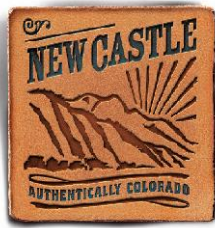


Posted: _____

Remove: _____



Town of New Castle

450 W. Main Street
PO Box 90
New Castle, CO 81647

Administration Department

Phone: (970) 984-2311

Fax: (970) 984-2716

www.newcastlecolorado.org

Agenda

New Castle Planning and Zoning Commission Regular Meeting

Wednesday, February 12, 2020, 7:00 PM

Call to Order, Roll Call, Meeting Notice

Conflicts of Interest (Disclosures are on file with Town Clerk & Secretary of State)

Citizen Comments on Items NOT on Agenda

Public Hearing

- [A.](#) Application for a Conditional Use Permit for an Accessory Dwelling Unit (ADU)
- [B.](#) Resolution PZ-2020-01 - Consider Recommending Approval Conditional Use Permit for an Accessory Dwelling Unit (ADU)

Public Hearing

- [C.](#) Application for PUD Master Plan Amendment of Planning Areas PA13, PA17, & PA18 in Castle Valley Ranch – Changing Mixed-Use 1&2 Zoning to Residential Zoning;
- [D.](#) Resolution PZ-2020-02 Recommending Approval of Castle Valley Ranch PUD Master Plan Amendment

Review Minutes of Previous Meetings

- [E.](#) Draft Minutes September 11, 2019

Adjournment

Item Attachment Documents:

- A. Application for a Conditional Use Permit for an Accessory Dwelling Unit (ADU)

**Town of New Castle**

450 W. Main Street

PO Box 90

New Castle, CO 81647

Planning/Building & Code**Administration Department****Phone:** (970) 984-2311**Fax:** (970) 984-2716www.newcastlecolorado.org

Staff Report
Conditional Use Permit – ADU
Planning Commission – Hearing
February 12, 2020

Project Information

Name of Applicant: Vance and Elyse Hutchinson

Applicant's Mailing Address: 226 N 7th St., New Castle, CO

Property Address: 226 N 7th St., New Castle, CO

Property Owner: Same

Owner Address/Phone: Same

Proposed Use: Accessory Dwelling Unit (ADU)

Legal Description: Section: 31 Township: 5 Range: 90 Subdivision: Gordon Subdivision Lot: 5A, a resubdivision of Gordon Subdivision Lots 4 and 5, Town of New Castle, According to the plat thereof recorded October 17, 1991 as Reception No. 428362.

Size of Lot: .384 acres

Street Frontage: N. 7th Street

Existing Zoning: R-1

Surrounding Zoning: R-1 and P/S (Open Space)

I Application:

Accessory dwelling units have proven to be a creative solution for living accommodations in established, fully built-out communities. ADUs have served as a means for affordable housing, vacation rental income, added foot traffic for local businesses, and tax revenues for municipalities.

The current proposal offers ample living space in close proximity to downtown New Castle. The design sports a fully equipped kitchen with a two-bedroom floorplan all above an existing two-car garage. A private entry accessed via exterior stairway is planned on the south side of the structure with two off-street tandem parking spaces located on the west side. In the short-term, the Applicant desires housing provisions for family members. Long-term, the unit can be adapted to rental property use.

As a conditional use application, the Planning Commission (P&Z) is required to hold a public hearing in accordance with the procedures set forth in Municipal Code chapter 16.08. Within 30 days after the hearing, P&Z must make one of three recommendations to Town Council:

- 1) Approve the CUP unconditionally;
- 2) Approve the CUP with conditions;
- 3) Deny the CUP.

II Development Application Contents:

1. Development application – December 26, 2019
2. Application Fee Payment – December 26, 2019
3. Agreement to pay consulting fees – December 26, 2019
4. Signed performance standards – December 26, 2019
5. Certified Mail Notification – January 11, 2020
6. Land Owners within 250' – January 10, 2020
7. Affidavit of Notice
8. Recorded plat of lot 5A – October 12, 1991
9. Adjacent structures/vicinity Map
10. Building Envelope with Setbacks
11. Building Elevations
12. Commonwealth Title Commitment – August 23, 2019
13. Garfield County Assessor Owner Account Summary

III 17.72.230 – ADU Requirements and Comments:

1. Accessory dwelling units are intended to be constructed in association with a primary single-family dwelling, to provide increased affordable housing opportunities within the town and to facilitate housing in close proximity to places of employment.

Comment: The ADU is on same lot as the principle structure and is located on the 2nd floor of a two-car garage. It is within walking distance to downtown amenities such as restaurants, Town Hall, the Library, and good fishing.

2. Notwithstanding any maximum or minimum square footage requirements in the zone district per dwelling unit, ADUs shall contain not more than eight hundred fifty (850) square feet and not less than four hundred (400) square feet. Only one ADU shall be allowed per principal building. The square footage of ADUs shall be calculated using the total gross square footage associated with the ADU living space inclusive of storage, hallways, and basements but not including garage space.

Comment: The total interior square footage of the ADU is 841sf according to the Accessor. No other ADU is associated with the principal building.

3. ADUs shall not be allowed on lots smaller than five thousand (5,000) square feet. The square footage of the accessory dwelling unit shall not be greater than forty-seven (47) percent of the gross square footage of the principal building (inclusive of basement square footage but not including garages, uncovered decks, patios or porches) or eight hundred fifty (850) square feet whichever is less.

Comment: The principal building totals 2,150sf gross living area on a 16,746sf lot. At 841sf, the ADU is 39% of the gross square footage of the principal building.

4. Each ADU shall contain a kitchen equipped, at a minimum, with a cooking appliance, a sink, and a refrigerator/freezer with a capacity not less than six cubic feet.

Comment: The Applicant states ADU will contain a full kitchen with range, refrigerator, sink, and dishwasher.

5. Each ADU shall contain a bathroom equipped with, at a minimum, a sink, a toilet and a shower.

Comment: The ADU contains two full bathrooms each with a shower/tub, sink, and toilet.

6. No ADU shall contain more than two bedrooms, and one off-street parking space shall be provided for each bedroom in addition to the required parking space(s) for the principle building/use.

Comment: The proposal shows two bedrooms with one off-street parking space per bedroom. The parking spaces are located east of the garage (off of 7th street) at the base of the stairway entry.

Principal Building & ADU Proposed Off-street Parking



7. All water service connections made to an ADU shall comply with the town's water and wastewater service connection requirements. ADUs may be connected to the water and wastewater service lines serving the principle building or directly to the most convenient water or sewer main line; provided that the landowner shall bear all expense of such connections, shall obtain all necessary permits from the town prior to any road cuts, and shall, prior to connection, pay a tap fee to the town equal to 0.5 EQR if the ADU has one bedroom and 0.8 EQR if the ADU has or is capable of having two bedrooms. The owner shall also pay a water rights dedication fee in the same ratio as the tap fee.

Comment: A two bedroom ADU demands 0.8 equivalent residential units ("EQRs") MC 13.20.060 per water and sewer tap and an additional 0.8 EQRs for water rights dedication fee. In total the fees are \$14,400.

8. An ADU may not be condominiumized and/or sold separate and apart from the primary building to which it is accessory

Comment: The Applicant will not attempt to condominiumize the ADU. The dwelling unit will be occupied by a family member or will be rented.

9. The design, exterior treatments and color of an ADU shall be the same as, or compatible with, the design and exterior color and treatments of the primary building to which it is accessory.

Comment: The principle dwelling unit was built in 1963 with a stone façade, wood window trim, and a low angle hip roof. Though the roof of the principal building is nonconforming with MC 17.20.150, it is generally consistent with other strictures in the R-1 zone district. The Applicant intends a shed roof for the ADU which optimizes views towards Mt. Medaris. A non-gabled roof is atypical in R-1 zoning. However both structures will eventually have consistent design features after the renovations of each building are complete.



Property from North 7th Street



Property from Rear



Posted Notice

10. An ADU may only be occupied by a single-family as defined in Section 17.04.050 of the New Castle Municipal Code.

Comment: Permissible occupancy includes an individual occupant or an individual "family" as defined in § 17.04.050 of the municipal code.

IV 17.84.050 – CUP Approval Criteria and Comments:

A conditional use application shall be approved only if the town council finds that the application:

1. Is eligible for conditional review under Section 17.84.040;

Comment: Per MU 17.20.050, ADUs require a conditional use approval in R-1 zoning. A complete application with all CUP & ADU review requirements was submitted on December 26, 2019. A public hearing with the Planning Commission was scheduled for the first available meeting after 45 days.

2. Is generally compatible with adjacent land uses;

Comment: Residential dwelling units, trivially, are compatible with residential R-1 zoning. The proposed alteration will not obstruct neighborhood access or negatively impact contiguous open space.

3. Meets all requirements of Section 17.84.020, is in compliance with this title and minimizes potential adverse impact of the conditional use on adjacent properties and traffic flow;

Comment: The proposed dwelling unit will slightly increase the density within the immediate vicinity of the property. The roof design is uncharacteristic for the neighborhood and nonconforming to MC 17.20.150. These matters aside, the proposed ADU fully complies with all code requirements and will have negligible impact on the community.

4. Is consistent with the comprehensive plan;

Comment: The Comprehensive Plan (Guiding Principle 5) recognizes a need for affordable housing. ADUs can provide an attractive low-impact alternative to meet this need:

"The Town of New Castle, through land use policies and building regulations, can affect the numbers, size, type, location and rate of housing development. By influencing the number and variety of available housing stock, local government can ease upward pressure on prices. New Castle will establish standards of affordability based on median household income, will promote the creation of housing priced at or below those standards and will establish guidelines and procedures for maintaining affordable housing stock over time. New Castle needs to explore and adopt a variety of policies and strategies to support the affordable housing to a broad spectrum of the community."

Additionally, Policy HO-4 indicates:

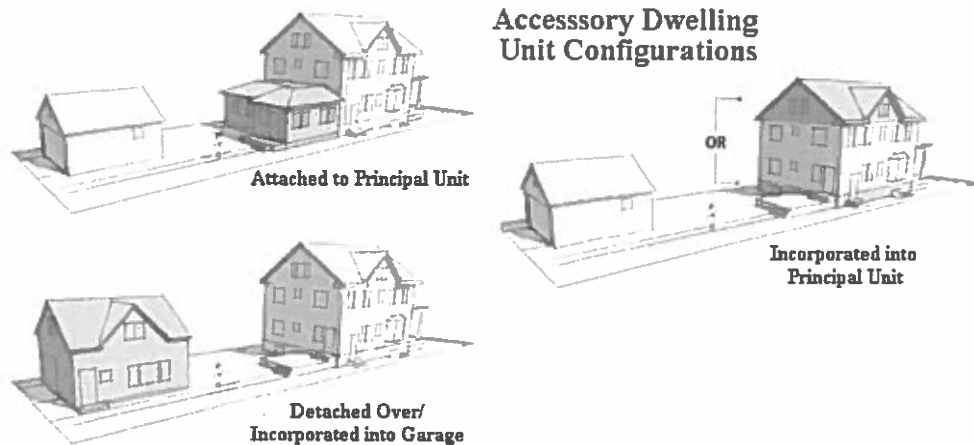
"The Town will continue to support the creation of accessory dwelling units in new and existing residential areas."

The 2019 Downtown Plan addresses the benefit of ADU development:

"Old Town is now one of the more affordable neighborhoods in the community. However, it is relatively low density and Downtown needs more residential support. Increasing density in the Old Town

neighborhood, within reason and where appropriate, might be a proper step for several reasons. The Town Code allows Accessory Dwelling Units (ADUs) as a conditional use in Downtown. These can allow residents to care and support for aging family members or provide rental space creating extra income. ADUs also serve renters with affordable housing. Finally, additional housing units will add vibrancy Downtown, as there will be more people living nearby that will likely visit those businesses regularly.

"An accessory dwelling unit is a separate living space within a house or on the same property as an existing house. Tiny houses, a recent housing trend, would be considered an ADU if they are placed on a permanent foundation on a lot containing a principal dwelling.



"It is recommended that the Town of New Castle sponsor information to the Old Town residents about this existing opportunity. The information should illustrate how such housing could be accommodated within the neighborhood, how provisions could be developed to make sure that it does not infringe upon "the existing quality of life in the neighborhood and the effect it could have on efforts to improve Downtown.

5. The town has the capacity to serve the proposed use with water, sewer, fire and police protection.

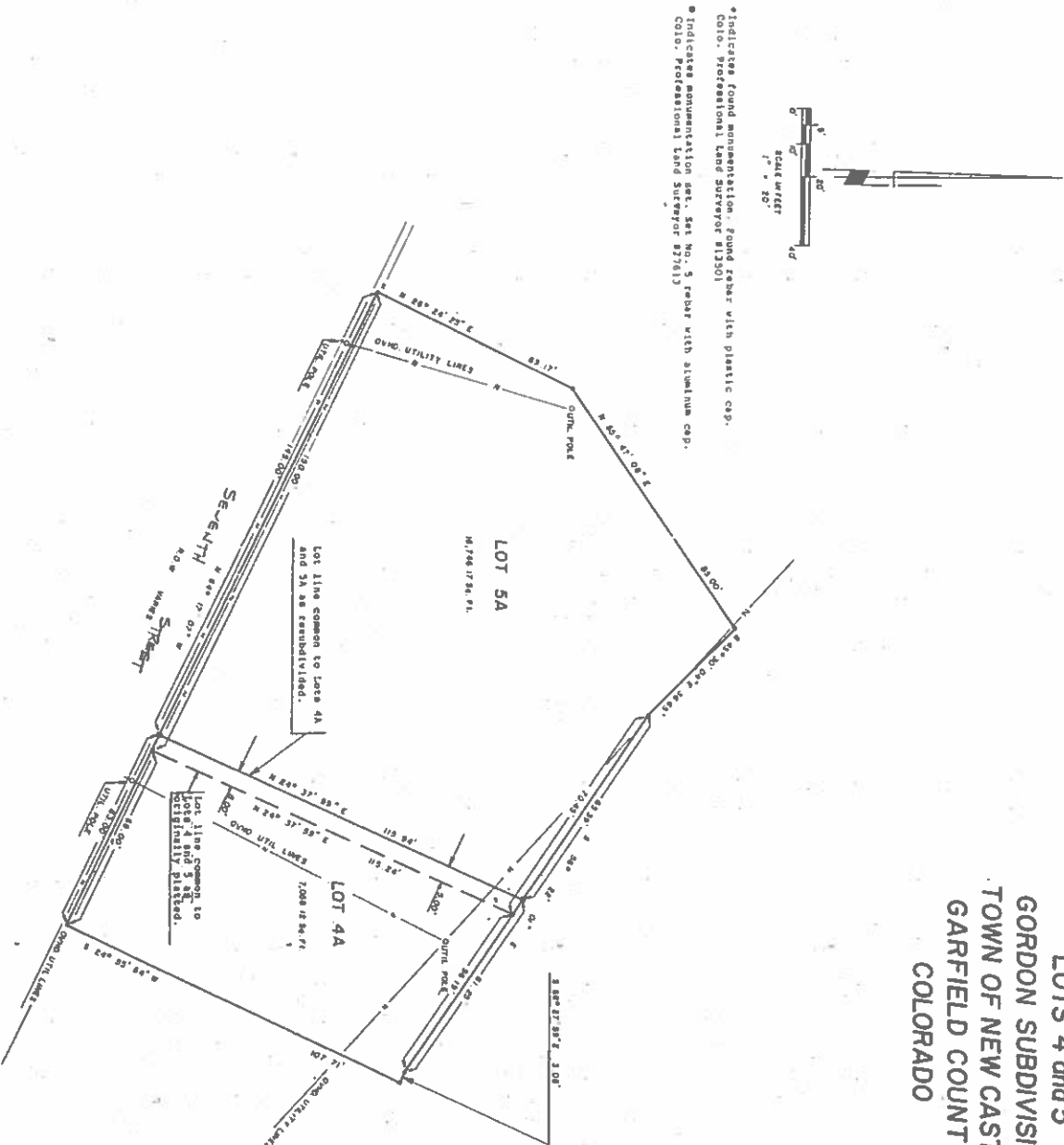
Comment: Other than water and sewer, impacts on the Town's infrastructure, including police and fire protection, are slight.

V Staff Recommendations

The staff recommends Planning Commission approval of **Resolution No. PZ 2020-1** with the following conditions:

- A. The use approved in the Application shall not be conducted until the Town Planner has issued a conditional use certificate. That certificate shall be issued only after Applicant has entered into an agreement with the Town specifying that all conditions imposed by the Town council will be completed and that the use and improvements will be in accordance with the approved Application site plan and development schedule. The conditional use certificate must be issued within one year of the date of final approval by Town Council, or the Application is deemed withdrawn by the Applicant and is of no further force and effect.
- B. No approved conditional use may be altered, structurally enlarged, expanded in parking area or expanded in ground area unless the site plan is amended and approved in accordance with the procedures applicable to approval of a conditional use as set out in chapter 17.84.070.
- C. In the event the Town receives any complaints about the use of the site or observes or becomes aware of any violations of the conditional use approval, the Applicant and/or owner may be summoned before the Town Council in a public meeting to show cause why the permit should not be revoked, suspended, or additional conditions imposed. Such show-cause hearing shall be open to the public and the Applicant or owner may present testimony or offer other evidence on its behalf.
- D. New water service will extend from the primary dwelling tap with adequate sewer & water separation as determined by the Public Works Department.
- E. Applicant shall be required to pay all water and sewer tap fees associated with the conditional use at 0.8 EQRs and a water rights dedication fee all totaling \$14,400. The Applicant shall pay \$4,800 of said fees for the water dedication within 30 days of Council approval of the Application and prior to, and as a condition of, the issuance of the Planner's conditional use certificate. Applicant shall pay the remaining balance (\$9,600.00) prior to the issuance of the building permit for the construction of the ADU over the garage.
- F. The applicant shall comply with all applicable building, residential, electrical and municipal code requirements including all sign code regulations.
- G. Added exterior lighting will be dark sky compliant pursuant to the Comprehensive Plan Goal EN-4.
- H. All representations of the applicant in written and verbal presentations submitted to the Town or made at public hearings before the planning commission or Town Council shall be considered part of the application and binding on the applicant.
- I. The applicant shall reimburse the Town for any and all expenses incurred by the Town regarding this approval, including without limitation all costs incurred by the Town's outside consultants such as legal and engineering costs.

A RESUBDIVISION
OF
LOTS 4 and 5
GORDON SUBDIVISION
TOWN OF NEW CASTLE
GARFIELD COUNTY
COLORADO



*Indicates found monumentation found rebar with plastic cap.
Color. Professional Land Surveyor #12301
*Indicates monumentation set. Set No. 3 rebar with aluminum cap.
Color. Professional Land Surveyor #27613

NOTES OF SURVEY
Bearings as shown hereon are based upon the
North-south line of the Survey of the
Town of New Castle, Garfield County, Colorado,
the recorded plat of Gordon Subdivision
Monumentation being found as shown hereon.

Notes: Overhead utility lines along Buford
Road adjacent to Lots 4A and 5A are
not shown and indicate apparent.
Notes: The subdivision was prepared without
the benefit of title insurance commitments.
Please refer to any future title commitments
this property which may affect
this property.

NOTICE
According to Colorado law you must commence any legal action
based upon defect in this survey within three years after
the date of recording of this survey. In no event, may any
action be commenced more than ten years from the date of the certification
shown hereon.

CERTIFICATE OF DEDICATION AND AGREEMENT
I, Blair E. Gordon, of the County of Garfield, State of Colorado, being the sole owner in fee
simple of the real property described as follows:
Gordon Subdivision, Town of New Castle, Garfield County,
Colorado; Records in Garfield County.
Have by these presents laid out, platted and
divided the above described property into the
lots shown hereon and designate the same as a Resubdivision
of Lots 4 and 5, Gordon Subdivision, in the Town of
New Castle, County of Garfield, State of Colorado.
I hereby certify that the above is a true and correct
statement of the facts as shown hereon, 1991 A.D.
Witness my hand and seal, this 14th day of October, 1991 A.D.

Owner: Blair E. Gordon and Corinne F. Gordon
Blair E. Gordon, Corinne F. Gordon
State of Colorado), 3.
County of Garfield), 3.
This plat and resubdivision was acknowledged before me
this 14th day of October, 1991 A.D. by
Blair E. Gordon and Corinne F. Gordon,
witness my hand and seal, this 14th day of October,
1991 A.D. (My Commission Expires) 4/15/1992

TOWN BOARD CERTIFICATE
This plat and resubdivision, approved by the Town
Board of New Castle, Garfield County, Colorado, on
this 14th day of October, 1991 A.D.,
for filing with the Clerk and Recorder of Garfield County,
Colorado, and for conveyance to the Town of New Castle,
Garfield County, Colorado, in accordance with the public
policy of the State of Colorado, and in accordance with
the approval in no way obligates the Town of New
Castle for the financing of the constructing of
public facilities or the improvement of the public
dedicated to the public except as specifically agreed
to by the Town Board.

Witness my hand and seal of the Town of New Castle
this 14th day of October, 1991 A.D.
Attest: Frank B. Smith
Clerk of the Town of New Castle

SURVEYOR'S CERTIFICATION
I, Samuel D. Phelps, being a registered professional
land surveyor in the State of Colorado, do hereby
certify that this plat was prepared by me and under my direct
supervision and that it is true and correct to the best
of my knowledge and belief.

Samuel D. Phelps
Color. Professional
Land Surveyor #12301
Date: Oct. 14, 1991

COUNTY SURVEYOR'S CERTIFICATE
I, Samuel D. Phelps, being the only and not the attorney
in and for the County of Garfield, Colorado, do hereby
certify that this plat was prepared by me and under my direct
supervision and that it is true and correct to the best
of my knowledge and belief. Pursuant to C.R.S.
1973 38-51-101 and 102 (revised 1973)
By: Samuel D. Phelps
County Surveyor
Date: Oct. 14, 1991

CLERK AND RECORDER'S CERTIFICATE
This plat was filed for record in the office of the
Clerk and Recorder of Garfield County at _____ o'clock
on the _____ day of _____, 1991 A.D.
and is duly recorded under Reception # _____

Garfield County Clerk and Recorder
BY: _____
Deputy

FILED - NOT COMPLETED
ORIGINAL RETURNED WITH
RECEIPT # 4-2836-2
BOOK 100, PAGE 100
INDEXED ALONG
GARFIELD COUNTY CLERK
BY: Rebecca, 10-27-91

SurCo, Inc.
Professional Land Surveying Services
1000 North 1st Street, Suite 101
Aspen, Colorado 81601-1001
Phone: 318-2222
Fax: 318-2222
Created By: S. Phelps Date: 18 OCT 1991
Checked By: S. Phelps Date: 18 OCT 1991
Job Ref: 91-004-00 Files: 600000

ADJACENT STRUCTURES



226 N. 7TH ST ADU



Planning Department
(970) 984-2311
Fax: (970) 984-2716
Email: tnc@glenwood.net

LAND DEVELOPMENT APPLICATION

Town of New Castle
PO Box 90
450 W. Main Street
New Castle, Co 81647

Note: You are required to meet with the Town Planner to review a checklist of items applicable to your project before filing this application with the Town. Call Town Hall to schedule this meeting.

Applicant: Vance & Elyse Hutchinson	
Address: 226 N. 7th St.	Phone: 970.230.0080 FAX: E-mail: CoCarpentry@MSN.com
Property Owner: Vance & Elissa Hutchinson	
Address: 226 N 7th St	Phone: 970.230.0080 FAX: E-mail: CoCarpentry@MSN.com
Contact Person: Vance Hutchinson	
Address: 226 N 7th St. New Castle	Phone: 970.230.0080 FAX: E-mail: CoCarpentry@MSN.com
Property Location/Address: 226 N. 7th St New Castle CO 81647	
Legal Description: Lot 5A, A resubdivision of lot 4 & 5 Gordon Subdivision	Acres: 16,746 sq ft
Existing Zone (e.g., Residential R-1, Commercial C-1): R-1	Existing Land Use: Single family home

TYPE(S) OF LAND USE(S) REQUESTED

- | | |
|--|--|
| ☐ Pre-Annexation Agreement
☐ Annexation
☐ Subdivision (including Minor and Major Subdivisions, Lot Splits, Sketch Plans, Subdivision Preliminary Plans, Subdivision Final Plans, & Condominiumizations)
☐ Amended Plat
☐ Planned Unit Development (including PUD Sketch Plans, Preliminary PUD Development Plans, PUD Master Plans and Final PUD Development Plans) | ☒ Conditional Use Permit or Special Review Use Permit
☐ Lot Line Adjustment or Dissolution
☐ Site Specific Development Plan/Vested Rights
☐ Variance
☐ Zoning
☐ Zoning Amendment
☐ Re-zoning |
|--|--|

 Applicant Signature	12/26/19 Date
-------------------------	-------------------------

AGREEMENT TO PAY CONSULTING FEES AND EXPENSES

It is the policy of the Town of New Castle that all land use applications must be filed in the Office of the Town Clerk to receive formal consideration. Please refer to the Town Clerk's Office for all applicable procedures.

However, the Town encourages land use applicants to consult informally with members of the Town Staff, including outside consultants, prior to filing applications if the applicant has questions regarding areas within Staff members' particular expertise; PROVIDED THAT THE POTENTIAL APPLICANT AGREES TO REIMBURSE THE TOWN FOR ALL FEES AND EXPENSES RELATING TO SUCH INFORMAL MEETINGS.

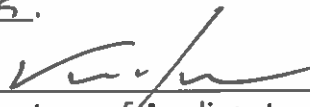
The Town employs outside consultants for engineering, surveying, planning, and legal advice. These consultants bill the Town on an hourly basis as well as for expenses including but not limited to copies, facsimile transmissions, and long distance telephone calls.

It is the Town's policy that all persons wishing to hold informal meetings with members of the Town Staff acknowledge responsibility for all fees and expenses charged by outside consultants by signing this Agreement below.

I acknowledge and agree to pay the Town of New Castle all actual costs incurred by the Town in relation to legal, engineering, surveying, planning, or other services performed by consultants to the Town as a result of such consultants' review and comment upon, or other services related to, land use proposals and/or applications proposed by me or on my behalf, regardless of whether or not such application is formally filed with the Town. Interest shall be paid at the rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In the event the Town is forced to pursue collection of any amounts due and unpaid, the Town shall be entitled to collect all costs of collection in addition to the amount due and unpaid, including but not limited to reasonable attorney's fees and costs. *Please call if costs exceed \$ 500.00*

SO AGREED this 26 day of December, 2015.

Vance Hutchinson
Applicant (Print Name)


Signature of Applicant

970-230-0080
Telephone

226 N. 7th St, New Castle CO
Mailing Address of Applicant

Vance Hutchinson
Property Owner

Mailing Address if different from above


Signature of Property Owner

Relationship to Applicant or Potential Applicant

Type of application: land development application

Property description: 226 N 7th St single family residence

PERFORMANCE STANDARDS

I, Vance Hutchinson, ON THIS DATE 12/26/15 agree to abide by the following PERFORMANCE STANDARDS:

Performance Standards

- (A) Smoke. No use shall be permitted in any district unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to emission of smoke.
- (B) Particulate Matter. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to emission of particulate matter.
- (C) Dust, Odor, Gas, Fumes, Glare or Vibration. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to emission of dust, odor, gas, fumes, glare or vibration.
- (D) Radiation Hazards and Electrical Disturbances. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to radiation control.
- (E) Noise. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to noise.
- (F) Water Pollution. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to water pollution.

Source: Ord. 261, Sec. 15.04.090, 1983

1/10/2020

Garfield County Land Explorer

Garfield County Land Explorer

Parcel	Physical Address	Owner	Account Num	Mailing Address
212331100001	245 COUNTY RD NEW CASTLE	NEW CASTLE TOWN OF	R380225	PO BOX 90 NEW CASTLE, CO 81647 ✓
212331200011	215 N 7TH ST NEW CASTLE	SIMMS, ROCLYN L	R380097	PO BOX 827 NEW CASTLE, CO 81647 ✓
212331200019	804 W MAIN ST NEW CASTLE	GARFIELD COUNTY SCHOOL DISTRICT RE 2	R380221	839 WHITE DRIVE B AVENUE RIFLE, CO 81650-3515 ✓
212331200022	143 N 7TH ST NEW CASTLE	STOREY ENTERPRISES, INC	R380296	98 COTTAGE DRIVE CARBONDALE, CO 81623 ✓
212331200027	130 N 7TH ST NEW CASTLE	FIRST BAPTIST CHURCH OF NEW CASTLE	R380369	PO BOX 83 NEW CASTLE, CO 81647 ✓
212331200031	7TH ST NEW CASTLE	NEW CASTLE TOWN OF	R380847	PO BOX 90 NEW CASTLE, CO 81647-0166 ✓
212331200035	Not available NEW CASTLE	STOREY ENTERPRISES, INC	RD45707	PO BOX 2223 GRAND JUNCTION, CO 81502 ✓
212331219001	241 N 7TH ST NEW CASTLE	TACKER, KENNETH CHARLES & DEBORAH MARIE	R380044	3669 COUNTY ROAD 100 CARBONDALE, CO 81623 ✓
212331219005	221 N 7TH ST NEW CASTLE	WHITE, STEPHEN L & SYLVIA A	R380249	PO BOX 643 GLENWOOD SPRINGS, CO 81602 ✓
212331219006	223 N 7TH ST NEW CASTLE	HAGGERTY, JOANNE W & SHATTUCK, MERRICK E	R380248	PO BOX 1693 BASALT, CO 81621 ✓
212331219007	217 N 7TH ST NEW CASTLE	WOOD, DAVID D	R380238	PO BOX 408 NEW CASTLE, CO 81647-0408 ✓
212331226001	216 N 7TH ST NEW CASTLE	DUNN, ANGELA R & PHILIP M	R380400	216 N 7TH STREET NEW CASTLE, CO 81647 ✓
212331226002	218 N 7TH ST NEW CASTLE	SUTLIFF, LAURIE LYNN	R380401	PO BOX 516 NEW CASTLE, CO 81647 ✓
212331226003	222 N 7TH ST NEW CASTLE	MATSON, TERRELL J & VELASCO, ELIZABETH	R380402	PO BOX 1544 AVON, CO 81620 ✓
212331226004	224 N 7TH ST NEW CASTLE	SWEENEY, PERRY A	R380403	PO BOX 521 NEW CASTLE, CO 81647-0521 ✓
212331226005	226 N 7TH ST NEW CASTLE	HUTCHINSON, VANCE & ELISSA	R380404	3819 GRAND BUTTE LANE NEW CASTLE, CO 81647 ✓
212331226007	228 N 7TH ST NEW CASTLE	PALMER, VICTORIA	R380697	94 CEDAR WAY NEW CASTLE, CO 81647 ✓
212331226008	230 N 7TH ST NEW CASTLE	BEAUDETTE, BRANDON A	R380698	230 NORTH 7TH STREET NEW CASTLE, CO 81647 ✓
212331230020	243 N 7TH ST NEW CASTLE	STEELE, JOHN AUSTIN & WHITNEY MATTINGLY	R380912	243 N 7TH STREET NEW CASTLE, CO 81647 ✓
212331230021	Not available NEW CASTLE	NEW CASTLE TOWN OF	R380913	PO BOX 90 NEW CASTLE, CO 81647-0166 ✓
212331236005	CAYWOOD CIR NEW CASTLE	GIBSON, WILLIAM F & PAMELA A	RD40425	3022 CRYSTAL SPRINGS ROAD CARBONDALE, CO 81623 ✓
212331236009	185 CAYWOOD CIR NEW CASTLE	GIBSON, WILLIAM F & PAMELA A	RD41630	3022 CRYSTAL SPRINGS ROAD CARBONDALE, CO 81623 ✓
212331236010	195 CAYWOOD CIR NEW CASTLE	GIBSON, WILLIAM F & PAMELA A	RD41631	3022 CRYSTAL SPRINGS ROAD CARBONDALE, CO 81623 ✓
212331236011	205 CAYWOOD CIR NEW CASTLE	GIBSON, WILLIAM F & PAMELA A	RD41632	3022 CRYSTAL SPRINGS ROAD CARBONDALE, CO 81623 ✓
ROW	Not available null			

AFFIDAVIT AS TO NOTICE OF PUBLIC HEARING

I, Vance Hutchinson, do hereby certify that pursuant to ordinances of the Town of New Castle, Colorado, I provided notice of a public hearing before the New Castle Planning Commission on a conditional use permit application by doing the following:

1. At least thirty (30) days prior to such hearing, I sent a copy of the **attached** Notice of Public Hearing by certified mail to the owners of all property within two hundred fifty (250) feet of the subject property, all owners of mineral estates with respect to the subject property, and to the Town of New Castle.
2. At least fifteen (15) days prior to such hearing, I posted notice of the hearing on the property on a sign approved by the Town at least twenty-two (22) inches wide, twenty-six (26) inches high, with letters at least one (1) inch in height. The sign was posted so that it was visible from a public street.

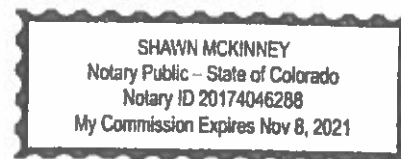


 Signature

STATE OF COLORADO)
) ss.

State: Colorado County: Garfield
Vance B. Hutchinson personally appeared
 before me on this 5th day of February, 2019

 Notary Public.
 My Commission expires on: 11-08-2021



Commonwealth Title Company of Garfield County, Inc.

127 E. 5th Street
Rifle, CO 81650
Phone (970) 625-3300 / Fax (970) 625-3305

1322 Grand Avenue
Glenwood Springs, CO 81601
Phone (970) 945-4444 / Fax (970) 945-4449

Date: August 23, 2019

File No. 1907027-1

Property Address. 226 N. 7th Street, New Castle
Tax Information

Lender

A Lender To Be Determined

Buyer

Vance Hutchinson and Elissa Hutchinson
Email:

Seller

Bryan K. Whitaker and Sherry L. Whitaker
Email:

Attorney

Balcomb & Green
PO Box 5039
Buena Vista, CO 81211
Attn: Casey Martin
Email:casey@balcombgreen.com

Closing Contacts

Glenwood Springs office - 970-945-4444

Rifle office - 970-625-3300

Linda Gabossi - linda@cwtrifle.com
Connie Rose Robertson - connie@cwtrifle.com

Denna Conwell - denna@cwtrifle.com
Patti Reich - patti@cwtrifle.com

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

File No. 1907027-1

1. Effective Date: August 15, 2019 at 7:59 AM

2. Policy or Policies to be issued:

(a) ALTA OWNER POLICY (ALTA 6-17-06)

Proposed Insured:

Vance Hutchinson and Elissa Hutchinson

(b) ALTA LOAN POLICY (ALTA 6-17-06)

\$

Proposed Insured:

A Lender To Be Determined, Its Successors and/or Assigns

3. The Estate or interest in the land described or referred to in the Commitment and covered herein is Fee Simple and is at the effective date hereof vested in:

Bryan K. Whitaker and Sherry L. Whitaker

4. The land referred to in this Commitment is situated in the County of Garfield, State of Colorado and described as follows:

Lot 5A

A resubdivision of Lots 4 and 5

Gordon Subdivision

Town of New Castle

According to the plat thereof recorded October 17, 1991 as Reception No. 428362

TITLE CHARGES

Owner's Policy Standard Coverage	\$1,062.00
Mortgagee's Policy	175.00
Tax Certificate	25.00
Form 100	50.00
Form 8.1	50.00
Form 100.33	100.00
Delete Standard Exceptions (Lender's)	75.00
Closing Protection Letter	25.00

COUNTERSIGNED: *Patrick P. Burwell*

Authorized Officer or Agent

Valid Only if Schedule B and Cover Are Attached

SCHEDULE B - SECTION 1

The Following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded to the office of the Clerk and Recorder of the County in which said property is located.

1. Warranty deed from Bryan K. Whitaker and Sherry L. Whitaker vesting fee simple title in Vance Hutchinson and Elissa Hutchinson.
2. Deed of Trust from Vance Hutchinson and Elissa Hutchinson to the Public Trustee of Garfield County for the use of A Lender To Be Determined.
3. Execution of a Final Affidavit and Agreement indemnifying the Company against unfilled mechanic's and materialmen's liens.

DISCLOSURES

Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph F provides: "Whenever a title entity provides the closing and settlement service that is in conjunction with the issuance of an owner's policy of title insurance, it shall update the title commitment from the date of issuance to be as reasonably close to the time of closing as permitted by the real estate records. Such update shall include all impairments of record at the time of closing or as close thereto as permitted by the real estate records. The 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 undisclosed matters that appear of record prior to the time of closing." Provided Commonwealth Title Insurance Company of Garfield County, Inc. 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. This Notice is required by Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph G.

