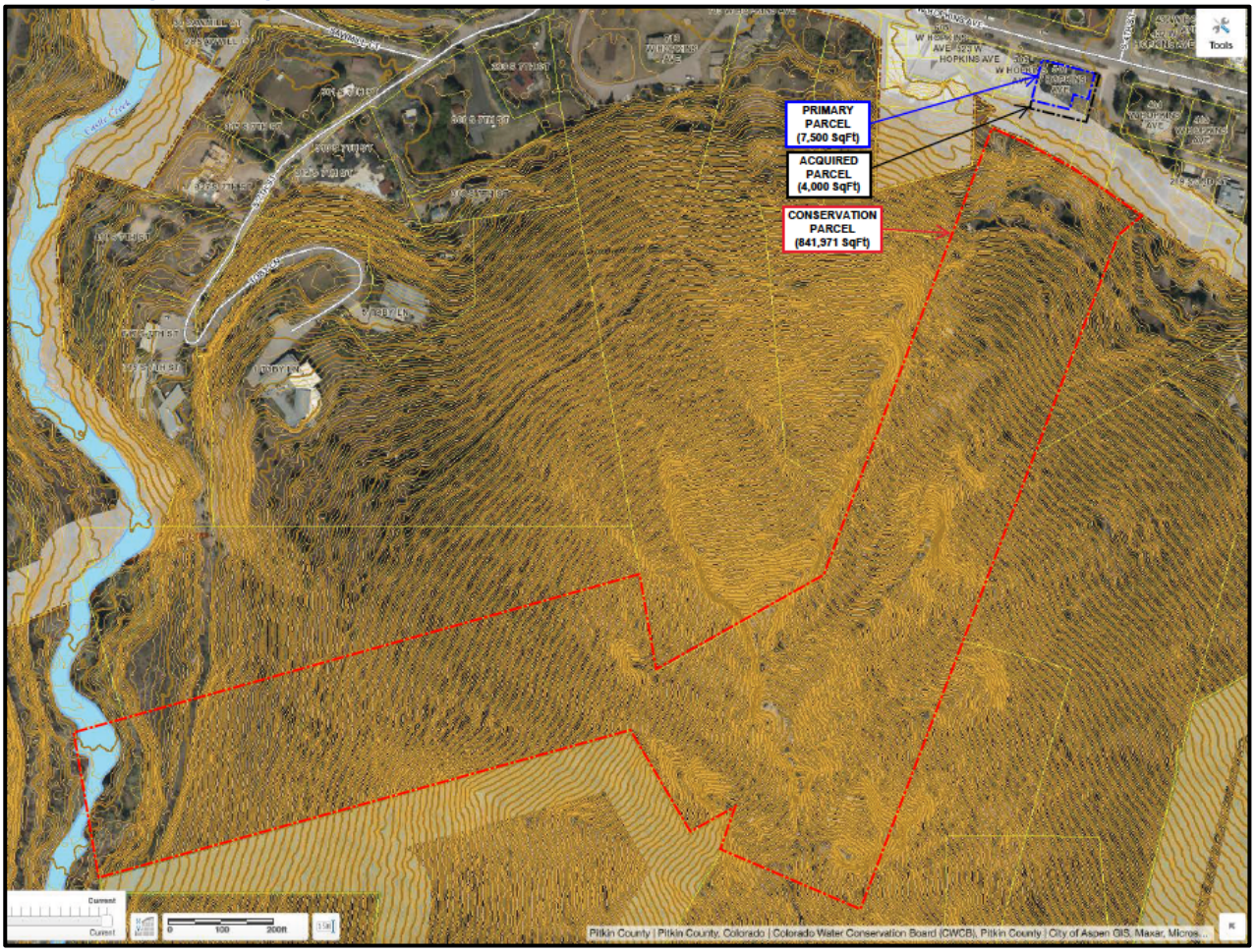
I. INTRODUCTION

PRIMARY PARCEL:	
Parcel ID:	**2735·124·66·002**
Owner Name:	R.D. Olson Investments II, LLC
Address:	501 West Hopkins Avenue, Aspen
Legal Description:	Lot 1, Boomerang Lot Split Subdivision Exemption Plat, City of Aspen, Pitkin County, Colorado
Zone District:	Medium-Density Residential (R-6)
Lot Size:	7,500 Sq. Ft. (0.172 acres +/-)
ACQUIRED PARCEL:	
Parcel ID:	**Not Applicable**
Owner Name:	City of Aspen
Address:	Not Applicable
Legal Description:	A PARCEL OF LAND SITUATED IN BLOCK 32, CITY AND TOWNSITE OF ASPEN AND WITHIN SECTION 10, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION PLAT RECORDED IN PLAT BOOK 79 AT PAGE 70 IN THE PITKIN COUNTY CLERK AND RECORDER'S OFFICE; THENCE S75°09'11"E A DISTANCE OF 10.00 FEET; THENCE S14°50'49"W A DISTANCE OF 100.00 FEET; THENCE N75°09'11"W A DISTANCE OF 115.00 FEET; THENCE N14°50'49"E A DISTANCE OF 20.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S75°09'11"E ALONG THE SOUTH LINE OF LOT 1 A DISTANCE OF 75.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N14°50'49"E ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 30.00 FEET TO AN ANGLE POINT ALONG THE EAST LINE OF SAID LOT 1; THENCE CONTINUING ALONG THE EAST LINE OF SAID LOT 1 S75°09'11"E A DISTANCE OF 30.00 FEET TO AN ANGLE POINT ALONG THE EAST LINE OF SAID LOT 1; THENCE N4°50'49"E ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINS 4,000 SQUARE FEET (0.092 ACRES), MORE OR LESS.
Zone District:	Park (P)
Lot Size:	4,000 Sq. Ft. (0.092 acres +/-)
CONSERVATION PARCEL:	
Parcel ID:	**2735·124·00·005**
Owner Name:	R.D. Olson Investments II, LLC
Address:	Not Applicable (Fourth Street)
Legal Description:	M&B in T10, R85 S13 and 12 (See Conservation Easement Exhibit)
Zone District:	Pitkin County R-15, AR-10, TR-1 and RR
Lot Size:	841,971 Sq. Ft. +/- (19.329 acres +/-)

This application seeks the necessary land use approvals to enable a proposed land exchange between the Applicant (R.D. Olson Investments, LLC) and the City of Aspen. In its most basic terms, with details further explained later herein, the Applicant owns Lot 1 of the Boomerang Lot Split Subdivision Exemption Plat and would be acquiring 4,000 square feet of City-owned property to add to his lot. In exchange, the Applicant will dedicate to the City of Aspen and Pitkin County, jointly, a 19.329-acre conservation easement that allows for maintenance and development of trails. The final terms of the exchange and, in turn, of any approvals obtained pursuant to this application will be spelled out in an ordinance, which will be subject to a public vote of the City of Aspen electorate to be held November 2, 2021.

Legal access is gained by direct connection from the existing driveway to South Fourth Street. The property's general location relative to the surrounding area is shown on the Vicinity Map below.

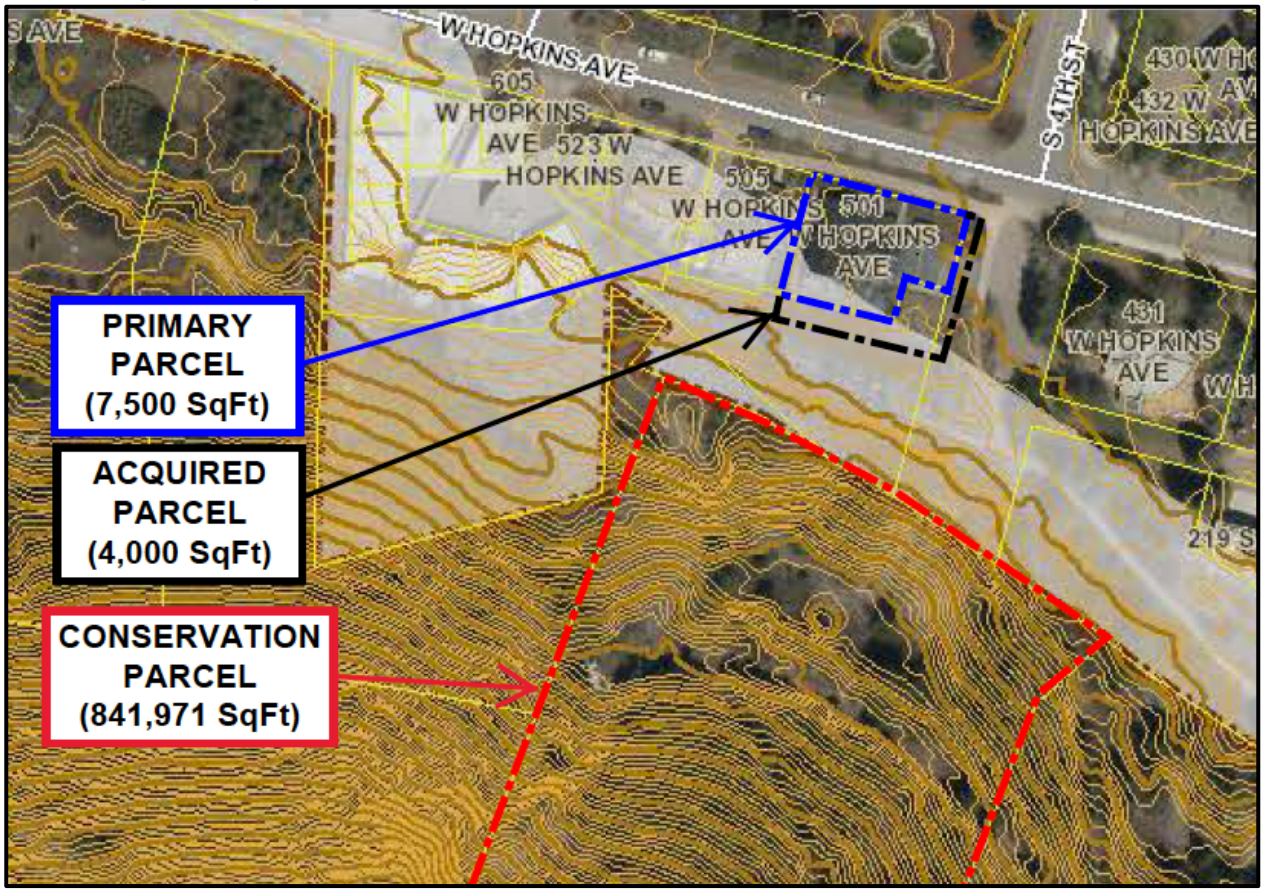
VICINITY MAP (OVERVIEW):



The topographic Vicinity Map pasted above provides an understanding of the relative scale of the properties involved. The parcel proposed for acquisition by the Applicant and addition to his existing lot is 0.5% of the size of the conservation easement being offered in exchange to the City and County. The Applicant's final resulting lot size of 11,500 square feet, by comparison, would still be less than only 1.4% of the size of the conservation easement to be granted.

While the Vicinity Map above demonstrates the relative scale of properties involved, a blow-up image is provided below to provide a better understanding of the site location at the southwest corner of West Hopkins Avenue and the South 4th Street stub, with the conservation easement area located above/south of the Midland Trail and the primary and acquired parcels residing just below/north of the trail.

VICINITY MAP (BLOW-UP):



This application is submitted pursuant to the following sections of the ***Aspen Land Use Code*** (the Code): 26.304, Common Development Review Procedures; 26.304.035, Neighborhood Outreach; 26.308, Vested Rights Extension; 26.310, Amendments to the Land Use Code and Zoning Map; 26.314.040(A), Variances – Dimensional Requirements; 26.470.110(C), GMQS- Provision of Required Affordable Housing Via Fee-In-Lieu Payment; 26.480.030(C), Procedures for Review – Major Subdivisions; 26.490, Approval Documents – For Plat Requirements; 25.575.020, Calculations and Measurements; and 26.710.040, Zone Districts, Medium-Density Residential (R-6).

The application, submitted by R.D. Olson Investments II, LLC (owner of the primary parcel and hereinafter "the Applicant"), is divided into five sections. This Section provides a brief introduction while Section II furnishes background on the existing conditions of the property. The proposed development is described in detailed in Section III. Section IV identifies the relevant review criteria of the Code and provides responses demonstrating compliance and/or consistency with each standard, as applicable. Section V provides a brief summary.

For the reviewer's convenience, all pertinent supporting documents are provided in the various exhibits to the application, including the following:

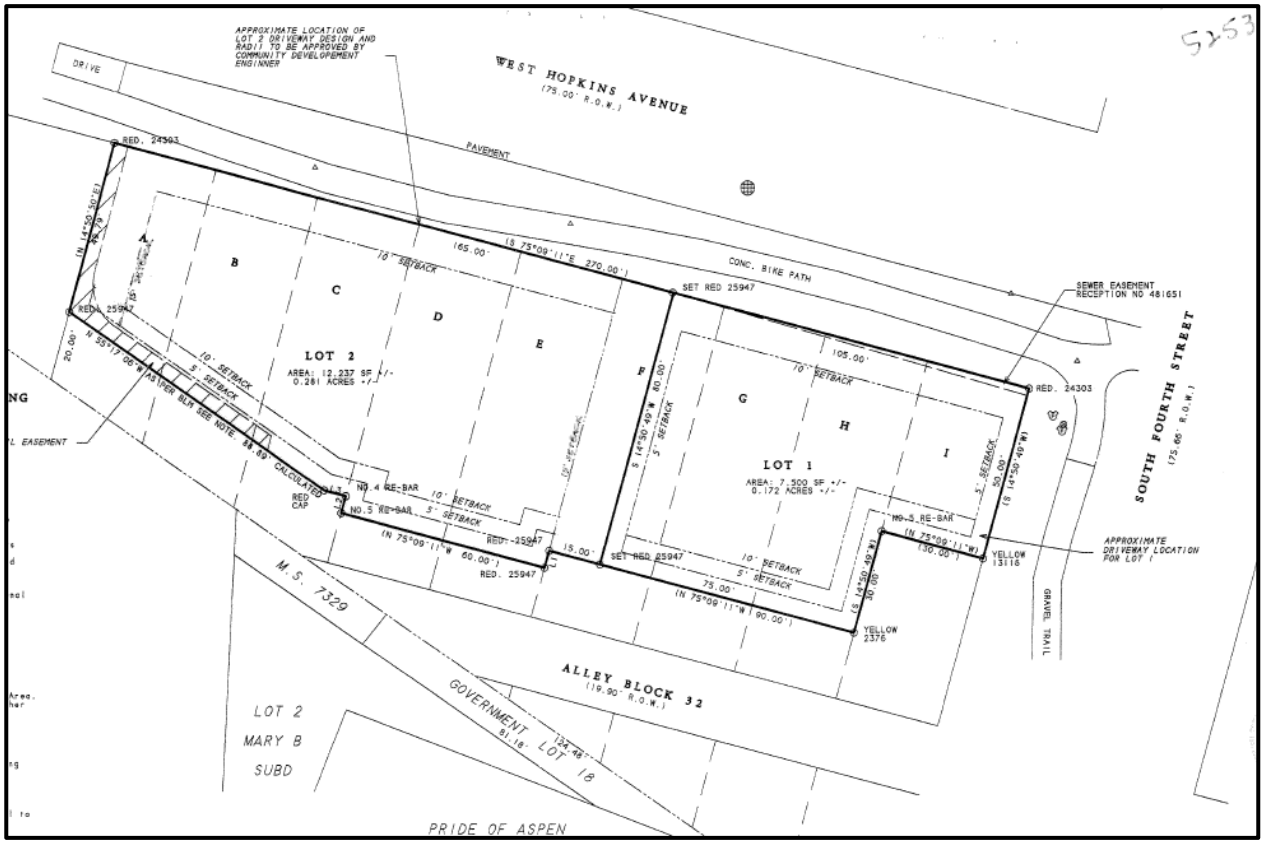
- **Exhibit 1:** Pre-Application Conference Summary
- **Exhibit 2:** Required Forms:
  - **A.** Land Use Application Form
  - **B.** Dimensional Requirements Form
  - **C.** HOA Compliance Form
  - **D.** Agreement to Pay Application Fees
- **Exhibit 3:** Existing Conditions
  - **A.** Vicinity Maps
  - **B.** GIS Parcel Reports
  - **C.** Improvement & Topographic Survey
- **Exhibit 4:** Previous Approval Documents
  - **A.** Boomerang Lot Split Subdivision Exemption Plat (Book 79 at Page 70)
  - **B.** Ordinance No. 6, Series of 2006 (Reception No. 525368)
  - **C.** Subdivision Exemption Agreement for The Boomerang Lot Split (Reception No. 525369)
- **Exhibit 5:** Proposed Amended Plat
- **Exhibit 6:** Proposed Right-Of-Way Vacation Plat
- **Exhibit 7:** Proposed Zoning Amendment Exhibit Map
- **Exhibit 8:** Proposed Yard & Landscape Easement Agreement and Exhibit Map
- **Exhibit 9:** Proposed Deed of Conservation Easement and Exhibit Map
- **Exhibit 10:** Studies and Reports About Proposed Conservation Easement Lands
- **Exhibit 11:** Proof of the Applicant's ownership (Bargain and Sale Deed, Assessor's Page, and Statement of Authority)
- **Exhibit 12:** Authorization for Haas Land Planning, LLC, (HLP) to represent the property owner for this application
- **Exhibit 13:** A list of property owners within a 300-foot radius and their mailing addresses of record

While the Applicant has attempted to address all relevant provisions of the Code and provide sufficient information to enable a thorough evaluation, questions may arise which require further information and/or clarification. Upon request, HLP will provide such additional information as may be required during the review.

II. BACKGROUND/EXISTING CONDITIONS

The Primary Parcel was created with the June 16, 2006 recording of the Boomerang Lot Spit Subdivision Exemption Plat in Book 79 at Page 70, Reception Number 525370, of the records of the Pitkin County Clerk and Recorder ("the Plat"). The Applicant's property is the 7,500 square foot Lot 1. The enabling subdivision exemption/lot split approval was granted by the Aspen City Council on April 10, 2006 pursuant to Ordinance Number 6 (Series of 2006), recorded as Reception No. 525368 ("the Ordinance"). The Ordinance and associated Plat established Lot 1 as a 7,500 square foot, Medium-Density Residential (R-6) lot. Concurrent with the Plat recording, an associated Subdivision Exemption Agreement was recorded as Reception Number 525369 ("the SEA"). Pasted below is a screenshot from the Plat:

BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION PLAT EXCERPT:

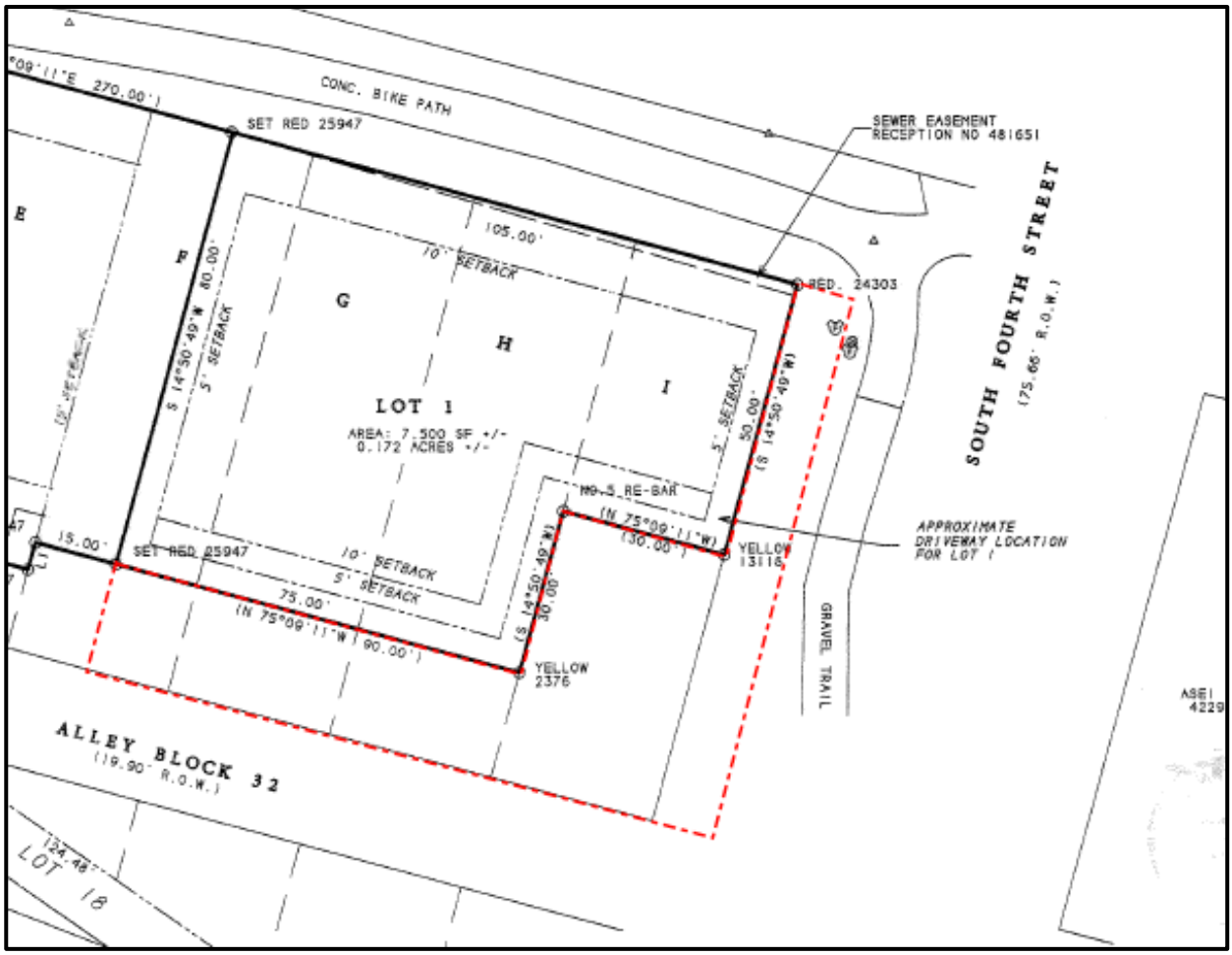


Per the Ordinance, Plat and SEA (together, "the Approvals"), Lot 1 was limited to one (1) single-family dwelling unit, with or without permitted accessory structures, subject to the use and dimensional requirements of the R-6 Zone District. That said, the Approvals provide that the owner of Lot 1 has the rights afforded under the Land Use Code to request variances from the dimensional requirements of the zone district from an entity with the authority to hear and decide such requests. A "for sale" ADU/Carriage House of between

750 and 1,200 square feet of net livable area was built on Lot 2 and serves as complete employee housing mitigation for the home developed on the subject Lot 1. Similarly, all impact fees, including but not limited to Park Development and School Land Dedication Fees were paid at the time of building permit issuance.

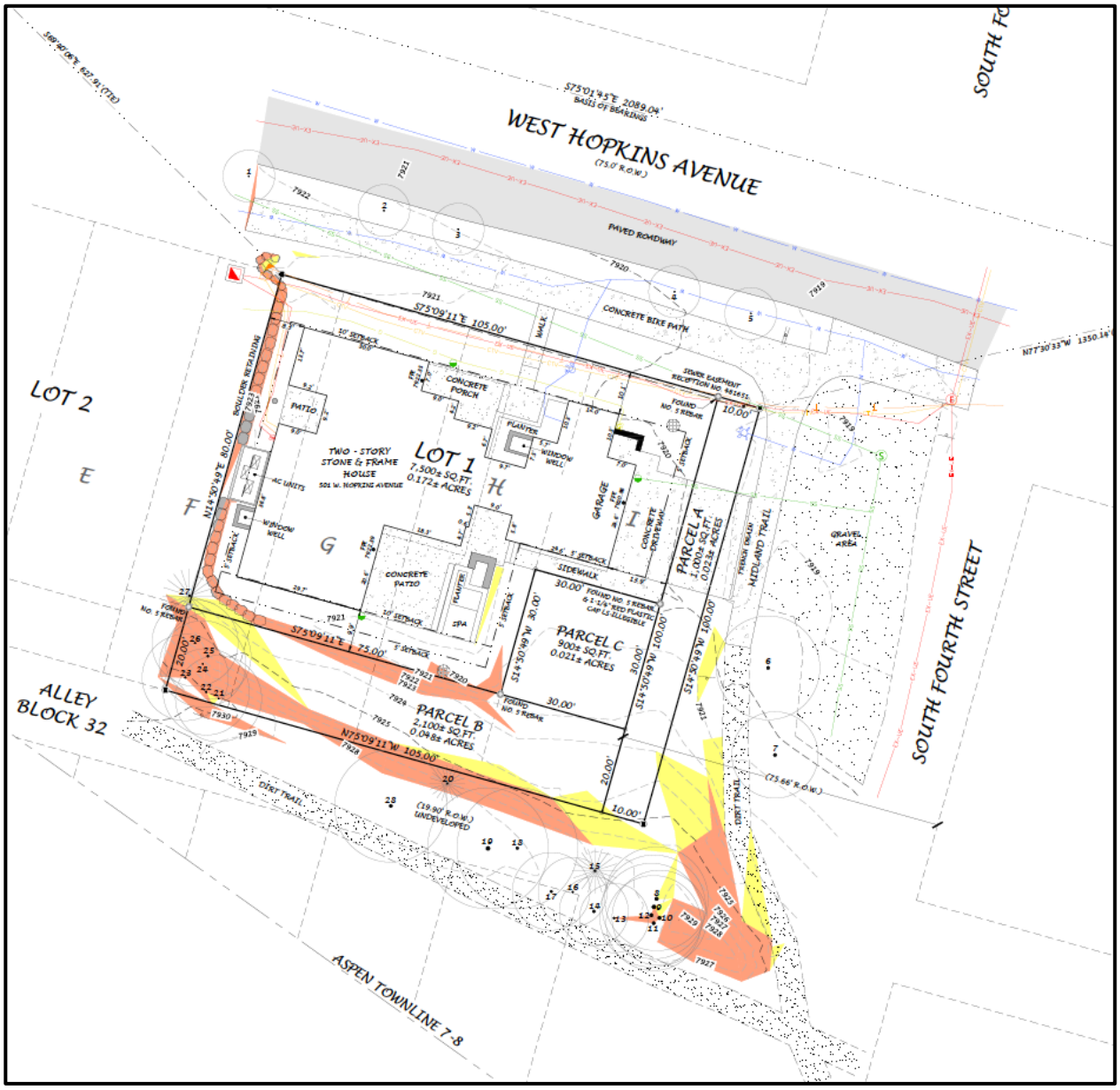
The 4,000 square feet in gross of City-owned, Park (P) zoned lands to be added to the Applicant's lot in exchange for the Deed of Conservation Easement are visible on the recorded Plat and outlined by dashed red lines on the image pasted below.

PLAT EXCERPT WITH PROPOSED CITY-OWNED EXCHANGE LANDS OUTLINED IN RED:



The existing development on the subject Lot 1, as well as the current disposition of the City-owned exchange lands, is depicted on the Improvement & Topographic Survey provided in Exhibit 3.C. The 4,000 square feet of City-owned exchange lands are made up of three parts, depicted on the Improvement & Topographic Survey as Parcels A, B and C. Pasted below is a screenshot from the Improvement & Topographic Survey depicting all existing improvements, utilities, topography and slope analysis (white is 0-20% slopes; yellow is 20-30% slopes and orange is greater than 30% slopes) on the Applicant's Lot and the three City-owned exchange parcels:

IMPROVEMENT & TOPOGRAPHIC SURVEY EXCERPT:



Parcel A is the westerly ten (10) feet of the 75.66-foot wide South Fourth Street right-of-way. Parcels B and C are understood to be separately owned by the City of Aspen, perhaps where either or both are owned by the Parks Department in particular. The City Attorney advises that bestowing ownership of Parcels B and C to a private party requires approval by a vote of the City electorate.

As the Improvement & Topographic Survey shows, pursuant to the Approvals, a single-family home has been built and issued a Certificate of Occupancy on the subject Lot 1. The home utilized the maximum allowable floor area with the extinguishing of a single transferable development right. The side yard setbacks of the development on the existing 7,500 square feet lot are 8.3-feet on the west and 13.9-feet on the east, for a total of 22.2-

feet combined. This is nonconforming by 0.3 feet (3.6 inches) with respect to the 22.5-feet of required combined side yard setbacks.

As was required by the Approvals, geotechnical and soil stability reports performed by a qualified, licensed engineer were provided to the City to demonstrate that the land is suitable to handle the development. A similar report was provided demonstrating that rock fall from the slope above the development was sufficiently mitigated to prevent hazards. Building permits and subsequent Certificate of Occupancy were duly issued. As such, it is apparent that these reports were deemed sufficient for the purposes required and that all other requirements of the Approvals, including public improvements, were similarly satisfied.

The Approvals also require that vehicular access for Lot 1 be taken from the adjacent South Fourth Street stub, and that there be no vegetation taller than 30-inches from existing grade within the area fifteen (15) feet south or north of the driveway, at the property line or in the public right-of-way to maintain a sufficient view corridor for trail users to see vehicles crossing the trail. The Improvement & Topographic Survey demonstrates that access was properly taken from the South Fourth Street stub, and the issuance of a Certificate of Occupancy by the City indicates that sufficient view corridors were maintained.

While the Approvals prohibited "*further subdivision of either lot in the Boomerang Lot Split without approval(s) from the City of Aspen*," this application seeks only to add land to Lot 1, which is not considered "further subdivision" of the property. Moreover, any approvals granted pursuant to this application would qualify as "approval(s) from the City of Aspen" and, therefore, be consistent with the terms and limitations of the Boomerang Lot Split Subdivision Exemption entitlements.

As the Improvement & Topographic Survey shows, the City-owned parcels proposed for transfer to the applicant are largely devoid of utilities. There is a fire hydrant at the northeast corner of Parcel A while the very northerly edge of that parcel is crossed by underground electric and cable television lines that already run through the applicant's front yard area. The only other utility in the City-owned parcels is the sanitary sewer service line connection that runs from within the South Fourth Street right-of-way to the applicant's existing home. Parcels B and C have no known utilities within them.

The City-owned parcels are essentially flat other than previously disturbed slopes at the southwest corner. These slopes are considered to have been artificially steepened by the dumping of overburden during previous mining activities, construction of the old railroad grade, and/or improvement of the Midland Trail. The steepness of these slopes is not a natural condition.

The Conservation Easement area is depicted on the Vicinity Map provided above (page 3). It extends from Aspen Townsite Line 7-8, basically up to the top of Shadow Mountain

and back down its westerly side to and across Castle Creek. Its 19.329 +/- acres is comprised of patented mining claims, including all or parts of the Pride of Aspen M.S. 7364, Copperopolis M.S. 1759, Extra M.S. 4712 and Gov't Lot 34.

The base of the conservation parcel, at the Aspen Townsite Line, resides at approximately 7,940 feet in elevation. The first 100-feet in elevation, up to the City's mapped 8040-Greenline, has an area of 1.64-acres in which the recognizable piles of mine rock and existing City trail crossings are located. On the opposite end of the Conservation Easement parcel, there is some relatively flat area along both sides of Castle Creek (which runs through the parcel) just upslope from which an old historic ditch/water flume and an associated roadbed traverse the parcel, all somewhat accessible from the end of South Seventh Street. The Shadow Mountain areas between these two ends of the Conservation Parcel are characterized by steep slopes, dense forest, and rock outcroppings.

AERIAL PHOTOGRAPH OF CONSERVATION EASEMENT PARCEL (OUTLINED IN LIGHT BLUE):

The Conservation Easement Parcel was, at one time, part of a larger 29.089-acre property. That larger property was owned by Hans Gramiger, who is now deceased, and included the 9.76 or so acres that extended down from the top of Shadow Mountain to the intersection of West Hopkins Avenue and South Seventh Street. While under Mr. Gramiger's ownership, the City and County showed interest in securing preservation of the lands and/or rights for public access for trails and recreation. It would come as no surprise to anyone who ever knew Mr. Gramiger that he was unshakably unwilling to work with the local governments to in any way guarantee preservation or to allow any such public use or access.

Prior to his passing, Mr. Gramiger sold a deed for the 9.76-acre area to an adjacent property owner who also proved steadfast in their unwillingness to work with the local governments for preservation of public access rights. Upon his passing, the 19.329-acre proposed conservation easement parcel was bequeathed to his heirs, the Alexander family from Grand Junction. The Alexanders struggled with ways to separate the parcel from the merged portion but never made any true progress due in part to a complete unwillingness on the part of the other owner to cooperate or even hold any meaningful discussions. As a result, the Alexanders put the 19.329-acres up for sale.

Back in 2017 or so, Pitkin County Open Space and Trails offered the Alexanders a price of $850,000 for the land but that offer was rejected and the Alexanders, like Mr. Gramiger before them, were unwilling to negotiate any kind of preservation guarantees or public access. Instead, the Alexanders listed the property for sale and the current Applicant, Mr. Bob Olson, closed on the $1 million purchase on December 24, 2018. Being the owner of the then under-construction home at the base of the parcel, Mr. Olson purchased the land for prophylactic purposes to know that nobody could do or propose anything he might oppose right behind his home.

Upon learning that the City and County had for decades desired some level of control or rights to the property he now owned, Mr. Olson found himself the first owner willing to listen and engage. Both directly and through his representatives, Mr. Olson has since been cooperatively discussing various iterations of the proposal contained in this application with representatives of the City of Aspen Parks Department and Attorney's office as well as Pitkin County Open Space and Trails.

With sufficient progress having been made in the discussions, the Applicant agreed to and has incurred and covered all costs associated with preparing this application and the associated documents (including but not limited to legal fees, planning costs, and surveyor fees) and the costs of going through the City land use approvals process.

In the end, the City and County unsuccessfully pursued a level of interest and control over the proposed Conservation Easement lands for a matter of decades. Only now, with this Applicant, does the City and County finally find themselves in a position where there is an earnest opportunity to achieve the public goals of open space preservation and

recreational trail use and access. Not only is the opportunity being presented, but the deal being offered is quite generous when put into proper perspective.

A standard block in the City and Townsite of Aspen has an area of 59,400 square feet, including the 20-foot-wide alley right-of-way. The proposed Conservation Easement includes 841,971 square feet of land. In other words, the Applicant is seeking ownership of just 4,000 square feet of land and a yard and landscape easement over another 1,999 square feet in exchange for the proposed Conservation Easement parcel that could hold more than 14 full City blocks. For sake of comparison, Aspen's entire Commercial Core Zone District contains less than 12 full City and Townsite blocks.

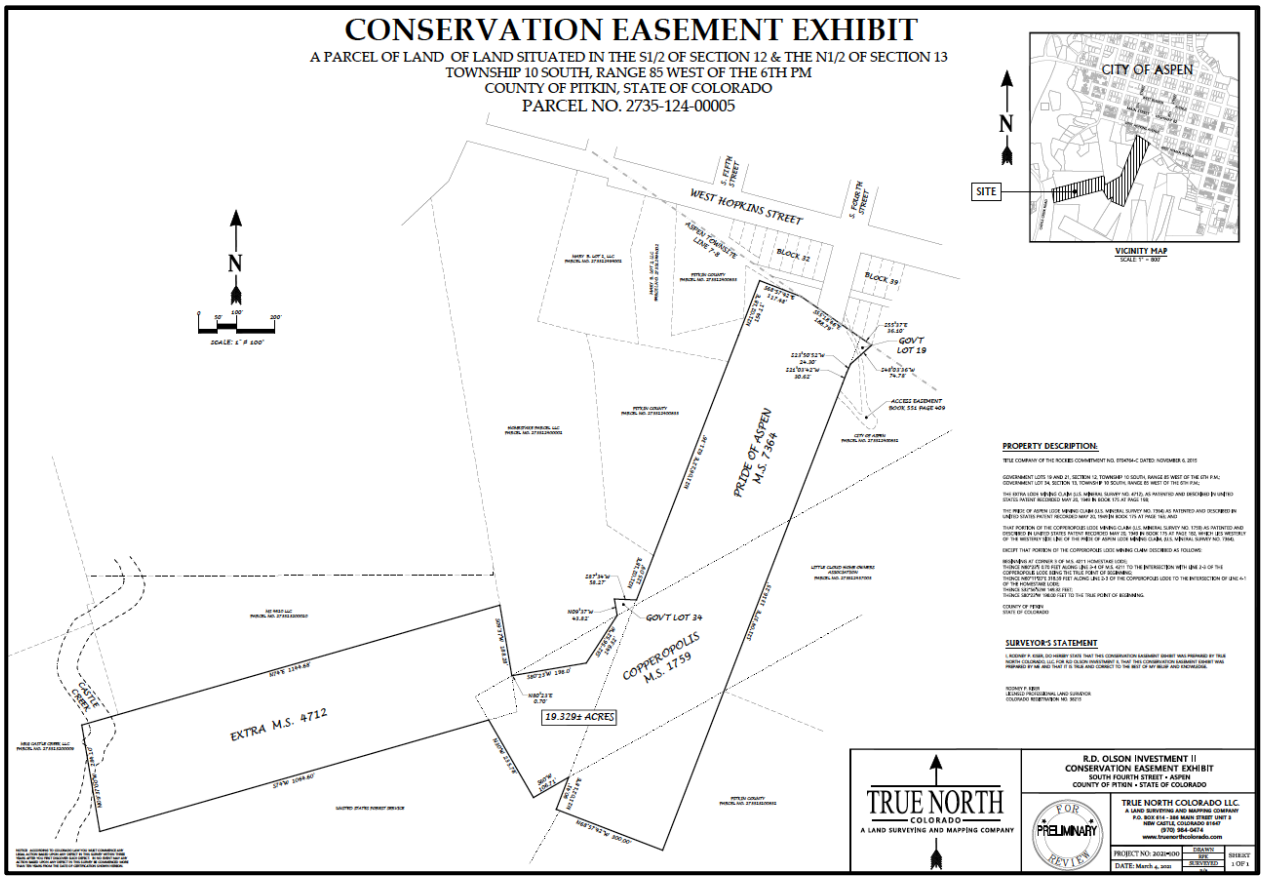
The parcel proposed for acquisition by the Applicant is less than 0.5% of the size of the conservation easement being offered in exchange to the City and County. In other words, the proposed Conservation Easement has an area that is more than 210-times that of the land the Applicant stands to acquire. The Applicant gains approximately 0.092-acre of land while granting to the City and County 19.329-acres of Conservation Easement for open space and trails that the City and County have actively sought for at least the last two decades, if not longer.

III. PROPOSAL SUMMARY

This application seeks the necessary land use approvals to enable a proposed land-for-conservation easement exchange between the Applicant (R.D. Olson Investments, LLC) and the City of Aspen. In its most basic terms, with details further explained below, the Applicant owns Lot 1 of the Boomerang Lot Split Subdivision and would be acquiring 4,000 square feet of City-owned property to add to his lot. In exchange, the Applicant will dedicate to the City of Aspen and Pitkin County, jointly, a 19.329-acre conservation easement that allows for maintenance and development of trails as well as open space preservation in perpetuity. The final terms of the exchange and, in turn, of any approvals obtained pursuant to this application will be spelled out in an ordinance, which will be subject to a public vote of the City of Aspen electorate to be held November 2, 2021.

The Applicant proposes to grant to the City of Aspen Parks Department and Pitkin County Open Space and Trails, jointly, a Deed of Conservation Easement over all 19.329-acres (approximately 841,971 square feet) of his land to the south of the Midland trail with rights for trail maintenance and trails development, as shown on the screenshot image pasted below. The proposed Deed of Conservation Easement is provided herewith for review.

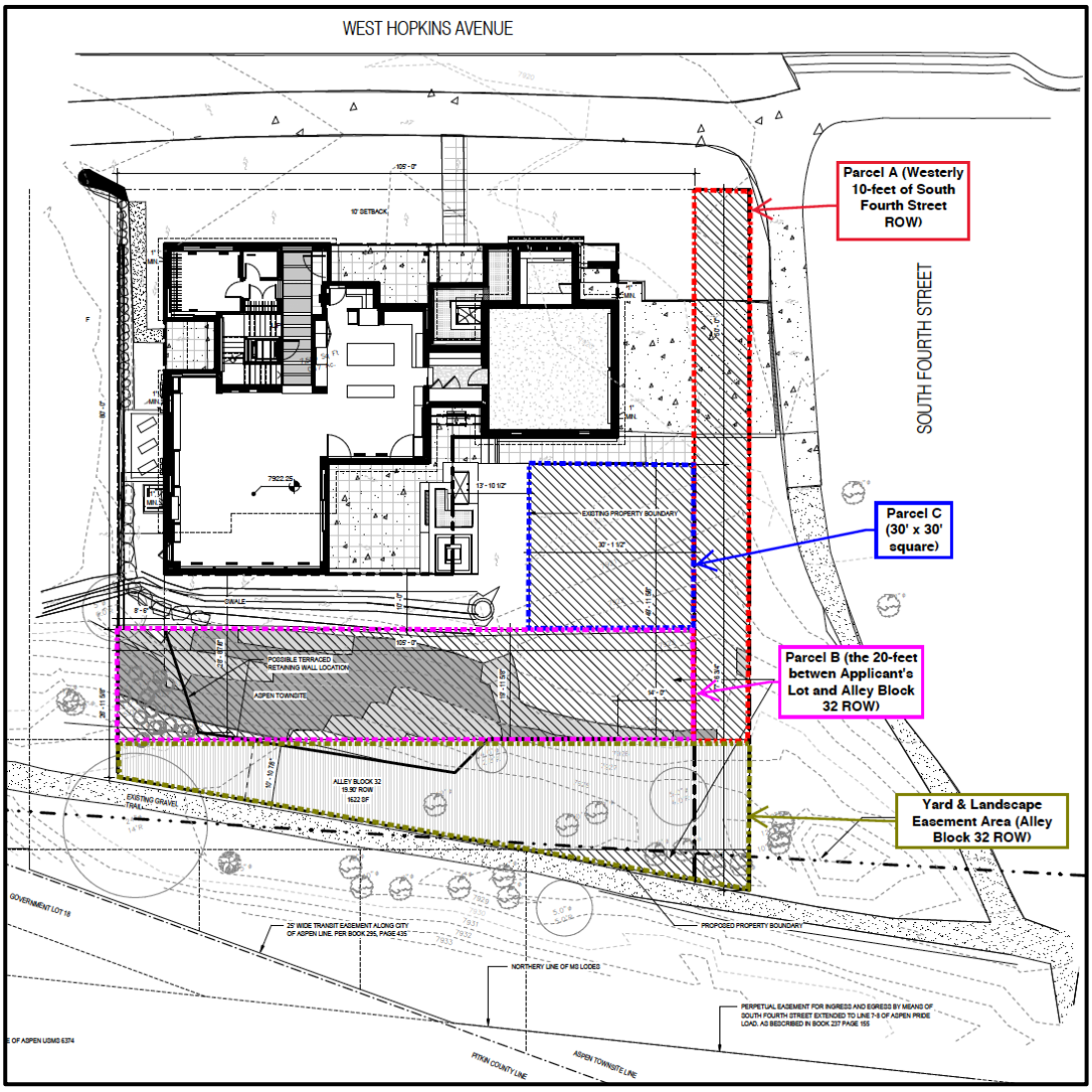
Conservation Easement Parcel Exhibit Map:



In exchange, the City would grant to the Applicant fee simple ownership of the 4,000 square feet of land depicted as Parcels A (10' x 100'), B (105' x 20') and C (30' x 30') on the map pasted below. The City would also grant the Applicant a Yard and Landscape easement area (1,999 square feet) to allow installation of retaining, drainage and landscaping improvements, subject to City Parks Department plans approval, which approval shall not be unreasonably withheld. The Applicant would, at his cost and pursuant to duly issued building permits, install and maintain a retaining wall and enjoy yard usage rights of the area to the north of the wall. A proposed Yard and Landscape Easement Agreement and the proposed design of the wall and landscaping is provided for review with this application.

The described City-Owned Exchange areas are shown on the image pasted below.

PROPOSED CITY-OWNED EXCHANGE LANDS:



Parcel A is the westerly 10-feet of the South Fourth Street right-of-way and this application seeks to vacate that area, leaving the South Fourth Street stub with a remaining and more than adequate 65.66 feet of width. The combined 4,000 square feet of land contained in Parcels A, B and C will be added to the Applicants property through an amendment of Lot 1, Boomerang Lot Split Subdivision Exemption Plat. Vacation of right-of-way and adding the area to the Applicant's lot requires Major Subdivision approval. Parcels A, B and C need to be concurrently rezoned from Park (P) to Medium-Density Residential (R-6) to match with and be properly incorporated into the Applicant's lot.

Both the Subdivision and the Rezoning require review and approval by City Council, but additional City Council approval is required since this application includes a proactive request to allow for any future affordable housing mitigation to be satisfied via Cash-in-Lieu at the rate in effect at the time of application. Any mitigation would be for the incremental increase in floor area that might occur with an addition to the existing residence and, rather than maybe need to come before Council in the future to request the ability to satisfy it with cash-in-lieu as opposed to having to utilize Affordable Housing Credit Certificates, the Applicant prefers to have this option approved with this application.

Furthermore, as a condition of the proposed land exchange, the Applicant requires modest dimensional variations, as follows:

(1) A maintained 5-foot minimum west side yard setback where 15-feet would typically be required for the resulting lot;
(2) No combined side yard setback requirement will apply, effectively leaving the combined side yard setback requirement at 10-feet where the resulting lot would typically require 38.75-feet of combined side yard setbacks; and
(3) Net Lot Area reductions for steep slopes and areas within a vacated right-of-way shall not apply to the resulting lot, leaving an effective Net Lot Area of 11,500 square feet.

Briefly put, as a condition of the land-for-conservation easement exchange, the Applicant requires the approval ordinance and resulting plat to state that: (a) "*No lot area reductions (for slopes or vacated rights-of-way) will apply to the resulting 11,500 square foot property*;" (b) "*The minimum side yard setback requirement shall continue to be 5 feet and there is no combined side yard setbacks requirement for Amended Lot 1*." It will also be necessary for the ordinance and plat to specified that, (c) "*Any applicable affordable housing mitigation requirement for additional Floor Area developed on the resulting lot can be satisfied by either payment of the then applicable fee in-lieu without further review or through other means allowed in the Land Use Code, at Applicant's discretion*."

Regarding the third condition, the Applicant is merely seeking to proactively allow for any future affordable housing mitigation to be satisfied via Cash-in-Lieu at the rate in effect at the time of building permit application. Any mitigation would be for the incremental increase in floor area that might occur on the resulting lot and, rather than maybe need to come before

Council in the future to request the ability to satisfy it with cash-in-lieu as opposed to having to utilize Affordable Housing Credit Certificates, the Applicant prefers to have this option approved at this time.

Finally, the Applicant requests that City Council grant at least 5 years of vested property rights. The Applicant feels strongly that this minimum vesting period is warranted given that there will be a good deal of time consumed by the need for the public vote and follow-up processes to complete and memorialize the exchange and the fact that the City and County will have its part of the deal (the Conservation Easement) in perpetuity as the Deed of Conservation Easement would be recorded concurrently with the Amended Plat and any associated documents.

IV. REVIEW REQUIREMENTS

The Community Development Director authorized a consolidated application process pursuant to Code Section 26.304.060(b)(1). As such, decision-making authority for all the various proposals contained herein will lie with the Aspen City Council for inclusion within a single Ordinance that will require ratification by the general electorate.

As the Pre-Application Conference Summary (attached as Exhibit 1) explains, the extent, limitations, and legal requirements of the proposed Deed of Conservation Easement to be jointly granted to the City and County in exchange for the approvals requested herein do not fall within the jurisdiction of the Land Use Code and the Conservation Easement exchange is not implicitly related to the review criteria for the proposed Subdivision or Rezoning. As such, Community Development Department did not require inclusion of the proposed Deed of Conservation Easement with this application.

Nevertheless, the Applicant has included a copy of the proposed Deed of Conservation Easement for review (and acceptance) by the City and County since it is understood that the transfer of City-owned lands to the Applicant and subsequent Rezoning are to be conditioned upon the dedication of the conservation easement to the City and County. It is further recognized that approval of the transfer of City-owned lands requires a public vote and that process is separate and distinct from the Subdivision and Rezoning processes addressed herein.

Chapter 26.480 of the Land Use Code provides the regulations and standards for Subdivision actions within the City of Aspen. Because this application involves a requested Street (right-of-way) Vacation, the review is Major Subdivision and the Applicant must provide information relevant to and address the requirements in Code Sections 26.480.040, General Subdivision Review Standards, and 26.480.070, Major Subdivision.

Chapter 26.310 of the Land Use Code provides the regulations and standards for the Rezoning of the City-owned lands from Park (P) to Medium-Density Residential (R-6). Pursuant to said Chapter, this application provides information relevant to and addresses the requirements in Code Sections 26.310.060, Rezoning Procedure for Amendment, 26.310.080, Rezoning Application Contents, and 26.310.090, Rezoning Standards for Review.

The Zoning Map Amendment, Subdivision and City lands transfer are Planning and Zoning and Council level reviews. Neighborhood Outreach will be completed prior to the public hearings in accordance with the Land Use Code Section 26.304.035. Per staff's recommendation, the Applicant will provide enhanced public information according to Section 26.304.035.C., including additional information about the application in both the mailing notice and the posting on site. The additional information (besides the standard public notice information) included in the mailing and the posted notice signs will include a

copy of the Improvement & Topographic Survey and the proposed Amended Plat along with a summary description of the proposal.

Both the Subdivision and the Rezoning require review and approval by City Council, but additional City Council approval is required to allow for any future affordable housing mitigation to be satisfied via Cash-in-Lieu and to allow the modest dimensional variations of the proposal. Finally, the request for more than 3-years of vested property rights can only be approved by City Council.

The relevant review standards of the Code have been identified in the Pre-Application Conference Summary attached as Exhibit 1. This section of the application addresses said Code Sections/review standards in the following order:

A) Major Subdivision (§26.480.030.C, §26.480.040, §26.480.070.A and B, and §26.490)

B) Amendments to the Zoning Map (§26.310)

C) Variances – Dimensional Requirements (§26.314.040.A)

D) GMQS – Provision of Required Affordable Housing Via a Fee-In-Lieu Payment (§26.470.110.C)

E) Miscellaneous (§26.710.040, R-6 Zone District, and §26.575.020, Calculations and Measurements)

F) Vested Rights Extension (§26.308)

While identified in the Pre-Application Conference Summary as relevant Code Sections, the Common Development Review Procedures and Neighborhood Outreach provisions do not require addressing but are acknowledged and will be complied with as directed by City staff during the review and entitlements process. The same is largely true of Section 26.480.030.C, Procedures for Review of a Major Subdivision. Sections 26.490, (Approval Documents for Plat Requirements), 26.710.040 (R-6 Zone District), and 26.575.020 (Calculations and Measurements) are largely addressed throughout this application and in the associated submission documents but are further discussed to the extent necessary, below.

A. MAJOR SUBDIVISION (§§26.480.030.C, .040, .070.A AND B, & .490)

The purpose of Chapter 26.480, Subdivision, of the Aspen Land Use Code is to: (a) assist in the orderly and efficient development of the City; (b) ensure the proper distribution of development; (c) encourage the well-planned subdivision of land by establishing standards for the design of a subdivision; (d) safeguard the interests of the public and the subdivider and provide consumer protection for the purchaser; (e) provide procedures so that development encourages the preservation of important and unique natural or scenic features, including but not limited to mature trees or indigenous vegetation, bluffs,

hillsides or similar geologic features or edges of rivers and other bodies of water; and (f) promote and protect the health, safety and general welfare of the residents of the City of Aspen.

Chapter 26.480 applies to the division or aggregation of real estate into lots, parcels, tracts, or other physical units or legal interests of land, for the purpose of transferring or enabling transfer of deeded interests in real estate including fee simple interest or similar forms of real estate interest. Chapter 26.480 also applies to the creation, alteration, realignment, amendment, vacation, or elimination of any lot line, property boundary, subdivided real estate interest, or other physical or legal definition of real estate, established by or reflected on a plat or deed recorded in the office of the Pitkin County Clerk and Recorder. In addition, subdivision review is required for the dedication, boundary alteration, realignment, or any partial or whole vacation of a Street, Alley, or other vehicular right-of-way. Finally, Chapter 26.480 applies to creating, amending, aggregating, or vacating separate deeded interests in a property.

Because this application involves a requested Street (right-of-way) Vacation and the aggregation of the vacated right-of-way and other City-owned lands into Lot 1 of the Boomerang Lot Split Subdivision Exemption Plat, the review is Major Subdivision and the Applicant must provide information relevant to and address the requirements in Code Sections 26.480.040, General Subdivision Review Standards, and 26.480.070, Major Subdivision.

1. Sec. 26.480.040, General Subdivision Review Standards

All subdivisions are required to meet the following general standards and limitations in addition to the specific standards applicable to each type of subdivision. The applicable standards are provided below in indented and *italicized text* and each is immediately followed by the Applicant's response demonstrating compliance or consistency therewith, as applicable.

> *(a) Guaranteed Access to a Public Way. All subdivided lots must have perpetual unobstructed legal vehicular access to a public way. A proposed subdivision shall not eliminate or obstruct legal vehicular access from a public way to an adjacent property. All streets in a Subdivision retained under private ownership shall be dedicated to public use to ensure adequate public and emergency access. Security/privacy gates across access points and driveways are prohibited.*

The proposal involves adding lands to an existing, previously approved lot. The lot has perpetual, unobstructed legal vehicular access to West Hopkins Avenue by way of the South Fourth Street stub, both of which are public rights-of-way. The existing driveway will continue to provide access into the lot from the S. Fourth Street right-of-way, which after the proposed vacation will maintain 65.66 feet of unobstructed width. All other properties utilizing the S. Fourth Street right-of-way will maintain unobstructed access as well. There are and will not be any streets within the subdivision. However, by virtue of

the Certificate of Ownership on the proposed Plat, the Applicant is dedicating to the public utility service providers an easement at the northeast corner of the lot "for installation, maintenance, repair and replacement of underground utility services, drainage improvements and an above-ground fire hydrant, and for access to the same." No security or privacy gates across access points or driveways are proposed.

(b) Alignment with Original Townsite Plat. The proposed lot lines shall approximate, to the extent practical, the platting of the Original Aspen Townsite, and additions thereto, as applicable to the subject land. Minor deviations from the original platting lines to accommodate significant features of the site may be approved.

The proposed lot lines conform to and align with the platting of the Original Aspen Townsite. In fact, the proposed lot boundaries better conform to and align with the Original Aspen Townsite plat than do the existing boundaries.

(c) Zoning Conformance. All new lots shall conform to the requirements of the zone district in which the property is situated, including variations and variances approved pursuant to this Title. A single lot shall not be located in more than one zone district unless unique circumstances dictate. A rezoning application may be considered concurrently with subdivision review.

The amended lot will contain 11,500 square feet where the final underlying R-6 zoning stipulates a minimum lot area of 6,000 square feet. The lot will also have a 115-foot lot width where the required minimum is 60-feet. As such, the resulting lot will be a fully conforming lot of record. A rezoning is concurrently requested with this subdivision to change the P zoning on the City exchange parcels to match the R-6 zoning of the Applicant's property and will result in only one applicable zone district.

(d) Existing Structures, Uses, and Non-Conformities. A subdivision shall not create or increase the non-conformity of a use, structure or parcel. A rezoning application or other mechanism to correct the non-conforming nature of a use, structure, or parcel may be considered concurrently.

In the case where an existing structure or use occupies a site eligible for subdivision, the structure need not be demolished and the use need not be discontinued prior to application for subdivision.

If approval of a subdivision creates a non-conforming structure or use, including a structure spanning a parcel boundary, such structure or use may continue until recordation of the subdivision plat. Alternatively, the City may accept certain assurance that the non-conformities will be remedied after recordation of the subdivision plat. Such assurances shall be reflected in a development agreement or other legal mechanism acceptable to the City Attorney and may be time-bound or secured with a financial surety.

The existing structure and use are in conformance with the requirements of the underlying R-6 zoning. The proposed subdivision, with concurrent approval of the proposed setback provisions, will not result in any nonconformities.

