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

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

Agenda

New Castle Town Council Regular Meeting

Tuesday, March 03, 2026, 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. Presentation – Highwater Farm – Rebecca Roberts

B. Consider Ordinance TC-2026-01 An Ordinance of the New Castle Town Council Granting Conditional Approval of a Final PUD Development Plan, Final Plat, and Vested Rights for Riverside Park Lot 1

C. Consider Resolution TC-2026-09 a Resolution of the Town of New Castle Town Council Adopting A New Emergency Drought Response Plan

D. Consider Ordinance TC-2026-02 An Ordinance of the New Castle Town Council Amending Provisions of Chapter 13.28 of the Town Municipal Code Regarding Water Conservation

E. Resolution TC 2026-10 - Approving an IGA with Garfield County for Mosquito Control

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

February 17, 2026, Minutes
February Bills $669,352.34

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

Highwater farm

Growing Food. Empowering Youth. Fueling Community.









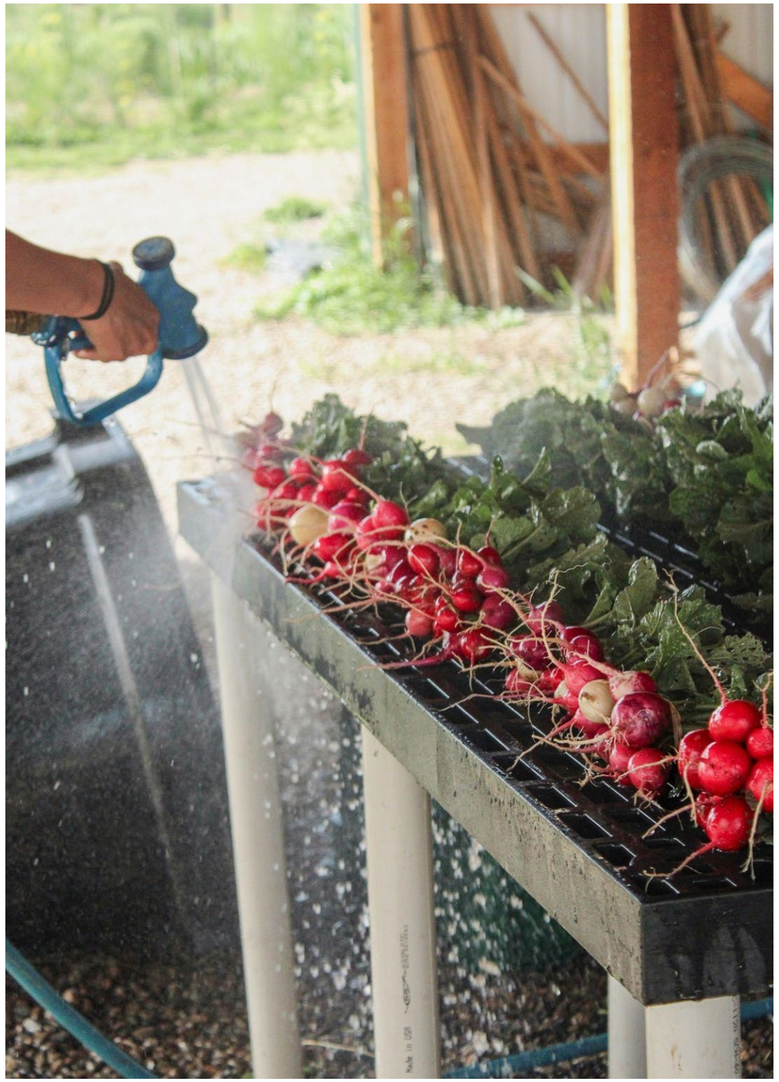






40 Crops, 120 Varieties







35,000 lbs harvested annually













120 CSA (Community Supported Agriculture) Shares 18 weeks




EVENTS
EVENTOS
U-PICK
RADISH


Squash
Calabazas
Onions
Cebollas





Youth Program

16% of total youth served New Castle residents


Highwater











Workshops


Movie Night



Community Lunch


Fall Brunch


Farm to Table Dinner

Highwater farm COMMUNITY EVENTS 2026

Community Lunch*/Almuerzo Comunitario
July. 15 | 11am - 1pm

Movie Night/ Noche de Película
Aug. 28 | 7:30pm

Farm to Table Dinner* /Cena de la Granja a la Mesa
Sept. 11 | 6 - 8pm

Fall Brunch* / Brunch de Otoño
Oct. 4 | 10am - 12pm

** Ticketed events - purchase on our website*
Event dates subject to change, please check website for details

** Eventos con boleto - compra boletos en nuestro sitio de web*
Las fechas del eventos podrían cambiar, consulte el sitio web para detalles

Get Involved!



Contribute!

Donate

In-kind

Visit Us!

Volunteer

Join us for an event

Buy our produce!

CSA registration is open

Thank you!

Rebecca Roberts, Executive Director
becca@highwaterfarm.org
716-248-0525

Highwater farm
SILT, COLORADO



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

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

Staff Report

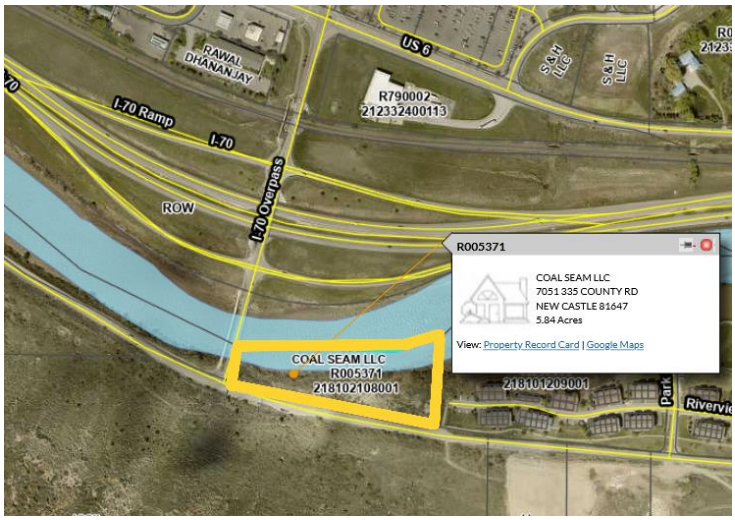
Coal Seam
Preliminary/Final PUD, Lot Split, and Variance Application
Ordinance TC 2026-1
Town Council
March 3rd, 2026

Report Compiled: 2/26/2025

Project Information

Name of Applicant:	Coal Seam, LLC
Phone/Email:	970-618-3555/abdi@aspenbuilt.net
Property Owner:	Coal Seam, LLC
Property Address	7051 CR 335
Proposed Use:	71 room Hotel, Restaurant, 4 – one bedroom employee residences
Allowed Zoning:	Highway Business/PUD per Ordinance 99-5
Proposed Zoning:	Mixed Use PUD
Surrounding Zoning:	Industrial Garfield County, Rural Low Density Residential, River Park Condos

I Introductory Summary



Coal Seam, LLC is a local developer proposing a hotel, restaurant, and workforce housing concept east of the I-70 interchange, south of the Colorado River. The endeavor offers several community amenities with economic benefits in a central Colorado River Valley location. The site contemplates a 71 unit Best Western "Signature" hotel, a model which allows franchisees the chance to curate design features to better suit the locale. The hotel will sit adjacent to a restaurant that can be accessed by river floats. The restaurant sits atop four, one-bedroom residential units. The proposal will help offset workforce housing needs while supporting New Castle's commercial base.

The property was originally annexed in 1999 as Lot 1 of a three zone district PUD including the current River Park condominiums and Grand River Park. The property subsequently housed a gas station and laundromat which was ultimately demolished and the land reclaimed. The ordinance approving the initial zoning for Lot 1 upon annexation (Ordinance #99-05) provides that all provisions of the Town's Highway Business zone district apply to Lot 1, subject to the additional provisions and design standards included in the Ordinance. Ordinance #99-5 also indicates that development on Lot 1 is subject to both the preliminary and final PUD Plan application processes. To expediate this process, the Applicant requested these two distinct applications be combined pursuant to Section 17.100.050 (A). On September 27, 2023, The Planning Commission (P&Z) voted unanimously to combine the application steps with the condition that the preliminary and final application steps be considered separately if P&Z finds the combined application to be insufficient for final approval.

The combined application packet was deemed complete on April 11th, 2025 and, after multiple continuances and extensions, was approved with conditions by P&Z on December 10th, 2025. On January 20th, 2026 Council opted to extend the final vote to no later than March 17th (if necessary) in order to provide the Applicant ample time to prepare. After its review, Town Council may make one of three decisions: 1) approve the application unconditionally; 2) approve the application with conditions; Or 3) deny the application. A Final PUD application assesses zoning conformance, compliance with Public Works requirements, the suitability of utilities and infrastructure, compatibility with the comprehensive plan, and address any adverse impacts to the town. By final approval, all civil drawings should attain construction level readiness. Town Council's decision will be made by ordinance which shall be introduced twice at a Town Council meeting and, if approved, shall take effect 14 days after final publication pursuant to Article IV of the New Castle municipal code.

II Staff Review:

Throughout the application process, application documents will be reviewed pursuant to the criteria outlined in the Municipal Code (*MC*) for planned unit developments (PUDs) and subdivisions. At the final plan stage, an application shall show conformity to the following criteria (*MC* 17.100.050(H)):

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

1) Is the proposal consistent with the comprehensive plan?

Applicants are expected to demonstrate substantial conformity with the CP in all applications (**Policy CG-1B**). The checklist below, though not exhaustive, provides a tool for reviewers to assess conformance with the CP:

- Foster distinctive, attractive communities with a strong sense of place and quality of life.
- Demonstrate that individual project fits into a fully-balanced community land use structure.
- Ensure a mix of uses that complement the existing New Castle land-use patterns.
- Create walkable communities with non-vehicular interconnection between use areas.
- Guarantee a balance of housing types that support a range of affordability.
- Preserve open space, farmland, natural beauty, critical environmental areas, and wildlife habitat.
- Encourage economic development and supporting hard & soft infrastructure.
- Concentrate development in ways which provide efficient and cost-effective services.

Coal Seam aspires to fulfill many of the values and goals listed above:

1. The project provides a much in demand commercial base with hotel, and dining space in a highly visible location off of Interstate 70 (**Goal E-; Policy E-1E**). Though retail/office occupancy is currently not being considered, the Applicant is proposing a list of potential uses-by-right so that future business prospects are not unnecessarily burdened by lengthy conditional use reviews.

2. The proposal provides four residential units for its commercial tenants to help address New Castle's residential/commercial imbalance (**New Castle Community Vision, CP, page 8**; **Also Goal CG-4**).

3. A river trail with potential boater access provides a unique river experience (**Goal RT-1**) which helps preserve natural habitat (**POST-4A**). The proposal also preserves the LoVa trail access along CR 335 (**Policy POST-3F**).

4. Building aesthetics will blend with the local topography, landscape colors, and historical mining structures to temper viewshed impacts (**Goal EN-6**).

5. EV charging will be available per state requirements with a nod towards sustainability (**Goal EN-7**). Other sustainability measures were not discussed.

6. Market rate workforce housing will be available for employees of the development as right of first refusal (**Goal HO-1 & 2**). Any remaining units will be made available to Town of New Castle employees then the local workforce. A draft housing agreement is provided in the packet.

7. A fiscal impact study was performed comparing revenues and costs projected to the Town. The study assesses whether the project will provide a net financial benefit for at least the next 15 years. Items on the revenue side include: use tax, tap fees, lodging tax, sales tax, property tax, and incremental revenues; The cost side is mainly derived from the general fund expenditure per person as provided from the Town budget. Revenues during that time range from $260k to $355k with expenses ranging from $62k to $84k. In sum, the development is projected to generate a total of $3,989,808 over the first 13 years once fully operational which does not include $1,053,146 in construction revenue generated at permitting. The Town's Finance Department has reviewed the assumptions with comparable results.

2) ***Does the proposal demonstrate compliance with zoning and density requirements?***

Zoning: The property, "Lot 1" is part of the original Riverside Park PUD zoned Highway-Business (HB). It is "an area for highway oriented commercial development along major arterial and collector highways in such a manner as to minimize interruption of traffic flow, safeguard pedestrian movement, and optimize the aesthetic appearance to passing motorists" (Chapter 17.60). Current permitted uses are few (e.g. underground utilities, open space, accessory uses, offices, police station, retail/office, and laundry). However, by virtue of the PUD application process (Section 17.124.010), the Applicant may elect to update the uses which are permitted, conditional, or prohibited (Section 17.100.020(C)). The Applicants proposed permitted and conditional uses are included in the packet. Additionally, Staff recommends that any future proposed uses not found on the permitted or conditional use lists be subject to the conditional use permitting process (see conditions below).

Setbacks: The required minimum setback from property lines in the HB zone is 20 feet. All structures are setback from the perimeter property line by the required distance. However, the interior lot lines formed by the subdivision of the hotel property from the restaurant property shows a setback of only 14 feet, or six feet less than what is required. Ordinance #99-5 allows for variations from the Highway Business setback requirements through the preliminary and final PUD plan process. Staff has reviewed the proposed setbacks and does not have a concern.

Building Heights: The HB zone allows 30' building heights and two stories for permitted uses. For PUD and conditional use applications, heights are discretionary. The hotel structure is the tallest extending nearly 50' from grade to the ornamental extensions above the roof (**Exhibit A, page 325**). The bulk of the hotel is roughly 42' (i.e. less ornamentation or appurtenances). The restaurant building will rise roughly 42' above grade. Importantly, the Applicant's architect was careful to limit the structure heights to those similar to the River Park Condominiums. In this way Grand Hogback viewsheds are preserved.

The 40'-50' building height is also similar to the height's approved in various land use applications to date including: the River Park Condos, the CRFR Fire House, Shibui, Senior Housing, Longview (Romero), R2 (9NWH).



3) Does the proposal demonstrate compatibility to neighboring land uses?

South of Interstate 70 and the Colorado River, the Coal Seam parcel adjoins the Riverpark Condominiums directly to the east, Garfield County rural zoning to the south, and the New Castle Industrial District & Breslin Park to the west. The project is also part of what the Comprehensive Plan deems a community "gateway" affording first impressions and a source of identity to the Town (**CP, page 73**). A hotel, restaurant, and residential proposal – whose architecture and style blends with the local history and topography and that serves a unique function among a diversity of surrounding uses – seems suitable to the neighboring properties.



Specifically, the Applicant adopts architecture styles that compliment New Castle's history with a focus on structural and material similarity (e.g. architectural mining themes were added to the exterior of the buildings). Varying roof heights, offsets, and terracing of the buildings are all efforts the Applicant is employing to abate concerns with massing. The parking lot is designed to face south behind the buildings, screening the lot from the river and parts of Town to the south. Per town code 17.76.110(c)(3)&(4), at least ten percent of the parking lot is landscaped and screened from adjoining residential uses.

4) Is there availability of town services from public works (including water and sewer services), fire, and police?

Police: The Police Department currently consists of 12 FTEs which is suitable for a town the size of New Castle. Generally, additional FTEs are considered for every increase of 1,000 residents. Therefore, the Police Chief concludes that there would be no compromise with police service as a result of a slight population increase.

Fire: CRFR has commented on the status and maintenance of the emergency access easement on the southeast end of the lot. The egress provides the quickest route to CR 335 for the properties furthest west in the River Park Condos. Future maintenance of the egress is the responsibility of the River Park Condo Association for the use of their residents. For their part, Coal Seam will refrain from any development within the prescribed easement. The fire department will review all other IFC requirements prior to permitting.

Engineering: The Town Engineer has re-reviewed all outstanding engineering concerns. The following items remain unresolved but curable before construction permitting:

- Updates to plat monumentation;
- Updated easements on the plat for utility providers;
- Coordinated sewage management with lift station through PW;
- Updated erosion control plan in various areas;
- Clarification of any conflicts with existing Town bike path, driveways and rockfall berm;

Public Works: Water and sewer capacity is available for the property. Public Works cautions against obstructions to any utility easements especially near the rockfall mitigation berm. Clearances will be verified prior to Council.

5) Is there adequate off-street parking and vehicle, bicycle, and pedestrian circulation?

Off-Street Parking: Due to the constraints of surrounding land uses and topography, there are no feasible *on*-street parking alternatives in the immediate vicinity. Therefore, off-street parking will be a critical part of the project's success. Off-street parking requirements relevant to the application are as follows:

- Residential (4 units): two spaces/unit = 8 spaces;
- Hotel Use (71 rooms): 1 space/room + 1 space/two employees = 73;
- Restaurant Use (60 seat capacity): 1 space/3 seats = 20;

Total Off-Street Parking Required: 101 spaces

Total Off-Street Parking Planned: 109 spaces

The elimination of the retail spaces and reduction in residential occupancy resulted in a significant reduction in the project's parking needs. With the revisions the off-street parking requirements are now satisfied with a surplus of eight spaces. It is important to note that the residents will be "assigned" only one space per unit though two spaces per unit are technically available. The Applicant will manage the assigned residential parking through the association.

Nonvehicular Circulation: The Applicant has made efforts to avoid interference with the general LoVa trail alignment. The parking lot will also be wrapped with sidewalks that allow uninterrupted paths to all portions of the property. Additional soft trails will extend from the mixed-use area north towards the river and then to the east and west along the river.

6) Are the required open space or parks designed for active or passive use by residents of the subdivision or the public?

The Applicant is not required and does not intend to designate open space to the Town. However, there are connecting trails and waterfront open areas allowing access for patrons. Though no formalized paths continue to either the east or west, historic use paths along the entirety of the riverbank do exist even at runoff flows. Ten percent of the total land area will be landscaped per Section 17.60.090. Additionally, 10% of the parking area will be landscaped. Otherwise, active open space is available to patrons at Grand River or Breslin Parks which can all be reached via the LoVa trail.



7) Is the development consistent with the natural character, contours, and viewsheds of the land?

The proposal values the preservation of natural landscape and viewsheds to the south. Structures are purposely stepped from back-to-front to minimize cutting and of the existing slope. South elevations have also been reduced to two levels to improve contouring with the steep topography and soften visual impacts.



To conserve water and limit landscape maintenance such as mowing and fertilizing, Staff encourages drought resistant vegetation and seeding with native grasses to restore disturbed areas to their original state. Sod and landscape irrigation, likewise, should be used sparingly to limit the need for landscape maintenance. Modestly mowed buffers and borders can provide a satisfying manicured look needing little maintenance. No raw water is available to the property, hence landscape irrigation will put some demand on the Town's potable water inventory.

V Staff Recommendations

Staff requests Council consideration of the following recommendations prior to a decision on Ordinance TC 2026-1:

A. The Site Plan shall be revised to identify it as a site-specific development plan and list all (A) permitted uses, (B) conditional uses, and (C) non-permitted uses approved by Council. Non-permitted uses shall include gas stations, tire shops, car washes, those listed in section 17.36.060 for the C-1 zone district, and any others required by Council. A fourth section shall be added stating:

> (D) "Any use not specifically defined in the permitted, conditional, or non-permitted use categories shall be a conditional use."

B. Prior to submission of a building permit for the Property, final construction drawings shall demonstrate compliance with the building heights included in the final Application materials.

C. All applicable signs shall conform to the conceptual signage depicted in the last-dated Application materials. All other signage shall be subject to the provisions of the sign code, Chapter 17.18.

D. Exterior surfaces for all structural retaining walls shall be cladded with equivalent material types to those approved for the hotel structure.

E. If the residential units are to be condominiumized for separate ownership, a minor PUD amendment pursuant to section 17.100.110 will be required.

F. Prior to recordation of the final plat, the Applicant shall demonstrate compliance with all recommendations of the Town Engineer, Town Public Works Director, Town Attorney, and Fire Marshal provided in response to review of the Application.

G. Parking lot lighting should be on timers to reduce the light duration at night while maintaining security lighting as needed.

H. All trash dumpsters shall be located within an approved trash enclosure that extends six feet high and includes a bear resistant latching mechanism.

I. The form of the declaration of covenants for the Property shall be finalized and address any Town Attorney comments prior to recordation. The parking management plan shall reserve at least one full-time parking space for each residential unit including suitable reserved parking signage. Recordation of the declaration of covenants shall be accomplished at or before recording of the final plat.

J. A subdivision improvements agreement (SIA) containing an engineer's stamped cost estimate of public improvements to the satisfaction of the Town Engineer and Town Attorney and approved by Town Council shall be recorded along with and as a condition of recording the Final Plat.

K. Landscaping shall incorporate native grasses and plants that minimize maintenance,

mowing, and irrigating. The landscape plan shall be approved by Public Works prior to issuance of building permit.

L. As illustrated in the submittal materials, an unimproved, single-track trail system shall be made available for patrons of the property as well as to the general public. The Town may consider building a trail connector between the proposed trail system and the current trail system at Grand River Park for the benefit of the New Castle community. Parks fees collected for the residential units may be used by the Town to offset the expense of the connecting trail.

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

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

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

P. No grading or excavation for the construction of a building shall occur until a permit is issued for that specific building. Applicant may commence grading and excavation for infrastructure for public improvements in areas of the project for which a plat and subdivision improvements agreement has not yet been recorded, provided that applicant has obtained a grading permit pursuant to the Town Code and posted security to cover the applicable grading and revegetation work.

VI Final Plan Exhibits:

A. Applicant Submittal Materials – March 3rd, 2026
B. CRFR Fire Marshal Referral, Orrin Moon – March 13th, 2025
C. Updated Town Engineer Comments, Jefferey Simonson – February 23rd, 2025
D. Town Public Works Director Comments, John Wenzel – March 15th, 2025

Planning Department
(970) 984-2311
Email:
psmith@newcastlecolorado.org

LAND DEVELOPMENT APPLICATION

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

Note: All land use applications must be filed with the Town Clerk. Please consult the Town Planner for codes specific to the Land Development Application. All application materials are subject to the Colorado Open Records Act (CORA), C.R.S. §24-72-201 to 207.

Applicant: Coal Seam, LLC	
Address: [redacted] Colorado 81623	**Phone:** (970) [redacted] **E-mail:** [redacted]
Property Owner: Coal Seam, LLC	
Address: [redacted] Carbondale, Colorado 81623	**Phone:** [redacted] **E-mail:** [redacted]
Contact Person: Caetlin Fox	
Address: [redacted] New Castle CO 81647	**Phone:** [redacted] **E-mail:** [redacted]
Property Location/Address: Lot 1, Highway Business PUD Riverside Park Subdivision	
Legal Description: RE: Exhibit A - Legal Description	**Acres:** 5.84

Existing Zone (e.g., Residential R-1, Commercial C-1): H-B/PUD	**Existing Land Use:** Vacant

TYPE(S) OF LAND USE(S) REQUESTED

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

Applicant Signature	6/14/2024 **Date**

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II. INTRODUCTION

Coal Seam, LLC. is proposing to develop a 71-room hotel and a mixed use commercial building consistent with all the allowed and conditional uses listed in Chapter 17.60.303 and 17.60.040 of the New Castle Municipal Code, and Section V of this document, in addition to 4 rental apartments reserved primarily for internal employees, electric vehicle charging stations, and outdoor amenities located at 7051 County Rd 335, in New Castle, Colorado. This land is located directly adjacent to the New Castle interchange off of Interstate 70.

Coal Seam, LLC is in discussion to team with Best Western for franchising of the project. As such the design and construction oversight, marketing and management operational systems will be in line with their proven practice. Best Western offers a Signature series of hotels that allows the developer more flexibility in the design of the structure. This is important as the building needs to “fit” New Castle. This architectural approach is explained in detail in this application.

A unique feature of this development is that the managing members of Coal Seam, LLC, Abdi Pirzadeh, Tom Stevens and Caetlin Fox all have decades of experience in design, construction and development and are local. We believe this brings a better perspective to the project and provides better insight as to the “fit” of this project to the community. In fact, the entire team is local with the architects living in New Castle.

III. PROJECT DESCRIPTION – EXISTING CONDITIONS

The proposed development is located at 7051 County Road 335, New Castle, Colorado, on Lot 1 of the Riverside Park Planned Unit Development. It is 5.84 acres and zoned Highway Business/ Planned Unit Development.

Previously the land was developed with a gasoline station which has now been demolished and cleaned. A Phase One Environmental report confirms this. There are slight remnants of the previous use, a sign at the property edge, a small concrete pad where the building sat, but beyond that, no evidence of the past use can be found.

Access to the parcel is via County Road 335 which borders the entire southern property line of the site.

Vegetation on the parcel is predominantly grasses and Gamble Oak. A few Serviceberry trees exist.

Preliminary soil investigations have been conducted showing suitable soils for construction.

No drainage channels or ditches exist on the parcel. Instead, the land slopes gently to the north to a break- point, then slopes steeply north to the Colorado river.

All utilities are present at the property edge, along County Road 335 and sanitary sewer was considered within the design of the River Park Sanitary sewer system, allowing a tie in to this system.

The northern portion of the property is the Colorado River. The property line actually extends into the river to the estimated historic centerline. The floodplain has been identified and shown in Exhibit N - Architectural Site Plan contained within this application. Due to the topography of the site, the 100 year floodplain has little impact on the developable area.

The river does serve as the primary amenity of this site. Grand River Park, just to the east has improved their land along the river for residents. There is an existing, natural “beach” area at the eastern portion of the river frontage. Rafters, float boats and fishermen use this section of river regularly.

IV. PROJECT DESCRIPTION – PROPOSED DEVELOPMENT

As stated above, this land use application seeks the following approvals:

Preliminary and Final Planned Unit Development

The 5.84 acre parcel of land is zoned Highway Business/ Planned Unit Development. The development program calls for the following:

71 room hotel with meeting rooms, limited food service, gym and swimming pool, restaurant with outdoor deck and patio space overlooking the river,
1 mixed use commercial building with basement storage
4 employee housing spaces below commercial office
Associated parking and circulation
Service and refuse locations,
Outdoor amenities including “hitching posts” for river craft, and extension of the pedestrian path along the river and charging stations for electric vehicles.

The completed floor area will be approximately 55,725.1 gross square feet. The completed building footprint will be approximately 16,437.4 square feet while the site allows for a 89,311 square foot building footprint on Lot 1A, and 4,204.7 square feet while the site allows 37,938.5 square foot building footprint on Lot 1B.

A part of the development program calls for 4 residential units to be located below (garden level) the commercial space. This will be rental inventory and available as a first priority to employees of this development, second priority to employees working within New Castle and then any unrented units will be available to employees in general.

V. SPECIFIC PROJECT PARAMETERS

Architecture One of the most important aspects of a project this size is that it "fit" the surrounding area, the town and community. By choosing Best Western Signature hotels as a franchise, the architecture has been able to be designed to compliment the character and history of New Castle. Selecting designers that live in New Castle, Steven May and Caetlin Fox, was no coincidence. They have a first hand knowledge of the New Castle architectural vernacular and have been instrumental in creating a program that best fits the community.

Named after the Coal Seam fire, this development blends mining architecture with modern amenities. From the massing of the buildings to the materials used, every effort has been made to make this development compliment the community.

Massing is a key element. Viewed from County Road 335, and the entry to the project, the structures are two stories. Varying roof heights and roof elements give the structure a more interesting appearance. Also, all mechanical and storage has been placed on the lower level in the space buried in the hillside, minimizing the overall massing.

The square footage of the proposed development and allowed square footage are listed below.

TABLE 1
LOT SIZE, ALLOWABLE SQUARE FOOTAGE, PROPOSED SQUARE FOOTAGE

HOTEL LOT AREA PER SURVEY
178,622 s.f.

HOTEL MAXIMUM ALLOWABLE COVERAGE
50% or **89,311 s.f. (178,622 x 50%)**

MIXED USE LOT AREA PER SURVEY
75,877 s.f.

MIXED USE MAXIMUM ALLOWABLE COVERAGE
50% or **37,938.5 s.f. (75,877 x 50%)**

BUILDING SQUARE FOOTAGE (ESTIMATED)

Hotel	46,680.9 s.f.
Mixed Use	9,044.2 s.f.
TOTAL BUILT AREA	**55,725.1 Gross s.f.**

TABLE 2
PROPOSED PLANNED UNIT DEVELOPMENT

Description The subject parcel of land, Lot 1, is currently part of the River Park PUD and carries an underlying zone of Highway Business. As part of this land use application the Applicant is seeking Planned Unit Development approval specific to Lot 1 and the anticipated development of a hotel, restaurant, limited office/commercial space and limited residential space. To accomplish this development program this table describes the parameters of the development.

Proposed Uses

A. Any of the uses set out in subsections (B) through (E) are permitted outright provided the following requirements are complied with:

1. All fabrication, sales, service, and repair operations are conducted within a building;
2. No outdoor storage of materials shall be permitted.
3. Loading and unloading of materials shall be conducted on site of the establishment or in an approved loading zone.

B. Retail establishments for the trade and sales of the following goods and materials:

1. Antiques
2. Appliances
3. Art and art supplies
4. Automotive parts, new
5. Bakery and doughnut shop
6. Beverages
7. Books, magazines, newspapers
8. Cafe, coffee shop
9. Clothing
10. Dry goods
11. Feed and pet supplies
12. Farm and ranch supplies
13. Food
14. Furniture
15. Garden supply and plants
16. Groceries
17. Hardware, general and specialty
18. Jewelry
19. Office materials and supply
20. Fly fishing retail and guide shop
21. Bike shop

C. Personal service establishment, including:

1. Art gallery
2. Bank
3. Barber, beauty shop
4. Indoor recreation
5. Insurance agency
6. Medical/health clinic limited to human outpatient services with floor area of no more than two thousand (2,000) square feet
7. Social services
8. Office for the conduct of a business or profession
9. Pharmacy
10. Photography supply, studio

11. Printing shop
12. Reading room
13. Real estate sales office
14. Restaurant, with or without a bar, sit down fast food restaurant with drivethrough
15. Shoe repair
16. Sporting goods
17. Studio for the conduct of arts and crafts instruction
18. Tailor shop
19. Bar, tavern/liquor store
20. Travel agency
21. Vet clinic, pet grooming
22. Brewery
23. Food trucks

D. Residential. One (1) or more residential dwelling unit(s) when located on a floor above or below the ground floor of a commercial use building, or, when located on a ground floor and within the rear forty (40) feet of a lot, within a commercial use building.

E. General Service establishments, including:

1. Hotel, lodge, motel, extended stay
2. Convenience store
3. Parking lot/EV charging

F. Conditional Uses

1. Entertainment venues
2. Industrial uses, cold storage and refrigerated warehousing
3. PUD
4. Clinics/urgent care/drug and alcohol rehab center

Minimum Lot Area	One Acre
Minimum Floor Area	None
Minimum Setbacks	Front yard - 50 feet Side yard - 20 feet Side yard Between Lots - 7 Feet Rear yard - 20 feet
Maximum Building Height	None unless otherwise specified by Town Council
Maximum Lot Coverage	Fifty (50) Percent
Landscaping	At least 10% of the total land area shall be landscaped in accordance with a landscape plan approved by Town Council.

The hotel and the mixed use buildings have been designed to nestle into the hillside. As stated above, the view from County Road 335 is of two stories with mixed roof heights to give the buildings interest while keeping the perceived mass to a minimum. Viewed from the river, the buildings are all three stories and intersect the site at existing grade. Where necessary, the foundation has been extended to meet existing grade so no additional grading is required. The design goal in nestling the buildings into the hillside is to give the appearance the buildings simply emerge out of the existing grade. The lowest level of the hotel will house storage, mechanical, gym space and meeting rooms on the south side. This side is completely buried in the hillside while the north side is made up of hotel rooms, all facing the river with floor elevations close to existing grade.

It should be noted that the lowest floor of the hotel and restaurant is programmed for storage and mechanical space with one exception, the north half of the hotel's lowest floor is designated as hotel

rooms at grade with the exterior. The lower level of Mixed Use B is programmed for residential housing and storage. All square footage has been included in the calculations above.

3D renderings have been provided depicting the signage, style, massing and materials proposed. These 3D renderings are an invaluable tool in reviewing the proposed architecture as it gives an experiential view of the development from multiple views, including floating down the Colorado River.

Building Height The New Castle Land Use Code provides no building height limitations within the PUD zone as it is to be established by the proposed PUD. Building Height means the vertical distance measured from the average existing grade within the building setback envelope to the uppermost point of the roof of the building.

Landscaping + Irrigation A landscape and irrigation plan has been provided in this application. The main focus of site landscaping is to re-establish the Gambel Oak grove on the hillside between the building and the river, replacing plants that are removed during construction. Beyond this, tree planting will be provided in the parking lot to add shade and break up the visual impact of the parking lot. Areas immediately surrounding the building will receive lawn, either sod or seed, and see the addition of trees to provide shade within the entry courtyard. Irrigation will be provided to landscape areas.

Site Lighting All site lighting will be “Dark Sky” compliant. Parking lot lighting will consist of pole mounted down lights within the boulevards of the parking lot and bollard lighting along exterior walkways where necessary. Lighting for the buildings will consist of wall mounted down lights at entries/exits, step lights at the outdoor stairs. All signage will be lit with “Dark Sky” compliant lighting.

Minimal building lighting will be provided, only to safely light entry/exit locations.

Landscape lighting will be limited to exterior stairs and walkways.

Parking One hundred and nine (109) parking spaces have been provided including five (5) handicap spaces. The breakdown of parking requirements is as below. Note: square footage is based on net usable square footage and not gross building square footage.

71 hotel rooms at 1 space per room	71
4 hotel employees per shift at 1 space per 2 employees	2
Restaurant at 1 space per 3 seats	20
Residential housing at 2 per unit	8
TOTAL REQUIRED	**101**
TOTAL PROVIDED	**109**

The proposed development offers a prime opportunity to “share” parking spaces. Specifically, the commercial space will be at its highest use during the day, while the hotel will be at its highest use during the evening and night. Hotels also rarely operate at 100% capacity and in fact average about 70% occupancy most on season days, substantially less during off seasons. For these reasons we feel the parking quantity provided best blends responsible site planning and design with responsible programmatic development.

Electric Vehicle Charging Stations Ten (10) EV ”ready” charging stations will be provided, four (4) conventional charging stations, twelve (12) EV “capable” charging stations, and thirteen (13) EV “capable light” charging stations. These will have dedicated parking spaces and have been located along the northern portion of the parking lot as depicted on the Site Plan.

Utilities All existing utilities are located at the property line, along County Road 335.

Water will be brought into the project in two locations as represented on the civil drawings. One location to serve the hotel and one location to serve the commercial. These two lines will be looped.

Private utilities, telephone, gas and electric, again, will come from County Road 335 directly into the project.

Grading and Drainage The overall goal is to fit the project to the site as best as possible. Viewed from County Road 335, the buildings are two stories tall while viewed from the river, are three stories tall. To accomplish this the buildings have been designed to step down the hillside. minimizing mass excavation. As a result, the natural topography can remain as it is, to a large degree.
County Road 335 sets the control for grading and two primary and one secondary entry/exit points to the parking lot have been proposed. These points establish grade. From these points, grading slopes to low points within the parking lot. These low points will have an inlet that routes water to two retention/detention ponds below the buildings.

Drainage of building roofs will be collected and piped to the same retention/detention ponds as the parking lot.

Surface drainage, within the landscape, will run off the site as it has historically.

The result of this drainage plan is no new drainage generated by new impervious surfaces will leave the site. Water collected from these impervious surfaces will be retained/detained and released at historic rates sub surface.

Snow Storage Snow storage has been provided at the west end of the parking lot as depicted on the Landscape Plan. The parking lot will be plowed from east to west.

Compliance with the Comprehensive Plan We believe this proposed development aligns precisely with the goals and objectives of the Comprehensive Plan. The plan specifically states the first and second most important commercial development types include restaurant and small-scale independent office, both anchors of this proposal. It further identifies tourism and recreation as being of primary importance. The hotel component of this development supports the tourism and recreation industry by providing lodging for out of town visitors. The Comprehensive Plan states that 50% of Lakota golf course visitors are from out of town. With the growing emphasis on mountain biking and the development of miles of new mountain biking trails in New Castle, this industry can, and likely will surpass the golf industry as the leading form of recreation. Again, those out of town visitors require lodging.

On site employee housing for newly created businesses is also a focus of the Plan. This proposed development will provide units available to business owners within this development for employees. It has become a limiting factor in business to be able to hire employees and the lack of employees is due to lack of affordable housing. For a business owner to be able to provide housing for a potential employee can easily be the difference between securing that employee or not. All housing within the proposed development will be made available to employees of this development first. Any remaining units will be made available to New Castle residents next. In the event units are still available they will be made available to anyone.

Economic development is a prime target of any Comprehensive Plan and New Castle's Plan is no different. Commercial and office development has been severely limited in New Castle resulting in no commercial, office or office space being available within the town. This translates to no new tax revenue for the Town. This proposed development plan will provide a substantial boost in yearly tax revenue while requiring very little service.

Impact on town schools and infrastructure will be minimal to non-existent with this proposal. The hotel does not create the need for additional school or put a burden on the existing facility because no new population is added. In fact, none of the proposed components of this development create any need for additional service or burden existing service. There will be employment opportunities associated with this development. In all likelihood, the employees will already be members of the New Castle community and simply trade their out of town jobs for a closer and better job.

As such, no new demand is placed upon Town services.

Rock Fall Mitigation The subject parcel of land is subject to potential rock fall hazard from the slope to the south side of County Road 335. A Rock Fall analysis and mitigation report has been prepared by CTL Thompson and is contained within this application (see Exhibit H). To summarize, the construction of a three (3) foot tall earthen berm is required along the southern property boundary, with a secondary two (2) foot tall concrete wall along the northern edge of the parking lot by the water feature and Mixed Use Building B. This berm will be located between the existing pedestrian walking path and the parking lot edge. Construction of the berm and dimensions will comply with the report.

VI. *6.16.020 - Preliminary Plat Requirements*.

A. Purpose. The subdivision of property into six (6) or more lots or condominium units shall be deemed a major subdivision per Section 16.04.020. Any major subdivision proposal shall require a three-step application process—sketch, preliminary, and final—unless granted an exemption by the commission for good cause shown by the applicant. Review of the preliminary subdivision application shall assess compliance with the town code, provisions for utilities and infrastructure, substantial conformance to the comprehensive plan, and any adverse impacts to the town.

The commission shall conduct a noticed public hearing as provided in Chapter 16.08 of the town code and make a decision regarding the preliminary plat application. In instances of combined subdivision/PUD development applications, both applications shall be processed concurrently pursuant to Section 17.100.030.

B. Pre-Application Meeting. Prior to submission of a preliminary plan application, the applicant and the town administrator or designated town staff will conduct a pre-application meeting at a mutually agreed upon date. The pre-application meeting is an opportunity for the applicant to discuss any subsequent changes made after sketch plan review and to receive guidance on future steps in the application process. An additional pre-application meeting may be required by the town administrator if a complete preliminary plat application is not submitted within six (6) months of the initial pre-application meeting. The town administrator may waive the pre-application meeting for good cause upon request from the applicant or otherwise at the discretion of the town administrator.

Complete.

C. Preliminary Plat Submittals. All application materials shall initially be submitted in electronic format. Upon receipt of the electronic materials, staff will determine the number of printed copies required from the applicant.

A plat of the proposed subdivision drafted in preliminary form to a scale of not more than one hundred (100) feet to the inch on a sheet accompanied by an index map appended if the project size dictates, at least twenty-four (24) by thirty-six (36) inches depicting:

Preliminary information sufficient to indicate that the final plat will meet requirements established under C.R.S. § 38-51-106, land survey plat, or as hereafter amended;

Exhibit N - Plat has included sufficient information to show it will meet Final Plat requirements. As a note, Final Plat has been included in the application as well.

1. Name of the proposed subdivision, which shall be different from any existing recorded subdivision in the Town of New Castle;

Coal Seam LLC. This parcel of land is known as Lot 1, Riverside PUD.

2. A vicinity map, on a scale of one (1) inch to two thousand (2,000) feet;

A vicinity Map has been shown in Exhibit N - Plat.

4. Contours of the land proposed for subdivision at five-foot intervals (ten-foot intervals on rugged topography);

Exhibit N - Survey includes topography at 2 foot intervals.

5. The limit of the one hundred-year flood, using information provided by the town. When not already available, such information shall be defined through mutual agreement of the town's engineer and the applicant's engineer;

The one hundred year flood has been shown in Exhibit N - Floodplain Map - 100 Year Floor Map.

6. Lot and block layout of the proposed subdivision, including a block and lot numbering system and the area and setback information for each proposed lot;

This has been included in Exhibit N - Plat.

7. Intersecting property lines and the names and addresses of the owners of record of all parcels adjoining the proposed subdivision, including parcels separated only by a public right-of-way from the subject land;

All adjacent property owners have been shown in Exhibit N - Plat.

8. Existing or proposed zoning and zone district boundaries for the subdivision and land adjacent to the subdivision;

The underlying zoning is Highway Commercial. This has been labeled in Exhibit N - Plat.

9. Street layout of the proposed subdivision, including the relationship to existing public rights-of-way and the width, proposed classification, and name of proposed streets;

There is no street system proposed in the project, only off street parking with circulation lanes.

10. Location and dimensions of any pedestrian, bicycle, or trail easements;

All sidewalks and the pedestrian trail are represented in Exhibit N - Civil Plans contained within this application.

11. Off-street parking common areas, loading areas, and service areas including refuse disposal;

All off street parking, loading areas and refuse disposal areas have been depicted in Exhibit N - Architectural Site Plan.

12. Locations reserved or dedicated for open space, public parks, schools or other public buildings, facilities or uses;

Open space reservations have been represented in Exhibit N - Architectural Site Plan.

13. A schedule showing the total acreage of the land to be subdivided and the acreage intended for each type of usage along with its percentage to the total acreage;

All acreages have been represented in Exhibit N - Plat.

14. Plat note identifying the party responsible for maintaining proposed open space, parks, trails, and roads within the subdivision;

Plat notes have been included in Exhibit N - Plat.

15. Locations of snow storage (See Section 16.16.020(D)(10) below);

Snow storage has been depicted in Exhibit N - Architectural Site Plan.

16. Locations of mailbox kiosks with written approval from the local postmaster;

A mail kiosk is to be located outside the commercial structure in Exhibit N - Architectural Site Plan. The applicant will coordinate all required activity with the local Postmaster who has already provided his approval.

17. Existing and proposed easements for irrigation, drainage, and utilities. Include the proposed terms of reservations or dedications of public rights-of-way, easements and other public lands;

All existing and proposed easements have been depicted in Exhibit N - Plat. Existing easements have been preserved with no required revisions.

18. Location and dimensions of any lot access envelopes;
Access points to the parcel have been depicted in Exhibit N - Architectural Site Plan.

19. Name and address of the applicant, the person or firm preparing the preliminary plat and the engineer or surveyor, licensed to practice in the state;
See Land Use Application form.

20. Profiles of the topography both before and after any overlot grading that is proposed, and a map showing the contours after overlot grading.

Existing topography at 2 foot grade intervals is shown in Exhibit N - Survey. Revised grading and drainage has been depicted in Exhibit N - Civil Plans and profiles of existing and proposed grades have been provided.

D. Supplemental Materials. Unless already included as part of a PUD preliminary application, the following review materials shall accompany the preliminary subdivision application to determine the feasibility of the proposed development:

1. Compliance With the Comprehensive Plan. The applicant shall include a narrative demonstrating compliance with the comprehensive plan;

We believe this proposed development aligns precisely with the goals and objectives of the Comprehensive Plan. The plan specifically states the first and second most important commercial development types include restaurant and small-scale independent office, both anchors of this proposal. It further identifies tourism and recreation as being of primary importance. The hotel component of this development supports the tourism and recreation industry by providing lodging for out of town visitors. The Comprehensive Plan states that 50% of Lakota golf course visitors are from out of town. With the growing emphasis on mountain biking and the development of miles of new mountain biking trails in New Castle, this industry can, and likely will surpass the golf industry as the leading form of recreation. Again, those out of town visitors require lodging,
On site employee housing for newly created businesses is also a focus of the Plan. This proposed development will provide six units available to business owners within this development for employees. It has become a limiting factor in business to be able to hire employees and the lack of employees is due to lack of affordable housing. For a business owner to be able to provide housing for a potential employee can easily be the difference between securing that employee or not. All housing within the proposed development will be made available to employees of this development first. Any remaining units will be made available to New Castle residents next. In the event units are still available they will be made available to anyone.

Economic development is a prime target of any Comprehensive Plan and New Castle's Plan is no different. Commercial and office development has been severely limited in New Castle resulting in no commercial, office or office space being available within the town. This translates to no new tax revenue for the Town. This proposed development plan will provide a substantial boost in yearly tax revenue while requiring very little service.

Impact on town schools and infrastructure will be minimal to non-existent with this proposal. The hotel does not create the need for additional school or put a burden on the existing facility because no new population is added. In fact, none of the proposed components of this development create any need for additional service or burden existing service. There will be employment opportunities associated with this development. In all likelihood, the employees will already be members of the New Castle community and simply trade their out of town jobs for a closer and better job.

As such, no new demand is placed upon Town services.

3. Geotechnical study;

A geotechnical study as well as a Phase one and two environmental audit have been conducted and are shown in Exhibit C - Geotechnical Subsoil Study.

4. Traffic impact study;

A traffic impact study has been prepared specifically for this proposed development and is shown in Exhibit H - Traffic Impact Study. Summarizing this report, the current road system including the interchange intersection points are adequate to service the proposed development. Additionally, the Colorado Department of Transportation has completed design on a new interchange at Interstate 70 including new round-a-bouts at both north and south sides of the highway. Nothing within the proposed development will interfere with these plans.

5. Water Report. Identify anticipated service pressures, fire flow, demands, velocities under peak flow conditions as well as irrigation demands and design if a separate irrigation system is proposed. Identify any impacts to the town's existing storage, treatment, and distribution system;

A water report prepared by the project Civil Engineer is shown in Exhibit E - Water + Sewer Report.

6. Wastewater Report. Identify anticipated loadings, velocities, pipe sizes, pumping needs, etc.

Explain the impacts anticipated on the town's collection and treatment system;
A wastewater report prepared by the project Civil Engineer is shown in Exhibit E - Water + Sewer Report.

7. Utility Plan. A plan corresponding to the preliminary plat showing the line location, size and gradient for proposed water distribution and sewage collection mains within the proposed subdivision in relation to existing town installations. Identify preliminary layouts, pedestal, transformer, and meter layout to assure no conflicts with other improvements exist;

A utility plan prepared by the project Civil Engineer is shown in Exhibit N - Civil Plans.

8. Street Design Report. Centerline profiles of proposed streets, sidewalks, and pedestrian trials shall be plotted at a horizontal scale consistent with the preliminary plat and a distorted vertical scale, with sufficient detail to insure that the proposed streets, sidewalks, and pedestrian trials meet gradient limitations established by this title, the public works manual, and other applicable standards such as those set forth in the Americans with Disabilities Act, and bear a logical relationship to the grade of existing public streets at points of intersection;

All sidewalks and pedestrian trails have been depicted in Exhibit N - Architectural Site Plan, the Landscape + Irrigation Plan, and the Civil Plans. There are no roads within the proposed development, only the parking lot and associated access points. These have been shown on these same plans attached hereto.

9. Drainage Report. Show compliance with public works manual;

A Drainage Report prepared by the project Civil Engineer is shown in Exhibit N - Civil Drainage Report.

10. Floodplain Study. For drainages that have tributary basin areas of more than twenty (20) acres in size, identify the water surface elevations of the drainage for both the predeveloped conditions as well as the post developed conditions. The study will need to assure that the flood hazards that exist upstream and downstream of the subject property will not cause a rise in water surface elevation by more than six (6) inches nor an increase in velocity of the stream for the one hundred-year event. The hydrological analysis and the hydraulic analysis supporting the study shall be submitted for review and approval by the town engineer;

The one hundred year flood line has been shown in Exhibit N - Architectural Site Plan and Exhibit N - Civil Plans. It should be noted that no construction is planned along the river bank to affect upstream or downstream water conditions.

10. Snow storage and removal report that complies with the public works manual;

11. Geological Stability Information. Geological stability information and soil datum shall be furnished at this time if the applicant has any objection to any current report of geologic and soil information adopted by the town or by the Garfield County Planning Department as a reference, or on request of the town administrator in cases where no such report is available for the land being subdivided. At the same time the applicant shall present plans for the correction or avoidance of any problems in his or her report or the adopted reference;

A licensed Geologist has been retained to evaluate the rock fall hazard associated with the property located to the south of the subject property, and make recommendations for mitigation. All aspects of the recommended mitigation will be closely adhered to by the Applicant.

Within the site boundary, little to no geologic instability exists. The architecture has been designed to take advantage of the slopes. Soils are conducive to development. The hazard of rockfall exists due to the steep undeveloped slopes to the south and to the other side of County Road 335 of this parcel. In the event a rockfall should get beyond the boundary of the parcel of land to the south and cross Road 335, it will be stopped by a berm and secondary concrete wall. The specific design parameters of the berm and wall will be created by the project's consulting Geologist and engineer working closely with the Town's consulting engineer and agreed upon prior to issuance of building permits. The identification of the specific hazard as well as the mitigation for this hazard has been identified and included herein, see Exhibit C.

12. Construction Phasing Plan. Identify, at minimum, each of the following components:

a. Buildout phases for infrastructure and vertical improvements;

All infrastructure will be constructed on one single phase followed immediately by all vertical construction.

b. Schedule that identifies the sequencing of infrastructure and vertical construction, sequencing of occupancy, traffic flow, and traffic control plans during construction;

As stated, all construction will be completed in one phase beginning upon issuance of applicable building permits. All construction traffic will access the site to the parking lot area so as to not create traffic congestion on County Road 335.

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

All construction staging for construction materials and equipment will be on site in the parking lot area.

d. Illustrate drainage and erosion control best management practices (BMP's).

All drainage and erosion control best management practices will be employed during construction including but not limited to silt fencing around the entire property, straw waddles installed per specification at all drainage channels and drainage inlets as shown in Exhibit N - Civil Plans.

13. Fiscal Impact Study. At the discretion of the town administrator, provide a calculation of projected ongoing revenues and costs to be received or incurred by the town as a result of development of the subdivision proposed in the application. Such calculations shall be provided for the first fifteen (15) years after full development of the proposed subdivision;

A fiscal impact study has been prepared for the proposed development and included herein. See Exhibit L.

14. Brief description of proposed covenants, if any;

Covenants have been prepared for the proposed development and included herein. See Exhibit J.

15. List of names and addresses of property owners within two hundred fifty (250) feet of the property being subdivided; and

A list of all owners within 250 feet has been provided herein. See Exhibit I.

16. Current title commitment for the property being subdivided.

A current title commitment has been included herein. See Exhibit G.

E. Completeness Determination and Submittal Deadline. A completeness determination of the application shall be made within thirty (30) days after submission of the preliminary plat application materials. An application is deemed complete once all fees, signed documentation, and all required application materials from subsections (C) and (D) are provided. If the application is deemed incomplete, the applicant will be notified of any deficiencies. The application process—including the scheduling of public meetings—will not continue until all deficiencies are corrected and the application is deemed complete. Once the application is determined to be complete, the applicant may submit new or revised application materials up to fourteen (14) days before the public hearing date. If materials are provided after this deadline, the planning commission may continue the hearing if it determines staff requires more time to review and provide comments regarding the late submittals.

F. Public Notice and Referrals. As provided in Chapter 16.08 of this title, a public hearing regarding the application will be scheduled with the commission on the first available meeting date at least forty-five (45) days after the date the application was determined complete pursuant to subsection (E) above. The application shall be accompanied by an application for zoning or rezoning if the subdivision is within the town limits and when rezoning is required for the development of the subdivision. Notices of the time and place of the hearing shall also be mailed to all utilities and state agencies who were requested to review the preliminary plat, at least thirty (30) days prior to the hearing.

In addition to the notice requirements, applicable portions of the preliminary plat shall be provided to at least the following referral agencies for review and comment:

- *Town departments and town consultants, including the town attorney and town engineer;*
- *Colorado Parks and Wildlife;*
- *Colorado River Fire and Rescue;*

- *All utility companies serving the proposed area;*

- *The Colorado Department of Public Health when any new sewage and water treatment facilities are proposed;*

- *The Colorado Department of Highways when the proposed subdivision borders a state highway, and any other appropriate agency.*

G. Application Review Process. The application will be evaluated according to the following review criteria:

1. Consistency with the comprehensive plan;

This has been addressed within this application. See Section V, Specific Project Parameters.

2. Compliance with zoning and density requirements;

The underlying zoning is Highway Commercial and the proposed development falls within Conditional Use of this zone district. Additionally, this is a PUD application based upon the underlying Riverside Park PUD. As such density requirements are established by the PUD.

3. Compatibility to neighboring land uses;

Neighboring land uses are limited to the River Park condominium development to the east, undeveloped land to the south, the I 70 interchange to the west and the Colorado River to the north. See Exhibit B.

4. Availability of town services from public works (including water and sewer services), fire, and police;

The Applicant has met with the town agencies for input prior to submission of this application. All town services are available.

5. Adequacy of off-street parking and vehicle, bicycle, and pedestrian circulation;

See Section V, Specific Project Parameters for a detailed summary of provided parking. Pedestrian circulation has been provided for all programmatic uses. See Exhibit N - Architectural Site Plan. Pedestrian circulation has also been provided in the form of a riverside trail.

6. The extent to which any required open space or parks are designed for active or passive use by residents of the subdivision or the public; and

Not Applicable.

7. Development consistent with the natural character, contours, and viewsheds of the land.

The natural character of the site has been protected to the greatest extent possible with the design of the project. The site itself comprises two basis sections, the first being the flat bench along the County Road 335 and the second being the sloped hillside from the flat bench to the river. One the flat bench the parking has been located which minimizes grading. On this hillside, the building has been located and nestles into the hillside with two stories to three, allowing existing grade to be maintained. The viewshed of this parcel is of the Colorado River. All emphasis has been placed, architecturally, on maximizing the views. Off site view of the parcel will obviously change with the addition of new construction but no view from off site, looking through the site to a focal point beyond will be impacted. As an example, the view from I 70 to the parcel and then across to the mountainside will not be impacted.

The Applicant believes it has provided adequate information to review the application against these criteria.

Within thirty (30) days after the close of the public hearing, or within such time as is mutually agreed by the commission and the applicant, the commission shall make one of three (3) decisions on the application: 1) approve the application unconditionally; 2) approve the application with conditions; 3) deny the application. The commission's decision will be made by written resolution. Approval or the preliminary plat does not constitute a commitment on the part of the planning commission to accept the final plat. A continuance of the hearing may be allowed pursuant to Section 16.08.040(G) of this title.

H. Duration of Preliminary Plat. Preliminary plat approval granted pursuant to this Section 16.16.020 will remain in effect for one (1) year from the date of the commission resolution regarding the application. If the applicant does not submit a final plat application within said year or if the applicant's preliminary plat application includes substantial changes (e.g., proposes new uses, higher density development, changed layout, new or additional variances, etc.) from the as-approved preliminary plat, then, at the discretion of the town administrator, the applicant may be required to obtain approval of a new preliminary plat application before filing a final plat application.

VII. ***16.16.030 - Final Plat Requirements.***

A. Purpose. The subdivision of property into six (6) or more lots or condominium units shall be deemed a major subdivision per Section 16.04.020. Any major subdivision proposal shall require a three-step application process—sketch, preliminary, and final—unless granted an exemption by the commission for good cause shown by the applicant. Only that part of the preliminary plat that is proposed by the application for recording at any one time must be submitted in final form. Separate improvement agreements and review fees may be required for each portion of the preliminary plat that shall be presented for final approval. In the case of a partial submission, the approval of the remaining portion of the preliminary plat shall receive an automatic one-year extension. A final subdivision application shall demonstrate final compliance with town regulations and requirements as are necessary prior to the building permit phase.

The commission shall conduct a noticed public hearing as provided in Chapter 16.08 of the town code and make a recommendation on the final plat application to town council. Town council will then make the final decision on the application at a public meeting. In instances of combined PUD/subdivision development applications, both applications shall be processed concurrently pursuant to Section 17.100.030.

B. Pre-Application Meeting. Prior to submission of a final plan application, the applicant and the town administrator or designated town staff will conduct a pre-application meeting at a mutually agreed upon date. The pre-application meeting is an opportunity for the applicant to discuss any subsequent changes made after the preliminary plan review and receive guidance on future steps with the application process. An additional pre-application meeting may be required by the town administrator if a complete final plat application is not submitted within six (6) months of the initial pre-application meeting. The town administrator may waive the pre-application meeting for good cause upon request from the applicant or otherwise at the discretion of the town administrator.

Complete.

C. Final Plat Submittals. The applicant shall produce print copies (the number of which shall be determined by the town administrator) of the proposed final subdivision plat drawn at a scale of not more than one hundred (100) feet to the inch on sheets (maps of two (2) or more sheets shall be referenced on an index map and all certifications and dedications need appear only on the title or cover sheet) which measure twenty-four (24) inches by thirty-six (36) inches with a two-inch clear left margin and a one-half inch margin along the remaining edges of the sheet. Two (2) permanent, reproducible copies (such as mylar) will be required after final approval and prior to recordation.