Pursuant to Colorado Division of Insurance Regulation 8-1-2, notice is hereby given that affirmative mechanic's lien protection for the prospective insured owner may be available 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 may have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months. C. The Company must receive appropriate affidavits indemnifying the Company against all unfilled mechanic's and materialmen's liens. D. Any deviation from conditions A through C above is subject to such additional requirements or information as the Company may deem necessary; or, at its option, the Company may refuse to delete the exception. No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay. Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph M.

Pursuant to Colorado Division of Insurance Regulation 8-1-3, notice is hereby given of the availability of a Closing Protection Letter which may, upon request, be provided to certain parties to the transaction.

Pursuant to C.R.S. §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 may be obtained from the County Treasurer's authorized agent; 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; and D) The company will not issue its policy of policies of title insurance contemplated by the commitment until it has been provided a Certificate of Taxes due 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

C.R.S. §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.

Pursuant to C.R.S. §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.

If the 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).

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. Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph J. "Good Funds Law"

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 and Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.

SCHEDULE B - SECTION 2

Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Rights or claims of parties in possession not shown by the Public records.
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 survey and inspection of the premises would disclose, and which are 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 the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Any lien or charge on account of the inclusion of subject property in an improvement district.
8. Any and all water rights, claims, or title to water, whether or not the matters excepted are shown by the public record.
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 as constructed by the authority of the United States, as reserved in United States Patent recorded February 13, 1889 in Book 12 at Page 7.
10. Apparent easement for overhead utility lines and any other matters disclosed on the Re-subdivision of Lots 4 and 5 Gordon Subdivision Plat recorded October 17, 1991 as Reception No. 428362.

**NOTE: EXCEPTION(S) 1, 2, 3 and 4 WILL NOT APPEAR IN THE MORTGAGEE'S POLICY TO BE ISSUED
HEREUNDER.**

The Owner's Policy of Title Insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B - Section 2, the following items:

- (1) The Deed of Trust, if any, required under Schedule B - Section 1. (2) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof. (3) any and all unpaid taxes, assessments and unredeemed tax sales.

NOTE: The policy (s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

COMMONWEALTH TITLE COMPANY PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



Summary

Account R380404
Parcel 212331226005
Property Address 226 N 7TH ST, NEW CASTLE, CO 81647
Legal Section: 31 Township: 5 Range: 90 Subdivision: GORDON
Description SUBDIVISION Lot: 5A 16746.17 SQ FT
Acres 0
Land SqFt 16,746
Tax Area 38
Mill Levy 64.954
Subdivision GORDON SUBDIVISION


[View Map](#)

Owner

HUTCHINSON, VANCE & ELISSA
 389 GRAND BUTTE LANE
 NEW CASTLE CO 81647

Land

Unit Type SINGLE FAM RES- LAND - 1112 (RESIDENTIAL PROPERTY)
Square Feet 16,746

Buildings

Building # 1
Units 1
Building Type SFR
Abstract Codes / (Property Type) SINGLE FAM.RES-IMPROVMTS-1212 (RESIDENTIAL PROPERTY)
Architectural Style 1-STRY/BSM
Stories 1
Frame WOOD FRAME
Actual Year Built 1963
Basement Area 1,075
Finish Basement Area 1,075
Gross Living Area 1,075
Total Heated SqFt 2,150
Bedrooms 3
Baths 2
Heating Fuel GAS
Heating Type FORCED AIR
Air Conditioning NONE
Roof Type GABLE
Roof Cover COMP SHNGL

Actual Values

Assessed Year	2020	2019	2018
Land Actual	\$60,000.00	\$60,000.00	\$55,000.00
Improvement Actual	\$329,180.00	\$329,180.00	\$316,210.00
Total Actual	\$389,180.00	\$389,180.00	\$371,210.00

Assessed Values

Assessed Year	2020	2019	2018
Land Assessed	\$4,290.00	\$4,290.00	\$3,960.00
Improvement Assessed	\$23,540.00	\$23,540.00	\$22,770.00
Total Assessed	\$27,830.00	\$27,830.00	\$26,730.00

Tax History

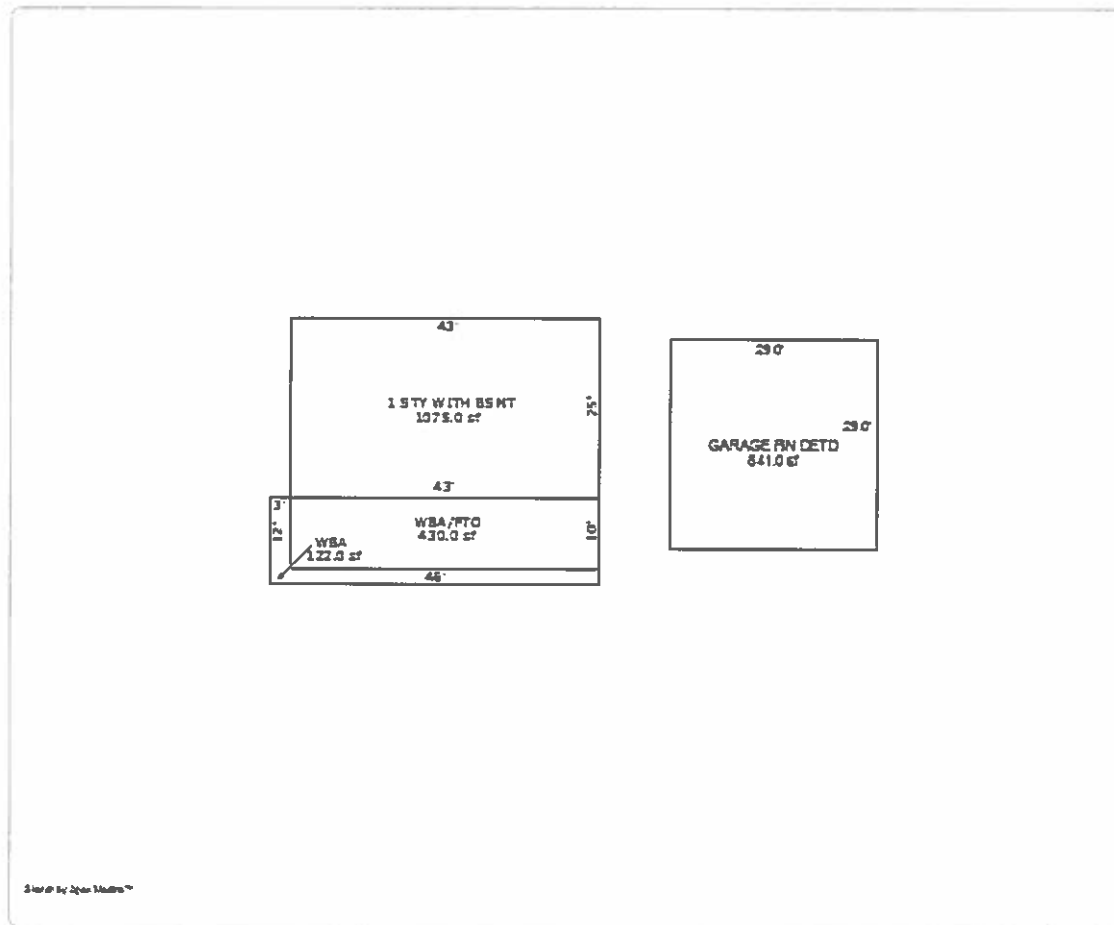
Tax Year	2019	2018	2017	2016
Taxes Billed	\$1,807.68	\$1,752.64	\$1,516.84	\$1,353.36

[Click here to view the tax information for this parcel on the Garfield County Treasurer's website.](#)

Transfers

Sale Date	Deed Type	Reception Number	Book - Page	Sale Price	Grantor	Grantee
10/9/2019	WARRANTY DEED	926612		364800	WHITAKER, BRYAN K	HUTCHINSON, VANCE
4/27/2012	SPECIAL WARRANTY DEED	818145		124900	FANNIE MAE-AKA	WHITAKER, BRYAN K
2/2/2012	SPECIAL WARRANTY DEED	814311				
12/19/2011	PUBLIC TRUSTEES DEED	812332				
11/30/2011	PUBLIC TRUSTEES CERT	811346		287530	GRECO, JASON LEE	BANK OF AMERICA NA AS SUCCESSOR BY MERGE
7/14/2011	Notice Election and Demand Sale	805703				
9/11/2007	WARRANTY DEED	733061		360000	GORDON, JOHN A & ROBERT E &	GRECO, JASON LEE & JANICE R
9/11/2007	POWER OF ATTORNEY	733060				
11/6/2006	DEATH CERTIFICATE	735477				
3/1/2004	SPECIAL WARRANTY DEED	647670	1566-472			
2/1/2002	AFFIDAVIT	596778	1362-191			
10/17/1991	Plat	428362				
4/20/1990	ORDINANCE	471163	0923-0052			
6/2/1980	WARRANTY DEED	304448	0549-0659			

Photos**Sketches**



The Garfield County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. Data is subject to constant change and its accuracy and completeness cannot be guaranteed.
User Privacy Policy
GDPR Privacy Notice

Developed by
Schneider
GEOSPATIAL

Last Data Upload: 1/15/2020, 2:12:40 AM

Version 2.3.33

Lot 6

N 26°24'23" E 63.17'

N 55°47'08" E 85.00'

S 45°30'04" E 36.65'

S 56°22'01" E 65.39"

S 24°37'59" W 115.94'

Seventh Street

N 64°17'07" W 145.00'

Lot 5A
226 N 7th Street
16,749± sq. ft.

Stone Retaining Wall
Fence Chain Link
Fence Split Rail

Deck

Two Story
Wood and
Masonry Building

Garage

Resident
Parking

ADU
Parking

Telephone Pedestal

Block
Walls

10' setback

8' setback

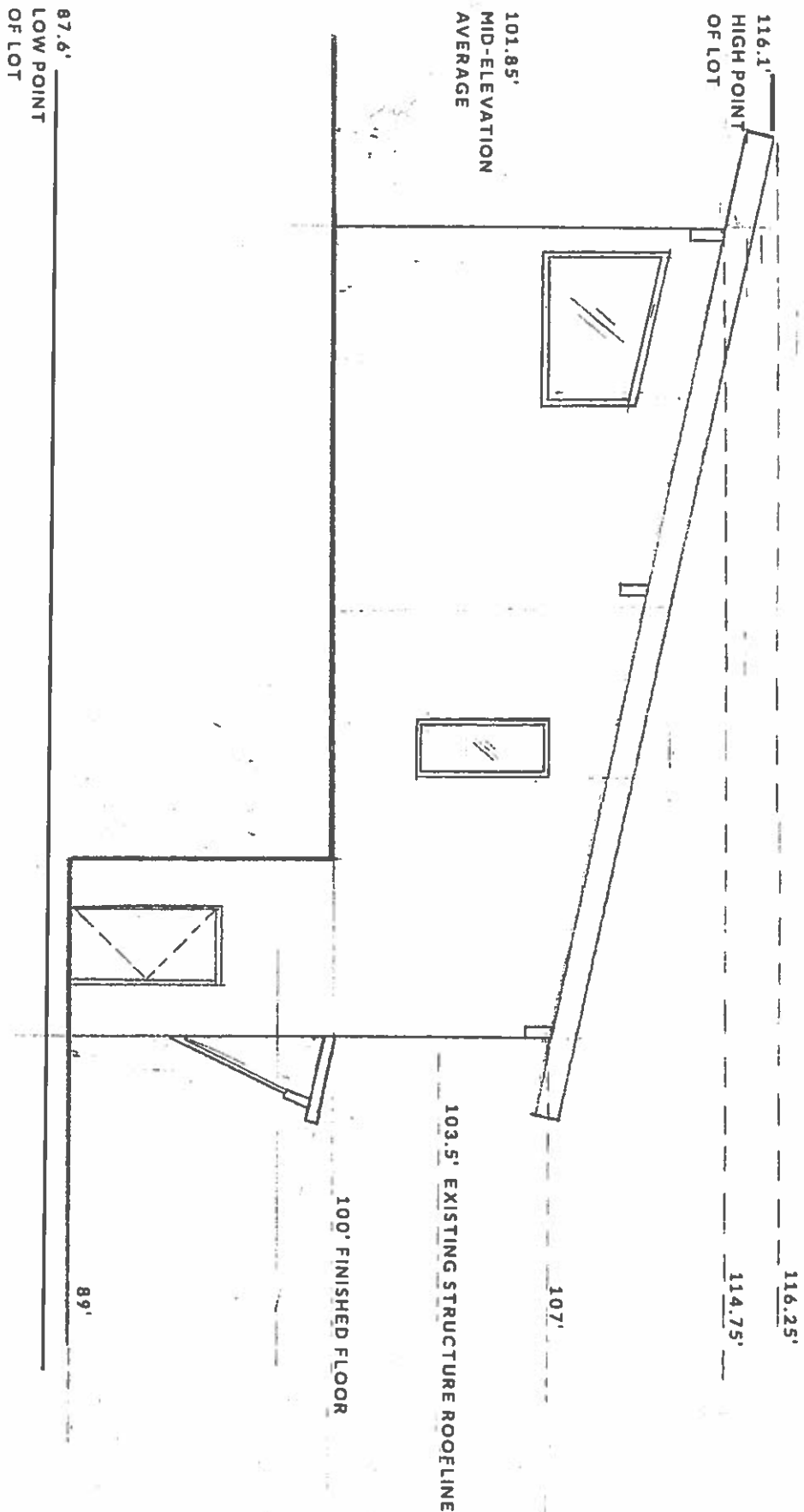
8' setback

Lot 4A

BUILDING ENVELOPE

226 N. 7TH ST ADU

SITE ELEVATIONS



226 N. 7TH ST ADU

Item Attachment Documents:

- B. Resolution PZ-2020-01 - Consider Recommending Approval Conditional Use Permit for an Accessory Dwelling Unit (ADU)

**TOWN OF NEW CASTLE, COLORADO
PLANNING AND ZONING COMMISSION
RESOLUTION NO. PZ 2020-01**

A RESOLUTION OF THE NEW CASTLE PLANNING AND ZONING
COMMISSION RECOMMENDING APPROVAL OF A CONDITIONAL USE
PERMIT FOR AN ACCESSORY DWELLING UNIT ON PROPERTY
LOCATED IN THE RESIDENTIAL-1 ZONE DISTRICT.

WHEREAS, on December 26, 2019, Vance and Elyse Hutchinson (collectively, “Applicant”) submitted a Conditional Use Permit Application (“Application”) for the property located at 226 N. 7th Street, New Castle, Colorado, and legally described in Exhibit A hereto (“Property”); and

WHEREAS, the Property is zoned Residential 1 (R-1); and

WHEREAS, Applicant owns the Property; and

WHEREAS, a single-family dwelling is currently located on the C-1 portion of the Property and a detached garage is located on the R-1 portion of the Property; and

WHEREAS, Applicant seeks a permit to create and use an accessory dwelling unit (“ADU”) above the garage that is located on the Property; and

WHEREAS, pursuant to § 17.20.050(M) of the New Castle Municipal Code (“Code”), the use proposed by Applicant is a conditional use in the R-1 zone district, requiring the issuance of a conditional use permit pursuant to Chapter 17.84 of the Code; and

WHEREAS, as required under Code § 17.84.040(B), the New Castle Planning and Zoning Commission held a duly-noticed public hearing on February 12, 2020, to consider the Application; and

WHEREAS, pursuant to Code § 17.84.050, the Planning Commission hereby finds that the Application:

1. is eligible for conditional review under Section 17.84.040;
2. is generally compatible with adjacent land uses;
3. meets all requirements of Section 17.84.020 of the Code, is in compliance with Title 17 of the Code, and minimizes potential adverse impact of the conditional use on adjacent properties and traffic flow;
4. is consistent with the comprehensive plan; and
5. the Town has the capacity to serve the proposed use with water, sewer, fire and police protection.

NOW, THEREFORE, BE IT RESOLVED BY THE NEW CASTLE PLANNING AND ZONING COMMISSION AS FOLLOWS:

1. Recitals Incorporated by Reference. The foregoing recitals are incorporated by reference herein as findings and determinations of the New Castle Planning and Zoning Commission.

2. Listing of Approved Uses. The following constitute the uses for the Property that the Commission recommends be approved under the Application:

A. One Accessory Dwelling Unit as that term is defined in §17.04.050 of the New Castle Municipal Code

3. Recommendation. The Planning and Zoning Commission hereby recommends that the Town Council approve the Application and use proposed therein pursuant to § 17.84.050 of the Code, subject to the following conditions:

A. All representations of the Applicant in written Application materials and in verbal presentations submitted to the Town or made at public hearings before the Planning Commission or Town Council and reflected in the minutes thereof shall be considered part of the Application and binding on the Applicant;

B. Applicant shall comply with all applicable building, residential, electrical and other municipal code requirements, including all sign code regulations and § 17.72.230 of the Town Municipal Code;

C. In the event the Town receives any complaints about the use of the site or observes or becomes aware of any violations of the conditional use approval, Applicant and/or owner may be summoned before the Town Council in a public meeting to show cause why the permit should not be revoked, suspended, or additional conditions imposed, with such show-cause hearing open to the public and the Applicant or owner being able to present testimony or offer other evidence on their behalf;

D. Applicant shall reimburse the Town for any and all expenses incurred by the Town regarding this approval, including without limitation all costs incurred by the Town's outside consultants such as legal and engineering costs;

E. Applicant shall be required to pay all water and sewer tap fees and water rights dedication fees associated with the conditional use at 0.8 EQRs, which totals \$14,400.00. The Applicant shall pay \$4,800.00 of said fees within 30 days of Council approval of the Application and prior to, and as a condition of, the issuance of the Planner's conditional use certificate. Applicant shall pay the remaining balance (\$9,600.00) prior to the issuance of the building permit for the construction of the ADU over the garage;

F. New water service will extend from the primary dwelling tap and will maintain adequate sewer and water separation as determined and required by the Town Public Works Department;

G. Any new exterior lighting will be dark-sky compliant pursuant to the Comprehensive Plan Goal EN-4;

H. No approved conditional use may be altered, structurally enlarged, expanded in parking area, or expanded in ground area unless the site plan is amended and approved in accordance with the procedures applicable to approval of a conditional use as set out in Section 17.84.070 of the Code; and

I. The use approved in the Application shall not be conducted until the Town Planner has issued a conditional use certificate. That certificate shall be issued only after Applicant has entered into an agreement with the Town specifying that all conditions imposed by the Town council will be completed and that the use and improvements will be in accordance with the approved Application site plan and development schedule. The conditional use certificate must be issued within one year of the date of final approval by Town Council, or the Application is deemed withdrawn by the Applicant and is of no further force and effect.

THIS RESOLUTION PZ 2020-01 was adopted by the New Castle Planning and Zoning Commission by a vote of ___ to ___ on the 12th day of February, 2020.

NEW CASTLE PLANNING AND
ZONING COMMISSION

By: _____
Chuck Apostolik, Chairman

ATTEST:

Mindy Andis, Deputy Town Clerk, CMC

EXHIBIT A
Legal Description

The property that is the subject of the Application described in Resolution PZ 2020-1 is legally described as follows:

Lot 5A, a resubdivision of Lots 4 and 5, Gordon Subdivision, Town of New Castle, according to the plat thereof recorded October 17, 1991, at Reception No. 428362, County of Garfield, State of Colorado

Item Attachment Documents:

- C. Application for PUD Master Plan Amendment of Planning Areas PA13, PA17, & PA18 in Castle Valley Ranch – Changing Mixed-Use 1&2 Zoning to Residential Zoning;



Town of New Castle Building & Planning Department
450 W. Main Street
PO Box 90
New Castle, CO 81647
Phone: (970) 984-2311
Fax: (970) 984-2716
www.newcastlecolorado.org

Staff Report
PUD Master Plan Amendment
Planning Commission – Hearing
February 12, 2020

Name of Applicant: CVR Investors, Inc. and its assigns

Applicant's Mailing Address: 1038 Country Club Estates Dr., Castle Rock, CO 80108

Property Address: Various

Property Owner: Same as applicant

Owner Address/Phone: Same as applicant

Proposed Land Use: PUD Master Plan Zoning Amendment of Planning Areas PA13, PA17, & PA18 in Castle Valley Ranch – Changing Mixed-Use 1&2 Zoning to Residential Zoning;

Legal Description: Town of New Castle, Garfield County, State of Colorado:

- Section: 32 Township: 5 Range: 90 A PCL IN THE NE4 OF SEC 31 & NW4 OF SEC 32 CONT 48.695 AC AKA PARCEL 2. Subdivision: CASTLE VALLEY RANCH PUD; Reception# R043115.
- Section: 32 Township: 5 Range: 90 PARCEL KNOWN AS INITIAL PROPERTY AS PER CVR SUB-DIV EXEMPTION AND ALTA/ACSM LAND SURVEY PLAT; Reception# R043962.
- Section: 31 Township: 5 Range: 90 A PARCEL OF LAND SITUATE IN THE N1/2 SEC 31 CONT 15.505 AC AKA PARCEL 5; Reception# R043084.
- Section: 29 Township: 5 Range: 90 A TR OF LAND IN THE SWSW SEC 29; Reception# R045250.

Approximate Acreage: 47 acres

Existing Zoning: Mixed-Use 1&2

Surrounding Zoning: Residential and Mixed-Use

I Development Application Exhibits:

1. Development application – October 30, 2019
2. Agreement to pay consulting fees – January 31, 2020
3. Letter of Intent from Owner – January 23, 2020
4. Updated Master Plan Map CVR – 2002
5. Current Zoning Map - 2013
6. Revised Zoning Map – December 3, 2019
7. Notice of Public Hearing – January 10, 2020
8. Land Owners with 250' – November 23, 2019
9. Title Commitment – January 10, 2020
10. Ordinance No. 2002-2 – March 5, 2002
11. Second Amendment CVR Annexation Agreement – April 1, 2002
12. Minutes of the New Castle Town Council Regular Meeting – February 19, 2002
13. Restrictive Covenants – March 7, 2006
14. Restrictive Covenants – April 16, 2007
15. Restrictive Covenants – April 16, 2008
16. Consent Letter Steve Craven – February 1, 2020
17. Consent Letter Eric Williams – February 6, 2020
18. Affidavit of notice

II History:

The original annexation of Castle Valley Ranch (CVR) in 1983, and amended in 1989, comprised a PUD of 2,500 residential units and "limited commercial" (~23ac) on a total of 654 acres. The annexation was partly premised on rapid growth of the shale industry and a resulting demand for housing. As the industry's outlook dimmed there was agreement that "down zoning" (i.e. reducing density) would better suit future growth revisions and commensurate infrastructure improvements. Subsequently, Ordinance no. 2002-2 (Exhibit 10) was approved, which cut the original master plan density to 1,400 units and up to 100,000sf of commercial space (~2.3ac). Exhibit 4 identifies the most current version of the master plan map approved by the ordinance.

The current status of development in CVR is as follows:

- 540 of the approved 1,400 lots remain in the PUD remain vacant. To date, no commercial property has been developed.
- Sufficient water rights have been conveyed or will be conveyed to support anticipated densities.
- Public works infrastructure has been improved to sustain the approved level of development.
- Road access on Castle Valley Blvd (CVB), as it currently stands, will accommodate the anticipated future traffic flows. According to the CVR Infrastructure Agreement of 1999, studies have confirmed that no new improvements will be necessary to support the traffic impacts of future filings of CVR. (Whether CVB should be widened to four lanes during future phasing of Lakota is another matter.)
- To date, the current total of all dedicated open space is less than 10% of the total acreage of CVR, open space dedication shall continue at a rate of 10% per approved final plat, less any terrain having a slope of 35% grade or more.
- Dedicated school parcels (30ac) have fulfilled the requirement set by the Master Plan.
- The provision for a public safety/fire district site has been achieved by the construction of the Colorado River District fire house at Lakota.

In sum, past development of CVR has tracked closely with the latest master plan, with one noticeable exception: the 2.3 acres of commercial space slated to be located within the mixed-use

zones of the PUD has yet to be realized. As revealed in the approved minutes of the 1st reading of the 2nd Amended Master Plan (Exhibit 12) the east entry of CVR envisioned, according to owner Steve Craven, "garden offices, mini-storage, incubator office space (office space in front, warehouse in back), and offices for the many contractors who live in the New Castle area but have no place to have an office in New Castle." Craven goes on to say, "[the Master Plan is] trying to create a destination community for primary homebuyers, not a place where people live because they cannot afford to live closer to the resort areas." The mixed-use areas east of the established filings of CVR were intended to have the flexibility for future development to accommodate new ideas as the Town grew and needs evolved.

III Application:

The current proposal is a potential next step in this evolution. The request looks to repurpose the remaining mixed-use properties owned by the Applicant to general residential zoning (Exhibit 6). If successful, this will result in two mixed-use parcels in CVR still outstanding: 1.) A 10.8 acre lot northwest of the Pyramid Drive roundabout owned by CTS Investments (CTS); 2.) An approximately 30 acre parcel southwest of the CVB and N. Midland intersection owned by Williams Family Investments (WFI). (Note: 15.6 acres of mixed-use land still remains undeveloped in Lakota near CVB and Faas Ranch Rd.)

Importantly, the Applicant is bound by a 3-party restrictive covenant with CTS and WFI (Exhibits 13 & 15). The covenant defines various water right commitments and allocates the number of residential units and commercial space to each owner. With respect to commercial space the agreement assigns 10,230sf to WFI, 89,770sf to the property owned by CTS, and no share of the space to the Applicant. Because this private agreement excludes the Town and the fact that the Town contemplates mixed-use for the proposed area per the Master Plan, there is a potential for conflicting land-use philosophies which may hobble future development. The application is a pre-emptive effort to align the Master Plan more consistently with the restrictive covenant and thereby steer clear of these disputes.

Amending a master plan is concerned with improving the vision of the current plan. The Planning Commission (PnZ) and Council are being asked to consider whether the Town is better off, now and in the future, repurposing 47 acres of mixed-use development for exclusively residential use. Pursuant to the provisions set forth in Municipal Code chapter 16.08, PnZ is required to hold a public hearing on the application. Within thirty (30) days after the close of the public hearing, the Commission must make one of three recommendations to Town Council:

- 1) Approve the master plan amendment unconditionally;
- 2) Approve the master plan amendment with conditions;
- 3) Deny the master plan amendment.

IV 17.100.090 - Approval Criteria and Commentary

The application proposes only to amend the zoning designations of four mixed-use parcels in CVR and does not affect in any adverse way the remaining provisions of the 2002 Master Plan. These remaining provisions shall govern in the event of any conflict with this amendment. With this in mind, the application shall be approved only if Town Council finds that the application:

1. Is generally compatible with adjacent land uses;

Comment: Contiguous parcels are identified by open space, residential, or mixed use. Proposed residential zoning will resonate with these land uses.

2. Is consistent with the comprehensive plan (CP);

Comment: Broadly, the CP envisions compact communities with a mixture of residential, commercial, and open space. This is the Smart Growth model identified in Goal CG-5 and referenced elsewhere in the CP. The intention is to reduce sprawl, generate local employment, encourage healthy amenities, and generally motivate a balanced lifestyle.

As manifested in various filings in CVR to date, the achievement of this vision has begun, but is far from complete. Specifically commercial prospects, which attract local employment and provide needed amenities, continue to be relegated. Though the application does not prohibit commercial space elsewhere in CVR, Staff contends that the proposal does obfuscate the goals and policies of the Comprehensive Plan by:

- Undermining the aim of balanced communities;
- Permanently narrowing the potential locations for commercial development, local employment, and non-residential amenities;
- Creating the prospect where the available commercial space (i.e. 100,000sf) could be “zoned away” as future filings are approved. There is nothing in the ordinance which obligates any of the owners from building commercial;
- Making it more difficult to flex with future needs of the community by restricting a large portion of the PUD for one specific use;

Mixed-use as defined in both CVR and Lakota epitomizes the overall thrust of the Comprehensive Plan. A decision to re-designate these zones may make some short-term sense, but ultimately defies many of the guiding principles for Town growth.

3. The town has the capacity to serve the proposed use with water, sewer, fire and police protection;

Comment: The Town is currently prepared to handle build-out of up to 1,400 dwelling units and 100,000sf of commercial space as outlined above. The current application does not affect those limits.

4. The uses proposed within the PUD are uses permitted outright or by special review within the zoning district or districts contained within the PUD;

Comment: Not Applicable;

5. The number of dwelling units permitted by the underlying zoning districts is not exceeded by the PUD plan;

Comment: Due to the nature of the application, future residential development is unspecified. The Applicant will however be limited to the PUD maximum 1,400 units, of which roughly 540 units remain.

6. The PUD utilizes the natural character of the land, includes compatible land uses, provides for fire and police protection, off-street parking, vehicular, pedestrian and bicycle circulation, outdoor recreation, is of overall compatible architectural design, achieves adequate screening, buffering and aesthetic landscaping, avoids development of areas of potential hazard, ensures compliance

with the performance standards and meets all other provisions of this title.

Comment: Due to the nature of the application, it is unclear how future filings will be designed. As residential parcels, however, Staff does not anticipate conflicts with performance standards or other design requirements of this title.

V Staff Recommendation

The application makes changes to the vision of the Master Plan in CVR. The purpose of the hearing is to decide whether these changes are compelling upgrades to the PUD and to the Town. Clearly, residential land use is consistent with other land uses. However there is nothing urgent, in Staff's opinion, to develop free-market residential units. And without a balance of commercial space there is good indication that more residential may in fact adversely impact the municipality.

In short Staff believes that the proposal, as written, does not meet the Town's development and community goals as outlined in its Comprehensive Plan. With mixed-use zoning the Town has at least twice the land-use options as it would with solely residential zoning. Since decisively forecasting future land-use needs is complex, surrendering the flexibility of mixed-use zoning might be ill-advised. **Because of these considerations, Staff recommends continuing the hearing for Resolution No. PZ 2020-2 until the Applicant, CTS Investments, LLC, and Williams Family Investment Company, RLLP present phasing alternatives for the allocated commercial space that both preserves the terms of the restrictive covenant and is consistent with the guidance of the Comprehensive Plan.**

Administration Department
 (970) 984-2311
 Fax: (970) 984-2716
www.newcastlecolorado.org



Town of New Castle
 PO Box 90
 450 W. Main Street
 New Castle, Co 81647

DEVELOPMENT APPLICATION

Applicant: CVR Investors, Inc. and its assigns	
Address: 5282 Red Pass Way, Castle Rock, CO 80108	Phone: 303-549-1916 FAX: E-mail: aa@hackstafflaw.com
Property Owner: CVR Investors, Inc.	
Address:	Phone: FAX: E-mail:
Contact Person: Aaron Atkinson	
Address:	Phone: FAX: E-mail:
Property Location/Address: Castle Valley Ranch, New Castle, CO	
Legal Description: See Attached	Acres: Text
Existing Zone (Not sure? Click here for help): M/U2	
Existing Land Use: Vacant Land	
TYPE(S) OF LAND USE(S) REQUESTED	
☐ Pre-Annexation Agreement ☐ Annexation ☐ Subdivision (including Minor and Major Subdivisions, Lot Splits, Sketch Plans, Subdivision Preliminary Plans, Subdivision Final Plans, & Condominiumizations) ☐ Amended Plat ☒ Planned Unit Development (including PUD Sketch Plans, Preliminary PUD Development Plans, PUD Master Plans and Final PUD Development Plans) ☐ Floodplain Development Permit	☐ Lot Line Adjustment or Dissolution ☐ Site Specific Development Plan/Vested Rights ☐ Variance ☐ Zoning ☐ Zoning Amendment ☐ Re-zoning ☐ R-1-HC Identification ☐ Conditional Use Permit or Special Review Use Permit ☐ Other *Amendment to PUD Master Plan
This development would create N/A residences and 0 square feet of commercial space.	
Applicant must also complete and submit the appropriate checklist for the type of land use requested. Both the applicant and the property owner must sign this application.	
Applicants are encouraged to schedule a pre-application meeting with the Town Administrator and/or Town Consultants prior to submitting this application.	

AGREEMENT TO PAY CONSULTING FEES AND EXPENSES

It is the policy of the Town of New Castle that all land use applications must be filed in the Office of the Town Clerk to receive formal consideration. Please refer to the Town Clerk's Office for all applicable procedures.

However, the Town encourages land use applicants to consult informally with members of the Town Staff, including outside consultants, prior to filing applications if the applicant has questions regarding areas within Staff members' particular expertise; PROVIDED THAT THE POTENTIAL APPLICANT AGREES TO REIMBURSE THE TOWN FOR ALL FEES AND EXPENSES RELATING TO SUCH INFORMAL MEETINGS.

The Town employs outside consultants for engineering, surveying, planning, and legal advice. These consultants bill the Town on an hourly basis as well as for expenses including but not limited to copies, facsimile transmissions, and long distance telephone calls.

It is the Town's policy that all persons wishing to hold informal meetings with members of the Town Staff acknowledge responsibility for all fees and expenses charged by outside consultants by signing this Agreement below.

I acknowledge and agree to pay the Town of New Castle all actual costs incurred by the Town in relation to legal, engineering, surveying, planning, or other services performed by consultants to the Town as a result of such consultants' review and comment upon, or other services related to, land use proposals and/or applications proposed by me or on my behalf, regardless of whether or not such application is formally filed with the Town. Interest shall be paid at the rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In the event the Town is forced to pursue collection of any amounts due and unpaid, the Town shall be entitled to collect all costs of collection in addition to the amount due and unpaid, including but not limited to reasonable attorney's fees and costs.

SO AGREED this 23rd day of January, 2020.

J. Aaron Atkinson

Applicant (Print Name)


Signature

303-549-1916

Telephone

5282 Red Pass Way, Castle Rock, CO 80108

Mailing Address

CVR Investors, Inc.

Property Owner

Mailing Address If Different From Above

Authorized Representative

Relationship to Applicant or Potential Applicant

Type of application: PUD Master Plan Amendment

Property description: See Attached

EX-111-1

CVR INVESTORS, INC.

5282 Red Pass Way
Castle Rock, CO 80108
303.549.1916

January 31, 2020

Via Electronic Mail

Town of New Castle
Attn: Planning & Zoning Commission
P.O. Box 90
New Castle, CO 81647

Re: *Application for Amendment to Master Plan Zoning Map*

Dear Commissioners:

We have tendered our application to amend the Master Plan map in relation to the vacant land owned by CVR Investors, Inc. Our request is that all of our vacant land on the map be shown as "R" zoning. The first public hearing will take place on February 12th. The following outlines our fundamental basis for the application.

As the Commissioners are aware, CVR Investors, Inc. purchased the vacant land previously owned by Village Homes in the Town of New Castle. Previous to our involvement, Village Homes executed a restrictive covenant with CTS Investments, LLC, which is owned by Mr. Steve Craven. That covenant prohibited Village Homes from using its vacant land for purposes of commercial development. We have been informed that this restrictive covenant runs with the land, and is binding upon CVR Investors, Inc. in the development of its vacant land. We have provided the Town with a copy of this covenant.

We have conferred with Mr. Craven about this application. Mr. Craven reserved the rights to develop commercial units in this covenant, and he obviously does not object to our application. Unlike CVR Investors, Inc., Mr. Craven has expressed his interest in commercial development at some point in the future. Keep in mind that, in actuality, the restrictive covenant does not reserve a very large sum of commercial units—the sum of the reserved units, when converted to acreage, amounts only to a few acres of commercial development. CTS Investments, LLC possesses more than enough acreage to meet the reservation of commercial units when and if it decides to move in that direction.

On the other hand, CVR Investors, Inc. has never been involved in commercial development, and we presently have no intention to do so. Rather, we are a residential

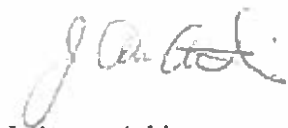
development company. To date, no one has ever approached us to propose developing commercial units in New Castle in the ten years of our ownership.

We do not believe the Town of New Castle is not currently poised to absorb commercial development on our property—particularly the area of Filing 11, which is presently the subject of an ongoing development application. Although commercial development may have played a significant part of the Comprehensive Plan, which was enacted around 2008, obviously the market did not develop in the manner that was anticipated at that time. New Castle has not witnessed the demographic growth that was anticipated, and therefore commercial development has not progressed as the Town (or anyone else) would like. As a result, we are not in a position to even consider developing commercial units, even if we could do so.

We are close-knit company with concerned owners who want everyone to succeed in New Castle. We intimately understand the problems that were caused by Village Homes in their eagerness to force something that the market was not poised to bear. Instead, we want to be conscientious in our development by building quality products steadily, such that the market can readily absorb them and everyone will prosper.

We are very enthusiastic about our plans to build and develop in New Castle, and this rezoning is one of the beginning steps to bring those plans to fruition. It is important to us that we maintain close ties and work together with the Town in this and in all other facets of our development. Thank you.

Sincerely,

A handwritten signature in dark ink, appearing to read "J. Aaron Atkinson". The signature is fluid and cursive, with the first name "J." being prominent and the last name "Atkinson" written in a more compact, cursive style.