2. Sec. 26.480.070, Major Subdivisions

Code Section 26.480.070 provides that major subdivisions shall be approved, approved with conditions, or denied by the City Council, after receiving a recommendation from the Planning and Zoning Commission. Major subdivisions are subject to Section 26.480.030, Procedures for Review, the standards and limitations of Section 26.480.040, General Subdivision Review Standards (addressed above), and the standards and limitations of each type of subdivision, described below.

> ***(a) Land Subdivision.*** *The division or aggregation of land for the purpose of creating individual lots or parcels shall be approved, approved with conditions, or denied according to the following standards:*
>
> *(1) The proposed subdivision complies with the requirements of Section 26.480.040—General Subdivision Review Standards.*

If not for involving a requested vacation of the westerly 1-feet of the South Fourth Street right-of-way, this application would be reviewed as a minor subdivision. However, the proposed aggregation of land for purposes of adding to an individual lot is considered a major subdivision. Compliance with the requirements of Section 26.480.040 has been demonstrated above.

> *(2) The proposed subdivision enables an efficient pattern of development that optimizes the use of the limited amount of land available for development.*

The proposed subdivision enables an efficient pattern of development and optimizes the use of the limited amount of land available for development. The existing lot is fully built out. The addition of just 4,000 square feet of contiguous land enables the development of only 360 square feet of additional floor area if the single-family residential use is maintained or 780 square feet of additional floor area if a second dwelling unit is added.

Either way, the actual floor area ratio (Floor Area : Lot Area) is substantially reduced. That is, the existing 7,500 square foot lot allows 3,450 square feet of floor area for its single-family use, which equates to a 0.46 FAR. The resulting 11,500 square foot lot would allow 3,810 square feet of floor area for single-family use (0.33 FAR) or 4,230 square feet of floor area for two dwellings (0.37 FAR). Therefore, even if maximized, which would represent the most efficient pattern of development and optimization of the limited amount of land available, the actual FAR is reduced by 9%.

Meanwhile, in exchange for these modest increases, the parcel proposed for acquisition by the Applicant is less than 0.5% of the size of the 841,971 square foot conservation easement being offered to the City and County. The proposed Conservation Easement has an area that is more than 210-times that of the land the Applicant stands to acquire. Moreover, the Conservation Easement optimizes open space and trails immediately adjacent to the original Aspen Townsite and connected with the Midland Trail and West

Hopkins Avenue pedestrian/bike corridor. Control over this 19.329-acres has been a goal of the City and County for at least the last two decades, if not longer.

If efficiency and optimization are still a concern relative to value, then consider the following. As a matter of public record, the Applicant paid $1,000,000 for the proposed Conservation Easement land. The added value the Applicant stands to gain in unbuilt floor area rights, therefore, would come at a cost of $1,282 per square if used for the additional of a second dwelling or $2,778 per square foot is used for an addition to the existing single-family use. By way of comparison, a 250 square foot City of Aspen transferable development right (TDR) sells for approximately $165,000, or approximately $660 per square foot of unbuilt floor area rights. Furthermore, any additional floor area developed by the Applicant will be fully mitigated for employee housing and any other applicable impact fees in accordance with the then-effective requirements. In other words, no matter how one looks at it and at little to no cost to taxpayers, the City is being offered the opportunity for nothing short of a screaming-good deal that will greatly and perpetually benefit the public.

These numbers do not even factor in the substantial "soft costs" the Applicant is incurring and risking in making this exchange possible, including but not limited to the last 2½ years of taxes and carry/opportunity costs on the property, the City's review fees, professional services fees (i.e., surveying, legal, planning, etc.), and his share of the cost that will be associated with a public election.

(3) The proposed subdivision preserves important geologic features, mature vegetation, and structures or features of the site that have historic, cultural, visual, or ecological importance or contribute to the identity of the town.

The proposed subdivision and land exchange would guarantee the perpetual preservation of 19.329 acres of important geological features, mature vegetation and features that have historic, cultural, visual, and ecological importance, all of which greatly and indisputably contributes to the identity of the town. In addition to these significant preservation values, the City also stands to gain the ability to implement important, long desired trail links and connections that would forever benefit both residents and visitors. The land that would be added to the Applicant's lot contains no important features, vegetation or structures that contribute to the historical, cultural, visual or ecological identity of the town.

(4) The proposed subdivision prohibits development on land unsuitable for development because of natural or man-made hazards affecting the property, including flooding, mudflow, debris flow, fault ruptures, landslides, rock or soil creep, rock falls, rock slides, mining activity including mine waste deposit, avalanche or snow slide areas, slopes in excess of thirty percent (30%), and any other natural or man-made hazard or condition that could harm the health, safety, or welfare of the community. Affected areas may be accepted as suitable for development if adequate mitigation techniques acceptable to the City Engineer are proposed in compliance with Title 29—

Engineering Design Standards. Conceptual plans for mitigation techniques may be accepted with specific design details and timing of implementation addressed through a Development Agreement pursuant to Chapter 26.490—Approval Documents.

By placing the subject 19.329 acres into a conservation easement to be granted to the City and County, all the types of unsuitable land described in this standard would be precluded from development except for appropriate development of trails to be undertaken by the City and County. The land to be added to the Applicant's lot is suitable for development and any limited potential of hazards will be completely mitigated in accordance with applicable City of Aspen engineering and design requirements. The land to be added to the Applicant's lot is no more subject to hazards than is the land within his existing lot, and any new development will require the same types of studies and design considerations that were required in association with development of the existing residence.

(5) There has been accurate identification of engineering design and mitigation techniques necessary for development of the proposed subdivision to comply with the applicable requirements of Municipal Code Title 29 - Engineering Design Standards and the City of Aspen Urban Runoff Management Plan (URMP). The City Engineer may require specific designs, mitigation techniques, and implementation timelines be defined and documented within a Development Agreement.

All identification of engineering design and mitigation techniques for development of the proposed subdivision was accurately carried out in association with construction of the Applicant's existing residence. The land to be added to the Applicant's lot is no more subject to hazards than is the land within his existing lot, and any new development will require the same types of engineering studies and design considerations that were required in association with development of the existing residence.

(6) The proposed subdivision shall upgrade public infrastructure and facilities necessary to serve the subdivision. Improvements shall be at the sole cost of the developer.

It is not anticipated that the proposed subdivision would generate impacts that would necessitate upgrades to public infrastructure and facilities. However, should any such improvements prove necessary, the Applicant will bear all associated costs.

(7) The proposed subdivision is exempt from or has been granted all growth management approvals pursuant to Chapter 26.470—Growth Management Quota System, including compliance with all affordable housing requirements for new and replacement development as applicable.

The proposed addition of lands to a lot within a previously approved subdivision is exempt from all growth management approvals pursuant to Chapter 26.470 of the Code. The existing dwelling on the Applicant's lot provided affordable housing mitigation in the form a newly build, deed-restricted, for sale dwelling unit that is located on Lot 2 of the Boomerang Lot Split. See Plat Notes on the Boomerang Lot Split Subdivision Exemption

Plat, Section 6 of Ordinance No. 6, Series of 2006, and Section 3.e. of the Subdivision Exemption Agreement, all of which are attached as Exhibit 4.

(8) The proposed subdivision meets the School Land Dedication requirements of Chapter 26.620 and any land proposed for dedication meets the criteria for land acceptance pursuant to said Chapter.

School land dedication fees were paid in association with development of the existing home on Lot 1. If additional fees are required in association with any new development on the resulting lot, the Applicant will pay those at the appropriate time.

(9) A Subdivision Plat shall be reviewed and recorded in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490—Approval Documents.

A proposed Amended Subdivision Plat is provided herewith for review, as Exhibit 5. In addition, a proposed Right-Of-Way Vacation Plat is provided as Exhibit 6. Both will be recorded in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490, Approval Documents.

(10) A Development Agreement shall be reviewed and recorded in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490—Approval Documents.

Should this application be approved, and the public election be successful, a Development Agreement, including amendment of the recorded Subdivision Exemption Agreement for the Boomerang Lot Split, will be provided to the City for review and recording in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490, Approval Documents.

(b) Vehicular Rights-of-Way. *The dedication, boundary alteration, realignment, or any partial or whole vacation of a Street, Alley, or other vehicular right-of-way serving more than one (1) parcel, shall be approved, approved with conditions, or denied according to the following standards:*

(1) The proposed change maintains or improves the public health, safety, and welfare of the community and is in the best interests of the City of Aspen.

The proposed right-of-way vacation and dedication is an integral component and requirement of the proposed exchange to the City of a dedicated Deed of Conservation Easement over 19.329-acres that would perpetually preserve important open space lands while allowing for the maintenance and development of important trail connections and links. In this light, the proposed change to the South Fourth Street right-of-way will not just maintain but vastly improve the public health, safety, and welfare of the community and is in the best interests of the City of Aspen.

The proposed partial (westerly 10-feet by 100-feet deep) South Fourth Street right-of-way vacation along with its dedication to and boundary alteration of Lot 1 of the Boomerang Lot Split maintains the public health, safety, and welfare of the community and is in the best interests of the City of Aspen. The South Fourth Street right-of-way has never been used as a street. Instead, it serves as vehicular access to only two private homes, one of

which is owned by the Applicant. Otherwise, it serves as public pedestrian and bicycle access to the Midland and Little Cloud trails. These access functions, along with underground utility use, will continue within the remaining 65.66 feet of right-of-way width without issue or adverse effect. Furthermore, while 1,000 square feet of right-of-way would be vacated, the northeast 10'W x 12'D (120 square feet) area of the vacation, by virtue of the Certificate of Ownership on the proposed Plat, will be dedicated to public utility service providers as an easement "for installation, maintenance, repair and replacement of underground utility services, drainage improvements and an above-ground fire hydrant, and for access to the same."

(2) The proposed change to the public rights-of-way maintains or improves safe physical and legal access from a public way to all adjacent properties and shall not restrict the ability for a property to develop by eliminating or hindering access. Redundant access, such as a primary street access plus alley access, is preferred.

Please refer to the response provided for the previous review standard. The proposed change to the public right-of-way fully maintains safe physical and legal access from a public way to all adjacent properties and does not in any way eliminate or hinder access or restrict the ability of a property to develop. The only other property that utilizes the South Fourth Street stub for vehicular access will continue to have the same, unaltered access while still fronting on West Hopkins Avenue and maintaining contiguity to the Block 39 alley right-of-way. Trail access will be unaffected as well.

(3) The design of the proposed change complies with Municipal Code Title 29—Engineering Design Standards and is consistent with applicable adopted policies, plans, and approved projects for the area (such as a highway access policy, an approved development project, an infrastructure plan, a trails plan, an improvement district plan, and the like).

Preliminary discussions with City of Aspen staff have confirmed that the proposed right-of-way vacation, including the proposed dedication of utility easement over the north 12-feet of the vacated area, complies with Municipal Code Title 29, Engineering Design Standards, and is consistent with applicable adopted policies, plans, and approved projects for the area. The proposed dedication of conservation easement would also greatly advance long-held goals of trails and open space plans.

(4) The proposed change maintains or improves normal traffic circulation, traffic control capabilities, access by emergency and service vehicles, pedestrian and bike connections, drainage infrastructure, street and infrastructure maintenance needs, and normal operating needs of the City including snow removal.

Please see the response provided for standard (b)(1), above. As explained above, the proposed change maintains or improves normal traffic circulation, traffic control capabilities, access by emergency and service vehicles, pedestrian and bike connections, drainage infrastructure, street and infrastructure maintenance needs, and normal operating needs of the City, including snow removal.

(5) For all new rights-of-way and physical changes to existing rights-of-way, the applicant shall design and construct the proposed right-of-way improvements according to the design and construction standards of the City Engineer. Upon completion, the right-of-way improvements shall be subject to inspection and acceptance by the City Engineer. The City may require a performance warranty. The requirements of this criterion shall be reflected in a Development Agreement.

This standard is not applicable. No new rights-of-way are proposed, nor are any physical changes to existing rights-of-way that will remain.

(6) For partial or full vacation of existing rights-of-way, the applicant shall demonstrate the right-of-way, or portion thereof, has no current or future use to the community as a vehicular way, pedestrian or bike way, utility corridor, drainage corridor, or recreational connection due to dimensions, location, topography, existing or proposed development, or other similar circumstances. The City shall consider whether the interests of the applicant and the City can be achieved through a "closure" of the right-of-way.

The proposed area of right-of-way vacation has existed since the late 1800s' platting of the original City and Townsite of Aspen. Other than for access to two private homes, as described above, it has not been used as a vehicular way since the end of mining in the immediately adjacent area. With acceptance of the proposed Deed of Conservation Easement, there will forever be no need for additional vehicular access in the to-be-vacated area and the remaining 65.66-feet of South Fourth Street right-of-way width will be more than adequate to serve all potential future use to the community. A "closure" of the right-of-way would not serve the interests of the Applicant adequately enough to compel the proposed exchange of Conservation Easement rights and benefits.

(7) A Right-of-Way Dedication/Vacation Plat shall be reviewed and recorded in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490—Approval Documents. The plat shall demonstrate how the lands underlying vacated rights-of-way shall accrue to adjacent parcels in compliance with State Statute.

A proposed Right-of-Way Vacation Plat has been provided for review herewith as Exhibit 6. A final, executed version will be recorded in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490, Approval Documents, concurrent with the recording of all other required approval documents. As directed and required by the City, the right-of-way vacation plat will demonstrate how the affected lands accrue to and will be incorporated into the Amended Plat of Lot 1 of the Boomerang Lot Split Subdivision Exemption.

(8) A Development Agreement shall be reviewed and recorded in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490—Approval Documents. This requirement may be waived if no right-of-way construction is proposed.

Should this application be approved, and the public election be successful, a Development Agreement, including amendment of the recorded Subdivision Exemption

Agreement for the Boomerang Lot Split, will be provided to the City for review and recording in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490, Approval Documents.

3. Chapter 26.490, Approval Documents

The stated purpose of Chapter 26.490 is to: a) create certainty and clarity between a developer and the City regarding land use entitlements granted by the City, including certain expectations and obligations of a developer and of the City; b) improve public records regarding the character and nature of development approvals granted by the City; c) improve land records and survey monuments by establishing standards for surveys and plats; d) ensure the timely installation and maintenance of public facilities, landscape improvements, storm water improvements, and other improvements required pursuant to a land use approval; and, e) ensure the public health, safety, and welfare of the community is maintained during the construction process, including unforeseen circumstances of development.

Accordingly, this application includes draft/proposed approval documents for review by the City, including the following:

- Exhibit 5: Proposed Amended Plat
- Exhibit 6: Proposed Right-Of-Way Vacation Plat
- Exhibit 7: Proposed Zoning Amendment Exhibit Map
- Exhibit 8: Proposed Yard & Landscape Easement Agreement and Exhibit Map
- Exhibit 9: Proposed Deed of Conservation Easement and Exhibit Map

In addition, the Applicant intends to supply the City with a draft civil engineering and landscape plan for the Yard & Landscape Easement area described and defined in Exhibit 8. The intention will be for this plan, as may be required to be revised, to be recorded with the final Yard & Landscape Easement Agreement to establish the approved improvements for the subject area. Furthermore, within 180-days (unless duly extended pursuant to Code Section 26.490.080) of Development Order issuance, which issuance should not occur until validation of the approved public vote, the Applicant will provide to the City a draft Development Agreement and Amendment of the Subdivision Exemption Agreement for The Boomerang Lot Split (Reception No. 525369) to document and memorialize the terms of the new approval. Any necessary financial and site protection requirements and/or performance guarantees will be addressed within this Development Agreement and Amended Subdivision Exemption Agreement.

Together, the provided draft documents and those intended to be supplied at the appropriate time for review and eventual recordation are believed to satisfy all requirements of Chapter 26.490 and sub-section 26.490.040. An Annexation Map is not applicable, nor is an Approved Plan Set more typical of a Planned Development. Similarly,

Conceptual or Final Commercial or Historical Design Review Plans, Planned Development (PD) Plans, Environmentally Sensitive Area Plans, Hazards Maps or Hazards Mitigation Plans, Illustrative Site Plans, Accessibility Plans, Transportation Management Plans, Historic Preservation Plans, Architectural Character Plans, Landscape Character Plans, Vegetation Removal/Protection Plans, Existing and Proposed Site Topography and Drainage Plans, Public Easement Plans, and Public Infrastructure Plans are not applicable or necessary at this time.

Instead, the amended property will remain subject to the Land Use Code and other requirements applicable to the building permit process. For instance, at the time of building permit application, it will be necessary to address consistency with the Residential Design Standards and applicable zoning requirements, as well as applicable engineering, drainage and hazard mitigation requirements, and tree removal permit requirements. Single-family residential development is exempt from Transportation Management Plan requirements. There are no historic resources on the property, and no public infrastructure improvements or upgrade requirements are anticipated. All necessary easements are depicted for public dedication on the proposed Plat.

B. AMENDMENTS TO THE ZONING MAP (§26.310)

A proposed Zoning Amendment Exhibit Map, including legal description, is provided as Exhibit 7 to this application and Exhibit 3.C. provides an accurate survey map of the real property proposed for amendment; both were prepared by a licensed surveyor.

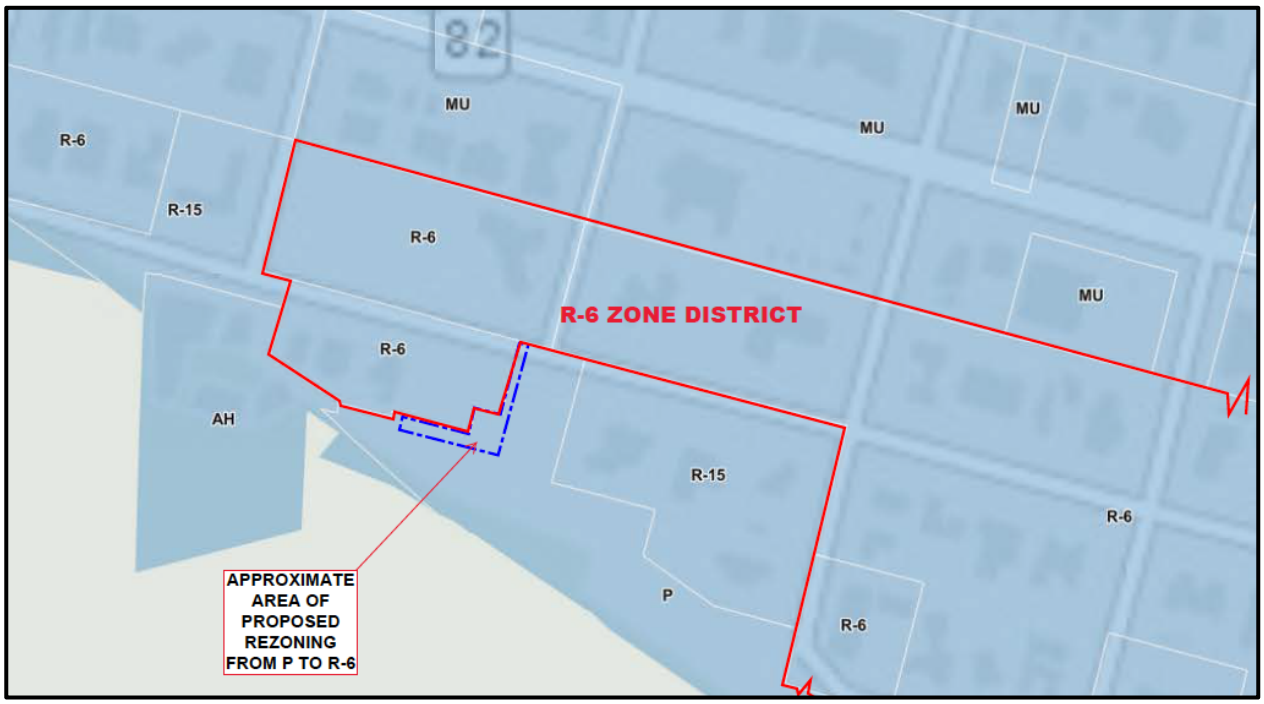
The combined 4,000 square feet (0.092 acre +/-) of land contained in Parcels A, B and C, as such are described in Section III of this application, above, and shown on the Improvement & Topographic Survey attached as Exhibit 3.C., are currently owned by the City of Aspen and would be added to Lot 1 of the Boomerang Lot Split Subdivision Exemption Plat in exchange for the Applicant granting to the City and County a Deed of Conservation Easement over 19.329 acres of Shadow Mountain. For the exchange to occur and work, Parcels A, B and C need to be concurrently rezoned from Park (P) to Medium-Density Residential (R-6) to match with and be properly incorporated into the Applicant's lot.

An application for amendment to the Official Zone District Map (a/k/a Rezoning) may be initiated by the City Council, the Community Development Director, or a person or persons owning more than fifty percent (50%) of the area of land subject to the amendment and shall be processed in accordance with the common development review procedures set forth at Chapter 26.304. The Pre-Application Conference Summary attached hereto as Exhibit 1 was issued by the Community Development Director and authorizes the initiation of this rezoning request for land owned by the City of Aspen. The proposed rezoning will not take effect unless or until the subject land area is owned by the Applicant.

Code Section 26.310.090 provides that, in reviewing an amendment to the Official Zone District Map, the City Council and the Planning and Zoning Commission shall consider the proposed rezoning's consistency with the following standards, each of which is provided below in indented and *italicized text* and immediately followed by the Applicant's response.

(a) Whether the proposed amendment is compatible with surrounding zone districts and land uses, considering existing land use and neighborhood characteristics.

The proposed amendment is fully compatible with surrounding zone districts and land uses, particularly in light of existing land use and neighborhood characteristics. The proposed Medium-Density Residential (R-6) zoning matches that of the lot into which the subject land is to be incorporated. The excerpt from the City of Aspen Zoning Map pasted below demonstrates consistency with this review standard.



(b) Whether and the extent to which the proposed amendment would result in demands on public facilities and whether and the extent to which the proposed amendment would exceed the capacity of such public facilities including, but not limited to, transportation facilities, sewage facilities, water supply, parks, drainage, schools and emergency medical facilities.

The proposed zoning amendment will not result in demands on public facilities or services and certainly will not cause capacities of any public facilities or services to be exceeded.

(c) Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment.

The proposed amendment will have no adverse impacts on the natural environment, much less any significantly adverse impacts. To the contrary, the proposed amendment involves tradeoffs with significantly positive effects on the natural environment in the form of the guaranteed perpetual preservation of a substantial portion of Shadow Mountain, including areas of geologic features, dense natural forest, Castle Creek, and riparian vegetation/wetland complexes.

(d) Whether the proposed amendment is consistent and compatible with the community character in the City and in harmony with the public interest and the intent of this Title.

Please refer to Section III of this application as well as the responses provided for the various review criteria above. It has been clearly demonstrated herein that the proposed amendment and the resulting outcomes are very much consistent and compatible with and will serve to enhance the community character in the City. This application further demonstrates that the proposal is not merely in harmony with but will benefit the public interest and intent of the Land Use Code.

C. VARIANCES – DIMENSIONAL REQUIREMENTS (§26.314.040.A)

As a condition of the proposed land exchange, the Applicant requires modest dimensional variations, as follows:

(1) A maintained 5-foot minimum west side yard setback where 15-feet would typically be required for the resulting 11,500 square foot lot;

(2) No combined side yard setback requirement will apply, effectively leaving the combined side yard setback requirement at 10-feet where the resulting lot would typically require 38.75-feet of combined side yard setbacks; and

(3) Net Lot Area reductions for steep slopes and areas within a vacated right-of-way shall not apply to the resulting lot, leaving an effective Net Lot Area of 11,500 square feet.

Briefly put, as a condition of the land-for-conservation easement exchange, the Applicant requires the approval ordinance and resulting plat to state that: (a) "*No lot area reductions (for slopes or vacated rights-of-way) will apply to the resulting 11,500 square foot property*;" (b) "*The minimum side yard setback requirement shall continue to be 5 feet and there is no combined side yard setbacks requirement for Amended Lot 1*."

The required side yard setbacks on the existing 7,500 square foot lot area a minimum of 5-feet on each side and a minimum combined total of both side yards of 22.5-feet. The actual side yard setbacks of the development on the existing 7,500 square feet lot are 8.3-feet on the west and 13.9-feet on the east, for a total of 22.2-feet combined. This is nonconforming by 0.3 feet (3.6 inches) with respect to the 22.5-feet of required combined side yard setbacks.

Once the lot becomes 11,500 square feet in area, the R-6 zoning provides that the required side yard setbacks become a minimum of 15-feet on each side and a minimum combined

total of both side yards of 38.75-feet. Given the location of the existing development relative to the proposed lot boundaries once the property increases to 11,500 square feet in area, the setback on the west side will continue to be only 8.3-feet and would be rendered nonconforming while the east side yard setback will be 23.9-feet, thereby increasing the degree of nonconformity with respect to the combined side yard requirement.

The requested west side yard setback variance will simply recognize and allow for continuation of an existing condition without it being rendered nonconforming. The current west side yard setback is conforming. However, with the enlarging of the lot, the required minimum side yard setback increases to 15-feet, but the Applicant is not going to move the house to accommodate this. Having to do so would clearly be a practical difficulty and hardship.

Given the existing 8.3-foot west side yard setback, the Applicant would have to provide a 30.45-foot setback on the east to meet the resulting 38.75-foot combined side yard setback requirement (38.75 minus 8.3 = 30.45). This is already impossible with the existing east side yard setback being 13.9-feet and only 10 more feet of land width being added to the lot. That is, the existing structure will have an east side yard setback of just 23.9-feet. In the context of the overall land exchange proposal, the Applicant is not amenable to maintaining this 23.9-foot east side yard setback and requires the flexibility to simply comply with the minimum side yard setback of 15-feet applicable to an 11,500 square foot R-6 zoned property. In the end, the Applicant will maintain the existing 8.3-foot setback on the west side and a 15-foot setback on the east side, for a combined side yard setback total of 23.3-feet.

The point of setback requirements is to provide a relatively consistent and minimum amount of open area and separation between structures. Waiving the combined side yard setback requirement is consistent with the provision of the Code that already renders the requirement inapplicable when two detached residential dwellings on one lot are separated by at least ten feet. In other words, the combined requirement is only important when the next structure might be too close to allow for maintenance of open area between. In the current case, the west side yard setback is already set while the east side yard is adjacent to open right-of-way area that is not now or ever planned for use as a roadway. Consequently, the desired amount of open land between the subject property and the next structure to the east will continue to be not less than 91.66-feet (the Applicant's 15-foot east side yard setback requirement, plus the remaining 65.66-feet of right-of-way, plus the next property to the east's minimum required side yard setback of 10-feet).

Under standard application of applicable Code provisions, the resulting 11,500 square foot lot would have a Net Lot Area of 10,500 square feet for purposes of determining allowable density (deduct only the 1,000 square feet of vacated right-of-way), which would continue to allow two detached residential dwellings or a duplex. The Net Lot Area for

purposes of determining allowable Floor Area would be 9801.5 square feet (must deduct all area within the vacated right-of-way, all area where slopes exceed 30% and half of the area where slopes fall between 20-30%), which allows 3,708 square feet of Floor Area for single-family development and 4,128 square feet for a duplex or two detached residences.

In the scope of the overall proposal being made herein, the Applicant is not willing to be penalized with Lot Area reductions due to the presence of artificial, man-made steep slopes. Unfortunately, unlike the Pitkin County Land Use Code, the City Code fails to differentiate between naturally occurring steep slopes and minor slope anomalies that are the result of human activities and disturbances. The Applicant's existing lot and the City-owned parcels that would be added to it are essentially flat other than such minor slope anomalies. The slopes of greater than 20% on the Applicant's current parcel were all created with the development of his home and yard just a few years ago and were the result of City requirements for retaining and storm drainage. Similarly, the slopes on the City-owned parcels are considered to have been artificially steepened by the dumping of overburden during previous mining activities, construction of the old railroad grade, and/or improvement of the Midland Trail. The steepness of these slopes is not a natural condition and, upon further use and development of the property should this proposal be approved, they will be recontoured in conformance with City Engineering standards anyway.

This application is unique as it involves a proposed land exchange and associated negotiated terms as well as a required public vote to ratify any resulting approvals. The fact that these dimensional variances are essentially an element within the overall framework that makes up the terms of the deal renders application of the standard Section 26.314.040 review criteria clumsy and awkward. In other words, the codified review standards for dimensional requirement variances were certainly not written with this type of extraordinary application in mind.

Nevertheless, staff has directed that the Applicant respond to the standards of Section 26.314.040 as the only codified criteria available. Said Section provides that, to authorize a variance from the dimensional requirements of Title 26, the appropriate decision-making body shall make a finding that the following three (3) circumstances exist (each is cited below in indented and *italicized text* and immediately followed by the Applicant's response):

(1) The grant of variance will be generally consistent with the purposes, goals, objectives and policies of this Title and the Municipal Code; and

The proposed variances are generally consistent with the purposes, goals, objectives and policies of the Aspen Land Use and Municipal Codes. Please reference the narratives provided earlier herein as they address many of the ways this proposal is not only consistent with but also forwards the purposes, goals, objectives, and policies of the City Code. Further, Code Section 26.710.010 provides that,

In order to ensure that all development is consistent with the goals and objectives of the Aspen Area Community Plan and this Title, it is necessary and proper to establish a series of Zone Districts to ensure that each permitted and conditional use is compatible with surrounding land uses, is served by adequate public facilities and is consistent with the environmental sensitivity of the City and its surrounding area's natural resources. All development within each Zone District shall be consistent with the purposes stated for that Zone District…Any use which is not specifically listed…as a permitted or conditional use…shall be considered prohibited…

The Applicant is not seeking to vary the approved uses in the Zone District and is only requesting variances from dimensional standards. All uses are and will continue to be consistent with the R-6 zoning. Responses provided above in relation to the various subdivision and rezoning review standards address the proposal's full consistency with public utilities and services capacities as well as consistency with environmental sensitivity and surrounding natural resources.

The variances will have no effect on the property's, its use's or this overall proposal's strong degree of consistency with the codified purpose of the R-6 Zone District, which is "*to provide areas for long-term residential purposes…and customary accessory uses. Recreational…uses customarily found in proximity to residential uses are included…Lands in the Medium-Density Residential (R-6) Zone District are generally limited to the original Aspen Townsite, contain relatively dense settlements of predominantly detached and duplex residences and are within walking distance of the center of the City.*"

The property will continue to be utilized for long-term residential purposes and customary accessory uses. The overall proposal not only maintains but significantly enhances recreational uses and opportunities in proximity to the residential uses of the zone district. The Applicant's lot and the land being added to it are within the original Aspen Townsite, in an area with relatively dense settlements of predominantly detached and duplex residences within walking distance of the Commercial Core.

(2) The grant of variance is the minimum variance that will make possible the reasonable use of the parcel, building or structure; and

Please reference the narratives provided earlier in this Section IV.C. of the application, prior to the review standards responses. The proposed variances are the minimum that will make possible the proposed land exchange, which represents the minimum the Applicant considers will make possible the reasonable use of the parcel and its future building(s).

(3) Literal interpretation and enforcement of the terms and provisions of this Title would deprive the applicant of rights commonly enjoyed by other parcels in the same zone district and would cause the applicant unnecessary hardship, as distinguished from mere inconvenience. In determining whether an applicant's rights would be deprived, the Board shall consider whether either of the following conditions apply:

a. There are special conditions and circumstances which are unique to the parcel, building or structure, which are not applicable to other parcels, structures or buildings in the same zone district and which do not result from the actions of the applicant; or

b. Granting the variance will not confer upon the applicant any special privilege denied by the terms of this Title and the Municipal Code to other parcels, buildings or structures, in the same zone district.

Please reference the narratives provided earlier in this Section IV.C. of the application, prior to the review standards responses. This entire proposal represents special conditions and circumstances which are unique to the subject parcel and not applicable to other parcels in the R-6 zone district. The actions of the Applicant are not at fault for the fact that the proposed enlargement of the subject parcel would render the existing structure nonconforming with respect to the minimum west side yard setback and minimum combined side yard setback requirements.

The City's nonconforming structure regulations are, for lack of a better way to put it, often punitive and inflexible but would be rendered inapplicable if the requested variances are granted. As part of the overall proposal put forth herein, the Applicant prefers to have the grant of the variances, subject to ratification by the voters, replace and supersede the nonconforming status that would otherwise result.

D. GMQS – PROVISION OF REQUIRED AFFORDABLE HOUSING VIA FEE-IN-LIEU PAYMENT (§26.470.110.C)

The proposed addition of lands to a lot within a previously approved subdivision is exempt from all growth management approvals pursuant to Chapter 26.470 of the Code. The existing dwelling on the Applicant's lot provided affordable housing mitigation in the form a newly build, deed-restricted, for sale dwelling unit that is located on Lot 2 of the Boomerang Lot Split. See Plat Notes on the Boomerang Lot Split Subdivision Exemption Plat, Section 6 of Ordinance No. 6, Series of 2006, and Section 3.e. of the Subdivision Exemption Agreement, all of which are attached as Exhibit 4.

The Applicant is seeking to proactively allow for any future affordable housing mitigation associated with any additional development on the resulting lot to be satisfied via Cash-in-Lieu at the rate in effect at the time of building permit application. Any mitigation would be for the incremental increase in floor area that might occur on the resulting lot and, rather than maybe need to come before Council in the future to request the ability to satisfy it with cash-in-lieu as opposed to having to utilize Affordable Housing Credit Certificates, the Applicant prefers to have this option approved at this time.

Per Code Section 26.470.110(c), the provision of affordable housing in excess of 0.10 Full-Time Equivalents (FTEs) via a fee-in-lieu payment, upon recommendation from the Planning and Zoning Commission, may be approved by City Council based on the

following criteria (each is cited below in indented and *italicized text* and immediately followed by the Applicant's response):

> *(1) The provision of affordable housing on site (on the same site as the project requiring such affordable housing) is impractical given the physical or legal parameters of the development or site or would be inconsistent with the character of the neighborhood in which the project is being developed.*

The existing home has already provided actual, built affordable housing that is essentially on-site (on the adjacent Lot 2). The provision of additional housing onsite is impractical given the dimensions of the land area being added. Further, any required affordable housing incrementally required for mitigation of the floor area that might be added to the property will likely be a fraction of an FTE but still more than the miniscule 0.10 FTE threshold that would require City Council approval to satisfy via fee-in-lieu. The Applicant is not seeking to avoid full mitigation requirements. Rather, the Applicant is merely seeking to proactively allow for any future affordable housing mitigation associated with any additional development on the resulting lot to be satisfied via Cash-in-Lieu at the rate in effect at the time of building permit application as opposed to having only the option of finding, purchasing and extinguishing AH Credit Certificates.

> *(2) The applicant has made a reasonable good-faith effort in pursuit of providing the required affordable housing off site through construction of new dwelling units, the deed restriction of existing dwelling units to affordable housing status, or through the purchase of affordable housing certificates.*

Please refer to the response provided for the previous review criterion, above.

> *(3) The applicant has made a reasonable good-faith effort in pursuit of providing the required affordable housing through the purchase and extinguishment of Certificates of Affordable Housing Credit.*

Please refer to the response provided for the previous review criterion, above.

> *(4) The proposal furthers affordable housing goals, and the fee-in-lieu payment will result in the near-term production of affordable housing units.*

The City of Aspen has been engaged in studying and increasing the cash-in-lieu rates required for affordable housing mitigation and is building in a mechanism for the rates to automatically escalate with the passage of time. Those rates are being established for the purpose of enabling the production of actual affordable housing units. The Applicant has faith that the resulting Code requirements will achieve these goals and feels strongly that the commitment to fully mitigate in accordance with the applicable requirements of the Code in effect at the time will result in the near-term production of affordable housing.

E. MISCELLANEOUS (§26.710.040, R-6 ZONE DISTRICT, AND §26.575.020, CALCULATIONS AND MEASUREMENTS)

The proposal is consistent with the Intent and allowed uses of the R-6 Zone District. Various dimensional requirements of the zone have been discussed and addressed throughout the foregoing. Other than modest and neighborhood-compatible side yard setback and net lot area concessions requested in consideration of the overall land exchange proposal put forth herein, all other dimensional requirements of the R-6 zoning and all remaining applicable provisions of Section 26.575.020, Calculations and Measurements, will be adhered to and satisfied.

F. VESTED RIGHTS EXTENSION (§26.308)

The Applicant requests that City Council grant at least 5 years of vested property rights. The Applicant feels strongly that this minimum vesting period is warranted given that there will be a good deal of time consumed by the need for the public vote and follow-up processes to complete and memorialize the land for conservation easement exchange and the fact that the City and County will have its part of the deal (the Conservation Easement) guaranteed in perpetuity as the Deed of Conservation Easement would be recorded concurrently with the Amended Plat and any associated documents.

Per Section 26.308.010(c) of the Code, the City Council may approve an extension of vested rights. In reviewing such a request, the City Council shall consider, but not be limited to, the following criteria (each is cited below in indented and *italicized text* and immediately followed by the Applicant's response):

a. *The applicant's compliance with any conditions requiring performance prior to the date of application for extension or reinstatement;*

This standard is not applicable given that the request is for an extended period of initial vested rights, not a reinstatement or extension. Nevertheless, as stated above, the City and County will have its part of the deal (the Conservation Easement) guaranteed in perpetuity as the Deed of Conservation Easement would be recorded concurrently with the Amended Plat and any associated documents.

b. *The progress made in pursuing the project to date including the effort to obtain any other permits, including a building permit and the expenditures made by the applicant in pursuing the project;*

This standard is also not applicable given that the request is for an extended period of initial vested rights, not a reinstatement or extension. Regardless, the Applicant agreed to and has incurred and covered all costs associated with preparing this application and the associated documents (including but not limited to legal fees, planning costs, and surveyor fees). There have also been substantial "soft costs" incurred and risked by the Applicant is in making this exchange possible, including but not limited to the last 2½

years of taxes and carry/opportunity costs on the property, the City's review fees, and his share of the cost that will be associated with a public election.

c. The nature and extent of any benefits already received by the City as a result of the project approval such as impact fees or land dedications;

The guaranteed and perpetual nature and substantial benefits that will be received by the City because of the project approval have been addressed at length throughout the foregoing. The City and County unsuccessfully pursued a level of interest and control over the proposed 19.329-acres of Conservation Easement lands for a matter of decades. Only now, with this Applicant, does the City and County finally find themselves in a position where there is an earnest opportunity to achieve the public goals of open space preservation and recreational trail use and access. Not only is the opportunity being presented, but the deal being offered is quite generous when put into proper perspective.

A standard block in the City and Townsite of Aspen has an area of 59,400 square feet, including the 20-foot-wide alley right-of-way. The proposed Conservation Easement includes 841,971 square feet of land. In other words, the Applicant is seeking ownership of just 4,000 square feet of land and a yard and landscape easement over another 1,999 square feet in exchange for the proposed Conservation Easement parcel that could hold more than 14 full City blocks. For sake of comparison, Aspen's entire Commercial Core Zone District contains less than 12 full City and Townsite blocks.

The parcel proposed for acquisition by the Applicant is less than 0.5% of the size of the conservation easement being offered in exchange to the City and County. In other words, the proposed Conservation Easement has an area that is more than 210-times that of the land the Applicant stands to acquire. The Applicant gains approximately 0.092-acre of land while granting to the City and County 19.329-acres of Conservation Easement for open space and trails that the City and County have actively sought for at least the last two decades, if not longer.

d. The needs of the City and the applicant that would be served by the approval of the extension or reinstatement request.

The needs of the City are obvious. The extended vesting period is a condition of the Applicant's willingness to provide the conservation easement and associated rights. The needs of the Applicant are simple as well. The Applicant does not want to be hurried to act upon the approval while the conservation easement granted in exchange is guaranteed in perpetuity. The Applicant is not requesting an equal exchange in the form of perpetual vested rights, although one might argue that such would be warranted. Instead, the Applicant is requesting at least five years of vested rights to act upon the approvals but with the public-benefitting caveat that the applicable rate required for cash-in-lieu of affordable housing would remain subject to whatever is current at the time of building permit application for development of additional floor area (i.e., not vesting

against changes to affordable housing mitigation requirements). This ensures that an additional important City need continues to be served.

V. SUMMARY

Thank you for considering this application. The Applicant has provided all information requested for the review and approval. This application involves a sensitive, community-serving, and creative solution to an unmet desire that the City and County have held for a matter of decades. Consistency with the character of the surrounding neighborhood has been accounted for and enhanced.

The parcel proposed for acquisition by the Applicant is less than 0.5% of the size of the 841,971 square foot conservation easement being offered to the City and County. The proposed Conservation Easement has an area that is more than 210-times that of the land the Applicant stands to acquire. Moreover, the Conservation Easement optimizes open space and trails immediately adjacent to the original Aspen Townsite and connected with the Midland Trail and West Hopkins Avenue pedestrian/bike corridor.

Control over this 19.329-acres has been a goal of the City and County for at least the last two decades, if not longer. As demonstrated herein, no matter how one looks at it and at little to no cost to taxpayers, the City is being offered the opportunity for nothing short of an incredible deal that will greatly and perpetually benefit the public.

The proposal merits approval based on conformance with all relevant sections of the Land Use Code and the substantial public benefit to be derived. Should further information be necessary for a complete review of the application, please contact the Applicant through the authorized representative: Haas Land Planning, LLC.

PRIDE OF ASPEN LAND EXCHANGE – 501 WEST HOPKINS AVENUE

✦ EXHIBITS ✦

- **Exhibit 1:** Pre-Application Conference Summary

- **Exhibit 2:** Required Forms:
  A. Land Use Application Form
  B. Dimensional Requirements Form
  C. HOA Compliance Form
  D. Agreement to Pay Application Fee

- **Exhibit 3:** Existing Conditions
  A. Vicinity Maps
  B. GIS Parcel Reports
  C. Improvement & Topographic Survey

- **Exhibit 4:** Previous Approval Documents
  A. Boomerang Lot Split Subdivision Exemption Plat (Book 79 at Page 70)
  B. Ordinance No. 6, Series of 2006 (Reception No. 525368)
  C. Subdivision Exemption Agreement - Boomerang Lot Split (Reception No. 525369)

- **Exhibit 5:** Proposed Amended Plat

- **Exhibit 6:** Proposed Right-Of-Way Vacation Plat

- **Exhibit 7:** Proposed Zoning Amendment Exhibit Map

- **Exhibit 8:** Proposed Yard & Landscape Easement Agreement and Exhibit Map

- **Exhibit 9:** Proposed Deed of Conservation Easement and Exhibit Map

- **Exhibit 10:** Studies and Reports About Proposed Conservation Easement Lands

- **Exhibit 11:** Proof of the Applicant's Ownership

- **Exhibit 12:** Authorization for Haas Land Planning, LLC

- **Exhibit 13:** Public Notice Mailing List

EXHIBIT 1

CITY OF ASPEN

PRE-APPLICATION CONFERENCE SUMMARY

DATE: October 8, 2020

PLANNER: Phillip Supino | 429-2767 | phillip.supino@cityofaspen.com

PROJECT NAME AND ADDRESS: Pride of Aspen Conservation Easement, Major Subdivision and Zoning Map Amendment – 501 W. Hopkins Ave.

PARCEL ID#: 273512466002

REPRESENTATIVE: Mitch Haas

DESCRIPTION: 501 W. Hopkins is a R-6 single-family property on a 7,500 square foot lot at the base of Shadow Mountain and the Midland Trail trailhead. The applicant seeks to acquire and draw into their property a portion of public right-of-way east of the subject parcel on S. 4th Street and a portion of unimproved City-owned lands to the south, as well as an easement for limited uses on additional City-owned lands to the south. Those lands are zoned Public. Subdivision review is required for vacation of the right-of-way and replatting of the lot and Rezoning review is required to identify the new parcel as being zoned R-6. In exchange for vacation and dedication of the City- owned lands and easement, the applicant agrees to dedicate a conservation easement for the unimproved Pitkin County parcel commonly known as The Pride of Aspen.

The extent, limitations, and legal requirements of that conservation easement do not fall within the jurisdiction of the Land Use Code and are not included in the application requirements or review criteria for the Subdivision or Rezoning. However, it is understood that the transfer of City-owned lands to the applicant and subsequent Rezoning are conditioned upon the dedication of the conservation easement to the City. Approval of the transfer of City-owned lands requires a public vote. That process is separate and distinct from the Subdivision and Rezoning processes described herein.

Chapter 26.480 of the Land Use Code provides the regulations and standards for Subdivision actions within the City. Because the application includes a Street Vacation, the review is Major Subdivision and the applicant must provide information relevant to and address the requirements in section 26.480.040 – General Subdivision Review Standards and 26.480.070 – Major Subdivision.

Chapter 26.310 of the Land Use Code provides the regulations and standards for the Rezoning. The application for the Rezoning must provide information relevant to and address the requirements in section 26.310.060 – Rezoning Procedure for Amendment, 26.310.080 Rezoning Application Contents, and 26.310.090 Rezoning Standards for Review.

The Zoning Map Amendment, Subdivision and City lands transfer are Planning and Zoning and Council level reviews.

Neighborhood Outreach is required prior to the public hearings in accordance with the Land Use Code Section 26.304.035. Staff recommends the applicant provide enhanced public information according to Section 26.304.035.C. Staff recommends additional information on the application be provided in both the mailing notice and the posting on site. The additional information included in the mailing should include a proposed site plan and description of the proposal. A poster showing the proposed lot split should also be posted on site. The poster should include the site plan, description, and contact information for the applicant.

A request to allow for any future affordable housing mitigation via Cash-in-Lieu at the rate in effect at the time of application will require approval by City Council.

The applicant is requesting a 5-year period of vested rights, exceeding the standard 3-year period of vesting in the code. Approval of an extension requires approval by City Council.

Two dimensional variances are requested. A setback variance for 5' setbacks is requested where larger side yard setbacks would typically be required for the newly created lot. The applicant is also requesting a net lot area deduction exemptions which would eliminate net lot area deductions for steep slopes and areas within a right of way.

The applicant is requesting a land use application fee waiver. All land use application fees and deposits shall be paid once the application has been deemed complete. If City Council approves a reduction or fee waiver, all applicable funds will be refunded.

The application will be referred to the City Parks, City Engineering, and Pitkin County Community Development Department for comment prior to the Planning and Zoning Commission Hearing.

Below are links to the Land Use Application form and Land Use Coe for your convenience:

RELEVANT LAND USE CODE SECTIONS:

Section Number	**Section Title**
26.104.070	**Land Use Application Fee Waiver**
26.304	Common Development Review Procedures
26.304.035	Neighborhood Outreach
26.308	**Vested Rights Extension**
26.310	Amendments to the LUC and Zoning Map
26.314.040.A	**Variances – Dimensional Requirements**
26.470.110.C	**GMQS - Provision of Required Affordable Housing Via a Fee-in-Lieu Payment**
26.480.030.C	Procedures for Review - Major Subdivisions
26.480.040	General Subdivision Review Standards
26.480.070.A and B	Major Subdivision, Land Subdivision and Vehicular Rights-of-Way
26.490	Approval Documents – For Plat Requirements
26.575.020	Calculations and Measurements
26.710.040	Zone Districts, Medium Density Residential (R-6)

For your convenience – links to the Land Use Application and Land Use Code are below:

Land Use Application Land Use Code

REVIEW BY:
- Community Development Staff for complete application and recommendations
- Planning and Zoning Commission for recommendations
- City Council for Decision

PUBLIC HEARING: Yes, Planning and Zoning, and City Council

PLANNING FEES: $7,800 for 24 hours of staff time (additional/lesser hours will be billed/refunded at $325/hour)

REFERRAL FEES: Engineering - $325 Deposit for 1 hour of review (additional hours will be billed at $325/hr.)

Parks - $1,300 Flat Fee

TOTAL DEPOSIT: $9,425

APPLICATION CHECKLIST – Please submit the following as one pdf document to phillip.supino@cityofaspen.com.

- ☐ Completed Land Use Application, HOA Compliance Form, and signed Fee Agreement.
- ☐ Pre-application Conference Summary (this document).
- ☐ Applicant's name, address and telephone number, contained within a letter signed by the applicant stating the name, address, and telephone number of the representative authorized to action on behalf of the applicant.
- ☐ Street address and legal description of the parcel on which development is proposed to occur, consisting of a current (no older than 6 months) certificate from a title insurance company, an ownership and encumbrance report, or attorney licensed to practice in the State of Colorado, listing the names of all owners of the property, and all mortgages, judgments, liens, easements, contracts and agreements affecting the parcel, and demonstrating the owner's right to apply for the Development Application.
- ☐ An 8 1/2" by 11" vicinity map locating the parcel within the City of Aspen.
- ☐ An Improvement survey (no older than one year from submittal) including topography and vegetation showing the current status of the parcel certified by a registered land surveyor licensed in the State of Colorado. In lieu of hazard and existing condition mapping required in the City of Aspen Engineering Design Standards, this survey shall include slopes in excess of 30%, and any other natural or man-made hazard or condition that could harm the health, safety, or welfare of the community.
- ☐ A written description of the proposal and written explanation of how the request complies with the review standards relevant to the application.
- ☐ The present Zone District classification and existing land uses of the real property proposed to be amended.
- ☐ The area of the property proposed to be amended, stated in square feet or acres.
- ☐ An accurate survey map of the real property proposed for amendment.
- ☐ A Draft Plat meeting the plat requirements of Chapter 26.490 – Approval Documents.
- ☐ A narrative prepared by a Colorado registered Professional Engineer, and depiction or mapping as necessary, describing the potential infrastructure upgrades, alignment, design, and mitigation techniques that may be necessary for development of the site to be served by public infrastructure, achieve compliance with Municipal Code Title 29 – Engineering Design Standards, and achieve compliance with the City of Aspen Urban Runoff Management Plan (URMP).

  The information shall be of sufficient detail to determine the acceptable location(s) and extent of development and to understand the necessary upgrades and the possible alignments, designs, or mitigation techniques that may be required. Specific engineered solutions and design details do not need to be submitted for land use review. An applicant may be required to submit specific design solutions prior to or in conjunction with recordation of a subdivision plat and development agreement, pursuant to Chapter 26.490 – Approval Documents.

- ☐ A statement regarding School Land Dedication requirements of Section 26.620.060 and a description of any lands to be dedicated to meet the standard.

- ☐ For changes to vehicular rights-of-way, a draft right-of-way vacation/dedication plat meeting the requirements of Chapter 26.490 – Approval Documents, describing and depicting the boundary of the vacation/dedication including bearings and dimensions with adequate ties to existing monuments to permit accurate legal definition.

- ☐ For changes to vehicular rights-of-way, a statement and depiction on the draft vacation/dedication plat regarding compliance with State Statute showing which portions of vacation areas accrue to which properties.
- ☐ For changes to vehicular rights-of-way, a statement by the surveyor that all utility companies have been contacted and a depiction of all existing utility lines in the right(s)-of-way in which the vacation/dedication is requested.

If the copy is deemed complete by staff, the following items will then need to be submitted:

- ☐ Total deposit for review of the application.

Depending on further review of the case, additional items may be requested of the application. Once the deposit is received, the case will be assigned to a planner and the land use review will begin.

Disclaimer:
The foregoing summary is advisory in nature only and is not binding on the City. The summary is based on current zoning, which is subject to change in the future, and upon factual representations that may or may not be accurate. The summary does not create a legal or vested right.

EXHIBIT 2.A.

LAND USE APPLICATION

Project Name and Address: Pride of Aspen Land Exchange - 501 W Hopkins Ave

Parcel ID # (REQUIRED) 2735-124-66-002

APPLICANT:

Name: R.D. Olson Investments II, LLC - Robert Olson, Managing Member

Address: 520 Newport Center Dr, #600, Newport Beach, CA 92660

Phone #: (949) 271-1101 email: bob.olson@rdodevelopment.com

REPRESENTIVATIVE:

Name: Mitch Haas, Haas Land Planning, LLC

Address: 420 E. Main Street, Suite 220, Aspen, CO 81611

Phone#: (970) 309-2773 email: mitch@hlpaspen.com

Description: Existing and Proposed Conditions

Add 4,000 sqft of City-owned land to Lot 1, Boomerang Subdivision Exemption Plat, plus a 1,999 sq

Review: Administrative or Board Review

Major Subdivision, Amendment to the Zoning Map, Variances, GMQS Review, and Vested Rights

Required Land Use Review(s):

Major Subdivision, Amendment to the Zoning Map, Variances, GMQS Review, and Vested Rights

Growth Management Quota System (GMQS) required fields:

Net Leasable square footage N/A **Lodge Pillows** N/A **Free Market dwelling units** N/A

Affordable Housing dwelling units N/A **Essential Public Facility square footage** N/A

Have you included the following?

FEES DUE: $ 9,425.00

- [x] **Pre-Application Conference Summary**
- [x] **Signed Fee Agreement**
- [x] **HOA Compliance form**
- [x] **All items listed in checklist on PreApplication Conference Summary**

EXHIBIT 2.B.

DIMENSIONAL REQUIREMENTS FORM
Complete only if required by the PreApplication checklist

Project and Location 501 W. Hopkins Ave (Lot 1, Boomerang Lot Split Subdivision Exemption)

Applicant: R.D. Olson Investments II, LLC

Zone District: R-6 **Gross Lot Area:** 11,500sf **Net Lot Area:** 11,500sf

**Please refer to section 26.575.020 for information on how to calculate Net Lot Area

Please fill out all relevant dimensions

Single Family and Duplex Residential

	Existing	Allowed	Proposed
1) Floor Area (square feet)	3450+250;	3450+250;	4230+250
2) Maximum Height	28';	28';	28'
3) Front Setback	10';	10';	10'
4) Rear Setback	9.9';	10';	10' or 5' for accessory/garage
5) Side Setbacks	8.3'(W) & 13.9'(E);	5' & 5';	5' (W) & 15' (E)
6) Combined Side Setbacks	22.2';	22.5';	N/A
7) % Site Coverage	??;	55%;	48.33%
8) Minimum distance between buildings	N/A;	5';	TBD

Proposed % of demolition N/A

Multi-family Residential N/A

	Existing	Allowed	Proposed
1) Number of Units			
2) Parcel Density (see 26.710.090.C.10)			
3) FAR (Floor Area Ratio)			
4) Floor Area (square feet)			
5) Maximum Height			
6) Front Setback			
7) Rear Setback			
8) Side Setbacks			

Proposed % of demolition _____

Commercial N/A

Proposed Use(s)_____

	Existing	Allowed	Proposed
1) FAR (Floor Area Ratio)			
2) Floor Area (square feet)			
3) Maximum Height			
4) Off-Street Parking Spaces			
5) Second Tier (square feet)			
6) Pedestrian Amenity (square feet)			

Proposed % of demolition _____

Lodge N/A

Additional Use(s)_____

	Existing	Allowed	Proposed
1) FAR (Floor Area Ratio)			
2) Floor Area (square feet)			
3) Maximum Height			
4) Free Market Residential(square feet)			
4) Front setback			
5) Rear setback			
6) Side setbacks			
7) Off-Street Parking Spaces			
8) Pedestrian Amenity (square feet)			

Proposed % of demolition _____

Existing non-conformities or encroachments:

West Side Yard; Combined Side Yards

Variations requested:

Reduced Side Yard requirement; No Combined Side Yard Requirement; No Lot Area Reductions

3450+250; 3450+250; 4480

EXHIBIT 2.C.

Homeowner Association Compliance Policy

All land use applications within the City of Aspen are required to include a Homeowner Association Compliance Form (this form) certifying that the scope of work included in the land use application complies with all applicable covenants and homeowner association policies. The certification must be *signed by the property owner or Attorney representing the property owner*.

Property Owner ("I"):	Name: R.D. Olson Investments II, LLC		
	Email: bob.olson@rdodevelopmen	Phone No.:	(949) 271-1101
Address of Property: (subject of application)	501 West Hopkins Avenue, Aspen, CO 81611		

I certify as follows: (pick one)

☒ This property is not subject to a homeowner association or other form of private covenant.

☐ This property is subject to a homeowner association or private covenant, and the improvements proposed in this land use application do not require approval by the homeowners association or covenant beneficiary.

☐ This property is subject to a homeowners association or private covenant and the improvements proposed in this land use application have been approved by the homeowners association or covenant beneficiary.

