Posted: _____

Remove:

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

**Administration Department**
**Phone:** (970) 984-2311
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www.newcastlecolorado.org

# Agenda
## New Castle Town Council Regular Meeting
## Tuesday, May 17, 2022, 7:00 PM

Starting times on the agenda are approximate and intended as a guide for Council.
The starting times are subject to change by Council, as is the order of items on the agenda.

Virtual Meetings are subject to internet and technical capabilities.

To join by computer, smart phone or tablet click HERE

If you prefer to telephone in:
Please call: 1-346-248-7799
Meeting ID: 709 658 8400

Follow the prompts as directed. Be sure to set your phone to mute until called on

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Meeting Notice**

**Conflicts of Interest**

**Agenda Changes**

**Citizen Comments on Items not on the Agenda**
-Comments are limited to three minutes-

**Consultant Reports**
Consultant Attorney
Consultant Engineer

**Items for Consideration**

**A. Executive Session for discussion of a personnel matter under C.R.S. Section 24-6-402 (f)(I)regarding an interview of Karen Frye for the Town Treasurer position and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body of any**

**elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees (7:05 p.m.)**

**B. Update and Funding Request: Mind Springs Health Regional Detox Center (7:30 p.m.)**

**C. Consider a Motion to Approve Grants to Outside Agencies (7:45 p.m.)**

**D. Consider Ordinance TC 2022-9, an Ordinance of the New Castle Town Council Approving a Final Development Plan and Phase I Final Subdivision Plat for Portions of PA17 & 19, Castle Valley Ranch PUD (1st reading) (8:00 p.m.)**

**Consent Agenda (9:00 p.m.)**
Items on the consent agenda are routine and non-controversial and will be approved by one motion. There will be no separate discussion of these items unless a council member or citizen requests it, in which case the item will be removed from the consent agenda.
April 5, 2022 minutes
May 3, 2022 minutes
88 Grill Hotel & Restaurant Liquor License Renewal

**Staff Reports (9:10 p.m.)**
Town Administrator
Town Clerk
Town Treasurer
Town Planner
Public Works Director

**Commission Reports (9:20 p.m.)**
Planning & Zoning Commission
Historic Preservation Commission
Climate and Environment Commission
Senior Program
RFTA
AGNC
GCE
EAB

**Council Comments (9:30 p.m.)**

**Adjourn (9:45 p.m.)**

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## Memorandum

**To:** Mayor Riddile & Town Council

**From**: Rochelle Firth & Dave Reynolds

**Subject:** Agenda Item: Detox Center Funding Request

**Date:** 05/17/22

**Purpose:**

The purpose of this workshop is to allow Debbie Wilde the opportunity to update Town Council on the work that is being done in preparation for the opening of a regional detox center.

As you may recall, Debbie has been before Council on other occasions to discuss the need for a regional detox center and inform Council on emerging plans for a center in West Glenwood. Early in 2022 Council heard from the Mind Springs Health organization who provided information which demonstrated the need for the facility, the estimated costs for the facility, and the proposed funding sources for the facility. Council also heard from Police Chief Pagni who stated that while his department may not confront a great deal of folks who are candidates to be transported to a detox center, he realizes that the area does have a significant need for a detox center that can work with individuals who are experiencing substance abuse issues.

The proposal for a regional detox center in West Glenwood would involve funding commitments from Carbondale, Glenwood Springs, Garfield County, New Castle, Silt, Rifle, Parachute, Valley View Hospital, and Grand River Hospital. Debbie will be requesting a commitment of $10,000 for fiscal year 2023.

In addition to funding for 2023, Garfield County has been working on an intergovernmental agreement (IGA) that will be introduced to each partner organization shortly. The purpose of this IGA is to solidify the first five years of operational funding as required by the grant agreement that provided the critical funding for building the facility. The IGA will also act as an agreement which establishes a governing board made up of Council members or managers from each town. The governance board will have oversight responsibilities for Mind Springs Detox Center operations and finances.

# Memo

**To:** Town Council

**From:** Rochelle Firth/Dave Reynolds

**Date:** 05/17/22

**Re:** 2022 Grant funding to area non-profits

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**Background:**

Each year the Town of New Castle distributes Town funds to local organizations for the purpose of providing opportunities to enhance services, programs, and support to the residents of New Castle.

For the year 2022 Town Council is budgeting $20,000 toward these outgoing grants. Town Council has directed staff to provide for multiple grant seasons during 2022. The information below represents the first round of Grant Applications along with staff's recommendation for possible award amounts.

In studying the grant applications that were received we looked at how the funds would directly meet the needs of the community. While all the applicants may provide a much-needed service, the task is to take what funds we have and disperse them in a way that will best support our community needs.

In total, for this first 2022 outgoing grant cycle, staff is recommending expenditures of $9,800. Staff also recommends a second round of outgoing grants in the fall of 2022 using the remaining fund balance of $10,200.

**List of Potential Grant Awards:**

***Access AfterSchool***

Access Afterschool is organized and created primarily to promote, support, and enhance education by partnering with local schools to administer after school programs, including providing financial support to allow lower income students to participate in these programs.

In 2021, Access' SecondShift program served 649 local youth, 'face to face" in afterschool programs. This is down from 925 students served in 2021.

**Funding Sources**: State -- $256,792 (45.5%) / County -- $47,000 (7.9%) / Local Government / Community grants– Foundations -- $165,000

Grant Request: $5000

Staff Recommendation: $0

*Failed to submit proper application
*Failed to provide follow-up report from last year
*Provided a copy of last years grant information (2020 financial information) as well as the same requested funding purposes as last year.

***Advocate Safehouse***

Advocate Safehouse promotes healthy relationships free from violence through education, advocacy, empowerment and safehousing.

Advocate Safehouse Project is requesting $750.00 for the services provided to New Castle residents. These individuals will receive services that they determine to be helpful for them such as crisis intervention, safehousing, emotional support, case management, survivor education, advocacy, and information/referrals. New Castle residents makes up approximately 7% of their total number of survivors in 2022.

**Funding Sources:** Federal level -- $538,557 (58.27%) / State -- $53,118 (5.75%) / County -- $53,788 (5.82%) / Private -- $79,000 (8.55%) / Local -- $198,150 (21.61%)

Grant Request: $750

Staff Recommendation: $750

***Ambleside School Rocky Mountains***

Ambleside provides a living education for children across the Western Slope of Colorado from Carbondale to Parachute. They strive for higher educational performance and at the same time pay close attention to the health of our 52 children, 10 teachers and more than 250 parents and caregivers.

Ambleside School is requesting $2,375 for new lighting, sound equipment and curtains in their auditorium.

**Funding Sources**: State/Local -- New Castle Historic Landmark designation (Colorado Tax Credit) / County – Garfield County Human Services -- applied

Grant Request: $2,375

Staff Recommendation: 500.00

***Casa of the Ninth***

Casa of the Ninth's mission is to provide well-trained, court-appointed volunteer advocates to abused and neglected children in Colorado's 9th Judicial District. The vision is to support a safe, permanent, nurturing home for every child it serves.

Casa of the Ninth is requesting $800 for recruiting volunteers via Facebook and printed ads in local newspapers.

**Funding Sources:** Federal - $104,000 (37.8%) State -- $45,875 (16.7%) / County -- $11,200 (4.5%) Local – 2,500 (.9%) Private-- $54,000 (19.7%)

Grants Requested: $800

Staff Recommendation: $800

***River Bridge***

River Bridge's mission is to provide services to child abuse victims, their families, and the community in a supportive environment utilizing a child-centered approach. New Castle makes up 12% of their clients who reside in Garfield County. Mental health therapists met with 21 children from New Castle last year for assessment or on-going therapy and 9 children met with the medical practitioners for a consultation or exam and 14 children were visited to non-offending families.

River Bridge was able to hire a bilingual victim advocate to better serve our Spanish speaking community as well as 7 full time staff last year. They are requesting $2,000 to provide general operation and services support.

**Funding Sources**: VOCA (Victims of Crimes Act) -- $338,787 / State - $71,440 County—$107,160 / Local -- $52,250

Grant Request: $2,000

Staff recommendation: $2,000

***West Elk Trails, Inc.***

West Elk Trails mission statement is to provide opportunities for socially distanced outdoor recreation opportunities, free of charge, to residents of New Castle and Garfield County through maintaining and promoting trails in the White River National Forest.

West Elk Trails is requesting $300 to repair the trail groomer and purchase a snow roller.

**Funding Sources**: County -- $3000 / Local -- $2,600 / User Contributions - $3,800

Grant Request: $300

Staff recommendation: $300

***Western Slope Veterans Coalition***

Western Slope Veterans Coalition's mission is to ensure that every veteran and family living in the Roaring Fork and Eagle Valleys have the support and resources they need to live a healthy, safe, fulfilling, and productive life.

Western Slope Veterans Coalition was able to add two stairlifts in the facility last year, giving VA Veterans full access to the 5000 sqft facility. They are requesting $2,000 for general operating support.

**Funding Sources**: County -- requested $17,500 / Foundations -- $26,000 / Local -- $19,737 / In-kind & Fundraising -- $36,000

Grant Request: $2,000

Staff recommendation: $750

***YouthZone***

YouthZone helps young people who are working through trauma, struggling with substance abuse use, are experiencing emotional stress, or simply need someone to talk with.

YouthZone is requesting $2,500 to subsidize the cost of providing services to New Castle residents who are referred to YouthZone through New Castle Municipal Court, the juvenile justice system, law enforcement, schools, other agencies and self-referred.

Grant request: $2,500

Staff recommendation: $2,500

- More detailed information, along with complete grant applications can be found in *"The Grant Notebook"* which is available in Town Hall for review.
- Follow up reports for this round of grants will be due October 1, 2022.

**TOWN OF NEW CASTLE, COLORADO**
**ORDINANCE NO. TC 2022-9**

**A ORDINANCE OF THE NEW CASTLE TOWN COUNCIL APPROVING A FINAL PUD DEVELOPMENT PLAN AND PHASE 1 FINAL SUBDIVISION PLAT FOR PORTIONS OF PA 17 & 19, CASTLE VALLEY RANCH PUD**

WHEREAS, CVR Investors, Inc. (the "Applicant") is the owner of certain real property within the Town of New Castle described in the attached Exhibit A, which property is part of Planning Areas 17 and 19 of the Castle Valley Ranch Master Plan (the "Property," or "Filing 11"); and

WHEREAS, the PA 19 portion of the Property is zoned Residential (R), and the PA 17 portion is zoned Mixed Use (MU); and

WHEREAS, the Applicant submitted an application requesting approval of a combined Preliminary/Final PUD Development Plan for a 13.538-acre portion of the Property ("Filing 11") and a Preliminary/Final Plat for the first phase of Filing 11 (the "Original Application"); and

WHEREAS, the Applicant intends to develop and plat Filing 11 and the public improvements associated with the same in up to three phases; and

WHEREAS, the Town of New Castle Planning & Zoning Commission ("Commission") held a duly noticed public hearing on May 13, 2020 that was continued to May 27, 2020, to consider the Original Application; and

WHEREAS, after the public hearing was closed on May 27, 2020, the Commission, as the governing body responsible for final decisions regarding preliminary PUD plans and plats, voted to deny the preliminary portion of the Application and adopted Resolution PZ 2020-6 effective as of August 7, 2020, to document its decision; and

WHEREAS, pursuant to Section 17.100.070(D) of the Town Municipal Code, the Applicant took the Commission's decision regarding the preliminary PUD portion of the Application (the "original Preliminary Plan") to Town Council for review; and

WHEREAS, on July 21, 2020, Town Council reviewed the Commission's decision regarding the original Preliminary Plan and decided to refer the original Preliminary Plan back to the Commission for reassessment; and

WHEREAS, at its August 26, 2020, meeting, the Commission reconsidered the original Preliminary Plan based on the information and evidence presented during prior public hearings and continued a decision regarding the original Preliminary Plan to September 23, 2020; and

WHEREAS, at the September 23rd meeting, the Applicant elected to amend its original Preliminary Plan, which amendments included a new narrative, revised site plan, conceptual landscape layout, and 3-D renderings (the "Amended Preliminary Plan");

WHEREAS, a decision regarding the Amended Preliminary Plan and a public hearing regarding the same was continued to and held on November 23, 2020; and

WHEREAS, after the public hearing was closed, the Commission continued its consideration of the Amended Preliminary Plan to December 9, 2020, and again to January 13, 2021, with the consent of Applicant; and

WHEREAS, on January 13, 2021, the Commission adopted Resolution PZ 2020-9 recommending conditional approval of the Amended PUD Plan and directing applicant to submit an updated final PUD plan and preliminary/final Phase 1 subdivision consistent with the conditions set forth in Resolution PZ 2020-9; and

WHEREAS, following the adoption of Resolution PZ 2020-9, Applicant asserted that it should not be required to proceed through the final PUD and combined preliminary/final subdivision application procedures but, instead, that it should proceed directly to Council because the Commission's decisions under Resolution PZ 2020-6 and 2020-9 were recommendations, not final decisions; and

WHEREAS, on January 4, 2022, Town Council considered Applicant's argument and determined that, all things considered, Applicant could proceed to Council review of the final PUD plan and combined preliminary/final Phase 1 subdivision plat without the need for a subsequent public hearing before the Commission, provided that (i) Applicant provide public notice of the Council meeting consistent with Section 16.08.040; (ii) Council take public comment at the meeting; (iii) a member of the Commission be given the opportunity to make a presentation to Council regarding the Application; and

WHEREAS, on January 13, 2022, Applicant submitted additional PUD plan and Phase 1 subdivision materials and subsequently revised the same in response to Town comments (the "Supplemental Materials"); and

WHEREAS, on May 3, 2022, Town Council held a duly-noticed public meeting to consider the Application~~; and~~ and took comments from Town Staff, the Applicant, and members of the public; and

WHEREAS, Council has considered the Application materials and testimony and other evidence from Staff, the Applicant, and members of the public concerning the Application; and

WHEREAS, based on the testimony and other information presented, subject to compliance with the terms and conditions of this Ordinance, Town Council finds:

1. that the Preliminary Plan is generally compatible with adjacent land uses;
2. that the Preliminary Plan is consistent with the Town's Comprehensive Plan;
3. that the Town has the capacity to serve the proposed uses with water, sewer, fire and police protection;
4. that the uses proposed within the PUD are uses permitted outright within the zoning district contained within the PUD;

5. the number of dwelling units permitted by the underlying zone district is not exceeded by the PUD plan; and
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, achieved adequate screening, buffering and aesthetic landscaping, avoids development of areas of potential hazard, ensures compliance with performance standards, and meets all other provisions of the applicable ordinances of the Town; and

WHEREAS, based on the Application and the testimony and other evidence presented to the Commission and Town Council, the Town Council desires to approve the Application 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:

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

2. Definition of the Application. The "Application" means and consists of, collectively, the Original Application, Amended PUD Plan, Supplemental Materials, and the documents and information listed on Exhibit B, which has been prepared by the Town Clerk based upon the materials properly submitted to the Town and entered into the record of the public hearings. Additionally, the "Application" includes all representations of the Applicant reflected in the minutes of the Planning and Zoning Commission public hearings referenced above and the Town Council public meetings held on July 21, 2020, ~~and~~ May 3, 2022~~.~~, and May 17, 2022. Copies of all exhibits to this Ordinance are available for inspection at the office of the Town Clerk.

3. Review Criteria. The Application was originally submitted in February 2020. In September 2020, the Town amended Chapters 16.16 and 17.100 to change the process and review criteria applicable to preliminary and final PUD and subdivision applications. Because the Application was submitted before the effective date of said amendments, the Application is being considered under the review criteria set forth in the recitals, which were in effect at the time the Application was submitted.

4. Zoning and PUD Approval.

A. Zoning. The Property remains zoned as "MU" (PA 17) and "R" (PA 19) pursuant to Section 17.104.080 of the Code; provided, however, that the development and use of Filing 11 shall be subject to the restrictions and requirements of the MF-1 Zone District of the Castle Valley Ranch PUD Zoning Regulations, Section 17.104.080 of the Code (Zone District), as may be modified by (i) the final plats for Filing 11, (ii) all other applicable provisions of the Code, and (iii) all applicable Ordinances of the

Town. In the event of any conflict between the Zone District text and the final plats and/or PUD Plan for Filing 11, the Filing 11 PUD plan and final plats shall control.

B. PUD Approval. The Town Council hereby approves the Application as a final PUD development plan to include up to ~~85~~81 residential units in up to ~~31~~29 multi-family buildings on up to ~~31~~29 blocks/lots, with the multi-family buildings, lots, roads, and open space to be platted and developed in accordance with the site plan dated February 17, 2022, (the "Site Plan") as revised to eliminate buildings 13A/B and 13C/D and correct the building numbering ~~(the "Site Plan"), that was submitted as part of the Supplemental Materials~~accordingly. To the extent, if at all, this approval provides for any increase in density, it shall apply only to the Filing 11 PUD development plan included in the Application and shall not increase the total number of residential units allowed within the entire Castle Valley Ranch PUD, which is capped at 1,400 units. Filing 11 may be platted and developed in up to three phases.

5. Subdivision Approval. The Town Council hereby grants the Applicant's request to subdivide Filing 11 into ~~up to 31~~six open space parcels (A through F) and up to 29 blocks to be further subdivided and developed as follows and as depicted on the Site Plan:

**Blocks 1 – 3, 9 – 12, 15 – 18, & 20 – 29~~31~~:** up to three, 3-bedroom units per Block

**Blocks 4 – 8, ~~13~~ 14~~,~~ & 19**: up to two, 3-bedroom units per Block

For all phases of Filing 11, including Phase 1, there shall be a two-step process for the final subdivision plats. First, an initial plat shall be recorded with the Garfield County Clerk and Recorder that identifies separate building envelopes or "blocks" corresponding to each of the buildings identified on the Site Plan (the "Final Block Plat"). The Final Block Plat shall also identify separate parcels and easements to be dedicated to the owners' association and rights-of-way and open space parcels to be dedicated to the Town. Building permits may be issued for the construction of each building within each block at any time after recording of the Final Block Plat, subject to all applicable building permit and code requirements and the subdivision improvements agreement for each phase.

Upon completion of each building to a level sufficient to prepare an as-built survey of the precise unit boundaries within each block, the Applicant may submit one or more second final plats depicting the unit boundaries within such block (an "Individual Building Plat").

The Phase 1 Final Block Plat included as part of the Application is hereby approved, subject to final review by the Town Attorney. Future Final Block Plats and all Individual Building Plats may be approved on a staff level without further action by the Town Council, provided that each Final Block Plat and Individual Building Plat is in substantial conformance with the final PUD development plan and Site Plan approved by this Ordinance. No individual residential dwelling unit shall be sold or conveyed into separate ownership until and unless the Individual Building Plat depicting the boundaries of such unit has been approved by Town staff and recorded in the real estate records of Garfield County.

6. Subdivision and PUD Development Agreement. The approvals herein are contingent upon the execution and recording of the Subdivision and PUD Development Agreement ("SIA") in substantially the form attached hereto as Exhibit C, subject to final review and approval by the Town Attorney, which the Mayor and Town Clerk are authorized to execute on behalf of the Town. All terms and conditions of the SIA are incorporated by reference herein as additional conditions of approval.

7. Conditions. The Application is approved subject to compliance with the following conditions:

a. Eliminate, reorient, or reduce the following buildings that adversely impact the natural character of the Property and the livability of the community:

- Eliminate Buildings ~~23~~13A/B and ~~24~~13B/C to make central open space more usable and to promote outdoor recreation
- ~~Orient Building 29 so that the building is parallel to Eagle Ridge Drive~~

b. The covenants for Filing 11 shall prohibit the parking of boats, trailers, campers, RVs, and inoperative vehicles in driveways or on public rights of way for no more than 48 consecutive hours. The final version of the covenants shall be subject to review and approval by the Town Attorney prior to recordation so as not to conflict with any conditions of approval as set forth herein or in the SIA.

c. Upgrade the open space area off of Falcon Ridge Court as a central "green" with functional active or passive space.

d. Applicant shall adequately screen the western portion of Filing 11 from the adjacent homes along South Wild Horse Drive and Mt. Harvard Court through one or more of the following:

- Widening the natural buffer along C Avenue to greater than 120 feet;
- Heavily landscaping Open Space A as shown on the Preliminary Plan with trees to obscure the line-of-site; or
- Installing at least three trees near the rear lot line of each Jot along the west side of Filing 11 and including a provision in covenants for Filing 11 regarding on-going HOA maintenance and replacement of the same.

e. Identify all permanent snow storage easements on the final plat and any temporary locations on the phasing drawings. Except for the off-street parking area south of Serenity Park Circle, snow storage easements will include all areas identified in the final application packet in addition to easements between buildings 28 & 29 and buildings 26 & 27 as shown on the Site Plan. Snow storage shall be free of all obstructions including fences.

f. Install street signage stating, NO PARKING ON STREETS 48 HOURS AFTER A SNOWFALL EVENT OF 2" OR MORE.

g. Provide 5' landscape ("green") buffers between the road and sidewalks along the outer radial lane of Serenity Park Circle for snow storage.

h. The boundary of the open space area at the southwestern end of Filing 11 shall be revised to incorporate the entire length of the trail that connects to Serenity Park Circle as shown on the Site Plan. Said open space and trail shall be owned and maintained by the HOA for the development but shall be open for public use.

i. Design Bear Canyon Dr. as a 60' right-of-way according to comments from the Public Works Director. No homes in this filing or any future filing north of the southern intersection of Serenity Park Circle and Bear Canyon Drive shall front or be accessed off of Bear Canyon Drive. Parking shall be allowed on both sides of Bear Canyon Drive.

j. Specify on the plat that Open Space A shall be owned and maintained by the Town, all other open space areas within the development shall be owned and maintained by the HOA, and trails within Open Spaces A & B will be constructed by the Applicant as agreed upon at the public hearing dated May 13th, 2020.

k. Provide a construction phasing plan. Identify, at minimum, each of the following components:

- Buildout phases;
- Schedule that identifies the sequencing of construction, sequencing of occupancy, traffic flow, and traffic control plans during construction;
- Storage and staging areas for construction equipment and materials;
- Illustrate drainage and erosion control best management practices (BMP's);
- Conformance to all requirements and specifications approved by the fire marshal concerning temporary access for each phase including, but not limited to, temporary hammerhead turnarounds at dead end streets and any necessary ingress/egress routes for emergency personnel and equipment during construction

l. Request approval of street names through Garfield County Communications to avoid any duplication of names in the county dispatch area.

m. Demonstrate that all exterior illumination shall comply with acceptable International Dark-sky Association (IDA) standards.

n. Provide a conceptual landscape plan to staff for each phase illustrating size, type and location of plant materials and an irrigation plan, if applicable. Plans submitted to obtain a building permit for any dwelling in Filing 11 shall demonstrate no more than 2,500 square feet of sod per dwelling unit as specified in 13.20.060 of the Municipal Code.

o. Designate locations of mailbox kiosks with written authorization from the local

postmaster.

p. Prior to recordation of each Final Block Plat, submit an exhibit and conveyance document(s) in a form acceptable to the Town Attorney outlining the necessary water rights (potable and/or raw) required for dedication for each phase of Filing 11.

q. Prior to the recordation of any Filing 11 phase plat, the Applicant shall enter into a subdivision improvements agreement with the Town for each phase of the development in a form acceptable to the Town Attorney.

r. All representations of the Applicant made verbally or in written submittals presented to the Town in conjunction with the Application before the Commission or Town Council shall be considered part of the Application and binding on the Applicant.

s. The Applicant shall comply with all applicable building, residential, electrical and municipal code requirements, including all sign code regulations, as well as all recommendations of the Town Engineer and Town Public Works Director set forth in their letters dated April 1, 2022, and March 16, 2022, respectively, when developing Filing 11;

t. 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.

u. Dedicate for public use a single-track hiking and biking easement at the base of Ganley Hill as a trail connector between Mount Medaris and Prendergast Hill.

v. Diversify color and texture of the buildings within the subdivision.

~~w. Amend Site Plan to remove duplicate Building 13s and renumber buildings accordingly.~~
w. The construction phasing plan shall conform to all requirements and specifications approved by the Fire Marshall concerning temporary access for each phase including, but not limited to, temporary hammerhead turnarounds at dead end streets and any necessary ingress/egress routes for emergency personnel and equipment during construction.

8. Effective Date. This Ordinance shall be effective 14 days after final publication pursuant to Section 4.3 of the New Castle Charter.

9. Severability. Each section of this Ordinance is an independent section and a holding of any section or part thereof to be unconstitutional, void, or ineffective for any cause or reason shall not be deemed to affect the validity or constitutionality of any other section or part thereof, the intent being that the provisions hereof are severable.

INTRODUCED on May 3, 2022, 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 May 17, 2022, read by title and number, passed with amendments, approved, and ordered published as required by the Charter.

TOWN OF NEW CASTLE, COLORADO,
TOWN COUNCIL

_____
Art Riddile, Mayor

ATTEST:

_____
Melody Harrison, Town Clerk

EXHIBIT LIST

A Property Description

B Application Materials

C Subdivision and Development Agreement

# EXHIBIT A
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 5 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" € 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

**EXHIBIT B**
Application Materials

1) PUD & Subdivision Combination Applications
2) Application Narrative
3) Applicant Response to Referrals - SGM
~~4) Referral - Colorado Parks & Wildlife~~
~~5) Referral - Colorado Fire River Fire and Rescue~~
~~6) Referral - Town of New Castle Public Works~~
~~7) Referral - Town Engineer~~
~~8) Referral - Town of New Castle Police Chief~~
~~9) Referral - Garfield RE-2 School District~~
~~10)~~4) ~~Will Serve Letter - Xcel~~
~~11)~~5) Public Notice (for May 13, 2020, and November 23, 2020 public hearings)
~~12)~~6) List of Property owners within 250' of Development
~~13)~~7) Affidavit as to Notice of Public Hearing (May 13 & November 23, 2020)
~~14)~~8) Agreement to Pay Consulting Fees & Expenses, February 15th, 2019
~~15)~~9) Title Commitment + Legal Description
~~16)~~10) Soils Report - A.G. Wassenaar
~~17)~~11) Drainage Calculations - SGM
~~18)~~12) Utility Report – SGM dated March 18, 2020
~~19)~~13) Traffic Impact Study - SGM dated March 18, 2020
~~20)~~14) Construction Drawings
~~21)~~15) Architectural Floorplans
~~22)~~16) Updated site/phasing plan dated May 27, 2020
~~23)~~17) Narrative submitted October 30, 2020
~~24)~~18) Amended/revised site plan submitted October 30, 2020
~~25)~~19) Conceptual landscaping plan submitted October 30, 2020
~~26)~~20) 3D renderings submitted October 30, 2020
~~27) Public Works Director comments dated November 3, 2020~~
~~28) SGM referral comments dated November 13, 2020~~
~~29)~~21) Applicant Response to Recommended Conditions – November 16, 2021
~~30)~~22) Applicant's Attorney Response ("Myler Letter") to Procedures – December 11, 2021
~~31)~~23) Plat & Site Plan – February 18, 2022
~~32)~~24) Final Phasing & Snow Storage Plan - February 18, 2022
~~33)~~25) Final Civil Drawings – February 18, 2022
~~34)~~26) Final Landscaping Plan - February 18, 2022
~~35)~~27) Example Floor Plans - February 18, 2022
~~36)~~28) Draft Declaration of Covenants - February 18, 2022
~~37) Public Works Director Comment – March 16, 2022~~
~~38) Town Engineer Comments – April 1, 2022~~
~~39)~~29) ~~Fire Marshal Comment – April 5, 2022~~

**EXHIBIT C**
Form SIA

**TOWN OF NEW CASTLE, COLORADO**
**ORDINANCE NO. TC 2022-9**

**A ORDINANCE OF THE NEW CASTLE TOWN COUNCIL APPROVING A FINAL PUD DEVELOPMENT PLAN AND PHASE 1 FINAL SUBDIVISION PLAT FOR PORTIONS OF PA 17 & 19, CASTLE VALLEY RANCH PUD**

WHEREAS, CVR Investors, Inc. (the "Applicant") is the owner of certain real property within the Town of New Castle described in the attached Exhibit A, which property is part of Planning Areas 17 and 19 of the Castle Valley Ranch Master Plan (the "Property," or "Filing 11"); and

WHEREAS, the PA 19 portion of the Property is zoned Residential (R), and the PA 17 portion is zoned Mixed Use (MU); and

WHEREAS, the Applicant submitted an application requesting approval of a combined Preliminary/Final PUD Development Plan for a 13.538-acre portion of the Property ("Filing 11") and a Preliminary/Final Plat for the first phase of Filing 11 (the "Original Application"); and

WHEREAS, the Applicant intends to develop and plat Filing 11 and the public improvements associated with the same in up to three phases; and

WHEREAS, the Town of New Castle Planning & Zoning Commission ("Commission") held a duly noticed public hearing on May 13, 2020 that was continued to May 27, 2020, to consider the Original Application; and

WHEREAS, after the public hearing was closed on May 27, 2020, the Commission, as the governing body responsible for final decisions regarding preliminary PUD plans and plats, voted to deny the preliminary portion of the Application and adopted Resolution PZ 2020-6 effective as of August 7, 2020, to document its decision; and

WHEREAS, pursuant to Section 17.100.070(D) of the Town Municipal Code, the Applicant took the Commission's decision regarding the preliminary PUD portion of the Application (the "original Preliminary Plan") to Town Council for review; and

WHEREAS, on July 21, 2020, Town Council reviewed the Commission's decision regarding the original Preliminary Plan and decided to refer the original Preliminary Plan back to the Commission for reassessment; and

WHEREAS, at its August 26, 2020, meeting, the Commission reconsidered the original Preliminary Plan based on the information and evidence presented during prior public hearings and continued a decision regarding the original Preliminary Plan to September 23, 2020; and

WHEREAS, at the September 23rd meeting, the Applicant elected to amend its original Preliminary Plan, which amendments included a new narrative, revised site plan, conceptual landscape layout, and 3-D renderings (the "Amended Preliminary Plan");

WHEREAS, a decision regarding the Amended Preliminary Plan and a public hearing regarding the same was continued to and held on November 23, 2020; and

WHEREAS, after the public hearing was closed, the Commission continued its consideration of the Amended Preliminary Plan to December 9, 2020, and again to January 13, 2021, with the consent of Applicant; and

WHEREAS, on January 13, 2021, the Commission adopted Resolution PZ 2020-9 recommending conditional approval of the Amended PUD Plan and directing applicant to submit an updated final PUD plan and preliminary/final Phase 1 subdivision consistent with the conditions set forth in Resolution PZ 2020-9; and

WHEREAS, following the adoption of Resolution PZ 2020-9, Applicant asserted that it should not be required to proceed through the final PUD and combined preliminary/final subdivision application procedures but, instead, that it should proceed directly to Council because the Commission's decisions under Resolution PZ 2020-6 and 2020-9 were recommendations, not final decisions; and

WHEREAS, on January 4, 2022, Town Council considered Applicant's argument and determined that, all things considered, Applicant could proceed to Council review of the final PUD plan and combined preliminary/final Phase 1 subdivision plat without the need for a subsequent public hearing before the Commission, provided that (i) Applicant provide public notice of the Council meeting consistent with Section 16.08.040; (ii) Council take public comment at the meeting; (iii) a member of the Commission be given the opportunity to make a presentation to Council regarding the Application; and

WHEREAS, on January 13, 2022, Applicant submitted additional PUD plan and Phase 1 subdivision materials and subsequently revised the same in response to Town comments (the "Supplemental Materials"); and

WHEREAS, on May 3, 2022, Town Council held a duly-noticed public meeting to consider the Application and took comments from Town Staff, the Applicant, and members of the public; and

WHEREAS, Council has considered the Application materials and testimony and other evidence from Staff, the Applicant, and members of the public concerning the Application; and

WHEREAS, based on the testimony and other information presented, subject to compliance with the terms and conditions of this Ordinance, Town Council finds:

1. that the Preliminary Plan is generally compatible with adjacent land uses;
2. that the Preliminary Plan is consistent with the Town's Comprehensive Plan;
3. that the Town has the capacity to serve the proposed uses with water, sewer, fire and police protection;
4. that the uses proposed within the PUD are uses permitted outright within the zoning district contained within the PUD;

5. the number of dwelling units permitted by the underlying zone district is not exceeded by the PUD plan; and
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, achieved adequate screening, buffering and aesthetic landscaping, avoids development of areas of potential hazard, ensures compliance with performance standards, and meets all other provisions of the applicable ordinances of the Town; and

WHEREAS, based on the Application and the testimony and other evidence presented to the Commission and Town Council, the Town Council desires to approve the Application 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:

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

2. Definition of the Application. The "Application" means and consists of, collectively, the Original Application, Amended PUD Plan, Supplemental Materials, and the documents and information listed on Exhibit B, which has been prepared by the Town Clerk based upon the materials properly submitted to the Town and entered into the record of the public hearings. Additionally, the "Application" includes all representations of the Applicant reflected in the minutes of the Planning and Zoning Commission public hearings referenced above and the Town Council public meetings held on July 21, 2020, May 3, 2022, and May 17, 2022. Copies of all exhibits to this Ordinance are available for inspection at the office of the Town Clerk.

3. Review Criteria. The Application was originally submitted in February 2020. In September 2020, the Town amended Chapters 16.16 and 17.100 to change the process and review criteria applicable to preliminary and final PUD and subdivision applications. Because the Application was submitted before the effective date of said amendments, the Application is being considered under the review criteria set forth in the recitals, which were in effect at the time the Application was submitted.

4. Zoning and PUD Approval.

A. Zoning. The Property remains zoned as "MU" (PA 17) and "R" (PA 19) pursuant to Section 17.104.080 of the Code; provided, however, that the development and use of Filing 11 shall be subject to the restrictions and requirements of the MF-1 Zone District of the Castle Valley Ranch PUD Zoning Regulations, Section 17.104.080 of the Code (Zone District), as may be modified by (i) the final plats for Filing 11, (ii) all other applicable provisions of the Code, and (iii) all applicable Ordinances of the Town. In the event of any conflict between the Zone District text and the final plats and/or PUD Plan for Filing 11, the Filing 11 PUD plan and final plats shall control.

B. PUD Approval. The Town Council hereby approves the Application as a final PUD development plan to include up to 81 residential units in up to 29 multi-family buildings on up to 29 blocks/lots, with the multi-family buildings, lots, roads, and open space to be platted and developed in accordance with the site plan dated February 17, 2022, (the "Site Plan") as revised to eliminate buildings 13A/B and 13C/D and correct the building numbering accordingly. To the extent, if at all, this approval provides for any increase in density, it shall apply only to the Filing 11 PUD development plan included in the Application and shall not increase the total number of residential units allowed within the entire Castle Valley Ranch PUD, which is capped at 1,400 units. Filing 11 may be platted and developed in up to three phases.

5. Subdivision Approval. The Town Council hereby grants the Applicant's request to subdivide Filing 11 into six open space parcels (A through F) and up to 29 blocks to be further subdivided and developed as follows and as depicted on the Site Plan:

**Blocks 1 – 3, 9 – 12, 15 – 18, & 20 – 29:** up to three, 3-bedroom units per Block

**Blocks 4 – 8, 14 & 19**: up to two, 3-bedroom units per Block

For all phases of Filing 11, including Phase 1, there shall be a two-step process for the final subdivision plats. First, an initial plat shall be recorded with the Garfield County Clerk and Recorder that identifies separate building envelopes or "blocks" corresponding to each of the buildings identified on the Site Plan (the "Final Block Plat"). The Final Block Plat shall also identify separate parcels and easements to be dedicated to the owners' association and rights-of-way and open space parcels to be dedicated to the Town. Building permits may be issued for the construction of each building within each block at any time after recording of the Final Block Plat, subject to all applicable building permit and code requirements and the subdivision improvements agreement for each phase.

Upon completion of each building to a level sufficient to prepare an as-built survey of the precise unit boundaries within each block, the Applicant may submit one or more second final plats depicting the unit boundaries within such block (an "Individual Building Plat").

The Phase 1 Final Block Plat included as part of the Application is hereby approved, subject to final review by the Town Attorney. Future Final Block Plats and all Individual Building Plats may be approved on a staff level without further action by the Town Council, provided that each Final Block Plat and Individual Building Plat is in substantial conformance with the final PUD development plan and Site Plan approved by this Ordinance. No individual residential dwelling unit shall be sold or conveyed into separate ownership until and unless the Individual Building Plat depicting the boundaries of such unit has been approved by Town staff and recorded in the real estate records of Garfield County.

6. Subdivision and PUD Development Agreement. The approvals herein are contingent upon the execution and recording of the Subdivision and PUD Development Agreement ("SIA") in substantially the form attached hereto as Exhibit C, subject to final review and approval by the

Town Attorney, which the Mayor and Town Clerk are authorized to execute on behalf of the Town. All terms and conditions of the SIA are incorporated by reference herein as additional conditions of approval.

7. Conditions. The Application is approved subject to compliance with the following conditions:

a. Eliminate, reorient, or reduce the following buildings that adversely impact the natural character of the Property and the livability of the community:

- Eliminate Buildings 13A/B and 13B/C to make central open space more usable and to promote outdoor recreation

b. The covenants for Filing 11 shall prohibit the parking of boats, trailers, campers, RVs, and inoperative vehicles in driveways or on public rights of way for no more than 48 consecutive hours. The final version of the covenants shall be subject to review and approval by the Town Attorney prior to recordation so as not to conflict with any conditions of approval as set forth herein or in the SIA.

c. Upgrade the open space area off of Falcon Ridge Court as a central "green" with functional active or passive space.

d. Applicant shall adequately screen the western portion of Filing 11 from the adjacent homes along South Wild Horse Drive and Mt. Harvard Court through one or more of the following:

- Widening the natural buffer along C Avenue to greater than 120 feet;
- Heavily landscaping Open Space A as shown on the Preliminary Plan with trees to obscure the line-of-site; or
- Installing at least three trees near the rear lot line of each Jot along the west side of Filing 11 and including a provision in covenants for Filing 11 regarding on-going HOA maintenance and replacement of the same.

e. Identify all permanent snow storage easements on the final plat and any temporary locations on the phasing drawings. Except for the off-street parking area south of Serenity Park Circle, snow storage easements will include all areas identified in the final application packet in addition to easements between buildings 28 & 29 and buildings 26 & 27 as shown on the Site Plan. Snow storage shall be free of all obstructions including fences.

f. Install street signage stating, NO PARKING ON STREETS 48 HOURS AFTER A SNOWFALL EVENT OF 2" OR MORE.

g. Provide 5' landscape ("green") buffers between the road and sidewalks along the outer radial lane of Serenity Park Circle for snow storage.

h. The boundary of the open space area at the southwestern end of Filing 11 shall be revised to incorporate the entire length of the trail that connects to Serenity Park Circle as shown on the Site Plan. Said open space and trail shall be owned and maintained by the HOA for the development but shall be open for public use.

i. Design Bear Canyon Dr. as a 60' right-of-way according to comments from the Public Works Director. No homes in this filing or any future filing north of the southern intersection of Serenity Park Circle and Bear Canyon Drive shall front or be accessed off of Bear Canyon Drive. Parking shall be allowed on both sides of Bear Canyon Drive.

j. Specify on the plat that Open Space A shall be owned and maintained by the Town, all other open space areas within the development shall be owned and maintained by the HOA, and trails within Open Spaces A & B will be constructed by the Applicant as agreed upon at the public hearing dated May 13th, 2020.

k. Provide a construction phasing plan. Identify, at minimum, each of the following components:

- Buildout phases;
- Schedule that identifies the sequencing of construction, sequencing of occupancy, traffic flow, and traffic control plans during construction;
- Storage and staging areas for construction equipment and materials;
- Illustrate drainage and erosion control best management practices (BMP's);
- Conformance to all requirements and specifications approved by the fire marshal concerning temporary access for each phase including, but not limited to, temporary hammerhead turnarounds at dead end streets and any necessary ingress/egress routes for emergency personnel and equipment during construction

l. Request approval of street names through Garfield County Communications to avoid any duplication of names in the county dispatch area.

m. Demonstrate that all exterior illumination shall comply with acceptable International Dark-sky Association (IDA) standards.

n. Provide a conceptual landscape plan to staff for each phase illustrating size, type and location of plant materials and an irrigation plan, if applicable. Plans submitted to obtain a building permit for any dwelling in Filing 11 shall demonstrate no more than 2,500 square feet of sod per dwelling unit as specified in 13.20.060 of the Municipal Code.

o. Designate locations of mailbox kiosks with written authorization from the local postmaster.

p. Prior to recordation of each Final Block Plat, submit an exhibit and conveyance document(s) in a form acceptable to the Town Attorney outlining the necessary water rights (potable and/or raw) required for dedication for each phase of Filing 11.

q. Prior to the recordation of any Filing 11 phase plat, the Applicant shall enter into a subdivision improvements agreement with the Town for each phase of the development in a form acceptable to the Town Attorney.

r. All representations of the Applicant made verbally or in written submittals presented to the Town in conjunction with the Application before the Commission or Town Council shall be considered part of the Application and binding on the Applicant.

s. The Applicant shall comply with all applicable building, residential, electrical and municipal code requirements, including all sign code regulations, as well as all recommendations of the Town Engineer and Town Public Works Director set forth in their letters dated April 1, 2022, and March 16, 2022, respectively, when developing Filing 11;

t. 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.

u. Dedicate for public use a single-track hiking and biking easement at the base of Ganley Hill as a trail connector between Mount Medaris and Prendergast Hill.

v. Diversify color and texture of the buildings within the subdivision.

w. The construction phasing plan shall conform to all requirements and specifications approved by the Fire Marshall concerning temporary access for each phase including, but not limited to, temporary hammerhead turnarounds at dead end streets and any necessary ingress/egress routes for emergency personnel and equipment during construction.

8. Effective Date. This Ordinance shall be effective 14 days after final publication pursuant to Section 4.3 of the New Castle Charter.

9. Severability. Each section of this Ordinance is an independent section and a holding of any section or part thereof to be unconstitutional, void, or ineffective for any cause or reason shall not be deemed to affect the validity or constitutionality of any other section or part thereof, the intent being that the provisions hereof are severable.

INTRODUCED on May 3, 2022, 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 May 17, 2022, read by title and number, passed with amendments, approved, and ordered published as required by the Charter.

TOWN OF NEW CASTLE, COLORADO,
TOWN COUNCIL

_____
Art Riddile, Mayor

ATTEST:

_____
Melody Harrison, Town Clerk

EXHIBIT LIST

A Property Description

B Application Materials

C Subdivision and Development Agreement

# EXHIBIT A
Legal Description

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3) Applicant Response to Referrals - SGM
4) Public Notice (for May 13, 2020, and November 23, 2020 public hearings)
5) List of Property owners within 250' of Development
6) Affidavit as to Notice of Public Hearing (May 13 & November 23, 2020)
7) Agreement to Pay Consulting Fees & Expenses, February 15th, 2019
8) Title Commitment + Legal Description
9) Soils Report - A.G. Wassenaar
10) Drainage Calculations - SGM
11) Utility Report – SGM dated March 18, 2020
12) Traffic Impact Study - SGM dated March 18, 2020
13) Construction Drawings
14) Architectural Floorplans
15) Updated site/phasing plan dated May 27, 2020
16) Narrative submitted October 30, 2020
17) Amended/revised site plan submitted October 30, 2020
18) Conceptual landscaping plan submitted October 30, 2020
19) 3D renderings submitted October 30, 2020
20) Applicant Response to Recommended Conditions – November 16, 2021
21) Applicant's Attorney Response ("Myler Letter") to Procedures – December 11, 2021
22) Plat & Site Plan – February 18, 2022
23) Final Phasing & Snow Storage Plan - February 18, 2022
24) Final Civil Drawings – February 18, 2022
25) Final Landscaping Plan - February 18, 2022
26) Example Floor Plans - February 18, 2022
27) Draft Declaration of Covenants - February 18, 2022

**EXHIBIT C**
Form SIA

**SUBDIVISION AND PUD DEVELOPMENT AGREEMENT**
**FOR CASTLE VALLEY RANCH FILING 11, PA 17 & 19, PHASE 1**

THIS SUBDIVISION AND PUD DEVELOPMENT AGREEMENT (hereinafter "AGREEMENT") is made this ___ day of _____, 2022, by and between the TOWN OF NEW CASTLE, COLORADO, a home rule municipality ("Town") and CVR INVESTORS, INC. ("Developer"):

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property located within the Castle Valley Ranch PUD in the Town of New Castle, Colorado, more particularly described on Exhibit A hereto, which property is part of Planning Areas 17 and 19 of the Castle Valley Ranch Master Plan (the "Property"); and

WHEREAS, Developer has filed an application with the Town seeking approval of a Final PUD Development Plan ("Final Plan") for a 13.538-acre portion of the Property ("Filing 11") for the creation of a total of 85 residential units in 31 buildings within Filing 11 to be developed in up to three phases. Applicant has also filed an application with the Town seeking approval of a final subdivision plat for Phase 1 of the development ("Phase 1 Final Plat"); and

WHEREAS, the Town Council has approved the Final Plan and Phase 1 Final Plat subject to the terms and conditions set forth in Ordinance No. TC 2022-9; and

WHEREAS, as stated in Ordinance No. TC 2022-9, a Subdivision and PUD Development Agreement between the Town and Developer is required for each phase of development of Filing 11; and

WHEREAS, the parties desire to enter into this Agreement for Phase 1 of the development of Filing 11; and

WHEREAS, the approvals cited above are contingent upon the express condition that all obligations and duties created by this Agreement are faithfully performed by the Developer.

NOW, THEREFORE, for and 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 hereto agree as follows:

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

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions to be met by the Developer in connection with developing Phase 1 of Filing 11 and to set forth the fees to be paid by the Developer in connection with the Phase 1 development.

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All terms and conditions contained herein are in addition to all terms and conditions of Ordinance No. TC 2022-9, the Town Code, and state and federal statutes, and all previously recorded agreements with the Town affecting the Property and are not intended to supersede any requirements contained therein, except where specifically provided in this Agreement.

3. Definition of the Application and Terms. For purposes of this Agreement, the "Application" consists of all the documents and information listed in Exhibit B attached to Ordinance No. TC 2022-9, which are incorporated herein by reference. Any terms defined in Ordinance TC 2022-9 shall have the same meaning for purposes of this Agreement.

4. Representations Reflected in the Minutes. The Developer shall comply with all representations made by the Developer or its agents or representatives and reflected in the minutes of the Planning Commission public hearings and Town Council meetings regarding the Application.

5. Public Improvements. The Public Improvements required by this Agreement for Phase 1 are listed in **Exhibit B** attached hereto ("Public Improvements"), and the estimated costs for construction of such improvements are set forth therein. All Public Improvements shall be installed and completed at the expense of the Developer. The Public Improvements shall be constructed in conformance with the Town of New Castle Public Works Manual then in effect, the plans and specifications submitted by the Developer and approved in writing by the Town Engineer, and any utility plan (hereinafter collectively referred to as "Plans and Specifications"). The Plans and Specifications are part of the Application. The Developer shall install the Public Improvements in compliance with the Plans and Specifications and in accordance with the terms and provisions of this Agreement and the Town Code. To the extent that any underground public improvements are installed within easements outside the public right-of-way, the Town shall have no duty to repair or restore sidewalks, stairs, landscaping, or other private improvements that may be damaged or removed during excavation for repair, maintenance, or replacement of such underground facilities. Maintenance of any onsite drainage easements and detention ponds shall be the responsibility of the owner's sub-association and not the Town; provided that if the sub-association fails to do so then the Town shall have the right, but not the obligation, to perform such maintenance and to charge such expenses to the sub-association.

6. Construction Observation and Inspection.

A. Pre-Construction Meeting. Developer shall hold a pre-construction meeting between the Town Engineer and the Developer and Developer's engineer and contractor for the purpose of discussing all construction issues that will be required for this project.

B. Construction Inspection by Developer. Developer shall be responsible for ensuring that its certified professional engineer provides construction

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inspection services as necessary to allow Developer's engineer to provide, when improvements are submitted to the Town for acceptance, a stamped certification that the Public Improvements have been constructed in accordance with the Plans and Specifications approved by the Town.

C. Construction Observation by the Town. The Town shall have the right to make engineering inspections at reasonable intervals and at the Developer's expense during construction of the Public Improvements. Observation, acquiescence in, or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute Town acceptance of any Public Improvements. Town approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the Town in monitoring the installation of the Public Improvements, a supervisor employed by the Developer shall inspect the Public Improvements on at least a weekly basis and shall provide the Town Engineer with the supervisor's field and inspection notes relating to the installation of the Public Improvements. The supervisor shall regularly apprise the Town Engineer of the status of the work on the Public Improvements. Further, the Developer, at its own expense, shall have an approved geotechnical engineer monitor the methods of construction and backfill to ensure such work is being completed in conformance with the approved Plans and Specifications, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing as reasonably directed by the Town Engineer. The Town agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by the Town of the Public Improvements, which approval and acceptance shall only occur pursuant to Paragraphs 7 and 8 below.

7. Completion of Public Improvements; Approval. The Developer shall complete all Public Improvements no later than one year from the date of recording of the Phase 1 Final Plat. Said period may be extended in writing by Town staff for a period of up to six (6) months, provided the performance guarantee provided pursuant to Paragraph 10 is similarly so extended by Developer in a form approved by Town staff. Developer is entitled to begin construction of the Public Improvements at any time after the Application is approved, the Phase 1 Final Plat is recorded, and all necessary permits have been obtained. However, any construction performed in a public right-of-way and all ties to Town utilities must be completed (1) within 180 days of the date such construction begins and (2) no later than one year from the issuance of a building permit, unless said date is otherwise extended as provided herein. Additionally, no construction related to any other phase of development may occur until a final plat and subdivision improvements agreement is approved and recorded for said phase.

Upon the Developer's completing construction of the Public Improvements, the

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Developer or its engineer shall certify in writing that the improvements have been completed in conformance with the Plans and Specifications and submit to the Town a completed acceptance checklist on a Town-approved form. Thereafter, and within ten (10) business days after Developer's request for final inspection, the Town Engineer shall inspect the Public Improvements and notify the parties in writing and with specificity of their conformity or lack thereof to the Plans and Specifications. The Developer, it its expense, shall make all corrections necessary to bring the Public Improvements into conformity with the Plans and Specifications. The Developer shall, at its expense, have "as-built" drawings of the Public Improvements prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the Town may require. The Developer shall also prepare a summary of the actual construction costs of all Public Improvements to be dedicated to the Town. The "as-built" drawings and costs summary shall be forwarded to the Town for review and approval. Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the Town Engineer shall promptly notify the parties in writing that all Public Improvements are in conformity with the Plans and Specifications, and the date of such notification shall be known as the Engineering Acceptance Date. The Town shall be under no obligation to provide any water or sewer service until all water and sewer Public Improvements are brought into conformance with the Plans and Specifications as determined by the Town Engineer.

8. Town Council Acceptance; Conveyance. Within thirty (30) days of the Engineering Acceptance Date, the Developer shall execute a bill of sale conveying any portion of the Public Improvements constituting personal property to the Town, free and clear of all liens and encumbrances. The matter shall be submitted to the Town Council for final acceptance in accordance with the procedures set forth in Section 16.32.020 of the Town Code. As a condition precedent to Town Council's acceptance of the Public Improvements, Developer shall provide the Town with a policy of title insurance for at least $25,000 to insure any property dedicated to the Town, which shall be free and clear of any liens or encumbrances. The title insurance policy may contain exceptions only as reasonably determined by the Town Attorney. The effective date of any resolution of acceptance under said section shall be known as the Final Acceptance Date. The Town Council may condition Final Acceptance on the provision of additional collateral from the Developer to secure warranty obligations pursuant to Section 16.32.020(B) of the Town Code, which collateral will not to exceed fifteen (15) percent of the total cost of all Public Improvements secured by this Agreement.

9. Warranty. Developer shall warrant any and all Public Improvements and facilities conveyed to the Town pursuant to this Agreement for a period of two (2) years from the Final Acceptance Date. Specifically, but not by way of limitation, Developer shall warrant that:

A. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
B. Any and all facilities so conveyed shall be free of any defects in materials or workmanship for a period of two (2) years, as stated above; and
C. The title conveyed shall be good and its transfer rightful.

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10. Performance Guarantee. The total amount of required security for the Public Improvements shall be 100% of the total amount specified on Exhibit B.

A. In order to secure the construction and installation of the Public Improvements for which the Developer is responsible, the Developer shall, prior to recording of the Phase 1 Final Plat, provide the Town with an irrevocable letter of credit issued or confirmed by a commercial banking institution or other form of security approved by the Town Attorney based on the criteria set forth in Section 16.32.010 of the Town Municipal Code. Said letter of credit or other form of security that shall be valid for at least 18 months from the date of recording of the Phase 1 Final Plat. If the time for completion of the Public Improvements is extended, the letter of credit or other form of security shall be similarly extended. Under the terms of the letter of credit or other form of security, the Town shall be allowed to present drafts and accompanying documents to the issuing institution by overnight courier. The Town shall have the right to review and approve all terms and conditions of the letter of credit or other approved form of security prior to accepting it.

B. If the improvements are not completed within the required time, this shall constitute a default. If the guarantee is not sufficient to pay the actual costs, the Developer shall be responsible for the balance. A portion of the performance guarantee may be released as specific improvements are completed and approved in accordance with the procedures set forth in Section 16.32.020(A) of the Town Code.

C. The required security for the Public Improvements is the amount mutually agreed upon by the Developer and the Town Engineer as set forth on Exhibit B attached hereto, which includes a 10% contingency. The parties agree that this amount does not necessarily reflect the Town Engineer's estimate of what the actual cost to the Town would be if the Town was required to fund construction of all of the Public Improvements. In the event the costs of the Public Improvements exceed the amount set forth on Exhibit B, Developer shall be solely responsible for the actual cost. The purpose of Exhibit B is solely to determine the amount of security and shall be revised as necessary to reflect the actual costs, and the performance guarantee required by this Agreement shall be adjusted accordingly. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.

D. The parties expressly agree that Developer's preparation and submission to the Town of as-built drawings and a summary of actual construction costs for the Public Improvements to be dedicated to the Town are essential requirements of this Agreement. In the event that Developer fails

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to provide the as-built drawings and summary to the Town fifteen (15) business days prior to the expiration of the performance guarantee or any extension thereof, such failure shall constitute a breach of this Agreement with regard to the completion of the Public Improvements, damages for which are impossible to ascertain, entitling the Town to liquidated damages in the amount of $15,000, which the Town may collect pursuant to the default and breach provisions of this Agreement.

E. Neither approval of any reduction to the approved form of security, nor any other reduction in security, shall be construed as the approval or acceptance of any of the Public Improvements, which approval and acceptance shall only occur pursuant to Paragraphs 7 and 8, above.

11. Temporary Irrigation. Developer agrees to construct and install, at Developer's sole expense, an irrigation system sufficient to irrigate all disturbed areas requiring revegetation. The plans and specifications for such system shall be subject to the approval of the Town Engineer and shall be part of the Public Improvements for purposes of this Agreement. Irrigation systems in the drainage ways and re-vegetated slopes may be installed temporarily and may be removed when revegetation has been established and irrigation is no longer necessary. Developer may use raw water to comply with this provision of the Agreement.

12. Weed and Dust Control. Prior to issuance of a building permit, Developer shall submit a Weed and Dust Management Plan that complies with the Town of New Castle Noxious Weed Management Plan. Developer agrees to comply with and be bound by this plan throughout the development and approved operation of Filing 11. Developer further agrees to reseed Filing 11 according to the seed mix used and approved by the Town's Park Department. All landscaping described in the Application, and seeding and revegetation of all disturbed areas shall be considered part of the Public Improvements within the meaning of this Agreement.

13. Off-Site Easements and Dedications. Prior to issuance of a building permit, the Developer shall cause documents of conveyance for all off-site easements and/or dedications, if any, to be recorded in accordance with forms subject to approval of the Town Attorney.

14. EQRs. The EQR rating development of the Phase 1 of Filing 11 shall comply with the Table of Equivalent Units ("EQRs") as set forth in Chapter 13.20 of the Town Code, as in effect at the time of application for a building permit. As of the date of this Agreement, the Town Code provides for the EQR calculations for Phase 1 set forth in **Exhibit C**.

If the plans for any of the buildings or units in Phase 1 are modified to change the number of bedrooms, square footage, or other factors described in the Table of Equivalent Uses, then the EQR ratings set forth above shall be adjusted to conform to the Town Code, and the water rights dedication fees and tap fees shall be adjusted

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accordingly, with the difference either credited to or paid by the Applicant as appropriate. Any such modifications shall be subject to the procedures for amendment of a PUD development plan as set forth in Section 17.100.110 of the Town Code.

15. Irrigation Water. Developer may utilize the New Castle municipal potable water system or the raw water system for the irrigation of common areas within Filing 11. The EQR calculations set forth in Exhibit C shall account for irrigation, and irrigated area in Phase 1 shall not to exceed _____ square feet. If the Developer chooses to install a raw water irrigation system pursuant to plans approved by the Town Engineer, then Developer may be entitled a 25% reduction in water tap fees pursuant to Section 13.38.030 of the Town Code. Nothing herein guarantees the availability of raw water to serve Filing 11, which shall be determined by the Town in its sole discretion. Any irrigated area in excess of _____ square feet shall require payment of additional tap fees and water rights dedication or fees in lieu pursuant to the Town Code. There shall be no reduction in tap fees or dedication fees for any reduced irrigated area.

16. Water Rights Dedication. Developer shall complete the transfer and dedication of water rights in the amount specified in Exhibit D. Such dedication shall be accomplished via special warranty deed within six months of the date this Agreement is recorded.

17. Payment of Tap Fees. Developer shall pay water and sewer tap fees in the amount provided in Chapter 13.20 of the Town Code to account for the total EQR rating for Filing 11 as set forth on Exhibit D. Pursuant to Section 13.20.020 of the Code, all tap fees shall be paid at the time Developer applies for utility service, *i.e.* at the time of issuance of a building permit.

18. Grading and Excavation. No grading or excavation shall occur on Filing 11 until the Phase 1 Final Plat has been recorded and security has been provided for all Public Improvements as required by this Agreement. Notwithstanding Developer's proposed phasing plan for full development of Filing 11, all of Filing 11 shall be excavated, graded, and reseeded during Phase 1.

19. Wildland Fire Mitigation. The Colorado River Fire Rescue District ("District") Fire Marshal has identified an area of land on the western edge of Filing 11 and on Town-owned property adjacent thereto that requires wildfire and fire fuel reduction and mitigation. Within three months of recordation of this Agreement and the Phase 1 Final Plat, the Town and Developer will finalize the scope of work for the wildfire mitigation deemed necessary by the District. Once the scope of work is approved by the District and the Town, Developer will coordinate the completion of the scope of work, and the Town and Developer will split equally the cost of such work. The scope of work must be completed prior to the issuance of the first certificate of occupancy for Phase 1.

20. Conditions of Building Permit/Certificate of Occupancy. In addition to all requirements of the Town Code, the Town Building Code, and any requirements imposed by operation of state, federal, or local law, no building permits shall be issued for Phase 1 until:

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A. The Phase 1 Final Plat and this Agreement have been approved by Town Staff and Town Attorney, signed by all required parties, and recorded with the office of the Garfield County Clerk and Recorder.

B. Town staff approves a construction phasing plan that identifies, at minimum, each of the following components:

1. Buildout phases and timeline
2. Schedule that identifies the sequencing of construction; sequencing of occupancy; traffic flow for construction equipment, pedestrians, and private vehicles during each phase; and traffic control plans during construction
3. Safety measures or procedures isolating construction from occupied units
4. Storage and staging areas for construction equipment and materials
5. Illustrative drainage and erosion control best management practices
6. Elements relative to the phasing construction such as topsoil storage and treatment of roadway subgrade (i.e., reclamation and/or revegetation)
7. Conformance to all requirements and specifications approved by the fire marshal concerning temporary access for each phase including, but not limited to, temporary hammerhead turnarounds at dead end streets and any necessary ingress/egress routes for emergency personnel and equipment during construction

C. All conditions and concerns identified in the Public Works Department and Town Engineer reports attached collectively hereto as **Exhibit D** have been addressed and resolved to the satisfaction of Town staff;

D. All complete construction plans, drawings, and estimates and all other plans required under the Town Code or this Agreement, including, but not limited to, a dust and weed mitigation plan, lighting plan, and final geotechnical report, have been submitted to and approved by Town staff;

E. All invoices from the Town have been paid by Developer;

F. The Castle Valley Ranch Design Review Committee has approved all plans and designs for Filing 11 as required by the Castle Valley Ranch governing documents and the Town Code;

G. All off-site easement and/or dedication conveyance documents are fully-executed and properly recorded with the Garfield County Clerk & Recorder's office; and

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H. Developer has paid all tap fees and water rights dedication fees;

No Certificate of Occupancy shall be issued until:

A. The Town Engineer has determined that Filing 11 has adequate access and that all water and sewer utility improvements have been completed and accepted by the Town.

B. Developer submits, and Town Staff approves, an adequate safety plan to ensure that ongoing construction of other buildings and improvements on Filing 11 does not interfere with the health and safety of any residents.

C. The wildland fire mitigation work described in Paragraph 19 has been completed.

21. Fees and Expenses. Developer agrees to reimburse the Town for any and all fees and expenses actually incurred by the Town in connection with or arising out of the development of Filing 11, the applications and approvals referenced in Ordinance No. TC 2022-9 and this Agreement, including, without limitation, all of the Town's planning, engineering, surveying, and legal costs, copy costs, recording costs, and other expenses whatsoever. Developer shall pay all such fees and costs as they come due.

22. Voluntary Agreement. Notwithstanding any provision of the Town Code, this Agreement is the voluntary and contractual agreement of the Developer, Owner, and the Town. Developer and Owner agree that all terms and conditions of this Agreement, including, specifically, the payment of all fees, and the completion and satisfaction of all terms and conditions of Ordinance Nos. TC 2022-9, are agreed to and constitute the voluntary actions of the Developer and Owner.

23. Breach by Developer; Town's Remedies. In the event of any default or breach by Developer of any term, condition, covenant, or obligation under this Agreement, the Town Council shall be notified immediately. The Town may take such action as it deems necessary to protect the public health, safety, and welfare and to protect the citizens of the Town from hardship. The Town's remedies include any one or more of the following:

A. Refusing to issue to Developer any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the Town until after the affidavit described below has been recorded;

B. Recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the Town Attorney and signed by the Town Administrator or his designee, stating that the terms and conditions of this

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Agreement have been breached by Developer. At the next regularly scheduled Town Council meeting, the Town Council shall either ratify the recordation of said affidavit or direct the Town Administrator to record an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further development may occur on Filing 11 until the default has been cured. An affidavit signed by the Town Administrator or his designee and approved by the Town Council stating that the default has been cured shall remove the restriction on further development of Filing 11;

C. A demand that the security given for the completion of the Public Improvements be paid or honored;

D. The refusal to consider further development plans within Filing 11 or the Property; and/or

E. Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town or Town residents, the Town shall provide Developer ten (10) days' written notice of its intent to take any action under this paragraph during which ten-day period Developer may cure the breach described in said notice and prevent further action by the Town. Furthermore, unless an affidavit as described above has been recorded with the Garfield County Clerk and Recorder, any person dealing with Developer shall be entitled to assume that no default by Developer has occurred hereunder unless a notice of default has been served upon Developer as described above, in which event Developer shall be expressly responsible for informing any such third party of the claimed default by the Town.

24. Assignment. This Agreement may not be assigned by Developer without the prior written consent of the Town, which consent shall not be unreasonably withheld and shall be based, among other things, upon the financial capability of the proposed assignee to perform the terms of this Agreement. In the event Developer desires to assign its rights and obligations herein, it shall so notify the Town in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.

25. Indemnification. Developer agrees to indemnify and hold the Town harmless from any and all claims or losses of any nature whatsoever incurred by the Town resulting from the development of Filing 11 and all other approvals pursuant to Ordinance No. TC 2022-9, including, but not limited to, any claims regarding insufficient notice of any public meeting or hearing concerning the Application. This indemnification shall include actual attorneys' fees incurred in the event that any party brings an action against the Town for any of the approvals described herein. The parties hereto intend not to duplicate any legal services or other costs associated with the defense of any claims against either party described in this section. The parties hereto agree to cooperate in full to minimize expenses incurred as a result of the indemnification herein described.

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26. Waiver of Defects. In executing this Agreement, Owner and Developer waive all objections either may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on Owner or Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

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

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

29. Invalid Provision. If any provisions 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.

30. 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 the state courts located in Garfield County, Colorado, and all parties consent and agree to the jurisdiction and venue of such courts.

31. Attorneys' Fees; Survival. Should this Agreement become the subject of litigation to resolve a claim of default in performance by the Developer, 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.

32. 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.

33. Counterparts; Signatures. 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. The parties hereto consent to the use of electronic signatures, which shall be as binding as if they were handwritten.

34. Owner Bound. Owner agrees that it is and will be bound by the terms of this Agreement and that the Town may enforce the terms hereof against Owner in the event Developer does not perform hereunder. Owner and Developer are jointly and severally liable under this Agreement.

35. 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

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prepaid, to the addresses of the parties herein set forth. A courtesy copy may also be sent by e-mail. All notices so given shall be considered effective three (3) mail delivery days 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<br>P. O. Box 90<br>New Castle, CO 81647<br>Phone (970) 984-2311<br>Fax (970) 984-2312 |
| With a copy to: | David H. McConaughy, Esq.<br>Garfield & Hecht, P.C.<br>910 Grand Avenue, Suite 201<br>Glenwood Springs, CO 81601<br>Phone (970) 947-1936<br>Fax (970) 947-1937<br>E-mail: dmcconaughy@garfieldhecht.com |
| Notice to Developer: | CVR Investors, Inc.<br>P.O. Box 1380<br>Carefree, AZ 85377<br>Phone: _____<br>E-mail: _____ |
| With a Copy to: | David J. Myler<br>The Myler Law Firm, P.C.<br>211 Midland Avenue, Suite 201<br>Basalt, CO 81621<br>Phone: (970) 927-0456<br>E-mail: dmyler@mylerlawpc.com |

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

TOWN OF NEW CASTLE, COLORADO

_____
Art Riddile, Mayor

ATTEST:

_____
Town Clerk

STATE OF COLORADO )
) ss.
COUNTY OF GARFIELD )

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2022, by Art Riddile, as Mayor, and by Melody Harrison, as Clerk, for the Town of New Castle, Colorado, a Colorado home rule municipality.

WITNESS my hand and official seal.
My Commission expires:

_____
Notary Public

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**CVR INVESTORS, INC**.

By:_____
Name:
Title:

STATE OF COLORADO )
) ss.
COUNTY OF _____ )

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2022, by _____ as _____ (title) of CVR Investors, Inc., a Colorado corporation.

WITNESS my hand and official seal.
My Commission expires:

_____
Notary Public

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# EXHIBIT A

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 5 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" € 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

**EXHIBIT B**

Phase 1 Public Improvements Cost Estimate

DRAFT

**EXHIBIT C**

Phase 1 EQR Calculations

DRAFT

**EXHIBIT D**

Public Works and Engineering Comments

DRAFT

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

**Planning & Code Administration Department**
**Phone:** (970) 984-2311
**Fax:** (970) 984-2716

## Staff Report

**Castle Valley Ranch Filing 11**
**Combine Final PUD & Subdivision Development Plan**
**Town Council – May 3, 2022**

Report Compiled: 4/28/2022

### Project Information

| | |
|---|---|
| **Name of Applicant:** | CVR Investors, Inc and its assigns |
| **Applicant's Mailing Address:** | 1038 Country Club Estates Dr., Castle Rock, CO |
| **Phone/Email:** | 303-549-1916; aa@hackstafflaw.com |
| **Property Owner:** | CVR Investors, Inc. (Aaron Atkinson) |
| **Owner Mailing Address** | Same as applicant |
| **Proposed Use:** | 85 dwelling units on 30 individual lots, zoned MF-1 |
| **Legal Description:** | 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<br>Section: 31 Township: 5 Range: 90 A PARCEL OF LAND SITUATE IN THE N1/2 SEC 31 CONT 15.505 AC AKA PARCEL 5 |
| **Street Frontage:** | Castle Valley Blvd |
| **Master Plan Zoning:** | Residential (R) & Mixed Use (MU) |
| **Surrounding Zoning:** | Single Family – North & South Wildhorse Dr.<br>Multifamily – Redstone Dr. & Foxwood Ln.<br>Mixed Use & Residential General Zoning – Parcels North & East of proposed |

## ***I General History:***

The application for Filing 11 was initially submitted for sketch plan review on August 2nd, 2019 followed by a combined preliminary/final PUD and subdivision application submitted on February 10th, 2020. After several amendments, the application was denied by the Planning Commission (P&Z) on June 20th, 2020, as reflected in resolution PZ 2020-6 for reasons summarized in the staff report dated August 26th, 2020 and further discussed on page 4 of this report. Upon appeal of this decision to Town Council, the applicant was granted an opportunity for re-evaluation with P&Z. On January 13th, 2021, after a lengthy process of review and changes to the application, P&Z advanced the application from preliminary application status to final application status with the conditional approval set forth in Resolution PZ 2020-9. Resolution PZ 2020-9 was issued with the understanding that only the preliminary portion of the original application was under consideration, and that the applicant would return to P&Z with a completed final application addressing the conditions issued, as well as provide the required additional information needed to meet the submittal requirements of a final application.

Pursuant to municipal code (MC 17.100.070) P&Z is authorized to make binding decisions only on preliminary PUD applications. Final PUD applications are subject to review and recommendation by P&Z and a final and binding decision by Town Council only. After Resolution PZ 202-9 was adopted, Applicant's attorney submitted a letter arguing that a combined preliminary/final application should be viewed as and subject to the procedures applicable to a final application with all preliminary elements included. Therefore, the applicant argues, when P&Z denied the original combined preliminary/final application on June 20th, 2020, P&Z should have only been functioning as a *recommending* body (See Attorney David Myler's letter dated, November, 22, 2021)and the application should have proceeded to Council to make the ultimate binding decision on the application.

On January 4th, 2022, Town Council considered Applicant's procedural argument and decided that, all things considered, it was best to consider the application on its current merits and not require a new final PUD application submittal and related process, including another public hearing before P&Z. Instead, Council agreed to consider the preliminary/final application submitted in February 2020, subject to any amendments the Applicant chose to make in response to Resolution PZ 2020-9. Following staff review of updated application materials submitted on January 12, 2022, the Council meeting regarding the application was set and officially noticed for May 3rd, 2022. The applicant and the town agreed that public comment will be taken during the meeting, and that a representative from P&Z will be allowed to comment.

The application packet presented to Council contains the original preliminary/final application materials submitted in February 2020, and amendments to those materials made by applicant in response to negotiations between P&Z and the applicant as well as the conditions recommended by P&Z in Resolution PZ 2020-9. Ordinance TC 2022-9 presents a proposed determination regarding the application. Council may approve the application, with all, some, or none of the conditions proposed in Ordinance TC 2022-9, or deny the application. If Council votes to deny the application and ordinance on first reading, no further action is required. If Council votes to approve the application and ordinance on first reading, the ordinance, as may be amended by Council on first reading, will be presented to Council again at its next regular meeting for approval on second reading.

### *A. Sketch Plan – 10/1/2019*

A sketch plan application for Filing 11 was reviewed by P&Z on September 11, 2019,

and by Council on October 1, 2019. At that time the proposal contemplated 96 multi-family dwelling units comprised entirely of tri-plexes and four-plexes similar in style to existing units along Redstone Dr. and Foxwood Ln. in Castle Valley Ranch. The 13.5 acre proposal spanned both mixed-use and residential zones south of Castle Valley Blvd and east of S Whitehorse Dr. The general concept of the sketch plan – lot sizes, open space, trails, & roads – tracked closely with a prior application submitted by Village Homes, Inc. in 2008. The 2008 application was for 62 single-family homes and was ultimately withdrawn.

At both meetings it was noted by the Applicant that the sketch plan demonstrated substantial compliance with the municipal code, adopted model codes, public works manual, and the Comprehensive Plan (*CP*). Staff acknowledged that the overall *design* conformance was substantial, however, it disputed the degree of continuity with the *CP* and aspects of the CVR Master Plan. Staff maintained that though strict compliance with the *CP* may not be practical in some cases, the *CP* is intended to provide qualitative and quantitative guidance for future land use and is made binding by virtue of its inclusion of the approval criteria for land development applications pursuant to C.R.S. 31-23-206 and Chapter 17.100 of the New Castle Municipal Code.

The sketch plan process produced points of consensus and debate. Those included:

Points of Consensus:

- For a preliminary/final application, all submittal components need to be thorough and complete prior to meeting with P&Z and Town Council.
- The Applicant's product – triplexes on Redstone Dr and Foxwood Ln – has generally been well received by buyers. The units are energy efficient with various modern amenities.
- The typical price-point has been competitive with Lower Valley multi-family development.
- High density residential is better suited along and south of Castle Valley Blvd. (CVB) rather than in the vacant parcels to the north of CVB.
- Land use proposals should prioritize the health and well-being of the community.
- An east-west connector trail should be integrated into the design.
- A looped raw water system is best practice for landscape irrigation.
- View planes should be preserved as much as feasible.

Points of Debate:

- Two-thirds of the proposed development consists within a mixed-use zone as specified by the Castle Valley Ranch Master Plan. Areas of strategic, small-scale commercial development should be considered in fidelity with the vision of mixed-use in the *Comprehensive Plan*.
- The developer is currently party to a restrictive covenant committing them to no more than 303 additional residential units and no commercial development. The Town is not a party to this agreement and takes a position that this restrictive covenant does not change the approved zoning for the area, or relieve the applicant from developing this area as currently zoned.
- Pedestrian circulation should be improved to provide direct access to open space, parks, and other areas throughout the Castle Valley Ranch PUD.
- Diversity of dwelling units should be included into the design rather than the

same style throughout.

- The density and design of multi-family homes seemed misplaced when directly bordering larger single-family homes on S Wildhorse Dr. Transitions should be more subtle.
- Trail connectivity was limited. The proposed Open Space D was not useful. A park amenity would be a better use of that location.
- Off-street parking, though compliant with codes, would create ongoing challenges for traffic flow and snow storage given the density, road widths, attached sidewalks, and propensity of residents to have more than two cars per household or using their garages as storage.
- Snow storage was not adequately specified on the site plan.
- C Ave might be considered for a future emergency access road, in hindsight to the small fire that broke out on Mt. Medaris in the summer of 2019.
- There should be separation between the curb and sidewalk for pedestrian safety and snow storage.
- The proposal did not sufficiently represent the Smart–Growth model endorsed by the *Comprehensive Plan*. Smart-Growth promotes sustainable communities with compact residential mixed with commercial amenities and services, all reasonably accessible without vehicles.
- There was dissatisfaction with not knowing the development plan with the neighboring parcels. Without visibility it would be difficult to assess the appropriateness of the current proposal with the overall community. A master plan amendment was recommended to flesh-out those details.

Per Council request, the Applicant presented the conceptual plan to the general public at an open house. The meeting unfortunately was not well attended, but the few attendees did provide feedback based on comparisons with Redstone Dr. & Foxwood Ln. and their recollection of the original application for Filing 11 in 2008. The units have generally been well-built and at an attractive price-point to a variety of consumers. However there was comment that the build-out could have better planned for parking, traffic flow, and non-vehicular movement.

### *B. Denial of Preliminary/Final Application 5/13/2020 to 8/7/2020*

On May 13, 2020, the New Castle Planning Commission opened the public hearing for Resolution PZ 2020-06 on a combined preliminary/final PUD and subdivision application for Filing 11 in Castle Valley Ranch. Based on feedback received during sketch plan, the application was modified to 91 duplex, triplex, and four-plex units on approximately 13.5 acres. At the continuance on May 27, 2020, the Commission – as the approval body for preliminary PUD applications – unanimously denied the preliminary portion of the application because of noncompliance with the Comprehensive Plan, Section 17.100.090(A)(6) of the municipal code, and other grounds as reflected in the record of the public hearing pursuant to the approval criteria for PUD applications in Section 17.100.090. Specifically, P&Z determined that the application:

- ***Is NOT generally compatible with adjacent land uses***

- Development in the vacant parcels to the north and east remained undetermined. A master plan amendment, introduced by the applicant on February 12, 2020, was pondered as a way to rezone all remaining lands owned by the applicant in Castle Valley Ranch from mixed use to residential use. The intent was to clarify the nature of future development of those parcels. However, the application was ultimately withdraw and thus Filing 11's compatibility with the neighboring parcels remained difficult to ascertain.
- The proposed style and density of multifamily units was deemed to be out of balance with the large, single-family residential homes on South Wildhorse. Adverse impacts on aesthetics and property values would be likely.

- ***Is NOT consistent with the comprehensive plan***
  - Residential or commercial development of 50 lots/units or greater shall include a mix of land-use types that "provide effectively integrated convenience retail, employment, services, parks/open space/trails, public transit, and non-motorized access *(Goal CG-4A)*. Proposed amenities are used sparingly.
  - A large-scale, multifamily development would challenge the livability of the community. Shortcomings with parking, usable open space, non-vehicular circulation, and snow storage will generate a more utilitarian experience rather than one hospitable to quality places that people want to live, work, play, and learn in *(Goal CG-5)*.
  - Mixed-use zoning, as defined in the master plan, Town code, and the comprehensive plan, signifies a mixture of residential and non-residential development. Mixed-use affords a community the possibility for local amenities, services, and possible employment *(Goals CG-4A thru E)*;
  - Existing wildlife corridors would be displaced with little attention given to relocation habitat *(Goal EN-1)*. Sensitive environmental areas will be preserved, and open space corridors will be used to break up continuous areas of development *(Goal POST-4A-B)*.
  - Though marketed as competitively priced, the multifamily units would likely sell at price points at or above $400k similarly to other townhomes in Castle Valley Ranch. New development should embrace aspects of genuine affordability with a diversity of densities, types, and unit sizes (Goal HO-2A).
  - Sidewalks and trails could go further in generating connectivity between neighboring parks, open space, and other filings along Castle Valley Blvd. Separated sidewalks and a trail easement between Ganley Hill and Prendergast Hill were recommended *(Goal T-1F)*. The intent of the Commission is to encourage non-motorized trails and generous open space which promote recreational value *(Goal POST-3)*.
  - Road designs do not adequately accommodate public safety access and will increase road maintenance. Single car garages often means that owners will habitually default to using the garage as storage and at least one vehicle will be forced to park on the street. Single car garages that are served by single car driveways can lead to vehicle stacking issues which often results in heavier parking loads on the streets. Mobility will be tight even in the best conditions. The resulting congestion, as already experienced on Redstone Dr. and Foxwood Ln., will lead to costly snow removal and at times generate obstacles for emergency equipment *(Goal T-1G)*.

- ***The uses proposed are NOT permitted outright in all instances***
  - Roughly 2/3's of the site plan spans mixed use zoning. While multifamily housing is a permitted use in the mixed-use zone district, the zone district is purposely designated for a mixture of uses in accordance with the adopted Smart-Growth model and is meant to complement residential areas by providing needed services and amenities. Development of only residential units in the mixed-use zone does not comply with the purpose of the zone district.
  - Due to the applicant's obligations to a restrictive covenant which does not involve the town, the applicant is compelled to develop only residential units on the property. This obligation, however,

does not mean the applicant is forced into exclusively multifamily townhome development. Staff and the Commission offered possible solutions for development which, though forfeited a commercial element, offered diversity, amenities, and an enhanced quality of life. Unfortunately, none were advanced.

### *C. Applicant Appeal – 7/21/2020*

According to Section 17.100.070 § D, "the applicant may take a disputed [PUD] decision of the planning commission to the town council for review. If, in the town council's sole discretion, the finding of the planning commission may have been in error, the town council shall refer the application back to the planning commission for reassessment" On July 21, 2020, pursuant to this code provision, the applicant formally contested the Commission's conclusion before Council.

*Specifically, the **applicant maintained that**:*

- **The Commission's decision is inconsistent with Colorado Revised Statutes 29.22.03.**
  - The applicant argued that because the Comprehensive Plan is insufficiently specific and largely discretionary, the goals and policies identified in it could not be used as formal conditions of approval in a land use application. The statute reads, "(2) No local government shall impose any discretionary condition upon a land-use approval unless the condition is based upon duly adopted standards that are sufficiently specific to ensure that the condition is imposed in a rational and consistent manner."

- **The Commission acted inequitably in consideration of the application**
  - Eagle's Ridge Ranch (approved 2019) and Lakota Senior Housing (approved 2017) were both found to be compliant with the approval criteria though they were 2-3 times the density.
  - High density multi-family units in Eagle's Ridge Ranch and Lakota Senior Housing also demonstrate a blunt transition across from large single-family homes north of Castle Valley Blvd. Yet those applications were deemed compliant with the approval criteria.
  - Filing 9 townhomes on Redstone Dr and Foxwood Ln are merely replicated in the current application. Again Filing 9 was deemed compliant while the current application was not.

- **Multi-Family is a permitted use on the list of uses within the Mixed Use general zoning**
  - Irrespective of the definition of mixed-use in the Code and Comprehensive Plan as a mixture of residential and non-residential uses, the applicant argued any use-by-right listed in the MU zoning is an approved option for development whether in part or in whole. The Commission, therefore, was mistaken in its conclusion that the elected use was not permitted in the underlying zoning district by virtue of the absence of a non-residential or commercial use.

- **Compromises with the design were made at the Commission's request**
  - Density was reduced to 91 units upon initial review from sketch plan
  - Greenbelts were added along Bear Canyon Dr per request of Public Works
  - Snow storage areas were specified per request of the Commission and Public Works
  - Off-street parking was added alone Eagle Ridge Rd
  - An east-west trail connector was added from the C Avenue connector, along Eagle Ridge Rd, to Bear Canyon Rd

Upon review of all testimony, Town Council recommended that Staff, the Commission, and the applicant reconvene on the PUD application and consider whether sufficient revisions could be made to warrant the Commission's approval.

### *D. Revised Application – 8/26/2020 to 1/13/2021*

Resolution PZ 2020-9 was the result of Council's direction to have P&Z reassess the application. In their reassessment P&Z provided the conditions they felt were necessary to bring the application into compliance with the PUD approval criteria. The last site plan reviewed by P&Z was submitted by the applicant prior to the November 23rd, 2020 meeting. From this plan and the ensuing discussion, P&Z generated the list of approval conditions in section II below.

## ***II. P&Z Recommended Conditions for Preliminary Application:***

On January 13th, 2021, P&Z voted for conditional approval of the preliminary PUD portion of the application. In doing so, P&Z approved Resolution PZ 2020-9, which included the following conditions:

Note: Conditions in green text are those agreed upon by the applicant per the letter from applicant submitted on November 9th, 2021. All other conditions, or portions thereof, are P&Z conditions with which the applicant has *not* agreed to comply.

a. Eliminate, reorient, or reduce the following buildings that adversely impact the natural character of the Property and the livability of the community:

- Eliminate Buildings 23 and 24 to make central open space more usable and to promote outdoor recreation
- Orient Building 29 so that the building is parallel to Eagle Ridge Drive

b. The covenants for Filing 11 shall prohibit the parking of boats, trailers, campers, RVs, and inoperative vehicles in driveways or on public rights of way for no more than 48 consecutive hours.

c. Upgrade the open space area off of Falcon Ridge Court as a central "green" with functional active or passive space.

d. Applicant shall adequately screen the western portion of Filing 11 from the adjacent homes along South Wild Horse Drive and Mt. Harvard Court through one or more of the following:

- Widening the natural buffer along C Avenue to greater than 120 feet;
- Heavily landscaping Open Space A as shown on the Preliminary Plan with trees to obscure the line-of-site; or
- Installing at least three trees near the rear lot line of each Jot along the west side of Filing 11 and including a provision in covenants for Filing 11 regarding on-going HOA maintenance and replacement of the same.

e. Identify all permanent snow storage easements on the final plat and any temporary locations on the phasing drawings. In addition to the snow storage areas shown on the revised site plan submitted with the Amended Preliminary Plan, a snow storage easement shall be designated to the east of Building 11 consistent with the comments from the Public Works Director. Snow storage shall be free of all obstructions including fences.

f. Install street signage stating, NO PARKING ON STREETS 48 HOURS AFTER A SNOWFALL EVENT OF 2" OR MORE.

g. Provide 5' landscape ("green") buffers between the road and sidewalks along the outer radial lane of ~~Eagle Ridge Dr~~. Serenity Park Circle for snow storage.

h. The boundary of the open space area at the southwestern end of Filing 11 shall be revised to incorporate the entire length of the trail that connects to ~~Eagle Ridge Dr.~~ Serenity Park Circle as shown on the revised site plan. Said open space and trail shall be owned and maintained by the HOA for the development but shall be open for public use.

i. Design Bear Canyon Dr. as a 60' right-of-way according to comments from the Public Works Director. No homes in this filing or any future filing north of the southern intersection of Eagle Ridge Drive and Bear Canyon Drive shall front or be accessed off of Bear Canyon Drive. Parking shall be allowed on both sides of Bear Canyon Drive.

j. Specify on the plat that Open Space A shall be owned and maintained by the Town and that all other open space areas within the development shall be owned and maintained by the HOA.

k. Provide a construction phasing plan. Identify, at minimum, each of the following components:

- Buildout phases;
- Schedule that identifies the sequencing of construction, sequencing of occupancy, traffic flow, and traffic control plans during construction;
- Storage and staging areas for construction equipment and materials;
- Illustrate drainage and erosion control best management practices (BMP's);

l. Request approval of street names through Garfield County Communications to avoid any duplication of names in the county dispatch area.

m. Demonstrate that all exterior illumination shall comply with acceptable International Dark-sky Association (IDA) standards.

n. Provide a conceptual landscape plan for each phase illustrating size, type and location of plant materials and an irrigation plan, if applicable. Plans submitted to obtain a building permit for any dwelling in Filing 11 shall demonstrate no more than 2,500 square feet of sod per dwelling unit as specified in 13.20.060 of the Municipal Code.

o. Designate locations of mailbox kiosks with written authorization from the local postmaster.

p. Submit an exhibit and conveyance document(s) in a form acceptable to the Town Attorney outlining the necessary water rights (potable and/or raw) required for Filing 11.

q. Prior to the recordation of any Filing 11 phase plat, the Applicant shall enter into a subdivision improvements agreement with the Town for each phase of the development in a form acceptable to the Town Attorney. The subdivision improvements agreement for

the first phase shall address the allocation of work and costs between Applicant and the Town necessary to mitigate potential fuel hazards for wildland fires in areas identified as threats by Colorado River Fire & Rescue.

r. The sale of individual units within Filing 11 may not occur until a plat creating the unit is recorded with Garfield County.

s. Submit a new combined preliminary/final subdivision application to be considered concurrently with a revised final PUD application that takes into account the conditions set forth in this Resolution.

t. All representations of the Applicant made verbally or in written submittals presented to the Town in conjunction with the Application before the Commission or Town Council shall be considered part of the Application and binding on the Applicant.

u. 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;

v. 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.

w. Dedicate for public use a single-track hiking and biking easement at the base of Ganley Hill as a trail connector between Mount Medaris and Prendergast Hill.

x. Diversify color and texture of the buildings within the subdivision.

***III. Submission of Final Application and Staff Comments:***

On January 13th 2022, one year after the issuance of Resolution PZ 2020-9, the applicant submitted a final application package for staff review. During the completeness check, staff worked with the applicant for several weeks to make changes and clarify areas which were deficient. After such time it was settled that the application was complete enough to schedule a meeting date of May 3rd, 2022. Staff anticipated that remaining deficiencies would be resolved before the meeting. Deficiencies include, but are not limited to:

- Unresolved errors and questions with the amended plat per redline comments submitted by the town attorney dated April 8th, 2022;
- Unresolved engineering concerns per the town engineer's letter dated April 1st, 2022;
- Unresolved utility questions provided by the public works director dated March 16, 2022;
- Additional conditions provided below;

No further updates have been made since the completeness review. To be sure, the deficiencies are more technical in nature and should not have significant bearing on the general design of the project. ***Nevertheless staff recommends that if Council is inclined to approve the application, an approval should only be conditioned upon resolution of all deficiencies to staff's satisfaction.*** A thoroughly consistent and correct submittal packet will minimize confusion and mistakes during the typical rush to issue permits and most certainly

reduce staff and applicant stress.

Therefore in addition to the conditions specified by P&Z in Resolution PZ 2020-9, staff suggests adding the following conditions (Note: the following conditions were not considered by P&Z):

1.) (Revises condition e from PZ 2020-9) Identify all permanent snow storage easements on the final plat and any temporary locations on the phasing drawings. Except for the off-street parking area south of Serenity Park Circle, snow storage easements will include all areas identified in the final application packet in addition to easements between buildings 28 & 29 and buildings 26 & 27. Snow storage shall be free of all obstructions including fences.

2.) (Revises condition j from PZ 2020-9) Specify on the plat that trails for Open Space A & B will be *constructed* by the applicant as agreed upon at the public hearing dated May 13th, 2020.

3.) (New condition) The construction phasing plan shall conform to all requirements and specifications approved by the fire marshal concerning temporary access for each phase including, but not limited to, temporary hammerhead turnarounds at dead end streets and any necessary ingress/egress routes for emergency personnel and equipment during construction.

4.) Applicant shall satisfy and otherwise comply with all recommendations of the Town Engineer and Town Public Works Director set forth in their letters dated April 1, 2022, and March 16, 2022, respectively. All phase plats and amended final plats must be approved by the Town Attorney before recordation.

## ***IV. Application Approval Criteria:***

Town Council has the responsibility to review the information provided and determine if the final application as presented meets the approval criteria in *Municipal Code* 17.100.090.[1] For final approval an application shall demonstrate:

1. Generally compatibility with adjacent land uses;
2. Consistency with the comprehensive plan;
3. Town's capacity to serve water and sewer and provide fire and police protection;
4. Whether land uses are permitted outright or by special review;
5. Whether number of dwelling units permitted by the underlying zoning districts is not exceeded by the PUD plan;
6. Whether the PUD utilizes:
    i. the natural character of the land,
    ii. provides for off-street parking, vehicular, pedestrian and bicycle circulation, outdoor recreation,
    iii. is of overall compatible architectural design,
    iv. achieves adequate screening, buffering and aesthetic landscaping,

[1]The review criteria applicable to preliminary and final PUD applications were amended in August 2020. Because the application was submitted before the code amendments were implemented, the review criteria in effect at the time the preliminary/final application was submitted in February 2020 apply.

v. avoids development of areas of potential hazard, ensures compliance with the performance standards and meets all other provisions of this title.

The May 13, 2020, staff report that was prepared for the first P&Z public hearing in included in Council's packet. The staff report is based on the initial preliminary/final PUD and subdivision application and provides staff's analysis of the above review criteria.

***V. Exhibits:***

- Plat & Site Plan – February 18, 2022
- Final Phasing & Snow Storage Plan - February 18, 2022
- Final Civil Drawings – February 18, 2022
- Final Landscaping Plan - February 18, 2022
- Example Floor Plans - February 18, 2022
- Draft Declaration of Covenants - February 18, 2022
- Utility Report - March 18, 2020
- Traffic Impact Study - March 18, 2020
- Applicant Response to Recommended Conditions – November 16, 2021
- Applicant's Attorney Response ("Myler Letter") to Procedures – December 11, 2021
- Architectural Renderings – February 17, 2020
- Plat with Annotations – April 11, 2022
- Town Engineer Comment – April 1, 2022
- Public Works Director Comment – March 16, 2022
- Fire Marshal Comment – April 5, 2022
- Public Comment Letter – May 11, 2020

April 1, 2022

Mr. Dave Reynolds, Town Administrator
Town of New Castle
P.O. Box 90
New Castle, Colorado 81647

**RE: Filing No. 11, Castle Valley Ranch Planning Area #17**
**Preliminary and Final Plan Review**

Dear Dave,

The purpose of this letter serves to provide comment, concerns and questions regarding the proposed development of Filing Number 11, PA #17 of Castle Valley Ranch Subdivision. In order to conduct this review, we are in receipt of a variety of pieces of information noted as follows:

1. A 47-sheet set of drawings prepared by SGM dated February 2022
2. Supplemental Information packet dated February 2020 containing the following:
    a. Development Application
    b. Certificate of Development Ownership
    c. Application
    d. Warranty Deed
    e. Cost Estimates
    f. Drainage Report
    g. Soils Report
    h. Architectural Renderings
3. March 18, 2020 PA 17 Utility Report
4. March 18, 2020 PA 17 Traffic Impact Study
5. November 16, 2021 Letter to the Town from CVR Investors
6. Zoning Overlay of project site
7. CC&R's of Castle Valley Ranch Townhomes
8. Example Floor Plans

Following our review of the above stated documents, we have determined that a variety of additional details will need to be provided to bring the drawings to a construction level and to be definitive on the magnitude of public improvements that will ultimately need to be secured for this project. That being said, please note the following comments:

1. Prior to approval of the construction plans, additional specificity needs to be provided for the proposed phasing of this project. Specifically, although phasing lines are noted on the street plans and the utility plans, additional detail is necessary to assure that the Phase 1 improvements are properly terminated. Likewise, drainage and erosion control best management practices (BMP's) specific to the Phase 1 public improvements need to be provided. Finally, the elements relative the phasing construction such as topsoil storage and treatment of roadway subgrade (ie., reclamation and/or revegetation) need to be provided so as to assure that the total visual impact of the construction of the improvements can be evaluated by the

Town. Likewise, timing for moving from one phase to the next needs to be provided to determine the level of permanence and costs for reclamation in the latter phases of the development can be determined.

2. The project involves extension of water lines, sewer lines and the raw water lines in public right of way. Also, excavation area in excess of 22" exceeds 1,000 sf. As such, the project is subject to the Subsurface Utility Engineering (SUE) requirements of SB 18-167. Prior to construction plans approval, the project will need to provide SUE locates and engineering in accordance to SB 18-167.

3. Note that because of SB 18-167, all utilities will need to be installed in such a fashion and to be electronically locatable. Details will need to be revised to provide instruction to the contractor that provide tracer wire, magnetic tape, etc… on all subsurface utilities.

4. For the offsite utilities, the extents of pavement repair and surface restoration needs to be better defined. As an example, for the sewer installation on C Avenue, such information as the saw cut lines, paving patching and surface restoration needs to be identified. For the surfacing on C Avenue and the North Alley, surface restoration will require the need to replace the asphalt milling and asphalt surfaces that currently exist with similar material. Road base replacement in lieu of millings is not acceptable. Other improvements such as potential impacts to driveway slabs, retaining walls and fences need to be identified and detailed for repair/replacement.

5. Existing property line locations depicted along the west side of C Avenue do not appear to be complete (ie., 114 N. C Avenue and 151 N. C Avenue). Concern exists as to the proposed sewer line location being able to be installed in the location proposed. If easements exist to aid in installation, then these need to be identified.

6. For the sewer line installation on C Avenue, additional information is necessary. Locations of the storm drain, culvert and waterline main and service crossings need to be identified. Also, specific details of how the manhole tie onto the existing sewer line is to be performed needs to be provided.

7. For the offsite water tie in the north east corner of the site in Castle Valley Boulevard right of way, the air vent for the air release valve needs to be shown with a "bollard" protection to assure that snow plowing and mowing of CVBLVD will not result in damaging the vent.

8. Note that all water line fittings are to be polywrapped ductile iron pipe fittings and not PVC. Also note that we will need to have the waterline be PVC C900 pipe, not ductile iron pipe.

9. Provide locations of transformers, pedestals and gas meter locations relative to providing electric, cable, telephone and gas service to the buildings. Provide this information in the context of assuring ample room remains for snow storage and is consistent with the landscape plan intent.

10. Clarify on street plans and profiles of how Phase 1 improvements are to be terminated regarding how curb, gutter, sidewalk, finish grading, pavement, temporary revegetation and erosion control are to be terminated.

11. Clarify on the respective utility plans of how Phase 1 improvements are to be properly terminated regarding how water, sewer and dry utilities are to be terminated. With the clarification, provide

information on how testing, sanitizing, flushing, air release and subsequent phase operation of the utilities is performed.

12. Assure that all water/sewer crossings can be provided with a minimum separation of 18". This also holds true for all water/storm drain crossings. Assure that water/storm drain crossings provide adequate freeze protection at each crossing.

13. Provide details identifying how new concrete improvements are to tie to existing.

14. Provide verification that the curb and gutter has the capacity to carry the 25 year event without spreading flow into the travel lanes of the proposed streets. Likewise, assure that the roadway and curb and gutter system has the capacity to carry the 100 year event. The drainage computation previously provided in 2020 to provide the anticipated flow rates, but do fall short in providing the capacity of the curb and gutter, inlets and storm drain pipes.

Please note that as there are a variety of concerns and clarifications noted/requested, we have held back on the review of the cost estimate for the Subdivision Improvements Agreement. Once we confirm the specific scope of work and final construction drawings are prepared, we will provide a review of such. Although there are a variety of concerns and clarifications noted, we do not see that the issues cannot be technically resolved during final construction drawing preparation. We would recommend that if a recommendation of approval to approve the project is provided, it contain a condition that requires submittal of construction drawings for staff approval that address the concerns within this letter as well as revised cost estimates for the construction of the public improvements prior to recording any final plat.

Upon your receipt and review, if you have any questions, please don't hesitate to call.

Respectfully,

**SGM**

Jefferey S. Simonson, P.E.
Principal

**From:** John Wenzel
**To:** Paul Smith; jeffs (jeffs@sgm-inc.com)
**Cc:** David H. McConaughy; Haley Carmer (hcarmer@garfieldhecht.com); Dave Reynolds
**Subject:** RE: CVR Filing 11 20220113 FinalPlanResubmittal - Updated
**Date:** Wednesday, March 16, 2022 3:53:32 PM
**Attachments:** image001.png

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HI Paul,

I have had the opportunity to review the "final" application for filling 11 and have the following comments:

Plat Notes: Ownership and maintenance responsibilities for open space tracts D, E, F, & G are not defined. They must be the responsibility of the HOA.

Trail construction in Open Space A is listed as being performed by the Town. It must be performed/constructed by the Developer. 8' wide asphalt trail with 6" of structural base material.

Trail construction parallel to Castle Valley Boulevard is list as 5 feet wide. It must be 8 feet wide.

The Cul-de-sac island surface must be 4" concrete. No landscaping or irrigation.

If the HOA is to maintain all of the exterior landscaping, than individual raw water supply services are not necessary.

A potable water service line and curb stop, for a sample station, must be installed. Preferably near Unit 14A. The town will provide and install the station. All we need is the service line and curb stop.

A water main line gate valve at the connection point in Mount Harvard should be installed.

C Ave is shown as asphalt millings . It is asphalt paving south of 171 C Ave. The roadway must be repair with like materials.

Fire Hydrant manufacturer is not listed. Fire Hydrants must be Kennedy K-81.

The storm water utilities seems insufficient. Storm water from Bear Canyon must travel more than 1,200 feet before it is picked up by a drain inlet near Falcon Ridge. This could be a problem in the winter months, especially because this neighborhood is on the shady side of Mount Madras. I think Jeff S. should take a look at the design.

Thank you.

John

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**From:** Paul Smith

**From:** Orrin Moon
**To:** Paul Smith
**Subject:** RE: Filing 11 Final Application Review
**Date:** Tuesday, April 5, 2022 4:34:06 PM
**Attachments:** image001.png
image002.png
image003.png

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Paul,
I have reviewed the final plat for Castle Valley Ranch Filing 11 and have reviewed the previous comments from April 16,2020 letter. Most of my comments have been addressed except for the following:

1. Phasing of the all-weather surface on fire department access roads is still unclear. Phase 1 shows a fire truck turnaround at Serenity Park Circle and Falcon Ridge Court intersection. Phase 2 has no fire truck turnaround on Serenity Park Circle at the end of the road by unit 22C. Phase 3 shows the rest of Serenity Park Circle and Bear Canyon Drive completed. A plan for phase 2 fire truck turnaround or the completion of all the fire department access roads needs to be determined and approved by fire marshal. No parking signs shall be installed at fire truck turnaround areas of the phasing.
2. Seven fire hydrants are shown on the plans which appear good for spacing. The landscape plans show 4 trees planted in the almost exact area of the fire hydrants by buildings 12C,11A,30A, and 28A. As mentioned on # 4 of the 4/16/2020 letter, “Any vegetation located near fire hydrants shall be planted to allow growth which will never obstruct a 3’ radius around fire hydrant” this includes any tree branches and leaves. Trees need to be moved away from fire hydrants.
3. As stated in the 4/16/2020 letter, “Address numbering shall be sequential and based on distance from entrance of the street”. Nothing shown in the plans on building addresses.

I have no further comments at this time. Please feel free to contact me with any questions or concerns.

Thank You,

Orrin D. Moon
Prevention Division Chief/Fire Marshal
Colorado River Fire Rescue
970-625-1243

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

**Planning & Code Administration Department**
**Phone:** (970) 984-2311
**Fax:** (970) 984-2716

## Staff Report

**Castle Valley Ranch - Filing 11//Portion of PA17 & Remaining PA19**
**Combined Preliminary/Final for PUD & Subdivision Development Plans**
**Planning Commission – May 13, 2020**

Report Compiled: 5/7/2020

### Project Information

| | |
|---|---|
| **Name of Applicant:** | CVR Investors, Inc and its assigns |
| **Applicant's Mailing Address:** | 1038 Country Club Estates Dr., Castle Rock, CO |
| **Phone/Email:** | 303-549-1916; aa@hackstafflaw.com |
| **Property Owner:** | CVR Investors, Inc. (Aaron Atkinson) |
| **Owner Mailing Address** | Same as Applicant |
| **Proposed Use:** | 27 Multifamily Lots (MF1), 3-plexes and 4-plexes; 91 total residential units; |
| **Legal Description:** | 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<br><br>Section: 31 Township: 5 Range: 90 A PARCEL OF LAND SITUATE IN THE N1/2 SEC 31 CONT 15.505 AC AKA PARCEL 5 |
| **Street Frontage:** | North – Castle Valley Blvd; |
| **Existing Zoning:** | Residential (R) & Mixed Use (MU) |
| **Surrounding Zoning:** | Single Family (SF2) – North & South Wildhorse Dr.<br>Mixed Use (MU1) & Multifamily (MF1) – Redstone Dr. |

## ***I Application Exhibits:***

(Documents 1-22 submitted prior to the P&Z hearing on May 13th, 2020)

A. PUD & Subdivision Combination Applications
B. Application Narrative
C. Applicant Response to Referrals - SGM
D. Referral - Colorado Parks & Wildlife
E. Referral - Colorado Fire River Fire and Rescue
F. Referral - Town of New Castle Public Works
G. Referral - Town Engineer
H. Referral + Redlined Plat -Town Attorney
I. Referral - Town of New Castle Police Chief
J. Referral - Garfield RE-2 School District
K. Resident Comment – Wayne & Virginia Shelton
L. Will Serve Letter - Xcel
M. Public Notice
N. List of Property owners within 250' of Development
O. Affidavit as to Notice of Public Hearing
P. Agreement to Pay Consulting Fees & Expenses, February 15th, 2019
Q. Title Commitment + Legal Description
R. Soils Report - A.G. Wassenaar
S. Drainage Calculations - SGM
T. Utility Report - SGM
U. Traffic Impact Study - SGM
V. Snow Storage Sheet – SGM
W. Construction Drawings - SGM
X. Architectural Floorplans – SGM



## ***II Progression of Application:***

*Sketch Plan*

A sketch plan application for Filing 11 was reviewed by the Planning Commission on September 11, 2019 and by Council on October 1, 2019. At that time the development proposal contemplated 96 multi-family dwelling units comprised entirely of tri-plexes and four-plexes similar in style to existing units along Redstone Dr. and Foxwood Ln. in Castle Valley Ranch (CVR). The 15 acre proposal spanned both mixed-use and residential zones south of Castle Valley Blvd (CVB) and east of S Whitehorse Dr. The general concept of the sketch plan – lot sizes, open space, trails, & roads – tracked closely with a prior application submitted by Village Homes, Inc. in 2008. The 2008 application was for 62 single-family homes and was ultimately withdrawn.

At both meetings it was noted by the Applicant that the sketch plan demonstrated substantial compliance with the municipal code, adopted model codes, public works manual, and the Comprehensive Plan (*CP*). Staff acknowledged that the overall *design* conformance was substantial, however, it disputed the degree of continuity with the *CP* and aspects of the CVR Master Plan. Staff maintained that though strict compliance with the *CP* is not compulsory – and in some cases not practical – the *CP* is intended to provide qualitative and quantitative guidance for future land use. It is an instrument used to discover what manner of development

mutually benefits the needs of the Town and the aspirations of the developer.

The sketch plan process produced points of consensus and debate. Those included:

Points of Consensus:

- For a preliminary/final application, all submittal components need to be thorough and complete prior to meeting with Council.
- The Applicant's product – triplexes on Redstone Dr and Foxwood Ln – has generally been well received by buyers. The units are energy efficient with variouis modern amenities.
- The typical price-point has been competitive with Lower Valley multi-family development.
- High density residential is better suited along and south of Castle Valley Blvd. (CVB) rather than in the vacant parcels to the north of CVB.
- Land use proposals should prioritize the health and well-being of the community.
- The developer is currently party to a restrictive covenant committing them to no more than 303 additional residential units and no commercial development.
- An east-west connector trail should be integrated into the design.
- A looped raw water system is best practice for landscape irrigation.
- View planes should be preserved as much as feasible.

Points of Debate:

- Two-thirds of the proposed development consists within a mixed-use zone as specified by the CVR Master Plan. Areas of strategic, small-scale commercial development should be considered in fidelity with the vision of mixed-use in the *CP*.
- Pedestrian circulation should be improved to provide direct access to open space, parks, and other areas throughout the CVR PUD.
- Diversity of dwelling units should be included into the design rather than the same style throughout.
- The density and design of multi-family homes seemed misplaced when directly bordering larger single-family homes on S Wildhorse Dr. Transitions should be more subtle.
- Trail connectivity was limited. The proposed Open Space C was not useful. A park amenity would be a better use of that location.
- Off-street parking, though compliant with codes, would create ongoing challenges for traffic flow and snow storage given the density, road widths, attached sidewalks, and propensity of residents to have more than two cars per household or using their garages as storage.
- Snow storage was not adequately specified on the site plan.
- C Ave might be considered for a future emergency access road, in hindsight to the small fire that broke out on Mt. Medaris in the summer of 2019.
- There should be separation between the curb and sidewalk for pedestrian safety and snow storage.
- The proposal did not sufficiently represent the Smart–Growth model endorsed by the *CP*. Smart-Growth promotes sustainable communities with compact residential mixed with commercial amenities and services, all reasonably accessible without vehicles.

- There was dissatisfaction with not knowing the development plan with the neighboring parcels. Without visibility it would be difficult to assess the appropriateness of the current proposal with the overall community. A master plan amendment was recommended to flesh-out those details.

Per Council request, the Applicant presented the conceptual plan to the general public at an open house. The meeting unfortunately was not well attended, but the few attendees did provide feedback based on their perception of Redstone Dr. & Foxwood Ln. and their recollection of the original application for Filing 11 in 2008. The units have generally been well-built and at an attractive price-point to a variety of consumers. However there was comment that the build-out could have better planned for parking, traffic flow, and non-vehicular movement.

## ***III Current P&Z Preliminary/Final Application:***

On February 10th, 2020 the Applicant submitted preliminary and final applications for a combined PUD & Subdivision plan in planning areas 17 & 19 of CVR (a.k.a. Filing 11). The application was considered complete on March 23rd, 2020. A preliminary/final application with P&Z should demonstrate rigorous compliance with the adopted codes, provisions for utilities and infrastructure, substantial conformance with the *CP*, and minimize any adverse impacts to the Town. The Commission's recommendation shall be delivered to Council within 30 days of the close of the hearing, per *MC* 17.100.080. The Commission can take one of the following actions at the hearing:

- Approve the application with or without conditions;
- Deny approval of the application;
- Continue the hearing pursuant to *MC* 16.08.040 § G.

In what follows, the application will be assessed according to the criteria outlined in *MC* 17.100.090:

1. Generally compatibility with adjacent land uses;
2. Consistency with the comprehensive plan;
3. Town's capacity to serve water and sewer and provide fire and police protection;
4. Whether land uses are permitted outright or by special review;
5. Whether number of dwelling units permitted by the underlying zoning districts is not exceeded by the PUD plan;
6. Whether the PUD utilizes:
    i. the natural character of the land,
    ii. provides for off-street parking, vehicular, pedestrian and bicycle circulation, outdoor recreation,
    iii. is of overall compatible architectural design,
    iv. achieves adequate screening, buffering and aesthetic landscaping,
    v. avoids development of areas of potential hazard, ensures compliance with the performance standards and meets all other provisions of this title.

## IV CVR Purpose and Approval Criteria:

*Castle Valley Ranch PUD – Purpose*

According to Municipal Code section 17.104.010, the purpose and intent of the Castle Valley Ranch PUD zone district regulations are to:

1. Encourage variety in the physical development pattern of Castle Valley Ranch;
2. Provide a variety of housing densities greater than would be normally possible;
3. Encourage the use of a more creative approach to the development of land;
4. Encourage a more efficient, aesthetic and desirable use of open space;
5. Encourage a more efficient use of energy through solar orientation, native vegetation, and water conservation;
6. Provide a variety of dwelling and building designs;
7. Provide high standards of development and provide amenities appropriate to the densities involved in the project;
8. Provide an integrated open space system throughout areas as outlined on the Castle Valley Ranch PUD zoning plan as well as throughout individual districts;
9. Provide for a variety of housing types in order to best meet the housing demands of all age groups;
10. Maintain and preserve the general alignment of drainage ways for aesthetic, energy and functional purposes;
11. Provide pedestrian networks throughout the open space districts as well as throughout individual districts thereby providing an integrated network throughout the entire development;
12. Provide landscape areas and tree plantings throughout the entire development.

It is helpful to have these priorities in mind when considering an application's degree of conformance with the following approval criteria.

*Approval Criteria*

**1) Is the proposal generally compatible with adjacent land uses?**

The property is surrounding by mixed-use and residential zoning. Currently all surrounding development consists of either single family homes or multifamily dwellings. The proposed units are modeled after the tri-plexes located off of Redstone Drive – sized between 1,600sf & 1,796sf – and include four designated open spaces.

**Staff Comment:** Since the adjacent land uses are comprised of residential and open space, and the proposal resembles the tri-plexes built in Filing 9 on Redstone Ln. and Foxwood Dr., it is reasonable to conclude that the proposal is broadly compatible with surrounding uses.

There is some apprehension with the blunt transition from large single family homes directly to the west (3,000-4,000 sf on S Wildhorse Dr.) to the higher density 3 & 4-plexes proposed. The transition to higher density may have some adverse effects on property assessments in one way or another. Because of added congestion, noise, loss of view planes, without additional amenities the homes on S Wildhorse Dr. could suffer from external obsolescence. Conversely the close proximity of the higher value homes to the proposed development may artificially inflate the property values

of the multi-family homes. These effects might be avoided by replacing some of the multi-family lots with smaller single family dwellings, particularly on the west side of Eagle Ridge Dr. Alternatively these threats might be mitigated with increased open space and ample landscape buffers.

Finally, it is difficult to assess future compatibility of the proposal with the undeveloped properties to the east – parcels which the Applicant currently owns. For example, were the current application to be approved, how would it impact the future design of the mixed-use zone PA17 to the east? At this time the expectation for this parcel is unknown. With greater visibility, however, the Town would be in a better position to determine the suitability of the current application.

Degree of Conformance: Moderate/High

**2) Is the proposal consistent with the comprehensive plan?**

The CP anticipates future development to follow the Smart-Growth model (Goal CG-5). Values of smart-growth include:

- Livability
- Efficiency
- Affordability
- Environmentally Conscious

Central to this model is the concept of "place-making". Place-making is a strategy promoting attractive, livable communities which, in turn, drive placed-based business and investment while discouraging economic outsourcing. The community's intrinsic strengths are primary to all development concepts. Incremental building, balanced housing types, transit alternatives, recreational opportunities, and even commercial services are believed to help create attractive communities which are environmentally friendly and compatible with the community's needs. The CVR Master Plan purposely arranged mixed-use zones contiguous with residential zones to help preserve a place for services, amenities, and public wellness to achieve these ends.

**Staff Comment:** The Applicant proposes higher density townhomes. This is a helpful first-step in restraining sprawl and resonates with the more urban flavor specified by the *CP*. The proposal speculates that higher density should furnish more affordable options for young families, professionals, or those looking to downsize (CP Goal HO-2). Though this affordability is not at the level of deed restriction, the units should match an attractive price-point in the Valley.

Higher density should not, however, sacrifice health and wellness. Staff believes the current proposal risks sacrificing livability with the congestion caused by bulk residential growth. A balance might be struck by eliminating some buildings while increasing some tri-plexes to four-plexes. Or, reduce all four-plexes to three-plexes. With livability in mind this move would create greater buffer space between structures to meet the topography challenges, snow storage needs, trail placement, and parking limitations discussed below.

The CP expects a balance of land-uses particularly with development over 50 lots (CP Goal CG-4A) and especially when the development lies within a mixed-use zone. A mixture of home designs, integrated service amenities, non-vehicular connectivity, and generous open space will go a long way in improving community wellness and pairs better with the tenants of Smart-Growth.

The proposal demonstrates dedication of the required 10% of lands with a grade less than 35%. This amounts to ~1.5 acres of land. The adequacy of this dedication is discussed below. Other than space allocated to pedestrian paths, only Open Space C is reserved for potential recreation (CP Goal POST-2).

The Colorado Parks & Wildlife referral indicates that the current proposal would continue to compromise wildlife habitat. The referral concludes, "If the opportunity exists for creating wildlife movement corridors on the edges of this development, they should be reclaimed using appropriate vegetation and should contain visual and noise barriers. Some wildlife species may still attempt to access the area to the south of this development, so a vegetative barrier may provide some mitigation for the disruption at the site" (CP Goal EN-1).

Is the project sustainable? The *CP* (Goal CG-7) and *MC* (17.100.060) requires a fiscal impact study by final application to determine the future fiscal sustainability of public improvements. However because of the many variables and costs involved in a fiscal analysis, a full-on return on investment study was not requested. In theory, a fiscal analysis would indicate that the Town is better off with rather than without the proposed development. Some beta to help demonstrate this benefit:

- The Town has historical placed the burden of the initial infrastructure improvements on the developer (Goal I-1A).
- The application narrative explains that the 91 units will generate roughly $1.66 million in permit fees, water taps, recreation fees, and use tax. However, other than use tax (~13% of permit fees or $221,000 of the $1.66 million) and recreation fees ($45,500 for all 91 units), permit fees are usually a zero sum.
- The Town can expect revenues for infrastructure through a portion of the 8.551 mills on property assessments. For an average townhome in New Castle this amounts to $210/year.
- The Town can expect revenues from sales tax (29% of all sales taxes is reserved for road maintenance and another 21% is reserved for parks and recreation).
- According to Public Works, the rule-of-thumb is that the Town typically depends on $3,640/year per lane-mile for road paving and utility repair.

A fiscal impact study would combine these metrics with other dynamics to demonstrate the economic feasibility of development. For now it should help stimulate thought regarding known revenues and expenditures.

<u>Degree of Conformance: Low/Moderate</u>

**3) Does the town have the capacity to serve the proposed use with water, sewer, fire and police protection?**

Per the 2002 Second Amended Caste Valley Ranch Annexation Agreement, the Castle Valley Ranch PUD is has been allocated a maximum of 1400 total units. Currently an estimated 530 lots remain vacant. Dedicated water rights are still available for the proposed development.





**Staff Comment:** Public Works has confirmed that adequate water and sewer capacity are available for the number of lots proposed. According to the *CP* and the CVR Master Plan, a raw water loop for all landscape hydration should be featured. A water testing station for the Filing 11 has also tentatively been planned per Public Works recommendation.

All Staff have responded negatively to the width of the proposed road right-of-ways (ROW). Currently the proposed design is for 50' ROW or 37' flowline-to-flowline. This includes two 10.5' drive lanes, two 8' parking lanes, and two 5' attached sidewalks. This indeed is the minimum requirement for all local residential roads (*MC* 16.28.050 §H). To improve public safety, snow storage, and optimize the pedestrian experience, Public Works recommends detached sidewalks with an additional 5' green buffer. The result would be a 60' ROW similar to N Wildhorse Dr and other collector streets. The Police Cheif would preference limiting parking to one side of street based on the poor track record of moving emergency personal and equipment in the Town's multi-family residential neighborhoods.

The 50' ROW in the higher density neighborhoods becomes increasingly problematic when snow storage is taken into account. Firstly, it is not easy to push snow down the middle of the street with 21' of total travel lane and vehicles parked on both sides. The driver must be attentive to snow "wake" or throwing snow from the blade into the sides of vehicles. Secondly, when snow storage is poorly located, snow removal becomes highly inefficient and expensive. On heavy snow days, snow will be pushed into large piles in vacant parking spaces for staging until loaders and trucks haul it off – pushing snow is quick and inexpensive; Lifting and hauling snow is unreasonable when other alternatives for street design are available. Finally, with vehicles parked on both sides of the street, snow crews usually must return multiple times to clear area where vehicles were originally parked. In the end, narrower ROWs usually bring a cost advantage to a developer. However for the Town of New Castle, the minimized widths have proven to be an ongoing challenge.



Degree of Conformance: Moderate

**4) Are the uses proposed within the PUD permitted outright or by special review?**

The proposal spans two distinct zones according to the CVR Updated Master Plan Map. A residential zone, colored in dijon, comprises the northern third of the development (5.1ac). The southern two-thirds, identified in red, is zoned mixed-use (8.8ac). The Applicant indicates that the site specific zoning is entirely multi-family MF-1, defined as a "multifamily townhouse and patio home district allowing for creative approaches to development with housing alternatives that are sensitive to existing and surrounding land uses" (17.104.080 A.3). In both residential and mixed-use zones, townhomes are permitted by right.

**Staff Comment:** Though the use intended is one of several permitted by right, the commitment to only residential development in a zone dedicated to mixed-use is not how the code defines mixed use in CVR (*MC* 17.104.080). Mixed use is purposely designated for a mixture of uses in accordance with the Smart-Growth model discussed earlier:

- MU-1: "mixed use district providing a mix of residential and nonresidential land uses within close proximity to each other that are suitably located within the community core."
- 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."

Nevertheless, converting the MU zones to all residential has become an all too common practice for developers in New Castle. Understandably, the alternative – nonresidential/commercial development – comes with economic risk, for it is arguably more difficult to fill commercial space. However, as noted in a previous development application, the Town struggles to correct the current imbalance between residential and commercial, which has contributed to fiscal disparities.

Staff contends that demand from the community plus demand from business interests makes provisions for commercial services and vendors more viable than in years past. The current Lakota Canyon Ranch Deli and the former veterinary clinic on 7th Street are testaments to successful business approaches integrated within predominantly residential areas. Fourmile Mountain Market in Glenwood Springs, Southside Drive in Basalt, and Eagle Ranch in Eagle are further instances of discrete commercial ventures in the heart of established residential neighborhoods.

Staff maintains, then, that the developer consider strategic locations for smart commercial options in their development plans. One suggestion might be to negotiate a zoning change which dedicates specific locations and/or functions that are deemed viable commercial areas. To move forward without any considerations means the permanent loss of another nine acres of the Town's limited mixed-use property.

Degree of Conformance: Low/Moderate

**5) Is the number of dwelling units permitted by the underlying zoning districts exceeded by the PUD plan?**

The number of dwelling units in Castle Valley Ranch is restricted in two ways: 1) total number of units for all of Castle Valley and 2) minimum lot area per dwelling unit provided in tables found in *MC* 17.104.080 §H. Currently there are approximately 530 vacant lots in the Castle Valley PUD. With approximately 186.5 usable acres remaining, the average density would approach 2.8 units per acre. Furthermore the Applicant has elected the MF-1 zoning designation which limits the lot size for residential units to no smaller than 2,200sf. At this lot size the allowed density could approach an unrealistic 19.8 units/acre. The Castle Valley mixed-use zones are also allocated up to 100,000 aggregate square feet of commercial space which, like Lakota Canyon Ranch, has yet to be developed.

**Staff Comment:** The present application represents 91 units on 15ac for a density of 6.1 units per acre which, though more than double the average remaining density in Castle Valley Ranch, is far less than the 19.8 units/acre which could be allowed. If this proposal were approved the average remaining density would then fall to 2.6 units/acre. Staff believes this is manageable in theory.

In sum, though the density is significantly higher than many parts of the overall PUD, it would not affect the build-out of other parcels too adversely. For this application density, strictly speaking, should not be in conflict with the code requirements.

Degree of Conformance: High

**6) Does the PUD proposal:**



i. **Provide off-street parking** – Castle Valley requires two off-street parking spaces per unit (17.104.100). The proposed design shows single-vehicle garages, with the driveway providing the second off-street parking space. As observed on Redstone Drive, the Riverpark Condos, and the Pyramid Peak Townhomes, this design is less than optimal and, as discussed above, compromises quality of life. In practice, these garages are used for storage, the driveway used for one vehicle, and the ROW used for all remaining vehicles. Together with sidewalks without green buffers, garbage bins in the driveway, and cars along the curb the congestion makes for an unpleasant pedestrian experience and undermines the appeal of the community. Other options exist. Staff encourages the Applicant to consider alternatives.

ii. **Utilize the natural character of the land** – Due to the moderately sloped topography of the proposed 15 acres, some cut-and-fill will be required for construction feasibility. On the north two-thirds of the property, the Application will provide stepped lots. The lot lines will likely require retaining features such

as simple stacked-rock walls or wood tie retention. To date, these details have not been furnished.



Moving south in the development creates greater design challenges and topography alterations. Buildings 12 & 13 will require up to 36' of structural fill at the base of Ganley Hill. To remain below an 8% road grade the natural land contours will require alteration. At some point significant fill material will likely need to be moved or imported to the future Filing 12 to match the eastern grade with Filing 11. To retain the property's natural character measures such as these should be kept to a minimum.



iii. **Provide pedestrian and bicycle circulation** – Proposed sidewalks help to provide safe egress from the street-to-home or from home-to-home. The *CP* (CP Goal T-1) envisions more for pedestrian circulation. Specifically non-vehicular trail systems should contribute to local recreation. Staff feels the current design has a solid start with 8' paths included to the north and to the west of the development. Staff maintains that trail connectivity could be increased internal to the development with small modifications to the development plan. A connecting 8' trail at the south end of Filing 11 and one that bisects the development is advised.

iv. **Provide outdoor recreation** – Other than the existing Avenue C trail and a small centrally located pocket park, there is no realistic component of outdoor recreation to this proposal. The 2008 application included a central one acre lot that was accessible from two streets. Staff encourages the development to have more useable open space than currently proposed. Elimination of Building 20 at a minimum with some grading changes will be a positive step in creating usable recreation space. An east-west connecting trail, is included in this plan set along the south end of Eagle Ridge Dr. to Bear Canyon Dr. Adding a landscape buffer of at least three feet along this trail will provide better safety for pedestrian travel.



v. **Is of overall compatible architectural design, achieves adequate screening, and ensures compliance with performance standards** – The overall architecture will generally follow the design aspects of the approved townhomes located on Redstone Drive and Foxwood Ln. However, many of the buildings will be enlarged to four-plexes. Landscaping and screening are identified on sheets L1.0-3.0. All landscaping shall conform to requirements set forth by the relevant Town codes and verified by the Parks Department. The Applicant will be expected to agree to the performance standards adopted by the Town.

Degree of Conformance: Moderate

## ***V. Subdivision Approval***

A subdivision application will be approved by Town Council only if it is found to be compliant with the criteria set forth in *MC* 16.16.030. A subdivision plat will be provided at the preliminary stage of the application and will be reviewed by the Town attorney and engineer for compliance. Per *PZ* 2019-5, "One or more amended plats to define the boundaries of the individual units within each building shall be prepared for each building envelope based on as-built surveys after construction, which may be approved on staff level." Sale of individual units may not occur until the amended plat is recorded with Garfield County. Any revisions and corrections will be made prior to Council meeting.

## ***VI. Staff Recommendations:***

Staff recommends the Planning Commission explore the following alternatives to the proposal prior to deciding on Resolution 2020-06:

1. Integrate areas of strategic commercial development within the mixed-use zone of the CVR master plan.

2. Soften the transition created by the juxtaposition of large single-family homes with multi-family townhomes.

3. Improve the parking arrangement and resulting traffic congestion that results from parked vehicles along both sides of the streets.

4. Expand road ROWs to include 5' green buffers between road and sidewalk.

5. Improve pedestrian circulation to provide direct access to open space, parks, and other areas of Castle Valley Ranch. Create greater trail connectivity. Possibly add an east-to-west trail corridor throughout development and along the southern property border

6. Expand Open Space C to include useable recreation space.

7. Provide a general plan for the vacant parcel east of the proposed development in order to guide considerations for how best to use the mixed-use zone, trail routing, and road configuration.

8. Eliminate Buildings 12 & 13 in order to minimize fill material at the south end of the property and retain the natural topography.

9. Consider more strategic places for snow storage to minimize removal efforts by Public Works.

10. Design C Ave as part of a greater wildlife corridor potentially accessible by emergency vehicles when needed.

11. Street names be approved through Garfield County Communications to avoid any duplication of names in the county dispatch area.

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

**Planning Department**
**Phone:** (970) 984-2311
**Fax:** (970) 984-2716
www.newcastlecolorado.org

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# Memorandum

**To:** Town Council

**From:** Paul Smith

**Re:** Agenda Item – Review of the Denial for Resolution No. PZ 2020-07 regarding a preliminary PUD application for Filing 11 in Castle Valley Ranch

**Date:** 7-21-20

**Purpose:**

On May 13, 2020, the New Castle Planning Commission opened the hearing for Resolution PZ 2020-06 on a preliminary PUD application for Filing 11 in Castle Valley Ranch. The application consisted of 91 duplex, triplex, and four-plex units on approximately 13.5 acres. At the continuance on May 27, 2020, the Commission – as the approval body for preliminary PUD applications – unanimously denied the application because of noncompliance with the Comprehensive Plan, Section 17.100.090(A)(6) of the municipal code, and other grounds as reflected in the record of the public hearing pursuant to the approval criteria for PUD applications in Section 17.100.090. Specifically, the application:

- ***Is NOT generally compatible with adjacent land uses***
  - Development in the vacant parcels to the north and east remained undetermined. A master plan amendment, introduced by the applicant on February 12, 2020, intended to rezone all land in CVR owned by the application from mixed use to residential, which would clarify the nature of development of those parcels. However, the master plan amendment was deferred by the applicant until August 26, 2020. Therefore, the application's compatibility with the neighboring parcels remained difficult to ascertain.
  - The proposed style and density of multifamily units was deemed to be out of balance with the large, single-family residential homes on South Wildhorse. Adverse impacts on aesthetics and property values would be likely.

- ***Is NOT consistent with the comprehensive plan***
  - Residential or commercial development of 50 lots/units or greater shall include a mix of land-use types that "provide effectively integrated convenience retail, employment, services, parks/open space/trails, public transit, and non-motorized access *(Goal CG-4A)*. Proposed amenities are used sparingly.
  - A large-scale, multifamily development would challenge the livability of the community. Shortcomings with parking, usable open space, non-vehicular circulation, and snow storage will

generate a more utilitarian experience rather than one hospitable to quality places that people want to live, work, play, and learn in *(Goal CG-5)*.

