



Town of New Castle
450 W. Main Street
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New Castle, CO 81647

Administration Department
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Agenda - REVISED

New Castle Town Council Regular Meeting

Tuesday, May 20, 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 Resolution TC2025-14 Resolution Approving an Updated Version of the Subdivision and PUD Development Agreement for Castle Valley Ranch Filing 13, (9 North Wild Horse Dr)**
- B. Consider Approval of Lakota Waterline Easement Agreement**
- C. Lift-Up Presentation**
- D. Consider Drifters/Down Valley Brewing Report of Changes LLC**
- E. Consider Drifters/Down Valley Brewing Report of Manager Change**
- E. Consider Drifters/Down Valley Brewing Liquor License Renewal**
- G. Consider Leash Law in Frank Breslin Park**

H. Discussion of Modular Construction

I. Consider Parking Lot Lease – 201 W. Main Street

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.

May 6, 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

DATE: May 15, 2025
TO: New Castle Town Council
FROM: Karp Neu Hanlon, P.C.
RE: Approval of Subdivision Improvement Agreement with modifications

As part of the approval of the final plan and final plat for 9 North Wildhorse subdivision is the approval of a Subdivision Improvements and PUD Development 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. Council approved a SIA for 9 North Wildhorse at its March 4, 2025 meeting in Resolution No. TC2025 – 7.

The Developer has requested a couple of changes to the SIA. These changes are material enough that staff wanted to bring this matter before Council to approve the updated version. The updated SIA is the subject of Resolution No. TC2025 - 14. If approved, this version of the SIA will replace the version approved in Resolution No. TC2025 – 7.

R2 Partnership, LLC has assigned its interest in the development to Wildhorse Apartments, LLC. Barry Rosenberg remains principally involved in the development.

Section 9 involves the timing to complete the public improvements. The Developer is requesting 18 months for completion due to the price instability caused by new tariffs.

Section 12 involves the security for the public improvements – normally a bond or a letter of credit. Developer desires to record the final plat which triggers posting security with the Town. The Developer, however, also would like the ability to wait for the start of construction for several months due to price instability. Because there is an upfront cost to obtain a bond or a letter of credit, the Developer is proposing to post alternative security for an interim period of time. The posting of alternative security is allowed under Code section 16.32.010. The alternative security proposed by the developer is the three development lots - lot numbers 1, 2 and 3 identified on the final plat. The town would receive a deed of trust on these lots that could be foreclosed in the event of a default. The developer will also provide the town with title insurance in the amount of \$1 million to ensure that the deed of trust is a first priority lien. The edits to the SIA require that the developer post either a bond or letter of credit prior to the issuance of any permit by the Town or

Mail to:

Glenwood Springs
201 14th Street
Suite 200
Glenwood Springs, CO 81602

Aspen
0133 Prospector Road
Suite 4102-J
Aspen, CO 81611

Basalt
200 Basalt Center
Suite 200
Basalt, CO 81621

Ridgway
565 Sherman Street
Suite 6
Ridgway, CO 81432

the start of any construction activities. Staff feels comfortable with this alternative interim security because in the event of a default the town could take control of the lots and sell them to a new developer who would then post security (bond or letter of credit) with the town at the time of a transfer.

At the time that the developer posts a bond or letter of credit with the Town, the developer will also provide an updated engineers cost estimate to the town. This will ensure that the security provided to the Town aligns with current pricing in the market.

This section also clarifies that this security is in the amount of 110% of the engineers cost estimate. The version of the SIA presented in March had this number at 115% which was in conflict with Exhibit K that had been prepared by the developers engineer and reviewed by town staff which had security at 110%.

Included with these materials is an updated version of the final plat. This version of the plat fulfills a requirement of approval that the trail easements be depicted on the plat. The plat has been reviewed by Jeff Simonson.

Finally, on tonight's agenda is the approval of a water line easement with Lakota to connect supplies between the Lakota tank and Castle Valley Ranch. This provision similarly fulfills a condition of approval.

The applicant and its representatives will be present at the Town Council meeting to give an update on development efforts and answer any questions that the council may have.

TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. TC 2025-14

A RESOLUTION OF THE NEW CASTLE TOWN COUNCIL APPROVING AN
UPDATED VERSION OF THE 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 (“R2”), acquired ownership 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, R2 subsequently assigned its rights in the Property to Wildhorse Apartments, LLC, a Colorado limited liability company (“Applicant”); 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, R2 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 March 18th, 2025, 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, on March 18th, 2025, pursuant to Resolution 2025-07, Town Council approved the Subdivision and PUD Development Agreement for Castle Valley Ranch, Filing 13, 9 North Wild Horse Dr (the “Agreement”); and

WHEREAS, the Town and Applicant have agreed to changes in the Agreement;
and

WHEREAS, Town Council now desires to approve the modified Agreement attached hereto as **Exhibit B** to supersede the Agreement in Resolution No. 2025-07.

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.

3. 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 May 20, 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

**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 WILDHORSE APARTMENTS, LLC, an Colorado limited liability company (the “Developer”).

WITNESSETH:

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 2025-1 shall 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 Wild Horse 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"). A list of the Plans and Specifications is 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 Drive, the south side of North Wild Horse Drive 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 Wild Horse 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 (Developer) 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 initial 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. Municipal Code section 16.32.010 C.3. provides “all public improvements for the initial phase of development be completed within one (1) year or such other time as determined by Town Council.” Council finds that good reason exists to extend the period by which Developer shall complete the Public Improvements. Developer shall complete all Public Improvements no later than eighteen months 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 as provided in Paragraph 12, 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 110% of the amount specified on **Exhibit K**.

- A. Municipal Code section 16.32.010 provides that “the town council may approve alternative forms of security in its discretion.” Council finds that good reason exists to allow Developer to post an alternative form of security at the time of recordation of the Final Plat which will be in place for a temporary period of time prior to start of construction of the Public Improvements. At the time of recordation of the Final Plat, Developer shall deliver to the Town a deed of trust encumbering Lots 1, 2, and 3 according to the Final Plat (the “Secured Property”). The deed of trust shall be a first deed of trust recorded with the Final Plat. Developer shall provide the Town, at Developer’s expense, a Lender’s title policy insuring the Town’s

deed of trust as a first deed of trust on the Secured Property. The alternative security shall satisfy the security requirements for the Public Improvements for up to twelve months from the date of recording the Final Plat. Within twelve months, Developer will provide the Town with a substitute form of security in the form of a bond, letter of credit, or funds on deposit as approved by the Town Attorney and in the amount identified on **Exhibit K**, as **Exhibit K** may be revised with approval of Town staff at the time Developer provides the substitute form of security. Once the substitute security is provided and accepted by the Town, the Town will release the deed of trust from the public records (with all costs associated therewith to be reimbursed by Developer). Developer will perform no work on the Public Improvements or the Secured Property, and the Town shall issue no permits for work on the Public Improvements or the Secured Property, prior to the substitute security being provided by Developer and accepted by the Town.

- B. To secure the construction and installation of the Public Improvements above described Developer shall, provide the Town with substitute security in accordance with section 12.A. above and 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 acceptance by the Town. 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.
- C. 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.
- D. 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, as Exhibit K may be revised with approval of Town staff as set forth in Section 12.A and which includes a 10% contingency. The parties agree that this amount does not necessarily reflect the Town Engineer’s estimate of what the actual cost to the Town would be if the Town was required to fund construction of all of the Public Improvements. In the event the costs of the Public Improvements exceed the amount set forth on **Exhibit 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.

- E. 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.
- F. 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 Wild Horse Drive.

- A. The Town agrees to pay Developer the incremental cost of constructing additional parking areas on North Wild Horse Drive 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 Wild Horse Drive 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 restoration of the grantor property and repairs and replacements of the water line 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 Wild Horse 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 accordance with 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 Agreement or 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: dmcconaughey@garfieldhecht.com

Notice to Developer: Wildhorse Apartments, LLC
Attn: Barry Rosenberg
333 E Main St Ste 300
Louisville, KY 40202

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

ATTEST:

Art Riddile, Mayor

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

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

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 QUIET 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 46°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 15' & 20' 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:

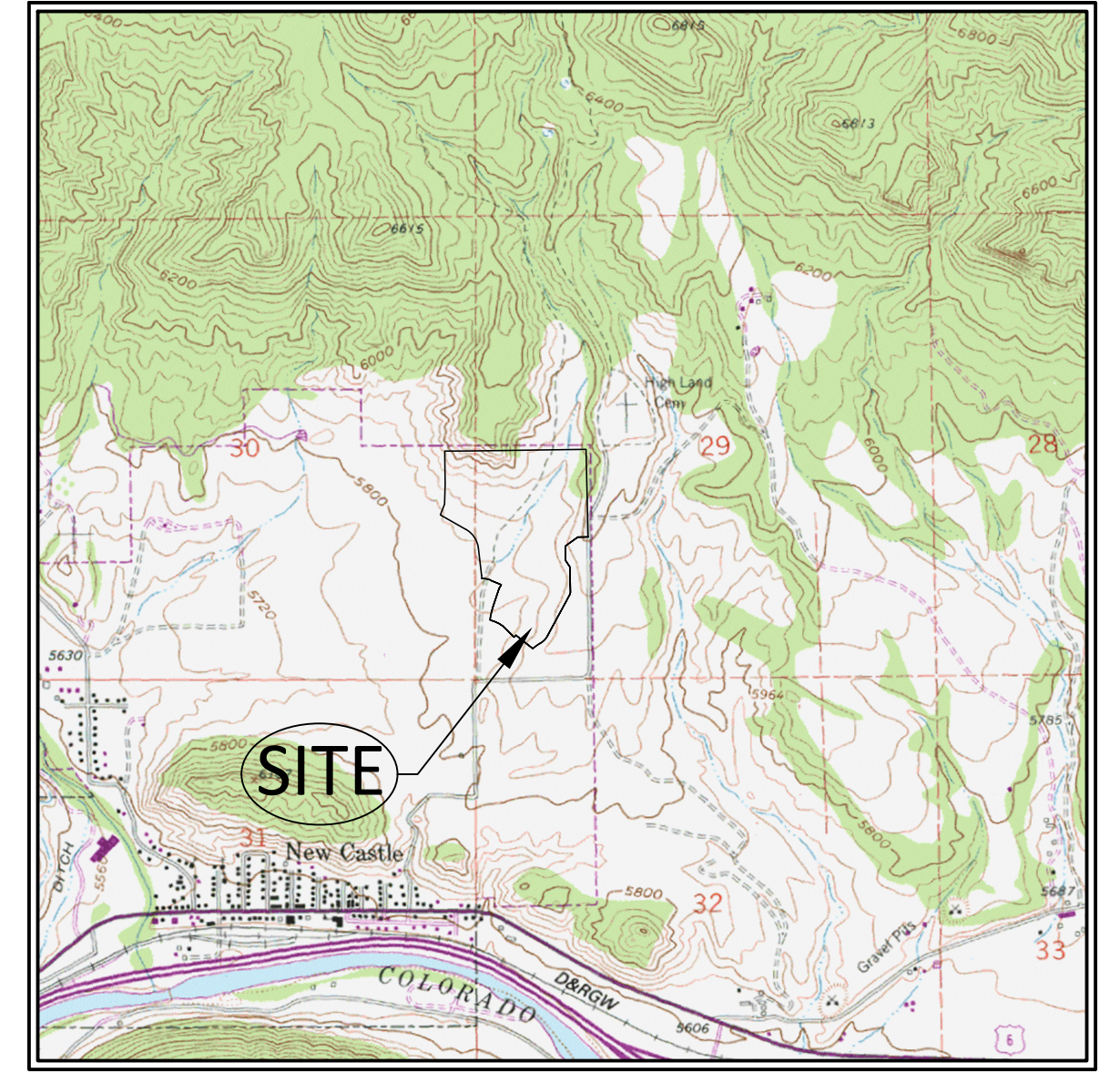
BY: _____
AS: _____ OF LAND TITLE GUARANTEE COMPANY

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

| 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'

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 AB563019458 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 15' TRAIL EASEMENTS EXTEND 7.5 FEET ON EITHER SIDE OF THE LINE DEPICTED HEREON. ALONG THE BOUNDARY LINE, THE TRAIL EASEMENTS ARE 20' WIDE, 10' ON EITHER SIDE OF THE LINE AS SHOWN HEREON. TRAIL EASEMENTS ARE FURTHER DESCRIBED IN THAT CERTAIN TRAIL EASEMENT AGREEMENT 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 ___, A.D. 2025.

Z:\PLS\stamp.png

GEOFFREY R. KELLER
REGISTERED LAND SURVEYOR #37997

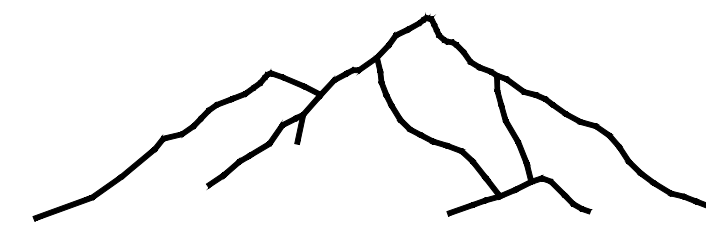
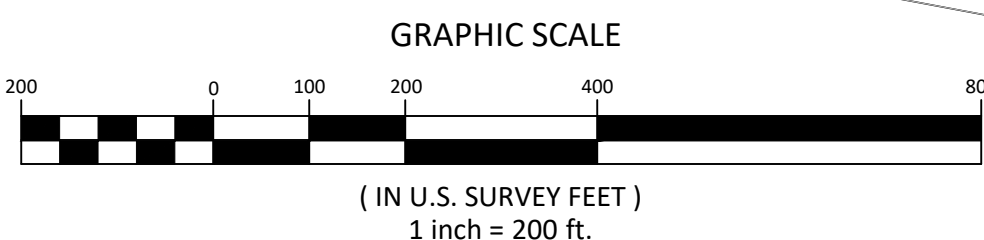
CLERK AND RECORDER'S CERTIFICATE