I understand this policy and I understand the City of Aspen does not interpret, enforce, or manage the applicability, meaning or effect of private covenants or homeowner association rules or bylaws. I understand that this document is a public document.

Owner signature: _____ Date: 06/9/21

Owner printed name: Robert Olson

or,

Attorney signature: _____ Date: _____

Attorney printed name: _____

EXHIBIT 2.D.

Agreement to Pay Application Fees

An agreement between the City of Aspen ("City") and

Please type or print in all caps

Address of Property: 501 W. HOPKINS AVE

Property Owner Name: R.D. OLSON INVESTMENTS II, LLC Representative Name (if different from Property Owner): Robert Olson, Managing Member

Billing Name and Address - Send Bills to:

520 NEWPORTCENTERDR, STE 600; NEWPORTBEACH, CA 92660

Contact info for billing: e-mail: BOB@RDODEVELOPMENT.COM Phone: (949) 271-1101

I understand that the City has adopted, via Ordinance No. 20, Series of 2020, review fees for Land Use applications, and payment of these fees is a condition precedent to determining application completeness. I understand that as the property owner, I am responsible for paying all fees for this development application.

For flat fees and referral fees: I agree to pay the following fees for the services indicated. I understand that these flat fees are non-refundable.

$. 1,300 flat fee for PARKS. $._____ flat fee for _____

$._____ flat fee for _____. $._____ flat fee for _____

For deposit cases only: The City and I understand that because of the size, nature, or scope of the proposed project, it is not possible at this time to know the full extent or total costs involved in processing the application. I understand that additional costs over and above the deposit may accrue. I understand and agree that it is impracticable for City staff to complete processing, review, and presentation of sufficient information to enable legally required findings to be made for project consideration unless invoices are paid in full.

The City and I understand and agree that invoices sent by the City to the above listed billing address and not returned to the City shall be considered by the City as being received by me. I agree to remit payment within 30 days of presentation of an invoice by the City for such services.

I have read, understood, and agree to the Land Use Review Fee Policy, including consequences for non-payment. I agree to pay the following initial deposit amounts for the specified hours of staff time. I understand that payment of a deposit does not render an application complete or compliant with approval criteria. If actual recorded costs exceed the initial deposit, I agree to pay additional monthly billings to the City to reimburse the City for processing my application at the hourly rates hereinafter stated.

$ 7,800 deposit for 24 hours of Community Development Department staff time. Additional time above the deposit amount will be billed at **$325.00 per hour**.

$ 325 deposit for 1 hours of Engineering Department staff time. Additional time above the deposit amount will be billed at **$325.00 per hour**.

City of Aspen:

Phillip Supino, AICP
Community Development Director

Signature: _____

PRINT Name: ROBERT OLSON

Title: Managing Member

City Use:
Fees Due: $_____ Received $_____
Case #_____

I want to...

EXHIBIT 3.A.

PRIMARY PARCEL (7,500 SqFt)

ACQUIRED PARCEL (4,000 SqFt)

CONSERVATION PARCEL (841,971 SqFt)

30 SAWMILL CT
28 SAWMILL CT
SAWMILL CT
705 W HOPKINS AVE
719 W HOPKINS AVE
208 S 7TH ST
301 S 7TH ST
300 S 7TH ST
315 S 7TH ST
310 S 7TH ST
312 S 7TH ST
327 S 7TH ST
308 S 7TH ST
S 7TH ST
411 S 7TH ST
100 MAROLT PL
TOBY LN
5 TOBY LN
717 S 7TH ST
715 S 7TH ST
1 TOBY LN
500 MAROLT PL
600 MAROLT PL
488 CASTLE CREEK RD
700 MAROLT PL
488 CASTLE CREEK RD UNIT 207
800 MAROLT PL
CASTLE CREEK RD
Castle Creek
W HOPKINS AVE
605 W HOPKINS AVE
523 W HOPKINS AVE
505 W HOPKINS AVE
501 W HOPKINS AVE
S 4TH ST
431 W HOPKINS AVE
419 W HOPKINS AVE
219 S 3RD ST

Image S...
1991
Current
Current
0
100
200ft
1:500

Pitkin County | Pitkin County, Colorado | Colorado Water Conservation Board (CWCB), Pitkin County | City of Aspen GIS, Maxar, Micros...

Layer List | Legend

Quick Links:

Property Search
View Map

Layers:

- [x] Parcel
- [x] Account\Parcel Numbers
- [ ] Address
- [ ] Pitkin County Zone Districts
- [ ] Subdivision
- [ ] Structure
- [ ] Rivers and Creeks
- [ ] River, Lake or Pond
- [x] City Limits
- [ ] Federal Lands
- [x] Roads
- [x] Highways
- [x] USA Major Highways
- [x] County Boundary
- [x] Aerial Photography
- [x] 2019 NAIP

Restore Layer Defaults

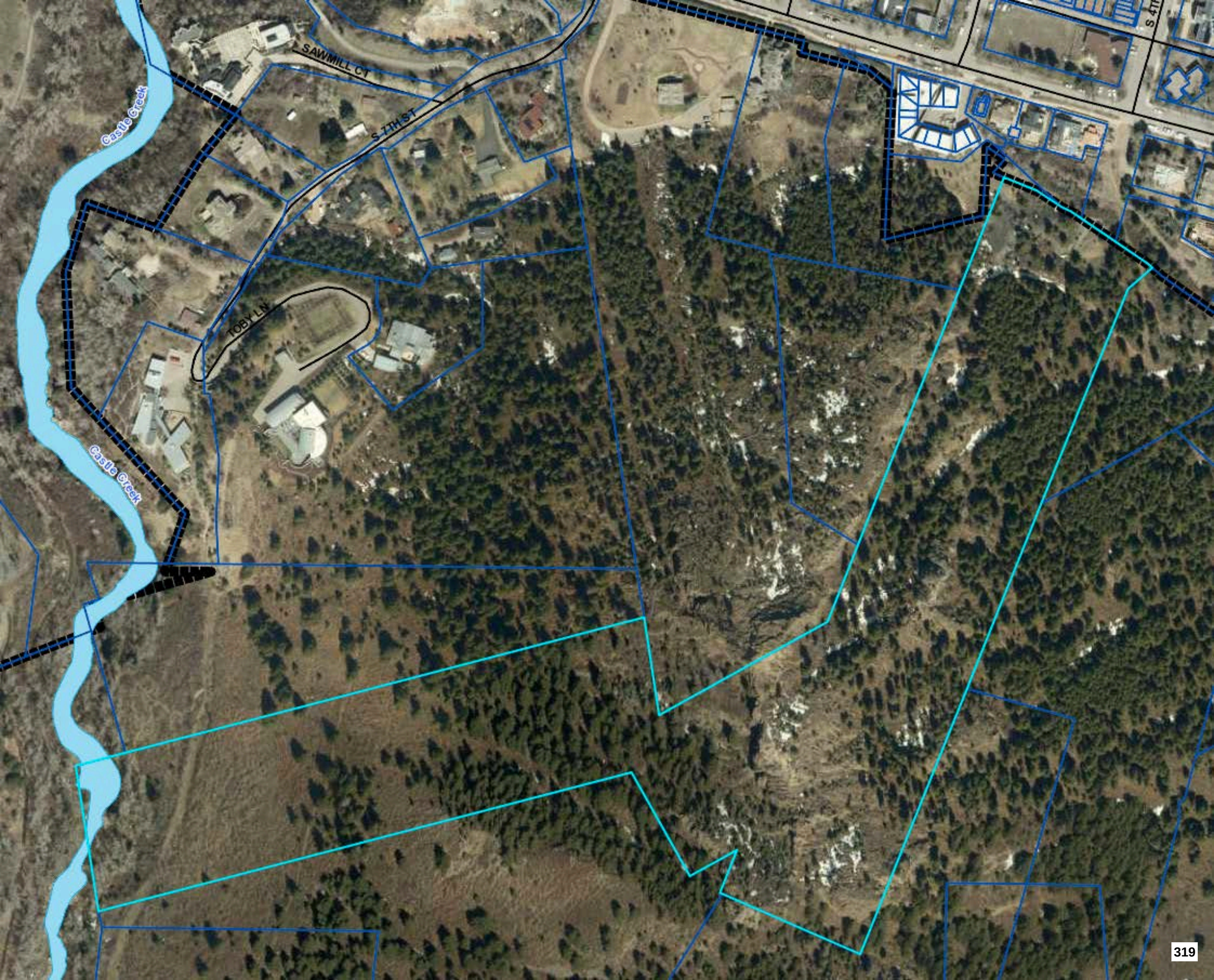
Results:

Account Number
R015511
Parcel Number
273512400005
Owner
R D OLSON INVESTMENTS II LLC
Address
FOURTH ST ASPEN 81611
Acres - 19.329
View: Report | Google Maps opens in a new tab

Account Number	R015511	**Physical Address**	FOURTH ST	**2019 Total Actual Value**	$760,000
Parcel Number	273512400005		ASPEN 81611		
Acres	19	**Owner Address**	R D OLSON INVESTMENTS II LLC		
Land SqFt	0		520 NEWPORT CENTER DR #600		
Tax Area	008		NEWPORT BEACH, CA 92660		
2019 Mill Levy	30.932				

Last 2 Sales

Date	Price
12/24/2018	$1,000,000
n/a	$


SAWMILL CT
S 7TH ST
TOBY LN
Castle Creek
Castle Creek
S 4TH

Layer List | Legend

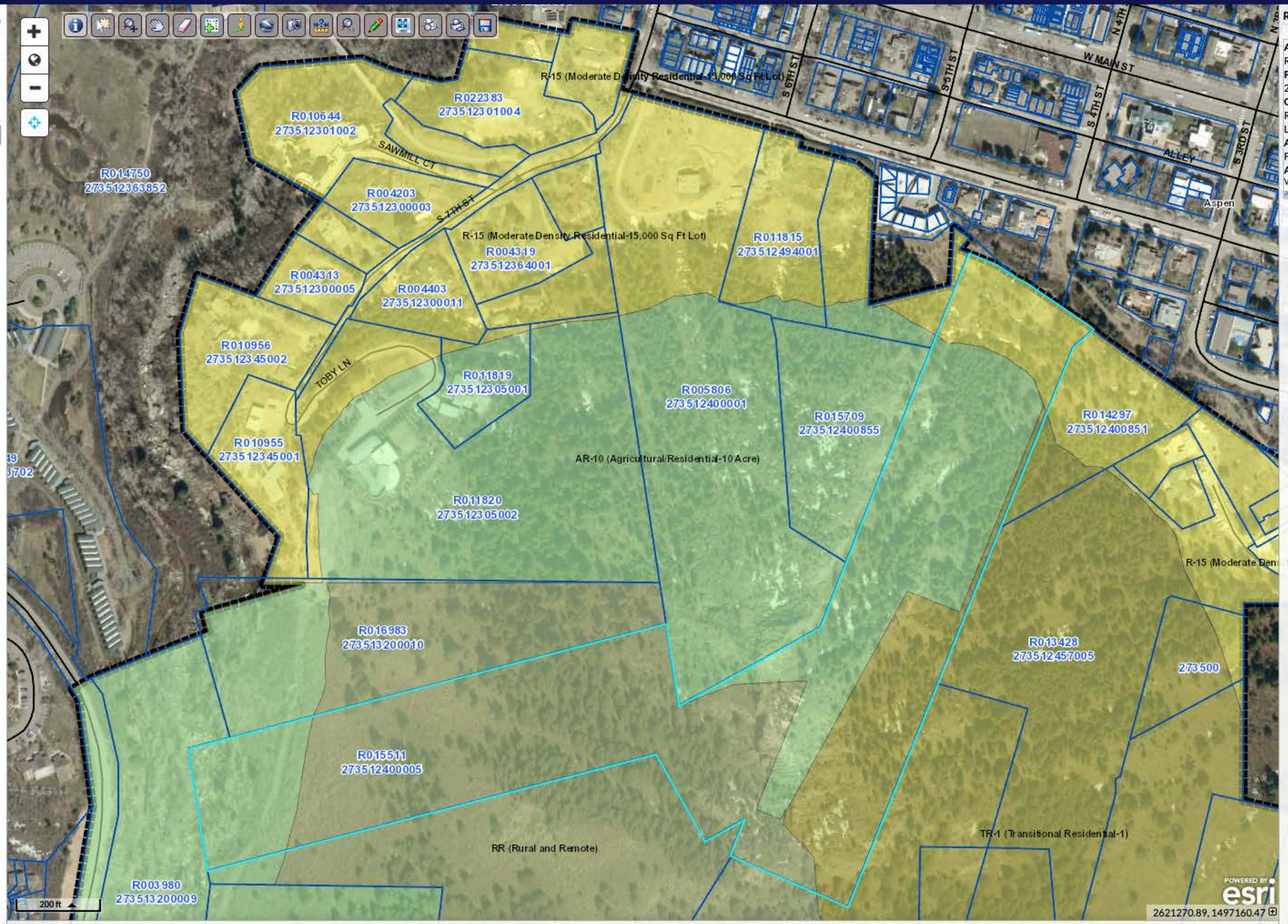
Quick Links:

Property Search
View Map

Layers:

- [x] Parcel
- [x] Account\Parcel Numbers
- [ ] Address
- [x] Pitkin County Zone Districts
- [ ] Subdivision
- [ ] Structure
- [ ] Rivers and Creeks
- [ ] River, Lake or Pond
- [x] City Limits
- [ ] Federal Lands
- [x] Roads
- [x] Highways
- [x] USA Major Highways
- [x] County Boundary
- [x] Aerial Photography
- [x] 2019 NAIP

Restore Layer Defaults



Results:

Account Number
R015511
Parcel Number
273512400005
Owner
R D OLSON INVESTMENTS II LLC
Address
FOURTH ST ASPEN 81611
Acres - 19.329
View: Report | Google Maps opens in a new tab

Account Number	R015511	**Physical Address**	FOURTH ST	**2019 Total Actual Value**	$760,000
Parcel Number	273512400005		ASPEN 81611		
Acres	19	**Owner Address**	R D OLSON INVESTMENTS II LLC		
Land SqFt	0		520 NEWPORT CENTER DR #600		
Tax Area	008		NEWPORT BEACH, CA 92660		
2019 Mill Levy	30.932				

Last 2 Sales

Date	Price
12/24/2018	$1,000,000
n/a	$

R/MF
AH
-15
PUB
MU
AH
AH
R-15
not zoned
R-6
R-15
R-6
AH
P
MU
MU
MU
MU
82
MU
R-6
R-15
P
R-6
R-6
MU
R-6 ZONE DISTRICT
APPROXIMATE AREA OF PROPOSED REZONING FROM P TO R-6
321

Layer List | Legend

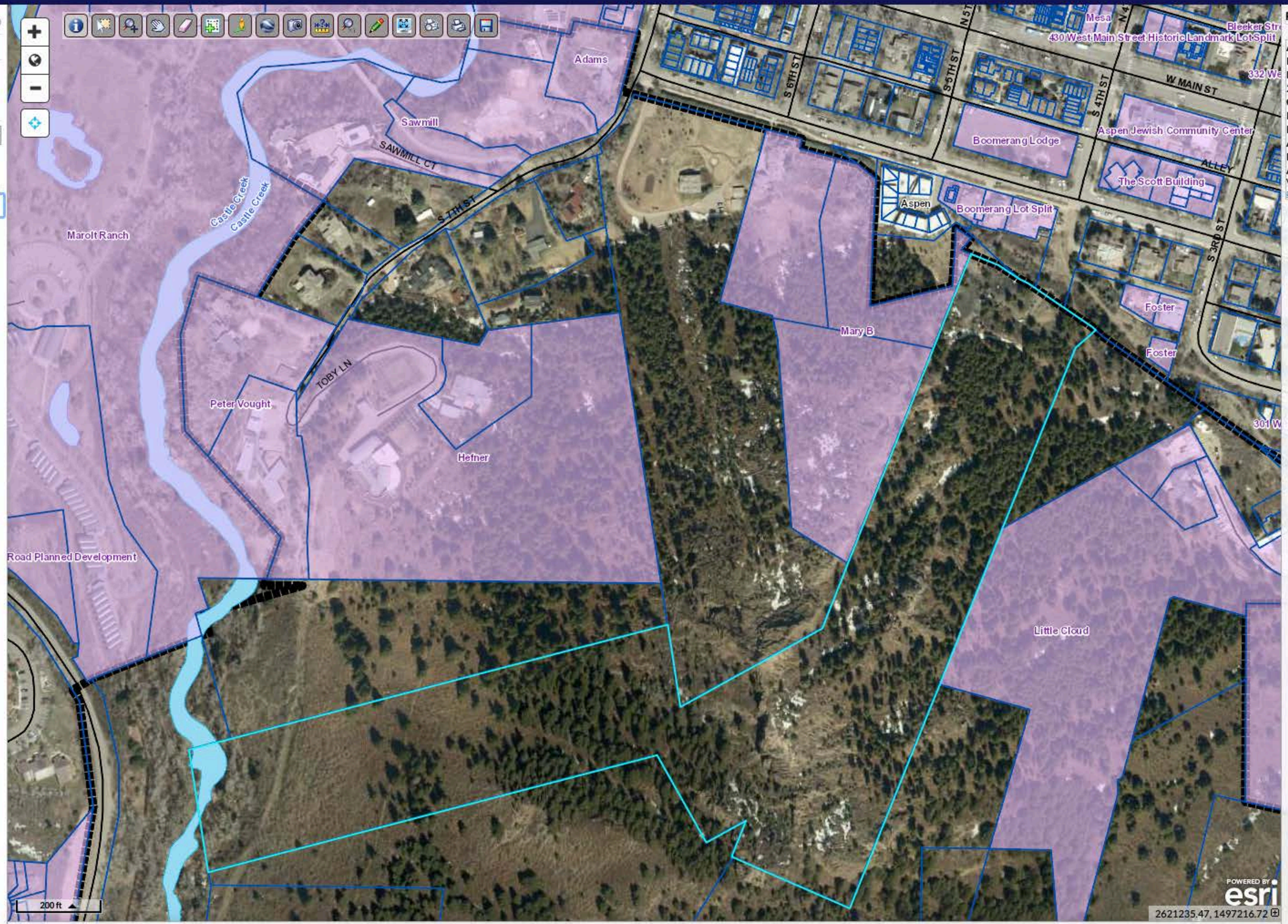
Quick Links:

Property Search
View Map

Layers:

- [x] Parcel
- [ ] Account\Parcel Numbers
- [ ] Address
- [ ] Pitkin County Zone Districts
- [x] Subdivision
- [ ] Structure
- [x] Rivers and Creeks
- [x] River, Lake or Pond
- [x] City Limits
- [ ] Federal Lands
- [x] Roads
- [x] Highways
- [x] USA Major Highways
- [x] County Boundary
- [x] Aerial Photography
- [x] 2019 NAIP

Restore Layer Defaults



Results:

Account Number
R015511
Parcel Number
273512400005
Owner
R D OLSON INVESTMENTS II LLC
Address
FOURTH ST ASPEN 81611
Acres - 19.329
View: Report | Google Maps opens in a new tab

Account Number	R015511	**Physical Address**	FOURTH ST	**2019 Total Actual Value**	$760,000
Parcel Number	273512400005		ASPEN 81611		
Acres	19	**Owner Address**	R D OLSON INVESTMENTS II LLC		
Land SqFt	0		520 NEWPORT CENTER DR #600		
Tax Area	008		NEWPORT BEACH, CA 92660		
2019 Mill Levy	30.932				

Last 2 Sales

Date	Price
12/24/2018	$1,000,000
n/a	$

I want to...
Tools
Castle Creek
301 S 7TH ST
315 S 7TH ST
310 S 7TH ST
312 S 7TH ST
327 S 7TH ST
300 S 7TH ST
308 S 7TH ST
411 S 7TH ST
717 S 7TH ST
715 S 7TH ST
S 7TH ST
TOBY LN
5 TOBY LN
1 TOBY LN
501 W HOPKINS AVE
W HOPKINS AVE
431 W HOPKINS AVE
413 W HOPKINS AVE
205 S 3RD ST
211 S 3RD ST
219 S 3RD ST
217 S 3RD ST
S 3RD ST
23 LITTLE CLOUD TRL
24 LITTLE CLOUD TRL
700 MAROLT PL
800 MAROLT PL
CASTLE CREEK RD
Image S...
1991
Current
Current
0
100
200ft
1:500
Pitkin County | Pitkin County, Colorado | Colorado Water Conservation Board (CWCB), Pitkin County | City of Aspen GIS, Maxar, Micros...
323

I want to...

Tools

301 S 7TH ST
315 S 7TH ST
310 S 7TH ST
312 S 7TH ST
300 S 7TH ST
327 S 7TH ST
308 S 7TH ST
411 S 7TH ST
717 S 7TH ST
715 S 7TH ST
S 7TH ST
TOBY LN
5 TOBY LN
1 TOBY LN
LD26191497
LD26221497
501 W HOPKINS AVE
W HOPKINS AVE
431 W HOPKINS AVE
413 W HOPKINS AVE
205 S 3RD ST
211 S 3RD ST
219 S 3RD ST
217 S 3RD ST
S 3RD ST
28 LITTLE CLOUD TRL
24 LITTLE CLOUD TRL
700 MAROLT PL
800 MAROLT PL
LD26191494
LD26221494
CASTLE CREEK RD

Image S...
1991
Current
Current
0
100
200ft
1:500

Pitkin County | Pitkin County, Colorado | Colorado Water Conservation Board (CWCB), Pitkin County | City of Aspen GIS, Maxar, Micros...

EXHIBIT 3.B.

Pitkin County Parcel Report

Parcel ID: 273512400005
Report Created: 4/29/2021 9:49:15 AM

Property Information

Address (Assessor's Records)	FOURTH ST
Account	R015511
Owner	R D OLSON INVESTMENTS II LLC
Owner Address	520 NEWPORT CENTER DR #600 NEWPORT BEACH, CA 92660
GIS Parcel Size	19.226 Acres
Jurisdiction	Split: Pitkin County (in Aspen UGB) and Pitkin County
Township, Range, Section	T:10, R:85, S:13; T:10, R:85, S:12

Assessor's Information

Land Use Category	0100: Vacant Land-Residential Lot
Legal Description	Subdivision: MINING CLAIM, Section: 12 Township: 10 Range: 85 GOVERNMENT LOT 19 & 21 Section: 13 Township: 10 Range: 85 GOVERNMENT LOT 34 ROARING FORK MINING DISTRICT MINE: PRIDE OF ASPEN - 7364 100% 10.16 ACRESALL SURFACE & MINERAL RIGHTS MINE: COPPEROPOLIS LODE - 1759 PORTION LYING WITHIN THE PRIDE OF ASPEN USMS 7364 MINE: EXTRA - 4712 100% 7.24 ACRESALL SURFACE & MINERAL RIGHTS
Improvements	

Services

Sewer System	Aspen Consolidated Sanitation District
Water District	City of Aspen Water Service Area
Fire District	Aspen Fire Protection District
School District	Aspen School District No. 1 (RE)
Library District	Pitkin County Library

Boundaries

Caucus	Castle Creek
Master Plan Area	AACP, East of Aspen - Independence Pass, Modified Castle

Zone District	AR-10 (Agricultural/Residential-10 Acre), R-15 (Moderate Density Residential-15,000 Sq Ft Lot), RR (Rural and Remote), TR-1 (Transitional Residential-1)
Zone District Overlays	No Zoning Overlay on this parcel
Historic District	Not within a Historic District
Watershed Drainage	Woody Creek-Roaring Fork River, Castle Creek
Watershed Subbasin	Brush Creek-Roaring Fork River, Outlet Castle Creek

Tax Information

Authority	Mill Levy	Amount
PITKIN COUNTY GENERAL FND	2.422	$533.82
COUNTY TV/FM TRANSLATOR	0.287	$63.25
COUNTY ROAD & BRIDGE	0.177	$39.01
COUNTY HUMAN SERVICES	0.065	$14.33
HEALTHY COMMUNITY FUND	0.956	$210.70
ASPEN AMBULANCE DISTRICT	0.501	$110.42
OPEN SPACE & TRAILS	3.75	$826.50
PITKIN COUNTY LIBRARY	1.436	$316.49
ASPEN FIRE PROTECTION	2.638	$581.41
ASPEN CONSOLIDATED SANITA	0.094	$20.72
ASPEN VALLEY HOSPITAL	2.297	$506.26
ROARING FORK TRANSP AUTH	2.65	$584.06
ASPEN SCHOOL DISTRICT	8.844	$1,949.21
COLORADO MTN COLLEGE	4.013	$884.46
COLORADO RIVER WATER CONS	0.502	$110.64
ASPEN HISTORIC PARK & REC	0.3	$66.12
Total	30.932	$6,817.40

Voting Information

Voting Precinct	1, 5
State House District	61
State Senate District	5
Board of County Commissioners District(s)	1
U.S. House of Representatives District	3

Public Amenities

Parks Nearby (1/2 Mile)	Wagner Park, Pioneer Park, Hillyard Park, Triangle Park, Bugsy Barnard Park, Koch Lumber Park, Wheeler Park, Clapper Park, Francis Whitaker Park, Paepcke Park, Yellow Brick School Park, Willoughby ParK, Library Plaza, Armstrong AKA Crash Point, Waite Robinson Park, Lift One A Park, Cooper Park, Hyman Park, Silver Circle Ice Rink, Mary B
Trails Nearby (1/2 Mile)	Racetrack, Villas, W Hallam St, S Seventh St, Trueman , Water Place, Community Garden, Zoom, Summit St Cutoff , Castle Creek Rd, Roundabout , Post Office, E Hallam St, Marolt Foot Path, Roundabout, Ajax - Little Cloud connector, E Hopkins Ave, Meadows Rd, Little Cloud, Midland Trail , Bugsy Barnard, W Hopkins Ave, Hospital, Ajax, Aspen Mountain Rd, Bergman, Marolt, Top of Mill Crossover, Trueman, Red Brick, Water Plant, Music Tent, Midland - 3rd St, Castle Creek Underpass, Holy Cross, W Hopkins Path
Open Spaces Nearby (1/2 Mile)	Hallam Lake, Twin Ridge, Thomas Ranch, Reeder, Holy Cross Electric, Little Cloud, Thomas Estate Park, Holden Marolt barn area, Marolt Ranch, Little Cloud Park, Jenny Adair Park, Center Lode Mining Claim, Barbee

Documents

Parcel	273512400005
Address	None Found
Retired Parcel	273513200001 273512400201 273512400003

Summary

Account	R015511
Parcel	273512400005
Property Address	FOURTH ST, ASPEN, CO 81611
Legal Description	Subdivision: MINING CLAIM, Section: 12 Township: 10 Range: 85 GOVERNMENT LOT 19 & 21 Section: 13 Township: 10 Range: 85 GOVERNMENT LOT 34 ROARING FORK MINING DISTRICT MINE: PRIDE OF ASPEN - 7364 100% 10.16 ACRESALL SURFACE & MINERAL RIGHTS MINE: COPPEROPOLIS LODE - 1759 PORTION LYING WITHIN THE PRIDE OF ASPEN USMS 7364 MINE: EXTRA - 4712 100% 7.24 ACRESALL SURFACE & MINERA
Property Type	VACANT
Acres	19.329
Land SqFt	0
Tax Area	8
Mill Levy	30.932
Subdivision	MINING CLAIM
Neighborhood	
Super Neighborhood	

View Map

Owners

R D OLSON INVESTMENTS II LLC
520 NEWPORT CENTER DR #600
NEWPORT BEACH CA 92660

Land

Unit Type	VACANT RES LOTS
Land Size Acres	19.32
Land Size SqFt	0

Information

PITKIN COUNTY
ASSESSOR

Pitkin County, CO
530 E. Main St.
Suite #204
Aspen, CO 81611
https://pitkincounty.com

PITKIN PROPERTY SEARCH

Assessor
Deb Bamesberger
970-920-5160

County Treasurer Link
Email County Treasurer
(970) 920-5170

Clerk & Recorder Reception
Search

Announcements

NEW VIDEOS - How to use Map Tools

Search across multiple coun

Pitkin County Parcel Report

Parcel ID: 273512466002
Report Created: 4/29/2021 10:07:58 AM

Property Information

Address (Assessor's Records)	501 W HOPKINS AVE
Address (GIS Points)	501 W HOPKINS AVE
Address (GIS Points)	501 W HOPKINS AVE
Account	R020010
Owner	R D OLSON INVESTMENTS II LLC
Owner Address	520 NEWPORT CENTER DR #600 NEWPORT BEACH, CA 92660
GIS Parcel Size	7535.88 Sq. Feet
Jurisdiction	Aspen
Township, Range, Section	T:10, R:85, S:12

Assessor's Information

Land Use Category	1112: Residential-Single Family Residence
Legal Description	Subdivision: BOOMERANG LOT SPLIT Lot: 1
Improvements	

Services

Sewer System	Aspen Consolidated Sanitation District
Water District	City of Aspen Water Service Area
Fire District	Aspen Fire Protection District
School District	Aspen School District No. 1 (RE)
Library District	Pitkin County Library

Boundaries

Caucus	Not within a Caucus Area
Master Plan Area	AACP
Zone District	No Zoning District on this parcel
Zone District Overlays	No Zoning Overlay on this parcel

Historic District	Not within a Historic District
Watershed Drainage	Woody Creek-Roaring Fork River
Watershed Subbasin	Brush Creek-Roaring Fork River

Tax Information

Authority	Mill Levy	Amount
PITKIN COUNTY GENERAL FND	2.422	$3,071.19
COUNTY TV/FM TRANSLATOR	0.287	$363.92
COUNTY ROAD & BRIDGE	0.177	$224.44
COUNTY HUMAN SERVICES	0.065	$82.42
HEALTHY COMMUNITY FUND	0.956	$1,212.24
ASPEN AMBULANCE DISTRICT	0.501	$635.28
OPEN SPACE & TRAILS	3.75	$4,755.11
PITKIN COUNTY LIBRARY	1.436	$1,820.89
CITY OF ASPEN	5.093	$6,458.08
ASPEN FIRE PROTECTION	2.638	$3,345.06
ASPEN CONSOLIDATED SANITA	0.094	$119.19
ASPEN VALLEY HOSPITAL	2.297	$2,912.67
ROARING FORK TRANSP AUTH	2.65	$3,360.28
ASPEN SCHOOL DISTRICT	8.844	$11,214.46
COLORADO MTN COLLEGE	4.013	$5,088.61
COLORADO RIVER WATER CONS	0.502	$636.55
ASPEN HISTORIC PARK & REC	0.3	$380.41
Total	36.025	$45,680.80

Voting Information

Voting Precinct	2
State House District	61
State Senate District	5
Board of County Commissioners District(s)	1
U.S. House of Representatives District	3

Public Amenities

Parks Nearby (1/2 Mile)	Wagner Park, Pioneer Park, Hillyard Park, Triangle Park, Bugsy Barnard Park, Koch Lumber Park, Wheeler Park, Francis Whitaker Park, Paepcke Park, Yellow Brick School Park, Willoughby ParK, Armstrong AKA Crash Point, Lift One A Park, Cooper Park, Hyman Park, Mary B
Trails Nearby (1/2 Mile)	Racetrack, Villas, W Hallam St, S Seventh St, Trueman , Community Garden, Castle Creek Rd, Post Office, E Hallam St, Marolt Foot Path, Ajax - Little Cloud connector, E Hopkins Ave, Meadows Rd, Little Cloud, Midland Trail , Bugsy Barnard, W Hopkins Ave, Ajax, Aspen Mountain Rd, Bergman, Marolt, Trueman, Aspen Institute, Red Brick, Music Tent, Midland - 3rd St, Castle Creek Underpass, Holy Cross, W Hopkins Path
Open Spaces Nearby (1/2 Mile)	Hallam Lake, Thomas Ranch, Reeder, Holy Cross Electric, Little Cloud, Holden Marolt barn area, Marolt Ranch, Little Cloud Park, Jenny Adair Park, Center Lode Mining Claim, Barbee

Documents

Parcel	273512466002
Address	501 W HOPKINS AVE
Retired Parcel	273512466001

Pitkin County Parcel Report

Parcel ID: 273512466851
Report Created: 4/29/2021 10:08:46 AM

Property Information

Address (Assessor's Records)	No parcel information found
Account	R014767
Owner	CITY OF ASPEN
Owner Address	130 S GALENA ST ASPEN, CO 81611
GIS Parcel Size	38245.68 Sq. Feet
Jurisdiction	Aspen
Township, Range, Section	T:10, R:85, S:12

Assessor's Information

Land Use Category	9149: Exempt-Political Subdivision - Non-Residential
Legal Description	Subdivision: CITY AND TOWNSITE OF ASPEN Block: 32 Lot: D AND:- Lot: Thru I, Subdivision: CITY AND TOWNSITE OF ASPEN Block: 39 Lot: K AND:- Lot: Thru N PART OF LOTS D - I & PART OF LOTS O, P, & Q
Improvements	

Services

Sewer System	Aspen Consolidated Sanitation District
Water District	City of Aspen Water Service Area
Fire District	Aspen Fire Protection District
School District	Aspen School District No. 1 (RE)
Library District	Pitkin County Library

Boundaries

Caucus	Not within a Caucus Area
Master Plan Area	AACP
Zone District	No Zoning District on this parcel
Zone District Overlays	No Zoning Overlay on this parcel
Historic District	Not within a Historic District

Watershed Drainage	Woody Creek-Roaring Fork River
Watershed Subbasin	Brush Creek-Roaring Fork River

Tax Information

Authority	Mill Levy	Amount
NO TAX -- PUBLIC LAND	0	$0.00
Total	0	$0.00

Voting Information

Voting Precinct	2
State House District	61
State Senate District	5
Board of County Commissioners District(s)	1
U.S. House of Representatives District	3

Public Amenities

Parks Nearby (1/2 Mile)	Wagner Park, Pioneer Park, Hillyard Park, Triangle Park, Bugsy Barnard Park, Koch Lumber Park, Wheeler Park, Conner Memorial Park, Clapper Park, Francis Whitaker Park, Paepcke Park, Yellow Brick School Park, Willoughby ParK, Library Plaza, Armstrong AKA Crash Point, Lift One A Park, Rio Grande Park, Cooper Park, Hyman Park, Silver Circle Ice Rink, Mary B
Trails Nearby (1/2 Mile)	Racetrack, Villas, W Hallam St, S Seventh St, Trueman , Rio Grande Park, Community Garden, Summit St Cutoff , Castle Creek Rd, Post Office, E Hallam St, Courthouse, Marolt Foot Path, Golf Course, Ajax - Little Cloud connector, Puppy Smith, E Hopkins Ave, Meadows Rd, Little Cloud, Midland Trail , Bugsy Barnard, W Hopkins Ave, Ajax, Aspen Mountain Rd, Bergman, Rio Grande, Marolt, Top of Mill Crossover, Trueman, Aspen Institute, Red Brick, Music Tent, Midland - 3rd St, Castle Creek Underpass, Holy Cross, W Hopkins Path
Open Spaces Nearby (1/2 Mile)	Hallam Lake, Thomas Ranch, Reeder, Holy Cross Electric, Little Cloud, Holden Marolt barn area, Marolt Ranch, Little Cloud Park, Jenny Adair Park, Center Lode Mining Claim, Barbee

Documents

Parcel	273512466851
Address	None Found
Retired Parcel	273512400201

Disclaimer

Pitkin County GIS presents the information and data on this report as a service to the public. Every effort has been made to ensure that the information and data contained in the report is accurate, but the accuracy may change.

Pitkin County GIS makes no warranty or guarantee concerning the completeness, accuracy, or reliability of the content at this site or at other sites to which we link. Assessing accuracy and reliability of information and data is the sole responsibility of the user. The user understands he or she is solely responsible and liable for use, modification, or distribution of any information or data obtained on this web site.

Data is presented in WGS 1984 Web Mercator. Size, shape, measurement and overlay of features may be distorted. In some cases, multiple results could be valid; for example, Zoning. In other cases, a parcel may cross over the boundary of more than one data area, for example, multiple Precincts. More information about Trails, Parks and Open Space can be found www.pitkinoutside.org. Visit the Pitkin County GIS Department at

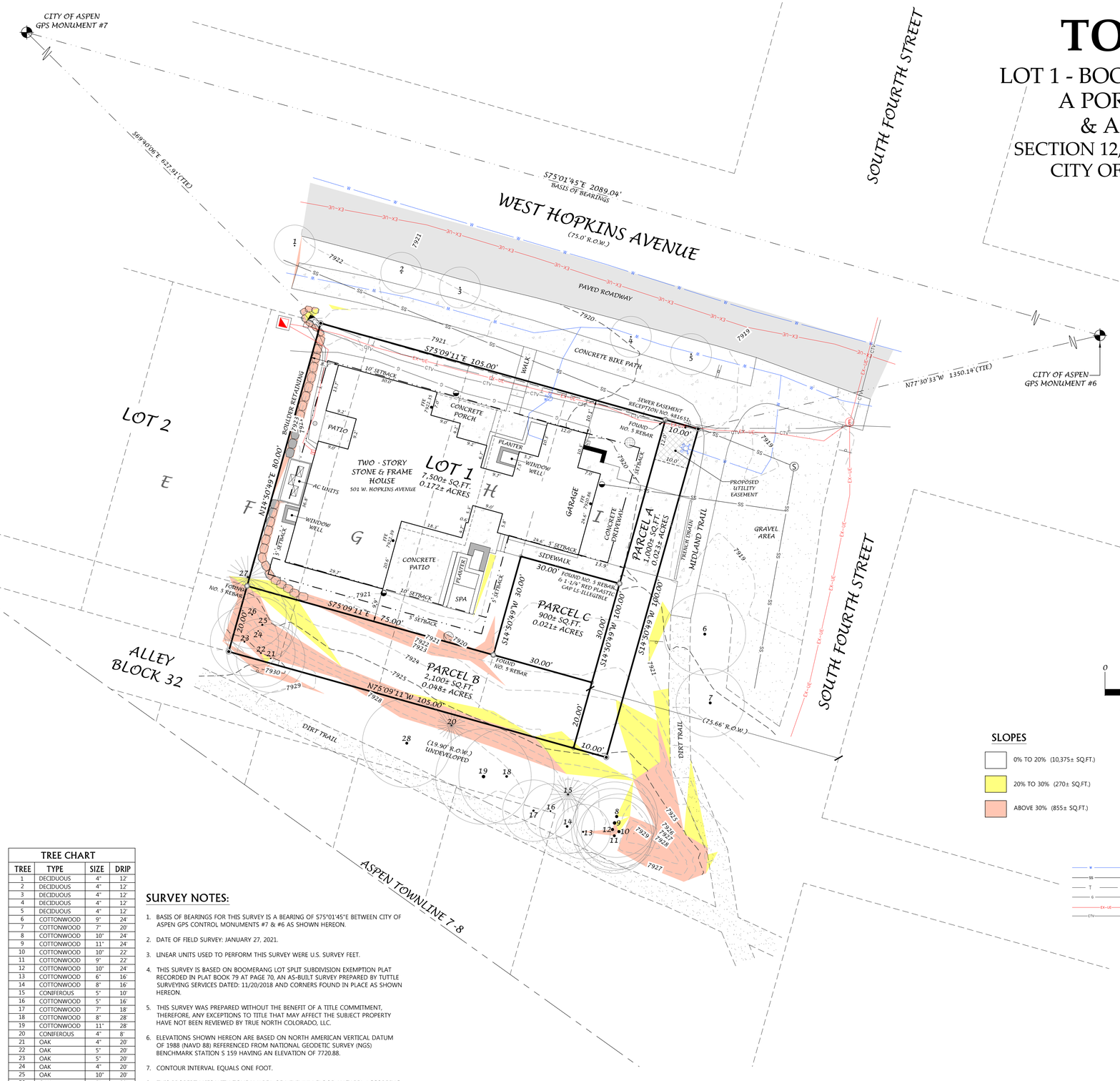
http://www.pitkinmapsandmore.com

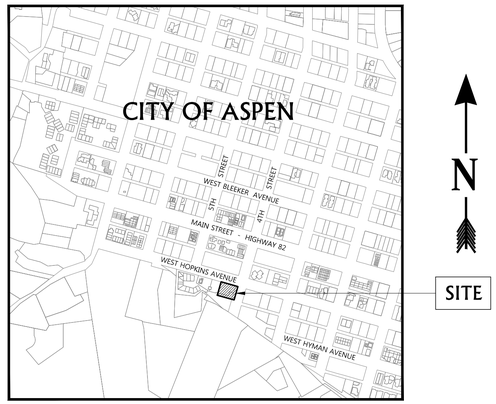
EXHIBIT 3.C.

IMPROVEMENT & TOPOGRAPHIC SURVEY

LOT 1 - BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION, A PORTION OF FOURTH STREET RIGHT-OF-WAY & ASSOCIATED CITY OF ASPEN PROPERTIES

SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PM
CITY OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO





VICINITY MAP
SCALE: 1" = 500'

N
0 7.5' 15' 30'
SCALE: 1" = 15'

SLOPES

- 0% TO 20% (10,375± SQ.FT.)
- 20% TO 30% (270± SQ.FT.)
- ABOVE 30% (855± SQ.FT.)

LEGEND

- ELECTRICAL TRANSFORMER
- ELECTRICAL METER
- GAS METER
- TELEPHONE PEDESTAL
- CATV PEDESTAL
- FIRE HYDRANT
- WATER SHUTOFF
- SANITARY MANHOLE
- CLEAN-OUT
- ELECTRIC VAULT
- WATER LINE
- SEWER LINE
- TELEPHONE LINE
- GAS LINE
- ELECTRIC LINE
- CATV LINE

PROPERTY DESCRIPTIONS:

LOT 1
BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION
ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 2006 IN PLAT BOOK 79 AT PAGE 70.

COUNTY OF PITKIN
STATE OF COLORADO

PARCEL A
THE WEST 10 FEET OF SOUTH FOURTH STREET LYING IMMEDIATELY ADJACENT TO LOT I, BLOCK 32, CITY AND TOWNSITE OF ASPEN.

PARCEL B
THE SOUTH 20 FEET OF THE EAST HALF OF LOT F, THE SOUTH 20 FEET OF LOTS G, H & I, ALL IN BLOCK 32, CITY AND TOWNSITE OF ASPEN.

PARCEL C
THE SOUTH 30 FEET OF THE NORTH 80 FEET OF LOT I, BLOCK 32 OF THE CITY AND TOWNSITE OF ASPEN.

SURVEYOR'S CERTIFICATION

I, RODNEY P. KISER, HEREBY CERTIFY TO CITY OF ASPEN AND R.D. OLSON, THAT THIS IS AN "IMPROVEMENT SURVEY PLAT" AS DEFINED BY C.R.S.38-51-102(9) AND THAT IT IS A MONUMENTED LAND SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE, SHOWING THE LOCATION OF ALL STRUCTURES, VISIBLE UTILITIES, FENCES, HEDGES, OR WALLS SITUATED ON THE DESCRIBED PARCEL AND WITHIN FIVE FEET OF ALL BOUNDARIES OF SUCH PARCEL, ANY CONFLICTING BOUNDARY EVIDENCE OR VISIBLE ENCROACHMENTS, AND ALL EASEMENTS, UNDERGROUND UTILITIES, AND TUNNELS DESCRIBED IN THE (TITLE COMPANY NAME) COMMITMENT FOR TITLE INSURANCE COMMITMENT NO. (NUMBER), OR OTHER SOURCES AS SPECIFIED ON THE IMPROVEMENT SURVEY PLAT.

RODNEY P. KISER
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38215

TREE CHART

TREE	TYPE	SIZE	DRIP
1	DECIDUOUS	4"	12'
2	DECIDUOUS	4"	12'
3	DECIDUOUS	4"	12'
4	DECIDUOUS	4"	12'
5	DECIDUOUS	4"	12'
6	COTTONWOOD	9"	24'
7	COTTONWOOD	7"	20'
8	COTTONWOOD	10"	24'
9	COTTONWOOD	11"	24'
10	COTTONWOOD	10"	22'
11	COTTONWOOD	9"	22'
12	COTTONWOOD	10"	24'
13	COTTONWOOD	6"	16'
14	COTTONWOOD	8"	16'
15	CONIFEROUS	5"	10'
16	COTTONWOOD	5"	16'
17	COTTONWOOD	7"	18'
18	COTTONWOOD	8"	28'
19	COTTONWOOD	11"	28'
20	CONIFEROUS	4"	8'
21	OAK	4"	20'
22	OAK	5"	20'
23	OAK	5"	20'
24	OAK	4"	20'
25	OAK	10"	20'
26	OAK	5"	20'
27	CONIFEROUS	5"	12'
28	COTTONWOOD	9"	26'

SURVEY NOTES:

1. BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF S75°01'45"E BETWEEN CITY OF ASPEN GPS CONTROL MONUMENTS #7 & #6 AS SHOWN HEREON.
2. DATE OF FIELD SURVEY: JANUARY 27, 2021.
3. LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
4. THIS SURVEY IS BASED ON BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION PLAT RECORDED IN PLAT BOOK 79 AT PAGE 70, AN AS-BUILT SURVEY PREPARED BY TUTTLE SURVEYING SERVICES DATED: 11/20/2018 AND CORNERS FOUND IN PLACE AS SHOWN HEREON.
5. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE, ANY EXCEPTIONS TO TITLE THAT MAY AFFECT THE SUBJECT PROPERTY HAVE NOT BEEN REVIEWED BY TRUE NORTH COLORADO, LLC.
6. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) REFERENCED FROM NATIONAL GEODETIC SURVEY (NGS) BENCHMARK STATION S 159 HAVING AN ELEVATION OF 7720.88.
7. CONTOUR INTERVAL EQUALS ONE FOOT.
8. THIS PROPERTY LIES WITH ZONE X (AREA OF MINIMUM FLOOD HAZARD) ACCORDING TO FEMA FIRM MAP COMMUNITY PANEL NO. 08097C0354E WITH AN EFFECTIVE DATE OF AUGUST 15, 2019.

TRUE NORTH COLORADO
A LAND SURVEYING AND MAPPING COMPANY

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 CERTIFICATION SHOWN HEREON.

R.D. OLSON INVESTMENTS II
IMPROVEMENT & TOPOGRAPHIC SURVEY
501 W. HOPKINS AVENUE - ASPEN
COUNTY OF PITKIN - STATE OF COLORADO

FOR PRELIMINARY REVIEW

TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 386 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2021-100	DRAWN: RPK	SHEET 1 OF 1
DATE: May 12, 2021	SURVEYED: DJB-GBL	

EXHIBIT 4.A.

BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION PLAT

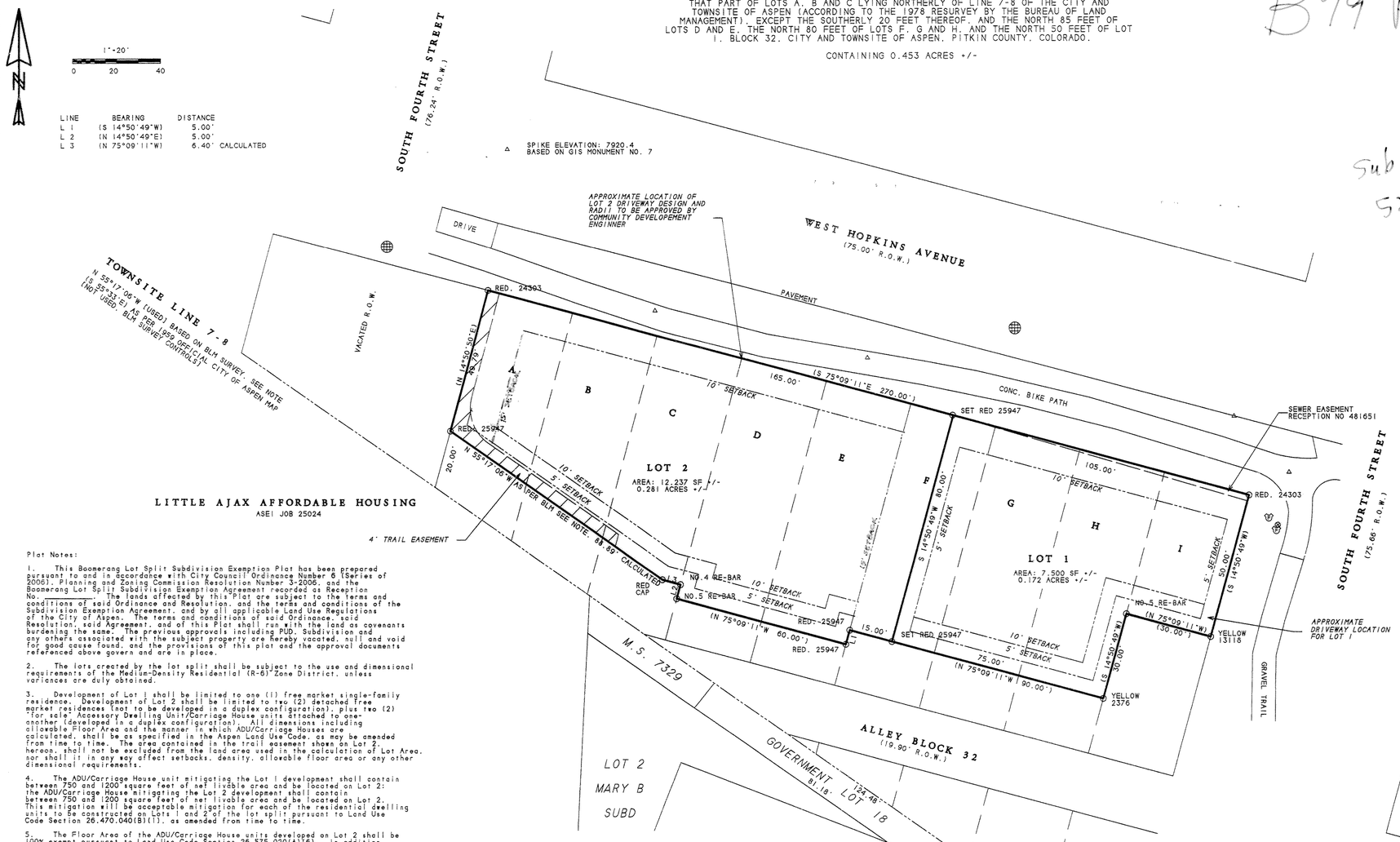
OF

THAT PART OF LOTS A, B AND C LYING NORTHERLY OF LINE 7-8 OF THE CITY AND TOWNSITE OF ASPEN (ACCORDING TO THE 1978 RESURVEY BY THE BUREAU OF LAND MANAGEMENT), EXCEPT THE SOUTHERLY 20 FEET THEREOF, AND THE NORTH 85 FEET OF LOTS D AND E, THE NORTH 80 FEET OF LOTS F, G AND H, AND THE NORTH 50 FEET OF LOT I, BLOCK 32, CITY AND TOWNSITE OF ASPEN, PITKIN COUNTY, COLORADO.

CONTAINING 0.453 ACRES +/-

B79 P70

Sub agreement 525369



LINE	BEARING	DISTANCE
L 1	(S 14°50'49"W)	5.00'
L 2	(N 14°50'49"E)	5.00'
L 3	(N 75°09'11"W)	6.40' CALCULATED

Plat Notes:

1. This Boomerang Lot Split Subdivision Exemption Plat has been prepared pursuant to and in accordance with City Council Ordinance Number 6 (Series of 2006), Planning and Zoning Commission Resolution Number 3-2006, and the Boomerang Lot Split Subdivision Exemption Agreement recorded as Reception No. _____. The lands affected by this Plat are subject to the terms and conditions of said Ordinance and Resolution, and the terms and conditions of the Subdivision Exemption Agreement, and by all applicable Land Use Regulations of the City of Aspen. The terms and conditions of said Ordinance, said Resolution, said Agreement, and of this Plat shall run with the land as covenants burdening the same. The previous approvals including PUD, Subdivision and any other is associated with the subject property are hereby vacated, null and void for good cause found, and the provisions of this plat and the approval documents referenced above govern and are in place.

2. The lots created by the lot split shall be subject to the use and dimensional requirements of the Medium-Density Residential (R-6) Zone District, unless variances are duly obtained.

3. Development of Lot 1 shall be limited to one (1) free market single-family residence. Development of Lot 2 shall be limited to two (2) detached free market residences (not to be developed in a duplex configuration), plus two (2) "for sale" Accessory Dwelling Unit/Carriage House units attached to one-another (developed in a duplex configuration). All dimensions including allowable Floor Area and the manner in which ADU/Carriage Houses are calculated, shall be as specified in the Aspen Land Use Code, as may be amended from time to time. The area contained in the trail easement shown on Lot 2 hereon, shall not be excluded from the land area used in the calculation of Lot Area, nor shall it in any way affect setbacks, density, allowable floor area or any other dimensional requirements.

4. The ADU/Carriage House unit mitigating the Lot 1 development shall contain between 750 and 1200 square feet of net livable area and be located on Lot 2: the ADU/Carriage House mitigating the Lot 2 development shall contain between 750 and 1200 square feet of net livable area and be located on Lot 2. This mitigation will be acceptable mitigation for each of the residential dwelling units to be constructed on Lots 1 and 2 of the lot split pursuant to Land Use Code Section 26.470.040(B)(1)(1), as amended from time to time.

5. The Floor Area of the ADU/Carriage House units developed on Lot 2 shall be 100% exempt pursuant to Land Use Code Section 26.575.020(A)(6). In addition, the free-market residences on Lot 2 shall be entitled to a Floor Area bonus equal to 50% of the Floor Area in the ADU/Carriage House mitigating the Lot 2 development pursuant to Land Use Code Section 26.575.020(A)(7).

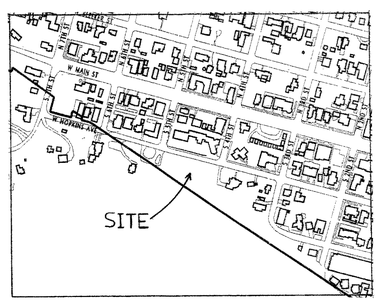
6. All residential dwelling units (free market and affordable) to be constructed on Lots 1 and 2 shall meet the residential design standards in place at the time of building permit, unless any variance(s) is duly obtained. In addition, the ADU/Carriage House units on Lot 2 shall also meet the ADU Design Standards contained in Section 26.520.050 of the Code, unless any variance(s) is duly obtained.

7. Vehicular access to Lot 1 shall be taken from the South Fourth Street stub located directly to the east of the property. Vehicular access to Lot 2 shall be taken from West Hopkins Avenue via a single curb cut. The residential units on Lot 2 shall share a single driveway and the curb cut shall be designed and constructed such that it will not provide a net loss in on-street parking in the W. Hopkins Avenue Right-of-Way (it may be necessary to reconstruct and realign a portion of the existing sidewalk/trail to ensure no net loss of on-street parking). The driveway access shall meet the City Engineering Department's standards for drive ramps. Both driveway entrance points shall be in substantially the same location as they are shown hereon.

8. There shall be no further subdivision (except condominimization) of either lot in the Boomerang Lot Split without approval(s) from the City of Aspen.

VICINITY MAP

1"=400'



PREPARED BY

ASPEN SURVEY ENGINEERS, INC.

210 SOUTH GALENA STREET

ASPEN, COLORADO 81611

PHONE/FAX (970) 925-3816

DATE 6/06 JOB 29197G

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT ON THIS PLAT WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS PLAT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. THE CERTIFICATION IS VOID IF NOT MET STAMPED WITH THE SEAL OF THE SURVEYOR.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT ASPEN FSP-ABR, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE RECORDED OWNER OF:

THAT PART OF LOTS A, B AND C LYING NORTHERLY OF LINE 7-8 OF THE CITY AND TOWNSITE OF ASPEN (ACCORDING TO THE 1978 RESURVEY BY THE BUREAU OF LAND MANAGEMENT), EXCEPT THE SOUTHERLY 20 FEET THEREOF, AND THE NORTH 85 FEET OF LOTS D AND E, THE NORTH 80 FEET OF LOTS F, G AND H, AND THE NORTH 50 FEET OF LOT I, BLOCK 32, CITY AND TOWNSITE OF ASPEN, PITKIN COUNTY, COLORADO.