- Mixed-use zoning, as defined in the master plan, Town code, and the comprehensive plan, signifies a mixture of residential and non-residential development. Mixed-use affords a community the possibility for local amenities, services, and possible employment *(Goals CG-4A thru E)*;
- Existing wildlife corridors would be displaced with little attention given to relocation habitat *(Goal EN-1).* Sensitive environmental areas will be preserved, and open space corridors will be used to break up continuous areas of development *(Goal POST-4A-B)*.
- Though marketed as competitively priced, the multifamily units would likely sell at price points at or above $400k similarly to other townhomes in CVR. New development should embrace aspects of genuine affordability with a diversity of densities, types, and unit sizes (Goal HO-2A).
- Sidewalks and trails could go further in generating connectivity between neighboring parks, open space, and other filings along CVB. Separated sidewalks and a trail easement between Ganley and Prendergast were recommended *(Goal T-1F).* The intent of the Commission is to encourage non-motorized trails and generous open space which promote recreational value *(Goal POST-3)*.
- Road designs do not adequately accommodate public safety access and will increase road maintenance. Single car garages mean owners will habitually default to using the garage as storage and at least one vehicle parked on the street. Mobility will be tight even in the best conditions. The resulting congestion, as already experienced on Redstone Dr. and Foxwood Ln., will lead to costly snow removal and at times generate obstacles for emergency equipment *(Goal T-1G)*.

- ***The uses proposed are NOT permitted outright in all instances***
  - Roughly 2/3's of the site plan spans mixed use zoning. While multifamily housing is a permitted use in the mixed-use zone district, the zone district is designed for a mixture of uses in accordance with the adopted Smart-Growth model and is meant to complement residential areas by providing needed services and amenities. Developing only residential in the mixed-use zone does not comply with the purpose of the zone district.
  - Due to obligations with a restrictive covenant, the applicant is compelled to develop only residential on the property. This obligation, however, does not mean the applicant is forced into exclusively multifamily townhome development. Staff and the Commission offered possible solutions for development which, though forfeited the commercial, offered diversity, amenities, and enhanced livability. None of those proposals were ultimately adopted.

According to Section 17.100.070 § D, "the applicant may take a disputed decision of the planning commission to the town council for review. If, in the town council's sole discretion, the finding of the planning commission may have been in error, the town council shall refer the application back to the planning commission for reassessment."

The applicant contends that the proposal meets the code standards and design requirements as set forth in the Public Works Manual, zoning provisions, and adopted building codes. The satisfaction of those requirements notwithstanding, the Commission made its decision based on the approval criteria of Section 17.100.090 as required by the code. The Commission concluded that the application contains significant enough shortcomings in the manner discussed above to warrant denial. The Council is charged with deciding whether this conclusion was in error.

Thank you,

Paul Smith
New Castle Town Planner

# Castle Valley Ranch

## Planning Area17

## Preliminary and Final Plan Re-Submittal

**April 2022**

Prepared for:

**Town of New Castle**
Box 90
New Castle, CO 81647

Prepared by:

SGM
118 W 6th Street
Glenwood Springs, CO 81601

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January 13, 2022

Mr. Paul Smith, Town Planner
Town of New Castle
P.O. Box 90
New Castle, Colorado 81647

**RE: Filing No. 11, Castle Valley Ranch Planning Area #17**
**Preliminary and Final Plan Re-Submittal**

Dear Paul,

The purpose of this letter serves to provide a cover transmittal of the Preliminary and Final Plan re-submittal for Filing Number 11, PA #17 of Castle Valley Ranch Subdivision. This re-submittal is exactly as originally submitted in February 2020 and includes the updated site layout that address conditions provided by the Planning and Zoning Commission and specifically referenced and addressed in the November 22, 2021 letter to Town Attorney David McConaughy from David Myler on behalf of CVR Investors.

This re-submittal is provided for the Town's ongoing review of this project.

Please let us know if you have any comments or questions.

Sincerely,

Dan Cokley, P.E.
SGM Principal

**CVR INVESTORS, INC.**
5282 Red Pass Way
Castle Rock, CO 80108
303.549.1916

November 16, 2021

*Via Electronic Mail*

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

Re: *CVR Filing 11* - Portion of PA17 and remaining PA19

Mayor Riddile, New Castle Council and New Castle Planning Commission:

I am writing in advance of the upcoming meeting on our application for combined preliminary/final plat approval for Filing 11. Since 2019, we have endeavored to work responsibly to design a quality residential housing project that will meet the needs of New Castle now and into the future. Although we and the town have not agreed on all points, we believe we have made substantial modifications to the plan to respond to the Commission's requests. More recently, we met with members of the town staff to better understand their concerns as well as to discuss solutions. Included at the end of this letter is a table showing the numerous changes and concessions we have made since the original application was submitted. It is our hope to continue working constructively with the Commission and staff to find a path forward to a successful outcome that also preserves the financial viability of our plan.

The following points represent comments from CVR Investors, Inc. ("CVR") in response to the conditions imposed by the Commission during the review of our application and which resulted in a recommendation to Town Council for conditional approval.

The following are our responses to the conditions outlined in paragraph six of the Resolution approving the preliminary/final plat application.

*A. Eliminate, reorient, or reduce the following buildings that adversely impact the natural character of the Property and the livability of the community: Eliminate Buildings 23 and 24 to make central open space more usable and to promote outdoor recreation; and Orient Building 29 so that the building is parallel to Eagle Ridge Drive.*

CVR is agreeable to re-orienting Building 29 to be parallel to Eagle Ridge Drive. However, the Commission's request to eliminate buildings 23 and 24 seriously impacts the project's economic feasibility. The original sketch plan application included 91 triplex and quad-plex structures. Over the course of our review with the town, the

dwelling unit count has been reduced to 85 units through replacement of many triplex structures with duplexes. This substantial density reduction was made in response to the Commission's input. An economically viable project requires a critical minimum unit count to retain development viability and to accommodate the Commission's desires. Eliminating Buildings 23 and 24 results in a single-loaded Falcon Ridge Court layout, that effectively doubles our per unit costs. The Commission's rationale for this additional unit reduction was "to make central open space more usable and to promote outdoor recreation." As a better alternative we propose constructing "Serenity Park" in the southwest portion of the project. This 0.4-acre site offers better active/passive outdoor recreation opportunities in a more functional space. The elevated location has better views across the property, direct access to the C-Avenue trail, handicap accessibility and better serves the needs of the neighborhood. The entire project will be regraded during development. This will result in complete site revegetation. Because of this site manipulation the current undeveloped "natural" character will change. We believe that Serenity Park offers a better developed character configuration than Open Space C. As noted, and at the request of the Commission, CVR has already substantially reduced the unit count down to 85 units. This unit decrease threatens the economic feasibility of this development, but we have agreed to do so in our good faith effort to cooperate with the Commission.

It is our desire, and we believe TONC's, to build a product that is more affordable. This requirement to further reduce density simply increases our costs and makes our product less affordable. An additional reduction our unit count is unacceptable for the reasons listed below.

The idea of improving "livability (sic) of the community "through density reduction conflicts with one of the fundamental tenets of the New Castle Comprehensive Plan: which favors "higher building densities and smaller home sizes. "(Policy HO-2B.) We believe that the Serenity Park alternative both enhances community livability and supports tenants of the Comprehensive Plan. CVR went to great lengths to create more functional open space by designing Serenity Park. As noted above, the park incorporates gentle grades to facilitate functional recreation areas that would be accessible to all New Castle residents; not just those in this subdivision. Finally, as previously outlined, CVR intends to install a retaining wall in Open Space A, which enhances useable space there with flatter grades.

The Commission should keep in mind that anticipated buyers of these units are likely to be retired couples looking to down-size their living needs. Although Castle Valley Ranch has met all its open space dedication requirements, CVR is still creating additional active/passive open space in Filing 11. The CVR Annexation Agreement specifies 10% of the acreage per the Second Amended Annexation Agreement. The 10% active/passive open space obligation was met prior to this filing. The active and passive recreation space at Serenity Park better serves the needs of the neighborhood than a playground and recreation area in the backyards of the units. Maintaining the units of Buildings 23 and 24 in conjunction with adding Serenity Park is the best way to balance these interests.

Regarding overall impact, the Filing 11 density of approximately 6.27 units per acre is far less than the maximum density permitted in the PUD. In fact, this development has the lowest possible density for the MF-2 Zone District. Filing 11 density is less than one-half

of that approved for nearby Eagle's Ridge. The Planning Commission recommended approval of 35 units on Eagle's Ridge just east of Filing 11 on 2.218 acres, or 15.78 units per acre which exceeded the maximum densities in section 17.128.070[F] of the Municipal Code. Ultimately, Council approved the plan with 30 units, or a density of 13.53 units/acre, which also exceeds the Town's allowed density and which subsequently required a variance. CVR PUD, which includes Filing 11, has an approved site-specific development plan with vested rights that allows the same density as Eagle's Ridge, but the proposed density of Filing 11 is half the density of the approved Eagle's Ridge.

For all these reasons, CVR believes that the proposed Serenity Park meets the objectives of the New Castle Comprehensive Plan, functionality of the neighborhood and the objectives of the Planning Commission without a further unit reduction of Buildings 23 and 24.

*B. The covenants for Filing 11 shall prohibit the parking of boats, trailers, campers, RVs, and inoperative vehicles in driveways or on public rights of way for no more than 48 consecutive hours.*

**We agree to this condition.**

*C. Upgrade the open space off of Falcon Ridge Court as a central "green" with functional active or passive space.*

CVR's response to this condition is detailed the preceding section "A." In addition, Filing 11 will include a retaining wall at the north end of Open Space A thereby creating grades that will support functional active or passive space.

*D. Applicant shall adequately screen the western portion of Filing 11 from the adjacent homes along South Wild Horse Drive and Mt. Harvard Court.*

CVR agrees to pay the cost of two trees per duplex lot (one per unit) in the open space adjacent to each rear lot line of the lots lot along the west border of Filing 11. These trees are to be planted and maintained by the town in conformance with the previous agreement. We believe that planting too many trees along the rear lot lines would be detrimental to the aesthetics in this area because they would over-crowd the area with tree canopies. One tree per unit will sufficiently buffer the duplexes from the adjoining uses because this configuration would allow the trees to grow to full maturity without interfering with one another. The developer is not required to "construct parks or recreational facilities or to fund construction of the same," but instead is required to pay the Recreational Facilities Development Fee to the Town. Additionally, the developer is not required to construct Open Space A pursuant to the Second Amended Annexation Agreement. Notwithstanding the fact that developers have already met the required 10% park/open-space dedication acreage, CVR agrees to dedicate Open Space A as additional park/open-space land so New Castle can construct this improved area in accordance with our plans.

The 12-to-15-foot elevation difference between the western border of Filing 11 and the homes on the east side of South Wildhorse Drive provides ample vertical and horizontal buffering to the units on the west even without the proposed trees. According to SGM, the existing grade of homes along South Wildhorse are 12-to-15 feet higher than the

proposed grade of the townhomes to be developed along Eagle Ridge Drive. Units along South Wildhorse are unlikely to have impacts with the construction of the townhomes.

*E. Identify all permanent snow storage easements on the final plat and any temporary locations on the phasing drawings. In addition to the snow storage areas shown on the revised site plan submitted with the Amended Preliminary Plan, a snow storage easement shall be designated to the east of Building 11 consistent with the comments from the Public Works Director. Snow storage shall be free of all obstructions including fences.*

**We agree to this condition.**

*F. Install street signage stating, "NO PARKING ON STREETS 48 HOURS AFTER A SNOWFALL EVENT OF 2" OR MORE."*

CVR is willing to comply with the snow removal parking standards imposed throughout the Town New Castle. If the New Castle Council adopts a regulation imposing the standards noted in this condition, CVR will comply. The Town of New Castle receives an annual snowfall of 17 inches per year. Larger snowfalls in New Castle are infrequent and with a warming climate are likely to become less common. We believe it is both unfair and improper to apply a unique standard to Filing 11 that is inconsistent with the practices used in the rest of the town. There is no standard in the Public Works Manual, the Town Code, or any other governing resource that requires this parking limitation.

CVR's design exceeds the snow storage recommendations made by the Town Engineer and meets all the requirements of the Public Works Manual. CVR has actively worked with the Public Works Department on snow removal parking alternatives. For example, the Public Works Department suggested that CVR agree to alternate side of the street parking restrictions with no parking on the odd side of the street on the first day of the snow event, and then no parking on the even side on the day after. CVR agreed to this option only to later discover that the Town changed its position by contending that the drivers of the snowplows said it would be too inconvenient.

CVR believes that prohibiting parking throughout the development for two full days after a storm does not work. Applying a different standard in Filing 11 is not only arbitrary, but it is unfair and inconsistent. The New Castle Comprehensive Plan explicitly describes a preference for on-street parking as a traffic management protocol. (Policy CD-1E.) Efforts to restrict on street parking in this development is contradictory to the comprehensive plan policy and is inconsistent with the practices in the rest of the community.

*G. Provide 5' landscape ("green") buffers between the road and sidewalks along both sides of Bear Canyon Drive, and the inner radial lane of Eagle Ridge Drive. All green buffers shall be lined with trees except in designated easements.*

The applicable New Castle Ordinance provides as follows:

"Sidewalks are required on both sides of all streets and shall be at least four feet wide in residential areas and six feet in commercial areas. **Residential areas shall have sidewalks of the "Hollywood" design on local residential streets. Collector streets shall have vertical curb and gutter and attached sidewalk.** In residential areas, arterial streets shall have a vertical curb and detached sidewalk at least five feet in width

separated from the curb by a minimum of four and one-half feet. Design of streets in commercial and industrial areas shall be approved by the planning commission."

Filing 11 is designed to comply with TONC's requirements in all respects. CVR spent substantial time discussing this issue with Town staff and the Commission to later discover that the Town's own municipal code mandates attached sidewalks. There is no justification for requiring CVR to detach its sidewalks in conflict with the town ordinance. There are no other requirements in the Public Works Manual or anywhere else specifying separated sidewalks. CVR will comply with the applicable requirements of the adopted town ordinance. In a spirit of cooperation, CVR agrees to install these greenbelts along Bear Canyon Drive.

*H. The boundary of the open space area at the southwestern end of Filing 11 shall be revised to incorporate the entire length of the trail that connects to Eagle Ridge Drive as shown on the revised site plan. Said open space and trail shall be owned and maintained by the HOA for the development but shall be open for public use.*

**We agree to this condition.**

*I. Design Bear Canyon Dr. As a 60' right-of-way according to comments from the Public Works Directors. No homes in this filing or any future filing north of the southern intersection of Eagle Ridge Drive and Bear Canyon Drive shall front or be accessed off of Bear Canyon Drive. Parking shall be allowed on both sides of Bear Canyon Drive.*

**We agree to this condition for the north-south leg of Bear Canyon Drive described in this filing.**

*J. Specify on the plat that Open Space A shall be owned and maintained by the Town and that all other open space areas within the development shall be owned and maintained by the HOA.*

**We agree to this condition.**

*K - W.*

**We agree to these boilerplate conditions.**

*X. Diversify color and texture of the buildings within the subdivision.*

CVR is willing to diversify the color of buildings within the subdivision. However, diversifying textures within the project will increase the costs-per-building because of a loss of economy of scale associated with constructing multiple buildings at once. The requirement of orchestrating different trades for different cladding for each building is both expensive, onerous and inefficient.

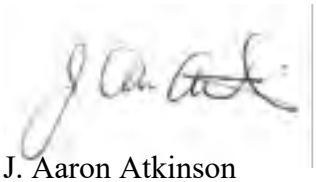
This request is beyond the scope of the Planning Commission. It is the developer's responsibility to propose a project layout and, in this case, building design. A condition which specifies textures on the buildings is not supported by town ordinance, the Public Works Manual, or the Comprehensive Plan. Final design of buildings in Filing 11 will be subject to review and approval by the Architectural Control Committee (ACC). We believe this request exceeds the standard of evaluating "overall architectural design" and conflicts with responsibilities of the ACC.

As noted, CVR is willing to diversify colors of the buildings, to address concerns for the monochromatic color schemes of the units and at the same time maintain the sense of uniformity that is essential to this development. We agree to diversifying colors, but not textures.

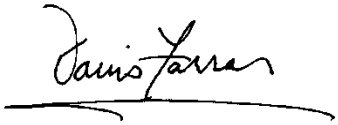
CONCLUSION

Our goal is to build a successful beautiful community that contributes to the character of New Castle and that we all can be proud of. We have demonstrated our willingness to cooperate with the Commission and look forward to finding a successful path forward. We have agreed to comply with the majority of the Commission's requests. However, there are some conditions that if imposed will jeopardize the financial viability of Filing 11. We hope this letter effectively explains our position on the various conditions. We look forward to positively moving to final approval of Filing 11 with a beneficial outcome for New Castle.

Sincerely,



J. Aaron Atkinson
President
CVR Investors, Inc.



Davis Farrar
Planner
Western Slope Consulting, LLC

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December 7, 2021

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901 Grand Avenue, Ste 201
Glenwood Springs, CO 81601

Via email at dmcconaughy@garfieldhecht.com

Re: Filing 11, Castle Valley Ranch

Dear David,

I am writing in response to your suggestion for moving the Filing 11 Application forward as set forth in your email of November 22nd. Please consider the following:

1. Applicable Land Use Code Sections. CVR Investors, Inc. continues to believe that Filing 11 and all future filings should be processed under Titles 13 and 14 as they existed in 2002. This position is not only supported by Paragraph 4 of Ordinance 2002-2 but by Title 17 itself. Section 17.104.020 provides that each new filing within Castle Valley Ranch shall be processed in accordance with the procedures and standards set forth in Titles 13 and 14 and that the Town Council will approval Final Plans and Plats. Nevertheless, in order to conclude the Filing 11 process as expeditiously as possible, Investors will agree to continue utilizing Titles 16 and 17, but reserves the right to revisit the appropriate Titles for future filings.

2. Current Procedural Status of Filing 11 and Next Steps. We propose a modified version of the proposal that you described in your November 22nd email. As explained below, we believe that the next step should be submission of the combined Preliminary/Final PUD Plan and Subdivision Plat that were denied by the Planning Commission pursuant to its Resolution 2020-6.

   By way of background, it is clear that Sections 17.100.040 (PUD) and 16.16.010 (Subdivision) authorize the Town Administrator to permit the filing of a combined Preliminary/Final PUD Development Plan ("Plan") and a combined Preliminary/Final

Subdivision Plat ("Plat"). However, the procedures for approval of Plans and Plats only relate to separate Preliminary and Final Plans and Plats. There is no specified procedure for combined applications. If a combined Preliminary/Final Plan and Plat are authorized and filed, it would make sense that they would be processed under the rules applicable to Final Plans and Plats since there are no additional steps and it is clear that the Council is the decision maker when it comes to Final Plans and Plats. Accordingly, the denial of the combined Preliminary/Final Plan and Plat by the PC in June of 2020 (Resolution 2020-6) should have been submitted to the Council as a PC recommendation of denial. The Council would then have final authority to accept the PC's recommendation and deny the combined Plan and Plat or approve them with or without conditions.

The process whereby an applicant may request reconsideration of a denied Preliminary Plan and Plat by the Council only applies to separately filed Applications for Preliminary Plans and Plats. It does not apply to a denial of a combined Preliminary/Final Plan and Plat. We believe that it was a procedural mistake for the PC to submit only the denied Preliminary Plan to the Council. If the Final Plan and Plat procedures apply, both the combined Preliminary/Final Plan and Plat should have been forwarded to the Council for action based upon the PC's recommendation.

As I understand the facts, Investors never amended its Applications or requested that only the denied Preliminary Plan be submitted to the Council by itself. The staff seems to have invented this procedure assuming that the combined Preliminary/Final Plan and Plat were to be processed under the Preliminary Plan and Plat procedures whereby the PC has authority to deny those types of applications. There is, however, no logical or legal support for that position.

Investors proposes that the combined Preliminary/Final Plan and Plat that was denied by the PC be submitted to the Council under Sections 17.100.80 and 16.16.030.G.7 along with the PC's recommendation of denial. Even though the process was flawed, it does not make sense to ignore the PC's recommended conditions. Investors will agree to accept all of the PC's conditions described in PC Resolution 2020-9, except the ones objected to in my letter of November 22, 2021. We will also agree to all of the concessions described in the attachment to that letter and will agree to modify the Final Plat to accommodate the acceptable conditions and concessions. And, of course, we will consider any additional conditions that the Council may want to impose. Review by the Council does not seem to require a public hearing, and we will not need to return to the PC. We also propose that any processing deadlines be waived or tolled since we were not responsible for the procedural error.

3. Vested Right Analysis. It is likely that the primary focus of the next meeting with Council to review the denied Plan and Plat will be the five conditions described in my letter that are not acceptable to Investors. In discussion with Council regarding those conditions, the vested

rights analysis also set forth in that letter will likely come into play. Accordingly, I would appreciate your thoughts regarding our vested rights position in advance of that discussion.

I look forward to your questions and comments, as well as the opportunity to discuss this proposal with you at your earliest convenience.

Very truly yours,

THE MYLER LAW FIRM, P.C.

By: _____
David J. Myler

DJM/cv

cc: John Elmore (via email)
Davis Farrar (via email)

# *CASTLE VALLEY RANCH*
# *PLANNING AREA 17*

## *SUPPLEMENTAL INFORMATION*

**FEBRUARY 2020**

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**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<br>FAX:<br>E-mail: aa@hackstafflaw.com |
| Property Owner: CVR Investors, Inc. | |
| Address: | Phone:<br>FAX:<br>E-mail: |
| Contact Person: Aaron Atkinson | |
| Address: | Phone:<br>FAX:<br>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): R and 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

*Combined Preliminary/Final Application

This development would create 91 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 10th day of February, 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: Subdivision and PUD

Property description: See Attached

CERTIFICATE OF DEDICATION AND OWNERSHIP:

Know all men by these presents that, CVR Investors, Inc., a Colorado Corporation, being sole owner in fee simple of all that real property, described as follows:

A parcel of land situated entirely within Initial Property 1 and Initial Property 2 as described at Reception No.784749, also being located within the W1/2NW1/4 Section 32, and the E1/2NE1/4 Section 31, Township 5 South, Range 90 West of the 6th. Principal Meridian, County of Garfield County, State of Colorado, said parcel being more particularly described as follows:

Beginning at a point on the southerly right-of-way line of Castle Valley Boulevard as recorded at said Reception No. 784749 from whence the West 1/16$^{th}$ Corner of said Section 32 and Section 29, a 3/4" rebar and 2 1/2" aluminum cap stamped P.L.S. 36572 bears N 42°08'36" E, a distance of 1446.48 feet with all bearings contained herein being relative to the assumed bearing of N 27°11'32" W the line between said West 1/16 Corner and the West 1/4 Corner of said Section 29 a Bureau of Land Management monument being a 3.25" Aluminum cap on a 3" diameter aluminum post; thence 21.22 feet along a curve to the left, having a radius of 44.51 feet, a central angle of 27°18'49", the chord of which bears S 42°13'24" W, a distance of 21.02 feet; thence S 28°34'39" W, a distance of 29.99 feet; thence S 22°50'32" W, a distance of 346.80 feet; thence 244.57 feet along a curve to the left, having a radius of 135.00 feet, a central angle of 103°47'49", the chord of which bears S 29°03'22" E a distance of 212.47 feet; thence S 80°57'17" E, a distance of 5.00 feet; thence S 09°02'43" W, a distance of 53.00 feet; thence N 80°57'17" W, a distance of 5.00 feet; thence 34.73 feet along a nontangent curve to the right, having a radius of 188.00 feet, a central angle of 10°35'03", the chord of which bears N 75°39'45" W a distance of 34.68 feet; thence S 02°16'05" W, a distance of 96.65 feet; thence S 70°35'25" W, a distance of 95.30 feet; thence S 84°24'07" W, a distance of 127.87 feet; N 84°46'51" W a distance of 21.15 feet to a point on the West Line of said Initial Property 2 also being the East Line of said Initial Property 1; thence N 84°46'51" W, a distance of 84.98 feet; thence N 00°00'00" E, a distance of 74.92 feet;thence N 83°08'54" W, a distance of 84.73 feet; thence 159.02 feet along a curve to the right, having a radius of 1049.59 feet, a central angle of 8°40'51", the chord of which bears N 78°48'29" W, a distance of 158.87 feet to a point of non-tangency; thence S 15°31'57" W, a distance of 99.69 feet; thence S 83°11'09" W, a distance of 34.74 feet;thence N 53°13'34" W, a distance of 148.60 feet; thence N 36°03'04" W, a distance of 99.26 feet; thence N 15°11'49" W a distance of 186.22 feet; thence N 49°26'09" W a distance of 30.00 feet to a point on the coincidental lines between said Initial Property 1 and Parcel B, as recorded at Reception Number 687288; thence N 40°33'51" E, a distance of 125.49 feet along said coincidental line to the westerly most point of Initial Property 2, thence the following two (2) courses along the coincidental lines of said Parcel B and said Initial Property 2:

N 40°33'51" E, a distance of 283.40 feet

N 55°43'05" E, a distance of 455.98 feet to a point on the coincidental lines of said Castle Valley Boulevard right of way and said Initial Parcel 2; thence along said coincidental line 410.81 feet along a curve to the left, having a radius of 862.01 feet, a central angle of 27°18'20", the chord of which bears S 55°38'49" E, a distance of 406.93 feet to the point of beginning, said parcel containing 13.538 acres (589725 square feet), more or less. Have by these presents laid out, platted and subdivided the same into lots and blocks as shown hereon and designate the same as Castle Valley Ranch Filing 11 in the Town of New Castle, County of Garfield, State of Colorado; and do hereby grant to the Town of New Castle, County of Garfield, Colorado, for public use the streets shown hereon, including avenues, drives, courts, places and alleys, the public lands shown hereon for their indicated public use and the utility and drainage easements shown hereon for utility and drainage purposes only; and so further state that this subdivision shall be subject to the protective covenants filed and recorded for this subdivision in the office of the Clerk and Recorder of Garfield County, Colorado as Document No._____.

EXECUTED this _____ day of _____, A.D. 2020.

Owner CVR Investors, Inc., a Colorado Corporation

STATE OF COLORADO )
COUNTY OF GARFIELD ) ss.
TOWN OF NEW CASTLE)

The foregoing dedication was acknowledged before me this _____day of _____, A.D. 2020,

by _____.

My commission expires _____.

WITNESS MY HAND AND SEAL,

_____
Notary Public

Town Council Certificate:

This plat approved by the [Town Council/Planning Commission/Town Administrator] of the Town of New Castle, Garfield County, Colorado, this ___ day of _____, A.D. 2020, for filing with the Clerk and Recorder of Garfield County and for conveyance to the Town of the public dedications shown hereon, subject to the provision that approval in no way obligates the Town of New Castle for financing or constructing of improvements on land, streets or easements dedicated to the public except as specifically agreed to by the Town Council.

_____
Mayor
Witness my hand and the seal of the Town of New Castle.

Attest:

_____
Town Clerk

# 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 | | | |

# CVR INVESTORS, INC.

5282 Red Pass Way
Castle Rock, CO 80108
303.549.1916


February 10, 2020

*Via Electronic Mail*

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

Re: *Application for Combined Preliminary/Final Plat Approval for Filing 11*

Dear Commissioners:

We are tendering our application for combined final/preliminary plat approval in regards to Filing 11 in Castle Valley Ranch. The following outlines our fundamental basis for the application.

As witnessed during the Sketch Plan process in late 2019, our application meets all the objective criteria outlined in section 17.100.090 of the Town Code. The only item from Sketch Plan which Staff identified as less than "Moderate" conformity with the Code involved the question of the uses proposed being within the PUD permitted outright or by special review. (Sketch Plan staff report of 9/9/19 at 5.)

With regard to the uses as being permitted, objectively the uses are permitted by right, as confirmed by Staff: "[i]n both residential and mixed-use zones, townhomes are permitted by right." (Sketch Plan staff report of 9/9/19 at 5.) As such, it is difficult for us to accept anything less than a "high" level of conformity with that requirement.

While we understand the Town's interest in being comfortable with the prospect of future commercial development, we have a pending application in which we've outlined our position on commercial development, which we incorporate here. In sum, like the Town, we are interested in smart growth in New Castle, and we firmly believe that this filing furthers that goal.

Nevertheless, in response to queries and concerns from both the Planning & Zoning Commission, as well as Town Council, we have made several alterations to our submittals. First, we have widened the southerly sidewalk to 8' as an east-west trail connector to future development. Further, we have added a bulk of parking spots at the southern border of the parcel for both snow storage as well as to provide residents and

guests with convenient parking which does not unduly restrict traffic flow. Finally, we conducted a community forum at the strong urging of both Town staff and City Council. While there were only three citizen attendees (not including a few Councilmen and staff members), we did address questions and concerns from them and were pleased to do so.

I. NATURE, DESIGN & APPROPRIATENESS OF PROPOSED LAND USE ARRANGEMENT FOR SIZE & CONFIGURATION OF PROPERTY INVOLVED

Castle Valley Ranch Filing No. 11 covers an area of Castle Valley Ranch (approximately 13.538 acres). Under the Master Plan, this parcel spans vacant land which is presently zoned for residential use, and also spans vacant land which is zoned as mixed use. Our company has a pending development application to have the entirety of Planning Area 17 (as well as the remainder of this company's holdings in New Castle) designated as "Residential" in the map attached to the Master Plan, which will include a portion of this filing.

Castle Valley Ranch Filing No. 11 will plat only the westerly half of the remaining undeveloped portion of Castle Valley Ranch immediately south of and adjacent to Castle Valley Boulevard.

As the Commission witnessed during the Sketch Plan process for this filing, the Applicant has met all of the objective requirements of the Town of New Castle for this development. Attached hereto are the other materials in compliance with section 16.16.020 and 16.16.030 of the New Castle Town Code.

The proposed development will contain triplex and four-plex structures conceptually similar to the product in Filing 9, which lies immediately north of Castle Valley Boulevard from this parcel. It is anticipated that there will be 27 lots, which will largely be comprised of triplexes with several four-plexes.

Nestled within the center of this development will be a neighborhood park for the enjoyment of the Castle Valley Ranch residents. It will be reached via a public sidewalk and trail system which will connect to the west to an extended existing pedestrian trail bisecting Filings 8 & 11 and reaching Castle Valley Blvd. at the northwest comer of Castle Valle Ranch Filing No. 11. This is the Avenue C trail connection.

Vehicular access to this community will be from a single point of connection, with a divided entry, to Castle Valley Blvd., as depicted on the Final Plat.

All road improvements for Castle Valley Ranch Filing No. 11 are designed to be public and include paved public streets and sidewalks built to localized street standards.

Public water lines will be provided and will connect with an existing water main in Castle Valley Blvd. to the north and existing water mains to the west, serving existing residents in Castle Valley Ranch Filing No. 8. A sanitary sewer main tie-in to be constructed

offsite from Avenue C to Castle Valley Ranch Filing No. 1l will connect these homes to the Town's sewer system. Storm drainage will be handled through the street system and off-site storm sewers leading to two detention ponds to be constructed within the open space south and west of this development and to an area just to the east of the Castle Valley Ranch Filing No. 11 boundary.

This neighborhood meets the standards as set out in Title 16 Subdivisions, Chapter 16.28 Design and Improvements Standards of the Town's code. There are no natural hazards on the property or land with slopes greater than 35%.

Lots will be designed to be compatible with the zone district regulations of SF2 and MF-I within the residential and MU-2 zoned areas of this property.

All homes will be subject to and made a part of the existing Castle Valley PUD Homeowners Association. In addition, these townhomes will be subject to and made a part of a new sub-association unto itself. The covenants of this sub-association will resemble those of the Filing 9 townhomes, and they will be at least as restrictive as the Filing 9 covenants. They will be more tailored to this particular development and will be reduced to writing as development progresses.

## II. STATEMENT OF PRESENT OWNERSHIP & LEGAL DESCRIPTION OF ALL LAND WITHIN PLANNED UNIT DEVELOPMENT

All of the land referenced in this application is owned by CVR Investors, Inc., and the legal descriptions of the parcels in question are attached hereto.

## III. GENERAL INDICATION OF ANTICIPATED DEVELOPMENT SCHEDULE

The proposed development schedule for Castle Valley Ranch Filing No. 1 1 will be broken into two phases as depicted on the attached plat. We intend to commence development of Phase 1 as soon as an approved Final Plat for this development can be recorded.

## IV. COMPLIANCE WITH COMPREHENSIVE PLAN

As far as the objectives of the New Castle Land Use Plan, this plan affords compatibility with the character of the overall community and enhancement of existing public infrastructure.

The homes and neighborhood we are proposing fit into both Castle Valley Ranch and New Castle, as they are an updated extension of existing neighborhoods. None of the character that exists in Castle Valley Ranch today will be lost.

One of the goals of the Town’s Comprehensive Plan is to afford development of a variety of housing types: “[e]nsure a variety and mix of uses that complement the existing New Castle land-use patterns.” (Compl. Plan at 33.) Even though the proposed structures of

this subdivision are all multi-family in nature, we believe that this filing meets that objective.. This is because the Comprehensive Plan did not limit its scope merely to each proposed filing. For example, in 2009 the Comprehensive Plan states that "The majority of [the 1657 estimated housing units at that time] are single-family residences." (Comp. P. at 19.) Those multi-family units identified by the Plan in 2009 essentially remain the only multi-family products in the Town to this day. Only 18% of the dwellings in 2009 were multi-family units. Across the map of The Town of New Castle, there has been a need for multi-family development, which is met by our filing.

The Plan seeks to enrich the community at large with a variety of housing types across the entire Town of New Castle. At present, there is a dearth of multi-family offerings in New Castle, and this is a very under-served market for New Castle residents according to the Comprehensive Plan. Our filing squarely meets that longstanding, community need, and promotes community growth. (Goals CG-1 and CG4E, Comp. Plan at 50 and 52.)

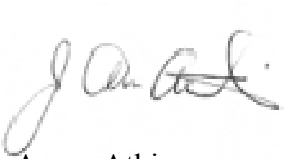
We have also provided for non-motorized access and interconnection between areas of the Town in our filing. (Compl. Plan at 33.) With the vital Avenue C trail connection, we are ensuring the cohesiveness of the entire New Castle community—bridging a geographical gap between the residences of Castle Valley Ranch and Lakota Canyon with the commercial enterprises of downtown New Castle. (Goal RT-1, Comp. Plan at 55.)

The attached plat incorporates open spaces and parks that are also part and parcel of the goals of the Comprehensive Plan (Comp. Plan at 33.) This is commensurate with the goal of providing different land-use categories within the filing: parks/open/space/trails, non-motorized access and large residential areas. (Goals CG-4 and POST-1, Comp. Plan at 52.) And, because irrigation will be accomplished through the use of raw water lines, there is recognition and appreciation for water use and energy conservation. (Goal I-1, Comp. Plan at 54.)

In short, this filing substantially complies with the terms of the Master Plan—even moreso given the market-based changes that we have witnessed since its creation in 2009. We have also exhibited an elevated level of compliance with the conditions in section 17.100.090 of the Town Code.

We are very enthusiastic about our plans to build and develop in New Castle. 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,



J. Aaron Atkinson
President
CVR Investors, Inc.

# WILL SERVE LETTER

February 6, 2020

CVR Investors Inc
Attn: Aaron Atkinson
1038 Country Club Estates Dr
Castle Rock, CO 80108

Re: Multi family units-Eagle Ridge Dr, Castle Valley Ranch Subdivision, New Castle

Dear Mr. Atkinson,

This letter is to confirm that Xcel Energy is your utility provider for natural gas and electrical service. In accordance with our tariffs, on file with and approved by the Colorado Public Utilities Commission, gas and electric facilities can be made available to serve the project at multi-family units Eagle Ridge Dr, Castle Valley Ranch Subdivision, New Castle.

Your utility service(s) will be provided after the following steps are completed:

- ***Application submitted to Public Service's "Builders Call Line (BCL)"*** – once your application is accepted you will be assigned a design department representative who will be your primary point of contact
- ***Utility design is completed*** – you must provide your design representative with the site plan, the one line diagrams, and panel schedules for electric and gas loads if applicable
- ***All documents provided by design representative are signed and returned***
- ***Payment is received***
- ***Required easements are granted*** - you must sign and return applicable easement documents to your Right-of-Way agent
- ***Site is ready for utility construction***

A scheduled in-service date will be provided once these requirements have been met.

It is important to keep in mind that the terms and conditions of utility service, per our tariffs, require that you provide adequate space and an easement on your property for all gas and electric facilities required to serve your project, including but not limited to gas and electrical lines and meters, transformers, and pedestals. General guidelines for these requirements can be found at Site Requirements. https://www.xcelenergy.com/staticfiles/xe-responsive/Admin/Managed Documents & PDFs/Xcel-Energy-Standard-For-Electric-Installation-and-Use.pdfEasement requirements can be found at Utility Design and Layout.

Xcel Energy looks forward to working with you on your project and if I can be of further assistance, please contact me at the phone number or email listed below.

Sincerely,

Samantha Wakefield
Xcel Energy Planner

Mailing address: Public Service Company of Colorado
1995 Howard Ave
Rifle, CO 81650

## 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 CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS**

| **For Closing Assistance** | **For Title Assistance** |
|---|---|
| | Melissa Schroder<br>5975 GREENWOOD PLAZA BLVD<br>GREENWOOD VILLAGE, CO 80111<br>(303) 270-0438 (Work)<br>mschroder@ltgc.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@hackstafflaw.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.ltgc.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 this transaction, the fees listed above will be collected at closing. | |
| **Thank you for your order!** | |

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Chain of Title Documents:**

**Garfield county recorded 04/15/2010 under reception no. 784749**

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

**Order Number: ABS63014515**

**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 $0.00
   Proposed Insured:
   A BUYER TO BE DETERMINED

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

   A Fee Simple

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

   CVR INVESTORS, INC., A COLORADO CORPORATION

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

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 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" € 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. 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 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' 25" 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 5 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. 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 PARÇEL 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 REARS S 78° 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 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 UNDEER 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 FLED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S 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. 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. **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

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

**Order Number: ABS63014515**

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; T
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. 733785.

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. **812500**.

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:** ABS63014515

**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 CVR 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. **901825**.

   SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED JANUARY 03, 2018, UNDER RECEPTION NO. **901826**.

2. WARRANTY DEED FROM CVR 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 THERETO.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

**Order Number:** ABS63014515

**This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.**

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. MAP AND STATEMENT OF THE CONTENTION DITCH RECORDED MARCH 4, 1884 IN BOOK 9 AT PAGE 127
10. RIGHT OF PROPRIETOR OF A VEIN OR LODE 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 407 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. 21051.
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. 24337

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**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 213.
15. AN UNDIVIDED ONE-HALD INTEREST IN ALL OIL, GAS AND OTHER MINERALS AS DESCRIBED IN INSTRUMENT RECORDED MARCH 25, 1980 IN BOOK 545 AT PAGE 681 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, 1964 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, 1964 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 407.
19. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED JANUARY 07, 1982 IN BOOK 590 AT PAGE 65.
20. MATTERS AS SHOWN ON THE MAP OF CASTLE VALLEY RANCH RECORDED AUGUST 10, 1983 UNDER RECEPTION NO. 344590 AS AMENDED BY AMENDED ANNEXATION AGREEMENT RECORDED MAY 30, 1989 IN BOOK 755 AT PAGE 38.
21. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT RECORDED AUGUST 10, 1983 IN BOOK 632 AT PAGE 542, FIRST AMENDMENT TO ANNEXATION AGREEMENT RECORDED DECEMBER 31, 1984 IN BOOK 662 AT PAGE 243 AND AMENDED ANNEXATION AGREEMENT RECORDED MAY 30, 1989 IN BOOK 755 AT PAGE 38.
22. TERMS, CONDITIONS AND PROVISIONS OF SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED AUGUST 15, 1983 IN BOOK 632 AT PAGE 951, AND AMENDMENT RECORDED MAY 30, 1989 IN BOOK 755 AT PAGE 62.
23. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE 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 961.
24. TERMS, CONDITIONS AND PROVISIONS OF SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED AUGUST 03, 1984 IN BOOK 654 AT PAGE 55.
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 966.

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**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

**Order Number:** ABS63014515

27. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE 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 961 AND AS AMENDED IN INSTRUMENT RECORDED FEBRUARY 08, 1996, IN BOOK 966 AT PAGE 679 AND AS AMENDED IN INSTRUMENT RECORDED NOVEMBER 06, 2000, IN BOOK 1216 AT PAGE 205, AND SUPPLEMENTED 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 210.

    ASSIGNMENT OF MASTER DECLARANT RIGHTS - CASTLE VALLEY RECORDED OCTOBER 23, 2009 UNDER RECEPTION NO. 776775.

    ASSIGNMENT OF DECLARANT RIGHTS RECORDED APRIL 15, 2010 UNDER RECEPTION NO. 784754.

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 689.

30. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE 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 FORFEITURE 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 731.

    ASSIGNMENT REGARDING DEVELOPMENT AGREEMENT RECORDED APRIL 17, 2008 UNDER RECEPTION NO. 746712.

32. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 16, 2006 IN BOOK 1780 AT PAGE 501.

    AGREEMENT REGARDING TOWN AGREEMENTS RECORDED APRIL 17, 2008 UNDER RECEPTION NO. 746713.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

**Order Number:** ABS63014515

33. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE #2006-11 RECORDED AUGUST 08, 2006 IN BOOK 1829 AT PAGE 736.

34. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED OF EASEMENT RECORDED MARCH 15, 2007 UNDER RECEPTION NO. 719068.

35. TERMS, CONDITIONS AND PROVISIONS OF WATER RIGHTS AGREEMENT RECORDED APRIL 17, 2007 IN BOOK 1915 AT PAGE 902.

36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT REGARDING TOWN AGREEMENTS RECORDED APRIL 17, 2007 UNDER RECEPTION NO. 721296.

37. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE 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 960.

38. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT REGARDING GRANT OF EASEMENT RECORDED APRIL 17, 2007 IN BOOK 1915 AT PAGE 975.

39. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT REGARDING SILVERADO TRAIL RECORDED APRIL 17, 2007 IN BOOK 1915 AT PAGE 987.

40. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED APRIL 17, 2007 IN BOOK 1915 AT PAGE 997.

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 FIXTURE FILING WITH ASSIGNMENT OF RENT, PROCEEDS AND AGREEMENTS RECORDED APRIL 17, 2007 UNDER RECEPTION NO. 721304 AND AGREEMENT REGARDING PRIORITY RECORDED APRIL 17, 2008 UNDER RECEPTION NO. 746717.

43. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION AND ASSIGNMENT OF RESTRICTIVE COVENANTS RECORDED APRIL 17, 2008 UNDER RECEPTION NO. 746714.

44. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ASSIGNMENT OF DECLARANT RIGHTS UNDER SECOND AMENDMENT TO THE DECLARANT RIGHTS UNDER SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CASTLE VALLEY RANCH, PLANNED UNIT DEVELOPMENT, AS AMENDED AND SUPPLEMENTED RECORDED APRIL 17, 2008 UNDER RECEPTION NO. 746715.

45. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AGREEMENT RECORDED APRIL 17, 2008 UNDER RECEPTION NO. 746716.

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**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

**Order Number:** ABS63014515

46. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE 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. **749007**.

    ASSIGNMENT OF MASTER DECLARANT RIGHTS - CASTLE VALLEY RECORDED OCTOBER 23, 2009 UNDER RECEPTION NO. **776774**.

    ASSIGNMENT OF DECLARANT RIGHTS RECORDED APRIL 15, 2010 UNDER RECEPTION NO. **784755**.

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. **753222**.

48. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ASSIGNMENT OF DEVELOPMENT RIGHTS RECORDED APRIL 15, 2010 UNDER RECEPTION NO. **784753**.

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. **784752**.

50. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTIONS RECORDED JULY 28, 2011 UNDER RECEPTION NO. **805834**, **805836** AND **805837**.

51. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED MAY 17, 2012 UNDER RECEPTION NO. **818838**.

52. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED AUGUST 01, 2013 UNDER RECEPTION NO. **838800**.

# LAND TITLE GUARANTEE COMPANY
# DISCLOSURE STATEMENTS

**Note: Pursuant to CRS 10-11-122, notice is hereby given that:**

(A) The Subject real property may be located in a special taxing district.

(B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).

(C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

(A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.

(B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.

(C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.

(D) The Company must receive payment of the appropriate premium.

(E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

**Note:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

(A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

(B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**Note:** Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

# JOINT NOTICE OF PRIVACY POLICY OF LAND TITLE GUARANTEE COMPANY, LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY LAND TITLE INSURANCE CORPORATION AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

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

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

# Commitment For Title Insurance

# Issued by Old Republic National Title Insurance Corporation

**NOTICE**

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMITMENT CONDITIONS**

1. DEFINITIONS
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Comitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements; and
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**

   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. **LIMITATIONS OF LIABILITY**
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I—Requirements;
      ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      iii. acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
   (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
   (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
   (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
   (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
   (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

   The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
8. **PRO-FORMA POLICY**

   The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **ARBITRATION**

   The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

Senior Vice President

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**
*A Stock Company*
*400 Second Avenue South, Minneapolis, Minnesota 55401*
*(612) 371-1111*

By _____ President

Attest _____ Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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# Engineer's Opinion of Probable Cost

## Subdivison Improvements Agreement

**Project** Castle Valley Ranch PA 17 - Phase 1 **SGM Project Engineer** Dan Cokley, P.E.
**Owner** CVR Investors 2/11/2020

| Item No. | Description | Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| 1 | Mobilization | 1 | LS | $ 30,000.00 | $ 30,000.00 |
| 2 | Clearing & Grubbing | 1 | LS | $ 5,000.00 | $ 5,000.00 |
| 3 | Topsoil Removal & Placement | 12000 | CY | $ 2.00 | $ 24,000.00 |
| 4 | Unclassified Excavation | 139400 | CY | $ 1.00 | $ 139,400.00 |
| 5 | Embankment Material | 138600 | CY | $ 2.00 | $ 277,200.00 |
| 6 | Saw Cutting Existing Asphalt | 650 | LF | $ 1.50 | $ 975.00 |
| 7 | Roadway Hot Mix Asphalt | 815 | Ton | $ 120.00 | $ 97,769.70 |
| 8 | Roadway Aggregate Base Course, Class 6 | 1508 | Ton | $ 35.00 | $ 52,764.60 |
| 9 | Castle Valley Blvd. Widening, HMA | 154 | Ton | $ 130.00 | $ 20,081.43 |
| 10 | Castle Valley Blvd. Widening, ABC Class 6 | 281 | Ton | $ 35.00 | $ 9,823.45 |
| 11 | Castle Valley Blvd. Widening, ABC Class 2 | 468 | Ton | $ 30.00 | $ 14,033.50 |
| 12 | C Avenue (Off-site Sewer), HMA | 176 | Ton | $ 130.00 | $ 22,932.00 |
| 13 | C Avenue (Off-site Sewer), ABC, Class 6 | 337 | Ton | $ 35.00 | $ 11,781.00 |
| 14 | Trail, HMA | 239 | Ton | $ 120.00 | $ 28,665.00 |
| 15 | Trail, ABC, Class 6 | 453 | Ton | $ 35.00 | $ 15,865.08 |
| 16 | Trail, Separation Fabric | 1444 | SY | $ 3.50 | $ 5,055.56 |
| 17 | Riprap | 90 | SY | $ 150.00 | $ 13,508.33 |
| 18 | 4" SCH. 40 PVC Irrigation Line & Appurtenances | 1700 | Each | $ 20.00 | $ 34,000.00 |
| 19 | Irrigation Service | 32 | LF | $ 500.00 | $ 16,000.00 |
| 20 | 8” ADS-N12 Culvert | 75 | LF | $ 40.00 | $ 3,000.00 |
| 21 | 15” ADS-N12 Culvert | 20 | LF | $ 50.00 | $ 1,000.00 |
| 22 | 18” ADS-N12 Culvert | 243 | LF | $ 55.00 | $ 13,365.00 |
| 23 | 24” ADS-N12 Culvert | 130 | LF | $ 65.00 | $ 8,450.00 |
| 24 | 30” ADS-N12 Culvert | 32 | LF | $ 75.00 | $ 2,400.00 |
| 25 | 15” Steel Culvert Flared End Sections | 2 | Each | $ 250.00 | $ 500.00 |
| 26 | 24” SteelCulvert Flared End Sections | 1 | Each | $ 350.00 | $ 350.00 |
| 27 | 30” Steel Culvert Flared End Sections | 1 | Each | $ 400.00 | $ 400.00 |
| 28 | Drain Inlet, Type 1 | 2 | Each | $ 2,500.00 | $ 5,000.00 |
| 29 | Double Drain Inlet, Type 1 | 2 | Each | $ 4,000.00 | $ 8,000.00 |
| 30 | Drain Inlet, Type 2 | 1 | Each | $ 2,500.00 | $ 2,500.00 |
| 31 | Adjust Pond Outlet Structure (west) | 1 | Each | $ 3,000.00 | $ 3,000.00 |
| 32 | Drainage Swale | 40 | LF | $ 10.00 | $ 400.00 |
| 33 | Erosion Control | 1 | LS | $ 15,000.00 | $ 15,000.00 |
| 34 | Concrete Curb Inc. Class 6 | 286 | LF | $ 20.00 | $ 5,720.00 |
| 35 | Concrete Curb & Gutter Inc. Class 6 | 1910 | LF | $ 22.50 | $ 42,975.00 |
| 36 | Sidewalk Concrete Flatwork (5”) Inc. Class 6 | 1060.6 | SY | $ 65.00 | $ 68,936.11 |
| 37 | Valley Pan Concrete Flatwork (6") Inc. Class 6 | 64.7 | SY | $ 85.00 | $ 5,496.67 |
| 38 | Curb Ramps (6") Inc. Class 6 | 729.0 | SF | $ 22.50 | $ 16,402.50 |
| 39 | Signs | 14 | Each | $ 250.00 | $ 3,500.00 |
| 40 | Streetlights | 4 | Each | $ 2,000.00 | $ 8,000.00 |
| 41 | Miscellaneous Utility Sleeves (3” SCH. 80 PVC) | 480 | LF | $ 5.00 | $ 2,400.00 |
| 42 | **8”** PVC C-900 Class 200 Water Main | 1805 | LF | $ 65.00 | $ 117,325.00 |
| 43 | 8” Gate Valves | 12 | Each | $ 1,250.00 | $ 15,000.00 |
| 44 | 8” Fittings | 17 | Each | $ 500.00 | $ 8,500.00 |
| 45 | Fire Hydrant Assembly | 3 | Each | $ 5,500.00 | $ 16,500.00 |
| 46 | Waterline Connection | 2 | Each | $ 3,500.00 | $ 7,000.00 |
| 47 | Waterline Insulation | 4 | Each | $ 500.00 | $ 2,000.00 |
| 48 | 1” Water Service Lines | 34 | Each | $ 1,500.00 | $ 51,000.00 |
| 49 | Waterline Blowoff | 1 | Each | $ 1,500.00 | $ 1,500.00 |
| 50 | Air Release Valve | 1 | Each | $ 5,000.00 | $ 5,000.00 |
| 51 | 8” PVC SDR 35 Sewer Main | 2473 | LF | $ 65.00 | $ 160,745.00 |
| 52 | 4” PVC SDR 35 Sewer Service | 36 | Each | $ 1,500.00 | $ 54,000.00 |
| 53 | 48” Concrete Manhole | 17 | Each | $ 4,250.00 | $ 72,250.00 |
| 54 | Sewerline Connection | 1 | Each | $ 2,500.00 | $ 2,500.00 |
| 55 | Sewer/Water Line Crossings | 5 | Each | $ 1,000.00 | $ 5,000.00 |
| 56 | Combined Utility Trench | 1700 | LF | $ 20.00 | $ 34,000.00 |
| 57 | Constructiuon Surveying | 1 | LS | $ 30,000.00 | $ 30,000.00 |
| 58 | Striping- including thermoplastic cross-walks | 1 | LS | $ 15,000.00 | $ 15,000.00 |
| | | | | **Infrasructure Total** | $1,632,970 |
| | | | | **10% Contingency** | $163,296.99 |
| | | | | **Infrastructure Total + Contingency** | $1,796,266.91 |
| | | | | **Landscaping and Irrigation** | $162,000.00 |
| | | | | **Grand Total** | **$1,958,266.91** |

# Town of New Castle

## Castle Valley Ranch
## PA17
## Traffic Impact Study

**March 18, 2020**

Prepared for:

**Town of New Castle – Public Works**
Box 90
New Castle, CO 81647

Prepared by:

SGM
118 W 6th Street
Glenwood Springs, CO 81601

This Traffic Impact Study addresses PA 17 in Filing 11of Castle Valley Ranch PUD within the Town of New Castle, State of Colorado. The parcel is approximately 13.538 acres in size. The existing parcel consists of sparsely grassed undeveloped land. The site is bordered by Castle Valley Boulevard right-of-way to the north, developed single family homes to the west, open space to the south, and undeveloped PA 19 to the east. The site is depicted in the figure below.




Proposed Land Use

Proposed development consists of the construction of 27 multi-unit residential buildings (three and four-unit townhomes) totaling 91 dwelling units. Additional improvements include asphalt parking areas, driveways, sidewalks, and asphalt pedestrian paths providing connections to Castle Valley Boulevard right-of-way and C Avenue.

The Town of New Castle has requested a trip generation calculation and auxiliary turn lane assessment. The traffic study addresses the following items.

- Existing Roadway Conditions
- Sight distance analysis
- Trip Generation and anticipated vehicle sizes
- Directional Distribution/Traffic Assignment
- Internal Circulation
- Auxiliary turn lane analysis
- Summary of Findings

This study will provide recommendations for the development of a safe roadway access to Castle Valley Boulevard.

**Existing Site and Roadway Conditions**

The proposed development will provide access from Castle Valley Boulevard (CVB). CVB is a two-lane asphalt roadway serving Lakota Canyon Ranch and Castle Valley Ranch, this segment is upstream of the Lakota Canyon Ranch development and accesses.

Access to the site will be provided with a new access located approximately 500 ft east of the intersection with Wildhorse Drive and 800 ft west of the eastern CVB roundabout. No turn lanes exist along CVB at the access intersection location. Pedestrian trail (8 ft) is located on the north side of CVB.

CVB is a two-lane asphalt collector roadway, approximately 24 feet in width, with 2-3-foot gravel shoulders and a posted speed of 25 mph in the vicinity of the access. For the purposes of this study and application of the State Highway Access Code, it is classified as a non-rural arterial, NR-B using CDOT Access Category standards.

Existing traffic volumes were not collected for this study, as the volumes would have no effect on the auxiliary turn lane assessment.

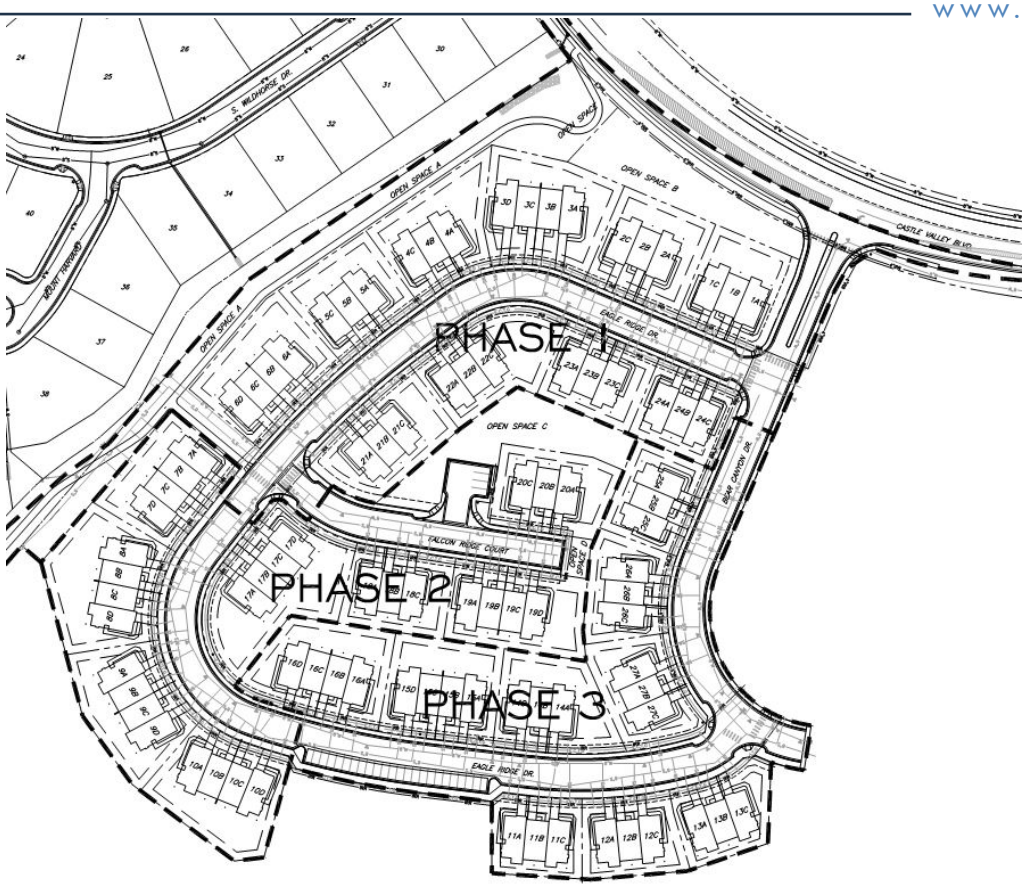
**Access Sight Distance**

The sight distance was analyzed for the access intersection with CVB. The analysis reviewed the access as one-way stop-controlled intersection and was based upon the guidance of AASHTO, A Policy on Geometric Design of Highways and Streets, 2018, 7$^{th}$ Edition, (Ch 9, Intersections). The Policy provides for guidance on decision point and construction of the sight triangle. Using Table 9-7 (Left Turn, Case B1) and Table 9-9 (Right Turn, Case B2), the sight distance requirements for the 30-mph posted speed are 335 ft and 290 ft respectively. The current sight distance is at least 400 feet in either direction.

The Policy states that the vertex of the sight triangle (decision point) should be located 14.5 ft from the edge of traveled way, the decision point typically represents the location of the driver's eye (at a height of 3.5 ft) when stopped at a major road intersection. The driver should have the ability to see a 6" high object at the center of the travel lane. The sight triangle is constructed using these parameters, and objects that could obscure the driver's vision should be located outside of this sight triangle.

**Trip Generation**

The proposed development consists of 91 multi-family units as shown in the conceptual site plan provided on the following page.



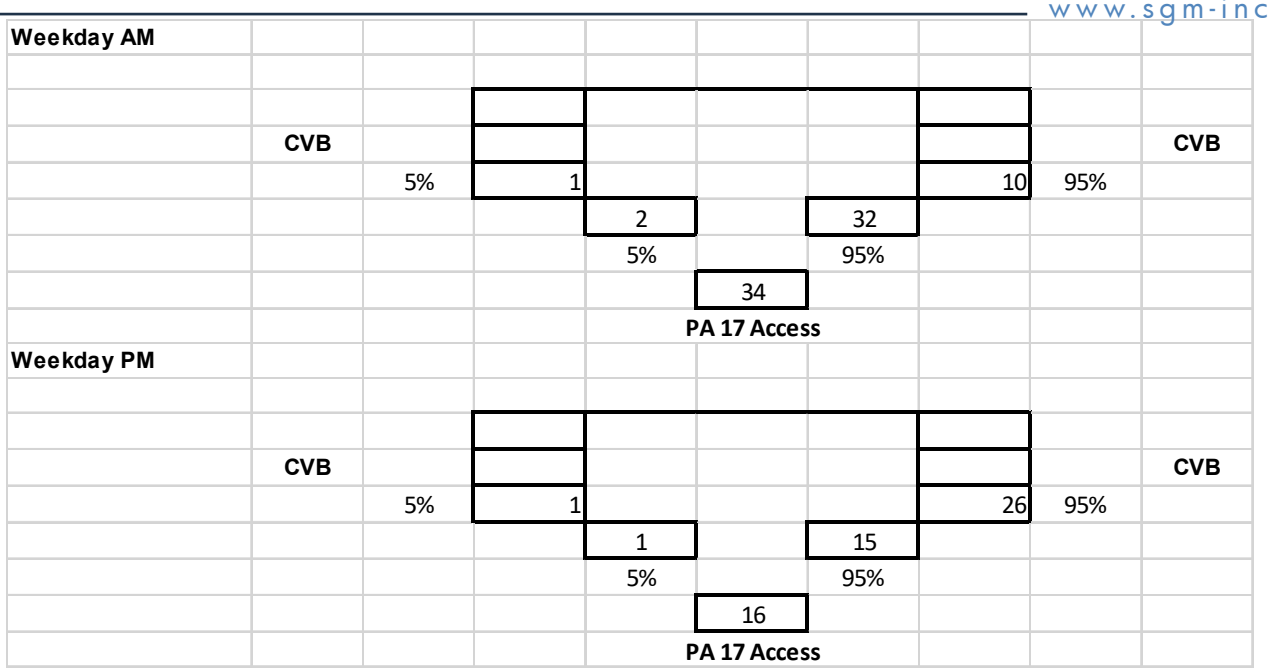

ITE's *Trip Generation (10th Edition)* provides trip generation rates for Multi-Family, low-rise (Code 220) housing units for weekday AM and PM peak hour. The resulting trip generation is shown in the Table below.

**Trip Generation Table - PA 17 Castle Valley Ranch**
**ITE Trip Generation, 10th Edition**

| | | | | Design Hour Rates | | | | | | Weekday DHV | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Number | ITE | Weekda | AM | AM | AM | PM | PM | PM | eekd | AM | AM | PM | PM |
| **Land Use** | of Units | Code | Rate | Rate | IN | OUT | Rate | IN | OUT | Traffi | IN | OUT | IN | OUT |
| Multi-Family (Low-rise) | 91 | 220 | 7.11 | 0.48 | 0.11 | 0.37 | 0.60 | 0.30 | 0.18 | 647 | 10 | 34 | 27 | 16 |

| ITE Ttrip Generation | | Basis | Time Period | Weekday Design Distributio | | | | |
|---|---|---|---|---|---|---|---|---|
| Manual, 10th Edition | TE Code | of | Used Above | AM IN | M OUT | | PM IN | M OUT |
| Multi-Family (Low-rise) | 220 | Fitted Cur | Peak Hour adjac | 23% | 77% | | 63% | 37% |

**Trip Distribution and Assignment**
The distribution and assignment of site generated trips are based upon the primary access and activities oriented toward the I-70 interchange. The distribution is assumed to be 95% oriented to/from the east and 5% oriented to/from the west. The resulting trip assignment is shown on the following page.




**Internal Circulation**
Based upon the Trip Generation volumes, the proposed access can safely operate as a two-way, two-lane access. To safely accommodate fire access, a two-lane exit will be provided.

**Auxiliary Lane Requirements**
Auxiliary turn lane requirements for local collector road access are typically analyzed using the CDOT State Highway Access Code based on the anticipated peak hour volumes, the speed limit and geometry of the highway adjacent to the access, and the classification of the highway. For analysis purposes, the CVB speed limit adjacent to the site is 30 mph along an NR-B arterial. Based on the *State Highway Access Code (SHAC)*,

*Auxiliary Lane Requirements:*

*(4) Auxiliary turn lanes shall be installed according to the criteria below.*

*(a) A left turn lane with storage length plus taper is required for any access with a projected peak hour left ingress turning volume greater than **25 vph**. If the posted speed is greater than 40 mph, a deceleration lane and taper is required for any access with a projected peak hour left ingress turning volume greater than 10 vph. The taper length will be included within the deceleration length.*

*(b) A right turn lane with storage length plus taper is required for any access with a projected peak hour right ingress turning volume greater than **50 vph**. If the posted speed is greater than 40 mph, a right turn deceleration lane and taper is required for any access with a projected peak hour right ingress turning volume greater than 25 vph. The taper length will be included within the deceleration length.*

Based upon the *SHAC* and the trip distribution table provided above, a westbound left turn auxiliary turn lane will be required.

**Summary of Findings**

2016 traffic volumes on CVB just east of Blackhawk Road were on the order of 400-500 vph during the AM and PM peak hours. PA 17 is estimated to generate approximately 43-44 vph during the AM and PM peak hours, an increase of 8-10% of the existing peak hour traffic volumes. The trip generation of the development is much less than 20% of the existing volumes at the US 6 CVB intersection and will not require a State Highway Access Permit.

The proposed access road has adequate sight distance for entering the roadway and will require a westbound left turn lane based upon the auxiliary lane requirements per the SHAC. The sight distance triangle discussed in this TIS should be implemented as part of the site access design.

# Town of New Castle

## Castle Valley Ranch

## PA17 Utility Report

## March 18, 2020

Prepared for:

**Town of New Castle – Public Works**
Box 90
New Castle, CO 81647

Prepared by:

SGM
118 W 6th Street
Glenwood Springs, CO 81601

## PA 17 DEVELOPMENT PLAN

### Existing Land Use

The subject property is PA 17 in Filing 11of Castle Valley Ranch PUD within the Town of New Castle, State of Colorado. The parcel is approximately 13.538 acres in size. The existing parcel consists of sparsely grassed undeveloped land. The site is bordered by Castle Valley Boulevard right-of-way to the north, developed single family homes to the west, open space to the south, and undeveloped PA 19 to the east. The site is depicted in the figure below.




### Proposed Land Use

Proposed development consists of the construction of 27 multi-unit residential buildings (three and four-unit townhomes) totaling 91 dwelling units. Additional improvements include asphalt parking areas, driveways, sidewalks, and asphalt pedestrian paths providing connections to Castle Valley Boulevard right-of-way and C Avenue.

## WASTEWATER SYSTEM

There is an existing sanitary sewer main located south of the site within the C Avenue right-of-way. This sanitary sewer is within the roadway and will serve the proposed development. The connection to this main will be at an existing sanitary manhole located at the west of the alley

north of Main Street and east of C Avenue. An 8-inch gravity main is proposed to serve the site and will replace segment of existing main in the Alley, then extend new main east n the alley and north in the C Avenue corridor to serve the proposed development, as well as the future development of PA 19 to the east. A 20-foot utility easement is proposed to encompass this sanitary sewer main when it is located outside of existing or proposed road right of way.

The proposed development will have minimal system flows and the proposed sanitary system will serve residential uses. The three and four townhome buildings will have individual 4" PVC services to each unit. For calculation purposes, each unit has been considered a single-family dwelling. In total the system demand has been analyzed for 91 single-family dwellings. Effluent flows are estimated to be 25,480 gallons per day, with a peak flow of 63,700 gallons per day. These flows will be conveyed by 8" mains. At a minimum slope of 0.4% at 75% full pipe, the 8" main will serve 869 units (reference Castle Valley Ranch Master Plan). There are 13 existing units on the C Avenue line, adding 91 units results in a total of 104 units. There will be a capacity of 765 units remaining in the main.

## WATER DISTRIBUTION

The proposed development will be served by existing 8" water mains located to the north within Castle Valley Boulevard right of way, and to the west extending from Mount Harvard Court. A 20-foot utility easement is proposed to encompass this water main when it is located outside of existing or proposed road right of way. A loop will be completed by running an 8-inch C900 PVC main through the site. This loop will connect to the existing Castle Valley Boulevard main to Mount Harvard Court and located in the project roadways providing 2" PVC services to each dwelling units and fire hydrants spaced per the Burning Mountain Fire District.

PA 17 is served by Water Tank #2 (CVR Lower Zone), which sits at an elevation of 5966. The high and low lot elevations, corresponding static pressures, and pressures with Lakota pump station operating are as follows: Elev. 5804; 70 psi; 54 psi and Elev. 5770; 85 psi; 69 psi. A 2" water service results in pressures ranging from 35 to 50 psi within the units.

Assuming 3.5 people per single-family unit with a per capita demand of 100-gallons per day (EQR=350 gpd) and a 16-hour day for 91 units, the Average Daily Demand for the residential units will be 31,850 gallons per day (33 gpm).

Based upon the Uniform Building Code and the International Fire Code, the proposed multi-family residential structures (4000 to 5000 sf) will require a fire flow of 2000 gallons per minute. The developer has elected that the buildings will not have in-house sprinkler systems. The fire flow demand must be sustained for a minimum of 2 hours with a residual pressure of 20 psi.

Maximum day demand is calculated using a multiplier of 2 on the average day demand and adding the fire flow of 2000 gallons per minute during the 2-hour duration. It has been assumed that only one structure will require a fire flow at any given time. Maximum day flow rate is 2000 plus 65.6 gallons per minute, or 2066 gallons per minute. This rate will govern over the Peak hour demand. The existing tank has been previously sized accounting for the development of PA 17.

## RAW WATER IRRIGATION

A 4" main raw water irrigation is proposed for this development and will connect to the existing raw water main in the Castle Valley Boulevard right of way. The main will be extended and looped through the roadway network to serve all residences and open spaces within the development.

## DRY UTILITIES

### Electric

Electric service is proposed for this development and will connect to the existing main in the Castle Valley Boulevard right of way. The main will be extended and looped through the roadway network to serve all residences and open spaces within the development.

Transformers will be located by Xcel. The developer will contract with Xcel energy for costs associated with extending the electric utility to the site.

### Natural Gas

Gas service is proposed for this development and will connect to the existing main in the Castle Valley Boulevard right of way. The main will be extended and looped through the roadway network to serve all residences within the development.

The contractor will contract with Xcel energy for gas service extension.

The point of contact for electrical service is Sam Wakefield with Xcel Energy (970-244-2622).

### Cable

Comcast Cable service is proposed for this development and will connect to the existing main in the Castle Valley Boulevard right of way. The main will be extended and looped through the roadway network to serve all residences within the development.

The contractor will contract with Comcast for cable service extension.

The point of contact for Comcast Cable service is (970-945-7292).

### Communications

Communications service is proposed for this development and will connect to the existing main in the Castle Valley Boulevard right of way. The main will be extended and looped through the roadway network to serve all residences within the development. The contractor will contract with Century Link for communications service extension.

The point of contact for Communications service is Jason Sharpe with CenturyLink communications (970-309-2973).

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1 of 68 Rec Fee:$341.00 Doc Fee:0.00 GARFIELD COUNTY CO

CONFORMED COPY

# DECLARATION
# OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
# CASTLE VALLEY RANCH TOWNHOMES ASSOCIATION, INC.

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
CASTLE VALLEY RANCH TOWNHOMES ASSOCIATION, INC.

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# DECLARATION
# OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
# CASTLE VALLEY RANCH TOWNHOMES ASSOCIATION, INC.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CASTLE VALLEY RANCH TOWNHOMES ASSOCIATION, INC. ("Declaration") is made and entered into by VILLAGE HOMES OF COLORADO, INC., a Colorado corporation ("Declarant," as hereinafter more fully defined).

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property situated in the County of Garfield, State of Colorado, which is described on Exhibit A and Exhibit B, attached hereto and incorporated herein by this reference (the "Community," as hereinafter more fully defined); and

WHEREAS, the Community is subject to that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Castle Valley Ranch, Planned Unit Development recorded November 6, 2000, in Book 1216 at Page 205 as Reception No. 571847, in the real estate records of the Clerk and Recorder of Garfield County, Colorado, as supplemented and amended from time to time ("Master Declaration," as hereinafter more fully defined), and the covenants, restrictions, terms and other provisions contained therein; and

WHEREAS, the Declarant desires to subject and place upon the Community certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities, charges and other provisions; and

WHEREAS, a common interest community may be created pursuant to the Act (as hereinafter defined) only by recording a declaration executed in the same manner as a deed. The declaration must be recorded in every county in which any portion of the common interest community is located and must be indexed in the grantee's index in the name of the common interest community and in the name of the association, and in the grantor's index in the name of each person executing the declaration. No common interest community is created until the plat or map for the common interest community is recorded.

NOW, THEREFORE, in addition to the provisions of the Master Declaration, the Declarant hereby declares that one or more plats of the Community have been recorded and that all of the Community shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, rights-of-way, obligations, liabilities, charges and other provisions set forth herein.

## ARTICLE 1. DEFINITIONS

**Section 1.1.** ***Act.***

"Act" means the Colorado Common Interest Ownership Act, C.R.S. §38.33.3-101, et seq., as amended.

**Section 1.2.** ***Agencies.***

"Agencies" means the Government National Mortgage Association ("GNMA"), the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), the Department of Housing and Urban Development, including the Federal Housing Administration ("HUD"), the Veterans Administration ("VA"), or any other governmental or quasi-governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by any of such entities.

**Section 1.3.** ***Allocated Interests.***

"Allocated Interests" means the Assessment liability and votes in the Association allocated to each Unit. The Allocated Interest of each Unit shall be a fraction, the numerator of which is one (1) and the denominator of which is the total number of Units within the Community from time to time. The Allocated Interest of each Unit is subject to change as provided in this Declaration, including a decrease in the Allocated Interests of each Unit upon the annexation of additional property to this Community as provided in Section 14.4 of this Declaration (Annexation; Withdrawal).

**Section 1.4.** ***Annexable Area.***

"Annexable Area" means the property described on Exhibit D attached hereto and incorporated herein by this reference, plus such additional real estate from such locations as the Declarant may elect in its sole discretion in an amount not to exceed the maximum permitted pursuant to the Act. Unless and until the Annexable Area or any portion thereof is annexed to this Declaration, neither the Annexable Area nor any portion thereof shall be subject to this Declaration or any provision hereof except the right of annexation by the Declarant provided in Section 14.4 of this Declaration (Annexation; Withdrawal).

**Section 1.5.** ***Assessment.***

"Assessment" means annual Assessments and special Assessments, which are provided for in this Declaration. For purposes of Sections 4.1, 4.8 through 4.16, inclusive, and 13.6 of this Declaration, "Assessment" means annual Assessments, special Assessments, and late charges, fines, fees, interest, costs, expenses, reasonable attorneys' fees, and any other amounts, which are provided for in this Declaration.

**Section 1.6.** ***Association.***

"Association" means the Castle Valley Ranch Townhomes Association, Inc., its successors and assigns, a community association as provided in the Act. The Association is a Subassociation as defined in the Master Declaration.

**Section 1.7.** ***Common Elements.***

"Common Elements" means any property owned or leased by the Association, other than a Unit, which exists for the common use of more than one of the Owners. The Common Elements at the time of recordation of this Declaration are described on the attached Exhibit B.

**Section 1.8.** ***Community.***

"Community" means the real property and Improvements described on the attached Exhibit A and the attached Exhibit B, as supplemented and amended from time to time, and with respect to which a Person, by virtue of such Person's ownership of a Unit, is obligated to pay for real estate taxes, insurance premiums, maintenance or improvement of other real estate described in this Declaration. The Community is a planned community under the Act. The name of the Community is Castle Valley Ranch Townhomes Association, Inc.

**Section 1.9.** ***Declarant.***

"Declarant" means Village Homes of Colorado, Inc., a Colorado corporation, and any other Person(s) acting in concert, to whom the Declarant, by recorded document, expressly assigns one or more of the Declarant's rights under this Declaration (which shall be the extent of the Declarant's rights to which such assignee succeeds).

**Section 1.10.** ***Declaration.***

"Declaration" means this Declaration of Covenants, Conditions and Restrictions of Castle Valley Ranch Townhomes Association, Inc. and any other recorded instruments, however denominated, that create this Community, including any supplements and amendments to those instruments and also including, but not limited to, maps and plats. The Declaration is a Supplemental Declaration as defined in the Master Declaration.

**Section 1.11.** ***Design Review Committee.***

"Design Review Committee" or "Committee" means the committee which is appointed as provided in this Declaration.

**Section 1.12.** ***Development Rights.***

"Development Rights" means the following rights or combination of rights hereby reserved by the Declarant, as provided in this Declaration, to:

1.12.1. add real estate to this Community;

1.12.2. create Units and/or Common Elements;

1.12.3. subdivide or replat any Unit(s); and

1.12.4. withdraw real estate from this Community.

The Declarant's rights to exercise Development Rights shall terminate automatically as provided in Section 1.25 of this Declaration (Special Declarant Rights).

**Section 1.13.** ***Executive Board or Board.***

"Executive Board" or "Board" means the body, regardless of name, designated in this Declaration, the Articles of Incorporation and the Bylaws of the Association to act on behalf of the Association. The Executive Board may appoint one or more committees as it deems appropriate,

from time to time, in carrying out any of its purposes. Each committee of the Executive Board serves at the pleasure of the Executive Board, has only such authority as may be given to it by the Executive Board from time to time, serves only in an advisory capacity to the Executive Board, and no member of a committee is an officer of the Association by virtue of service on such committee; all actions and writings of each such committee are subject to review and approval by the Executive Board.

**Section 1.14.** ***Governing Documents.***

"Governing Documents" means this Declaration and the Articles of Incorporation, Bylaws, and any rules and regulations, policies and procedures, or design guidelines, of the Association.

**Section 1.15.** ***Improvements.***

"Improvements" means all exterior improvements, structures, and any appurtenances thereto or components thereof of every type and kind, and all landscaping features, including, but not limited to, buildings, outbuildings, swimming pools, tennis courts, patios, patio covers, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, carports, driveways, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, gardens, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior light fixtures, poles, basketball backboards and hoops, whether fixed or movable, signs, exterior tanks, utilities facilities, and exterior air conditioning, cooling, heating and water softening equipment, if any.

**Section 1.16.** ***Initially Unoccupied Units.***

"Initially Unoccupied Units" means only those Units which have not been conveyed to the initial Owner other than the Declarant.

**Section 1.17.** ***Master Association.***

"Master Association" means the Castle Valley Ranch PUD Homeowners Association, Inc., a Colorado non-profit corporation, its successors and assigns.

**Section 1.18.** ***Master Declaration.***

"Master Declaration" means a certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Castle Valley Ranch, Planned Unit Development, recorded in the office of the Clerk and Recorder of Garfield County, Colorado, on November 6, 2000, at Book 1216, Page 205, as Reception No. 571847, as amended and supplemented.

**Section 1.19.** ***Member.***

"Member" means all Owners of a Unit collectively or, following termination of the Community, all former Owners entitled to distributions of proceeds under the Act, or their heirs, personal representatives, successors or assigns. The Association shall have one (1) class of membership. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit. Each Unit shall have one (1) membership in the Association and there is only one (1) Member per Unit, even if the Unit is owned by multiple Owners.

**Section 1.20.** ***Owner.***

"Owner" means each fee simple title holder of a Unit, including without limitation, the Declarant or other Person who owns a Unit, but does not include a Person having an interest in a Unit solely as security for an obligation. There may be more than one (1) Owner of a Unit.

**Section 1.21.** ***Period of Declarant Control.***

"Period of Declarant Control" means a length of time that terminates on the first to occur of the following events: sixty (60) days after conveyance of seventy-five percent (75%) of the Units that May Be Included to Owners other than a Declarant; two (2) years after the last conveyance of a Unit by the Declarant in the ordinary course of business; or two (2) years after any right to add new Units to the Declaration was last exercised.

**Section 1.22.** ***Person.***

"Person" means a natural person, a corporation, a partnership, an association, a trust, a limited liability company, a joint venture, or any other entity recognized under the laws of the State of Colorado or any combination thereof.

**Section 1.23.** ***Security Interest.***

"Security Interest" means an interest in real estate or personal property in the Community, or any portion thereof, created by contract or conveyance, which secures payment or performance of any obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of leases or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation. For purposes of Section 4.11 of this Declaration (Certificate of Status of Assessments), and, with respect to notice of cancellation or substantial modification of certain insurance policies, to Section 6.3 of this Declaration (General Provisions of Insurance Policies), "Security Interest" shall also mean and refer to any executory land sales contract wherein the Administrator of Veterans Affairs, an Officer of the United States of America, is the seller, whether such contract is recorded or not, and whether such contract is owned by the said Administrator or has been assigned by the Administrator and is owned by the Administrator's assignee, or a remote assignee, and the land records in the office of the Clerk and Recorder of the County in which the property described on the attached Exhibits A and B (as supplemented and amended from time to time) is located show the Administrator as having the record title to the Unit.

**Section 1.24.** ***Security Interest Holder.***

"Security Interest Holder" means any Person named as a mortgagee or beneficiary, or in a similar capacity, under any Security Interest (including, for purposes of Section 4.11 of this Declaration (Certificate of Status of Assessments), and, with respect to notice of cancellation or substantial modification of certain insurance policies, to Section 6.3 of this Declaration (General Provisions of Insurance Policies), the Administrator of Veteran's Affairs, an Officer of the United States of America, and his assigns under any executory land sales contract wherein the said Administrator is identified as the seller, whether such contract is recorded or not and the land records in the office of the Clerk and Recorder of the County in which the property described on the

attached Exhibits A and B (as supplemented and amended from time to time) is located show the said Administrator as having the record title to the Unit, or any successor to the interest of any such Person under such Security Interest.

**Section 1.25.** ***Special Declarant Rights.***

"Special Declarant Rights" means the following rights, which rights are hereby reserved for the benefit of the Declarant, and which rights may be further described in this Declaration: to build and complete Improvements in the Community; to exercise any Development Right; to maintain sales offices, construction offices, management offices, and signs advertising the Community and sale of Units; to use easements through the Common Elements for the purpose of making Improvements within the Community or within real estate which may be added to the Community; to merge or consolidate a community of the same form of ownership; or to appoint or remove any officer of the Association or any member of the Executive Board during any Period of Declarant Control. Declarant may exercise any or all of these Special Declarant Rights at any time and from time to time in all or any portion of the Community, and no assurances are made as to the boundaries or order of exercise of any such Special Declarant Rights. Such rights shall terminate automatically either fifteen (15) years after the date of recording of this Declaration or at such time as the Declarant no longer owns any portion of the property described on the attached Exhibits A, B and D, which ever occurs later.

**Section 1.26.** ***Unit.***

"Unit" means each platted lot that is now or hereafter included in the real property described on the attached Exhibit A, as the same may be subdivided or replatted from time to time, as well as any other platted lots now or hereafter included in any real property annexed to this Declaration, with the exception of the Common Elements and any publicly dedicated property. When lots within Exhibit A are subdivided, each resulting lot shall be considered a Unit, and the original lot that was subdivided shall no longer be consider a Unit. Each Unit shall constitute a "unit" under the Act, and it shall not be necessary to use the term "unit" as a part of a legally sufficient description of a Unit.

**Section 1.27.** ***Units that May Be Included.***

"Units that May Be Included" means Two Hundred Fifty (250) Units, which shall be the maximum number of Units that may be subject to this Declaration, including the Units within the property described on the attached Exhibit A and those Units which may be added if all of the Annexable Area is annexed to this Declaration. However, the aforesaid number of Units that May Be Included is not a representation or a guarantee as to the actual number of Units that will ultimately be included in or constructed as part of the Community.

## ARTICLE 2. MEMBERSHIP AND VOTING RIGHTS

**Section 2.1.** ***Membership.***

The Association shall have one class of membership. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit. Each Unit shall have one membership and there is only one Member per Unit, even if multiple Owners own the Unit.

**Section 2.2.** ***Voting Rights.***

Each Member shall be entitled to one (1) vote for each Unit owned, except that no vote allocated to a Unit owned by the Association may be cast. The maximum number of votes that may be cast in connection with any matter shall be equal to the total number of Units then existing within the Association.

## ARTICLE 3. ASSOCIATION

**Section 3.1.** ***Association.***

The Association has been or will be formed as a Colorado corporation under the Colorado Revised Nonprofit Corporation Act. The Association shall have the duties, powers and rights created by law, as well as those set forth in this Declaration, and in the Articles of Incorporation and Bylaws of the Association.

**Section 3.2.** ***Executive Board.***

The affairs of the Association shall be managed by an Executive Board. The number, term and qualifications of the Executive Board shall be fixed in the Association's Bylaws. Except as otherwise provided in this Declaration, the Executive Board shall be elected by the Members. The Executive Board may, by resolution, delegate portions of its authority to an executive committee or to other committees, to officers of the Association or to agents and employees of the Association, but such delegation of authority shall not relieve the Executive Board of the ultimate responsibility for management of the affairs of the Association.

**Section 3.3.** ***Authority of Executive Board.***

Action by or on behalf of the Association may be taken by the Executive Board or any duly authorized executive committee, officer, agent or employee without a vote of the Members, except as otherwise specifically provided in this Declaration, the Articles of Incorporation or Bylaws of the Association.

**Section 3.4.** ***Election of Part of the Executive Board During the Period of Declarant Control.***

Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that May Be Included to Owners other than the Declarant, at least one (1) director and not less than twenty-five percent (25%) of the directors must be elected by Members other than the Declarant, provided that the Declarant reserves the right to appoint a majority of the Executive Board. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that May Be Included to Owners other than the Declarant, not less than thirty-three and one-third percent (33 1/3%) of the directors must be elected by Members other than the Declarant, provided that the Declarant reserves the right to appoint a majority of the Executive Board.

**Section 3.5.** ***Authority of Declarant During Period of Declarant Control.***

Except as otherwise provided in this Article, during the Period of Declarant Control, the Declarant or Persons appointed by the Declarant may appoint all officers and members of the

Executive Board and remove all officers and members of the Executive Board which have been appointed by the Declarant. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the Period of Declarant Control; but, in that event, the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

**Section 3.6.** ***Termination of Period of Declarant Control.***

After termination of the Period of Declarant Control, the Members shall elect an Executive Board, at least a majority of whom must be Owners other than the Declarant or designated representative of Owners other than the Declarant. The Executive Board shall elect the officers.

**Section 3.7.** ***Budget and Audit or Review.***

3.7.1. Within ninety (90) days after adoption of any proposed budget for the Community, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the Association budget to all the Members and shall set a date for a meeting of the Members to consider the budget. Such meeting shall occur within a reasonable time after mailing or other delivery of the summary. The Executive Board shall give notice to the Owners of the meeting as provided in the Bylaws of the Association. The budget proposed by the Executive Board does not require approval from the Owners and it will be deemed approved by the Owners in the absence of a veto at the noticed meeting by sixty-seven percent (67%) of the votes in the Association, whether or not a quorum is present. In the event that the proposed budget is vetoed, the periodic budget last proposed by the Executive Board and not vetoed by the Owners must be continued until such time as a subsequent budget proposed by the Executive Board is not vetoed by the Owners.

3.7.2. At the sole discretion of the Executive Board or as required pursuant to subsections 3.7.2.1 or 3.7.2.2 below, the Association's books and records shall be subject to an audit, using generally accepted auditing standards, or a review, using statements on standards for accounting and review services, by an independent and qualified Person selected by the Executive Board. Such Person need not be a certified public accountant except in the case of an audit. A Person selected to conduct a review shall have at least a basic understanding of the principles of accounting as a result of prior business experience, education above the high school level, or bona fide home study. The audit or review report shall cover the Association's financial statements, which shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting.

3.7.2.1. An audit shall be required only when both of the following conditions are met:

(i) The Association has annual revenues or expenditures of at least two hundred fifty thousand dollars ($250,000); and

(ii) An audit is requested by the Owners of at least one-third (1/3) of the Units represented by the Association.

3.7.2.2. A review shall be required only when requested by the Owners of at least one-third (1/3) of the Units represented by the Association.

3.7.2.3. Copies of an audit or review under this subsection 3.7.2 shall be made available upon request to any Owner beginning no later than thirty (30) days after its completion.

3.7.3. In the event the Act is amended to remove, modify or otherwise revise the requirements under Section 3.7 of this Declaration, Section 3.7 shall be deemed amended to require that which is required pursuant to the Act, as amended.

**Section 3.8.** ***Rules and Regulations and Policies and Procedures.***

Rules and regulations and policies and procedures concerning and governing the Units, Common Elements, and/or this Community may be adopted, amended and/or repealed from time to time by the Executive Board, and the Executive Board may establish and enforce penalties for the infraction thereof, including, without limitation, the levying and collecting of fines for the violation of any of such rules and regulations or policies and procedures. The rules and regulations and policies and procedures may state procedural requirements, interpretations and applications of the provisions of this Declaration, including without limitation, blanket requirements, blanket interpretations, and blanket applications. The Executive Board has the authority to adopt or vary one or more rules and regulations or policies and procedures that are different for different types of residences, if any exist. Any rules and regulations or policies and procedures that are adopted shall be in accordance with, and shall not be inconsistent with or contrary to, this Declaration and all provisions hereof.

**Section 3.9.** ***Association Books and Records.***

3.9.1. The Association's books and records shall be subject to an audit or a review as further provided in this Declaration. Except as otherwise provided in subsections 3.9.2 and 3.9.3 below, the Association shall make reasonably available for inspection and copying by Owners, Security Interest Holders, and insurers or guarantors of any such Security Interest, current copies of all of the Governing Documents and financial documents as listed in the most recent available version of the contract to buy and sell real estate promulgated by the Colorado Real Estate Commission. The Person(s) accessing and/or copying such documents shall pay all costs associated therewith. "Reasonably available" shall mean available during normal business hours, upon prior notice of at least five (5) business days, or at the next regularly scheduled meeting if such meeting occurs within thirty (30) days after the request. In the event the Act is amended to remove, modify or otherwise revise the requirements under this subsection, this subsection shall be deemed amended to require that which is required pursuant to the Act, as amended.

3.9.2. Notwithstanding subsection 3.9.1 above, a membership list or any part thereof may not be obtained or used by any Person for any purpose unrelated to an Owner's interest as an Owner without the written consent of the Executive Board. Without limiting the generality of the foregoing, without the written consent of the Executive Board, a membership list or any part thereof may not be:

3.9.2.1. Used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Association;

3.9.2.2. Used for any commercial purpose; or

3.9.2.3. Sold to or purchased by any Person.

3.9.3. Notwithstanding subsection 3.9.1 above, the Executive Board may, at any time(s), prior or subsequent to a request for inspection and/or copying, determine that items are confidential and should not be made available.

3.9.4. In the event the Act is amended to remove, modify, or otherwise revise the requirements under Section 3.9 of this Declaration, Section 3.9 shall be deemed amended to require that which is required pursuant to the Act, as amended.

**Section 3.10.** ***Cooperation with, and/or Delegation to, the Master Association, Other Community Association(s) and/or Any Metropolitan or Other District(s).***

3.10.1. The Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with, and/or delegate to, the Master Association, any other community association(s) and/or any metropolitan or other district(s), for any purposes, including without limitation: to share the costs and/or responsibility for any maintenance, repair, replacement, or other matters; to perform maintenance, repair or replacement for any Person(s) in consideration of payment or reimbursement therefor; to utilize the same contractors, subcontractors, managers, or others who may perform services for the Master Association, any other community association(s) and/or any metropolitan or other district(s); to collect assessments, other charges, or other amounts; and/or to otherwise cooperate with, and/or delegate to, the Master Association, any other community association(s) and/or any metropolitan or other district(s) in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the Executive Board in its sole discretion from time to time. The costs and expenses for all such matters, if any, shall be shared or apportioned between the Association and the Master Association, any other community association(s) and/or any metropolitan or other district(s), as the Executive Board may determine in its sole discretion from time to time.

3.10.2. Without limiting the generality of the foregoing, the governing board of a metropolitan district may furnish covenant enforcement and/or design review services, as well as any other matters, within such metropolitan district area or any portion thereof.

**Section 3.11.** ***Management Agreements and Other Contracts.***

Any agreement for professional management of the Association's business or other contract providing for the services of the Declarant shall have a maximum term of three (3) years and any such agreement shall provide for termination by either party thereto, with or without cause and without payment of a termination fee, upon not more than ninety (90) days prior written notice; provided, however, that any such management agreement(s) entered into by the Association with a manager or managing agent prior to termination of the Period of Declarant Control shall be subject

to review and approval by HUD or VA if, at the time such agreement is entered into, HUD has insurance or VA has a guarantee(s) on one or more Security Interests (and if HUD or VA requires such approval).

**Section 3.12.** ***Merger.***

The Declarant hereby reserves the right to merge the Association with one or more other common interest communities without the approval of any Member or any other Person. This right shall terminate automatically as provided in Section 1.25 of this Declaration (Special Declarant Rights).

**Section 3.13.** ***Authenticated Electronic Representation.***

Notwithstanding anything to the contrary contained in any of the Governing Documents, to the extent permitted by applicable law, the Association may use technology or electronic representation, including without limitation electronic mail and electronic posting, in completing its duties and responsibilities. In this regard, any reference in any of the Governing Documents, to action, attendance, representation, notice, quorum, voting or acknowledgement, as well as any and all other matters, may be conducted by authenticated electronic activity and, to the extent permitted by applicable law, the provisions of this Declaration shall be deemed to include provisions which permit such authenticated electronic activity.

**Section 3.14.** ***Compliance with Maintenance Manuals.***

Notwithstanding anything to the contrary, the Executive Board, acting on behalf of the Association, shall comply with all maintenance manuals, if any, given by the Declarant to the Executive Board or the Association, regarding maintenance, repair and/or replacement of any portion of the Community or any Improvements therein. Further, the Executive Board shall cooperate, at no cost or expense to the Executive Board, with all inspections that may be undertaken by or at the request of the Declarant, on or with respect to the Community and Improvements therein.

**Section 3.15.** ***Notice of Meetings and Other Matters of the Association.***

Notices of any meetings, news letters and other correspondence or documents concerning the Association shall be sent to the Declarant at the same time that such notices, news letters, and other correspondence or documents are sent to the Members. However, the foregoing shall expire fifteen (15) years after initial recording of this Declaration in Garfield County, Colorado.

**Section 3.16.** ***Delivery of Property by Declarant.***

After the Members other than the Declarant elect a majority of the Executive Board, the Declarant shall deliver to the Association all property of the Owners and of the Association held by or controlled by the Declarant, if and to the extent required by the Act.

## ARTICLE 4. ASSESSMENTS

**Section 4.1.** ***Personal Obligation for Assessments.***

Each Owner of a Unit, including Declarant, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees and shall be personally obligated to pay to the Association any and all Assessments, as provided in this Declaration; with such Assessments to be established and collected as hereinafter provided. The obligation for such payments by each Owner to the Association is an independent covenant with all amounts due, from time to time, payable in full when due without notice or demand (except as otherwise expressly provided in this Declaration), and without set-off or deduction. All Owners of each Unit shall be jointly and severally liable to the Association for the payment of all Assessments attributable to their Unit. Each Assessment shall be the personal obligation of the Person(s) who was the Owner of such Unit at the time when the amount became due. The personal obligation for delinquent amounts (including Assessments) shall not pass to such Owner's successors in title unless expressly assumed by them.

**Section 4.2.** ***Purpose of Assessments.***

The Assessments levied by the Association shall be used for maintenance, repair and replacement of the Common Elements, as provided in this Declaration, to promote the recreation, health, safety and welfare of the residents of the Units, to pay Association expenditures, and for all of those purposes and activities which may be required of the Association or which the Association may be empowered to pursue pursuant to any of the Governing Documents, or by law.

**Section 4.3.** ***Initial Annual Assessment.***

Until the effective date of an Association budget that is proposed by the Executive Board and not vetoed by the Owners, as provided above, the monthly installment of the annual Assessment against each Unit shall not exceed Three Hundred and No/100 Dollars ($300.00) per Unit per month, exclusive of any amounts due to the Master Association, any other community association(s), any metropolitan or other district(s) and/or any other Person or entity. However, the rate of Assessments against the Initially Unoccupied Units shall be less than that paid by other Units, as provided in the next Section.

**Section 4.4.** ***Rate of Assessments.***

4.4.1. Annual and special Assessments shall be sufficient to meet the expected needs of the Association and shall be apportioned among the Units in accordance with their Allocated Interests. Notwithstanding the foregoing, however, the amount of the annual Assessments and special Assessments against the Initially Unoccupied Units shall be set at a lower rate than that charged against other Units, because the Initially Unoccupied Units receive and benefit from fewer services funded by such Assessments than the other Units. Colorado Revised Statutes §38-33.3-315(3)(b) states that "Any common expense or portion thereof benefiting fewer than all of the units shall be assessed exclusively against the units benefited." Based on this provision, each Initially Unoccupied Unit shall pay annual and special Assessments at the rate of fifty percent (50%) of any annual Assessment or special Assessment charged to Units other than the Initially Unoccupied Units. The annual

Assessments shall include an adequate reserve fund for the maintenance, repair and replacement of those items that must be maintained, repaired or replaced by the Association on a periodic basis.

4.4.2. The Declarant may in its sole discretion, but shall not be required to, cover certain costs of the Association by payment of any amount(s), which shall constitute loans from the Declarant to the Association, with such loan(s) to be repaid by the Association to the Declarant, without interest, at such time(s) as may be determined by the Declarant in its sole discretion at any time(s); provided, however, that at all times all amounts advanced by the Declarant to the Association, if any, which have not been repaid to the Declarant shall constitute advances against amounts due from the Declarant (including but not limited to Assessments). If the Declarant elects, in its sole discretion, to loan any amounts as provided in this subsection, Declarant shall not, under any circumstances, be obligated to continue loans, payment or funding of any amount(s) in the future.

**Section 4.5.** ***Date of Commencement of Annual Assessments.***

Annual Assessments shall commence at such time as the Executive Board may determine in its sole discretion. After any annual Assessment has been made by the Association, annual Assessments shall not be greater than the amount set forth in Section 4.3 of this Declaration (Initial Annual Assessment), and thereafter shall be based on a budget proposed by the Executive Board and not vetoed by the Owners as provided in this Declaration. A budget shall be so proposed by the Executive Board no less frequently than annually. The annual Assessments shall be due and payable in monthly installments, in advance, or on such other dates, and with such frequency (which may be other than monthly, but not less frequently than annually), as the Executive Board determines in its sole discretion from time to time, provided that the first annual Assessment shall be adjusted to reflect the time remaining in the first Association fiscal year. Any Owner purchasing a Unit between installment due dates shall pay a pro rata share of the last payment due.

**Section 4.6.** ***Special Assessments.***

In addition to the annual Assessments authorized in this Article, the Executive Board may levy, in any fiscal year, with the approval of the votes of sixty-seven percent (67%) of a quorum of Association votes, as provided in Section 4.7 hereof, at a meeting duly called for this purpose, a special Assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, repair or replacement of a capital improvement upon any portion of real property for which the Association has repair and/or replacement obligations, including fixtures and personal property related thereto, or for repair or replacement of any damaged or destroyed Improvements or for the funding of any expense or deficit of the Association. Any such special Assessment shall be set against each Unit in accordance with the Allocated Interests set forth in this Declaration, except that the rate of special Assessments against the Initially Unoccupied Units shall be set as provided in Section 4.4.1 of this Declaration. A meeting of the Members called for the purpose of considering the establishment of a special Assessment shall be held in conformance with Section 4.7 of this Declaration (Notice and Quorum for Any Special Assessments).

**Section 4.7.** ***Notice and Quorum for Any Special Assessments.***

Written notice of any meeting called for the purpose of taking any action authorized under Section 4.6 of this Declaration (Special Assessments) shall be sent to all Members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the Association votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 4.8.** ***Assessments for Services to Less Than All Units.***

The Association may, at any time from time to time, provide services to less than all of the Unit(s) in the Community. If such services are not funded by the Association's annual or special Assessments, then such services shall be provided, if at all, pursuant to a written statement that includes terms for payment of the costs, fees and expenses for such services. Services which may be provided by the Association pursuant to this Section include, without limitation: (a) the construction, care, operation, management, maintenance, upkeep, repair, replacement and renovation of Improvements or property owned or maintained by such Owner(s); (b) the provision of any services or functions to or for such Unit(s); (c) the enforcement of the provisions of any document or agreement for, on behalf of, and in the name of the applicable Owners; (d) the payment of taxes or other amounts for Owners with funds provided by such Owners; and (e) the procurement of insurance for Owners.

**Section 4.9.** ***Lien for Assessments.***

4.9.1. The Association has a statutory lien on a Unit for Assessments levied against that Unit or the Owner(s) thereof. Fees, charges, late charges, attorney fees, fines and interest charged pursuant to this Declaration are enforceable as Assessments under this Article. The amount of the lien shall include all those items set forth in this Section from the time such items become due. If an Assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Association acceleration of installments.

4.9.2. Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for Assessments is required. However, the Executive Board or managing agent of the Association may prepare, and record in the county in which the applicable Unit is located, a written notice setting forth the amount of the unpaid indebtedness, the name of the Owner(s) of the Unit, and a description of the Unit. If a lien is filed, the costs and expenses thereof shall be added to the Assessments for the Unit against which it is filed and collected as part and parcel thereof. The Association's lien may be foreclosed in like manner as a mortgage on real estate.

**Section 4.10.** ***Priority of Association Lien.***

4.10.1. A lien under this Article 4 is prior to all other liens and encumbrances on a Unit except:

4.10.1.1. Liens and encumbrances recorded before the recordation of the Declaration;

4.10.1.2. A Security Interest on the Unit which has priority over all other security interests on the Unit and which was recorded before the date on which the Assessment due to the Association became delinquent; and

4.10.1.3. Liens for real estate taxes and other governmental assessments or charges against the Unit.

4.10.2. A lien under this Section is also prior to the Security Interests described in the preceding subsection 4.10.1.2 to the extent, if any, provided in the Act.

4.10.3. This Section does not affect the priority of mechanics' or materialmen's liens or the priority of liens for other Assessments made by the Association.

4.10.4. The Association's lien on a Unit for Assessments and other amounts shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to a Unit subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said Association lien.

**Section 4.11.** ***Certificate of Status of Assessments.***

The Association shall furnish to an Owner or such Owner's designee or to a Security Interest Holder or its designee, upon written request delivered personally or by certified mail, first class postage prepaid, return receipt, to the Association's registered agent, a written statement setting forth the amount of unpaid Assessments, if any, currently levied against such Owner's Unit. The statement shall be furnished within such times as required by law, and is binding on the Association, the Executive Board, and every Owner. The Association or its agent shall have the right to charge a reasonable fee for the issuance of such certificates.

**Section 4.12.** ***Application of Payments; Effect of Non-Payment of Assessments; Remedies of the Association.***

4.12.1. Application of payments received by the Association from Owners for payment of amounts due to the Association by such Owners, shall be applied first to the payment of attorneys fees, fines, late charges and any other amounts (other than annual Assessments or special Assessments) due to the Association (in the order listed), if any; second to the payment of accrued interest at the rate specified in subsection 4.12.2 below, if any; and third to the payment of Assessments and other amounts due to the Association.

4.12.2. Any Assessment not paid within fifteen (15) days after the due date thereof may bear interest from the due date at the rate of twenty-one percent (21%) per annum, or at such lesser rate as may be set from time to time by the Executive Board in its sole discretion, and the Executive Board may assess thereon a monthly late charge in such amount as may be determined, from time to time, by the Executive Board in its sole discretion. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose the lien against such Owner's Unit. If a judgment or

decree is obtained, including without limitation in a foreclosure action, such judgment or decree shall include a reasonable attorney's fee, together with the costs of the action and may include interest and late charges as above provided. No Owner may be exempt from liability for payment of any Assessment by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit against which the Assessments are made, or because of dissatisfaction with the Association or its performance. This Article does not prohibit actions or suits to recover sums for which this Declaration creates a lien, nor does this Article prohibit the Association from taking a deed in lieu of foreclosure.

**Section 4.13.** ***Surplus Funds.***

Any surplus funds of the Association remaining after payment of or provision for Association expenses and any prepayment of or provision for reserves shall be retained by the Association and need not be paid to the Owners or credited to them.

**Section 4.14.** ***Working Capital Fund.***

The Association shall require the first Owner (other than Declarant) of any Unit who purchases that Unit from Declarant to make a non-refundable contribution to the Association in an amount equal to two (2) times the then current monthly installment of the annual Assessment (regardless of whether or not annual Assessments have commenced as provided in Section 4.5 of this Declaration (Date of Commencement of Annual Assessments). Said contribution shall be collected and transferred to the Association at the time of closing of the sale by Declarant of each Unit and shall be maintained for the use and benefit of the Association, including, without limitation, to meet expenditures or to purchase equipment, property or services. Such contribution to the working capital fund shall not relieve an Owner from making regular payments of Assessments as the same become due.

**Section 4.15.** ***Other Charges.***

The Association may levy and assess charges, costs and fees for matters such as, but not limited to, the following, in such amounts(s) as the Executive Board may determine in its sole discretion at any time from time to time, including reimbursement of charges that are made to the Association by its managing agent or other Person: copying of Association or other documents; return check charges; charges for telefaxes; long distance telephone calls; transfer charges or fees upon transfer of ownership of a Unit; notices and demand letters; and other charges incurred by the Association for or on behalf of any Owner(s). All such charges, costs and fees shall be in addition to the Assessments levied by the Master Association, but shall be subject to all of the Master Association's rights with respect to the collection and enforcement of Assessments.

**Section 4.16.** ***Charges for Misconduct.***

If any Association expense is caused by the misconduct of any Owner, his family members, tenants, guests or invitees, as determined by the Executive Board, the Association may assess that Association expense exclusively against such Owner and such Owner's Unit.

## ARTICLE 5. DESIGN REVIEW

**Section 5.1.** ***Composition of Committee; Authority of Representative.***

5.1.1. The Design Review Committee shall consist of three (3) or more persons. Until automatic termination of the Special Declarant Rights as provided in Section 1.25 of this Declaration (Special Declarant Rights), the Declarant has the right to appoint the Design Review Committee; subsequent to such date, the Design Review Committee shall be appointed by the Executive Board. The power to "appoint" the Design Review Committee, as provided herein, shall include without limitation the power to: constitute the initial membership of the Design Review Committee; appoint member(s) to the Design Review Committee on the occurrence of any vacancy therein, for whatever reason; and remove any member of the Design Review Committee, with or without cause, at any time, and appoint the successor thereof. Each such appointment may be made for such term(s) of office, subject to the aforesaid power of removal, as may be set from time to time in the sole discretion of the appointor. The terms of all then-current members of the Committee who were appointed by the Declarant shall automatically terminate at such time as the Declarant's power to appoint members of the Committee expires. The members of the Design Review Committee shall not be "officers" of the Association as a result of service on the Committee and thus, as a result of such service, shall not have any of the rights or duties attributable to officers of the Association.

5.1.2. The Committee may at any time, from time to time, appoint a representative to act on its behalf. If the Committee does so, then the actions of such representative shall be the actions of the Committee, subject to the right of appeal as provided below. However, if such a representative is appointed by the Committee, then the Committee shall have full power over such representative, including without limitation the power to at any time withdraw from such representative any of such representative's authority to act on behalf of the Committee and the power to at any time remove or replace such representative.

**Section 5.2.** ***Review and Approval by Design Review Committee and by Master Association Architectural Control Committee; Reimbursement for Expenses; Requirement for Approval by Governmental Entities.***

5.2.1. Except as provided in Section 5.9 (Variance) and Section 5.13 (Declarant's Exemption) of this Declaration, no Improvements shall be constructed, erected, placed, altered, planted, applied or installed on any Unit unless complete plans and specifications therefor (said plans and specifications to show exterior design, height, materials, color, and location of the Improvements, plotted horizontally and vertically, location and size of driveways, location, size, and type of landscaping, fencing, decks, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the Committee), have been first submitted to and approved in writing by the Design Review Committee, and by the Master Association Architectural Control Committee.

5.2.2. The Design Review Committee shall exercise its reasonable judgment to the end that all Improvements conform to and harmonize with the existing surroundings, residences, landscaping and structures.

5.2.3. In its review of such plans, specifications and other materials and information, the Design Review Committee may require the applicant(s) to reimburse the Committee for the actual expenses incurred in the review and approval process. Such amounts, if any, shall be levied in addition to the Assessment against the Unit for which the request for Design Review Committee approval was made, but shall be subject to the Association's lien for Assessments and subject to all other rights of the Association for the collection of such Assessments, as more fully provided in this Declaration.

5.2.4. In addition to the approvals provided for in this Article, the construction, erection, addition, deletion, change or installation of any Improvements shall also require the applicant to obtain the approval of all governmental entities with jurisdiction thereover and issuance of all required permits, licenses and approvals by all such entities. Without limiting the generality of the preceding sentence, issuance of building permit(s) by the Town of New Castle, Colorado, if required, shall be a precondition to commencement of any construction or alteration of, addition to or change in any Improvement.

**Section 5.3.** ***Delegation (and Acceptance) of Design Review and Approval.***

5.3.1. The Declarant, during the time when the Declarant has the right to appoint the Design Review Committee, and the Board thereafter, may delegate any or all design review and/or approval functions that are provided for in this Declaration to any other architectural/design review committee, including without limitation the Master Association Architectural Control Committee, and may accept from any such architectural/design review committee(s), delegation of any or all review and/or approval functions of such architectural/design review committee(s). The Committee shall also have the right and authority to otherwise cooperate with any such architectural/design review committee in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the Executive Board in its sole discretion from time to time.

5.3.2. The party with the right to appoint the Design Review Committee may, at any time, determine to reclaim the delegated rights. To reclaim the delegated rights, written notice must be given to the governing body of the entity to whom delegation was made, that such right is being reclaimed by the Association, and the reclamation shall be effective upon receipt of the notice by the governing body of the entity to whom delegation was made. No delegation of design review and/or approval shall constitute a waiver of the right of design review and/or approval as provided in this Declaration.

5.3.3. The rights and duties under this Article may be delegated with conditions and restrictions that the entity accepting the delegation must follow.

**Section 5.4.** ***Procedures.***

The Design Review Committee shall decide each request for approval within thirty (30) days after the complete submission of the plans, specifications and other materials and information which the Committee may require in conjunction therewith. If the Design Review Committee fails to decide any request within thirty (30) days after the complete submission of the plans, specifications, materials and other information with respect thereto, then the request for approval shall be deemed to have been denied by the Committee.

**Section 5.5.** ***Vote and Appeal.***

A majority vote of the Design Review Committee is required to approve a request for approval pursuant to this Article, unless the Committee has appointed a representative to act for it, in which case the decision of such representative shall control. In the event a representative acting on behalf of the Design Review Committee denies a request for approval, then the Owner submitting the request for approval shall have the right to an appeal of such decision to the full Committee, upon a request therefor submitted to the Committee within thirty (30) days after such decision by the Committee's representative. Subsequent to conveyance by the Declarant of all of the property described on the attached Exhibits A, B and D, the Owner submitting the request for approval shall have the right to appeal a Design Review Committee decision to the Executive Board, upon a written request therefor submitted to the Executive Board by the Owner who submitted the approval request, within thirty (30) days after such decision by the Design Review Committee.

**Section 5.6.** ***Prosecution of Work After Approval.***

After approval of any proposed Improvement by the Design Review Committee, the proposed Improvement shall be accomplished as promptly and diligently as possible and in complete conformity with the terms and conditions of the approval. Failure to complete the proposed Improvement within one (1) year after the date of approval of the application, or such lesser time as may be provided on the application for approval, or failure to complete the Improvement in complete conformance with terms and conditions of the approval, shall constitute noncompliance with the requirements for approval of Improvements by the Design Review Committee and a violation of this Article; provided, however, the Design Review Committee may, in its sole discretion, grant extensions of time for completion of any proposed Improvement(s).

**Section 5.7.** ***Inspection of Work.***

The Design Review Committee or its duly authorized representative shall have the right to inspect any Improvement prior to, during or after completion in order to determine whether or not the proposed Improvement is being completed or has been completed in compliance with the approval granted by the Committee. However, unless the Committee expressly states, in a written document, that an Improvement is being or has been completed in conformance with the Design Review Committee approval therefor, no such conformance shall be implied from any inspection of the Improvement either during the work or after completion thereof.

**Section 5.8.** ***Standards/Guidelines.***

Except as provided in the last sentence of this Section, the Design Review Committee, with the advice of the Executive Board, has the authority, at any time from time to time, to enact, issue, promulgate, modify, amend, repeal, re-enact, and enforce architectural standards, guidelines, rules and regulations to interpret and implement the provisions of this Declaration. Without limiting the generality of the foregoing, such provisions may contain guidelines to clarify the types of designs and materials that may be considered in design approval, may state requirements for submissions in order to obtain review by the Committee, may state procedural requirements, or may specify acceptable Improvement(s) that may be installed without the prior approval of the Committee. In addition, such provisions may provide for blanket approvals, interpretations or restrictions on Improvements. By way of example, and not by way of limitation, such provisions may state that a certain type of screen door will be acceptable and will not require approval. All Improvements proposed to be constructed, and any guidelines that are adopted, shall be done and used in accordance with this Declaration. After termination of the Declarant's right to appoint the members of the Design Review Committee, as provided in Section 5.1 of this Declaration (Composition of Committee; Authority of Representative), any new architectural standards, guidelines, rules and regulations or any modifications to existing architectural standards, guidelines, rules and regulations proposed by the Committee, shall not be effective until the same has been approved by the Executive Board.

**Section 5.9.** ***Variance.***

The Design Review Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Article or Article 10 of this Declaration (Restrictions), in order to overcome practical difficulties or prevent unnecessary hardships arising by reason of the application of any such conditions and restrictions. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to the other property or improvements in the neighborhood and shall not militate against the general intent and purpose hereof.

**Section 5.10.** ***Waivers; No Precedent.***

The approval or consent of the Design Review Committee, or any representative thereof, to any application for approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the Committee or any representative thereof, as to any application or other matters whatsoever as to which approval or consent may subsequently or additionally be required. Nor shall any such approval or consent be deemed to constitute a precedent as to any other matter. The granting or denial of a variance or adjustment by the Design Review Committee, or any representative thereof, shall not be deemed to constitute a waiver of any right to grant or deny any other or future variance or adjustment by the Committee or any representative thereof, as to any other request for variance or adjustment or other matters whatsoever. Nor shall any such variance or adjustment be deemed to constitute a precedent as to any other matter.

**Section 5.11.** ***Records.***

The Design Review Committee shall maintain written records of all applications submitted to it and all actions taken by it thereon for such period of time as may be determined by the

Executive Board from time to time and, subject to Section 3.9 of this Declaration (Association Books and Records), such records shall be available to Members for inspection at reasonable hours of the business day.

**Section 5.12.** ***Liability.***

Neither the Design Review Committee nor any members thereof, shall be liable in equity or damages to any Person submitting requests for approval or to any Owner or other Person by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove in regard to any matter within their jurisdiction hereunder. In reviewing any matter, the Design Review Committee, shall not be responsible for the safety, whether structural or otherwise, of the Improvement(s) submitted for review, nor the conformance with applicable building codes or other governmental laws or regulations, nor any other matters, and any approval of an Improvement by the Design Review Committee shall not be deemed an approval of any of the same. No Member or other Person shall be a third party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval or disapproval granted by the Design Review Committee.

**Section 5.13.** ***Declarant's Exemption.***

Notwithstanding anything to the contrary, until automatic termination of the Special Declarant Rights as provided in Section 1.25 of this Declaration (Special Declarant Rights), the Declarant shall be exempt from the provisions of this Article 5 (Design Review) and Article VIII of the Master Declaration (Architectural Control Committee), except for the requirement to obtain approval from all governmental entities with jurisdiction thereover (as provided in Section 5.2.4 herein).

## ARTICLE 6. INSURANCE

**Section 6.1.** ***Insurance.***

The Association shall maintain insurance in connection with the Common Elements. The Association shall maintain insurance as required by applicable law or applicable regulation, including without limitation, the Act. Such insurance shall include, without limitation, property insurance and commercial general liability insurance. In addition, the Association may maintain insurance on such other property and/or against such other risks as the Executive Board may elect from time to time, including, but not limited to, fidelity coverage, personal liability insurance to protect directors and officers of the Association from personal liability in relation to their duties and responsibilities in acting as directors or officers on behalf of the Association, worker's compensation insurance, and such other insurance on such other property and/or against such other risks as the Executive Board may elect in its sole discretion from time to time.

**Section 6.2.** ***Insurance on the Structures on Units.***

In addition to insurance in connection with the Common Elements as provided in the preceding subsection, the Executive Board or its agent may (but shall not be obligated to) obtain and maintain, to the extent that such insurance is reasonably available, considering the availability, cost and risk coverage provided by such insurance, a policy of property insurance covering the structure(s) located on each Unit, except for land, excavations, foundations and other matters normally excluded from property policies, in an amount not less than that necessary to comply with

any co-insurance percentage stipulated in the insurance policy. Said policy may include, without limitation, at the direction of the Board, coverage on basic interior surface finishes (basic floor coverings such as carpeting, dry wall and basic applications of paint to walls) and any fixtures and equipment (such as toilets, sinks, faucets, bathtubs, cabinets, utility meters, meter boxes and air conditioning compressors). Said policy shall contain a "Replacement Cost Endorsement" providing that any claim will be settled on a full replacement cost basis without deduction for depreciation, an "Inflation Guard Endorsement," an "Agreed Amount Endorsement," and may include other endorsement(s) as deemed appropriate by the Executive Board from time to time. Such insurance shall afford protection against at least the following:

6.2.1. loss or damage by fire and other perils normally covered by the standard extended coverage endorsement; and

6.2.2. such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "All Risk" endorsement, where such is available.

**Section 6.3.** ***General Provisions of Insurance Policies.***

All policies of insurance carried by the Association shall comply with this Section. All policies of insurance carried by the Association shall be carried in blanket policy form naming the Association as insured, or its designee as trustee and attorney-in-fact for all Owners, and each Owner shall be an insured person under such policies with respect to liability arising out of any Owner's membership in the Association. The policy or policies shall contain a standard non-contributory Security Interest Holder's clause in favor of each Security Interest Holder and a provision that it cannot be canceled or materially altered by either the insured or the insurance company until at least thirty (30) days prior written notice thereof is given to the insured and each Security Interest Holder, insurer or guarantor of a Security Interest on the Unit insured by such insurance policy. The Association shall furnish a certified copy or duplicate original of such policy or renewal thereof, with proof of premium payment and a certificate identifying the interest of the Owner in question, to any party in interest, including Security Interest Holders, upon request. All policies of insurance carried by the Association shall also contain waivers of subrogation by the insurer against any Owner or member of such Owner's household. Further, all policies of insurance carried by the Association shall also contain waivers of any defense based on invalidity arising from any act or omission of an Owner where such Owner is not under the control of the Association.

**Section 6.4.** ***Deductibles.***

The Association may adopt and establish written non-discriminatory rules and regulations or policies and procedures relating to the responsibility for deductibles. Any loss or any portion thereof, which falls within the deductible portion of a policy that is carried by the Association may, at the election of the Executive Board in its sole discretion: be borne by the Person who is responsible for the repair and maintenance of the property which is damaged or destroyed; be apportioned among the Persons sharing in a joint duty of repair and maintenance; and/or be partly or wholly borne by the Association and/or be shared by any such Person(s) and the Association. Notwithstanding the foregoing, after notice and hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss, resulted from the act or omission of one or more Owners. Upon said determination by the Association, any such

loss or portion thereof may be assessed to the Owner(s) in question in such amount(s) as the Executive Board deems appropriate, and the Association may collect such amount(s) from said Owner(s) in the same manner as any Assessment.

**Section 6.5.** ***Payment of Insurance Proceeds.***

Any loss covered by an insurance policy described in Section 6.1 (Insurance) or Section 6.2 (Insurance on the Structures on Units) of this Declaration must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any Security Interest Holder. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Owners and Security Interest Holders, as their interests may appear. Subject to the provisions of Section 7.1 of this Declaration (Damage or Destruction), the proceeds must be disbursed first for the repair or replacement of the damaged property; and the Association, Owners and Security Interest Holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or replaced and any budget or reserve deficit has been funded, or unless the Community is terminated.

**Section 6.6.** ***Association Insurance as Primary Coverage.***

If at the time of any loss under any policy which is in the name of the Association, there is other insurance in the name of any Owner and such Owner's policy covers the same property or loss, or any portion thereof, which is covered by such Association policy, such Association policy shall be primary insurance not contributing with any of such other insurance. An Owner shall be liable to the Association for the amount of any diminution of insurance proceeds to the Association as a result of policies of insurance of an Owner, and the Association may collect the amount from said Owner in the same manner as any Assessment. Any such Owner's policy shall also contain waivers of subrogation.

**Section 6.7.** ***Acceptable Insurance Companies.***

Each insurance policy purchased by the Association must be written by an insurance carrier which is authorized by law to do business in the State of Colorado. The Association shall not obtain any policy where (a) under the terms of the insurance company's charter, bylaws, or policy, contributions or assessments may be made against the mortgagor or mortgagee's designee, or (b) under the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders or members, or (c) the policy includes any limiting clauses (other than insurance conditions) which could prevent mortgagees or any Owner from collecting insurance proceeds.

**Section 6.8.** ***Insurance to be Maintained by Owners.***

Any insurance policy issued to the Association does not eliminate the need for Owners to obtain insurance for their own benefit. Insurance coverage on each Owner's Unit and the Improvements thereon (unless and to the extent the same are insured by the Association in its sole discretion), as well as on all the furnishings and personal property belonging to an Owner, including without limitation, basement finishes and upgrades added to the dwelling unit at the time of purchase or after, and public liability insurance coverage on each Unit, shall be the responsibility of

the Owner of such Unit. Owners shall also be responsible for obtaining any policies of title insurance required in connection with any sale of a Unit other than the purchase by the initial Owner(s) from the Declarant.

## ARTICLE 7. DAMAGE OR DESTRUCTION

**Section 7.1.** ***Damage or Destruction.***

7.1.1. Any portion of the Community for which casualty insurance is required to be carried by the Association under this Declaration and which is damaged or destroyed, must be repaired or replaced promptly by the Association except as may otherwise be provided in the Act.

7.1.2. The cost of repair or replacement that is covered by insurance carried by the Association, but which is in excess of insurance proceeds and reserves is an Association expense. If the entire Community is not repaired or replaced, the insurance proceeds attributable thereto must be used to restore the damaged area to a condition compatible with the remainder of the Community, and except to the extent that other Persons will be distributees, the remainder of the proceeds must be distributed to all the Owners or lienholders, as their interests may appear, in proportion to the Allocated Interests.

**Section 7.2.** ***Units.***

Except as provided in Section 7.1 of this Declaration (Damage or Destruction), any damage to or destruction of any structure located on a Unit shall be promptly repaired and replaced by the Owner thereof. "Repaired and replaced," as used in this Section, shall mean restoring the structure to substantially the same condition in which it existed immediately prior to such damage or destruction, including having the same boundaries as before. If the Owner(s) of a Unit do not commence repair or replacement activities within a reasonable time, as provided above, and diligently pursue the same in conformance with the plans approved by the Design Review Committee, then the Association may, in its reasonable sole discretion, after providing the notice required in Section 8.3 of this Declaration (Association's Right to Maintain, Repair and Replace) enter upon the Unit and complete such repair or replacement. Except as provided in Section 8.5 of this Declaration (Acts or Omissions), the cost of such repair or replacement shall be the personal obligation of the Owner(s) of the Unit on which such work was performed, and shall be subject to the terms and provisions of Article 4 of this Declaration (Assessments). If the Members vote not to rebuild the home on any Unit, that Unit's Allocated Interests are automatically reallocated as if the Unit had been condemned as provided in Section 14.13 of this Declaration (Eminent Domain), and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting such reallocations.

## ARTICLE 8. EXTERIOR MAINTENANCE

**Section 8.1.** ***General.***

8.1.1. Maintenance, repair and replacement of the Common Elements, Improvements located thereon, and of any drainage structure or facilities, or other public Improvements required by the local governmental entity as a condition of development of the Community or any part thereof, shall be the responsibility of the Association unless such

Improvements have been dedicated to and accepted by the local governmental entity for the purpose of maintenance, repair and replacement or unless such maintenance, repair and replacement has been authorized by law to be performed by a special district or other municipal or quasi-municipal entity. The Town of New Castle has the right, but not the obligation, to maintain all Common Elements and maintain, repair, and replace all Improvements located thereon, including drainage structures, and the right to use the Common Elements for snow storage. The Association shall also maintain, repair and replace fences installed by the Declarant in the Community (including any rear yard fences on Units). Further, the Association may provide such other maintenance, repair and replacement as the Executive Board deems appropriate from time to time including without limitation, publicly-dedicated property and Improvements located thereon. The costs, expenses, fees, and other amounts to be expended for the maintenance, repair and replacement that is provided for in this subsection shall, subject to Section 8.5 of this Declaration (Acts or Omissions), be collected by the Association as Assessments as provided in Article 4 of this Declaration (Assessments).

8.1.2. The Association shall provide snow removal from the driveway and sidewalk(s) of each Unit (excluding porches and patios). Further, the Association shall water and provide maintenance, repair and replacement of the landscaping on the front and rear yards of the Units installed by the Declarant, , and shall provide maintenance, repair and replacement of the rear yard fences installed by the Declarant. The costs, expenses, fees, and other amounts expended for the maintenance, repair and replacement that is provided for in this subsection shall, subject to Section 8.5 of this Declaration (Acts or Omissions), be collected by the Association as Assessments as provided in Article 4 of this Declaration (Assessments).

8.1.3. The Association shall also maintain, repair and replace the exteriors of the dwelling units now or hereafter located on Units, as follows (to the extent that such are applicable): paint or stain; replacement and care of roofs, gutters, downspouts, exterior building surfaces, and railings around any decks and patios; provided, however, that such exterior maintenance, repair and replacement shall not include exterior doors or garage doors, except painting or staining, and shall also not include sidewalks (except snow removal, as provided above), foundations, patios, porches, decks, air-conditioning compressors, exterior light fixtures, windows or window screens, or glass surfaces. The costs, expenses, fees, and other amounts expended for the maintenance, repair and replacement that is provided for in this subsection shall, subject to Section 8.5 of this Declaration (Acts or Omissions), be collected by the Association as Assessments as provided in Article 4 of this Declaration (Assessments).

8.1.4. The extent, degree and timing of Association-provided watering and snow removal, and of Association-provided maintenance, repair and replacement, including without limitation watering of landscaping and maintenance, repair and replacement of front and rear yard landscaping and of rear yard fences, shall be determined, from time to time, by the Executive Board in its sole discretion. In no event shall the Association be responsible for removal of, or damage caused to any Person or property by, ice or the build-up of ice in the Community or any portion(s) thereof.

8.1.5. Except as provided in subsections 8.1.1, 8.1.2, 8.1.3 and 8.1.4, above, the maintenance, repair and replacement of each Unit, and the Improvements thereon, shall be performed by the Owner(s) thereof at such Owner's sole cost and expense. However, the foregoing is subject to the provisions of Section 8.3 (Association's Right to Maintain, Repair and Replace) and Section 8.5 of this Declaration (Acts or Omissions).

**Section 8.2.** ***Changed or Added Improvements.***

Any Improvement which has been changed, altered or modified by or for an Owner or occupant of a Unit shall be maintained, repaired and replaced by such Owner to the extent of the change, alteration or modification. If the Improvement is newly constructed, erected, placed, planted, applied or installed by an Owner or occupant of a Unit, then the entirety of such Improvement shall be maintained, repaired and replaced by the Owner of such Unit. However, the Executive Board may at any time, by resolution, elect to have the Association provide such maintenance, repair or replacement; provided that any such resolution shall be subject to being repealed, revoked, modified, changed or altered, at any time, from time to time, by the Board.

**Section 8.3.** ***Association's Right to Maintain, Repair and Replace.***

In the event any Owner(s) shall fail to perform his maintenance, repair and/or replacement obligations in a manner satisfactory to the Executive Board, the Association may, if said failure continues for a fifteen (15) day period after written notice to said Owner(s) by the Board, enter upon said Unit subsequent to the expiration of said fifteen (15) day period to perform any or all of such maintenance, repair and/or replacement. Notwithstanding the foregoing, no notice shall be required in emergency situations. The cost of such maintenance, repair and/or replacement shall be the personal obligation of the Owner(s) of the Unit on which such work is performed, and shall be subject to all of the terms and provisions applicable to Assessments as provided in Article 4 of this Declaration (Assessments), including, without limitation, interest, late charges and lien rights.

