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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Agenda

New Castle Town Council Regular Meeting

Tuesday, March 18, 2025, 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

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. Consider a Letter of Interest from Richard Parks for Appointment for a Vacant Seat on Planning & Zoning Commission

B. Continued from March 4, 2025: Consider Ordinance TC 2025-1, An Ordinance of the New Castle Town Council Recommending Conditional Approval of a Final PUD Development Plan and a Final Subdivision Plat for Castle Valley Ranch PUD Filing 13 (9 N Wild Horse Dr) and Vested Rights for the same (2nd reading)

C. Continued from March 4, 2025: Consider Resolution TC 2025-7 - A Resolution of the New Castle Town Council Approving Subdivision Improvements Agreement for Castle Valley Ranch, Filing 13, 9 North Wild Horse Dr

D. Consider Referral from Garfield County Regarding Ule Mini Storage – Parcel 218101300248 and 218101300249 south of Colorado River Road (CR 335) across from the River Park Condominiums

E. Consider Resolution TC 2025-8 – A Resolution of the New Castle Town Council Supporting the Commitment of Funds from the 2025 Budget to Support the Colorado River District Purchase of the Shoshone Water Rights

Consent Agenda
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.

March 4, 2025 minutes

Staff Reports
Town Administrator
Town Clerk
Town Treasurer
Town Planner
Public Works Director

Commission Reports
Planning & Zoning Commission
Historic Preservation Commission
Climate and Environment Commission
Senior Program
RFTA
AGNC
GCE
EAB
POSTR

Council Comments
Items for Future Council Agenda

Adjourn

Mindy Andis,

Town Clerk

Town of New Castle, Colorado

I am submitting my letter of interest for the Towns Planning and Zoning Commission vacant position.

I have served as a Planning and Zoning Alternate Commissioner since November 2021. I enjoy my service to the Town in this position and like to think my questions and comments at the meetings provides valuable input to the process of reviewing, approving or denying an application.

I feel that my knowledge of the Regulations and process of Planning and Zoning have improved greatly since my first meeting. I always review the material provided prior to the meetings, look thru the Code book and Comprehensive Plan for applicable information and have often visited the sites to get a firsthand feel for the site and proposed project.

My attendance record is very good, and I have I have only missed a few meetings mostly due to health issues related to my accident in 2022.

I would be honored to be considered for the vacant Commissioner position.

P.S. I also serve as a Commissioner on the Historic Preservation Commission and intend to keep that position moving forward either as a Commissioner or Alternative.

Thank you for your consideration.

Sincerely,

Richard Parks

361 Fass Ranch Road

720-530-6999

Richp445.rp@gmail.com

Karp Neu Hanlon PC
ATTORNEYS AT LAW

Michael J. Sawyer, Esq.
Partner

Email: mjs@mountainlawfirm.com
Direct: 970.928.2118
Office: 970.945.2261 x 117

DATE: February 27, 2025

TO: New Castle Town Council

FROM: Karp Neu Hanlon, P.C.

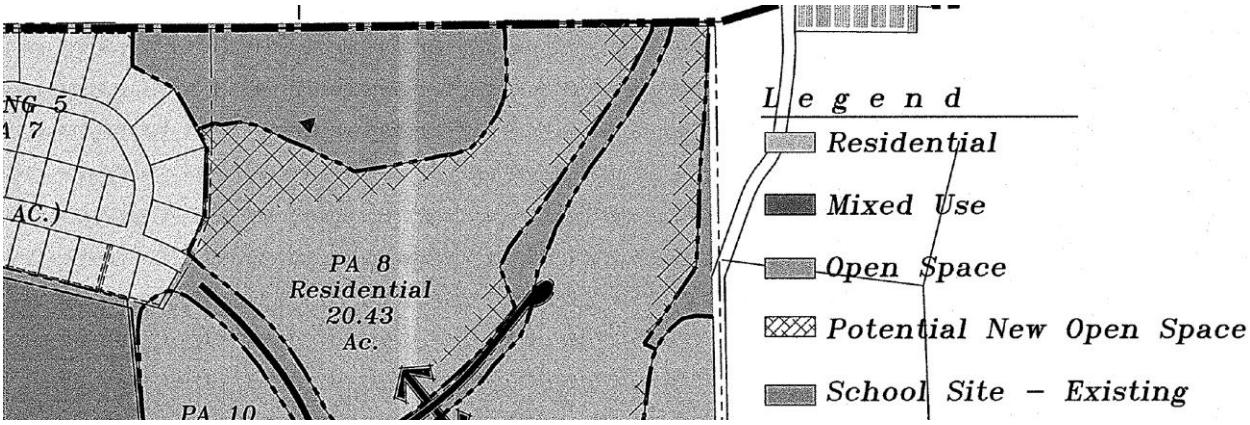
RE: Open Space Dedication

At the February 18 Council meeting, Councilperson Riddle asked about the dedication of open space areas that are part of the 9 Wildhorse subdivision. The open space is designated to be dedicated to the Homeowners Association, and not to the Town.

In follow up, I spoke with the developer's attorney Chad Lee about the question of ownership of the open space parcels that are part of the 9 North Wildhorse subdivision (Parcels 1 and 2 on the Final Plat). Chad explained that during the preliminary plan submittal, there was a discussion that the open space would be owned by the Homeowners Association. I have some recollection of this and the conveyance of the open space to the Homeowners Association has been included in the Subdivision Improvements Agreement draft for some time.

Chad explained that the open space is viewed as an amenity for the multifamily development to be used for passive open space. This development, while subdivided into 3 Lots and 2 open space Parcels, will be owned by one owner. The developer wants the Homeowners Association to have control over the open space in order to ensure that it is not used for more intensive purposes. This also includes an interest in ensuring that the Homeowners Association can prevent trespass outside of the designated trail corridors (e.g. camping which a government may have trouble controlling). Finally, the open space is a location where some amounts of fill pursuant to the grading plan will be deposited. Similarly, drainage and utilities run across portions of the open space and would need to be formalized into easements if Parcels 1 and 2 are conveyed to the Town. The developer would prefer that the open space be owned by the Homeowners Association subject to the trail easements. They are prepared to discuss this point in more detail at the council meeting.

By way of background, portions of the property subject to the 9 North Wildhorse plat are zoned under the CVR PUD as open space.



In reviewing the County GIS, it appears that other areas within CVR that were zoned open space were subsequently dedicated to the Town at times that development plats were approved. Provisions in the Second Amended CVR Annexation Agreement and Site Specific Development Plan Agreement (Second ADA) and Ordinance No. 2002-2 dealing with open space include:

The amended PUD zoning.

(3) **Open Space and Parks**

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

Section 7.a. of the Second ADA.

a. Land Dedication. Developer shall dedicate to the Town not less than 10% of the acreage of the PUD for public purposes as defined in Section 16.16.160(a)(1) of Ordinance No. 262, and Developer has agreed to dedicate or donate (as chosen by LDI in its sole discretion) to the Town additional acreage within the PUD as generally shown on the Updated Master Plan Map. All dedications shall be free and clear of any liens or encumbrances that would interfere with the intended uses of such open space. In order to ensure compliance with this provision, for each and every dedication of real property to the Town within the PUD, Developer agrees to provide the Town, at Developer's sole expense, a policy of title insurance in a form acceptable to the Town as reasonably determined by the Town Attorney. No final plat shall be approved with land dedication of less than 10% of the land contained within such final plat unless, at the time of approval, the total acreage of all publicly-dedicated lands within all approved final plats of the PUD would amount to 10% or more of the total acreage of all such platted lands. Any dedication of land having a slope of 35% grade or more shall not count towards satisfaction of any open space dedication requirements.

The Town's position on the CVR dedications is that the "total acreage of all publicly-dedicated lands within all approved final plats of the PUD […] amount to 10% or more of the total acreage of all such platted lands." In other words, the total required dedications in aggregate have already been met. We worked with Craven on this a couple years ago in relation to the CVRI application. The agreement does provide that the Developer will dedicate additional acreage in the PUD as shown on the exhibit (a portion of which is depicted above).

c. Maintenance. The parties shall have the following obligations for maintenance of parks, open space and multi-use open space parcels with the PUD.

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

Staff believes that the 10% open space dedication has been met but that the additional dedications identified in the Second Amended ADA could include the open space areas identified on the zoning map. That said, Staff is comfortable with the Developer proposal of having open space owned by the Homeowners Association with dedicated trail easements as shown on the plat. Staff doe not recommend having the trail areas dedicated in fee title because that would create a number of small parcels. If Council decides to require the open space to be dedicated to the Town, staff recommends giving the applicant time to update the plat to reserve applicable easements and to make modifications to the subdivision improvements agreement.

TOWN OF NEW CASTLE, COLORADO
ORDINANCE NO. TC 2025-1

AN ORDINANCE OF THE NEW CASTLE TOWN COUNCIL GRANTING CONDITIONAL APPROVAL OF A FINAL PUD DEVELOPMENT PLAN AND A FINAL SUBDIVISION PLAT FOR CASTLE VALLEY RANCH PUD FILING 13 (9 N WILD HORSE) AND VESTED RIGHTS FOR THE SAME

WHEREAS, R2 Partners, LLC ("Owner") is the owner of certain real property within the Town of New Castle, Colorado (the "Town") described in the attached Exhibit A, which property is located within the Castle Valley Ranch PUD (the "Property"); and

WHEREAS, the Property is zoned Residential Multifamily (MF-2) within the Castle Valley Ranch PUD; and

WHEREAS, on June 26, 2024, the Planning & Zoning Commission approved a Preliminary PUD Development Plan ("Preliminary Plan") and Preliminary Plat ("Preliminary Plat") for the Property; and

WHEREAS, at a duly noticed public meeting on November 13, 2024, Owner ("Applicant") submitted an application requesting approval of a Final PUD Development Plan ("Final Plan") and a Final Plat (the "Final Plat") for the Property (collectively, the "Application" as further defined below) to the Town of New Castle Planning & Zoning Commission ("Commission"), which recommended that Town Council approve such Application with conditions; and

WHEREAS, the Application proposes the construction of 130 residential units (26 townhomes and 104 apartments, 80 of which are "live/work" residences in two (2) two-story buildings and two (2) three-story buildings and 24 of which are "empty nester" units in two (2) two-story buildings) and open space areas on a total of 31.92 acres; and

WHEREAS, Applicant has requested vested rights for the Final Plan, which Final Plan constitutes a site-specific development plan under Section 16.36.020 of the Town Municipal Code; and

WHEREAS, pursuant to Code Section 16.36.060, a duly-noticed public meeting was held by Town Council on February 18th, 2025 (1st reading) and March 4th, 2025 (2nd reading), to consider the Application and vested rights for the Final Plan; and

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

WHEREAS, Town Council has determined pursuant to Section 16.36.050 of the Code that vested rights for the Final Plan are appropriate considering the development of the Property; the substantial benefits conferred upon the Town and its citizens by the

additional open space, sales tax revenue, employment opportunities, and affordable housing opportunities incorporated into the Property's residential multifamily development; and the other unique characteristics of the proposed development; and

WHEREAS, based on the Application, testimony, and other information presented, subject to compliance with the terms and conditions of this Ordinance, Town Council finds that the Application complies with the following review criteria set forth in Sections 16.16.020(G) and 17.100.050(H) of the Code:

1. Consistency with the comprehensive plan;
2. Compliance with zoning and density requirements;
3. Compatibility to neighboring land uses;
4. Availability of town services from public works (including water and sewer services), fire, and police;
5. Adequacy of off-street parking and vehicle, bicycle, and pedestrian circulation;
6. The extent to which any required open space or parks are designed for active or passive use by residents of the subdivision or the public; and
7. Development consistent with the natural character, contours, and viewsheds of the land; and

WHEREAS, Town Council finds further that the Application meets the goals described in Code Section 16.04.010, satisfies the criteria set forth in Code Section 17.72.090, and conforms or will conform with the conditions of approval of the Preliminary Plan; and

WHEREAS, Town Council now desires to approve the Application and vested rights for the Final Plan and Final Plat pursuant to the terms and conditions of this Ordinance.

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 Town Council.

2. Definition of the Application. The "Application" consists of the documents and information identified on Exhibit B, plus all representations of and other documents presented by the Applicant reflected in the recordings and minutes of the Planning and Zoning Commission public meeting held on November 13, 2024, and the Town Council public meetings held on February 18, 2025, and March 4, 2025.

3. Approval of Final Plan. The Final Plan proposes:
   a. The development of 130 residential units (26 townhomes and 104 apartments, 80 of which are "live/work" residences in two (2) two-story buildings and two (2) three-story buildings and 24 of which are "empty nester" units in two (2) two-story buildings) and open space areas as depicted on the Final Plat/Plan for

the 9 North Wild Horse PUD Subdivision dated February 26, 2025 on a total of 31.92 acres, and as otherwise described in the Application;

b. Multifamily use areas in the locations and with the acreage depicted on the Final Plat dated February 26, 2025;

c. Use and other zoning standards as described and depicted in the Final Plan;

d. Building elevations and architectural design and materials as described and architectural drawings and floor plans depicted in the Final Plan, and;

e. The subdivision of the Property into three development lots and two open space parcels as shown on the Final Plat/Plan; and

f. Amended final plats for the parcels will be submitted for approval at the staff level, provided that the amended final plats and multifamily buildings are in substantial conformance with the approved Application.

Town Council hereby approves the Final Plan and Final Plat, subject to compliance with all conditions set forth in Section 7 of this Ordinance.

4. Zoning. Development and use of the Property under the Final Plan is subject to the following restrictions and requirements:

a. The restrictions and requirements of the MF-2 Zone District of the 9 North Wild Horse PUD Zoning Regulations, Section 17.104.080 of the Code, as set forth in Exhibit C hereto and as such regulations may be amended or recodified from time to time;

b. All other applicable provisions of the Code; and

c. All applicable Ordinances of the Town.

6. Vested Rights. Town Council finds that the requirements of Section 16.36 for obtaining vested rights have been satisfied and hereby approves the vested rights period for the Property to be ten (10) years from the effective date of this Ordinance.

7. Conditions. Approval of the Application, Final Plan, and Final Plat are subject to and contingent upon satisfaction of the following conditions:

a. The maximum building height of Buildings B1, B2, B3, & B4 and Townhomes TH-B15 and TH-B16 shall not exceed the building elevations presented in the Final Plan.

b. All site specific development applications subject to the provisions of the International Fire Code or matters requiring fire alarms and/or fire suppression

shall be submitted to the Fire Marshal for review and comment.

c. The applicant shall comply with all recommendations of the Town Engineer, Town Public Works Director, and Town Attorney provided in response to review of the Application.

d. All exterior lighting to be dark-sky compliant per the comprehensive plan. Parking lot lighting should be on timers to reduce the light duration at night while maintaining security lighting as needed.

e. The location and manufacturer of any electric vehicle supply equipment installed within the public right of way shall be at the discretion of Public Works.

f. Applicant will use all diligent efforts to obtain a temporary construction easement, generally conforming to that depicted in the Application, to accommodate construction vehicle circulation for the buildout of PA 8 & 9 (R2 Partners LLC) and PA 12 (TC Midwest LLC) until the completion of either PA 12 or PAs 8 & 9, whichever is first. The easement agreement shall require a semi-impervious surface, a track pad at the intersection with Castle Valley Blvd. and safety fencing along the length of the easement to prevent unauthorized entry into the easement area. Notwithstanding the Applicant's obtaining an easement or not, any damage to public infrastructure, including but not limited to, asphalt bike paths, landscape irrigation, underground utilities, and landscaping caused by the construction vehicles mentioned above shall be the responsibility of the Applicant. The design of the easement shall be approved by the Public Works Department and Town Engineer prior to permitting. Landscaping and grade of PA 12 shall be restored to its initial state once construction operations are completed. If the temporary construction easement is obtained, Town staff has authority to accept the easement on behalf of the Town.

g. All trash dumpsters shall be located within an approved trash enclosure that extends six feet high and includes a bear resistant latching mechanism. Trash receptacles for townhomes shall be of a bear resistant type and stored inside.

h. A declaration of covenants for the common interest community that are to the satisfaction of the Town Attorney. The form of the declaration of covenants shall be finalized before consideration of the Final Plat by the Town Council. Recordation of the declaration of covenants shall be accomplished at or before recording of the Final Plat.

i. A subdivision improvements agreement ("SIA") containing an engineer's stamped cost estimate of public improvements, to the satisfaction of the Town Attorney. The form of the SIA shall be finalized before consideration of the Final Plat by the Town Council. Recordation of the SIA shall be accomplished at or before recording of the Final Plat.

j. Provide a construction phasing plan for inclusion in a subdivision improvements agreement. Identify, at minimum, each of the following components:

- Buildout phases if necessary;
- 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 to the project;
- Measures to be taken to control fugitive dust during construction;
- Provisions for the protection and preservation of all existing vegetation, including trees, shrubs, and native grasses that do not interfere with the construction of buildings, roads, or utility infrastructure.

k. Landscaping shall incorporate native grasses and plants that minimize maintenance, mowing, and irrigating. The landscaping plan shall be approved by the Parks Department. Plans submitted for building permit for any building shall demonstrate no more than 2,500 square feet of sod per dwelling unit as specified in 13.20.060 of the Municipal Code.

l. All disturbed areas in the project shall be revegetated and maintained in a predominantly weed free condition.

m. 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.

n. 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.

o. The sale of individual lots, parcels or units may not occur until a plat creating the lot, parcel or unit is recorded with Garfield County and security for public improvements has been received by the Town.

p. The Applicant and Town Council reached final agreement on an affordable housing covenant that includes three (3) total restricted units (one 1-bedroom and two 2-bedroom units) offered at a rate of not more than seventy-five (75%) of the then-current free market rent.

The affordable housing covenant shall designate the general housing type for each unit as necessary, without specifying the exact location of each affordable housing unit. The affordable housing covenant shall designate authority to the Town to choose qualified renters in accordance with the Town's housing regulations. If the property or any affordable housing unit were ever to be part of a further subdivision or if Lots 1, 2, and 3, as depicted on the Final Plat, are ever sold into separate ownership, the Town will apply its then-current affordable housing regulations and modify the affordable housing covenant accordingly. The affordable housing covenant shall be finalized before consideration of the Final Plat by the Town Council. Recordation of the affordable housing covenant shall be accomplished at or before recording of the Final Plat.

q. Finalization of water rights dedication requirements for the project. Calculation of irrigated areas and finalization of EQR dedication requirements. A warranty deed conveying the required water rights in the Coryell Ditch shall be executed and recorded together with the Final Plat.

r. Should issues arise about property management or community security, which are not cured after Town notice, the matter can come back for Planning & Zoning and Council review and the potential imposition of additional responsive conditions.

s. Prior to issuance of a building permit, the Applicant shall present to the Town Council, for comment, on building architecture, materials, and colors to be used in construction of the project.

t. The Town shall not issue a building permit until the finance director confirms the Applicant owes no outstanding invoices to the Town for a time period of 90 days or greater.

u. Prior to recordation of the Final Plat, Applicant shall provide the Town with an executed and recorded water line easement in a form acceptable to the Town Attorney and Town Engineer.

8. Applicability. The terms and conditions of this Ordinance apply to Lots 1, 2 and 3 and Parcels 1 and 2 as depicted and described on the Final Plat. This Ordinance does not apply to Lot 4 depicted and described on the Final Plat except and to the extent that Lot 4 is created by the Final Plat authorized herein.

9. Severability. Each section of this Resolution 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 hereof, the intent being that the provisions of this Resolution are severable.

10. Effective Date. This Ordinance shall be effective 14 days after final publication pursuant to Article IV of the Town Charter.

INTRODUCED on first reading on February 18th, 2025, at which time copies were available to the Town 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 Town Council of the Town of New Castle, Colorado, on March 4th, 2025, read by title and number, passed without amendment, approved, and ordered published as required by the Charter.

TOWN OF NEW CASTLE, COLORADO
TOWN COUNCIL

By: _____
Art Riddile, Mayor

ATTEST:

_____
Mindy Andis, Town Clerk

Exhibits: Exhibit A: Legal Description; Exhibit B: List of Application materials; Exhibit C: Code Section 17.1-4.080

EXHIBIT A
Legal Description

A PARCEL OF LAND BEING A PORTION OF THE 'OPTION PROPERTY', AS DESCRIBED IN THAT QUIT CLAIM DEED, RECORDED SEPTEMBER 21, 2009 AS RECEPTION NO. 775392, AND BEING SITUATED IN THE SW1/4 OF SECTION 29, SE1/4 OF SECTION 30, THE NE1/4 OF SECTION 31, AND THE NW1/4 OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE 1/4 CORNER, BETWEEN SAID SECTIONS 29 AND 30, A 3.25" BRASS CAP ON 2" IRON PIPE STAMPED "1/4 S30/29 BLM 1988", THENCE N 89° 36' 48" E THE ASSUMED BASIS OF BEARINGS ALONG THE SOUTHERLY LINE OF THE 2ND AMENDED EXEMPTION PLAT OF LAKOTA CANYON RANCH, RECORDED FEBRUARY 4, 2008 AS RECEPTION NO. 742257, A DISTANCE OF 1308.59 FEET TO THE NORTHEAST CORNER OF SAID 'OPTION PROPERTY', BEING A #5 REBAR & 1.25" YELLOW PLASTIC CAP STAMPED "CLAYCOMB ENG L.S. 3174", SAID CORNER BEING COINCIDENTAL WITH WESTERLY AND SOUTHERLY LINES OF RECEPTION NO. 742257;

THENCE S 00°55'44" E, ALONG EASTERLY LINE OF SAID 'OPTION PROPERTY', AND THE SAID COINCIDENTAL WESTERLY LINE OF RECEPTION NO. 742257, A DISTANCE OF 1002.40 FEET, TO A POINT ON THE NORTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED, RECORDED APRIL 15, 2010 AS RECEPTION NO. 784749;

THENCE THE FOLLOWING TWENTY-ONE (21) COURSES ALONG THE NORTHERLY, WESTERLY, EASTERLY AND NORTHERLY LINES OF SAID RECEPTION NO. 784749;

1. N 89°54'27" W A DISTANCE OF 116.87 FEET;
2. S 54°50'38" W A DISTANCE OF 173.10 FEET;
3. S 00°02'34" E A DISTANCE OF 167.50 FEET;
4. S 32°41'48" E A DISTANCE OF 88.46 FEET;
5. S 00°55'44" E A DISTANCE OF 289.40 FEET;
6. S 14°00'12" W A DISTANCE OF 22.45 FEET;
7. S 28°56'08" W A DISTANCE OF 541.68 FEET;
8. 122.69 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 219.00 FEET, A CENTRAL ANGLE OF 32°05'54", THE CHORD OF WHICH BEARS S 44°59'05" W, A DISTANCE OF 121.09 FEET;
9. 102.92 FEET ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 481.00 FEET, A CENTRAL ANGLE OF 12°15'33", THE CHORD OF WHICH BEARS S 54°54'14" W A DISTANCE OF 102.72 FEET;
10. N 51°02'22" W A DISTANCE OF 247.25 FEET;
11. 30.23 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 6°17'51", THE CHORD OF WHICH BEARS S 42°06'34" W A DISTANCE OF 30.21 FEET;
12. N 44°48'48" W A DISTANCE OF 174.82 FEET;
13. N 56°40'07" W A DISTANCE OF 55.13 FEET;
14. N 63°30'38" W A DISTANCE OF 55.33 FEET;
15. N 71°43'03" W A DISTANCE OF 57.57 FEET;
16. 104.09 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 6°08'54", THE CHORD OF WHICH BEARS N 11°34'51" E A DISTANCE OF 104.04 FEET;
17. N 16°07'55" E A DISTANCE OF 50.00 FEET;
18. N 18°54'59" E A DISTANCE OF 221.52 FEET;
19. N 30°00'58" E A DISTANCE OF 50.41 FEET;
20. N 67°17'36" W A DISTANCE OF 131.42 FEET;
21. 104.00 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 23°50'05", THE CHORD OF WHICH BEARS N 79°12'39" W, A DISTANCE OF 103.25 FEET, TO A POINT ON THE NORTHEASTERLY LINE OF NORTH WILD HORSE ROAD, AS DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED SEPTEMBER 25, 2007 AT RECEPTION NO. 733780;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID NORTHEASTERLY LINE OF NORTH WILD HORSE ROAD, BEING SITUATED PARALLEL TO AND 67.50 FEET NORTHEASTERLY OF THE WESTERLY LINE OF SAID 'OPTION PROPERTY', ALSO A COINCIDENTAL LINE WITH THE NORTH PARK PARCEL RECORDED APRIL 17, 2007 AT RECEPTION NO. 721291;

1. 38.30 FEET ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 491.25 FEET, A CENTRAL ANGLE OF 4°28'00", THE CHORD OF WHICH BEARS N 04°02'01" W A DISTANCE OF 38.29 FEET;
2. N 06°16'01" W A DISTANCE OF 314.42 FEET;
3. 263.68 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 281.25 FEET, A CENTRAL ANGLE OF 53°43'01", THE CHORD OF WHICH BEARS N 33°07'31" W, A DISTANCE OF 254.13 FEET;
4. N 59°59'02" W A DISTANCE OF 338.00 FEET, TO A POINT ON THE WESTERLY LINE OF SAID 'OPTION PROPERTY';

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE WESTERLY LINES OF SAID 'OPTION PROPERTY';

1. N 21°44'01" E A DISTANCE OF 132.03 FEET;
2. N 02°06'39" E A DISTANCE OF 226.38 FEET;
3. N 00°23'12" W A DISTANCE OF 381.09 FEET, TO A POINT ON THE NORTH LINE OF THE TO A SW1/4 OF SECTION 30;

THENCE S 89°47'18" E ALONG SAID NORTH LINE SW1/4 OF SECTION 30, A DISTANCE OF 308.87 FEET, TO THE POINT OF BEGINNING,

COUNTY OF GARFIELD, STATE OF COLORADO.

EXHIBIT B

Final PUD Application Materials

A. Applicant Final Plan Application & Appendix – February 18, 2025;
B. CRFR Fire Marshal Referral, Orrin Moon – October 18, 2024
C. Town Engineer Comments, Jefferey Simonson – January 29, 2025
D. Town Public Works Director Comments, John Wenzel – October 21, 2024
E. Temporary Easement Access Referral, TC Midwest, LLC – October 28, 2024
F. Public Hearing Notice, with Legal Description for Final Plan P&Z – November 13, 2024
G. Notarized Affidavit of Public Hearing Notice – November 5, 2024
H. List of Adjacent Property Owners within 250 Feet

EXHIBIT C
Code Section 17.104.080

17.104.080 Zone districts for updated PUD master plan.

This section defines the zone district classifications set forth above in Section 17.104.020(F) throgh (L), which shall apply to all PUD development plan applications filed on or after March 1, 2002.

A. Residential.

1. SF-1: large lot single-family detached residential district providing lower density housing in areas for larger lots.

2. SF-2: small lot single-family detached residential district allowing for a variety of single-family housing alternatives within Castle Valley Ranch.

3. MF-1: multifamily townhouse and patio home district allowing for creative approaches to development with housing alternatives that are sensitive to existing and surrounding land uses.

4. MF-2: multifamily district allowing higher density including apartments.

B. Mixed Use.

1. 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. 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.

2. 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.

C. Open Space and Parks.

1. OS/P: open space and parks district providing recreation and open space opportunities to the community of Castle Valley Ranch and the town of New Castle.

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

Schedule of Permitted Land Uses							
Use	OS/P	SF-1	SF-2	MF-1	MF-2	MU-1	MU-2
Detached dwelling units	*	P	P	P	*	P	P
Attached dwelling units with rear yards	*	*	*	P	P	P	P
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 and administrative	*	*	*	*	*	P	P
Banks	*	*	*	*	*	P	P
Personal service shops	*	*	*	*	*	P	P
Restaurants and taverns	*	*	*	*	*	P	P
Gasoline service	*	*	*	*	*	P	P
Retail businesses	*	*	*	*	*	P	P
Office warehouse	*	*	*	*	*	P	P
Warehouses and storage (other than office warehouse)	*	*	*	*	*	*	P
Manufacturing uses	*	*	*	*	*	*	P
Service industrial uses	*	*	*	*	*	*	P
Parking facilities	P	C	C	P	P	P	P
Public parks, playgrounds and related accessory structures 5,000 sq. ft. or less	P	P	P	P	P	P	P
Private parks and playgrounds and related accessory structures 5,000 sq. ft. or less	*	P	P	P	P	P	P
Recreation facilities including, but not limited to health facilities, hobby rooms, activity rooms, meeting rooms, pools, gymnasiums, ball fields, tennis or basketball courts, volleyball courts, and any building of fields or play surfaces designated for	P	P	P	P	P	P	P
Pedestrian and bicycle trails	P	P	P	P	P	P	P
Private horse stables	*	C	*	*	*	*	*
Entry and monumentation	P	C	C	C	C	C	C
Open space and parks	P	P	P	P	P	P	P
Scientific, environmental, or interpretive educational uses	C	*	*	*	*	*	*

P: permitted uses

C: conditional uses

*: use prohibited

E. Bulk and Density Standards—Purpose and Intent. The purpose of the bulk density is to indicate the requirements for building location and height in both residential and nonresidential developments. Also included are regulations indicating the lot area, setbacks and fence heights.

Bulk and Density Standards							
Zoning Requirements	OS/P	SF-1	SF-2	MF-1	MF-2	MU-1	MU-2
Minimum lot area	n/a	8,000 sq. ft.	4,000 sq ft.	2,200 sq. ft.	2,200 sq. ft.	n/a	n/a
Minimum lot area per dwelling unit	n/a	8,000 sq. ft.	4,000 sq. ft.	2,200 sq. ft.	1,600 sq. ft.	n/a	n/a
Minimum lot frontage	n/a	none	none	none	none	none	none
Maximum floor area/ land ratio	n/a	n/a	n/a	n/a	n/a	0.6:1	0.6:1
Maximum principal building height	35′	35′	35′	35′	40′	40′	40′
Maximum accessory building height	20′	20′	20′	20′	20′	25′	25′
Minimum front yard setback	n/a	25′	18′	18′	18′	15′	15′
Minimum front yard setback with side-on garage	n/a	15′	10′	10′	10′	n/a	n/a
Minimum side yard setback	n/a	8′	5′	0′	0′	5′	5′
Minimum distance between buildings, not including architectural projections of up to 2 feet	n/a	16′	10′	10′	10′	10′	10′
Minimum side yard setback adjacent to Castle Valley Blvd	n/a	25′	20′	20′	20′	20′	20′
Minimum side yard setback adjacent to collector street	n/a	15′	15′	15′	15′	15′	15′
Minimum rear yard setback	n/a	20′	10′	10′	10′	10′	10′
Maximum front yard fence height,	n/a	42″	42″	42″	42″	n/a	n/a

fencing facing and visible from street, or located closer than 6 feet behind the front of the principal structure towards the street							
Maximum side yard fence height	n/a	72″	72″	72″	72″	n/a	n/a
Maximum rear yard fence height	n/a	72″	72″	72″	72″	n/a	n/a
Maximum rear and side yard fence height adjacent to public road (in.)	n/a	60″	60″	60″	60″	n/a	n/a
Minimum setback, rear and side yard fence adjacent to public road (ft.)	n/a	15′	10′	10′	10′	n/a	n/a

(Prior code § 13-22-080)

Karp Neu Hanlon PC
ATTORNEYS AT LAW

Michael J. Sawyer, Esq.
Partner

Email: mjs@mountainlawfirm.com
Direct: 970.928.2118
Office: 970.945.2261 x 117

DATE: February 27, 2025

TO: New Castle Town Council

FROM: Karp Neu Hanlon, P.C.

RE: Approval of Subdivision Improvement Agreement

As part of the approval of the final plan and final plat for 9 North Wildhorse subdivision is the approval of a subdivision improvements agreement (SIA). The SIA memorializes all of the commitments made during the subdivision process, identifies documents that need to be executed as part of the final plat recordation, and guides the development activities on the property including provision of security for public improvements, acceptance of constructed public improvements and warranty of the improvements. This memo touches on the more important parts of the SIA for 9 North Wildhorse.

A. At the time of recording the final plat, a dedication of water rights in accordance with the Second Amended CVR Annexation Agreement will be undertaken. SGM has reviewed the proposed water right dedication amounts and concurs in the calculations.

B. Easements for trails as depicted on the final plat will be dedicated to the town.

C. The language for the temporary access easement across the TC Midwest property has been softened in light of the fact that TC Midwest has not yet committed to grant the easement.

D. The developer and the town continue to negotiate with Lakota Canyon ranch for a water line easement crossing Lakota to bring water from a water tank to the developer's property. Completion of this easement is close. Lakota is requesting certain indemnifications from the town that work will be done on their property consistent with agreed upon plans. I have included language in the SIA placing a similar indemnification on the developer for any breach of the water line easement provisions occurring during the construction or warranty periods. Lakota is asking for a provision in the easement that would give them the ability to relocate the water line and pass the charges onto the then owners of the 9 North Wildhorse development. I have commented that such a provision would not be appropriate if the 9 North Wildhorse development were subsequently subdivided into individual lots meaning that individual homeowners would be responsible for that cost.

E. The affordable housing covenant has been updated pursuant to the discussion at the last council meeting.

F. The most recent version of the construction plans is attached. It is anticipated that some minor changes will occur in order to conform the plans with comments from public works and SGM.

G. Language has been added to require the developer to present a weed and dust control plan prior to starting construction on the project.

H. The developer will post security with the town in the amount of the engineer's cost estimate in order to assure that public improvements are completed. Exhibit K is the Developer's engineer's cost estimate. SGM needs to review this document for accuracy.

I. I have included provisions related to cost sharing. For the additional parking associated with VIX park, the developer came back with an updated cost estimate for the incremental cost in the amount of $122,954. The SIA states that the town will pay the developer this amount upon completion of the parking area and acceptance by the town. The amount of the cost has not yet been reviewed and approved by SGM.

J. I have prepared a separate cost recovery agreement related to North Wildhorse Rd. This agreement provides that the costs associated with constructing the road will be shared with other users based upon traffic generation counts.

K. The signature blocks for the SIA and many of the exhibits will be updated consistent with Developer's closing documents.

SUBDIVISION AND PUD DEVELOPMENT AGREEMENT
FOR CASTLE VALLEY RANCH, FILING 13, 9 NORTH WILD HORSE DR

THIS SUBDIVISION AND PUD DEVELOPMENT AGREEMENT (hereinafter the "AGREEMENT") is made this ___ day of _____, 2025, by and between the TOWN OF NEW CASTLE, COLORADO, a home rule municipality (the "Town") and R2 PARTNERSHIP, LLC, an Ohio limited liability company (the "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 Subdivision in the Town of New Castle, Colorado, more particularly described on **Exhibit A** (the "Property"); and

WHEREAS, Developer filed an application with the Town seeking approval of a Final PUD Development Plan (the "Final Plan") and final Subdivision Plat (the "Final Plat") for the Property for the creation of 130 residential units in 16 buildings on the Property; and

WHEREAS, the Town Council has approved the Final Plan and Final Plat subject to the terms and conditions set forth in Ordinance No. TC 2025-1; 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 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 Developer in connection with developing the Property and to set forth the fees to be paid by Developer in connection with the development. All terms and conditions contained herein are in addition to all terms and conditions of Ordinance No.TC 2025-1, the Town Code, state and federal statutes, and all previous 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**, which are incorporated herein by reference. Any terms defined in Ordinance TC 2025-1shall have the same meaning for purposes of this Agreement.

4. Fees and Dedications. In addition to any fees enacted by any ordinance of general applicability in the Town, the following fees shall be paid to the Town by Developer:

A. Reimbursement of Costs. Developer hereby agrees to pay the Town the actual costs to the Town for engineering, surveying, and legal services rendered in connection with the review of the subdivision of the Property. In addition, Developer shall reimburse the Town for the cost of making corrections or additions to the master copy of the official Town map, for the fee for recording the Final Plat and accompanying documents with the County Clerk and Recorder of Garfield County. Developer shall also pay any fees required pursuant to the Town Code. Interest shall be imposed at a rate of 1.5% per month on all balances not paid within thirty (30) days of the date provided for in this PUD Agreement. In addition to any and all remedies available to the Town and in the event the Town is forced to pursue collection of any amounts due and unpaid under this provision or under this PUD Agreement, the Town shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

B. Water and Sewer Taps/Fees. Developer, and its successors and assigns, shall pay water and sewer tap fees in the amount provided in Chapter 13.20 of the Town Code. Tap fees shall be paid at the time Developer or its successor applies for utility service for one or more lots or units within a multifamily building, *i.e*. at the time of issuance of a building permit for the construction of a residential unit or multifamily building.

C. Water Rights Dedication. At the time of recording the Final Plat, Developer shall execute and record a special warranty deed for water rights in the Coryell Ditch, attached as **Exhibit D**. Developer shall receive the water rights dedication discount of 0.25 EQR per residential dwelling unit provided for in Section 8.C.i of the Second Amended Castle Valley Ranch Annexation Agreement. The water rights dedication worksheet is attached as **Exhibit E**.

D. Easements and Dedications. At the time of recording the Final Plat, and as conditions of approval of the 9 North Wild Horse PUD, Developer shall cause documents of conveyance for the following property and easement dedications, to be recorded in accordance with forms subject to approval of the Town Attorney:

1. For non-motorized trails as depicted on the Final Plat in the form attached as **Exhibit C**;
2. Developer shall use diligent efforts to obtain a temporary construction access easement in the form acceptable to the Town Attorney, if such is granted by TC Midwest.

3. Parcel 1 and Parcel 2 conveyed to the owner's association in the form attached as **Exhibit G**.
4. A water line easement crossing a portion of Lakota Canyon Ranch in the form acceptable to the Town Attorney.

E. Other Recorded Documents. The following covenants benefitting the Town are conditions of approval of the 9 North Wild Horse PUD.

1. On or before recording the Final Plat, Developer shall execute and cause to be recorded an Affordable Housing Plan and Agreement with the Town of New Castle. The form of the document is attached as **Exhibit H**. Pursuant to the agreement, Developer shall restrict 3 units as affordable rental units.
2. On or before recording the Final Plat, Developer shall execute and cause to be recorded a Declaration of Covenants, Conditions, and Restrictions for 9 North Wild Horse PUD. The form of the document is attached as **Exhibit I**.
3. On or before recording the Final Plat, Developer shall form the 9 North Wildhorse Property Owner Association, Inc.

5. Specific Conditions. Developer agrees to perform the following conditions:

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

B. Building Elevations. The maximum building height of Buildings B1, B2, B3, & B4 and Townhomes TH-B15 and TH-B16 shall not exceed the building elevations presented in the Final Plat and the Plans and Specifications.

C. International Fire Code. All site specific development applications subject to the provisions of the International Fire Code or matters requiring fire alarms and/or fire suppression shall be submitted to the Fire Marshal for review and comment.

D. Approved Plans. The Public Improvements required by this Agreement (the "Public Improvements") shall be constructed in conformance with the plans and specifications submitted by Developer and approved in writing by the Town Engineer, the Town of New Castle Public Works Manual then in effect, and any utility plan (hereinafter collectively referred to as the "Plans and Specifications"), attached as **Exhibit** J.

E. Revegetation and Landscaping. Developer shall landscape the Property and incorporate protective erosion control and run-off measures to eliminate

erosion, revegetate, and maintain in a predominantly weed-free condition, any disturbed areas pursuant to the Plans and Specifications (the "Landscaping Plan"). Cost estimates of all common area and open space landscaping are attached as **Exhibit K**, guaranteed by the security required by this PUD Agreement, and shall be considered a public improvement hereunder. Specific components of the common area and open space Landscaping Plan shall include, but are not limited to:

1. Compliance with all applicable Town Code provisions;

2. Plans for installation and maintenance of seed mix and temporary irrigation;

3. Features to protect mature tree stands, where feasible.

Landscaping shall incorporate native grasses and plants that minimize maintenance, mowing, and irrigating. The landscaping plan shall be approved by the Parks Department. A maximum of 2,500 square feet per unit of landscaped irrigated area is allowed on the property.

F. Temporary Irrigation. Developer agrees to construct and install, at Developer's sole expense, an irrigation system sufficient to irrigate all disturbed areas requiring revegetation pursuant to the Plans and Specifications. At the time of recording the Final Plat, Developer (or its predecessor-in-interest) shall execute a temporary water lease to the Town for water rights in the Coryell Ditch for a period of 3 years to cover temporary irrigation on the Property. The temporary water lease shall be in a form attached as **Exhibit N**. Irrigation systems in the drainage ways and re-vegetated slopes may be installed temporarily for a period of three years and must be removed when revegetation has been established and irrigation is no longer necessary. Any temporary irrigation that exists beyond this three-year period will require new water rights dedication. Developer may use raw water to comply with this provision of the Agreement.

G. Irrigation Water. Developer shall install raw water infrastructure pursuant to the Plans and Specifications. Developer is entitled a 25% reduction in water tap fees and water rights dedication fees pursuant to Section 13.38.030 of the Town Code for installing such raw water infrastructure. Nothing herein guarantees the availability of raw water to serve the Property, which shall be determined by the Town in its sole discretion. Any irrigated area in excess of 2,500 square feet shall require additional water rights dedication pursuant to the Town Code. There shall be no reduction in tap fees or dedication fees for any reduced irrigated area.

H. Pedestrian Access. Developer shall install sidewalks along the north side of North Wild Horse Road, the south side of North Wild Horse Road along the

parking lot next to VIX Park, and Vista Loop, including proper ramps to the sidewalks where necessary that are in compliance with ADA requirements and in accordance with the Plans and Specifications. Maintenance of all internal roads, trails, sidewalks, and walkways within the Property, including the roadway surface, shoulder, footpaths and their asphalt, concrete or gravel driving surface or walking surface shall be performed by the 9 North Wildhorse Property Owner Association. The Town will maintain the non-motorized trails depicted on the Final Plat. In the event that the Association fails to adequately conduct such maintenance and after providing 14 days written notice, the Town may do so and invoice the Association for the work performed

I. Drainage Improvements. The Public Improvements identified in the Plans and Specifications include various drainage improvements. Developer shall construct these drainage improvements in accordance with the Plans and Specifications. Maintenance, repair and replacement of the drainage improvements shall be the responsibility of the 9 North Wild Horse Property Owner Association. The Association shall submit to the Town an annual drainage maintenance plan for the Town's review and approval. In the event that the Association fails to adequately maintain the drainage improvements and after providing 14 days written notice, the Town may do so and invoice the Association for the work performed.

J. 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 and that adequately controls dust during all phases of construction. Developer agrees to comply with and be bound by this plan throughout the development and approved operation of the Property. Developer further agrees to reseed the Property according to the seed mix used and approved by the Town's Park Department.

K. Parking. Developer has added additional parking spaces to the inner radius of Vista Loop near the townhome units. Developer shall also ensure that the covenants for the Property include provisions for reserved parking in shared lots as necessary. Signage on both sides of North Wild Horse Drive adjacent to VIX park shall read "No Overnight Parking at Any Time".

L. Parking Landscape Buffers. All outside parking areas facing residential-only use shall incorporate landscape buffers to obscure vehicles from view per Section 17.104.100 of the Code. In the event the aforementioned code section conflicts with the building code, the building code shall control.

M. Electric Vehicle Supply Equipment (EVSE). Pursuant to House Bill HB22-1362, specifically Section CV502.1 of the Colorado Model Electric Ready and Solar Ready Code, the Developer shall collaborate with Public Works

to site the required EVSE within the North Wild Horse Drive right of way adjacent to VIX Park. Public Works shall have the ultimate discretion of the EVSE supplier.

N. Temporary Construction Easement. Developer shall minimize construction traffic along North Wild Horse Drive by diligently attempting to obtain a temporary construction easement (the "Construction Easement") through the property owned by TC Midwest LLC. The Construction Easement, generally conforming to that depicted in the Final Plan, shall be constructed to accommodate construction vehicle circulation for the buildout of PA 8 & 9 (R2 Partners LLC) and PA 12 (TC Midwest LLC) until the completion of either PA 12 or PAs 8 & 9, whichever is first, or as otherwise agreed between the Town and TC Midwest. The easement shall consist of a semi-impervious surface, a track pad at the intersection with Castle Valley Blvd. and include standard safety fencing along the length of the easement to prevent unauthorized entry into the easement area. Any damage to public infrastructure, including but not limited to asphalt bike paths, landscape irrigation, underground utilities, landscaping shall be the responsibility of the Developer. The design of the easement shall be approved by the Public Works Department and Town Engineer prior to permitting. Landscaping and grade of PA 12 shall be restored to its initial state once construction operations are completed. To the extent no Construction Easement is obtained prior to construction, the Town and Developer shall work in good faith to develop a construction traffic management plan that mitigates disruption to Town residents to the extent possible.

O. Lot 4. Approval of the Final Plan for the development project for Lots 1, 2, and 3 grants no approval of development rights for Lot 4. Prior to construction of buildings or improvements, the Lot 4 owner shall undertake additional process as required by the Town Code.

P. Trash Enclosures. All trash dumpsters shall be located within an approved trash enclosure that extends six feet high and includes a bear resistant latching mechanism. Trash receptacles for townhomes shall be of a bear resistant type and stored inside.

Q. Energy Performance Standard. Developer shall collaborate with local environmental organizations and energy providers to establish an energy performance standard for the project that strives for maximum energy efficiency.

R. Dark Sky Lighting. All exterior lighting installed on the Property must be dark-sky compliant in accordance with the Final Plan, unless the Town approves an exception for security purposes. Parking lot lighting should be on timers to reduce the light duration at night while maintaining security lighting as needed.

S. Sale of Individual Lots. The sale of individual lots, parcels or units may not occur until a plat creating the lot, parcel or unit is recorded with Garfield County and security for public improvements has been received by the Town.

6. Restrictions on Development. Developer agrees to the following conditions and restrictions on development:

A. Grading and Excavation. No grading or excavation shall occur on the Property until the Final Plat has been recorded and security has been provided for all public improvements as required by this Agreement.

B. 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 the Property until:

1. The Final Plat has been approved by Town Staff, signed by all required parties, and recorded with the office of the Garfield County Clerk and Recorder.

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

1. Buildout phases identified if necessary;

2. Performance guarantee provided;

3. Traffic flow for construction equipment as each phase is completed;

4. Traffic flow for pedestrians and private vehicles during each phase;

5. Safety measures or procedures isolating construction from occupied units;

6. Safety measures or procedures for tenants of finished units;

7. Schedule submitted by Developer that identifies the sequencing of construction, sequencing of occupancy, traffic flow, and traffic control plans during construction;

8. Storage and staging areas for construction equipment and materials;

9. Drainage and erosion control best management practices;

10. Conformance to all requirements and specifications approved by the Fire Marshal concerning temporary access to the project; and

11. Provisions for the protection and preservation of all existing vegetation, including trees, shrubs, and native grasses that do not interfere with the construction of buildings, roads, or utility infrastructure and weed prevention plan.

12. Dust mitigation plan.

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

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

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

6. Developer has paid all tap fees and made all water rights dedications.

No Certificate of Occupancy shall be issued until:

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

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

7. Public Improvements. The Public Improvements are identified on the Plans and Specifications, and the estimated costs for construction of such improvements are set forth on **Exhibit K**. No lot, parcel, or unit of the Property as indicated on the Final Plat provided to and approved by the Town shall be sold and no certificate of occupancy shall be issued until the Public Improvements have been constructed and accepted by the Town, or adequate security covering the cost of construction of the same has been provided to and accepted by the Town. All Public Improvements shall be installed and completed at the

expense of Developer. 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 association and not the Town; provided that if the 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.

8. Construction Observation and Inspection.

   A. Pre-Construction Meeting. Developer shall hold a pre-construction meeting between the Town Engineer and 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 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 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 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, 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 9 and 10 below.

9. Completion of Public Improvements; Approval. Developer shall complete all Public Improvements no later than one year from the date of recording of the 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 12 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 Final Plat is recorded, security has been posted, 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.

Upon Developer's completing construction of the Public Improvements, 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. Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Plans and Specifications. Developer shall at its expense have "as-built" drawings prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the Town may require. 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.

10. Town Council Acceptance; Conveyance. Within thirty (30) days of the Engineering Acceptance Date, 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. The effective date of any resolution of acceptance under said section shall be known as the Final Acceptance Date. At the time of Final Acceptance by the Town Council, Developer shall provide a warranty security to the Town pursuant to Section 16.32.020(B) of the Town Code in a form acceptable to the Town Attorney (the "Warranty Security"), which

collateral is not to exceed fifteen (15) percent of the total cost of all Public Improvements secured by this Agreement.

11. Warranty. Developer shall warrant any and all Public Improvements and facilities conveyed to the Town pursuant to this Agreement (the "Warranty") for a period of two (2) years (the "Warranty Period") from the Final Acceptance Date. Such Warranty shall automatically terminate at the expiration of Warranty Period or two (2) years from the final repair or replacement required under the Warranty, whichever is later, unless otherwise agreed by the Parties. 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.

If Developer does not repair or replace damaged or inoperable improvements upon 90 days' notice (or such lesser period of time if the Warranty Security is going to expire in less than 90 days) from the Town, the Town shall have the right to do so and deduct the cost of the same from the Warranty Security. Such Warranty Security shall be held by the Town for the Warranty Period and shall be released upon the expiration of the same once all warranty issues have been resolved.

12. Performance Guarantee. The total amount of required security for the Public Improvements shall be 115% of the amount specified on **Exhibit K**.

A. To secure the construction and installation of the Public Improvements above described, for which Developer is responsible, Developer shall, prior to recording of the Final Plat, provide the Town with security in accordance with Section 16.32.010 of the Town Code and issued or confirmed by a financial institution acceptable to the Town Attorney (the "Security"), which Security shall be valid for at least 13 months from the date of recording of the Final Plat. If the time for completion of the Public Improvements is extended, the Security shall be similarly extended. Under the terms of the Security, the Town shall be allowed to present drafts and accompanying documents to the banking institution by overnight courier. The Town shall have the right to review and approve all terms and conditions of the 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, 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 Developer and the Town Engineer as set forth on **Exhibit K** attached hereto, which includes a 15% 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 K**, Developer shall be solely responsible for the actual cost. The purpose of **Exhibit K** 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 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 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 $10,000, which the Town may collect pursuant to the default and breach provisions of this Agreement.

E. Neither approval of any reduction to the Security shall be construed as the approval or acceptance of any of the Public Improvements, which approval and acceptance shall only occur in accordance with Section 16.32.020 of the Town Code.

13. Vested Property Rights. Pursuant to Section 16-36, *et. seq.,* of the New Castle Municipal Code, the Town and Developer agree that the Town Council's Final Plat approval of the Property constitutes the approval of a "Site-Specific Development Plan", as incorporated into this Agreement, and no further hearings are required. Pursuant to the approval by the Town Council of the Final Plat for the Property, the Town granted vested property rights for the Property for a period of ten (10) years from the effective date of the Town ordinance approving this PUD Agreement and the Final Plat upon the condition that Developer comply with all of the terms and conditions of this PUD Agreement, the Final Plat for the Property, and the development submittal. Such rights shall also be subject to the provisions of the New Castle Municipal Code, and Developer shall at its expense publish the vested rights notice required by C.R.S. §24-68-103(1) and New Castle Municipal Code Section 16-36-090.

14. Cost Sharing and Cost Recovery. The Town agrees that it will participate in cost sharing for certain public improvements related to VIX Park and will facilitate cost recovery for construction of North Wildhorse road.

A. The Town agrees to pay Developer the incremental cost of constructing additional parking areas on North Wildhorse road to serve VIX Park. The amount of Town's payment is identified on **Exhibit F**. The Town will make payment to Developer within 30 days of the Town's Approval (in accordance with Section 9) and Acceptance (in accordance with Section 10) of this Agreement. The parking areas shall be subject to and benefit from the warranty provisions in Section 11 of this Agreement.
B. The Town agrees to facilitate cost recovery by the Developer for the construction of North Wildhorse road in accordance with the provisions of the Cost Recovery Agreement attached hereto as **Exhibit M**.

15. Lakota Water Line Easement. In order to facilitate the Final Plan for the Property, Town has agreed to accept an easement across a portion of the Lakota Canyon Ranch development for a water line. The Easement Deed and Agreement for Water Infrastructure contains provisions for construction and restoration of facilities within the easement area together with indemnification requirements. Developer will be responsible for construction of the water line together with repairs and replacements during the Warranty Period. From the date of start of construction of the water line until completion of the Warranty Period, Developer hereby agrees to indemnify, defend and hold Town harmless from and against any judgments, claims, losses, awards, damage or any liability, including reasonable attorneys' fees and costs, which may result from the Developer's acts or omissions covering and including, but not by way of limitation, installation, excavation, fill, construction, maintenance, repair or replacement in the Easement Area.

16. Voluntary Agreement. Notwithstanding any provision of the Town Code, this Agreement is the voluntary and contractual agreement of Developer and the Town. Developer agrees 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 2025-1 are agreed to and constitute the voluntary actions of Developer.

17. 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:

A. Refusing to issue to Developer any grading permit, 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 Agreement have been breached by Developer. At the next regularly scheduled Town Council meeting, the Town Council shall either approve the filing of said affidavit or direct the Town Administrator to file an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further development may occur on the Property 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 this restriction;

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 the Property;

E. Red tag to halt work on any improvements currently under construction;

F. An action for breach of contract including the remedy of specific performance; and/or

G. 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.

18. Assignment. Developer may not assign this Agreement 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.

19. 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 the Property and all other approvals pursuant to Ordinance Nos. TC 2025-1. 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.

20. Waiver of Defects. In executing this Agreement Developer waives 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 Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

21. Runs with the Land. Developer and all other parties with an interest in title to the Property as hereafter is subdivided hereby acknowledge, or are deemed to acknowledge by virtue of recordation of the deed by which such owner takes title to a Lot within the PUD, that this Agreement shall constitute an irrevocable covenant running with the title to the Property as a burden thereon for the benefit of the Town of New Castle, or its assign, and shall be binding on Developer with respect to Developer's obligations under this Agreement and the 9 North Wildhorse Property Owner Association with respect to the owner association's obligations under this Agreement, and their successors or assigns. This agreement shall be enforceable by the Town of New Castle and its Town Council, and their respective successors and assigns, as applicable, or their designee, by any appropriate legal action including but not limited to specific performance, injunction, reversion, damages or eviction. The remedies provided herein are cumulative and not exclusive of all other remedies provided by law.

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

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

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

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

26. 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.

27. 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.

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

29. 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.

30. 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.

31. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. 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 P.O. Box 90 New Castle, CO 81647 Phone (970) 984-2311; Fax (970) 984-2312
With a copy to:	David H. McConaughy, Esq. Garfield & Hecht, P.C. 910 Grand Avenue, Suite 201 Glenwood Springs, CO 81601 Phone (970) 947-1936; Fax (970) 947-1937 E-mail: dmcconaughy@garfieldhecht.com
Notice to Developer:	R2 Partnership, LLC Attn: Barry Rosenberg PO Box 9833 Cincinnati, OH 45209

Phone:
E-mail: b.rosenberg@r2partners.com

With a copy to:

Chad J. Lee, Esq.
901 Grand Avenue, Suite 201
Glenwood Springs, CO 81601
chad@jvamlaw.com

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 _____, 2025, by Art Riddile, as Mayor, and by Mindy Andis, 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

R2 PARTNERSHIP, LLC

_____
Barry Rosenberg
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2025, by_____ (President) of R2 Partnership, LLC, a Colorado limited liability corporation.

WITNESS my hand and official seal.
My Commission expires:

_____
Notary Public

EXHIBIT A
Legal Description

Lots 1, 2 and 3, and Parcels 1 and 2 according to the Final Plat of Castle Valley Ranch Filing 13, PA 8 & PA 9, recorded in the public records of Garfield County as Reception No. _____.

EXHIBIT B
Application

A. Applicant Final Plan Application & Appendix – February 18, 2025
B. CRFR Fire Marshal Referral, Orrin Moon – October 18, 2024
C. Town Engineer Comments, Jefferey Simonson – January 29, 2025
D. Town Public Works Director Comments, John Wenzel – October 21, 2024
E. Temporary Easement Access Referral, TC Midwest, LLC – October 28, 2024
F. Public Hearing Notice, with Legal Description for Final Plan P&Z – November 13, 2024
G. Notarized Affidavit of Public Hearing Notice – November 5, 2024
H. List of Adjacent Property Owners within 250 Feet
I. Update Street Lighting N Wild Horse Dr – February 27th, 2025

RECREATIONAL TRAIL EASEMENT AND MANAGEMENT AGREEMENT

This Recreational Trail Easement and Management Agreement (the "Trail Easement Agreement") is effective _____, 2025 (the "Effective Date") between **CTS Investments, LLC** ("Landowner"), and the **Town of New Castle**, a home rule municipality whose address is 450 W. Main Street, PO Box 90, New Castle, CO 81647 (the "Town"). Both Landowner and the Town are a Party and together the Parties.

I. Recitals

A. Landowner owns certain real property in the Town of New Castle, Colorado and the County of Garfield, depicted on the Final Plat for the 9 North Wild Horse multi-use development attached as **Exhibit A** and further described by the Garfield County Assessor by Parcel No. 2123-2930-0194 (containing 61.216 acres more or less) and Parcel No. 2123-2040-0002 (containing 10.77 acres more or less) (the "Properties"); and

B. On June 15, 2020, Landowner granted a temporary Recreational Trail License and Management Agreement to the Town, recorded in the Garfield County records on _____, 2020 at Reception No. _____ (the "Trail License").

C. R2 Partnership, LLC ("Developer") is developing the 9 North Wild Horse multi-use development on a portion of the Properties;

D. As part of Developer's Final Plat process, the Parties and Developer want to fully revoke and replace the Trail License as it relates to the trails shown on **Exhibit A** with this Trail Easement Agreement to better define the rights and obligations related to the Town's use of the Properties; and

E. The Parties want the grant of the trail easement to be subject to management, public education, maintenance, trail closure, reasonable use restrictions, and rule enforcement obligations of the Town; and

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Landowner agree as follows:

II. Terms and Conditions

1. Incorporation of Recitals; Consideration. The Parties are entering this Trail Easement Agreement in consideration of the foregoing Recitals, which are incorporated as if restated verbatim here, and the mutual covenants stated in these Terms and Conditions.

2. Grant of Trail Easement. Landowner hereby grants to the Town a non-exclusive easement (the "Trail Easement") over and across the Landowner's Properties in the locations shown on **Exhibit A**. The Trail Easement may be used exclusively for recreational purposes as defined in C.R.S. §§ 33-41-102 and 103 by "invited guests" of the Town as the term is defined in C.R.S. §§ 33-41-103(2)(e)(I). The width of the Trail Easement shall extend 7.5 feet on each side of the centerline of each trail as depicted on **Exhibit A.** This Trail Easement does not under any circumstances authorize use by any person of any part of Landowner's Properties not included in the Trail License or Trail Easement as depicted on **Exhibit A**, as amended. With respect to the Trail Easement, all rights and obligations granted by the Trail License are hereby fully revoked and replaced by this Trail Easement Agreement. However, all other public trails on Landowner's Properties not included in the Trail Easement shall remain subject to the terms of the Trail License.

3. Reserved Rights; Easement Restrictions. The Town shall enforce reasonable time of day and use restriction of the public's use of the Trail Easement in accordance with the Town's standard enforcement practices for public trails and which may include but are not limited to, closing the Trail Easement between dawn and dusk, preventing camping, imposing leash requirements, and requiring a temporary or permanent trail closure for any reason. The Town shall post the relevant signage in accordance with the Town's Trail Management duties.

4. Trail Easement Management. The Town shall be responsible for all trail maintenance on the Trail Easement. The Trail Easement hereby includes an easement over and across Landowner's Properties as reasonably necessary for Town officials, employees or contractors to manage, improve, maintain, repair, survey, and close trails and to place signage and enforce rules and other provisions of this Agreement.

5. Town's Trail Management Obligations. The Town shall be responsible for the Trail Management in accordance with this Trail Easement Agreement. "Trail Management" means the entire range of activities, whether undertaken or not by the Town, associated with controlling, directing, allowing, and administering the use, operation, protection, development, repair, and maintenance of the Trail Easement for public recreational purposes, including administration of the Town's obligations under this Trail Easement Agreement, and all other purposes contemplated by C.R.S. § 33-41-103, subject to Landowner's rights. The Town shall bear all costs associated with Trail Management.

a. The Town shall warn the public, and provide immediate notice to Landowner, of any known dangerous condition, use, structure, or activity likely to cause harm within or around the Trail Easement area.

b. The Town shall have the right to authorize, limit, or prohibit use of the trails by members of the public as "invited guests" as the term is defined in C.R.S. § 33-41-103(2)(e)(I).

c. The town shall not name nor authorize or purport to authorize any other person, group or entity to name trails or post trail name signs anywhere on the Landowner's Properties.

d. The Town shall mark closed trails using tree limbs, rocks, or similar visual barriers and/or post signs reading "private property – Trail Closed – stay on designated trail" at appropriate locations such as trailheads and trail intersections to indicate when a portion of the Trail Easement is closed to the public. It is the Town's responsibility to inform the public about proper trail usage in accordance with this Trail Easement Agreement, and the Town must use reasonable efforts to advise members of the public to stay off closed trails and inform Landowner of any misuse.

e. The Town shall post reasonable signage in accordance with standard practice by the Town and may include signs informing the public that the Trail Easement travels through private property and to respect such private property, not to trespass, and that camping is not permitted.

6. No Representations, Warranties, or Responsibilities of Landowner. Landowner is not responsible for any condition, use, maintenance or non-maintenance of any trail on Landowner's Properties nor any activity on the Landowner's Properties by any person, including "invited guests" of the Town. Landowner makes no representations or warranties regarding the suitability of the land or any trail for any purpose whatsoever and extends no assurance that the Properties are safe for any purpose.

7. Limitation on Liability. Landowner, its successor, and assigns, shall be afforded all protection and liability limitations as set forth in C.R.S. § 33-41-101, *et seq.* with respect to the Trail Easement and all appurtenant maintenance and use. Nothing in this Trail Easement Agreement shall be deemed a waiver to the Town's governmental immunity, nor shall this agreement create any liability of the Town in the event that trail users or other persons commit trespass upon the Landowner's Properties.

8. Waiver of Claims. The Town waives any and all claims against the Landowner arising from use of the Landowner's Properties.

9. Development Rights. Landowner and Developer have certain approved PUD plans and vested rights related to the Properties. Nothing in this Trail Easement Agreement shall alter, modify, amend or affect in any way any of the development rights, vested rights, terms of annexation agreement(s) and/or approved PUD plan(s), or to create any additional requirements, obligations or

commitments thereunder, including but not limited to park, trail, or open space dedications or circulation/connectivity systems.

10. Notice. Any notice pursuant to this Trail Easement Agreement shall be in writing and shall be deemed effective as of the date of mailing by United States Mail or by transmission of E-Mail, if no failed deliver is received. Notice addresses may be changed by the same manner. Notice shall be addressed as follows:

To The Town	**Town Administrator** Town of New Castle PO Box 90, New Castle, CO 81601
With copies to	David H McConaughy, Esq. Garfield & Hecht, P.C. [Address] dmcconaughy@garfieldhecht.com
To Landowner	**Steven Craven** CTS Investments, LLC 343 Dakota Blvd. Boulder, CO 80304 nowintomesse@me.com
With copies to	**Chad J. Lee, Esq.** JVAM PLLC PO Box 878, Glenwood Springs, CO 81602 chad@jvamlaw.com

11. Non-Waiver. No failure by either Party to insist upon the strict enforcement of any right or obligation under this Trail Easement Agreement during the statute of limitations applicable to such right or obligation shall be deemed a waiver unless that waiver is specifically expressed in writing. The Parties specifically intend that no implied waiver of any right or obligation under this Trail Easement Agreement shall ever be implied from their conduct. If either Party believes at any time that the other Party has waived any right or obligation under this Trail Easement Agreement, that Party bears the burden of obtaining the waiving Party's written confirmation of the waiver. No waiver of any right or obligation under this Trail Easement Agreement shall be deemed continuing or shall be construed as a waiver of any subsequent or similar occurrence of that right or obligation.

12. Validity/Severability. If any provision of this Trail Easement Agreement is determined to be void or unenforceable by a court of competent jurisdiction, all other provisions shall remain in effect.

13. Binding Effect. This Trail Easement Agreement benefits and binds the Parties' respective successors, assigns, and fiduciary representatives to the same extent as the Parties. Any place that states "Landowner" shall be used interchangeably for Landowner and its successor and assigns.

14. Further Assurances. Each Party, upon reasonable request by the other Party, shall execute and deliver such additional documents, consents, or other instruments as are reasonably necessary to fulfill the covenants stated in or consummate the transactions contemplated under this Trail Easement Agreement.

15. Governing Law, Jurisdiction, and Venue. This Trail Easement Agreement is governed by and shall be construed under the laws of the State of Colorado without regard for any conflict-of-laws principles to the contrary.

16. Entire Agreement. This Trail Easement Agreement states the entire agreement between the Parties and integrates and supersedes all prior agreements, negotiations, or discussions relating to its contents.

Town of New Castle, Colorado

_____ Date: _____
By: Art Riddile, Mayor

Attest
_____ Date: _____
By: Mindy Andis, Town Clerk

Landowner: CTS Investments, LLC

_____ Date: _____
By: Steven Craven, Managing Member of CTS Services, LLC
Its: Manager

State of Colorado)
.)
County of _____)

The foregoing instrument was acknowledged before me on this ____ day of _____ 2025, by Steven Craven on behalf of CTS Investments, LLC.

Witness my hand and official seal:

My commission expires:

_____
Notary Public

Place Holder for Exhibit A

EXHIBIT C

AMENDMENT TO RECREATIONAL TRAIL LICENSE AND MANAGEMENT AGREEMENT

THIS AMENDMENT TO RECREATIONAL TRAIL LICENSE AND MANAGEMENT AGREEMENT (the "Amendment") is made and entered into this ___ day of _____ 2025, between the **Town of New Castle**, Colorado, a home-rule municipal corporation (the "Town") and **CTS Investments, LLC**, a Colorado limited liability company (the "Landowner"), collectively (the "Parties").

RECITALS

A. The Town and Landowner entered into a Recreational Trail License and Management Agreement (the "License") on June 15, 2020, attached as **Exhibit A**, in which Landowner granted the Town a revocable trail use and management license over and across Landowner's properties.

B. As part of the development of Filing 13 of Castle Valley Ranch, also known as the 9 North Wild Horse PUD Subdivision (the "Development"), the Parties have entered into a Recreational Trail Easement and Management Agreement (the "Easement"), attached as **Exhibit B**.