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: _____

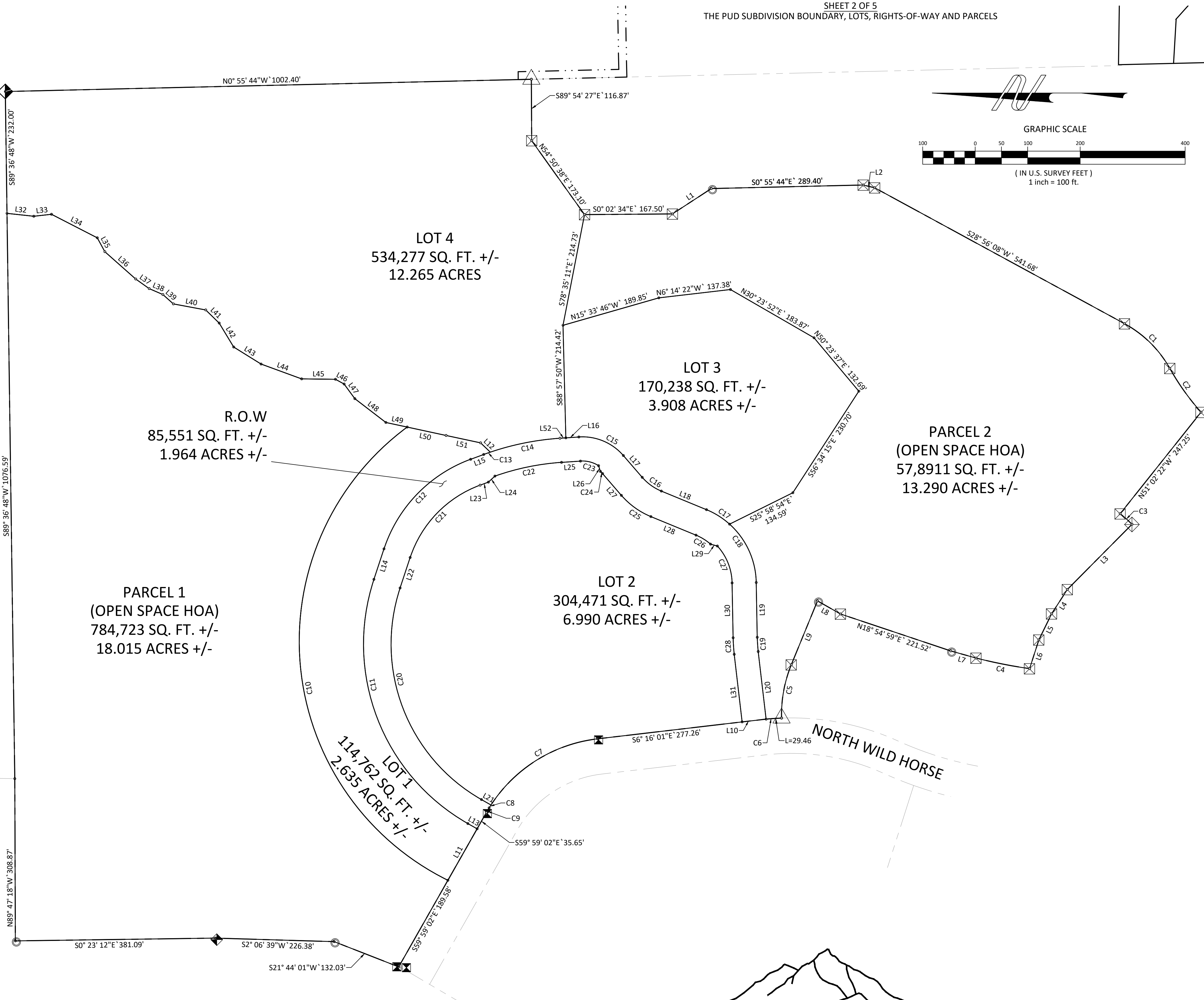
DEPUTY _____



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

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 5
THE PUD SUBDIVISION BOUNDARY, LOTS, RIGHTS-OF-WAY AND PARCELS



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

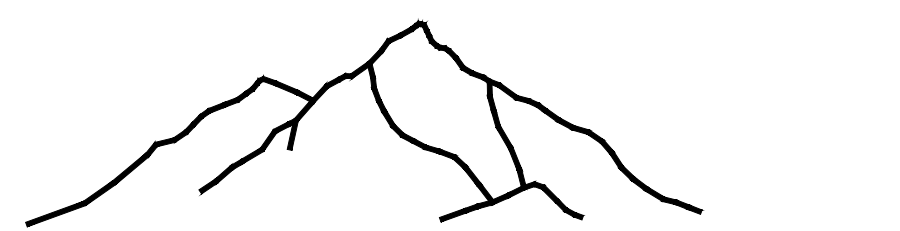
MONUMENTS WERE FOUND FLUSH WITH THE GROUND UNLESS OTHERWISE STATED

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

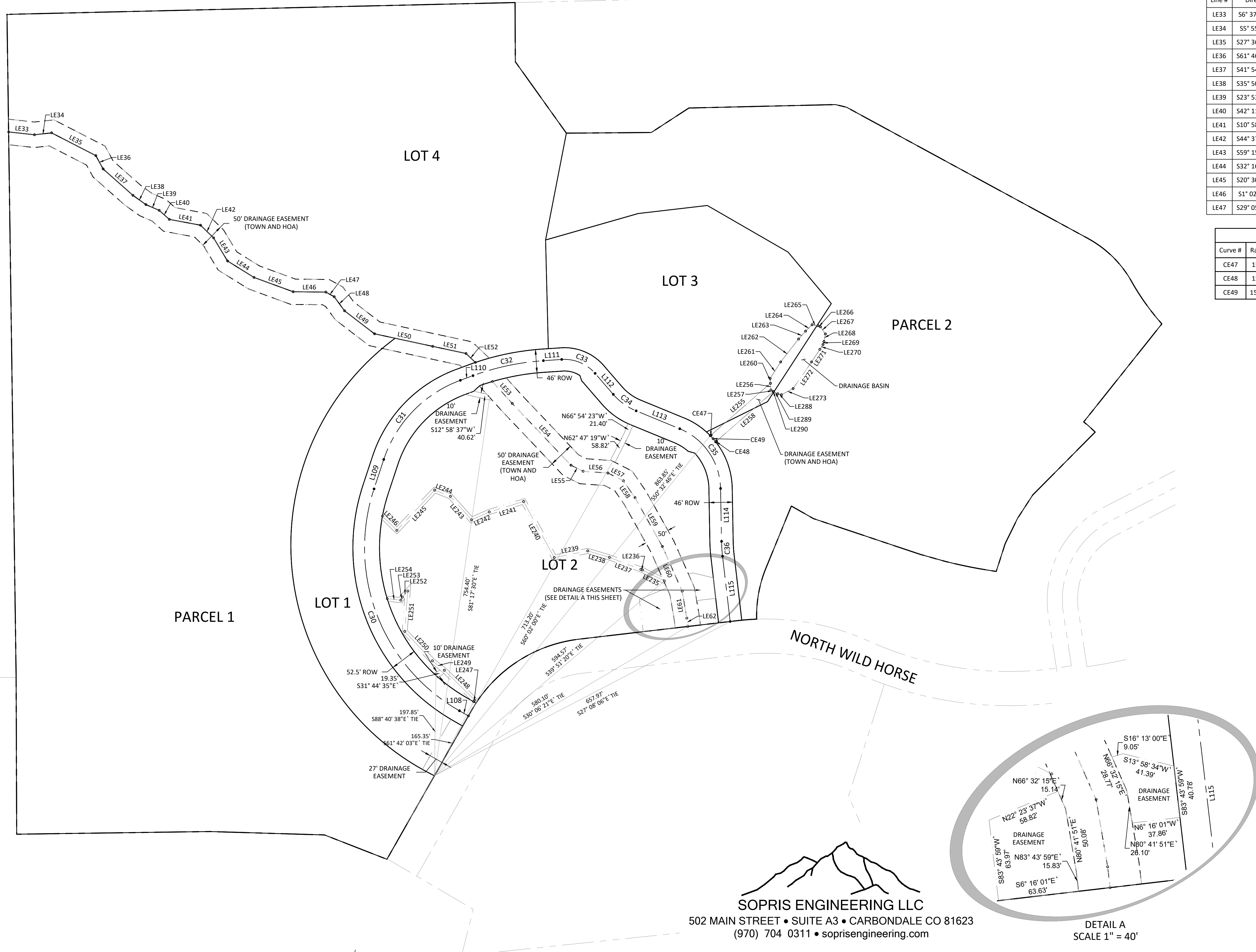
| Line Table | | | Line Table | | | Curve Table | | | | | | |
|------------|---------------|---------|------------|---------------|---------|-------------|----------|---------|---------|------------|-----------------|---------|
| Line # | Direction | Length | Line # | Direction | Length | Curve # | Length | Radius | Tangent | Delta | Chord Direction | Chord |
| L10 | S6° 16' 01"E | 37.17' | L36 | S41° 54' 22"W | 78.50' | C7 | 246.82' | 281.25' | 131.99' | 50°16'56" | S31° 24' 30"E | 238.98' |
| L11 | S59° 59' 02"E | 112.77' | L37 | S35° 50' 28"W | 31.46' | C8 | 6.51' | 277.83' | 3.25' | 1°20'30" | S57° 32' 44"E | 6.51' |
| L12 | N44° 00' 51"E | 25.61' | L38 | S23° 53' 07"W | 28.51' | C9 | 10.35' | 281.25' | 5.18' | 2°06'32" | S58° 55' 46"E | 10.35' |
| L13 | S30° 00' 58"W | 20.34' | L39 | S42° 11' 13"W | 26.79' | C10 | 1038.68' | 507.31' | 832.89' | 117°18'33" | S85° 16' 20"W | 866.53' |
| L14 | N71° 18' 18"W | 61.12' | L40 | S10° 58' 05"W | 62.67' | C11 | 539.67' | 393.00' | 322.12' | 78°40'44" | S69° 21' 20"W | 498.26' |
| L15 | N19° 46' 22"W | 26.48' | L41 | S44° 37' 07"W | 35.86' | C12 | 245.54' | 273.00' | 131.77' | 51°31'56" | N45° 32' 20"W | 237.35' |
| L16 | S3° 26' 55"E | 24.86' | L42 | S59° 15' 49"W | 53.20' | C13 | 149.01' | 523.00' | 75.01' | 16°19'27" | N11° 36' 39"W | 148.50' |
| L17 | S49° 31' 43"W | 54.84' | L43 | S32° 16' 29"W | 61.43' | C14 | 149.01' | 523.00' | 75.01' | 16°19'27" | N11° 36' 39"W | 148.50' |
| L18 | S22° 45' 24"W | 92.96' | L44 | S20° 30' 45"W | 82.28' | C15 | 95.24' | 103.00' | 51.33' | 52°58'38" | S23° 02' 24"W | 91.88' |
| L19 | N89° 20' 38"E | 104.39' | L45 | S1° 02' 59"W | 64.48' | C16 | 45.32' | 97.00' | 23.08' | 26°46'19" | S36° 08' 34"W | 44.91' |
| L20 | N83° 43' 59"E | 129.67' | L46 | S29° 05' 56"W | 18.84' | C17 | 52.12' | 153.00' | 26.32' | 19°31'06" | S32° 30' 57"W | 51.87' |
| L21 | S30° 00' 58"W | 20.85' | L47 | S54° 12' 15"W | 34.55' | C18 | 150.52' | 153.00' | 81.98' | 56°21'55" | N61° 09' 40"E | 144.52' |
| L22 | N71° 18' 18"W | 61.12' | L48 | S37° 54' 23"W | 74.47' | C19 | 27.13' | 277.00' | 13.57' | 5°36'39" | N86° 32' 18"E | 27.12' |
| L23 | N19° 46' 22"W | 16.82' | L49 | S12° 34' 16"W | 117.40' | C20 | 467.58' | 340.50' | 279.09' | 78°40'44" | S69° 21' 20"W | 431.70' |
| L24 | N42° 16' 22"W | 16.89' | L50 | N12° 34' 16"E | 75.79' | C21 | 198.32' | 220.50' | 106.43' | 51°31'56" | N45° 32' 20"W | 191.70' |
| L25 | N3° 26' 55"W | 36.20' | L51 | N12° 30' 14"E | 67.24' | C22 | 129.96' | 477.00' | 65.38' | 15°36'36" | N11° 15' 13"W | 129.55' |
| L26 | N72° 01' 43"E | 11.56' | L52 | N3° 26' 55"W | 36.20' | C23 | 36.13' | 57.00' | 18.70' | 36°19'12" | N14° 42' 41"E | 35.53' |
| L27 | N49° 31' 43"E | 54.84' | | | | C24 | 5.67' | 50.50' | 2.84' | 6°25'44" | N46° 18' 51"E | 5.66' |
| L28 | N22° 45' 24"E | 92.96' | | | | C25 | 69.85' | 149.50' | 35.58' | 26°46'19" | N36° 08' 34"E | 69.22' |
| L29 | N16° 06' 51"E | 13.58' | | | | C26 | 32.62' | 100.50' | 16.45' | 18°35'48" | N32° 03' 18"E | 32.48' |
| L30 | N89° 20' 38"E | 104.39' | | | | C27 | 77.31' | 107.00' | 40.43' | 41°23'47" | N68° 38' 44"E | 75.64' |
| L31 | N83° 43' 59"E | 129.59' | | | | C28 | 31.63' | 323.00' | 15.83' | 5°36'39" | N86° 32' 18"E | 31.62' |
| 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' | | | | | | | | | | |


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 5/7/25
 GEOFFREY R. KELLER
 REGISTERED LAND SURVEYOR #37997

G:\2023\33011.CVR R2 RESURVEY\SURVEY DINGS\SURVEY PLOTS\33011.PLA1.S102.DWG - May 07, 2025 - 10:58am

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 3 OF 5
 DRAINAGE EASEMENTS

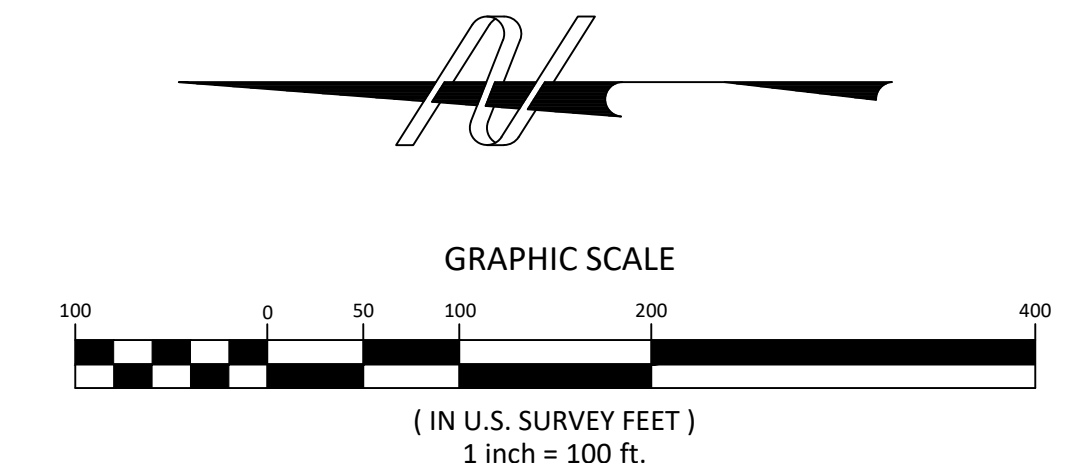


DRAINAGE EASEMENT TABLES

| Line Table | | | Line Table | | | Line Table | | | Line Table | | |
|------------|----------------|--------|------------|----------------|---------|------------|----------------|---------|------------|----------------|---------|
| Line # | Direction | Length | Line # | Direction | Length | Line # | Direction | Length | Line # | Direction | Length |
| LE33 | S6° 37' 21" W | 51.28' | LE48 | S54° 12' 15" W | 34.55' | LE235 | N26° 49' 59" E | 48.32' | LE255 | S40° 42' 34" E | 155.28' |
| LE34 | S5° 55' 59" E | 34.00' | LE49 | S37° 54' 23" W | 74.47' | LE236 | N20° 35' 53" E | 3.50' | LE256 | S86° 36' 12" W | 13.26' |
| LE35 | S27° 36' 01" W | 98.08' | LE50 | S12° 34' 16" W | 117.40' | LE237 | N21° 28' 49" E | 66.56' | LE257 | S35° 09' 23" W | 5.63' |
| LE36 | S61° 46' 46" W | 30.05' | LE51 | S12° 30' 14" W | 67.24' | LE238 | N16° 58' 43" E | 44.42' | LE258 | N40° 42' 34" W | 148.62' |
| LE37 | S41° 54' 22" W | 78.50' | LE52 | S44° 00' 51" W | 25.61' | LE239 | N10° 53' 25" W | 67.51' | | | |
| LE38 | S35° 50' 28" W | 31.46' | LE53 | S48° 20' 16" W | 58.21' | LE240 | N61° 46' 50" E | 126.04' | | | |
| LE39 | S23° 53' 07" W | 28.51' | LE54 | S46° 51' 39" W | 168.15' | LE241 | N16° 29' 29" W | 70.83' | | | |
| LE40 | S42° 11' 13" W | 26.79' | LE55 | S26° 32' 16" W | 26.81' | LE242 | N23° 32' 51" W | 38.25' | | | |
| LE41 | S10° 58' 05" W | 62.67' | LE56 | S4° 36' 48" W | 49.02' | LE243 | N48° 23' 10" E | 62.29' | | | |
| LE42 | S44° 37' 07" W | 35.86' | LE57 | S27° 12' 41" W | 34.17' | LE244 | N22° 03' 47" E | 33.36' | | | |
| LE43 | S59° 15' 49" W | 53.20' | LE58 | S55° 43' 55" W | 40.37' | LE245 | N46° 22' 21" W | 108.94' | | | |
| LE44 | S32° 16' 29" W | 61.43' | LE59 | S61° 08' 15" W | 110.58' | LE246 | N45° 00' 00" E | 39.91' | | | |
| LE45 | S20° 30' 45" W | 82.28' | LE60 | S66° 32' 15" W | 96.39' | LE247 | S54° 51' 12" E | 3.67' | | | |
| LE46 | S1° 02' 59" W | 64.48' | LE61 | S80° 41' 51" W | 53.85' | LE248 | N44° 57' 58" E | 84.05' | | | |
| LE47 | S29° 05' 56" W | 18.84' | LE62 | S83° 43' 59" W | 16.50' | 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' | | | |

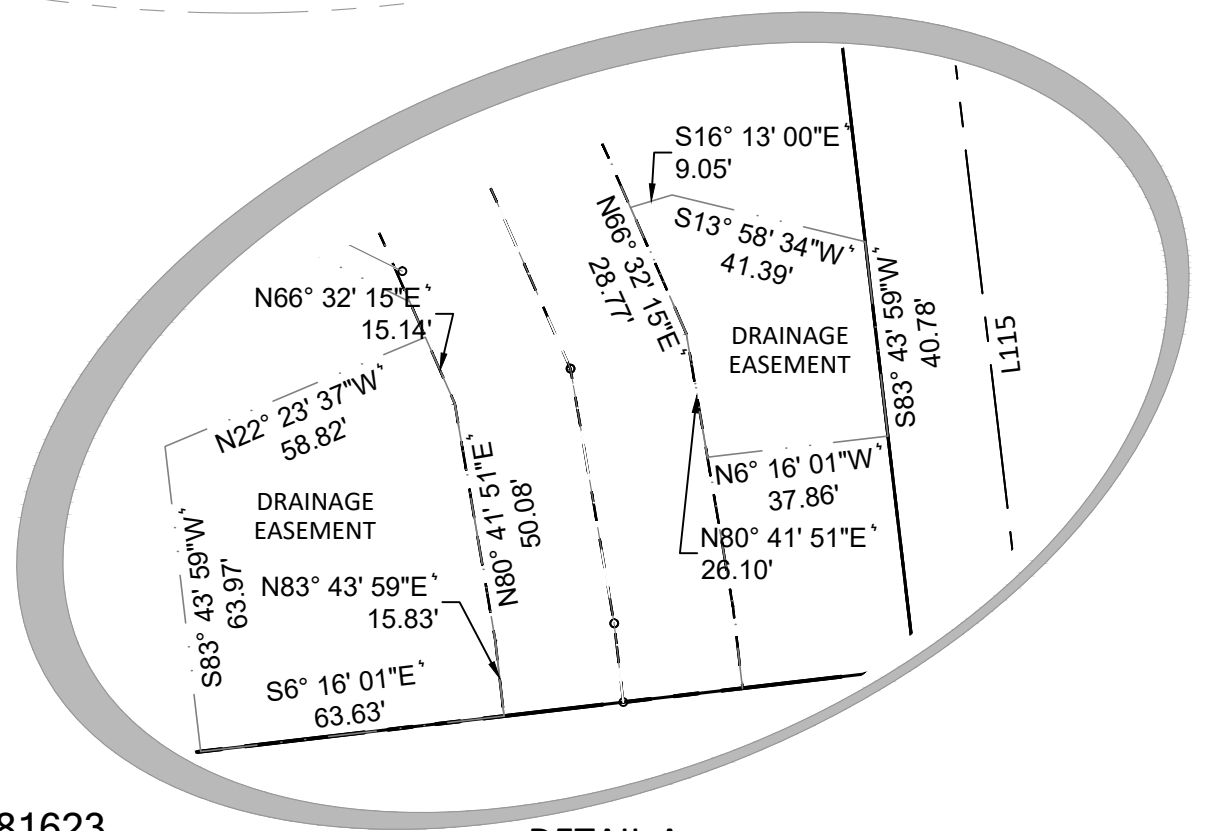
| Line Table | | |
|------------|----------------|--------|
| Line # | Direction | Length |
| LE260 | N86° 36' 12" E | 9.54' |
| LE261 | S57° 02' 28" E | 38.56' |
| LE262 | S51° 35' 30" E | 57.49' |
| LE263 | S48° 03' 56" E | 20.85' |
| LE264 | S43° 59' 42" E | 17.91' |
| LE265 | S9° 53' 39" W | 11.83' |
| LE266 | S22° 58' 52" W | 5.34' |
| LE267 | S55° 49' 54" W | 17.04' |
| LE268 | N78° 55' 58" W | 15.17' |
| LE269 | N71° 43' 19" W | 6.47' |
| LE270 | N56° 49' 57" W | 11.40' |
| LE271 | N56° 02' 55" W | 29.55' |
| LE272 | N54° 49' 52" W | 64.00' |
| LE288 | N15° 34' 18" E | 7.52' |
| LE289 | N25° 09' 19" E | 9.15' |
| LE290 | N35° 09' 23" E | 0.70' |

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



RIGHT-OF-WAY CENTERLINE EASEMENT TABLES

| Curve Table | | | | | Line Table | | |
|-------------|--------|--------|-----------------|---------|------------|----------------|---------|
| Curve # | Radius | Length | Chord Direction | Tangent | Line # | Direction | Length |
| C30 | 370.00 | 508.09 | N69° 21' 20" E | 303.27' | L108 | N30° 00' 58" E | 20.34' |
| C31 | 250.00 | 224.85 | S45° 32' 20" E | 120.67' | L109 | S71° 18' 18" E | 61.12' |
| C32 | 500.00 | 142.46 | S11° 36' 39" E | 71.71' | L110 | S19° 46' 22" E | 26.48' |
| C33 | 80.00 | 73.97 | S23° 02' 24" W | 39.87' | L111 | S3° 26' 55" E | 36.20' |
| C34 | 120.00 | 56.07 | S36° 08' 34" W | 28.56' | L112 | S49° 31' 43" W | 54.84' |
| C35 | 130.00 | 151.08 | S56° 03' 01" W | 85.37' | L113 | S22° 45' 24" W | 92.96' |
| C36 | 300.00 | 29.38 | S86° 32' 18" W | 14.70' | L114 | S89° 20' 38" W | 104.39' |
| | | | | | L115 | S83° 43' 59" W | 129.67' |

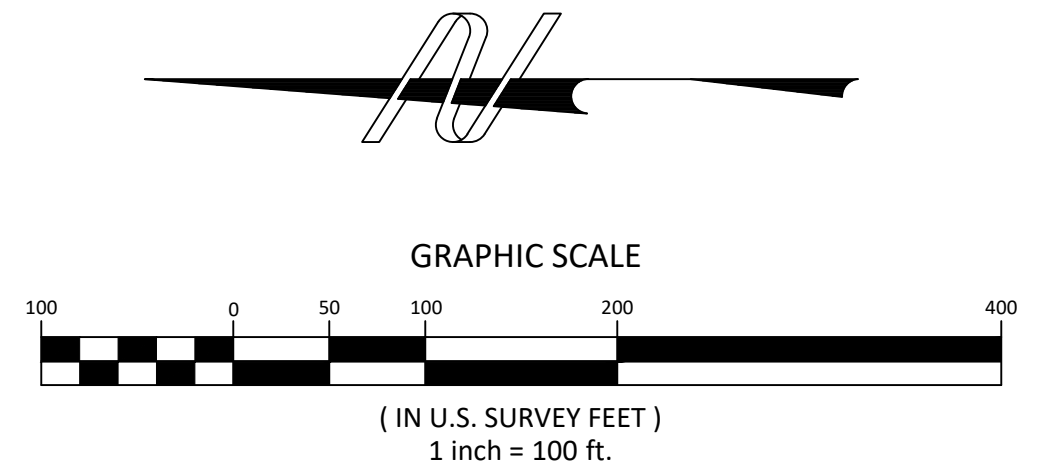


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DETAIL A
 SCALE 1" = 40'

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 5/7/25
 GEOFFREY R. KELLER
 REGISTERED LAND SURVEYOR #37997

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 4 OF 5
 TRAIL AND EMERGENCY ACCESS EASEMENTS