**Section 8.4.** ***Non-Interference with Grade and Drainage.***

Each Owner agrees, for himself and his successors and assigns, that he will not in any way interfere with or obstruct the established drainage pattern over any real property from adjoining or other real property. In the event that any Person wishes to change the established drainage over any property in the Community, then such Person shall submit a plan to the Design Review Committee for its review and approval in accordance with Article 5 of this Declaration (Design Review) and to the Master Association Architectural Control Committee in accordance with Article VIII of the Master Declaration (Architectural Control Committee), and any such change shall also be made in accordance with all laws, regulations and resolutions of any applicable governmental entities. For purposes of this Section, "established drainage" is defined as the drainage which exists at the time final grading by the Declarant is completed.

**Section 8.5.** ***Acts or Omissions.***

Notwithstanding anything to the contrary contained in this Declaration, in the event that the need for maintenance, repair or replacement of the Common Elements, a Unit, or any Improvements located thereon, is caused by the act or omission of any Owner, or by the act or omission of any member of such Owner's family or by a tenant, guest or invitee of such Owner, the cost of such repair, maintenance, replacement or expense to avoid such damage shall be the

personal obligation of such Owner to the extent that said Owner would be liable for the acts of such Persons under the laws of the State of Colorado; and any costs, expenses and fees incurred by the Association for such maintenance, repair or replacement shall be added to the Assessment to which such Owner's Unit is subject and shall be subject to all of the terms and provisions of Article 4 of this Declaration (Assessments). A determination of the act or omission of any Owner, or any member of an Owner's family or a tenant, guest or invitee of any Owner, and the amount of the Owner's liability therefor, shall be determined by the Executive Board at a hearing after notice to the Owner.

**Section 8.6.** ***Landscaping Warranties; Turnover of Landscaping.***

8.6.1. As part of completion of the Community, the Declarant is having initial landscaping installed on some of the Common Elements and on the front and rear yards of the Units. Such landscaping will be installed by a landscaping installer who will, incidental to such installation, issue separate written warranties to the Declarant on the landscaping installed by such installer ("Landscape Warranty"). The Declarant is not providing a separate warranty on landscaping. Except as provided in subsection 8.6.2 below, any claim under any Landscape Warranty will be handled by the Association to the Declarant, and any questions or concerns regarding the landscaping materials, installation, or any other matters related to landscaping will be raised with the Association, and the Association will take up such issue(s) with the Declarant.

8.6.2. Upon or immediately following installation of landscaping on any Common Elements and on the front and rear yards of the Units, a walk-through shall be conducted of such landscaping by the Declarant, the Executive Board (or by a committee, such as a landscape committee, designated by the Board), the managing agent of the Association, and perhaps the landscape installer. The purpose of the walk-through will be to determine the acceptability of such landscaping to the Association, to note any deficiencies or concerns that must be remedied by the landscape installer under the applicable Landscape Warranty, and to set the ending date of the one (1) year Landscape Warranty provided by the landscape installer on such landscaping. A punch list of matters or concerns to be remedied by the landscape installer will be prepared at such walk-through for delivery to the Declarant. Except as provided in such punch list, the inspected landscaping will be deemed to have been accepted by the Association subject to the Landscape Warranty on such landscaping.

## ARTICLE 9. EASEMENTS

**Section 9.1.** ***Other Easements.***

In addition to any other easements which may be granted or reserved elsewhere in this Declaration or by law, the following Sections of this Article describe easements to which the Community is or may be subject.

**Section 9.2.** ***Access Easement.***

Each Owner hereby grants: to the Association and the other Owners, and to their agents and employees and contractors, a right and easement on, over, across and through such Owner's Unit for

maintenance, repair, replacement and design review as provided in this Declaration and the Master Declaration; to utility companies, their contractors, agents and employees, for access to, inspection, maintenance, repair and replacement of utility lines, meters and appurtenances; and to the Association for and incidental to enforcement of any term or provision of any of the Governing Documents. If damage is inflicted, or a strong likelihood exists that it will be inflicted, on the Common Elements, any other property, or any Unit, the Owner responsible for the damage or expense to avoid damage, or the Association if it is responsible, is liable for the cost of prompt repair or avoidance. Further, the rights and easements granted in this Section may be exercised only during reasonable hours after reasonable notice to the Owner(s) or occupant(s) of any affected Unit; except that no such notice shall be required in connection with any exterior, non-intrusive maintenance; and except that in emergency situations entry upon a Unit may be made at any time provided that the Owner(s) or occupant(s) of each affected Unit shall be notified of emergency entry as early as is reasonably possible. The interior of any dwelling unit shall not be subject to the easements provided for in this Section.

**Section 9.3.** ***Utilities Easement.***

The Declarant hereby reserves a blanket easement upon, across, over and under the Common Elements for utilities and the installation, replacement, repair and maintenance of utilities, including, but not limited to, water, sewer, gas, telephone, electricity, computer cable, and master television antenna or cable or satellite television systems, if any. By virtue of this blanket easement it shall be expressly permissible to erect and maintain the necessary facilities, equipment and appurtenances on the Common Elements and to affix, repair, and maintain water and sewer pipes, gas, electric, telephone, computer and television wires, cables, circuits, conduits and meters. In the event any utility or quasi-utility company furnishing a service covered by the general easement created herein requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement upon, across, over or under any part or all of the Common Elements without conflicting with the terms hereof; provided, however, that such right and authority in the Declarant shall automatically cease at such time as the Special Declarant Rights terminate as provided in Section 1.25 of this Declaration (Special Declarant Rights), at which time said reserved right shall vest in the Association. The easement provided for in this Section shall in no way affect, avoid, extinguish or modify any other recorded easement(s) on the Common Elements.

**Section 9.4.** ***Easement for Encroachments.***

To the extent that any Improvement on a Unit, or on the Common Elements encroaches on any other Unit or Common Elements, a valid easement for the encroachment exists.

**Section 9.5.** ***Drainage Easement.***

In addition to those easements shown on the plat(s) of the Community, Declarant hereby reserves, to itself and to the Association, easements for drainage and drainage facilities across the five (5) rear and five (5) side feet of each Unit; provided, however, that if a residence or garage is located on any of the areas described in this sentence, then such easement shall be reduced in width to the width of the distance from the nearest lot line of such Unit to the nearest exterior wall of the residence or garage on such Unit. No Improvements shall be placed or permitted to remain on any Unit nor shall any change in grading be permitted to exist which may change the direction of flow

or obstruct or retard the flow of water through channels or swales within such rear and side yard drainage easements. Declarant reserves to itself and to the Association the right to enter in and upon each such rear and side yard drainage easements, at any time, to construct, repair, replace or change drainage structures or to perform such grading, drainage or corrective work as Declarant or the Association may deem necessary or desirable in their sole discretion from time to time; provided, however, that such right and authority in the Declarant shall automatically cease at such time as the Special Declarant Rights terminate as provided in Section 1.25 of this Declaration (Special Declarant Rights), at which time said reserved right shall vest solely in the Association.

**Section 9.6.** ***Easement for Unannexed Property.***

The Declarant hereby reserves, for the use and benefit of the Annexable Area, a non-exclusive, perpetual easement and right of way on, over, across and under the Common Elements for access, ingress and egress and for utilities and the construction, location, erection, installation, storage, maintenance, repair, renovation, replacement and use of any utilities Improvements that may now or hereafter serve the Annexable Area or any portion thereof (herein collectively the "Annexable Area Easement"). By virtue of this Annexable Area Easement, the Declarant generally intends to provide for access and for utilities services to those portion(s) of the Annexable Area which have not been included, from time to time, in the Community pursuant to Section 14.4 of this Declaration (Annexation; Withdrawal). Hence, the Annexable Area Easement shall be in effect for each portion of the Annexable Area, from and after recording of this Declaration, but shall cease to be effective as to each portion of the Annexable Area at such time as both of the following have occurred with respect to such portion of the Annexable Area: annexation of such portion of the Annexable Area to this Declaration; and expiration of the Declarant's right to withdraw such portion of the Annexable Area from this Declaration.

## ARTICLE 10. RESTRICTIONS

**Section 10.1.** ***General Plan.***

It is the intention of the Declarant to establish and impose a general plan for the improvement, development, use and occupancy of the Community or portions thereof. The use of individual Units may also be subject to lease terms or other restrictions more restrictive than this Article, which may be adopted by the Owner of such Unit.

**Section 10.2.** ***Restrictions Imposed.***

The Community is subject to the recorded easements, licenses, and other matters listed on Exhibit C attached hereto and incorporated herein by this reference. In addition, the Declarant declares that all of the Community shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon and hypothecated, subject to the following provisions, conditions, limitations, restrictions, agreements and covenants, as well as those contained elsewhere in this Declaration. Further, no immoral, improper, offensive or unlawful use shall be permitted in the Community or any portion thereof. All laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community, or any portion thereof, shall be observed.

**Section 10.3.** ***Residential Use; Certain Permitted Business Activities.***

Subject to Section 14.7 of this Declaration (Declarant's Use), Units shall be used for residential use only, including uses which are customarily incident thereto, and shall not be used at any time for business, commercial or professional purposes. Notwithstanding the foregoing, however, the Owners or tenants of Units may conduct business activities within their homes provided that all of the following conditions are satisfied:

10.3.1. The business conducted is clearly secondary to the residential use of the home and is conducted entirely within the home;

10.3.2. The existence or operation of the business is not detectable from outside of the home by sight, sound, smell or otherwise, or by the existence of one or more signs indicating that a business is being conducted;

10.3.3. The business does not result in an undue volume of traffic or parking within the Community, which determination may be made by the Executive Board in its sole discretion from time to time;

10.3.4. The business conforms to all zoning requirements and is lawful in nature; and

10.3.5. The business conforms to any rules and regulations and policies and procedures that may be imposed by the Executive Board from time to time.

**Section 10.4.** ***Household Pets.***

No animals, livestock, birds, poultry, reptiles or insects of any kind shall be raised, bred, kept or boarded in the Community; provided, however, that the Owners of each Unit may keep a reasonable number of bona fide household pets (including dogs, cats or other domestic animals), so long as such pets are not kept for any commercial purpose and are not kept in such number or manner as to create a nuisance to any resident of the Community. The Association shall have, and is hereby given, the right and authority to: set a size or poundage limit on pets; regulate the type(s) of pets that are permitted to be kept; determine in its sole discretion that one or more dogs, cats or other household pets are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance; determine that an Owner is in violation of the leash laws of the applicable jurisdiction or other applicable governmental laws, ordinances, or other provisions related to pets; or determine that an Owner is otherwise in violation of the provisions of this Section, and to take such action(s) as it may deem appropriate to correct the same. An Owner's right to keep household pets shall be coupled with the responsibility to pay for any damage caused by such pets, as well as any costs incurred by the Association as a result of such pets, and any such costs and damages shall be subject to all of the Association's rights with respect to the collection and enforcement of Assessments as provided in Article 4 of this Declaration (Assessments).

**Section 10.5.** ***Temporary Structures; Unsightly Conditions.***

Except as hereinafter provided, no structure of a temporary character, including, but not limited to, a house trailer, tent, shack, storage structure, or outbuilding shall be placed or erected in

the Community (except by the Association on the Common Elements); provided, however, that during the actual construction, alteration, repair or remodeling of a structure or other Improvements, necessary temporary structures for storage of materials may be erected and maintained by the Declarant or Person doing such work. The work of constructing, altering or remodeling any structure or other Improvements shall be prosecuted diligently from the commencement thereof until the completion thereof. Further, no unsightly conditions, structures, facilities, equipment or objects shall be so located in the Community so as to be visible from a street or from any other portion of the Community.

**Section 10.6.** ***Miscellaneous Improvements.***

10.6.1. No advertising or signs of any character shall be erected, placed, permitted, or maintained on any Unit other than a name plate of the occupant and a street number, and except for a "For Sale," "Open House," "For Rent," or security sign of not more than five (5) square feet in the aggregate; and such other signs, for such length(s) of time, which have the prior written approval of the Committee or are otherwise expressly permitted by law. Notwithstanding the foregoing, reasonable signs, advertising, or billboards used by the Declarant in connection with the sale or rental of the Unit(s) or otherwise in connection with development and construction, shall be permissible.

10.6.2. No clotheslines, chain-linked dog runs, drying yards, service yards, wood piles or storage areas shall be permitted in the Community.

10.6.3. No type of refrigerating, cooling or heating apparatus shall be permitted on a roof. Further, no such apparatus shall be permitted elsewhere, except when approved by the Design Review Committee in accordance with Article 5 of this Declaration, and by the Master Association Architectural Control Committee in accordance with Article VIII of the Master Declaration. Without limiting the foregoing, conventional air conditioning units located on the ground of a Unit are permissible when approved in accordance with the preceding sentence.

10.6.4. Except as may otherwise be permitted by the Design Review Committee, no exterior radio antenna, television antenna, or other antenna, satellite dish, or audio or visual reception device of any type shall be placed, erected or maintained on any Unit, except inside a residence or otherwise concealed from view; provided, however, that any such devices may be erected or installed by the Declarant during sales or construction; and provided further, however, that the requirements of this subsection shall be subject to the Telecommunications Act of 1996 and applicable regulations, as amended from time to time.

10.6.5. No fences shall be permitted unless first approved in writing by the Design Review Committee, except such fences as may be constructed, installed or located by the Declarant in its development or construction of Improvements in the Community.

10.6.6. No wind generators shall be constructed, installed, erected or maintained in the Community.

10.6.7. This Section 10.6 shall be construed and applied in accordance with all applicable laws, including without limitation the Act.

**Section 10.7.** ***Vehicular Parking, Storage and Repairs.***

10.7.1. No house trailer, camping trailer, boat trailer, hauling trailer, boat, or accessories thereto, truck (larger than 1 ton), motor home, snowmobile, jet ski, all terrain vehicle, self-contained motorized recreational vehicle, or other type of commercial or recreational vehicle or equipment, may be parked or stored in the Community, or parked or stored elsewhere in such a manner as to be visible from the ground level of any Unit, unless such parking or storage is entirely within the garage on a Unit, except that any such vehicle may be otherwise parked as a temporary expedient for loading, delivery, or emergency. This restriction, however, shall not restrict trucks or other commercial vehicles which are necessary for construction or for the maintenance of any portion of the Community or any Improvements located thereon. For the purposes of this Section, "temporary expedient" shall mean a period of time not to exceed forty-eight (48) hours or such lesser or greater time period as the Executive Board may determine from time to time in its sole discretion.

10.7.2. Except as hereinabove provided, no abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked in the Community. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, or other similar vehicle, which has not been driven under its own propulsion for a period of seventy-two (72) hours or longer, or which does not have an operable propulsion system installed therein, or which is not then currently licensed and registered; provided, however, that otherwise permitted vehicles parked by Owners while on vacation (for a maximum of two (2) weeks) or during a period of illness shall not be deemed to be abandoned.

10.7.3. In the event the Association shall determine that a vehicle is parked or stored in violation of subsections 10.7.1 or 10.7.2 of this Section, then a written notice of such violation describing said vehicle shall be delivered personally (including delivery by telefax) or by United States mail, first class postage prepaid, to the Owner of the Unit, and if the vehicle is not removed within a reasonable time thereafter, as determined by the Association in its sole discretion from time to time, a written notice stating that the vehicle will be towed shall be delivered personally to the owner of such vehicle (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained) and the Association shall have the right to remove the vehicle at the sole expense of the owner of such vehicle.

10.7.4. No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers or boats, may be performed or conducted in the Community unless it is done within a completely enclosed structure(s) which screen the sight and sound of the activity from the Units and Common Elements. The foregoing restriction shall not be deemed to prevent, on a Unit, washing and polishing of any motor vehicle, boat, trailer, motor-driven cycle, or other vehicle, together with those activities normally incident and necessary to such washing and polishing.

10.7.5. The Town of New Castle shall have the right, but not the obligation, to enforce the provisions of this section. However, this provision does not give the Town the right to charge the Association for performing this service.

10.7.6. This Section 10.7 shall be construed and applied in accordance with all applicable laws, including without limitation the Act.

**Section 10.8.** ***Nuisances.***

No nuisance shall be permitted in the Community nor any use, activity or practice which is a source of annoyance or embarrassment to, or which offends or disturbs the occupant of any Unit or which interferes with the peaceful enjoyment or possession and proper use of any Unit, or any portion thereof. As used herein, the term "nuisance" shall include each violation of the Governing Documents, but shall not include any activities of Declarant which are incidental to the development and construction of, and sales activities in, the Community. No noxious or offensive activity shall be carried on in the Community nor shall anything be done or placed in the Community which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. The Town of New Castle shall have the right, but not the obligation, to enforce the provisions of this paragraph. However, this provision does not give the Town the right to charge the Association for performing this service.

**Section 10.9.** ***No Hazardous Activities; No Hazardous Materials or Chemicals.***

No activities shall be conducted in the Community, or within Improvements constructed in the Community, which are or might be unsafe or hazardous to any natural person or property. Without limiting the generality of the foregoing, no firearms shall be discharged and no open fires shall be lighted or permitted except in a contained barbecue unit while attended and in use for cooking purposes or within an interior fireplace, except that outdoor fire pits will be permitted if the same are in compliance with all applicable laws, ordinances and regulations. Further, no hazardous materials or chemicals shall at any time be located, kept or stored, in, on or at any Unit, except such as may be kept in such limited quantities so as to not constitute a hazard or danger to any natural person or property and in accordance with all applicable laws, ordinances and regulations regarding allowable quantities of hazardous materials or chemicals. The Town of New Castle shall have the right, but not the obligation, to enforce the provisions of this paragraph. However, this provision does not give the Town the right to charge the Association for performing this service.

**Section 10.10.** ***No Annoying Light, Sounds or Odors.***

No light shall be emitted which is unreasonably bright or causes unreasonable glare; no sound shall be emitted which is unreasonably loud or annoying; and no odor shall be permitted which is noxious or offensive to others. Any exterior lighting installed or maintained on a Unit or Improvements(s) shall either be indirect or of such controlled focus and intensity so as not to disturb the residents of any adjacent or nearby property. Further, no annoying light, sound or odor shall be permitted which may be seen, heard or smelled.

**Section 10.11.** ***Restrictions on Trash and Materials.***

No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate except inside a

structure on any Unit nor shall any such items be deposited on a street, unless placed in a suitable, tightly-covered container that is suitably located solely for the purpose of garbage pickup; provided, however, that no such container may be visible from any other Unit or the Common Elements except on the day of garbage pickup. Further, no trash or materials shall be permitted to accumulate in such a manner as to be visible from any Unit. All equipment for the storage or disposal of trash shall be kept in a clean and sanitary condition. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner. Trash removal is the responsibility of each Owner. However, the Association may, at the election of the Executive Board, provide trash removal services for any portions of the Community. The scope of trash removal services that may be provided by the Association may be determined by the Executive Board in its sole discretion (e.g., the Board may elect to provide and use Assessments to pay for all regularly scheduled trash pickups, but require each Owner to be responsible for scheduling, and paying for, any extraordinary trash pick-ups and/or recycling services). The Town of New Castle shall have the right, but not the obligation, to enforce the provisions of this paragraph. However, this provision does not give the Town the right to charge the Association for performing this service.

**Section 10.12.** ***Units to Be Maintained.***

Subject to Section 10.5 of this Declaration (Temporary Structures; Unsightly Conditions), each Unit shall at all times be kept in a clean, sightly and wholesome condition by the Owner of such Unit. No trash, litter, junk, boxes, containers, bottles, cans, implements or machinery shall be permitted to remain upon any Unit except as necessary during the period of construction or as provided in Section 10.11 of this Declaration (Restrictions on Trash and Materials).

**Section 10.13.** ***Leases.***

The term "lease," as used herein, shall include any agreement for the leasing or rental of a Unit, Improvements thereon, or any portion thereof, and shall specifically include, without limitation, any subleases. Any Owner shall have the right to lease his Unit, or any portion thereof, under the following conditions:

10.13.1. All leases shall be in writing, and notice of the lease, including the name of the tenant(s) and the duration of the lease, shall be delivered to the Executive Board or the Association's managing agent, if any, within thirty (30) days after such lease has been signed by the lessor and the lessee; and

10.13.2. All leases shall provide that the terms of the lease and lessee's occupancy of the leased premises shall be subject in all respects to the Governing Documents; and that any failure by the lessee to comply with any of the aforesaid documents, in any respect, shall be a default under the lease; and

10.13.3. All leases shall be for a term of no less than six (6) months.

**Section 10.14.** ***Restrictions on Mining or Drilling.***

No property within the Community shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.

**Section 10.15.** ***Raw Water (Non-Potable Water)***

10.15.1. The Declarant is providing a raw water system of non-potable water ("Raw Water") for irrigation in the Community. Raw Water should not be used as drinking water or for any use which might result in consumption of the same. Each Owner is solely responsible for any adverse consequences or reaction from consumption of any Raw Water by the Owner, a member of the Owner's family, a tenant, a guest, or invitee of such Owner, or any animal(s) (such as dogs or cats) for which such Owner is responsible. The Declarant, Association, Board of Directors, and the Town of New Castle, Colorado ("Town"), and their respective officers, directors, members, partners, agents and employees, shall have no responsibility for the safety of any Persons or property with respect to Raw Water and hereby disclaim any such responsibility. The waiver and release set forth in Section 14.18 of this Declaration shall apply to this Section 10.15.

10.15.2. Any outside use of potable water is strictly prohibited. This restriction on use applies when the Raw Water system is operational and during periods, not to exceed three (3) days when the Raw Water system is shut down for maintenance or repair purposes. If the Raw Water system is shut down for a period exceeding three (3) days, then users may commence outside use of potable water, subject to payment for such use pursuant to the Town's potable water rates; provided, however, that any outside use of potable water must stop and shall be prohibited once the Raw Water system becomes operational again and provided, further, that the period of outside use of potable water shall not exceed thirty (30) days in duration.

10.15.3. The provisions of this Section 10.15 regarding Raw Water may not be revoked, amended or modified without the Town's consent and approval .

**Section 10.16.** ***Compliance with Master Declaration and Master Association Architectural Control Committee.***

All Owners and any other Persons who reside upon or use any portion of the Community shall comply with all terms and provisions of the Master Declaration, the Articles of Incorporation, Bylaws and rules and regulations of the Master Association, as the same may be promulgated, enacted, adopted, amended, interpreted, repealed, reenacted, and enforced, from time to time. Without limiting the generality of the foregoing, all Owners and other Persons who reside upon or use any portion of the Community shall comply with all submission, processing, and other requirements of the Master Association Architectural Control Committee, and the terms and provisions of the Master Declaration, the Articles of Incorporation, Bylaws and rules and regulations of the Master Association.

## ARTICLE 11. PARTY WALLS

**Section 11.1.** ***Definition.***

For purposes of this Article, "Party Wall" means: any wall which is part of the original construction of the structures located on the Lots as such wall(s) may be repaired or reconstructed from time to time, is placed on or immediately adjacent to a Lot's lot line, and separates two (2) or more structures as a common wall. Without limiting the generality of the foregoing, "Party Wall"

includes any two walls which meet the foregoing criteria and which are separated by a small amount of air space.

**Section 11.2.** ***General Rules of Law to Apply.***

To the extent not inconsistent with the provisions of this Article, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**Section 11.3.** ***Sharing of Repair and Maintenance.***

The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Members of the two Lots on either side of the Party Wall, except as otherwise provided in this Declaration; provided, however, that the cost of repair and replacement of the finished surface of a Party Wall that is located within a residence shall be at the sole cost and expense of the Owner of the Lot on which such residence is located.

**Section 11.4.** ***Destruction by Fire or Other Casualty.***

If a Party Wall is destroyed or damaged by fire or other casualty, any Owner of a Lot on which such Party Wall is or was located may restore it. Except as otherwise provided in this Declaration, the Members of the Lots that share such Party Wall shall share equally the costs and expenses of such restoration. Without limiting the generality of the foregoing, any Member may call for a larger contribution from one or more others under any rule of law regarding liability for negligent or willful acts or omissions.

**Section 11.5.** ***Weatherproofing.***

Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 11.6.** ***Right to Contribution Runs with Land.***

The right of any Member to contribution from any other Member under this Article shall be appurtenant to and run with the land and shall pass to such Member's successors in title to the Lot to which such Member's membership pertains.

**Section 11.7.** ***Rights of Owners.***

The Owners of each Lot with a Party Wall shall have the following rights:

11.7.1. A perpetual and reciprocal easement in and to that part of the adjacent Lot on which such Party Wall is located, for Party Wall purposes only, including mutual support, maintenance, repair and inspection. For the purposes of repairing or maintaining a Party Wall, the Owners of each Lot with a Party Wall are granted the right to enter onto the adjacent Lot which has the same Party Wall and to go inside any residence or other Improvements thereon to do work necessary in the exercise of rights provided herein at all

reasonable times after reasonable notice to the occupants of such adjacent Lot, or immediately in the event of an emergency.

11.7.2. After reasonable notice to the occupants of the adjacent Lot on which a Party Wall is located, the Owner of a Lot which has such Party Wall thereon shall have the right to break through an appurtenant Party Wall for the purposes of repairing or restoring sewer, water, or other utilities located within such Party Wall, subject to the obligation to restore such Party Wall to its previous structural condition at the sole cost and expense of the Owner who effectuates such breakage.

**Section 11.8.** ***Arbitration.***

In the event of any dispute arising concerning a Party Wall, under the provisions of this Article, such dispute shall be resolved as follows unless such dispute is subject to Article 13 of this Declaration (Dispute Resolution): each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party fail or refuse to appoint an arbitrator within ten (10) days after written request therefor by the Member with whom such party shares a Party Wall, the Board shall select an arbitrator for the refusing party. The parties to the arbitration shall share the costs thereof, but each party shall pay its own attorneys' fees.

## ARTICLE 12. PROPERTY RIGHTS IN THE COMMON ELEMENTS

**Section 12.1.** ***Owners' Easements of Enjoyment.***

Subject to this Declaration, every Owner shall have a non-exclusive right and easement for the purpose of access to such Owner's Unit and for use for all other purposes, in and to the Common Elements, and such easement shall be appurtenant to and shall pass with the title to every Unit.

**Section 12.2.** ***Extent of Owners' Easements.***

Subject to the other provisions of this Declaration, the rights and easements of enjoyment created hereby are subject to the following: the Common Elements may not be used in any manner which violates the statutes, rules, or regulations of any governmental authority with jurisdiction over the Common Elements; and no Owner (other than Declarant as provided in this Declaration) may place any structure on the Common Elements. In addition, such rights and easements are subject to the following rights of the Association:

12.2.1. The right of the Association to borrow money for the purpose of improving the Common Elements and to mortgage said property as security for any such loan; provided, however, that the Association may not subject any portion of the Common Elements to a Security Interest except in accordance with the Act; and

12.2.2. The right of the Association to take such steps as are reasonably necessary to protect the Common Elements against foreclosure; and

12.2.3. The right of the Association to promulgate and publish standards, guidelines, rules and regulations or policies and procedures, with which each Member shall strictly comply; and

12.2.4. The right of the Association to suspend the voting rights of a Member for any period during which any Assessment against such Member's Unit or any other amounts due from such Member to the Association remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of the Governing Documents; and

12.2.5. The right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless the same is done in accordance with the Act. Notwithstanding the foregoing, the granting of permits, licenses and easements for utilities, roads or for other purposes reasonably necessary or useful for the proper maintenance or operation of the Community shall not be deemed a transfer within the meaning of this subsection; and

12.2.6. The right of the Association, through its Executive Board, to enter into, make, perform or enforce any contracts, leases, agreements, licenses, easements and rights-of-way, for the use of real property or Improvements by Owners, other Persons, their family members, guests and invitees, for any purpose(s) the Executive Board may deem to be useful, beneficial or otherwise appropriate; and

12.2.7. The right of the Association to close or limit the use of the Common Elements while maintaining, repairing and making replacements in the Common Elements.

**Section 12.3.** ***Use of Common Elements by Declarant.***

An easement is hereby granted to the Declarant and the Town of New Castle on, over, across, under and through the Common Elements as may be reasonably necessary for the purpose of discharging any of Declarant's obligations or exercising any Special Declarant Rights or other rights of the Declarant and to permit the Town to enforce the selected provisions of these regulations, and no Owner shall engage in any activity which will temporarily or permanently interfere with the Declarant's and Town's easements through the Common Elements.

**Section 12.4.** ***Payment of Taxes or Insurance by Security Interest Holders.***

Security Interest Holders shall have the right, jointly or singly, to pay taxes or other charges or assessments which are in default and which may or have become a lien against the Common Elements and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Elements, and any Security Interest Holders making any such payments shall be owed immediate reimbursement therefor from the Association.

**Section 12.5.** ***Conveyance or Encumbrance of Common Elements.***

Portions of the Common Elements may be conveyed or subjected to a Security Interest by the Association only in accordance with the Act and this Declaration.

**Section 12.6.** ***Designation of Common Elements.***

Declarant in recording this Declaration has designated certain areas of land as Common Elements intended for the common use and enjoyment of Owners for recreation and other related activities, as provided in this Declaration and other applicable documents. The Common Elements owned by the Association is not dedicated hereby for use by the general public.

**Section 12.7.** ***Duty to Accept Property and Facilities Transferred by Declarant.***

The Association shall accept title to all property and Common Elements, including Improvements thereon, as well as personal property, equipment, and easements, transferred to the Association by the Declarant, together with responsibility to perform all duties and functions of the Association which are set forth in this Declaration or otherwise assumed by the Association. As of the date of recording of this Declaration, interests which may be transferred by the Declarant to the Association may consist only of easements and/or Common Elements in the property described on the attached Exhibit A, Exhibit B, and/or the Annexable Area.

## ARTICLE 13. DISPUTE RESOLUTION

**Section 13.1.** ***Intent of Article; Applicability of Article; and Applicability of Statutes of Limitation.***

13.1.1. Each Party (as defined below) agrees to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Party covenants and agrees to submit all Claims (as defined below) each alleges to have to the procedures set forth in this Article and not to a court of law.

13.1.2. By acceptance of a deed to a Unit, each Owner agrees to abide by the terms of this Article.

13.1.3. No Claim (as defined below) may be initiated after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitation or statute of repose.

**Section 13.2.** ***Definitions Applicable to this Article.***

For purposes of this Article only, the following terms have the meanings set forth in this Section:

13.2.1. "AAA" means the American Arbitration Association or any other Person agreed to by the Claimant and Respondent in writing for the purpose of performing the functions of the American Arbitration Association under this Declaration.

13.2.2. "Claimant" means any Party having a Claim.

13.2.3. "Claim" means, except as excluded or exempted by the terms of this Article, any claim, grievance or dispute between one Party and another, regardless of how the same may have arisen or on what it might be based, including without limitation those arising out of or related to (a) the interpretation, application or enforcement of any of the

Governing Documents or the rights, obligations and duties of any Party under any of the Governing Documents; (b) the design or construction of Improvements; or (c) any statements, representations, promises, warranties, or other communications made by or on behalf of any Party.

13.2.4. "Party" means each of the following: Declarant, its officers, directors, partners, members, employees and agents; Master Declarant, its officers, directors, partners, members, employees and agents; the Association, its officers, directors and committee members; the Master Association, its officers, directors and committee members; all Persons subject to this Declaration; any builder or contractor, its officers, directors, partners, members, employees and agents, who construct buildings, residences or other Improvements; and any Person not otherwise subject to this Declaration who agrees to submit to this Article.

13.2.5. "Respondent" means any Party against whom a Claimant asserts a Claim.

13.2.6. "Termination of Mediation" means a period of time expiring thirty (30) days after a mediator has been agreed upon by the parties (however, a mediator shall be selected no later than forty-five (45) days after the Claimant has given notice to the Respondent of the Claim and if the parties are unable to agree on a mediator, one shall be chosen by the AAA) and the matter has been submitted to mediation (or within such other time as determined by the mediator or agreed to by the Claimant and Respondent) and upon the expiration of which the Claimant and Respondent have not settled the Claim.

**Section 13.3.** ***Approval Required for Association Actions.***

Except as provided in Section 13.6 of this Declaration (Exclusions from "Claim"), the approval of eighty percent (80%) of a quorum (as provided in Section 13.4 of this Declaration (Notice and Quorum for Association Actions)) of the Association votes cast by Members voting in person or by proxy at a meeting duly called for this purpose, or voting pursuant to written ballot, must be obtained before the Association shall have the power to institute action on any Claim pursuant to this Article, or to make any counterclaim or cross-claim in any lawsuit or other action brought against the Association. Such approval must be obtained in accordance with the requirements of Section 13.4 of this Declaration (Notice and Quorum for Association Actions).

**Section 13.4.** ***Notice and Quorum for Association Actions.***

Written notice of any meeting of Members which includes a vote pursuant to Section 13.3 of this Declaration (Approval Required for Association Actions) shall be sent to all Members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. Such written notice, or if the vote is to be by written ballot then such written ballot, shall include the following information:

13.4.1. A statement regarding the nature of the Claim. Such statement shall include, without limitation, the name(s) of the proposed Claimant(s), the name(s) of the proposed Respondent(s), the basis and reason for the Claim, and any other information necessary to adequately explain the nature of the proposed Claim; and

13.4.2. A good-faith estimate of the costs and fees, including court costs, the fees of consultants, expert witnesses and attorneys, reasonably anticipated to be incurred by or for the Association in prosecuting the Claim, with such estimate prepared by the primary attorney the Board proposes to have prosecute the Claim on its behalf; and

13.4.3. A statement advising Members that the costs and fees of prosecuting any Claim may substantially increase the amount of Assessments payable by the Owners to the Association; and

13.4.4. A good-faith estimate of the manner in which any monies reasonably anticipated to be recovered from the Claim will be distributed or paid to consultants, expert witnesses, the Association, its attorney(s) and any others, prepared by the primary attorney the Board proposes to have prosecute the Claim on its behalf; and

13.4.5. A good faith estimate of the projected time frame for resolution of the Claim; and

13.4.6. All terms and provisions of the agreement between the Association and the attorney(s) the Board proposes to have prosecute the Claim.

The presence of Members or of proxies, or if by ballot then receipt by the Association of written ballots, entitled to cast eighty percent (80%) of all of the Association votes, shall constitute a quorum at any meeting at which the Members vote on approval of any Claim the Association wishes to bring.

**Section 13.5.** ***Required Form of Proxy or Ballot.***

Each written proxy, and each ballot, which purports to vote on, or authorize a vote on, approval of the Association bringing a Claim shall contain the following statement:

> With full knowledge and understanding that my annual Assessments may be significantly increased by the costs and fees associated with the proposed claim, I/we APPROVE the authority of the Association to bring such claim.

**Section 13.6.** ***Exclusions from "Claim".***

Unless specifically exempted by this Article, all Claims between any of the Parties shall be subject to the provisions of this Article. Notwithstanding the foregoing, unless all Parties thereto otherwise agree, "Claim" does not include the following, whether such are brought by lawsuit, counterclaim, cross-claim, mediation, arbitration or in any other manner, and the same shall not be subject to the provisions of this Article:

13.6.1. An action by the Association to enforce any provision of Article 4 of this Declaration (Assessments); and

13.6.2. An action by the Association to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the Association or court may deem necessary in order to enforce any of the provisions of Article 10 (Restrictions) or Article 5 (Design Review) of this Declaration, or Article VIII

(Architectural Control Committee) or Article XII (Restrictions) of the Master Declaration; and

13.6.3. Any action between or among Owners, which does not include Declarant, the Master Declarant, the Master Association, or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents; and

13.6.4. Any action in which any indispensable party is not a Party, as defined in this Article.

**Section 13.7.** ***Right to Inspect.***

Prior to any Party commencing any proceeding against another Party, including but not limited to an alleged defect of any Improvement, the Respondent shall have the right to be heard by the Claimant and, if any Claimant is the Association, by the Members, and to access, inspect, correct the condition of, or redesign any portion of any Improvement as to which a defect is alleged or otherwise correct the alleged dispute; provided, however, any correction to, or redesign of, an Improvement shall be made upon terms and conditions acceptable to all affected Parties. In the exercise of the inspection rights contained herein, the inspecting Party shall:

13.7.1. Be careful to avoid unreasonable intrusion upon, or harm, damage or costs to the affected Party including, without limitation, using its best efforts to avoid causing any damage to, or interference with, any Improvements to the subject property;

13.7.2. Minimize any disruption or inconvenience to any person who occupies the subject property;

13.7.3. Remove daily all debris caused by the inspection and located on the subject property; and

13.7.4. In a reasonable and timely manner, at the sole cost and expense of the inspecting Party, promptly remove all equipment and materials from the subject property and repair and replace all damage, and restore the subject property to the condition of the subject property as of the date of the inspection unless the subject property is to be immediately repaired.

The inspecting Party shall not permit any lien, claim or other encumbrance arising from the exercise of its right to inspect to accrue against or attach to the subject property. The inspecting Party shall indemnify, defend, and hold harmless the affected Owners and their tenants, guests, employees and agents, against any and all liability, claims, demands, losses, costs and damages incurred, including court costs and attorneys' fees, resulting from any breach of this Section by the inspecting Party.

**Section 13.8.** ***Mandatory Procedures.***

13.8.1. *Good Faith Negotiations.* The Parties shall make every reasonable effort to meet in person and confer for the purposes of resolving the Claim by good faith

negotiation. Any Party may be represented by attorneys and independent consultants to assist such Party in negotiations and to attend meetings.

13.8.2. *Notice.* Prior to proceeding with any Claim against a Respondent, each Claimant shall give a notice to each Respondent, which notice shall state plainly and concisely:

13.8.2.1. the nature of the Claim, including all persons involved and Respondent's role in the Claim;

13.8.2.2. the legal or contractual basis of the Claim (i.e., the specific authority out of which the Claim arises); and

13.8.2.3. the specific relief and/or proposed remedy sought.

13.8.3. *Mediation.*

13.8.3.1. If the Parties do not resolve the Claim through negotiations within thirty (30) days after submission of the Claim to the Respondent(s), Claimant shall have an additional thirty (30) days to submit the Claim to mediation under the auspices of the AAA in accordance with the AAA's Commercial or Construction Industry Mediation Rules, as appropriate.

13.8.3.2. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

13.8.3.3. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If a Termination of Mediation occurs, the mediator shall issue a notice of Termination of Mediation. The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

13.8.3.4. Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator.

13.8.3.5. If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with subsection 13.8.3 and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate arbitration proceedings to enforce such agreement without the need to again comply with the procedures set forth in Section 13.8 of this Declaration (Mandatory Procedures). In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs

incurred in enforcing such agreement, including without limitation, attorneys' fees and court costs.

13.8.4. *Binding Arbitration.*

13.8.4.1. Upon Termination of Mediation, if Claimant desires to pursue the Claim, Claimant shall thereafter be entitled to initiate final, binding arbitration of the Claim under the auspices of the AAA in accordance with the AAA's Commercial or Construction Industry Arbitration Rules, as appropriate. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Claim. Unless otherwise mutually agreed to by the parties to the Claim, there shall be one arbitrator who, to the extent feasible, shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues are involved.

13.8.4.2. Each Party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law, the arbitrator or the court shall award reasonable attorneys' fees and expenses incurred in defending such contests, including those incurred in trial or on appeal, to the non-contesting Party. All decisions respecting the arbitrability of any Claim shall be decided by the arbitrator.

13.8.4.3. The award of the arbitrator shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of all Parties to the Claim.

**Section 13.9.** ***Liability for Failure of Association to Maintain an Action.***

No director or officer of the Association shall be liable to any Person for failure to institute or maintain or bring to conclusion a cause of action, mediation or arbitration for a Claim if the following criteria are satisfied: (a) the director or officer was acting within the scope of such director's or officer's duties; (b) the director or officer was not acting in bad faith; and (c) the act or omission was not willful, wanton or grossly negligent.

## ARTICLE 14. GENERAL PROVISIONS

**Section 14.1.** ***Enforcement; Fines.***

14.1.1. Subject to Article 13 hereof (Dispute Resolution), enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in the Governing Documents, may be by any proceeding at law or in equity against any Person(s) violating or attempting to violate any such provision. Except as otherwise provided in this Declaration, the Association and any aggrieved Owner shall have the right to institute, maintain and prosecute any such proceedings subject to Article 13 of this Declaration (Dispute Resolution). Remedies for violation(s) of the Governing Documents shall be cumulative and no remedy shall be exclusive of other

remedies that may be available. In any action instituted or maintained under any of such documents, the prevailing party shall be entitled to recover its costs and attorney fees incurred in asserting or defending the claim, as well as any and all other sums. Failure by the Association or any Owner to enforce any covenant, restriction or other provision herein contained, or any other provision of any of the Governing Documents, shall in no event be deemed a waiver of the right to do so thereafter.

14.1.2. Subject to the following sentence, the Association shall have the right to levy and collect fines (as provided in Article 4 of this Declaration (Assessments)) for the violation of any provision of any of the Governing Documents. Prior to collection of any fines, the Association, the Executive Board, or an authorized management company of the Association, shall mail a notice of violation to the Person(s) alleged to be in violation of any such provision and such notified Person(s) has a right to a hearing upon submission to the Executive Board of a written request for hearing, which is properly signed by such Person(s) and dated, within ten (10) days after the notice of violation has been mailed or such other time as the Executive Board may decide in its sole discretion from time to time; failure of a notified Person to request a hearing in writing within the required time period shall constitute a waiver of such right to a hearing.

14.1.3. In addition, as identified herein, the Town of New Castle has the right, but not the obligation, to enforce certain provisions of this Declaration.

**Section 14.2.** ***Severability.***

All provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association are severable. Invalidation of any of the provisions of any such documents, including without limitation any provision(s) of Article 13 of this Declaration (Dispute Resolution), by judgment, court order or otherwise, shall in no way affect or limit any other provisions which shall remain in full force and effect.

**Section 14.3.** ***Conflict of Provisions.***

In case of any conflict between this Declaration, the Articles of Incorporation or Bylaws of the Association and the Master Declaration, the Master Declaration shall control. In case of any conflict between this Declaration and the Articles of Incorporation or Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control.

**Section 14.4.** ***Annexation; Withdrawal.***

14.4.1. Until ten (10) years after recording of this Declaration in the office of the Clerk and Recorder of Garfield County, Colorado, the Declarant may annex to this Declaration the Annexable Area or any portion(s) thereof, without the consent of any other Owners, Security Interest Holders, or any other Person; however, each such annexation is subject to a determination by HUD or VA (if the Declarant desires to attempt to obtain HUD or VA approval of the property being annexed, and if HUD or VA require such approval) that the annexation is in accord with the general plan approved by them and that the structures to be located thereon will be of comparable style, quality, size and cost to the

existing Improvements. Each annexation shall be effected, if at all, by recording one or more Annexations of Additional Land in the Office of the Clerk and Recorder of the county in which the annexed property is located, which document:

14.4.1.1. shall provide for annexation to this Declaration of the property described in such Annexation of Additional Land;

14.4.1.2. shall identify the owner(s) of the Units thereby created, if any;

14.4.1.3. shall assign an identifying number to each new Unit, if any;

14.4.1.4. shall describe any Common Elements within the property being annexed;

14.4.1.5. shall, if the annexed property includes one (1) or more Units, reallocate the Allocated Interests; and

14.4.1.6. may include such other provisions as the Declarant deems appropriate. Other provisions that may be included in an Annexation of Additional Land include, without limitation, covenants, conditions, restrictions, requirements and/or other provisions, in addition to or different from those contained elsewhere in this Declaration, that apply or will apply to some or all of the property that is thereby being annexed to this Declaration. Any of such other provisions referenced in the preceding sentence may be amended with the consent of the Owners of sixty-seven percent (67%) of the Units to which such other provisions apply.

14.4.2. Except as otherwise specifically stated in the Annexation of Additional Land, all provisions of this Declaration, including, but not limited to (as to Units), those provisions regarding obligations to pay Assessments to the Association and any right to cast votes as Members, shall apply to annexed property immediately upon the effective date of the Annexation of Additional Land or other document of annexation (which shall constitute the date of recording of the Annexation of Additional Land or other annexation document, unless otherwise stated therein).

14.4.3. Subsequent to the date of recording hereof, each Person who acquires any property within the Annexable Area after the date of recording thereof will have agreed, pursuant to applicable documents, that such property will be governed by this Declaration effective on the date of conveyance of such property to such Person, if the Declarant annexes such property to this Declaration in accordance with this Section. Therefore, the Declarant reserves the right (but not the obligation), during the time period set forth in Section 14.4.1 of this Declaration, to annex such property to the Declaration without further authorization from the Person who has acquired such property, even if such annexation occurs subsequent to conveyance of such property to such Person.

14.4.4. Each annexation to this Declaration, if any, shall be deemed to constitute an amendment to this Declaration.

14.4.5. Each portion of real property and Improvements (if any) now or hereafter subject to this Declaration, by annexation or otherwise, shall be subject to a right

of withdrawal by the Declarant. Without limiting the generality of the foregoing, the real property and Improvements (if any) which are described on the attached Exhibit A, the real property and Improvements (if any) described on the attached Exhibit B, as well as the real property (and Improvements, if any) described in each Annexation of Additional Land or each other annexing document, shall each be deemed a separate portion of real property and Improvements that are subject to a right of withdrawal. The withdrawal of any such separate portion(s) may be accomplished, if at all, in accordance with the Act. However, the Declarant's right to withdraw each such separate portion of the Community shall expire and terminate, as to each separate portion of the Community, no later than the automatic termination of the Special Declarant Rights as provided in Section 1.25 hereof (Special Declarant Rights).

**Section 14.5.** ***Minor Violations of Setback Restrictions.***

If upon the erection of any structure, it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement shall be deemed waived by the Owners of each Unit immediately adjoining the structure which is in violation of the setback, and such waiver shall be binding upon all other Owners. However, nothing contained in this Section shall prevent the prosecution of a suit for any other violation of the restrictions, covenants, or other provisions contained in this Declaration. A "minor violation," for the purpose of this Section, is a violation of not more than four (4) feet beyond the required setback lines or Unit lines. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to, or replacements of, any of such structures.

**Section 14.6.** ***Subdivision or Replatting of Units.***

The Declarant, subject to the review and approval by the Town of New Castle, hereby reserves the right to subdivide or replat any Unit(s) owned by the Declarant. A subdivision or replatting may change the number of Units in the Community. Without limiting the generality of the foregoing, the Declarant reserves the right to move any lot lines(s) on Unit(s) owned by the Declarant, for the purpose of accommodating Improvements which are constructed or are planned to be constructed. The rights provided for in this Section shall terminate automatically as provided in Section 1.25 of this Declaration (Special Declarant Rights). No Unit may be further subdivided from that existing at the time such Unit becomes subject to this Declaration, except by Declarant.

**Section 14.7.** ***Declarant's Use.***

Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible and proper for the Declarant, its employees, agents, and contractors, to perform such reasonable activities, and to maintain upon portions of the Units and the Common Elements such facilities as the Declarant deems appropriate, specifically including, without limiting the generality of the foregoing, maintaining signs, sales offices, management offices, model units and construction offices in such numbers, of such sizes, and at such locations as the Declarant determines in its reasonable sole discretion from time to time. Nothing contained in this Declaration shall limit the rights of the Declarant to conduct all construction, sales, and marketing activities as the Declarant deems necessary or desirable and to use the easements provided in this Declaration for those and other purposes. Further, nothing contained in this Declaration shall limit the rights of the Declarant or require the Declarant to obtain approvals: (a) to excavate, cut, fill or

grade any property or to construct, alter, demolish or replace any Improvements; (b) to use any Improvements on any property as sales offices, management offices, model units and/or construction offices in connection with the development, construction or sale of any property; and/or (c) to require the Declarant to seek or obtain the approval of the Design Review Committee, the Executive Board, the Association or the Master Association for any such activity. Any real estate used as a sales office, management office, model unit, or for the location of a trailer used as a construction or sales office, shall be a Unit or Common Elements, as such property is now or hereafter designated in one or more recorded documents. The rights provided for in this Section shall terminate automatically upon termination of the Special Declarant Rights, as provided in Section 1.25 of this Declaration.

**Section 14.8.** ***Duration, Revocation, and Amendment.***

14.8.1. Each and every provision of this Declaration shall run with and bind the land perpetually from the date of recording of this Declaration. Except as otherwise provided in this Declaration (including, without limitation, Section 10.15, Section 14.4, and subsection 14.8.2 and 14.8.3 of this Declaration), this Declaration may be amended by the affirmative vote or agreement of Members holding at least sixty-seven percent (67%) of the Allocated Interests; provided, however, prior to termination of the Special Declarant Rights, including without limitation the right to exercise any Development Rights, no amendment of this Declaration shall be effective without the prior written approval of the Declarant. Further, each amendment of this Declaration enacted by the Members shall be applicable only to disputes, issues, circumstances, events, claims or causes of action that arose out of circumstances or events that occurred after the date of recording of such amendment in all Counties in which any portion of the Community is located; and no such amendment shall be applied retroactively to any earlier occurring disputes, issues, events, circumstances, actions, claims or causes of action.

14.8.2. Notwithstanding anything to the contrary, this Declaration, the Articles of Incorporation and/or Bylaws of the Association may be amended in whole or in part, at any time from time to time, by the Declarant without the consent or approval of any other Owner, any Security Interest Holder, or any other Person, in order to comply with the requirements, standards, or guidelines of any of the Agencies or of recognized secondary mortgage markets.

14.8.3. Notwithstanding anything to the contrary, this Declaration, the Articles of Incorporation and/or Bylaws of the Association may be amended in whole or in part, at any time from time to time, by the Declarant without the consent or approval of any other Owner, any Security Interest Holder, or any other Person, in order to correct clerical, typographical, or technical errors.

14.8.4. Except as to amendments which may be made by the Declarant, amendments to this Declaration may be prepared, executed, recorded, and certified by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. Such certification shall, in the case of an amendment requiring the approval of Owners, certify that the Association has received the requisite approvals. Amendments which may be made by the Declarant pursuant to this Declaration

or as permitted by the Act, may be signed by the Declarant and shall require no other signatory.

**Section 14.9.** ***Registration of Mailing Address.***

Each Owner and each Security Interest Holder, insurer or guarantor of a Security Interest, shall register his mailing address with the Association, and all notices or demands intended to be served upon an Owner, or upon a Security Interest Holder, insurer or guarantor of a Security Interest, shall be sent by U.S. mail, postage prepaid, addressed in the name of such Person at such registered mailing address. However, if any Owner fails to notify the Association of a registered address, then any notice or demand may be delivered or sent, as aforesaid, to such Owner at the address of such Owner's Unit. All notices, demands, or other notices intended to be served upon the Executive Board or the Association during the Period of Declarant Control shall be sent by U.S. mail, postage prepaid, to 100 Inverness Terrace East, Suite 110, Englewood, CO 80112, unless such address is changed by the Association during the Period of Declarant Control; subsequent to expiration of the Period of Declarant Control, the Association shall notify the Owners of a different address for notices.

**Section 14.10.** ***HUD or VA Approval.***

During the Period of Declarant Control, the following actions shall require the prior approval of HUD or VA if, at the time any such action is taken, HUD has insurance or VA has a guarantee(s) on one or more first Security Interests, and HUD or VA require such approval: annexation of additional real property (if the Declarant desires to obtain VA or HUD approval of the property that is being annexed): amendment of this Declaration, except as provided in Section 14.4 and subsections 14.8.2 and 14.8.3 hereof; termination of this Community; dedication of Common Elements; or merger or consolidation of the Association, except as provided in Section 3.12 of this Declaration (Merger).

**Section 14.11.** ***Termination of Community.***

The Community may be terminated only in accordance with the Act.

**Section 14.12.** ***Transfer of Special Declarant Rights.***

A Special Declarant Right created or reserved under this Declaration may be transferred only by an instrument evidencing the transfer recorded in every county in which any portion of the Community is located, and in accordance with the Act.

**Section 14.13.** ***Eminent Domain.***

The taking by eminent domain of a Unit(s) or Common Elements, or any portion thereof, shall be done in accordance with applicable law, including without limitation the Act.

**Section 14.14.** ***Limitation on Liability.***

The Association, the Executive Board, the Declarant, the Design Review Committee, and the officers, directors, managers, members, partners, agents and employees of the same, shall not be liable to any Person for any action or for any failure to act unless the action or failure to act was not

in good faith and was done or withheld with malice. The release and waiver set forth in Section 14.18 of this Declaration (Waiver) shall apply to this Section.

**Section 14.15.** ***No Representations, Guaranties or Warranties.***

No representations, guaranties or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant, the Association, the Executive Board, the Design Review Committee, or by any of their officers, directors, managers, members, partners, agents or employees, in connection with any portion of the Community, or any Improvement, its or their physical condition, structural integrity, freedom from defects, zoning, compliance with applicable laws, fitness for intended use, or view, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing. The release and waiver set forth in Section 14.18 of this Declaration (Waiver) shall apply to this Section.

**Section 14.16.** ***Disclaimer Regarding Safety.***

DECLARANT, THE ASSOCIATION, THE EXECUTIVE BOARD, THE DESIGN REVIEW COMMITTEE, AND THEIR OFFICERS, DIRECTORS, MANAGERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE COMMUNITY. BY ACCEPTING A DEED TO PROPERTY WITHIN THE COMMUNITY, EACH OWNER ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION, THE EXECUTIVE BOARD, THE DESIGN REVIEW COMMITTEE, AND THEIR OFFICERS, DIRECTORS, MANAGERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, ARE ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN, OR IN THE ARTICLES OF INCORPORATION, BYLAWS, RULES AND REGULATIONS, AND POLICIES AND PROCEDURES OF THE ASSOCIATION, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE COMMUNITY. THE RELEASE AND WAIVER SET FORTH IN SECTION 14.18 OF THIS DECLARATION (WAIVER) SHALL APPLY TO THIS SECTION.

**Section 14.17.** ***Development Within and Surrounding the Community.***

Each Owner acknowledges that development within and surrounding the Community may continue for an indefinite period, and that plans for the density, type and location of improvements, developments or land uses may change over time. Such development may entail changes to or alterations in the access to the Community, views of or from the Community or the Units, surrounding land uses, open space or facilities, traffic volumes or patterns, privacy or other off-site aspects or amenities. Development also may entail noise, odors, unsightliness, dust and other inconveniences or disruptions. By accepting a deed to a Unit, each Owner accepts title to such Unit subject to the foregoing, and waives and releases any claim against the Declarant, the Association, the Executive Board, the Design Review Committee, and their respective officers, directors, managers, members, partners, agents and employees, heirs, personal representatives, successors and assigns, arising out of or associated with any of the foregoing. The release and waiver set forth in Section 14.18 of this Declaration (Waiver) shall apply to this Section.

**Section 14.18.** ***Waiver***

By acceptance of a deed to a Unit, each Owner hereby releases, waives, and discharges the Declarant, the Association, the Executive Board, the Design Review Committee, and their respective officers, directors, managers, members, partners, agents and employees, heirs, personal representatives, successors and assigns, from all losses, claims, liabilities, costs, expenses, and damages, arising directly or indirectly from any hazards, disclosures, risks, or other matters set forth in this Declaration, including without limitation, those contained in Sections 10.15, 14.14, 14.15, 14.16 and 14.17 of this Declaration.

**Section 14.19.** ***Headings.***

The Article, Section and subsection headings in this Declaration are inserted for convenience of reference only, do not constitute a part of this Declaration, and in no way define, describe or limit the scope or intent of this Declaration or any of the provisions hereof.

**Section 14.20.** ***Gender.***

Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular and the use of any gender shall be applicable to all genders.

**Section 14.21.** ***Run with Land; Binding Upon Successors.***

The benefits, burdens and all other provisions contained in this Declaration shall be covenants running with and binding upon the Community and all real property and Improvements which are now or hereafter become a part thereof. The benefits, burdens and all other provisions contained in this Declaration shall be binding upon, and inure to the benefit of the Declarant, the Association and all Owners, and upon and to their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned, as Declarant hereunder and as Declarant under the Master Declaration, pursuant to that certain Assignment of Declarant Rights Under Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Castle Valley Ranch, Planned Unit Development, as Amended and Supplemented, recorded in the office of the Clerk and Recorder of Garfield County, Colorado, has hereunto set its hand this 19th day of May, 2010.

**DECLARANT:**

VILLAGE HOMES OF COLORADO, INC,
a Colorado corporation

By: _____

Its: S.V.P. Community Dev.

STATE OF COLORADO )
) ss.
COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by Peter Bunson as Sr VP of Community Development of VILLAGE HOMES OF COLORADO, INC., a Colorado corporation.

Witness my hand and official seal.

{S E A L}

Kelly J Schreffler
Notary Public
My commission expires: April 29, 2012

ajr/village Homes/Castle Valley Ranch Townhomes/Declaration CVR Townhomes.doc/8/3/2007 11:26 AM

KELLY J. SCHREFFLER NOTARY PUBLIC STATE OF COLORADO
My Commission Expires April 29, 2012

EXHIBIT A
TO
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
CASTLE VALLEY RANCH TOWNHOMES ASSOCIATION, INC.

(Units)

Lot 1C and Lot 2C, as shown on the Amended Final Plat of Lots 1 and 2 of Castle Valley Ranch PA12, Filing 9 Subdivision, recorded in the office of the Clerk and Recorder of Garfield County, Colorado, as amended.

EXHIBIT B
TO
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
CASTLE VALLEY RANCH TOWNHOMES ASSOCIATION, INC.

(Common Elements)

None at the time of recording of this Declaration.

EXHIBIT C
TO
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
CASTLE VALLEY RANCH TOWNHOMES ASSOCIATION, INC.

(Certain Title Exceptions)

1. REAL PROPERTY TAXES AND ASSESSMENTS FOR THE YEAR OF RECORDING OF THIS DECLARATION AND FOR SUBSEQUENT YEARS, NOT YET DUE AND PAYABLE.

2. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED NOVEMBER 28, 1941 IN BOOK 73 AT PAGE 213.

3. RIGHT OF PROPRIETOR OF A VEIN OR LODE 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 FEBRUARY 17, 1896, IN BOOK 12 AT PAGE 407.

4. 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 681, ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

5. AN UNDIVIDED ONE-HALF INTEREST OF ALL OIL, GAS AND OTHER MINERALS AS RESERVED IN INSTRUMENT RECORDED JULY 14, 1964 IN BOOK 359 AT PAGE 328, ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

6. AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS AND OTHER MINERALS AS RESERVED IN INSTRUMENT RECORDED MARCH 13, 1964 IN BOOK 356 AT PAGE 319, ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

7. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE #99-8 RECORDED JUNE 08, 1999 IN BOOK 1133 AT PAGE 632.

8. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE 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 961, AND AS AMENDED IN INSTRUMENT RECORDED FEBRUARY 08, 1996 IN BOOK 966 AT PAGE 679, AND AS AMENDED IN INSTRUMENT RECORDED NOVEMBER 06, 2000, IN BOOK 1216 AT PAGE 205, AND SUPPLEMENT RECORDED NOVEMBER 29, 2000 IN BOOK 1219 AT PAGE 627, FOURTH SUPPLEMENT RECORDED NOVEMBER 29, 2000 IN BOOK 1219 AT PAGE 640, FIFTH SUPPLEMENT RECORDED APRIL 26, 2002 IN BOOK 1350 AT PAGE 64, SIXTH SUPPLEMENT RECORDED JUNE 24, 2003 IN BOOK 1484 AT PAGE 138, SEVENTH SUPPLEMENT RECORDED OCTOBER 22, 2004 IN BOOK 1633 AT PAGE 210, EIGHTH SUPPLEMENT RECORDED JUNE 13, 2005 IN BOOK 1696 AT PAGE 460, AND NINTH SUPPLEMENT RECORDED NOVEMBER 25, 2005 IN BOOK 1750 AT PAGE 282, AND ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED MARCH 09, 2006 IN BOOK 1778 AT PAGE 709.

9. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE #2002-2 RECORDED APRIL 26, 2002 IN BOOK 1349 AT PAGE 946.

10. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 16, 2006 IN BOOK 1780 AT PAGE 501.

11. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE 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 PGE 731.

12. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 09, 2006 IN BOOK 1778 AT PAGE 689.

13. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE #2006-11 RECORDED AUGUST 08, 2006 IN BOOK 1829 AT PAGE 736.

14. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE 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 960, AND ASSIGNMENT OF DECLARANT RIGHTS RECORDED APRIL 17, 2007 IN BOOK 1915 AT PAGE 969.

15. TERMS, CONDITIONS AND PROVISIONS OF TOWN OF NEW CASTLE ORDINANCE #2007-7 RECORDED SEPTEMBER 25, 2007 AT RECEPTION NO. 733784.

16. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CASTLE VALLEY RANCH PA12, FILING NO. 9 RECORDED SEPTEMBER 25, 2007, UNDER RECEPTION NO. 733785.

17. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE CASTLE VALLEY RANCH PA12, FILING NO. 9 AMENDED TOWNHOME MAP RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO.

EXHIBIT D
TO
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
CASTLE VALLEY RANCH TOWNHOMES ASSOCIATION, INC.

(Part of Annexable Area)

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 S 29°45'20" W 2647.04 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF CASTLE VALLEY RANCH, P.U.D. AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE AS 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 00°09'26" E 150.00 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE N 00°47'28" W 548.03 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF CASTLE VALLEY RANCH, PA19A & PA19B AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE AS 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°05'00" E 983.59 FEET TO THE POINT OF BEGINNING; AND

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 LINE CASTLE VALLEY BOULEVARD, AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 574735, ALSO BEING A POINT ON THE EASTERLY BOUNDARY LINE OF CASTLE VALLEY RANCH, P.U.D. AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 344590, THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY S 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°56'25" 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 AS 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 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; AND

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 2941.40 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, 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 RECORDER'S OFFICE AS 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 S41°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. I AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 632116; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING NINE (9) COURSES:

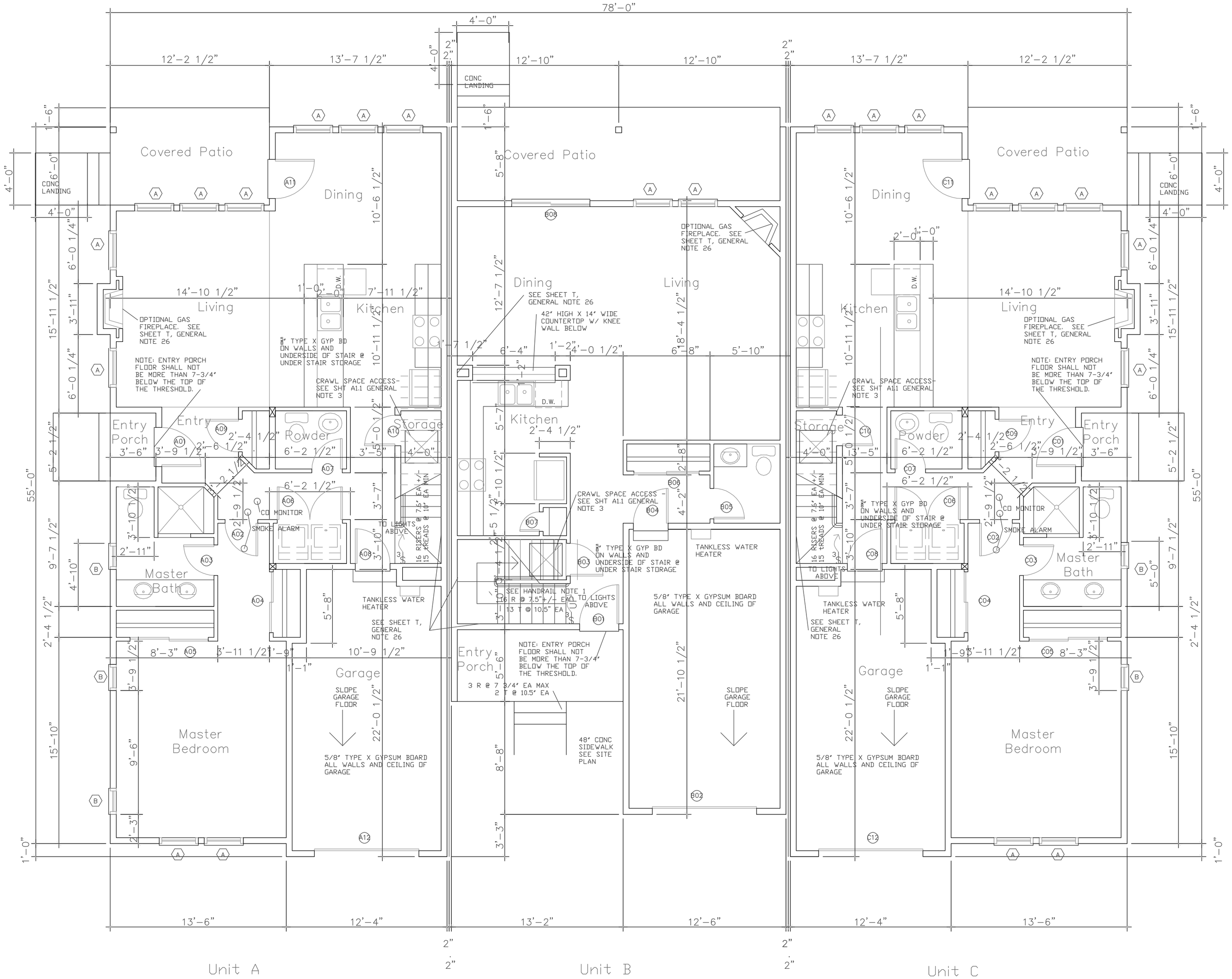
1. N 01°19'33" W 284.64 FEET;
2. N 00°50'46" W 298.08 FEET;
3. N 01°24'24" W 405.00 FEET;
4. N 01°13'24" W 135.00 FEET;
5. N 03°05'23" E 23.82 FEET;
6. N 01°46'46" W 247.13 FEET;
7. S 88°47'17" W 2.05 FEET
8. N 01°19'33" W 12.43 FEET TO THE WEST 1/16 CORNER OF SECTIONS 29 AND 32 A REBAR AND ALUMINUM CAP LS NO. 36572 IN PLACE;
9. N 00°55'44" W 17.57 FEET TO THE POINT OF BEGINNING; AND

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 S 79°12'35"E A DISTANCE OF 103.24 FEET; THENCE S67°17'36"E A DISTANCE OF 131.42 FEET; 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 HEARING 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'O5"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.




GENERAL NOTES:

1. PROVIDE 1 1/2" DIA. HARDWOOD HANDRAIL ON ONE SIDE OF EACH RUN OF TREADS. HANDRAIL TO BE 36" ABOVE THE NOSING OF EACH TREAD AND RUN CONTINUOUSLY FROM A POINT DIRECTLY ABOVE THE BOTTOM RISER AND EXTEND TO A POINT DIRECTLY ABOVE THE UPPER RISER. RETURN ENDS OF HANDRAIL TO WALL. MOUNT HANDRAIL USING STANDARD METAL HANDRAIL BRACKETS OF A PROFILE TO PROVIDE A CLEAR SPACE OF NOT LESS THAN 1 1/2" BETWEEN WALL AND EDGE OF HANDRAIL.

2. PROVIDE A 36" HIGH GUARDRAIL AT EXTERIOR PATIOS AND ENTRY PORCHES WHERE THE WALKING SURFACE IS MORE THAN 30" ABOVE THE ADJACENT FINISHED GRADE. THE GUARDRAILS SHALL BE SOLID OR HAVE RAILS SPACED SO THAT A 4" DIAMETER SPHERE CAN NOT PASS THROUGH.

3. THE FAU SHALL BE LOCATED IN THE CRAWL SPACE. THE CRAWL SPACE ACCESS SHALL BE SIZED SO THT THE LARGEST PIECE OF EQUIPMENT MAY BE REMOVED FROM THE CRAWL SPACE. PROVIDE A SWITCHED LIGHT IN THE CRAWL SPACE NEAR THE FAU.

## FIRST FLOOR PLAN

1/4" = 1'-0"

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# CASTLE VALLEY RANCH TOWNHOUSES
181, 185, 189 Redstone Drive
NEW CASTLE, COLORADO

REVISIONS
08-02-18

JOB NUMBER
1809
DATE
11-07-18
DRAWN BY
CHECKED BY

SHEET NUMBER
A1.1

## DOOR SCHEDULE

U-FACTOR FOR ALL EXTERIOR DOORS = .35

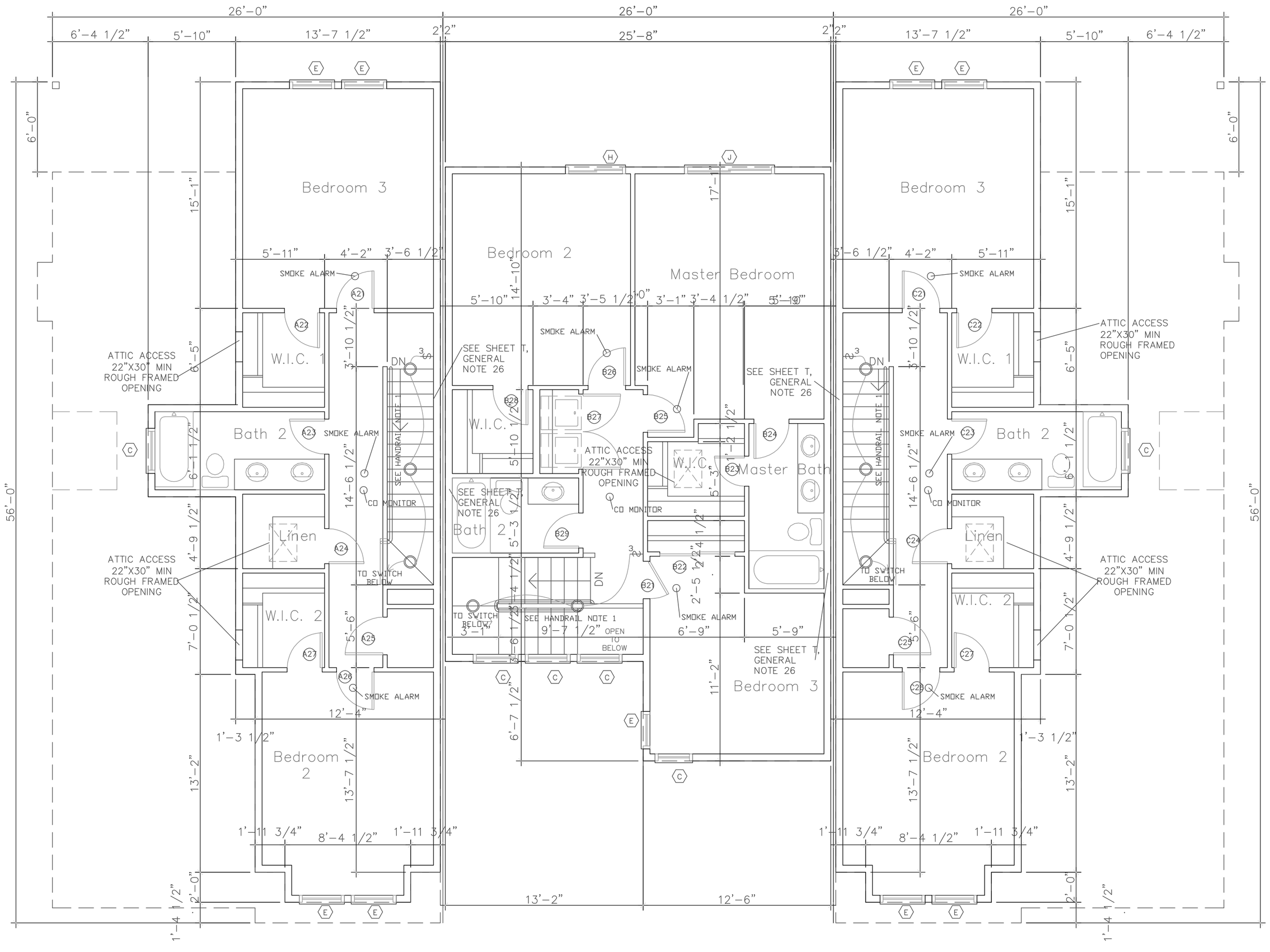
| MARK | OPER. | WIDTH | HEIGHT | | REMARKS |
|---|---|---|---|---|---|
| UNIT A | | | | | |
| A01 | HINGE | 3'-0" | 8'-0" | | SOLID CORE, AIR INFILTRATION=.5CFM/SF |
| A02 | HINGE | 2'-6" | 8'-0" | | |
| A03 | HINGE | 2'-4" | 8'-0" | | |
| A04 | BIPASS | 4'-8" | 8'-0" | | (2) 2'-4" WIDE PANELS |
| A05 | BIPASS | 6'-0" | 8'-0" | | (2) 3'-0" WIDE PANELS |
| A06 | HINGE | 5'-0" | 8'-0" | | (2) 2'-6" WIDE PANELS |
| A07 | HINGE | 2'-4" | 8'-0" | | |
| A08 | HINGE | 2'-8" | 8'-0" | | 1-3/8" THICK S.C. W/ CLOSER, AIR INFILTRATION=.5CFM |
| A09 | HINGE | 2'-6" | 8'-0" | | |
| A10 | HINGE | 2'-4" | 8'-0" | | |
| A11 | HINGE | 3'-0" | 8'-0" | | 1-3/8" THICK S. C, FULL LITE, AIR INFILTRATION=.5CFM |
| A12 | OHD | 8'-0" | 8'-0" | | SECTIONAL OHD - SEE ELEVATIONS |
| | | | | | |
| A21 | HINGE | 2'-6" | 6'-8" | | |
| A22 | HINGE | 2'-4" | 6'-8" | | |
| A23 | HINGE | 2'-4" | 6'-8" | | |
| A24 | HINGE | 2'-4" | 6'-8" | | |
| A25 | HINGE | 2'-6" | 6'-8" | | |
| A26 | HINGE | 2'-6" | 6'-8" | | |
| A27 | HINGE | 2'-4" | 6'-8" | | |
| | | | | | |
| | | | | | |
| UNIT B | | | | | |
| B01 | HINGE | 3'-0" | 8'--0" | | SOLID CORE, AIR INFILTRATION=.5CFM |
| B02 | OHD | 8'-0" | 8'-0" | | SECTIONAL OHD - SEE ELEVATIONS |
| B03 | HINGE | 2'-4" | 8'-0" | | |
| B04 | HINGE | 2'-8" | 8'--0" | | 1-3/8" THICK S.C. W/CLOSER, AIR INFILTRATION=.5CFM |
| B05 | HINGE | 2'-4" | 8'-0" | | |
| B06 | BIPASS | 5'-0" | 8'-0" | | (2) 2'-6" WIDE PANELS |
| B07 | HINGE | 1'-6" | 8'-0" | | |
| B08 | SGD | 6'-0" | 8'--0" | | AIR INFILTRATION=.3CFM |
| | | | | | |
| B21 | HINGE | 2'-6" | 6'-8" | | |
| B22 | BIPASS | 5'-0" | 6'-8" | | (2) 2'-6" WIDE PANELS |
| B23 | HINGE | 2'-0" | 6'-8" | | |
| B24 | HINGE | 2'-4" | 6'-8" | | |
| B25 | HINGE | 2'-6" | 6'-8" | | |
| B26 | HINGE | 2'-6" | 6'-8" | | |
| B27 | BIPASS | 5'-0" | 6'-8" | | (2) 2'-6" WIDE PANELS |
| B28 | HINGE | 2'-4" | 6'-8" | | |
| B29 | HINGE | 2'-4" | 6'-8" | | |
| | | | | | |
| | | | | | |
| UNIT C | | | | | |
| C01 | HINGE | 3'-0" | 8'-0" | | SOLID CORE, AIR INFILTRATION=.5CFM/SF |
| C02 | HINGE | 2'-6" | 8'-0" | | |
| C03 | HINGE | 2'-4" | 8'-0" | | |
| C04 | BIPASS | 4'-8" | 8'-0" | | (2) 2'-4" WIDE PANELS |
| C05 | BIPASS | 6'-0" | 8'-0" | | (2) 3'-0" WIDE PANELS |
| C06 | HINGE | 5'-0" | 8'-0" | | (2) 2'-6" WIDE PANELS |
| C07 | HINGE | 2'-4" | 8'-0" | | |
| C08 | HINGE | 2'-8" | 8'-0" | | 1-3/8" THICK S.C. W/CLOSER, AIR INFILTRATION=.5CFM |
| C09 | HINGE | 2'-6" | 8'-0" | | |
| C10 | HINGE | 2'-4" | 8'-0" | | |
| C11 | HINGE | 3'-0" | 8'-0" | | 1-3/8" THICK S. C, FULL LITE, AIR INFILTRATION=.5CFM |
| C12 | OHD | 8'-0" | 8'-0" | | SECTIONAL OHD - SEE ELEVATIONS |
| | | | | | |
| C21 | HINGE | 2'-6" | 6'-8" | | |
| C22 | HINGE | 2'-4" | 6'-8" | | |
| C23 | HINGE | 2'-4" | 6'-8" | | |
| C24 | HINGE | 2'-4" | 6'-8" | | |
| C25 | HINGE | 2'-6" | 6'-8" | | |
| C26 | HINGE | 2'-6" | 6'-8" | | |
| C27 | HINGE | 2'-4" | 6'-8" | | |

## WINDOW SCHEDULE (SEE ELEVATIONS FOR LOCATIONS OF TEMPERED GLASS)

U-FACTOR FOR ALL WINDOWS = .35
AIR INFILTRATION FOR ALL WINDOWS = .3 CFM/SF

| MARK | OPER. | NOMINAL WIDTH | HEIGHT | REMARKS |
|---|---|---|---|---|
| A | SINGLE HUNG | 3'-0" | 6'-0" | SEE NOTE 1 |
| B | SINGLE HUNG | 2'-0" | 5'-0" | |
| C | FIXED | 3'-0" | 3'-0" | |
| D | NOT USED | | | |
| E | SINGLE HUNG | 3'-0" | 5'-0" | SEE NOTE 1 |
| F | NOT USED | | | |
| G | NOT USED | | | |
| H | HORIZ SLIDER | 4'-0" | 4'-0" | SEE NOTE 1 |
| J | HORIZ SLIDER | 4'-0" | 6'-0" | SEE NOTE 1 |
| | | | | |
| | | | | |

NOTES:
1. EMERGENCY ESCAPE AND RESCUE OPENING MEETING THE REQUIREMENTS OF IRC SECTION R310:
CREAR AREA OF 5.7 SF MIN
CLEAR WIDTH OF 20" MIN
CLEAR HEIGHT 24" MIN
SILL NOT MORE THAN 44" ABOVE FLOOR




HANDRAIL NOTE:
1. PROVIDE 1 1/2" DIA. HARDWOOD HANDRAIL ON ONE SIDE OF EACH RUN OF TREADS. HANDRAIL TO BE 36" ABOVE THE NOSING OF EACH TREAD AND RUN CONTINUOUSLY FROM A POINT DIRECTLY ABOVE THE BOTTOM RISER AND EXTEND TO A POINT DIRECTLY ABOVE THE UPPER RISER. RETURN ENDS OF HANDRAIL TO WALL. MOUNT HANDRAIL USING STANDARD METAL HANDRAIL BRACKETS OF A PROFILE TO PROVIDE A CLEAR SPACE OF NOT LESS THAN 1 1/2" BETWEEN WALL AND EDGE OF HANDRAIL.

## SECOND FLOOR PLAN

1/4" = 1'-0"

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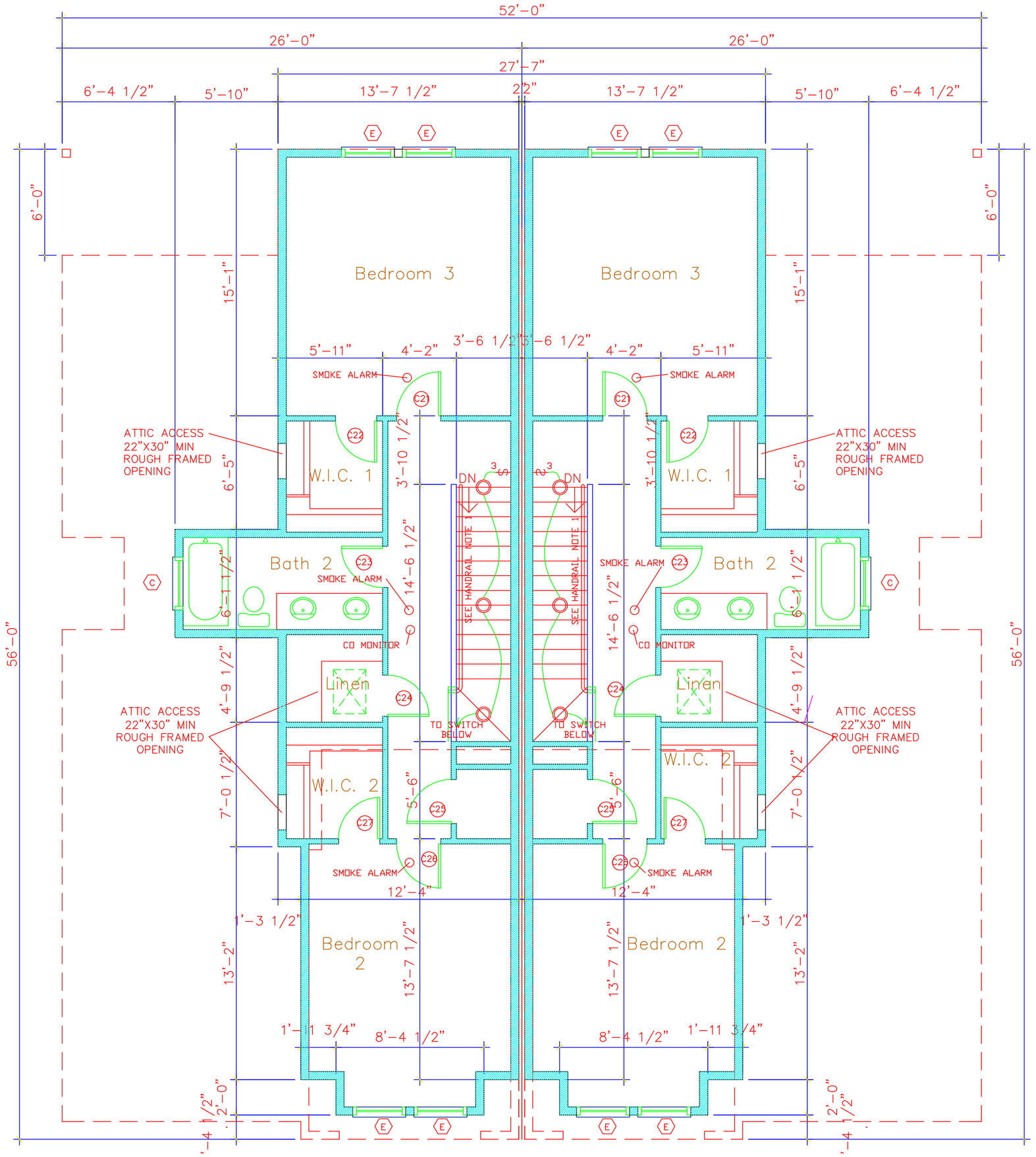
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CASTLE VALLEY RANCH TOWNHOUSES
181, 185, 189 Redstone Drive
NEW CASTLE, COLORADO

REVISIONS
08-02-18

JOB NUMBER
1809
DATE
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Unit A

Unit B

SECOND FLOOR PLAN

1/4" = 1'-0"

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DUPLEX TOWNHOUSES
CASTLE VALLEY RANCH
PLANNING AREA 11
NEW CASTLE, COLORADO

REVISIONS
08-02-18

JOB NUMBER
2012
DATE
10-06-2020
DRAWN BY

CHECKED BY

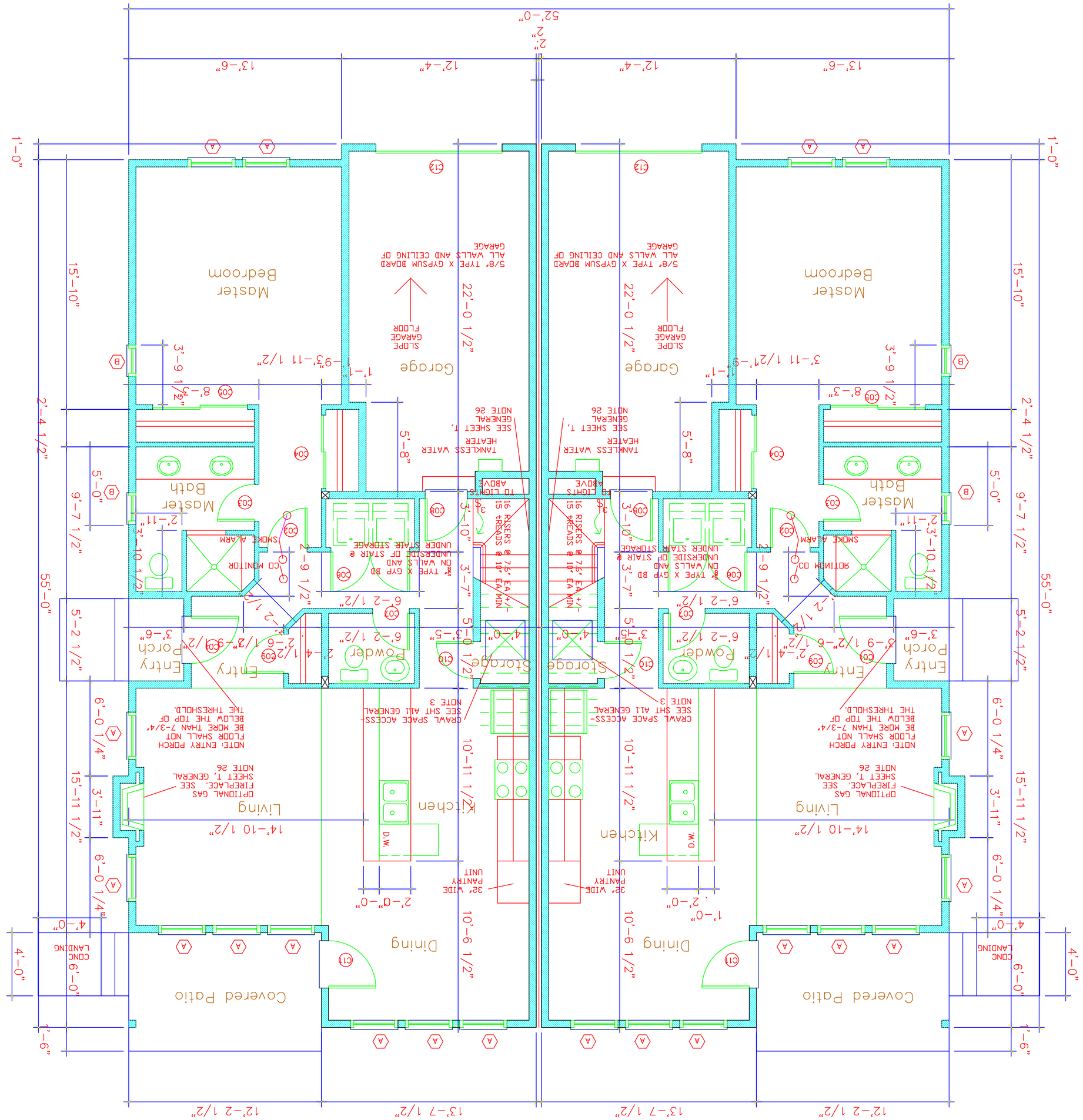
SHEET NUMBER

A1.2

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# FIRST FLOOR PLAN

1/4" = 1'-0"




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DUPLEX TOWNHOUSES
CASTLE VALLEY RANCH
PLANNING AREA 11
NEW CASTLE, COLORADO

REVISIONS

JOB NUMBER
2012
DATE
10-06-2020
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CHECKED BY

SHEET NUMBER
A1.1



Front



Front Patio
Middle Unit


Ray Trace Back


Ray Trace HD3



LEGEND:

ZONED R – RESIDENTIAL HOMES (5.100 ACRES)

ZONED M/U2 – MIXED USE 2 (8.823 ACRES)

S. WILDHORSE DR.

MOUNT YALE

MOUNT HARVARD

PA 19

PHASE 1

OPEN SPACE

OPEN SPACE A

OPEN SPACE B

OPEN SPACE C

OPEN SPACE D

CASTLE VALLEY BLVD.

EAGLE RIDGE DR.

FALCON RIDGE DRIVE

BEAR CANYON DR.

MULTI FAMILY LOTS

Graphic Scale

0 25 50 100

In Feet: 1" = 50'

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com

# Castle Valley Ranch
New Castle, CO

| # | Revision | Date | By: |
|---|---|---|---|
| 1 | | | |

Project Milestone: Preliminary Not For Construction

| | |
|---|---|
| Job No. | 2000-109.029 |
| Drawn by: | JJM |
| Date: | 7.30.19 |
| QC: | RM \| PE: DJC |
| File: | CVR-SketchPlan |

Title:

PA17 Sketch Plan (4)

Dwg No.

4

Of: 4

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# Castle Valley Ranch

## Preliminary/Final Plat and Development Plan Set PA 17




Vicinity Map

| Land Use Chart | |
|---|---|
| PROPOSED LAND USE | MF-1 |
| TYPE OF DWELLING UNITS | MULTI-PLEX TOWNHOMES |
| MF-1 ACREAGE | 7.848 ACRES |
| OPEN SPACE ACREAGE | 2.966 ACRES |
| RIGHT OF WAY ACREAGE | 3.474 ACRES |

| Density Calculation Table | ACRES | NUMBER OF DWELLING UNITS | D.U. / ACRE |
|---|---|---|---|
| GROSS DENSITY | 14.288 ACRES | 85 DWELLING UNITS | 5.95 D.U. / ACRE |
| NET DENSITY (MINUS R.O.W.) | 10.814 ACRES | 85 DWELLING UNITS | 7.86 D.U. / ACRE |
| NET DENSITY (MINUS R.O.W. & OPEN SPACE) | 7.848 ACRES | 85 DWELLING UNITS | 10.83 D.U. / ACRE |

811 Know what's below. Call before you dig.

UNCC 1-800-922-1987

*Notice: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown*


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Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com


Project Engineer

*Daniel J. Cokley, P.E. 29799*

Owner / Applicant

*CVR Investors Inc.*
1038 Country Club Estates Dr.
Castle Rock, Co., 80108
303.549.1916
Attn: Aaron Atkinson

Town of New Castle

| | |
|---|---|
| Mayor | - *Art Riddile* |
| Mayor Pro Tem | - *Grady Hazelton* |
| Council Members | - *Brandy Copeland* |
| | - *Bruce Leland* |
| | - *Crystal Mariscal* |
| | - *Graham Riddile* |
| | - *Scott Owens* |

Preliminary/Final Plat and Development Plan Set
February 2022

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| 7 | Phasing and Snow Storage Plan |
| 8 | Overall Grading and Drainage Plan |
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| 46 | Roadway Striping Plan |
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There are no Identified Hazardous areas for this development


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Castle Valley Ranch
Preliminary/Final Plat and
Development Plan Set PA 17

| # | Revision | Date | By: |
|---|---|---|---|

Project Milestone: Preliminary Not For Construction

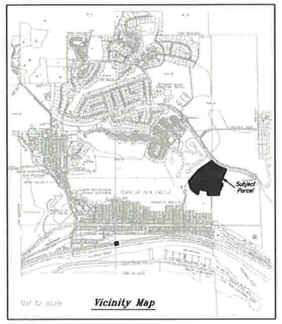
| | |
|---|---|
| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.22 |
| QC: | PE: DJC |
| File: | CVR17-Cover |

Title: Cover Sheet

Dwg No. 1

Of: 47


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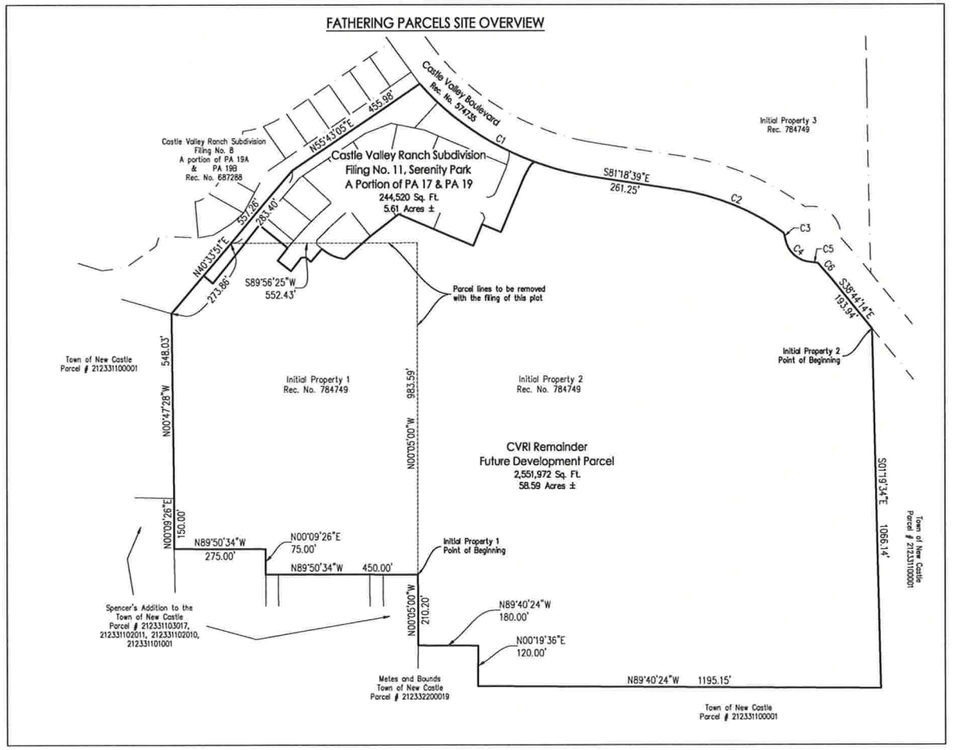

# Final Plat
## Castle Valley Ranch Subdivision, Filing No. 11, Serenity Park
## a Portion of Initial Property 1 and Initial Property 2,
## W 1/2, NW 1/4 Section 32 and E 1/2, NE 1/4 Section 31
## in Township 5 South, Range 90 West of the 6th Principal Meridian,
Town of New Castle, Garfield County, Colorado

PLAT NOTES:

1. The purpose of this plat is to subdivide the parcels as shown.
2. Basis of Bearings: TBD
3. Field Survey Date: TBD
4. Private open space areas may contain project identification monument signs, landscape areas, trails, and other recreational activities listed in the Approved Development Plans.
5. Open Space Tract A is hereby dedicated to the Town of New Castle, which is to include the use of areas as reasonably necessary for the installation, maintenance, repair and replacement of utilities, including water, sewer, irrigation, electrical, telephone, gas, cablevision, pedestrian trail, facilities and installations for water drainage and the control of water flow, as well as for any reasonable necessary cut/fill slopes and related facilities.
6. Open Space Tracts B & C are hereby conveyed to the Serenity Park Homeowner's Association by separate deed after the completion of the issuance of the last Certificate of Occupancy for Filing #11, Phase 1. The open space tracts may contain project identification monument signs, landscape areas, and trails. Open Space Tracts B & C are reserved for construction and dedication of a neighborhood park to serve the residents of Serenity Park. Open Space Tracts B & C shall be maintained by the Serenity Park Homeowner's Association.
7. Filing 11 is located within FEMA Zone C according to FIRM Panel 08045C111E, 1109E, 1108E – Areas of minimal flooding and is not subject to 100 year floodplain of any drainage with tributary areas in excess of 40 acre sites.
8. All disturbed areas in the project shall be re-vegetated and maintained in a predominately weed free condition in conformance with the Town of New Castle Noxious Weed Management Plan.
9. The applicant shall comply with the recommendations of the geotechnical engineers contained in the reports dated June 12, 2006 and September 27, 2006 completed by A.G. Wassenaar Geotechnical and Environmental Consultants.
10. Individual townhome units within Blocks 1 through 12 shall not be separately conveyed until an amended plat showing the boundaries of such units is approved by New Castle Town Staff and recorded in the real estate records of Garfield County.
11. Multi Family Blocks 1 through 12:
    A. There is hereby dedicated a public utility and drainage easement over and across all areas not within building footprints. "Utility easement" includes without limitation water, sewer, electric, gas, telephone, and cable tv.
    B. HOA maintained areas shall be all areas within a lot not covered by a townhome structure, concrete flatwork, patios, and/or decks. Within the HOA maintained areas the HOA shall maintain all landscaping, irrigation systems and fencing.

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
| C1 | 591.52' | 862.01' | 39°19'00" | S61°39'09"E | 579.98' |
| C2 | 342.58' | 719.98' | 27°15'45" | S67°40'47"E | 339.36' |
| C3 | 19.02' | 115.42' | 9°26'33" | S14°30'47"E | 19.00' |
| C4 | 110.68' | 82.00' | 77°20'15" | S48°27'33"E | 102.47' |
| C5 | 20.06' | 115.42' | 9°57'20" | S82°08'49"E | 20.03' |
| C6 | 57.31' | 719.98' | 4°33'37" | S41°01'02"E | 57.29' |

FATHERING PARCELS SITE OVERVIEW




CERTIFICATE OF DEDICATION AND OWNERSHIP:

Know all men by these presents that, CVR Investors, Inc., a Colorado Corporation, being sole owner in fee simple of all that real property, described as follows:

INITIAL PROPERTY 1 as described at Reception No. 784749:
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 in place; thence S 29°45'20" W 2647.04 feet to a point on the southerly boundary line of Castle Valley Ranch, P.U.D. 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 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 00°09'26" E 150.00 feet;

thence departing said southerly boundary line N 00°47'28" W 548.03 feet to a point on the southerly boundary line of Castle Valley Ranch, PA19A & PA19B as filed 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°05'00" E 983.59 feet to the Point of Beginning. County of Garfield, State of Colorado.

INITIAL PROPERTY 2 as Described at Reception No. 784749:
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 P.U.D. 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 said right of way S 01°19'34" E and along said easterly boundary line 1066.14 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°56'25" 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 N55°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 862.01 feet; an arc length of 591.52 feet (chord bears S 61° 39' 09" E 579.97 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 57.31 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.

Said Parcels containing 2,796,492 square feet, 64.20 acres more or less. Have by these presents laid out, platted and subdivided the same into lots and blocks as shown hereon and designate the same as CASTLE VALLEY RANCH FILING 11, PHASE 1 in the Town of New Castle, County of Garfield, State of Colorado; and do hereby grant to the Town of New Castle, County of Garfield, Colorado, for public use the streets shown hereon, including avenues, drives, courts, places and alleys, the public lands shown hereon for their indicated public use and the utility and drainage easements shown hereon for utility and drainage purposes only; and so further state that this subdivision shall be subject to the protective covenants filed and recorded for this subdivision in the office of the Clerk and Recorder of Garfield County, Colorado as Document No._____.

EXECUTED this _____ day of _____, A.D. 2022.

Owner CVR Investors, Inc., a Colorado Corporation

STATE OF COLORADO )
COUNTY OF GARFIELD ) ss.
TOWN OF NEW CASTLE)

The foregoing dedication was acknowledged before me this ____day of _____, A.D. 2022,

by _____.

My commission expires _____.

WITNESS MY HAND AND SEAL,

_____
Notary Public

TITLE CERTIFICATE:

CVR Investors, Inc. does hereby certify that _____ has examined the title to all lands dedicated and shown upon this plat, and title to such lands is in the dedicator free and clear of all liens, taxes, and encumbrances except as follows: _____

This survey does not represent a title search by this surveyor to determine ownership or to discover easements or other encumbrances of record. All information pertaining to ownership, easements or other encumbrances of record has been taken from a title insurance commitment issued by Land Title Guarantee Company dated January 10, 2020 as Order No. ABS63014515.

Every attempt has been made to show all easements, rights-of-way, etc. referred to in the Schedule B2 Exceptions recited in said title insurance policy. Some such items may not be shown (i.e. items 1 thru 8) if they are standard title commitment exceptions, or if not sufficiently described in recorded documents (items 9, 10, 14–18, 20, 21, 23, 25, 27–30, 35–37, 41, 42, 46–49, 51–52 ) to be shown graphically, or if they are situated on adjacent properties, or if they affect the property in general, etc. In regards to other such items:

Pertaining to schedule B–2 of said Order No. ABS63014515:
- Item 11: A 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. 21051. Does not affect describes a right of way in Section 29.
- Item 12: A right of way for road purposes as conveyed to the Town of New Castle recorded June 24, 1898 under Reception No. 21072. Does not affect situated northerly of subject parcels.
- Item 13: A map and statement of the Red Rock Ditch recorded October 19, 1901 under Reception No. 24337. Does not affect the subject parcel describes ditch situated in Section 24.
- Item 19: The terms, conditions and provisions of agreement recorded January 07, 1982 in Book 590 at Page 65. Does not affect situated northwesterly of subject parcels.
- Item 22: The terms, conditions and provisions of Subdivision Improvements Agreement recorded August 15, 1983 in Book 632 at Page 851, and Amendment recorded May 30, 1989 in Book 755 at Page 62. Does not affect the subject parcels
- Item 24: The terms, conditions and provisions of subdivision improvements agreement recorded August 03, 1984 in Book 654 at Page 55. Does not affect the subject parcel.
- Item 26: The terms, conditions and provisions of deed of easement recorded December 21, 1999 in Book 1165 at Page 966. Does not affect the subject parcel.
- Item 31: The restrictive covenants, which do not contain a forfeiture 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 731. Affects on the subject parcels cannot be graphically depicted. Assignment regarding development agreement recorded April 17, 2008 under Reception No. 746712. Does not affect the subject parcels
- Item 32: The terms, conditions and provisions of agreement recorded March 16, 2006 in Book 1780 at page 501. Affects on the subject parcels cannot be graphically depicted. Agreement regarding town agreements recorded April 17, 2008 under Reception No. 746713. Does not affect the subject parcels.
- Item 33: The terms, conditions and provisions of Ordinance #2006–11 recorded August 08, 2006 in Book 1829 at Page 736. Does not affect the subject parcels.
- Item 34: The terms, conditions, provisions, burdens, obligations and easements as set forth and granted in deed of easement recorded March 15, 2007 under Reception No. 719068. Does not affect the subject parcels.
- Item 38: The terms, conditions and provisions of agreement regarding grant of easement recorded April 17, 2007 in Book 1915 at Page 975. Does not affect the subject parcels.
- Item 39: The terms, conditions and provisions of agreement regarding Silverado Trail recorded April 17, 2007 in Book 1915 at Page 987. Does not affect the subject parcels.
- Item 40: The terms, conditions and provisions of easement agreement recorded April 17, 2007 in Book 1915 at Page 997. Does not affect the subject parcels.
- Item 43: The terms, conditions, provisions, burdens and obligations as set forth in declaration and assignment of restrictive covenants recorded April 17, 2008 under Reception No. 746714. Does not affect the subject parcels.
- Item 44: The terms, conditions, provisions, burdens and obligations as set forth in assignment of declarant rights under second amendment to the declarant rights under second amendment to the declaration of covenants, conditions and restrictions for Castle Valley Ranch, planned unit development, as amended and supplemented recorded April 17, 2008 under Reception No. 746715. Does not affect the subject parcel.
- Item 45: The terms, conditions, provisions, burdens and obligations as set forth in easement agreement recorded April 17, 2008 under Reception No. 746716. Does not affect the subject parcels.
- Item 50: The terms, conditions, provisions, burdens and obligations as set forth in resolutions recorded July 28, 2011 under Reception No. 805834 affects on the subject parcel cannot be graphically depicted, 805836 does not affect subject parcels and 805837 does not affect subject parcels.

SURVEYOR'S CERTIFICATE:

I, Scott A. Hemmen, do hereby certify that I am a registered land surveyor licensed under the laws of the State of Colorado, that this Plat is a true, correct and complete plat the of Castle Valley Subdivision Filing 11, Phase 1 as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me, or under my supervision, and correctly shows the location and dimensions of the lots, easements and streets of said subdivision as the same are staked upon the ground in compliance with _____ regulations governing the subdivision of land.

In witness whereof, I have set my hand and seal this ____ day of , A.D. 2022.

_____
Registered Land Surveyor
Scott A. Hemmen
Colorado PLS # 38182
For and on Behalf of SGM

PRELIMINARY - FOR REVIEW ONLY

TOWN COUNCIL CERTIFICATE:

This plat approved by the Town Council of the Town of New Castle, Garfield County, Colorado, this ___ day of _____, A.D. 2022, for filing with the Clerk and Recorder of Garfield County and for conveyance to the Town of the public dedications shown hereon, subject to the provision that approval in no way obligates the Town of New Castle for financing or constructing of improvements on land, streets or easements dedicated to the public except as specifically agreed to by the Town Council.

_____
Mayor
Witness my hand and the seal of the Town of New Castle.

Attest:

_____
Town Clerk

CLERK AND RECORDER'S CERTIFICATE:

This plat was filed for record in the Office of the Clerk and Recorder at ___ o'clock ___M., _____, 2022, and is duly recorded in Book ___, Page No.___.

_____
Clerk and Recorder

By _____
Deputy

Graphic Scale
0 100 200 400
In U.S. Feet : 1" = 200'

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com

Castle Valley Ranch Subdivision
Filing 11, Serenity Park

| # | Revision | Date | By: |
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Notice: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

| | |
|---|---|
| Job No. | 2000-109.029 |
| Drawn by: | MW |
| Date: | 2/07/2022 |
| Approved: | – PLS: SAH |
| File: | CVR17-Subdivision_PH1 |

Title: Final Plat

Sheet No. 2

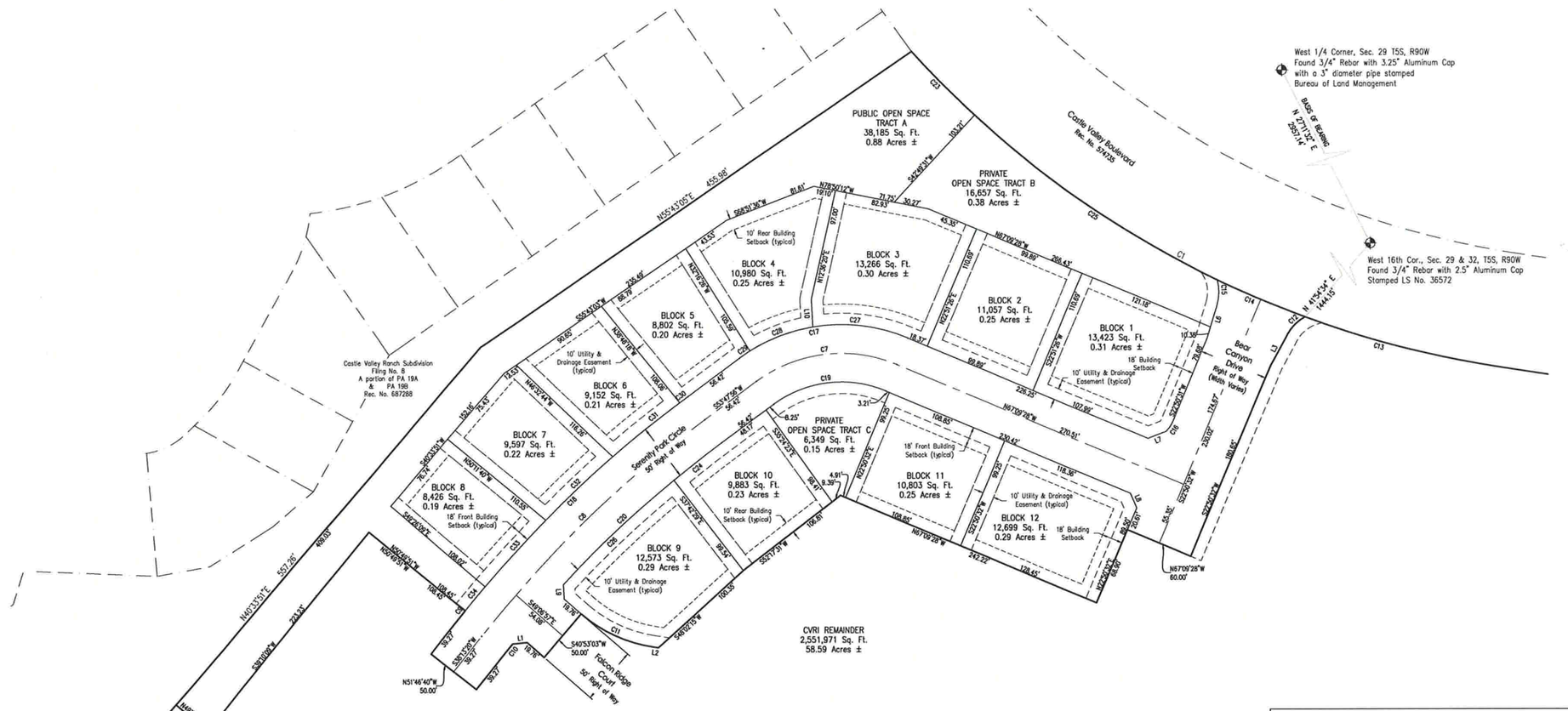
Of: 2

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Final Plat

# Castle Valley Ranch Subdivision, Filing No. 11, Serenity Park
## a Portion of Initial Property 1 and Initial Property 2,
## W 1/2, NW 1/4 Section 32 and E 1/2, NE 1/4 Section 31
## in Township 5 South, Range 90 West of the 6th Principal Meridian,

Town of New Castle, Garfield County, Colorado




| Land Use Table | | | | |
|---|---|---|---|---|
| | | Square Feet | Acres +/- | % of Site (Phase 1) |
| Multi-Family Blocks | Block 1 | 13,423 | 0.31 | |
| | Block 2 | 11,057 | 0.25 | |
| | Block 3 | 13,266 | 0.30 | |
| | Block 4 | 10,980 | 0.25 | |
| | Block 5 | 8,802 | 0.20 | |
| | Block 6 | 9,152 | 0.21 | |
| | Block 7 | 9,597 | 0.22 | |
| | Block 8 | 8,426 | 0.19 | |
| | Block 9 | 12,573 | 0.29 | |
| | Block 10 | 9,883 | 0.23 | |
| | Block 11 | 10,803 | 0.25 | |
| | Block 12 | 12,699 | 0.29 | |
| | Total | 130,661 | 2.99 | 53.31% |
| Roads | Serenity Park Road | 36,995 | 0.85 | |
| | Falcon Ridge Court | 1,531 | 0.04 | |
| | Bear Canyon Drive | 14,142 | 0.32 | |
| | Total | 52,668 | 1.21 | 21.56% |
| Open Space Tracts | Open Space A | 38,185 | 0.88 | |
| | Open Space B | 16,657 | 0.38 | |
| | Open Space C | 6,349 | 0.15 | |
| | Total | 61,191 | 1.41 | 25.14% |
| Phase 1 Total | | 244,520 | 5.61 | 100.00% |
| CVRI Remainder | | 2,551,972 | 58.59 | |
| Parcel Total | | 2,796,492 | 64.20 | |

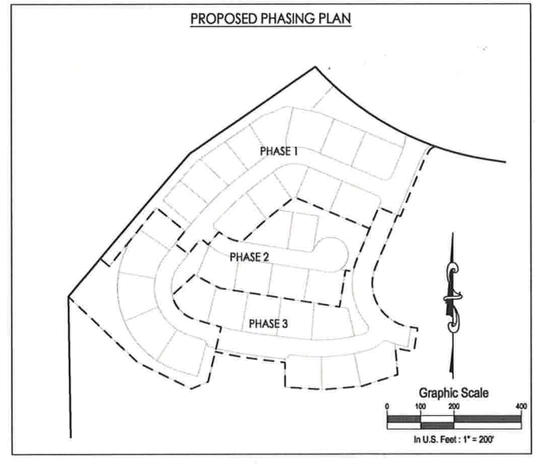
| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
| C1 | 591.52' | 862.01' | 39°19'00" | S61°39'09"E | 579.98' |
| C2 | 342.58' | 719.98' | 27°15'45" | S87°40'47"E | 339.36' |
| C3 | 19.02' | 115.42' | 9°26'33" | S14°30'47"E | 19.00' |
| C4 | 110.68' | 82.00' | 77°20'15" | S48°27'33"E | 102.47' |
| C5 | 20.06' | 115.42' | 9°57'20" | S82°06'49"E | 20.03' |
| C6 | 57.31' | 719.98' | 4°33'37" | S41°01'02"E | 57.29' |
| C7 | 128.81' | 125.00' | 59°02'36" | S83°19'14"W | 123.19' |
| C8 | 271.87' | 1000.00' | 15°34'36" | S46°00'38"W | 271.03' |
| C9 | 8.77' | 1025.00' | 0°29'24" | N38°28'02"E | 8.77' |
| C10 | 11.15' | 975.00' | 0°39'20" | S38°32'59"W | 11.15' |
| C11 | 70.12' | 125.00' | 32°08'30" | N65°11'12"W | 69.21' |
| C12 | 22.53' | 39.58' | 32°36'42" | N44°53'01"E | 22.23' |
| C13 | 174.35' | 862.01' | 11°35'19" | N75°31'00"W | 174.05' |
| C14 | 82.55' | 862.01' | 5°29'13" | N66°58'43"W | 82.52' |
| C15 | 22.28' | 39.58' | 32°13'41" | S00°59'15"W | 21.97' |
| C16 | 9.12' | 19.58' | 26°41'28" | S35°22'59"W | 9.04' |
| C17 | 154.58' | 150.00' | 59°02'36" | S83°19'14"W | 147.83' |
| C18 | 278.66' | 1025.00' | 15°34'36" | S46°00'38"W | 277.80' |
| C19 | 103.05' | 100.00' | 59°02'36" | N83°19'14"E | 98.55' |
| C20 | 185.67' | 975.00' | 10°54'37" | N48°20'37"E | 185.39' |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
| C21 | 225.40' | 1000.00' | 12°54'53" | S47°20'29"W | 224.93' |
| C22 | 46.46' | 1000.00' | 2°39'43" | S39°33'11"W | 46.46' |
| C23 | 77.94' | 862.01' | 5°10'49" | S44°35'03"E | 77.91' |
| C24 | 53.23' | 975.05' | 3°07'39" | N52°14'06"E | 53.22' |
| C25 | 256.68' | 862.01' | 17°03'39" | S55°42'17"E | 255.73' |
| C26 | 132.45' | 975.05' | 7°46'58" | N46°46'47"E | 132.34' |
| C27 | 84.85' | 150.00' | 32°24'32" | N83°21'44"W | 83.72' |
| C28 | 58.67' | 150.00' | 22°24'43" | S69°13'39"W | 58.30' |
| C29 | 11.05' | 150.00' | 4°13'22" | S55°54'37"W | 11.05' |
| C30 | 9.13' | 1025.00' | 0°30'37" | S53°32'37"W | 9.13' |
| C31 | 74.73' | 1025.00' | 4°10'38" | S51°11'59"W | 74.71' |
| C32 | 80.70' | 1025.00' | 4°30'39" | S46°31'21"W | 80.68' |
| C33 | 78.26' | 1025.00' | 4°22'29" | S42°24'47"W | 78.24' |
| C34 | 27.08' | 1025.00' | 1°30'49" | S39°28'08"W | 27.08' |

| Line Table | | |
|---|---|---|
| Line # | Direction | Length |
| L1 | S84°33'11"W | 12.63' |
| L2 | N81°15'27"W | 4.35' |
| L3 | S28°34'39"W | 29.77' |
| L5 | S17°06'05"W | 30.18' |
| L7 | S68°52'15"W | 17.09' |
| L8 | S23°11'10"E | 14.03' |
| L9 | N02°56'27"W | 12.60' |
| L10 | N02°55'47"W | 24.22' |

- PRELIMINARY - FOR REVIEW ONLY

PROPOSED PHASING PLAN




Graphic Scale
0 25 50 100
In U.S. Feet : 1" = 50'

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com

Castle Valley Ranch Subdivision
Filing 11, Filing 11, Serenity Park

| # | Revision | Date | By: |
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Job No. 2000-109.029
Drawn by: MW
Date: 2/07/2022
Approved: – PLS: SAH
File: CVR11-Subdivision_PH1

Title: Final Plat

Sheet No. 3
Of: 2

I:\2000\2000-109\029\11-Docs\VI-Dwgs\Surv\Dwgs\Base\Maps\CVR11-Subdivision_PH1.dwg Plotted: 2/10/2022 8:40 AM By: Scott Hemmen

# Legend

## Linetypes

| EXISTING | PROPOSED | DESCRIPTION |
|---|---|---|
| T OH | T OH | OVERHEAD TELEPHONE LINE |
| T T | T T | UNDERGROUND TELEPHONE LINE |
| G G | G G | LOW PRESSURE GAS LINE |
| G HP G | G HP | HIGH PRESSURE GAS LINE |
| TV TV | TV TV | UNDERGROUND CABLE TELEVISION LINE |
| TV OH TV | TV OH | OVERHEAD CABLE TELEVISION LINE |
| E E | E E | UNDERGROUND ELECTRICAL LINE |
| E OH E | E OH | OVERHEAD ELECTRICAL LINE |
| 12"DR | | STORM DRAIN LINE & SIZE |
| 8"W 8"W | 8"W | WATER LINE & SIZE |
| WS WS | WS | WATER SERVICE LINE |
| 8"S 8"S | 8"S | SANITARY SEWER LINE & SIZE |
| SS SS | SS | SANITARY SEWER SERVICE LINE |
| FO FO | F.O. | FIBER OPTIC LINE |
| IRR IRR | IRR | IRRIGATION LINE |
| | | DRAINAGE SWALE FLOWLINE |
| x x x x x | x x x x x | BARBED-WIRE FENCE LINE |
| // // // // | // // // // | COMBINATION FENCE |
| o o o o o | o o o o o | CHAIN LINK FENCE |
| | PF PF | PLASTIC FENCE |
| | SF SF | SILT FENCE |
| 18" CMP | 24" CMP | CULVERT, SIZE & FES |
| | | EDGE OF PAVEMENT |
| | | EDGE OF WATER |
| | | CENTERLINE |
| | | GUARDRAIL |
| | | ROCK WALL |
| | | CONTOURS |
| | | RIGHT-OF-WAY |
| | | VEGETATION |
| LDA LDA LDA | | LIMITS OF DISTURBED AREA |
| | | RAILROAD TRACKS |
| | | TOP OF CUT |
| | | TOP OF FILL |
| | | EASEMENT |
| | | BUILDING ENVELOPE |

## Symbols

| EXISTING | PROPOSED | DESCRIPTION |
|---|---|---|
| | | DECIDUOUS TREE |
| | | CONIFEROUS TREE |
| | | MONUMENT MARKER |
| | | CONTROL POINT |
| T | T | TELEPHONE PEDESTAL |
| C | C | CABLE PEDESTAL |
| T | T | ELECTRIC TRANSFORMER |
| P | P | ELECTRIC PEDESTAL |
| V | V | ELECTRIC VAULT |
| | | ELECTRIC SERVICE T-POST |
| EM | EM | ELECTRIC METER |
| H | H | HEATING/AIR CONDITIONING UNIT |
| G | G | GAS MARKER |
| GM | GM | GAS METER |
| GV | GV | GAS VALVE |
| G | G | GAS WELL |
| TSSWC | | MANHOLES-TELE/DRAINAGE/SEWER/ WATER/ELEC PER PLAN REFERENCE |
| | | CURB INLET |
| | | STORM DRAIN INLET |
| | | CLEAN-OUT |
| | | WATER VALVE |
| | | FIRE HYDRANT |
| | | WATER SHUT-OFF VALVE |
| WM | WM | WATER METER |
| | | WATER SPIGOT |
| W | W | WELL |
| | | IRRIGATION VALVE |
| | | IRRIGATION CONTROL VALVE |
| icb | icb | IRRIGATION CONTROL BOX |
| | | IRRIGATION HEADGATE |
| | | IRRIGATION MANHOLE |
| | | IRRIGATION SPRINKLER HEAD |
| | | PVC PIPE |
| | | UTILITY POLE |
| | | GUY WIRE |
| | | STREET LIGHT POLE |
| | | FLOOD LIGHT |
| | | SIGN |
| | | MAILBOX |
| | | BOLLARD |
| | | FIBER OPTIC LINE MARKER |
| | | FINISHED SPOT ELEV. W/ DESCRIPTION |
| | | NEW FLARED END SECTION (HDPE) |
| | | NEW FLARED END SECTION (CMP) |
| | | SOIL BORING LOCATION |
| | | TEST PIT LOCATION |
| | | EROSION CONTROL LOG |
| | | LARGE ROCK/BOULDER |
| | | "T" POST |
| | | SATELLITE DISH |
| | | TRANSITION FROM SPILL TO CATCH GUTTER |
| | | MINIMUM 4" TOP SOIL OR SPECIFIED ALTERNATIVE |
| | | EROSION CONTROL LOGS |
| | | INLET/OUTLET PROTECTION |

## Hatching

| EXISTING | PROPOSED | DESCRIPTION |
|---|---|---|
| | | ASPHALT MILLING |
| Asph. | | ASPHALT |
| Conc. | | CONCRETE SURFACING (PLAN VIEW) |
| Conc. | | CONCRETE SURFACING (SECTION VIEW) |
| Grav. | | GRAVEL SURFACING |
| | | RIPRAP/RIVER ROCK |
| | | RE-ESTABLISH NATIVE VEGETATION |
| | | WOOD DECK |
| | | FLAGSTONE |
| | | UNDISTURBED SOIL |
| | | RECOMPACTED SOIL |

# Abbreviations

| | |
|---|---|
| @ | AT |
| ° | DEGREE |
| ø | DIAMETER |
| # | NUMBER |
| AAC | ALUMINUM ARCH CULVERT |
| AASHTO | AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS |
| ABC | AGGREGATE BASE COURSE |
| ABUT | ABUTMENT |
| ACM | ASBESTOS CONTAINING MATERIAL |
| ACP | ASBESTOS CEMENT PIPE |
| ADA | AMERICANS W/ DISABILITIES ACT |
| ADT | AVERAGE DAILY TRIPS |
| ALT | ALTERNATE |
| AP | ANGLE POINT |
| APWA | AMERICAN PUBLIC WORKS ASSOCIATION |
| AS | ASPHALT |
| ASD | ALLOWABLE STRESS DESIGN |
| ASPH | ASPHALT |
| ATB | ASPHALT TREATED BASE |
| BBL | BARRELS |
| BCKF | BACK FACING |
| BLKF | BLOCK FACING |
| BLM | BUREAU OF LAND MANAGEMENT |
| BM | BENCHMARK |
| BMP | BEST MANAGEMENT PRACTICES |
| BOW | BACK OF SIDEWALK |
| BP | BEGIN PROJECT, BEGINNING POINT |
| BT | BEGIN TRANSITION |
| BVCE | BEGINNING VERTICAL CURVE ELEVATION |
| BVCS | BEGINNING VERTICAL CURVE STATION |
| BW | BOTTOM OF WALL |
| C | CURB |
| CBC | CONCRETE BOX CULVERT |
| CC | CURB CUT |
| CDOT | COLORADO DEPARTMENT OF TRANSPORTATION |
| CDPHE | COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT |
| CF | CUBIC FEET |
| CFS | CUBIC FEET PER SECOND |
| CG | CURB AND GUTTER |
| CIP | CAST IN PLACE |
| CL | CENTERLINE |
| CLOMR | CONDITIONAL LETTER OF MAP REVISION |
| CMP | CORRUGATED METAL PIPE |
| CMU | CONCRETE MASONRY UNIT |
| CO | CONCRETE |
| COM | COMMUNICATIONS |
| CONC | CONCRETE |
| CONST | CONSTRUCTION |
| CONT | CONTINUOUS |
| COR | CORNER |
| CPE | CORRUGATED POLYETHYLENE PIPE |
| CSP | CORRUGATED STEEL PIPE |
| CTB | CEMENT TREATED BASE |
| CU | CUBIC |
| CY | CUBIC YARD |
| D | DEEP |
| DB | DECIBELS |
| DEG | DEGREES |
| DHV | DESIGN HOUR VOLUME |
| DIA | DIAMETER |
| DIP | DUCTILE IRON PIPE |
| DOW | DIVISION OF WILDLIFE |
| DR | DRAIN |
| DTM | DIGITAL TERRAIN MODEL |
| DW | DRIVEWAY |
| DWG | DRAWING |
| E | EASTING |
| EA | EACH |
| EB | EAST BOUND |
| EG | EXISTING GRADE |
| EL | ELEVATION |
| ELEV | ELEVATION |
| EOA | EDGE OF ASPHALT |
| EOD | EDGE OF DRIVEWAY |
| EOC | EDGE OF CONCRETE |
| EOG | EDGE OF GRAVEL |
| EOM | EDGE OF MILLINGS |
| EOP | EDGE OF PAVEMENT |
| EP | END PROJECT, END POINT |
| EPA | ENVIRONMENTAL PROTECTION AGENCY |
| ES | ELECTRIC SERVICE |
| ESMT | EASEMENT |
| EST | ESTIMATE |
| EVCE | END VERTICAL CURVE ELEVATION |
| EVCS | END VERTICAL CURVE STATION |
| EX | EXISTING |
| EXIST | EXISTING |
| EXT | EXTERIOR |
| FAA | FEDERAL AVIATION ADMINISTRATION |
| FEMA | FEDERAL EMERGENCY MANAGEMENT AGENCY |
| FES | FLARED END SECTION |
| FF | FINISHED FLOOR |
| FG | FINISHED GRADE |
| FH | FIRE HYDRANT |
| FHWA | FEDERAL HIGHWAY ADMINISTRATION |
| FL | FLOWLINE |
| FOW | FACE OF WALL |
| FPS | FEET PER SECOND |
| FRTF | FRONT FACE |
| FT | FEET |
| G | GAS |
| GAL | GALLONS |
| GALV | GALVANIZED |
| GB | GRADE BREAK |
| GIS | GEOGRAPHICAL INFORMATION SYSTEM |
| GPM | GALLONS PER MINUTE |
| GPS | GLOBAL POSITIONING SYSTEM |
| GR | GRAVEL |
| GRAV | GRAVEL |
| GS | GAS SERVICE |
| GSP | GALVANIZED STEEL PIPE |
| GV | GATE VALVE |
| HAZMAT | HAZARDOUS MATERIALS |
| HC | HANDICAP RAMP |
| HCL | HORIZONTAL CONTROL LINE |
| HDPE | HIGH DENSITY POLYETHYLENE |
| HMA | HOT MIXED ASPHALT |
| HORIZ | HORIZONTAL |
| HOV | HIGH OCCUPANCY VEHICLE |
| HP | HIGH POINT |
| HPG | HIGH PRESSURE GAS |
| HWY | HIGHWAY |
| HYD | HYDRANT |
| ID | INSIDE DIAMETER |
| INT | INTERSECTION |
| INV | INVERT |
| IP | INLET PROTECTION |
| JB | JUNCTION BOX |
| KIP | THOUSAND POUNDS |
| KW | KILOWATT |
| L | LEFT |
| LGTH | LENGTH |
| LB | POUNDS |
| LB/FT | POUNDS PER FOOT |
| LEED | LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN |
| LF | LINEAR FOOT |
| LOMR | LETTER OF MAP REVISION |
| LPFM | LOW PRESSURE FORCE MAIN |
| LP | LOW POINT |
| LS | LUMP SUM |
| LSA | LANDSCAPED AREA |
| LT | LIGHT POLE |
| LTB | LIME TREATED BASE |
| LUM | LUMINARY |
| M | METERS |
| MAT'L | MATERIAL |
| MAX | MAXIMUM |
| MH | MANHOLE |
| MHT | METHOD OF HANDLING TRAFFIC |
| MIN | MINIMUM |
| MISC | MISCELLANEOUS |
| ML | MEGALUG |
| MLW | MASONRY LANDSCAPE WALL |
| MP | MILE POST |
| MPH | MILES PER HOUR |
| MSE | MECHANICALLY STABILIZE EARTH |
| MUTCD | MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES |
| MW | MONITORING WELL |
| N | NORTHING |
| N/A | NOT APPLICABLE |
| NAT | NATIVE GRASS AREA |
| NAVD | NORTH AMERICAN VERTICAL DATUM |
| NB | NORTH BOUND |
| NE | NORTHEAST |
| NEPA | NATIONAL ENVIRONMENTAL POLICY ACT |
| NFPA | NATIONAL FIRE PROTECTION ASSOCIATION |
| NGVD | NATIONAL GEODETIC VERTICAL DATUM 1929 |
| NHS | NATIONAL HIGHWAY SYSTEM |
| NIP | NAIL IN PLACE |
| NO | NUMBER |
| NPDES | NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM |
| NTP | NOTICE TO PROCEED |
| NTS | NOT TO SCALE |
| NW | NORTHWEST |
| O/S | OFFSET |
| OC | ON CENTER |
| OD | OUTSIDE DIAMETER |
| OH | OVERHEAD |
| OP | OUTLET PROTECTION |
| OT | OVERHEAD TELEPHONE |
| PC | POINT OF CURVATURE |
| PCC | POINT OF COMPOUND CURVATURE |
| PED | PEDESTRIAN |
| PERM | PERMANENT |
| PG | PAGE |
| PGL | PROFILE GRADE LINE |
| PI | POINT OF INTERSECTION |
| PL | PROPERTY LINE |
| PM | PROJECT MANAGER |
| PNT | POINT |
| POC | POINT ON CURVE |
| POT | POINT ON TANGENT |
| PRC | POINT OF REVERSE CURVE |
| PROP | PROPOSED |
| PRV | PRESSURE REDUCING VALVE |
| PSF | POUNDS PER SQUARE FEET |
| PSI | POUNDS PER SQUARE INCH |
| PT | POINT OF TANGENCY |
| PUD | PLANNED UNIT DEVELOPMENT |
| PVC | POLYVINYL CHLORIDE |
| PVI | POINT OF VERTICAL INTERSECTION |
| PVMT | PAVEMENT |
| PVT | POINT OF VERTICAL TANGENCY |
| Q | PEAK DISCHARGE |
| QA/QC | QUALITY ASSURANCE/QUALITY CONTROL |
| QTY | QUANTITY |
| R | RIGHT |
| R-R | REMOVE AND REPLACE |
| RAD | RADIUS |
| RCP | REINFORCED CONCRETE PIPE |
| REF | REFERENCE |
| REQ | REQUIRED |
| REVEG | REVEGETATE |
| RFTA | ROARING FORK TRANSIT AUTHORITY |
| ROW | RIGHT OF WAY |
| RP | RADIUS POINT |
| RSS | REINFORCED SOIL SLOPE |
| RW | RETAINING WALL |
| SAC | STEEL ARCH CULVERT |
| SAN | SANITARY |
| SB | SOUTH BOUND |
| SCF | SEDIMENT CONTROL FENCE |
| SD | STORM DRAIN |
| SDR | STANDARD DIMENSION RATIO |
| SE | SOUTHEAST |
| SECT | SECTION |
| SF | SQUARE FEET |
| SHLDR | SHOULDER |
| SL | SANITARY SEWER LINE |
| SMH | SANITARY SEWER MANHOLE |
| SOD | GRASS AREA |
| SS | SANITARY SEWER SERVICE |
| SSD | STOPPING SIGHT DISTANCE |
| STA | STATION |
| STBK | SETBACK |
| SW | SIDEWALK |
| SY | SQUARE YARDS |
| SYM | SYMMETRICAL |
| T | TREAD STAIRS |
| TAN | TANGENT |
| TBC | TOP BACK OF CURB |
| TBLK | THRUST BLOCK |
| TC | TOP OF CURB |
| TCE | TEMPORARY CONSTRUCTION EASEMENT |
| TCP | TRAFFIC CONTROL PLAN |
| TELE | TELEPHONE |
| TEMP | TEMPORARY |
| TONC | TOWN OF NEW CASTLE |
| TP | TOP OF PIPE |
| TRANS | TRANSITION |
| TRFLG | TRAFFIC FLANGE OF FIRE HYDRANT |
| TW | TOP OF WALL |
| TYP | TYPICAL |
| UCTV | UNDERGROUND CABLE TELEVISION LINE |
| UE | UNDERGROUND ELECTRIC LINE |
| UG | UNDERGROUND GAS LINE |
| USACE | US ARMY CORPS OF ENGINEERS |
| USGS | US GEOLOGICAL SURVEY |
| UT | UNDERGROUND TELEPHONE LINE |
| VC | VERTICAL CURVE |
| VCP | VITRIFIED CLAY PIPE |
| VP | VALLEY PAN |
| VTC | VEHICLE TRACKING CONTROL |
| W | WIDE |
| W/ | WITH |
| WB | WEST BOUND |
| WL | WATER LINE |
| WS | WATER SERVICE |
| WQCD | WATER QUALITY CONTROL DIVISION |
| WS | WATER SERVICE |
| WWM | WELDED WIRE MESH |
| X-S | CROSS SLOPE |
| YD | YARD |

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Castle Valley Ranch
Preliminary/Final Plat and
Development Plan Set PA 17

| # | Revision | Date | By |
|---|---|---|---|
| 1 | Preliminary Not For Construction | | |

Project Milestone: Preliminary Not For Construction

Job No. 2000-109.029
Drawn by: JM
Date: 2.17.22
QC: PE: DJC
File: CVR-LegAbbGen

Title: Legend and Abbreviations

Dwg No. 4

Of: 47

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## GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH THE TOWN OF NEW CASTLE PUBLIC WORKS MANUAL.
2. LIMITS OF CONSTRUCTION SHALL BE 5' BEYOND GRADING LIMITS, BASE OF FILL SLOPES OR TOP OF CUT SLOPES, AND 20' EITHER SIDE OF THE CENTERLINE OF UTILITY INSTALLATIONS. PROJECT LIMITS SHALL ADDITIONALLY INCLUDE ANY DESIGNATED BORROW AREAS, EXCAVATION DISPOSAL AREAS OR MATERIAL OR TOPSOIL STOCKPILE AREAS. RESPECT ALL TREE/VEGETATION PRESERVATION ZONES (PER SPECS).
3. TRAFFIC CONTROL REQUIREMENTS:
   - MAINTAIN ACCESS TO OTHER STRUCTURES AT ALL TIMES. TEMPORARY CLOSURE ALLOWED FOR UTILITY WORK -- PROVIDE FOR EMERGENCY ACCESS CONTINUOUSLY.
   - PROVIDE SAFETY CONES, FLAG PERSONS, VERTICAL PANELS WITH BEACONS, SIGNAGE AND BARRICADES AS NECESSARY TO PROTECT PUBLIC AND WORK SITE.
   - PROVIDE SIGNAGE AS REQUIRED BY OWNER AND LOCAL GOVERNMENT WITH JURISDICTION OVER ADJACENT ROADS.
4. PRIME COAT NOT REQUIRED UNLESS INDICATED ON DRAWINGS. PREPARED BASE COURSES SHALL BE PRIMED AT CONTRACTOR'S EXPENSE IF THE SURFACE HAS DETERIORATED DUE TO TRAFFIC, WEATHER OR TIME LAPSE BETWEEN SURFACE PREPARATION AND PLACEMENT OF BITUMINOUS MATERIALS, SUCH THAT, IN THE OPINION OF THE ENGINEER, USE OF PRIME COAT IS REQUIRED. APPLICATION RATE SHALL BE 0.3 GALS/SQ.YD.
5. DILUTED EMULSIFIED ASPHALT OR TACK COAT SHALL CONSIST OF 1 PART EMULSIFIED AND 1 PART WATER. RATES OF APPLICATION SHALL BE DETERMINED BY THE ENGINEER AT THE TIME OF APPLICATION. APPROXIMATE RATE SHALL BE 0.1 GALS./SQ.YD.
6. THE FOLLOWING SHALL BE USED WITH EACH BITUMINOUS PAVER:
   a. A SKI-TYPE DEVICE AT LEAST 30 FEET IN LENGTH.
   b. SHORT SKI OR SHOE.
7. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH APPLICABLE SECTIONS OF THE SITE SUBSOIL STUDY. CONTRACTOR TO NOTE REQUIREMENTS FOR EXCAVATION, BACKFILL AND SUPPORT MATERIALS.
8. SPOT ELEVATIONS ALONG CURB/GUTTER ARE TO FLOWLINE UNLESS OTHERWISE NOTED.
9. SOURCE OF MAPPING: EXISTING FIELD TOPO WAS SURVEYED BY SGM INC.
10. THROUGHOUT ALL PHASES OF CONSTRUCTION, UNTIL THE FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL KEEP THE WORK SITE CLEAN AND FREE FROM RUBBISH AND DEBRIS. THE CONTRACTOR SHALL ALSO ABATE DUST NUISANCE AS NECESSARY BY CLEANING, SWEEPING AND SPRINKLING WITH WATER OR OTHER MEANS AS NECESSARY. THE CONTRACTOR SHALL HAVE TWENTY-FOUR (24) HOURS AFTER THE DEPOSIT OF ANY EARTH, GRAVEL OR OTHER EXCAVATED MATERIAL TO REMOVE SUCH DEPOSIT. IN THE EVENT THAT THE EARTH, GRAVEL OR OTHER EXCAVATED MATERIAL IS NOT REMOVED, THE ENGINEER SHALL CAUSE SUCH REMOVAL AND THE COST INCURRED SHALL BE DEDUCTED FROM THE BOND. DUST CONTROL MEASURES WILL BE UTILIZED AT ALL TIMES DURING CONSTRUCTION ACTIVITIES TO PREVENT FUGITIVE DUST AND DUST CONTROL MEASURES SHALL BE REQUIRED OUTSIDE OF REGULAR CONSTRUCTION HOURS TO MINIMIZE DUST LEAVING THE SITE AS A RESULT OF ON-SITE TRAFFIC, WINDS, LOOSE SOILS OR OTHER CAUSES.
11. BUILDERS WILL ENSURE ADEQUATE VEHICLE ACCESS DURING CONSTRUCTION OF THE PROJECT, INCLUDING PARKING OF COMPANY/PRIVATE VEHICLES SO AS TO MAINTAIN A MINIMUM 8-FOOT WIDE DRIVELINES.
12. BUILDERS WILL ALLOW FOR A CLEAR 24 INCH WIDE PATH FOR STRETCHER ACCESS TO PROJECT DOORWAYS.
13. PROPER STREET NAME AND HOUSE NUMBERS SHALL BE VISIBLE DURING CONSTRUCTION THROUGH COMPLETION OF THE PROJECTION.
14. RAMP AND WING SLOPES SHALL NOT BE STEEPER THAN 12:1; DIMENSIONS SHOWN SHALL BE MODIFIED, AS NECESSARY, TO MEET THIS REQUIREMENT.
15. ALL CONCRETE SHALL BE CLASS B.
16. NORMAL GUTTER FLOW LINE AND PROFILE SHALL BE MAINTAINED THROUGH THE RAMP AREA.
17. IF POSSIBLE, DRAINAGE STRUCTURES SHALL NOT BE PLACED IN LINE WITH RAMPS, LOCATION OF THE RAMP SHALL TAKE PRECEDENCE OVER LOCATION OF THE DRAINAGE STRUCTURE, EXCEPT WHERE EXISTING STRUCTURES ARE BEING UTILIZED IN THE NEW CONSTRUCTION.