CONTAINING 0.453 ACRES +/-

DOES HEREBY REPLAT THIS REAL PROPERTY UNDER THE NAME AND STYLE OF THE BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION, CITY OF ASPEN, PITKIN COUNTY, COLORADO.

EXECUTED THIS 14th DAY OF June, 2006.

BY: Thomas Buxton NAME: Thomas Buxton TITLE Vice President

OF BROWN REALTY MANAGER, INC., A DELAWARE CORPORATION, ITS MANAGER.

STATE OF Maryland)
) ss
COUNTY OF Baltimore)

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS 14th DAY OF June, 2006, BY Thomas Buxton AS Vice President OF BROWN REALTY MANAGER, INC., A DELAWARE CORPORATION, ITS MANAGER.

WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES: 12-7-2006

NOTARY PUBLIC

BY: _____ NAME: David Fraser TITLE Manager

OF FOUNTAIN SQUARE PROPERTIES, LLC, A VIRGINIA LIMITED LIABILITY COMPANY, ITS MANAGER.

STATE OF Virginia)
) ss
COUNTY OF Fairfax)

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS 14th DAY OF June, 2006, BY David W. Fraser AS Manager OF Fountain Square Properties, LLC, a Virginia Limited Liability Company

~~BROWN REALTY MANAGER, INC., A DELAWARE CORPORATION~~, ITS MANAGER.

WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES: 4/30/08

Patricia A. Connelly
NOTARY PUBLIC

MORTGAGEE'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT BANK MIDWEST, N.A, A NATIONAL BANKING ASSOCIATION IS THE MORTGAGEE OF THE HEREIN DESCRIBED REAL PROPERTY AS EVIDENCED BY THAT DEED OF TRUST RECORDED AS RECEPTION NO. _____ OF THE REAL ESTATE RECORDS OF PITKIN COUNTY, COLORADO, HEREBY CONSENTS TO THE RECORDING OF THIS PLAT.

EXECUTED THIS 15th DAY OF JUNE, 2006.

BY: _____ NAME: JEFF W KUHLMAN TITLE: VP

OF BANK MIDWEST, N.A., A NATIONAL BANKING ASSOCIATION AS MORTGAGEE.

STATE OF COLORADO)
) ss
COUNTY OF PITKIN)

THE FOREGOING MORTGAGE'S CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS 15th DAY OF June, 2006 BY Jeff W. Kuhlman OF BANK MIDWEST, N.A., A NATIONAL BANKING ASSOCIATION AS MORTGAGEE.

WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES: 4-30-2009

NOTARY PUBLIC

TITLE CERTIFICATE

THE UNDERSIGNED, A DULY AUTHORIZED REPRESENTATIVE OF PITKIN COUNTY TITLE, INC., REGISTERED TO DO BUSINESS IN PITKIN COUNTY, COLORADO DOES HEREBY CERTIFY THAT THE PERSONS LISTED AS OWNERS ON THIS PLAT DO HOLD FEE SIMPLE TITLE TO THE WITHIN DESCRIBED REAL PROPERTY, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT THOSE LISTED ON THE OWNER'S CERTIFICATE, ALTHOUGH WE BELIEVE THE FACTS STATED ON THIS PLAT ARE TRUE, THIS CERTIFICATE IS NOT TO BE CONSTRUED AS AN ABSTRACT OF TITLE, NOR AN OPINION OF TITLE, NOR A GUARANTEE OF TITLE, AND IT IS UNDERSTOOD AND AGREED THAT PITKIN COUNTY TITLE, INC. NEITHER ASSUMES NOR WILL BE CHARGED WITH ANY FINANCIAL OBLIGATION OR LIABILITY WHATSOEVER ON ANY STATEMENT CONTAINED HEREIN.

DATED: 6/13/06, 2006

TITLE: Pres

PITKIN COUNTY TITLE, INC.
601 E. HOPKINS AVE.
ASPEN, COLORADO 81611

STATE OF COLORADO)
) ss
COUNTY OF PITKIN)

THE FOREGOING TITLE CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS 13 DAY OF June, 2006 BY Thomas E. Phillips OF PITKIN COUNTY TITLE, INC.

WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES: _____

Priscilla Dawn Prohl / Notary Public
My Commission Expires 6/25/2007
501 E. Hopkins
Aspen, CO 81611

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, JOHN HOWORTH, HEREBY CERTIFY THAT IN MAY, 2006 A SURVEY WAS PERFORMED UNDER MY DIRECTION AND SUPERVISION OF THE HEREON DESCRIBED REAL PROPERTY. THE LOCATION AND DIMENSIONS OF THE BOUNDARY LINES, UTILITIES, IMPROVEMENTS AND EASEMENTS SHOWN ON THE PITKIN COUNTY TITLE, INC. TITLE COMMITMENT NO. PCT20448L2, DATED: APRIL 17, 2006, ARE ACCURATELY SHOWN ON THIS MAP. THE CONTROL SURVEY PRECISION IS GREATER THAN 1:10,000 WITH THE AREA CALCULATED TO 0.001 OF AN ACRE AND THAT THE SURVEY WAS DONE IN ACCORDANCE WITH CRS 1973 TITLE 38, ARTICLE 51 AS AMENDED FROM TIME TO TIME.

SIGNED THIS 13th DAY OF June, 2006.

JOHN HOWORTH PLS 25947

LEGEND AND NOTES

- ○ FOUND OR SET SURVEY MONUMENT AS DESCRIBED
- ⊕ MANHOLE
- ⊛ HYDRANT
- □ UTILITY BOX
- △ SURVEY CONTROL

TITLE INFORMATION FURNISHED BY:

PITKIN COUNTY TITLE, INC.
ORDER NO. PCT20448L2
DATED: APRIL 17, 2006

525370 Page: 1 of 1 06/15/2006 04:21
JANICE K VOS GRUDULL PITKIN COUNTY CO R 11.00 D 0.00

BEARINGS BASED ON THE CITY MONUMENT AT THE NORTHWEST CORNER OF BLOCK 38 AND THE NORTHEAST CORNER OF LOT G, BLOCK 25 (ALUMINIUM DISK LS 25947 IN FENCE POST) N 75°09'11"W 481.95'.

⊛ WATER VALVE

1959 OFFICIAL MAP OF THE CITY OF ASPEN WAS USED FOR THE PREPARATION OF OF THIS PLAT. CALLS IN ( ) ARE FROM THIS PLAT.

1980 APPROVED BLM SURVEY AND RESURVEY OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST ON FILE IN THE BLM OFFICE AT GLENWOOD SPRINGS, COLORADO AND THE AMENDED AND RESTATED PLAT OF MARY B SUBDIVISION PLAT BOOK 30 AT PAGE 6 WERE USED FOR ADJOINING PROPERTIES IN PITKIN COUNTY

THIS PROPERTY LIES IN ZONE C AS PER FEMA FIRM MAP FOR THE CITY OF ASPEN, COLORADO PITKIN COUNTY COMMUNITY PANEL NO. 080143 0001 B. EFFECTIVE DATE: DECEMBER 4, 1985

ZONED: R-6

CLERK AND RECORDER'S ACCEPTANCE

THIS PLAT OF THE BOOMERANG SPLIT SUBDIVISION EXEMPTION WAS ACCEPTED FOR RECORDING IN THE OFFICE OF THE CLERK AND RECORDER OF PITKIN COUNTY, COLORADO AT 11:55 O'CLOCK A.M. ON THIS 27th DAY OF June, 2006 IN PLAT BOOK 77 AT PAGE 12 AS RECEPTION NUMBER 525370.

PITKIN COUNTY CLERK AND RECORDER.

CITY COUNCIL APPROVAL

THIS PLAT OF THE BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ASPEN ON THIS 12th DAY OF June, 2006 AS ORDINANCE NO. 6 SERIES OF 2006 AND RECORDED AS RECEPTION NO. 525369 OF THE REAL ESTATE RECORDS OF PITKIN COUNTY, COLORADO.

SIGNED THIS 12th DAY OF June 2006.

HELEN KNAEBEL MAYOR ATTEST: KATHRYN S. KOCH, CITY CLERK

CITY ENGINEER'S APPROVAL

THIS PLAT OF THE BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION WAS REVIEWED AND APPROVED BY THE ENGINEER OF THE CITY OF ASPEN.
THIS 12th DAY OF June, 2006.

Assistant City Mgr; As
CITY ENGINEER

COMMUNITY DEVELOPMENT APPROVAL

THIS PLAT OF THE BOOMERANG SPLIT SUBDIVISION EXEMPTION WAS REVIEWED AND APPROVED BY THE DIRECTOR OF THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF ASPEN ON THIS 12th DAY OF June, 2006.

Deputy Director
DIRECTOR

PARKS DEPARTMENT APPROVAL

THIS PLAT OF THE BOOMERANG SPLIT SUBDIVISION EXEMPTION WAS REVIEWED AND APPROVED BY THE DIRECTOR OF THE ASPEN PARKS DEPARTMENT OF THE CITY OF ASPEN ON THIS 12th DAY OF June, 2006.

DIRECTOR

JOB NO. 29197G

525368
Page: 1 of 7
06/16/2006 03:53
JANICE K VOS CAUDILL PITKIN COUNTY CO R 36.00 D 0.00

EXHIBIT 4.B.

ORDINANCE NO. 6
(SERIES OF 2006)

AN ORDINANCE OF THE CITY OF ASPEN CITY COUNCIL REZONING THE "BOOMERANG VACANT PARCEL" TO THE R-6 (MEDIUM-DENSITY RESIDENTIAL) ZONE DISTRICT AND APPROVING A LOT SPLIT, CREATING LOTS 1 AND 2 OF THE BOOMERANG LOT SPLIT, CITY OF ASPEN, PITKIN COUNTY, COLORADO.

Parcel ID: 2735-124-66-001

WHEREAS, the Community Development Department received an application from Aspen FSP-ABR, LLC, requesting to rezone the "Boomerang Vacant Parcel" located on the south side of W. Hopkins Avenue, containing portions of Lots A-I, Block 32, City and Townsite of Aspen from the R-15 (Moderate-Density Residential) Zone District with a PUD and Lodge Preservation Overlay to the R-6 (Medium-Density Residential) Zone District and requesting approval of a Lot Split to divide the 19,737 square foot property into a parcel of approximately 12,237 square feet and a parcel of approximately 7,500 square feet; and,

WHEREAS, upon review of the application, the applicable code standards, the Community Development Department recommended approval with condition of the proposed rezoning and lot split application; and,

WHEREAS, the Aspen Planning and Zoning Commission reviewed and considered the development proposal during a duly noticed public hearing opened on January 17, 2006, and continued to January 24, 2006. The Planning and Zoning Commission approved Resolution No. 3, Series of 2006, by a five to one (5-1) vote, recommending that City Council rezone the subject property to the R-6 Zone District, and recommending that City Council approve the requested lot split with conditions, under the applicable provisions of the Municipal Code as identified herein; and,

WHEREAS, the City Council finds that the development proposal meets or exceeds all applicable development standards and that the approval of the development proposal is consistent with the goals and elements of the Aspen Area Community Plan; and,

WHEREAS, the City Council finds that this ordinance furthers and is necessary for the promotion of public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO THAT:

Section 1:
Pursuant to the procedures and standards set forth in Land Use Section 26.310, *Amendments to the Land Use Code and Official Zone District Map*, the City Council hereby rezones the "Boomerang Vacant Parcel" containing portions of Lots A-I, Block 32, City and Townsite of Aspen, from the R-15 (Moderate-Density Residential) Zone District with PUD and Lodge Preservation Overlays to the R-6 (Medium-Density Residential) Zone District.

525368
Page: 2 of 7
06/16/2006 03:55
JANICE K VOS CAUDILL PITKIN COUNTY CO R 36.00 D 0.00

Section 2:
Pursuant to the procedures and standards set forth in Land Use Section 26.480.030(A)(2), *Subdivision Exemptions: Lot Split*, the City Council approves a lot split to divide the "Boomerang Vacant Parcel" into Lot 1 of approximately 7,500 square feet and Lot 2 of approximately 12,237 square feet for the construction of a total of three (3) detached dwelling units, with the conditions contained herein. Lot 1 is limited to one (1) single family residence and Lot 2 is limited to two (2) detached free market residences, plus two ADU/CH units attached to one-another. All dimensions including allowable floor area and the manner in which ADU/Carriage Houses are calculated, shall be as specified in the Aspen Land Use Code, as may be amended from time to time.

Section 3: Subdivision Exemption Plat
The Applicant shall submit and record a subdivision exemption plat that meets the terms of Land Use Code Section 26.480 in the office of the Pitkin County Clerk and Recorder no later than 180 days after final approval is obtained. The Lot Split Plat shall clearly label the proposed lot line that separates Lot 1 from Lot 2, housing type and density per lot, and show all easements of record. The plat may also include a note indicating that the land area contained within the trail easement shall not be excluded from the calculation of Lot Area.

Section 4: Subdivision Exemption Agreement
The Applicant shall submit and record a subdivision exemption agreement that meets the terms of Land Use Code Section 26.480.030, in the office of the Pitkin County Clerk and Recorder no later than 180 days after final approval is obtained.

Section 5: Building Permit Application
The building permit application for each of the residential units shall include the following:

1. A copy of the final Ordinance and P&Z Resolution.

2. The conditions of approval printed on the cover page of the building permit set.

3. A completed tap permit for service with the Aspen Consolidated Sanitation District.

4. A tree removal permit as required by the City Parks Department and any approval from the Parks Department Director for off-site replacement or mitigation of any removed trees. The tree removal permit application shall be accompanied by a detailed landscape plan indicating which trees are to be removed and new plantings proposed on the site. Additionally, a right-of-way landscaping plan shall be provided as part of the building permit application identifying that any trees removed from the right-of-way will have to be relocated. Any disruption or damage to the right-of-way irrigation system during construction shall also be repaired to the satisfaction of the Parks Department.

5. A drainage plan, including an erosion control plan, prepared by a Colorado licensed Civil Engineer, which maintains sediment and debris on-site during and after construction. If a ground recharge system is required, a soil percolation report will be required to correctly size the facility. A 5-year storm frequency should be used in designing any drainage improvements.

6. A construction management plan pursuant to the requirements of the Community Development Department. The construction management plan shall include a plan for protecting the Midland and W. Hopkins Avenue Trails during construction. This plan shall be reviewed and approved by the Parks Department prior to building permit issuance.

7. A fugitive dust control plan to be reviewed and approved by the City Engineering Department.

Section 6: Growth Management Allotments

The Applicant shall obtain Administrative Growth Management approval and provide affordable housing mitigation by developing one (1) "for sale" accessory dwelling unit or carriage house per lot, as contained within the Applicant's proposal. The ADU/Carriage House unit mitigating the Lot 1 development shall contain between 750 and 1200 square feet of net livable area and be located on Lot 2; the ADU/Carriage House mitigating the Lot 2 development shall contain between 750 and 1200 square feet of net livable area and be located on Lot 2. This mitigation will be acceptable mitigation for each of the residential dwelling units to be constructed on Lots 1 and 2 of the lot split pursuant to Land Use Code Section 26.470.040(B)(1), *Administrative Growth Management Review: Detached single-family or duplex dwelling units*, as amended from time to time.

Section 7: Use and Dimensional Requirements

The lots created by the lot split shall be subject to the use and dimensional requirements of the Medium-Density Residential (R-6) Zone District and as specified in Section 2 of this ordinance. The free market residential dwelling units to be developed on Lot 2 shall be constructed as two (2) detached dwelling units rather than in a duplex configuration; the "for sale" ADU/Carriage House units shall be developed in a duplex configuration.

Section 8: Design Standards

All residential dwelling units (free market and affordable) to be constructed on Lots 1 and 2 shall meet the residential design standards in place at the time of building permit, unless any variance(s) is duly obtained. In addition, the ADU/Carriage House units on Lot 2 shall also meet the ADU Design Standards contained in Section 26.520.050 of the Code, unless any variance(s) is duly obtained or where a stricter standard is specified within this ordinance.

Section 9: Vehicular Access

Vehicular access to Lot 1 shall be taken from the South Fourth Street stub located directly to the east of the property. There shall not be any vegetation taller than 30 inches

from existing grade planted within the area fifteen (15) feet south or north of the driveway to be accessed from 4th Street, at the property line or in the public right-of-way to maintain a sufficient view corridor for trail users to see vehicles crossing the trail. The Applicant shall also relocate the existing Midland Trail sign to the south side of the driveway and attach a new sign on the backside of the Midland Trail sign indicating the presence of the driveways crossing the trail to trail users.

Vehicular access to Lot 2 shall be taken from West Hopkins Avenue via a single curb cut. The residential units on Lot 2 shall share a single driveway and the curb cut shall be designed and constructed such that it will not provide a net loss in on-street parking in the W. Hopkins Avenue Right-of-Way (it may be necessary to reconstruct and realign a portion of the existing sidewalk/trail to ensure no net loss of on-street parking). The driveway access shall meet the City Engineering Department's standards for drive ramps. The driveway entrance points shall be in substantially the same location as they are shown in the addendum to the application.

Section 10: Curb and Gutter

The Applicant shall construct curb, and gutter along the West Hopkins Avenue frontage of the property being divided prior to issuance of a certificate of occupancy for any of the units in the project. The timing of this installation may be changed if approved by the City Engineer. If the W. Hopkins Pedestrian Trail is altered during construction, the Applicant shall repair the trail to the condition it was in prior to construction while allowing for the potential for modest realignment.

The radii of the curb cut shall be the minimal that functions for the purpose of a driveway. The applicants shall gain approval from the Community Development Engineer to determine an appropriate sizing.

Section 11: Trail Easement

The Applicant shall grant a four (4) foot wide public trail easement to the City of Aspen along the western side property line of Lot 2 and on the westernmost 90 feet of Lot 2, running directly adjacent to the southern property line. A slightly wider easement shall be granted at the southwest corner of Lot 2 to allow for a moderate turning radius on the trail. The exact location of this easement shall be approved by the Parks Department prior to recordation of the final subdivision exemption plat. This easement shall be shown on the subdivision exemption plat and shall be described in the subdivision exemption agreement. The easement shall not affect allowable FAR, density, setback requirements, or other dimensional requirements.

Section 12: Landscaping

The Applicant shall install a tree root barrier on the trees that are to be planted within ten (10) feet of the W. Hopkins trail to prevent future root damage and trail upheaval. The Applicant shall also install tree saving construction fences around the drip line of any trees to be saved subject to the following provisions:

a. The City Forester or his/her designee must inspect this fence before any construction activities commence.
b. No excavation, storage of materials, storage of construction equipment, construction backfill, foot or vehicular traffic shall be allowed within the drip line.

Section 13: Soil Subsidence and Rock Fall Hazards
The Applicant shall submit geotechnical and soil stability reports performed by a qualified, licensed engineer demonstrating the land is suitable to handle the proposed development. The Applicant shall also submit a report from a qualified, licensed engineer demonstrating that rock fall from the slope above the proposed development will be sufficiently mitigated to prevent rock fall hazards. This report shall be submitted for review by the Community Development Department prior to the issuance of full structural building permits.

Section 14: Fire Mitigation
The Applicant shall install a fire sprinkler system that meets the requirements of the Aspen Fire Marshal in any residential unit that is 5,000 square feet or more. Use of charcoal grills shall be prohibited in this development because of fire danger concerns. This prohibition shall be included in the Subdivision Exemption Agreement for the development.

Section 15: Aspen Consolidated Sanitation District Requirements
The Applicant shall comply with the Aspen Consolidated Sanitation District's rules and regulations. No clear water connections (roof, foundation, perimeter drains) to ACSD lines shall be allowed.

Section 16: Impact, Park Development, and School Land Dedication Fees
Park Development Impact Fees shall be assessed on each residential unit constructed on Lots 1 and 2 at the time of building permit issuance. The park development impact fees shall be calculated by the City Zoning Officer at the time of building permit issuance using the fee schedule in place at said time.

School Land Dedication Fees shall be assessed on the proposal pursuant to Land Use Code Section 26.630, *School Lands Dedication,* and a proportionate amount of all applicable impact fees shall be due at the time of building permit issuance for each residence within the lot split.

Other Impact Fees, as applicable, shall be due at the time of building permit application submittal.

Section 17: Exterior Lighting
All exterior lighting shall meet the City's Lighting Code Requirements pursuant to Land Use Code Section 26.575.150, *Outdoor Lighting.*

Section 18: Previous Approvals
Upon recordation of the subdivision exemption plat, the previous approvals including PUD, Subdivision and any others associated with the subject property will become

vacated, null and void for good cause found, and the provisions of this approval will be in place.

Section 19: Vested Property Rights
The development approvals granted herein shall constitute a site-specific development plan vested for a period of three (3) years from the date of issuance of a development order.

No later than fourteen (14) days following final approval of all requisite reviews necessary to obtain a development order as set forth in this ordinance, the City Clerk shall cause to be published in a newspaper of general circulation within the jurisdictional boundaries of the City of Aspen, a notice advising the general public of the approval of a site specific development plan and creation of a vested property right pursuant to this Title. Such notice shall be substantially in the following form:

Notice is hereby given to the general public of the approval of a site specific development plan, and the creation of a vested property right, pursuant to the Land Use Code of the City of Aspen and Title 24, Article 68, Colorado Revised Statutes, pertaining to the following described property: Portions of Lots A-I, Block 32, City and Townsite of Aspen, by Ordinance No. 6, Series of 2006, of the Aspen City Council.

Section 20:
All material representations and commitments made by the applicant pursuant to the development proposal approvals as herein awarded, whether in public hearing or documentation presented before the Planning and Zoning Commission or City Council, are hereby incorporated in such plan development approvals and the same shall be complied with as if fully set forth herein, unless amended by an authorized entity.

Section 21:
This ordinance shall not affect any existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the ordinances repealed or amended as herein provided, and the same shall be conducted and concluded under such prior ordinances.

Section 22:
If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

Section 23:
A public hearing on the ordinance shall be held on the 27th day of March, 2006, in the City Council Chambers, Aspen City Hall, Aspen, Colorado, fifteen days prior to which hearing a public notice of the same shall be published in a newspaper of general circulation within the City of Aspen.

INTRODUCED, READ AND ORDERED PUBLISHED as provided by law, by the City Council of the City of Aspen on the 13th day of February, 2006.

Helen Kalin Klanderud, Mayor

ATTEST:

Kathryn S. Koch, City Clerk

FINALLY, adopted, passed and approved this 10th day of April, 2006.

Helen Kalin Klanderud, Mayor

ATTEST:

Kathryn S. Koch, City Clerk

APPROVED AS TO FORM:

John P. Worcester, City Attorney

EXHIBIT
4.C.

SUBDIVISION EXEMPTION AGREEMENT FOR THE BOOMERANG LOT SPLIT

THIS SUBDIVISION EXEMPTION AGREEMENT (this "Agreement") is made this 16 day of June, 2006, between ASPEN FSP-ABR, LLC, a Delaware Limited Liability Company (the "Owner") and THE CITY OF ASPEN, a municipal corporation (the "City").

RECITALS:

WHEREAS, Owner owns that certain real property (the "Property") located on the south side of West Hopkins Avenue between South Fourth Street and South Fifth Street (Parcel Identification Number 2735-124-49-002) in the City of Aspen, County of Pitkin, State of Colorado, described as:

> That part of Lots A, B, and C lying northerly of Line 7-8 of the City and Townsite of Aspen (According to the 1978 Resurvey by the Bureau of Land Management), except the southerly 20 feet thereof and the north 80 feet of Lots D, E, and H the north 80 feet of Lot F, the north 75 feet of Lot G, the north 50 feet of Lot I, Block 32, City and Townsite of Aspen, and as modified by the addition of the north 85 feet of Lots D and E, and the north 80 feet of Lot G, Block 32, City and Townsite of Aspen through quit claim deed executed on August 14, 2000, and recorded with the office of the Pitkin County Clerk and Recorder as Reception Number 446337; and,

WHEREAS, Owner applied to the City of Aspen for approval of: a rezoning from R-15/LP/PUD (Moderate Density Residential with Planned Unit Development and Lodge Preservation Overlays) to R-6 (Medium-Density Residential); a subdivision exemption for a lot split to create Lot 1 of the Boomerang Lot Split with an area of approximately 7,500 square feet and Lot 2 of the Boomerang Lot Split with an area of approximately 12,237 square feet; and, associated growth management approvals (collectively, the "Project"); and,

WHEREAS, on January 24, 2006, the City of Aspen Planning and Zoning Commission ("P&Z") approved Resolution Number 3, Series of 2006 (the "Resolution") recommending that City Council rezone the vacant "Boomerang Parcel" to the R-6 (Medium-Density Residential) zone district and approve a lot split, creating Lots 1 and 2 of the Boomerang Lot Split, City of Aspen, Pitkin County, Colorado; and,

WHEREAS, on April 10, 2006, the City Council of the City of Aspen granted approval of a rezoning to R-6 and subdivision exemption for a lot split on the Property pursuant to the procedures and standards set forth in Title 26 of the Aspen Municipal Code; and,

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WHEREAS, the approval of the Project was conditioned upon Owner complying with certain requirements outlined in Ordinance No. 6, Series of 2006 (the "Ordinance"), including entering into a Subdivision Exemption Agreement for the Property; and,

WHEREAS, Owner has submitted to the City, for approval, execution and recordation, a plat for the Property (the "Plat") and the City agrees to approve, execute and record the Plat (Owner shall pay all applicable recordation fees) on the agreement of the Owner to the matters described herein; and,

WHEREAS, the City has imposed conditions and requirements in connection with its approval, execution, and acceptance of the Plat, which matters are necessary to protect, promote and enhance the public health, safety and welfare, and the Owner is prepared to enter into a Subdivision Exemption Agreement incorporating such conditions and requirements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and the approval, execution, and acceptance of the Plat for recordation by the City, it is agreed as follows:

1. **Acceptance of Plat.** Upon execution of this Agreement by all parties hereto, and upon approval of the final plat by the City Engineer and the Community Development Director, the City agrees to approve and execute the final plat for lot split subdivision exemption submitted herewith, which conforms to the requirements of Chapter 26.480 and all other applicable requirements of the Aspen Land Use Code. Said Plat and this Agreement shall be recorded (Owner pays all applicable recordation fees) in the Office of the Pitkin County Clerk and Recorder within 180 days of April 10, 2006 (the day the Ordinance was approved).

2. **Plat Requirements.** At a minimum, the Plat shall:

a. Meet the requirements of Section 26.480 of the Aspen Municipal Code;
b. Clearly label the lot line separating Lot 1 from Lot 2, the housing type and density per lot, and show all easements of record.
c. Provide a four (4) foot wide public trail easement to the City of Aspen along the west and southwest property line of Lot 2. A slightly wider easement shall be granted at the southwest corner of Lot 2 to allow for a moderate turning radius on the trail. The exact location of this easement shall be approved by the Parks Department prior to recordation of the Plat. The Plat may also include a note indicating that the area contained within the trail easement shall not be excluded from the land area used in calculation of Lot Area and, as such, shall not affect allowable FAR, density, setback requirements, or other dimensional requirements.
d. Contain a plat note stating that, no further subdivision of the subject properties may be granted nor will additional units be built without receipt of applicable approvals pursuant to the provisions of the Land Use Code in effect at the time of application.

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e. Contain a plat note stating that all new development on the subject lots will conform to the dimensional requirements of the R-6 zone district, as may be amended from time to time. Notwithstanding the foregoing, an applicant for new development on the subject lots has the rights afforded under the Land Use Code to request variances from the dimensional requirements of the zone district from an entity with the authority to hear and decide upon such requests.

3. **Lot 1.** Owner hereby agrees and acknowledges that development of Lot 1 remains subject to the terms, provisions, and conditions of approval enumerated in the Ordinance, to wit:

a. Lot 1 shall have an area of approximately 7,500 square feet and its development is limited to one (1) single-family residence;
b. Development on Lot 1 shall be subject to the use and dimensional requirements of the Medium-Density Residential (R-6) Zone District, as may be amended from time to time. Notwithstanding the foregoing, an applicant for new development on Lot 1 has the rights afforded under the Land Use Code to request variances from the dimensional requirements of the zone district from an entity with the authority to hear and decide upon such requests;
c. The residential dwelling unit to be constructed on Lot 1 shall comply with the City of Aspen Residential Design Standards in place at the time of building permit, unless any variance(s) is duly obtained;
d. Vehicular access to Lot 1 shall be taken from the South Fourth Street stub located directly to the east of the property. There shall not be any vegetation taller than thirty (30) inches from existing grade planted within the area fifteen (15) feet south or north of the driveway, at the property line or in the public right-of-way, in order to maintain a sufficient view corridor for trail users to see vehicles crossing the trail. Owner shall also relocate the existing Midland Trail sign to the south side of the driveway and attach a new sign on the backside of the relocated Midland Trail sign to indicate to trail users the presence of the driveway's crossing of the trail; and,
e. Administrative growth management approval for development of Lot 1 shall require provision of affordable housing mitigation by development on Lot 2 of one (1) "for sale" Accessory Dwelling Unit (ADU) or Carriage House (CH) unit containing between seven-hundred fifty (750) and one-thousand two-hundred (1,200) square feet of net livable area. Pursuant to Section 26.470.040(B)(1), *Administrative Growth Management Review: Detached single-family or duplex dwelling units*, of the Aspen Land Use Code, as may be amended from time to time, the mitigation described herein shall be acceptable for the single-family residence to be constructed on Lot 1 of the lot split.

4. **Lot 2.** Owner hereby agrees and acknowledges that development of Lot 2 remains subject to the terms, provisions, and conditions of approval enumerated in the Ordinance, to wit:

a. Lot 2 shall have an area of approximately 12,237 square feet and its development is limited to two (2) detached free-market residences (these units shall not be

developed in duplex configuration), plus two (2) ADU/CH units attached to one-another (these units shall be developed in a duplex configuration);

b. Development on Lot 2 shall be subject to the use and dimensional requirements of the Medium-Density Residential (R-6) Zone District, as may be amended from time to time. Notwithstanding the foregoing, an applicant for new development on Lot 2 has the rights afforded under the Land Use Code to request variances from the dimensional requirements of the zone district from an entity with the authority to hear and decide upon such requests;
c. The residential dwelling units to be constructed on Lot 2 shall comply with the City of Aspen Residential Design Standards in place at the time of building permit, unless any variance(s) is duly obtained. In addition, the ADU/CH units on Lot 2 shall each contain between seven-hundred fifty (750) and one-thousand two-hundred (1,200) square feet of net livable area. The ADU/CH units on Lot 2 shall comply with the ADU Design Standards contained in Section 26.520.050 of the Code, unless any variance(s) is duly obtained;
d. Vehicular access to Lot 2 shall be taken from West Hopkins Avenue via a single curb cut. The residential units on Lot 2 shall share a single driveway and the curb cut shall be designed and constructed such that it will not result in any net loss of on-street parking in the W. Hopkins Avenue Right-of-Way (it may be necessary to reconstruct and realign a portion of the existing sidewalk/trail to ensure no net loss of on-street parking). The driveway access shall meet the City Engineering Department's standards for drive ramps. The radii of the curb cut and returns shall be the minimum that functions for the purpose of a driveway; Owner shall gain approval from the Community Development Engineer to determine the appropriate radii sizing; and
e. One of the two ADU/CH units on Lot 2 provides mitigation for the development of Lot 1, as described in paragraph 3.e., above. With regard to mitigation for the development of Lot 2, administrative growth management approval shall require development on Lot 2 of one (1) additional "for sale" ADU/CH unit containing between seven-hundred fifty (750) and one-thousand two-hundred (1,200) square feet of net livable area. Pursuant to Section 26.470.040(B)(1), *Administrative Growth Management Review: Detached single-family or duplex dwelling units*, of the Aspen Land Use Code, as may be amended from time to time, the mitigation described herein shall be acceptable for the two (2) detached, free market single-family residences to be constructed on Lot 2 of the lot split.

5. Unit Configurations. Lot 1 shall be developed with a detached-single-family dwelling unit, with or without permitted accessory structures. The free market residences on Lot 2 shall be developed as two (2) detached single-family residences, with or without permitted accessory structures. The two (2) ADU/CH units on Lot 2 shall be developed in a duplex configuration, attached either side-by-side, over-under, or a combination of these.

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6. **Floor Area Calculation.** Allowable Floor Area in the Project is dictated by the R-6 zone district regulations and Section 26.575.020(A), *Calculations and Measurements*, of the Code, both as may be amended from time to time.

a. As a 7,500 square foot lot in the R-6 Zone District, development of a detached single-family residence on Lot 1 is permitted up to 3,450 square feet of Floor Area, as such is calculated and measured pursuant to Section 26.575.020(A) of the Code, as may be amended from time to time. Since the "for sale" ADU/CH unit mitigating the Lot 1 development will not be located on the same parcel, Lot 1 is not entitled to a floor area bonus pursuant to Section 26.575.020(A)(7) of the Code. By contrast, since the "for sale" ADU/CH unit mitigating the Lot 1 development will be detached from the primary residence but located on Lot 2, it shall be excluded from the calculation of Floor Area, up to a maximum of 1,200 square feet.

b. As a 12,237 square foot lot in the R-6 Zone District, development of two (2) detached, free-market residences on Lot 2 is permitted up to 4,274 square feet of Floor Area, as such is calculated and measured pursuant to Section 26.575.020(A) of the Code, as may be amended from time to time. Since the "for sale" ADU/CH unit mitigating the Lot 2 development will be detached from the primary residence and located on the same parcel as the units it is mitigating: 1) it shall be excluded from the calculation of Floor Area, up to a maximum of 1,200 square feet, and 2) the free-market residential development on Lot 2 shall be entitled to an "Affordable Housing Floor Area Bonus" pursuant to Section 26.575.020(A)(7) of the Code. Accordingly, the 4,274 square feet of allowable Floor Area on Lot 2 shall be increased by an amount equal to fifty (50) percent of the Floor Area of the ADU/CH unit mitigating the Lot 2 development, up to a maximum bonus of six-hundred (600) square feet.

7. **Affordable Housing.** Deed restrictions for the ADU/CH units developed on Lot 2 shall be in accordance with the provisions of Section 26.520.070, *Deed Restrictions and Enforcement*, of the Code, at the time of building permit issuance.

8. **Building Permit Application.** In addition to such requirements enumerated elsewhere herein and otherwise required by the City of Aspen Building Department, the building permit application for each of the residential units shall include the following:

a. A copy of the final Ordinance and P&Z Resolution;
b. The conditions of approval, as contained in the Ordinance, printed on the cover page of the building permit set;
c. A completed tap permit for service with the Aspen Consolidated Sanitation District;
d. A tree removal permit as required by the City Parks Department and any approval from the Parks Department Director for off-site replacement or mitigation of any removed trees. The tree removal permit application shall be accompanied by a detailed landscape plan indicating which trees are to be removed and new plantings proposed on the site. Additionally, a right-of-way landscaping plan

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shall be provided as part of the building permit application identifying that any trees removed from the right-of-way will have to be relocated. Any disruption or damage to the right-of-way irrigation system during construction shall also be repaired to the satisfaction of the Parks Department;

e. A drainage plan, including an erosion control plan, prepared by a Colorado licensed Civil Engineer, which maintains sediment and debris on-site during and after construction. If a ground recharge system is required, a soil percolation report will be required to correctly size the facility. A 5-year storm frequency should be used in designing any drainage improvements;
f. A construction management plan pursuant to the requirements of the Community Development Department. The construction management plan shall include a plan for protecting the Midland and W. Hopkins Avenue Trails during construction. This plan shall be reviewed and approved by the Parks Department prior to building permit issuance; and
g. A fugitive dust control plan to be reviewed and approved by the City Engineering Department.

9. Curb and Gutter. Owner shall construct curb and gutter along the West Hopkins Avenue frontage of the Property prior to issuance of a certificate of occupancy for any of the units in the project. The timing of this installation may be changed if approved by the City Engineer. If the W. Hopkins Pedestrian Trail is altered during construction, the Applicant shall repair the trail to the condition it was in prior to construction. See also paragraph 4.d., above.

10. Subdivision. No further subdivision of the Property may occur without receipt of applicable and required approvals pursuant to Chapter 26.480 of the Aspen Land Use Code (hereinafter "Code") and growth management allocation pursuant to Chapter 26.470 of the Code, unless the Code is amended in a manner that otherwise allows for further subdivision.

11. Landscaping. Owner shall install a tree root barrier on the trees that are to be planted within ten (10) feet of the W. Hopkins trail to prevent future root damage and trail upheaval. The Applicant shall also install tree saving construction fences around the drip line of any trees to be saved subject to the following provisions:

a. The City Forester or his/her designee must inspect this fence before any construction activities commence.
b. No excavation, storage of materials, storage of construction equipment, construction backfill, foot or vehicular traffic shall be allowed within the drip line.

12. Environmental Hazards. Owner shall submit geotechnical and soil stability reports performed by a qualified, licensed engineer demonstrating the land is suitable to handle the proposed development. Owner shall also submit a report from a qualified, licensed engineer demonstrating that rock fall from the slope above the development will be sufficiently mitigated to prevent rock fall hazards. This report shall

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be submitted for review by the Community Development Department prior to the issuance of full structural building permits.

13. **Fire Protection.** Owner shall install a fire sprinkler system that meets the requirements of the Aspen Fire Marshal in any residential unit that is 5,000 square feet or more. Use of charcoal grills shall be prohibited in this development because of fire danger concerns.

14. **Sewer Service.** Owner shall comply with the Aspen Consolidated Sanitation District's rules and regulations. No clear water connections (roof, foundation, perimeter drains) to ACSD lines shall be allowed.

15. **Impact Fees.** Park Development Impact Fees shall be assessed on each residential unit constructed on Lots 1 and 2 at the time of building permit issuance. The park development impact fees shall be calculated by the City Zoning Officer at the time of building permit issuance using the fee schedule in place at said time. In addition, School Land Dedication Fees shall be assessed on the proposal pursuant to Land Use Code Section 26.630, *School Lands Dedication,* and a proportionate amount of all applicable impact fees shall be due at the time of building permit issuance for each residence.

16. **Exterior Lighting.** All exterior lighting shall meet the City's Lighting Code Requirements pursuant to Land Use Code Section 26.575.150, *Outdoor Lighting.*

17. **Dogs.** There shall be no prohibition against any property owner, including owners of the affordable housing units, from owning/keeping a dog.

18. **Colorado Common Interest Ownership Act (CCIOA).** As soon as construction on Lot 2 practically allows, Owner anticipates submitting the Lot 2 development to a plan for condominiumization created pursuant to the Colorado Common Interest Ownership Act (CCIOA) in order to facilitate the separate conveyance of ownership in the two free market units and the two employee housing units. The City agrees to process for approval and for recordation a condominium map prepared in accordance with the Code and CCIOA. As the Owner will have provided affordable housing pursuant to the Code, the Project is exempt from paying an Affordable Housing Impact fee. This provision is not in conflict with those provisions of the Ordinance or of this Agreement restricting the property from further subdivision.

19. **Previous Approvals Null and Void.** Upon recordation of the Plat and this Agreement, the previous approvals including PUD, Subdivision and any others associated with the Property become vacated, null and void for good cause found, and the provisions of Ordinance No. 6 (Series of 2006) will be in place.

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20. Vested Property Rights. The approved Ordinance, Plat and this Agreement, collectively, constitute a site-specific development plan vested for a period of three (3) years from the date of development order issuance.

21. Financial Security for Public Improvements. In order to secure the performance of the construction and installation of improvements in the public right-of-way, including landscaping, the Owner shall provide the City with a financial security for the proposed improvements. The financial security shall take the form of a letter of credit, cash or other guarantees in a form satisfactory to the City Attorney and shall be submitted to the City prior to the initiation of construction or the issuance of any building permits. Pursuant to this Agreement, the Owner shall provide a detailed cost estimate of the improvements for approval by the City. The amount of the required financial security shall be 110% of the estimated cost of the improvements. The guarantee documents shall give the City the unconditional right, upon clear and unequivocal default by the Owner in its obligations to complete the public improvements, to withdraw funds against such security sufficient to complete and pay for installation for such public improvements, or to withdraw funds against such security sufficient to complete and pay for installation for such public improvements. If the improvements have not been completed to the satisfaction of the City within one year of the cost estimate, the City may require the Owner to adjust the amount of the financial security for local increases in construction costs.

As portions of the improvements are completed, the City shall inspect them, and upon approval and acceptance, shall authorize the release of the agreed estimated costs for that portion of the improvements, except that ten percent (10%) of the estimated costs of the improvements shall be withheld for the benefit of the City until (i) all of the improvements have been inspected and accepted by the City, (ii) a two-year maintenance bond has been provided by the Contractor, and (iii) as-builts have been provided (if required).

Separate financial securities and maintenance bonds are required for civil R.O.W. improvements (i.e. pipelines, sidewalks, and curbs) and landscaping R.O.W. improvements.

22. Material Representations. All material representations made by the Owner on record, whether in public hearings or in documentation presented before City Council or the P&Z, shall be binding upon the Owner.

23. Enforcement. In the event the City determines that the Owner is not in substantial compliance with the terms of this Agreement or of the Final Plat, the City may serve a notice of noncompliance and request that the deficiencies be corrected within a period of forty-five (45) days. In the event the Owner believes that s/he is in compliance or that the noncompliance is insubstantial, the Owner may request a hearing before the City Council to determine whether the alleged noncompliance exists or where any amendment, variance, or extension of time to comply should be granted. On request, the

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City shall conduct a hearing according to its standard procedures and take such action as it deems appropriate. The City shall be entitled to all remedies at equity and at law to enjoin, correct and/or receive damages for any noncompliance with this Agreement.

23. Notices. Notices to the parties shall be sent in writing by U.S. certified mail, return receipt requested, postage prepaid, Such notices shall be deemed received, if not sooner received, three (3) days after the date of the mailing of the same.

To the Owner:
Aspen FSP-ABR, LLC
c/o Len Mongeon
Fountain Square Properties, LLC
11921 Freedom Drive, Suite 950
Reston, VA 20190

To the City:
City Attorney
City of Aspen
130 South Galena Street
Aspen, CO 81611

24. Binding Effect. The provisions of this Agreement shall run with and constitute a burden on the land and shall be binding upon and inure to the benefit of the Owners, their successors and assigns, and to the City and its successors and assigns.

25. Amendment. This Agreement may be altered or amended only by written instrument executed by all parties hereto, with the same formality as this Agreement was executed.

26. Severability. If any provision of this Agreement is determined to be invalid, such invalidity shall not affect the remaining provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Subdivision Exemption Agreement the day and year first written above.

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OWNER:
ASPEN FSP-ABR, LLC, a Delaware limited liability company

By: BROWN REALTY MANAGER, INC.,
a Delaware corporation, its Manager

By: _____
Name: THOMAS BURTON
Title: VICE PRESIDENT

By: FOUNTAIN SQUARE PROPERTIES, LLC,
a Virginia limited liability company, its Manager

By: _____
Name: DAVID FAEDER
Title: Manager

STATE OF MARYLAND)
) ss.
COUNTY OF BALTIMORE)

The foregoing was sworn and subscribed to before me this 14th day of JUNE, 2006, by THOMAS BURTON, in his capacity as VICE PRESIDENT for Brown Realty Manager, Inc.

Witness my hand and official seal.
My commission expires 12-3-2006.

_____
Notary Public

DONALD BRENNEMAN NOTARY PUBLIC BALTIMORE CO.

STATE OF VIRGINIA)
) ss.
COUNTY OF Fairfax)

The foregoing was sworn and subscribed to before me this 14th day of June, 2006, by David W. Faeder, in his capacity as Manager of Fountain Square Properties, LLC.

Witness my hand and official seal.
My commission expires 1/31/08.

_____
Notary Public

PATRICIA L. KENNELLY NOTARY PUBLIC COMMONWEALTH OF VIRGINIA

525369
Page: 11 of 11
06/16/2006 04:23
JANICE K VOS CAUDILL PITKIN COUNTY CO R 56.00 D 0.00

APPROVED:

John Worcester, City Attorney

THE CITY OF ASPEN, COLORADO
a municipal corporation

By: _____
Helen Kalin Klanderud, Mayor

ATTEST:

By: Kathleen Strickland
Kathryn Koch, City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF PITKIN)

The foregoing was sworn and subscribed to before me this 16th day of June, 2006, by Helen Kalin Klanderud and ~~Kathryn Koch~~ Kathleen Strickland, as Mayor and City Clerk, respectively, of the City of Aspen, a Municipal Corporation.

Witness my hand and official seal.
My commission expires 04/17/2007

Jackie Lothian
Notary Public

C:My Documents\City Applications\Boomerang\B-rang Stunda\B-rang Stunda SEA

NOTARY PUBLIC
JACKIE LOTHIAN
STATE OF COLORADO

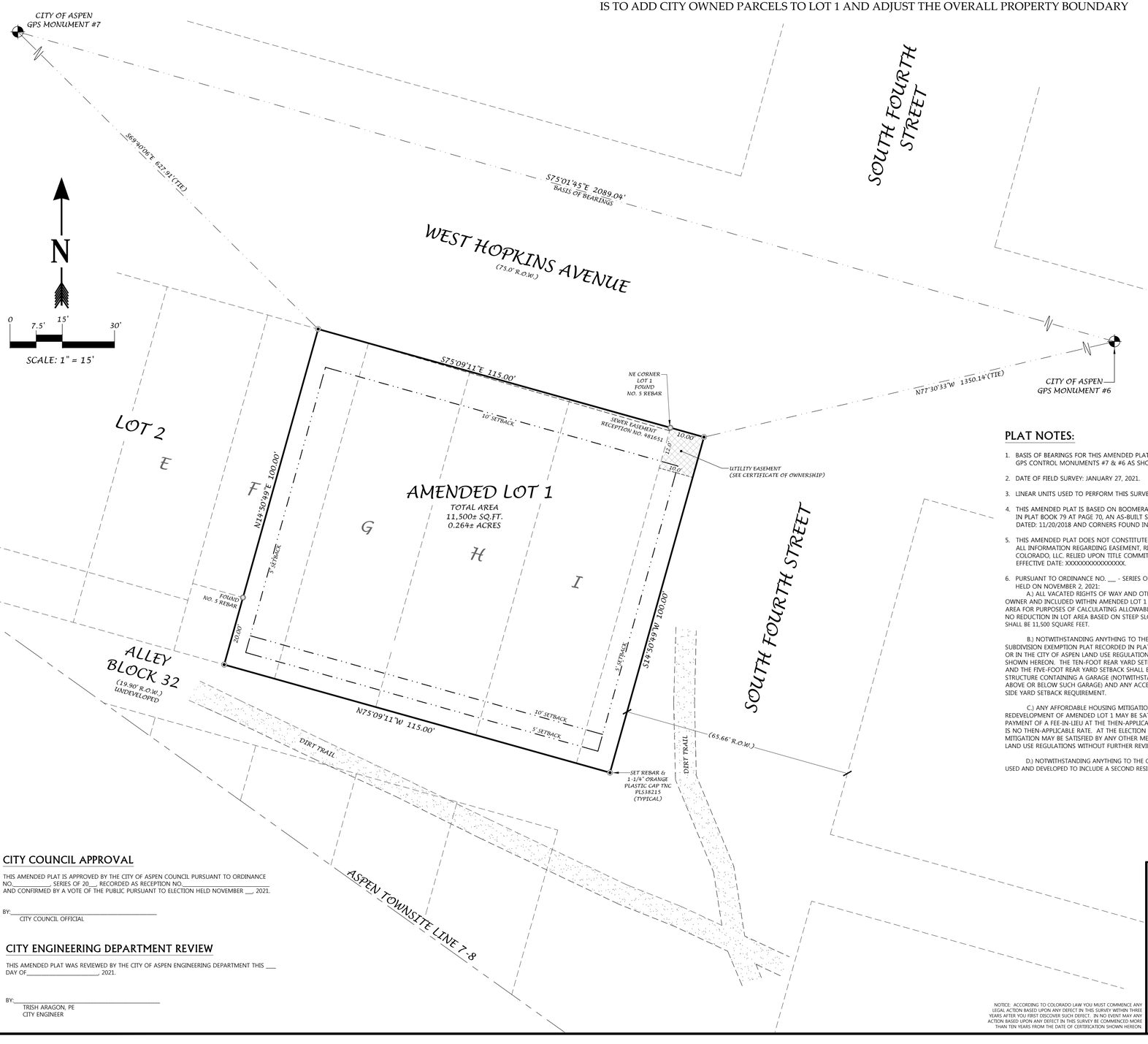
EXHIBIT 5

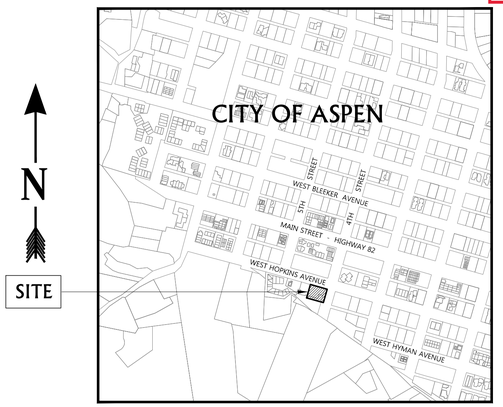
AMENDED PLAT

LOT 1 - BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION

SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PM
CITY OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO

PURPOSE STATEMENT: THE PURPOSE OF THIS AMENDED PLAT OF LOT 1 BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION IS TO ADD CITY OWNED PARCELS TO LOT 1 AND ADJUST THE OVERALL PROPERTY BOUNDARY





VICINITY MAP
SCALE: 1" = 500'

CERTIFICATE OF OWNERSHIP

THE UNDERSIGNED, R D OLSON INVESTMENTS II, LLC AS OWNER OF AMENDED LOT 1, AS SHOWN HEREON, AND DESCRIBED AS THE EASTERN ONE-HALF OF LOT F, AND LOTS G, H & I, BLOCK 32, CITY AND TOWNSITE OF ASPEN, TOGETHER WITH THE WESTERN 10 FEET OF SOUTH FOURTH STREET IMMEDIATELY ADJACENT TO SUCH LOT I, BLOCK 32, CITY AND TOWNSITE OF ASPEN DOES HEREBY COMBINE SUCH PROPERTY INTO AMENDED LOT 1, BOOMERANG LOT SPLIT SUBDIVISION."

CONTAINING 0.172 ACRES, MORE OR LESS, DOES HEREBY ACKNOWLEDGE THIS AMENDED PLAT; AND DOES HEREBY DEDICATE TO THE PUBLIC UTILITY SERVICE PROVIDERS THE UTILITY EASEMENT SHOWN HEREON FOR INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF UNDERGROUND UTILITY SERVICES, DRAINAGE IMPROVEMENTS AND AN ABOVE-GROUND FIRE HYDRANT, AND FOR ACCESS TO THE SAME.

R D OLSON INVESTMENTS II LLC
520 NEWPORT CENTER DR #600
NEWPORT BEACH, CA 92660

BY:_____
MANAGER

STATE OF COLORADO)
) SS
COUNTY OF PITKIN)

THE FOREGOING AMENDED PLAT WAS EXECUTED AND ACKNOWLEDGED BEFORE ME ON _____, 2021 BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

PLAT NOTES:

1. BASIS OF BEARINGS FOR THIS AMENDED PLAT IS A BEARING OF S75°01'45"E BETWEEN CITY OF ASPEN GPS CONTROL MONUMENTS #7 & #6 AS SHOWN HEREON.
2. DATE OF FIELD SURVEY: JANUARY 27, 2021.
3. LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
4. THIS AMENDED PLAT IS BASED ON BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION PLAT RECORDED IN PLAT BOOK 79 AT PAGE 70, AN AS-BUILT SURVEY PREPARED BY TUTTLE SURVEYING SERVICES DATED: 11/20/2018 AND CORNERS FOUND IN PLACE AS SHOWN HEREON.
5. THIS AMENDED PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY TRUE NORTH COLORADO, LLC FOR ALL INFORMATION REGARDING EASEMENT, RIGHTS-OF-WAY AND/OR TITLE OF RECORD, TRUE NORTH COLORADO, LLC. RELIED UPON TITLE COMMITMENT NO. XXXXXXXXXXX ISSUED BY XXXXXXXXXXXX, EFFECTIVE DATE: XXXXXXXXXXXXXX.
6. PURSUANT TO ORDINANCE NO. __ - SERIES OF 2021, AND AS CONFIRMED BY VOTE OF THE PUBLIC HELD ON NOVEMBER 2, 2021:

A.) ALL VACATED RIGHTS OF WAY AND OTHER LANDS TRANSFERRED BY THE CITY OF ASPEN TO THE OWNER AND INCLUDED WITHIN AMENDED LOT 1 AS SHOWN HEREON SHALL BE INCLUDED IN THE LOT AREA FOR PURPOSES OF CALCULATING ALLOWABLE FLOOR AREA ON THE PROPERTY AND THERE SHALL BE NO REDUCTION IN LOT AREA BASED ON STEEP SLOPES. AS SUCH, THE NET LOT AREA FOR AMENDED LOT 1 SHALL BE 11,500 SQUARE FEET.

B.) NOTWITHSTANDING ANYTHING TO THE CONTRARY ON THE BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION PLAT RECORDED IN PLAT BOOK 79 AT PAGE 70 OF THE PITKIN COUNTY RECORDS OR IN THE CITY OF ASPEN LAND USE REGULATIONS, THE SETBACKS FOR AMENDED LOT 1 SHALL BE AS SHOWN HEREON. THE TEN-FOOT REAR YARD SETBACK SHALL BE APPLICABLE TO PRINCIPAL STRUCTURES AND THE FIVE-FOOT REAR YARD SETBACK SHALL BE APPLICABLE TO ANY PORTION OF A PRINCIPAL STRUCTURE CONTAINING A GARAGE (NOTWITHSTANDING THE FACT LIVING FACILITIES MAY BE BUILT ABOVE OR BELOW SUCH GARAGE) AND ANY ACCESSORY STRUCTURES. THERE SHALL BE NO COMBINED SIDE YARD SETBACK REQUIREMENT.

C.) ANY AFFORDABLE HOUSING MITIGATION ASSOCIATED WITH THE DEVELOPMENT OR REDEVELOPMENT OF AMENDED LOT 1 MAY BE SATISFIED WITHOUT ANY FURTHER PROCESS OR REVIEW BY PAYMENT OF A FEE-IN-LIEU AT THE THEN-APPLICABLE RATE OR THE THEN-LAST-APPLICABLE RATE IF THERE IS NO THEN-APPLICABLE RATE. AT THE ELECTION OF THE OWNER, ANY SUCH AFFORDABLE HOUSING MITIGATION MAY BE SATISFIED BY ANY OTHER METHOD THAT IS THEN ALLOWED IN THE CITY OF ASPEN LAND USE REGULATIONS WITHOUT FURTHER REVIEW.

D.) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN PRIOR APPROVALS, AMENDED LOT 1 MAY BE USED AND DEVELOPED TO INCLUDE A SECOND RESIDENTIAL DWELLING.

COMMUNITY DEVELOPMENT DIRECTOR APPROVAL

THIS AMENDED PLAT IS APPROVED BY THE CITY OF ASPEN COMMUNITY DEVELOPMENT DIRECTOR THIS _____ DAY OF_____, 2021.

BY:_____
PHILLIP SUPINO - DIRECTOR
COMMUNITY DEVELOPMENT

CLERK & RECORDER CERTIFICATE

THIS AMENDED PLAT OF LOT 1, BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION HAS BEEN ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF PITKIN COUNTY, COLORADO ON THIS _____ DAY OF _____, 2021, IN PLAT BOOK _____ AT PAGE _____ AS RECEPTION NO. _____.

_____
CLERK & RECORDER

BY: _____
DEPUTY

SURVEYOR'S CERTIFICATION

I, RODNEY P. KISER, A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE PREPARED THE AMENDED PLAT OF LOT 1, BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION, THAT THAT LOCATION OF THE OUTSIDE BOUNDARY AND OTHER FEATURES ARE ACCURATELY AND CORRECTLY SHOWN HEREON, THAT THE SAME ARE BASED ON A FIELD SURVEY PERFORMED JANUARY 27, 2021 UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE AND THAT THE PLATTED SITE CONFORMS TO THOSE STAKED ON THE GROUND.