Additional information required after preliminary plat approval shall be as follows:

1. Subdivision Boundaries. Street right-of-way lines and lot lines in solid lines, easements or other right-of-way lines in dashed lines, all with accurate dimensions to the nearest 0.01 foot. Bearings and distances of all lines, centerline angles, radius length, chord length, and arc length of all curves shall be shown;

Exhibit N - Plat included in this application complies with the above stated criteria.

2. The location and description of all permanent survey control points;

Included. See Exhibit N - Plat.

3. Legal description of the subdivision parcel with reference to its location in the records of Garfield County;

Included. See Exhibit A - Legal Description.

4. Street names, block and lot numbers. All street names shall be cleared through Garfield County Communications to avoid any duplication of street names in the county dispatch area. Address numbering shall be sequential and based on distance from entrance of street. Fire marshal will submit names to communications for approval.

No new streets are proposed in this development. There is only a parking lot and associated access way.

5. Notarized certification of ownership;

Included. See Exhibit G - Title Commitment.

6. Surveyor's certificate signed by a licensed surveyor responsible for the survey and plat;

See Exhibit N - Survey and Exhibit N - Plat.

7. Certificate of final approval by town council;

This is a combined Preliminary and Final Plat submission. Certificate shall be provided once available.

8. County clerk's certificate for time of recording and reception number;

See comment above.

9. Evidence that provision has been made for facility sites, easements, and rights of access for electrical and natural gas utility service sufficient to ensure reliable and adequate electric or, if applicable, natural gas service for any proposed subdivision. Submission of a letter of agreement between the subdivider and utility serving the site shall be deemed sufficient to establish that adequate provision for electric or natural gas service to a proposed subdivision has been made;

All utilities required to serve the proposed development are contained within adequate easements as shown In Exhibit N - Plat.

10. The title insurance company or attorney's certificate as required; and

See Exhibit G - Title Commitment..

11. Plat note referencing the ordinance number and recordation information for the ordinance approving the final plat.

This will be added once available.

D. Supplemental Application Materials.

1. Three (3) copies of any protective covenants or restrictions placed on the subdivision;

Included. See Exhibit J.

2. Engineered plans and preliminary cost estimates for all utility, street, and drainage improvements to be installed in dedicated land, rights-of-way, or easements shall be made and certified by an engineer licensed to practice in the state of Colorado;

No anticipated improvements are planned for public land with the exception of the utility connections which are at the property line within the Right of Way. The Applicant can provide an estimate for this minimal work if necessary.

3. A subdivision improvement agreement using a form approved by the town attorney with guarantees executed between the subdivider and the town wherein the subdivider shall agree to install drainage structures, fire hydrants, roads, curb and gutter, complete paving, sidewalks, bicycle paths, culverts and bridges, street lights and signs, and other improvements where required at his or her expense either prior to acceptance of the final plat or within a specific time, no later than one (1) year from the start of any phase of the development, as approved by the town council. Such agreement shall also define responsibility for and describe terms and stipulations relative to provision of water and sewer improvements;

It is anticipated that a subdivision improvements agreement will be created in cooperation with the town attorney and the applicant. Due to the nature of this development, this agreement shall be finalized to the satisfaction of the town's attorney prior to issuance of a building permit or within one year of approval.

4. A title commitment for all onsite and offsite easements and dedications;

Included. See Exhibit G - Title Commitment.

5. List of property owners within two hundred fifty (250) feet of the property being subdivided.

Included. See Exhibit I - List of Property Owners Within 250 Feet.

E. Completeness Determination and Submittal Deadline. A completeness determination of the application shall be made within thirty (30) days after submission of the final plat application materials. An application is deemed complete once all fees, signed documentation, and all required application materials from subsections (C) and (D) are provided. If the application is deemed incomplete, the applicant will be notified of any deficiencies. The application process—including the scheduling of public meetings—will not continue until all deficiencies are corrected and the application is deemed complete. Once the application is determined to be complete, the applicant may submit new or revised application materials up to fourteen (14) days before the public hearing date. If materials are provided after this deadline, the planning commission may continue the hearing if it determines staff requires more time to review and provide comments regarding the late submittals.

F. Public Notice and Referrals. As provided in Chapter 16.08 of this title, a public hearing regarding the application will be scheduled with the commission on the first available meeting date at least forty-five (45) days after the date the application was determined complete pursuant to subsection (E) above. The application shall be accompanied by an application for zoning or rezoning if the subdivision is within the town limits and when rezoning is required for the development of the subdivision. Notices of the time and place of the hearing shall also be mailed to all utilities and state agencies who were requested to review the final plat, at least thirty (30) days prior to the hearing. Final plat application materials may be provided to one (1) or more of the referral agencies listed in Section 16.16.040(F) if deemed necessary by the town planner.

G. Application Review Process. The application will be evaluated according to the following review criteria:

1. Consistency with the comprehensive plan;

2. Compliance with zoning and density requirements;

3. Compatibility to neighboring land uses;

4. Availability of town services from public works (including water and sewer services), fire, and police;

5. Adequacy of off-street parking and vehicle, bicycle, and pedestrian circulation;

6. The extent to which any required open space or parks are designed for active or passive use by residents of the subdivision or the public; and

7. Development consistent with the natural character, contours, and viewsheds of the land.

The Applicant believes it has provided adequate information to review the application against these criteria. As evidenced in the sections immediately above.

Within thirty (30) days after the close of the public hearing, or within such time as is mutually agreed by the planning commission and the applicant, the commission shall make one of three recommendations to town council regarding the final plat application: 1) approve the application unconditionally; 2) approve the application with conditions; 3) deny the application. The commission's decision will be made by written resolution. A continuance of the hearing may be granted pursuant to Section 16.08.040(G) of this title.

Within sixty (60) days from the date of the commission's written decision on a final application, or within such time as is mutually agreed by the council and the applicant, town council shall approve the final plat application, with or without conditions, or deny the application. Town council's decision will be made by ordinance.

H. Recordation of Plat. The town clerk shall cause the final plat to be recorded with the county clerk and recorder upon satisfaction of all conditions required by the ordinance approving the final plat. The town clerk shall also retain copies of plats and annexation ordinances as required by state statute.

(Ord. No. TC 2020-6, § 2, 9-1-2020)

VIII. 17.100.050 - Preliminary PUD Development Plan and/or PUD Master Plan Application.

A. Purpose. A PUD proposal shall generally require a three-step application process—sketch, preliminary, and final—unless granted an exemption by the commission for good cause shown by the applicant. Review of the preliminary PUD application will assess zoning conformance, compliance with the town code, provisions for utilities and infrastructure, compatibility with the comprehensive plan, and address any adverse impacts to the town.

The commission shall conduct a noticed public hearing as provided in Chapter 16.08 of the code and make a decision regarding the preliminary PUD application. In instances of combined Subdivision/PUD development applications, both applications shall be processed concurrently pursuant to Section 17.100.030.

B. Pre-Application Meeting. Prior to submission of a preliminary plan application, the applicant and the town administrator or designated town staff will conduct a pre-application meeting at a mutually agreed upon date. The pre-application meeting is an opportunity for the applicant to discuss any subsequent changes made after sketch plan review and receive guidance on future steps with the application process. An additional pre-application meeting may be required by the town administrator if a complete preliminary plan application is not submitted within six (6) months of the initial pre-application meeting. The town administrator may waive the pre-application meeting for good cause upon request from the applicant or otherwise at the discretion of the town administrator.

Complete.

C. Preliminary PUD and/or Master Plan Application Requirements. A preliminary PUD development plan application and/or an application for PUD master plan approval may be filed by the person having an interest in the property for which the planned unit development is requested and shall be made on a form provided by the town. All application materials shall be submitted in electronic format. Upon receipt of the electronic materials, the town administrator or designated town staff will determine the number of paper copies the applicant will be required to provide.

A preliminary PUD development plan or PUD master plan submittal will include the following:

1. Boundary and size of site showing existing and proposed zoning (if applicable) and zone district boundaries for the proposed area and land adjacent to the proposed development area;

See Exhibit N - Survey.

2. Density of proposed development;

See Section IV of this land use application for development program and uses applied to the 5.84 acre site.

3. List and location of adjacent land uses;

See Exhibit B - Adjacent Land Use Map.

4. Name of the proposed development, which shall be different from any existing recorded subdivision in the Town of New Castle;

Coal Seam PUD

5. Existing topographic character of the land at a contour level of two (2) feet if the slope is less than ten (10) percent (spot elevations may be required if the land is too flat for contours) and five feet if the slope is greater than ten (10) percent. An application for PUD master plan approval shall also include proposed contours for all proposed infrastructure improvements;

See Exhibit N - Survey for existing 2 foot interval contours and Grading and Drainage Plan for proposed contours at 2 foot intervals as shown in Exhibit N - Civil Plans.

6. Lot and block layout and their respective acreage and/or square footage including the setback information for each proposed lot;

See Exhibit N - Plat.

7. The architectural character and design of all buildings and structures including floor plan, plan views, and elevations for each building proposed in the development

A complete architectural package has been included within this land use application which includes Exhibit N - Architectural Site Plan, Lot Coverage, Gross Area, Floor Plans, Elevations, Signage and 3D Renderings.

8. Proposed number of dwelling units and bedroom count and/or non-residential square footage, as applicable;

See Section IV of this land use application for the proposed development program.

9. Location and dimensions of any dedicated open space, public parks, schools, public buildings/facilities and any other common elements on the site plan showing compliance with applicable annexation agreements, master plan requirements, and the comprehensive plan;

See Exhibit N - Architectural Site Plan.

10. Identification of the party responsible for maintaining open space, parks, trails, and roads within the development;

Coal Seam LLC is the property owner and as such responsible for all maintenance.

11. Locations of snow storage (see Section 17.100.050(D)(9) below);

Snow storage location has been identified on the Exhibit N - Architectural Site Plan.

12. Viewshed analysis or 3D renderings of all buildings proposed in the development;

3D renderings have been provided within this land use application. See Exhibit N - 3D Renderings.

13. Existing and proposed easements for irrigation, drainage, and utilities. Include the proposed terms of reservations or dedications of public rights-of-way, easements and other public lands;

All existing and proposed easements have been shown in Exhibit N - Plat.

14. The existing and proposed vehicular circulation system, including arterial, collector and local streets, proposed bicycle/pedestrian paths, off-street parking areas, service and loading areas and major points of access to public rights-of-way, except that the application for a PUD master development plan need only show arterial and collector streets and proposed major points of access to public rights-of-way. Include a street plan view and/or elevation to demonstrate that the vehicular circulation system can effectively accommodate emergency vehicles and on-street parking;

To a large degree this review criteria is not applicable to this application. There are no internal roads and vehicular circulation is limited to access points and the parking lot.

15. Locations of transformer pedestals, A/C compressors, mailbox kiosks, or any other accessory structure shall be identified on the site plan. Locations of mailbox kiosks shall be approved by the local postmaster;

All utility components have been shown on the Utility Plans within this land use application. See Exhibit N - Civil Plans.

16. Identify any off-street parking common areas, loading areas, and service areas including refuse disposal;

All parking, loading, service and trash pickup locations have been shown in Exhibit N - Architectural Site Plan.

17. Brief description of any proposed covenants;

See Exhibit J for a draft of the covenants.

18. Areas of potential hazards, including the one hundred-year floodplain and floodway, geologic hazards including subsidence or other similar hazards, and mineral area if extraction value may be economically feasible;

The one hundred year floodplain has been shown on the Exhibit N - Civil Plans. Rock fall mitigation has been addressed in this land use application and will call for the construction of an earthen berm along County Road 335. This wall will be engineered to the satisfaction of the Town engineer as well as the project engineer prior to construction.

19. Profiles of the topography both before and after any overlot grading that is proposed, and a map showing the contours after overlot grading;

Profiles of topography including existing grade, proposed grade and proposed buildings have been prepared and included in the drawing package contained within this land use application. See Exhibit N - Civil Plans

20. List of the names and addresses of the owners of property located within two hundred fifty (250) feet of the subject site; and

See Exhibit I - List of Property Owners within 250 Feet.

21. Current title commitment for the subject property.

See Exhibit G - Title Commitment.

C. Supplemental Application Materials. The following applications materials shall accompany the preliminary PUD application in order to determine feasibility of the proposed development:

All Supplemental Materials have been provided within this application and have been referenced in the sections immediately above.

1. Compliance with the Comprehensive Plan. The applicant must include a narrative demonstrating compliance with the comprehensive plan.

This has been addressed within this application. See Section V, Specific Project Parameters.

2. Geotechnical study;

A geotechnical study has been included in this application. See Exhibit C -Geotechnical Subsoil Study.

3. Traffic impact study;

A traffic impact study, prepared specifically for this development has been included in this application. See Exhibit D - Traffic Impact Study.

4. Water Report. Identify anticipated service pressures, fire flow, demands, velocities under peak flow conditions as well as irrigation demands and design if a separate irrigation system is proposed. Identify any impacts to the town's existing storage, treatment, and distribution system.

A water report has been prepared by the project engineer and included within this application. See Exhibit N - Water + Sewer Report.

5. Wastewater Report. Identify anticipated loadings, velocities, pipe sizes, pumping needs, etc. We would need to assure that the sewer report identifies what the impacts are anticipated to be to the town's collection and treatment system;

A wastewater report has been prepared by the project engineer and included within this application. See Exhibit N - Water + Sewer Report.

6. Utility Plan. A plan corresponding to the preliminary plat showing the line location, size and gradient for proposed water distribution and sewage collection mains within the proposed subdivision in relation to existing town installations. Identify preliminary layouts, pedestal, transformer, and meter layout to assure no conflicts with other improvements exist;

A utility plan has been prepared by the project engineer and included within this application. See Exhibit N - Civil Plans.

7. Street Design Report. Centerline profiles of proposed streets shall be plotted at a horizontal scale consistent with the preliminary plat and a distorted vertical scale, with sufficient detail to insure that the proposed streets meet gradient limitations established by this title and bear a logical relationship to the grade of existing public streets at points of intersection;

There is no street system proposed within this development. The parking lot will be served via two access points that intersect with County Road 335. Additionally, the emergency access to River Park Condominiums has been preserved and accesses County Road 335 within this development parcel, contained within an easement.

8. Drainage Report. Show compliance with public works manual;

A drainage report has been prepared by the project engineer and included within this application. See Exhibit N - Civil Drainage Report.

9. Floodplain Study. For drainages that have tributary basin areas of more than twenty (20) acres in size, identify the water surface elevations of the drainage for both the predeveloped conditions as well as the post developed conditions. The study will need to assure that the flood hazards that exist upstream and downstream of the subject property will not cause a rise in water surface elevation by more than six (6) inches nor an increase in velocity of the stream for the one-hundred-year event. The hydrological analysis and the hydraulic analysis supporting the study shall be submitted for review and approval by the town engineer;

See above.

10. Snow Storage and Removal plan that complies with the public works manual;

See above.

11. Geological Stability Information. Geological stability information and soil datum shall be furnished at this time if the applicant has any objection to any current report of geologic and soil information adopted by the town or by the Garfield County Planning Department as a reference, or on request of the town administrator in cases where no such report is available for the land being subdivided. At the same time the applicant shall present plans for the correction or avoidance of any problems in his or her report or the adopted reference;

See above.

12. Conceptual landscape sketch showing general locations of turf, native grass, trees, natural screening, and hardscapes;

Provided. See Exhibit N - Landscape + Irrigation Plan.

13. Construction Phasing Plan. Identify, at minimum, each of the following components:

See above.

a. Buildout phases for infrastructure and vertical improvements;

b. Schedule that identifies the sequencing of infrastructure and vertical construction, sequencing of occupancy, traffic flow, and traffic control plans during construction;

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

d. Illustrate drainage and erosion control best management practices (BMP's);

14. Acreage. A schedule shall be submitted showing the total acreage of the land to be subdivided and the acreage intended for each type of usage along with its percentage to the total acreage.

The Exhibit N - Plat included herein represents total acreage and the acreage of the final two resulting parcels and uses.

15. Fiscal Impact Study. At the discretion of the town administrator, provide a calculation of projected ongoing revenues and costs to be received or incurred by the town as a result of the proposed development. Such calculations shall be provided for the first fifteen (15) years after full build-out of the development.

A fiscal impact study has been included in this application. See Exhibit L - Fiscal Impact Study.

E. A completeness determination of the application shall be made within thirty (30) days after submission of the preliminary PUD plan application materials. An application is deemed complete once all fees, signed documentation, and all required application materials from sections C and D are provided. If the application is deemed incomplete, the applicant will be notified of any deficiencies. The application process—including the scheduling of public meetings—will not continue until all deficiencies are corrected and the application is deemed complete. Once the application is determined to be complete, the applicant may submit new or revised application materials up to fourteen (14) days before the public hearing date. If materials are introduced later than this deadline, the planning commission may continue the hearing if it determines staff requires more time to review and provide comments regarding the later submittals.

F. Staff Meeting. Within fourteen (14) days after determining that the preliminary PUD application is complete, the town administrator, town planner, and other town staff members and consultants requested by the town administrator will meet with the applicant to discuss the application. The purpose of the meeting is for staff to clearly communicate to the applicant any issues staff has identified after reviewing the application that need to be resolved or addressed prior to the public hearing on the application.

G. Public Notice and Referrals. As provided in Chapter 16.08 of this code, a public hearing regarding the application will be scheduled with the planning commission on the first available meeting date at least forty-five (45) days after the date the application was determined complete pursuant to subsection (E) above. Notices of the time and place of the hearing shall also be mailed to all utilities and state agencies who were requested to review the preliminary plan, at least thirty (30) days prior to the hearing.
In addition to the notice requirements, applicable portions of the preliminary plan shall be provided to at least the following referral agencies for review and comment:

Coordination with Referral Agents has been addressed within this application.

- *Town departments and town consultants, including the town attorney and town engineer;*
- *Colorado Parks and Wildlife;*
- *Colorado River Fire and Rescue;*
- *All utility companies serving the proposed area;*
- *The Colorado Department of Public Health when any new sewage and water treatment facilities are proposed;*

- *The Colorado Department of Highways when the proposed subdivision borders a state highway, and any other appropriate agency;*

H. Application Review Process. The application will be evaluated according to the following review criteria:

The following review criteria has been addressed within this application.

1. Consistency with the comprehensive plan;

2. Compliance with zoning and density requirements;

3. Compatibility to neighboring land uses;

4. Availability of town services from public works (including water and sewer services), fire, and police;

5. Adequacy of off-street parking and vehicle, bicycle, and pedestrian circulation;

6. The extent to which any required open space or parks are designed for active or passive use by residents of the subdivision or the public; and
7. Development consistent with the natural character, contours, and viewsheds of the land.

Within thirty (30) days after the close of the public hearing, or within such time as is mutually agreed by the planning commission and the applicant, the commission shall make one (1) of three (3) decisions regarding the application: 1) approve the application unconditionally; 2) approve the application with conditions; 3) deny the application. The commission's decision will be made by written resolution. A continuance may be granted pursuant to Section 16.08.040(G) of the code.

The applicant may take a disputed decision of the commission to the town council for review. If, in the council's sole discretion, the finding of the commission may have been in error, the council shall refer the application back to the commission for reassessment.

I. Duration of Preliminary Plan Approval. Preliminary plan approval granted pursuant to this Section 17.100.050 will remain in effect for one (1) year from the date of the commission resolution regarding the application. If the applicant does not submit a final PUD plan application within said year or if the applicant's preliminary PUD plan application includes substantial changes (e.g., proposes new uses, higher density development, changed layout, new or additional variances, etc.) from the as-approved preliminary PUD plan, then, at the discretion of the town administrator, the applicant may be required to obtain approval of a new preliminary PUD plan application before filing a final PUD plan application.

IX. 17.100.060 - Final PUD Application and/or Final PUD Master Plan Application.

A. Purpose. A PUD development plan shall generally require a three-step application process—sketch, preliminary, and final—unless granted an exemption by the commission for good cause shown by the applicant. The final application is the last stage of the approval process for a PUD and/or master plan proposal. An applicant may not submit a final PUD plan application until a preliminary PUD plan has been approved by the commission. All or any portion of an approved preliminary PUD plan application may be submitted for final PUD plan application approval. In the case of a partial submission, the approval of the remaining portion of the preliminary PUD plan application shall automatically gain an extension of one (1) year. Review of a final PUD plan application will assess zoning conformance, compliance with the town code, provisions for utilities and infrastructure, compatibility with the comprehensive plan, and address any adverse impacts to the town.

The commission shall conduct a notice public hearing as provided in Chapter 16.08 of this code and make a recommendation on the final PUD plan application to town council. Town council will then make the final decision regarding the application at a public meeting. In instances of combined PUD/subdivision development applications, both applications shall be processed concurrently pursuant to Section 17.100.030.

B. Pre-Application Meeting. Prior to submission of a final PUD plan application, the applicant and the town administrator or designated town staff will conduct a pre-application meeting at a mutually agreed upon date. The pre-application meeting is an opportunity for the applicant to discuss any subsequent changes made after preliminary plan review and receive guidance on the final steps with the application process. An additional pre-application meeting may be required by the town administrator if a complete preliminary plan application is not submitted within six (6) months of the initial pre-application meeting. The town administrator may waive the pre-application meeting for good cause upon request from the applicant or otherwise at the discretion of the town administrator.

Complete.

C. Final PUD and/or Master Plan Application Requirements. A final PUD development application and/or an application for PUD master plan may be filed by the person having an interest in the property for which the planned unit development is requested and shall be made on a form provided by the town. All application materials shall initially be submitted in electronic format. Upon receipt of the electronic materials, the town administrator or designated town staff will determine the number of paper copies the applicant will be required to provide.

A final PUD development plan or PUD master plan submittal shall include the following additional items:

1. Any updated plan views and elevations. Note, substantial changes to building design after preliminary plan approval may require additional review time at the discretion of the planning commission. Building design should be nearly complete prior to final application approval;

The submitted plans are conceptual in nature. Individual building plans may vary but will be evaluated for compliance with design standards contained within the Town of New Castle code of ordinances at the time of submitting a building permit application.

2. The location and design of proposed signs and an exterior lighting plan. All exterior illumination shall comply with acceptable International Dark-sky Association (IDA) standards to the maximum extent possible;

See Exhibit N - Architectural Signage.

3. Areas of known hazards, such as one hundred year floodplain, rockslides, subsidence or other similar hazards, and mineral areas of potentially economically feasible extraction value;

The one hundred year flood plain has been shown on the Exhibit N - Civil Plans, Exhibit N - Architectural Site Plan. We also know of rockfall potential from the hillside to the south of the parcel and across County Road 335. This has been evaluated in the attached rock fall mitigation report prepared by CTL Thompson. See Exhibit H - Rockfall Mitigation Report.

4. A landscape plan illustrating size, type and location of plant materials and an irrigation plan, if applicable;

A Landscape + Irrigation Plan has been provided. See Exhibit N - Landscape + Irrigation Plan.

5. Weed and dust management plan in compliance with the public works manual;

A weed and dust management plan has been included in this application. See Exhibit K - Weed and Dust Management Plan

6. Evidence that provision has been made for facility sites, easements, and rights of access for electrical and natural gas utility service sufficient to ensure reliable and adequate electric or, if applicable, natural gas service for any proposed PUD subdivision. Submission of a letter of agreement between the PUD applicant and utility serving the site shall be deemed sufficient to establish that adequate provision for electric or natural gas service to a proposed PUD subdivision has been made;

All proposed utilities will be located within adequate easements. See Plat attached herein. A letter from the servicing utility companies, gas and electric, has been included in this application. See Exhibit M - Referral Letters.

D. Completeness Determination and Submittal Deadline. A completeness determination of the application shall be made within thirty (30) days after submission of the final PUD plan application materials. An application is deemed complete once all fees, signed documentation, and all required application materials from subsection (C) are provided. If the application is deemed incomplete, the applicant will be notified of any deficiencies. The application process—including the scheduling of public meetings—will not continue until all deficiencies are corrected and the application is deemed complete. Once the application is determined to be complete, the applicant may submit new or revised application materials up to fourteen (14) days before the public hearing date. If materials are provided after this deadline, the planning commission may continue the hearing if it determines staff requires more time to review and provide comments regarding the late submittals.

E. Public Notice and Referrals. As provided in Chapter 16.08 of this code, a public hearing regarding the application will be scheduled with the commission on the first available meeting date at least forty-five (45) days after the date the application was determined complete pursuant to subsection (D) above. Notices of the time and place of the hearing shall also be mailed to all utilities and state agencies who were requested to review the final plat, at least thirty (30) days prior to the hearing. The final PUD application materials may be provided to one (1) or more of the referral agencies referenced in Section 17.100.060(G) if deemed necessary by the town planner.

F. Application Review Process. The application will be evaluated according to the following review criteria:

This application has addressed each of the following review criteria earlier in the application. Please refer to the Preliminary PUD section.

1. Consistency with the comprehensive plan;

2. Compliance with zoning and density requirements;

3. Compatibility to neighboring land uses;

4. Availability of town services from public works (including water and sewer services), fire, and police;

5. Adequacy of off-street parking and vehicle, bicycle, and pedestrian circulation;

6. The extent to which any required open space or parks are designed for active or passive use by residents of the subdivision or the public; and

7. Development consistent with the natural character, contours, and viewsheds of the land;

Within thirty (30) days after the close of the public hearing, or within such time as is mutually agreed by the planning commission and the applicant, the commission shall make one (1) of three (3) recommendations to town council regarding the final PUD plan application: 1) approve the application unconditionally; 2) approve the application with conditions; 3) deny the application. The commission's decision will be made by written resolution. A continuance may be granted pursuant to Section 16.08.040(G) of this title.

Within sixty (60) days from the date of the planning commission's written decision on a final PUD plan application, or within such time as is mutually agreed by the town council and the applicant, the town council shall approve the application, with or without conditions, or deny the application. Town council's decision will be made by ordinance, and any ordinance approving a final PUD plan shall be recorded in the Garfield County real property records.

16.12.030 - Lot Splits.

This application seeks to split the overall parcel into two independent lots to support the proposed development. It is not anticipated that either lot will change ownership, thus continue to be owned by the Developers, Coal Seam LLC. However, the ultimate financing may require separation of the hotel from the commercial so this would require the lots to be split at this time, providing that flexibility in the future.

A. Application. An applicant for a lot split shall submit the following information:

1. A legal description of the existing lot or parcel proposed to be split.

See Exhibit N - Plat.

2. A statement as to the ownership of the lot or parcel, along with a copy of the deed evidencing such ownership, and a statement as to the ownership of the adjacent lots or parcels.

See Exhibit G for a copy of the deed. See Exhibit I for Adjacent Property Owners list.

• A drawing, to scale, depicting:

1. The locations and boundaries of the proposed lots;

See Exhibit N - Plat map for graphic depiction of Lot 1A and Lot 1B.

2. All existing and proposed easements and rights-of-way, including descriptions thereof;

See Exhibit N - Plat for all easements, existing and proposed, and rights of way.

3. An indication of all adjacent property uses.

Adjacent property uses, as identified on the included Existing Conditions Survey include the River Park Condominiums to the east, the Colorado River to the north, the County Road 335 Right of Way to the South, Undeveloped land further to the south, and the I 70 interchange to the west. See Exhibit B - Adjacent Land Use Map.

B. Review Procedure. The applicant shall submit at least fifteen (15) copies of the application and drawing and any supporting information to the town administrator at least forty-five (45) days prior to a regularly scheduled meeting of the planning commission at which the application is to be considered. The town administrator, or a designee, shall review the application and drawing for compliance with all applicable town regulations. When the application is found to be complete, the application shall be referred to appropriate town staff departments, be scheduled for a public hearing before the town planning commission, and be reviewed and a decision made by the planning commission and the town council in the same manner as minor subdivision applications.

After final approval by the town council, and before the newly created lots may be placed into separate ownership, the applicant shall submit to the town administrator a final plat complying with all requirements of Section 16.16.030. The form of the final plat may be approved at a staff level and does not require further approval by the town council provided that it is consistent with the drawing and other materials previously submitted to and approved by the town council. The approved final plat shall be recorded with the Garfield County clerk and recorder.

(Ord. 2004-3 § 15 (part); prior code § 14-02-130(C))

EXHIBIT A

Legal Description

Section: 2 Township:6 Range:91 Subdivision: RIVERSIDE PARK SUBDIVISION Lot:15.84 ACRES

Garfield County, CO

Summary

Account	R005371
Parcel	218102108001
Property Address	7051 335 COUNTY RD, NEW CASTLE, CO 81647
Legal Description	Section: 2 Township: 6 Range: 91 Subdivision: RIVERSIDE PARK SUBDIVISION Lot: 1 5.84 ACRES
Acres	5.84
Land SqFt	0
Tax Area	79
Mill Levy	69.3440
Subdivision	RIVERSIDE PARK SUBDIVISION

View Map

Map



Owner

COAL SEAM LLC
110 SPUR DRIVE
GLENWOOD SPRINGS CO 81601

Land

Unit Type	VACANT COM LOTS - 0200 (VACANT LAND)
Square Feet	0
Acres	5.84

Actual Values

Tax Year	2025	2024	2023	2022	2021
Actual Value	**$1,081,160.00**	**$432,460.00**	**$432,460.00**	**$335,160.00**	**$335,160.00**

Assessed Values

Tax Year	2025	2024	2023	2022	2021
Non School Assessed Value	$291,910.00	$0.00	$0.00	$0.00	$0.00
School Assessed Value	$291,910.00	$0.00	$0.00	$0.00	$0.00
Pre 2025 Assessed Value	$0.00	$120,660.00	$120,660.00	$97,200.00	$97,200.00

*House Bill 24B-1001 established a separate assessment rate for school district residential properties, effective for the 2025 tax year and beyond. Click here for Assessor FAQs

Tax History

Tax Year	2024	2023	2022	2021
Taxes Billed	$8,367.04	$7,519.04	$6,453.40	$7,146.32

Click here to view the tax information for this parcel on the Garfield County Treasurer's website.

Transfers

Sale Date	Deed Type	Reception Number	Book - Page	Sale Price
1/30/2023	STATEMENT OF AUTHORITY	983169		$0
1/30/2023	SPECIAL WARRANTY DEED	983168		$900,000
11/16/2018	WARRANTY DEED	914259		$350,000
11/7/2018	STATEMENT OF AUTHORITY	914258		$0
9/21/2007	STATEMENT OF AUTHORITY	734504		$0
9/21/2007	WARRANTY DEED	734503		$690,000
9/21/2007	STATEMENT OF AUTHORITY	734502		$0
6/23/2006	AGREEMENT	704854	1834-0249	$0
7/12/1999	Plat	548663		$0
7/6/1992	RESOLUTION	437792	0838-0843	$0
1/8/1992	QUIT CLAIM DEED	430653	0821-0336	$0

Property Related Public Documents

Click here to view Property Related Public Documents

No data available for the following modules: Buildings, Photos, Sketches.

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

Adjacent Land Use Map

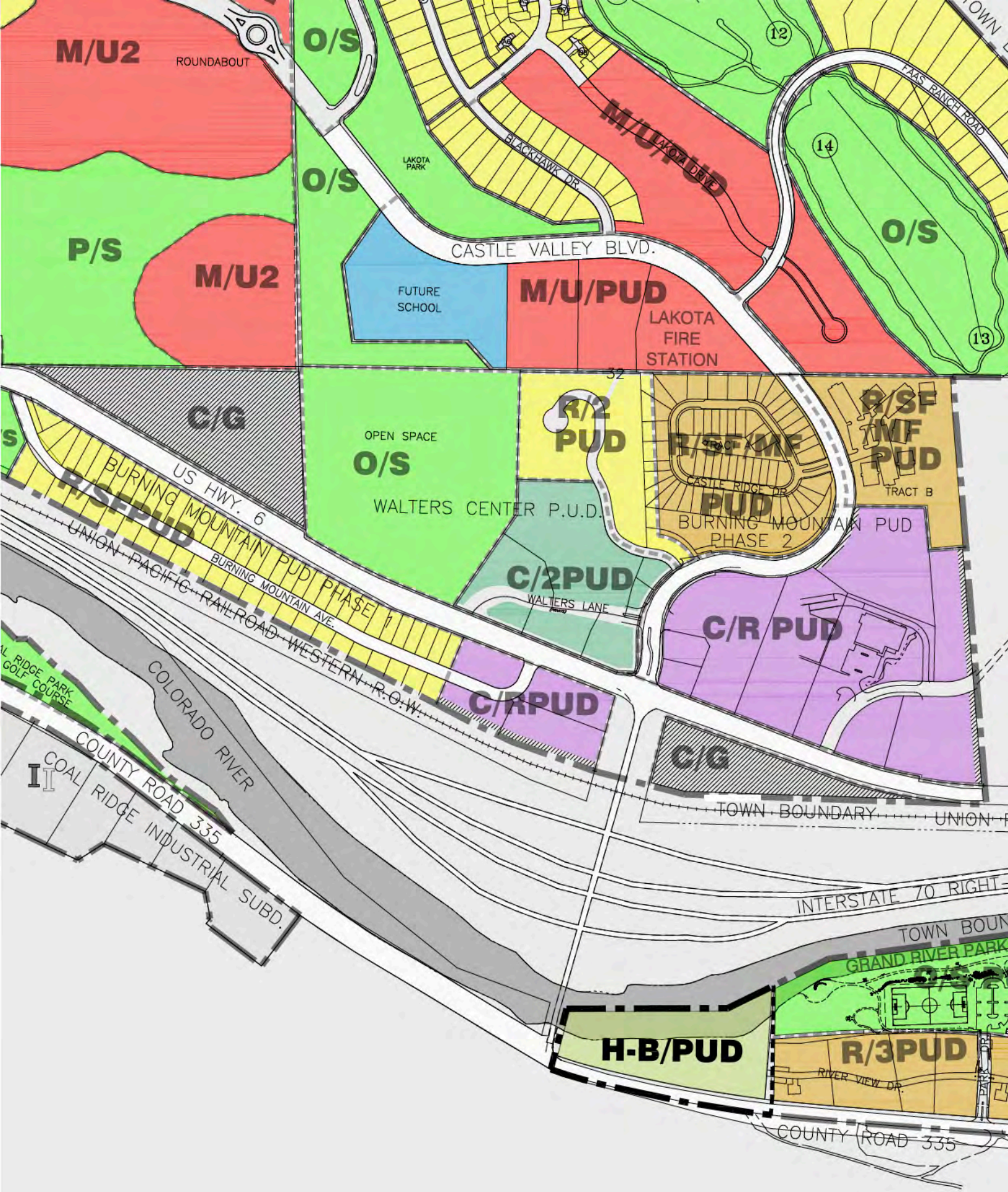

M/U2
ROUNDABOUT
O/S
LAKOTA PARK
BLACKHAWK DR.
M/U/PUD
LAKOTA DRIVE
FAAS RANCH ROAD
12
14
13
O/S
P/S
M/U2
CASTLE VALLEY BLVD.
FUTURE SCHOOL
M/U/PUD
LAKOTA FIRE STATION
C/G
OPEN SPACE
O/S
WALTERS CENTER P.U.D.
R/2 PUD
32
R/SF/MF PUD
TRACT A
CASTLE RIDGE DR.
BURNING MOUNTAIN PUD PHASE 2
R/SF/MF PUD
TRACT B
R/SF PUD
BURNING MOUNTAIN PUD PHASE 1
US HWY. 6
BURNING MOUNTAIN AVE.
UNION PACIFIC RAILROAD WESTERN R.O.W.
C/2PUD
WALTERS LANE
C/R PUD
C/RPUD
C/G
TOWN BOUNDARY
UNION
COLORADO RIVER
COUNTY ROAD 335
COAL RIDGE INDUSTRIAL SUBD.
INTERSTATE 70 RIGHT
TOWN BOUN
GRAND RIVER PARK
H-B/PUD
R/3PUD
RIVER VIEW DR.
PARK DR.
COUNTY ROAD 335

EXHIBIT C

Geotechnical Subsoil Study (HP Geotech)

Kumar & Associates, Inc.®
Geotechnical and Materials Engineers
and Environmental Scientists

April 8, 2025

Abdi Pizadeh
1101 Village Road, #LL-1B
Carbondale, Colorado 81623
abdi@aspenbuilt.net

Project No. 25-7-208

Subject: Subsoil Study for Foundation Design, Proposed Hotel, County Road 335, East of Castle Valley Boulevard, New Castle, Colorado

Dear Abdi:

As requested, Kumar & Associates, Inc. performed a subsoil study for design of foundations at the subject site. The study was conducted in general accordance with our agreement for geotechnical engineering services to you dated March 13, 2025. The data obtained and our recommendations based on the proposed construction and subsurface conditions encountered are presented in this report. Evaluation of potential geologic hazard impacts to the property is beyond the scope of our services.

Proposed Construction: Plans for the proposed building were conceptual at the time of our study. The proposed hotel is assumed to be a two- or three-story structure located on the site in the area of the pits shown on Figure 1. Ground floor is assumed to be structural over crawlspace or slab-on-grade. Cut depths are assumed to range between about 5 to 10 feet. Foundation loadings for this type of construction are assumed to be relatively light and typical of the proposed type of construction.

When building conditions and foundation loadings have been determined, we should be notified to re-evaluate the recommendations presented in this report.

Site Conditions: The subject site was vacant at the time of our field exploration with an exisitng abandoned building slab and parking areas. The ground surface was relatively flat in the proposed building area with a steep slope down to the river along the north side. Vegetation consists sagebrush, weeds and scattered scrub oak. The Colorado River is located immediately north of the property.

Subsurface Conditions: The subsurface conditions at the site were evaluated by excavating three exploratory pits at the approximate locations shown on Figure 1. The logs of the pits are presented on Figure 2. The subsoils encountered, below about ½ foot of topsoil or 4 to 10 feet of mixed clayey and granular fill with concrete debris, consist of mixed clay, gravel and sand down to the maximum explored depth of 16 feet. Results of swell-consolidation testing performed on

a relatively undisturbed sample of sandy clay, presented on Figure 4, indicate low to moderate compressibility under conditions of loading and wetting. Results of a gradation analysis performed on a sample of gravelly clay (minus 3-inch fraction) obtained from the site are presented on Figure 5. The laboratory test results are summarized in Table 1. No free water was observed in the pits at the time of excavation and the soils were slightly moist to moist.

Foundation Bearing Conditions: The fill soils encountered in the pits are variable, contain debris and are not suitable for support of the proposed construction. The natural soils encountered below the fill are variable clay, sand and gravel and possess low bearing capacity and typically low to moderate settlement potential. The proposed Hotel can be founded with spread footings bearing on the natural soils below the existing fill with a risk of settlement primarily if the bearing soils become wetted. At assumed excavation depths we expect the exposed subsoils to consist of a combination of fill and mixed clay and gravel. Fill exposed in the foundation area should be removed to expose the underlying natural soils. The sub-excavated depth can be backfilled with compacted structural fill or the foundation level can be deepened to bear directly on the natural soils. A lower risk option would be to extend the bearing level down to the assumed deeper granular soils or bedrock with a micro-pile foundation system. If recommendations for micro-piles are desired, we will need to drill borings on the site to further explore the subsoils. Alternatively, the Hotel can be founded with spread footings bearing on at least 3 feet of compacted structural fill in addition to removal of all the existing fill. This would help to reduce the risk of differential settlement and improve bearing conditions.

Foundation Recommendations: Considering the subsurface conditions encountered in the exploratory pits and the nature of the proposed construction, the building can be founded with spread footings bearing on the natural soils below the existing fill or on new compacted structural fill with a risk of settlement. Spread footings placed on the undisturbed natural soil or new structural fill can be designed for an allowable soil bearing pressure of 1,500 psf for support of the proposed Hotel. Footings placed entirely on at least 3 feet of compacted structural fill after removing the existing fill can be designed for an allowable bearing pressure of 2,000 psf. The soils are variable and tend to compress after wetting and there could be post-construction differential settlement of foundations. Footings should be a minimum width of 18 inches for continuous walls and 2 feet for columns. Loose disturbed soils and existing fill encountered at the foundation bearing level within the excavation should be removed to expose natural soils. We should observe the soils exposed in footing areas for bearing conditions. The footing bearing level can be extended down to the undisturbed natural soils or the sub-excavated depth can be backfilled with compacted structural fill. Structural fill can consist of the onsite soils processed to remove debris, topsoil, organics and rocks larger than about 6 inches or a suitable imported granular soils such as CDOT Class 5 or 6 base course. Structural fill should be spread in thin horizontal lifts, moisture conditioned to near optimum moisture content and compacted to at least

98% maximum standard Proctor density. Exterior footings should be provided with adequate cover above their bearing elevations for frost protection. Placement of footings at least 36 inches below the exterior grade is typically used in this area.

Continuous foundation walls should be heavily reinforced top and bottom to span local anomalies such as by assuming an unsupported length of at least 14 feet. Foundation walls acting as retaining structures should be designed to resist a lateral earth pressure based on an equivalent fluid unit weight of at least 55 pcf for the on-site soil as backfill. Cantilevered retaining structures which are separate from the Hotel and can be expected to deflect sufficiently to mobilize the full active earth pressure condition should be designed for a lateral earth pressure computed on the basis of an equivalent fluid unit weight of at least 45 pcf for backfill consisting of the on-site soils. The lateral resistance of foundation or retaining wall footings will be a combination of the sliding resistance of the footing on the foundation materials and passive earth pressure against the side of the footing. Resistance to sliding at the bottoms of the footings can be calculated based on a coefficient of friction of 0.35. Passive pressure of compacted backfill against the sides of the footings can be calculated using an equivalent fluid unit weight of 350 pcf. The coefficient of friction and passive pressure values recommended above assume ultimate soil strength. Suitable factors of safety should be included in the design to limit the strain which will occur at the ultimate strength, particularly in the case of passive resistance. Fill placed against the sides of the footings to resist lateral loads should be compacted to at least 95% of the maximum standard Proctor density at a moisture content near optimum. Wall backfill can consist of the onsite soils devoid of topsoil, organics, debris and rock larger than about 6 inches.

Floor Slabs: The natural on-site soils below the existing fill and topsoil can be used to support lightly loaded slab-on-grade construction. To reduce the effects of some differential movement, floor slabs should be separated from all bearing walls and columns with expansion joints which allow unrestrained vertical movement. Floor slab control joints should be used to reduce damage due to shrinkage cracking. The requirements for joint spacing and slab reinforcement should be established by the designer based on experience and the intended slab use. A minimum 4-inch layer of free-draining gravel should be placed beneath basement level slabs to facilitate drainage. This material should consist of minus 2-inch aggregate with less than 50% passing the No. 4 sieve and less than 2% passing the No. 200 sieve.

All fill materials for support of floor slabs should be compacted to at least 95% of maximum standard Proctor density at a moisture content near optimum. Required fill can consist of the on-site soils devoid of vegetation, topsoil and oversized rock.

Underdrain System: Although free water was not encountered during our exploration, it has been our experience in the area and where clayey soils are present that local perched groundwater can develop during times of heavy precipitation or seasonal runoff. Frozen ground

during spring runoff can create a perched condition. We recommend below-grade construction, such as retaining walls, crawlspace and basement areas (if any), be protected from wetting and hydrostatic pressure buildup by an underdrain system.

The drains should consist of rigid perforated PVC drainpipe placed in the bottom of the wall backfill surrounded above the invert level with free-draining granular material. The drain should be placed at each level of excavation and at least 1 foot below lowest adjacent finish grade and sloped at a minimum ½% to a suitable gravity outlet. Free-draining granular material used in the underdrain system should contain less than 2% passing the No. 200 sieve, less than 50% passing the No. 4 sieve and have a maximum size of 2 inches. The drain gravel backfill should be at least 1½ feet deep and covered with filter fabric such as Mirafi 140N or 160N. An impervious membrane such as 20 mil PVC should be placed beneath the drain gravel in a trough shape and attached to the foundation wall with mastic to prevent wetting of the bearing soils.

Surface Drainage: The following drainage precautions should be observed during construction and maintained at all times after the building has been completed:

1) Inundation of the foundation excavations and underslab areas should be avoided during construction.
2) Exterior backfill should be adjusted to near optimum moisture and compacted to at least 95% of the maximum standard Proctor density in pavement and slab areas and to at least 90% of the maximum standard Proctor density in landscape areas. Free-draining wall backfill should be covered with filter frabric and capped with about 2 feet of the on-site, finer graded soils to reduce surface water infiltration.
3) The ground surface surrounding the exterior of the building should be sloped to drain away from the foundation in all directions. We recommend a minimum slope of 12 inches in the first 10 feet in unpaved areas and a minimum slope of 3 inches in the first 10 feet in pavement and walkway areas.
4) Roof downspouts and drains should discharge well beyond the limits of all backfill.
5) Landscaping which requires regular heavy irrigation should be located at least 10 feet from the building. Consideration should be given to the use of xeriscape to limit potential wetting of soils below the foundation caused by irrigation.

Limitations: This study has been conducted in accordance with generally accepted geotechnical engineering principles and practices in this area at this time. We make no warranty either express or implied. The conclusions and recommendations submitted in this report are based upon the data obtained from the exploratory pits excavated at the locations indicated on Figure 1 and to the depths shown on Figure 2, the proposed type of construction, and our experience in the area. Our services do not include determining the presence, prevention or possibility of mold

or other biological contaminants (MOBC) developing in the future. If the client is concerned about MOBC, then a professional in this special field of practice should be consulted. Our findings include interpolation and extrapolation of the subsurface conditions identified at the exploratory pits and variations in the subsurface conditions may not become evident until excavation is performed. If conditions encountered during construction appear different from those described in this report, we should be notified at once so re-evaluation of the recommendations may be made.

This report has been prepared for the exclusive use by our client for design purposes. We are not responsible for technical interpretations by others of our information. As the project evolves, we should provide continued consultation and field services during construction to review and monitor the implementation of our recommendations, and to verify that the recommendations have been appropriately interpreted. Significant design changes may require additional analysis or modifications to the recommendations presented herein. We recommend on-site observation of excavations and foundation bearing strata and testing of structural fill by a representative of the geotechnical engineer.

If you have any questions or if we may be of further assistance, please let us know.

Respectfully Submitted,

Kumar & Associates, Inc.

COLORADO REGISTERED JAMES H. PARSONS 58663 4/11/25 PROFESSIONAL ENGINEER

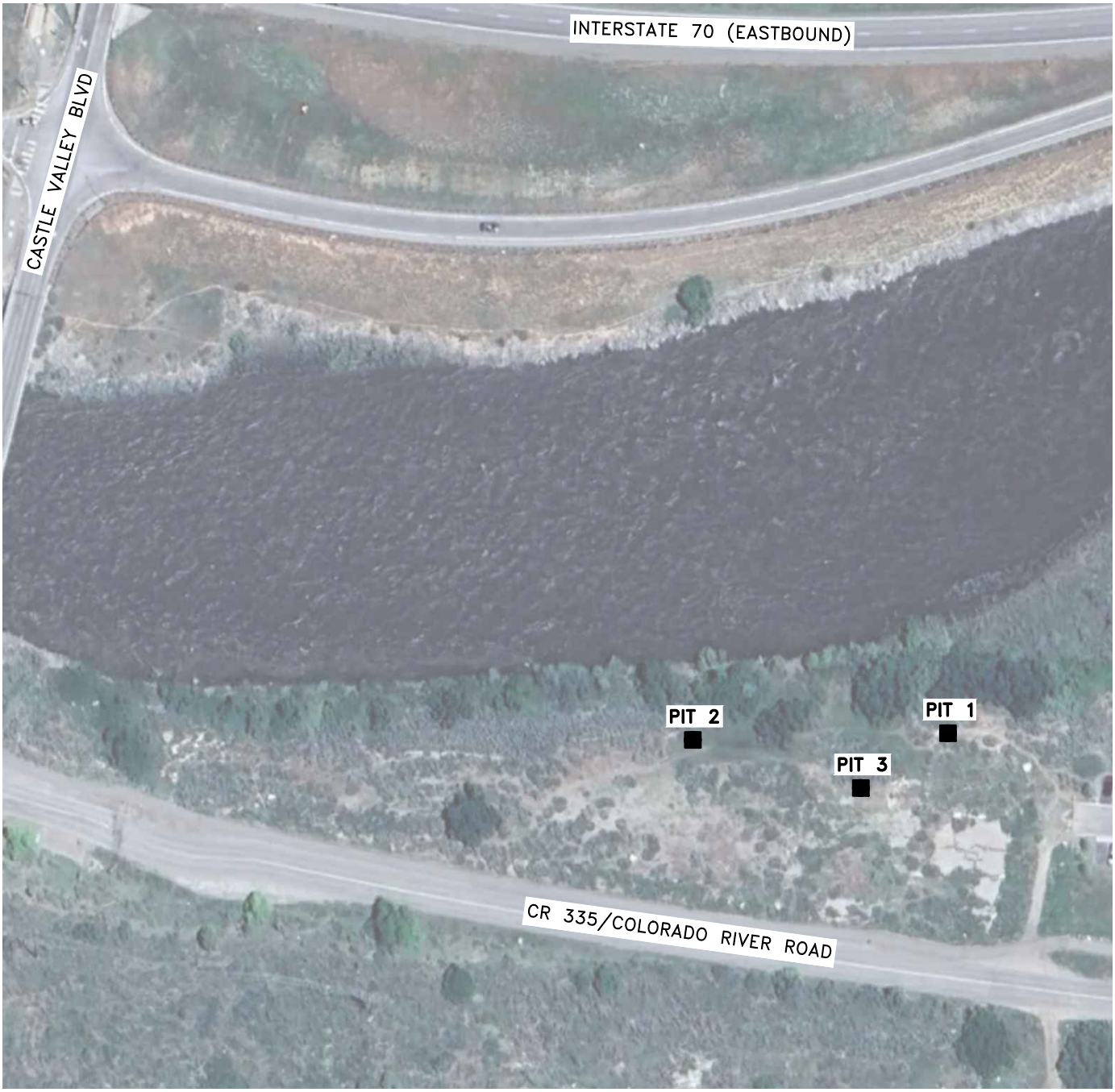
James H. Parsons, P.E.

Reviewed by:

Steven L. Pawlak, P.E.

JHP/kac

attachments
Figure 1 – Location of Exploratory Pits
Figure 2 – Logs of Exploratory Pits
Figure 3 – Legend and Notes
Figure 4 – Swell-Consolidation Test Results
Figure 5 – Gradation Test Results
Table 1 – Summary of Laboratory Test Results

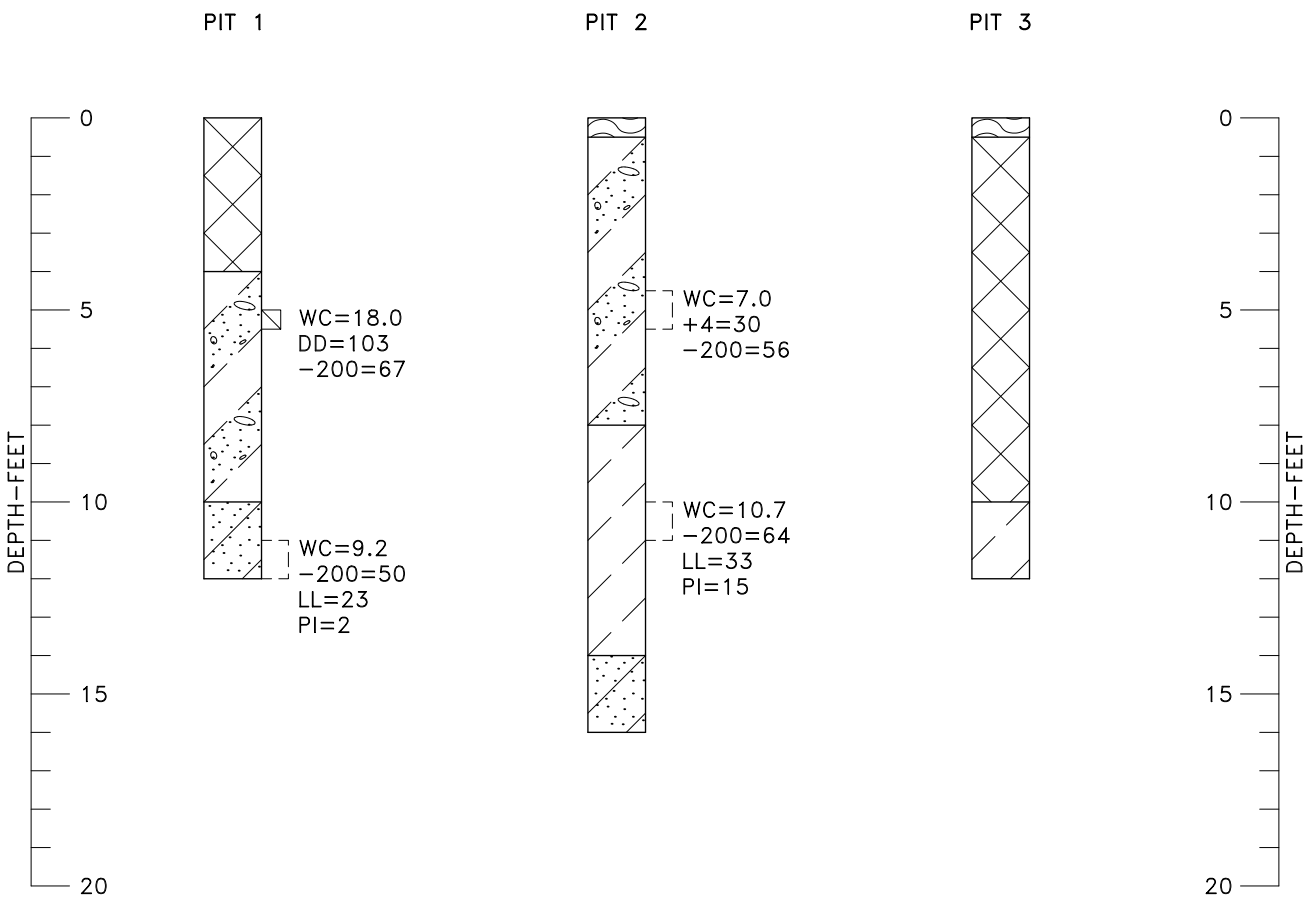


60 0 60 120

APPROXIMATE SCALE–FEET

25–7–208	Kumar & Associates	LOCATION OF EXPLORATORY PITS	Fig. 1

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25−7−208	Kumar & Associates	LOGS OF EXPLORATORY PITS	Fig. 2

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LEGEND


TOPSOIL; CLAY, SANDY, GRAVELLY, ORGANICS, FIRM, MOIST, DARK BROWN.


FILL: SANDY SILT AND CLAY, SCATTERED COBBLES, DEBRIS, SMALL BOULDERS, SLIGHTLY MOIST.


GRAVEL AND CLAY (GC–CL); SANDY, TRACE CALCAREOUS, ANGULAR ROCK, MEDIUM DENSE, SLIGHTLY MOIST, BROWN.


SAND (SM); SILTY, MEDIUM DENSE, SLIGHTLY MOIST, BROWN.


HAND DRIVE SAMPLE.

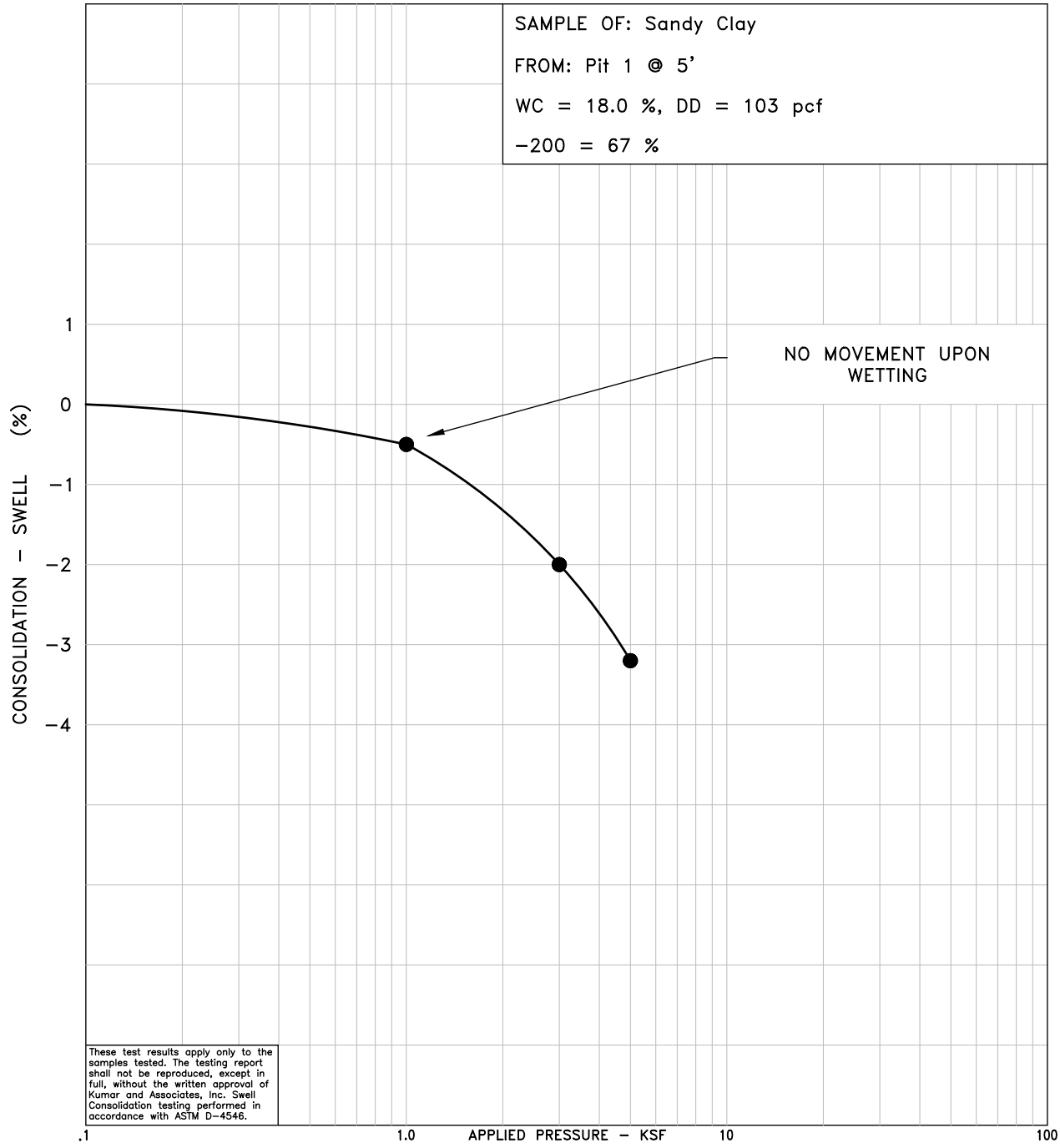

DISTURBED BULK SAMPLE.