C. The Easement revokes and replaces the License with respect to the public trails on the Development property. However, the License remains in effect for all trails not governed by the Easement.

D. This Amendment applies to all trails governed by the License that are not affected by the Easement.

E. The Parties wish to amend the License as set forth below.

NOW, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Landowner agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by this reference.

2. Amendment. The License is hereby amended to apply to only those trails that are not included in the Easement. The terms of the License are reaffirmed and remain fully binding and effective, except as specifically stated in this Amendment.

SO AGREED as of the date first written above.

EXHIBIT C

TOWN OF NEW CASTLE, COLORADO

_____
Art Riddile, Mayor

ATTEST:

_____
Mindy Andis, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2025, by Art Riddile, as Mayor, and by Mindy Andis, 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

LANDOWNER: CTS INVESTMENTS, LLC

_____
By: Steven Craven, Managing Member

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2025, by Steven Craven on behalf of CTS Investments, LLC.

WITNESS my hand and official seal.
My Commission expires:

_____
Notary Public

EXHIBIT A
Recreational Trail License and Management Agreement

EXHIBIT B
Recreational Trail Easement and Management Agreement

EXHIBIT D

SPECIAL WARRANTY DEED
Water Rights for Castle Valley Ranch, Filing 13, 9 North Wild Horse PUD Subdivision

THIS DEED is made this ___ day of _____ 2025, between _____. whose address is _____, ("Grantor") and the Town of New Castle, Colorado whose address is 450 West Main Street, P.O. Box 90, New Castle, Colorado 81647 ("Grantee"):

WITNESSETH

That the Grantor, for the consideration of Ten Dollars ($10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto Grantee, and all successors and assigns forever, the following water rights located in the County of Garfield, State of Colorado:

A. 0.0893 c.f.s. of 2.8 c.f.s. of the Coryell Ditch adjudicated in Civil Action No. 103, District Court, Garfield County, on May 11, 1889, as Priority No. 11 in former Water District No. 39, from East Elk Creek for irrigation purposes with an appropriation date of June l, 1883.

B. 0.1562 c.f.s of 9.9 c.f.s. of the Coryell Ditch, Third Enlargement, adjudicated in Civil Action No. 3431, District Court, Garfield County, on January 11, 1943, as Priority No. 220-S in former Water District No. 39, from East Elk Creek for irrigation purposes with an appropriation date of March 4, 1921.

C. Any and all of Grantor's rights in and to the amounts of the above-described water right as modified by the decree in Case No. 87CW373, District Court, Water Division No. 5 entered on August 22, 1991 together with such rights in the plan for augmentation contained in the decree.

TOGETHER with all and singular hereditaments and appurtenances thereto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with appurtenances unto the Grantee, its successors and assigns forever. Grantor for itself, its heirs and personal representatives or successors does hereby covenant and agree that it shall and will warrant and forever defend the above-bargained and described premises in the quiet and peaceable possession of Grantee and all successors and assigns against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor.

EXHIBIT D

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the date set forth above.

[_____]
a _____ Corporation

By: _____
_____, its _____

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____ 2025, by _____ as _____ of _____.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

EXHIBIT E

9NWH PUD ACCOUNTING FORM
WATER RIGHT DEDICATION DRY UP

DEVELOPMENT

	(1)	Number of EQRs Developed				EQR's
#	(2)	Number of EQRs Proposed in Filing			32.50	EQR's
*	(3)	Number of EQRs for Raw Water Irrigation Developed			12.13	EQR's
	(4)	Number of EQRs Proposed for Raw Water Irrigation in Filing				EQR's
	(5)	Total No. of EQRs			44.63	EQR's

AMOUNT OF DRY UP

A	CORYELL DITCH	(UP TO 140 ACRES)				
			EQRs	Acres/EQR		
(6)	EQR's X 0.10 Acres/EQR		44.63	0.1	4.463	Acres
(7)	Total Dedicated Acres Coryell Ditch to date				4.463	
B	RED ROCK DITCH	(UP TO 193 ACRES)				
			EQRs	Acres/EQR		
(8)	EQR's X 0.10 Acres/EQR			0.1	0	Acres
(9)	Total Dedicated Acres Coryell Ditch to date					

WATER RIGHT DEDICATION

C	CORYELL DITCH	(UP TO 140 ACRES)				
			Acres	cfs/Acres		
(10)	Acres X 0.020 cfs/acre	(Priority #11)	4.463	0.02	0.0893	cfs
(11)	Acres X 0.035 cfs/acre	(Priority #220-S)	4.463	0.035	0.1562	cfs
D	RED ROCK DITCH	(UP TO 193 ACRES)				
(12)	Acres X 0.019 cfs/acre	(First Priority)				cfs
(13)	Acres X 0.0016 cfs/acre	(Second Priority)				cfs
(14)	Acres X 0.032 cfs/acre	(Third Priority)				cfs

* Dedication of .4 EQR/6000 sq ft for 182,000 SqFt of Open Space

\# Dedication of 0.25 eqr for each unit served by raw water irrigation per Section 8.c.i of Second Amended CVR Annexation Agreement

EXHIBIT F
VIX Parking Cost Share

TOWN VIX PARK: ADDITIONAL PERPENDICULAR PARKING, CURB, & LIGHTING						
TP1	4" DEPTH ASPHALTIC PAVEMENT	791	S.Y.	45.00	$	35,595.00
TP2	18" SUBGRADE OVER EXCAV, PREP, COMPACTION, FINE GRADING	424	C.Y.	12.00	$	5,087.33
TP3	CLASS 6 AGGREGATE	162	C.Y.	70.00	$	11,340.00
TP4	VERTICAL CURB AND GUTTER	171	L.F.	42.00	$	7,182.00
TP6	CONCRETE SIDEWALK - WIDEN FROM 6' TO 8'	2,303	S.F.	10.00	$	23,030.00
TP10	INSTALL TREES	13	E.A.	750.00	$	9,750.00
TP12	STREET LIGHTS - POLES W/ CONCRETE BASE	4	E.A.	6,000.00	$	24,000.00
				SUBTOTAL TOWN VIX PARK =	**$**	**115,984.33**
				10% CONTINGENCY =		11,598.43
				TOTAL TOWN VIX PARK =	**$**	**127,582.77**

BARGAIN AND SALE DEED
(OPEN SPACE)

CTS INVESTMENTS, LLC, a Colorado limited liability company, (**Grantor)**, for and in consideration of good and valuable consideration, hereby sells and conveys to the **9 North Wildhorse Property Owner's Association**, a Colorado non-profit corporation, (**Grantee**), the following real property in the County of Garfield, and State of Colorado, to wit:

Parcel 1 and Parcel 2, as depicted on that certain Final Plat of 9 North Wild Horse Subdivision, recorded on _____, 2025 in the Garfield County Clerk and Recorder as Reception Number _____.

with all appurtenances.

Effective this _____ day or _____, 2025.

CTS INVESTMENTS, LLC

By: _____
Steven Craven, its Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Bargain and Sale Deed was acknowledged before me this _____ day of _____, 2025 by _____ as _____ **of CTS INVESTMENTS, LLC.**

Witness my hand and official seal.

My commission expires: _____.

_____
Notary Public

AFFORDABLE HOUSING PLAN AND AGREEMENT
R2 PARTNERSHIP, LLC
9 NORTH WILD HORSE PROJECT
NEW CASTLE, COLORADO

THIS Affordable Housing Plan (this "Plan") is made and executed this __ day of _____, 2025 (the "Effective Date"), by and between _____, LLC, a Colorado limited liability company and/or its assigns (the "Owner"), for the benefit of and enforceable by the Town Council of the Town of New Castle, Colorado (the "Town").

WHEREAS, on _____ the Town, by Resolution No.___ approved the Final Plat for the 9 North Wild Horse PUD Subdivision, recorded on _____ as Reception No. _____ (the "Final Plat"); and

WHEREAS, Owner is the owner of Lots 1, 2, and 3, as well as Parcels 1 and 2 depicted on the Final Plat ("Property"), which is being developed by R2 Partnership, LLC ("Developer"); and

WHEREAS, on _____ the Town, by Ordinance TC 2025-1 ___ approved the site plan and construction of 130 townhome units and apartments on the Property (the "Project"); and

WHEREAS, Developer agrees to provide three (3) affordable housing units to the Town and its designees for a rate of not more than 75% of the then-current free market rent (defined below) in perpetuity beginning upon the issuance of a certificate of occupancy; and

WHEREAS, as a condition of approval of the Final Plat, Developer agrees to enter into this Plan with the Town, setting forth certain restrictions and conditions regarding the providing of affordable housing on the Property, all as more fully set forth below.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

DRAFT

I. Affordable Housing Plan

1. Project. The project consists of 130 townhouse- and apartment-style rental units. Of those 130 units, 26 are townhomes in duplex and triplex configurations, and 104 are apartments. Of those 104 apartments, 80 are live/work residences in two and three-story buildings, and the remaining 24 apartment residences are "empty nester" units in two-story buildings.

2. Restricted Units. Owner agrees to restrict three (3) units as "affordable" rental units according to this Plan (together the "Restricted Units" and each a "Restricted Unit"). The Restricted Units shall consist of one 1-bedroom and two 2- bedroom units within the Project, and are those units set forth on **Exhibit A**; the units classified as Restricted Units are not specific units within the Project and may change depending on Project occupancy so long as three (3) units within the Project are Restricted Units (consisting of one 1-bedroom and two 2- bedroom units) at any given time. The Restricted Units will be leased to persons identified by the Town pursuant to the Town's housing policies.

3. Timing. Owner shall offer the Restricted Units to the Town upon Certificate of Occupancy.

4. Maximum Rent. The net rental price for the units shall not, at the time of leasing, exceed 75% of the then-current market rental rate for other comparable units in the Project. The market rental rate shall be the average of the rental rates of the last five comparably sized units leased of each unit type (e.g. one-bedroom or two-bedroom). Developer/Owner shall provide the Town with adequate evidence of rental rates within the Project to establish the market rate. To the extent rental rates rise, Owner may provide 60 days' notice of such increase in the rental rate to the tenant, then thereafter increase rent.

5. Allocation; Notice of Vacancy. The Town shall offer the Restricted Units to qualified renters in accordance with the Town's then-current affordable housing regulations. Owner may perform a background check, and the Town shall inform any prospective tenant of this requirement. If the Property or any Restricted Unit were ever to be part of a further subdivision or if Lots 1, 2, and 3, as depicted on the Final Plat, are ever sold into separate ownership, the Town will apply its then-current affordable housing regulations and modify this Plan accordingly. The Town has the authority to designate the occupants of the Restricted Units upon notice to the Owner. Owner shall provide 30 days' notice to the Town prior to the expiration of any lease for a Restricted Unit if the lease will not be renewed. Within 14 days from receiving the vacancy notice from Owner, the Town shall provide Owner with the name of the person to whom the Town wants to provide the to-be vacant Restricted Unit. Owner has the right to conduct a reasonable investigation of any proposed tenant, and may accept or reject the proposed tenant in the same manner as free market tenants. If the proposed tenant is rejected, the Town shall have an additional 14-day time period to find a second proposed tenant. If the Town does not designate a proposed tenant with the above- described time periods, or Owner reasonably rejects the second proposed tenant, Owner may rent

that Restricted Unit. Upon the vacancy of the next unit within the Project that has the same bedroom count of the Restricted Unit that was not occupied by a party that meets the Town's housing policies, Owner shall give notice to the Town as described in this Paragraph and make the unit available as a Restricted Unit.

6. Management. Tenants, whether renting under restricted or free-market rent, shall sign the same lease as all other free market tenants, and shall be subject to the same rules and restrictions as other occupants of the Project. Owner reserves the right to terminate any tenant's lease for cause, including unreasonable interference with other tenants' quiet enjoyment, Substantial Violations as described by the lease or applicable law, or nonpayment of rent. In the event a tenant is removed or evicted, Owner shall offer the Restricted Unit to the Town pursuant to the procedure described in Paragraph 5.

7. Recording. This Agreement will be recorded against the Property.

II. GENERAL PROVISIONS

1. Compliance with Land Use Regulations. The Developer and its successor or assigns shall be required to obtain all necessary permits and comply with the provisions of the Town's Municipal Code as the same are in effect at the time of commencement of the Plan referred to herein.

2. Severability. Whenever possible, each provision of this Plan and any other related documents shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of such subsection or document.

3. Amendment and Modification. The parties hereto mutually agree that this Plan may be amended or modified from time to time, provided that such amendment or modification is in writing and signed by the Developer or the Developer's successor(s) affected by any such amendment.

4. Assignability. This Plan shall be enforceable against the Developer, provided, however, that in the event the Developer sells, transfers or assigns all or part of the Property, the obligations of the Developer under this Plan as to that portion of the Property shall be deemed be assumed by the purchaser of the parcel, and the Developer shall have no further obligations hereunder.

5. Binding upon Successors. This Plan shall inure to the benefit of and be binding upon the parties hereto, their respective successors, and assigns.

6. No Rights to Third Parties. This Plan does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either the Town or its officers, employees or agents because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

7. Enforcement. At its sole option, the Town may enforce the provisions of this Plan in the same manner and with the same remedies applicable to the enforcement of land use regulations pursuant to the Town's Municipal Code, as they may be amended from time to time, or as otherwise provided by law.

8. Notices. All notices or deliveries required under this Agreement shall be in writing and delivered to the other Party personally, via email to the email address shown below, or via courier or other delivery method that provides proof of delivery (e.g., FedEx, UPS, USPS registered with return receipt, etc.) at the physical address shown below, and shall be effective on the date of delivery or if sent via email the earlier of the date receipt is acknowledged via reply email or one business day after the email is sent. The Parties' initial notice addresses are:

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

b. *With copies to:*
David McConaughy, Esq.
910 Grand Avenue, Suite 201
Glenwood Springs,
Colorado 81601
dmcconaughy@garfieldhecht.com

c. Owner c/o Developer:
c/o Barry Rosenberg
R2 Partnership, LLC
PO Box 9833
Cincinnati, OH 45209
b.rosenberg@r2partners.com

d. *With copies to:*
Chad J. Lee, Esq.
901 Grand Ave., Suite 201
Glenwood Springs, CO 81602
chad@jvamlaw.com

DRAFT

IN WITNESS WHEREOF, Owner, Developer, and the Town have executed this Affordable Housing Plan and Agreement dated to be effective as of _____, 2025.

Town of New Castle, Colorado

ATTEST:

By._____ _____
_____, Mayor Town Clerk

_____
Date

[Owner Entity],
a Colorado Limited Liability Company

By: _____
_____, Managing Member

R2 Partnership, LLC
a Colorado Limited Liability Company

By: _____
Barry Rosenberg, Managing Member

DRAFT

(placeholder for Exhibit A)
Initial Restricted Unit Depiction

DRAFT

EXHIBIT I

COVENANTS, CONDITIONS, AND RESTRICTIONS OF 9 NORTH WILD HORSE PUD SUBDIVISION

The undersigned owner ("Declarant") being all the owner of Lots 1, 2, and 4, as well as Parcels 1 and 2 of as depicted on the Final Plat of 9 North Wild Horse PUD Subdivision recorded in the records of Garfield County, Colorado on _____ as Reception No. _____ ("Property") hereby declares, establishes, makes, and grants the following covenants, conditions, restrictions, reservations, agreements as set forth herein (the "Declaration").

NOW, THEREFORE, Declarant hereby adopts and imposes the following Covenants on the Property:

ARTICLE 1.
GENERAL PURPOSE AND SCOPE

1.1 **Imposition of Servitudes**. Declarant hereby makes, declares and establishes the covenants, conditions, restrictions, reservations and easements contained in this Declaration for the benefit of the Property, including all improvements, amenities and facilities appurtenant to or located within the boundaries of the Property now and constructed or installed in the future. From this day forward, the real property and improvements that comprise the Property, or any portion thereof, shall be held, sold, conveyed, encumbered, leased, rented, occupied, improved, and dealt with in any manner whatsoever subject to this Declaration. All covenants, conditions, restrictions, reservations, agreements, easements and other terms and provisions whatsoever established under this Declaration shall: (i) run with the Property or as equitable servitudes as the case may be, and (ii) shall inure to the benefit of and bind all persons or entities having any right, title or interest in all or any part of the Property, including the Declarant, all owners of Lots or Parcels within the Property and their respective heirs, executors, administrators, personal representatives, successors, assigns, grantees, tenants, guests, employees, families, contractors, agents, licensees and invitees; and (iii) create specific rights and privileges which may be shared and enjoyed by all owners and lawful occupants of any part of the Property.

1.2 **Declarant's Intent**. Declarant intends to preserve and protect the attractiveness of the Property, to restrain and minimize future impairment or deterioration of the Property, and to preserve, protect and enhance the value and desirability of the Property and to promote and safeguard the health, comfort, safety, convenience and welfare of the owners and lawful occupants of the Property. Declarant intends to encourage the construction and maintenance of attractive permanent improvements, appropriately located to preserve the harmonious development of the Property and to promote and safeguard the health, comfort, safety, convenience and welfare of all occupants of the Property.

1.3. **Exemption From Colorado Common Interest Ownership Act.** The Association is being created after July 1, 1992, less than twenty Lots are subject to this Declaration, and it is not subject to any development rights. Therefore, pursuant to C.R.S. § 38-33.3-116(1)(a), the Association is exempt from all provisions of the Colorado Common Interest Ownership Act (the "Act") except sections 38-33.3-105 to 38-33.3-107.

1.4. **Maximum Number of Lots.** Currently, the Property contains three (3) Lots subject to this Declaration, upon which undivided muti-family residential buildings will be constructed. No multi-family residential building constructed on any Lot may be further subdivided (for example, condominiumize the individual dwelling units within each multi-family building) without following applicable land use approval processes. No Lot may be subdivided to create a total of more than twenty (20) Lots (or units) subject to this Declaration without prior approvals as required by applicable land use code.

ARTICLE 2.
DEFINITIONS

2.1 **Allocated Interests.** The interests are allocated to each Lot for the Common Elements, the Common Expense liabilities, and votes in the Association.

2.1 **Articles.** The articles of incorporation for the Association will be filed with the Colorado Secretary of State, and any amendments that may be made to those Articles from time to time.

2.2 **Association.** The 9 North Wild Horse Property Owner's Association, shall be a registered Colorado nonprofit corporation. Every Owner is a member of the Association.

2.3 **Board.** Board of Directors of the Association.

2.4 **Bylaws.** The bylaws of the Association.

2.5 **Common Area.** Any portion of the Property designated for shared use and enjoyment of the Owners and Occupants on a non-exclusive basis pursuant to this Declaration or the Plat, including Open Space, shared easements for access, drainage, trails, and utilities, together with the related facilities and equipment. For example, storm water drainage and detention areas, shared mailboxes and trash receptacles, driveways, parking areas, walk ways or trails, and Parcels 1 and 2 as depicted on the Final Plat.

2.6 **Common Expenses.** Expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

2.7 **Common Expense Assessment(s); Assessment(s).** These terms shall include but not be limited to the following items levied against a particular Owner: (i) the Owner's allocated interest in the Common Expenses; (ii) late charges, attorneys' fees, fines and interest charged by the Association at the rate as determined by the Bylaws and rules and regulations enacted by the Association, (iii) charges against a particular Owner and the Lot for the purpose of reimbursing the Association for expenditures and other costs of the Association in curing any violation of the Governing Documents by the Owner or related users; (iv) charges levied against an Owner pursuant to Section 4.5, below, due to the Owner's negligence or misconduct ("Default Assessment") and (iv) any sums permitted by the Governing Documents to be assessed against a particular Owner or Lot.

2.8 **Covenants.** Collective term for all promises, restrictions, reservations, conditions, terms, easements, and rights-of-way specifically set forth or referenced in this Declaration and set forth in the Governing Documents, as the same may be adopted and amended from time to time. Each and every Covenant shall be given the same force and effect at law or equity without regard to in which Governing Document it is set forth.

2.9 **Governing Documents.** Collective references to those documents which govern the operation of the Association, including: (a) Articles; (b) Bylaws; (c) its rules and regulations; and (d) this Declaration, as one or more of the same may be amended from time to time. Each and every provision of the Governing Documents shall be given the force and effect as if set forth in this Declaration.

2.10 **Improvement.** Any building, structure, fixtures or other capital improvements erected or affixed to the Property, including all apparatus, equipment, and appliances used in connection with the operation or occupancy of the Property, and all facilities used to provide any services to the Property of the structures affixed thereto.

2.11 **Limited Common Elements.** That portion of each Lot, the Common Elements, or the Common Area that is allocated for the exclusive use of one or more of the Lots but fewer than all of the Lots. The improvements constructed on each Lot that are for the exclusive use by the occupants of that Lot shall be considered Limited Common Elements for that respective Lot.

2.12 **Lot.** One individual Lot or Parcel as set forth on the Final Plat.

2.13 **Occupant.** Any person holding any portion of the Property in actual possession, for example, residing in any improvement on the Property.

2.14 **Owner.** The owner of record, whether one or more persons (a person means a natural person, a corporation, a partnership, an association, a trust, or any other entity or any combination thereof) or entities, of fee simple title to any Lot.

2.15 **Open Space.** The Common Area depicted on Parcels 1 and 2 on the Final Plat

2.16 **Plat (or Final Plat).** The Plat of the Property recorded in _____County, at Reception No. _____, on _____, 202__.

2.17 **Special Assessments.** The Association may at any time, from time to time, determine, levy and assess a Special Assessment applicable to that particular assessment year for the purpose of defraying, in whole or in part, payments for any operating deficit and/or unbudgeted costs, fees and expenses of any construction, reconstruction, repair, demolition, replacement or maintenance of a capital improvement on the Property. Any such Special Assessment shall be due and payable as determined by the Board. Notice in writing setting forth the amount of such Special Assessment per Lot and the due date for payment thereof shall be given to the Owners not less than thirty (30) days prior to such due date.

ARTICLE 3.
THE 9 NORTH WILD HORSE PROPERTY OWNER ASSOCIATION

3.1 **Organization.** The Association may be formed with as an unincorporated association or a registered Colorado nonprofit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, the Bylaws, and this Declaration.

3.2 **Membership on Board.** Each Owner of a Lot shall be entitled either to serve as a voting member of the Board or appoint a voting member to the Board. Provided, however, that in the event any Lot is owned by two (2) or more Owners, whether by joint tenancy, tenancy in common, or otherwise, there shall be only one (1) director per Lot, and the several Owners of any one (1) Lot shall designate to the Association which one of the co-Owners shall be a director. In the event a corporation or other association is the Owner of a Lot, the corporation or association shall designate which one of its representatives shall be a director. The membership on the Board shall be appurtenant to each Lot, and shall not be transferred, pledged, or alienated, in any way, except upon the transfer of title to each Lot or a portion thereof, and then only to the transferee of title to a Lot or portion thereof. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer membership to the new owner thereof.

3.3 In the event an Owner of a Lot declines to participate on or appoint a director to the Board, the Board shall appoint a director (who shall not be deemed to be the representative or agent of the Owner of the Lot who declined to participate). In the event an Owner desires to participate on the Board who

previously had declined to participate or had appointed a representative, such Owner shall become a director immediately upon giving written notice to the Board. In that event, the term of any director appointed in the Owner's absence (whether appointed by the Owner or the Board) shall terminate immediately upon the Owner giving written notice to the Board.

3.4 Each director shall have one vote. In the event Owners of more than one Lot appoint the same director, such director shall have one vote for each Lot for which the director was appointed.

3.5 The right to vote may not be severed or separated from the ownership of the parcel of property conferring the right to vote.

3.6 Assignment of the right to vote to designee, lessee, or beneficiary, as provided herein is permitted.

3.7 If at any meeting where proper notice of the meeting was given, a director casts a vote representing a certain Lot, it will be conclusively presumed for all purposes that the director casting the vote was acting with the authority and consent of all Owners of the Lot.

3.8 The Association shall have the obligation, subject to and in accordance with the Covenants, to perform each of the following duties for the benefit of the Owners of each Lot within the Property.

3.8.1 To accept and exercise jurisdiction over the Property.

3.8.2 To adopt and amend bylaws and rules and regulations.

3.8.3 To adopt and amend budgets for revenues, expenditures and reserves and collect Assessments.

3.8.4 To hire and terminate management agents and other employees, agents and independent contractors.

3.8.5 To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Property.

3.8.6 To make contracts and incur liabilities.

3.8.7 To regulate the use, maintenance, repair, replacement and modification of the Property.

3.8.8 To cause additional improvements to be made to the Property.

3.8.9 To impose charges for late payment of Assessments, recover reasonable attorney fees and

other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of the Governing Documents.

3.8.10 To impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments.

3.8.11 To provide for indemnification of its officers and Board and maintain directors' and officers' liability insurance.

3.8.12 To assign its right to future income, including the right to receive Assessments.

3.8.13 To exercise any other powers conferred by the Declaration or the Bylaws.

3.8.14 To obtain and maintain in force policies of insurance covering the liability of the Association for all activities of the Association and its directors and officers, and such other insurance as it deems advisable.

3.8.15 To exercise all other powers that may be exercised in this state by legal entities of the same type as the Association.

3.8.16 Such other powers as are consistent with the powers herein outlined and those powers adopted by the Association not in conflict herewith.

3.9 **Rights of Action.** The Association on behalf of itself and any aggrieved Owner shall be granted a right of action against any and all Owners for failure to comply with the provisions of the Governing Documents, or with decisions of the Board made pursuant to authority granted to the Association in the Governing Documents. The Owners shall have a right of action against the Association for failure to comply with the provisions of the Governing Documents, or with decisions of the Board made pursuant to authority granted to the Association in the Governing Documents. In any action covered by this section, the Association or any Owner shall have the right but not the obligation to enforce the Governing Documents by any proceeding at law or in equity, or as set forth in the Governing Documents, or by mediation or binding arbitration if the parties so agree. Failure by the Association or by any Owner to enforce compliance with any provision of the Governing Documents shall not be deemed a waiver of the right to enforce any provision thereafter.

3.10 **Implied Rights and Obligations.** The Association may exercise any right or privilege expressly granted to the Association in the Governing Documents or by the Colorado Nonprofit Corporation Act.

3.11 **Notice.** Any notice to an Owner of matters affecting the Property by the Association or by another Owner shall be sufficiently given if in writing and delivered personally, by courier or private service delivery, or the third business day after deposit in the mails for registered or certified mail, return receipt requested, at the address of record for real property tax assessment notices with respect to that Owner's Lot.

ARTICLE 4.
ASSESSMENTS

4.1 **Purpose of Assessments.** Assessments shall be used for the purposes of promoting the health, safety, and welfare of Owners and related users, and in particular:

4.1.1 To provide for a Common Expense Assessment made on an annual basis against all Lots based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year,

4.1.2 To enforce all provisions of the Governing Documents;

4.1.3 To exercise all rights and powers and to discharge all duties and obligations pursuant to the Governing Documents;

4.1.4 To discharge all expenses incurred by the Association in the alteration, improvement, construction, reconstruction, repair, maintenance or replacement of the Property;

4.1.5 To fund any operating deficit or reserves the Association deems necessary to meet its financial obligations.

4.2 **Budget.** Annually and prior to the expiration of the previous budget period, the Board shall adopt an annual budget and distribute the same to the Lot Owners within 90 days after adoption.

4.3 **Annual Assessments.** Annual Assessments made for Common Expenses shall be based upon the estimated cash requirements as the Board shall from time to time determine to be paid by all of the Owners, subject to Section 4.1 above. Estimated Common Expenses shall include, but shall not be limited to, the cost of routine maintenance and snow removal on the Property, expenses of management and insurance premiums for insurance coverage as deemed desirable or necessary by the Association, wages, legal and accounting fees, management fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, payment of any default remaining from a previous assessment period, and the creation of a reasonable and adequate contingency or other reserve or surplus fund for insurance deductibles and general, routine maintenance of the Property on a periodic basis, as needed. Unless Declarant owns all Lots,

or the Board otherwise approves by a majority vote, Annual Assessments shall not include lingering development expenses incurred by Declarant prior to creation of the Association.

4.4 **Apportionment of Common Expenses.** Except as provided below and elsewhere in this Declaration, all Common Expense Assessments shall be assessed pro rata against each Lot (1/3 to each Lot at the time this Declaration is recorded). If the number of Lots increases or decreases, the allocated interest shall remain pro rata against all resulting Lots. For example, if any Lot is subdivided creating five total lots subject to this Declaration, the apportionment of Comment Expenses shall be 1/5 to each Lot; if a Lot is removed from the Declaration resulting in two Lots subject to this Declaration, the apportionment of Common Expenses shall be 1/2 to each Lot.

4.4.1 Any Common Expense for insurance may be assessed in proportion to risk.

4.4.2 If a Common Expense is caused by the misconduct of an Owner, the Association may assess that expense exclusively against that Owner and that Lot, in addition to sums charged to the Owner pursuant to paragraph 4.5 below.

4.4.3 Fees, charges, taxes, impositions, late charges, fines, collection costs and interest charged against an Owner are enforceable as Common Expense Assessments.

4.4.4 Expenses apportioned to any Limited Common Element shall be apportioned pro rata only among the Lot or Lots which enjoy the use of the Limited Common Element.

4.5 **Owner's Negligence or Misconduct.** In the event that the need for maintenance or repair of the Property or any portion thereof, is caused by or in any way results from the negligent or willful act or failure to act, or the misconduct of an Owner or an Owner's related user, then the expenses, costs, and fees incurred by the Association for such maintenance or repair shall be a personal obligation of such Owner, and such obligation shall be considered a Default Assessment, collectible as a Common Expense Assessment.

4.6 **Special Assessments.** The Association may at any time, from time to time, determine, levy and assess a Special Assessment applicable to that particular assessment year for the purpose of defraying, in whole or in part, payments for any operating deficit and/or unbudgeted costs, fees and expenses of any construction, reconstruction, repair, demolition, replacement or maintenance of the Property or any portion thereof. Any such Special Assessment shall be due and payable as determined by the Board. Notice in writing setting forth the amount of such Special Assessment per Lot and the due date for payment thereof shall be given to the Owners not less than thirty (30) days prior to such due date.

4.7 **Effect of Nonpayment; Assessment Lien.** Any Assessment installment whether pertaining to any Annual, Special or Default Assessment, which is not paid on or before five (5) days after its due date shall

be delinquent. If an Assessment installment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

4.7.1 Assess a late charge for each delinquency in such amount the Association deems appropriate.

4.7.2 Assess an interest charge from the due date at the yearly rate of six (6) points above the prime rate charged by the Association's bank, or such other lawful rate as the Board may establish, not exceeding twenty-one percent (21%) per year.

4.7.3 Suspend the voting rights of the Owner during any period of delinquency.

4.7.4 Bring an action against any Owner personally obligated to pay the delinquent Assessments.

4.7.5 Proceed with foreclosure as set forth in more detail below.

4.8 **Lien Rights.** Assessments chargeable to any Lot shall constitute a lien on such Lot. the Association may institute foreclosure proceedings against the defaulting Owner's Lot in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado. In the event of foreclosure, the Owner shall be liable for the amount of unpaid assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien, and all reasonable attorneys' fees incurred in connection with the enforcement of the lien. the Association shall have the power to bid on a Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same.

ARTICLE 5.
MAINTENANCE

5.1 **Association's Maintenance Responsibility**. The Association shall maintain and keep the Property in good, clean, attractive and sanitary condition and repair, the costs and expenses of which shall be Common Expenses. Without limiting the foregoing, the Association shall be responsible for maintaining and operating the following in good condition consistent with an upscale residential development:

a. All internal roads, trails, sidewalks, and walkways within the Property, including the roadway surface, shoulder, footpaths and their asphalt, concrete or gravel driving surface or walking surface.

b. Landscaping, vegetation or grass within the Open Space Parcels, and within any other Common Element, including control of noxious weeds.

c. The raw water irrigation system serving the Community, including the irrigation lines and associated trenches; irrigation pump(s), its pedestal, housing, vault, ditch turnout, controllers, control wiring, other associated electronics, and power supply; and all other irrigation features / items equipment used to irrigate the Community.

d. All stormwater and drainage infrastructure located on the Property;

e. All landscaping upon the Property;

f. Common utilities installations including associated trenches and pedestals, but not feeder lines that serve individual Lots, which are the individual Lot Owner's responsibility;

g. Fire hydrants;

h. Fencing;

i. Signs; and

j. all other Common Elements.

The Association will also be responsible for keeping all roads, parking areas, sidewalks and access ways reasonably free of snow, ice, debris and other obstructions, maintaining clear access on the access drive for emergency vehicles and clear access to the fire hydrants, and maintaining the landscaping within the Common Areas.

5.2 **Lot Owner's Maintenance Responsibility.** Except as provided otherwise in this Declaration or by written agreement with the Association, all maintenance of individual Lots including, without limitation, all exterior and interior surfaces, structural and nonstructural members, utility systems, utility lines from the point of departure from a shared usage, glazing, doors, patios, decks, balconies and other fixtures designed to serve a single Lot, shall be the sole responsibility of the respective Lot Owners. Each Lot, and the Improvements thereon, shall be maintained in a good, clean, attractive and sanitary condition and repair. Additionally, a Lot Owner shall be fully responsible for all damage and the cost of repair and restoration of service for utility lines or connections outside the boundaries of such Owner's Lot if the Owner or his family members, tenants, guests, invitees, licensees or agents caused such damage or the necessity of repair.

ARTICLE 6.
GENERAL RESTRICTIONS APPLICABLE TO THE PROPERTY

6.1 **Use and Occupancy of Lots.** All Lots shall be used in accordance with the Development Agreement, Project Documents, PUD Guide, and any other applicable laws. Each Owner shall be entitled

to the exclusive ownership and possession of his or her Lot, subject to the rights of the Declarant and the Association provided in this Declaration. Occupancy of the improvements on each Lot shall comply with any applicable health or safety code adopted by the Town or County in which the Project is located at the time this Declaration is recorded.

6.2 **Compliance with Laws, Ordinances, Development Agreement and Association Documents**. No Lot shall be used for any purpose not permitted by the PUD Guide for the Project, the Development Agreement, applicable law, or this Declaration.

6.3 **Use of Common Elements**. Parcels 1 and 2 shall be owned by the Association and shall be utilized for passive open space purposes only, including for casual use by the residents of the Property.

6.4 **Prohibition of Increases in Insurable Risks and Certain Activities**. Nothing shall be done or kept in any Lot or in or on the Common Elements, or any part thereof, which would result in the cancellation of the insurance on all or any part of the Project or in an increase in the rate of the insurance on all or any part of the Project over what the Association, but for such activity, would pay, without the prior written approval of the Board of Directors. Nothing shall be done or kept in any Lot or in or on the Common Elements which would be in violation of any Applicable Law. No damage to or waste of the Common Elements shall be committed by any Owner or Occupant, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by such Owner or an Occupant of such Owner's Lot (including all Costs of Enforcement incurred in the defense of claims arising by reason of this Section or incurred in establishing the right to indemnification). Failure to so indemnify shall be a default by such Owner under this Section and shall give rise to a Default Assessment against such Owner's Lot. At its own initiative or upon the written request of any Owner, if the Association determines that further action by the Association is proper, the Association shall enforce the foregoing indemnity as a Default Assessment levied against such Lot.

6.5 **Lighting**. No lights shall be emitted which are unreasonably bright or cause unreasonable glare; no sound shall be emitted which is unreasonably loud or annoying; and no odor shall be emitted which is nauseous or unreasonably offensive to others. The Association may adopt additional restrictions regarding these matters in the Rules and Regulations or in a separate policy.

6.6 **Subdivision of Lots**. No Lot or Parcel shall be further subdivided without the express consent of the Association and the Town of New Castle. In the event of further subdivision the Town may require these Covenants to be amended to comply with the Colorado Common Interest Ownership Act, or other

law as applicable at the time of said subdivision. This provision shall not be amended without the express consent of the Town of Newcastle.

6.7 **Parking**. The Association shall manage parking on the Property in a reasonable manner, and shall designate areas of reserved parking in shared lots as necessary. The Association shall be responsible for the regulation and enforcement of parking on the Property. If the Association fails to adopt parking rules or policies for the Property, the Town may require the Association to adopt and enforce a parking management plan deemed appropriate in the Town's reasonable discretion. Should management issues arise, as reported by the Town's public works, police, or fire departments, or by tenants or residents, the Association shall appear before the Town's Planning and Zoning Commission to formulate policies to improve parking conditions. Such policies may include assigning parking spaces, limiting the number of vehicles assigned per unit, or imposing fines or other penalties for parking violations.

6.8 **Pets**. No more than 2 pets shall be kept within any single residential dwelling unit at any time, and only domestic dogs or cats may be kept. The Association may enact further rules and policies regarding pets.

6.9 **Outdoor Irrigation**. Landscaping on the Property, including on a Lot or Common Area, shall be irrigated only with raw ditch water through the Association managed raw water system, except that if the raw water irrigation system is malfunctioning, newly planted landscaping or newly planted vegetation required for soil stabilization may be watered by other water sources, including potable, and such irrigation system shall be repair expeditiously. All irrigation systems within the Property should be maintained and in good repair.

6.10 **Use of Open Space**. All Lot owners, their tenants and permittees are granted easement for use of the Open Space for recreational uses and no other uses. All use is at the sole risk and responsibility of such user. Each Lot Owner utilizing, or authorizing or allowing the use of the Open Space by a guest, permittee or invitee of such Lot Owner shall indemnify, defend and hold harmless the Association and the owner of Lot 1 for any and all claims, liabilities, losses, damages, fees, costs, or expenses of any kind, including without limitation attorneys' fees and disbursements, arising out of or related to such Lot Owner or such Lot Owner's guest, permittee or invitee's use of the Open Space. No use of the Recreational Common Area shall be allowed other than by Lot Owners, their guests, permittees and invitees as set forth herein. Any other use of the Recreational Common Area by any other person shall constitute unlawful trespass. The Association shall maintain appropriate insurance covering the authorized use of the Open Space described in this section, with limits of not less than $1M per occurrence of coverage or such higher

amount as may be determined by the Executive Board. Uses shall be suspended for residents who demonstrate unruly, careless, reckless, unsafe or injurious behavior in this area. Uses that endanger any user of this Recreational Common Area are not allowed. All residents and guests using the Open Space must clean up after themselves and their pets. Any failure to leave the area in a clean and orderly fashion will result in suspension of use rights for such resident and/or guest. Recreation activities are not allowed in the common areas that lie outside of the Open Space.

6.11 **Property Management.** The Association shall be responsible for property management and community security on the Property. Should issues arise related to property management or community security, which are not cured after Town notice, the Town Council or Planning & Zoning Commission may review the matter and impose additional responsive conditions.

6.11 **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

6.12 **Conflicts Between Documents.** In case of conflict between this Declaration and the Articles and the Bylaws, this Declaration shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control.

[SIGNATURES OF ALL OWNERS]

By: _____ By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ as Owner of the Property, and as Declarant.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

FINAL PLAT OF:

9 NORTH WILD HORSE

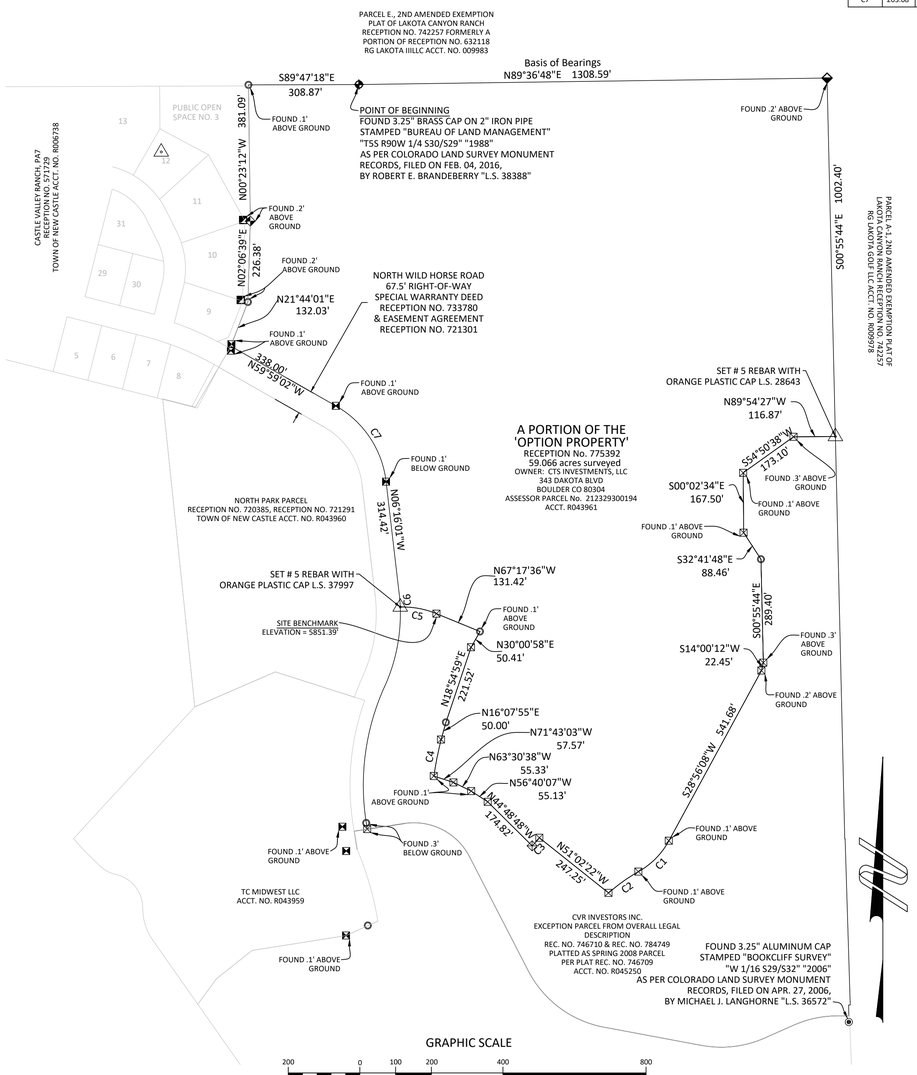
CASTLE VALLEY RANCH FILING 13, PA 8 & PA 9

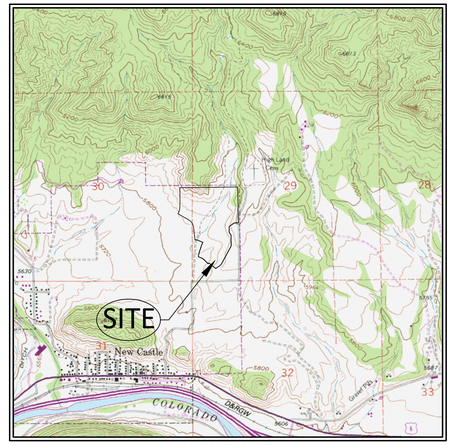
A PORTION OF THE 'OPTION PROPERTY' BEING SITUATED IN THE SW1/4 OF SECTION 29, SE1/4 OF SECTION 30, THE NE1/4 OF SECTION 31, AND THE NW1/4 OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M.
TOWN OF NEW CASTLE, COUNTY OF GARFIELD, STATE OF COLORADO

SHEET 1 OF 5

SHEET 1 - SUBJECT PROPERTY DESCRIPTION, CERTIFICATES AND NOTES, AND MONUMENT CONTROL
SHEET 2 - THE PUD SUBDIVISION BOUNDARY, LOTS, RIGHTS-OF-WAY AND PARCELS
SHEET 3 - DRAINAGE EASEMENTS
SHEET 4 - TRAIL AND EMERGENCY ACCESS EASEMENTS
SHEET 5 - UTILITY EASEMENTS

Property Boundary Curve Table						
Curve #	Length	Radius	Tangent	Delta	Chord Direction	Chord
C1	122.69'	219.00'	63.00'	32°05'54"	S44° 59' 05"W	121.09'
C2	102.92'	481.00'	51.66'	12°15'33"	S54° 54' 14"W	102.72'
C3	30.23'	275.00'	15.13'	6°17'51"	S42° 06' 34"W	30.21'
C4	104.09'	970.00'	52.09'	6°08'54"	N11° 34' 51"E	104.04'
C5	104.00'	250.00'	52.76'	23°50'05"	N79° 12' 39"W	103.25'
C6	38.30'	491.25'	19.16'	4°28'00"	N04° 02' 01"W	38.29'
C7	263.68'	281.25'	142.43'	53°43'01"	N33° 07' 31"W	254.13'





VICINITY MAP
SCALE: 1" = 2000'

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT CTS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING SOLE OWNER IN FEE SIMPLE OF ALL THAT REAL PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PORTION OF THE 'OPTION PROPERTY', AS DESCRIBED IN THAT QUIT CLAIM DEED, RECORDED SEPTEMBER 21, 2009 AS RECEPTION NO. 775392, AND BEING SITUATED IN THE SW1/4 OF SECTION 29, SE1/4 OF SECTION 30, THE NE1/4 OF SECTION 31, AND THE NW1/4 OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE 1/4 CORNER, BETWEEN SAID SECTIONS 29 AND 30, A 3.25" BRASS CAP ON 2" IRON PIPE STAMPED "1/4 S30/29 BLM 1988", THENCE N 89° 36' 48" E THE ASSUMED BASIS OF BEARINGS ALONG THE SOUTHERLY LINE OF THE 2ND AMENDED EXEMPTION PLAT OF LAKOTA CANYON RANCH, RECORDED FEBRUARY 4, 2008 AS RECEPTION NO. 742257, A DISTANCE OF 1308.59 FEET TO THE NORTHEAST CORNER OF SAID 'OPTION PROPERTY', BEING A #5 REBAR & 1.25" YELLOW PLASTIC CAP STAMPED "CLAYCOMB ENG L.S. 3174", SAID CORNER BEING COINCIDENTAL WITH WESTERLY AND SOUTHERLY LINES OF RECEPTION NO. 742257;

THENCE S 00°55'44" E, ALONG EASTERLY LINE OF SAID 'OPTION PROPERTY', AND THE SAID COINCIDENTAL WESTERLY LINE OF RECEPTION NO. 742257, A DISTANCE OF 1002.40 FEET, TO A POINT ON THE NORTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED, RECORDED APRIL 15, 2010 AS RECEPTION NO. 784749;

THENCE THE FOLLOWING TWENTY-ONE (21) COURSES ALONG THE NORTHERLY, WESTERLY, EASTERLY AND NORTHERLY LINES OF SAID RECEPTION NO. 784749;

1. N 89°54'27" W A DISTANCE OF 116.87 FEET;
2. S 54°50'38" W A DISTANCE OF 173.10 FEET;
3. S 00°02'34" E A DISTANCE OF 167.50 FEET;
4. S 32°41'48" E A DISTANCE OF 88.46 FEET;
5. S 00°55'44" E A DISTANCE OF 289.40 FEET;
6. S 14°00'12" W A DISTANCE OF 22.45 FEET;
7. S 28°56'08" W A DISTANCE OF 541.68 FEET;
8. 122.69 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 219.00 FEET, A CENTRAL ANGLE OF 32°05'54", THE CHORD OF WHICH BEARS S 44°59'05" W, A DISTANCE OF 121.09 FEET;
9. 102.92 FEET ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 481.00 FEET, A CENTRAL ANGLE OF 12°15'33", THE CHORD OF WHICH BEARS S 54°54'14" W A DISTANCE OF 102.72 FEET;
10. N 51°02'22" W A DISTANCE OF 247.25 FEET;
11. 30.23 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 6°17'51", THE CHORD OF WHICH BEARS S 42°06'34" W A DISTANCE OF 30.21 FEET;
12. N 44°48'48" W A DISTANCE OF 174.82 FEET;
13. N 56°40'07" W A DISTANCE OF 55.13 FEET;
14. N 63°30'38" W A DISTANCE OF 55.33 FEET;
15. N 71°43'03" W A DISTANCE OF 57.57 FEET;
16. 104.09 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 6°08'54", THE CHORD OF WHICH BEARS N 11°34'51" E A DISTANCE OF 104.04 FEET;
17. N 16°07'55" E A DISTANCE OF 50.00 FEET;
18. N 18°54'59" E A DISTANCE OF 221.52 FEET;
19. N 30°00'58" E A DISTANCE OF 50.41 FEET;
20. N 67°17'36" W A DISTANCE OF 131.42 FEET;
21. 104.00 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 23°50'05", THE CHORD OF WHICH BEARS N 79°12'39" W, A DISTANCE OF 103.25 FEET, TO A POINT ON THE NORTHEASTERLY LINE OF NORTH WILD HORSE ROAD, AS DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED SEPTEMBER 25, 2007 AT RECEPTION NO. 733780;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID NORTHEASTERLY LINE OF NORTH WILD HORSE ROAD, BEING SITUATED PARALLEL TO AND 67.50 FEET NORTHEASTERLY OF THE WESTERLY LINE OF SAID 'OPTION PROPERTY', ALSO A COINCIDENTAL LINE WITH THE NORTH PARK PARCEL RECORDED APRIL 17, 2007 AT RECEPTION NO. 721291;

1. 38.30 FEET ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 491.25 FEET, A CENTRAL ANGLE OF 4°28'00", THE CHORD OF WHICH BEARS N 04°02'01" W A DISTANCE OF 38.29 FEET;
2. N 06°16'01" W A DISTANCE OF 314.42 FEET;
3. 263.68 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 281.25 FEET, A CENTRAL ANGLE OF 53°43'01", THE CHORD OF WHICH BEARS N 33°07'31" W, A DISTANCE OF 254.13 FEET;
4. N 59°59'02" W A DISTANCE OF 338.00 FEET, TO A POINT ON THE WESTERLY LINE OF SAID 'OPTION PROPERTY';

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE WESTERLY LINES OF SAID 'OPTION PROPERTY';

1. N 21°44'01" E A DISTANCE OF 132.03 FEET;
2. N 02°06'39" E A DISTANCE OF 226.38 FEET;
3. N 00°23'12" W A DISTANCE OF 381.09 FEET, TO A POINT ON THE NORTH LINE OF THE TO A SW1/4 OF SECTION 30;

THENCE S 89°47'18" E ALONG SAID NORTH LINE SW1/4 OF SECTION 30, A DISTANCE OF 308.87 FEET, TO THE POINT OF BEGINNING,

COUNTY OF GARFIELD, STATE OF COLORADO.

AND CONTAINING 59.066 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 9 N WILD HORSE PUD SUBDIVISION IN THE TOWN OF NEW CASTLE, COUNTY OF GARFIELD, STATE OF COLORADO; AND DOES HEREBY GRANT AND CONVEY TO THE TOWN OF NEW CASTLE, COLORADO, FOR PUBLIC USE THE TOWN R.O.W. DEPICTED HEREON FOR PUBLIC STREET PURPOSES, THE 10' TRAIL EASEMENTS SHOWN HEREON FOR PUBLIC RECREATIONAL TRAIL PURPOSES AS FURTHER DEFINED IN THE REFERENCED EASEMENT, THE 16' AND 12' EMERGENCY ACCESS EASEMENT DEPICTED HEREON FOR EMERGENCY ACCESS PURPOSES, ALL UTILITY EASEMENTS FOR UTILITY PURPOSES ONLY, AND THOSE CERTAIN DRAINAGE EASEMENTS DEPICTED AS (TOWN AND HOA) FOR DRAINAGE PURPOSES ONLY AND FOR ACCESS THERETO; AND TO THE 9 NORTH WILD HORSE PROPERTY OWNER'S ASSOCIATION ALL OTHER DRAINAGE EASEMENTS SHOWN HEREON FOR DRAINAGE AND MAINTENANCE PURPOSES; 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. 2025.

OWNER CTS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY, LLC BY:_____

AS:_____ STATE OF COLORADO)

COUNTY OF GARFIELD) SS.

TOWN OF NEW CASTLE)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF ___, A.D. 2025 BY _____, AS _____ OF CTS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY, LLC.

WITNESS MY HAND AND SEAL

_____

NOTARY PUBLIC

TITLE INSURANCE COMPANY CERTIFICATE

LAND TITLE GUARANTEE COMPANY 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:

_____

_____

_____

_____

BY: _____

AS: _____ OF LAND TITLE GUARANTEE COMPANY

MONUMENT LEGEND

- FOUND BRASS CAP
- FOUND ALUMINUM CAP
- FOUND #5 REBAR
- FOUND #4 REBAR & YELLOW PLASTIC CAP STAMPED "L.S. 13501"
- FOUND #4 REBAR & YELLOW PLASTIC CAP STAMPED "L.S. 3174"
- FOUND #5 REBAR & ORANGE PLASTIC CAP STAMPED "L.S. 36572"
- FOUND #5 REBAR & ORANGE PLASTIC CAP STAMPED "L.S. 38182"
- FOUND #5 REBAR & RED PLASTIC CAP STAMPED "L.S. 20133"
- FOUND #5 REBAR & ORANGE PLASTIC CAP STAMPED "L.S. 28643"
- SET MONUMENT-L.S. 28643

MONUMENTS WERE FOUND FLUSH WITH THE GROUND UNLESS OTHERWISE STATED

SURVEY/PLAT NOTES

1. DATE OF FIELD WORK: DECEMBER 5 - 6 AND 18 - 21, 2023.
2. DATE OF PREPARATION: MARCH - DECEMBER, 2024 AND JANUARY - FEBRUARY, 2025.
3. LINEAR UNITS: THE LINEAR UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
4. BASIS OF BEARING: BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N89°36'48"E, BETWEEN FOUND MONUMENTS FOR THE 1/4 CORNER COMMON TO SAID SECTION 30 AND SECTION 29 BEING A 3.25" BRASS CAP ON 2" IRON PIPE, STAMPED "1/4 S30/29 BLM 1988" AND THE NORTHEAST CORNER OF THE OPTION PARCEL BEING A #5 REBAR & 1.25" YELLOW PLASTIC CAP, STAMPED "CLAYCOMB ENG L.S. 3174".
5. BASIS OF SURVEY: FINAL PLAT OF CASTLE VALLEY RANCH SUBDIVISION EXEMPTION MAP AND ALTA/ACSM LAND SURVEY PLAT RECORDED AS RECEPTION NUMBER 721291, ALTA NSPS LAND TITLE SURVEY OF THE SUBJECT PROPERTY PREPARED BY SGM DATED NOVEMBER 5, 2021, 2ND AMENDED EXEMPTION PLAT OF LAKOTA CANYON RANCH RECEPTION NUMBER 742257, CASTLE VALLEY RANCH, PA7 RECEPTION NUMBER 571729 AND VARIOUS DOCUMENTS OF RECORD.
6. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SOPRIS ENGINEERING, LLC (SE) TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY, AND/OR TITLE OF RECORD SE RELIED UPON THE ITEMS LISTED IN NOTE 5 AND THE TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY ORDER NUMBER ABS63019458 WITH AN EFFECTIVE DATE OF 03-31-2023.
7. ALL RECEPTION NUMBERS REFERENCED HEREON REFER TO THE RECORDS OF GARFIELD COUNTY CLERK AND RECORDER'S OFFICE.
8. THE PROPERTY IS LOCATED WITHIN PA 8 AND PA 9 OF THE CASTLE VALLEY RANCH PUD AND IS ZONED RESIDENTIAL / MF-2.
9. THE 10' TRAIL EASEMENT EXTENDS 5 FEET ON EITHER SIDE OF THE LINE DEPICTED HEREON, AND IS FURTHER DESCRIBED IN THAT CERTAIN TRAIL EASEMENT RECORDED AS RECEPTION NO. _____.
10. MUNICIPAL CODE SECTION 13.20.130: MAINTENANCE OF SERVICE PIPES AND FIXTURES SHALL APPLY TO THE RAW WATER TAPS AND SERVICE LINES.
11. THE FINAL DEVELOPMENT PLAN AND FINAL SUBDIVISION PLAT FOR THIS PROJECT DOES NOT CONFER ANY DEVELOPMENT RIGHTS ON LOT 4.

TOWN COUNCIL CERTIFICATE

THIS PLAT APPROVED BY THE TOWN COUNCIL OF THE TOWN OF NEW CASTLE, GARFIELD COUNTY, COLORADO, THIS ___ DAY OF _____, A.D. 2025, 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. CASTLE VALLEY RANCH FILING 13, PA 8 & PA 9 IS SUBJECT TO THE TERMS AND CONDITIONS OF TOWN OF NEW CASTLE ORDINANCE NO. 2024 - ___ (THE "APPROVAL ORDINANCE")

_____
MAYOR

WITNESS MY HAND AND THE SEAL OF THE TOWN OF NEW CASTLE.

ATTEST:

_____
TOWN CLERK

SURVEYOR'S CERTIFICATE

I, GEOFFREY R. KELLER, 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 OF THE 9 NORTH WILDHORSE PUD SUBDIVISION AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND 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 ___, AD. 2025.

_____
GEOFFREY R. KELLER
REGISTERED LAND SURVEYOR #37997

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT ___ O'CLOCK ___. M., _____, 2024, AND IS DULY RECORDED IN BOOK ___, PAGE NO.___ AS RECEPTION NUMBER _____.

_____
CLERK AND RECORDER

BY: _____
DEPUTY

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704 0311 • soprisengineering.com

G:\2023\13011 CVR RI RES\SURVEY\SURVEY DWGS\SURVEY PLOTS\13011 PLAT DWG - Feb 26, 2025 - 3:18pm

EXHIBIT J

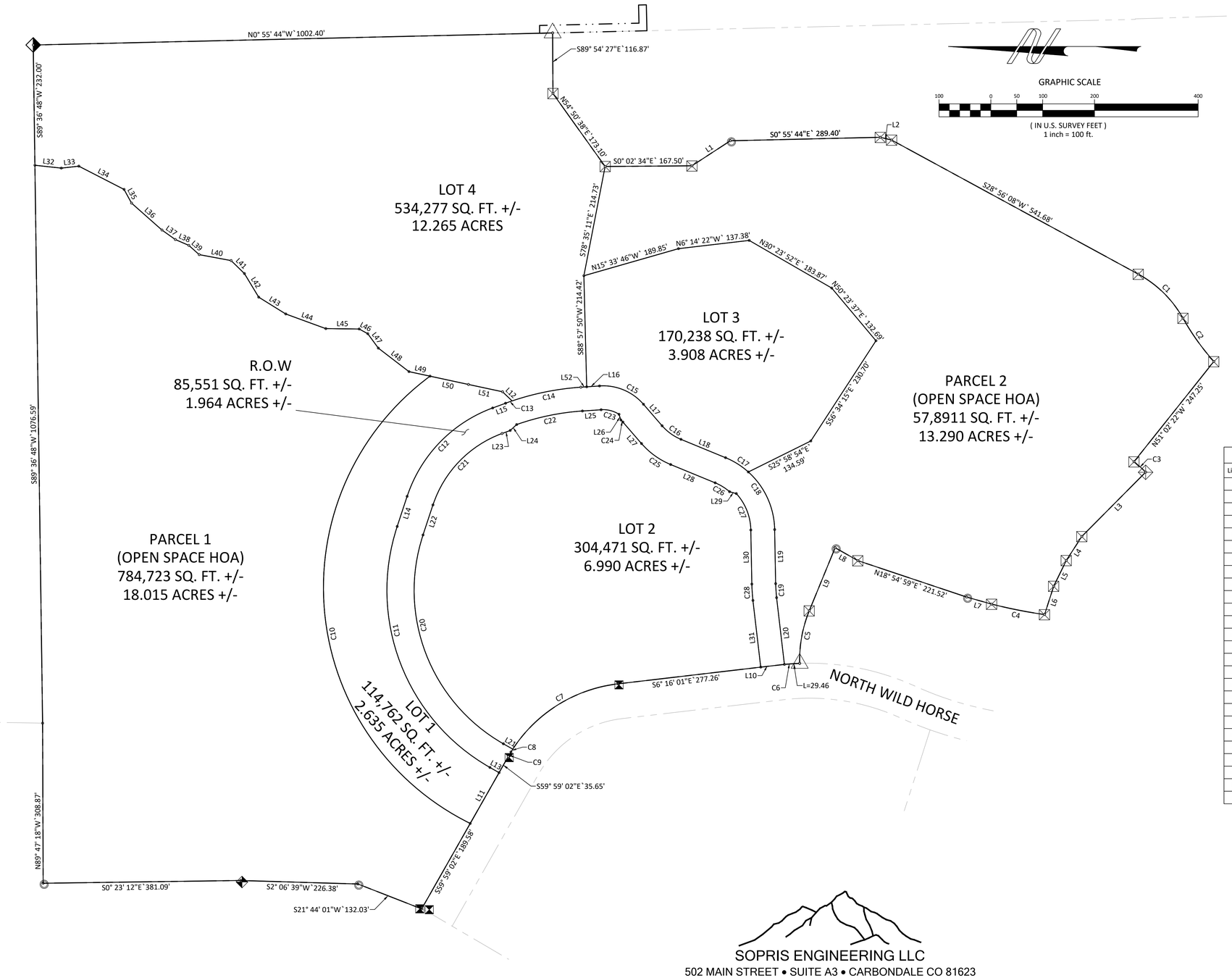
FINAL PLAT OF:

9 NORTH WILD HORSE

CASTLE VALLEY RANCH FILING 13, PA 8 & PA 9

A PORTION OF THE 'OPTION PROPERTY' BEING SITUATED IN THE SW1/4 OF SECTION 29, SE1/4 OF SECTION 30, THE NE1/4 OF SECTION 31, AND THE NW1/4 OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M.
TOWN OF NEW CASTLE, COUNTY OF GARFIELD, STATE OF COLORADO

SHEET 2 OF 4
THE PUD SUBDIVISION BOUNDARY, LOTS, RIGHTS-OF-WAY AND PARCELS



GRAPHIC SCALE

100 0 50 100 200 400

(IN U.S. SURVEY FEET)
1 inch = 100 ft.