J. Aaron Atkinson
President
CVR Investors, Inc.

Garfield County Land Explorer

Parcel	Physical Address	Owner	Account Num	Mailing Address
212331100001	245 COUNTY RD NEW CASTLE	NEW CASTLE, TOWN OF	R380235	PO BOX 90 NEW CASTLE, CO 81647
212331100002	Not available NEW CASTLE	CVR INVESTORS INC	R043084	5282 RED PASS WAY CASTLE ROCK, CO 80108
212331101001	Not available NEW CASTLE	GARFIELD COUNTY	R380315	108 8TH STREET, SUITE 213 GLENWOOD SPRINGS, CO 81601-3363
212331101002	Not available NEW CASTLE	GELINEAU, TERI N	R380030	714 BENNETT AVENUE GLENWOOD SPRINGS, CO 81601
212331101005	644 E MAIN ST NEW CASTLE	GELINEAU, TERI N	R380200	714 BENNETT AVENUE GLENWOOD SPRINGS, CO 81601
212331101006	Not available NEW CASTLE	MCCULLOUGH, ROBERT B	R380061	696 E MAIN STREET NEW CASTLE, CO 81647
212331101007	640 E MAIN ST NEW CASTLE	ROBERTS, CALVIN D & PATRICIA A	R380062	1655 COUNTY ROAD 247 NEW CASTLE, CO 81647
212331102006	558 E MAIN ST NEW CASTLE	JERKUNICA, ANTHONY & ALEXANDRA	R380121	0262 S BILL CREEK ROAD CARBONDALE, CO 81623
212331102010	Not available NEW CASTLE	CALLIES, STANLEY & CHASTAN, MARIAH	R380271	116 NORTH D AVENUE NEW CASTLE, CO 81647
212331102011	Not available NEW CASTLE	HARBOTTLE, SAM J & JENNIFER K	R380272	PO BOX 727 NEW CASTLE, CO 81647
212331102012	116 N D AVE NEW CASTLE	CALLIES, STANLEY & CHASTAN, MARIAH	R380178	116 NORTH D AVENUE NEW CASTLE, CO 81647
212331102013	112 N D ST NEW CASTLE	HARBOTTLE, SAM J & JENNIFER K	R380177	PO BOX 727 NEW CASTLE, CO 81647
212331102014	586 E MAIN ST NEW CASTLE	JERKUNICA PROPERTIES LLC	R082588	0262 S BILL CREEK ROAD CARBONDALE, CO 81623
212331102015	572 E MAIN ST NEW CASTLE	TREVINO, MELINDA J & GABRIEL SR	R082589	572 E MAIN STREET NEW CASTLE, CO 81647
212331102016	530 E MAIN ST NEW CASTLE	DOMINGUEZ CARAVEO, CESAR & JAIME	R083374	530 E MAIN STREET NEW CASTLE, CO 81647
212331102017	510 E MAIN ST NEW CASTLE	VILLEGAS RUIZ, JOSE REYNALDO & SOTO BANUELOS, IVON ELIZABET	R083375	510 E MAIN STREET NEW CASTLE, CO 81647
212331103005	116 N C AVE NEW CASTLE	WALL, RAYMOND H & JEAN M	R380223	PO BOX 6 NEW CASTLE, CO 81647
212331103007	466 E MAIN ST NEW CASTLE	BLATTER, LINDA JO	R380236	PO BOX 342 NEW CASTLE, CO 81647-0342
212331103012	136 N C AVE NEW CASTLE	VOSKUIL, JORDEN	R380207	PO BOX 1624 GLENWOOD SPRINGS, CO 81601
212331103017	140 N C AVE NEW CASTLE	FOGG, WAVA L & C GARY	R380386	PO BOX 135 NEW CASTLE, CO 81647-0135
212331103020	436 MAIN ST NEW CASTLE	BRADLEY, JO ELLYN	R041553	PO BOX 532 NEW CASTLE, CO 81647
212331104004	140 N B AVE NEW CASTLE	EDWARDS, CAROLYN EAINA & HAROLD EUGENE	R380094	PO BOX 94 NEW CASTLE, CO 81647
212331104005	141 N C AVE NEW CASTLE	WALL, MICHAEL & CHERRI L	R380165	PO BOX 807 RIFLE, CO 81650
212331104010	161 N C AVE	THIEL REVOCABLE TRUST,	R380084	PO BOX 373 NEW CASTLE,

Parcel	Physical Address	Owner	Account Num	Mailing Address
	NEW CASTLE	MARGARET M		CO 81647
212331104011	111 N C AVE NEW CASTLE	NUNEZ, ELOY & HEIDI	R380164	PO BOX 615 NEW CASTLE, CO 81647
212331104017	116 N B AVE NEW CASTLE	BERGER, HARRY J III & DANIELLE	R380151	PO BOX 912 NEW CASTLE, CO 81647
212331104018	136 N B AVE NEW CASTLE	MARSH, S BRADFORD & LISA R	R380150	PO BOX 823 NEW CASTLE, CO 81647-0823
212331104019	318 N B AVE NEW CASTLE	MUTTILLO-LONG, JEANNE R	R380363	1950 COUNTY ROAD 311 NEW CASTLE, CO 81647
212331104020	151 N C AVE NEW CASTLE	WESTERLIND, BRIAN OLAF & CASSONDRA JEANENE	R380379	PO BOX 28 NEW CASTLE, CO 81647
212331162034	529 S WILD HORSE DR NEW CASTLE	MEEKER, DAVID	R042963	PO BOX 10926 ASPEN, CO 81612
212331162035	533 S WILD HORSE DR NEW CASTLE	ORTEGA, OTONIEL & VICTORIA & MERAZ, FILIBERTO SR	R042964	533 S WILD HORSE DRIVE NEW CASTLE, CO 81647
212331162036	27 MT HARVARD CT NEW CASTLE	MEEKER, DAVID	R042965	PO BOX 10926 ASPEN, CO 81611
212331162037	53 MT HARVARD CT NEW CASTLE	GARCIA, EFRAIN & YRMA A & GARCIA LOPEZ, EFRAIN	R042966	53 MOUNT HARVARD COURT NEW CASTLE, CO 81647
212331162038	61 MT HARVARD CT NEW CASTLE	MCLERNON, RICHARD S & SUSANNE K 1999 REV LIVING TRUST	R042967	PO BOX 1480 APTOS, CA 95003
212331162039	73 MT HARVARD CT NEW CASTLE	BAQUERO, INES AS TRUSTEE OF THE INES BAQUERO SELF DECLARATION OF TRUST	R042968	73 MT HARVARD COURT NEW CASTLE, CO 81647
212331162040	64 MT HARVARD CT NEW CASTLE	MOYNIHAN, DAVID D	R042969	PO BOX 375 KASILOF, AK 99610
212331162043	31 MOUNT YALE NEW CASTLE	NEW CASTLE HOMES LLC	R042972	3768 HIGHWAY 82 #101 GLENWOOD SPRINGS, CO 81601
212331162044	37 MOUNT YALE NEW CASTLE	LAND DISCOVERY, INC	R042973	0981 COUNTY ROAD 245 NEW CASTLE, CO 81647
212331162045	43 MOUNT YALE NEW CASTLE	LAND DISCOVERY, INC	R042974	0981 COUNTY ROAD 245 NEW CASTLE, CO 81647
212331162046	51 MOUNT YALE CT NEW CASTLE	GONNERMAN, PAUL W & BILSTAD, SUSAN J	R042975	51 MOUNT YALE COURT NEW CASTLE, CO 81647
212331162047	59 MOUNT YALE NEW CASTLE	LAND DISCOVERY, INC	R042976	0981 COUNTY ROAD 245 NEW CASTLE, CO 81647
212331162068	Not available NEW CASTLE	NEW CASTLE, TOWN OF	R042997	PO BOX 90 NEW CASTLE, CO 81647-0166
212332200019	696 E MAIN ST NEW CASTLE	MCCULLOUGH, ROBERT B	R013082	696 E MAIN STREET NEW CASTLE, CO 81647
212332200191	Not available NEW CASTLE	CVR INVESTORS INC	R043115	5282 RED PASS WAY CASTLE ROCK, CO 80108
ROW	Not available null			

Garfield County Land Explorer

Parcel	Physical Address	Owner	Account Num	Mailing Address
212331100002	Not available NEW CASTLE	CVR INVESTORS INC	R043084	5282 RED PASS WAY CASTLE ROCK, CO 80108
212331101001	Not available NEW CASTLE	GARFIELD COUNTY	R380315	108 8TH STREET, SUITE 213 GLENWOOD SPRINGS, CO 81601-3363
212331101002	Not available NEW CASTLE	GELINEAU, TERI N	R380030	714 BENNETT AVENUE GLENWOOD SPRINGS, CO 81601
212331101005	644 E MAIN ST NEW CASTLE	GELINEAU, TERI N	R380200	714 BENNETT AVENUE GLENWOOD SPRINGS, CO 81601
212331101006	Not available NEW CASTLE	MCCULLOUGH, ROBERT B	R380061	696 E MAIN STREET NEW CASTLE, CO 81647
212331101007	640 E MAIN ST NEW CASTLE	ROBERTS, CALVIN D & PATRICIA A	R380062	1655 COUNTY ROAD 247 NEW CASTLE, CO 81647
212331102010	Not available NEW CASTLE	CALLIES, STANLEY & CHASTAN, MARIAH	R380271	116 NORTH D AVENUE NEW CASTLE, CO 81647
212331102012	116 N D AVE NEW CASTLE	CALLIES, STANLEY & CHASTAN, MARIAH	R380178	116 NORTH D AVENUE NEW CASTLE, CO 81647
212331102014	586 E MAIN ST NEW CASTLE	JERKUNICA PROPERTIES LLC	R082588	0262 S BILL CREEK ROAD CARBONDALE, CO 81623
212331102015	572 E MAIN ST NEW CASTLE	TREVINO, MELINDA J & GABRIEL SR	R082589	572 E MAIN STREET NEW CASTLE, CO 81647
212331162001	16 KIT CARSON PEAK CT NEW CASTLE	WILSON, DANE BRANDON & KENDRA JONES	R042930	16 KIT CARSON PEAK COURT NEW CASTLE, CO 81647
212331162025	538 S WILDHORSE DR NEW CASTLE	NEW CASTLE HOMES LLC	R042954	3768 HIGHWAY 82 #101 GLENWOOD SPRINGS, CO 81601
212331162026	526 S WILDHORSE DR NEW CASTLE	NEW CASTLE HOMES LLC	R042955	3768 HIGHWAY 82 #101 GLENWOOD SPRINGS, CO 81601
212331162027	520 S WILDHORSE DR NEW CASTLE	NEW CASTLE HOMES LLC	R042956	3768 HIGHWAY 82 #101 GLENWOOD SPRINGS, CO 81601
212331162028	510 S WILDHORSE DR NEW CASTLE	FLAHERTY, KENT & CINDY	R042957	510 S WILDHORSE DRIVE NEW CASTLE, CO 81647
212331162029	501 S WILDHORSE DR NEW CASTLE	SHELTON, WAYNE & VIRGINIA	R042958	501 S WILD HORSE DRIVE NEW CASTLE, CO 81647
212331162030	507 S WILD HORSE DR NEW CASTLE	SCHEBERLE, STEVEN W & DENISE L	R042959	507 S WILD HORSE DRIVE NEW CASTLE, CO 81647
212331162031	513 S WILD HORSE DR NEW CASTLE	SCHWENK, THOMAS & KAREN	R042960	513 SOUTH WILDHORSE DRIVE NEW CASTLE, CO 81647
212331162032	519 S WILD HORSE DR NEW CASTLE	KIM, ELIS	R042961	3120 BLAKE AVENUE #D GLENWOOD SPRINGS, CO 81601
212331162033	523 S WILD HORSE DR NEW CASTLE	HERNANDEZ, VICTOR & MARIA	R042962	523 S WILD HORSE DRIVE NEW CASTLE, CO 81647
212331162034	529 S WILD HORSE DR NEW CASTLE	MEEKER, DAVID	R042963	PO BOX 10926 ASPEN, CO 81612
212331162035	533 S WILD HORSE	ORTEGA, OTONIEL & VICTORIA	R042964	533 S WILD HORSE DRIVE

Parcel	Physical Address	Owner	Account Num	Mailing Address
	DR NEW CASTLE	& MERAZ, FILIBERTO SR		NEW CASTLE, CO 81647
212331162036	27 MT HARVARD CT NEW CASTLE	MEEKER, DAVID	R042965	PO BOX 10926 ASPEN, CO 81611
212331162037	53 MT HARVARD CT NEW CASTLE	GARCIA, EFRAIN & YRMA A & GARCIA LOPEZ, EFRAIN	R042966	53 MOUNT HARVARD COURT NEW CASTLE, CO 81647
212331162038	61 MT HARVARD CT NEW CASTLE	MCLERNON, RICHARD S & SUSANNE K 1999 REV LIVING TRUST	R042967	PO BOX 1480 APTOS, CA 95003
212331162039	73 MT HARVARD CT NEW CASTLE	BAQUERO, INES AS TRUSTEE OF THE INES BAQUERO SELF DECLARATION OF TRUST	R042968	73 MT HARVARD COURT NEW CASTLE, CO 81647
212331162040	64 MT HARVARD CT NEW CASTLE	MOYNIHAN, DAVID D	R042969	PO BOX 375 KASILOF, AK 99610
212331162043	31 MOUNT YALE NEW CASTLE	NEW CASTLE HOMES LLC	R042972	3768 HIGHWAY 82 #101 GLENWOOD SPRINGS, CO 81601
212331162044	37 MOUNT YALE NEW CASTLE	LAND DISCOVERY, INC	R042973	0981 COUNTY ROAD 245 NEW CASTLE, CO 81647
212331162045	43 MOUNT YALE NEW CASTLE	LAND DISCOVERY, INC	R042974	0981 COUNTY ROAD 245 NEW CASTLE, CO 81647
212331162046	51 MOUNT YALE CT NEW CASTLE	GONNERMAN, PAUL W & BILSTAD, SUSAN J	R042975	51 MOUNT YALE COURT NEW CASTLE, CO 81647
212331162068	Not available NEW CASTLE	NEW CASTLE, TOWN OF	R042997	PO BOX 90 NEW CASTLE, CO 81647-0166
212331401002	641 E MAIN ST NEW CASTLE	DIFIORE, DANIEL A	R380102	PO BOX 1441 CARBONDALE, CO 81623
212331401003	120 S E AVE NEW CASTLE	120 S E AVENUE LLC	R380004	PO BOX 1441 CARBONDALE, CO 81623
212331401004	681 E MAIN ST NEW CASTLE	KITCHEN, DEAN	R045195	PO BOX 228 NEW CASTLE, CO 81647
212331410004	200 S E AVE #104 NEW CASTLE	CROCKETT, RUFUS	R380254	PO BOX 3837 ASPEN, CO 81612-3837
212331410017	Not available NEW CASTLE	WINDRIDGE CONDOS ASSOC	R380302	PO BOX 942 NEW CASTLE, CO 81647-0942
212332200019	696 E MAIN ST NEW CASTLE	MCCULLOUGH, ROBERT B	R013082	696 E MAIN STREET NEW CASTLE, CO 81647
212332200191	Not available NEW CASTLE	CVR INVESTORS INC	R043115	5282 RED PASS WAY CASTLE ROCK, CO 80108
212332200193	Not available NEW CASTLE	NEW CASTLE, TOWN OF	R043838	PO BOX 90 NEW CASTLE, CO 81647
212332200195	Not available NEW CASTLE	CVR INVESTORS INC	R043962	5282 RED PASS WAY CASTLE ROCK, CO 80108
212332200196	Not available NEW CASTLE	GARFIELD SCHOOL DISTRICT RE-2	R044371	839 WHITERIVER AVENUE RIFLE, CO 81650-3515
212332212014	Not available NEW CASTLE	LAKOTA CANYON RANCH MASTER ASSOCIATION INC	R009285	151 CLUBHOUSE DRIVE NEW CASTLE, CO 81647
212332222023	BLACKHAWK DR NEW CASTLE	NEW CASTLE, TOWN OF	R041973	PO BOX 90 NEW CASTLE, CO 81647
212332224100	Not available NEW CASTLE	CVR INVESTORS INC	R044711	5282 RED PASS WAY CASTLE ROCK, CO 80108
212332300131	Not available NEW CASTLE	NEW CASTLE, TOWN OF	R790070	PO BOX 90 NEW CASTLE, CO 81647-0166

Parcel	Physical Address	Owner	Account Num	Mailing Address
212332301001	Not available NEW CASTLE	KITCHEN, DEAN	R130318	PO BOX 228 NEW CASTLE, CO 81647
212332301002	230 S E AVE NEW CASTLE	MCCUNE, BARBARA CEBULA	R130319	PO BOX 182 NEW CASTLE, CO 81647-0182
212332302001	700 BURNING MOUNTAIN AVE NEW CASTLE	BAILIE, ROBERT C LIVING TRUST	R790003	3001 HOWARD AVENUE RIFLE, CO 81650
212332302002	702 BURNING MOUNTAIN AVE NEW CASTLE	TORRES, RAQUEL & VEGA TORRES, JOSE HERNAN	R790004	PO BOX 1791 CARBONDALE, CO 81623
212332302003	704 BURNING MOUNTAIN AVE NEW CASTLE	HURTADO, JOSE M & URENO, AMPARO	R790005	1900 WILLITS LANE NO 25 BASALT, CO 81621
212332302065	Not available NEW CASTLE	NEW CASTLE, TOWN OF	R790067	PO BOX 90 NEW CASTLE, CO 81647-0166
212332302066	Not available NEW CASTLE	NEW CASTLE, TOWN OF	R006618	PO BOX 90 NEW CASTLE, CO 81647-0166
212332304009	Not available NEW CASTLE	NEW CASTLE, TOWN OF	R130402	PO BOX 90 NEW CASTLE, CO 81647-0166
ROW	Not available null			
ROW	Not available null			
ROW	Not available null			
ROW	Not available null			

Garfield County Land Explorer

Parcel	Physical Address	Owner	Account Num	Mailing Address
212329300194	Not available NEW CASTLE	CTS INVESTMENTS, LLC	R043961	343 DAKOTA BLVD BOULDER, CO 80304
212329300197	Not available NEW CASTLE	CVR INVESTORS INC	R045250	5282 RED PASS WAY CASTLE ROCK, CO 80108
212329301001	805 UTE CIR NEW CASTLE	LINDEN, SALLY L LIVING TRUST	R009286	805 UTE CIRCLE NEW CASTLE, CO 81647
212329301002	813 UTE CIR NEW CASTLE	MCCLINTOCK, STANLEY E & KRISTIN	R009287	813 UTE CIRCLE NEW CASTLE, CO 81647
212329301003	821 UTE CIR NEW CASTLE	SENERGY BUILDERS LLC	R009288	518 28 ROAD SUITE A-202 GRAND JUNCTION, CO 81501
212329301018	818 UTE CIR NEW CASTLE	DAVIS, RICHARD E & CONNIE L	R009303	818 UTE CIRCLE NEW CASTLE, CO 81647
212329301020	724 SILVERADO TRL NEW CASTLE	SENERGY BUILDERS LLC	R009305	518 28 ROAD SUITE A-202 GRAND JUNCTION, CO 81501
212329301021	748 SILVERADO TRL NEW CASTLE	STOTT, CODY	R009306	0251 EMMA ROAD BASALT, CO 81621
212329325011	140 N WILDHORSE DR NEW CASTLE	IRELAND, JAMES D & HEATHER	R083032	140 N WILDHORSE DRIVE NEW CASTLE, CO 81647
212329325012	144 N WILDHORSE DR NEW CASTLE	ROHE, TRAVIS B & CARI B	R083033	144 N WILDHORSE DRIVE NEW CASTLE, CO 81647
212329325013	148 N WILDHORSE DR NEW CASTLE	MCDONNELL, PETER J & JESSICA A	R083034	148 N WILDHORSE DRIVE NEW CASTLE, CO 81647
212329325014	152 N WILDHORSE DR NEW CASTLE	SCHAUSTER, ALAN & STACY	R083035	152 N WILDHORSE DRIVE NEW CASTLE, CO 81647
212329325015	156 N WILDHORSE DR NEW CASTLE	KRESSNER, STEVEN & DEMMING KRESSNER, DEE	R083036	156 N WILDHORSE DRIVE NEW CASTLE, CO 81647
212329325016	160 N WILDHORSE DR NEW CASTLE	TROWBRIDGE, JERRY WAYNE AND KAREN SUE REV TRUST	R083037	1414 DONEGAL WAY OXNARD, CA 93035
212329325017	164 N WILDHORSE DR NEW CASTLE	CAIN, TIMOTHY L	R083038	164 NORTH WILDHORSE DRIVE NEW CASTLE, CO 81647
212329326001	66 N FOXWOOD LN NEW CASTLE	WOOD, WILLIAM L & KLINE, KATHY ANN	R083598	66 NORTH FOXWOOD LANE NEW CASTLE, CO 81647
212329326002	62 FOXWOOD NEW CASTLE	MARX, AMIE	R083599	PO BOX 634 NEW CASTLE, CO 81647
212329326003	58 FOXWOOD NEW CASTLE	KROL, JOHN & LINDSAY	R083600	58 NORTH FOXWOOD LANE NEW CASTLE, CO 81647
212330400002	Not available NEW CASTLE	CTS INVESTMENTS LLC	R043959	343 DAKOTA BLVD BOULDER, CO 80304
212330454017	167 REDSTONE DR NEW CASTLE	SOMMERS, ELLEN J & REINERT, ARLEEN M	R084291	3715 LEWIS STREET WHEAT RIDGE, CO 80033
212330454018	171 REDSTONE DR NEW CASTLE	BARBOUR, CHRIS	R084292	PO BOX 3815 NANTUCKET, MA 02584
212330454019	175 REDSTONE DR NEW CASTLE	PEFFER, GARY ALLEN & KATHRYN M	R084293	175 REDSTONE DRIVE #9C NEW CASTLE, CO 81647
212330454020	181 REDSTONE DR NEW CASTLE	EBERLY, KEELY	R084275	181 REDSTONE DRIVE NEW CASTLE, CO 81647
212330454021	185 REDSTONE DR NEW CASTLE	MOWDAY, SUSAN L	R084276	185 REDSTONE DRIVE NEW CASTLE, CO 81647

Parcel	Physical Address	Owner	Account Num	Mailing Address
212330454022	189 REDSTONE DR NEW CASTLE	BENZEL, JOHN BRETT	R084277	189 REDSTONE DRIVE NEW CASTLE, CO 81647
212330454101	Not available NEW CASTLE	CVR INVESTORS INC	R044712	5282 RED PASS WAY CASTLE ROCK, CO 80108
212331162001	16 KIT CARSON PEAK CT NEW CASTLE	WILSON, DANE BRANDON & KENDRA JONES	R042930	16 KIT CARSON PEAK COURT NEW CASTLE, CO 81647
212331162002	26 KIT CARSON PEAK CT NEW CASTLE	STEPHENS, SCOTT J & ADA SILVIA	R042931	26 KIT CARSON PEAK COURT NEW CASTLE, CO 81647
212331162029	501 S WILDHORSE DR NEW CASTLE	SHELTON, WAYNE & VIRGINIA	R042958	501 S WILD HORSE DRIVE NEW CASTLE, CO 81647
212331162030	507 S WILD HORSE DR NEW CASTLE	SCHEBERLE, STEVEN W & DENISE L	R042959	507 S WILD HORSE DRIVE NEW CASTLE, CO 81647
212331162031	513 S WILD HORSE DR NEW CASTLE	SCHWENK, THOMAS & KAREN	R042960	513 SOUTH WILDHORSE DRIVE NEW CASTLE, CO 81647
212331162068	Not available NEW CASTLE	NEW CASTLE, TOWN OF	R042997	PO BOX 90 NEW CASTLE, CO 81647-0166
212331165001	31 REDSTONE DR NEW CASTLE	CHIAPPINELLI, DANA & JEANNETTE	R045130	1427 WALZ AVENUE GLENWOOD SPRINGS, CO 81601
212331165002	35 REDSTONE DR NEW CASTLE	SMART, DUSTIN J & MARIA H	R045131	35 REDSTONE DRIVE NEW CASTLE, CO 81647
212332200191	Not available NEW CASTLE	CVR INVESTORS INC	R043115	5282 RED PASS WAY CASTLE ROCK, CO 80108
212332200193	Not available NEW CASTLE	NEW CASTLE, TOWN OF	R043838	PO BOX 90 NEW CASTLE, CO 81647
212332200195	Not available NEW CASTLE	CVR INVESTORS INC	R043962	5282 RED PASS WAY CASTLE ROCK, CO 80108
212332210024	109 BLACKHAWK DR NEW CASTLE	BRUCKER, TERRY & ERIC	R009259	109 BLACKHAWK DRIVE NEW CASTLE, CO 81647
212332212002	Not available NEW CASTLE	NGUYEN, MICHAEL T & DAO, OANH K	R009273	100 OBERMEYER PLACE #104 ASPEN, CO 81611
212332212009	Not available NEW CASTLE	WHITAKER, BRYAN K & SHERRY L	R009280	4231 CARROWAY SEED COURT JOHNSTOWN, CO 80534
212332212011	Not available NEW CASTLE	LAKOTA CANYON RANCH DEVELOPMENT, LLC	R009282	PO 381 WRIGHTSVILLE BEACH, NC 28480
212332212014	Not available NEW CASTLE	LAKOTA CANYON RANCH MASTER ASSOCIATION INC	R009285	151 CLUBHOUSE DRIVE NEW CASTLE, CO 81647
212332212015	626 CHEYENNE AVE NEW CASTLE	CALDWELL, WENDY S	R042291	626 CHEYENNE AVENUE NEW CASTLE, CO 81647
212332212016	608 CHEYENNE AVE NEW CASTLE	STRAHM, CHARLOTTE & DAVID	R042292	608 CHEYENNE AVENUE NEW CASTLE, CO 81647
212332212017	461 BROKEN ARROW DR NEW CASTLE	WILLIAMS, H LEO & MARY L	R042302	461 BROKEN ARROW DRIVE NEW CASTLE, CO 81647
212332212018	487 BROKEN ARROW DR NEW CASTLE	ALLAN, CARLOS	R042303	487 BROKEN ARROW DRIVE NEW CASTLE, CO 81647
212332212019	235 SPIRIT WAY NEW CASTLE	WULF, ARDIS J REVOCABLE TRUST	R043001	235 SPIRIT WAY NEW CASTLE, CO 81647
212332212020	217 SPIRIT WAY NEW CASTLE	WAJ, LLC	R043002	1440 WALZ AVENUE GLENWOOD SPRINGS, CO 81601

Parcel	Physical Address	Owner	Account Num	Mailing Address
212332212021	290 SPIRIT WAY NEW CASTLE	OSIECKI, LESZEK H & GENOWEFA	R043538	290 SPIRIT WAY NEW CASTLE, CO 81647
212332212022	264 SPIRIT WAY NEW CASTLE	VASQUEZ, JASON OWEN & BUDD, CLAUDIA R	R043541	264 SPIRIT WAY NEW CASTLE, CO 81647
212332212023	438 BROKEN ARROW DR NEW CASTLE	CARROLL, CLINTON N & JAIME R	R043685	438 BROKEN ARROW NEW CASTLE, CO 81647
212332212024	412 BROKEN ARROW DR NEW CASTLE	CULLEN, VALERIE S	R043686	412 BROKEN ARROW DRIVE NEW CASTLE, CO 81647
212332212025	639 CHEYENNE AVE NEW CASTLE	BATEMAN, CRYSTAL & DONALD	R043803	639 CHEYENNE AVENUE NEW CASTLE, CO 81647
212332212026	615 CHEYENNE AVE NEW CASTLE	CURTIS, BRENTON	R043804	615 CHEYENNE AVENUE NEW CASTLE, CO 81647
212332212027	287 SPIRIT WAY NEW CASTLE	OBUHANICK, MELISSA	R043907	287 SPIRIT WAY NEW CASTLE, CO 81647
212332212028	261 SPIRIT WAY NEW CASTLE	MILLETTE, ROBERT L & PEDERSEN, MARGARET M	R043908	261 SPIRIT WAY NEW CASTLE, CO 81647
212332212029	490 BROKEN ARROW DR NEW CASTLE	MANGEOT, FRANK T	R044922	490 BROKEN ARROW DRIVE NEW CASTLE, CO 81647
212332212030	464 BROKEN ARROW DR NEW CASTLE	RANDOL, DENVER R & MARCIA	R044923	464 BROKEN ARROW DRIVE NEW CASTLE, CO 81647
212332212031	695 CHEYENNE AVE NEW CASTLE	GUNTHER, JOHN E & PATRICIA E	R082720	695 CHEYENNE AVENUE NEW CASTLE, CO 81647
212332212032	671 CHEYENNE AVE NEW CASTLE	COLLINS, MICHAEL J	R082721	671 CHEYENNE AVENUE NEW CASTLE, CO 81647
212332212033	698 CHEYENE AVE NEW CASTLE	NATOLI, CYNTHIA L	R083948	698 CHEYENNE AVENUE NEW CASTLE, CO 81647
212332212034	680 CHEYENE AVE NEW CASTLE	STREET, JEFFREY & KONTZ, BRITTNEY	R083949	680 CHEYENNE AVENUE NEW CASTLE, CO 81647
212332222023	BLACKHAWK DR NEW CASTLE	NEW CASTLE, TOWN OF	R041973	PO BOX 90 NEW CASTLE, CO 81647
212332224100	Not available NEW CASTLE	CVR INVESTORS INC	R044711	5282 RED PASS WAY CASTLE ROCK, CO 80108
212332236001	9 REDSTONE DR NEW CASTLE	STOVER, PAUL D & NANCY M	R045127	5700 HOMESTEAD ROAD GLENWOOD SPRINGS, CO 81601
212332236002	13 REDSTONE DR NEW CASTLE	PUCAK, CAROL J	R045128	478 STAGECOACH LANE CARBONDALE, CO 81623
212332236003	17 REDSTONE DR NEW CASTLE	ROSSI WHEELER, PAULETTE	R045129	459 PINON DRIVE GLENWOOD SPRINGS, CO 81601
212332238002	40 REDSTONE DR NEW CASTLE	GLASENAPP, JUSTIN	R045309	40 REDSTONE DRIVE NEW CASTLE, CO 81647
212332238003	36 REDSTONE DR NEW CASTLE	BOAS, THOMAS Q & PATRICIA M	R045310	36 REDSTONE DRIVE NEW CASTLE, CO 81647
212332239001	22 REDSTONE DR NEW CASTLE	KOCHEVAR, JUSTIN BRUCE & NIKKI LEE	R045367	22 REDSTONE DRIVE NEW CASTLE, CO 81647
212332239002	18 REDSTONE DR NEW CASTLE	WILDENTHAL, ADELE S & BRYAN HOBSON	R045368	18 REDSTONE DRIVE NEW CASTLE, CO 81647
212332239003	14 REDSTONE DR NEW CASTLE	HABERLER, ZACHARY JAMES	R045369	14 REDSTONE DRIVE NEW CASTLE, CO 81647
212332241001	100 N WILDHORSE DR NEW CASTLE	FERRELL, MARC	R083022	11231 EAST SPEEDWAY BOULEVARD TUCSON, AZ 85748

Parcel	Physical Address	Owner	Account Num	Mailing Address
212332241002	104 N WILDHORSE DR NEW CASTLE	ROCKEY, LESLIE & ARON	R083023	104 NORTH WILDHORSE DRIVE NEW CASTLE, CO 81647
212332241003	108 N WILDHORSE DR NEW CASTLE	CHAVEZ, SONJA R	R083024	108 NORTH WILDHORSE DRIVE NEW CASTLE, CO 81647
212332241004	112 N WILDHORSE DR NEW CASTLE	WEEDEN, BRANDUN S & WINDIE L	R083025	112 NORTH WILDHORSE DRIVE NEW CASTLE, CO 81647
212332241005	116 N WILDHORSE DR NEW CASTLE	SMITH, JOYCE & MAULDIN, JANET L	R083026	116 N WILDHORSE DRIVE NEW CASTLE, CO 81647
212332241006	120 N WILDHORSE DR NEW CASTLE	RIDDILE, GRAHAM & ALISHA	R083027	120 N WILDHORSE DRIVE NEW CASTLE, CO 81647
212332241007	124 N WILDHORSE DR NEW CASTLE	DURHAM, CHARLES E & DURHAM, MARY E	R083028	124 N WILDHORSE DRIVE NEW CASTLE, CO 81647
212332241008	128 N WILDHORSE DR NEW CASTLE	NEFF, DEVIN & JAMES A JR	R083029	128 NORTH WILDHORSE DRIVE NEW CASTLE, CO 81647
212332241009	132 N WILDHORSE DR NEW CASTLE	ALVARADO, ERICA	R083030	132 N WILDHORSE DRIVE NEW CASTLE, CO 81647
212332241010	136 N WILDHORSE DR NEW CASTLE	MURPHY, KEVIN P & JANETTE R	R083031	136 NORTH WILDHORSE DRIVE NEW CASTLE, CO 81647
212332242001	44 FOXWOOD LN NEW CASTLE	MAIN, TONI JEAN & COLLINS, KENNETH R	R083479	44 FOXWOOD LANE NEW CASTLE, CO 81647
212332242002	48 FOXWOOD LN NEW CASTLE	MITCHELL, JAMES L & JENNA M	R083480	48 FOXWOOD LANE NEW CASTLE, CO 81647
212332242003	52 FOXWOOD LN NEW CASTLE	NOVAK, DEBBIE A	R083481	52 FOXWOOD LANE NEW CASTLE, CO 81647
212332243001	38 FOXWOOD LN NEW CASTLE	HARRISON, RICHARD	R083779	38 FOXWOOD LANE NEW CASTLE, CO 81647
212332243002	34 FOXWOOD LN NEW CASTLE	HUYSER, JEAN	R083780	34 FOXWOOD LANE NEW CASTLE, CO 81647
212332243003	30 FOXWOOD LN NEW CASTLE	RAND, NATHANAEL D	R083781	700 N WILDHORSE DRIVE NEW CASTLE, CO 81647-9496
212332244001	26 FOXWOOD LN NEW CASTLE	CANDREIA, MYRNA J	R083838	26 FOXWOOD LANE NEW CASTLE, CO 81647
212332244002	22 FOXWOOD LN NEW CASTLE	NAMOWICZ, KEN & WOZNICKI, GINGER	R083839	22 FOXWOOD LANE NEW CASTLE, CO 81647
212332244003	18 FOXWOOD LN NEW CASTLE	PEREA, DOMINIC	R083840	18 FOXWOOD LANE NEW CASTLE, CO 81647
ROW	Not available null			

Garfield County Land Explorer

Parcel	Physical Address	Owner	Account Num	Mailing Address
212329300185	Not available NEW CASTLE	WARRIOR GOLF ASSETS LLC	R009978	15 MASON IRVINE, CA 92618
212329300194	Not available NEW CASTLE	CTS INVESTMENTS, LLC	R043961	343 DAKOTA BLVD BOULDER, CO 80304
212329300197	Not available NEW CASTLE	CVR INVESTORS INC	R045250	5282 RED PASS WAY CASTLE ROCK, CO 80108
212329301001	805 UTE CIR NEW CASTLE	LINDEN, SALLY L LIVING TRUST	R009286	805 UTE CIRCLE NEW CASTLE, CO 81647
212329301002	813 UTE CIR NEW CASTLE	MCCLINTOCK, STANLEY E & KRISTIN	R009287	813 UTE CIRCLE NEW CASTLE, CO 81647
212329301003	821 UTE CIR NEW CASTLE	SENERGY BUILDERS LLC	R009288	518 28 ROAD SUITE A-202 GRAND JUNCTION, CO 81501
212329301004	829 UTE CIR NEW CASTLE	STARK, JEFFERY K & KRISTY L	R009289	829 UTE CIRCLE NEW CASTLE, CO 81647
212329301005	837 UTE CIR NEW CASTLE	JDL TRUST U/A/D 12/13/01, THE	R009290	PO BOX 369 MENAHA, MN 56464
212329301006	845 UTE CIR NEW CASTLE	DRAGON, LARRY & BELDA, RUTH E	R009291	845 UTE CIRCLE NEW CASTLE, CO 81647
212329301007	850 UTE CIR NEW CASTLE	SENERGY BUILDERS LLC	R009292	518 28 ROAD SUITE A-202 GRAND JUNCTION, CO 81501
212329301008	858 UTE CIR NEW CASTLE	GONZALEZ, CARMEN D	R009293	858 UTE CIRCLE NEW CASTLE, CO 81647
212329301009	866 UTE CIR NEW CASTLE	HOFFMEISTER, JODY E & SEBRINA J	R009294	PO BOX 2128 GLENWOOD SPRINGS, CO 81602
212329301017	861 UTE CIR NEW CASTLE	BCIE LAND HOLDINGS LLC	R009302	2764 COMPASS DRIVE #217-6 GRAND JUNCTION, CO 81506
212329301018	818 UTE CIR NEW CASTLE	DAVIS, RICHARD E & CONNIE L	R009303	818 UTE CIRCLE NEW CASTLE, CO 81647
212329301020	724 SILVERADO TRL NEW CASTLE	SENERGY BUILDERS LLC	R009305	518 28 ROAD SUITE A-202 GRAND JUNCTION, CO 81501
212329301021	748 SILVERADO TRL NEW CASTLE	STOTT, CODY	R009306	0251 EMMA ROAD BASALT, CO 81621
212329325011	140 N WILDHORSE DR NEW CASTLE	IRELAND, JAMES D & HEATHER	R083032	140 N WILDHORSE DRIVE NEW CASTLE, CO 81647
212329325012	144 N WILDHORSE DR NEW CASTLE	ROHE, TRAVIS B & CARI B	R083033	144 N WILDHORSE DRIVE NEW CASTLE, CO 81647
212329325013	148 N WILDHORSE DR NEW CASTLE	MCDONNELL, PETER J & JESSICA A	R083034	148 N WILDHORSE DRIVE NEW CASTLE, CO 81647
212329325014	152 N WILDHORSE DR NEW CASTLE	SCHAUSTER, ALAN & STACY	R083035	152 N WILDHORSE DRIVE NEW CASTLE, CO 81647
212329325015	156 N WILDHORSE DR NEW CASTLE	KRESSNER, STEVEN & DEMMING KRESSNER, DEE	R083036	156 N WILDHORSE DRIVE NEW CASTLE, CO 81647
212329325016	160 N WILDHORSE DR NEW CASTLE	TROWBRIDGE, JERRY WAYNE AND KAREN SUE REV TRUST	R083037	1414 DONEGAL WAY OXNARD, CA 93035
212329325017	164 N WILDHORSE DR NEW CASTLE	CAIN, TIMOTHY L	R083038	164 NORTH WILDHORSE DRIVE NEW CASTLE, CO 81647

Parcel	Physical Address	Owner	Account Num	Mailing Address
212330400002	Not available NEW CASTLE	CTS INVESTMENTS LLC	R043959	343 DAKOTA BLVD BOULDER, CO 80304
212330400003	Not available NEW CASTLE	NEW CASTLE, TOWN OF	R043960	PO BOX 90 NEW CASTLE, CO 81647
212330454101	Not available NEW CASTLE	CVR INVESTORS INC	R044712	5282 RED PASS WAY CASTLE ROCK, CO 80108
212332200195	Not available NEW CASTLE	CVR INVESTORS INC	R043962	5282 RED PASS WAY CASTLE ROCK, CO 80108
212332212002	Not available NEW CASTLE	NGUYEN, MICHAEL T & DAO, OANH K	R009273	100 OBERMEYER PLACE #104 ASPEN, CO 81611
212332212015	626 CHEYENNE AVE NEW CASTLE	CALDWELL, WENDY S	R042291	626 CHEYENNE AVENUE NEW CASTLE, CO 81647
212332212016	608 CHEYENNE AVE NEW CASTLE	STRAHM, CHARLOTTE & DAVID	R042292	608 CHEYENNE AVENUE NEW CASTLE, CO 81647
212332212025	639 CHEYENNE AVE NEW CASTLE	BATEMAN, CRYSTAL & DONALD	R043803	639 CHEYENNE AVENUE NEW CASTLE, CO 81647
212332212026	615 CHEYENNE AVE NEW CASTLE	CURTIS, BRENTON	R043804	615 CHEYENNE AVENUE NEW CASTLE, CO 81647
212332212031	695 CHEYENNE AVE NEW CASTLE	GUNTHER, JOHN E & PATRICIA E	R082720	695 CHEYENNE AVENUE NEW CASTLE, CO 81647
212332212032	671 CHEYENNE AVE NEW CASTLE	COLLINS, MICHAEL J	R082721	671 CHEYENNE AVENUE NEW CASTLE, CO 81647
212332212033	698 CHEYENE AVE NEW CASTLE	NATOLI, CYNTHIA L	R083948	698 CHEYENNE AVENUE NEW CASTLE, CO 81647
212332212034	680 CHEYENE AVE NEW CASTLE	STREET, JEFFREY & KONTZ, BRITTNEY	R083949	680 CHEYENNE AVENUE NEW CASTLE, CO 81647
212332241007	124 N WILDHORSE DR NEW CASTLE	DURHAM, CHARLES E & DURHAM, MARY E	R083028	124 N WILDHORSE DRIVE NEW CASTLE, CO 81647
212332241008	128 N WILDHORSE DR NEW CASTLE	NEFF, DEVIN & JAMES A JR	R083029	128 NORTH WILDHORSE DRIVE NEW CASTLE, CO 81647
212332241009	132 N WILDHORSE DR NEW CASTLE	ALVARADO, ERICA	R083030	132 N WILDHORSE DRIVE NEW CASTLE, CO 81647
212332241010	136 N WILDHORSE DR NEW CASTLE	MURPHY, KEVIN P & JANETTE R	R083031	136 NORTH WILDHORSE DRIVE NEW CASTLE, CO 81647
ROW	Not available null			

Paul Smith

From: Aaron Atkinson <aa@hackstafflaw.com>
Sent: Thursday, February 6, 2020 3:00 PM
To: Paul Smith
Subject: Fwd: rezoning of Aaron Atkinson land

Eric's consent.

