

SAN MIGUEL COUNTY

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Preliminary Development Plan Approval for the Lawson Hill Planned Unit Development

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1. General Recitals:

1.1. Whereas, Telecam Partnership II Limited, a Colorado limited partnership ("Telecam"), pursuant to the Land Use Code (the "LUC") of San Miguel County, Colorado, a political subdivision of the State of Colorado (the "County"), has applied (the "Preliminary Application") to the County for preliminary approval of a Planned Unit Development, as defined in the LUC, for the mixed use development of the approximately 300 acres described on Exhibit LH-LD attached hereto (the "Lawson Hill PUD"), consisting of affordable housing, low density, low intensity industrial, public and forestry, agricultural and open uses (all as defined in the LUC).

1.2. In making such application it was the intent and purpose of Telecam, and it is the intent and purpose of Telecam, to develop the Lawson Hill PUD so as to provide:

up to 275 dwelling units of deed restricted affordable housing;

48,000 square feet of low intensity industrial floor area associated with deed restricted affordable housing in so called "live-work" units;

303,000 square feet of low intensity industrial floor area to provide utility, light industrial

and support service uses not otherwise readily available within the Telluride Region and not competitive with the retail and/or tourist related uses found within the Town of Telluride;

30,000 square feet of public, governmental, civic, educational and humanitarian health care uses;

a location for a lodge containing accommodations for approximately 40 guests to provide recreational opportunities within a forestry, agricultural and open space use district;

25 single family dwelling units to be developed for all practical purposes as part of the Telluride Mountain Village subdivision.

1.3. Whereas, prior to the Preliminary Application the Lawson Hill PUD was designated by the County's Telluride Regional Area Master Plan (the "Master Plan") as an area planned for utility/light industrial, public/institutional, low density residential cluster and open space/recreational/parks development.

1.4. Whereas, the Lawson Hill PUD is zoned for low density, low intensity industrial and forestry, agricultural and open uses.

1.5. Whereas, on March 13, 1991, the Planning Commission, pursuant to the LUC, after a properly noticed public hearing and after finding that development of the Lawson Hill PUD in accordance with the Preliminary Application, the Preliminary Development Plan and the Preliminary Plat (as defined by the LUC) submitted for the Lawson Hill PUD (the "Preliminary Plat") conformed to the Master Plan, recommended approval of the Preliminary Application, the Preliminary Development Plan and the Preliminary Plat.

1.6. Whereas, on April 10, 1991, the County's Planning Commission (the "Planning Commission"), pursuant to the LUC and in accordance with C.R.S 30-28-108, after a properly noticed public hearing, amended the Master Plan so as to designate the Lawson Hill PUD as an area planned for development in accordance with the Preliminary Application and the Preliminary Development Plan embodied herein (the "Preliminary Development Plan").

1.7. Whereas, on May 2, 1991, the County's Board of County Commissioners (the "Board"), pursuant to the LUC, after a properly noticed public hearing and after finding that development of the Lawson Hill PUD in accordance with the Preliminary Application, the Preliminary Development Plan and the Preliminary Plat conformed to the Master Plan,, approved the Preliminary Application, the Preliminary Development Plan and the Preliminary Plat, thereby zoning the Lawson Hill PUD so as to permit the uses and densities, subject to the restrictions, set forth in the Preliminary Application, the Preliminary Development Plan, the Preliminary Plat and herein, and authorized the execution of this agreement.

1.8. Whereas, such approvals by the Planning Commission were subject to the execution of this agreement.

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2. Affordable Housing:

2.1. Recitals:

2.1.1. Whereas, it is an objective of the Master Plan and the LUC to encourage development of affordable housing, i.e. housing subject to the County's R-1

Deed Restriction (as defined in the LUC)

2.1.2. Whereas, the Lawson Hill PUD will provide 265 dwelling units (as defined by the LUC) subject to the County's R-1 Deed Restriction, which number of dwelling units is more than sufficient to satisfy the requirements of the LUC with respect to affordable housing applicable to the Lawson Hill PUD.

2.2. The Plan: Therefore be it resolved that:

2.2.1. The areas of the Lawson Hill PUD described as Lots 201 through 231, Lots 302 through 327, Lots 501, 501A, 504, 507, 508, 510, 511, 516, C, M, N, P, Q and Q1 on Lawson Hill Planned Unit Development Plan consisting of 32 sheets attached hereto as Exhibit Sheets (collectively the "Affordable Housing District") shall be used only as permitted in the Affordable Housing Planned Unit Development Zone District (as defined by the LUC) and as described on the Lawson Hill Planned Unit Development Schedule of Lots attached hereto as Exhibit Lots.

2.2.2. No accessory dwelling unit (as defined in the LUC) shall be permitted within the Affordable Housing District.

2.2.3. Applicable home occupations (as defined in the LUC) shall be permitted within the Affordable Housing District subject to the provisions of the LUC.

2.2.4. The area and bulk requirements within the Affordable Housing District shall be as described on Exhibit Lots.

2.2.5. Off-street parking shall be provided within the Affordable Housing District as described on Exhibit Lots.

2.2.6. The Propertyowners' Company shall contribute (i) a sum equal to 25 per cent, .75 per cent of the Consideration (defined in the Declaration), of the Real Estate Transfer Assessment (provided for in the Declaration) and (ii) a sum equal to 12.5 per cent, .5 per cent of Local Sales (defined in the Declaration), of the Retail Sales Assessment (provided for in the Declaration) collected by it to the County, to the County's Housing Authority or such designee of the County which succeeds to the County's affordable housing function, for the purpose of funding the provision of capital facilities for, and the development, operation and maintenance of, affordable housing within the County.