## SHALLOW UTILITY NOTES:

1. EXISTING UTILITY LOCATIONS ARE A COMBINATION OF SURVEYED FIELD LOCATIONS, OBSERVATIONS, AND EXISTING MAPPING. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION.
2. ALL WORK TO BE DONE IN STRICT COMPLIANCE WITH RESPECTIVE UTILITY COMPANY REQUIREMENTS.
3. SHALLOW UTILITIES SHOWN ON THE PLANS ARE SHOWN AS DESIGN LOCATIONS. FIELD CONDITIONS MAY REQUIRE MINOR UTILITY AJUSTMENTS.
4. PROVIDE CONDUIT SIZE AND TYPE PER LOCAL UTILITY PROVIDER.
5. PROVIDE CONDUIT STUB A MINIMUM OF 6" ABOVE FINAL GRADE AT LOCATIONS DESIGNATED FOR PEDESTAL INSTALLATION AND CAP.
6. DUCT TAPE EACH UTILITY CONDUIT GROUPING (I.E. TELEPHONE, CABLE, ELEC.) TOGETHER ABOVE GRADE AND LABEL.
7. PROVIDE PULL STRING IN EACH CONDUIT.
8. TRANSITION CONDUIT FROM TYPICAL UTILITY TRENCH SPACING TO PROVIDE SEPARATION FROM VERTICAL APPURTENANCES OF DEEPER UTILITIES.
9. GAS UTILITY WILL INSTALL GAS PIPING.
10. GAS- OWNER PROVIDED TRENCH REQUIREMENTS – XCEL ENERGY: GAS LINE TRENCH SHALL BE EXCLUSIVE TO XCEL ENERGY, AND SHALL BE LOCATED SO THAT GAS MAIN AND SERVICES ARE A MINIMUM OF 5 FEET FROM ALL ELECTRICAL LINES.
11. GAS MAIN SHALL HAVE A MINIMUM OF 36" OF APPROVED BACK-FILL OR COVER.
12. GAS- WIDTH OF TRENCH SHALL NOT BE LESS THAN (10") FOR 2" MAIN INSTALLATION AND (14") FOR 4" MAIN INSTALLATION. WHERE TIE-INS OR CROSSINGS ARE LOCATED BELL-HOLES SHALL BE PROVIDED, SIZE OF WHICH SHALL ALLOW ADEQUATE WORKING SPACE FOR MEN AND EQUIPMENT.
13. GAS- BEDDING MATERIAL SHALL BE ROCK FREE. BEDDING MATERIAL SHALL NOT CONSIST OF ANY FRACTURED ROCK TYPE MATERIAL. ALL BEDDING MATERIAL TO BE PRE-APPROVED BY SOURCEGAS REPRESENTATIVE.
14. GAS- WHEN ROCKY CONDITIONS ARE ENCOUNTERED THE TRENCH BOTTOM SHALL BE CLEAN AND THE GAS MAIN BEDDED A MINIMUM OF 6" BELOW AND 12" ABOVE WITH PRE-APPROVED BEDDING MATERIAL.
15. GAS- PIPELINE TO BE BEDDED AND BACK-FILLED THE SAME DAY AS INSTALLED.
16. GAS- CONTRACTOR/DEVELOPER RESPONSIBLE FOR COMPACTION REQUIREMENTS PER SPECIFICATIONS.
17. GAS- PRIOR TO TRENCHING, A PRE-CONSTRUCTION MEETING WILL BE HELD WITH SOURCEGAS REPRESENTATIVE AND EXCAVATION SUPERVISOR AND/OR SUB-CONTRACTOR SUPERVISOR.
18. ALL SITE CLEANUP AND LANDSCAPING TO BE COMPLETE BY CONTRACTOR/DEVELOPER.
19. IT IS THE RESPONSIBILITY OF THE CONTRACTOR/DEVELOPER TO DISPOSE OF EXCESS MATERIALS OR SPOILS.
20. ELEC- CONTRACTOR TO INSTALL (1) 4"ø CONDUIT FURNISHED BY XCEL ENERGY; BED CONDUIT WITH 3/4" MINUS MATERIAL, 4" BELOW TO 4" ABOVE CONDUIT. PULL CORD TO BE FURNISHED AND INSTALLED BY CONTRACTOR.
21. CABLE- COMCAST CABLE WILL PROVIDE ANY REQUIRED VAULTS AND PEDESTALS.
22. CABLE- COMCAST REQUESTS CONTRACTOR TO FURNISH 3" DIAMETER, SCHEDULE 40 PVC CONDUIT.
23. CABLE- CONTRACTOR TO INSTALL CONDUIT; BED CONDUIT WITH 3/4" MINUS MATERIAL, 4" BELOW TO 4" ABOVE CONDUIT; STUB CONDUIT ABOVE GROUND AT PEDESTAL LOCATIONS; PULL CORD TO BE FURNISHED AND INSTALLED BY CONTRACTOR.
24. TELE- CENTURYLINK REQUESTS CONTRACTOR TO SUPPLY 4" SCHEDULE 40 PVC CONDUIT.
25. TELE- CENTURYLINK REQUESTS INSTALLATION OF SWEEPS TO HAVE A MINIMUM 9 FOOT RADIUS.
26. TELE- CENTURYLINK REQUESTS SWEEPS TO BE GLUED IN PLACE, EXTEND AT LEAST 12" ABOVE GROUND, AND TO BE PLACED CLOSELY TOGETHER TO FIT INSIDE A SINGLE PEDESTAL.

## GENERAL WATER/SEWER NOTES:

1. THE APPROXIMATE LOCATION OF ALL KNOWN UTILITIES (WATER, SEWER, GAS, PHONE, ELECTRIC, CABLE, ETC.) ARE SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL CONTACT ALL UTILITY OWNERS TO VERIFY BOTH LOCATION AND DEPTH OF UTILITIES BEFORE ANY WORK BEGINS. CONTRACTOR SHALL BEAR THE RESPONSIBILITY FOR THE PROTECTION OF UTILITIES DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR UTILITIES LOCATED BUT NOT SHOWN IN DRAWINGS.
2. ALL WATER MAINS SHALL BE INSTALLED WITH A FIVE-FOOT SIX INCH MINIMUM DEPTH COVER. IF GRADE CONFLICTS OCCUR WITH EXISTING UTILITIES OR OTHER OBSTRUCTIONS, THE PROPOSED WATER MAIN GRADE CAN BE VARIED PROVIDED THE FIVE-FOOT SIX INCH MINIMUM DEPTH OF COVER IS MAINTAINED AND THE TOWN ENGINEER AND THE TOWN OF NEW CASTLE ARE NOTIFIED AND AGREE TO THE WORK PRIOR TO ALIGNMENT REVISIONS.
3. ALL FITTINGS (BENDS, CROSSED, PLUGS, VALVES AND TEES) TO HAVE A CONCRETE THRUST BLOCK INSTALLED IN ACCORDANCE WITH THE THRUST BLOCK TABLE SHOWN ON THE DETAIL SHEET. FOR CLARITY'S SAKE, ALL THRUST BLOCKS MAY NOT HAVE BEEN SHOWN ON THE PLAN VIEW DRAWINGS. MEG-A-LUGS MAY BE SUBSTITUTED FOR CONC. THRUST BLOCK UPON TOWN ENGINEER APPROVAL.
4. FOLLOW ALL CDH (COLORADO DEPARTMENT OF HEALTH) REGULATIONS FOR WATER AND SEWER LINE CROSSINGS.
5. THE CONTRACTOR WILL BE RESPONSIBLE FOR RESTORING ANY DISTURBED AREAS IN ACCORDANCE WITH SPECIFICATIONS.
6. ALL REMOVED WATER LINE APPURTENANCES TO BE SUPPLIED TO OWNER.
7. THE WATER LINE LOCATION SHOWN UTILIZES JOINT DEFLECTION. (A MAX. OF 3° PER JOINT)
8. MARK ENDS OF ALL SEWER SERVICE LINES WITH FENCE POST & COLORED INSULATED WIRE, 3-WAY SWING TIES, AND DEPTH TO SERVICE.
9. CONTRACTOR TO VERIFY THE GRADE OF ALL EXISTING SEWER LINES BEFORE INSTALLING ANY PIPE TO VERIFY INVERT ELEVATIONS. CONTACT ENGINEER WITH ANY DIFFERENCES IN ELEVATIONS SO THAT GRADES CAN BE ADJUSTED.
10. CONTRACTOR SHALL POTHOLE ALL MISCELLANEOUS UTILITIES THAT WILL CROSS OR PARALLEL THE LINE PRIOR TO INSTALLING NEW LINE. IF GRADE CONFLICTS OCCUR, CONTACT ENGINEER SO THAT GRADES CAN BE ADJUSTED.
11. PLAN VIEW DISTANCE BETWEEN MANHOLES IS CENTERLINE TO CENTERLINE OF MANHOLES. PROFILE DISTANCE AND SLOPE BETWEEN MANHOLES IS FROM INVERT OUT TO INVERT IN OF MANHOLES (CL. TO CL. MANHOLE DISTANCE MINUS 1/2 INSIDE DIAMETER OF EACH MANHOLE).
12. ALL KNOWN SERVICES WHICH TIE INTO THE EXISTING MAIN ARE SHOWN. ANY SERVICE WHICH IS NOT SHOWN BUT TIES INTO MAIN SHALL BE REPLACED AND TIED INTO NEW MAIN.
13. REPLACE ALL DISTURBED ASPHALT BY MATCHING EXIST. DEPTHS AT A MINIMUM, OTHERWISE, USE 3" ASPHALT, 4" CLASS 6 BASE COURSE & 10" CLASS 3 AGGREGATE. ALL ASPHALT WORK SHALL BE PERFORMED WITH A LAYDOWN MACHINE.
14. THE SEWER MANHOLES SHOWN IN PLAN VIEW INDICATE THE LOCATION OF THE STEPS WITHIN THE MANHOLE AND MANHOLE RIM LOCATION BY A BLACKENED CIRCLE. THIS WILL BE THE REQUIRED LOCATION FOR EACH MANHOLE SHOWN.
15. WATER LINE VALVES ARE TO BE PLACED IN ASPHALT AND AWAY FROM CONCRETE UNLESS OTHERWISE NOTED. HYDRANT VALVES ARE TO BE PLACED AS CLOSE AS POSSIBLE TO MAIN LINE TO KEEP IN ASPHALT.
16. WATER LINE SERVICES SHALL BE SPACED APART AND FROM FITTINGS AS PER MANUFACTURER'S RECOMMENDATIONS. THESE PLANS USE 2' SPACING AND 2' FROM FITTINGS. IF MANUFACTURER'S RECOMMENDATIONS DIFFER FROM THIS, SERVICES WILL NEED TO BE ADJUSTED ACCORDINGLY, MAINTAINING MIN. 10 FT. SPACING FROM SEWER SERVICES.
17. ALL FIRE HYDRANTS SHALL BE ORIENTATED SO THE STREAMER CONNECTION IS FACING THE ROADWAY.
18. WATER MAIN SHALL BE CLASS 52 DIP WITH POLYWRAP PER TONC PUBLIC WORKS MANUAL.
19. SEWER MAIN SHALL BE PVC SDR 35 PER TONC PUBLIC WORKS MANUAL.
20. ALL WATER AND SEWER MAINS AND SERVICES TO BE INSTALLED WITH TRACER WIRE OR ANOTHER DEVICE TO ASSURE THE LINES ARE ELECTRONICALLY LOCATABLE.

## GENERAL UTILITY NOTES:

1. THE APPROXIMATE LOCATION OF ALL KNOWN UTILITIES (WATER, SEWER, GAS, PHONE, ELECTRIC, CABLE, ETC.) ARE SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL CONTACT ALL UTILITY OWNERS TO VERIFY BOTH LOCATION AND DEPTH OF UTILITIES BEFORE ANY WORK BEGINS. CONTRACTOR SHALL BEAR THE RESPONSIBILITY FOR THE PROTECTION OF UTILITIES DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR UTILITIES LOCATED BUT NOT SHOWN IN DRAWINGS.
2. THE CONTRACTOR WILL BE RESPONSIBLE FOR RESTORING ANY DISTURBED AREAS IN ACCORDANCE WITH SPECIFICATIONS.
3. FOLLOW ALL CDPHE (COLORADO DEPARTMENT OF HEALTH & ENVIRONMENT) REGULATIONS FOR WATER AND SEWER LINE CROSSINGS & TOWN OF NEW CASTLE SEPARATION REQUIREMENTS.
4. REPLACE ALL DISTURBED ASPHALT WITH 4" CDOT S MIX ASPHALT (2" BASE LIFT + 2" TOP LIFT) ON 8" LIFT OF COMPACTED CLASS 6 ROAD BASE OVER NON-EXPANSIVE SUB-BASE MATERIAL. ALL ASPHALT WORK SHALL BE PERFORMED WITH A LAYDOWN MACHINE.

## PAVEMENT NOTES:

1. THE CONTRACTOR SHALL SUBMIT A PAVING SEQUENCE SCHEDULE TO THE ENGINEER AT LEAST 10 WORKING DAYS PRIOR TO BEGINNING THE PAVING OPERATION. PAVING SHALL NOT BEGIN UNTIL THE SCHEDULE HAS BEEN ACCEPTED IN WRITING BY THE ENGINEER.
2. THE CONTRACTOR SHALL SUBMIT HOT MIX ASPHALT LONGITUDINAL JOINT AND PAVEMENT MARKING PLAN PRIOR TO THE PRE-PAVING CONFERENCE PER CDOT STANDARD SPECIFICATIONS SECTION 401.
3. PAVING AND PLACEMENT OF BASE COURSE SHALL NOT BEGIN UNTIL THE ENGINEER HAS APPROVED THE SUBGRADE. THE SUBGRADE SHALL BE PROOF ROLLED AND APPROVED BY THE ENGINEER PRIOR TO THE PLACEMENT OF ANY SUBSEQUENT STRUCTURAL LAYERS. AREAS THAT DEFORM UNDER HEAVY WHEEL LOADS AS DETERMINED BY THE ENGINEER ARE NOT STABLE AND SHALL BE REMOVED AND REPLACED TO ACHIEVE A STABLE SUBGRADE. THE ENGINEER SHALL APPROVE THE TYPE AND WEIGHT OF THE VEHICLE TO BE USED FOR THE PROOF ROLL PER CDOT 203.07. THE CONTRACTOR SHALL PROVIDE ALL EQUIPMENT AND LABOR NECESSARY FOR THE PROOF ROLL. PROOF ROLLING WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE WORK.
4. FOR APPROXIMATE PLAN QUANTITIES OF PAVEMENT MATERIALS, THE FOLLOWING RATES OF APPLICATION WERE USED:

| | |
|---|---|
| TACK COAT EMULSIFIED ASPHALT (SLOW-SETTING) | @ 0.1 GALS./SQ. YD. (DILUTED) |
| BITUMINOUS PAVEMENT | @ 147 LBS. / CU. FT. |
| AGGREGATE BASE COURSE (CLASS 3) | @ 133 LBS./ CU. FT. |
| AGGREGATE BASE COURSE (CLASS 6) | @ 133 LBS./ CU. FT. |

## STORM SEWER NOTES:

1. ALL PIPING SHALL BE HDPE CULVERT PIPE.
2. AT ALL STORMWATER/POTABLE WATER CROSSINGS SDR-26 PIPE SHALL BE USED IN THE STORM SEWER SYSTEM.
3. ALL MANHOLES SHALL BE 4'ø PRECAST CONCRETE, HAVE AN ECCENTRIC CONE AND COMPLY WITH THE NOTES ON THE STORM SEWER DETAIL.
4. ALL DRAIN INLETS SHOWN IN GUTTER PANS SHALL BE TYPE 1 DRAIN INLET AS SHOWN ON THE DRAINAGE DETAIL.

## REVEGETATION NOTES:

1. ALL NON-BUILDING PAD AREAS DISTURBED BY ROAD OR UTILITY CONSTRUCTION OR OVER-LOT GRADING SHALL BE REVEGETATED WITH DRYLAND SEED MIXTURE. PROVIDE FRESH, CLEAN, NEW-CROP SEED COMPLYING WITH TOLERANCE FOR PURITY AND GERMINATION ESTABLISHED BY OFFICIAL SEED ANALYSIS OF NORTH AMERICA. PROVIDE SEED OF GRASS SPECIES, PROPORTIONS AND MINIMUM PERCENTAGES OF PURITY, GERMINATION, AND MAXIMUM PERCENTAGE OF WEED SEED, AS SPECIFIED.
2. FOR DRYLAND SEEDED AREAS, PROVIDE FERTILIZER WITH COMMERCIAL TYPE MIXTURE OF 16-16-8 OR SIMILAR RATION, NOT LESS THAN 15 LBS PER ACRE FOR NITROGEN RATE.
3. MULCH ALL SEEDED AREAS WITH CONWEB LONG FIBER MULCH, HAY OR STRAW. MATERIAL FOR STRAW MULCHING SHALL CONSIST OF STRAW OR OATS, BARLEY, WHEAT OR RYE AND SHALL NOT CONTAIN SEED OF NOXIOUS WEEDS. CLEAN FIELD HAY MAY BE SUBSTITUTED FOR STRAW WHEN APPROVED BY THE ENGINEER. STRAW OR HAY IN SUCH AN ADVANCED STAGE OR DECOMPOSITION AS TO SMOTHER OR RETARD THE NORMAL GROWTH OF GRASS WILL NOT BE ACCEPTED. CONWEB FIBER MULCH, PREVIOUSLY SPECIFIED, SHALL BE APPLIED AT A RATE OF 1500 LBS./ACRE. HAY OR STRAW SHALL BE APPLIED IN A UNIFORM MANNER AT A RATE OF 1.5 TONS/ACRE.
4. PROVIDE EROSION CONTROL BLANKET ON ALL SLOPES OF 2:1 OR STEEPER.
5. PRIOR TO REVEGETATION, PLANTING OR TOPSOIL PLACEMENT, ALL CUT OR FILL SLOPES WILL BE CONTOURED TO BLEND WITH ADJACENT TERRAIN. VARIOUS SLOPE MOLDING TECHNIQUES WILL BE USED TO ENHANCE THE AESTHETIC QUALITY OF THE SLOPE, WHILE MAXIMIZING THE REVEGETATION POTENTIAL. ALL CUT AND FILL SLOPES ALSO BEING ROUNDED AT THE TOE TO BLEND WITH THE EXISTING TERRAIN. ADDITIONALLY, WHERE SOILS AND STEEPNESS OF SLOPES PERMIT, TERRACES WILL BE CONSTRUCTED TO AID THE REVEGETATION PROCESS.
6. SEEDING SHALL BE DONE BY HYDROSEEDING, DRILLING, OR HAND BROADCASTING. HYDROSEED SHALL BE APPLIED IN A WATER AND LIGHT MULCH SLURRY AFTER WHICH MULCH WILL BE APPLIED TO COVER THE SEED. ANY AREAS THAT CANNOT BE REACHED BY HYDROSEEDING OR DRILL SEEDING SHALL BE HAND BROADCAST. AREAS SEEDED BY HAND BROADCASTING SHALL BE LIGHTLY RAKED.
7. DRYLAND SEEDING SHALL BE PERFORMED AS SOON AS PRACTICAL AFTER COMPLETING OF CONSTRUCTION, WITHIN THE APPROPRIATE SEASON. SEEDING SHALL BE PERFORMED AFTER SPRING THAW UNTIL JUNE 30TH, OR AFTER SEPTEMBER 1 UNTIL CONSISTENT GROUND FREEZE.
8. HYDROSEEDING WILL OCCUR WHERE THERE ARE HAZARDOUS DISTURBED SLOPES AND AREAS OF DISTURBANCE WITH 15% SLOPES OR GREATER (GARFIELD COUNTY RECLAMATION GUIDELINES).
9. SEEDING MATERIAL TO BE USED FOR RECLAMATION:

SEEDING RATE: 2 LBS PER 1000 SQUARE FEET (OR 25 LBS PER ACRE)

| % | SPECIES | COMMON NAME |
|---|---|---|
| 17 | ORYZOPSIS HYMENOIDES | INDIAN RICEGRASS |
| 16 | FESTUCA IDAHOENSIS | IDAHO FESCUE |
| 10 | CHRYSOTHAMNUS NAUSEOUSUS | RABBITBRUSH |
| 10 | PSEUDOREGNERIA SPICATA INERME | BEARDLESS BLUEBUNCH WHEATGRASS |
| 10 | PSEUDOREGNERIA SPICATA | BLUEBUNCH WHEATGRASS |
| 10 | PSEUDOREGNERIA SPICATA | BLUEBUNCH WHEATGRASS |
| 10 | PASCOPYRUM SMITHII | WESTERN WHEATGRASS |
| 6 | LEYMUS CINEREUS | BASIN WILDRYE |
| 5 | ARTEMESIA TRIDENTATA | MOUNTAIN SAGE |
| 5 | POA SECUNDA | SANDBERG'S BLUEGRASS |
| 4 | BOUTELOUS CURTIPENDULA | SIDE-OATS GRAMA |
| 2 | STIPA COMATA | NEEDLE AND THREAD |
| 2 | BOUTELOUA GRACILIS | BLUE GRAMA |
| 2 | HILARIA JAMESII | GALLETA |
| 1 | ELYMUS ELYMOIDES | BOTTLEBRUSH SQUIRRELTAIL |

## UTILITY CONTACT INFORMATION:

COMCAST – Cable Television MICHAEL JOHNSON 970-945-7292

CENTURYLINK – Telephone JASON SHARPE 970-384-0238

XCEL ENERGY – Electric & Gas SAMANTHA WAKEFIELD 970-625-6098

TOWN OF NEW CASTLE – Water and Sewer JOHN WENZEL 970-984-0669

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Castle Valley Ranch
Preliminary/Final Plat and
Development Plan Set PA 17

| # | Revision | Date | By: |
|---|---|---|---|
| 1 | Project Milestone: Preliminary Not For Construction | | |

Job No. 2000-109.029
Drawn by: JM
Date: 2.17.22
QC: PE: DJC
File: CVR-LegAbbGen

Title: General Notes

Dwg No. 5

Of: 47

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S. WILDHORSE DR.

MOUNT YALE

MOUNT HARVARD

OPEN SPACE AND TRAIL CORRIDOR, TRAIL CONSTRUCTION BY THE TOWN

WEST TRAIL

OPEN SPACE A

OPEN SPACE B

CASTLE VALLEY BLVD.

OPEN SPACE C

OPEN SPACE D

SERENITY PARK CIRCLE

FALCON RIDGE COURT

OPEN SPACE E

BEAR CANYON DRIVE

OPEN SPACE G

DETENTION POND

SERENITY PARK OPEN SPACE F

OFF-SITE SEWER CONNECTION

DETENTION POND

Graphic Scale

0 25 50 100

In Feet: 1" = 50'

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# Castle Valley Ranch

## Preliminary/Final Plat and Development Plan Set PA 17

| # | Revision | Date | By: |
|---|---|---|---|
| 1 | Project Milestone: Preliminary Not For Construction | | |

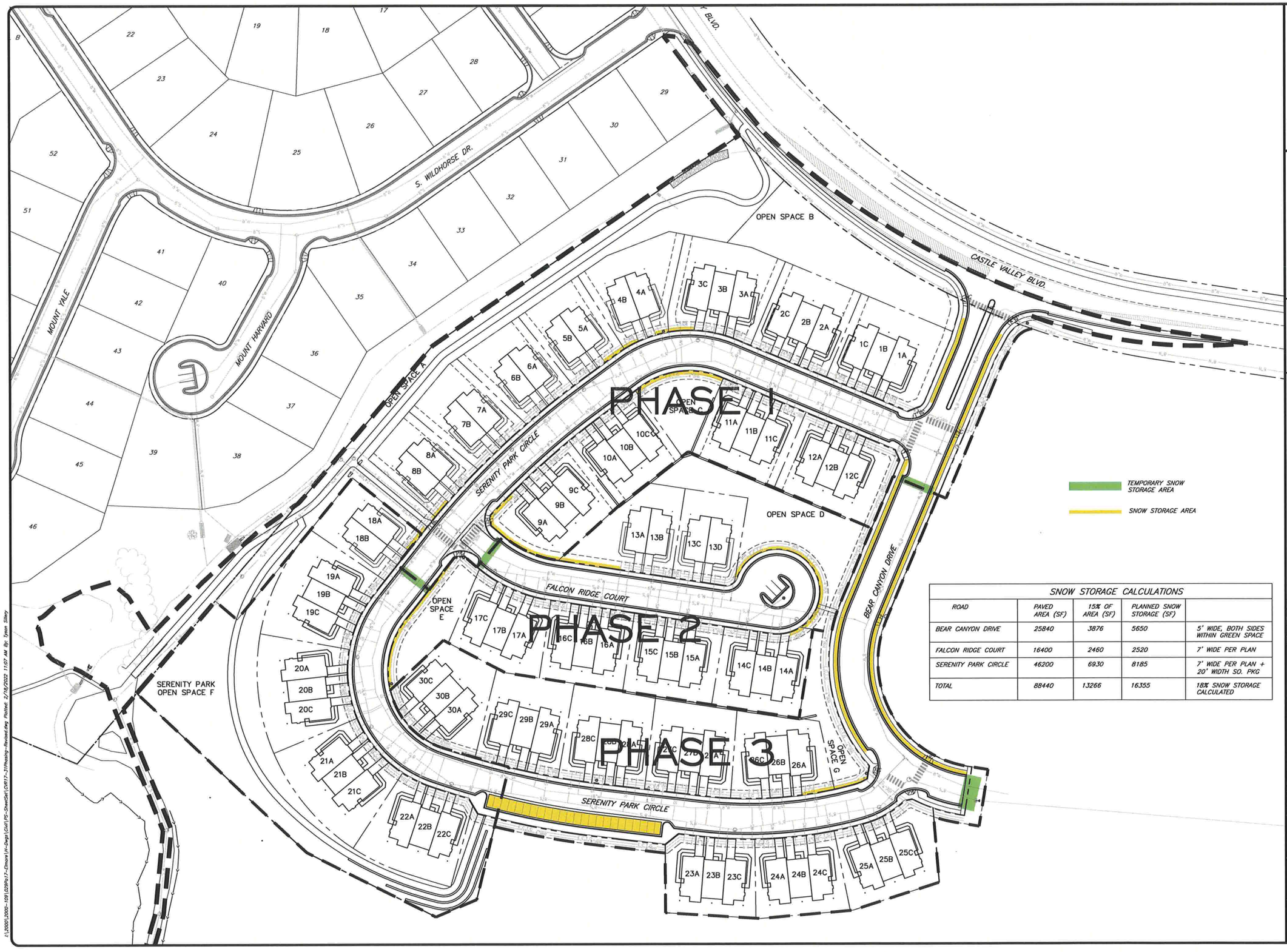
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|---|---|
| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.22 |
| QC: | PE: DJC |
| File: | CVR17-Site |

Title: Overall Site Plan

Dwg No. 6

Of: 47

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| SNOW STORAGE CALCULATIONS | | | | |
|---|---|---|---|---|
| ROAD | PAVED AREA (SF) | 15% OF AREA (SF) | PLANNED SNOW STORAGE (SF) | |
| BEAR CANYON DRIVE | 25840 | 3876 | 5650 | 5' WIDE, BOTH SIDES WITHIN GREEN SPACE |
| FALCON RIDGE COURT | 16400 | 2460 | 2520 | 7' WIDE PER PLAN |
| SERENITY PARK CIRCLE | 46200 | 6930 | 8185 | 7' WIDE PER PLAN + 20' WIDTH SO. PKG |
| TOTAL | 88440 | 13266 | 16355 | 18% SNOW STORAGE CALCULATED |

Graphic Scale
0 25 50 100
In Feet: 1" = 50'

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Castle Valley Ranch
Preliminary/Final Plat and
Development Plan Set PA 17

| Revision | Date | By: |
|---|---|---|
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Project Milestone: Preliminary Not For Construction

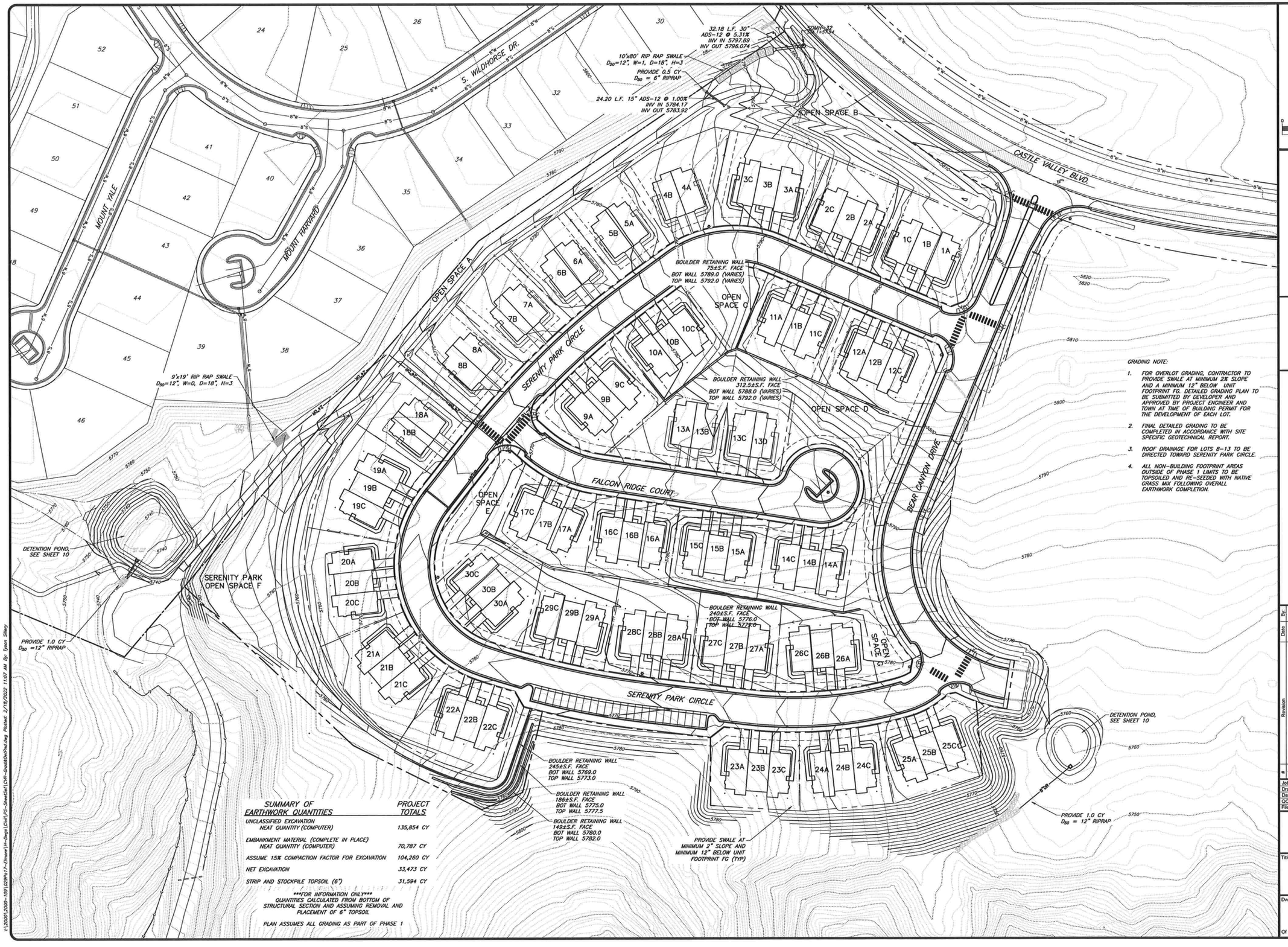
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| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.22 |
| QC: | PE: DJC |
| File: | CVR17-31Phasing-Revised |

Title: Phasing and Snow Storage Plan

Dwg No. 7

Of: 47

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GRADING NOTE:

1. FOR OVERLOT GRADING, CONTRACTOR TO PROVIDE SWALE AT MINIMUM 2% SLOPE AND A MINIMUM 12" BELOW UNIT FOOTPRINT FG. DETAILED GRADING PLAN TO BE SUBMITTED BY DEVELOPER AND APPROVED BY PROJECT ENGINEER AND TOWN AT TIME OF BUILDING PERMIT FOR THE DEVELOPMENT OF EACH LOT.
2. FINAL DETAILED GRADING TO BE COMPLETED IN ACCORDANCE WITH SITE SPECIFIC GEOTECHNICAL REPORT.
3. ROOF DRAINAGE FOR LOTS 8-13 TO BE DIRECTED TOWARD SERENITY PARK CIRCLE.
4. ALL NON-BUILDING FOOTPRINT AREAS OUTSIDE OF PHASE 1 LIMITS TO BE TOPSOILED AND RE-SEEDED WITH NATIVE GRASS MIX FOLLOWING OVERALL EARTHWORK COMPLETION.

| SUMMARY OF EARTHWORK QUANTITIES | PROJECT TOTALS |
|---|---|
| UNCLASSIFIED EXCAVATION NEAT QUANTITY (COMPUTER) | 135,854 CY |
| EMBANKMENT MATERIAL (COMPLETE IN PLACE) NEAT QUANTITY (COMPUTER) | 70,787 CY |
| ASSUME 15% COMPACTION FACTOR FOR EXCAVATION | 104,260 CY |
| NET EXCAVATION | 33,473 CY |
| STRIP AND STOCKPILE TOPSOIL (6") | 31,594 CY |

***FOR INFORMATION ONLY***
QUANTITIES CALCULATED FROM BOTTOM OF STRUCTURAL SECTION AND ASSUMING REMOVAL AND PLACEMENT OF 6" TOPSOIL

PLAN ASSUMES ALL GRADING AS PART OF PHASE 1

Graphic Scale
0 25 50 100
In Feet: 1" = 50'

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# Castle Valley Ranch
## Preliminary/Final Plat and Development Plan Set PA 17

| # | Revision | Date | By: |
|---|---|---|---|
| 1 | Project Milestone: Preliminary Not For Construction | | |

Job No. 2000-109.029
Drawn by: JM
Date: 2.17.22
QC: PE: DJC
File: CVR-GraddDistPnd

Title: Overall Grading and Drainage Plan

Dwg No. 8

Of: 47

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S. WILDHORSE DR.
MOUNT YALE
MOUNT HARVARD
OPEN SPACE A
OPEN SPACE B
OPEN SPACE C
OPEN SPACE D
OPEN SPACE E
OPEN SPACE F
OPEN SPACE G
SERENITY PARK CIRCLE
FALCON RIDGE COURT
BEAR CANYON DRIVE
CASTLE VALLEY BLVD.
SERENITY PARK OPEN SPACE F
DETENTION POND
FENCED STAGING AND STORAGE AREA
TOPSOIL STOCKPILE 300 FT OF SILT FENCE
SEDIMENT POND AND OUTLET TO EXISTING DRAINAGE
INSTALL CULVERT OUTLET PROTECTION
INSTALL CULVERT INLET PROTECTION
INSTALL 967 FT OF SILT FENCE LOCATED DOWNHILL SIDE OF TRAIL AND UTILITY CORRIDOR
INSTALL 290 LF OF SILT FENCE ALONG SOUTH SIDE OF UTILITY CORRIDOR
INSTALL 540 LF OF SILT FENCE
INSTALL 520 LF OF SILT FENCE LOCATED DOWNHILL SIDE OF SEWER MAIN
INSTALL 530 LF OF SILT FENCE
INSTALL 315 LF OF SILT FENCE AT TOE OF FILL SLOPE
VEHICLE TRACKING PAD OR REFER TO CDOT M-208-1, STABILIZED CONSTRUCTION ENTRANCE
INSTALL AGGREGATE BAGS IN CONCRETE FLOWLINE AT 50 FT INTERVAL, 6 TYP.
INSTALL 420 LF OF PHASE 1 SWALE; D=18", W=0, H=2, PROVIDE 10 LF OF EROSION LOGS AT 50 FT INTERVAL (80 LF)
PHASE 1 PROVIDE 5 FT EROSION LOGS AT 50 FT INTERVALS IN FALCON RIDGE FLOWLINES (10x5 FT = 50 LF)
PHASE 1 PROVIDE 5 FT EROSION LOGS AT 50 FT INTERVALS IN EAGLE RIDGE ROAD FLOWLINES (30x5 FT = 150 LF)
PHASE 1 RIP RAP SWALE FROM END OF CURB AND GUTTER TO 420 FT SWALE THIS SHEET, SEE SHEET 14
PHASE 1 RIP RAP SWALE TO CONVEY FALCON RIDGE COURT STREET FLOW (110 LF)
PHASE 1 RIP RAP SWALE FROM END OF CURB AND GUTTER TO LOW POINT STORM INLET, SEE SHEET 18 (2x80 LF)
STORM INLET PROTECTION PLACED AROUND DRAINAGE INLETS, TYP. OF 5

Graphic Scale
0 25 50 100
In Feet: 1" = 50'

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# Castle Valley Ranch
## Preliminary/Final Plat and Development Plan Set PA 17

| # | Revision | Date | By |
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| 1 | | | |

Project Milestone: Preliminary Not For Construction

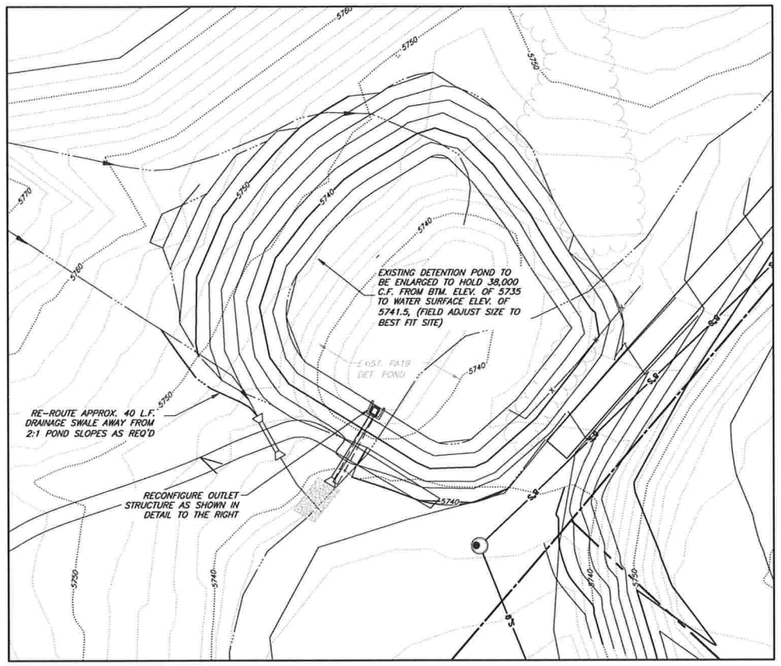
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| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.22 |
| QC: | PE: DJC |
| File: | CVR17-EroCntrl |

Title: Erosion Control Plan

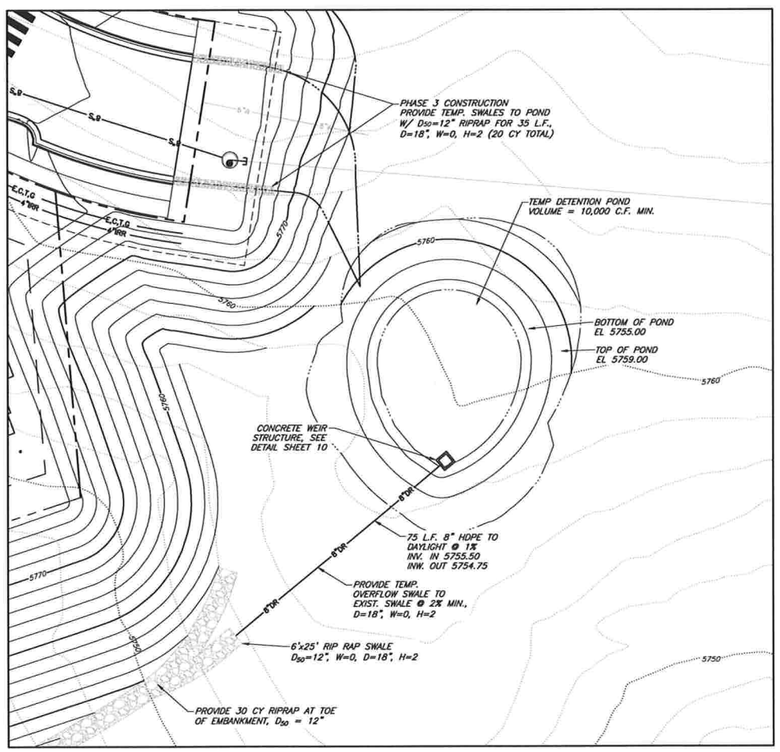
Dwg No. 9

Of: 47

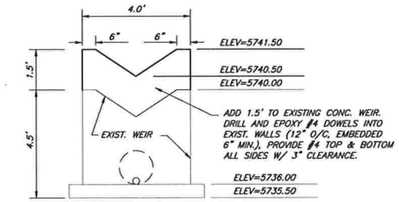
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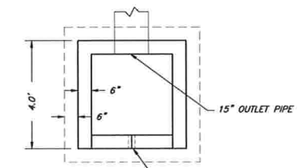

PROPOSED WEST POND
SCALE: 1" = 20'




PROPOSED EAST POND
SCALE: 1" = 20'

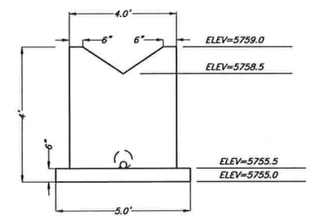



ELEVATION




TOP VIEW

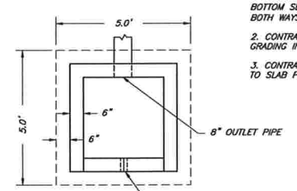
WEIR STRUCTURE PA17 (WEST)
N.T.S.




ELEVATION

NOTES:

1. CONCRETE REINFORCEMENT IN THE WALLS AND BOTTOM SLAB SHALL BE #4 @ 12" ON CENTER BOTH WAYS WITH 3" CLEARANCE
2. CONTRACTOR SHALL TIE 2:1 POND SLOPE GRADING INTO WEIR STRUCTURE
3. CONTRACTOR SHALL PREPARE SUBGRADE PRIOR TO SLAB PLACEMENT AND COMPACT TO 95%




TOP VIEW

WEIR STRUCTURE PA17 (EAST)
N.T.S. (SEE SHT. 26)

Graphic Scale
0 10 20 40
In Feet: 1" = 20'

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Castle Valley Ranch
Preliminary/Final Plat and Development Plan Set PA 17

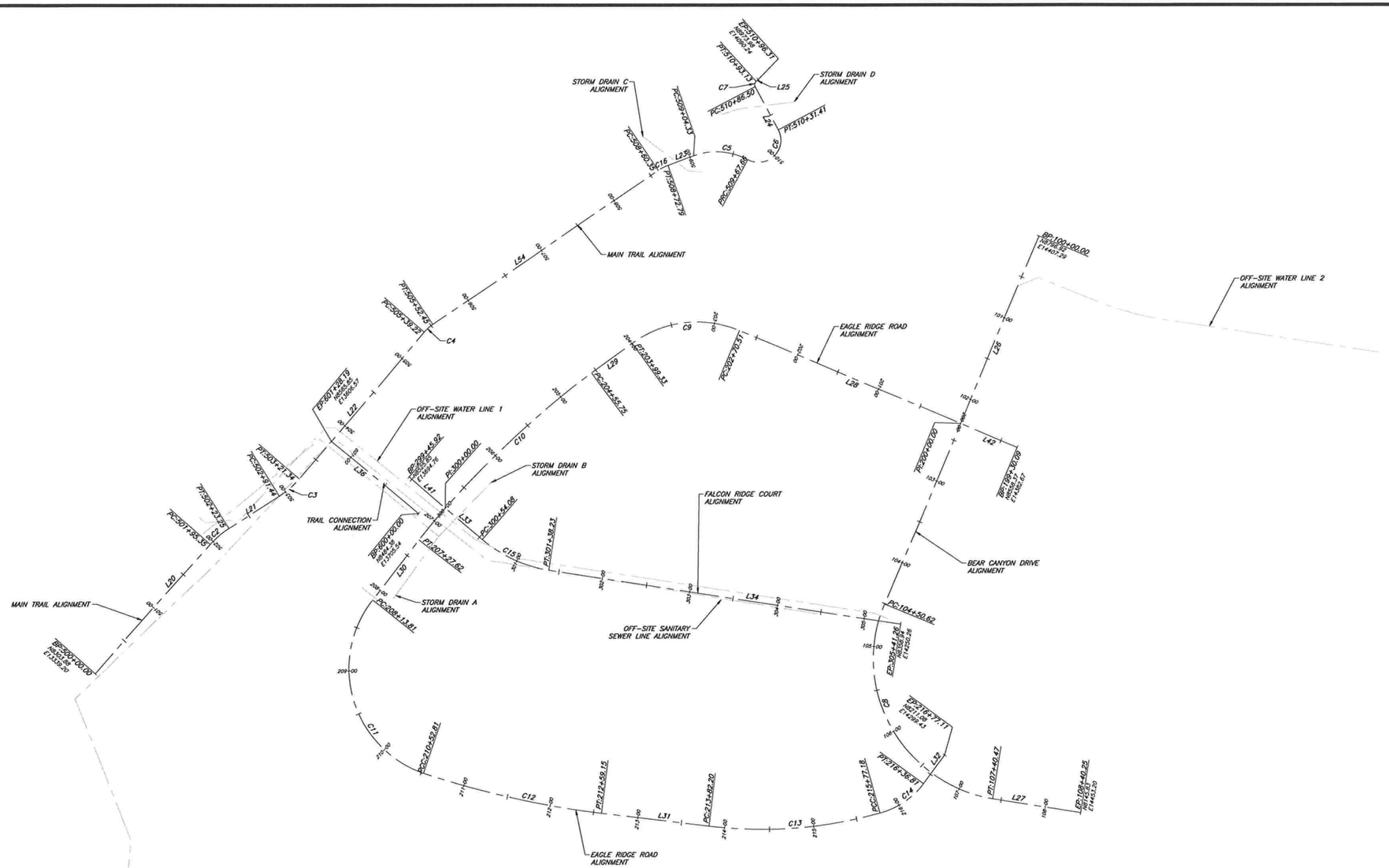
| # | Revision | Date | By: |
|---|---|---|---|
| 1 | Project Milestone: Preliminary Not For Construction | | |

Job No. 2000-109.029
Drawn by: JM
Date: 2.17.22
QC: PE: DJC
File: CVR-Grad&DetPnd

Title: Detention Pond

Dwg No. 10
Of : 47

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| CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | TANGENT | CHORD | BEARING | DELTA |
| C2 | 100.00' | 27.91' | 14.04' | 27.82' | N49°41'58"E | 15° 59' 19" |
| C3 | 100.00' | 29.90' | 15.06' | 29.79' | N49°07'44"E | 17° 07' 47" |
| C4 | 50.00' | 13.22' | 6.65' | 13.19' | N48°08'28"E | 15° 09' 14" |
| C5 | 75.00' | 63.33' | 33.69' | 61.46' | S85°50'24"E | 48° 22' 36" |
| C6 | 25.00' | 63.75' | 82.04' | 47.83' | N45°17'44"E | 146° 06' 21" |
| C7 | 5.00' | 6.63' | 3.90' | 6.15' | N10°13'26"E | 75° 57' 45" |
| C8 | 160.00' | 289.86' | 204.04' | 251.81' | S29°03'22"E | 103° 47' 49" |
| C9 | 125.00' | 128.81' | 70.78' | 123.19' | S83°19'14"W | 59° 02' 36" |
| C10 | 1000.00' | 271.87' | 136.78' | 271.03' | S46°00'38"W | 15° 34' 36" |
| C11 | 125.00' | 239.00' | 177.03' | 204.22' | S16°33'07"E | 109° 32' 53" |
| C12 | 1000.00' | 206.34' | 103.54' | 205.97' | S77°14'14"E | 11° 49' 21" |
| C13 | 500.00' | 194.97' | 98.74' | 193.74' | N85°40'50"E | 22° 20' 33" |
| C14 | 90.00' | 59.63' | 30.96' | 58.55' | N55°31'42"E | 37° 57' 42" |
| C15 | 150.00' | 84.15' | 43.21' | 83.05' | S65°11'12"E | 32° 08' 30" |
| C16 | 50.00' | 12.44' | 6.25' | 12.41' | N62°50'41"E | 14° 15' 13" |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L20 | N41°42'18"E | 195.35' |
| L21 | N57°41'38"E | 68.19' |
| L22 | N40°33'51"E | 217.89' |
| L23 | N69°58'18"E | 31.54' |
| L24 | N27°45'27"W | 55.09' |
| L25 | N48°12'18"E | 3.18' |
| L26 | S22°50'32"W | 450.62' |
| L27 | S80°57'17"E | 99.78' |
| L28 | N67°09'28"W | 270.51' |
| L29 | S53°47'56"W | 56.42' |
| L30 | S38°13'20"W | 86.20' |
| L31 | S83°08'54"E | 123.05' |
| L32 | N36°32'52"E | 40.30' |
| L33 | S49°06'57"E | 54.08' |
| L34 | S81°15'27"E | 403.03' |
| L36 | N50°32'21"W | 128.19' |
| L41 | S49°06'57"E | 54.08' |
| L42 | N67°09'28"W | 69.91' |
| L54 | N55°43'05"E | 307.90' |

Graphic Scale
0 30 60 120
In Feet: 1" = 60'

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# Castle Valley Ranch
## Preliminary/Final Plat and Development Plan Set PA 17

| # | Revision | Date | By |
|---|---|---|---|
| 1 | | | |

Project Milestone: Preliminary Not For Construction

Job No. 2000-109.029
Drawn by: JM
Date: 2.17.23
QC: PE: DJC
File: CVR17-Geometry

Title:
Roadway and Trail Geometry Plan

Dwg No.
11

Of: 47

I:\2000\2000-109\029\Pa17-Emore\H-Dwg\Civil\PS-SheetSet\CVR17-Geometry.dwg Plotted: 2/16/2023 11:08 AM By: Tyson Sillery

| CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | TANGENT | CHORD | BEARING | DELTA |
| C1 | 380.00' | 91.72' | 46.08' | 91.50' | S74°23'47"E | 13° 49' 45" |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N18°22'22"E | 145.53' |
| L2 | N14°11'44"E | 154.67' |
| L3 | N5°20'53"E | 103.00' |
| L4 | N21°43'54"W | 172.00' |
| L5 | N46°14'01"E | 217.00' |
| L6 | N43°27'13"E | 198.35' |
| L7 | S51°23'00"E | 134.09' |
| L8 | S80°45'35"E | 378.63' |
| L9 | N67°31'06"E | 24.14' |
| L10 | S67°28'54"E | 61.09' |
| L11 | S81°18'39"E | 241.89' |
| L12 | S50°51'42"E | 10.00' |
| L13 | N84°08'18"E | 39.67' |
| L14 | N43°08'18"E | 141.17' |
| L15 | N87°08'18"E | 10.27' |
| L16 | S81°15'37"E | 410.68' |
| L17 | S65°30'34"E | 50.53' |
| L18 | S51°28'42"E | 41.38' |
| L19 | S51°23'06"E | 162.39' |
| L37 | N1°05'15"E | 60.00' |
| L38 | N11°17'12"W | 124.00' |
| L39 | N3°10'16"W | 214.42' |
| L40 | S89°22'57"E | 202.98' |
| L43 | S51°23'00"E | 87.02' |
| L46 | S67°28'54"E | 16.19' |

Graphic Scale
0 30 60 120
In Feet 1" = 60'

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Castle Valley Ranch
Preliminary/Final Plat and
Development Plan Set PA 17

| # | Revision | Date | By: |
|---|---|---|---|
| 1 | | | |

Project Milestone: Preliminary Not For Construction

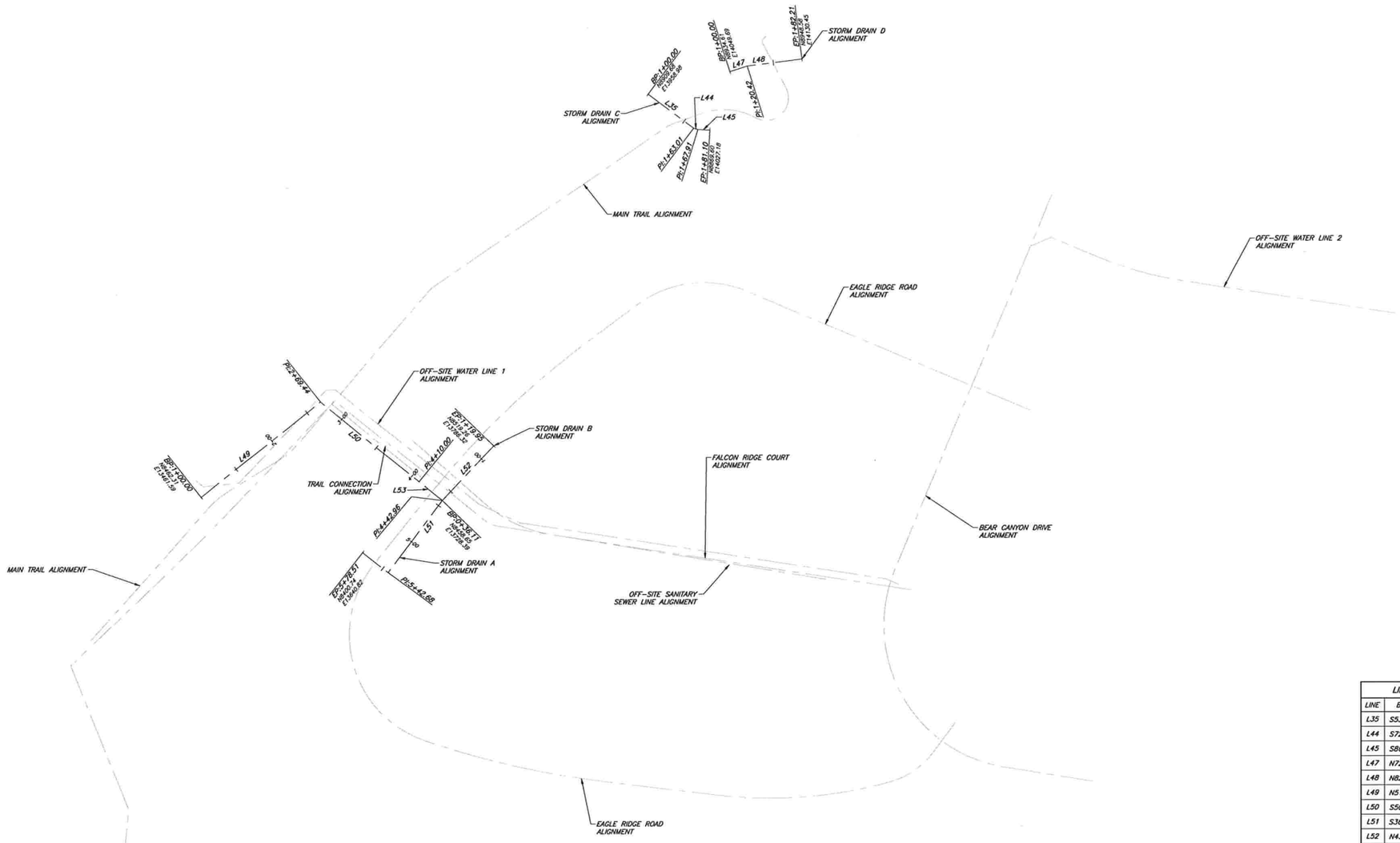
Job No. 2000-109.029
Drawn by: JM
Date: 2.17.22
QC: PE: DJC
File: CVR17-Geometry

Title:
Sanitary Sewer Line and Water Line Geometry Plan

Dwg No.
12

Of: 47

L:\2000\2000-109\029\17-Emore\14-Dwgs\Civil\PS-SheetSet\CVR17-Geometry.dwg Plotted: 2/16/2022 11:08 AM By: Tyson Sillery




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L35 | S53°02'45"E | 63.01' |
| L44 | S72°44'12"E | 4.90' |
| L45 | S86°44'19"E | 13.19' |
| L47 | N72°21'52"E | 20.42' |
| L48 | N82°45'58"E | 61.80' |
| L49 | N51°18'31"E | 169.44' |
| L50 | S50°52'03"E | 140.56' |
| L51 | S36°34'33"W | 99.72' |
| L52 | N43°42'36"E | 83.84' |
| L53 | S50°44'29"E | 32.96' |

Graphic Scale
0 30 60 120
In Feet: 1" = 60'

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Castle Valley Ranch
Preliminary/Final Plat and
Development Plan Set PA 17

| No. | Revision | Date | By: |
|---|---|---|---|
| 1 | Preliminary Not For Construction | | |

Project Milestone: Preliminary Not For Construction

Job No. 2000-109.029
Drawn by: JM
Date: 2.17.22
QC: PE: DJC
File: CVR17-Geometry

Title:
Storm Drain
Geometry Plan

Dwg No.
13
Of: 47

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Graphic Scale
0 10 20 40
In Feet: 1" = 20'

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Preliminary/Final Plat and
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| # | Revision | Date | By: |
|---|---|---|---|
| 1 | | | |

Project Milestone: Preliminary Not For Construction

Job No. 2000-109.029
Drawn by: JM
Date: 2.17.22
QC: PE: DJC
File: CVR17-BearCanRdP&P

Title:
Bear Canyon Drive
Plan and Profile Sta.
100+00 to 105+60

Dwg No.
14

Of: 47

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Graphic Scale
0 10 20 40
In Feet: 1" = 20'

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Castle Valley Ranch
Preliminary/Final Plat and
Development Plan Set PA 17

| # | Revision | Date | By: |
|---|---|---|---|
| 1 | | | |

Project Milestone: Preliminary Not For Construction

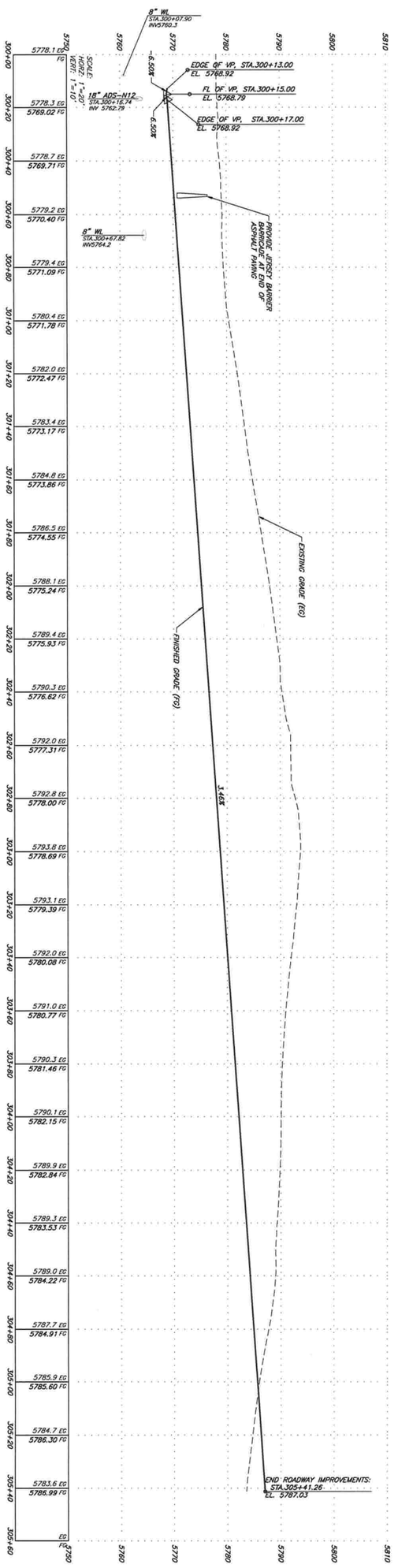
Job No. 2000-109.029
Drawn by: JM
Date: 2.17.22
QC: PE: DJC
File: CVR17-BearCanRdP&P

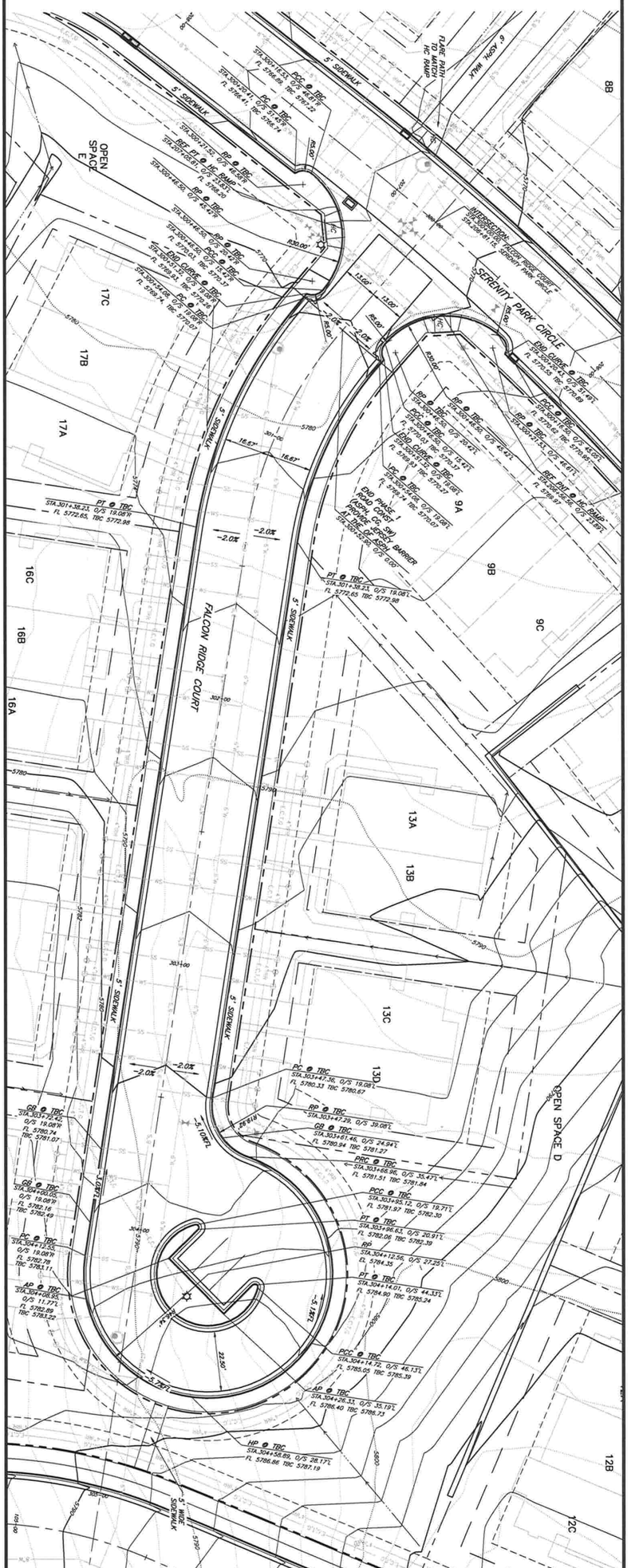
Title:
Bear Canyon Drive
Plan and Profile Sta.
105+60 to 107+80

Dwg No.
15

Of: 47

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Preliminary/Final Plat and
Development Plan Set PA 17

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Graphic Scale
0 20 40
In Feet 1" = 20'

| # | Revision | Date | By: |
|---|---|---|---|
| 1 | | | |

Project Milestone: Preliminary Not For Construction

Job No. 2000-109.005
Date 2.11.22
Drawn by JM
Check by EE
File CVR17-BearCanRdP&P

Title: Falcon Ridge Court Plan and Profile

Dwg No. 16

Of: 47

Graphic Scale
0 10 20 40
In Feet: 1" = 20'

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# Castle Valley Ranch
## Preliminary/Final Plat and Development Plan Set PA 17




| # | Revision | Date | By: |
|---|---|---|---|
| 1 | Project Milestone: Preliminary Not For Construction | | |

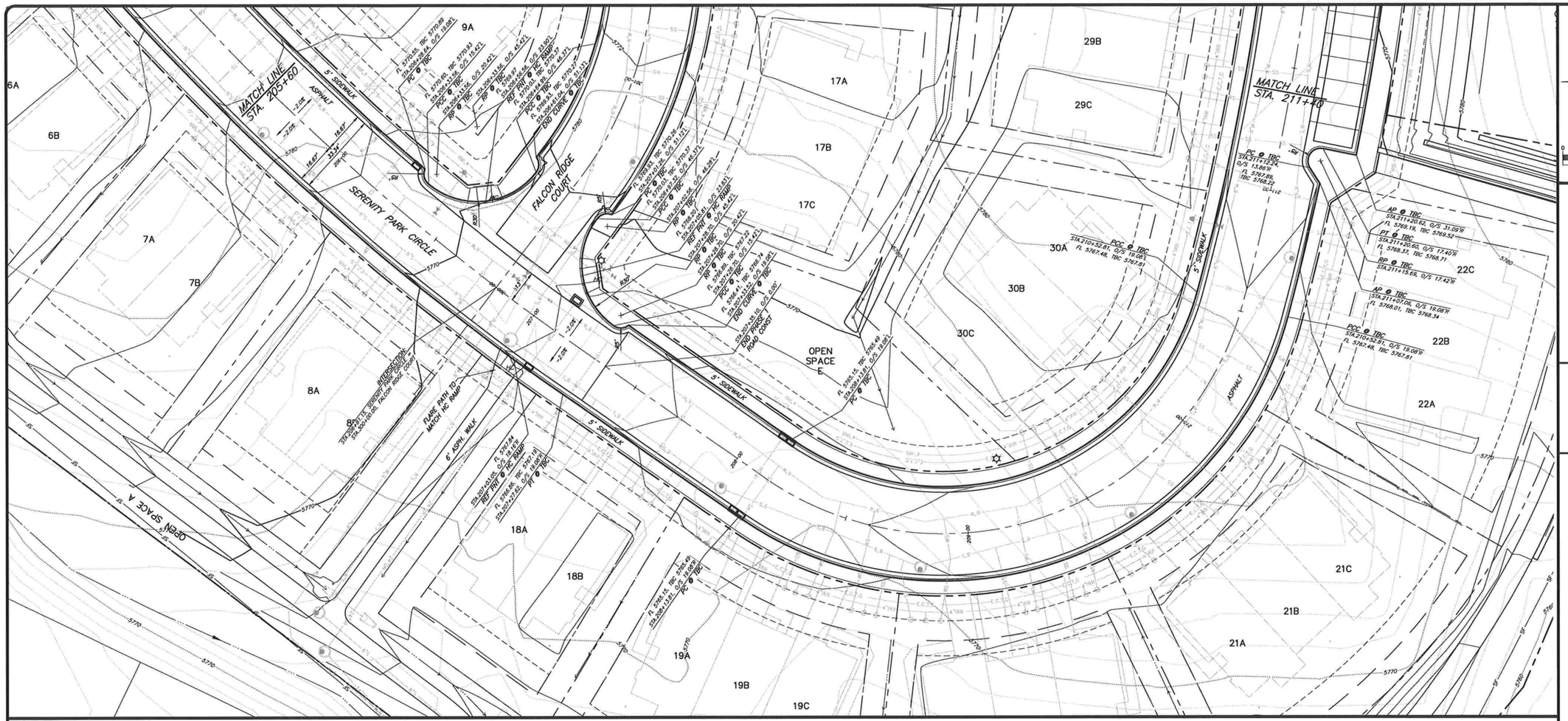
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| Job No. | 2000-109.029 |
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| Date: | 2.17.22 |
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| File: | CVR17-EgRdgRdP&P |

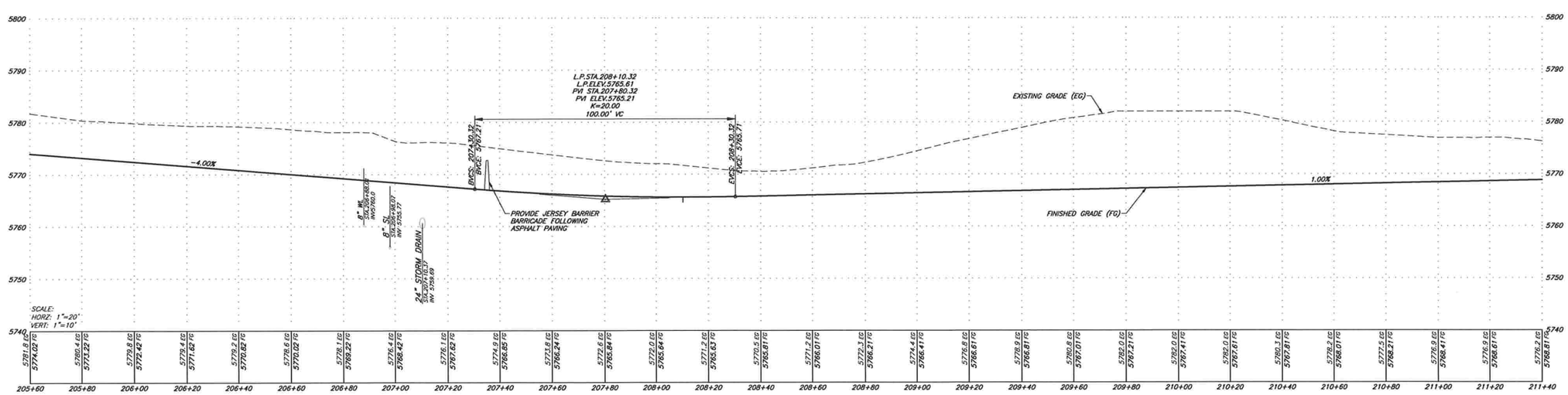
Title:
Serenity Park Circle
Plan and Profile Sta.
200+00 to 205+60

Dwg No.
17

Of: 47

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Graphic Scale
0 10 20 40
In Feet: 1" = 20'

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# Castle Valley Ranch
## Preliminary/Final Plat and Development Plan Set PA 17

| # | Revision | Date | By |
|---|---|---|---|
| 1 | | | |

Project Milestone: Preliminary Not For Construction

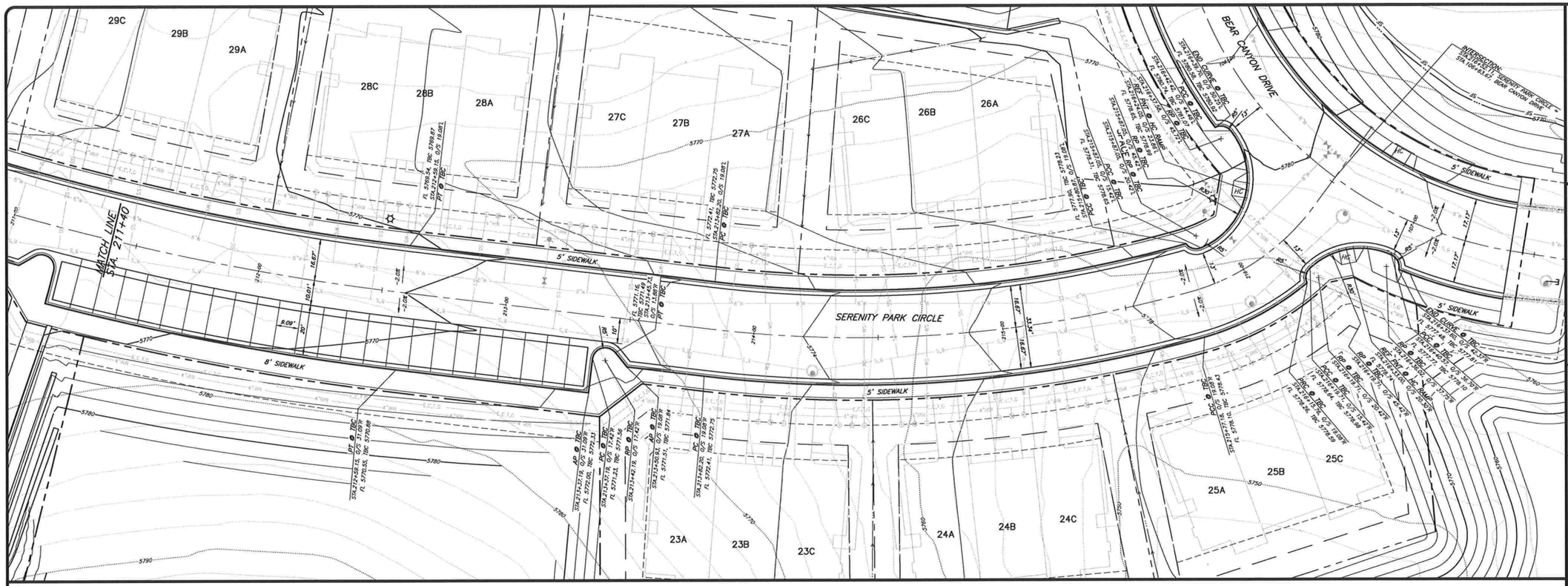
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|---|---|
| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.22 |
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| PE: | |
| File: | CVR17-EgRdgRdP&P |

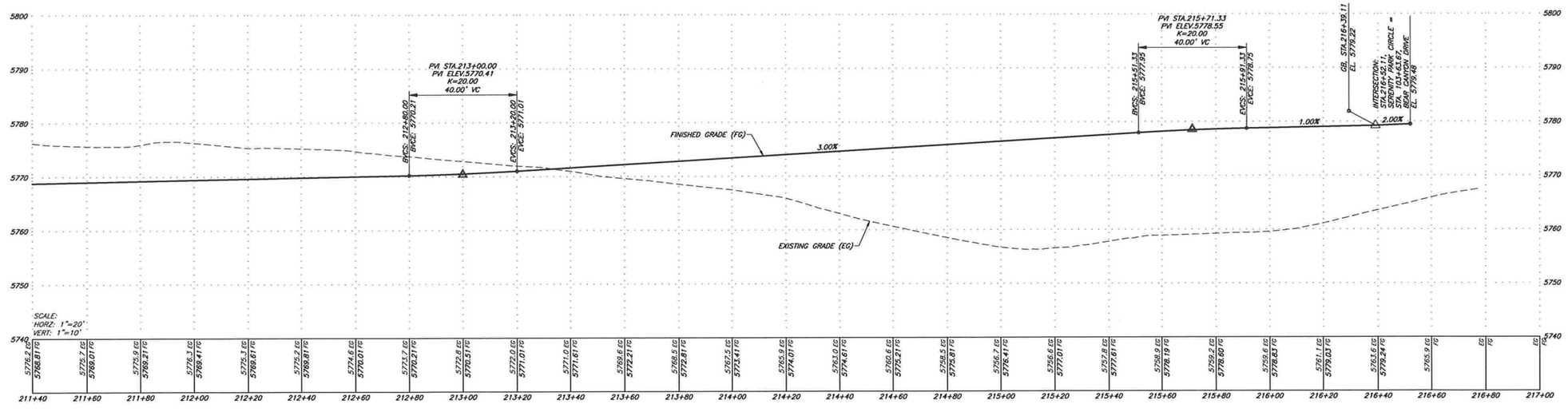
Title:
Serenity Park Circle
Plan and Profile Sta.
205+60 to 211+40

Dwg No.
18

Of: 47

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Graphic Scale
0 10 20 40
In Feet: 1" = 20'

Castle Valley Ranch
Preliminary/Final Plat and
Development Plan Set PA 17

| # | Revision | Date | By |
|---|---|---|---|
| 1 | | | |

Project Milestone: Preliminary Not For Construction

| | |
|---|---|
| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.22 |
| QC: | PE: DJC |
| File: | CVR17-EgRdgRdP&P |

Title:
Serenity Park Circle
Plan and Profile Sta.
211+40 to 216+60

Dwg No.
19

Of: 47

I:\2000\2000--109\GSP\e17--Emerw\H--Dwgs\Civil\PS--SheetSet\CVR17-EgRdgRdP&P.dwg Plotted: 2/18/2022 11:09 AM By: Tyson Sillery

Graphic Scale
0 15 30 60
In Feet: 1" = 30'

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# Castle Valley Ranch
## Preliminary/Final Plat and Development Plan Set PA 17

MATCH TOP BACK OF CURB w/ WALK
PROVIDE SWALE AT MINIMUM 2% TO DIRECT SIDEWALK SHEET FLOW TO EAST
CONNECT NEW 5' ASPH. PED. WALK TO EXISTING CONCRETE SIDEWALK
2' GRAVEL SHOULDER
THRU LANE
PAINTED MEDIAN
THRU LANE
5' ASPH TRAIL
EX EOA
EXIST ASPH
SAWCUT LINE
SEE STRIPING PLAN FOR DETAILS, SHEET 46
EX SW
SAW CUT EXISTING ASPHALT TO PROVIDE A SMOOTH EDGE TO ABUT NEW ASPHALT TO. (FIELD DETERMINE)
CASTLE VALLEY DRIVE
THRU LANE
LEFT TURN LANE
PAINTED MEDIAN
EDGE OF ASPHALT
2' GRAVEL SHOULDER
THRU LANE
R=1232.77' L=233.51'
END SW N8723.97' E1451.42
2' GRAVEL SHOULDER
MATCH EX ROAD
EX EOA
CASTLE VALLEY R.O.W.
OPEN SPACE B
PROVIDE CURB TAPER
PROVIDE CURB TAPER
BEAR CANYON DRIVE
29
30
31
3C
3B
3A
2C
2B
2A
1C
1B
1A
4A

| # | Revision | Date | By: |
|---|---|---|---|
| 1 | Project Milestone: Preliminary Not For Construction | | |

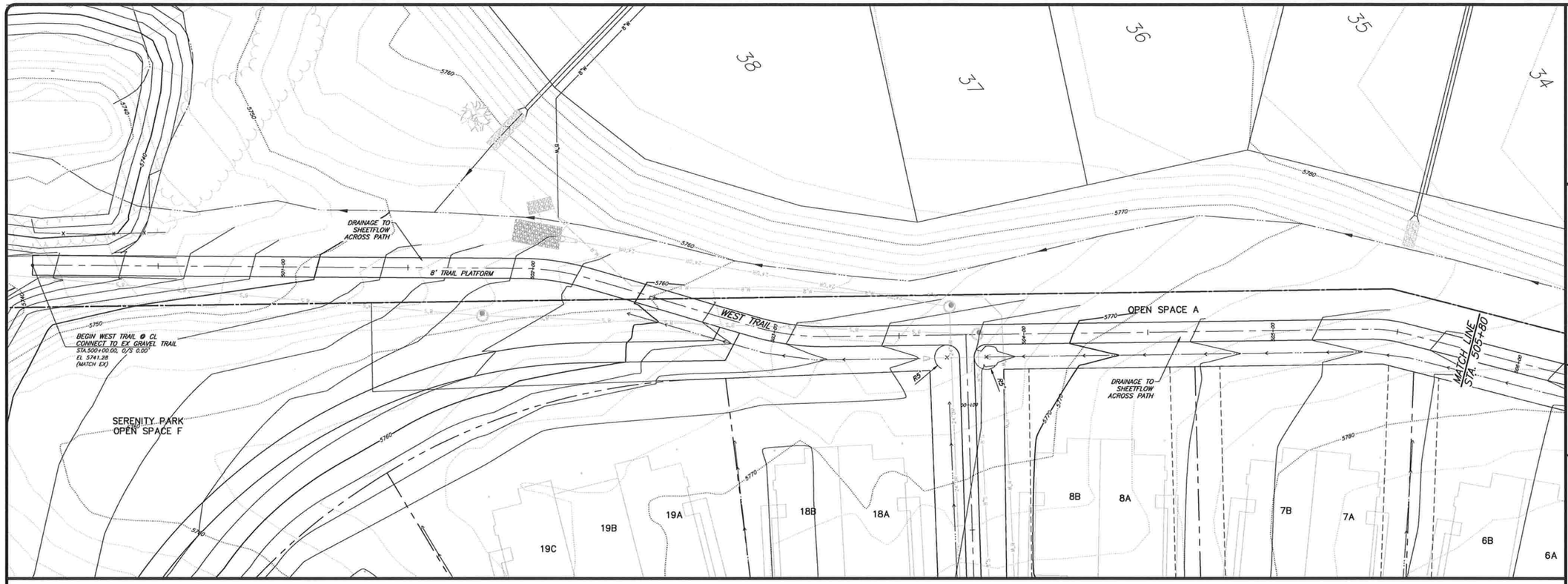
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|---|---|
| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.22 |
| QC: | PE: DJC |
| File: | CVR17-CastleVlyBlvd |

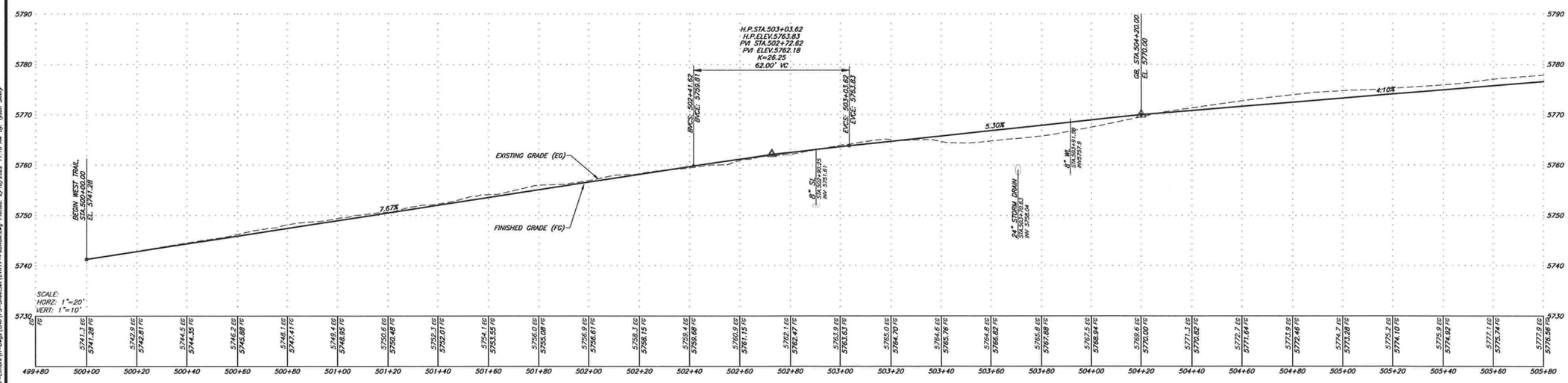
Title: Castle Valley Boulevard

Dwg No. 20

Of: 47

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Graphic Scale
0 10 20 40
In Feet: 1" = 20'

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Castle Valley Ranch
Preliminary/Final Plat and
Development Plan Set PA 17

| # | Revision | Date | By |
|---|---|---|---|
| 1 | Project Milestone: Preliminary Not For Construction | | |

| | |
|---|---|
| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.22 |
| QC: | PE: DJC |
| File: | CVR17-PedWalk |

Title:
West Trail Plan & Profile
Sta. 500+00 to 505+80

Dwg No.
21
Of: 47

I:\2000\2000--109\029Pa17--Emore\H--Dwgs\Civil\PS--SheetSet\CVR17--PedWalk.dwg Plotted: 2/18/2022 11:10 AM By: Tyson Sillery

Graphic Scale
0 10 20 40
In Feet: 1" = 20'

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Castle Valley Ranch
Preliminary/Final Plat and
Development Plan Set PA 17

| # | Revision | Date | By: |
|---|---|---|---|
| 1 | | | |

Project Milestone: Preliminary Not For Construction

| | |
|---|---|
| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.22 |
| QC: | PE: DJC |
| File: | CVR17-PedWalk |

Title:
West Trail Plan & Profile
Sta. 505+80 to 511+00

Dwg No.
22

Of: 47

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Graphic Scale
0 10 20 40
In Feet: 1" = 20'

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Castle Valley Ranch
Preliminary/Final Plat and
Development Plan Set PA 17

| # | Revision | Date | By: |
|---|---|---|---|
| 1 | | | |

Project Milestone: Preliminary Not For Construction

| | |
|---|---|
| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.22 |
| QC: | PE: DJC |
| File: | CVR17-PedWalk |

Title:
Trail Connection
Plan and Profile Sta.
600+.00 to 601+20

Dwg No.
23

Of: 47

I:\2000\2000-109\029\17-Ellman\VI-Dwgs\Civil\PS-SheetSet\CVR17-PedWalk.dwg Plotted: 2/18/2022 11:10 AM By: Tyson Sillery

Graphic Scale
0 30 60 120
In Feet: 1" = 60'

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# Castle Valley Ranch
## Preliminary/Final Plat and Development Plan Set PA 17

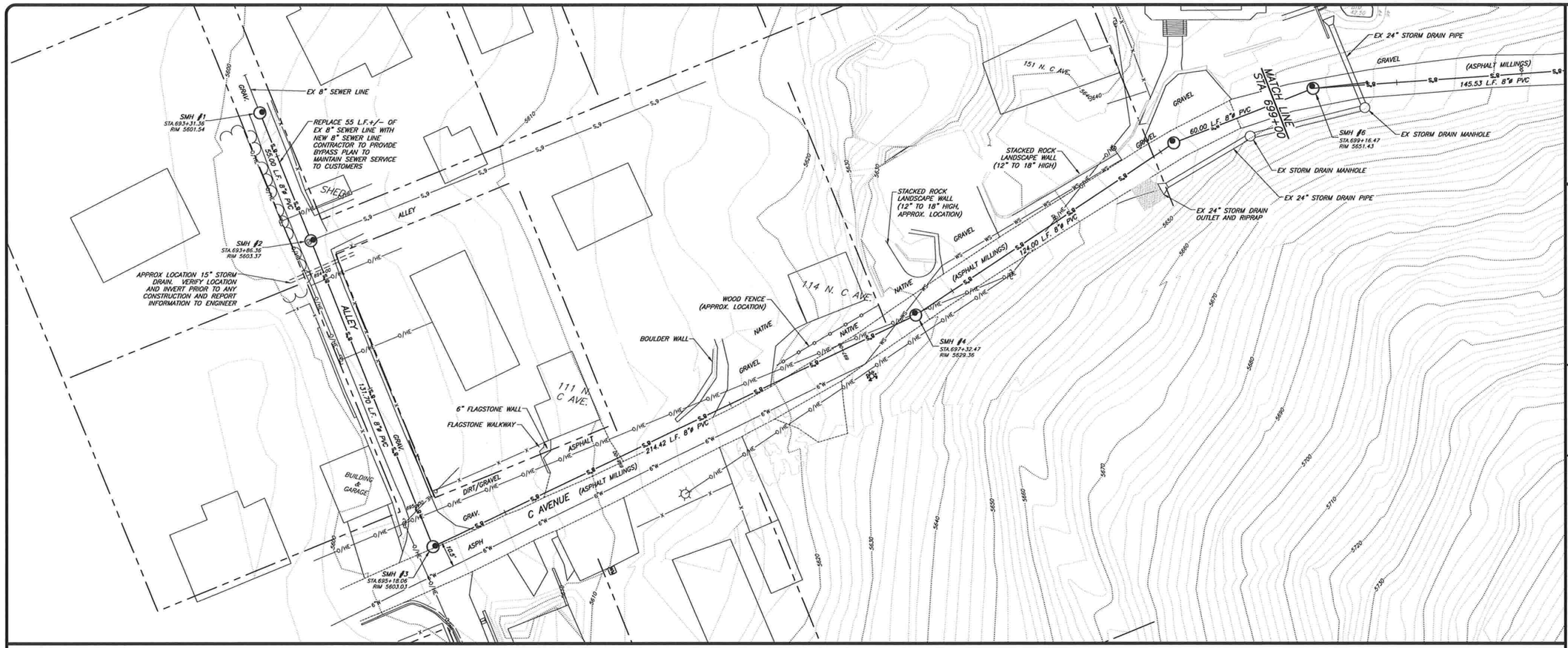
| # | Revision | Date | By |
|---|---|---|---|
| 1 | Project Milestone: Preliminary Not For Construction | | |

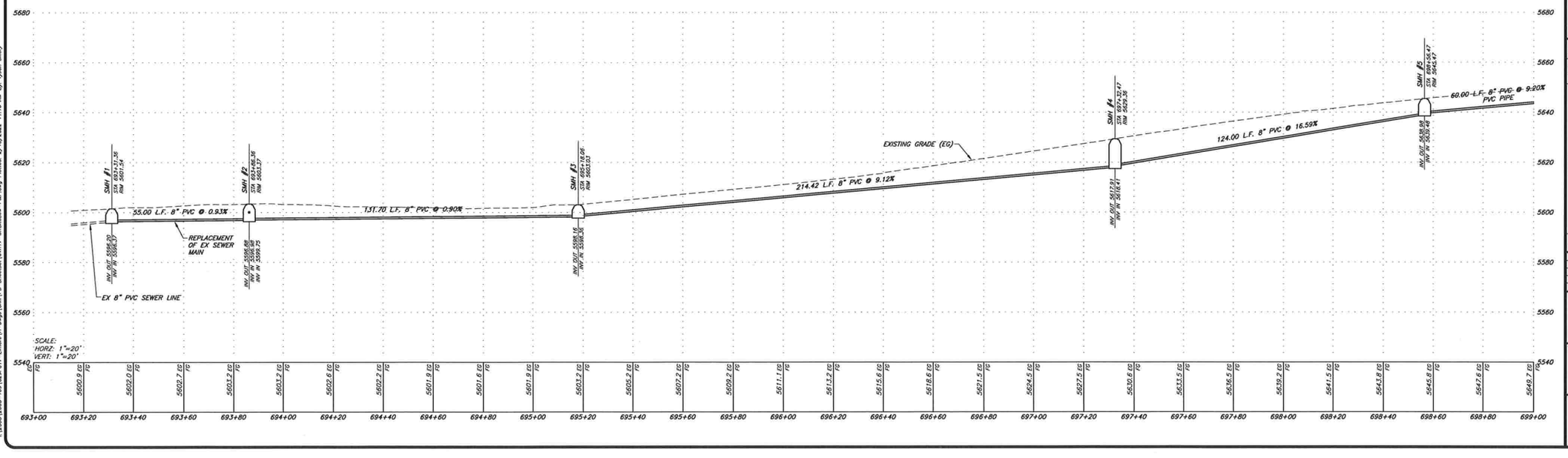
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|---|---|
| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.22 |
| QC: | PE: DJC |
| File: | CVR17-Site |

Title:
Overall Water and Sewer Plan

Dwg No.
24
Of: 47

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Castle Valley Ranch
Preliminary/Final Plat and Development Plan Set PA 17

| # | Revision | Date | By: |
|---|---|---|---|
| 1 | Project Milestone: Preliminary Not For Construction | | |

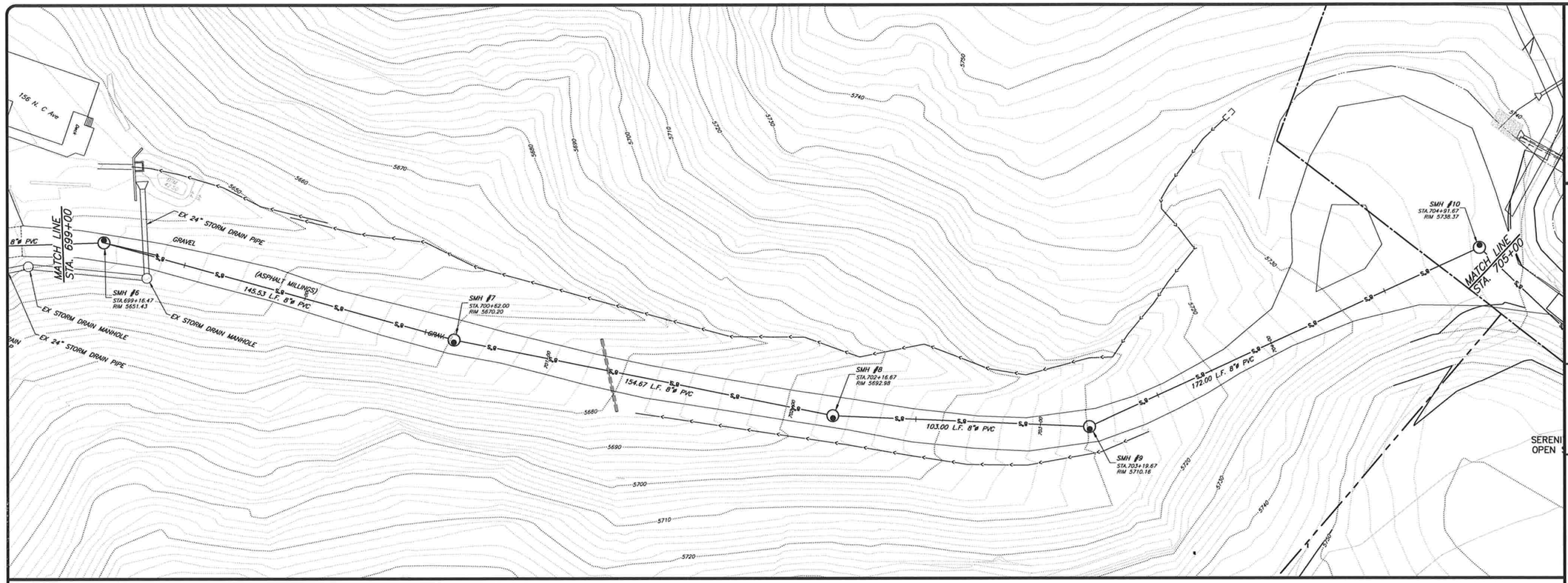
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|---|---|
| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.22 |
| QC: | PE: DJC |
| File: | CVR17-OffSiteSew-P&P |

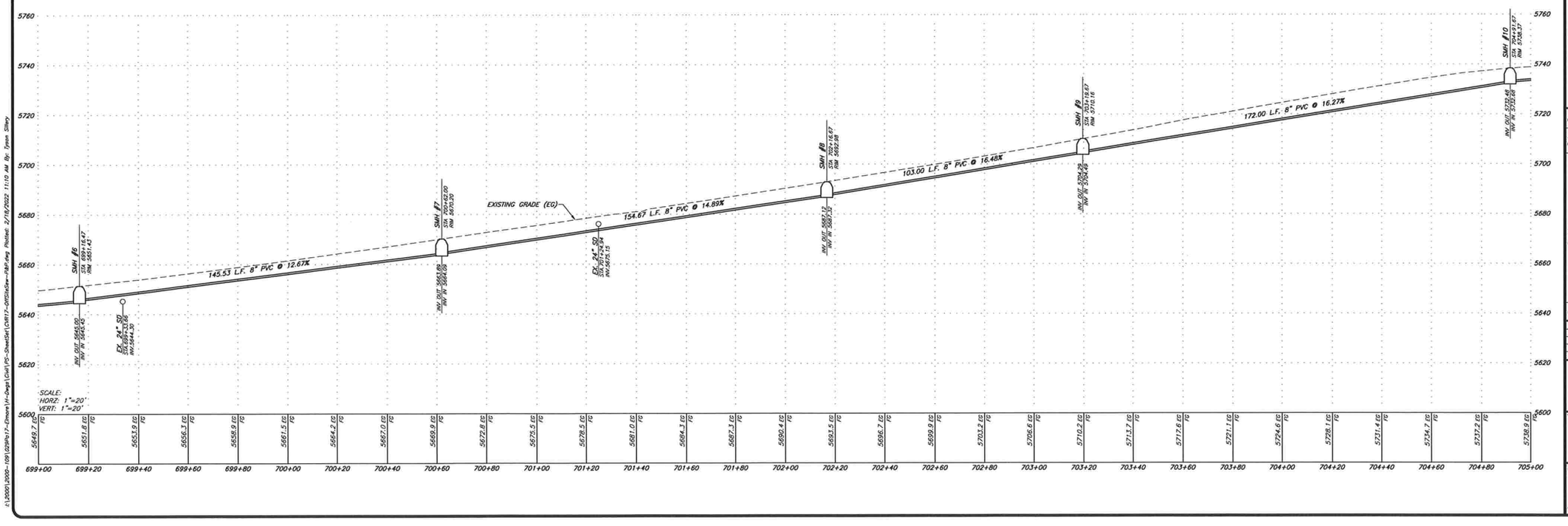
Title:
Off-Site Sewer Plan and Profile Sta. 693+80 to 699+00

Dwg No.
25

Of: 47

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Graphic Scale
0 10 20 40
In Feet: 1" = 20'

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Castle Valley Ranch
Preliminary/Final Plat and
Development Plan Set PA 17

| # | Revision | Date | By: |
|---|---|---|---|
| 1 | Project Milestone: Preliminary Not For Construction | | |

| | |
|---|---|
| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.22 |
| QC: | PE: DJC |
| File: | CVR17-OffSiteSew-P&P |

Title:
Off-Site Sewer Plan and Profile Sta. 699+00 to 705+00

Dwg No.
26

Of: 47

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Graphic Scale
0 10 20 40
In Feet 1" = 20'

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Castle Valley Ranch
Preliminary/Final Plat and
Development Plan Set PA 17

| # | Revision | Date | By: |
|---|---|---|---|
| 1 | | | |

Project Milestone: Preliminary Not For Construction

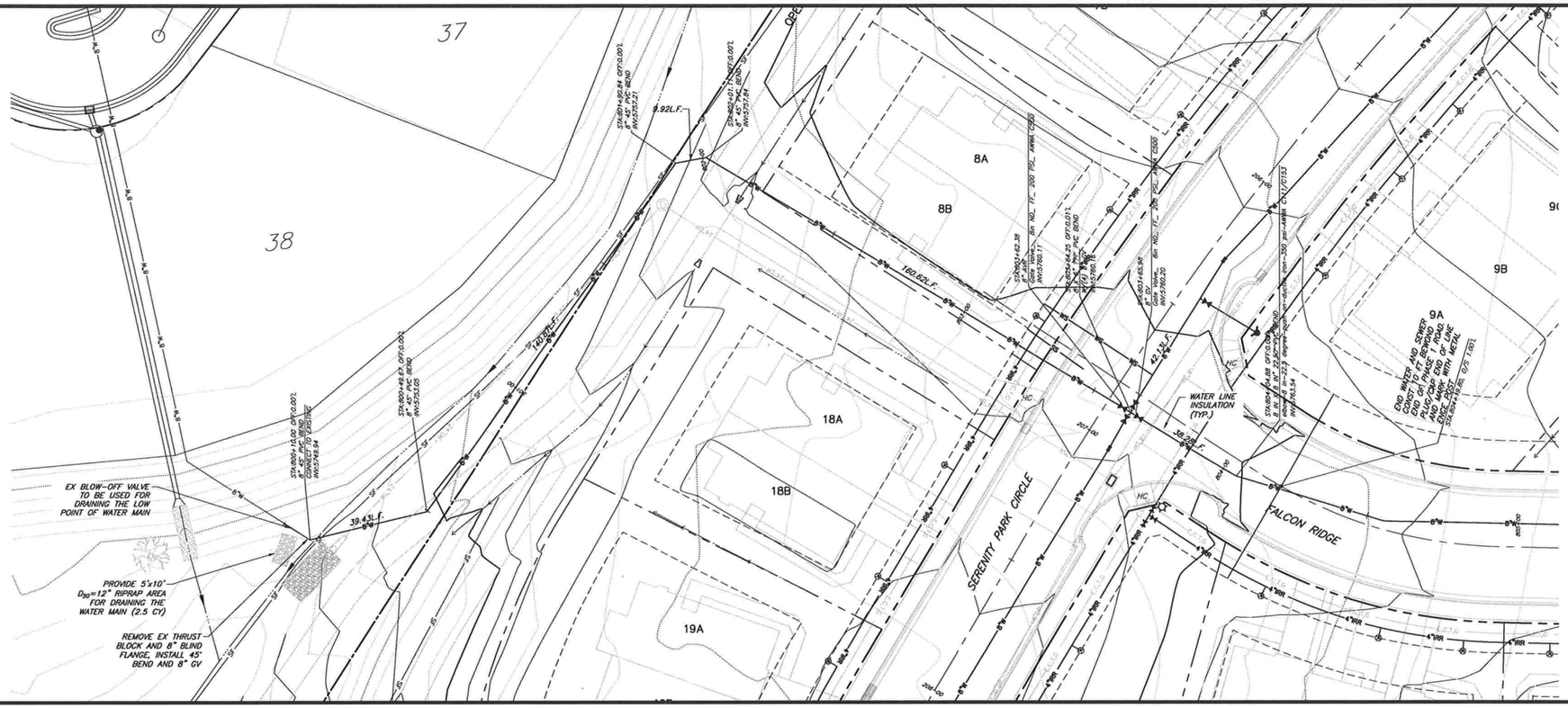
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|---|---|
| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.23 |
| QC: | PE: DJC |
| File: | CVR17-OffSiteSew-P&P |

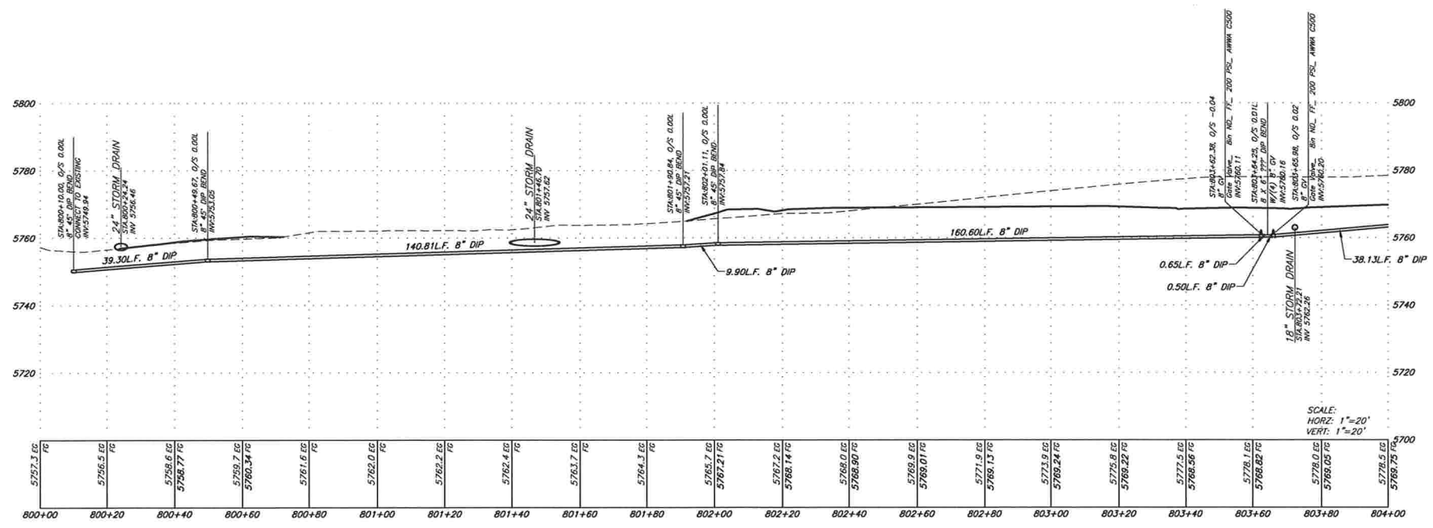
Title:
Off-Site Sewer Plan and Profile Sta. 705+00 to 710+60

Dwg No.
27

Of: 47

J:\2000\2000-109.029\p17-Cmove\14-Engr\Civil\PS-SheetSet\CVR17-OffSiteSew-P&P.dwg Plotted: 2/16/2023 11:16 AM By: Tyson Sillery




Graphic Scale
0 10 20 40
In Feet: 1" = 20'

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Castle Valley Ranch
Preliminary/Final Plat and
Development Plan Set PA 17

| # | Revision | Date | By: |
|---|---|---|---|
| 1 | | | |

Project Milestone: Preliminary Not For Construction

Job No. 2000-109.029
Drawn by: JM
Date: 2.17.22
QC: PE: DJC
File: CVR17-OffSiteWat-P&P

Title:
Off-Site Water 1 Plan and Profile Sta. 800+00 to 804+00

Dwg No.
28

Of: 47

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Graphic Scale
0 10 20 40
In Feet: 1" = 20'

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| # | Revision | Date | By: |
|---|---|---|---|
| 1 | Project Milestone: Preliminary Not For Construction | | |

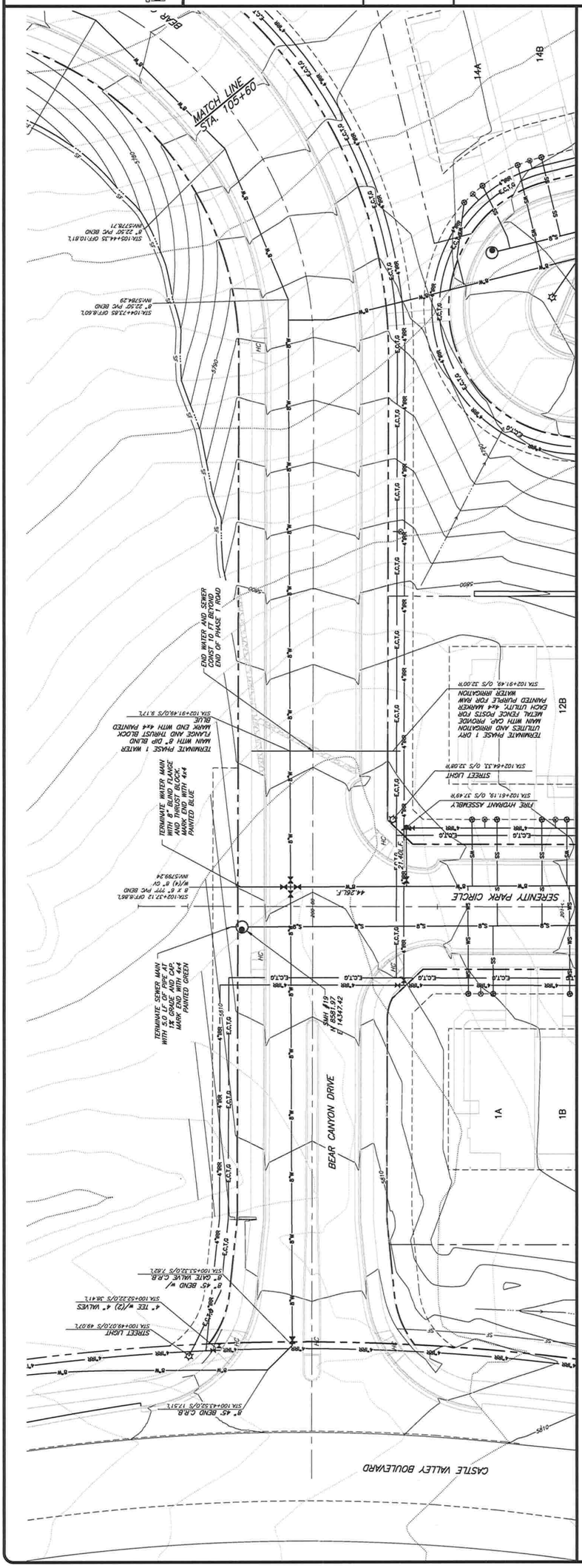
Job No. 2000-109.029
Drawn by: JM
Date: 2.17.22
QC: PE: DJC
File: CVR17-OffSiteWat-P&P

Title:
Off-Site Water 2 Plan and Profile Sta. 900+00 to 904+20

Dwg No.
29

Of: 47

I:\2020\2000-109\029\17-Elmore\Vr-Dwgs\Civil\PS-SheetSet\CVR17-OffSiteWat-P&P.dwg Plotted: 2/18/2022 11:11 AM By: Tyson Sillery




Graphic Scale
In Feet 1" = 20'

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Project Milestone: Preliminary Not For Construction

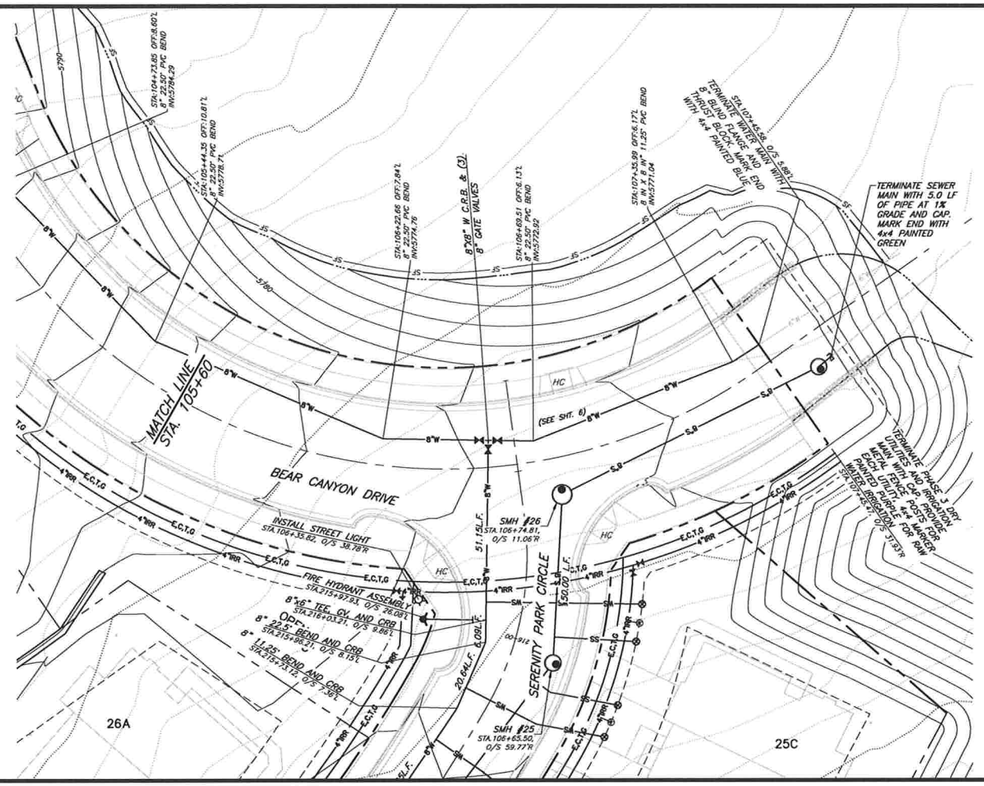
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|---|---|---|---|
| 1 | | | |

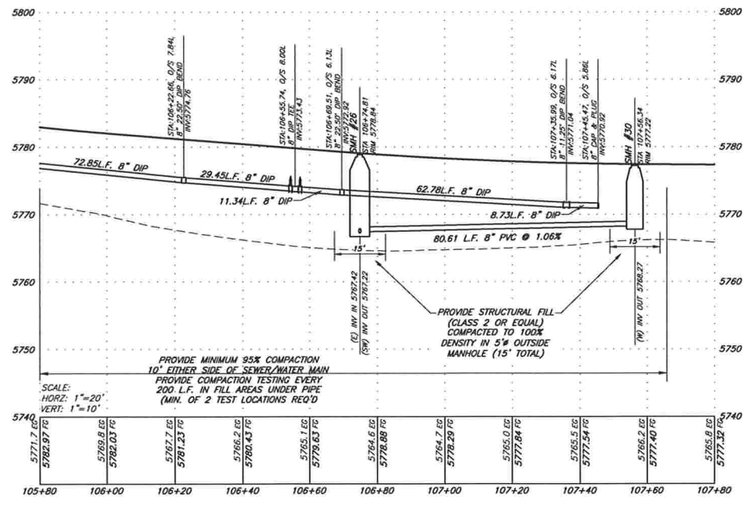
Job No. 2000-109.059
Drawn by: AM
Date: 2.17.20
CC: LFE
File: Cv2017-BearCanyonMP.tif

Title: Bear Canyon Drive
Utilities Plan & Profile
Sta.100+00 to 105+60

Dwg No. 30
Of 47

c:\2000\2000-109\029e17-Elevate\M-Dsgn\Civil\PS-Sheets\Civil7-BearCanyonMP.dwg Plotted: 2/18/2022 11:11 AM By: Tyson Storey




Graphic Scale
0 10 20 40
In Feet: 1" = 20'

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|---|---|---|---|
| 1 | | | |

Project Milestone: Preliminary Not For Construction

Job No. 2000-109.029
Drawn by: JM
Date: 2.17.22
QC: PE: DJC
File: CVR17-BearCanUtilP&P

Title:
Bear Canyon Drive
UtilitiesPlan & Profile
Sta. 105+80 to 107+80

Dwg No.
31

Of: 47

E:\2020\2000-109\029x17-Ellmore\V-Dwgs\Civil\PS-SheetSet\CVR17-BearCanUtilP&P.dwg Plotted: 2/18/2022 11:11 AM By: Tyson Sillery

Graphic Scale
0 10 20 40
In Feet: 1" = 20'

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# Castle Valley Ranch
## Preliminary/Final Plat and Development Plan Set PA 17

| # | Revision | Date | By: |
|---|---|---|---|
| 1 | | | |

Project Milestone: Preliminary Not For Construction

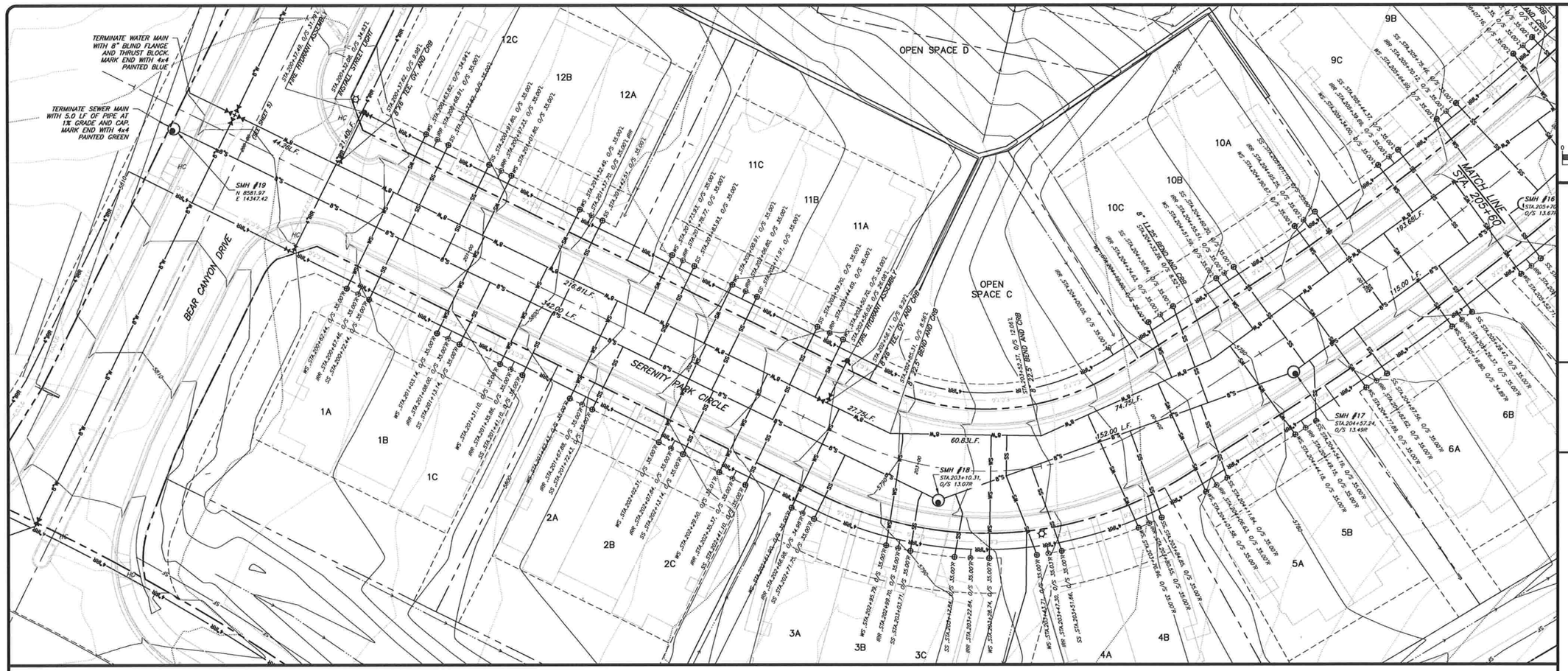
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| Drawn by: | JM |
| Date: | 2.17.22 |
| QC: | PE: DJC |
| File: | CVR17-FalconUtilP&P |

Title:
Falcon Ridge Court
Utilities Plan and Profile

Dwg No.
32

Of: 47

I:\2000\2000-109\029a17-Cmove\H-Dwgs\Civil\PS-SheetSet\CVR17-FalconUtilP&P.dwg Plotted: 2/16/2022 11:12 AM By: Tyson Sillery