Thank you.

J. Aaron Atkinson
Hackstaff & Snow
(303) 534-4317

Begin forwarded message:

From: Eric Williams <ecw5226@comcast.net>
Date: February 6, 2020 at 2:58:14 PM MST
To: aa@hackstafflaw.com
Subject: rezoning of Aaron Atkinson land

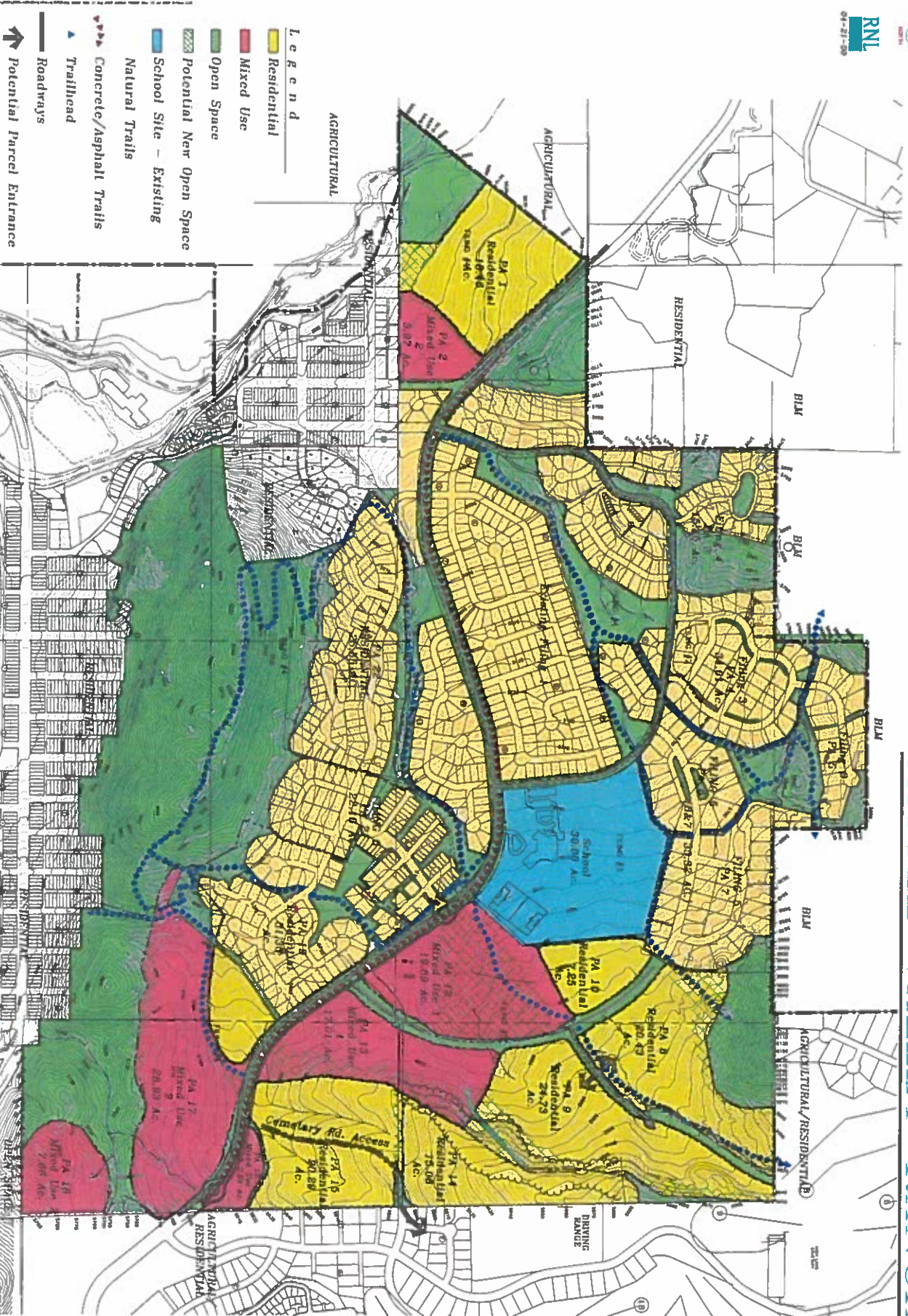
Hi Aaron,

I am in support of the actions necessary to amend the current CASTLE VALLEY RANCH ANNEXATION AGREEMENT AND SITE SPECIFIC DEVELOPMENT PLAN AGREEMENT to reflect the Declarations of Restrictive Covenants by and between: 1) the Williams Family Investments Company, RLLP, and CTS Investments LLC; and 2) CTS Investments LLC and Village Homes of Colorado, Inc for revising the vacant land be classified as "R" instead of "M/U-2." For the land that your company owns.

Eric C Williams
970-930-3717

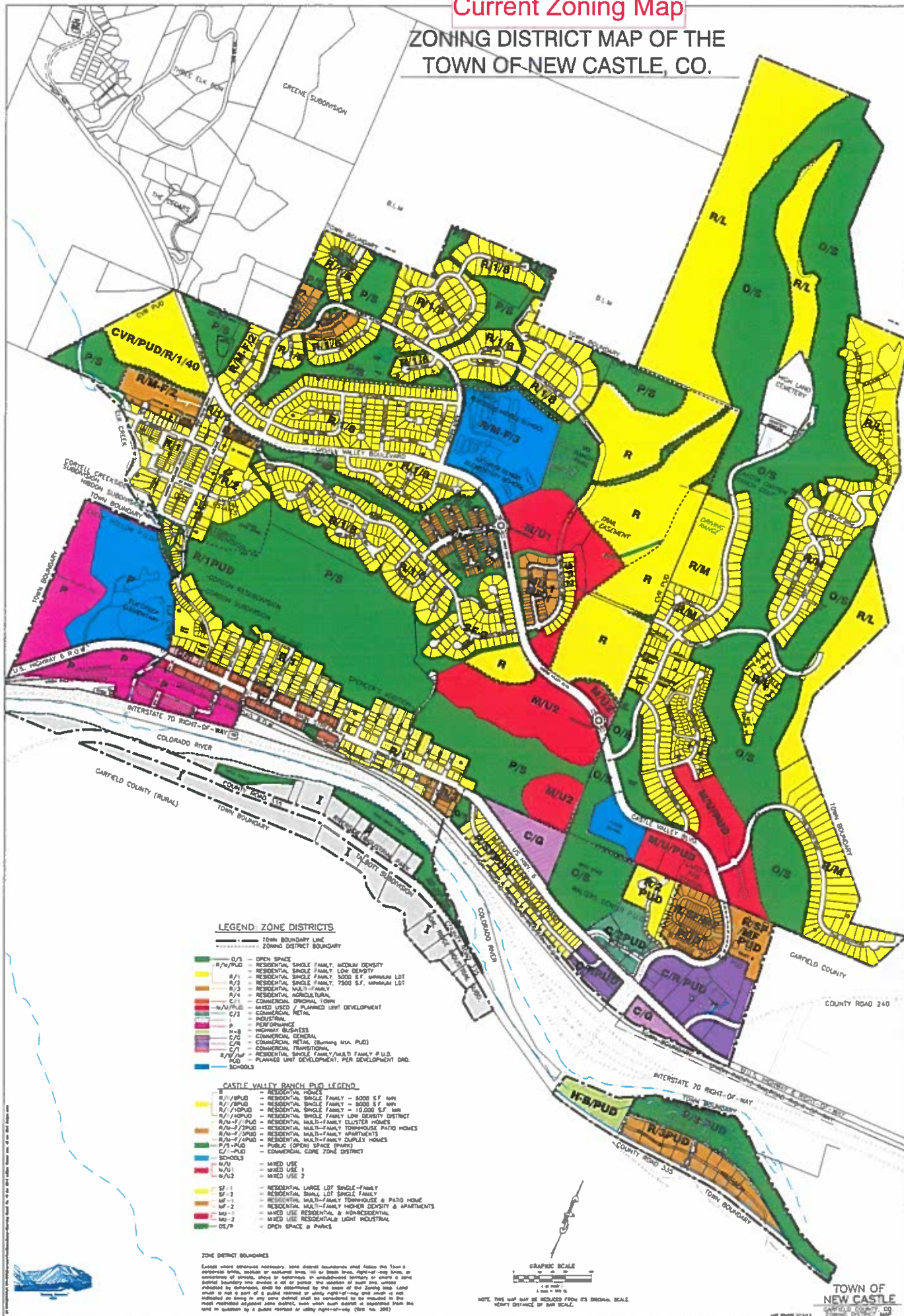


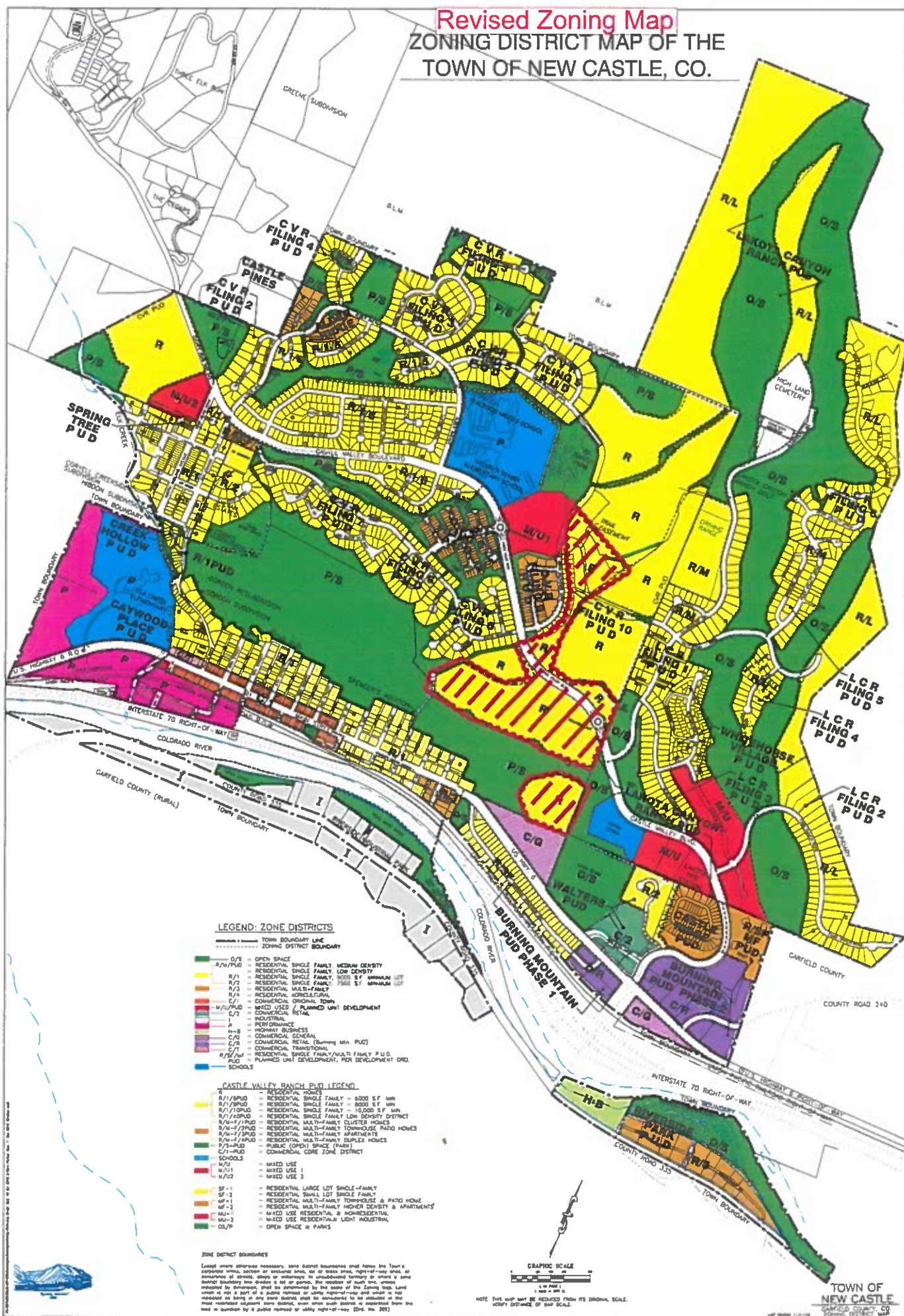
UPDATED MASTER PLAN MAP CASTLE VALLEY RANCH



Current Zoning Map

ZONING DISTRICT MAP OF THE TOWN OF NEW CASTLE, CO.





TOWN OF NEW CASTLE, COLORADO
ORDINANCE NO. 2002-2

AN ORDINANCE OF THE NEW CASTLE TOWN COUNCIL APPROVING
WITH CONDITIONS AN AMENDMENT TO THE PUD MASTER PLAN FOR
CASTLE VALLEY RANCH PUD AND APPROVING A SECOND AMENDED
CASTLE VALLEY RANCH ANNEXATION AGREEMENT AND SITE
SPECIFIC DEVELOPMENT PLAN AGREEMENT.

WHEREAS, CVR Development, LLC, on behalf of the owners, Williams Family Investment Co., RLLP and Land Discovery, Inc., of the unplatted portions of the Castle Valley Ranch PUD ("CVR") in the Town of New Castle, has submitted an application to amend the PUD Master Plan zoning in effect for CVR. (CVR Development, LLC, Williams Family Investment Co., RLLP, and Land Discovery, Inc are hereinafter collectively referred to as the "Applicant.") The application provides for, among other things, reducing the total maximum density from 2,500 residential units and other uses to a maximum of 1,400 residential units and 100,000 square feet of commercial space; and

WHEREAS, on June 28, 2000, the Planning and Zoning Commission held a duly-noticed public hearing regarding the application to amend the PUD Master Plan for CVR, and

WHEREAS, the Planning and Zoning Commission found, and the Town Council also finds, that the proposed modification of the existing master plan for CVR is consistent with the efficient development and preservation of the entire planned unit development, does not affect in a substantially adverse manner either the enjoyment of land abutting upon or across a street from the planned unit development or the public interest, and would not be granted solely to confer a special benefit upon any person; and

WHEREAS, after due consideration of the application, the evidence presented by the Town Staff, the Applicant, and members of the public during the public hearing, and the provisions of the Town Code and the other applicable provisions of Colorado Law, the Planning and Zoning Commission recommended conditional approval for the amended PUD Master Plan, subject to the terms and conditions set forth in Resolution PZ 2000-4; and

WHEREAS, the Town Council considered the recommendations of the Planning Commission at public meetings held on February 19, 2002, and on March 5, 2002 and desires to approve the amended PUD Master Plan subject to the terms and conditions set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE
TOWN OF NEW CASTLE, COLORADO, AS FOLLOWS:

Please return to:
Leavenworth & Itap, PC
1011 Grand Ave
PO Drawer 2030
Greenwood Springs CO 81602

1. Recitals incorporated by Reference. The foregoing recitals are incorporated by reference herein as findings and determinations of the New Castle Town Council.

2. Definitions. For purposes of this Ordinance, the following definitions shall apply:

A. The "Submittal" means the information contained within the three-ring binder dated May 1, 2000, consisting of a cover letter dated May 2, 2000, and 11 separately-tabbed exhibits, as subsequently amended and as on file in the office of the Town Clerk as of March 5, 2002.

B. The "Agreement" means the Second Amended Castle Valley Ranch Annexation Agreement and Site Specific Development Plan Agreement attached hereto as Exhibit 1.

C. The "PUD Master Plan" consists of the Updated PUD Master Plan attached as Exhibit E to the Agreement and the Updated Planned Unit Zoning Guide attached as Exhibit F to the Agreement.

D. A legal description of the subject "Property" is located at Tab 9 of the Submittal and is attached as Exhibit A to the Agreement.

The complete Submittal, the Agreement, the PUD Master Plan, and all exhibits are available for inspection at the Office of the Town Clerk.

3. Approval of the Plan. The PUD Master Plan is hereby approved for the Property with conditions as a PUD Master Plan in accordance with Chapter 13-10 of the town Municipal Code. This approval creates seven new PUD zone districts for the Property as defined below. The Town's zoning map shall be amended so as to be consistent with the Updated PUD Master Plan Map.

4. Amendment of Zoning Regulations. In light of the approval of the updated PUD Master Plan, the following provisions of Chapter 13-22 of the New Castle Municipal Code are amended as follows; provided, that nothing in this Ordinance shall be interpreted to change the existing zoning within any subdivision that was platted prior to the effective date of this Ordinance:

Section 13-22-020 ("Zone District Classifications") is repealed in its entirety and re-enacted as follows:

13-22-020 Zone District Classifications

Castle Valley Ranch, a Planned Unit Development, is divided into the following zone district classifications. Except for lands within an approved subdivision plan, the

boundaries for each zone district and planning area and the location of roadways and easements shall be general only. The precise boundaries and locations of all such features shall be shown on each filing as the same is subdivided and a final plat thereof recorded; provided, however, no major deviations shall be allowed from the general boundaries shown on the Updated PUD Master Plan Map. All future subdivision and development of the PUD shall be subject to the approval by the Town Council of a final subdivision plat and a final PUD development plan for each new filing in accordance with the procedures set forth in Titles 13 and 14 of this Code. In accordance with and subject to the procedures and standards set forth in Title 14, the uses, densities, and other restrictions of each of the zone district classifications listed below may be modified or amended as part of the PUD development plan process for future filings, and the precise zone district text for each filing shall be determined at the time of approval of a final PUD development plan for that filing.

- (A) Public Space District
- (B) Residential/Single Family Medium Density District (R/U/8)
- (C) Residential/Single Family High Density District (R/U/16)
- (D) Residential/Multi-Family Townhouse/Patio Home District (R/M-F/2)
- (E) Residential/Multi-Family Apartments District (R/M-F/3)
- (F) Residential Single Family (SF-1)
- (G) Residential Single Family (SF-2)
- (H) Residential Multifamily (MF-1)
- (I) Residential Multifamily (MF-2)
- (J) Mixed Use (MU-1)
- (K) Mixed Use (MU-2)
- (L) Open Space/Parks (OS/P)

Sections 13-22-040 and 13-22-050 are repealed.

Section 13-22-060 is renumbered as Section 13-22-040.

Section 13-22-070 is renumbered as Section 13-22-050.

Section 13-22-080 is repealed.

Section 13-22-090 is renumbered as Section 13-22-060.

Section 13-22-100 is renumbered as Section 13-22-070.

Sections 13-22-110 and 13-22-120 are repealed.

A new Section 13-22-080 is enacted as follows:

Section 13-22-080 Zone Districts For Updated PUD Master Plan

This section defines the zone district classifications set forth above in Section 13-22-020(F) through (L), which shall apply to all PUD development plan applications filed on or after March 1, 2002.

- (1) Residential
 - (a) SF-1: Large lot single family detached residential district providing lower density housing in areas for larger lots.
 - (b) SF-2: Small lot single family detached residential district allowing for a variety of single family housing alternatives within Castle Valley Ranch.
 - (c) MF-1: Multi-family townhouse and patio home district allowing for creative approaches to development with housing alternatives that are sensitive to existing and surrounding land uses.
 - (d) MF-2: Multi-family district allowing higher density including apartments.
- (2) Mixed Use
 - (a) MU-1: Mixed use district providing a mix of residential and non-residential land uses within close proximity to each other that are suitably located within the Community Core. All residential uses shall conform to the requirements of the SF-1, SF-2, MF-1, or MF-2 zones described above, which shall be determined (or may be modified) at the time of approval of a PUD Development Plan for property within an MU-1 zone.
 - (b) MU-2: Mixed use district providing a mix of residential and light industrial, office uses within close proximity to each other where complementary business uses may be permitted, and where higher

Intensity uses will be permitted that may not be suitable within the Community Core. All residential uses shall conform to the requirements of the SF-1, SF-2, MF-1, or MF-2 zones described above, which shall be determined (or may be modified) at the time of approval of a PUD Development Plan for property within an MU-2 zone.

- (3) Open Space and Parks
(a) OS/P: Open space and parks district providing recreation and open space opportunities to the community of Castle Valley Ranch and the Town of New Castle.

Schedule of Permitted Land Uses

Purpose and Intent: The purpose of the schedule of permitted uses of land is to show which uses are permitted, conditionally permitted, or prohibited. No person shall use any land within Castle Valley Ranch PUD except according to the following schedule of uses.

Use	OS/P	SF-1	SF-2	MF-1	MF-2	MU-1	MU-2
Detached dwelling units	*	P	P	P	*	P	P
Attached dwelling units with rear yards	*	*	*	P	P	P	P
Public homes/dwelling units oriented to the side of the lot	*	*	P	P	P	P	P
Attached dwelling units in structures containing more than two units	*	*	*	P	P	P	P
Factories detached garages/studios and granny flats	*	P	P	P	P	P	P
Child care facilities	*	C	C	C	C	P	P
Churches, synagogues, chapels and temples	*	C	C	C	C	P	P
Fire stations	C	C	C	C	C	C	C
Technical & administrative	*	*	*	*	*	P	P
Banks	*	*	*	*	*	P	P
Personal service shops	*	*	*	*	*	P	P
Restaurants & taverns	*	*	*	*	*	P	P
Gasoline service	*	*	*	*	*	P	P

Use	OS/P	SF-1	SF-2	MF-1	MF-2	MU-1	MU-2
Retail business	*	*	*	*	*	P	P
Office Warehouse	*	*	*	*	*	P	P
Warehouses & storage (other than office warehouses)	*	*	*	*	*	*	P
Manufacturing uses	*	*	*	*	*	*	P
Service industrial uses	*	*	*	*	*	*	P
Parking facilities	P	C	C	P	P	P	P
Public parks, playgrounds and related accessory structures 5,000 sq. ft. or less	P	P	P	P	P	P	P
Private parks and playgrounds and related accessory structures 5,000 sq. ft. or less	*	P	P	P	P	P	P
Recreation facilities including, but not limited to health facilities, lobby rooms, activity rooms, meeting rooms, pools, gymnasiums, ball fields, tennis or basketball courts, volleyball courts, and any building or lot or play surfaces designed for	P	P	P	P	P	P	P
Pedestrian and bicycle trails	P	P	P	P	P	P	P
Private horse stables	*	C	*	*	*	*	*
Entry & Monumentation	P	C	C	C	C	C	C
Open Space & Parks	P	P	P	P	P	P	P
Scientific, environmental, or interpretive educational uses	C	*	*	*	*	*	*

P: permitted uses
C: conditional uses
*: use prohibited

Bulk and Density Standards

Purpose and Intent: The purpose of the bulk density is to indicate the requirements for building location and height in both residential and non-residential developments. Also included are regulations indicating the lot area, setbacks and fence heights.

Zoning Requirements	OS/P	SF-1	SF-2	MF-1	MF-2	MU-1	MU-2
Minimum lot area	n/a	8,000 sq. ft.	4,000 sq. ft.	2,200 sq. ft.	2,200 sq. ft.	n/a	n/a
Minimum lot area per dwelling unit	n/a	8,000 sq. ft.	4,000 sq. ft.	2,200 sq. ft.	1,600 sq. ft.	n/a	n/a
Minimum lot frontage	n/a	none	none	none	none	none	none
Maximum floor area/lot ratio	n/a	n/a	n/a	n/a	n/a	0.6:1	0.6:1
Maximum principal building height	35'	35'	35'	35'	40'	40'	40'
Maximum accessory building height	20'	20'	20'	20'	20'	25'	25'
Minimum front yard setback	n/a	25'	18'	18'	18'	15'	15'
Minimum front yard setback with side on garage	n/a	15'	10'	10'	10'	n/a	n/a
Minimum side yard setback	n/a	5'	5'	0'	0'	5'	5'
Minimum distance between buildings, not including architectural projections of up to 2 feet	n/a	16'	10'	10'	10'	10'	10'
Minimum side yard setback adjacent to Castle Valley Blvd	n/a	25'	20'	20'	20'	20'	20'
Minimum side yard setback adjacent to collector street	n/a	15'	15'	15'	15'	15'	15'
Minimum rear yard setback	n/a	20'	10'	10'	10'	10'	10'

Zoning Requirements	OS/P	SF-1	SF-2	MF-1	MF-2	MU-1	MU-2
Maximum front yard fence height, (fencing facing and visible from street, or located closer than 6 feet behind the front of the principal structure towards the street.	n/a	40'	42'	42'	42'	n/a	n/a
Maximum side yard fence height	n/a	72"	72"	72"	72"	n/a	n/a
Maximum rear yard fence height	n/a	72"	72"	72"	72"	n/a	n/a
Maximum rear and side yard fence height adjacent to public road (ft.)	n/a	60'	60'	60'	60'	n/a	n/a
Minimum setback, rear and side yard fence adjacent to public road (ft.)	n/a	15'	10'	10'	10'	n/a	n/a

A new section 13-22-090 is enacted as follows:

13-22-090 Temporary Uses

Temporary uses shall be allowed within the Castle Valley Ranch PUD as necessary or incidental to the construction and sale of planned lots, homes, commercial structures and development of the PUD. Such temporary uses may include business offices, storage areas, construction yards and equipment and trailers, signs, model homes and units, sales offices and management offices, and parking facilities and lighting facilities related to it. Such uses shall be discontinued when improvements on all the developed, planned, or authorized lots within the PUD have been completed. Temporary storage areas and construction yards shall be considered conditional uses.

Section 13-22-130 is renumbered as Section 13-22-100.

Section 13-22-140 is repealed.

Section 13-22-150 is renumbered as Section 13-22-110.

Section 13-22-160 is renumbered as Section 13-22-120.

Section 13-22-170 is renumbered as Section 13-22-130.

Section 13-22-180 is renumbered as Section 13-22-140.

4. **Approval of the Agreement.** As a condition of approval of the PUD Master Plan, the Town and the Applicant shall enter into the Agreement. The Agreement is hereby approved by the Town Council, and the Mayor and Town Clerk are authorized to execute the Agreement on behalf of the Town.

5. **Conditions.** In addition to meeting all requirements in the Town Code and complying with the Agreement, the Applicant shall comply with all of the following conditions:

A. **ENGINEERING STUDIES.** The Applicant shall submit with each application for a PUD Development Plan after the currently pending application for Filing No. 7, which is being considered of even date with this Ordinance, an updated engineering study prepared by a licensed professional engineer. The updated study shall assess, on a site-specific basis for each filing, the assumptions underlying the master plan engineering report included in the Submittal at Tab 7. If any of these assumptions needs to be modified, or if changes in existing infrastructure or future planned infrastructure will be required, then the study shall include detailed plans and specifications for all such changes. The Applicant shall be solely responsible for the costs of the studies and any engineering changes.

B. **OWNERSHIP.** Before the Mayor and Town Clerk execute the Agreement, the Applicant shall submit proof satisfactory to the Town Attorney that the owners of the Property are correctly identified in this Ordinance and the Agreement. If the property owners are not correctly identified in any of the relevant documents, then at the discretion of the Town Attorney and subject to the consent of the Applicant, this Ordinance, the Agreement, and related documents may be modified to substitute the name(s) of the correct owner(s).

6. **Recording.** The Town Clerk is directed to record a certified copy of this Ordinance and the Agreement in the real estate records of Garfield County, Colorado.

7. **Vested Rights.** The Applicant is hereby granted vested property rights within the meaning of Ordinance No. 99-30 upon and subject to the terms and conditions set forth in Section 12(c) of the Agreement. In light of the hearing before the Planning Commission on June 28, 2000, the Town Council hereby waives a further public hearing requirement as a condition of vested rights.

INTRODUCED on February 19, 2002, at which time copies were available to the Council and to those persons in attendance at the meeting, read by title, passed on first reading, and ordered published in full and posted in at least two public places within the town as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the Town of New Castle, Colorado, on March 5, 2002, read by title and number, passed with amendment, approved, and ordered published as required by the Charter.

TOWN OF NEW CASTLE, COLORADO
By: Bill Wentzel
Bill Wentzel, Mayor
ATTEST: Lisa Cain
Lisa Cain, Town Clerk

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SECOND AMENDED CASTLE VALLEY RANCH ANNEXATION AGREEMENT AND SITE SPECIFIC DEVELOPMENT PLAN AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of March, 2002 by and between the TOWN OF NEW CASTLE, COLORADO, a Colorado home rule municipality, TOWN OF NEW CASTLE, COLORADO, WATER AND SEWER ENTERPRISE (hereinafter individually or collectively referred to as the "Town"); WILLIAMS FAMILY INVESTMENT CO., RLLP (the "LLP"), and LAND DISCOVERY, INC. ("LDI" or "Developer"), (the LLP and LDI are hereinafter sometimes collectively referred to as "Landowner").

WITNESSETH:

WHEREAS, Eric C. Williams ("Williams") formerly owned all that real property presently known as the Castle Valley Ranch PUD within the Town of New Castle, Colorado, which property is more particularly described on Exhibit A attached hereto (the "Property" or the "PUD"); and

WHEREAS, Williams has sold and conveyed portions of the PUD to LDI, the LLP and to individual lot purchasers, and the LLP and LDI either individually or collectively now own the remaining unplatted portions of the PUD; and

WHEREAS, Williams or LDI (or both) and the Town have previously entered into the following agreements concerning the Property:

- Agreement dated August, 1981 ("First Water Service Agreement");
- Castle Valley Ranch Annexation Agreement recorded with the Garfield County Clerk and Recorder in Book 632 at Page 542 as Reception No. 344589 ("First Annexation Agreement");
- First Amendment to Castle Valley Ranch Annexation Agreement recorded in Book 662 at Page 243 as Reception No. 358425 ("First Amendment");
- Amended Castle Valley Ranch Annexation Agreement recorded in Book 735 at Page 28 as Reception No. 401812 ("1989 Annexation Agreement");
- Road, Water and Sewer Infrastructure and Tap Purchase Agreement recorded in Book 1133 at Page 632 as Reception No. 546810 ("Infrastructure Agreement");
- Various subdivision improvements agreements ("SIAs") relating to the "Existing Filings" within the PUD, including but not limited to Filings 1, 2, 3, 4, 5, and 6, and as defined below in Paragraph 12(e);
- Donation Agreement dated February 5, 2002;

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WHEREAS, the Landowner is Williams' successor in interest with respect to the PUD and is subject to the foregoing agreements;

WHEREAS, at the time Williams and the Town entered into the 1989 Annexation Agreement, the parties contemplated that the PUD would be developed to include approximately 2,500 dwelling units;

WHEREAS, Landowner now proposes down-sizing the PUD to a total density of no more than 1,400 dwelling units and 100,000 square feet of commercial space;

WHEREAS, Williams (as the owner of that portion of the Property now owned by the LLP) and LDI, by and through their agent CVR Development, LLC, has submitted an application dated May 1, 2000, for approval of an Updated PUD Master Plan for Castle Valley Ranch (the "Updated PUD Master Plan");

WHEREAS, the parties desire to amend the 1989 Annexation Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals Incorporated by Reference. The foregoing recitals are incorporated herein as representations and acknowledgments of the parties.

2. Definitions.

"Existing Filings" means the presently platted portions of the Property as defined below in Paragraph 12(a).

"New Filing(s)" means one or more areas of the PUD presently outside the Existing Filings to be platted in the future.

"Lot" or "lot" means a parcel subdivided for residential or commercial use as shown on a recorded final plat of a portion of the Property. "Lot" or "lot" may also mean an individual residential dwelling unit (whether single family, duplex, townhome, condominium, apartment or other) within an approved multi-family or commercial development as shown on a recorded final plat of a portion of the Property.

The "Decree" means the Findings of Fact, Conclusions of Law, and Judgment and Decree of the District Court, Water Division No. 5, Case No. 87CW373, dated August 22, 1991.