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3. Low Density:

3.1. Recitals:

3.1.1. Whereas, it is an objective of the Master Plan and the LUC to encourage development of clustered low density residential development, as defined in the LUC.

3.1.2. Whereas, the Lawson Hill PUD will provide 25 dwelling units of such

clustered low density residential development.

3.2. The Plan: Therefore be it resolved that:

3.2.1. The areas of the Lawson Hill PUD described as Lots 101 through 123, Lots 502, 505, 506, 509, 512, 513, 514 and 515 on Exhibit Sheets (collectively the "Low Density District") shall be used only as permitted in the Low Density Zone District (as defined by the LUC) and as described on Exhibit Lots.

3.2.2. The area and bulk requirements within the Low Density District shall be as described in Exhibit Lots.

3.2.3. Off-street parking shall be provided within the Low Density District as described in Exhibit Lots.

3.2.4. Lots 101 through 123 and Lots 513 and 514 described on Exhibit Sheets (collectively the "North Adams Ranch") shall be incorporated into the Telluride Mountain Village Subdivision and shall be subject to all the terms and conditions of the General Declaration for the Telluride Mountain Village, as heretofore and hereafter amended and supplemented, the Articles of Incorporation and Bylaws of the Telluride Mountain Village Resort Company, as heretofore and hereafter amended, and the Telluride Mountain Village Design Regulations - Residential, as heretofore and hereafter amended. Copies of such documents have been recorded in the office of the Clerk and Recorder of the County and/or are on file in the Planning Office of the County.

3.2.5. Hereafter all real estate located within the Lawson Hill PUD excepting only the North Adams Ranch shall be referred to as "Lawson Hill".

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4. Low Intensity Industrial:

4.1. Recitals:

4.1.1. Whereas, it is an objective of the Master Plan to encourage development of low intensity industrial development, as defined in the LUC, in certain areas.

4.1.2. Whereas, the Lawson Hill PUD will provide 38.45 acres of such low intensity industrial development.

4.2. The Plan: Therefore be it resolved that:

4.2.1. The areas of the Lawson Hill PUD described as Lots 401 through 423, Lots A1, A2, B, D, E, F, G, J, L, O, and S on the Sheets (collectively the "Industrial District") shall be used only as permitted in the Low Intensity Industrial Zone District (as defined by the LUC) and as described on Exhibit Lots.

4.2.2. The area and bulk requirements within the Industrial District shall be as described on Exhibit Lots.

4.2.3. Off-street parking shall be provided within the Industrial District as described on Exhibit Lots.

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5. Forestry, Agricultural, Open:

5.1. Recitals:

5.1.1. Whereas, it is an objective of the Master Plan and the LUC to preserve forestry, agricultural and open space, as defined in the LUC.

5.1.2. Whereas, it is an objective of the Master Plan to encourage a variety of distinctive recreational facilities and opportunities in order to provide diversity of the resort experience within the County.

5.1.3. Whereas, the Lawson Hill PUD will provide 40.67 acres of such forestry, agricultural and open space including provision therein for a fishing or other outdoor recreational lodge.

5.2. The Plan: Therefore be it resolved that:

5.2.1. The area of the Lawson Hill PUD described as Lots K1, K2, K3, K4, K5, T and 503 on Exhibit Sheets (collectively the "Forestry District") shall be used only as permitted in the Forestry, Agricultural and Open Zone District (as defined by the LUC), and as described on Exhibit Lots.

5.2.2. The area and bulk requirements within the Forestry District shall be as described on Exhibit Lots.

5.2.3. Off-street parking shall be provided within the Forestry District as described on Exhibit Lots.

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6. Public:

6.1. Recitals:

6.1.1. Whereas it is an objective of the Master Plan and the LUC to provide for the future needs of the community with respect to public, governmental, civic, educational and humanitarian health care uses.

6.1.2. Whereas the Lawson Hill PUD will provide approximately 1.58 acres of such public, governmental, civic, educational and humanitarian health care uses.

6.2. The Plan: Therefore be it resolved that:

6.2.1. The area of the Lawson Hill PUD described as Lots H and I on Exhibit Sheets (collectively the "Public District") shall be used only as permitted in the Public Zone District (as defined by the LUC), and as described on Exhibit Lots.

6.2.2. The area and bulk requirements within the Public District shall be as described on Exhibit Lots.

6.2.3. Off-street parking shall be provided within the Public District as described on Exhibit Lots.

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7. Quality Construction:

7.1. Recitals:

7.1.1. Whereas, it is an objective of the Master Plan and the LUC to encourage construction of improvements which are compatible in style with, and practical in construction for, the Telluride Region (as defined in the LUC).

7.1.2. Whereas, the regulations contained in this section 7 satisfy such objectives of the Master Plan and the LUC.

7.2. The Plan: Therefore be it resolved that:

7.2.1. Design Regulations: The Design Regulations (the "Design Regulations") to be adopted by the Design Review Board (the "Review Board") of The Lawson Hill Propertyowners' Company (the "Propertyowners' Company") provided for in the General Declaration for Lawson Hill, which has been submitted to and approved by the County (the "Declaration"), shall provide for design regulations requiring construction of improvements which are compatible in style with, and practical in construction for, the Telluride Region.

