



Office of the County Manager

970-328-8604

970-328-8629(f)

eagleadmin@eaglecounty.us

www.eaglecounty.us

February 22, 2024

Michelle Metter
Town Manager
301 Boulder Street, #309
Minturn, CO 81645

RE: Paving of County Road 14 in connection with Minturn North Planned Unit Development

Dear Michelle:

The purpose of this letter is to document the conditional approval of Eagle County, Colorado, of a proposal to improve a portion of Minturn Road (County Road 14), located in unincorporated Eagle County (the "Project"), on the terms set forth herein.

It is my understanding that the developer of a project known as the Minturn North Planned Unit Development, located in the Town of Minturn (the "PUD"), has agreed in connection with the approval of the PUD by the Town of Minturn, to improve Minturn Road from the PUD boundary to Dowd Junction. The improvements generally consist of drainage improvements, curb and gutter in certain locations, widening of the roadway and paving. The segment of Minturn Road to be improved by the developer is generally depicted on the exhibit attached to this letter. A portion of this road segment is located in unincorporated Eagle County, and has been classified as a Rural Residential Collector under County Land Use Regulations. County standards require a minimum lane width of 11', with 2' shoulders.

The County's approval of the Project is conditioned upon the following: (i) prior review and approval by the County Engineer and the County Director of Road and Bridge of full plans and specifications and materials for the Project; (ii) opportunity for inspection of the Project by the County Engineer and/or the Director of Road and Bridge following completion; (iii) execution by the developer of a subdivision or public improvement agreement for the Project ("SIA") that includes a two-year warranty period during which time the developer would be responsible for any necessary repairs to ensure the Project is in compliance with the approved plans, provision for indemnification of the County, and a provision requiring collateral for the Project improvements through termination of the warranty period. I understand the Town has agreed to hold the collateral to be submitted by the developer under this SIA on behalf of the County, which the County may draw from to remedy any default by the developer under the terms of the SIA.

Please let us know if you need any additional information from us with regard to this Project.

Sincerely,

Jeff Shroll
County Manager

cc: Ben Gerdes, County Engineer
Beth Oliver, Interim County Attorney