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by and provide a benefit to the Town's community as a whole and to replace any improvements that become damaged. Those portions are identified in green as "Town of New Castle" areas on the map of CVR attached hereto as Exhibit B. In the event the Town fails to perform its maintenance responsibilities, LDI is hereby granted a license to enter upon the Town of New Castle areas designated on Exhibit B in order to undertake and complete the Town's maintenance responsibilities. Prior to undertaking any of the Town's maintenance responsibilities as defined in this provision, LDI shall give fifteen (15) days written notice to the Town of its intent to undertake and complete such maintenance if not undertaken and completed by the Town within the fifteen (15) days.

If LDI undertakes and completes any of the Town's maintenance responsibilities, LDI may charge the Town its actual, reasonable out-of-pocket costs incurred. Any obligations of the Town to pay said maintenance costs are subject to the Town's annual appropriation and budgeting. The Town shall have the right to inspect LDI's records with respect to the costs upon reasonable request.

II. LDI Maintenance Responsibilities. LDI agrees to maintain those portions of the Dedicated Public Open Space which provide a benefit to local neighborhoods of CVR. Those portions are designated in blue and brown as "HOA" and "Townhome HOA" areas on Exhibit B. LDI may assign its maintenance responsibilities under this Agreement to its successor(s) or to one or more of the Owners Associations of the PUD.

III. Maintenance defined. For purposes of this Agreement, to "maintain" shall mean following the procedures for Maintenance of Open Space Within Castle Valley Ranch as defined in Exhibit C in reference to the different maintenance regimes depicted on Exhibit B.

IV. Effective Term. The provisions of this Subsection (c) shall be effective for a period of ten (10) years from the effective date of this Agreement.

V. Future Dedications. Upon every future dedication of parks, open space, and multi-use open space, the parties shall update the map attached as Exhibit B to allocate maintenance responsibilities for such dedicated lands. Exhibit C may also be updated as needed to maintain the PUD at a level that is generally acceptable for master planned communities selling new homes, upon mutual agreement of the parties. A current copy of the most recently updated map and maintenance procedures shall be kept available for public inspection at the New Castle Town Hall.

d. Raw Water Irrigation System. Developer intends to utilize a non-potable ("raw") water irrigation system to provide irrigation water for open space and potentially other uses within portions of the PUD. Prior to the construction after the effective date of this Agreement of any new raw water irrigation system that is to be dedicated to the Town, or that is permanently to serve land within the PUD dedicated to the Town ("Public Raw Water System"), LDI shall submit plans and specifications for the design and construction of the system and any related improvements, including but not limited to drainage improvements, which plans and specifications shall be subject to review and approval by the Town Engineer. Any Public Raw Water System shall be treated as a "public improvement" within the meaning of Chapter 14-12 of the New Castle Municipal Code, and the Town and the Developer shall enter into an agreement and performance guarantee arrangements consistent with said Chapter. For Public Raw Water Systems that have already been constructed and installed as of the effective date of this Agreement, LDI shall, within 120 days after the effective date of this Agreement, submit as-built drawings and any other information necessary for the operation and maintenance of such system to the Town Engineer. If the system is approved by the Town Engineer, such approval not to be unreasonably withheld, then Developer shall dedicate the existing Public Raw Water Systems to the Town, and the Town shall accept such existing facilities. If the system is not approved by the Town Engineer, then the Town Engineer shall identify the deficiencies in the system, and LDI shall have the right, but not the obligation, to correct the deficiencies, and if the deficiencies are cured to the satisfaction of the Town Engineer, which shall not be unreasonably withheld, then the Town will accept the system. Maintenance of any raw water irrigation system accepted by the Town shall be in accordance with Subparagraph (c), above.

e. Donation Agreement Unaffected. Nothing in this Agreement modifies the Donation Agreement.

B. Water Rights. The parties acknowledge that the Decree provides that the Decree will control in the event of any conflict between it and the 1989 Annexation Agreement. LDI and the Town agree that, as between themselves, the provisions of this Section shall control in the event of inconsistency with the Decree, and that the Town and LDI will each cooperate and act on that basis in the event of any opposition from other water right holders based upon the language of the Decree. All water rights to be dedicated to the Town pursuant to the Decree and this Agreement shall be conveyed to the Town by special warranty deed.

2. Dedication and Dry-Up for Existing Filings. Prior to or concurrently with the signing of this Agreement, LDI has dedicated to the Town all water rights required by the Decree associated with the uses shown on Exhibit D for the Existing Filings. Prior to the effective date of this Agreement, LDI has dried up acreage for residential development in the PUD as specified in Exhibit D in compliance with

the Decree. Except as discussed below in subsection (b), Exhibit D accurately reflects the currently-planned uses within the Existing Filings. The Town shall be responsible, at the Town's expense, for the Existing Filings: (A) to provide a legal supply of all potable water; (B) to provide a legal raw water supply to the extent that water rights have been dedicated; (C) for all reporting required by the Decree; and (D) for any additional water required to be provided under the terms of the Decree. To the extent that the uses within the Existing Filings are expanded beyond the number of lots or irrigated acreage shown on Exhibit D, then LDI shall dedicate additional water rights on the same basis as the requirements for New Filings pursuant to this Agreement.

- b. School Parcel. If the existing facilities on the School Parcel are expanded or added to such that additional water deliveries to a school site are required, prior to the time of the recording of the final plat for the New Filing or planning area which contains the 1,120⁺ lot in the PUD or such earlier date as the School District is no longer able to develop the School Parcel, additional water rights shall be dedicated by LDI in the Town consistent with the provisions of this Section; provided, that all water rights dedicated for irrigation of areas of the School Parcel will be dedicated at the rate for automatic sprinkling systems specified in subsection 10 of the "Table of Equivalent Units" contained in Exhibit D to the Decree (0.4 EQR for each 6,000 square feet of irrigated area).

- c. Dedication for New Filings. On or before recording of a final plat for all or a portion of each of the New Filings that authorizes construction on individual lots (or within blocks of a multifamily development requiring future planning to identify individual units), LDI shall dedicate water rights to the Town for development of the platted portion of each of the New Filings in accordance with this subsection (c).

- i. LDI will be charged (for water rights dedication purposes only but not for purposes of calculating tap fees or water service fees) for each residential dwelling unit in the New Filings a total of 1 EQR. If irrigation is by potable water and 0.25 EQR. If irrigation is by raw water irrigation, so long as the average lot size for the New Filing or planning area which is being planned and for which the water dedication is being made does not exceed 9,000 square feet per residential dwelling unit. For purposes of this calculation, a multi-family residential development (whether one or more buildings) on a single legal parcel would be considered to be equal to the same number of "lots" as the number of residential dwelling units in the development. For example, a condominium consisting of four residential dwelling units on a single 20,000 square foot legal parcel would be counted as four lots each containing 5,000 square feet.

- ii. If the calculation described in paragraph (i) above results in an average lot size in excess of 9,000 square feet per lot, then LDI will make a supplemental water dedication to the Town at the same time as the dedication under paragraph (i). The supplemental water dedication shall be calculated by multiplying (A) the number of square feet by which the average lot size exceeds 9,000 square feet, by (B) the number of residential dwelling units in the New Filing or planning area, and by (C) 65%.

$$(\text{Average lot size} - 9,000 \text{ s.f.}) \times (\text{total lots}) \times (0.65)$$

For the product of that calculation, .4EQR will be dedicated for each 6,000 square feet, rounded to the nearest .1EQR. This calculation may be illustrated as follows (assume a New Filing with 10 units with an average lot size of 10,600 square feet each):

$$\begin{aligned} \text{Example: } & (10,600 \text{ sf} - 9,000 \text{ sf}) \times 10 \times 0.65 = 10,400 \\ & 10,400 \div 6,000 = 1.73 \times .4 (\text{EQR}) = .69 (\text{EQR}) \end{aligned}$$

and rounding to the nearest .1 EQR would require a supplemental water dedication under this example of .7 EQR for this New Filing.

- iii. For raw water irrigation areas served by a public raw water irrigation system, LDI shall dedicate water rights to the Town: (1) on an acre-per-acre basis for those areas irrigated by flood irrigation, and (2) at the rate of 0.4 EQR for each 6,000 square feet irrigated by automatic sprinkling system. Dedication of water rights under this provision shall not obligate the Town to accept any raw water irrigation system as a public raw water irrigation system.

- iv. LDI will dedicate water to the Town for the New Filings for uses other than residential dwelling units in accordance with the "Table of Equivalent Units" contained in subsection 8(c) of Exhibit D to the Decree.

- v. Upon LDI's making the water dedications required by paragraphs (i), (ii), (iii) and (iv) above, the parties agree that, as between the Town and LDI, LDI shall be deemed to have met its requirements under the Decree. Further, the Town shall become responsible, for that New Filing or planning area, at the Town's expense: (A) to provide a legal supply of all potable water for that New Filing or planning area; (B) to provide a legal raw water supply to the extent that water rights have been dedicated pursuant to paragraph (iii); (C) for all reporting required by the Decree; and (D) for any additional water required to be provided under the terms of the Decree. The Town shall be under no obligation to provide a physical potable or raw water supply until the Town has formally accepted the

necessary public improvements pursuant to the terms of a subdivision improvement agreement approved in connection with the specific New Filing or planning area, such acceptance not to be unreasonably withheld.

- v. The obligation of the Town and LDI to be bound by the terms and conditions of this subsection (c) is conditioned upon the average lot size for all residential dwelling units within all of the New Filings not exceeding 3.18 acres. This determination shall be made at the time of the recording of the final plat for the New Filing or planning area which contains the 1.120⁺ lot in the PUD and shall include all of the lots on that plat. For purposes of this calculation, each residential dwelling unit shall constitute a lot.

- d. **Developer's Right to Increase EOR Designations.** Developer may, in its sole discretion, designate one or more lots within a New Filing to be treated as the equivalent of more than one residential unit for water dedication and use purposes. For example, such a designation might be appropriate for lots with unusually large yards or unusually large residential structures. In the event of such a designation, the water rights dedication requirements and tap fees shall be adjusted accordingly, and user fees and rights shall be adjusted in accordance with the unit fees paid as provided by Town ordinance. For example, if the designation for a lot is 3 EQR, then the water rights dedication for that lot will be 3 EQR and the water tap fee will be three times the water tap fee which would otherwise be payable for the lot. All EQRs attributable to an increased EQR designation under this subsection shall be counted toward the calculation of EQRs dedicated by LDI for the New Filing in which the lot is located for purposes of the calculations required by subsection (c) above. Whenever practical, the designation shall be reflected in a plat note. In no event shall LDI have the right to designate a residential lot to be treated as less than one residential dwelling unit.

- e. **Water Tap Fee Discount for Raw Water Irrigation.** For any residential unit for which raw water irrigation is utilized for outside use, LDI will be required to pay only seventy-five percent (75%) of the then current water tap fee for such unit. Paragraph 3(C) of the Infrastructure Agreement provides that if the combined water and sewer tap fee in the Town is less than \$4,500, then LDI shall be relieved of certain obligations to construct improvements or advance funds. That provision is hereby amended to create an exception for 25% water tap fee discounts for raw water irrigation. LDI agrees that the Town may pass an ordinance making the 25% raw water irrigation tap fee discount available to any or all tap purchasers within the Town who utilize raw water irrigation, and application of this discount shall not relieve LDI of any obligation to construct improvements or advance funds under the terms of the Infrastructure Agreement, even if application of the discount results in the combined tap fee rate dropping below \$4,500.

- f. **Temporary Reversionary Irrigation.** LDI reserves the right to irrigate temporarily, using raw water irrigation and LDI water rights, areas of the PUD as required to meet the revegetation requirements of the Town associated with development of the Existing Filings and New Filings. LDI shall not be required to dedicate water rights to the Town because of such temporary irrigation; provided, however, that water rights utilized for such temporary irrigation shall not be considered available for dedication to support development until the temporary irrigation ends.

- g. **Alternative to Dump Back System.** If necessary to provide for development of the PUD in excess of 1,400 EQR, LDI shall have the right to pay a water rights dedication fee at the then-current rate charged by the Town (not to exceed the fair market value of equivalent water rights) in lieu of dedicating additional water rights and/or construction of the pump back system provided for under the Decree, and the Town will provide the necessary water and serve the units for which such fees are paid when the necessary infrastructure in the PUD is in place. LDI may not take advantage of this option so as to relieve itself of any obligation that it may otherwise have under this Agreement to dedicate up to 2.8 c.f.s. of the Correll Ditch Priority Number 11, but the parties acknowledge that some portion of the Correll Ditch Priority Number 11 may be dedicated to private uses within the PUD without violating this provision.

- h. **Ensure Water Court Filings.** Until LDI has satisfied all of its water right dedication obligations under this Agreement, neither party shall file an application with the Water Court seeking to change the water rights or the plan for augmentation described in Paragraphs 5, 6 or 7 of the Decree without the express written consent of the other party. Should the Town file an application with the Water Court seeking to change any other water right or plan for augmentation described in the Decree, then the Town shall give LDI actual written notice of such filing so that LDI may have the opportunity to file a timely statement of opposition if it so chooses. Further, if the Town files an application to change any of the water rights described in the Decree, then the Town agrees not to withhold approval of any development application submitted by LDI on the basis of such a change.

- i. **Other Provisions of Decree.** Subject to the terms and conditions of this Section concerning their agreements with each other, LDI and the Town agree to abide by all requirements, terms, and conditions set forth in the Decree, including but not limited to reporting requirements. Any reports shall be subject to review and approval by both the Town and LDI. The Town and LDI shall cooperate to provide any necessary information for this purpose.

- j. **The Town shall adopt a standard for what constitutes an acceptable "automatic sprinkling system"** based upon reasonable and generally-accepted engineering practices. The Developer and the Town Staff shall agree on the proposed standard

before submitting it to the Town Council for approval. Once the standard is adopted, it shall be utilized for purposes of this Agreement to determine, for any New Filing or planning area for which the plat is recorded after adoption by the Town of that standard, whether any irrigated area is equipped with an automatic sprinkling system. Until then, the parties agree to rely on the reasonable discretion of the Town Engineer to make this determination.

9. Water and Sewer Facilities. The parties agree that the Infrastructure Agreement adequately addresses this issue.

10. Access / Castle Valley Boulevard. The parties agree that the Infrastructure Agreement adequately addresses this issue, with one clarification. Confusion has arisen concerning the language of Section 5.A. of the Infrastructure Agreement. As of the effective date of this Agreement, LDI has constructed at its expense two (2) lanes of Castle Valley Boulevard throughout the entire length of the PUD to its previously existing terminus in Burning Mountain PUD, in addition to portions of the third and fourth lanes of Castle Valley Boulevard, as more particularly described in Section 5.A. of the Infrastructure Agreement. LDI and the Town agree that, despite anything to the contrary stated in the Infrastructure Agreement, LDI shall not be required to construct any portions of the third and fourth lanes beyond that which LDI has already constructed unless development in Castle Valley Ranch exceeds the total of 1,400 residential units, plus 100,000 square feet of interior commercial space, plus recreational, parks, and open space uses as approved by the Town in the revised Castle Valley Ranch Master Plan approved by the Town concurrently with its approval of this Agreement.

11. Fire District / Public Safety Site. Concerning Section 8 of the 1989 Amendment Agreement providing for dedication of a tract of land ("Public Safety Site") for a fire station, the following conditions shall apply to the dedication of the Public Safety Site:

- a. The Town and the Fire District shall notify LDI in writing that such a site would be immediately beneficial to the health, safety and welfare of the inhabitants of the Town of New Castle at such time as development within the PUD reasonably requires. Developer's obligation to dedicate the Public Safety Site shall terminate if such notice is not received by Developer on or before the time of the recording of the final plat for the New Filing or planning area which contains the 1,120th lot in the PUD; provided, however, this automatic termination provision shall not apply unless Developer gives the Town and the Fire District written notice of this impending deadline at least 90 days (but no more than 180 days) before it occurs.

- b. LDI, the Town and Fire District, each in its sole discretion, shall agree in writing upon suitable location and boundaries of the Public Safety Site.

- c. The architectural design for the proposed facilities and improvements to be constructed on the Public Safety Site shall be approved by LDI and the Town, approval of which shall not be unreasonably withheld.

- d. LDI shall be provided with a satisfactory irrevocable written commitment from the Town or Fire District for the construction of the improvements and facilities proposed to be constructed on the Public Safety Site, which provides for their completion within two years after conveyance of the Public Safety Site to the Town.

- e. LDI shall be satisfied in its reasonable discretion that the location and use of the Public Safety Site will not negatively impact the neighborhood of the Public Safety Site (for example, by the right to require prohibition against a siren or other noise making device to summon volunteer firefighters). The parties agree that police and ambulance services may also be permitted on the Public Safety Site if such uses do not preclude the primary use of the site as a fire station, subject to the same requirement that LDI shall be satisfied in its reasonable discretion that the proposed use will not negatively impact the neighborhood of the Public Safety Site (for example because of the noise associated with such uses).

- f. Except for any obligation to participate in the cost of infrastructure improvements as set forth in the Infrastructure Agreement, LDI shall not be required to pay any amount related to the Public Safety Site (including without limitation the location, design, construction, operation or maintenance of the improvements and facilities). LDI's sole obligation shall be to donate the Public Safety Site to the Town subject to the terms and conditions stated in this Agreement.

- g. LDI shall convey the Public Safety Site to the Town by a special warranty deed, free and clear of all liens and encumbrances, within 30 days after written notice from the Town of fulfillment of all of the conditions set forth above. LDI shall not be required to provide the Town with title insurance for LDI's title to the Public Safety Site, which may be obtained by the Town at its expense in its sole discretion.

12. Land Use:

- a. Existing Filings. As of the date of this Agreement, the "Existing Filings" within the PUD are as follows:

- i. Filing No. 1, Castle Valley Ranch, recorded with the Garfield County Clerk and Recorder as Reception No. 344746, as amended by further plats including without limitation the Amended Final Plat, Castle Valley Ranch, Portions of Filing No. 1, recorded as Reception No. 478084, the Block 12 plat recorded as Reception No. 354501, the Alder Ridge Townhomes plat recorded as Reception No. 506489, and the Final Plat of Castle Pine

Subdivision recorded as Reception No. 534949 (collectively "Filing No. 1").

- ii. Final Plat of Castle Valley Ranch, Filing #2, formerly known as Filing #1, Block #1, Lots 1-9, Block #2 - Lots 1&2, and Blocks #13, 14 & 15 recorded as Reception No. 409227 ("Filing No. 2"); and

- iii. Final Subdivision Plat and PUD Development Plan, Castle Valley Ranch, Filing No. 3, Blocks PA4 and PA5, recorded as Reception No. 546753 ("Filing No. 3"); and

- iv. Final Subdivision Plat, Castle Valley Ranch Filing No. 4, Block PA3, recorded as Reception No. 554505 ("Filing No. 4");

- v. Final Plat, Castle Valley Ranch Filing No. 5, Blocks PA6 and PA7, recorded as Reception No. 571729 ("Filing No. 5");

- vi. Final Plat, Castle Valley Ranch, PA21A and PA21B, Filing No. 6, recorded as Reception No. 572850 ("Filing No. 6").

- b. **Future Development.** Future development of the PUD shall be consistent with the Updated PUD Master Plan Map attached hereto as Exhibit E. The zone districts identified on the Updated PUD Master Plan Map are defined in the Updated Planned Unit Zoning Guide attached hereto as Exhibit F. The total density for the entire PUD shall not exceed 1,400 residential dwelling units, plus 100,000 square feet of commercial space.

Except for the Existing Filings, the School Parcel and the right-of-way for Castle Valley Boulevard, the boundaries for each zone district and New Filing and the location of main roadways and easements shall be general only. The precise boundaries and locations of all features depicted on the Updated PUD Master Plan Map shall be determined for each New Filing as the same is subdivided and a final plat thereof recorded; provided, however, no major deviations shall be allowed from the general boundaries shown on the Updated PUD Master Plan Map.

- c. **Vested Property Rights.** The parties agree and acknowledge that the 1989 Annexation Agreement effectively granted Williams vested property rights in the previous master plan zoning of the Property for a period of thirty (30) years from the date of final approval of the original PUD plat for this property, which occurred on July 11, 1983. Therefore, said vested rights would expire on July 11, 2013. In December, 1999, the Town adopted Ordinance 99-30, which enacted new procedures for the granting of vested property rights. In accordance with the "Alternative Submittal Procedures" set forth in Section 14-14-050(B) of said

Ordinance, the Town agrees to grant the Landowner vested property rights in the PUD Master Plan Map and the Updated Planned Unit Zoning Guide attached hereto as Exhibits E and F, respectively, which Map and Guide shall together comprise the "site specific development plan" described in Ordinance 99-30. Said vested rights shall expire on July 11, 2013. Any and all vested rights granted pursuant to the 1989 Annexation Agreement or by virtue of Ordinance No. 265, which approved the previous master plan zoning, are amended as necessary to be consistent with the terms of this Agreement and Ordinance 2002-2. Nothing herein shall affect any vested rights granted pursuant to any site specific development plan for any of the Existing Filings. The parties agree that the duly-noticed hearing on the application to amend the PUD Master Plan for the Property held before the New Castle Planning and Zoning Commission on June 28, 2000, constituted the public hearing required by law as a condition of granting vested property rights. This Agreement shall be the site specific development plan agreement required by Ordinance 99-30.

13. **Public Improvements.** To the extent that Developer intends to construct improvements not associated with any particular filing within the existing Castle Valley Boulevard right-of-way, such improvements shall be subject to prior administrative review and approval by the Town Staff, such approval not to be unreasonably withheld. By way of example and not limitation, improvements such as those Developer has previously made to portions of the existing Castle Valley Boulevard right-of-way will be permitted. This Section imposes no obligation on Developer, and the decision to provide such improvements shall be made by Developer in its sole discretion. Any such improvements shall be made in accordance with the Public Works Manual then in effect for the Town, shall be secured by a performance guarantee in a form and amount acceptable to the Town Engineer and the Town Attorney, and shall be constructed in accordance with an agreement similar in form to the subdivision improvements agreements used for the Existing Filings, which shall include provisions addressing procedures for inspection and acceptance of such improvements.

14. **Tan Fees and System Improvement Fees.** Except as expressly addressed herein, the parties agree that the Infrastructure Agreement adequately addresses this issue.

15. **Public Dedications.** All dedications of roadways, utility easements, and other public interests shall be subject to the same title commitment requirements as for dedication of public parks and open space as set forth above in Paragraph 7.

16. **Architectural Control Committee Approval.** The Town Building Department shall not issue a building permit for any external, visible new construction within the Castle Valley Ranch PUD unit and unless the permit applicant has submitted written proof that the plans associated with the proposed construction have been approved by the Castle Valley Ranch Architectural Control Committee ("ACC"). Further, the Building Department shall not issue a Certificate of Occupancy unit and unless the applicant submits written evidence that the

completed improvements covered by this Paragraph 16 have been approved by the ACC. However, with respect to Certificates of Occupancy only, if the ACC fails to respond to a written request by the applicant for approval of the completed improvements within five (5) business days after the ACC's receipt of such request, then the Town may issue the Certificate of Occupancy without ACC approval. The requirements of this Paragraph 16 may be waived by motion of the Town Council or by Developer with respect to any particular lot or lots.

17. **Modifications:** This Agreement shall not be amended, except by subsequent written agreement of the parties.

18. **Release of Liability:** It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Town of New Castle Code and Ordinances and the laws of the State of Colorado, and that Developer, when dealing with the Town, acts at its own risk as to any representation or undertaking by the Town officers or agents or their designees which is subsequently held unlawful by a court of law.

19. **Captions:** The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

20. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

21. **Invalid Provision:** If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then the remainder of this Agreement shall be interpreted to as fully as possible give force and effect to the intent of the parties as evidenced by the original terms and conditions of this Agreement, including the invalidated provision.

22. **Governing Law:** The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Garfield County, Colorado.

23. **Attorneys' Fees, Survival:** Subject to any limitations imposed by law, should this Agreement become the subject of litigation to resolve a claim of default in performance by either party, the prevailing party shall be entitled to attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys shall survive any termination of this Agreement.

24. **Authority:** Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

25. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

26. **Notice:** All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the third mail delivery day after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to Town:

Town of New Castle
P. O. Box 90
New Castle, CO 81647
Phone (970) 984-2311
FAX (970) 984-2312

With a copy to:

David H. McConaughy, Esq.
Leavenworth & Korp, P.C.
P. O. Drawer 2030
Glenwood Springs, CO 81602
Phone (970) 945-2261
FAX (970) 945-7336

Notice to Developer:

Land Discovery, Inc.
0981 County Road 245
New Castle, CO 81647

- and -

Cobblestone Communities
1101 Village Road, Suite LL3D
Canonville, CO 81623
Phone (970) 704-0878
FAX (970) 704-1502

With a copy to:

Richard H. Krohn, Esq.
Dufford, Waldeck, Milburn & Krohn, LLP
744 Horizon Court, Suite 300
Grand Junction, CO 81506

Notice to Landowner:

Williams Family Investment Co., RLLP

0981 County Road 245
New Castle, CO 81647

27. Gender. Whenever the context shall require, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

TOWN OF NEW CASTLE, COLORADO
By [Signature]
Mayor
TOWN OF NEW CASTLE, COLORADO
By [Signature]
Town Clerk

TOWN OF NEW CASTLE, COLORADO, WATER
AND SEWER ENTERPRISE
By [Signature]
Chairman

Attest:
[Signature]
Secretary

LAND DISCOVERY, INC.
By [Signature]
Eric C. Williams, President

WILLIAMS FAMILY INVESTMENT CO., RLLP
By [Signature]
Eric C. Williams, General Partner

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

Acknowledged before me this 1 day of April, 2002, by Bill Wentzel as Mayor and Lisa Cain as Town Clerk on behalf of the Town of New Castle, Colorado.

WITNESS my hand and official seal, My Commission expires: 11/2/2002
STATE OF COLORADO)
COUNTY OF GARFIELD) ss.
[Signature]
Notary Public (SEAL)

Acknowledged before me this 1 day of April, 2002, by Bill Wentzel as Chairman and Lisa Cain as Secretary on behalf of the Town of New Castle, Colorado, Water and Sewer Enterprise.

WITNESS my hand and official seal, My Commission expires: 11/2/2002
STATE OF COLORADO)
COUNTY OF GARFIELD) ss.
[Signature]
Notary Public (SEAL)

Acknowledged before me this 1st day of April, 2002, by Eric C. Williams as President of Land Discovery, Inc. and as General Partner of Williams Family Investment Co., RLLP.

WITNESS my hand and official seal, My Commission expires: 2-23-2005
[Signature]
Notary Public (SEAL)

NEW CASTLE TOWN COUNCIL REGULAR MEETING
February 19, 2002

The Town Council of the Town of New Castle, County of Garfield, State of Colorado convened into regular session in the Town Hall on February 19, 2002 at 7:04 PM.

Mayor Bill Wentzel presided.

Councilors Present: Cissy Artaz
Pam Bunn
Bob Gordon

Councilors Absent: Duane Gwetter
Frank Melody

Staff Present: Mike Blair, Town Planner (until 10:24 PM)
Lisa Cain, Town Clerk (until 10:24 PM)
Anna Henberg, Special Town Attorney
David McConaughy, Special Town Attorney
Steve Rippey, Town Administrator
Jeff Simonson, Town Engineer (from 8:17 PM until 10:24 PM)

APPROVAL OF MINUTES
February 5, 2002 Minutes, 7:05 PM

Council corrected the minutes of its February 5, 2002 meeting. Motion - approve minutes of meeting of February 5, 2002 as corrected (Bunn/Artaz). After voice vote, motion carried.

CONFLICTS OF INTEREST

No Councilors reported conflicts of interest with respect to items on tonight's agenda.

RECOGNITION OF ACHIEVEMENTS

Harry Mussell, 7:11 PM
Mr. Harry Mussell was present at Council's invitation. Mayor Wentzel noted that Mr. Mussell, a longtime member of the New Castle community and the Roaring Fork Valley, has been a member of the Glenwood Springs Rotary Club for many years. His fellow Rotarians recently informed the town that he would be taking a less active role in their service organization. Mayor Wentzel pointed out that Mr. Mussell has attended Rotary Club meetings every week for 31 years. The Town Council recognized Mr. Mussell's contribution of numerous hours of community service through the Rotary Club, the Colorado Mountain College Retired Senior Volunteer Program, and other programs, and proclaimed March 1, 2002 as Harry W. Mussell Day.

Town Clerk Lisa Cain, 7:13 PM

Mayor Wentzel announced that Town Clerk Lisa Cain had recently earned the designation of Certified Municipal Clerk ("CMC") from the International Institute of Municipal Clerks, as a result of Ms. Cain's completion of education requirements and her service to the community, Town government and the state. Town Council congratulated Ms. Cain for achievement of the CMC designation.

New Castle Town Council
Regular Meeting
February 19, 2002
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ACTION ITEMS

2nd Amended Annexation A agreement/PUD Master Plan Revision - Castle Valley Ranch PUD, 7:17 PM
Applicant: CVR Development, LLC
Location: Castle Valley Ranch PUD

Applicant's presentation (by Mr. Steve Craven):
About 4 1/2 years ago, the Town made it clear to the major developers in town that it was running out of infrastructure capacity to serve future developments. He and Mr. Eric Williams, developers of Castle Valley Ranch PUD, reviewed the master plan created in 1983 for the development. That plan was based on the oil shale industry developing in Garfield County and generating the need for high-density housing. His review with Mr. Williams of the 1983 master plan caused them to conclude that the plan neither made sense physically nor met today's market. From a physical sense, the constraints of the zone text would not let them build the number of units for which the property was zoned, and the topography of the site would not allow them to build roads that would meet Town regulations. From a market perspective, they decided they did not want to build housing units with the density allowed by the 1983 plan; they wanted the density to be less. Therefore, they proposed an updated master plan.

The updated plan proposes to downzone the development from 2500 allowed housing units to 1400 units. It strives to provide units and connectivity among open spaces. It creates a core within the project, where there formerly was none.

At the same time that they were updating the master plan, he and Mr. Williams worked with Town Engineer Jeff Simonson on Town-wide infrastructure issues. The result was the 20-year infrastructure plan adopted by the Town in 1999.

The updated master plan creates a commercial core, 1 large active park, 1 smaller active park, and buffers between all planning areas in which to run trails. The trails will run throughout the community, to BLM, along Castle Valley Boulevard to City Market and other commercial areas at Highway 6&24/Castle Valley Boulevard, to the Correll section of town, and to Mt. Medaris.

The plan zones the undeveloped property within the project as Residential, Mixed Use 1 (lower intensity mixed use), and Mixed Use 2 (higher intensity mixed use). The Mixed Use 1 areas are in the commercial core, where manufacturing uses (not allowed under Mixed Use 1, but allowed under Mixed Use 2) would not work. The Mixed Use 2 areas are in outlying areas of the project, where they could work if properly done. Residential uses could be mixed with commercial uses in the Mixed Use areas as well.

There are 4 types of residential uses allowed under the new plan: Single Family 1 (smaller lots), Single Family 2 (larger lots), Multi-Family 1 (less intense, such as the triplexes now existing in Planning Area 21A), and Multi-Family 2 (more intense, allowing projects similar to the Suburb West development). To have a residential use within a Mixed Use area, the use has to follow one or more of the sets of criteria established for the 4 types of residential uses.

At the east entry to the development, they envision garden offices, mini-storage, incubator office space (office space in front, warehouse in back), and offices for the many contractors who live in the New Castle area but have no place to have an office in New Castle.

Although the new plan has not been approved, everything developed in Castle Valley Ranch starting with Filings 3, 4 and 5 in the northern part of the development, to Filing 6 south of the school, generally conforms to the new plan and the zoning text.

They are trying to create a destination community for primary homebuyers, not a place where people live because they cannot afford to live closer to the resort areas.

Staff recommendations:

Special Town Attorney David McConaughy said Ordinance 2002-2 would approve the new master plan map, new zone district text, and an amendment to the current annexation agreement governing development of the PUD.

The new zone district text replaces the 1983 text that allowed 10 different zone districts (without affecting Filings 1 through 6). The text submitted for Council's review tonight is a revision of the text reviewed by the Planning and Zoning Commission in June 2000. It has been revised to meet conditions of approval imposed by the Commission at that time. Revisions include changing some permitted uses to conditional uses, as recommended by Town Planner Mike Blair.

Mr. Blair commented that the new plan seems workable, based on the recent filings in Castle Valley Ranch. He said staff would need to be creative to find a way to depict both the old zoning and the new zoning on the Town zoning map. He recommended strongly that the Town recognize that the new plan needs to be flexible, to accommodate new ideas by both the Town and the developer.

Mr. McConaughy said there would be improvements to the approval documents between 1st and 2nd readings, including items related to Mr. Blair's comments. He anticipated adopting zone district text specific to each new filing at the time of approval of the new filing. Mr. Caven noted that the Annexation Agreement provides that boundaries can shift as needed.

Mayor Wentzel said the master plan is a guide. Council realized about 4 years ago that the existing zoning was giving the Town no insight as to where the Town was going with this development. Every time a new filing was proposed, the Town did not know how the filing would fit into the grand scheme of things. The developers, Town staff, and Council have worked hard toward providing a guide to give Council a good idea of what Castle Valley Ranch is going to be like when it has been built out.

Mr. McConaughy reviewed the following key provisions of the Second Amended Castle Valley Ranch Annexation Agreement and Site Specific Development Plan Agreement, which Ordinance 2002-2 would approve:

- Paragraph 3 - Purpose: Effect on Prior Agreements. The agreement is an annexation agreement. It is the voluntary, contractual basis on which Castle Valley Ranch was made part of the Town. The agreement under Council's consideration amends the original "deal" with Castle Valley Ranch. Mr. McConaughy originally hoped to wipe out all previous agreements.

but there were so many agreements and documents that cross-reference each other, he could not do this. The 2nd Amended Annexation Agreement does replace the original 1983 annexation agreement. The 1989 Amended Annexation Agreement remains in effect but is modified. The Infrastructure Agreement also remains in effect.

- Paragraph 4 - Fees. The Developer agrees to pay for Town Staff time and the Recreational Facilities Development fee. The developer has requested that the Town's vendors and consultants bill the Town between 1st and 2nd reading for all amounts for which they have not yet been paid, so they can make a fresh start following approval of the agreement.

- Paragraph 5 - Voluntary Agreement. The agreement is voluntary, which means it is to be viewed as a contract running with land. Therefore, if Mr. Williams should sell his property to another entity he controls or to another developer, the agreement would still control development of the property.

- Paragraph 6 - Schools. The conditions of dedication of the 30-acre school site are not affected.

- Paragraph 7 - Parks and Open Space. The only requirement for open space dedication is the 10% required by the Town Code. The zoning map effectively provides for much more open space than that.

Paragraph 7(b) says the developer's only obligation to fund construction of parks is through the Recreational Facilities Development Fee. Additionally, the Donation Agreement approved on February 5 provided a funding mechanism for park construction subject to certain conditions. That agreement is not affected by this agreement.

Paragraph 7(c) allocates maintenance responsibilities for open space areas between the Town and Castle Valley Ranch. Exhibit B is a map showing the entire PUD, with open space land divided between Town-maintained areas (green) and Developer-maintained areas (blue and brown). Each colored area is then further divided into one of several "maintenance regimes" that define what maintenance is required. The regimes are described on Exhibit C.

If the Town fails to perform maintenance in Town-maintained areas in accordance with the regimes, then the developer has a license to enter Town property and perform the maintenance after notice to Town and bill the Town for the cost. The agreement now says the developer can bill the Town for 75% of the cost; between 1st and 2nd reading, Mr. McConaughy is going to correct this provision to state that the developer can bill the Town for 100% of the cost.

The Town's obligation to pay these maintenance costs is subject to annual appropriation and budgeting, in accordance with TABOR.

These maintenance provisions are effective for 10 years. After 10 years, the Town might renew the provisions or determine a different way to deal with the open space areas. Exhibit B would be updated with each new filing in the development.

Paragraph 7(d) provides that raw water irrigation systems constructed in the future and proposed for dedication to the Town will be treated as "public improvements." Further, the Developer has

120 days from the effective date of the Agreement to submit information concerning the already-built raw water irrigation system so that Mr. Simonson can determine whether the Town should take over this system, there is no obligation that the Town accept the system for takeover. Mr. McConaughy is considering dealing with issues related to acceptance of the already-built raw water irrigation system in a separate agreement.

Paragraph 8 - Water Rights. This is the section that has taken the most work and negotiation. The problems were that the existing water rights decree in the Water Court assumed that there were going to be 2500 housing units in the development, and the decree never dealt with the issue of raw water irrigation. One issue was how to deal with the development now that it was going to have only 1400 housing units. It also happens that 1400 units is the trigger point obliging the developer to build a pump from the Colorado River to deal with seniority issues on the Red Rock Ditch. The answer proposed in the Agreement is simple. If Castle Valley Ranch uses all the Correll Ditch rights and is still able to continue development under the new zoning, then Castle Valley Ranch will be allowed to pay a water rights dedication fee at the then-current rate instead of dedicating more water rights. That fee is presently \$1,000 per EQR. The Town will then use the money to find its own solution to acquire more water rights.