IN WITNESS THEREOF, I HAVE SET MY HAND AND SEAL THIS _____ DAY OF _____, 2021.

_____
RODNEY P. KISER
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38215

CITY COUNCIL APPROVAL

THIS AMENDED PLAT IS APPROVED BY THE CITY OF ASPEN COUNCIL PURSUANT TO ORDINANCE NO._____, SERIES OF 20__, RECORDED AS RECEPTION NO._____ AND CONFIRMED BY A VOTE OF THE PUBLIC PURSUANT TO ELECTION HELD NOVEMBER __, 2021.

BY:_____
CITY COUNCIL OFFICIAL

CITY ENGINEERING DEPARTMENT REVIEW

THIS AMENDED PLAT WAS REVIEWED BY THE CITY OF ASPEN ENGINEERING DEPARTMENT THIS ___ DAY OF_____, 2021.

BY:_____
TRISH ARAGON, PE
CITY ENGINEER

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 CERTIFICATION SHOWN HEREON.

TRUE NORTH COLORADO
A LAND SURVEYING AND MAPPING COMPANY

R.D. OLSON INVESTMENTS II
AMENDED PLAT - LOT 1 BOOMERANG
501 W. HOPKINS AVENUE - ASPEN
COUNTY OF PITKIN - STATE OF COLORADO

FOR PRELIMINARY REVIEW

TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 386 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2021-100	DRAWN	SHEET
	RPK	1 OF 1
DATE: May 12, 2021	SURVEYED	
	DJB-GBL	

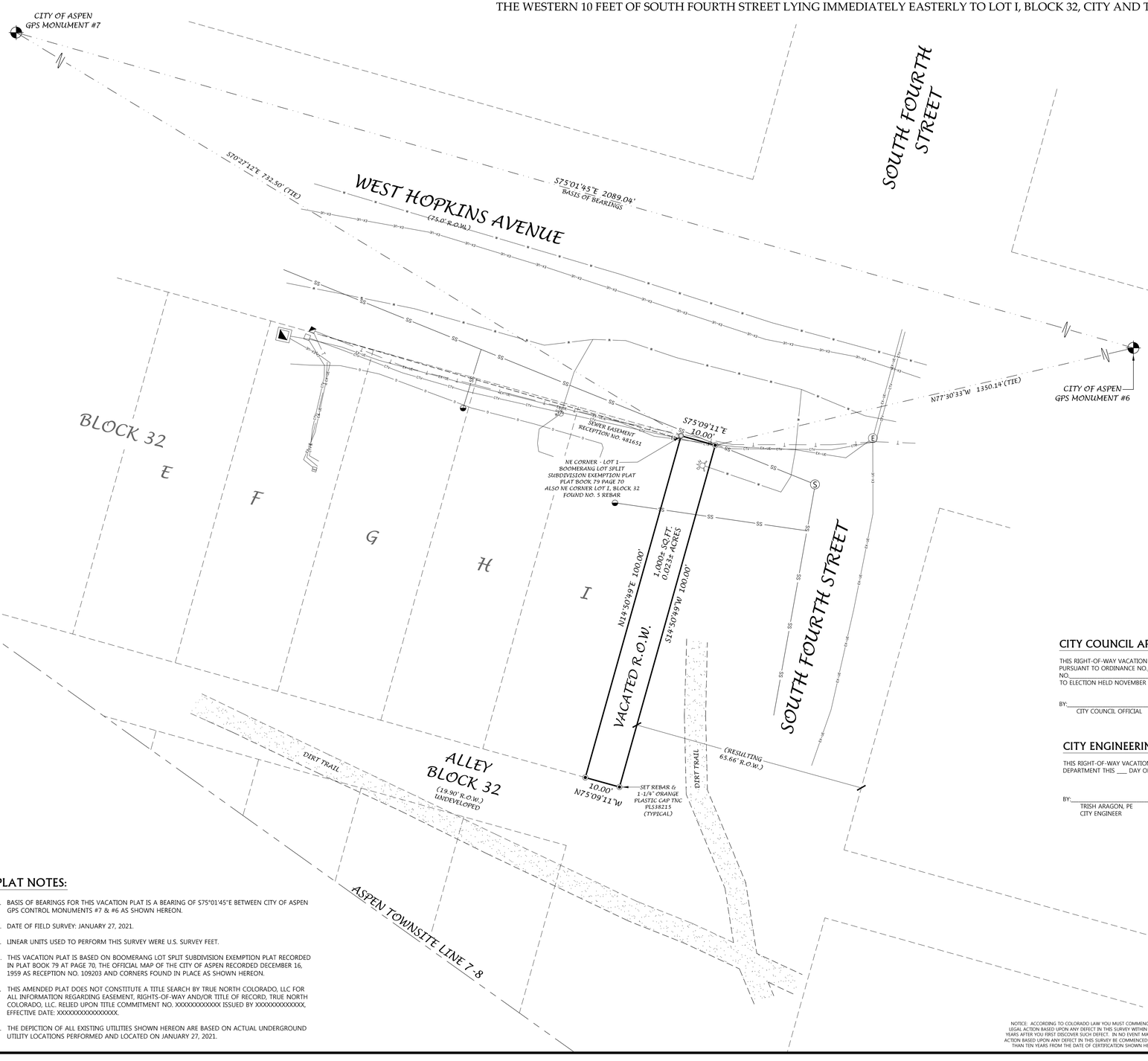
EXHIBIT 6

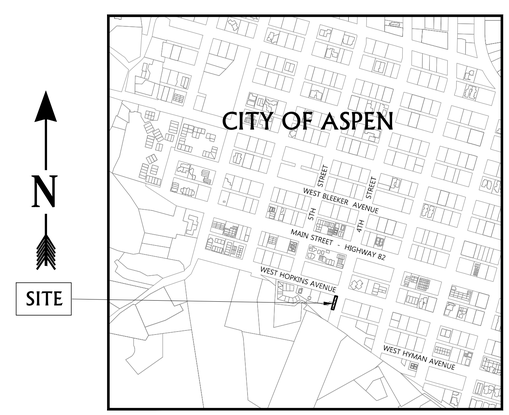
RIGHT-OF-WAY VACATION PLAT

SOUTH FOURTH STREET

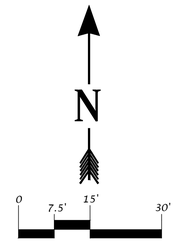
SECTION 10, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH P.M.
CITY OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO

PURPOSE STATEMENT: THE PURPOSE OF THIS RIGHT-OF-WAY VACATION PLAT IS TO VACATE
THE WESTERN 10 FEET OF SOUTH FOURTH STREET LYING IMMEDIATELY EASTERLY TO LOT I, BLOCK 32, CITY AND TOWNSITE OF ASPEN





VICINITY MAP
SCALE: 1" = 500'



SCALE: 1" = 15'

W — W — W — WATER LINE
SS — SS — SS — SEWER LINE
T — T — T — TELEPHONE LINE
G — G — G — GAS LINE
EX-UE — EX-UE — ELECTRIC LINE
CTV — CTV — CTV — CATV LINE

CERTIFICATE OF OWNERSHIP

THE UNDERSIGNED, CITY OF ASPEN AS OWNER OF THE WESTERN 10 FEET SOUTH FOURTH STREET LYING IMMEDIATELY ADJACENT TO LOT I, BLOCK 32, CITY AND TOWNSITE OF ASPEN

CONTAINING 0.023 ACRES, MORE OR LESS, DOES HEREBY ACKNOWLEDGE THIS RIGHT-OF-WAY VACATION PLAT.

CITY OF ASPEN
130 S. GALENA STREET
ASPEN, CO 81611

BY:_____
CITY MANAGER

STATE OF COLORADO)
) SS
COUNTY OF PITKIN)

THE FOREGOING RIGHT-OF-WAY VACATION PLAT WAS EXECUTED AND ACKNOWLEDGED BEFORE ME ON _____, 2021
BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

COMMUNITY DEVELOPMENT DIRECTOR APPROVAL

THIS RIGHT-OF-WAY VACATION PLAT IS APPROVED BY THE CITY OF ASPEN COMMUNITY DEVELOPMENT DIRECTOR THIS _____ DAY OF_____, 2021.

BY:_____
PHILLIP SUPINO - DIRECTOR
COMMUNITY DEVELOPMENT

CITY COUNCIL APPROVAL

THIS RIGHT-OF-WAY VACATION PLAT IS APPROVED BY THE CITY OF ASPEN COUNCIL PURSUANT TO ORDINANCE NO._____, SERIES OF 20___, RECORDED AS RECEPTION NO._____ AND CONFIRMED BY A VOTE OF THE PUBLIC PURSUANT TO ELECTION HELD NOVEMBER __, 2021.

BY:_____
CITY COUNCIL OFFICIAL

CITY ENGINEERING DEPARTMENT REVIEW

THIS RIGHT-OF-WAY VACATION PLAT WAS REVIEWED BY THE CITY OF ASPEN ENGINEERING DEPARTMENT THIS ___ DAY OF_____, 2021.

BY:_____
TRISH ARAGON, PE
CITY ENGINEER

CLERK & RECORDER CERTIFICATE

THIS RIGHT-OF-WAY VACATION PLAT HAS BEEN ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF PITKIN COUNTY, COLORADO ON THIS _____ DAY OF _____, 2021, IN PLAT BOOK _____ AT PAGE _____ AS RECEPTION NO. _____.

_____
CLERK & RECORDER

BY: _____
DEPUTY

SURVEYOR'S CERTIFICATION

I, RODNEY P. KISER, A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE PREPARED TTHIS RIGHT-OF-WAY VACATION PLAT, THAT THAT LOCATION OF THE OUTSIDE BOUNDARY AND OTHER FEATURES ARE ACCURATELY AND CORRECTLY SHOWN HEREON, THAT THE SAME ARE BASED ON A FIELD SURVEY PERFORMED JANUARY 27, 2021 UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE AND THAT THE PLATTED SITE CONFORMS TO THOSE STAKED ON THE GROUND. LINEAR ERROR OF CLOSURE IS LESS THAN 1:15,000.

IN WITNESS THEREOF, I HAVE SET MY HAND AND SEAL THIS _____ DAY OF _____, 2021.

_____
RODNEY P. KISER
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38215

PLAT NOTES:

1. BASIS OF BEARINGS FOR THIS VACATION PLAT IS A BEARING OF S75°01'45"E BETWEEN CITY OF ASPEN GPS CONTROL MONUMENTS #7 & #6 AS SHOWN HEREON.
2. DATE OF FIELD SURVEY: JANUARY 27, 2021.
3. LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
4. THIS VACATION PLAT IS BASED ON BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION PLAT RECORDED IN PLAT BOOK 79 AT PAGE 70, THE OFFICIAL MAP OF THE CITY OF ASPEN RECORDED DECEMBER 16, 1959 AS RECEPTION NO. 109203 AND CORNERS FOUND IN PLACE AS SHOWN HEREON.
5. THIS AMENDED PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY TRUE NORTH COLORADO, LLC FOR ALL INFORMATION REGARDING EASEMENT, RIGHTS-OF-WAY AND/OR TITLE OF RECORD, TRUE NORTH COLORADO, LLC, RELIED UPON TITLE COMMITMENT NO. XXXXXXXXXXX ISSUED BY XXXXXXXXXXX, EFFECTIVE DATE: XXXXXXXXXXXXXXX.
6. THE DEPICTION OF ALL EXISTING UTILITIES SHOWN HEREON ARE BASED ON ACTUAL UNDERGROUND UTILITY LOCATIONS PERFORMED AND LOCATED ON JANUARY 27, 2021.

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 CERTIFICATION SHOWN HEREON.

TRUE NORTH
COLORADO
A LAND SURVEYING AND MAPPING COMPANY

R.D. OLSON INVESTMENTS II
RIGHT-OF-WAY VACATION PLAT
SOUTH FOURTH STREET - ASPEN
COUNTY OF PITKIN - STATE OF COLORADO

FOR PRELIMINARY REVIEW

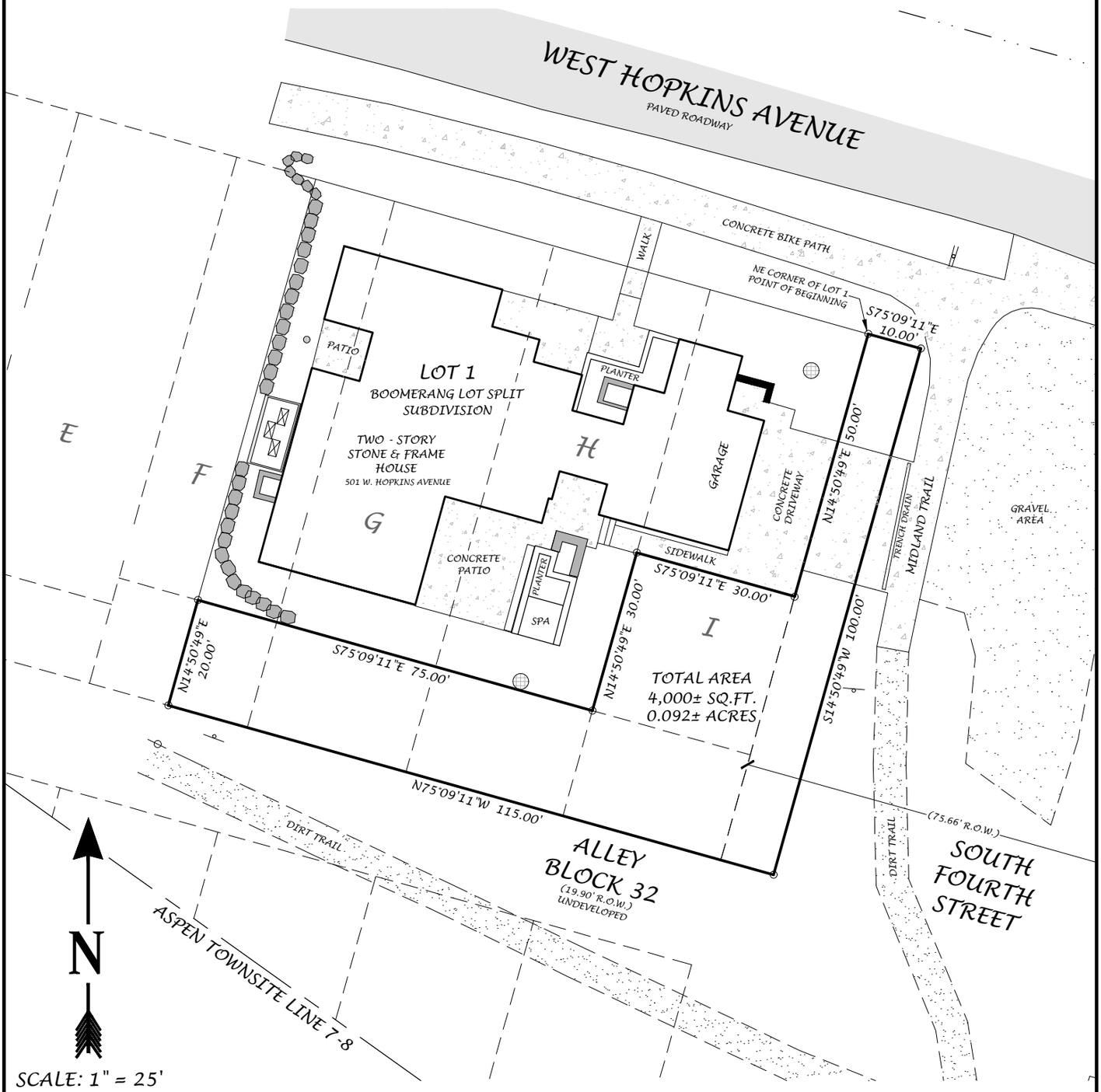
TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 386 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2021-100	DRAWN: RPK	SHEET 1 OF 1
DATE: April 27, 2021	SURVEYED: DJB-GBL	

EXHIBIT 7

ZONING AMENDMENT EXHIBIT

SECTION 10, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH P.M.
CITY & TOWNSITE OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO



SCALE: 1" = 25'

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN BLOCK 32, CITY AND TOWNSITE OF ASPEN AND WITHIN SECTION 10, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION PLAT RECORDED IN PLAT BOOK 79 AT PAGE 70 IN THE PITKIN COUNTY CLERK AND RECORDER'S OFFICE; THENCE S75°09'11"E A DISTANCE OF 10.00 FEET; THENCE S14°50'49"W A DISTANCE OF 100.00 FEET; THENCE N75°09'11"W A DISTANCE OF 115.00 FEET; THENCE N14°50'49"E A DISTANCE OF 20.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S75°09'11"E ALONG THE SOUTH LINE OF LOT 1 A DISTANCE OF 75.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N14°50'49"E ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 30.00 FEET TO AN ANGLE POINT ALONG THE EAST LINE OF SAID LOT 1; THENCE CONTINUING ALONG THE EAST LINE OF SAID LOT 1 S75°09'11"E A DISTANCE OF 30.00 FEET TO AN ANGLE POINT ALONG THE EAST LINE OF SAID LOT 1; THENCE N4°50'49"E ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINS 4,000 SQUARE FEET (0.092 ACRES), MORE OR LESS.

TRUE NORTH
COLORADO
A LAND SURVEYING AND MAPPING COMPANY

R.D. OLSON INVESTMENTS II
501 W. HOPKINS AVENUE - ASPEN
COUNTY OF PITKIN, STATE OF COLORADO

FOR PRELIMINARY REVIEW

TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 386 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2021-100	DRAWN: RPK	SHEET 1 OF -
DATE: April 27, 2021	SURVEYED: DJB-GBL	

EXHIBIT 8

LANDSCAPING AND YARD EASEMENT AGREEMENT

This LANDSCAPING AND YARD EASEMENT AGREEMENT ("Agreement") is made and effective this ___ day of _____, 2021 between R.D Olson Investments II, LLC, a California limited liability company, whose address is 520 Newport Center Drive, Ste. 600, Newport Beach, CA 92660 ("RDOI"), and the CITY OF ASPEN, a body corporate and politic, whose address is 130 South Galena St., Aspen, Colorado 81611 ("City"). Individually, RDOI and the City are each a "Party" and together the "Parties."

RECITALS

A. City is the owner of the property described on Exhibit A, attached hereto and incorporated herein by this reference ("Easement Area").

B. The City has agreed to grant RDOI an easement for the benefit of RDOI on the Easement Area. The purpose of this Agreement is to grant RDOI an easement for the installation, maintenance, repair and replacement of yard and landscaping areas, including, but not limited to, plants, trees, shrubs, bushes, grass, patios and decks, lighting, sitting areas, shade features or improvements, a hot tub, a swimming pool, underground utilities, fencing, retaining walls, planting structures, walls, and other features common to yards and landscaping areas.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. Grant of Easement. City hereby conveys, assigns, transfers and grants to RDOI a perpetual and exclusive easement over and across the Easement Area. The Easement Area shall be used by RDOI for construction, installation, maintenance, repair and replacement of yard and landscaping areas including, but not limited to, plants, trees, shrubs, bushes, grass, patios and decks, lighting, sitting areas, shade features or improvements, a hot tub, a swimming pool, underground utilities, fencing, retaining walls, planting structures, walls, and other structures and features common to yards and landscaping areas. RDOI shall pay all costs for construction, installation, maintenance, repair and replacement of all improvements within the Easement Area. Any utilities shall be underground. RDOI shall keep the Easement Area and all improvements in good repair and condition. RDOI agrees at all times to maintain the Easement Area so its appearance is compatible with the surrounding property. No improvements shall be

installed within the Easement Area without the prior written consent (which may be by email) of the Parks and Recreation Department of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Prior to the installation of any improvements within the Easement Area, RDOI shall provide to the Parks and Recreation Department plans and specifications for any proposed improvements. The failure of the Parks and Recreation Department to respond for a period of thirty (30) days shall be deemed to be an approval of such proposed improvements. Any lighting shall comply with the requirements of the City standards. Without the express written consent of both parties, which consent may be withheld for any or no reason, the use of the Easement Area shall not be expanded or increased. There shall be no parking at any time in the Easement Area.

2. Indemnification. RDOI agrees to protect, indemnify and hold harmless City from and against any loss, damage or claims, including reasonable attorneys' fees and costs, arising out of: (i) the use of the Easement Area by RDOI or its guests or invitees, which indemnity shall include, but not be limited to, injury or loss to persons or property; and (ii) any mechanic lien claims for unpaid labor, services or materials affecting any of the Easement Area. RDOI shall obtain, at its expense, and keep in full force and effect, with a reputable insurer, general public liability insurance for the Easement Area with a limit of not less than $1,000,000.00 and, during times of construction of any improvements, repairs or replacements, shall maintain (or cause its contractor to maintain) workmen's compensation and builder's risk insurance in amounts reasonably satisfactory to City; and all said policies shall name City (or any subsequent owner of the land burdened hereby) as an additional insured and RDOI shall provide City (or any subsequent owner of the land burdened hereby) with proof of such insurance. The City shall have the right to request RDOI to review and increase the limits of insurance coverage hereunder based on prevailing limits then carried by like or similar risks.

3. Representations of City. With respect to the lands included in the Easement Area, City represents that it is well seized of and has good title to such lands, free and clear of all liens or encumbrances and free and clear of all taxes, and that RDOI shall have, subject to the terms, provisions, and conditions hereof, the quiet and peaceful possession and use of the Easement Area for the purposes intended.

4. Notices. Any notice, demand, or document which either party is required or may desire to give, deliver or make to the other party shall be in writing and may be personally delivered or given by United States certified mail, return receipt requested, addressed to the address set forth in the introductory paragraph of this Agreement. Any notice, demand or document so given, delivered or made by United States mail shall be deemed to have been received on the earlier of the date actually received or the third business day after the same is

deposited in the United States mail as certified matter, addressed as above provided, with postage prepaid.

5. Miscellaneous.

a. Notice of Default, Right to Cure. In the event of any default under the provisions of this Agreement, the non-defaulting party shall, prior to the exercise of any right or remedy, give the party alleged to be in default written notice of such default together with right for a period of ten days after receipt of such notice to cure said default. If an alleged default by its nature is not capable of being cured within the time provided, the party alleged to be in default shall, provided such party is proceeding with all due diligence, have up to an additional twenty days to cure said default. If a default is not cured within the time provided or any extension thereof (which right to cure period shall not under any circumstances exceed in the aggregate thirty days), the non-defaulting party shall then and thereafter be free to pursue any right or remedy allowed by this Agreement or otherwise by law.

b. Remedies. Either party shall have the right and power to bring suit in its own name for any legal or equitable relief due to lack of compliance with any provisions of this Agreement. If any court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Agreement, the prevailing party shall be entitled to reimbursement of its costs and expenses, including reasonable attorneys' fees, in connection therewith.

c. No Waiver. The failure of either party to insist upon the strict performance of any provisions of this Agreement or to exercise any right or option available to it, or to serve any notice or to institute any action, shall not be a waiver or a relinquishment for the future of any such provision.

d. Amendments in Writing. This Agreement may not be amended, nor may any rights hereunder be waived, except by an instrument in writing executed by the parties hereto and duly recorded in the real estate records of Pitkin County, Colorado.

e. Colorado Law. The interpretation, enforcement or any other matters relative to this Agreement shall be construed and determined in accordance with the laws of the State of Colorado.

f. Run With the Land. All the provisions of this Agreement, including the benefits and burdens created thereby, shall run with the land.

g. Correction Documents. In the event any clerical or other errors are found in this Agreement or any legal descriptions or other exhibits hereto, or in the event any exhibit shall be missing, the parties agree to promptly execute, acknowledge, initial and/or deliver as necessary any documentation in order to correct the erroneous document, description, exhibit or to provide any missing exhibit.

h. Binding Effect; Recording. All provisions of this Agreement inure to the benefit of and are binding upon the parties hereto, their heirs, successors, assigns and personal representatives. This Agreement shall be recorded in the records of the Pitkin County Clerk and Recorder's Office.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first written above.

GRANTOR:
R.D. OLSON INVESTMENTS II, LLC, a California limited liability company

By:_____
Robert D. Olson, Managing Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

On _____ before me, _____
(insert name and title of the officer)

personally appeared **Robert D. Olson,** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

R.D. OLSON INVESTMENTS II, LLC, a California limited liability company

By:_____
Robert D. Olson, Managing Member

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ATTEST:

THE CITY OF ASPEN

_____

_____
Deputy City Clerk

By: _____
Torre, Mayor
DATE: _____

APPROVED AS TO FORM:

_____
James True
City Attorney

MANAGER APPROVAL:

_____
Sara Ott
City Manager

RECOMMENDED FOR APPROVAL:

_____
Austin Weis, Director
Parks and Open Space Program

STATE OF COLORADO)
) ss.
COUNTY OF PITKIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Torre, as Mayor of the City of Aspen, Colorado.

WITNESS my hand and official seal.

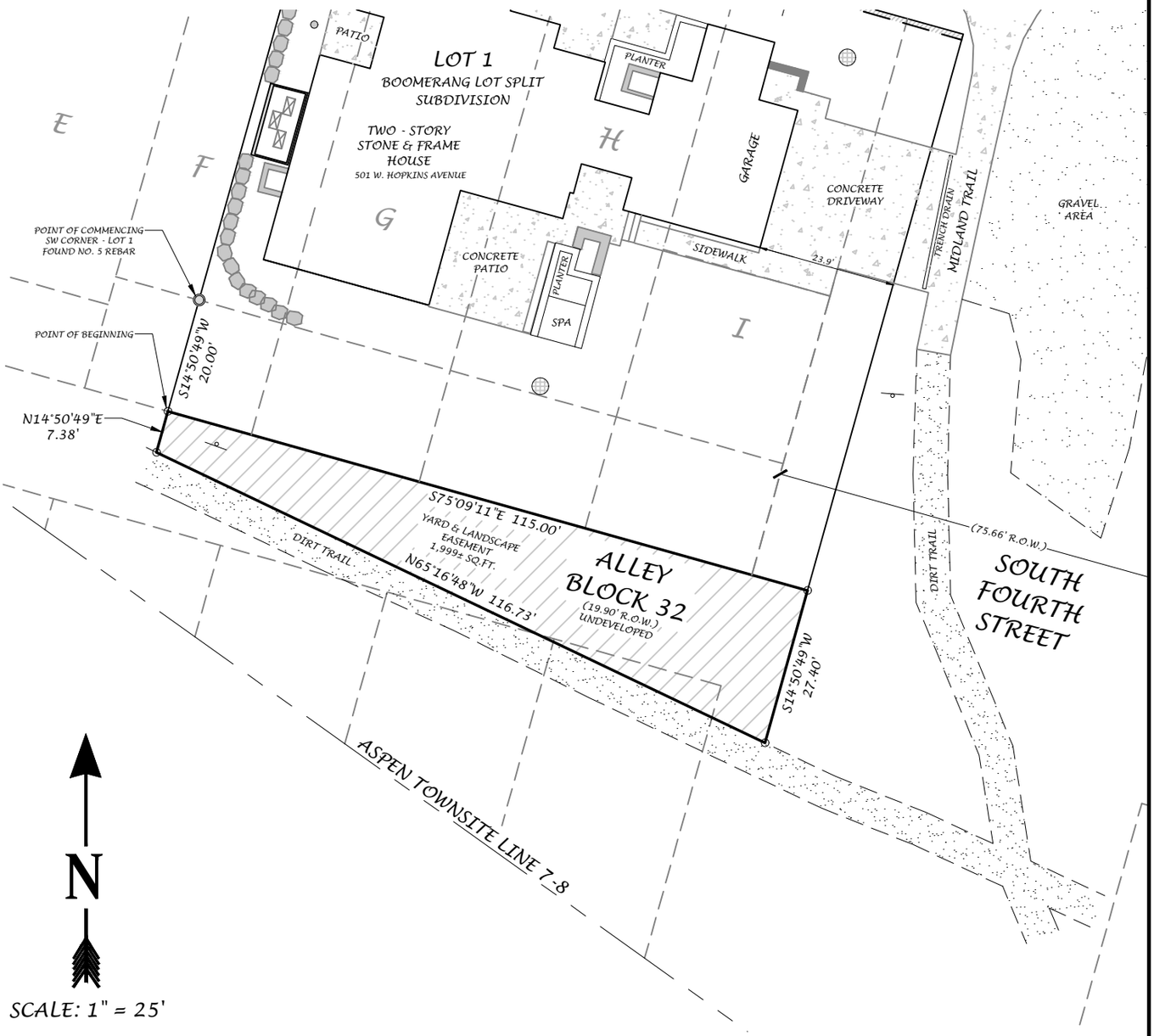
My commission expires: _____

_____
Notary Public

EXHIBIT A

YARD & LANDSCAPE EASEMENT

SECTION 10, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH P.M.
CITY & TOWNSITE OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO



YARD & LANDSCAPE EASEMENT

A PARCEL OF LAND SITUATED IN SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND TOWNSITE OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO; SAID PARCEL OF LAND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BOOMERANG LOT SPLIT SUBDIVISION EXEMPTION RECORDED IN PLAT BOOK 79 AT PAGE 70 IN THE PITKIN COUNTY CLERK AND RECORDER'S OFFICE; THENCE S14°50'49"W A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTH LINE OF THE ALLEY IN BLOCK 32 OF THE CITY AND TOWNSITE OF ASPEN, THE POINT OF BEGINNING; THENCE S75°09'11"E ALONG THE NORTH LINE OF SAID ALLEY AND IT'S EXTENSION THEREOF A DISTANCE OF 115.00 FEET; THENCE S14°50'49"W A DISTANCE OF 27.40 FEET TO A POINT OF THE NORTHERLY EDGE OF A EXISTING GRAVEL TRAIL; THENCE N65°16'48"W ALONG SAID NORTHERLY EDGE A DISTANCE OF 116.73 FEET; THENCE LEAVING SAID NORTHERLY EDGE N14°50'49"E A DISTANCE OF 7.38 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 1,999 SQUARE FEET, MORE OR LESS.

TRUE NORTH
COLORADO
A LAND SURVEYING AND MAPPING COMPANY

R.D. OLSON INVESTMENTS II
501 W. HOPKINS AVENUE - ASPEN
COUNTY OF PITKIN, STATE OF COLORADO

FOR PRELIMINARY REVIEW

TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 386 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2021-100	DRAWN: RPK	SHEET 1 OF 1
DATE: March 5, 2021	SURVEYED: DJB-GBL	

EXHIBIT 9

Recording requested by and return to:
City of Aspen
Parks & Recreation Department
130 South Galena
Aspen, Colorado 81611

DEED OF CONSERVATION EASEMENT
PRIDE OF ASPEN – CITY OF ASPEN

THIS DEED OF CONSERVATION EASEMENT ("Deed") is granted effective as of the _____ day of _____, 202__, by the R.D. Olson Investments II, LLC a California limited liability company, whose address is 520 Newport Center Drive, Ste. 600, Newport Beach, CA 92660 ("Grantor"), to the CITY OF ASPEN, a body corporate and politic, whose address is 130 South Galena St., Aspen, Colorado 81611 ("City") and to the BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY, COLORADO ("BOCC"), a body corporate and politic, whose address is 530 East Main Street, Aspen, Colorado 81611 (the City and the County are sometimes referred to herein as the "Grantee"), for the purpose of forever conserving the open space character, wildlife habitat, and scenic qualities of the subject property.

WITNESS THAT:

Grantor is the sole owner in fee simple of the property (the "Property") which is specifically described on **Exhibit A** hereto and depicted on **Exhibit B**, consisting of approximately 19.329 acres of land more or less located in Pitkin County, State of Colorado and immediately adjacent to the City of Aspen, Colorado. The Property is a part of one of the most prominent and important views from within the City and areas of the County near the City.

In accordance with the United States Internal Revenue Code of 1986 ("IRC") and Treasury Regulation 1.170A-14(d)(4) regarding preservation of open space, the parties agree and acknowledge that the preservation of the Property will yield a significant public benefit and will add to the scenic and open space character of the landscape in Pitkin County and as viewed from the City. The Property qualifies as open space because it will be preserved for the scenic enjoyment of the general public and is preserved pursuant to a clearly delineated governmental conservation policy. Conservation of the Property will further yield a significant public benefit.

- Scenic Enjoyment. The Property lies within a mapped Environmentally Sensitive Area designated by the City, and adds to the scenic character of the local rural landscape in which it lies, and provides a degree of openness, contrast and variety to the overall landscape. The Property is adjacent to the City of Aspen and provides a critical and very prominent view area. A portion of the Property is visually accessible to the general public from most of the City of Aspen as well as from Colorado Highway 82 and from Castle Creek Road, which are open to and actively used by residents of Pitkin County and the State of Colorado, and from public lands and trails on and surrounding Aspen, a popular recreational destination. The terms of the Easement do not permit future development on the Property that would interfere with the essential scenic quality of the land.

- Governmental Policies. Conservation of the Property is promoted by the following local and state governmental policies. The laws and regulations of the State of Colorado and the United States also support conservation of the Property relative to its scenic, wildlife habitat, agricultural heritage, educational and natural area values:

    - Local Policies: Conservation of the Property helps to maintain a valuable open space resource. The City of Aspen addresses the need for protecting open space in its Home Rule Charter, which contains the Open Space/Trails Program under Article XIII and through its Environmentally Sensitive Areas regulations which discourages development above the 8,040 elevation level for scenic protection purposes. Similarly, Pitkin County addresses the need for protecting open space in its Home Rule Charter, which contains the Open Space and Trails Program's enabling legislation under Article XIII. Under both Home Rule Charters, criteria for open space acquisitions include: (1) Areas within public scenic viewplains; (2) Incorporating or protecting significant wildlife habitat; (3) Protecting recreational opportunities such as trails; and (4) protecting other public lands from the impacts of development.

    - Statewide Policies: The State of Colorado has recognized the importance of private efforts toward the preservation of natural systems in the State by the enactment of several sections of Colorado Revised Statutes ("**C.R.S.**") (see below).

- Significant Public Benefit. The Property is a unique part of a rural, mountainous area of Pitkin County, where there is a trend toward residential development in the near vicinity. The City of Aspen is immediately adjacent to the Property. There is a strong likelihood that development of the Property would contribute to degradation of the scenic and natural character of the area. Preservation of the Property will continue to provide an opportunity for the general public to appreciate its scenic values and will increase the amount of conserved lands. Further, Grantor has granted to the Grantee the right to construct and maintain non-motorized, recreational trails and associated connections to or re-routing of other trails through the Property for the public benefit.

In accordance with the IRC and Treasury Regulation 1.170A-14(d)(3) regarding the protection of a natural environmental system or habitat, preservation of the Property will provide significant relatively natural habitat in which wildlife, plant communities, or similar ecosystems normally live.

- Relatively Natural Habitat. The native plant communities on the Property are in excellent condition. The Property provides access to Castle Creek for wildlife and riparian habitat along Castle Creek. The Colorado Parks and Wildlife Big Game Species Wildlife Habitat Mapping shows the property to include: Elk Winter Range and Elk Overall Range; Mule Deer Summer Range and Mule Deer Overall Range; and Black Bear Fall Concentration and Overall Range.
- Open Space [§ 1.170A-14(d)(4)]. The Property qualifies as open space because it will be preserved for the scenic enjoyment of the general public and is pursuant to a clearly delin-

eated governmental conservation policy. Conservation of the Property will further yield a significant public benefit.

In accordance with the IRC and Treasury Regulation 1.170A-14(d)(4)(ii) regarding scenic enjoyment, this Deed provides for the preservation of land for the scenic enjoyment of the public. Preservation of the Property is important to maintaining the scenic character of the local rural landscape. The Property is visually accessible to the general public traveling along Colorado State Highway 82, Castle Creek Road and within most of the City of Aspen, as described above.

The open space character, wildlife habitat, and scenic qualities of the Property collectively represent the "Conservation Values" of the Property as such term is used throughout this Deed. These Conservation Values are of great importance to the Grantor, the people of the City, the people of Pitkin County, and the people of the State of Colorado.

A collection of baseline data on the Property and its resources (the "Baseline Documentation") shall be prepared by Grantee as soon as practicable following conveyance of this Conservation Easement to Grantee. The Baseline Documentation shall be the property of and shall be deemed owned by the Grantee with a copy to be provided to the Grantor. The Grantor hereby grants Grantee or Grantee's agent(s) access to the portions of the Property necessary in order to prepare the Baseline Documentation. The data and explanatory text, photographs and maps to be assembled in the Baseline Documentation is agreed by the parties hereto to provide an accurate representation of the Property at the time of this grant, notwithstanding the fact that the Baseline Documentation will be prepared after the effective date of this grant, and the parties acknowledge that the Baseline Documentation will serve as an objective information baseline for monitoring compliance with the terms of this Conservation Easement. Grantee shall bear the expense of the preparation of the Baseline Documentation.

The parties agree that, in the event a controversy arises with respect to the nature and extent of the biological or physical condition of the Property, the parties shall not be foreclosed from utilizing all other relevant or material documents, surveys, reports, and other information to assist in the resolution of the controversy.

The conservation purposes of this Deed are recognized by, and the grant of this Deed will serve, at least and without limitation, the following clearly delineated governmental conservation policies:

- Colorado Revised Statutes §§38-30.5-101, 102, *et seq.,* providing for the establishment of conservation easements to maintain land "in a natural, scenic or open condition, or for wildlife habitat, or for agricultural * * * or other use or condition consistent with the protection of open land having wholesome environmental quality or life-sustaining ecological diversity, * * *."

- The Colorado Wildlife and Parks and Outdoor Recreation statutes, Colorado Revised Statutes §33-1-101, *et seq.*, which provide that "it is the policy of the state of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit and enjoyment of the people of this state and its visitors."

- The City of Aspen Home Rule Charter, Article XIII, Open Space/Trails.

- The Pitkin County Land Use Code which states that the preservation of wildlife habitat and open space conforms with Policies 2-120 (Scenic Quality), 2-160 (Wildlife Management), 2-280 (Compatibility with Public Lands), and 2-290 (Access to Public Lands).

- Colorado Revised Statutes §38-30.5-102, provides for the establishment of conservation easements to maintain land "in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural * * * or other use or condition consistent with the protection of open land, environmental quality or life-sustaining ecological diversity."

- The Colorado Wildlife and Parks and Outdoor Recreation statutes, Colorado Revised Statutes §33-1-101 and §33-10-101, which provide, respectively, that "it is the policy of the state of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors" and that "it is the policy of the state of Colorado that the natural, scenic, scientific, and outdoor recreation areas of this state are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and visitors of this state."

- The Colorado Department of Transportation statutes, Colorado Revised Statutes §43-1-401, *et seq*., provide that the "preservation and enhancement of the natural and scenic beauty of this state" is a substantial state interest.

- The Western Governors' Association Policy Resolution 08-21 supports "voluntary incentive-based methods for preserving open space, maintaining land and water for agricultural and timber production, wildlife and other values."

The Grantee is a "qualified conservation organization" as defined by the IRC, and accepts the responsibility of enforcing the terms of this Deed and upholding its conservation purposes forever.

Grantor intends that the property interest conveyed by this Deed to Grantee be for the exclusive purpose of assuring that, under Grantee's perpetual stewardship, the Conservation Values of the Property will be conserved and maintained forever, and that uses of the land that are inconsistent with these Conservation Values or that would substantially diminish or impair the Conservation Values will be prevented or corrected. The parties agree, however, that non-motorized trail uses and improvements on the Property are consistent with the conservation purposes of this Deed.

NOW, THEREFORE, for and in consideration of the facts recited above and of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, Grantor hereby grants and conveys to Grantees, and their assigns, a perpetual conservation easement in gross, pursuant to Section 38-30.5-101, *et seq.,* Colorado Revised Statutes, over, across and upon the Property, subject to the terms and conditions hereinafter set forth (the "Conservation Easement"). Grantees hereby acknowledge, accept without reservation and agree to be bound by the terms and conditions of this Conservation Easement.

1. Purpose. It is the essential purpose of this Conservation Easement to preserve and protect, in perpetuity, the natural, ecological, wildlife habitat, open space, and scenic values (the Conservation Values) of the Property. To achieve this Purpose, Grantor intends to convey this Deed of Conservation Easement to Grantee to ensure that the Conservation Values of Property will be preserved and protected forever. Subject to the purpose of this Easement, Grantor and Grantee intend to permit only uses of the Property which do not substantially diminish or impair the Property's Conservation Values and to prevent any use of the Property that will substantially impair or interfere with protecting the Property's Conservation Values. It is the intent of the Grantor to preserve the Property in its scenic, natural, historic and open space condition to preserve the open space character, wildlife habitat, and scenic qualities of the Property. Notwithstanding the foregoing, nothing herein shall prohibit Grantee from safely and sensitively developing non-motorized, recreational trails on, over or through the Property.

2. Rights of Grantee. To accomplish the purpose of this Deed the following rights are conveyed to Grantee by this Deed:

A. To preserve and protect the Conservation Values of the Property;

B. To enter upon the Property at reasonable times in order to monitor Grantor's compliance with the terms of this Deed; provided that such entry shall be upon prior reasonable notice to Grantor, which shall typically be no less than forty-eight (48) hours' advance notice, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

C. Subject to compliance with any applicable land use entitlement or review process, constructing, developing, maintaining, repairing and replacing non-motorized, recreational trails on, over or through the Property; and

D. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Deed and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. Permitted and Prohibited Uses. Grantor shall not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants herein. Grantor hereby authorizes Grantee and it shall be Grantees' obligation to enforce these covenants and restrictions in the manner described below. However, nothing in this Deed shall require Grantor to take any action to restore the condition of the Property after any fire, change in climate, act of God or other event over which Grantor had no control.

A. Structures. The construction of any building or other structures, other than as specifically permitted under the terms of this Conservation Easement, is prohibited.

B. Fences. Grantor may, but shall not be obligated to replace, repair or improve any existing fences on the Property and erect new fencing provided such new or replaced fencing is consistent with then-current Colorado Division of Wildlife ("CDOW") guidelines for fencing located within a wildlife migration area and any applicable county regulations, so as to permit the movement of wildlife across the Property. Any disturbance to the Property that re-

sults from such fence maintenance or construction shall be reseeded and restored to as close to its prior condition as possible.

C. Subdivision. All partition, division, subdivision or *de facto* subdivision of title to the Property, whether by physical or legal process, is prohibited. The Property shall be conveyed only in its entirety.

D. Development Rights. Grantor hereby grants to Grantee all development rights except as specifically reserved herein, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred off of the Property to any other property, adjacent or otherwise.

E. Conservation Practices. Grantor recognizes the importance of good resource management and stewardship to maintain the Conservation Values for present and future generations. Grantor shall comply with and have responsibility for compliance of the Property with the Colorado Noxious Weed Act and any other governmental noxious weed control regulations.

F. Timber Harvesting. Trees may be cut to control insects and disease, to prevent personal injury and property damage, for firewood and for other domestic uses, including construction of fences on the Property, and as minimally necessary for purposes of construction, maintenance, repair and replacement of recreational trails.

G. Mining. The commercial mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this Deed or later acquired by Grantor, using any surface mining method is prohibited. Grantor makes no warranties or representations concerning the existing mining waste materials on the Property and shall have no obligation to remove or remediate such mining waste.

H. Paving, Road & Trail Construction. No portion of the Property shall be paved or otherwise be covered with concrete, asphalt, or any other paving material. No additional road shall be constructed for access within the Property, for access to other adjacent properties, or for other purposes, except for any unpaved road or trail on or permitted to hereafter be constructed on the Property. After reasonable notice to Grantee, any such road or trail permitted by this paragraph shall be constructed in a manner that does not substantially diminish or impair the Conservation Values of the Property.

I. Trash. The dumping or accumulation of any kind of trash or refuse on the Property, other than farm-related trash and refuse produced on the Property, is strictly prohibited. Grantee shall be responsible for removal of any trash, refuse, liter or other waste left on the Property by members of the public.

J. Recreational Uses and Improvements. Other than non-motorized recreational trails, no recreational building, structure or improvement shall be built on the Property, including but not limited to, restrooms, washing facilities, trash enclosures, athletic fields, golf courses or ranges, race tracks, airstrips, helicopter pads, or shooting ranges. Use of the Property for more than "de minimis" commercial recreation activity is prohibited. The term "de minimis" shall have the meaning as set forth in § 2031(c)(8)(B), IRC, and the Treasury Regulations adopt-

ed pursuant thereto. Non-motorized recreational uses are permitted only if they are (i) not commercial; (ii) on trails approved by the Grantee for non-motorized use; and (iii) conducted in a manner that would not substantially diminish the Conservation Values.

K. Motorized Vehicles. Motorized vehicles may only be used for construction and maintenance of non-motorized hiking and biking trails and shall be used in a manner that does not substantially diminish or impair the Conservation Values of the Property. There shall be no off-road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, E-Bikes or electric bicycles, or other motorized vehicles. Recreational use of motorized vehicles is prohibited.

L. Camping/Commercial Uses/Hunting. No camping shall be allowed on the Property. No industrial or commercial uses shall be allowed on the Property. No hunting is allowed on the Property.

M. Signage or Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property, except for any trail signs if a trail is constructed on the Property, "no trespassing" signs, and signs informing the public of the status of ownership. No signs shall materially adversely affect the Conservation Values of the Property.

4. Rights Retained by Grantor. As owners of the Property, Grantor retains the right to perform any act not specifically prohibited or limited by this Deed. These ownership rights include, but are not limited to, the right to sell or otherwise transfer the Property to anyone Grantor shall choose.

5. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantors to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Deed. Whenever notice is required, Grantors shall notify Grantee in writing not less than thirty (30) days prior to the date Grantors intend to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Deed.

6. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Deed. Failure of Grantee to respond within the required thirty (30) days shall be deemed approval by Grantee.

7. Responsibilities of Grantor and Grantee Not Affected. The parties agree to the following responsibilities:

A. Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments before delinquency levied against the Property by competent authority (collectively "taxes"). If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

B. Upkeep and Maintenance. Grantee, not Grantor, shall be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law, including but not limited to the control of noxious weeds. Grantor shall have no obligation for the upkeep or maintenance of the Property. Moreover, it shall be the Grantee's obligation to prevent trespass, "squatters" and public camping on the Property. Grantor shall enforce the covenants and restrictions contained in Section three (3) above. Grantee shall be responsible for compliance with any hazard mitigation associated with installation of non-motorized, recreational trails on the Property.

C. Liability Insurance and Indemnification. Grantee shall obtain and pay for a general liability insurance policy for the Property and include Grantor as an additional insured on such insurance policy. Such general liability insurance policy shall have limits of at least one-million dollars per occurrence and two million dollars aggregate. Grantee shall not be entitled to "self-insure" for this obligation. Grantee shall provide certificates of such insurance to Grantor upon reasonable request on an annual basis. To the extent any liability associated with the Property is not covered and paid for by such liability insurance, Grantee shall hold Grantor and its members, managers, officers, employees, attorneys, agents and affiliates (collectively, the "Indemnified Grantor Parties" and each an "Indemnified Grantor Party") harmless from and against the aggregate of all losses, obligations, liabilities, assessments, judgments, damages, deficiencies, demands, claims, costs, penalties, fees and expenses of every kind and nature whatsoever (including, without limitation, reasonable counsel and paralegal fees and expenses) incurred or suffered by any Grantor Indemnified Party directly arising out of, relating to, or resulting from all obligations and liabilities incurred by Grantor with respect to its ownership of the Property, except for general real property taxes, after the Effective Date which are asserted against Indemnified Grantor Parties (or any of them) and will fully indemnify them for any payments, loss or other damages suffered, including reasonable costs and expenses in defending the same, inclusive of reasonable attorneys' fees, court costs and costs of appeal in connection with such liabilities and obligations of Grantor. The Grantee acknowledges that, since it is the Grantee's obligation to maintain the Property and any and all improvements, such as trail improvements, which may be constructed and maintained on the Property, the Grantee is the party that would be responsible for any claim or damage that occurs on the Property and, as such, this agreement to indemnify and hold harmless is not an agreement by the Grantee to "become responsible for" a debt of a third party in violation of Article XI, Section 1 of the Colorado Constitution.

8. Enforcement. Grantee shall have the right to prevent and correct or require correction of violations of the terms of this Deed. With reasonable advance notice to Grantor (except in the case of any ongoing or imminent violation, in which case such notice is not required), Grantee may enter the Property for the purpose of inspecting for violations. If Grantee finds what it believes is a violation, Grantee may, at its discretion, take appropriate legal action. Upon discovery of any such violation, the Grantee shall immediately notify Grantor in writing of the alleged violation. The Grantee shall give Grantor sixty (60) days to correct the alleged violation before filing any legal action. When an ongoing or imminent violation is causing material damage to or could irreversibly diminish or impair the Conservation Values of the Property, Grantee may, at its discretion, take appropriate legal action. If the parties cannot resolve the violation themselves, the parties may mutually agree to an alternative method of dispute resolution, such as meditation. If a court with jurisdiction determines that a violation may exist or has occurred, Grantee may obtain an injunction, temporarily or permanently, in addition to such other relief as

the court deems appropriate. A court may also issue an injunction requiring Grantor to restore the Property to its condition prior to the violation. In any case where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including but not limited to reasonable attorneys' fees.

Any failure by Grantee to discover a violation or forbearance by the Grantee to exercise their rights under this Deed in the event of any breach of any term of this Deed by Grantor shall not be deemed or construed to be a waiver by Grantee of such term of any subsequent breach of the same or any other term of this Deed or of any of Grantee's rights under this Deed. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy, or be construed as a waiver. The Grantor hereby waives any defense available to the Grantor pursuant to Colorado Revised Statutes §38-41-119, or the defense of laches, estoppel, or prescription.

9. Access. No right of access to the general public to any portion of the Property is conveyed by this Deed nor shall such a right ever be construed to have been conveyed by this Deed, except in the event that Grantee may hereafter install a non-motorized, recreational trail for access across the Property.

10. Transfer of Easement; Requirement for Assignment or Enforcement.

A. Transfer by Grantee. With the prior written consent of Grantor (which consent shall not be unreasonably withheld, delayed or conditioned) Grantee shall have the right to transfer the easement created by this Deed and to assign its rights thereunder to any private nonprofit organization that, at the time of transfer, is a qualified organization under § 170(h), IRC, and under Colorado Revised Statutes §38-30.5-101, *et seq.,* (a "Qualified Organization"), expressly agrees to assume the responsibility imposed on Grantee by this Deed and agrees that the conservation purposes of this Deed will continue to be carried out. Notwithstanding anything in this paragraph to the contrary, this Deed shall not be transferred by Grantee to any governmental entity or public agency without the consent of the Grantor, which consent shall be in Grantor's sole discretion. If Grantee desires to transfer this Deed to a Qualified Organization, but Grantor refuses to approve the transfer, a court with jurisdiction shall transfer this Deed to another Qualified Organization that is not a governmental organization and that agrees to assume the responsibility of enforcing this Deed, provided that Grantor receives notice of and an opportunity to participate in the court proceeding.

B. Transfer by Judicial Process. If the Grantee ever ceases to exist or is no longer a Qualified Organization, then the Deed shall be assigned to another Qualified Organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Deed. If the Grantee is no longer monitoring and enforcing the terms of this Deed to preserve and protect the Conservation Values of the Property, then the Grantor may apply to a court with jurisdiction for such court to transfer this Deed to another Qualified Organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Deed, provided that Grantee and Grantor receive notice of and an opportunity to participate in the court proceeding.

11. Transfer of the Property. Grantor shall notify Grantee in writing at least one week prior to the transfer of the Property, and the document of conveyance shall expressly refer to this

Deed. Grantee shall have the right to record a document in the real property records in Pitkin County to put such third parties on notice of the requirements of this paragraph. Failure to provide notice pursuant to this paragraph or such recorded document shall not invalidate any transfer of the Property.

12. Amendment of Deed. This Deed may be amended only with the express prior written consent of Grantee and Grantor by an instrument duly executed by Grantor and Grantee recorded in the real property records of Pitkin County, Colorado. Any such amendment shall be consistent with the purposes of this Deed and shall comply with § 170(h), IRC, or any regulations promulgated thereunder. Any such amendment shall also be consistent with Colorado Revised Statutes §38-30.5-101, *et seq*., or any regulations promulgated thereunder, and shall not affect the perpetual duration of this Deed.

13. Condemnation or Other Extinguishment. If the Property is taken, in whole or in part, by exercise of the power of eminent domain, or if circumstances arise in the future that render the purpose of this Deed impossible to accomplish, this Deed can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other party in writing when it first learns of such circumstances. Grantor and Grantee stipulate that as of the date of this Deed, they are each vested with a real property interest in the Property. The Parties further stipulate that the Grantees' interest in the Easement has a value of one-half of one percent (0.5%) of the fair market value of the Property, and such percentage interest shall remain constant in relation to any future fair market value of the Property. Such percentage interest shall be used only for determining the Grantees' proportion of proceeds from any payment of damages or action resulting from circumstances described in this paragraph when the Deed is extinguished; and shall have no effect in any sale or transfer that does not extinguish this Deed. The Parties agree that the value of any improvements to the Property made by Grantor after the date of this Easement is reserved to Grantor.

14. Interpretation. This Deed shall be interpreted under the laws of the State of Colorado, resolving any ambiguities and questions of the validity of specific provisions so as to preserve the Conservation Values and give maximum effect to its conservation purposes.

15. Perpetual Duration. The easement created by this Deed shall be a servitude running with the land in perpetuity. Every provision of this Deed that applies to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. A party's rights and obligations under this Deed terminate upon a permitted transfer of the party's interest in this Deed or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

16. Notices. Any notices required by this Deed shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, to Grantor, Grantee respectively at the following addresses, unless a party has been notified by the other of a change of address. Electronic delivery of notices shall also be deemed sufficient and considered delivered upon receipt of confirmation of delivery on the part of the sender:

To Grantor:

R.D. Olson Investments II, LLC
520 Newport Center Drive, Ste. 600,
Newport Beach, CA 92660

To Grantee:

City of Aspen
City Manager
130 South Galena St.
Aspen, CO 81611

With Copies to:
Aspen City Attorney's Office
130 South Galena St.
Aspen, CO 81611

Pitkin County
County Manager
530 East Main St.
Aspen, CO 81611

With copies to:
County Attorney's Office
530 East Main St.
Aspen, CO 81611

17. Grantor's Title Warranty. Grantor warrants that Grantor has good and sufficient title to the Property and hereby promises to defend the same against all claims from persons claiming by, through or under Grantor.

18. Grantor's Environmental Warranty and Indemnity. Grantor warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property and hereby promises to hold harmless, defend, and indemnify Grantee along with their respective members, directors, officers, employees, agents, contractors, successors, and assigns against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected with any present or future presence or release of hazardous or toxic substances on, under, or about the Property. For the purposes hereof, "Hazardous Substances" does not mean any typical agricultural chemicals such as herbicides and pesticides utilized on properties of this type in Pitkin County, provided that all such chemicals are used in accordance with applicable laws and manufacturer's specifications. Without limiting the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in Grantee, nor shall Grantee have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

19. Subsequent Liens on the Property. No provisions of this Deed should be construed as impairing the ability of Grantor to use the Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing shall be subordinate to this Deed.

20. No Merger. No merger shall be deemed to have occurred hereunder or under any document executed in the future affecting this Deed, unless the parties expressly state that they intend a merger of estates or interests to occur.

21. Recording. Grantee shall record this Deed in the official records of Pitkin County, and may re-record it at any time as may be required to preserve Grantee's rights hereunder.

22. Subsequent Transfers. Grantor shall incorporate the terms and conditions of this Deed in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, conveyance of a leasehold interest to a third party. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least one week prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Deed or limit its enforceability in any way; and failure of Grantor to provide notice pursuant to this paragraph shall not invalidate any transfer of the Property.

23. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Deed shall be liberally construed in favor of the grant to affect the purpose of this Deed and the policy and purpose of Colorado Revised Statutes §38-30.5-101, *et seq*. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Deed that would render the provision valid shall be favored over any interpretation that would render it invalid.

24. Severability. If any provision of this Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

25. Entire Agreement. This Deed sets forth the entire agreement of the parties with respect to the easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the easement, all of which are merged herein.

26. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

27. Successors. The covenants, terms, conditions, and restrictions of this Deed shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

28. Termination of Rights and Obligations. A party's rights and obligations under this Deed terminate upon transfer of the party's interest in the easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

29. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

30. Third Party Beneficiaries. This Deed is entered into by and between Grantor and Grantee, and does not benefit or create enforcement rights or responsibilities in any other third parties, including the general public.

31. Acceptance. As attested by the signature of an authorized party affixed hereto, Grantee hereby accepts, without reservation, the rights and responsibilities conveyed by this Deed. Grantee acknowledges receipt and acceptance of this Deed encumbering the Property for which no goods or services were provided.

32. Change of Conditions. A change in the potential economic value of any use that is prohibited by or inconsistent with this Deed, or a change in any current or future uses of neighboring properties, shall not constitute a change in conditions that makes it impossible or impractical for continued use of the Property for conservation purposes and shall not constitute grounds for terminating the Deed.

33. No Land Use Approvals Imputed to Deed. The Grantor shall be solely responsible for compliance with applicable laws in regard to the exercise of rights reserved herein to Grantor; and the Grantee shall be solely responsible for compliance with applicable laws in regard to the exercise of rights reserved herein to Grantee. Nothing contained in this Deed is intended to represent a permit or land use approval by the City or Pitkin County.

TO HAVE AND TO HOLD, this Deed unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

GRANTOR:
R.D. OLSON INVESTMENTS II, LLC, a California limited liability company

By:_____
Robert D. Olson, Managing Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

On _____ before me, _____
(insert name and title of the officer)
personally appeared **Robert D. Olson,** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ATTEST:

_____
Deputy City Clerk

GRANTEE:
THE CITY OF ASPEN

By: _____
_____, Mayor
DATE: _____

APPROVED AS TO FORM:

_____
James True
City Attorney

MANAGER APPROVAL:

_____
Sara Ott
City Manager

RECOMMENDED FOR APPROVAL:

_____
Austin Weis, Director
Parks and Open Space Program

STATE OF COLORADO)
) ss.
COUNTY OF PITKIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Torre, as Mayor of the City of Aspen, Colorado.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

ATTEST:

GRANTEE:

BOARD OF COUNTY COMMISSIONERS
OF PITKIN COUNTY, COLORADO

By: _____

_____, Chair

DATE: _____

_____
Jeanette Jones
Deputy Clerk and Recorder

APPROVED AS TO FORM:

_____
John Ely
County Attorney

MANAGER APPROVAL:

_____
Jon Peacock
County Manager

RECOMMENDED FOR APPROVAL:

_____
Gary Tennenbaum, Director
Pitkin County Open Space and Trails

STATE OF COLORADO)
) ss.
COUNTY OF PITKIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Jeanette Jones, as Deputy County Clerk of Pitkin County, Colorado.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF PITKIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as Chair of the Board of County Commissioners of Pitkin County, Colorado.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

List of Exhibits

A Property legal description
B Map of the Property

LOT 19, LYING AND BEING SITUATED IN SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, PITKIN COUNTY, COLORADO, AS SHOWN ON THE BUREAU OF LAND MANAGEMENT PLAT OF THE DEPENDENT RESURVEY AND SURVEY FOR TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COLORADO, APPROVED FEBRUARY 14, 1980 AND RECORDED DECEMBER 8, 1986, IN PITKIN COUNTY RECORDS IN BOOK 524 AT PAGE 552.

COUNTY OF PITKIN,
STATE OF COLORADO.

LOT 21, LYING AND BEING SITUATED IN SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, PITKIN COUNTY, COLORADO, AS SHOWN ON THE BUREAU OF LAND MANAGEMENT PLAT OF THE DEPENDENT RESURVEY AND SURVEY FOR TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COLORADO, APPROVED FEBRUARY 14, 1980, AND RECORDED DECEMBER 8, 1986 IN PITKIN COUNTY RECORDS IN BOOK 524 AT PAGE 552.

COUNTY OF PITKIN,
STATE OF COLORADO.

LOT 34, LYING AND BEING SITUATED IN SECTION 13, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, PITKIN COUNTY, COLORADO, AS SHOWN ON THE BUREAU OF LAND MANAGEMENT PLAT OF THE DEPENDENT RESURVEY AND SURVEY FOR TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COLORADO, APPROVED FEBRUARY 14, 180, AND RECORDED DECEMBER 8, 1986, IN PITKIN COUNTY RECORDS IN BOOK 524 AT PAGE 552.

COUNTY OF PITKIN,
STATE OF COLORADO

EXTRA LODE MINING CLAIM, U.S.M.S. NO. 4712,
EMBRACING A PORTION OF TOWNSHIP 10 SOUTH, RANGE 85 WEST, OF THE SIXTH PRINCIPAL MERIDIAN LOCATED IN THE ROARING FORK MINING DISTRICT.

COUNTY OF PITKIN,
STATE OF COLORADO.

ALL THAT PORTION OF THE COPPEROPOLIS LODE MINING CLAIM, U.S.M.S. NO. 1759 WHICH LIES WEST OF THE WEST SIDE LINE OF THE PRIDE OF ASPEN LODE MINING CLAIM, U.S.M.S. NO. 7364, BETWEEN CORNERS NO. 3 AND 4 OF THE PRIDE OF ASPEN LODE. LOCATED IN THE ROARING FORK MINING DISTRICT,

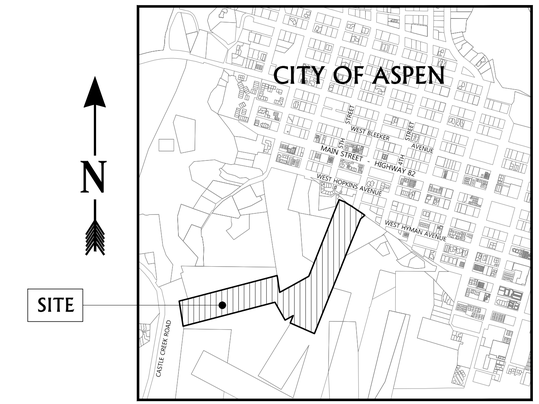
COUNTY OF PITKIN,
STATE OF COLORADO.

PRIDE OF ASPEN LODE MINING CLAIM U.S.M.S. NO. 7364, LOCATED IN THE ROARING FORK MINING DISTRICT.

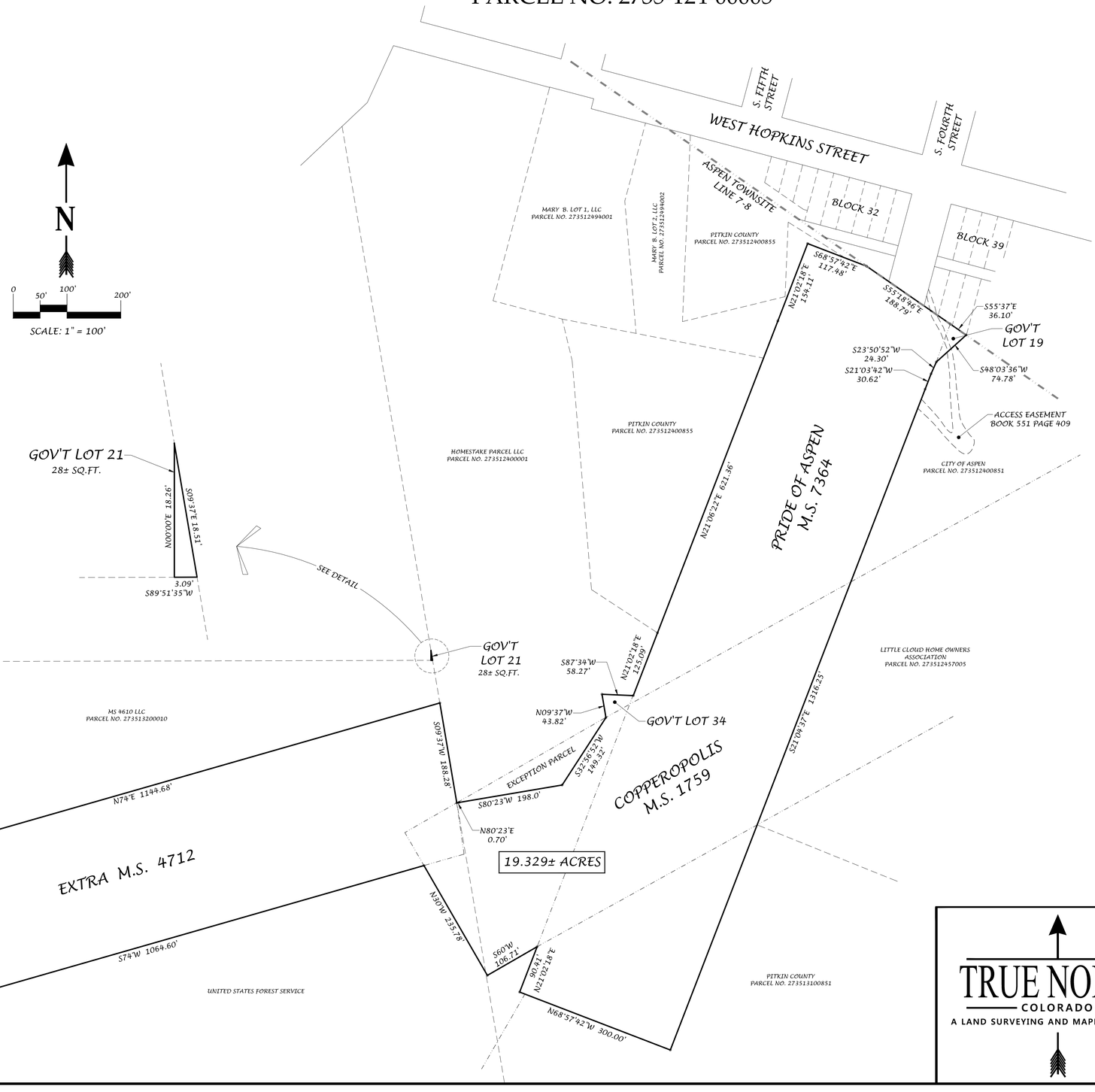
COUNTY OF PITKIN,
STATE OF COLORADO.

CONSERVATION EASEMENT EXHIBIT

A PARCEL OF LAND OF LAND SITUATED IN THE S1/2 OF SECTION 12 & THE N1/2 OF SECTION 13
TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PM
COUNTY OF PITKIN, STATE OF COLORADO
PARCEL NO. 2735-124-00005



VICINITY MAP
SCALE: 1" = 800'



PROPERTY DESCRIPTION:

TITLE COMPANY OF THE ROCKIES COMMITMENT NO. 0704764-C DATED: NOVEMBER 6, 2015

GOVERNMENT LOTS 19 AND 21, SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH P.M.; GOVERNMENT LOT 34, SECTION 13, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH P.M.;

THE EXTRA LODE MINING CLAIM (U.S. MINERAL SURVEY NO. 4712), AS PATENTED AND DESCRIBED IN UNITED STATES PATENT RECORDED MAY 20, 1949 IN BOOK 175 AT PAGE 198;

THE PRIDE OF ASPEN LODE MINING CLAIM (U.S. MINERAL SURVEY NO. 7364) AS PATENTED AND DESCRIBED IN UNITED STATES PATENT RECORDED MAY 20, 1949 IN BOOK 175 AT PAGE 163; AND

THAT PORTION OF THE COPPEROPOLIS LODE MINING CLAIM (U.S. MINERAL SURVEY NO. 1759) AS PATENTED AND DESCRIBED IN UNITED STATES PATENT RECORDED MAY 20, 1949 IN BOOK 175 AT PAGE 182, WHICH LIES WESTERLY OF THE WESTERLY SIDE LINE OF THE PRIDE OF ASPEN LODE MINING CLAIM, (U.S. MINERAL SURVEY NO. 7364).

EXCEPT THAT PORTION OF THE COPPEROPOLIS LODE MINING CLAIM DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER 3 OF M.S. 4211 HOMESTAKE LODE;
THENCE N80°23'E 0.70 FEET ALONG LINE 3-4 OF M.S. 4211 TO THE INTERSECTION WITH LINE 2-3 OF THE COPPEROPOLIS LODE BEING THE TRUE POINT OF BEGINNING
THENCE N60°11'20"E 318.59 FEET ALONG LINE 2-3 OF THE COPPEROPOLIS LODE TO THE INTERSECTION OF LINE 4-1 OF THE HOMESTAKE LODE;
THENCE S32°56'52W 149.32 FEET;
THENCE S80°23'W 198.00 FEET TO THE TRUE POINT OF BEGINNING.

COUNTY OF PITKIN
STATE OF COLORADO

SURVEYOR'S STATEMENT

I, RODNEY P. KISER, DO HEREBY STATE THAT THIS CONSERVATION EASEMENT EXHIBIT WAS PREPARED BY TRUE NORTH COLORADO, LLC, FOR R.D OLSON INVESTMENT II, THAT THIS CONSERVATION EASEMENT EXHIBIT WAS PREPARED BY ME AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND KNOWLEDGE.

RODNEY P. KISER
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38215

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 CERTIFICATION SHOWN HEREON.

TRUE NORTH
COLORADO
A LAND SURVEYING AND MAPPING COMPANY

R.D. OLSON INVESTMENT II
CONSERVATION EASEMENT EXHIBIT
SOUTH FOURTH STREET - ASPEN
COUNTY OF PITKIN - STATE OF COLORADO

FOR PRELIMINARY REVIEW

TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 386 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2021-100	DRAWN: RPK	SHEET 1 OF 1
DATE: April 27, 2021	SURVEYED: n/a	

EXHIBIT 10

Arthur I. Mears, P.E., Inc.
Natural Hazards Consultants
555 County Road 16
Gunnison, CO 81230
Tel/Fax: (970) 641-3236

May 11, 2009

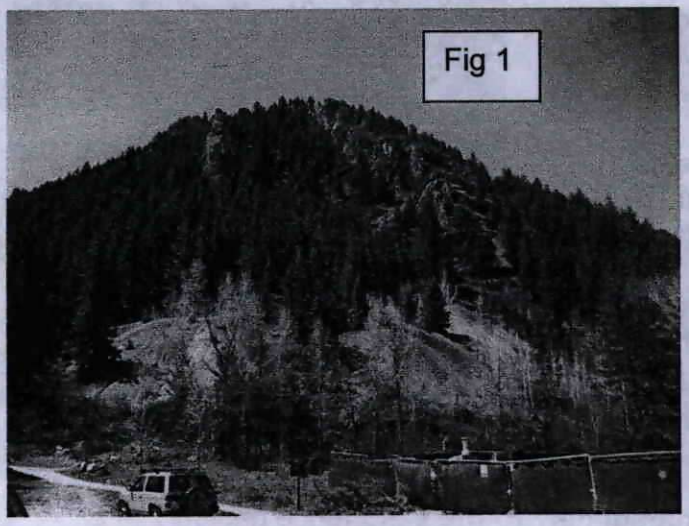
Mr. Lyle Reeder
P.O. Box 4859
Aspen, CO 81612

RE: Pride of Aspen – Avalanche & Rockfall hazard & mitigation feasibility

Dear Mr. Reeder:

As requested by Mr. Francis Fitzmanich, I completed a site inspection, hazard evaluation and mitigation feasibility study of the above-referenced property adjacent to Aspen. The site work was completed on May 7.

Site characteristics



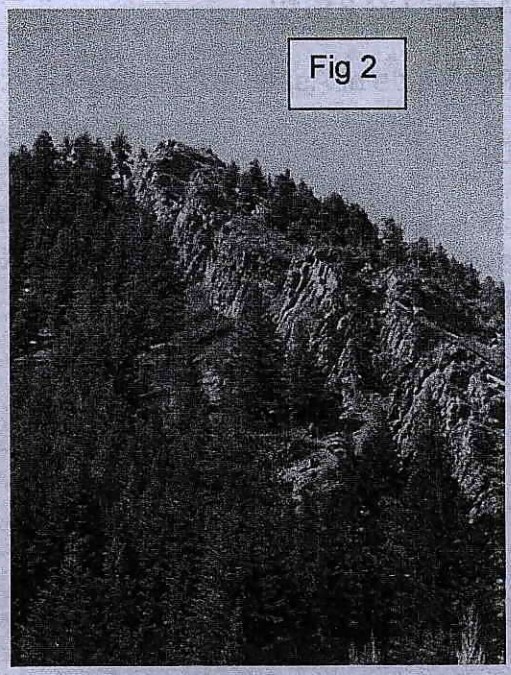
The property I evaluated is located on the northern slopes of Shadow Mountain. It extends from approximately 7,950 feet elevation near the end of 4th Street in Aspen to approximately 8,800 feet near the summit of the mountain. Figure 1 is a view of the property taken from the south end of 4th Street looking south toward the summit of Shadow Mountain. The property extends upward through the visible tailings near the base to the summit. The fairly dense forest consists mostly of Douglas Fir trees less than 18" in diameter. Cliffs in the right center in the photograph produce rockfall. This is discussed below in more detail below. The steep slopes in the forest can and have also produced small snow avalanches.

The area considered for residential development is located near the base of the slope, probably below what is now the tailings area. Final location will be determined subsequently. The conclusions of this report would apply to sites we investigated, all of which lie below 8,040 feet elevation.

Rockfall

The rockfall source outcrop is the shattered and broken bedrock in the exposed cliffs (Fig 2). Mechanical weathering dislodges rocks up to 2 feet in diameter that fall from the steep exposures. They roll down the steep slopes through the forest usually breaking into pieces less than 1 foot long. Most of the rocks found on the slopes were 1 foot in diameter or smaller. Many of the rocks were stopped by trees or came to rest on the steep slopes. Larger rocks cab roll to the lower part of the slope.

Some of the rockfall was certainly dislodged by old construction activity, however the widespread source areas of shattered bedrock (see Fig 2, for example) indicate this is an active rockfall source and will continue to be active in the future.



The building site is located on the lower portion of the lot, below the forest that provides some protection. Although a quantitative analysis of rockfall energy and bounce height of the "design" 2-foot rock has not been completed as part of this feasibility study my experience with rockfall analysis in this area indicates the following:

1. Rockfall on the upper steep slopes in the forest is relatively frequent, probably occurring every 3 to 10 years;
2. Rockfall reaching the lower slopes where development might occur is much less common, probably occurring every 30 to 100 years, on the average;
3. **Rockfall energy and bounce height on the lower (developable) slopes could be mitigated easily with a rockfall energy-dissipating fence similar in form to that used above portions of the Little Cloud Subdivision immediately to the east**; fence design parameters must be determined on a site-specific basis once a fence location is determined.

Snow avalanches

Small avalanches (both loose-snow and small slab types) may begin within the forest and in open areas adjacent to the forest. The forest will reduce the volume, speed and energy of the design, 100-year avalanche. During

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exceptional conditions expected no more often on the average than every 30 to 100 years, avalanches may reach to the tailings area.

Although a quantitative analysis of avalanche dynamics has not been completed, my experience with avalanche evaluation in this area suggests that the lower portion of the property (that could be considered for development) **lies in a "blue[1]" or moderate-hazard area. In accordance with development standards in Pitkin County, building with mitigation is permitted in avalanche blue zones. It does not lie in a "red" or high-hazard area. Furthermore, the small avalanches could be stopped by the rockfall fence.**

Limitations

This study is site and time specific. It has considered existing forest and slope conditions that exist today (May, 2009). If the forest were ever destroyed (by fire or other natural or man-made processes) avalanche and/or rockfall hazards might increase.

You as my client should know that while our company can and does attempt to uphold high professional standards, the state of scientific and engineering knowledge is incomplete, and does not always permit certainty. The complex phenomena involved in rockfall and avalanches cannot be perfectly evaluated and predicted, and methods used to predict their behavior change as new research becomes available. While we can and will offer our best professional judgment, we cannot and do not offer any warranty or guarantee of results.

Sincerely,

Arthur I. Mears, P.E.
Avalanche-control engineer

[1] A "blue" zone is affected by avalanches with return periods of 30 to 100 years and produce impact pressures of less than 600 lbs/ft². Building may be permitted in Pitkin County avalanche blue zones if structural mitigation is used for protection.

BRUCE A. COLLINS, PH.D.
GEOLOGICAL AND NATURAL RESOURCE CONSULTANTS
P.O. BOX 23 • 1116 MINEOTA DRIVE
SILT, COLORADO 81652
PHONE/FAX (970) 876-5400
bacol@rof.net

ENVIRONMENTAL,
EXPLORATION,
AND MINING
GEOLOGY

September 25, 2009

Francis Krizmanich
Krizmanich Land Use Planning
79 Light Hill Rd
Snowmass, CO 81654-9217

RE: TRACT B, PART OF PRIDE OF ASPEN LODE CLAIM
(U.S. MINERAL SURVEY 7364), PITKIN COUNTY

Dear Mr. Krizmanich:

I have completed my geologic investigation, as required by H.B. 1041 and Pitkin County Land Use Code § 7-20-20 and §§ 7-20-50(a) through (l), of the above-referenced property in the north end of the Pride of Aspen lode claim at the base of Shadow Mountain. Tract B is at the south end of South Fourth Street, Aspen, immediately south of the city limits, in Government Lots 19 and 34, sec. 12, Township 10 South, Range 85 West, 6th Principal Meridian. The center of the 1.63-acre "Development Tract" is 0.6 miles west and a little north of the Pitkin County Courthouse.[1]

As of the date of this report the actual building envelope has not been defined and a detailed site plan is not available. The general area consists of nearly level ground between the northeast boundary and the dumps at the portals of the lower and upper tunnels of the Pride of Aspen Mine, driven south-southwesterly into the lowermost slopes of Shadow Mountain and approximately 80 vertical feet apart. Portions or all of one or both dumps may be excavated to provide an adequate building area. Elevations in the probable building area range from approximately 7,940 to 8,040 ft, for total relief of approximately 100 ft (relief on Tract B in its entirety is somewhat more). Vegetation consists of a typical aspen-confer assemblage altered by over 125 years of mining, railroad construction and abandonment, and related municipal activities.

Geologic Setting. The area is not included in any of Pitkin County's categories of Potential Geologic Hazards (1974[2]), although it immediately adjoins a large area of category Pa, potentially unstable slopes. Although no slope map has been provided, physical evidence suggests slopes on the building area range from nearly flat between the former right-of-way of the Colorado Midland Railroad and the base of the lower tunnel dump to the angle of repose of mine refuse on the

[1] As identified on "Subdivision Plat of the Hans R. Gramiger Tracts," Grand Valley Surveying LLC, Job No. Gram-Three, dated July 28, 2008. All distances are straight-line and measured from the approximate center of the "Development Tract" unless otherwise noted.

[2] Colorado State University, 1974, Potential geologic hazards, Pitkin County, Colorado, Lower Roaring Fork Valley: CSU Environmental Resources Analysis, map scale 1:31,680 (referenced hereinafter as "PitCo maps"). In the Aspen area based largely on Bryant, 1972 (cited in paragraph referring to § 7-20-050(e) below).

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dump outslopes of between 35° and 40°. Based on the USGS 7.5' Aspen Quadrangle topographic map, natural slopes above the dumps average about 18.8° (32%).

The building area is mapped geologically at a scale of 1:24000 by Bryant (1971[3]) as mostly Quaternary talus, his map unit Qt, derived from sedimentary rocks of Paleozoic age further up the slopes of Shadow Mountain, with a narrow band of valley-floor glacial outwash gravel, Qgb, along the northern boundary. Talus is described as:

> Angular rock fragments ranging from ½ inch to several feet in diameter; locally well sorted. Grades to colluvium with increase in sand and silt content.

Moderately- to heavily-vegetated talus deposits such as found on and upslope from Tract B are old, have moderately to well-developed soils, and are generally quite stable. Although not well exposed, talus on Tract B almost certainly consists mostly of limestone and dolomite clasts derived from the Leadville Limestone and the Manitou Dolomite, well exposed above the tract. Lesser amounts of sandstone, siltstone, shale, and quartzite derived from the Chaffee and Peerless Formations and the Sawatch Quartzite are probably present as well. The outwash gravels are crudely bedded, poorly-sorted, and consist almost entirely of Precambrian materials eroded from the glaciated valleys immediately east of Aspen. Bedrock beneath the unconsolidated Quaternary cover and depth to it are unknown but it is probably either upper Leadville Limestone (map unit Ml) of Mississippian age or the overlying Pennsylvanian Belden Formation ([Pb). The upper Leadville, which is exposed in pinnacles and ridges on the upper part of the Pride of Aspen Claim (Tract C), is thick-bedded to massive blue-gray limestone, while the lower Belden is dark-gray to black limestone, dolomite, shale, and carbonaceous shale. The upper surface of the Leadville, a weathered unconformity, and the lower carbonate beds of the Belden are commonly brecciated, with voids filled with fine sediments of the Molas Formation, calcite, barite, or in some areas near igneous intrusions and concentrated by faulting, sphalerite, galena, and silver minerals, where the breccias constitute the richest ore deposits of Richmond Hill, Aspen Mountain, and Smuggler Mountain.

The property lies in an area close to several projected faults that are part of the extensive and complicated Aspen Mountain – Richmond Hill fault zone mostly east and southeast as well as the Castle Creek fault zone to the northwest through southwest. None of these faults are projected immediately beneath Tract B (Bryant, 1971). The faulting is mostly if not entirely of Laramide age.[4] There has been no known movement along these faults in millions of years, although there has been both reactivated and new faulting accompanying minor igneous activity and solution

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[3] Bryant, B., 1971, Geologic map of the Aspen quadrangle, Pitkin County, Colorado: U.S. Geological Survey Geologic Quadrangle Map GQ-933.

[4] The Laramide period of mountain building, which produced the basic structure of today's Rocky Mountains, affected the area between 55 and 65 million years ago. Faults attributed in whole or in part to solution collapse of the Carbondale collapse center to the west are thought to have last moved between 14 and 34 million years ago, and minor reactivation of older faults occurred during the volcanic episodes that resulted in the Basalt Mountain lava flows (8.8 to 7.9 mya) and a small flow west of Woody Creek (1.5 mya); the latter originated from the Castle Creek fault zone.

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collapses in the region well into the Pleistocene (Laing and Lampiris, 1980; Streufert, *et al.*, 1998[5]), and earthquakes of up to Mercalli Intensity VI[6] have occurred in the Aspen–Crested Butte–Carbondale area within the last few decades. In most cases epicenters are unknown but thought to be well to the south of the property, in the heart of the West Elk Mountains. Dips measured on exposures of Manitou Dolomite above and west of Tract B range from 55° to 65° to the northeast through northwest (Bryant, 1971), or substantially parallel to the northeasterly surface slope.

§ 7-20-020. Steep and Potentially Unstable Slopes. Slopes on Tract B vary from nearly flat in the buildable area just south of the abandoned Colorado Midland Railroad grade to as much as nearly 40% on the flanks of the Pride of Aspen dumps. Mine refuse should be treated as uncompacted fill. If used in construction or excavated and backfilled for utilities, as fill against foundations, etc., dump materials should be tested for adequate strength for the intended purpose as well as for components potentially caustic or corrosive to metals or concrete, and for radioactive minerals that could introduce radon into confined spaces. If talus materials are disturbed, either on exposed natural slopes or as encountered beneath the dumps, adequate soil testing to assure stability should be carried out prior to disturbance, excavations should be examined for existing or potential slip planes, foundations facing up slope should be designed and constructed as retaining walls, and all excavations and fills for utilities, driveways, landscaping, etc., not graded back to at least 3h:1v mechanically supported as well (final grading to 4h:1v is strongly encouraged, §7-20-20(e)(4)(a)). As is the case with all slope construction, excavated materials should be well compacted, graded, and drained to avoid increasing instability (§70-20-020(c)(1)(c)). Disturbed areas should be revegetated as soon as possible; final landscaping should be limited to native species that do not require supplemental irrigation. "Water features" on and near steep slopes are discouraged, but if installed must be thoroughly sealed against and routinely inspected for leakage.

§ 7-20-050(a). Avalanche Areas. Avalanche hazards to which Tract B are exposed are addressed in a separate report by Arthur I. Mears, P.E., Inc., dated May 11, 2009, and will not be further addressed here.

§ 7-20-050(b). Landslide Areas. Tract B is not mapped in a potential landslide area (PitCo maps; Olander, *et al.*, 1974). Nevertheless, it would be prudent to treat the base of the talus slope as the toe of an old, stabilized landslide, all soil testing and excavation work performed on the property should be routinely monitored for slip planes or other indication of movement, and if observed adequate precautions taken to assure stability of structures and other improvements.

§ 7-20-050(c). Rockfall Areas. The area is not mapped as a rockfall hazard zone (PitCo maps; Olander, *et al.*, 1974). Rockfall is addressed generally in the Mears report referred to above. The hazard is present in the form of closely-jointed Manitou Dolomite along and mostly west of the

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[5] Laing, D., and Lampiris, N., 1980, Aspen high country - the geology: Thunder River Press, Aspen, 132 p.; Streufert, R.K., Widmann, B.L., and Kirkham, R.M., 1998, Geologic map of the Basalt quadrangle, Eagle, Garfield, and Pitkin Counties, Colorado: Colorado Geological Survey Open File Report OFR 98-1, 18 p.

[6] Roughly equivalent to magnitude 5 on the more-familiar Richter scale. Earthquakes of this magnitude are felt by all, with damage from minor to moderate.

northwestern boundary of Tract C (visible as the sloping ridge from upper center to lower center right in Mears fig. 1 and in fig. 2) and the pinnacle of apparently at least partially brecciated[7] Leadville Limestone above the upper tunnel dump along the southeast boundary (left of center in Mears fig. 1). Bryant (1971) maps a fault, down to the east, between these exposures. Laramide faulting is largely responsible for closely-spaced rectangular fracturing of the Manitou, while collapse brecciation of the Leadville occurred during the uplift and exposure of the region during the period of mountain-building that formed the Ancestral Rocky Mountains. Breccia fragments in the upper Leadville have been recemented and recrystallized to the extent that breakage along original fragment boundaries is uncommon. Rockfall from the Manitou consists mostly of rectangular slabs that come to rest quickly, rarely more than a few feet from the base of the exposure. Slabs that break into smaller, more cubic or rounded fragments, as noted in the Mears report usually less than a foot long, can roll to the bottom of the slope. Because of the close fracturing, large rockfall, that is rocks with maximum dimensions of more than 3 feet, from this exposure are very rare. Rockfalls from the Leadville can be expected to be more erratic in size and shape, and boulders as large as 3 feet or more can reach the bottom of the slope, although the combination of the forest cover and the relatively-short slope distance between the source and the slope bottom suggests that velocity and therefore impact energy would be relatively low. In addition, the limited size of the exposure suggests that such a rockfall would be extremely rare, with a likely frequency of 100 years or more. Risk from limited outcrops of the Leadville and older sedimentary rocks higher on Shadow Mountain above Tract B is mitigated by diminishing slope angle, direction of the slope, and the nature of the exposures themselves.

As Mears also concluded, because of the lack of a detailed site plan and adequate topography, no attempt has been made to perform rockfall simulations to determine potential bounce heights and impact energies. I concur that an energy-dissipating fence is the best approach to rockfall mitigation for this location. Once adequate site planning has been completed a qualified provider of such systems should be consulted to determine proper height, capacity, and location.

§ 3-80-050-(d). Alluvial Fan Hazard. The area is not mapped as an alluvial fan or associated debris flow hazard zone (PitCo maps; Olander, *et al.*, 1974).

§ 7-20-050(e). Talus Slope. Bryant (1971) maps the natural surficial materials on most of Tract B as talus (Qt), but does not map a talus hazard in the area (Bryant, 1972[8]). This is most likely due to the fact that except for immediate areas beneath bedrock exposures the talus is mature, with substantial stabilizing soil development and moderate to heavy vegetation. The area is not mapped as a talus slope hazard zone (PitCo maps; Olander, *et al.*, 1974).

§ 7-20-050(f). Mancos Shale. Mancos Shale is not present on, under, or in the immediate vicinity of Tract B (Bryant, 1971). The area is not mapped as a Mancos Shale hazard area (PitCo maps; Olander, *et al.*, 1974).

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[7] As observed from the slope bottom.

[8] Bryant, B., 1972, Map showing areas of selected potential geologic hazards in the Aspen quadrangle, Pitkin County, Colorado: U.S. Geological Survey Folio of the Aspen Quadrangle, Colorado, Map I-785-A.

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§ 7-20-050(g). Faults. As noted, Tract B is located in a faulted area between components of both the Castle Creek and the Aspen Mountain – Richmond Hill fault zones. Although Bryant (1971) maps faulting on the Tract C portion of the Pride of Aspen claim, none are mapped or projected on Tract B itself. While there has been no known movement on any of these faults in historic time and probably none for thousands or even millions of years, earthquakes of up to Mercalli Intensity VI have occurred in the Aspen–Crested Butte–Carbondale area within the last few decades. Basic USGS shake data for the site at 39.191172° north latitude, 106.828174° west longitude, are as follows:

Period (sec)	Sa (g)
0.2	0.351 S_s, Site Class B
1.0	0.076 S_1, Site Class B

Detailed IBC design criteria are available at http://earthquake.usgs.gov/research/hazmaps/design/.

§ 7-20-050(h). Expansive Soil and Rock. There are no known expansive soils or rock units

§ 7-20-050-(I). Ground Subsidence Hazard. There is a potential for voids in talus deposits resulting from collapse of original voids between boulders, piping, or differential compaction. Detection of such voids can be accomplished by observation during routine soil testing and excavating activities. Available mine maps do not suggest the presences of workings beneath Tract B, and the size of the dumps on the property are in proportion to the scale of workings illustrated on them. However, mine mapping in the Aspen area, particular with regard to smaller mines, is notoriously inaccurate, and soil testing should be sufficient to detect voids that could affect foundation design. As always, excavations for any purpose should be properly backfilled and compacted to prevent subsidence.

General. The materials most likely present in the weathered and vegetated talus, the glacial outwash gravels, and the tunnel dumps are not known to contain radioactive minerals in the area; nevertheless, because radioactive minerals are not unknown in the veins and lodes of the Aspen Mining District, and Precambrian rocks occasionally contain radioactive minerals as well, as noted previously mine refuse used for construction or fill, if any, should be tested, and all inhabited spaces should be designed and constructed to prevent the accumulation of radon as well as other noxious or toxic gases. Water and waste disposal will be provided through connections with City of Aspen utilities. As always, irrespective of other recommendations contained herein, all excavations, roadways, foundations, utility installations, final grading, landscaping, and other improvements should be designed and constructed in such a manner as to convey water, including snowmelt, away from the improvements and properly integrated into both constructed and natural drainage systems as appropriate.

Conclusions. Steep slope and rockfall hazards are present on Tract B, Pride of Aspen Lode Claim (U.S. Mineral Survey 7364). The steep slope hazard is primarily in the form of potential excavations in the long-abandoned mine dumps and can be mitigated through proper foundation design based on the nature of the excavated material, or by removal from the site. Regarding the natural talus slope mostly if not entirely buried by mine refuse on Tract B, old vegetated talus, which by definition requires significant soil development, is generally stable. While it is

recommended that for evaluation and construction design purposes the bottom of this slope should be treated as the toe of an old stable landslide, nothing in this recommendation should be interpreted as suggesting that properly-designed construction might destabilize higher slopes. The rockfall hazard is present in the form of an exposed steeply-sloping ridge along the northwest side of Tract C immediately above Tract B and a rock pinnacle in Tract C above the upper tunnel dump. Because of shattering of the former and the brecciated structure of the latter, rockfall of fragments larger than 2 feet reaching the bottom the slope with a repeat frequency of less than 100 years is unlikely, and such hazard as does exist can be mitigated by proper design and construction of rockfall energy-dissipating fencing. These and other geologic hazards affecting Tract B are not significantly different from those affecting many other sites in Pitkin County previously approved for development, and design and construction techniques suitable for such conditions are well-established. The property is in a geologically sensitive area, but with mitigation the hazards to which the property is exposed can be minimized; nothing in this report, however, should be construed as suggesting that mitigations recommended herein can or will eliminate such hazards in their entirety. If you have any questions or require any further information, please do not hesitate to contact me.

Sincerely yours,

Bruce A. Collins, Ph.D.
Consulting Geologist

cc: Lyle Reeder

IMPORTANT NOTICE: This report concerns natural processes that are unpredictable and in large measure poorly understood. It is intended to identify potential observable hazards within the scope of work to which the subject property is exposed and to suggest mitigating measures in compliance with applicable regulations. Nothing in this report should be construed or interpreted as suggesting the absence of the described hazards, or that the recommended mitigations will protect the subject property from the described hazards under all circumstances, foreseen or unforeseen. Nothing in this report should be construed or interpreted as suggesting that additional unidentified hazards are not present. It must also be understood that "mitigation" does not mean either the elimination of the hazard(s) or prevention of the consequences of a hazard event or events, only the reduction to the extent reasonably possible of the latter. By accepting this report all present and subsequent parties thereto agree to indemnify and hold harmless the preparer for any and all damages, direct, indirect or consequential, including personal injury or loss of life, above and beyond the original cost of this study, caused by or resulting from any occurrence of the described or other hazard(s), whether or not such damages may result from failure to identify said hazard(s) or from failure or inadequacy of properly engineered, constructed, and maintained recommended mitigations. The preparer of this report cannot and will not be responsible in any way or manner whatsoever for the proper engineering, construction, and/or maintenance of recommended mitigations, or the inadequacy or failure of improperly engineered, constructed, and/or maintained recommended mitigations, or mitigations that have been altered in any way whatsoever from those recommended by the preparer. This report may be amended or withdrawn without notice at any time prior to receipt of payment therefor.

AH.D-1

STATE OF COLORADO

COLORADO GEOLOGICAL SURVEY--*serving the people of Colorado*

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COLORADO
DEPARTMENT OF
NATURAL
RESOURCES

March 4, 2011

Ms. Suzanne Wolff
Pitkin County Community Development
130 South Galena Street Aspen, CO 81611
Suzanne.Wolff@co.pitkin.co.us

Re: Pride of Aspen PUD and Activity Envelope Application, PI-11-0006_1

Dear Ms. Wolff:

Thank you for the submittal of the above referenced proposal. The applicant would like to establish a residential home on the Pride of Aspen Lode Mining claim. It is approximately 10 acres. The building envelope will be placed in the northwest section of the site. Due to snow and adverse ground conditions, I was unable to fully evaluate site conditions, soil constraints, and geologic hazards.

As noted in the application, the majority of the site contains steep slopes, rockfall hazards, avalanche hazards, potentially unstable slopes, subsidence hazards from past mining, and uncontrolled fill (tailings). Though the building envelope will be placed in an area where slopes are 30 percent or less, the driveway, and potentially, hazard mitigation structures, would be located in areas where slopes are greater than 30 percent.

1041 hazard maps show that most of the lot is located in an area with potential avalanche and slope stability hazards. An avalanche hazard report, by Art Mears, suggests that the lower end of the property is subject to blue or moderate avalanche hazards and that such hazards would extend to the tailings area. The Mears report was very preliminary in nature, no maps were included, and no quantitative analysis of hazards was completed. In addition, it appears that Mr. Mears did not review site-specific plans.

Mr. Mears has considerable experience in evaluation of avalanche hazards; however, his report contains very little information to justify his conclusions. In addition, because the report contains illegible figures and no maps, it is very difficult to determine the extent and degree of the hazards briefly described in his report. It would be prudent to fully evaluate, document, and map avalanche hazards. Additional discussion and justification of hazard ratings (red vs. blue) should also be submitted.

Rockfall hazards are discussed in the Mears report and a geologic report by Bruce Collins. Since I could not fully evaluate site conditions, I cannot confirm the observations reported by Mr. Collins. His explanation of general geologic conditions, taken from existing geologic mapping, does appear to be correct.

Without further documentation by the applicant and/or the ability to walk the entire site, I can't verify the conclusions about other site hazards like rockfall. Again, both reports were very preliminary in nature, no maps were included, and no evaluation of the site plan was completed.

It would be prudent to fully evaluate, document, and map all hazards. Additional discussion and justification of avalanche hazard ratings (red vs. blue) should be submitted. Preliminary rockfall hazard mitigation plans should be submitted. This will require analysis of hazards to both the proposed home and driveway and require a quantitative analysis. Significant cuts and fills for the driveway, rockfall mitigation, and building pads, should be evaluated for stability.

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Mr. Collins states that available mine maps do not suggest the presence of mining workings on Tract B; however, he does not discuss the risk of subsidence for other tracts; including the proposed site plan. These risks should be clarified. Mr. Collins states that routine soils testing should be sufficient to determine voids from past mining and potential subsidence hazards. This may or may not be true depending on the depth of mine workings. Additional detail on potential subsidence hazards should be done now that a site plan has been submitted.

Both Mr. Mears and Mr. Collins noted that due to lack of a detailed site plan and adequate topography, no attempt was made to perform quantitative hazard assessments. Now that both a site plan and detailed topography are available, it would be prudent to perform such work.

Please contact me if you have any questions or concerns. I can be reached at 303.866.2611 ext. 8315 or by email at karen.berry@state.co.us.

Sincerely,

Karen A. Berry
Geological Engineer, PG, AICP, CPESC-SWQ

HOUGLAND & ASSOCIATES

CONSULTING ON WILDFIRE HAZARD MITIGATION
FIRE PROTECTION AND BUILDING & FIRE CODES

October 18, 2006

Mr. Lyle Reeder
Aspen, CO 81611

Subject: Wildfire Hazard Mitigation for the Gramiger Estate property located in Pitkin County, south of 4th Street near Aspen, Colorado. Property is also identified as Pride of Aspen M.S. 7364

Dear Mr. Reeder,

Thanks for meeting me on Thursday September 28th to provide me with information regarding this property and the proposed building site. I went to the site to measure slopes, take photos and evaluate the wildfire hazard conditions. I will qualify my observations as those of conditions as they now exist.

The area indicated as the probable building site is in the vicinity of the mine dump and is located in the lower portion of the property approximately 100 to 200-feet from the north property line measured horizontally. The area above is more densely covered with various types of vegetation on slopes above 45% that I determine to be a high wildfire hazard area. The area around the probable building site is less densely vegetated and neared to the toe of the slope, however there are a considerable number of conifers, oak and service berry and I determine this to be a Medium Wildfire Hazard Area. The site provides the opportunity to develop and maintain defensible space.

Vegetation Management and Modification Recommended:

1. Around the proposed house and beyond the furthermost projection of combustible construction of this building for a distance of 15-feet the area should be of primarily noncombustible hard scape surfaces. Woody vegetation should not be planted within this area. Firewood or other combustible materials should not be stored within this area. If the owner would like to maintain some trees or small clusters of trees or shrubs in the vicinity of the buildings this may be done if the 15-foot area is extended outward from the furthest growth expected from the mature trees and shrubs. In other words, these trees and shrubs should have defensible space as the buildings do. Crowns of vegetation within these clusters should be at least10-feet from any portion of the buildings. Limbs of trees within these clusters should be pruned to one half the height of the tree or 10-feet whichever is less.

2. Beyond the 15-foot area up to 45-feet or the property lines maintain natural and/or irrigated grass at less than 6-inches and thin existing trees and brush into individual or

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clusters. To the south on the steep slope above buildings no oak, service berry or conifer trees should be retained or planted where the mature vegetation drip line is within 25-feet of any combustible projection of the house. The exception would be aspen or conifer trees that are separated from other trees by 25-feet drip line to drip line. Limbs of trees should be pruned to one half the height of the tree or 10-feet whichever is less. No brush or shrubs which when mature will be tall enough act as ladder fuel should be provided or maintained around the trees. Clusters of bushes or trees should be separated from each other and from those beyond the 35-foot area by a distance of 2 ½ times the height of the mature vegetation. The diameter of a cluster should be limited to 2 ½ times the height of the mature vegetation. As an example: If the expected mature height of the vegetation is 10 feet then the diameter of the cluster should be no greater than 25 feet and the distance between clusters should be greater than 25 feet. Ideally the plant material growing between trees and clusters of bushes or trees is grass maintained at 6-inches or less. Thin and remove lower branches of brush or shrubs within clusters or individual plants to eliminate ladder fuel. Most of the shrubs that will be cut are vigorous sprouting plants and the cut ends should be treated with a product named Garlon® or an equivalent by a by person licensed to apply herbicides. Cut materials should be either removed or chipped and spread.

3. For a distance of 100-feet or to the property line remove all standing dead and deadfall. Cut and collected materials should be removed or chipped and spread.

New Construction, Additions:
Pitkin County has Structural Design and Construction Requirements, the following are paraphrased from the Pitkin County Land Use Code, chapter 7, Section 7-20-60 Wildfire Hazards and may or may not contain exact language but it is intended to be consistent with the intent and purpose of the Pitkin County requirements:

Roofs shall be constructed with a Class-A roof assembly as defined in the 2003 International Building Code (IBC) Section 1505.2. Wood shake/shingle roof coverings are prohibited in all wildfire hazard areas. Roofs with less than a 3:12 pitch are not permitted in wildfire areas unless they comply with the following:

1) All roof coverings shall be Class-A materials approved for installation on a Class-A roof assembly.
2) All roof coverings shall have a surface that shall facilitate the natural process of clearing the roof.
3) All roof designs shall facilitate the natural process of clearing roof debris. Protrusions above the roof line, such as parapets, shall be prohibited.
4) Roofs shall be installed as required by the adopted building code and shall have a minimum slope of 1:48.
5) All roof designs, coverings or equivalent assemblies shall be specifically approved by the Fire Marshal prior to submittal of a building permit application.
6) Vents: Soffit Vents shall be located in the outer 1/3rd of the overhang and screened with corrosive resistant wire mesh, with mesh one-fourth inch (¼") maximum.

Maintenance:

a) Roofs and gutters shall be kept clear of debris.
b) Area shall be kept clear of all litter, slash and flammable debris.
c) All flammable materials shall be stored on a parallel contour a minimum of fifteen feet (15') away from any structure.
d) Weeds and grasses within the fifteen-foot (15') perimeter and under trees shall be maintained to a height of not more than six inches (6").

Miscellaneous:

a) Firewood/wood piles shall be stacked on a parallel contour a minimum of fifteen feet (15') away from the structure.
b) Fences shall be kept clear of brush and debris.
c) Wood fences shall not connect to the structure.
d) Any outbuildings or additional structures shall adhere to the same standards as structures.
e) Each structure shall have a minimum of one ten (10) pound Class ABC fire extinguisher.
f) Addresses shall be clearly marked with two-inch (2") non-combustible letters and shall be visible at the primary point of access from the public or common access road and installed on a non-combustible post.

I also recommend a publication titled "Firewise Construction Design and Materials" available from the Colorado State Forest Service.

If you have comments, questions or require additional information please contact me.

Sincerely,

Art Hougland

NOTICE: This Wildfire Hazard Mitigation Analysis along with observations and recommendations is intended to be an aid to the owner, architect and vegetation management and/or landscape design and implementation professionals in the development of defensible space and of fire wise construction documents. The review of the existing wildfire hazard potential on this property and the observations and recommendations for the mitigation of these hazards does not constitute an acceptance of any responsibility by Hougland & Associates for errors, omissions or discrepancies. The behavior of wildfire is acknowledged to be capricious in nature. Hougland & Associates does not proclaim that circumstances, including improper maintenance, may not arise that would permit wildfire to overwhelm the mitigation measures recommended or implemented. Observations and recommendations are intended to be collaborative with wildfire hazard mitigation guidelines of the Colorado State Forest Service and of other nationally recognized standards and are intended to be constructive and in support of the owners interest.

HP Geotech
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email: hpgeo@hpgeotech.com

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SUBSOIL STUDY
FOR FOUNDATION DESIGN
PROPOSED RESIDENCES
501 WEST HOPKINS AVENUE
ASPEN, COLORADO

JOB NO. 106 0775

AUGUST 31, 2006

PREPARED FOR:

ASPEN DEVCO, LLC
ATTN: RON WALLACE
236 JUNIPER COURT
BASALT, COLORADO 81621

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ASPEN
BUILDING DEPARTMENT

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FIGURE 1 - LOCATION OF EXPLORATORY BORINGS

FIGURE 2 - LOGS OF EXPLORATORY BORINGS

FIGURE 3 - LEGEND AND NOTES

FIGURE 4 - GRADATION TEST RESULTS

FIGURE 5 – TYPICAL DRYWELL DETAIL

TABLE 1- SUMMARY OF LABORATORY TEST RESULTS

TABLE 2 – PERCOLATION TEST RESULTS

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PURPOSE AND SCOPE OF STUDY

This report presents the results of a subsoil study for foundation design of the proposed residences to be located at 501 West Hopkins Avenue, Aspen, Colorado. The project site is shown on Figure 1. The purpose of this report is to provide an update of the recommendations presented in our previous report (Hepworth – Pawlak Geotechnical, Inc, 2001) for the current proposed project. Our services were conducted in accordance with our agreement for geotechnical engineering services to Aspen Devco, LLC dated August 29, 2006.

A field exploration program consisting of exploratory borings was conducted at the time of our previous study to obtain information on the subsurface conditions and we recently returned to the lot to confirm the site conditions. Samples of the subsoils obtained during the field exploration were tested in the laboratory to determine their classification and other engineering characteristics. The results of the field exploration and laboratory testing were analyzed to develop recommendations for foundation types, depths and allowable pressures for the proposed building foundation. This report summarizes the data obtained during this study and presents our conclusions, design recommendations and other geotechnical engineering considerations based on the proposed construction and the subsurface conditions encountered.

PROPOSED CONSTRUCTION

A total of four residential buildings are proposed on the property, a single family residence on Lot 1, two townhouse buildings on Lot 2 and an accessory dwelling unit (ADU) building on Lot 2. The proposed residences will be 2 story wood frame structures over an interconnected basement level. The garage and basement floors will be slab-on-grade. Grading for the structures will be relatively extensive and involve cuts up to about 12 feet deep and extend throughout most of the property. We assume relatively light to moderate foundation loadings, typical of the proposed type of construction.

If building loadings, location or grading plans change significantly from those described above, we should be notified to re-evaluate the recommendations contained in this report.

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SITE CONDITIONS

The site was observed for the current study review on August 29, 2006 and appeared in similar condition to that described in our previous report. The ground surface is relatively flat with a slight slope down to the east with about 6 feet of elevation difference across the site. A steep slope is located uphill to the south of the site. Vegetation consists of scattered scruboak, sagebrush, grass and weeds. Cobbles and boulders are exposed on the ground surface.

FIELD EXPLORATION

The field exploration for the original study was conducted on November 9, 2001. Four exploratory borings were drilled at the locations shown on Figure 1 to evaluate the subsurface conditions. The borings were advanced with 4 inch diameter continuous flight augers powered by a truck-mounted Longyear BK-51HD drill rig. The borings were logged by a representative of Hepworth-Pawlak Geotechnical, Inc.

Samples of the subsoils were taken with a 1⅜ inch I.D. spoon sampler. The sampler was driven into the subsoils at various depths with blows from a 140 pound hammer falling 30 inches. This test is similar to the standard penetration test described by ASTM Method D-1586. The penetration resistance values are an indication of the relative density or consistency of the subsoils. Depths at which the samples were taken and the penetration resistance values are shown on the Logs of Exploratory Borings, Figure 2. The samples were returned to our laboratory for review by the project engineer and testing.

SUBSURFACE CONDITIONS

Graphic logs of the subsurface conditions encountered at the site are shown on Figure 2. The subsoils generally consist of about ½ foot of topsoil overlying relatively dense, silty sandy gravel containing cobbles and boulders. Drilling in the dense granular soils with auger equipment was difficult due to the cobbles and boulders and drilling refusal was encountered in the deposit. Based on our experience in the area, we expect the gravel deposit is relatively thick and extends to well below the proposed basement grades.

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Laboratory testing performed on samples obtained from the borings included natural moisture content and gradation analyses. Results of gradation analyses performed on small diameter drive samples (minus 1½ inch fraction) of the natural coarse granular subsoils are shown on Figure 4. The laboratory testing is summarized in Table 1.

No free water was encountered in the borings at the time of drilling and the subsoils were slightly moist to moist. The groundwater level should be relatively deep.

DESIGN RECOMMENDATIONS

FOUNDATIONS

Considering the subsurface conditions encountered in the exploratory borings and the nature of the proposed construction, we recommend the buildings be founded with spread footings bearing on the natural granular soils.

The design and construction criteria presented below should be observed for a spread footing foundation system.

1) Footings placed on the undisturbed natural granular soils should be designed for an allowable bearing pressure of 4,000 psf. Based on experience, we expect settlement of footings designed and constructed as discussed in this section will be about 1 inch or less.
2) The footings should have a minimum width of 16 inches for continuous walls and 2 feet for isolated pads.
3) Exterior footings and footings beneath unheated areas should be provided with adequate soil cover above their bearing elevation for frost protection. Placement of foundations at least 42 inches below exterior grade is typically used in this area.
4) Continuous foundation walls should be reinforced top and bottom to span local anomalies and better withstand differential movement, such as by assuming an unsupported length of at least 10 feet. Foundation walls acting as retaining structures should also be designed to resist lateral earth

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pressures as discussed in the "Foundation and Retaining Walls" section of this report.

5) All existing fill, topsoil and any loose or disturbed soils should be removed and the footing bearing level extended down to the undisturbed natural granular soils. Voids created by the removal of large rocks should be backfilled with compacted on-site sandy gravel or with concrete.

6) A representative of the geotechnical engineer should observe all footing excavations prior to concrete placement to evaluate bearing conditions.

FOUNDATION AND RETAINING WALLS

Foundation walls and retaining structures which are laterally supported and can be expected to undergo only a slight amount of deflection should be designed for a lateral earth pressure computed on the basis of an equivalent fluid unit weight of at least 45 pcf for backfill consisting of the on-site granular soils. Cantilevered retaining structures which are separate from the buildings and can be expected to deflect sufficiently to mobilize the full active earth pressure condition should be designed for a lateral earth pressure computed on the basis of an equivalent fluid unit weight of at least 40 pcf for backfill consisting of the on-site granular soils. Backfill should not contain vegetation, topsoil or oversized rock.

All foundation and retaining structures should be designed for appropriate hydrostatic and surcharge pressures such as adjacent footings, traffic, construction materials and equipment. The pressures recommended above assume drained conditions behind the walls and a horizontal backfill surface. The buildup of water behind a wall or an upward sloping backfill surface will increase the lateral pressure imposed on a foundation wall or retaining structure. An underdrain should be provided to prevent hydrostatic pressure buildup behind walls.

Backfill should be placed in uniform lifts and compacted to at least 90% of the maximum standard Proctor density at a moisture content at to slightly above optimum. Backfill in pavement and walkway areas should be compacted to at least 95% of the maximum standard Proctor density. Care should be taken not to overcompact the backfill or use

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large equipment near the wall, since this could cause excessive lateral pressure on the wall. Some settlement of deep foundation wall backfill should be expected, even if the material is placed correctly, and could result in distress to facilities constructed on the backfill.

The lateral resistance of foundation or retaining wall footings will be a combination of the sliding resistance of the footing on the foundation materials and passive earth pressure against the side of the footing. Resistance to sliding at the bottoms of the footings can be calculated based on a coefficient of friction of 0.45. Passive pressure of compacted backfill against the sides of the footings can be calculated using an equivalent fluid unit weight of 400 pcf. The coefficient of friction and passive pressure values recommended above assume ultimate soil strength. Suitable factors of safety should be included in the design to limit the strain which will occur at the ultimate strength, particularly in the case of passive resistance. Fill placed against the sides of the footings to resist lateral loads should be compacted to at least 95% of the maximum standard Proctor density at a moisture content near optimum.

FLOOR SLABS

The natural on-site soils, exclusive of topsoil, are suitable to support lightly loaded slab-on-grade construction. To reduce the effects of some differential movement, floor slabs should be separated from all bearing walls and columns with expansion joints which allow unrestrained vertical movement. Floor slab control joints should be used to reduce damage due to shrinkage cracking. The requirements for joint spacing and slab reinforcement should be established by the designer based on experience and the intended slab use. A minimum 4 inch layer of free-draining gravel should be placed beneath basement level slabs to facilitate drainage. This material should consist of minus 2 inch aggregate with at least 50% retained on the No. 4 sieve and less than 2% passing the No. 200 sieve.

All fill materials for support of floor slabs should be compacted to at least 95% of maximum standard Proctor density at a moisture content near optimum. Required fill can consist of the on-site granular soils devoid of vegetation, topsoil and oversized rock.