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 Table | | | Line Table | | | Line Table | | | Line Table | | |
|------------|----------------|--------|------------|----------------|--------|------------|----------------|--------|------------|----------------|---------|------------|----------------|---------|
| Line # | Direction | Length | Line # | Direction | Length | Line # | Direction | Length | Line # | Direction | Length | Line # | Direction | Length |
| LE63 | S52° 59' 59" W | 41.63' | LE143 | S15° 00' 50" W | 22.30' | LE170 | S25° 23' 15" W | 37.49' | LE197 | S57° 21' 30" W | 37.02' | LE301 | S15° 08' 52" E | 53.62' |
| LE64 | S60° 21' 13" W | 48.43' | LE144 | S77° 55' 24" W | 21.80' | LE171 | S3° 02' 53" W | 12.48' | LE198 | S62° 48' 48" W | 34.33' | LE302 | S72° 09' 40" E | 11.97' |
| LE65 | S41° 00' 09" W | 49.64' | LE145 | N64° 25' 05" W | 28.22' | LE172 | S11° 16' 11" E | 29.86' | LE199 | S43° 53' 35" W | 45.19' | LE303 | N46° 40' 19" E | 61.69' |
| LE66 | S7° 36' 10" W | 22.14' | LE146 | S84° 39' 57" W | 28.88' | LE173 | S33° 01' 56" W | 30.78' | LE200 | S75° 40' 43" W | 40.16' | LE304 | S70° 37' 25" E | 12.43' |
| LE67 | S39° 52' 58" W | 66.63' | LE147 | N59° 36' 31" W | 21.59' | LE174 | S3° 25' 32" W | 41.87' | LE222 | N36° 39' 06" E | 37.92' | LE305 | S2° 26' 19" W | 44.96' |
| LE121 | S21° 30' 24" W | 49.18' | LE148 | S89° 40' 47" W | 12.01' | LE175 | S62° 24' 56" W | 8.58' | LE223 | N49° 23' 17" E | 157.64' | LE306 | S67° 48' 02" E | 15.75' |
| LE122 | S41° 15' 05" W | 56.80' | LE149 | S54° 42' 25" W | 23.96' | LE176 | S72° 59' 12" W | 18.90' | LE224 | N34° 19' 54" E | 39.21' | LE307 | N41° 09' 26" E | 42.04' |
| LE123 | S42° 06' 22" W | 51.47' | LE150 | S88° 02' 15" W | 40.48' | LE177 | S39° 08' 12" W | 13.64' | LE225 | N36° 17' 01" E | 79.74' | LE308 | S67° 32' 21" E | 15.15' |
| LE124 | S60° 56' 13" W | 28.11' | LE151 | S44° 08' 39" W | 89.29' | LE178 | S2° 05' 09" W | 29.61' | LE226 | N28° 08' 01" E | 76.97' | LE309 | S0° 39' 25" E | 67.17' |
| LE125 | S84° 33' 34" W | 25.37' | LE152 | S13° 22' 19" W | 41.33' | LE179 | S25° 42' 45" W | 61.67' | LE227 | N28° 45' 08" E | 56.48' | LE310 | N27° 25' 36" E | 36.09' |
| LE126 | N73° 29' 00" W | 48.74' | LE153 | S29° 33' 39" W | 36.20' | LE180 | S1° 20' 12" W | 56.73' | LE228 | N18° 24' 24" E | 100.80' | LE311 | N46° 40' 01" E | 175.59' |
| LE127 | S80° 04' 18" W | 49.14' | LE154 | S67° 47' 30" W | 25.69' | LE181 | S18° 02' 18" W | 17.26' | LE229 | N5° 56' 16" E | 94.28' | LE312 | N8° 19' 45" E | 95.87' |
| LE128 | N87° 00' 01" W | 60.16' | LE155 | S24° 46' 28" W | 26.53' | LE182 | S43° 21' 02" W | 24.15' | LE230 | N11° 18' 14" E | 68.93' | LE313 | S85° 12' 16" E | 57.35' |
| LE129 | N70° 13' 38" W | 29.33' | LE156 | S38° 05' 25" W | 34.57' | LE183 | S12° 51' 32" W | 24.24' | LE232 | N5° 51' 44" W | 47.74' | LE314 | N28° 56' 08" E | 432.09' |
| LE130 | N80° 22' 39" W | 23.72' | LE157 | S84° 37' 27" W | 36.22' | LE184 | S58° 27' 57" W | 32.26' | LE233 | N13° 57' 52" E | 57.01' | LE315 | N7° 58' 16" W | 33.32' |
| LE131 | S53° 25' 38" W | 44.72' | LE158 | S38° 36' 08" W | 31.33' | LE185 | S34° 23' 32" W | 22.87' | LE234 | N12° 41' 37" E | 26.70' | LE316 | N2° 22' 54" W | 177.25' |
| LE132 | S85° 41' 30" W | 14.80' | LE159 | S43° 56' 20" E | 33.99' | LE186 | S3° 50' 00" E | 29.13' | LE259 | N42° 59' 02" W | 20.93' | LE317 | N6° 45' 36" E | 41.14' |
| LE133 | N59° 15' 38" W | 21.67' | LE160 | S31° 40' 40" E | 42.34' | LE187 | S23° 42' 31" W | 47.03' | LE291 | N25° 46' 35" W | 27.68' | LE318 | N22° 18' 25" E | 20.75' |
| LE134 | S68° 24' 01" W | 15.41' | LE161 | S67° 05' 41" E | 18.75' | LE188 | S71° 09' 27" W | 35.03' | LE292 | N57° 09' 59" W | 26.01' | LE319 | N0° 55' 44" W | 34.31' |
| LE135 | N73° 03' 27" W | 32.04' | LE162 | S70° 58' 24" E | 35.95' | LE189 | S37° 46' 58" W | 22.13' | LE293 | N78° 31' 47" W | 35.68' | LE320 | N32° 41' 48" W | 88.54' |
| LE136 | S60° 35' 35" W | 14.37' | LE163 | S35° 16' 50" E | 17.86' | LE190 | S31° 59' 29" W | 23.12' | LE294 | N25° 13' 48" W | 43.60' | LE321 | N0° 02' 34" W | 83.83' |
| LE137 | S15° 24' 51" W | 15.26' | LE164 | S1° 46' 53" W | 31.94' | LE191 | S66° 43' 32" W | 45.34' | LE295 | S31° 57' 32" W | 58.10' | LE322 | N29° 24' 46" W | 63.98' |
| LE138 | N77° 23' 56" W | 14.99' | LE165 | S16° 53' 33" E | 14.23' | LE192 | S88° 38' 42" W | 50.99' | LE296 | S6° 44' 59" E | 75.67' | LE323 | N12° 15' 07" W | 41.97' |
| LE139 | S48° 25' 37" W | 14.32' | LE166 | S25° 24' 42" E | 25.99' | LE193 | S74° 57' 46" W | 67.21' | LE297 | S42° 32' 10" E | 115.30' | | | |
| LE140 | N75° 59' 12" W | 54.90' | LE167 | S8° 18' 20" E | 21.54' | LE194 | S44° 56' 27" W | 15.46' | LE298 | S21° 38' 39" E | 146.44' | | | |
| LE141 | S52° 00' 17" W | 27.16' | LE168 | S25° 32' 42" W | 17.16' | LE195 | S67° 20' 56" W | 32.82' | LE299 | S8° 27' 44" E | 174.44' | | | |
| LE142 | S0° 24' 17" W | 19.00' | LE169 | S40° 06' 24" W | 24.93' | LE196 | S9° 46' 43" W | 24.78' | LE300 | S27° 13' 59" E | 79.01' | | | |

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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

PARCEL 1

LOT 1

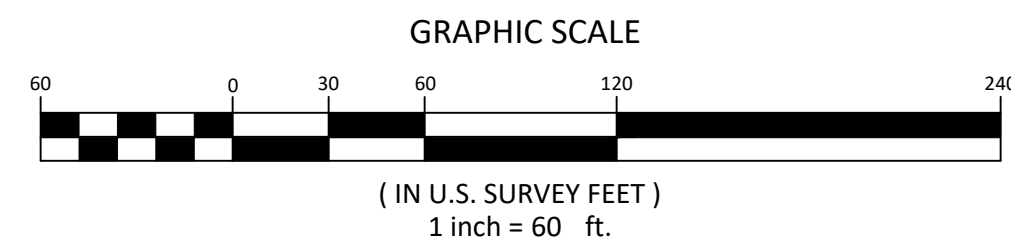
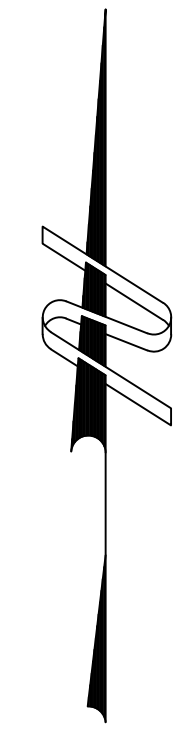
LOT 2

LOT 3

LOT 4

NORTH WILD HORSE

PARCEL 2



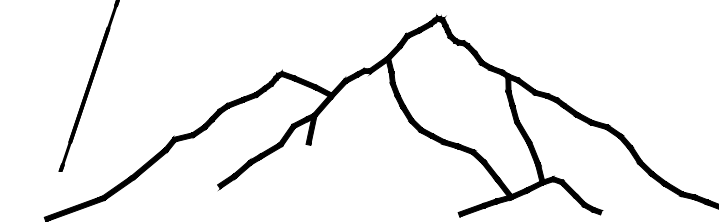
UTILITY EASEMENT TABLES

| 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 # | Radius | Length | Chord Direction | Tangent | Chord |
|---------|--------|--------|-----------------|---------|--------|
| CE50 | 523.00 | 19.96 | N15° 39' 40"W | 9.98' | 19.96' |

| 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 # | 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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(970) 704 0311 • soprisengineering.com

Z:\PLS\stamp.png
5/7/25

GEOFFREY R. KELLER
REGISTERED LAND SURVEYOR #37997



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 Approval of Lakota Waterline Easement Agreement
Date: 05/20/2025

Purpose:

The purpose of this agenda item is to consider approval of a Waterline Easement Agreement with Lakota. During a recent Town Council discussion related to the R2 development application, it was mentioned that the domestic water supply for the north and east areas of Castle Valley Ranch has long been planned to originate from the Lakota water tank, conveyed via a pipeline crossing from Clubhouse Drive to the northeastern portion of Castle Valley Ranch.

Although much of the required infrastructure was previously constructed up to the western boundary of Lakota, near the driving range, it appears that the associated easement was never formally recorded.

Following recent negotiations between the Town and Lakota landowners, The Romero Group, a mutually acceptable easement location and terms have been identified. Town staff and legal counsel have reviewed the proposed agreement and find that it aligns with the original intent of historical land use approvals. The agreement will facilitate the delivery of treated water to future development in Castle Valley Ranch.

PUBLIC WATERLINE UTILITY EASEMENT AGREEMENT

THIS PUBLIC WATERLINE UTILITY EASEMENT AGREEMENT (“Agreement”) is made this ___ day of May, 2025, by and among RG LAKOTA GOLF LLC, a Colorado limited liability company (“Grantor”), and the TOWN OF NEW CASTLE, a Colorado home rule municipality (“Grantee”).

RECITALS

WHEREAS, Grantor is the owner of that certain real property described on Exhibit “A” attached hereto (“Grantor Property”).

WHEREAS, Grantee is the owner and operator of a domestic water system with existing waterline and related water utility infrastructure (“Existing Infrastructure”), a portion of which is already located within the Utility Easement (defined below) on the Grantor Property.

WHEREAS, Grantee desires to extend the Existing Infrastructure west across a portion of the Grantor Property to provide water utility service to additional land within the Town of New Castle and to connect it to other infrastructure owned by Grantee.

WHEREAS, Grantor has agreed to grant to Grantee an easement over the Grantor Property for the extension of the Existing Infrastructure as set forth herein.

AGREEMENT

NOW, THEREFORE, the parties hereto, each acknowledging and accepting the receipt of good and sufficient consideration from the making of this Agreement, agree as follows:

1. **Grant of Easement**. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive fifteen-foot-wide easement on, over, under, and across the Grantor Property in the location described and depicted on Exhibit B hereto (the “Utility Easement”). In connection with the initial construction and installation of the New Infrastructure (defined below) and with any future repair or replacement thereof, Grantee shall have the right to conduct temporary construction and excavation activities up to ten feet outside the Utility Easement boundaries for the full length of the Utility Easement, subject to satisfaction of Grantee’s obligations under Section 3, below. In connection with the initial construction of the water line by Grantee, Grantee shall install or cause to be installed at the location of each of the two ninety-degree turns in the water line a “Tee Fitting” or other appropriate fitting to provide a future connection point for Grantor. Each such fitting connection will be equipped with a gate valve and cap, all as generally shown on Exhibit C.

2. **Purpose of Utility Easement**. The purpose of the Utility Easement shall be for access, inspection, construction, operation, use, maintenance, repair, and replacement of a new waterline and related water utility infrastructure (the “New Infrastructure”). The Utility Easement may be used by Grantee and its employees, agents, representatives, and contractors. No structures or other improvements other than those necessary for access to and installation, inspection/testing, use,

maintenance, repair, and replacement of underground water utility infrastructure shall be placed above ground within the Utility Easement.

3. Limitation on Surface Use. The New Infrastructure shall be installed within the Utility Easement and wholly underground except for such infrastructure and improvements as are customarily and necessarily located above ground. The Utility Easement is limited to the purposes described in Section 2 and those activities incidental to and reasonably necessary for access, inspection/testing, construction, operation, use, maintenance, repair, and replacement of the New Infrastructure, the Existing Infrastructure to the extent it is located within the Utility Easement, and their appurtenant facilities. None of such activities shall unreasonably interfere with Grantor's use and enjoyment of the Grantor Property. Grantee shall at all times cause the areas of the Grantor Property affected by the activities provided for herein to be promptly restored to their pre-activity condition at Grantee's sole cost and expense within nine months after the completion of such work by Grantee. Should Grantee fail to do so, Grantor may restore the same at Grantee's cost and expense.

4. Cost and Timing of Installation. The work and associated cost of installing the New Infrastructure and any future repair, maintenance, or replacement thereof shall be the responsibility of Grantee or other third parties, and Grantor shall incur no cost or performance obligations associated therewith; provided, however, that Grantor shall be responsible, at its cost and expense, for repairing any damage done to the New or Existing Infrastructure by Grantor or its employees, agents, contractors, or representatives. The initial construction and installation of the New Infrastructure will commence and conclude during the period that golf operations at the Lakota Links golf course are closed for the season.

5. Future Connection. As additional consideration for the granting of the Utility Easement, Grantor shall have the right, at Grantor's cost and expense, to connect to the New Infrastructure and Grantor's water system, subject to (i) compliance with all public works and other requirements of Grantee related to the connection and use of Grantee's water infrastructure and supply, and (ii) payment of required tap fees at the price in effect at the time of connection.

6. Appropriation. Nothing herein shall be construed or interpreted: (a) to directly or indirectly obligate Grantee to make any payment in any year in excess of amounts appropriated for such year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (c) as a donation or grant to or in aid of any person, company, or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution. All payment obligations of Grantee are expressly conditioned upon the continuing availability of funds beyond the term of Grantee's current fiscal period ending upon the next succeeding December 31.

7. Immunity. Nothing herein shall be construed as a waiver, or partial waiver, of Grantee's immunity under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

8. Covenants Running with the Land; Binding Effect. The rights and interests herein granted shall constitute a burden upon the Grantor Property and shall constitute a covenant running

with the land as to the Grantor Property. This Agreement shall be binding upon the Grantor, the Grantee, and their respective grantees, successors, and assigns.

9. Notices. Any notice required or which may be provided herein shall be deemed given when deposited in the United States mails, postage prepaid, addressed to the Grantor and the Grantee at their last known addresses.

10. Entire Agreement; Modifications. This Agreement contains the entire understanding of the parties regarding the subject matter hereof. There are no representations, warranties, obligations, or understandings regarding the subject matter hereof other than those set forth in this Agreement. This Agreement may not be modified or amended except in a writing executed by all parties.

11. Counterparts. This Agreement may be executed in multiple counterparts all of which when taken together shall constitute an original.

12. Governing Law. The law of Colorado shall govern the validity, construction, performance, and enforcement of this Agreement. The forum for resolution of any and all disputes arising under this Agreement is the District Court in and for Garfield County, Colorado.

13. Attorneys' Fees. In the event of any controversy, claim, or dispute relating to or arising from the provisions of this Agreement or the provisions contained herein, the primarily prevailing party shall be entitled to recover legal fees and related expenses (both court costs and costs of any expert witnesses or consultants) including, without limitation, all post-judgment fees and expenses and costs of collection. Grantee agrees to reimburse Grantor for its attorneys' fees incurred in connection with the review and drafting of this Agreement in an amount not to exceed \$1,500.00.

14. Recording. This Agreement shall be recorded in the real property records maintained by the Garfield County Clerk and Recorder.

[space intentionally left blank; signature pages follow]

EXHIBIT A
Grantor Property Legal Description

Parcel A1, Third Amended and Restated Subdivision Exclusion/Exemption Map of Lakota Canyon Ranch (Formerly Eagles Ridge Ranch), Recorded December 23, 2024, at Reception No. 1003262

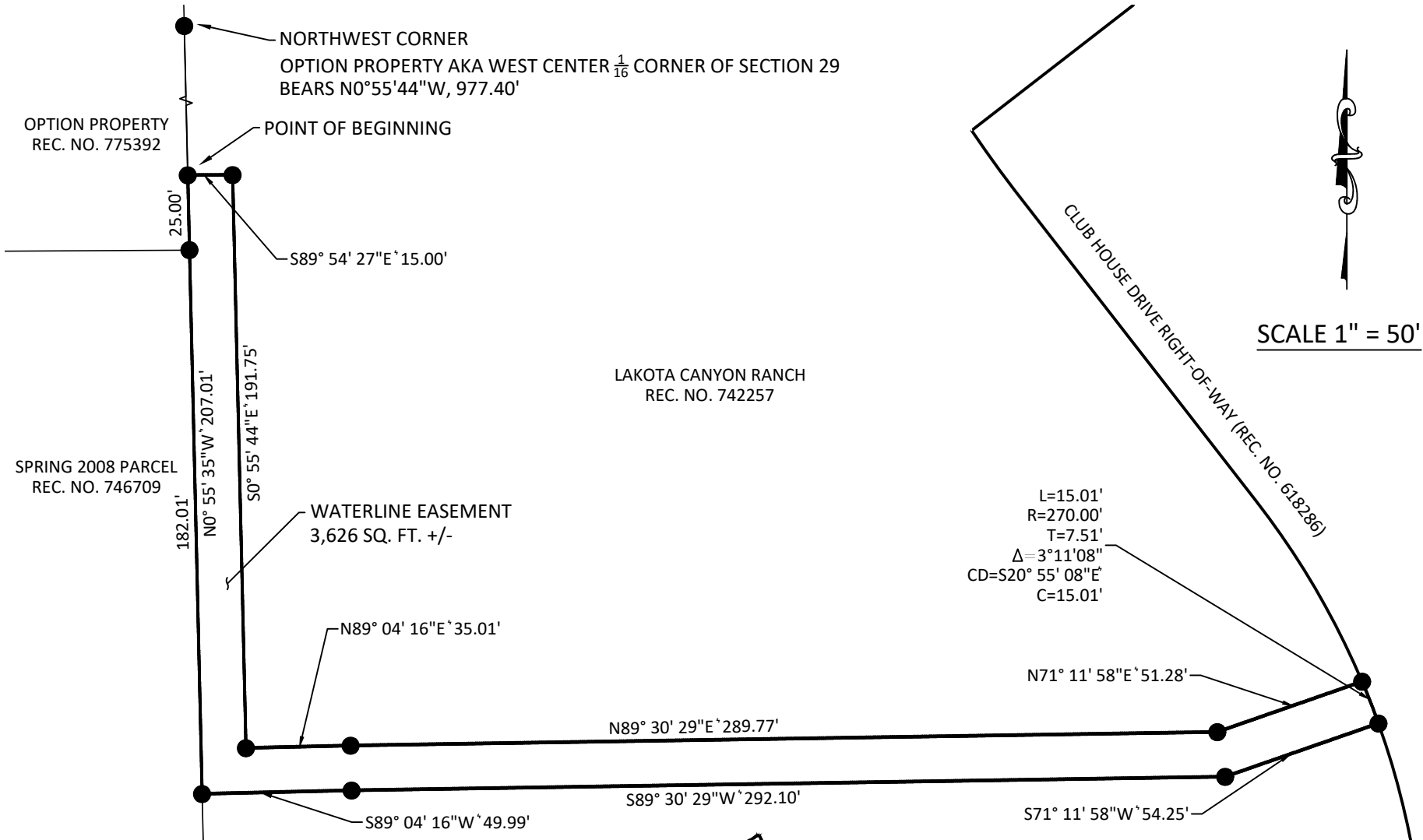
County of Garfield
State of Colorado

EXHIBIT B
Utility Easement Diagram

EASEMENT EXHIBIT
LAKOTA RANCH WATERLINE EASEMENT

SW1/4 OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M.,
 TOWN OF NEW CASTLE, COUNTY OF GARFIELD, STATE OF COLORADO.