7.2.2. Minimum Construction Standards:

(a) The Design Regulations shall provide for construction standards requiring construction of improvements which are practical in construction for the Telluride Region.

(b) The Declaration does, and the Design Regulations shall, contain provisions which shall assure that all construction within the Lawson Hill PUD shall conform to the objectives of the Master Plan and the LUC with respect to quality and type of construction.

7.2.3. Building Permits; Certificates of Occupancy: No excavation permit, building permit or similar permit shall be issued by the County for Site Improvements within Lawson Hill (meaning any improvements, regardless of nature, that the owner of any lot desires to construct on or in relation to his lot, not including infrastructure or landscape improvements performed by Telecam, its agents or designees, in relation to the development of the Lawson Hill PUD)

unless the applicant has received a Certificate of Approval from the Review Board, pursuant to the Design Regulations. No temporary or final certificate of occupancy shall be issued by the County for any Site Improvement unless the applicant has received a Certificate of Compliance from the Review Board pursuant to the Design Regulations.

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8. Transportation:

8.1. Recitals:

8.1.1. Whereas, the Master Plan and the LUC require all new developments to mitigate the transportation impacts they create.

8.1.2. Whereas, the regulations contained in this section 8 adequately mitigate the transportation impacts of the Lawson Hill PUD.

8.2. The Plan: Therefore be it resolved that:

8.2.1. The Lawson Hill PUD shall provide the segregated transit rights-of-way shown on the Parking and Transportation Plan within Exhibit Sheets (the "Transportation Plan").

8.2.2. The Lawson Hill PUD shall provide the transit spur and bus stop sites shown on the Transportation Plan.

8.2.3. The Lawson Hill PUD shall provide land for not less than 150 intercept parking spaces as shown on the Parking and Transportation Plan and maintenance of such intercept parking lot shall be effected by Telecam and the County or such regional transportation entity as shall succeed to the County's regional transportation function.

8.2.4. Telecam shall dedicate the "Alternative Transportation Easements" as shown on the Parking and Transportation Plan, provided however that dedication of easement lying within the North Adams Ranch shall not occur until requested by the County after all other easements necessary to complete the alternative transportation corridor between the Town of Telluride and the West Meadows project have been dedicated.

8.2.5. The dedications referred to in section 8.2.4 shall be effected in form and in substance as may be reasonably required by the County.

8.2.6. The Propertyowners' Company shall contribute a sum equal to 25 per cent, .75 per cent of the Consideration (defined in the Declaration), of the Real Estate Transfer Assessment (provided for in the Declaration) collected by it to the County, or such regional transportation entity which succeeds to the County's regional transportation function, for the purpose of funding the provision of capital facilities for, and the development, operation and maintenance of, a regional transportation system, all as described in the

Declaration.

8.2.7. Lawson Hill shall participate, on a fair and equal basis with others, in the Town of Telluride Shuttle Bus Plan with its cost of such participation being funded by the Propertyowners' Company from assessments

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9. Fire Protection:

9.1. Recitals:

9.1.1. Whereas, it is an objective of the Master Plan and the LUC to provide for adequate fire protection.

9.1.2. Whereas, the County has determined that the Lawson Hill PUD will eventually add to the tax base of the Telluride Fire Protection (the "Fire District") thereby enhancing the fire protection capabilities of the Fire District.

9.1.3. Whereas, the County has determined that the ad valorem taxes collected by the Fire District will mitigate a portion of the impacts imposed on the Fire District by the Lawson Hill PUD.

9.1.4. Whereas, Telecam has had discussions with the Fire District and has agreed to pay, or cause others to pay, certain impact fees to the Fire District for the purpose of defraying a portion of the cost of capital facilities necessitated by the Lawson Hill PUD.

9.1.5. Whereas, the Fire District has approved the fire protection provisions of the Lawson Hill PUD (the "Fire Protection Plan").

9.1.6. Whereas, the Fire Protection Plan satisfies the requirements of the LUC.

9.2. The Plan: Therefore be it resolved that:

9.2.1. The Lawson Hill PUD shall effectuate the Fire Protection Plan.

9.2.2. Telecam has voluntarily agreed that it shall pay, or cause others to pay, the Fire District, as an impact fee for Lawson Hill, a sum calculated at \$117 per person of residential density within Lawson Hill.

9.2.3. At the time of approval of each final plat for Lawson Hill, Telecam shall pay, or cause others to pay, the Fire District a portion of the total impact fee equal to a sum calculated by multiplying the "Current Fire Impact Rate" per person of residential density subject to such impact fee by population density allowed under such plat.

9.2.4. Based on the rates set forth in section 9.2.2, the Current Fire Impact Rate shall change at the beginning of each calendar year, commencing January 1, 1992, to reflect the change, if any, in the Consumer Price Index for Average Urban Consumers (1982/84=100) published by the Bureau of Labor Statistics

of the United States Department of Labor, from December, 1990.

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10. Schools:

10.1. Recitals:

10.1.1. Whereas, it is an objective of the Master Plan and the LUC to encourage and support planning at the school district level that is sufficient to anticipate and meet the demands placed on the Telluride R-1 School District by development.

10.1.2. Whereas, the LUC requires the Lawson Hill PUD to (i) dedicate land for school purposes or pay a fee in lieu of such dedication and (ii) pay school impact fee.