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UNDERDRAIN SYSTEM

Although free water was not encountered during our exploration, it has been our experience in area that local perched groundwater can develop during times of heavy precipitation or seasonal runoff. Frozen ground during spring runoff can create a perched condition. We recommend below-grade construction, such as retaining walls, crawlspace and basement areas, be protected from wetting and hydrostatic pressure buildup by an underdrain system.

The drains should consist of drainpipe placed in the bottom of the wall backfill surrounded above the invert level with free-draining granular material. The drain should be placed at each level of excavation and at least 1 foot below lowest adjacent finish grade and sloped at a minimum 1% to a sump and pump or drywell. Free-draining granular material used in the underdrain system should contain less than 2% passing the No. 200 sieve, less than 50% passing the No. 4 sieve and have a maximum size of 2 inches. The drain gravel backfill should be at least 1½ feet deep.

SURFACE DRAINAGE

The following drainage precautions should be observed during construction and maintained at all times after the building have been completed:

1) Inundation of the foundation excavations and underslab areas should be avoided during construction.
2) Exterior backfill should be adjusted to near optimum moisture and compacted to at least 95% of the maximum standard Proctor density in pavement and slab areas and to at least 90% of the maximum standard Proctor density in landscape areas.
3) The ground surface surrounding the exterior of the building should be sloped to drain away from the foundation in all directions. We recommend a minimum slope of 6 inches in the first 10 feet in unpaved areas and a minimum slope of 2½ inches in the first 10 feet in paved areas.
4) Roof downspouts and drains should discharge well beyond the limits of all backfill.

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DRYWELL CONSIDERATIONS

Drywells are proposed on the property to dispose of surface water runoff. As part of our observation on August 29, 2006, a pit was excavated in the northeast corner of the property to a depth of about 11 feet. The soils exposed in the pit were similar to the soils encountered in the previous study. As part of our previous study, a percolation test was conducted in Boring 4, located in the northwest corner of the property. Slotted PVC pipe was placed in Boring 4 following drilling to perform the percolation test. The percolation test results are presented in Table 2. The percolation rate varied from about 1.2 to 3.2 minutes per inch under a water head of about 2 to 3 feet. We expect the percolation rate would be much higher under a full head of a design storm runoff. A minimum size drywell of 5 feet diameter by 5 feet perforated length is recommended as shown on Figure 5. The top of the perforated section should be at least 2 feet below the basement floor slab elevation. The actual capacity of the drywell could be determined after its construction. A backup drywell or sump and pump should be provided in the event the drywell capacity is exceeded. An open graded drain gravel having a maximum size of 2 inches and less than 2% passing the No. 200 sieve should be used as backfill inside and outside of the perforated section. The on-site granular soils, excluding rocks greater than about 6 inches in size, can be used around non-perforated sections. Underground inlet pipes should be placed below frost depth. If drywell disposal capacity is desired, we should be contacted for further analysis.

LIMITATIONS

This study has been conducted in accordance with generally accepted geotechnical engineering principles and practices in this area at this time. We make no warranty either express or implied. The conclusions and recommendations submitted in this report are based upon the data obtained from the exploratory borings drilled at the locations indicated on Figure 1, the proposed type of construction and our experience in the area. Our services do not include determining the presence, prevention or possibility of mold or other biological contaminants (MOBC) developing in the future. If the client is concerned about MOBC, then a professional in this special field of practice should be

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consulted. Our findings include interpolation and extrapolation of the subsurface conditions identified at the exploratory borings and variations in the subsurface conditions may not become evident until excavation is performed. If conditions encountered during construction appear different from those described in this report, we should be notified so that re-evaluation of the recommendations may be made.

This report has been prepared for the exclusive use by our client for design purposes. We are not responsible for technical interpretations by others of our information. As the project evolves, we should provide continued consultation and field services during construction to review and monitor the implementation of our recommendations, and to verify that the recommendations have been appropriately interpreted. Significant design changes may require additional analysis or modifications to the recommendations presented herein. We recommend on-site observation of excavations and foundation bearing strata and testing of structural fill by a representative of the geotechnical engineer.

Respectfully Submitted,

HEPWORTH - PAWLAK GEOTECHNICAL, INC.

COLORADO REGISTERED JORDY ZAN ADAMSON JR. 29707 9/11/06 PROFESSIONAL ENGINEER

Jordy Z. Adamson, Jr., P.E.

Reviewed by:

Steven L. Pawlak, P.E.

JZA/ksw

cc: JCI Construction – Attn: Ken Janckila
LMA Architects – Attn: Luis Menendez

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REFERENCE

Hepworth-Pawlak Geotechnical, Inc., 2001. *Subsoil Study for Foundation Design, Proposed Boomerang Club Chalets, Between 4th and 5th Streets on South Side of Hopkins Avenue, Aspen, Colorado.* Job No. 101 733, dated November 16, 2001.

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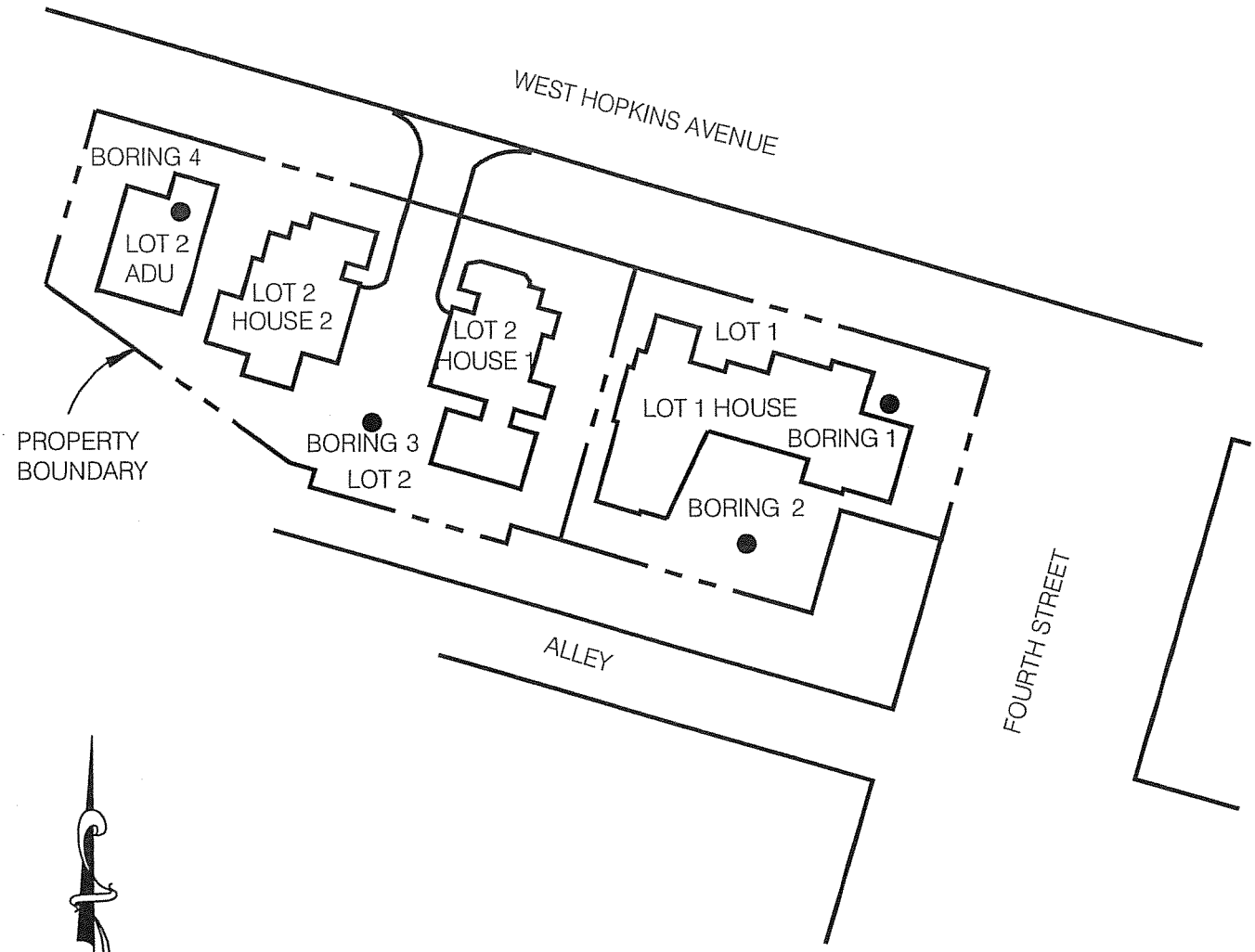

APPROXIMATE SCALE
1" = 50'

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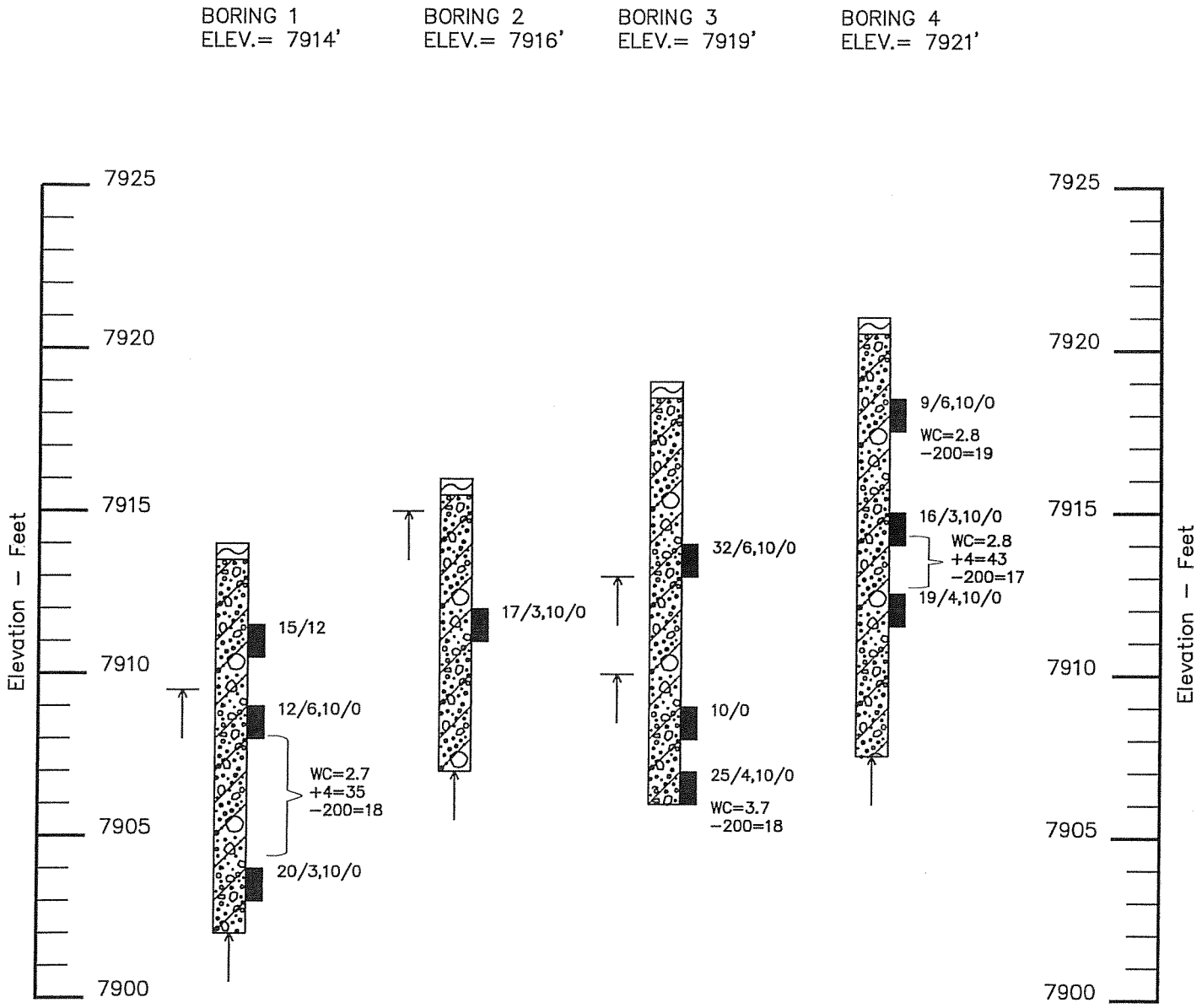
106 0775	HP Geotech HEPWORTH-PAWLAK GEOTECHNICAL	LOCATION OF EXPLORATORY BORINGS	Figure 1



Note: Explanation of symbols is shown on Fig. 3.

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106 0775	HEPWORTH–PAWLAK GEOTECHNICAL, INC.	LOGS OF EXPLORATORY BORINGS	Figure 2

LEGEND:

TOPSOIL; silty sand, organic, moist, black.

GRAVEL (GM); silty, sandy, with cobbles and boulders, dense, slightly moist, brown.

Drive sample; standard penetration test (SPT), 1 3/8 inch I.D. split spoon sample, ASTM D-1586.

15/12 Drive sample blow count; indicates that 15 blows of a 140 pound hammer falling 30 inches were required to drive the SPT sampler 12 inches.

Practical drilling refusal. Where shown above bottom of log, indicates that multiple attempts were made to advance the boring.

NOTES:

1. Exploratory borings were drilled on November 9 and 12, 2001 with a 4-inch diameter continuous flight power auger.
2. Locations of exploratory borings were measured approximately by pacing from features shown on the site plan provided.
3. Elevations of exploratory borings were obtained by interpolation between contours on the site plan provided and checked by instrument level.
4. The exploratory boring locations and elevations should be considered accurate only to the degree implied by the method used.
5. The lines between materials shown on the exploratory boring logs represent the approximate boundaries between material types and transitions may be gradual.
6. No free water was encountered in the borings at the time of drilling. Fluctuation in water level may occur with time.
7. Laboratory Testing Results:
   WC = Water Content (%)
   +4 = Percent retained on No. 4 sieve.
   -200 = Percent passing No. 200 sieve.

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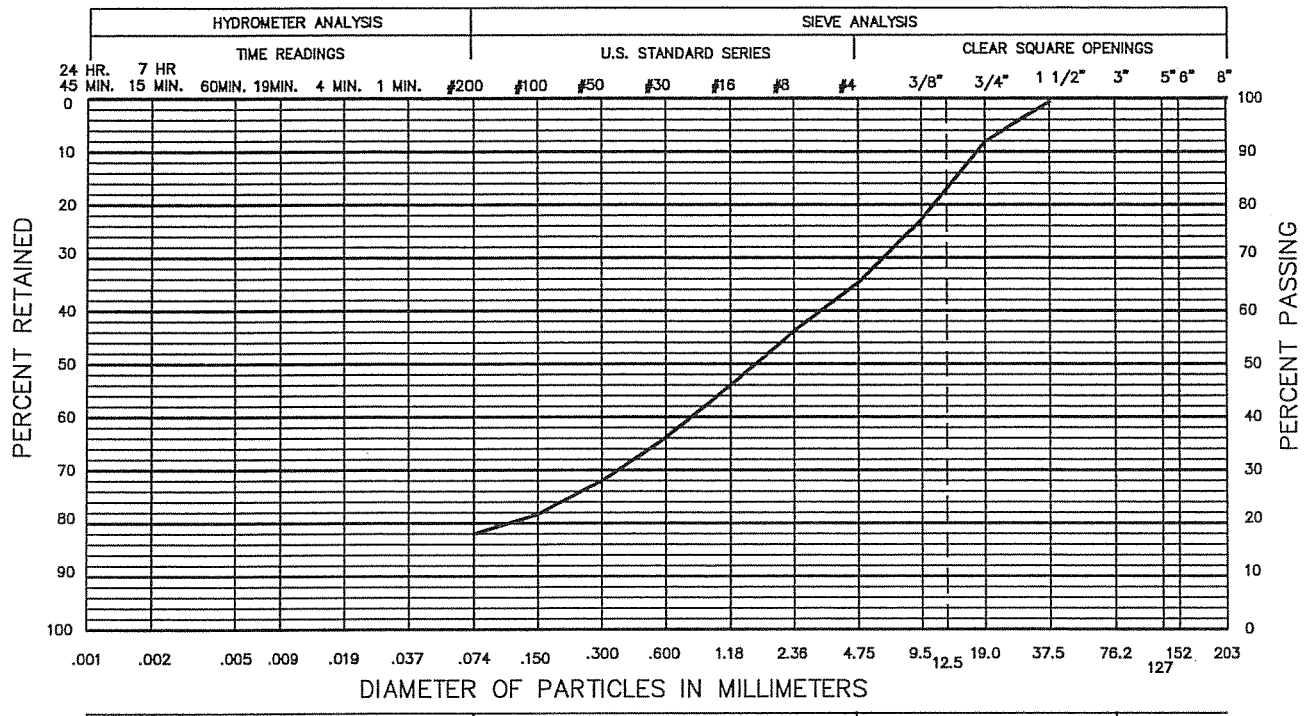
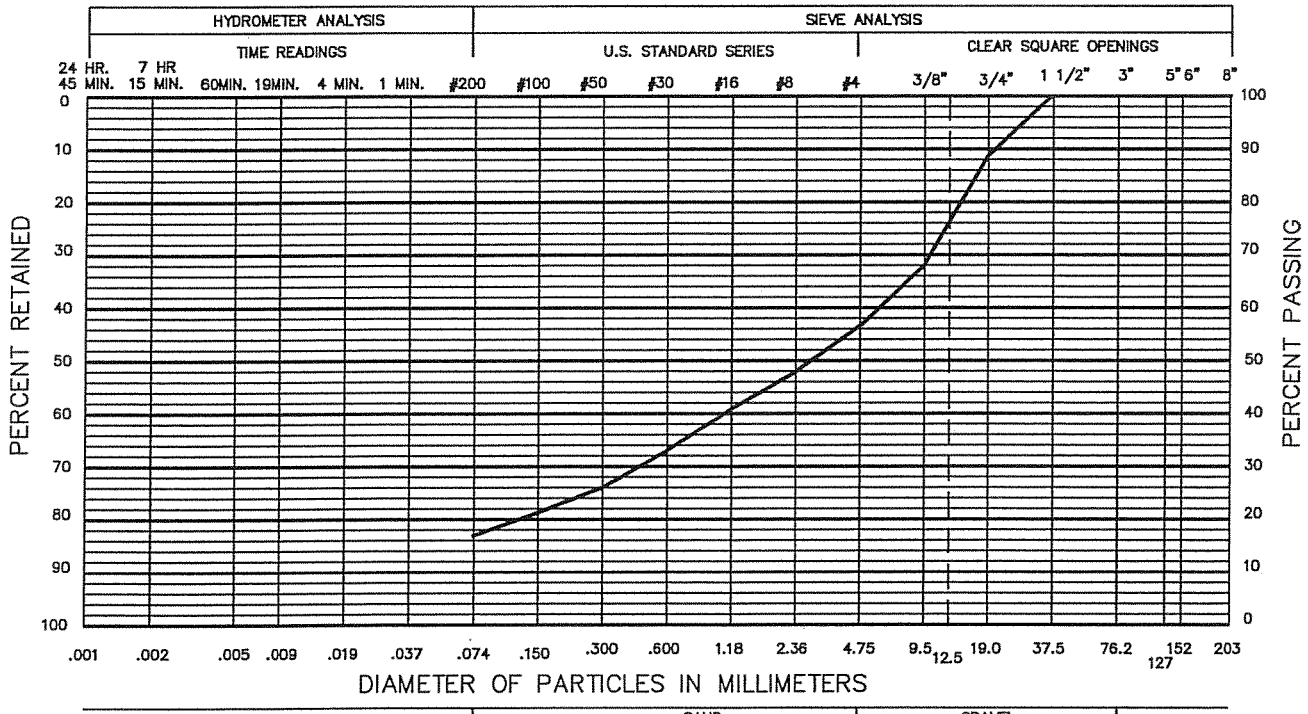


GRAVEL 35 % SAND 47 % SILT AND CLAY 18 %

LIQUID LIMIT % PLASTICITY INDEX %

SAMPLE OF: Silty Sand and Gravel FROM: Boring 1 at 5 and 10 Feet Combined



GRAVEL 43 % SAND 40 % SILT AND CLAY 17 %

LIQUID LIMIT % PLASTICITY INDEX %

SAMPLE OF: Silty Sand and Gravel FROM: Boring 4 at 6 and 8.5 Feet Combined

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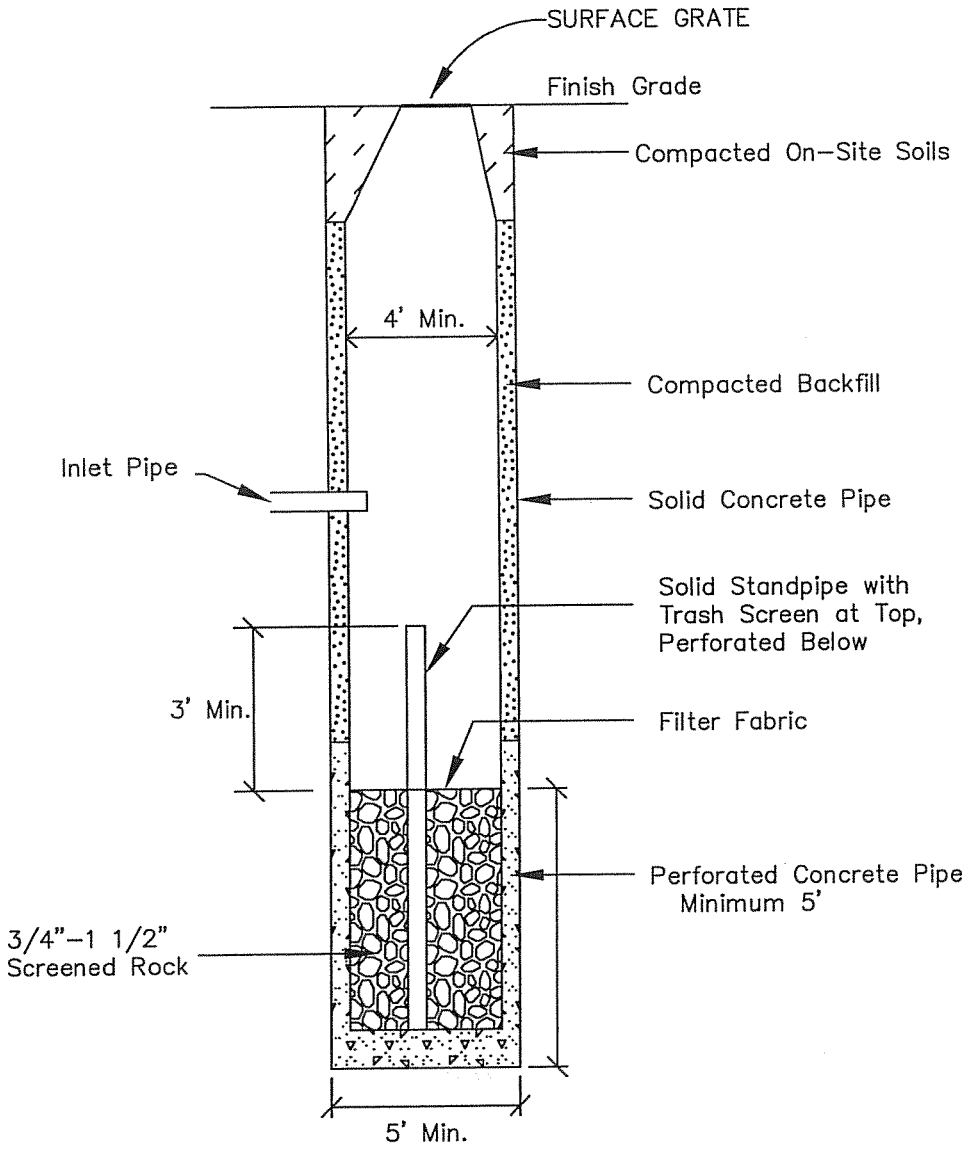
106 0775	HEPWORTH—PAWLAK GEOTECHNICAL, INC.	GRADATION TEST RESULTS	Figure 4



Dry Well Schematic

Not to Scale

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HEPWORTH-PAWLAK GEOTECHNICAL, INC.

TABLE 1

SUMMARY OF LABORATORY TEST RESULTS

Job No. 106 0775

SAMPLE LOCATION		NATURAL MOISTURE CONTENT	NATURAL DRY DENSITY	GRADATION		PERCENT PASSING NO. 200 SIEVE	ATTERBERG LIMITS		UNCONFINED COMPRESSIVE STRENGTH		SOIL OR BEDROCK TYPE
BORING	DEPTH (ft)	(%)	(pcf)	GRAVEL (%)	SAND (%)		LIQUID LIMIT (%)	PLASTIC INDEX (%)	(PSF)		
1	5 & 10 combined	2.7		35	47	18					Silty sand and gravel
3	12	3.7				18					Silty sand and gravel
4	2½	2.8				19					Silty sand and gravel
	6 & 8½ combined	2.8		43	40	17					Silty sand and gravel

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TABLE 2
PERCOLATION TEST RESULTS

JOB NO. 106 0775

HOLE NO.	HOLE DEPTH (INCHES)	LENGTH OF INTERVAL (MIN)	WATER DEPTH AT START OF INTERVAL (INCHES)	WATER DEPTH AT END OF INTERVAL (INCHES)	DROP IN WATER LEVEL (INCHES)	AVERAGE PERCOLATION RATE (MIN./INCH)
Boring 4	119	15	42	29¾	12¼	1.2
		Water added	39½	29½	10	1.5
		Water added	36½	28½	8	1.9
		Water added	45½	32¾	12¾	1.2
			32¾	25½	7¼	2.1
		Water added	29½	24¾	4¾	3.2
		Water added	29	22¼	6¾	2.2

Note: Percolation test was conducted in a 10 foot section of 2½ inch diameter slotted PVC pipe placed in Boring 4 on November 12, 2001.

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September 25, 2012

Luis Menendez
Menendez Architects P.C.
715 W. Main Street, Suite 104
Aspen, CO 81611

Re: Mudflow analysis at 501 West Hopkins WRC File 2235-1

Dear Mr. Menendez:

A mudflow analysis was completed for the area of proposed development at 501 West Hopkins using the FLO-2D model. This analysis used the same parameters and assumptions that were used in the 2001 Surface Drainage Master Plan. These include a peak sediment concentration of 45% by volume and having the inflow hydrographs enter the overland flow portion of each grid element. The topography data, sediment data, and inflow hydrographs used in the master plan were also used in the new model.

To create the pre-project mudflow model, grid size was reduced from the 100-foot dimension found in the master plan to a 50-foot dimension to allow for a more detailed analysis in accordance with the City of Aspen's 2010 Urban Runoff Management Plan (URMP). The local survey was then used to adjust the existing grid node elevations within the survey area if necessary. There are 836 total grid elements in the new mudflow model. Area and width reduction factors were then included in the model in the following fashion: every grid element in the vicinity of the proposed development that was partially blocked by a structure was assigned a unique area reduction factor and flow path width reduction factors; those grid elements outside the area of interest that were partially blocked by a structure were assigned a generic area reduction factor of 0.40 and a generic flow path width reduction factor of 0.50 in all four directions. Existing mudflow depths in the project vicinity are on the order of three inches or less. Data files from the pre-project mudflow model are included in Appendix B on the attached CD.

To create the post-project mudflow model, revisions were made to each of the six nodes that represent the area of proposed development. Area and flow width reduction factors were modified for each of these nodes to reflect the proposed construction. The elevations of the grid elements were not changed at this point as future grading plans have not been established. Changes in mudflow depths were negligible (less than one inch) for all model nodes and all adjacent properties except the node representing the south yard of the proposed construction site. This node had its mudflow depth increase from three inches to nine inches (from elevation 7915.45 to elevation 7915.96). Data files from the initial post-project model are included in Appendix C on the attached CD.

Revisions were then also made to the grid element elevations in an attempt to mitigate the increase in mudflow elevation. Grid elevation revisions were made using a weighted average to account for some of the node area being occupied by the proposed home and some by area outside the parcel being developed. By lowering the proposed

elevation of the south yard by 1.24 feet and the east yard by 0.85', the elevation of the mudflow at the development site will be reduced back to the pre-project elevation of 7915.45. The elevation of the finished floor of the proposed construction has been designated at 7916.50, providing over one foot of mudflow freeboard. Data files from the post-project model including proposed grading are included in Appendix D on the attached CD. Additional items required by the City are included in Appendix A, including a tabular comparison of data and revised mudflow plain mapping.

In conclusion, the proposed construction does not impact mudflow depth at any adjacent properties. Additionally, the proposed site grading changes mitigate for all mudflow impacts to the proposed construction.

If you have any questions or concerns about the mudflow modeling or the proposed changes to your property, please don't hesitate to contact me at 303-757-8513.

Sincerely,

Jessica Nolle, P.E.

Drainage Report

501 West Hopkins Avenue
Aspen, CO

May 23rd, 2016
Revised March 20th, 2017

Prepared by
Richard Goulding, P.E.
Roaring Fork Engineering
592 Highway 82
Carbondale, CO 81623

ROARING FORK ENGINEERING

Drainage Report

501 West Hopkins Avenue
Aspen, CO

I hereby affirm that this report for the improvements at 501 West Hopkins Avenue, Aspen, CO was prepared by me for the owners thereof in accordance with the provisions of the City of Aspen Urban Runoff Management Plan and approved variances and exceptions listed thereto. I understand that it is the policy of the City of Aspen that the City of Aspen does not and will not assume liability for drainage facilities designed by others.

Richard Goulding, P.E.

RFE Project # 2016-11

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1.0 General

1.1 Existing Site

The following report is an evaluation of an undeveloped site located at the intersection of South 4th street and West Hopkins Avenue in Aspen, Colorado. The property is addressed at 501 West Hopkins, which is located within the Aspen mountain drainage basin and within the mudflow zone as defined by the URMP. The property is 7,500 square feet and consists of a grassy field with a minor slope downhill to the north. An existing residence with extensive landscaping is located to the west of the site, with Aspen Mountain to the south with a trail uphill of the property line. Hopkins is located just north of the property, with a sidewalk and landscaping. South 4th Street is road base and is located just to the east, with a trail between the site and the road. A water shutoff is located on the site for previous irrigation purposes. The sewer line is existing under 4th Street in front of the property. Electric and communications are located on the shared northern corner of the neighboring residence, and a gas line runs in front of the site.

View of the site from Hopkins Avenue

A Geotechnical Report was produced on August 31st, 2006. 2 Borings onsite confirmed the sub-soil consisted of .5' of topsoil overlying relatively dense, silty sandy gravel containing cobbles and boulders. A percolation test was conducted on September 17th, 2013 in boring 4, resulting in the slowest percolation rate of 8 inches per hour.

1.2 Proposed Conditions

This project is classified as a 'Major Project' as per Table 1.1 of the URMP. This is because the proposed development is over 1000 square feet (sf) and disturbs an area of approximately 7,400 sf., which is over 98% of the site. This has implications for the design. The intent of this report is to demonstrate

compliance with the requirements of the URMP. The Low Impact Design (LID) Principles in the introduction of the manual were used as a guide throughout the design process. Onsite storm infrastructure has been sized for capacities required by FAA.

The proposed residence is 7,751 square feet (sf) with a 3,200 sf footprint. Extensive landscaping will extend to the property line. Above structure patios and walkways will be located on the south and north side of the structure. The 2 car garage will be accessed from South 4th Street on a snowmelted concrete driveway. Cuts of up to 23' deep are expected for the sub-level excavation. For drainage, two drywells will capture all runoff from roofs and hardscape. These drywells are sized to have capacity for full detention.

Utility connections will be made to the existing infrastructure.

1.3 Previous Drainage Studies

The City of Aspen updated their URMP in 2001 and the property is within the boundaries of the study. The study indicates that the property is within a Mudflow Area, which an analysis was performed and is referred to in section 1.5 of this drainage report.

1.4 Offsite Drainage & Constraints

A portion of the hillside to the south of the site was analyzed as an offsite basin, along with a section of the right of way to the north of the residence. These offsite basins will flow onto the property and be collected in the drywells. However, the drywells have been sized for capacity of the onsite runoff, so if capacity of the drywell is met it will overflow into the right of way. The table below displays the size and the calculated runoff from a 5 year and a 100 year storm. The Time of Concentration for the basin is 5 minutes due to its small size which is the minimum time allowed in the URMP.

Offsite 5 Year Peak Discharge Developed Calculations

						1 Hour(P_1)	0.64	
						Return Period	5	
	Basin ID	Total Area	Imp. Area	Impervious	C Value	Time of C	Intensity	Q Max
	See(D1)	(ft^2)	(ft^2)	(%)	From Table	(T_d)	$I=88.8P_1/(10+T_d)^{1.052}$	(ft^3/sec)
	1	2483.46	0.00	0.00%	0.080	5	3.29	0.02
	2	1528.23	202.83	13.27%	0.140	5	3.29	0.02

Offsite 5 Year Peak Discharge Pre Development Calculations

						1 Hour(P_1)	0.64	
						Return Period	5	
	Basin ID	Total Area	Imp. Area	Impervious	C Value	Time of C	Intensity	Q Max
	See(D1)	(ft^2)	(ft^2)	(%)	From Table	(T_d)	$I=88.8P_1/(10+T_d)^{1.052}$	(ft^3/sec)
	1	2483.46	0.00	0.00%	0.080	5	3.29	0.02
	2	1528.23	0.00	0.00%	0.080	5	3.29	0.01

Offsite 100 Year Peak Discharge Developed Calculations

						1 Hour(P_1)	1.23	
						Return Period	100	
	Basin ID	Total Area	Imp. Area	Impervious	C Value	Time of C	Intensity	Q Max
	See(D1)	(ft^2)	(ft^2)	(%)	From Table	(T_d)	$I=88.8P_1/(10+T_d)^{1.052}$	(ft^3/sec)
	1	2483.46	0.00	0.00%	0.350	5	6.33	0.13
	2	1528.23	202.83	13.27%	0.400	5	6.33	0.09

Offsite 100 Year Peak Discharge Pre Development Calculations

						1 Hour(P_1)	1.23	
						Return Period	10	
	Basin ID	Total Area	Imp. Area	Impervious	C Value	Time of C	Intensity	Q Max
	See(D1)	(ft^2)	(ft^2)	(%)	From Table	(T_d)	$I=88.8P_1/(10+T_d)^{1.052}$	(ft^3/sec)
	1	2483.46	0.00	0.00%	0.350	5	6.33	0.13
	2	1528.23	0.00	0.00%	0.350	5	6.33	0.08

1.5 Mudflow Impacts

A mudflow analysis was completed by WRC for the area of proposed development at 501 West Hopkins using the FLO-2D model. This analysis used the same parameters and assumptions that were used in the 2001 Surface Drainage Master Plan. These include a peak sediment concentration of 45% by volume and having the inflow hydrographs enter the overland flow portion of each grid element. The topography data, sediment data, and inflow hydrographs used in the master plan were also used in the new model.

To create the pre-project mudflow model, grid size was reduced from the 100-foot dimension found in the master plan to a 50-foot dimension to allow for a more detailed analysis in accordance with the City of Aspen's 2010 Urban Runoff Management Plan (URMP). The local survey was then used to adjust the existing grid node elevations within the survey area if necessary. There are 836 total grid elements in the new mudflow model. Area and width reduction factors were then included in the model in the following fashion: every grid element in the vicinity of the proposed development that was partially blocked by a structure was assigned a unique area reduction factor and flow path width reduction factors; those grid elements outside the area of interest that were partially blocked by a structure were assigned a generic area reduction factor of 0.40 and a generic flow path width reduction factor of 0.50 in all four directions. Existing mudflow depths in the project vicinity are on the order of three inches or less.

To create the post-project mudflow model, revisions were made to each of the six nodes that represent the area of proposed development. Area and flow width reduction factors were modified for each of these nodes to reflect the proposed construction. The elevations of the grid elements were not changed at this point as future grading plans have not been established. Changes in mudflow depths were negligible (less than one inch) for all model nodes and all adjacent properties except the node representing the south yard of the proposed construction site. This node had its mudflow depth increase from three inches to nine inches (from elevation **7921.20** to elevation **7921.71**).

By lowering the proposed elevation of the south yard by **1.12** feet and the east yard by **0.85',** the elevation of the mudflow at the development site will be reduced back to the pre-project elevation of 7921.2. The elevation of the finished floor of the proposed construction has been designated at **7922.25**, providing over **12"** of mudflow freeboard.

2.0 Drainage Basins and Sub-basins

The site was divided into 2 major drainage basins, which were then subdivided into smaller sub-basins. A Drainage Exhibit in the appendices illustrates the basins and sub-basin delineations. It lists Impervious Areas, Runoff Coefficients, and Peak Flows.

The sub-basins were created to calculate the concentrated flow from each impervious area, including patios, decks and roofs. These sub-basin peak flows were then used to size the proposed infrastructure.

2.1 Drainage Basins

Basin 1 is 4,875 square feet (sf), 70% impervious, and consists of roof drains, inlets, trench drains, and the landscaping surrounding the west and north, and east sides of the residence. Runoff from this basin is collected and conveyed to Drywell A. This drywell has capacity for full detention for the entire basin. If capacity of the drywell is met, the drywell will emergency overflow out the grated lid and into the right of way.

Basin 2 is 2,944 sf and is 59% impervious. It collects all runoff from the south side of the residence. This includes runoff from downspouts, the patios, and the landscaping. All runoff in Basin 2 is collected in Drywell B where it collects the required capacity for full detention. If the capacity is met, the runoff will emergency overflow and disperse into the grass east of the residence and into the right of way.

2.2 Peak Discharge Calculations

The peak flows were calculated for each Major Basin for the 5 and 100 year storm events. Rainfall intensity was calculated using a Time of Concentration (T_d) of 5 minutes. Actual time of concentration on the site is significantly less than 5 minutes, but according to the City of Aspen URMP, equations used to calculate rainfall intensity are only valid for a Time of Concentration of greater than 5 minutes. So the smallest valid Time of Concentration value was used. The 1 hour Rainfall depth (P_1), given in Table 2.2 as 0.64 inches for the 5-year event and 1.23 inches for the 100-year event. Equation 2.1 was referenced when solving for the Rainfall Intensity.

$$I = 88.8P_1/(10+T_d)^{1.052}$$

Runoff Coefficients (C), a function of the Soil Group (in this case B) and the percentage of impervious area within each basin were developed using Figure 3.2. The Runoff Coefficient (C) was then multiplied by the Rainfall Intensity (I) and the acreage of each Major Basin (A) to determine the peak discharge for each Major Basin. Q allowable was calculated the same way except each basin was treated as undeveloped or 100% pervious. The Peak Discharge (Q_p) is given by equation 3.1.

Q_p= CIA
Q_p= Peak Discharge (cfs)
C= Runoff Coefficient (Unitless)
I= Rainfall intensity (inches per hour)
A= Area (Acres)

Peak flow values were used to calculate the size of the proposed detention and conveyance structures, such as drywells, inlets and piping. The tables below contain the peak flows for developed and undeveloped conditions for 5 and 100 year storm events.

5 Year Peak Discharge Developed Calculations

					1 Hour(P_1)	0.64	
					Return Period	5	
Basin ID	Total Area	Imp. Area	Impervious	C Value	Time of C	Intensity	Q Max
See(D1)	(ft^2)	(ft^2)	(%)	From Table	(T_d)	$I=88.8P_1/(10+T_d)^{1.052}$	(ft^3/sec)
1	4875.27	3397.28	69.68%	0.450	5	3.29	0.17
2	2943.87	1750.07	59.45%	0.370	5	3.29	0.08

5 Year Peak Discharge Pre Development Calculations

					1 Hour(P_1)	0.64	
					Return Period	5	
Basin ID	Total Area	Imp. Area	Impervious	C Value	Time of C	Intensity	Q Max
See(D1)	(ft^2)	(ft^2)	(%)	From Table	(T_d)	$I=88.8P_1/(10+T_d)^{1.052}$	(ft^3/sec)
1	4875.27	0.00	0.00%	0.080	5	3.29	0.03
2	2943.87	0.00	0.00%	0.080	5	3.29	0.02

100 Year Peak Discharge Developed Calculations

					1 Hour(P_1)	1.23	
					Return Period	100	
Basin ID	Total Area	Imp. Area	Impervious	C Value	Time of C	Intensity	Q Max
See(D1)	(ft^2)	(ft^2)	(%)	From Table	(T_d)	$I=88.8P_1/(10+T_d)^{1.052}$	(ft^3/sec)
1	4875.27	3397.28	69.68%	0.590	5	6.33	0.42
2	2943.87	1750.07	59.45%	0.540	5	6.33	0.23

100 Year Peak Discharge Pre Development Calculations

					1 Hour(P_1)	1.23	
					Return Period	100	
Basin ID	Total Area	Imp. Area	Impervious	C Value	Time of C	Intensity	Q Max
See(D1)	(ft^2)	(ft^2)	(%)	From Table	(T_d)	$I=88.8P_1/(10+T_d)^{1.052}$	(ft^3/sec)
1	4875.27	0.00	0.00%	0.350	5	6.33	0.25
2	2943.87	0.00	0.00%	0.350	5	6.33	0.15

3.0 Low Impact Site Design

Low Impact Development (LID) aims to mimic the natural pre-development hydrologic pattern. The goal is to manage storm water as close to its source as is possible. This entire developed site is approximately 66% impervious. The treatment train approach is used on all runoff to increase water quality and percolation.

3.1 Principles

Principle 1: Consider storm water quality needs early in the design process.

The Grading and Drainage design was coordinated with the architect during the design phase. Due to the lack of space for the project, coordination in the design process was key, and due to the mudflow potential, a system with limited pipes and complexity was necessary.

Principle 2: Use the entire site when planning for storm water quality treatment.

Due to the size and limitations of the parcel, it was necessary in the design process to use the site efficiently. Grading away from the residence for the project was difficult to achieve with the flat site. The swale graded around the residence is being used to increase infiltration and treatment before entering the drywells and the city storm system.

Principle 3: Avoid unnecessary impervious area.

Due to the majority of the patios being above structure, they could not be designed as pervious. However, planters have been designed on structure to reduce hardscape.

Principle 4: Reduce runoff rates and volumes to more closely match natural conditions.

The runoff will all be infiltrated into the ground, as the drywells are sized for full detention. There will be no runoff leaving the site.

Principle 5: Integrate storm water quality management and flood control.

The Drywells are being used for water quality, which in itself increases flood control. The drywells will eliminate the peak flow as there is no runoff leaving the site.

Principle 6: Develop storm water quality facilities that enhance the site, the community and the environment.

With the runoff dispersing over a landscaped area, contaminants will be removed before being introduced into the drywells and into the groundwater.

Principle 7: Use treatment train approach.

The majority of downspouts disperse into the landscaping before entering the proposed storm system. The emergency overflow from the drywell will release into a grass field, which will treat the water before entering the city storm system.

Principle 8: Design sustainable facilities that can be safely maintained.

Screens will be placed over downspouts to provide a barrier against vermin and debris. Drainage systems were simply designed so maintenance is minimized. Infrastructure will be just below grade

providing little labor for maintenance. The Owner will sign a maintenance agreement as part of their Certificate of Occupancy.

Principle 9: Design and maintain facilities with public safety in mind.

Proper drainage and grading of the driveway and walkway reduces ice buildup and dangerous icy conditions. All grading was done with safety in mind.

4.0 Hydrological Criteria

4.1 Storm Recurrence and Rainfall

The property is not in the commercial core and is served by any city curb and gutter so this property classifies as a **"Sub-urban area served by public storm sewer"**. 5 and 100 year events were analyzed.

4.2 Peak Runoff Methodology

This site is within the Aspen Mountain Basin, however overflows would require additional infrastructure, so the site shall meet full detention requirements of the site. To determine these capacities, the rainfall from a 100 year storm that is collected on all impervious areas must be detained. No detention is required for pervious areas. Below is a summary.

Full Detention Storage

Basin	Total Area (ft^2)	Impervious Area (ft^2)	Impervious (%)	Full Detention Depth (in)	Factor of Safety F.O.S.	Required Storage (ft^3)	BMP
1	4875.27	3397.28	69.68%	1.23	1	348	Drywell A
2	2943.87	1750.07	59.45%	1.23	1	179	Drywell B

5.0 Hydraulic Criteria

Sub-basins were delineated per the design points of concentrations created by roof drains and inlets. Pipe networks were then created connecting the sub-basins and conveying the flows to the overall points of concentration for each major basin. The 100 year peak flow for each sub-basin was calculated.

Peak Discharge Developed Calculations

					1 Hour(P_1)	1.23	
					Return Period	100	
Basin ID	**Total Area**	**Imp. Area**	**Impervious %**	**C Value**	**Time of C**	**Intensity**	**Q Max**
See(D1)	**ft^2**	**ft^2**	**Percentage**	**From Table**	**(T_d)**	**$I=88.8P_1/(10+T_d)^{01.052}$**	**ft^3/sec**
1.1	97.98	40.70	41.54%	0.500	5	6.33	0.01
1.2	434.54	434.54	100.00%	0.950	5	6.33	0.06
1.3	376.09	134.59	35.79%	0.490	5	6.33	0.03
1.4	240.49	240.49	100.00%	0.950	5	6.33	0.03
1.5	904.22	904.22	100.00%	0.950	5	6.33	0.12
1.6	254.31	254.31	100.00%	0.950	5	6.33	0.04
1.7	138.04	138.04	100.00%	0.950	5	6.33	0.02
1.8	70.93	70.93	100.00%	0.950	5	6.33	0.01
1.9	369.11	369.11	100.00%	0.950	5	6.33	0.05
1.10	713.90	713.90	100.00%	0.950	5	6.33	0.10
1.11	1275.66	96.45	7.56%	0.380	5	6.33	0.07
2.1	302.71	302.71	100.00%	0.950	5	6.33	0.04
2.2	662.36	662.36	100.00%	0.950	5	6.33	0.09
2.3	343.43	343.43	100.00%	0.950	5	6.33	0.05
2.4	209.42	209.42	100.00%	0.950	5	6.33	0.03
2.5	111.77	111.77	100.00%	0.950	5	6.33	0.02
2.6	1314.18	120.38	9.16%	0.380	5	6.33	0.07

5.1 Inlets

The 100 year peak flows were used in the sizing of inlets. Equations 4-17 to 4-20 were used in the analysis. They incorporate a 50% clogging factor and 40% opening in the grates. A water depth of 0.04' was assumed and all the inlets were treated as sumps as they will be set a minimum of .04'(½ Inch) below the flow lines. Below is a summary of each square inlet being tested for capacity against their tributary basin, and below that is every circular inlet calculation.

Sub Basin and Rectangular Inlet Calculations

						1 Hour(P_1)	1.23					m=40%	Y_s=.04 (Depress inlet by 0.04')	
						Return Period	100					C_g=50%	C_o=0.65	
Inlet ID	**Basin ID**	**Total Area**	**Imp. Area**	**Impervious**	**C Value**	**Time of Concentration**	**Intensity**	**Q Max**	**Inlet Type**	**Inlet Width**	**Inlet Length**	**Effective Open Area (EQ. 4-20)**	**Inlet Capacity (EQ 4-19)**	**Has Capacity**
	See(D1)	**(ft^2)**	**(ft^2)**	**(%)**	**(From Table)**	**(T_d)**	**$I=88.8P_1/(10+T_d)^{1.052}$**	**(ft^3/sec)**	**Rectangular**	**W_o (inches)**	**L_o (inches)**	**$A_e=(1-C_g)mW_oL_o$**	**$Q=C_oA_e\sqrt{2gY_s}$**	**(Yes/No)**
A6-TRENCH DRAIN	1.9, 1.10	1083.01	1083.01	100.00%	0.950	5	6.33	0.149	4" x 24.75'	4	297	1.650	1.656	Yes

Sub Basin and Circular Inlet Calculations

						1 Hour(P_1)	1.23				m=40%	Y_s=.04 (Depress inlet by 0.04')	
						Return Period	100				C_g=50%	C_o=0.65	
Inlet ID	**Basin ID**	**Total Area**	**Imp. Area**	**Impervious**	**C Value**	**Concentration**	**Intensity**	**Q Max**	**Inlet Type**	**Diameter**	**Area(EQ. 4-20)**	**Inlet Capacity (EQ 4-19)**	**Has Capacity**
	See(D1)	**(ft^2)**	**(ft^2)**	**(%)**	**From Table**	**(T_d)**	**$I=88.8P_1/(10+T_d)^{1.052}$**	**ft^3/sec**		**W_o (inches)**	**$A_e=(1-C_g)mA$**	**$Q=C_oA_e\sqrt{2gY_s}$**	**(Yes/No)**
A2-INLET	1.3	376.09	134.59	35.79%	0.490	5	6.33	0.027	12" Round	12	0.157	0.183	Yes
DRYWELL A	1.6, 1.8, 1.11	1600.90	421.69	26.34%	0.460	5	6.33	0.107	24" Round	24	0.628	0.732	Yes
B1-INLET	2.3	343.43	343.43	100.00%	0.950	5	6.33	0.047	8" Round	8	0.070	0.081	Yes
DRYWELL B	2.1-2.6	2943.87	1788.07	60.74%	0.570	5	6.33	0.244	24" Round	24	0.628	0.732	Yes

5.2 Pipes

The pipes were analyzed by calculating the flow from the sub basins entering them. Below is table which groups what sub basins are conveyed in each pipe. The TOC is below 5 minutes for all sub-basins, so a reduction was not taken for the intensity. They were tested for hydraulic capacity at 80% full. Depth of flow was also calculated in the spread sheets below. The pipes are all SDR 35 PVC with a manning's coefficient of .01.

Design Q_{design} / Q_{full} charts were downloaded from FHWA. The equations in Section 4.8.4 was used as the basis for these calculations.

Storm System Pipes

Pipe System	Pipe	Contibuting Sub-Basins	Peak Flows (CFS)
A	A1	1.2	0.06
	A2	1.2, 1.3	0.09
	A3	1.2-1.4, OS2	0.21
	A4	1.2-1.5, OS2	0.33
	A5	1.2-1.5, 1.7, OS2	0.35
	A6	1.9, 1.10	0.18
	A7	1.9, 1.10	0.18
B	B1	2.3	0.05
	B2	2.3	0.05

Onsite Piping Capacity

K=0.462

Pipe	Combined Design Flow	Manning Coefficient	Flattest Slope	Equation 4-31	Required Diameter	Design Diameter	Design Diameter-80%	Has Capacity@ 80% full
(ID)	Q (ft^3/sec)	n	(%)S0	d={nQ/KVSo}3/8	(inches)	(inches)	(inches)	Yes/No
A1	0.06	0.01	1.00%	0.20	2.353	4.0	3.200	Yes
A2	0.09	0.01	1.00%	0.23	2.702	4.0	3.200	Yes
A3	0.21	0.01	1.00%	0.31	3.756	6.0	4.800	Yes
A4	0.33	0.01	3.00%	0.30	3.644	6.0	4.800	Yes
A5	0.35	0.01	3.00%	0.31	3.721	6.0	4.800	Yes
A6	0.18	0.01	2.00%	0.26	3.124	4.0	3.200	Yes
A7	0.18	0.01	2.00%	0.26	3.124	4.0	3.200	Yes
B1	0.05	0.01	2.00%	0.16	1.892	4.0	3.200	Yes
B2	0.05	0.01	2.00%	0.16	1.892	4.0	3.200	Yes

Depth Of Flow-section 4.8.4 Sewer Sizing

Pipe	Combined Design Flow	Manning Coefficient	Design Diameter	X-section	Slope	Q -Full	Q-Design/Q Full	d/D	Depth
(ID)	Q (ft^3/sec)	n	(inches)	(ft2)	(%)	(ft3/sec)	Q/Q_{full}	(from Chart)	d= (d/D)*D
A1	0.060	0.01	4.0	0.087	1.00%	0.248	0.242	0.37	1.46
A2	0.087	0.01	4.0	0.087	1.00%	0.248	0.350	0.45	1.80
A3	0.209	0.01	6.0	0.196	1.00%	0.731	0.285	0.41	2.43
A4	0.333	0.01	6.0	0.196	3.00%	1.266	0.263	0.38	2.28
A5	0.352	0.01	6.0	0.196	3.00%	1.266	0.278	0.41	2.43
A6	0.181	0.01	4.0	0.087	2.00%	0.351	0.515	0.57	2.28
A7	0.181	0.01	4.0	0.087	2.00%	0.351	0.515	0.57	2.28
B1	0.047	0.01	4.0	0.087	2.00%	0.351	0.135	0.28	1.10
B2	0.047	0.01	4.0	0.087	2.00%	0.351	0.135	0.28	1.10

Exit Velocities

Pipe	Combined Design Flow	Manning Coefficient	Design Diameter	d/D	Slope	R_h/D	R_h	Exit Velocity
(ID)	Q (ft^3/sec)	n	(inches)	(from Chart)	(%)	(from Chart)	(ft)	$v = [1.49/n] R_h^{2/3} \sqrt{S}$ (ft/sec)
A1	0.060	0.01	4.0	0.37	1.00%	0.104	0.20	5.06
A2	0.087	0.01	4.0	0.45	1.00%	0.104	0.23	5.64
A3	0.209	0.01	6.0	0.41	1.00%	0.104	0.21	5.33
A4	0.333	0.01	6.0	0.38	3.00%	0.104	0.21	9.00
A5	0.352	0.01	6.0	0.41	3.00%	0.104	0.21	9.24
A6	0.181	0.01	4.0	0.57	2.00%	0.104	0.27	8.81
A7	0.181	0.01	4.0	0.57	2.00%	0.104	0.27	8.81
B1	0.047	0.01	4.0	0.28	2.00%	0.104	0.16	6.12
B2	0.047	0.01	4.0	0.28	2.00%	0.104	0.16	6.12

6.0 Proposed Facilities

6.1 Drywell

The proposed drywells collect all runoff from the site in Basin 1 and Basin 2. They are designed to have capacity for full detention. Drywell A is 5’ in diameter and 12.5’ deep, while Drywell B is 4’ in diameter and 10’ deep. They are both 10’ away from the structure and will not affect the foundation. An emergency overflow was designed to release the excess runoff through the manhole lid into landscaped areas that flow to the right of way.

Drywell Storage

Drywell	Basins	Diameter	Storage Depth	Internal Volume	External (18" of Screened Rock) Volume	Total Capacity	Required Capacity
(Name)	(#)	(ft)	(ft)	$\pi*H*(D/2)^2$) (ft^3)	$0.3*\pi*H*((D/2)+1.5)^2 - (D/2)^2$) ($ft^3$)	(ft^3)	(ft^3)
DRYWELL A	1	5	12.5	245	115	360	348
DRYWELL B	2	4	10	126	78	203	179

6.2 Infiltration

Part of the Analysis is to ensure that the drainage structure can completely drain within 24 hours. The minimum depth of perforation the drywell must have is 4’. Below is a calculation showing that there is enough perforation area for the drywell to drain within 24 hours using the percolation rate determined on September 16th, 2013 at 7.5 minutes per inch, or 8 inches per hour. Section 8.5.4.2 was referenced for these calculations.