MONUMENT LEGEND

- FOUND BRASS CAP
- FOUND ALUMINUM CAP
- FOUND #5 REBAR
- FOUND #4 REBAR & YELLOW PLASTIC CAP STAMPED "L.S. 13501"
- FOUND #4 REBAR & YELLOW PLASTIC CAP STAMPED "L.S. 3174"
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- FOUND #5 REBAR & ORANGE PLASTIC CAP STAMPED "L.S. 28643"
- SET MONUMENT-L.S. 28643

MONUMENTS WERE FOUND FLUSH WITH THE GROUND UNLESS OTHERWISE STATED

LAND AREA SUMMARY

FATHERING PARCEL	SQ. FT±	ACRES ±
9 NORTH WILDHORSE.	2,572,932	59.066
9 NORTH WILDHORSE PUD SUB DIVISION		
LOT #	SQ. FT±	ACRES ±
1	114,762	2.635
2	304,471	6.990
3	170,238	3.908
4	534,277	12.265
ROW	85,551	1.964
PARCEL 1	784,723	18.015
PARCEL 2	578,911	13.290
	2,572,933	59.066

PARCEL & LOT TABLES

Line Table		
Line #	Direction	Length
L10	S6° 16' 01"E`	37.17'
L11	S59° 59' 02"E`	112.77'
L12	N44° 00' 51"E`	25.61'
L13	S30° 00' 58"W`	20.34'
L14	N71° 18' 18"W`	61.12'
L15	N19° 46' 22"W`	26.48'
L16	S3° 26' 55"E`	24.86'
L17	S49° 31' 43"W`	54.84'
L18	S22° 45' 24"W`	92.96'
L19	N89° 20' 38"E`	104.39'
L20	N83° 43' 59"E`	129.67'
L21	S30° 00' 58"W`	20.85'
L22	N71° 18' 18"W`	61.12'
L23	N19° 46' 22"W`	16.82'
L24	N42° 16' 22"W`	16.89'
L25	N3° 26' 55"W`	36.20'
L26	N72° 01' 43"E`	11.56'
L27	N49° 31' 43"E`	54.84'
L28	N22° 45' 24"E`	92.96'
L29	N16° 06' 51"E`	13.58'
L30	N89° 20' 38"E`	104.39'
L31	N83° 43' 59"E`	129.59'
L32	S6° 37' 21"W`	51.28'
L33	S5° 55' 59"E`	34.00'
L34	S27° 36' 01"W`	98.08'
L35	S61° 46' 46"W`	30.05'

Line Table		
Line #	Direction	Length
L36	S41° 54' 22"W`	78.50'
L37	S35° 50' 28"W`	31.46'
L38	S23° 53' 07"W`	28.51'
L39	S42° 11' 13"W`	26.79'
L40	S10° 58' 05"W`	62.67'
L41	S44° 37' 07"W`	35.86'
L42	S59° 15' 49"W`	53.20'
L43	S32° 16' 29"W`	61.43'
L44	S20° 30' 45"W`	82.28'
L45	S1° 02' 59"W`	64.48'
L46	S29° 05' 56"W`	18.84'
L47	S54° 12' 15"W`	34.55'
L48	S37° 54' 23"W`	74.47'
L49	S12° 34' 16"W`	117.40'
L50	N12° 34' 16"E`	75.79'
L51	N12° 30' 14"E`	67.24'
L52	N3° 26' 55"W`	36.20'

Curve Table							
Curve #	Length	Radius	Tangent	Delta	Chord Direction	Chord
C7	246.82'	281.25'	131.99'	50°16'56"	S31° 24' 30"E`	238.98'
C8	6.51'	277.83'	3.25'	1°20'30"	S57° 32' 44"E`	6.51'
C9	10.35'	281.25'	5.18'	2°06'32"	S58° 55' 46"E`	10.35'
C10	1038.68'	507.31'	832.89'	117°18'33"	S85° 16' 20"W`	866.53'
C11	539.67'	393.00'	322.12'	78°40'44"	S69° 21' 20"W`	498.26'
C12	245.54'	273.00'	131.77'	51°31'56"	N45° 32' 20"W`	237.35'
C13	149.01'	523.00'	75.01'	16°19'27"	N11° 36' 39"W`	148.50'
C14	149.01'	523.00'	75.01'	16°19'27"	N11° 36' 39"W`	148.50'
C15	95.24'	103.00'	51.33'	52°58'38"	S23° 02' 24"W`	91.88'
C16	45.32'	97.00'	23.08'	26°46'19"	S36° 08' 34"W`	44.91'
C17	52.12'	153.00'	26.32'	19°31'06"	S32° 30' 57"W`	51.87'
C18	150.52'	153.00'	81.98'	56°21'55"	N61° 09' 40"E`	144.52'
C19	27.13'	277.00'	13.57'	5°36'39"	N86° 32' 18"E`	27.12'
C20	467.58'	340.50'	279.09'	78°40'44"	S69° 21' 20"W`	431.70'
C21	198.32'	220.50'	106.43'	51°31'56"	N45° 32' 20"W`	191.70'
C22	129.96'	477.00'	65.38'	15°36'36"	N11° 15' 13"W`	129.55'
C23	36.13'	57.00'	18.70'	36°19'12"	N14° 42' 41"E`	35.53'
C24	5.67'	50.50'	2.84'	6°25'44"	N46° 18' 51"E`	5.66'
C25	69.85'	149.50'	35.58'	26°46'19"	N36° 08' 34"E`	69.22'
C26	32.62'	100.50'	16.45'	18°35'48"	N32° 03' 18"E`	32.48'
C27	77.31'	107.00'	40.43'	41°23'47"	N68° 38' 44"E`	75.64'
C28	31.63'	323.00'	15.83'	5°36'39"	N86° 32' 18"E`	31.62'

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COLORADO LICENSED GEOFFREY KUSLER 37997 PROFESSIONAL LAND SURVEYOR

2/2/26

GEOFFREY KUSLER
REGISTERED LAND SURVEYOR #37997

G:\2023\23101\23101 PLAT #2 RESUBMIT\PLAT\PLAT SHTS\23101 PLAT SHT2.DWG - Feb 26, 2026 - 3:59pm

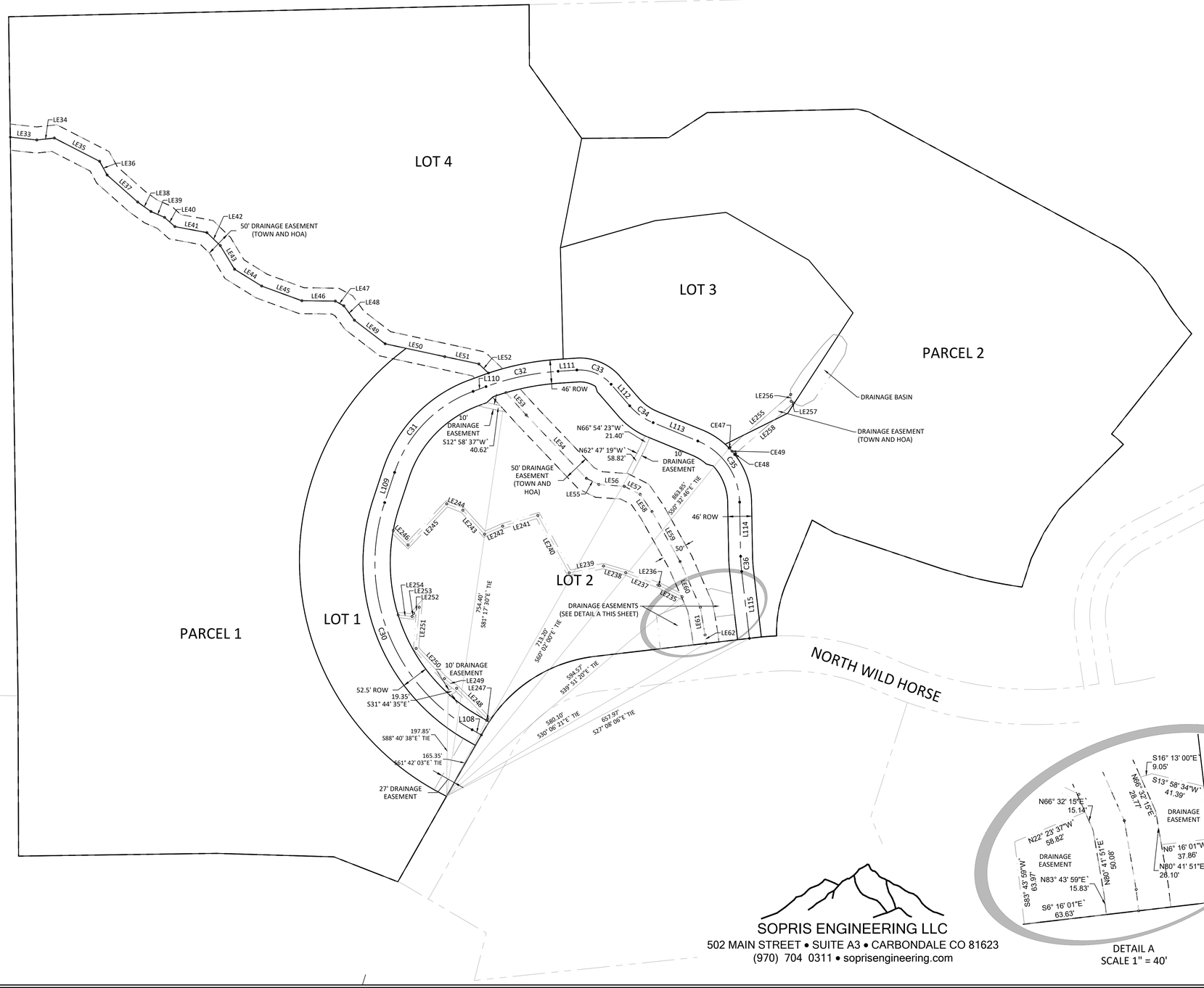
FINAL PLAT OF:

9 NORTH WILD HORSE

CASTLE VALLEY RANCH FILING 13, PA 8 & PA 9

A PORTION OF THE 'OPTION PROPERTY' BEING SITUATED IN THE SW1/4 OF SECTION 29, SE1/4 OF SECTION 30, THE NE1/4 OF SECTION 31, AND THE NW1/4 OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M.
TOWN OF NEW CASTLE, COUNTY OF GARFIELD, STATE OF COLORADO

DRAINAGE EASEMENTS



DRAINAGE EASEMENT TABLES

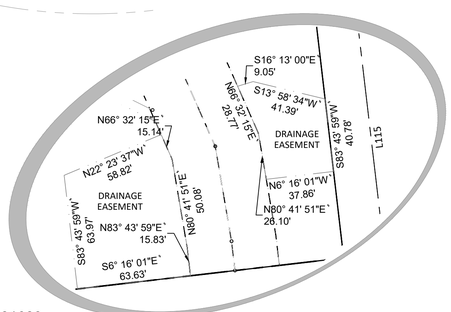
Line Table		
Line #	Direction	Length
LE33	S6° 37' 21"W`	51.28'
LE34	S5° 55' 59"E`	34.00'
LE35	S27° 36' 01"W`	98.08'
LE36	S61° 46' 46"W`	30.05'
LE37	S41° 54' 22"W`	78.50'
LE38	S35° 50' 28"W`	31.46'
LE39	S23° 53' 07"W`	28.51'
LE40	S42° 11' 13"W`	26.79'
LE41	S10° 58' 05"W`	62.67'
LE42	S44° 37' 07"W`	35.86'
LE43	S59° 15' 49"W`	53.20'
LE44	S32° 16' 29"W`	61.43'
LE45	S20° 30' 45"W`	82.28'
LE46	S1° 02' 59"W`	64.48'
LE47	S29° 05' 56"W`	18.84'

Line Table		
Line #	Direction	Length
LE48	S54° 12' 15"W`	34.55'
LE49	S37° 54' 23"W`	74.47'
LE50	S12° 34' 16"W`	117.40'
LE51	S12° 30' 14"W`	67.24'
LE52	S44° 00' 51"W`	25.61'
LE53	S48° 20' 16"W`	58.21'
LE54	S46° 51' 39"W`	168.15'
LE55	S26° 32' 16"W`	26.81'
LE56	S4° 36' 48"W`	49.02'
LE57	S27° 12' 41"W`	34.17'
LE58	S55° 43' 55"W`	40.37'
LE59	S61° 08' 15"W`	110.58'
LE60	S66° 32' 15"W`	96.39'
LE61	S80° 41' 51"W`	53.85'
LE62	S83° 43' 59"W`	16.50'

Line Table		
Line #	Direction	Length
LE235	N26° 49' 59"E`	48.32'
LE236	N20° 35' 53"E`	3.50'
LE237	N21° 28' 49"E`	66.56'
LE238	N16° 58' 43"E`	44.42'
LE239	N10° 53' 25"W`	67.51'
LE240	N61° 46' 50"E`	126.04'
LE241	N16° 29' 29"W`	70.83'
LE242	N23° 32' 51"W`	38.25'
LE243	N48° 23' 10"E`	62.29'
LE244	N22° 03' 47"E`	33.36'
LE245	N46° 22' 21"W`	108.94'
LE246	N45° 00' 00"E`	39.91'
LE247	S54° 51' 12"E`	3.67'
LE248	N44° 57' 58"E`	84.05'
LE249	N38° 30' 31"E`	29.97'
LE250	N47° 10' 57"E`	79.65'
LE251	S85° 19' 09"E`	79.86'
LE252	N47° 29' 38"W`	16.01'
LE253	N63° 42' 25"W`	6.77'
LE254	N6° 47' 17"E`	26.99'

Line Table		
Line #	Direction	Length
LE255	S40° 42' 34"E`	155.28'
LE256	S86° 36' 12"W`	13.26'
LE257	S35° 09' 23"W`	5.63'
LE258	N40° 42' 34"W`	148.62'

Curve Table					
Curve #	Radius	Length	Chord Direction	Tangent	Chord
CE47	15.00	2.02	S36° 50' 43"E`	1.01'	2.02'
CE48	15.00	2.02	N44° 34' 26"W`	1.01'	2.02'
CE49	153.00	16.28	N49° 17' 26"E`	8.15'	16.27'



DETAIL A
SCALE 1" = 40'

GRAPHIC SCALE

100 0 50 100 200 400

(IN U.S. SURVEY FEET)
1 inch = 100 ft.

RIGHT-OF-WAY CENTERLINE EASEMENT TABLES

Curve Table					
Curve #	Radius	Length	Chord Direction	Tangent	Chord
C30	370.00	508.09	N69° 21' 20"E`	303.27'	469.10'
C31	250.00	224.85	S45° 32' 20"E`	120.67'	217.35'
C32	500.00	142.46	S11° 36' 39"E`	71.71'	141.97'
C33	80.00	73.97	S23° 02' 24"W`	39.87'	71.36'
C34	120.00	56.07	S36° 08' 34"W`	28.56'	55.56'
C35	130.00	151.08	S56° 03' 01"W`	85.37'	142.72'
C36	300.00	29.38	S86° 32' 18"W`	14.70'	29.37'

Line Table		
Line #	Direction	Length
L108	N30° 00' 58"E`	20.34'
L109	S71° 18' 18"E`	61.12'
L110	S19° 46' 22"E`	26.48'
L111	S3° 26' 55"E`	36.20'
L112	S49° 31' 43"W`	54.84'
L113	S22° 45' 24"W`	92.96'
L114	S89° 20' 38"W`	104.39'
L115	S83° 43' 59"W`	129.67'

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COLORADO LICENSED GEOFFREY KELLER 37997 LAND SURVEYOR
2/3/2026

GEOFFREY KELLER
REGISTERED LAND SURVEYOR #37997

G:\2023\13011 CVR PZ RESOURVEY\SURVEY\DWGS\SURVEY PLOTS\13011-PLAT-SHT.DWG - Feb 26, 2025 - 3:19pm

EXHIBIT J

FINAL PLAT OF:

CASTLE VALLEY RANCH FILING 13, PA 8 & PA 9

A PORTION OF THE 'OPTION PROPERTY' BEING SITUATED IN THE SW1/4 OF SECTION 29, SE1/4 OF SECTION 30, THE NE1/4 OF SECTION 31, AND THE NW1/4 OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M.
TOWN OF NEW CASTLE, COUNTY OF GARFIELD, STATE OF COLORADO

SHEET 4 OF 5

TRAIL AND EMERGENCY ACCESS EASEMENTS

GRAPHIC SCALE

100 0 50 100 200 400

(IN U.S. SURVEY FEET)
1 inch = 100 ft.

TRAIL CENTERLINE EASEMENT TABLES

Curve Table					
Curve #	Radius	Length	Chord Direction	Tangent	Chord
CE41	915.33	114.23	S49° 52' 11"W`	57.19'	114.16'
CE42	1692.11	122.64	S54° 52' 41"W`	61.35'	122.61'
CE43	504.41	54.96	S37° 45' 57"W`	27.51'	54.93'
CE45	50.00	11.11	N43° 01' 11"E`	5.58'	11.09'
CE46	50.00	13.14	N41° 51' 35"E`	6.61'	13.10'

Line Table		
Line #	Direction	Length
LE63	S52° 59' 59"W`	41.63'
LE64	S60° 21' 13"W`	48.43'
LE65	S41° 00' 09"W`	49.64'
LE66	S7° 36' 10"W`	22.14'
LE67	S39° 52' 58"W`	66.63'
LE121	S21° 30' 24"W`	49.18'
LE122	S41° 15' 05"W`	56.80'
LE123	S42° 06' 22"W`	51.47'
LE124	S60° 56' 13"W`	28.11'
LE125	S84° 33' 34"W`	25.37'
LE126	N73° 29' 00"W`	48.74'
LE127	S80° 04' 18"W`	49.14'
LE128	N87° 00' 01"W`	60.16'
LE129	N70° 13' 38"W`	29.33'
LE130	N80° 22' 39"W`	23.72'
LE131	S53° 25' 38"W`	44.72'
LE132	S85° 41' 30"W`	14.80'
LE133	N59° 15' 38"W`	21.67'
LE134	S68° 24' 01"W`	15.41'
LE135	N73° 03' 27"W`	32.04'

Line Table		
Line #	Direction	Length
LE136	S60° 35' 35"W`	14.37'
LE137	S15° 24' 51"W`	15.26'
LE138	N77° 23' 56"W`	14.99'
LE139	S48° 25' 37"W`	14.32'
LE140	N75° 59' 12"W`	54.90'
LE141	S52° 00' 17"W`	27.16'
LE142	S0° 24' 17"W`	19.00'
LE143	S15° 00' 50"W`	22.30'
LE144	S77° 55' 24"W`	21.80'
LE145	N64° 25' 05"W`	28.22'
LE146	S84° 39' 57"W`	28.88'
LE147	N59° 36' 31"W`	21.59'
LE148	S89° 40' 47"W`	12.01'
LE149	S54° 42' 25"W`	23.96'
LE150	S88° 02' 15"W`	40.48'
LE151	S44° 08' 39"W`	89.29'
LE152	S13° 22' 19"W`	41.33'
LE153	S29° 33' 39"W`	36.20'
LE154	S67° 47' 30"W`	25.69'
LE155	S24° 46' 28"W`	26.53'

Line Table		
Line #	Direction	Length
LE156	S38° 05' 25"W`	34.57'
LE157	S84° 37' 27"W`	36.22'
LE158	S38° 36' 08"W`	31.33'
LE159	S43° 56' 20"E`	33.99'
LE160	S31° 40' 40"E`	42.34'
LE161	S67° 05' 41"E`	18.75'
LE162	S70° 58' 24"E`	35.95'
LE163	S35° 16' 50"E`	17.86'
LE164	S1° 46' 53"W`	31.94'
LE165	S16° 53' 33"E`	14.23'
LE166	S25° 24' 42"E`	25.99'
LE167	S8° 18' 20"E`	21.54'
LE168	S25° 32' 42"W`	17.16'
LE169	S40° 06' 24"W`	24.93'
LE170	S25° 23' 15"W`	37.49'
LE171	S3° 02' 53"W`	12.48'
LE172	S11° 16' 11"E`	29.86'
LE173	S33° 01' 56"W`	30.78'
LE174	S3° 25' 32"W`	41.87'
LE175	S62° 24' 56"W`	8.58'

Line Table		
Line #	Direction	Length
LE176	S72° 59' 12"W`	18.90'
LE177	S39° 08' 12"W`	13.64'
LE178	S2° 05' 09"W`	29.61'
LE179	S25° 42' 45"W`	61.67'
LE180	S1° 20' 12"W`	56.73'
LE181	S18° 02' 18"W`	17.26'
LE182	S43° 21' 02"W`	24.15'
LE183	S12° 51' 32"W`	24.24'
LE184	S58° 27' 57"W`	32.26'
LE185	S34° 23' 32"W`	22.87'
LE186	S3° 50' 00"E`	29.13'
LE187	S23° 42' 31"W`	47.03'
LE188	S71° 09' 27"W`	35.03'
LE189	S37° 46' 58"W`	22.13'
LE190	S31° 59' 29"W`	23.12'
LE191	S66° 43' 32"W`	45.34'
LE192	S88° 38' 42"W`	50.99'
LE193	S74° 57' 46"W`	67.21'
LE194	S44° 56' 27"W`	15.46'
LE195	S67° 20' 56"W`	32.82'

Line Table		
Line #	Direction	Length
LE196	S9° 46' 43"W`	24.78'
LE197	S57° 21' 30"W`	37.02'
LE198	S62° 48' 48"W`	34.33'
LE199	S43° 53' 35"W`	45.19'
LE200	S75° 40' 43"W`	40.16'
LE222	N36° 39' 06"E`	37.92'
LE223	N49° 23' 17"E`	157.64'
LE224	N34° 19' 54"E`	39.21'
LE225	N36° 17' 01"E`	79.74'
LE226	N28° 08' 01"E`	76.97'
LE227	N28° 45' 08"E`	56.48'
LE228	N18° 24' 24"E`	100.80'
LE229	N5° 56' 16"E`	94.28'
LE230	N11° 18' 14"E`	68.93'
LE232	N5° 51' 44"W`	47.74'
LE233	N13° 57' 52"E`	57.01'
LE234	N12° 41' 37"E`	26.70'

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COLORADO LICENSED GEOFFREY KELLER 37997 LAND SURVEYOR

2/26/2

GEOFFREY A. KELLER
REGISTERED LAND SURVEYOR #37997

G:\2021\21013\21013 CVR R2 RES\SURVEY\SURVEY DWGS\SURVEY PLOTS\21013-PLAT-SH2.DWG - Feb 26, 2025 - 3:19pm

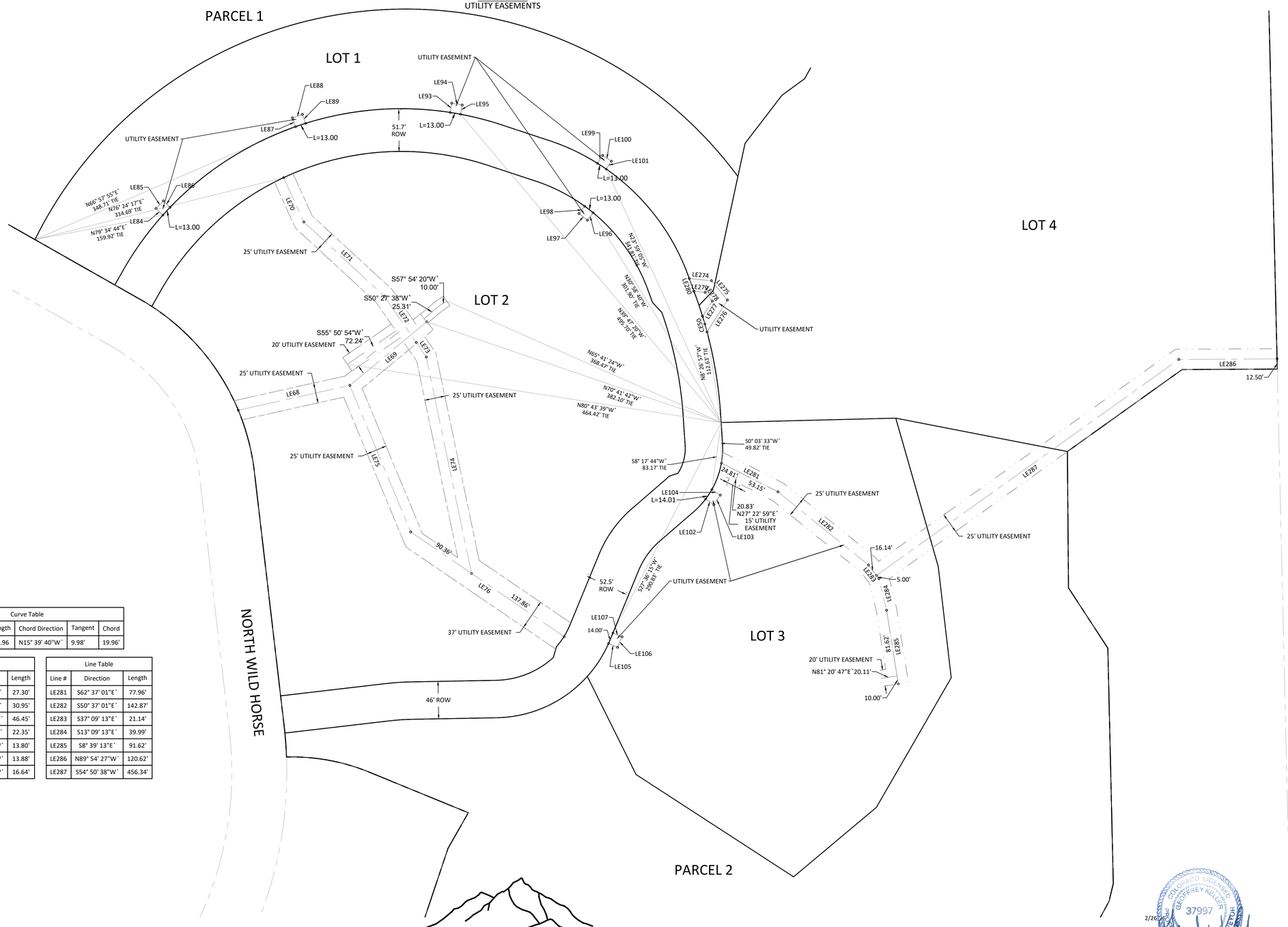
FINAL PLAT OF:

9 NORTH WILD HORSE

CASTLE VALLEY RANCH FILING 13, PA 8 & PA 9

A PORTION OF THE 'OPTION PROPERTY' BEING SITUATED IN THE SW1/4 OF SECTION 29, SE1/4 OF SECTION 30, THE NE1/4 OF SECTION 31, AND THE NW1/4 OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M.
TOWN OF NEW CASTLE, COUNTY OF GARFIELD, STATE OF COLORADO

SHEET 5 OF 5
UTILITY EASEMENTS



GRAPHIC SCALE

60 0 30 60 120 240

(IN U.S. SURVEY FEET)
1 inch = 60 ft.

UTILITY EASEMENT TABLES

Line Table		
Line #	Direction	Length
LE68	N77° 50' 30"E`	140.31'
LE69	N50° 47' 09"E`	122.56'
LE70	S24° 04' 10"E`	59.84'
LE71	S46° 54' 06"E`	134.42'
LE72	S34° 09' 06"E`	69.12'
LE73	S34° 09' 06"E`	21.73'
LE74	S11° 23' 39"E`	271.52'
LE75	S22° 08' 45"E`	194.94'
LE76	S55° 16' 07"E`	228.21'

Curve Table					
Curve #	Radius	Length	Chord Direction	Tangent	Chord
CE50	523.00	19.96	N15° 39' 40"W`	9.98'	19.96'

Line Table		
Line #	Direction	Length
LE274	S84° 06' 40"E`	27.30'
LE275	S39° 06' 40"E`	30.95'
LE276	S33° 03' 49"W`	46.45'
LE277	N33° 03' 49"E`	22.35'
LE278	N39° 06' 40"W`	13.80'
LE279	N84° 06' 40"W`	13.88'
LE280	N19° 46' 22"W`	16.64'

Line Table		
Line #	Direction	Length
LE281	S62° 37' 01"E`	77.96'
LE282	S50° 37' 01"E`	142.87'
LE283	S37° 09' 13"E`	21.14'
LE284	S13° 09' 13"E`	39.99'
LE285	S8° 39' 13"E`	91.62'
LE286	N89° 54' 27"W`	120.62'
LE287	S54° 50' 38"W`	456.34'

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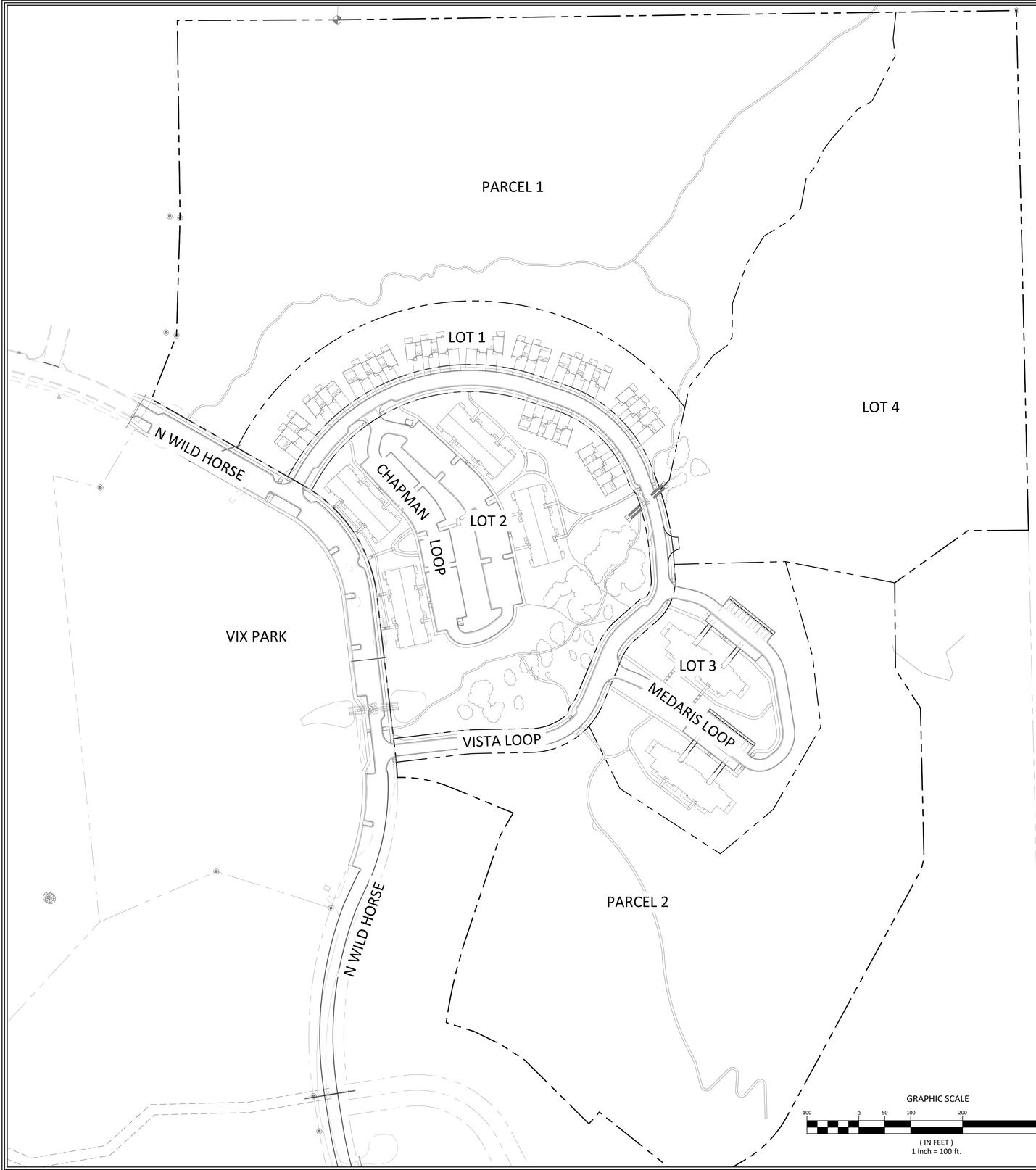
COLORADO LICENSED GEOFFREY KELLER 37997 LAND SURVEYOR

2/26/25

GEOFFREY R. KELLER
REGISTERED LAND SURVEYOR #37997

G:\2023\33011 CW\ RES\SURVEY\SURVEY\DWGS\SURVEY PLOTS\33011 PLAT-SHT.DWG Feb 26, 2025 - 3:19pm

EXHIBIT J



VICINITY MAP
SCALE: 1" = 500'

SHEET INDEX

C0.0 - COVER SHEET
C0.1 - NOTES
C1.0 - SITE PLAN
C1.1 - SITE PLAN SECTIONS
C1.2 - SIGNAGE AND STRIPING PLAN
C1.3 - EROSION CONTROL PLAN
C2.0 - OVERALL GRADING PLAN
C2.1 - VISTA LOOP PLAN/PROFILE
C2.2 - MEDARIS LOOP PLAN/PROFILE
C2.3 - CHAPMAN LOOP PLAN/PROFILE
C2.4 - N. WILD HORSE PLAN/PROFILE
C2.5 - NORTH WEST GRADING
C2.6 - NORTH EAST GRADING
C2.7 - WEST GRADING
C2.8 - EAST GRADING
C2.9 - SOUTH EAST GRADING
C3.0 - OVERALL UTILITY PLAN
C3.1 - SITE UTILITY SHEET
C3.2 - SEWER A PLAN/PROFILE
C3.3 - SEWER B PLAN/PROFILE
C3.4 - WATER MAIN A PLAN/PROFILE 1
C3.5 - WATER MAIN A PLAN/PROFILE 2
C3.6 - WATER MAIN B PLAN/PROFILE
C3.7 - WATER MAIN C PLAN/PROFILE
C4.0 - STORM PLAN A, B, & C
C4.1 - STORM PROFILES A, B, & C
C4.2 - STORM PLAN D, E, & F
C4.3 - STORM PROFILES D, E, & F
C4.4 - STORM PLAN G, H, J, M, & N
C4.5 - STORM PROFILES G, H, J, M, & N
C4.6 - STORM PLAN K & L
C4.7 - STORM PROFILES K & L
C5.0 - SITE DETAILS
C5.01 - TOWN SITE DETAILS
C5.1 - GRADING DETAILS
C5.2 - SIGNAGE DETAILS
C5.3 - WATER DETAILS
C5.4 - SEWER DETAILS
C6.0 - EXISTING DRAINAGE EXHIBIT
C6.1 - PROPOSED DRAINAGE EXHIBIT
C6.2 - SITE DRAINAGE EXHIBIT

NORTH

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

811 Know what's below. Call before you dig.
CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704•0311 • soprisengineering.com

DATE:	02-26-2024	
JOB NO.	33011.01	
DESIGNED BY	AKC	
DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

COLORADO REGISTERED
28377
2.26.25
PROFESSIONAL ENGINEER

DATE	REVISION

TITLE
COVER SHEET

DRAWING NO.
C-0.0

G:\33011\33011 CVR RE RESUBS\CIVIL\CIVIL DWGS\PLOTS\33011-C00-COVER.DWG - Feb 26, 2025 - 2:59pm

GENERAL CONSTRUCTION NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST DESIGN STANDARDS OF TOWN OF NEW CASTLE AND THE RESPECTIVE UTILITY COMPANY UNLESS OTHERWISE NOTED.
2. THE EXISTING CONTOUR INTERVAL IS TWO (2) FEET (DASHED). EXISTING CONDITIONS ARE BASED ON AN IMPROVEMENT SURVEY PERFORMED BY SOPRIS ENGINEERING, LLC.
3. ALL EXISTING UTILITIES EITHER UNDERGROUND OR OVERHEAD, SHALL BE MAINTAINED IN CONTINUOUS SERVICE THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR ANY DAMAGE TO, OR INTERRUPTION OF SERVICES CAUSED BY THE CONSTRUCTION.
4. ALL CONTRACTORS AND SUBCONTRACTORS SHALL HAVE A SET OF APPROVED CONSTRUCTION DOCUMENTS ON SITE AT ALL TIMES.
5. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING CONDITIONS OUTSIDE THE DESIGNATED IMPROVEMENT AREA FROM DAMAGE. ANY DAMAGE TO EXISTING AREAS OUTSIDE THE DESIGNATED IMPROVEMENT AREA DURING CONSTRUCTION SHALL, AT A MINIMUM, BE RESTORED TO A STATE EQUAL TO ITS PRE CONSTRUCTION STATE.
6. THE GENERAL CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS TO COMPLETE WORK, AND SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS. IDENTIFYING THE NEED FOR A PERMIT, PREPARING THE APPLICATION, AND PAYING THE SUBMITTAL AND REVIEW FEES NECESSARY TO SECURE PERMITS WILL BE THE TOTAL RESPONSIBILITY OF THE GENERAL CONTRACTOR. A COPY OF ALL PERMITS MUST BE POSTED AND WEATHER PROOFED ON SITE AT ALL TIMES.
7. THE GENERAL CONTRACTOR SHALL PERFORM THE WORK ACCORDING TO ALL LOCAL GOVERNMENT, COUNTY, STATE, AND FEDERAL SAFETY AND HEALTH REGULATIONS. IN PARTICULAR, THE "TRENCHING" AND "OPEN EXCAVATION" OPERATIONS SHALL COMPLY WITH ALL CURRENT O.S.H.A. REGULATORY REQUIREMENTS.
8. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING THEIR OWN DISPOSAL SITE FOR ALL DISPOSED MATERIALS.
9. COORDINATION WITH OTHER AGENCIES: THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING INSPECTIONS PERFORMED BY OTHER GOVERNMENTAL AGENCIES, AND THE ENGINEER OF RECORD, AS PRESCRIBED IN THEIR PERMITS AND APPROVALS.
10. MAINTAIN TRAFFIC CONTROL DEVICES: THE CONTRACTOR SHALL INSTALL AND MAINTAIN FENCES, BARRIERS, LIGHTS AND SIGNS THAT ARE NECESSARY TO GIVE ADEQUATE WARNING TO THE PUBLIC AND TRAVELING MOTORISTS AT ALL TIMES.
11. NO MATERIAL OR EQUIPMENT SHALL BE STORED IN THE PUBLIC RIGHT-OF-WAY WITHOUT PRIOR APPROVAL FROM THE TOWN OF NEW CASTLE.
12. NOTIFY UTILITY OWNERS: CONTRACTOR SHALL NOTIFY ALL PUBLIC OR PRIVATE UTILITY OWNERS FORTY-EIGHT HOURS (OR AS REQUIRED BY UTILITY COMPANIES) PRIOR TO COMMENCEMENT OF WORK ADJACENT TO THE UTILITY.
13. IT IS THE CONTRACTORS RESPONSIBILITY TO SCHEDULE INSTALLATION INSPECTIONS AND SCHEDULE/OBTAIN AS-BUILT SURVEY DATA DURING CONSTRUCTION OF ALL IMPROVEMENTS TO INCLUDE, BUT NOT LIMITED TO, STORM PIPE INVERTS AT ALL BENDS, INLETS, OUTFALLS, AND UTILITY INFRASTRUCTURE.
14. COORDINATION WITH OTHER CONTRACTORS: WHERE TWO OR MORE CONTRACTORS ARE WORKING IN THE SAME AREA, EACH SHALL CONDUCT THEIR OPERATIONS IN SUCH A MANNER AS NOT TO CAUSE ANY UNNECESSARY DELAY OR HINDRANCE TO THE OTHER. WHERE CONFLICTS CANNOT BE AVOIDED, THE LOCAL GOVERNMENT WILL DETERMINE WHICH CONTRACTOR(S) HAVE CONSTRUCTION PRIORITY OVER THE OTHER CONTRACTORS AND THE TERMS OF SUCH CONSTRUCTION PRIORITY.
15. THE CONTRACTOR AND SUB-CONTRACTOR MUST MAKE EVERY ATTEMPT TO PREVENT DAMAGE TO EXISTING TREES AND ASSOCIATED ROOTS IN AND AROUND THE WORK AREA.

CONCRETE FLATWORK SPECIFICATIONS

1. CONCRETE MATERIAL AND PLACEMENT SHALL BE CDOT CLASS D MIX, WITH 4000 PSI COMPRESSIVE STRENGTH.
2. WEATHER PROTECTION SHALL BE PROVIDED IN COMPLIANCE WITH CDOT STANDARD SPECIFICATIONS (LATEST STANDARDS) SECTION 412 & 601.
3. PERMITTEE SHALL SCHEDULE A FORM INSPECTION AND OBTAIN APPROVAL PRIOR TO POURING WITHIN TOWN OF NEW CASTLE RIGHT-OF-WAY.
4. DAMAGED CONCRETE PAVEMENT SHALL BE REMOVED AND REPLACED AS A FULL PANEL SECTION WITH DOWELS SET INTO ADJACENT PANELS IN COMPLIANCE WITH CDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION AND M&S STANDARDS (LATEST EDITION).
5. DAMAGED FLATWORK AND CURB AND GUTTER SHALL BE REPLACED IN FULL SECTIONS FROM EXISTING CONTRACTION JOINTS. PARTIAL SECTION REPLACEMENT SHALL NOT BE PERMITTED.
6. CONCRETE REMOVED ADJACENT TO ASPHALT PAVEMENTS SHALL BE SAWCUT A MINIMUM OF 2' STRIP ALONG THE ABUTTING EDGE PRIOR TO REMOVAL IN ORDER TO REMOVE WITHOUT DAMAGE TO THE ASPHALT PAVEMENT. THE SAWCUT EDGE SHALL NOT BE USED AS A FORM FOR THE NEW CONCRETE. TEMPORARY FORMWORK SHALL BE PLACED ALONG THE SAWCUT EDGE IN THE DESIRED ALIGNMENT. THE TOP EDGE OF THE REPLACED CONCRETE SECTION (CONC. LIP) SHALL BE STRAIGHT AND TRUE WITHOUT WARPING OR IRREGULARITY. AFTER THE FORMWORK IS REMOVED, THE GAP SHALL BE RE-PAVED WITH ASPHALT. DAMAGE CAUSED TO THE EDGE OF THE ASPHALT PAVEMENT SHALL RESULT IN THE ASSESSMENT OF A RESTORATION FOR ASPHALT RESURFACING.
7. SUBGRADE ELEVATION SHALL BE BROUGHT UP TO +/- 0.05 FOOT OF FINAL GRADE PER PLANS, WITH APPROVED MATERIALS PRIOR TO PLACING FORMS.
8. NO WATER SHALL BE PLACED ON CONCRETE SURFACE TO ASSIST FINISHING.
9. VARIATIONS OF CONCRETE SURFACE SHALL NOT EXCEED ¼ INCH IN TEN FEET (10') IN ALL DIRECTIONS.
10. LIQUID MEMBRANE CURING COMPOUND SHALL BE PLACED IN COMPLIANCE WITH CDOT STANDARD SPECIFICATIONS (LATEST EDITION) SECTION 601.13.36 AT A RATE TO COMPLETELY COAT ALL EXPOSED SURFACES.
11. PERMITTEE SHALL BE RESPONSIBLE FOR REPAIRING SIDEWALK, CURB, OR GUTTER DAMAGED FROM WORK ACTIVITIES OF PERMITTEE.
12. PERMITTEE SHALL BE RESPONSIBLE FOR INSTALLATION OF NEW SIDEWALK, CURB AND GUTTER PER TOWN OF NEW CASTLE CODE, AND FOR REPAIR OF SIDEWALK, CURB AND GUTTER PER TOWN OF NEW CASTLE CODE.
13. ALL CONTRACTION JOINTS SHALL BE SAWN JOINTS AND MUST BE CUT WITHIN 12 HOURS OF PLACEMENT. SAWN JOINTS SHALL BE STRAIGHT AND TRUE AND 1/8 IN WIDTH AND 1/3 OF CONCRETE THICKNESS AND CUT AT INTERVALS EQUAL TO THE WIDTH OF SIDEWALK.
14. BASE FOR FLATWORK SHALL BE AT LEAST 6" OF CDOT CLASS 6 ABC COMPACTED TO 95% OF STANDARD PROCTOR DENSITY WITHIN 2% OF OPTIMUM MOISTURE.
15. COARSE BROOM FINISH SHALL BE PROVIDED PERPENDICULAR TO THE DIRECTION OF PEDESTRIAN TRAVEL ON SIDEWALK AND RAMPS AND PERPENDICULAR TO THE DIRECTION OF WATER FLOW ON CURB AND GUTTER.

EROSION CONTROL NOTES:

1. CONTRACTOR MUST UTILIZE "BEST MANAGEMENT PRACTICES" (BMP), TO CONTROL EROSION AND SEDIMENTATION DURING CONSTRUCTION, TO INCLUDE THE INSTALLATION OF INLET PROTECTION AROUND THE NEAREST DOWNSTREAM RECEIVING INLET LOCATED WITHIN THE TOWN OF NEW CASTLE'S ROW.
2. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF ALL TEMPORARY EROSION CONTROL MEASURES.
3. DUST CAUSED BY EXCAVATION, TOPSOIL REMOVAL OPERATIONS, OR ROAD BASE PLACEMENT SHALL BE CONTROLLED BY THE CONTRACTOR AT HIS EXPENSE. THE ENGINEER OR TOWN OF NEW CASTLE MAY REQUIRE THE CONTRACTOR AT ANY TIME TO DISCONTINUE CONSTRUCTION ACTIVITIES UNTIL DUST CONDITIONS ARE REDUCED TO THE TOWN OF NEW CASTLE'S SATISFACTION.
4. THE CONTRACTOR WILL BE REQUIRED TO FURNISH AND APPLY A DUST PALLIATIVE ON THE SITE AS DIRECTED BY THE TOWN OF NEW CASTLE. DUST PALLIATIVE MAY CONSIST OF WATER OR A NON-POLLUTING SOLUTION. SPREADING OF WATER OR WATER MIXTURE SHALL BE DONE WITH ACCEPTABLE SPRINKLING EQUIPMENT. ALL DUST CONTROL SHALL EXTEND BEYOND THE CONSTRUCTION AREA PROPER TO THE SIDE STREETS ENTERING AND EXISTING THE PROJECT, WHERE MUD AND DIRT FROM CONSTRUCTION EQUIPMENT, AS WELL AS LOCAL TRAFFIC, MAY GET ONTO THE SIDE STREETS. CLEANUP OF THESE AREAS WILL BE REQUIRED AS NECESSARY OR AS DIRECTED BY THE TOWN OF NEW CASTLE/OWNER/ENGINEER.
5. MAINTENANCE OF PROPER DRAINAGE AND CLEANING TEMPORARY SEDIMENT CONTAINMENT DURING THE PROGRESS OF THE CONTRACT IS ESSENTIAL. ANY DAMAGE DUE TO IMPROPER MAINTENANCE OF SAID DRAINAGE PRIOR TO FINAL ACCEPTANCE OF THE PROJECT WILL BE THE CONTRACTOR'S RESPONSIBILITY.
6. BMP'S SHALL BE INSTALLED BEFORE ANY EARTH DISTURBING ACTIVITIES COMMENCE.
7. STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES SHALL NOT CAUSE, HAVE THE REASONABLE POTENTIAL TO CAUSE, OR MEASURABLY CONTRIBUTE TO AN EXCEEDANCE OF ANY WATER QUALITY STANDARD.
8. CONSTRUCTION SHALL BE PHASED IN A MANNER TO LIMIT EARTH DISTURBING ACTIVITIES (I.E. THE ENTIRE PROJECT SITE SHOULD NOT BE DISTURBED IF CONSTRUCTION WILL ONLY BE OCCURRING IN ONE PARTICULAR SECTION).
9. SEDIMENT CAUSED BY ACCELERATED SOIL EROSION SHALL BE REMOVED FROM RUNOFF WATER BEFORE IT LEAVES THE CONSTRUCTION SITE.
10. BULK STORAGE STRUCTURES FOR PETROLEUM PRODUCTS AND ANY OTHER CHEMICALS SHALL HAVE SECONDARY CONTAINMENT OR EQUIVALENT PROTECTION TO CONTAIN ALL SPILLS AND PREVENT ANY SPILLED MATERIAL FROM ENTERING STATE WATERS.
11. THE EROSION CONTROL PLAN SHALL BE CONTINUOUSLY UPDATED TO REFLECT NEW OR REVISED BEST MANAGEMENT PRACTICES (BMP'S) DUE TO CHANGES IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE CONSTRUCTION SITE. UPDATES MUST BE MADE WITHIN 72 HOURS FOLLOWING THE CHANGE IN BMP'S.
12. THE CONTRACTOR SHALL INSPECT THE CONSTRUCTION SITE (INCLUDING ALL BMP'S, STORAGE CONTAINERS, AND CONSTRUCTION EQUIPMENT) A MINIMUM OF EVERY 14 CALENDAR DAYS AND WITHIN 24 HOURS AFTER A PRECIPITATION EVENT OR SNOW MELT THAT MAY CAUSE SURFACE EROSION.
13. THE CONTRACTOR SHALL KEEP A RECORD OF ALL INSPECTIONS ON SITE AND AVAILABLE FOR REVIEW BY TOWN OF NEW CASTLE STAFF. INSPECTION REPORTS MUST IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE PERMIT.
14. STRAW BALES SHALL NOT BE USED FOR PRIMARY EROSION OR SEDIMENT CONTROL (I.E. STRAW BALES MAY BE USED FOR REINFORCEMENT BEHIND ANOTHER BMP SUCH AS SILT FENCE).
15. BMP'S INTENDED FOR SHEET FLOW SEDIMENT RUNOFF SHALL BE PLACED PARALLEL TO THE SLOPE.
16. ALL BMP'S SHALL BE CLEANED WHEN SEDIMENT LEVELS ACCUMULATE TO HALF THE DESIGN OF THE BMP UNLESS OTHERWISE SPECIFIED.
17. A VEHICLE TRACKING PAD (VTP) SHALL BE PLACED AT ALL EXITS FROM THE SITE TO PREVENT TRACK-OUT ONTO TOWN OF NEW CASTLE STREETS. IF TRACK-OUT DOES OCCUR, THE CONTRACTOR SHALL IMMEDIATELY SWEEP THE STREET OF DEBRIS.
18. ALL PORTA-POTTY STRUCTURES MUST BE FIRMLY SECURED WITH #4 REBAR ANCHORS OR EQUAL. MUST BE PLACED AWAY FROM FLOW LINES OF STREET, SWALES, RAIN GARDENS & AWAY FROM INLETS.
19. A CONCRETE WASHOUT AREA (CWA) MUST BE PROVIDED AND ROUTINELY MAINTAINED. NO WASHING OUT OF CONCRETE TRUCKS OR WASHING OF SWEEPINGS FROM EXPOSED AGGREGATE CONCRETE INTO STORM DRAINS, OPEN DITCHES, STREETS OR STREAMS IS ALLOWED.
20. EXCESS CONCRETE IS NOT ALLOWED TO BE DUMPED ON-SITE, EXCEPT IN DESIGNATED TEMPORARY CONCRETE WASHOUT AREAS (CWA).
21. ON-SITE TEMPORARY CONCRETE WASHOUT FACILITIES WILL BE CONSTRUCTED AND MAINTAINED IN SUFFICIENT QUANTITY AND SIZE TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS AND MUST BE CLEANED OUT OR REPLACED BEFORE THE WASHOUT IS 75% FULL.
22. STOCKPILES OF SOIL OR OTHER ERODABLE MATERIALS MUST BE MANAGED SO THAT STORMWATER DOES NOT COME IN CONTACT WITH THE PILE AND POTENTIALLY WASH POLLUTANTS OFFSITE. AT A MINIMUM STOCKPILES SHALL BE ROUTINELY WETTED AND/OR BLANKETED AS WELL AS INCLUDE AN EROSION SOCK PERIMETER BARRIER TO PREVENT WIND EROSION AND SEDIMENT TRANSPORT OFFSITE. STOCKPILES THAT ARE INACTIVE FOR MORE THAN 7 DAYS WILL REQUIRE SOIL BINDER OR HAVE MUCLH/MULCH TACKIFIER APPLIED.
23. EROSION CONTROL BLANKETS SHALL BE INSTALLED ON ALL SLOPES EXCEEDING 3:1.

POTABLE WATER INSTALLATION SPECIFICATIONS:

1. ALL WATER MAIN CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF THE TOWN OF NEW CASTLE PUBLIC WORKS MANUAL DETAILS AND SPECIFICATIONS. CONTRACTOR SHALL PROVIDE MATERIAL SUBMITTAL FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
2. POTABLE WATER MAIN AND WATER SERVICES LARGER THAN 4" SHALL BE GASKETED C900 PVC DR14 OR APPROVED EQUAL.
3. WATER SERVICES SMALLER THAN 4" SHALL BE AWWA PURE CORE OR APPROVED EQUAL. THE WATER SERVICE TAPS ON THE WATER MAIN MUST BE A MINIMUM OF 4 FEET FROM EACH OTHER, AND MUST BE MORE THAN 4' FROM A FITTING OR A JOINT.
4. THE PIPE BEDDING MATERIAL SHALL BE ¾" INCH CRUSHED SCREENED ROCK HAULED IN FOR BEDDING AND NOT NATIVE EXCAVATED MATERIAL.
5. THE BACKFILL MATERIAL FROM 12 INCHES ABOVE THE TOP OF THE PIPE TO THE TOP OF THE TRENCH SHALL BE CLASS 6 AGGREGATE BASE COURSE MATERIAL.
6. MINIMUM COVER OF WATER MAINS AND SERVICE LINES SHALL BE 5.5 FEET DEEP FROM TOP OF PIPE TO FINISHED GRADE.
7. MINIMUM COVER OF 5.5 FEET SHALL BE MAINTAINED AT STORM SEWER CROSSINGS. BLUE BOARD INSULATION SHALL BE INSTALLED 1" THICK FOR EVERY FOOT LESS THAN THE MINIMUM COVER. CONTRACTOR SHALL PROVIDE INSULATION SUBMITTAL FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION. REFER TO INSULATION TRENCH DETAIL FOR MORE INFORMATION.
8. ALL FITTINGS MUST HAVE MEGA LUG FITTINGS IN ADDITION TO CONCRETE THRUST BLOCKS.
9. FIRE HYDRANTS SHALL BE KENNEDY, INSTALLED PER LATEST DETAIL AND SPECIFICATIONS IN THE TOWN PUBLIC WORKS MANUAL
10. VALVES: GATE VALVES SHALL BE INSTALLED FOR ALL VALVES 12" AND SMALLER AND SHALL BE A MUELLER OR PRE APPROVED EQUIVALENT RESILIENT SEAT, EPOXY COATED MECHANICAL JOINT, NON-RISING VALVE STEM AND SHALL OPEN BY TURNING TO THE LEFT, COUNTER-CLOCKWISE. VALVES SHALL CONFORM TO AWWA SPECIFICATIONS C-509; OR THE LATEST REVISION THEREOF; IN ZONES WHICH HAVE STATIC PRESSURES GREATER THAN 80 PSI THE VALVE APPLICATION WILL BE A CLASS 250 BUTTERFLY VALVE OF THE ABOVE MENTIONED MANUFACTURERS WITH EPOXY INTERIOR AND EXTERIOR COATINGS. AT INTERSECTIONS, GATE VALVES SHALL BE INSTALLED WITHIN 3' OF A TEE, CROSS, OR BEND, ALL CONNECTIONS SHALL HAVE MEGA-LUGS ON THE FITTINGS EXCEPT WHERE THE TEE BRANCH AND BRANCH VALVE ARE FLANGED. ALL MECHANICAL JOINT FITTINGS WILL HAVE MEGA-LUG FITTINGS, AND CONCRETE THRUST BLOCKS. TIE RODS MAY BE USED ONLY WERE APPROVED.
11. PRESSURE REDUCING VALVE SHALL BE CLA-VAL OR APPROVED EQUAL.
12. ALL WATER MAIN CONSTRUCTION SHALL BE OBSERVED AND COORDINATED WITH THE TOWN OF NEW CASTLE OR AUTHORIZED REPRESENTATIVE.
13. A PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO COMMENCING ANY WORK.

IRRIGATION RAW WATER INSTALLATION SPECIFICATIONS:

1. BURY DEPTH SHALL BE MINIMIZED WHERE POSSIBLE. MINIMUM BURY DEPTH IS 2 FEET.
2. IRRIGATION MAIN LINES SHALL HAVE GRAVITY DRAINS FOR WINTERIZATION, LOCATED AT ELEVATION LOW POINTS.
3. IRRIGATION MAIN LINES SHALL BE 4" GASKETED BELL C900 DR 18, PURPLE IN COLOR. 14 GUAGE TRACER WIRE REQUIRED ON ALL IRRIGATION MAINS.
4. RAW WATER MAIN LINES SHALL BE CONSTRUCTED WITH MECHANICAL JOINTS AND A THRUST BLOCK, OR MECHANICAL JOINTS WITH MEGA LUG CONNECTIONS.
5. RAW WATER SERVICE TAPS SHALL INCLUDE A WEEPING CURB STOP AND GRAVEL DRAINAGE PIT.

PAVING SPECIFICATIONS:

PAVEMENT REMOVAL:

1. ALL ASPHALT PAVEMENT CUTS SHALL BE IN STRAIGHT NEAT LINES. IRREGULAR SHAPED CUTS WITH MORE THAN FOUR (4) SIDES OR CUTS WITHIN EXISTING PATCHES SHALL NOT BE ALLOWED. ALL CUTS SHALL BE RECTANGULAR IN SHAPE, AND EDGES SHALL BE PARALLEL OR PERPENDICULAR TO THE FLOW OF TRAFFIC.
2. IN ORDER TO PROVIDE STRAIGHT EDGES, ALL ASPHALT PAVEMENT CUTS SHALL BE CUT BY A MECHANICAL SAW CUTTING EQUIPMENT, ROTOMILLING, OR OTHER APPROVED METHOD WHICH ASSURES A NEAT STRAIGHT EDGE FOR THE REQUIRED DEPTH OF THE CUT.
3. ASPHALT PAVEMENT CUTS SHALL BE SUCH THAT NO LONGITUDINAL JOINT LIES WITHIN THE WHEEL TRACK; ANY PATCH WHICH PENETRATES A WHEEL PATH MUST BE EXTENDED TO FULL LANE WIDTH.
4. CONCRETE PAVEMENT SHALL BE REMOVED AND REPLACED FROM EXISTING PANEL JOINTS ONLY.
5. STRESS CRACKING OF EXISTING PAVEMENT MAY OCCUR DURING EXCAVATION FOR A VARIETY OF REASONS. IF THIS OCCURS, THE CONTRACTOR MUST SAWCUT AT LEAST 12" BEYOND THE LIMIT OF VISIBLE CRACKS AND REMOVE ALL STRESSED PAVEMENT.

ASPHALT PAVEMENTS:

6. THE MINIMUM PATCH DIMENSIONS SHALL BE TWELVE INCHES (12" MIN.) BEYOND EACH SIDE OF THE TRENCH OR EXCAVATION; REFER TO DETAILS AND TOWN OF NEW CASTLE'S LATEST DESIGN STANDARDS.
7. THE LONGITUDINAL EDGES OF THE PATCH SHALL NOT FALL WITHIN THE EXISTING WHEEL TRACKS WHENEVER POSSIBLE.
8. PRIOR TO PLACING THE PERMANENT PATCH, THE EXISTING PAVEMENT SHALL BE SAWCUT TO A NEAT STRAIGHT-LINE, SQUARE TO THE TRAVEL LANE.
9. ASPHALT MIX SHALL BE CDOT, S-MIX (⅜"). PATCH BACK AREAS GREATER THAN ONE HUNDRED TWENTY SQUARE FEET (120 S.F.) SHALL REQUIRE THE SUBMITTAL AND APPROVAL OF A MIX DESIGN TO THE ENGINEER PRIOR TO PLACEMENT.
10. COMPACTION SHALL BE AT LEAST 95% OF MAX. DENSITY WITHIN 2% OPTIMUM MOISTURE AS DEFINED BY ASTM 1557 METHOD "C".
11. COMPACTION EQUIPMENT SHALL BE CAPABLE OF COMPACTING CORNERS AND EDGES OF PATCH.
12. HOT BITUMINOUS PATCHES SHALL BE PLACED A MIN. OF 5-INCHES OR MATCH EXISTING DEPTH, WHICHEVER IS GREATER. PLACEMENT SHALL BE PERFORMED IN A MIN. OF 2 LIFTS. THE BOTTOM COURSE SHALL BE 3-INCHES AND THE TOP SHALL BE 2-INCHES.
13. PATCHES SHALL ALSO HAVE A CROSS SLOPE SECTION CONSISTENT WITH THE DESIGN OF THE EXISTING ROADWAY.
14. TEMPORARY OR PERMANENT ASPHALT PATCHES SHALL BE PLACED WITHIN TWENTY FOUR (24) HOURS OF TRENCH BACKFILLING. WHENEVER PERMANENT PATCHES ARE NOT CONSTRUCTED WITHIN TWENTY FOUR (24) HOURS FOLLOWING TRENCH BACKFILLING OPERATIONS, TEMPORARY PAVEMENT PATCHES CONSISTING OF A MINIMUM OF THREE INCHES (3") OF HOT OR COLD PLANT MIX OR STEEL PLATES MUST BE PLACED TO PROVIDE THE REQUIRED NUMBER OF PAVED TRAVEL LANES. TEMPORARY PAVEMENT PATCHES MAY BE LEFT IN PLACE FOR A MAX. OF FIVE (5) WORKING DAYS FOLLOWING COMPLETION OF BACKFILLING OPERATIONS UNLESS OTHERWISE APPROVED BY THE ENGINEER OF RECORD OR THE TOWN OF NEW CASTLE PAVING INSPECTOR .
15. THE PERMITTEE SHALL MONITOR TEMPORARY PATCHES ON A DAILY BASIS AND TEMPORARY PATCHES EXHIBITING RUTS, HUMPS, OR DEPRESSIONS SHALL BE REPAIRED OR REPLACED IMMEDIATELY.
16. A PERMANENT HOT PATCH SHALL BE MADE WITHIN FIVE (5) DAYS AFTER THE AREA IS OPEN TO TRAFFIC, WEATHER PERMITTING.
17. IF FINAL PATCHING IS NOT COMPLETED WITHIN THE SPECIFIED TIME, NO NON-EMERGENCY PERMITS SHALL BE GRANTED TO THE PERMITTEE UNTIL ALL OUTSTANDING WORK IS COMPLETED.
18. UPON COMPLETION OF THE PERMANENT PATCH, THE SURFACE SHALL BE THOROUGHLY COMPACTED, SMOOTH AND FREE FROM RUTS, HUMPS, DEPRESSIONS, OR IRREGULARITIES. WHEN A STRAIGHTEDGE TEN FEET (10') LONG IS LAID ACROSS THE PERMANENT PATCH PARALLEL TO THE CENTERLINE, THE SURFACE SHALL NOT VARY MORE THAN ¼" FROM THE LOWER EDGE OF THE STRAIGHT EDGE. PATCHES EXHIBITING DEVIATIONS GREATER THAN ¼" SHALL BE REPLACED PRIOR TO ACCEPTANCE OF PATCH. IF THE EXISTING STREET EXCEEDS THE ABOVE TOLERANCES, THEN THE PATCH SHALL BE EQUAL OR BETTER THAN THE CONDITION OF THE SURROUNDING PAVEMENT. IN MOST CASES, AND PARTICULARLY IN THE CASES OF EXTENSIVE EXCAVATION AND REPAIRS, IT IS DESIRABLE TO SURVEY THE EXISTING PAVEMENT CONDITIONS WITH A REPRESENTATIVE OF THE TOWN OF NEW CASTLE PRIOR TO THE WORK. AFTER COMPLETION OF THE WORK, SURVEY THE PAVEMENT CONDITION AGAIN TO VERIFY THAT THE PAVEMENT CONDITION HAS BEEN MAINTAINED OR IMPROVED. IN THE CASE OF MINOR REPAIRS, THESE PAVEMENT SURVEYS CAN BE MADE BY VISUAL OBSERVATION.

PUBLIC IMPROVEMENTS NOTE:

1. PUBLIC IMPROVEMENTS SHALL BE IN COMPLIANCE WITH THE TOWN OF NEW CASTLE ENGINEERING STANDARDS AND TOWN OF NEW CASTLE ROW STANDARDS. PUBLIC IMPROVEMENTS IN THE ROW MUST MEET THE TOWN OF NEW CASTLE'S CONSTRUCTION AND EXCAVATION STANDARDS.

UTILITY LOCATE NOTE:

1. PER STATE SB 18-167, ALL SUBSURFACE UTILITIES WILL NEED TO BE ELECTRONICALLY LOCATABLE USING TRACER WIRE, MAGNETIC TAPE, ETC. THIS INCLUDES MAIN AND SERVICE LINES. CONTRACTOR SHALL PROVIDE LOCATE MATERIAL SUBMITTAL FOR REVIEW AND APPROVAL BY THE ENGINEER OF RECORD AND THE UTILITY COMPANY PRIOR TO CONSTRUCTION.

GRAVITY SANITARY SEWER SERVICE LINE INSTALLATION SPECIFICATIONS:

1. ALL SANITARY SEWER MAIN CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF THE TOWN OF NEW CASTLE PUBLIC WORKS MANUAL DETAILS AND SPECIFICATIONS. CONTRACTOR SHALL PROVIDE MATERIAL SUBMITTAL FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
2. ALL SEWER SERVICES SHALL BE PVC CLASS-SDR 35.
3. FITTINGS: PVC PUSH JOINT-ASTM D1784.
4. CLEAN ALL PIPE, FITTINGS AND RELATED MATERIALS THOROUGHLY OF ALL FOREIGN MATERIAL AND INSPECT FOR CRACKS, EXCESSIVE DEFLECTION FLAWS OR OTHER DEFECTS PRIOR TO AND AFTER INSTALLATION.
5. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT ANY CONSTRUCTION DEBRIS FROM ENTERING THE SEWER LINES DURING CONSTRUCTION. IF THIS DEBRIS SHOULD ENTER THE PIPE LINE SYSTEM, THE CONTRACTOR SHALL FURNISH ALL LABOR AND MATERIALS NECESSARY TO CLEAN THE SYSTEM. UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR FLUSH THE DEBRIS INTO AN EXISTING SANITARY SEWER SYSTEM.
6. ALL PIPES MUST BE INSTALLED WITH A LASER. IF BENDING OF THE BEAM DUE TO AIR TEMPERATURE VARIATIONS BECOMES APPARENT WITH "IN PIPE" UNITS, A FAN SHALL BE PROVIDED TO CIRCULATE AIR IN THE PIPE. AIR VELOCITY SHALL NOT BE SO EXCESSIVE AS TO CAUSE PULSATING OR VIBRATING OF THE BEAM. IF, IN THE OPINION OF THE ENGINEER, THE BEAM CANNOT BE ACCURATELY CONTROLLED, THIS METHOD OF SETTING LINE AND GRADE SHALL BE ABANDONED.
7. PIPE SHALL BE LAID TRUE TO LINE AND GRADE, IN AN UPHILL DIRECTION, WITH BELL ENDS FACING IN THE DIRECTION OF LAYING. WHEN PIPE LAYING IS NOT IN PROGRESS, THE OPEN END OF PIPE SHALL BE CLOSED BY A WATERTIGHT PLUG.
8. MANHOLES & CLEANOUTS SHALL BE FURNISHED AND INSTALLED TO DEPTHS AND DIMENSIONS SHOWN ON THE CONSTRUCTION DRAWINGS AND/OR STAKED IN THE FIELD. MANHOLES SHALL BE CONSTRUCTED OF CAST-IN-PLACE OR PRECAST CONCRETE IN ACCORDANCE WITH DETAILS SHOWN ON THE CONSTRUCTION DRAWINGS.
9. CONNECTIONS TO EXISTING SEWER FACILITIES WHERE LIVE FLOWS EXIST SHALL BE MADE ONLY AFTER PRIOR CONSULTATION WITH AND RECEIPT OF WRITTEN PERMISSION FROM THE ENGINEER. NO BYPASS OF SEWAGE TO THE SURFACE WILL BE ALLOWED IN THE COMPLETION OF THIS CONNECTION. CONNECTIONS SHALL BE MADE AS SHOWN ON THE DRAWINGS. ALL CONNECTIONS BETWEEN PIPES OF DIFFERENT MATERIALS SHALL BE MADE WITH APPROVED MANUFACTURED CONNECTORS.
10. THE CONTRACTOR IS REQUIRED TO PROVIDE AS-BUILTS AND CCTV THE INSTALLED SEWER SERVICE MAIN LINES AFTER CONSTRUCTION.

CONTACTS:
DESIGN ENGINEER-SOPRIS ENGINEERING: CONTACT JOHN PETAISTO, PE AT 970-316-5212

NEW CASTLE PUBLIC WORKS: (POTABLE WATER, IRRIGATION, SANITARY SEWER) JOHN WENZEL, 970-984-0669, & DANIEL BECKER 970-989-0007
ELECTRIC & NATURAL GAS: XCEL ENERGY, SAMANTHA WAKEFIELD, 970-201-4860
TELEPHONE- LUMEN: JASON SHARPE, 970-328-8290
CABLE- COMCAST: KODY DAVIS, 970-618-0483

COLORADO RIVER FIRE RESCUE: 970-625-1243

NOTE:
CONTRACTOR MUST NOTIFY ALL UTILITY COMPANIES, APPROPRIATE TOWN OF NEW CASTLE PERSONNEL AND ENGINEER AS NOTED ABOVE, PRIOR TO DEMOLITION WORK.