10.2. The Plan: Therefore be it resolved that:

10.2.1. Concurrent with the recording of each final plat for a portion of the Lawson Hill PUD, Telecam has volutarily agreed that it shall pay, or cause others to pay, (i) the fee in lieu of land dedication for school purposes required by the LUC and (ii) the school impact fees required by the LUC.

11. Recreational Amenities:

11.1. Recitals:

11.1.1. Whereas, it is an objective of the Master Plan and the LUC to balance growth in the Telluride region with the provision of recreational amenities.

11.1.2. Whereas, the Lawson Hill PUD is required to mitigate the impacts created by the owners, residents, guests, lessees, licensees and invitees of the Lawson Hill PUD on the recreational resources of the Telluride Region.

11.1.3. Whereas, the Idarado Mining Company and the State of Colorado are presently negotiating with respect to an "in place" remediation program for the tailings pond located on the Lawson Hill PUD.

11.2. The Plan: Therefore be it resolved that:

11.2.1. After Idarado Mining Company and the State of Colorado have completed a first phase of tailings pond remediation (consisting of consolidating all tailings within "Tailings Pond No. 2", relocating said Tailings Pond No. 2 so as to be at least ten feet removed from the San Miguel River, and capped [utilizing on site material to be made available by Telecam] the tailings with a twelve inch cap [including a clay or bentonite layer to be paid for by

Telecam] Telecam shall effect further improvement of the tailings pond by adding an additional twelve inches of capping material and improving the same as a playing field.

11.2.2. Telecam shall build a community center with parking, fenced play area and field development located within the Lawson Hill PUD. The community center may initially be located within the live-work area.

11.2.3. The Lawson Hill PUD shall provide sites within its common open spaces for ski touring huts and primitive summer shelters for use by the public.

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12. Open Space/Scenic Foreground:

12.1. Recitals:

12.1.1. Whereas, it is an objective of the Master Plan and the LUC to preserve open space for the use and enjoyment of owners and residents within developments, and others, and maintain the scenic vistas that draw both residents and tourists to the Telluride region and to require adequate and appropriate open space in developments.

12.1.2. Whereas, the Preliminary Application, the Preliminary Development Plan and the Preliminary Plat provide in excess of 50% common open space in the Affordable Housing District and in excess of 60% common open space in the Low Density District which meets or exceeds the open space requirements of the LUC.

12.1.3. Whereas, a portion of the development of the Lawson Hill PUD lies within the Scenic Foreground Overlay (as defined by the LUC).

12.1.4. Whereas, the Preliminary Application, the Preliminary Development Plan and the Preliminary Plat establish building sites within the Lawson Hill PUD to promote and preserve the existing scenic vistas and mitigate the impact of development within the Scenic Foreground Overlay by:

utilizing existing topography to screen buildings from the State and County road system;

effecting design of the Lawson Hill PUD to complement the natural topography;

utilizing innovative architectural techniques and clustering of structures in the least visible portions of the development;

designing structure height and bulk to avoid to the extent possible visibility from the State and County road system;

avoiding uses on the highest ground or most visible sites from the State and County road system;

to the extent possible, locating development outside the Scenic Foreground Overlay;

avoiding development within wetland and wildlife habitat areas;

shielding exterior lighting to prevent off-site visibility;

utilizing landform and earth moving to complement and enhance development;

clustering development outside the Scenic Foreground Overlay.

12.2. The Plan: Therefore be it resolved that:

12.2.1. The common open space (as defined in the LUC), both active and passive (as defined in the LUC) as shown on the Preliminary Plat shall not be substantially altered.

12.2.2. The Review Board shall enforce the provisions of the Declaration with respect to the location of building sites within Lawson Hill.

12.2.3. Telecam shall utilize existing and manmade topography, together with extensive landscaping as shown on the Landscaping Plan submitted with the Preliminary Application, to screen development within Lawson Hill from sensitive vistas from surrounding roads and highways.

12.2.4. Altered topography within Lawson Hill shall be managed so far as practicable to achieve a rough and natural appearance consistent with natural topography.

12.2.5. Within Lawson Hill structures shall be clustered and roofs shall be surfaced so as to lower visibility.

12.2.6. Within Lawson Hill roof forms shall be relatively low. Building heights on Lot A1 shown on Exhibit Sheets shall be limited to 22 feet within 200 feet of Highway 145, such roofs shall be required to be flat and covered with meadow grasses.

12.2.7. Roofs on Lots B and A2 shown on Exhibit Sheets shall be required to be of Cor-ten so as to blend with natural terrain, features and colors.

12.2.8. Existing grade shall be lowered on the developed side of bermed areas.

12.2.9. Within Lawson Hill exterior lighting shall be shielded, directed to a surface and minimized. No mercury vapor or sodium vapor lighting shall be allowed within Lawson Hill.

12.2.10. Telecam shall provide the berming and other landscaping shown on the Landscaping Plan submitted with the Preliminary Application. The Propertyowners' Company shall effect the long term maintenance, including irrigation, of such landscaping.

12.2.11. Telecam shall relocate the power transmission line as shown on the

Preliminary PLat.

12.2.12. Telecam shall dedicate to the public all open space described on Exhibit Sheets with the exception of that open space lying within the North Adams Ranch. Such dedication shall be effected in form and in substance as may be reasonably required by the County. Title to such open space may be (i) retained by Telecam as a "Facility furnished by the Developer" as described in the Declaration, (ii) conveyed by Telecam to the Propertyowners' Company, or (iii) with the consent of the County, be conveyed to the County.