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| # | Revision | Date | By: |
|---|---|---|---|
| 1 | Preliminary Not For Construction | | |

Project Milestone:

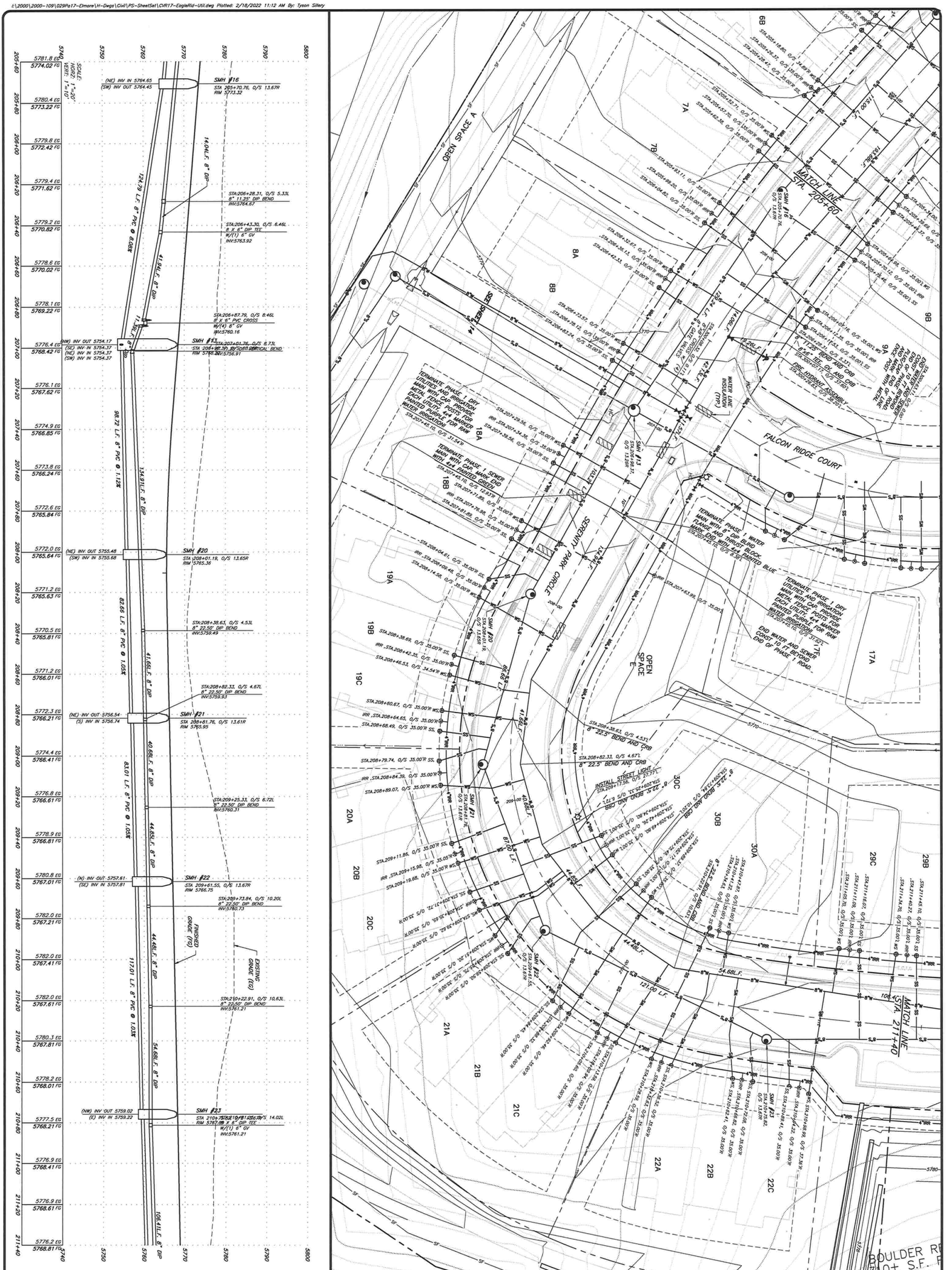
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|---|---|
| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.22 |
| QC: | PE: DJC |
| File: | CVR17-EagleRid-Util |

Title:
Serenity Park Cr.
Utilities Plan & Profile
Sta 200+00 to 205+60

Dwg No.
33

of: 47

I:\2000\2000-109\029\p17-Dmoore\1f-Dwgs\Civil\PS-SheetSet\CVR17-EagleRid-Util.dwg Plotted: 2/18/2022 11:12 AM By: Tyson Sillery




Ctr: 47

34

Title: Serenity Park Cr. Utilities Plan & Profile Sta 205+60 to 210+60

Dwg No.

| # | Revision | Date | By: |
|---|---|---|---|
| 1 | | | |

Job No. 2000-109.03
Drawn by: JM
Date: 2.17.22
File: CVR17-EagleRid-Util

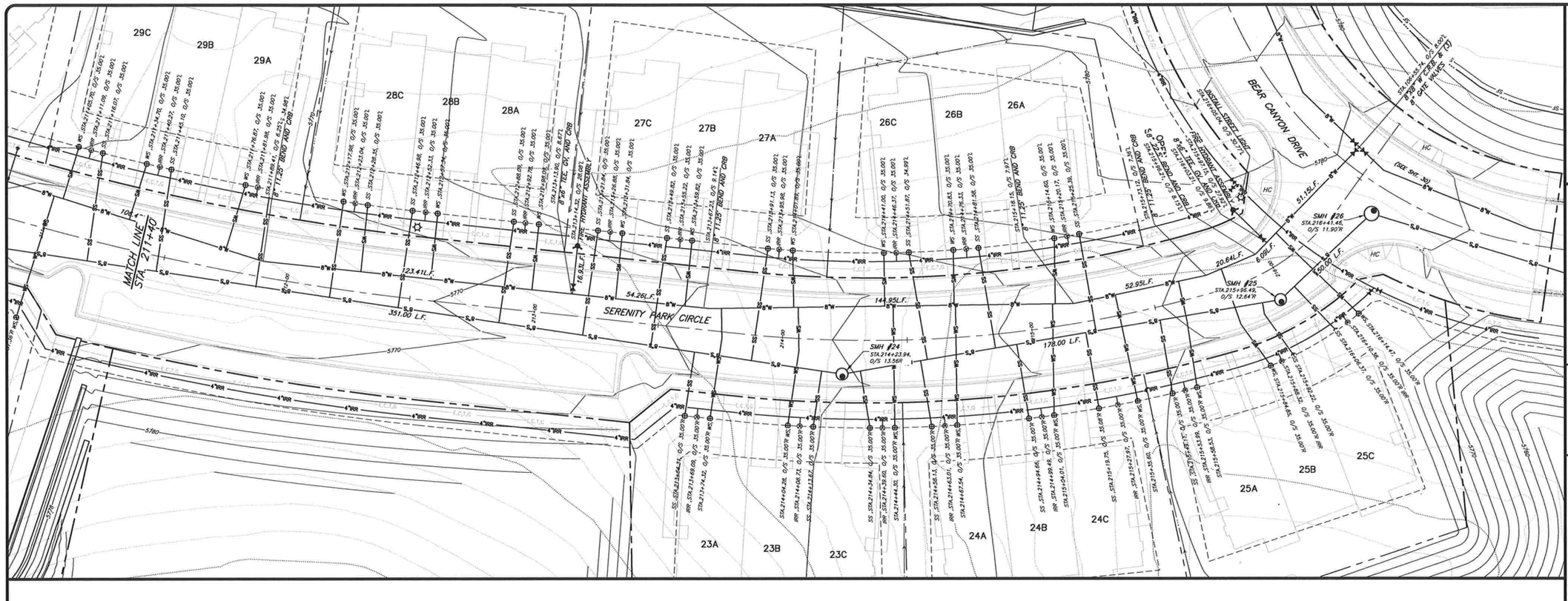
Project Milestone: Preliminary Not For Construction

# Castle Valley Ranch

## Preliminary/Final Plat and Development Plan Set PA 17

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Graphic Scale
In Feet 1" = 20'




Graphic Scale
0 10 20 40
In Feet: 1" = 20'

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Castle Valley Ranch
Preliminary/Final Plat and
Development Plan Set PA 17

| # | Revision | Date | By: |
|---|---|---|---|
| 1 | Project Milestone: Preliminary Not For Construction | | |

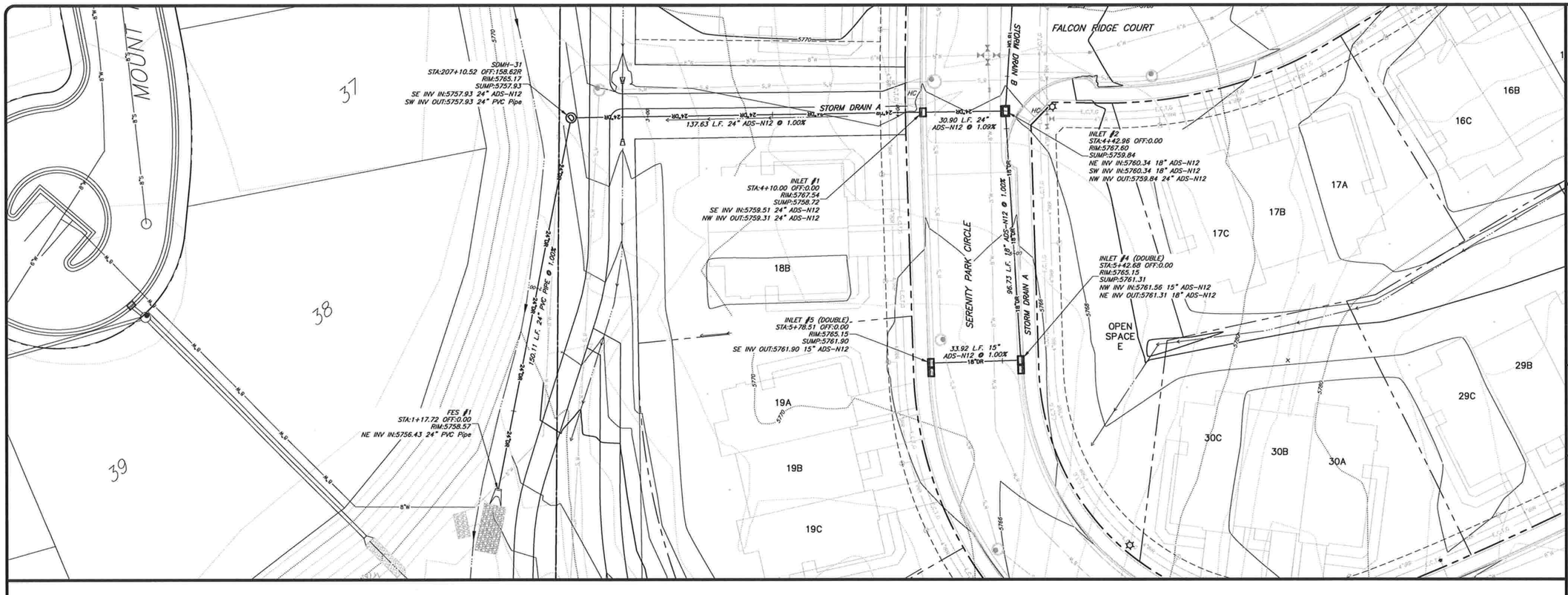
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| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.22 |
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| File: | CVR17-EagleRd-Util |

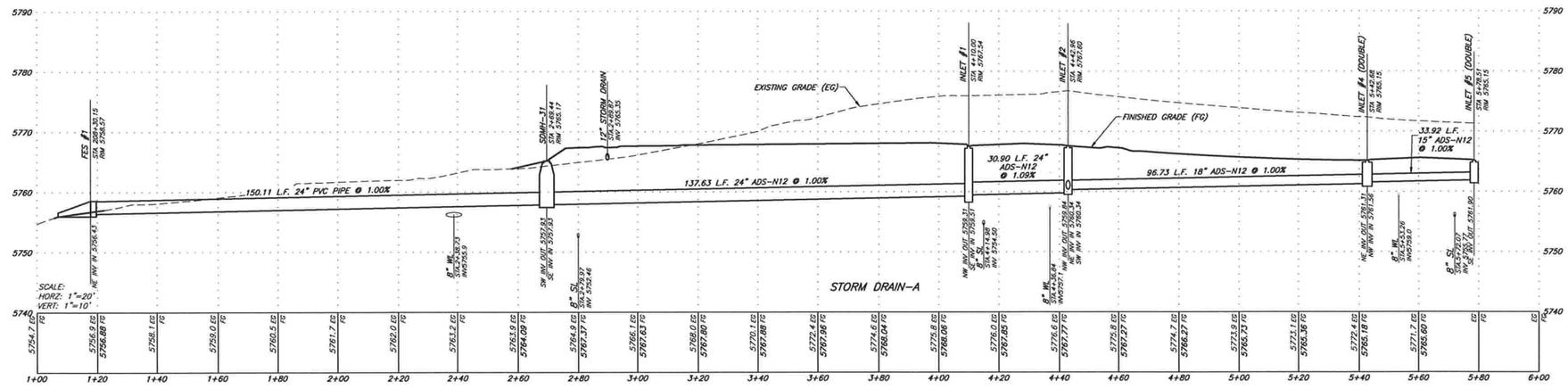
Title:
Serenity Park Cr.
Utilities Plan & Profile
Sta 210+60 to 216+60

Dwg No.
35

Of: 47

I:\2020\2000-109\029\Pa17-Elmore\VI-Dwgs\Civil\PS-Sheets\st\CVR17-EagleRd-Util.dwg Plotted: 2/18/2022 11:12 AM By: Tyson Silsby




Graphic Scale
0 10 20 40
In Feet: 1" = 20'

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# Castle Valley Ranch
## Preliminary/Final Plat and Development Plan Set PA 17

| # | Revision | Date | By: |
|---|---|---|---|
| 1 | Project Milestone: Preliminary Not For Construction | | |

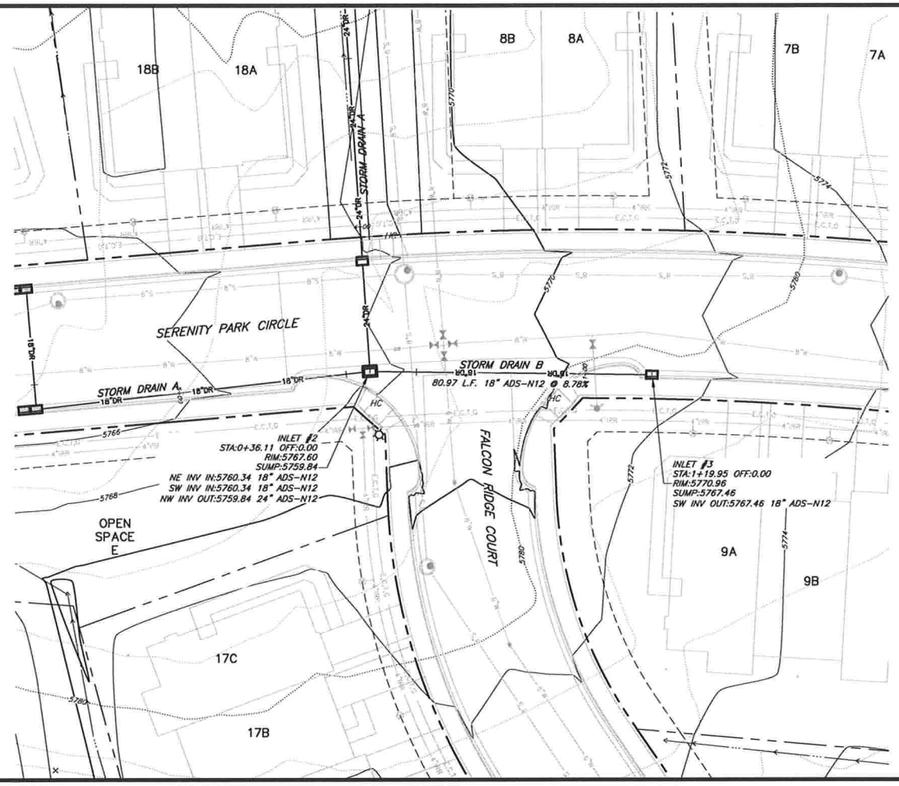
Job No. 2000-109.029
Drawn by: JM
Date: 2.17.22
QC: PE: DJC
File: CVR17-StormDrainP&P

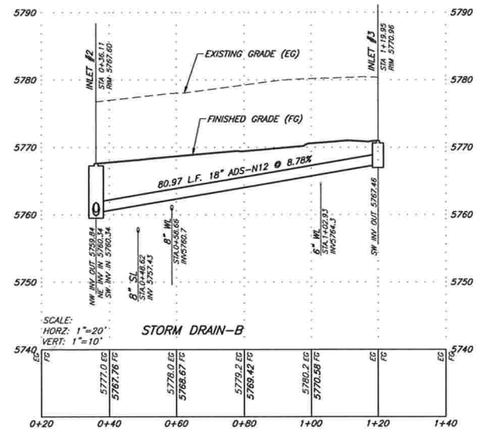
Title:
Storm Drain A
Plan and Profile

Dwg No.
36

Of: 47

I:\2000\2000-109\029\Ply17-Ellmore\Vr-Dwgs\Civil\PS-Sheet Set\CVR17-StormDrainP&P.dwg Plotted: 2/18/2022 11:13 AM By: Tyson Sillery




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Graphic Scale
0 ## ## ##
In Feet: 1" = ##'

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Preliminary/Final Plat and
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| # | Revision | Date | By: |
|---|---|---|---|
| 1 | | | |

Project Milestone: Preliminary Not For Construction

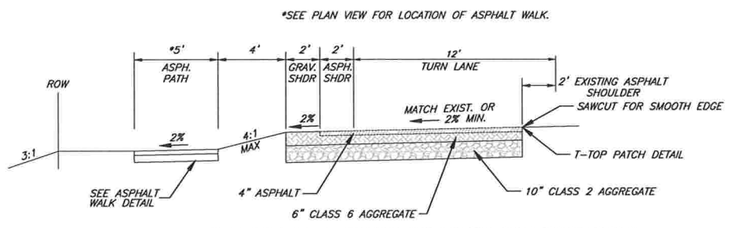
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|---|---|
| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.22 |
| QC: | PE: DJC |
| File: | CVR17-StormDrainP&P |

Title:
Storm Drain B
Plan and Profile

Dwg No.
37

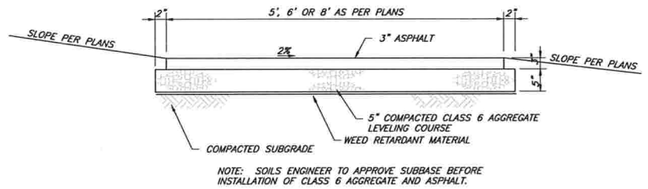
Of: 47

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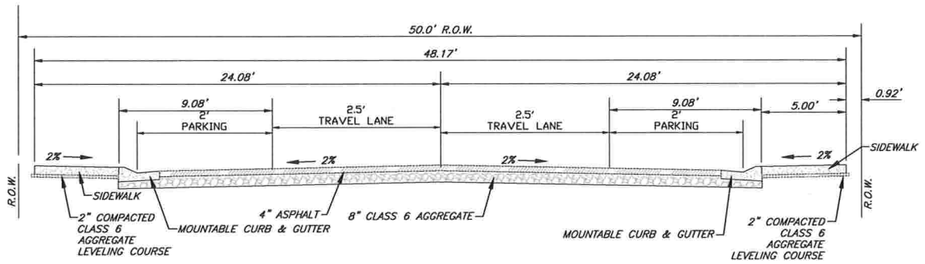

## CASTLE VALLEY BLVD.-TURN LANE WIDENING

SCALE: 1" = 4'-0"



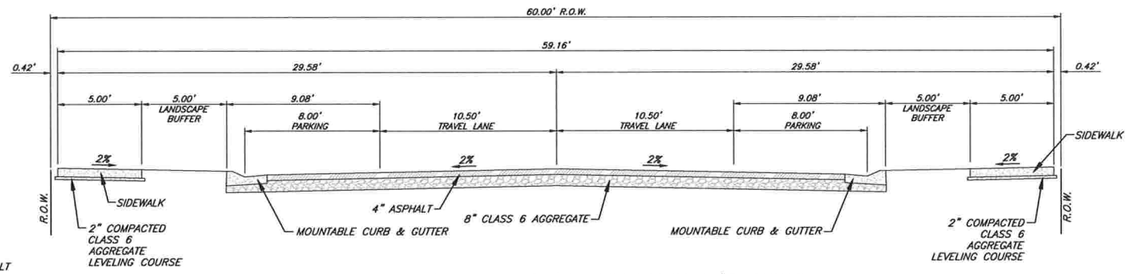

## ASPHALT WALK

NOT TO SCALE



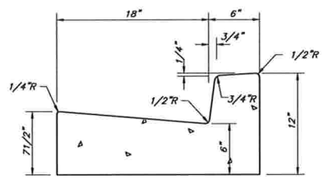

## EAGLE RIDGE ROAD & FALCON RIDGE CT. 10.0' TRAVEL LANES W/ PARKING

SCALE: 1" = 4'-0"



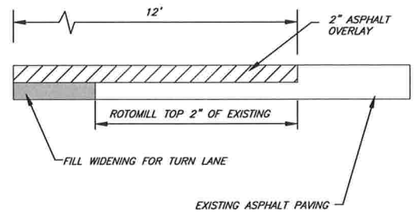

## BEAR CANYON DRIVE 10.5' TRAVEL LANES W/ PARKING

SCALE: 1" = 4'-0"



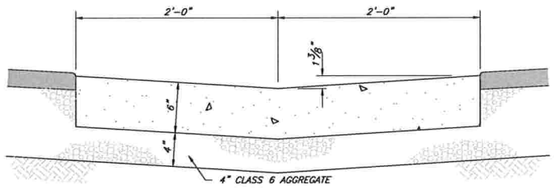

## STANDARD 24" CURB & GUTTER

SCALE: 1 1/2"= 1'-0"



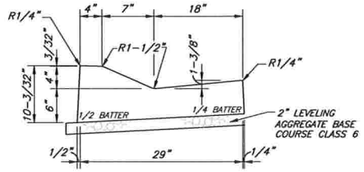

## T-TOP PATCH DETAIL

NOT TO SCALE




## VALLEY PAN DETAIL

SCALE: 1½"= 1'-0"

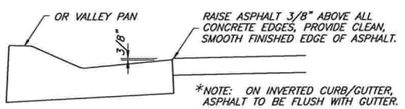



THIS MOLD IS BUILT WITH 1/4" PER FOOT SLOPE ON TOP OF CURB (SAME AS MONOLITHIC MOLD 66-2633M).

CURB JOINT: CONTRACTION = 8'-0"
INTERVALS: EXPANSION = 100'-0"

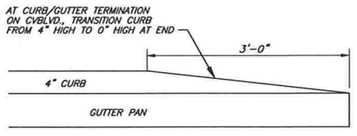
## MOUNTABLE CURB & GUTTER

SCALE: 1" = 1'-0"



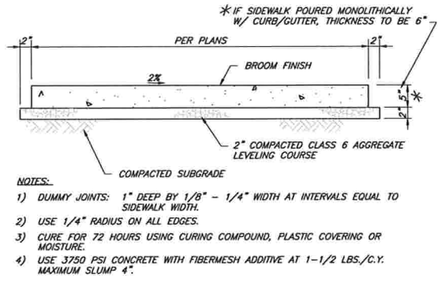

## TYP. ASPHALT/CONCRETE CONNECTION

SCALE: 1" = 1'-0



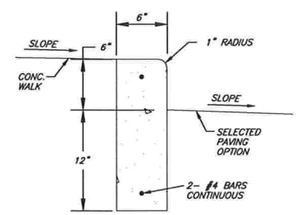

## CURB/GUTTER TERMINATION DETAIL

NOT TO SCALE




## CONCRETE SIDEWALK

NOT TO SCALE




## CURB DETAIL

SCALE: 1 1/2"= 1'-0"

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|---|---|---|---|
| 1 | Project Milestone: Preliminary Not For Construction | | |

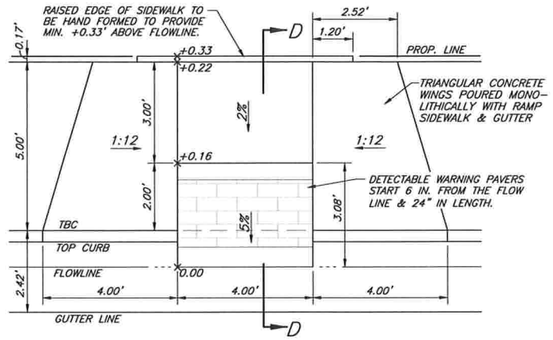
| | |
|---|---|
| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.22 |
| QC: | PE: DJC |
| File: | CVR17-RoadDets |

Title: Roadway Details

Dwg No. 38

Of: 47

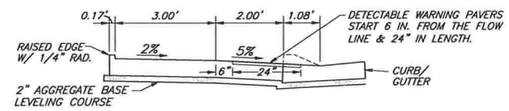
K:\2000\2000-109\02Plat17-Ehmere\H-Engr\Civil\PS-SheetSet\CVR17-RoadDets.dwg Plotted: 2/16/2022 11:13 AM By: Tyson Sillery




## HANDICAP RAMP STRAIGHT SECTION @ 5' SIDEWALK

SCALE: 1"= 2'

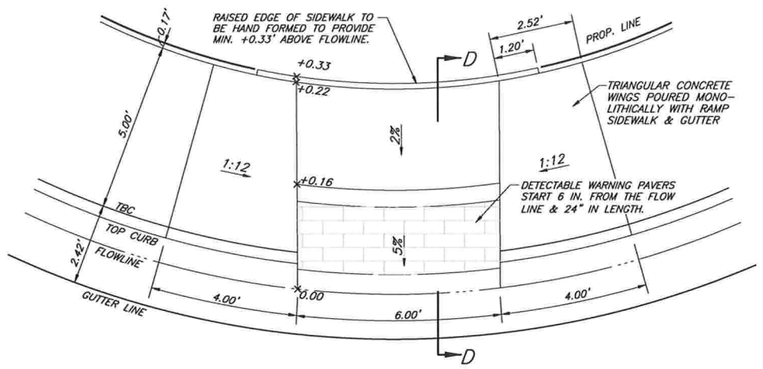
NOTES:
1. DIMENSIONS MAY BE ALTERED TO AVOID OBSTRUCTIONS WITH ENGINEER'S APPROVAL.
2. SURFACE OF RAMP TO HAVE COARSE BROOM FINISH.
3. TRUNCATED DOME SYSTEM: ENGINEERED PLASTIC INC. 1-800-682-2525, OR EQUAL




NOTE: HANDICAP RAMPS SHALL BE 6" THICK CONCRETE ALL OTHER CONCRETE FLATWORK SHALL BE 5" THICK. AGGREGATE BASE FOR 4" CONCRETE FLATWORK SHALL BE 2" COMPACTED CLASS 6 AGGREGATE.

## SECTION D-D

SCALE: 1"= 2'



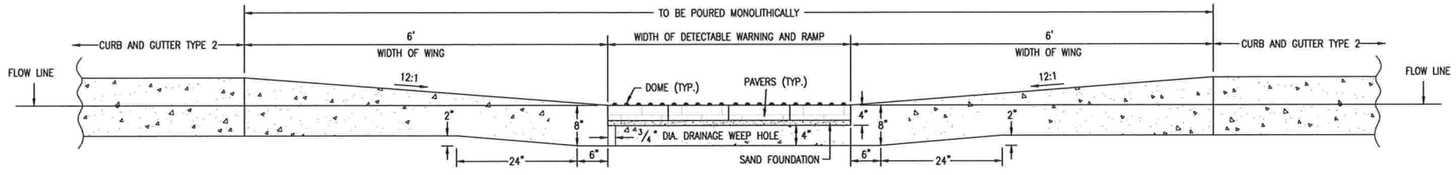

## HANDICAP RAMP CURVED SECTION & 5' SIDEWALK

SCALE: 1"= 2'

GENERAL NOTES

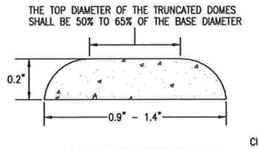
1. THE DETECTABLE WARNINGS SHALL BE INSTALLED AT SIDEWALK/STREET TRANSITIONS. THEY SHALL BE MADE IN PAVER FORM WITH A TRUNCATED DOME SURFACE. THE DOMES SHALL BE PLACED IN A SQUARE GRID, ALIGNED IN THE DIRECTION OF TRAVEL.
2. THE TOP OF THE DRAINAGE WEEP HOLE SHALL BE LOCATED AT THE LOWEST POINT OF THE DETECTABLE WARNING WELL.
3. ALL DETECTABLE WARNING AREAS SHALL START 6 INCHES FROM THE FLOW LINE OF THE CURB, AND BE 24 INCHES IN DEPTH, AND COVER THE COMPLETE WIDTH OF THE RAMP AREA ONLY.
4. THE DETECTABLE WARNING AREA SHALL BE INCLUDED IN THE COST OF THE CONCRETE CURB RAMP.

DETECTABLE WARNING PAVERS WITH A TRUNCATED BRICK SURFACE.

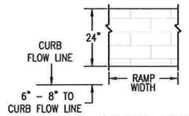



## FRONT SECTION VIEW OF DETECTABLE WARNING, WELL, CURB, AND GUTTER

NOT TO SCALE

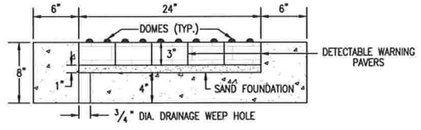



ELEVATION VIEW

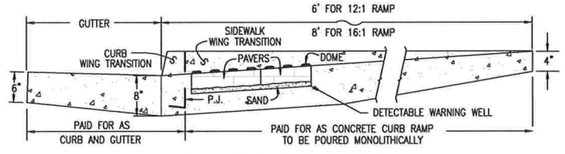



PLAN VIEW

DOME AND DETECTABLE WARNING DETAILS

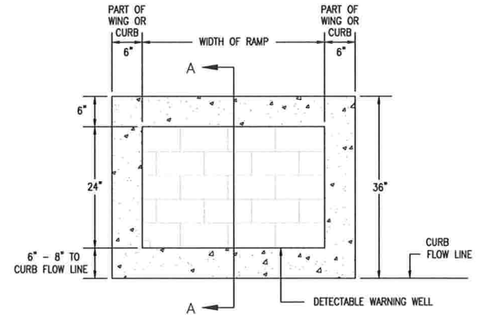



SECTION A-A




## SIDE SECTION VIEW OF DETECTABLE WARNING, WELL, CURB, AND GUTTER

P.J. = PERMISSIBLE JOINT WITH EPOXY-COATED DEFORMED NO. 4 BY 18 IN. BARS CONFORMING TO AASHTO M 284 AT 18 IN. SPACING.




## PLAN VIEW OF DETECTABLE WARNING AND WELL

(PAVERS NOT DRAWN TO SCALE)

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Preliminary/Final Plat and
Development Plan Set PA 17

| Revision | Date | By: |
|---|---|---|
| | | |

Project Milestone: Preliminary Not For Construction

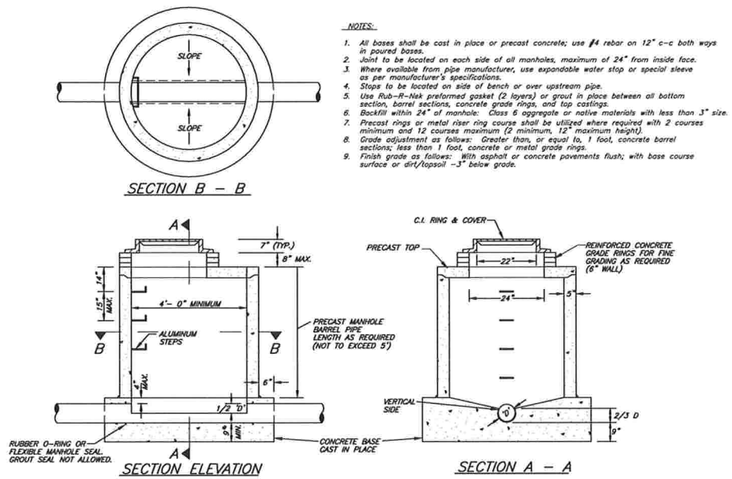
Job No. 2000-109.029
Drawn by: JM
Date: 2.17.22
QC: PE: DJC
File: CVR17-SideWkDet

Title: Sidewalk Details

Dwg No. 39

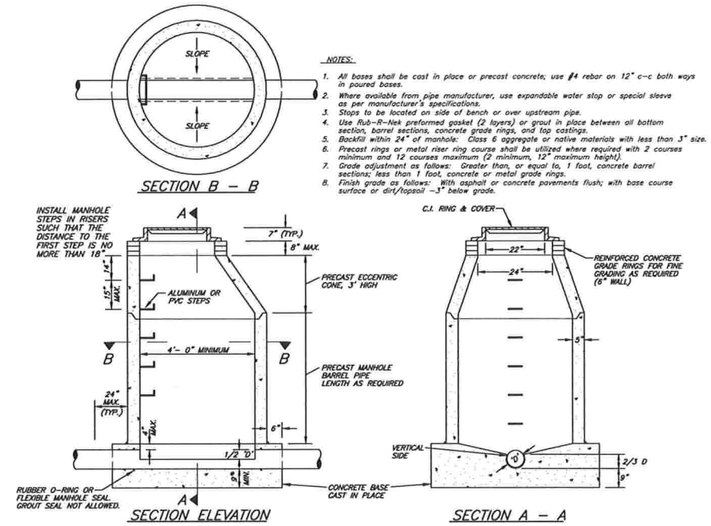
Of: 47

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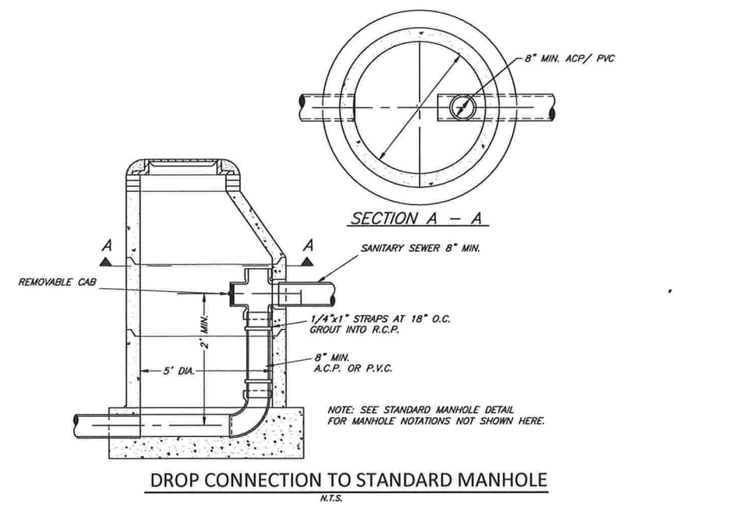

## SHALLOW MANHOLE DETAIL

N.T.S.



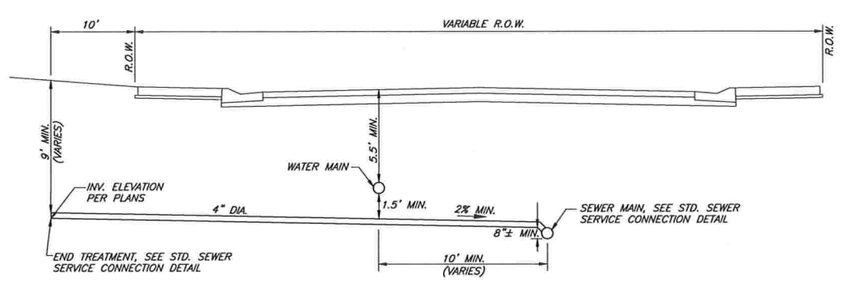

## STANDARD MANHOLE DETAIL

N.T.S.



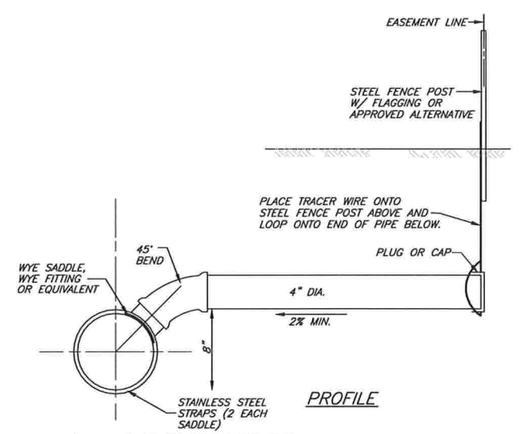

## DROP CONNECTION TO STANDARD MANHOLE

N.T.S.




## SEWER SERVICE PASSING UNDER WATER MAIN

SCALE: 1"= 4'




1) IN-LINE WYE FOR NEW CONSTRUCTION.
2) WYE SADDLE FOR OTHER SERVICES.
3) BACKFILL UNDER WYE TO BE SCREENED ROCK OR CLASS 6 AGGREGATE, 95% COMPACTION DENSITY PER ASTM D-698.
4) MINIMUM COVER – 5 FEET.

## STANDARD SEWER SERVICE CONNECTION DETAIL

N.T.S.

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Development Plan Set PA 17

| # | Revision | Date | By |
|---|---|---|---|
| 1 | Project Milestone: Preliminary Not For Construction | | |

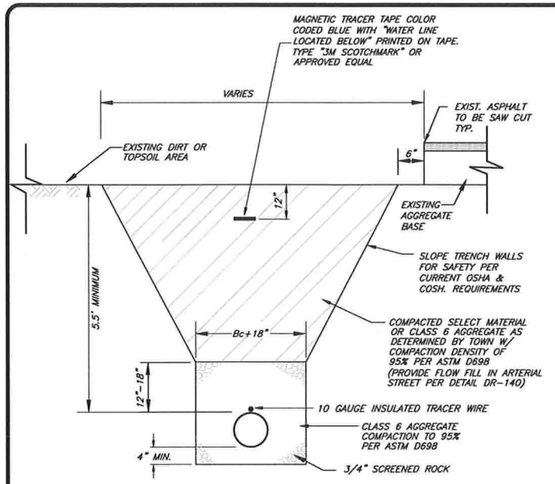
Job No. 2000-109.029
Drawn by: JM
Date: 2.17.22
QC: PE: DJC
File: CVR17-UtilityDet

Title: Sanitary Sewer Details

Dwg No. 40

Of: 47

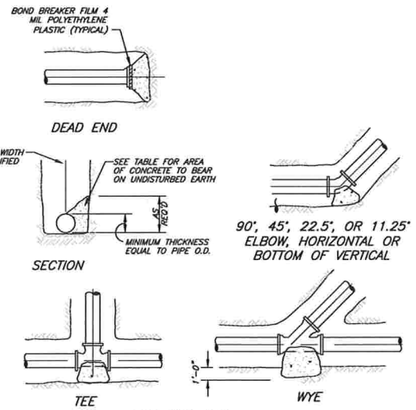
I:\2000\2000-109\029Pa17-Elmore\Vf-Dwgs\Civil\VS-SheetSet\CVR17-UtilityDet.dwg Plotted: 2/18/2022 11:13 AM By: Tyson Sillery




1) PAVEMENT REPLACEMENT SHALL MEET EXISTING THICKNESS AND KIND WITH THE FOLLOWING MINIMUMS: ASPHALT SURFACING = 3" MIN., AGGREGATE BASE COURSE = 9" MIN.
2) FOR UNPAVED SURFACES, BASE COURSE REPLACEMENT SHALL MEET EXISTING THICKNESS WITH THE FOLLOWING MINIMUMS: AGGREGATE BASE COURSE = 12" MIN.
3) DIRT / TOPSOIL PLACEMENT SHALL MEEET EXISTING THICKNESS AND KIND WITH THE FOLLOWING MINIMUMS: 4" TOPSOIL.
4) SELECT MATERIAL AS FOLLOWS: 6" MAXIMUM SIZE IN TOP 12" OF BACKFILL. 12" MAXIMUM SIZE IN REMAINDER OF BACKFILL
5) PROVIDE TRACER WIRE TAPED TO THE TOP OF PIPE FOR PVC INSTALLATIONS. (TYPE OF TAPE TO BE APPROVED BY THE TOWN.)
6) PROVIDE POLYETHYLENE WRAP AROUND DUCTILE IRON PIPE INSTALLATIONS. USE A MINIMUM OF 12" LAPS WITH THE POLYETHYLENE WRAP. TAPE WRAP WITH TOWN APPROVED TAPE AT 3'-0" O.C.
7) DETAIL ABOVE FOR "DRY TRENCH" CONDITIONS. FOR UNSTABLE OR "WET TRENCH" CONDITIONS PROVIDE A MINIMUM OF 4" OF 1 1/2" SCREENED ROCK UNDER BEDDING MATERIAL WITH FILTER FABRIC PLACED BELOW AND ABOVE THE SCREENED ROCK.

## TRENCH CROSS SECTION

NOT TO SCALE




| SIZE (INCHES) | ELBOWS | | | | TEES & DEAD ENDS |
|---|---|---|---|---|---|
| | 90° (SQ. FT.) | 45° (SQ. FT.) | 22.5° (SQ. FT.) | 11.25° (SQ. FT.) | |
| 4 | 1.8 | 1.0 | 0.5 | 0 | 1.3 |
| 6 | 4.0 | 2.2 | 1.1 | 0 | 2.8 |
| 8 | 7.1 | 3.8 | 2.0 | 1.0 | 5.0 |
| 10 | 11.1 | 6.0 | 3.0 | 1.5 | 7.8 |
| 12 | 16.0 | 8.6 | 4.4 | 2.2 | 11.3 |
| 14 | 21.7 | 11.8 | 6.0 | 3.0 | 15.4 |
| 16 | 28.4 | 15.3 | 8.0 | 4.0 | 20.0 |
| 18 | 36.0 | 19.4 | 10.0 | 5.0 | 25.4 |

AREAS GIVEN IN TABLE ARE BASED UPON AN INTERNAL STATIC PRESSURE OF 100 P.S.I. AND A SOIL BEARING CAPACITY OF 1000 LBS. PER SQ. FT. BEARING AREAS FOR ANY PRESSURE AND SOIL BEARING CAPACITY MAY BE OBTAINED BY MULTIPLYING THE TABULATED VALUES BY A CORRECTION FACTOR "F".

F= ACTUAL SPECIFIED TEST PRESSURE IN HUNDREDS OF LBS.
ACTUAL SOIL BEARING CAPACITY IN THOUSANDS OF LBS. PER SQ. FT.

INSTALLATION OF THRUST BLOCKS ARE NOT ALLOWED FOR CONDITIONS OUTSIDE OF THOSE LISTED UNTIL SUBMITTAL OF CALCULATIONS FOR THE CORRECTION FACTOR ARE SUBMITTED TO AND REVIEWED BY THE TOWN AND WRITTEN APPROVAL BY THE TOWN IS GIVEN.

PROVIDE BOND BREAKER FILM 4 MIL. POLYETHYLENE PLASTIC AT ALL CONDITIONS SHOWN BETWEEN PIPE AND CONCRETE.

TABLE OF BEARING AREAS IN SQ. FT.

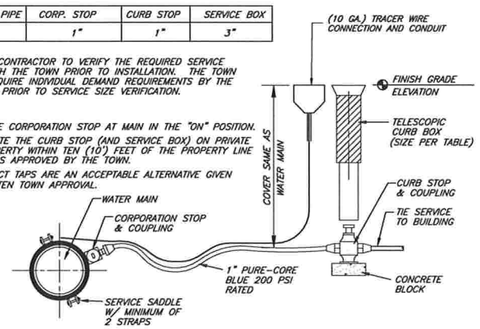
## TYP. CONCRETE REACTION BLOCK DETAILS

NOT TO SCALE

| SERVICE PIPE | CORP. STOP | CURB STOP | SERVICE BOX |
|---|---|---|---|
| 1" | 1" | 1" | 3" |

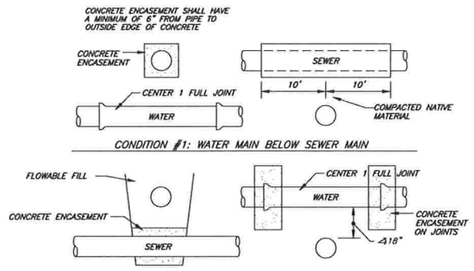
NOTE: CONTRACTOR TO VERIFY THE REQUIRED SERVICE SIZE WITH THE TOWN PRIOR TO INSTALLATION. THE TOWN WILL REQUIRE INDIVIDUAL DEMAND REQUIREMENTS BY THE SERVICE PRIOR TO SERVICE SIZE VERIFICATION.

NOTES:
1. LEAVE CORPORATION STOP AT MAIN IN THE "ON" POSITION.
2. LOCATE THE CURB STOP (AND SERVICE BOX) ON PRIVATE PROPERTY WITHIN TEN (10') FEET OF THE PROPERTY LINE OR AS APPROVED BY THE TOWN.
3. DIRECT TAPS ARE AN ACCEPTABLE ALTERNATIVE GIVEN WRITTEN TOWN APPROVAL.




## TYP. WATER SERVICE DETAIL

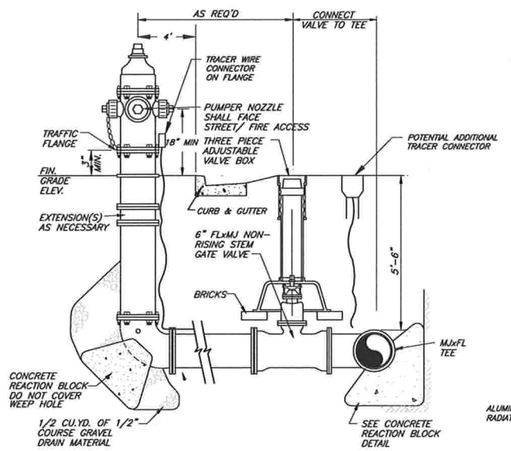
NOT TO SCALE




1) SEWER/WATER LINE TO BE CONSTRUCTED OF ONE JOINT (18' MINIMUM) OF C-900 PVC, DR-18 PIPE, CENTERED ON SEWER/WATER LINE FOR PERPENDICULAR CROSSING. FOR SKEW CROSSINGS, USE C-900 PIPE UNTIL HORIZONTAL SEPARATION EXCEEDS 10'.

## WATER / SEWER CROSSING

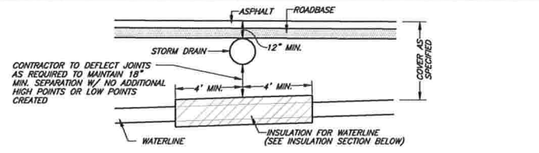
NOT TO SCALE




NOTES:
1) ALL JOINTS FROM MAIN TO HYDRANT SHALL BE RESTRAINED MECHANICALLY.
2) HYDRANT, VALVE AND FITTINGS TO BE 250 P.S.I. RATED.
3) POLYETHYENE WRAP SHALL COVER D.I.P. ASSEMBLY FROM HYDRANT BASE TO WATER MAIN.
4) ALL HYDRANT LEAD PIPING TO BE 6" D.I.P.
5) CENTERLINE OF HYDRANT TO BE 4'-0" FROM BACK OF CURB UNLESS OTHERWISE NOTED.
6) FOR FIRE HYDRANTS ON END OF WATER LINE.
7) CARE SHOULD BE TAKEN TO ASSURE THAT WEEP HOLE REMAINS FREE DRAINING.
8) ALL HYDRANTS TO BE MUELLER BRAND.

## FIRE HYDRANT ASSEMBLY INSTALLATION DETAIL

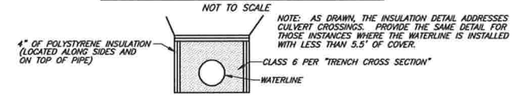
NOT TO SCALE




ELEVATION

## WATERLINE/CULVERT CROSSING

NOT TO SCALE

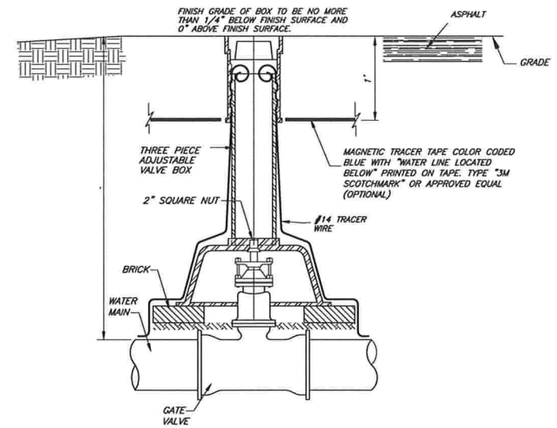



NOTE: AS DRAWN, THE INSULATION DETAIL ADDRESSES CULVERT CROSSINGS. PROVIDE THE SAME DETAIL FOR THOSE INSTANCES WHERE THE WATERLINE IS INSTALLED WITH LESS THAN 5.5' OF COVER.

## INSULATION SECTION

NOT TO SCALE

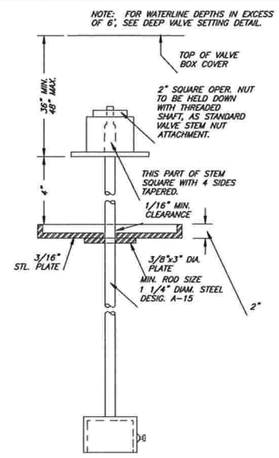
NOTES:
1. ALL VALVES ADJACENT TO FITTING SHALL BE FLANGE x M.J. FITTING SHALL BE FLANGED NEXT TO VALVE. LINE VALVES TO BE MJ x MJ.
2. DESIGN LOCATIONS OF VALVES ARE OUTSIDE OF CONCRETE CURB/GUTTER AND VALLEY PANS. INSTALLED VALVES WHICH CONFLICT WITH CONCRETE AREAS SHALL BE RELOCATED AT THE CONTRACTOR'S EXPENSE.
3. IN UNPAVED AREAS, PROVIDE A SLIGHT GRADE FOR FINISH GRADE AWAY FROM TOP OF VALVE BOX.
4. SEE CONCRETE RING NOTE FOR PLACEMENT OF CONCRETE RING IN UNPAVED AREAS.
5. INSTALLATION OF OTHER VALVE TYPES:
   a: INSTALL OTHER TYPES OF VALVES IN A SIMILAR MANNER AS SHOWN FOR THE GATE VALVE INSTALLATION.
   b: INSTALLATION OF OTHER VALVE TYPES IS ALLOWED ONLY BY WRITTEN APPROVAL FROM THE TOWN.




## TYPICAL GATE VALVE

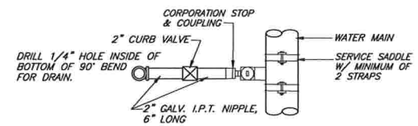
NOT TO SCALE

WATERLINE GENERAL NOTES:
1. CONTRACTOR TO ENSURE VALVES AND BOXES ARE LOCATED OUT OF CONCRETE CURB AND GUTTER, FILLETS AND VALLEY PANS.
2. WATERLINE TO BE INSULATED AT ALL DRAINAGE PIPE CROSSINGS OR WHERE COVER IS LESS THAN 5'-6" AS SHOWN ON THE "UTILITY DETAIL SHEET".
3. HYDRANTS TO BE LOCATED 3.5' MIN. IN BACK OF CURB OR AS APPROVED BY THE ENGINEER IF A CONFLICT OCCURS WITH LANDSCAPING, MISC. UTILITIES, ETC.



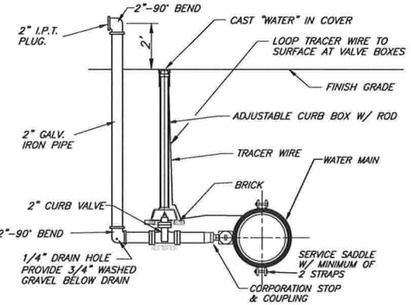

## DEEP VALVE SETTING

NOT TO SCALE



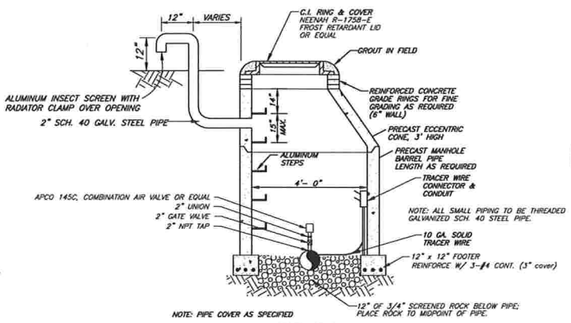

## PLAN OF BLOW-OFF VALVE

NOT TO SCALE

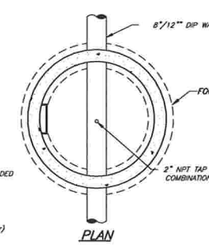



## ELEVATION OF BLOW-OFF VALVE

NOT TO SCALE




ELEVATION




PLAN

MANHOLE CONSTRUCTION NOTES:
1. USE RUB-R-NEK PREFORMED GASKET (2 LAYERS) OR GROUT IN PLACE BETWEEN ALL BOTTOM SECTION, BARREL SECTIONS, CONCRETE GRADE RINGS, AND TOP CASTINGS.
2. BACKFILL WITHIN 24" OF MANHOLE: CLASS 2 AGGREGATE OR NATIVE MATERIALS WITH LESS THAN 3" SIZE.
3. PRECAST RINGS OR METAL RISER RING COURSE SHALL BE UTILIZED WHERE REQUIRED WITH 2 COURSES MINIMUM AND 12 COURSES MAXIMUM (2 MINIMUM, 12" MAXIMUM HEIGHT).
4. GRADE ADJUSTMENT AS FOLLOWS: GREATER THAN, OR EQUAL TO, 1 FOOT, CONCRETE BARREL SECTIONS; LESS THAN 1 FOOT, CONCRETE OR METAL GRADE RINGS.
5. FINISH GRADE AS FOLLOWS: WITH ASPHALT OR CONCRETE PAVEMENTS FLUSH; WITH BASE COURSE SURFACE OR DIRT/TOPSOIL -3" BELOW GRADE.
6. PROVIDE (2) 6 FT METAL FENCE POSTS W/REFLECTORS TO IDENTIFY AND PROTECT VENT PIPE.

## AIR RELEASE VALVE MANHOLE DETAIL

NOT TO SCALE

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Castle Valley Ranch
Preliminary/Final Plat and Development Plan Set PA 17

| # | Revision | Date | By |
|---|---|---|---|
| 1 | Project Milestone: Preliminary Not For Construction | | |

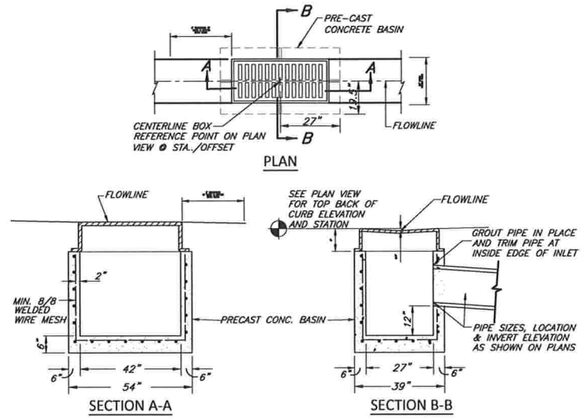
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|---|---|
| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.22 |
| QC: | PE: DJC |
| File: | CVR17-UtilityDet |

Title: Domestic Water Details

Dwg No. 41

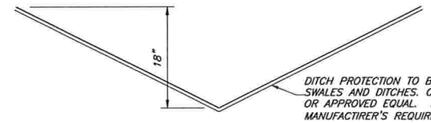
Of: 47

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## TYPE 2 DRAIN INLET DETAIL

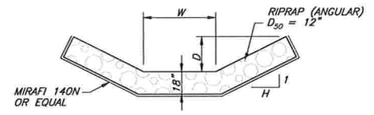
NOT TO SCALE




DITCH PROTECTION TO BE PLACED IN ALL SWALES AND DITCHES. CONTECH TRM-C35 OR APPROVED EQUAL. INSTALL PER MANUFACTIRER'S REQUIREMENTS.

## TYP. DITCH SECTION

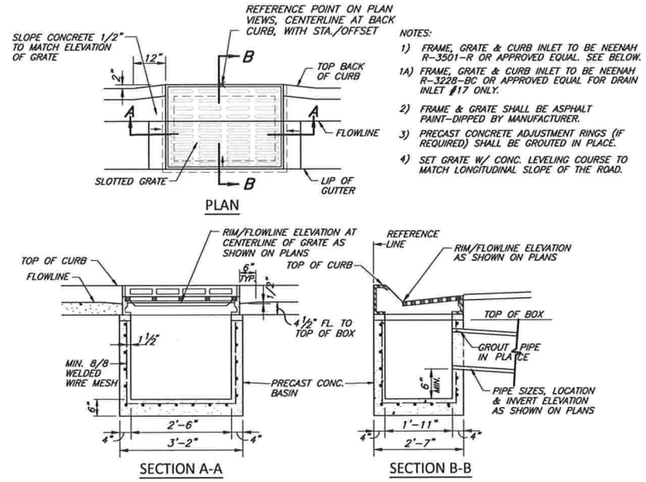
NOT TO SCALE




DITCH PROTECTION TO BE PLACED IN ALL SWALES AND DITCHES OUTSIDE OF UNIT LOT LINES. RIPRAP OR CONTECH TRM-C35 OR APPROVED EQUAL.

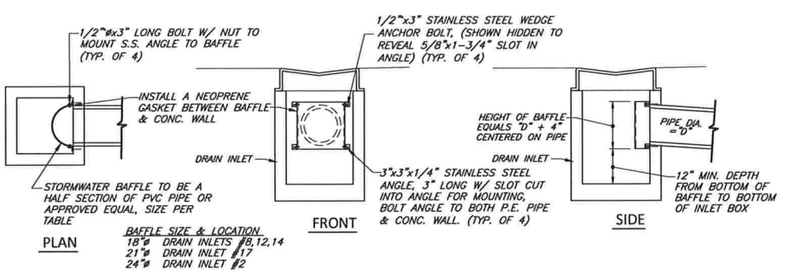
## RIPRAP OUTLET SWALE

NOT TO SCALE



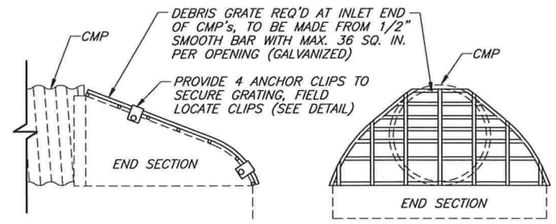

## DRAIN INLET TYPE 1

NOT TO SCALE




## STORMWATER QUALITY INLET DETAIL

NOT TO SCALE




## DEBRIS GRATE DETAIL

NOT TO SCALE

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Preliminary/Final Plat and
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| # | Revision | Date | By: |
|---|---|---|---|
| 1 | | | |

Project Milestone: Preliminary Not For Construction

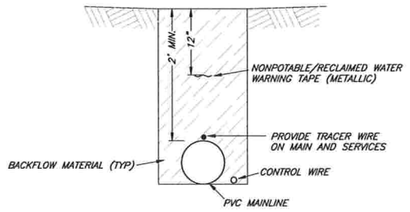
| | |
|---|---|
| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.22 |
| QC: | PE: DJC |
| File: | CVR17-UtilityDet |

Title: Storm Drain Details

Dwg No. 42

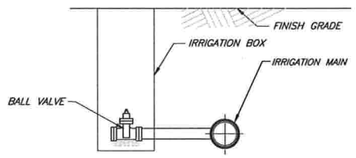
Of: 47

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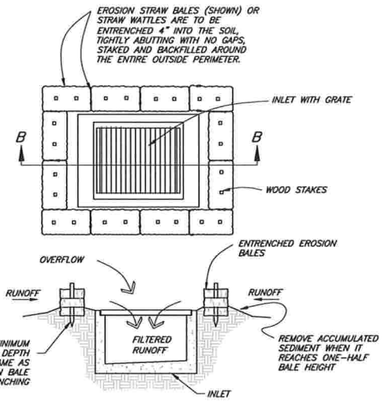

## IRRIGATION TRENCH DETAIL

NOT TO SCALE




## IRRIGATION SERVICE DETAIL

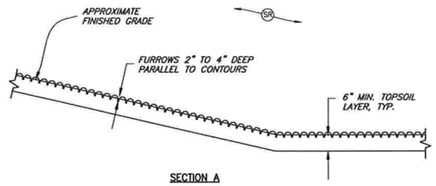
NOT TO SCALE




CROSS-SECTION B-B

## EROSION CONTROL INLET PROTECTION (IP)

NOT TO SCALE




SECTION A

*SURFACE ROUGHENING INSTALLATION NOTES*

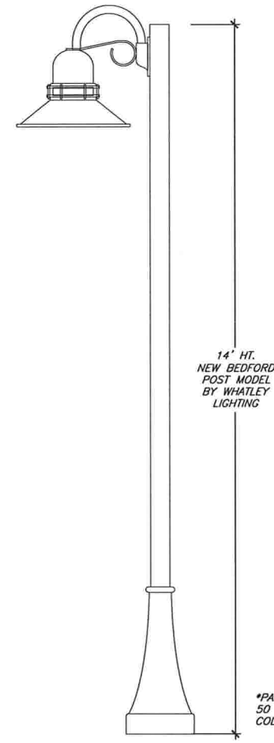
1. SURFACE ROUGHENING SHALL BE PROVIDED ON ALL FINISHED GRADES (SLOPES AND "FLAT" AREAS) WITHIN 2 DAYS OF COMPLETION OF FINISHED GRADE (FOR AREAS NOT RECEIVING TOPSOIL) OR WITHIN 2 DAYS OF TOPSOIL PLACEMENT.
2. AREAS WHERE BUILDING FOUNDATIONS, PAVEMENT, OR SOD IS TO BE PLACED WITHIN 7-DAYS OF FINISHED GRADING DO NOT NEED TO BE SURFACE ROUGHENED.
3. DISTURBED SURFACES SHALL BE ROUGHENED USING RIPPING OR TILLING EQUIPMENT ON THE CONTOUR OR TRACKING UP AND DOWN A SLOPE USING EQUIPMENT TREADS.

*SURFACE ROUGHENING MAINTENANCE NOTES*

1. THE SWMP MANAGER SHALL INSPECT THE SURFACE ROUGHENING WEEKLY, DURING AND AFTER ANY STORM EVENT AND MAKE REPAIRS OR CLEAN OUT UPSTREAM SEDIMENT AS NECESSARY.
2. VEHICLES AND EQUIPMENT SHALL GENERALLY BE CONFINED TO ACCESS DRIVES AND SHALL NOT BE DRIVEN OVER AREAS THAT HAVE BEEN SURFACE ROUGHENED.
3. IN NON-TURF GRASS FINISHED AREAS, SEEDING AND MULCHING SHALL TAKE PLACE DIRECTLY OVER SURFACE ROUGHENED AREAS WITHOUT FIRST SMOOTHING OUT THE SURFACE.
4. IN AREAS NOT SEEDED AND MULCHED AFTER SURFACE ROUGHENING, SURFACES SHALL BE RE-ROUGHENED AS NECESSARY TO MAINTAIN GROOVE DEPTH AND SMOOTH OVER ANY RILL EROSION.

## SURFACE ROUGHENING (SR)

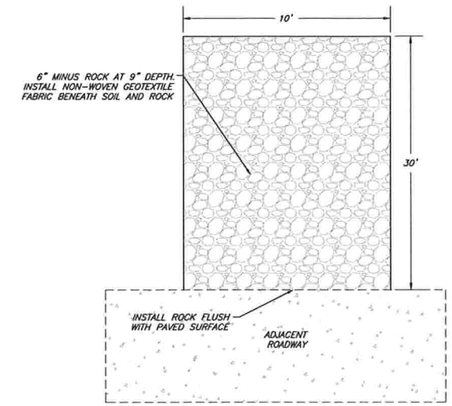
NOT TO SCALE




*PARK MODEL 357 BY WHATLEY LIGHTING
50 WATT HIGH PRESSURE SODIUM
COLOR: FEDERAL GREEN

## STREET LIGHT DETAIL

NOT TO SCALE

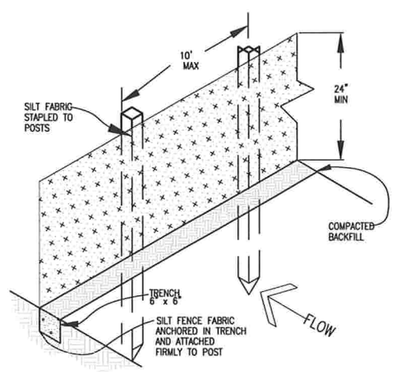



*VTC INSTALLATION NOTES:*

1. INSTALL SEE PLAN VIE FOR GENERAL LOCATION. CONTRACTOR TO DETERMINE FINAL LOCATION OF CONSTRUCTION SITE ENTRANCE. VTC SHALL BE LOCATED AT ALL ACCESS POINTS TO PUBLIC OR PRIVATE ROADWAY CORRIDORS.
2. VTC SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.
3. INSPECT VTC DAILY AND MAINTAIN IN EFFECTIVE OPERATING CONDITION. INSPECT ALL BMPS AFTER ANY PRECIPITATION EVENT. AND PERFORM NECESSARY MAINTENANCE.
4. ROCK SHALL BE REPLACED OR REGRADED TO MAINTAIN CONSISTENT DEPTH.
5. SEDIMENT TRACKED ONTO PAVED ROADS SHALL BE REMOVED THROUGHOUT THE DAY AND AT THE END OF EACH WORK DAY BY SHOVELING AND SWEEPING. SEDIMENT SHALL NOT BE DISPOSED OF INTO STORM DRAIN SYSTEM.

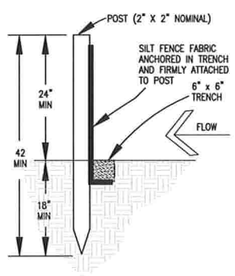
## VEHICLE TRACKING CONTROL DETAIL (VTC)

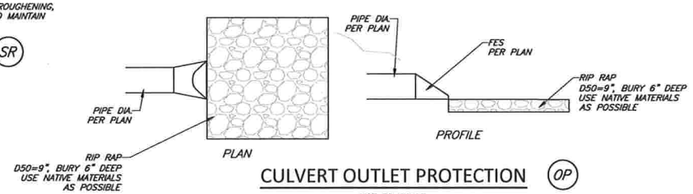
NOT TO SCALE




## SILT FENCE

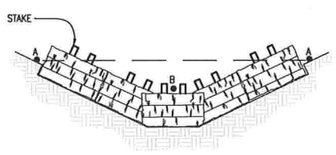
NOT TO SCALE



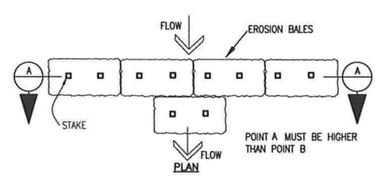




## CULVERT OUTLET PROTECTION (OP)

NOT TO SCALE



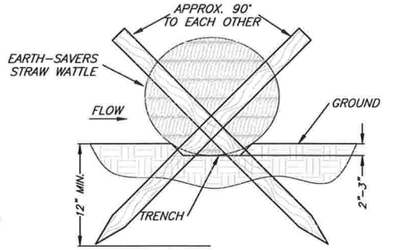

CROSS-SECTION AA




PLAN

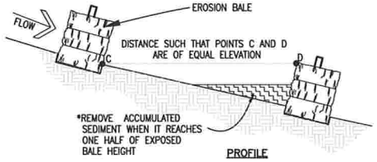
## EROSION BALE PLACEMENT IN CHANNELIZED DITCH

NOT TO SCALE




## STRAW WATTLE INSTALLATION DETAIL (SW)

NOT TO SCALE




PROFILE

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Castle Valley Ranch
Preliminary/Final Plat and
Development Plan Set PA 17

| No. | Revision | Date | By |
|---|---|---|---|
| 1 | Project Milestone: Preliminary Not For Construction | | |

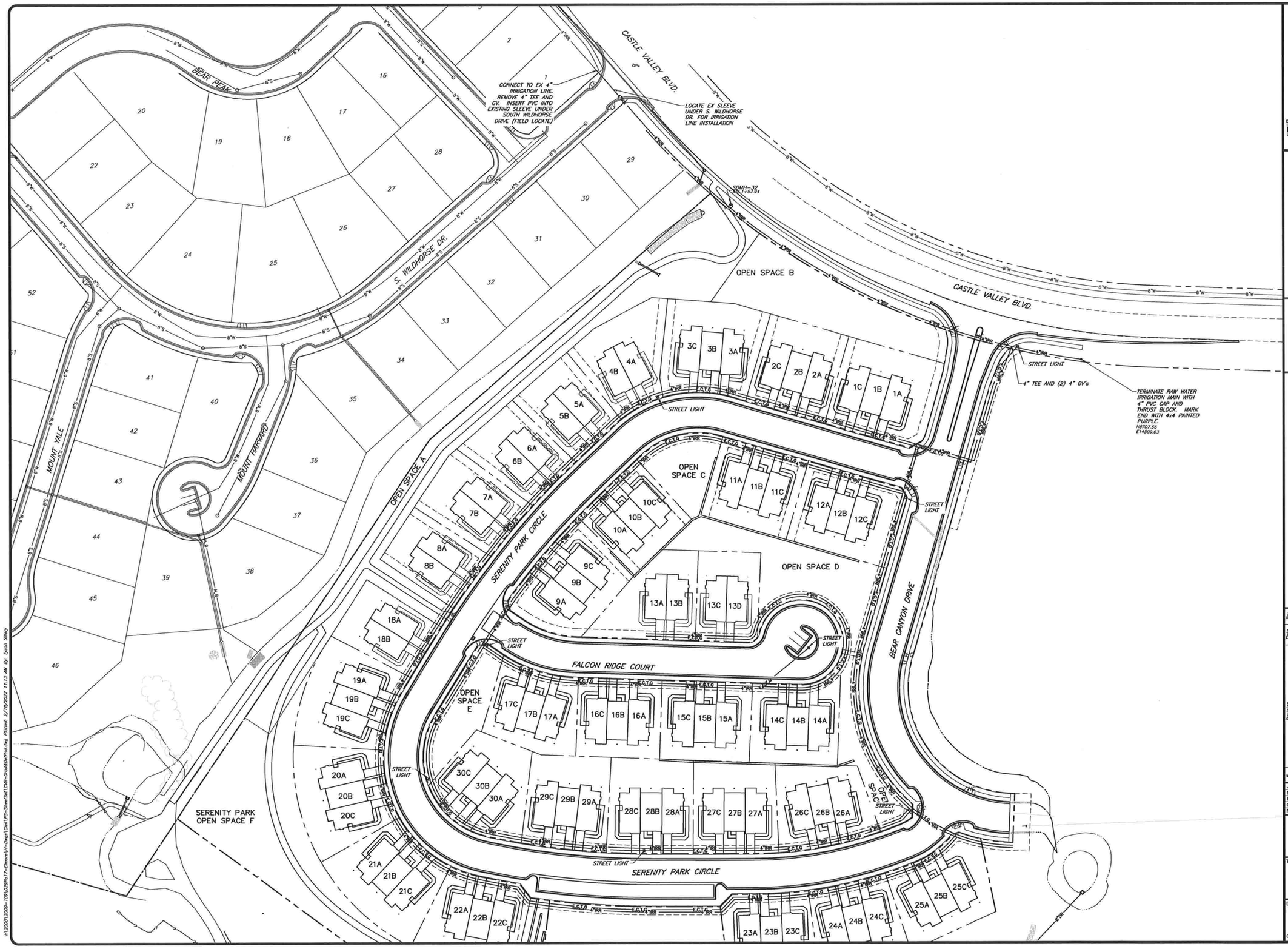
| | |
|---|---|
| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.22 |
| QC: | PE: DJC |
| File: | CVR17-UtilityDet |

Title:
Irrigation and Erosion Control Details

Dwg No.
43

Of: 47

E:\2020\2000-109\029\17-Elmore\V-Dwgs\Civil\PS-SheetSet\CVR17-UtilityDet.dwg Plotted: 2/16/2022 11:13 AM By: Tyson Silbey




Graphic Scale
0 25 50 100
In Feet: 1" = 50'

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# Castle Valley Ranch
## Preliminary/Final Plat and Development Plan Set PA 17

| Revision | Date | By |
|---|---|---|
| | | |

Project Milestone: Preliminary Not For Construction

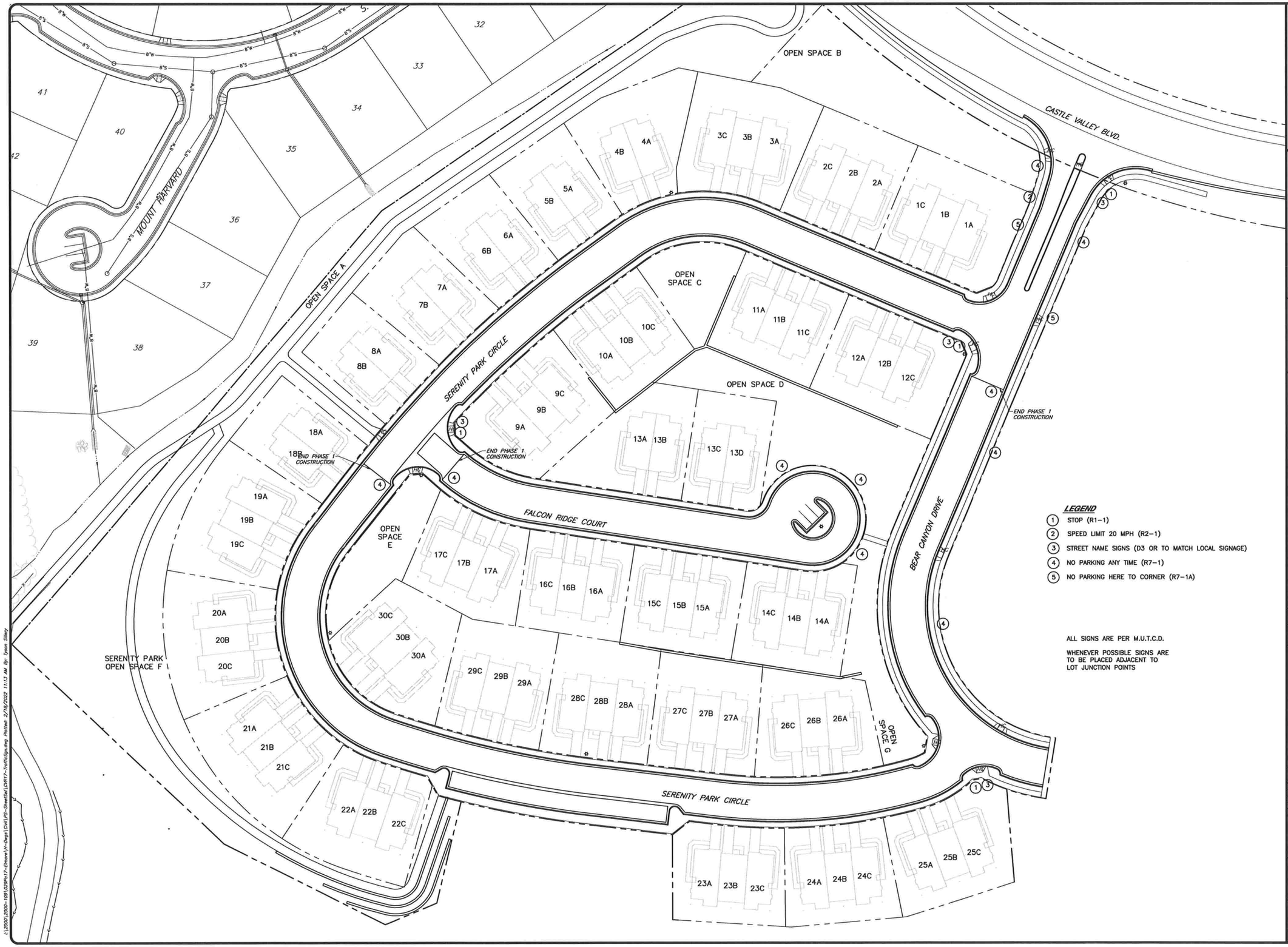
| | |
|---|---|
| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.22 |
| QC: | PE: DJC |
| File: | CVR-Grad&DetPrel |

Title:
Overall Miscellaneous Utility and Street Light Plan

Dwg No.
44

Of: 47

I:\2000\2000-109\029\17-Elmore\1-Dwgs\Civil\PS-Sheet Set\Civil-Grad&DetPrel.dwg Plotted: 2/18/2022 11:13 AM By: Tyson Silvey




***LEGEND***

1. STOP (R1-1)
2. SPEED LIMIT 20 MPH (R2-1)
3. STREET NAME SIGNS (D3 OR TO MATCH LOCAL SIGNAGE)
4. NO PARKING ANY TIME (R7-1)
5. NO PARKING HERE TO CORNER (R7-1A)

ALL SIGNS ARE PER M.U.T.C.D.

WHENEVER POSSIBLE SIGNS ARE TO BE PLACED ADJACENT TO LOT JUNCTION POINTS

Graphic Scale
0 20 40 80
In Feet: 1" = 40'

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# Castle Valley Ranch
## Preliminary/Final Plat and Development Plan Set PA 17

| # | Revision | Date | By |
|---|---|---|---|
| 1 | Project Milestone: Preliminary Not For Construction | | |

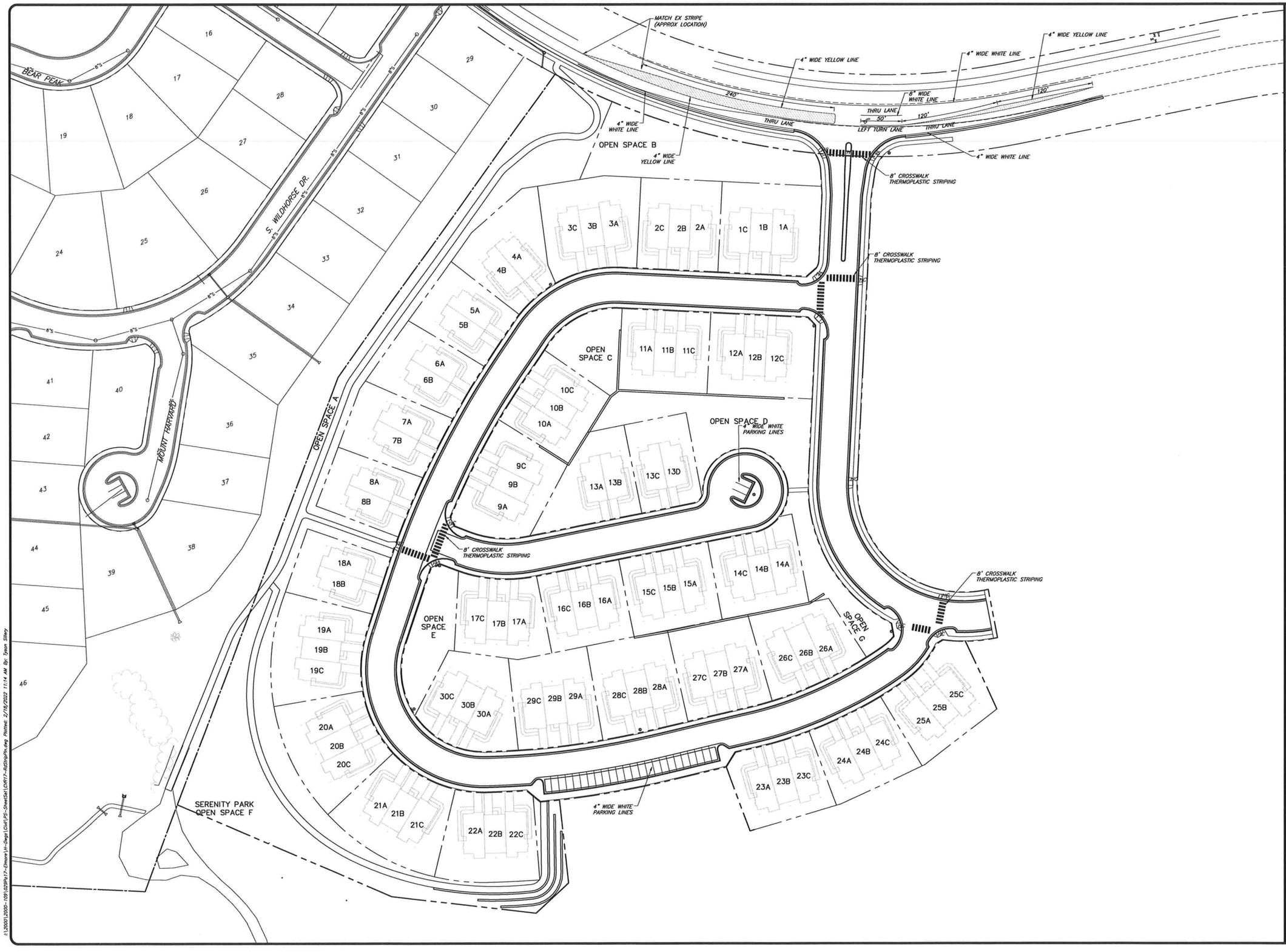
| | |
|---|---|
| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.22 |
| QC: | PE: DJC |
| File: | CVR17-TrafficSign |

Title: Traffic Signage Plan

Dwg No. 45

Of: 47

J:\2000\2000-109\029Pa17-Ellmore\Vr-Dwgs\Civil\PS-SheetSet\CVR17-TrafficSign.dwg Plotted: 2/18/2022 11:13 AM By: Tyson Sillery




Graphic Scale
0 25 50 100
In Feet: 1" = 50'

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# Castle Valley Ranch
## Preliminary/Final Plat and Development Plan Set PA 17

| # | Revision | Date | By |
|---|---|---|---|
| 1 | Preliminary Not For Construction | | |

Project Milestone: Preliminary Not For Construction

| | |
|---|---|
| Job No. | 2000-109.029 |
| Drawn by: | JM |
| Date: | 2.17.22 |
| QC: | PE: DJC |
| File: | CVR17-RdStripPln |

Title: Roadway Striping Plan

Dwg No. 46

Of: 47

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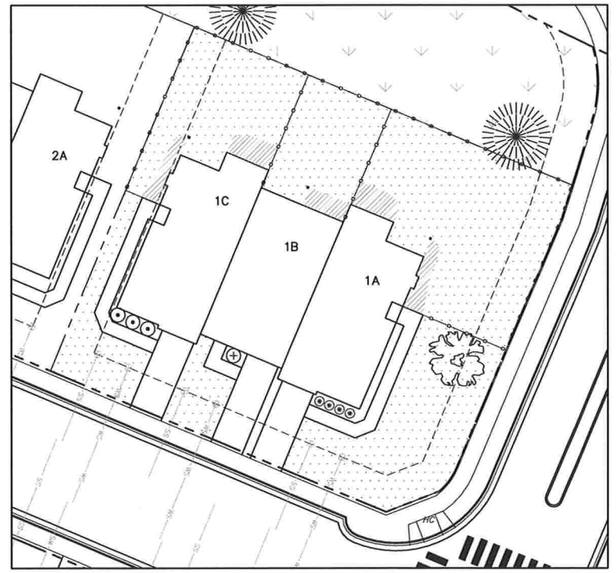



LEGEND

- DECIDUOUS TREE
- CONIFEROUS TREE
- ORNAMENTAL TREE
- DECIDUOUS SHRUBS
- CONIFEROUS SHRUBS
- ORNAMENTAL GRASSES
- EDGER
- THREE RAIL FENCE
- SOD (LIMITED TO MAXIMUM OF 2500 SF PER UNIT)
- NATIVE SEED MIX
- SHREDDED CEDAR BARK MULCH

NOTE:

THIS CONCEPTUAL LANDSCAPE PLAN, BASED ON THE 2008 VILLAGE HOMES SUBMITTAL, IS REPRESENTATIVE OF THE LEVEL OF LANDSCAPE IMPROVEMENTS THAT CASTLE VALLEY RANCH INVESTORS RECENTLY COMPLETED ON FILING 10 AND PROPOSES TO INSTALL FOR FILING 11.



DETAIL
SCALE: 1" = 20'

Graphic Scale
0 25 50 100
In Feet: 1" = 50'

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# Castle Valley Ranch
## Preliminary/Final Plat and Development Plan Set PA 17

| # | Revision | Date | By: |
|---|---|---|---|
| 1 | Project Milestone: Preliminary Not For Construction | | |

Job No. 2000-109.029
Drawn by: JM
Date: 2.17.22
QC: PE: DJC
File: CVR17-Landlnr

Title: Landscape and Irrigation Plan

Dwg No. 47

Of : 47

I:\2000\2000-109\029\e17-Ormore\VI-Dwgs\Civil\PS-SheetSet\CVR17-Landlnr.dwg Plotted: 2/16/2022 11:14 AM By: Town Sitey

Initial property 1 and 2 is literally the name of the parcels as described at Rec.No.784749 the shall show the remainder parcel to be around 56ac and called Initial Property 1-2 Combined.

This plat is calling the remainder parcel the reviewer is referring to the CVRI Parcel and it is clearly shown on the plat

I don't like this "Initial Property 1 and 2" - does this leave any remainder parcels not shown? If so, anything not included here needs to be > 35 acres or else depicted as a parcel. I'm hoping this shows the entirety of the remainder, which should be shown as one big parcel, not 2

updated on revision

change "shall be" to "is hereby" (no deed req'd)

I have no idea what the'plans' refers to. this is typical language by others and copied from our old stuff

what does Plans refer to

Phase 1

Open Space Tract B for a trail to be constructed [who maintains that?]

addressed on the newly revised map versions

update - 2008?

I am not sure what this is referring to? It it is the owners acknowledgement it reflect a lack of understanding of the overall platting process. The owners acknowledgement always describes the parcel or parcels utilized for the subdivision. Know as fathering or originating parcels.

does this include future phases? It should.

Note added see #10 on current review map

8. Individual townhome units within Lots 1 through 10 shall not be separately conveyed until an amended plat showing the boundaries of such units is approved by New Castle Town Staff and recorded in the real estate records of Garfield County.

deal with this in 3

delete this line - entirety of remainder should be one parcel labeled as "future phases"

could put this in ord.

This map view depicts the source parcels for this subdivision the line requested to be deleted is an integral part of those parcel definitions and will stay in this view.

Assume this will be an ordinance and removed. additionally this is old info. typically the development team provides this kind of verbiage. Survey does not write this limiting language.

**Final Plat**
**Castle Valley Ranch Subdivision, Filing No. 11**
**a Portion in Initial Property 1 and Initial Property 2,**
**W 1/2, NW 1/4 Section 32 and E 1/2, NE 1/4 Section 31 in**
**Township 5 South, Range 90 West of the 6th Principal Meridian,**
**Town of New Castle, Garfield County, Colorado**

- CURVE TABLE -

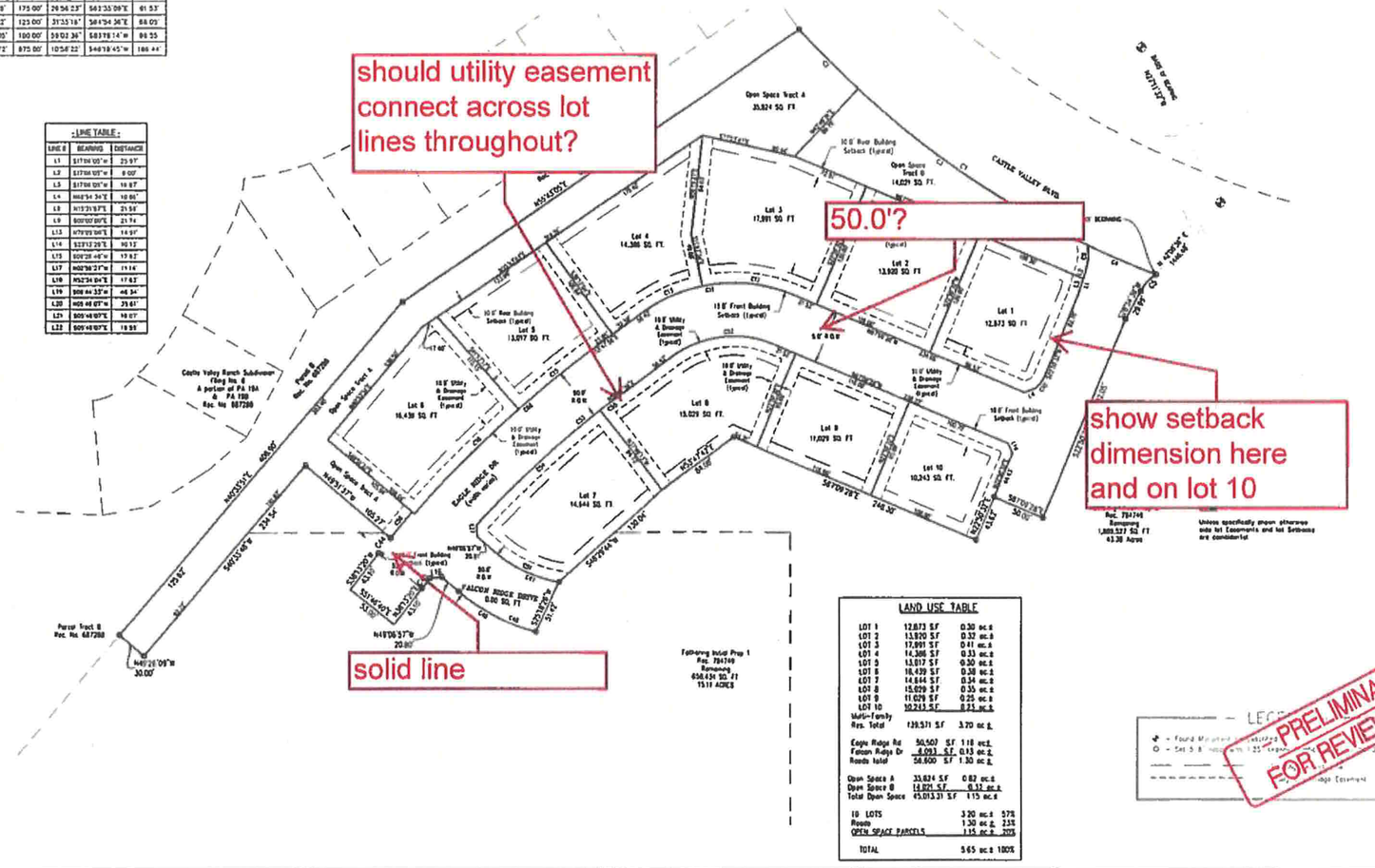
| CURVE # | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C1 | 410.82' | 862.25' | 27°17'54" | S35°36'43"E | 406.84' |
| C2 | 77.82' | 862.01' | 5°10'46" | S44°33'05"E | 77.90' |
| C3 | 282.92' | 862.16' | 17°38'22" | S55°34'41"E | 281.90' |
| C4 | 68.86' | 862.01' | 4°34'51" | S64°58'28"E | 68.84' |
| C5 | 21.22' | 44.51' | 27°18'49" | S41°13'24"W | 21.02' |
| C8 | 22.65' | 46.85' | 26°23'31" | N63°35'42"E | 22.75' |
| C10 | 13.56' | 24.56' | 31°35'37" | N38°36'21"E | 13.39' |
| C11 | 154.58' | 150.00' | 59°02'36" | S83°19'14"W | 147.83' |
| C12 | 90.67' | 150.00' | 34°38.06' | N84°28'31"W | 89.30' |
| C13 | 63.90' | 150.00' | 24°24'30" | S66°00'11"W | 63.42' |
| C15 | 89.81' | 1025.00' | 5°01'13" | S51°17'20"W | 89.78' |
| C16 | 138.35' | 1025.00' | 7°44'41" | S44°24'23"W | 138.24' |
| C44 | 18.40' | 1028.00' | 1°01'33" | S58°44'06"W | 18.40' |
| C45 | 12.21' | 873.00' | 0°48'03" | S38°34'31"W | 12.21' |
| C46 | 82.28' | 175.00' | 26°56.23" | S60°35.09"E | 81.53' |
| C47 | 68.83' | 125.00' | 31°33'18" | S64°54'36"E | 68.03' |
| C48 | 82.28' | 175.00' | 26°56.23" | S60°35.09"E | 81.53' |
| C51 | 68.92' | 125.00' | 31°33'18" | S64°54'36"E | 68.03' |
| C52 | 103.05' | 100.00' | 59°02.36" | S83°19.14"W | 98.55' |
| C53 | 186.72' | 875.00' | 10°56'22" | S46°19'45"W | 186.44' |

- CURVE TABLE -

| CURVE # | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C54 | 159.11' | 975.00' | 9°21'13" | S47°30'11"W | 159.00' |
| C55 | 27.55' | 975.00' | 1°37'08" | S52°59'22"W | 27.55' |
| C56 | 32.00' | 1025.00' | 1°47'01" | S40°06'23"W | 32.00' |
| C59 | 19.02' | 113.42' | 9°36.33" | S14°30'47"E | 19.00' |
| C62 | 581.53' | 862.07' | 38°38.53" | S61°39'05"E | 570.96' |
| C63 | 343.58' | 718.98' | 27°15.45" | N67°40'47"W | 339.36' |
| C64 | 110.68' | 82.00' | 77°20'15" | N40°27'33"W | 102.47' |
| C65 | 37.34' | 718.98' | 2°33'37" | N11°01'02"W | 37.29' |
| C66 | 228.36' | 1025.00' | 12°45'53" | S47°24'58"W | 227.89' |

- LINE TABLE -

| LINE # | BEARING | DISTANCE |
|---|---|---|
| L1 | S17°06'05"W | 23.97' |
| L2 | S17°06'05"W | 8.00' |
| L3 | S17°06'05"W | 16.97' |
| L4 | N68°54'34"E | 10.00' |
| L8 | N15°21'57"E | 21.56' |
| L9 | S00°02'09"E | 21.74' |
| L13 | N79°09'06"E | 14.97' |
| L14 | S33°12'29"E | 10.12' |
| L15 | S09°28'48"W | 17.82' |
| L17 | N00°58'21"W | 11.14' |
| L18 | N52°34'04"E | 17.63' |
| L19 | S00°44'33"W | 46.34' |
| L20 | N05°46'07"W | 25.61' |
| L21 | S09°46'07"E | 10.07' |
| L22 | S09°46'07"E | 19.98' |




LAND USE TABLE

| | | | |
|---|---|---|---|
| LOT 1 | 12,873 SF | 0.30 ac.± | |
| LOT 2 | 13,920 SF | 0.32 ac.± | |
| LOT 3 | 17,891 SF | 0.41 ac.± | |
| LOT 4 | 14,386 SF | 0.33 ac.± | |
| LOT 5 | 13,017 SF | 0.30 ac.± | |
| LOT 6 | 16,439 SF | 0.38 ac.± | |
| LOT 7 | 14,644 SF | 0.34 ac.± | |
| LOT 8 | 15,029 SF | 0.35 ac.± | |
| LOT 9 | 11,029 SF | 0.25 ac.± | |
| LOT 10 | 10,243 SF | 0.24 ac.± | |
| Multi-Family Res. Total | 139,571 SF | 3.20 ac.± | |
| Eagle Ridge Rd | 50,507 SF | 1.16 ac.± | |
| Falcon Ridge Dr | 4,093 SF | 0.13 ac.± | |
| Roads total | 54,600 SF | 1.30 ac.± | |
| Open Space A | 35,824 SF | 0.82 ac.± | |
| Open Space B | 14,021 SF | 0.32 ac.± | |
| Total Open Space | 49,013.31 SF | 1.15 ac.± | |
| 10 LOTS | | 3.20 ac.± | 57% |
| Roads | | 1.30 ac.± | 23% |
| OPEN SPACE PARCELS | | 1.15 ac.± | 20% |
| TOTAL | | 5.65 ac.± | 100% |

PRELIMINARY - FOR REVIEW ONLY

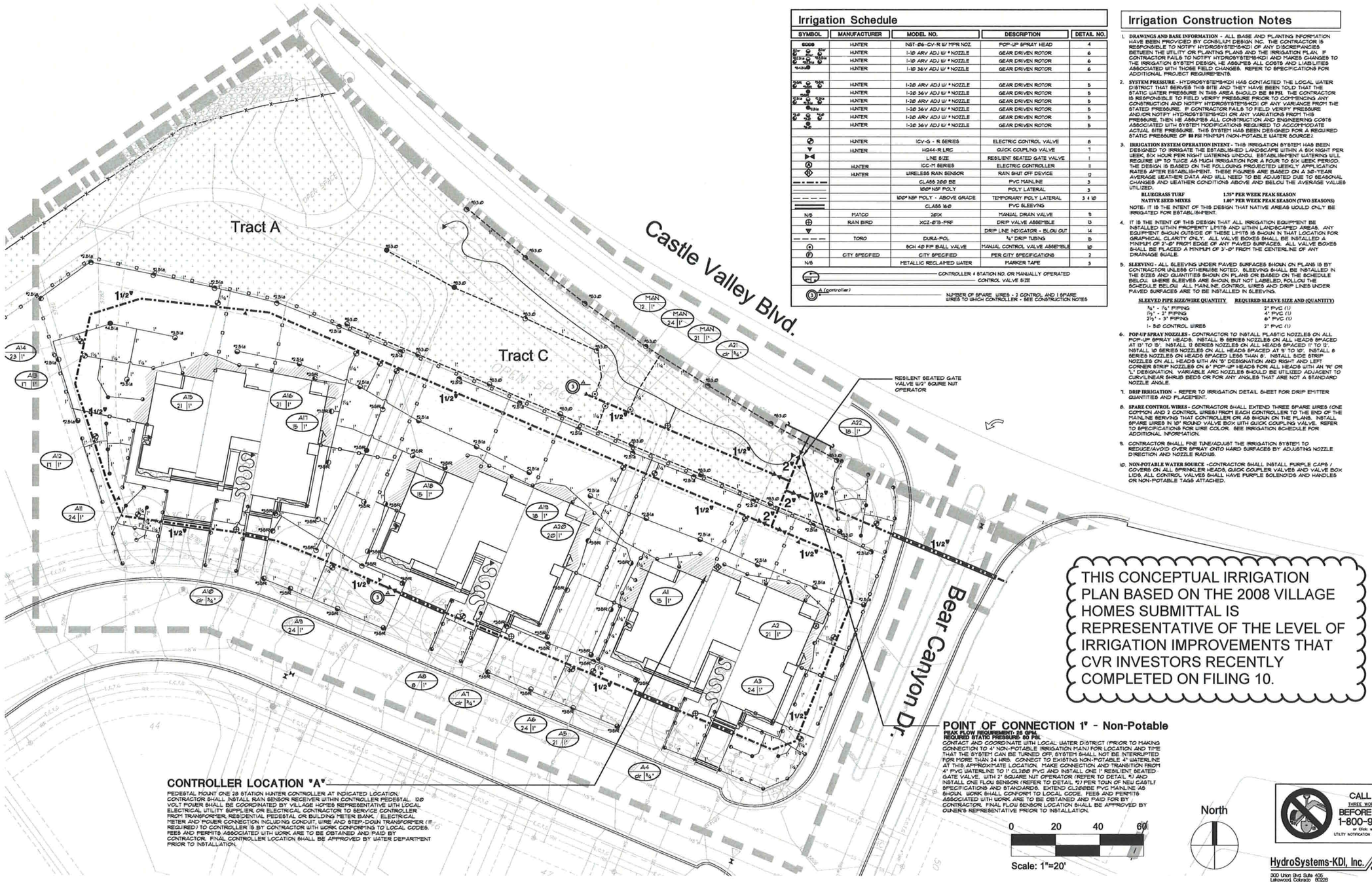
Graphic Scale
In U.S. Feet 1" = 60'

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Castle Valley Ranch Sub
Filing 11

Final Plat

Sheet No 2 of 2




## Irrigation Schedule

| SYMBOL | MANUFACTURER | MODEL NO. | DESCRIPTION | DETAIL NO. |
|---|---|---|---|---|
| | HUNTER | NST-06-CV-R W/ MPR NOZ | POP-UP SPRAY HEAD | 4 |
| | HUNTER | I-10 ARV ADJ W/ * NOZZLE | GEAR DRIVEN ROTOR | 6 |
| | HUNTER | I-10 ARV ADJ W/ * NOZZLE | GEAR DRIVEN ROTOR | 6 |
| | HUNTER | I-10 36V ADJ W/ * NOZZLE | GEAR DRIVEN ROTOR | 6 |
| | HUNTER | I-20 ARV ADJ W/ * NOZZLE | GEAR DRIVEN ROTOR | 5 |
| | HUNTER | I-20 36V ADJ W/ * NOZZLE | GEAR DRIVEN ROTOR | 5 |
| | HUNTER | I-20 ARV ADJ W/ * NOZZLE | GEAR DRIVEN ROTOR | 5 |
| | HUNTER | I-20 36V ADJ W/ * NOZZLE | GEAR DRIVEN ROTOR | 5 |
| | HUNTER | I-20 ARV ADJ W/ * NOZZLE | GEAR DRIVEN ROTOR | 5 |
| | HUNTER | I-20 36V ADJ W/ * NOZZLE | GEAR DRIVEN ROTOR | 5 |
| | HUNTER | ICV-G - R SERIES | ELECTRIC CONTROL VALVE | 8 |
| | HUNTER | HQ44-R LRC | QUICK COUPLING VALVE | 7 |
| | | LINE SIZE | RESILIENT SEATED GATE VALVE | 1 |
| | HUNTER | ICC-M SERIES | ELECTRIC CONTROLLER | 11 |
| | HUNTER | WIRELESS RAIN SENSOR | RAIN SHUT OFF DEVICE | 12 |
| | | CLASS 200 SR | PVC MAINLINE | 3 |
| | | 100 PSI NSF POLY | POLY LATERAL | 3 |
| | | 100 PSI NSF POLY - ABOVE GRADE | TEMPORARY POLY LATERAL | 3 & 10 |
| | | CLASS 160 | PVC SLEEVING | |
| N/S | MATCO | 3IBX | MANUAL DRAIN VALVE | 9 |
| | RAIN BIRD | XCI-075-PRF | DRIP VALVE ASSEMBLE | 13 |
| | | | DRIP LINE INDICATOR - BLOW OUT | 14 |
| | TORO | DURA-POL | ¾" DRIP TUBING | 15 |
| | | SCH 40 FIP BALL VALVE | MANUAL CONTROL VALVE ASSEMBLE | 16 |
| P | CITY SPECIFIED | CITY SPECIFIED | PER CITY SPECIFICATIONS | 2 |
| N/S | | METALLIC RECLAIMED WATER | MARKER TAPE | 3 |

- CONTROLLER # STATION NO. OR MANUALLY OPERATED
- CONTROL VALVE SIZE
- A (controller) — NUMBER OF SPARE WIRES - 2 CONTROL AND 1 SPARE WIRES TO WHICH CONTROLLER - SEE CONSTRUCTION NOTES

## Irrigation Construction Notes

1. **DRAWINGS AND BASE INFORMATION** - ALL BASE AND PLANTING INFORMATION HAVE BEEN PROVIDED BY CONSILIUM DESIGN INC. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY HYDROSYSTEMS•KDI OF ANY DISCREPANCIES BETWEEN THE UTILITY OR PLANTING PLANS AND THE IRRIGATION PLAN. IF CONTRACTOR FAILS TO NOTIFY HYDROSYSTEMS•KDI AND MAKES CHANGES TO THE IRRIGATION SYSTEM DESIGN, HE ASSUMES ALL COSTS AND LIABILITIES ASSOCIATED WITH THOSE FIELD CHANGES. REFER TO SPECIFICATIONS FOR ADDITIONAL PROJECT REQUIREMENTS.
2. **SYSTEM PRESSURE** - HYDROSYSTEMS•KDI HAS CONTACTED THE LOCAL WATER DISTRICT THAT SERVES THIS SITE AND THEY HAVE BEEN TOLD THAT THE STATIC WATER PRESSURE IN THIS AREA SHOULD BE 80 PSI. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY PRESSURE PRIOR TO COMMENCING ANY CONSTRUCTION AND NOTIFY HYDROSYSTEMS•KDI OF ANY VARIANCE FROM THE STATED PRESSURE. IF CONTRACTOR FAILS TO FIELD VERIFY PRESSURE AND/OR NOTIFY HYDROSYSTEMS•KDI OF ANY VARIATIONS FROM THIS PRESSURE, THEN HE ASSUMES ALL CONSTRUCTION AND ENGINEERING COSTS ASSOCIATED WITH SYSTEM MODIFICATIONS REQUIRED TO ACCOMMODATE ACTUAL SITE PRESSURE. THIS SYSTEM HAS BEEN DESIGNED FOR A REQUIRED STATIC PRESSURE OF 80 PSI MINIMUM (NON-POTABLE WATER SOURCE).
3. **IRRIGATION SYSTEM OPERATION INTENT** - THIS IRRIGATION SYSTEM HAS BEEN DESIGNED TO IRRIGATE THE ESTABLISHED LANDSCAPE WITHIN A SIX NIGHT PER WEEK, SIX HOUR PER NIGHT WATERING WINDOW. ESTABLISHMENT WATERING WILL REQUIRE UP TO TWICE AS MUCH IRRIGATION FOR A FOUR TO SIX WEEK PERIOD. THE DESIGN IS BASED ON THE FOLLOWING PROJECTED WEEKLY APPLICATION RATES AFTER ESTABLISHMENT. THESE FIGURES ARE BASED ON A 30-YEAR AVERAGE WEATHER DATA AND WILL NEED TO BE ADJUSTED DUE TO SEASONAL CHANGES AND WEATHER CONDITIONS ABOVE AND BELOW THE AVERAGE VALUES UTILIZED.

   **BLUEGRASS TURF** — **1.75" PER WEEK PEAK SEASON**
   **NATIVE SEED MIXES** — **1.00" PER WEEK PEAK SEASON (TWO SEASONS)**

   NOTE: IT IS THE INTENT OF THIS DESIGN THAT NATIVE AREAS WOULD ONLY BE IRRIGATED FOR ESTABLISHMENT.
4. IT IS THE INTENT OF THIS DESIGN THAT ALL IRRIGATION EQUIPMENT BE INSTALLED WITHIN PROPERTY LIMITS AND WITHIN LANDSCAPED AREAS. ANY EQUIPMENT SHOWN OUTSIDE OF THESE LIMITS IS SHOWN IN THAT LOCATION FOR GRAPHICAL CLARITY ONLY. ALL VALVE BOXES SHALL BE INSTALLED A MINIMUM OF 2'-0" FROM EDGE OF ANY PAVED SURFACES. ALL VALVE BOXES SHALL BE PLACED A MINIMUM OF 3'-0" FROM THE CENTERLINE OF ANY DRAINAGE SWALE.
5. **SLEEVING** - ALL SLEEVING UNDER PAVED SURFACES SHOWN ON PLANS IS BY CONTRACTOR UNLESS OTHERWISE NOTED. SLEEVING SHALL BE INSTALLED IN THE SIZES AND QUANTITIES SHOWN ON PLANS OR BASED ON THE SCHEDULE BELOW. WHERE SLEEVES ARE SHOWN, BUT NOT LABELED, FOLLOW THE SCHEDULE BELOW. ALL MAINLINE, CONTROL WIRES AND DRIP LINES UNDER PAVED SURFACES ARE TO BE INSTALLED IN SLEEVING.

| SLEEVED PIPE SIZE/WIRE QUANTITY | REQUIRED SLEEVE SIZE AND (QUANTITY) |
|---|---|
| ¾" - 1¼" PIPING | 2" PVC (1) |
| 1½" - 2" PIPING | 4" PVC (1) |
| 2½" - 3" PIPING | 6" PVC (1) |
| 1- 5@ CONTROL WIRES | 2" PVC (1) |

6. **POP-UP SPRAY NOZZLES** - CONTRACTOR TO INSTALL PLASTIC NOZZLES ON ALL POP-UP SPRAY HEADS. INSTALL 15 SERIES NOZZLES ON ALL HEADS SPACED AT 13' TO 15'. INSTALL 12 SERIES NOZZLES ON ALL HEADS SPACED 11' TO 12'. INSTALL 10 SERIES NOZZLES ON ALL HEADS SPACED AT 9' TO 10'. INSTALL 8 SERIES NOZZLES ON HEADS SPACED LESS THAN 8'. INSTALL SIDE STRIP NOZZLES ON ALL HEADS WITH AN 'S' DESIGNATION AND RIGHT AND LEFT CORNER STRIP NOZZLES ON 4" POP-UP HEADS FOR ALL HEADS WITH AN 'R' OR 'L' DESIGNATION. VARIABLE ARC NOZZLES SHOULD BE UTILIZED ADJACENT TO CURVILINEAR SHRUB BEDS OR FOR ANY ANGLES THAT ARE NOT A STANDARD NOZZLE ANGLE.
7. **DRIP IRRIGATION** - REFER TO IRRIGATION DETAIL SHEET FOR DRIP EMITTER QUANTITIES AND PLACEMENT.
8. **SPARE CONTROL WIRES** - CONTRACTOR SHALL EXTEND THREE SPARE WIRES (ONE COMMON AND 2 CONTROL WIRES) FROM EACH CONTROLLER TO THE END OF THE MAINLINE SERVING THAT CONTROLLER OR AS SHOWN ON THE PLANS. INSTALL SPARE WIRES IN 10" ROUND VALVE BOX WITH QUICK COUPLING VALVE. REFER TO SPECIFICATIONS FOR WIRE COLOR. SEE IRRIGATION SCHEDULE FOR ADDITIONAL INFORMATION.
9. CONTRACTOR SHALL FINE TUNE/ADJUST THE IRRIGATION SYSTEM TO REDUCE/AVOID OVER SPRAY ONTO HARD SURFACES BY ADJUSTING NOZZLE DIRECTION AND NOZZLE RADIUS.
10. **NON-POTABLE WATER SOURCE** - CONTRACTOR SHALL INSTALL PURPLE CAPS / COVERS ON ALL SPRINKLER HEADS, QUICK COUPLER VALVES AND VALVE BOX LIDS. ALL CONTROL VALVES SHALL HAVE PURPLE SOLENOIDS AND HANDLES OR NON-POTABLE TAGS ATTACHED.

THIS CONCEPTUAL IRRIGATION PLAN BASED ON THE 2008 VILLAGE HOMES SUBMITTAL IS REPRESENTATIVE OF THE LEVEL OF IRRIGATION IMPROVEMENTS THAT CVR INVESTORS RECENTLY COMPLETED ON FILING 10.

### CONTROLLER LOCATION "A"

PEDESTAL MOUNT ONE 28 STATION HUNTER CONTROLLER AT INDICATED LOCATION. CONTRACTOR SHALL INSTALL RAIN SENSOR RECEIVER WITHIN CONTROLLER PEDESTAL. 120 VOLT POWER SHALL BE COORDINATED BY VILLAGE HOMES REPRESENTATIVE WITH LOCAL ELECTRICAL UTILITY SUPPLIER, OR ELECTRICAL CONTRACTOR TO SERVICE CONTROLLER FROM TRANSFORMER, RESIDENTIAL PEDESTAL OR BUILDING METER BANK. ELECTRICAL METER AND POWER CONNECTION INCLUDING CONDUIT, WIRE AND STEP-DOWN TRANSFORMER (IF REQUIRED) TO CONTROLLER IS BY CONTRACTOR WITH WORK CONFORMING TO LOCAL CODES. FEES AND PERMITS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID BY CONTRACTOR. FINAL CONTROLLER LOCATION SHALL BE APPROVED BY WATER DEPARTMENT PRIOR TO INSTALLATION.

### POINT OF CONNECTION 1" - Non-Potable

**PEAK FLOW REQUIREMENT: 25 GPM.**
**REQUIRED STATIC PRESSURE: 60 PSI.**

CONTACT AND COORDINATE WITH LOCAL WATER DISTRICT (PRIOR TO MAKING CONNECTION TO 4" NON-POTABLE IRRIGATION MAIN) FOR LOCATION AND TIME THAT THE SYSTEM CAN BE TURNED OFF. SYSTEM SHALL NOT BE INTERRUPTED FOR MORE THAN 24 HRS. CONNECT TO EXISTING NON-POTABLE 4" WATERLINE AT THIS APPROXIMATE LOCATION. MAKE CONNECTION AND TRANSITION FROM 4" PVC WATERLINE TO 1" CL200 PVC AND INSTALL ONE 1" RESILIENT SEATED GATE VALVE, WITH 2" SQUARE NUT OPERATOR (REFER TO DETAIL #7) AND INSTALL ONE FLOW SENSOR (REFER TO DETAIL #2) PER TOWN OF NEW CASTLE SPECIFICATIONS AND STANDARDS. EXTEND CL200 PVC MAINLINE AS SHOWN. WORK SHALL CONFORM TO LOCAL CODE. FEES AND PERMITS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID FOR BY CONTRACTOR. FINAL FLOW SENSOR LOCATION SHALL BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

0 20 40 60
Scale: 1"=20'

North

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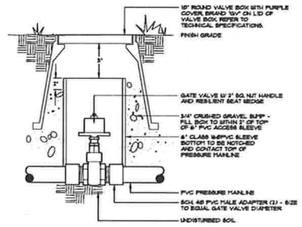

# CASTLE VALLEY RANCH
## PLANNING AREA #17
## FINAL PUD DEVELOPMENT PLAN

| NUMBER | REVISION | DATE | BY |
|---|---|---|---|
| | | | |

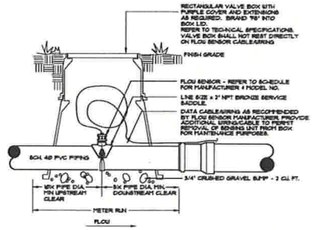

CONSILIUM DESIGN, INC.
7353 South Alton Way, Suite 135
Centennial, CO 80112
Tel: 303.224.9520
Fax: 303.224.9524


| | |
|---|---|
| Job No. | TBD |
| Drawn by: | JBM |
| Date: | 06-03-2008 |
| QC: | PE: |
| File: | FDPSUBMITTAL |

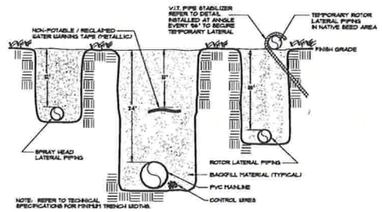
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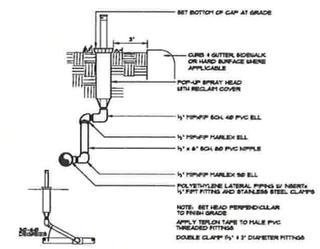

GATE VALVE — 1



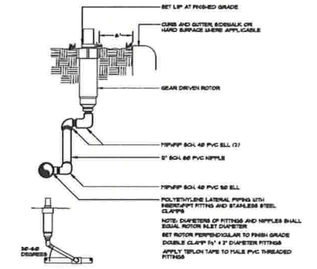

FLOW SENSOR — 2



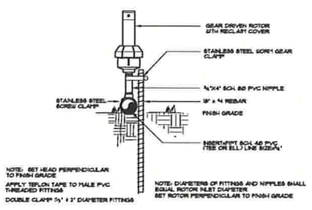

TRENCH — 3



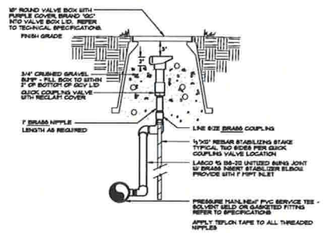

POP-UP SPRAY HEAD — 4



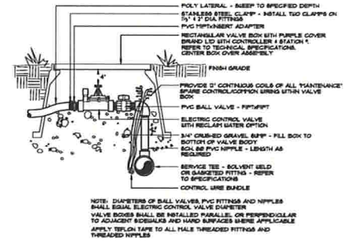

GEAR DRIVEN ROTOR — 5



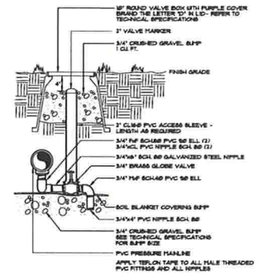

GEAR DRIVEN ROTOR
ABOVE GRADE — 6



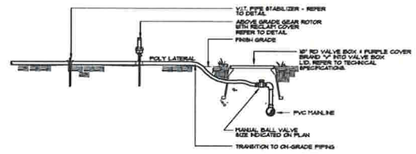

QUICK COUPLING VALVE — 7



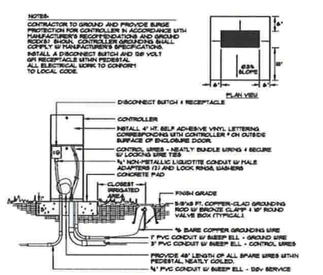

ELECTRIC CONTROL VALVE — 8



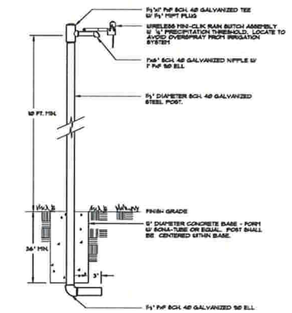

MANUAL DRAIN VALVE — 9



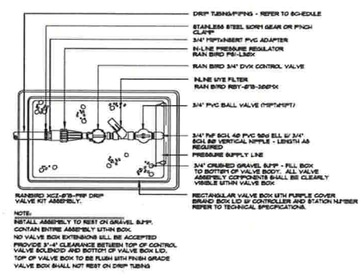

MANUAL ZONE CONTROL
(TEMPORARY SYSTEM) — 10



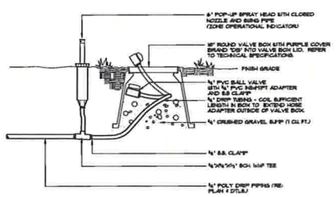

ELECTRIC CONTROLLER — 11



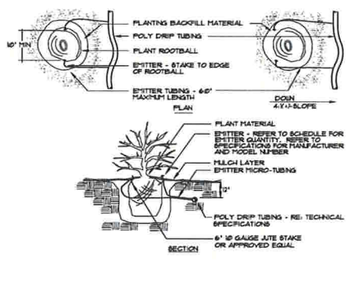

RAIN SENSOR — 12




DRIP VALVE ASSEMBLY — 13




DRIP TUBE FLUSH-OUT AND
OPERATIONAL INDICATOR — 14




DRIP EMITTER — 15

| PLANT SIZE | EMITTER FLOW RATE | EMITTER QTY. AT MULCHED BED LOCATIONS | EMITTER QTY. AT NATIVE SEED LOCATIONS |
|---|---|---|---|
| 1 GALLON MATERIAL | Ø.5 GPH | ONE EACH | ONE EACH |
| 5 GALLON MATERIAL | Ø.5 GPH | TWO EACH | TWO EACH |
| 1½" CALIPER TREE | 1.0 GPH | THREE EACH | FOUR EACH |
| 2" CALIPER TREE | 1.0 GPH | FOUR EACH | SIX EACH |
| 2½" CALIPER TREE | 1.0 GPH | SIX EACH | EIGHT EACH |
| 3" CALIPER TREE | 1.0 GPH | EIGHT GPH | TEN EACH |
| 3½" CALIPER TREE | 1.0 GPH | NINE GPH | ELEVEN EACH |
| 4" CALIPER TREE | 1.0 GPH | TEN EACH | TWELVE EACH |
| 6 FT. CONIFEROUS TREE | 1.0 GPH | FOUR EACH | SIX EACH |
| 8 FT. CONIFEROUS TREE | 1.0 GPH | SIX EACH | NINE EACH |
| 10 FT. CONIFEROUS TREE | 1.0 GPH | EIGHT EACH | TWELVE EACH |
| 12 FT. CONIFEROUS TREE | 1.0 GPH | TEN EACH | FOURTEEN EACH |

NOTES:
INSTALL EMITTERS ON OPPOSING SIDES OF ROOTBALL. THREE OR MORE EMITTERS SHALL BE EQUALLY SPACED AROUND ROOT BALL.
EMITTERS ARE TO BE INSTALLED TO CLEAR SURFACE BY A MINIMUM OF 1" AND A MAXIMUM OF 2".
FLUSH ALL LINES THOROUGHLY, INCLUDING EMITTER MICRO-TUBING PRIOR TO EMITTER INSTALLATION.
IF PLANTING ON A 4:1 SLOPE OR STEEPER, INSTALL BOTH EMITTERS ON UPHILL SIDE OF ROOT BALL.
EMITTERS SHALL BE SELF-FLUSHING, PRESSURE COMPENSATING-TYPE UNLESS NOTED OTHERWISE WITHIN TECHNICAL SPECIFICATIONS.

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# CASTLE VALLEY RANCH
## PLANNING AREA #17
## FINAL PUD DEVELOPMENT PLAN

| NUMBER | REVISION | DATE | BY |
|---|---|---|---|
| | | | |

CONSILIUM DESIGN, INC.
7353 South Alton Way, Suite 135
Centennial, CO 80112
Tel: 303.224.9520
Fax: 303.224.9524

| | |
|---|---|
| Job No. | TBD |
| Drawn by: | JBM |
| Date: | 06-03-2008 |
| QC: | PE: |
| File: | FDPSUBMITTAL |

IR2.0

# CVR Filing 11
# Combined Preliminary/Final PUD & Subdivision
# Development Plan Application

## New Castle Town Council

May 3, 2022

# Project Team

- Applicant – CVR Investors, Inc.
- Planner – Davis Farrar, Western Slope Consulting, LLC
- Attorney – David Myler, The Myler Law Firm PC
- Engineer – Dan Cokley, SGM
- Owners – Aaron Atkinson, John Elmore, Ron Atkinson,

# CVR Background

- CVR was annexed and PUD Master Plan approved 1983
- Density Reduced - 2,500 Units to 1,400 Units in 2002
- PUD Master Plan & Annexation Agreement amended by Ordinance 2002-2
  - Included Site Specific Development Plan
  - Granted Vested Rights – Currently to 2043
  - Established Permitted Land Uses & Bulk & Density Standards
  - Established Recreational Facilities Development Fee

Chapter 15.40 - RECREATIONAL FACILITIES DEVELOPMENT FEE

Sections:

15.40.010 - Purpose.

The purpose of this chapter is to obtain funding for the development of parks and recreational facilities by imposing a recreational facilities development fee, to be assessed by the town, upon each new residential dwelling unit constructed in or approximate to the town.

(Prior code § 10-14-010)

15.40.030 - Use of funds restricted.

All funds received under this chapter shall be used solely for the purpose of developing and equipping recreational facilities of the town, which purpose shall not include the operation and maintenance of such facilities.

# CVR Background

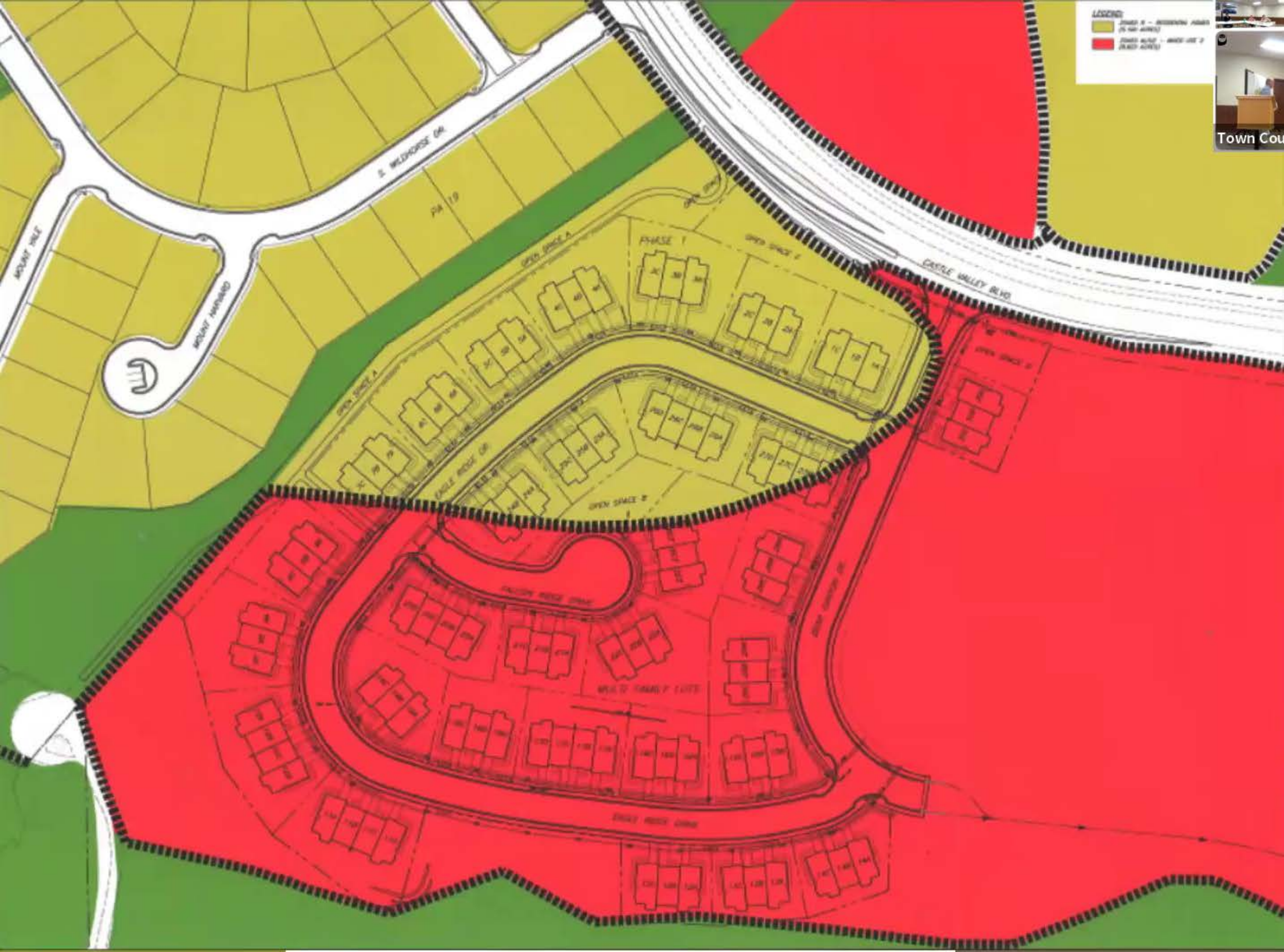
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  - Granted Vested Rights – Currently to 2043
  - Established Permitted Land Uses & Bulk & Density Standards
  - Established Recreational Facilities Development Fee
  - Required 10% Open Space & Land Dedication (66.55 Ac)
  - Required Town Maintenance Responsibilities on O/S
  - Required Water Rights Dedication
  - Required Castle Valley Blvd & Infrastructure Const.
  - Created Architectural Control Approval
- New Castle Comprehensive Plan Excluded CVR & Lakota because they were Master Planned PUDs



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

LEGEND: ZONE DISTRICTS

TOWN OF NEW CASTLE

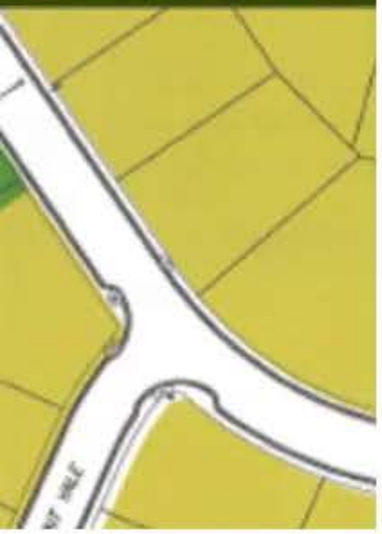

S. WILDHORSE DR.
MOUNT VALE
MOUNT HARVARD
PH 19
PHASE 1
OPEN SPACE A
OPEN SPACE B
CASTLE VALLEY BLVD
EAGLE RIDGE DR
EAGLE RIDGE CIR
MULTI FAMILY LOTS
LEGEND

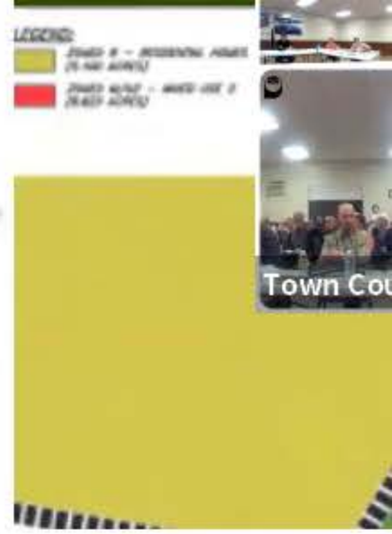



# Zoning

As an aspect of the Second Amended Annexation Agreement, the zoning for Castle Valley Ranch was completely revised. The purpose was to create the most flexible tool possible to respond to the ever-changing nature of the marketplace. Exhibit F to the agreement defines this zoning. Please note that the zoning map is divided up into residential and mixed use districts. Within those districts, one can choose a diversity of options. For example, in a residential district, one can choose any of the residential designations, or a combination thereof. This provides for extreme flexibility as to the product offerings that can be pursued.