NOTES

1. THE EXPLORATORY PITS WERE EXCAVATED WITH A BACKHOE ON MARCH 13, 2025.
2. THE EXPLORATORY PITS WERE LOCATED BY THE CLIENT.
3. THE ELEVATIONS OF THE EXPLORATORY PITS WERE NOT MEASURED AND THE LOGS OF THE EXPLORATORY PITS ARE PLOTTED TO DEPTH.
4. THE EXPLORATORY PIT LOCATIONS SHOULD BE CONSIDERED ACCURATE ONLY TO THE DEGREE IMPLIED BY THE METHOD USED.
5. THE LINES BETWEEN MATERIALS SHOWN ON THE EXPLORATORY PIT LOGS REPRESENT THE APPROXIMATE BOUNDARIES BETWEEN MATERIAL TYPES AND THE TRANSITIONS MAY BE GRADUAL.
6. GROUNDWATER WAS NOT ENCOUNTERED IN THE PITS AT THE TIME OF EXCAVATION. PITS WERE BACKFILLED SUBSEQUENT TO SAMPLING.
7. LABORATORY TEST RESULTS:
   WC = WATER CONTENT (%) (ASTM D 2216);
   DD = DRY DENSITY (pcf) (ASTM D 2216);
   +4 = PERCENTAGE RETAINED ON NO. 4 SIEVE (ASTM D 422);
   −200= PERCENTAGE PASSING NO. 200 SIEVE (ASTM D 1140);
   LL = LIQUID LIMIT (ASTM D 4318);
   PI = PLASTICITY INDEX (ASTM D 4318).

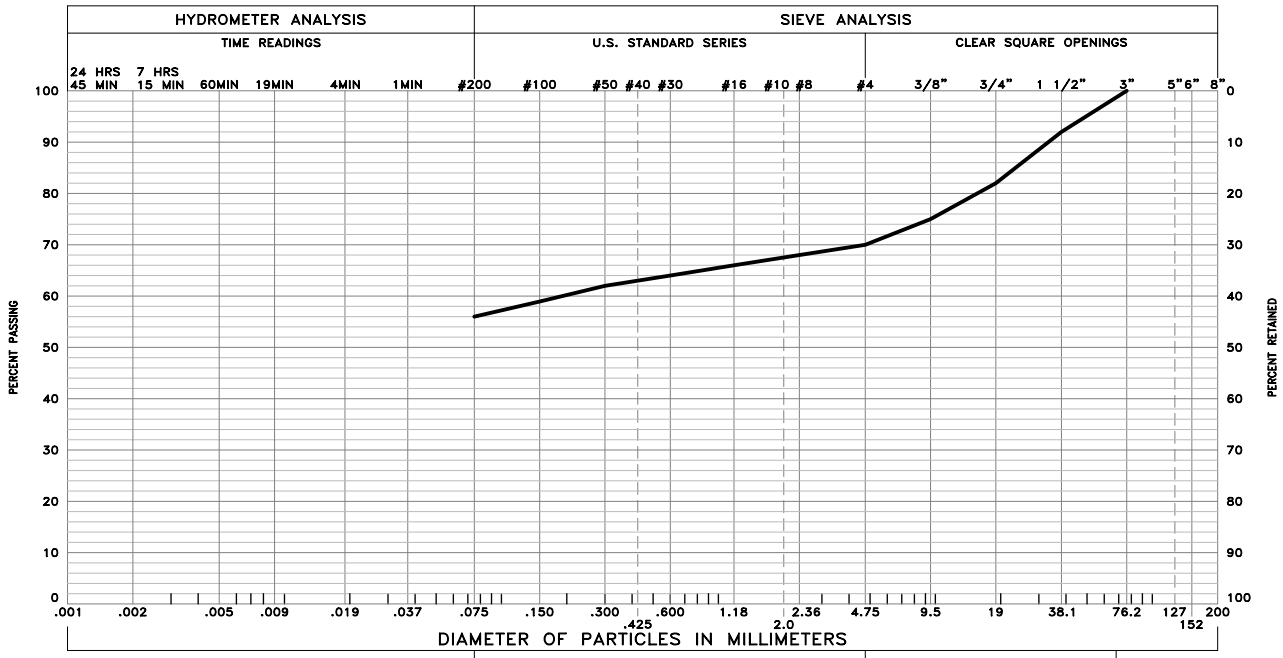
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25-7-208	Kumar & Associates	LEGEND AND NOTES	Fig. 3



25-7-208	Kumar & Associates	SWELL-CONSOLIDATION TEST RESULTS	Fig. 4

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GRAVEL 30 % SAND 14 % SILT AND CLAY 56 %

LIQUID LIMIT – PLASTICITY INDEX –

SAMPLE OF: Sandy Gravelly Clay FROM: Pit 2 @ 4.5'

These test results apply only to the samples which were tested. The testing report shall not be reproduced, except in full, without the written approval of Kumar & Associates, Inc. Sieve analysis testing is performed in accordance with ASTM D6913, ASTM D7928, ASTM C136 and/or ASTM D1140.

25-7-208	Kumar & Associates	GRADATION TEST RESULTS	Fig. 5

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TABLE 1
SUMMARY OF LABORATORY TEST RESULTS

Project No. 25-7-208

SAMPLE LOCATION		NATURAL MOISTURE CONTENT	NATURAL DRY DENSITY	GRADATION		PERCENT PASSING NO. 200 SIEVE	ATTERBERG LIMITS		UNCONFINED COMPRESSIVE STRENGTH	SOIL TYPE
PIT	DEPTH (ft)	(%)	(pcf)	GRAVEL (%)	SAND (%)		LIQUID LIMIT (%)	PLASTIC INDEX (%)	(psf)	
1	5	18.0	103			67				Sandy Clay
	11 to 12	9.2				50	23	2		Sandy Silt and Gravel
2	4½	7.0		30	14	56				Sandy Gravelly Clay
	10	10.7				64	33	15		Sandy Clay

EXHIBIT D

Traffic Impact Study (Kellar Engineering)

Lot 1 Highway PUD

7051 County Road 335, New Castle, CO

Traffic Impact Study

KE Job #2024-031

Prepared for:

Aspen Built
1101 Village Rd. # LL-1B
Carbondale, CO 81623

Prepared by:

KELLAR ENGINEERING

skellar@kellarengineering.com
www.kellarengineering.com
970.219.1602 phone



July 1, 2025

Sean K. Kellar, PE, PTOE

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1.0 Introduction

The purpose of this Traffic Impact Study (TIS) is to identify project traffic generation characteristics, to identify potential traffic related impacts on the adjacent street system, and to develop mitigation measures required for identified traffic impacts. This TIS is for the Lot 1 Highway PUD project located at 7051 County Road (CR) 335, New Castle, Colorado. See Figure 1: Vicinity Map.

Kellar Engineering LLC (KE) has prepared the TIS to document the results of the project's anticipated traffic conditions in accordance with the Town of New Castle's requirements and to identify projected impacts to the local and regional traffic system.

2.0 Existing Conditions and Roadway Network

The project site is located at 7051 CR 335 in New Castle, CO. CR 335 is an existing east/west roadway with a posted speed of 35 mph. An eight-foot wide paved pedestrian/bike path exists along the north side of CR 335 adjacent to the project site. The CR 335/Castle Valley Blvd. intersection has all-way stop-control which is appropriate for the intersection's traffic volumes. Table 7-107 in Garfield County LUDC Standards for a Major Collector roadway apply for volumes greater than 2501 vpd. Per the standards, Major Collectors are required to have 6' paved shoulders. See Appendix D. The existing eight-foot wide paved pedestrian/bike path along the north side of CR 335 provides a safe bike/ped route which functions appropriately. This meets the same bike/ped facility intent as paved shoulders and provides adequate bicycle and safety facilities along the north side of CR 335.

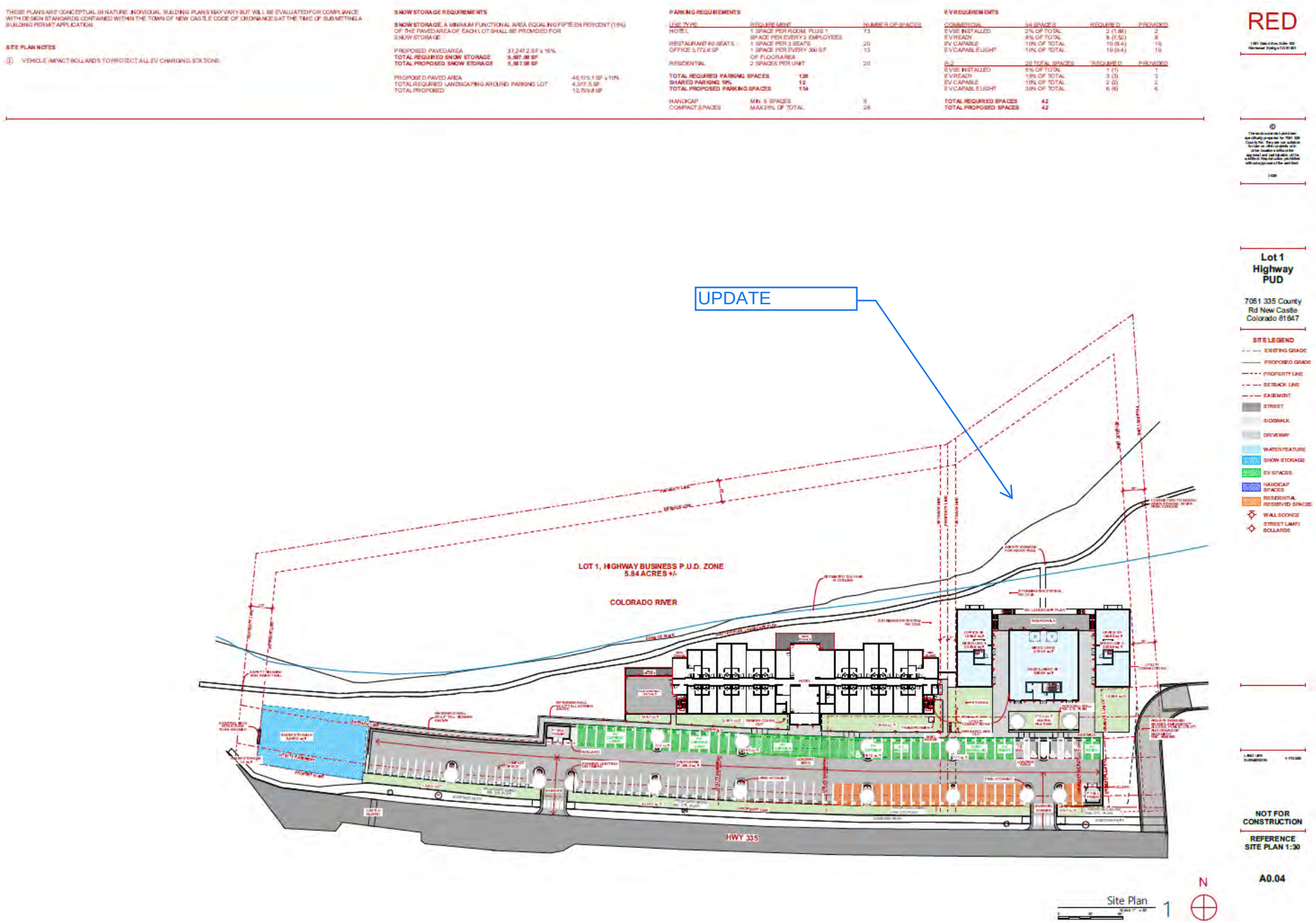
2.1 Recent Traffic Volumes

Recent peak hour traffic volume counts were conducted by All Traffic Data Services using data collection video cameras. The traffic counts were conducted in 15-minute intervals on Thursday, 3/21/2024 from 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM. The traffic counts are shown in Figure 3 with the count sheets provided in Appendix A.

Figure 1: Vicinity Map



Figure 2: Site Plan (For reference only. Provided by Architect. See Architectural Drawings for more information)



4.0 Proposed Development

AND RETAIL

The proposed project consists of a mix of hotel, office, restaurant, and residential. See Table 1: Trip Generation and Figure 2: Site Plan.

4.1 Trip Generation

Site generated traffic estimates are determined through a process known as trip generation. Rates and equations are applied to the proposed land use to estimate traffic generated by the development during a specific time interval. The acknowledged source for trip generation rates is the *Trip Generation Manual* published by the Institute of Transportation Engineers (ITE). ITE has established trip generation rates in nationwide studies of similar land uses. For this study, KE used the *ITE 11th Edition Trip Generation Manual* average trip rates. The proposed project is anticipated to generate approximately 1,060 daily weekday trips, 77 AM total peak hour trips, and 84 PM total peak hour trips. See Table 1: Trip Generation.

4.2 Trip Distribution

Distribution of site traffic on the street system was based on the area street system characteristics, existing traffic patterns and volumes, anticipated surrounding development areas, and the proposed access system for the project. The directional distribution of traffic is a means to quantify the percentage of site generated traffic that approaches the site from a given direction and departs the site back to the original source. Figure 6 illustrates the trip distribution used for the project's analysis.

4.3 Traffic Assignment

Traffic assignment was obtained by applying the trip distributions to the estimated trip generation of the development. Figure 7 shows the site generated peak hour traffic assignment.

4.4 Short Range Total Peak Hour Traffic

Site generated peak hour traffic volumes were added to the background traffic volumes to represent the estimated traffic conditions for the short range 2026 horizon. These background (2026) and short range (2026) total traffic volumes are shown in Figure 4 and Figure 8 respectively. The short range analysis year 2026 includes the proposed development for the project plus a 2% increase in background traffic per the growth rates from CDOT OTIS (Online Transportation Information Systems).

4.5 Long Range Total Peak Hour Traffic

Site generated peak hour traffic volumes were added to the background traffic volumes to represent the estimated traffic conditions for the long range 2046 horizon. These background (2046) and long range (2046) total traffic volumes are shown in Figure 5 and Figure 9 respectively. The long range analysis year 2046 includes the proposed development for the project plus a 2% increase in background traffic per the growth rates from CDOT OTIS (Online Transportation Information Systems).

5.0 Traffic Operation Analysis

KE's analysis of traffic operations in the site vicinity was conducted to determine the capacity at the identified intersection. The acknowledged source for determining overall capacity is the Highway Capacity Manual.

5.1 Analysis Methodology

Capacity analysis results are listed in terms of level of service (LOS). LOS is a qualitative term describing operating conditions a driver will experience while traveling on a particular street or highway during a specific time interval. LOS ranges from an A (very little delay) to an F (long delays). A description of the level of service (LOS) for signalized and unsignalized intersections from the Highway Capacity Manual are provided in Appendix B.

5.2 Intersection Operational Analysis

Operational analysis was performed for the short range 2026 total horizon. The calculations for this analysis are provided in Appendix E. Using the short range total traffic volumes shown in Figure 8**,** the project's intersections are projected to meet level of service (LOS) criteria with full project build-out. Additionally, as shown in the Synchro outputs in the Appendix, the 95th percentile queues are small and the intersection levels of service (LOS) operate acceptably. Additionally, per AASHTO Exhibit 3-1, a design speed of 40 mph (posted speed of 35 mph) has a design stopping sight distance of 305 feet. Based upon review of available data (survey, aerial photography, and street view photos), it appears that the study intersections have the ability to meet this criterion.

Table 1: Trip Generation (ITE Trip Generation, 11th Edition)

ITE Code	Land Use		Average Daily Trips		AM Peak Hour Trips						PM Peak Hour Trips					
		Size	Rate	Total	Rate	% In	In	% Out	Out	Total	Rate	% In	In	% Out	Out	Total
310	Hotel	71 Rooms	7.99	567	0.46	56%	18	44%	15	33	0.59	51%	21	49%	21	42
710	Office	3.78 KSF	10.84	41	1.52	88%	5	12%	1	6	1.44	17%	1	83%	4	5
932	Restaurant	3.59 KSF	107.20	385	9.57	55%	19	45%	15	34	9.05	61%	20	39%	12	32
220	Residential	10 Units	6.74	67	0.40	24%	1	76%	3	4	0.51	63%	3	37%	2	5
Total				**1060**			**43**		**34**	**77**			**45**		**39**	**84**

KSF = Thousand Square Feet

AND RETAIL

Figure 3: Recent Peak Hour Traffic

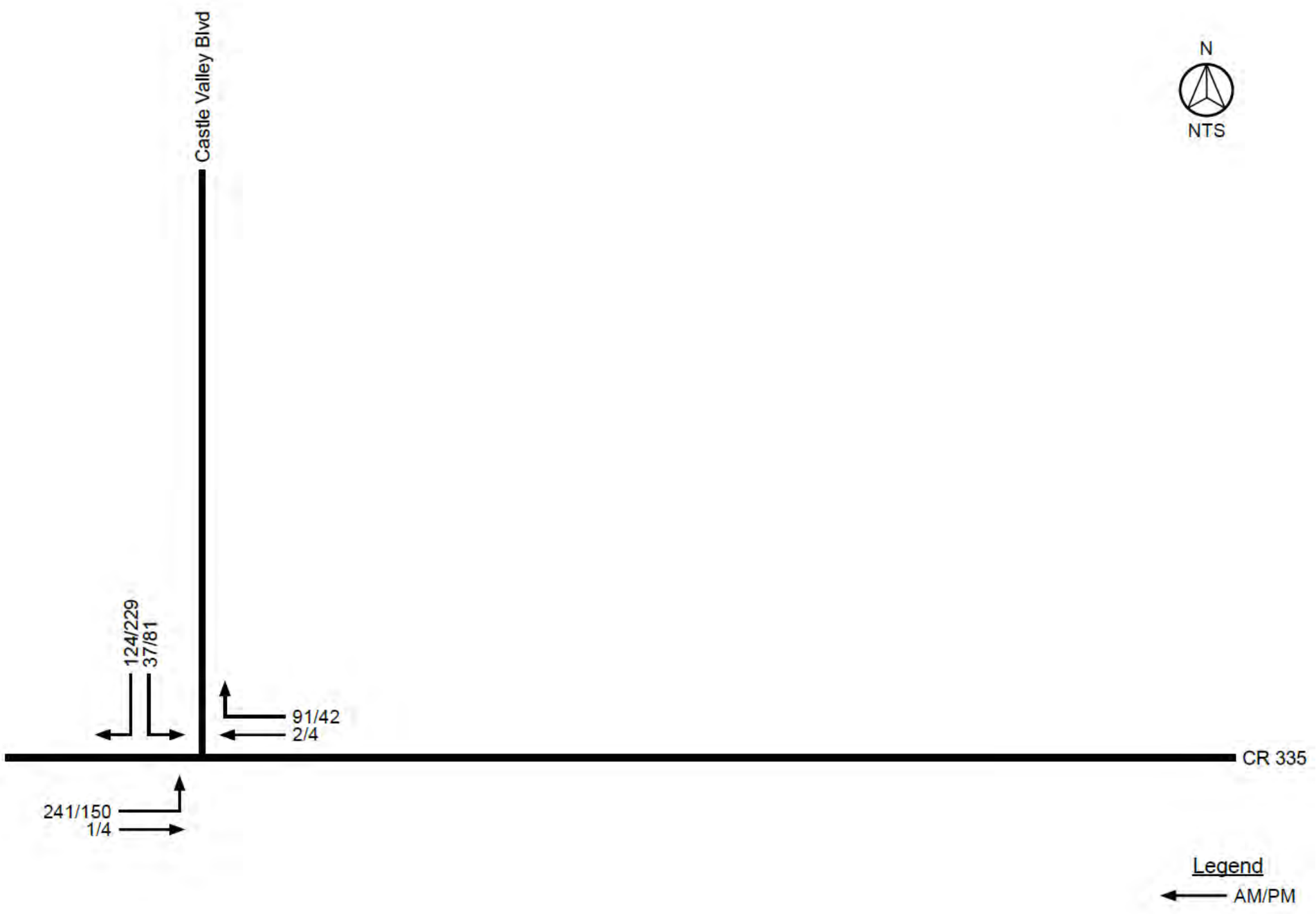


Figure 4: 2026 Background Traffic

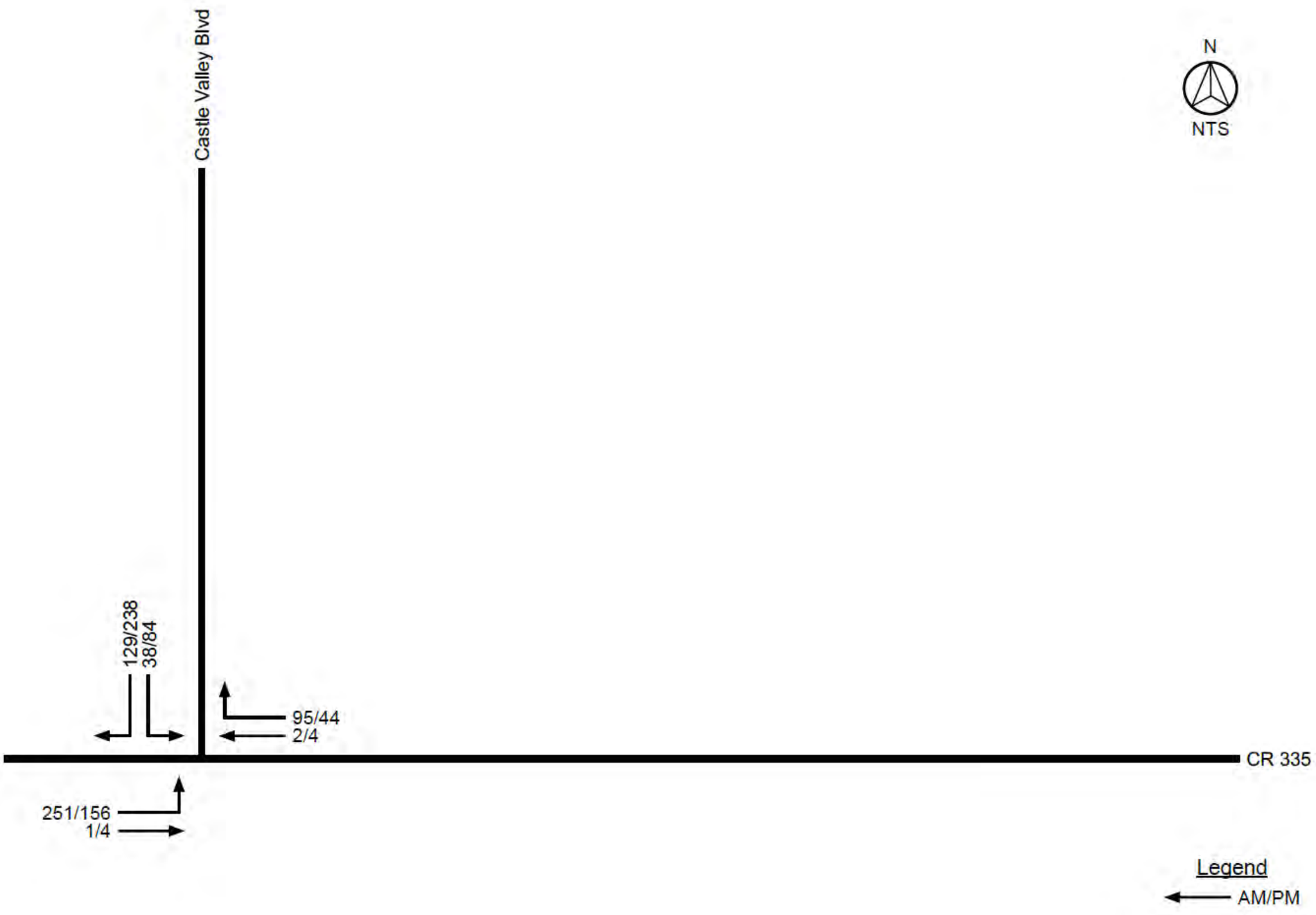


Figure 5: 2046 Background Traffic

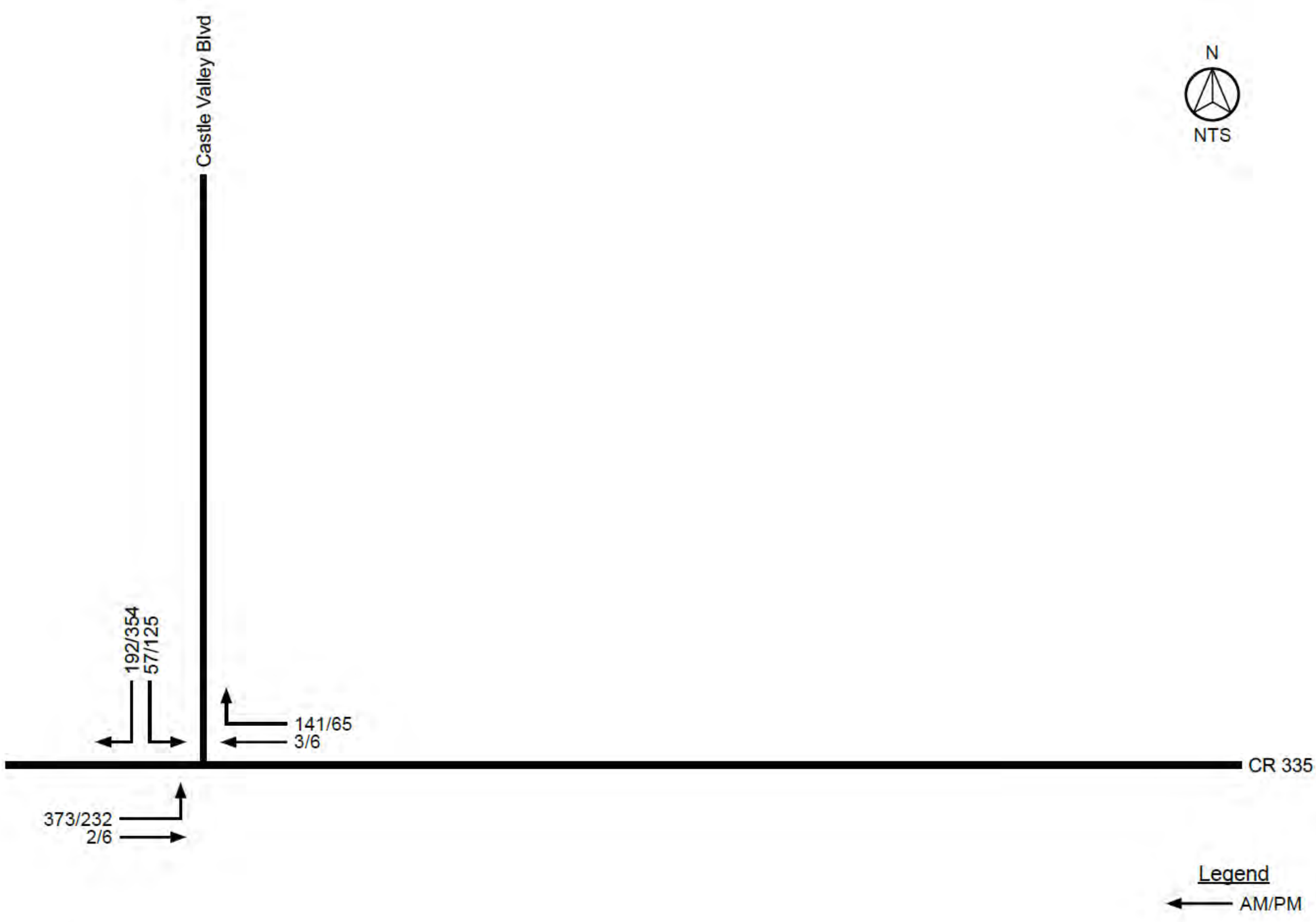


Figure 6: Trip Distribution

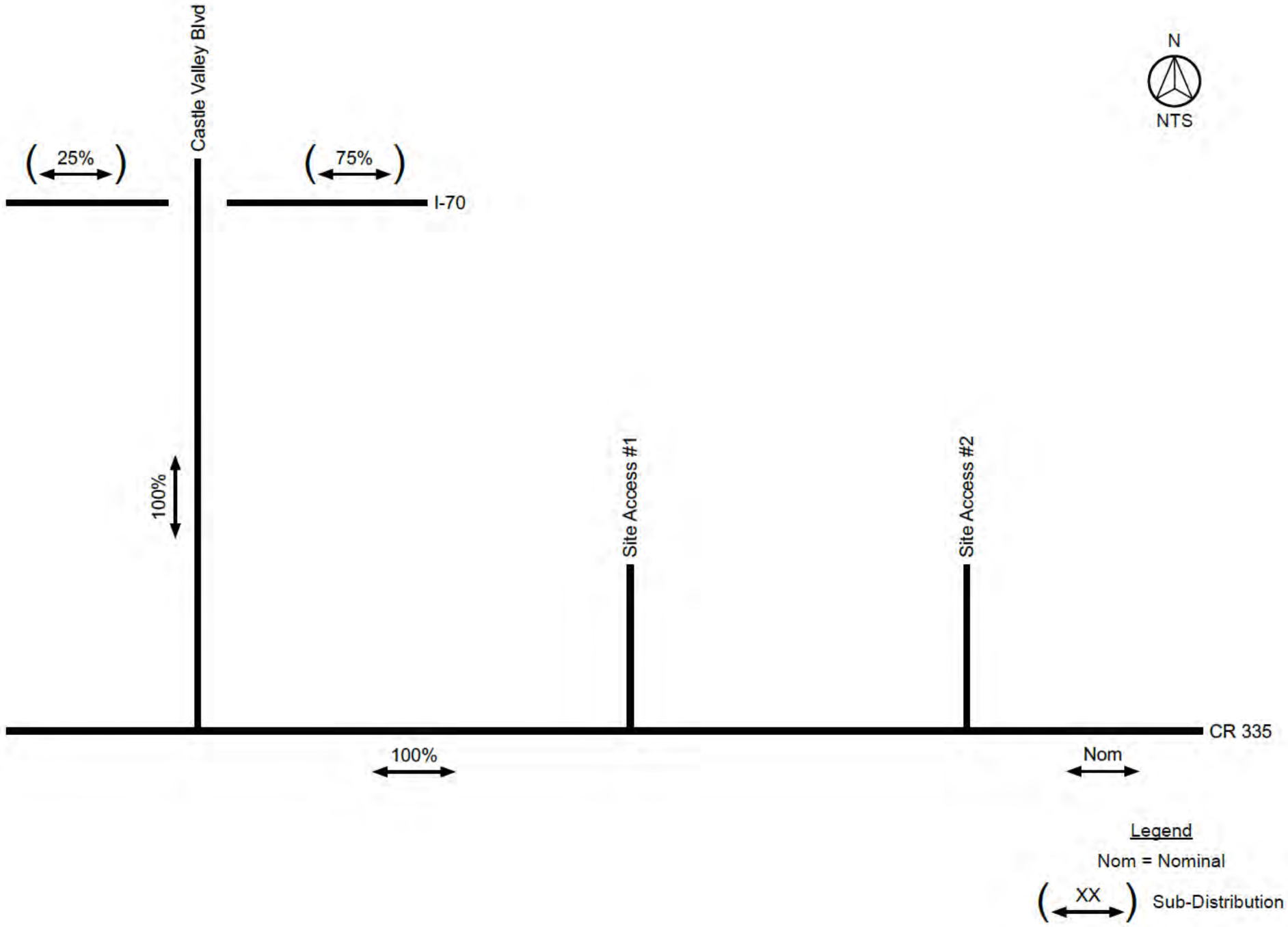


Figure 7: Site Generated Traffic

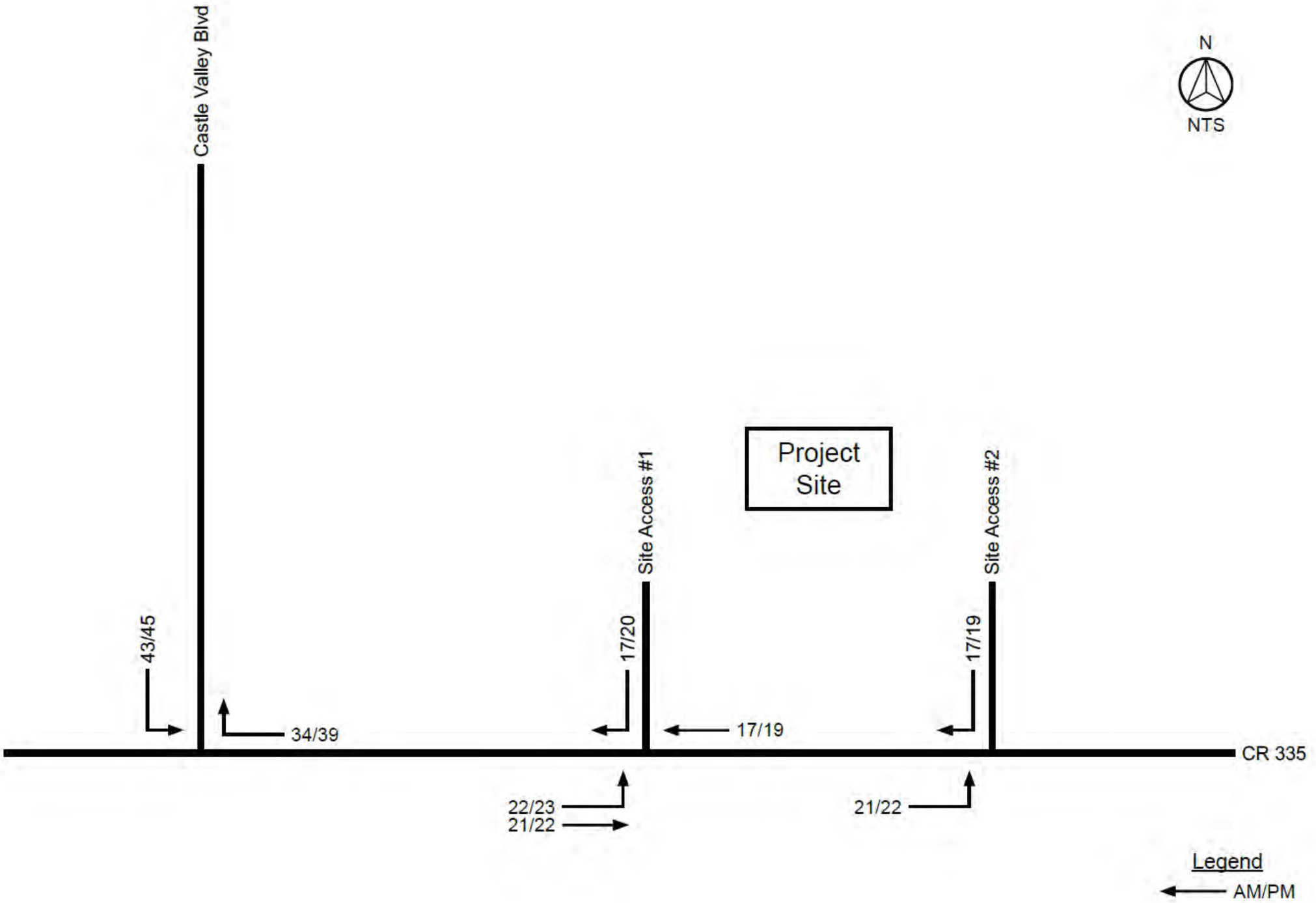


Figure 8: 2026 Short Range Total Traffic

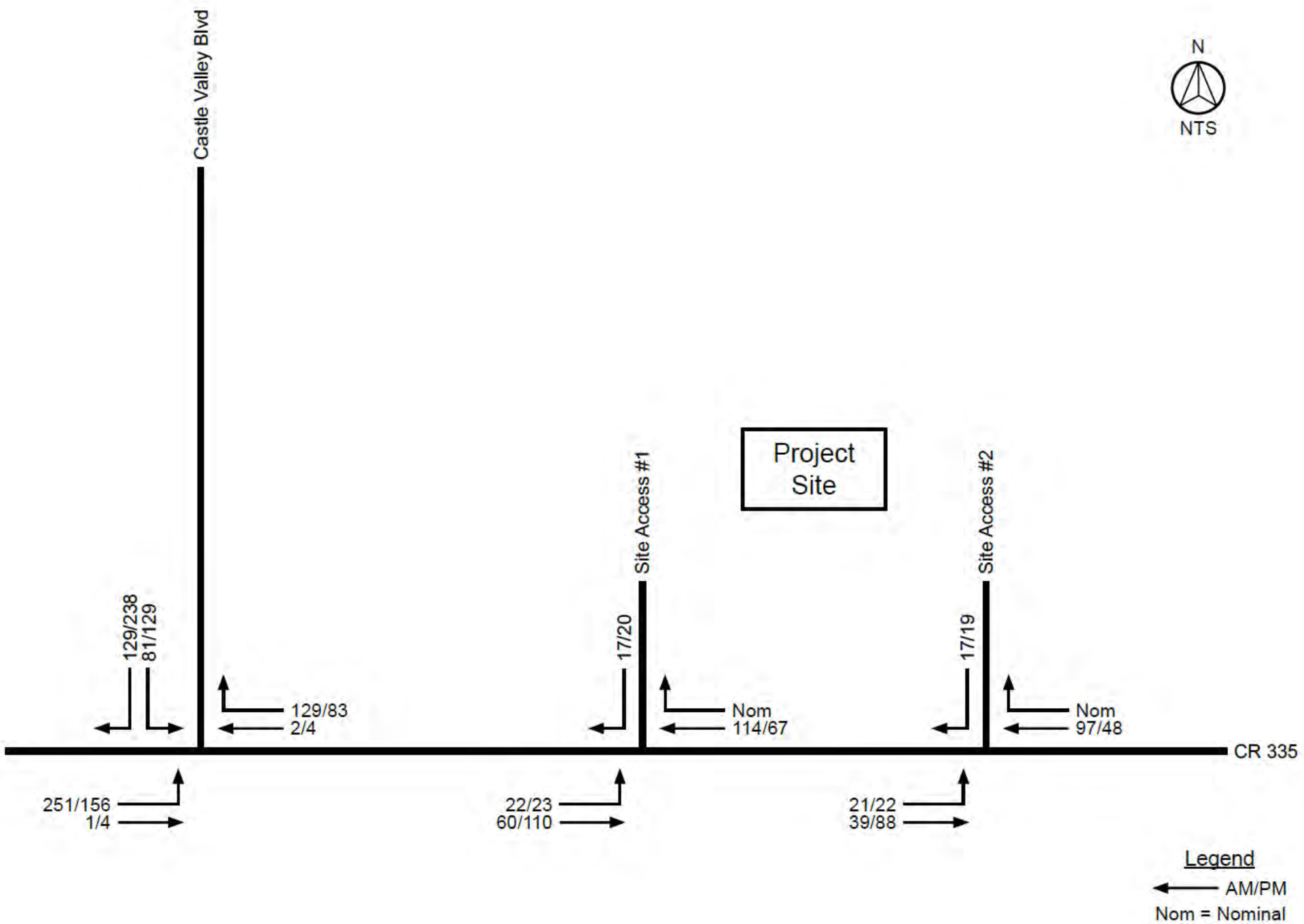


Figure 9: 2046 Long Range Total Traffic

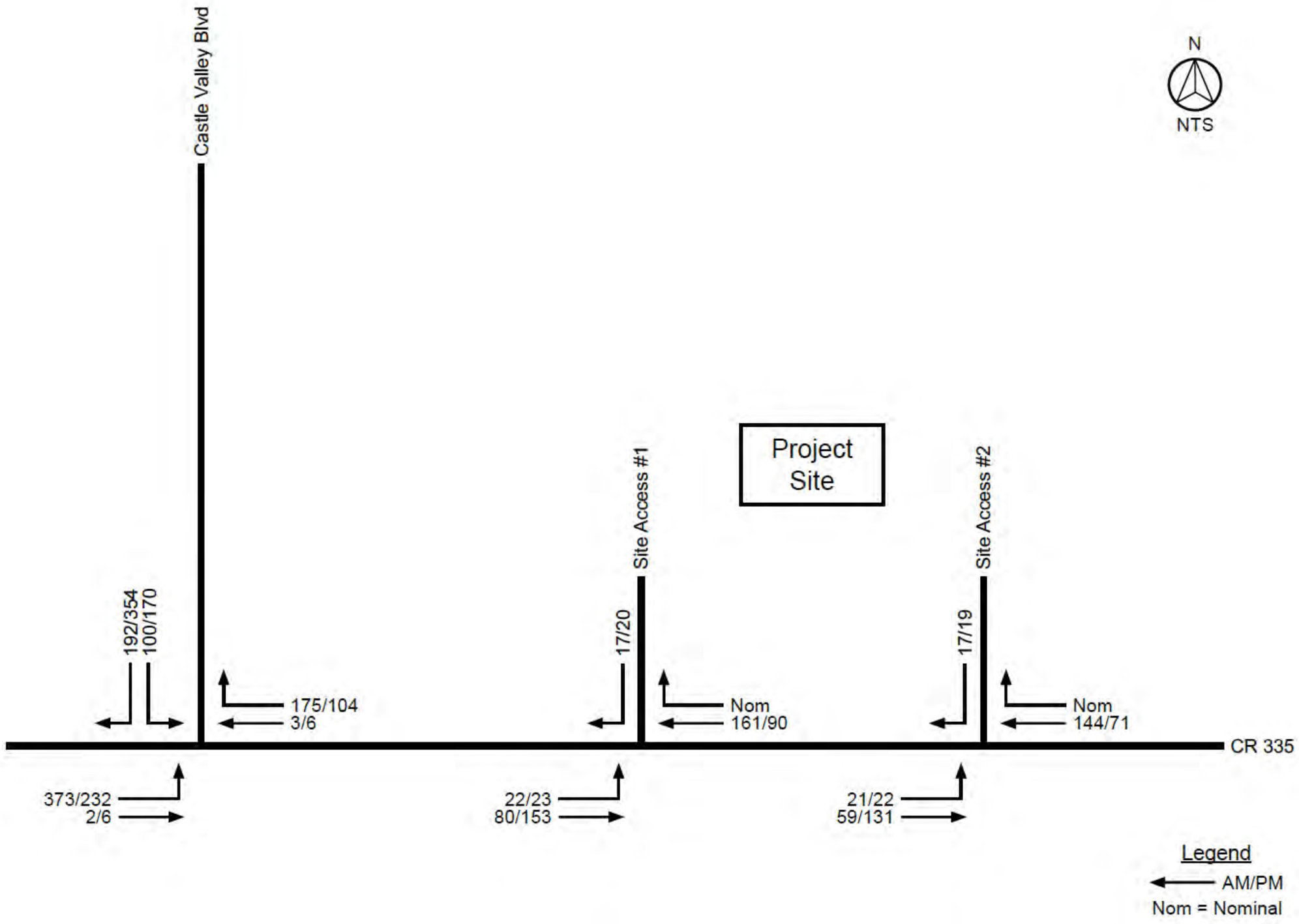


Table 3: Recent Peak Hour Operations

Intersection	Movement	Level of Service (LOS)	
		AM	PM
		LOS	LOS
CR 335/Castle Valley Blvd			
	EB Left/Through	A	A
	EB Approach	A	A
	WB Through/Right	A	A
	WB Approach	A	A
	SB Left/Right	A	A
	SB Approach	A	A
	Overall	A	A

Table 4: 2026 Background Peak Hour Operations

Intersection	Movement	Level of Service (LOS)	
		AM	PM
		LOS	LOS
CR 335/Castle Valley Blvd			
	EB Left/Through	B	A
	EB Approach	B	A
	WB Through/Right	A	A
	WB Approach	A	A
	SB Left/Right	A	A
	SB Approach	A	A
	Overall	A	A

Table 5: 2046 Background Peak Hour Operations

Intersection	Movement	Level of Service (LOS)	
		AM	PM
		LOS	LOS
CR 335/Castle Valley Blvd			
	EB Left/Through	B	B
	EB Approach	B	B
	WB Through/Right	A	A
	WB Approach	A	A
	SB Left/Right	B	C
	SB Approach	B	C
	Overall	B	B

Table 6: 2026 Short Range Total Peak Hour Operations

Intersection	Movement	Level of Service (LOS)	
		AM	PM
		LOS	LOS
CR 335/Castle Valley Blvd			
	EB Left/Through	B	A
	EB Approach	B	A
	WB Through/Right	A	A
	WB Approach	A	A
	SB Left/Right	A	B
	SB Approach	A	B
	Overall	A	B

Intersection	Movement	Level of Service (LOS)	
		AM	PM
		LOS	LOS
CR 335/Site Access #1			
	EB Left/Through	A	A
	EB Approach	A	A
	WB Through/Right	A	A
	WB Approach	A	A
	SB Left/Right	A	A
	SB Approach	A	A
	Overall	A	A

Intersection	Movement	Level of Service (LOS)	
		AM	PM
		LOS	LOS
CR 335/Site Access #2			
	EB Left/Through	A	A
	EB Approach	A	A
	WB Through/Right	A	A
	WB Approach	A	A
	SB Left/Right	A	A
	SB Approach	A	A
	Overall	A	A

Table 7: 2046 Long Range Total Peak Hour Operations

Intersection	Movement	Level of Service (LOS)	
		AM	PM
		LOS	LOS
CR 335/Castle Valley Blvd			
	EB Left/Through	C	B
	EB Approach	C	B
	WB Through/Right	A	A
	WB Approach	A	A
	SB Left/Right	B	C
	SB Approach	B	C
	Overall	B	C

Intersection	Movement	Level of Service (LOS)	
		AM	PM
		LOS	LOS
CR 335/Site Access #1			
	EB Left/Through	A	A
	EB Approach	A	A
	WB Through/Right	A	A
	WB Approach	A	A
	SB Left/Right	A	A
	SB Approach	A	A
	Overall	A	A

Intersection	Movement	Level of Service (LOS)	
		AM	PM
		LOS	LOS
CR 335/Site Access #2			
	EB Left/Through	A	A
	EB Approach	A	A
	WB Through/Right	A	A
	WB Approach	A	A
	SB Left/Right	A	A
	SB Approach	A	A
	Overall	A	A

6.0 Findings

Based upon the analysis presented in this TIS, the proposed project will be able to successfully meet the Town of New Castle's requirements. The study intersections are projected to operate acceptably upon full development of the proposed project.

The findings of the TIS are summarized below:

- The proposed project is anticipated to generate a maximum of approximately 1,060 daily weekday trips, 77 AM total peak hour trips, and 84 PM total peak hour trips. See Table 1: Trip Generation.
- The study intersections are projected to operate acceptably and comply with the County's intersection level of service (LOS) requirements with full development of the proposed project and background traffic. See Table 6.
- The existing street improvements are sufficient to handle the proposed project's traffic.

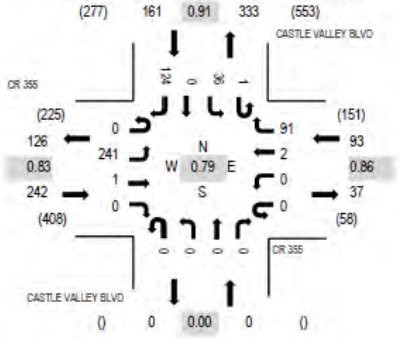
APPENDICES:

Appendix A: Traffic Counts

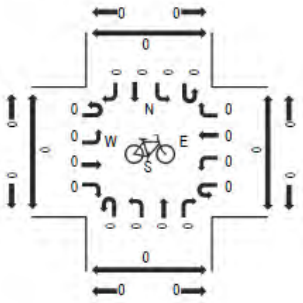
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 CASTLE VALLEY BLVD & CR 355 AM
Date: Thursday, March 21, 2024
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

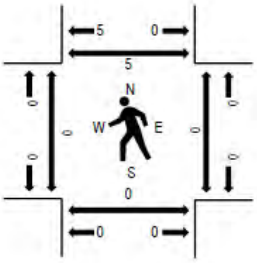
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

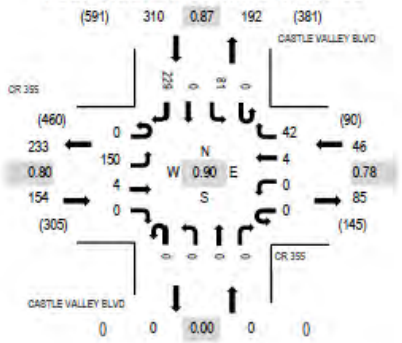
Traffic Counts - Motorized Vehicles

Interval Start Time	CR 355 Eastbound				CR 355 Westbound				CASTLE VALLEY BLVD Northbound				CASTLE VALLEY BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	52	1	0	0	0	0	9	0	0	0	0	0	3	0	15	80	481	0	0	0	0
7:15 AM	0	57	1	0	0	0	0	21	0	0	0	0	1	7	0	21	108	496	0	0	0	0
7:30 AM	0	77	0	0	0	0	0	22	0	0	0	0	0	11	0	27	137	492	0	0	0	2
7:45 AM	0	81	0	0	0	0	0	27	0	0	0	0	0	7	0	41	156	447	0	0	0	1
8:00 AM	0	26	0	0	0	0	2	21	0	0	0	0	0	11	0	35	95	355	0	0	0	2
8:15 AM	0	43	0	0	0	0	1	18	0	0	0	0	0	4	0	38	104		0	0	0	0
8:30 AM	0	35	3	0	0	0	0	18	0	0	0	0	2	6	0	28	92		0	0	0	0
8:45 AM	0	32	0	0	0	0	1	11	0	0	0	0	0	4	0	16	64		0	0	0	2
Count Total	0	403	5	0	0	0	4	147	0	0	0	0	3	53	0	221	836		0	0	0	7
Peak Hour	0	241	1	0	0	0	2	91	0	0	0	0	1	36	0	124	496		0	0	0	5

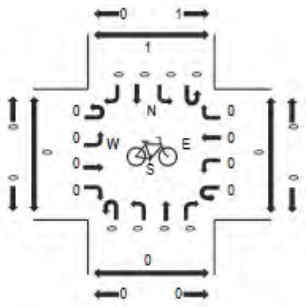
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 CASTLE VALLEY BLVD & CR 355 PM
Date: Thursday, March 21, 2024
Peak Hour: 05:00 PM - 06:00 PM
Peak 15-Minutes: 05:30 PM - 05:45 PM

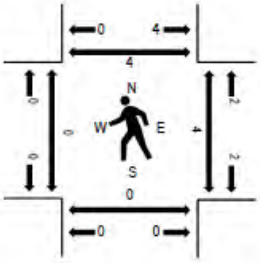
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	CR 355 Eastbound				CR 355 Westbound				CASTLE VALLEY BLVD Northbound				CASTLE VALLEY BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	51	2	0	0	0	1	6	0	0	0	0	0	14	0	52	126	476	0	0	0	0
4:15 PM	0	36	0	0	0	0	2	8	0	0	0	0	0	12	0	63	121	479	0	0	0	1
4:30 PM	0	41	1	0	0	0	0	16	0	0	0	0	0	14	0	56	128	484	0	0	0	0
4:45 PM	0	20	0	0	0	0	0	11	0	0	0	0	0	17	0	53	101	497	0	0	0	2
5:00 PM	0	27	0	0	0	0	1	10	0	0	0	0	0	25	0	66	129	510	0	0	0	0
5:15 PM	0	35	3	0	0	0	1	11	0	0	0	0	0	15	0	61	126		0	4	0	1
5:30 PM	0	48	0	0	0	0	0	13	0	0	0	0	0	25	0	55	141		0	0	0	1
5:45 PM	0	40	1	0	0	0	2	8	0	0	0	0	0	16	0	47	114		0	0	0	2
Count Total	0	298	7	0	0	0	7	83	0	0	0	0	0	138	0	453	986		0	4	0	7
Peak Hour	0	150	4	0	0	0	4	42	0	0	0	0	0	81	0	229	510		0	4	0	4

Appendix B: Level of Service (LOS) Table

Level of Service Definitions

Level of Service (LOS)	Signalized Intersection Average Total Delay (sec/veh)	Unsignalized Intersection Average Total Delay (sec/veh)
A	≤ 10	≤ 10
B	> 10 and ≤ 20	> 10 and ≤ 15
C	> 20 and ≤ 35	> 15 and ≤ 25
D	> 35 and ≤ 55	> 25 and ≤ 35
E	> 55 and ≤ 80	> 35 and ≤ 50
F	> 80	> 50

Appendix C: Aerial Image



Appendix D: Table 7-107: Roadway Standards

Table 7-107: Roadway Standards

Design Standards	Major Collector	Minor Collector	Secondary Access	Rural Access	Semi Primitive	Primitive/ Driveway	Public Land Access
Design Capacity (ADT)	2501+	401 - 2500	201 – 400	101-200	21 – 100	0 – 20	No Access to DU
Minimum ROW Width (Feet)	80	60	50	50	40	15 to 30[1]	30
Lane Width (Feet)	12	12	11	11	8	Single Lane 12	Single Lane 12
Shoulder Width (Feet)	8 6 Min. Paved	6 4 Min. Paved	6 4 Min. Paved	4 2 Min. Paved	2	0	0
Ditch Width (Feet)	10	10	6	6	4	3[2]	0
Cross Slope	2%	2%	2%	2% Chip/Seal 3% Gravel	2% Chip/Seal 3% Gravel	2%	n/a
Shoulder Slope	3%	3%	5%	5%	5%	n/a	n/a
Design Speed	35 mph	35 mph	n/a	n/a	n/a	n/a	n/a
Minimum Radius (Feet)	425	185	80	80	50	40	n/a
Maximum % Grade	8%	8%	10%	12%	12%	12%	12%
Surface	Asphalt or Chip/Seal	Chip/Seal	Chip/Seal or Gravel	Gravel	Gravel	Native Material	n/a

[1] As determined adequate in an engineering review. Primitive road shall be dedicated ROW, driveway can be dedicated as either an easement or ROW.
[2] If determined necessary for adequate drainage.
[3] Accessory Dwelling Units and Building Permits for Single Family Homes shall be exempt from these standards unless associated with a new subdivision application.