Drywell A Perforations		
Needed Perforation Area		
Infitration Rate	8	in/hr.
Hydraulic Cond. (K)	0.0002	ft/sec
Required Detention	348.00	ft^3
Required Perforation Area (AP)	43.50	ft^2
Drywell Diameter	5.0	ft
Perforation Depth	4.0	ft
Proposed Perforation Area (AP)	**62.83**	**ft^2**

Drywell B Perforations		
Needed Perforation Area		
Infitration Rate	8	in/hr.
Hydraulic Cond. (K)	0.0002	ft/sec
Required Detention	179.00	ft^3
Required Perforation Area (AP)	22.38	ft^2
Drywell Diameter	4.0	ft
Perforation Depth	4.0	ft
Proposed Perforation Area (AP)	**50.27**	**ft^2**

7.0 Operation and Maintenance

7.1 Drywell

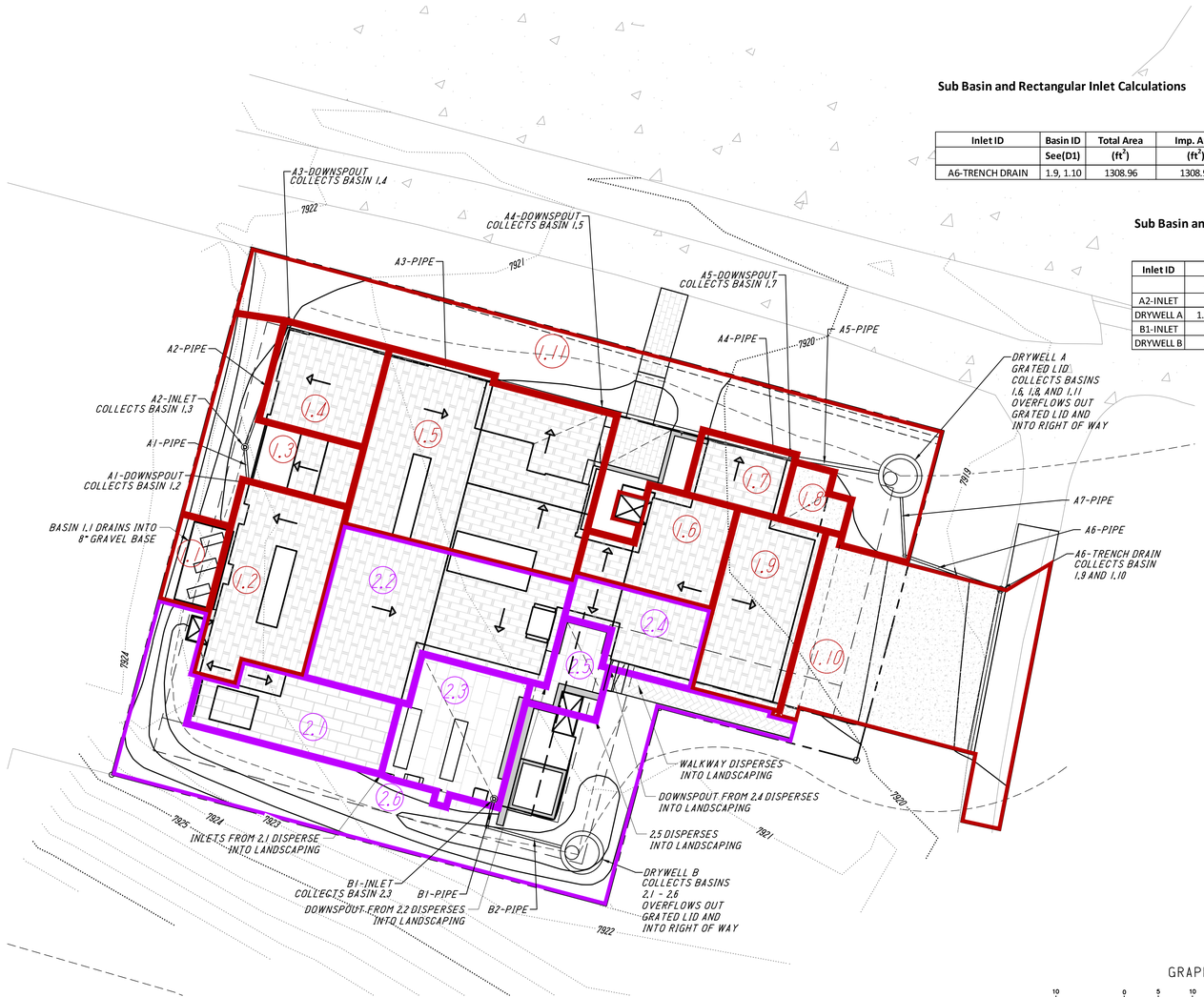
Drywells must be inspected and maintained quarterly to remove sediment and debris that has washed into them. A maintenance plan shall be submitted to the City in the Drainage Report describing the maintenance schedule that will be undertaken by the owners of the new residence or building. Minimum inspection and maintenance requirements include the following:

- Inspect drywells at least four times a year and after every storm exceeding 0.5 inches.
- Dispose of sediment, debris/trash, and any other waste material removed from a drywell at suitable disposal sites and in compliance with local, State, and Federal waste regulations.
- Routinely evaluate the drain-down time of the drywell to ensure the maximum time of 24 hours is not being exceeded. If drain-down times are exceeding the maximum, drain the drywell via pumping and clean out the percolation area (the percolation barrel may be jetted to remove sediment accumulated in perforations. If slow drainage persists, the system may need to be replaced.

8.0 Appendices

Drawings 11x17

Mudflow analysis



Peak Discharge Developed Calculations

					1 Hour(P_1)	1.23
					Return Period	100
Basin ID	Total Area	Imp. Area	Impervious %	C Value	Time of C	Intensity	Q Max
See(D1)	ft^2	ft^2	Percentage	From Table	(T_d)	$I=88.8P_1/(10+T_d)^{01.052}$	ft^3/sec
1.1	97.98	40.70	41.54%	0.500	5	6.33	0.01
1.2	434.54	434.54	100.00%	0.950	5	6.33	0.06
1.3	376.09	134.59	35.79%	0.490	5	6.33	0.03
1.4	240.49	240.49	100.00%	0.950	5	6.33	0.03
1.5	904.22	904.22	100.00%	0.950	5	6.33	0.12
1.6	254.31	254.31	100.00%	0.950	5	6.33	0.04
1.7	138.04	138.04	100.00%	0.950	5	6.33	0.02
1.8	70.93	70.93	100.00%	0.950	5	6.33	0.01
1.9	369.11	369.11	100.00%	0.950	5	6.33	0.05
1.10	939.85	939.85	100.00%	0.950	5	6.33	0.13
1.11	1275.66	96.45	7.56%	0.380	5	6.33	0.07
2.1	302.71	302.71	100.00%	0.950	5	6.33	0.04
2.2	662.36	662.36	100.00%	0.950	5	6.33	0.09
2.3	343.43	343.43	100.00%	0.950	5	6.33	0.05
2.4	209.42	209.42	100.00%	0.950	5	6.33	0.03
2.5	111.77	111.77	100.00%	0.950	5	6.33	0.02
2.6	1314.18	158.38	12.05%	0.400	5	6.33	0.08

Sub Basin and Rectangular Inlet Calculations

						1 Hour(P_1)	1.23				m=40%	Y_s=.04 (Depress inlet by 0.04')	
						Return Period	100				C_c=50%	C_o=0.65	
Inlet ID	Basin ID	Total Area	Imp. Area	Impervious	C Value	Time of Concentration	Intensity	Q Max	Inlet Type	Inlet Width	Inlet Length	Effective Open Area (EQ. 4-20)	Inlet Capacity (EQ 4-19)	Has Capacity
	See(D1)	(ft^2)	(ft^2)	(%)	(From Table)	(T_d)	$I=88.8P_1/(10+T_d)^{1.052}$	(ft^3/sec)	Rectangular	W_o (inches)	L_o (inches)	$A_o=(1-C_c)mW_oL_o$	$Q=C_oA_o\sqrt{2gY_s}$	(Yes/No)
A6-TRENCH DRAIN	1.9, 1.10	1308.96	1308.96	100.00%	0.950	5	6.33	0.181	4" x 24.75'	4	297	1.650	1.656	Yes

Sub Basin and Circular Inlet Calculations

							1 Hour(P_1)	1.23				m=40%	Y_s=.04 (Depress inlet by 0.04')	
							Return Period	100				C_c=50%	C_o=0.65	
Inlet ID	Basin ID	Total Area	Imp. Area	Impervious	C Value	Concentration	Intensity	Q Max	Inlet Type	Diameter	Area(EQ. 4-20)	Inlet Capacity (EQ 4-19)	Has Capacity
	See(D1)	(ft^2)	(ft^2)	(%)	From Table	(T_d)	$I=88.8P_1/(10+T_d)^{1.052}$	ft^3/sec		W_o (inches)	$A_o=(1-C_c)mA$	$Q=C_oA_o\sqrt{2gY_s}$	(Yes/No)
A2-INLET	1.3	376.09	134.59	35.79%	0.490	5	6.33	0.027	12" Round	12	0.157	0.183	Yes
DRYWELL A	1.6, 1.8, 1.11	1600.90	421.69	26.34%	0.460	5	6.33	0.107	24" Round	24	0.628	0.732	Yes
B1-INLET	2.3	343.43	343.43	100.00%	0.950	5	6.33	0.047	8" Round	8	0.070	0.081	Yes
DRYWELL B	2.1-2.6	2943.87	1788.07	60.74%	0.570	5	6.33	0.244	24" Round	24	0.628	0.732	Yes

Storm System Pipes

Pipe System	Pipe	Contibuting Sub-Basins	Peak Flows (CFS)
A	A1	1.2	0.06
	A2	1.2, 1.3	0.09
	A3	1.2-1.4, OS2	0.21
	A4	1.2-1.5, OS2	0.33
	A5	1.2-1.5, 1.7, OS2	0.35
	A6	1.9, 1.10	0.18
	A7	1.9, 1.10	0.18
B	B1	2.3	0.05
	B2	2.3	0.05

Onsite Piping Capacity

K=0.462

Pipe	Combined Design Flow	Manning Coefficient	Flattest Slope	Equation 4-31	Required Diameter	Design Diameter	Design Diameter-80%	Has Capacity@ 80% full
(ID)	Q (ft^3/sec)	n	(%)S0	d=(nQ/KvSo)3/8	(inches)	(inches)	(inches)	Yes/No
A1	0.06	0.01	1.00%	0.20	2.353	4.0	3.200	Yes
A2	0.09	0.01	1.00%	0.23	2.702	4.0	3.200	Yes
A3	0.21	0.01	1.00%	0.31	3.756	6.0	4.800	Yes
A4	0.33	0.01	3.00%	0.30	3.644	6.0	4.800	Yes
A5	0.35	0.01	3.00%	0.31	3.721	6.0	4.800	Yes
A6	0.18	0.01	2.00%	0.26	3.124	4.0	3.200	Yes
A7	0.18	0.01	2.00%	0.26	3.124	4.0	3.200	Yes
B1	0.05	0.01	2.00%	0.16	1.892	4.0	3.200	Yes
B2	0.05	0.01	2.00%	0.16	1.892	4.0	3.200	Yes

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

SUB BASINS

ROARING FORK ENGINEERING
592 Highway 133
Carbondale, Colorado 81623
ph: (970) 340-4130 f: (866) 876-5873

501 HOPKINS
ASPEN, CO 81611

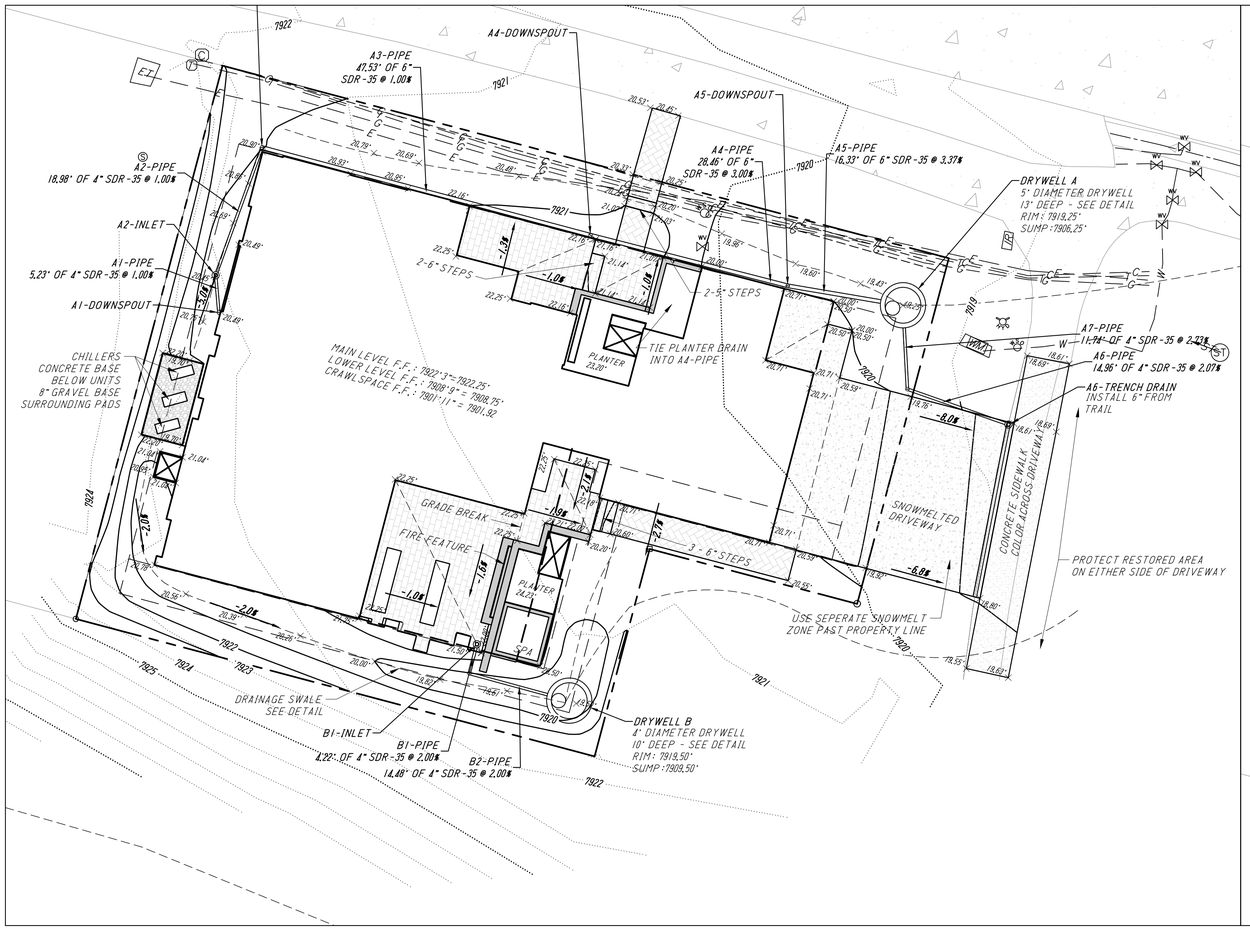
NUM:	REVISION - DESCRIPTION	DATE	DRAWN BY
1	PERMIT SET	05.23.2016	JKE
2	REVISED PERMIT SET	10.03.2016	JKE
3	REVISED PERMIT SET #2	11.23.2016	JKE
4	CHANGE ORDER	12.21.2016	JKE
5	CHANGE ORDER #2	03.20.2017	JKE

JOB #: 2016-11
CHECKED BY: RBG

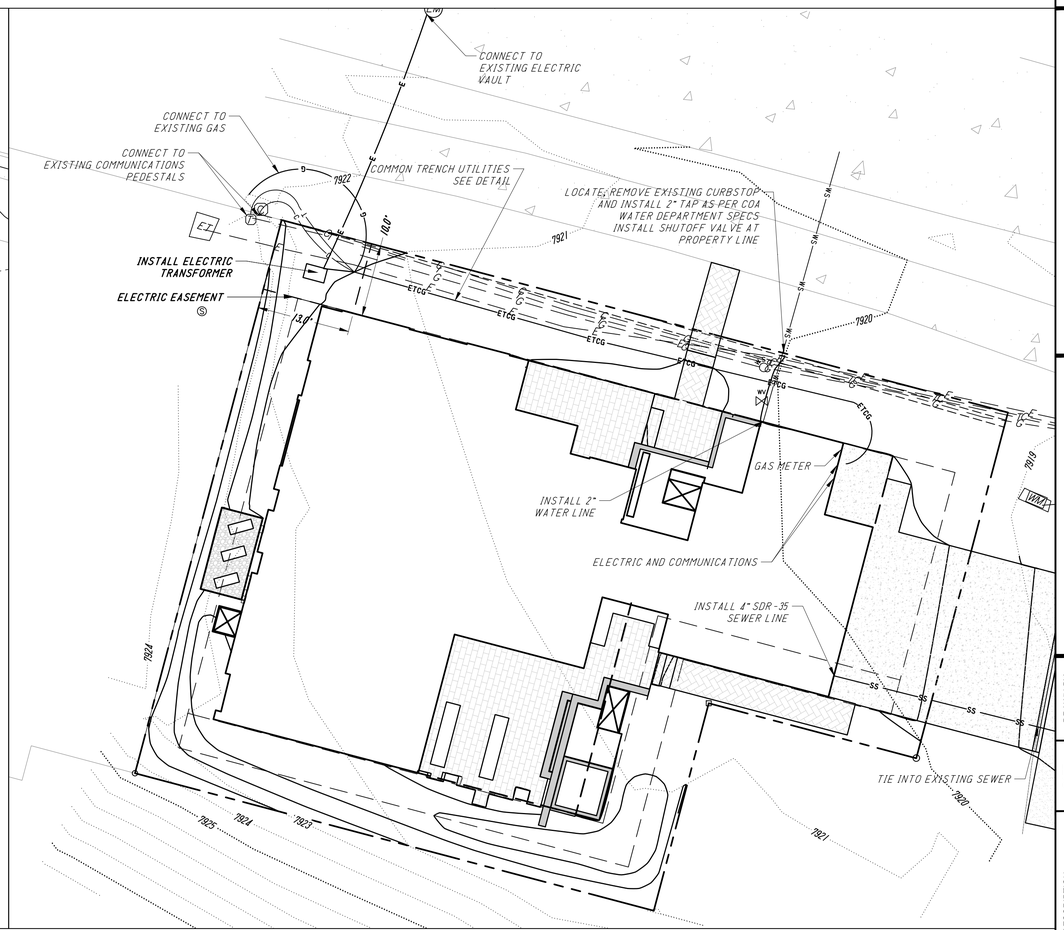
FOR CONSTRUCTION

COLORADO LICENSED
THOMAS B. GOLIA, INC.
35327
PROFESSIONAL ENGINEER

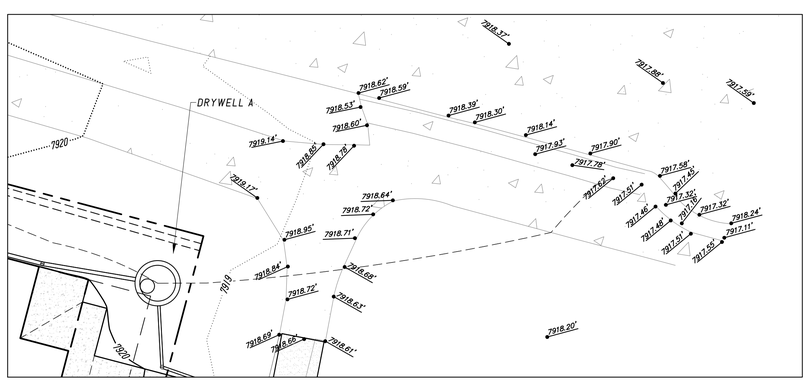
C5
C11



GRADING AND DRAINAGE



UTILITIES



OVERFLOW INTO RIGHT OF WAY

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

GRADING AND UTILITIES

ROARING FORK ENGINEERING
592 Highway 133
Carbondale, Colorado 81623
ph: (970) 340-4130 f: (866) 876-5873

501 HOPKINS
ASPEN, CO 81611

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5	CHANGE ORDER #2	03.20.2017	JKE
---	---	---	---
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JOB #: 2016-11

CHECKED BY: RBG

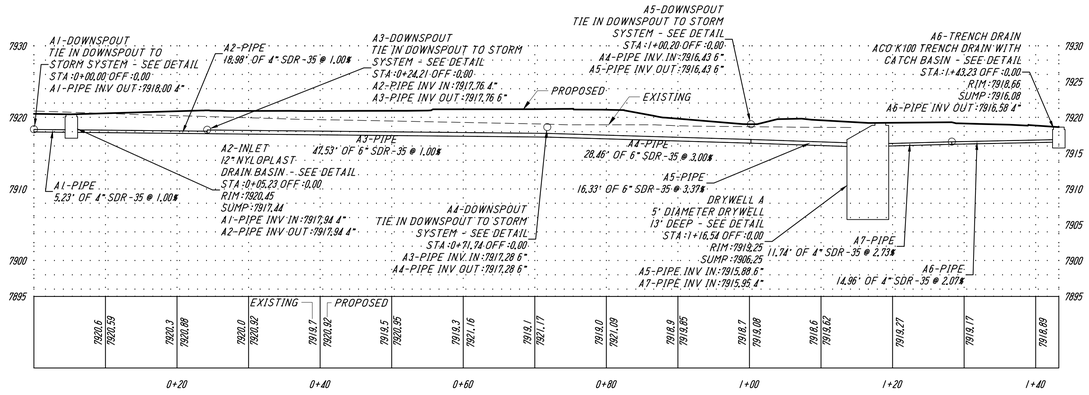
FOR CONSTRUCTION

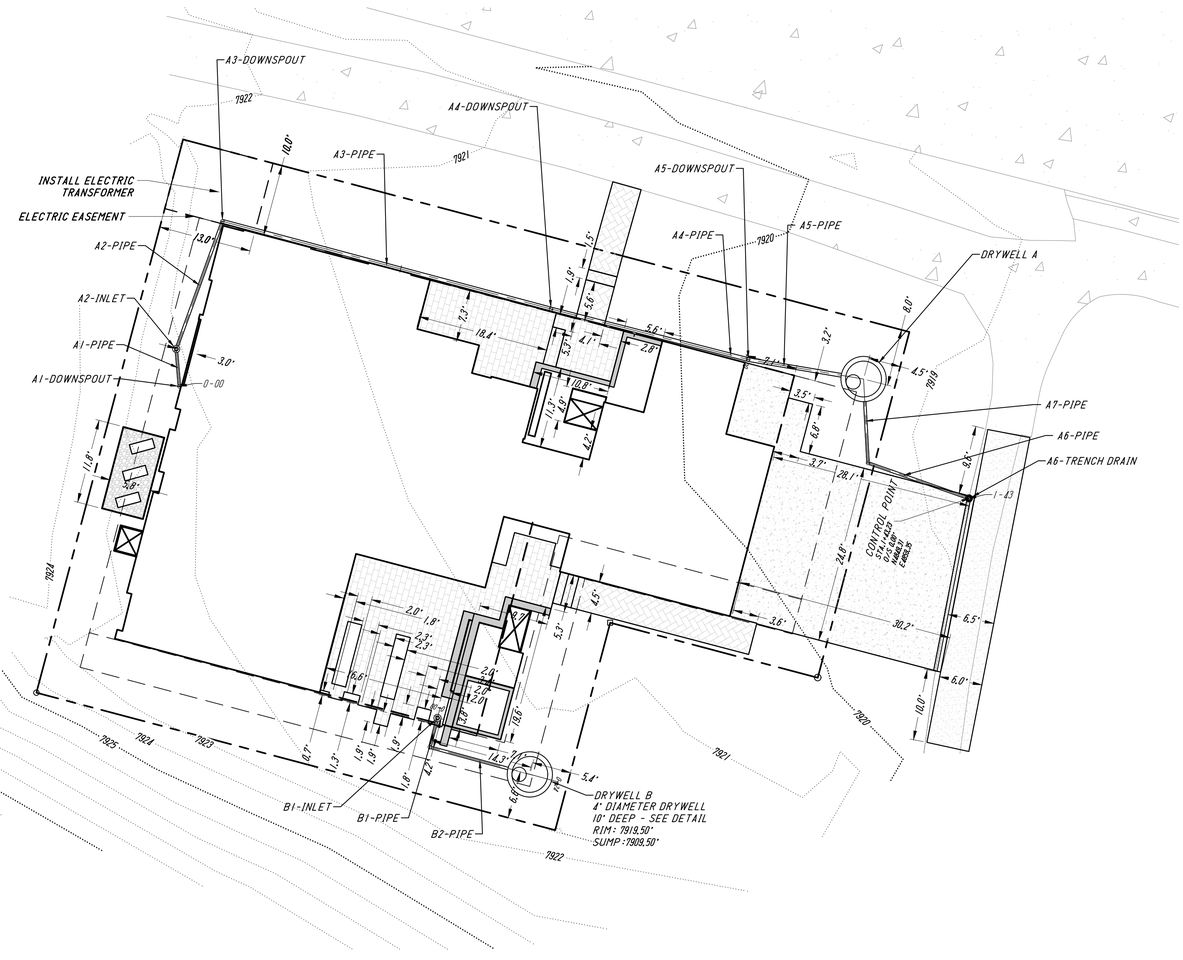
COLORADO LICENSED
RICHARD B. GOLDEN
35327
PROFESSIONAL ENGINEER

C6
C11

STORM SYSTEM A

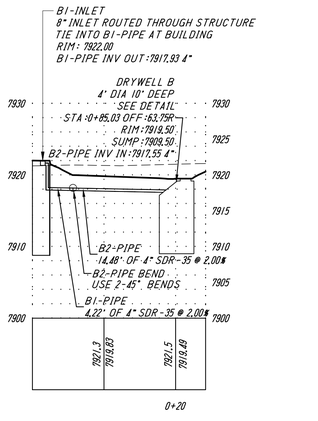
SCALE 1"=10'





STORM SYSTEM B

SCALE 1"=10'



GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

PIPE TABLE		
NAME	BEARING	LENGTH
A1-PIPE	N04° 50' 50"W	5.23'
A2-PIPE	N19° 53' 25"E	18.98'
A3-PIPE	S75° 03' 30"E	47.53'
A4-PIPE	S75° 37' 05"E	28.46'
A5-PIPE	S80° 23' 37"E	16.33'
A6-PIPE	N70° 39' 36"W	14.96'
A7-PIPE	N03° 00' 59"W	11.74'
B1-PIPE	S14° 33' 11"W	4.22'
B2-PIPE	S74° 46' 39"E	14.48'

LAYOUT

ROARING FORK ENGINEERING
592 Highway 133
Carbondale, Colorado 81623
ph: (970) 340-4130 f: (866) 876-5873

501 HOPKINS
ASPEN, CO 81611

NUM-	REVISION - DESCRIPTION	DATE	DRAWN BY
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5	CHANGE ORDER #2	03.20.2017	JKE
---	---	---	---
---	---	---	---
---	---	---	---
---	---	---	---

JOB #: 2016-11

CHECKED BY: RBG

FOR CONSTRUCTION

COLORADO LICENSED
RICHARD B. GOLDEN, JR.
38327
PROFESSIONAL ENGINEER

C7
C11

EXHIBIT 11

First American Title™

ALTA Commitment for Title Insurance

ISSUED BY
First American Title Insurance Company

Commitment

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Colorado Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

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

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

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

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

(a) the Notice;

(b) the Commitment to Issue Policy;

(c) the Commitment Conditions;

(d) Schedule A;

(e) Schedule B, Part I—Requirements;

(f) Schedule B, Part II—Exceptions; and

(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

(i) comply with the Schedule B, Part I—Requirements;

(ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or

(iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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

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(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Winter Van Alstine
Issuing Office: Attorneys Title Insurance Agency of Aspen, LLC
Issuing Office's ALTA® Registry ID: 1019587
Loan ID No.:
Commitment No.: 21004788
Issuing Office File No.: 21004788
Property Address: 501 West Hopkins Ave, Aspen, CO 81611

SCHEDULE A

1. Commitment Date: June 7, 2021 at 07:45 AM

2. Policy or Policies to be issued:

	Amount	Premium
A. ALTA Owners Policy (06/17/06) Proposed Insured: TBD	$0.00	$0.00
Certificate of Taxes Due		$0.00
Endorsements:		
Additional Charges:		$0
Total		$0.00

3. The estate or interest in the land described or referred to in this Commitment is Fee simple.

4. The Title is, at the Commitment Date, vested in:

   R.D. Olson Investments II, LLC, a California limited liability company

5. The land referred to in the Commitment is described as follows:

   SEE EXHIBIT A ATTACHED HERETO

   For informational purposes only, the property address is: 501 West Hopkins Ave, Aspen, CO 81611.

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AMERICAN LAND TITLE ASSOCIATION

Attorneys Title Insurance Agency of Aspen, LLC

By: _____

Winter Van Alstine
Authorized Officer or Agent

FOR INFORMATION PURPOSED OR SERVICES IN CONNECTION WITH THIS COMMITMENT, CONTACT: Attorneys Title Insurance Agency of Aspen, LLC, 715 West Main Street, Suite 202, Aspen, CO 81611, Phone: 970 925-7328, Fax: 970 925-7348.

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Schedule BI & BII

Commitment No: 21004788

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

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

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

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

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

5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.

6. Evidence that all assessments for common expenses, if any, have been paid.

7. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company

8. Warranty Deed must be sufficient to convey the fee simple estate or interest in the land described or referred to herein, from R.D. Olson Investments II, LLC, a California limited liability company, to TBD, the proposed insured, Schedule A, item 2A. NOTE: C.R.S. Section 38-35-109(2) required that a notation of the purchaser's legal address, (not necessarily the same as the property address) be included on the face of the Deed to be recorded.

9. Release of the Deed of Trust from R.D. Olson Investments II, LLC, a California limited liability company, to the Public Trustee of Pitkin County for the benefit of Bank of America, N.A., to secure an indebtedness in the principal sum of $8,500,000.00, and any other amounts and/obligations secured thereby, dated December 13, 2016, and recorded December 15, 2016, as Reception No. 634652.

10. Release of the UCC Financing Statement from R.D. Olson investments II, LLC, debtor, to Bank of America, N.A., the secured party, recorded December 15, 2016, as Reception No. 634651.

11. Release of the Deed of Trust from R.D. Olson Investments II, LLC, a California limited liability company to the Public Trustee of Pitkin County for the benefit of Bank of America, N.A., to secure an indebtedness in the principal sum of $8,500,000.00, and any other amounts and/obligations secured thereby, recorded October 23, 2017 as Reception No. 642498.

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

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AMERICAN LAND TITLE ASSOCIATION

Schedule BI & BII (Cont.)

12. A copy of the properly signed and executed Operating Agreement if written, for R.D. Olson Investments II, LLC, a California limited liability company, to be submitted to the Company for review.

13. Certificate of Good Standing from the California Secretary of State for R.D. Olson Investments II, LLC, a California limited liability company.

14. Record a Statement of Authority to provide prima facie evidence of existence of R.D. Olson Investments II, LLC, a California limited liability company, an entity capable of holding property, and the name of the person authorized to execute instruments affecting title to real property as authorized by C.R.S. Section 38-30-172.

15. Additional Requirements may be included once the name of the Buyer is provided.

16. Improvement Survey Plat sufficient in form, content and certification acceptable to the Company. Exception will be taken to adverse matters disclosed thereby.

17. This Title Commitment is subject to underwriter approval.

Commitment No.: 21004788

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

2. Easements, or claims of easements, not shown by the Public Records.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.

4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.

5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

   Note: Exception number 5. will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment

6. Any and all unpaid taxes, assessments and unredeemed tax sales.

7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.

8. Any water rights, claims of title to water, in, on or under the Land.

9. Taxes and assessments for the year 2021, and subsequent years, a lien not yet due or payable.

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10. Reservations and exceptions as set forth in the Deed from the City of Aspen dated July 26, 1888, and recorded August 28, 1888, in Book 59 at Page 476, as Reception No. 025593.

11. Reservations and exceptions as set forth in the Deed from the City of Aspen dated April 4, 1892, and recorded April 4, 1892, in Book 79 at Page 43, as Reception No. 046622.

12. Any and all notes, easements and recitals as disclosed on the Official Map of the City of Aspen recorded December 16, 1959, as Reception No. 109023.

13. Terms, conditions, provisions, agreements and obligations specified under Ordinance No. 6 (series of 1959, An Ordinance Accepting a Map Entitled "Official Map of the City of Aspen, Pitkin County, State of Colorado," as the Official Map of the City of Aspen: Providing for Dedication of all Streets and Alleys, Except Such Streets and Alleys Heretofore Vacated; And Providing for the Filing of Said Map, Field Notes, and Supplemental Plats with the Clerk and Recorder for Pitkin County, dated November 2, 1959, and recorded December 18, 1959, in Book 189 at Page 354 as Reception No. 109043; and any and all notes, easements and recitals as disclosed on the Willets Map recorded November 12, 1969 in Plat Book 4 at Page 27 as Reception No. 137902.

14. Any and all notes, easements and recitals as disclosed on the recorded plat of Boomerang Lodge, Ltd., recorded September 27, 1999, in Plat Book 51 at Page 28, as Reception No. 435910.

15. Terms, conditions, provisions, agreements and obligations specified under the Easement dated April 15, 2003, and recorded April 18, 2003, as Reception No. 481651.

16. Terms, conditions, provisions, agreements and obligations specified under the Ordinance No. 6 (Series of 2006) An Ordinance of the City of Aspen City Council Rezoning the "Boomerang Vacant Parcel" to the R-6 (Medium - Density Residential) Zone District and Approving a Lot Split, Creating Lots 1 and 2 of the Boomerang Lot Split, City of Aspen, Pitkin County, Colorado, dated April 10, 2006, and recorded June 16, 2006, as Reception No. 525368.

17. Terms, conditions, provisions, agreements and obligations specified under the Subdivision Exemption Agreement for the Boomerang Lot Split by and between Aspen FSP - ABR, LLC, a Delaware limited liability company and The City of Aspen, dated June 16, 2006, and recorded June 16, 2006, as Reception No. 525369.

18. Any and all notes, easements and recitals as disclosed on the recorded Boomerang Lot Split Subdivision Exemption Plat, recorded June 16, 2006, in Plat Book 79 at Page 70, as Reception No. 525370.

19. Terms, conditions, provisions, agreements and obligations specified under the Resolution of the Aspen Planning and Zoning Commission Denying a Variance from the Rear Yard Setback and Approving Variances from the Garage Placement and Window Height Residential Design Standards to Construct a Single-Family Residence at 501 West Hopkins Avenue, City of Aspen, Pitkin County, Colorado (Resolution No. 8 - Series of 2013) recorded March 28, 2013, as Reception No. 598071.

20. Terms, conditions, provisions, agreements and obligations specified under the Bargain and Sale Deed, recorded December 10, 2015, as Reception No. 625448.

21. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement dated February 16, 2017, and recorded March 1, 2017, as Reception No. 636495.

22. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement dated December 30, 2016, and recorded March 1, 2017, as Reception No. 636496.

23. Terms, conditions, provisions, agreements and obligations specified under the Revocable Encroachment License Application dated November 15, 2018, and recorded Deceber 12, 2018, as Reception No. 652552.

24. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.

Exhibit A

File No.: 21004788

The Land referred to herein below is situated in the County of Pitkin, State of Colorado, and is described as follows:

Lot 1, BOOMERANG LOT SPLIT, a Planned Community, according to the Plat recorded June 16, 2006, in Plat Book 79 at Page 70, as Reception No. 525370, Pitkin County, Colorado.

First American Title™

DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds $100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing Protection Letter which may, upon request, be provided to certain parties to the transaction identified in the commitment.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

ATTORNEYS TITLE INSURANCE AGENCY OF ASPEN, LLC
715 West Main Street, Suite 202
Aspen, CO 81611

Attorneys Title Insurance Agency of Aspen, LLC

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V. of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through it affiliates, from sharing non-public personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of ***Attorneys Title Insurance Agency of Aspen, LLC.***

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on application or other forms.
- Information about your transactions we secure from out files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customer to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

First American Title™

Privacy Notice

Effective: November 1, 2019

Notice Last Updated: November 1, 2019

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit https://www.firstam.com/privacy-policy/index.html. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

How Do We Collect Your Information? We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

How Do We Share Your Personal Information? We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal Information? The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

How Long Do We Keep Your Personal Information? We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE**.

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

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For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any away if you choose to exercise your rights under the CCPA.

Collection Notice. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected **personal information** include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
Business Purpose for Collection	The business purposes for which we've collected **personal information** include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity

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Categories of Third Parties Shared	The categories of third parties with whom we've shared **personal information** include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties

Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

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Land Title Guarantee Company
Customer Distribution

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

Order Number: **Q62012779** Date: **05/10/2021**

Property Address: **TBD HOPKINS AVENUE, ASPEN, CO 81611**

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

For Closing Assistance
Kimberly Szczesny
533 E HOPKINS #102
ASPEN, CO 81611
(970) 925-1678 (Work)
(303) 393-4870 (Work Fax)
kparham@ltgc.com
Contact License: CO414945
Company License: CO44565

Closing Processor
Marc Obadia
533 E HOPKINS #102
ASPEN, CO 81611
(970) 925-1678 (Work)
(800) 318-8202 (Work Fax)
mobadia@ltgc.com
Company License: CO44565

For Title Assistance
Land Title Roaring Fork Valley Title Team
533 E HOPKINS #102
ASPEN, CO 81611
(970) 927-0405 (Work)
(970) 925-0610 (Work Fax)
valleyresponse@ltgc.com

Buyer/Borrower
A BUYER TO BE DETERMINED
Delivered via: No Commitment Delivery

Agent for Seller
KLEIN COTE EDWARDS CITRON LLC
Attention: JOSEPH EDWARDS
101 S MILL ST # 200
ASPEN, CO 81611
(970) 925-8700 (Work)
(970) 925-3977 (Work Fax)
jee@kceclaw.com
Delivered via: Electronic Mail

Seller/Owner
RD OLSON INVESTMENTS II LLC
Delivered via: No Commitment Delivery

Land Title Guarantee Company
Estimate of Title Fees

Order Number: **Q62012779** Date: **05/10/2021**

Property Address: **TBD HOPKINS AVENUE, ASPEN, CO 81611**

Parties: **A BUYER TO BE DETERMINED**

R.D. OLSON INVESTMENTS II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

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

Estimate of Title insurance Fees	
"TBD" Commitment	$217.00
	Total $217.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

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

Chain of Title Documents:

Pitkin county recorded 12/28/2018 under reception no. 652984

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: Q62012779

Property Address:

TBD HOPKINS AVENUE, ASPEN, CO 81611

1. **Effective Date:**

   04/30/2021 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured:**

   "TBD" Commitment $0.00
   Proposed Insured:
   A BUYER TO BE DETERMINED

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

   A FEE SIMPLE

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

   R.D. OLSON INVESTMENTS II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

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

LOT 19, LYING AND BEING SITUATED IN SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, PITKIN COUNTY, COLORADO, AS SHOWN ON THE BUREAU OF LAND MANAGEMENT PLAT OF THE DEPENDENT RESURVEY AND SURVEY FOR TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COLORADO, APPROVED FEBRUARY 14, 1980 AND RECORDED DECEMBER 8, 1986, IN PITKIN COUNTY RECORDS IN BOOK 524 AT PAGE 552.

COUNTY OF PITKIN,
STATE OF COLORADO.

LOT 21, LYING AND BEING SITUATED IN SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, PITKIN COUNTY, COLORADO, AS SHOWN ON THE BUREAU OF LAND MANAGEMENT PLAT OF THE DEPENDENT RESURVEY AND SURVEY FOR TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COLORADO, APPROVED FEBRUARY 14, 1980, AND RECORDED DECEMBER 8, 1986 IN PITKIN COUNTY RECORDS IN BOOK 524 AT PAGE 552.

COUNTY OF PITKIN,
STATE OF COLORADO.

LOT 34, LYING AND BEING SITUATED IN SECTION 13, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, PITKIN COUNTY, COLORADO, AS SHOWN ON THE BUREAU OF LAND MANAGEMENT PLAT OF THE DEPENDENT RESURVEY AND SURVEY FOR TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COLORADO, APPROVED FEBRUARY 14, 180, AND RECORDED DECEMBER 8, 1986, IN PITKIN COUNTY RECORDS IN BOOK 524 AT PAGE 552.

COUNTY OF PITKIN,
STATE OF COLORADO

EXTRA LODE MINING CLAIM, U.S.M.S. NO. 4712,
EMBRACING A PORTION OF TOWNSHIP 10 SOUTH, RANGE 85 WEST, OF THE SIXTH PRINCIPAL MERIDIAN LOCATED IN THE ROARING FORK MINING DISTRICT.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: Q62012779

COUNTY OF PITKIN,
STATE OF COLORADO.

ALL THAT PORTION OF THE COPPEROPOLIS LODE MINING CLAIM, U.S.M.S. NO. 1759 WHICH LIES WEST OF THE WEST SIDE LINE OF THE PRIDE OF ASPEN LODE MINING CLAIM, U.S.M.S. NO. 7364, BETWEEN CORNERS NO. 3 AND 4 OF THE PRIDE OF ASPEN LODE. LOCATED IN THE ROARING FORK MINING DISTRICT,

COUNTY OF PITKIN,
STATE OF COLORADO.

PRIDE OF ASPEN LODE MINING CLAIM U.S.M.S. NO. 7364, LOCATED IN THE ROARING FORK MINING DISTRICT.

COUNTY OF PITKIN,
STATE OF COLORADO.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: Q62012779

All of the following Requirements must be met:

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

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

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

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

1. CERTIFICATE OF GOOD STANDING OF R.D. OLSON INVESTMENTS II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ISSUED BY THE SECRETARY OF STATE OF CALIFORNIA.
2. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR R.D. OLSON INVESTMENTS II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY RECORDED DECEMBER 28, 2018 AT RECEPTION NO. **652983** IS CURRENT.

   NOTE: SAID INSTRUMENT DISCLOSES ROBERT D. OLSON AS THE SOLE MEMBER AND MANAGER AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.
3. GOOD AND SUFFICIENT DEED FROM R.D. OLSON INVESTMENTS II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

   NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: Q62012779

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

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. 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 MAY 20, 1949 IN BOOK 175 AT PAGE 198.
9. 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 MAY 20, 1949 IN BOOK 175 AT PAGE 182.
10. 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 MAY 20, 1949 IN BOOK 175 AT PAGE 163.
11. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF A PERPETUAL RIGHT OF WAY AS SET FORTH IN AGREEMENT RECORDED APRIL 6, 1901 IN BOOK 142 AT PAGE 366.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: Q62012779

12. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS SET FORTH IN DECREE RECORDED NOVEMBER 1, 1968 IN BOOK 237 AT PAGE 155 AND IN STIPULATION RECORDED NOVEMBER 1, 1968 IN BOOK 237 AT PAGE 158.

13. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED JANUARY 8, 1975 IN BOOK 295 AT PAGE 435 AND RERECORDED MARCH 3, 1975 IN BOOK 296 AT PAGE 711.

14. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BUREAU OF LAND MANAGEMENT PLAT OF THE DEPENDENT RESURVEY AND SURVEY FOR TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN RECORDED DECEMBER 08, 1986 IN BOOK 524 AT PAGE 552.

    NOTE:THIS COPY WHICH IS RECORDED IN THE PITKIN COUNTY CLERK AND RECORDERS OFFICE IS ILLEGIBLE, THE FOLLOWING COPY OF THIS SURVEY IS FROM THE BUREAU OF LAND MANAGEMENT WEBSITE AND UPLOADED AS OUR ESI 36512381

15. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF PERPETUAL NON-EXCLUSIVE EASEMENT AS SET FORTH IN QUIT CLAIM DEED RECORDED NOVEMBER 20, 1987 IN BOOK 551 AT PAGE 409.

16. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF RESOLUTION OF THE PITKIN COUNTY BOARD OF COUNTY COMMISSIONERS, NO. 68, SERIES OF 2012 RECORDED NOVEMBER 13, 2012 AS RECEPTION NO. 593895.

17. ANY QUESTION, DISPUTE OR ADVERSE CLAIMS AS TO ANY LOSS OR GAIN OF LAND AS A RESULT OF ANY CHANGE IN THE RIVER BED LOCATION BY NATURAL OR OTHER THAN NATURAL CAUSES, OR ALTERATION THROUGH ANY CAUSE, NATURAL OR UNNATURAL, OF THE CENTER THREAD, BANK, CHANNEL OR FLOW OF WATERS IN THE CASTLE CREEK LYING WITHIN SUBJECT LAND; AND ANY QUESTION AS TO THE LOCATION OF SUCH CENTER THREAD, BED, BANK OR CHANNEL AS A LEGAL DESCRIPTION MONUMENT OR MARKER FOR PURPOSES OF DESCRIBING OR LOCATING SUBJECT LANDS UPLOADED AS OUR ESI 36512969.

18. ANY RIGHTS, INTERESTS OR EASEMENTS IN FAVOR OF THE UNITED STATES OF AMERICA, THE STATE OF COLORADO, OR THE PUBLIC, WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PAST AND PRESENT BED, BANKS OR WATERS OF CASTLE CREEK UPLOADED AS OUR ESI 36512969.

LAND TITLE GUARANTEE COMPANY
DISCLOSURE STATEMENTS

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

(A) The Subject real property may be located in a special taxing district.

(B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).

(C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

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

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

(A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.

(B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.

(C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.

(D) The Company must receive payment of the appropriate premium.

(E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

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

(A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

(B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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

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

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

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

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

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

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

  and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

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

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

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

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

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

Commitment For Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

COMMITMENT CONDITIONS

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements; and
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**

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

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

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

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

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

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

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

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

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

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

Senior Vice President

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

By *President*

Attest *Secretary*

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

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STATEMENT OF AUTHORITY
(Section 38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity named R.D. Olson Investments II, LLC.

2. The type of entity is a limited liability company.

3. The entity is formed under the laws of California.

4. The mailing address for the entity is 520 Newport Center Dr #600, Newport Beach, CA 92662

5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is Robert D. Olson, Managing Member.

6. The authority of the foregoing person(s) to bind the entity is not limited.

7. Other matters concerning the manner in which the entity deals with interests in real property: none.

8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

Executed this 9 day of June, 2021.

R. D. Olson Investments II, LLC

By: _____
Robert D. Olson, Managing Member

STATE OF _____)
) ss. (see Notary Attachment)
COUNTY OF _____)

The foregoing instrument was acknowledged before me the ___ day of _____, 2021, by Robert D. Olson, as Managing Member of R.D. Olson Investments II, LLC, a _____ limited liability company.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

RECEPTION#: 677666, R: $18.00, D: $0.00
DOC CODE: AUTH
Pg 1 of 2, 06/15/2021 at 03:17:39 PM
Janice K. Vos Caudill, Pitkin County, CO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On June 9, 2021 before me, Sharon Ying, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Robert D. Olson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SHARON YING
Notary Public - California
Orange County
Commission # 2287629
My Comm. Expires May 22, 2023

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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EXHIBIT 12

R.D. Olson Investments II, LLC
520 Newport Center Drive, Suite 600
Newport Beach, CA 92660

June 9, 2021

City of Aspen
Community Development Department
130 South Galena Street, Third Floor
Aspen, Colorado 81611

Re: Lot 1, Boomerang Lot Split Subdivision Exemption Plat, City of Aspen (501 W. Hopkins Avenue; Parcel ID No. 2735-124-66-002)

Ladies and Gentlemen:

I am writing as Managing Member of R.D. Olson Investments II, LLC, a California limited liability company, which is the owner of the above Property.

In its capacity as owner of the Property, R.D. Olson Investments II, LLC desires to apply for, pursue and obtain at its own expense the City of Aspen's approval of certain proposed modifications to the Property.

This letter shall confirm that R.D. Olson Investments II, LLC authorizes Haas Land Planning, LLC, and Jody Edwards, Esq., to apply for, pursue and obtain the City of Aspen's approval of modifications to the Property, which approvals may include but not be limited to major subdivision, amendment of the official zoning map, variances, GMQS approvals, Planning and Zoning Commission approval, City Council approval, and any other approvals and land use approvals, including but not limited to an election of the general public, which may be required by the City of Aspen.

Please contact the undersigned with any questions.

R.D. Olson Investments II, LLC, a California limited liability company

By: Robert Olson,
Its: Managing Member

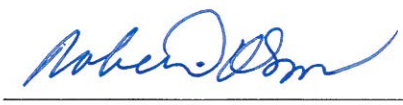

EXHIBIT 12

R.D. Olson Investments II, LLC
520 Newport Center Drive, Suite 600
Newport Beach, CA 92660

June 9, 2021

City of Aspen
Community Development Department
130 South Galena Street, Third Floor
Aspen, Colorado 81611

Re: Lot 1, Boomerang Lot Split Subdivision Exemption Plat, City of Aspen (501 W. Hopkins Avenue; Parcel ID No. 2735-124-66-002)

Ladies and Gentlemen:

I am writing as Managing Member of R.D. Olson Investments II, LLC, a California limited liability company, which is the owner of the above Property.

In its capacity as owner of the Property, R.D. Olson Investments II, LLC desires to apply for, pursue and obtain at its own expense the City of Aspen's approval of certain proposed modifications to the Property.

This letter shall confirm that R.D. Olson Investments II, LLC authorizes Haas Land Planning, LLC, and Jody Edwards, Esq., to apply for, pursue and obtain the City of Aspen's approval of modifications to the Property, which approvals may include but not be limited to major subdivision, amendment of the official zoning map, variances, GMQS approvals, Planning and Zoning Commission approval, City Council approval, and any other approvals and land use approvals, including but not limited to an election of the general public, which may be required by the City of Aspen.

Please contact the undersigned with any questions.

R.D. Olson Investments II, LLC, a California limited liability company

By: Robert Olson,
Its: Managing Member

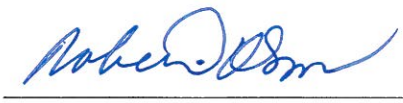

EXHIBIT 13

Pitkin County Mailing List of 300 Feet Radius
From Parcel: 273512466002 on 06/09/2021

PITKIN COUNTY

Instructions:

This document contains a Mailing List formatted to be printed on Avery 5160 Labels. If printing, DO NOT "fit to page" or "shrink oversized pages." This will manipulate the margins such that they no longer line up on the labels sheet. Print actual size.

Disclaimer:

Pitkin County GIS presents the information and data on this web site as a service to the public. Every effort has been made to ensure that the information and data contained in this electronic system is accurate, but the accuracy may change. Mineral estate ownership is not included in this mailing list. Pitkin County does not maintain a database of mineral estate owners.

Pitkin County GIS makes no warranty or guarantee concerning the completeness, accuracy, or reliability of the content at this site or at other sites to which we link. Assessing accuracy and reliability of information and data is the sole responsibility of the user. The user understands he or she is solely responsible and liable for use, modification, or distribution of any information or data obtained on this web site.

http://www.pitkinmapsandmore.com

ALPINE BANK
2200 GRAND AVE
GLENWOOD SPRINGS, CO 81601

SCOTT BUILDING CONDO ASSOC
400 W HOPKINS AVE
ASPEN, CO 81611

501 MAIN ASPEN LLC
ALDRICH PL #200 OTTAWA AVE NW
GRAND RAPIDS, MI 49503

WASHBURN SERENE MARIE V
605 W HOPKINS AVE #205
ASPEN, CO 81611

430 WEST HOPKINS CONDO ASSOC
COMMON AREA
432 W HOPKINS AVE
ASPEN, CO 81611

KURKULIS PATSY & PAUL R
605 W HOPKINS AVE #201
ASPEN, CO 81611

LITTLE AJAX CONDO ASSOC
605 W HOPKINS #006
ASPEN, CO 81611

SCHULMAN WILLIAM PAUL
301 MERCER BLVD
CHARLEVOIX, MI 49720

JEWISH RESOURCE CENTER CHABAD OF AS
435 W MAIN ST
ASPEN, CO 81612

HERNANDEZ ROBERTO PABLO REV TRUST
1901 BRICKELL AVE #B913
MIAMI, FL 33129

POTTS LEAH S
605 W HOPKINS AVE #102
ASPEN, CO 81611

PERRY IAN MICHAEL
426 E HYMAN AVE
ASPEN, CO 81611

SAMUEL JOSHUA MOSES
PO BOX 756
DILLON, CO 80435

JOHNSTON FAMILY TRUST
2018 PHALAROPE
COSTA MESA, CA 92626

R D OLSON INVESTMENTS II LLC
520 NEWPORT CENTER DR #600
NEWPORT BEACH, CA 92660

NIX ROBERT JR
PO BOX 3694
ASPEN, CO 81612

TOMS CONDO LLC
6 SHULL FARM RD
ERWINNA , PA 18920

SHERWIN ENTERPRISES LLC
1714 VISTA ST
DURHAM, NC 27701

SLONE MICHAEL DAVID II
4476 WATERSIDE CT
FAYETTEVILLE, AR 72703

SGSG ASPEN CONDO LLC
8100 E UNION AVE #2303
DENVER, CO 80237

501 WEST MAIN LLC
532 E HOPKINS AVE
ASPEN, CO 816111818

KATZMAN LORI ANN
301 MERCER BLVD
CHARLEVOIX, MI 49720

CITY OF ASPEN
130 S GALENA ST
ASPEN, CO 81611

HORNE CHRISTOPHER & BRANDI
5214 BUCKMAN MTN RD
AUSTIN, TX 78746

01037H TRUST
715 N SIERRA DR
BEVERLY HILLS, CA 90210

FELER LAURIE & CLAUDIO
550 FOX RUN
CARBONDALE, CO 81623

CARROLL MEREDITH & ARTHUR
605 W HOPKINS AVE #210
ASPEN, CO 81611

DAUCH KARIN
80 4TH AVE #7A
NEW YORK, NY 10003

TODD SHANE
PO BOX 2654
ASPEN, CO 81612

SMITH ANDREW C & DONNA G
3622 SPRINGBROOK ST
DALLAS, TX 75205

WESTERNOFF TRENT & NAZLY FAMILY TRU
724 10TH ST
MANHATTAN BEACH, CA 90266

ERICKSON A RONALD
605 W HOPKINS AVE #211
ASPEN, CO 81611

400 W HOPKINS CONDO LLC
5403 NEOLA DR
DALLAS, TX 75209

AMAYA JOSE ANTONIO & BLANCA E ARGUE
605 W HOPKINS AVE #103
ASPEN, CO 81611

MADSEN MARTHA W
608 W HOPKINS AVE APT 9
ASPEN, CO 81611

STUART DANIEL S & TAMARA B
PO BOX 3274
ASPEN, CO 81612

STERTZER ELIANE C
PO BOX 8677
ASPEN , CO 81612

STASPEN LLP
229 PEACHTREE HILLS AVE NE #438
ATLANTA , GA 303094420

UTOPIA LIVING ASPEN LLC
225 GEORGINA AVE
SANTA MONICA, CA 90402

ANGELOV DIMTAR S & DANIEL D
605 W HOPKINS AVE #209
ASPEN, CO 81611

WENDT ROBERT E II
350 MT HOLYOKE AVE
PACIFIC PALISADES, CA 90272

YOUNG PAUL III FAMILY TRUST
413 W HOPKINS AVE
ASPEN, CO 816111603

FRANSEN ERIN M & GREGORY H
605 W HOPKINS UNIT 206
ASPEN, CO 81611

FOSTER LOT 2 LLC
625 E HYMAN AVE #201
ASPEN, CO 81611

LITTLE AJAX CONDO ASSOC
605 W HOPKINS AVE
ASPEN, CO 81611

HOPKINS & FOURTH LLC
625 E MAIN ST UNIT 102B #401
ASPEN, CO 81611

TUCKER LUCY LEA
PO BOX 1480
ASPEN, CO 81611

LINDAUER REBECCA F
1115 ELM ST
AUSTIN, TX 78703

WERLIN LAURA B TRUST
2200 PACIFIC AVE #12F
SAN FRANCISCO, CA 94115

LOT 2 BOOMERANG LOT SPLIT
533 E HOPKINS AVE 3RD FL
ASPEN, CO 81611

VOSS NATALIE
605 W HOPKINS AVE #204
ASPEN, CO 81611

521-523 W HOPKINS AFFORD HOUSING HOA
521 W HOPKINS AVE
ASPEN, CO 81611

HESSIAN ASPEN LLC
1470 GENE ST #B
WINTER PARK, FL 327894881

ALPINE BANK
2200 GRAND AVE
GLENWOOD SPRINGS, CO 81601

CHRISTIANA UNIT D101 LLC
PO BOX 4937
ASPEN , CO 81612

RAINBOW CONNECTION PROPERTIES LLC
151 SUMMER ST #771
MORRISON, CO 80465

NAVIAS CRAIG & ESTHER TRUST
PO BOX 4390
ASPEN, CO 81612

MARY B LOT 2 LLC
855 EL CAMINO REAL STE 13A BOX #249
PALO ALTO, CA 94301

PROMISE LAND LLC
6412 S QUEBEC ST
ENGLEWOOD, CO 801114628

CITY OF ASPEN
130 S GALENA ST
ASPEN, CO 81611

400 W HOPKINS CONDO LLC
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