SHEET 1 OF 2



SCALE 1" = 50'

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
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 (970) 704 0311 • soprisengineering.com

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LAKOTA RANCH WATERLINE EASEMENT

SW1/4 OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M.,
TOWN OF NEW CASTLE, COUNTY OF GARFIELD, STATE OF COLORADO.

SHEET 2 OF 2

WATERLINE EASEMENT

A WATERLINE EASEMENT SITUATED WITHIN LAKOTA CANYON RANCH PER THE SECOND AMENDED PLAT THEREOF RECORDED FEBRUARY 4, 2008 AS RECEPTION NO. 742257 OF THE GARFIELD COUNTY RECORDS, SAID EASEMENT ALSO SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE COMMON BOUNDARY OF SAID LAKOTA CANYON RANCH AND THE OPTION PROPERTY DESCRIBED IN THE QUIT CLAIM DEED RECORDED SEPTEMBER 21, 2009 AS RECEPTION NO. 775392 OF SAID COUNTY RECORDS FROM WHENCE THE NORTHEAST CORNER OF SAID OPTION PROPERTY (ALSO THE WEST CENTER $\frac{1}{16}$ OF SAID SECTION 29) BEARS N00°55'44"W, A DISTANCE OF 977.40 FEET; THENCE THE FOLLOWING FIVE (5) COURSES:

1. S89°54'27"E, 15.00 FEET;
2. S00°55'44"E, 191.75 FEET;
3. N89°04'16"E, 35.01 FEET;
4. N89°30'29"E, 289.77 FEET;
5. N71°11'58"E, 51.28 FEET TO A POINT ON WESTERLY RIGHT-OF-WAY FOR CLUB HOUSE DRIVE, PER THE PLAT OF LAKOTA CANYON RANCH, FILING NO. 1 RECORDED JANUARY 8, 2003 AS RECEPTION NO. 618286 AT SAID COUNTY RECORDS; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY 15.01 FEET ALONG THE ARC OF A CURVE TO RIGHT, HAVING A RADIUS OF 270.00 FEET; AN INCLUDED ANGLE OF 03°11'08" (CHORD BEARS S20°55'08"E, A DISTANCE OF 15.01 FEET); THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:
 1. S71°11'58"W, 54.25 FEET;
 2. S89°30'29"W, 292.10 FEET;
 3. S89°04'16"W, 49.99 FEET TO A POINT ON THE COMMON BOUNDARY OF SAID LAKOTA CANYON RANCH AND THE SPRING 2008 PARCEL AS DESCRIBED IN THE PLAT RECORDED APRIL 17, 2008 AS RECEPTION NO. 746709 OF SAID COUNTY RECORDS; THENCE ALONG SAID COMMON BOUNDARY N00°55'35"W, A DISTANCE OF 182.01 FEET TO THE CORNER COMMON TO SAID SPRING 2008 PARCEL, SAID LAKOTA CANYON RANCH AND SAID OPTION PROPERTY; THENCE LEAVING SAID COMMON BOUNDARY AND ALONG SAID COMMON BOUNDARY OF SAID LAKOTA CANYON RANCH AND SAID OPTION PROPERTY N00°55'35"W, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 3,626 SQUARE FEET, MORE OR LESS.

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

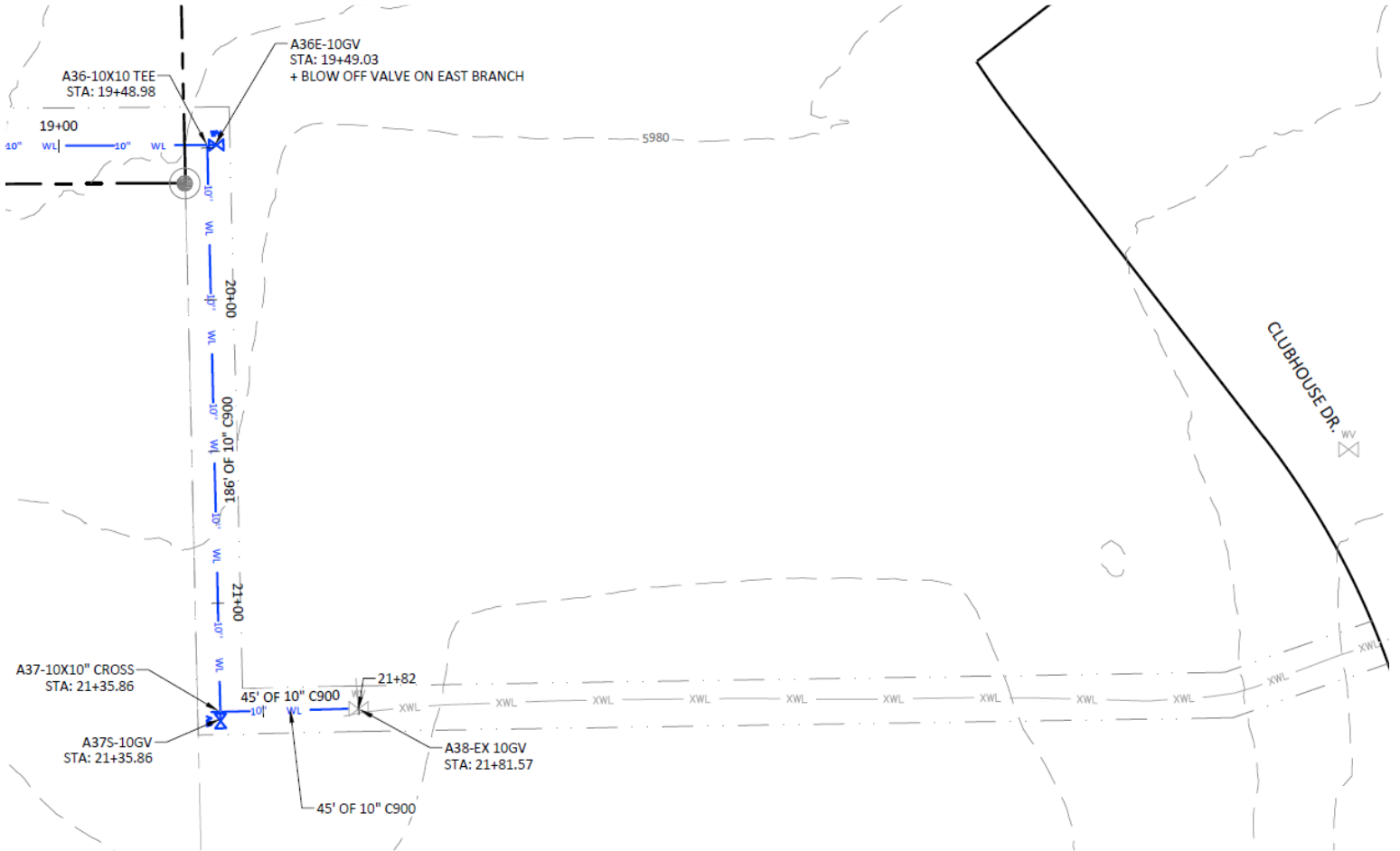
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33011

4/17/2025 33011-PLAT-SH2.dwg

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EXHIBIT C Tee Valve Diagram





The Food Crisis in Our Valleys

MAY 2025

Agenda

- Who is LIFT-UP?
- What is the current state of food Insecurity?
- How is LIFT-UP responding?
- How can you help?





LIFT-UP Our Mission

LIFT-UP is the leader in providing **equitable food security** for individuals and families: educating, building understanding, and support to **end hunger from Parachute to Aspen.**

We serve anyone experiencing food insecurity in Garfield, Eagle, and Pitkin Counties from Parachute to Aspen.



LIFT-UP Programs

Fill bellies from Parachute to Aspen through:

- + **Pantries of Choice:** 6 pantry locations: Parachute, Silt, Rifle, New Castle, Glenwood Springs, Carbondale
- + **New for 2025:** Mobile Pantry
- + **3 Soup Kitchens:** Extended Table
- + **72-Hour Bags:** Emergency food
- + **Current Federal Programming:** CFSP, TEFAP



NEW Mobile Pantry



Farm 2 Food Pantry

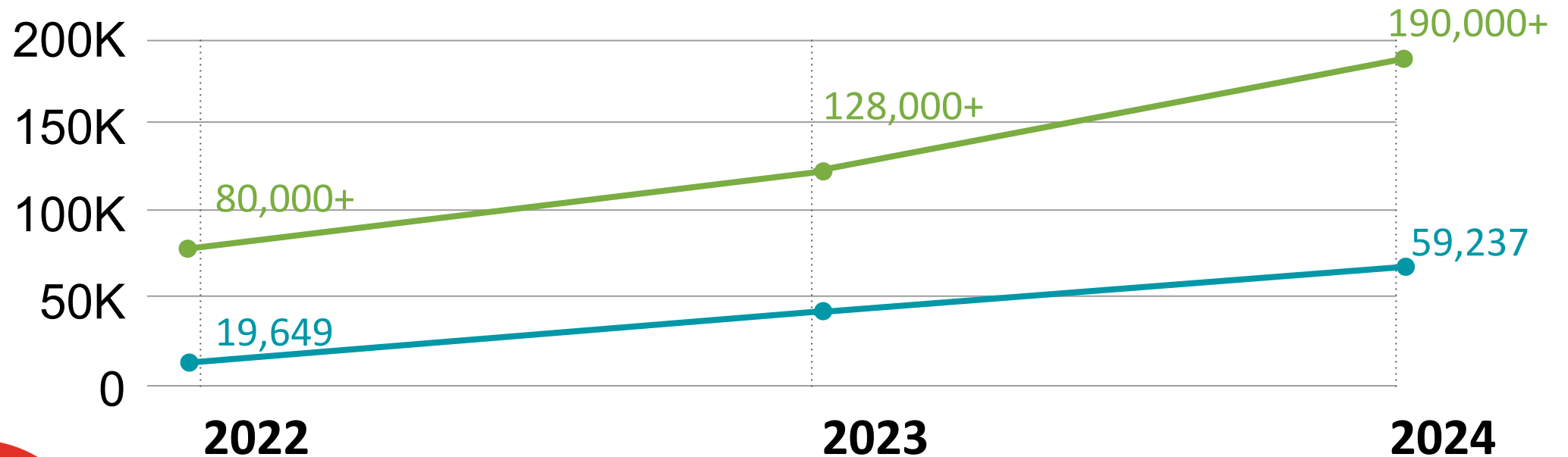
Partnering with local farms, ranches, and small businesses for healthy and nutritious food!

- Early Morning Orchard
- Two Roots
- Up Root
- Wild Mountain Seeds
- Rancho Duranzo
- Green Junction
- Highwater Farm
- ACES Rock Bottom Ranch
- Marigold Farms
- Mountain Meat Packaging



Skyrocketing Demand

LIFT-UP has experienced a 138% growth in visits.



VISITS

GUESTS

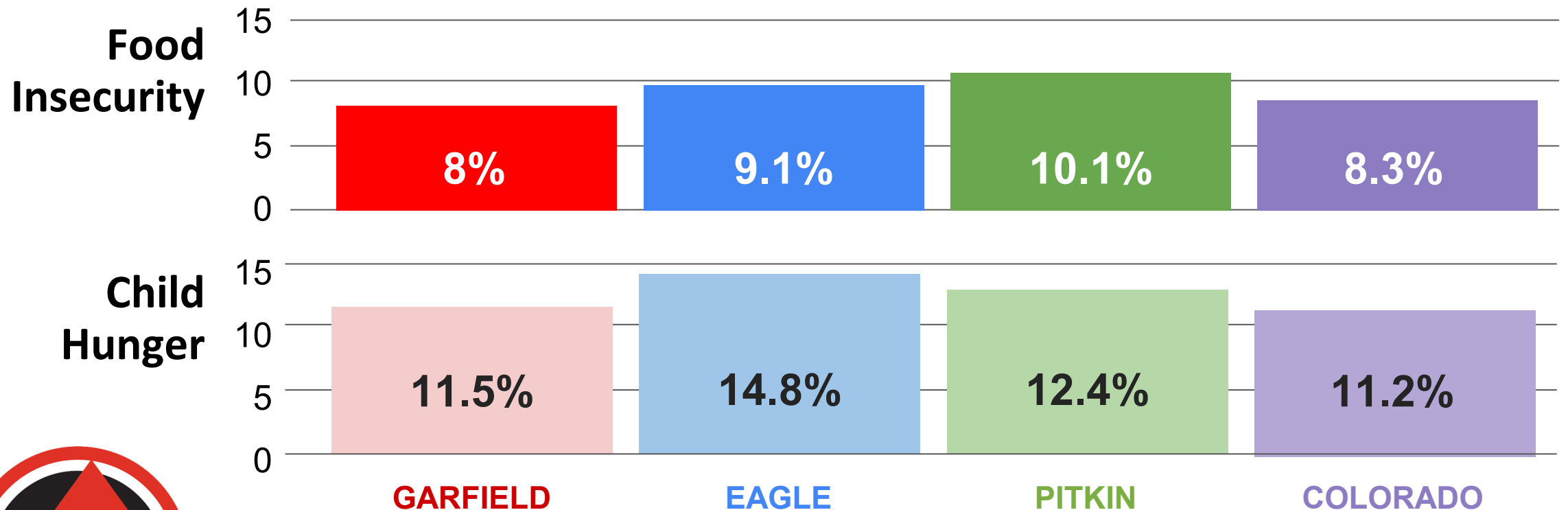
Current Economic Reality - The Perfect Storm

- Federal Nutrition Cuts
 - Post-Covid Reductions in Medicaid, SNAP & TANF eligibility
 - Proposed \$1 billion cut in federal aid for food support in 2025
- Colorado has \$1B budget shortfall
- Locally cost of living continues to:
 - Rent - 8.3 %
 - Food - 10.4 %
 - Gas - 15 %
 - Utilities - 50%
- Post-Covid = no financial cushion



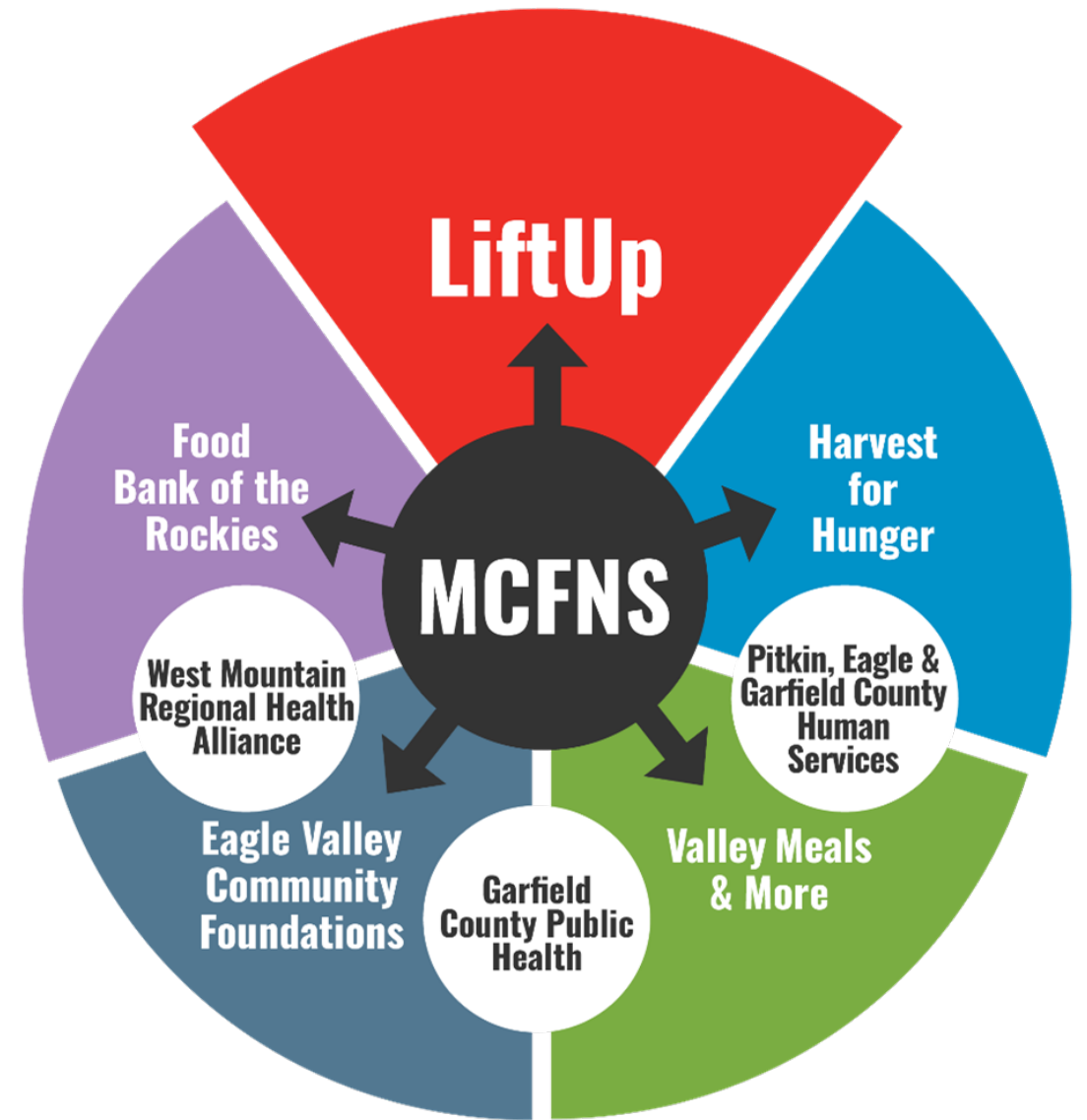
The Existing Food Insecurity Crisis

Food Insecurity in Colorado is 8.3% and 11.2% for children



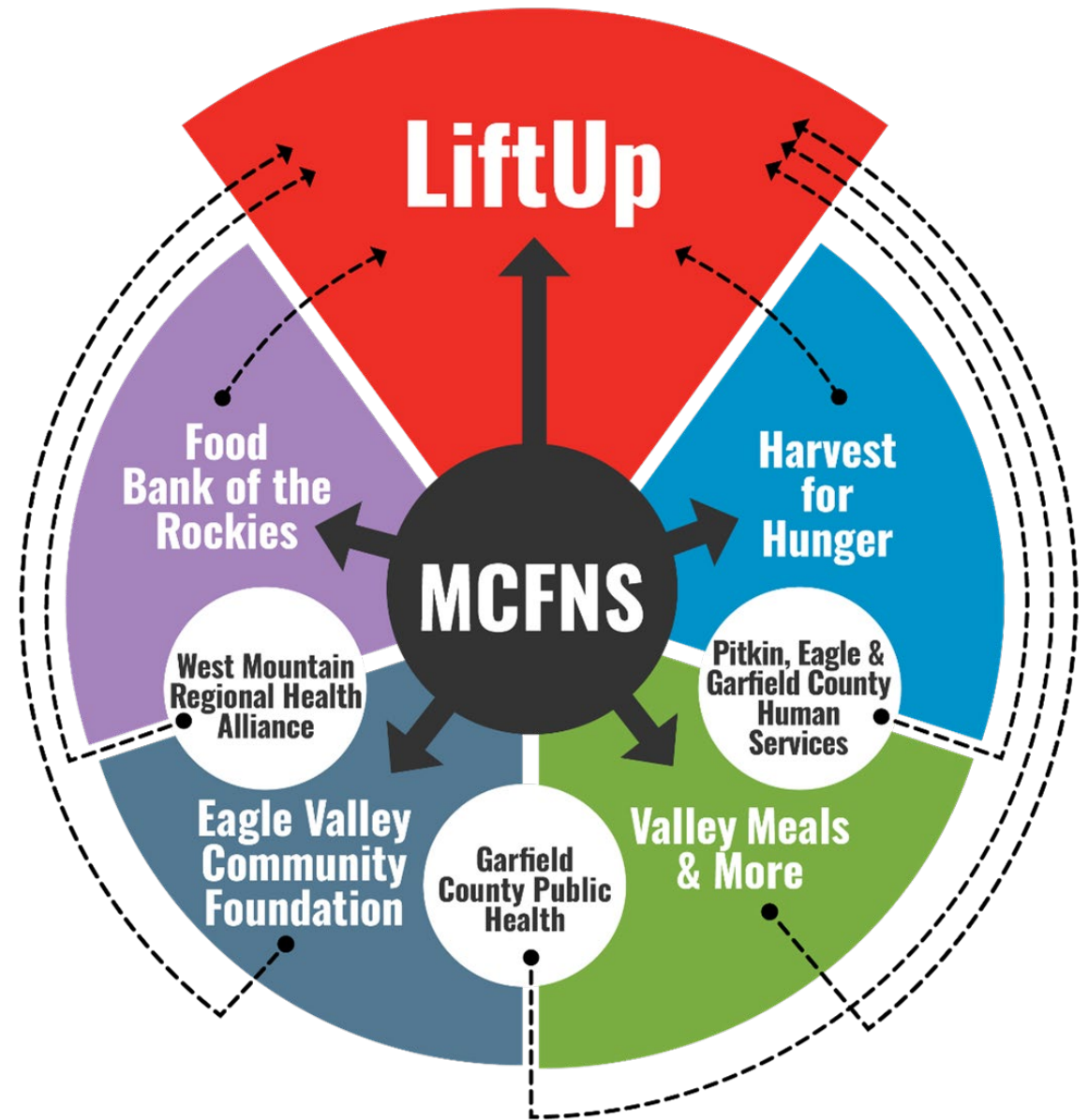
The Mountain Coalition for Food and Nutrition Security