Appendix E: HCM Calculations (Synchro)

Intersection	
Intersection Delay, s/veh	9.7
Intersection LOS	A

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	251	1	2	129	81	129
Future Vol, veh/h	251	1	2	129	81	129
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	273	1	2	140	88	140
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay	10.7	8.1	9.5
HCM LOS	B	A	A

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	100%	0%	39%
Vol Thru, %	0%	2%	0%
Vol Right, %	0%	98%	61%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	252	131	210
LT Vol	251	0	81
Through Vol	1	2	0
RT Vol	0	129	129
Lane Flow Rate	274	142	228
Geometry Grp	1	1	1
Degree of Util (X)	0.367	0.167	0.292
Departure Headway (Hd)	4.826	4.217	4.601
Convergence, Y/N	Yes	Yes	Yes
Cap	742	846	778
Service Time	2.871	2.265	2.641
HCM Lane V/C Ratio	0.369	0.168	0.293
HCM Control Delay	10.7	8.1	9.5
HCM Lane LOS	B	A	A
HCM 95th-tile Q	1.7	0.6	1.2

Intersection	
Int Delay, s/veh	1.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	22	60	114	1	1	17
Future Vol, veh/h	22	60	114	1	1	17
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	24	65	124	1	1	18

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	125	0	-	0	238	125
Stage 1	-	-	-	-	125	-
Stage 2	-	-	-	-	113	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1462	-	-	-	750	926
Stage 1	-	-	-	-	901	-
Stage 2	-	-	-	-	912	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1462	-	-	-	737	926
Mov Cap-2 Maneuver	-	-	-	-	737	-
Stage 1	-	-	-	-	886	-
Stage 2	-	-	-	-	912	-

Approach	EB	WB	SB
HCM Control Delay, s	2	0	9
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1462	-	-	-	913
HCM Lane V/C Ratio	0.016	-	-	-	0.021
HCM Control Delay (s)	7.5	0	-	-	9
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.1

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	21	39	97	1	1	17
Future Vol, veh/h	21	39	97	1	1	17
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	23	42	105	1	1	18

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	106	0	-	0	194	106
Stage 1	-	-	-	-	106	-
Stage 2	-	-	-	-	88	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1485	-	-	-	795	948
Stage 1	-	-	-	-	918	-
Stage 2	-	-	-	-	935	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1485	-	-	-	782	948
Mov Cap-2 Maneuver	-	-	-	-	782	-
Stage 1	-	-	-	-	903	-
Stage 2	-	-	-	-	935	-

Approach	EB	WB	SB
HCM Control Delay, s	2.6	0	8.9
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1485	-	-	-	937
HCM Lane V/C Ratio	0.015	-	-	-	0.021
HCM Control Delay (s)	7.5	0	-	-	8.9
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.1

Intersection	
Intersection Delay, s/veh	10.4
Intersection LOS	B

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	156	4	4	83	129	238
Future Vol, veh/h	156	4	4	83	129	238
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	170	4	4	90	140	259
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay	9.9	8.2	11.1
HCM LOS	A	A	B

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	97%	0%	35%
Vol Thru, %	3%	5%	0%
Vol Right, %	0%	95%	65%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	160	87	367
LT Vol	156	0	129
Through Vol	4	4	0
RT Vol	0	83	238
Lane Flow Rate	174	95	399
Geometry Grp	1	1	1
Degree of Util (X)	0.248	0.118	0.474
Departure Headway (Hd)	5.135	4.488	4.275
Convergence, Y/N	Yes	Yes	Yes
Cap	696	793	842
Service Time	3.188	2.547	2.308
HCM Lane V/C Ratio	0.25	0.12	0.474
HCM Control Delay	9.9	8.2	11.1
HCM Lane LOS	A	A	B
HCM 95th-tile Q	1	0.4	2.6

Intersection	
Int Delay, s/veh	1.6

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	23	110	67	1	1	20
Future Vol, veh/h	23	110	67	1	1	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	25	120	73	1	1	22

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	74	0	-	0	244	74
Stage 1	-	-	-	-	74	-
Stage 2	-	-	-	-	170	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1526	-	-	-	744	988
Stage 1	-	-	-	-	949	-
Stage 2	-	-	-	-	860	-
Platoon blocked, %			-	-	-	
Mov Cap-1 Maneuver	1526	-	-	-	731	988
Mov Cap-2 Maneuver	-	-	-	-	731	-
Stage 1	-	-	-	-	932	-
Stage 2	-	-	-	-	860	-

Approach	EB	WB	SB
HCM Control Delay, s	1.3	0	8.8
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1526	-	-	-	972
HCM Lane V/C Ratio	0.016	-	-	-	0.023
HCM Control Delay (s)	7.4	0	-	-	8.8
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.1

Intersection	
Int Delay, s/veh	1.9

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	22	88	48	1	1	19
Future Vol, veh/h	22	88	48	1	1	19
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	24	96	52	1	1	21

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	53	0	-	0	197	53
Stage 1	-	-	-	-	53	-
Stage 2	-	-	-	-	144	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1553	-	-	-	792	1014
Stage 1	-	-	-	-	970	-
Stage 2	-	-	-	-	883	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1553	-	-	-	779	1014
Mov Cap-2 Maneuver	-	-	-	-	779	-
Stage 1	-	-	-	-	954	-
Stage 2	-	-	-	-	883	-

Approach	EB	WB	SB
HCM Control Delay, s	1.5	0	8.7
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1553	-	-	-	999
HCM Lane V/C Ratio	0.015	-	-	-	0.022
HCM Control Delay (s)	7.4	0	-	-	8.7
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.1

Intersection	
Intersection Delay, s/veh	13.3
Intersection LOS	B

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	373	2	3	175	100	192
Future Vol, veh/h	373	2	3	175	100	192
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	405	2	3	190	109	209
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay	15.8	9.5	12.4
HCM LOS	C	A	B

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	99%	0%	34%
Vol Thru, %	1%	2%	0%
Vol Right, %	0%	98%	66%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	375	178	292
LT Vol	373	0	100
Through Vol	2	3	0
RT Vol	0	175	192
Lane Flow Rate	408	193	317
Geometry Grp	1	1	1
Degree of Util (X)	0.597	0.258	0.456
Departure Headway (Hd)	5.269	4.809	5.169
Convergence, Y/N	Yes	Yes	Yes
Cap	685	745	701
Service Time	3.3	2.848	3.169
HCM Lane V/C Ratio	0.596	0.259	0.452
HCM Control Delay	15.8	9.5	12.4
HCM Lane LOS	C	A	B
HCM 95th-tile Q	4	1	2.4

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	22	80	161	1	1	17
Future Vol, veh/h	22	80	161	1	1	17
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	24	87	175	1	1	18

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	176	0	-	0	311	176
Stage 1	-	-	-	-	176	-
Stage 2	-	-	-	-	135	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1400	-	-	-	681	867
Stage 1	-	-	-	-	855	-
Stage 2	-	-	-	-	891	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1400	-	-	-	669	867
Mov Cap-2 Maneuver	-	-	-	-	669	-
Stage 1	-	-	-	-	840	-
Stage 2	-	-	-	-	891	-

Approach	EB	WB	SB
HCM Control Delay, s	1.6	0	9.3
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1400	-	-	-	853
HCM Lane V/C Ratio	0.017	-	-	-	0.023
HCM Control Delay (s)	7.6	0	-	-	9.3
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.1

Intersection	
Int Delay, s/veh	1.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	21	59	144	1	1	17
Future Vol, veh/h	21	59	144	1	1	17
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	23	64	157	1	1	18

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	158	0	-	0	268	158
Stage 1	-	-	-	-	158	-
Stage 2	-	-	-	-	110	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1422	-	-	-	721	887
Stage 1	-	-	-	-	871	-
Stage 2	-	-	-	-	915	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1422	-	-	-	709	887
Mov Cap-2 Maneuver	-	-	-	-	709	-
Stage 1	-	-	-	-	856	-
Stage 2	-	-	-	-	915	-

Approach	EB	WB	SB
HCM Control Delay, s	2	0	9.2
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1422	-	-	-	875
HCM Lane V/C Ratio	0.016	-	-	-	0.022
HCM Control Delay (s)	7.6	0	-	-	9.2
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.1

Intersection	
Intersection Delay, s/veh	16.6
Intersection LOS	C

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	232	6	6	104	170	354
Future Vol, veh/h	232	6	6	104	170	354
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	252	7	7	113	185	385
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay	12.8	9.4	19.9
HCM LOS	B	A	C

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	97%	0%	32%
Vol Thru, %	3%	5%	0%
Vol Right, %	0%	95%	68%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	238	110	524
LT Vol	232	0	170
Through Vol	6	6	0
RT Vol	0	104	354
Lane Flow Rate	259	120	570
Geometry Grp	1	1	1
Degree of Util (X)	0.414	0.174	0.742
Departure Headway (Hd)	5.758	5.25	4.69
Convergence, Y/N	Yes	Yes	Yes
Cap	626	682	775
Service Time	3.796	3.296	2.69
HCM Lane V/C Ratio	0.414	0.176	0.735
HCM Control Delay	12.8	9.4	19.9
HCM Lane LOS	B	A	C
HCM 95th-tile Q	2	0.6	6.8

Intersection	
Int Delay, s/veh	1.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	23	153	90	1	1	20
Future Vol, veh/h	23	153	90	1	1	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	25	166	98	1	1	22

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	99	0	-	0	315	99
Stage 1	-	-	-	-	99	-
Stage 2	-	-	-	-	216	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1494	-	-	-	678	957
Stage 1	-	-	-	-	925	-
Stage 2	-	-	-	-	820	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1494	-	-	-	666	957
Mov Cap-2 Maneuver	-	-	-	-	666	-
Stage 1	-	-	-	-	908	-
Stage 2	-	-	-	-	820	-

Approach	EB	WB	SB
HCM Control Delay, s	1	0	8.9
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1494	-	-	-	937
HCM Lane V/C Ratio	0.017	-	-	-	0.024
HCM Control Delay (s)	7.5	0	-	-	8.9
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.1

Intersection	
Int Delay, s/veh	1.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	22	131	71	1	1	19
Future Vol, veh/h	22	131	71	1	1	19
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	24	142	77	1	1	21

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	78	0	-	0	268	78
Stage 1	-	-	-	-	78	-
Stage 2	-	-	-	-	190	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1520	-	-	-	721	983
Stage 1	-	-	-	-	945	-
Stage 2	-	-	-	-	842	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1520	-	-	-	709	983
Mov Cap-2 Maneuver	-	-	-	-	709	-
Stage 1	-	-	-	-	929	-
Stage 2	-	-	-	-	842	-

Approach	EB	WB	SB
HCM Control Delay, s	1.1	0	8.8
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1520	-	-	-	964
HCM Lane V/C Ratio	0.016	-	-	-	0.023
HCM Control Delay (s)	7.4	0	-	-	8.8
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.1

KELLAR ENGINEERING



Sean Kellar, PE, PTOE

Principal Engineer

Education
B.S., Civil Engineering, Arizona State University – Tempe, AZ

Registration
Colorado, Professional Engineer (PE)
Wyoming, Professional Engineer (PE)
Idaho, Professional Engineer (PE)
Arizona, Professional Engineer (PE)
Kansas, Professional Engineer (PE)
Missouri, Professional Engineer (PE)
Professional Traffic Operations Engineer (PTOE)

Professional Memberships
Institute of Transportation Engineers (ITE)

Industry Tenure
Over 25 Years

Sean's wide range of expertise includes: transportation planning, traffic modeling roadway design, bike and pedestrian facilities, traffic impact studies, traffic signal warrant analysis, parking studies, corridor planning and access management. Sean's experience in both the private and public sectors; passion for safety and excellence; and strong communication and collaboration skills can bring great value to any project. Prior to starting Kellar Engineering, Sean was employed at the Missouri Department of Transportation (MoDOT) as the District Traffic Engineer for the Kansas City District. Sean also worked for the City of Loveland, CO for over 10 years as a Senior Civil Engineer supervising a division of transportation/traffic engineers. While at the City of Loveland, Sean managed several capital improvement projects, presented several projects to the City Council and Planning Commission in public hearings, and managed the revisions to the City's Street Standards. Sean is also proficient in Highway Capacity Software, Synchro, PT Vissim, Rodel, GIS, and AutoCAD.

WORK EXPERIENCE:

Kellar Engineering, Principal Engineer/President – January 2016 – Present

Missouri Department of Transportation, District Traffic Engineer, Kansas City District – June 2015 – January 2016

City of Loveland, Colorado, Senior Civil Engineer, Public Works Department – February 2005 – June 2015

Kirkham Michael Consulting Engineers, Project Manager - February 2004 – February 2005

Dibble and Associates Consulting Engineers, Project Engineer – August 1999 – February 2004

EXHIBIT E

Water and Sewer Report (Pinnacle Design Consulting Group)

Sewer and Water Systems Serving the following Proposed Development

1. Property Overview

Address: 7051 County Road 335, New Castle Colorado, Lot 1 of the Riverside Park Planned Unit Development
Type of Property: Commercial
Total Area: 5.84 acres and zoned Highway Business / Planned Unit Development

2. Water Supply System

2.1 Water Source

The water supply for 7051 County Road 335 New Castle is sourced from the town of New Castle municipal system. The water is treated and delivered through the municipal water distribution system.

2.2 Water Main Connection

The property will be connected to a 10" water main located on the east side of the property.

2.3 Water Pressure and Piping

The existing residual pressure is approximately 65 to 70 psi.

The plan is to tap the water at the east side of the property and run an 8" diameter water main towards the west. This is shown on the utility plan.

2.4 Internal Piping

As part of the water service, we are proposing that the mixed use building be served by a 8" diameter water service which will accommodate the anticipated fire sprinkler and domestic demand. For the hotel, we are proposing a 4" water service.

2.5 Fire Suppression System

The property will be equipped with a fire suppression system connected to the water supply. This system will include sprinklers and hydrants. See utility plan.

2.6 EQR Summary

The total Water Service Fixture Units (WSFU) for the hotel were found to be 611.

The total WSFU for the mixed use building were found to be 54.
Based upon Chart A of the Uniform 2024 Plumbing Code the demand was found to be 611 gpm and 50 gpm respectively.

The total EQR for the project was found to be 38.89 EQR's. This equates to a total fee of $377,213.60.

See Water Service Calculations in the Appendix.

3. Sewer System

3.1 Sewer Connection

Currently, sanitary sewer exists along the north side of County Road 335 and on the east side of the property. The existing line that services the existing Riverside Park P.U.D. is a combination of gravity and forced main.

The property will be connected to the municipal sewer system through an 8" sewer line located along the east property line which feeds into the Riverside Park P.U.D. lift station.

Based upon the hotel Water Service Fixture Units being calculated at 611 WSFU, the peak demand will be approximately 170 gpm. Therefore a 6" sewer service line will be more than adequate to handle the flow. The mixed-use building was calculated to be 54 for Buildings B, so a 4" diameter sewer service line will also be adequate to facilitate the mixed-use building flow requirements. See sewer service pipe calculations in the Appendix.

There is a portion of both the hotel and mixed-use building that will require an internal grinder pump to convey effluent from the bottom floors. The plumbing contractor will size the capacity of each grinder sump pump based on the Lower Level gpm requirements shown in the Appendix.

The sewer lines will be installed in accordance with the Town of New Castle requirements.

The developer will work with the Riverside Park P.U.D. to increase the pumping requirement of the existing lift station to account for the increased demand.

See previous sewer report for EQR summary and fee.

See Sewer Service Calculation in the Appendix.

APPENDIX

Fixture Units

Hotel

Fixture	Quantity	WSFU	Total Fixture
toilet	76	3	228
lavatory	76	1.5	114
shower	72	2	144
kitchen sink	21	2	42
dishwasher	7	1	7
hot tub	1	10	10
pool	1	10	10
reg washer	2	2	4
industrial washer	2	5	10
laundry sink	2	1.5	3
ice machine	5	1.5	7.5
hand sink	3	2	6
pre-wash sink	2	2	4
component sink	1	2	2
industrial dishwasher	1	1.5	1.5
mop sink	6	3	18
Total			611
Demand in Gallons Per Minute			170 GPM

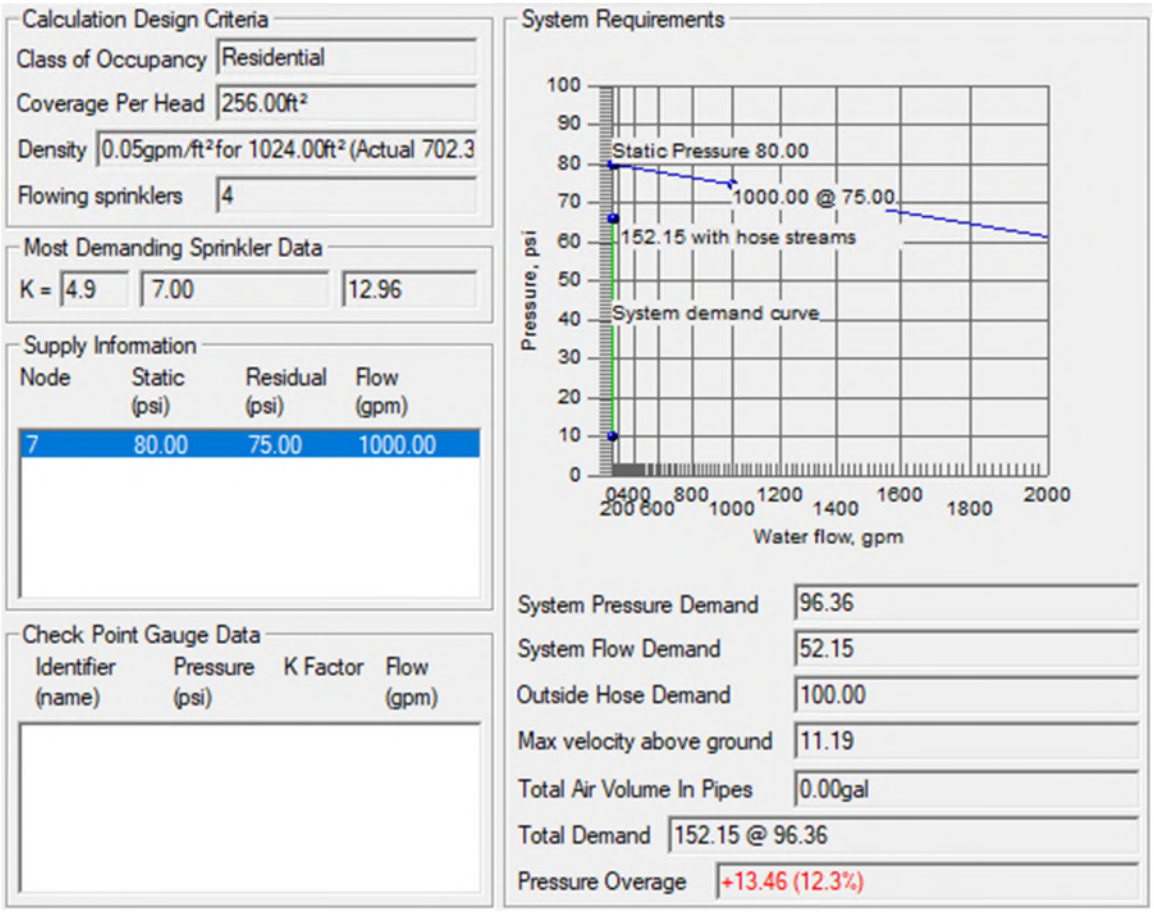
Fixture Units

Mixed Use B

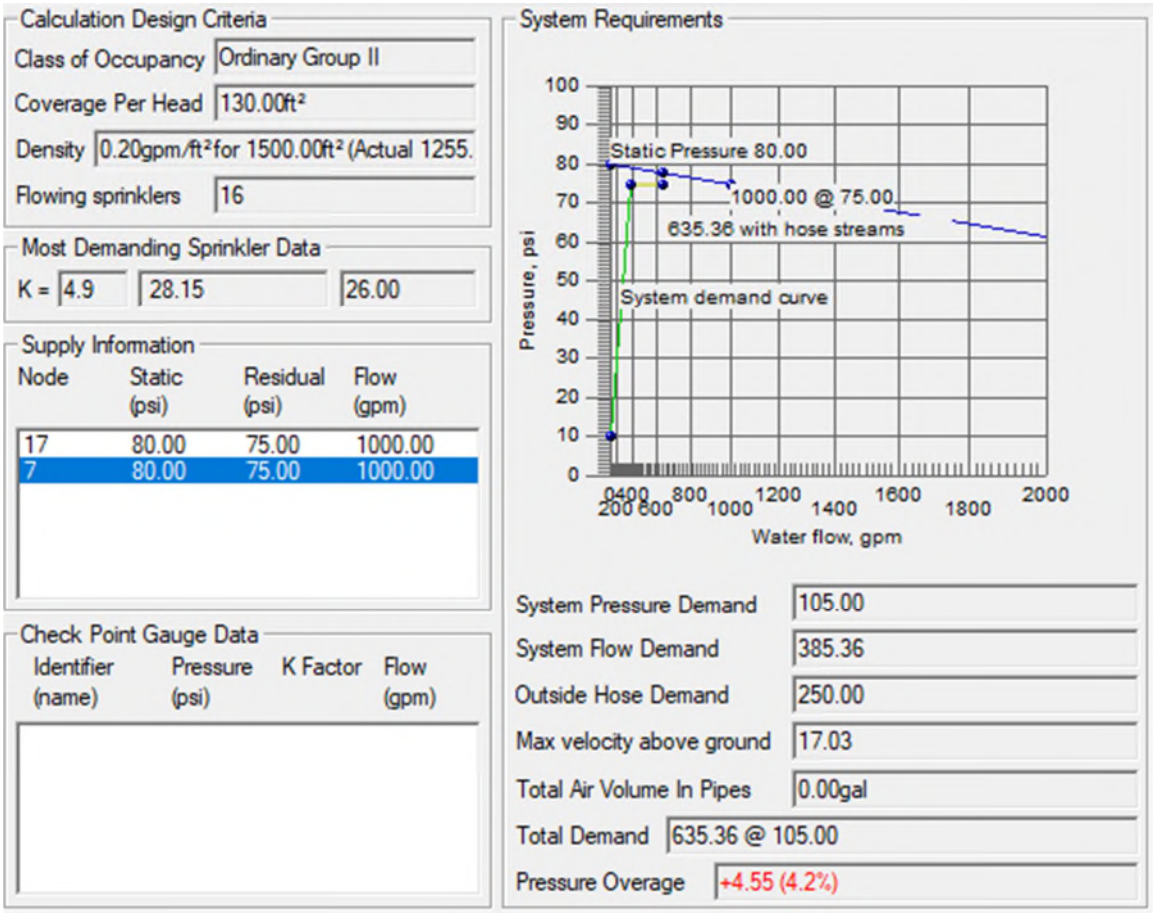
Fixture	Quantity	WSFU	Total Fixture
toilet	4	3	12
lavatories	4	1.5	6
showers	4	2	8
reg kitchen sinks	4	2	8
reg dishwashers	4	1.5	6
refrigerators	4	1	4
reg washers	4	1	4
ice machines	3	2	6
Total			54

Demand in Gallons Per Minute 50 GPM

The fire demand for the hotel is 152.15 gpm:



The fire flow demand for the Mixed Use Building is 635.36 gpm:



ACTUAL EQR	HOTEL LOWER LEVEL	HOTEL MAIN LEVEL	HOTEL UPPER LEVEL	HOTEL TOTALS	MIXED USE BUILDING B LOWER LEVEL	MIXED USE BUILDING B MAIN LEVEL	MIXED USE BUILDING B UPPER LEVEL	MIXED USE BUILDING B TOTALS	TOTALS	Multiplier	EQR FEE
1-2 BEDROOM APARTMENT (0.8)	0	0	0	**0**	3.2	0	0	**3.2**	**3.2**		$31,040.00
HOTELS									**0**		$0.00
FIRST UNIT OR MANAGER'S APT (1)	0	0	0	**0**	0	0	0	**0**	**0**		$0.00
EACH ADD'L UNIT W/O COOKING FACILITIES (0.4)	5.6	8.8	6	**20.4**	0	0	0	**0**	**20.4**		$197,880.00
EACH ADD'L UNIT WITH COOKING FACILITIES (0.5)	1	1	8	**10**	0	0	0	**0**	**10**		$97,000.00
EACH COIN-OPERATED WASHING MACHINE (0.5)	1	0	0	**1**	0	0	0	**0**	**1**		$9,700.00
BARS/RESTAURANTS									**0**		$0.00
FOR A BUSINESS WITH LESS THAN 25 SEATING CAPACITY (1.0)	0	1	0	**1**	0	2	0	**2**	**3**		$29,100.00
FOR EACH SEAT IN EXCESS OF 24 SEATS (0.024)	0	0	0	**0**	0	0.288	0	**0.288**	**0.288**		$2,793.60
STORES/OFFICES									**0**		$0.00
ONE BATHROOM (1.0)	0	0	0	**0**	0	0	0	**0**	**0**		$0.00
FOR EACH ADDITIONAL WATER FIXTURE NOT LISTED (0.2)	0	0	0	**0**	0	0	0	**0**	**0**		$0.00
SWIMMING POOLS: FOR EACH 25,000 GAL CAPACITY OR FRACTION THEREOF (1.0)	1	0	0	**1**	0	0	0	**0**	**1**		$9,700.00
0.9732096	**8.60**	**10.80**	**14.00**	**33.40**	**3.20**	**2.29**	**0.00**	**5.49**	**38.89**		**$377,213.60**

Water Service Sizing Calculations

Water Flow Rates per Use

	GPM
Hotel	170
Mixed Use B	50

Assume a velocity of 5 ft/s

The Diameter is found by the following:

$D = (Q/2.44V)^{0.5}$

Where:

Q = Flow Rate, *GPM*
V = Velocity, *ft/s*

The nominal diameters are therefore as follows:

	Diameter, *in*	Diameter, *in* Proposed
Hotel	3.73	4
Mixed Use B	2.02	2

The headloss will then be as follows:

$H = 10.4L(Q/C)^{1.85}D^{-4.87}$

Where:

L = Length, *ft*

Q = Flow, *GPM*

C= Hazen-Williams C factor

D= pipe inside diameter, *in*

Use	Length, *ft*	Headloss, *ft*	Pressure Loss, *psi*
Hotel	51	1.02	0.44
Mixed Use B	64	3.89	1.68

Water Flow Rates per Use
Fire Flows for Sprinklers

	GPM
Hotel	152.15
Mixed Use B	635.36

Assume a velocity of 5 ft/s

The nominal diameters are therefore as follows:

	Diameter, *in*	Diameter, *in* Proposed
Hotel	3.53	4
Mixed Use B	7.22	8

The headloss will then be as follows:

Use	Length, *ft*	Headloss, *ft*	Pressure Loss, *psi*
Hotel	51	0.83	0.36
Mixed Use B	64	0.50	0.22

Use 4" and 8" diameter pipes for the water services

Headloss in Valves and Meters not included.

Larger of the diameters based on fire flow and domestic

	Diameter, *in*
Hotel	4
Mixed Use B	8

Channel Report

4 Inch PVC flowing Full at 2% Grade

Circular

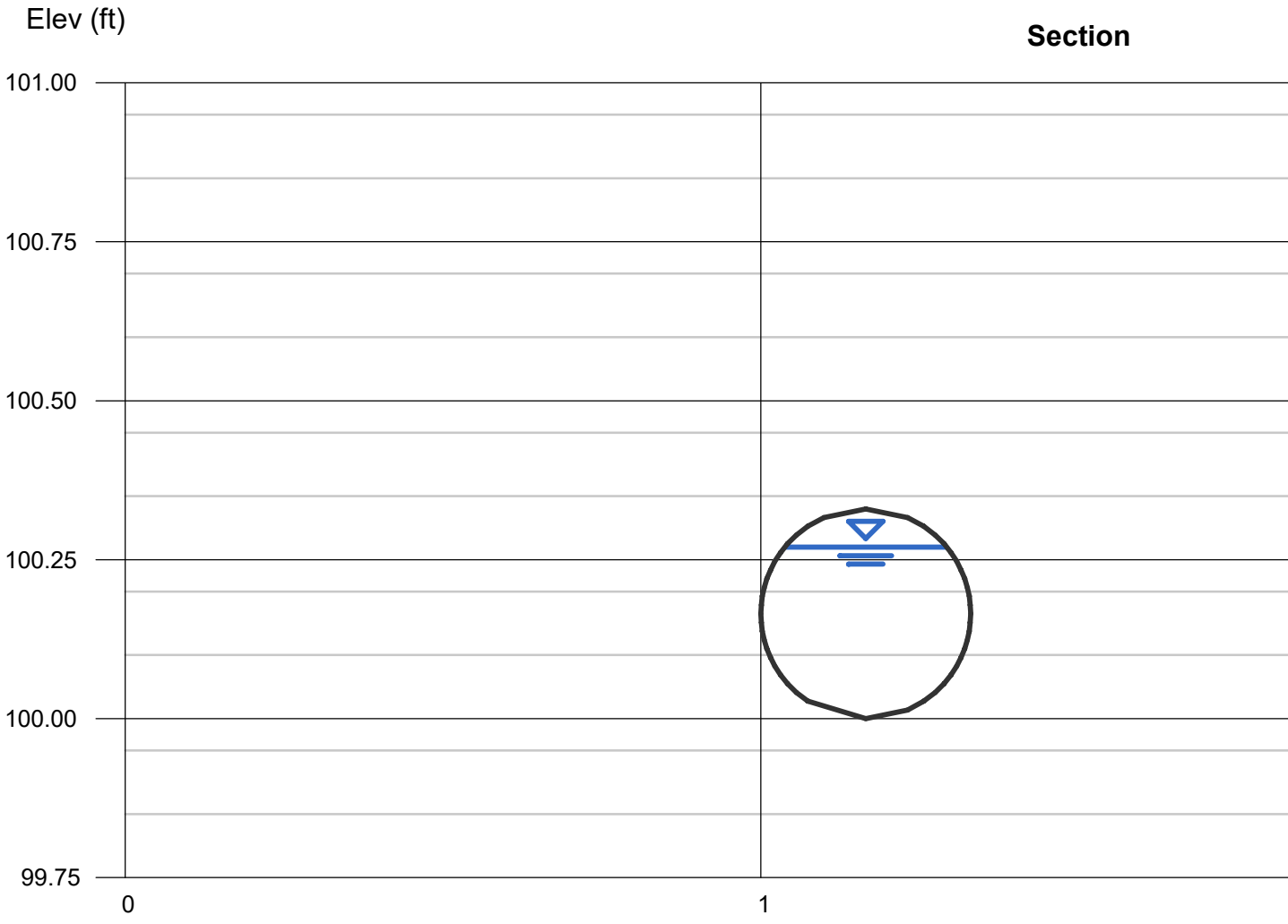
Diameter (ft)	= 0.33
Invert Elev (ft)	= 100.00
Slope (%)	= 2.00
N-Value	= 0.012

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.28

Highlighted

Depth (ft)	= 0.27
Q (cfs)	= 0.280
Area (sqft)	= 0.08
Velocity (ft/s)	= 3.73
Wetted Perim (ft)	= 0.75
Crit Depth, Yc (ft)	= 0.30
Top Width (ft)	= 0.25
EGL (ft)	= 0.49



Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc. Monday, Nov 25 2024

6 inch sewer service flowing full

Circular

Diameter (ft)	= 0.50
Invert Elev (ft)	= 100.00
Slope (%)	= 2.00
N-Value	= 0.011

Calculations

Compute by:	Known Depth
Known Depth (ft)	= 0.50

Highlighted

Depth (ft)	= 0.50
Q (cfs)	= 0.937
Area (sqft)	= 0.20
Velocity (ft/s)	= 4.77
Wetted Perim (ft)	= 1.57
Crit Depth, Yc (ft)	= 0.47
Top Width (ft)	= 0.00
EGL (ft)	= 0.85

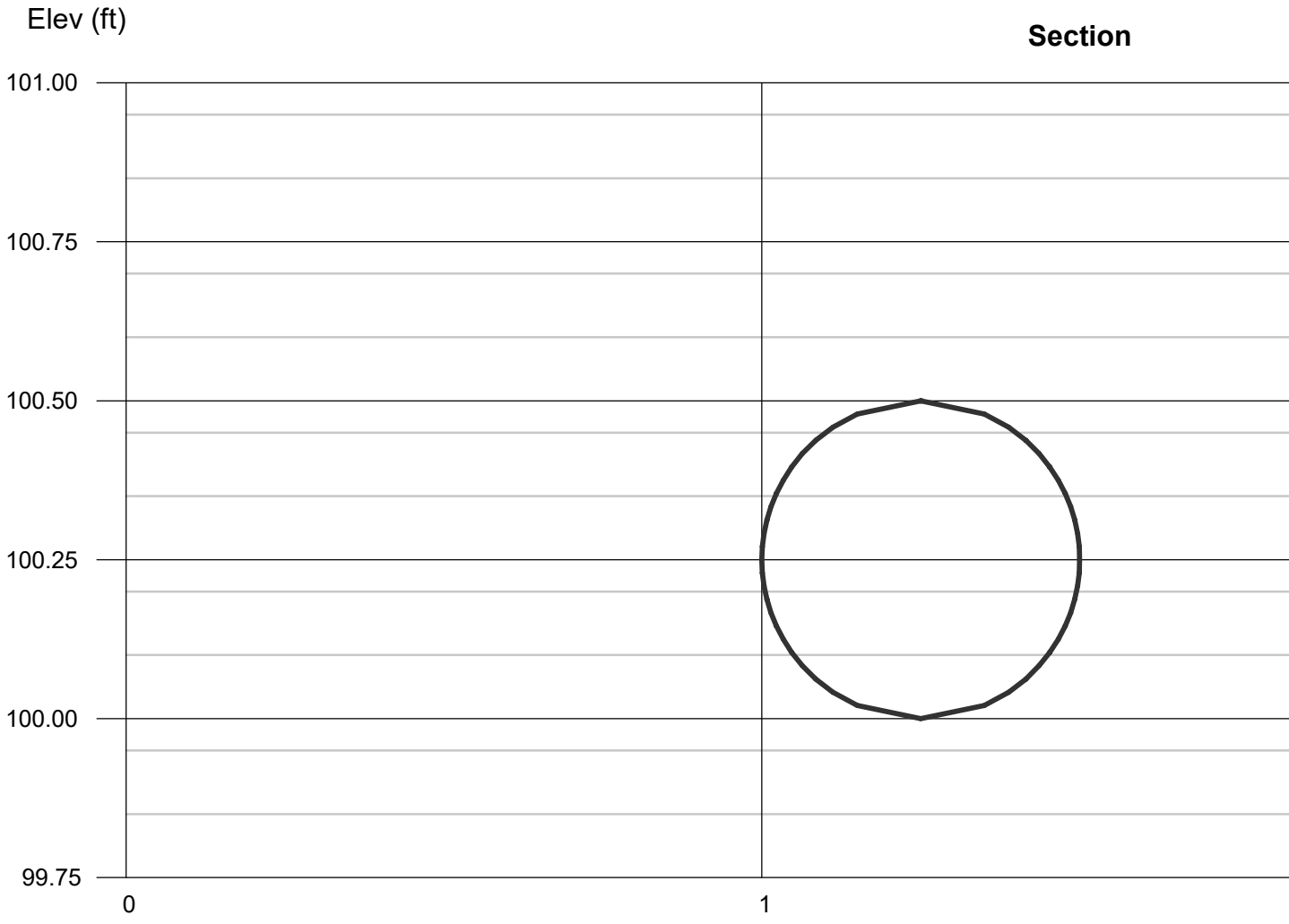


EXHIBIT F

Postmaster Approval

Gmail

Caet May <caetm@redroom-design.com>

Postmaster Approval Needed

Joe, Donovan O - Cortez, CO <Donovan.O.Joe@usps.gov> Fri, May 3, 2024 at 10:12 AM
To: Caet May <caetm@redroom-design.com>

To Whom it may concern,

My name is Donovan Joe, I am the Officer in Charge(OIC Postmaster) here at the New Castle Post Office. I approve the plans for the mailboxes for this site.

Thank you,

Donovan Joe

OIC

New Castle Post Office,

81647

970-984-2213

From: Caet May <caetm@redroom-design.com>
Sent: Friday, May 3, 2024 9:37 AM
To: Joe, Donovan O - Cortez, CO <Donovan.O.Joe@usps.gov>
Cc: Tyniele Jordaan <tynielej@redroom-design.com>
Subject: [EXTERNAL] Re: Postmaster Approval Needed

CAUTION: This email originated from outside USPS. **STOP and CONSIDER** before responding, clicking on links, or opening attachments.

Hi Joe,

Following up as minor revisions have been made. See latest site plan for 7051 Hwy 335 attached and please provide approval via email for our land use application. Thanks!

Best,

Caet May

On Monday, April 22, 2024, Caet May <caetm@redroom-design.com> wrote:

> Joe,

Following up on our request for postmaster approval. Have you had a chance to take a look at our site plan?

Best,

Caet May

Founding Partner

www.redroom-design.com | C: 970.797.4881

1001 Grand Avenue, Ste 103 | Glenwood Springs, CO 81601

On Wed, Apr 3, 2024 at 11:09 AM Caet May <caetm@redroom-design.com> wrote:

> Joe,
>
> It was great to chat a few weeks back regarding the mail kiosk location at our proposed development. See survey and site plan attached for your review. Please provide a postmaster's letter of approval at your earliest convenience. Thanks!
>
> Best,
>
> ***Caet May***
>
> Founding Partner
>
> www.redroom-design.com | C: 970.797.4881
>
> 1001 Grand Avenue, Ste 103 | Glenwood Springs, CO 81601

--

Best,

Caet May

Founding Partner

[Quoted text hidden]

EXHIBIT G

Notarized Certificate of Ownership, Title Commitment

983168 01/31/2023 09:35:12 AM Page 1 of 1
Jacklyn K. Harmon, Garfield County, Colorado
Rec Fee: $13.00 Doc Fee: $90.00 eRecorded

SPECIAL WARRANTY DEED

THIS DEED, made this 30th day of January, 2023, between

DOW RIPPY AND NICOLE RIPPY
whose address is 10031 County Road 311, Silt, CO 81652, GRANTOR(S), and
COAL SEAM LLC, A COLORADO LIMITED LIABILITY COMPANY
whose address is 110 Spur Drive, Glenwood Springs, CO 81601, GRANTEE(S):

WITNESS, that the grantor(s), for and in consideration of the sum of Nine Hundred Thousand and 00/100 Dollars ($900,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee(s), grantee's heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Garfield and State of Colorado, described as follows:

Lot 1,
RIVERSIDE PARK SUBDIVISION, according to the Plat thereof filed July 12, 1999 as Reception No. 548663.

also known by street and number as: **7051 County Road 335, New Castle, CO 81647**

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appurtaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, grantee's heirs and assigns forever. The grantor(s), for the grantor, grantor's heirs, and personal representatives or successors, does covenant and agree that grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, grantee's heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under the grantor, but not otherwise subject to general taxes for the current year and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Dow Rippy

Nicole Rippy
Nicole Rippy

STATE OF: Colorado
COUNTY OF: Garfield

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 30th day of January, 2023 by Dow Rippy and Nicole Rippy.

My Commission expires: 1-18-25

Witness my hand and official seal.

REBECCA BLANCHARD
Notary Public
State of Colorado
Notary ID # 19924017123
My Commission Expires 01-18-2025

Rebecca Blanchard
Notary Public

TITLE COMPANY of the rockies

SPECIAL WARRANTY DEED -

0603996
January 30, 2023
12:21 PM

983169 01/31/2023 09:35:12 AM Page 1 of 1
Jacklyn K. Harmon, Garfield County, Colorado
Rec Fee: $13.00 Doc Fee: $0.00 eRecorded

STATEMENT OF AUTHORITY

1. This **STATEMENT OF AUTHORITY** relates to entity named

   COAL SEAM LLC

   and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

2. The type of entity is a : **Limited Liability Company**

3. The entity is formed under the laws of the state of **Colorado**

4. The mailing address of the entity is:
   110 Spur Drive
   Glenwood Springs, CO 81601

5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is/are:
   Abdi Pirzadeh, Sole Member and Manager

6. The authority of each of the foregoing person(s) to bind the entity is
   ☒ not limited *(check one)*
   ☐ limited as follows:

7. Other matters concerning the manner in which the entity deals with interests in the property:
   none

Coal Seam LLC

By: _____
Abdi Pirzadeh, Sole Member and Manager

State of **Colorado**
County of **Garfield**

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 30th day of **January, 2023**, by **Coal Seam LLC**

My Commission expires: 1-18-25

Witness my hand and official seal.

REBECCA BLANCHARD
Notary Public
State of Colorado
Notary ID # 19924017123
My Commission Expires 01-18-2025

Rebecca Blanchard
Notary Public

983170 01/31/2023 09:35:12 AM Page 1 of 6
Jacklyn K. Harmon, Garfield County, Colorado
Rec Fee: $38.00 Doc Fee: $0.00 eRecorded

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.

THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

TITLE COMPANY
0603996

DEED OF TRUST

(Due on Transfer--Strict)

THIS DEED OF TRUST is made this 30th day of January, 2023 between COAL SEAM LLC, a Colorado limited liability company ("Borrower"), whose address is 1101 Village Road, #LL 1B, Carbondale, Colorado 81623, and the Public Trustee of Garfield County, Colorado, ("Trustee"); for the benefit of DOW RIPPY AND NICOLE RIPPY (collectively "Lender"), whose address is 10031 County Road 311, Silt, Colorado 81652.

Borrower and Lender covenant and agree as follows:

1. **Property in Trust.** Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following described property located in the County of Garfield, State of Colorado:

   Lot I
   Riverside Park Subdivision
   According to the plat thereof recorded July 12, 1999 as Reception No. 548663

   County of Garfield
   State of Colorado

   which has an address of 7051 County Road 335, New Castle, Colorado 81647 ("Property").

2. **Note; Other Obligations Secured.** This Deed of Trust is given to secure to Lender:

   A. the repayment of the indebtedness evidenced by Borrower's note ("Note") dated January 30, 2023, in the principal sum of Six Hundred Thousand and No/100ths Dollars ($600,000.00), payable to Lender, together with interest from the date thereof at the rate of eight percent (8.0%) per annum. Borrower shall make monthly payments of principal and interest in the amount of Four Thousand Four Hundred Two and 59/100ths Dollars ($4,402.59) per month commencing on February 28, 2023 and continuing on the thirtieth day, except where such month has fewer than thirty days, then such payment shall be due on the last calendar day of that month, of each month thereafter until the 30th day of January, 2053 (the "Maturity Date"), on which Maturity Date the full amount of unpaid principal, together with all accrued interest, shall be due and payable. All payments due under this Note shall be made to Note Holder as set forth in the Note.

   B. the payment of all other sums, with interest thereon at twelve percent (12%) per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and

   C. the performance of the covenants and agreements of Borrower herein contained.

3. **Title.** Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date.

4. **Payment of Principal.** Borrower shall promptly pay when due the principal of the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

5. **Application of Payments.** All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts due pursuant to paragraph 23 (Escrow Funds for Taxes and

Insurance), then to amounts disbursed by Lender pursuant to paragraph 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.

6. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Any default under any deed of trust or lien having priority over this Deed of Trust shall automatically constitute a default under this Deed of Trust. Borrower shall notify Lender immediately in the event of any default under any deed of trust or lien having priority over this Deed of Trust. Lender shall have the right to cure any default under any deed of trust or lien having priority over this Deed of Trust and any sums paid by Lender in connection therewith shall be treated as amounts disbursed by Lender to Borrower in accordance with this Deed of Trust to protect the security of this Deed of Trust. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner set out in paragraph 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this paragraph if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.

7. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (1) the insurable value of the Property or (2) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance".

   The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

   In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

   Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with paragraph 16 (Notice) by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

   Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

   All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

8. **Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a Leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. **Protection of Lender's Security.** Except when Borrower has exercised Borrower's rights under paragraph 6 above, if the Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:

   (a) any general or special taxes or ditch or water assessments levied or accruing against the Property;
   (b) the premiums on any insurance necessary to protect any improvements comprising a part of the Property;
   (c) sums due on any prior lien or encumbrance on the Property;
   (d) if the Property is a leasehold or is subject to a lease, all sums due under such lease;
   (e) the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of the Lender or holder of the certificate of purchase;
   (f) all other costs and expenses allowable by the evidence of debt or this Deed of Trust, and
   (g) such other costs and expenses which may be authorized by a court of competent jurisdiction.

   Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

   Any amounts disbursed by Lender pursuant to this paragraph 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in paragraph 2B (Note; Other Obligations Secured). Nothing contained in this paragraph 9 shall require Lender to incur any expense or take any action hereunder.

10. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

    In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Lender and Borrower, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the Property immediately prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

    If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

12. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.

13. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

14. **Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

16. **Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first-class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first-class U. S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.

17. **Governing Law; Severability.** The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

18. **Acceleration; Foreclosure; Other Remedies.** Except as provided in paragraph 24 (Transfer of the Property; Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under paragraph 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

    If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell

the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcel as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. **Borrower's Right to Cure Default.** Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

    Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice–notice being hereby expressly waived.

    Upon Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. **Release and Partial Release.** Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with paragraph 16 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

22. **Waiver of Exemptions.** Borrower hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

23. **Escrow Funds for Taxes and Insurance.** [OMITTED].

24. **Transfer of the Property; Assumption.** The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Borrower, (v) the reorganization, liquidation or dissolution of the Borrower. Not to be

included as a Transfer are (i) the creation of a lien or encumbrance subordinate to this Deed of Trust, (ii) the creation of a purchase money security interest for household appliances, or (iii) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each and every transfer:

(a) All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).
(b) If a Transfer occurs and should Lender not exercise Lender's option pursuant to this paragraph 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. The Lender may without notice to the Borrower deal with Transferee in the same manner as with the Borrower with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging the Borrower's liability hereunder for the obligations hereby secured.
(c) Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to (b) above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be estopped therefrom by virtue thereof. The issuance on behalf of the Lender of a routine statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

25. **Borrower's Copy.** Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.

BORROWER:
COAL SEAM LLC,
a Colorado limited liability company

By:_____
Abdi Pirzadeh, Managing Member

STATE OF COLORADO)
) ss.
COUNTY OF Garfield)

The foregoing instrument was acknowledged before me this 30th day of January, 2023, by Abdi Pirzadeh as Managing Member of Coal Seam LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: 1-18-25

By: Rebecca Blanchard
Notary Public

REBECCA BLANCHARD
Notary Public
State of Colorado
Notary ID # 19924017123
My Commission Expires 01-18-2025

TITLE COMPANY of the rockies

1620 Grand Avenue, Suite B
Glenwood Springs, CO 81601
Phone: 970-945-1169 Fax: 844-269-2759
www.titlecorockies.com

Commitment Ordered By:
Harley Rippy
Roaring Fork Sotheby`s Meadows
150 West Meadows Dr Unit 3
Glenwood Springs, CO 81601
Phone: (970) 366-3511 Fax:
email:
westdividecattle@gmail.com;allie.kurzka@sir.com

Inquiries should be directed to:
Becky Blanchard
Title Company of the Rockies
1620 Grand Avenue, Suite B
Glenwood Springs, CO 81601
Phone: 970-945-1169 Fax: 844-269-2759
email: BBlanchard@TitleCoRockies.com

Commitment Number: 0603996-C5
Buyer's Name(s): Coal Seam LLC
Seller's Name(s): Dow Rippy and Nicole Rippy

Property: 7051 County Road 335, New Castle, CO 81647
Lot 1, Riverside Park Subdivision, Garfield County, Colorado

TITLE CHARGES

These charges are based on issuance of the policy or policies described in the attached Commitment for Title Insurance, and includes premiums for the proposed coverage amount(s) and endorsement(s) referred to therein, and may also include additional work and/or third party charges related thereto.

If applicable, the designation of "Buyer" and "Seller" shown below may be based on traditional settlement practices in Garfield County, Colorado, and/or certain terms of any contract, or other information provided with the Application for Title Insurance.

Owner's Policy Premium:	$1,223.00
Loan Policy Premium:	$150.00
Additional Lender Charge(s):	
Additional Other Charge(s):	
Tax Certificate:	$25.00
Total Endorsement Charge(s):	$90.00
TBD Charge(s):	
TOTAL CHARGES:	**$1,488.00**

WESTCOR
LAND TITLE INSURANCE COMPANY

ALTA Commitment For Title Insurance
(Adopted 06-17-06) (Revised 08-01-2016)

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

TITLE COMPANY of the rockies

Title Company of the Rockies, LLC
322 Harrison Avenue
Leadville, CO 80461
Phone: (719) 486-2688

WESTCOR LAND TITLE INSURANCE COMPANY

WESTCOR LAND TITLE INSURANCE COMPANY CORPORATE SEAL 1993 SOUTH CAROLINA

By: Mary O'Donnell
President

Attest:
Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at< http://www.alta.org/>.*

(Reverse side of Cover)

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Title Company of the Rockies, LLC

Westcor Land Title Insurance Company ("WLTIC") and **Title Company of the Rockies, LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Title Company of the Rockies, LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company's privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Title Company of the Rockies, LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Title Company of the Rockies, LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Title Company of the Rockies, LLC** has a joint marketing agreement. Entities with whom WLTIC or **Title Company of the Rockies, LLC** have a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Title Company of the Rockies, LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Title Company of the Rockies, LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Title Company of the Rockies, LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC's website at www.wltic.com

WESTCOR
LAND TITLE INSURANCE COMPANY

ALTA Commitment For Title Insurance
(Adopted 06-17-06) (Revised 08-01-2016)

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
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NOTICE

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IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

TITLE COMPANY of the rockies

Title Company of the Rockies, LLC
322 Harrison Avenue
Leadville, CO 80461
Phone: (719) 486-2688

WESTCOR LAND TITLE INSURANCE COMPANY

WESTCOR LAND TITLE INSURANCE COMPANY CORPORATE SEAL 1993 SOUTH CAROLINA

By: Mary O'Donnell
President

Attest:
Secretary

CONDITIONS

6. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

7. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

8. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

9. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

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(Reverse side of Cover)

Westcor Land Title Insurance Company

Joint Notice of Privacy Policy

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Westcor Land Title Insurance Company

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Information Security

WLTIC and **Title Company of the Rockies, LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

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COMMITMENT FOR TITLE INSURANCE

Issued by

TITLE COMPANY of the rockies

as agent for

Westcor Land Title Insurance Company

SCHEDULE A

Reference: **Commitment Number:** 0603996-C5

1. Effective Date: **January 06, 2023, 7:00 am** Issue Date: **January 17, 2023**

2. Policy (or Policies) to be issued:

   a) ALTA Owner's Policy (6-17-06) Policy Amount: **$900,000.00**
   Premium: **$1,313.00**

   Proposed Insured: **Coal Seam LLC**

   b) ALTA Loan Policy (6-17-06) Policy Amount: **$600,000.00**
   Premium: **$175.00**

   Proposed Insured: **Dow Rippy and Nicole Rippy**

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.

4. The Title is, at the Commitment Date, vested in:

   Dow Rippy and Nicole Rippy

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

   FOR LEGAL DESCRIPTION SEE SCHEDULE A CONTINUED ON NEXT PAGE
   For Informational Purposes Only - APN: **218102108001**

Countersigned
Title Company of the Rockies, LLC

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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By: 

Mike Mulligan

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SCHEDULE A (continued)

LEGAL DESCRIPTION

The Land referred to herein is located in the County of Garfield, State of Colorado, and described as follows:

Lot 1,
RIVERSIDE PARK SUBDIVISION, according to the Plat thereof filed July 12, 1999 as Reception No. 548663.

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COMMITMENT FOR TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company

SCHEDULE B, PART I
Requirements

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

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   NOTE: Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

5. Resolution or Statement of Authority by Coal Seam LLC, a limited liability company, authorizing the transaction, executed by the managers or members set forth in the Operating Agreement.

   NOTE: Review Operating Agreement for authority of party(ies) to act on behalf of said limited liability company and complete the transaction contemplated herein.

6. Deed from Dow Rippy and Nicole Rippy to Coal Seam LLC.

   NOTE: Duly executed real property transfer declaration, executed by either the Grantor or Grantee, to accompany the Deed mentioned above, pursuant to Article 14 of House Bill No. 1288-CRA 39-14-102.

7. Deed of Trust from Coal Seam LLC to the Public Trustee of Garfield County for the use of Dow Rippy and Nicole Rippy to secure $600,000.00.

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The Owner's Policy, when issued, will not contain Exceptions No. 1, 2, 3 and 4, provided that:

(A) The enclosed form of indemnity agreement or final affidavit and agreement is properly executed and acknowledged by the party(ies) indicated and returned to the Company or its duly authorized agent,

(B) The Company or its duly authorized agent receives and approves a Land Survey Plat, Improvement Survey Plat or ALTA survey properly certified by a registered surveyor or engineer, and

(C) Applicable scheduled charges in the amount of $90.00 are paid to the Company or its duly authorized agent.

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

WARRANTY DEED recorded November 19, 2018 as Reception No. 914259.

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

NOTE: EXCEPTION NO. 5 UNDER SCHEDULE B, SECTION 2 OF THIS COMMITMENT WILL NOT APPEAR IN THE POLICY OR POLICIES TO BE ISSUED PURSUANT HERETO, PROVIDED THAT (A) THE DOCUMENTS CONTEMPLATED BY THE REQUIREMENTS SET FORTH IN SCHEDULE B, SECTION 1 OF THIS COMMITMENT ARE SUBMITTED TO AND APPROVED AND RECORDED BY THE COMPANY OR ITS DULY AUTHORIZED AGENT, AND (B) AN EXAMINATION OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER FOR GARFIELD COUNTY, COLORADO BY THE COMPANY OR ITS DULY AUTHORIZED AGENT DISCLOSES THAT NO DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS HAVE BEEN RECORDED IN SUCH RECORDS SUBSEQUENT TO THE EFFECTIVE DATE HEREOF.

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

Any loss or damage, including attorney fees, by reason of the matters shown below:

1. Any facts, right, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.

2. Easements or claims of easements, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the effective date hereof, but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

7. Right of the Proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as reserved in United States Patents recorded July 11, 1892 in Book 12 at Page 176 as Reception No. 14274; December 05, 1891 in Book 12 at Page 84 as Reception No. 13189; December 21, 1891 in Book 12 at Page 88 as Reception No. 13263; and February 18, 1909 in Book 71 at Page 358 as Reception No. 36586.

8. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded July 12, 1892 in Book 12 at Page 176 as Reception No. 14274; December 05, 1891 in Book 12 at Page 84 as Reception No. 13189; December 21, 1891 in Book 12 at Page 88 as Reception No. 13263; and February 18, 1909 in Book 71 at Page 358 as Reception No. 36586.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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9. An undivided One-Half (1/2) interest in oil, gas and other mineral rights, as reserved by Herbert Jolley and Herbert L. Jolley in the Deed to Brinkley B. Brown, recorded January 07, 1959 as Reception No. 203950, and any and all assignments thereof or interests therein.

10. Easement and right of way for electric transmission and/or distribution line purposes, as granted by The Colorado Fuel and Iron Company to Public Service Company of Colorado, by instrument dated August 20, 1926 and recorded February 13, 1967 as Reception No. 237088, said easement being more particularly described therein, as amended by instrument recorded June 24, 1970 as Reception No. 246724.

11. Easement and right of way, as granted by Brown Land and Cattle Company, Inc. to State Department of Highways, Division of Highways, State of Colorado, by instrument recorded February 13, 1970 as Reception No. 245542, said easement being more particularly described therein.

12. Coal Lease between Betty Jane Rippy and Leonard E. Rippy and Allen D. Gray, recorded May 11, 1979 as Reception No. 294045 and any and all assignments or interests therein.

13. All interest in oil, gas, mineral and other hydrocarbon substances rights, as reserved by Evergreen Land and Resource Company in the Deed to Leonard E. Rippy, recorded May 29, 1990 as Reception No. 413034, and any and all assignments thereof or interests therein.

14. Terms, agreements, provisions, conditions and obligations as contained in Affidavit Re: Boundary Line Adjustment recorded May 29, 1990 as Reception No. 413035.

15. Terms, agreements, provisions, conditions and obligations as contained in the Board of County Commissioners Resolution No. 92-056A, recorded July 07, 1992 as Reception No. 436530 and rerecorded August 07, 1992 as Reception No. 437792.

16. Terms, agreements, provisions, conditions and obligations as contained in Town of New Castle Resolution No. TC 99-3, recorded July 12, 1999 as Reception No. 548657.

17. Terms, agreements, provisions, conditions and obligations as contained in Town of New Castle Resolution No. TC 99-4, recorded July 12, 1999 as Reception No. 548658.

18. Terms, agreements, provisions, conditions and obligations as contained in Town of New Castle Ordinance No. 99-3, Series of 1999, recorded July 12, 1999 as Reception No. 548659.

19. Terms, agreements, provisions, conditions and obligations as contained in Annexation Agreement recorded July 12, 1999 as Reception No. 548660.

20. Terms, agreements, provisions, conditions and obligations as contained in Town of New Castle Ordinance No. 99-4, Series of 1999, recorded July 12, 1999 as Reception No. 548662.

21. Easements, rights of way and all other matters as shown on the Plat of Riverside Park Subdivision, filed July 12, 1999 as Reception No. 548663.

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22. Any question, dispute or adverse claims to any loss or gain of land as a result of any change in the riverbed location by other than natural causes, or alteration through accretion, reliction, erosion or evulsion of the center thread, bank, channel or flow of the waters in the Colorado (formerly Grand) River lying within the subject land; and any question as to the location of such center thread, bank, bed or channel as a legal description monument or marker for the purposes of describing or locating subject lands.

    NOTE: There are no documents in the land records in the office of the Clerk and Recorder for Garfield County, Colorado accurately locating past or present locations of the center thread, bank, bed or channel of the above river or indicating any alterations of the same as from time to time may have occurred.

23. Terms, agreements, provisions, conditions and obligations as contained in Town of New Castle Ordinance No. 99-5, Series of 1999, recorded July 12, 1999 as Reception No. 548664.

24. Easement and right of way for installation and maintenance of underground utilities purposes, as granted by Rippy RV Associates, Ltd. to New Castle Riverside Park LLC, by instrument recorded November 02, 1999 as Reception No. 554720, said easement being more particularly described therein.

25. Easement and right of way for access and underground utilities purposes, as granted by Rippy RV Associates, Ltd. to New Castle Riverside Park LLC, by instrument recorded November 02, 1999 as Reception No. 554721, said easement being more particularly described therein.

26. Terms, agreements, provisions, conditions and obligations as contained in Agreement between New Castle Riverside Park LLC and Leonard E. Rippy, recorded November 16, 1999 as Reception No. 555438.

27. Terms, agreements, provisions, conditions and obligations as contained in Agreement between New Castle Riverside Park, LLC and Rippy RV Associates, LLC and Leonard Rippy, recorded November 16, 1999 as Reception No. 555439.

28. Easement and right of way for access and underground utilities purposes, as granted by Rippy RV Associates, Ltd. to New Castle Riverside Park, LLC, by instrument recorded November 20, 2000 as Reception No. 572449, said easement being more particularly described therein.

29. All interest in oil, gas, mineral and other hydrocarbon substances rights, as conveyed by Burning Mountain Land and Cattle LLC in the Deed to CB Minerals Company LLC, recorded January 10, 2001 as Reception No. 574793, and any and all assignments thereof or interests therein.