## Established Zone Districts

Castle Valley Ranch, a Planned Unit Development District, is further divided into the following Zone District Classifications:

(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.

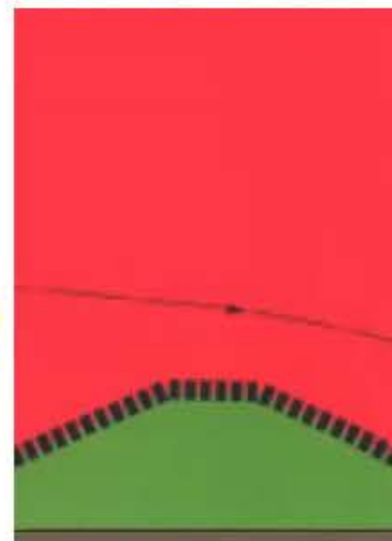
(2) **Mixed Use**

(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.

As an aspect c … Valley Ranch
was complete … to respond
to the ever-ch … es this zoning.
Please note th … cts. Within
those districts … district, one
can choose ar … vides for
extreme flexit …







## Established Zone Districts

Castle Valley Ranch, a Planned Unit Development District, is further divided into the following Zone District Classifications:



| 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 |
| Patio 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 |
| including 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 |

determined (or may be modified) at the time of approval of a PUD Development Plan for property within an MU-2 zone.

# Filing 11 History

- Sketch Plan – August 2019, 106 Units & Subsequently Reduced t

96 Units on 14.958 Ac or 6.4 Units/Ac.

- Combined Preliminary/Final PUD & Subdivision Development

Plans – July 2020, 91 Duplex, Triplex & Four-plex units on 15 Ac.

  - Density – 6.12 Units/Ac (**17.5 Units/Ac Allowed**).

- Planning Commission – Denied "Combined /Final PUD

Development Plan and Preliminary/Final Subdivision Plat".

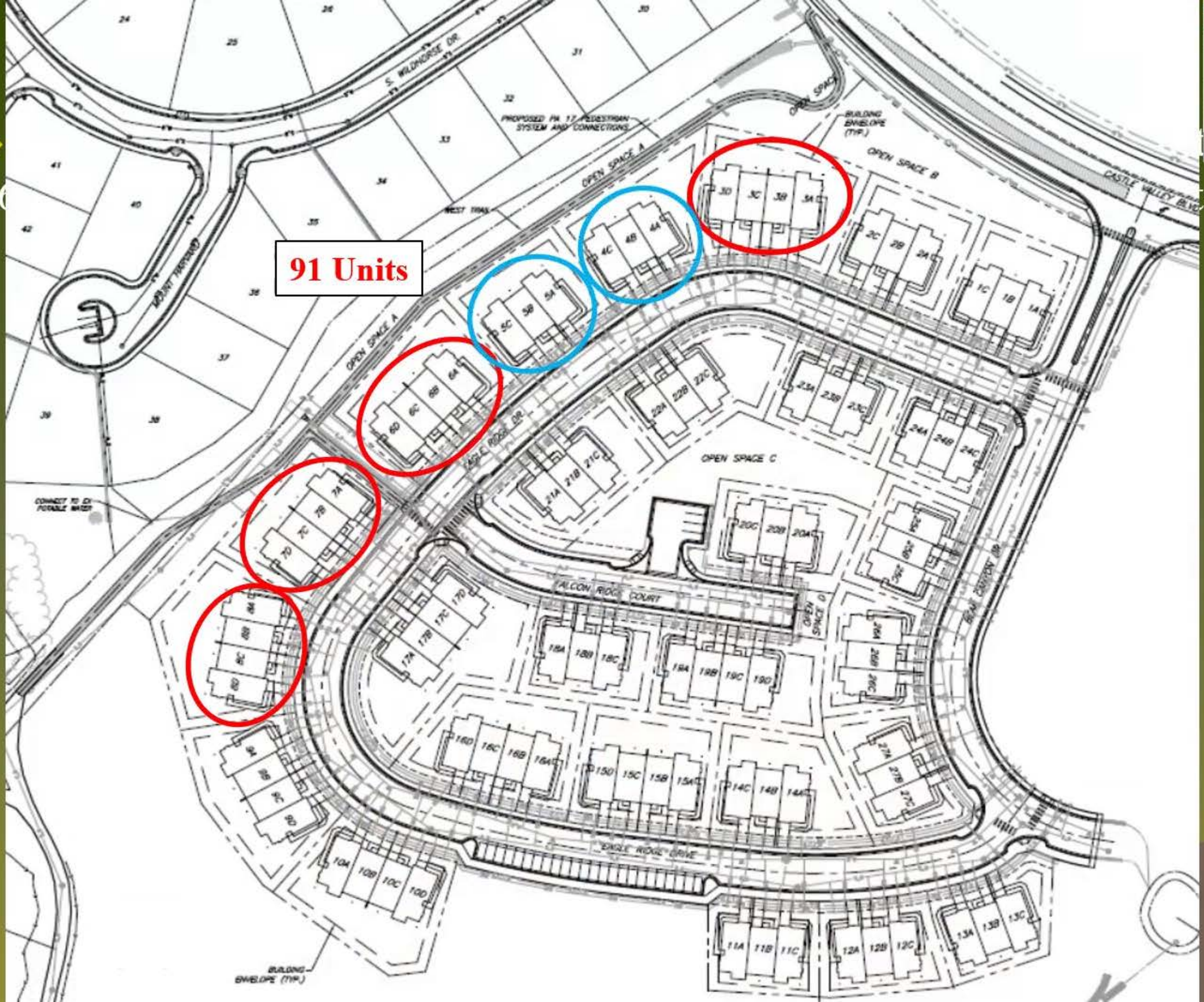
**MOTION: Chair Apostolik made a motion to deny the Combined Preliminary/Final PUD Development Plan and Preliminary/Final Subdivision Plat for Castle Valley Ranch Filing 11, Being a Portion of PA17 and PA19.**

**Commissioner Riddile seconded the motion and it passed on a roll call vote: Commissioner Lucio: Yes; Commissioner Riddile: Yes; Commissioner Westerlind: Yes; Commissioner McDonald: Yes; Commissioner Bourquin: Yes; Commissioner Sass: Yes; Chair Apostolik: Yes.**

# Filing 11 History

- Sketch Plan – August 2019, 106 Units & Subsequently Reduced t
96 Units on 14.958 Ac or 6.4 Units/Ac.
- Combined Preliminary/Final PUD & Subdivision Development Plans – July 2020, 91 Duplex, Triplex & Four-plex units on 15 Ac.
  - Density – 6.12 Units/Ac (**17.5 Units/Ac Allowed**).
- Planning Commission – Denied "Combined /Final PUD Development Plan and Preliminary/Final Subdivision Plat".
- Council Considered Appeal on Denial 6/21/20 & Sent Application Back to P&Z. "Councilor Hazelton made a motion to send the application back to the Planning & Zoning Commission to readdress the concerns, and for staff to give very specific direction as to what the concerns were for Mr. Atkinson and the town. Councilor Mariscal seconded the motion."
- P&Z Reconsidered Application:
  - 9/23/2020, 11/23/2020, 12/9/2020, 1/13/2021 (Approved Res. PZ2020-09)
- Council Decision to Consider Application at Noticed Meeting 5/3/2022

- 96


91 Units
OPEN SPACE A
OPEN SPACE B
OPEN SPACE C
OPEN SPACE D
EAGLE RIDGE DRIVE
FALCON RIDGE COURT
BUILDING ENVELOPE (TYP.)

- s.

# Filing 11

- Combined Preliminary/Final PUD & Subdivision Development Plans – March 2022, 85 Duplex & Triplex units on 15 Ac. All 4-Plex Units Eliminated.
  - Density –6.12 Units/Ac (17.5 Allowed).



# Filing 11




SERENITY PARK CIRCLE
FALCON RIDGE COURT
BEAR CANYON DRIVE
SERENITY PARK CIRCLE

# Compatibility w/ Adjacent Uses

- Adjacent Zoning – SF-2
  - 4,000 Min Lot Size – 7.0 Units/Ac
- Filing 11 – MF-1
  - 6.12 Units/Ac proposed. Allows 12.6 Units/Ac
- Duplex units are a commonly accepted transition from Single Family
- CVR Has many areas where Single-Family adjoins Multi-Family



Tri-Plex

Tri-Plex

Single Family

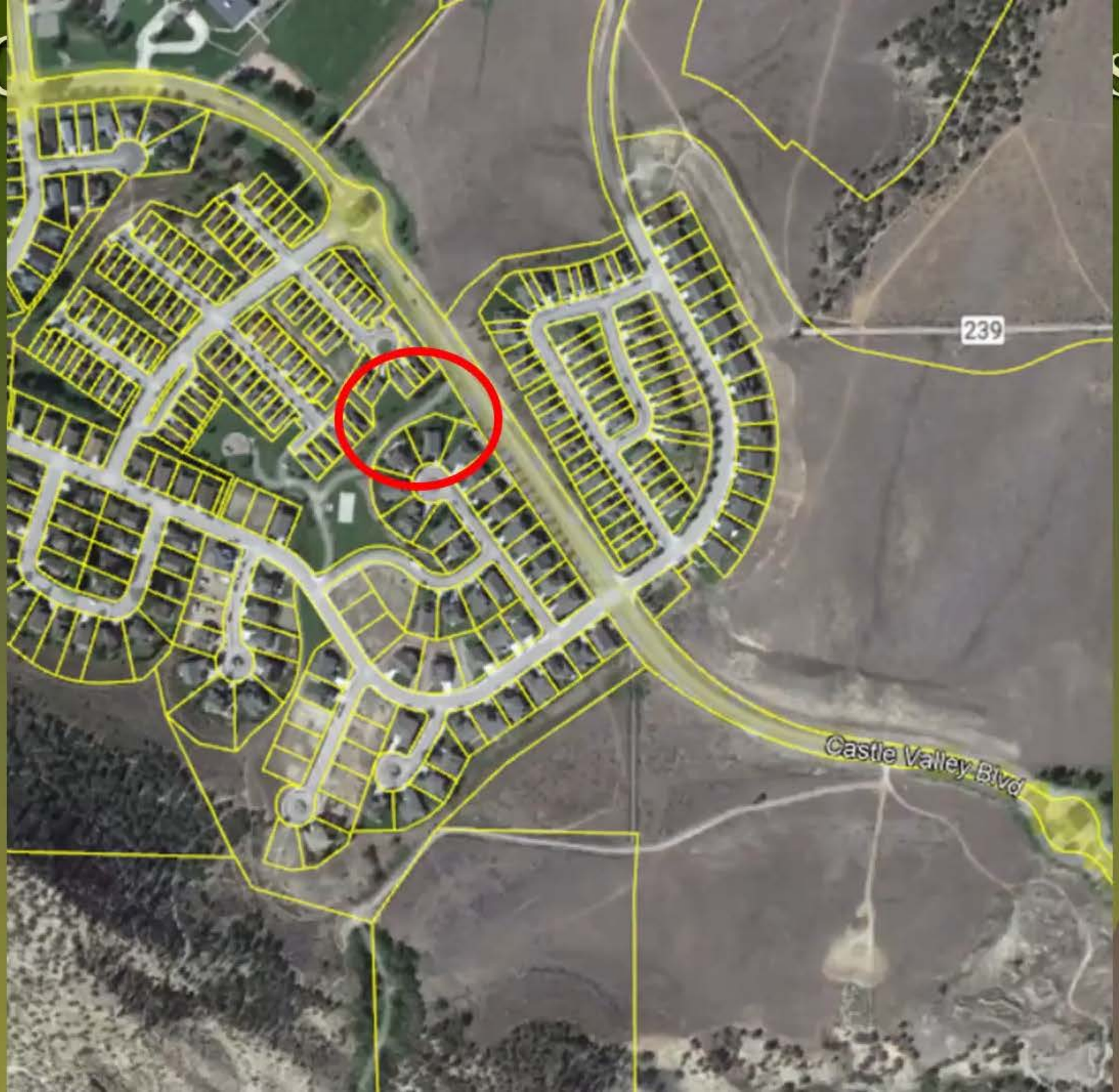
Single Family

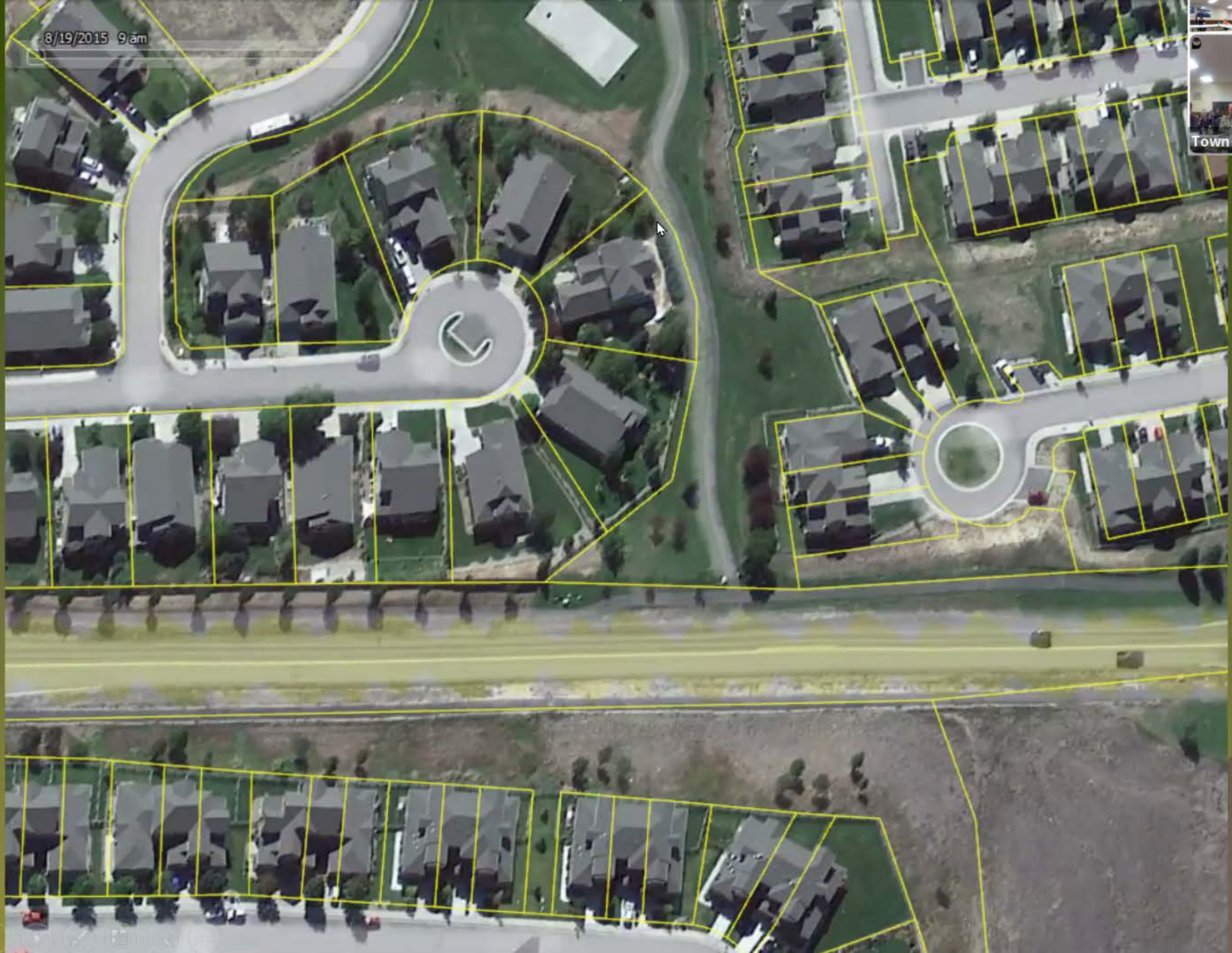
Single Family

Tri-Plex

239

Castle Valley Blvd


239
Castle Valley Blvd


8/19/2015 9 am
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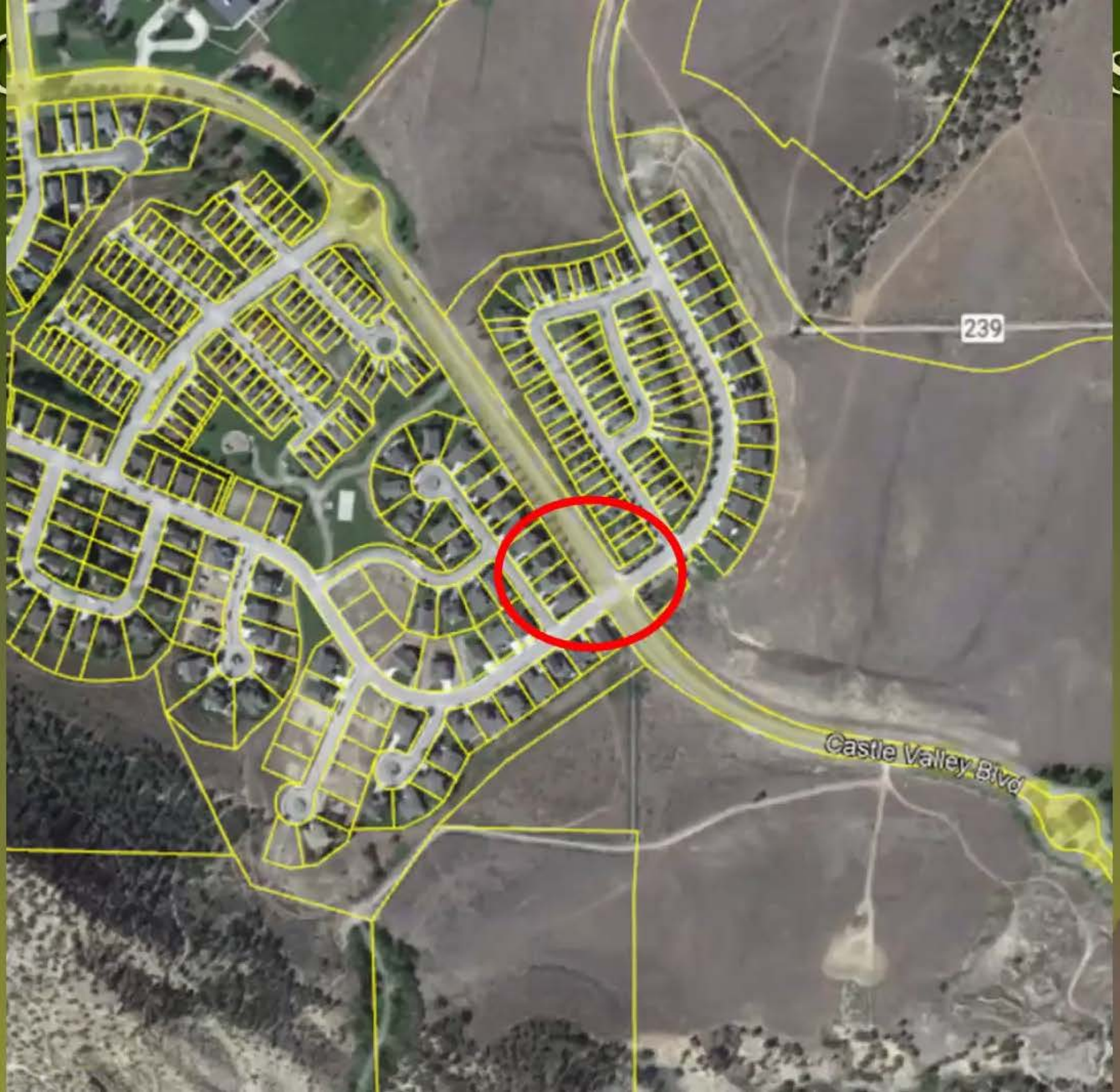
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Exit

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© 2022 Google


239
Castle Valley Blvd

8/19/2015 9 am

Town Co







501 S Wild

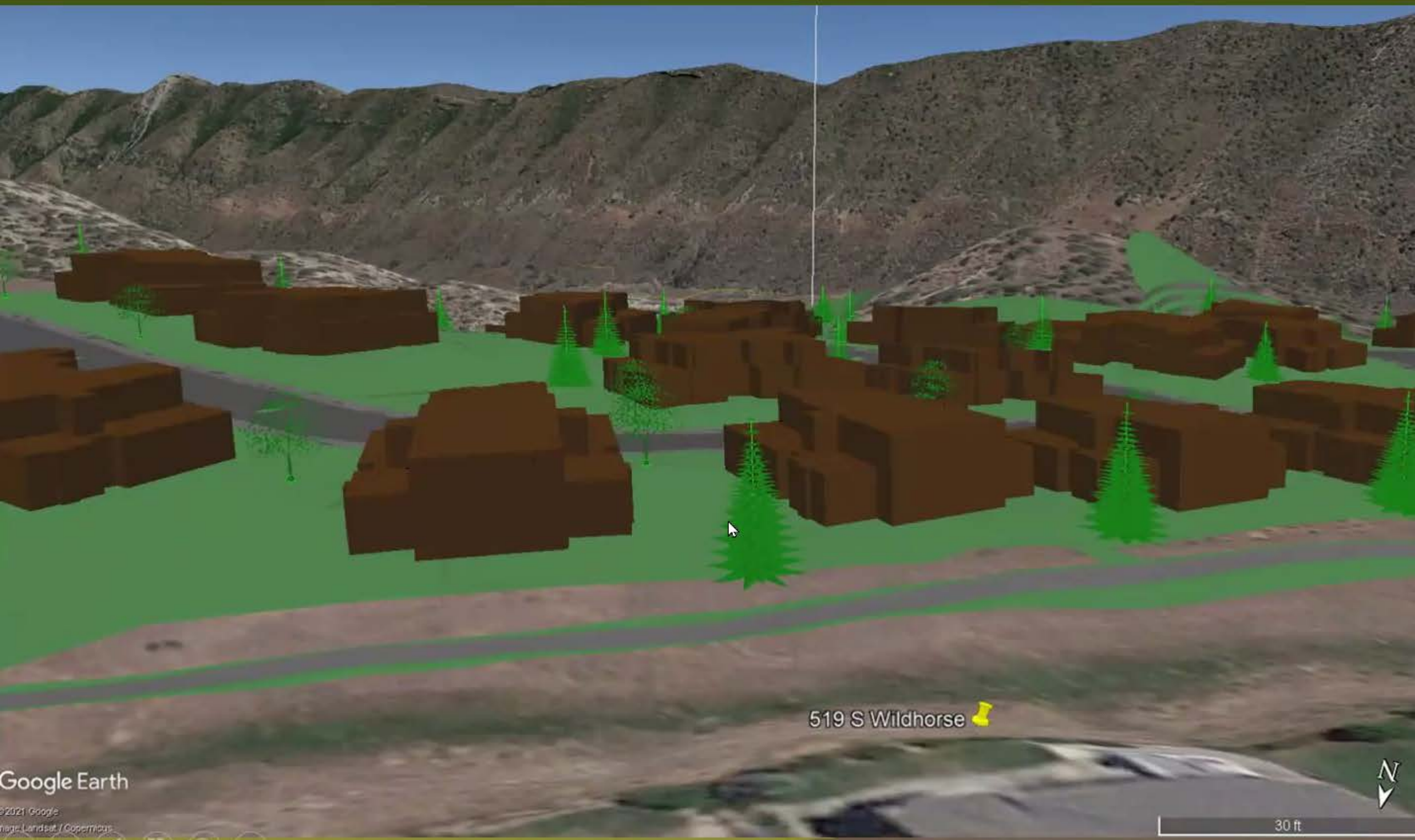




# Compatibility w/ Adjacent Uses



# Compatibility w/ Adjacent Uses



# Compatibility w/ Adjacent Uses



# Compatibility w/ Adjacent Uses



# Compatibility w/ Adjacent Uses



Front

# Compatibility w/ Adjacent Uses



**Front Patio**
**Middle Unit**

# Compatibility w/ Adjacent Uses



# Compatibility w/ Adjacent Uses



# Compatibility w/ Adjacent Uses



# Open Space

- CVR has **met** ALL O/S obligations
  - 10% of 665.53 Ac = **66.55 Acres**
  - Filing 11 is contributing **19.8%** of the site as O/S above the 66.55 Ac; an additional 2.97 Ac
- Public Open Space and Parks in CVR are for **ALL** residents and are strategically located in the PUD



e the



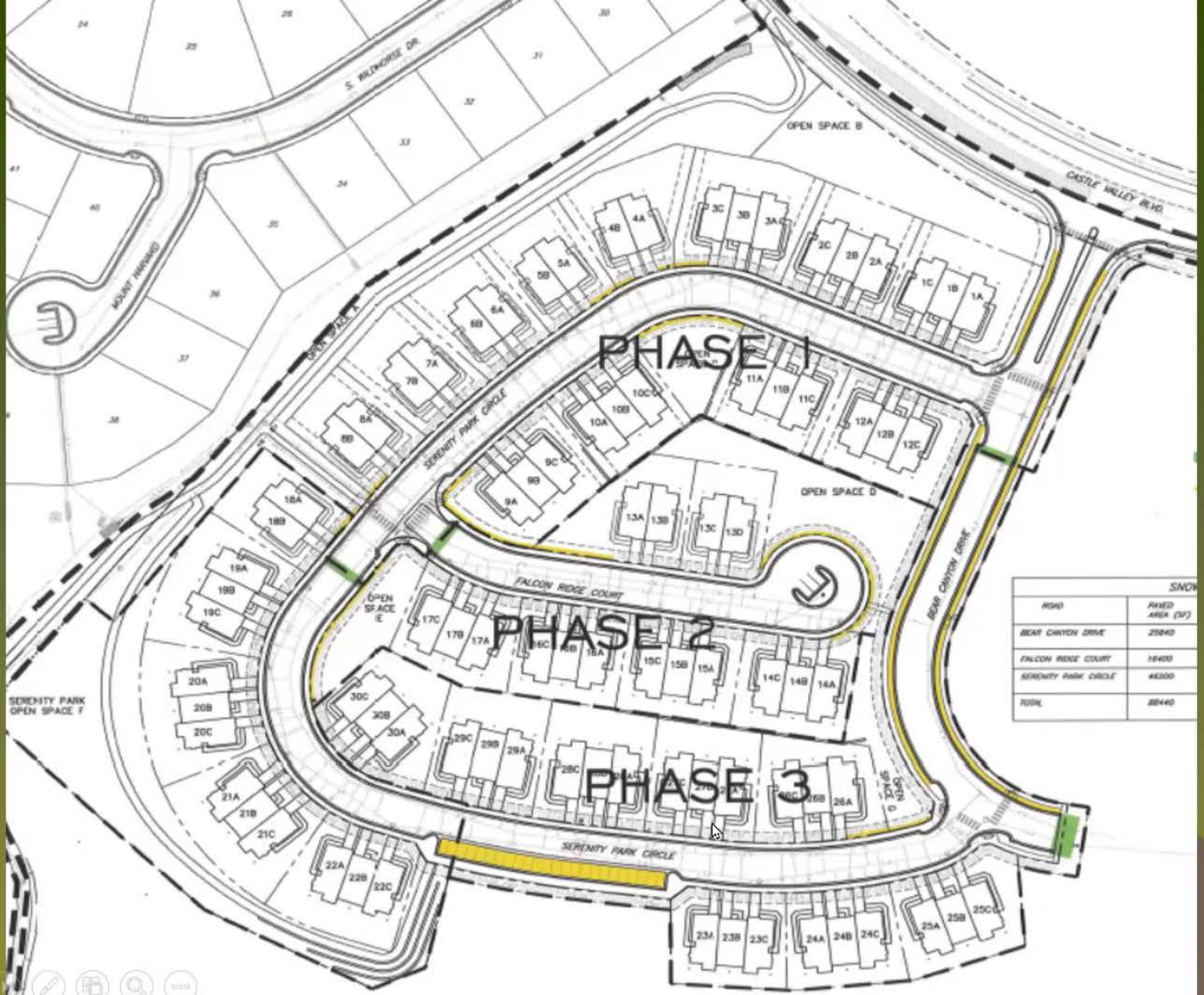


## CASTLE VALLEY RANCH OPEN SPACE AREAS

| | OPEN SPACE PER TOWN ORDINANCE | ADDITIONAL OPEN SPACE | TOTAL OPEN SPACE |
|---|---|---|---|
| FILING 1 | 12.81AC | N/A | 12.81AC |
| FILING 2 | 2.28AC | N/A | 2.28AC |
| FILING 3 | 9.06AC | N/A | 9.06AC |
| FILING 4 | 6.60AC | 2.70AC | 9.30AC |
| FILING 5 | 4.69AC | 1.72AC | 6.41AC |
| FILING 6 | 4.17AC | 1.32AC | 5.49AC |
| FILING 7 | 4.16AC | 5.41AC | 9.57AC |
| FILING 8 | 5.91AC | 1.55AC | 7.46AC |
| FILING 9 | 1.62AC | 0.07AC | 1.69AC |
| FILING 10 | 0.00AC | 0.00AC | 0.00AC |
| ALDER RIDGE TOWNHOMES | 1.67AC | N/A | 1.67AC |
| CASTLE PINE TOWNHOMES | 2.52AC | N/A | 2.52AC |
| SCHOOL | 30.00AC | N/A | 30.00AC |
| SKATE PARK | 2.86AC | N/A | 2.86AC |
| VIX PARK | 0.00AC | N/A | 9.55AC |
| MT MEDARIS | 14.23AC | 60.57AC | 74.80AC |
| TOTALS | 102.58AC | 73.34AC | 185.47AC |



# Snow Storage


PHASE 1
PHASE 2
PHASE 3
OPEN SPACE B
OPEN SPACE D
OPEN SPACE E
OPEN SPACE F
OPEN SPACE G
SERENITY PARK OPEN SPACE F
CASTLE VALLEY BLVD.
BEAR CANYON DRIVE
FALCON RIDGE COURT
SERENITY PARK CIRCLE
MOUNT PARNASO
S. WILDHORSE DR.
SNOW
ROAD
PAVED AREA (SF)
BEAR CANYON DRIVE 25840
FALCON RIDGE COURT 16400
SERENITY PARK CIRCLE 46200
TOTAL 88440

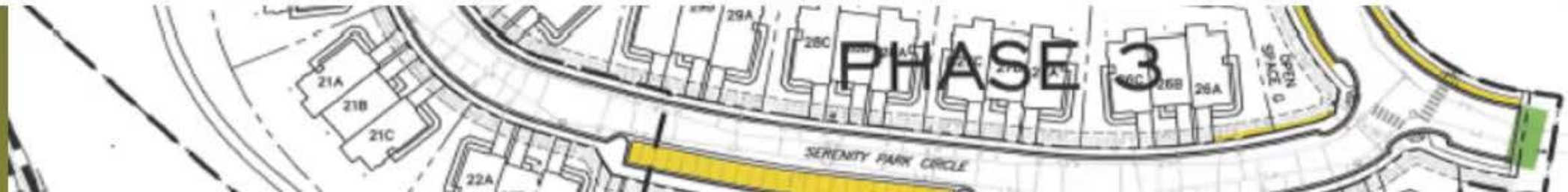
Dan C




Dan C

## SNOW STORAGE CALCULATIONS

| ROAD | PAVED AREA (SF) | 15% OF AREA (SF) | PLANNED SNOW STORAGE (SF) | |
|---|---|---|---|---|
| BEAR CANYON DRIVE | 25840 | 3876 | 5650 | 5' WIDE, BOTH SIDES WITHIN GREEN SPACE |
| FALCON RIDGE COURT | 16400 | 2460 | 2520 | 7' WIDE PER PLAN |
| SERENITY PARK CIRCLE | 46200 | 6930 | 8185 | 7' WIDE PER PLAN + 20' WIDTH SO. PKG |
| TOTAL | 88440 | 13266 | 16355 | 18% SNOW STORAGE CALCULATED |



# Parking

- 85 units x 2 spaces/unit = 170
- On-street parking internal - 90
- Serenity Park Circle/ Falcon Ridge perpendicular parking- 27
- Bear Canyon - 30
- **Total - 317**

# P&Z Conditions

- Approval Resolution PZ2020-09 Includes 24 Conditions
- CVRI sent Council a letter dated 11/16/21 on Conditions
- CVRI Agrees with 18 Conditions of Approval
- CVRI Wishes to Discuss Conditions a, c, d, f, g & x
  - **A.** Eliminate, reorient, or reduce the following buildings that adversely impact the natural character of the Property and the livability of the community: Eliminate Buildings 23 and 24 to make central open space more usable and to promote outdoor recreation; and Orient Building 29 so that the building is parallel to Eagle Ridge Drive.
  - **C.** Upgrade the open space off of Falcon Ridge Court as a central "green" with functional active or passive space.
  - **D.** Applicant shall adequately screen the western portion of Filing 11 from the adjacent homes along South Wild Horse Drive and Mt. Harvard Court.
  - **F.** Install street signage stating, "NO PARKING ON STREETS 48 HOURS AFTER A SNOWFALL EVENT OF 2" OR MORE."

# P&Z Conditions Cont.

- **G.** Provide 5’ landscape (“green”) buffers between the road and sidewalks along both sides of Bear Canyon Drive, and the inner radial lane of Eagle Ridge Drive. All green buffers shall be lined with trees except in designated easements.
- **X.** Diversify color and texture of the buildings within the subdivision.

- New staff recommended conditions in 4/26/2022 report
  - **1.)** (Revises condition e from PZ 2020-9) Identify all permanent snow storage easements on the final plat and any temporary locations on the phasing drawings. Except for the off-street parking area south of Serenity Park Circle, snow storage easements will include all areas identified in the final application packet in addition to easements between buildings 28 & 29 and buildings 26 & 27. Snow storage shall be free of all obstructions including fences.
- CVRI Agrees
  - **2.)** (Revises condition j from PZ 2020-9) Specify on the plat that trails for Open Space A & B will be constructed by the applicant as agreed upon at the public hearing dated May 13th, 2020.
- CVRI Agrees in part

# Closing Comments

- Filing 11 is consistent with the development pattern in CVR
- An additional **19.8%** of the site will be dedicated as O/S & Serenity Park (Additional **2.97 AC**)
- There is both vertical and horizontal separation between units (**10 to 12 feet vertical & 100 to 120 feet horizontal between units)** in Filing 11 & homes to the west
- One evergreen tree per unit will be planted in the O/S on the west project boundary and an opaque fence will be constructed for additional buffering.
- The well designed attractive multi-family units add to the diversity of housing and range of pricing in New Castle
- Filing 11 has been well engineered and meets all requirements of the town
- Filing 11 will be a positive addition to New Castle





**Final Application for Subdivision and PUD Development Plans**

**In Castle Valley Ranch, Filing II**

**TO: New Castle Town Council**

**FROM: Bonnie R. Daniels, New Castle Resident**

**SUBJECT: Final Application-Approval**

**DATE: April 26, 2022**

Thank you for taking opinions, views, protests, and objections from the Residents of New Castle regarding the final application approval of this proposed subdivision.

I have a background working with Developers and Builders during my 35-year career working in the real estate field. I have witnessed, firsthand, their challenges moving through the process of Planning & Zoning meetings and the final steps for Town Council approval. These are the developments I have participated in and only list them to lend to my credibility and opinions:

Blakewood Court – found the Developer/Builder. Assisted in the subdivision approval process.

Glenwood Highlands-found the Developer. Assisted in the subdivision approval process.

Cottonwood Landing. Worked with the Developer. Assisted in the subdivision approval process.

Sopris Station. Worked with the Developer. Assisted in the up-zone subdivision approval process.

Oasis Creek. Found the Developer/Builder. Assisted in the subdivision approval process. Denied.

Teller Springs. Worked with the Developer.

Sunset Ridge. Found the Developer/Builder. Assisted in the subdivision approval process.

4-Mile Ranch. Worked with the Developer for subdivision approval. Denied.

Park West. Found Developer. Assisted in the subdivision approval process.

Knoll Ridge Townhomes. Worked with the Builder.

Sitting through many P & Z meetings I learned a lot about the process and the concerns of the citizens. Yes, Developer/Builders are in the business of making a profit and will give/take to meet their objectives. Yes, the Public has a right to bring up objections and voice their opinions. I am now a “public” person, and I would like to make the following comments.

Yes – we need housing. But, Developer, do not call it “affordable.” The market will bear what the Buyer is willing to pay. The Developer takes his chances on a good outcome of profit. The Buyer will decide if it meets his/her needs and budget. It will not be Single-Family Housing. At today’s housing costs, there will be multiple people (related or not) living together. There will be no enforcement of “single family.” If there are 2-bedroom units, that will mean two cars at least. There will be 3-bedroom units and 3+ people living together, with three cars, at least. The solution is use of the garage(s) as garages and driveways as the location for vehicles (enforced). Town Council - do not allow the use of public streets for owners' excess vehicles. The streets need to be open and wide enough for snow plowing and emergency vehicles. Nearby cul-de-sacs have been filled with too many cars, making a fire truck or garbage truck unable to maneuver the turns.

Additional pocket parking areas should be spread out - off the streets. A bus stop location should be incorporated into the project both for school and public buses. Access in and out of the development is insufficient for emergency evacuation. Having experienced the fires personally that occurred in West Glenwood, I can attest to the traffic jams and panic. The residents of Glenwood Springs are currently seeking to vote against a current development in West Glenwood for just this reason, amongst others. I sat on Park & Recreation for years in Glenwood Springs. The Chairman, at the time, voiced his opinion of what parks and recreation should entail in a community. He cited the cities he had visited and the ones that he was most impressed with which were the ones with parks, trails, and open space. New Castle has a chance to be like that with tougher development requirements. These amenities make a potential development more popular and marketable. A win-win for the Developer and the Consumer. Unfortunately, the real loser in any development scenario is the wildlife.

Growth and change are inevitable. I would like Town Council to consider an approval that encompasses a project that you look back on and be proud of the accomplishment and not a shoulda/coulda scenario.

May 3, 2022

TO: Planning and Zoning Commissioners and Paul Smith, Planner
FR: Residents of New Castle
RE: Final Filing 11 application

We write to express our continuing concerns regarding the Filing 11 application to develop the property behind South Wildhorse Drive and Mount Harvard Court by CVR Investors, Inc. (CVR), a company located in Castle Rock, CO.

We identified several issues with this proposed development between May 2020 and December 2021, and they remain largely unanswered in this final application. Please remember that the Planning and Zoning Commission denied the draft application on a unanimous vote nearly two years ago. The developer had several opportunities to make significant changes to his plan, but the changes proffered did not rise to make this development a valuable addition to our town. Quite the contrary—we feel that this development offers nothing special for the town of New Castle.

**We URGE the council to deny this application until the development meets the spirit of the town's comprehensive plan, which recognized the high quality of life enjoyed by the town due to its open spaces, recreational opportunities, sense of community, and more.** We call attention to Comprehensive Plan Goal CG-1: Ensure that new development substantially conforms to the New Castle Comprehensive Plan principles, goals and policies and includes: Policy CG-1B: Applicants will be required to clearly demonstrate substantial conformity with the comprehensive plan in all applications; and, Policy CG-1D: Non-compliant land-use applications shall be modified to conform substantially to the comprehensive plan or will be rejected (Town of New Castle Comprehensive Plan, p.50).

In our letter of May 2020, we wrote that this high-density development offered very little usable open space, provides insufficient buffers between multiple-unit housing and single-family homes, inadequately considers the impact of the development to surrounding property values, ignores the need to maintain wildlife migration patterns, does not adequately provide for pedestrian/traffic interface on Castle Valley Boulevard, has not adequately addressed congestion in the development and traffic loading onto Castle Valley Boulevard. Moreover, it does not meet the vision for a development of 6-10 units per acre, as described in detail on page 38 of the Comprehensive Plan. It also limits the town's ability to provide mixed-use development. This development will leave the town with a densely packed **sea of rooftops that does little to make the town, or this development, unique or desirable**.

We recognize the right of CVR to develop this property; however, that right is not absolute. The town will bear the costs of a development that introduces condense housing without also allowing for much more open space for its residents. If this development is allowed as currently presented, we have much to lose, as described below.

**1. Too much density**

The planned net density for the development is 85 units on 13.5 acres, which exceeds the average density in the town, especially given the lack of additional open spaces, green areas/parks, and pedestrian walkways. As planned, there is little up-side. The town will face higher costs in traffic control, snow removal, fire response, road, water and wastewater infrastructure maintenance, etc. This means that we will all face higher costs, though the developer will not. Without adequate buffers and

open space, surrounding homeowners will likely see reduced property values, which seems very unfair to residents. The town has a responsibility to not damage current homeowners in permitting a new development.

Moreover, future residents of the development will face inadequate street parking, crowded streets, few amenities. A recent example can be found in the newly developed triplexes on Redstone Drive and Foxwood Lane, where congestion and parking are on-going issues. Residents in Cathedral and Capital Courts have voiced the same concerns. The same is true on other streets with multiple-unit housing with narrow streets. We all can see the mistakes made in dense housing without adequate parking and room to breathe—let's not make the same mistake here.

**2. Insufficient buffer between single-family and multiple family homes**

Concerns about an urban buffer were identified in the town planning staff report to the Town Council in response to CVR's initial sketch plan on October 1, 2019. The staff report noted concerns about the "blunt transition" from large single-family homes to high density homes. Very little action has been taken to meet those concerns since that report over two years ago.

The preliminary/final application allows just 59 to 72 feet of buffer behind the homes on South Wildhorse/Mount Harvard—but most of the buffer is the hill owned by the town, not land owned by the developer. A larger buffer is a win-win-win for residents and the town. Increasing the buffer not only brings the development into greater compliance with the goals of the Comprehensive Plan and helps protect property values, both outside and inside the development, it has the added benefit of **adding much-needed open space for the pedestrian walkway** and offers a corridor for wildlife. The Colorado Division of Wildlife has identified this area as an important deer habitat, and residents view deer everyday grazing and bedding in this field.

To our knowledge a visual impact analysis has not been done to reflect how this development affects the views of current residents. We think one should be done considering the buffer concerns, and what appears to be a cookie-cutter approach to the units, with no major design changes among the units, something stated as necessary in the Comprehensive Plan.

**3. Insufficient open space**

Municipal Code Sec.17.104.010 encourages a **creative approach to the development of land and an integrated open space system throughout the Castle Valley Ranch PUD.** The Town of New Castle's Comprehensive Plan calls for pedestrian networks, recognizes the importance that citizens put on open spaces and calls for **preserving open space and natural beauty whenever possible**.

The Comprehensive Plan further calls for the creation of park space so to meet the standard of an additional 14 acres of usable park land for every thousand person increase in the town's population. Data from the Comprehensive Plan showed that the town was just under the minimum in 2007 (13.6 acres to service roughly 4,000 people). The addition of Dancing Bear Park is welcomed, but does not add enough park space to meet the standard. **Thus, more park space is needed as development continues**.

Open spaces provided by the developer might meet the minimum requirement of the town, but a drainage area and strip along Castle Valley Boulevard fall far short of what the town, its citizens, and any reasonable person would view as usable and valued open spaces.

Also troubling is the pedestrian walkway that currently is designed to end at Castle Valley Boulevard. There is no provision for safe crossing of the street; there are no sidewalks that join that area. The only crosswalk that exists is on the north side the South Wildhorse/Castle Valley Boulevard intersection.

Serenity Park proposed by the developer is land next to the drainage and culverts near the parking for Medaris trail. Shifting the park to the hill above it would provide a much nicer opportunity for recreation. **We concur with the staff report that urged that the development have more open space than currently proposed.**

**4. Wildfires and other considerations**

As the town's population increases, we must consider how people will evacuate should a wildfire hit the town. We've seen how quickly fires can move, most recently in Louisville and Superior, where over 1,000 homes were destroyed because of the Marshall Fire. This proposal will not only add to the traffic loading on Castle Valley Boulevard, but it also creates a congested area within the development. Congestion is already apparent on Castle Valley Boulevard, the only street out of Castle Valley Ranch. However, what is now an inconvenience may become a very serious danger should a wildfire sweep the area, as people have no way out other than one street. In October 2019, many residents witnessed the fire on the hill that is adjacent to the land in Filing 11. We were lucky that time, due to the amazing work of our firefighters and the availability of air support. Next time we may not be so lucky. This issue is paramount in the minds of many Castle Valley Ranch residents and must be considered with any development, but **especially in ones with high density that compounds traffic concerns.**

Additionally, as noted in the first staff report, concerns continue regarding how the remaining lots on the other side of Castle Valley Boulevard, along North Wildhorse, and VIX Park will be developed. **The town has a great opportunity to consider the prominent value residents place on open spaces, with connected trail systems in thinking about future development. It also must consider where and how multiple-use building will occur.**

**We encourage the town to carefully consider infrastructure capacity.** The Comprehensive Plan acknowledges that water, especially during drought, will be scarce. The additional costs of processing wastewater and providing drinking water should be carefully reviewed. We saw no stormwater management study in the materials for Filing 11. As development continues and impervious surfaces increase, please remember that the stormwater on both sides of Castle Valley Boulevard drains into the propose Filing 11 area.

**In sum, we have an opportunity to make New Castle a highly desired gem of a town through careful development, but once that opportunity is lost, we've lost it forever.** The Town of New Castle has an opportunity to promote development that aligns with its comprehensive plan, Smart Growth Principles, and the stated desires of the community to protect the town's scenic quality and open space. **Let's think creatively to maintain a sense of place. Let's work cooperatively to make this development a prized neighborhood instead of a just-so one.** We urge you to not approve this application until it more closely represents these goals as stated in the Comprehensive Plan. We hope we can partner with the developer to make this a stand-out addition to our town. We stand ready as residents to assist the town that we all love in honoring the New Castle Comprehensive Plan and vision as set forth.

**Sincerely,**

| | |
|---|---|
| Denise Scheberle | 507 S. Wildhorse Drive |
| Steve Scheberle | 507 S. Wildhorse Drive |
| Sally Linden | 805 Ute Circle |
| Mary Johnson | 247 N. 7th Street |
| Tom Elder | 247 N. 7th Street |
| Diane Blasingame | 382 Faas Ranch Rd |
| Myrna Candreia | 26 Foxwood Lane |
| Tim Rydell | 423 Hitching Post Lane |
| Karen Schwenk | 511 S. Wildhorse Dr. |
| Tom Schwenk | 511 S. Wildhorse Dr. |
| Ines Baquero | 73 Mt. Harvard |
| Wayne Shelton | 501 S. Wildhorse Drive |
| Virginia Shelton | 501 S. Wildhorse Drive |
| Bonnie R. Daniels | 33 Buckskin Circle |
| Patrick M. English | 33 Buckskin Circle |
| Janine High | 44289 Highway 6 |
| Ruth Belda | 845 Ute Circle |
| Larry Dragon | 845 Ute Circle |
| Carol Boschert | 528 Honeysuckle Drive |
| Jennifer Hawley | 120 Deer Valley Drive |
| Andrew Hawley | 120 Deer Valley Drive |
| Lynne Cassidy | 655 S. Wildhorse Drive |
| Robert Wang | 655 S. Wildhorse Drive |
| Christine Kroening | 24 Sunlight Drive Carbondale, CO |
| Janet Kinghorn | 370 Maroon Court |
| Lindy Rider | 362 Faas Ranch Rd |
| Elvin Rider | 362 Faas Ranch Rd |
| Erin Courtney Quinn | 142 W. Cathedral Ct. |

| | |
|---|---|
| Jean Huyser | 34 Foxwood Lane |
| Annie Books | 381 Faas Ranch Rd |
| Bob Books | 381 Faas Ranch Rd |
| Steve Griffith | 387 Faas Ranch Rd |
| Helen Griffith | 387 Faas Ranch Rd |
| Carol Wolff | 305 Faas Ranch Rd |
| John Wolff | 305 Faas Ranch Rd |
| Renee Miller | 119 Redstone |
| Phil Nutter | 311 Faas Ranch Rd |
| Janean Nutter | 311 Faas Ranch Rd |

New Castle Town Council,

I am writing this letter on behalf of New Castle Trails and members of the community who value trails and open space in New Castle.

New Castle Trails formed in 2015 with a vision of creating a culture of outdoor recreation and stewardship in our community. At the time there was no cohesive vision for trail development in our community, and it was obvious to us that the interest was there, it just needed a little spark to get the fire going.

Our group began collaborating with then Town Administrator Tom Baker, who helped us identify Town Open Space where future trail development could be considered. One of the areas identified was the existing Town Open Space just southeast of the Atkinson Property, locally called Prendergast Hill. Our young group enlisted the help of the International Mountain Bike Association to host a trail building session in New Castle, where we learned the skills required to build high quality and sustainable trails. We left our trail building session and proceeded to design and build the singletrack trail on Prendergast Hill. A trail that has become very popular with local bikers and hikers.

Our group immediately started envisioning a singletrack trail connection between Prendergast Hill and Mount Medaris, where trails already existed. We felt this network of trails, right in the middle of Castle Valley Ranch would be an incredible asset to the community. At that time, in 2015 I reached out to Aaron Atkinson about the possibility of working with the Town on a license agreement to build this critical connection. Given the great length of time likely required for the landowner to complete this development and incrementally free up open space to the town for this connection, we anticipated the connection could take 10-20 years to complete. This duration of time for completion is frankly unacceptable. At that time Mr. Atkinson agreed that it was a good idea in concept, but to no surprise was not interested in putting in the legwork to make it happen pre-development.

Now here we are reviewing the development of at least a portion of this land adjacent to the land where this connection could be built. By all counts this land is undevelopable, thus not suitable for residential development.

New Castle Trails cannot speak to the functional details of this proposed development. We trust that Dave Reynolds and his skilled staff will ensure that the development is right for the town. Our group is here to respectively ask that the developer do something out of the ordinary to this type of proposition, and truly consider what the needs of the community are. In the case of New Castle, trails and open space are routinely noted as a top priority for reasons for living in our town. I would encourage the Town and the developer to work together and see this opportunity as a benefit for the Town that the developer will no doubt profit from and consider opening up this critical trail connection as town open space even if they don't see it as a requirement for approval of this planned development.

A show of good faith to the community such as what I have proposed above would go a long way in securing New Castle Trails, one of the Town's largest advocacy groups, as a supporter for your proposal. A business as usual approach to this proposal, where profits and flexibility are put ahead of the needs of the community makes it very hard for our group to advocate for this proposal.

Thank you for your time,
Adam Cornely
Chairman, New Castle Trails

**New Castle Town Council Regular Meeting**
**Community Center, 423 W Main Street**
**Tuesday, May 03, 2022, 7:00 PM**

Virtual Meetings are subject to internet and technical capabilities.

To join by computer, smart phone or tablet:
https://us02web.zoom.us/j/7096588400
If you prefer to telephone in:
Please call: 1-346-248-7799
Meeting ID: 709 658 8400

Follow the prompts as directed. Be sure to set your phone to mute until called on

**Call to Order**
Mayor A Riddile called the meeting to order at 7:00 p.m.

**Pledge of Allegiance**

**Roll Call**

| | |
|---|---|
| Present | Councilor Mariscal |
| | Councilor Carey |
| | Councilor Hazelton |
| | Mayor A Riddile |
| | Councilor Copeland |
| | Councilor Leland |
| Absent | Councilor G Riddile |

Also present at the meeting were Town Administrator Dave Reynolds, Town Clerk Melody Harrison, Deputy Town Clerk Mindy Andis, Administrative Assistant Remi Bordelon, Town Planner Paul Smith (virtual), Public Works Director John Wenzel, Town Treasurer Loni Burk, Town Engineer Jeff Simonson, Town Attorney David McConaughy and members of the public.

**MOTION: Mayor A Riddile made a motion to excuse Councilor G Riddile's absence. Councilor Hazelton seconded the motion and it passed unanimously.**

**Meeting Notice**
Town Clerk Melody Harrison verified that her office gave notice of the meeting in accordance with Resolution TC 2022-1

**Conflicts of Interest**
There were no conflicts of interest.

**Agenda Changes**
There were no agenda changes.

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**Citizen Comments on Items not on the Agenda**
There were no citizen comments.

**Consultant Reports**
Consultant Attorney – present for agenda items.
Consultant Engineer – present for agenda items.

**Items for Consideration**

**Consider Ordinance TC 2022-9, an Ordinance of the New Castle Town Council Approving a Final Development Plan and Phase I Final Subdivision Plat for Portions of PA17 & 19, Castle Valley Ranch PUD (1st reading)**
Town Administrator Dave Reynolds told the council that the Town Planner Paul Smith was out sick but had joined the meeting via Zoom. He said that he would review the staff report on Planner Smith's behalf.
Administrator Reynolds introduced the town staff present for the meeting which included himself, Town Planner Paul Smith, Public Works Director John Wenzel, Planning & Zoning Commission Chair Chuck Apostolik, Town Attorney David McConaughy, Town Engineer Jeff Simonson, and Fire Prevention Chief Orrin Moon.
Administrator Reynolds also introduced representatives of the Filing 11 application which included Aaron and Ron Atkinson, Attorney David Mylar, and Planner Davis Farrer.

Mayor A Riddile said that there was some feedback in the audio and asked if that could be corrected. Clerk Harrison said they were working on it.

Administrator Reynolds addressed those who were 'zooming' into the meeting and said that staff was aware they were there. He said that the clerk had them on mute for the time-being. He said the staff report on the application would be presented first and then the applicant will present. After that, if there was time, the mayor will call for public comments. He asked that those who were virtual to raise their hands to be called on to comment.

Administrator Reynolds explained to the council that there were several packet items in front of them which included a notebook with the application; a packet of all the final application drawings; and a packet that began with a staff report and attached to that were some drawings. He held up his copies to demonstrate to the council which items he was referring to.

Administrator Reynolds said they will begin with the staff report and it's attached drawings, all of which were found in the larger packet. Administrator Reynolds said that Planner Smith had written the report and he had done some work on it as well. Assistant Town Attorney Haley Carmer had also reviewed it.

Administrator Reynolds reviewed the following staff report in detail:

# Staff Report

**Castle Valley Ranch Filing 11**
**Combine Final PUD & Subdivision Development Plan**
**Town Council – May 3, 2022**

Report Compiled: 4/28/2022

## Project Information

| | |
|---|---|
| **Name of Applicant:** | CVR Investors, Inc and its assigns |
| **Applicant's Mailing Address:** | 1038 Country Club Estates Dr., Castle Rock, CO |
| **Phone/Email:** | 303-549-1916; aa@hackstafflaw.com |
| **Property Owner:** | CVR Investors, Inc. (Aaron Atkinson) |
| **Owner Mailing Address** | Same as applicant |
| **Proposed Use:** | 85 dwelling units on 30 individual lots, zoned MF-1 |
| **Legal Description:** | 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<br>Section: 31 Township: 5 Range: 90 A PARCEL OF LAND SITUATE IN THE N1/2 SEC 31 CONT 15.505 AC AKA PARCEL 5 |
| **Street Frontage:** | Castle Valley Blvd |
| **Master Plan Zoning:** | Residential (R) & Mixed Use (MU) |
| **Surrounding Zoning:** | Single Family – North & South Wildhorse Dr.<br>Multifamily – Redstone Dr. & Foxwood Ln.<br>Mixed Use & Residential General Zoning – Parcels North & East of proposed |

## *I General History:*

The application for Filing 11 was initially submitted for sketch plan review on August 2nd, 2019 followed by a combined preliminary/final PUD and subdivision application submitted on February 10th, 2020. After several amendments, the application was denied by the Planning Commission (P&Z) on June 20th, 2020, as reflected in resolution PZ 2020-6 for reasons summarized in the staff report dated August 26th, 2020 and further discussed on page 4 of this report. Upon appeal of this decision to Town Council, the applicant was granted an opportunity for re-evaluation with P&Z. On January 13th, 2021, after a lengthy process of review and changes to the application, P&Z advanced the application from preliminary application status to final application status with the conditional approval set forth in

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Resolution PZ 2020-9. Resolution PZ 2020-9 was issued with the understanding that only the preliminary portion of the original application was under consideration, and that the applicant would return to P&Z with a completed final application addressing the conditions issued, as well as provide the required additional information needed to meet the submittal requirements of a final application.

Pursuant to municipal code (MC 17.100.070) P&Z is authorized to make binding decisions only on preliminary PUD applications. Final PUD applications are subject to review and recommendation by P&Z and a final and binding decision by Town Council only. After Resolution PZ 202-9 was adopted, Applicant's attorney submitted a letter arguing that a combined preliminary/final application should be viewed as and subject to the procedures applicable to a final application with all preliminary elements included. Therefore, the applicant argues, when P&Z denied the original combined preliminary/final application on June 20th, 2020, P&Z should have only been functioning as a *recommending* body (See Attorney David Myler's letter dated, November, 22, 2021)and the application should have proceeded to Council to make the ultimate binding decision on the application.

On January 4th, 2022, Town Council considered Applicant's procedural argument and decided that, all things considered, it was best to consider the application on its current merits and not require a new final PUD application submittal and related process, including another public hearing before P&Z. Instead, Council agreed to consider the preliminary/final application submitted in February 2020, subject to any amendments the Applicant chose to make in response to Resolution PZ 2020-9. Following staff review of updated application materials submitted on January 12, 2022, the Council meeting regarding the application was set and officially noticed for May 3rd, 2022. The applicant and the town agreed that public comment will be taken during the meeting, and that a representative from P&Z will be allowed to comment.

The application packet presented to Council contains the original preliminary/final application materials submitted in February 2020, and amendments to those materials made by applicant in response to negotiations between P&Z and the applicant as well as the conditions recommended by P&Z in Resolution PZ 2020-9. Ordinance TC 2022-9 presents a proposed determination regarding the application. Council may approve the application, with all, some, or none of the conditions proposed in Ordinance TC 2022-9, or deny the application. If Council votes to deny the application and ordinance on first reading, no further action is required. If Council votes to approve the application and ordinance on first reading, the ordinance, as may be amended by Council on first reading, will be presented to Council again at its next regular meeting for approval on second reading.

***A. Sketch Plan – 10/1/2019***

A sketch plan application for Filing 11 was reviewed by P&Z on September 11, 2019, and by Council on October 1, 2019. At that time the proposal contemplated 96 multi-family dwelling units comprised entirely of tri-plexes and four-plexes similar in style to existing units along Redstone Dr. and Foxwood Ln. in Castle Valley Ranch. The 13.5 acre proposal spanned both mixed-use and residential zones south of Castle Valley Blvd and east of S Whitehorse Dr. The general concept of the sketch plan – lot sizes, open space, trails, & roads – tracked closely with a prior application submitted by Village Homes, Inc. in 2008. The 2008 application was for 62 single-family homes and was ultimately withdrawn.

At both meetings it was noted by the Applicant that the sketch plan demonstrated substantial compliance with the municipal code, adopted model codes, public works manual, and the Comprehensive Plan (*CP*). Staff acknowledged that the overall *design* conformance was

substantial, however, it disputed the degree of continuity with the *CP* and aspects of the CVR Master Plan. Staff maintained that though strict compliance with the *CP* may not be practical in some cases, the *CP* is intended to provide qualitative and quantitative guidance for future land use and is made binding by virtue of its inclusion of the approval criteria for land development applications pursuant to C.R.S. 31-23-206 and Chapter 17.100 of the New Castle Municipal Code.

The sketch plan process produced points of consensus and debate. Those included:

Points of Consensus:

- For a preliminary/final application, all submittal components need to be thorough and complete prior to meeting with P&Z and Town Council.
- The Applicant's product – triplexes on Redstone Dr and Foxwood Ln – has generally been well received by buyers. The units are energy efficient with various modern amenities.
- The typical price-point has been competitive with Lower Valley multi-family development.
- High density residential is better suited along and south of Castle Valley Blvd. (CVB) rather than in the vacant parcels to the north of CVB.
- Land use proposals should prioritize the health and well-being of the community.
- An east-west connector trail should be integrated into the design.
- A looped raw water system is best practice for landscape irrigation.
- View planes should be preserved as much as feasible.

Points of Debate:

- Two-thirds of the proposed development consists within a mixed-use zone as specified by the Castle Valley Ranch Master Plan. Areas of strategic, small-scale commercial development should be considered in fidelity with the vision of mixed-use in the *Comprehensive Plan*.
- The developer is currently party to a restrictive covenant committing them to no more than 303 additional residential units and no commercial development. The Town is not a party to this agreement and takes a position that this restrictive covenant does not change the approved zoning for the area, or relieve the applicant from developing this area as currently zoned.
- Pedestrian circulation should be improved to provide direct access to open space, parks, and other areas throughout the Castle Valley Ranch PUD.
- Diversity of dwelling units should be included into the design rather than the same style throughout.
- The density and design of multi-family homes seemed misplaced when directly bordering larger single-family homes on S Wildhorse Dr. Transitions should be more subtle.
- Trail connectivity was limited. The proposed Open Space D was not useful. A park amenity would be a better use of that location.
- Off-street parking, though compliant with codes, would create ongoing challenges for traffic flow and snow storage given the density, road widths, attached sidewalks, and propensity of residents to have more than two cars per household or using their garages as storage.
- Snow storage was not adequately specified on the site plan.
- C Ave might be considered for a future emergency access road, in hindsight to the small fire that broke out on Mt. Medaris in the summer of 2019.

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- There should be separation between the curb and sidewalk for pedestrian safety and snow storage.
- The proposal did not sufficiently represent the Smart–Growth model endorsed by the *Comprehensive Plan*. Smart-Growth promotes sustainable communities with compact residential mixed with commercial amenities and services, all reasonably accessible without vehicles.
- There was dissatisfaction with not knowing the development plan with the neighboring parcels. Without visibility it would be difficult to assess the appropriateness of the current proposal with the overall community. A master plan amendment was recommended to flesh-out those details.

Per Council request, the Applicant presented the conceptual plan to the general public at an open house. The meeting unfortunately was not well attended, but the few attendees did provide feedback based on comparisons with Redstone Dr. & Foxwood Ln. and their recollection of the original application for Filing 11 in 2008. The units have generally been well-built and at an attractive price-point to a variety of consumers. However there was comment that the build-out could have better planned for parking, traffic flow, and non-vehicular movement.

***B. Denial of Preliminary/Final Application 5/13/2020 to 8/7/2020***

On May 13, 2020, the New Castle Planning Commission opened the public hearing for Resolution PZ 2020-06 on a combined preliminary/final PUD and subdivision application for Filing 11 in Castle Valley Ranch. Based on feedback received during sketch plan, the application was modified to 91 duplex, triplex, and four-plex units on approximately 13.5 acres. At the continuance on May 27, 2020, the Commission – as the approval body for preliminary PUD applications – unanimously denied the preliminary portion of the application because of noncompliance with the Comprehensive Plan, Section 17.100.090(A)(6) of the municipal code, and other grounds as reflected in the record of the public hearing pursuant to the approval criteria for PUD applications in Section 17.100.090. Specifically, P&Z determined that the application:

- ***Is NOT generally compatible with adjacent land uses***
  - Development in the vacant parcels to the north and east remained undetermined. A master plan amendment, introduced by the applicant on February 12, 2020, was pondered as a way to rezone all remaining lands owned by the applicant in Castle Valley Ranch from mixed use to residential use. The intent was to clarify the nature of future development of those parcels. However, the application was ultimately withdraw and thus Filing 11's compatibility with the neighboring parcels remained difficult to ascertain.
  - The proposed style and density of multifamily units was deemed to be out of balance with the large, single-family residential homes on South Wildhorse. Adverse impacts on aesthetics and property values would be likely.

- ***Is NOT consistent with the comprehensive plan***
  - Residential or commercial development of 50 lots/units or greater shall include a mix of land-use types that "provide effectively integrated convenience retail, employment, services, parks/open space/trails, public transit, and non-motorized access *(Goal CG-4A)*. Proposed amenities are used sparingly.

- A large-scale, multifamily development would challenge the livability of the community. Shortcomings with parking, usable open space, non-vehicular circulation, and snow storage will generate a more utilitarian experience rather than one hospitable to quality places that people want to live, work, play, and learn in *(Goal CG-5)*.
- Mixed-use zoning, as defined in the master plan, Town code, and the comprehensive plan, signifies a mixture of residential and non-residential development. Mixed-use affords a community the possibility for local amenities, services, and possible employment *(Goals CG-4A thru E)*;
- Existing wildlife corridors would be displaced with little attention given to relocation habitat *(Goal EN-1).* Sensitive environmental areas will be preserved, and open space corridors will be used to break up continuous areas of development *(Goal POST-4A-B)*.
- Though marketed as competitively priced, the multifamily units would likely sell at price points at or above $400k similarly to other townhomes in Castle Valley Ranch. New development should embrace aspects of genuine affordability with a diversity of densities, types, and unit sizes (Goal HO-2A).
- Sidewalks and trails could go further in generating connectivity between neighboring parks, open space, and other filings along Castle Valley Blvd. Separated sidewalks and a trail easement between Ganley Hill and Prendergast Hill were recommended *(Goal T-1F).* The intent of the Commission is to encourage non-motorized trails and generous open space which promote recreational value *(Goal POST-3)*.
- Road designs do not adequately accommodate public safety access and will increase road maintenance. Single car garages often means that owners will habitually default to using the garage as storage and at least one vehicle will be forced to park on the street. Single car garages that are served by single car driveways can lead to vehicle stacking issues which often results in heavier parking loads on the streets. Mobility will be tight even in the best conditions. The resulting congestion, as already experienced on Redstone Dr. and Foxwood Ln., will lead to costly snow removal and at times generate obstacles for emergency equipment *(Goal T-1G)*.

- ***The uses proposed are NOT permitted outright in all instances***
  - Roughly 2/3's of the site plan spans mixed use zoning. While multifamily housing is a permitted use in the mixed-use zone district, the zone district is purposely designated for a mixture of uses in accordance with the adopted Smart-Growth model and is meant to complement residential areas by providing needed services and amenities. Development of only residential units in the mixed-use zone does not comply with the purpose of the zone district.
  - Due to the applicant's obligations to a restrictive covenant which does not involve the town, the applicant is compelled to develop only residential units on the property. This obligation, however, does not mean the applicant is forced into exclusively multifamily townhome development. Staff and the Commission offered possible solutions for development which, though forfeited a commercial element, offered diversity, amenities, and an enhanced quality of life. Unfortunately, none were advanced.

### *C. Applicant Appeal – 7/21/2020*

According to Section 17.100.070 § D, "the applicant may take a disputed [PUD] decision of the planning commission to the town council for review. If, in the town council's sole discretion, the finding of the planning commission may have been in error, the town council shall refer the

application back to the planning commission for reassessment" On July 21, 2020, pursuant to this code provision, the applicant formally contested the Commission's conclusion before Council.

*Specifically, the **applicant maintained that**:*

- **The Commission's decision is inconsistent with Colorado Revised Statutes 29.22.03.**
  - The applicant argued that because the Comprehensive Plan is insufficiently specific and largely discretionary, the goals and policies identified in it could not be used as formal conditions of approval in a land use application. The statute reads, "(2) No local government shall impose any discretionary condition upon a land-use approval unless the condition is based upon duly adopted standards that are sufficiently specific to ensure that the condition is imposed in a rational and consistent manner."

- **The Commission acted inequitably in consideration of the application**
  - Eagle's Ridge Ranch (approved 2019) and Lakota Senior Housing (approved 2017) were both found to be compliant with the approval criteria though they were 2-3 times the density.
  - High density multi-family units in Eagle's Ridge Ranch and Lakota Senior Housing also demonstrate a blunt transition across from large single-family homes north of Castle Valley Blvd. Yet those applications were deemed compliant with the approval criteria.
  - Filing 9 townhomes on Redstone Dr and Foxwood Ln are merely replicated in the current application. Again Filing 9 was deemed compliant while the current application was not.

- **Multi-Family is a permitted use on the list of uses within the Mixed Use general zoning**
  - Irrespective of the definition of mixed-use in the Code and Comprehensive Plan as a mixture of residential and non-residential uses, the applicant argued any use-by-right listed in the MU zoning is an approved option for development whether in part or in whole. The Commission, therefore, was mistaken in its conclusion that the elected use was not permitted in the underlying zoning district by virtue of the absence of a non-residential or commercial use.

- **Compromises with the design were made at the Commission's request**
  - Density was reduced to 91 units upon initial review from sketch plan
  - Greenbelts were added along Bear Canyon Dr per request of Public Works
  - Snow storage areas were specified per request of the Commission and Public Works
  - Off-street parking was added alone Eagle Ridge Rd
  - An east-west trail connector was added from the C Avenue connector, along Eagle Ridge Rd, to Bear Canyon Rd

Upon review of all testimony, Town Council recommended that Staff, the Commission, and the applicant reconvene on the PUD application and consider whether sufficient revisions could be made to warrant the Commission's approval.

### *D. Revised Application – 8/26/2020 to 1/13/2021*

Resolution PZ 2020-9 was the result of Council's direction to have P&Z reassess the application. In their reassessment P&Z provided the conditions they felt were necessary to bring the application into compliance with the PUD approval criteria. The last site plan reviewed by P&Z was



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submitted by the applicant prior to the November 23rd, 2020 meeting. From this plan and the ensuing discussion, P&Z generated the list of approval conditions in section II below.

***II. P&Z Recommended Conditions for Preliminary Application:***

On January 13th, 2021, P&Z voted for conditional approval of the preliminary PUD portion of the application. In doing so, P&Z approved Resolution PZ 2020-9, which included the following conditions:

Note: Conditions in green text are those agreed upon by the applicant per the letter from applicant submitted on November 9th, 2021. All other conditions, or portions thereof, are P&Z conditions with which the applicant has *not* agreed to comply.

a. Eliminate, reorient, or reduce the following buildings that adversely impact the natural character of the Property and the livability of the community:

- Eliminate Buildings 23 and 24 to make central open space more usable and to promote outdoor recreation
- Orient Building 29 so that the building is parallel to Eagle Ridge Drive

b. The covenants for Filing 11 shall prohibit the parking of boats, trailers, campers, RVs, and inoperative vehicles in driveways or on public rights of way for no more than 48 consecutive hours.

c. Upgrade the open space area off of Falcon Ridge Court as a central "green" with functional active or passive space.

d. Applicant shall adequately screen the western portion of Filing 11 from the adjacent homes along South Wild Horse Drive and Mt. Harvard Court through one or more of the following:

- Widening the natural buffer along C Avenue to greater than 120 feet;
- Heavily landscaping Open Space A as shown on the Preliminary Plan with trees to obscure the line-of-site; or
- Installing at least three trees near the rear lot line of each Jot along the west side of Filing 11 and including a provision in covenants for Filing 11 regarding on-going HOA maintenance and replacement of the same.

e. Identify all permanent snow storage easements on the final plat and any temporary locations on the phasing drawings. In addition to the snow storage areas shown on the revised site plan submitted with the Amended Preliminary Plan, a snow storage easement shall be designated to the east of Building 11 consistent with the comments from the Public Works Director. Snow storage shall be free of all obstructions including fences.

f. Install street signage stating, NO PARKING ON STREETS 48 HOURS AFTER A SNOWFALL EVENT OF 2" OR MORE.

g. Provide 5' landscape ("green") buffers between the road and sidewalks along the outer radial lane of ~~Eagle Ridge Dr~~. Serenity Park Circle for snow storage.

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h. The boundary of the open space area at the southwestern end of Filing 11 shall be revised to incorporate the entire length of the trail that connects to ~~Eagle Ridge Dr.~~ Serenity Park Circle as shown on the revised site plan. Said open space and trail shall be owned and maintained by the HOA for the development but shall be open for public use.

i. Design Bear Canyon Dr. as a 60' right-of-way according to comments from the Public Works Director. No homes in this filing or any future filing north of the southern intersection of Eagle Ridge Drive and Bear Canyon Drive shall front or be accessed off of Bear Canyon Drive. Parking shall be allowed on both sides of Bear Canyon Drive.

j. Specify on the plat that Open Space A shall be owned and maintained by the Town and that all other open space areas within the development shall be owned and maintained by the HOA.

k. Provide a construction phasing plan. Identify, at minimum, each of the following components:

- Buildout phases;
- Schedule that identifies the sequencing of construction, sequencing of occupancy, traffic flow, and traffic control plans during construction;
- Storage and staging areas for construction equipment and materials;
- Illustrate drainage and erosion control best management practices (BMP's);

l. Request approval of street names through Garfield County Communications to avoid any duplication of names in the county dispatch area.

m. Demonstrate that all exterior illumination shall comply with acceptable International Dark-sky Association (IDA) standards.

n. Provide a conceptual landscape plan for each phase illustrating size, type and location of plant materials and an irrigation plan, if applicable. Plans submitted to obtain a building permit for any dwelling in Filing 11 shall demonstrate no more than 2,500 square feet of sod per dwelling unit as specified in 13.20.060 of the Municipal Code.

o. Designate locations of mailbox kiosks with written authorization from the local postmaster.

p. Submit an exhibit and conveyance document(s) in a form acceptable to the Town Attorney outlining the necessary water rights (potable and/or raw) required for Filing 11.

q. Prior to the recordation of any Filing 11 phase plat, the Applicant shall enter into a subdivision improvements agreement with the Town for each phase of the development in a form acceptable to the Town Attorney. The subdivision improvements agreement for the first phase shall address the allocation of work and costs between Applicant and the Town necessary to mitigate potential fuel hazards for wildland fires in areas identified as threats by Colorado River Fire & Rescue.

r. The sale of individual units within Filing 11 may not occur until a plat creating the unit is recorded with Garfield County.

s. Submit a new combined preliminary/final subdivision application to be considered concurrently with a revised final PUD application that takes into account the conditions set forth in this Resolution.

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t. All representations of the Applicant made verbally or in written submittals presented to the Town in conjunction with the Application before the Commission or Town Council shall be considered part of the Application and binding on the Applicant.

u. 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;

v. 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.

w. Dedicate for public use a single-track hiking and biking easement at the base of Ganley Hill as a trail connector between Mount Medaris and Prendergast Hill.

x. Diversify color and texture of the buildings within the subdivision.

***III. Submission of Final Application and Staff Comments:***

On January 13th 2022, one year after the issuance of Resolution PZ 2020-9, the applicant submitted a final application package for staff review. During the completeness check, staff worked with the applicant for several weeks to make changes and clarify areas which were deficient. After such time it was settled that the application was complete enough to schedule a meeting date of May 3rd, 2022. Staff anticipated that remaining deficiencies would be resolved before the meeting. Deficiencies include, but are not limited to:

- Unresolved errors and questions with the amended plat per redline comments submitted by the town attorney dated April 8th, 2022;
- Unresolved engineering concerns per the town engineer's letter dated April 1st, 2022;
- Unresolved utility questions provided by the public works director dated March 16, 2022;
- Additional conditions provided below;

No further updates have been made since the completeness review. To be sure, the deficiencies are more technical in nature and should not have significant bearing on the general design of the project. ***Nevertheless staff recommends that if Council is inclined to approve the application, an approval should only be conditioned upon resolution of all deficiencies to staff's satisfaction.*** A thoroughly consistent and correct submittal packet will minimize confusion and mistakes during the typical rush to issue permits and most certainly reduce staff and applicant stress.

Therefore in addition to the conditions specified by P&Z in Resolution PZ 2020-9, staff suggests adding the following conditions (Note: the following conditions were not considered by P&Z):

1.) (Revises condition e from PZ 2020-9) Identify all permanent snow storage easements on the final plat and any temporary locations on the phasing drawings. Except for the off-street parking area south of Serenity Park Circle, snow storage easements will include all areas identified in the final application packet in addition to easements between buildings 28 & 29 and buildings 26 & 27. Snow storage shall be free of all obstructions including fences.

2.) (Revises condition j from PZ 2020-9) Specify on the plat that trails for Open Space A & B will be

*constructed* by the applicant as agreed upon at the public hearing dated May 13th, 2020.

3.) (New condition) The construction phasing plan shall conform to all requirements and specifications approved by the fire marshal concerning temporary access for each phase including, but not limited to, temporary hammerhead turnarounds at dead end streets and any necessary ingress/egress routes for emergency personnel and equipment during construction.

4.) Applicant shall satisfy and otherwise comply with all recommendations of the Town Engineer and Town Public Works Director set forth in their letters dated April 1, 2022, and March 16, 2022, respectively. All phase plats and amended final plats must be approved by the Town Attorney before recordation.

## ***IV. Application Approval Criteria:***

Town Council has the responsibility to review the information provided and determine if the final application as presented meets the approval criteria in *Municipal Code* 17.100.090.[1] For final approval an application shall demonstrate:

1. Generally compatibility with adjacent land uses;
2. Consistency with the comprehensive plan;
3. Town's capacity to serve water and sewer and provide fire and police protection;
4. Whether land uses are permitted outright or by special review;
5. Whether number of dwelling units permitted by the underlying zoning districts is not exceeded by the PUD plan;
6. Whether the PUD utilizes:
    i. the natural character of the land,
    ii. provides for off-street parking, vehicular, pedestrian and bicycle circulation, outdoor recreation,
    iii. is of overall compatible architectural design,
    iv. achieves adequate screening, buffering and aesthetic landscaping,
    v. avoids development of areas of potential hazard, ensures compliance with the performance standards and meets all other provisions of this title.

The May 13, 2020, staff report that was prepared for the first P&Z public hearing in included in Council's packet. The staff report is based on the initial preliminary/final PUD and subdivision application and provides staff's analysis of the above review criteria.

## ***V. Exhibits:***

- Plat & Site Plan – February 18, 2022
- Final Phasing & Snow Storage Plan - February 18, 2022
- Final Civil Drawings – February 18, 2022
- Final Landscaping Plan - February 18, 2022
- Example Floor Plans - February 18, 2022
- Draft Declaration of Covenants - February 18, 2022
- Utility Report - March 18, 2020

[1]The review criteria applicable to preliminary and final PUD applications were amended in August 2020. Because the application was submitted before the code amendments were implemented, the review criteria in effect at the time the preliminary/final application was submitted in February 2020 apply.



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- Traffic Impact Study - March 18, 2020
- Applicant Response to Recommended Conditions – November 16, 2021
- Applicant's Attorney Response ("Myler Letter") to Procedures – December 11, 2021
- Architectural Renderings – February 17, 2020
- Plat with Annotations – April 11, 2022
- Town Engineer Comment – April 1, 2022
- Public Works Director Comment – March 16, 2022
- Fire Marshal Comment – April 5, 2022
- Public Comment Letter – May 11, 2020

Mayor A Riddile asked Public Works Director John Wenzel if he wished to comment.

Director Wenzel said that he was very familiar with the development, and he said it posed some challenges, specifically with snow removal services. He noted that he had heard from residents in similar neighborhoods that they were not satisfied with snow removal services. Director Wenzel said that was from a combination of factors: high density, the relative narrow roadways and the lack of continuous snow storage. Another concern was the cost of snow removal in the proposed type of neighborhood, and Director Wenzel said that it was not an exaggeration to say that the cost of snow removal services was approximately 300% more in the proposed type of neighborhood than in a typical neighborhood, again because of the high density, because vehicles park in parking lanes, in rights-of-way which prohibits continuous snow storage.
Director Wenzel said that safety was another concern. He said that as residents shovel snow from sidewalks into parking lanes, cars park further and further off the curb, pinching the drive lanes causing a potential issue in restricting emergency vehicle access.
Director Wenzel said they had made some suggestions and some concessions in identifying snow storage areas on the plat which was not as ideal as a separated sidewalk and continuous snow storage. He said it was certainly a concession, and that concession will cost the town about 300% more for snow removal services.
Director Wenzel said he also asked for some street signs to be placed that said 'No Parking 48 Hours After Snowfall Event'. He said it was a model that the town had used very successfully in other neighborhoods. He said it was a very simple request. He said they had almost 100% participation from the residents, and they loved it and the level of snow-removal services was much improved as a result.

Mayor A Riddile asked Town Engineer Simonson for his comments.

Engineer Simonson said that he had submitted the following three-page report that generally addressed the concerns of the engineers from a technical perspective of how the subdivision would be built. Engineer Simonson reviewed his report, specifically addressing items 1, 2, 3, 11, 12 and 14.

April 1, 2022

Mr. Dave Reynolds, Town Administrator
Town of New Castle
P.O. Box 90
New Castle, Colorado 81647

RE: Filing No. 11, Castle Valley Ranch Planning Area #17
Preliminary and Final Plan Review

Dear Dave,
The purpose of this letter serves to provide comment, concerns and questions regarding the proposed
development of Filing Number 11, PA #17 of Castle Valley Ranch Subdivision. In order to conduct this review, we are in receipt of a variety of pieces of information noted as follows:

1. A 47-sheet set of drawings prepared by SGM dated February 2022
2. Supplemental Information packet dated February 2020 containing the following:
   a. Development Application
   b. Certificate of Development Ownership
   c. Application
   d. Warranty Deed
   e. Cost Estimates
   f. Drainage Report
   g. Soils Report
   h. Architectural Renderings
3. March 18, 2020 PA 17 Utility Report
4. March 18, 2020 PA 17 Traffic Impact Study
5. November 16, 2021 Letter to the Town from CVR Investors
6. Zoning Overlay of project site
7. CC&R's of Castle Valley Ranch Townhomes
8. Example Floor Plans

Following our review of the above stated documents, we have determined that a variety of additional details will need to be provided to bring the drawings to a construction level and to be definitive on the magnitude of public improvements that will ultimately need to be secured for this project. That being said, please note the following comments:

1. Prior to approval of the construction plans, additional specificity needs to be provided for the proposed phasing of this project. Specifically, although phasing lines are noted on the street plans and the utility plans, additional detail is necessary to assure that the Phase 1 improvements are properly terminated. Likewise, drainage and erosion control best management practices (BMP's) specific to the Phase 1 public improvements need to be provided. Finally, the elements relative the phasing construction such as topsoil storage and treatment of roadway subgrade (ie., reclamation and/or revegetation) need to be provided so as to assure that the total visual impact of the construction of the improvements can be evaluated by the Town. Likewise, timing for moving from one phase to the next needs to be provided to determine the level of permanence and costs for reclamation in the latter phases of the development can be determined.

2. The project involves extension of water lines, sewer lines and the raw water lines in public right of way. Also, excavation area in excess of 22" exceeds 1,000 sf. As such, the project is subject to the Subsurface Utility Engineering (SUE) requirements of SB 18-167. Prior to construction plans approval, the project will need to provide SUE locates and engineering in accordance to SB 18-

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167.

3. Note that because of SB 18-167, all utilities will need to be installed in such a fashion and to be electronically locatable. Details will need to be revised to provide instruction to the contractor that provide tracer wire, magnetic tape, etc… on all subsurface utilities.

4. For the offsite utilities, the extents of pavement repair and surface restoration needs to be better defined. As an example, for the sewer installation on C Avenue, such information as the saw cut lines, paving patching and surface restoration needs to be identified. For the surfacing on C Avenue and the North Alley, surface restoration will require the need to replace the asphalt milling and asphalt surfaces that currently exist with similar material. Road base replacement in lieu of millings is not acceptable. Other improvements such as potential impacts to driveway slabs, retaining walls and fences need to be identified and detailed for repair/replacement.

5. Existing property line locations depicted along the west side of C Avenue do not appear to be complete (ie., 114 N. C Avenue and 151 N. C Avenue). Concern exists as to the proposed sewer line location being able to be installed in the location proposed. If easements exist to aid in installation, then these need to be identified.

6. For the sewer line installation on C Avenue, additional information is necessary. Locations of the storm drain, culvert and waterline main and service crossings need to be identified. Also, specific details of how the manhole tie onto the existing sewer line is to be performed needs to be provided.

7. For the offsite water tie in the north east corner of the site in Castle Valley Boulevard right of way, the air vent for the air release valve needs to be shown with a “bollard” protection to assure that snow plowing and mowing of CVBLVD will not result in damaging the vent.

8. Note that all water line fittings are to be polywrapped ductile iron pipe fittings and not PVC. Also note that we will need to have the waterline be PVC C900 pipe, not ductile iron pipe.

9. Provide locations of transformers, pedestals and gas meter locations relative to providing electric, cable, telephone and gas service to the buildings. Provide this information in the context of assuring ample room remains for snow storage and is consistent with the landscape plan intent.

10. Clarify on street plans and profiles of how Phase 1 improvements are to be terminated regarding how curb, gutter, sidewalk, finish grading, pavement, temporary revegetation and erosion control are to be
terminated.

11. Clarify on the respective utility plans of how Phase 1 improvements are to be properly terminated
regarding how water, sewer and dry utilities are to be terminated. With the clarification, provide information on how testing, sanitizing, flushing, air release and subsequent phase operation of the utilities is performed.

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12. Assure that all water/sewer crossings can be provided with a minimum separation of 18". This also holds true for all water/storm drain crossings. Assure that water/storm drain crossings provide adequate freeze protection at each crossing.

13. Provide details identifying how new concrete improvements are to tie to existing.

14. Provide verification that the curb and gutter has the capacity to carry the 25 year event without spreading flow into the travel lanes of the proposed streets. Likewise, assure that the roadway and curb and gutter system has the capacity to carry the 100 year event. The drainage computation previously provided in 2020 to provide the anticipated flow rates, but do fall short in providing the capacity of the curb and gutter, inlets and storm drain pipes.

Please note that as there are a variety of concerns and clarifications noted/requested, we have held back on the review of the cost estimate for the Subdivision Improvements Agreement. Once we confirm the specific scope of work and final construction drawings are prepared, we will provide a review of such. Although there are a variety of concerns and clarifications noted, we do not see that the issues cannot be technically resolved during final construction drawing preparation. We would recommend that if a recommendation of approval to approve the project is provided, it contains a condition that requires submittal of construction drawings for staff approval that address the concerns within this letter as well as revised cost estimates for the construction of the public improvements prior to recording any final plat.

Upon your receipt and review, if you have any questions, please don't hesitate to call.

Respectfully,
SGM
Jefferey S. Simonson, P.E.
Principal

Engineer Simonson offered to answer any questions.

Mayor A Riddile asked Fire Prevention Chief Orrin Moon if he had any comments.

Chief Moon said that most of the conditions stated in his report from 2021 had been met. He said of primary concern was the phasing for the fire truck turnaround because in phase 2, it was simply a dead-end road. Chief Moon said that he had commented that the fire hydrants were adequately spaced, but he had concerns regarding the placement of the trees that were shown almost directly where the fire hydrants were going on Serenity and by buildings 12C, 11A, 30A and 28A. He said that it was somewhat difficult to jump between plans, but it was a concern that the trees were covering the hydrants. Chief Moon said that the road names were cleaned up and they were satisfactory as far as communications was concerned. Chief Moon said that the last item was that there needed to be sequential address numbering. Currently there was opposite numbers on either side of the street, and that needed to be adjusted to sequential, all the way around.

Mayor A Riddile asked Planning & Zoning Commission Chair Chuck Apostolik to comment.

Chair Apostolik said that the main concerns from P&Z were put into the P&Z resolution as conditions. He said a big concern was based on density was the open space that was going to be where what was now buildings 13A – 13D. That area, in reviewing the grading plan, had about an 18-foot incline and was not a usable space in P&Z's opinion. That was why they wanted the buildings removed and that area as a central location based on the amount of density that was there. Chair Apostolik said another concern was trail connectivity, but the biggest issue were the concerns off S Wildhorse Drive and Mt. Harvard, where the citizens there wanted a buffer zone, an ability to screen out since there was no diversity in the types of buildings that were going in. Chair Apostolik said P&Z wanted to see a buffer zone as well as the textures of the buildings being changed. He clarified that P&Z had not specifically asked for architectural changes, although it would be nice to see that happen, but they definitely wanted to see some texture changes, which was something already a part of some areas of Castle Valley Ranch and Lakota.

Chair Apostolik said that what P&Z put in their resolution was what they felt very strongly about. In particular, the center park section was a very large concern for P&Z. When the application came back to P&Z, they did have all the conditions, and P&Z had provided an approval when the council asked P&Z to look at the application again. He recalled that the vote at that time was six to one to approve, only reason there had been a no vote was because of the number of conditions. He said that they had been considering the application for several years and P&Z wanted to see those concessions made. The fact that the area is zoned mixed-use, the private agreement made amongst the developers was not the town's problem. Chair Apostolik said that he wanted to clarify that back in 2008 when the original application came in and was all single-family homes, it never went to a final vote and in fact the application was withdrawn. He said that the current application did conform to what was basically a single-family development but had changed from 20+ units to 91 units. Chair Apostolik said that was why there were many concessions that needed to be made.

Town Attorney David McConaughy offered some procedural direction. First, he said there was a draft of a subdivision improvements agreement (SIA) in the packet but it was incomplete. In order to complete it, he will need to know what ultimately the council would do, and typically those revisions would be made between first and second reading. He said his office will revise the SIA based on the council decisions. Attorney McConaughy said that similarly, the ordinance will need revision based on council decisions, and things such as the building number change, and the four additional conditions from Planner Smith will need to be added.

Attorney McConaughy noted for the record that the letters from Engineer Simonson and Director Wenzel of April 1, 2022, and March 16, 2022 were public documents and are available, and the applicant agreed they had received them although they were not in the public packet.

Attorney McConaughy said that that technically, they were not holding a public hearing, but that the public would be allowed to speak. That had been part of the agreement in the application skipping the planning commission and going directly to the town council. For the benefit of the public, he said that next the applicant will provide their presentation, after which the public will have a chance to comment. The applicant will then have a chance to respond to those comments, and then it will go back to the council for consideration. Attorney McConaughy advised the council that they could ask questions at any time but told them that they should hold their opinions about how they might vote

until such time that all comments had been made and they could base their decision on the whole record.
Last, Attorney McConaughy said that council may hear some discussion from the applicant regarding their vested rights, and it was correct that Castle Valley Ranch had vested rights that were granted in 2002 under the second amended annexation agreement. Those were later extended prior to expiration. He pointed out that the version of Title 13 PUD regulations for the town that was in effect in 2002 had the same criteria for approval that Administrator Reynolds had reviewed in his presentation. He said the criteria were exactly the same. The wording was moved around, but the substance of it is the same as it was in 2002.

Administrator Reynolds, Director Wenzel and Engineer Simonson offered their places at the table to applicant Aaron Atkinson, Planner Davis Farrer and Attorney David Myler.

Planner Farrar said he needed a few minutes to set up.

Planner Farrar greeted the council. He told the council that he was the planner for New Castle from 2002 to 2012. He said that he was the lead planning consultant on the town comprehensive plan along with Councilor Leland.

Planner Farrar provided the following power point presentation, describing the project in detail:

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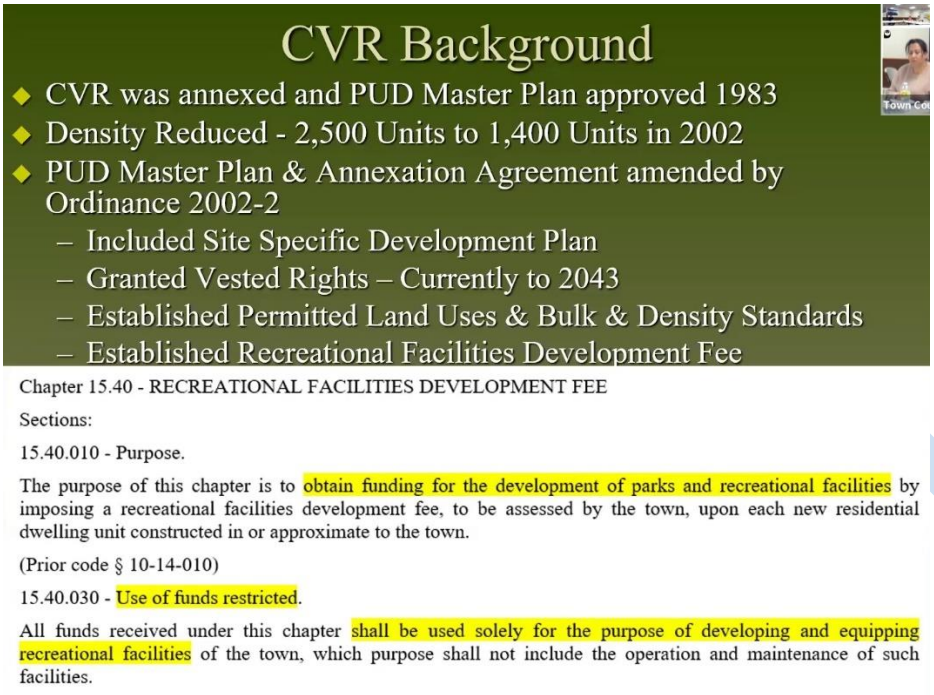




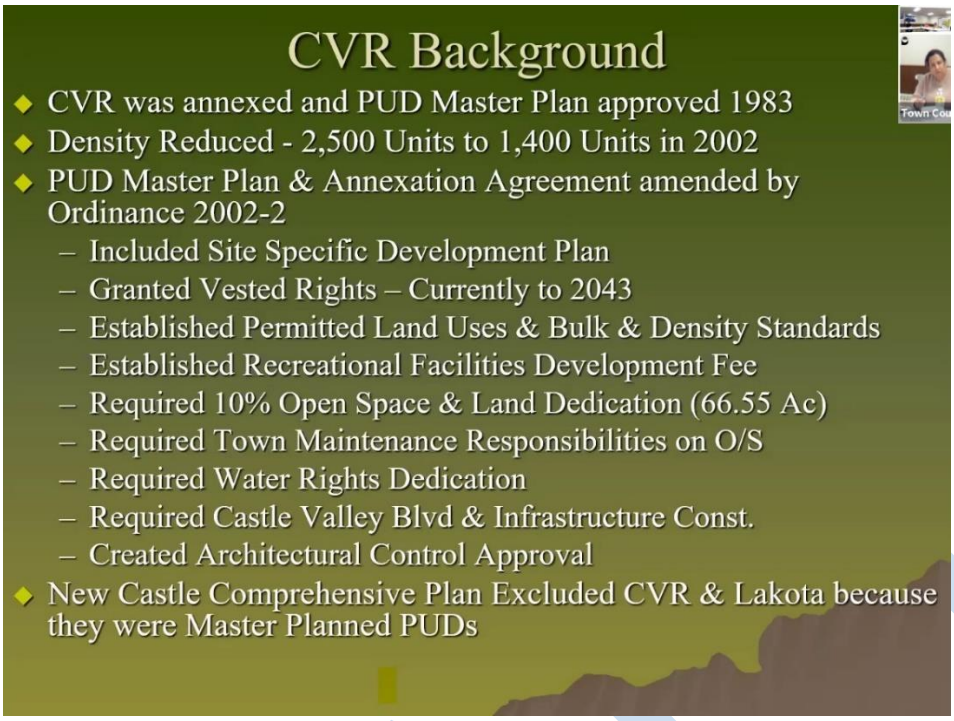


Planner Farrar introduced the team: Applicant, CVR Investors Inc., himself the Planner, and David Myler, Attorney. He said that Attorney Myler had been a land use attorney in the region for many years representing private development. Planner Farrar said that he worked with Attorney Myler when Lakota Canyon Ranch came in. Engineer, Dan Cokley, who was attending virtually. Planner Farrar also introduced the owners of the project and they were Aaron Atkinson, John Elmore and Ron Atkinson. Planner Farrar said they were all familiar with the development community and New Castle. He noted that John Elmore had been involved in Lakota Canyon Ranch, and the Atkinson's had done development in

Castle Valley Ranch, and he felt that it was quality development and a great addition to the community.

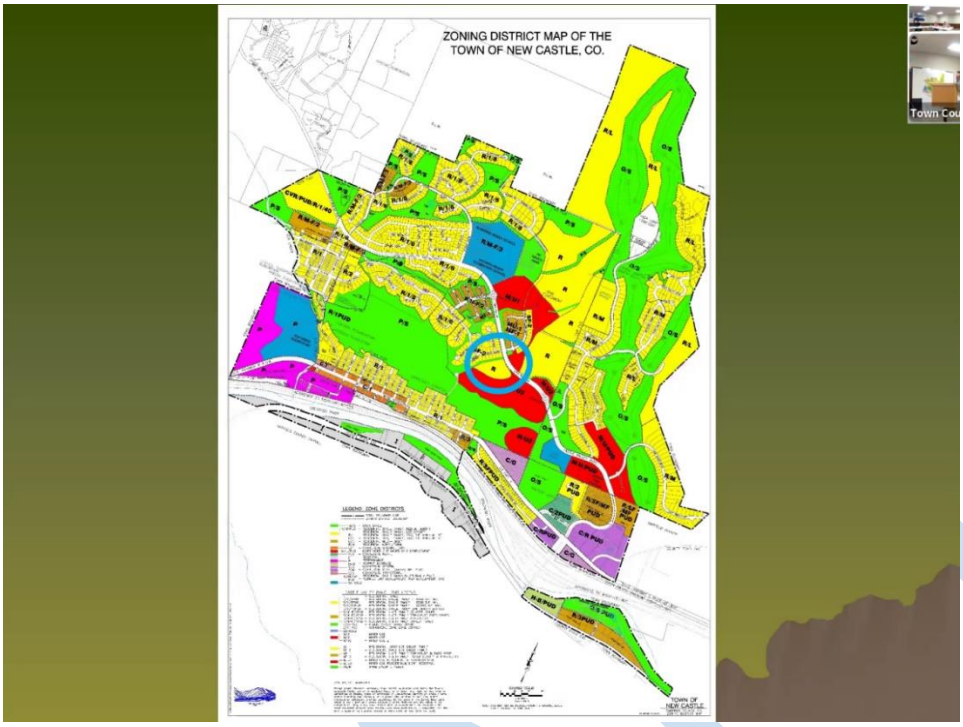



Planner Farrar said that Castle Valley Ranch (CVR) had been PUD Master Plan approved in 1983. Originally the density was 2,500 units but was reduced to 1,400 units in 2002. He said that Steve Craven was the key player in that process. The PUD Master Plan & Annexation Agreement was amended by Ordinance 2002-2, which he said was an important document in terms of vested rights, obligations of the developer, open space dedications, water rights and more. Planner Farrar said the ordinance included a site-specific development plan, it granted vested rights which were valid through 2043, it established permitted land uses and bulk and density standards for the project, which Planner Farrar said would be important for the council's current consideration. Planner Farrar said the ordinance also established the recreational facilities development fee; a fee charged on each dwelling unit that is constructed. He said the fees went to the construction of recreation facilities. Another important issue to keep in mind. He referenced the current municipal code section 15.04 which was the current code regarding the recreation development fee that specified uses of those funds. He said that the funds could not be used to build a new town hall or to purchase police vehicles – it was restricted to recreational facilities.

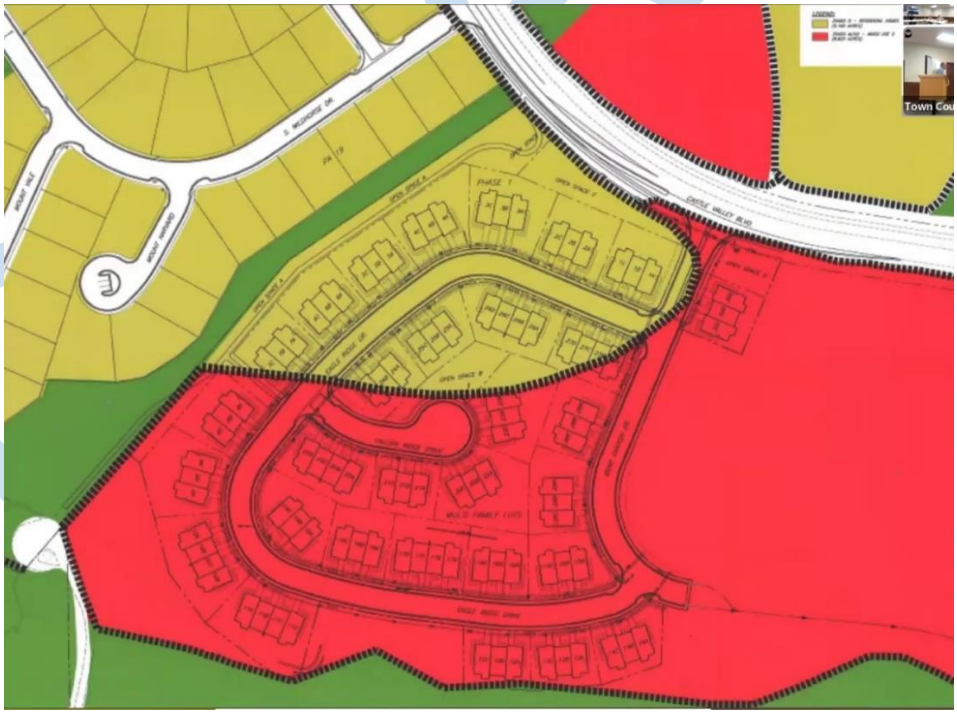



Planner Farrar said that CVR was required to have a ten percent open space and land dedication requirement. That amounted to 66.55 acres, however more land than that had been dedicated. Planner Farrar said that the annexation agreement specified that the town had maintenance responsibilities for the publicly dedicated open space areas. He said that the town was keenly aware of how much that was. He said it required water rights dedication, so the filing 11 project will be dedicating water rights to the town to offset the development impacts and demands on water. Planner Farrar said that CVR was also required to construct Castle Valley Boulevard, which they had done. Castle Valley Boulevard was designed to handle full buildout traffic of the project, subsequently, Lakota Canyon Ranch contributed to some of those costs because of their impacts on those roadways. Planner Farrar said that in terms of contribution to infrastructure, they (CVR) build that (Castle Valley Boulevard) in advance of the impacts. He said that he knew the town was seeing some of those impacts now, but in addition to the road infrastructure improvements, there was water and sewer and other public infrastructure development. Planner Farrar said that the annexation agreement also created an architectural control approval process. There is a committee that will review all applications for development. He said that was also an important issue that will be discussed shortly in terms of the planning commission who made a recommendation for color and texture. He said that there was a potential conflict in what the P&Z recommended and what the council may approve and the authority of the architectural committee. Planner Farrar said that it was important to note that the New Castle Comprehensive Plan excluded Castle Valley Ranch and Lakota Canyon Ranch (LCR). That exclusion was based on conversations with developers who said that they had a master planed PUD and they did not want the comprehensive plan to change that. Referring to a zoning map, Planner Farrar stated that it could be seen by the zoning associated with CVR and LCR that there was an exclusion in the comprehensive plan.

Planner Farrar apologized that the public could not see the power point presentation and he encouraged the public to gather around him if they wished.

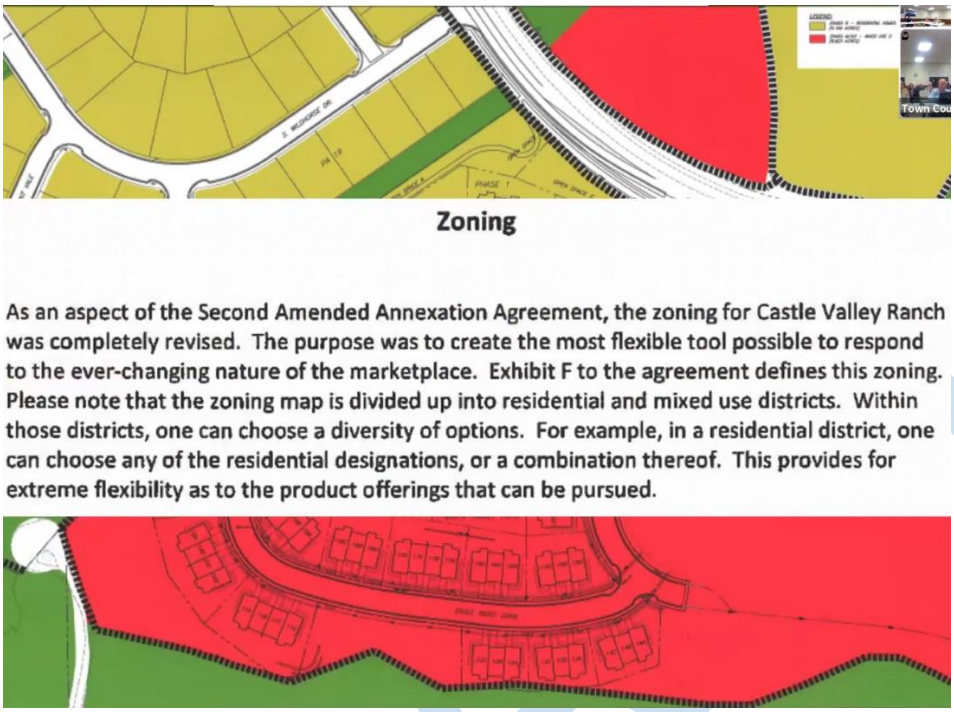



Planner Farrar showed a zoning map of the town. A blue circle indicated the location of the proposed Filing 11 project.



The next slide was a close-up of the project site with an overlay of the zoning designations. He noted that the site plan shown was an old one that indicated triplexes

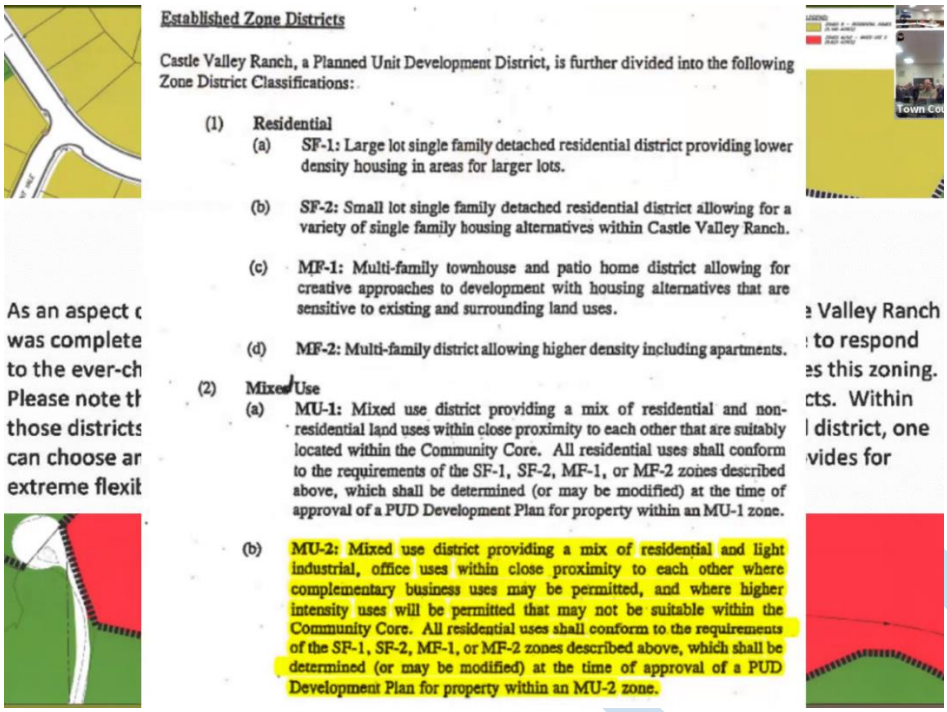
adjacent to the C Avenue open space area or open space A. Nonetheless, it was illustrative of how the project was laid out in the zone districts.



**Zoning**

As an aspect of the Second Amended Annexation Agreement, the zoning for Castle Valley Ranch was completely revised. The purpose was to create the most flexible tool possible to respond to the ever-changing nature of the marketplace. Exhibit F to the agreement defines this zoning. Please note that the zoning map is divided up into residential and mixed use districts. Within those districts, one can choose a diversity of options. For example, in a residential district, one can choose any of the residential designations, or a combination thereof. This provides for extreme flexibility as to the product offerings that can be pursued.

Planner Farrar said they were PUD planning areas under the regulations. The zoning was established during the process. He noted that the excerpt was from one of the documents related to CVR. Quoting the document: "The purpose was to create the most flexible tool possible to respond to the ever-changing nature of the marketplace". Further "This provides for extreme flexibility as to the product offerings that can be pursued". Planner Farrar said that the idea with the zoning designations on the screen it was to allow flexibility within certain parameters.



Established Zone Districts

Castle Valley Ranch, a Planned Unit Development District, is further divided into the following Zone District Classifications:

(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.

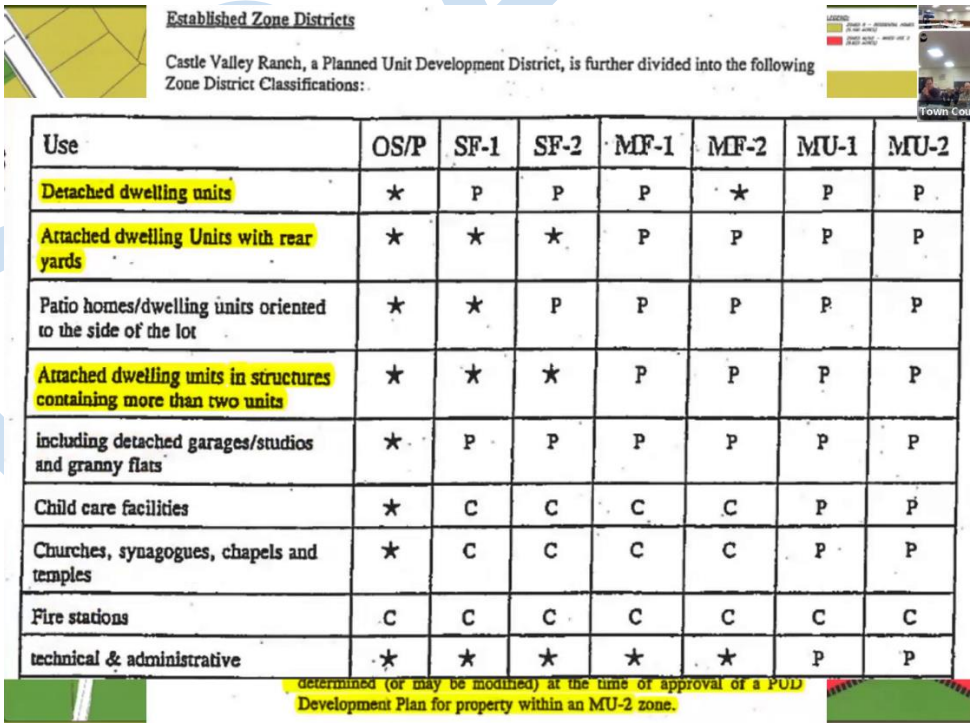
(d) MF-2: Multi-family district allowing higher density including apartments.

(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.

Planner Farrar showed the detail of the establishes zone districts. He did not go through the details but did point out that it ranged from single family large lot to single family small lot (such as S Wildhorse), to multi-family 1 and the mixed-use designations.



Established Zone Districts

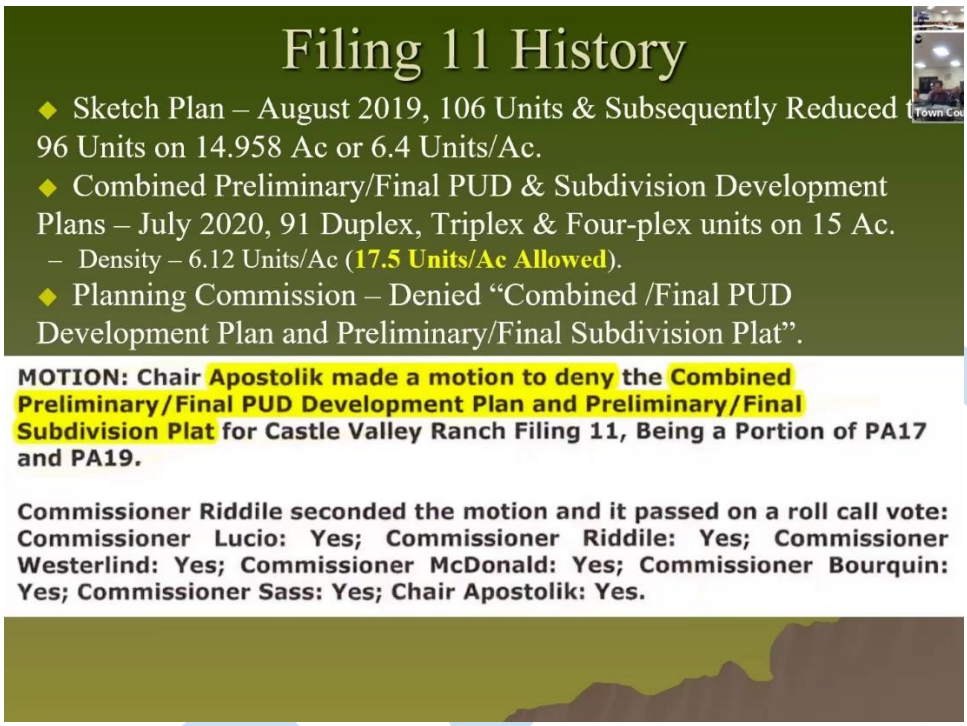
Castle Valley Ranch, a Planned Unit Development District, is further divided into the following Zone District Classifications:

| 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 |
| Patio 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 |
| including 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 |

determined (or may be modified) at the time of approval of a PUD Development Plan for property within an MU-2 zone.

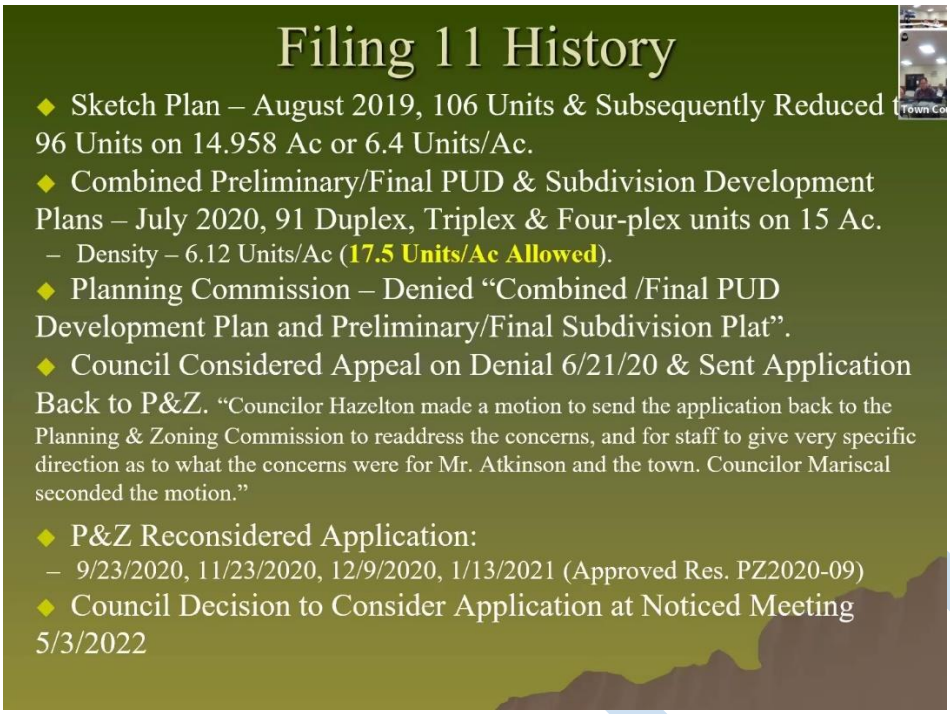
Planner Farrar shared a portion of the use table in the PUD regulations identifying the uses that were allowed. He said they could see what was permitted in the various zone districts. He said that he was aware that there were questions about the mixed-use

aspects of the project and said that would be discussed. He said that the mixed-use concept was a great planning concept and that he supported it and the comprehensive plan supported it. An important part of that discussion was the market. Planner Farrar said that they could designate all the mixed-use areas they wanted, but if the market was not there to make it viable, it doesn't happen.

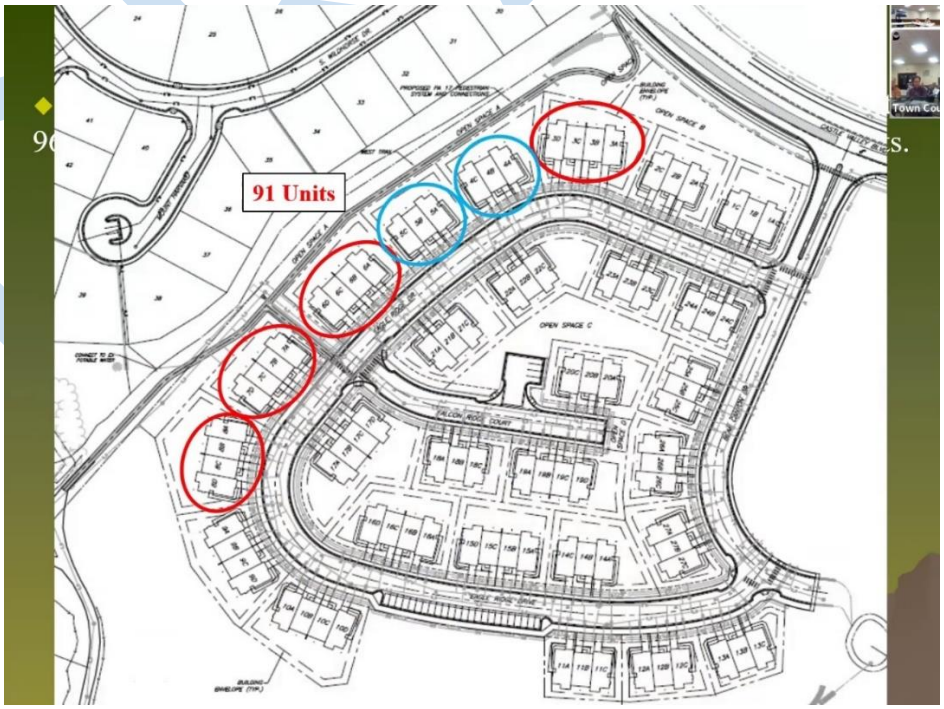



Planner Farrar reviewed the history of the Filing 11 project.

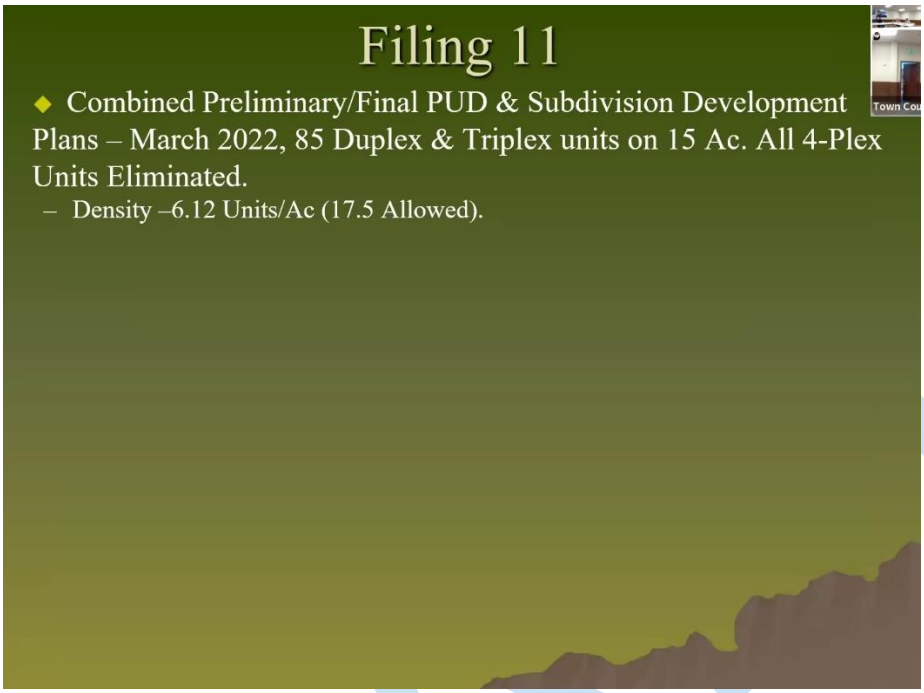
Planner Farrar said that the original sketch plan pre-application conference took place in the 1980s. Then he corrected himself saying "No. This project".
Planner Farrar said that the preapplication meeting for the Filing 11 project took place in 2019. Originally there were 106 units, and that was subsequently reduced to 96 units, or a density of 6.4 units per acre. He said that was an important number to keep in mind because there had been a lot of discussion about high density. Looking at the averaging of units per acre, Planner Farrar did not feel the project had high density. He said there was a multi-family configuration between duplexes and triplexes, but it was still not high density.
Planner Farrar said that the current application was a combined preliminary and final PUD plan and subdivision development plan, submitted in July of 2020 and consisted of 91 duplex, triplex and fourplex units on 15 acres, and that density was 6.12 units per acre. He said that the zone district would allow up to 17.5 units per acre, so the project was coming in well below that threshold.
Planner Farrar said that the P&Z denied the combined final PUD development plan and preliminary/final subdivision plat. He shared an excerpt from the commission minutes that showed the motion for denial for that particular application.




Planner Farrar said that the applicant sent a letter to the town to appeal the denial of the application. On June 21, 2020, the town council considered it and sent the application back to P&Z for further consideration. Planner Farrar said that P&Z reconsidered the application on September 23, 2020, November 23, 2020, December 9, 2020 and January 13, 2021, ultimately approving it with conditions by Resolution PZ 2020-9, leading to the current consideration of the application by town council. He asked the council to consider approval of the application.



Planner Farrar shared a site plan which he said was the original concept plan for 91 units, with triplex and fourplex units adjacent to the S Wildhorse neighborhood.




Planner Farrar said they considered the input from P&Z and the public and reduced that density, coming back in March of 2022 with a total unit count of 85, consisting of duplexes and triplexes, on 15 acres. All the fourplex units were eliminated from the project, reducing the density to 6.12 units per acre in a zone district that allowed 17.5 units per acre.



Planner Farrar shared an overview drawing of the project that showed the bulk and location of the different types of units.

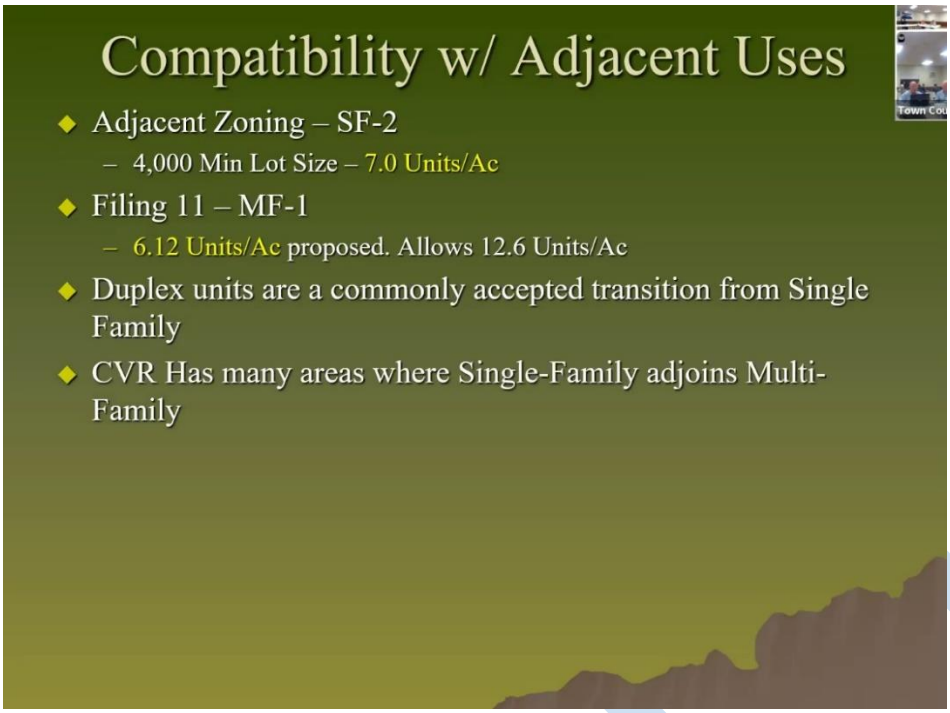


Planner Farrar showed the landscape plan that he felt was a good site plan to talk about compatibility with the adjacent single-family units since the fourplex units were replaced with duplexes. He said it also showed location of the landscaping. He said the comments from Chief Moon were heard and they would do whatever modifications were necessary so as to not interfere with fire hydrants.

Mayor A Riddile said that buildings 1A, B and C showed shrubs in front of it, but none of the other buildings showed them.

The applicant's engineer, Dan Cokley, said that was a typical representation, but they had not gone through the trouble of showing that on each unit. He said that the landscape plan in the submitted plan set used building 1 as the example of what would be done in front of each unit.

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Planner Farrar reviewed compatibility with adjacent uses. He said that the adjacent zoning was SF-2 which allowed a minimum 4,000 sf lot, equaling 7 units per acre. He said that Filing 11 was zoned MF-1 and the project proposed 6.12 units per acre whereas MF-1 allowed 12.6 units per acre. He said he had previously mentioned 1705 units per acre, and that was in the MF-2 zone district. He noted that the project was well below the allowable density. Planner Farrar said that duplex units are a commonly accepted transition from single-family, and in many communities duplex and single family are allowed in a low-density residential either as a use by right or special review. Single-family next to a duplex unit is not an unusual configuration. Planner Farrar said the CVR had many areas where multi-family adjoins single-family directly. He said that LCR had the same configuration.

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Planner Farrar noted here that in the immediate area there were many places where multi-family units were immediately adjacent to single-family units.




Using the same aerial view, Planner Farrar showed a location of open space that he would focus on.



Planner Farrar noted that there were single-family homes on the left cul-de-sac, across a narrow (40 to 70 feet) open space from triplexes.

At this point, the public complained that they could not see the presentation. Staff rearranged the televisions in the room so the public could view the screen.

Planner Farrar backed up one slide for the benefit of the public.



Planner Farrar showed the same area from street view, noting the single-family homes on the left and triplex homes on the right. He also pointed out that the triplexes were all the same color, and he would speak to that later in the presentation.




Planner Farrar showed the aerial view again, with another location that he wanted to focus on at the intersection of Castle Valley Boulevard and N Wildhorse Drive.