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13. Density Limitations:

13.1. Recitals:

13.1.1. Whereas, the densities provided in Sections 2 through 6 inclusive comply with the provisions of the Master Plan and the LUC.

13.2. The Plan: Therefore be it resolved that:

13.2.1. The density limitation in the Lawson Hill PUD shall be as provided in Sections 2 through 6 inclusive.

14. Road Standards:

14.1. Recitals:

14.1.1. Whereas, it is a requirement of the Master Plan and the LUC that all newly constructed roads within the County conform to the road standards of LUC, although exceptions may be made where topography does practicably permit conformance to such standards and where no dangerous condition will be created by varying from such standards.

14.1.2. Whereas, in certain cases the topography of the Lawson Hill PUD does not practicably permit conformance to such road standards with respect to certain roads to be located within the Lawson Hill PUD.

14.1.3. Whereas, the County, after consulting with the County Engineer, is of the opinion that no dangerous condition will be created by varying from the road standards of the LUC as described in section 13.2.

14.2. The Plan: Therefore be it resolved that:

14.2.1. Telecam shall in all cases conform to the road standards of the LUC except that -

Curbs and sidewalks need not be provided as required by LUC Sections 5-502 M and 5-502 N;

Notwithstanding LUC Section 5-502 F, cul de sacs may exceed 1200 feet in length, provided, with respect to each such cul de sac, appropriate and necessary intermittent turn-around opportunities are provided and the Fire District shall have approved such cul de sac.

Alleys need not be provided as required by LUC Section 5-503.

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15. Water Supply and Quality/Sewage:

15.1. Recitals:

15.1.1. Whereas, it is an objective of the Master Plan and the LUC to preserve valuable natural resources.

15.1.2. Whereas, it is an objective of the Master Plan and the LUC to protect the quantity and quality of water resources.

15.1.3. Whereas, it is an objective of the Master Plan and the LUC to protect the quality of our rivers, lakes and streams by minimizing the sedimentation resulting from storm water run-off.

15.1.4. Whereas, Telecam has submitted a detailed drainage plan for the Lawson Hill PUD with the Preliminary Application (the "Drainage Plan"), which has been approved by the County.

15.1.5. Whereas, Telecam and the Town of Telluride have entered into that certain Sewer and Water Connection Agreement For The Lawson Hill PUD, Final Redraft, (the "Town Sewer and Water Agreement").

15.1.6. Whereas, pursuant to the Town Sewer and Water Agreement the Town of Telluride has agreed to provide sanitary sewer service and water service to the Lawson Hill PUD except for (i) the North Adams Ranch and (ii) Lots P, Q, Q1, T and Lots 401 through 415 shown on Exhibit Sheets.

15.1.7. Whereas, Telecam and the Mountain Village Metropolitan District (the "Metro District") have agreed to the annexation into the Metro District of the North Adams Ranch. Upon such annexation the Metro District will provide sanitary sewer service and water service to the North Adams Ranch.

15.2. The Plan: Therefore be it resolved that:

15.2.1. Pursuant to the Town Sewer and Water Agreement, Telecam shall provide sanitary sewer service and water service to all lots within the Lawson Hill PUD with the exception of (i) the North Adams Ranch and (ii) Lots P, Q, Q1, T and Lots 401 through 415 shown on Exhibit Sheets.

15.2.2. Prior to filing a final plat for the North Adams Ranch, Telecam shall have effected annexation to the Metro District.

15.2.3. With respect to Lots P, Q, Q1, T and Lots 401 through 415 shown on Exhibit Sheets, Telecam shall, by means of connection to facilities provided by the Town of Telluride or the Metro District or by construction by Telecam of an appropriate private potable water system and/or tertiary sewer treatment plant, provide such sanitary sewer and water treatment and service facilities to serve such lots as shall conform to all applicable governmental laws, rules and regulations.

15.2.4. Telecam shall construct all infrastructure improvements in accordance with the Drainage Plan.

15.2.5. A large portion of all irrigation water shall be supplied from a system separate and apart from the domestic water system.

15.2.6. Only 1.6 gallon or less tank toilets shall be permitted within the Lawson Hill PUD; provided however that, with respect to any lot within the Affordable Housing District under contract to be sold to Action Housing Group ("Action") or its successor in interest pursuant to a contract between Telecam and Action dated , 1991, included within the "Purchase Parcel" described in said contract, nonconforming toilets shall be allowed subject to a program to conform within five years from date of closing of sale.

15.2.7. No lawns shall be allowed within Lawson Hill.

15.2.8. Only native species of vegetation shall be allowed within Lawson Hill.

15.2.9. Gardens within Lawson Hill shall be limited to 150 square feet.

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16. Air Quality:

16.1. Recitals:

16.1.1. Whereas, it is an objective of the Master Plan and the LUC to mitigate air pollution impacts of developments.

16.1.2. Whereas, the County has adopted air quality standards by the Board's Resolutions 1986-20 and 1990-33, as heretofore amended (the "Air Quality Regulations").

16.2. The Plan: Therefore be it resolved that:

16.2.1. Lawson Hill is and shall remain subject and conform to the Air Quality Regulations, as they have been, and may in the future be, amended.

16.2.2. No more than three solid fuel burning devices shall be permitted in Lawson Hill and no such device shall be installed without the prior written

approval of the Review Board.

16.2.3. No solid fuel burning device shall be operated during periods of adverse meteorological conditions or adverse air pollution as determined by the Propertyowners' Company.