30. Easement and right of way for public access purposes, as granted by Rippy RV Associates, Ltd. to Town of New Castle, by instruments recorded December 30, 1998 as Reception No. 538043 and December 31, 1998 as Reception No. 538086, as amended by instrument recorded November 21, 2001 as Reception No. 592273, said easement being more particularly described therein.

31. Terms, agreements, provisions, conditions and obligations as contained in Town of New Castle Ordinance No. 99-26, Series of 1999, recorded May 06, 2002 as Reception No. 602850.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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32. Terms, agreements, provisions, conditions and obligations as contained in Garfield County District Court Order and Decree Creating the River Park Metropolitan District recorded June 01, 2004 as Reception No. 653135.

33. Terms, agreements, provisions, conditions and obligations as contained in Town of New Castle Ordinance No. 2005-1 recorded February 22, 2006 as Reception No. 692615, and First Amendment to Phase I Subdivision Improvements Agreement, Tap Purchase Agreement and Intergovernmental Agreement for River Park P.U.D., recorded August 22, 2006 as Reception No. 704854; as amended by Second Amendment recorded January 18, 2008 as Reception No. 741435; and Third Amendment recorded July 27, 2009 as Reception No. 772141.

34. Terms, agreements, provisions, conditions and obligations as contained in Agreement between Town of New Castle and Riverside New Castle Limited Liability Company, recorded April 06, 2007 as Reception No. 720637.

35. Terms, agreements, provisions, conditions and obligations as contained in Special District Public Disclosure Document recorded December 31, 2014 as Reception No. 857827.

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DISCLOSURE STATEMENTS

Note 1: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII, requires that "Every Title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the Title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." (Gap Protection)

Note 2: Exception No. 4 of Schedule B, Section 2 of this Commitment may be deleted from the Owner's Policy to be issued hereunder upon compliance with the following conditions:

1. The Land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
2. No labor or materials may have been furnished by mechanics or materialmen for purpose of construction on the Land described in Schedule A of this Commitment within the past 13 months.
3. The Company must receive an appropriate affidavit indemnifying the Company against unfiled mechanic's and materialmen's liens.
4. Any deviation from conditions A though C above is subject to such additional requirements or Information as the Company may deem necessary, or, at its option, the Company may refuse to delete the exception.
5. Payment of the premium for said coverage.

Note 3: The following disclosures are hereby made pursuant to §10-11-122, C.R.S.:

(i) The subject real property may be located in a special taxing district;
(ii) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and
(iii) Information regarding special districts and the boundaries of such districts may be obtained from the County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note 4: If the sales price of the subject property exceeds $100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22-604.5 (Non-resident withholding).

Note 5: Pursuant to C.R.S. §10-11-123 Notice is hereby given:

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

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

Note 6: Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch the clerk and recorder may refuse to record or file any document that does not conform.

Note 7: Our Privacy Policy:
We will not reveal nonpublic personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

Note 8: Records:
Regulation 3-5-1 Section 7 (N) provides that each title entity shall maintain adequate documentation and records sufficient to show compliance with this regulation and Title 10 of the Colorado Revised Statutes for a period of not less than seven (7) years, except as otherwise permitted by law.

Note 9: Pursuant Regulation 3-5-1 Section 9 (F) notice is hereby given that "A title entity shall not earn interest on fiduciary funds unless disclosure is made to all necessary parties to a transaction that interest is or has been earned. Said disclosure must offer the opportunity to receive payment of any interest earned on such funds beyond any administrative fees as may be on file with the division. Said disclosure must be clear and conspicuous, and may be made at any time up to and including closing."
Be advised that the closing agent will or could charge an Administrative Fee for processing such an additional

services request and any resulting payee will also be subjected to a W-9 or other required tax documentation for such purpose(s).
Be further advised that, for many transactions, the imposed Administrative Fee associated with such an additional service may exceed any such interest earned.
Therefore, you may have the right to some of the interest earned over and above the Administrative Fee, if applicable (e.g., any money over any administrative fees involved in figuring the amounts earned).

Note 10: Pursuant to Regulation 3-5-1 Section 9 (G) notice is hereby given that "Until a title entity receives written instructions pertaining to the holding of fiduciary funds, in a form agreeable to the title entity, it shall comply with the following:

1. The title entity shall deposit funds into an escrow, trust, or other fiduciary account and hold them in a fiduciary capacity.
2. The title entity shall use any funds designated as "earnest money" for the consummation of the transaction as evidenced by the contract to buy and sell real estate applicable to said transaction, except as otherwise provided in this section. If the transaction does not close, the title entity shall:
   (a) Release the earnest money funds as directed by written instructions signed by both the buyer and seller; or
   (b) If acceptable written instructions are not received, uncontested funds shall be held by the title entity for 180 days from the scheduled date of closing, after which the title entity shall return said funds to the payor.
3. In the event of any controversy regarding the funds held by the title entity (notwithstanding any termination of the contract), the title entity shall not be required to take any action unless and until such controversy is resolved. At its option and discretion, the title entity may:
   (a) Await any proceeding; or
   (b) Interplead all parties and deposit such funds into a court of competent jurisdiction, and recover court costs and reasonable attorney and legal fees; or
   (c) Deliver written notice to the buyer and seller that unless the title entity receives a copy of a summons and complaint or claim (between buyer and seller), containing the case number of the lawsuit or lawsuits, within 120 days of the title entity's written notice delivered to the parties, title entity shall return the funds to the depositing party."

Title Company of the Rockies

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent: or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds $100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

EXHIBIT H

Rockfall Mitigation Report

CTL|THOMPSON
Founded in 1921

May 28, 2024

Aspen Built
1101 Village Road, Suite #LL-1B
Carbondale, CO 81623

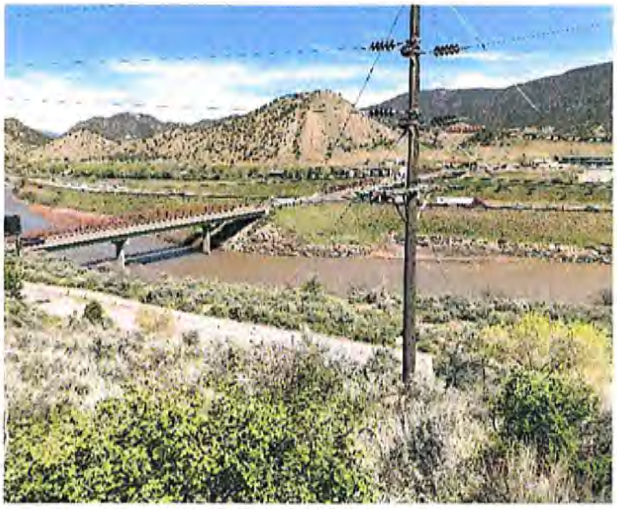
Attention: Abdi Pirzadeh
President and General Manager

Subject: Rockfall Hazard Analysis
Lot 1, Riverside PUD
(a.k.a. 7051 County Road 335)
New Castle, Colorado
Project No. GS06837.000-130

CTL|Thompson, Inc. (CTL|T) has completed a rockfall hazard analysis for Lot 1, Riverside PUD (a.k.a. 7051 County Road 335) in New Castle, Colorado. A hotel and brewery are proposed for the site. Rockfall is a potential hazard for the property. Results from our analysis include estimates of rock velocity, bounce height, and kinetic energy, which can be used by a specialty contractor to design an appropriate rockfall mitigation system. The scope of our rockfall hazard analysis was set forth in our Proposal No. GS-24-0029.

Site Conditions

Lot 1, Riverside PUD is located north of County Road 335 in New Castle, Colorado. A vicinity map with the location of the site is attached as Figure 1. James Kellogg, P.E., of CTL|T performed a site reconnaissance on April 25, 2024. The property is a 5.84-acre parcel that is bordered by the Colorado River at the north and River Park PUD apartments at the east. The west side of the property is adjacent to the bridge over the Colorado River. A gas station and convenience store previously located on the property was deconstructed sometime between 2006 and 2011. Currently, the site is predominantly vegetated with sage. Trees and willows are adjacent to the river. Photographs of the site are below.


West Part of Property


East Part of Property

Rockfall Sources

The Grand Hogback is south of the county road. The ridge of the hogback is approximately 950 to 1,000 feet above the subject site. Slopes on the north flank of the hogback range from grades of about 80 to 95 percent (about 39 to 44 degrees). Ground surface at the base of the hogback slopes down (north) toward the road at grades between 30 and 40 percent (about 17 to 21 degrees). The hogback slope is incised with numerous drainage channels separated by steep-sided ridges. Vegetation is predominantly sage and grasses with scattered, pinion, juniper, and thickets of oak brush. Photographs of the hogback above the site are below.



Hogback above East Part of Property



Hogback above West Part of Property

Geologic mapping by the US Geological Survey (USGS) titled, "Revised Preliminary Geologic Map of the New Castle Quadrangle, Garfield County, Colorado", by R.B. Scott and R.R. Shroba (dated 1997) indicate the Grand Hogback above (south of) the subject site is predominantly composed of sandstone bedrock of the of the Williams Fork Formation. Prominent outcrops of the sandstone are along the ridgetop. An unnamed band of sandstone outcrops along the mid-slope of the hogback flank. These outcrops are the source of rockfall boulders that could affect the subject site. Photographs that show the source rock are below.



Sandstone Outcrops and Fallen Boulders



Ridge Outcrops and Lower Sandstone Band

Typical Rockfall Boulders

We noted numerous boulders from rockfall that had stopped between the base of the hogback and the county road. The maximum dimension of most of these rocks was about 6 feet. Some larger boulders with long dimensions of 12 to 18 feet were present near the base of the hogback. We observed several boulders on the subject property that appear to be the result of rockfall. The maximum dimension of rocks on the site was about 6 feet. Photographs that show typical boulders likely to affect the subject property are below.



Rockfall Boulders south of County Road



Rockfall Boulders on Subject Parcel

Rockfall Analysis Approach

CTL|T evaluated the potential rockfall hazard for Lot 1, Riverside PUD using Colorado Rockfall Simulation Program (CRSP) 2004 developed by the Colorado School of Mines. We analyzed the four slope sections (A-A' through D-D') shown on the attached Figure 2. The program requires input regarding slope geometry and slope material properties, as well as coefficients to determine rock energy loss upon impact. It is also important to estimate the size, shape, and weight of rocks that would comprise a potential rockfall event.

Our site observations indicate the rockfall boulders are generally rectangular prisms with subangular faces. Due to the constraints of CRSP, we analyzed the rocks as spherical boulders. This is conservative because a spherical shape represents the "worst-case" because a sphere comprises the most mass for a given radius. Our analysis assumed a rock unit weight of density of 165 lb/ft3, which is typical for hard sandstone bedrock. We evaluated rocks with diameters of 4 ft, 6 ft, 8 ft, and 10 ft.

The CRSP program simulates "rolling" of rocks of the specified size and shape down the modeled slope geometries at each section. Parameters that must be entered for the slope sections include estimates of surface roughness, as well as tangential and normal coefficients, which allow estimates of rock trajectory and energy loss upon impacts as the rocks bounce while rolling down the slopes. The analysis ultimately predicts the number of rocks that would pass designated analysis points. It also provides estimates of rock velocities, bounce heights, and kinetic energy of the rocks at these points.

CTL|T set two analysis points for each of our four slope sections. We modeled a potential rockfall mitigation structure consisting of a 3-foot high earthen berm at the north side of the bike path, which is at the north side of the county road. We modeled the berm with a base width of 6 feet such that the upslope and downslope faces of the berm would have slopes of 1 H to 1 V (horizontal to vertical). Analysis Point 1 for each section was set at the base of the upslope (south) face of the berm. Analysis Point 2 was set at the base of the downslope face of the berm.

Rockfall Analysis Results

CTL|T utilized the CRSP program to simulate rolling of 100 rocks down each of the four modeled slope sections. Our simulations evaluated 4 ft, 6 ft, 8 ft, and 10 ft boulders. Our analysis assumed rocks starting at a velocity of 1 ft/sec upon separation from the source rock at the outcrops. Results of our analysis are summarized on the attached Table 1

The first data set for each slope section indicates the rock velocities, bounce heights, and kinetic energy at Analysis Point 1. The second data set is for Analysis Point 2. As indicated on the Table, a significant number of rocks were predicted to reach the base of the rockfall berm below slope sections A-A', B-B', and C-C'. The analysis showed none of these rocks passing the berm. Our analysis indicated that no rocks would reach the rockfall berm below slope section D-D'.

Opinions and Recommendations

Based on the analysis results, CTL|T judges that all of Lot 1, Riverside PUD is at risk from potential rockfall. The highest risk of rockfall appears to be within the central and west parts of the property. The greatest rock velocities, bounce heights, and kinetic energy would be below slope section A-A'. Mitigation of rockfall hazard is required for safe development of the subject parcel.

Our analysis indicates that a 3-feet high earthen berm with upslope and downslope faces of 1H to 1V would prevent these rocks from travelling further to the north on the subject property. Other mitigation systems can be considered, provided they are capable of absorbing the calculated maximum kinetic energies summarized on Table 1. We can provide additional assistance to the design-build contractor, if requested.

Site constraints will impact the design and construction of the rockfall mitigation system. The designer of the rockfall mitigation system must determine if the hazard is sufficiently eliminated to delineate or remove any build restrictions. Rockfall mitigation should be designed using the values provided on the table, including an adequate factor of safety.

Limitations

The analysis methods, opinions, and recommendations in this letter are based upon consideration of many factors including, but not limited to, site topography, geologic conditions, and the proposed site development. We believe our analysis was performed in a manner consistent with that level of care and skill ordinarily used by geotechnical engineers practicing in this area at this time. No warranty, express or implied, is made.

CTL| T is available to discuss the contents of this letter. Please contact us if you have questions or need additional information.

CTL|THOMPSON, INC.



James D. Kellogg, P.E.
Principal Engineer
jkellogg@ctlthompson.com

Reviewed by:

Ryan R. Barbone, P.E.
Division Manager
rbarbone@ctlthompson.com

Via email: abdi@aspenbuilt.com

0 1,000 2,000

SCALE: 1" = 2,000'

NOTE: SATELLITE IMAGE FROM GOOGLE MAPS (DATED JUNE 2023)



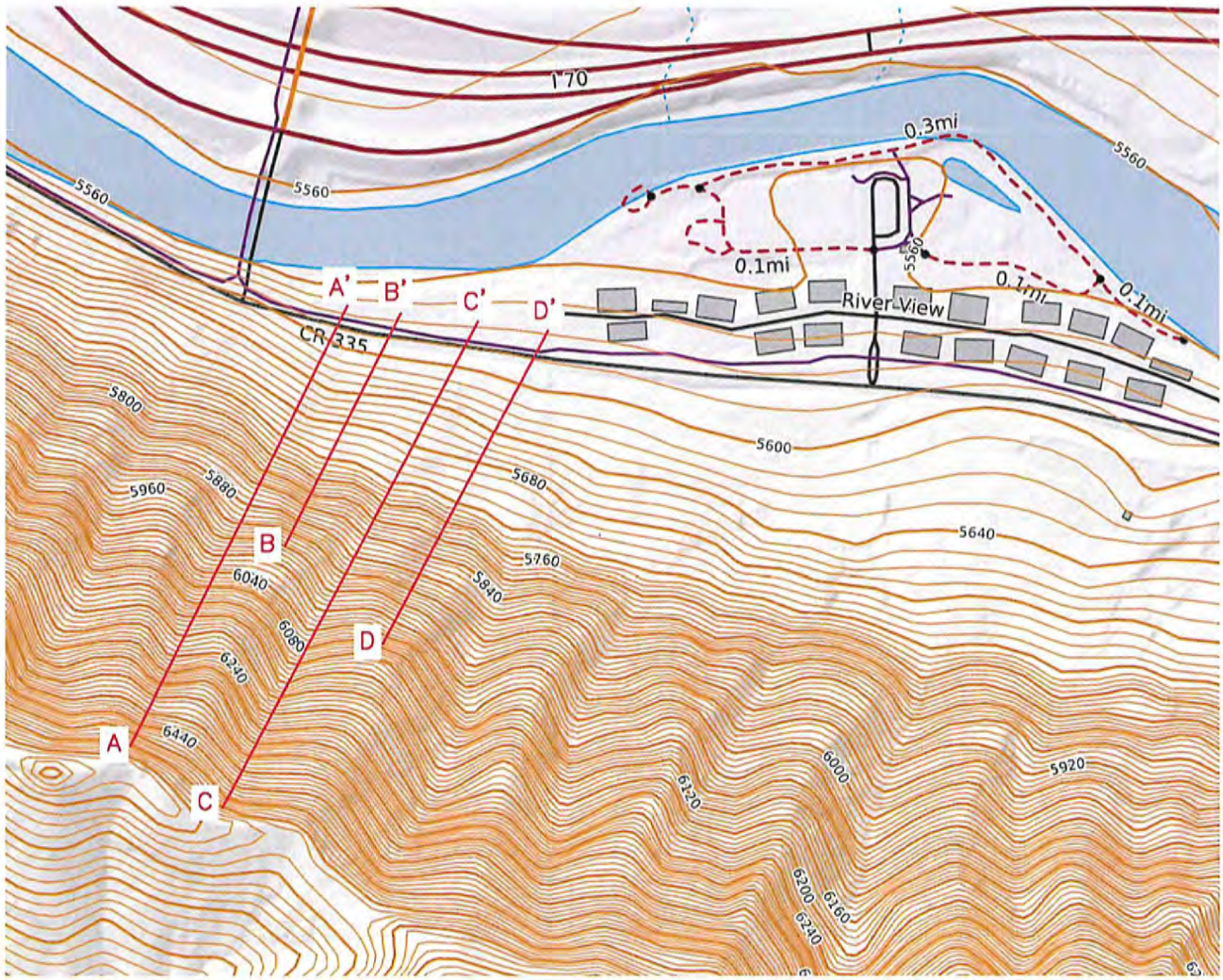
ASPEN BUILT
LOT 1, RIVERSIDE PUD
CTL/T PROJECT NO. GS06837.000-130

Vicinity Map

0 1,000 2,000

SCALE: 1" = 500'

NOTE: TOPOGRAPHY FROM CALTOPO



ASPEN BUILT
LOT 1, RIVERSIDE PUD
CTL/T PROJECT NO. GS06837.000-130

Slope Sections No. 2

Table 1

Results of Rockfall Analysis

Section: A-A' | Section Length: 1360 ft | Rock Density : 165 lb/ft3 | Analysis Point 1: X=1320 (south side of 3-ft high berm) | No. of Rocks Simulated: 100						
Rock Shape	Rock Diameter (ft)	Rock Weight (lb)	Maximum Rock Velocity (ft/sec)	Maximum Bounce Height (ft)	Maximum Kinetic Energy (ft-lb)	Total Rocks Passing Analysis Point
spherical	4	5,529	18.61	1.31	41,494	95
spherical	6	18,661	19.38	1.1	143,817	92
spherical	8	44,234	19.58	1.09	360,821	94
spherical	10	85,394	18.96	1.05	655,970	91

Section: A-A' | Section Length: 1360 ft | Rock Density : 165 lb/ft3 | Analysis Point 2: X=1330 (north side of 3-ft high berm) | No. of Rocks Simulated: 100						
Rock Shape	Rock Diameter (ft)	Rock Weight (lb)	Maximum Rock Velocity (ft/sec)	Maximum Bounce Height (ft)	Maximum Kinetic Energy (ft-lb)	Total Rocks Passing Analysis Point
spherical	4	5,529	NP	NP	NP	0
spherical	6	18,661	NP	NP	NP	0
spherical	8	44,234	NP	NP	NP	0
spherical	10	85,394	NP	NP	NP	0

Section: B-B' | Section Length: 765 ft | Rock Density : 165 lb/ft3 | Analysis Point 1: X=670 (south side of 3-ft high berm) | No. of Rocks Simulated: 100						
Rock Shape	Rock Diameter (ft)	Rock Weight (lb)	Maximum Velocity (ft/sec)	Maximum Bounce Height (ft)	Maximum Kinetic Energy (ft-lb)	Total Rocks Passing Analysis Point
spherical	4	5,529	13.02	0.93	20,126	54
spherical	6	18,661	12.85	0.86	65,814	58
spherical	8	44,234	15.71	0.82	89,804	56
spherical	10	85,394	13.82	1.15	360,213	57

Section: B-B' | Section Length: 765 ft | Rock Density : 165 lb/ft3 | Analysis Point 2: X=680 (north side of 3-ft high berm) | No. of Rocks Simulated: 100						
Rock Shape	Rock Diameter (ft)	Rock Weight (lb)	Maximum Velocity (ft/sec)	Maximum Bounce Height (ft)	Maximum Kinetic Energy (ft-lb)	Total Rocks Passing Analysis Point
spherical	4	5,529	NP	NP	NP	0
spherical	6	18,661	NP	NP	NP	0
spherical	8	44,234	NP	NP	NP	0
spherical	10	85,394	NP	NP	NP	0

*NP indicates no rocks passing analysis point.

Section: C-C' | Section Length: 1555 ft | Rock Density : 165 lb/ft3 | Analysis Point 1: X=1445 (south side of 3-ft high berm) | No. of Rocks Simulated: 100						
Rock Shape	Rock Diameter (ft)	Rock Weight (lb)	Maximum Velocity (ft/sec)	Maximum Bounce Height (ft)	Maximum Kinetic Energy (ft-lb)	Total Rocks Passing Analysis Point
spherical	4	5,529	14.05	0.71	23,485	25
spherical	6	18,661	15.19	0.79	93,736	22
spherical	8	44,234	14.97	0.51	212,933	23
spherical	10	85,394	14.87	0.61	415,809	23

Section: C-C' | Section Length: 1555 ft | Rock Density : 165 lb/ft3 | Analysis Point 2: X=1455 (north side of 3-ft high berm) | No. of Rocks Simulated: 100						
Rock Shape	Rock Diameter (ft)	Rock Weight (lb)	Maximum Velocity (ft/sec)	Maximum Bounce Height (ft)	Maximum Kinetic Energy (ft-lb)	Total Rocks Passing Analysis Point
spherical	4	5,529	NP	NP	NP	0
spherical	6	18,661	NP	NP	NP	0
spherical	8	44,234	NP	NP	NP	0
spherical	10	85,394	NP	NP	NP	0

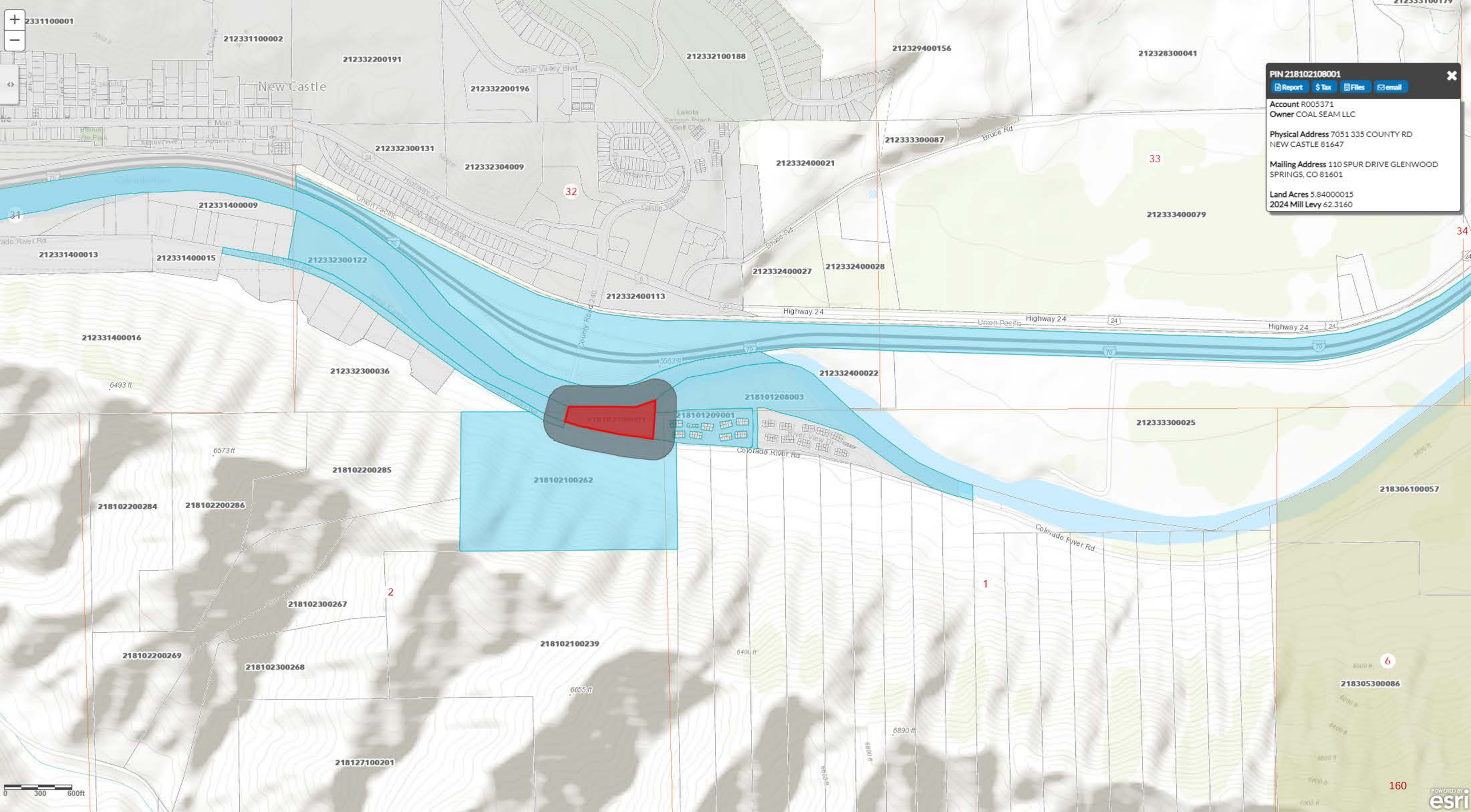
Section: D-D' | Section Length: 980 ft | Rock Density : 165 lb/ft3 | Analysis Point 1: X=920 (south side of 3-ft high berm) | No. of Rocks Simulated: 100						
Rock Shape	Rock Diameter (ft)	Rock Weight (lb)	Maximum Velocity (ft/sec)	Maximum Bounce Height (ft)	Maximum Kinetic Energy (ft-lb)	Total Rocks Passing Analysis Point
spherical	3	5,529	NP	NP	NP	0
spherical	3	18,661	NP	NP	NP	0
spherical	6	44,234	NP	NP	NP	0
spherical	6	85,394	NP	NP	NP	0

Section: D-D' | Section Length: 980 ft | Rock Density : 165 lb/ft3 | Analysis Point 2: X=930 (north side of 3-ft high berm) | No. of Rocks Simulated: 100						
Rock Shape	Rock Diameter (ft)	Rock Weight (lb)	Maximum Velocity (ft/sec)	Maximum Bounce Height (ft)	Maximum Kinetic Energy (ft-lb)	Total Rocks Passing Analysis Point
spherical	3	5,529	NP	NP	NP	0
spherical	3	18,661	NP	NP	NP	0
spherical	6	44,234	NP	NP	NP	0
spherical	6	85,394	NP	NP	NP	0

*NP indicates no rocks passing analysis point.

EXHIBIT I

List of Property Owners Within 250 Feet


PIN 218102108001
Report
$ Tax
Files
email
Account R005371
Owner COAL SEAM LLC
Physical Address 7051 335 COUNTY RD NEW CASTLE 81647
Mailing Address 110 SPUR DRIVE GLENWOOD SPRINGS, CO 81601
Land Acres 5.84000015
2024 Mill Levy 62.3160
New Castle
Castle Valley Blvd
Highway 24
Union Pacific
Bruce Rd
County Rd 240
Colorado River Rd
River View Dr
212331100001
212331100002
212332200191
212332100188
212329400156
212328300041
212332200196
212332300131
212332304009
212333300087
212332400021
212333400079
212331400009
212331400013
212331400015
212332300122
212332400027
212332400028
212332400113
212331400016
212332300036
212332400022
218101208003
218101209001
218101208011
212333300025
218102200285
218102100262
218102200284
218102200286
218306100057
218102300267
218102100239
218102200269
218102300268
218305300086
218127100201
6493 ft
6573 ft
6655 ft
6890 ft
5563 ft
32
33
34
31
2
1
6
160
0
300
600ft

Garfield County, CO

Summary

Account	R005373
Parcel	218101208003
Property Address	, NEW CASTLE, CO 81647
Legal Description	Section: 1 Township: 6 Range: 91 Subdivision: RIVERSIDE PARK SUBDIVISION Lot: 3 19.45 ACRES
Acres	19.45
Land SqFt	0
Tax Area	79
Mill Levy	62.3160
Subdivision	RIVERSIDE PARK SUBDIVISION

View Map

Owner

NEW CASTLE, TOWN OF
PO BOX 90
NEW CASTLE CO 81647-0166

Land

Unit Type	EXEMPT-POLITICAL SD-LAND - 9149 (EXEMPT PROPERTY)
Square Feet	0

Actual Values

Assessed Year	2024	2023	2022	2021	2020
Land Actual	$2,626,450.00	$2,626,450.00	$2,541,730.00	$2,541,730.00	$2,541,730.00
Improvement Actual	$0.00	$0.00	$0.00	$0.00	$0.00
Total Actual	**$2,626,450.00**	**$2,626,450.00**	**$2,541,730.00**	**$2,541,730.00**	**$2,541,730.00**

Assessed Values

Assessed Year	2024	2023	2022	2021	2020
Land Assessed	$732,780.00	$732,780.00	$737,100.00	$737,100.00	$737,100.00
Improvement Assessed	$0.00	$0.00	$0.00	$0.00	$0.00
Total Assessed	**$732,780.00**	**$732,780.00**	**$737,100.00**	**$737,100.00**	**$737,100.00**

Tax History

Tax Year	2023	2022	2021	2020
Taxes Billed	$0.00	$0.00	$0.00	$0.00

Click here to view the tax information for this parcel on the Garfield County Treasurer's website.

Transfers

Sale Date	Deed Type	Reception Number	Book - Page	Sale Price
10/17/2006	AGREEMENT	720637	1911-0042	$0
6/23/2006	AGREEMENT	704854	1834-0249	$0
11/15/2001	CORRECTION WARRANTY DEED	592273	1304-959	$0
12/15/1998	GENERAL WARRANTY DEED	538043	1107-12	$0
7/6/1992	RESOLUTION	437792	0838-0843	$0
1/8/1992	QUIT CLAIM DEED	430653	0821-0336	$0

Property Related Public Documents

Click here to view Property Related Public Documents

No data available for the following modules: Buildings, Photos, Sketches.

Garfield County, CO

Summary

Account	R043111
Parcel	218101209001
Property Address	, NEW CASTLE, CO 81647
Legal Description	Section: 1 Township: 6 Range: 91 Subdivision: RIVER PARK PUD Lot: 2A COMMON ELEMENT
Acres	5.659
Land SqFt	0
Tax Area	78
Mill Levy	115.7790
Subdivision	RIVER PARK PUD

View Map

Owner

RIVER PARK HOMEOWNERS
ASSOCIATION
PO BOX 1530
AVON CO 81620

Land

Unit Type	COMMON INTEREST LAND - 9199 (EXEMPT PROPERTY)
Square Feet	0

Actual Values

Assessed Year	2024	2023	2022	2021	2020
Land Actual	$0.00	$0.00	$0.00	$0.00	$0.00
Improvement Actual	$0.00	$0.00	$0.00	$0.00	$0.00
Total Actual	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Assessed Values

Assessed Year	2024	2023	2022	2021	2020
Land Assessed	$0.00	$0.00	$0.00	$0.00	$0.00
Improvement Assessed	$0.00	$0.00	$0.00	$0.00	$0.00
Total Assessed	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Tax History

Tax Year	2023	2022	2021	2020
Taxes Billed	$0.00	$0.00	$0.00	$0.00

Click here to view the tax information for this parcel on the Garfield County Treasurer's website.

Transfers

Sale Date	Deed Type	Reception Number	Book - Page	Sale Price
4/3/2009	EASEMENT	767223		$0
7/27/2007	CONDO DECLARATION	729621		$0
5/30/2007	CONDO DECLARATION	726905	1943-982	$0
5/30/2007	CONDO DECLARATION	724445	1932-125	$0
2/22/2006	AGREEMENT	692618	1773-648	$0
2/22/2006	AGREEMENT	692616	1773-640	$0
2/18/2006	POWER OF ATTORNEY	693090	1775-693	$0
2/14/2006	POWER OF ATTORNEY	693092	1775-700	$0
2/14/2006	POWER OF ATTORNEY	693091	1775-697	$0
1/13/2006	SPECIAL WARRANTY DEED	690655	1764-700	$0
1/13/2006	SPECIAL WARRANTY DEED	690654	1764-697	$0
7/19/2005	ORDINANCE	692615	1773-540	$0
2/13/2004	QUIT CLAIM DEED	646684	1561-416	$0
11/14/2003	ASSIGNMENT	647121	1563-685	$0
11/14/2003	SPECIAL WARRANTY DEED	641022	1539-306	$0
11/14/2003	WARRANTY DEED	641021	1539-302	$1,050,000
10/29/1999	QUIT CLAIM DEED	554719	1158-313	$0

Garfield County, CO

Summary



Account	R170406
Parcel	218102100262
Property Address	, NEW CASTLE, CO 81647
Legal Description	Section: 2 Township: 6 Range: 91 N2NE LESS THAT PT LYING N OF ROW OF CO RD 335, NW4,PT OF W2SW. EXCEPT A TR CONT 2.050 AC AS DESC IN 1051/290 AKA PORTER EX #1. EXCEPT A TR CONT 35.23 AC AS DESC IN 1112/639 AKA LOT 5 COAL RIDGE ESTATES. EXCEPT A TR CONT 35
Acres	55.88
Land SqFt	0
Tax Area	17
Mill Levy	51.1150
Subdivision	

View Map

Owner

VIGIL, RUBEN & GONZALES VILLEGAS, JUAN
2450 COUNTY ROAD 314
NEW CASTLE CO 81647

Land

Unit Type	35 AC TO L/T 100 AC - 0550 (VACANT LAND)
Square Feet	0

Actual Values

Assessed Year	2024	2023	2022	2021	2020
Land Actual	$105,000.00	$105,000.00	$50,000.00	$50,000.00	$55,000.00
Improvement Actual	$0.00	$0.00	$0.00	$0.00	$0.00
Total Actual	**$105,000.00**	**$105,000.00**	**$50,000.00**	**$50,000.00**	**$55,000.00**

Assessed Values

Assessed Year	2024	2023	2022	2021	2020
Land Assessed	$29,300.00	$29,300.00	$14,500.00	$14,500.00	$15,950.00
Improvement Assessed	$0.00	$0.00	$0.00	$0.00	$0.00
Total Assessed	**$29,300.00**	**$29,300.00**	**$14,500.00**	**$14,500.00**	**$15,950.00**

Tax History

Tax Year	2023	2022	2021	2020
Taxes Billed	$1,497.68	$800.28	$903.64	$896.16

Click here to view the tax information for this parcel on the Garfield County Treasurer's website.

Transfers

Sale Date	Deed Type	Reception Number	Book - Page	Sale Price
12/8/2022	WARRANTY DEED	981937		$285,000
7/20/2018	WARRANTY DEED	909499		$50,000
7/8/2011	WARRANTY DEED	805008		$200,000
6/28/2010	Withdrawal Not Elec and demand Sal	787882		$0
5/28/2010	Notice Election and Demand Sale	787164		$0
9/14/2004	STATEMENT OF AUTHORITY	659887	1623-263	$0
1/22/1999	SPECIAL WARRANTY DEED	539789	1110-0401	$0
12/31/1998	WARRANTY DEED	539151	1110-0403	$0
3/4/1997	RESOLUTION	505385	1011-0046	$0
3/1/1996	WARRANTY DEED	501330	1000-0454	$0
3/1/1996	WARRANTY DEED	500070	0997-0223	$0
3/1/1996	WARRANTY DEED	500069	0997-0221	$0
12/23/1994	BARGAIN AND SALE DEED	472586	0926-0682	$0
12/22/1994	QUIT CLAIM DEED	472583	0926-0674	$0
12/22/1994	QUIT CLAIM DEED	472582	0926-0669	$0
5/24/1994	CORRECTION QUIT CLAIM	468218	0915-0308	$0
7/31/1992	SPECIAL WARRANTY DEED	437884	0839-0044	$0
4/25/1990	CERTIFICATE	412065	0777-0870	$0
12/22/1983	WARRANTY DEED	348469	0641-0080	$0
12/17/1982	WARRANTY DEED	335365	0615-0188	$0
5/20/1937	DEED	128141	0186-0512	$0

Property Related Public Documents

Click here to view Property Related Public Documents

Photos



No data available for the following modules: Buildings, Sketches.

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Garfield County, CO

Summary

Account	R380480
Parcel	212332300122
Property Address	6051 335 COUNTY RD, NEW CASTLE, CO 81647
Legal Description	Section: 32 Township: 5 Range: 90 TR IN NWSW & SWSW BEG.AT PT.ON SLY LINE COLO.RIVER
Acres	3.348
Land SqFt	0
Tax Area	38
Mill Levy	62.2920
Subdivision	

View Map

Owner

NEW CASTLE, TOWN OF
PO BOX 90
NEW CASTLE CO 81647-0166

Land

Unit Type	EXEMPT-POLITICAL SD-LAND - 9149 (EXEMPT PROPERTY)
Square Feet	0

Actual Values

Assessed Year	2024	2023	2022	2021	2020
Land Actual	$18,000.00	$18,000.00	$18,000.00	$18,000.00	$18,000.00
Improvement Actual	$0.00	$0.00	$0.00	$0.00	$0.00
Total Actual	**$18,000.00**	**$18,000.00**	**$18,000.00**	**$18,000.00**	**$18,000.00**

Assessed Values

Assessed Year	2024	2023	2022	2021	2020
Land Assessed	$5,020.00	$5,020.00	$5,220.00	$5,220.00	$5,220.00
Improvement Assessed	$0.00	$0.00	$0.00	$0.00	$0.00
Total Assessed	**$5,020.00**	**$5,020.00**	**$5,220.00**	**$5,220.00**	**$5,220.00**

Tax History

Tax Year	2023	2022	2021	2020
Taxes Billed	$0.00	$0.00	$0.00	$0.00

Click here to view the tax information for this parcel on the Garfield County Treasurer's website.

Transfers

Sale Date	Deed Type	Reception Number	Book - Page	Sale Price
2/5/1992	ORDINANCE		0823-0279	$0

Property Related Public Documents

Click here to view Property Related Public Documents

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Garfield County, CO

Summary

Account	R380267
Parcel	212331300003
Property Address	6350 335 COUNTY RD, NEW CASTLE, CO 81647
Legal Description	Section: 31 Township: 5 Range: 90 TR IN THE N1/4SW STATE ASSESSED
Acres	0
Land SqFt	0
Tax Area	38
Mill Levy	62.2920
Subdivision	

Owner

PUBLIC SERVICE COMPANY OF COLORADO
1225 17TH STREET, SUITE 400
DENVER CO 80202-5534

Actual Values

Assessed Year	2024	2023	2022	2021	2020
Land Actual	$0.00	$0.00	$0.00	$0.00	$0.00
Improvement Actual	$0.00	$0.00	$0.00	$0.00	$0.00
Total Actual	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Assessed Values

Assessed Year	2024	2023	2022	2021	2020
Land Assessed	$0.00	$0.00	$0.00	$0.00	$0.00
Improvement Assessed	$0.00	$0.00	$0.00	$0.00	$0.00
Total Assessed	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Click here to view the tax information for this parcel on the Garfield County Treasurer's website.

Transfers

Sale Date	Deed Type	Reception Number	Book - Page	Sale Price
11/19/2020	STATEMENT OF AUTHORITY	947566		$0
12/5/1994	COURT DECREE		0930-0809	$0
6/1/1994	NOTICE OF LIS PENDENS		0904-0629	$0
9/24/1992	QUIT CLAIM DEED		0842-0487	$0
8/7/1990	Deeds		0785-0544	$0
6/15/1960	Deeds		0328-0431	$0
5/5/1960	COURT DECREE		0328-0369	$0
1/1/1900	Deeds		0186-0512	$0
1/1/1900	Deeds		0160-0185	$0
1/1/1900	Deeds		0160-0171	$0
1/1/1900	Deeds		0108-0155	$0
1/1/1900	Deeds		0091-0165	$0
1/1/1900	Deeds		0035-0544	$0

Property Related Public Documents

Click here to view Property Related Public Documents

No data available for the following modules: Land, Buildings, Tax History, Photos, Sketches.

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EXHIBIT J

CCIOA Policies, Assoc. Declaration, Bylaws

DECLARATION

FOR

COAL SEAM OWNERS ASSOCIATION

DECLARATION FOR
COAL SEAM LLC

THIS DECLARATION FOR COAL SEAM OWNERS ASSOCIATION is made and entered into this 25th day of September, 2025, by Coal Seam, LLC, a Colorado limited liability company (the "Declarant").

Recitals

A. Declarant is the owner of the real property located in the Town of New Castle, Garfield County, State of Colorado identified on attached Exhibit A (the "Property"). The purpose of this Declaration is to create a re-subdivision of Lot 1, Riverside Park P.U.D. ("Project") into two separate lots (Lots 1A and 1B), along with Common Elements, and to set forth the rights, obligations and restrictions of the owners of those re-subdivided lots.

B. The Property is currently vacant, but pursuant to the re-subdivision approval by the Town of New Castle, may be improved with four apartments units (each a "Unit") and a single commercial restaurant Unit, all to be located on Lot 1B. Lot 1A is intended for development as a seventy room motel, with attendant facilities for the service of motel guests and visitors. The Lots shall further be improved with parking spaces and driveways. The functions, activities, physical appearance and other features commonly associated with residential uses hereby are and shall be expressly permitted in the Community (defined below), as more particularly described, provided for and governed herein.

C. This Declaration and the Association (defined below) are being formed to (1) provide for the operation, administration, use, and maintenance of certain common areas and other property as described herein below; (2) to preserve, protect, and enhance the values and amenities of such property; and (3) to promote the health, safety, and welfare of the members of the Association.

D. The Lots and Units are designated on the Plat. The Common Elements are also designated on the Plat.

E. By this Declaration and the Plat, a plan is hereby established for the separate fee simple ownership of the Lots by the Owners as depicted in the Plat.

NOW, THEREFORE, the Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations, and obligations shall be deemed to run with the land comprising the Property and the Community, and shall be a burden and a benefit to the Owners, their lenders, grantees, successors, heirs, executors, administrators, devisees, and assigns.

ARTICLE 1
General Purposes and Declaration

1.1 General Purposes. Declarant is the owner of certain real property described on Exhibit A, according to the Plat defined below. The real property, together with all improvements now or hereafter situated thereon, are hereinafter collectively referred to as the "Project." Declarant intends to develop the Project as a planned community under the name and style of "COAL SEAM ". The planned community hereby created is hereinafter referred to as the "Community". The Community shall contain a maximum of four (4) residential apartment units, a commercial restaurant, and a 71-room hotel.

1.2 Declaration. For the purposes set forth above and herein, the Declarant for itself and its successors and assigns hereby declares that the Community and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, improved, altered, maintained and enjoyed subject to the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations, exceptions, easements, privileges, rights and other provisions hereinafter set forth, for the duration hereof, all of which are declared to be part of, pursuant to, and in furtherance of a common and general plan of development, improvement, enhancement, use, occupancy and enjoyment of the Community, and all of which shall run with the land and be binding upon and inure to the benefit of (i) the Community and every part thereof, (ii) Declarant and its successors and assigns, (iii) the Association and its successors and assigns, (iv) every Member of the Association, and (v) all Owners, Occupants and other Persons having or acquiring any right, title, or interest in or to the Community or any part thereof, including all improvements therein, and their respective heirs, personal representatives, successors and assigns.

ARTICLE 2
Definitions

When used in this Declaration, the following terms shall have the meanings hereinafter specified. If a term is not defined herein, it shall have the meaning ascribed to it in the Master Declaration.

2.1 Allocated Interests. "Allocated Interests" means the Common Expenses liability and the votes in the Association allocated to each Lot, which interests are allocated as follows:

(a) The Common Expenses liability allocated to each Unit as stated on attached Exhibit B. Such percentage is then multiplied by the Common Expenses or the Assessment in question to determine that Lots share thereof. Common Expenses liability of a Lot is determined without reference to the location, value or use of the Lot.

(b) One (1) vote in the Association is allocated to each Lot in the Community.

The Allocated Interests for the Community are specifically set forth on Exhibit B attached hereto and made a part hereof by this reference.

2.2 Articles of Incorporation. "Articles of Incorporation" or "Articles" means the Articles of Incorporation of Coal Seam Owners Association, a not-for-profit corporation, which have been or will be filed with the office of the Secretary of State of the State of Colorado, as the same may be amended from time to time.

2.3 Assessment. "Assessment" means a Regular Assessment, Special Assessment, or Reimbursement Assessment.

2.4 Association. "Association" means the Coal Seam Owners Association, a Colorado nonprofit corporation, its successors and assigns.

2.5 Board of Directors. "Board of Directors" or "Board" means the executive body of the Association.

2.6 Budget. "Budget" means a written itemized estimate of the Common Expenses to be incurred by the Association in performing its functions under this Declaration and adopted by the Board of Directors pursuant to Section 10.7 of this Declaration.

2.7 Building or Buildings. "Building" or "Buildings" means one or more of the structures that may be constructed from time to time on the Property.

2.8 Bylaws. "Bylaws" means the Bylaws of the Association which have been or will be adopted by the Board of Directors of the Association, as the same may be amended from time to time.

2.9 Common Elements. "Common Elements" means all of the Property designated as 'common element' on the attached Plat. Ownership of the Common Elements shall be conveyed to the Association upon the approval and filing of the Plat, and shall include, but are not limited to:

(a) All land designated as Common Element on the Plat, and all improvements, landscaping, fixtures and personal property thereon which may from time to time be owned by the Association, and all common lighting, common utilities (including without limitation the common water, sewer main, water main and storm drainage system), common access driveway, and water features within the Community; and
(b) All easements created or reserved on the Plat, in this Declaration, or in any separate agreement, for the use and benefit of the Association.

2.10 Common Expenses. "Common Expenses" means any expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

2.11 Community. "Community" means the real property described as Coal Seam GPUD according to the Plat together with all improvements and other amenities now or hereafter located

thereon, and together with all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto.

2.12 Declaration. "Declaration" means this Declaration for COAL SEAM, as it may be amended from time to time.

2.13 Governing Documents. “Governing Documents” means the Declaration, the Articles, the Bylaws, the Rules, the Design Guidelines, and the Construction Rules.

2.14 Lot. “Lot” means each of the Lots identified on Exhibit B of the COAL SEAM as depicted and described on the Plat.

2.15 Member. "Member" means each Lot Owner, including the Declarant and any Successor Declarant. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot.

2.16 Occupant. "Occupant" means any person who is a tenant in a Unit pursuant to a lease with the Owner thereof, or any person who is present within the Community as a family member, guest or invitee of an Owner, an Occupant, or the Association.

2.17 Owner. "Owner" means the Person, including Declarant, or, if more than one, all Persons collectively, who hold fee simple title of record to a Lot, including sellers under executory contracts of sale and excluding buyers thereunder.

2.18 Person. "Person" means a natural person, a corporation, a partnership, a limited liability company, an association, a trust, or any other entity or any combination thereof.

2.19 Plat. "Plat" means Coal Seam GPUD Plat, Filing No. _ recorded on _____, 202_, as Reception No. _____ in the Office of the Clerk and Recorder of Garfield County, Colorado, as the Plat may be amended from time to time.

2.20 Regular Assessment. "Regular Assessment" means a charge against each Owner and the Owner's Lot for purposes of covering the annual costs of operating and administering the Association and all other Common Expenses. Regular Assessments are based on a Budget adopted by the Board of Directors in accordance with Section 10.7 below, and are allocated to the Lots in accordance with the Allocated Interests.

2.21 Reimbursement Assessment. "Reimbursement Assessment" means a charge against a particular Owner and the Owner's Lot for the purpose of reimbursing the Association for costs and expenses incurred by the Association in connection with the enforcement of any provision hereof or the remedying of any violation by the Owner or an Occupant of this Declaration or any amendment hereto, the Articles, Bylaws, or Rules and Regulations, or for purposes set forth in the Declaration, pursuant to Section 10.9 hereof, together with late charges and interest as provided for herein. Reimbursement Assessments shall include, without limitation, any Common Expense caused by the misconduct of any Lot Owner or of such Owner's Occupants.

2.22 Rules and Regulations. "Rules and Regulations" means such rules and regulations as may be adopted from time to time by the Board of Directors, as provided in Section 7.3 of this Declaration.

2.23 Special Assessment. "Special Assessment" means a charge against each Owner and the Owner's Lot for purposes of reimbursing the Association for costs and expenses incurred or to be incurred by the Association for the purpose of paying for the construction, reconstruction, repair or replacement of capital improvements within the Community, the costs of which were not included in a Regular Assessment, or for excess reconstruction costs or other extraordinary expenses, or for funding any operating deficit of the Association, as authorized by the Board of Directors from time to time as provided herein.

ARTICLE 3
General Provisions and Restrictions Applicable to the Community

3.1 Intent of Declaration. It is the intention of Declarant to establish and impose a common and general plan for the improvement, development, use and occupancy of the Community, all in order to enhance the value, desirability, and attractiveness of the Community and to promote the marketing, development and enjoyment thereof. Accordingly, Declarant hereby declares that the entire Community shall be owned, held, used occupied, improved, altered, maintained, conveyed, leased, encumbered and enjoyed subject to the covenants, conditions, restrictions, reservations, easements, rights and other provisions contained in this Declaration.

3.2 Description of a Lot. Every contract for sale, deed, lease, security interest and every other legal document or instrument shall legally describe a Lot as follows:

> Lot _____, COAL SEAM , according to the Declaration for COAL SEAM , recorded as Reception No. _____ on April 29, 2024 and according to the Plat recorded as Reception No. _____ recorded on _____, 202_ in the Office of the Clerk and Recorder of Garfield County, Colorado.

Such description shall be legally sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect the Lot and its appurtenances, including all improvements thereon, and to incorporate all of the rights, interests, obligations, restrictions and burdens appurtenant or incident to ownership of a Lot as set forth in this Declaration and the Plat. Each such description shall be construed to include a non-exclusive easement over the Common Elements for appropriate ingress and egress to and from each Lot, and a non-exclusive right to use and enjoy the Common Elements subject to all applicable provisions of this Declaration.

3.3 No Partition or Subdivision. Common Elements shall be owned by the Association as herein provided and shall remain undivided, and no Owner or other Person shall bring any action for partition or division of the Common Elements.

3.4 Separate Assessment. Declarant shall give written notice to the Assessor of Garfield County, Colorado requesting that the Lots be separately assessed and taxed and that the total value of the Common Elements be assessed and taxed proportionately in accordance with the allocated Common Expense liability of each Lot. After this Declaration has been recorded in the Project records of Garfield County, Colorado, Declarant shall deliver a copy of this Declaration as recorded to the Assessor of Garfield County, Colorado.

3.5 Mechanic's Liens.

(a) If any Owner shall cause or permit any material to be furnished to such Owner's Lot or any labor or services to be performed thereon, no Owner of any other Lot shall be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done and such Owner shall be solely responsible to contractors, laborers, materialmen and other Persons furnishing labor, services or materials to such Owner's Lot. Nothing herein contained shall authorize any Owner or any Person dealing through, with or under any Owner to charge the Common Elements or any Lot other than that of such Owner with any mechanic's or materialmen's lien or other lien or encumbrance whatsoever. Notice is hereby given that the right and power to charge any lien or encumbrance of any kind against the Common Elements or against any Owner or any Owner's Lot for work done or materials furnished to any other Owner's Lot is hereby expressly denied.

(b) If, because of any act or omission of any Owner, any mechanic's or materialmen's lien or other lien or order for the payment of money shall be filed against any of the Common Elements or against any other Owner's Lot or against any other Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose or which act or omission forms the basis for such lien or order shall, at such Owner's own cost and expense, cause such lien or order to be canceled or bonded over in an amount and by a surety company reasonably acceptable to the party or parties affected by such lien or order within twenty (20) days after the filing thereof, and further such Owner shall indemnify and save harmless all such parties affected from and against any and all costs, expenses, claims, losses or damages, including reasonable attorneys' fees resulting therefrom.

3.6 Additions, Alterations or Improvements. No additions, alterations, changes or improvements shall be constructed, made, done or permitted to any Lot by any Owner, Occupant, or employee or agent thereof, without the prior written approval of the Board of Directors. Without limiting the generality of the foregoing, the restrictions shall apply to and include (i) alteration or change of any structural elements of any Building on any Lot, including the roof, (ii) painting or other alteration or change of the exterior of a Building, including doors and windows, or (iii) addition, alteration, change or removal of any landscaping, parking or hardscape utilized in any landscaping within a Lot. The foregoing restrictions shall not apply to nonstructural additions, alterations, changes or improvements to the interior of a Building, that are not visible from outside the Building, and that are in compliance with all applicable laws, ordinances, regulations and codes. Except for alterations to the Lots which have received the prior written approval of the Board of

Directors of the Association, no Owner or Occupant shall have any right to alter, change or improve in any way the Lots or any part thereof.

If an Owner applies for approval to modify the exterior of a Building, the Board of Directors shall exercise its best judgment to the end that all modifications conform to and harmonize with neighboring structures. The Board of Directors shall have the absolute right to deny any requested changes which the Board of Directors reasonably determines do not conform to and harmonize with neighboring structures.

3.7 Maintenance of the Community. All property within the Community, including without limitation the Units, Common Elements and Lots shall be kept and maintained in a clean and attractive condition and in good order, condition and repair.

(a) **Association Maintenance Responsibilities.** The Association shall be responsible for (iii) maintaining (including snowplowing), repairing, and altering and improving when necessary or desirable, all Common Elements, including landscaping, irrigation and drainage systems, sewer system, storm drainage system, water features, streets, roads, driveways, parking areas, sidewalks, walkways, pathways, and common lighting and utilities, (iv) maintaining and repairing common utility lines to their connection with individual Lot service lines, including the utilities located within the Utility and Fire Suppression Easement. No individual Lot Owner shall have any right to do any of such things without the express prior written consent of the Board of Directors. The Association shall have the sole discretion to determine the time and manner in which the above-described maintenance and improvements shall be performed, as well as the color or type of materials used.

If the need for such maintenance or repair results from the willful or negligent act of or from damage or destruction caused by an Owner or Occupant, the Board of Directors shall have the right to perform such maintenance or repair and to levy and collect a Reimbursement Assessment upon the Owner and the Owner's Lot for the costs and expenses incurred by the Association in connection therewith. The costs of maintenance and repair of improvements located on the Lots, other than the Units shall be charged to the Owners of such Lots.

(b) **Owner Maintenance Responsibilities.** Each Owner shall be responsible for maintaining, repairing and improving as necessary all exterior and interior elements and features of the Buildings located on Owner's Lot. In addition, each Owner shall be responsible for any damage to other Lot or Common Elements resulting from the Owner's failure to perform or negligent performance of the Owner's maintenance and repair responsibilities as set forth herein. Each Owner shall perform the Owner's maintenance and repair responsibilities in such manner as shall not unreasonably disturb or interfere with other Owners or Occupants.

If an Owner fails to perform any such maintenance or repair obligations within 30 days following receipt of a written notice from the Board of Directors requesting the same, the Board of Directors shall have the right to enter upon the Unit of the Owner to perform such obligations on the Owner's behalf and to levy and collect a Reimbursement Assessment upon the Owner and the Owner's Lot for the costs and expenses incurred by the Association in connection therewith.

(c) **Standard of Care**. The Association and the individual Lot Owners shall each use a reasonable standard of care in performing their respective maintenance, repair and upkeep responsibilities so that the entire Community will reflect a pride of ownership. All repairs and replacements within the Community shall be substantially similar to the original construction and craftsmanship and shall be of first-class quality.

(d) **Emergency Maintenance and Repair**. Notwithstanding any other provisions of this Section 3.7, in the event of an emergency or the sudden occurrence of unanticipated conditions which threaten the health, safety or physical well-being of persons or property within the Community, the Board of Directors shall have the authority (without any notice being required) to take whatever remedial action and to undertake such maintenance, repairs and improvements as may be necessary anywhere in the Community to protect persons and property.

(e) **Maintenance Easements**. The Association and the Board of Directors and their respective agents, employees and contractors are hereby granted perpetual, nonexclusive easements to enter the Buildings and upon the Lots as may be necessary or appropriate to perform the maintenance, repair and improvement responsibilities and rights described in this Section 3.7.

3.8 Compliance with Laws. No Owner or Occupant shall do any act or cause or permit anything to be done or kept on its Lot, or any Common Elements which would be in violation of any federal, state, city or other law, ordinance, regulation or code of any governmental body having jurisdiction, or of any rule or regulation promulgated by the Association, or of any provision of this Declaration, or which would result in the increase of, or cancellation of, insurance maintained by the Association.