Know what's **below.** **Call** before you dig.
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704•0311 • soprisengineering.com

DATE:	02-26-2025	
JOB NO.	33011.01	
DESIGNED BY	AKC	
DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

COLORADO REGISTERED
JOHN PETAISTO
28377
2-26-25
PROFESSIONAL ENGINEER

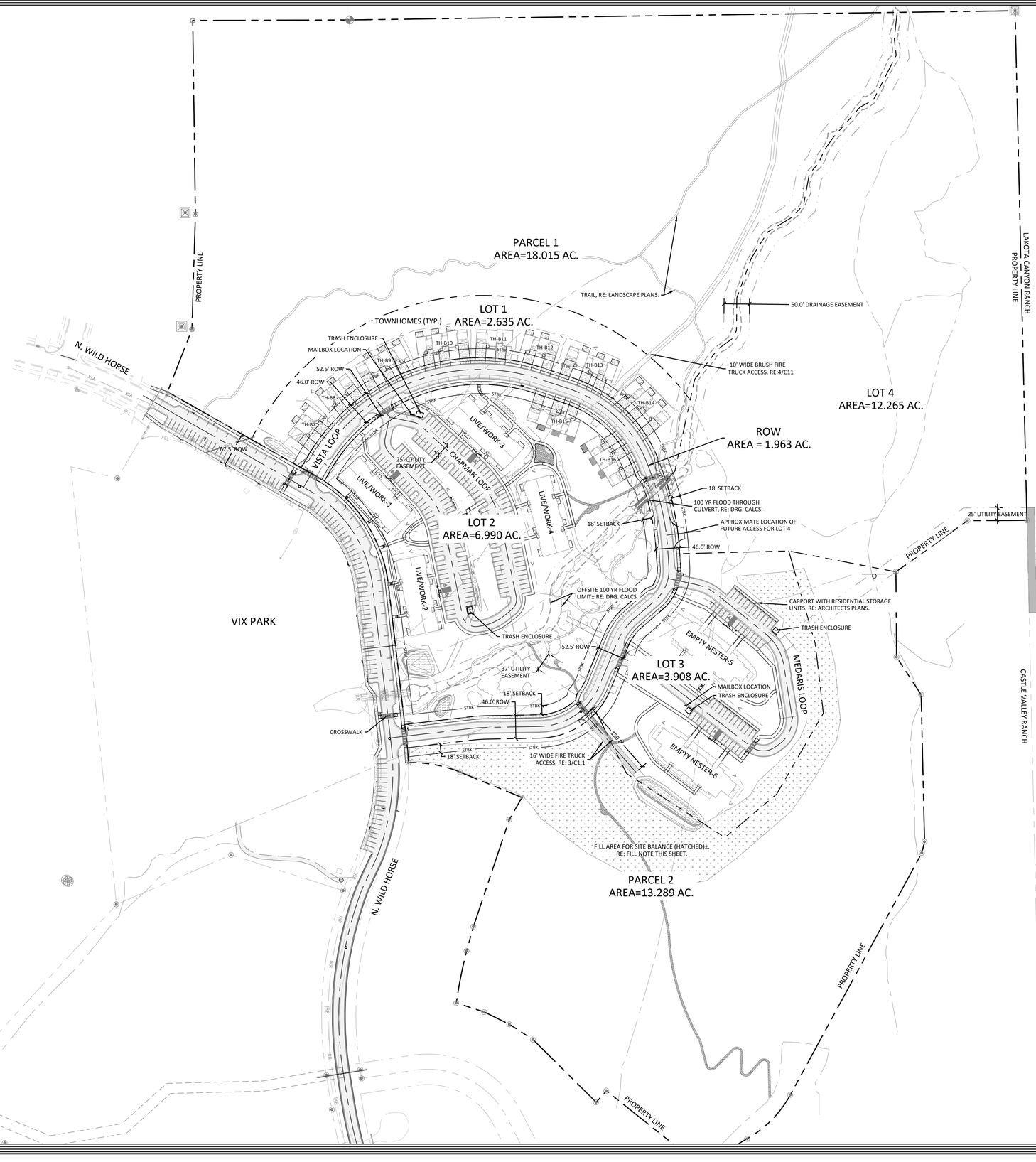
DATE	REVISION

TITLE
NOTES

DRAWING NO.
C-0.1

G:\2025\33011 CVR R2 RESC\WN\LOVL DWGS\PLOTS\33011-C00-COVER.DWG - Feb 26, 2025 - 2:55pm

EXHIBIT J



SITE NOTES:

1. THE EXISTING BOUNDARY AND TOPOGRAPHIC SURVEY WAS PERFORMED BY SOPRIS ENGINEERING, LLC, BASED ON THE ALTA SURVEY PERFORMED BY SGM INC.
2. THE EASEMENTS SHOWN HERE ON FOR SITE PLAN REFERENCE. REFER TO THE FINAL PLAT FOR FINAL RIGHT-OF-WAY AND EASEMENT DEDICATIONS.
3. REFER TO THE ARCHITECT'S PLANS FOR BUILDING INFORMATION.
4. REFER TO THE LANDSCAPE ARCHITECT'S PLANS REGARDING THE SITE LANDSCAPE IMPROVEMENTS.
5. ALL GEOTECHNICAL ENGINEERING RECOMMENDATIONS SHALL BE ADHERED TO.

FILL NOTE:

1. FILL AREA SHOWN IS THE RECEIVER LOCATION ONSITE TO ACHIEVE A SITE BALANCE. FILL SHALL ADHERE TO THE FOLLOWNG SPECIFICATIONS;
   - 1.1. MAXIMUM SLOPE SHALL BE 4'H:1'V (25%).
   - 1.2. THE EXISTING SLOPE DIRECTION SHALL BE MAINTAINED.
   - 1.3. NATIVE VEGETATION AREAS SHALL NOT BE DISTURBED FOR SITE FILL. THIS INCLUDES BUT IS NOT LIMITED TO SAGEBRUSH, PINYON, JUNIPER TREES.
   - 1.4. FILL SHALL BE INSTALLED IN MAXIMUM OF 12" LIFTS AND COMPACTED TO 90% MAXIMUM SOIL DENSITY TO AVOID SETTLEMENT. SOILS ENGINEER SHALL CONFIRM SPECIFICATION, PROVIDE TESTING, AND SITE OBSERVATION.
   - 1.5. FINAL LAYER SHALL INCLUDE TOPSOIL SUFFICIENT TO ESTABLISH NATIVE GRASS SEED. CONFIRM TOPSOIL DEPTH WITH LANDSCAPE ARCHITECT.
   - 1.6. LANDSCAPE ARCHITECT SHALL REVIEW AND CONFIRM SEED MIX AND REVEGETATION METHOD PRIOR TO CONSTRUCTION.

PROPOSED LEGEND

- PROPERTY LINE
- EASEMENT
- SETBACK (STBK)
- LOT LINE
- CENTERLINE
- STORM SEWER (PSD)
- DRAINAGE DRY-WELL
- FIRE HYDRANT
- SIGN
- STORM INLET
- ASPHALT PAVEMENT
- CONCRETE/SIDEWALK
- SNOW STORAGE

EXISTING LEGEND

- EXISTING CONTOUR
- 7900 EXISTING CONTOUR INTERVAL
- XWL EXISTING WATER MAIN
- XSA EXISTING SANITARY SEWER MAIN
- XGAS EXISTING GAS
- XUT EXISTING TELEPHONE
- XEL EXISTING UNDERGROUND ELECTRIC
- XTV EXISTING CABLE
- EXISTING EASEMENT
- EXISTING PROPERTY LINE
- X EXISTING WIRE FENCE
- EXISTING SEWER MANHOLE
- EXISTING GUY WIRE
- EXISTING POWER POLE
- EXISTING GAS METER
- EXISTING ELECTRIC TRANSFORMER
- EXISTING ELECTRIC METER
- EXISTING TELEPHONE PEDESTAL
- EXISTING CATV PEDESTAL
- EXISTING LIGHT POLE

NORTH

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

SOPRIS ENGINEERING LLC
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DATE:	02-26-2025	
JOB NO.	33011.01	
DESIGNED BY	AKC	
DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

DATE	REVISION

TITLE
SITE PLAN

DRAWING NO.
C-1.0

811 Know what's below. Call before you dig.
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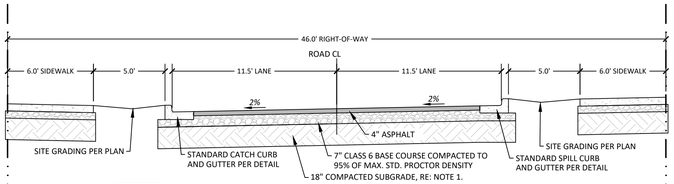
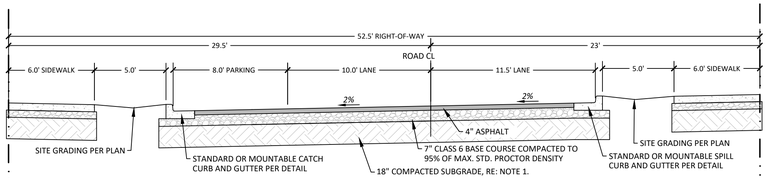
G:\2023\33011.01 9 NORTH WILD HORSE\CIVIL\CIVIL DWGS\PLOT\33011-C1.0 SITE.DWG - Feb 27, 2025 - 9:34am



1 / C1.1 SITE ROAD SECTION - NO PARKING

PUBLIC: VISTA LOOP,
PRIVATE: SUNSET LOOP, LIVE/WORK LOOP ROADS
N.T.S.

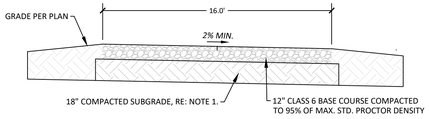
NOTES:
1. STRIP ALL TOPSOIL, SCARIFY, OVEREXCAVATE, AND RECOMPACT SUBGRADE A MINIMUM OF 18" DEPTH TO 95% STANDARD PROCTOR.
2. SOILS ENGINEER SHALL OBSERVE AND TEST COMPACTION DURING CONSTRUCTION.
3. REFER TO SITE PLAN FOR SIDEWALK LOCATION AND EXTENTS.



2 / C1.1 SITE ROAD SECTION - PARALLEL PARKING ON 1 SIDE

VISTA LOOP PUBLIC ROAD
N.T.S.

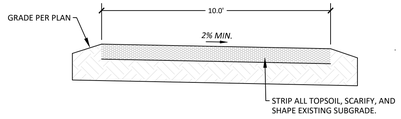
NOTES:
1. STRIP ALL TOPSOIL, SCARIFY, OVEREXCAVATE, AND RECOMPACT SUBGRADE A MINIMUM OF 18" DEPTH TO 95% STANDARD PROCTOR.
2. SOILS ENGINEER SHALL OBSERVE AND TEST COMPACTION DURING CONSTRUCTION.
3. REFER TO SITE PLAN FOR SIDEWALK LOCATION AND EXTENTS.
4. REFER TO PLAN FOR PARKING LOCATIONS.
5. MOUNTABLE CURB PROPOSED ADJACENT TO TOWNHOMES. LANDSCAPE WIDTH REDUCED TO ACCOUNT FOR WIDER CURB.



3 / C1.1 STRUCTURAL FIRE TRUCK ACCESS SECTION

SOUTH OF EMPTY NESTER ON LOT 3 & PARCEL 2
N.T.S.

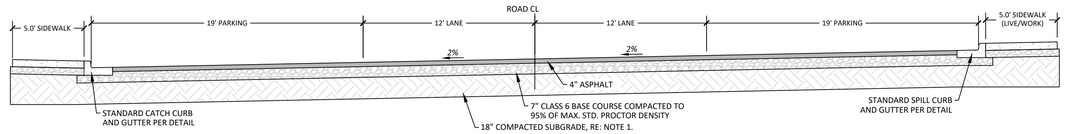
NOTES:
1. STRIP ALL TOPSOIL, SCARIFY, OVEREXCAVATE, AND RECOMPACT SUBGRADE A MINIMUM OF 18" DEPTH TO 95% STANDARD PROCTOR.
2. SOILS ENGINEER SHALL OBSERVE AND TEST COMPACTION DURING CONSTRUCTION.



4 / C1.1 STRUCTURAL FIRE TRUCK ACCESS SECTION

ON LOT 1 & PARCEL 1
N.T.S.

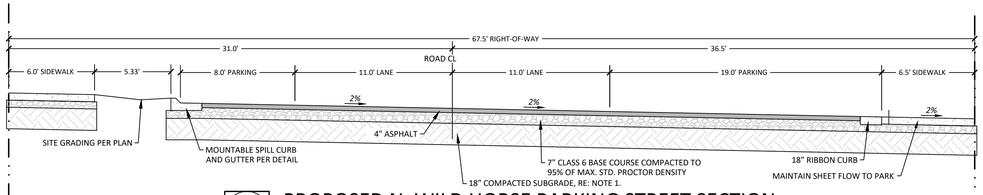
NOTES:
1. STRIP ALL TOPSOIL, SCARIFY, & SHAPE EXISTING SUBGRADE.
2. COORDINATE FINAL TRAIL IMPROVEMENTS WITH FIRE DISTRICT DURING CONSTRUCTION.
3. SOILS ENGINEER SHALL OBSERVE AND TEST COMPACTION DURING CONSTRUCTION.



5 / C1.1 PRIVATE SITE ROAD SECTION - PERPENDICULAR PARKING

EMPTY NESTER & LIVE/WORK UNITS
N.T.S.

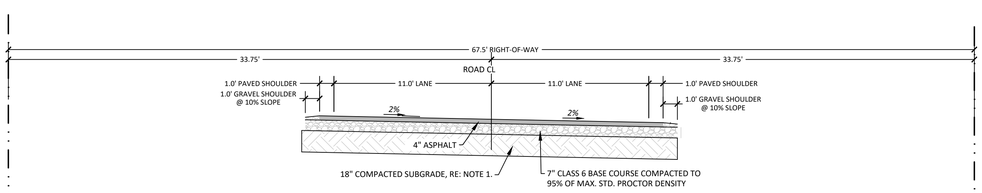
NOTES:
1. STRIP ALL TOPSOIL, SCARIFY, OVEREXCAVATE, AND RECOMPACT SUBGRADE A MINIMUM OF 18" DEPTH TO 95% STANDARD PROCTOR.
2. SOILS ENGINEER SHALL OBSERVE AND TEST COMPACTION DURING CONSTRUCTION.
3. REFER TO SITE PLAN FOR SIDEWALK LOCATION AND EXTENTS.
4. REFER TO PLAN FOR PARKING LOCATIONS.



6 / C1.1 PROPOSED N. WILD HORSE PARKING STREET SECTION

LOOKING SOUTH
N.T.S.

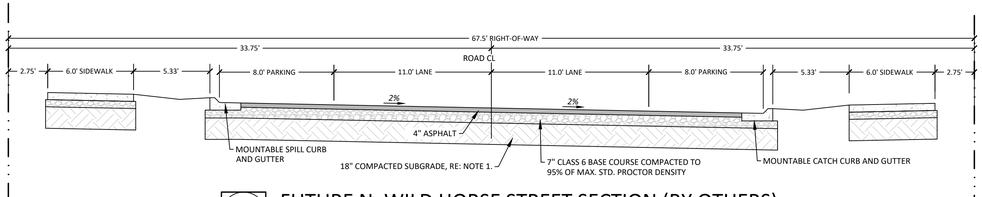
NOTES:
1. STRIP ALL TOPSOIL, SCARIFY, OVEREXCAVATE, AND RECOMPACT SUBGRADE A MINIMUM OF 18" DEPTH TO 95% STANDARD PROCTOR.
2. SOILS ENGINEER SHALL OBSERVE AND TEST COMPACTION DURING CONSTRUCTION.
3. REFER TO SITE PLAN FOR SIDEWALK LOCATION AND EXTENTS.
4. REFER TO PLAN FOR PARKING LOCATIONS.



7 / C1.1 INTERIM N. WILD HORSE STREET SECTION

SOUTH OF VIX PARK, LOOKING SOUTH
N.T.S.

NOTES:
1. STRIP ALL TOPSOIL, SCARIFY, OVEREXCAVATE, AND RECOMPACT SUBGRADE A MINIMUM OF 18" DEPTH TO 95% STANDARD PROCTOR.
2. SOILS ENGINEER SHALL OBSERVE AND TEST COMPACTION DURING CONSTRUCTION.
3. SECTION INCLUDES TRAVEL LANES TO ALLOW FOR FUTURE BUILD OUT OF ROAD BY OTHERS.



8 / C1.1 FUTURE N. WILD HORSE STREET SECTION (BY OTHERS)

SOUTH OF VIX PARK, LOOKING SOUTH
N.T.S.

NOTES:
1. STRIP ALL TOPSOIL, SCARIFY, OVEREXCAVATE, AND RECOMPACT SUBGRADE A MINIMUM OF 18" DEPTH TO 95% STANDARD PROCTOR.
2. SOILS ENGINEER SHALL OBSERVE AND TEST COMPACTION DURING CONSTRUCTION.

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704•0311 • soprisengineering.com

DATE:	02-26-2025	
JOB NO.	33011.01	
DESIGNED BY	JPP	
DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

COLORADO REGISTERED
JOSEPH PERRY
28377
2.26.25
PROFESSIONAL ENGINEER

DATE	REVISION

TITLE
ROAD SECTIONS

DRAWING NO.
C-1.1

811 Know what's below. Call before you dig.
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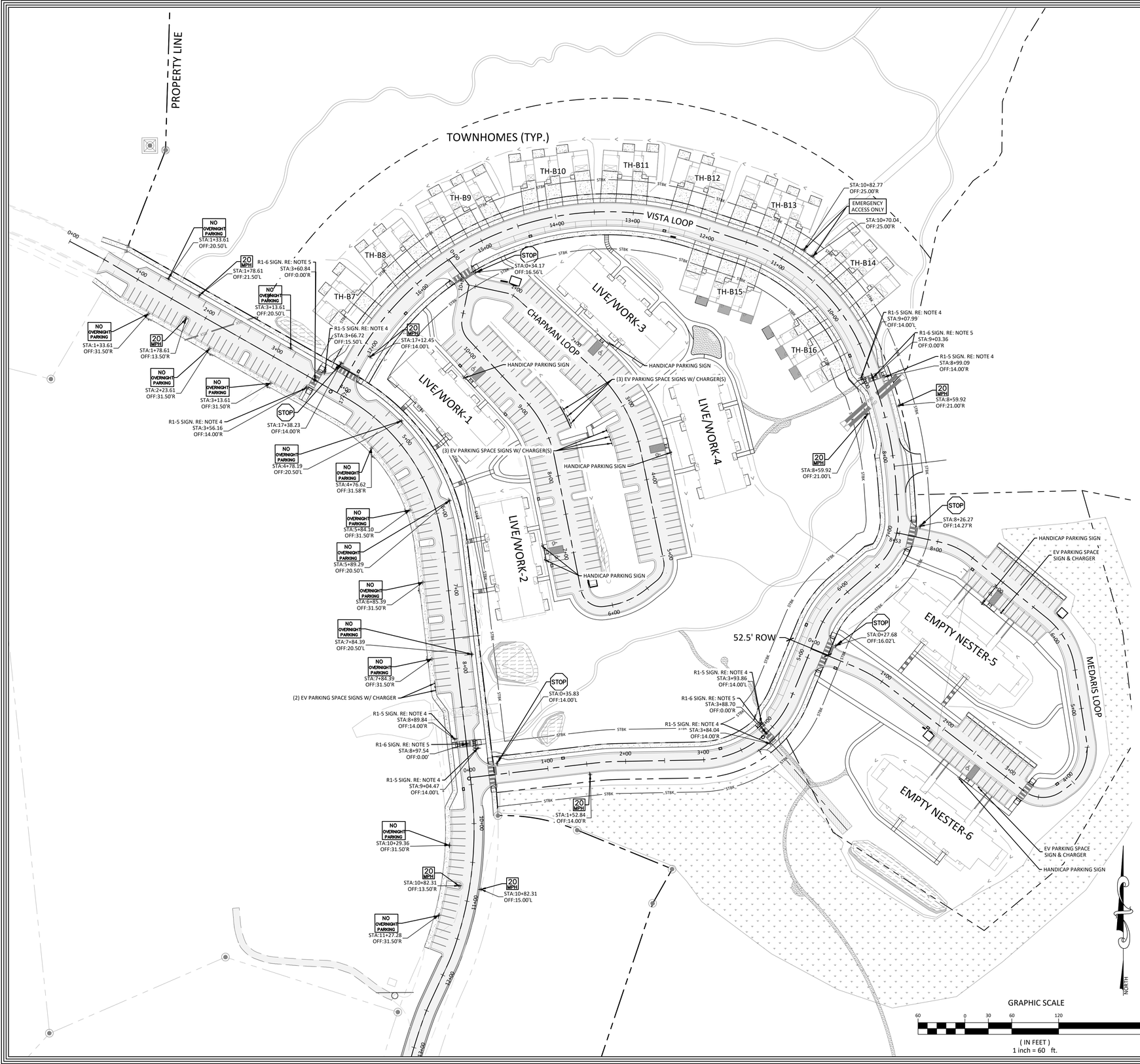
G:\2023\33011 CVR R2 RES\CIVIL\CIVIL DWGS\PLOT\33011 C1D1SITE.DWG - Feb 27, 2025 - 9:54am

EXHIBIT J



GRAPHIC SCALE

60 0 30 60 120 240

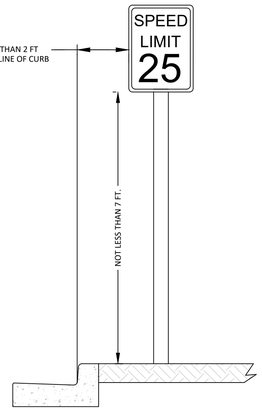
(IN FEET)
1 inch = 60 ft.

SIGNAGE & STRIPING NOTES

1. ALL SIGN LOCATION AND CONSTRUCTION TO MUTCD & TOWN OF NEW CASTLE STANDARDS. ALL STREET SIGNS TO BE HIGH INTENSITY PRISMATIC SIGNS. REFER TO SIGN DETAIL ON THIS SHEET.
2. ALL CROSSWALK MARKINGS, AND STOP BARS TO BE WHITE REFLECTIVE THERMOPLASTIC. REFER TO DETAIL ON THIS SHEET.
3. STREET NAME SIGNS TO BE MOUNTED ABOVE STOP AND YIELD SIGNS ONSITE. STREET SIGNS TO CONFORM TO TOWN OF NEW CASTLE STANDARDS.
4. INSTALL R1-5 "YIELD HERE TO PEDESTRIAN" SIGN. CONTRACTOR SHALL PROVIDE SUBMITTAL FOR TOWN AND ENGINEER APPROVAL PRIOR TO CONSTRUCTION.
5. DOUBLE SIDED R1-6 PEDESTRIAN CROSSING SIGN AND PANEL ASSEMBLY, WITH RUBBER BASE, QUICK RELEASE PIN, AND SPRING MECHANISM. CONTRACTOR SHALL PROVIDE SUBMITTAL FOR TOWN AND ENGINEER APPROVAL PRIOR TO CONSTRUCTION.

LEGEND

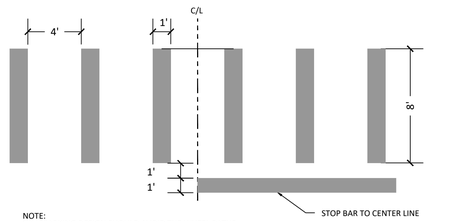
- PROPOSED SIGN
- STOP — PROPOSED STOP SIGN INSTALLED TO MUTCD STANDARDS
- YIELD — PROPOSED YIELD SIGN INSTALLED TO MUTCD STANDARDS
- 20 MPH — PROPOSED 20 MPH SPEED LIMIT & "UNLESS POSTED OTHERWISE" SIGNS INSTALLED TO MUTCD STANDARDS
- NO OVERNIGHT PARKING — PROPOSED NO OVERNIGHT PARKING & "UNLESS POSTED OTHERWISE" SIGNS INSTALLED TO MUTCD STANDARDS
- EMERGENCY ACCESS ONLY — "EMERGENCY ACCESS ONLY" SIGN INSTALLED TO MUTCD STANDARDS
- R1-5: PROPOSED CROSSWALK SIGN "YIELD HERE TO PEDESTRIANS" INSTALLED TO MUTCD STANDARDS
- R1-6: PROPOSED CROSSWALK SIGN "IN-STREET PEDESTRIAN CROSSING (YIELD)" INSTALLED TO MUTCD STANDARDS



ROADSIDE SIGN DETAIL

N.T.S.

HEIGHT AND LATERAL LOCATION OF ROADSIDE SIGNS FOR TYPICAL INSTALLATION MUTCD SECTION 2A.16



NOTE:
1. MARKING DESIGN SHOULD AVOID THE WHEEL PATHS
2. CROSSWALK AND STOP BAR TO BE WHITE REFLECTIVE THERMOPLASTIC PAVEMENT MARKING MATERIAL, MILLED INTO THE ASPHALT.
3. NO MARKING OR STRIPING ON CONCRETE.

PEDESTRIAN CROSS WALK DETAIL

N.T.S.

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DATE:	02-06-2025
JOB NO.	33011.01
DESIGNED BY	AKC
DRAWN BY	JPP
CHECKED BY	YTN

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

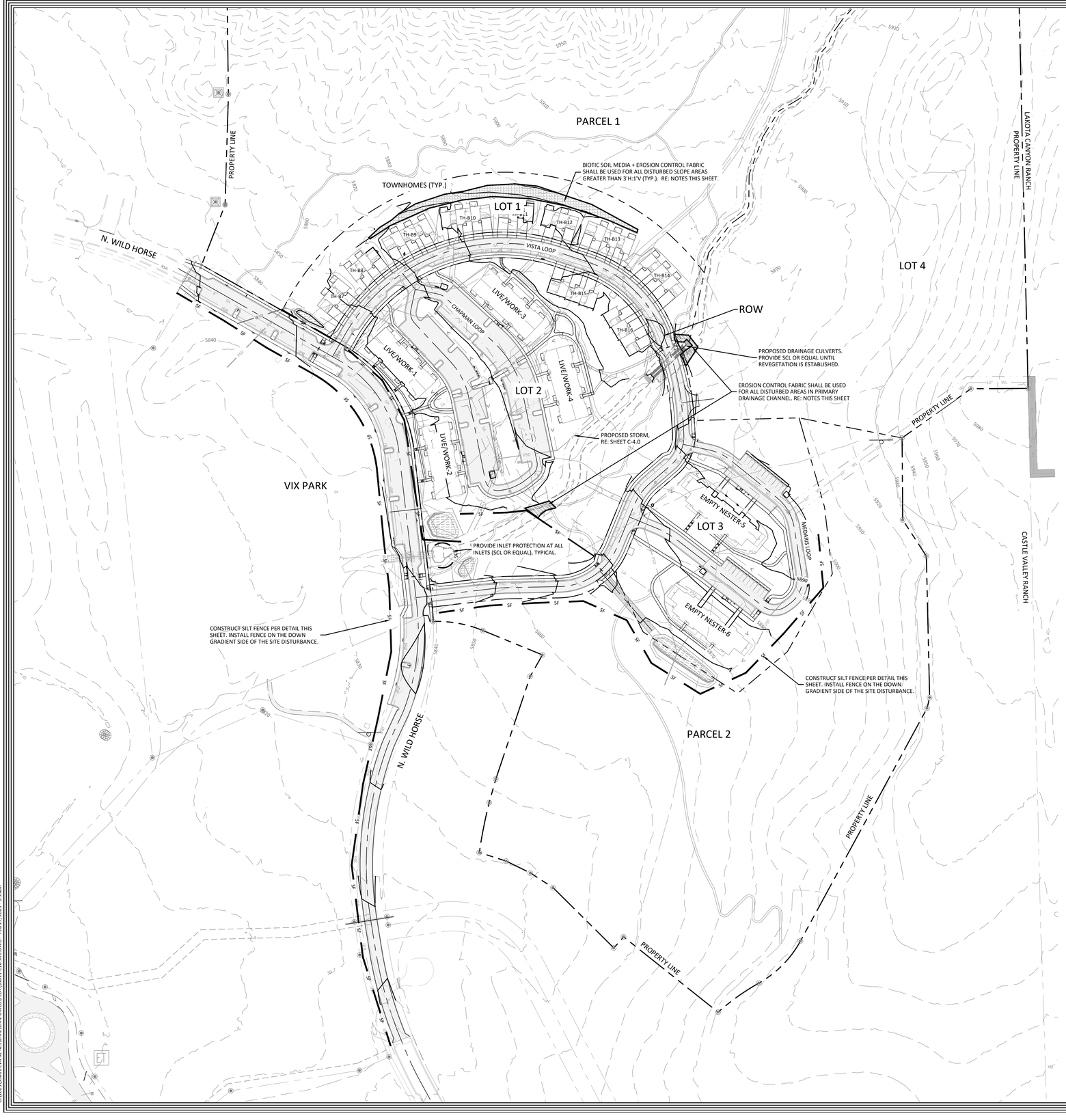
DATE	REVISION

TITLE
SIGNAGE & STRIPING PLAN

DRAWING NO.
C-1.2

G:\JOBS\33011 CVR R2 RESC\CIVIL\CIVIL DWGS\PLOTS\33011-C103 SITE.DWG - Feb 27, 2025 - 9:55am

EXHIBIT J



GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

NORTH

LANDSCAPE EROSION CONTROL NOTES:

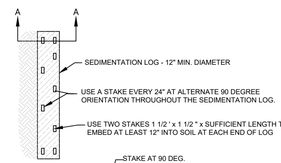
TEMPORARY GROUND COVER:

1. AREAS OF INTERIM DISTURBANCE WHERE FINAL GRADE HAS NOT BEEN ESTABLISHED OR THAT ARE ANTICIPATED TO BE DISTURBED REPEATEDLY SHALL BE SEEDED WITH A STERILE ANNUAL RYE SEED IF SAID DISTURBANCE IS TO REMAIN BARE FOR LONGER THAN 60 DAYS. CONTRACTOR SHALL PROVIDE TEMPORARY IRRIGATION TO THESE AREAS TO THE EXTENT PRACTICAL.

PERMANENT EROSION CONTROL:

2. AREAS WHERE FINAL GRADE HAS BEEN ESTABLISHED SHALL BE SEEDED AND IRRIGATED PER THE LANDSCAPE PLANS.
3. FOR SLOPES EXCEEDING 3:1 GRADE, CONTRACTOR SHALL APPLY PROFILE PROGANICS BIOTIC SOIL MEDIA PER MANUFACTURER'S SPECIFICATIONS. NO TOPSOIL IS REQUIRED WHERE PROGANICS IS APPLIED, SEE MANUFACTURER'S INSTRUCTIONS FOR APPLICATION RATES.
4. HYDROMULCH SHALL BE PROFILE PROMATRIX EFM OR AN APPROVED EQUAL AND SHALL BE INSTALLED PER THE MANUFACTURER'S MIXING AND APPLICATION INSTRUCTIONS.
5. FOR SLOPES EXCEEDING 3:1 GRADE, EROSION CONTROL FABRIC SHALL BE APPLIED OVERTOP OF THE HYDROMULCH APPLICATION. EROSION CONTROL FABRIC SHALL ALSO BE INSTALLED OVER ALL DISTURBANCE WITHIN THE LIMITS OF THE 100 YEAR FLOODPLAIN OF THE PRIMARY DRAINAGE WAY AS SHOWN AND NOTED ON THESE PLANS.
6. EROSION CONTROL FABRIC SHALL BE US-2SCNN DOUBLE NET STRAW/COCONUT BLANKET MANUFACTURED BY CORE AND MAIN GEOSYNTHETICS OR APPROVED EQUAL. FABRICS SHALL BE NON-TOXIC TO VEGETATION AND SHALL NOT INHIBIT GERMINATION OF NATIVE SEED MIX. THE MATERIALS SHALL NOT BE TOXIC OR INJURIOUS TO HUMANS OR WILDLIFE.

REFER TO ADDITIONAL EROSION CONTROL NOTES ON C-0.1



SECTION A - A

SEDIMENT CONTROL LOG — SCL —

2 / C1040

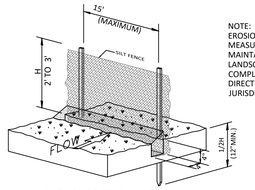
SCALE: N.T.S.

SEDIMENT CONTROL LOG INSTALLATION NOTES:

1. SEE PLAN VIEW FOR: LOCATION OF SEDIMENT CONTROL LOG.
2. SEDIMENT CONTROL LOGS SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.
3. SEDIMENT CONTROL LOGS SHALL CONSIST OF STRAW, COMPOST, EXCELSIOR OR COCONUT FIBER.
4. NOT FOR USE IN CONCENTRATED FLOW AREAS.
5. THE SEDIMENT CONTROL LOGS SHALL BE TRENCHED INTO THE GROUND A MINIMUM OF 2-INCHES.

SEDIMENT CONTROL LOG MAINTENANCE NOTES:

1. THE SWMP MANAGER SHALL INSPECT SEDIMENT CONTROL LOGS DAILY, DURING AND AFTER ANY STORM EVENT & MAKE REPAIRS OR CLEANOUT UPSTREAM SEDIMENT AS NECESSARY.
2. SEDIMENT ACCUMULATED UPSTREAM OF SEDIMENT CONTROL LOGS SHALL BE REMOVED WHEN THE UPSTREAM DEPTH IS WITHIN 1/2 THE HEIGHT OF THE CREST OF LOG.
3. SEDIMENT CONTROL LOGS SHALL BE REMOVED AT THE END OF CONSTRUCTION, ONCE PROPER VEGETATION HAS BEEN ESTABLISHED. IF ANY DISTURBED AREA EXISTS AFTER REMOVAL IT SHALL BE COVERED WITH TOPSOIL AND REVEGETATED/ STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.



NOTE:
EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL LANDSCAPING IS COMPLETED, OR AS DIRECTED BY LOCAL JURISDICTION

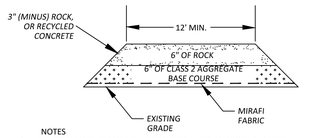
SILT FENCE INSTALLATION
-NTS-

SECTION
-NTS-

1 / C1040

SILT FENCE DETAIL — SF —

SCALE: N.T.S.



NOTES

1. ALL ROCK TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.
2. PUBLIC ROADWAY TO BE KEPT CLEAN AND FREE OF MUD, DIRT AND DEBRIS AT ALL TIMES.
3. ALIGNMENT OF CONSTRUCTION ACCESS SHALL PROVIDE A MINIMUM LENGTH OF 40-FT MEASURED FROM THE CENTERLINE.

3 / C1040

VEHICLE TRACKING CONTROL

SCALE: N.T.S.

Know what's **below.** **Call** before you dig.

CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704•0311 • soprisengineering.com

DATE:	02-26-2025	
JOB NO.	33011.01	
DESIGNED BY	AKC	
DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

COLORADO REGISTERED
28377
12.26.25
PROFESSIONAL ENGINEER

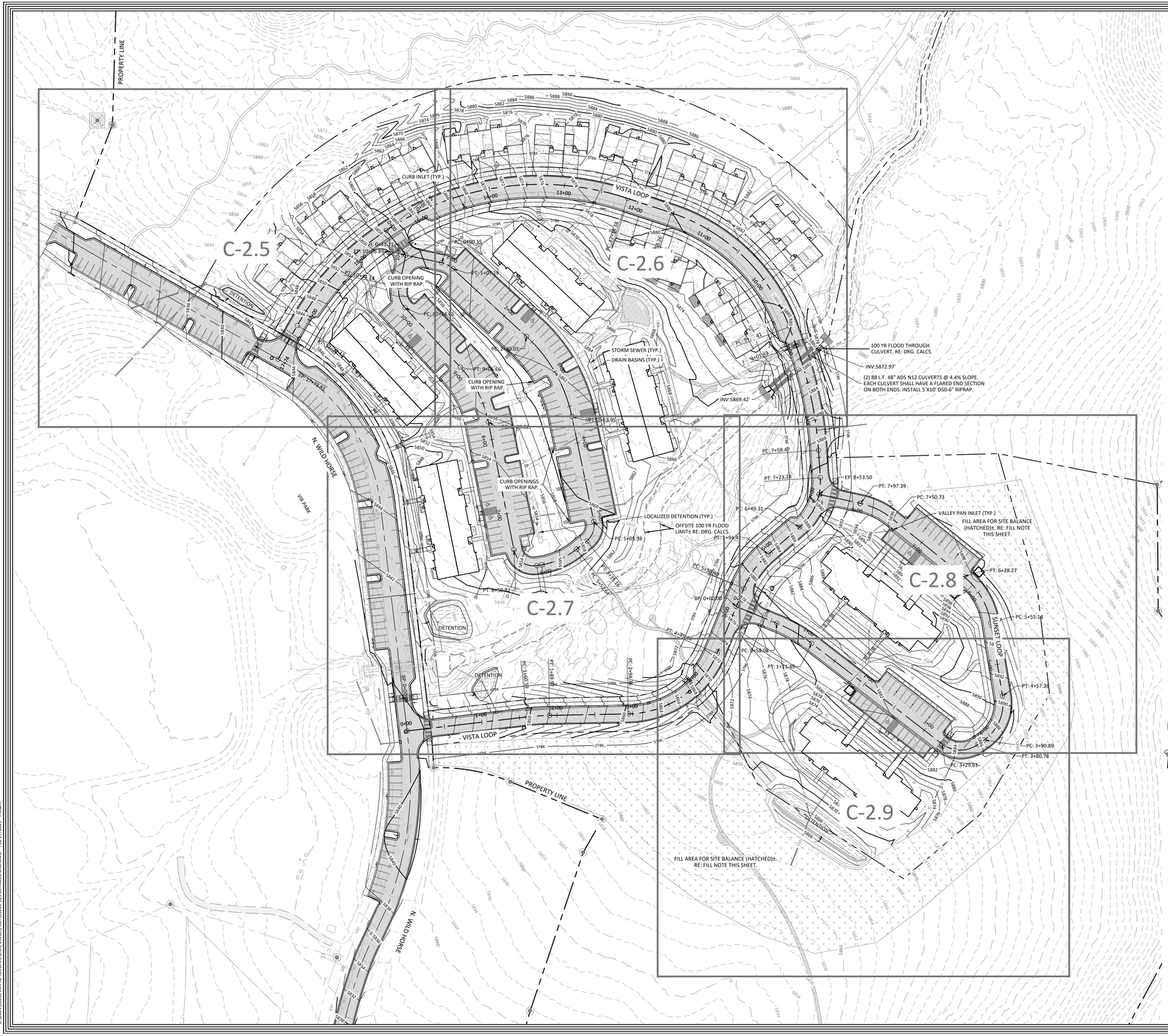
DATE	REVISION

TITLE
EROSION CONTROL PLAN

DRAWING NO.
C-1.3

G:\2023\33011 CVR R2 RES\CIVIL\CIVIL DWGS\PLOT\33011-C1013FE.DWG - Feb 27, 2025 - 9:05am

EXHIBIT J



GENERAL GRADING NOTES:

1. THE EXISTING CONTOUR INTERVAL IS TWO (2) FEET (DASHED) FROM A SURVEY PERFORMED BY SOPRIS ENGINEERING, LLC.
2. THE PROPOSED CONTOUR INTERVAL IS TWO (2) FEET.
3. ALL GEOTECHNICAL ENGINEERING RECOMMENDATIONS SHALL BE ADHERED TO.
4. GRADING AROUND THE BUILDINGS IS PRELIMINARY. FINAL GRADING DETAIL WILL BE PROVIDED FOR BUILDING PERMIT.
5. SHALLOW DETENTION BASIN GRADING SHALL BE CONSTRUCTED AS NOTED ON PLAN. DETENTION BASIN SPECIFICATIONS:
   - 5.1. FILL BERM SUBGRADE SHALL BE COMPACTED IN LIFTS TO 90% STANDARD PROCTOR DENSITY WITHIN 2% OF OPTIMUM MOISTURE.
   - 5.2. FILL BERM SHALL HAVE A TWO FOOT WIDE FLAT TOP.
   - 5.3. MAXIMUM BERM AND DETENTION BASIN SIDE SLOPES SHALL NOT EXCEED 3':1'.
   - 5.4. OUTLET PIPE HAS BEEN SIZED TO ATTENUATE STORM WATER RUNOFF TO THE PRE-DEVELOPMENT RATE FOR THE OVERALL DRAINAGE BASIN (REFER TO DRAINAGE REPORT CALCULATIONS).
   - 5.5. REFER TO STORM SEWER PROFILE FOR DRAIN BASIN RIM, PIPE SIZE, & INVERTS
   - 5.6. REFER TO LANDSCAPE PLAN FOR TOPSOIL AND PLANTING SPECIFICATIONS.

FILL NOTE:

1. FILL AREA SHOWN IS THE RECEIVER LOCATION ONSITE TO ACHIEVE A SITE BALANCE. FILL SHALL ADHERE TO THE FOLLOWING SPECIFICATIONS;
   - 1.1. MAXIMUM SLOPE SHALL BE 4'H:1'V (25%).
   - 1.2. THE EXISTING SLOPE DIRECTION SHALL BE MAINTAINED.
   - 1.3. NATIVE VEGETATION AREAS SHALL NOT BE DISTURBED FOR SITE FILL. THIS INCLUDES BUT IS NOT LIMITED TO SAGEBRUSH, PINYON, JUNIPER TREES.
   - 1.4. FILL SHALL BE INSTALLED IN MAXIMUM OF 12" LIFTS AND COMPACTED TO 90% MAXIMUM SOIL DENSITY TO AVOID SETTLEMENT. SOILS ENGINEER SHALL CONFIRM SPECIFICATION, PROVIDE TESTING, AND SITE OBSERVATION.
   - 1.5. FINAL LAYER SHALL INCLUDE TOPSOIL SUFFICIENT TO ESTABLISH NATIVE GRASS SEED. CONFIRM TOPSOIL DEPTH WITH LANDSCAPE ARCHITECT.
   - 1.6. LANDSCAPE ARCHITECT SHALL REVIEW AND CONFIRM SEED MIX AND REVEGETATION METHOD PRIOR TO CONSTRUCTION.

SITE LEGEND

- PROPERTY LINE
- EXISTING EASEMENT
- OFFSITE 100 YR FLOOD±
- PROPOSED EASEMENT
- PROPOSED SETBACK
- PROPOSED LOT LINE
- PROPOSED CENTERLINE

GRADING LEGEND:

- PROPOSED 1' CONTOUR
- PROPOSED 5' CONTOUR
- EXISTING CONTOUR
- EXISTING CONTOUR INTERVAL
- PROPOSED SLOPE
- PROPOSED SPOT ELEVATION
- PROPOSED STORM SEWER
- PROPOSED STORM INLET

SPOT ELEVATION LEGEND

BOW = BOTTOM OF WALL
EOA = EDGE OF ASPHALT
EX = EXISTING GRADE
FF = FINISHED FLOOR ELEVATION
FG = FINISHED GRADE
FL = FLOW LINE
GB = GRADE BREAK
HP = HIGH POINT
LP = LOW POINT
ME = MATCH EXISTING
RIM = RIM ELEVATION
TBC = TOP BACK OF CURB
TC = TOP OF CONCRETE

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

Know what's **below.** **Call** before you dig.
CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3•CARBONDALE CO 81623
(970) 704•0311• soprisengineering.com

DATE:	02-26-2025	
JOB NO.	33011.01	
DESIGNED BY	JPP	
DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

COLORADO REGISTERED
NANCY TURNER CLARK
28377
2.26.25
PROFESSIONAL ENGINEER

DATE	REVISION

TITLE
OVERALL GRADING PLAN

DRAWING NO.
C-2.0

G:\2023\33011 CVR RI RES\CIVIL\CIVIL DWGS\PLOT\33011-C2S DETAILED GRD.DWG - Feb 27, 2025 - 7:41pm

EXHIBIT J

PROPOSED LEGEND

- PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- STBK PROPOSED SETBACK
- PROPOSED LOT LINE
- PROPOSED CENTERLINE

GRADING LEGEND:

- PROPOSED 1' CONTOUR
- 7900 PROPOSED 5' CONTOUR
- EXISTING CONTOUR
- 7900 EXISTING CONTOUR INTERVAL
- PROPOSED SLOPE
- PROPOSED SPOT ELEVATION
- PSD PROPOSED STORM SEWER
- PROPOSED STORM INLET

SPOT ELEVATION LEGEND

BOW = BOTTOM OF WALL
EOA = EDGE OF ASPHALT
EX = EXISTING GRADE
FFE = FINISHED FLOOR ELEVATION
FG = FINISHED GRADE
FL = FLOW LINE
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LP = LOW POINT
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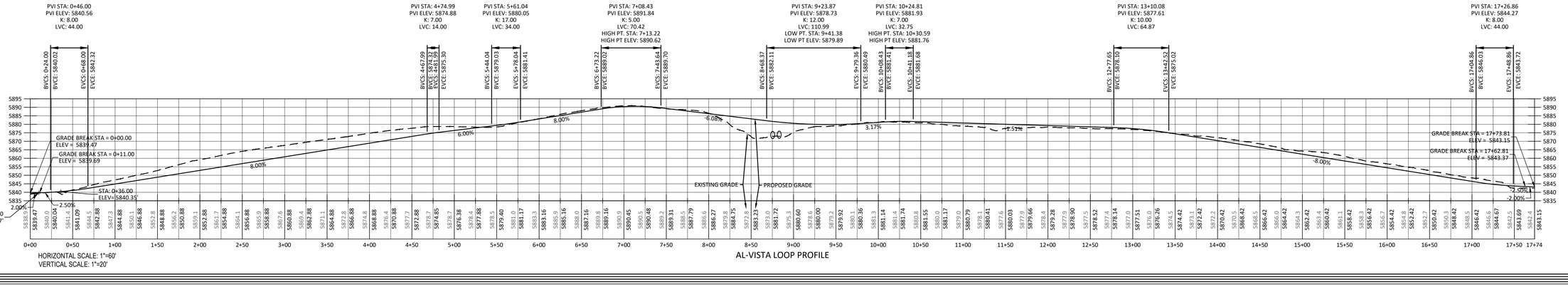
CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES



SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704•0311 • soprisengineering.com

DATE:	02-26-2025	
JOB NO.	33011.01	
DESIGNED BY	JPP	
DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

COLORADO REGISTERED 28377 2.26.25 PROFESSIONAL ENGINEER

DATE	REVISION

TITLE
VISTA LOOP
PLAN/PROFILE

DRAWING NO.
C-2.1

G:\2023\33011 CVR RZ RES\CIVIL\CIVIL DWGS\PLOTS\33011-C2D-GRADING.DWG - Feb 26, 2025 - 4:11pm

EXHIBIT J

PROPOSED LEGEND

- PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- STBK — PROPOSED SETBACK
- PROPOSED LOT LINE
- PROPOSED CENTERLINE

GRADING LEGEND:

- PROPOSED 1' CONTOUR
- 7900 — PROPOSED 5' CONTOUR
- EXISTING CONTOUR
- 7900 — EXISTING CONTOUR INTERVAL
- PROPOSED SLOPE
- PROPOSED SPOT ELEVATION
- PSD — PSD — PROPOSED STORM SEWER
- PROPOSED STORM INLET

SPOT ELEVATION LEGEND

BOW = BOTTOM OF WALL
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FG = FINISHED GRADE
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LP = LOW POINT
ME = MATCH EXISTING
RIM = RIM ELEVATION
TBC = TOP BACK OF CURB
TOC = TOP OF CONCRETE
TW = TOP OF WALL

GRAPHIC SCALE

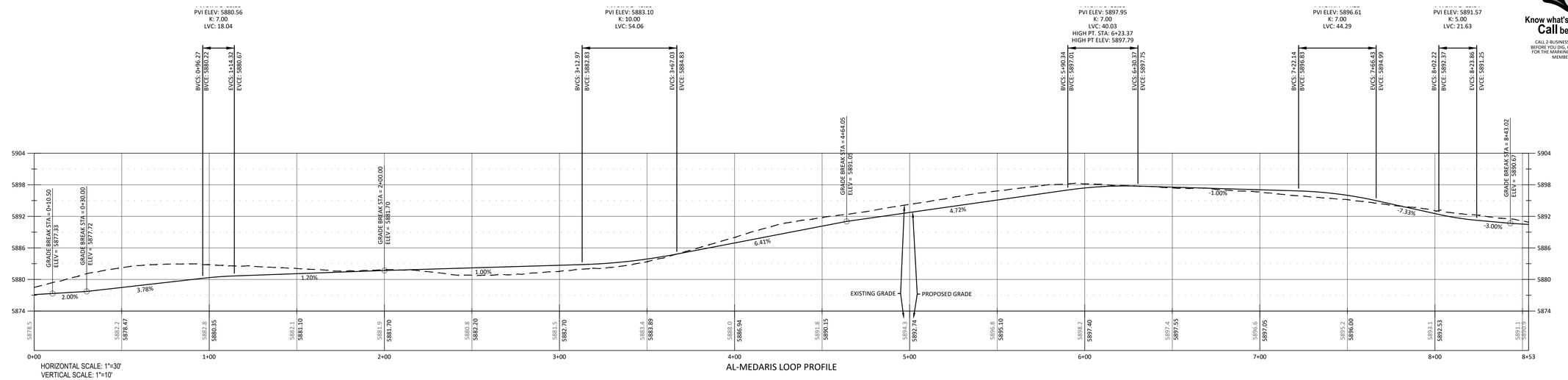
30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

NORTH

Know what's **below.** **Call** before you dig.

CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES



HORIZONTAL SCALE: 1"=30'
VERTICAL SCALE: 1"=10'

AL-MEDARIS LOOP PROFILE

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704•0311 • soprisengineering.com

DATE:	02-26-2025	
JOB NO.	33011.01	
DESIGNED BY	JPP	
DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

JOHN P. PATTERSON
28377
2.26.25
PROFESSIONAL ENGINEER

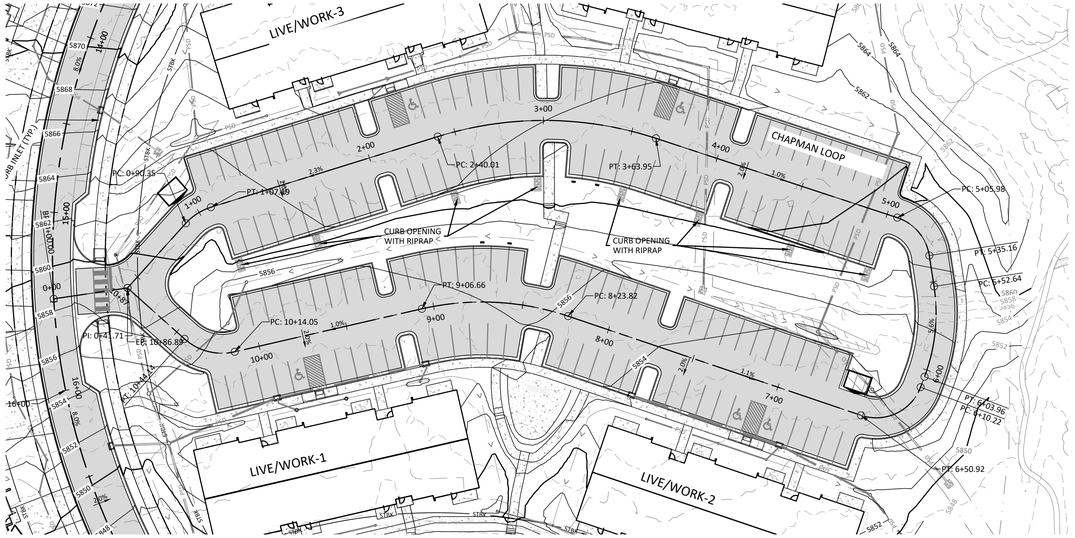
DATE	REVISION

TITLE
MEDARIS LOOP
PLAN/PROFILE

DRAWING NO.
C-2.2

G:\2023\33011 CVR R2 RES\CIVIL\CIVIL DWGS\PLOT\33011-C2D GRADING.DWG - Feb 26, 2025 - 4:11pm

EXHIBIT J



PROPOSED LEGEND

- PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PROPOSED SETBACK
- PROPOSED LOT LINE
- PROPOSED CENTERLINE

GRADING LEGEND:

- PROPOSED 1' CONTOUR
- PROPOSED 5' CONTOUR
- EXISTING CONTOUR
- EXISTING CONTOUR INTERVAL
- PROPOSED SLOPE
- PROPOSED SPOT ELEVATION
- PROPOSED STORM SEWER
- PROPOSED STORM INLET

SPOT ELEVATION LEGEND

BOW = BOTTOM OF WALL
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FL = FLOW LINE
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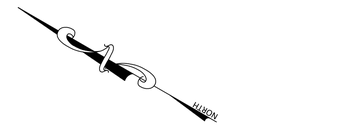
LP = LOW POINT
ME = MATCH EXISTING
RIM = RIM ELEVATION
TBC = TOP BACK OF CURB
TOC = TOP OF CONCRETE
TW = TOP OF WALL



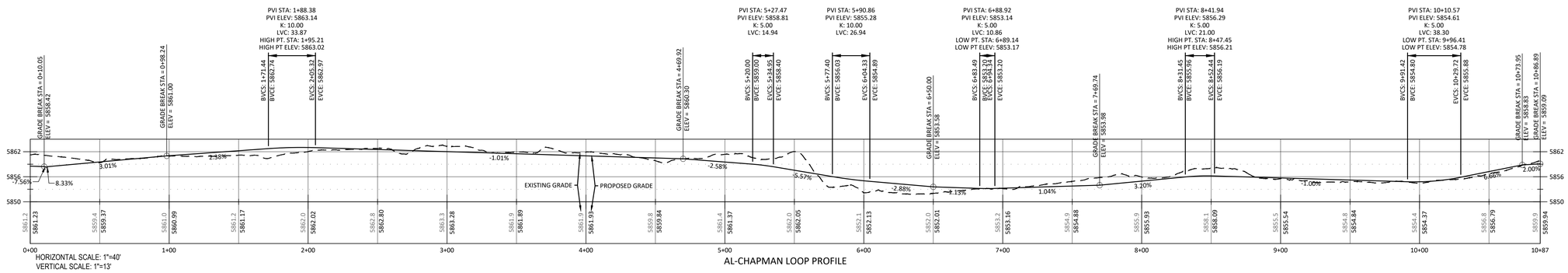
GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

811 Know what's **below.** **Call** before you dig.

CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES



HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=13'

AL-CHAPMAN LOOP PROFILE

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704•0311 • soprisengineering.com

DATE:	02-26-2025	
JOB NO.	33011.01	
DESIGNED BY	JPP	
DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

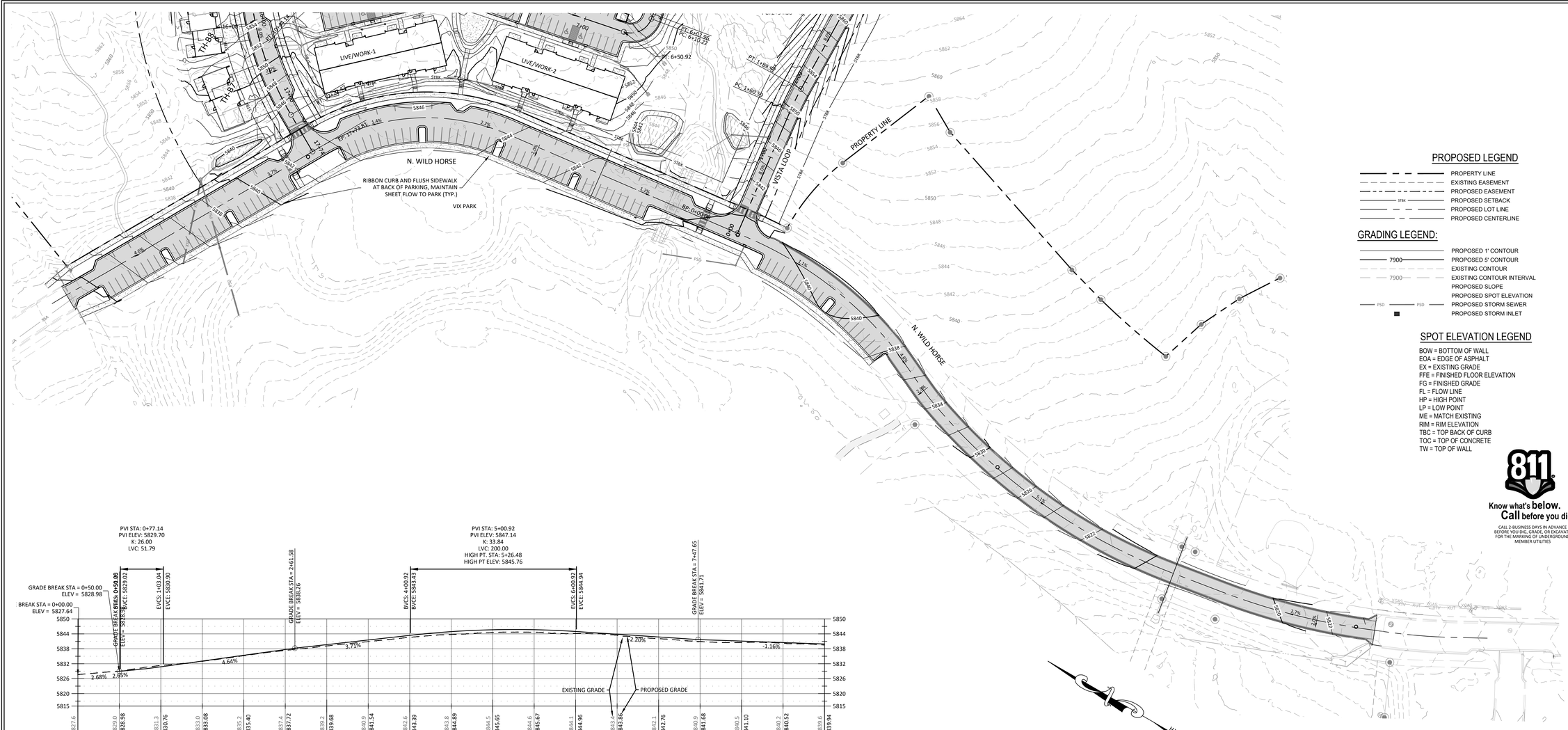
DATE	REVISION

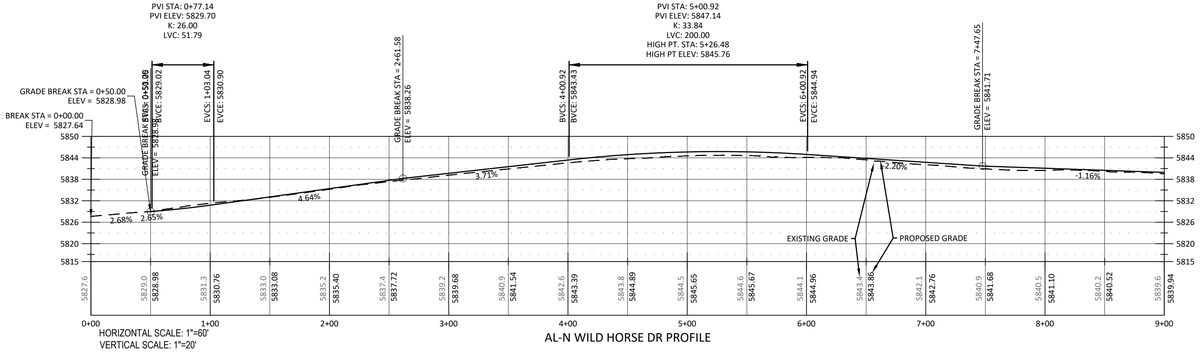
TITLE
CHAPMAN LOOP
PLAN/PROFILE

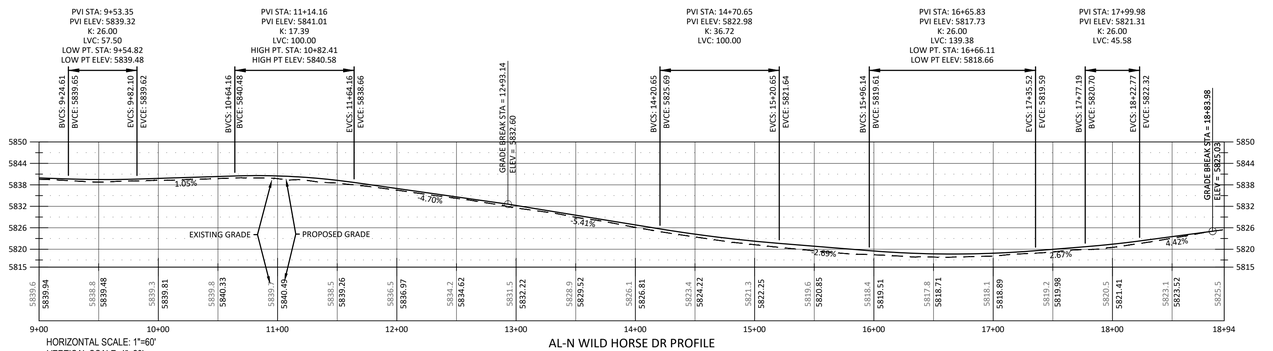
DRAWING NO.
C-2.3

G:\2025\33011 CVR RZ RES\CIVIL\CIVIL DWGS\PLOT\33011-C2XDRAWING.DWG - Feb 26, 2025 - 4:11pm

EXHIBIT J







PROPOSED LEGEND

- PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PROPOSED SETBACK
- PROPOSED LOT LINE
- PROPOSED CENTERLINE

GRADING LEGEND:

- PROPOSED 1' CONTOUR
- PROPOSED 5' CONTOUR
- EXISTING CONTOUR
- EXISTING CONTOUR INTERVAL
- PROPOSED SLOPE
- PROPOSED SPOT ELEVATION
- PROPOSED STORM SEWER
- PROPOSED STORM INLET

SPOT ELEVATION LEGEND

BOW = BOTTOM OF WALL
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NORTH

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704•0311 • soprisengineering.com

DATE:	02-26-2025	
JOB NO.	33011.01	
DESIGNED BY	JPP	
DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

COLORADO REGISTERED
JOSEPH P. PETTIT
28377
2.26.25
PROFESSIONAL ENGINEER

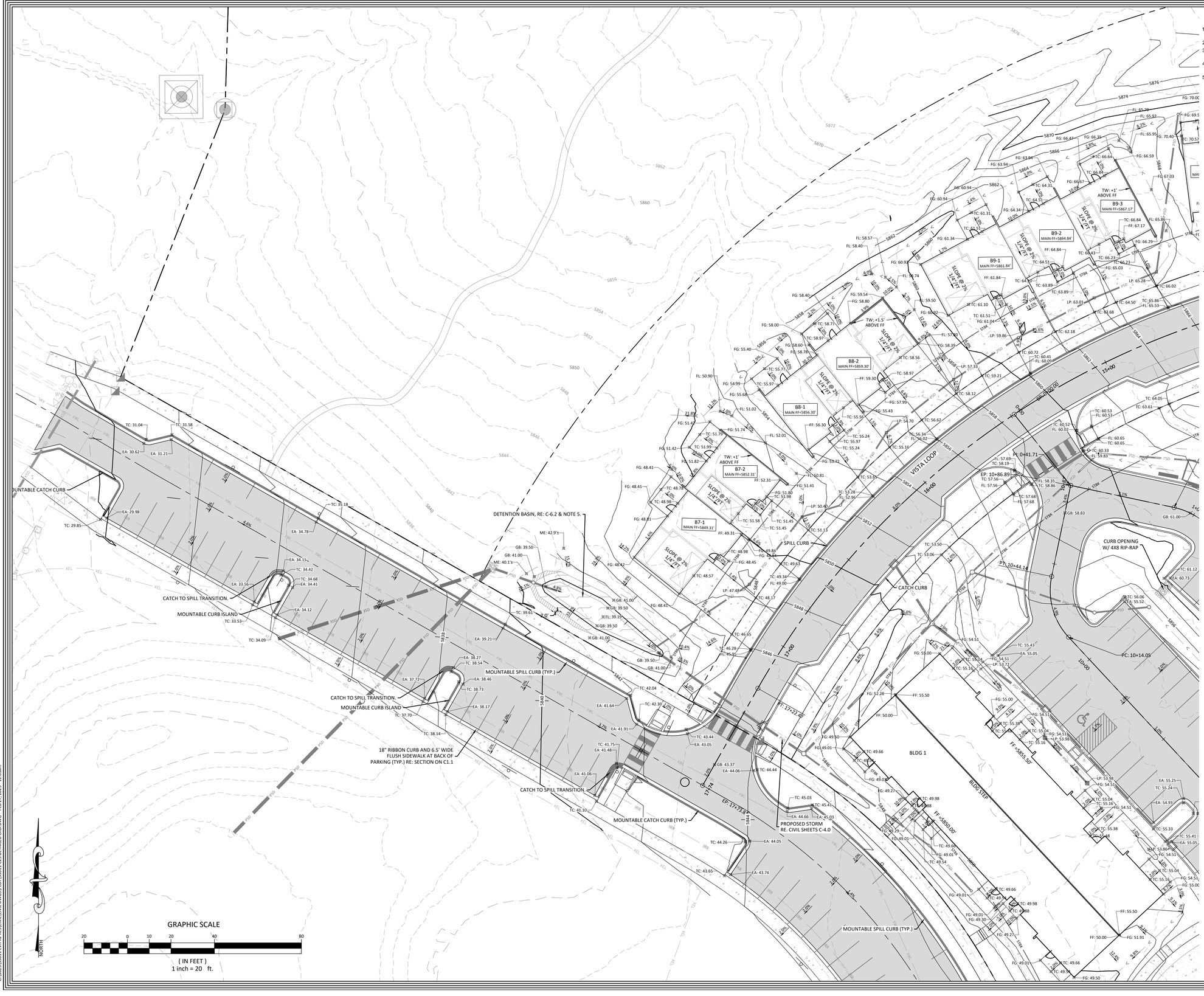
DATE	REVISION

TITLE
N. WILD HORSE
PLAN/PROFILE

DRAWING NO.
C-2.4

G:\2021\33011 CVR RX RESC\CIVIL\CIVIL DWGS\PLOT\33011-C01-GRADING.DWG - Feb 26, 2025 - 4:12pm

EXHIBIT J



GENERAL GRADING NOTES:

1. THE EXISTING CONTOUR INTERVAL IS TWO (2) FEET (DASHED) FROM A SURVEY PERFORMED BY SOPRIS ENGINEERING, LLC.
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SITE LEGEND

- PROPERTY LINE
- EXISTING EASEMENT
- OFFSITE 100 YR FLOOD±
- PROPOSED EASEMENT
- STBK — PROPOSED SETBACK
- PROPOSED LOT LINE
- PROPOSED CENTERLINE

GRADING LEGEND:

- PROPOSED 1' CONTOUR
- 7900 — PROPOSED 5' CONTOUR
- EXISTING CONTOUR
- 7900 — EXISTING CONTOUR INTERVAL
- 2.0% — PROPOSED SLOPE
- ✕ FL: 32.0 — PROPOSED SPOT ELEVATION
- PSD — PSD — PROPOSED STORM SEWER
- ■ PROPOSED STORM INLET

SPOT ELEVATION LEGEND

BOW = BOTTOM OF WALL
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TC = TOP OF CONCRETE

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704•0311 • soprisengineering.com

DATE:	02-26-2025	
JOB NO.	33011.01	
DESIGNED BY	JPP	
DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

DATE	REVISION

TITLE
NORTH WEST GRADING

DRAWING NO.
C-2.5

G:\2023\33011 CVR R2 RES\CIVIL\CIVIL DWGS\PLOT\33011-C2.5 DETAILED GRD.DWG - Feb 27, 2025 - 11:01am

EXHIBIT J

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

GENERAL GRADING NOTES:

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SITE LEGEND

- PROPERTY LINE
- EXISTING EASEMENT
- OFFSITE 100 YR FLOOD±
- PROPOSED EASEMENT
- STBK — PROPOSED SETBACK
- PROPOSED LOT LINE
- PROPOSED CENTERLINE

GRADING LEGEND:

- PROPOSED 1' CONTOUR
- 7900 — PROPOSED 5' CONTOUR
- EXISTING CONTOUR
- 7900 — EXISTING CONTOUR INTERVAL
- 2.0% — PROPOSED SLOPE
- ✕ FL: 32.0 — PROPOSED SPOT ELEVATION
- PSD — PSD — PROPOSED STORM SEWER
- PROPOSED STORM INLET

SPOT ELEVATION LEGEND

BOW = BOTTOM OF WALL
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HP = HIGH POINT
LP = LOW POINT
ME = MATCH EXISTING
RIM = RIM ELEVATION
TBC = TOP BACK OF CURB
TC = TOP OF CONCRETE

NORTH

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704•0311 • soprisengineering.com

DATE:	02-26-2025	
JOB NO.	33011.01	
DESIGNED BY	JPP	
DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

COLORADO REGISTERED 28377 PROFESSIONAL ENGINEER 2.26.25

DATE	REVISION

TITLE
NORTH EAST GRADING

DRAWING NO.
C-2.6

G:\2023\33011\CWR RE RES\CIVIL\DWGS\PLOT\33011-C2S DETAILED GRD.DWG - Feb 27, 2025 - 11:01am

EXHIBIT J

GENERAL GRADING NOTES:

1. THE EXISTING CONTOUR INTERVAL IS TWO (2) FEET (DASHED) FROM A SURVEY PERFORMED BY SOPRIS ENGINEERING, LLC.
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   - 5.6. REFER TO LANDSCAPE PLAN FOR TOPSOIL AND PLANTING SPECIFICATIONS.