16.2.4. Use of solid fuel burning devices shall be subject to all applicable governmental regulations, whether now existing nor hereafter promulgated.

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17. Wildlife:

17.1. Recitals:

17.1.1. Whereas, it is an objective of the Master Plan and the LUC to protect wildlife as a valuable natural resource by developing a plan to protect wildlife habitat.

17.1.2. Whereas, portions of the Lawson Hill PUD have been designated by the Colorado Division of Wildlife as severe elk and deer winter ranges.

17.1.3. Whereas, through interaction with the Colorado Division of Wildlife (the "Division") and the County, Telecam has (i) evaluated the impact of development of the Lawson Hill PUD on wildlife, (ii) designed the Lawson Hill PUD in a manner the Division has determined will minimize the impact on wildlife to an acceptable level consistent with the LUC, and (iii) pursuant to the direction of the Division, developed a wildlife impact mitigation program for the Lawson Hill PUD.

17.2. The Plan: Therefore be it resolved that:

17.2.1. The Declaration shall contain the following:

Restriction on Animals: No dog shall be allowed within Lawson Hill at any time. No other animal shall be kept on any Property which bother or constitute a nuisance to other owners or in contravention of any rule or regulation of the Propertyowners' Company.

Restriction on Recreational Vehicles: No motorcycle, motorbike, snowmobile, golf cart or other motorized vehicle shall be operated within or on the Property, except on designated roads or except as otherwise specifically permitted by rules and regulations of the Propertyowners' Company.

No Fences: No fences, walls or other barriers shall be permitted without the prior written approval of the Review Board. Property line and perimeter fencing shall be prohibited within 300 feet of undeveloped open space unless required for purposes of safety.

Hold Harmless/Indemnification. Each Owner agrees to indemnify and hold the Colorado Division of Wildlife harmless for any damage that they may incur, to

person or property, which results from either the actions or inactions of any wildlife within Lawson Hill.

No Hunting. No hunting shall be allowed within Lawson Hill.

Building Envelopes Established. All Sites shall be subject to the building site envelope limitations as set forth in Exhibit Lots.

17.2.2. Telecam shall dedicate the conservation easements shown on Exhibit Sheets. The dedications shall be effected in form and in substance as may be reasonably required by the County and the Colorado Department of Wildlife.

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18. Geology, Floodplains, Wetlands:

18.1. Recitals:

18.1.1. Whereas, it is an objective of the Master Plan and the LUC to restrict development in natural geologic hazard areas and flood plains where possible.

18.1.2. Whereas, it is a policy of the Master Plan and the LUC to enforce building standards and hazard mitigation techniques in areas where public policy makes development in moderate hazard areas preferable in order to implement other goals.

18.1.3. Whereas, the County recognizes that development in the Lawson Hill PUD pursuant to the Preliminary Application, the Preliminary Development Plan and the Preliminary Plat poses no flood plain problems.

18.1.4. Whereas, the County recognizes that the development in the Lawson Hill PUD poses no avalanche or landslide problems which cannot be adequately mitigated.

18.1.5. Whereas, Telecam has presented the County with studies conducted by Lambert and Associates, Inc., set forth in Geologic Hazard Report and Geotechnical Engineering Study, Geotechnical Engineering Report for Roads and Geotechnical Report for Relocation Sites (collectively the "Geology Reports").

18.1.6. Whereas, the County has accepted and found suitable the mitigation techniques and program recommended by Lambert and Associates, Inc. in the Geology Reports.

18.1.7. Whereas, Telecam has located, mapped and designated the locations of wetlands in the Lawson Hill PUD.

18.1.8. Whereas, the County and Telecam desire to preserve the wetlands in the Lawson Hill PUD, to the extent reasonably possible, through the Section 404 Permit process of the United States Clean Water Act.

18.1.9. Whereas, Telecam will utilize a comprehensive revegetation plan for all areas disturbed by road and utility construction within the Lawson Hill PUD.

18.2. The Plan: Therefore be it resolved that:

18.2.1. All final plats shall designate all wetland areas identified by Telecam or the County as non-buildable areas. Nothing in this paragraph shall be construed to preclude the construction of roads and utilities serving the Lawson Hill PUD within wetlands when such cannot be reasonably located elsewhere.

18.2.2. Telecam shall dedicate the wetlands easements shown on Exhibit Sheets. The dedications shall be effected in form and in substance as may be reasonably required by the County.

18.2.3. All areas in the Lawson Hill PUD disturbed by construction activities shall be revegetated.

18.2.4. The Design Regulations shall require that a detailed landscaping plan will be provided in conjunction with the architectural design review for building construction on each lot in Lawson Hill.

18.2.5. All roads, drainage structures and utilities shall be designed and constructed using detailed geological and geotechnical engineering designs and prudent construction and hazard mitigation procedures; these provisions shall apply regardless of the development schedule.

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19. Historical Resource Preservation:

19.1. Recitals:

19.1.1. Whereas, each of Telecam and the County desire to preserve historical resources.

19.1.2. Whereas, no prehistorical nor archeological resource has been found to exist within the Lawson Hill PUD.

19.1.3. Whereas, a valuable historical resource in the form of abandoned placer mining structures exists within the boundaries of the Lawson Hill PUD.

19.2. The Plan: Therefore be it resolved that:

19.2.1. Telecam shall use reasonable efforts to preserve and maintain the abandoned placer mining structures within the Lawson Hill PUD in their present condition.