3.9 Residential Use. Each Residential Unit shall be occupied and used only for single-family residential purposes. No business, professional or other non-residential or commercial use shall be made of any Unit or conducted in any Unit, excepting in-home businesses or occupations which do not involve employees other than Owners, the solicitation or invitation of the general public, or the services of customers, and which activities are conducted entirely within the Unit and do not cause any additional traffic or parking within the Community or otherwise create a nuisance for neighboring Units or the Community.

3.10 Unsightliness. Decks, patios, balconies, porches, and Lots shall not be used for storage of personal property of any kind, and nothing shall be placed on or in windows or doors or

otherwise on the exterior of Units which create an unsightly appearance. Sporting equipment (e.g., skis, snowboards, bikes, mountain bikes, kayaks, children's toys, etc.), must be stored completely inside the Unit and shall not be allowed to remain outside except when in actual use. No laundry or wash shall be dried or hung outside anywhere within the Community.

3.11 Association Landscaping & Fencing. All landscaping on the Lots shall be the responsibility of the respective Lot Owner, subject to the approval of the Association. No Owner or Occupant shall perform any landscaping activities within the Community (other than the planting, grooming or removal of grass, trees, bushes or other vegetation, or the planting or tending of gardens) without the express prior written approval of the Board of Directors. Fences are not allowed unless permission to install a fence is approved in writing by the Board of Directors prior to installation.

3.12 Right of Entry. During reasonable hours and upon reasonable notice to the Owner or Occupant of a Unit, any member of the Board of Directors, and any authorized representative thereof, shall have the right to enter upon and inspect any Unit, except for any Unit that is in fact occupied (which shall require the permission of the occupant except in the case of emergency, as provided in Section 5.4 below), for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with and such individuals shall not be deemed guilty of trespass by reason of such entry.

3.13 Insurance Risks. No Lot or Unit may be used for any use which would constitute an unusual fire hazard, would result in jeopardizing any insurance maintained on any part of the Community or would result in any increase in the premium for that insurance.

3.14 Nuisance. No Unit, Common Element or Lot may be used for any use (i) constituting a public or private nuisance; (ii) consisting of the manufacture of any product; or (iii) which causes undue odor, noise, vibration or glare, including, without limitation, the use of any equipment or machine. No audio system in a Unit or on a Lot may be operated in a manner that is audible from within any other Unit or Lot.

3.15 Parking.

(a) All vehicles and motorcycles must be parked in the assigned stalls labeled and signed "For Residents Only".

(b) While the Association may have access to parking spaces in a parking lot in the Community or adjacent to the Community, such parking spaces will allow overnight parking without the prior approval from the Board or the Managing Agent. All vehicles parked overnight in any Community parking lot must display a signed placard with the dates such parking is allowed signed by the Managing Agent or a member of the Board. The Association may promulgate additional parking rules as it determines necessary.

(c) It is prohibited to park inoperable vehicles, RV, trailers, vehicles over seven feet in height or over 22 feet in length in any parking space.

3.16 Signs and Exterior Decorations. No signs of any kind shall be displayed to the public view on or from any portion of a Unit or Lot without first obtaining the written approval of the Board. The size, number, design and location of such signs requiring approval shall be approved by the Board. No exterior decorations that are visible for public view from outside the Unit will be allowed without first obtaining the written approval of the Board. American flags and service flags are allowed to the extent provided by Colorado and federal law, however, the Board may adopt reasonable rules and regulations regarding the size and manner of display of flags.

3.17 Overloading. A Unit may not be used for any use beyond the maximum loads the floors of the Project are designed to carry and no apparatus, equipment, fixtures or other property of any nature may be located within the Unit if the same, singularly or in the aggregate, would violate the maximum loads that the structural flooring in the Project is designed to support.

3.18 Animals and Pets. No animals, livestock, insects, rodents, poultry, reptiles, birds or other pets may be kept within the Buildings, Units or Common Elements.

3.19 Trash. No trash, ashes, building materials, firewood or other unsightly items should be thrown, dumped or stored on the Project, except as designated by the Association. There shall be no burning or other disposal of refuse out of doors. Each Owner shall use the trash receptacle provided to such Owner for the temporary storage of refuse. The Association shall arrange for trash pick-up for the entire Community. Trash receptacles may only be placed in designated community trash locations or arranged by the Association for trash removal between the hours of 6 a.m. and 7 p.m.

3.20 Design Guidelines and Construction Rules and Regulations. All Owners and contractors shall comply with the design guidelines and construction-related rules and regulations regulating any construction activities adopted by the Board of Directors. Such regulations may affect, without limitation, the following: trash and debris removal; restoration of damaged property; conduct and behavior of contractors, subcontractors and Owners' representatives on the Project at any time; fire protection; completion and compliance deposit; schedule; inspection(s); and reimbursement to the Association for professional fees related to approval of any construction activities, as deemed reasonably necessary by the Board.

3.21 Antennae. Except for equipment within easements authorized herein below, above, no exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted on a Lot without first obtaining the written consent of the Board. The Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for the Community.

3.22 Outside Burning. There shall be no exterior fires, including barbecues, without prior written approval of the Board. No Owner shall permit any condition upon a Lot which creates a fire hazard or is in violation of fire prevention regulations.

3.23 Leasing. If an Owner leases a Unit, the Owner shall be liable for any violation of the Association Documents committed by the Owner's tenant. The Owner shall have the right to obtain reimbursement from the tenant for any sums paid by the Owner on behalf of the tenant. Any lease of a Unit must be in writing and must state that it is subject to the requirements of the Association Documents. Any lease of a Unit must contain compatible use and activity restrictions as are provided for in the Association Documents.

3.24 Window Coverings; Windows and Glass Doors. The back or window-side of all window coverings consisting of drapes, curtains and blinds must be backed with a dark brown, taupe, dark-grey or black material. The material must be a solid color, no patterns are permitted. Each Unit shall have interior window coverings at all times. Each Owner shall maintain, repair and replace, at such Owner's sole cost and expense, window coverings in accordance with the Rules and Regulations. No exterior windows or glass doors within the Units may have any reflective or tinted substance placed on them. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door, and all glass doors must be approved by the Board in writing prior to installation.

3.25 Recreational Equipment. No bicycles, tricycles, skateboards, roller blades or other types of wheeled, non-motorized vehicles, skis, ski boots and ski equipment (collectively, the "Equipment") may be left on or placed on any Common Element or on the Lot. All Equipment must be stored within a Unit.

3.26 Barbecue Grills. No grills of any kind may be on balconies or any of the Common Elements. Unit Owners may place propane or gas grills on exterior ground level patios or decks. No charcoal grills are permitted.

3.27 Prohibition on Marijuana. It is prohibited to smoke, sell, grow, or manufacture marijuana, cannabis and/or products derived therefrom for the purposes of medicinal or recreational use in the Community. The provisions of this paragraph shall not ever be amended without the written consent of Declarant and without regard to whether the Declarant owns any portion of the Property at the time of the amendment.

3.28 Use of Limited Common Element Patios. It is prohibited to use patios and/or decks as outside storage. Only appropriate exterior furniture and approved grills may be located thereon.

3.29 Use of Limited Common Element Crawl Space. No Owner shall allow any change to a crawl space unless such change has been approved in writing by the Board prior to such change. The Owners acknowledge that the Utility and Fire Suppression Easement is accessed through the crawl space. No Owner shall allow any obstruction of access to the Utility and Fire Suppression Easement. Crawl spaces may be only used for storage of non-hazardous materials.

3.30 Health, Safety and Welfare, Rules and Regulations. In the event any uses, occupancies, activities, and facilities within the Community are deemed by the Board of Directors to be an unreasonable annoyance or nuisance, or to adversely affect the health, safety or welfare of Owners or Occupants, the Board of Directors may adopt reasonable Rules and Regulations of general application in order to appropriately restrict and regulate such uses, occupancies, activities or facilities within the Community. Such Rules and Regulations shall be consistent with the purposes and provisions of this Declaration.

ARTICLE 4
Declarant's Reserved Rights

4.1 Declarant's Rights. Declarant hereby expressly reserves to itself and its successors and assigns the following described rights, which include development rights and special Declarant rights, any one or more of which rights may be exercised, in the sole and absolute discretion of Declarant, at any time and from time to time during the period commencing upon the recording of this Declaration in the County and ending on the date of termination of such rights established under Section 4.3 below. It is expressly understood that Declarant shall not be obligated to exercise any one of these reserved rights.

Except as limited by this Article 4, such reserved rights may be exercised upon or in connection with all or any portion of the Community described on attached Exhibit A. Such rights may be exercised with respect to different parcels of the Project at different times, and in connection therewith Declarant hereby states that (i) no assurances are made regarding the boundaries of the different Lots or Units or with respect to the order in which such Lots or Units may be subjected to the exercise of these reserved rights, even if a reference to a phase or phasing appears in a legal description, Plat, P.U.D. Agreement or other agreement relating to the Project, and (ii) if a particular reserved right is exercised in any portion of the Project subject to that reserved right, that reserved right is not required to be exercised in all or any portion of the remainder of that Project.

The reserved rights hereinafter set forth may not be amended, modified, terminated or otherwise altered in any way without the express prior written consent of Declarant. All conveyances of Units and other portions of the Community hereafter made, whether by Declarant or otherwise, shall be deemed and construed to reserve to Declarant and/or to grant to Declarant all of the rights reserved by and to Declarant in this Article 4, even though no specific reference to such rights appears in the conveyancing instruments. Nothing in this Article 4 shall limit or impair any legal rights that Declarant may have independent of these reserved rights, or any other rights granted or reserved to Declarant by other provisions of this Declaration.

The following rights are hereby reserved to Declarant and its successors and assigns:

(a) *Sales, Marketing and Management.* The right to construct, locate or operate, and to maintain upon, and to remove from, any portion of the Community (including Lots or Units) owned by Declarant, and/or the Common Elements, in the discretion of

Declarant, and in such number, size and location as may be reasonably required by Declarant in connection with the completion of improvements, the management of the development, and/or the promotion, marketing, sale or rental of Lots or Units, the following:

(i) Sales offices, management offices and/or construction offices, and structures containing or relating to the same. Such offices to the extent they are not situated upon a Lot or in a Unit, are hereby declared to be personal property and shall in any case be removable by Declarant or its successors or assigns promptly upon the Declarant or its successors or assigns ceasing to be a Unit Owner.

(ii) Signs identifying and advertising the Community and the Lots/Units therein, or relating to development or construction thereon.

(iii) Model Units.

(iv) Parking areas and facilities, and lighting, necessary or desirable in the marketing of the Community and the Lots/Units to prospective Owners.

(v) Employees in offices; equipment, vehicles; and marketing and construction materials together with the right to attract, invite or bring prospective purchasers of Lots/Units into the Community at all times.

(b) *Merger.* The right to merge or consolidate the Community with another common interest community of the same form of ownership.

(c) *Declarant Control of Association.* The right to appoint or remove any member of the Board of Directors or officer of the Association, as more specifically set forth in Section 7.6 below, but only for and during the "Period of Declarant Control of Association" as defined in Section 7.6.

(d) *Withdrawal Rights and Procedures.* The right at any time and from time to time to withdraw from the Community any Declarant owned Lots/Units or Common Elements.

Withdrawal shall be accomplished by the recording by Declarant of an amendment to this Declaration and an amendment to the Plat. Upon the recording of such amendments, the withdrawn Lots/Units and/or Common Elements shall no longer be part of the Community or subject to this Declaration in any way.

Each Declarant owned Lot/Unit, and each Declarant owned Common Element, is hereby described and declared to be a separate portion of Project that is subject to this right of withdrawal, and Declarant expressly reserves the right to withdraw one or more Declarant owned Units and/or all or a portion of any Declarant owned Common Element from the Community, and to vacate any platted easements thereon. Once a Lot/Unit has been

conveyed to a Unit Owner other than Declarant, that portion of the Project is no longer subject to this right of withdrawal. Likewise, once a Common Element has been conveyed to the Association, that portion of the Project is no longer subject to this right of withdrawal.

The withdrawn property shall be subject to whatever easements, if any, may be essential for access or utility service to, or operation or management or use or enjoyment of, the Community or any part thereof. Similarly, the owner(s) of the withdrawn property shall have whatever easements, if any, are reasonably necessary for access or utility service to or for use or enjoyment of the withdrawn property over and across the Common Elements within the Community. At the time any withdrawal of Project is accomplished, Declarant shall record whatever documents are necessary to establish such reciprocal easements in the Garfield County records.

In the event any real property is withdrawn from the Community as provided herein, the definitions used in this Declaration shall be automatically contracted to encompass and refer to the Community as contracted, e.g., "Community" shall mean the real property described herein minus any real property withdrawn therefrom; similarly, "Common Elements", “Lots”, and "Units" shall mean and include those areas as described herein less those so designated on any amendment to a Declaration or Plat relating to any real property which is withdrawn pursuant to this Article 4. References to this Declaration shall mean this Declaration as so amended.

The recording of amendments to the Declaration and Plat which reallocate the allocated Interests in the Community shall automatically:

(i) Vest in each existing Unit Owner the reallocated Allocated Interests appurtenant to the Owner's Lot and Unit; and

(ii) Vest in each existing Mortgagee a perfected security interest in the reallocated Allocated Interests appurtenant to the encumbered Lot or Unit.

(e) *Other Reserved Development Rights.* The right with respect to all or any Declarant owned portion of the Community (including the Units) to (a) create Common Elements; (b) create additional Lots and Units; (c) subdivide Lots and Units as set forth in Section 4.7 above; (d) combine Units; (e) convert Lots or Units or portions of Lots or Units into Common Elements; and (f) convert Common Elements or portions of Common Elements into Lots/Units.

4.2 Transfer of Declarant’s Reserved Rights. Any one or more rights created or reserved under this Article 4 for the benefit of Declarant, specifically including without limitation the right to subdivide a Lot, Unit and Common Elements and to record a Reallocation Amendment in connection therewith, may be transferred to any Person by an instrument describing the right or rights transferred and recorded in Garfield County. Such instrument shall be executed by the transferor Declarant and the transferee. The provisions of Section 38-33.3-304 of the Act shall apply to any transfer of Declarant's reserved rights.

4.3 Termination of Declarant's Reserved Rights. With the exception of Declarant's right to appoint or remove Executive Board members and officers of the Association, which is addressed in Section 7.6 below, the rights reserved to Declarant in this Article 4 shall automatically terminate and expire upon the first to occur of (i) the date which is thirty (30) years after the recording of this Declaration, or (ii) Declarant's relinquishment and surrender of such rights by recorded instrument. Declarant may from time to time relinquish and surrender one or more but less than all of the reserved rights, in which event the unrelinquished reserved rights shall remain fully valid and effective for the remainder of the term thereof. The Association may extend the time period for exercise of a development right, or reinstate a lapsed development right, subject to whatever terms, conditions and limitations the Association may impose on the subsequent exercise of the development right. The extension or renewal of a development right and any terms, conditions and limitations shall be included in an amendment executed by Declarant or the owner of the real estate subject to the development right and the Association.

ARTICLE 5
Easements

5.1 Easements for Incidental Encroachments. If any portion of a Building encroaches upon a Common Element, including any future encroachments arising or resulting from the repair or reconstruction of a Building subsequent to its damage, destruction or condemnation, a valid easement on the surface and for subsurface support below such surface and for the maintenance of same, so long as it stands, shall and does exist for such incidental encroachment. In addition, there is hereby created, granted and reserved to each Owner a non-exclusive easement over, upon and beneath the Common Elements and the Units of other Owners for the horizontal and lateral support of each Owner's Unit.

5.2 Association Utility Easement over Common Elements. There is hereby created, granted and reserved to the Association, its agents, employees, service providers, and assigns a perpetual, non-exclusive easement over, across, upon and under the Common Elements for construction, installation, operation, maintenance, repair, removal and replacement of utilities and utility lines, pipes, wires, circuits, conduits, meters, fire sprinkler systems, facilities and systems for the benefit of the Community or any part thereof, including but not limited to water, sewer, gas, telephone, electricity, cable TV and other common TV and communication systems, if any, together with an easement for access, ingress and egress to accomplish such purposes. The Association or other Person exercising such utility easement rights shall be obligated to restore, reseed, replant and re-landscape the surface of any disturbed area to as close to its original condition as possible, as promptly as possible following completion of any utility work.

5.3 Association Common Utility Easement within Lots and Units. There is hereby created, granted and reserved to the Association, its agents, employees, service provides, and assigns a perpetual, nonexclusive easement along the course of all utility lines (including lines for the master fire sprinkler system in each building) that may exist from time to time within the Lots and Units and that serve more than one Lot or Unit, for the operation, maintenance, repair, removal and replacement of such common utility lines, together with an easement for access, ingress and egress

over the Lots and Units to accomplish such purposes. The Association or other Person or entity exercising such utility easement rights shall be obligated to repair any damage occasioned by the exercise of such rights.

5.4 Association Administrative Easement over Common Elements. There is hereby created, granted and reserved to the Association, its agents, employees and assigns, a perpetual, nonexclusive easement over, across, upon and under the Common Elements and a right to use the Common Elements for purposes of enabling the Association to perform its various responsibilities and to exercise its various rights under this Declaration.

5.5 Association Easement Upon Lots for Maintenance, Repair and Emergencies. There is hereby created, granted and reserved to the Association, its agents, employees and assigns, a perpetual, non-exclusive easement and right to enter upon and in all Lots as necessary for the performance of the Association's rights and responsibilities under this Declaration (including the exercise of the Association's common utility easement rights) and for the making of emergency repairs or reconstruction to the Buildings, the Lots, and/or the Common Elements. For routine maintenance and non-emergency repairs (including routine maintenance and repair of common utility lines within the Lot, including lines for each Building's fire sprinkler system), entry to a Lot or Unit shall be made only on a regular business day during regular business hours, after giving at least one day's notice in writing to the Owner or Occupant. In case of emergency, where there is an imminent threat of damage or injury to person or property, entry shall be made at any time provided that a reasonable effort is made, under the circumstances, to give notice of such intended entry. The Board of Directors is hereby granted the authority to use such reasonable force as may be necessary under the circumstances to gain entry into a Unit in case of an emergency, if no other reasonable means of entry is available. The Association shall be responsible for the cost and expense of repairing all damages to property occurring as a result of such forcible entry, which costs shall be considered Common Expenses, unless the emergency and damage results from the willful act or negligence of an Owner or Occupant, in which event such Owner shall be solely responsible for the costs of repairing/restoring such damage. These costs can be levied, assessed and collected by the Board of Directors as a Reimbursement Assessment pursuant to the provisions of this Declaration.

5.6 Declarant Easement over Common Elements. There is hereby created, granted and reserved to Declarant and its successors and assigns a non-exclusive easement over, across, upon and under all Common Elements (including without limitation all easements benefitting the Association), including a right of access, ingress and egress thereto, and a right to use such Common Elements, and each and every part thereof, for all purposes reasonably related to (a) Declarant's development, improvement, maintenance, management, marketing and sale of the Community and all portions thereof, and/or (b) Declarant's exercise and implementation of the rights reserved to Declarant under this Declaration, and/or (c) the discharge by Declarant of any of its obligations under this Declaration or any other Declarant obligations relating to the Community. Declarant's rights with respect to this easement shall terminate upon the first to occur of(i) the date which is thirty (30) years after the recording of this Declaration, or (ii) Declarant's relinquishment of all or a portion of this easement right by recorded instrument.

5.7 Blanket Emergency Services Easement. There is hereby created, granted and reserved for the use and benefit of all police, sheriff, fire protection, ambulance and other similar emergency agencies or Persons, now or hereafter serving the Community and its Owners and Occupants, a perpetual, non-exclusive blanket Emergency Services Easement over, upon, along and across all properties and areas within the Community, for use in the lawful performance of their duties.

5.8 Utility and Fire Suppression Easement. There is hereby created, granted and reserved to the Association, its agents, employees, service provides, and assigns a perpetual, nonexclusive easement in each crawl space for the installation, removal, maintenance, repair and replacement of utilities, including but not limited to, domestic water, gas, electric, sprinkler and CAT 5 cable, together with an easement for access, ingress and egress over the Lots to accomplish such purposes. The Association or other Person or entity exercising such utility easement rights shall be obligated to repair any damage occasioned by the exercise of such rights. No Owner shall allow any obstruction of access to this easement.

5.9 Easements Deemed Created. All conveyances of Lots hereafter made, shall be deemed and construed to grant and reserve all of the easements referred to in this Article 5 and elsewhere in this Declaration, even though no specific reference to such easements appears in the conveyancing instruments.

5.10 Recorded Easements and Licenses. In addition to the easements described in this Article 5 and elsewhere in this Declaration, any recorded easements and licenses appurtenant to or included in the Community are made a part hereof by this reference, including, but not limited to those encumbrances listed on attached Exhibit C.

ARTICLE 6
Common Elements

6.1 Use and Enjoyment of Common Elements. Each Owner shall have the nonexclusive right to use and enjoy the Common Elements in common with all other Owners (a) for all purposes for which such Common Elements were established, and (b) as required for purposes of access and ingress to and egress from (and use, occupancy and enjoyment of) any Lot owned by the Owner or Common Elements available for the Owner's use. This right to use and enjoy the Common Elements shall extend to each Owner, Occupant, and the family members, guests and invitees of each Owner, and shall be appurtenant to each Lot, subject at all times to the provisions of this Declaration, the Articles and Bylaws, and any Rules and Regulations adopted by the Board of Directors from time to time. No Owner or Occupant shall place any structure or improvement whatsoever upon the Common Elements, nor shall any Owner or Occupant engage in any activity which will temporarily or permanently impair free and unobstructed access to or use of all parts of the Common Element by all Owners and by the Association.

6.2 Association may Regulate Use of Common Elements. The Association, acting through the Board of Directors, shall have the right and authority to regulate the use of the Common Elements by the promulgation, enforcement and interpretation from time to time of such Rules and Regulations relating thereto as the Association considers necessary or appropriate for the protection and preservation of the Common Elements and the enhancement of the use and enjoyment thereof by the Owners and Occupants.

6.3 Association to Maintain and Improve Common Elements. The Association, its agents and employees, shall maintain, snowplow as necessary, and otherwise manage the Common Elements and the exterior Lots, including, but not limited to, any improvements, landscaping, water features, streets, parking areas, sidewalks, walkways, common utilities, and recreational and other facilities located thereon. The Association shall construct, alter and remove such improvements and landscaping upon the Common Elements as the Association in its discretion considers necessary, desirable or appropriate from time to time, and shall do all such other and further acts which the Board of Directors deems necessary or appropriate to preserve, protect and enhance the Common Elements and the beauty thereof in accordance with the general objectives for the Community reflected in this Declaration.

6.4 Owner Liability for Owner or Occupant Damage to Common Elements. Each Owner shall be liable to the Association for any damage to Common Elements, the Lots, or for any expense, loss or liability suffered or incurred by the Association in connection with the Common Elements or Lots arising from (a) the negligence or willful misconduct of such Owner or of any Occupant, agent, employee, family member, guest or invitee of such Owner, or (b) any violation by such Owner or any Occupant, agent, employee, family member, guest or invitee of such Owner of any law, regulation, or code, including without limitation any environmental law, or of any provisions of this Declaration, or the Rules and Regulations relating to the Common Elements. Each Owner shall indemnify, defend and hold the Association harmless from any loss, damage, expense or liability arising from the circumstances described in subsections (a) or (b) immediately above. The Association shall have the power to levy and collect a Reimbursement Assessment against an Owner to recover the costs, expenses, damages, losses or liabilities incurred by the Association as a consequence of any such negligence, willful misconduct or violations by the Owner or the Owner's Occupant.

6.5 Damage or Destruction to Common Elements. In the event of damage to or destruction of the Common Elements or the Lots, including improvements thereon, by fire or other casualty, the Association shall repair or replace the same in accordance with the provisions of Section 8.2 below. Repair, reconstruction, or replacement of Common Elements shall be accomplished under such contracting and bidding procedures as the Association shall determine are appropriate. If insurance proceeds available to the Association on account of damage or destruction exceed the cost of repair, reconstruction, and replacement, the Association may use the same for future maintenance, repair, improvement, and operation of Common Elements or for any other use deemed appropriate by the Board of Directors. Damage to any personal property within a Lot shall be the responsibility of the Owner(s) of the Lot(s).

6.6 Condemnation of Common Elements. If any Common Element or part thereof or interest therein is taken under exercise of the power of eminent domain or by purchase in lieu thereof, the portion of any award in condemnation or the price payable for the deed in lieu that is attributable to the Common Element taken or purchased shall be paid to the Association. The Association shall

have the exclusive right to participate in such condemnation proceedings and to represent the interests of all Owners and Occupants and other Persons therein. Any award or funds received by the Association shall be held by the Association for the purposes stated in Section 6.5 above or as a reserve for future maintenance, repair, reconstruction, or replacement of Common Elements or may be used for improvements or additions to or operation of Common Elements or for such other uses as may be deemed appropriate by the Board of Directors. Except as may otherwise be provided by the Act, no Owner or other Person shall be entitled to participate as a party or otherwise in any condemnation proceedings nor to receive any proceeds therefrom.

6.7 Title to Common Elements upon Dissolution of Association. In the event of dissolution of the Association, the Common Elements shall, to the extent permitted by law and reasonably possible, be conveyed or transferred to an appropriate public, governmental or quasi governmental agency or organization or to a nonprofit corporation, association, trust, or other organization, to be used, in any such event, for the common benefit of Owners for the purposes for which the Common Elements were held by the Association. If the foregoing is not possible, the Common Elements shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to Owners in proportion to each Owner's Allocated Interest in the Common Expenses of the Association.

6.8 Mechanic's Liens on Common Elements. Declarant shall be responsible for the release of mechanics' liens filed with respect to Common Elements, or any part thereof, if such liens arise from labor performed or materials furnished at the instance of Declarant, its agents, contractors or subcontractors. Likewise, the Association shall be responsible for the release of mechanic's liens filed with respect to Common Elements, or any part thereof, if such liens arise from labor performed or materials furnished at the instance of the Association, its directors, officers, agents, contractors or subcontractors. No labor performed or materials furnished with respect to a Lot at the instance of the Owner thereof shall be the basis for filing a lien against the Common Elements. No labor performed or materials furnished with respect to a Common Element at the instance of the Board of Directors shall be the basis for filing a lien against any Lot.

ARTICLE 7
Association

7.1 Association; General Powers. The Association has been formed as a Colorado nonprofit corporation under the Colorado Revised Nonprofit Corporation Act to manage the affairs of the Community. The Association shall serve as the governing body for all of the Owners and Occupants for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Common Elements, the levying and collection of Assessments for Common Expenses and other expenses of the Association, and such other matters as may be provided in this Declaration, the Articles and the Bylaws. The Association shall have all of the powers, authority and duties as may be necessary or appropriate for the management of the business and affairs of the Community, including without limitation all of the powers, authority and duties of a Colorado corporation formed under the Colorado Revised Nonprofit Corporation Act, and all of the powers and duties provided for in the Act. The Association shall have the power to assign its right to future income, including the right to receive Common Expense assessments, but only upon the affirmative vote of the Owners of Units holding at least fifty-one percent (51%) of the votes in the Association. The Association shall not be deemed to be conducting a business of any kind, and

all funds received by the Association shall be held and applied by it for the Owners in accordance with the provisions of this Declaration, the Articles and the Bylaws.

7.2 Association Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number, term, and qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation or the Bylaws, except that there shall never be less than three (3) members. A quorum shall be deemed present throughout any meeting of the Board of Directors if persons entitled to cast at least fifty percent (50%) of the votes on the Board of Directors are present at the beginning of the meeting or grant their proxy as provided in Colorado Revised Statutes Section 7-128-205(4). With the exception of matters that may be discussed in executive session, all regular and special meetings of the Board of Directors or any committee thereof shall be open to attendance by all Members of the Association or their representatives. Without limiting the generality of the foregoing, no rule or regulation may be validly adopted during an executive session. Agendas for meetings of the Board of Directors shall be made reasonably available for examination by all Members of the Association or their representatives.

The Board of Directors shall have all of the powers, authority and duties granted or delegated to it by the Act, this Declaration, the Articles or Bylaws. Except as provided in the Act, this Declaration, the Articles or Bylaws, the Board of Directors may act in all instances on behalf of the Association. The Association shall have all of the powers, authority and duties permitted under the Act and under the Colorado Revised Nonprofit Corporation Act ("CRNCP"). The Association, acting through the Board, may (without specific authorization in the Declaration):

(a) Adopt and amend any rules and regulations of the Association, policies and procedures, Design Guidelines and/or Construction Rules;
(b) Adopt and amend Bylaws;
(c) Adopt and amend budgets for revenues, expenditures and reserves and collect Assessments;
(d) Hire and terminate Managing Agent(s) and other employees, agents and independent contractors;
(e) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Project as provided for herein;
(f) Make contracts and incur liabilities;
(g) Regulate the use, maintenance, repair, replacement and modification of Common Elements, and further lease or license, or permit the use of, by less than all Owners and/or non-Owners, on either a short or long-term basis, and with or without charge as the Board deems fit, any portion of the General Common Elements owned by the Association;
(h) Cause minor improvements (not exceeding $50,000 for any improvement project) to be made to the Common Elements. If such project cost exceeds the permitted amount the Board must obtain 67% Owner approval;
(i) Grant long or short-term easements, leases, licenses and concessions through or over the Common Elements as provided herein;

(j) Impose and receive any payments, fees or charges for the use, rental or operation of the General Common Elements as provided herein;
(k) Impose charges for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of the Association Documents;
(l) Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments;
(m) Provide for the Association's indemnification of its officers and members of the Board, and also to maintain directors' and officers' liability insurance as determined to be appropriate by the Board or the Owners;
(n) Borrow funds to cover Association expenditures and pledge Association assets as security therefor, subjecting Common Elements to a security interest in connection therewith;
(o) Assign, pledge and collateralize its right to future income, including the right to receive Assessments;
(p) Exercise any other powers conferred by the Declaration or the Bylaws;
(q) Exercise all other powers that may be exercised in Colorado by legal entities of the same type as the Association; and
(r) Exercise any other powers necessary and proper for the governance and operation of the Association.

The Board of Directors may not, however, act on behalf of the Association to amend this Declaration, to terminate the Community, or to elect members of the Board of Directors or determine the qualifications, powers and duties, or terms of office of Board of Directors members, but the Board of Directors may fill vacancies in its membership for the unexpired portion of any term. The Board of Directors may, by resolution, delegate portions of its authority to officers of the Association, but such delegation of authority shall not relieve the Board of Directors of the ultimate responsibility for management of the affairs of the Association. No member of the Board of Directors and no officer shall be liable for actions taken or omissions made in the performance of such member's or officer's duties except for wanton and willful acts or omissions.

7.3 Delegation by the Board of Directors.

(a) *Delegation to Managing Agent.* The Association, acting through the Board, may employ or contract for the services of a Managing Agent to act for the Association and the Board and the officers according to the powers and duties delegated to the Managing Agent pursuant to the Bylaws or the resolution of the Board. Neither the Board nor any officer of the Association will be liable for any omission or improper exercise by a Managing Agent of any such duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

(b) *Committees.* The Association, acting through the Board, may delegate any of its rights, duties or responsibilities to any committee or other entity that the Board may choose to form.

(c) *Limitation.* Any delegation by the Board under this Section is subject to compliance with the Bylaws and the requirement that the Board, when so delegating, will not be relieved of its responsibilities under the Association Documents.

7.4 Acquiring and Disposing of Personal Property. The Association may acquire, own, and hold for the use and benefit of all Owners tangible and intangible personal property, and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same undivided proportion as their respective undivided interests (Allocated Interests) in the Common Elements. Such interests shall not be transferable except with the transfer of a Lot. A conveyance of a Lot shall transfer ownership of the transferor's beneficial interest in such personal property without any reference thereto. Each Owner may use such personal property in accordance with the purposes for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Lot under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Lot/Unit.

7.4 Contracts with Others. The Association may contract with the Town of New Castle or with other homeowners' associations or owners of nearby property in order to provide services required herein or by law for the benefit of Owners and their family members, guests, tenants and invitees. Any resulting costs incurred by the Association shall be a Common Expense. The Association may contract with third parties and/or other homeowners' associations or owners of nearby property in order to gain access to amenities or other arrangements beneficial to Owners and their family members, guests, tenants and invitees.

7.5 Rules and Regulations. The Association may adopt, amend, repeal, and enforce such Rules and Regulations as the Board of Directors may consider necessary, desirable or appropriate from time to time with respect to the interpretation and implementation of this Declaration, the operation of the Association, and the use and enjoyment of the Common Elements. Any such Rules and Regulations shall be effective only upon adoption by resolution at an open meeting of the Board of Directors. Notice of the adoption, amendment, or repeal of any Rule or Regulation shall be given in writing to each Owner, and copies of the currently effective Rules and Regulations shall be made available to each Owner and Occupant upon request and payment of the reasonable expense of copying the same. Each Owner and Occupant shall comply with such Rules and Regulations, and each Owner shall see that Occupants claiming through such Owner comply with such Rules and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall govern. Such Rules and Regulations may establish penalties (including the levying and collection of fines) for the violation of such Rules and Regulations or of any provision of this Declaration, the Articles, or the Bylaws.

7.6 Membership in Association. There shall be one Membership in the Association for each Lot within the Community. The person or persons who constitute the Owner of a Lot shall automatically be the holder of the Membership appurtenant to that Unit, and shall collectively be the "Member" of the Association with respect to that Lot, and the Membership appurtenant to that Lot shall automatically pass with fee simple title to the Lot. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot, and may not otherwise be separated from ownership of a Lot.

7.7 Voting Rights of Members. Each Lot in the Community shall be entitled to vote in the Association in accordance with the allocation set forth in Exhibit B, attached hereto. If title to a Lot is owned by more than one (1) Person, such Persons shall collectively vote their interest as a single vote. If only one of the multiple Owners of a Lot is present at an Association meeting, such Owner is entitled to cast the vote allocated to that Lot. If more than one of the multiple Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any of the multiple Owners casts the vote allocated to that Lot without protest being made promptly to the Person presiding over the meeting by any of the other Owners of the Lot. In the event of a protest being made by one or more multiple Owners, and a majority of the multiple Owners of the Lot cannot agree on how to cast their vote, any vote cast for that Lot shall be null and void with regard to the issue being voted upon. Such multiple owners and their Lot shall nevertheless be counted in determining the presence of a quorum with respect to the issue being voted upon.

A quorum is deemed present throughout any meeting of the Members of the Association if Persons entitled to cast at least fifty percent (50%) of the votes in the Association are present, in Person or by proxy, at the beginning of the meeting.

Provided a quorum of Members entitled to vote is present in Person or by proxy, the affirmative vote of a majority of the Members so present shall constitute approval of any matter voted upon unless a different number is required on a particular matter by the Act, this Declaration, the Articles, or the Bylaws.

The vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one Person, each Owner of the Lot may vote or register protest to the casting of a vote by the other owners of the Lot through a duly executed proxy. A Lot Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall terminate eleven (11) months after its date, unless a different termination date is otherwise set forth on its face.

The Owners, by a vote of sixty-seven percent (67%) of all Members present and entitled to vote at any meeting of the Owners at which a quorum is present, may remove any member of the Board of Directors with or without cause.

7.8 Period of Declarant Control of Association. Notwithstanding any other provisions hereof, Declarant shall have and hereby reserves the power to appoint and remove, in its sole

discretion, the members of the Board of Directors and the officers of the Association during the period commencing upon the recording of this Declaration and terminating no later than the earlier of (a) sixty (60) days after conveyance of seventy-five percent (75%) of the Lots that may be created to Unit Owners other than Declarant; or (b) two (2) years after the last conveyance of a Lot by the Declarant in the ordinary course of business; or (c) two (2) years after any right to add new Lots or Units was last exercised by Declarant.

At any time prior to the termination of the Period of Declarant Control of the Association, the Declarant may voluntarily surrender and relinquish the right to appoint and remove officers and members of the Board of Directors, but in such event Declarant may require, for the duration of the Period of Declarant Control of the Association, that specified actions of the Association or the Board of Directors, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective. As to such actions, Declarant may give its approval or disapproval in its sole discretion and option, and its disapproval shall invalidate any such action by the Board of Directors or the Association. Not later than the termination of the Period of Declarant Control of the Association, the Owners (including Declarant) shall elect a Board of Directors of at least three members, at least a majority of whom must be Owners other than Declarant or designated representatives of Owners other than Declarant, and the Board of Directors shall elect the officers, with such Board of Directors members and officers to take office upon election.

ARTICLE 5
Insurance

8.1 Insurance Requirements. The Association shall obtain, maintain and keep in full force and effect at all times the following types of insurance, and the cost of said coverage shall be paid by the Association as a Common Expense:

(a) *Casualty Insurance*. Property insurance on all Buildings, all fixtures that are part of such Buildings, all Common Elements, and improvements thereon (excepting any such improvements installed by Owners) within the Community. Such insurance shall not include or cover the finished interior surfaces of the walls, floors and ceilings of the Units. Such insurance shall be for broad form covered causes of loss, including casualty, fire, and extended coverage insurance including, if available at reasonable cost, coverage for vandalism and malicious mischief and, if available and if deemed appropriate, coverage for flood, earthquake, and war risk. Such insurance shall, to the extent reasonably obtainable, be for the full insurable replacement cost of the insured property, less applicable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavation, foundations and other items normally excluded from property policies, and shall include such endorsements as the Board of Directors considers appropriate from time to time.

(b) *Liability Insurance*. Comprehensive general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of Common Elements within the Community and covering public liability or claims of liability for injury to persons and/or property, and death of any person or

persons. Such liability insurance shall, to the extent reasonably obtainable, (a) have limits of not less than Three Million Dollars ($3,000,000.00) per person and Three Million Dollars ($3,000,000.00) per occurrence; (b) insure the Board of Directors, the Association and its officers, and their respective employees, agents and all Persons acting as agents; (c) include the Successor Declarant as an additional insured as its interests may appear; (d) include the Owners as additional insureds, but only for claims and liabilities arising in connection with the ownership, existence, use or management of Common Elements; (e) cover claims of one or more insured parties against other insured parties; and (f) be written on an occurrence basis.

c) *Worker's Compensation*. A Worker's Compensation policy, if necessary, to meet the requirements of law.

d) *Directors and Officers Liability Insurance.* The Association may, in its discretion, carry directors' and officers' liability insurance in such amount as the Board of Directors may deem appropriate.

(e) *Other Insurance.* Such other insurance in such amounts as the Board of Directors shall determine, from time to time, to be appropriate to protect the Association or the Unit Owners.

(f) *General Provisions Respecting Insurance.* Insurance policies carried pursuant to Sections 8.l(a) and 8.l(b) above shall provide that (i) each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Elements or membership in the Association; (ii) the insurer waives its rights of subrogation under the policy against the Association, each Owner, and any Person claiming by, through, or under such Owner or any other director, agent or employee of the foregoing; (c) no act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and (d) if at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy shall be the primary insurance. An insurer that has issued an insurance policy for the insurance to the Association and, upon request, to any Owner or holder of a security interest to whom a certificate or memorandum of insurance has been issued, at their respective last-known addresses.

Any loss covered by the property insurance policy described in Section 8.1(a) above must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Owners and lienholders as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association Owners, and lienholders are not entitled to receive payments of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely restored or the Community is terminated.

The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles claims for damages to real property, it shall have the authority to assess negligent Owners causing such loss or benefitting from such repair or restoration for all deductibles paid by the Association. In the event more than one Lot or Unit is damaged by a loss, the Association in its reasonable discretion may assess each Owner a pro rata share of any deductible paid by the Association. Insurance obtained by the Association shall, to the extent reasonably possible, and provided Declarant reimburses the Association for any additional premium payable on account thereof, name Declarant as an additional insured and shall contain a waiver of subrogation rights as against Declarant.

Insurance policies and insurance coverage shall be reviewed at least annually by the Board of Directors to ascertain whether coverage under the policies is sufficient in light of the current values of Common Elements and in light of the possible or potential liabilities of the Association and other insured parties.

In no event shall insurance coverage obtained or maintained by the Association obviate the need for Owners and Occupants to obtain insurance for their own benefit.

(g) *Nonliability of Association or Board of Directors.* Notwithstanding the duty of the Association to obtain insurance coverage, as stated herein, neither the Association nor any Board of Directors member, shall be liable to any Owner, Occupant, mortgagee or other Person, if any risks or hazards are not covered by insurance, or if the appropriate insurance is not obtained because such insurance coverage is not reasonably obtainable on the Association's behalf, or if the amount of insurance is not adequate, and it shall be the responsibility of each Owner and Occupant to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for such additional insurance coverage and protection as the Owner or Occupant may desire.

(h) *Premiums.* Premiums for insurance policies purchased by the Association and other expenses connected with acquiring such insurance shall be paid by the Association as a Common Expense, except that the amount of increase over any annual or other premium occasioned by the use, misuse, occupancy or abandonment of a Lot or its appurtenances, or Common Elements, by an Owner or Occupant, may at the Board of Directors' election, be assessed against that particular Owner and his Lot as a Reimbursement Assessment.

(i) *Insurance Claims.* The Association is hereby irrevocably appointed and authorized, subject to the provisions contained herein, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The Board of Directors has full and complete power to act for the Association in this regard, and may, in its discretion, appoint an authorized representative,

or enter into an insurance trust agreement, wherein the trustee shall have the authority to negotiate losses under any policy purchased by the Association.

(j) *Benefit.* Except as otherwise provided herein, all insurance policies purchased by the Association shall be for the benefit of, and any proceeds of insurance received by the Association or any insurance trustee shall be held or disposed of in trust for the Association, the Owners, or the Occupants, as their interests may appear.

(k) *Other Insurance to be Carried by Owners.* Insurance coverage on the improvements, furnishings and other items of personal property belonging to an Owner or Occupant or a Lot, and public liability insurance coverage upon each Lot shall be the responsibility of the Owner or Occupant of the Lot.

8.2 Damage to Community. Any portion of the Community for which insurance is required under Section 38-33.3-313 of the Act that is damaged or destroyed must be repaired or replaced promptly by the Association unless: (i) the Community is terminated; (ii) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or (iii) sixty-seven percent (67%) of the Lot Owners, including owners of every Lot that will not be rebuilt, vote not to rebuild.

The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If the entire Community is not repaired or replaced, the insurance proceeds attributable to the damaged Buildings or Common Elements must be used to restore the damaged property to a condition compatible with the remainder of the Community, and, except to the extent that other Persons will be distributees, the insurance proceeds attributable to Lots and Common Elements that are not rebuilt must be distributed to the Owners of those properties, or to lienholders, as their interests may appear, and the remainder of the proceeds must be distributed to all Owners or lienholders as their interests may appear in proportion to the Common Expense liabilities of all Lots.

In the event of damage to or destruction of all or a portion of the Buildings or Common Elements due to fire or other adversity or disaster, the insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Association to such reconstruction and repair. If the insurance proceeds with respect to such damage or destruction are insufficient to repair and reconstruct the damage or destruction, the Association may levy a Special Assessment in the aggregate amount of such deficiency, or if any Owner or group of Owners is liable for such damage, may levy a Reimbursement Assessment against the Owner or group of Owners responsible therefor, and shall proceed to make such repairs or reconstruction. Such Assessment shall be due and payable as provided by resolution of the Board of Directors, but not sooner than sixty (60) days after written notice thereof. The Assessment provided for herein shall be a debt of each Owner assessed and a lien on his Lot, and may be enforced and collected in the same manner as any Assessment Lien provided for in this Declaration. If the entire damaged property is not repaired or replaced, the insurance proceeds attributable to the damaged property must be used to restore the damaged property to a condition compatible with the remainder of the Community. No distributions of insurance proceeds

shall be made unless made jointly payable to the Owners and first mortgagees of their respective Lots, if any.

ARTICLE
Limited Liability

Neither the Association nor its past, present or future officers or directors, nor any other employee, agent or committee member of the Association shall be liable to any Owner or Occupant or to any other Person for actions taken or omissions made except for wanton and willful acts or omissions. Without limiting the generality of the foregoing, the Association and the Board of Directors shall not be liable to any Owner or Occupant or other Person for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Acts taken upon the advice of legal counsel, certified public accountants, registered or licensed engineers, architects or surveyors shall conclusively be deemed to be in good faith and without malice. To the extent insurance carried by the Association for such purposes shall not be adequate, the Owners severally agree to indemnify and to defend the Association and the Board of Directors against claims, damages or other liabilities resulting from such good faith action or failure to act.

ARTICLE 10
Assessments

10.1 Assessment Obligation. Declarant, for each Lot, shall be deemed to covenant and agree, and each Owner, by acceptance of a deed therefor (including a public trustee's or sheriff's deed), whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) Regular Assessments or charges, (2) Special Assessments, and (3) Reimbursement Assessments, such assessments to be established and collected as hereinafter provided (collectively the "Assessments"). The Assessments, together with interest, late charges, costs, and reasonable attorneys' fees, shall be a continuing lien and security interest upon the Lot against which each such Assessment is charged. The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) or demand, and without set-off or deduction of any kind or nature. Each Owner is liable for Assessments made against such Owner's Lot during his period of ownership of the Lot. Each Assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the joint, several and personal obligation of each Person who was an Owner of such Lot at the time when the Assessment became due. Upon the transfer of title to a Lot, the transferor and the transferee shall be jointly, severally and personally liable for all unpaid Assessments and other charges due to the Association prior to the date of transfer, and the transferee shall be personally liable for all such Assessments and charges becoming due thereafter.

10.2 Statutory Lien. The Association has a statutory on the Lot of an Owner for all Assessments levied against such Lot or fines imposed against such Lot's Owner from the time the Assessment or fine becomes due (the "Assessment Lien"). Fees, charges, late charges, attorneys'

fees, fines and interest charged by the Association pursuant to the Act or this Declaration are enforceable as Assessments. The amount of the lien shall include all such items from the time such items become due. If an Assessment is payable in installments, the Association has an Assessment Lien for each installment from the time it becomes due, including the due date set by the Board of Directors' acceleration of installment obligations. An Assessment Lien is extinguished unless proceedings to enforce the lien are instituted within six (6) years after the full amount of Assessments becomes due.

10.3 Lien Superior to Homestead and Other Exemptions. An Assessment Lien shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against the Assessment Lien.

10.4 Priority of Lien. An Assessment Lien is prior to all other liens and encumbrances on a Lot/Unit except as follows:

(a) Liens and encumbrances recorded before the recordation of this Declaration;

(b) A security interest on the Lot which has priority over all other security interests on the Lot and which was recorded before the date on which the Assessment sought to be enforced became delinquent. An Assessment Lien is prior to the security interest described in the preceding sentence to the extent of an amount equal to the Regular Assessments (based on a Budget adopted by the Association pursuant to Section 10.7 below) which would have become due, in the absence of any acceleration, during the six (6) months immediately preceding institution by the Association or any party holding a lien senior to any part of the Association lien created under this Article 10 of an action or a nonjudicial foreclosure either to enforce or to extinguish the lien;

(c) Liens for Project taxes and other governmental assessments or charges against the Lot.

This Article 10 does not prohibit an action or suit to recover sums for which this Article 10 creates a lien or prohibit the Association from taking a deed in lieu of foreclosure. Sale or transfer of any Lot/Unit shall not affect the lien for an Assessment.

10.5 Perfection of Lien. The recording of this Declaration constitutes record notice and perfection of the statutory lien. No further recordation of any claim of lien for Assessments is required; however, a claim may be recorded at the Association's option, in which event costs and attorneys' fees incurred in connection with the preparation and filing of such claim shall be assessed against the Lot as a Reimbursement Assessment.

10.6 Regular Assessments.

(a) A Regular Assessment shall be made annually against each Lot, based upon an annual Budget prepared by the Board of Directors, for purposes of paying (i) the annual costs of operating and administering the Association and all other Common Expenses, (ii) the costs of services rendered or expenditures incurred by the Association to or for less than all Lots (but not including Common Expenses), which shall be assessed only to the Lots benefitted and then equally among them, (iii) reasonable reserves for contingencies, replacements, and other proper purposes, and (iv) such other matters as may be reasonably determined by the Board of Directors to be the subject of a Regular Assessment;

(b) Regular Assessments shall be allocated in accordance with the Allocated Interests of each Lot in the Community, except that (i) any Common Expense or portion thereof benefitting fewer than all of the Lots shall be assessed exclusively against the Lots benefitted; and (ii) any Common Expense associated with the maintenance, repair, improvement or replacement of a exterior improvements on Lots shall be assessed only against the Lot(s) for which those improvements are located. If Common Expense liabilities are reallocated, Common Expense Assessments and any installment thereof not yet due shall be reallocated in accordance with the reallocated Common Expense liabilities.

(c) Regular Assessments shall be levied on a calendar year basis, except that the initial Regular Assessment period shall commence on the first day of the calendar month or quarter in which the first Lot is conveyed by Declarant to a Person other than Declarant. Regular Assessments shall be paid in installments on a monthly, quarterly or semi-annual basis, as the Board of Directors may determine from time to time, and shall be due either on the first day of each calendar month or on the first day of each calendar year quarter (January 1, April 1, July 1 and October 1), or on the first day of a semi-annual period (e.g. January 1, July 1) as appropriate. Unless and until changed to a monthly or semi-annual system by the Board of Directors, Regular Assessments shall be due and payable on the first day of each calendar quarter. Any Owner acquiring a Lot/ between installment due dates shall pay a pro rata share of the immediately preceding installment.

(d) The Board of Directors shall fix the amount of the Regular Assessment, using the Budget procedure described below, thirty (30) days before the end of each calendar year. Written notice of the Regular Assessment shall be sent to each Owner. Failure of the Board of Directors timely to fix and levy the Regular Assessments for any year or to send a notice thereof to any Owner shall not relieve or release any Owner from liability for payment of Regular Assessments or any installments thereof for that or subsequent years as soon as the Board of Directors levies the Regular Assessment and provides notice thereof.

(e) The Board of Directors shall also mail to each Owner at least ten (10) days prior to the due date thereof a written notice of the amount of the next quarterly (or monthly or semi-annual, as the case may be) installment of Regular Assessment that is due from such Owner, and the date on which such installment is due pursuant to subparagraph (d) above. Failure of the Board of Directors to send timely notice to any Owner of an installment of Regular Assessment due shall not relieve or release any Owner from liability for payment of that installment as soon as the Board of Directors in fact provides such notice.

10.7 Association Budget. The Board of Directors shall adopt a Budget which establishes a Regular Assessment for the Owners. Annually, the Board of Directors shall prepare or cause to be prepared an operating budget (the "Budget") for the next calendar year. The Budget shall provide for the allocation of any surplus funds remaining from any previous Budget period. Within thirty (30) days after adoption of any proposed Budget for the Association, the Board of Directors shall mail, by ordinary first-class mail, or otherwise deliver, a summary of the Budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the Budget not less than fourteen (14) nor more than sixty (60) days after the mailing or other delivery of the summary. Such meeting may, but need not be, concurrent with the annual meeting of the Members as provided in the Bylaws. Unless at that meeting sixty-seven percent (67%) of all Owners reject the Budget, the Budget shall be ratified, whether or not a quorum of Owners is present. In the event that the proposed Budget is rejected, the Budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent Budget proposed by the Board of Directors.

10.8 Special Assessments. In addition to the Regular Assessments and Reimbursement Assessments authorized in this Article 10, the Board of Directors may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, maintenance, or replacement of capital improvements (including related fixtures and personal property) to or upon or serving the Community, or for excess reconstruction costs or other extraordinary expenses, or for funding any operating deficit of the Association. Except in the event of an emergency, or an excess tort liability, where no membership vote shall be required, the Board of Directors shall not levy a Special Assessment without the approval of the Owners in the Community as provided below.

Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Owners no less than thirty (30) or more than fifty (50) days before the meeting. At the meeting, the presence of Owners in person or by proxy that are entitled to cast fifty percent (50%) of the votes in the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called pursuant to the same notice requirements, and the required quorum at this second meeting shall be only thirty percent (30%) of the votes in the Association. No such second meeting shall be held more than sixty (60) days following the date of the first meeting.

Provided a quorum of Owners entitled to vote is present in person or by proxy, in accordance with the quorum requirements set forth in the preceding paragraph, then the

affirmative vote of a majority of the Owners so present shall constitute approval of the proposed Special Assessment.

For purposes of this Section I 0.8, the term "emergency" shall mean any circumstances or set of circumstances which pose an imminent threat of loss, damage or injury, actual or threatened, to persons or property. Special Assessments shall be allocated in the same manner as Regular Assessments, that is, in accordance with the Allocated Interests of each Lot/Unit in the Community, and shall be due and payable to the Association on the due date fixed by the Board of Directors in the notice given to the Owners of such Special Assessment, which due date shall be no earlier than thirty (30) days after the giving of such notice.

10.9 Reimbursement Assessments. In addition to the Regular and Special Assessments authorized hereunder, the Board of Directors may levy against any Owner or Owners, at any time and from time to time, a Reimbursement Assessment for purposes of reimbursing the Association for all costs and expenses incurred by it in enforcing any provision of or in remedying any violation of this Declaration, the Articles and Bylaws, or any Rules and Regulations, by such Owner or Owners, their Occupant(s), or their agents, employees or contractors. Reimbursement Assessments may also be made by the Board of Directors for any other purposes for which this Declaration provides for the levying of a Reimbursement Assessment. Finally, and in addition to the foregoing, a Reimbursement Assessment may also be levied in the form of a reasonable fine against an Owner for a violation of this Declaration, the Articles, Bylaws, or the Rules and Regulations, but only after the Owner(s) to be so fined have been provided with Notice and Hearing. Reimbursement Assessments shall be due and payable to the Association on the due date fixed by the Board of Directors in the notice given to the Owner(s) of such Reimbursement Assessment, which date shall be no earlier than thirty (30) days after the giving of such notice.

10.10 Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment or portion or installment thereof which is not paid when due (or for which a bad check is issued) shall be deemed delinquent and shall bear interest from and after the due date at the rate of interest set by the Board of Directors from time to time, which shall not be less than twelve percent (12%) nor more than twenty-one percent (21%) per year, and the Board of Directors may also assess a late charge (and/or a bad check charge) thereon. The Board of Directors may also elect to accelerate the installment obligations of any Regular Assessment for which an installment is delinquent. The delinquent Owner shall also be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting a delinquent Assessment, which collection costs shall be added to the delinquent Assessment. The Board of Directors may, but shall not be required to, record a Notice of Delinquent Assessment or charge against any Lot as to which an Assessment or charge is delinquent. The Notice shall be executed by an officer of the Board of Directors, and shall set forth the amount of the unpaid Assessment or charge, the name of the delinquent Owner and a description of the Lot.

The Assessment Lien may be foreclosed by the Association in the same manner as a mortgage on real property. The Association shall be entitled to purchase the Lot at foreclosure. The Association may also bring an action at law against the Owner personally obligated to pay the delinquent Assessment and/or foreclose the lien against the Owner's Lot in the discretion of the

Association. No Owner may exempt himself or otherwise avoid liability for the Assessments provided for herein by waiver of the use or enjoyment of any Common Elements or by abandonment of the Lot against which the Assessments are made.

In any action by the Association to collect Assessments or to foreclose a lien for unpaid Assessments, the court may appoint a receiver to collect all sums alleged to be due from the Owner prior to or during the pending of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's Regular Assessments.

10.11 Statement of Unpaid Assessments. The Association shall furnish to an Owner or such Owner's designee or to a holder of a security interest or its designee upon written request, delivered personally or by facsimile transmittal or by certified mail, first class postage prepaid, return receipt requested, to the Association, a written statement setting forth the amount of unpaid Assessments currently levied against such Owner's Lot, whether delinquent or not. The statement shall be furnished within fourteen (14) days after receipt of the request and is binding on the Association, the Board of Directors, and every Owner. If no statement is furnished either delivered personally or by facsimile transmission or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the Lot for unpaid Assessments which were due as of the date of the request.

10.12 Assessments for Tort Liability. In the event of any tort liability against the Association which is not covered completely by insurance, each Owner shall contribute for the payment of such liability as a Special Assessment. The Association may, however, require a larger contribution from fewer than all Owners under any legal or equitable principles regarding liability for negligent or willful acts or omissions.

ARTICLE 11
Eminent Domain

11.1 Definition of Taking. The term "taking", as used in this Article 11, shall mean condemnation by eminent domain or sale under threat of condemnation.

11.2 Representation in Condemnation Proceedings of Common Elements. In the event of a threatened taking of all or any portion of the Common Elements, the Owners hereby appoint the Association through such Persons as the Board of Directors may designate to represent the Association and all of the Owners in connection therewith. The Association shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Service of process on the Association shall constitute sufficient notice to all Owners, and service of process on each individual Owner shall not be necessary.

11.3 Award for Common Elements. Any awards received by the Association on account of the taking of Common Elements shall be paid to the Association. The Association may, in its sole

discretion, retain any award in the general funds of the Association or distribute all or any portion thereof to the Owners as their interests may appear. The rights of an Owner and the mortgagee of a Lot as to any such distribution shall be governed by the provisions of the mortgage encumbering the Lot/Unit.