The second issue relates to water management. Under the Decree, the Town and the Developer are required to check the water use assumptions. If people are using more water than predicted, then the Developer is required to dedicate more to the Town. There are 3 reasons why water use might be higher than predicted: (1) the math in the Decree is wrong; (2) the houses being built are larger and have larger yards than anticipated by the Decree; (3) customers are wasting water.

The Town is in a better position than the developer to reduce wasting of water. The Town recently amended its water rate structure in an effort to encourage conservation. This has had a significant positive effect. Similarly, the Castle Valley Ranch covenants provide that homeowners shall be liable for all costs associated with excess water use. However, by state statute the Town is prohibited from releasing individual utility records. Thus, if homeowners are over-watering and over-using water, the Developer has no way of identifying who, exactly, is violating the covenants. So, the agreement provides that the Town will deal with water conservation issues, and the developer will deal with the issues of bigger houses and bigger yards.

The Agreement proposes a creative formula to address this. The formula is based on the following assumptions. First, the average use in the existing development is 1 EQR. The average lot size in the existing development is 9,000 square feet. According to the Developer, the improvements on each lot result in an average of 3,000 square feet being covered (by the building footprint, driveway, sidewalk, etc.). Thus, the average area available to be irrigated is 6,000 square feet.

So, for any filing where the average lot size is 9,000 square feet or less, the water dedication requirement is 1 EQR per lot. Under the Town's EQR table as attached to the Decree, the water dedication requirement for 6,000 square feet is 0.4 EQR if the land is irrigated by automatic sprinklers. The formula next assumes that less than 100% of land over 9,000 square feet will

actually be irrigated. The "best guess" here is 65%. Thus, assuming that lots over 9,000 square feet will use more than 1 EQR, water would be dedicated at the rate of 0.4 EQR for each additional 6,000 square feet, multiplied by 65%.

Paragraph 8(d) provides that the Developer may, if it wishes, designate certain lots for greater dedication than others. For example, if the Developer wants to purchase three taps for one lot in order to allow that lot to use more water (e.g., trout stream, fountain, etc.), then three times the amount of water would be dedicated for that lot.

Paragraph 8(e) provides that lots with raw water irrigation will receive a 25 % discount on water taps because these lots will be less of a burden on the Town's water treatment plant.

Mayor Wentzel noted that the Town recently discounted tap fees by 20% for 2-bedroom multi-family units, because the irrigated lawns associated with such units tend to be smaller than the lawns associated with larger housing units, and there are economies of scale involved with delivering water to multi-family units. He said it does not seem right to discount the fees by 25% more for 2-bedroom multi-family units using raw water irrigation. Mr. McConaughy said the 20% discount for 2-bedroom multi-family units was not based so much on smaller irrigated lawns, but on the tendency for there to be fewer users in 2-bedroom units than in larger units. Mayor Wentzel said staff should revisit this issue between 1st and 2nd reading of the ordinance. Mr. Simonson said he tends to agree with Mayor Wentzel.

Paragraph 8(f) allows the developer to irrigate temporarily for revegetation purposes without dedicating water rights to the Town.

With respect to Paragraph 8(h) concerning future Water Court filings, Mr. McConaughy wants Council to authorize the Mayor to sign a confidentiality agreement so that the Town can discuss with the developer some of the issues that he raised in executive session about a month ago as to future Water Court strategies. He will discuss this further with Council.

Paragraph 8(g) requires the Town to adopt a standard for automatic sprinkler systems. The Town's EQR table provides ratings for areas irrigated by sprinkler systems, but the Public Works Manual does not define or set standards for such systems.

Paragraph 11 - Public Safety Site. This section adds more detail about how the 1/4 acre site for a fire station will be selected. Mr. McConaughy recommended that the Fire District be given the opportunity to comment on this provision. Councilor Artz said the Fire District would review the provision at its meeting tonight. Mr. McConaughy said the agreement clarifies that other public safety uses could be accommodated on the site as well.

Paragraph 12 - Land Use. This section addresses the downzoning from 2,500 units to 1,400 residential units and 100,000 square feet of commercial space. It provides that the vested rights of Eric Williams under the old agreement are amended accordingly. It also provides that the Planning Commission hearing sufficed to grant vested rights notwithstanding Ordinance 99-30, which would technically require another public hearing. That ordinance, however, was intended to apply to new grants of vested rights instead of amendments of existing rights. Mr.

McConaughy recommended Council waive the technical requirement of the ordinance for another public hearing. Council's consensus was to waive the requirement.

Discussion:

Mayor Wentzel noted that a draft of the 2nd Amended Annexation Agreement, without water rights issues, has been around for a couple of years for Council's review. He asked Mr. McConaughy to clarify Paragraph 8(b), regarding the school parcel, with respect to water rights. Mr. McConaughy said the paragraph indicates that the water being dedicated for the school parcel represents the existing usage.

Mayor Wentzel asked Mr. McConaughy to clarify Paragraph 10 regarding Castle Valley Boulevard. He said he understands that the developer has met its obligation for construction of the road. He asked what the last sentence of the paragraph meant. Mr. McConaughy said, in his opinion, the Infrastructure Agreement with the developer already says what the last sentence of Paragraph 10 says. However, the developer wanted this point reiterated in the 2nd Amended Annexation Agreement, and Mr. McConaughy did not have a problem with doing so.

Councilor Gordon noted that the developer envisioned incubator offices in the mixed use areas of the development, and he asked whether Mr. Craven had given thought to getting high-speed internet to serve the Town. Mr. Craven said this is an issue that he would like to work on with the Town, and right now, the way to get high-speed internet is via satellite, without greater efforts by Qwest Communications. Mr. Craven would like the Town to work with Castle Valley Ranch to look at the bigger picture of what the utility companies are and are not doing for the Town.

Mr. McConaughy asked Council to return to the issue he raised earlier about future Water Court strategies. Motion - authorize Mayor in his discretion to execute confidentiality agreement with Castle Valley Ranch to discuss matters of joint strategic concern relating to water rights (Gordon/Bunn). After voice vote, motion carried.

Motion - approve on 1st reading Ordinance No. 2002-2, approving with conditions an amendment to PUD Master Plan for Castle Valley Ranch PUD and approving 2nd Amended Castle Valley Ranch Annexation Agreement and Site Specific Development Plan Agreement (Wentzel/Gordon). Voting yes: Artz, Bunn, Gordon, and Wentzel. Voting no: none. Motion carried.

RECESS COUNCIL/CONVENE WATER & SEWER ENTERPRISE

2nd Amended Annexation Agreement/PUD Master Plan Revision - Castle Valley Ranch PUD, 8:46 PM

Staff recommendation (presented by Mr. McConaughy):
Because the 2nd Amended Castle Valley Ranch Annexation Agreement and Site Specific Development Plan Agreement addresses a number of issues relating to water rights and water taps, Mr. McConaughy recommended the Enterprise approve Ordinance 2002-E-1, approving the agreement.

Motion - approve on 1st reading Ordinance No. 2002-E-1, approving 2nd Amended Castle Valley Ranch Annexation Agreement and Site Specific Development Plan Agreement (Gordon/Bunn). Voting yes: Artz, Bunn, Gordon, and Wentzel. Voting no: none. Motion carried.

Tap Fees for Lots with Raw Water Irrigation Systems, 8:48 PM

Mr. McConaughy said the Castle Valley Ranch agreement provides for a 25% water tap fee discount for lots with raw water irrigation systems. Council has previously discussed whether this incentive for raw water should be applied Town-wide. Mr. McConaughy has not yet drafted an ordinance, and he requested more direction as to whether this is something the Town should pursue. He noted that applying the incentive town-wide would increase the legitimacy of applying it in Castle Valley Ranch, although he noted that there were unique circumstances in Castle Valley Ranch that justified applying the discount to that particular development immediately. These unique circumstances include the existing raw water system that has been functional for some time. However, there are a number of issues to consider, such as:

- what standards would apply to the construction of the systems, including how to ensure that they would be permanent and reliable
- whether they would be owned and maintained by the Town or an HOA
- how to enforce the prohibition against using potable water for irrigation, including fines and penalties
- water rights issues

Discussion:

Councilor Gordon said the Town was going to create standards for raw water irrigation systems as a result of the new annexation agreement with Castle Valley Ranch. It might be good to wait until the Town has established those standards before extending the incentive throughout the Town. He said such systems should be encouraged Town-wide.

Mayor Wentzel said the Town should encourage such systems throughout Town to reduce wear and tear on water treatment facilities. But the Town must establish standards for the systems.

Mr. McConaughy suggested the Council and the Enterprise work on raw water issues related to the new annexation agreement, and direct Town staff that if any developer or individual proposes to use raw water, staff should encourage them to pursue this route and apply for a similar tap fee discount, so as to treat all developers fairly.

ADJOURN WATER & SEWER ENTERPRISE/RECONVENE COUNCIL.

Recess, 8:53 - 9:00 PM

PUD/Subdivision Final Plan/Plan - Castle Valley Ranch PUD, Filing 7, PA22, 9:00 PM

Applicant: CVR Development, LLC

Location: South of Castle Valley Boulevard and West of South Wild Horse Drive

Applicant's presentation (by Mr. Craven): Filing 7 would develop about 31 acres west of the single-family homes in Planning Area 21 and south of the homes on Current Drive, with the following features:

- 89 single-family, entry-level homes, of similar size to those in Planning Areas 3 and 21B, but with new architectural styles. The level of planning for this site is greater than that of previous

1 sites in Castle Valley Ranch. For example, corner houses would have front elevations on both
2 frontages.
3 • The roads would be narrower and more curved than roads in other filings, to create more
4 intimacy and slow down traffic. The street sections were adapted from sections that have worked
5 in other municipalities over the last 5 to 10 years. The roads within the filing do not really take
6 the user anywhere except the filing, so the roads should not carry a lot of traffic. South Wild
7 Horse Drive would carry the most traffic. It has been designed for 1,000 to 3,000 cars per day,
8 but the developer estimates a maximum of 890 cars per day on the road. The side streets have
9 been designed for 500 to 1,000 cars per day, which 50 to 100 lots would generate, yet there are
10 far fewer lots than this proposed on the side streets.
11 • The developer has worked to reduce a view of a "sea of houses." There would be short spans
12 of houses along roads, and then breaks created by side streets and courts.
13 • There would be a hard trail along the back of some of the houses that would tie in to a sidewalk
14 and the skate park. There would be access to the trail coming off Mt. Medaris. In grading the
15 site, the developer interrupted an existing trail, and the developer will re-route and rebuild that
16 trail section to maintain the needed connection.
17 • The south end of the site would have small cul-de-sacs and courts. Each one would have guest
18 parking stalls and landscaping. These areas are designed to break up views of large sections of
19 asphalt. Mr. Craven noted that the lots around cul-de-sacs would "pinwheel" around the cul-de-
20 sacs, rather than "fan" around them, allowing houses to be turned in multiple directions around
21 a cul-de-sac, instead of all facing the center of the cul-de-sac.
22 • The landscaping would vary from native plant materials to more formal landscaping. Their belief
23 is that residents want to see more of a "ranch" look than manicured landscaping. The west entry
24 would have more formal landscaping, and the signage would mirror that of the east entry at the
25 school roundabout. Mr. Craven showed Council an illustration of the distances within buffer
26 areas along Castle Valley Boulevard and between this Planning Area and the homes along
27 Current Drive.
28
29 Councilor Gordon asked if detention ponds could be developed in the draw between the Planning
30 Area and the homes on Current Drive, to deal with additional runoff created by constructing roads
31 and houses in the Planning Area. Mr. Craven said they could not, because the draw contains
32 protected wetlands.
33
34 Staff recommendation:
35 Mr. Simonson commented that there were several technical issues that arose at the preliminary plat
36 phase of this project. The developer has addressed all of these issues.
37
38 Mayor Wentzel noted that there was extensive debate at that time about whether the street widths
39 proposed by the developer would be safe. The Planning & Zoning Commission reviewed
40 experiences of other municipalities that have allowed narrower streets similar to the ones proposed
41 by the developer. The Commission recommended Council allow the developer to try out the
42 proposal in this Planning Area. This is just a small portion of Castle Valley Ranch. If the narrower
43 streets are effective, the Town might allow narrower streets elsewhere. Mayor Wentzel noted that
44 there would be a 6-foot wide tree lawn serving as a buffer between the sidewalk and the street.

1 Councilor Arraz asked if on-street parking would be allowed. Mr. Craven said there would be a
2 substantial number of on-street parking spaces, and that parking spaces in the planning area far
3 exceeded the number required by Town ordinances. Mayor Wentzel said there would be different
4 parking regulations in different portions of the site. If it turns out that the streets are too narrow, this
5 could be mitigated in some areas by limiting parking on one side of the street. Councilor Arraz said
6 on-street parking, even on wide streets, causes problems. She asked if an ambulance could get
7 through if trucks were parked on both sides of the streets. Mr. Craven said the streets were designed
8 to accommodate a fire truck of substantial size, even with trucks parked on both sides of the streets.
9
10 Mr. McConaughy noted that Ordinance No. 2002-3 would approve a final plat and final PUD
11 development plan for Castle Valley Ranch PA22, Filing No. 7, along with a related Subdivision
12 Improvement Agreement ("SIA") for Phase 1 of Filing 7. Phase 1 would consist of 16 lots at the east
13 end of the filing. No lots in any subsequent phase could be sold until the Town approves an SIA for
14 that phase. The developer would record a plat for Phase 1, then record a separate plat for each
15 subsequent phase following approval of the SIA for that phase. Approval of the plats for subsequent
16 phases could be done at the staff level.
17
18 The SIA is, for the most part, identical to the SIA for Filing No. 6. The most significant change from
19 Filing No. 6 is to add a new provision (Paragraph 17) and a related exhibit (Exhibit D) providing for
20 the dedication of water rights to serve Filing 7. This is consistent with the Second Amended
21 Annexation Agreement. Exhibit D will be corrected before 2nd reading to reflect only the 16 lots in
22 Phase 1, not all 89 lots in the filing.
23
24 Mr. McConaughy said there is a reference in the SIA related to maintenance and landscaping of the
25 tree lawns. Since drafting the SIA, he and the developer have decided that this issue could be
26 overseen more effectively in the covenants for the filing, not the SIA.
27
28 The Planning and Zoning Commission recommending approval of the filing included a
29 condition about making sure that temporary irrigation systems would get connected to a Town water
30 supply upon sale of the lot. However, the purpose of these temporary systems would be to revegetate
31 cut slopes on certain lots; there would not be such a system on each lot, yet the SIA makes it sound
32 as if there would be. Mr. McConaughy will clarify this provision before 2nd reading.
33
34 Between 1st and 2nd reading, Mr. McConaughy wants to meet with Mr. Simonson, and refine the
35 procedures for acceptance of public improvements.
36
37 The SIA deals with a boundary line issue resulting from the Bureau of Land Management's moving
38 a survey pin related to the location of a section line. The issue affects a sewer easement belonging
39 to the Town. The SIA imposes a condition that the developer provide a title insurance policy as to
40 the sewer easement for \$150,000, instead of for \$20,000 (the usual amount the Town has required
41 for other filings). In addition, Mr. Williams will be required to dedicate the easement by General
42 Warranty Deed, instead of by Quit Claim Deed.
43
44 Mr. McConaughy reviewed the following key provisions of Ordinance No. 2002-3:
45 • Paragraph 2 - This defines the documents comprising the Plan for Filing 7. Before 2nd reading,
46

he plans to move this information to an exhibit, rather than include it in the body of the ordinance.

• Paragraphs 3 and 4 – These provide for signing the SIA in phases.

• Paragraph 5 – This requires the developer to convey water rights to the Town.

• Paragraph 6 – This paragraph provides for security for public improvements in the form of a Disbursement Agreement with the developer's bank.

• Paragraph 7 – South Wild Horse Drive and some utility easements cross over Filing 1's Block 12, which has already been platted for duplexes. Therefore, the developer will be required to execute an agreement for restrictive covenant, which states that Lots 6 through 12 of Block 12 will not be developed until a PUD Development Plan for those lots is approved by the Town. Pending that approval, the Town would agree that the currently approved density for those lots would be preserved.

• Paragraph 8 – This states the zoning for the filing.

• Paragraph 9 – This paragraph imposes several conditions of approval, including one in Paragraph 9(c) for changing construction plans regarding the width of the travel lanes on some of the roads. This condition has already been met, so it will be removed from the ordinance before 2nd reading.

Motion – approve on 1st reading Ordinance No. 2002-3, approving Final PUD Development Plan, Final Subdivision Plat, and Subdivision Improvement Agreement for Castle Valley Ranch, Filing No. 7, PA22 (Gordon/Bunn). Voting yes: Aranz, Bunn, Gordon, and Wentzel. Voting no: none. Motion carried.

COMMITTEE AND STAFF REPORTS

Special Town Attorney, 9:45 PM

Mr. McConaughy reported that he recently talked with the attorney for the New Castle Community Center Board. The Board wants to convey the property to the Town on 2 conditions: (1) that the Town help raise funds to replace the floor in the large meeting room before conveyance of the property; (2) that if the Town stops using the property for a community center, the property could revert to the Community Center Board.

Council discussed whether the reverter condition would be acceptable. Mayor Wentzel suggested Mr. McConaughy negotiate for inclusion of a provision that would allow the Town to use the property for other purposes, so long as the Town provides a community center elsewhere. Council's consensus was that Mr. McConaughy proceed with drafting an agreement with the Board.

Town Engineer, 9:52 PM

Mr. Simonson commented that, with respect to the new Castle Valley Ranch master plan, he was concerned about the Town's assuming responsibility for the raw water irrigation system. He said the Town needs to consider the cost of maintaining the extensive ditch system that is part of the irrigation system. Maintenance of the ditches and the rest of the system would require 1 or 2 additional staff members. The Town might need to consider imposing a monthly raw water system charge on customers using the system. State statutes also impose many liabilities and requirements with respect to such a system. Converting the ditches to pipes would cut down on maintenance

costs, but this may not be feasible. Mr. Simonson also expressed concern about taking over the existing system in Filing 1 without adequate as-built plans.

Mr. McConaughy noted that the Town is not obligated to take over the raw water system. Castle Valley Ranch will dedicate water rights sufficient to irrigate the open spaces, and the Town could run the water through its potable water system, instead of through the raw water system.

Extend Meeting, 10:00 PM

Motion – extend meeting past 10:00 p.m. (Wentzel/Gordon). After voice vote, motion carried.

Mr. Simonson reported that the bid deadline for the Maitivi Plaza phase of the Streetscape program would be February 22nd. The Town held a pre-bid meeting today, and 11 contractors attended. A couple of the contractors would like the bid deadline extended, and Mr. Simonson will need to check with the Colorado Department of Transportation to find out if this would be acceptable.

Town Planner, 10:04 PM

Mr. Blair noted that he submitted 2 written reports to Council: 1 about the Historic Preservation Commission, and 1 about Garfield County's efforts to develop communication tower regulations. Mayor Wentzel said he appreciated the written reports. He was impressed with the quality of the mission statement that the Historic Preservation Commission created.

Town Administrator, 10:06 PM

Town Administrator Steve Rippy gave Council a summary of the proposed Capital Improvements Program. He would like to add items to the summary at Council's next regular meeting.

Mr. Rippy presented a bid from the Kitchen Center for staff desks in the Council Chambers. The work station would replace the Town Clerk's existing work station, and possibly both folding tables currently used by him and the Town consultants. Mayor Wentzel said the Town budgeted for Town Hall capital improvements, but he was not sure what other improvements were planned. Mr. Rippy said several areas within the building need to be painted, and there are many improvements that could be made to make operations more efficient and make the building appear more professional. Motion – authorize expenditure of \$2,501.90 to construct cabinet work station for Town Clerk in Council Chambers (Wentzel/Gordon). After voice vote, motion carried.

Mr. Rippy presented a bid for a 1998 Chevrolet Silverado 1-ton truck, with 50,000 miles, for \$13,239. He said the 4 Maintenance Department workers often work in separate areas of Town. This summer, when Parks Maintenance Worker Tim Kearns will be hauling lawn care equipment as part of his duties, the department is going to need another truck. Motion – authorize expenditure of \$13,239 for 1998 Chevrolet Silverado truck (Gordon/Wentzel). After voice vote, motion carried.

Mr. Rippy said the New Castle Fitness Center owners have approached the Town about a fundraiser to upgrade facilities at Burning Mountain Park. He met with them and suggested they help the Town create a phasing plan for a comprehensive overhaul of the park. The Fitness Center representatives are going to make recommendations as to the type of playground equipment to include. Mr. Kearns has measured the park, the shelter, and other facilities; he is going to recommend tree locations and

tree types. West Canyon Tree Farm has volunteered to create a tree-planting plan. Mayor Wentzel suggested the Parks/Open Space/Trails Committee review the plan and incorporate it into the Town Parks Master Plan.

Executive Session, 10:24 PM

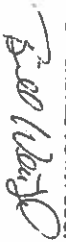
Motion - Council go into executive session for purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for future negotiations, and/or instructing negotiators, under Colorado Revised Statutes Section 24-6-402(4)(c) (Wentzel/Gordon). After voice vote, motion carried.

Out of Executive Session, 11:07 PM

Mayor Wentzel announced, "The time is now 11:07 PM, and the executive session has been concluded. The participants in the executive session were: Bill Wentzel, Bob Gordon, Pam Bunn, Cristy Artaz, Steve Rippey, David McConaughy, and Anna Ilenberg. For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record."

No concerns stated.

ADJOURNED AT 11:07 PM

NEW CASTLE TOWN COUNCIL

Bill Wentzel, Mayor



ATTEST: 
Lisa H. Cain, Town Clerk

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1 of 8 R 41.00 D 0.00 GARFIELD COUNTY CO

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is made at New Castle, Colorado, on March 7, 2006, by WILLIAMS FAMILY INVESTMENTS COMPANY, RLLP ("WFI"), a Colorado limited liability partnership and CTS INVESTMENTS, LLC ("CTS"), a Colorado limited liability company. WFI's address is 0981 County Road 245, New Castle, CO 81647. CTS's address is 104 Cardinal Lane, Glenwood Springs, CO 81601.

RECITALS

A. This Declaration of Restrictive Covenants is made concurrently with, and as additional material and valuable consideration for, the sale by Land Discovery, Inc. to CTS of certain real property ("Future Filings") located in Castle Valley Ranch Planned Unit Development ("CVR") in the Town of New Castle, Garfield County, Colorado. The legal description of the Future Filings is attached as Exhibit A and incorporated by this reference. WFI is retaining other undeveloped property ("PA1 and PA2") in CVR for future development. The legal description of PA1 and PA2 is attached as Exhibit B and incorporated by this reference.

B. Eric C. Williams ("Williams") and the Town of New Castle, Colorado ("Town"), are parties to that certain Amended Castle Valley Ranch Annexation Agreement recorded May 30, 1989 at Reception No. 401812 in Book 755 starting at page 38. Williams, the Town and others are parties to the Second Amended Castle Valley Ranch Annexation Agreement and Site Specific Development Plan Agreement recorded on April 26, 2002 at Reception No. 602245 in Book 1349 beginning at page 956 in the real estate records of Garfield County, Colorado. The Amended Annexation Agreement and Second Amended Annexation Agreement described above are referred to below collectively as the "Annexation Agreement."

C. The Annexation Agreement contains restrictions on the density of development in CVR and on the ability to serve development in CVR with the senior (Coryell) water rights described in the Annexation Agreement; violation of those provisions of the Annexation Agreement would cause irreparable harm to CTS and WFI.

D. CTS wishes to be assured that development of PA1 and PA2 will not limit or impair full development of the Future Filings purchased by CTS in accordance with the Annexation Agreement and other existing agreements concerning development of CVR. WFI is willing to provide such additional assurances to that effect by execution, delivery and recording of this Declaration of Restrictive Covenant. Concerning the first two sentences of this paragraph, the same is true with regard to development of the Future Filings by CTS and its impact on WFI.

FOR VALUABLE CONSIDERATION RECEIVED, the receipt and adequacy of which are acknowledged by execution of this instrument, WFI and CTS agree and covenant as follows:

TERMS

1. All of the above Recitals are true and correct and incorporated into the Terms of this Declaration of Restrictive Covenant.

2. WFI agrees and declares that, no development shall occur on any of PA1 and PA2, other than no more than 70 dwelling units plus 10,230 square feet of commercial building space, until the earliest of: (a) 30 years after the date of the recording of this Declaration of Restrictive Covenant in the real estate records of Garfield County, Colorado; or (b) final plats for all portions of the Future Filings have been granted final approval by the Town and recorded in the real estate records of Garfield County, Colorado; or (c) all of PA1 and PA2 are removed, at the sole expense of WFI, from CVR.

3. Only water, water rights, ditches and ditch rights owned or leased by the owner of PA1 and PA2 shall be used in development of PA1 and PA2 during the term of this Restrictive Covenant.

4. CTS agrees and declares that, no development shall occur on any of the Future Filings, other than no more than 513 dwelling units plus 89,770 square feet of commercial building space, until the earliest of: (a) 30 years after the date of the recording of this Declaration of Restrictive Covenant in the real estate records of Garfield County, Colorado; or (b) final plats for all portions of the PA1 and PA2 have been granted final approval by the Town and recorded in the real estate records of Garfield County, Colorado or (c) all of PA1 and PA2 are removed from CVR.

5. Only water, water rights, ditches and ditch rights owned or leased by the owner of the Future Filings shall be used in development of the Future Filings during the term of this Restrictive Covenant.

6. This Restrictive Covenant shall constitute a covenant running with the land which shall burden PA1 and PA2 and the Future Filings and shall bind and benefit WFI, CTS and all of their successors and assigns.

WILLIAMS FAMILY INVESTMENTS,
RLLP, a Colorado limited liability partnership

By 
Eric C. Williams, General Partner

CTS INVESTMENTS, LLC
a Colorado limited liability company
By: CTS Services, LLC, a Colorado
limited liability company,
Manager of CTS Investments,
LLC

By 
Steven E. Craven, President

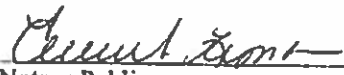
693698 03/09/2006 02:41P B1778 P733 M ALSDORF
3 of 8 R 41.00 D 0.00 GARFIELD COUNTY CO

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me the 7th day of March, 2006, by Eric C. Williams as General Partner of Williams Family Investments, RLLP, a Colorado limited liability partnership, and by Steven E. Craven as Manager of CTS Services, LLC, a Colorado limited liability company, Manager of CTS Investments, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: _____


Notary Public

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ELLEN M. LIPSCOMB
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Sept. 21, 2006

7
 Reception#: 721287
 04/17/2007 02:48:28 PM 8:1915 P:0960 Jean Alberico
 1 of 9 Rec Fee \$46.00 Doc Fee:0.00 GARFIELD COUNTY CO

DECLARATION AND ASSIGNMENT OF RESTRICTIVE COVENANTS

THIS DECLARATION AND ASSIGNMENT OF RESTRICTIVE COVENANTS is made at New Castle, Colorado, on April 16, 2007, by CTS INVESTMENTS, LLC ("CTS"), a Colorado limited liability company, and VILLAGE HOMES OF COLORADO, INC. ("Village"), a Colorado corporation. Village's address is 100 Inverness Terrace East, Suite 200, Englewood, CO 80112. CTS's address is 104 Cardinal Lane, Glenwood Springs, CO 81601.

RECITALS

A. This Declaration of Restrictive Covenants is made concurrently with, and as additional material and valuable consideration for, the sale by CTS to Village of certain real property (the "Takedown Property") located in Castle Valley Ranch Planned Unit Development ("CVR") in the Town of New Castle, Garfield County, Colorado. The legal description of the Takedown Property is attached as Exhibit A and incorporated by this reference. CTS is retaining ownership of other undeveloped property (the "Retained Property") in CVR for future development. The legal description of the Retained Property is attached as Exhibit B and incorporated by this reference. The Takedown Property and the Retained Property are together referred to in this Declaration as the "Property."

B. Eric C. Williams ("Williams") and the Town of New Castle, Colorado ("Town"), are parties to that certain Amended Castle Valley Ranch Annexation Agreement recorded May 30, 1989 at Reception No. 401812 in Book 755 starting at page 38. Williams, the Town and others are parties to the Second Amended Castle Valley Ranch Annexation Agreement and Site Specific Development Plan Agreement recorded on April 26, 2002 at Reception No. 602245 in Book 1349 beginning at page 956 in the real estate records of Garfield County, Colorado. The Amended Annexation Agreement and Second Amended Annexation Agreement described above are referred to below collectively as the "Annexation Agreement."

C. The Annexation Agreement contains restrictions on the density of development in CVR and on the ability to serve development in CVR with the senior (Coryell) water rights described in the Annexation Agreement; violation of those provisions of the Annexation Agreement would cause irreparable harm to CTS and to Village.

D. CTS is a party to that certain Declaration of Restrictive Covenants ("Future Filings Declaration") dated March 7, 2006 and recorded March 9, 2006 in Book 1778 at page 731 in the real estate records of Garfield County, Colorado, which binds CTS and burdens all of the Property. It is the intent of CTS and Village by entering into this Declaration of Restrictive Covenants to allocate between CTS and Village the right to develop the 513 dwelling units, plus 89,770 square feet of commercial building space, that was allocated to CTS under the terms of the Property Declaration and to bind Village to terms and conditions restricting development of the Takedown Property equivalent to those terms and conditions binding upon CTS under the terms and conditions of the Future Filings Declaration.

{00119449.DOC; 1}

Record + return to:
 Davis + Ceriani
 1350 17th St. #400
 Denver, CO 80202

Mo9

E. CTS wishes to be assured that development of the Takedown Property will not limit or impair full development of the Retained Property retained by CTS in accordance with the Annexation Agreement, Future Filings Declaration and other existing agreements concerning development of CVR. Village is willing to provide such additional assurances to that effect by execution, delivery and recording of this Declaration of Restrictive Covenants. Concerning the first two sentences of this paragraph, the same is true with regard to development of the Retained Property by CTS and its impact on Village and Village's development of the Retained Property.

FOR VALUABLE CONSIDERATION RECEIVED, the receipt and adequacy of which are acknowledged by execution of this instrument, Village and CTS agree and covenant as follows:

TERMS

1. All of the above Recitals are true and correct and incorporated into the Terms of this Declaration of Restrictive Covenants.

2. Subject to the provisions of Section 6 below, Village agrees and declares that no residential or commercial development shall occur on any of the Takedown Property, other than no more than 308 dwelling units plus zero square feet of commercial building space, until the earlier of: (a) 30 years after the date of the recording of this Declaration of Restrictive Covenants in the real estate records of Garfield County, Colorado; or (b) final plats for all portions of the Retained Property having been granted final approval by the Town and recorded in the real estate records of Garfield County, Colorado.

3. Only water, water rights, ditches and ditch rights owned or leased by the owner of the Takedown Property shall be used in development of the Takedown Property during the term of this Declaration of Restrictive Covenants.

4. CTS agrees and declares that no residential development shall occur on any of the Retained Property, other than no more than 205 dwelling units, until the earlier of: (a) 30 years after the date of the recording of this Declaration of Restrictive Covenant in the real estate records of Garfield County, Colorado; or (b) final plats for all portions of the Retained Property having been granted final approval by the Town and recorded in the real estate records of Garfield County, Colorado.

5. Only water, water rights, ditches and ditch rights owned or leased by the owner of the Retained Property shall be used in development of the Retained Property during the term of this Restrictive Covenant.

6. This Declaration of Restrictive Covenants shall terminate upon conveyance of all of the Takedown Property and Retained Property by CTS to Village.

WLD

VILLAGE HOMES OF COLORADO, INC., a
Colorado corporation

CTS INVESTMENTS, LLC, a Colorado
limited liability company
By: CTS Services, LLC, a Colorado limited
liability company, Manager of CTS
Investments, LLC

By _____
Name _____
Its _____

By Steven E. Craven
Steven E. Craven, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me the _____ day of April, 2007, by
_____ as _____ of Village Homes of Colorado, Inc., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: _____

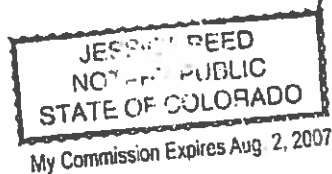
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me the 16th day of April, 2007, by
Steven E. Craven as Manager of CTS Services, LLC, a Colorado limited liability company,
Manager of CTS Investments, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: 8/2/07



Jessica Reed
Notary Public

Reception #: 748714
 04/17/2008 03:19:11 PM Jean Alberico
 1 of 7 Rec Fee: \$36.00 Doc Fee: \$ 00 GARFIELD COUNTY CO

When recorded return to:
 Davis & Coriani, P.C.
 1350 Seventeenth Street, Suite 400
 Denver, Co 80202
 Attention: Edward R. Gerab

DECLARATION AND ASSIGNMENT OF RESTRICTIVE COVENANTS

THIS DECLARATION AND ASSIGNMENT OF RESTRICTIVE COVENANTS ("Declaration") is made at New Castle, Colorado, on April 16, 2008, by CTS INVESTMENTS, LLC ("CTS"), a Colorado limited liability company, and VILLAGE HOMES OF COLORADO, INC. ("Village"), a Colorado corporation. Village's address is 100 Inverness Terrace East, Suite 200, Englewood, CO 80112. CTS's address is 104 Cardinal Lane, Glenwood Springs, CO 81601.

RECITALS

A. This Declaration is made concurrently with, and as additional material and valuable consideration for, the sale by CTS to Village of certain real property (the "First Option Property") located in Castle Valley Ranch Planned Unit Development ("CVR") in the Town of New Castle, Garfield County, Colorado. The legal description of the First Option Property is attached as Exhibit A and incorporated by this reference. CTS is retaining ownership of other undeveloped property (the "Retained Property") in CVR for future development. The legal description of the Retained Property is attached as Exhibit B and incorporated by this reference.

B. Eric C. Williams ("Williams") and the Town of New Castle, Colorado ("Town"), are parties to that certain Amended Castle Valley Ranch Annexation Agreement recorded May 30, 1989 at Reception No. 401812 in Book 755 starting at page 38. Williams, the Town and others are parties to the Second Amended Castle Valley Ranch Annexation Agreement and Site Specific Development Plan Agreement recorded on April 26, 2002 at Reception No. 602245 in Book 1349 beginning at page 956 in the real estate records of Garfield County, Colorado. The Amended Annexation Agreement and Second Amended Annexation Agreement described above are referred to below collectively as the "Annexation Agreement."

C. The Annexation Agreement contains restrictions on the density of development in CVR and on the ability to serve development in CVR with the senior (Coryell) water rights described in the Annexation Agreement; violation of those provisions of the Annexation Agreement would cause irreparable harm to CTS and to Village.

D. CTS is a party to that certain Declaration of Restrictive Covenants ("Future Filings Declaration") dated March 7, 2006 and recorded March 9, 2006 in Book 1778 at page 731 in the real estate records of Garfield County, Colorado, which binds CTS and burdens all of the property described in the Future Filings Declaration (which includes both the Village Property, as defined below, and the Retained Property). It is the intent of CTS and Village by entering into this Declaration to allocate between CTS and Village the right to develop the 513 dwelling units, plus 89,770 square feet of commercial building space, that was allocated to CTS under the terms of the Future Filings Declaration and to bind Village to terms and conditions restricting development of the Village Property equivalent to those terms and conditions binding upon CTS under the terms and conditions of the Future Filings Declaration. The "Village

63002443
 Land Title

Property" consists of the First Option Property and the Initial Property previously conveyed to Village by CTS by Deed recorded April 17, 2007 as Reception No. 721293.

E. CTS wishes to be assured that development of the Village Property will not limit or impair full development of the Retained Property retained by CTS in accordance with the Annexation Agreement, Future Filings Declaration and other existing agreements concerning development of CVR. Village is willing to provide such additional assurances to that effect by execution, delivery and recording of this Declaration. Concerning the first two sentences of this paragraph, the same is true with regard to development of the Retained Property by CTS and its impact on Village and Village's development of the Village Property.

FOR VALUABLE CONSIDERATION RECEIVED, the receipt and adequacy of which are acknowledged by execution of this instrument, Village and CTS agree and covenant as follows:

TERMS

1. All of the above Recitals are true and correct and incorporated into the Terms of this Declaration.

2. Subject to the provisions of Section 6 below, Village agrees and declares that no residential or commercial development shall occur on any of the Village Property, other than no more than 377 dwelling units plus zero square feet of commercial building space, until the earlier of: (a) 30 years after the date of the recording of this Declaration in the real estate records of Garfield County, Colorado; or (b) final plats for all portions of the Retained Property having been granted final approval by the Town and recorded in the real estate records of Garfield County, Colorado.