SITE LEGEND

- PROPERTY LINE
- EXISTING EASEMENT
- OFFSITE 100 YR FLOOD±
- PROPOSED EASEMENT
- STBK — PROPOSED SETBACK
- PROPOSED LOT LINE
- PROPOSED CENTERLINE

GRADING LEGEND:

- PROPOSED 1' CONTOUR
- 7900 — PROPOSED 5' CONTOUR
- EXISTING CONTOUR
- 7900 — EXISTING CONTOUR INTERVAL
- 2.0% — PROPOSED SLOPE
- ✕ FL: 32.0 — PROPOSED SPOT ELEVATION
- PSD — PROPOSED STORM SEWER
- PROPOSED STORM INLET

SPOT ELEVATION LEGEND

BOW = BOTTOM OF WALL
EOA = EDGE OF ASPHALT
EX = EXISTING GRADE
FF = FINISHED FLOOR ELEVATION
FG = FINISHED GRADE
FL = FLOW LINE
GB = GRADE BREAK
HP = HIGH POINT
LP = LOW POINT
ME = MATCH EXISTING
RIM = RIM ELEVATION
TBC = TOP BACK OF CURB
TC = TOP OF CONCRETE

BLDG 2 — FF=5853.92'
BLDG STEP — FF=5848.42'

4'X4' RIPRAP AT OUTLET
CURB OPENING W/ 4X8 RIP-RAP
CURB OPENING W/ 4X8 RIP-RAP
PROPOSED STORM RE. CIVIL SHEETS C-4.0
OFFSITE 100 YR FLOOD LIMIT± RE: DRG. CALCS.
4'X4' RIPRAP AT OUTLET
DETENTION BASIN, RE: C-6.2 & NOTE 5
DETENTION BASIN, RE: C-6.2 & NOTE 5

18" RIBBON CURB AND 6.5' WIDE FLUSH SIDEWALK AT BACK OF PARKING (TYP.) RE: SECTION ON C1.1

MOUNTABLE CURB ISLAND CATCH TO SPILL TRANSITION.
MOUNTABLE SPILL CURB (TYP.)
MOUNTABLE CURB ISLAND CATCH TO SPILL TRANSITION.
MOUNTABLE CATCH CURB (TYP.)
CATCH TO SPILL TRANSITION
MOUNTABLE SPILL CURB TO RAMP
BEGIN VERTICAL CATCH CURB
BEGIN VERTICAL SPILL CURB

VISTA LOOP

PC: 8+23.82
PT: 3+63.95
PC: 5+05.98
PT: 4+35.16
PC: 4+52.61
PT: 3+03.96
PT: 6+50.92
PC: 1+89.97
PT: 3+34.13
PC: 4+86.40
PT: 4+96.44
BP: 0+00.00
EP: 0+00.00

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

NORTH

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704•0311 • soprisengineering.com

DATE:	02-26-2025	
JOB NO.	33011.01	
DESIGNED BY	JPP	
DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

COLORADO REGISTERED PROFESSIONAL ENGINEER
JEFFREY P. PETERSON
28377
2.26.25
PROFESSIONAL ENGINEER

DATE	REVISION

TITLE
WEST GRADING

DRAWING NO.
C-2.7

G:\2023\33011 CWR RESCVN\CIVIL DWGS\PLOTS\33011 C2'S DETAILED GRD DWG - Feb 27, 2025 - 11:01am

EXHIBIT J

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

NORTH

GENERAL GRADING NOTES:

1. THE EXISTING CONTOUR INTERVAL IS TWO (2) FEET (DASHED) FROM A SURVEY PERFORMED BY SOPRIS ENGINEERING, LLC.
2. THE PROPOSED CONTOUR INTERVAL IS TWO (2) FEET.
3. ALL GEOTECHNICAL ENGINEERING RECOMMENDATIONS SHALL BE ADHERED TO.
4. GRADING AROUND THE BUILDINGS IS PRELIMINARY. FINAL GRADING DETAIL WILL BE PROVIDED FOR BUILDING PERMIT.
5. SHALLOW DETENTION BASIN GRADING SHALL BE CONSTRUCTED AS NOTED ON PLAN. DETENTION BASIN SPECIFICATIONS:
   - 5.1. FILL BERM SUBGRADE SHALL BE COMPACTED IN LIFTS TO 90% STANDARD PROCTOR DENSITY WITHIN 2% OF OPTIMUM MOISTURE.
   - 5.2. FILL BERM SHALL HAVE A TWO FOOT WIDE FLAT TOP.
   - 5.3. MAXIMUM BERM AND DETENTION BASIN SIDE SLOPES SHALL NOT EXCEEED 3':1'.
   - 5.4. OUTLET PIPE HAS BEEN SIZED TO ATTENUATE STORM WATER RUNOFF TO THE PRE-DEVELOPMENT RATE FOR THE OVERALL DRAINAGE BASIN (REFER TO DRAINAGE REPORT CALCULATIONS).
   - 5.5. REFER TO STORM SEWER PROFILE FOR DRAIN BASIN RIM, PIPE SIZE, & INVERTS
   - 5.6. REFER TO LANDSCAPE PLAN FOR TOPSOIL AND PLANTING SPECIFICATIONS.

SITE LEGEND

- PROPERTY LINE
- EXISTING EASEMENT
- OFFSITE 100 YR FLOOD±
- PROPOSED EASEMENT
- PROPOSED SETBACK
- PROPOSED LOT LINE
- PROPOSED CENTERLINE

GRADING LEGEND:

- PROPOSED 1' CONTOUR
- PROPOSED 5' CONTOUR
- EXISTING CONTOUR
- EXISTING CONTOUR INTERVAL
- PROPOSED SLOPE
- PROPOSED SPOT ELEVATION
- PROPOSED STORM SEWER
- PROPOSED STORM INLET

SPOT ELEVATION LEGEND

BOW = BOTTOM OF WALL
EOA = EDGE OF ASPHALT
EX = EXISTING GRADE
FF = FINISHED FLOOR ELEVATION
FG = FINISHED GRADE
FL = FLOW LINE
GB = GRADE BREAK
HP = HIGH POINT
LP = LOW POINT
ME = MATCH EXISTING
RIM = RIM ELEVATION
TBC = TOP BACK OF CURB
TC = TOP OF CONCRETE

BLDG 5
UPPER FF =5900.70'
LOWER FF=5888.70'

PROPOSED STORM
RE. CIVIL SHEETS C-4.0

SUNSET LOOP

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704•0311 • soprisengineering.com

DATE:	02-26-2025	
JOB NO.	33011.01	
DESIGNED BY	JPP	
DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

COLORADO REGISTERED
YVONNE T. NAPIER
28377
2.26.25
PROFESSIONAL ENGINEER

DATE	REVISION

TITLE
EAST GRADING

DRAWING NO.
C-2.8

G:\33011\33011 CVR RZ RES\CIVIL\CIVIL DWGS\PLOT\33011-C25 DETAILED GRD.DWG - Feb 27, 2025 - 11:01am

EXHIBIT J

GENERAL GRADING NOTES:

1. THE EXISTING CONTOUR INTERVAL IS TWO (2) FEET (DASHED) FROM A SURVEY PERFORMED BY SOPRIS ENGINEERING, LLC.
2. THE PROPOSED CONTOUR INTERVAL IS TWO (2) FEET.
3. ALL GEOTECHNICAL ENGINEERING RECOMMENDATIONS SHALL BE ADHERED TO.
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   - 5.3. MAXIMUM BERM AND DETENTION BASIN SIDE SLOPES SHALL NOT EXCEEED 3':1'.
   - 5.4. OUTLET PIPE HAS BEEN SIZED TO ATTENUATE STORM WATER RUNOFF TO THE PRE-DEVELOPMENT RATE FOR THE OVERALL DRAINAGE BASIN (REFER TO DRAINAGE REPORT CALCULATIONS).
   - 5.5. REFER TO STORM SEWER PROFILE FOR DRAIN BASIN RIM, PIPE SIZE, & INVERTS
   - 5.6. REFER TO LANDSCAPE PLAN FOR TOPSOIL AND PLANTING SPECIFICATIONS.

SITE LEGEND

- PROPERTY LINE
- EXISTING EASEMENT
- OFFSITE 100 YR FLOOD±
- PROPOSED EASEMENT
- STBK — PROPOSED SETBACK
- PROPOSED LOT LINE
- PROPOSED CENTERLINE

GRADING LEGEND:

- PROPOSED 1' CONTOUR
- 7900 — PROPOSED 5' CONTOUR
- EXISTING CONTOUR
- 7900 — EXISTING CONTOUR INTERVAL
- 2.0% — PROPOSED SLOPE
- ✕ FL: 32.0 — PROPOSED SPOT ELEVATION
- PSD — PROPOSED STORM SEWER
- PROPOSED STORM INLET

SPOT ELEVATION LEGEND

BOW = BOTTOM OF WALL
EOA = EDGE OF ASPHALT
EX = EXISTING GRADE
FF = FINISHED FLOOR ELEVATION
FG = FINISHED GRADE
FL = FLOW LINE
GB = GRADE BREAK
HP = HIGH POINT
LP = LOW POINT
ME = MATCH EXISTING
RIM = RIM ELEVATION
TBC = TOP BACK OF CURB
TC = TOP OF CONCRETE

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

NORTH

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704•0311 • soprisengineering.com

DATE:	02-26-2025	
JOB NO.	33011.01	
DESIGNED BY	JPP	
DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

COLORADO REGISTERED
JOSEPH P. PAGLIUCA
28377
2.26.25
PROFESSIONAL ENGINEER

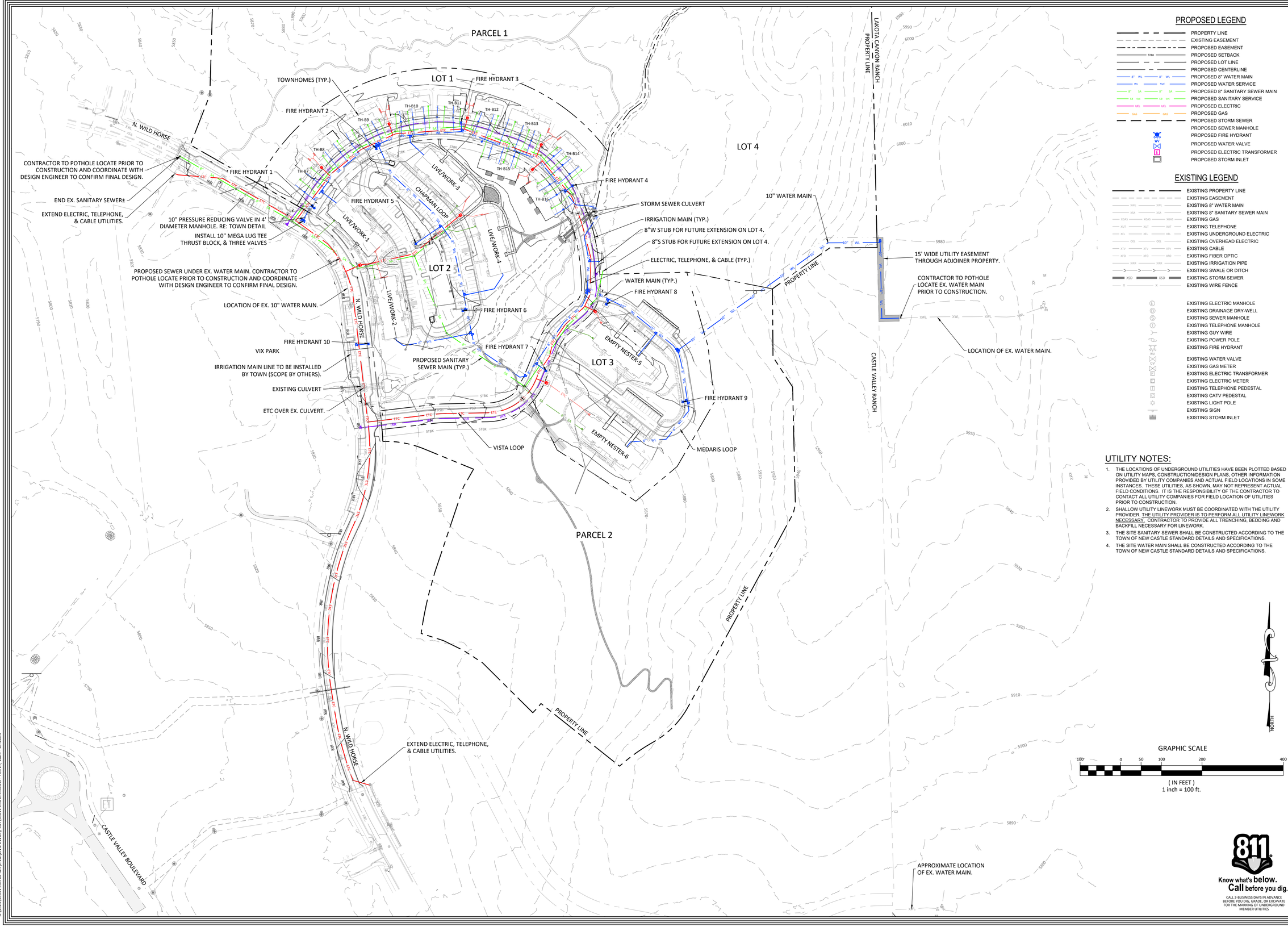
DATE	REVISION

TITLE
SOUTH GRADING

DRAWING NO.
C-2.9

G:\2023\33011 CVR R2 RES\CIVIL\CIVIL DWGS\PLOT\33011-C2.9 DETAILED GRD.DWG - Feb 27, 2025 - 11:01am

EXHIBIT J



PROPOSED LEGEND

- PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PROPOSED SETBACK
- PROPOSED LOT LINE
- PROPOSED CENTERLINE
- PROPOSED 8" WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED 8" SANITARY SEWER MAIN
- PROPOSED SANITARY SERVICE
- PROPOSED ELECTRIC
- PROPOSED GAS
- PROPOSED STORM SEWER
- PROPOSED SEWER MANHOLE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- PROPOSED ELECTRIC TRANSFORMER
- PROPOSED STORM INLET

EXISTING LEGEND

- EXISTING PROPERTY LINE
- EXISTING EASEMENT
- EXISTING 8" WATER MAIN
- EXISTING 8" SANITARY SEWER MAIN
- EXISTING GAS
- EXISTING TELEPHONE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING OVERHEAD ELECTRIC
- EXISTING CABLE
- EXISTING FIBER OPTIC
- EXISTING IRRIGATION PIPE
- EXISTING SWALE OR DITCH
- EXISTING STORM SEWER
- EXISTING WIRE FENCE
- EXISTING ELECTRIC MANHOLE
- EXISTING DRAINAGE DRY-WELL
- EXISTING SEWER MANHOLE
- EXISTING TELEPHONE MANHOLE
- EXISTING GUY WIRE
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING GAS METER
- EXISTING ELECTRIC TRANSFORMER
- EXISTING ELECTRIC METER
- EXISTING TELEPHONE PEDESTAL
- EXISTING CATV PEDESTAL
- EXISTING LIGHT POLE
- EXISTING SIGN
- EXISTING STORM INLET

UTILITY NOTES:

1. THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN PLOTTED BASED ON UTILITY MAPS, CONSTRUCTION/DESIGN PLANS, OTHER INFORMATION PROVIDED BY UTILITY COMPANIES AND ACTUAL FIELD LOCATIONS IN SOME INSTANCES. THESE UTILITIES, AS SHOWN, MAY NOT REPRESENT ACTUAL FIELD CONDITIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL UTILITY COMPANIES FOR FIELD LOCATION OF UTILITIES PRIOR TO CONSTRUCTION.
2. SHALLOW UTILITY LINEWORK MUST BE COORDINATED WITH THE UTILITY PROVIDER. THE UTILITY PROVIDER IS TO PERFORM ALL UTILITY LINEWORK NECESSARY. CONTRACTOR TO PROVIDE ALL TRENCHING, BEDDING AND BACKFILL NECESSARY FOR LINEWORK.
3. THE SITE SANITARY SEWER SHALL BE CONSTRUCTED ACCORDING TO THE TOWN OF NEW CASTLE STANDARD DETAILS AND SPECIFICATIONS.
4. THE SITE WATER MAIN SHALL BE CONSTRUCTED ACCORDING TO THE TOWN OF NEW CASTLE STANDARD DETAILS AND SPECIFICATIONS.

NORTH

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

811 Know what's below. Call before you dig.
CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704•0311 • soprisengineering.com

DATE:	02-26-2025
JOB NO.	33011.01
DESIGNED BY	AKC
DRAWN BY	JPP
CHECKED BY	YTN

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

COLORADO REGISTERED 28377 PROFESSIONAL ENGINEER 2-26-2025

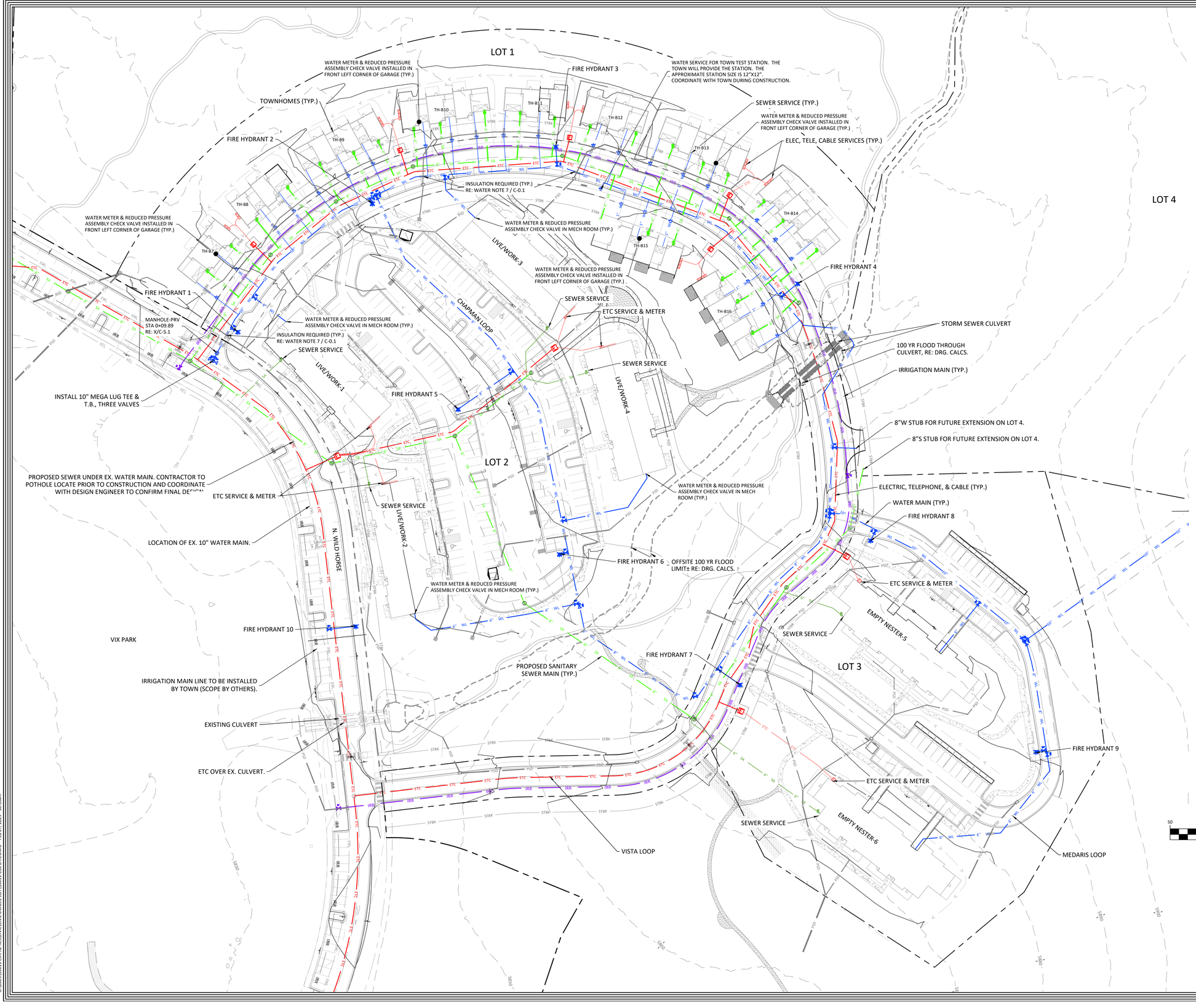
DATE	REVISION

TITLE
OVERALL UTILITY PLAN

DRAWING NO.
C-3.0

C:\2023\33011 CVR RX RESV\CIVIL\CIVIL DWGS\PLOT\33011-C3D UTIL.DWG - Feb 27, 2025 - 10:33am

EXHIBIT J



PROPOSED LEGEND

- PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PROPOSED SETBACK
- PROPOSED LOT LINE
- PROPOSED CENTERLINE
- PROPOSED 8" WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED 8" SANITARY SEWER MAIN
- PROPOSED SANITARY SERVICE
- PROPOSED ELECTRIC
- PROPOSED GAS
- PROPOSED STORM SEWER
- PROPOSED SEWER MANHOLE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- PROPOSED ELECTRIC TRANSFORMER
- PROPOSED STORM INLET

EXISTING LEGEND

- EXISTING PROPERTY LINE
- EXISTING EASEMENT
- OFFSITE 100 YR FLOOD±
- EXISTING 8" WATER MAIN
- EXISTING 8" SANITARY SEWER MAIN
- EXISTING GAS
- EXISTING TELEPHONE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING OVERHEAD ELECTRIC
- EXISTING CABLE
- EXISTING FIBER OPTIC
- EXISTING IRRIGATION PIPE
- EXISTING SWALE OR DITCH
- EXISTING STORM SEWER
- EXISTING WIRE FENCE
- EXISTING ELECTRIC MANHOLE
- EXISTING DRAINAGE DRY-WELL
- EXISTING SEWER MANHOLE
- EXISTING TELEPHONE MANHOLE
- EXISTING GUY WIRE
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING GAS METER
- EXISTING ELECTRIC TRANSFORMER
- EXISTING ELECTRIC METER
- EXISTING TELEPHONE PEDESTAL
- EXISTING CATV PEDESTAL
- EXISTING LIGHT POLE
- EXISTING SIGN
- EXISTING STORM INLET

NORTH

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

811 Know what's below. Call before you dig.
CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704•0311 • soprisengineering.com

DATE:	02-26-2025
JOB NO.	33011.01
DESIGNED BY	AKC
DRAWN BY	JPP
CHECKED BY	YTN

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

COLORADO REGISTERED 28377 PROFESSIONAL ENGINEER 2-26-25

DATE	REVISION

TITLE
SITE UTILITY PLAN

DRAWING NO.
C-3.1

G:\2023\33011 CVR R2 RES\CIVIL\CIVIL DWGS\PLOT\33011-C3D-UTIL.DWG - Feb 27, 2025 - 10:38am

EXHIBIT J

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

NORTH

SMH-EX-A1
STA:0+00.00
RIM:5823.14'
8" I-I(SE):5809.00'

SMH-A2
STA:1+85.82
RIM:5829.33'
8"I-I(SE):5815.84'
8"I-O(NW):5815.64'

SMH-A3
STA:3+45.16
RIM:5836.14'
8"I-I(SE):5826.34'
8"I-O(NW):5826.14'

SMH-A4
STA:5+04.73
RIM:5842.45'
8"I-I(SE):5832.48'
8"I-I(NE):5832.48'
8"I-O(NW):5832.28'

SMH-A5
STA:7+03.14
RIM:5846.69'
8"I-I(E):5836.87'
8"I-O(NW):5836.67'

SMH A6-1
STA:1+12.56
RIM:5862.13'
8"I-O(SW):5851.73'

SMH-A6
STA:8+46.50
RIM:5855.72'
8"I-I(SE):5843.60'
8"I-I(NE):5843.60'
8"I-O(W):5843.40'

SMH-A7
STA:10+52.42
RIM:5855.47'
8"I-I(SE):5845.82'
8"I-O(NW):5845.62'

SMH-A8
STA:12+86.32
RIM:5869.90'
8"I-I(NE):5860.40'
8"I-O(NW):5860.20'

SMH-A9
STA:14+68.96
RIM:5883.57'
8"I-I(NE):5877.17'
8"I-O(SW):5876.97'

SMH-A10
STA:15+67.52
RIM:5890.70'
8"I-I(N):5881.75'
8"I-O(SW):5881.55'

182' of 8" @ 3.57%
109' of 8" @ 7.49%
140' of 8" @ 4.69%
202' of 8" @ 1.00%
72' of 8" @ 9.28%
230' of 8" @ 6.25%
184' of 8" @ 2.16%
156' of 8" @ 3.82%
155' of 8" @ 6.63%
186' of 8" @ 3.57%
194' of 8" @ 2.16%
139' of 8" @ 4.69%
202' of 8" @ 1.00%
230' of 8" @ 6.25%

OFFSITE 100 YR FLOOD LIMIT± RE: DRG. CALCS.

POTHOLE LOCATE SEWER MAIN AND NOTIFY ENGINEER PRIOR TO CONSTRUCTION

POTHOLE LOCATE WATER MAIN AND NOTIFY ENGINEER PRIOR TO CONSTRUCTION

AL-P-SEWER-A PROFILE

HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 40'

EXISTING SURFACE
PROPOSED SURFACE
PIPE INVERT

SMH-EX-A1
STA:0+00.00
RIM:5823.14'
8" I-I(SE):5809.00'

SMH-A2
STA:1+85.82
RIM:5829.33'
8" I-I(SE):5815.84'
8" I-O(NW):5815.64'

ETC CROSSING
STA: 2+90.82
TOP: 5829.48'

SMH-A3
STA:3+45.16
RIM:5836.14'
8" I-I(SE):5826.34'
8" I-O(NW):5826.14'

18"ST>8"S

SMH-A4
STA:5+04.73
RIM:5842.45'
8" I-I(SE):5832.48'
8" I-I(NE):5832.48'
8" I-O(NW):5832.28'

ETC CROSSING
STA: 6+30.91
TOP: 5841.32'

SMH-A5
STA:7+03.14
RIM:5846.69'
8" I-I(E):5836.87'
8" I-O(NW):5836.67'

8"ST>8"S

EX 10"W>8"S
ASSUMED ELEV. (TOP) = 5839.21
CONTRACTOR TO POTHOLE LOCATE EX WATER MAIN @SEWER CROSSING AND NOTIFY ENGINEER PRIOR TO CONSTRUCTION.

SMH-A6
STA:8+46.50
RIM:5855.72'
8" I-I(SE):5843.60'
8" I-I(NE):5843.60'
8" I-O(W):5843.40'

SMH-A7
STA:10+52.42
RIM:5855.42'
8" I-I(SE):5845.82'
8" I-O(NW):5845.62'

PROPOSED SURFACE
EXISTING SURFACE

12"ST>8"S

6" WATER
STA: 10+70.21
TOP: 5850.12'

4.39'

AL-P-SEWER-A PROFILE

HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 40'

SMH-A8
STA:12+86.32
RIM:5869.90'
8" I-I(NE):5860.40'
8" I-O(NW):5860.20'

ETC CROSSING
STA: 13+99.02
TOP: 5874.23'

SMH-A9
STA:14+68.96
RIM:5883.57'
8" I-I(NE):5877.17'
8" I-O(SW):5876.97'

SMH-A10
STA:15+67.52
RIM:5890.70'
8" I-I(N):5881.75'
8" I-O(SW):5881.55'

10"W>8"S
STA: 15+79.96
BOT= 5884.61'

95' of 8" @ 4.64%
139' of 8" @ 9.28%
68' of 8" @ 1.19%

EXISTING SURFACE
PROPOSED SURFACE
PIPE INVERT

Know what's **below.**
Call before you dig.
CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3•CARBONDALE CO 81623
(970) 704•0311• soprisengineering.com

DATE:	02-26-2025
JOB NO.	33011.01
DESIGNED BY	AKC
DRAWN BY	JPP
CHECKED BY	YTN

COLORADO REGISTERED 28377 PROFESSIONAL ENGINEER 2.26.25

DATE	REVISION

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

TITLE
SEWER MAIN A

DRAWING NO.
C-3.2

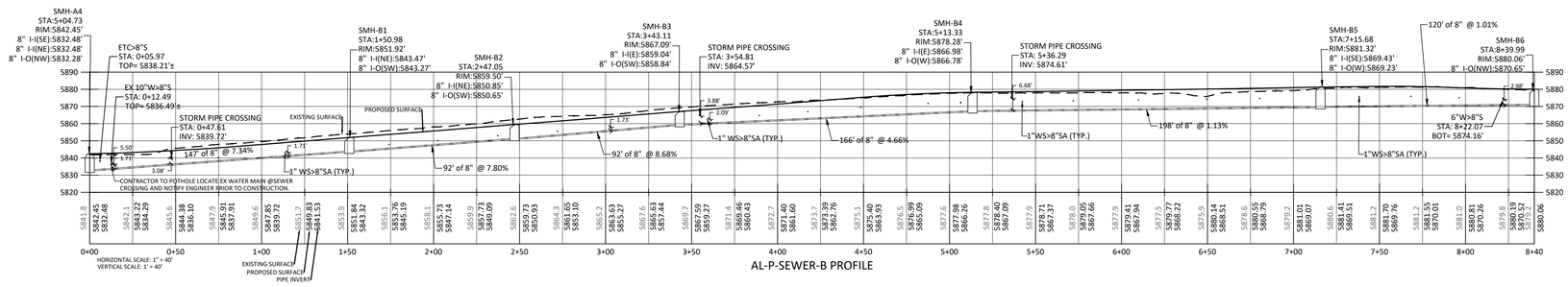
G:\2025\33011 CVR R2 RES\CIVIL\CIVIL DWGS\PLOT\33011-CER-UTIL.DWG - Feb 27, 2025 - 10:38am

EXHIBIT J

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.



AL-P-SEWER-B PROFILE

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3•CARBONDALE CO 81623
(970) 704•0311• soprisengineering.com

DATE:	02-26-2025	
JOB NO.	33011.01	
DESIGNED BY	AKC	
DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

COLORADO REGISTERED
CIVIL ENGINEER
28377
2.26.25
PROFESSIONAL ENGINEER

DATE	REVISION

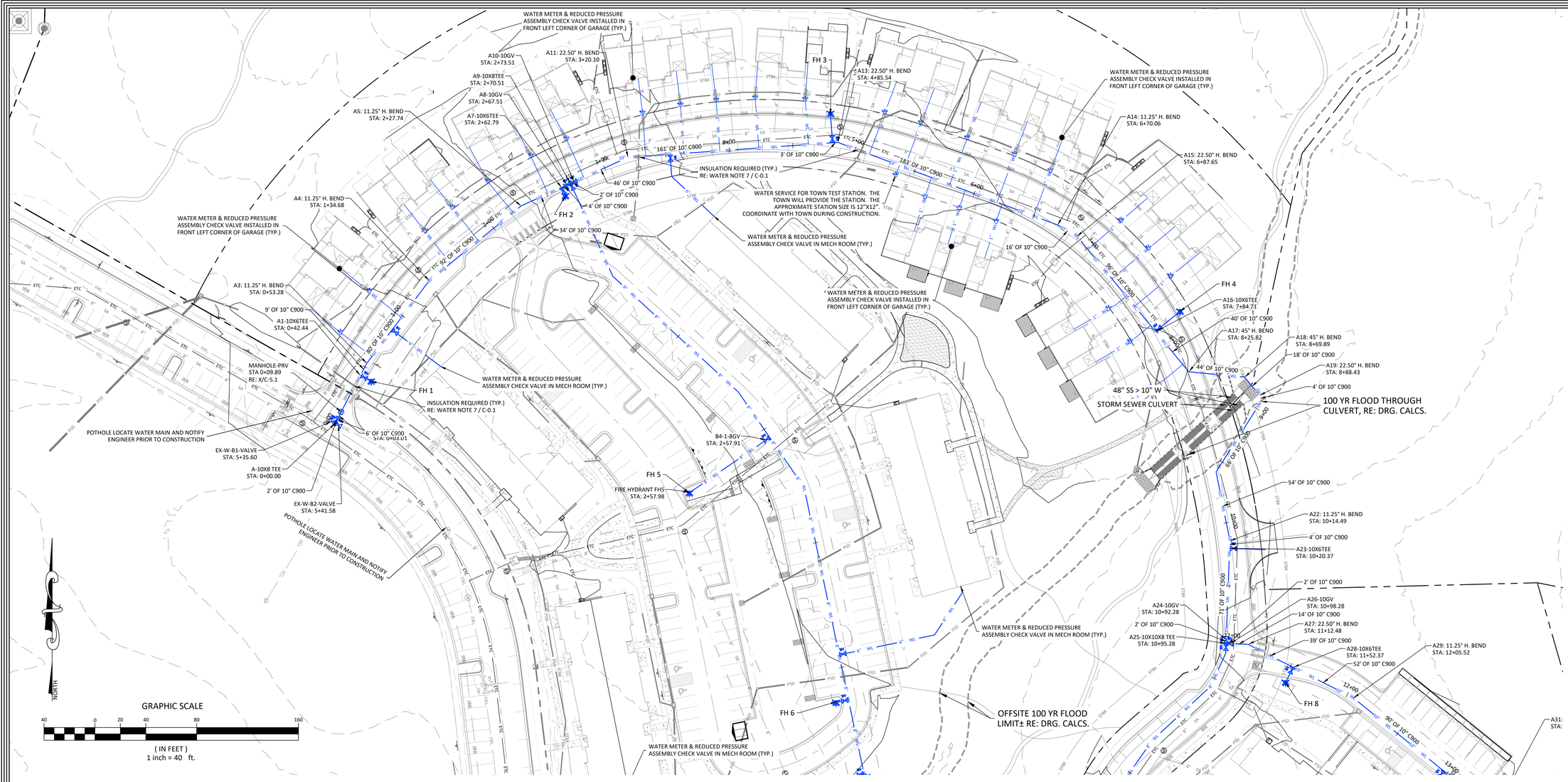
TITLE
SEWER MAIN B

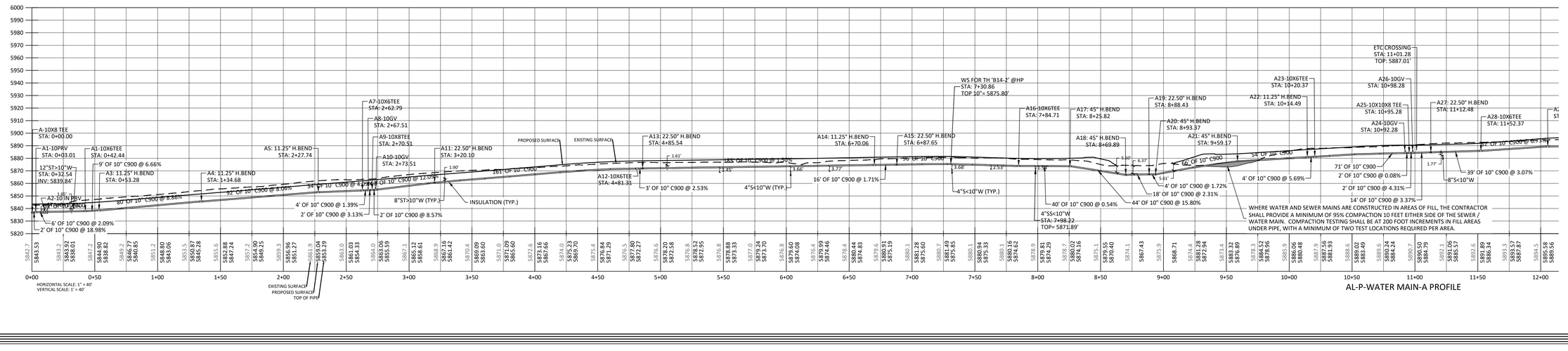
DRAWING NO.
C-3.3

811
Know what's **below.**
Call before you dig.
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

G:\2025\33011 CVR RZ RES\CIVIL\CIVIL DWGS\PLOTS\33011-C3D.PTL.DWG - Feb 27, 2025 - 10:34am

EXHIBIT J





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DATE:	02-26-2025	
JOB NO.	33011.01	
DESIGNED BY	AKC	
DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

COLORADO REGISTERED 28377 PROFESSIONAL ENGINEER 2.26.25

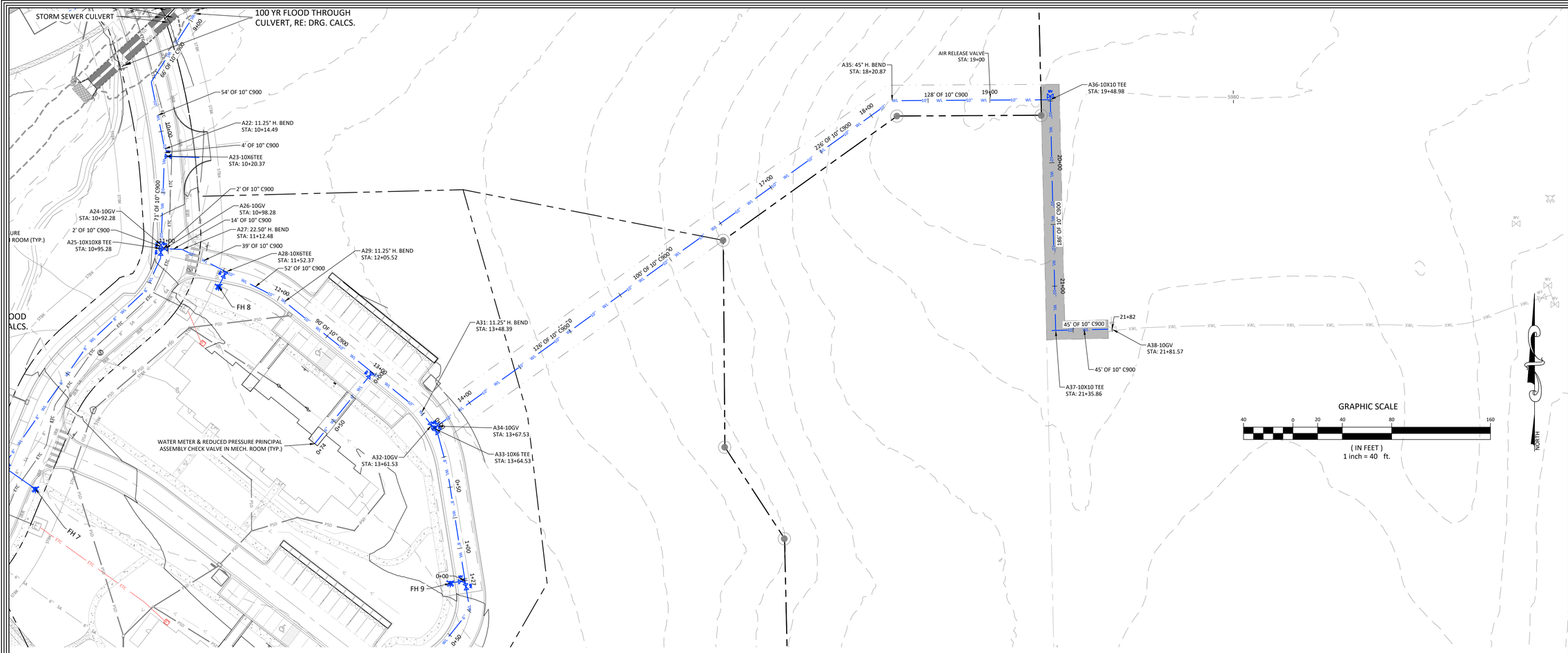
DATE	REVISION

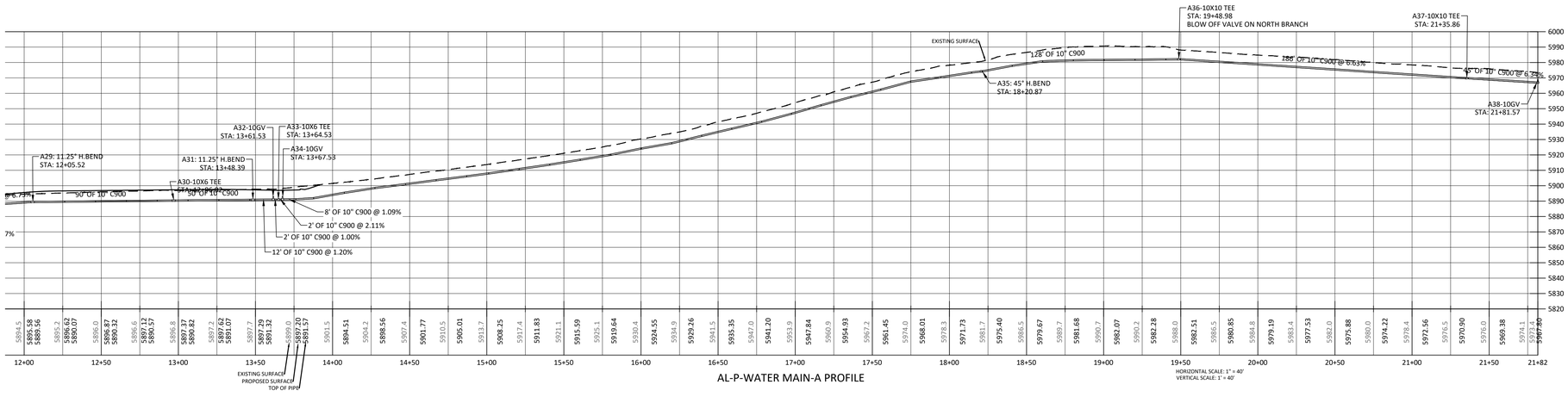
TITLE
WATER MAIN A STA 0+00 - 12+00

DRAWING NO.
C-3.4

G:\2023\33011 CVR RZ RES\CIVIL\CIVIL DWGS\PLOT\33011-C3D-LTPL.DWG - Feb 27, 2025 - 10:34am

EXHIBIT J





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JOB NO.	33011.01	
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9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

COLORADO REGISTERED
YOUNG TAE NAM
28377
2.26.25
PROFESSIONAL ENGINEER

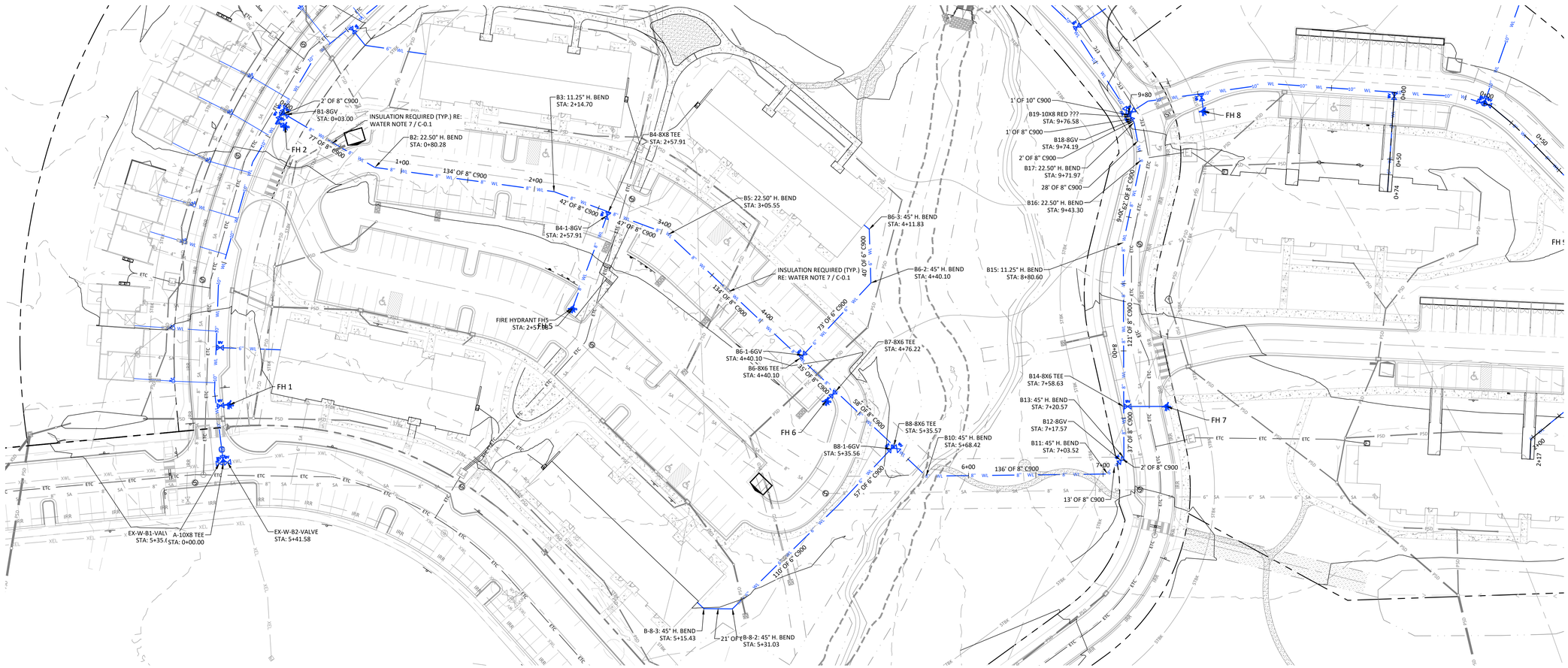
DATE	REVISION

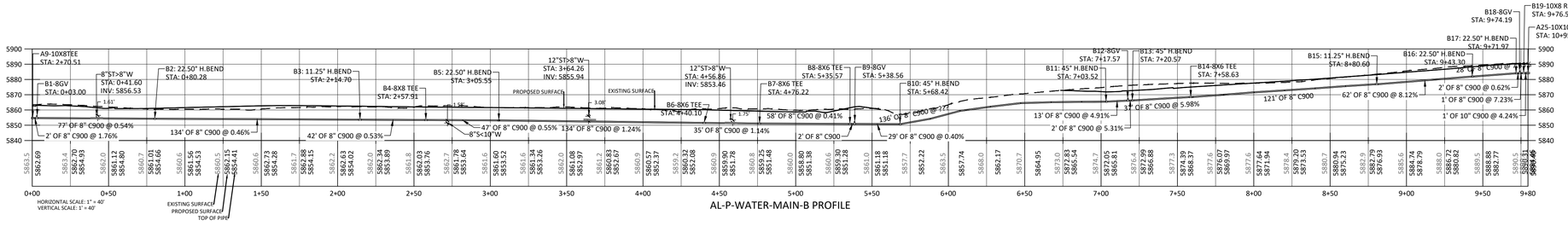
TITLE
WATER MAIN A STA
12+00 - 19+91

DRAWING NO.
C-3.5

G:\2023\33011 CVR RZ RES\CIVIL\CIVIL DWGS\PLOT\33011-C3D.PLTL.DWG - Feb 27, 2025 - 10:34am

EXHIBIT J





GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

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9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

COLORADO REGISTERED
YOUNG TAE NAM
28377
12.26.25
PROFESSIONAL ENGINEER

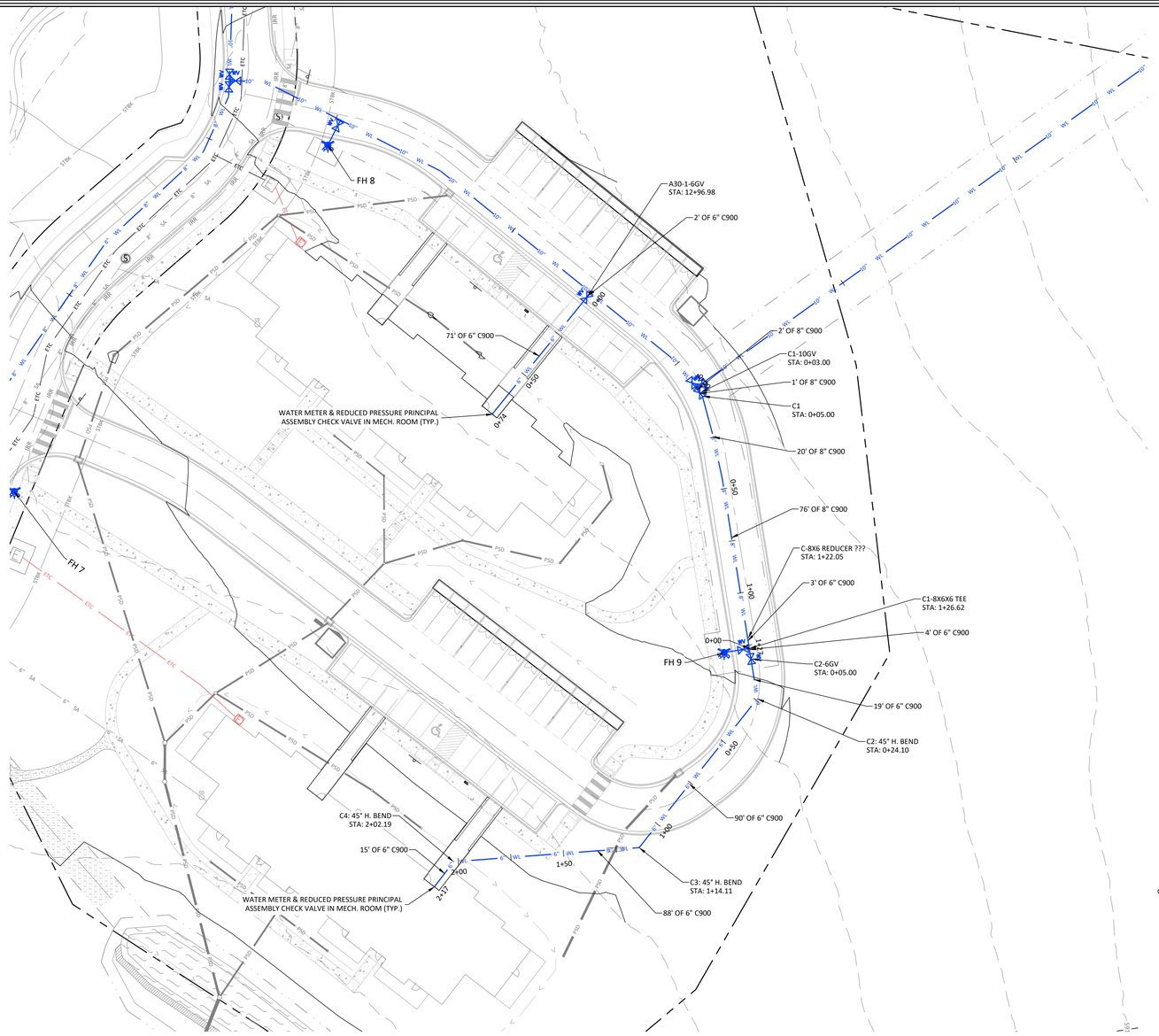
DATE	REVISION

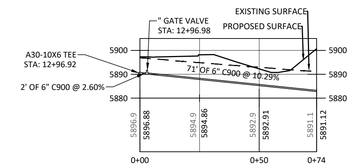
TITLE
WATER MAIN B

DRAWING NO.
C-3.6

G:\2023\33011 CWR RZ RES\CIVIL\CIVIL DWGS\PLOTS\33011-C3D.PTL DWG - Feb 27, 2025 - 10:35am

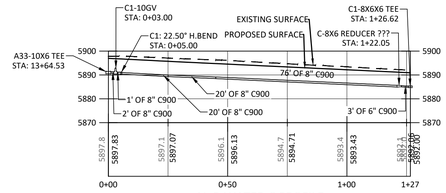
EXHIBIT J





" GATE VALVE
STA: 12+96.98
EXISTING SURFACE
PROPOSED SURFACE
A30-10X6 TEE
STA: 12+96.92
2' OF 6" C900 @ 2.60%
71' OF 6" C900 @ 10.29%
5900
5890
5880
5896.9 5896.88
5894.9 5894.86
5892.9 5892.91
5891.1 5891.12
0+00
0+50
0+74

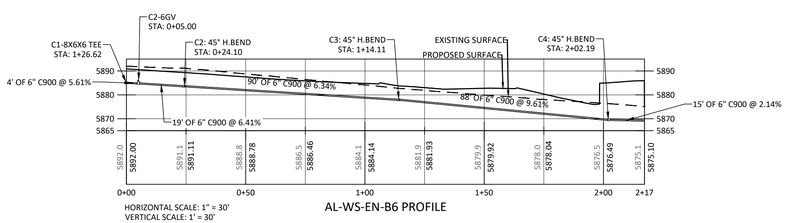
AL-WS-EN-B5 PROFILE
HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1' = 30'



C1-10GV
STA: 0+03.00
C1: 22.50° H.BEND
STA: 0+05.00
EXISTING SURFACE
PROPOSED SURFACE
C1-8X6X6 TEE
STA: 1+26.62
C-8X6 REDUCER ???
STA: 1+22.05
A33-10X6 TEE
STA: 13+64.53
76' OF 8" C900
1' OF 8" C900
20' OF 8" C900
2' OF 8" C900
20' OF 8" C900
3' OF 6" C900
5900
5890
5880
5870
5897.8 5897.83
5897.1 5897.07
5896.1 5896.13
5894.7 5894.71
5893.4 5893.43
5892.2 5892.20
0+00
0+50
1+00
1+27

AL-P-WATER-C PROFILE
HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1' = 30'

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.



C2-6GV
STA: 0+05.00
C1-8X6X6 TEE
STA: 1+26.62
C2: 45° H.BEND
STA: 0+24.10
C3: 45° H.BEND
STA: 1+14.11
EXISTING SURFACE
PROPOSED SURFACE
C4: 45° H.BEND
STA: 2+02.19
4' OF 6" C900 @ 5.61%
90' OF 6" C900 @ 6.34%
88' OF 6" C900 @ 9.61%
15' OF 6" C900 @ 2.14%
19' OF 6" C900 @ 6.41%
5890
5880
5870
5865
5892.0 5892.00
5891.1 5891.11
5888.8 5888.78
5886.5 5886.46
5884.1 5884.14
5881.9 5881.93
5879.9 5879.92
5878.0 5878.04
5876.5 5876.49
5875.1 5875.10
0+00
0+50
1+00
1+50
2+00
2+17

AL-WS-EN-B6 PROFILE
HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1' = 30'

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DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

COLORADO REGISTERED
28377
2.26.25
PROFESSIONAL ENGINEER

DATE	REVISION

TITLE
WATER MAIN C & PLAN/PROFILE

DRAWING NO.
C-3.7

G:\2025\33011 CVR RZ RES\CIVIL\CIVIL DWGS\PLOT\33011-C3D.PTL.DWG - Feb 27, 2025 - 10:35am

EXHIBIT J

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9 NORTH WILD HORSE
NEW CASTLE, COLORADO
FINAL PLAN

COLORADO REGISTERED
JOSEPH P. PETTIT
28377
2-26-25
PROFESSIONAL ENGINEER

DATE	REVISION

TITLE
STORM PLAN
A, B, & C

DRAWING NO.
C-4.0

G:\2023\33011 CVR RZ RES\CIVIL\CIVIL DWGS\PLOT\33011-C4-0 STORM.DWG - Feb 26, 2025 - 4:34pm

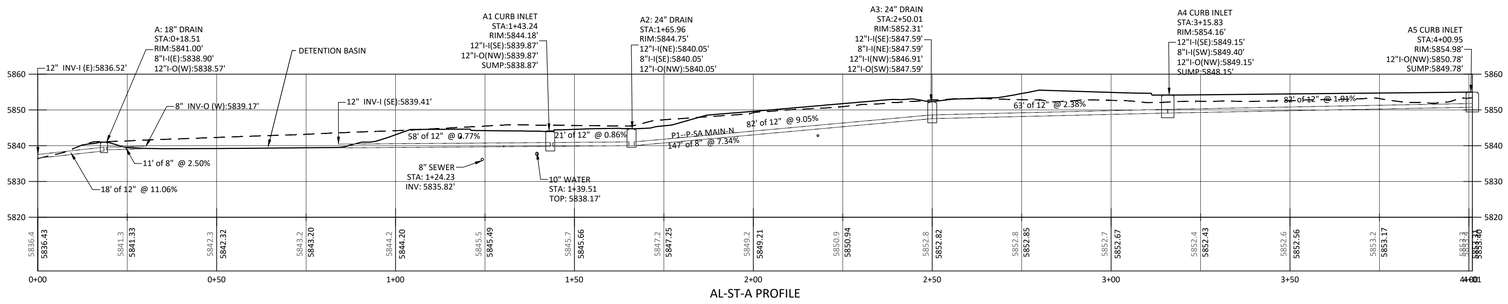
EXHIBIT J

GRAPHIC SCALE

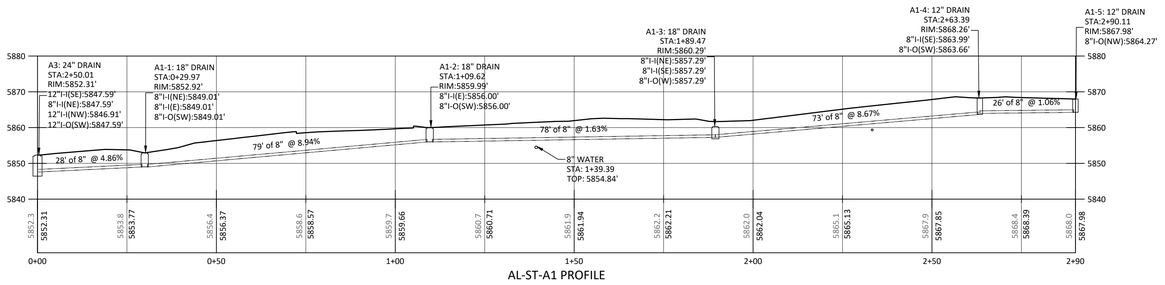
20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

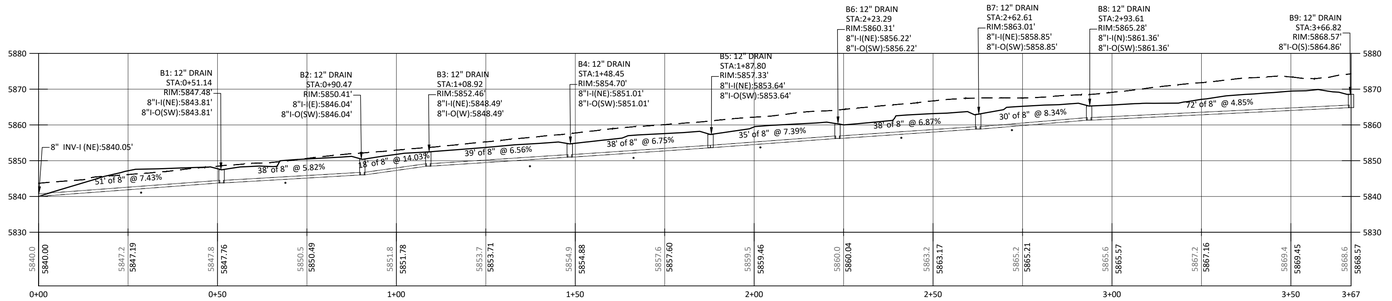
NORTH



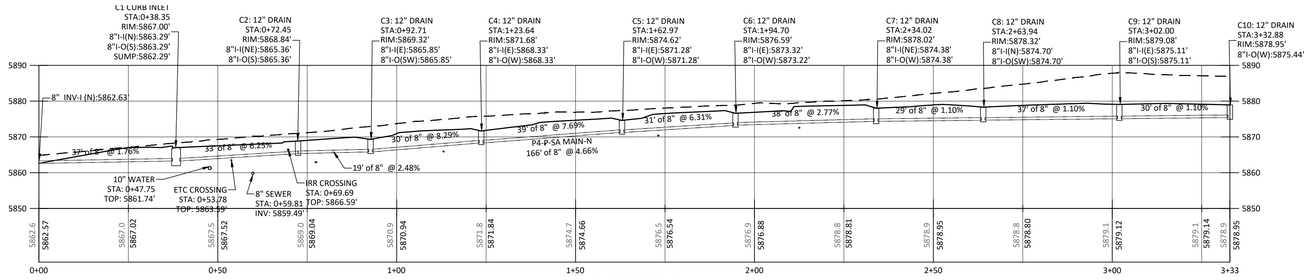
AL-ST-A PROFILE



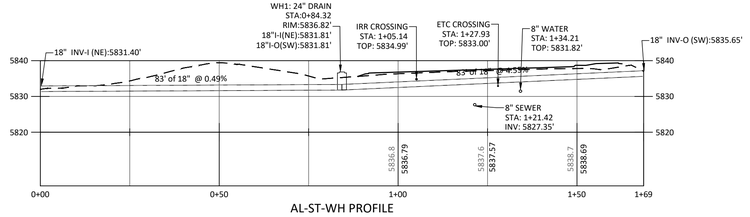
AL-ST-A1 PROFILE



AL-ST-B PROFILE



AL-ST-C PROFILE



AL-ST-WH PROFILE

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JOB NO.	33011.01	
DESIGNED BY	JPP	
DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

DATE	REVISION

TITLE
STORM PROFILES
A, B, & C

DRAWING NO.
C-4.1

G:\2023\33011 CVR RZ RESC\CIVIL\DWGS\PLOTS\33011-C4B-STORM.DWG - Feb 26, 2025 - 4:35pm

EXHIBIT J

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CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

COLORADO REGISTERED
JOSEPH P. PAGLIUCA
28377
2.26.25
PROFESSIONAL ENGINEER

DATE	REVISION

TITLE
STORM PLAN
D, E, & F

DRAWING NO.
C-4.2

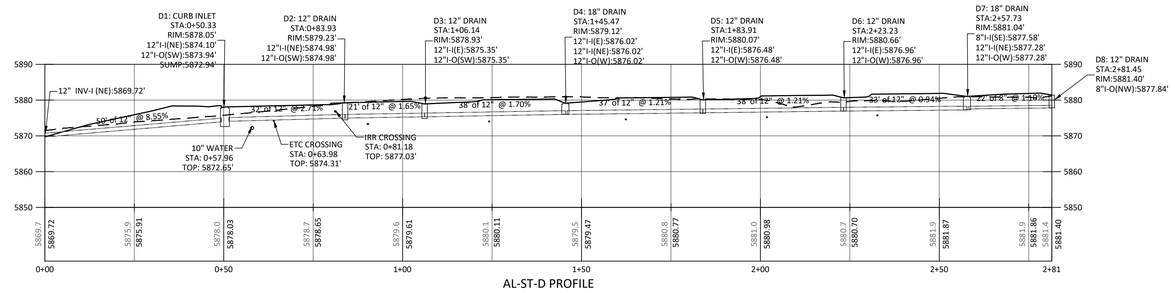
G:\2023\33011 CVR R2 RES\CIVIL\CIVIL DWGS\PLOTS\33011-C4D STORM.DWG - Feb 26, 2025 - 4:59pm

GRAPHIC SCALE

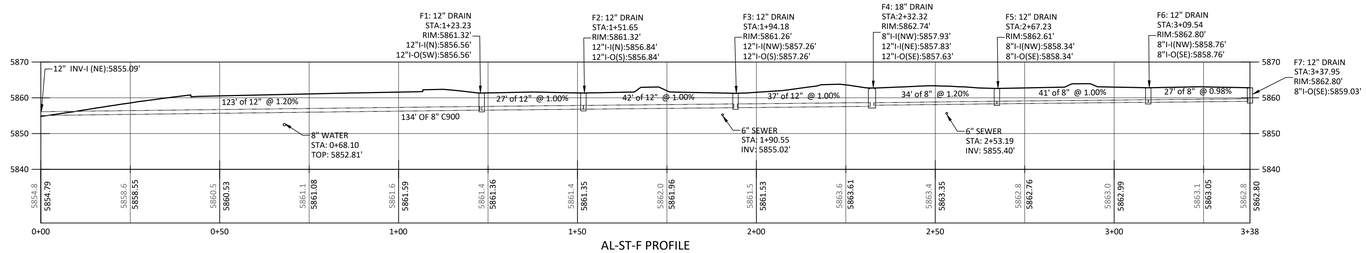
20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

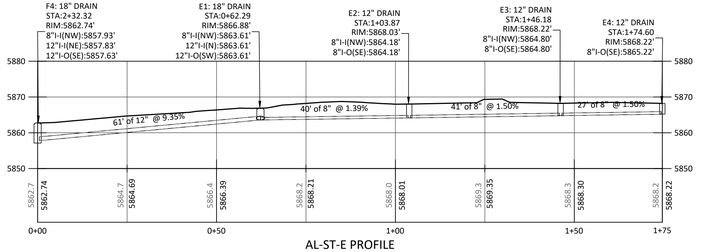
NORTH



AL-ST-D PROFILE



AL-ST-F PROFILE



AL-ST-E PROFILE

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DESIGNED BY	JPP	
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9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

COLORADO REGISTERED
JOSEPH P. PERCO
28377
2.26.25
PROFESSIONAL ENGINEER

DATE	REVISION

TITLE
STORM PROFILES
D, E, & F

DRAWING NO.
C-4.3

G:\2023\33011 CVR RZ RESC\CIVIL\CIVIL DWGS\PLOT\33011-C-4B-STORM.DWG - Feb 26, 2025 - 4:35pm

EXHIBIT J

SHEET FLOW TO PARK (TYP.)