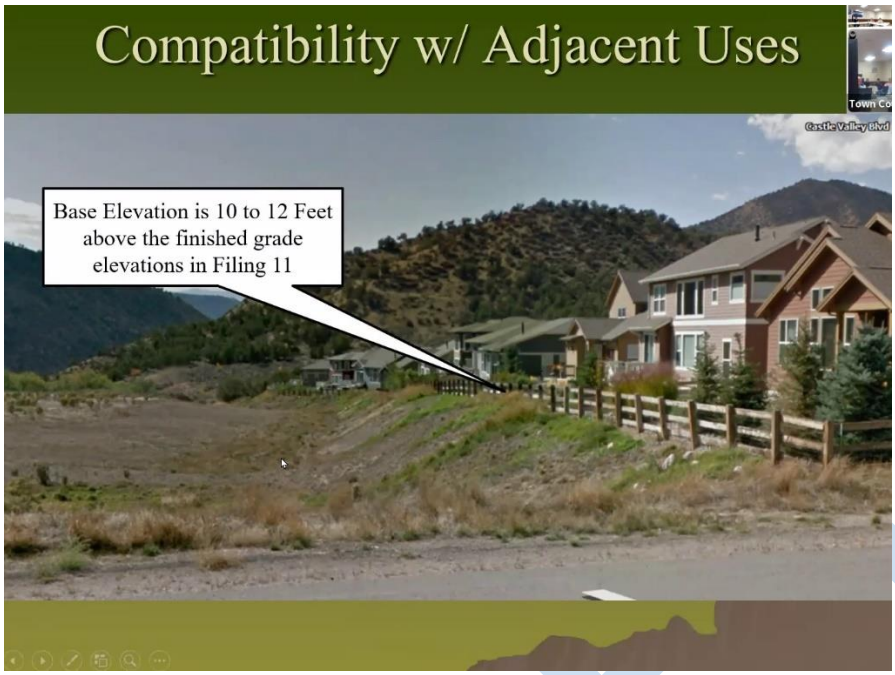


Planner Farrar pointed out the intersection to the right, single family homes at the bottom of the screen, directly across Castle Valley Boulevard from triplex homes at the top of the screen. The red arrows represent the view from the single-family homes on the south to the triplex homes to the north, as shown in the next slide.

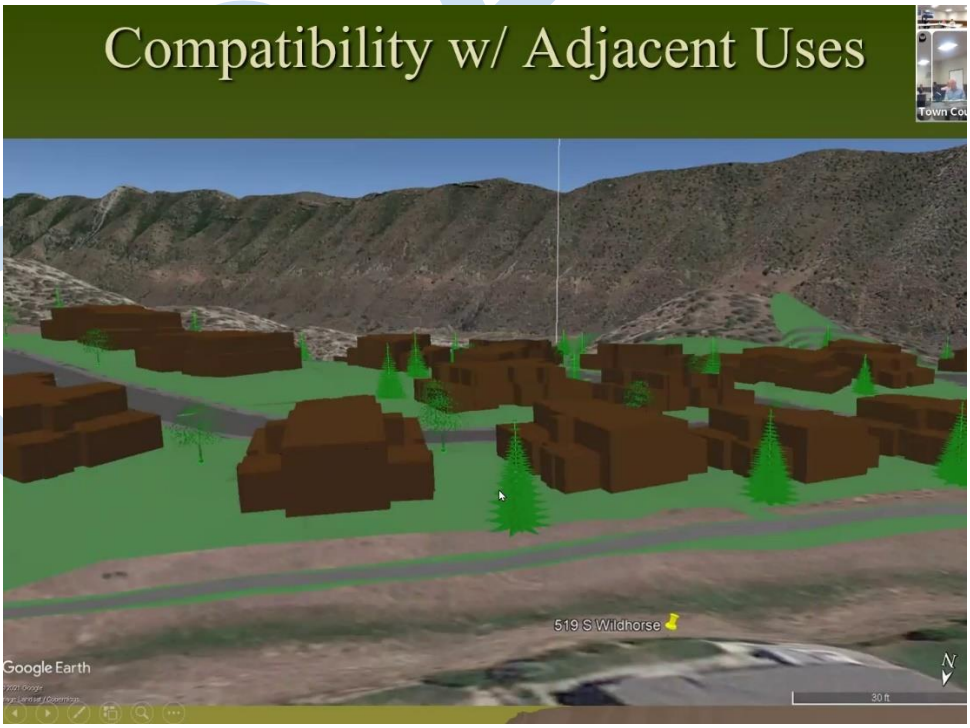


Planner Farrar that the distance was about 100 feet, and that absent the two satellite dishes, the triplex could look like a large single-family home. He said it was all the same color and there were architectural articulations.

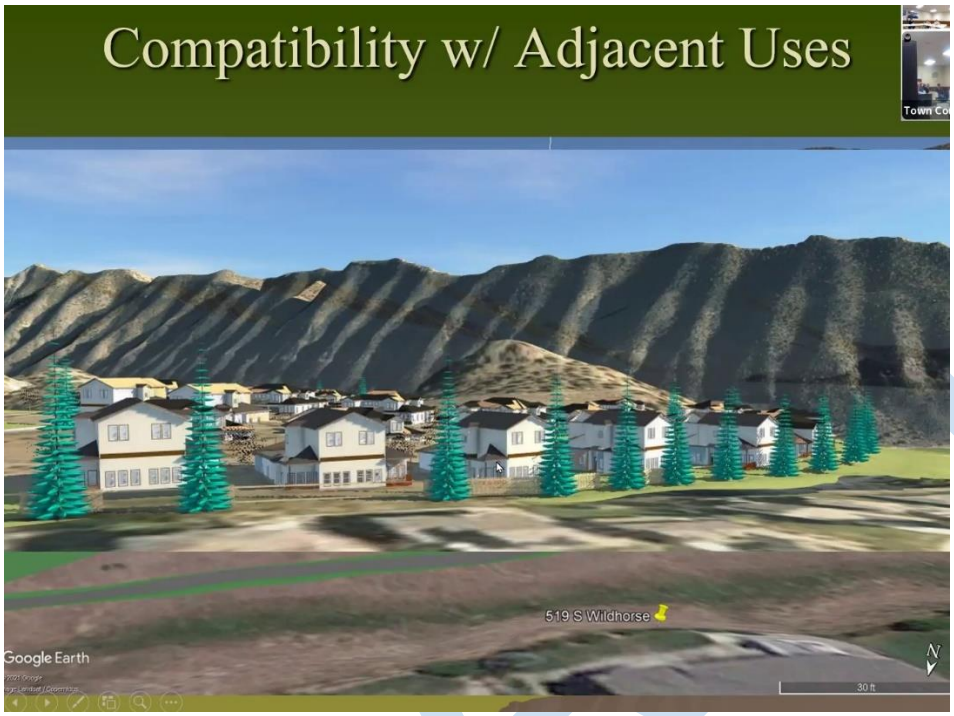
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Planner Farrar told the council that on the right were the homes along S Wildhorse Drive, and to the left (east) was the Filing 11 property which was 10 to 12 feet lower than the S Wildhorse homes.



Planner Farrar stated this was illustrative of the view or the Filing 11 project from S Wildhorse Drive. The picture gave a sense of what it would look like. He noted that the trees depicted are not in the exact configuration.




Planner Farrar apologized, saying that the representation was not great, because the trees looked like psychedelic Christmas trees rather than spruce trees, but was another illustration of the view of the project from S Wildhorse Drive. Planner Farrar said they were committed to planting two trees opposite, not between, but opposite the duplex units. He said they also proposed to build a six-foot opaque fence to separate.

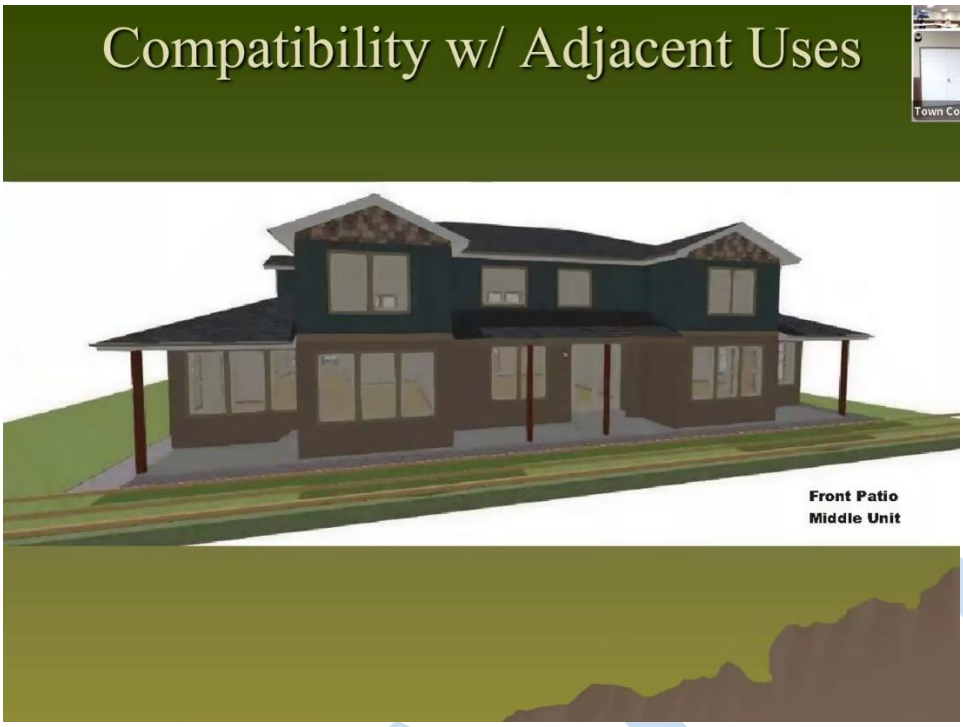
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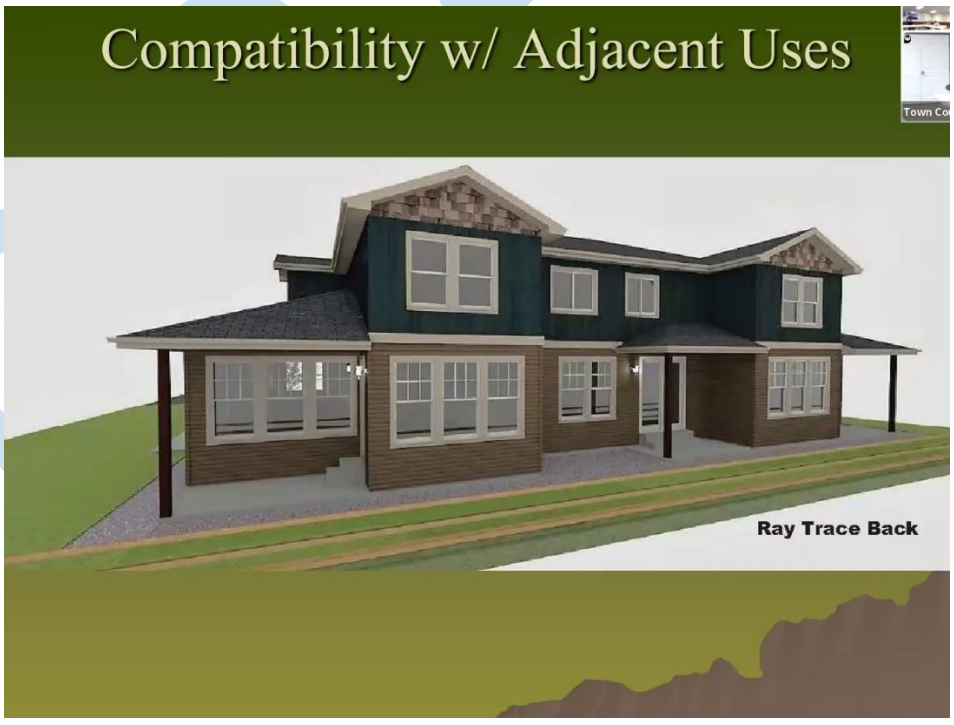

Planner Farrar showed this streetside view of a triplex. He said that P&Z had suggested that they change color and texture, and he said they were willing to change color. He further said that if you changed the color of each of the units, then the building would look like a triplex rather than a single-family. Visually, he said they felt that a single color per building, and they would change by building, would provide a much better effect.



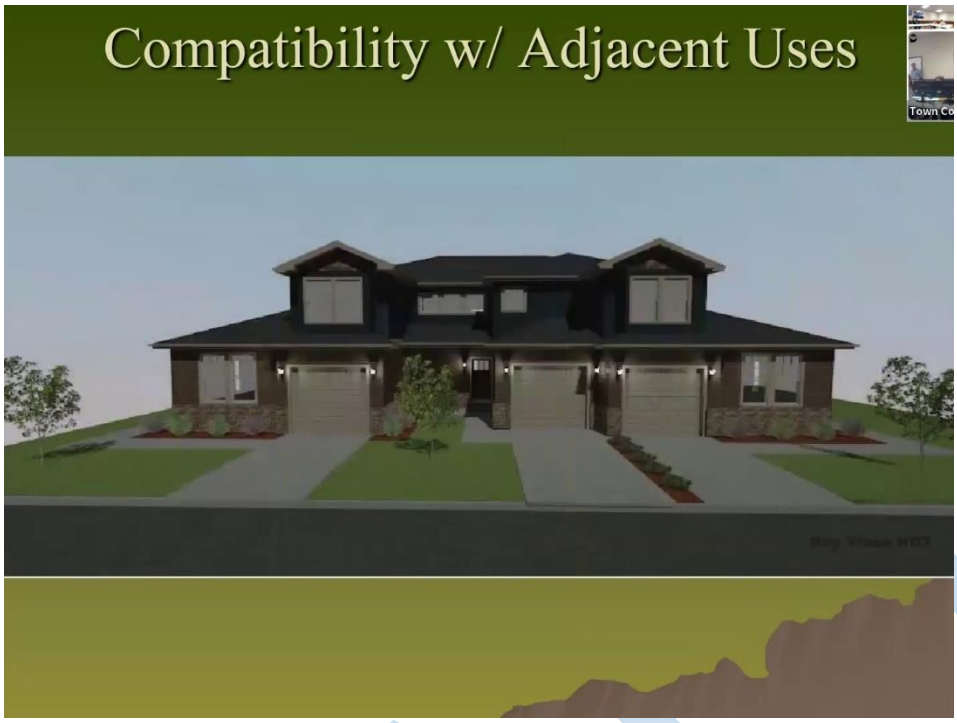

Front view of the proposed buildings, showing design and texture.




Planner Farrar said this would be the view from S Wildhorse Drive. He stated again that it was difficult to tell if it was a duplex or triplex. He said again that if you change each unit color it would look more like a triplex.



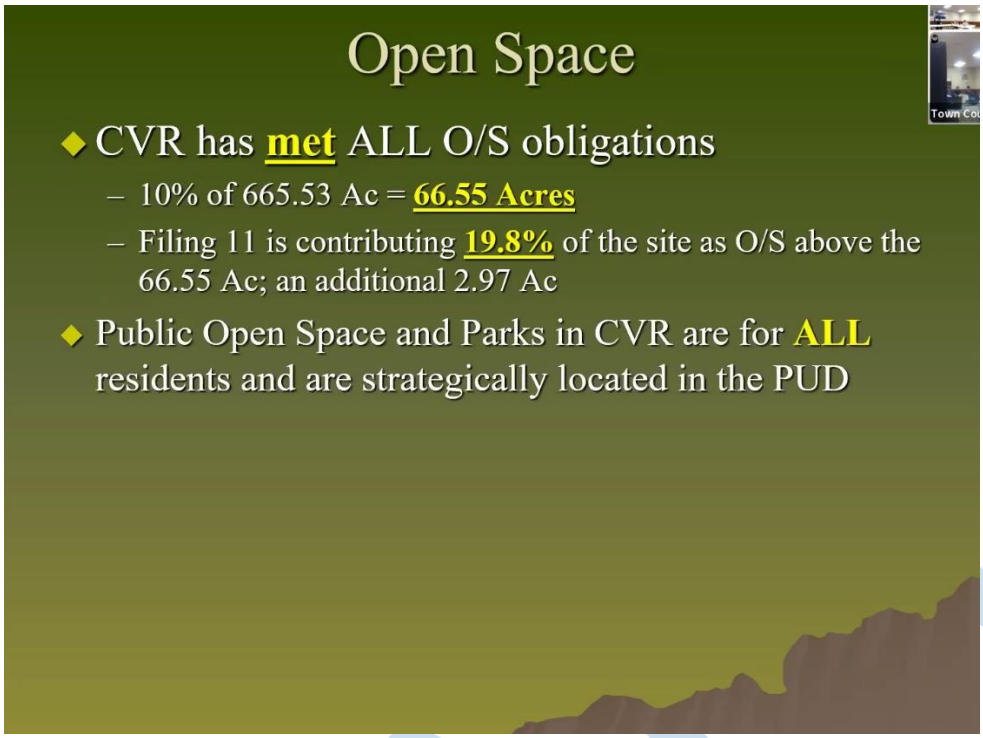

Another view of a triplex structure.




Streetside view again. Planner Farrar said the illustration were all included in the council packet.




An end view of the building. He said it was another illustration of the type and quality of the development.




Planner Farrar said that in terms of open space, CVR had already met all of its open space obligations. Ten percent of 665.53 acres is 66.55 acres. That obligation had been met. He said there was no other requirement other than a developer's desire to contribute to open space, however, Filing 11 will contribute an additional 19.8% of the project site as open space, an additional 2.97 acres.

Planner Farrar said that all public open space and parks in CVR are for all community members, rather, for any member of the public, and they are strategically located throughout the entire PUD. He said there were illustrations of trails and several parks throughout the site, and they contributed a school site which was not counted in the overall open space calculation.

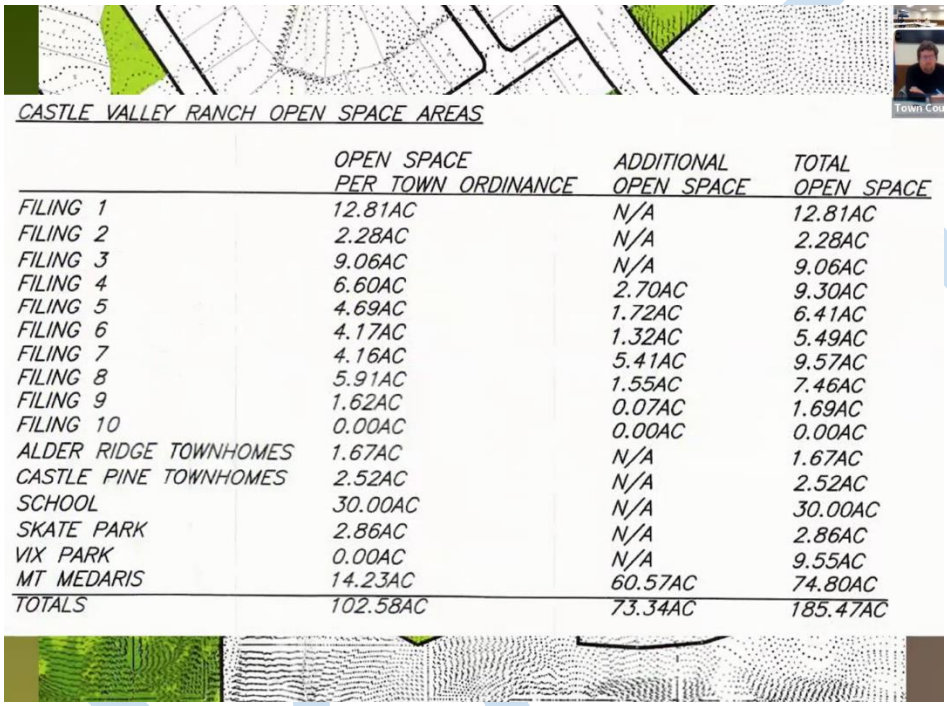
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Planner Farrar said that all of the lighter green was the open space dedicated to the town in CVR. He noted that anything over a 35% grand did not count (the dark green areas are indicated). He indicated the largest light green space and identified it as the school site, and offered that they could remove that from the open space calculations and the thought that the PUD would still meet the open space requirement at 72+ acres. He also indicated the Filing 11 project in the lower far right and pointed out the C Avenue connection.



Planner Farrar indicated in this slide the open space A, which is along the C Avenue Trail connection that would be dedicated to the town, which meant that the town would be responsible for maintenance. There will also be water and sewer connections to the development through Open Space A. Engineer Cokley said that Town Engineer Simonson was happy with the specifics of the water and sewer connections as proposed. Planner Farrar said that all the other open space areas in the project would be the responsibility of the project or homeowner's association to maintain.

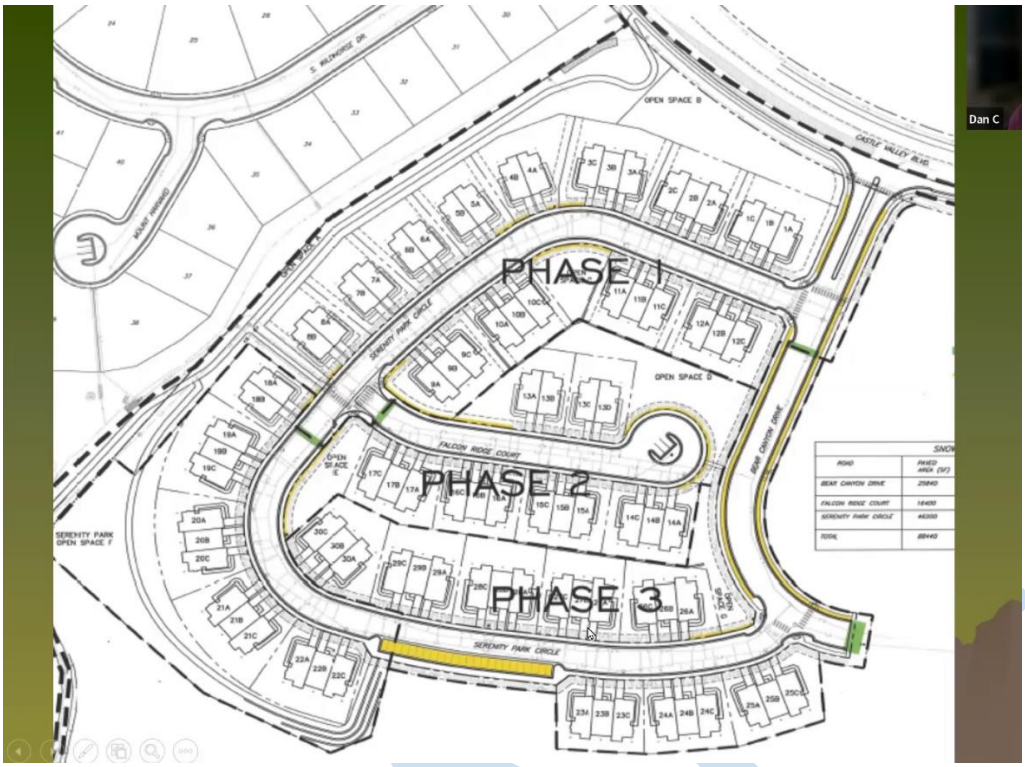


CASTLE VALLEY RANCH OPEN SPACE AREAS

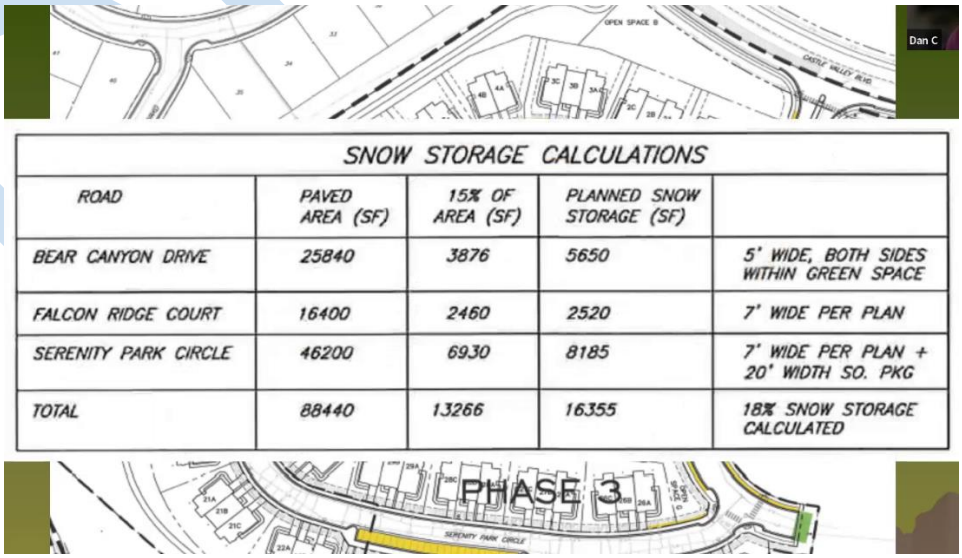
| | OPEN SPACE PER TOWN ORDINANCE | ADDITIONAL OPEN SPACE | TOTAL OPEN SPACE |
|---|---|---|---|
| FILING 1 | 12.81AC | N/A | 12.81AC |
| FILING 2 | 2.28AC | N/A | 2.28AC |
| FILING 3 | 9.06AC | N/A | 9.06AC |
| FILING 4 | 6.60AC | 2.70AC | 9.30AC |
| FILING 5 | 4.69AC | 1.72AC | 6.41AC |
| FILING 6 | 4.17AC | 1.32AC | 5.49AC |
| FILING 7 | 4.16AC | 5.41AC | 9.57AC |
| FILING 8 | 5.91AC | 1.55AC | 7.46AC |
| FILING 9 | 1.62AC | 0.07AC | 1.69AC |
| FILING 10 | 0.00AC | 0.00AC | 0.00AC |
| ALDER RIDGE TOWNHOMES | 1.67AC | N/A | 1.67AC |
| CASTLE PINE TOWNHOMES | 2.52AC | N/A | 2.52AC |
| SCHOOL | 30.00AC | N/A | 30.00AC |
| SKATE PARK | 2.86AC | N/A | 2.86AC |
| VIX PARK | 0.00AC | N/A | 9.55AC |
| MT MEDARIS | 14.23AC | 60.57AC | 74.80AC |
| TOTALS | 102.58AC | 73.34AC | 185.47AC |

Planner Farrar shared a table of the open space calculations in CVR. The requires open space was 102.58 acres which included 30 acres for the school. There was 73.34 acres of additional open space for a total of 185.47 acres of open space, not including the open space from Filing 11.

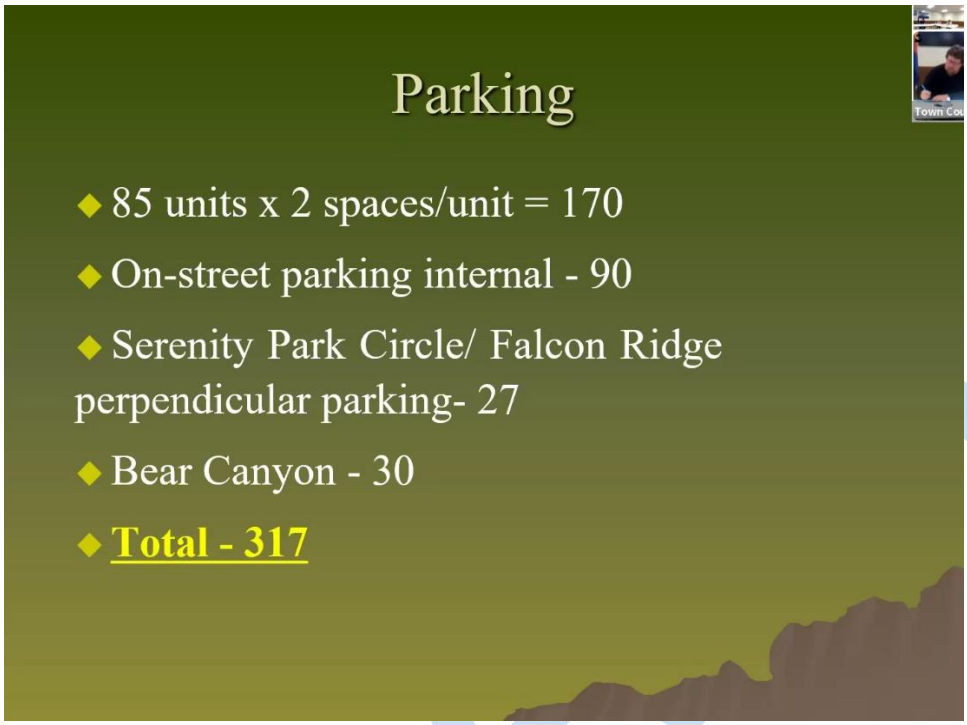





Planner Farrar said that the issue of snow storage had come up. He said the Engineer Cokley had worked with Director Wenzel on the anow storage areas. Engineer Cokley said that he had worked with Director Wenzel a few times over the past two years and the submitted plan is what they had agreed to, and although Director Wenzel mentioned concessions, Engineer Cokley said that Director Wenzel felt the snow storage plan will work. He said he will let Director Wenzel's comments on the cost and how it worked stand, but the plan will allow the town areas to push the snow, and the areas will be on the final plats.

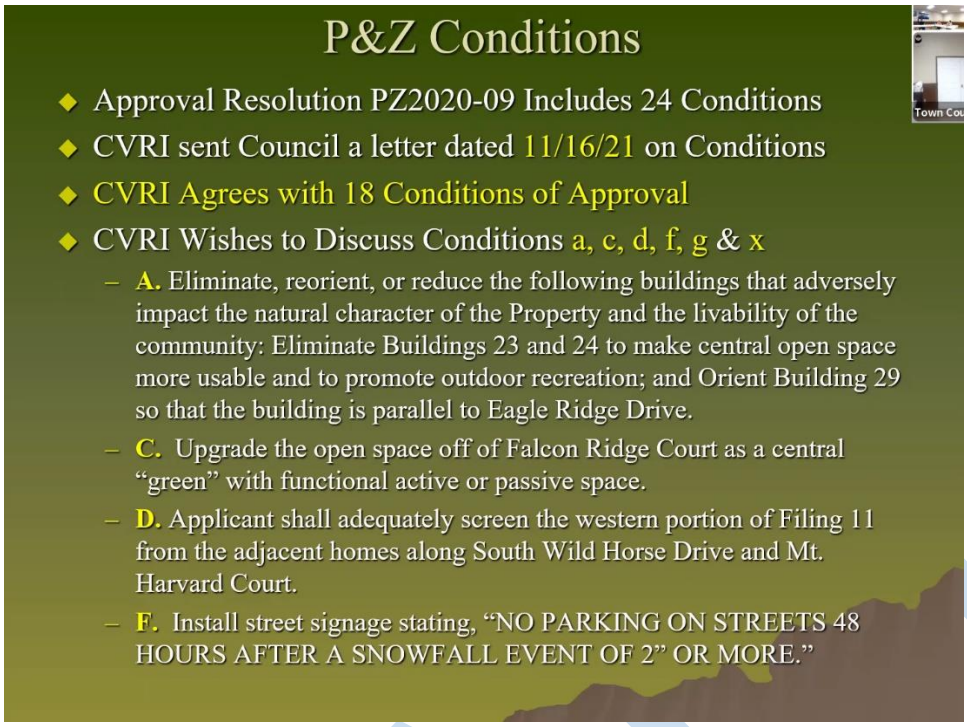


Engineer Cokley said that the town did not have snow storage calculations, so he used Glenwood Springs of 15% as an example. Engineer Cokley said Filing 11 was providing 18% of the paved area for snow storage. Planner Farrar said that New Castle averaged 11 inched of annual snowfall according to the town comprehensive plan.




Planner Farrar said the issue of parking had also come up. He said they exceeded the parking requirements of the town, but that there were 85 units with two off-street parking spaces each which equaled 170 spaces. There are 90 internal on-street parking spaces. Serenity Park Circle and Falcon Ridge perpendicular parking spaces were 27, and on Bear Canyon there were 30 on-street spaces for a total of 317 parking spaces in the project.

Planner Farrar reviewed the P&Z conditions. P&Z approve resolution PZ 2020-9 included 24 conditions. As a result of those conditions, CVR Investors sent a letter to the council on November 16, 2021 on each of those conditions, offering their response to them. Planner Farrar said that CVR Investors agreed with 18 of the conditions of approval, but wanted to discuss conditions a, c ,d, f, g & x.




Condition A. Planner Farrar said that Eagle Ridge Drive was now renamed to Serenity Circle. He said that they had already reoriented building 29, but they objected to eliminating any more units from the project. He said that they felt that the central area that P&Z suggested as an active or passive open space location was better located in Serenity Park in the southwest portion of the project. He reiterated that they had no more obligation to contribute any more open space, but they were willing to do that. Planner Farrar said eliminating those two dwellings after reducing the density from the original 106 units to 85 was pushing the limits of financial viability for the project. When units are removed, particularly from the cul-de-sac, you are taking a double-loaded street (buildings on both sides) to a single-loaded street, adding cost to remaining units in the project. He said that did not make things more affordable. He said they partially agreed with condition A, but there was part they did not agree with.

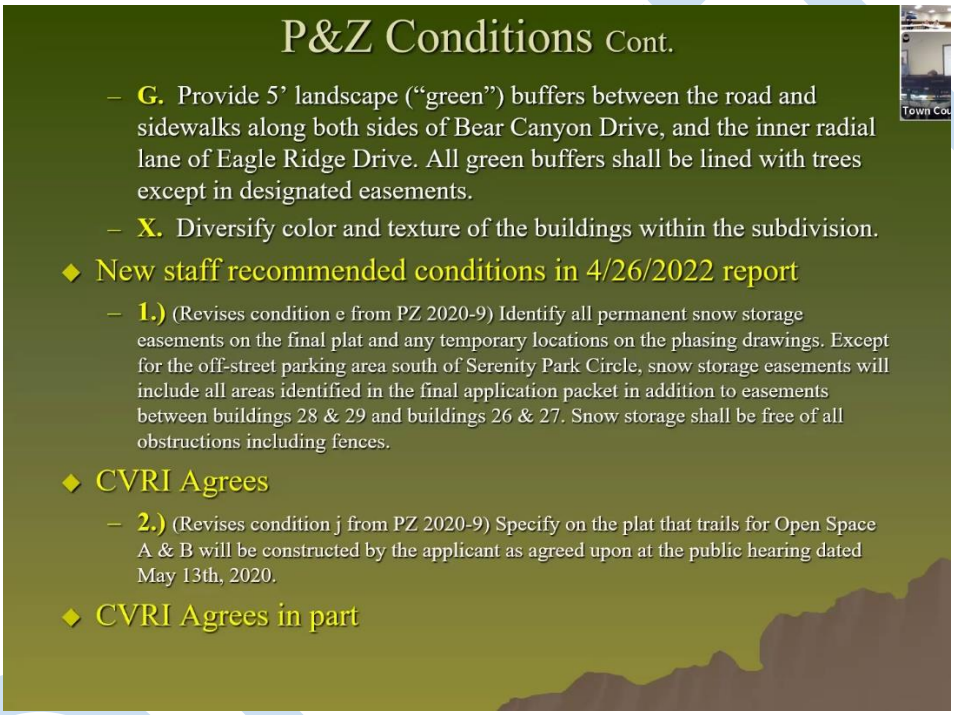
Condition C. Planner Farrar said that he deferred to prior comments in the they believed Serenity Park was a better to do it.

Planner Farrar said that in the central cul-de-sac there would be private open space. They believed their target audience or buyers will be older folks who are less likely to be less receptive to having a playground or active open space right outside their first-floor bedroom.

Condition D. Planner Farrar said he had shown the illustrations, aerial shots and actual ground views of areas across open space that exist in town that work very well, they were triplexes, not duplexes and they felt that a compatible transition of housing type. Planner Farrar said they were willing to plant on tree per unit, so two trees per duplex. They will

be evergreen trees, not deciduous and lose their leaves. He said they will also put in a six-foot opaque fence along the boundary of the project.

Condition F. Planner Farrar said that they appreciated the challenges of snow removal. He said he had been a town manager and knew first-hand about the complaints and about the struggles of the public works departments. However, he said that if the town had an ordinance for the provision for snow removal, he said they will be happy to comply. Otherwise, they felt was a dangerous precedent to have customized snow-plowing in various locations throughout town. He again said that f there was a standard, they will be happy to comply, but they did not believe a customized snow removal provision in the project was a viable solution.




Condition G. Planner Farrar said that they agreed to have a separate sidewalk on Bear Canyon Drive as a green buffer, but internal to the project, he said the town's ordinance required that the sidewalk be connected to the curb. He said they understood some of the thinking on that, but it was not consistent with the town's own regulations.

Condition X. Planner Farrar said that they were willing to change the color of the units, but texture becomes a problem as it added to the cost of the units. He said they thought the design of the structures, the final design was up to the architectural review committee. He said that if the town council or P&Z add their own version of an architectural and design approval, it could be in conflict with the ultimate decision of the architectural committee. He said they felt it should be left to that committee for those types of decisions. That was how it was in Lakota, and that was how it was in CVR for probably all the other units, although he was not sure.

Planner Farrar said that staff had come up with four additional conditions in their April 26, 2022, report.

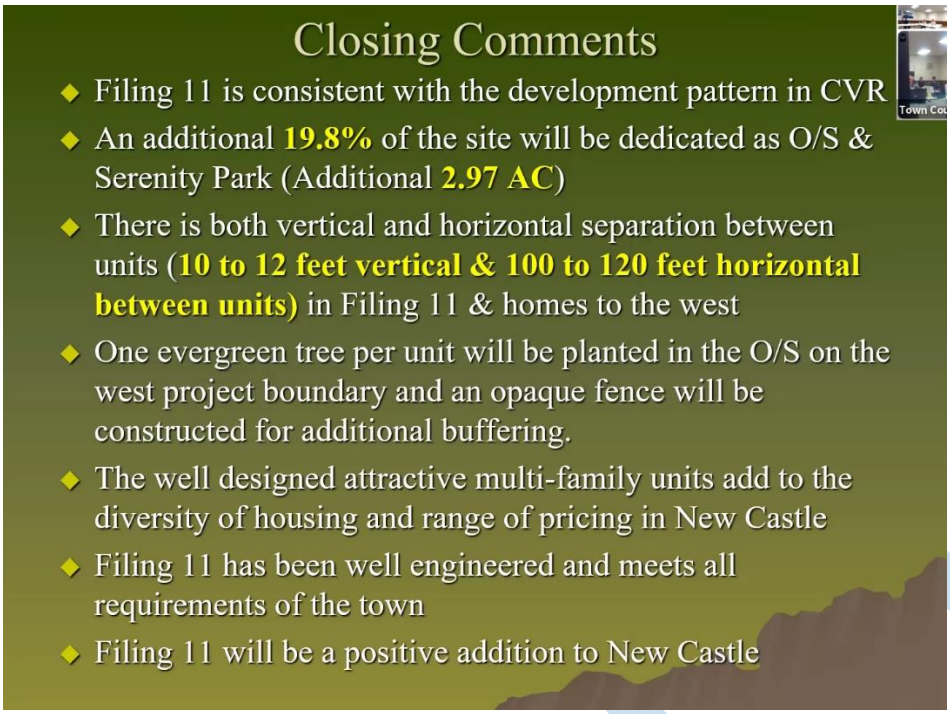
Condition 1. Planner Farrar said that they agreed with condition 1 and were willing to comply.

Condition 2. Planner Farrar said that a portion of open space A will be dedicated to the town. He said that they had pushed the trail to the base of the hill below units on S Wildhorse Drive so they could plant trees on the border of the project, so at maturity, they will not interfere with the trail. He further stated that there will be a park dedication that will be paid to the town at the time of building permit, and they felt that the property will be dedicated to the town, and it will be the town's obligation to construct the trail A in that open space.
Regarding open space B, Planner Farrar believed that related to a sidewalk along Castle Valley Boulevard. Presently, there was no sidewalk existing on either side of the project boundary, and he asked where that sidewalk should end heading west. Mr. Aaron Atkinson said he thought it would end at S Wildhorse Drive. Planner Farrar said that was the closest sidewalk and he believed it to be a 5-foot sidewalk, not an 8-foot sidewalk, and it was asphalt. Downhill, heading east from the project there was no sidewalk until you got to the senior housing. He said they would be willing to construct the sidewalk, but it will terminate where there was no sidewalk until there was further development. Planner Farrar said they agreed in part as they will construct the sidewalk in open space B, but the trail in open space A they felt was the obligation of the town.

Condition 3. Planner Farrar said CVR Investors agreed. It made sense.

Condition 4. Planner Farrar said they agreed in part. He said they agreed with the Town Engineer. Regarding the Town Public Works Director letter and comments. He said they agreed with most of those. They did agree with the phase plats and amended final plats being approved by the town attorney before recordation. Planner Farrar said they will come back to the public works letter.

DRAFT




Planner Farrar made the following closing comments:

Filing 11 was consistent with the development patterns in Castle Valley Ranch.
That they were providing an additional 19.8% of the site will be dedicated as open space and Serenity Park (an additional 2.97 acres).

There was both vertical and horizontal separation between until (10 to 12 vertical and 100 to 120 feet horizontal) in Filing 11 and the homes on S Wildhorse Drive.

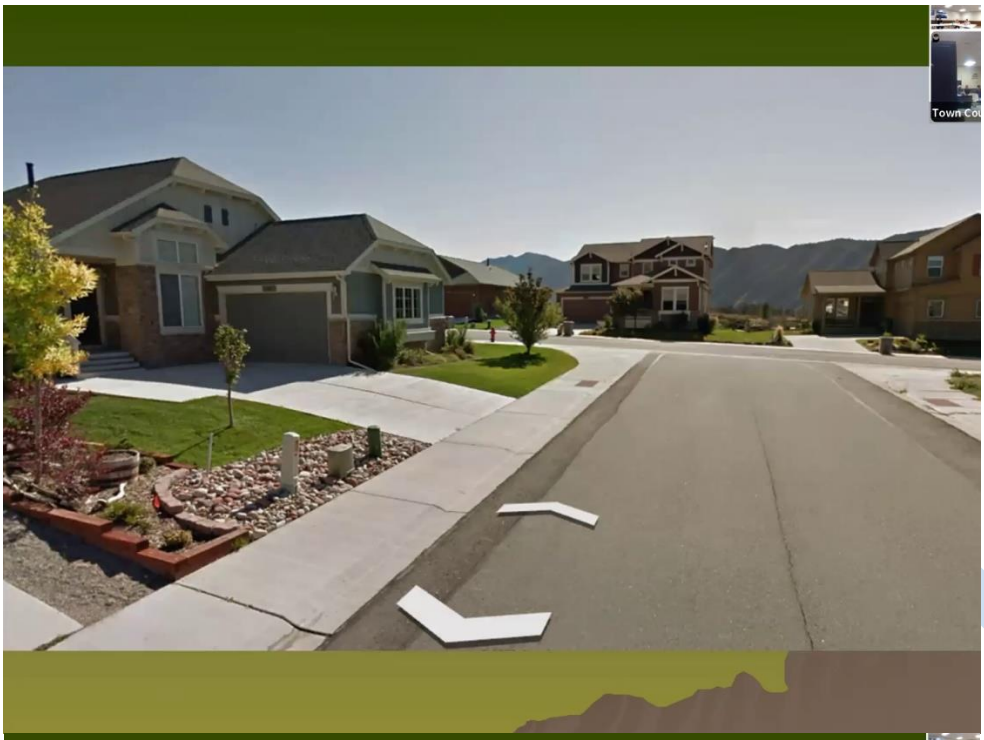
They will plant one evergreen tree per unit in the open space on the west project boundary. (someone interrupted) Planner Farrar said he stood corrected in that they will provide a tree for each unit for the town to plant in the area that will be dedicated to the town. He said that CVR Investors will construct the opaque fence on the west side of the units to provide additional buffering.

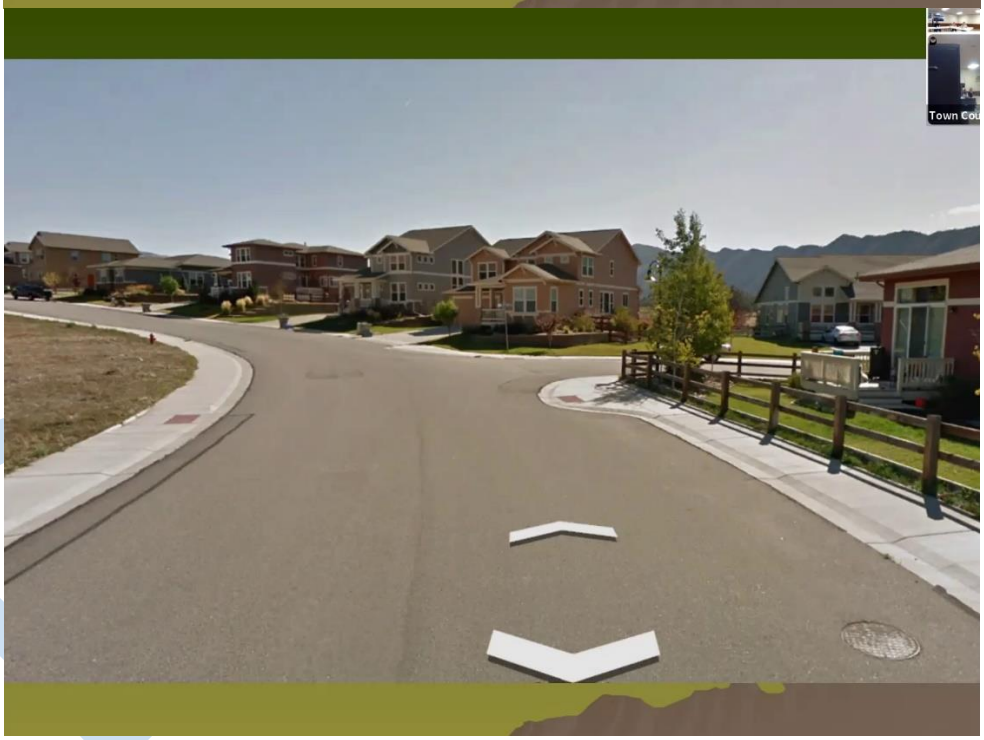
The felt they had a well designed attractive multi-family units that added to the diversity of housing and range of pricing in New Castle.
Filing 11 had been well engineered and met all the requirements of the town. He noted that they were happy to work out any details with the town engineer.

Filing 11 will be a positive addition to the town of New Castle.

Planner Farrar said they will come back to the public works letter.

He thanked the council for their time.





Planner Farrar shared some Google Earth photos of the street view from Kit Carson Peak, looking west towards S Wildhorse Drive and from S Wildhorse looking northeast. He noted that in phased development, what happened was the homes that developed last in undeveloped areas will be homes that block your view. It was the natural sequence of events in a development. The point being that someone was going to look through homes. He said the photos depicted something more obstructive that their project where the S

Wildhorse homes will be 10 to 12 feet above the Filing 11 units and there will be opaque fences and heavy landscaping to mitigate the impact.

March 16, 2022, Letter from Public Works Director John Wenzel:

**From:** John Wenzel
**To:** Paul Smith; jeffs (jeffs@sgm-inc.com)
**Cc:** David H. McConaughy; Haley Carmer (hcarmer@garfieldhecht.com); Dave Reynolds
**Subject:** RE: CVR Filing 11 20220113 FinalPlanResubmittal - Updated
**Date:** Wednesday, March 16, 2022 3:53:32 PM
**Attachments:** image001.png

HI Paul,
I have had the opportunity to review the "final" application for filling 11 and have the following comments:

Plat Notes: Ownership and maintenance responsibilities for open space tracts D, E, F, & G are not defined. They must be the responsibility of the HOA.

Trail construction in Open Space A is listed as being performed by the Town. It must be performed/constructed by the Developer. 8' wide asphalt trail with 6" of structural base material. Trail construction parallel to Castle Valley Boulevard is list as 5 feet wide. It must be 8 feet wide.

The Cul-de-sac island surface must be 4" concrete. No landscaping or irrigation.

If the HOA is to maintain all of the exterior landscaping, than individual raw water supply services are not necessary.

A potable water service line and curb stop, for a sample station, must be installed. Preferably near Unit 14A. The town will provide and install the station. All we need is the service line and curb stop.

A water main line gate valve at the connection point in Mount Harvard should be installed.

C Ave is shown as asphalt millings . It is asphalt paving south of 171 C Ave. The roadway must be repair with like materials.

Fire Hydrant manufacturer is not listed. Fire Hydrants must be Kennedy K-81.

The storm water utilities seems insufficient. Storm water from Bear Canyon must travel more than 1,200 feet before it is picked up by a drain inlet near Falcon Ridge. This could be a problem in the winter months, especially because this neighborhood is on the shady side of Mount Madras. I think Jeff S. should take a look at the design.

Thank you.
John

DRAFT

Referring the public works letter, Planner Farrar said that regarding ownership and maintenance responsibilities, everything in the project, including Serenity Park, will be the responsibility of the HOA.

Regarding trail construction in open pace A, Planner Farrar said they felt that was an obligation of the town, and that was the purpose of the park dedication fee. He said those funds will go towards that as spelled out in the second amendment to the annexation agreement.

Regarding Trail construction along Castle Valley Boulevard, Planner Farrar said that they will match the sidewalk that was there because is made no sense to build an 8-foot wide sidewalk that went to an existing 5-foot or 6-foot wide sidewalk. He again said they were willing to match what was out there, and he reminded the council that it will end at their project.

Regarding the cul-de-sac island being 4" of concrete – Planner Farrar agreed they will do that.

Regarding the HOA to maintain all the exterior landscaping. Planner Farrar noted that they will do that on the properties that are within the project.

Regarding the water sampling station, Planner Farrar said they were happy to do that as they understood the value of that.

Regarding the water main line gate valve at Mt. Harvard Planner Farrar said they would do that.

Regarding C Avenue repairs, Planner Farrar agreed they will replace that and put it back the way it was.

Regarding the Kennedy K-81 fire hydrant, Planner Farrar agreed they will comply with that request.

Regarding the comments about storm water utilities being insufficient, Planner Farrar said that they will defer to the Town Engineer's recommendations on storm water management and drainage.

Planner Farrar asked for comments from the team.

Engineer Cokley agreed that they would adhere to Engineer Simonson's comments and address those comments in terms of the constructability and phasing so that it could be included in the subdivision improvements agreement (SIA). Engineer Cokley said that was the main thing, that they would comply with Engineer Simonson's comments and make it a successful project.

Attorney McConaughy said that when Planner Farrar ran through the list of conditions and noted which they could and could not agree with in the staff report, he wanted to make sure they agreed with condition W which was not in green in the staff report.

DRAFT

*Condition W: Dedicate for public use a single-track hiking and biking easement at the base of Ganley Hill as a trail connector between Mount Medaris and Prendergast Hill.*

Planner Farrar said he thought they were willing to do that, and he said he also said that they were willing to have discussions about dedication of that area that encompassed Ganley Hill and Prendergast wherever they had ownership. Hopefully they would be able to move forward on that constructively, and they would be open to discuss dedication of that area to the town as public land. Which again, was way above what they were required to dedicate. He said they would provide an easement in there for a trail.

Mayor A Riddile asked the owner if he had any questions.

Mr. Aaron Atkinson said that he did not because Planner Farrar had done a great job, but that he would be happy to respond to questions.

Attorney David Myler said that he had come into the project late, but that he had been doing (land use) for a very long time. He said that the review the project had undergone, particularly with P&Z was very thorough, very exhaustive and to get to the point where there were just 5 conditions to talk about, that they did not agree on, was pretty remarkable. He felt that everyone involved should applaud themselves for all the hard work that had been done. Attorney Myler said that there were common sense, practical reasons that came into play with the 5 disputed conditions that should be the basis for a resolution so that he and attorney McConaughy did not have to 'arm wrestle' over vested rights issues.
Attorney Myler thanked the council.

Mayor A Riddile said that he would open it up to public comments and he told the audience the rules:

1. State your name and address for the record
2. You will have three minutes to speak. The Clerk will keep time.
3. Please don't be repetitive. If someone complains about density, someone else doesn't need to restate that compliant, simply say 'I agree'.

Bronwyn Rittner, 720 W Main Street. Ms. Rittner said that there were a few things she wanted to point out as a concerned citizen.
There was a letter from Adam Cornely concerning that open space for trail use behind that development. She pointed out that the letter was not included in the presentation packet.
Clerk Harrison said that letter was included in the full council packet.
Ms. Rittner said another item that was not mentioned was the police department. She said there was no mention of what stresses this may place on them. She noted that the subdivision would add approximately 170 vehicles to the roadways. It will also add about 230 people to the community, and a national average of 136 more dogs. She said that not only did these things stress our code, and issues for the police to handle, but it also stressed the town's laws. She said she would like to hear from the police chief about how

it will affect the department. She said she also knew that it was difficult to find housing for additional officers and she felt that was another consideration for the development. Mayor A Riddile said for the record there were some citizen letter included in the packet. There was one from Bonnie Daniels, one from a group of citizens in CVR and LCR with approximately 35 signatures on it, and one from Adam Cornely.

Myrna Candreia, 26 Foxwood. Ms. Candreia asked Planner Farrar what he meant that they were excluded from the comprehensive plan. Planner Farrar said that when the (town) was beginning the process of updating the comp plan, they heard from the developers of CVR and LCR and they were asking if the comp plan would change their projects because they were already PUDs, mater planned communities. The decision/discussion was that it would not include them. He thought Councilor Leland may remember some of that. Planner Farrar said that most of the time was spent on other parts of the town, and a lot of it was regarding the McInnis property east of town. Ms. Candreia said that regarding condition 4, that he would come back to the letter from the public works director, and she asked if he had done that. Planner Farrar said that was the last letter he had covered. Ms. Candreia asked that the council take their time because this was their legacy. She said they all lived and worked here, and she wanted them to give the application careful thought.

Denise Scheberle, 507 S Wildhorse. Ms. Scheberle said that she was one of those adjacent to the project. She said she had been concerned about the project and she understood there were public values that they wanted to maximize for the town. She thought if the council were not careful, what was unique and special about New Castle will become the same-old nothing special at all. Ms. Scheberle said that she felt the developer had gone some distance in making improvements, but she felt there was more to go. She said that the open space A being talked about was the town's own hill. She said that really there was only a very narrow space that the developer has contributed and the rest of it was the town hill. Ms. Scheberle said that as a learning organization and town, we needed to learn from our mistakes and she a lot of what had transpired over the past few years where people who lived on Redstone and Foxwood and Cathedral Court and Capital Court saying AH! Parking is very challenging and it was very difficult getting in and out of the units. She said that we needed to be careful and don't repeat the mistakes of the past, and that meat that we had to learn from what was not working well in other parts of the town. Ms. Scheberle asked to draw to the council's attention to page 218 where a walkway went up the hill and connected to S Wildhorse. She said that it was a very steep little hill and people her age might find that a little bit challenging. Also, there was rip rap that went up. The main storm drain that fed into the pond behind the houses and the development would run into that. She said it looked like the rip rap would direct water into the town hill and then bypass it down to the walkway Ms. Scheberle said she did not think it was altogether toe right thing to do.

Mayor A Riddile told Ms. Scheberle that her time was up.

Sally Linden, 805 Ute Circle. Ms. Linden said that there were two things that had not been detailed. Wildfires, and she understood that people poo-pooed it, but she came from

California where her family had lost homes on multiple occasions. She said you cannot predict wildfires, and the winds that we get (here) were unbelievable. She said that the configuration of the project, the fire marshal was concerned about the trucks getting out. No one took into consideration people trying to evacuate. Trucks were coming in and people trying to evacuate out. Ms. Linden said that if we had learned anything at all from the Marshall Fire in Superior, they got out in seconds, but it took then and hour and a half to get out of the project. She said that Castle Valley needed to be widened. The sidewalk they talked about that the developer wanted to match, she felt should be a lane made in Castle Valley. Ms. Linden said that if there we got into a wildfire, we would be toast. We will not be able to get out of here. She said she had been told that there would be a roundabout put down by City Market in 2025. She felt that if there was a fire this year, we were screwed, and adding that many more people in that project where it winds around and people are trying to get out with two to three-plus cars, we aren't going to make it. Ms. Linden said her other concern was the wildlife corridor. She said that where she lived she had more than 50 elk in her front yard for at least two weeks, and they came up from Castle Valley to C Street. Ms. Linden said the wildlife needed to be taken care of in the wildlife corridor.

Wayne Shelton, 501 S Wildhorse. Mr. Shelton said that he had been there for 13 years. He pointed out that if you Googled snowfall in New Castle it is46.5 inches per year, not 11 inches. Mr. Shelton said that if you look at the pictures, on the single-family dwellings, there was nowhere to park on the street. If you talk to the people who live on Foxwood, cars park everywhere. He said that parking on Serenity Circle would not work if that was the temporary snow removal place. He asked where the people were going to park when it snowed. People had issue on Foxwood with people blocking driveways. If you have single-family dwellings they have parking for four places. There is only two places for parking in (this) development. He said it would be a mess.

Connie Davis, 818 Ute Circle. Ms. Davis said that when it comes to comprehensive plans, which she always encourages when she speaks in Carbondale or here, we should stick to comprehensive plans. She said she saw them as a guideline and we don't exceed what was in the plans, but as time progressed and small towns grew, you start seeing the reality of comprehensive plans. She said that last week going to Carbondale where she had lived for 35 years, she was aghast as what she saw and was very disappointed. The cars and the three-story building right up on the walking path at the entrance to town. She said everyone knew about the car thing and it wasn't about the density of the project, it was about the density of the town, and she would like to see it slowed down. With the zoning projects going along Castle Valley Boulevard, she assumed there had been impact studies on Castle Valley Boulevard as it addresses not just one project, but all the project there are going forward. The grocery store. Ms. Davis said she did not see why going slow, creating .. she said she liked what the last gentleman said about single family homes. She felt it should be more of a mix like LCR with duplexes, patio homes and very expensive homes, a variety of socio-economic reality of peoples that mix when you have that. Ms. Davis said that was basically her comment but specified to the the variety of architectural design the other project in New Castle whose name she couldn't remember, triplexes, all those nice colors but thy were still cookie-cutter. Ms. Davis said she was sick of Colorado looking like cookie-cutter stuff all over the place anywhere in the state you go all in the name of affordable housing and all that, none of which turns out to be very affordable and the rents were outrageous, they have to be. She said she understood the

market though. Ms. Davis said that she understood the point of making a duplex look cohesive so that it sort of looked like a single family home. Ms. Davis said she did not understand why there could not be diversity in the architectural materials that are being used. She suggested that because there were three phases, could one sort of flow one way with certain materials and each phase could be different so it looked like three small neighborhoods. No cookie cutters. Ms. Davis thanked the council for what they do.

Mary Gervais, 140 Lakota. Ms. Gervais thanked the council for being public servants and she said that being in a volunteer job was not an easy thing. She said that she basically agreed with everyone, and she thanked people who wrote letters and people who were not in attendance. Ms. Gervais said that participating that made a community, people willing to take time. She said that she was disappointed to see that initially, it appeared that in the conditions that P&Z was asking for, five of them related to open space, paths and recreational opportunities that keep a community healthy, that make a desirable place to live. Initially, she said that all five conditions were rejected by the developer. She said at the end when there was the discussion about connecting Medaris and Prendergast with a trail, then only four of the five were rejected. Ms. Gervais said that she hoped that the town realized that having trails and open space was what made neighborhoods and towns desirable and healthy, and don't allow just the minimum. She asked for New Castle to be better.

Daniel Leifeld, 51 Mt. Yale Court. Mr. Leifeld said he had purchased his home in January 2021, knowing there would be development around it. He said he certainly understood how it worked. He commented that when the rest of the development was built, after these three phases, and he felt there was clearly more development coming, he was not worried about Filing 11 breaking the infrastructure of New Castle, he did not think that was an issue, but he was worried about future development. He said he was worried about being able to get out in a fire. Mr. Leifeld said he lived at 218 Capital Court for five years and if he had a dollar for every time his driveway was blocked, including the night his daughter was morn, he would likely be able to upgrade to a little bigger house. He said that parking situation was tough, and if no one believed him it was close to 10 o'clock at night and he invited everyone to drive through Capital Court and see if they could get down the street, turn around and get back. Mr. Leifeld said it was not efficient, did not work and if you've not lived there, you would not understand. He said that the other big difference between the Filing 11 townhomes and the ones referred to in Lakota as being next to single-family homes, he said there was no comparison. The Lakota townhomes were not even close to what was proposed.

Mayor A Riddile asked if anyone in the virtual world if they had a comment. There were none.

Aaron Atkinson, Owner of Filing 11. Mr. Atkinson said that he had been in front of council before, and he thanked them for hearing their application. He said he wanted to address a few things he heard. Regarding wildfire, police department and those types of concerns. He said they had been living it for years and there had been comments at previous hearing from the police department and addressing wildlife and things like that. He said those things had been considered an addressed in previous hearings. Mr. Atkinson appreciated everyone for attending and expressing their concerns for the community because they were concerned with it as well. Mr. Atkinson wanted to reiterate a concern

that someone had voiced about not just meeting the minimum requirements, and he said they absolutely agreed with that. As a result they had exceeded the parking allotment by a substantial amount; they had demonstrated their willingness to work with the town by reducing the number of units they wanted to bring online substantially from 106 to 85; they were still allocating and designating open space because even though that allocation in the second amended annexation agreement at 10% was already done, they wanted to continue to do that. Mr. Atkinson said that not meeting the minimum standards was something they agreed with. Regarding concerns about texture and color and mixture of products: one of the things that was driving them was the homeowners association design review guidelines that CVR had, and they did not want to get into a granular discussion about what each building would look like in terms of texture and siding, those had to be in conformance with the design review guidelines, they had to be approved by the design review committee of CVR, by people who were dedicating their time and wanted to offer their insight. Mr. Atkinson said that not meeting the minimum standards was very important to Filing 11. He thanked the council again for hearing what he had to say.

Mayor A Riddile said that regarding the time and the fact that there was other important business that needed to be taken care of, he said he wanted to continue the meeting. He asked if that would be okay with the Filing 11 team. Planner Farrar said that they would love to get it done but he said they recognized the late hour and said they did not want to pressure the council into making a decision.

Mr. Atkinson said it had been a very long time coming and they were anxious to get it done, but he said he did not want to pressure them either.

Mayor A Riddile asked Attorney McConaughy if it was okay to continue.

Attorney McConaughy said that the town code said they had sixty days after a decision by P&Z, but that step had been skipped by agreement, so it was difficult to calculate that. It said sixty days or as otherwise agreed, and everyone agreed to the meeting tonight, so he did not know where to begin counting.

Mayor A Riddile said he didn't want to go sixty days, and he asked if all the council members would be in attendance in two weeks or four weeks, because he wanted to see a full council. Clerk Harrison said those meeting would be either May 17 or June 7.

Mayor A Riddile asked how long it would take Clerk Harrison to get tonight's minutes complete. She said she would complete them immediately.

Mayor A Riddile said they could then continue to May 17. Attorney McConaughy said he would be in Delta on May 17, but Assistant Town Attorney Haley Carmer could attend May 17.

**MOTION: Mayor A Riddile made a motion to continue the Filing 11 meeting on May 17, 2022. Councilor Mariscal seconded the motion and it passed unanimously.**

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**Consider Approval of a Trail License Agreement with Garfield RE-2 School District**
Attorney McConaughy told the council that at the last council meeting the agreement had been approved, and then it went to the school board. He said that the town had proposed a license agreement for the parking, and a permanent easement for the trail, and the school district would like a license for both. He said that the difference was that it could, theoretically, be revoked, but all the other terms and conditions remained the same. Administrator Reynolds said that the initial term of the agreement was 5 years. Attorney McConaughy said the agreement will automatically renew for additional five-year terms.
**MOTION: Mayor A Riddile made a motion to approve the Trail License Agreement with Garfield RE-2 School District. Councilor Mariscal seconded the motion and it passed unanimously.**

**Consent Agenda**
April Bills of $490,571.15
**MOTION: Councilor Hazelton made a motion to approve the consent agenda. Mayor A Riddile seconded the motion and it passed unanimously.**

**Staff Reports**
Town Administrator – Administrator Reynolds said that the department heads will interview a potential candidate for the treasurer position. He said that if that worked out, there will be a council interview at next council meeting. Administrator Reynolds said that Treasurer Burk and he were looking at a new budgeting tool called Clear Gov. He said that he had mentioned it in his managers report the previous week. He said the program would help with the budget process and make it easier for everyone. He also felt that the timing was great for a new treasurer coming in. Administrator Reynolds said that Councilor Hazelton had asked about the text program that the Town of Silt was using. He said they had looked into it, and the program was called Text My Gov. It was an annual subscription that would cost $6k per year. He said they had found out Silt was paying only $2k per year. He said that Administrative Assistant Rochelle Firth was heading up that project. Administrator Reynolds said that New Castle Gardens had a program where they had door hangers that were "What to do if you see a bear". He said there was a community member that wanted to distribute them to residents. In addition, the Roaring Fork Valley Bear Coalition was offering free straps that go on people's garbage can. He said in a conversation with Mountain Waste, they were not thrilled about straps. He thought the door hangers sounded okay, and it was a resident wanting to distribute the door hangers. Administrator Reynolds said that the project underway on CR 335, the Dow Rippy project. he said that staff had been in contact with Garfield County regarding that project and some stop work orders had been issued, and the county was trying to work them through the process of coming into compliance with the code. Administrator Reynolds said that there was a new program in Colorado called FAMLI, the Family Medical Leave Insurance Program that had been approved by the voters a few years ago. Essentially it was an insurance program that provided up to 12 weeks of paid time off for family medical. He said that the town had until December to opt out of the program, otherwise it would be a substantial cost to the town at approximately 1% of payroll. He said there will be more on that very soon. Administrator Reynolds said that Debbie Wilde with the Detox Center will be coming to council on May 17 to ask for funding.

Councilor Carey said that she thought the door hangers would be most effective along Buckthorn Road, because there were a lot of bears there last year. She also thought that homes that abutted open space. Administrator Reynolds said they would look into that.
Town Clerk – Clerk Harrison told the council that she thought all the invoices had come in for the election, and the total was just under the budgeted amount of $10k, so there were a few dollars left in that account. Clerk Harrison said she had met with Drifters Coffee Shop, and they had completed their liquor license application. She said that she would be meeting with the new owner and representatives of the Black Bear Bar & Grill regarding a liquor license transfer. Clerk Harrison said that Administrative Assistant Remi Bordelon will be attending her second year of Clerk's Institute in the summer.
Mayor A Riddile thanked Deputy Town Clerk Mindy Andis and Administrative Assistant Remi Bordelon for attending the council meeting and providing the extra help.
Town Treasurer – Treasurer Burk said that the pay increases for council members who were recently elected will be reflected in the next pay checks. Treasurer Burk said that the audit was going very well, and it should wrap up by the end of the week.
Town Planner – not present.
Public Works Director – not present.

**Commission Reports**
Planning & Zoning Commission – nothing to report.
Historic Preservation Commission – nothing to report.
Climate and Environment Commission – Councilor Leland said that Earth Day was great.
Senior Program – Clerk Harrison said that they went over March statistics for meals, classes and the traveler. She said they also received an executed copy of the Senior Programs MOU.
RFTA – nothing to report.
AGNC – nothing to report.
GCE – nothing to report.
EAB – nothing to report.

**Council Comments**
There were no council comments.

**MOTION: Mayor A Riddile made a motion to adjourn. Councilor Mariscal seconded the motion and it passed unanimously.**

The meeting adjourned at 9:56 p.m.

Respectfully submitted,

_____
Mayor Art Riddile

_____
Town Clerk Melody Harrison, CMC

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**New Castle Town Council Regular Meeting**
**Tuesday, April 05, 2022, 7:00 PM**

Virtual Meetings are subject to internet and technical capabilities.

To join by computer, smart phone or tablet:
https://us02web.zoom.us/j/7096588400
If you prefer to telephone in:
Please call: 1-346-248-7799
Meeting ID: 709 658 8400

Follow the prompts as directed. Be sure to set your phone to mute until called on

**Call to Order**
Mayor A Riddile called the meeting to order at 7:00 p.m.

**Pledge of Allegiance**

**Roll Call**

| | |
|---|---|
| Present | Councilor Copeland |
| | Councilor Hazelton |
| | Mayor A Riddile |
| | Councilor Leland |
| | Councilor G Riddile |
| | Councilor Mariscal |
| Absent | Councilor Owens |

Also present at the meeting were Town Administrator Dave Reynolds, Administrative Assistant Remi Bordelon, Town Planner Paul Smith, Town Attorney David McConaughy and members of the public.

**MOTION: Mayor A Riddile made a motion to excuse Councilor Owens' absence. Councilor Hazelton seconded the motion and it passed unanimously.**

**Meeting Notice**
Administrative Assistant Remi Bordelon verified that her office gave notice of the meeting in accordance with Resolution TC 2022-1.

**Conflicts of Interest**
There were no conflicts of interest.

**Agenda Changes**
Mayor A Riddile said that the Arbor Day proclamation would be moved to the beginning of the agenda. The council agreed.

**Citizen Comments on Items not on the Agenda**
Bryan Ventura, 607 E 1st Street, New Castle. Mr. Ventura told the council that he had lived in New Castle for ten years and that he had come before the council to discuss concerns

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regarding the cross walks in the downtown with non-working lights. He felt that it was dangerous, and that someone might be hurt. Town Administrator Dave Reynolds said that town staff was aware that the lights were not functioning well, and it had to do with the batteries in the units not charging properly. He said they were trying to find solutions for the problem.
Mayor A Riddile thanked Mr. Ventura for his comments.

**Consultant Reports**
Consultant Attorney – Town Attorney David McConaughy said that he had gotten some comments back from the school district's attorney regarding the trail agreement. He said they were overall positive and that the school board would be meeting the following week and will consider the agreement. The concerns were that the town would help control trash, possibly provide a porta-potty and that the school rule of no alcohol on school premises was enforced.
Consultant Engineer – not present.

**Items for Consideration**

**Arbor Day Proclamation**
Administrator Reynolds introduced Parks Manager Charlie Moore.
Manager Moore greeted the council and thanked them for taking the time to consider the annual request for a proclamation so they could move forward with the Arbor Day Celebration. He said that they will be planting several trees. Manager Moore said that he had spoken with Caleb Jones, the new Cub Scout Leader for Pack 221 and they had selected a location in Grad River Park for the new trees which will replace some that had to be removed due to damage and disease. He said he will try to get trees from Mountain View Tree Farm in Rifle that will be flowering, but fruitless trees that will support pollinators. Manager Moore said they will teach the kids the process of planting and caring for trees as well. Manager Moore said the celebration will be part of the Town's annual application as a Tree City USA.
The council thanked Manager Moore.
Mayor A Riddile read the proclamation into the record.

Recess the Town Council Meeting, Convene as the Local Liquor Licensing Authority
**MOTION: Councilor Hazelton made a motion to recess the town council meeting and to convene as the local liquor licensing authority. Councilor G Riddile seconded the motion and it passed unanimously.**

**Consider a Special Events Liquor License Application from Symphony in the Valley for their Event at New Hope Church on May 7, 2022**
Administrative Assistant Remi Bordelon told the council that the application was for a special events liquor permit from Symphony in the Valley for their event 'Symphony Swing' that will be Held on May 7, 2022, at New Hope Church. She said that Orchestra Manager Alexandra Braeger was present for questions. Admin. Asst. Bordelon said that the application was submitted on March 16, 2022, more than 30 days prior to the event as required by state liquor code; that the public hearing had been properly noticed and the application was complete. Admin. Asst. Bordelon said that Symphony in the Valley was a non-profit corporation, qualifying them for a special event permit, and they held

legal possession of the property through a rental agreement with the church. Admin. Asst Bordelon said that the event included a catered dinner, and the caterer was serv-safe certified and would oversee alcohol service. She said that the application asked for a license period from 3:00 pm. To 11:00 p.m. which included time for set-up and tear-down of the event. She said that staff recommended a 100% ID check, and that last call be one half-hour before the end of the event to allow for guests to finish their drinks before leaving the venue. Admin. Asst. Bordelon said that the Clerk's Office staff recommended approval of the application.

Mayor A Riddile asked Orchestra Manager Alexandra Braeger what type of liquor would be served and how much it will cost. Manager Braeger said they will serve beer and wine and drinks will be $7.00. Mayor A Riddile asked about the catering company. Manager Braeger said that Stoney Joanie's was a new catering company in De Beque that came highly recommended by the City of Rifle who had used them for events at the Ute Theater. She also said that Stoney Joanie's had a liquor license pending with the state.

Councilor Hazelton asked if they will be issuing wrist bands after checking IDs. Manager Braeger said that they could issue wrist bands, or they could simply check IDs every time, but that the event was not big: there will be approximately 120 people and a good portion of those would be under 21 years old, and they will be sequestered in a certain area away from the alcohol.

Alvin Bencomo, 641 Alder Ridge Lane. Mr. Bencomo said that he attended church at Iglesia Cristo La Roca which was the Spanish-speaking side of New Hope Church. He said that many members of the congregation were against drinking alcohol, and they were surprised that a liquor license would be in the church; a place that was sacred, a place where they prayed and went to see God. Mr. Bencomo said that he worked at the church with the youth who were asking why alcohol would be sold there because it is a church, not a bar. Mr. Bencomo thanked the council for their time.

**MOTION: Councilor Copeland made a motion to approve the special event liquor license for Symphony in the Valley for their event at New Hope Church on May 7, 2022. Mayor A Riddile seconded the motion.**

Discussion: Councilor Leland asked Manager Braeger if they had the approval of someone at the church. Manager Braeger said that the rental agreement was with New Hope Church who she understood owned and managed the building. She said they held the event at New Hope in 2021, and the dinner was catered by Capital Deli, who holds their own liquor license, and they served. Manager Braeger said that it was the only event that the Symphony held where they serve alcohol because it was the annual fundraiser gala.

**The motion passed with Councilor Mariscal voting no.**

Adjourn the Local Liquor Licensing Authority, Reconvene the Town Council Meeting

**MOTION: Mayor A Riddile made a motion to adjourn the local liquor licensing authority and to reconvene the town council meeting. Councilor Mariscal seconded the motion and it passed unanimously.**

**Consider Resolution TC 2022-12 - A Resolution of the Town of New Castle Town Council Approving a Conditional Use Permit for a Storage Facility on Property Located in the Performance Zone District**

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Town Planner Paul Smith said that Resolution TC 2022-12 was for Alpine Moving and Storage who was represented by Patrick Pelton. Planner Smith reviewed the following staff report:

***I Description of Application:***

The applicant requests a conditional use permit to expand his storage business, currently operating out of Aspen and Eagle, to adjacent property west of New Castle's Public Works facility in the Shilo Subdivision. Columbine Moving and Storage operates differently than more conventional storage facilities. Rather than fixed, self-service storage units the business offers the flexibility of transportable storage containers which are hauled to-and-from a client's property and stored at various offsite locations. The applicant's intent is for the New Castle location to become one of these offsite options. Therefore they are asking approval to store up to 50, 8'x8'x16' or smaller containers on the property including the construction of a staff office building.

The location falls within the Performance District zone which, according to section *MC* 17.56.020, is an area intended for "industry with minimal adverse environmental effects." Because the proposed use is not specifically permitted by right, the applicant is subject to a conditional use review.

On March 23rd, 2022 the Planning Commission (P&Z) voted in favor of recommending conditional approval of Resolution PZ 2022-3. According to section *MC* 17.84.040 (D), within sixty (60) days from the date of P&Z's written decision on an application, or within such time as is mutually agreed upon, Council shall approve the application, with or without conditions, or deny the application.

***II Application Requirements:***

The conditional use process determines whether or not the nature of a proposed use: is appropriate to the location, is consistent the character of the surrounding zoning, does not overwhelm traffic capacities of adjacent streets, and mitigates potential environmental effects that the Town may deem relevant**.** The application submittal attempts to demonstrate the compatibility of the proposed use with these concerns.

**Submittal Requirements:**

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(1) Adjacent land uses and location of adjacent structures:
**Staff Comment** – The proposed lot is bound by the Town of New Castle Public Works & Police Departments to the east; The Union Pacific Railroad corridor borders directly to the south; Elk Creek Elementary and Burning Mt. Land and Cattle are across Highway 6 to the north and west. The lot is the property furthest west in New Castle along US 6.

(2) Boundary and size of lot
**Staff Comment** – **Exhibit D-1** illustrates the property boundary and specifies the size of lot (2.39ac or 104,108.4sf). The minimum lot size for a Performance District is 2,500sf.

(3) Boundary location, height and setbacks
**Staff Comment** – **Exhibit D-1** shows the building location on the east with portable storage units along the north property line at US 6. *MC* 17.56.070 requires the following setbacks:

A. Principal structure: fifteen (15) feet;

B. Accessory structure: ten (10) feet;

C. Conditional uses: fifteen (15) feet, unless otherwise specified by the town council;

The containers and office structure would be subject to provision (C) above. The application specifies a 15' office building height and 8' container height. Building heights may not exceed 40' in the Performance District.

(4) Off-street parking and loading areas
**Staff Comment** – **Exhibit D-1** shows 8-10 off-street parking places for employees only. As proposed clients of the business are prohibited from accessing the units privately while on the property. *MC* 17.76.020 specifies one parking place for each 300sf of office space. In this case six places are required. The applicant will be required to provide accessible parking as necessary and no less than one ADA van parking place per the adopted building code.

(5) Points of ingress and egress
**Staff comment** – Currently the lot shares the entry from US 6 with the Public Works facility and is aligned with the Elk Creek Elementary entry. The Colorado

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Department of Transportation (CDOT) originally contemplated the need for an eastbound deceleration lane on US 6 per the Terms and Conditions, item #7, of the original Notice to Proceed (**Exhibit K**). A traffic impact study was performed by the applicant and reviewed by CDOT (**Exhibit S**). The results confirmed the adequacy of the current entry for the proposed use.

(6) Service and refuse areas

**Staff Comment** – According to the 2/28/22 email response from the applicant, **Exhibit M,** no refuse location collection will be required.

(7) Signs and exterior lighting

**Staff Comment** – **Exhibit M** also states that no signage will be included since clients will not access the location unsupervised. Any future signage shall comply with sign code provisions in the municipal code. The property shall also post an address positioned near the property entry to direct emergency personnel. An address will be assigned with Garfield County pending approval. The email furthermore indicates that a single light will illumine the main entry. The expectation for all lighting is to be dark sky compliant. Illumination requirements for the building shall comply with all building code requirements.

(8) Fencing, landscaping and screening

**Staff Comment** According to Performance District zoning requirements (*MU* 17.56.100), "A landscaping plan must be provided to and approved by the town council." **Exhibit I.1-2** describes the updated landscape screening prompted from P&Z's recommendations. The goal is to soften the industrial look of containers adjacent to US 6 and I-70 while retaining the native landscape as much as possible. **Exhibit I.1** indicates that Rocky Mountain Junipers will be placed strategically along I-70 and similarly along US 6. Trees along I-70 will be positioned on top of a modest berm feature. At maturity, the screening of the containers should be sufficient. Deciduous trees will be located around the office structure. All trees will be on dripline irrigation until established.

(9) Compliance with performance standards

**Staff Comment** – Evidenced by **Exhibit O,** the applicant has submitted a signed document stating they will comply with all performance standards.

(10) Location and size of easements, power poles, fire hydrants, gas lines, water and sewer lines; anticipated utility requirements

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**Staff Comment** – Utility stub-outs are currently installed on the property. Electrical service will be provided through Xcel energy. The town does not anticipate any issues with providing water, sewer, or other public services for the proposed use.

**17.84.070 Alterations**

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 – Conditional Uses

***III 17.84.050 – CUP Approval Criteria and Comments:***

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

A. Is eligible for conditional review under Section 17.84.040;

***Staff Comment:*** **"Outdoor storage" is eligible for conditional use review by virtue of its inclusion on the list of conditional uses per *MC* 17.56.040.**

B. Is generally compatible with adjacent land uses;

***Staff Comment:*** **Adjacent land uses consist of public works, the police department, an elementary school, and state highway. The land west of the town borderline is rural Garfield County. The proposed use is compatible with adjacent uses to the extent that the neighboring uses are non-residential. Outdoor storage is possibly better suited for Coal Ridge Industrial Park where storage uses are already established. Nevertheless a storage facility is not unreasonable for that location.**

**The applicant has attempted to design the office building to conform to neighboring buildings. Exhibit D-2 shows a modest office structure with a combination of metal and wood siding. Various "eyebrow" features shade the front windows. The building shows a flat roof which**

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**is inconsistent with the neighboring gable roof at the public works facility (Exhibit N).**

C. 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;

*Staff Comment:* **The application addresses all the requirements of *MC* 17.84.020 and ostensibly minimizes adverse impacts. The fire marshal has requested clarification about hazardous material storage onsite. In his opinion, hazardous material storage may prompt additional fire suppression infrastructure on the property. From Exhibit M the applicant indicates that hazardous materials will not be allowed. Moreover, the containers are generally packed by employers rather than clients.**

D. Is consistent with the comprehensive plan;

*Comment:* **The property's location on the west end of the town along US 6 is positioned near one of four gateways to the town. According to guiding principal 13 "[e]ach gateway serves as a town welcome entry and offers visitors a first impression of the community" (Exhibit J). To be sure a "gateway" refers to the entrance portal into town including appropriate wayfaring, lighting, and/or landscaping. Nevertheless gateways shall be developed as part of a site-specific plan (CGW-1A, pg. 73). The town may have an opportunity to work with the applicant in improving the gateway at the west town boundary at US 6.**

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

*Comment:* **The property is serviced by town water and sewer. Tap fees and water dedication (or fees in lieu of) will be required as described in the recommended conditions of approval. Fire safety access is sufficient for the occupancy especially with a 15' setback adjacent to US 6. The fire marshal has also requested room for a hammerhead turnaround on the west end of the property. He has also deemed adequate the hydrant located on the northwest corner of the public works property. The police chief recommends surveillance cameras to monitor access, regardless whether clients are prohibited from entry.**

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## ***IV Staff Recommendations***

Staff recommends the following conditions in the Planning Commission's consideration of ***Resolution No. TC 2022-12***:

A. Development of the Property shall be subject to a 15' setback along the north Property line consistent with MC 17.56.070(C) for emergency egress and landscape screening.

B. Applicant shall construct the proposed office building with a gable roof that is more consistent with the public works facility;

C. No hazardous or flammable materials shall be stored in any storage container or elsewhere on the Property;

D. In the event Applicant's business model changes to allow customers to regularly access their storage containers at the Property without staff supervision and whether during or outside business hours, Applicant will update its traffic study upon request from Town staff to confirm that Applicant's use of the Property remains in compliance with the existing CDOT access permit;

E. Prior to issuance of a building permit, an easement deed or other conveyance document approved by the Town attorney establishing the access, parking, and utility easements called for in that certain Cost Sharing Agreement dated December 16, 2008, between the Town and Owner's predecessor shall be signed and recorded;

F. 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 the 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;

G. 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 § 17.84.070 of the Code;

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H. 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;

I. Applicant shall comply with all applicable building and municipal code requirements, including all accessibility requirements, and any recommendations made by the Town engineer and Public Works Director regarding future development of the Property;

J. Applicant shall be required to pay all water and sewer tap fees and water rights dedication fees associated with the conditional use at a rate of 1.0 EQRs. The applicant shall pay the dedication fee ($6,000) within 30 days of the effective date of this resolution and prior to, and as a condition of, the issuance of the town planner's conditional use certificate. Applicant shall pay remaining tap fees prior to the issuance of the building permit for the office building;

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

L. 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;

M. 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;

N. Development of the Property shall be consistent with the site plan and detailed landscape/screening plan for the north and south boundaries of the Property submitted to Town Council;

O. Development of the Property shall include the "T" or hammerhead turnaround at the west end of the internal gravel road shown on the site plan to be used for fire and emergency vehicles. The design and dimensions of the turnaround shall be approved by the fire marshal prior to issuance of a building permit;

P. Applicant shall install security cameras around the storage containers. The number and location of the security cameras shall be approved by the Town of New Castle Police Chief; and

Q. The stacking of storage containers on the Property is prohibited. No storage container stored on the Property shall exceed the following dimensions: 8 feet wide x 8 feet tall x 16 feet long.

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Councilor Leland said that the gateway material on the Comprehensive Plan talked about entry portals adding a sense of arrival and it also talks about master signage. He felt that the far west end of the property may be a good place for a monument. A "Welcome to New Castle stone monument. Councilor Leland told Mr. Pelton that at some point the town may want to speak to Columbine Moving about placing a monument on their property. Mr. Pelton said "absolutely". Town Attorney David McConaughy asked for clarification as to whether Councilor Leland meant that it would be a nice idea and charitable, but not a condition. Councilor Leland agreed that it was not a condition, rather, Mr. Pelton said that it would be okay that the town place a stone monument on their property, and anything said in a meeting became part of the agreement. Planner Smith clarified that he and Mr. Pelton had spoken about is several times and that he believe Mr. Pelton had agreed to considering it. Mr. Pelton said that he thought it was something that would be discussed, and further stated that they were open to any type of signage. He said that he felt that a monument would add to the screening of the containers.

Patrick Pelton, 411 Aspen Airport Business Center, Aspen Colorado. Mr. Pelton said that was the business address. Mr. Pelton said that Planner Smith had done a great job and that it was a simple business model they were trying to roll out. He noted that they currently had two locations, one in Aspen and one in Eagle, and based on their current assets, they do not have a need to put containers in New Castle at this time. He said it would depend on what the market demanded. Mr. Pelton said that the long-term expectation was that it will likely take five or more years to put fifty containers in New Castle. Mr. Pelton said that the office space will be a central business location that will house the sales team, their dispatch function, accounting and receptionists. The two current locations will then have only warehouse managers and crews to handle those facilities.

Mr. Pelton told the council that the clients had the option of loading the containers themselves, or by their crews. He said there were strict regulations on what could be stored in the containers, and their insurance company would not cover anything related to hazardous materials, so they have a fairly elaborate contract that their customers must sign.

Councilor Leland asked where empty containers would be stored. Mr. Pelton said they may bring one or two empty containers to New Castle to gain local interest, but the majority would be stored in either Aspen or Eagle.

Councilor Hazelton said that he was concerned about graffiti on the containers, and he felt that needed to be addressed. His other thought was that they were talking about planting a lot of trees for screening, but trees die, so he felt that it would be good to have a plan to replace any trees that die. Mr. Pelton agreed that there were a lot of trees proposed and them dying was a concern, but he felt it was their responsibility to replant trees right away. Regarding graffiti, Mr. Pelton said that they took pride in and maintained their assets and they would take care of any graffiti.

Councilor Leland said that the documents showed the owner as 'Church Expansion' and 'Church Extension' and he felt that needed to be corrected since the documents were legal documents. Mr. Pelton said that they had bought the property the previous Friday and it was now owned by Columbine Moving and Storage.

Mayor A Riddile asked what caliper of tree would be planted, because a one-inch tree would take fifteen years to be large enough to screen.

Councilor Hazelton said that trees such as aspen trees are measured by caliper or diameter of the trunk whereas conifers were usually measured by height. Planner Smith said that the trees along Highway 6 and I-70 would be conifers, but there would be aspen trees near the office.
The council and staff thought it might be easiest for everyone if tree sizes were specified and agreed four feet tall was sufficient.
**MOTION: Mayor A Riddile made a motion to approve Resolution TC 2022-12, a Resolution of the Town of New Castle Town Council Approving a Conditional Use Permit for a Storage Facility on Property Located in the Performance Zone District, adding a requirement for four-foot trees. Councilor G Riddile seconded the motion and it passed unanimously.**

Mayor A Riddile asked Mr. Pelton when they expected to begin the project. Mr. Pelton said he was meeting with a contractor the next day, and he hoped to begin within a few months.

**Discussion: Congressional Direct Spending**
Administrator Reynolds said that a year ago staff and council had discussed something called 'Community Project Requests'. Years ago, they were called 'Congressional Earmarks', which had been outlawed. He said that congress had begun to look for ways to get funds out to communities and they started the program called Community Project Requests. When staff and council had discussed it a year ago, it was right before a deadline and one of the senators was accepting applications for it and a congress woman was adamantly against it, and there were still questions whether it still looked and smelled like congressional earmarks, and was New Castle interested in being involved in that. Administrator Reynolds said that in the last year the program had been formalized and was now called Congressional Direct Spending. He said that Senators Bennet and Hickenlooper had process by which towns could formally apply for Congressional Direct Spending. He said that the town would identify a project, figure out whether the project fit the qualifications for Congressional Direct Spending, submit it to the senator, they are required to disclose the projects they were in favor of on their websites. Administrator Reynolds said that a lot of Colorado towns had applied for it the previous year and were successful. Glenwood Springs had received one million dollars for their South Bridge project. Administrator Reynolds said that he had attended a meeting in Senator Hickenlooper's office the week prior that discussed what the projects looked like. Staff had met to figure out if the town had any projects that qualified. Staff felt that the town's raw water distribution system was an appropriate project. He explained that it would include piping the Red Rocks Ditch which had been built in the late 1800s, and from which a lot of water was lost. Staff was identifying the project a 'conservation' project. It will also include a pump station, piping to get the raw water to areas of Castle Valley Ranch and Lakota as well as another retention pond above the existing one. Administrator Reynolds said that if council wanted to pursue it, the application deadline was on Friday. In anticipation, he said that staff had been working on the application.
Administrator Reynolds said that the staff recommendation was to move forward with the application because there was nothing to lose. He further suggested that the application be submitted to both senator's offices which was acceptable. Administrator Reynolds said

that if it worked well and the council wanted to, he suggested adding it to the capital improvements strategy moving forward.
The council agreed.

**Discussion Regarding Electric Vehicle Charging Station Regulations**

Administrator Reynolds said that the EV charging station idea had come up several months earlier, and staff was exploring the idea of adding a requirement to the building code that required an outlet or an electrical stub-out in a garage as a dedicated circuit for an electric vehicle charging station. He said that council debated it at the time. Councilor Leland had suggested staff speak to CLEER. Staff learned that EV charging stations are not currently included in the International Residential Building Code, although the International Code Council (ICC) who writes the International Residential Building Code does recognize them and had put out a statement regarding them. Administrator Reynolds said that Glenwood Springs was considering adding and EV charging station requirement when they adopt the 2021 International Building Codes, and it was already in Aspen's code. Administrator Reynolds said that the professional opinion from CLEER is that although technology was constantly progressing, the 50-amp charging for electric vehicles was not likely to change any time soon. He said that it was anticipated that by 2030, most new vehicles sold in Colorado will be electric. He said that the major vehicle manufacturers are building a line of electric sports vehicles as well as full-size trucks. Administrator Reynolds said at the last council conversation there was some concern that perhaps adding an EV charging station requirement may be overreaching and that it may be an idea to let it play out. He said that he had heard from Councilor Owens and his opinion remained the same in that it was not a necessary thing for the town to do. Staff did follow Councilor Leland's request that staff reach out to CLEER and bring it back to council.

Councilor G Riddile said that electric vehicles were coming, and the more there are, he believed that there would be more requests for more charging stations around town. He was in favor of being ahead of it because it was going to happen anyhow. He felt that if the town implemented an EV charging station requirement in residential it would help encourage it as well.

Councilor Hazelton said that if a developer or contractor wanted to install charging stations as an amenity that was fine, but he felt the town was ahead of it by having already installed the charging stations. He said he was not really in favor of beating the code book on a requirement.

Councilor Leland said that he agreed that the town should get ahead of it. He said he had been part of a committee in 2002 to computerize the college campus where he worked. He said half the plan was scrapped and within five years, the campus was scrambling to catch up. He said the situations were different, but that he was in favor of looking ahead and preparing for that future, although it may not be right now. He suggested that Planner Smith keep in touch with Glenwood Springs to see how it went for them, and expected that within a few years New Castle would do it as well.

Councilor G Riddile said that New Castle was building homes right now.

The council and staff discussed it briefly and agreed that they would like it to come back at an available meeting.

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**Consider Resolution TC 2022-11 - A Resolution of the Town Council of the Town of New Castle, Colorado, in Support of Ukraine**

Mayor A Riddile said that everyone was aware of the horrific situation taking place in the Ukraine. He said that typically, a roll-call vote was not taken on a resolution, but that he would like a roll-call vote. He also said that typically resolutions are not read either, but he wanted to read it into the record.

Attorney McConaughy noted that there was a typo between the resolution and agenda in that the resolution should be 2022-11.

Mayor A Riddile read the following:

**TOWN OF NEW CASTLE, COLORADO**
**RESOLUTION NO. TC 2021-11**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NEW CASTLE, COLORADO IN SUPPORT OF UKRAINE

Whereas the Town of New Castle recognizes the independence and sovereignty of the nation of Ukraine; and

Whereas on February 23, 2022, Russian military began a brutal assault on the people of Ukraine without justification, necessity, or provocation; and

Whereas the Town of New Castle stands with the people of the nation of Ukraine as they bravely defend themselves against an unprovoked Russian invasion and recent acts of war; and

Whereas the Town of New Castle stands with other nations, states, cities, and private organizations in strongly condemning this egregious and unwarranted attack on the nation of Ukraine; and

Whereas in this time of crises in Ukraine, the Town of New Castle recognizes the leadership of President Zelensky, the heroic efforts of the Ukrainian armed forces, and the extraordinary level of national pride among the peoples of Ukraine; and

Whereas the lasting peace and prosperity of the peoples of Ukraine requires the respect of Ukraine's sovereign boarders and the respect for all human rights.

NOW, THEREFORE, BE IT RESOLVED BY THE NEW CASTLE TOWN COUNCIL AS FOLLOWS:

1. Recitals. The foregoing recitals are incorporated by reference as findings and determinations of the Council.

2. Statements of Support. By this Resolution, the Town Council hereby expresses its support for the nation of Ukraine by:

    - Strongly denouncing the outrageous and egregious acts of aggression and war which have been forced upon the people of Ukraine by the Russian Federation.

- Supporting the government and people of the nation of Ukraine as they defend against an unwarranted invasion in direct violation of international law.
- Encouraging the federal government of the United States and its allies to provide humanitarian relief to those suffering in Ukraine.
- Encouraging interested residents of the Town of New Castle to pursue ways to demonstrate support for the people of Ukraine.

3. Further Action. The Mayor of New Castle, Art Riddile, hereby authorizes the flying of the Ukrainian flag on Town Buildings to show support for Ukraine.

**MOTION: Mayor A Riddile made a motion to approve Resolution TC 2022-11, A Resolution of the Town Council of the Town of New Castle, Colorado, in Support of Ukraine. Councilor Mariscal seconded the motion and it passed on a roll call vote: Councilor Leland: yes; Councilor Hazelton: yes; Mayor A Riddile: yes; Councilor Mariscal: yes; Councilor Copeland: yes; Councilor G Riddile: yes.**

**Consider Ordinance TC 2022-4 - an Ordinance of the New Castle Town Council Amending Sections 16.04.060 and 17.104.020 of the New Castle Municipal Code (1st reading)**

Attorney McConaughy explained that the ordinance was to clean up some inconsistent provisions in the town municipal code. He explained that the first correction in section 16 took out the reference to the planning commission having authority to approve final plats with is inconsistent with other code provisions. The second inconsistency in section 17 fixes a cross-reference issue. He said that may years ago the town sent the entire code out to MuniCode to be recodified. Various sections were renumbered and reorganized without making substantive changes, so what was titles 13 and 14 became 16 and 17 as part of the recodification process. Attorney McConaughy said that there was a related issue in that the Castle Valley Ranch annexation agreement, which granted vested rights in Castle Valley Ranch, made an explicit reference to being governed by titles 13 and 14 as part of their vested rights. He said that several different land use applicants had said that when the town was processing those land use applications, the town should resurrect what the municipal code said back in 2002 rather than referring to the current code. Attorney McConaughy said that the ordinance did not settle that question, and that was the point of paragraph 3 in the ordinance, which said "Nothing in this Ordinance is intended to or shall alter or interfere with any vested rights that may exist as of the effective date of this Ordinance." Attorney McConaughy said that he did not necessarily agree with the land use applicant's interpretation of the annexation agreement, but that was not what the council was deciding. He said all the council was doing was fixing a typo in the code that was referring to titles 13 and 14 which had nothing to do with subdivision and zoning. Attorney McConaughy said that staff was recommending approval to fix the cross-reference but was not wading into the debate of vested rights.

Councilor G Riddile asked when the vested rights for CVR expired, and Attorney McConaughy said he thought it was 2043.

**MOTION: Mayor A Riddile made a motion to approve Ordinance TC 2022-4, an Ordinance of the New Castle Town Council Amending Sections 16.04.060 and 17.104.020 of the New Castle Municipal Code on 1st reading. Councilor Copeland**



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**seconded the motion and it passed on a roll-call vote: Councilor Leland: yes; Councilor Hazelton: yes; Mayor A Riddile: yes; Councilor G Riddile: yes; Councilor Copeland: yes; Councilor Mariscal: yes.**

**Recap of Work Session Discussion with Town of Silt Board of Trustees**

Administrator Reynolds said that the council had held a work session with the Silt Board of Trustees on March 15, and he said they had yet to debrief.

Administrator Reynolds said they there had been presentations from both town's recreation directors, and they heard the from time to time the two directors coordinated on projects. He said that he thought he had heard from council that the cooperation should continue. He asked if there was anything else the council wanted staff to do regarding recreation. Councilor G Riddile said that he was very proud to hear what New Castle recreation was doing, but not just that, the entire staff. He asked if staff felt like something else needed to be pursued. Administrator Reynolds said that the town staff was happy with what they were doing. He said that he felt that one reason that was on the agenda was because he felt the Town of Silt recreation wanted to learn from what New Castle recreation was doing, and that the town manager wanted to expose the trustees to what New Castle was doing. He said that he knew their recreation budget was laid out quite differently than New Castle's was. He said he felt it was somewhat exploratory, and staff did not have a great desire to pursue more coordination, nor did they want to push them away if they were interested in coordinating on something.

Mayor A Riddile asked if he had heard any feedback from Silt about what they may want to do with RFTA. Administrator Reynolds said he had not heard anything.

Councilor Leland said that he felt the coordination between New Castle and Silt regarding recreation was us helping them and he thought it might be helpful if we reminded them from time to time about how we helped them out. Administrator Reynolds agreed and stated that he thought their town manager wanted to expand their recreation programming and wanted to expose the trustees to what other towns were doing, and what their recreation department could look like.

Councilor G Riddile asked if Silt had a recreation dedicated sales tax like New Castle. Administrator Reynolds said he did not know, and he agreed New Castle did have one, minimal as it was. Councilor G Riddile said that he thought it might be a good idea to explore the idea of a recreation district. He thought that if a recreation survey was put out that people will say they want to see a recreation center in the area, so he felt a district that included county land would be great. He also felt that eliminating the sales tax and implementing a property tax to fund the recreation district was the way to go. He said the town would likely need to hire a consultant to help, and in the end the voters may not approve a recreation property tax. Councilor G Riddile said that he would like to pursue the idea with Silt, because there was certainly a desire for the amenities, but he wasn't sure there would be a desire for the tax. The council and staff discussed it in detail, including the option of a recreation authority rather than a district. Administrator said that he will keep the conversation with Silt alive and see where their interest was.

Administrator Reynolds said that the other item they had discussed was broadband, and that there may be a benefit to working arrangements with broadband vendors if they took a regional approach as far as agreements go because there would be more negotiating power. Administrator Reynolds said that he knew Mr. Laymen was trying to figure out if perhaps there was a consultant out there that could advise on the topic.

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Administrator Reynolds said they had also talked about an inter-agency support agreement where there might be a 2:00 a.m. waterline break and the backhoe is broken, could the town's call one another for assistance. He said that he heard from council that it should be a formal agreement, but there was no reason not to do it.
Administrator Reynolds said that the last thing they talked about was the railroad issue where they were proposing the waxy crude oil to be transported through the area. They had essentially agreed that if that looked like a possibility, they had agreed to team up with other municipalities to make a statement against it if it happened.

Councilor G Riddile said that he wanted to reiterate that after speaking to Silt, he was very impressed with New Castle's staff. The mayor agreed. Councilor Leland said that the Silt Trustees seemed to function better than what they had seen in the past.

**MOTION: Councilor Leland made a motion at 8:45 p.m. to go into Executive Session for discussion of a personnel matter under C.R.S. Section 24-6-402 (f)(I) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body of any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees regarding the Town Treasurer position. Mayor A Riddile seconded the motion and it passed unanimously.**

Executive session concluded.

At the end of the executive session, Mayor A Riddile made the following statement:

"The time is now 8:56 p.m. and the executive session has been concluded. The participants in the executive session were: Councilors Mariscal and Hazelton; Mayor A Riddile; Councilors Copeland, Leland and G Riddile, Town Administrator Dave Reynolds, Town Treasurer Loni Burk, Town Attorney David McConaughy and Administrative Assistant Remi Bordelon. 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 were stated.

**Consent Agenda**
March 1, 2022 minutes
March Bills of $596,643.27
**MOTION: Mayor A Riddile made a motion to approve the consent agenda. Councilor Mariscal seconded the motion and it passed unanimously.**

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**Staff Reports**

Town Administrator – Administrator Reynolds said that council had asked that the new manager of Senior Housing could pay council a visit, so he went to senior housing to visit Debbie Powers only to find out that Ms. Powers had quit, and senior housing was without a manager again. CRHDC will be sending someone from Denver once or twice per week. Administrator Reynolds said that Administrative Assistant Rochelle Firth had run a thing on Facebook: "If New Castle had a motto, what would it be?" He said it gave the residents a chance to chime in, and it had gone well. He read some of them to the council. Along those same lines, they were running a sticker contest. He said that there had been classes that visit the town water and wastewater plants for field trips, and there was no town swag that was appropriate for kids. He said kids love stickers that could be put on their ski helmet or lunch box, so they had rolled out a sticker contest. There were entry forms in the restaurants and other places in town, and kids can design a sticker. When they choose a first-place winner, it will be made into a real sticker that could be handed out as swag. Administrator Reynolds asked the council how they felt about closing down 5th street again like they had done previously. The council thought it was a great idea. Administrator Reynolds said there had been a bid opening earlier in the day for the streets and solid surface trails projects. He said streets came in higher than expected, but trails came in fairly close estimates. He noted that the town was still waiting to hear from the FMLD whether we had won the grant. Administrator Reynolds said that he had a meeting with Andy Bruno, owner of Nutrient Farms off CR 335 and let him know that the town would not be pursuing the LoVa Trail project. Mr. Bruno said that he totally understood but wanted to leave the conversation open in case the project came back. Administrator Reynolds said that he will meet with the FMLD board next Tuesday along with Jeanne Golay and the City of Glenwood Springs. He pointed out the section of trail that the town was backing away from, as well as the section they were in a partnership grant on. He said that section was connected to the town section, and he will be explaining it to the FMLD board that the town would not be able to complete their section, and then it would be up to the board if they wanted to keep their money in the Glenwood Section of trail. If they did, they would have to speak to all the partners to see if all of them wanted to keep their money in the Glenwood Side of the trail project. If so, the project will go out to bid and then they will determine if the project would be able to be accomplished. Administrator Reynolds said that if the FMLD said no and did not want to keep their money in the Glenwood section of trail, he said he wanted to go meet with all the partners and thank them and let them know what was happening formally. Administrator Reynolds said that Larry and Mary Metzger wanted to thank the council for the Parkinson's proclamation. Administrator Reynolds said that if the council had seen the Local's Choice magazine, New Castle had done well, and staff had gone around to the businesses and had them autograph it and let them know how much the town appreciated their hard work. Administrator Reynolds said that Tyler Rust, Utilities Supervisor, won Best Band which was fantastic.

Town Clerk – Administrative Assistant Remi Bordelon told the council that it was election season, which had been the focus of the Clerk's Office. Election day, thus far, had been interesting. She said that Town Clerk Melody Harrison and Deputy Town Clerk Mindy Andis were currently working with the election judges which was why she was at the council meeting. Admin. Asst Bordelon said that in addition to it being election day, they had a fire inspection at town hall earlier in the day along with three separate power outages. Admin. Asst. Bordelon told the council that it was also Administrator Reynolds' fifth

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anniversary with the town. She told council that the town was now a vendor for the Low-Income Household Water Assistance program which was related to LEAP. Admin. Asst. Bordelon said that Clerk Harrison had been assisting Colorado Drifter's in getting their application completed for a liquor license. She also told the council that Hogback Pizza had finally received the hotel & restaurant license which was great news. Adm. Asst. Bordelon said they had all been studying land use code since there was so much land use coming up.
Town Treasurer – Treasurer Burk said she was working on the year-end audit which would be coming up the first week in May. She said she will be in New Castle from April 26 through May 5. Treasurer Burk said she had received a call from a company called ClearGov who did budgeting software for small towns. She said that Carbondale had just migrated to it. She said that it was not just pages of numbers, there were graphics as well that made the budget easier to understand. Treasurer Burk said that she had made it a goal for the past four years that she wanted to make the budget happier and friendlier. She said she will attend a webinar about it on Monday and hopefully it will be something affordable and useable.
Town Planner – not present.
Public Works Director – not present.

**Commission Reports**
Planning & Zoning Commission – Mayor A Riddile said they had heard the P&Z recommendation regarding the storage facility which was whet P&Z had heard at their last meeting.
Historic Preservation Commission – nothing to report.
Climate and Environment Commission – Councilor Leland gave a shout out to Hogback pizza who had agreed to put labels on their pizza boxes that said 'don't put in recycle bin', or something similar since pizza boxes ruins other paper recyclables. He said Hogback is going to help get that message out.
Senior Program – Admin. Asst. Bordelon said that Clerk Harrison had attended the meeting and Lift-Up presented their strategic plan. She gave each council member a copy of it. She said there was a new operations director for Lift-Up and part of the plan was to institute mobile food pantries that would drive to locations where people may otherwise not be able to get food, such as senior housing.
RFTA – nothing to report.
AGNC – Councilor Hazelton said their speaker was Cory Randall from Region 10 about broadband, he felt the strength in numbers idea was a good one, but the AGNC cautioned that they could get under contract with some company, and then rates could go up. Nonetheless, he felt a team effort was important.
GCE – nothing to report.
EAB – nothing to report.

**Council Comments**
Councilor Mariscal complimented her son for speaking up during public comments because it was very difficult for him, and she was quite proud. She said when he told her about the lights not working, she told him he needed to address it himself.
Councilor Mariscal said that she agreed it was important to fix after what happened to the girl in Parachute.

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Councilor Mariscal said that council may have seen the article with her name in it about the water situation at Apple Tree. She said that she had received a lot of letters, emails and phone calls from people who asked why New Castle wasn't doing anything. She said that she had spoken to Administrator Reynolds about it. Councilor Mariscal said that she had explained that although New Castle considered Apple Tree to be the same community, it was not, and the county was the agency that needed to handle the water situation, not the town.
Councilor Mariscal apologized for missing the last council meeting because she had been ill. She also said that she will miss the first meeting in May because her daughter will be home from school.
Councilor Mariscal thanked Administrator Reynolds. She said she had seen him walking around town and people were approaching him and asking questions and she thought that was great.
Councilor Mariscal said it was fire season. The wilderness workshop had reached out to her to ask if the town was doing anything to prepare for fire season, and in particular to reach out to the Hispanic community.
Councilor Mariscal said that her son Brian wanted to be part of the Climate and Environment Commission (CEC) if there was room for him.
Councilor Leland told Councilor Mariscal that her son should come help them on Earth Day to get started.
Councilor Hazelton said that he understood the vote on the liquor license earlier in the meeting, and he understood her vote. He also understood the view of the gentleman who spoke, but he did not feel that it was the council's decision to decide where something like that happened, it was the property owners. He said hopefully they could speak more to the church about it, because it felt it really was not up to the council.
Councilor Mariscal thanked Councilor Hazelton for his comments, but she felt it wasn't the place.
Councilor Leland said he was surprised when he saw that in the packet and where they had gotten permission from. Spellebration had considered holding it's event there and immediately dismissed the idea because it is a church and they assumed they could not have liquor there. He agreed that if the owners were okay then it was not the council's decision.
Councilor Hazelton said that the property where Thirsty's Trucking was happened to be overloaded with junk and it was spilling out the back towards the furniture ladies. He said there was an access agreement for access across the property and he felt that it should be looked into again. He said he was not sure who was loading the junk there since Thirsty Trucking was no longer in business, but he wanted the agreement reviewed. Administrator Reynolds said staff will look into it. Councilor Leland said he recalled that the agreement was that they could store two water truck at the rear of the building.
Councilor Leland said that there will be a dog park meeting the following day. He said that at the last meeting there were multiple council members present and they were talking about something that will eventually come to the council for decision.
Councilor Leland said that the Earth Day stuff was moving along and he would have an update for council at the next meeting.
Councilor G Riddile asked if it was Councilor Owen's last meeting. Administrator Reynolds said not, that he will attend the April 19 meeting.
Councilor G Riddile said that when the council was talking about what they were going to do about LoVa and they figure there was about $52k in unrecouped expenses, he

assumed those were primarily engineering expenses. Administrator Reynolds confirmed that. Councilor G Riddile said that he was concerned that there were potentially very large projects coming up and he assumed that the town just gave the work to SGM without looking at the aggregate number. He felt that he would like to see an RFP for the work to solicit more competition on those services. He said he understood that the town had been with SGM for a long time and that there was a lot of value in that for their general engineering services, but he also understood many towns in the area have other engineering services. He felt that it was something the council needed to pay attention to and he also felt perhaps the procurement code spoke to it as well.
Mayor A Riddile said that Councilor Mariscal put on a Women's Empowerment program at 2 Coronas, and it was well attended. Several of the guests shared stories that were great to listen to. He thought perhaps instead of an annual event it could be quarterly because it was so well-received.

**MOTION: Mayor A Riddile made a motion to adjourn. Councilor Hazelton seconded the motion and it passed unanimously.**

The meeting adjourned at 9:18 p.m.

Respectfully submitted,

_____
Mayor Art Riddile

_____
Town Clerk Melody Harrison, CMC

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**New Castle Town Council Regular Meeting**
**Community Center, 423 W Main Street**
**Tuesday, May 03, 2022, 7:00 PM**

Virtual Meetings are subject to internet and technical capabilities.

To join by computer, smart phone or tablet:
https://us02web.zoom.us/j/7096588400
If you prefer to telephone in:
Please call: 1-346-248-7799
Meeting ID: 709 658 8400

Follow the prompts as directed. Be sure to set your phone to mute until called on

**Call to Order**
Mayor A Riddile called the meeting to order at 7:00 p.m.

**Pledge of Allegiance**

**Roll Call**

| | |
|---|---|
| Present | Councilor Mariscal |
| | Councilor Carey |
| | Councilor Hazelton |
| | Mayor A Riddile |
| | Councilor Copeland |
| | Councilor Leland |
| Absent | Councilor G Riddile |

Also present at the meeting were Town Administrator Dave Reynolds, Town Clerk Melody Harrison, Deputy Town Clerk Mindy Andis, Administrative Assistant Remi Bordelon, Town Planner Paul Smith (virtual), Public Works Director John Wenzel, Town Treasurer Loni Burk, Town Engineer Jeff Simonson, Town Attorney David McConaughy and members of the public.

**MOTION: Mayor A Riddile made a motion to excuse Councilor G Riddile's absence. Councilor Hazelton seconded the motion and it passed unanimously.**

**Meeting Notice**
Town Clerk Melody Harrison verified that her office gave notice of the meeting in accordance with Resolution TC 2022-1

**Conflicts of Interest**
There were no conflicts of interest.

**Agenda Changes**
There were no agenda changes.

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**Citizen Comments on Items not on the Agenda**
There were no citizen comments.

**Consultant Reports**
Consultant Attorney – present for agenda items.
Consultant Engineer – present for agenda items.

**Items for Consideration**

**Consider Ordinance TC 2022-9, an Ordinance of the New Castle Town Council Approving a Final Development Plan and Phase I Final Subdivision Plat for Portions of PA17 & 19, Castle Valley Ranch PUD (1st reading)**
Town Administrator Dave Reynolds told the council that the Town Planner Paul Smith was out sick but had joined the meeting via Zoom. He said that he would review the staff report on Planner Smith's behalf.
Administrator Reynolds introduced the town staff present for the meeting which included himself, Town Planner Paul Smith, Public Works Director John Wenzel, Planning & Zoning Commission Chair Chuck Apostolik, Town Attorney David McConaughy, Town Engineer Jeff Simonson, and Fire Prevention Chief Orrin Moon.
Administrator Reynolds also introduced representatives of the Filing 11 application which included Aaron and Ron Atkinson, Attorney David Mylar, and Planner Davis Farrer.

Mayor A Riddile said that there was some feedback in the audio and asked if that could be corrected. Clerk Harrison said they were working on it.

Administrator Reynolds addressed those who were 'zooming' into the meeting and said that staff was aware they were there. He said that the clerk had them on mute for the time-being. He said the staff report on the application would be presented first and then the applicant will present. After that, if there was time, the mayor will call for public comments. He asked that those who were virtual to raise their hands to be called on to comment.

Administrator Reynolds explained to the council that there were several packet items in front of them which included a notebook with the application; a packet of all the final application drawings; and a packet that began with a staff report and attached to that were some drawings. He held up his copies to demonstrate to the council which items he was referring to.

Administrator Reynolds said they will begin with the staff report and it's attached drawings, all of which were found in the larger packet. Administrator Reynolds said that Planner Smith had written the report and he had done some work on it as well. Assistant Town Attorney Haley Carmer had also reviewed it.

Administrator Reynolds reviewed the following staff report in detail:

# Staff Report

**Castle Valley Ranch Filing 11**
**Combine Final PUD & Subdivision Development Plan**
**Town Council – May 3, 2022**

Report Compiled: 4/28/2022

## Project Information

| | |
|---|---|
| **Name of Applicant:** | CVR Investors, Inc and its assigns |
| **Applicant's Mailing Address:** | 1038 Country Club Estates Dr., Castle Rock, CO |
| **Phone/Email:** | 303-549-1916; aa@hackstafflaw.com |
| **Property Owner:** | CVR Investors, Inc. (Aaron Atkinson) |
| **Owner Mailing Address** | Same as applicant |
| **Proposed Use:** | 85 dwelling units on 30 individual lots, zoned MF-1 |
| **Legal Description:** | 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<br>Section: 31 Township: 5 Range: 90 A PARCEL OF LAND SITUATE IN THE N1/2 SEC 31 CONT 15.505 AC AKA PARCEL 5 |
| **Street Frontage:** | Castle Valley Blvd |
| **Master Plan Zoning:** | Residential (R) & Mixed Use (MU) |
| **Surrounding Zoning:** | Single Family – North & South Wildhorse Dr.<br>Multifamily – Redstone Dr. & Foxwood Ln.<br>Mixed Use & Residential General Zoning – Parcels North & East of proposed |

## *I General History:*

The application for Filing 11 was initially submitted for sketch plan review on August 2nd, 2019 followed by a combined preliminary/final PUD and subdivision application submitted on February 10th, 2020. After several amendments, the application was denied by the Planning Commission (P&Z) on June 20th, 2020, as reflected in resolution PZ 2020-6 for reasons summarized in the staff report dated August 26th, 2020 and further discussed on page 4 of this report. Upon appeal of this decision to Town Council, the applicant was granted an opportunity for re-evaluation with P&Z. On January 13th, 2021, after a lengthy process of review and changes to the application, P&Z advanced the application from preliminary application status to final application status with the conditional approval set forth in

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Resolution PZ 2020-9. Resolution PZ 2020-9 was issued with the understanding that only the preliminary portion of the original application was under consideration, and that the applicant would return to P&Z with a completed final application addressing the conditions issued, as well as provide the required additional information needed to meet the submittal requirements of a final application.

Pursuant to municipal code (MC 17.100.070) P&Z is authorized to make binding decisions only on preliminary PUD applications. Final PUD applications are subject to review and recommendation by P&Z and a final and binding decision by Town Council only. After Resolution PZ 202-9 was adopted, Applicant's attorney submitted a letter arguing that a combined preliminary/final application should be viewed as and subject to the procedures applicable to a final application with all preliminary elements included. Therefore, the applicant argues, when P&Z denied the original combined preliminary/final application on June 20th, 2020, P&Z should have only been functioning as a *recommending* body (See Attorney David Myler's letter dated, November, 22, 2021)and the application should have proceeded to Council to make the ultimate binding decision on the application.

On January 4th, 2022, Town Council considered Applicant's procedural argument and decided that, all things considered, it was best to consider the application on its current merits and not require a new final PUD application submittal and related process, including another public hearing before P&Z. Instead, Council agreed to consider the preliminary/final application submitted in February 2020, subject to any amendments the Applicant chose to make in response to Resolution PZ 2020-9. Following staff review of updated application materials submitted on January 12, 2022, the Council meeting regarding the application was set and officially noticed for May 3rd, 2022. The applicant and the town agreed that public comment will be taken during the meeting, and that a representative from P&Z will be allowed to comment.

The application packet presented to Council contains the original preliminary/final application materials submitted in February 2020, and amendments to those materials made by applicant in response to negotiations between P&Z and the applicant as well as the conditions recommended by P&Z in Resolution PZ 2020-9. Ordinance TC 2022-9 presents a proposed determination regarding the application. Council may approve the application, with all, some, or none of the conditions proposed in Ordinance TC 2022-9, or deny the application. If Council votes to deny the application and ordinance on first reading, no further action is required. If Council votes to approve the application and ordinance on first reading, the ordinance, as may be amended by Council on first reading, will be presented to Council again at its next regular meeting for approval on second reading.

***A. Sketch Plan – 10/1/2019***

A sketch plan application for Filing 11 was reviewed by P&Z on September 11, 2019, and by Council on October 1, 2019. At that time the proposal contemplated 96 multi-family dwelling units comprised entirely of tri-plexes and four-plexes similar in style to existing units along Redstone Dr. and Foxwood Ln. in Castle Valley Ranch. The 13.5 acre proposal spanned both mixed-use and residential zones south of Castle Valley Blvd and east of S Whitehorse Dr. The general concept of the sketch plan – lot sizes, open space, trails, & roads – tracked closely with a prior application submitted by Village Homes, Inc. in 2008. The 2008 application was for 62 single-family homes and was ultimately withdrawn.

At both meetings it was noted by the Applicant that the sketch plan demonstrated substantial compliance with the municipal code, adopted model codes, public works manual, and the Comprehensive Plan (*CP*). Staff acknowledged that the overall *design* conformance was

substantial, however, it disputed the degree of continuity with the *CP* and aspects of the CVR Master Plan. Staff maintained that though strict compliance with the *CP* may not be practical in some cases, the *CP* is intended to provide qualitative and quantitative guidance for future land use and is made binding by virtue of its inclusion of the approval criteria for land development applications pursuant to C.R.S. 31-23-206 and Chapter 17.100 of the New Castle Municipal Code.

The sketch plan process produced points of consensus and debate. Those included:

Points of Consensus:

- For a preliminary/final application, all submittal components need to be thorough and complete prior to meeting with P&Z and Town Council.
- The Applicant's product – triplexes on Redstone Dr and Foxwood Ln – has generally been well received by buyers. The units are energy efficient with various modern amenities.
- The typical price-point has been competitive with Lower Valley multi-family development.
- High density residential is better suited along and south of Castle Valley Blvd. (CVB) rather than in the vacant parcels to the north of CVB.
- Land use proposals should prioritize the health and well-being of the community.
- An east-west connector trail should be integrated into the design.
- A looped raw water system is best practice for landscape irrigation.
- View planes should be preserved as much as feasible.

Points of Debate:

- Two-thirds of the proposed development consists within a mixed-use zone as specified by the Castle Valley Ranch Master Plan. Areas of strategic, small-scale commercial development should be considered in fidelity with the vision of mixed-use in the *Comprehensive Plan*.
- The developer is currently party to a restrictive covenant committing them to no more than 303 additional residential units and no commercial development. The Town is not a party to this agreement and takes a position that this restrictive covenant does not change the approved zoning for the area, or relieve the applicant from developing this area as currently zoned.
- Pedestrian circulation should be improved to provide direct access to open space, parks, and other areas throughout the Castle Valley Ranch PUD.
- Diversity of dwelling units should be included into the design rather than the same style throughout.
- The density and design of multi-family homes seemed misplaced when directly bordering larger single-family homes on S Wildhorse Dr. Transitions should be more subtle.
- Trail connectivity was limited. The proposed Open Space D was not useful. A park amenity would be a better use of that location.
- Off-street parking, though compliant with codes, would create ongoing challenges for traffic flow and snow storage given the density, road widths, attached sidewalks, and propensity of residents to have more than two cars per household or using their garages as storage.
- Snow storage was not adequately specified on the site plan.
- C Ave might be considered for a future emergency access road, in hindsight to the small fire that broke out on Mt. Medaris in the summer of 2019.

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- There should be separation between the curb and sidewalk for pedestrian safety and snow storage.
- The proposal did not sufficiently represent the Smart–Growth model endorsed by the *Comprehensive Plan*. Smart-Growth promotes sustainable communities with compact residential mixed with commercial amenities and services, all reasonably accessible without vehicles.
- There was dissatisfaction with not knowing the development plan with the neighboring parcels. Without visibility it would be difficult to assess the appropriateness of the current proposal with the overall community. A master plan amendment was recommended to flesh-out those details.

Per Council request, the Applicant presented the conceptual plan to the general public at an open house. The meeting unfortunately was not well attended, but the few attendees did provide feedback based on comparisons with Redstone Dr. & Foxwood Ln. and their recollection of the original application for Filing 11 in 2008. The units have generally been well-built and at an attractive price-point to a variety of consumers. However there was comment that the build-out could have better planned for parking, traffic flow, and non-vehicular movement.

***B. Denial of Preliminary/Final Application 5/13/2020 to 8/7/2020***

On May 13, 2020, the New Castle Planning Commission opened the public hearing for Resolution PZ 2020-06 on a combined preliminary/final PUD and subdivision application for Filing 11 in Castle Valley Ranch. Based on feedback received during sketch plan, the application was modified to 91 duplex, triplex, and four-plex units on approximately 13.5 acres. At the continuance on May 27, 2020, the Commission – as the approval body for preliminary PUD applications – unanimously denied the preliminary portion of the application because of noncompliance with the Comprehensive Plan, Section 17.100.090(A)(6) of the municipal code, and other grounds as reflected in the record of the public hearing pursuant to the approval criteria for PUD applications in Section 17.100.090. Specifically, P&Z determined that the application:

- ***Is NOT generally compatible with adjacent land uses***
  - Development in the vacant parcels to the north and east remained undetermined. A master plan amendment, introduced by the applicant on February 12, 2020, was pondered as a way to rezone all remaining lands owned by the applicant in Castle Valley Ranch from mixed use to residential use. The intent was to clarify the nature of future development of those parcels. However, the application was ultimately withdraw and thus Filing 11's compatibility with the neighboring parcels remained difficult to ascertain.
  - The proposed style and density of multifamily units was deemed to be out of balance with the large, single-family residential homes on South Wildhorse. Adverse impacts on aesthetics and property values would be likely.

- ***Is NOT consistent with the comprehensive plan***
  - Residential or commercial development of 50 lots/units or greater shall include a mix of land-use types that "provide effectively integrated convenience retail, employment, services, parks/open space/trails, public transit, and non-motorized access *(Goal CG-4A)*. Proposed amenities are used sparingly.

- A large-scale, multifamily development would challenge the livability of the community. Shortcomings with parking, usable open space, non-vehicular circulation, and snow storage will generate a more utilitarian experience rather than one hospitable to quality places that people want to live, work, play, and learn in *(Goal CG-5)*.
- Mixed-use zoning, as defined in the master plan, Town code, and the comprehensive plan, signifies a mixture of residential and non-residential development. Mixed-use affords a community the possibility for local amenities, services, and possible employment *(Goals CG-4A thru E)*;
- Existing wildlife corridors would be displaced with little attention given to relocation habitat *(Goal EN-1).* Sensitive environmental areas will be preserved, and open space corridors will be used to break up continuous areas of development *(Goal POST-4A-B)*.
- Though marketed as competitively priced, the multifamily units would likely sell at price points at or above $400k similarly to other townhomes in Castle Valley Ranch. New development should embrace aspects of genuine affordability with a diversity of densities, types, and unit sizes (Goal HO-2A).
- Sidewalks and trails could go further in generating connectivity between neighboring parks, open space, and other filings along Castle Valley Blvd. Separated sidewalks and a trail easement between Ganley Hill and Prendergast Hill were recommended *(Goal T-1F).* The intent of the Commission is to encourage non-motorized trails and generous open space which promote recreational value *(Goal POST-3)*.
- Road designs do not adequately accommodate public safety access and will increase road maintenance. Single car garages often means that owners will habitually default to using the garage as storage and at least one vehicle will be forced to park on the street. Single car garages that are served by single car driveways can lead to vehicle stacking issues which often results in heavier parking loads on the streets. Mobility will be tight even in the best conditions. The resulting congestion, as already experienced on Redstone Dr. and Foxwood Ln., will lead to costly snow removal and at times generate obstacles for emergency equipment *(Goal T-1G)*.

- ***The uses proposed are NOT permitted outright in all instances***
  - Roughly 2/3's of the site plan spans mixed use zoning. While multifamily housing is a permitted use in the mixed-use zone district, the zone district is purposely designated for a mixture of uses in accordance with the adopted Smart-Growth model and is meant to complement residential areas by providing needed services and amenities. Development of only residential units in the mixed-use zone does not comply with the purpose of the zone district.
  - Due to the applicant's obligations to a restrictive covenant which does not involve the town, the applicant is compelled to develop only residential units on the property. This obligation, however, does not mean the applicant is forced into exclusively multifamily townhome development. Staff and the Commission offered possible solutions for development which, though forfeited a commercial element, offered diversity, amenities, and an enhanced quality of life. Unfortunately, none were advanced.

### *C. Applicant Appeal – 7/21/2020*

According to Section 17.100.070 § D, "the applicant may take a disputed [PUD] decision of the planning commission to the town council for review. If, in the town council's sole discretion, the finding of the planning commission may have been in error, the town council shall refer the

application back to the planning commission for reassessment" On July 21, 2020, pursuant to this code provision, the applicant formally contested the Commission's conclusion before Council.

*Specifically, the **applicant maintained that**:*

- **The Commission's decision is inconsistent with Colorado Revised Statutes 29.22.03.**
  - The applicant argued that because the Comprehensive Plan is insufficiently specific and largely discretionary, the goals and policies identified in it could not be used as formal conditions of approval in a land use application. The statute reads, "(2) No local government shall impose any discretionary condition upon a land-use approval unless the condition is based upon duly adopted standards that are sufficiently specific to ensure that the condition is imposed in a rational and consistent manner."

- **The Commission acted inequitably in consideration of the application**
  - Eagle's Ridge Ranch (approved 2019) and Lakota Senior Housing (approved 2017) were both found to be compliant with the approval criteria though they were 2-3 times the density.
  - High density multi-family units in Eagle's Ridge Ranch and Lakota Senior Housing also demonstrate a blunt transition across from large single-family homes north of Castle Valley Blvd. Yet those applications were deemed compliant with the approval criteria.
  - Filing 9 townhomes on Redstone Dr and Foxwood Ln are merely replicated in the current application. Again Filing 9 was deemed compliant while the current application was not.

- **Multi-Family is a permitted use on the list of uses within the Mixed Use general zoning**
  - Irrespective of the definition of mixed-use in the Code and Comprehensive Plan as a mixture of residential and non-residential uses, the applicant argued any use-by-right listed in the MU zoning is an approved option for development whether in part or in whole. The Commission, therefore, was mistaken in its conclusion that the elected use was not permitted in the underlying zoning district by virtue of the absence of a non-residential or commercial use.

- **Compromises with the design were made at the Commission's request**
  - Density was reduced to 91 units upon initial review from sketch plan
  - Greenbelts were added along Bear Canyon Dr per request of Public Works
  - Snow storage areas were specified per request of the Commission and Public Works
  - Off-street parking was added alone Eagle Ridge Rd
  - An east-west trail connector was added from the C Avenue connector, along Eagle Ridge Rd, to Bear Canyon Rd

Upon review of all testimony, Town Council recommended that Staff, the Commission, and the applicant reconvene on the PUD application and consider whether sufficient revisions could be made to warrant the Commission's approval.