3. Only water, water rights, ditches and ditch rights owned or leased by the owner of the Village Property shall be used in development of the Village Property during the term of this Declaration.

4. CTS agrees and declares that no residential development shall occur on any of the Retained Property, other than no more than 136 dwelling units, until the earlier of: (a) 30 years after the date of the recording of this Declaration in the real estate records of Garfield County, Colorado; or (b) final plats for all portions of the Village Property having been granted final approval by the Town and recorded in the real estate records of Garfield County, Colorado.

5. Only water, water rights, ditches and ditch rights owned or leased by the owner of the Retained Property shall be used in development of the Retained Property during the term of this Declaration.

6. This Declaration shall terminate upon conveyance of all of the Retained Property by CTS to Village.

* Not clear if this covenant remains with the land or ends with Village Homes?

Reception #: 748714
04/17/2008 03:10:11 PM Jean Alberico
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7. This Declaration supersedes and replaces in its entirety the Declaration and Assignment of Restrictive Covenants recorded April 17, 2007 at Reception No. 721297.

VILLAGE HOMES OF COLORADO, INC., a Colorado corporation

By [Signature]
Name Peter B. Benson
Its S.V. Comm. Del.

CTS INVESTMENTS, LLC, a Colorado limited liability company

By: CTS Services, LLC, a Colorado limited liability company, Manager of CTS Investments, LLC

By [Signature]
Steven E. Craven, Manager

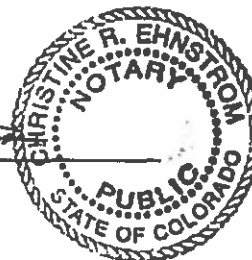
STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me the 15th day of April, 2008, by Peter B. Benson as Sr. Vice President of Village Homes of Colorado, Inc., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: 7/1/2010

[Signature]
Christine R. Ehnstrom
Notary Public



STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The foregoing instrument was acknowledged before me the 16th day of April, 2008, by Steven E. Craven as Manager of CTS Services, LLC, a Colorado limited liability company, Manager of CTS Investments, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: 8/28/2011

JESSICA REED
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires Aug 28, 2011

[Signature]
Jessica Reed
Notary Public

EXHIBIT A

**Castle Valley Ranch
A Portion of Option Property**

A Parcel of land located entirely within that parcel described by the Warranty Deed recorded at Reception No. 693683 situate in the SW1/4 Section 29, SE1/4 Section 30, and the NW1/4 Section 32, Township 5 South, Range 90 West of the 6th P.M., Garfield County, Colorado, said Parcel being more particularly described as follows:

Beginning at a point from whence a BLM Brass Cap in place at the 1/4 Corner of said Sections 29 and 30 bears N53°08'04"W a distance of 1655.92 feet with all bearings relative to N89°36'48"E the line between found monuments for said W1/4 Corner Section 29 and a rebar and cap stamped LS 13174 the northeast corner of said Option Parcel; thence S00°55'44"E along the west line of Parcel A-1 as depicted on the plat; The Amended and Restated Subdivision Exclusion/Exemption of Lakota Canyon Ranch as recorded at Reception No. 632118 a distance of 1124.50 feet to a point on the west line of Block F as depicted on the plat; First Amended and Restated Final Subdivision Plat of Lakota Canyon Ranch Filing 1 as recorded at Reception No. 632116; thence N88°47'17"E along a southerly line of said Amended and Restated Subdivision Exclusion/Exemption of Lakota Canyon Ranch a distance of 0.99 feet; thence S01°21'09"E along said west line Block F a distance of 465.00 feet to a point on the north line of Silverado Trail Right of Way as depicted on said plat of Lakota Canyon Ranch Filing 1; thence S88°47'17"W along the north line of said Silverado Trail a distance of 4.42 feet; thence S00°55'44"E a distance of 30.00 feet to a point on the north line of a parcel as described at Reception No. 721293; thence the following nine (9) courses along said north line, S90°00'00"W a distance of 34.26 feet; thence 123.32 feet along the arc of a curve to the left having a radius of 300.00 feet, a central angle of 23°33'09" and a subtending chord bearing S78°13'26"W a distance of 122.45 feet; thence S66°26'50"W a distance of 88.64 feet; thence 180.86 feet along the arc of a curve to the right having a radius of 300.00 feet, a central angle of 34°32'30" and a subtending chord bearing S83°43'05"W a distance of 178.13 feet; thence N79°00'40"W a distance of 277.49 feet; thence 273.25 feet along the arc of a curve to the right having a radius of 300.00 feet, a central angle of 52°11'11" and a subtending chord bearing N52°55'05"W a distance of 263.90 feet; thence N26°49'30"W a distance of 358.53 feet; thence 218.29 feet along the arc of a curve to the left having a radius of 175.00 feet, a central angle of 71°28'06" and subtending chord bearing N62°33'33"W a distance of 204.41 feet; thence S81°42'24"W a distance of 104.99 feet to a point on the east line of the North Wild Horse Drive right-of-way as described in the Special Warranty Deed recorded as Reception No. 733780; thence the following three (3) courses along said North Wild Horse Drive, N08°42'12"W a distance of 17.22 feet; thence 390.97 feet along the arc of a curve to the right, having a radius of 668.49 feet, a central angle of 33°30'34" and a subtending chord bearing N08°03'05"E a distance of 385.42 feet; thence 228.11 feet along the arc of a reverse curve having a radius of 491.25 feet, a central angle of 26°36'20" and a subtending chord bearing N11°30'11"E a distance of 226.07 feet to a point of non-tangency; thence 103.99 feet along the arc of a curve to the right having a radius of 250.00 feet, a central angle of 23°50'00" and a subtending chord bearing S79°12'35"E a distance of 103.24 feet; thence S67°17'36"E a distance of 131.42 feet;

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04/17/2009 03:10:11 PM Jean Albarico
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thence S30°00'58"W a distance of 50.41 feet; thence S18°54'59"W a distance of 221.52 feet; thence S16°07'55"W a distance of 50.00 feet; thence 104.09 feet along the arc of a curve to the left having a radius of 970.00 feet, a central angle of 6°08'55" and a subtending chord bearing S11°34'51"W a distance of 104.04 feet to a point of non-tangency; thence S71°43'03"E a distance of 57.57 feet; thence S63°30'38"E a distance of 55.33 feet; thence S56°40'07"E a distance of 55.13 feet; thence S44°48'48"E a distance of 174.82 feet to a point of non-tangency; thence 30.23 feet along the arc of a non-tangent curve to the left having a radius of 275.00 feet, a central angle of 6°17'51" and a subtending chord bearing N42°06'34"E a distance of 30.21 feet; thence S51°02'22"E a distance of 247.25 feet to a point of non-tangency; thence 102.92 feet along the arc of a curve to the right having a radius of 481.00 feet, a central angle of 12°15'34" and a subtending chord bearing N54°54'14"E a distance of 102.72 feet; thence 122.69 feet along the arc of a reverse curve having a radius of 219.00 feet, a central angle of 32°05'53" and a subtending chord bearing N44°59'05"E a distance of 121.09 feet; thence N28°56'08"E a distance of 541.68 feet; thence N14°00'12"E a distance of 22.45 feet; thence N00°55'44"W a distance of 289.40 feet; thence N32°41'48"W a distance of 88.46 feet; thence N00°02'34"W a distance of 167.50 feet; thence N54°50'38"E a distance of 173.10 feet; thence S89°54'27"E a distance of 116.87 feet to the point of beginning. Said parcel contains 21.53 acres more or less

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EXHIBIT B

The following real property, less the real property described in Exhibit A above:

OPTION PROPERTY

A PARCEL OF LAND SITUATE IN THE SW1/4 SECTION 29, SE1/4 SECTION 30, THE NE1/4 SECTION 31 AND THE NW1/4 SECTION 32 TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE 1/4 CORNER BETWEEN SAID SECTIONS 29 AND 30, A BLM BRASS CAP IN PLACE; THENCE N89°36'48"E ALONG THE SOUTHERLY LINE OF THE AMENDED AND RESTATED SUBDIVISION EXCLUSION/EXEMPTION OF LAKOTA CANYON RANCH AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 632118 A DISTANCE OF 1308.59 FEET TO A POINT ON THE WESTERLY LINE OF SAID EXEMPTION; THENCE DEPARTING SAID SOUTHERLY LINE S00°55'44"E ALONG SAID WESTERLY LINE 2126.92 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE N88°47'17"E 0.99 FEET TO A POINT ON THE WESTERLY LINE OF LAKOTA CANYON RANCH, FIRST AMENDED PLAT FILING NO. 1, AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 632116; THENCE DEPARTING SAID WESTERLY LINE S01°21'08"E AND ALONG SAID WESTERLY LINE OF SAID LAKOTA CANYON RANCH, FIRST AMENDED PLAT FILING NO. 1, A DISTANCE OF 465.00 FEET; THENCE S88°47'17"W ALONG SAID WESTERLY LINE 4.42 FEET; THENCE ALONG SAID WESTERLY LINE S00°55'44"E 30.00 FEET; THENCE DEPARTING SAID WESTERLY S90°00'00"W 34.26 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 123.32 FEET, CHORD BEARS S78°13'25"W 122.46 FEET; THENCE S66°26'50"W 88.64 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 180.86 FEET, CHORD BEARS S83°43'05"W 178.13 FEET; THENCE N79°00'40"W 277.49 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 273.25 FEET, CHORD BEARS N52°55'05"W 263.90 FEET; THENCE N26°49'30"W 358.53 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 218.29 FEET, CHORD BEARS N62°33'33"W 204.41 FEET; THENCE S81°42'24"W 142.08 FEET; THENCE N08°42'12"W 16.95 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 705.58 FEET, AN ARC LENGTH OF 353.92 FEET, CHORD BEARS N05°39'59"E 350.22 FEET; THENCE N71°52'33"W 30.43 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 736.00 FEET, AN ARC LENGTH OF 62.29 FEET, CHORD BEARS N22°22'53"E 62.27 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 423.75 FEET, AN ARC LENGTH OF 229.81 FEET, CHORD BEARS N09°16'10"E 227.00 FEET; THENCE N06°16'01"W 314.43 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 213.75 FEET, AN ARC LENGTH OF 200.40 FEET, CHORD BEARS N33°07'31"W 193.14 FEET;

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04/17/2008 03:18:11 PM Jean Alberico
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THENCE N59°59'02"W 337.87 FEET TO A POINT ON THE EASTERLY LINE OF
CASTLE VALLEY RANCH, PA7 AS FILED WITH THE CLERK AND
RECORDER'S OFFICE OF GARFIELD COUNTY AS RECEPTION NO. 571729;
THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FOUR (4) COURSES:

- 1.) N30°49'03"E 60.80 FEET;
- 2.) N21°44'01"E 138.82 FEET;
- 3.) N02°06'39"E 226.38 FEET;
- 4.) N00°23'12"W 381.09 FEET TO A POINT ON THE CENTER SECTION LINE
OF SAID SECTION 30; THENCE DEPARTING SAID EASTERLY LINE OF
PA7 S89°47'18"E ALONG SAID CENTER SECTION LINE 308.87 FEET TO
THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINING
82.746 ACRES, MORE OR LESS.

Paul Smith

From: Aaron Atkinson <aa@hackstafflaw.com>
Sent: Saturday, February 1, 2020 12:22 PM
To: Paul Smith
Subject: Fwd: Amendment to Master Plan

Thanks.

J. Aaron Atkinson
Hackstaff & Snow
(303) 534-4317

Begin forwarded message:

From: Steve Craven <nowintomesee@me.com>
Date: February 1, 2020 at 11:57:13 AM MST
To: Aaron Atkinson <aa@hackstafflaw.com>
Cc: Eric Williams <ecw5226@comcast.net>, Dave Reynolds <dreynolds@newcastlecolorado.org>
Subject: Re: Amendment to Master Plan

Hi Arron,

I am in support of the actions necessary to amend the current CASTLE VALLEY RANCH ANNEXATION AGREEMENT AND SITE SPECIFIC DEVELOPMENT PLAN AGREEMENT to reflect the Declarations of Restrictive Covenants by and between: 1) the Williams Family Investments Company, RLLP, and CTS Investments LLC; and 2) CTS Investments LLC and Village Homes of Colorado, Inc.

Steve Craven
720.626.2410

On Jan 31, 2020, at 3:28 PM, Aaron Atkinson <aa@hackstafflaw.com> wrote:

Hi, Steve. As you and I have discussed, I'm writing in regards to the hearing we have on 2/12. As you know, we have requested that the Master Plan be amended to conform to the terms of the restrictive covenant you signed with Village Homes, Inc. Specifically, we are requesting that the map be revised to demonstrate that all of our vacant land be classified as "R" instead of "M/U-2."

The Town has asked me to obtain your consent to this for obvious reasons. They would like something in writing to reflect this, and so I thought I'd write you this email and ask you to reply "yes" to the extent you are in agreement.

If you have any questions at all or want to discuss, please give me a shout. I propose that I forward along your response to the Town so they have your "consent."

I'm attaching the proposed map as re-drawn. I'd also be interested to know if you can make it to the P&Z Commission meeting on 2/12.

Thanks, Steve.

--

J. Aaron Atkinson

Hackstaff & Snow, LLC

1601 Blake Street, Suite 310

Denver, CO 80202

Tel: (303) 534-4317

Fax: (303) 534-4309

CONFIDENTIALITY NOTICE: The information contained in this electronic message is attorney client privileged and/or work-product protected confidential information intended only for the use of the owner of the email address listed as the recipient of this message. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this transmission in error, please immediately notify us by telephone at (303) 534-4317 and permanently delete this transmission, including any attachments.

Our practice areas include: real estate, entity formation, business and commercial advising, asset protection, renewable energy, taxation, estate planning, probate, trademarks, civil and commercial litigation.

<Zoning-Color.pdf>

EXHIBIT 4



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: ABS63014515 Date: 01/10/2020
Property Address: TBD NEW CASTLE, NEW CASTLE, CO 81647

PLEASE CONTACT YOUR CLOSER OR CLOSERS ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

For Title Assistance
Melissa Schoder
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 270-0438 (Work)
mschoder@llgc.com

Seller/Owner
HACKSTAFF & SNOW LLC
Attention: CVR INVESTERS C/O J AARON ATKINSON
1601 BLAKE ST #310
DENVER, CO 80202
(303) 534-4317 (Work)
(303) 534-4309 (Work Fax)
aa@hackstafaw.com
Delivered via Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: ABS63014515 Date: 01/10/2020
Property Address: TBD NEW CASTLE, NEW CASTLE, CO 81647
Parties: A BUYER TO BE DETERMINED
CVR INVESTORS, INC., A COLORADO CORPORATION

Visit Land Title's Website at www.llgc.com for directions to any of our offices.

Estimate of Title Insurance Fees	
TBD* Commitment	\$217.00
Research Income	\$749.00
Total \$966.00	
*If Land Title Guarantee Company will be closing the 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:

Garfield County recorded 04/15/2010 under reception no.
704749

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABS53014315

Property Address:

TBD NEW CASTLE, NEW CASTLE, CO 81647

1. Effective Date:

12/06/2019 at 5:00 P.M.

2. Policy to be issued and Proposed Insured:

TBD - Commitment

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A BUYER TO BE DETERMINED

4. Title to the estate or interest covered herein is at the effective date heretofore vested in:

A Fee Simple

5. The land referred to in this Commitment is described as follows:

CVR INVESTORS, INC., A COLORADO CORPORATION

PARCEL A:

A PARCEL OF LAND SITUATE IN THE NE1/4 SECTION 31, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/16 CORNER BETWEEN SAID SECTIONS 29 AND 32, A REBAR AND ALUMINUM CAP L.S. NO. 36572 SET IN PLACE;

THENCE S29° 45' 20" W 2647.04 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF CASTLE VALLEY RANCH, P.L.D. AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE RECORDED AUGUST 10, 1983 UNDER RECEPTION NO. 343592, THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING FOUR (4) COURSES:
1. N 89° 50' 34" W 450.00 FEET;
2. N 00° 09' 26" E 75.00 FEET;
3. N 89° 50' 34" W 275.00 FEET;
4. N 000 09' 26" E 150.00 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE N00° 47' 28" W 548.03 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF CASTLE VALLEY RANCH, P.A. 19A & WITH THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE RECORDED NOVEMBER 29, 2005 UNDER RECEPTION NO. 687288;

THENCE ALONG SAID SOUTHERLY BOUNDARY LINE N 40° 33' 51" E 273.86 FEET;
THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE N 89° 56' 25" E 592.43 FEET;
THENCE S 00° 05' 00" E 963.59 FEET TO THE POINT OF BEGINNING, COUNTY OF GARFIELD STATE OF COLORADO.

PARCEL B:

A PARCEL OF LAND SITUATE IN THE NE1/4 SECTION 31 AND THE NW1/4 SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/16 CORNER BETWEEN SAID SECTIONS 29 AND 32 A REBAR AND ALUMINUM CAP L.S. NO. 36572

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SET IN PLACE, THENCE S 01° 19' 34" E 1570.82 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF LINE CASTLE VALLEY BOULEVARD, AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE RECORDED JANUARY 9, 2001 UNDER RECEPTION NO. 574725, ALSO BEING A POINT ON THE EASTERLY BOUNDARY LINE OF CASTLE VALLEY RANCH PUD AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE RECORDED AUGUST 10, 1983 UNDER RECEPTION NO. 343592, THE TRUE POINT OF BEGINNING;

THENCE DEPARTING SAID RIGHT OF WAY S 01° 19' 34" E AND ALONG SAID EASTERLY BOUNDARY LINE 1068.16 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID CASTLE VALLEY RANCH, P.L.D.;

THENCE ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING FOUR (4) COURSES:

1. N 89° 40' 24" W 1195.15 FEET;
2. N 00° 19' 36" E 120.00 FEET;
3. N 89° 40' 24" W 180.00 FEET;
4. N 00° 05' 00" W 210.20 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE N 00° 05' 00" W 983.59 FEET;

THENCE S 89° 56' 25" W 592.43 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF CASTLE VALLEY RANCH, P.A. 19A AND P.A. 19B AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE RECORDED NOVEMBER 29, 2005 UNDER RECEPTION NO. 687288;

THENCE N 40° 33' 51" E ALONG SAID EASTERLY BOUNDARY LINE 283.40 FEET;
THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY LINE N 55° 43' 05" E 455.98 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF CASTLE VALLEY BOULEVARD;

THENCE DEPARTING SAID EASTERLY BOUNDARY LINE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 982.01 FEET, AN ARC LENGTH OF 591.51 FEET (CHORD BEARS S61° 39' 05" E 579.98 FEET);

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING SEVEN (7) COURSES:
1. S 81° 18' 39" E 261.25 FEET;
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 719.98 FEET, AN ARC LENGTH OF 942.58 FEET (CHORD BEARS S 67° 40' 47" E 339.36 FEET);

3. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 115.42 FEET, AN ARC LENGTH OF 19.02 FEET (CHORD BEARS S 14° 30' 47" E 19.00 FEET);
4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 82.00 FEET, AN ARC LENGTH OF 110.68 FEET (CHORD BEARS S 46° 27' 33" E 102.47 FEET);

5. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 115.42 FEET, AN ARC LENGTH OF 20.06 FEET (CHORD BEARS S 82° 08' 49" E 20.03 FEET);
6. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 719.98 FEET, AN ARC LENGTH OF 57.30 FEET (CHORD BEARS S 41° 01' 02" E 57.29 FEET);

7. S 38° 44' 14" E 193.94 FEET TO THE POINT OF BEGINNING, COUNTY OF GARFIELD STATE OF COLORADO.

PARCEL C:

A PARCEL OF LAND SITUATE IN THE SW1/4 SECTION 29, SE1/4 SECTION 30, THE NE1/4 SECTION 31 AND THE NW1/4 SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/4 CORNER BETWEEN SAID SECTIONS 29 AND 30, A BLM BRASS CAP IN PLACE; THENCE S 27° 20' 37" E 294.14 FEET TO A POINT ON THE WESTERLY LINE OF LAKEOTA CANYON RANCH, FIRST AMENDED PLAT LING NO. 1 AS FILED WITH THE GARFIELD COUNTY CLERK AND

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RECORDERS OFFICE RECORDED JULY 18, 2003 UNDER RECEPTION NO. 632116. THE TRUE POINT OF BEGINNING:

1. THENCE DEPARTING SAID WESTERLY LINE S 90° 00' 00" W 34.28 FEET;
2. LENGTH OF 123.32 FEET, CHORD BEARS S 78° 13' 25" W 122.46 FEET;
3. THENCE S 66° 25' 50" W 88.64 FEET;
4. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 180.86 FEET, CHORD BEARS S 83° 43' 05" W 178.13 FEET;
5. THENCE N 79° 00' 40" W 277.49 FEET;
6. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 273.25 FEET, CHORD BEARS N 52° 59' 05" W 283.80 FEET;
7. THENCE N 28° 49' 30" W 358.53 FEET;
8. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 218.29 FEET, CHORD BEARS N 62° 33' 33" W 204.41 FEET;
9. THENCE S 81° 42' 24" W 142.08 FEET;
10. THENCE S 08° 42' 12" E 51.58 FEET;
11. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 655.84 FEET, AN ARC LENGTH OF 208.29 FEET, CHORD BEARS S 15° 42' 32" E 208.77 FEET;
12. THENCE S 65° 53' 03" W 97.34 FEET;
13. THENCE S 81° 23' 34" W 286.32 FEET;
14. THENCE S 51° 51' 16" W 128.84 FEET;
15. THENCE S 36° 47' 12" W 88.30 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CASTLE VALLEY BOULEVARD AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE RECORDED JANUARY 9, 2001 UNDER RECEPTION NO. 572126;
16. THENCE ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING NINE (9) COURSES:
1. S 34° 40' 33" E 927.02 FEET;
2. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 782.01 FEET, AN ARC LENGTH OF 620.22 FEET, CHORD BEARS S 57° 59' 36" E 603.25 FEET;
3. S 81° 18' 39" E 281.25 FEET;
4. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 819.98 FEET, AN ARC LENGTH OF 358.62 FEET, CHORD BEARS S 67° 29' 21" E 391.79 FEET;
5. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 140.42 FEET, AN ARC LENGTH OF 114.84 FEET, CHORD BEARS N 87° 15' 43" E 114.94 FEET;
6. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 66.00 FEET, AN ARC LENGTH OF 136.02 FEET, CHORD BEARS S 49° 50' 45" E 122.28 FEET;
7. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 170.42 FEET, AN ARC LENGTH OF 16.26 FEET, CHORD BEARS S 07° 16' 18" E 16.26 FEET;
8. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 819.98 FEET, AN ARC LENGTH OF 70.54 FEET, CHORD BEARS S 41° 12' 06" E 70.52 FEET;
9. S 38° 44' 14" E 63.19 FEET TO A POINT ON SAID WESTERLY LINE OF LAKOTA CANYON RANCH, FIRST AMENDED PLAT FILING NO. 1 AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE RECORDED JULY 18, 2003 UNDER RECEPTION NO. 632116 UNDER RECEPTION NO. 632116;
10. THENCE ALONG SAID WESTERLY LINE THE FOLLOWING NINE (9) COURSES:
1. N 01° 19' 33" W 284.64 FEET;
2. N 00° 50' 46" W 298.08 FEET;
3. N 01° 24' 24" W 405.00 FEET;
4. N 01° 13' 24" W 135.00 FEET;
5. N 03° 05' 23" E 23.82 FEET;
6. N 01° 46' 46" W 247.13 FEET;
7. S 88° 47' 17" W 2.05 FEET;

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8. N 01° 19' 33" W 12.43 FEET TO THE WEST 1/16 CORNER OF SECTIONS 29 AND 32 A REBAR AND ALUMINUM CAP L.S. NO. 36572 IN PLACE;
9. N 00° 55' 44" W 17.57 FEET TO THE POINT OF BEGINNING, COUNTY OF GARFIELD STATE OF COLORADO.

PARCEL D:

A PARCEL OF LAND LOCATED ENTIRELY WITHIN THAT PARCEL DESCRIBED BY THE WARRANTY DEED RECORDED MARCH 9, 2006 UNDER RECEPTION NO. 683583 SITUATE IN THE SW 1/4 OF SECTION 29, SE 1/4 OF SECTION 30, AND NW 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 90 WEST OF THE 6TH P.M., GARFIELD COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHENCE A BLM BRASS CAP IN PLACE AT THE 1/4 CORNER OF SAID SECTIONS 29 AND 30 BEARS N 53° 08' 04" W A DISTANCE OF 1655.92 FEET WITH ALL BEARING RELATIVE TO N 89° 35' 40" E THE LINE BETWEEN FOUND MONUMENTS FOR SAID W 1/4 CORNER SECTION 29 AND A REBAR AND CAP STAMPED L.S. 13174 THE NORTHEAST CORNER OF SAID OPTION PARCEL.

THENCE S 00° 55' 44" E ALONG THE WEST LINE OF PARCEL A-1 AS DEPICTED ON THE PLAT; THE AMENDED AND RESTATED SUBDIVISION EXCLUSION/EXEMPTION OF LAKOTA CANYON RANCH AS RECORDED JULY 18, 2003 UNDER RECEPTION NO. 632116 A DISTANCE OF 1124.50 FEET TO A POINT ON THE WEST LINE OF BLOCK F AS DEPICTED ON THE PLAT; FIRST AMENDED AND RESTATED FINAL SUBDIVISION PLAT OF LAKOTA CANYON RANCH FILING 1 AS RECORDED JULY 18, 2003 UNDER RECEPTION NO. 632116;

THENCE N 88° 47' 17" E ALONG A SOUTHERLY LINE OF SAID AMENDED AND RESTATED SUBDIVISION EXCLUSION/EXEMPTION OF LAKOTA CANYON RANCH A DISTANCE OF 0.99 FEET; THENCE S 01° 21' 09" E ALONG SAID WEST LINE BLOCK F A DISTANCE OF 465.00 FEET TO A POINT ON THE NORTH LINE OF SILVERADO TRAIL RIGHT OF WAY AS DEPICTED ON SAID PLAT OF LAKOTA CANYON RANCH FILING 1; THENCE S 88° 47' 17" W ALONG THE NORTH LINE OF SAID SILVERADO TRAIL A DISTANCE OF 4.42 FEET;

THENCE S 00° 55' 44" E A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH LINE OF A PARCEL AS DESCRIBED IN INSTRUMENT RECORDED APRIL 17, 2007 UNDER RECEPTION NO. 721293;

THENCE THE FOLLOWING NINE (9) COURSES ALONG SAID NORTH LINE:

1. S 90° 00' 00" W A DISTANCE OF 34.26 FEET;
2. THENCE 123.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 23° 33' 09" AND A SUBTENDING CHORD BEARING S 78° 13' 25" W A DISTANCE OF 122.45 FEET;
3. THENCE S 66° 25' 50" W A DISTANCE OF 88.64 FEET;
4. THENCE 180.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 34° 32' 30" AND A SUBTENDING CHORD BEARING S 83° 43' 05" W A DISTANCE OF 178.13 FEET;
5. THENCE N 79° 00' 40" W A DISTANCE 277.49 FEET;
6. THENCE 273.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 52° 11' 11" AND A SUBTENDING CHORD BEARING N 52° 59' 05" W A DISTANCE OF 263.90 FEET;
7. THENCE N 28° 49' 30" W A DISTANCE OF 358.53 FEET;
8. THENCE 218.29 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 71° 28' 06" AND SUBTENDING CHORD BEARING N 62° 33' 33" W A DISTANCE OF 204.41 FEET;
9. THENCE S 81° 42' 24" W DISTANCES OF 104.99 FEET TO A POINT ON THE EAST LINE OF THE NORTH

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WILD HORSE DRIVE RIGHT OF WAY AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED SEPTEMBER 25, 2007 UNDER RECEPTION NO. 731280:

1. N 00° 42' 12" W A DISTANCE OF 17.22 FEET;

2. THENCE 330.97 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 569.49 FEET, A CENTRAL ANGLE OF 33° 30' 34" AND A SUBTENDING CHORD BEARING N 08° 03' 05" E A DISTANCE OF 385.42 FEET;

3. THENCE 228.11 FEET ALONG THE ARC OF A REVERSE CURVE HAVING A RADIUS OF 481.26 FEET, A CENTRAL ANGLE OF 26° 35' 30" AND SUBTENDING CHORD BEARING N 11° 30' 11" E A DISTANCE OF 228.07 FEET TO A POINT OF NON-TANGENCY;

THENCE 103.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 23° 50' 00" AND A SUBTENDING CHORD BEARING S 79° 12' 35" E A DISTANCE OF 103.24 FEET;

THENCE S 67° 17' 36" E A DISTANCE OF 131.42 FEET;

THENCE S 30° 00' 58" W A DISTANCE OF 50.41 FEET;

THENCE S 16° 54' 59" W A DISTANCE OF 221.52 FEET;

THENCE S 16° 07' 55" W A DISTANCE OF 50.00 FEET;

THENCE 104.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 6° 08' 55" AND A SUBTENDING CHORD BEARING S 11° 34' 51" W A DISTANCE OF 104.04 FEET TO A POINT OF NON-TANGENCY;

THENCE S 71° 43' 03" E A DISTANCE OF 57.57 FEET;

THENCE S 63° 30' 38" E A DISTANCE OF 55.33 FEET;

THENCE S 56° 40' 07" E A DISTANCE OF 55.13 FEET;

THENCE S 44° 48' 48" E A DISTANCE OF 174.82 FEET TO A POINT OF NON-TANGENCY;

THENCE 30.23 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 6° 17' 51" AND A SUBTENDING CHORD BEARING N 42° 06' 34" E A DISTANCE OF 30.21 FEET;

THENCE S 51° 02' 22" E A DISTANCE OF 247.25 FEET TO A POINT OF NON-TANGENCY;

THENCE 102.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 481.00 FEET, A CENTRAL ANGLE OF 12° 15' 34" AND SUBTENDING CHORD BEARING N 54° 54' 14" E A DISTANCE OF 102.72 FEET;

THENCE 122.69 FEET ALONG THE ARC OF A REVERSE CURVE HAVING A RADIUS OF 219.00 FEET, A CENTRAL ANGLE OF 32° 05' 57" AND A SUBTENDING CHORD BEARING N 44° 59' 05" E A DISTANCE OF 121.09 FEET;

THENCE N 28° 56' 08" E A DISTANCE OF 541.68 FEET;

THENCE N 14° 00' 12" E A DISTANCE OF 22.45 FEET;

HENCE N 00° 55' 44" W A DISTANCE OF 289.40 FEET;

THENCE N 32° 41' 48" W A DISTANCE OF 88.46 FEET;

THENCE N 00° 02' 34" W A DISTANCE OF 167.50 FEET;

THENCE N 54° 50' 38" E A DISTANCE OF 173.10 FEET;

THENCE S 89° 54' 27" E A DISTANCE OF 116.87 FEET TO THE POINT OF BEGINNING, COUNTY OF GARFIELD, STATE OF COLORADO.

LESS AND EXCEPT THE FOLLOWING PROPERTIES FROM ALL OF THE ABOVE:

LOTS 1 THROUGH 19 AND OPEN SPACE,
CASTLE VALLEY RANCH SUBDIVISION PA12, FILING 9,
TOWN OF NEW CASTLE, COUNTY OF GARFIELD, STATE OF COLORADO, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 2007 UNDER RECEPTION NO. 731285

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AND

LOTS 1 THROUGH 17,
CASTLE VALLEY RANCH SUBDIVISION PA13, FILING NO. 10,
TOWN OF NEW CASTLE, COUNTY OF GARFIELD, STATE OF COLORADO, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 28, 2011 UNDER RECEPTION NO. 812508.

AND

LOTS 1A, 1B AND 1C, LOTS 2A, 2B AND 2C, AMENDED FINAL PLAT OF LOTS 1 AND 2 OF CASTLE VALLEY RANCH PA12, FILING NO. 9, COUNTY OF GARFIELD, STATE OF COLORADO.

AND

LOTS 3A, 3B AND 3C, LOTS 14A, 14B AND 14C, AMENDED FINAL PLAT OF LOTS 3 AND 14 OF CASTLE VALLEY RANCH PA12, FILING NO. 9, COUNTY OF GARFIELD, STATE OF COLORADO.

AND

LOTS 4A, 4B AND 4C, LOTS 15A, 15B AND 15C, AMENDED FINAL PLAT OF LOTS 4 AND 15 OF CASTLE VALLEY RANCH PA12, FILING NO. 9, COUNTY OF GARFIELD, STATE OF COLORADO.

AND

ALL THOSE STREETS AND PUBLIC RIGHTS OF WAY DEDICATED ON THE FINAL PLAT OF CASTLE VALLEY RANCH PA12, FILING NO. 9, COUNTY OF GARFIELD, STATE OF COLORADO.

AND

ALL THOSE STREETS AND PUBLIC RIGHTS OF WAY DEDICATED ON THE FINAL PLAT OF CASTLE VALLEY RANCH PA13, FILING NO. 10, COUNTY OF GARFIELD, STATE OF COLORADO.

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ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part I
(Requirements)

Order Number: ABS03014515

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. RELEASE OF DEED OF TRUST DATED JANUARY 03, 2018 FROM CYR INVESTORS, INC., A COLORADO CORPORATION TO THE PUBLIC TRUSTEE OF GARFIELD COUNTY FOR THE USE OF ANB BANK TO SECURE THE SUM OF \$2,500,000.00 RECORDED JANUARY 03, 2018, UNDER RECEPTION NO. 201825.
2. SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED JANUARY 03, 2018, UNDER RECEPTION NO. 201826.

2. WARRANTY DEED FROM CYR INVESTORS, INC., A COLORADO CORPORATION 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 THERE TO.

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Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: ABS03014515

This commitment does not republish any covenants, conditions, restrictions, 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 acquisition 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. EXISTING LEASES AND TENANCIES, IF ANY.
9. MAP AND STATEMENT OF THE CONTENTION DITCH RECORDED MARCH 4, 1884 IN BOOK 9 AT PAGE 1127.
10. RIGHT OF PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED AS FOLLOWS:
FEBRUARY 17, 1896 IN BOOK 12 AT PAGE 402 AND NOVEMBER 28, 1941 IN BOOK 73 AT PAGE 213
11. RIGHT OF WAY FOR A ROAD AS CONVEYED TO THE TOWN OF NEW CASTLE AS DESCRIBED IN INSTRUMENT RECORDED JUNE 14, 1898 UNDER RECEPTION NO. 21061.
12. RIGHT OF WAY FOR ROAD PURPOSES AS CONVEYED TO THE TOWN OF NEW CASTLE RECORDED JUNE 24, 1898 UNDER RECEPTION NO. 21072.
13. MAP AND STATEMENT OF THE RED ROCK DITCH RECORDED OCTOBER 19, 1901 UNDER RECEPTION NO. 24312.

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Schedule B, Part II
(Exceptions)

Order Number: ABS63014515

14. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED NOVEMBER 28, 1941, IN BOOK 73 AT PAGE 211.
15. AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS AND OTHER MINERALS AS DESCRIBED IN INSTRUMENT RECORDED MARCH 25, 1980 IN BOOK 545 AT PAGE 581 ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN
16. AN UNDIVIDED ONE-HALF INTEREST OF ALL OIL, GAS AND OTHER MINERALS AS RESERVED IN INSTRUMENT RECORDED JULY 14, 1984 IN BOOK 359 AT PAGE 328 ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN
17. AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS AND OTHER MINERALS AS RESERVED IN INSTRUMENT RECORDED MARCH 13, 1984 IN BOOK 356 AT PAGE 319 ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN
18. TERMS, CONDITIONS AND PROVISIONS OF RIGHT OF WAY AS RESERVED IN PATENTS RECORDED FEBRUARY 17, 1896 IN BOOK 12 AT PAGE 402.
19. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED JANUARY 07, 1982 IN BOOK 590 AT PAGE 63.
20. MATTERS AS SHOWN ON THE MAP OF CASTLE VALLEY RANCH RECORDED AUGUST 10, 1983 UNDER RECEPTION NO. 244520 AS AMENDED BY AMENDED ANNEXATION AGREEMENT RECORDED MAY 30, 1989 IN BOOK 755 AT PAGE 28.
21. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT RECORDED AUGUST 10, 1983 IN BOOK 632 AT PAGE 442, FIRST AMENDMENT TO ANNEXATION AGREEMENT RECORDED DECEMBER 31, 1984 IN BOOK 682 AT PAGE 243 AND AMENDED ANNEXATION AGREEMENT RECORDED MAY 30, 1989 IN BOOK 755 AT PAGE 28.
22. TERMS, CONDITIONS AND PROVISIONS OF SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED AUGUST 15, 1983 IN BOOK 632 AT PAGE 581, AND AMENDMENT RECORDED MAY 30, 1989 IN BOOK 755 AT PAGE 62.
23. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FOREFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED AUGUST 15, 1983, IN BOOK 632 AT PAGE 581.
24. TERMS, CONDITIONS AND PROVISIONS OF SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED AUGUST 03, 1984 IN BOOK 654 AT PAGE 53.
25. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 99-8 RECORDED JUNE 08, 1999 IN BOOK 1133 AT PAGE 632.
26. TERMS, CONDITIONS AND PROVISIONS OF DEED OF EASEMENT RECORDED DECEMBER 21, 1999 IN BOOK 1165 AT PAGE 968.