A Regional Systems Approach to End Hunger



The Mountain Coalition for Food and Nutrition Security

A Regional Systems Approach to End Hunger



LIFT-UP Investments to Support Regional Efforts

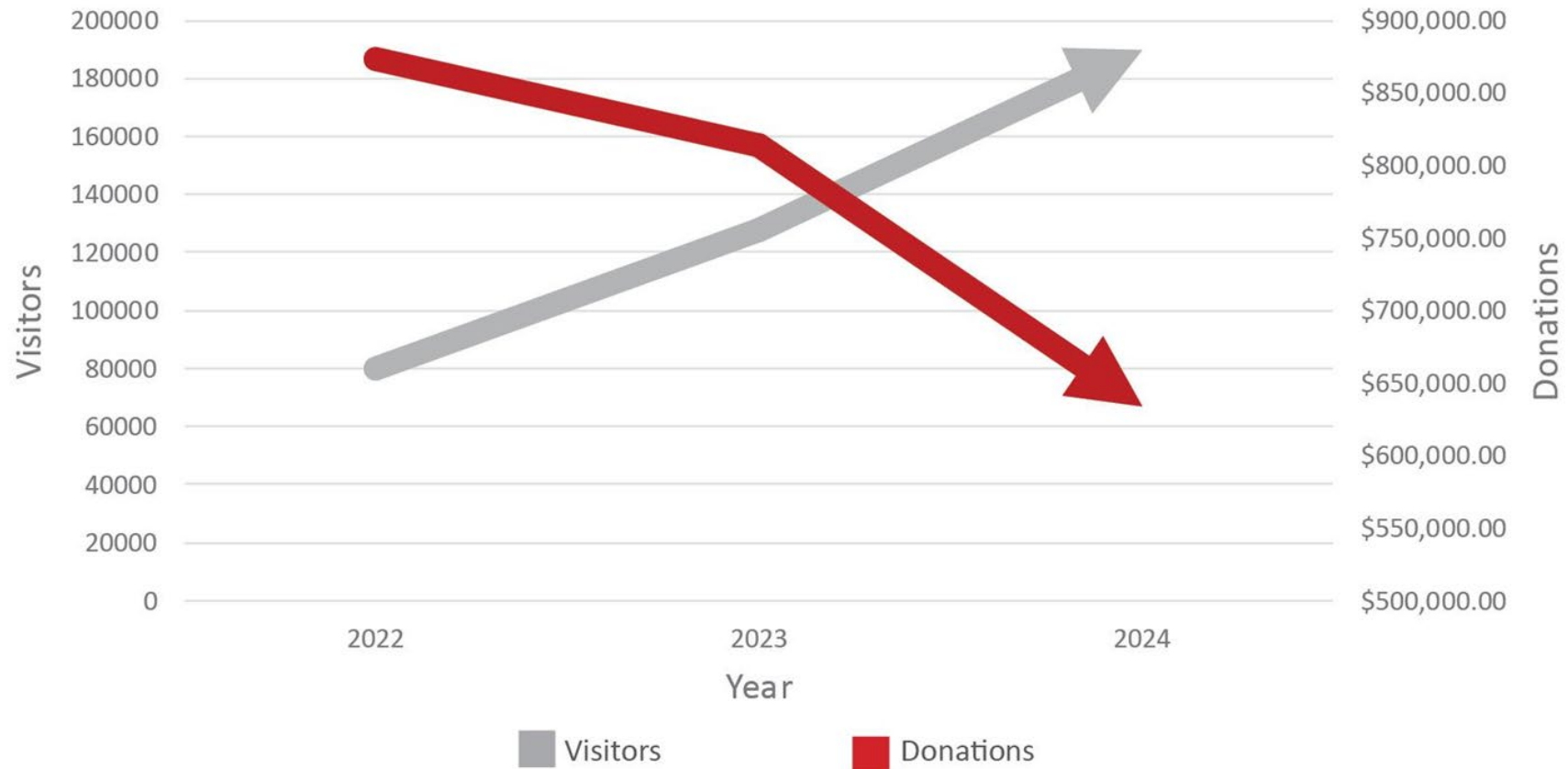
2023-26 Strategic Plan

| MCFNS Strategic Plan Items | LIFT UPs Implementation |
|---|--|
| > 25 miles between food distribution sites | Purchased and staffed mobile pantry, funding and executing on 72-hour bags at partner human service organizations |
| Shared Food Hub - More accessible/robust warehousing + distribution | Purchased regional warehouse for food hub creation |
| Nutrition that aligns with ethnic food preference and personal choice | Expanded foods purchased and implemented “pantry of choice” model in all current distributions |
| More fresh, locally sourced food | Launched and continued to expand the Farm 2 Food Pantry program through forward funded contracts to farmers and ranchers |



The Widening Gap - Operating in the RED

Comparison: Visitors vs. Donations



Heading Towards an Iceberg



Chain Reaction



Ripple Effect



Cutting Back

- Eliminated drive-thru pantries —
Decrease food waste + staff time
- Mortgage payment hold - 6 months
- Offset cost with more local/regional food drives
- Delayed hiring of ED, Program and Operations directors
- Implementing electronic inventory tracking system
- Closed the GWS thrift store
- Implemented guest visit limits



Fundraising Push

2025 Development Tactics:

- The LIFT-UP Board of Directors collectively contributed to a \$63,500 matching gift donation that was achieved in April
- Actively grant writing
- Hired development director - starting this month
- Targeting high-net-worth donors



What is at Stake?

- Partner Programs - 72-hour bags
- Extended Table that serves XXX
- Diaper Program - provides XX diapers
- Close Parachute and Rifle Thrift Stores
- Close distributions locations where property is not owned
- Turn away **ONE** in **THREE** pantry guests



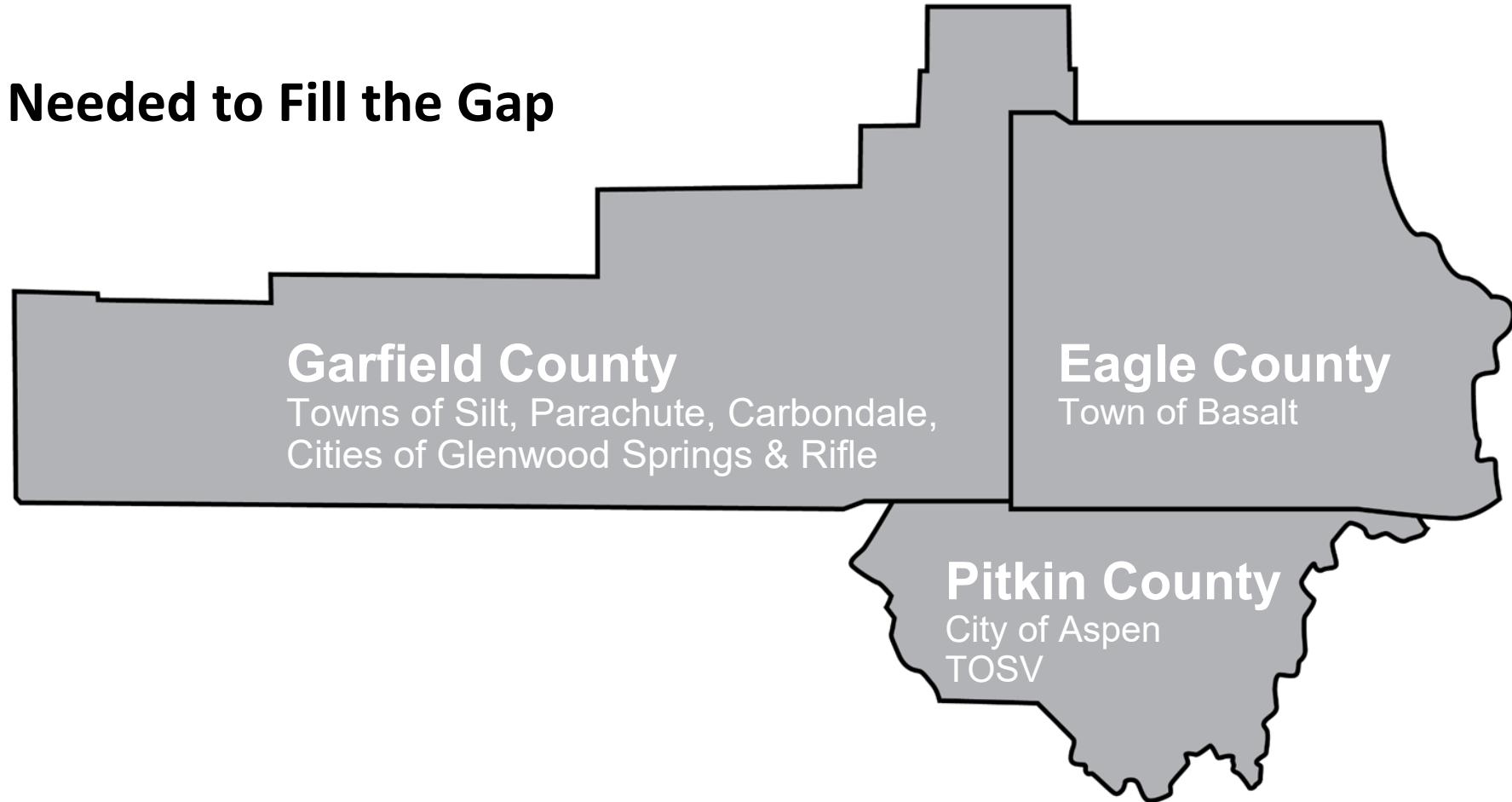
The Pickle

- Went into \$1.5M debt to expand our food distribution infrastructure in 2023
 - Support MCFNS goals
 - Respond to community need
 - Support local farmers
- Unprecedented growth in demand
- Reduction of donations
- Previous and pending fallout of federal and state funding



Investing Together in Food Security

\$2.5 Million Needed to Fill the Gap



One-Time Funding Request

Get LIFT-UP back in the “black”

- Pay off capital debt needed to expand infrastructure for food access
- Have funds to put more food in bellies!



THANK YOU!

“Charitable food assistance is critical for bridging the gap between federal food assistance and meeting basic needs.”

Colorado State University

Food Insecurity in the Parachute to Aspen Corridor Study 2024



Instructions

Corporation, Limited Liability Company or Partnership Report of Changes

Note: Enclose a check Payable to the Authority where this application will be filed. For State only licensees \$100.00 for each new person listed in either section on the application. Masterfile applicants must include a fee of \$250.00 for each person listed payable to the Colorado Department of Revenue. (Application filed directly to the state)

Note: Check the appropriate box at the top to indicate whether you are Limited Liability Company (LLC), Partnership or Corporation.

Attach the following supporting documents to the Report of Changes Application:

- Certificate of Incorporation (or) Date stamped Articles or, Partnership Agreement (Limited and General Partnerships)
- Certificate of Good Standing dated within the last two years
- Certificate of Authority (only if a foreign corporation)
- Copies of minutes of meetings by the Corporation, Limited Liability Company or Partnership supporting the changes reflected on the front of this application. This includes letters of resignation, or appointment of any officers, or directors of a Corporation, or any managing member or members of a Limited Liability Company, or any general or limited partner in a Partnership (including husband and wife partnerships).
- NOTE: If the Licensee as listed on Line 1 has a sole stockholder that is a Corporation, or LLC, or Partnership, attach a letter designating one officer, or managing member or the general partner to be the "principal person" for the applicant. This person MUST ALSO fill out a DR8404-I (Individual History Record) and submit fingerprints by making an appointment with an approved State Vendor through the Vendor's website:

The vendors are as follows:

IdentoGO

Appointment Scheduling Website: <https://uenroll.identogo.com/workflows/25YQHT>

Phone: 844-539-5539 (toll-free)

IdentoGO FAQs: <https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/biometric-identification-and-records-unit-faqs>

State Liquor Code for IdentoGO: 25YQHT

Colorado Fingerprinting

Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>

Phone: 720-292-2722

833-224-2227 (toll-free)

State Liquor Code for Colorado Fingerprinting: C030LIQI

Instructions

Continued

This application and all supporting documents must **first be filed with, and approved by, the local licensing authority (city, town, county)**. Applications will not be accepted unless all applicable questions are fully answered, all supporting documents correspond exactly with the name of the applicant.

1. List the name of the Corporation or Limited Liability Company or Partnership.
2. List the State Sales Tax Number.
3. List the Applicant's State Liquor License Number.
4. List the Trade name of the business.
5. List the area code and telephone number of the business.
6. List the complete address, City, State and Zip Code, of the licensed premises.
7. List your mailing address if different than number 6 above.
8. List all officers, directors of a corporation, or all managing members of the LLC, or General Partners of Limited or General Partnerships. List the person's Position, Home Address, Date of Birth and the name of the person being replaced (if applicable).
9. List all 10% (or more) stockholders or members or Partners, and indicate ownership percentage, Home Address, Date of Birth, and the name of the person they purchased ownership interest from (if applicable).
10. List the name and address for service of the Registered Agent.
11. A person authorized to sign on behalf of the Applicant must sign the application, list their title, and the date the application was signed.
12. **To be filled out by the local licensing authority only. List the name of the authority and indicate if the authority is a county, town/city. Then sign the application, list your title and attest the city/county officials signature and date the application.**

Report of Changes Corporation, Limited Liability Company and Partnership Liquor and Fermented Malt Beverage Licenses

LLC/Partnership Corporation

See Instructions and Fee Schedule on Page 1 and 2

| | | |
|---|--------------------------------------|---|
| Corporate/LLC Partnership Name Colorado Drifters LLC | State Tax Account Number 95184324 | State Liquor License Number 03-21153 |
| Trade Name Down Valley Brewing Company LLC | Telephone Number [REDACTED] | |
| Address of Licensed Premises 589 W Main Street | | |
| City New Castle | State CO | ZIP Code 81647 |
| Mailing Address if different than above 600 Ginseng Rd | | |
| City New Castle | State CO | ZIP Code 81647 |

List all officers, directors (corporation) or Managing Members (LLC) or General Partner(s). Each officer, Director, Managing Member or Partner **Must Fill Out** a DR 8404-I (Individual History Record).

| | | |
|--|------------------------|--|
| Position Held Managing Partner | Name Haley Williams | Date of Birth (MM/DD/YY) [REDACTED] |
| Home Address 600 Ginsend Rd, New Castle, CO 81647 | | Replaces Kyla Hemelt |
| Position Held Managing Partner | Name Brad Williams | Date of Birth (MM/DD/YY) [REDACTED] |
| Home Address 600 Ginsend Rd, New Castle, CO 81647 | | Replaces Joseph Hemelt |
| Position Held | Name | Date of Birth (MM/DD/YY) |
| Home Address | | Replaces |
| Position Held | Name | Date of Birth (MM/DD/YY) |
| Home Address | | Replaces |

List all 10% (or more) Stockholders or 10% (or more) Members or 10% (or more) Limited Partners. Each person listed **Must Fill Out a DR 8404-I (Individual History Record)**

| | | |
|--|---------|--------------------------|
| Stockholders/Members/Partners owning 10% (or more) of business | % Owned | Date of Birth (MM/DD/YY) |
| Brad Williams | 50 | [REDACTED] |

| | |
|--------------------------------------|---------------|
| Home Address | Replaces |
| 600 Ginsend Rd, New Castle, CO 81647 | Joseph Hemelt |

| | | |
|--|---------|--------------------------|
| Stockholders/Members/Partners owning 10% (or more) of business | % Owned | Date of Birth (MM/DD/YY) |
| Haley Williams | 50 | [REDACTED] |

| | |
|--------------------------------------|-------------|
| Home Address | Replaces |
| 600 Ginsend Rd, New Castle, CO 81647 | Kyla Hemelt |

| | | |
|--|---------|--------------------------|
| Stockholders/Members/Partners owning 10% (or more) of business | % Owned | Date of Birth (MM/DD/YY) |
| | | |

| | |
|--------------|----------|
| Home Address | Replaces |
| | |

| | | |
|--|---------|--------------------------|
| Stockholders/Members/Partners owning 10% (or more) of business | % Owned | Date of Birth (MM/DD/YY) |
| | | |

| | |
|--------------|----------|
| Home Address | Replaces |
| | |

| | | |
|--|---------|--------------------------|
| Stockholders/Members/Partners owning 10% (or more) of business | % Owned | Date of Birth (MM/DD/YY) |
| | | |

| | |
|--------------|----------|
| Home Address | Replaces |
| | |

| | | |
|--|---------|--------------------------|
| Stockholders/Members/Partners owning 10% (or more) of business | % Owned | Date of Birth (MM/DD/YY) |
| | | |

| | |
|--------------|----------|
| Home Address | Replaces |
| | |

| |
|------------------|
| Registered Agent |
| |

| |
|---------------------|
| Address For Service |
| |

Oath of Application

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature

Halay Williams

Title

Managing Partner

Date (MM/DD/YY)

05/07/2025

Report of Local Licensing Authority

The foregoing changes have been received and examined by the Local Licensing Authority.

Local Licensing Authority For

County Town/City

Authorized Signature

Title

Date (MM/DD/YY)

Attest

Date (MM/DD/YY)

Do Not Write In This Space – For Department of Revenue Use Only

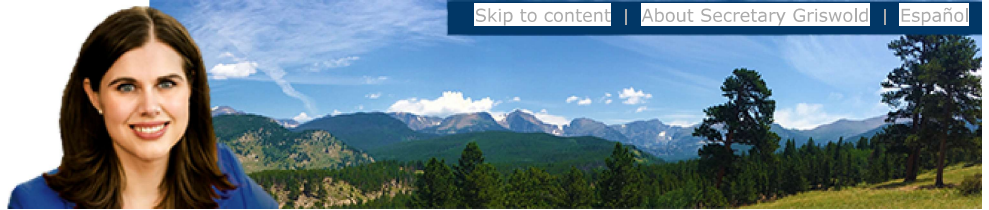
Liability Information

License Account Number

Applicant ID

Check Number

Total



Summary

For this Record...