11.4 Taking of Lots/Units. If a Lot is acquired by eminent domain leaving the Lot Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must include compensation to the Lot Owner for the acquired Lot and/or Unit and its Allocated Interests. Upon acquisition, unless the decree otherwise provides, that Lot's Allocated Interests are automatically reallocated to the remaining Lots (as appropriate) in proportion to the respective Allocated Interests of those Lots before the taking. Any remnant of a Lot remaining after part of a Lot is taken is thereafter a Common Element. Otherwise, if part of a Lot is acquired by eminent domain, the award must compensate the Lot Owner for the reduction in value of the Lot. Upon acquisition, unless the decree otherwise provides:

(a) That Lot's Allocated Interests are reduced in proportion to the reduction in the size of the Lot; and

(b) The portion of Allocated Interests divested from the partially acquired Lot is automatically reallocated to that Unit and to the remaining Lots (as appropriate) in proportion to the respective interests of those Lots before the taking, with the partially acquired Lot participating in the reallocation on the basis of its reduced Allocated Interests.

11.5 Miscellaneous. The court decree shall be recorded in Garfield County. The reallocations of Allocated Interests pursuant to this Article shall be confirmed by an amendment to the Declaration prepared, executed, and recorded by the Association.

ARTICLE 12

Acknowledgements, Construction Defects, Disputes, Dispute Resolution and Litigation

12.1 Acknowledgements.

(a) *Security*. THE ASSOCIATION SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROJECT, NOR SHALL THE ASSOCIATION BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY, INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, OR ACTS OF THIRD PARTIES. ALL OWNERS, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION IS NOT AN INSURER AND THAT EACH OWNER, TENANT, GUEST, AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, TO UNITS, AND TO THE

CONTENTS OF UNITS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION MAKES NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.

(b) *No View Easement*. There is no easement or other right, express or implied, for the benefit of the Lot or any Owner for light, view or air created by this Declaration or as a result of the Owner owning the Lot.

(c) *Sound Transmission*. Sound and impact noise transmission in a building(s) such as the Project is hard to control, and noises from adjoining or nearby structures and surrounding development and/or mechanical equipment can and will be heard in the Units. The Association is not responsible in any way for sound or impact noise transmission.

(d) *Mold Disclosure*. Molds, mildew, fungi, bacteria and microbiologic organisms (collectively "Molds") are present in soil, air and elsewhere in the environment. Molds can proliferate in various environments including, among others, damp areas such as bathrooms and within walls and partitions. Certain parties have expressed concerns about the possible adverse effects on human health from exposure to Molds. Due to various reasons, including the varying sensitivities of different individuals to various types of Molds and other contaminants, as of the date of this Declaration there currently exist no state or federal standards regarding acceptable levels of exposure to Molds. EACH OWNER ACKNOWLEDGES THAT DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PAST, CURRENT OR FUTURE PRESENCE OR ABSENCE OF MOLDS IN OR IN THE VICINITY OF ITS LOT/UNIT, ANY COMMON ELEMENT WALL(S) LOCATED WITHIN ITS LOT, OR ANY LIMITED COMMON ELEMENT ALLOCATED TO ITS LOT/UNIT OR IN ANY OTHER PORTION OF THE COMMUNITY. The provisions of this paragraph will be binding upon the Owners to the fullest extent permitted by applicable law, as may be in effect from time to time.

(e) *Inspection by Others, Waiver of Post Inspection Liability*. It is hereby expressly understood and agreed by Declarant and by any Owner acquiring a Lot/Unit that Declarant relies upon governmental inspectors and other qualified subcontractors and tradesman to inspect the construction of the Unit and the Common Elements in order to verify compliance with construction plans and with any and all building code requirements applicable to residential construction. Declarant and each Owner further expressly understand and agree that, with respect to the Units and the Common Elements and the Limited Common Elements, upon compliance with the inspections required by the local building department and the issuance of a certificate of occupancy by the responsible government agency, Declarant will be deemed to have used its best efforts to construct such Units and Common Elements in substantial compliance with the construction plans and all applicable building code requirements. EXCEPT AS OTHERWISE MAY BE PROVIDED IN A PURCHASE AND SALE OR OTHER AGREEMENT BETWEEN DECLARANT AND AN OWNER, EACH OWNER, BY ACQUIRING AN

OWNERSHIP INTEREST, HEREBY KNOWINGLY AND WILLINGLY WAIVES AS AGAINST DECLARANT AND ITS AFFILIATES ANY AND ALL DEMANDS, CLAIMS, ACTIONS AND CAUSES OF ACTION, AND ALL LIABILITY, LOSSES, DAMAGES, COSTS OR EXPENSES THAT HAVE BEEN OR MAY BE INCURRED IN ASSOCIATION THEREWITH, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXEMPLARY DAMAGES, WHICH ARISE FROM OR AE RELATED TO ANY NONCOMPLIANCE OF THE LOTS/UNITS OR THE COMMON ELEMENTS WITH CONSTRUCTION PLANS OR BUILDING CODE REQUIREMENTS, WHICH NONCOMPLIANCE IS NEITHER SUBSTANTIAL NOR MATERIAL IN NATURE AND WHICH NONCOMPLIANCE IS DISCOVERED AFTER THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR, RESPECTIVELY, SUCH UNITS OR COMMON ELEMENTS; AND ANY SUCH NONCOMPLIANCE WILL BE DEEMED UNINTENTIONAL WITH RESPECT TO DECLARANT. TO THE EXTENT THAT ANY SUBSTANTIAL OR MATERIAL NONCOMPLIANCE WITH APPLICALBE BUILDING CODES OR WITH THE CONSTRUCTION PLANS IS DISCOVERED WITH REGARD TO ANY UNIT OR THE COMMON ELEMENTS, THE PROVISIONS OF THIS ARTICLE 12 WILL GOVERN SUCH MATTER. THE PROVISIONS OF THIS SECTION 12.1(e) WILL BE BINDING UPON THE OWNERS AND THE ASSOCIATION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AS MAY BE IN EFFECT FROM TIME TO TIME.

12.2 Testing for Construction Defects.

(a) The Association will not undertake or authorize any testing, including, without limitation, investigative testing, destructive testing or invasive testing of any kind for defects in construction of any Unit, Lot or Common Element without first determining, based upon the presence of some readily observable evidence or condition, that a defect may exist. In making such a determination the Board of Directors will rely on the opinions and/or the conclusions of a qualified expert (e.g., a structural engineer); even in the event such evidence or conditions exist, the Association will not be obligated to authorize or undertake such testing.

(b) In determining whether to authorize such testing, the Board of Directors will be governed by the following considerations:
    a. Whether the Association's position is strong enough to justify taking any other or further action;
    b. Whether, although a technical violation may exist or may have occurred, it is of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; and
    c. Whether it is in the Association's best interests, based upon hardship, expense, inconvenience or other reasonable criteria to pursue the matter further.

(c) Notwithstanding the foregoing, under no circumstance with the Association authorize such testing as is contemplated under Section 12.2(a) unless the nature of the suspected defect is such that:

a. It poses a significant risk to life, health, safety or personal property; and
b. It threatens or affects the structural integrity, functionality or performance of the Property (or a portion thereof) for its intended use.

(d) In the event that the Board of Directors undertakes or authorizes testing for construction defects, then prior to any testing taking place, Declarant and others responsible for the construction will be entitled to notice of the alleged defect, access to the area of the alleged defect and an opportunity to inspect the area and repair any defect that is found to exist. Declarant and others responsible for construction will also be entitled to be present during any testing and may record (via videotape, audio tape, still photographs, or any other recording method) all testing conducted and all alleged defects found.

(e) In the event that testing discloses any defects, Declarant and others responsible for construction will be given a reasonable amount of time, based on the nature and extent of the defect, to repair or correct the condition. If Declarant or others responsible for construction fail to repair or correct the condition, the Board of Directors will have the right, but not the obligation, to proceed with a "Claim" pursuant to this Article. In determining whether to proceed with such a Claim, the Board will be governed by the same standards as set forth in Section 12.7 below.

12.3 Consensus for Condominium Association Litigation. Except as provided in this Section 12.3, the Association will not commence a judicial or administrative proceeding, including, without limitation, any proceeding required under Section 12.6 below, without (a) the approval of the Owners to which as least 67% of the votes in the Association are allocated; and (b) the affirmative vote of Declarant so long as Declarant owns any Lot. This Section 12.3 will not apply, however, to: (i) actions brought by the Association to enforce the terms of this Declaration, the Bylaws, the Rules, the Design Guidelines or the Construction Guidelines (including, without limitation, the foreclosure of liens); (ii) the imposition and collection of Assessments; (iii) proceedings involving challenges on ad valorem taxation; or (iv) counterclaims brought by the Association in proceedings instituted against it. This Section 12.3 will not be amended unless such amendment is approved by at least 67% of the votes in the Association and pursuant to the same procedures, necessary to institute proceedings, as provided for herein.

Prior to the Association of any Owner's commencing any judicial or administrative proceeding which arises out of an alleged defect of any Common Element, Lot, Declarant and others responsible for the construction will have the right to be heard by the Owners and to access, inspect, correct the condition of, or redesign any portion of the Common Elements, Lots, including any improvement as to which a defect is alleged. In addition, the Association or the Owner will notify the builder who constructed the subject improvement prior to retaining any other expert as an expert witness or for other litigation purposes.

12.4 Alternative Method for Resolving Disputes. The Association, its officers, directors, and committee members; any Owner; all persons subject to this Declaration; and any person not otherwise subject to this Declaration who agrees to submit to this Section 12.4 (each such entity being referred to as a "Bound Party") agree to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those claims, grievances or disputes described in Section 12.5 of this Declaration (each, a "Claim"), to the procedures set forth in Section 12.6 of this Declaration.

12.5 Claims. Unless specifically exempted below, all Claims arising out of or related to the interpretation, application or enforcement of this Declaration, or the rights, obligations and duties of any Bound Party under this Declaration or relating to the design or construction of the Units, the Common Elements or the Lots (including, without limitation any soils related issues) will be subject to the provisions of Section 12.6 of this Declaration.

Notwithstanding the above, unless all parties thereto otherwise agree, the following will not be Claims and will not be subject to the provisions of Section 12.6 of this Declaration:

(a) Any suit by the Association against any Bound Party to enforce the provisions of Article 10 (Assessments);
(b) Any suit by the Association or Declarant to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to act under and enforce the provisions of Article 3 (General Provisions and Restrictions Applicable to the Community); and
(c) Any suit between or among Owners, to the extent such suit asserts a Claim which would constitute a cause of action independent of this Declaration.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 12.6.

12.6 Mandatory Procedures.

(a) *Notice*. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (Claimant and Respondent are hereinafter referred to individually, as a "Party", or collectively as the "Parties") will notify each Respondent in writing (the "Notice"), stating plainly and concisely (i) the nature of the Claim including the persons involved and Respondent's role in the Claim; (ii) the legal basis of the Claim (i.e. the specific authority out of which the Claim arises); (iii) the proposed remedy; and (iv) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) *Negotiation and Mediation*.
   a. The Parties will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board of Directors may appoint a representative to assist the Parties in negotiation.
   b. If the Parties do not resolve the Claim within 30 days after the date of the Notice (or within such other period as may be agreed upon by the Parties)("Termination of Negotiations"), Claimant will have 30 additional days to submit the Claim to mediation under the auspices of an independent mediation service designated by the Parties, or if the Parties cannot agree then as designated jointly by each of the Parties' desired mediation service, and providing dispute resolution services in the Garfield County, Colorado area.

c. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant will be deemed to have waived the Claim and Respondent will be released and discharged from any and all liability to Claimant on account of such Claim, *provided, however,* that nothing herein will release or discharge the Respondent from any liability to any person other than Claimant.

d. Any settlement of the Claim through mediation will be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such other time as determined by the mediator or agreed to by the Parties, the mediator will issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice will set forth that the Parties are at an impasse and the date that the mediation was terminated.

e. Within five business days of the Termination of Mediation, Claimant will make a final written settlement demand ("Settlement Demand") to Respondent, and Respondent will make a final written settlement offer ("Settlement Offer") to Claimant. If Claimant fails to make a Settlement Demand, Claimant's original Notice will constitute the Settlement Demand. If Respondent fails to make a Settlement Offer, Respondent will be deemed to have made a "zero" or "take nothing" Settlement Offer.

(c) *Final and Binding Arbitration*.

a. If the Parties do not agree in writing to a settlement of the Claim within 15 days of the Termination of Mediation, Claimant will have 15 additional days to submit the Claim to arbitration. If not timely submitted to arbitration or if Claimant fails to appear for the arbitration proceeding, the Claim will be deemed abandoned, and Respondent will be released and discharged from any and all liability to Claimant arising out of such Claim; *provided, however,* that nothing herein will release or discharge Respondent from any liability to persons other than Claimant.

b. This Section 12.6(c) is an agreement to arbitrate and is specifically enforceable under the applicable arbitration laws of the State of Colorado. The arbitration award (the "Award") will be final and binding with no right to appeal, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

(d) *Allocation of Costs of Resolving Claims*.

a. Except as provided for below, each Party, including, without limitation, any Owner and the Association, will share equally all charges rendered by the mediator(s) and all filing fees and costs of conducting the arbitration proceeding ("Post Mediation Costs"). Under no circumstances will either Party be entitled to recover its attorneys' fees from the other party (except as specifically provided under Section 123 of the Act). BY ACQUIRING AN OWERSHIP INTEREST AND AS A MEMBER OF THE ASSOCIATION, EACH OWNER ACKNOWLEDGES AND AGREES THAT SUCH OWNER AND THE ASSOCIATION HAVE WAIVED

AND WILL BE DEEMED TO HAVE WAIVED THE RIGHT TO ANY AWARD OF ATTORNEYS' FEES IN CONNECTION WITH THE ARBITRATION OF A DISPUTE UNDER THIS SECTION 12.6(d).

b. Any Award which is equal to or more favorable to Claimant than Claimant's Settlement Demand will cause Claimant's Post Mediation Costs to be added to the Award, such costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than any Respondent's Settlement Offer will award to such Respondent its Post Mediation Costs. With respect to any Award which is less favorable to Claimant than Claimant's Settlement Demand yet more favorable to the Claimant than Respondent's Settlement Offer, each Party will bear its own Post Mediation Costs.

(e) *Limitation on Damages*. No Party, including, without limitation, any Owner and the Association, will be entitled to receive any award of damages in connection with the arbitration of a Claim other than such Party's actual damages, and Declarant, the Association and any Owner will be deemed to have waived the right to receive any damages in a dispute other than actual damages, including, without limitation, attorneys' fees, special damages, consequential damages, and punitive or exemplary damages. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AS MAY BE IN EFFECT FROM TIME TO TIME, BY ACQUIRING AN OWNERSHIP INTEREST AND AS A MEMBER OF THE ASSOCIATION, EACH OWNER KNOWINGLY AND WILLINGLY ACKNOWLEDGES AND AGREES THAT SUCH OWNER AND THE ASSOCIATION HAVE WAIVED AND WILL BE DEEMED TO HAVE WAIVED, IN CONNECTION WITH THE ARBITRATION OF ANY DISPUTE UNDER SECTION 12.6(c), THE RIGHT TO ANY AWARD OF CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR OTHER NON-COMPENSATORY DAMAGES OR SIMILAR DAMAGES, INCLUDING ALL DAMAGES FOR EMOTIONAL DISTRESS, WHETHER FORESEEABLE OR UNFORESEEABLE AND REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON (BUT NOT LIMITED TO) CLAIMS ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT, VIOLATION OF BUILDING CODE (LOCAL, STATE OR FEDERAL), CONSTRUCTION DEFECTS (INCLUDING SOILS RELATED ISSUES), MISREPRESENTATION OR NEGLIGENCE OR OTHERWISE.

(f) *Multiple Party Claims*. Multiple Party Claims not consolidated or administered as a class action pursuant to the following sentence will be subject to, and will be arbitrated individually. Only with the written request of all Parties involved, but not otherwise, the arbitrator may: (i) consolidate in a single arbitration proceeding any multiple Party Claims that are substantially identical; and (ii) arbitrate multiple Claims as a class action in accordance with the rules and procedures adopted by Construction Arbitration Services, Inc.

(g) *Enforcement of Resolution*. If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with Section 12.6(b) above and any Party thereafter fails to abide by the terms of such agreement, or if any Party fails to comply with an Award, then any other Party may file suit or initiate

administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in this Section 12.6. In such event, the Party taking action to enforce (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees and court costs to the extent specifically provided under Section 123 of the Act.

12.7 Legal Proceedings. Subject to the provisions of Sections 12.2 through 12.6 of this Declaration, the Association will have the right, but not the obligation, to institute legal proceedings to enforce all rights under this Declaration, the Bylaws, the Rules, Design Guidelines and Construction Rules. The decisions to institute legal proceedings by seeking the approval of the Owners to which at least 67% of the votes in the Association are allocated, pursuant Exhibit B of this Declaration, will be in the sole discretion of the Board of Directors and will be governed by the considerations detailed in Section 12.3, if applicable. Failure to commence such legal proceedings will not constitute a waiver of any such rights. ANY LIMITATIONS ON DAMAGES AND ALL WAIVERS OF LIABILITY AND RIGHTS TO AWARDS OF DAMAGES SET FORTH IN ANY SECTION OF THIS DECLARATION WITH RESPECT TO OWNERS, INCLUDING, WITHOUT LIMITATION, SECTIONS 12.6(c), 12.6(e) AND 12.6(f), WILL APPLY WITH EQUAL FORCE AND EFFECT WITH RESPECT TO THE ASSOCIATION IN ANY LEGAL PROCEEDINGS INSTITUTED BY THE ASSOCIATION UNDER THIS SECTION 12.7. THE PROVISIONS OF SECTIONS 12.2 THROUGH 12.7 WILL BE BINDING UPON THE OWNERS AND THE ASSOCIATION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AS MAY BE IN EFFECT FROM TIME TO TIME.

12.8. Enforcement of Declaration, Bylaws and Rules.

(a) *Sanctions and Self-Help*. Except as otherwise provided in this Declaration, after notice and an opportunity to be heard as provided in the Bylaws, or the Rules, the Association, acting through the Board of Directors or any authorized agent may: (i) impose sanctions (including, without limitation, reasonable monetary fines and suspension of the Owner's right to vote in Association matters) for violations of the Governing Documents (ii) exercise self-help to cure any violations of the Governing Documents that an Owner or permittee fails or refuses to cure; and (iii) suspend any services it provides to any Owner who is more than 15 days delinquent in paying any Assessment or other charge due to the Association. All of the remedies set forth in the Governing Documents will be cumulative of each other and any other remedies available at law or in equity. If the Association prevails in any action to enforce the provisions of the Governing Documents, it will be entitled to recover all costs, including, without limitation attorneys' fees and court costs, reasonably incurred by it in such action.

(b) *No Waiver*. In no event will the Association's failure to enforce any covenant, restriction or rule provided for in the Governing Documents constitute a waiver of the Association's right to later enforce such provision or any other covenant of the Association's right to later enforce such provision or any other covenant, restriction or rule.

ARTICLE 13
General Provisions

13.1 Duration of Declaration. The term of this Declaration shall be perpetual.

13.2 Termination of Community. The Community may be terminated only by the agreement of (i) Owners holding at least eighty percent (80%) of the votes in the Association, and (ii) the holders of all first mortgages on Lots. In the event of such termination, the provisions of Section 38-33.3-218 of the Act shall apply.

13.3 Amendment of Declaration and Plat. This Declaration and the Plat may be amended. The Declaration (including the Plat) may be amended by the Declarant in certain defined circumstances, including without limitation when Declarant is exercising reserved rights under Article 4 hereof, and for purposes of correcting clerical, typographical or technical errors. The Declaration may be amended by the Association in certain defined circumstances. Otherwise, and subject always to any provisions of this Declaration requiring the consent of Declarant to certain actions, this Declaration (including the Plat) may be amended only by the vote or agreement of Owners holding at least sixty-seven percent (67%) of the votes in the Association.

An amendment to this Declaration shall be in the form of a "First (or Second, etc.) Amendment to Declaration and Plat" and shall be duly executed by the President and Secretary of the Association and recorded in the Office of the Clerk and Recorder of Garfield County. All amendments to this Declaration shall be indexed in the Grantee's index in the names of the Community and the Association, and in the Grantor's index in the name of each Person executing the amendment.

13.4 Compliance; Enforcement. Every Owner and Occupant of a Lot in the Community shall fully and faithfully observe, abide by, comply with and perform all of the covenants, conditions and restrictions set forth in this Declaration, the Articles, Bylaws and Rules and Regulations, and all approvals granted by the Board of Directors, as the same or any of them may be amended from time to time. In addition to any other rights or remedies that may be provided to any Person under the terms and provisions of this Declaration, the Association through its Board of Directors, and every Owner (except an Owner that is delinquent in the payment of Assessments hereunder), shall have the right, acting alone or together with others having such right, to enforce, by any proceeding at law or in equity, any or all of the covenants, conditions, restrictions, assessments, charges, liens, servitudes, easements and other provisions now or hereafter imposed by this Declaration, the Articles, Bylaws, Rules and Regulations, and approvals granted by the Board of Directors. Such enforcement rights shall include without limitation the right to bring an injunctive action for any form of injunctive relief available under Colorado law (including specific performance), or an action for damages, or both. Injunctive relief may include, without limitation, orders to stop work, orders to remove improvements constructed in violation hereof, orders to compel performance, and any other orders appropriate under the circumstances.

The Board of Directors shall have the further right (a) to levy and collect reasonable fines for the violation of any of the foregoing matters, (b) to levy and collect a Reimbursement Assessment against any Owner, and/or (c) to enter upon any Lot/Unit within the Community, after giving the Unit Owner or Occupant at least five (5) days written notice of the nature of the violation (unless an emergency exists, in which case without notice), without liability to the

Owner or Occupant thereof, to enforce or cause compliance with such matters, at the cost and expense of the Owner or Occupant in violation.

In any action brought under this Section 13.4, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection therewith. Failure by any party entitled to do so to exercise in a particular instance any of the rights available to it under this Section 13.4 shall in no event be deemed a waiver of the right to do so in any other instance.

Provided always, that no Owner shall have the right to bring an enforcement action against another Owner or Occupant for a breach by that Owner or Occupant of any of such matters, or against the Association for a breach by the Association of any of such matters or for a failure by the Association to enforce compliance with such matters by others, until the aggrieved Owner has given the offending Owner or Occupant and the Association at least thirty (30) days prior written notice of the aggrieved Owner's complaint and the opportunity to resolve the problem during that thirty (30) day period.

And further provided, that notwithstanding any law to the contrary, no action shall be commenced or maintained to enforce the terms of any building restriction contained in the provisions of this Declaration, the Bylaws, the Articles of Incorporation, or the Rules and Regulations, or to compel the removal of any Building or improvement because of the violation of the terms of any such building restriction, unless the action is commenced within one year from the date from which the Person commencing the action knew or in the exercise of reasonable diligence should have known of the violation for which the action is sought to be brought or maintained.

13.5 Notice. Each Owner, and each first mortgagee if it so elects, shall register its mailing address and email address from time to time with the Association. Except as otherwise specifically provided in this Declaration, any notice permitted or required to be given hereunder shall be in writing and may be delivered either personally, by facsimile transmission, by mail or by email. Notices delivered personally or sent by facsimile transmission shall be deemed given on the date so delivered or sent. If delivery is made by mail, it shall be deemed to have been delivered two (2) business days after a copy of the same has been posted in the first-class U.S. Mail with adequate postage affixed, addressed to the receiving party at the address last registered by such party with the Association, or in the case of an Owner that has not provided such an address, to the Unit of that Owner. Notices to the Association shall be sent to such address as it may from time to time designate in writing to each Owner.

13.6 No Dedication to Public Use. Nothing contained in this Declaration shall be deemed to be or to constitute a dedication of all or any part of the Community to the public or to any public use.

13.7 Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a common and general plan for the development, improvement, enhancement, protection and enjoyment of the Community.

13.8 Conflicts between Documents.

(a) In the event of any conflict or inconsistency between the provisions of this Declaration and the Plat, the provisions of the Plat shall govern and control and the Declaration shall automatically be amended, but only to the extent necessary to conform the conflicting provisions hereof with the provisions of the Plat.
(b) In the event of any conflict or inconsistency between this Declaration and the Articles and Bylaws of the Association, this Declaration shall control. In the event of any conflict or inconsistency between the Articles and the Bylaws of the Association, the Articles shall control.

13.9 Declarant's Disclaimer of Representations and Warranties. No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the Community or any portion thereof or any improvements thereon, its or their physical condition, zoning, utilities, or in connection with the subdivision, sale, improvement, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing herein, in any purchase and sale agreement executed by Declarant, or in any closing document related thereto.

13.11 Captions. Captions given to various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof and shall not be considered in interpreting any of the provisions hereof.

13.12 Singular Includes Plural. Unless the context requires a contrary construction, as employed in this Declaration the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

13.13 Remedies Cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

13.14 Governing Law; Jurisdiction. The laws of the State of Colorado shall govern the interpretation, validity, performance, and enforcement of this Declaration. Any legal action brought in connection with this Declaration shall be commenced in the District Court for Garfield County, Colorado, and by acceptance of a deed to a Unit each Unit Owner voluntarily submits to the jurisdiction of such court.

13.15 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof. Where any provision of this Declaration is alleged to be or declared by a court of competent jurisdiction to be unconscionable, Successor Declarant shall have the right by amendment to this Declaration to replace such provision with a new provision, as similar thereto as practicable but which in Declarant's reasonable opinion would be considered not to be unconscionable.

13.16 Association as Attorney-in-Fact. Except as otherwise provided herein, this Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the Property and the Project in the event of its destruction, damage, obsolescence, or condemnation, including the repair, replacement and improvement of any Lots/Units, Common Elements or other portions thereof which may have been destroyed, damaged, condemned, or become obsolete. Title to any Lot/Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the declarant or from any Owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint the Association as their true and lawful attorney in their name, place and stead, for the purpose of dealing with the Community and Property upon its damage, destruction, obsolescence, or condemnation as is hereinafter provided. As attorney-in-fact, the Association, by its president and secretary or its other duly authorized officers and agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner which is necessary and appropriate to exercise the powers herein granted.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

DECLARANT

Coal Seam, LLC, a Colorado limited liability company

By:_____
Print Name:_____
Its:_____

STATE OF COLORADO
County of Garfield

Acknowledged, subscribed and sworn to me before me this ____ day of _____, 2025 by _____, as _____ of Coal Seam, LLC, a Colorado limited liability company, Declarant.

WITNESS my hand and official seal.

My Commission expires:_____.

_____
Notary Public

EXHIBIT A
Legal Description

RIIVER BEND P.U.D. ACCORDING TO THE PLAT RECORDED JUNE 24, 1999 UNDER RECEPTION NO. 547815

LESS AND EXCEPT TRACT I, LOTS 67 TROUGH 91, AND MORGAN STREET, CULVER CIRCLE, WINTERS LANE, AND THE EASTERLY PORTION OF CRAWFORD WAY, COAL SEAM GLEN, P.U.D., GARFIELD COUNTY, COLORADO AS SHOWN ON THE SUBDIVISION PLAT OF COAL SEAM GLEN P.U.D., FILING ONE RECORDED JUNE 24, 1999 AS RECEPTION NO. 547815, AND

LESS AND EXCEPT LOTS ____ THROUGH ____, LOT 1, TRACTS ____ AND ____, PART OF RIVER BEND, SHEPHERD'S LANE AND STOCTON ROAD, RIVER BEND P.U.D., GARFIELD COUNTY, COLORADO, AS SHOWN ON THE SUBDIVISION PLAT OF RIVER BEND, P.U.D., FILING TWO, RECORDED DATE: _____, AS RECEPTION NO. _____.

LESS AND EXCEPT LOT 98 TRACT A-1 AND TRACT E, AS SHOWN ON THE SUBDIVISION PLAT OF COAL SEAM GLEN, P.U.D., FILING THREE RECORDED MAY 6, 2002, AS RECEPTION NO. 602820.
COUNTY OF
GARFIELD STATE
OF COLORADO

ALSO DESCRIBED AS:

PARCEL 1:

BEGINNING AT A POINT WHICH IS THE NORTHWESTERLY CORNER OF PARCEL A, SITUATED IN THE NE 1/4 OF THE NW
¼ OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, OF THE 6TH PRINCIPAL MERIDIAN, WHENCE THE NORTHERLY CORNER OF SAID COAL SEAM GLEN P.U.D. BEARS N 46 DEGREES 46’52” E, 350.02 FEET AND THE WITNESS CORNER TO THE N ¼ CORNER TO SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, SIXTH PRINCIPAL MERIDIAN, BEARS N 70 DEGREES 34’42 E, 338.29;

16. THENCE S 59 DEGREES 54’00” E, 82.33 FEET;
17. THENCE S 30 DEGREES 06;00” W, 409.00 FEET;
18. THENCE S 59 DEGREES 54’00” E, 74.00 FEET;
19. THENCE S 30 DEGREES 06’00” W, 3.00 FEET;
20. THENCE S 59 DEGREES 54’00” E, 257.00 FEET;
21. THENCE S 30 DEGREES 06’00” W, 179.00 FEET;
22. THENCE S 75 DEGREES 06’00” W, 40.02 FEET;
23. THENCE S 30 DEGREES 06’00” W, 58.70 FEET;
24. THENCE N 59 DEGREES 54’00” W, 33.00 FEET;
25. THENCE S 30 DEGREES 06’00” W, 50.00 FEET;
26. THENCE S 59 DEGREES 54’00: E, 61.30 FEET;
27. THENCE S 30 DEGREES 06’00” W, 214.01 FEET
28. THENCE N 59 DEGREES 53’57” W, 602.71 FEET;
29. THENCE N 67 DEGREES 23’29” W, 97.55 FEET;
30. THENCE N 46 DEGREES 46’52” E, 996.68 FEET TO THE POINT OF BEGINNING;

PARCEL 2:

BEGINNING AT A POINT WHICH IS THE NORTHWESTERLY CORNER OF PARCEL B, SITUATED IN THE NE1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, WHENCE THE NORTHERLY CORNER OF SAID COAL SEAM GLEN P.U.D. BEARS N 17 DEGREES 16'35" W, 589.63 FEET AND THE WITNESS CORNER TO THE
N 1/4 CORNER TO SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, SIXTH PRINCIPAL MERIDIAN, BEARS N 14 DEGREES 18'23" W, 449.78 FEET;

31. THENCE S 59 DEGREES 54'00" E, 103.45 FEET;
32. THENCE S 01 DEGREES 22'11" W, 135.47 FEET;
33. THENCE N 88 DEGREES 37'49" W, 88.50 FEET;
34. THENCE S 01 DEGREES 22'11" W, 120.00 FEET;
35. THENCE S 56 DEGREES 54'45" W, 45.89 FEET;
36. THENCE NORTHWESTERLY 19.66 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT WITH A RADIUS OF

42.00 FEET, A DELTA OF 26 DEGREES 49'00", AND A CHORD BEARING N 46 DEGREES 29'00" W, 19.48 FEET;
7. THENCE N 59 DEGREES 54'00" W, 109.00 FEET;
8. THENCE N 30 DEGREES 06'00" E, 303.00 FEET TO THE

POINT OF BEGINNING

PARCEL 3:

BEGINNING AT A POINT WHICH IS THE NORTHWESTERLY CORNER OF PARCEL C, SITUATED IN THE NE1/4 OF THE NW1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, WHENCE THE NORTHERLY CORNER OF SAID COAL SEAM GLEN P.U.D. BEARS N 08 DEGREES 35'21" W, 926.64 FEET AND THE WITNESS CORNER TO THE
N1/4 CORNER TO SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, SIXTH PRINCIPAL MERIDIAN, BEARS N 05 DEGREES 23'18" W, 792.55 FEET;
16. THENCE S 59 DEGREES 54'00" E, 110.02 FEET;
17. THENCE S 01 DEGREES 22'11" W, 343.32 FEET;
18. THENCE N 80 DEGREES 54'48" W, 184.84 FEET;
19. THENCE S 32 DEGREES 46'00" W, 14.19 FEET;
20. THENCE N 59 DEGREES 54'00" W, 96.22 FEET;
21. THENCE N 30 DEGREES 06'00" E, 360.50 FEET;
22. THENCE NORTHEASTERLY 21.99 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT WITH A RADIUS OF
42.00 FEET, A DELTA OF 30 DEGREES 00'00", AND A CHORD BEARING N 15 DEGREES 06'00" E, 21.74 FEET TO THE POINT OF BEGINNING.
COUNTY OF
GARFIELD STATE
OF COLORADO

EXCEPT FOR LOTS PARTIALLY RELEASED BY INSTRUMENTS RECORDED

JUNE 24, 2005, RECEPTION NO. 676868
JULY 22, 2005, RECEPTION NO. 678704
JULY 22, 2005, RECEPTION NO. 678705
AUGUST 19, 2005, RECEPTION NO. 680543
OCTOBER 7, 2005, RECEPTION NO. 683889
OCTOBER 25, 2005, RECEPTION NO. 685003
DECEMBER 29, 2005, RECEPTION NO. 689293
DECEMBER 29, 2005, RECEPTION NO. 689294
JANUARY 12, 2006, RECEPTION NO. 690382
FEBRUARY 17, 2006, RECEPTION NO. 692481
FEBRUARY 17, 2006, RECEPTION NO. 692482
JUNE 23, 2006, RECEPTION NO. 700675
AUGUST 4, 2006, RECEPTION NO. 703695
SEPTEMBER 5, 2006, RECEPTION NO. 706011
DECEMBER 7, 2006, RECEPTION NO. 712633 AND
RELEASE RECORDED MARCH 25, 2011 AT RECEPTION NO.800527,

Now known and described as follows:

Lot 1 and Lot 2, ***Section: 2 Township: 6 Range: 91 Subdivision: RIVERSIDE PARK SUBDIVISION Lot: 1 5.84 ACRES***
known as: ***7051 County Road 335, New Castle, CO 81647***
according to the Plat thereof recorded February 15, 2006, at Reception No. 548663,
Riverside Park P.U.D. County of Garfield, '
State of Colorado

Exhibit B
Allocated Interests and Votes for Each Lot

EXHIBIT C

Other Recorded Easements and Licenses Affecting the Community

1. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 10, 1892, IN BOOK 12 AT PAGE 148 AND RECORDED JULY 29, 1895 IN BOOK 12 AT PAGE 375

2. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 10, 1892, IN BOOK 12 AT PAGE 148 AND RECORDED JULY 29, 1895 IN BOOK 12 AT PAGE 375

3. EASEMENT AND RIGHTS OF WAY FOR WATER PIPELINES AND TANK GRANGED IN INSTRUMENT RECORDED DECEMBER 9, 1907 IN BOOK 67 AT PAGE 523.

4. AN EASEMENT FOR TELEPHONE FACILITIES AND INCIDENTAL PURPOSES GRANTED TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, AS SET FORTH IN INSTRUMENT RECORDED APRIL 28, 1972 IN BOOK 430 AT PAGE 140.

5. AN EASEMENT FOR UTILITIES AND INCIDENTIAL PURPOSES GRANTED TO ROCKY MOUNTAIN NATURAL GAS, AS SET FORTH IN THE INSTRUMENT RECORDED OCTOBER 11, 1988 IN BOOK 742 AT PAGE 488.

6. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE AVIATION AND HAZARD EASEMENT RECORDED JUNE 24, 1999 IN BOOK 1136 AT PAGE 848.

7. EASEMENTS, NOTES, COVENANTS, RESTRICTIONS AND RIGHTS OF WAY AS SHOWN ON THE PLAT OF COAL SEAM GLEN P.U.D. AND SUBDIVISION PLAT OF COAL SEAM GLEN P.U.D., FILING ONE, RECORDED JUNE 24, 1999 AT RECEPTION NO. 547815. PLAT OF COAL SEAM GLEN P.U.D. FILING TWO RECORDED APRIL 6, 2001 AT RECEPTION NO. 578837. COAL SEAM GLEN P.U.D. FILING THREE RECORDED MAY 6, 2002 AT RECEPTION NO. 602820. COAL SEAM GLEN P.U.D. FILING SIX RECORDED AUGUST 3, 2004 AT RECEPTION NO. 657173. COAL SEAM GLEN P.U.D. SEVEN RECORDED SEPTEMBER 2, 2005 AT RECEPTION NO. 681591. COAL SEAM GLEN P.U.D. FILING SEVEN AMENDED RECORDED SEPTEMBER 18, 2006 AT RECEPTION NO. 707092. COAL SEAM GLEN P.U.D. FILING SEVEN 3RD AMENDMENT RECORDED MARCH 14, 2007 AT RECEPTION NO. 718972.

8. TERMS, CONDITIONS PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED JUNE 24, 1999 AT RECEPTION NO. 547817. AMENDMENTS THERETO RECORDED APRIL 6, 2001 AT RECEPTION NO. 578838, DECEMBER 4, 2003 AT RECEPTION NO. 642296,

APRIL 20, 2004 AT RECEPTION NO. 650500, AUGUST 3, 2004 AT RECEPTION NO. 657172 AND SEPTEMBER 2, 2005 AT RECEPTION NO. 681592.

9. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AS SET FORTH IN THE AGREEMENT FOR ASSIGNMENT OF RIGHTS AND ASSUMPTIONS OF OBLIGATIONS FOR RIVER BEND P.U.D. RECORDED APRIL 20, 2004 AT RECEPTION NO. 650499.

10. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE WATER FACILITIES EASEMENT AGREEMENT RECORDED AUGUST 24, 1999 AT RECEPTION NO. 547812.

11. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE COST SHARING AGREEMENT RECORDED SEPTEMBER 8, 1999 AT RECEPTION NO. 551753.

12. FIRST AMENDMENT TO JOINT USE AND COST SHARING AGREEMENT DATED APRIL 19, 2016.

13. POTABLE WATER AND SANITARY SEWER MAINTENANCE AGREEMENT WITH THE CITY OF NEWCASTLE

14. DECLARATION FOR COAL SEAM

1934217v5

EXHIBIT K

Weed and Dust Management Plan

theSTEVENSgroup
Landscape Architecture
Site Development

May 30, 2024

Weed and Dust Management Plan
Coal Seam Mixed Use Development

Proposed Development

The proposed development calls for the construction of a 71 room hotel, retail space, restaurant, residential, all associated parking and circulation. The anticipated construction start date, following land use approvals, is Spring 2025. It is anticipated that all construction will occur during a single construction phase which will require approximately 18 months to complete.

Overview

Excavation for utilities and building foundations will require heavy equipment to be on site for approximately four months. The anticipated equipment will include, but not be limited to, track excavator, front end loader, compactor (sheep's foot and smooth drum). The site represents a net export of material so tandem axle dump trucks will be circulating through the site taking excavated material to a remote dump site. During the heavy excavation, dust management will be required.

Dust management

The Town of New Castle identifies methods for dust suppression within the Public Works Manual dated 2022 in Section 2150, Dust Suppression. This project will adhere to these requirements. In general, a water delivery vehicle, either truck or trailer, will be on site during all excavation and backfill operations for buildings and parking areas. Water will be applied to immediate construction areas by spray method. Application rate shall be sufficient to retard dust while not creating mud. This method of dust suppression shall be used during all construction activities that have the potential to create dust. No chemicals will be applied, with the spray being limited to water.

Weed Control

During actual construction activities, weed germination is minimal due to traffic, both vehicular and human. Once the structures are nearing completion and activity is limited to interior work is when weed germination begins to happen. During this period, and until landscape construction begins, weeds will be sprayed with a commercially available weed suppressant as needed. Landscaping will occur within the first growing season after building and parking construction completion. From the time landscape construction is complete and seed has reached full germination, hand weeding will be required. Landscape maintenance will be contracted immediately following completion of landscape construction.

EXHIBIT L

Fiscal Impact Study

COAL SEAM MIXED USE DEVELOPMENT

Fiscal Impact Analysis
Revised May 13, 2025
Revised July 7, 2025
Revised October 15, 2025

Introduction

Coal Seam, LLC has prepared a fiscal impact study of the Coal Seam Mixed Use combined Preliminary and Final Plan Application. The project is located at Lot 1 of the River Park PUD, in the Town of New Castle, Colorado. Coal Seam, LLC. is proposing to develop a 71-room hotel, restaurant, 4 rental residential units, consistent with the allowed and conditional uses included in Sections 17.60.020 and 17.60.030 of the New Castle Land Use Code.

According to the Town's Preliminary Plan checklist, a calculation of "projected ongoing revenues and costs to be received or incurred by the town as a result of development proposed in the application" is required. Such calculations shall be provided for the first 15 years after full development of the proposed subdivision.

In this analysis, revenues to be received and costs to be incurred as a result of the proposed development have been projected out to 2045 on the basis of available data and various assumptions. The projection period through 2045 is intended to capture ongoing impacts for the first 15 years following full build-out.

According to the Town's 2024 adopted budget:

> *During the past few years New Castle has experienced high inflation, swiftly rising housing costs, labor shortages, high construction costs, rising operational costs, and other challenges that were not in place prior to the COVID pandemic. Despite these challenges, New Castle has been able to maintain or in some cases expand on its' services and commitment to the community. New Castle remains committed to being fiscally responsible, forward-thinking, and protective of our strong community values. We understand why residents choose to call New Castle their home and stand determined to manage the town's finances and resources in the best interest of those that we serve.*

On the basis of various assumptions—such building cost per square foot, annual mixed-use revenue, and others—we will estimate the economic impact arising from construction of the hotel and from the mixed use commercial and rental residential units over time.

Methodology

To study the fiscal impacts of the proposed development, Coal Seam, LLC. constructed a build-out–proforma model. The number of units by type, phasing, and construction costs were used to create a build-out model of the development occurring over two years from 2026 through 2027.

The financial impacts of construction were estimated using a detailed line-item estimate based on preliminary construction bids. Total construction cost is estimated to be $14,409,000 million, not including soft costs such as architecture. This amount was reduced to 60 percent, or $8,645,400 million, to conservatively capture only local impact.

Property tax impacts are inferred for each type of proposed property based on comparable property assessments and using New Castle's 8.2 mill levy. The property is currently taxed as vacant commercial property and the 2024 tax burden was $8,367.04. Once the hotel is developed, Lot 1 would be taxed as Lodging at the 5.0 percent assessment rate. Lot 2 will be taxed as commercial and residential. The current property tax paid on this parcel is netted out of estimates of future property tax revenues. All revenues and expenses are assumed to escalate at 2.5 percent, annually.

Total property tax impacts are also estimated; these include revenue for school, water, transportation, and other jurisdictions in addition to the Town of New Castle.

Results

PROJECTED REVENUE

The proposed development includes 4 residential units made up of 1 and 2 bedroom units. This yields a slightly lower number of people per housing units, 1.75. The 4 units times 1.75 gives an estimated total of 7 residents.

The $14.4 million construction investment modeled would generate a direct revenue impact of over $4.8 million over 15 years of operation.

Construction Use Tax during construction, at a rate of 2% of 45% of total construction costs would yield the following estimated amounts:

Hotel	$10,560,000.00 x .45 x .02 =$95,850.00
Restaurant Space	$976.000.00 x .45 x .02 = $8,775.00
Residential Space	$667,200.00 x .45 x .02 = $6,004.80
TOTAL	$14,409,000

TOTAL EST. USE TAX	**$110,629.80**

Water and Sewer Tap Fees to be paid during the construction phase at a rate of $6,000.00 per water EQR and $6,000.00 per sewer tap.

Water Tap Fee – 38.89 EQR x $6,000/EQR =	$233,340.00
Water Surcharge Fee	$75,132.00
Sewer Tap Fee – 38.89 EQR x $6,000/EQR =	$233,340.00
Sewer Surcharge Fee	$100,176.00
Dedication Fee	$300,528.00
TOTAL	

TOTAL COMBINED WATER AND SEWER TAP FEE	**$942,516.00**

Lodging Tax is based on a 71-room buildout. Estimated occupancy rate is 65% and the anticipated nightly rental is $145.00.

71 Rooms x 65% = 46 average daily occupancy

46 Rooms x $145.00 = $6,670 average daily revenue

$6,670 x 365 days per year = $2,434,550 average yearly revenue

$2,434,550 x 5% Lodging Tax = $121,727.50

TOTAL LODGING TAX YEAR ONE OF BUSINESS	**$121,727.50**

Restaurant Sales Tax has been calculated using an average of $500 of revenue per square foot of restaurant/bar space per year (AI Overview). Based on a gross square footage of 2,000, the restaurant space could be anticipated to create $1,000,000 per year in gross sales revenue. Applying the sales tax rate of 3.5% yields an anticipated yearly tax revenue of the following:

$1,000,000 x 3.5% = $35,000.00

TOTAL RESTAURANT SALES TAX PER YEAR	**$35,000.00**

Rental Apartment Property Tax has been estimated using the New Castle mill rate of .46 and an anticipated property valuation, once complete, of $250,000 per rental apartment, times ten apartments

$250,000 average value x 4 units = $1,000,000

$1,000,000 x .01 = $25,000 x .46 = $10,000.00

TOTAL PROPERTY TAX/YR. FOR 4 RENTAL UNITS	**$10,000.00**

.0.00

Property Tax Per Year Hotel Property has been estimated using the New Castle mill rate of .46 and an anticipated property valuation, once complete of $18,000,000

$14,409,000 x .01= $180,000 x .46 = $82,800

TOTAL PROPERTY TAX/YR. FOR HOTEL PARCEL	**$66,281.40**

Property Tax Per Year Parcel (less rental apartments) has been estimated using the New Castle mill rate of .46 and an anticipated property valuation, once complete of $5,000,000.

$5,000,000 x .01 = $50,000 x .46 = $23,000.00

TOTAL PROPERTY TAX/YR. FOR OFFICE PARCEL	**$23,000.00**

Incremental General Fund Revenue is extrapolated from the estimated revenue and number of new residents in the development. This is revenue that results from 4 residential units with an average occupancy of 2.56 persons per unit for a total of 7 residents. Taking an average of 2021 actual through 2024 budget, we find an average of $1,073 per person.
7 residents x $1,073 = $7,511.00/year.

TOTAL INCREMENTAL REVENUE	**$7,511.00**

INITIAL REVENUE PER YEAR

CONSTRUCTION PHASE	
ANNUAL REVENUE TO NEW CASTLE – YEAR TWO WITH CONSTRUCTION USE TAX, WATER AND SEWER TAP FEES	
TOTAL	**$1,0563,145.80**
OPERATIONS PHASE	
ANNUAL REVENUE TO NEW CASTLE – YEAR THREE	
TOTAL	**$263,5619.90**

ANNUAL REVENUE

YEARS 3 THROUGH FIFTEEN

Year 3	$263,519.90	Year 10	$313,242.35
Year 4	$270,107.90	Year 11	$321,073.41
Year 5	$276,860.60	Year 12	$329,100.25
Year 6	$283,782.11	Year 13	$337,327.54
Year 7	$290,876.66	Year 14	$345,760.95
Year 8	$298,148.59	Year 15	$354,404.98
Year 9	$305,602.30		
TOTAL REVENUE OVER 15 YEARS			**$3,989,807.54**

PROJECTED EXPENSES

The incremental increased costs incurred by the Town are estimated by taking the average general fund expenditure per person for the years 2021 to 2024 budget ($985 per person). This has used to establish an estimated expense per year for the proposed projects, all uses, beginning in year three, the first year of operation. It too can be appreciated over a fifteen-year period at a rate of 2.5%.

Residential Uses

4 units projected to house 7 residents

7 residents x $985.00 per resident = $6,895.00 per year

TOTAL RESIDENTIAL EXPENSE $6,895.00/YEAR

Hotel Use

The proposed hotel has 71 rooms with an anticipated average occupancy rate of 65%. This yields an average nightly room rental of 46 units. The average unit is occupied by 2 people. The average stay is 12 hours, or .5 of a day.

46 rooms x 2 residents x .5 = 46 residents

46 residents x $985.00 per resident = $45,310.00 per year

TOTAL HOTEL RESIDENTIAL EXPENSE $45,310.00/YEAR

Restaurant Use

The restaurant is anticipated to seat 60 people. Primary hours of operation are anticipated to be between 5:00 pm and 11:00pm or 6 hours or .25 of a day of use. It is anticipated that an average stay per user is 1.5 hours, or 4 turnovers per table. The anticipated occupancy on an average basis is 66% or 40 people.

40 People x .25 = 10 full time equivalents
10 full time equivalents x $985.00 per equivalent = $9,850.00/year

TOTAL RESTAURANT EQUIVALENT RESIDENT EXPENSE $9,850.00/YEAR

TOTAL YEARLY EXPENSE TO THE TOWN, YEAR 3 $62,055.00/YEAR

ANNUAL EXPENSE
YEARS THREE THROUGH 15
at 2.5% Annual Increase

Year 3	$62,055.00	Year 10	$73,763.89
Year 4	$63,606.38	Year 11	$75,607.99
Year 5	$65,196.53	Year 12	$77,498.19
Year 6	$66,826.45	Year 13	$79,435.65
Year 7	$68,497.10	Year 14	$81,421.54
Year 8	$70,209.54	Year 15	$83,457.07
Year 9	$71,964.77		
TOTAL EXPENSE OVER 15 YEARS			**$939,540.10**

SUMMARY

	Revenue to Town	Expense to Town
Construction Phase 1	**$1,053,145.80**	**$0.00**
Operation Phase 2, Year 3	**$263,519.90**	**$62,055.00**
Operation Phase 2, Fifteen year	**$3,989,807.54**	**$939,540.10**

EXHIBIT M

Will Serve Letters

RED
ARCHITECTURE | INTERIORS | LIGHTING

Caet May <caetm@redroom-design.com>

Fwd: New Castle Development

Abdi Pirzadeh <Abdi@aspenbuilt.net> Wed, Oct 29, 2025 at 3:46 PM
To: Caet May <caetm@redroom-design.com>, Lauren Dufresne <laurend@redroom-design.com>, Pinnacle Design <pinnacledesign@sopris.net>, "tstevens@stevensgroupinc.com" <tstevens@stevensgroupinc.com>

Best,

Abdi Pirzadeh, President
1101 Village Rd. # LL-1B
Carbondale, CO 81623
(970)618-3555 mobile

https://aspenbuilt.net/
Abdi@aspenbuilt.net

[cid:image001.png@01DC48EB.3E6CE2B0]
General Contractors

From: Wakefield, Samantha L <Samantha.l.wakefield@xcelenergy.com>
Sent: Wednesday, September 24, 2025 12:10 PM
To: Abdi Pirzadeh <Abdi@aspenbuilt.net>
Subject: RE: New Castle Development

Abdi,
I don't have enough information to give you an actual design. We need final loads to size transformers and final approved plat from the Town of New Castle before we design. We will want to come off pole with cabinet in front of condos (Riverview) on Co Rd 335. Cabinet is because the pole is full, then bring primary into your property and set transformer on each lot. We will require easement. Gas is available in Co Rd 335. Please check our standards(aka bluebook) for clearances on transformers. Sorry I can't do more at this time. Please apply when you have final loads and have approval from the Town. It would be ok to apply when design with the Town has only minor changes.
Thanks.
Sam

From: Abdi Pirzadeh <Abdi@aspenbuilt.net<mailto:Abdi@aspenbuilt.net>>
Sent: Wednesday, September 10, 2025 3:02 PM
To: Wakefield, Samantha L <Samantha.l.wakefield@xcelenergy.com<mailto:Samantha.l.wakefield@xcelenergy.com>>
Cc: Pinnacle Design <pinnacledesign@sopris.net<mailto:pinnacledesign@sopris.net>>; tstevens@stevensgroupinc.com<mailto:tstevens@stevensgroupinc.com>
Subject: New Castle Development

EXTERNAL - STOP & THINK before opening links and attachments.
Hi again Sam. Attached you will find the site plan and the work on progress civil engineering. New Castle has requested the electrical provider's design so they can approve the project. If that is not feasible which I don't think it is will you please send us a letter referencing what Excel I sable to provide without the approved project?

Best Regards,

Abdi Pirzadeh, President
1101 Village Rd. # LL-1B
Carbondale, CO 81623
(970)618-3555 mobile

https://aspenbuilt.net/<https://urldefense.com/v3/__https:/aspenbuilt.net/__;!!NkAB54OY!_fjZVpg7XECF0s_51d-D1s-TAJHitBhX6-1JlzJ70zQaA2bNzdnYCveaFcRqndi0sv7z_fNtKTZPjoBScebODnd4nupB$>

Abdi@aspenbuilt.net<mailto:Abdi@aspenbuilt.net>

[cid:image001.png@01DC48EB.3E6CE2B0]

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2 attachments



image001.png
9K

20250924115217.pdf
178K

RED
ARCHITECTURE | INTERIORS | LIGHTING

Caet May <caetm@redroom-design.com>

7051 335 County Road, New Castle, Colorado 81647

Killian - CDOT, Brian <brian.killian@state.co.us> Tue, Jun 4, 2024 at 9:53 AM
To: Caet May <caetm@redroom-design.com>
Cc: Tyniele Jordaan <tynielej@redroom-design.com>, Abdi Pirzadeh <Abdi@aspenbuilt.net>, Tom Steven <Tom@aspenbuilt.net>, Kandis Aggen - CDOT <kandis.aggen@state.co.us>

Caet,

Overall, CDOT has no comment since this is out of our jurisdiction, however, if the access creates safety and operational issues at the interchange, something will need to be done to mitigate the problems.

Per your proposed access location, the access will become a right-in-right out when a roundabout is installed. I wanted you to be aware of that. CDOT has no timeline on the roundabout construction, but it will eventually happen.

CDOT has no additional comments on the access.

Thanks,

Brian Killian
Region 3 Access Program Manager
Traffic & Safety

COLORADO
Department of Transportation

P 970-683-6284 | C 970-210-1101 | F 970-683-6290
222 S. 6th St, Room 100 Grand Junction, CO 81501
brian.killian@state.co.us | www.codot.gov | www.cotrip.org

On Fri, May 31, 2024 at 4:25 PM Caet May <caetm@redroom-design.com> wrote:
[Quoted text hidden]

WILL SERVE LETTER

May 30, 2024

Abdi Pirzadeh
110 Spur Dr
Glenwood Springs CO 81601

Re: The Coal Seam LLC Development

Dear Abdi,

This letter is to confirm that Xcel Energy is your utility provider for natural gas and electric service. In accordance with our tariffs, on file with and approved by the Colorado Public Utilities Commission, gas and electric facilities can be made available to serve the project at 7051 County Road 335, New Castle CO 81647. The cost, and whether any reinforcements or extensions are required, for the Company to provide those facilities will be determined by your designer upon receipt of application and project plans.

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

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

An estimated scheduled in-service date will be provided once these requirements have been met. It is important to keep in mind that the terms and conditions of utility service, per our tariffs, require that you provide adequate space and an easement on your property for all gas and electric facilities required to serve your project, including but not limited to gas and electrical lines and meters, transformers, and pedestals. General guidelines for requirements can be found on our website at xcelenergy.com/InstallAndConnect.