### *D. Revised Application – 8/26/2020 to 1/13/2021*

Resolution PZ 2020-9 was the result of Council's direction to have P&Z reassess the application. In their reassessment P&Z provided the conditions they felt were necessary to bring the application into compliance with the PUD approval criteria. The last site plan reviewed by P&Z was



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submitted by the applicant prior to the November 23rd, 2020 meeting. From this plan and the ensuing discussion, P&Z generated the list of approval conditions in section II below.

***II. P&Z Recommended Conditions for Preliminary Application:***

On January 13th, 2021, P&Z voted for conditional approval of the preliminary PUD portion of the application. In doing so, P&Z approved Resolution PZ 2020-9, which included the following conditions:

Note: Conditions in green text are those agreed upon by the applicant per the letter from applicant submitted on November 9th, 2021. All other conditions, or portions thereof, are P&Z conditions with which the applicant has *not* agreed to comply.

a. Eliminate, reorient, or reduce the following buildings that adversely impact the natural character of the Property and the livability of the community:

- Eliminate Buildings 23 and 24 to make central open space more usable and to promote outdoor recreation
- Orient Building 29 so that the building is parallel to Eagle Ridge Drive

b. The covenants for Filing 11 shall prohibit the parking of boats, trailers, campers, RVs, and inoperative vehicles in driveways or on public rights of way for no more than 48 consecutive hours.

c. Upgrade the open space area off of Falcon Ridge Court as a central "green" with functional active or passive space.

d. Applicant shall adequately screen the western portion of Filing 11 from the adjacent homes along South Wild Horse Drive and Mt. Harvard Court through one or more of the following:

- Widening the natural buffer along C Avenue to greater than 120 feet;
- Heavily landscaping Open Space A as shown on the Preliminary Plan with trees to obscure the line-of-site; or
- Installing at least three trees near the rear lot line of each Jot along the west side of Filing 11 and including a provision in covenants for Filing 11 regarding on-going HOA maintenance and replacement of the same.

e. Identify all permanent snow storage easements on the final plat and any temporary locations on the phasing drawings. In addition to the snow storage areas shown on the revised site plan submitted with the Amended Preliminary Plan, a snow storage easement shall be designated to the east of Building 11 consistent with the comments from the Public Works Director. Snow storage shall be free of all obstructions including fences.

f. Install street signage stating, NO PARKING ON STREETS 48 HOURS AFTER A SNOWFALL EVENT OF 2" OR MORE.

g. Provide 5' landscape ("green") buffers between the road and sidewalks along the outer radial lane of ~~Eagle Ridge Dr~~. Serenity Park Circle for snow storage.

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h. The boundary of the open space area at the southwestern end of Filing 11 shall be revised to incorporate the entire length of the trail that connects to ~~Eagle Ridge Dr.~~ Serenity Park Circle as shown on the revised site plan. Said open space and trail shall be owned and maintained by the HOA for the development but shall be open for public use.

i. Design Bear Canyon Dr. as a 60' right-of-way according to comments from the Public Works Director. No homes in this filing or any future filing north of the southern intersection of Eagle Ridge Drive and Bear Canyon Drive shall front or be accessed off of Bear Canyon Drive. Parking shall be allowed on both sides of Bear Canyon Drive.

j. Specify on the plat that Open Space A shall be owned and maintained by the Town and that all other open space areas within the development shall be owned and maintained by the HOA.

k. Provide a construction phasing plan. Identify, at minimum, each of the following components:

- Buildout phases;
- Schedule that identifies the sequencing of construction, sequencing of occupancy, traffic flow, and traffic control plans during construction;
- Storage and staging areas for construction equipment and materials;
- Illustrate drainage and erosion control best management practices (BMP's);

l. Request approval of street names through Garfield County Communications to avoid any duplication of names in the county dispatch area.

m. Demonstrate that all exterior illumination shall comply with acceptable International Dark-sky Association (IDA) standards.

n. Provide a conceptual landscape plan for each phase illustrating size, type and location of plant materials and an irrigation plan, if applicable. Plans submitted to obtain a building permit for any dwelling in Filing 11 shall demonstrate no more than 2,500 square feet of sod per dwelling unit as specified in 13.20.060 of the Municipal Code.

o. Designate locations of mailbox kiosks with written authorization from the local postmaster.

p. Submit an exhibit and conveyance document(s) in a form acceptable to the Town Attorney outlining the necessary water rights (potable and/or raw) required for Filing 11.

q. Prior to the recordation of any Filing 11 phase plat, the Applicant shall enter into a subdivision improvements agreement with the Town for each phase of the development in a form acceptable to the Town Attorney. The subdivision improvements agreement for the first phase shall address the allocation of work and costs between Applicant and the Town necessary to mitigate potential fuel hazards for wildland fires in areas identified as threats by Colorado River Fire & Rescue.

r. The sale of individual units within Filing 11 may not occur until a plat creating the unit is recorded with Garfield County.

s. Submit a new combined preliminary/final subdivision application to be considered concurrently with a revised final PUD application that takes into account the conditions set forth in this Resolution.

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t. All representations of the Applicant made verbally or in written submittals presented to the Town in conjunction with the Application before the Commission or Town Council shall be considered part of the Application and binding on the Applicant.

u. 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;

v. 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.

w. Dedicate for public use a single-track hiking and biking easement at the base of Ganley Hill as a trail connector between Mount Medaris and Prendergast Hill.

x. Diversify color and texture of the buildings within the subdivision.

***III. Submission of Final Application and Staff Comments:***

On January 13th 2022, one year after the issuance of Resolution PZ 2020-9, the applicant submitted a final application package for staff review. During the completeness check, staff worked with the applicant for several weeks to make changes and clarify areas which were deficient. After such time it was settled that the application was complete enough to schedule a meeting date of May 3rd, 2022. Staff anticipated that remaining deficiencies would be resolved before the meeting. Deficiencies include, but are not limited to:

- Unresolved errors and questions with the amended plat per redline comments submitted by the town attorney dated April 8th, 2022;
- Unresolved engineering concerns per the town engineer's letter dated April 1st, 2022;
- Unresolved utility questions provided by the public works director dated March 16, 2022;
- Additional conditions provided below;

No further updates have been made since the completeness review. To be sure, the deficiencies are more technical in nature and should not have significant bearing on the general design of the project. ***Nevertheless staff recommends that if Council is inclined to approve the application, an approval should only be conditioned upon resolution of all deficiencies to staff's satisfaction.*** A thoroughly consistent and correct submittal packet will minimize confusion and mistakes during the typical rush to issue permits and most certainly reduce staff and applicant stress.

Therefore in addition to the conditions specified by P&Z in Resolution PZ 2020-9, staff suggests adding the following conditions (Note: the following conditions were not considered by P&Z):

1.) (Revises condition e from PZ 2020-9) Identify all permanent snow storage easements on the final plat and any temporary locations on the phasing drawings. Except for the off-street parking area south of Serenity Park Circle, snow storage easements will include all areas identified in the final application packet in addition to easements between buildings 28 & 29 and buildings 26 & 27. Snow storage shall be free of all obstructions including fences.

2.) (Revises condition j from PZ 2020-9) Specify on the plat that trails for Open Space A & B will be

*constructed* by the applicant as agreed upon at the public hearing dated May 13th, 2020.

3.) (New condition) The construction phasing plan shall conform to all requirements and specifications approved by the fire marshal concerning temporary access for each phase including, but not limited to, temporary hammerhead turnarounds at dead end streets and any necessary ingress/egress routes for emergency personnel and equipment during construction.

4.) Applicant shall satisfy and otherwise comply with all recommendations of the Town Engineer and Town Public Works Director set forth in their letters dated April 1, 2022, and March 16, 2022, respectively. All phase plats and amended final plats must be approved by the Town Attorney before recordation.

## ***IV. Application Approval Criteria:***

Town Council has the responsibility to review the information provided and determine if the final application as presented meets the approval criteria in *Municipal Code* 17.100.090.[1] For final approval an application shall demonstrate:

1. Generally compatibility with adjacent land uses;
2. Consistency with the comprehensive plan;
3. Town's capacity to serve water and sewer and provide fire and police protection;
4. Whether land uses are permitted outright or by special review;
5. Whether number of dwelling units permitted by the underlying zoning districts is not exceeded by the PUD plan;
6. Whether the PUD utilizes:
    i. the natural character of the land,
    ii. provides for off-street parking, vehicular, pedestrian and bicycle circulation, outdoor recreation,
    iii. is of overall compatible architectural design,
    iv. achieves adequate screening, buffering and aesthetic landscaping,
    v. avoids development of areas of potential hazard, ensures compliance with the performance standards and meets all other provisions of this title.

The May 13, 2020, staff report that was prepared for the first P&Z public hearing in included in Council's packet. The staff report is based on the initial preliminary/final PUD and subdivision application and provides staff's analysis of the above review criteria.

## ***V. Exhibits:***

- Plat & Site Plan – February 18, 2022
- Final Phasing & Snow Storage Plan - February 18, 2022
- Final Civil Drawings – February 18, 2022
- Final Landscaping Plan - February 18, 2022
- Example Floor Plans - February 18, 2022
- Draft Declaration of Covenants - February 18, 2022
- Utility Report - March 18, 2020

[1]The review criteria applicable to preliminary and final PUD applications were amended in August 2020. Because the application was submitted before the code amendments were implemented, the review criteria in effect at the time the preliminary/final application was submitted in February 2020 apply.



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- Traffic Impact Study - March 18, 2020
- Applicant Response to Recommended Conditions – November 16, 2021
- Applicant's Attorney Response ("Myler Letter") to Procedures – December 11, 2021
- Architectural Renderings – February 17, 2020
- Plat with Annotations – April 11, 2022
- Town Engineer Comment – April 1, 2022
- Public Works Director Comment – March 16, 2022
- Fire Marshal Comment – April 5, 2022
- Public Comment Letter – May 11, 2020

Mayor A Riddile asked Public Works Director John Wenzel if he wished to comment.

Director Wenzel said that he was very familiar with the development, and he said it posed some challenges, specifically with snow removal services. He noted that he had heard from residents in similar neighborhoods that they were not satisfied with snow removal services. Director Wenzel said that was from a combination of factors: high density, the relative narrow roadways and the lack of continuous snow storage. Another concern was the cost of snow removal in the proposed type of neighborhood, and Director Wenzel said that it was not an exaggeration to say that the cost of snow removal services was approximately 300% more in the proposed type of neighborhood than in a typical neighborhood, again because of the high density, because vehicles park in parking lanes, in rights-of-way which prohibits continuous snow storage.
Director Wenzel said that safety was another concern. He said that as residents shovel snow from sidewalks into parking lanes, cars park further and further off the curb, pinching the drive lanes causing a potential issue in restricting emergency vehicle access.
Director Wenzel said they had made some suggestions and some concessions in identifying snow storage areas on the plat which was not as ideal as a separated sidewalk and continuous snow storage. He said it was certainly a concession, and that concession will cost the town about 300% more for snow removal services.
Director Wenzel said he also asked for some street signs to be placed that said 'No Parking 48 Hours After Snowfall Event'. He said it was a model that the town had used very successfully in other neighborhoods. He said it was a very simple request. He said they had almost 100% participation from the residents, and they loved it and the level of snow-removal services was much improved as a result.

Mayor A Riddile asked Town Engineer Simonson for his comments.

Engineer Simonson said that he had submitted the following three-page report that generally addressed the concerns of the engineers from a technical perspective of how the subdivision would be built. Engineer Simonson reviewed his report, specifically addressing items 1, 2, 3, 11, 12 and 14.

April 1, 2022

Mr. Dave Reynolds, Town Administrator
Town of New Castle
P.O. Box 90
New Castle, Colorado 81647

RE: Filing No. 11, Castle Valley Ranch Planning Area #17
Preliminary and Final Plan Review

Dear Dave,
The purpose of this letter serves to provide comment, concerns and questions regarding the proposed
development of Filing Number 11, PA #17 of Castle Valley Ranch Subdivision. In order to conduct this review, we are in receipt of a variety of pieces of information noted as follows:

1. A 47-sheet set of drawings prepared by SGM dated February 2022
2. Supplemental Information packet dated February 2020 containing the following:
   a. Development Application
   b. Certificate of Development Ownership
   c. Application
   d. Warranty Deed
   e. Cost Estimates
   f. Drainage Report
   g. Soils Report
   h. Architectural Renderings
3. March 18, 2020 PA 17 Utility Report
4. March 18, 2020 PA 17 Traffic Impact Study
5. November 16, 2021 Letter to the Town from CVR Investors
6. Zoning Overlay of project site
7. CC&R's of Castle Valley Ranch Townhomes
8. Example Floor Plans

Following our review of the above stated documents, we have determined that a variety of additional details will need to be provided to bring the drawings to a construction level and to be definitive on the magnitude of public improvements that will ultimately need to be secured for this project. That being said, please note the following comments:

1. Prior to approval of the construction plans, additional specificity needs to be provided for the proposed phasing of this project. Specifically, although phasing lines are noted on the street plans and the utility plans, additional detail is necessary to assure that the Phase 1 improvements are properly terminated. Likewise, drainage and erosion control best management practices (BMP's) specific to the Phase 1 public improvements need to be provided. Finally, the elements relative the phasing construction such as topsoil storage and treatment of roadway subgrade (ie., reclamation and/or revegetation) need to be provided so as to assure that the total visual impact of the construction of the improvements can be evaluated by the Town. Likewise, timing for moving from one phase to the next needs to be provided to determine the level of permanence and costs for reclamation in the latter phases of the development can be determined.

2. The project involves extension of water lines, sewer lines and the raw water lines in public right of way. Also, excavation area in excess of 22" exceeds 1,000 sf. As such, the project is subject to the Subsurface Utility Engineering (SUE) requirements of SB 18-167. Prior to construction plans approval, the project will need to provide SUE locates and engineering in accordance to SB 18-

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167.

3. Note that because of SB 18-167, all utilities will need to be installed in such a fashion and to be electronically locatable. Details will need to be revised to provide instruction to the contractor that provide tracer wire, magnetic tape, etc… on all subsurface utilities.

4. For the offsite utilities, the extents of pavement repair and surface restoration needs to be better defined. As an example, for the sewer installation on C Avenue, such information as the saw cut lines, paving patching and surface restoration needs to be identified. For the surfacing on C Avenue and the North Alley, surface restoration will require the need to replace the asphalt milling and asphalt surfaces that currently exist with similar material. Road base replacement in lieu of millings is not acceptable. Other improvements such as potential impacts to driveway slabs, retaining walls and fences need to be identified and detailed for repair/replacement.

5. Existing property line locations depicted along the west side of C Avenue do not appear to be complete (ie., 114 N. C Avenue and 151 N. C Avenue). Concern exists as to the proposed sewer line location being able to be installed in the location proposed. If easements exist to aid in installation, then these need to be identified.

6. For the sewer line installation on C Avenue, additional information is necessary. Locations of the storm drain, culvert and waterline main and service crossings need to be identified. Also, specific details of how the manhole tie onto the existing sewer line is to be performed needs to be provided.

7. For the offsite water tie in the north east corner of the site in Castle Valley Boulevard right of way, the air vent for the air release valve needs to be shown with a “bollard” protection to assure that snow plowing and mowing of CVBLVD will not result in damaging the vent.

8. Note that all water line fittings are to be polywrapped ductile iron pipe fittings and not PVC. Also note that we will need to have the waterline be PVC C900 pipe, not ductile iron pipe.

9. Provide locations of transformers, pedestals and gas meter locations relative to providing electric, cable, telephone and gas service to the buildings. Provide this information in the context of assuring ample room remains for snow storage and is consistent with the landscape plan intent.

10. Clarify on street plans and profiles of how Phase 1 improvements are to be terminated regarding how curb, gutter, sidewalk, finish grading, pavement, temporary revegetation and erosion control are to be
terminated.

11. Clarify on the respective utility plans of how Phase 1 improvements are to be properly terminated
regarding how water, sewer and dry utilities are to be terminated. With the clarification, provide information on how testing, sanitizing, flushing, air release and subsequent phase operation of the utilities is performed.

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12. Assure that all water/sewer crossings can be provided with a minimum separation of 18". This also holds true for all water/storm drain crossings. Assure that water/storm drain crossings provide adequate freeze protection at each crossing.

13. Provide details identifying how new concrete improvements are to tie to existing.

14. Provide verification that the curb and gutter has the capacity to carry the 25 year event without spreading flow into the travel lanes of the proposed streets. Likewise, assure that the roadway and curb and gutter system has the capacity to carry the 100 year event. The drainage computation previously provided in 2020 to provide the anticipated flow rates, but do fall short in providing the capacity of the curb and gutter, inlets and storm drain pipes.

Please note that as there are a variety of concerns and clarifications noted/requested, we have held back on the review of the cost estimate for the Subdivision Improvements Agreement. Once we confirm the specific scope of work and final construction drawings are prepared, we will provide a review of such. Although there are a variety of concerns and clarifications noted, we do not see that the issues cannot be technically resolved during final construction drawing preparation. We would recommend that if a recommendation of approval to approve the project is provided, it contains a condition that requires submittal of construction drawings for staff approval that address the concerns within this letter as well as revised cost estimates for the construction of the public improvements prior to recording any final plat.

Upon your receipt and review, if you have any questions, please don't hesitate to call.

Respectfully,
SGM
Jefferey S. Simonson, P.E.
Principal

Engineer Simonson offered to answer any questions.

Mayor A Riddile asked Fire Prevention Chief Orrin Moon if he had any comments.

Chief Moon said that most of the conditions stated in his report from 2021 had been met. He said of primary concern was the phasing for the fire truck turnaround because in phase 2, it was simply a dead-end road. Chief Moon said that he had commented that the fire hydrants were adequately spaced, but he had concerns regarding the placement of the trees that were shown almost directly where the fire hydrants were going on Serenity and by buildings 12C, 11A, 30A and 28A. He said that it was somewhat difficult to jump between plans, but it was a concern that the trees were covering the hydrants. Chief Moon said that the road names were cleaned up and they were satisfactory as far as communications was concerned. Chief Moon said that the last item was that there needed to be sequential address numbering. Currently there was opposite numbers on either side of the street, and that needed to be adjusted to sequential, all the way around.

Mayor A Riddile asked Planning & Zoning Commission Chair Chuck Apostolik to comment.

Chair Apostolik said that the main concerns from P&Z were put into the P&Z resolution as conditions. He said a big concern was based on density was the open space that was going to be where what was now buildings 13A – 13D. That area, in reviewing the grading plan, had about an 18-foot incline and was not a usable space in P&Z's opinion. That was why they wanted the buildings removed and that area as a central location based on the amount of density that was there. Chair Apostolik said another concern was trail connectivity, but the biggest issue were the concerns off S Wildhorse Drive and Mt. Harvard, where the citizens there wanted a buffer zone, an ability to screen out since there was no diversity in the types of buildings that were going in. Chair Apostolik said P&Z wanted to see a buffer zone as well as the textures of the buildings being changed. He clarified that P&Z had not specifically asked for architectural changes, although it would be nice to see that happen, but they definitely wanted to see some texture changes, which was something already a part of some areas of Castle Valley Ranch and Lakota.

Chair Apostolik said that what P&Z put in their resolution was what they felt very strongly about. In particular, the center park section was a very large concern for P&Z. When the application came back to P&Z, they did have all the conditions, and P&Z had provided an approval when the council asked P&Z to look at the application again. He recalled that the vote at that time was six to one to approve, only reason there had been a no vote was because of the number of conditions. He said that they had been considering the application for several years and P&Z wanted to see those concessions made. The fact that the area is zoned mixed-use, the private agreement made amongst the developers was not the town's problem. Chair Apostolik said that he wanted to clarify that back in 2008 when the original application came in and was all single-family homes, it never went to a final vote and in fact the application was withdrawn. He said that the current application did conform to what was basically a single-family development but had changed from 20+ units to 91 units. Chair Apostolik said that was why there were many concessions that needed to be made.

Town Attorney David McConaughy offered some procedural direction. First, he said there was a draft of a subdivision improvements agreement (SIA) in the packet but it was incomplete. In order to complete it, he will need to know what ultimately the council would do, and typically those revisions would be made between first and second reading. He said his office will revise the SIA based on the council decisions. Attorney McConaughy said that similarly, the ordinance will need revision based on council decisions, and things such as the building number change, and the four additional conditions from Planner Smith will need to be added.

Attorney McConaughy noted for the record that the letters from Engineer Simonson and Director Wenzel of April 1, 2022, and March 16, 2022 were public documents and are available, and the applicant agreed they had received them although they were not in the public packet.

Attorney McConaughy said that that technically, they were not holding a public hearing, but that the public would be allowed to speak. That had been part of the agreement in the application skipping the planning commission and going directly to the town council. For the benefit of the public, he said that next the applicant will provide their presentation, after which the public will have a chance to comment. The applicant will then have a chance to respond to those comments, and then it will go back to the council for consideration. Attorney McConaughy advised the council that they could ask questions at any time but told them that they should hold their opinions about how they might vote

until such time that all comments had been made and they could base their decision on the whole record.
Last, Attorney McConaughy said that council may hear some discussion from the applicant regarding their vested rights, and it was correct that Castle Valley Ranch had vested rights that were granted in 2002 under the second amended annexation agreement. Those were later extended prior to expiration. He pointed out that the version of Title 13 PUD regulations for the town that was in effect in 2002 had the same criteria for approval that Administrator Reynolds had reviewed in his presentation. He said the criteria were exactly the same. The wording was moved around, but the substance of it is the same as it was in 2002.

Administrator Reynolds, Director Wenzel and Engineer Simonson offered their places at the table to applicant Aaron Atkinson, Planner Davis Farrer and Attorney David Myler.

Planner Farrar said he needed a few minutes to set up.

Planner Farrar greeted the council. He told the council that he was the planner for New Castle from 2002 to 2012. He said that he was the lead planning consultant on the town comprehensive plan along with Councilor Leland.

Planner Farrar provided the following power point presentation, describing the project in detail:

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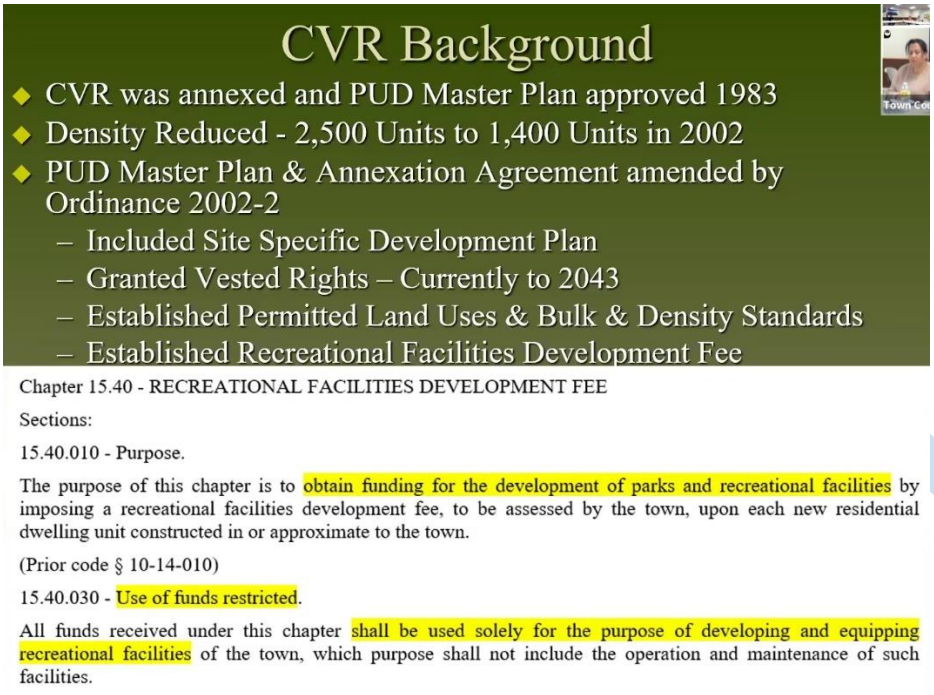




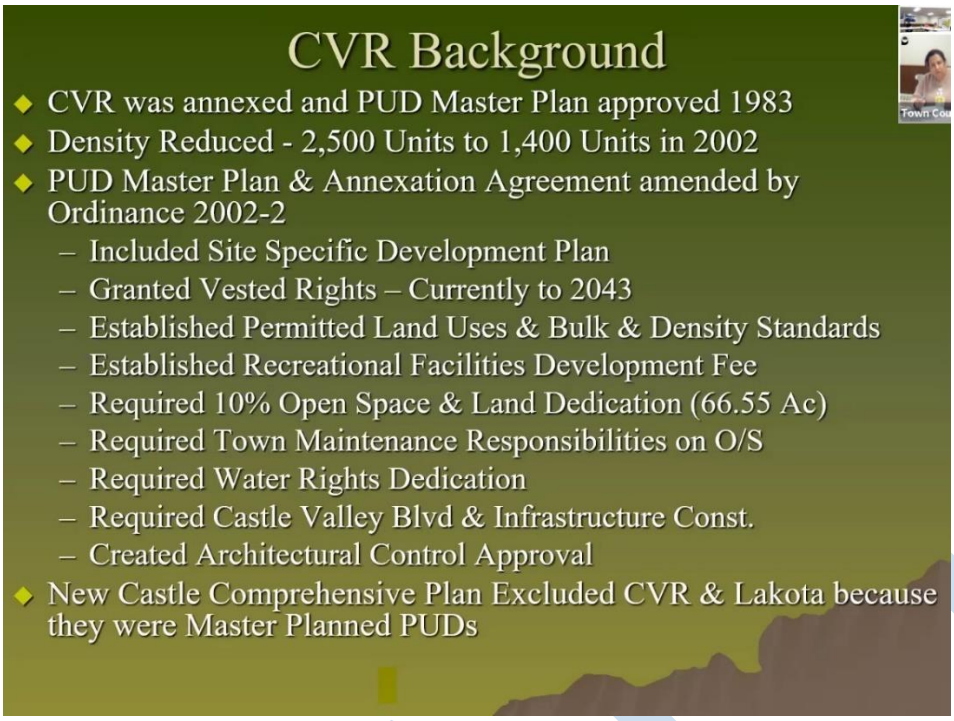


Planner Farrar introduced the team: Applicant, CVR Investors Inc., himself the Planner, and David Myler, Attorney. He said that Attorney Myler had been a land use attorney in the region for many years representing private development. Planner Farrar said that he worked with Attorney Myler when Lakota Canyon Ranch came in. Engineer, Dan Cokley, who was attending virtually. Planner Farrar also introduced the owners of the project and they were Aaron Atkinson, John Elmore and Ron Atkinson. Planner Farrar said they were all familiar with the development community and New Castle. He noted that John Elmore had been involved in Lakota Canyon Ranch, and the Atkinson's had done development in

Castle Valley Ranch, and he felt that it was quality development and a great addition to the community.

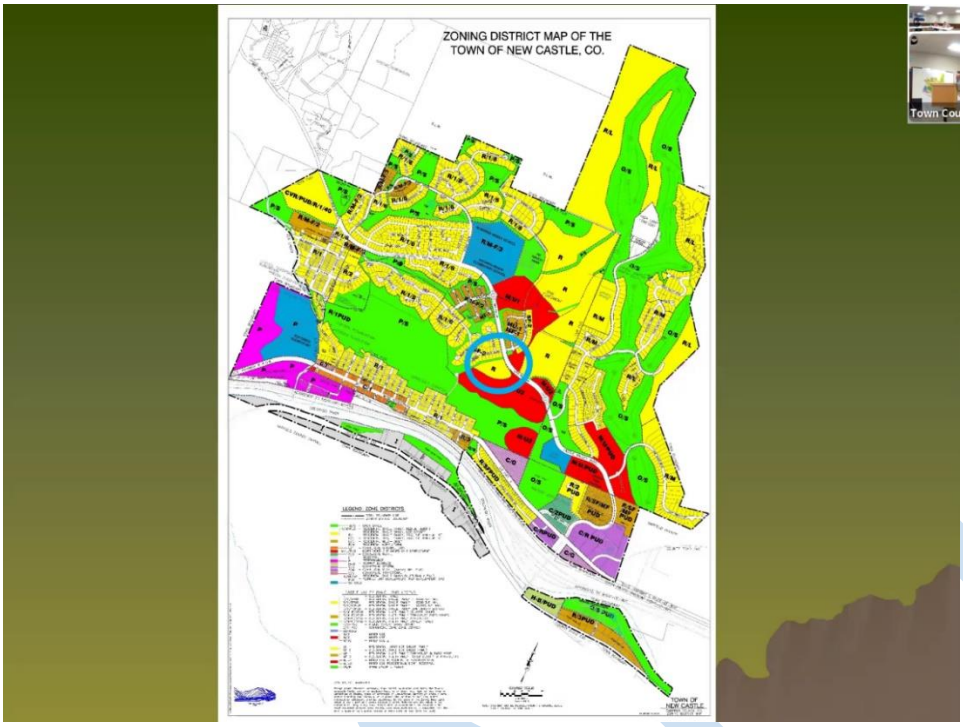



Planner Farrar said that Castle Valley Ranch (CVR) had been PUD Master Plan approved in 1983. Originally the density was 2,500 units but was reduced to 1,400 units in 2002. He said that Steve Craven was the key player in that process. The PUD Master Plan & Annexation Agreement was amended by Ordinance 2002-2, which he said was an important document in terms of vested rights, obligations of the developer, open space dedications, water rights and more. Planner Farrar said the ordinance included a site-specific development plan, it granted vested rights which were valid through 2043, it established permitted land uses and bulk and density standards for the project, which Planner Farrar said would be important for the council's current consideration. Planner Farrar said the ordinance also established the recreational facilities development fee; a fee charged on each dwelling unit that is constructed. He said the fees went to the construction of recreation facilities. Another important issue to keep in mind. He referenced the current municipal code section 15.04 which was the current code regarding the recreation development fee that specified uses of those funds. He said that the funds could not be used to build a new town hall or to purchase police vehicles – it was restricted to recreational facilities.

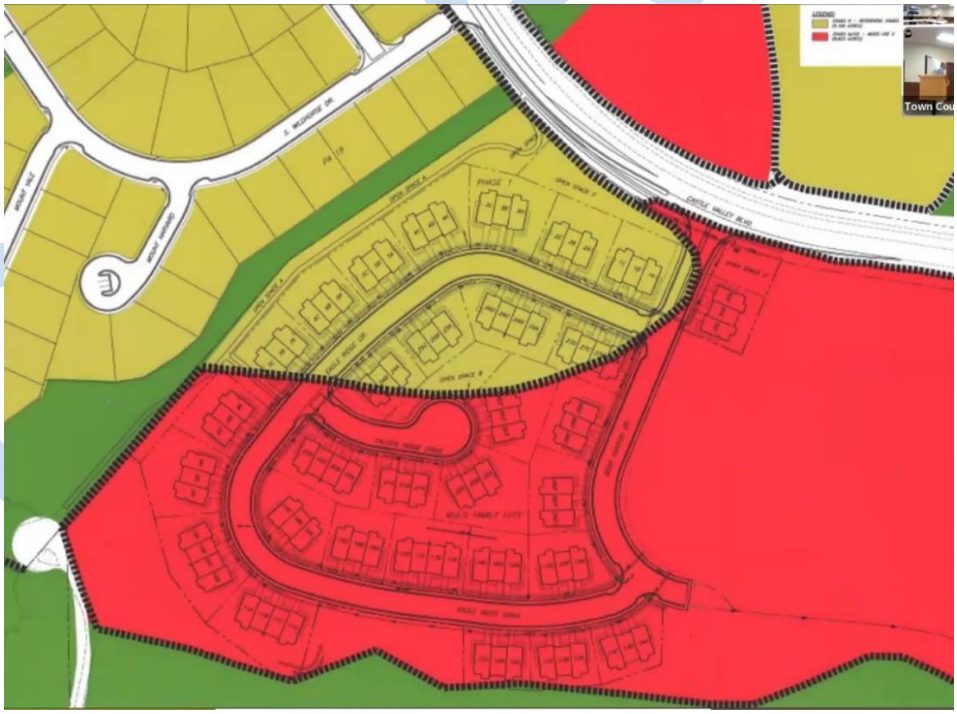



Planner Farrar said that CVR was required to have a ten percent open space and land dedication requirement. That amounted to 66.55 acres, however more land than that had been dedicated. Planner Farrar said that the annexation agreement specified that the town had maintenance responsibilities for the publicly dedicated open space areas. He said that the town was keenly aware of how much that was. He said it required water rights dedication, so the filing 11 project will be dedicating water rights to the town to offset the development impacts and demands on water. Planner Farrar said that CVR was also required to construct Castle Valley Boulevard, which they had done. Castle Valley Boulevard was designed to handle full buildout traffic of the project, subsequently, Lakota Canyon Ranch contributed to some of those costs because of their impacts on those roadways. Planner Farrar said that in terms of contribution to infrastructure, they (CVR) build that (Castle Valley Boulevard) in advance of the impacts. He said that he knew the town was seeing some of those impacts now, but in addition to the road infrastructure improvements, there was water and sewer and other public infrastructure development. Planner Farrar said that the annexation agreement also created an architectural control approval process. There is a committee that will review all applications for development. He said that was also an important issue that will be discussed shortly in terms of the planning commission who made a recommendation for color and texture. He said that there was a potential conflict in what the P&Z recommended and what the council may approve and the authority of the architectural committee. Planner Farrar said that it was important to note that the New Castle Comprehensive Plan excluded Castle Valley Ranch and Lakota Canyon Ranch (LCR). That exclusion was based on conversations with developers who said that they had a master planed PUD and they did not want the comprehensive plan to change that. Referring to a zoning map, Planner Farrar stated that it could be seen by the zoning associated with CVR and LCR that there was an exclusion in the comprehensive plan.

Planner Farrar apologized that the public could not see the power point presentation and he encouraged the public to gather around him if they wished.

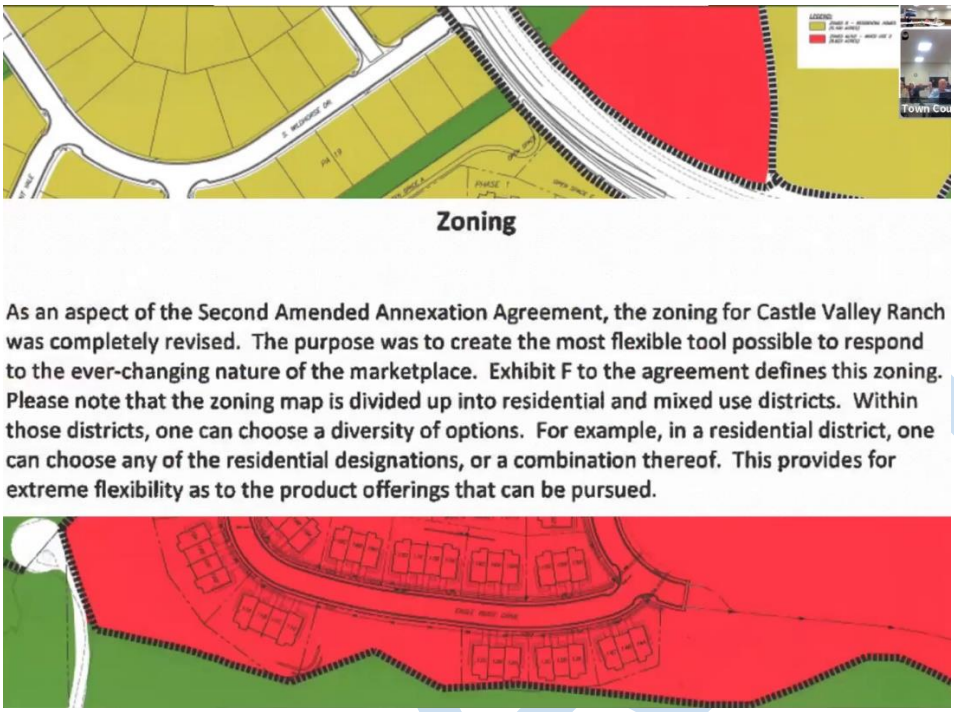



Planner Farrar showed a zoning map of the town. A blue circle indicated the location of the proposed Filing 11 project.



The next slide was a close-up of the project site with an overlay of the zoning designations. He noted that the site plan shown was an old one that indicated triplexes

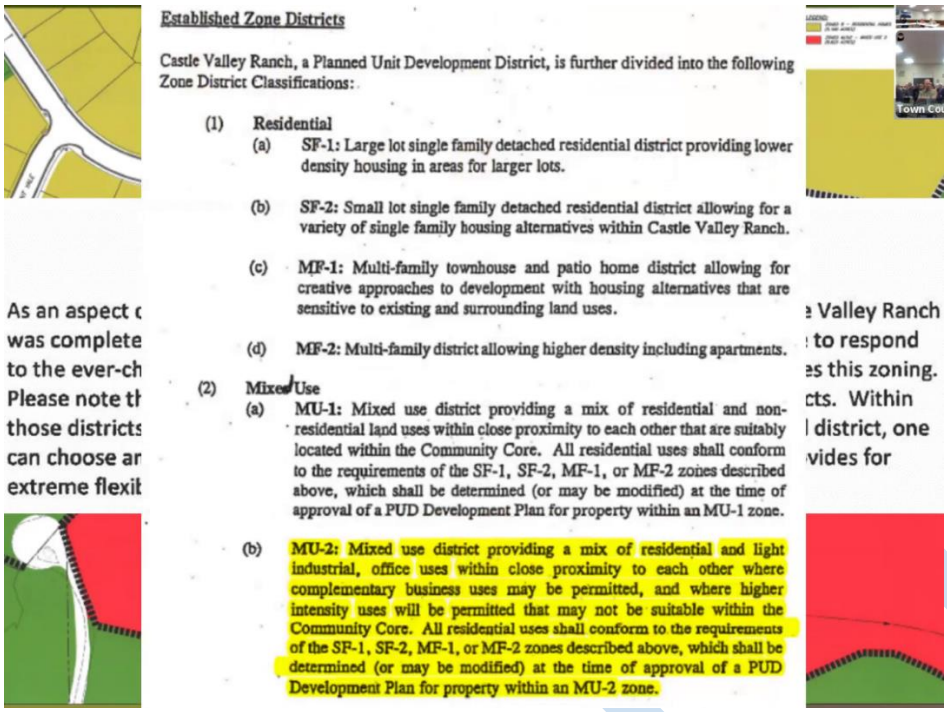
adjacent to the C Avenue open space area or open space A. Nonetheless, it was illustrative of how the project was laid out in the zone districts.



**Zoning**

As an aspect of the Second Amended Annexation Agreement, the zoning for Castle Valley Ranch was completely revised. The purpose was to create the most flexible tool possible to respond to the ever-changing nature of the marketplace. Exhibit F to the agreement defines this zoning. Please note that the zoning map is divided up into residential and mixed use districts. Within those districts, one can choose a diversity of options. For example, in a residential district, one can choose any of the residential designations, or a combination thereof. This provides for extreme flexibility as to the product offerings that can be pursued.

Planner Farrar said they were PUD planning areas under the regulations. The zoning was established during the process. He noted that the excerpt was from one of the documents related to CVR. Quoting the document: "The purpose was to create the most flexible tool possible to respond to the ever-changing nature of the marketplace". Further "This provides for extreme flexibility as to the product offerings that can be pursued". Planner Farrar said that the idea with the zoning designations on the screen it was to allow flexibility within certain parameters.



Established Zone Districts

Castle Valley Ranch, a Planned Unit Development District, is further divided into the following Zone District Classifications:

(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.

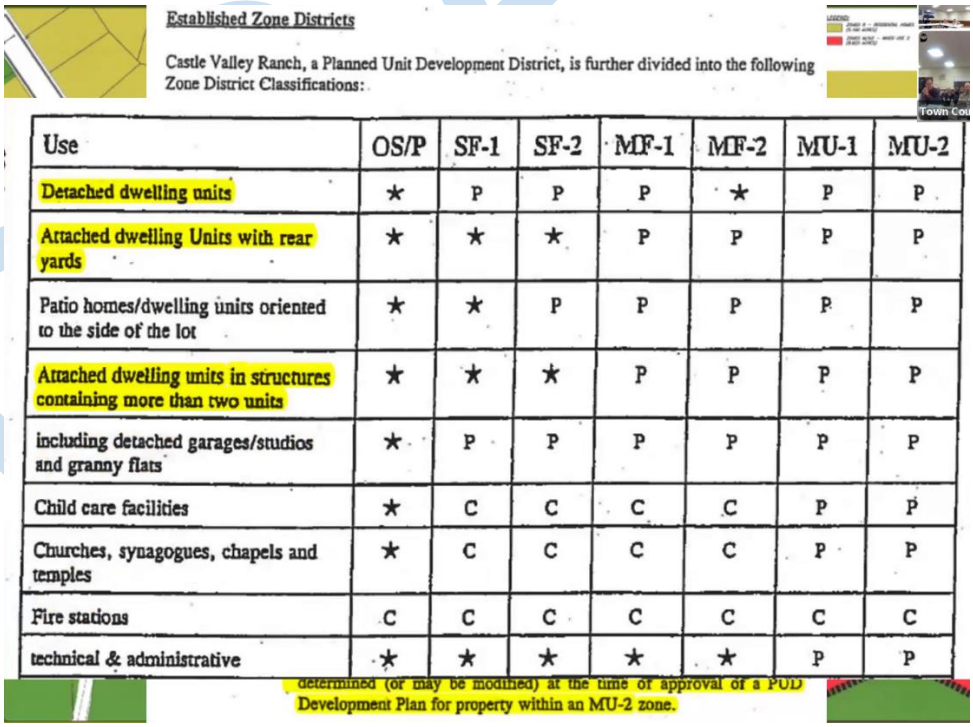
(d) MF-2: Multi-family district allowing higher density including apartments.

(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.

Planner Farrar showed the detail of the establishes zone districts. He did not go through the details but did point out that it ranged from single family large lot to single family small lot (such as S Wildhorse), to multi-family 1 and the mixed-use designations.



Established Zone Districts

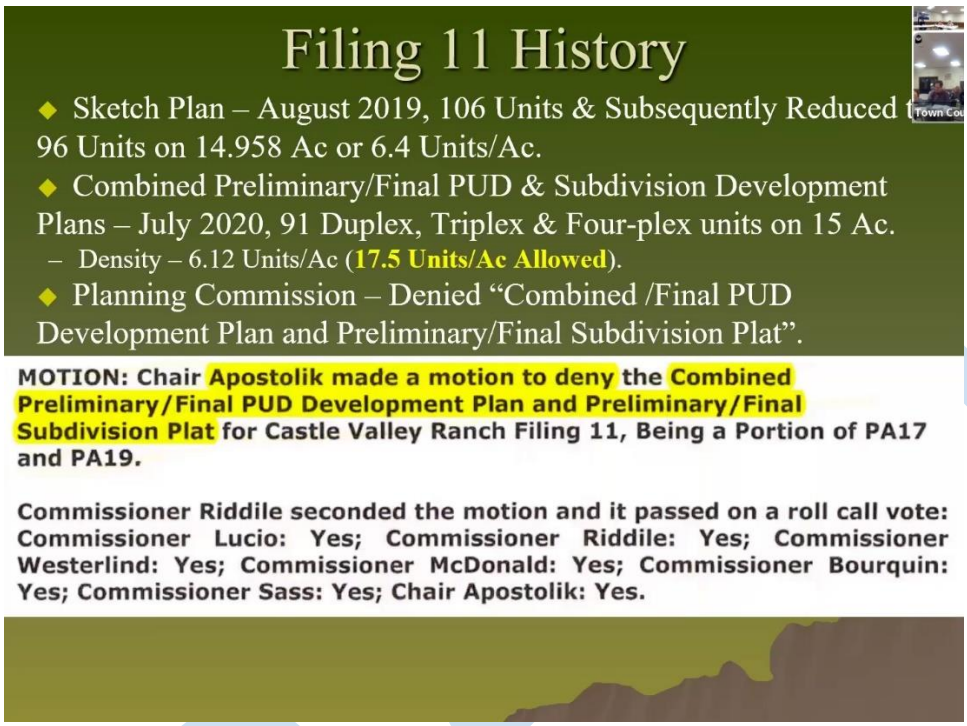
Castle Valley Ranch, a Planned Unit Development District, is further divided into the following Zone District Classifications:

| 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 |
| Patio 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 |
| including 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 |

determined (or may be modified) at the time of approval of a PUD Development Plan for property within an MU-2 zone.

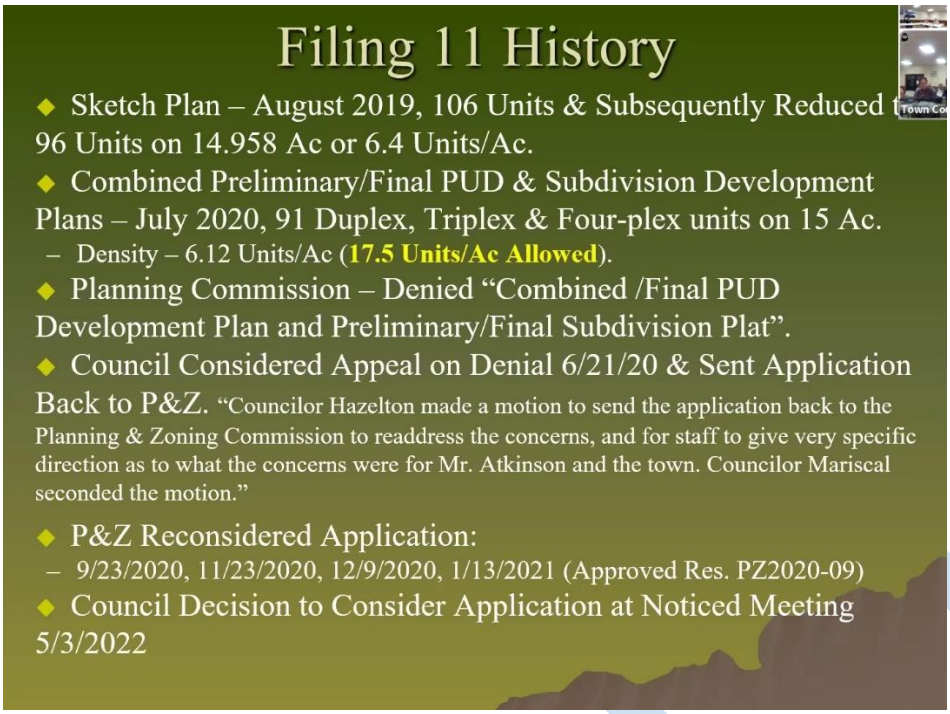
Planner Farrar shared a portion of the use table in the PUD regulations identifying the uses that were allowed. He said they could see what was permitted in the various zone districts. He said that he was aware that there were questions about the mixed-use

aspects of the project and said that would be discussed. He said that the mixed-use concept was a great planning concept and that he supported it and the comprehensive plan supported it. An important part of that discussion was the market. Planner Farrar said that they could designate all the mixed-use areas they wanted, but if the market was not there to make it viable, it doesn't happen.

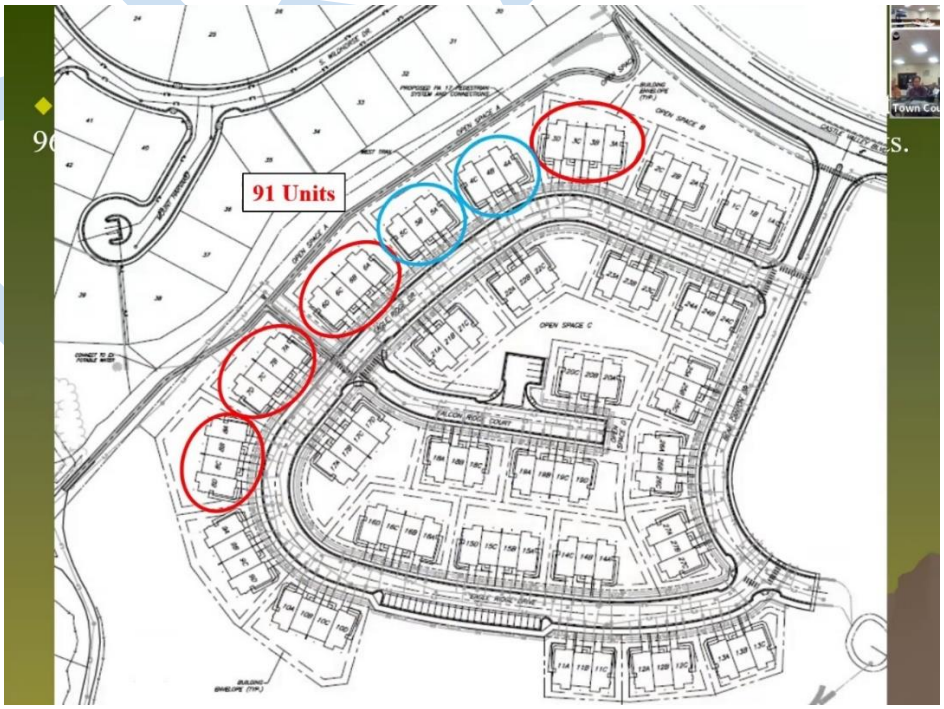



Planner Farrar reviewed the history of the Filing 11 project.

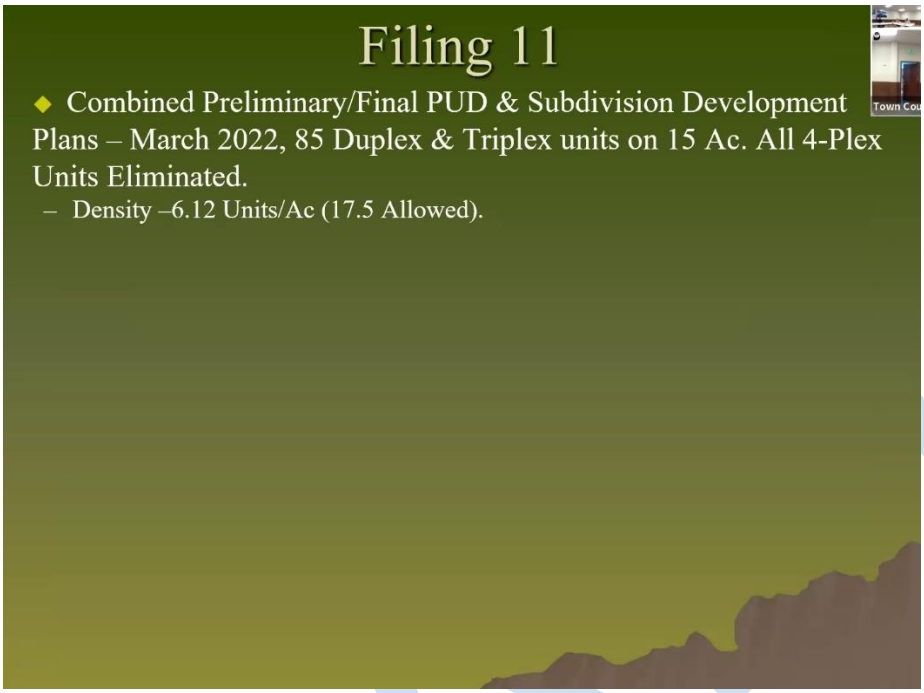
Planner Farrar said that the original sketch plan pre-application conference took place in the 1980s. Then he corrected himself saying "No. This project".
Planner Farrar said that the preapplication meeting for the Filing 11 project took place in 2019. Originally there were 106 units, and that was subsequently reduced to 96 units, or a density of 6.4 units per acre. He said that was an important number to keep in mind because there had been a lot of discussion about high density. Looking at the averaging of units per acre, Planner Farrar did not feel the project had high density. He said there was a multi-family configuration between duplexes and triplexes, but it was still not high density.
Planner Farrar said that the current application was a combined preliminary and final PUD plan and subdivision development plan, submitted in July of 2020 and consisted of 91 duplex, triplex and fourplex units on 15 acres, and that density was 6.12 units per acre. He said that the zone district would allow up to 17.5 units per acre, so the project was coming in well below that threshold.
Planner Farrar said that the P&Z denied the combined final PUD development plan and preliminary/final subdivision plat. He shared an excerpt from the commission minutes that showed the motion for denial for that particular application.




Planner Farrar said that the applicant sent a letter to the town to appeal the denial of the application. On June 21, 2020, the town council considered it and sent the application back to P&Z for further consideration. Planner Farrar said that P&Z reconsidered the application on September 23, 2020, November 23, 2020, December 9, 2020 and January 13, 2021, ultimately approving it with conditions by Resolution PZ 2020-9, leading to the current consideration of the application by town council. He asked the council to consider approval of the application.



Planner Farrar shared a site plan which he said was the original concept plan for 91 units, with triplex and fourplex units adjacent to the S Wildhorse neighborhood.




Planner Farrar said they considered the input from P&Z and the public and reduced that density, coming back in March of 2022 with a total unit count of 85, consisting of duplexes and triplexes, on 15 acres. All the fourplex units were eliminated from the project, reducing the density to 6.12 units per acre in a zone district that allowed 17.5 units per acre.



Planner Farrar shared an overview drawing of the project that showed the bulk and location of the different types of units.

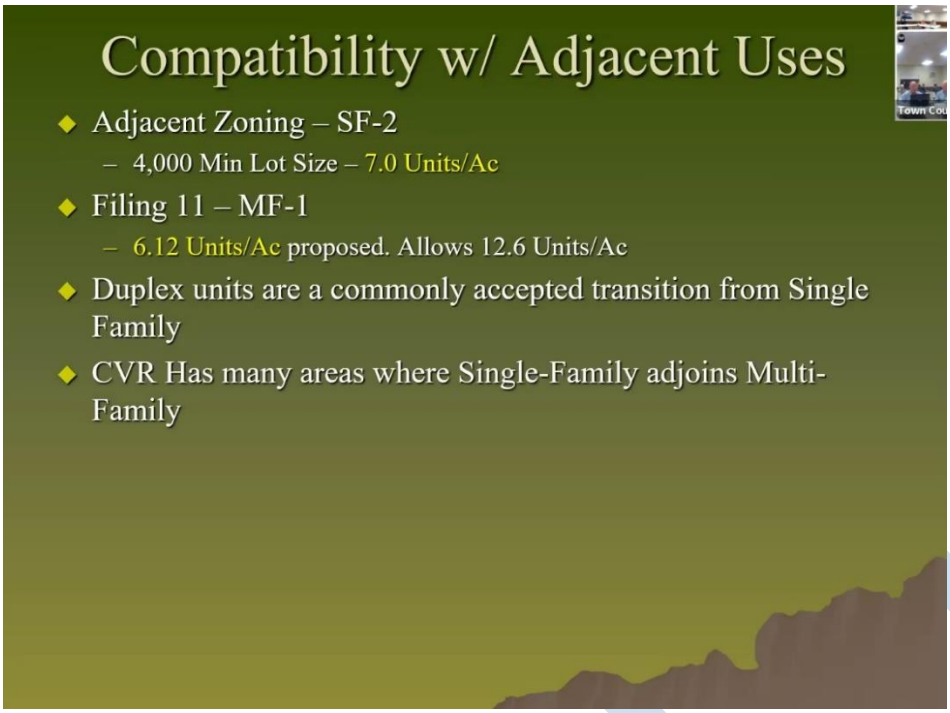


Planner Farrar showed the landscape plan that he felt was a good site plan to talk about compatibility with the adjacent single-family units since the fourplex units were replaced with duplexes. He said it also showed location of the landscaping. He said the comments from Chief Moon were heard and they would do whatever modifications were necessary so as to not interfere with fire hydrants.

Mayor A Riddile said that buildings 1A, B and C showed shrubs in front of it, but none of the other buildings showed them.

The applicant's engineer, Dan Cokley, said that was a typical representation, but they had not gone through the trouble of showing that on each unit. He said that the landscape plan in the submitted plan set used building 1 as the example of what would be done in front of each unit.

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Planner Farrar reviewed compatibility with adjacent uses. He said that the adjacent zoning was SF-2 which allowed a minimum 4,000 sf lot, equaling 7 units per acre. He said that Filing 11 was zoned MF-1 and the project proposed 6.12 units per acre whereas MF-1 allowed 12.6 units per acre. He said he had previously mentioned 1705 units per acre, and that was in the MF-2 zone district. He noted that the project was well below the allowable density. Planner Farrar said that duplex units are a commonly accepted transition from single-family, and in many communities duplex and single family are allowed in a low-density residential either as a use by right or special review. Single-family next to a duplex unit is not an unusual configuration. Planner Farrar said the CVR had many areas where multi-family adjoins single-family directly. He said that LCR had the same configuration.

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Planner Farrar noted here that in the immediate area there were many places where multi-family units were immediately adjacent to single-family units.




Using the same aerial view, Planner Farrar showed a location of open space that he would focus on.



Planner Farrar noted that there were single-family homes on the left cul-de-sac, across a narrow (40 to 70 feet) open space from triplexes.

At this point, the public complained that they could not see the presentation. Staff rearranged the televisions in the room so the public could view the screen.

Planner Farrar backed up one slide for the benefit of the public.



Planner Farrar showed the same area from street view, noting the single-family homes on the left and triplex homes on the right. He also pointed out that the triplexes were all the same color, and he would speak to that later in the presentation.




Planner Farrar showed the aerial view again, with another location that he wanted to focus on at the intersection of Castle Valley Boulevard and N Wildhorse Drive.

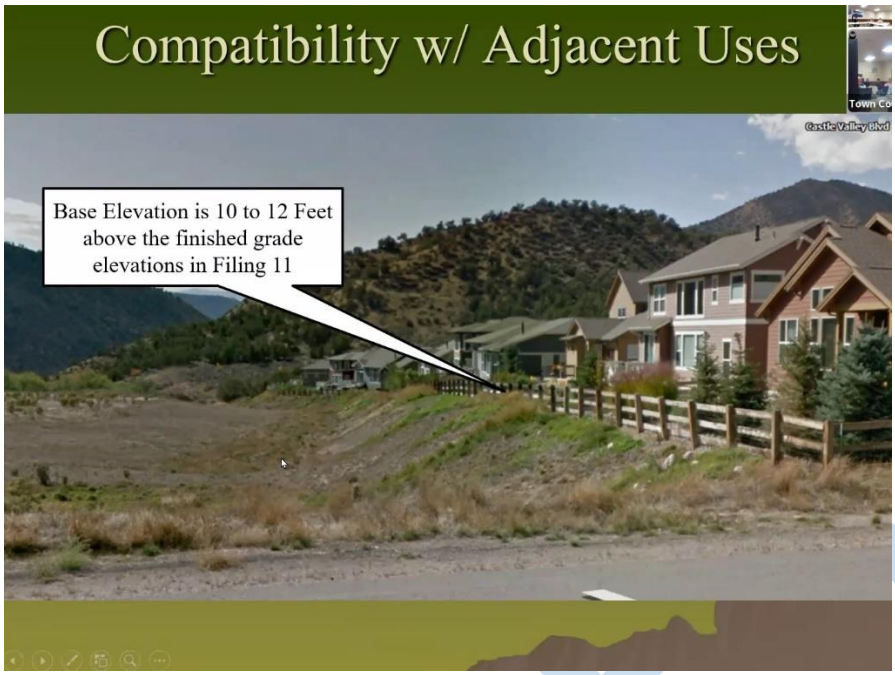


Planner Farrar pointed out the intersection to the right, single family homes at the bottom of the screen, directly across Castle Valley Boulevard from triplex homes at the top of the screen. The red arrows represent the view from the single-family homes on the south to the triplex homes to the north, as shown in the next slide.

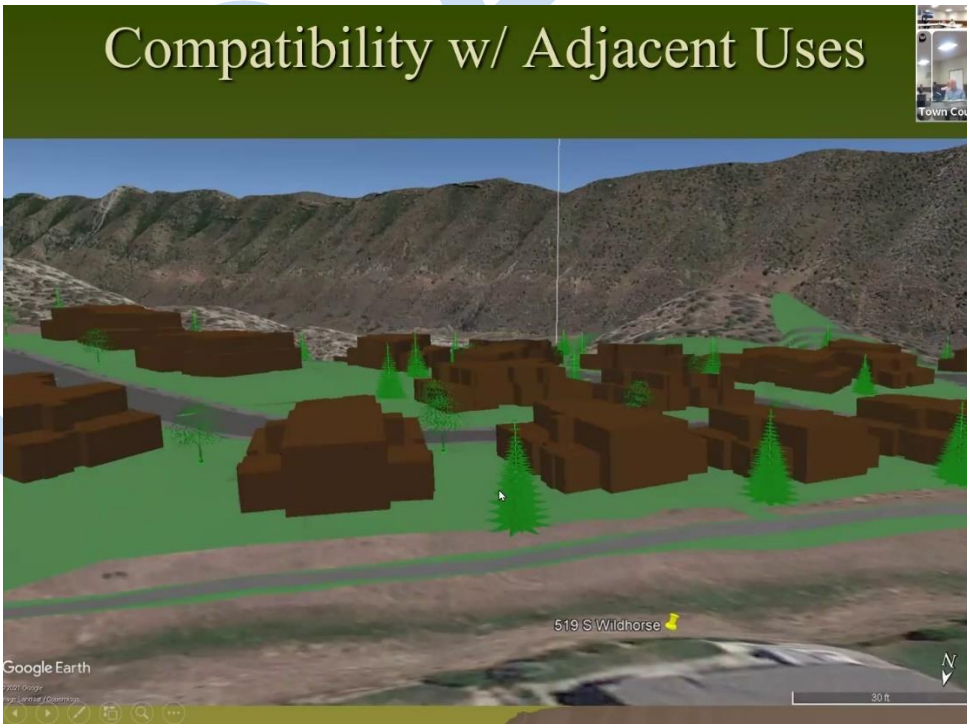


Planner Farrar that the distance was about 100 feet, and that absent the two satellite dishes, the triplex could look like a large single-family home. He said it was all the same color and there were architectural articulations.

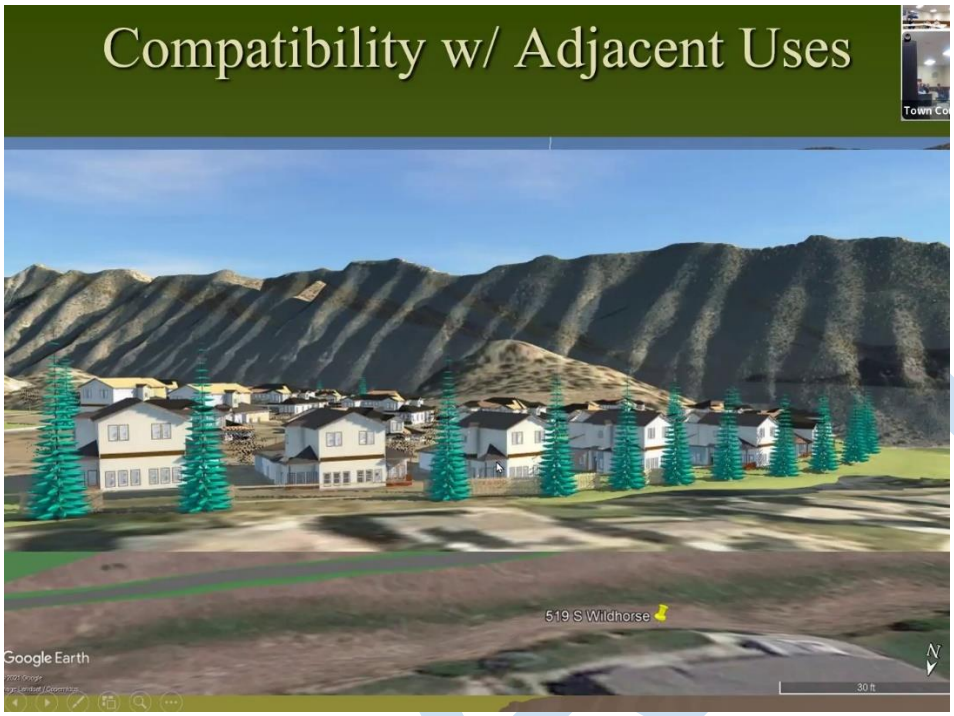
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Planner Farrar told the council that on the right were the homes along S Wildhorse Drive, and to the left (east) was the Filing 11 property which was 10 to 12 feet lower than the S Wildhorse homes.



Planner Farrar stated this was illustrative of the view or the Filing 11 project from S Wildhorse Drive. The picture gave a sense of what it would look like. He noted that the trees depicted are not in the exact configuration.




Planner Farrar apologized, saying that the representation was not great, because the trees looked like psychedelic Christmas trees rather than spruce trees, but was another illustration of the view of the project from S Wildhorse Drive. Planner Farrar said they were committed to planting two trees opposite, not between, but opposite the duplex units. He said they also proposed to build a six-foot opaque fence to separate.

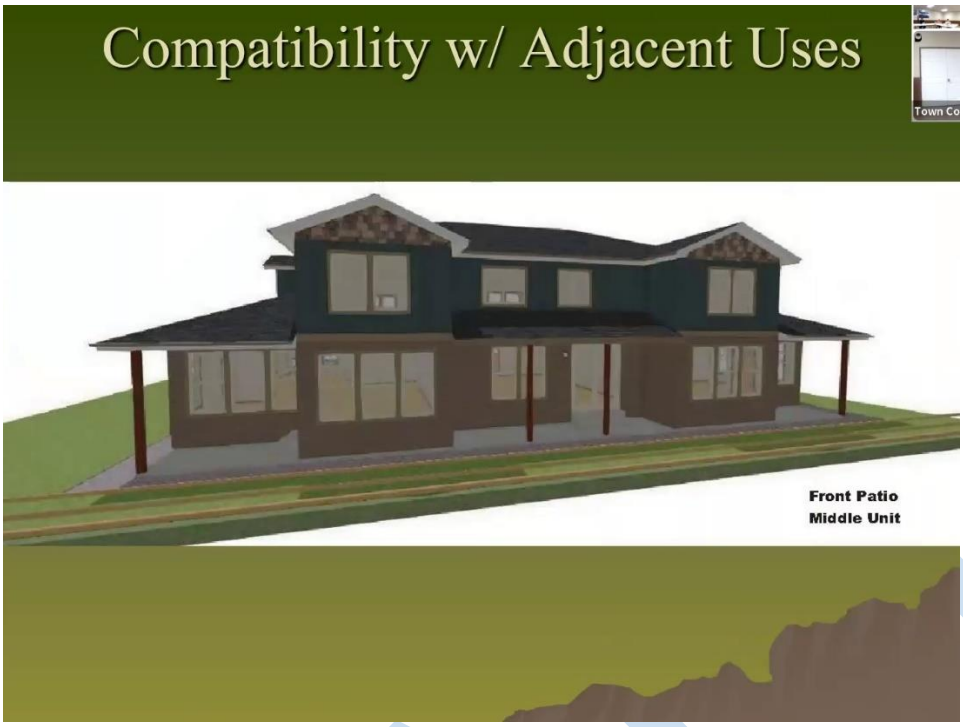
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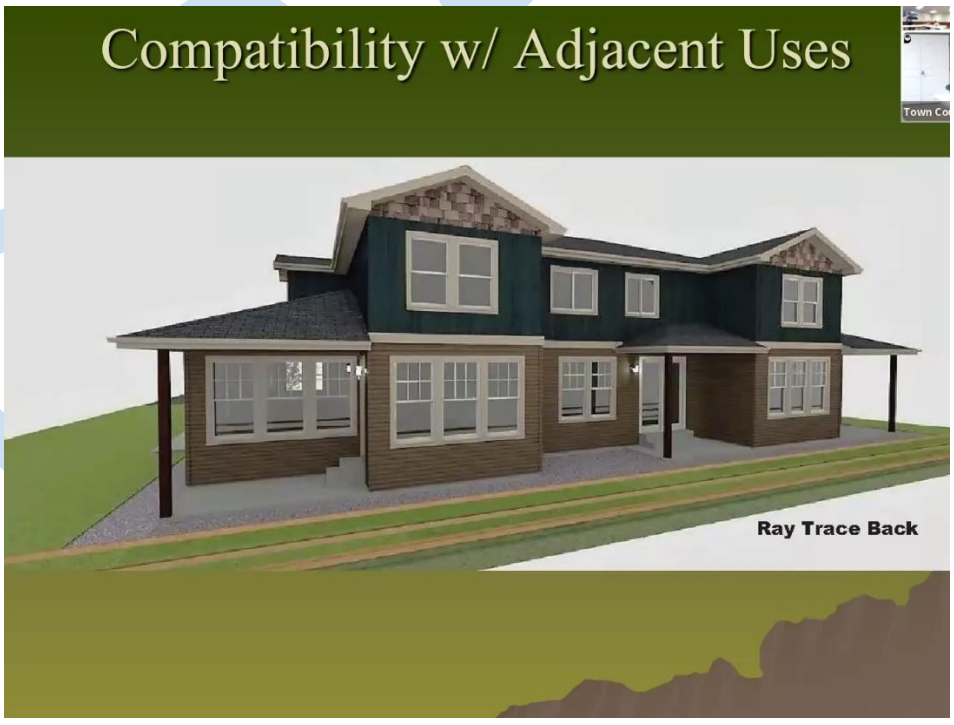

Planner Farrar showed this streetside view of a triplex. He said that P&Z had suggested that they change color and texture, and he said they were willing to change color. He further said that if you changed the color of each of the units, then the building would look like a triplex rather than a single-family. Visually, he said they felt that a single color per building, and they would change by building, would provide a much better effect.



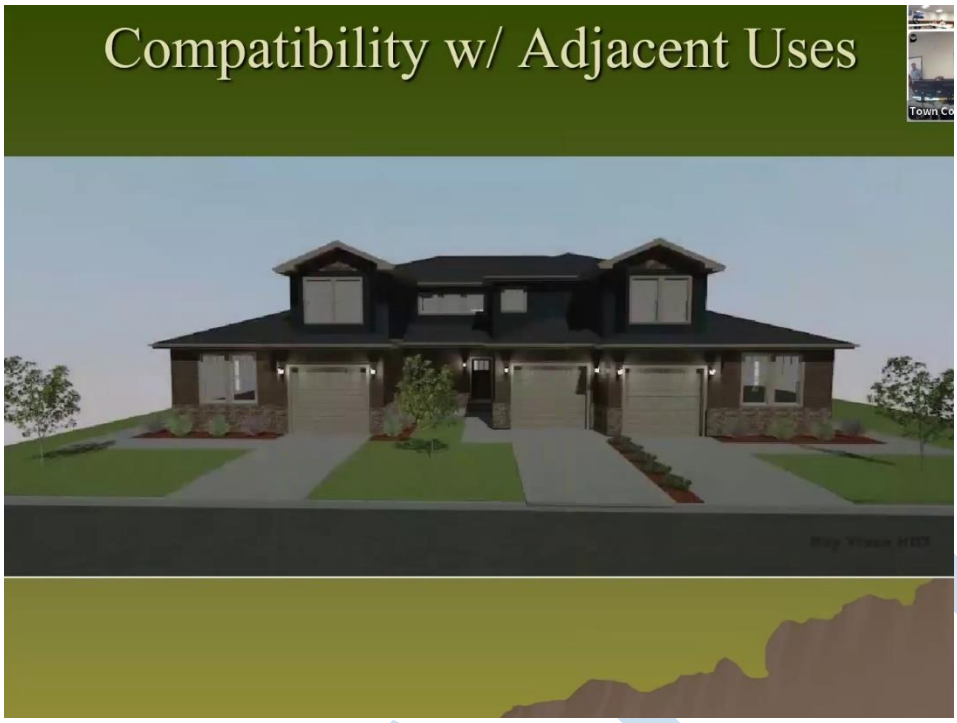

Front view of the proposed buildings, showing design and texture.




Planner Farrar said this would be the view from S Wildhorse Drive. He stated again that it was difficult to tell if it was a duplex or triplex. He said again that if you change each unit color it would look more like a triplex.



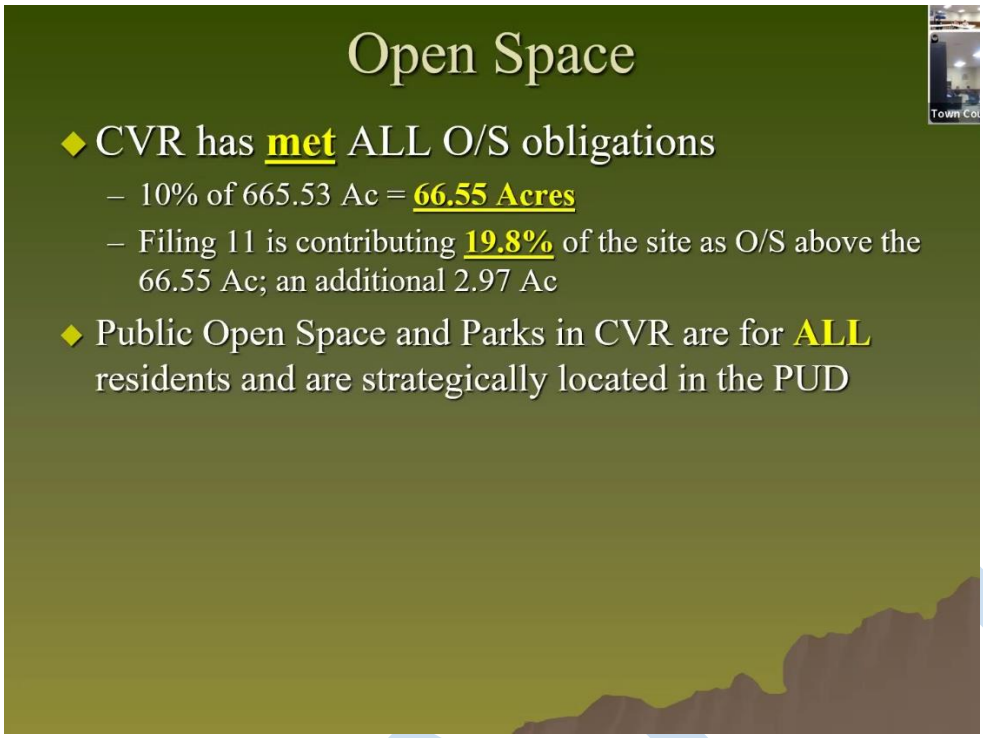

Another view of a triplex structure.




Streetside view again. Planner Farrar said the illustration were all included in the council packet.




An end view of the building. He said it was another illustration of the type and quality of the development.




Planner Farrar said that in terms of open space, CVR had already met all of its open space obligations. Ten percent of 665.53 acres is 66.55 acres. That obligation had been met. He said there was no other requirement other than a developer's desire to contribute to open space, however, Filing 11 will contribute an additional 19.8% of the project site as open space, an additional 2.97 acres.

Planner Farrar said that all public open space and parks in CVR are for all community members, rather, for any member of the public, and they are strategically located throughout the entire PUD. He said there were illustrations of trails and several parks throughout the site, and they contributed a school site which was not counted in the overall open space calculation.

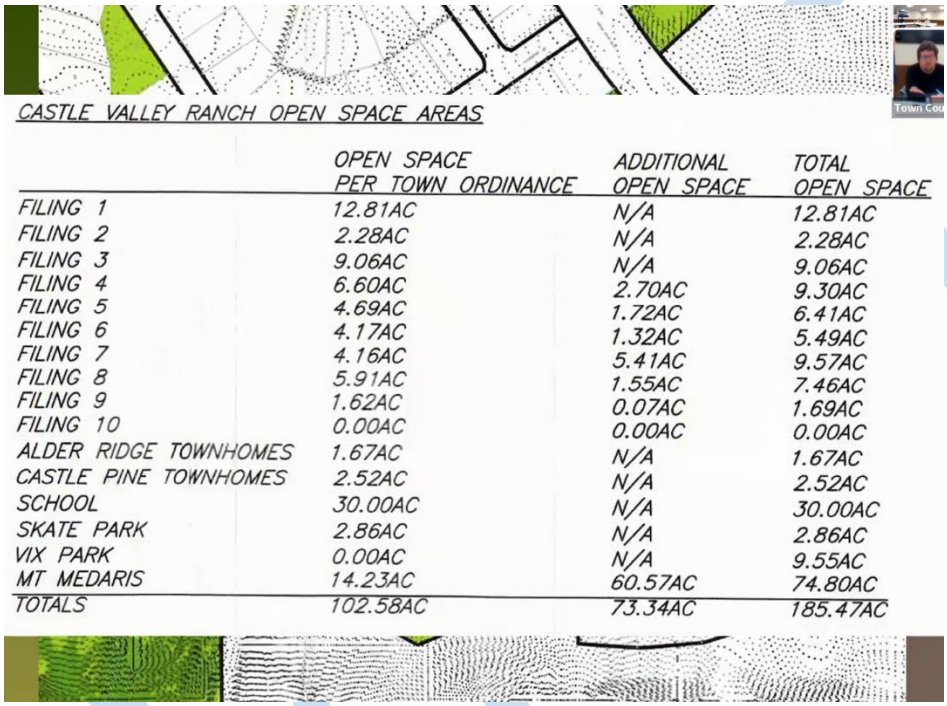
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Planner Farrar said that all of the lighter green was the open space dedicated to the town in CVR. He noted that anything over a 35% grand did not count (the dark green areas are indicated). He indicated the largest light green space and identified it as the school site, and offered that they could remove that from the open space calculations and the thought that the PUD would still meet the open space requirement at 72+ acres. He also indicated the Filing 11 project in the lower far right and pointed out the C Avenue connection.



Planner Farrar indicated in this slide the open space A, which is along the C Avenue Trail connection that would be dedicated to the town, which meant that the town would be responsible for maintenance. There will also be water and sewer connections to the development through Open Space A. Engineer Cokley said that Town Engineer Simonson was happy with the specifics of the water and sewer connections as proposed. Planner Farrar said that all the other open space areas in the project would be the responsibility of the project or homeowner's association to maintain.

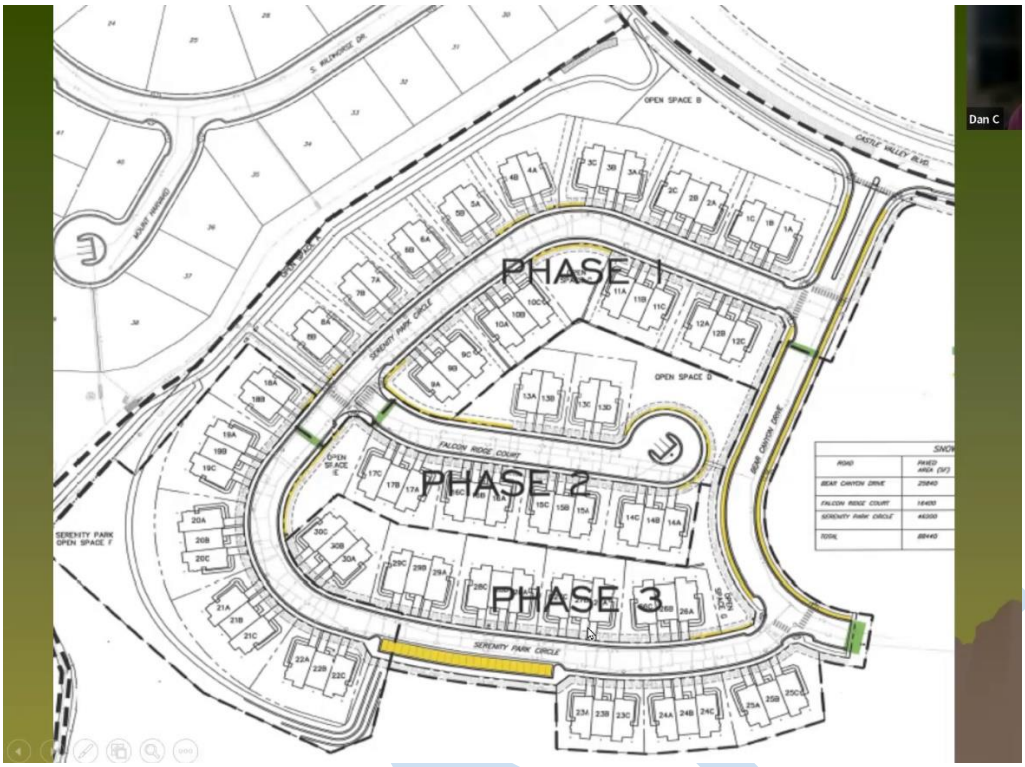


CASTLE VALLEY RANCH OPEN SPACE AREAS

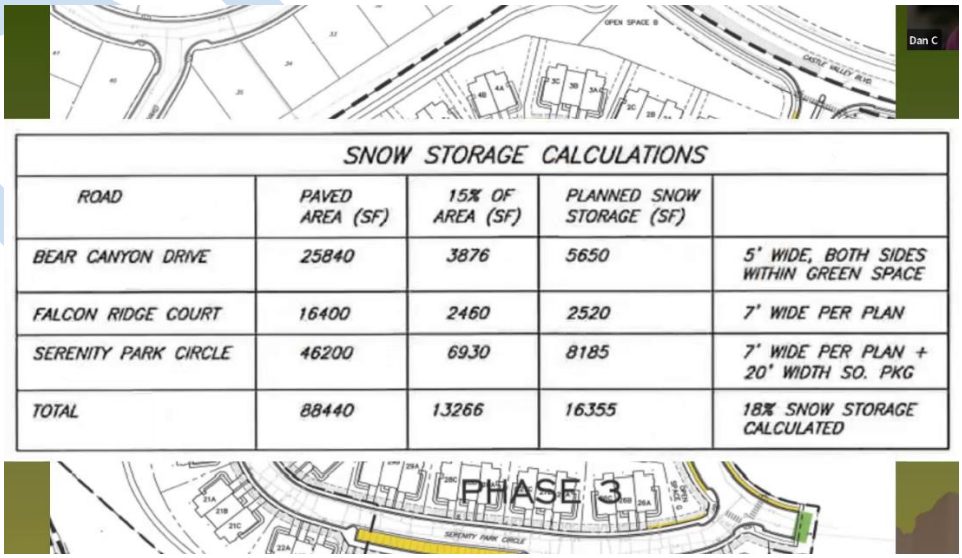
| | OPEN SPACE PER TOWN ORDINANCE | ADDITIONAL OPEN SPACE | TOTAL OPEN SPACE |
|---|---|---|---|
| FILING 1 | 12.81AC | N/A | 12.81AC |
| FILING 2 | 2.28AC | N/A | 2.28AC |
| FILING 3 | 9.06AC | N/A | 9.06AC |
| FILING 4 | 6.60AC | 2.70AC | 9.30AC |
| FILING 5 | 4.69AC | 1.72AC | 6.41AC |
| FILING 6 | 4.17AC | 1.32AC | 5.49AC |
| FILING 7 | 4.16AC | 5.41AC | 9.57AC |
| FILING 8 | 5.91AC | 1.55AC | 7.46AC |
| FILING 9 | 1.62AC | 0.07AC | 1.69AC |
| FILING 10 | 0.00AC | 0.00AC | 0.00AC |
| ALDER RIDGE TOWNHOMES | 1.67AC | N/A | 1.67AC |
| CASTLE PINE TOWNHOMES | 2.52AC | N/A | 2.52AC |
| SCHOOL | 30.00AC | N/A | 30.00AC |
| SKATE PARK | 2.86AC | N/A | 2.86AC |
| VIX PARK | 0.00AC | N/A | 9.55AC |
| MT MEDARIS | 14.23AC | 60.57AC | 74.80AC |
| TOTALS | 102.58AC | 73.34AC | 185.47AC |

Planner Farrar shared a table of the open space calculations in CVR. The requires open space was 102.58 acres which included 30 acres for the school. There was 73.34 acres of additional open space for a total of 185.47 acres of open space, not including the open space from Filing 11.

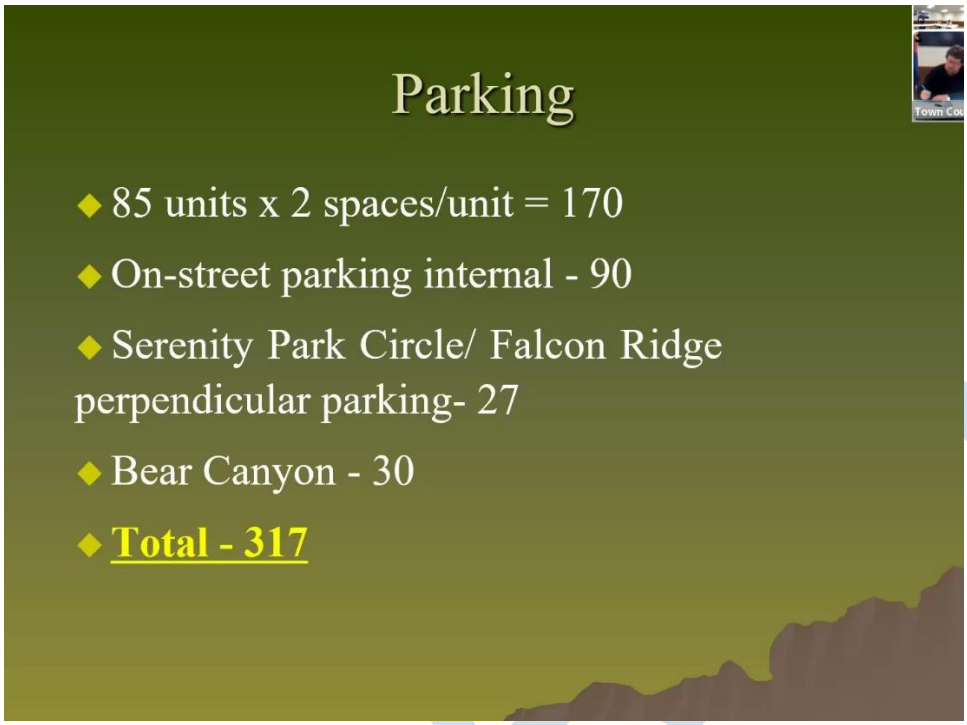





Planner Farrar said that the issue of snow storage had come up. He said the Engineer Cokley had worked with Director Wenzel on the anow storage areas. Engineer Cokley said that he had worked with Director Wenzel a few times over the past two years and the submitted plan is what they had agreed to, and although Director Wenzel mentioned concessions, Engineer Cokley said that Director Wenzel felt the snow storage plan will work. He said he will let Director Wenzel's comments on the cost and how it worked stand, but the plan will allow the town areas to push the snow, and the areas will be on the final plats.

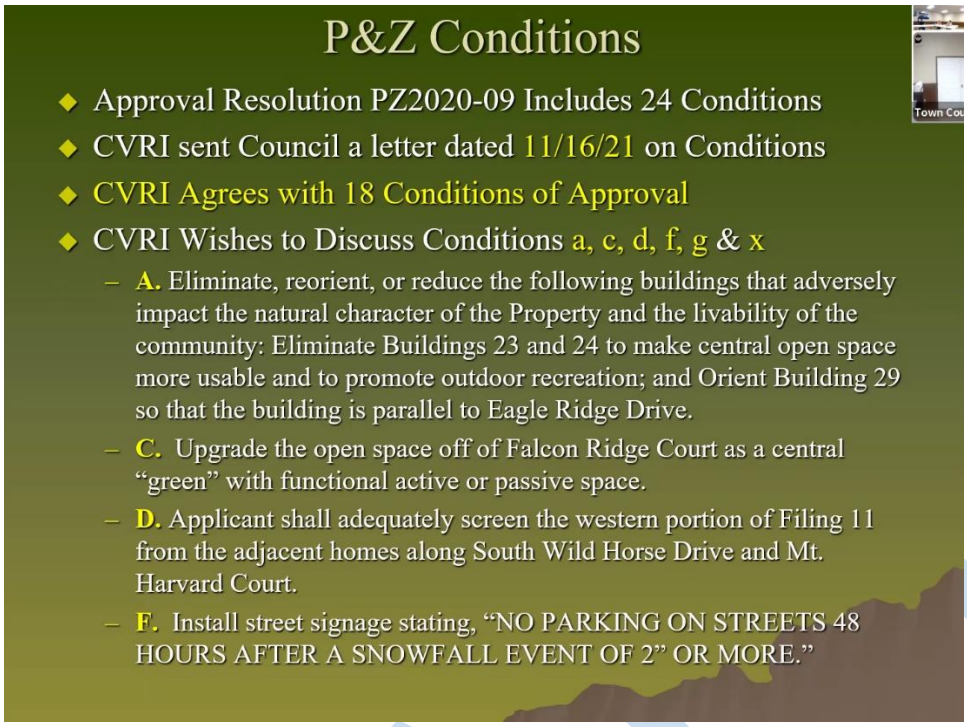


Engineer Cokley said that the town did not have snow storage calculations, so he used Glenwood Springs of 15% as an example. Engineer Cokley said Filing 11 was providing 18% of the paved area for snow storage. Planner Farrar said that New Castle averaged 11 inched of annual snowfall according to the town comprehensive plan.




Planner Farrar said the issue of parking had also come up. He said they exceeded the parking requirements of the town, but that there were 85 units with two off-street parking spaces each which equaled 170 spaces. There are 90 internal on-street parking spaces. Serenity Park Circle and Falcon Ridge perpendicular parking spaces were 27, and on Bear Canyon there were 30 on-street spaces for a total of 317 parking spaces in the project.

Planner Farrar reviewed the P&Z conditions. P&Z approve resolution PZ 2020-9 included 24 conditions. As a result of those conditions, CVR Investors sent a letter to the council on November 16, 2021 on each of those conditions, offering their response to them. Planner Farrar said that CVR Investors agreed with 18 of the conditions of approval, but wanted to discuss conditions a, c ,d, f, g & x.




Condition A. Planner Farrar said that Eagle Ridge Drive was now renamed to Serenity Circle. He said that they had already reoriented building 29, but they objected to eliminating any more units from the project. He said that they felt that the central area that P&Z suggested as an active or passive open space location was better located in Serenity Park in the southwest portion of the project. He reiterated that they had no more obligation to contribute any more open space, but they were willing to do that. Planner Farrar said eliminating those two dwellings after reducing the density from the original 106 units to 85 was pushing the limits of financial viability for the project. When units are removed, particularly from the cul-de-sac, you are taking a double-loaded street (buildings on both sides) to a single-loaded street, adding cost to remaining units in the project. He said that did not make things more affordable. He said they partially agreed with condition A, but there was part they did not agree with.

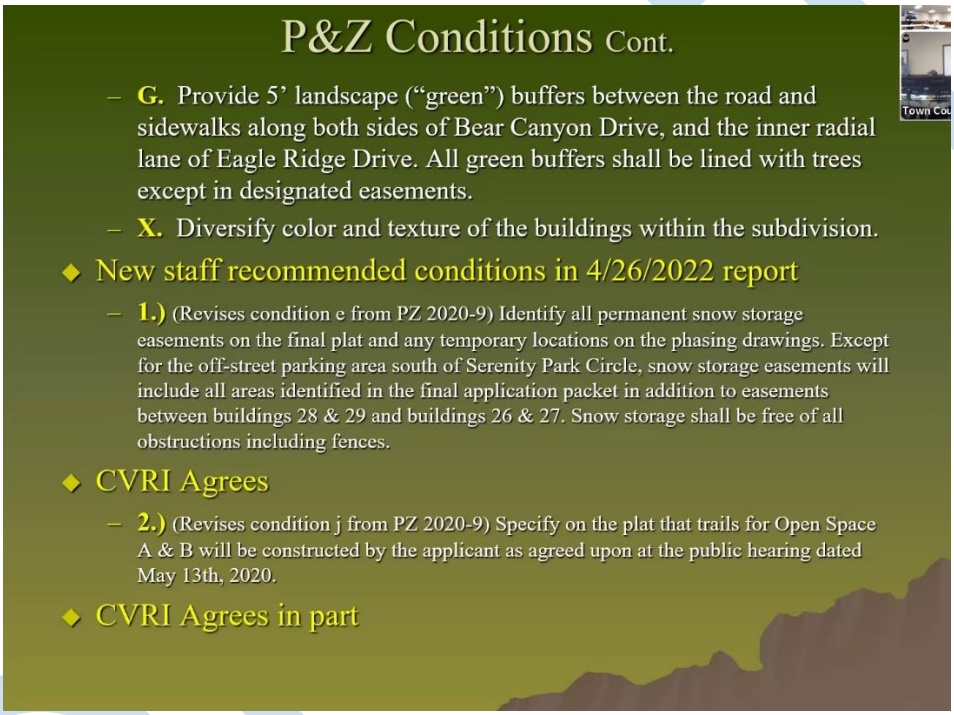
Condition C. Planner Farrar said that he deferred to prior comments in the they believed Serenity Park was a better to do it.

Planner Farrar said that in the central cul-de-sac there would be private open space. They believed their target audience or buyers will be older folks who are less likely to be less receptive to having a playground or active open space right outside their first-floor bedroom.

Condition D. Planner Farrar said he had shown the illustrations, aerial shots and actual ground views of areas across open space that exist in town that work very well, they were triplexes, not duplexes and they felt that a compatible transition of housing type. Planner Farrar said they were willing to plant on tree per unit, so two trees per duplex. They will

be evergreen trees, not deciduous and lose their leaves. He said they will also put in a six-foot opaque fence along the boundary of the project.

Condition F. Planner Farrar said that they appreciated the challenges of snow removal. He said he had been a town manager and knew first-hand about the complaints and about the struggles of the public works departments. However, he said that if the town had an ordinance for the provision for snow removal, he said they will be happy to comply. Otherwise, they felt was a dangerous precedent to have customized snow-plowing in various locations throughout town. He again said that f there was a standard, they will be happy to comply, but they did not believe a customized snow removal provision in the project was a viable solution.




Condition G. Planner Farrar said that they agreed to have a separate sidewalk on Bear Canyon Drive as a green buffer, but internal to the project, he said the town's ordinance required that the sidewalk be connected to the curb. He said they understood some of the thinking on that, but it was not consistent with the town's own regulations.

Condition X. Planner Farrar said that they were willing to change the color of the units, but texture becomes a problem as it added to the cost of the units. He said they thought the design of the structures, the final design was up to the architectural review committee. He said that if the town council or P&Z add their own version of an architectural and design approval, it could be in conflict with the ultimate decision of the architectural committee. He said they felt it should be left to that committee for those types of decisions. That was how it was in Lakota, and that was how it was in CVR for probably all the other units, although he was not sure.

Planner Farrar said that staff had come up with four additional conditions in their April 26, 2022, report.

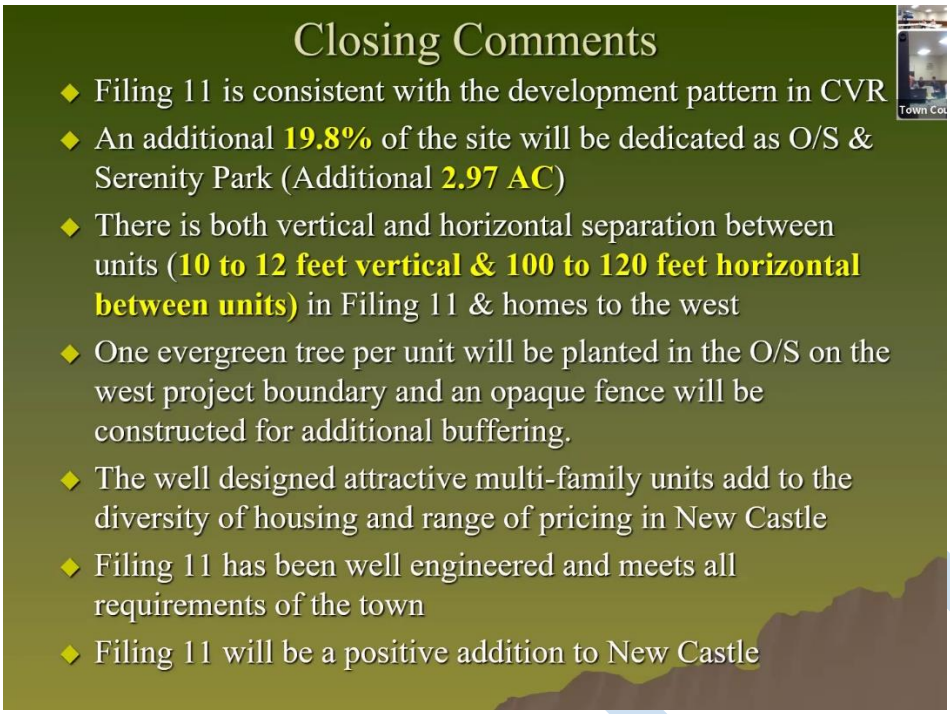
Condition 1. Planner Farrar said that they agreed with condition 1 and were willing to comply.

Condition 2. Planner Farrar said that a portion of open space A will be dedicated to the town. He said that they had pushed the trail to the base of the hill below units on S Wildhorse Drive so they could plant trees on the border of the project, so at maturity, they will not interfere with the trail. He further stated that there will be a park dedication that will be paid to the town at the time of building permit, and they felt that the property will be dedicated to the town, and it will be the town's obligation to construct the trail A in that open space.
Regarding open space B, Planner Farrar believed that related to a sidewalk along Castle Valley Boulevard. Presently, there was no sidewalk existing on either side of the project boundary, and he asked where that sidewalk should end heading west. Mr. Aaron Atkinson said he thought it would end at S Wildhorse Drive. Planner Farrar said that was the closest sidewalk and he believed it to be a 5-foot sidewalk, not an 8-foot sidewalk, and it was asphalt. Downhill, heading east from the project there was no sidewalk until you got to the senior housing. He said they would be willing to construct the sidewalk, but it will terminate where there was no sidewalk until there was further development. Planner Farrar said they agreed in part as they will construct the sidewalk in open space B, but the trail in open space A they felt was the obligation of the town.

Condition 3. Planner Farrar said CVR Investors agreed. It made sense.

Condition 4. Planner Farrar said they agreed in part. He said they agreed with the Town Engineer. Regarding the Town Public Works Director letter and comments. He said they agreed with most of those. They did agree with the phase plats and amended final plats being approved by the town attorney before recordation. Planner Farrar said they will come back to the public works letter.

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Planner Farrar made the following closing comments:

Filing 11 was consistent with the development patterns in Castle Valley Ranch.
That they were providing an additional 19.8% of the site will be dedicated as open space and Serenity Park (an additional 2.97 acres).

There was both vertical and horizontal separation between until (10 to 12 vertical and 100 to 120 feet horizontal) in Filing 11 and the homes on S Wildhorse Drive.

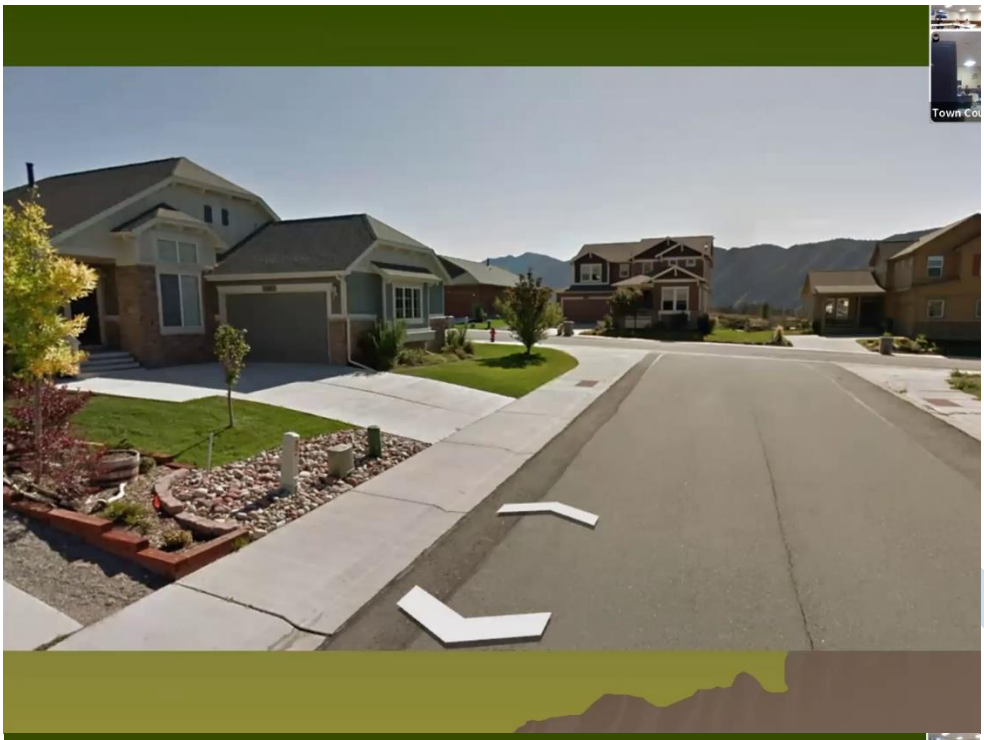
They will plant one evergreen tree per unit in the open space on the west project boundary. (someone interrupted) Planner Farrar said he stood corrected in that they will provide a tree for each unit for the town to plant in the area that will be dedicated to the town. He said that CVR Investors will construct the opaque fence on the west side of the units to provide additional buffering.

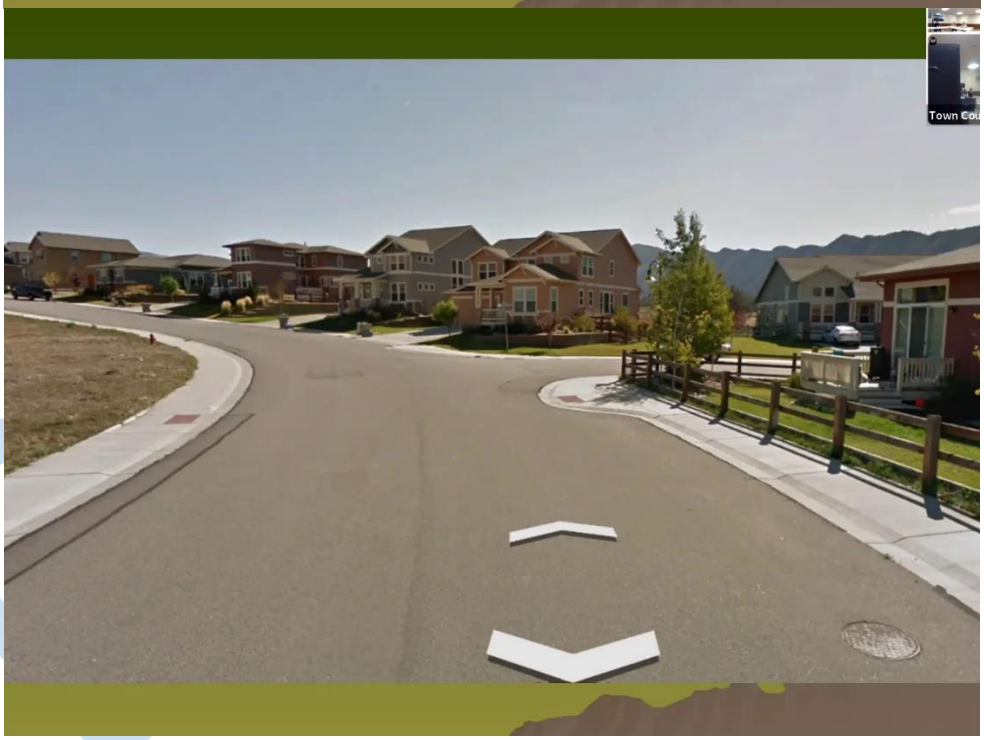
The felt they had a well designed attractive multi-family units that added to the diversity of housing and range of pricing in New Castle.
Filing 11 had been well engineered and met all the requirements of the town. He noted that they were happy to work out any details with the town engineer.

Filing 11 will be a positive addition to the town of New Castle.

Planner Farrar said they will come back to the public works letter.

He thanked the council for their time.





Planner Farrar shared some Google Earth photos of the street view from Kit Carson Peak, looking west towards S Wildhorse Drive and from S Wildhorse looking northeast. He noted that in phased development, what happened was the homes that developed last in undeveloped areas will be homes that block your view. It was the natural sequence of events in a development. The point being that someone was going to look through homes. He said the photos depicted something more obstructive that their project where the S

Wildhorse homes will be 10 to 12 feet above the Filing 11 units and there will be opaque fences and heavy landscaping to mitigate the impact.

March 16, 2022, Letter from Public Works Director John Wenzel:

**From:** John Wenzel
**To:** Paul Smith; jeffs (jeffs@sgm-inc.com)
**Cc:** David H. McConaughy; Haley Carmer (hcarmer@garfieldhecht.com); Dave Reynolds
**Subject:** RE: CVR Filing 11 20220113 FinalPlanResubmittal - Updated
**Date:** Wednesday, March 16, 2022 3:53:32 PM
**Attachments:** image001.png

HI Paul,
I have had the opportunity to review the "final" application for filling 11 and have the following comments:

Plat Notes: Ownership and maintenance responsibilities for open space tracts D, E, F, & G are not defined. They must be the responsibility of the HOA.

Trail construction in Open Space A is listed as being performed by the Town. It must be performed/constructed by the Developer. 8' wide asphalt trail with 6" of structural base material. Trail construction parallel to Castle Valley Boulevard is list as 5 feet wide. It must be 8 feet wide.

The Cul-de-sac island surface must be 4" concrete. No landscaping or irrigation.

If the HOA is to maintain all of the exterior landscaping, than individual raw water supply services are not necessary.

A potable water service line and curb stop, for a sample station, must be installed. Preferably near Unit 14A. The town will provide and install the station. All we need is the service line and curb stop.

A water main line gate valve at the connection point in Mount Harvard should be installed.

C Ave is shown as asphalt millings . It is asphalt paving south of 171 C Ave. The roadway must be repair with like materials.

Fire Hydrant manufacturer is not listed. Fire Hydrants must be Kennedy K-81.

The storm water utilities seems insufficient. Storm water from Bear Canyon must travel more than 1,200 feet before it is picked up by a drain inlet near Falcon Ridge. This could be a problem in the winter months, especially because this neighborhood is on the shady side of Mount Madras. I think Jeff S. should take a look at the design.

Thank you.
John

DRAFT

Referring the public works letter, Planner Farrar said that regarding ownership and maintenance responsibilities, everything in the project, including Serenity Park, will be the responsibility of the HOA.

Regarding trail construction in open pace A, Planner Farrar said they felt that was an obligation of the town, and that was the purpose of the park dedication fee. He said those funds will go towards that as spelled out in the second amendment to the annexation agreement.

Regarding Trail construction along Castle Valley Boulevard, Planner Farrar said that they will match the sidewalk that was there because is made no sense to build an 8-foot wide sidewalk that went to an existing 5-foot or 6-foot wide sidewalk. He again said they were willing to match what was out there, and he reminded the council that it will end at their project.

Regarding the cul-de-sac island being 4" of concrete – Planner Farrar agreed they will do that.

Regarding the HOA to maintain all the exterior landscaping. Planner Farrar noted that they will do that on the properties that are within the project.

Regarding the water sampling station, Planner Farrar said they were happy to do that as they understood the value of that.

Regarding the water main line gate valve at Mt. Harvard Planner Farrar said they would do that.

Regarding C Avenue repairs, Planner Farrar agreed they will replace that and put it back the way it was.

Regarding the Kennedy K-81 fire hydrant, Planner Farrar agreed they will comply with that request.

Regarding the comments about storm water utilities being insufficient, Planner Farrar said that they will defer to the Town Engineer's recommendations on storm water management and drainage.

Planner Farrar asked for comments from the team.

Engineer Cokley agreed that they would adhere to Engineer Simonson's comments and address those comments in terms of the constructability and phasing so that it could be included in the subdivision improvements agreement (SIA). Engineer Cokley said that was the main thing, that they would comply with Engineer Simonson's comments and make it a successful project.

Attorney McConaughy said that when Planner Farrar ran through the list of conditions and noted which they could and could not agree with in the staff report, he wanted to make sure they agreed with condition W which was not in green in the staff report.

DRAFT

*Condition W: Dedicate for public use a single-track hiking and biking easement at the base of Ganley Hill as a trail connector between Mount Medaris and Prendergast Hill.*

Planner Farrar said he thought they were willing to do that, and he said he also said that they were willing to have discussions about dedication of that area that encompassed Ganley Hill and Prendergast wherever they had ownership. Hopefully they would be able to move forward on that constructively, and they would be open to discuss dedication of that area to the town as public land. Which again, was way above what they were required to dedicate. He said they would provide an easement in there for a trail.

Mayor A Riddile asked the owner if he had any questions.

Mr. Aaron Atkinson said that he did not because Planner Farrar had done a great job, but that he would be happy to respond to questions.

Attorney David Myler said that he had come into the project late, but that he had been doing (land use) for a very long time. He said that the review the project had undergone, particularly with P&Z was very thorough, very exhaustive and to get to the point where there were just 5 conditions to talk about, that they did not agree on, was pretty remarkable. He felt that everyone involved should applaud themselves for all the hard work that had been done. Attorney Myler said that there were common sense, practical reasons that came into play with the 5 disputed conditions that should be the basis for a resolution so that he and attorney McConaughy did not have to 'arm wrestle' over vested rights issues.
Attorney Myler thanked the council.

Mayor A Riddile said that he would open it up to public comments and he told the audience the rules:

1. State your name and address for the record
2. You will have three minutes to speak. The Clerk will keep time.
3. Please don't be repetitive. If someone complains about density, someone else doesn't need to restate that compliant, simply say 'I agree'.

Bronwyn Rittner, 720 W Main Street. Ms. Rittner said that there were a few things she wanted to point out as a concerned citizen.
There was a letter from Adam Cornely concerning that open space for trail use behind that development. She pointed out that the letter was not included in the presentation packet.
Clerk Harrison said that letter was included in the full council packet.
Ms. Rittner said another item that was not mentioned was the police department. She said there was no mention of what stresses this may place on them. She noted that the subdivision would add approximately 170 vehicles to the roadways. It will also add about 230 people to the community, and a national average of 136 more dogs. She said that not only did these things stress our code, and issues for the police to handle, but it also stressed the town's laws. She said she would like to hear from the police chief about how

it will affect the department. She said she also knew that it was difficult to find housing for additional officers and she felt that was another consideration for the development. Mayor A Riddile said for the record there were some citizen letter included in the packet. There was one from Bonnie Daniels, one from a group of citizens in CVR and LCR with approximately 35 signatures on it, and one from Adam Cornely.

Myrna Candreia, 26 Foxwood. Ms. Candreia asked Planner Farrar what he meant that they were excluded from the comprehensive plan. Planner Farrar said that when the (town) was beginning the process of updating the comp plan, they heard from the developers of CVR and LCR and they were asking if the comp plan would change their projects because they were already PUDs, mater planned communities. The decision/discussion was that it would not include them. He thought Councilor Leland may remember some of that. Planner Farrar said that most of the time was spent on other parts of the town, and a lot of it was regarding the McInnis property east of town. Ms. Candreia said that regarding condition 4, that he would come back to the letter from the public works director, and she asked if he had done that. Planner Farrar said that was the last letter he had covered. Ms. Candreia asked that the council take their time because this was their legacy. She said they all lived and worked here, and she wanted them to give the application careful thought.

Denise Scheberle, 507 S Wildhorse. Ms. Scheberle said that she was one of those adjacent to the project. She said she had been concerned about the project and she understood there were public values that they wanted to maximize for the town. She thought if the council were not careful, what was unique and special about New Castle will become the same-old nothing special at all. Ms. Scheberle said that she felt the developer had gone some distance in making improvements, but she felt there was more to go. She said that the open space A being talked about was the town's own hill. She said that really there was only a very narrow space that the developer has contributed and the rest of it was the town hill. Ms. Scheberle said that as a learning organization and town, we needed to learn from our mistakes and she a lot of what had transpired over the past few years where people who lived on Redstone and Foxwood and Cathedral Court and Capital Court saying AH! Parking is very challenging and it was very difficult getting in and out of the units. She said that we needed to be careful and don't repeat the mistakes of the past, and that meat that we had to learn from what was not working well in other parts of the town. Ms. Scheberle asked to draw to the council's attention to page 218 where a walkway went up the hill and connected to S Wildhorse. She said that it was a very steep little hill and people her age might find that a little bit challenging. Also, there was rip rap that went up. The main storm drain that fed into the pond behind the houses and the development would run into that. She said it looked like the rip rap would direct water into the town hill and then bypass it down to the walkway Ms. Scheberle said she did not think it was altogether toe right thing to do.

Mayor A Riddile told Ms. Scheberle that her time was up.

Sally Linden, 805 Ute Circle. Ms. Linden said that there were two things that had not been detailed. Wildfires, and she understood that people poo-pooed it, but she came from

California where her family had lost homes on multiple occasions. She said you cannot predict wildfires, and the winds that we get (here) were unbelievable. She said that the configuration of the project, the fire marshal was concerned about the trucks getting out. No one took into consideration people trying to evacuate. Trucks were coming in and people trying to evacuate out. Ms. Linden said that if we had learned anything at all from the Marshall Fire in Superior, they got out in seconds, but it took then and hour and a half to get out of the project. She said that Castle Valley needed to be widened. The sidewalk they talked about that the developer wanted to match, she felt should be a lane made in Castle Valley. Ms. Linden said that if there we got into a wildfire, we would be toast. We will not be able to get out of here. She said she had been told that there would be a roundabout put down by City Market in 2025. She felt that if there was a fire this year, we were screwed, and adding that many more people in that project where it winds around and people are trying to get out with two to three-plus cars, we aren't going to make it. Ms. Linden said her other concern was the wildlife corridor. She said that where she lived she had more than 50 elk in her front yard for at least two weeks, and they came up from Castle Valley to C Street. Ms. Linden said the wildlife needed to be taken care of in the wildlife corridor.

Wayne Shelton, 501 S Wildhorse. Mr. Shelton said that he had been there for 13 years. He pointed out that if you Googled snowfall in New Castle it is46.5 inches per year, not 11 inches. Mr. Shelton said that if you look at the pictures, on the single-family dwellings, there was nowhere to park on the street. If you talk to the people who live on Foxwood, cars park everywhere. He said that parking on Serenity Circle would not work if that was the temporary snow removal place. He asked where the people were going to park when it snowed. People had issue on Foxwood with people blocking driveways. If you have single-family dwellings they have parking for four places. There is only two places for parking in (this) development. He said it would be a mess.

Connie Davis, 818 Ute Circle. Ms. Davis said that when it comes to comprehensive plans, which she always encourages when she speaks in Carbondale or here, we should stick to comprehensive plans. She said she saw them as a guideline and we don't exceed what was in the plans, but as time progressed and small towns grew, you start seeing the reality of comprehensive plans. She said that last week going to Carbondale where she had lived for 35 years, she was aghast as what she saw and was very disappointed. The cars and the three-story building right up on the walking path at the entrance to town. She said everyone knew about the car thing and it wasn't about the density of the project, it was about the density of the town, and she would like to see it slowed down. With the zoning projects going along Castle Valley Boulevard, she assumed there had been impact studies on Castle Valley Boulevard as it addresses not just one project, but all the project there are going forward. The grocery store. Ms. Davis said she did not see why going slow, creating .. she said she liked what the last gentleman said about single family homes. She felt it should be more of a mix like LCR with duplexes, patio homes and very expensive homes, a variety of socio-economic reality of peoples that mix when you have that. Ms. Davis said that was basically her comment but specified to the the variety of architectural design the other project in New Castle whose name she couldn't remember, triplexes, all those nice colors but thy were still cookie-cutter. Ms. Davis said she was sick of Colorado looking like cookie-cutter stuff all over the place anywhere in the state you go all in the name of affordable housing and all that, none of which turns out to be very affordable and the rents were outrageous, they have to be. She said she understood the

market though. Ms. Davis said that she understood the point of making a duplex look cohesive so that it sort of looked like a single family home. Ms. Davis said she did not understand why there could not be diversity in the architectural materials that are being used. She suggested that because there were three phases, could one sort of flow one way with certain materials and each phase could be different so it looked like three small neighborhoods. No cookie cutters. Ms. Davis thanked the council for what they do.

Mary Gervais, 140 Lakota. Ms. Gervais thanked the council for being public servants and she said that being in a volunteer job was not an easy thing. She said that she basically agreed with everyone, and she thanked people who wrote letters and people who were not in attendance. Ms. Gervais said that participating that made a community, people willing to take time. She said that she was disappointed to see that initially, it appeared that in the conditions that P&Z was asking for, five of them related to open space, paths and recreational opportunities that keep a community healthy, that make a desirable place to live. Initially, she said that all five conditions were rejected by the developer. She said at the end when there was the discussion about connecting Medaris and Prendergast with a trail, then only four of the five were rejected. Ms. Gervais said that she hoped that the town realized that having trails and open space was what made neighborhoods and towns desirable and healthy, and don't allow just the minimum. She asked for New Castle to be better.

Daniel Leifeld, 51 Mt. Yale Court. Mr. Leifeld said he had purchased his home in January 2021, knowing there would be development around it. He said he certainly understood how it worked. He commented that when the rest of the development was built, after these three phases, and he felt there was clearly more development coming, he was not worried about Filing 11 breaking the infrastructure of New Castle, he did not think that was an issue, but he was worried about future development. He said he was worried about being able to get out in a fire. Mr. Leifeld said he lived at 218 Capital Court for five years and if he had a dollar for every time his driveway was blocked, including the night his daughter was morn, he would likely be able to upgrade to a little bigger house. He said that parking situation was tough, and if no one believed him it was close to 10 o'clock at night and he invited everyone to drive through Capital Court and see if they could get down the street, turn around and get back. Mr. Leifeld said it was not efficient, did not work and if you've not lived there, you would not understand. He said that the other big difference between the Filing 11 townhomes and the ones referred to in Lakota as being next to single-family homes, he said there was no comparison. The Lakota townhomes were not even close to what was proposed.

Mayor A Riddile asked if anyone in the virtual world if they had a comment. There were none.

Aaron Atkinson, Owner of Filing 11. Mr. Atkinson said that he had been in front of council before, and he thanked them for hearing their application. He said he wanted to address a few things he heard. Regarding wildfire, police department and those types of concerns. He said they had been living it for years and there had been comments at previous hearing from the police department and addressing wildlife and things like that. He said those things had been considered an addressed in previous hearings. Mr. Atkinson appreciated everyone for attending and expressing their concerns for the community because they were concerned with it as well. Mr. Atkinson wanted to reiterate a concern

that someone had voiced about not just meeting the minimum requirements, and he said they absolutely agreed with that. As a result they had exceeded the parking allotment by a substantial amount; they had demonstrated their willingness to work with the town by reducing the number of units they wanted to bring online substantially from 106 to 85; they were still allocating and designating open space because even though that allocation in the second amended annexation agreement at 10% was already done, they wanted to continue to do that. Mr. Atkinson said that not meeting the minimum standards was something they agreed with. Regarding concerns about texture and color and mixture of products: one of the things that was driving them was the homeowners association design review guidelines that CVR had, and they did not want to get into a granular discussion about what each building would look like in terms of texture and siding, those had to be in conformance with the design review guidelines, they had to be approved by the design review committee of CVR, by people who were dedicating their time and wanted to offer their insight. Mr. Atkinson said that not meeting the minimum standards was very important to Filing 11. He thanked the council again for hearing what he had to say.

Mayor A Riddile said that regarding the time and the fact that there was other important business that needed to be taken care of, he said he wanted to continue the meeting. He asked if that would be okay with the Filing 11 team. Planner Farrar said that they would love to get it done but he said they recognized the late hour and said they did not want to pressure the council into making a decision.

Mr. Atkinson said it had been a very long time coming and they were anxious to get it done, but he said he did not want to pressure them either.

Mayor A Riddile asked Attorney McConaughy if it was okay to continue.

Attorney McConaughy said that the town code said they had sixty days after a decision by P&Z, but that step had been skipped by agreement, so it was difficult to calculate that. It said sixty days or as otherwise agreed, and everyone agreed to the meeting tonight, so he did not know where to begin counting.

Mayor A Riddile said he didn't want to go sixty days, and he asked if all the council members would be in attendance in two weeks or four weeks, because he wanted to see a full council. Clerk Harrison said those meeting would be either May 17 or June 7.

Mayor A Riddile asked how long it would take Clerk Harrison to get tonight's minutes complete. She said she would complete them immediately.

Mayor A Riddile said they could then continue to May 17. Attorney McConaughy said he would be in Delta on May 17, but Assistant Town Attorney Haley Carmer could attend May 17.

**MOTION: Mayor A Riddile made a motion to continue the Filing 11 meeting on May 17, 2022. Councilor Mariscal seconded the motion and it passed unanimously.**

DRAFT

**Consider Approval of a Trail License Agreement with Garfield RE-2 School District**
Attorney McConaughy told the council that at the last council meeting the agreement had been approved, and then it went to the school board. He said that the town had proposed a license agreement for the parking, and a permanent easement for the trail, and the school district would like a license for both. He said that the difference was that it could, theoretically, be revoked, but all the other terms and conditions remained the same. Administrator Reynolds said that the initial term of the agreement was 5 years. Attorney McConaughy said the agreement will automatically renew for additional five-year terms.
**MOTION: Mayor A Riddile made a motion to approve the Trail License Agreement with Garfield RE-2 School District. Councilor Mariscal seconded the motion and it passed unanimously.**

**Consent Agenda**
April Bills of $490,571.15
**MOTION: Councilor Hazelton made a motion to approve the consent agenda. Mayor A Riddile seconded the motion and it passed unanimously.**

**Staff Reports**
Town Administrator – Administrator Reynolds said that the department heads will interview a potential candidate for the treasurer position. He said that if that worked out, there will be a council interview at next council meeting. Administrator Reynolds said that Treasurer Burk and he were looking at a new budgeting tool called Clear Gov. He said that he had mentioned it in his managers report the previous week. He said the program would help with the budget process and make it easier for everyone. He also felt that the timing was great for a new treasurer coming in. Administrator Reynolds said that Councilor Hazelton had asked about the text program that the Town of Silt was using. He said they had looked into it, and the program was called Text My Gov. It was an annual subscription that would cost $6k per year. He said they had found out Silt was paying only $2k per year. He said that Administrative Assistant Rochelle Firth was heading up that project. Administrator Reynolds said that New Castle Gardens had a program where they had door hangers that were "What to do if you see a bear". He said there was a community member that wanted to distribute them to residents. In addition, the Roaring Fork Valley Bear Coalition was offering free straps that go on people's garbage can. He said in a conversation with Mountain Waste, they were not thrilled about straps. He thought the door hangers sounded okay, and it was a resident wanting to distribute the door hangers. Administrator Reynolds said that the project underway on CR 335, the Dow Rippy project. he said that staff had been in contact with Garfield County regarding that project and some stop work orders had been issued, and the county was trying to work them through the process of coming into compliance with the code. Administrator Reynolds said that there was a new program in Colorado called FAMLI, the Family Medical Leave Insurance Program that had been approved by the voters a few years ago. Essentially it was an insurance program that provided up to 12 weeks of paid time off for family medical. He said that the town had until December to opt out of the program, otherwise it would be a substantial cost to the town at approximately 1% of payroll. He said there will be more on that very soon. Administrator Reynolds said that Debbie Wilde with the Detox Center will be coming to council on May 17 to ask for funding.

Councilor Carey said that she thought the door hangers would be most effective along Buckthorn Road, because there were a lot of bears there last year. She also thought that homes that abutted open space. Administrator Reynolds said they would look into that.
Town Clerk – Clerk Harrison told the council that she thought all the invoices had come in for the election, and the total was just under the budgeted amount of $10k, so there were a few dollars left in that account. Clerk Harrison said she had met with Drifters Coffee Shop, and they had completed their liquor license application. She said that she would be meeting with the new owner and representatives of the Black Bear Bar & Grill regarding a liquor license transfer. Clerk Harrison said that Administrative Assistant Remi Bordelon will be attending her second year of Clerk's Institute in the summer.
Mayor A Riddile thanked Deputy Town Clerk Mindy Andis and Administrative Assistant Remi Bordelon for attending the council meeting and providing the extra help.
Town Treasurer – Treasurer Burk said that the pay increases for council members who were recently elected will be reflected in the next pay checks. Treasurer Burk said that the audit was going very well, and it should wrap up by the end of the week.
Town Planner – not present.
Public Works Director – not present.

**Commission Reports**
Planning & Zoning Commission – nothing to report.
Historic Preservation Commission – nothing to report.
Climate and Environment Commission – Councilor Leland said that Earth Day was great.
Senior Program – Clerk Harrison said that they went over March statistics for meals, classes and the traveler. She said they also received an executed copy of the Senior Programs MOU.
RFTA – nothing to report.
AGNC – nothing to report.
GCE – nothing to report.
EAB – nothing to report.

**Council Comments**
There were no council comments.

**MOTION: Mayor A Riddile made a motion to adjourn. Councilor Mariscal seconded the motion and it passed unanimously.**

The meeting adjourned at 9:56 p.m.

Respectfully submitted,

_____
Mayor Art Riddile

_____
Town Clerk Melody Harrison, CMC

DRAFT

DR 8400 (03/10/22)
**COLORADO DEPARTMENT OF REVENUE**
Liquor Enforcement Division

**Submit to Local Licensing Authority**

**88 GRILL**
**P O BOX 589**
**New Castle CO 81647**

| Fees Due | |
|---|---|
| | |
| Renewal Fee | 550.00 |
| Storage Permit $100 X _____ | $ |
| Sidewalk Service Area $75.00 | $ 75.00 |
| Additional Optional Premise Hotel & Restaurant $100 X _____ | $ |
| Related Facility - Campus Liquor Complex $160.00 per facility | $ |
| **Amount Due/Paid** | $ 625.00 |

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

# Retail Liquor or Fermented Malt Beverage License Renewal Application

**Please verify & update all information below** **Return to city or county licensing authority by due date**

| | | | |
|---|---|---|---|
| Licensee Name<br>88 GRILL | | Doing Business As Name (DBA)<br>88 GRILL | |
| Liquor License #<br>26-26577-0000 | License Type<br>Hotel & Restaurant (city) | | |
| Sales Tax License Number<br>26265770000 | Expiration Date<br>07/21/2022 | Due Date<br>06/06/2022 | |
| Business Address<br>502 W MAIN New Castle CO 81647 | | | Phone Number<br>9702421336 |
| Mailing Address<br>P O BOX 589 New Castle CO 81647 | | Email<br>TACOLORADO@YAHOO.COM | |
| Operating Manager<br>John Webber | Date of Birth<br>3-7-71 | Home Address<br>66 ESTHER CT SILT, CO 81652 | Phone Number<br>970-618-623 |

1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
   Are the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease_____

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☒ Yes ☐ No

3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☒ Yes ☐ No

3b. If so, which are you renewing? ☐ Delivery ☒ Takeout ☐ Both Takeout and Delivery

4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☒ Yes ☐ No D. H. Foodservice OB-8873-0000

**Affirmation & Consent**
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

| Type or Print Name of Applicant/Authorized Agent of Business | Title |
|---|---|
| John Weber | owner |
| Signature | Date |
| | 5/2/22 |

**Report & Approval of City or County Licensing Authority**
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.
**Therefore this application is approved.**

| Local Licensing Authority For | | Date |
|---|---|---|
| Signature | Title | Attest |
| | | |

DR 8495 (07/23/19)
**COLORADO DEPARTMENT OF REVENUE**
Liquor Enforcement Division

# Tax Check Authorization, Waiver, and Request to Release Information

I, John Webber am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Elk Creek Mining LLC DBA BB Grill (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

| Name (Individual/Business) | Social Security Number/Tax Identification Number |
|---|---|
| BB Grill | 84-1600722 |
| **Address** | |
| 502 W. Main St P.O. Box 589 | |
| **City** | **State** / **Zip** |
| New Castle, CO 81647 | CO / 81647 |
| **Home Phone Number** | **Business/Work Phone Number** |
| 970-984-0828 | 970-984-0828 |
| **Printed name of person signing on behalf of the Applicant/Licensee** | |
| John Webber | |
| **Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)** | **Date signed** |
| | 5-12-22 |

**Privacy Act Statement**

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).