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[Trade names](#)

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[FAQs, Glossary and Information](#)

| Details | | | |
|---|---|-----------------------|---------------------------|
| Name | Colorado Drifters LLC | | |
| Status | Good Standing | Formation date | 03/31/2022 |
| ID number | 20221342348 | Form | Limited Liability Company |
| Periodic report month | March | Jurisdiction | Colorado |
| Principal office street address | 600 Ginseng Rd, New Castle, CO 81647, Colorado, United States | | |
| Principal office mailing address | 600 Ginseng Rd, New Castle, CO 81647, Colorado, United States | | |

| Registered Agent | |
|------------------------|---|
| Name | Bradley Williams |
| Street address | 600 Ginseng Rd, New Castle, CO 81647, United States |
| Mailing address | 600 Ginseng Rd, New Castle, CO 81647, United States |

[Filing history and documents](#)

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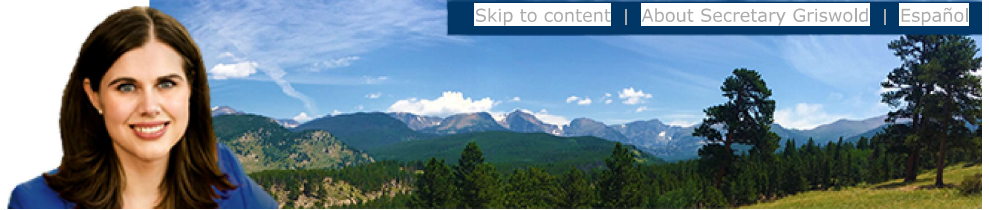
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FAQs, Glossary and Information

| Details | | | |
|---|--|-----------------------|---------------------------|
| Name | Down Valley Brewing Company LLC | | |
| Status | Good Standing | Formation date | 07/17/2024 |
| ID number | 20241748654 | Form | Limited Liability Company |
| Periodic report month | July | Jurisdiction | Colorado |
| Principal office street address | 600 Ginseng Rd, New Castle, CO 81647, US | | |
| Principal office mailing address | 600 Ginseng Rd, New Castle, CO 81647, US | | |

| Registered Agent | |
|------------------------|--|
| Name | Brad Williams |
| Street address | 600 Ginseng Rd, New Castle, CO 81647, US |
| Mailing address | 600 Ginseng Rd, New Castle, CO 81647, US |

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Instruction Sheet for Permit Application and Report of Changes

For All Sections, Complete Questions on Page 2

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 10 on page 6. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 8 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

For a Retail Warehouse Storage Permit, go to page 4 complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.

For a Wholesale Branch House Permit, go to page 4 and complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.

To Change Trade Name or Corporation Name, go to page 4 and complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

To modify Premises, or add Sidewalk Service Area, go to page 7 and complete all questions. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

For Optional Premises go to page 7 and complete all questions. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County).

To Change Location, go to page 5 and complete questions in the section. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit permit application or report of change to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

Noncontiguous or Primary Manufacturing Location Change, go to page 6, and complete questions in the section. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer pursuant to section 44-3-402 or 44-3-403, C.R.S.

Campus Liquor Complex Designation, go to page 8 and complete questions in the section. Submit the necessary information and proceed to page 8 for Oath of Applicant signature.

To add another Related Facility to an existing Resort or Campus Liquor Complex, go to page 8 and complete questions in the section.

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

Applicant is a Corporation Individual Partnership Limited Liability Company

License Number

03-21153

Name of Licensee

Colorado Drifters LLC

Trade Name of Establishment (DBA)

Down Valley Brewing Company

Address of Premises (specify exact location of premises)

589 W Main Street

| City | County | State | ZIP Code |
|------------|----------|-------|----------|
| New Castle | Garfield | CO | 81647 |

Business Email Address

downvalleybrewing@gmail.com

Business Phone Number

9703094838

Select the Appropriate Section Below and Reference the Instructions on Page 1.

Section A – Manager

- Manager's Registration (Hotel & Restaurant)..... \$30.00
- Manager's Registration (Tavern)..... \$30.00
- Manager's Registration (Lodging Facility)..... \$30.00
- Manager's Registration (Entertainment Facility)..... \$30.00
- Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.)..... No Fee

Please note that Manager's Registration for Hotel & Restaurant, Lodging Facility, Entertainment Facility, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.

Section B – Duplicate License

- Duplicate License \$50.00

Section C

- Retail Warehouse Storage Permit (each)..... \$100.00
- Wholesale Branch House Permit (each)..... \$100.00
- Change Corporation or Trade Name Permit (each)..... \$50.00
- Change Location Permit (each)..... \$150.00
- Noncontiguous or Primary Manufacturing Location Change..... \$150.00

- Change, Alter or Modify Premises.....\$150.00 x Total Fee:
- Addition of Optional Premises to Existing Hotel/Restaurant\$100.00 x Total Fee:
- Addition of Related Facility to an Existing Resort or Campus Liquor Complex.....\$160.00 x Total Fee:
- Campus Liquor Complex Designation..... No Fee
- Sidewalk Service Area..... \$75.00

Do Not Write in This Space – For Department of Revenue Use Only

| Date License Issued | License Account Number | Period |
|----------------------|------------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.

Total Amount Due..... \$. 00

Storage Permit

Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

Retail Warehouse Permit for:

On-Premises Licensee (Taverns, Restaurants etc.)

Off-Premises Licensee (Liquor stores)

Wholesalers Branch House Permit

Address of Storage Premises

City

County

ZIP Code

Attach a deed/lease or rental agreement for the storage premises.

Attach a detailed diagram of the storage premises.

Change Trade Name or Corporate Name

Change of Trade Name/DBA only

Corporate Name Change (Attach the following supporting documents)

1. Certificate of Amendment filed with the Secretary of State, or
2. Statement of Change filed with the Secretary of State, and
3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name

New Trade Name

Old Corporate Name

New Corporate Name

Change of Location

Note to Retail Licensees: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority

Date of Hearing

Address of current premises.

Address

City County ZIP Code

Address of proposed New Premises

(Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address

City County ZIP Code

New mailing address if applicable.

Address

City County State ZIP Code

Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.

Noncontiguous or Primary Manufacturing Location Change

Select the option that applies to your situation:

- Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or
- Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).

Address of Location 1:

Address

City County ZIP Code

| | | |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
|----------------------|----------------------|----------------------|

Address of Location 2:

Address

City County ZIP Code

| | | |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
|----------------------|----------------------|----------------------|

Change of Manager

Change of Manager or to **Register the Manager** of a Tavern, Hotel and Restaurant, Lodging Facility and Entertainment Facility liquor license or licenses pursuant to section 44-3-301(8), C.R.S.

Change of Manager

Former Manager's Name

New Manager's Name

Date of Employment

Has manager ever managed a liquor licensed establishment?..... Yes No

Does manager have a financial interest in any other liquor licensed establishment?..... Yes No

If yes, give name and location of establishment

Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area

Note: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed

(b) If the modification is temporary, when will the proposed change:

Start (month/day/year)

End (month/day/year)

Note: The total state fee for temporary modification is \$300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?.....

Yes No

(If yes, explain in detail and describe any exemptions that apply)

(d) Is the proposed change in compliance with local building and zoning laws?..... Yes No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises?..... Yes No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Campus Liquor Complex Designation

An institution of higher education or a person who contracts with the institution to provide food services
I wish to designate my existing:

| | |
|----------------------|-----------------------|
| Liquor License Type | Liquor License Number |
| <input type="text"/> | <input type="text"/> |

to a Campus Liquor Complex..... Yes No

Additional Related Facility

To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the
Related Facility and include the address and an outlined drawing of the Related Facility Premises.

Address of Related Facility

Address

| | | | |
|----------------------|----------------------|----------------------|--|
| <input type="text"/> | | | |
| City | State | ZIP Code | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | |

Outlined diagram provided..... Yes No

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all
attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

| | |
|---|-------------------------|
| Print Name | Title |
| Haley Williams | Owner, Managing Partner |
| Electronic signature is not accepted, physical signature is required. | Date (MM/DD/YY) |
| <input type="text"/> | 05/07/25 |

Report and Approval of Local Licensing Authority (City / County)

The foregoing application has been examined and the premises, business conducted and character of
the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable
provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.

| | | |
|---|---------------------------------|----------------------|
| Local Licensing Authority (City or County) | Date filed with Local Authority | |
| <input type="text"/> | <input type="text"/> | |
| Electronic signature is not accepted, physical signature is required. | Title | Date (MM/DD/YY) |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Report of State Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3,
C.R.S., as amended.

| | | |
|---|----------------------|----------------------|
| Electronic signature is not accepted, physical signature is required. | Title | Date (MM/DD/YY) |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

**COLORADO
DRIFTERS/DOWN
VALLEY BREWING
COMPANY
PO BOX 592
New Castle CO 81647**

| Fees Due | |
|--|------------------|
| Annual Renewal Application Fee | \$ |
| Renewal Fee | 1000.00 |
| Storage Permit \$100 X _____ | \$ |
| Sidewalk Service Area \$75.00 | \$ |
| Additional Optional Premise Hotel & Restaurant \$100 X _____ | \$ |
| Related Facility - Campus Liquor Complex \$160.00 per facility | \$ |
| Amount Due/Paid | \$1000.00 |

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

Paid by check

Uploaded to MoveIt on Date

Paid Online

Licensee Name

COLORADO DRIFTERS LLC

Doing Business As Name (DBA)

COLORADO DRIFTERS/DOWN VALLEY BREWING COMPANY

Liquor License Number

License Type

03-21153 Brew Pub (city)

Sales Tax License Number

Expiration Date

Due Date

9518432 05/29/2025 04/14/2025

Business Address

Street Address

Phone Number

589 WEST MAIN STREET 9709847013

City, State, ZIP Code

New Castle CO 81647

Mailing Address

Street Address

PO BOX 592

City, State, ZIP Code

New Castle CO 81647

Email

DOWN VALLEY BREWING @ GMAIL.COM

Operating Manager

Date of Birth

HALEY WILLIAMS [REDACTED]

Home Address

| | | |
|----------------|-------|--------------|
| Street Address | | Phone Number |
| [REDACTED] | | [REDACTED] |
| City | State | ZIP Code |
| NEW CASTLE | CO | 81647 |

1. Do you have legal possession of the premises at the street address? Yes No

Are the premises owned or rented? Owned Rented*

*If rented, expiration date of lease

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? Yes No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit? Yes No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing? Delivery Takeout Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? Yes No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?..... Yes No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?..... Yes No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?..... Yes No

If yes, attach a detailed explanation.

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

HALEY WILLIAMS

Title
OWNER

Signature
Haley Williams

Date (MM/DD/YY)
04/10/25

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

Name (Individual/Business)

Haley Williams / Colorado Drifters dba down valley bron

Social Security Number/Tax Identification Number

[REDACTED]

Home Phone Number

[REDACTED]

Business/Work Phone Number

[REDACTED]

Street Address

[REDACTED]

City

New CASTLE

State

CO

ZIP Code

81647

Printed name of person signing on behalf of the Applicant/Licensee

HALEY WILLIAMS

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed

Haley Williams

4/11/25

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, HALEY WILLIAMS

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

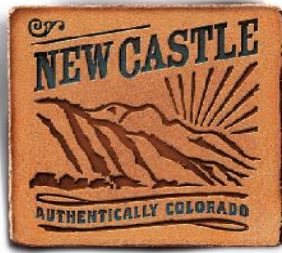
Haley Williams

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.



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 Modification to Dog Leash Law in Frank Breslin Memorial Park
Date: 05/20/2025

Purpose:

The purpose of this agenda item is to evaluate potential changes to the current town-wide dog leash law as it applies to Frank Breslin Memorial Park.

Background:

During the May 6, 2025, regular Town Council meeting, the Council discussed whether Frank Breslin Memorial Park could serve as a location where dogs might be allowed off-leash. This discussion comes in the context of recent efforts to improve leash law compliance town-wide, which have highlighted a renewed need for open space where dogs can run freely.

While the newly constructed Castle Valley Ranch Dog Park was intended to meet this need, Council raised the question of whether one off-leash area is sufficient. Frank Breslin Memorial Park was previously considered for this purpose during planning for the dog park but was ultimately not pursued at that time.

Potential Benefits of Allowing Off-Leash Access at Frank Breslin Memorial Park:

- Located away from residential areas, minimizing neighborhood disruption
- Includes river access, providing opportunities for dogs to swim
- Already suitable for off-leash use without the need for additional fencing
- Can be designated with signage to inform users that leashes are not required
- Offers residents a second option for off-leash recreation, relieving pressure on the existing dog park

Considerations for Implementation:

If the Council chooses to move forward with this change, the following items should be addressed:

- **Boundary Definition:** Clearly define where the park begins and ends

- **Signage:** Install appropriate signs to communicate off-leash status and boundaries
- **Community Messaging:** Provide clear and timely communication to residents about the change
- **Monitoring and Feedback:** Establish a plan to monitor usage and address concerns
- **Definition of Off-Leash:** Clarify that off-leash status requires dogs to be under voice control at all times



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Memorandum

To: Mayor & Council
From: David Reynolds
Re: Agenda Item: Discussion of Modular Home Construction
Date: 05/20/2025

Purpose:

The purpose of this agenda item is to provide an overview of modular home construction and its potential application within our region. This discussion is intended to educate Council on modular home practices, their benefits and challenges, and how they may fit within our current planning, permitting, and development framework.

Background:

Modular home construction—also known as off-site or factory-built construction—has a long-standing history in the United States dating back to the early 20th century, including Sears Roebuck’s “kit homes” in the 1910s and 1920s. Today, modular homes have evolved substantially from their early iterations and are now built to rigorous standards using advanced manufacturing techniques.

Modular homes are constructed in sections or "modules" in a controlled, indoor factory environment and then transported to the building site, where they are assembled on a permanent foundation. Unlike manufactured homes (formerly known as mobile homes), modular homes are built to the same local or state building codes as site-built homes, not a federal HUD standard.

Modular construction is increasingly common in regions facing housing shortages, labor constraints, or harsh weather conditions that restrict traditional building schedules. It is frequently used in states like California, New York, Colorado, and parts of the Pacific Northwest for both affordable and market-rate housing.

Key Considerations:

Advantages:

- **Code Compliance:** Modern modular homes are engineered and constructed to meet the International Residential Code (IRC) and any applicable local amendments, including the

Town's adopted building codes. In many cases, the units are third-party inspected prior to leaving the factory.

- **HOA Compatibility:** With proper planning, modular homes can be designed to comply with specific Homeowners Association (HOA) architectural guidelines and community standards, especially when the HOA reviews exterior materials, colors, and rooflines.
- **Customization:** Modular homes today can be fully customized in terms of floor plans, finishes, and architectural details. Some manufacturers offer design flexibility comparable to traditional site-built homes.
- **Reduced On-Site Disruption:** Since 60–90% of the home is built off-site, the on-site construction timeline is significantly shortened. This reduces noise, traffic, and disturbance to surrounding properties during construction.
- **Weather Resilience During Construction:** Building indoors allows construction to proceed year-round regardless of weather, which can lead to greater quality control and fewer delays.
- **Potential Cost Savings:** Modular construction may reduce construction costs due to bulk purchasing, efficient material use, and lower labor costs. However, these savings vary widely depending on location and project scope.

Challenges and Limitations:

- **Shipping and Delivery Logistics:** Transporting large modules from the factory to the site requires coordination and permits. Narrow roads, bridges, or difficult terrain can complicate delivery.
- **Proximity to Manufacturing Facility:** The benefits of modular construction are maximized when the manufacturer is within a reasonable distance. Transport costs can offset potential savings if the factory is far away.
- **Design Constraints:** While many custom options exist, there may still be limitations related to module dimensions, rooflines, or materials that can be used in the factory.
- **Permit Complexity:** Modular homes may require additional or parallel permit reviews to confirm both factory and site compliance. Coordination between state-level modular approval and local permitting processes can introduce complexity and longer review times.
- **Specialized Contractors:** Modular installation often requires specialized contractors familiar with assembly techniques, utility connections, and post-delivery finish work. This can limit the available labor pool.
- **HOA Review Complications:** Some HOAs may have unclear or restrictive rules regarding modular homes, leading to additional design iterations or approval delays.
- **Code Compatibility Risks:** While most modular homes meet standard codes, not all manufacturers are prepared to comply with very recent or uniquely stringent local code amendments. Verification is necessary on a case-by-case basis.

Conclusions: Modular construction may present an opportunity for local builders as an alternative housing delivery method that may reduce costs, speed up timelines, and provide design flexibility, but such an advantage may not be feasible without suitable local manufacturing facilities. At the same time, it is important to recognize the permitting, logistical, and regulatory challenges that can accompany this construction approach.

PARKING LOT LEASE

THIS LEASE, dated May 20, 2025, is between SAMUEL AND LETICIA GARCIA, individuals, with an address of P.O. Box 109, New Castle, CO 81647, (the "Landlord"), and THE TOWN OF NEW CASTLE, COLORADO, a Colorado home rule municipality with an address of P.O. Box 90, New Castle, CO 81647 (the "Tenant" or "Town").

1. Premises. The Landlord, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Tenant, does hereby lease to the Tenant, the Premises situate in the County of Garfield, State of Colorado, described as follows:

The parking lot adjacent to the east side of the restaurant located at 201 W. Main, New Castle, Colorado, and legally described as Block 3, Lot IO - 12, Original Townsite, Town of New Castle, County of Garfield

(the "Premises").

2. Term and Rent. Said Premises, with any appurtenances, are to be leased to the Tenant from June 1, 2025, until May 31, 2026, at and for a rental totaling \$6,000 for the entire 1-year term, payable in monthly payments of \$500.00 per month. Unless otherwise terminated as provided herein, the term of this Lease shall automatically extend for two consecutive one-year terms. The rental for each renewal term will be the same as the rental for the initial term.

3. Use of Premises. Tenant shall have the right to use the premises as a public parking lot, open and available to the public, subject to all applicable ordinances and regulations of the Town as applied generally to Town property during the term of this Lease. Neither Tenant nor Landlord will use or permit the premises to be used for any purposes prohibited by the laws of the United States or of the State of Colorado or the ordinances of the Town.

4. Improvements. Tenant and/or Landlord shall have the right to make such temporary improvements and install such equipment on the premises as may be necessary to make use of the Premises for the purposes described herein; provided, however, that the parties must mutually agree in writing to such improvements before the same are constructed or installed. No permanent improvements shall be installed by either party except pursuant to further written agreement addressing each party's rights and obligations with respect to such improvements. The Town shall have the right to install informational signage to promote public parking and to limit the hours of use, if desired, such as no overnight parking.

5. Maintenance. Each party shall be responsible for maintaining any equipment installed by that party. The Town shall be responsible for routine maintenance of the Premises, and the Landlord shall be responsible for landscape maintenance.

6. Insurance. Landlord shall be responsible for maintaining its own insurance coverage for its own use of the Premises. The Town shall maintain insurance coverage for the use of the Premises by the public and by Town personnel in amounts at least equal to the liability limits of the Colorado Governmental Immunity Act, with Landlord named as an additional insured party. The Town shall provide Landlord with a certificate of insurance evidencing such coverage upon request.

7. No Subletting. No part of the Premises will be sublet, nor will this lease be assigned, without the written consent of the Landlord being first obtained.

8. Default. In the event that either party is in default of any provision of this Lease, and if such default is not cured within ten (10) business days after written notice thereof to the breaching party, then the non-defaulting party shall have the right to declare this Lease

terminated, in which case Tenant's rental obligations for the remaining initial or renewal term, as applicable, shall cease.

9. Subordination. This Lease shall be subordinate to all existing and future security interests on the premises.

10. Notices. All notices shall be in writing and be personally delivered or sent by first-class mail, unless otherwise provided by law, to the respective parties at the addresses set forth above.