20. Solid Waste Disposal:

20.1. Recitals:

20.1.1. Whereas, Telecam has submitted a plan for solid waste disposal.

20.1.2. Whereas, the Propertyowners' Company will contract with a commercial waste management contractor for pick-up, hauling and disposal of solid waste within Lawson Hill.

20.1.3. Whereas, the Lawson Hill PUD is subject to the solid waste impact fee obligation set forth in the LUC to be used to mitigate the cost of solid waste disposal capital facilities to be utilized by the Lawson Hill PUD.

20.2. The Plan: Therefore be it resolved that:

20.2.1. Concurrent with the recording of each final plat for a portion of the Lawson Hill PUD, Telecam shall pay, or cause others to pay, the solid waste impact fee due pursuant to the LUC.

20.2.2. The cost of solid waste pickup, hauling and disposal shall be borne by the owners within Lawson Hill by payment directly to the waste management contractor or by payment of assessments to the Propertyowners' Company which shall contract for such services.

20.2.3. The contractor furnishing the services described in section 20.1.2 shall be required to furnish suitable containers for segregation of solid waste so that the same may be conveniently recycled where appropriate and shall be required to effect disposal in such a way as to maximize recycling.

20.2.4. If the Board forms a solid waste advisory commission, Telecam, if requested, will serve on such commission in an attempt to solve present and future problems associated with solid waste disposal.

20.2.5. The Propertyowners' Company will participate in any recycling program implemented in the Telluride region and pay its pro rata share of any costs associated with such program. Any such program shall be equitably and evenly imposed and enforced within the Telluride region.

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21. Real Estate Transfer and Retail Sales Assessment:

21.1. Recitals:

21.1.1. Whereas, Telecam has determined that the imposition of a real estate transfer assessment will help equalize competition between land sales in Lawson Hill and land sales in the Town of Telluride and in the Telluride Mountain Village for so long as those entities impose a real estate transfer tax or assessment.

21.1.2. Whereas, Telecam has determined that the imposition of a retail sales assessment will help equalize competition between retail sales in Lawson Hill and retail sales in the Town of Telluride and in the Telluride Mountain Village for so long as those entities impose a retail sales tax or assessment.

21.2. The Plan: Therefore be it resolved that:

21.2.1. The Declaration shall impose a real estate transfer assessment and a retail sales assessment, in each case at the rates and subject to the exemptions set forth in the Declaration.

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22. Trails:

22.1. Recitals:

22.1.1. Whereas, it is an objective of the Master Plan and the LUC to maintain existing trails and to plan and implement new multi-use, year-round and seasonal trails as identified in the Telluride Regional Area Trails Plan.

22.1.2. Whereas, Telecam desires to participate in the Telluride Regional Area Trails Plan.

22.1.3. Whereas, the trails shown on the Trails Plan submitted with the Preliminary Application form a part of the Parking and Transportation Plan.

22.2. The Plan: Therefore be it resolved that:

22.2.1. (a) Telecam shall (i) dedicate public easements for and (ii) contribute to an entity to be formed to construct and maintain trails within the Telluride region, in phases, an aggregate of \$65,000, for the construction of, and (b) the Propertyowners' Company shall participate with such entity in the maintenance of, the trails shown on the Trails Plan shown on Exhibit Sheets. The dedications shall be effected in form and in substance as may be reasonably required by the County. Additionally, at its own cost, Telecam shall construct the trails underpasses shown on the Trails Plan.

22.2.2. The Propertyowners' Company shall cooperate and participate, on a fair and equitable basis, with the Forest Service and/or a regional entity to build and maintain a Telluride regional trail system.

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23. Change of Ownership:

23.1. Recitals:

23.1.1. Whereas, it is the intention of the County and Telecam to insure that the

terms of the Preliminary Development Plan shall apply to the Lawson Hill PUD regardless of ownership.

23.1.2. Whereas, the County and Telecam desire to eliminate any claim of a subsequent owner of any portion of the Lawson Hill PUD that may be based on a claim of lack of knowledge of the contents of the Preliminary Development Plan.

23.2. The Plan: Therefore be it resolved that:

23.2.1. Immediately following execution of this agreement by Telecam and the County, the County shall record this agreement in the office of the Clerk and Recorder of the County, thereby causing this document to constitute constructive notice to owners, residents, guests, licensees, lessees and invitees of any portion of the Lawson Hill PUD of their duty to comply with the terms of the Preliminary Development Plan embodied herein. The terms of the Preliminary Development Plan may be modified under applicable County procedures which shall only require the approval of Telecam and the County and shall not require the approval of any person who is not a party to this agreement.

23.2.2. Telecam may transfer or assign any of the benefits or rights set forth herein to any person or entity, including but not limited to the Propertyowners' Company. Notwithstanding any such transfer or assignment, Telecam shall remain responsible to the County for the performance of all duties and obligations imposed on it by this agreement.

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24. Improvements Bonding Agreement.

24.1. Recitals:

24.1.1. Whereas, if Telecam desires to file final plats for portions of the Lawson Hill PUD prior to completing the roads and other improvements serving the lots and other property described in any such final plat Telecam will be required to enter into an improvements agreement and secure the same, all as required by the LUC.

24.2. The Plan: Therefore be it resolved that:

24.2.1. Prior to the approval and recording of the first final plat for a portion of the Lawson Hill PUD Telecam and the County shall have entered into the Lawson Hill PUD Master Bonding Agreement, effective date , 1991, a copy of which is attached hereto as Exhibit MBA.