J1: 12" BASIN
STA:0+00.00
RIM:5847.83'
8" I-O(S):5843.94'

J2: 12" BASIN
STA:0+32.00
RIM:5846.52'
8" I-I(N):5842.79'
8" I-O(S):5842.79'

38' of 8" @ 0.58%

J3: 12" BASIN
STA:0+70.75
RIM:5846.83'
8" I-I(N):5842.57'
8" I-O(S):5842.57'

33' of 8" @ 0.68%

J4: 12" BASIN
STA:1+04.92'
RIM:5846.72'
8" I-I(N):5842.34'
8" I-O(S):5842.34'

27' of 8" @ 0.63%

J5: 12" BASIN
STA:1+33.33
RIM:5846.72'
8" I-I(N):5842.16'
8" I-O(S):5842.16'

68' of 8" @ 2.21%

J6: 12" BASIN
STA:2+01.86
RIM:5842.68'
8" I-I(N):5838.59'
8" I-O(SE):5838.59'

55' of 8" @ 4.36%

J7: 18" BASIN
STA:2+56.13
RIM:5841.58'
8"I-I(NW):5838.12'
6"I-O(S):5838.29'
SUMP:5837.12'

34' of 6" @ 6.53%

INV: 35.65

RIBBON CURB AND FLUSH SIDEWALK AT BACK OF PARKING, MAINTAIN SHEET FLOW TO PARK (TYP.)

BLDG 2

H1: CURB INLET:
STA:1+82.80
RIM:5853.51'
12" I-O(S):5849.34'
SUMP:5848.34'

H2.3: 12" BASIN
STA:0+80.49
RIM:5852.07'
8" I-O(S):5849.91'

H2.2: 12" BASIN
STA:0+38.22
RIM:5852.31'
8" I-I(N):5849.29'
8" I-O(S):5849.29'

H2.1: 12" BASIN
STA:0+09.76
RIM:5852.31'
8" I-I(N):5848.87'
8" I-O(E):5848.87'

10' of 8" @ 1.00%

H2: CURB INLET:
STA:0+95.65
RIM:5852.56'
8" I-I(W):5848.68'
12" I-I(N):5848.48'
12" I-O(S):5848.48'
SUMP:5847.48'

H3: 18" BASIN
STA:0+37.78
RIM:5851.80'
12" I-I(N):5847.65'
12" I-O(S):5847.65'

179' of 12" @ 1.30%

INV: 54.79
CURB OPENING
W/ 4X8 RIP-RAP

G2: 12" BASIN
STA:1+10.97
RIM:5853.89'
12" I-I(E):5850.13'
12" I-O(S):5850.13'

CURB OPENING
W/ 4X8 RIP-RAP

119' of 12" @ 5.08%

G1: 12" BASIN
STA:0+66.56
RIM:5853.80'
12" I-I(N):5849.69'
12" I-O(S):5849.69'

45' of 12" @ 1.00%

66' of 12" @ 1.00%

12" I-O(SW):5856.56'

G4: 12" BASIN
STA:3+28.79
RIM:5865.45'
8" I-I(N):5861.40'
8" I-O(SW):5861.40'

8' of 8" @ 0.50%

97' of 8" @ 5.14%

G3: 12" BASIN
STA:2+30.60
RIM:5860.22'
8" I-I(NE):5856.35'
12" I-O(W):5856.18'

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

NORTH

12" INV:5873.13'

29' of 12" @ 5.98%

Q1: CURB INLET:
STA:0+29.90
RIM:5878.28'
12" I-O(NW):5874.28'
SUMP:5873.28'

103' of 8" @ 6.95%

K5: 18" BASIN
STA:3+85.59
RIM:5879.80'
8" I-I(NE):5875.72'
8" I-O(S):5875.72'

73' of 8" @ 5.12%

K4: CURB INLET:
STA:3+33.13
RIM:5877.74'
8" I-I(N):5873.06'
8" I-O(S):5873.06'
SUMP:5872.06'

M1: 18" BASIN
STA:0+36.25
RIM:5844.78'
12"I-I(SE):5841.67'
4"I-O(NW):5842.34'
SUMP:5840.67'

INV: 37.41

36' of 4" @ 13.89%

M2: CURB INLET:
STA:0+80.63
RIM:5846.26'
12" I-I(E):5842.26'
12" I-O(NW):5842.26'
SUMP:5841.26'

M3: CURB INLET:
STA:2+82.30
RIM:5862.55'
12" I-O(W):5858.55'
SUMP:5857.55'

INV: 30.60

88' of 12" @ 4.88%

N1: 12" BASIN
STA:0+88.88
RIM:5838.69'
12" I-I(E):5834.19'
12" I-O(N):5834.19'

24' of 12" @ 0.84%

N2: CURB INLET:
STA:1+14.86
RIM:5838.40'
12" I-O(W):5834.40'
SUMP:5833.40'

VISTA LOOP

200' of 12" @ 8.19%

K3: 24" BASIN
STA:1+92.92
RIM:5871.76'
8" I-I(N):5867.42'
8" I-I(NE):5868.76'
12" I-O(S):5867.08'

32' of 8" @ 7.08%

K2: 24" BASIN
STA:1+74.45
RIM:5871.35'
12" I-I(N):5866.79'
12" I-O(S):5866.79'

SOPRIS ENGINEERING LLC
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DATE:	02-26-2025
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DESIGNED BY	JPP
DRAWN BY	JPP
CHECKED BY	YTN

COLORADO REGISTERED
JOSEPH P. PETTIT
28377
2-26-25
PROFESSIONAL ENGINEER

DATE	REVISION

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

TITLE
STORM PLAN
G, H, J, M, & N

DRAWING NO.
C-4.4

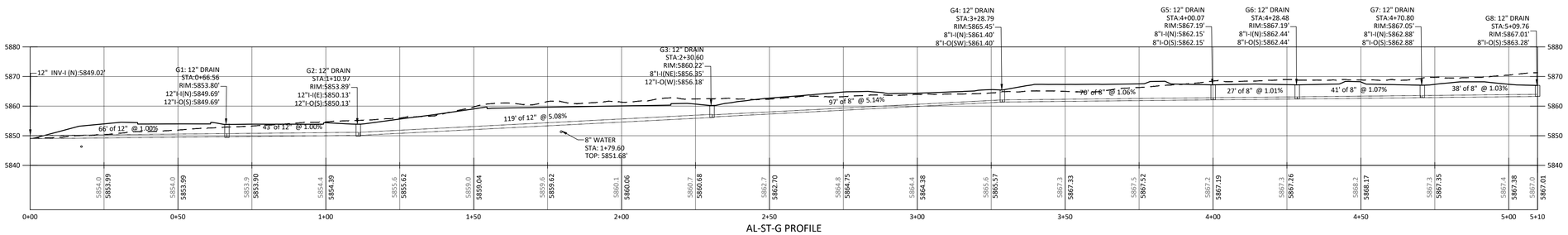
G:\2025\33011 CVR N2 RES\CIVIL\CIVIL DWGS\PLOTS\33011-C4STORM.DWG - Feb 26, 2025 - 4:59pm

GRAPHIC SCALE

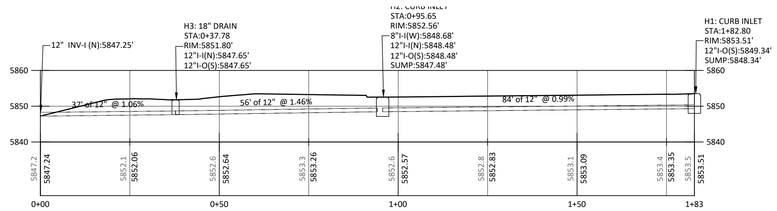
20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

NORTH



AL-ST-G PROFILE



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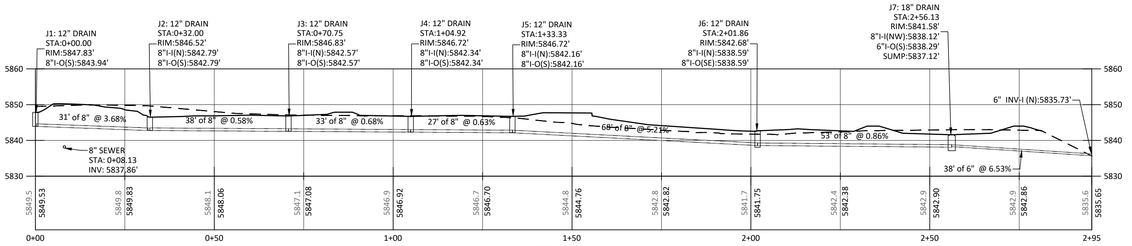

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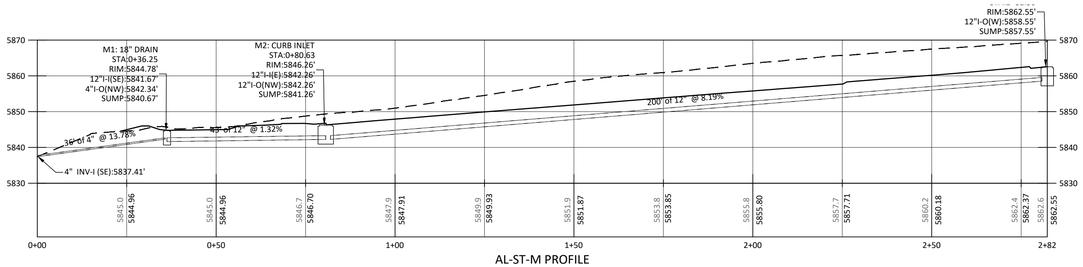

AL-ST-M PROFILE

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704•0311 • soprisengineering.com

DATE:	02-26-2025	
JOB NO.	33011.01	
DESIGNED BY	JPP	
DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

DATE	REVISION

TITLE
STORM PROFILES
G, H, J, & M

DRAWING NO.
C-4.5

G:\2021\33011 CVR R2 RES\CIVIL\CIVIL DWGS\P\OT\33011-C4S STORM.DWG - Feb 26, 2025 - 4:36pm

EXHIBIT J

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DATE:	02-26-2025	
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DESIGNED BY	JPP	
DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

COLORADO REGISTERED
JEFFREY P. PAPROCKI
28377
2.26.25
PROFESSIONAL ENGINEER

DATE	REVISION

TITLE
STORM PLAN
K & L

DRAWING NO.
C-4.6

G:\2023\33011 CVR RZ RES\CIVIL\CIVIL DWGS\PLOT\33011-C4X-STORM.DWG - Feb 26, 2025 - 4:36pm

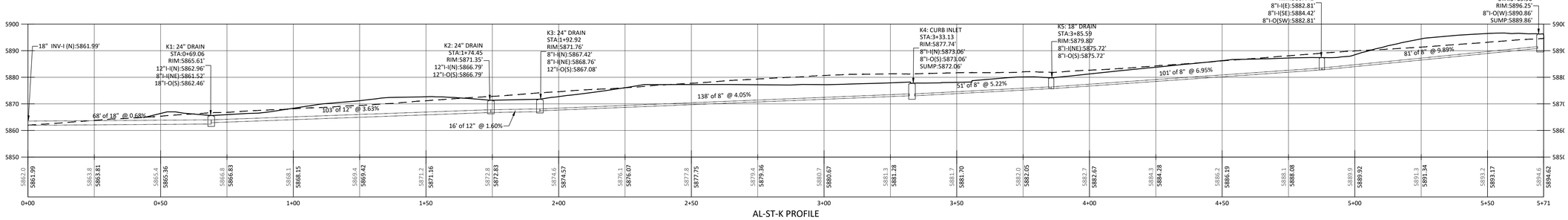
EXHIBIT J

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

NORTH



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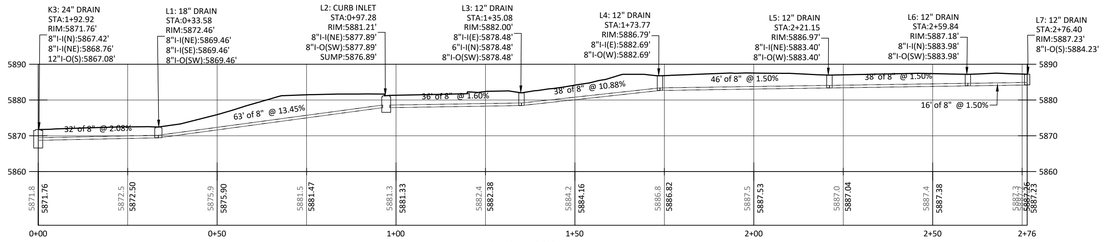

AL-ST-L PROFILE

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DESIGNED BY	JPP	
DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

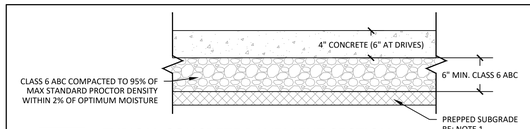
COLORADO REGISTERED
JEFFREY PAUL PANTANO
28377
2.26.25
PROFESSIONAL ENGINEER

DATE	REVISION

TITLE
STORM PROFILES
K & L

DRAWING NO.
C-4.7

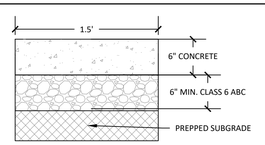
G:\2023\33011 CVR RZ RESCIVIL\CIVIL DWGS\PLOT\33011-C-4B STORM.DWG - Feb 26, 2025 - 4:59pm



1 C5.0 TYPICAL CONCRETE PAVEMENT SECTION

SCALE: N.T.S.

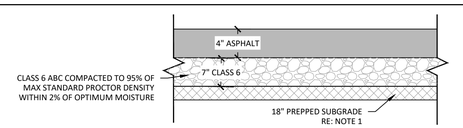
NOTES:
1. CONTRACTOR TO STRIP ALL TOPSOIL, SCARIFY SUBGRADE TO A DEPTH OF 8", MOISTURE TREATED TO WITHIN 2 PERCENT OF OF OPTIMUM MOISTURE CONTENT, AND RE-COMPACT TO AT LEAST 95% OF MAXIMUM STANDARD PROCTOR DENSITY.
2. AGGREGATE BASE COURSE SHALL BE LAID IN THIN LIFTS NOT TO EXCEED 6-INCHES, MOISTURE TREATED TO WITHIN 2 PERCENT OF OF OPTIMUM MOISTURE CONTENT, AND COMPACTED TO AT LEAST 95% OF MAXIMUM STANDARD PROCTOR DENSITY.
3. STRIP ALL TOPSOIL, SCARIFY, OVEREXCAVATE, AND RECOMPACT SUBGRADE IN 6" LIFTS A MINIMUM OF 18" DEPTH TO 95% STANDARD PROCTOR WITHIN 2% OF OPTIMUM MOISTURE. SOILS ENGINEER SHALL OBSERVE AND PERFORM COMPACTION TESTING DURING CONSTRUCTION.
4. THE SUBGRADE & BASE COURSE SHALL BE PROOF ROLLED AFTER THE REQUIRED COMPACTION HAS BEEN OBTAINED AND THE SUBGRADE HAS BEEN SHAPED TO THE REQUIRED CROSS SECTION. PROOF ROLLING SHALL BE PERFORMED IN ACCORDANCE WITH CDOT SPECIFICATIONS WITH A VEHICLE WITH A MINIMUM AXLE LOAD OF 18 kips PER AXLE AND OBSERVED BY PROJECT ENGINEER AND/OR PROJECT GEOTECHNICAL ENGINEER.
5. THE PUBLIC PEDESTRIAN AREAS HAVE BEEN DESIGNED PER THE AMERICAN'S WITH DISABILITIES ACT (ADA) STANDARDS. THE ADA CORRIDORS HAVE BEEN DESIGNED WITH A MAXIMUM CROSS SLOPE OF 2%. THE CONTINUOUS LONGITUDINAL SLOPES ARE ALL LESS THAN THE MAXIMUM 5% (1:20) SLOPE. HANDICAP PEDESTRIAN AREAS SHALL BE CONSTRUCTED TO MEET ALL ADA STANDARDS AND SPECIFICATIONS, INCLUDING, BUT NOT LIMITED TO; ACCESS WIDTHS, CROSS SLOPE, LONGITUDINAL SLOPE, CHANGE IN LEVEL, SLOT OPENINGS, SURFACE TEXTURE, AND SCORE JOINT WIDTHS.



3 C5.0 STANDARD RIBBON CURB

SCALE: N.T.S.

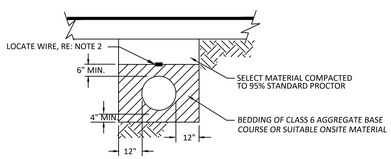
NOTES:
1. CONTRACTOR TO STRIP ALL TOPSOIL, SCARIFY SUBGRADE TO A DEPTH OF 8", MOISTURE TREATED TO WITHIN 2 PERCENT OF OF OPTIMUM MOISTURE CONTENT, AND RE-COMPACT TO AT LEAST 95% OF MAXIMUM STANDARD PROCTOR DENSITY.
2. AGGREGATE BASE COURSE SHALL BE LAID IN THIN LIFTS NOT TO EXCEED 6-INCHES, MOISTURE TREATED TO WITHIN 2 PERCENT OF OF OPTIMUM MOISTURE CONTENT, AND COMPACTED TO AT LEAST 95% OF MAXIMUM STANDARD PROCTOR DENSITY.



2 C5.0 TYPICAL ASPHALT PAVEMENT DETAIL

SCALE: N.T.S.

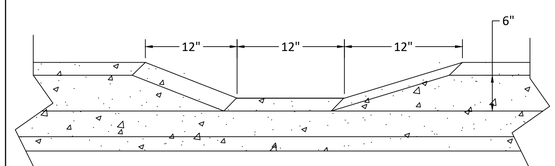
NOTES:
1. STRIP ALL TOPSOIL, SCARIFY, OVEREXCAVATE, AND RECOMPACT SUBGRADE IN 6" LIFTS A MINIMUM OF 18" DEPTH TO 95% STANDARD PROCTOR WITHIN 2% OF OPTIMUM MOISTURE. SOILS ENGINEER SHALL OBSERVE AND PERFORM COMPACTION TESTING DURING CONSTRUCTION.
2. ASPHALT DESIGN MIX SHALL BE SUBMITTED TO ENGINEER FOR APPROVAL.
3. 4" ASPHALT DEPTH W/ 2" BASE LAYER AND 2" TOP LAYER.
4. THE SUBGRADE & SUBBASE SHALL BE PROOF ROLLED AFTER THE REQUIRED COMPACTION HAS BEEN OBTAINED AND THE SUBGRADE HAS BEEN SHAPED TO THE REQUIRED CROSS SECTION. PROOF ROLLING SHALL BE PERFORMED IN ACCORDANCE WITH CDOT SPECIFICATIONS WITH A VEHICLE WITH A MINIMUM AXLE LOAD OF 18 kips PER AXLE AND OBSERVED BY PROJECT ENGINEER AND/OR PROJECT GEOTECHNICAL ENGINEER.



4 C5.0 TRENCH CROSS-SECTION FOR PVC OR HDPE LINES

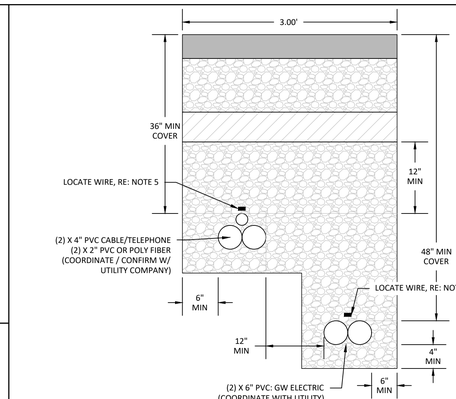
SCALE: N.T.S.

NOTES:
1. SELECT MATERIAL SHALL BE SUITABLE ONSITE MATERIAL THAT IS FREE OF ORGANICS, SCREENED 3" MINUS COMPACTED TO 95% OF STANDARD PROCTOR DENSITY. IF SUITABLE ONSITE MATERIAL IS NOT AVAILABLE, CONTRACTOR SHALL IMPORT CLASS 2 STRUCTURAL BACKFILL OR APPROVED EQUAL.
2. PER STATE SB 18-167, ALL SUBSURFACE UTILITIES WILL NEED TO BE ELECTRONICALLY LOCATABLE USING TRACER WIRE, MAGNETIC TAPE, ETC. THIS INCLUDES MAIN AND SERVICE LINES. CONTRACTOR SHALL PROVIDE LOCATE MATERIAL SUBMITTAL FOR REVIEW AND APPROVAL BY THE ENGINEER OF RECORD AND THE UTILITY COMPANY PRIOR TO CONSTRUCTION.



10 C5.0 CURB OPENING

SCALE: N.T.S.



11 C5.0 ON-SITE COMMON UTILITY TRENCH

SCALE: N.T.S.

NOTES:
1. BEDDING MATERIAL TO BE CLASS 6 ABC.
2. MIN 4" BEDDING MATERIAL UNDER CONDUITS.
3. MIN 12" CLASS 6 ABC OVER TOP OF CONDUITS.
4. WARNING TAPE TO BE INSTALLED ABOVE CONDUITS PER UTILITY COMPANY STANDARDS.
5. PER STATE SB 18-167, ALL SUBSURFACE UTILITIES WILL NEED TO BE ELECTRONICALLY LOCATABLE USING TRACER WIRE, MAGNETIC TAPE, ETC. THIS INCLUDES MAIN AND SERVICE LINES. CONTRACTOR SHALL PROVIDE LOCATE MATERIAL SUBMITTAL FOR REVIEW AND APPROVAL BY THE ENGINEER OF RECORD AND THE UTILITY COMPANY PRIOR TO CONSTRUCTION.
6. TRENCH WALLS ARE TO BE SLOPED PER CURRENT OSHA AND COSH STANDARDS. DEPTH OF TRENCH IS TO BE MEASURED FROM FINISHED GRADE.

TOWN OF NEW CASTLE DETAILS

STREET, WATER, SANITARY SEWER, AND IRRIGATION UTILITY IMPROVEMENTS SHALL BE CONSTRUCTED ACCORDING TO THE LATEST COPY OF THE TOWN OF NEW CASTLE PUBLIC WORKS MANUAL. DETAILS ARE INCLUDED ON THESE PLANS AMENDED PER THE FOLLOWING NOTES.

1. WHERE THE PLANS AND TOWN OF NEW CASTLE REGULATIONS DIFFER THE CONTRACTOR SHALL HOLD TO THE MORE STRINGENT CRITERIA.
2. CONTRACTOR SHALL PROVIDE MATERIAL SUBMITTALS FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
3. PURE CORE IS AN ALLOWABLE WATER SERVICE MATERIAL.
4. CONTRACTOR SHALL COMPLY WITH ALL COUNTY, STATE, AND FEDERAL SAFETY AND HEALTH REGULATIONS. IN PARTICULAR, THE "TRENCHING" AND "OPEN EXCAVATION" OPERATIONS AND ALL CURRENT O.S.H.A. REGULATORY REQUIREMENTS.

SOPRIS ENGINEERING LLC
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DATE:	02-26-2025	
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DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLANS

COLORADO REGISTERED
28377
2.26.25
PROFESSIONAL ENGINEER

DATE	REVISION

TITLE
SITE DETAILS

DRAWING NO.
C-5.0

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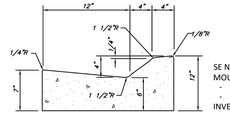
EXHIBIT J

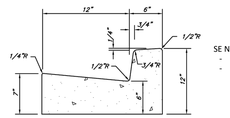


SE NOTE:
MOUNTABLE CURB (18" PAN) USED
- DOWNHILL SIDE OF NORTH WILD HORSE
- DOWNHILL SIDE TOWNHOMES ON VISTA LOOP

INVERTED MOUNTABLE CURB (12" PAN) USED
- UPHILL SIDE OF NORTH WILD HORSE
- UPHILL SIDE TOWNHOMES ON VISTA LOOP

MOUNTABLE CURB & GUTTER

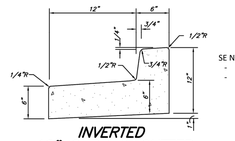
SCALE: 1 1/2"= 1'-0"



SE NOTE: 24" CURB (18" PAN) USED
- DOWNHILL SIDE OF VISTA LOOP
- DOWNHILL SIDE OF PRIVATE ROADS.

18" CURB & GUTTER

SCALE: 1 1/2"= 1'-0"



SE NOTE: 18" INVERTED CURB USED
- UPHILL SIDE OF VISTA LOOP
- UPHILL SIDE OF PRIVATE ROADS.

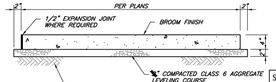
INVERTED 18" CURB & GUTTER

SCALE: 1 1/2"= 1'-0"

24" CURB AND GUTTER DETAILS

TOWN OF NEW CASTLE

NOT TO SCALE | DWG: DR-10

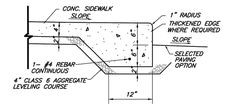


SE NOTE: REFER TO 1/C5.0

NOTES:
1) EXPANSION JOINTS: NO MORE THAN 100' ON CENTER AND AT DRIVEWAYS.
2) DUMMY JOINTS: 1" DEEP BY 1/8" - 1/4" WIDTH AT INTERVALS EQUAL TO SIDEWALK WIDTH.
3) USE 1/4" RADIUS ON ALL EDGES.
4) USE 6" DEPTH OF CONCRETE ON ALL DRIVEWAYS.
5) CURE FOR 72 HOURS USING CURING COMPOUND, PLASTIC COVERING OR MOISTURE.
6) USE 3750 PSI CONCRETE WITH FIBERMESH ADDITIVE AT 1-1/2 LBS./C.Y. MAXIMUM SLUMP 4".

CONCRETE SIDEWALK

SCALE: 1"= 1'-0"



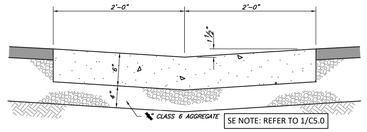
TYP. DETACHED SIDEWALK W/ THICKENED EDGE

SCALE: 1"= 1'-0"

TYPICAL SIDEWALK AND SIDEWALK W/THICKENED EDGE

TOWN OF NEW CASTLE

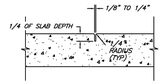
NOT TO SCALE | DWG: DR-40



SE NOTE: REFER TO 1/C5.0

VALLEY PAN DETAIL

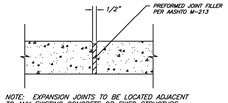
SCALE: 1½"= 1'-0"



NOTE: LOCATION OF CONTRACTION JOINTS TO BE AS DETAILED OR AS DETERMINED IN FIELD WITH AND APPROVED BY TOWN.

STANDARD CONTRACTION JOINT

N.T.S.



NOTE: EXPANSION JOINTS TO BE LOCATED ADJACENT TO ANY EXISTING CONCRETE OR FIXED STRUCTURE.

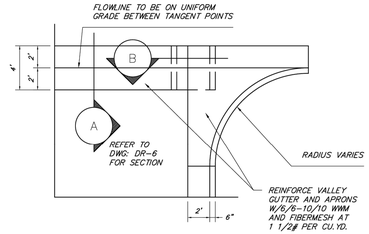
STANDARD EXPANSION JOINT

N.T.S.

VALLEY PAN DETAIL AND EXPANSION AND CONTRACTION JOINT DETAILS

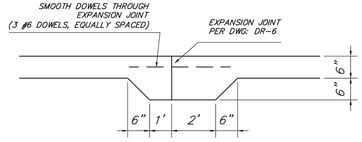
TOWN OF NEW CASTLE

NOT TO SCALE | DWG: DR-60



PLAN VIEW

N.T.S.

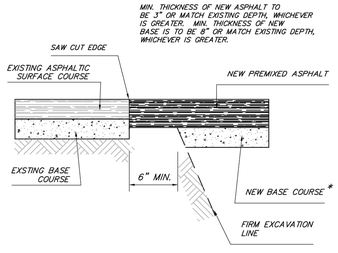


SECTION B

VALLEY GUTTER AT INTERSECTION

TOWN OF NEW CASTLE

NOT TO SCALE | DWG: DR-70



NOTE: WHERE EXISTING PAVEMENT IS A SEAL COAT OR ROAD MIX ASPHALTIC SURFACE, A PREMIXED COLD APPLIED ASPHALTIC CONCRETE MAY BE USED.

WHERE EXIST. PAVEMENT IS A MACHINE PLACED HOT MIXED ASPHALTIC CONCRETE, A PREMIXED HOT APPLIED CONCRETE WILL BE USED.

ALL REPLACEMENT MATERIAL SHALL BE COMPACTED TO A DENSITY OF 95% OPTIMUM DENSITY.

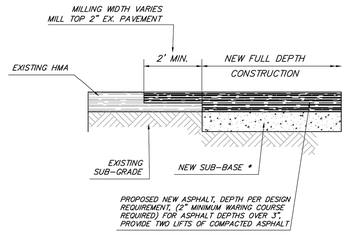
TEMPORARY A.C. REPAIR TO BE PLACED THE SAME DAY AS COMPLETION OF BACKFILL. CONTRACTOR WILL MAINTAIN TEMPORARY REPAIR UNTIL PERMANENT REPAIR HAS BEEN COMPLETED.

* NOTE: SEE DETAIL DR-140 FOR FLOW FILL OPTION FOR BACKFILL IN ARTERIAL STREETS.

ASPHALTIC PAVEMENT REPLACEMENT

TOWN OF NEW CASTLE

NOT TO SCALE | DWG: DR-130



NOTES:
WHERE EXIST. PAVEMENT IS A MACHINE PLACED HOT MIXED ASPHALTIC CONCRETE, A PREMIXED HOT APPLIED CONCRETE WILL BE USED.

ALL REPLACEMENT MATERIAL SHALL BE COMPACTED TO A DENSITY OF 95% OPTIMUM DENSITY.

TEMPORARY A.C. REPAIR TO BE PLACED THE SAME DAY AS COMPLETION OF BACKFILL. CONTRACTOR WILL MAINTAIN TEMPORARY REPAIR UNTIL PERMANENT REPAIR HAS BEEN COMPLETED.

* NOTE: SEE DETAIL DR-140 FOR FLOW FILL OPTION FOR BACKFILL IN ARTERIAL STREETS.

ASPHALTIC PAVEMENT REPLACEMENT T-TOP

TOWN OF NEW CASTLE

NOT TO SCALE | DWG: DR-135

SOPRIS ENGINEERING LLC
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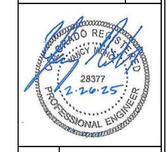
9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN



DATE	REVISION

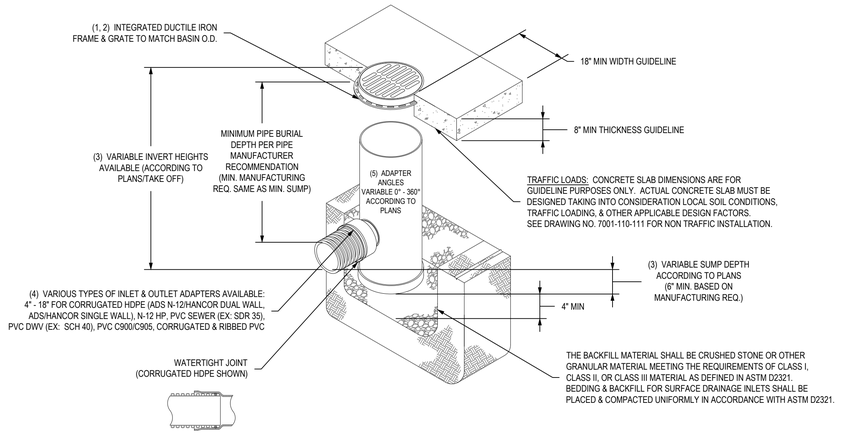
TITLE
SITE DETAILS

DRAWING NO.
C-5.01

G:\2023\33011 CVR NZ RES\CIVIL\CIVIL DWGS\PLOT\33011-C5D DETAILS.DWG - Feb 26, 2025 - 3:58pm

EXHIBIT J

NYLOPLAST DRAIN BASIN: 2818AG _ _ X



1 / C5.1 NYLOPLAST INLET DETAIL

SCALE: N.T.S.

GRATE OPTIONS	LOAD RATING	PART #	DRAWING #
FLAT GRATE	MEETS H20	1818SCGF	7001-110-251
FOLDED GRATE	MEETS H20	1818SCGF	7001-110-252
SOLID COVER	MEETS H20	1818SCCC	7001-110-254
DOME	N/A	1818SCDD	7001-110-270
DROP IN GRATE	LIGHT DUTY	1818DI	7001-110-974

1 - GRATES/SOLID COVER SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
2 - FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
3 - DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS. RISERS ARE NEEDED FOR BASINS OVER 84" DUE TO SHIPPING RESTRICTIONS. SEE DRAWING NO. 7001-110-065.
4 - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL), N-12 HP, & PVC SEWER.
5 - ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 360°. TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012.

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DRAWN BY	EBC	MATERIAL	
DATE	04-03-06		
REVISED BY	NMH	PROJECT NO./NAME	
DATE	03-14-16		
DWG SIZE	A	SCALE 1:30	SHEET 1 OF 1

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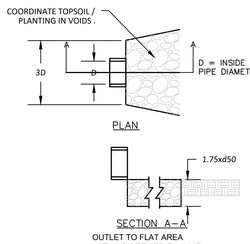
TITLE: 18 IN DRAIN BASIN QUICK SPEC INSTALLATION DETAIL

DWG NO. 7001-110-191 REV E



RIPRAP SIZING NOTES:
RIPRAP SHALL CONFORM TO THE MATERIAL, GRADATION AND CONSTRUCTION REQUIREMENTS OF SECTION 506, RIPRAP, OF THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. TABLE 506-2E IS REDUCED BELOW.

TABLE 5-1 - CLASSIFICATION AND GRADATION OF ORDINARY RIPRAP

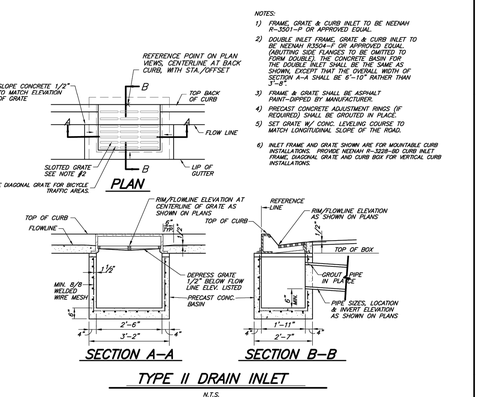
RIPRAP DESIGNATION	% SMALLER THAN GIVEN SIZE BY WEIGHT	INTERMEDIATE ROCK DIM (IN)	d50"(IN)
TYPE VL	70-100	12	6
	50-70	9	
	35-50	6	
	2-10	2	

*d50=NOMINAL STONE SIZE =6"

SITE RIPRAP NOTES:
1. SEE PLANS FOR D (INSIDE DIAMETER OF CULVERT WHERE APPLICABLE) & NOMINAL STONE SIZE (d50).
2. PLACE EXCAVATED SOIL AND GRAVEL MATERIAL IN RIPRAP VOIDS. PLACE EXCAVATED SOIL AND GRAVEL MATERIAL IN RIPRAP VOIDS. COORDINATE PLANTING WITH LANDSCAPE ARCHITECT'S PLANS AND SPECIFICATIONS.
3. ALL RIPRAP APRONS SHALL CONSIST OF d50=6" ANGULAR ROCK. THE TOP OF THE EMBEDDED RIPRAP APRONS TO BE CONSTRUCTED TO MATCH THE FLOW LINE OF THE SWALE OR THE CULVERT INVERT GRADES.

2 / C5.1 RIPRAP DETAIL

SCALE: N.T.S.



TYPE II DRAIN INLET

N.T.S.

DRAIN INLET TYPE 2	
TOWN OF NEW CASTLE	
NOT TO SCALE	DWG: DR–100

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DATE:	02-26-2025	
JOB NO.	33011.01	
DESIGNED BY	AKC	
DRAWN BY	JPP	
CHECKED BY	YTN	

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

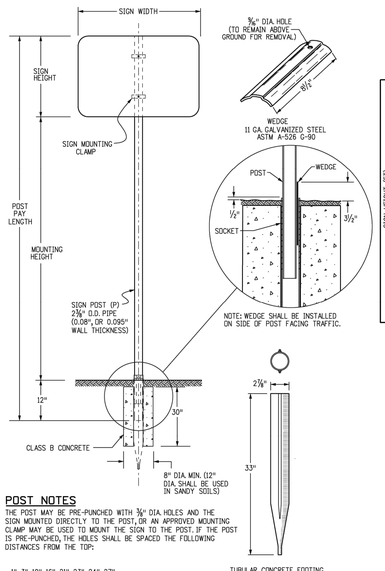
DATE	REVISION

TITLE: GRADING AND DRAINAGE DETAILS

DRAWING NO. C-5.1

G:\2025\33011\CAD REVISION\CIVIL DWGS\PLOT\33011-CSD-DETAILS.DWG - Feb 26, 2025 - 3:08pm

TUBULAR STEEL POSTS (SOCKET SYSTEM) (FOR USE WITH ALL P-POST INSTALLATIONS) (SEE SHEET 2 FOR P1 AND P2 POST INSTALLATIONS)



1", 3", 10", 16", 21", 23", 24", 27", 33", 37", 39", AND 45"

TUBULAR CONCRETE FOOTING 12 GA. GALVANIZED STEEL ASTM - 787

POST NOTES

THE POST MAY BE PRE-PUNCHED WITH ⅜" DIA. HOLES AND THE SIGN MOUNTED DIRECTLY TO THE POST, OR AN APPROVED MOUNTING CLAMP MAY BE USED TO MOUNT THE SIGN TO THE POST. IF THE POST IS PRE-PUNCHED, THE HOLES SHALL BE SPACED THE FOLLOWING DISTANCES FROM THE TOP:

SIGNPOST SELECTION GUIDE (90 MPH WIND LOAD DESIGN) (FOR SOCKET SYSTEM AND SLIPBASE INSTALLATIONS USING P, P1 OR P2 POSTS)

SIGN HEIGHT (FT)	7' MOUNTING HEIGHT — SIGN WIDTH (FT) 1	2	2.5	3	4	5	6	7	8	9
1	P	P	P	P	P	P1	SIZES NOT USED			
2	P	P	P	P	P	P1				
2.5	P	P	P	P	P1	P1				
3	P	P	P	P1	P1	P1				
4	P	P1	P1	P1	P1	P1	TWO P1'S			
5			P1	P1	P1	P1				
6	SIZES NOT USED		P1	P1	P1	▼P2			TWO P2'S	TWO P2'S
7			P1	P1	▼P2	TWO P1'S			TWO P2'S	SIZES NOT USED

SIGN HEIGHT (FT)	8' MOUNTING HEIGHT — SIGN WIDTH (FT) 1	2	2.5	3	4	5	6	7	8	9
1	P	P	P	P	P	P1	SIZES NOT USED			
2	P	P	P	P	P1	P1				
2.5	P	P	P	P1	P1	P1				
3	P	P	P1	P1	P1	P1				
4	P	P1	P1	P1	P1	P1	TWO P1'S			
5			P1	P1	P1	▼P2				
6	SIZES NOT USED		P1	P1	P1	▼P2			TWO P2'S	
7			P1	P1	TWO P1'S	TWO P1'S			TWO P2'S	SIZES NOT USED

SIGN HEIGHT (FT)	9' MOUNTING HEIGHT — SIGN WIDTH (FT) 1	2	2.5	3	4	5	6	7	8	9
1	P	P	P	P	P	P1	SIZES NOT USED			
2	P	P	P	P	P1	P1				
2.5	P	P	P	P1	P1	P1				
3	P	P	P1	P1	P1	P1				
4	P	P1	P1	P1	P1	P1	TWO P1'S			
5			P1	P1	P1	▼P2				TWO P2'S
6	SIZES NOT USED		P1	P1	▼P2	TWO P1'S			TWO P2'S	
7			P1	P1	TWO P1'S	TWO P1'S			TWO P2'S	SIZES NOT USED

▼ SEE CHART NOTE 4.

CHART NOTES

1. TYPICAL POST MOUNTING HEIGHTS FROM GROUND TO BOTTOM OF SIGN PANEL ARE 7, 8 OR 9 FEET. OTHER HEIGHTS MAY BE REQUIRED WHEN SIGNS ARE MOUNTED ON STEEPER FILL OR CUT SLOPES.
2. FOR SIGNS MOUNTED ON TWO POSTS, THE MINIMUM DISTANCE BETWEEN POSTS SHALL BE 2 FEET AND THE MAXIMUM DISTANCE SHALL BE 8 FEET. DISTANCE FROM POST TO EDGE OF SIGN PANEL(S) SHALL BE 0 TO 4 INCHES. WHEN BACKING ZEES ARE USED, POSTS SHALL BE INSTALLED WITH A MINIMUM OF 2 INCHES TO THE EDGE OF THE BACKING ZEE.
3. ALL SIGN PANELS GREATER THAN 60 INCHES IN WIDTH MUST BE MOUNTED ON TWO POSTS TO PREVENT TURNING.
4. THE POST SIZES SHOWN ARE THE MINIMUM SIZES REQUIRED. TWO P1 POSTS MAY BE SUBSTITUTED WHERE ONE P2 POST IS INDICATED. P2 POSTS MAY SUBSTITUTED FOR P1 POSTS WHEN DIRECTED BY THE ENGINEER.

GENERAL NOTES

1. SIGNS BETWEEN 37 IN. AND 60 IN. WIDTH WITH ONE POST INSTALLATION REQUIRE A T OR U SIGN SUPPORT BRACKET IN ADDITION TO THE BACKING ZEE REQUIREMENTS WHEN DIRECTED BY THE ENGINEER. SIGN PANELS LESS THAN 48 IN. IN WIDTH MAY ATTACHED DIRECTLY TO T OR U BRACKETS WITHOUT ZEES.
2. U-BRACKETS MAY BE USED FOR MULTIPLE SIGN INSTALLATIONS.
3. FOR BACKING ZEE REQUIREMENTS AND DETAILS, SEE STANDARD PLANS S-614-3 AND S-614-4.

POST SPECIFICATIONS

POST SIZE	OUTSIDE DIAMETER	WALL THICKNESS	MATERIAL	** COATING	MAX ALLOW MOMENT	PAID FOR AS:
P	2.375"	.080"	ASTM-513	ASTM A-653 G-210 WITH 3.0 MIL POLYMER COATING PER ASTM A123 CLEAR COATING	1.47 KIP FT	STEEL SIGN SUPPORT (2 INCH ROUND)
P1	2.875"	.160"	ASTM-513		4.02 KIP FT	STEEL SIGN SUPPORT (2½ INCH ROUND NP-40)
P2	2.875"	.276"	ASTM-500	GC HOT DIPPED PER ASTM-123	5.13 KIP FT	STEEL SIGN SUPPORT (2½ INCH ROUND SCH 80)

** COLOR POWDER COATING MAY BE ADDED ACCORDING TO MANUFACTURER SPECIFICATIONS FOR SPECIAL LOCATIONS WHEN SHOWN ON THE PLANS.

Computer File Information	
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CAD Ver.: MicroStation V8i Scale: Not to Scale	Units: English

Sheet Revisions		
	Date:	Comments
NNC	03/05/13	SHTS 1 & 2 - UPDATED DETAIL TITLES

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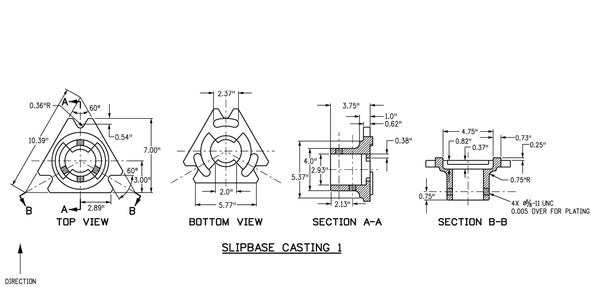
Safety & Traffic Engineering KCM

TUBULAR STEEL SIGN SUPPORT DETAILS

STANDARD PLAN NO. S-614-8

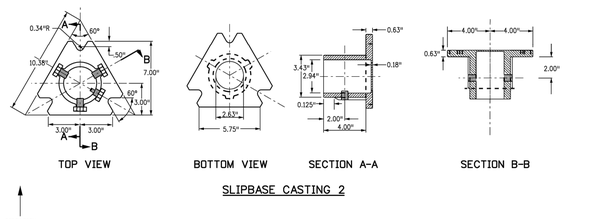
Issued By: Safety & Traffic Engineering Branch July 4, 2012

Sheet No. 1 of 7



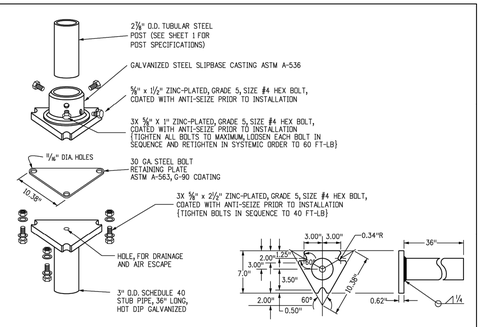
SLIPBASE CASTING 1

DIRECTION OF TRAVEL



SLIPBASE CASTING 2

DIRECTION OF TRAVEL



SLIPBASE CASTING REQUIREMENTS

FOR 2-7/8 INCH POSTS (P1 OR P2 POSTS)
GALVANIZED STEEL SLIPBASE CASTING ASTM-536

MOUNTING HARDWARE

- 3 - EACH ⅝ x 2½ INCH LONG HEX BOLT
- 3 - EACH ⅝ x 1 INCH LONG ZINC-PLATED, GRADE 5 SIZE #4 HEX BOLT
- 1 - EACH ⅜ x 1½ INCH LONG ZINC-PLATED, GRADE 5 SIZE #4 HEX BOLT
- 1 - EACH 30 GAUGE STEEL BOLT RETAINING PLATE ASTM A-563, G-90 COATING

ALL HARDWARE WILL BE GALVANIZED OR ZINC PLATED.

INSTALLATION REQUIREMENTS

ALL HEX BOLTS SHALL BE COATED WITH ANTI-SEIZE PRIOR TO INSTALLATION

TUBULAR STEEL SIGN SUPPORT SLIPBASE NOTES

1. REFER TO SIGNING PLANS FOR SIGN LOCATIONS AND HEIGHT
2. MINIMUM ALLOWABLE TENSION CAPACITY FOR WEDGE ANCHORS = 3000 LBS.
3. MAXIMUM ALLOWABLE MOMENT FOR SIGN BASE = 5.13 kip-ft.
4. PAY ITEM "STEEL SIGN SUPPORT(X-INCH ROUND)(SLIPBASE)" SHALL INCLUDE STUB BASE, CASTING AND NECESSARY HARDWARE (SLIPBASE CASTING MOUNTING HARDWARE AS SHOWN ON STD S-614-8, SHEET 3)
5. PAY ITEM "STEEL SIGN SUPPORT CASTING" SHALL INCLUDE CASTING AND NECESSARY MOUNTING HARDWARE (SLIPBASE CASTING MOUNTING HARDWARE AS SHOWN ON STD S-614-8, SHEET 3)
6. PAY ITEM "STEEL SIGN GROUND STUB BASE (36)" SHALL INCLUDE SLIPBASE STUB BASE

STEEL SIGN SUPPORT SLIPBASE INSTALLATION

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CAD Ver.: MicroStation V8i Scale: Not to Scale	Units: English

Sheet Revisions		
	Date:	Comments
EC-1	10/23/14	NEW SHEET INCLUDES SLIP BASE DETAILS PLUS 4" BASE PLATE DETAIL
EC-2	04/01/16	UPDATES TO METRO-FIT HARDWARE
EC-3	12/01/16	ADDED DETAILS FOR SLIPBASE 2
EC-4	04/12/18	ADDED TORQUE VALUES NEW PAY ITEM FOR SLIPBASE CASTING

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TUBULAR STEEL SIGN SUPPORT DETAILS

STANDARD PLAN NO. S-614-8

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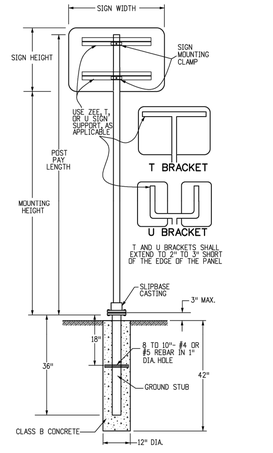
Sheet No. 3 of 7



TUBULAR STEEL POST (WITH SLIPBASE) (FOR USE WITH ALL P1 AND P2 POST INSTALLATIONS) (SEE SHEET 1 FOR P-POST INSTALLATIONS)

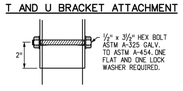
GENERAL NOTE

THE CONTRACTOR SHALL INSTALL THE POSTS PER THE MANUFACTURER'S RECOMMENDATIONS WITHOUT ADDITIONAL COMPENSATION.

DIMENSIONS FOR MOUNTING CLAMP (ALL DIMENSION ARE IN INCHES)

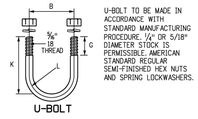
STANDARD PIPE SIZE	A	B	C	D	E	F	G	K	L	R_1	R_2
2	3¾	2¾	1½	1⅛	½	⅜	1	2⁹⁄₁₆	1⁷⁄₃₂	1¼	1⅜
2½	4¼	3¼	2	1¼	½	¼	1	3⅜	1¹⁵⁄₃₂	1½	1⅞

T AND U BRACKET ATTACHMENT



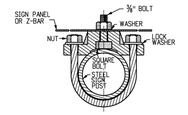
PIPE CLAMP CASTING

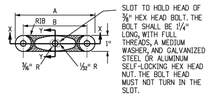
PIPE CLAMP CASTING SHALL BE ASTM B26 OR B108 ALUMINUM ALLOY A444.0-T4 OR 356.0-F. ALL SIGN MOUNTING CLAMP PARTS NOT MADE FROM ALUMINUM SHALL BE GALVANIZED STEEL IN CONFORMANCE WITH ASTM A153 OR STAINLESS STEEL.



U-BOLT TO BE MADE IN ACCORDANCE WITH STANDARD MANUFACTURING PROCEDURE. ¼" OR 5/16" DIAMETER STOCK IS PERMISSIBLE. AMERICAN STANDARD REGULAR SEMI-FINISHED HEX NUTS AND SPRING LOCKWASHERS.

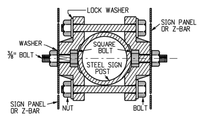
TYPICAL SINGLE BRACKET

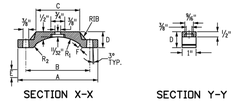




SLOT TO HOLD HEAD OF ⅜" HEX HEAD BOLT. THE BOLT SHALL BE 1¼" LONG, WITH FULL THREADS, A MEDIUM WASHER, AND GALVANIZED STEEL OR ALUMINUM SELF-LOCKING HEX HEAD NUT. THE BOLT HEAD MUST NOT TURN IN THE SLOT.

TYPICAL BACK TO BACK





DETAILS FOR SIGN PANEL ATTACHMENT

MOUNTING CLAMP FOR SOCKET OR SLIPBASE

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Last Modification Date: 10/23/14	Initials: KEN
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Sheet Revisions		
	Date:	Comments
NNC	03/05/13	UPDATED DETAIL TITLES
NNC	10/23/14	MOVED SLIPBASE DETAILS TO SHEET 3

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TUBULAR STEEL SIGN SUPPORT DETAILS

STANDARD PLAN NO. S-614-8

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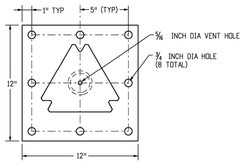
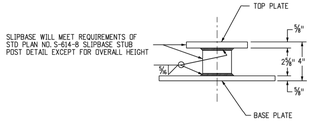
Sheet No. 2 of 7



SURFACE MOUNT SLIPBASE BASE PLATE FABRICATION REQUIREMENTS

BASE PLATE - ¾ INCH ASTM A 36 PLATE STEEL
PIPE STUB - 3 INCH NOMINAL SCHEDULE 80, ASTM A-500 GRADE B
TOP PLATE - MEET REQUIREMENTS OF STD PLAN NO. S-614-8, SHEET 3

MEET ASTM A-123 GALVANIZING AFTER FABRICATION IS COMPLETE



SLIPBASE WILL MEET REQUIREMENTS OF STD PLAN NO. S-614-8 SLIPBASE STUB POST DETAIL EXCEPT FOR OVERALL HEIGHT

SURFACE MOUNT SLIPBASE BASE PLATE

SURFACE MOUNT SLIPBASE TUBULAR STEEL SIGN BASE REQUIREMENTS

FOR 2-7/8 INCH POSTS (P1 OR P2 POSTS)
FOR CONCRETE SURFACES GREATER THAN 7 INCHES THICK
FOR CONCRETE SURFACES GREATER THAN 12 INCHES IN WIDTH

MOUNTING HARDWARE

- 8 - EACH ⅜ x 5½ INCH LONG "HILTI KWIK HUS-EZ SCREW ANCHORS
- 16 - EACH ⅜ INCH FLAT WASHERS
- 8 - EACH ⅜ INCH LOCK WASHERS
- 8 - EACH ⅜ INCH NUTS

ALL HARDWARE WILL BE GALVANIZED OR ZINC PLATED.

INSTALLATION REQUIREMENTS:

DRILL (8) - ⅝ INCH HOLES 6 INCH DEEP, CLEAN HOLE PRIOR TO INSTALLING ANCHORS

USE ADDITIONAL WASHERS FOR SHIMMING TO LEVEL BASE PLATE.

TUBULAR STEEL SIGN SUPPORT SURFACE MOUNT SLIPBASE NOTES

1. REFER TO SIGNING PLANS FOR SIGN LOCATIONS AND HEIGHT
2. REFER TO STD PLAN NO. S-614-8, SHEET 3 FOR SLIPBASE CASTING INFORMATIION
3. MINIMUM ALLOWABLE TENSION CAPACITY FOR WEDGE ANCHORS = 3000 LBS.
4. MAXIMUM ALLOWABLE MOMENT FOR SIGN BASE = 5.13 kip-ft.
5. PAY ITEM "STEEL SIGN SURFACE MOUNT BASE PLATE (SLIPBASE)" SHALL INCLUDE BASE PLATE, CASTING AND ALL NECESSARY HARDWARE (SLIPBASE CASTING MOUNTING HARDWARE AS SHOWN ON STD S-614-8, SHEET 3 AND SURFACE MOUNT SLIPBASE MOUNTING HARDWARE AS SHOWN ON STD 6-14-8, SHEET 4)
6. PAY ITEM "STEEL SIGN SURFACE MOUNT BASE PLATE" SHALL INCLUDE BASE PLATE AND NECESSARY HARDWARE (SURFACE MOUNT SLIPBASE MOUNTING HARDWARE AS SHOWN ON STD S-614-8, SHEET 4)

SURFACE MOUNT SLIPBASE INSTALLATION

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Sheet Revisions		
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TUBULAR STEEL SIGN SUPPORT DETAILS

STANDARD PLAN NO. S-614-8

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Sheet No. 4 of 7

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DATE:	02-26-2025
JOB NO.	33011.01
DESIGNED BY	AKC
DRAWN BY	JPP
CHECKED BY	YTN

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

COLORADO REGISTERED 28377 PROFESSIONAL ENGINEER 12.26.25

DATE	REVISION

TITLE: SIGNAGE DETAILS

DRAWING NO. C-5.2

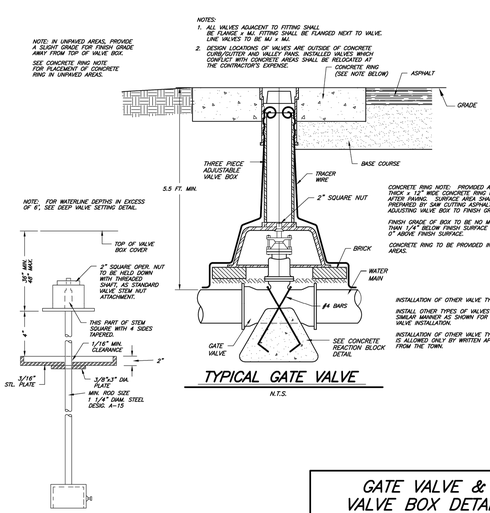
G:\33011\33011-CVR RE NEW\CIVIL\DWG\SHEETS\33011-CSD DETAILS.DWG - Feb 26, 2025 - 3:08pm

EXHIBIT J

NOTE: IN UNPAVED AREAS, PROVIDE A SLIGHT GRADE FOR FINISH GRADE AWAY FROM TOP OF VALVE BOX.

SEE CONCRETE RING NOTE FOR PLACEMENT OF CONCRETE RING IN UNPAVED AREAS.

NOTES:
1. ALL VALVES ADJACENT TO FITTING SHALL BE FLANGE x MJ. FITTING SHALL BE FLANGED NEXT TO VALVE. LINE VALVES TO BE MJ x MJ.
2. DESIGN LOCATIONS OF VALVES ARE OUTSIDE OF CONCRETE THRUST BLOCKING. IF VALVES ARE INSTALLED, VALVES WHICH CONFLICT WITH CONCRETE AREAS SHALL BE RELOCATED AT THE CONTRACTOR'S EXPENSE.



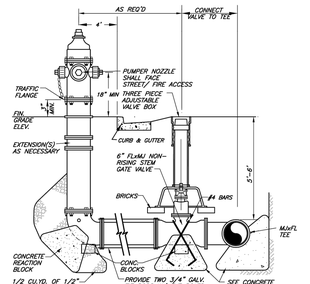
TYPICAL GATE VALVE

N.T.S.

NOTE: FOR WATERLINE DEPTHS IN EXCESS OF 6', SEE DEEP VALVE SETTING DETAIL.

DEEP VALVE SETTING

GATE VALVE & VALVE BOX DETAIL	
TOWN OF NEW CASTLE	
NOT TO SCALE	DWG: WA-10



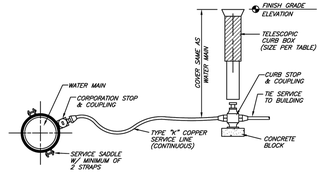
NOTES:
1) ALL JOINTS FROM MAIN TO HYDRANT SHALL BE HARNESSED MECHANICAL JOINTS OR FLANGED JOINTS.
2) HYDRANT, VALVE AND FITTINGS TO BE 250 P.S.I. RATED.
3) POLYETHYLENE WRAP SHALL COVER D.I.P. ASSEMBLY FROM HYDRANT BASE TO WATER MAIN.
4) ALL HYDRANT LEAD PIPING TO BE 6" D.I.P.
5) CENTERLINE OF HYDRANT 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.

FIRE HYDRANT ASSEMBLY INSTALLATION DETAIL

FIRE HYDRANT SETTING DETAIL	
TOWN OF NEW CASTLE	
NOT TO SCALE	DWG: WA-20

SERVICE PIPE	CORP. STOP	CURB STOP	SERVICE BOX
3/4"	3/4"	3/4"	3"
1"	1"	1"	3"
1 1/4"	1 1/4"	1 1/4"	3"
1 1/2"	1 1/4" - 1 1/2"	1 1/2"	3"
2"	1/2" - 2"	2"	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.

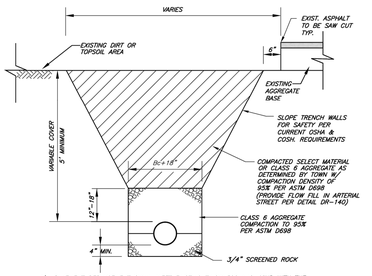


TYP. WATER SERVICE DETAIL

NOTE:
1. LEAVE CORPORATION STOP AT MAIN IN THE "ON" POSITION.
2. LOCATE THE CURB STOP (AND SERVICE BOX) ON PRIVATE PROPERTY WITHIN TWO (2') FEET OF THE PROPERTY LINE OR AS APPROVED BY THE TOWN.
3. DIRECT TAPS ARE AN ACCEPTABLE ALTERNATIVE GIVEN WRITTEN TOWN APPROVAL.

SE NOTE: PURE CORE IS ALSO AN ALLOWABLE WATER SERVICE MATERIAL, AS COORDINATED WITH TOWN ENGINEER.

WATER SERVICE INSTALLATION DETAIL	
TOWN OF NEW CASTLE	
NOT TO SCALE	DWG: WA-30

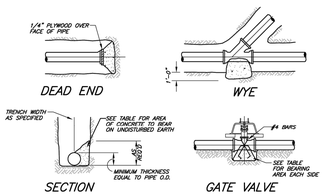


1) PAVEMENT REPLACEMENT SHALL MEET EXISTING THICKNESS AND KIND WITH THE FOLLOWING MINIMUMS: ASPHALT SURFACING = 3" MIN., AGGREGATE BASE COURSE = 6" MIN.
2) FOR UNPAVED SURFACES, BASE COURSE REPLACEMENT SHALL MEET EXISTING THICKNESS WITH THE FOLLOWING MINIMUMS: AGGREGATE BASE COURSE = 12" MIN.
3) DIRT / 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 6" OF 1 1/2" SCREENED ROCK UNDER BEDDING MATERIAL WITH FILTER FABRIC PLACED BELOW AND ABOVE THE SCREENED ROCK.

TRENCH CROSS SECTION

SCALE: 3/4"= 1'-0"

STANDARD WATER MAIN TRENCH SECTION	
TOWN OF NEW CASTLE	
NOT TO SCALE	DWG: WA-40



SIZE (INCHES)	ELBOWS 90° (SQ. FT.)	45° (SQ. FT.)	22.5° (SQ. FT.)	11.25° (SQ. FT.)	TEES & DEAD ENDS	GATE VALVES
4	1.8	1.0	0.5	0	1.3	0.5
6	4.0	2.2	1.1	0	2.8	0.7
8	7.1	3.8	2.0	1.0	5.0	2.4
10	11.1	6.0	3.0	1.5	7.8	4.5
12	16.0	8.6	4.4	2.2	11.3	7.3
14	21.7	11.8	6.0	3.0	15.4	11.0
16	28.4	15.3	8.0	4.0	20.0	16.6
18	36.0	19.4	10.0	5.0	25.4	24.9

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.

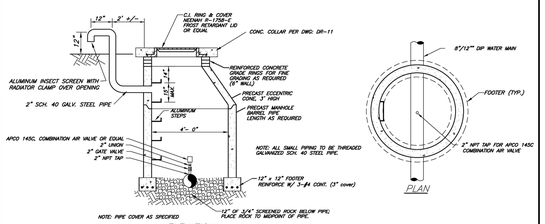
INSTALLATION OF THRUST BLOCKS ARE NOT ALLOWED FOR CONDITIONS OUTSIDE OF THOSE LISTED UNTIL SUBMITTAL OF CALCULATIONS FOR THE CORRECTION FACTOR ARE SUBMITTED TO AND REVIEWED BY THE TOWN AND WRITTEN APPROVAL BY THE TOWN IS GIVEN.

TABLE OF BEARING AREAS IN SQ. FT.

TYP. CONCRETE REACTION BLOCK DETAILS

THRUST BLOCKING DETAILS	
TOWN OF NEW CASTLE	
NOT TO SCALE	DWG: WA-50

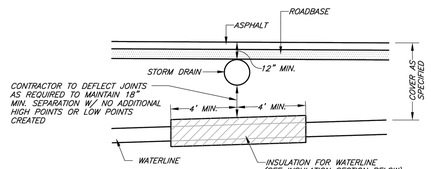
MANHOLE CONSTRUCTION NOTES:
1. Use Rub-R-Nek preformed gasket (2 layers) or grout in place between all bottom section, barrel sections, concrete grade rings, and top castings.
2. Backfill within 24" of manhole: Class 2 aggregate or native materials with less than 3" size.
3. Precast rings or metal riser 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.



COMBINATION AIR VALVE MANHOLE DETAIL

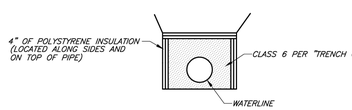
N.T.S.

COMBINATION AIR VALVE MANHOLE	
TOWN OF NEW CASTLE	
NOT TO SCALE	DWG: WA-60



ELEVATION
WATERLINE/CULVERT CROSSING

NO SCALE

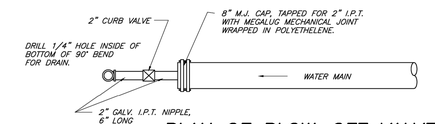


INSULATION SECTION

NO SCALE

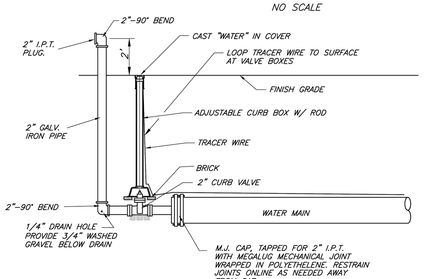
NOTE: AS DRAWN, THE INSULATION DETAIL ADDRESSES CULVERT CROSSINGS. PROVIDE THE SAME DETAIL FOR THOSE INSTANCES WHERE THE WATERLINE IS INSTALLED WITHIN 5' OF OPEN AIR.