10. Miscellaneous. If any term or provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law. This Lease shall only be modified by an amendment signed by both parties. This Lease shall be binding on the parties, their personal representatives, successors, and assigns. The singular shall be deemed to include the plural. Nothing herein shall be deemed a waiver or limitation of the Town's governmental immunity under statute or at common law. All financial obligations of the Town under this Lease shall be subject to annual budgeting and appropriation.

Landlord

Tenant

Landlord

1 **New Castle Town Council Regular Meeting**
2 **Tuesday, May 6, 2025, 7:00 PM**
3

4 **Call to Order**

5 Mayor Art Riddile called the meeting to order at 7:00 p.m.

6 **Pledge of Allegiance**

7 **Roll Call**

8 Councilor G. Riddile
9 Councilor Leland
10 Councilor Copeland
11 Mayor A. Riddile
12 Councilor Hazelton
13 Councilor Carey
14 Councilor Mariscal

15
16 Absent None
17

18 Also present at the meeting were Professional Assistant to the Town Clerk, Michelle
19 Huster, Town Clerk Mindy Andis, Administrator Dave Reynolds, Town Treasurer Viktoriya
20 Ehlers, Town Planner Paul Smith and members of the public.
21

22 **Meeting Notice**

23 Professional Assistant Huster verified that her office gave notice of the meeting in
24 accordance with resolution TC 2025-1.
25

26 **Conflicts of Interest**

27 There were no conflicts
28

29 **Agenda Changes**

30 Administrator David Reynolds asked for item D to be moved to later in the meeting due to
31 the applicant's travel delay.
32

33 **Citizen Comments on Items not on the Agenda**

34 There were no citizen comments
35

36 **Consultant Reports**

37 Consultant Attorney –not present
38 Consultant Engineer – not present
39

40 **Items for Consideration**

41 **Swearing in of Officer Jeff Cumens**

42 Town Administrator Reynolds introduced Jeff Cumens as a new officer that recently
43 graduated from the academy. Clerk Andis swore in Officer Jeff Cumens and the Council
44 welcomed Officer Cumens.
45

46 **Update –Police Department Regarding Leash Law Compliance**

47 Administrator Reynolds said the council asked at a prior meeting for an update regarding
the off-leash laws. Police Chief Chuck Burrows gave an update on the leash law
enforcement over the past three to four weeks. Chief Burrows said there were 40-50
contacts for dogs being off leash. Chief Burrows said a couple of citations were issued;

48 most cases resulted in warnings. Chief Burrows said the officers have not observed many
49 repeat offenders, indicating that compliance is improving. Chief Burrows explained that
50 their general approach is to issue warnings unless it is a repeat offense, which aligns with
51 their practice of good community policing. Councilor Leland asked about dogs getting
52 loose accidentally versus intentional violations. Councilor G. Riddile asked how many
53 citations were issued for leash law violations and whether there is an official process for
54 documenting warnings. Chief Burrows said a couple so far and several warnings. Mayor A.
55 Riddile shared personal experience with an aggressive off-leash dog and suggested
56 stricter enforcement may be required in some cases. Councilor Carey cautioned against
57 moving too quickly with citations without warnings, except for aggressive dogs. New
58 Castle resident Liana Shaffer said police should be focused on other issues not related to
59 off leash dogs. Ms. Shaffer said that Garfield County should bring animal control back.
60 Chief Burrows emphasized his officers should be allowed to use discretion and focus on
61 problematic cases.

62 **Proclamation Municipal Clerks' Week**

63 Mayor A. Riddile read a proclamation declaring May 5-11, 2025, as Professional Municipal
64 Clerks Week in New Castle. The proclamation recognized Town Clerk Mindy Andis and
65 Professional Assistant to the Town Clerk Michelle Huster for their dedication and service to
66 the community.

67 **Consider E-Bike Referral Letter to BLM**

68 Administrator Reynolds prepared a recommendation letter to BLM regarding the use of e-
69 bikes on New Castle trails. The council reviewed the letter and did not make any changes.
70 Mayor A. Riddile agreed to sign the letter and send it to BLM.

71 **Resolution TC2025-12 –Approving an IGA with Garfield County for Mosquito** 72 **Control**

73 Administrator Reynolds said Resolution TC 2025-12 was an Intergovernmental Agreement
74 (IGA) with Garfield County for mosquito control. Administrator Reynolds said the town has
75 participated in this program since at least 2004 and the cost increased to about \$7,400
76 this year. Administrator Reynolds said that partnering with other communities in the
77 county is more cost-effective than the town spraying independently. Administrator
78 Reynolds said the risks and levels of mosquito populations were expected to be like 2024.

79 **MOTION: Mayor A. Riddile made a motion to approve the Resolution, TC 2025-12,**
80 **Approving and Intergovernmental Agreement with Garfield County for Mosquito**
81 **Control. Councilor Carey seconded the motion, and it passed unanimously.**

82 **Resolution TC2025-13 A Resolution of the New Castle Town Council Authorizing** 83 **the Purchase of Real Property Located at 335 W Main Street**

84 Administrator Reynolds said the resolution was needed to satisfy the title company's
85 requirement for formal council approval of the property purchase at 335 W. Main Street,
86 even though the council had previously approved the contract. Administrator Reynolds
87 said the due diligence process was completed and the closing was rescheduled to
88 Thursday, May 8, 2025, the approval of the resolution.

89 **MOTION: Councilor G. Riddile made a motion to approve Resolution, TC2025-13,**
90 **Authorizing the Purchase of Real Property Located at 334 W Main St, Councilor**
91 **Mariscal seconded the motion, and it passed unanimously.**

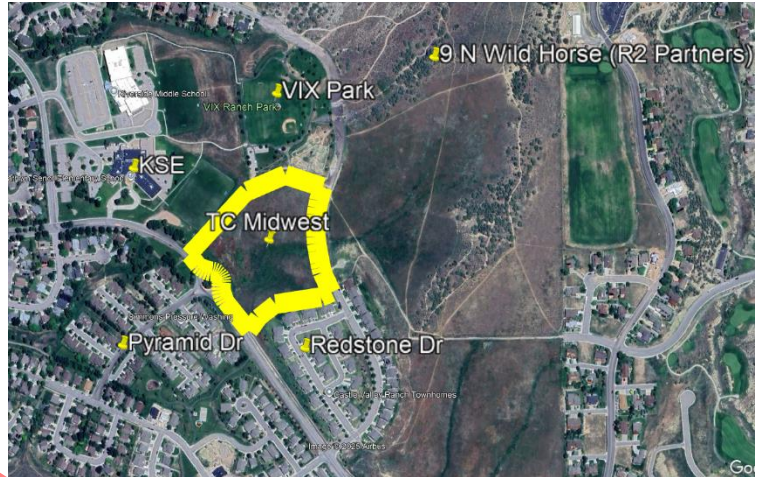
92 **Castle Valley Ranch Filing 14 PA 12 - Sketch Plan**

93 Administrator Reynolds reviewed the Land Use Development Application Process flyer with
94 the council (**Exhibit A**). Planner Paul Smith said the community open house portion of the
95 application process will be on May 14, 2025, at 6:00 pm.
96

97 **Introduction**

98

99 TC Midwest, LLC originally
100 submitted a sketch plan application
101 in February of 2024 proposing
102 commercial development on
103 Planning Area 12 (PA12) east of the
104 Castle Valley Blvd. (CVB)
105 roundabout near Katheryn Senor
106 Elementary and across from
107 Pyramid Dr. That plan included
108 various commercial occupancies in
109 several phases. With the feedback
110 received from the meeting, the
111 Applicant moved to reconsider
112 alternative uses more consistent with the surrounding neighborhood.



113 Planner Smith reviewed his Staff Report (**Exhibit B**). TC Midwest's Applicant Marjan Pasha, and
114 Accounts Manager Brook Whiteside said they were seeking feedback from council so they could make
115 a comprehensive plan that fits the community's needs. Ms. Pasha said she was taking notes to take
116 back to their engineer and architect. Planner Smith asked the council for feedback about the road
117 design and TC Midwest will be noting and considering a couple of options. (**Exhibit C**)

118 The current proposal reflects the outcome of that reconsideration. The plan now proposes
119 all residential, comprised of 66 townhome units in 14, two-story buildings (**Exhibit A, pg. 11**)
120 priced at fair market value. Road designs are to comply with town standards and will be aligned
121 with existing intersections. Open space will include areas for snow storage, a kids park along
122 CVB, and potentially two public pickleball courts integrated with VIX Ranch Park.

123 The sketch plan is the first of three application steps – sketch, preliminary, and final –
124 required for new planned unit developments (“PUDs”) & subdivisions. The sketch plan review
125 assesses initial compliance with town codes, provisions for utilities & infrastructure, substantial
126 conformance to the comprehensive plan, and any adverse impacts to the Town. The review
127 provides the Applicant with preliminary, nonbinding feedback from Staff, the Planning
128 Commission, and Town Council before significant expenses are incurred. Though no approvals
129 are made at this initial step, constructive feedback is anticipated.

130

131

132 **II Staff Review:**

133 Throughout the application process, the submittal documents will be reviewed pursuant to
134 the criteria in the Municipal Code (MC) for planned unit developments (PUDs) and subdivisions.
135 Any proposal should show general conformity to the following (MC 17.100.040(E)):

1. Consistency with the comprehensive plan;
2. Compatibility of proposed zoning, density, and general development plan to neighboring land uses and applicable town code provisions;
3. Availability of town services from public works, fire, and police;
4. Vehicle, bicycle, and pedestrian circulation; and
5. Preservation of the natural character of the land.

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

Applicants are expected to clearly demonstrate substantial conformity with the CP in all applications (**Policy CG-1B**). Substantial conformance to the CP may include:

- Fostering distinctive, attractive communities with a strong sense of place and quality of life.
- Demonstrating a fully-balanced community and land use structure.
- Ensuring a mix of uses that complement existing land-use patterns.
- Creating walkable communities and encourage multi-modal transportation.
- Balancing housing types that support a range of affordability.
- Preserving open space, natural beauty, and critical wildlife habitat.
- Encouraging economic development.
- Providing efficient and cost-effective services.

Balanced Community: To begin, the proposal pairs well with a number of New Castle goals and values, central being a commitment to quality of life. With this value in mind, the Applicant proposes to repurpose the underlying mixed-use zoning with a fully residential site plan. Commercial uses, they maintain, will be considered at a more suitable location (**Exhibit A, pg. 10**). Though “all residential” is potentially a better fit for the location, it will be imperative for P&Z and Council to recognize the growing deficit of commercial prospects in New Castle with each deferment of commercially zoned land. The Applicant is prepared to discuss this concern and the possible relocation of commercial on other properties they own.

Ms. Pasha said that their original plan was not a good fit with the community with commercial space next to the school. Ms. Pasha said that they purchased the parcel on the west side of Castle Valley Boulevard and said it was a better fit to separate the residences and commercial areas. (**Exhibit D**)

Councilor Leland asked if TC Midwest purchased both parcels for the purpose of switching the zoning of the mixed use. Administrator Reynolds reminded council that the commercial use would be a future application.

Smart Growth: The project favors Smart Growth (**Goal CG-5**) including sensitivity to aesthetics – employing architectural features already observed in Town –, recreational opportunities – including trails, courts, a playground, and seamless access to VIX park –, and livability – attention given to pedestrian safety and thoughtful vehicle circulation (**Goal RT-1**). The Applicant’s future commitment to a TBD commercial property along CVB will help right the imbalance of needed goods and services in the immediate vicinity. Staff would encourage improving the sense of place with the addition of outdoor living areas such as covered patios and/or decks within each unit.

178 **Affordability:** A higher density, multifamily development comprised of two and mostly
179 three bedroom units should advance more affordable housing options compared to other
180 places in Town. Floor plans will range from 1,500sf to 2,500sf with garages and should
181 track current market rates. Seven of the 66 units will be two-bedroom. The rest are three-
182 bedroom designs of various sizes. Staff have been in initial conversations with the Applicant
183 about possibilities for affordable housing options and both are ready to discuss possibilities.
184 Guidance from P&Z and Council is welcomed.

185 Ms. Pasha said they were considering a deed restriction or options for town employees to rent 3 to 6
186 units through a right of first refusal. Ms. Pasha said the town would purchase units at the cost of
187 construction. Ms. Pasha said townhomes are more affordable option.

188 Mayor A. Riddile asked if the units were free market. Mayor A. Riddile asked what the price range
189 would be. Ms. Pasha said that they are researching fair market price, and they purchase materials in
190 house and hope to undercut the market for a more affordable option in New Castle. Ms. Whiteside said
191 that they are targeting a price per square foot. Ms. Whiteside said that the current ranges around \$3.70
192 to \$4.14 per square foot and her goal would be below that range.

193 **Trails/Open Space/Recreation:** The site plan establishes a baseline commitment to
194 pedestrian friendly communities and active open space (**Exhibit A, page 15**). The
195 development will memorialize the connecting trail from the CVB pedestrian culvert to the
196 Dog Park. Detached sidewalks will wrap the entirety of the filing allowing non-vehicular
197 access to nearby locations. (**Exhibit C**)

198 The Applicant has volunteered a new pickleball hub to the northeast of the development.
199 Applicant installed and Town maintained, the pickleball courts will be a perpetual Town-wide
200 amenity. Lastly, a children's play area on the south end of the property will be available to
201 kids and families walking home from school.

202 **Preserves Natural Environment:** New Castle is committed to stewardship of the
203 natural environment and recognizes the potential negative impacts of new development.
204 The Town will work with Colorado Parks and Wildlife (CPW) and the Applicant to identify
205 and protect critical environmental resources (**Goal EN-1**). Though CPW defers comment
206 until the preliminary stage, the surrounding areas of the property have historically been
207 recognized as year-long habitat for various birds and mammals. It will be important to
208 minimize conflicts by, for instance, prohibiting dogs off-leash, minimizing light trespass,
209 preserving native habitat, and limiting use of fences. In some cases, added landscape
210 buffers in certain locations may offset these impacts with enhanced vegetation and/or
211 landscape features.

212 New Castle also endorses sustainable building that minimizes the consumption of fossil
213 fuels and maximizes use of renewables (**Goal EN-7**). All buildings will comply with the
214 recently adopted Colorado Electrical and Solar Ready codes. It will be important for the
215 Applicant to discuss how sustainable building measures are featured in the proposal as the
216 application progresses. Net-zero/all-electric alternatives are achievable options manifested
217 in new developments throughout the Valley. No less should be expected of this proposal.

218 Raw water is being considered as the means to irrigate landscaping (**Exhibit A, pg. 13-**
219 **14**). Raw water is non-potable water which bypasses the town's treatment facility thereby
220 eliminating the processing step. The Applicant also receives a 25% reduction in water tap
221 fees as a result of implementation. Opting for raw water is ultimately an economic and
222 sustainability win for all involved.

223 *Manicured landscaping should be minimal and located mainly within active areas*
224 *adjacent to units. Native grasses, drought tolerant shrubs and trees should fill the balance*
225 *of remaining open space. A landscape plan will be required at preliminary plan.*

226 **2) Does the proposal demonstrate compatibility with the proposed zoning, density,**
227 **and general development plan to neighboring land uses and applicable town code**
228 **provisions?**

229
230 **Land Use:** *The Applicant has elected to develop under the CVR MF-2 zoning criteria.*
231 *According to MC 17.104.080, MF-2 is a “multifamily district allowing higher density including*
232 *apartments.” The following land uses are permitted by right:*

- 233 • *Attached dwelling units with rear yards;*
- 234 • *Patio homes;*
- 235 • *Attached dwelling units in structures containing more than two units*
- 236 • *Parking;*
- 237 • *Playgrounds;*
- 238 • *Trails;*
- 239 • *Open space;*

240
241 *The MF-2 also permits the following density and area standards:*

- 242 • *Minimum lot area of 2,200sf;*
- 243 • *Minimum lot area per dwelling unit 1,600sf;*
- 244 • *Maximum building height of 40’*
- 245 • *Minimum front yard setback 18’;*
- 246 • *Minimum side yard setback of 0’;*
- 247 • *Minimum rear yard setback of 10’*
- 248 • *Minimum distance between buildings of 10’;*
- 249 • *Off street parking: 2/unit for duplex, triplex, or four-plex; 1.5/unit for five or more*
250 *units/building + 1 for recreational vehicles per 5 dwelling units;*

251
252 *The proposal adopts strictly permitted uses, with structures complying with density and*
253 *separation. Compliance with building height limits is still indeterminant at this stage.*
254 *However, the Applicant and P&Z agreed to the building heights illustrated in **Exhibit A, pg.***
255 ***27-28**), though in some cases these heights may exceed the technical maximum height*
256 *definition for CVR. Setbacks will be finalized at the preliminary application. These*
257 *provisions aside, the Town Council should prioritize ways of mitigating the potential visual*
258 *impacts of building mass adjacent to the surrounding neighborhoods. Massing alternatives,*
259 *structure orientation, landscape screening, and roof articulation, for example, are ways*
260 *visual impacts can be attenuated. Since the P&Z sketch, the Applicant has added various*
261 *nuances to the architectural aesthetics to address some of these concerns. (**Exhibit A,***
262 ***pages 27-28**).*

263
264 **Off-Street Parking:** *The purpose of off-street parking in the PUD “is to ensure that safe*
265 *and convenient off-street parking is provided to serve the requirements of all land uses in*
266 *the Castle Valley Ranch PUD and to avoid congestion in the streets” (MC 17.104.100). The*
267 *following off-street parking standards apply:*

- 268 • *Duplex, tri-plex or four-plex – Two spaces per dwelling unit;*
- 269 • *Five or more dwelling units in one structure – One and one-half spaces per dwelling*

unit + 1 recreational vehicle parking space for every 5 units in a 5-plex or greater;

Per the standards, required off-street parking totals 121.5 spaces. The Applicant shows approximately 210 functional off-street spaces, 30 units of which are single car garages with four of those single-car garages having two-car-width driveways (**Exhibit A, 11**). Regardless of the overage, Staff recommends a minimum of two-car width driveways for single car garages to solve for issues related to garages used as storage rather than vehicle parking. This tendency inevitably results in “tandem” parking which induces residents to park at least one car on the street which further aggravates street congestion and sometimes compromises safety. The Applicant invites Council’s input as to whether seasonal/RV parking should be included with the proposal. Committing to the full allocation of RV parking would mean a loss of 7 spaces otherwise available for regular vehicles.

On-Street parking: On-street parking serves to accommodate overflow vehicle parking for guests, deliveries, trash pick-up, and emergency vehicles. To the extent these accommodations are priorities for the Town, they deserve special attention in a project design. Proposed ROW cross-sections are illustrated in **Exhibit A, 31-35**. The recently adopted Town standard for residential roads recommends a 58’ ROW cross-section with parallel parking on both sides of the street (**Exhibit A, page 33-34**) and minor collectors reaching 62.0’. (**Exhibit E**)

The application modifies these standards to achieve improved safety and traffic flow. Importantly, these adapted designs currently contemplate no on-street parking. This design variant allows for bike lanes on Silverado Trail, “improves pedestrian safety, and adds to the area’s overall aesthetic”. The central alleyway will be a narrower 12’ drive with travel in both directions. (**Exhibit F**)

The omission of on-street parking is not a novel concept in New Castle and, if designed well, can function effectively. Moreover, considering the number of driveway cuts, there are few areas on this site plan which would accommodate parking. If no on-street parking is elected, Staff would prefer the narrower standards: 56’ ROW w/bike lanes for Silverado Trail and a 52’ ROW for the residential loop roads. Consensus has been for narrower drive lanes to help with speed control and reduce maintenance costs. Council’s input on these matters will be critical early in the application process to guide the Applicant with the final site plan considerations. (**Exhibit G**)

Commissioner Carey said there is a current problem with speed control at North Wild Horse Drive and drivers go slower on the narrower sections. She said she had a concern that parking would be a challenge because many residents have rafts, bicycles and other recreational equipment filling up their garages and they park on the street. Commissioner Leland said that most residents have two cars, and that overflow parking is necessary. Councilor G. Riddile said moving traffic was a priority because people will drive slower on Silverado Trail if cars are parked along the sides. He mentioned the increased traffic from future development R2 make it important for traffic to flow to Castle Valley Boulevard. Councilor G. Riddile said that if the streets are 8 feet wide people will park on the sides of the street and when they are 5 feet wide, they will not have room and he supports 5-foot-wide streets. Councilor G. Riddile also suggested using the roundabout that already exists instead of building another structure to get traffic down Castle Valley Boulevard instead of the neighborhood streets. Councilor Carey agreed with Councilor G. Riddile and suggested the east side of North Wild Horse Drive was a bike lane and the other side was for parking. Councilor Carey said it allows for a bike lane to access the trails, keeps the streets narrower for speed control, accommodates TC Midwest’s vision of bigger front yards and the town’s needs for parking.