25. Amendment to the LUC:

25.1. Recitals:

25.1.1. Whereas, the Master Plan does not presently identify any portion of the Lawson Hill PUD as appropriate for regional shopping or free standing commercial uses.

25.1.2. Whereas, Telecam anticipates public need and support for, and therefore has indicated a desire to develop a portion of the Lawson Hill PUD for, free standing commercial uses.

25.2. The Plan: Therefore be it resolved that:

25.2.1. At such time, if ever, that the Master Plan is amended so as to identify a portion of the Lawson Hill PUD as appropriate for regional shopping or free standing commercial uses and Telecam is prepared to comply with the then applicable standards of the LUC with respect to such uses, Telecam may apply for a rezoning of a portion of the Industrial District to allow such uses. Telecam's application will be dealt with by the County on its merits in accordance with the requirements and procedures of the LUC then in effect.

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26. Unforeseen Impacts:

26.1. Recitals:

26.1.1. Whereas, each of Telecam and the County recognizes that unforeseen impacts may arise during the development of the Lawson Hill PUD.

26.2. The Plan: Therefore be it resolved that:

26.2.1. Telecam shall abide by all valid regulations, rules, resolutions and ordinances duly enacted by the County and applied prospectively and evenly throughout the County and the Telluride Region during the development of the Lawson Hill PUD which regulations, rules, resolutions and ordinances are necessitated by the impacts of development on the health, safety and general welfare of the Telluride Region.

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27. Severability: Be it resolved that:

27.1. The invalidity or unenforceability of any provisions, clause or section of this agreement, and of the Preliminary Development Plan embodied herein, or of any part thereof, shall not affect the validity or enforceability or any other provision of this agreement or the Preliminary Development Plan. The valid and enforceable portions of this agreement and the Preliminary Development Plan shall continue unimpaired and in full force and effect in the event any portion of this agreement or the Preliminary

Development Plan is declared or otherwise found to be invalid or unenforceable.

28. Entire Conditions: Be it resolved that:

28.1. This agreement, and the Preliminary Development Plan embodied herein, constitutes the entire set of conditions for Preliminary Development Plan Approval under the LUC and may be amended only by an instrument in writing executed by each of the County and Telecam utilizing the formalities and procedures set forth in the LUC.

29. Litigation Expenses: Be it resolved that:

29.1. In the event of any litigation arising between the County and Telecam regarding the terms of this agreement and the Preliminary Development Plan, the prevailing party, among other things, shall be entitled to an award of damages from the other party for all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

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30. Rezoning:

30.1. Recitals:

30.1.1. Whereas, pursuant to the planned unit development process provided for in the LUC the uses and area and bulk standards allowed within the Lawson Hill PUD will be designated on the final plats recorded with respect to portions of the Lawson Hill PUD.

30.2. The Plan: Therefore be it resolved that:

30.2.1. Portions of the Lawson Hill PUD are hereby rezoned to the Affordable Housing Planned Unit Development Zone District, Low Density Zone District, Low Intensity Industrial Zone District, Forestry, Agricultural and Open Zone District and Public Zone District, all as described in sections 2 through 6 inclusive, and shall be allowed the uses and area and bulk standards described in sections 2 through 6 inclusive and as more specifically identified on final plat for such portions of the Lawson Hill PUD approved by the County.

31. Approval:

31.1. Recitals:

31.1.1. Whereas, the Board has reviewed this Planned Unit Development Plan for the Lawson Hill PUD.

31.1.2. Whereas, the Board considered the approval of this Planned Unit Development Plan at the public hearing referred to in section 1.7, at which time it received relevant evidence and testimony.

31.2. Approval: Therefore be it resolved that:

31.2.1. This Preliminary Development Plan Approval for the Lawson Hill PUD is consistent with (i) the current policies, goals and objectives of the San Miguel County Comprehensive Development Plan, including the Telluride Regional Master Plan and (ii) the applicable standards of the LUC.

31.2.2. The Board hereby approves this Preliminary Development Plan Approval for the Lawson Hill PUD and the rezoning contained herein.

31.2.3. Telecam hereby accepts the terms of the rezoning of the Lawson Hill PUD contained herein.

This instrument is executed on , 1991, effective as of , 1991.

Board of County Commissioners of San Miguel County, Colorado.

By

, Chairman

Attest:

,Administrative Assistant

Telecam Partnership II, Limited, a Colorado limited partnership, by its sole general partner, Telecam Partnership I, Limited, a Colorado limited partnership

By_Henson L. Jones, General Partner

STATE OF COLORADO }

} ss

COUNTY OF SAN MIGUEL }

The foregoing instrument was acknowledged before me on , 1990, by , Chairperson of the Board of County Commissioners of San Miguel County, Colorado, and , Administrative Assistant to said Board.

Witness my hand and seal.

My commission expires:

Notary Public

STATE OF COLORADO)

) ss.

COUNTY OF SAN MIGUEL)

The foregoing instrument was acknowledged before me on

, 1991, by Henson L. Jones, general partner of Telecam Partnership I, Limited, a Colorado limited partnership, the sole general partner of and on behalf of Telecam Partnership II, Limited, a Colorado limited partnership.

Witness my hand and official seal.

My commission expires:

Notary Public

4/26/91

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For questions pertaining to a specific department, please see the [directory](#) on the home page for that department's e-mail. With any correspondence, include a daytime phone number. Please note that we may not be able to respond to a question without a daytime phone number.