WATERLINE INSULATION DETAIL	
TOWN OF NEW CASTLE	
NOT TO SCALE	DWG: WA-80



PLAN OF BLOW-OFF VALVE

NO SCALE



ELEVATION OF BLOW-OFF VALVE

NO SCALE

BLOW OFF DETAIL	
TOWN OF NEW CASTLE	
NOT TO SCALE	DWG: WA-90

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704-0311 • soprisengineering.com

9 NORTH WILD HORSE
NEW CASTLE, COLORADO

FINAL PLAN

DATE:	02-26-2025
JOB NO.	33011.01
DESIGNED BY	AKC
DRAWN BY	JPP
CHECKED BY	YTN

COLORADO REGISTERED 28377 PROFESSIONAL ENGINEER 2.26.25

DATE	REVISION

TITLE
WATER DETAILS

DRAWING NO.
C-5.3

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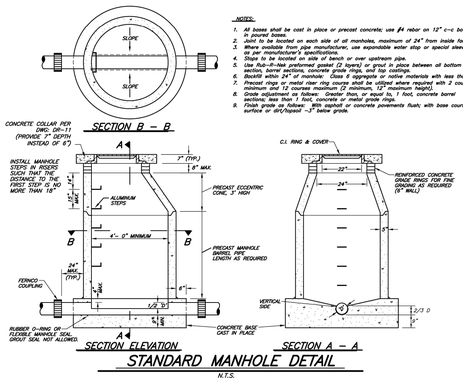
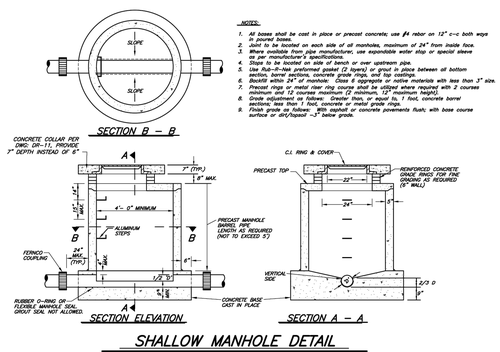
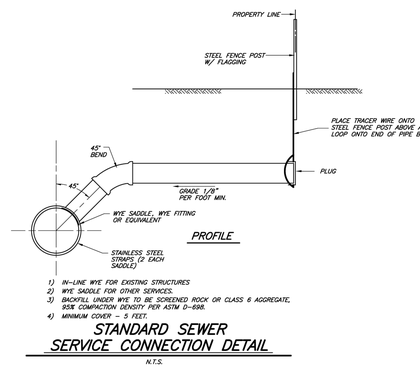
EXHIBIT J



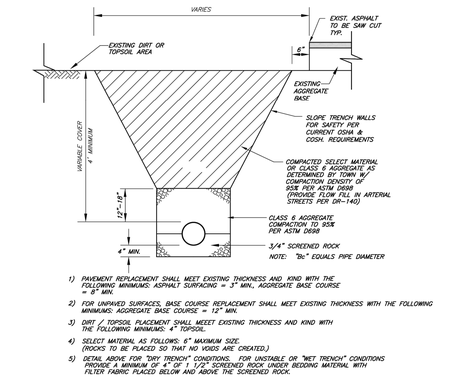
STANDARD SEWER MANHOLE DETAIL	
TOWN OF NEW CASTLE	
NOT TO SCALE	DWG: SW–10



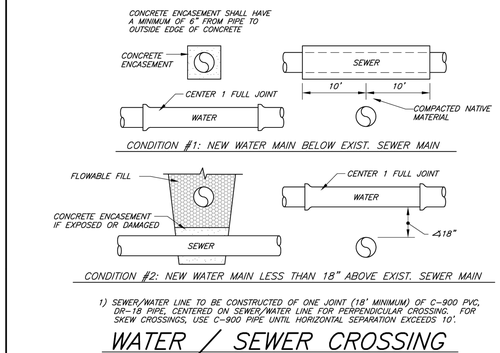
SHALLOW SEWER MANHOLE DETAIL	
TOWN OF NEW CASTLE	
NOT TO SCALE	DWG: SW–20



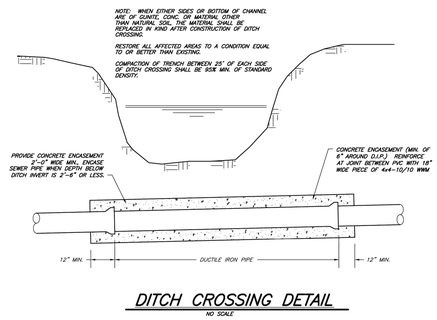
SEWER SERVICE CONNECTION DETAIL	
TOWN OF NEW CASTLE	
NOT TO SCALE	DWG: SW–40



STANDARD SEWER MAIN TRENCH SECTION	
TOWN OF NEW CASTLE	
NOT TO SCALE	DWG: SW–50



WATER/SEWER CROSSING DETAIL	
TOWN OF NEW CASTLE	
NOT TO SCALE	DWG: SW–60



DITCH CROSSING DETAIL	
TOWN OF NEW CASTLE	
NOT TO SCALE	DWG: SW–70

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502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704-0311 • soprisengineering.com

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DESIGNED BY	AKC
DRAWN BY	JPP
CHECKED BY	YTN

9 NORTH WILD HORSE
NEW CASTLE, COLORADO
FINAL PLAN

DATE	REVISION

TITLE
SEWER DETAILS

DRAWING NO.
C-5.4

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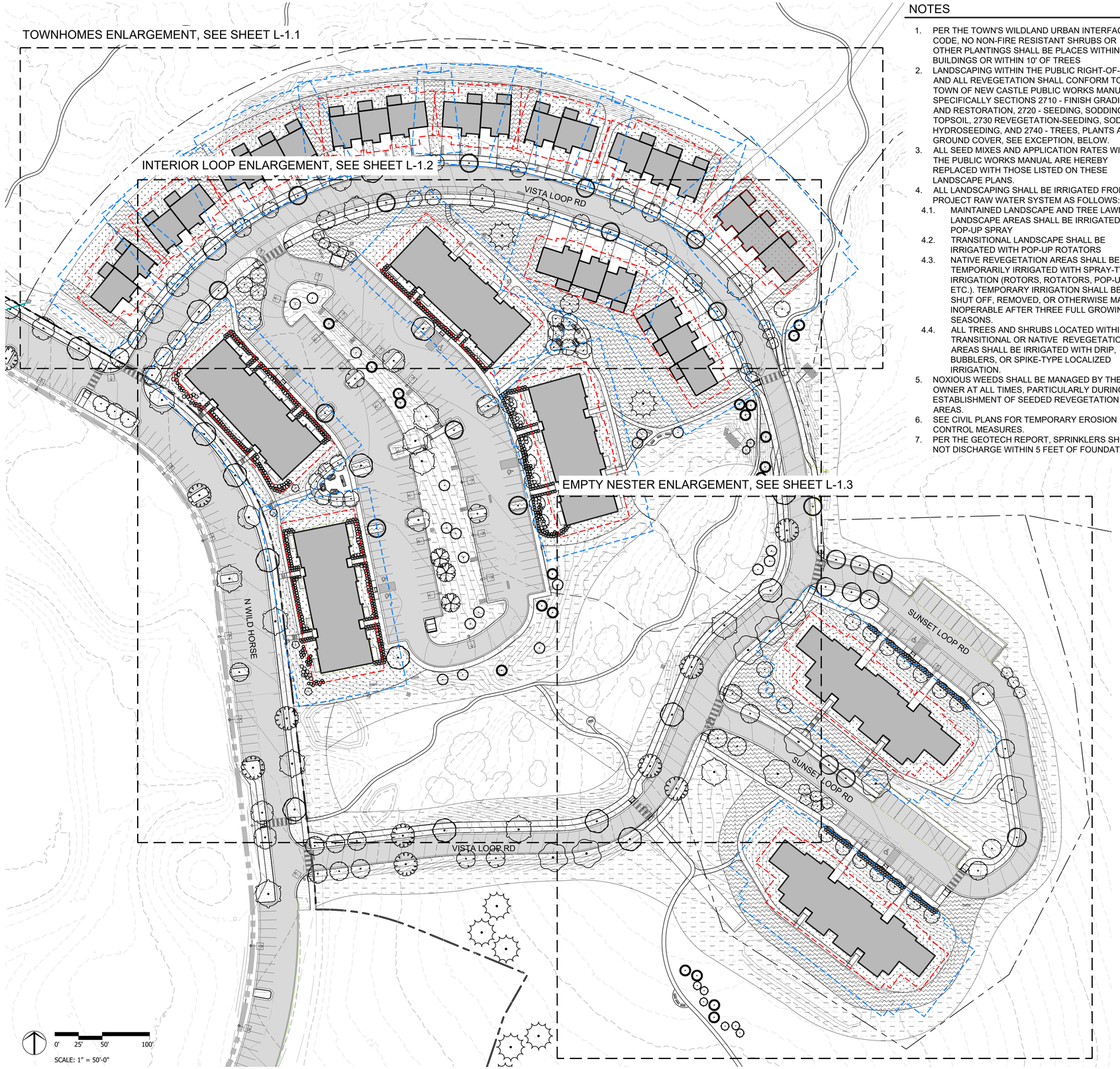
EXHIBIT J



NOTES

1. PER THE TOWN'S WILDLAND URBAN INTERFACE CODE, NO NON-FIRE RESISTANT SHRUBS OR OTHER PLANTINGS SHALL BE PLACES WITHIN 5' OF BUILDINGS OR WITHIN 10' OF TREES
2. LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY AND ALL REVEGETATION SHALL CONFORM TO THE TOWN OF NEW CASTLE PUBLIC WORKS MANUAL, SPECIFICALLY SECTIONS 2710 - FINISH GRADING AND RESTORATION, 2720 - SEEDING, SODDING AND TOPSOIL, 2730 REVEGETATION-SEEDING, SODDING, HYDROSEEDING, AND 2740 - TREES, PLANTS AND GROUND COVER, SEE EXCEPTION, BELOW.
3. ALL SEED MIXES AND APPLICATION RATES WITHIN THE PUBLIC WORKS MANUAL ARE HEREBY REPLACED WITH THOSE LISTED ON THESE LANDSCAPE PLANS.
4. ALL LANDSCAPING SHALL BE IRRIGATED FROM THE PROJECT RAW WATER SYSTEM AS FOLLOWS:
   - 4.1. MAINTAINED LANDSCAPE AND TREE LAWN LANDSCAPE AREAS SHALL BE IRRIGATED WITH POP-UP SPRAY
   - 4.2. TRANSITIONAL LANDSCAPE SHALL BE IRRIGATED WITH POP-UP ROTATORS
   - 4.3. NATIVE REVEGETATION AREAS SHALL BE TEMPORARILY IRRIGATED WITH SPRAY-TYPE IRRIGATION (ROTORS, ROTATORS, POP-UPS, ETC.). TEMPORARY IRRIGATION SHALL BE SHUT OFF, REMOVED, OR OTHERWISE MADE INOPERABLE AFTER THREE FULL GROWING SEASONS.
   - 4.4. ALL TREES AND SHRUBS LOCATED WITHIN TRANSITIONAL OR NATIVE REVEGETATION AREAS SHALL BE IRRIGATED WITH DRIP, BUBBLERS, OR SPIKE-TYPE LOCALIZED IRRIGATION.
5. NOXIOUS WEEDS SHALL BE MANAGED BY THE OWNER AT ALL TIMES, PARTICULARLY DURING THE ESTABLISHMENT OF SEEDED REVEGETATION AREAS.
6. SEE CIVIL PLANS FOR TEMPORARY EROSION CONTROL MEASURES.
7. PER THE GEOTECH REPORT, SPRINKLERS SHOULD NOT DISCHARGE WITHIN 5 FEET OF FOUNDATIONS.

LEGEND

- PROPERTY BOUNDARY
- INTERNAL LOT LINES
- EXISTING VEGETATION TO REMAIN
- 10' WILDLAND URBAN INTERFACE TREE CLEARANCE ZONE
- 30' WILDLAND URBAN INTERFACE FUEL MODIFICATION ZONE

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	CONT	QTY
TREES			
	ACER PLATANOIDES 'DEBORAH' DEBORAH NORWAY MAPLE	2.5" CAL B&B	18
	ACER PLATANOIDES 'ROYAL RED' ROYAL RED NORWAY MAPLE	15 GAL	21
	CELTIS OCCIDENTALIS 'CHICAGOLAND' CHICAGOLAND HACKBERRY	15 GAL	17
	CRATAEGUS CRUS-GALLI 'CRUSADER' CRUSADER® COCKSPUR HAWTHORN	15 GAL	18
	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER' SHADEMASTER HONEY LOCUST	15 GAL	13
	GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE' SKYLINE HONEY LOCUST	15 GAL	11
	JUNIPERUS MONOSPERMA ONESEED JUNIPER	15 GAL	20
	JUNIPERUS SCOPULORUM ROCKY MOUNTAIN JUNIPER	3` B&B	8
	KOELREUTERIA PANICULATA GOLDEN RAIN TREE	15 GAL	9
	MALUS X 'SPRING SNOW' SPRING SNOW CRABAPPLE	15 GAL	53
	PINUS EDULIS PINYON PINE	15 GAL	19
	PINUS SYLVESTRIS SCOTCH PINE	15 GAL	10
	POPULUS X ACUMINATA LANCELEAF COTTONWOOD	2.5" CAL B&B	3
	PRUNUS PADUS MAYDAY TREE	15 GAL	9
	TILIA CORDATA 'GREENSPIRE' GREENSPIRE LITTLELEAF LINDEN	15 GAL	9
	ULMUS AMERICANA 'PRINCETON' PRINCETON AMERICAN ELM	2.5" CAL B&B	14

SYMBOL	BOTANICAL / COMMON NAME	SIZE	QTY
SHRUBS			
	ACER GINNALA FLAME AMUR FLAME MAPLE	5 GAL	4
	BERBERIS THUNBERGII 'ATROPURPUREA' RED LEAF JAPANESE BARBERRY	5 GAL	108
	LONICERA TATARICA TATARIAN HONEYSUCKLE	5 GAL	102
	PHILADELPHUS LEWISII 'CHEYENNE' CHEYENNE MOCKORANGE	5 GAL	745
	RHUS TRILOBATA 'AUTUMN AMBER' AUTUMN AMBER SUMAC	5 GAL	68

MAINTAINED LANDSCAPE:
ORNAMENTAL TREES AND SHRUBS PER THE WILDLAND URBAN INTERFACE CODE, AND MOWED TURF GRASS

TRANSITIONAL REVEGETATION SEED MIX

BOTANICAL NAME	COMMON NAME	MIX	PLS lbs/ac
Achnatherum hymenoides	indian ricegrass	13%	3.00
Bouteloua gracilis	blue grama	25%	6.00
Festuca campestris	rough fescue	25%	6.00
Festuca ovina 'Arriba'	Arizona fescue	25%	6.00
Poa secunda	sandberg bluegrass	13%	3.00
	Total	**100%**	**24.00**

NATIVE REVEGETATION SEED MIX

BOTANICAL NAME	COMMON NAME	MIX	PLS lbs/ac
SHRUBS			
Artemisia tridentata wyomingensis	Wyoming big sagebrush	1%	0.25
Artemisia tridentata vaseyana	mountain big sagebrush	1%	0.25
Artemisia nova	black sagebrush	1%	0.25
Ericameria nauseosa ssp. nauseosa var.	tall green rabbitbrush	7%	2.00
GRASSES			
Achnatherum hymenoides	indian ricegrass	7%	2.00
Bouteloua gracilis	blue grama	11%	3.00
Elymus trachycaulus	slender wheatgrass	19%	5.00
Festuca ovina 'Arriba'	Arizona fescue	4%	1.00
Nassella viridula	green needlegrass	11%	3.00
Pascopyrum smithii	western wheatgrass	19%	5.00
Pseudoroegneria spicata	bluebunch wheatgrass	7%	2.00
FORBS & WILDFLOWERS			
Artemesia frigida	fringed sage	1%	0.25
Castilleja linariaefolia	indian paintbrush	1%	0.25
Chrysopsis villosa	hairy golden aster	1%	0.25
Gaillardia aristata	blanketflower	2%	0.50
Lupinus argenteus	silver lupine	7%	2.00
	Total	**100%**	**27.00**

TREE LAWN SPECIES MIX:

TREE LAWN GRASS MIX SHALL CONSIST OF A "MEDIUM" WATER-USE TURF, SUCH AS "NATURE'S PRAIRIE TURF", A MIXTURE THE FOLLOWING SPECIES:

- *bouteloua curtipenula* - sideoats grama
- *deschampsia cespitosa* - tufted hairgrass
- *festuca ovina* - sheep fescue
- *festuca rubra ssp. rubra* - creeping red fescue
- *koeleria cristata* - prairie junegrass

NATURE'S PRAIRIE TURF IS AVAILABLE FROM:
TURF MASTER
3327 GIDDINGS ROAD
FORT COLLINS, CO 80524
(970) 493-8311

DHM DESIGN
R²
Land+Shelter ARCHITECTURE AND PLANNING
ma design
SOPRIS ENGINEERING LLC
JVAM

9 NORTH WILD HORSE
New Castle, Colorado

PROJECT NUMBER: Project #23100
DATE: 09/09/2024
DESIGNED:
DRAWN:
CHECKED:

REVISIONS:
REV-1 12/20/2024
REV-2 02/02/2025

JOB DESCRIPTION:

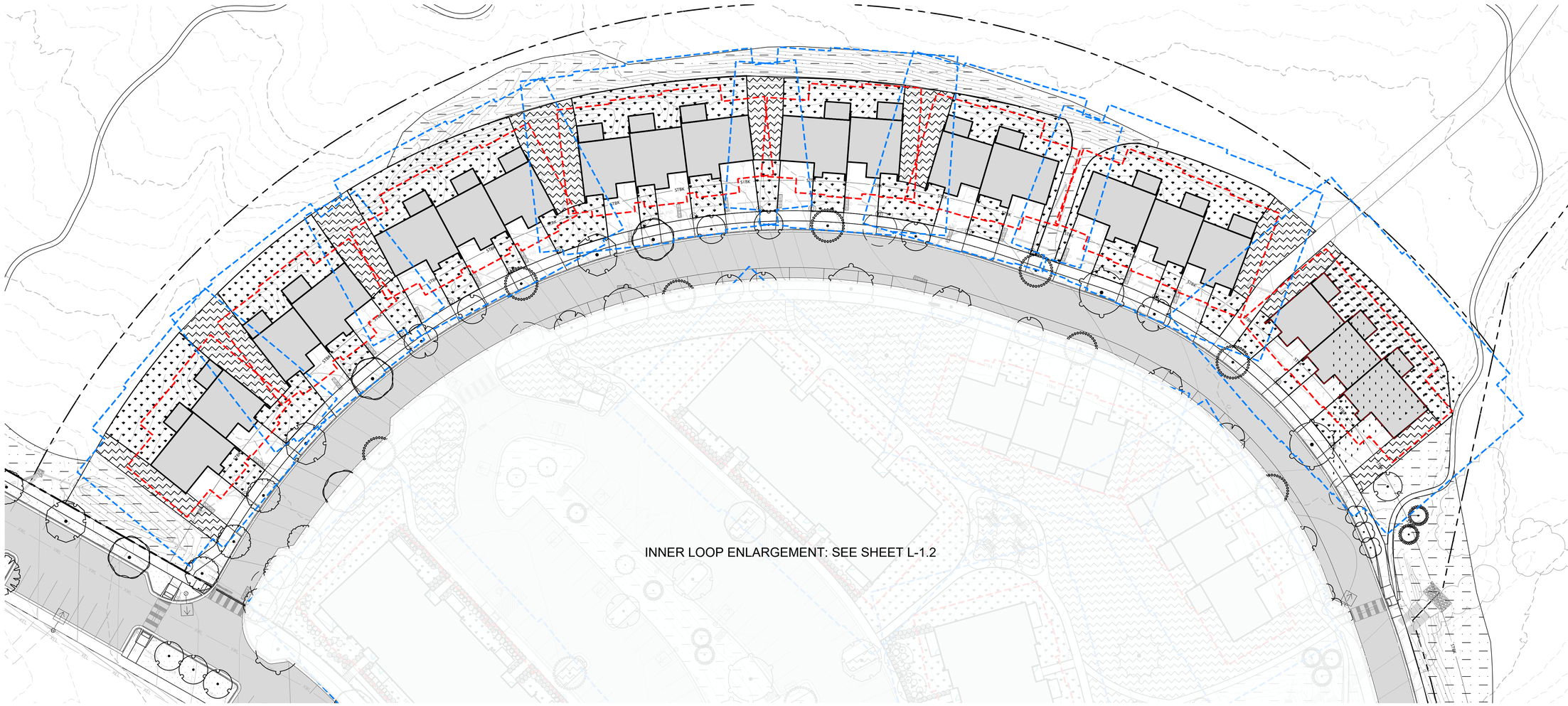
SHEET TITLE:
LANDSCAPE PLAN

SCALE:

SHEET NUMBER:
L-1.0

SHEET_____OF_____

EXHIBIT J



LEGEND

- PROPERTY BOUNDARY
- INTERNAL LOT LINES
- EXISTING VEGETATION TO REMAIN
- 10' WUI TREE CLEARANCE ZONE
- 30' WUI FUEL MODIFICATION ZONE
- 10' RADIUS HYDRANT CLEAR ZONE

NOTES

1. PER THE WILDLAND-URBAN INTERFACE CODE, NO NON-FIRE RESISTANT SHRUBS OR OTHER PLANTINGS SHALL BE PLACES WITHIN 5' OF BUILDINGS OR WITHIN 10' OF TREES
2. PER THE GEOTECH REPORT, SPRINKLERS SHOULD NOT DISCHARGE WITHIN 5 FEET OF FOUNDATIONS.

PLANT SCHEDULE TOWNHOMES

SYMBOL	BOTANICAL / COMMON NAME	CONT	QTY
TREES			
	ACER PLATANOIDES `DEBORAH` DEBORAH NORWAY MAPLE	2.5" CAL B&B	4
	ACER PLATANOIDES 'ROYAL RED' ROYAL RED NORWAY MAPLE	15 GAL	4
	CELTIS OCCIDENTALIS `CHICAGOLAND` CHICAGOLAND HACKBERRY	15 GAL	3
	CRATAEGUS CRUS-GALLI `CRUSADER` CRUSADER® COCKSPUR HAWTHORN	15 GAL	3
	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER' SHADEMASTER HONEY LOCUST	15 GAL	4
	GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE' SKYLINE HONEY LOCUST	15 GAL	1
	KOELREUTERIA PANICULATA GOLDEN RAIN TREE	15 GAL	2
	MALUS X 'SPRING SNOW' SPRING SNOW CRABAPPLE	15 GAL	6
	ULMUS AMERICANA `PRINCETON` PRINCETON AMERICAN ELM	2.5" CAL B&B	3

MAINTAINED LANDSCAPE:
ORNAMENTAL TREES AND SHRUBS (LIMITED QUANTITIES) AND SEEDED MIXED GRASSES THAT CAN BE MOWED IF DESIRED

TRANSITIONAL REVEGETATION SEED MIX

BOTANICAL NAME	COMMON NAME	MIX	PLS lbs/ac
Achnatherum hymnnoides	indian ricegrass	13%	3.00
Bouteloua gracilis	blue grama	25%	6.00
Festuca campestris	rough fescue	25%	6.00
Festuca ovina 'Arriba'	Arizona fescue	25%	6.00
Poa secunda	sandberg bluegrass	13%	3.00
	Total	**100%**	**24.00**

NATIVE REVEGETATION SEED MIX

BOTANICAL NAME	COMMON NAME	MIX	PLS lbs/ac
SHRUBS			
Artemisia tridentata wyomingensis	Wyoming big sagebrush	1%	0.25
Artemisia tridentata vaseyana	mountain big sagebrush	1%	0.25
Artemisia nova	black sagebrush	1%	0.25
Ericameria nauseosa ssp. nauseosa var.	tall green rabbitbrush	7%	2.00
GRASSES			
Achnatherum hymnnoides	indian ricegrass	7%	2.00
Bouteloua gracilis	blue grama	11%	3.00
Elymus trachycaulus	slender wheatgrass	19%	5.00
Festuca ovina 'Arriba'	Arizona fescue	4%	1.00
Nasella viridula	green needlegrass	11%	3.00
Pascopyrum smithii	western wheatgrass	19%	5.00
Pseudoroegneneria spicata	bluebunch wheatgrass	7%	2.00
FORBS & WILDFLOWERS			
Artemesia frigida	fringed sage	1%	0.25
Castilleja linariaefolia	indian paintbrush	1%	0.25
Chrysopsis villosa	hairy golden aster	1%	0.25
Gaillardia aristata	blanketflower	2%	0.50
Lupinus argenteus	silver lupine	7%	2.00
	Total	**100%**	**27.00**

TREE LAWN SPECIES MIX:
TREE LAWN GRASS MIX SHALL CONSIST OF A "MEDIUM" WATER-USE TURF, SUCH AS "NATURE'S PRAIRIE TURF", A MIXTURE THE FOLLOWING SPECIES:

- *bouteloua curtipenula* - sideoats grama
- *deschampsia cespitosa* - tufted hairgrass
- *festuca ovina* - sheep fescue
- *festuca rubra ssp. rubra* - creeping red fescue
- *koeleria cristata* - prairie junegrass

NATURE'S PRAIRIE TURF IS AVAILABLE FROM:
TURF MASTER
3327 GIDDINGS ROAD
FORT COLLINS, CO 80524
(970) 493-8311

0' 15' 30' 60'
SCALE: 1" = 30'-0"

DHM DESIGN
Land+Shelter ARCHITECTURE AND PLANNING
ma design
SOPRIS ENGINEERING LLC
JVAM

9 NORTH WILD HORSE
New Castle, Colorado

PROJECT NUMBER: Project #23100
DATE: 09/09/2024
DESIGNED:
DRAWN:
CHECKED:

REVISIONS:
REV-1 12/20/2024
REV-2 02/02/2025

JOB DESCRIPTION:

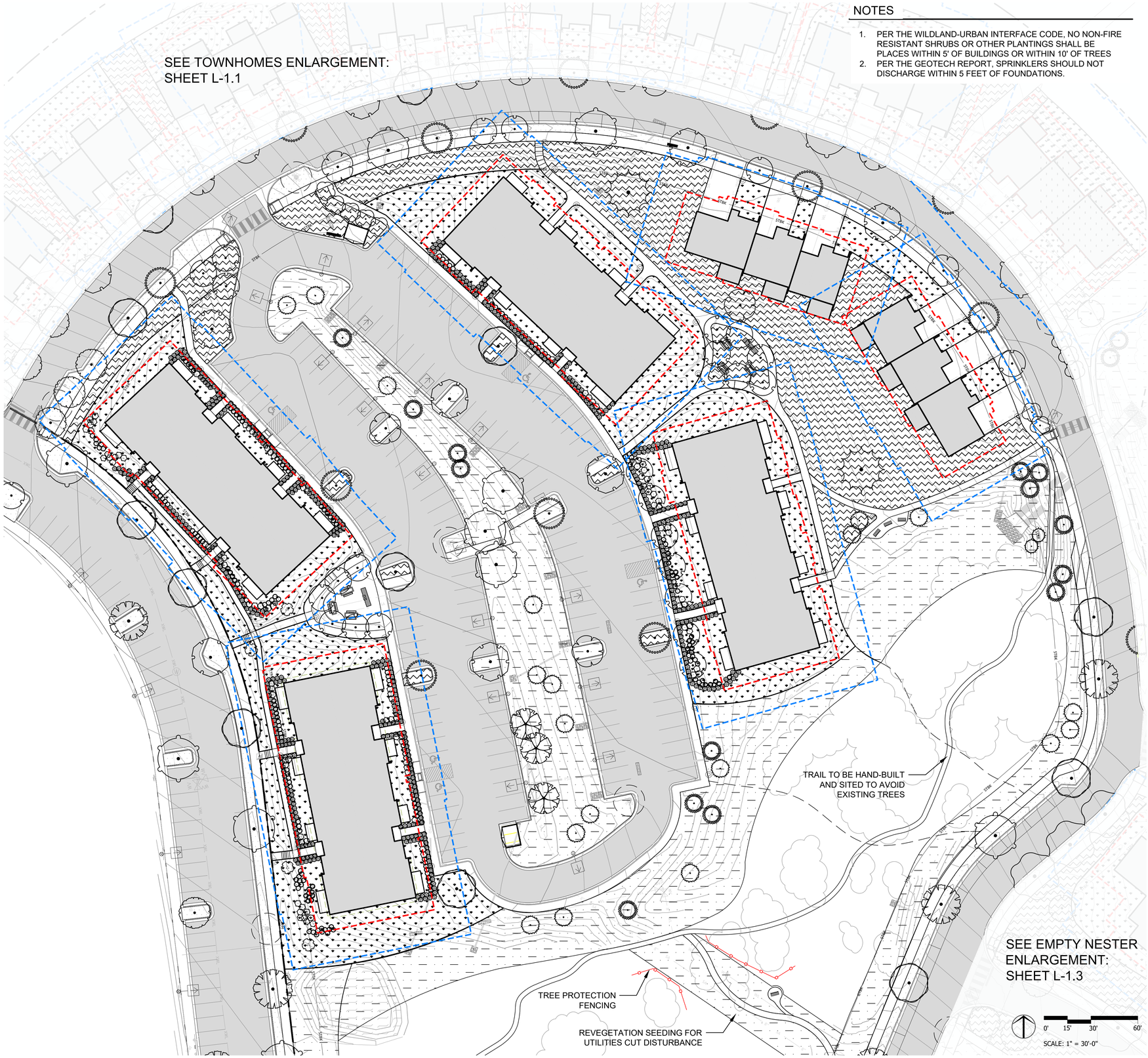
SHEET TITLE:
LANDSCAPE PLAN ENLARGEMENT

SCALE:

SHEET NUMBER:
L-1.1

SHEET_____OF_____

EXHIBIT J



NOTES

1. PER THE WILDLAND-URBAN INTERFACE CODE, NO NON-FIRE RESISTANT SHRUBS OR OTHER PLANTINGS SHALL BE PLACES WITHIN 5' OF BUILDINGS OR WITHIN 10' OF TREES
2. PER THE GEOTECH REPORT, SPRINKLERS SHOULD NOT DISCHARGE WITHIN 5 FEET OF FOUNDATIONS.

LEGEND

- PROPERTY BOUNDARY
- INTERNAL LOT LINES
- EXISTING VEGETATION TO REMAIN
- 10' WUI TREE CLEARANCE ZONE
- 30' WUI FUEL MODIFICATION ZONE
- 10' RADIUS HYDRANT CLEAR ZONE

PLANT SCHEDULE INNER LOOP

SYMBOL	BOTANICAL / COMMON NAME	CONT	QTY
TREES			
	ACER PLATANOIDES `DEBORAH` DEBORAH NORWAY MAPLE	2.5" CAL B&B	13
	ACER PLATANOIDES 'ROYAL RED' ROYAL RED NORWAY MAPLE	15 GAL	6
	CELTIS OCCIDENTALIS `CHICAGOLAND` CHICAGOLAND HACKBERRY	15 GAL	10
	CRATAEGUS CRUS-GALLI `CRUSADER` CRUSADER® COCKSPUR HAWTHORN	15 GAL	7
	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER' SHADEMASTER HONEY LOCUST	15 GAL	8
	GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE' SKYLINE HONEY LOCUST	15 GAL	5
	JUNIPERUS MONOSPERMA ONESEED JUNIPER	15 GAL	14
	JUNIPERUS SCOPULORUM ROCKY MOUNTAIN JUNIPER	3` B&B	2
	KOELREUTERIA PANICULATA GOLDEN RAIN TREE	15 GAL	5
	MALUS X 'SPRING SNOW' SPRING SNOW CRABAPPLE	15 GAL	27
	PINUS EDULIS PINYON PINE	15 GAL	19
	PINUS SYLVESTRIS SCOTCH PINE	15 GAL	2
	POPULUS X ACUMINATA LANCELEAF COTTONWOOD	2.5" CAL B&B	3
	ULMUS AMERICANA `PRINCETON` PRINCETON AMERICAN ELM	2.5" CAL B&B	7

SYMBOL	BOTANICAL / COMMON NAME	SIZE	QTY
SHRUBS			
	ACER GINNALA FLAME AMUR FLAME MAPLE	5 GAL	4
	BERBERIS THUNBERGII 'ATROPURPUREA' RED LEAF JAPANESE BARBERRY	5 GAL	108
	LONICERA TATARICA TATARIAN HONEYSUCKLE	5 GAL	102
	PHILADELPHUS LEWISII 'CHEYENNE' CHEYENNE MOCKORANGE	5 GAL	569
	RHUS TRILOBATA 'AUTUMN AMBER' AUTUMN AMBER SUMAC	5 GAL	68

MAINTAINED LANDSCAPE:
ORNAMENTAL TREES AND SHRUBS (LIMITED QUANTITIES) AND SEEDED MIXED GRASSES THAT CAN BE MOWED IF DESIRED

TRANSITIONAL REVEGETATION SEEDING (SEE SHEET L-1.0 FOR FULL SEED MIX)

NATIVE REVEGETATION SEEDING (SEE SHEET L-1.0 FOR FULL SEED MIX)

TREE LAWN SEEDING (SEE SHEET L-1.0 FOR FULL SEED MIX)

DHM DESIGN
Land+Shelter ARCHITECTURE AND PLANNING
ma+ design
SOPRIS ENGINEERING LLC
JVAM

9 NORTH WILD HORSE
New Castle, Colorado

PROJECT NUMBER: Project #23100
DATE: 09/09/2024
DESIGNED:
DRAWN:
CHECKED:

REVISIONS:
REV-1 12/20/2024
REV-2 02/02/2025

JOB DESCRIPTION:

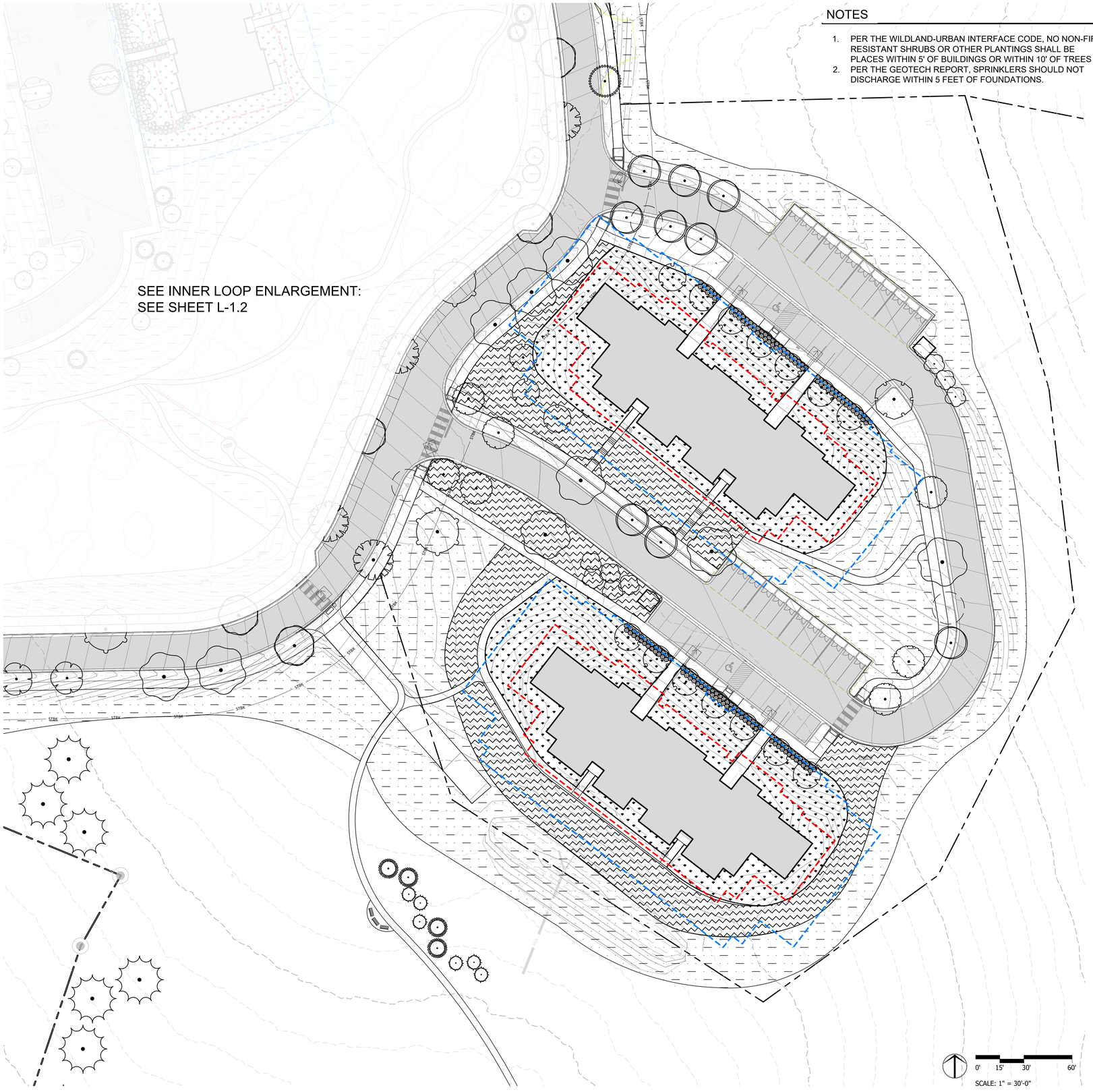
SHEET TITLE:
LANDSCAPE PLAN ENLARGEMENT

SCALE:

SHEET NUMBER:
L-1.2

SHEET_____OF_____

EXHIBIT J



NOTES

1. PER THE WILDLAND-URBAN INTERFACE CODE, NO NON-FIRE RESISTANT SHRUBS OR OTHER PLANTINGS SHALL BE PLACES WITHIN 5' OF BUILDINGS OR WITHIN 10' OF TREES
2. PER THE GEOTECH REPORT, SPRINKLERS SHOULD NOT DISCHARGE WITHIN 5 FEET OF FOUNDATIONS.

LEGEND

- PROPERTY BOUNDARY
- INTERNAL LOT LINES
- EXISTING VEGETATION TO REMAIN
- 10' WUI TREE CLEARANCE ZONE
- 30' WUI FUEL MODIFICATION ZONE
- 10' RADIUS HYDRANT CLEAR ZONE

PLANT SCHEDULE EMPTY NESTER

SYMBOL	BOTANICAL / COMMON NAME	CONT	QTY
TREES			
	ACER PLATANOIDES `DEBORAH` DEBORAH NORWAY MAPLE	2.5" CAL B&B	1
	ACER PLATANOIDES 'ROYAL RED' ROYAL RED NORWAY MAPLE	15 GAL	10
	CELTIS OCCIDENTALIS `CHICAGOLAND` CHICAGOLAND HACKBERRY	15 GAL	1
	CRATAEGUS CRUS-GALLI `CRUSADER` CRUSADER® COCKSPUR HAWTHORN	15 GAL	8
	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER' SHADEMASTER HONEY LOCUST	15 GAL	1
	GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE' SKYLINE HONEY LOCUST	15 GAL	2
	JUNIPERUS MONOSPERMA ONESEED JUNIPER	15 GAL	6
	JUNIPERUS SCOPULORUM ROCKY MOUNTAIN JUNIPER	3` B&B	6
	KOELREUTERIA PANICULATA GOLDEN RAIN TREE	15 GAL	2
	MALUS X 'SPRING SNOW' SPRING SNOW CRABAPPLE	15 GAL	17
	PINUS SYLVESTRIS SCOTCH PINE	15 GAL	8
	PRUNUS PADUS MAYDAY TREE	15 GAL	9
	TILIA CORDATA 'GREENSPIRE' GREENSPIRE LITTLELEAF LINDEN	15 GAL	9
	ULMUS AMERICANA `PRINCETON` PRINCETON AMERICAN ELM	2.5" CAL B&B	1

SYMBOL	BOTANICAL / COMMON NAME	SIZE	QTY
SHRUBS			
	PHILADELPHUS LEWISII 'CHEYENNE' CHEYENNE MOCKORANGE	5 GAL	176

- MAINTAINED LANDSCAPE: ORNAMENTAL TREES AND SHRUBS (LIMITED QUANTITIES) AND SEEDED MIXED GRASSES THAT CAN BE MOWED IF DESIRED
- TRANSITIONAL REVEGETATION SEEDING (SEE SHEET L-1.0 FOR FULL SEED MIX)
- NATIVE REVEGETATION SEEDING (SEE SHEET L-1.0 FOR FULL SEED MIX)
- TREE LAWN SEEDING (SEE SHEET L-1.0 FOR FULL SEED MIX)

DHM DESIGN

Land+Shelter ARCHITECTURE AND PLANNING

ma design

SOPRIS ENGINEERING LLC

JVAM

9 NORTH WILD HORSE
New Castle, Colorado

PROJECT NUMBER: Project #23100
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REV-1 12/20/2024
REV-2 02/02/2025

JOB DESCRIPTION:

SHEET TITLE:
LANDSCAPE PLAN ENLARGEMENT

SCALE:

SHEET NUMBER:
L-1.3

SHEET_____OF_____

EXHIBIT K

9 North Wild Horse Subdivision Public Improvements 02/26/2025

Engineer's Opinion of Probable Construction Costs

SE Job # 33011

ITEM	NATURE OF WORK	QUANTITY	UNIT	UNIT COST	COST
GENERAL					
G1	MOBILIZATION	JOB	L.S.	40,000.00	$ 40,000.00
G2	LAYOUT, OBSERVATION, TESTING & AS-BUILTS	JOB	L.S.	185,000.00	$ 185,000.00
G3	TRAFFIC CONTROL	JOB	L.S.	5,000.00	$ 5,000.00
G4	EROSION CONTROL	JOB	L.S.	10,000.00	$ 10,000.00
G5	CLEAR & GRUB, STRIP & STOCKPILE TOPSOIL	JOB	L.S.	10,000.00	$ 10,000.00
				SUBTOTAL SITE =	**$ 250,000.00**
VISTA LOOP ROW					
VL1	4" DEPTH ASPHALTIC PAVEMENT	4,689	S.Y.	45.00	$ 211,005.00
VL2	18" SUBGRADE OVER EXCAV, PREP, COMPACTION, FINE GRADING	4,001	C.Y.	12.00	$ 48,012.00
VL3	STRUCTURAL FILL MATERIAL (SUITABLE SITE)	834	C.Y.	20.00	$ 16,680.00
VL4	CLASS 6 AGGREGATE	1,372	C.Y.	70.00	$ 96,040.00
VL5	CURB AND GUTTER	3,782	L.F.	42.00	$ 158,844.00
VL6	CONCRETE SIDEWALK	17,861	S.F.	10.00	$ 178,610.00
VL7	NEW HANDICAP RAMPS (10)	600	S.F.	12.00	$ 7,200.00
VL8	SIGNAGE & STRIPING	JOB	L.S.	4,000.00	$ 4,000.00
VL9	TOPSOIL PLACEMENT	500	C.Y.	100.00	$ 50,000.00
VL10	INSTALL TREES	70	E.A.	750.00	$ 52,500.00
VL11	GRASS PREP AND SEEDING	11,000	S.F.	0.90	$ 9,900.00
VL12	STREET LIGHTS - POLES W/ CONCRETE BASE	5	E.A.	6,000.00	$ 30,000.00
VL13	STREET LIGHTS - BOLLARDS ALONG SIDEWALK	26	E.A.	2,500.00	$ 65,000.00
				SUBTOTAL VISTA LOOP =	**$ 927,791.00**
TRAIL & EMERGENCY ACCESS					
T1	FIRE TRUCK ACCESS: 18" SUBGRADE OVEREX, PREP, COMP, GRD	124	C.Y.	12.00	$ 1,488.00
T2	FIRE TRUCK ACCESS: 12" CLASS 6 AGGREGATE	83	C.Y.	70.00	$ 5,810.00
T3	10' WIDE EMER. ACCESS (PARCEL 1/LOT1):CLEAR & GRUB, SHAPING	890	L.F.	8.00	$ 7,120.00
T4	TRAIL LAYOUT, CLEAR & GRUB, SHAPING	3,058	L.F.	4.00	$ 12,232.00
				SUBTOTAL TRAIL & EMER ACCESS =	**$ 26,650.00**
N. WILD HORSE STORM					
STW1	CURB INLET	1	E.A.	4,000.00	$ 4,000.00
STW2	18" STORM INLETS	1	E.A.	4,000.00	$ 4,000.00
STW3	24" STORM INLETS	1	E.A.	4,500.00	$ 4,500.00
STW4	18" STORM PIPE	167	L.F.	85.00	$ 14,195.00
STW5	12" STORM PIPE	115	L.F.	70.00	$ 8,050.00
				SUBTOTAL N. WILD HORSE STORM =	**$ 34,745.00**
VISTA LOOP STORM					
STV1	CURB INLET	8	E.A.	4,000.00	$ 32,000.00
STV2	12" INLETS	2	E.A.	3,500.00	$ 7,000.00
STV3	8" STORM PIPE	70	L.F.	60.00	$ 4,200.00
STV4	12" STORM PIPE	512	L.F.	70.00	$ 35,840.00
STV5	48" CULVERT PIPE	176	L.F.	200.00	$ 35,200.00
STV6	48" FLARED END SECTION	4	E.A.	2,500.00	$ 10,000.00
STV7	RIPRAP	JOB	L.S.	2,000.00	$ 2,000.00
				SUBTOTAL VISTA LOOP STORM =	**$ 126,240.00**

NOTE: This opinion of probable construction cost was prepared for budgeting purposes only. Sopris Engineering, LLC cannot be held responsible for variances from this estimate as actual costs may vary due to bid and market fluctuations.

EXHIBIT K

9 North Wild Horse Subdivision Public Improvements 02/26/2025
Engineer's Opinion of Probable Construction Costs 2
SE Job # 33011

ITEM	NATURE OF WORK	QUANTITY	UNIT	UNIT COST	COST
DETENTION & SITE DRAINAGE					
D1	DETENTION BASIN, GRADING, SHAPING, COMPACTION	8,746	S.F.	5.00	$ 43,730.00
D2	18" INLETS	4	E.A.	4,000.00	$ 16,000.00
D3	STORM PIPE (OUTLETS)	150	L.F.	70.00	$ 10,500.00
D4	GRASS PREP AND SEEDING	8,746	S.F.	0.90	$ 7,871.40
				SUBTOTAL DETENTION =	**$ 78,101.40**
SANITARY SEWER					
SS1	8" SDR 35 SEWER LINE	2,404	L.F.	110.00	$ 264,440.00
SS2	4' DIA. PRECAST SEWER MANHOLE	16	E.A.	8,500.00	$ 136,000.00
SS3	6" SDR 35 SEWER SERVICE	250	L.F.	80.00	$ 20,000.00
SS4	4" SDR 35 SEWER SERVICE	650	L.F.	60.00	$ 39,000.00
				SUBTOTAL SEWER =	**$ 459,440.00**
WATER MAIN & HYDRANTS					
W1	CUT & INSTALL TEE AND VALVES AT EX. 10" MAIN	1	L.S.	6,500.00	$ 6,500.00
W2	10" C900 PVC WATER MAIN	2,190	L.F.	110.00	$ 240,900.00
W3	10" WATER VALVES	11	E.A.	4,500.00	$ 49,500.00
W4	8" C900 PVC WATER MAIN	1,211	L.F.	100.00	$ 121,100.00
W5	8" WATER VALVES	7	E.A.	4,000.00	$ 28,000.00
W6	6" C900 PVC WATER SERVICE	892	L.F.	80.00	$ 71,360.00
W7	6" WATER VALVES	15	E.A.	3,500.00	$ 52,500.00
W8	1" WATER SERVICE	27	E.A.	2,500.00	$ 67,500.00
W9	10" PRESSURE REDUCING VALVE (PRV)	1	E.A.	5,000.00	$ 5,000.00
W10	60" MANHOLE FOR PRV	1	E.A.	8,000.00	$ 8,000.00
W11	FIRE HYDRANT ASSEMBLY	10	E.A.	8,000.00	$ 80,000.00
				SUBTOTAL WATER =	**$ 730,360.00**
N. WILD HORSE IRRIGATION SERVICE					
IW1	IRRIGATION SERVICE TO LANDSCAPE AREAS	11,000	S.F.	1.50	$ 16,500.00
				SUBTOTAL N. WH IRRIGATION =	**$ 16,500.00**
VISTA LOOP IRRIGATION MAIN					
IV1	4" PVC C900 DR 18 IRRIGATION MAIN	1,875	L.F.	50.00	$ 93,750.00
IV2	4" WATER VALVES	3	E.A.	2,500.00	$ 7,500.00
IV3	IRRIGATION SERVICE TO LANDSCAPE AREAS	11,000	S.F.	1.50	$ 16,500.00
				SUBTOTAL VISTA LOOP IRR. =	**$ 117,750.00**
ELECTRIC & SHALLOW UTILITIES					
E1	ELECTRIC TRENCHING, BEDDING, BACKFILL, CONDUIT	4,086	L.F.	50.00	$ 204,300.00
E2	ELECTRIC VAULT	8	E.A.	3,000.00	$ 24,000.00
E3	ELECTRIC TRANSFORMER	9	E.A.	6,000.00	$ 54,000.00
				SUBTOTAL ELECTRIC =	**$ 282,300.00**
				TOTAL OF ITEMS ABOVE =	**$ 3,049,877.40**
				10% CONTINGENCY =	304,987.74
				TOTAL ALL ITEMS ABOVE =	**$ 3,354,865.14**

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ITEM	NATURE OF WORK	QUANTITY	UNIT	UNIT COST	COST
N. WILD HORSE: STREET - THROUGH LANES, PARALLEL PARKING, CURB, SIDEWALK ON SITE FRONTAGE					
G1	MOBILIZATION	JOB	L.S.	5,000.00	$ 5,000.00
G2	LAYOUT, OBSERVATION, TESTING & AS-BUILTS	JOB	L.S.	40,000.00	$ 40,000.00
G3	TRAFFIC CONTROL	JOB	L.S.	7,500.00	$ 7,500.00
G4	EROSION CONTROL	JOB	L.S.	2,500.00	$ 2,500.00
WH1	4" DEPTH ASPHALTIC PAVEMENT	5,210	S.Y.	45.00	$ 234,450.00
WH2	18" SUBGRADE OVER EXCAV, PREP, COMPACTION, FINE GRADING	3,087	C.Y.	12.00	$ 37,044.00
WH3	CLASS 6 AGGREGATE	1,147	C.Y.	70.00	$ 80,290.00
WH4	MOUNTABLE CURB AND GUTTER	974	L.F.	42.00	$ 40,908.00
WH5	CONCRETE SIDEWALK	5,384	S.F.	10.00	$ 53,840.00
WH6	NEW HANDICAP RAMPS (6)	360	S.F.	12.00	$ 4,320.00
WH7	SIGNAGE & STRIPING	JOB	L.S.	7,500.00	$ 7,500.00
WH8	TOPSOIL PLACEMENT	95	C.Y.	100.00	$ 9,500.00
WH9	INSTALL TREES	16	E.A.	750.00	$ 12,000.00
WH10	GRASS PREP AND SEEDING	5,104	S.F.	0.90	$ 4,593.60
WH11	STREET LIGHTS - POLES W/ CONCRETE BASE	3	E.A.	6,000.00	$ 18,000.00
WH12	STREET LIGHTS - BOLLARDS ALONG SIDEWALK	9	E.A.	2,500.00	$ 22,500.00
				SUBTOTAL N. WILD HORSE =	**$ 579,945.60**
				10% CONTINGENCY =	57,994.56
				TOTAL N. WILD HORSE =	**$ 637,940.16**

NOTE: This opinion of probable construction cost was prepared for budgeting purposes only. Sopris Engineering, LLC cannot be held responsible for variances from this estimate as actual costs may vary due to bid and market fluctuations.

ITEM	NATURE OF WORK	QUANTITY	UNIT	UNIT COST	COST
9NWH VIX PARK: PERPENDICULAR PARKING, CURB, SIDEWALK ON PARK FRONTAGE					
G1	MOBILIZATION	JOB	L.S.	5,000.00	$ 5,000.00
G2	LAYOUT, OBSERVATION, TESTING & AS-BUILTS	JOB	L.S.	25,000.00	$ 25,000.00
G3	TRAFFIC CONTROL	JOB	L.S.	2,500.00	$ 2,500.00
G4	EROSION CONTROL	JOB	L.S.	1,500.00	$ 1,500.00
VP1	4" DEPTH ASPHALTIC PAVEMENT	675	S.Y.	45.00	$ 30,375.00
VP2	18" SUBGRADE OVER EXCAV, PREP, COMPACTION, FINE GRADING	938	C.Y.	12.00	$ 11,256.00
VP3	CLASS 6 AGGREGATE	296	C.Y.	70.00	$ 20,720.00
VP4	MOUNTABLE CURB AND GUTTER	449	L.F.	42.00	$ 18,858.00
VP5	18" RIBBON CURB	810	L.F.	28.00	$ 22,680.00
VP6	CONCRETE SIDEWALK	6,907	S.F.	10.00	$ 69,070.00
VP7	NEW HANDICAP RAMPS (2)	120	S.F.	12.00	$ 1,440.00
VP8	SIGNAGE & STRIPING	JOB	L.S.	2,500.00	$ 2,500.00
VP9	TOPSOIL PLACEMENT	73	C.Y.	100.00	$ 7,300.00
VP11	GRASS PREP AND SEEDING	3,915	S.F.	0.90	$ 3,523.50
				SUBTOTAL 9NWH VIX PARK =	**$ 221,722.50**
				10% CONTINGENCY =	22,172.25
				TOTAL 9NWH VIX PARK =	**$ 243,894.75**
TOWN VIX PARK: ADDITIONAL PERPENDICULAR PARKING, CURB, & LIGHTING					
TP1	4" DEPTH ASPHALTIC PAVEMENT	791	S.Y.	45.00	$ 35,595.00
TP2	18" SUBGRADE OVER EXCAV, PREP, COMPACTION, FINE GRADING	424	C.Y.	12.00	$ 5,087.33
TP3	CLASS 6 AGGREGATE	162	C.Y.	70.00	$ 11,340.00
TP4	MOUNTABLE CURB AND GUTTER	171	L.F.	42.00	$ 7,182.00
TP10	INSTALL TREES	13	E.A.	750.00	$ 9,750.00
TP12	STREET LIGHTS - POLES W/ CONCRETE BASE	4	E.A.	6,000.00	$ 24,000.00
				SUBTOTAL TOWN VIX PARK =	**$ 92,954.33**
				10% CONTINGENCY =	9,295.43
				TOTAL TOWN VIX PARK =	**$ 102,249.77**
TOTAL ALL ITEMS =					**$ 4,338,949.82**

NOTE: This opinion of probable construction cost was prepared for budgeting purposes only. Sopris Engineering, LLC cannot be held responsible for variances from this estimate as actual costs may vary due to bid and market fluctuations.

New Castle Public Works

Memo

To: Paul Smith

From: John Wenzel

Date: October 21, 2024

Re: R2 CVR

The Town of New Castle Public Works Department has had the chance to review the R2 CRV **Final** Plan Application and has the following comments:

Raw Water Irrigation:

- Municipal Code 13.20.130 "Maintenance of service pipes and fixtures" should apply to the raw water taps and service lines. This language should be included in the final plat or SIA.

Water and Sewer Utilities:

- All potable water connections must be protected by a Reduced Pressure Principle Assembly check valve. This is not indicated in the final drawings.
- Provide a single water service for a test station. The town will provide the station. The approximate station size is 12"x12". Location requires 5 residents above and five below. This is not indicated in the final drawing
- No 10" hot tap valve at the existing mainline. We can isolate with no interruption to other services. Please use a standard mega lug fitting
- The manhole spacing, connecting the existing sewer on N. Wildhorse and West Vista Loop (SMH-A2and SMH-A3), is too great. Maximum spacing 175 ft. We are concerned about the steep grade in this area. There is a possibility that we may not be able mechanically push a jetter hose the entire 300 length.

January 29, 2025

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

RE: Castle Valley Ranch, 9 North Wildhorse Subdivision
Final Plan Review

Dear Paul,

The purpose of this letter serves to provide concurrence to the on-going coordination regarding the final design of the 9 North Wildhorse Subdivision. Sopris Engineering and SGM are still coordinating all of the final design issues needed to bring the drawings to final construction level. We have met with Sopris Engineering and are providing a variety of pieces of information such as PDF's of public works details for their drawings as well as pressure reducing vaults, blow offs and drains for the water system requested in our last review letter. Likewise, we are incorporating their proposed water system design into the Town's water model to confirm fire flow, redundant connection needs and service pressures throughout. Finally, once Sopris has had an opportunity to incorporate the details provided and have submitted these to the Town, we will need to review the final construction drawings to confirm EQR ratings (unit and lawn watering requirements) and responses in their 12/20/2024 letter to us.

As we noted in our prior review of the Final Plan drawings and as we are bringing these final concerns to conclusion we do note that the there are no issues that we have identified that will compromise the technical aspects of the subdivision as long as a condition of approval can be made that requires the developer to continue to work with Town Staff to resolve our concerns with the construction drawings. As previously noted, until specific final construction drawings are provided along with an up-to-date cost estimate for security, requisite easement provisions and water right dedications are made, a final technical approval or recording of the subdivision plat cannot occur.

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

Respectfully,
SGM

Jefferey S. Simonson, P.E.
Principal

EXHIBIT M

COST RECOVERY AGREEMENT

This Cost Recovery Agreement ("Agreement") is entered into as of _____, 2025 ("Effective Date") by and between the TOWN OF NEW CASTLE, a Colorado home rule municipality (the "Town") and R2 PARTNERSHIP, LLC, an Ohio limited liability company (the "Developer"), together (the "Parties").

RECITALS

WHEREAS, Developer has submitted and received approval for an application for final PUD plat and plan pursuant to the New Castle Municipal Code as depicted in Ordinance No. 1, Series 2025 and Resolution No. 6, Series 2024 for the property described on **Exhibit A** ("R2 Property"); and

WHEREAS, the Developer's PUD application provides for Developer to construct a continuation of North Wild Horse Drive, which includes construction of the road, sewer, curb, and gutter, for access to the development as depicted and described on **Exhibit B** (the "Improvement"); and

WHEREAS, the Improvement adjoins and will serve two properties owned by TC Midwest LLC, a Texas limited liability company, or its successors and assigns, ("TC") as described on **Exhibit C** which parcels that may become future developments ("TC Properties"); and

WHEREAS, the Town makes arrangements with developers for the construction of public improvements, such as roads like the Improvement when reviewing a development application; and

WHEREAS, should TC, or their successors and assigns, develop its parcels, Developer wishes recover a portion of the costs of the Improvement due to the benefit by the TC Properties; and

WHEREAS, the Town agrees to use best efforts to obtain cost recovery from TC or their successors and assigns to reimburse Developer's actual costs to construct the Improvement based on the relative proportion of projected use by TC's and Developer's respective developments, as determined by objective traffic generation counts; and

WHEREAS, an estimate of the of the costs of the Improvements is described on **Exhibit D** and defined herein as the "Reimbursable Costs".

NOW, THEREFORE, for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth in full.

2. Term. This Agreement shall expire ten (10) years from the date of execution. After such expiration, all of the rights of Developer shall be null and void and Developer shall have no further right to reimbursement for any Reimbursable Costs pursuant to this Agreement.

3. Conditions Precedent. This Agreement is contingent upon all of the following conditions precedent:

   3.1. Final approval by the Town of the Improvement pursuant to the Developer's PUD application and approval.

   3.2. Final approval of PUD applications submitted by TC, or their successors and assigns.

   3.3. Analysis and publication by the Town of an objective traffic generation analysis demonstrating the proportionate use of the Improvement by residents of the developments owned by Developer and TC.

4. Cost Recovery. The Town, in good faith, shall use best efforts to collect a portion of the Reimbursable Costs from TC, or their successors and assigns, upon final approval of land use and/or subdivision applications submitted for the TC Properties and prior to the earlier of final plat recordation or building permit issuance. Along with the Reimbursable Costs, the Town shall collect from TC interest at two percent (2%) per year from the date the Town accepts the finalized Improvement.. The Town shall not be required to reimburse to Developer more money than it actually collects. Failure by the Town to collect the Reimbursable Costs will not subject the Town to any liability, obligation, or debt to Developer, its successors or assigns. Notwithstanding the foregoing, subject to the provisions of this Agreement, the Town shall reimburse Developer for all Reimbursable Costs actually collected by the Town and shall send Developer such payments within thirty (30) days of receipt subject to Section 5. If the Town does not reimburse Developer after the Town collects such payments from TC, its successors or assigns, then Developer may exercise all legal remedies. The Town may offset any Reimbursable Costs it collects from TC against any unpaid fees, debts, or obligations of Developer to the Town. The Town shall provide Developer with notice, in accordance with Section 15, of the Town's intent to offset any collected Reimbursable Costs against unpaid fees, debts, or obligations described in the notice and provide Developer with a reasonable opportunity to cure.

5. Determination of Reimbursable Costs. Developer shall provide the Town with evidence of the actual costs of the Improvement in the form of receipted bills, canceled checks, and contracts. Developer shall submit all invoices or other documentation requested by the Town to confirm Developer's actual costs of the Improvement within sixty (60) days of the Town's acceptance of the Improvement. Failure to submit evidence sufficient to enable the Town to determine Developer's actual costs for the Improvement shall void Developer's right to reimbursement for the Improvement. Developer shall be deemed to have failed to submit sufficient evidence if, as soon as reasonably possible after Developer's original timely submission of evidence, the Town notifies Developer in writing that the documentation submitted is inadequate, and after the Town provides such written notice, Developer thereafter fails to respond to such

notice within sixty (60) days. Based on the information submitted by Developer to Town, the Town shall determine the actual costs of constructing the Improvement.

Regardless of Developer's claimed costs incurred in constructing the Improvement, the Town has the authority through its Town Manager or designee, in the exercise of his or her reasonable discretion, to determine the the actual costs of constructing the Improvement. The purpose of this provision is to prevent unrelated, unjustified, unreasonable, or excess costs from being passed on to TC, or its successors or assigns, and to ensure that Developer exercises reasonable control over costs of construction. If the Town disapproves of any of Developer's claimed costs, the Town shall attempt to meet and confer with Developer to resolve the dispute. If the Parties cannot resolve the dispute within thirty (30) days of the Town's invitation to meet and confer, the Town Manager shall have ultimate authority to determine the actual costs of constructing the Improvement.

The amount of the Reimbursable Costs subject to cost recovery under this Agreement shall be the lesser of (a) the Reimbursable Costs identified on **Exhibit D** or (b) the actual costs of constructing the Improvement as determined by the Town. The relative proportion of projected traffic use of the Improvement by the R2 Property and the two TC Properties shall be the basis for calculating the cost recovery to which Developer is entitled. The relative proportion of projected use of the Improvement shall be determined by the Town calculating the traffic impact of the of the R2 Property and the TC Properties on the Improvement as described in traffic engineering reports submitted to the Town. The responsibility of each property for its relative proportion of projected use of the Improvement for cost recovery purposes is each property's individual traffic impact on the Improvement divided by the total traffic impact of the R2 Property and the TC Properties on the Improvement. In the event that a traffic engineering report for one of the properties has not been submitted to the Town at the time that a cost recovery obligation may arise under Paragraph 4, the Town may substitute estimated traffic counts for such property based on the zoning, anticipated density and traffic generation on the Improvement. For purposes of example, if traffic engineering reports identified total daily trip counts impacting the Improvement for the R2 property as 400 trips per day, for the 1st TC property as 200 trips per day, and for the 2nd TC property as 400 trips per day, the relative proportion of projected use of the Improvement for cost recovery purposes would be: R2 Property 40%, 1st TC property 20% and 2nd TC property 40%. Cost recovery payments are not subject to recalculation at a later date or subsequent cost recovery event.

6. Payment of Town Costs to Determine Reimbursable Amount. Developer shall reimburse the Town for the Town's actual costs incurred in determining the amount subject to possible reimbursement, and efforts to collect the Reimbursable Costs and remitting payment to Developer.

7. Construction and Contractor Oversight

7.1. Developer shall be responsible for selecting a contractor to construct the Improvement.

7.2. The Town Engineer may inspect and observe construction of the Improvement at any time. Developer shall construct the Improvement to the Town's satisfaction as provided for in the Subdivision and PUD Development Agreement for Castle Valley Ranch, Filing 13, 9 North Wild Horse Drive.

8. Indemnification. Developer agrees to indemnify, defend, and hold the Town, its officials, agents, employees, and contractors, harmless from any expense, liability, or claim for death, injury, loss, damage, or expense to persons or property which may arise or is any way related to: Developer's design or construction of the Improvement; or Developer's performance under this Agreement, or that of its contractors or agents; or any litigation or action under this Agreement. Notwithstanding the foregoing, Developer shall have no duty to indemnify the Town for any expense, liability, or claim for death, injury, loss, damage, or expense to persons or property that may arise from the sole negligence or willful misconduct of the Town, its officials, agents, employees, and contractors. With regard to any lawsuit or claim filed under this Agreement, the indemnity obligation shall extend until final resolution of the lawsuit or claim and satisfaction of the Town's related liability, loss, and expense.

9. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of New Castle Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

10. Assignability. Developer shall not assign this Agreement without the Town's prior written consent.

11. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Garfield, State of Colorado.

12. Entire Agreement/Amendment. This Agreement represents the entire integrated agreement between the Town and Developer regarding reimbursement for the Improvement and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the Town and Developer.

13. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

15. Notices. All notices, demands, invoices, or written communications to the parties required or permitted hereunder shall be in writing and delivered personally or by U.S. mail, postage prepaid, to the following addresses or such other address as the parties may designate in accordance with this section:

The Town	Town of New Castle P.O. Box 90 New Castle, CO 81647
With a copy to:	David H. McConaughy, Esq. Garfield & Hecht, P.C. 901 Grand Avenue, Suite 201 Glenwood Springs, CO 81601 Email: dmcconaughy@garfieldhecht.com
Developer	R2 Partnership, LLC Attn: Barry Rosenberg PO Box 9833 Cincinnati, OH 45209 Email: b.rosenberg@r2partners.com

16. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Developer, the prevailing Party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

TOWN OF NEW CASTLE, COLORADO

_____
Art Riddile, Mayor

ATTEST:

_____
Town Clerk

R2 PARTNERSHIP, LLC

By:_____

Name:_____

Title:_____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2025 by _____.

Witness my hand and official seal.

My commission expires:_____.

_____
{S E AL} Notary Public

Exhibit A

Description of Developer Property

Exhibit B

Improvements

Exhibit C

TC Property

Exhibit D

Reimbursable Costs

EXHIBIT N

WATER LEASE

This WATER LEASE (the "Lease") is made and entered into this __th day of _____, 2025 by and between CTS INVESTMENTS, LLC, a Colorado limited liability company ("Lessor"), whose address is 4829 County Road 154, Glenwood Springs, CO 81601, and the TOWN OF NEW CASTLE, COLORADO, a Colorado home rule municipality, and the TOWN OF NEW CASTLE, COLORADO, WATER AND SEWER ENTERPRISE (hereinafter individually or together referred to as the "Town" or "Lessee"), whose address is P.O. Box 90, New Castle, CO 81647.

RECITALS

A. Lessor is the owner of (a) 0.0141 c.f.s. of the Coryell Ditch water right, Priority No. 11, adjudicated on May 11, 1889 in Civil Action No. 103, District Court in and for Garfield County, from East Elk Creek with an appropriation date of June 1, 1883 and (b) 0.0247 c.f.s of 9.9 c.f.s. of the Coryell Ditch, Third Enlargement, adjudicated in Civil Action No. 3431, District Court, Garfield County, on January 11, 1943, as Priority No. 220-S in former Water District No. 39, from East Elk Creek for irrigation purposes with an appropriation date of March 4, 1921 (collectively the "Water Right").