317 **3) Is there availability of town services from public works, fire, and police?**
318

319 **Police:** There is little indication that police service would be compromised with the
320 added traffic. However, the Police Department is currently fully staffed with 11 officers.
321 Generally, additional officers are considered for every 1,000 resident increase.
322

323 **Fire:** In response to the current multi-year drought and the ongoing expansion of the
324 wildland-urban interface, Colorado River Fire Rescue now emphasizes the resiliency of
325 structures and improving defensible space (**Goal EN-8**). Recently, such measures were
326 codified with the adoption of the 2021 International Fire and Wildland-Urban Interface
327 Codes. Structures are required to use materials with better ignition resistance than more
328 conventional materials. Limiting the combustion properties of a structure reduces fuel loads
329 thereby inhibiting flame spread and buys time for firefighting during a wildland fire incident.
330 Vegetation or landscaping surrounding new structures will also be scarcer than before in
331 response to the requirements of defensible space.
332

333 **Public Works:** The CVR Master PUD is approved for 1,400 residential units and
334 100,000sf of commercial space. These totals were primarily the result of calculations
335 performed on the basis of water dedicated from Elk Creek. At present, the CVR PUD has
336 no commercial space developed. The current sewer treatment plant is sufficiently sized to
337 process the full build-out of both CVR and Lakota.
338

339 **Raw Water:** Raw water is available at the roundabout on CVB and VIX Park and is
340 expected to irrigate all lots and common areas within the new PUD.

341 **Streets/Snow Storage:** Other than the central, interior alleyway, all roads will match
342 the Town standards. Snow storage totals are not currently tabulated, however
343 separated sidewalks coupled with designated storage locations should be adequate to
344 the task. Snow storage is crucial for public safety, cost savings, and quality of life.

345 Due to the traffic demands for future residential development east of N Wild Horse
346 Dr., Staff suggests that the Applicant consider a southbound right-turn lane (i.e. splitter
347 lane) at the intersection of N Wild Horse and Silverado. The intent here is to encourage
348 vehicles immediately to the west towards the CVB roundabout and hence reducing the
349 potential congestion at the two-way stop of CVB and N Wild Horse.
350

351 **Open Space:** The Applicant has made efforts to integrate open space in three
352 locations (**Exhibit A, 12, 15**). The kid's park, the pickleball courts, and the central
353 accessory spaces will be available to all residents and will complement other amenities
354 in VIX Park.
355

356 **4) Is there adequate vehicle, bicycle, and pedestrian circulation?**
357

358 Because roads will approximate Town standards, the anticipated detached sidewalks
359 will provide a safer and more pleasant pedestrian experience. Driveways fronting
360 Silverado Trail have been removed to expedite vehicle travel through the property. With
361 higher density and disrupted lines-of-sight, it will be important for streets to have high
362 visibility crosswalks, preferably with bump outs, placed in priority locations. The
363 development will also dedicate the connecting trail from the CVB pedestrian culvert to
364 the Dog Park. This path should be modestly landscaped.
365

366 **5) Is the natural character of the land preserved?**
367

368 The parcel slopes gradually downhill from east to west dropping 30-40' in 700ft (~4%
369 slope). Such slopes are rarely problematic from a design standpoint and therefore
370 structural steps or terracing of landscaping should be minimal. Nevertheless, the
371 Applicant should demonstrate material balance of expected cut-and-fill before
372 construction commences. The structural designs appear to preserve and match existing
373 grade features and follow uniformly with the current slope.

374 To conserve water and limit landscape maintenance such as mowing, staff requests
375 the applicant consider drought resistant vegetation and seeding of native grasses to
376 restore disturbed areas to their original state. Sod with landscape irrigation, likewise,
377 should be used sparingly to limit the need for landscape maintenance.

378 Staff recommends landscape berms to obscure traffic noise and headlights along
379 CVB and attenuate noise adjacent to the pickleball courts (see Eagle Ridge Ranch
380 development).

381 III Planning Commission Questions and Comments

382 The Applicant introduced the proposal to the Planning Commission on April 9, 2025.

383 The Commissioners provided constructive feedback, some of which is summarized below:

384 P&Z Comments & Questions/Applicant Answers

- 385
- 386 • The suggestion for a right turn lane on North Wild Horse into Silverado Trail was
387 viewed favorably by the commission.
- 388 • **(Exhibit H)** There was concern over the color scheme of the units. The colors
389 were an example, with no decisions yet on what colors the units would be.
390 Suggestions are welcomed and encouraged.
- 391 • Why not double stack single bedroom units to expand on the potential market for
392 more housing? That wasn't a consideration. The team was focused on providing
393 individual starter homes/smaller family homes with either two bedrooms or three
394 bedrooms.
- 395 • There was conflicting opinions on the usefulness and impact of having
396 designated RV street parking. Some were concerned that the demand wouldn't
397 be met.
- 398 • Are there plans to incorporate front decks to adhere to the comprehensive plan
399 and create a welcoming, community environment? Yes, designing the garages to
400 face the back also helps with that front facing feel as well.
- 401 • Any ideas what the commercial development further down Castle Valley
402 Boulevard will look like? No, it's too early to tell what commercial plans would
403 look like for that future development project. The goal is to provide a good mix of
404 both uses and TC Midwest is excited for that project as they always wanted to
405 develop commercial that would benefit the community.
- 406 • Is there an established construction management easement with R2 Partners?
407 There is still time to finalize the easement, but it has not been approved.
408 Attorneys are reviewing the agreement.
- 409 • What will the HOA manage? TC Midwest researched some companies but did
410 not decide on any details until they received feedback from P&Z on whether the
411 development project was favorable or not. The HOA would be responsible for the
412 open space and alleyway.
- 413 • What would garbage collection look like? The units design provided enough
414 space in the garages to accommodate individual trash bins for trash collection.
- 415 • With the increase in traffic from both TC Midwest and R2 Partners developments,

416 when will the roundabout on Castle Valley Boulevard become two lanes? *Traffic*
417 *studies are required for both and will trigger the need based on the outcome of*
418 *the study.*

- 419 • *No parking on Silverado Trail would best keep that a busy through street. Having*
420 *the road width be 62 feet seemed concerning. A smaller road width would*
421 *maintain that road be just driving only. Unopposed to a bike lane, but eliminating*
422 *bike lanes would narrow the road further.*
- 423 • *The kids park area along Dancing Bear should have a significant berm to buffer*
424 *major street traffic.*
- 425 • *There was a majority consensus about keeping the pickleball courts to the north-*
426 *east of the development as there was no parking available near Castle Valley*
427 *Boulevard.*
- 428 • *Will the road construction to finish North Wild Horse be a single contractor? R2*
429 *Partners would finish the driving lanes. The cost share would include all of North*
430 *Wild Horse, based on a traffic count with the two traffic studies from each*
431 *developer and a projected traffic study further east of the developments.*
- 432 • *What does the landscaping and fencing look like? Landscaping has not been*
433 *planned yet. TC Midwest would like to design similar fencing to match the*
434 *surrounding neighborhoods.*
- 435 • *Would TC Midwest be open to providing any units as deed restricted in regard to*
436 *affordability? Ideally, six units would be ideal. That question would need to be*
437 *brought to the full team of TC Midwest to discuss and decide. TC Midwest is*
438 *definitely interested in helping to create affordable housing. The goal for them*
439 *was to find a middle ground of being affordable, having a good product to sell*
440 *and selling the units quickly.*

441 **IV Staff Recommendations**

- 443 A. *The applicant shall comply with all recommendations of the Town Engineer, Town Public*
444 *Works Director, and Town Attorney provided in response to review of the Application.*
- 445
- 446 B. *Consider narrower Town standards for road designs if on-street parking is to be omitted.*
447
- 448 C. *Consider affordable housing options for employees within the Town of New Castle.*
449
- 450 D. *Consider the addition of outdoor living areas such as covered patios and/or decks within*
451 *each unit.*
- 452
- 453 E. *Demonstrate how the property will be managed through the HOA or sub-association*
454 *including a draft of proposed covenants.*
- 455
- 456 F. *Provide a lighting plan demonstrating that exterior building lighting will be dark-sky*
457 *compliant per the Comprehensive Plan.*
- 458
- 459 G. *Identify all permanent snow storage easements on the final plat.*
460
- 461 H. *Specify on the final plat any open space maintained by the HOA and open space*
462 *maintained by the Town, if applicable.*
- 463
- 464 I. *Request approval of street names through Garfield County Communications to avoid*
465 *any duplication of names in the county dispatch area.*

466

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469

J. Consider landscape berms to mitigate traffic & pickleball noise as well as light trespass along CVB.

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472

K. Party walls shall be designed as a shaft-liner system consistent with UL- U415 (or similar) and approved by the Building Official.

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L. Any trash dumpsters shall be located within an approved trash enclosure that extends six feet high and includes a bear resistant latching mechanism. Any trash receptacles for units shall be of a bear resistant type and stored inside the garage.

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M. 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.

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N. Extend raw water infrastructure from existing stub-outs into the new development.

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485

O. Provide a water sampling station per the recommendations of the Town Engineer and Public Works Director.

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488

P. The Town agrees to facilitate cost recovery for the construction of N Wild Horse Dr in accordance with the provisions of the Cost Recovery Agreement approved by Resolution TC 2025-7 (Exhibit B) as defined in the subdivision improvements agreement (Exhibit M) of Ordinance TC 2025-1 otherwise known as Castle Valley Ranch Filing 13 "9 N Wild Horse".

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491

Q. Prior to the recordation of the plat, the Applicant shall enter into a subdivision improvements agreement with the Town.

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494

R. The sale of individual lots or units within the development may not occur until a plat creating the lot or unit is recorded with Garfield County.

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497

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

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501

Councilor G. Riddile asked if it was appropriate to have the kid's playground on the southern corner. Planner Smith confirmed the location of the kid's playground and wanted to hear community input and councils' recommendations. Councilor Carey suggested a berm to protect the park from Castle Valley Boulevard. Councilor Carey asked if the units plan to be built with sprinklers and fire suppression system. Ms. Pasha said that they are looking into the cost with sprinklers for a later date. Planner Smith explained the difference between building fires and wildland fires. Administrator Reynolds said New Castle adopted the Wildland Urban Interface (WUI) code that protects the outer shell of the building and spoke to the improved fire protection between units included in building codes.

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Councilor Leland said that the alley behind the larger buildings look narrow and was concerned about the large number of cars using the alley. Ms. Pasha said that they want to keep the front yards open and will consider using a one-way alley and consider community input. Councilor Leland said he lives on a one-way narrow road and people must back out frequently to let others by. Ms. Pasha said this alley will allow two cars to pass, however it is tight.

515 Councilor Leland asked the applicant if they have reached an agreement with the R2 Developers about
516 allowing their construction vehicles to pass through, and Ms. Pasha said they are finalizing an
517 agreement.

518 Councilor Copeland asked who would be responsible for plowing the ally at the new development.
519 Administrator Reynolds said the HOA would plow. Ms. Pasha offered to discuss the affordable housing
520 questions. Mayor A. Riddile said the 3 to 6 units discussed already were sufficient. Councilor Carey
521 wanted to see affordable housing offered for other zip codes if the need in New Castle was met.
522 Councilor G. Riddile asked for clarification about the units being sold and not rented and Ms. Pasha
523 said they are free market units, not rentals.

524 **V Next Steps**

525
526 *Comments and recommendations made by staff and the planning commission should inform*
527 *future revisions made to the application prior to Council review.*

528 *After Council sketch review, but prior to the preliminary plan application, the applicant shall*
529 *conduct a **community open house meeting** with the public. The Applicant shall notify the town*
530 *of the date of the community open house and notice the community open house according to*
531 *the Town's public hearing notice procedures set forth in Section 16.08.040, except that notice to*
532 *mineral owners is not required.*

533 *The sketch plan review conducted pursuant to this Section 17.100.040 will remain in effect*
534 *for one (1) year from the date of Council's review. If the applicant does not submit a preliminary*
535 *PUD plan application within said year, the applicant may be required to submit a new sketch*
536 *plan application before filing a preliminary plan application. Similarly, if applicant's preliminary*
537 *PUD plan application includes substantial and material (e.g., proposes new uses, higher density*
538 *development, new or additional variances, etc.) changes from the original sketch plan, the Town*
539 *Administrator may require the applicant to conduct a new sketch plan review.*

540 **VI Sketch Plan Exhibits:**

- 541 A. Applicant Revised Sketch Plan Submittal – April 30th, 2025
- 542 B. Land Development Application – March 7th, 2025
- 543 C. Comments from Fire Marshal – March 27th, 2025

544 *Comments from Town Engineer – April 3rd, 2025*

545 546 **Consent Agenda**

547 Items on the consent agenda are routine and non-controversial and will be approved by
548 one motion. There will be no separate discussion of these items unless a council member
549 or citizen requests it, in which case the item will be removed from the consent agenda.

550 April Bills \$737,598.78

551 April 15, 2025, Minutes

552 Drifters/Down Valley Brewing Company Liquor License Renewal

553 Councilor Hazleton asked the Drifters/Down Valley Brewing Company Liquor License

554 Renewal to be removed from the consent agenda for further discussion. Councilor

555 Hazleton clarification is needed about who the LLC is through. Councilor Hazelton said he

556 had questions about the 15 percent food sales related to the food trucks hours. Councilor

557 Hazelton would like to clarify a few things with the owners. Councilor Hazelton asked if the

558 Drifters/Down Valley Brewing owners are in good standing with the town regarding the

559 money they owed over the year. Administrator Reynolds said the tap fees were deferred
560 until July and Treasurer Ehler's said the past consultant fees were paid. Mayor A. Riddile
561 said to mention the trash in the back of the property to the owners.
562 **MOTION: Mayor A. Riddile made a motion to approve the consent agenda without**
563 **the liquor license renewal for Drifters/Down Valley Brewing Company. Councilor**
564 **Mariscal seconded the motion, and it passed unanimously.**
565

566 **Staff Reports**

567 **Town Administrator** – Town Administrator Reynolds provided updates from the meeting
568 with local pastors aimed at reviving a community worship service during the Burning
569 Mountain Festival. Administrator Reynolds said the town was successful with being
570 awarded two AGNC grants. One for the cleanup of a recently purchased town property at
571 335 West Main Street and the second for new signage and paint for the museum.
572 Administrator Reynolds said Garfield RE-2 School District mentioned the idea of
573 development impact fees, but Town Attorney David McConaughy advised potential legal
574 complications for New Castle. Administrator Reynolds said that the roundabout project
575 landscaping bids surpassed the budget, coming in at \$1,012,000 and outlined a plan with
576 Treasurer Ehlers to address the \$400,000 shortages by budget adjustments and project
577 scope reductions. Administrator Reynolds said he had concerns about the Garden Club's
578 fundraising activities for street planters being conducted without the town's consent.
579 Administrator Reynolds shared the estimate for the East Main Street sidewalk project
580 between \$450,000 and \$500,000. Administrator Reynolds gave an update on ongoing
581 efforts to assist an elderly New Castle resident who was displaced from her home because
582 of a fire.

583 **Town Clerk** – Town Clerk Andis said she was continuing to cross-train Professional
584 Assistant Huster. Clerk Andis said she hired a new Deputy Clerk who starts on May 27,
585 2025. Clerk Andis said her office completed a scheduled records destruction. Clerk Andis
586 gave an update on progress on implementing a new agenda council packet platform for
587 the website. Clerk Andis said she received a letter from Garfield County Clerk's office
588 regarding the November election. The council would need to decide on ballot measures for
589 the coordinated election by July 25, 2025.

590 **Town Treasurer** – Treasurer Ehlers confirmed that Drifters/Down Valley Brewing had no
591 outstanding balance with the town. Treasurer Ehlers said she received additional opioid
592 funds for 2024-2025 totaling \$95.29. Treasurer Ehlers said her office completed the ARPA
593 fund allocation, with final reports due in July and her office worked on the audit with a
594 new auditor.

595 **Town Planner** – Planner Smith reported on ongoing residential development projects
596 including the TC Midwest development application and the Coal Seam hotel project near
597 the River Park condominiums. Planner Smith said his office was working on commercial
598 projects such as a proposed gymnasium/fitness center in the Mattivi building and the
599 Livery building on Main Street. Planner Smith said Remi Bordelon joined the Planning
600 Department and is contributing considerably.

601 **Public Works Director** – not present
602

603 **Commission Reports**

604 **Planning & Zoning Commission** – have not met

605 **Historic Preservation Commission** – Commissioner Hazelton said the commission was
606 discussing the historical designation of the Texaco building.

607 **Climate and Environment Commission** – Councilor Leland said the Earth Day event
608 was a success with 16 exhibitors and 125 people attended. Councilor Leland said the CEC

609 gave away 10, 6-month subscriptions to Evergreen Composting and the Lions Club
610 donated a tree from West Canyon Tree Farm. Councilor Leland said all the vendors wanted
611 to return next year and the event received coverage in the New Castles of the World
612 newsletter.

613 **Senior Program** - Clerk Andis said the committee was creating a survey to assess how to
614 better assist residents with using the traveler service due to decreased ridership. Clerk
615 Andis said a subcommittee has been formed to work on increasing ridership and surveys
616 are expected to be distributed by the end of the month.

617 **RFTA** – Mayor A. Riddile said RFTA will be holding their annual strategic planning meeting
618 next Thursday, May 8, 2025.

619 **AGNC** – Councilor Hazelton said he attended part the meeting via Zoom. He thanks AGNC
620 for the grants awarded to the town. Councilor Hazelton said AGNC is working on a 3-year
621 strategic planning project to improve member engagement and elections were held: Cody
622 Davis was re-elected as chairperson, Doug Overton as vice-chair, and Councilor Hazelton
623 as Treasurer.

624 **GCE** - Councilor Leland said GCE will be meeting on Friday, May 9, 2025. He also noted
625 that he had one year left in his council term and wanted to transition his role as GCE
626 representative to another council member. Councilor Caitlin Carey expressed interest in
627 potentially taking on the role.

628 **EAB** – Mayor A. Riddile said there were vacancies on the board for several districts.

629 **POSTR** – did not meet

630 **Council Comments** – Councilor Mariscal expressed concern about recent ICE activity in
631 the area. Councilor Carey mentioned ongoing efforts to support community members
632 affected by ICE activities and provided an update on potential bear activity in town.
633 Councilor Grady Hazelton said there were several positive events in town, including the
634 promotion of police sergeants, Earth Day celebrations, and the fishing derby. Councilor G.
635 Riddile discussed ongoing challenges with off-leash dogs and the need for consistent
636 enforcement. Councilor Leland inquired about progress on closing the Mount Maderas
637 Trail. Mayor A. Riddile gave updates on various community events, including the Lions
638 Club craft sale, fishing derby, tree planting, River Center volunteer appreciation luncheon,
639 and New Castle Trails cleanup event. He also said he had attended the IMTPR meeting.

640 **Items for Future Council Agenda** - The Council agreed to add discussions Frank Breslin
641 Park leash laws and modular construction to a future agenda.

642 **Adjourn**

643 **Mayor A. Riddile made a motion to adjourn. Councilor Hazelton seconded the**
644 **motion, and it passed unanimously.**

645

646 The meeting adjourned at 9:28 p.m.

647

648 Respectfully submitted,

649

650

651

652

653 Assistant to the Town Clerk, Michelle Huster

654

Mayor Art Riddile