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Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

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27. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FOREFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS, AS CONTAINED IN INSTRUMENT RECORDED AUGUST 15, 1983, IN BOOK 632 AT PAGE 581 AND AS AMENDED IN INSTRUMENT RECORDED FEBRUARY 08, 1996, IN BOOK 966 AT PAGE 629 AND AS AMENDED IN NOVEMBER 29, 2000 IN BOOK 1219 AT PAGE 640 AND AS AMENDED IN INSTRUMENT RECORDED APRIL 26, 2002, IN BOOK 1350 AT PAGE 64, AND AMENDED IN INSTRUMENT RECORDED JUNE 24, 2003 IN BOOK 1484 AT PAGE 125, AND AMENDED IN INSTRUMENT RECORDED OCTOBER 22, 2004 IN BOOK 1633 AT PAGE 410.
28. ASSIGNMENT OF MASTER DECLARANT RIGHTS - CASTLE VALLEY RECORDED OCTOBER 23, 2009 UNDER RECEPTION NO. 276725.
29. ASSIGNMENT OF DECLARANT RIGHTS RECORDED APRIL 15, 2010 UNDER RECEPTION NO. 276724.
28. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 2002-2 RECORDED APRIL 26, 2002 IN BOOK 1349 AT PAGE 946.
29. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 09, 2006 IN BOOK 1778 AT PAGE 593.
30. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FOREFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MARCH 09, 2006, IN BOOK 1778 AT PAGE 709.
31. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FOREFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MARCH 09, 2006, IN BOOK 1778 AT PAGE 721.
32. ASSIGNMENT REGARDING DEVELOPMENT AGREEMENT RECORDED APRIL 17, 2008 UNDER RECEPTION NO. 246212.
32. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 16, 2008 IN BOOK 1780 AT PAGE 301.
32. AGREEMENT REGARDING TOWN AGREEMENTS RECORDED APRIL 17, 2008 UNDER RECEPTION NO. 246213.

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33. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE #2006-11 RECORDED AUGUST 08, 2006 IN BOOK 1829 AT PAGE 736.
34. TERMS, CONDITIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED OF EASEMENT RECORDED MARCH 15, 2007 UNDER RECEPTION NO. Z18068.
35. TERMS, CONDITIONS AND PROVISIONS OF WATER RIGHTS AGREEMENT RECORDED APRIL 17, 2007 IN BOOK 1915 AT PAGE 802.
36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT REGARDING TOWN AGREEMENTS RECORDED APRIL 17, 2007 UNDER RECEPTION NO. Z21295.
37. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FOREFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED APRIL 17, 2007, IN BOOK 1915 AT PAGE 860.
38. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT REGARDING GRANT OF EASEMENT RECORDED APRIL 17, 2007 IN BOOK 1915 AT PAGE 925.
39. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT REGARDING SILVERADO TRAIL, RECORDED APRIL 17, 2007 IN BOOK 1915 AT PAGE 982.
40. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED APRIL 17, 2007 IN BOOK 1915 AT PAGE 982.
41. TERMS, CONDITIONS AND PROVISIONS OF GRADING AGREEMENT RECORDED APRIL 17, 2007 IN BOOK 1916 AT PAGE 1.
42. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CONSTRUCTION DEED OF TRUST, SECURITY AGREEMENT AND FUTURE FILING WITH ASSIGNMENT OF RENT, PROCEEDS AND AGREEMENTS RECORDED APRIL 17, 2007 UNDER RECEPTION NO. Z21294 AND AGREEMENT REGARDING PRIORITY RECORDED APRIL 17, 2008 UNDER RECEPTION NO. Z46712.
43. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION AND ASSIGNMENT OF RESTRICTIVE COVENANTS RECORDED APRIL 17, 2008 UNDER RECEPTION NO. Z46714.
44. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ASSIGNMENT OF DECLARANT RIGHTS UNDER SECOND AMENDMENT TO THE DECLARANT RIGHTS UNDER SECOND VALLEY RANCH, PLANNED UNIT DEVELOPMENT, AS AMENDED AND SUPPLEMENTED RECORDED APRIL 17, 2008 UNDER RECEPTION NO. Z46715.
45. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AGREEMENT RECORDED APRIL 17, 2008 UNDER RECEPTION NO. Z46716.

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Schedule B, Part II
(Exceptions)

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46. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FOREFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MAY 23, 2008, UNDER RECEPTION NO. Z49002.
- ASSIGNMENT OF MASTER DECLARANT RIGHTS - CASTLE VALLEY RECORDED OCTOBER 23, 2009 UNDER RECEPTION NO. Z16714.
- ASSIGNMENT OF DECLARANT RIGHTS RECORDED APRIL 15, 2010 UNDER RECEPTION NO. Z84735.
47. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF FIRST AMENDED AND RESTATED GAS GATHERING AGREEMENT RECORDED JULY 29, 2008 UNDER RECEPTION NO. Z33222.
48. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ASSIGNMENT OF DEVELOPMENT RIGHTS RECORDED APRIL 15, 2010 UNDER RECEPTION NO. Z84733.
49. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ASSIGNMENT OF CONTRACTS, WARRANTIES, PERMITS AN INTANGIBLE PROPERTY RECORDED APRIL 15, 2010 UNDER RECEPTION NO. Z84732.
50. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTIONS RECORDED JULY 28, 2011 UNDER RECEPTION NO. B05834, B05836 AND B05837.
51. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED MAY 17, 2012 UNDER RECEPTION NO. B18838.
52. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED AUGUST 01, 2013 UNDER RECEPTION NO. B39600.



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-1-122, 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 Lender's 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 unfiled 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 duly 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 10-1-122, 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.



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").

- 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;

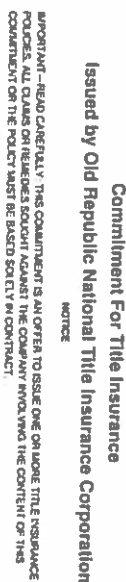
and

- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

- 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.

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.



THE SIGNATURE OF THE COMPANY'S OFFICER, BY SIGNING 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 CONDITIONS

1. DEFINITIONS

- (b) **“Policy”** means a schedule or list of measures, but not confidential measures, prepared by the Public Interest.
- (c) **“Proposed Policy”** means a schedule or list of proposed measures, but not confidential measures, prepared by the Public Interest.
- (d) **“Priority”** means, with respect to a measure in Schedule A, the first, second, or subsequent ranking of the measure, as determined by the Public Interest, based on the following criteria:
- (i) **“Marketplace.”** A measure, such as trade or other issues in the marketplace, that addresses issues addressed by law.
- (ii) **“Policy.”** Each category of law, however, in a form adopted by the American Land Use Association, stated or to be stated by the Company pursuant to the Commission.
- (e) **“Proposed Priority.”** Each priority identified in Schedule A as the Proposed Priority of each Policy to be added pursuant to any Commission.
- (f) **“Proposed Policy Amount.”** Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be added pursuant to the Commission.
- (g) **“Policy.”** Means established under state statutes as the Commission Policy for the purposes of imposing construction of measures relating to real property to participate for value and without knowledge of the Public Interest as described in Schedule A.

2. The Company's liability and obligation is limited by and the Commitment is not valid without:
- (a) the Company's liability and obligation is limited by and the Commitment is not valid without:
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment to Issue Policy;
 - (d) the Commitment to Issue Policy;
 - (e) the Commitment to Issue Policy;
 - (f) the Commitment to Issue Policy;
 - (g) the Commitment to Issue Policy;
 - (h) the Commitment to Issue Policy;
 - (i) the Commitment to Issue Policy;
 - (j) the Commitment to Issue Policy;
 - (k) the Commitment to Issue Policy;
 - (l) the Commitment to Issue Policy;
 - (m) the Commitment to Issue Policy;
 - (n) the Commitment to Issue Policy;
 - (o) the Commitment to Issue Policy;
 - (p) the Commitment to Issue Policy;
 - (q) the Commitment to Issue Policy;
 - (r) the Commitment to Issue Policy;
 - (s) the Commitment to Issue Policy;
 - (t) the Commitment to Issue Policy;
 - (u) the Commitment to Issue Policy;
 - (v) the Commitment to Issue Policy;
 - (w) the Commitment to Issue Policy;
 - (x) the Commitment to Issue Policy;
 - (y) the Commitment to Issue Policy;
 - (z) the Commitment to Issue Policy;

4 COMPANY'S RIGHT TO ASSIGN

- Company's policy with respect to the Commission at any time if the Company, under the Commission's and a defect, like a guarantee, adverse effect on the Company's financial position, or any other circumstances, or any other circumstances to the Commission.
- SECTION 9.07. LIMITATION OF LIABILITY**
- (a) The Company's liability under Government Contract 4 is limited to the Proposed Insured's actual economic loss¹⁰ or the capital between the Company's liability to the Proposed Insured for the Commission and the delivery of the amended Contract, resulting from the Proposed Insured's good faith reliance on:
- (i) compliance with the Schedule B, Part I—Disclosures;
 - (ii) the Company's written contract; and
 - (iii) the Schedule B, Part I—Disclosures;
- and the Company shall not be liable under Government Contract 4A if the Proposed Insured incurred the agreement or not knowledge of the actual economic loss¹¹ through Schedule B, Part I—Disclosures.
- (b) The Company shall not be liable under Government Contract 4A if the Proposed Insured incurred the agreement or not knowledge of the actual economic loss¹² through Schedule B, Part I—Disclosures.
- (c) The Company will not have liability for the Proposed Insured's actual economic loss¹³ if the Proposed Insured incurred the agreement or not knowledge of the actual economic loss¹⁴ through Schedule B, Part I—Disclosures.
- (d) The Company's liability shall not exceed the value of the Proposed Insured's actual economic loss¹⁵ if the Proposed Insured incurred the agreement or not knowledge of the actual economic loss¹⁶ through Schedule B, Part I—Disclosures.
- (e) The Company shall not be liable for the delivery of the Transaction Identification Data, if any

(f) In no event shall the Company be obligated to issue the Policy referred to in the 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) Any claim against the Company must be based on the Commitment, and no other person, may raise a claim under the Commitment.
(b) Any claim must be based on a contract and must be restricted solely to the terms and provisions of the Commitment.
(c) The Policy must be issued, the Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of the Policy.
(d) The Policy must be issued, the Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of the Policy.
(e) The deletion or modification of any Schedule B, Part I-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of the Commitment or the Policy.
(f) Any agreement or endorsement to the Commitment must be in writing and authenticated by a person authorized by the Company.
(g) When the Policy is issued, all liability and obligation under the Commitment end and the Company's only liability is 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 the insurance commitments and policies. The Issuing Agent is not the Company's agent for the purpose of providing claims or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy. Notwithstanding the coverage that the Company may provide, a pro-forma policy neither reflects the actual terms of the Policy nor the actual terms of the pro-forma policy. A Proposed Insured may review a copy of the pro-forma Policy at <http://www.ala.org/education>.

The Policy contains an arbitration clause. All arbitrable matters under the Proposed Policy Amount is \$2,000,000 or less shall be submitted at the option of either the Company or the Proposed Insured to the arbitrator(s) named in the Policy. A Proposed Insured may review a copy of the arbitration rules at <http://www.ala.org/education>.

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 on Schedule A to be valid when hereinafter signed 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



By: *[Signature]* President
6300 E. 1st Avenue Suite 600
Denver, Colorado 80206
(303) 321-1880

By: *[Signature]* Secretary
6300 E. 1st Avenue Suite 600
Denver, Colorado 80206
(303) 321-1880

Senior Vice President

This Policy is only a part of a 2016 ALTA® Commitment for the Insurance Issued by Land Title Insurance Corporation. This Commitment is not valid without the Notes, 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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Item Attachment Documents:

D. Resolution PZ-2020-02 Recommending Approval of Castle Valley Ranch PUD
Master Plan Amendment

TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. PZ-2020-02

A RESOLUTION OF THE NEW CASTLE PLANNING & ZONING
COMMISSION RECOMMENDING APPROVAL OF A MAJOR AMENDMENT
OF THE CASTLE VALLEY RANCH PUD MASTER PLAN.

WHEREAS, CVR Investments, Inc. (“Applicant”) is the owner of certain undeveloped real property within the Castle Valley Ranch PUD that is more fully described on Exhibit A hereto (the “Property”); and

WHEREAS, a portion of the Property is zoned Mixed Use 1 and Mixed Use 2 (“MU 1” and “MU 2”) under the Castle Valley Ranch PUD Master Plan (the “Plan”) and the remainder is zoned Open Space or Residential; and

WHEREAS, the MU 1 and MU 2 portions of the Property are identified as PA 13, PA 17, & PA 18 (collectively, the “MU Property”) on the Castle Valley Ranch Master Plan Map; and

WHEREAS, the current version of the Plan was approved by the Town of New Castle (“Town”) by Ordinance No. 2002-2; and

WHEREAS, Applicant has submitted an application to the Town to amend the Plan to change the zoning of the MU Property to Residential (the “Application”); and

WHEREAS, because the Application involves a change in the use and zoning of the MU Property, the Application is considered a major amendment to the Plan under Section 17.100.110(C) of the Town Municipal Code (the “Code”); and

WHEREAS, pursuant to Sections 17.100.110(C) and 17.100.080(C) of the Code, the Planning & Zoning Commission (“Commission”) conducted a duly-noticed public hearing regarding the Application on February 12, 2020; and

WHEREAS, at the hearing, the Commission considered the Application; comments and information presented by the Applicant, Town staff, referral agencies, and the public; and the criteria set forth in Section 17.100.090 Code; and

WHEREAS, based on the Application and the information and testimony presented regarding the same, the Commission hereby finds that:

1. The Application is generally compatible with adjacent land uses;
2. The Application is consistent with the comprehensive plan;
3. The Town has the capacity to serve the proposed use with water, sewer, fire and police protection;
4. The uses proposed within the PUD are uses permitted outright or by special review within the zoning district or districts contained within the PUD;
5. The number of dwelling units permitted by the underlying zoning districts is not exceeded by the PUD plan; and

6. The PUD utilizes the natural character of the land, includes compatible land uses, provides, as applicable, for fire and police protection, off-street parking, vehicular, pedestrian and bicycle circulation, outdoor recreation, is of overall compatible architectural design, achieves adequate screening, buffering and aesthetic landscaping, avoids development of areas of potential hazard, ensures compliance with the performance standards and meets all other provisions of the Town Municipal Code.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING & ZONING COMMISSION OF THE TOWN OF NEW CASTLE, COLORADO:

1. Recitals Incorporated by Reference. The foregoing recitals are incorporated by reference herein as findings and determinations of the Commission.

2. Recommendation. Pursuant to Chapter 17.100 of the New Castle Municipal Code, the Commission hereby recommends that the Town Council approve the Application as an amendment of the Castle Valley Ranch PUD Master Plan, including the Master Plan Map, and that the Town Zoning Map be updated accordingly. Only those aspects of the Plan addressed in the Application shall be amended upon Town Council's approval of the Application, and all other provisions of the Plan shall remain in full force and effect, including, without limitation, the existing Open Space and Residential zoning of the Property that is not the MU Property.

3. Conditions. The Commission recommends the following conditions of approval:

A. All representations of the Applicant in written and verbal presentations submitted to the Town or made at public hearings before the Commission or Town Council and reflected in the minutes of such hearings shall be considered part of the Application and binding on the Applicant;

B. The Applicant shall comply with all applicable building, residential, electrical and municipal code requirements, including all sign code regulations, when developing the Property according to the Plan, as amended;

C. The Applicant shall reimburse the Town for any and all expenses incurred by the Town regarding this approval, including, without limitation, all costs incurred by the Town's outside consultants such as legal and engineering costs;

D. Applicant, CTS Investments, LLC, and Williams Family Investment Company, RLLP shall enter into an agreement pursuant to which all parties consent to the change in vested rights associated with their respective properties that will result from the granting of the Application.

E.

F.

THIS RESOLUTION PZ 2020-02 was adopted by the New Castle Planning and Zoning Commission by a vote of ____ to ____ on the 12th day of February, 2020.

NEW CASTLE PLANNING AND
ZONING COMMISSION

By: _____
Chuck Apostolik, Chairman

ATTEST:

Mindy Andis, Deputy Town Clerk , CMC

EXHIBIT A
Property Legal Description

Parcel A: A PARCEL OF LAND SITUATE IN THE NE1/4 SECTION 31 AND THE NW1/4 SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/16 CORNER BETWEEN SAID SECTIONS 29 AND 32 A REBAR AND ALUMINUM CAP LS NO. 36572 SET IN PLACE; THENCE S 01° 19' 34" E 1570.62 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF LINE CASTLE VALLEY BOULEVARD, AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE RECORDED JANUARY 9, 2001 UNDER RECEPTION NO. 574735, ALSO BEING A POINT ON THE EASTERLY BOUNDARY LINE OF CASTLE VALLEY RANCH PUD AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE RECORDED AUGUST 10, 1983 UNDER RECEPTION NO. 344590 THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAD RIGHT OF WAYS 01°19' 34" E AND ALONG SAID EASTERLY BOUNDARY LINE 1066.16 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID CASTLE VALLEY RANCH, P.U.D.; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING FOUR (4) COURSES: 1. N 89° 40' 24" W 1195.15 FEET; 2. N 00° 19' 36" E 120.00 FEET; 3. N 89° 40' 24" W 180.00 FEET; 4. N 00° 05'00" W 210.20 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE N 00° 05'00" W 983.59 FEET; THENCE S 89° 56' 5" W 552.43 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF CASTLE VALLEY RANCH, PA19A AND PA19B AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE RECORDED NOVEMBER 29, 2005 UNDER RECEPTION NO. 687288; THENCE N 40° 33' 51" E ALONG SAID EASTERLY BOUNDARY LINE 283.40 FEET; THENCE CONTINUING ALONG SAD EASTERLY BOUNDARY LINE N 55° 43' 05" E 455.98 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF CASTLE VALLEY BOULEVARD; THENCE DEPARTING SAD EASTERLY BOUNDARY LINE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 862.01 FEET; AN ARC LENGTH OF 591.51 FEET (CHORD BEARS S61° 39' 09" E 579.98 FEET); THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1.S 81° 18' 39" E 261.25 FEET; 2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 719.98 FEET, AN ARC LENGTH OF 342.58 FEET (CHORD BEARS S 67° 40' 47" E 339.36 FEET); 3. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 115.42 FEET, AN ARC LENGTH OF 19.02 FEET (CHORD BEARS S 14° 30' 47" E 19.00 FEET); 4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 82.00 FEET, AN ARC LENGTH OF 110.68 FEET (CHORD BEARS S 48° 27' 33" E 102.47 FEET); 5. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 115.42 FEET, AN ARC LENGTH OF 20.06 FEET (CHORD BEARS S 82° 08' 49" E 20.03 FEET); 6. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 719.98 FEET, AN ARC LENGTH OF 57.30 FEET (CHORD BEARS S 41° 01' 02" E 57.29 FEET); 7. S 38° 44' 14" E 193.94 FEET TO THE POINT OF BEGINNING.

Parcel B: A PARCEL OF LAND SITUATE IN THE NE1/4 SECTION 31, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M. COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/16 CORNER BETWEEN SAID SECTIONS 29 AND 32, A REBAR AND ALUMINUM CAP LS NO. 36572 SET IN PLACE; THENCE S29° 45' 20" W 2647.04 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF CASTLE VALLEY RANCH, P.U.D. AS FLED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE RECORDED AUGUST 10, 1983 UNDER RECEPTION NO. 344590, THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING FOUR (4) COURSES: 1. N 89° 50' 34" W 450.00 FEET; 2. N 00° 09' 26" E 75.00 FEET; 3. N 89° 50' 34" W 275.00 FEET; 4. N 000 09' 26" E 150.00 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE N00° 47' 28" W 548.03 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF CASTLE VALLEY RANCH, PA 19A & WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE RECORDED NOVEMBER 29, 2005 UNDER RECEPTION NO. 687288; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE N 40° 33' 51" E 273.86 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE N 89° 56' 25" E 552.43 FEET; THENCE S 00° 0500" E 983,59 FEET TO THE POINT OF BEGINNING (a/k/a Assessor Account No. R043084.)

Parcel C: A PARCEL OF LAND SITUATE IN THE SW1/4 SECTION 29, SE1/4 SECTION 30, THE NE1/4 SECTION 31 AND THE NW1/4 SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE 1/4 CORNER BETWEEN SAD SECTIONS 29 AND 30, A BLM BRASS CAP IN PLACE; THENCE S 27° 20' 37" E 2941.40 FEET TO A POINT ON THE WESTERLY LINE OF LAKOTA CANYON RANCH, FIRST AMENDED PLAT FLING NO. 1 AS FILED WITH THE GARFIELD COUNTY CLERK AND

RECORDER'S OFFICE RECORDED JULY 18, 2003 UNDER RECEPTION NO. **632116**, THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY LINE S 90° 00' 00" W 34.26 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET; AN ARC LENGTH OF 123.32 FEET, CHORD BEARS S 78° 13' 25" W 122.46 FEET; THENCE S 66° 26' 50" W 88.64 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 180.86 FEET, CHORD BEARS S 83° 43' 05" W 178.13 FEET; THENCE N 79° 00' 40" W 277.49 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 273.25 FEET, CHORD BEARS N 52° 55' 05" W 263.90 FEET; THENCE N 26° 49' 30" W 358.53 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET; AN ARC LENGTH OF 218.29 FEET, CHORD BEARS N 62° 33' 33" W 204.41 FEET; THENCE S 81° 42' 24" W 142.08 FEET; THENCE S 08° 42' 12" E 51.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 855.84 FEET, AN ARC LENGTH OF 209.29 FEET, CHORD BEARS S 15° 42' 32" E 208.77 FEET; THENCE S 65° 53' 03" W 97.34 FEET; THENCE S 81° 23' 34" W 266.32 FEET; THENCE S 51° 51' 16" W 126.84 FEET; THENCE S 36° 47' 12" W 88.30 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CASTLE VALLEY BOULEVARD AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE RECORDED JANUARY 9, 2001 UNDER RECEPTION NO. **574735**; THENCE ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING NINE (9) COURSES: 1. S 34° 40' 33" E 927.02 FEET; 2. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 762.01 FEET, AN ARC LENGTH OF 620.22 FEET, CHORD BEARS S 57° 59' 36" E 603.25 FEET; 3. S 81° 18' 39" E 261.25 FEET; 4. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 819.98 FEET, AN ARC LENGTH OF 395.62 FEET, CHORD BEARS S 67° 29' 21" E 391.79 FEET; 5. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 140.42 FEET, AN ARC LENGTH OF 11.84 FEET, CHORD BEARS N 87° 15' 43" E 11.84 FEET; 6. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 86.00 FEET, AN ARC LENGTH OF 136.02 FEET; CHORD BEARS S 49° 50' 45" E 122.28 FEET; 7. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 170.42 FEET, AN ARC LENGTH OF 16.26 FEET, CHORD BEARS S 07° 16' 18" E 16.26 FEET; 8. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 819.98 FEET, AN ARC LENGTH OF 70.54 FEET, CHORD BEARS S 41° 12' 06" E 70.52 FEET; 9. S 38° 44' 14" E 63.19 FEET TO A POINT ON SAID WESTERLY LINE OF LAKOTA CANYON RANCH, FIRST AMENDED PLAT FILING NO. 1 AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE RECORDED JULY 18, 2003 UNDER RECEPTION NO. **632116** UNDER RECEPTION NO. **632116**; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING NINE (9) COURSES: 1. N 01° 19' 33" W 284.64 FEET; 2. N 00° 50' 46" W 298.08 FEET; 3. N 01° 24' 24" W 405.00 FEET; 4. N 01° 13' 24" W 135.00 FEET; 5. N 03° 05' 23" E 23.82 FEET; 6. N 01° 46' 46" W 247.13 FEET; 7. S 88° 47' 17" W 2.05 FEET; 8. N 01° 19' 33" W 12.43 FEET TO THE WEST 1/16 CORNER OF SECTIONS 29 AND 32 A REBAR AND ALUMINUM CAP LS NO. 36572 IN PLACE; 9. N 00° 55' 44" W 17.57 FEET TO THE POINT OF BEGINNING.

Parcel D: A PARCEL OF LAND LOCATED ENTIRELY WITHIN THAT PARCEL DESCRIBED BY THE WARRANTY DEED RECORDED MARCH 9, 2006 UNDER RECEPTION NO. 693683 SITUATE IN THE SW 1/4 OF SECTION 29, SE 1/4 OF SECTION 30, AND NW 1/4 OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M., GARFIELD COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT FROM WHENCE A BLM BRASS CAP IN PLACE AT THE 1/4 CORNER OF SAID SECTIONS 29 AND 30 BEARS N 53° 08' 04" W A DISTANCE OF 1655.92 FEET WITH ALL BEARING RELATIVE TO N 89° 36' 48" E THE LINE BETWEEN FOUND MONUMENTS FOR SAID W 1/4 CORNER SECTION 29 AND A REBAR AND CAP STAMPED LS 13174 THE NORTHEAST CORNER OF SAID OPTION PARCEL; THENCE S 00° 55' 44" E ALONG THE WEST LINE OF PARCEL A-1 AS DEPICTED ON THE PLAT; THE AMENDED AND RESTATED SUBDIVISION EXCLUSION/EXEMPTION OF LAKOTA CANYON RANCH AS RECORDED JULY 18, 2003 UNDER RECEPTION NO. 632118 A DISTANCE OF 1124.50 FEET TO A POINT ON THE WEST LINE OF BLOCK F AS DEPICTED ON THE PLAT; FIRST AMENDED AND RESTATED FINAL SUBDIVISION PLAT OF LAKOTA CANYON RANCH FILING 1 AS RECORDED JULY 18, 2003 UNDER RECEPTION NO. 632116; THENCE N 88° 47' 17" E ALONG A SOUTHERLY LINE OF SAID AMENDED AND RESTATED SUBDIVISION EXCLUSION/EXEMPTION OF LAKOTA CANYON RANCH A DISTANCE OF 0.99 FEET; THENCE S 01° 21' 09" E ALONG SAID WEST LINE BLOCK F A DISTANCE OF 465.00 FEET TO A POINT ON THE NORTH LINE OF SILVERADO TRAIL RIGHT OF WAY AS DEPICTED ON SAID PLAT OF LAKOTA CANYON RANCH FILING 1; THENCE S 88° 47' 17" W ALONG THE NORTH LINE OF SAID SILVERADO TRAIL A DISTANCE OF 4.42 FEET; THENCE S 00° 55' 44" E A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH LINE OF A PARCEL AS DESCRIBED IN INSTRUMENT RECORDED APRIL 17, 2007 UNDER RECEPTION NO. 721293; THENCE THE FOLLOWING NINE (9) COURSES ALONG SAID NORTH LINE; 1. S 90° 00' 00" W A DISTANCE OF 34.26 FEET; 2. THENCE 123.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 23° 33' 09" AND A SUBTENDING CHORD BEARING S 78° 13' 26" W A DISTANCE OF 122.45 FEET; 3. THENCE S 66° 26' 50" W A DISTANCE OF 88.64 FEET; 4. THENCE 180.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 34° 32' 30" AND A

SUBTENDING CHORD BEARING S 83° 43' 05" W A DISTANCE OF 178.13 FEET; 5. THENCE N 79° 00' 40" W A DISTANCE 277.49 FEET; 6. THENCE 273.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 52° 11' 11" AND A SUBTENDING CHORD BEARING N 52° 55' 05" W A DISTANCE OF 263.90 FEET; 7. THENCE N 26° 49' 30" W A DISTANCE OF 358.53 FEET; 8. THENCE 218.29 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 71° 28' 06" AND SUBTENDING CHORD BEARING N 62° 33' 33" W A DISTANCE OF 204.41 FEET; 9. THENCE S 81° 42' 24" W DISTANCES OF 104.99 FEET TO A POINT ON THE EAST LINE OF THE NORTH WILD HORSE DRIVE RIGHT OF WAY AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED SEPTEMBER 25, 2007 UNDER RECEPTION NO. 733780; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID NORTH WILD HORSE DRIVE; 1. N 08° 42' 12" W A DISTANCE OF 17.22 FEET; 2. THENCE 390.97 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 668.49 FEET, A CENTRAL ANGLE OF 33° 30' 34" AND A SUBTENDING CHORD BEARING N 08° 03' 05" E A DISTANCE OF 385.42 FEET; 3. THENCE 228.11 FEET ALONG THE ARC OF A REVERSE CURVE HAVING A RADIUS OF 491.25 FEET, A CENTRAL ANGLE OF 26° 36' 20" AND SUBTENDING CHORD BEARING N 11° 30' 11" E A DISTANCE OF 226.07 FEET TO A POINT OF NON-TANGENCY; THENCE 103.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 23°50'00" AND A SUBTENDING CHORD BEARING S 79° 12' 35" E A DISTANCE OF 103.24 FEET; THENCE S 67° 17' 36" E A DISTANCE OF 131.42 FEET; THENCE S 30° 00' 58" W A DISTANCE OF 50.41 FEET; THENCE S 18° 54' 59" W A DISTANCE OF 221.52 FEET; THENCE S16° 07' 55" W A DISTANCE OF 50.00 FEET; THENCE 104.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 6° 08' 55" AND A SUBTENDING CHORD BEARING S 11° 34' 51" W A DISTANCE OF 104.04 FEET TO A POINT OF NON-TANGENCY; THENCE S 71° 43' 03" E A DISTANCE OF 57.57 FEET; THENCE S 63° 30' 38" E A DISTANCE OF 55.33 FEET; THENCE S 56° 40' 07" E A DISTANCE OF 55.13 FEET; THENCE S 44°48' 48" E A DISTANCE OF 174.82 FEET TO A POINT OF NON-TANGENCY; THENCE 30.23 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 6° 17' 51" AND A SUBTENDING CHORD BEARING N 42° 06' 34" E A DISTANCE OF 30.21 FEET; THENCE S 51° 02' 22" E A DISTANCE OF 247.25 FEET TO A POINT OF NON-TANGENCY; THENCE 102.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 481.00 FEET, A CENTRAL ANGLE OF 12° 15' 34" AND SUBTENDING CHORD BEARING N 54° 54' 14" E A DISTANCE OF 102.72 FEET; THENCE 122.69 FEET ALONG THE ARC OF A REVERSE CURVE HAVING A RADIUS OF 219.00 FEET, A CENTRAL ANGLE OF 32° 05' 53" AND A SUBTENDING CHORD BEARING N 44° 59' 05" E A DISTANCE OF 121.09 FEET; THENCE N 28° 56' 08" E A DISTANCE OF 541.68 FEET; THENCE N 14° 00' 12" E A DISTANCE OF 22.45 FEET; THENCE N 00° 55' 44" W A DISTANCE OF 289.40 FEET; THENCE N 32° 41' 48" W A DISTANCE OF 88.46 FEET; THENCE N 00° 02' 34" W A DISTANCE OF 167.50 FEET; THENCE N 54° 50' 38" E A DISTANCE OF 173.10 FEET; THENCE S 89° 54' 27" E A DISTANCE OF 116.87 FEET TO THE POINT OF BEGINNING,

LESS AND EXCEPT THE FOLLOWING PROPERTIES FROM ALL OF THE ABOVE: LOTS 1 THROUGH 19 AND OPEN SPACE, CASTLE VALLEY RANCH SUBDIVISION PA12, FILING 9, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 2007 UNDER RECEPTION NO. 733785; LOTS 1 THROUGH 17, CASTLE VALLEY RANCH SUBDIVISION PA13, FILING NO. 10, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 28, 2011 UNDER RECEPTION NO. 812500; LOTS 1A, 1B AND 1C, LOTS 2A, 2B AND 2C, AMENDED FINAL PLAT OF LOTS 1 AND 2 OF CASTLE VALLEY RANCH PA12, FILING NO. 9; LOTS 3A, 3B AND 3C, LOTS 14A, 14B AND 14C, AMENDED FINAL PLAT OF LOTS 3 AND 14 OF CASTLE VALLEY RANCH PA12, FILING NO.9; LOTS 4A, 4B AND 4C, LOTS 15A, 15B AND 15C, AMENDED FINAL PLAT OF LOTS 4 AND 15 OF CASTLE VALLEY RANCH PA12, FILING NO. 9; ALL THOSE STREETS AND PUBLIC RIGHTS OF WAY DEDICATED ON THE FINAL PLAT OF CASTLE VALLEY RANCH PA12, FILING NO.9; and ALL THOSE STREETS AND PUBLIC RIGHTS OF WAY DEDICATED ON THE FINAL PLAT OF CASTLE VALLEY RANCH PA13, FILING NO.10,

Item Attachment Documents:

E. Draft Minutes September 11, 2019

1
2
3
4
5 **New Castle Planning and Zoning Commission Meeting**
6 **Wednesday, September 11, 2019, 7:00p.m., Town Hall**
7

8 **Call to Order**

9 Commission Chair Apostolik called the meeting to order at 7:00pm.
10

11 **Roll Call**

12 Present Chair Apostolik
13 Commissioner Bourquin
14 Commissioner Copeland
15 Commissioner Johannsson
16 Commissioner Sass
17

18 Absent Commissioner Lucio
19 Commissioner McDonald
20
21

22 Also present at the meeting were Town Administrator Dave Reynolds, Town Planner
23 Paul Smith, Assistant Town Attorney Haley Carmer, Deputy Town Clerk Mindy Andis
24 and members of the public.

25 **Meeting Notice**

26 Deputy Town Clerk Mindy Andis verified that her office gave notice of the meeting
27 in accordance with Resolution TC-2019-1.
28

29 **Conflicts of Interest**

30 There were no conflicts of interest.
31

32 **Citizen Comments on Items NOT on the Agenda**

33 There were no citizen comments.
34

35 **Items for Consideration**

36 A. Sketch Plan :

37 Parcel 1: Section: 32 Township: 5 Range: 90 A PCL IN THE NE4 OF SEC 31 & NW4
38 OF SEC 32 CONT 48.695 AC AKA PARCEL 2. Subdivision: CASTLE VALLEY RANCH
39 PUD
40

41 Parcel 2: Section: 31 Township: 5 Range: 90 A PARCEL OF LAND SITUATE IN THE
42 N1/2 SEC 31 CONT 15.505 AC AKA PARCEL 5.
43

44 Owner: CVR INVESTORS INC
45

46 Town Planner Paul Smith reviewed his staff report with the commission and had the
47 following suggestions:
48

1. Areas of strategic commercial development be integrated into the design of the mixed-use area or specific areas be rezoned for commercial in fidelity with vision of mixed-use in the Comprehensive Plan.
2. Pedestrian circulation be improved to provide direct access to open space, parks, and other areas of Castle Valley Ranch.
3. Diversity of dwelling units be included into the development design per the Comprehensive Plan and similar to the 2008 application.
4. The Application provide an open house to community members after receiving feedback from Council, but prior to submitting a preliminary applications.

After some discussion the commission had the following concerns:

1. That the cul-de-sac should be a through street.
2. That there should be more diversity of housing and not the same style of homes.
3. That the sketch plan was incomplete. The East side of Bear Canyon Dr. needs to either be finished or lot 30 should be removed. Consideration should be given to having single family residences on that side of the street to help breakup the same look and style.
4. That there should be a connection from C Ave. to Castle Valley Boulevard as a bike path but in the future as a driving access.
5. That there should be some separation between the curb and sidewalk.

Aaron Atkinson, partner of CVR Investors, INC. and property owner within Castle Valley Ranch. Mr. Atkinson said that he would take all the concerns from Planner Smith and from the Planning Commission into consideration moving forward.

Items for next Planning and Zoning Agenda

There were no items for next Planning and Zoning agenda.

Staff Reports

There were no staff reports.

Commission Comments and Reports

There were no commission comments or reports

Review Minutes from Previous Meeting

Motion: Commissioner Copeland made a motion to approve the June 11, 2019 meeting minutes as submitted. Commissioner Sass seconded the motion and it passed unanimously.

Motion: Chair Apostolik made a motion to adjourn the meeting.
Commissioner Bourquin seconded the motion and it passed unanimously.

The meeting adjourned at 8:45p.m.

Respectfully Submitted,

Planning and Zoning Commission Chair
Chuck Apostolik

Deputy Town Clerk Mindy Andis, CMC