B. The Water Right is subject to that certain water court decree and plan for augmentation adjudicated in Case No. 87CW373, District Court, Water Division 5, entered on August 22, 1991 (the "Augmentation Plan").

C. A portion of Lessor's property within the Town is being developed and requires a temporary irrigation supply to establish native vegetation for a period of three years.

D. The Town owns and operates a municipal water treatment and distribution system that diverts water from East Elk Creek upstream of the Coryell Ditch (the "Municipal System").

E. The parties have agreed that Lessor will lease the Water Right to the Town for use in connection with the Municipal System pursuant to the terms and conditions stated in this Lease.

TERMS

It is agreed by and between the parties as follows:

1. The preceding recitals are incorporated by reference as affirmative representations and acknowledgments of the parties hereto.

2. Lessor hereby leases the Water Right for a term ending November 15, 2028. The Lease is granted without payment in consideration of the Town's approval of development of a portion of Lessor's property.

3. The Town shall not apply for or affect any change of the leased Water Right in any administrative or Water Court proceeding during the term of this Lease without Lessor's written consent.

4. Lessor represents and warrants that it has not leased the Water Right to any other party; and that Lessor has good right and authority to make and enter into this Lease.

5. The Town shall use the Water Right solely for the purposes of effectuating a temporary use or implementation of the Plan for Augmentation or diversion at the Red Rock Ditch and the New Castle Water Works System and Pipeline. The Town agrees to comply with applicable court decrees related to the Water Right.

6. Delivery of the Water Right to Lessee shall be made by Lessor ceasing diversion of the Water Right during the term of the Lease. During the term of this Lease, Lessor shall not irrigate the acreage associated with the Water Right, as determined in reference to the Plan for Augmentation.

7. The parties acknowledge that, from time to time, conditions beyond the control of Lessor may arise which would prevent the delivery of the Water Right to Lessee. Such conditions may include severe drought or natural disasters. To the extent Lessor is unable to deliver the Water Right to Lessee because of such conditions, Lessor's obligation to deliver the Water Right to Lessee shall be suspended during the existence of such conditions.

8. The parties to this Lease have entered into other agreements related to the development of Lessor's property within the Town. Nothing in this Water Lease shall be deemed to modify or supersede those agreements in any way.

Signed effective as of the date first set forth above.

LESSOR:

CTS INVESTMENTS, LLC
a Colorado limited liability company

By: _____
CTS Services LLC, its manager
By: Steven E. Craven, Manager

LESSEE:

TOWN OF NEW CASTLE, COLORADO,
a Colorado municipal corporation

By: _____
David Reynolds, Town Administrator

ATTEST:

_____
Town Clerk

TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. TC 2025-7

A RESOLUTION OF THE NEW CASTLE TOWN COUNCIL APPROVING A SUBDIVISION AND PUD DEVELOPMENT AGREEMENT FOR CASTLE VALLEY RANCH, FILING 13, 9 NORTH WILD HORSE DR

WHEREAS, R2 Partnership, LLC, an Ohio limited liability company ("Applicant"), is the owner of certain real property located within Castle Valley Ranch in the Town of New Castle, Colorado, more particularly described on **Exhibit A** hereto (the "Property"); and

WHEREAS, on June 26, 2024, the Planning & Zoning Commission approved a Preliminary PUD Development Plan ("Preliminary Plan") and Preliminary Plat ("Preliminary Plat") for the Property; and

WHEREAS, at a duly noticed public meeting on November 13, 2024, Applicant submitted an application requesting approval of a Final PUD Development Plan ("Final Plan") and a Final Plat (the "Final Plat") for the Property (collectively, the "Application") to the Town of New Castle Planning & Zoning Commission ("Commission"), which recommended that Town Council approve such Application with conditions; and

WHEREAS, pursuant to Code Section 16.36.060, Town Council held a duly-noticed public meeting on February 18th, 2025 (1st reading) and March 4th, 2025 (2nd reading), to consider the Application and vested rights for the Final Plan; and

WHEREAS, pursuant to Ordinance 2025-1, Town Council approved the Application subject to conditions, including the requirement that Town Council approve by resolution a subdivision improvements agreement for the Property; and

WHEREAS, Town Council now desires to approve the Subdivision and PUD Development Agreement for Castle Valley Ranch, Filing 13, 9 North Wild Horse Dr (the "Agreement") attached hereto as Exhibit B as provided in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE NEW CASTLE TOWN COUNCIL:

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

2. Approval of the Agreement. Town Council hereby approves the Agreement in substantially the form attached as Exhibit B, subject to non-substantive edits approved by the Town Attorney, and the Mayor is hereby authorized to sign the same on behalf of the Town.

4. Effective Date. This Resolution shall take effect upon passage.

INTRODUCED, PASSED, AND ADOPTED by a vote of __ to __ at a regular meeting of the New Castle Town Council held on March 4, 2025.

TOWN COUNCIL OF TOWN OF
NEW CASTLE, COLORADO

_____
Art Riddile, Mayor

ATTEST:

_____
Mindy Andis, Town Clerk

EXHIBIT A

Legal Description

Lots 1, 2 and 3, and Parcels 1 and 2 according to the Final Plat of Castle Valley Ranch Filing 13, PA 8 & PA 9, recorded in the public records of Garfield County as Reception No. _____.

EXHIBIT B

Subdivision and PUD Development Agreement

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

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

To: Town Council

From: Paul Smith

Re: Council – Hear and provide comment on the proposed Belodi Creek Ranch ("BCR") development proposal for a 290 unit mini-storage and outdoor storage yard situated within New Castle's Urban Growth Boundary

Date: 3/12/2023

Purpose:

Garfield County has requested referral comment on the proposed Ule Mini Storage located south of New Castle town limits along County Road 335 (See "Vicinity Map" below) across from Riverpark Condos. Garfield County and the town of New Castle share a commitment to intergovernmental cooperation in development within the country proper, but in the vicinity of the Town's Urban Growth Boundary ("UGB"). Both agencies realize land use within this area can greatly affect the local community and find it therefore necessary to solicit comment from those potentially affected.

The BCR proposal includes the following:

- 290 units built in three phases; Outdoor storage proposed as an interim use until completion;
- The property will be fenced with "blinders" panels (i.e. screened fence) and gated;
- 24/7 onsite surveillance;
- Downward facing exterior lighting;

The property is designated as (R) or "Rural" which allows for mini-storage and general storage on the property. The Town of New Castle Comprehensive Plan ("CP") designates this are as "Rural Low Density" (pg. 40) characterized by the following uses:

- Large lot single-family and rural agricultural uses;
- Working ranches/farms, ranchettes;
- Open pasture;
- Rural trail systems;
- Lower traffic volumes;
- Active parks;

Generally, the Town recommends that all uses within the Urban Growth Boundary demonstrate significant compliance with the CP. Council, therefore, will need to determine whether the proposed mini-storage complies and, if not, provide the county with recommendations towards that end.

In addition to the question of consistency to the CP, Staff has produced the following list of additional considerations for the applicant:

1. Has a geohazard study been performed to determine the risks of rock fall and any need for mitigation?
2. Does a traffic study demonstrate the adequacy of the ingress, egress, and connection to CR335 and adequacy of the intersection of CR335 at Bruce Rd. (i.e. highway interchange)?
3. Will a fire flow tank system be necessary in case of structure fire?
4. Is Xcel reviewing the proposal? Xcel requires a 60' easement for their transmission line upgrade. Site plan only shows 30'.

Finally, since the access and watershed permits provided in the application are invalid for the future proposed used (as discussed in the town engineer letter from 3/12/25) the applicant will be asked to resubmit respective applications in light of these changes.

Cole Ule (property owner and developer) is here tonight to present his vision for the property. To be sure, Council is not approving anything related to the applications. However, the county will want to hear any concerns, recommendations, or commendations in context with New Castle's Comprehensive Plan. Comments will be compiled by Staff and forwarded to Garfield County for their consideration.

Thank you,
Paul

Garfield County

Community Development Department
108 8th Street, Suite 401
Glenwood Springs, CO 81601
(970) 945-8212
www.garfield-county.com

LAND USE CHANGE PERMIT APPLICATION FORM

TYPE OF APPLICATION

☐ Administrative Review	☐ Development in 100-Year Floodplain
☑ Limited Impact Review	☐ Development in 100-Year Floodplain Variance
☐ Major Impact Review	☐ Code Text Amendment
☐ Amendments to an Approved LUCP ☐ LIR ☐ MIR ☐ SUP	☐ Rezoning ☐ Zone District ☐ PUD ☐ PUD Amendment
☐ Minor Temporary Housing Facility	☐ Administrative Interpretation
☐ Vacation of a County Road/Public ROW	☐ Appeal of Administrative Interpretation
☐ Location and Extent Review	☐ Areas and Activities of State Interest
☐ Comprehensive Plan Amendment	☐ Accommodation Pursuant to Fair Housing Act
☐ Pipeline Development	☐ Variance
☐ Oil & Gas Development	☐ Oil & Gas Development Amendment
☐ Time Extension (also check type of original application)	

INVOLVED PARTIES

Owner/Applicant

Name: Belodi Creek Ranch, LLC / Cole Ule **Phone:** (970) 618-8137

Mailing Address: 7999 County Road 312

City: New Castle **State:** CO **Zip Code:** 81647

E-mail: sledneck026@yahoo.com

Representative (Authorization Required)

Name: Cole Ule **Phone:** (970) 618-8137

Mailing Address: 7999 County Road 312

City: New Castle **State:** CO **Zip Code:** 81647

E-mail: sledneck026@yahoo.com

PROJECT NAME AND LOCATION

Project Name:

Ule Mini Storage

Assessor's Parcel Number: 2181-013-00-248

Physical/Street Address: TBD County Road 335 / Tract 17 & 18

Legal Description: Section: 1 Township: 6 Range: 91 PARCEL OF LAND SITUATE IN SECTIONS 1 AND 12, BEING MORE PARTICULARLY DESCRIBED AS "TRACT 18" PER PLAT OF GRAND HOGBACK RANCHES

Section: 1 Township: 6 Range: 91 PARCEL OF LAND SITUATE IN SECTIONS 1 AND 12, BEING MORE PARTICULARLY DESCRIBED AS "TRACT 17" PER PLAT OF GRAND HOGBACK RANCHES

Zone District: Rural **Property Size (acres):** 36.24ac & 36.33ac

PROJECT DESCRIPTION

Existing Use: Vacant Rural Land

Proposed Use (From Use Table 3-403): Storage & Storage, mini

Description of Project: Mini storage / storage facility

REQUEST FOR WAIVERS

Submission Requirements

- ☐ The Applicant requesting a Waiver of Submission Requirements per Section 4-202. List:
  Section: F - Landscape Plan Section: M - Wastewater Management/Treatment Plan
  Section: J - Development Agreement Section: Affordable Housing Plan

Waiver of Standards

- ☐ The Applicant is requesting a Waiver of Standards per Section 4-118. List:
  Section: 7-1001 / B (100ft Outdoor Storage Setback) Section: _____
  Section: _____ Section: _____

I have read the statements above and have provided the required attached information which is correct and accurate to the best of my knowledge.

_____ 1-22-2025

Signature of Property Owner or Authorized Representative, *Title* **Date**

OFFICIAL USE ONLY

File Number: _ _ _ _ - _ _ _ _ **Fee Paid: $**_____

Belodi Creek Ranch, LLC
7999 County Road 312
New Castle, CO 81647
Storage & Storage, Mini Project

Project Purpose & Scope of Project

The purpose of this project is to bring much needed storage capacity to the area.

Every current facility in the area has large waiting lists or just simply turns people away when they call in to inquire about availability. As the valley and surrounding area continues to develop, the need for more storage continues to grow. This project would bring in more storage availability to help meet the demand of the area. Everyone from the average person storing their recreational gear, to the new people moving their personal belongings into town, to the local business owner that needs space to store their tools will be able to benefit from this storage capacity increase.

This approx. 290 unit project will be built out in phases (as seen in the attached colored site map).

-Phase 1 of approx. 110 units would start immediately after the special use permit is obtained.

-Phase 2 of approx. 78 units would start as soon as Phase 1 has been built and mostly occupied by tenants.

-Phase 3 of approx. 102 units would start as soon as Phase 1 & 2 are mostly occupied by tenants.

The project would be built out in that method in order to have the already filled units help in cash flowing the construction of the next phase.

In the meantime, while the next phase(s) is/are sitting vacant of buildings, that area will be used as outdoor storage for tenants. Items that would be in this outdoor storage area may include: RVs, Boats, Rafts, Trailers, Snowmobiles, ATVs/UTVs, etc....

N

GRAPHIC SCALE
30 0 15 30 60 120
(IN U.S. SURVEY FEET)
1 inch = 30 ft.

LEGEND

- PROPERTY BOUNDARY
- PROPOSED DRAINAGE PIPE
- SILT FENCE
- 7170 EXISTING MAJOR CONTOUR
- 7171 EXISTING MINOR CONTOUR
- 7170 PROPOSED MAJOR CONTOUR
- 7171 PROPOSED MINOR CONTOUR

TRM:	TURF REINFORCEMENT MAT
FL:	FLOW LINE
STA:	STATION
FG.	FINNISH GRADE
CL:	CENTER LINE
R:	RADIUS
L:	LENGTH
FES:	FLARED END SECTION

PROPERTY LINE
COLORADO RIVER ROAD
CR 335
PARK DRIVE
60' RIGHT-OF-WAY
75' ACCESS, UTILITY AND DRAINAGE EASEMENT
EXIST. CULVERT 30" HDPE STORM-2
EXIST. CULVERT 24" HDPE STORM-3
RIP RAP LINED TAIL WATER BASIN
RIP RAP LINED SWALE SEE DETAIL
EXISTING OVERHEAD ELECTRIC
EXISTING UTILITY POLE
SNOW STORAGE
PROPOSED WEST STORMWATER BASIN VOL: 0.086 AC-FT
PROPOSED EAST STORMWATER BASIN VOL: 0.252 AC-FT
CONCRETE APRON SEE DETAILS
PROPOSED 86 L.F. ~ 18" CMP
18" FLARED END SECTION
REMOVE EXISTING CULVERT GRADE ROADSIDE DITCH
EXTEND CULVERT MOVE EXIST. F.E.S.
PROPOSED 145 LF 18" CMP CULVERT
ASPHALT MILLINGS
DITCH
AUTOMOBILE TURNAROUND
MAINT. STORAGE BUILDING
PROPOSED PARKING
BUILDING A
BUILDING B
BUILDING C
BUILDING D
BUILDING E
BUILDING F
BUILDING G
BUILDING H

18

17

NOT FOR CONSTRUCTION

FOR PRELIMINARY REVIEW 12/13/24

FOR AND ON BEHALF OF HIGH COUNTRY ENGINEERING, INC.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987
OR 534-1677 00 IN METRO DENVER

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

NO.	DATE	REVISION	BY

drawn by: HCE
checked by: HCE
date: DEC. 2024
file: SP-01

HIGH COUNTRY ENGINEERING, INC.
1517 BLAKE AVENUE, STE 101.
GLENWOOD SPRINGS, CO 81601
PHONE (970) 945-8676 · FAX (970) 945-2555
www.hceng.com

BELODI CREEK RANCH, LLC
GARFIELD COUNTY, COLO.

SPECIAL USE PERMIT SUBMITTAL

SITE PLAN

TRACTS 17 AND 18 GRAND HOGBACK RANCHES

PROJECT NO.
2231025.00
SPECIAL USE

SHEET NUMBER
SP-01

N

GRAPHIC SCALE
-20 0 10 20 40 100
(IN FEET)
1 inch = 20 ft.

LEGEND

- PROPERTY BOUNDARY
- PROPOSED DRAINAGE PIPE
- SILT FENCE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- 7170 PROPOSED MAJOR CONTOUR
- 7171 PROPOSED MINOR CONTOUR
- RBM: RAPP REINFORCEMENT MAT
- FL: FLOW LINE
- STA: STATION
- FG: FINISH GRADE
- CL: CENTER LINE
- R: RADIUS
- L: LENGTH
- FES: FLARED END SECTION

PROPERTY LINE

COLORADO RIVER ROAD

PROPERTY LINE

CR 335

PARK DRIVE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

EXISTING OVERHEAD ELECTRIC

EXISTING OVERHEAD ELECTRIC

Phase 1

Phase 3

Phase 2

18

17

NOT FOR CONSTRUCTION

FOR PRELIMINARY REVIEW 12/13/24

FOR AND ON BEHALF OF HIGH COUNTRY ENGINEERING, INC.

NO.	DATE	REVISION	BY

HIGH COUNTRY ENGINEERING, INC.
517 RAILWAY BLVD. SUITE 101
GLENWOOD SPRINGS, CO 81601
PHONE (970) 945-1545 FAX (970) 945-7476
www.hcerg.com

BELOW CREEK RANCH, LLC
GARFIELD COUNTY, COLO.

SPECIAL USE PERMIT SUBMITTAL
SITE PLAN
TRACTS 17 AND 18 GRAND HOGBACK RANCHES

PROJECT NO.
2231025.00
SPECIAL USE

SHEET NUMBER
SP-01

March 12, 2025

Mr. Dave Reynolds, Town Administrator
Garfield County Community Development
108 8th Street, Suite 401
Glenwood Springs, Colorado 81601

RE: Grand Hogback Ranches, Lots 17 and 18
Proposed Mini Storage Application to Garfield County
Cursory Review of Limited Impact Review Submittal Package

Dear Dave,

The purpose of this letter is to provide our initial comments per our review of data presented to the Garfield County Community Development Department for Cole Ule for the purpose of obtaining a Limited Impact Review approval from the Garfield County Commissioners. Given the short timing afforded the Town to provide referral comments for this Limited Impact Review, we have not had an opportunity to properly delve into the specifics of the application to review the validity of the information required of the County's Land Use Code. Based on our cursory review, the following comments are noted:

1. First and foremost, the application contains our letter of technical concurrence for the access permit and the watershed permit within the Town of New Castle. Inclusion of this letter is misleading to the County as It is very important to note that these permits were for the review of a **prior application that did not mention any storage/mini-storage uses** on site. The only uses mentioned were in support of the residential (with A.D.U) and personal equipment storage. Therefore, the validity of the approvals for this application is not applicable to this proposed use.

2. The County's Limited Impact Review submittal requirements require the following to be submitted:

    a. General application materials
    b. Vicinity Map
    c. Site Plan
    d. Grading and Drainage Plan
    e. Landscape Plan
    f. Impact Analysis
    g. Development Agreement
    h. Improvements Agreement
    i. Traffic Study
    j. Water Supply/Distribution Plan
    k. Wastewater Management/Treatment Plan

    In addition, the submittal requirements require a demonstration of compliance with Section 7-107 of the County's Land Use Code.

The County's pre-application meeting report of November 2024 identified additional requirements that needed to be submitted/addressed with the application "snipped" as follows:

> The impact analysis should address any possible conflicts the proposed uses would have with the neighboring residential uses. The storage uses are classified as industrial uses and will need to meet *Section 7-1001's* specific standards or provided analysis indicating a waiver of those standards is appropriate (see below).
>
> There are known mine reclamation projects within the area that the application will also need to address. A lot merger may be required subject to staff review. Although landscape standards isn't required for industrial uses, a landscape plan is needed to address any vegetation due the topography on the site.
>
> The application should include materials to fulfill any Waiver of Submittal Requirements (*Section 4-202)* and Waiver of Standards (*Section 4-118)* requests.

The impact analysis is silent/inadequate on the possible conflicts that the proposed uses would have with the neighboring residential uses. Likewise, the application does not speak to the known mine reclamation projects in the area. Likewise, the landscape plan is not provided/inadequate.

The application does request the following waivers from the submittal requirements:

1. Landscape plan
2. Development agreement
3. Wastewater Management/Treatment Plan
4. Affordable Housing

It also requests a waiver of standards for the 100' Outdoor Storage Setback.

Part and parcel to the Impact Analysis requirement are the need to evaluate the impacts as related to geologic hazards and traffic. Given the additional impacts anticipated with the traffic and the potential for geologic hazards, the impact analysis needs to be further evaluated noting the deficiencies in the application requirements outlined in the pre-application conference and the fact that rockfall hazards are "likely" and should be addressed per the attached Rockfall Simulation Analysis for Riverside Park PUD (downhill of this proposed use). Likewise, further study of traffic and any evaluation needs for design modifications are necessary as this use will add an additional 421 traffic trips per day to the intersection on top of the anticipated traffic from the proposed Nutrient Farm uses currently under review by the County. The combination of all uses (including the Coal Seam application) may trigger the need for improvements at the south end of the river bridge for the spur road.

In summary, the following should be communicated to the County regarding this application prior to any disposition of the application by the County:

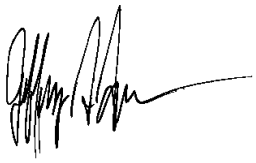
1. Provide additional impact analysis as follows:
    a. Rockfall Hazard analysis and mitigation design as may be needed

   b. Traffic study, including providing counts and realizing the cumulative effect that all proposed uses using CR 335 at the south end of the river bridge may trigger necessary improvements to mitigate traffic problems/congestion.
   c. Land use compatibility to the neighboring residential land uses. Land use compatibility with the Town's 3-mile plan.
   d. Address known mine reclamation projects
2. Provide a more robust landscape plan to mitigate visual impacts beyond just erosion and drainage control.
3. Provide a more detailed grading plan to assure the inclusion of the buildings does not impair the intent of the drainage plan.
4. Evaluate the structural adequacy and long term durability of the asphalt millings for the intended use and the means to provide dust control and maintenance of the surfaces. Why is paved access not proposed?
5. Incorporate the inclusion of paved access and update the drainage report/plan considering such.
6. Provide complete lighting plan that identifies the specific location of proposed lights and their specific illumination patterns.
7. Provide the locations of snow storage proposed for the site that will accommodate an area of 15% of the area to be plowed.

In addition to the foregoing, Council should also weigh in on the applicant's "waivers" from the submittal requirements as well as the waiver of the 100' Outdoor Storage Setback. The latter of the two is critical to the standards trying to address compatibility with neighboring residential lands uses, landscaping, screening, etc….

Upon receipt and review of this letter if you have any questions, please don't hesitate to contact me.

Respectfully,
SGM



Jefferey S. Simonson, PE
Principal/Town Engineer

Riverside
3.4.3

HP Geotech
HEPWORTH - PAWLAK GEOTECHNICAL

Hepworth-Pawlak Geotechnical, Inc.
5020 County Road 154
Glenwood Springs, Colorado 81601
Phone: 970-945-7988

Fax: 970-945-8454
email: hpgeo@hpgeotech.com

April 16, 2004

Wintergreen Homes
Attn: Jeff Spanel
P.O. Box 1530
Avon, Colorado 81620

Job No. 101 449

Subject: Rockfall Simulation Analysis, Proposed Riverside Park PUD, Lot 1, County Road 335, New Castle, Colorado.

Dear Mr. Spanel:

As requested, we have performed a rockfall simulation analysis to evaluate the potential impacts to the proposed development at the subject site. The analysis was performed as a supplement to our geotechnical review of Lot 1 (Hepworth-Pawlak Geotechnical, 2004). A vicinity map of the project site is shown on Figure 1. The Colorado Rockfall Simulation Program (CRSP Version 4.0) was used to generate statistical probabilities for rockfall impacts to Lot 1 based on the cross section location and profile shown on Figures 1 and 3. Evaluation of potential debris flow impacts on the project site is not part of this study, but should be considered in the geologic hazards mitigation plan for the development.

Development Plan: The townhome development proposed for Lot 2 is proposed to be expanded into Lot 1. The expansion will consist of four additional multi-level wood frame structures, 3 townhome buildings and one commercial building. Grading for the structures is assumed to be relatively minor with cut depths between about 4 to 10 feet. A west entrance into the project is proposed through Lot 1.

Rockfall Character and Potential: A prominent sandstone outcrop near the top of Coal Ridge to the southwest of Lot 1 is a potential start zone for rockfall that could potentially reach the proposed building sites on the lot. Large sandstone blocks, many of which are the result of previous rock falls, are present near the proposed building sites on Lot 1. Some of the sandstone blocks are very large with a maximum dimension of about 12 feet and an estimated weight of about 75 tons, but typically the blocks have maximum dimension of less than 5 feet and an estimated weight of less than about 5 tons.

In our opinion, rockfall is still an active geologic process in the area. However, without long-term observations, that are not available, it is not possible to make rigorous statistical estimates of rockfall recurrence frequencies at the proposed building sites. The statistical recurrence frequency for rockfall at the site is likely long and may be greater than 100 years. Although infrequent, if a rockfall were to reach the proposed buildings it could result in severe structural damage and could harm the building's occupants. If this risk is not acceptable then rockfall mitigation to reduce the potential risk should be

considered. Possible mitigation concepts are presented below in the "Rockfall Mitigation Concepts" section of this report.

Rockfall Mitigation Concepts: As discussed in the preceding section, rockfall events appear to be infrequent but in the unlikely event that a rockfall were to reach the proposed buildings, there is a potential for building damage and harm to the occupants of the buildings. It should be possible to reduce these risks with a massive catching structure located upslope of the buildings shown on Figure 2. The function of the catching structure is to stop the design rockfall before it reaches the buildings and to reduce its velocity. It should be possible to design the structure to provide a reasonable level of safety for the building's occupants but it may not be possible to prevent some property damage as a result of rockfall.

An MSE wall with nearly a vertical uphill face and a sloped downhill face is shown on Figure 3 as a possible catching structure but other types of structures may be possible. Other options are a two sided MSE structure or a massive concrete structure. Other components of the catching structure design typically include a wide, nearly level uphill approach bench with a gravel layer to reduce rockfall energy. Topographic constraints on Lot 1 may limit the required width of the approach bench and therefore, maximum rockfall energies will probably need to be considered in the barrier design. The height and width of the structure will depend on the risk level the owner and government regulatory agencies are willing to accept. The relationship between the structure height and potential risk are discussed below in the "Geotechnical Design Considerations" section of this report. The length of the wall should be assumed to extend at least 100 feet beyond the building footprints and 100 feet into Lot 2 for conceptual design purposes. The west entrance proposed on Lot 1 could be moved to Lot 2 or the rockfall barrier could be overlapped to provide access though the barrier.

Geotechnical Design Considerations: Geotechnical parameters for design rockfall that can be used by your civil and structural engineers in developing a risk mitigation plan for the proposed development are presented below. When the mitigation plan has been developed, we should review the plan to determine if it is consistent with the intent of our recommendations. It may be feasible to incorporate debris flow mitigation with the rockfall mitigation barrier. This option should be further evaluated as part of the conceptual development plan.

DESIGN ROCKFALL

Considering the site conditions, rockfall mitigation will require a massive catching structure located upslope of the proposed buildings. The Colorado Rockfall Simulation Program (CRSP version 4.0) was used to develop design parameters for rockfall mitigation. It was assumed that the catching structure would be located along the southwestern property line adjacent to County Road 335, see Figure 2. For simulation modeling, we used a spherical shaped rock with a diameter of 6.5 feet and a weight of 12 tons. This would be the equivalent size of a rock block that is one standard deviation greater than the average size of 14 of the larger rockfall blocks measured at the project

site. The design rockfall was considered to start at the top of Coal Ridge and travel to the site along a path parallel to Section A-A' shown on Figure 1. CRSP coefficients were adjusted to produce a rockfall runout on the lower parts of the alluvial fans below the proposed structures. The preliminary modeling was based on the existing topography and assumed that an approach bench would not be possible due to topographic constraints.

Results of the CRSP model are presented on Table 1. The choice of design parameters from Table 1 to be used in designing the structure will depend on the risk level the owner and government regulatory agencies are willing to accept. We recommend that the proposed rockfall barrier be designed using a design rockfall protection probability of 98% (2% Exceedence Probability) for the proposed buildings on Lot 1 and 100 feet into Lot 2. A higher exceedence probability can probably be considered for the parking lot protection.

Limitations: This report has been prepared according to generally accepted geotechnical engineering principles and practices in this area, at this time. We make no warranty either express or implied. The conclusions and recommendations submitted in this report are based upon the data obtained from surface observations, analytical modeling and our experience in the area. This report has been prepared exclusively for our client for preliminary design purposes. It is an assessment of the risks and provides information that can be used by your civil and structural engineers in developing a risk mitigation plan for the proposed development. When the mitigation plan has been developed, we should review the plan to determine if it is consistent with the intent of our recommendations and to conduct additional analysis for the design as needed. We are not responsible for technical interpretations by others of our information.

If you have any questions or require further assistance, please call our office.

Sincerely,

HEPWORTH - PAWLAK GEOTECHNICAL, INC.

Arthur D. Buck
Engineering Geologist

Reviewed by:

Steven L. Pawlak, P.E.

STEVEN L. PAWLAK REGISTERED 15222 4/19/04 PROFESSIONAL ENGINEER STATE OF COLORADO

ADB/ksw

Attachments: Figure 1 – Location of Rockfall Cross Section
Figure 2 Proposed Rockfall Barrier Location
Figure 3 – Rockfall Cross-Section
Table 1 – Design Rockfall Dynamic Parameters

Colorado River Fire Rescue

1850 Railroad Avenue • Rifle, Colorado 81650
Telephone: (970) 625-1243 • Fax: (970) 625-2963 • www.crfr.us

Paul Smith
Town of New Castle

March 13, 2025

RE: Belodi Creek Ranch Storage Facility

Paul,

I have reviewed the above listed storage facility located on CR 335 south of Town New Castle City Limits, Garfield County Land Use Change # LIPA 01-25-2025. The following are my requirements for the storage facility.

1. The facility shall have an address assigned by Garfield County. An address sign shall be posted at the access road entrance near the intersection of CR 335 and the facility access road. Address numbers shall meet requirements in the 2021 International Fire Code (IFC) Section 501.1.

2. This facility does not have any fire protection water supplies or fire hydrants. The 2021 IFC shows a required fire flow for the largest building of 2000 Gallons Per Minute (GPM) for two hours, which is 240,000 Gallons of water in storage. The fire flow also requires at least two fire hydrants installed. This calculation is used for municipal water supplies; this facility does not have access to the Town of New Castle water system. For this review, we used the National Fire Protection Association (NFPA) 1142, 2017 Edition, "Water Supplies for Suburban and Rural Fire Fighting," to calculate the needed firefighting water supply for this facility. 1142 uses a calculation based on building cubic feet, construction type, building use, and whether other buildings are close enough to catch fire (Exposure) from a burning building. We used the largest building in this facility to determine the needed water supply. The building was calculated to need 29,700 gallons of water and a fire flow of 1000 GPM. From the site plan, we measured the distance from west to east and north to south and found 726 feet. This distance determines the total number of fire hydrants needed based on the required IFC fire hydrant spacing of 450'. This site requires two fire hydrants.

3. The site plan shows an access road between buildings A and B with a 15' automobile turnaround on one end. CRFPD will use this road for fire access and cannot turn around a fire apparatus in the designed area. The turnaround area should be removed, and the access road shall be tied to the main entrance road with properly sized radiuses.

Colorado River Fire Rescue

1850 Railroad Avenue • Rifle, Colorado 81650
Telephone: (970) 625-1243 • Fax: (970) 625-2963 • www.crfr.us

4. In the proposed Land Use Change Document, the owner proposes a fence and gate around the facility. CRFPD requires a Knox Box or Knox Padlock for the facility's access gate. CRFPD can supply information on the Knox Box System that we use.

5. The owner states in the Land Use Document that this facility will not be staffed but monitored via security cameras. We will require the rental agreement to note that hazardous materials, in any quantity, may not be stored in buildings or storage units.

6. The site plan shows asphalt millings as the road surface on the main entrance road and the roads in between/around the storage buildings. Since no road design section is included in the document, we require the access roads and building roads to be designed to support the weight of the fire apparatus as outlined in the 2021 IFC Section 503.2.3. A Civil Engineer shall sign off on road structure design

This list of items could change or be added to at the time of permit once building plans are submitted and reviewed.

Thank you,

Orrin D. Moon, Division Chief/Fire Marshal

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

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

Memorandum

To: Mayor & Council

From: David Reynolds

Re: Agenda Item: Consider Resolution TC2025-08

Date: 03/18/2025

Purpose:
The purpose of this agenda item is to consider Council Resolution TC2025-08, which affirms the Town's financial commitment to the regional effort led by the Colorado River District to purchase and protect the Shoshone Water Rights.

Background:
In the summer of 2024, Amy Moyer, Director of Strategic Partnerships at the Colorado River District, provided a presentation to the Town Council regarding the importance of securing the historic Shoshone Water Rights. These rights play a crucial role in maintaining nonconsumptive uses of the Colorado River, benefiting municipalities, agricultural stakeholders, and recreational users throughout the Western Slope.

Following this presentation, the Town Council expressed its support for the initiative and, during the 2024 budget planning process, committed to setting aside $100,000 for this purpose. These funds are allocated but have not yet been expended, as the acquisition process remains underway.

Resolution Overview:
Resolution TC2025-08 serves as formal documentation of the Town's commitment to this effort. By adopting this resolution, the Town provides the Colorado River District with necessary confirmation that the funds remain reserved and available as the project progresses toward securing the water rights.

TOWN OF NEW CASTLE, COLORADO
TOWN COUNCIL RESOLUTION NO. TC2025-08

A RESOLUTION OF THE TOWN OF NEW CASTLE TOWN COUNCIL SUPPORTING THE COMMITMENT OF FUNDS FROM THE 2025 BUDGET TO SUPPORT THE COLORADO RIVER DISTRICT'S PURCHASE OF THE SHOSHONE WATER RIGHTS

WHEREAS, the Colorado River District was established in 1937 to protect Western Slope water users and to safeguard for Colorado all waters of the Colorado River to which the state is entitled; and

WHEREAS the historic non-consumptive Shoshone water rights on the upper Colorado River, amounting to 1.02 million acre-feet, were made available for purchase; and

WHEREAS, on December 19, 2023, Xcel Energy and the Colorado River District executed a Purchase & Sale Agreement (PSA) to transfer ownership of the historic Shoshone water rights to the Colorado River District for the sum of $98.5 million; and

WHEREAS, this agreement marks a significant step toward the permanent protection of the most senior, non-consumptive water right on the Colorado River—a project with a 20-year history of broad support from 20 western Colorado governments and water entities; and

WHEREAS, the Shoshone water rights, with a call of 1,408 cubic feet per second (cfs) on the mainstem of the Colorado River, provide critical benefits both upstream and downstream of Glenwood Canyon, supporting environmental sustainability, economic stability, and long-term water security for communities across the state; and

WHEREAS, the Town Council of the Town of New Castle recognizes the generational significance of securing the Shoshone water rights and the essential role they play in protecting water resources for Colorado’s residents, businesses, and ecosystems; and

WHEREAS, the Town of New Castle, through its 2025 budget process, has budgeted and appropriated funds for FY 2025 to contribute toward this historic water rights acquisition.

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

1. The Town of New Castle hereby formally commits $100,000 from its 2025 budget toward the Colorado River District’s purchase of the Shoshone Water Rights.
2. The Town Council recognizes this contribution as an investment in the long-term protection of Colorado’s water resources and affirms its support for collaborative efforts to secure and sustain water security for future generations.

3. The Town Administrator is authorized to coordinate with the Colorado River District to facilitate the timely disbursement of these funds during the 2025 fiscal year and to take all necessary actions to implement this resolution.

Introduced, Read and Adopted at a Regular Meeting of the Town Council of the Town of New Castle, Colorado, on March 18, 2025.

TOWN OF NEW CASTLE

By: _____
[Mayor's Name], Mayor

Attest:

[Town Clerk’s Name], Town Clerk

New Castle Town Council Regular Meeting
Tuesday, March 4, 2025, 7:00 PM

Call to Order
Mayor Art Riddile called the meeting to order at 7:00 p.m.

Pledge of Allegiance

Roll Call

	Councilor Carey
	Councilor Mariscal
	Councilor Hazelton
	Mayor A. Riddile
	Councilor Copeland
	Councilor Leland
	Councilor G Riddile
Absent	None

Also present at the meeting were Town Clerk Mindy Andis, Administrator Dave Reynolds, Town Planner Paul Smith, Administrative Assistant Michelle Huster, Public Works Director john Wenzel, Town Treasurer Viktoriya Ehlers, Town Attorney Mike Sawyer and members of the public.

Meeting Notice

Clerk Andis verified that her office gave notice of the meeting in accordance with resolution TC 2025-1.

Conflicts of Interest
Councilor Hazelton recused himself from agenda item A.

Agenda Changes
Administrator Reynolds asked for Item F to be removed from agenda.

Citizen Comments on Items not on the Agenda
There were no citizen comments

Consultant Reports
Consultant Attorney – Attorney Sawyer said he was present for agenda items only.
Consultant Engineer – not present

Items for Consideration

Introduction to New Staff Member
Administrator Reynolds said the town has hired four new staff members and would like to have the department heads introduce their new staff to the council.
Public Works Director John Wenzel introduced Kacey Cox as a Utilities Operator and said Kacey has years of technical experience. Kacey Cox explained some of his background and experience to the council. The council welcomes Kacey Cox to the town.

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Town Treasurer Viktoryia Ehlers introduced Support Assistant to the Town Treasurer Charlienna Chancey to the council. Treasurer Ehlers said Assistant Chancey has experience in bookkeeping and finance. Assistant Chancey described herself and her experience with the council. The council welcomed Assistant Chaney to the town.

Police Chief Chuck Burrows introduced Officer Ellen Crouch to the council. Chief Burrows said Officer Crouch comes to us from Steamboat Springs and is currently working her way through our Field Training Program. Officer Crouch is eager to start solo patrons soon. Officer Crouch explained her background in law enforcement. The council welcomed Officer Crouch to the town.

Police Chief Chuck Burrows introduced Detective Sierra Weld to the council. Chief Burrows said Detective Weld will be splitting her time between instructing the Police Academy and helping to investigate New Castle crimes. Detective Weld explained her background in law enforcement. The council welcomed Detective Weld to the town.

Consider Ordinance TC 2025-1, An Ordinance of the New Castle Town Council Recommending Conditional Approval of a Final PUD Development Plan and a Final Subdivision Plat for Castle Valley Ranch PUD Filing 13 (9 N Wild Horse Dr)(R2) (2nd reading).
Planner Smith said the application is The development of 130 residential units (26 townhomes and 104 apartments, 80 of which are "live/work" residences in two (2) two-story buildings and two (2) three-story buildings and 24 of which are "empty nester" units in two (2) two-story buildings) and open space areas as depicted on the Final Plat/Plan for the 9 North Wild Horse PUD Subdivision dated February 26, 2025 on a total of 31.92 acres.

Planner Smith said the vested rights is for a period of 10 years from the effective date of this Ordinance.

Planner Smith said there were some minor changes to the ordinance from the first reading to the second reading.

Planner Smith reviewed the amended conditions in the ordinance with the council as follows: **Condition a**. *The maximum building height of Buildings B1, B2, B3, & B4 and Townhomes TH-B15 and TH-B16 shall not exceed the building elevations presented in the Final Plan.* ***Condition f****. Applicant will use all diligent efforts to obtain a temporary construction easement, generally conforming to that depicted in the Application, to accommodate construction vehicle circulation for the buildout of PA 8 & 9*

DRAFT

(R2 Partners LLC) and PA 12 (TC Midwest LLC) until the completion of either PA 12 or PAs 8 & 9, whichever is first. The easement agreement shall require a semi-impervious surface, a track pad at the intersection with Castle Valley Blvd. and safety fencing along the length of the easement to prevent unauthorized entry into the easement area. Notwithstanding the Applicant's obtaining an easement or not, any damage to public infrastructure, including but not limited to, asphalt bike paths, landscape irrigation, underground utilities, and landscaping caused by the construction vehicles mentioned above shall be the responsibility of the Applicant. The design of the easement shall be approved by the Public Works Department and Town Engineer prior to permitting. Landscaping and grade of PA 12 shall be restored to its initial state once construction operations are completed. If the temporary construction easement is obtained, town staff has authority to accept the easement on behalf of the town.

Planner Smith said **Condition F** is not a condition if R2 doesn't get consent from TC Midwest for the easement that would not jeopardize R2 development.

***Condition i**. A subdivision improvements agreement ("SIA") containing an engineer's stamped cost estimate of public improvements, to the satisfaction of the Town Attorney. The form of the SIA shall be finalized before consideration of the Final Plat by the Town Council. Recordation of the SIA shall be accomplished at or before recording of the Final Plat. **Condition J.** Provide a construction phasing plan for inclusion in a subdivision improvements agreement. Identify, at minimum, each of the following components:*

- *Buildout phases if necessary;*
- *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 to the project;*
- *Measures to be taken to control fugitive dust during construction;*
- *Provisions for the protection and preservation of all existing vegetation, including trees, shrubs, and native grasses that do not interfere*

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with the construction of buildings, roads, or utility infrastructure. ***Condition P*** *The Applicant and Town Council reached final agreement on an affordable housing covenant that includes three (3) total restricted units (one 1-bedroom and two 2-bedroom units) offered at a rate of not more than seventy-five (75%) of the then-current free market rent. The affordable housing covenant shall designate the general housing type for each unit as necessary, without specifying the exact location of each affordable housing unit. The affordable housing covenant shall designate authority to the Town to choose qualified renters in accordance with the Town's housing regulations. If the property or any affordable housing unit were ever to be part of a further subdivision or if Lots 1, 2, and 3, as depicted on the Final Plat, are ever sold into separate ownership, the Town will apply its then-current affordable housing regulations and modify the affordable housing covenant accordingly. The affordable housing covenant shall be finalized before consideration of the Final Plat by the Town Council. Recordation of the affordable housing covenant shall be accomplished at or before recording of the Final Plat.*

Mayor A. Riddile asked if the rental could be floating. For example, one time it could be for town staff and the next time for the school district. Planner Smith said that it would be up to the town to come up with the criteria. R2 Partners Developer Barry Rosenburg said as long as the person clears the background check, it would be up to the town how they handle the rental units.

Condition q. *Finalization of water rights dedication requirements for the project. Calculation of irrigated areas and finalization of EQR dedication requirements. A warranty deed conveying the required water rights in the Coryell Ditch shall be executed and recorded together with the Final Plat.* ***Condition s****. Prior to issuance of a building permit, the Applicant shall present to the Town Council, for comment, on building architecture, materials, and colors to be used in construction of the project.* ***Condition t****. The Town shall not issue a building permit until the finance director confirms the Applicant owes no outstanding invoices to the Town for a time period of 90 days or greater.*

R2 Attorney Chad Lee said the property is yet subdivided and is currently one parcel and won't be subdivided until the plat is recorded. However, the ordinance needs to be signed now. The seller is retaining lot 4 and is not subject to any of the density limitations of the ordinance. Mr. Lee said R2 had made some minor changes to the ordinance to clarify lot 4 is not subject to the ordinance. Mr. Lee handed out a redline of their changes to the council. Attorney Sawyer said Mr. Lee did contact him and the suggested changes are

DRAFT

non-substantive. On the final plat there will be a note regarding lot 4 is not subject to any of the approvals. When lot 4 does get developed, the owner will need to come to the council for consideration. Therefore, the change in ordinance that Mr. Lee is asking for is appropriate.

Councilor Carey asked if the street will be North Wild Horse Drive or North Wildhorse Drive. Planner Smith said he has seen it both ways, but it will be North Wild Horse Drive.

Councilor G. Riddile asked how many residential units the owner of lot 4 retaining. Planner Smith said 6. Councilor Hazelton asked what the acreage of lot 4 is. Planner Smith said 12.3 acres. Councilor G. Riddile asked if the town has a maximum lot size. Planner Smith said yes.

Planner Smith explained the trails to the council. Planner Smith said there are two licensed trails with the town through the proposed development that the town wants to retain and will be. There was some discussion with R2 about the trails inside of the development. At the last meeting there was a question about the new trails inside the development about dedication. From the beginning all the open space will be retained by the HOA. The staff's understanding is there would be an easement for the trails and the town would maintain the trails. The developer for various reasons wants to keep the trails as part of the HOA instead of dedicating them to the town. Portions of the property are zoned under the Castle Valley Ranch PUD is already open space. Planner Smith said the second alternative is for the HOA to retain all the property as discussed and retain an easement for the trails. The developer is concerned if the trails are dedicated to the town how would the trails be used since the trail is running though the property. Planner Smith said council would need to decide to dedicate the one trail as part of the annexation agreement or letting the HOA handle all the property and the trails would be public through an easement to the town. Mr. Lee said one of the reasons R2 Partners prefer the HOA to own it is because they would have control over it and keep it open. Whereas, if the town owns it there are constitutional limitations such as homeless people camping. R2 clustered the units in order to keep the open space and the buffering from the neighboring single-family homes and would the ability to keep it open space. The town would still have the public trail through the development which is currently licensed and would be offering it in perpetuity. The developer is asking to keep it the way it currently is. Councilor Leland asked what happens if the HOA neglects maintenance of the trails and does the easement give the town the right to fix the trail. Attorney Sawyer said the easement requires the town

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to maintain the trail. The easement agreement is written to allow the town to use the trails in all the potential uses the town would need, such as races. Director Wenzel said it is unusual for the open space not to be dedicated to the town. The issue is the town would not have any control over it. The easement is for perpetuity however what would be like in 20 years. These trails are very popular in the town. Mr. Lee said the easement is permanent and would go with the property if the property does ever sell. Attorney Sawyer said where the trail is located in the development is a zoned open space parcel and can only be used for open space. The open space is owned by the HOA but there wouldn't be competing land uses because the zoning doesn't allow it. The trail easement is a legally binding document, and it gives the town the right to operate and maintain the trail for the public to use. Councilor Carey expressed concern that the town would be setting a precedent issue with other developers and not requiring R2 Partners to dedicate open space. The other concern was having a disagreement with the HOA about the trail. Mr. Lee said the required open space dedication has already been met. Therefore, R2 Partners is not required to dedicate any open space, however they want to keep the trail and the open space for the public. Councilor G. Riddile said there could be conflicts with the HOA in the future and there would need to be meetings to handle the conflicts. If, the town has it and there is an issue then it could be handled internally. Councilor Leland asked if the HOA retains the ownership of the trail, and the town has an easement who has liability in case of an accident. Attorney Sawyer said the recreation statue in Colorado says if you make land available to the public for recreation purposes without charging a fee the landowner doesn't have any liability, since the town has an easement and is maintained by the town the liability would be covered under the town's CIRSA Policy. If the person goes off trail there would be no liability. Director Wenzel has suggested to have the developers concerns such as trail hours and trail use defined in the SIA. Mr. Lee said the trails easement is drafted and the town has control over the trail and the trail is public and the HOA doesn't have any control over who uses the trail and when. The trail just goes through the HOA property. Planner Smith asked if there was something the town would be missing by no having the trail dedicated to the town. Attorney Sawyer said when he looked at the GIS it appears that other areas within CVR that were zoned open space were subsequently dedicated to the town at times that development plats were approved. Provisions in the Second Amended CVR Annexation Agreement and Site Specific Development Plan Agreement (Second ADA) and Ordinance No. 2002-2 dealing with open space include: the amended PUD zoning. Councilor Leland said since Castle Valley Ranch has already met the open space dedication requirement and the town could set a precedent

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with future developers in Castle Valley Ranch to ask for trails easements through their development. Councilor G. Riddile said he would like to have a condition that parcels 1 and 2 to be dedicated to the town. Mr. Lee said the plan has already been approved at preliminary as it currently is.

Consider Resolution TC 2025-7 - A Resolution of the New Castle Town Council Approving Subdivision Improvements Agreement for Castle Valley Ranch, Filing 13, 9 North Wild Horse Drive

Planner Smith reviewed Attorney Sawyers memo regarding the Subdivision Improvements Agreement (SIA) with the council. He said the *SIA memorializes all of the commitments made during the subdivision process, identifies documents that need to be executed as part of the final plat recordation, and guides the development activities on the property including provision of security for public improvements, acceptance of constructed public improvements and warranty of the improvements.*

A. At the time of recording the final plat, a dedication of water rights in accordance with the Second Amended CVR Annexation Agreement will be undertaken. SGM has reviewed the proposed water right dedication amounts and concurs in the calculations.

B. Easements for trails as depicted on the final plat will be dedicated to the town.

C. The language for the temporary access easement across the TC Midwest property has been softened in light of the fact that TC Midwest has not yet committed to grant the easement.

D. The developer and the town continue to negotiate with Lakota Canyon ranch for a water line easement crossing Lakota to bring water from a water tank to the developer's property. Completion of this easement is close. Lakota is requesting certain indemnifications from the town that work will be done on their property consistent with agreed upon plans. I have included language in the SIA placing a similar indemnification on the developer for any breach of the water line easement provisions occurring during the construction or warranty periods. Lakota is asking for a provision in the easement that would give them the ability to relocate the water line and pass the charges onto the then owners of the 9 North Wildhorse development. I have commented that such a provision would not be appropriate if the 9 North Wildhorse development were subsequently subdivided into individual lots meaning that individual homeowners would be responsible for that cost.

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Planner Smith said there is an expectation that a waterline would run from water tank 3 (above Lakota Canyon Ranch) downhill and around to Clubhouse House Drive, just past the Clubhouse goes across to the Driving Range, makes a sharp right under the Driving Range about the second T box and the waterline dead ends there. The waterline is meant to be continued from there into the R2 Partners development and into TC Midwest development to create a loop. The issue is there is no easement for the waterline across the Driving Range into Castle Valley Ranch. R2 Partners need the waterline looped into the development. Planner Smith said there is some concern from RG Group (Lakota Canyon Ranch) the Driving Range is currently zoned residential. The concern is if there is an easement then RG Group might not be able to do anything with the property other than open space. RG Group wants to have an alternative just in case the Driving Range does become residential. As part of the easement agreement would allow the town to service and maintain the waterline in perpetuity. Attorney Sawyer said he had received comments from RG Group late Friday, February 28, 2025, with a lengthy set of redlines on the SIA. Attorney Sawyer said there was an intended easement across Lakota Canyon Ranch for the waterline to the R2 Partners development and TC Midwest property. Currently the water tank is serving Lakota Canyon Ranch. Currently the easement doesn't exist. A few months ago, the town drafted an easement for the waterline and sent it to Lakota Canyon Ranch for their review. RG Group primary issue is there is a provision in the easement agreement that if Lakota Canyon Ranch as part of the development of the Driving Range, RG Group wants the owner of R2 development to repay RG Group if the waterline has to been moved. The problem is, if the R2 property was to be subdivided with multiple homeowners, then the homeowners would then be subject of the repayment of the waterline to be moved. Attorney Sawyer said there would be a new condition in the ordinance that would state there could be no further subdivision of the property without the waterline easement being amended for cost recovery provision. Having the condition would allow for R2 Partners to move forward and stop the cost recovery to be passed on to future homeowners. Mr. Lee said R2 Partners has not agreed to the cost recovery for the waterline easement with RG Group. There was some confusion about the responsibility of the waterline easement. Mr. Rosenburg said they could build a pumpstation to have water for the development. Mayor A. Riddile said he agreed and there should be an easement for the waterline. Director Wenzel agreed the town does need the easement and the waterline has been in place for years and the intended purpose was to serve part of Castle Valley Ranch because of the pressure. Property owner of Parcel 4 Steve Craven said there is currently an agreement regarding the waterline and water tank 2003 water tank agreement. The agreement describes how

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the waterline is supposed to work. Lakota Canyon Ranch was not only participant in the cost Castle Valley Ranch and the town was all part of the agreement. Castle Valley Ranch paid its portion of the water tank and the transmission line. In the agreement it stated where the waterline easement would be provided, where the lines would terminate at the Castle Valley Ranch property line. Mr. Craven said the issue is when the tank and transmission lines were built which was to be done by Lakota Canyon Ranch and overseen by the town. Ultimately what had occurred was not according to the agreement. Mr. Rosenburg is asking for the town's help and support for obtaining the waterline easement with RG Group. Attorney Sawyer said the council could approve the final plat with a requirement to obtain the waterline easement from RG Group, or R2 Partners would need to go back to preliminary plan with a design for a water pump station and revamp the utility plan. The other option is to continue the final plan for two weeks and try to work the waterline easement out. Councilor Hazelton said there would be some questions answered in two weeks and agreed to continue the ordinance and the resolution.

E. The affordable housing covenant has been updated pursuant to the discussion at the last council meeting.

F. The most recent version of the construction plans is attached. It is anticipated that some minor changes will occur in order to conform the plans with comments from public works and SGM.

G. Language has been added to require the developer to present a weed and dust control plan prior to starting construction on the project.

H. The developer will post security with the town in the amount of the engineer's cost estimate in order to assure that public improvements are completed. Exhibit K is the Developer's engineer's cost estimate. SGM needs to review this document for accuracy.

I. Included provisions related to cost sharing. For the additional parking associated with VIX park, the developer came back with an updated cost estimate for the incremental cost in the amount of $122,954. The SIA states that the town will pay the developer this amount upon completion of the parking area and acceptance by the town. The amount of the cost has not yet been reviewed and approved by SGM.

Planner Smith said normally curb and gutter would be included in build out of North Wild Horse Drive, the town would be exempted from paying for. John Petaisto from Sopris Engineering for R2 Partners said the cost included for the town was for the extra curb and gutter for the parking island and rest of the

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curb and gutter is R2 Partner. Planner Smith said the total cost for the town would be $127,582.00. Councilor Carey asked if the sidewalk was part of the cost to the town. Planner Smith said the sidewalk went from 6 feet to 8 feet to add more of a bike path to match the sidewalk on North Wild Horse Drive. The town would be responsible for the additional two feet of the sidewalk.

Planner smith said there is an additional cost share with the other adjoining property owner TC Midwest. R2 Partners would be asking TC Midwest would be asked to pay for their portion of North Wild Horse Drive. R2 Partners would be building the road or right-of-way to connect North Wild Horse Drive to Castle Valley Boulevard. Mr. Lee said TC Midwest would be asked to pay for the entire road or right-of-way since TC Midwest would have access to both ends of the road. Attorney Sawyer said when TC Midwest submits an application to the town for a development they will be required to submit a traffic report.

Councilor Leland asked about the construction cleaning during the development. Mr. Rosenburg said he would make sure the property is cleaned up during the development. Planner Smith said in the building code there is the requirement for construction clean up.

Planner Smith said per the municipal code the council is required within 60 days from the final approval at P&Z to have approval from the council. Therefore, there would need to be an extension for 30 days.

Mr. Lee said the engineering document submitted is subject to the town's engineer approval. On some of the documents that don't show specific curb cuts or stub outs on lot four, but that will happen.

Councilor Carey said it appears in exhibit I of the SIA that if the HOA for the open space ever sells it is set up to be condo minimized and why is it in the SIA. Attorney Sawyer said the property is separated into three different parcels and they have common interest that they have to own, maintain and operate together, which makes them a common interest community under Colorado law. Therefore, there had to be a set of covenants.

Mayor A. Riddile opened the public hearing at 8:30pm.
There were no public comments.
Mayor A. Riddle closed the public hearing at 8:30pm.

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J. Separate cost recovery agreement related to North Wildhorse Rd. This agreement provides that the costs associated with constructing the road will be shared with other users based upon traffic generation counts.

K. The signature blocks for the SIA and many of the exhibits will be updated consistent with Developer's closing documents.

MOTION: Councilor Carey made a motion to extend the Land Use Application for R2 by 30 days. Mayor A. Riddile seconded the motion and it passed unanimously.

MOTION: Councilor Carey made a motion to continue Ordinance TC2025-1 and the public hearing to March 18, 2025 Mayor A. Riddile seconded the motion and it passed unanimously.

MOTION: Mayor A. Riddile made a motion to continue Resolution TC2025-7 to March 18, 2025 Councilor Carey seconded the motion and it passed unanimously.

Executive Session for the purpose of discussing the purchase, acquisition, lease, transfer, or sale of real, personal or other property interest pursuant to C.R.S. 24-6-402(4)(e) and determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators regarding the same pursuant to C.R.S. 24-6-402(4)(e).

Motion: Councilor Leland made a Motion at 8:40p.m. to go into Executive Session for the purpose of discussing the purchase, acquisition, lease, transfer, or sale of real, personal or other property interest pursuant to C.R.S. 24-6-402(4)(e) and determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators regarding the same pursuant to C.R.S. 24-6-402(4)(e) Councilor Carey seconded the motion and it passed unanimously.

Executive session concluded.

At the end of the executive session, Mayor Art Riddile made the following statement:

"The time is now 8:47p.m. and the executive session has been concluded. The participants in the executive sessions were: Councilor Mariscal, Councilor Carey, Councilor Hazelton; Councilors Copeland, G Riddile, Councilor Leland, Town Administrator Reynolds, Town Clerk Andis, Town Attorney Carmer, Town Planner Smith, Assistant Huster and Town Treasurer Ehlers. 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.

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Consider Purchase Agreement for the Purchase of 335 W. Main St.
MOTION: Mayor A. Riddile made a motion to sign purchase agreement for the purchase of 335 W. Main St. While giving discretion to the Town Administrator for any minor changes to the agreement. Councilor Mariscal seconded the motion and it passed unanimously.

Consider Councilor Appointment for Parks, OpenSpace, Trails and Recreation Committee (POSTR)
Administrator Reynolds said with recent changes to New Castle Trails Group, and an interest in how our trail systems and related events are managed and maintained, the council discussed using POSTR as an advisory type of committee that could review upcoming projects and make recommendations to the council. In the past few years, it has not been necessary for POSTR to meet on a regular basis, and the council input has not been needed. If POSTR is to begin meeting regularly, the council may wish to have a council representative serve the typical six-month term, or the council may wish to leave the management of POSTR to staff and simply have staff bring forward POSTR updates and recommendations. If the council wishes to add a council representation to the POSTR committee, they may decide to select a representative to serve from now until October 31, 2025.
Administrator Reynolds said there is a POSTR meeting tentatively scheduled for March 19, 2025 at 5pm.
Councilor Copeland said she would be interested in serving as council representative.
Councilor Hazelton also voiced interest in serving as council representative at some point.

MOTION: Mayor A. Riddile made a motion to appoint Councilor Copeland to POSTR as the council representative. Councilor Hazelton seconded the motion and it passed unanimously.

Discussion and Comment: Garfield County Solar Array Project
Administrator Reynolds said the solar array project is currently under land use consideration by the Garfield County Planning and Zoning Commission. While the location of this project does not necessitate a formal review by New Castle Town Council, and while the benefits of expanding solar energy usage are important, the project is a highly visible proposal that could have long-lasting effects on the visual appearance of Highway. 6 corridor between New Castle and Silt. Located just outside of Silt's eastern boundary, this 48.5-acre project is being opposed by Silt's Town Council due to conflicts with Silt's Comprehensive Plan. Administrator Reynolds said New Castle is not a referral agency, there is some concern that as solar farms or solar ranches get built throughout the county it could be easier and easier for the next one to get approved and built. It is important to see how these solar farms and ranches are looked at by the county and does the individual municipalities look at what the impact would be overall in the county. He was in a meeting with the other town managers, and they all have similar concerns. The concern is, is the county opening up a flood gate of opportunity for solar companies and turn what is currently agriculture into land that is filled with solar panels. Administrator Reynolds

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asked council for their opinions: how does the county consider these types of applications that are specifically spelled out in the municipal's comp plans and how does that affect New Castle. Does the council have an opinion they would like to share with the county.

Mayor A. Riddile said New Castle should oppose it and collaborate with the Town of Silt.
Councilor G. Riddile asked how the Town of New Castle would be impacted.
Councilor Hazelton said it would greatly impact New Castle. The corridor between Silt and New Castle has plans to work together. It could hurt the people in Peach Valley that could lose their property value for many years to come for a project that may not last but a short time. The project doesn't benefit New Castle at all and Councilor Hazelton opposes the project.
Councilor G. Riddile said there is no impact such as traffic, law enforcement or any other things that are done as a town there is no impact. He said if the county wants to take up a separate solar zoning code, then the council should have an opinion. New Castle should have a say if the project is within the town's three mile boundary.
Councilor Carey said the council's primary duty is to the residences of New Castle, however council's secondary duty does extend past New Castle because the town provides emergency services for nearby areas, New Castle is an integrated community, there are many people who do live outside of New Castle. She said she is not opposed to a solar array, but the concern is the glare requirements and if the county has any requirements.
Councilor Leland said to write a letter to the county asking the commissioners to support Town of Silt's Comprehensive Plan. New Castle believes comprehensive plans are important and should be respected. He is concerned about the location of the solar array ranch.
After discussion council made a decision to have Councilor Leland create letter to the county commissioners asking them to support municipal comprehensive plans.

MOTION: Mayor A. Riddile made a motion to direct Councilor Leland to write a letter to the county commissioners to support municipal comprehensive plans. Councilor Mariscal seconded the motion, and it passed unanimously.

Consent Agenda
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.

February 18, 2025, minutes
February Bills $646,515.88

MOTION: Mayor A. Riddile made a motion to approve the Consent Agenda. Councilor Mariscal seconded the motion, and it passed unanimously.

Staff Reports
Town Administrator – Administrator Reynolds said hearing from Amy Moyer at the

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works session regarding the water right for the Shoshone Water. Ms. Moyer would like to have a resolution showing the money commitment the town is giving towards the water rights. The resolution Ms. Moyer would have something to show the funds are available. Administrator Reynolds said the property across the road from Riverview Park is owned by Cole Ule and he is doing some dirt work. Mr. Ule would like to put in indoor self-storage units. The application has gone to the county and New Castle is a referral agency because the project is within the town's three-mile plan. He asked the council if they would like the P&Z to review the application and make comments or bring the referral directly to the council. The council was in agreement to bring the referral directly to the council. Administrator Reynolds said there is another project coming on the south side of the river just down from RAC trucking. Excel Energy has purchased the property, and they want to build a substation. There will be a review of the substation. Administrator Reynolds said there will be a park bench in honor of Bob Gordon and have it placed either along the Rollie Gordon Trail or in Rollie Gordon Park. Administrator Reynolds said there have been conversations regarding the tree for Tom Elder. There is a planter box in front of Drifters on the corner of 6th Street and Kamm Ave. The tree could be placed in the planter box if the family agrees. Administrator Reynolds said he and Director Wenzel have a meeting with Roaring Fork Outdoors Volunteers. Administrator Reynolds said at a prior meeting Councilor Leland would like to talk about affordable housing. Councilor Leland said might look at requirements for affordable housing from developers. Administrator Reynolds said affordable housing is in the town's comprehensive plan. At the first meeting with the developers there is discussion about affordable housing. Planner Smith said Coal Seam and Walters Center both will have affordable housing. Administrator Reynolds said Assistant Planner Lauren Prentice has resigned and her last day will be March 28, 2025.

Town Clerk – Clerk Andis remaindered the council about the CML Conference June 24-27, 2025, at Breckenridge. Please let her know if you are interested and she will make the conference and hotel reservation. Council Mariscal and Councilor Carey said they would be interested. Clerk Andis said she had finally got through all the boxes in her office that were left by prior clerks with the help of Assistant Huster. Clerk Andis said today was Assistant Huster's one year anniversary.

Town Treasurer – Treasurer Ehlers said the town did receive the FMLD Grant checks for the digester blower building and for Kay Williams Playground equipment. Treasurer Ehlers said she had completed the Pinnacle Workers Comp audit for 2024.

Town Planner – Planner Smith said the Xcel Energy substation would be a Condition Use Permit (CUP). Xcel has turned in the conceptual plan, but not the application. Appears there might be an issue with the height. Planner Smith said he has received the application for Coal Seam and is in review for completion. Planner Smith said he has met with the developers for the Walter Center.

Public Works Director – Director Wenzel said the raw water irrigation project will start again on March 17, 2025, there will be a contractor out building the pump house for the irrigation water. Director Wenzel said he is working on finalizing the design of the wastewater treatment plant offices. Director Wenzel said he is also working on the roundabout landscaping plans and has done research on the cost of a bronze statue for

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the center of the roundabout. Director Wenzel said he has submitted $180,000 grant to FMLD for the Capital Streets Maintenance Program.

Commission Reports

Planning & Zoning Commission – have not met

Historic Preservation Commission – have not met

Climate and Environment Commission – Councilor Leland said there is still a vacant seat on the commission.

Senior Program –Clerk Andis said RFTA was awarded a grant to replace two Traveler bus's through CDOT, however since the funding is federal money, therefore the funding is on hold and not sure when RFTA would be able to replace the two buses.

RFTA – have not met

AGNC – Councilor Hazelton asked the council to review the handout regarding Nuclear Energy (**Exhibit A**). Councilor Hazelton said he currently sits on a committee for wolves. There is a possible repeal for the wolves introduction. Councilor Hazelton said he spoke with the DOLA Rep Dana said the AGNC is getting the mini grant because of New Castle. Dana is able to use New Castle as an example on how the town utilizes the funding. However, the DOLA grants could possibly be reduced from $140 million to $40 million going from three grant cycles to two grant cycles. Administrator Reynolds said staff was looking at going after a DOLA grant to help with the wastewater treatment plant offices.

GCE – have not met

EAB – have not met

Detox – Councilor Mariscal this would be the final report for Detox as they have closed. She said is continuing to receive emails from vendors that still have open invoices. Councilor Mariscal said the way MindSprings had delt with the situation was done very poorly, there was no communication or information.

Council Comments

Councilor Mariscal said she was in a meeting and Administrator Reynolds was there and she said it was interesting to see how many people respect Administrator Reynolds.

Councilor Carey said the school has been doing survey work around the area where the raw water irrigation line would be going. Councilor Carey said she has been approached by homeowners near the green bridge about the construction bridge. Administrator Reynolds said CDOT has been communicating with town staff when they are out doing work near the bridge.

Councilor Leland said he is writing a notice for the CML newsletter about Bob Gordons death. He asked if the council had any suggestions, please let him know.

Items for Future Council Agenda

Consider a glare requirement for solar panels in the code.

Update from Rolling Fork for the 6th Street lot.

Create a plan for the property use at 335 W. Main Street.

Create a management plan for the three affordable housing units of R2.

Adjourn

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MOTION: Mayor A. Riddile made a motion to adjourn. Councilor Carey seconded the motion and it passed unanimously.

The meeting adjourned at 9:54p.m.

Respectfully submitted,

_____
Mayor Art Riddile

_____
Town Clerk Mindy Andis, CMC

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