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

Sincerely,

Sam Wakefield
Xcel Energy Planner

Mailing address: Xcel Energy
1995 Howard Ave
Rifle, CO 81650

EXHIBIT N

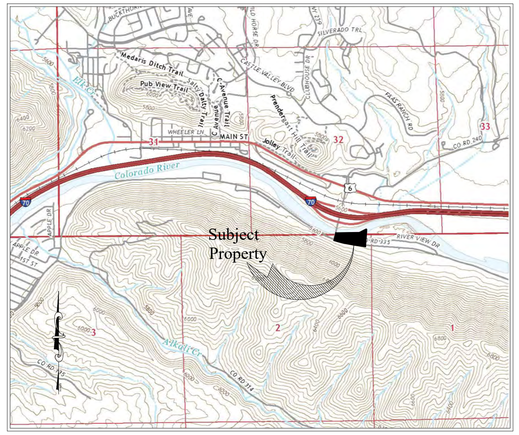
Drawing Package

Plat (Pinnacle Design Consulting Group)
Survey (Tuttle Surveying Services, Inc.)
Floodplain Maps (Schmueser Gordan Meye Engineers & Surveyors)
Civil Plans (Pinnacle Design Consulting Group)
Civil Drainage Report (Pinnacle Design Consulting Group)
Landscape and Irrigation Plan (The Stevens Group, Inc.)
Rockfall Mitigation Plan (CTL Thompson)
Architectural Site Plan (RED Room Design, LLC)
Architectural Lot Coverage (RED Room Design, LLC)
Architectural Gross Area (RED Room Design, LLC)
Architectural Floor Plans (RED Room Design, LLC)
Architectural Elevations (RED Room Design, LLC)
Architectural Signage (RED Room Design, LLC)
Architectural 3D Renderings (RED Room Design, LLC)
Structural Retaining Wall Plan (BWR)

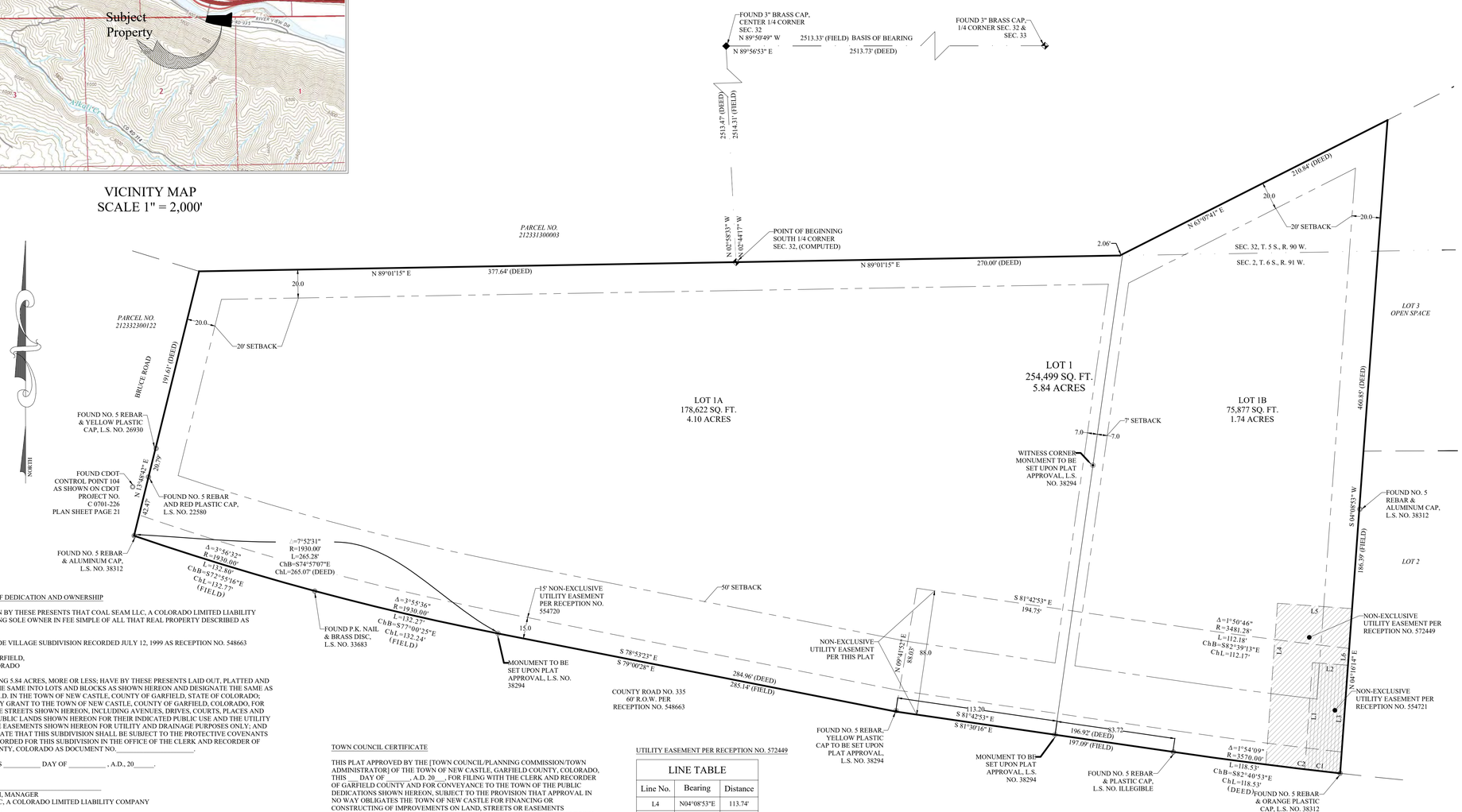
FINAL SUBDIVISION PLAT & FINAL P.U.D. DEVELOPMENT PLAN

COAL SEAM P.U.D.

A RESUBDIVISION OF LOT 1, RIVERSIDE PARK SUBDIVISION
RECORDED JULY 12, 1999 AS RECEPTION NO. 548663
TOWN OF NEW CASTLE, COUNTY OF GARFIELD, STATE OF COLORADO



VICINITY MAP
SCALE 1" = 2,000'



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

CERTIFICATE OF DEDICATION AND OWNERSHIP

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

LOT 1, RIVERSIDE VILLAGE SUBDIVISION RECORDED JULY 12, 1999 AS RECEPTION NO. 548663

COUNTY OF GARFIELD,
STATE OF COLORADO

AND CONTAINING 5.84 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 COAL SEAM P.U.D. IN THE TOWN OF NEW CASTLE, COUNTY OF GARFIELD, STATE OF COLORADO; AND DO HEREBY GRANT TO THE TOWN OF NEW CASTLE, COUNTY OF GARFIELD, COLORADO, FOR PUBLIC USE THE STREETS SHOWN HEREON, INCLUDING AVENUES, DRIVES, COURTS, PLACES AND ALLEYS, THE PUBLIC LANDS SHOWN HEREON FOR THEIR INDICATED PUBLIC USE AND THE UTILITY AND DRAINAGE EASEMENTS SHOWN HEREON FOR UTILITY AND DRAINAGE PURPOSES ONLY; AND SO FURTHER STATE THAT THIS SUBDIVISION SHALL BE SUBJECT TO THE PROTECTIVE COVENANTS FILED AND RECORDED FOR THIS SUBDIVISION IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO AS DOCUMENT NO._____.

EXECUTED THIS _____ DAY OF _____, A.D., 20_____.

_____
ABDI PIRZADEH, MANAGER
COAL SEAM LLC, A COLORADO LIMITED LIABILITY COMPANY
110 SPUR DRIVE
GLENWOOD SPRINGS, CO 81601

STATE OF COLORADO)
)SS
COUNTY OF GARFIELD)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____ A.D. 20__, BY ABDI PIRZADEH.

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND SEAL

NOTARY PUBLIC

EXECUTED THIS ___ DAY OF _____, A.D. 20___.

OWNER(S) _____

COUNTY OF GARFIELD) SS.
STATE OF COLORADO)

HE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF ___, A.D. 20___ BY _____.

WITNESS MY HAND AND SEAL

NOTARY PUBLIC

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

TOWN COUNCIL CERTIFICATE

THIS PLAT APPROVED BY THE [TOWN COUNCIL/PLANNING COMMISSION/TOWN ADMINISTRATOR] OF THE TOWN OF NEW CASTLE, GARFIELD COUNTY, COLORADO, THIS ___ DAY OF _____, A.D. 20 __, 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 OBLEGATES THE TOWN OF NEW CASTLE FOR FINANCING OR CONSTRUCTING OF IMPROVEMENTS ON LAND, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE TOWN COUNCIL.

_____
MAYOR

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

_____
TOWN CLERK

TITLE CERTIFICATE

_____ DOES HEREBY CERTIFY THAT TITLE COMPANY OF THE ROCKIES 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: _____
_____
_____.

LIENHOLDER CONSENT AND SUBORDINATION

THE UNDERSIGNED LIENHOLDER HEREBY CONSENTS TO AND APPROVES THE RECORDING OF THIS COAL SEAM P.U.D. PLAT AND HEREBY SUBORDINATES ITS LIEN RECORDED AS RECEPTION NUMBER _____ IN THE REAL PROPERTY RECORDS FOR GARFIELD COUNTY THERETO.

_____
LIENHOLDER NAME & TITLE

UTILITY EASEMENT PER RECEPTION NO. 572449

LINE TABLE		
Line No.	Bearing	Distance
L4	N04°08'53"E	113.74'
L5	S85°51'07"E	52.53'
L6	S04°08'53"W	116.17'

CURVE TABLE					
Curve No.	Arc Length	Radius	Delta Angle	Chord Bearing	Chord Length
C2	52.59'	3570.00'	0°50'39"	S83°12'38"E	52.59'

UTILITY EASEMENT PER RECEPTION NO. 554721

LINE TABLE		
Line No.	Bearing	Distance
L1	N04°08'35"E	75.23'
L2	S85°51'07"E	25.00'
L3	S04°08'53"W	76.29'

CURVE TABLE					
Curve No.	Arc Length	Radius	Delta Angle	Chord Bearing	Chord Length
C1	25.02'	3570.00'	0°24'06"	N83°25'55"W	25.02'

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT ___ O'CLOCK ___M., _____, 20___, AND IS DULY RECORDED IN BOOK ___, PAGE NO.___.

_____
CLERK AND RECORDER

BY _____
DEPUTY

LAND USE SUMMARY

LOT 1A	178,622 SQ. FT.	4.10 ACRES
LOT 1B	75,877 SQ. FT.	1.74 ACRES
TOTAL	**254,499 SQ. FT.**	**5.84 ACRES**

PLAT NOTES:

1) THERE SHALL BE A BLANKET UTILITY AND ACCESS EASEMENT UNDER THE PARKING LOT AND SIDEWALK AREAS AS CONSTRUCTED.

SURVEY NOTES:

1) THIS PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS, SETBACKS AND EASEMENTS OF RECORD, OR IN PLACE AND EXCEPTIONS TO TITLE SHOWN IN THE TITLE COMMITMENT PREPARED BY TITLE COMPANY OF THE ROCKIES, COMMITMENT NO. 0603996-C2 DATED NOVEMBER 23, 2022.

2) THE DATE OF THIS SURVEY WAS SEPTEMBER 25, 2025.

3) BASIS OF BEARINGS FOR THIS SURVEY IS A FIELD BEARING OF N89°50'49"W BETWEEN THE CENTER 1/4 OF SECTION 32, A 3" BRASS CAP FOUND IN PLACE, AND THE 1/4 CORNER OF SECTION 32 AND SECTION 33 , A 3" BRASS CAP FOUND IN PLACE. BEARINGS ARE BASED ON THE FINAL PLAT RIVERSIDE PARK SUBDIVISION RECORDED JULY 12, 1999 AS RECEPTION NO. 548663.

4) UNITS OF MEASURE FOR ALL DIMENSIONS SHOWN HEREON IS U.S. SURVEY FEET.

5) THIS SURVEY IS BASED ON THE SPECIAL WARRANTY DEED RECORDED JANUARY 31, 2023 AS RECEPTION NO. 983168 AND THE FINAL PLAT RIVERSIDE PARK SUBDIVISION RECORDED JULY 12, 1999 AS RECEPTION NO. 548663 IN THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE AND CORNERS FOUND IN PLACE.

6) ALL CORNERS, FOUND OR SET, UNLESS NOTED ARE FLUSH WITH THE GROUND.

7) CLERICAL ERRORS IN THE EASEMENT RECORDED AS RECEPTION NO. 554721 HAVE BEEN CORRECTED ON THIS PLAT.

SURVEYOR'S CERTIFICATE

I, TRAVIS J. KAISER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE BY ME AND UNDER MY SUPERVISION, THAT SAID 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 ON UPON THE GROUND, THAT SAID SURVEY COMPLIES WITH APPLICABLE REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 2025.

BY: _____
TRAVIS J KAISER, L.S. NO. 38294
FOR AND ON BEHALF OF DRAKE CONSULTING INC.

PRELIMINARY
FOR REVIEW
10/30/2025

Drake Consulting, Inc.
Land Surveying
PO Box 709 Rifle, CO 81650
Phone 970-987-1389
DrakeConsultingInc.com

Drawn By:	NO.	Date	Revision	By
ARK				
Checked By:				
TJK				
Date:				
OCTOBER 30, 2025				
Computer File:				
046-PLAT-TSS				

COAL SEAM, LLC
7051 COUNTY RD 335, NEW CASTLE, CO
FINAL SUBDIVISION PLAT & P.U.D.
COAL SEAM P.U.D.

Project NO.
25046

1 OF 1

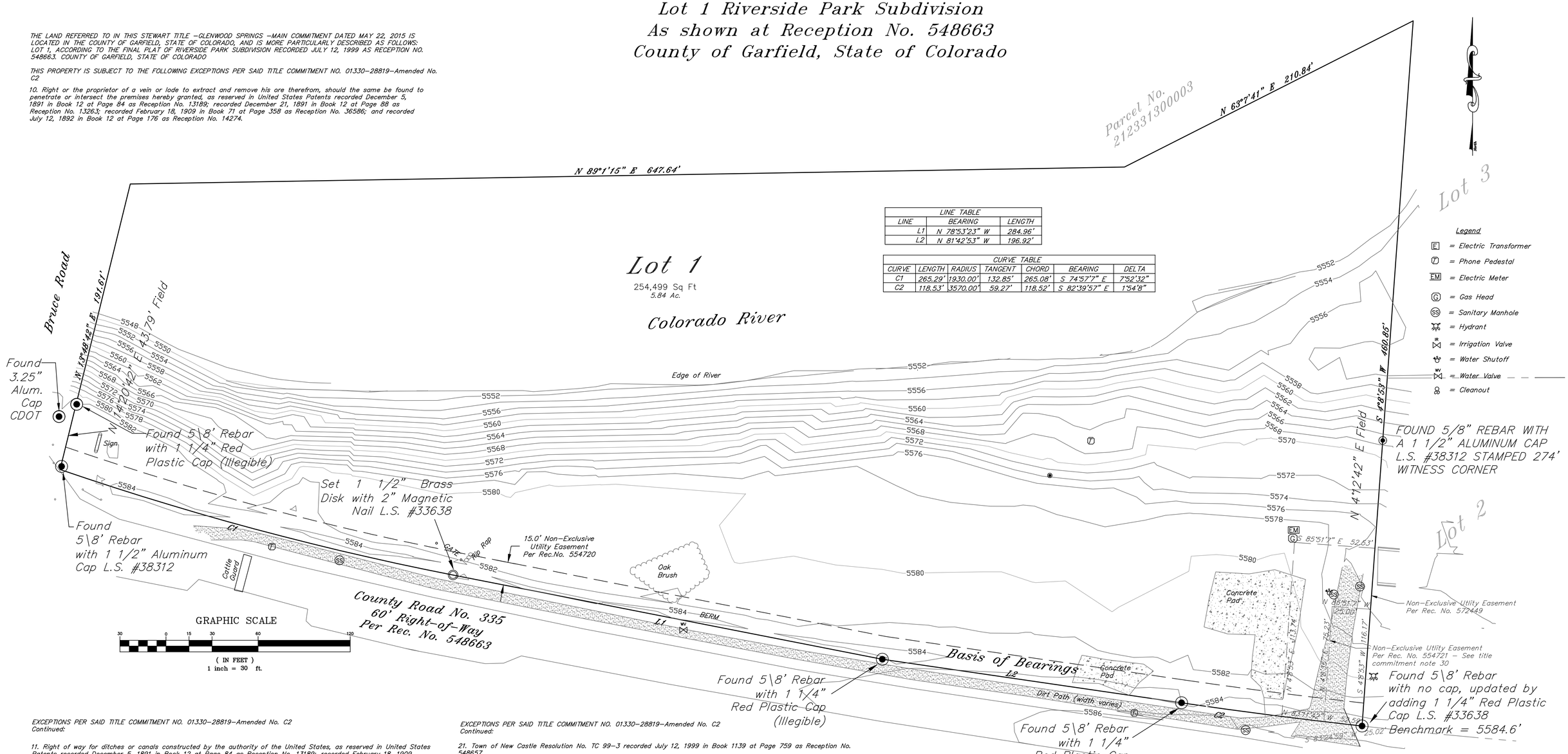
TOPOGRAPHICAL SURVEY MAP

Lot 1 Riverside Park Subdivision
As shown at Reception No. 548663
County of Garfield, State of Colorado

THE LAND REFERRED TO IN THIS STEWART TITLE –GLENWOOD SPRINGS –MAIN COMMITMENT DATED MAY 22, 2015 IS LOCATED IN THE COUNTY OF GARFIELD, STATE OF COLORADO, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: LOT 1, ACCORDING TO THE FINAL PLAT OF RIVERSIDE PARK SUBDIVISION RECORDED JULY 12, 1999 AS RECEPTION NO. 548663. COUNTY OF GARFIELD, STATE OF COLORADO

THIS PROPERTY IS SUBJECT TO THE FOLLOWING EXCEPTIONS PER SAID TITLE COMMITMENT NO. 01330–28819–Amended No. C2

10. Right or the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as reserved in United States Patents recorded December 5, 1891 in Book 12 at Page 84 as Reception No. 13189; recorded December 21, 1891 in Book 12 at Page 88 as Reception No. 13263; recorded February 18, 1909 in Book 71 at Page 358 as Reception No. 36586; and recorded July 12, 1892 in Book 12 at Page 176 as Reception No. 14274.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 78°53'23" W	284.96'
L2	N 81°42'53" W	196.92'

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	265.29'	1930.00'	132.85'	265.08'	S 74°57'7" E	7°52'32"
C2	118.53'	3570.00'	59.27'	118.52'	S 82°39'57" E	1°54'8"

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

EXCEPTIONS PER SAID TITLE COMMITMENT NO. 01330–28819–Amended No. C2 Continued:

11. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patents recorded December 5, 1891 in Book 12 at Page 84 as Reception No. 13189; recorded February 18, 1909 in Book 71 at Page 358 as Reception No. 36586; and recorded July 12, 1892 in Book 12 at Page 176 as Reception No. 14274.
12. Matters related to the mineral estate as disclosed by Warranty Deed recorded December 2, 1939 in Book 195 at Page 322 as Reception No. 137738, and any and all assignments of record, or otherwise, thereof, or interests therein.
13. Matters related to the mineral estate as disclosed by Warranty Deed recorded January 7, 1959 in Book 314 at Page 232 as Reception No. 203950, and any and all assignments of record, or otherwise, thereof, or interests therein.
14. Easement and right of way recorded February 13, 1967 in Book 382 at Page 176 as Reception No. 237089; Amendment recorded June 24, 1970 in Book 411 at Page 225 as Reception No. 246724.
15. Permanent Easement recorded February 13, 1970 in Book 407 at Page 537 as Reception No. 245542.
16. Resolution No. 88–005 recorded January 13, 1988 in Book 727 at Page 674 as Reception No. 388969.
17. Matters related to the mineral estate as disclosed by Deed recorded May 29, 1990 in Book 780 at Page 189 as Reception No. 413034, and any and all assignments of record, or otherwise, thereof, or interests therein.
18. Affidavit Re: Boundary Line Adjustment recorded May 29, 1990 in Book 780 at Page 192 as Reception No. 413035.
19. Coal Mining Lease recorded June 21, 1995 in Book 944 at Page 554 as Reception No. 479685, and any and all assignments of record, or otherwise, thereof, or interests therein or amendments thereto; and other leases of record affecting the mineral estate, and any and all assignments of record, or otherwise, thereof, or interests therein.
20. Memorandum of Water Allotment Contract recorded August 3, 1998 in Book 1081 at Page 471 as Reception No. 529786.

EXCEPTIONS PER SAID TITLE COMMITMENT NO. 01330–28819–Amended No. C2 Continued:

21. Town of New Castle Resolution No. TC 99–3 recorded July 12, 1999 in Book 1139 at Page 759 as Reception No. 548657.
22. Town of New Castle Resolution No. TC 99–4 recorded July 12, 1999 in Book 1139 at Page 763 as Reception No. 548658.
23. Town of New Castle Resolution No. 99–3 recorded July 12, 1999 in Book 1139 at Page 769 as Reception No. 548659.
24. Annexation Agreement recorded July 12, 1999 in Book 1139 at Page 785 as Reception No. 548660.
25. Town of New Castle Resolution No. 99–4 recorded July 12, 1999 in Book 1139 at Page 803 as Reception No. 548662.
26. Matters disclosed on the Final Plat of Riverside Park Subdivision recorded July 12, 1999 as Reception No. 548663.
27. Town of New Castle Resolution No. 99–5 recorded July 12, 1999 in Book 1139 at Page 809 as Reception No. 548664.
28. Agreement recorded November 16, 1999 in Book 1160 at Page 779 as Reception No. 555439. (Offsite)
29. Easement Deed recorded November 2, 1999 in Book 1158 at Page 314 as Reception No. 554720. (As shown hereon)
30. Easement Deed recorded November 2, 1999 in Book 1158 at Page 315 as Reception No. 554721. (Clerical errors found in easement description. Shown hereon as surveyor's best interpretation.)
31. Easement Deed recorded November 20, 2000 in Book 1218 at Page 275 as Reception No. 572449. (As shown hereon)
32. Any question, dispute or adverse claims as to any loss or gain of land as a result of any change in the river bed location by natural or other than natural causes, or alteration through any cause, natural or unnatural, of the center thread, bank, channel or flow of waters in the Colorado River lying within the subject land; and any question as to The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.
33. Any adverse claim based upon the assertion that (a) some portion of the land forms the bed or bank of a navigable river, or lies below the mean high water mark thereof; (b) the boundary of the land has been affected by a change in the course or water level of a navigable river; (c) the land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands; (d) the public's rights to use the waters.

LEGEND AND NOTES:

- ◉ INDICATES FOUND MONUMENT AS DESCRIBED
- DATE OF SURVEY: MAY, 2015. REVISED WITH ADDITIONAL TOPO ALONG RIVERBANK AT THE WESTERN AND EASTERN BOUNDARIES SURVEYED JULY 28, 2025. REVISED OCTOBER 30, 2025 WITH MONUMENTS AND ANNOTATION FROM TSS LAND SURVEY PLAT DATED MAY 19, 2025.
- UNIT OF MEASUREMENT: US SURVEY FOOT
- BEARINGS ARE BASED UPON A FOUND #5 REBAR WITH RED PLASTIC CAP (ILLEGIBLE) FOUND AT THE ANGLE POINT ON THE SOUTHERLY LINE AND AT THE POINT OF CURVATURE ON THE SOUTHERLY LINE OF SUBJECT LOT 1, USING A BEARING OF N 78°53'23" W BETWEEN THE TWO DESCRIBED MONUMENTS.
- ELEVATIONS ARE ASSUMED BASED ON A FOUND #5 REBAR WITH ADDED PLASTIC CAP, L.S. # 33638 AT THE SOUTHEAST CORNER OF LOT 1, SITE BENCHMARK = 5584.6' AS SHOWN HEREON. CONTOUR INTERVALS EQUAL 2 FEET.
- THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY THIS SURVEYOR TO DETERMINE OWNERSHIP OR TO DISCOVER EASEMENTS OR OTHER ENCUMBRANCES OF RECORD. ALL INFORMATION PERTAINING TO OWNERSHIP, EASEMENTS OR OTHER ENCUMBRANCES OF RECORD HAS BEEN TAKEN FROM A TITLE COMMITMENT 01330–28819–AMENDED NO. C2 ISSUED BY STEWART TITLE –GLENWOOD SPRINGS –MAIN COMMITMENT DATED MAY 22, 2015

Surveyor's Certificate:

I, JEFFREY ALLEN TUTTLE, being a Professional Land Surveyor in the State of Colorado, do hereby certify that this map of existing conditions was prepared by me and under my supervision from a survey made by me and under my supervision on May 19, 2015 and July 28, 2025 and that both the survey and map are true and accurate to the best of my knowledge and belief.

JEFFREY ALLEN TUTTLE, L.S.33638 — DATE 10/30/2025

Note: This topography map complies with National Map Accuracy Standards for topographic maps. Where checked 90% of points should be within 1/2 the contour interval and well defined points should be plotted within 1/50" of their true position. Critical design should be based upon spot elevations, please contact Tuttle Surveying Services for this spot elevation information.

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

TUTTLE SURVEYING SERVICES
727 Blake Avenue
Glenwood Springs, Colorado 81601
(970) 928–9708 (FAX 947–9007)
Email– jeff@tss–us.com

TUTTLE SURVEYING SERVICES

TOPOGRAPHICAL SURVEY MAP

7051 County Road 335
New Castle, Colorado

Drawn by: DMC–ARK
Date: 06/06/2015
Revised: 10/30/2025
Z:\2015\RIVERVALLEY RANCH\BLOCK1\RVRBY.DWG

1 OF 1

FLOOD PLAIN–ADDRESS MAP

TOWN OF NEW CASTLE, COLO. 2001
INCORPORATED: 1888

CASTLE VALLEY BLVD.
FAAS RANCH ROAD
CASTLE RIDGE DR.
WALTERS LANE
US HWY. 6
UNION PACIFIC RAILROAD WESTERN R.O.W.
BURNING MOUNTAIN AVE.
COLORADO RIVER
COUNTY ROAD 335
COUNTY ROAD 240
PEPSI PROPERTY
TOWN BOUNDARY
U.S. HIGHWAY 6 RIGHT–OF–WAY
UNION PACIFIC RAILROAD RIGHT–OF–WAY
INTERSTATE 70 RIGHT–OF–WAY
TRACT A
TRACT B
PARCEL
LOT 1
LOT 2
LOT 3
LOT 5
LOT 6
LOT 7
LOT 8
C10
C11
C12
CO. RD. 240
City Market
Bowling Alley
709
710
711
712
713
714
715
716
5550
5552
5554
5556
5558
5560
5562

NORTH

ELEVATION: 5,556 FEET ABOVE SEA LEVEL

GRAPHIC SCALE

200 0 100 200 400 800
(IN FEET)
1 inch = 400 ft.

LEGEND

- 500 YEAR FLOOD LINE
- 100 YEAR FLOOD PLAIN LINE
- 100 YEAR FLOOD WAY LINE
- FLOOD ELEVATION CONTOUR
- 609 CROSS SECTION LOCATION AND NUMBER

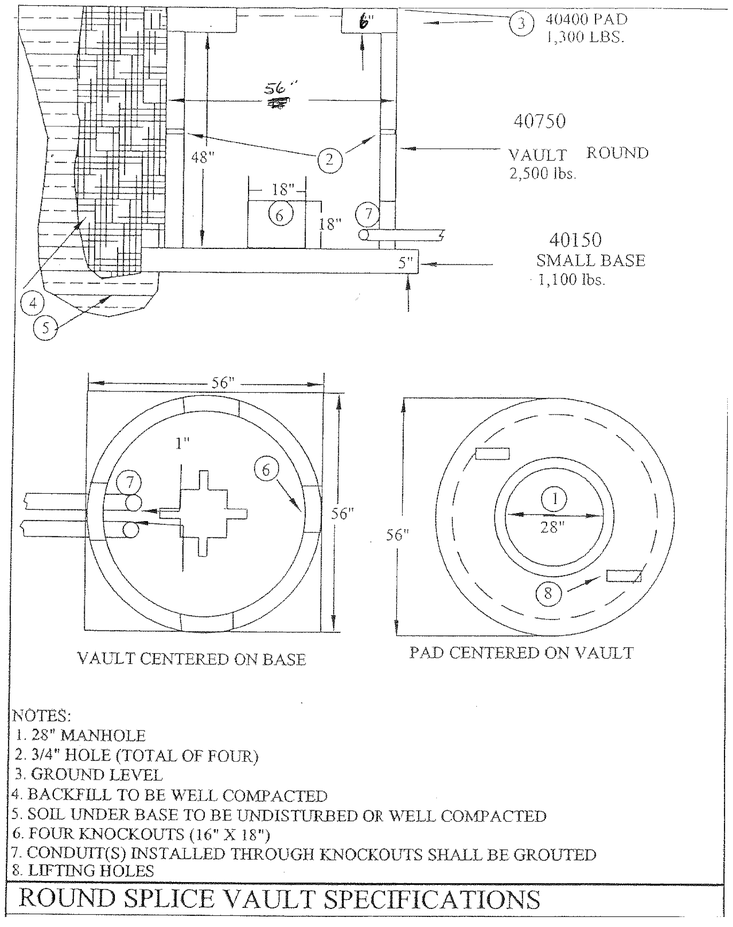
SCHMUESER | GORDON | MEYER
ENGINEERS & SURVEYORS

C1

I:\1993\93128\A\127-GIS\Basemaps\TownMaps\Addresses-FloodPlain400S-color.dwg Saved: Tue, 28 Jul 2009 10:59am Plotted: Tue, 28 Jul 2009 5:20pm rmitt



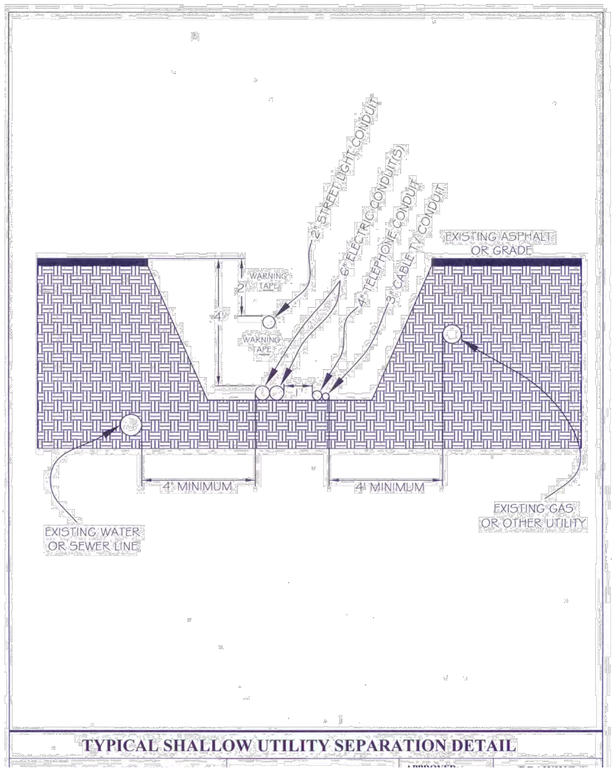
CABLE TV PEDESTAL CONNECTION PHOTO



ELECTRIC MAIN CONNECTION DETAIL



GAS LINE CONNECTION PHOTO





TELEPHONE PEDESTAL CONNECTION PHOTO

DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY / CH'D
CHECKED BY: H.E.B.	DATE: FOR:	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170				

COAL SEAM LLC

LOT 1 HIGHWAY P.U.D. – 7051 COUNTY ROAD 335
SHALLOW UTILITY CONNECTIONS AND DETAILS

SCALE:	JOB NO:	DATE:
N.T.S.	2024.11	2-19-26

SHEET NO: C20

HYDROSTATIC TESTING

NEWLY INSTALLED WATER MAINS AND FIRE LINES SHALL BE HYDROSTATICALLY TESTED. HYDROSTATIC TESTS SHALL NOT BE MADE ON ANY PORTION OF THE PIPELINE UNTIL FIELD PLACED CONCRETE HAS HAD ADEQUATE CURING TIME.

ENGINEER SHALL BE NOTIFIED 24 HOURS IN ADVANCE OF TESTING. TESTING SHALL BE MADE IN THE PRESENCE OF THE TOWN OF NEW CASTLE.

ONLY THE FOLLOWING METHODS ARE ACCEPTABLE FOR SUPPLYING POTABLE WATER FOR HYDROSTATIC TESTING:

A. WATER MAY BE TAKEN FROM A NEARBY PRESSURIZED WATER SOURCE THAT WAS PREVIOUSLY CHLORINATED, TESTED, AND ACCEPTED, SUCH AS A FIRE HYDRANT.

B. WATER MAY BE DELIVERED TO THE SITE IN A STATE LICENSED CHLORINATED WATER TRUCK HAVING A MINIMUM CAPACITY OF 300 GALLONS. THE WATER TRUCK SHALL BE USED EXCLUSIVELY FOR THE TRANSPORTATION OF POTABLE WATER.

C. ANY PREVIOUSLY TESTED, CHLORINATED, AND ACCEPTED WATER MAIN THAT IS PRESSURIZED AND IS TO SERVE THE NEW MAIN EXTENSION MAY BE TAPPED ON THE PRESSURIZED SIDE OF THE CLOSED VALVE.

THE METHOD OF SUPPLYING WATER AND THE SOURCE OF WATER FOR HYDROSTATIC TESTING MUST BE CERTIFIED AND APPROVED BY THE TOWN OF NEW CASTLE. THE USE OF BARRELS, SANITARY OR OTHERWISE, TO SUPPLY WATER FOR HYDROSTATIC TESTING IS PROHIBITED.

CONTRACTOR SHALL FURNISH THE CALIBRATED METER FOR TESTING AND THE SUPPLY THE PUMP. THE PIPELINE SHALL BE PROPERLY BACKFILLED AND IN A STATE OF READINESS FOR TESTING. BULKHEADS, PUMPS, TAPS, AND APPURTENANCES NECESSARY TO FILL THE PIPELINE AND MAINTAIN THE REQUIRED PRESSURE SHALL BE IN PLACE AND THE PIPELINE FILLED WITH WATER. THE TEST PRESSURE OF 150 PSI SHALL THEN BE APPLIED TO THE PIPELINE BY MEANS OF A CONTINUOUSLY OPERATING PUMP THAT IS EQUIPPED WITH A BYPASS VALVE FOR PRESSURE REGULATION. THE PIPELINE SHALL BE FILLED AT A RATE THAT DOES NOT CAUSE SURGES AND DOES NOT EXCEED THE RATE AT WHICH AIR CAN BE RELEASED. AIR IN THE LINE SHALL BE PROPERLY PURGED. WHERE BLOWOFFS OR HYDRANTS ARE NOT AVAILABLE OR ARE NOT EFFECTIVE IN PURGING AIR FROM THE LINE, TOWN OF NEW CASTLE WILL REQUIRE A TAP TO PURGE THE LINE. THE LOCATION AND THE SIZE OF THE TAP TO BE USED IS AT THE TOWN OF NEW CASTLE'S DISCRETION.

WHILE THE TEST PRESSURE IS MAINTAINED, AN EXAMINATION SHALL BE MADE OF THE PIPELINE AND ANY LEAKS LOCATED AND REPAIRED. PIPE OR FITTINGS FOUND TO BE FAULTY SHALL BE REMOVED AND REPLACED. LEAKAGE IS NOT ALLOWED THROUGH THE BONNET OF THE LINE VALVE. A VALVE LEAKING THROUGH THE BONNET MAY BE REPAIRED IN PLACE OR REMOVED AND REPLACED. CUTTING AND REPLACEMENT OF PAVEMENT AS WELL AS EXCAVATION AND BACKFILLING MAY BE NECESSARY WHEN LOCATING AND REPAIRING LEAKS DISCOVERED DURING PRESSURE TESTING. AFTER VISIBLE LEAKS ARE STOPPED, THE FULL TEST PRESSURE SHALL BE MAINTAINED FOR 1 CONTINUOUS HOUR. ALLOWABLE LEAKAGE FOR EACH SECTION BETWEEN LINE VALVES SHALL NOT EXCEED THE FOLLOWING LEAKAGE RATES FOR 4 THROUGH 20-INCH DISTRIBUTION AND TRANSMISSION MAINS:

ALLOWABLE LEAKAGE PER HOUR PIPE SIZE (INCHES)	GALLONS PER 1,000 FEET OF PIPE
4"	0.33 GAL.
6"	0.50 GAL.
8"	0.66 GAL.
12"	0.99 GAL.
16"	1.32 GAL.
20"	1.66 GAL.

SHOULD TESTING SHOW A LEAKAGE RATE IN EXCESS OF THE RATES SHOWN, THE PIPELINE WILL NOT BE ACCEPTED. THE PIPELINE SHALL BE

CHLORINATION

MAIN EXTENSIONS AND PRIVATE PIPE EXTENSIONS SHALL BE CHLORINATED IN ACCORDANCE WITH AWWA C651 AND THE REQUIREMENTS OF THE LOCAL HEALTH AUTHORITY HAVING JURISDICTION PRIOR TO ACCEPTANCE BY THE TOWN OF NEW CASTLE.

Testing and Inspection

PRIOR TO ACCEPTANCE, A VISUAL EXAMINATION OF THE SEWER SYSTEM SHALL BE DONE. THE INSPECTOR SHALL VISUALLY LAMP THE PIPELINE CHECKING FOR A "FULL MOON" TO DETERMINE LAYING ALIGNMENT AND TO CHECK FOR BLOCKAGES. THE INSPECTOR SHALL VISUALLY CHECK EACH MANHOLE'S INTERIOR FOR FLAWS, CRACKS, HOLES, OR OTHER INADEQUACIES THAT MIGHT AFFECT THE OPERATION OR WATERTIGHT INTEGRITY OF THE MANHOLE. SHOULD ANY INADEQUACIES BE FOUND, THE CONTRACTOR SHALL MAKE REPAIRS DEEMED NECESSARY BY THE INSPECTOR.

PRIOR TO ACCEPTANCE, THE CONTRACTOR, AT HIS OWN EXPENSE, FOR ALL NEW SEWER CONSTRUCTION, WILL CONDUCT TESTS FOR WATER TIGHTNESS. TESTS SHALL BE COMPLETED UNDER THE DIRECTION OF THE UTILITIES DIRECTOR. THE UTILITIES DIRECTOR MAY REQUIRE THAT THE FIRST TWO (2) MANHOLES, INCLUDING THE MAIN BETWEEN THEM, OF ALL SEWER PROJECTS BE TESTED BEFORE FURTHER CONSTRUCTION TO PERMIT INITIAL OBSERVATION OF THE QUALITY OF CONSTRUCTION WORKMANSHIP. THE UTILITIES DIRECTOR MAY REQUIRE ADDITIONAL TESTING DURING THE COURSE OF CONSTRUCTION IF INFILTRATION APPEARS TO BE EXCESSIVE OR THE QUALITY OF WORKMANSHIP IS QUESTIONABLE.

LOW PRESSURE AIR TESTING OF THE SEWER LINES (INCLUDING SERVICES) AND VACUUM TESTING OF ALL MANHOLES WILL BE REQUIRED BY THE UTILITIES DIRECTOR. AIR AND VACUUM TESTING SHALL BE COMPLETED IN ACCORDANCE WITH ASTM C-828 AND AS DESCRIBED HEREIN. THE CONTRACTOR SHALL PROVIDE ALL EQUIPMENT AND PERSONNEL NECESSARY TO PERFORM THE REQUIRED TESTS. THE UTILITIES DIRECTOR SHALL RECORD TIMES AND PRESSURE AND VACUUM READINGS DURING THE TEST PERIOD. A TEST SECTION SHALL NOT BE ANY LONGER THAN THE LENGTH OF PIPE BETWEEN ADJACENT MANHOLES. THE LOW-PRESSURE AIR TEST FOR SEWER LINES AND THE VACUUM TEST FOR MANHOLES SHALL BE DONE AFTER COMPLETION OF BACKFILLING AND COMPACTION. IF THE UTILITIES DIRECTOR DETERMINES THAT RELIABLE AND UNIFORM RESULTS ARE PRODUCED BY THE CONTRACTOR'S CONSTRUCTION METHODS, THE LOW-PRESSURE AIR TEST MAY BE DONE AFTER INITIAL BACKFILL AND COMPACTION.

AIR TESTING PIPELINE

THE ENDS OF THE SEWER PIPE BEING TESTED SHALL BE PLUGGED AND BRACED AND THE TEST SECTION SHALL BE PRESSURIZED TO FOUR (4) PSI. THE PRESSURE PUMP SHALL BE TURNED OFF AND THE AIR IN THE PIPE ALLOWED STABILIZING FOR A MINIMUM OF TWO (2) MINUTES OR UNTIL THE PRESSURE REACHES THREE AND ONE-HALF (3.5) PSI. THE TIME SHALL BE MONITORED AS THE LINE EITHER HOLDS PRESSURE OR DROPS NO MORE THAN ONE-HALF (.5) PSI (IF THE GROUND WATER IS HIGHER THAN THE TOP OF THE PIPE, THE TEST PRESSURE WILL BE INCREASED TO ACCOUNT FOR THE HIGH GROUNDWATER).

THE PORTION OF THE LINE BEING TESTED SHALL BE TERMED "ACCEPTABLE" IF THE TIME REQUIRED IN MINUTES FOR THE PRESSURE TO DECREASE FROM 3.5 TO 3.0 PSIG (GREATER THAN THE AVERAGE BACK PRESSURE OF ANY GROUND WATER THAT MAY BE OVER THE PIPE) SHALL NOT BE LESS THAN THE TIME SHOWN FOR THE GIVEN DIAMETERS IN THE FOLLOWING TABLE:

SPECIFICATION TIME REQUIRED FOR A 0.5PSIG PRESSURE DROP FOR SIZE AND LENGTH OF PIPE

MINIMUM FOR FOR SPECIFIED DIAMETER (IN.)	MINIMUM TIME (MIN: SEC)	LENGTH (L) SHOWN (MIN: SEC) LENGTH (FT) 100FT	150FT	200FT	250FT	300FT	350FT	400FT
8	3:47	3:47	3:47	3:47	3:47	3:48	4:26	5:04

IF GROUND WATER IS KNOWN TO EXIST, THE TEST PRESSURE IS TO BE INCREASED. AN AIR PRESSURE ADJUSTMENT SHALL BE ADDED TO THE NORMAL TEST STARTING PRESSURE WHEN GROUND WATER IS PRESENT. THE HEIGHT OF GROUND WATER IN FEET SHALL BE DIVIDED BY ALL READINGS. (FOR EXAMPLE, IF THE HEIGHT OF WATER IS ELEVEN (11) AND ONE HALF (1/2) FEET, THEN THE ADDED PRESSURE WILL BE 5 PSIG. THIS INCREASES THE 3.5 PSIG TO 8.5 PSIG, AND THE 2.5 PSIG TO 7.5 PSIG. THE ALLOWABLE DROP OF ONE POUND AND THE TIMING REMAIN THE SAME. IN NO CASE HOWEVER, SHOULD THE STARTING TEST PRESSURE EXCEED 9.0 PSIG.

SECTIONS OF PIPE THAT FAIL THE AIR TEST SHALL HAVE THE DEFECTS REPAIRED AND THE TEST SHALL BE REPEATED. REPAIR AND REPEAT TESTING SHALL BE CONTINUED UNTIL THE TESTING REQUIREMENTS ARE MET.

VACUUM TESTING MANHOLES

MANHOLES SHALL BE TESTED BEFORE THE RING AND COVER AND GRADE ADJUSTMENT RINGS HAVE BEEN INSTALLED. ALL PIPES ENTERING THE MANHOLE SHALL BE PLUGGED AND BRACED AND A VACUUM OF TEN (10) INCHES OF MERCURY SHALL BE DRAWN. THE VACUUM PUMP SHALL BE TURNED OFF AND THE TIME MONITORED AS THE VACUUM DROPS ONE (1) INCH. THE VACUUM MUST NOT DROP MORE THAN ONE (1) INCH FOR THE DURATION OF THE TIME INDICATED IN THE FOLLOWING TABLE:

MINIMUM TEST TIMES FOR 48" DIAMETER

DIAMETER (IN.) 48 DEPTH (FT)	TIME (SEC)
8	20
10	25
12	30
14	35
16	40
18	45
20	50

MANHOLES THAT FAIL THE VACUUM TEST SHALL HAVE THE DEFECTS LOCATED AND REPAIRED AND THE TEST SHALL BE REPEATED. REPAIR AND REPEAT TESTING SHALL BE CONTINUED UNTIL THE TESTING REQUIREMENTS ARE MET.

DEFLECTION TESTING PIPING

ALL PVC SEWER PIPELINES SHALL JET-RODDED AND CCTV AT THE CONTRACTOR'S EXPENSE AFTER PLACEMENT AND COMPACTION OF BACKFILL. THE CONTRACTOR WILL ALSO BE REQUIRED TO CCTV ALL SEWER LINES AFTER FINAL ASPHALT PLACEMENT.

ALL PVC SEWER PIPELINES SHALL BE TESTED FOR VERTICAL DEFLECTION AFTER PLACEMENT AND COMPACTION OF BACKFILL UNLESS THE INSPECTOR SPECIFICALLY EXPECTS TESTING. METHOD OF TESTING SHALL BE BY DEFLECTOMETER OF THE RIGID GO/NO-GO TYPE DEVICE. AN ALTERNATIVE METHOD WILL BE PERMITTED ONLY BY WRITTEN PERMISSION OF THE INSPECTOR. MAXIMUM ALLOWABLE DEFLECTION SHALL BE FIVE (5) PERCENT OF THE PIPE DIAMETER. ANY AND ALL PIPE WITH VERTICAL DEFLECTION GREATER THAN THE ALLOWABLE SHALL BE EXCAVATED, REMOVED FROM THE PIPELINE, REPLACED, BACKFILLED AND COMPACTED AS SPECIFIED AND RETESTED.

WHEN REQUIRED, INFILTRATION TESTS SHALL BE CONDUCTED BY PLACING AN APPROVED, CALIBRATED V-NOTCH WEIR IN THE LINE JUST ABOVE THE LOWER MANHOLE AND PLUGGING THE LINE JUST ABOVE THE UPPER MANHOLE. UP TO AN HOUR TIME LAPSE WILL BE ALLOWED FOR THE LEVEL OF WATER BEHIND THE WEIR TO STABILIZE BEFORE IT IS READ. ANY FOREIGN MATTER HANGING TO THE WEIR WILL BE DISLODGED BEFORE READING. SUCCESSIVE READINGS WILL BE TAKEN UNTIL CONSISTENT RESULTS ARE ATTAINED.

WHEN REQUIRED, EXFILTRATION TESTS WILL BE CONDUCTED BY PLUGGING THE LINE JUST ABOVE BOTH THE UPPER AND LOWER MANHOLES AND ADDING WATER TO THE SEWER UP TO A LEVEL MARKED IN THE UPPER MANHOLE TO PRODUCE A FOUR (4) FOOT HEAD ON THE INVERT OF THE LINE AT THE MIDPOINT BETWEEN MANHOLES. THE WATER WILL BE ALLOWED TO STAND FOR A MINIMUM OF FOUR (4) HOURS (PREFERABLY OVERNIGHT) TO ALLOW ABSORPTION TO TAKE PLACE IN THE WALLS OF THE MANHOLE AND PIPE. WATER WILL THEN BE ADDED TO BRING THE WATER SURFACE BACK TO THE MARK. AFTER A CAREFULLY TIMED INTERVAL, VARYING FROM FIFTEEN (15) MINUTES TO SIXTY- (60) MINUTES, THE DROP IN ELEVATION OF THE WATER SURFACE WILL BE RECORDED AND CONVERTED TO AN EXFILTRATION RATE, OR A MEASURED AMOUNT OF WATER WILL BE ADDED TO BRING THE WATER LEVEL BACK TO THE MARK AND THIS AMOUNT OF WATER CONVERTED TO AN EXFILTRATION RATE.

THE EXFILTRATION RATE OF THE UPPER MANHOLE MAY BE DETERMINED IN THE SAME MANNER BY PLUGGING THE LINE IN BOTH SIDES OF THIS MANHOLE. THIS AMOUNT OF EXFILTRATION MAY BE SUBTRACTED FROM THE RATE DETERMINED ABOVE FOR THE FIRST TEST REQUIRED ON THE PROJECT IN ORDER TO DETERMINE THE ACTUAL EXFILTRATION RATE RESULTING FROM THE PIPE JOINT LEAKAGE. THE PRACTICAL UPPER LIMIT OF HEAD APPLIED TO THE LOWER PART OF THE LINE BEING TESTED IS TWENTY (20) FEET. WHENEVER THE LINE IS SO STEEP AS TO REQUIRE MORE HEAD THAN THIS, AN EXFILTRATION TEST WILL NOT BE ATTEMPTED. THE BASIC EXFILTRATION LEAKAGE ALLOWANCE WILL BE INCREASED BY TEN PERCENT (10%) FOR EACH TWO (2) FEET THAT THE AVERAGE ACTUAL HEAD EXCEEDS THE BASIC FOUR (4) FEET OF HEAD, UP TO A MAXIMUM OF THIRTY PERCENT (30%).

WHENEVER THE RATE OF INFILTRATION OR EXFILTRATION IS FOUND TO EXCEED THE PRESCRIBED AMOUNT, THE CONTRACTOR SHALL STOP ALL CONSTRUCTION. THE CONTRACTOR SHALL MAKE APPROPRIATE REPAIRS BY METHODS ACCEPTABLE TO THE UTILITIES DIRECTOR AND WILL CONTINUE TO TEST THE CONDUIT UNTIL IT IS PROVEN SATISFACTORY.

DRAWN & DESIGNED BY: H.E.B.
CHECKED BY: H.E.B.
REVIEWED BY: _____
DATE: _____ FOR _____

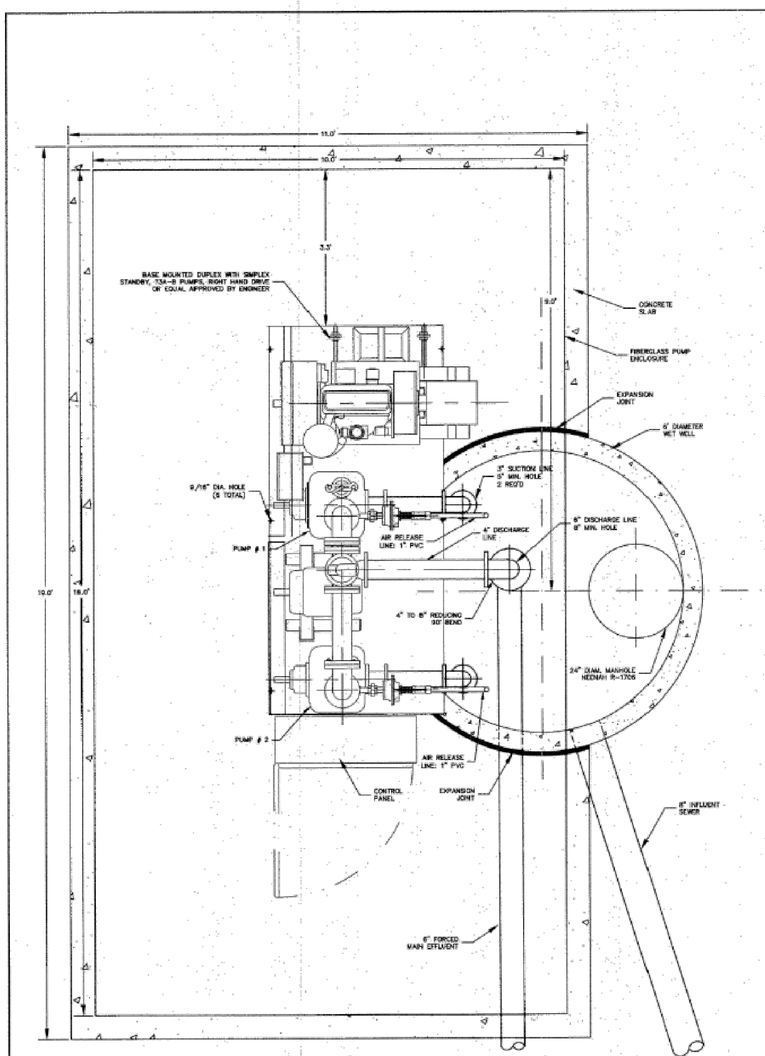
PINNACLE DESIGN CONSULTING GROUP, INC.
CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD
CARBONDALE, CO 81623 ● (970) 963-2170
pinnacledesign@sopris.net

REVISION	DATE	DESCRIPTION	BY	CH'D

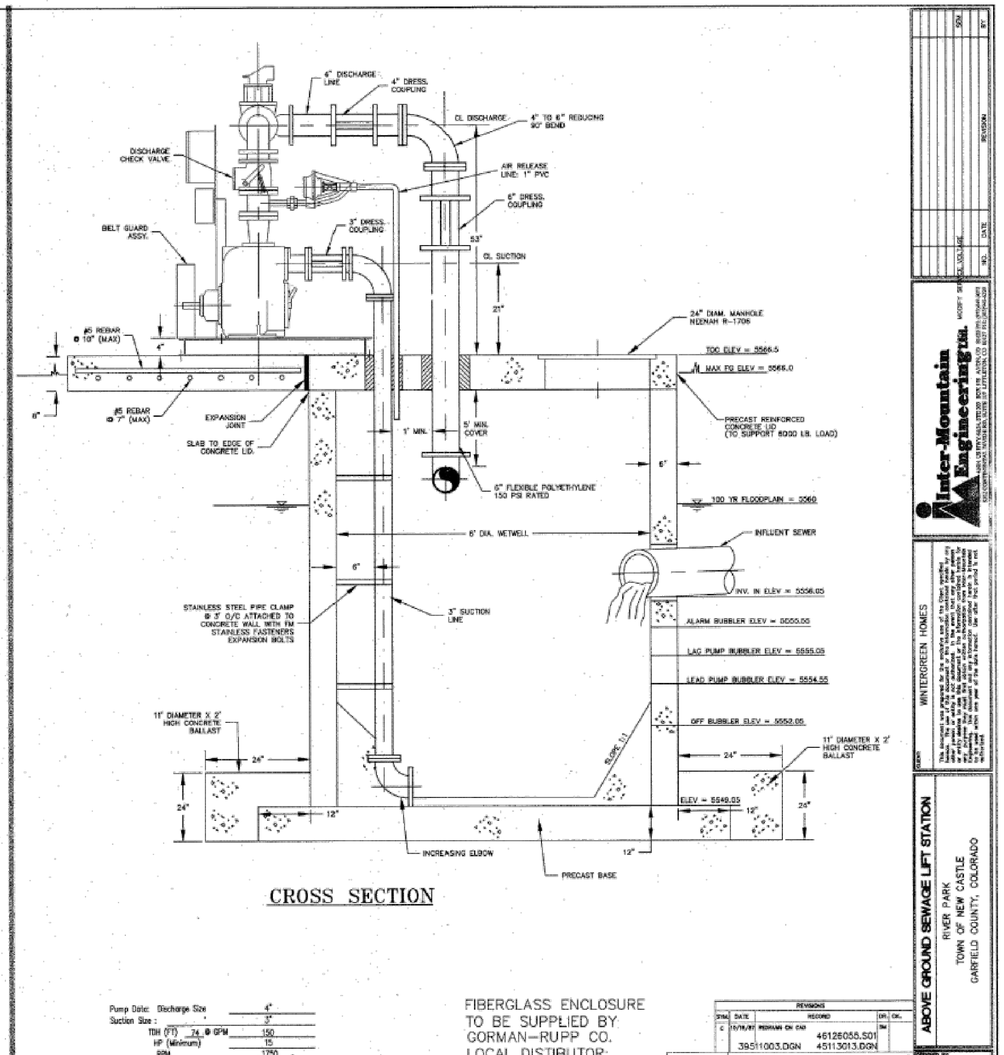
COAL SEAM LLC

LOT 1 HIGHWAY P.U.D. – 7051 COUNTY ROAD 335
WATER AND SEWER TESTING SPECS

SCALE: N.T.S. | JOB NO: 2024.11 | DATE: 2-19-26
SHEET NO: C21



EXTERIOR PLAN VIEW



CROSS SECTION

Pump Data: Discharge Size	4"
Suction Size :	3"
TDH (FT) 74 @ GPM	150
HP (Minimum)	15
RPM	1750
Voltage	460
Phase	THREE PHASE
Force Main Size :	6"
Pump (Manufacturer and Model Number)	GORMAN-RUPP T3A3-B PUMPS

FIBERGLASS ENCLOSURE TO BE SUPPLIED BY GORMAN-RUPP CO. LOCAL DISTIBUTOR: CANYON SYSTEMS 1-800-987-8703

THIS DRAWING IS NOT FOR CONSTRUCTION PURPOSES. LAYOUT IS FOR SUBMITTAL DATA ONLY AND CAN VARY IN THE SHOP. CERTIFIED DIMENSIONS FURNISHED UPON REQUEST.

REVISIONS				
SYM	DATE	RECORD	DR.	CK.
C	10/18/07	REDRAWN ON CAD	BM	
		39511003.DGN 45113013.DGN		

THE GORMAN-RUPP CO.
MANSFIELD, OHIO ST. THOMAS, ONTARIO

NAME: ABOVEGROUND SEWAGE LIFT STATION W/DUPLEX T3A3-B PUMPS WITH SIMPLEX STANDBY

DSN.	CHK.	APP.	DATE
BM	KEH	PFB	3/18/75

D | 45113-013 | SERIAL NO.

Infer-Mountain Engineering PLLC

WINTERGREEN HOMES

ABOVE GROUND SEWAGE LIFT STATION
RIVER PARK
TOWN OF NEW CASTLE
GARFIELD COUNTY, COLORADO

DESIGNED BY: SHOWN
DRAWN BY: MM
CHECKED BY: SEM
DATE ISSUED: 8-21-06
PROJECT NO.: 14-0081E
SHEET NO.: C18 OF 37

SPECIFICATIONS

PUMPS SHALL HAVE A CAPACITY AS FOLLOWS:

115 GPM EXCESS FOR EACH PUMP ABOVE EXISTING RIVER PARK PUMPING REQUIREMENTS. ENGINEER OF RECORD WILL COORDINATE WITH THE TOWN OF NEW CASTLE PUBLIC WORKS DEPARTMENT PRIOR TO CONSTRUCTION.

DRAWN & DESIGNED BY: H.E.B.
CHECKED BY: H.E.B.
REVIEWED BY: _____
DATE: _____ FOR _____

PINNACLE DESIGN CONSULTING GROUP, INC.
CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD
CARBONDALE, CO 81623 ● (970) 963-2170
pinnacledesign@sopris.net

REVISION	DATE	DESCRIPTION	BY	CH'D

COAL SEAM LLC

LOT 1 HIGHWAY P.U.D. – 7051 COUNTY ROAD 335
SEWER LIFT STATION DETAILS

SCALE: N.T.S. | JOB NO: 2024.11 | DATE: 2-19-26
SHEET NO: C22

Legend

- E = Electric Transformer
- T = Phone Pedestal
- EM = Electric Meter
- G = Gas Head
- SS = Sanitary Manhole
- = Hydrant
- = Irrigation Valve
- = Water Shutoff
- WV = Water Valve
- = Cleanout

- PROPOSED ELECTRIC TRANSFORMER
- E — E — PROPOSED PRIMARY ELECTRIC
- W — W — WATER LINE AS DESCRIBED
- S — S — SEWER LINE AS DESCRIBED
- GAS — GAS — PROPOSED NATURAL GAS MAIN
- T — T — PROPOSED TELEPHONE LINE
- ECT — ECT — PROPOSED ELECTRIC, CABLE TV AND TELEPHONE
- FM — FM — FM — EX. FORCE MAIN SEWER
- PROPOSED FIRE HYDRANT
- PROPOSED SEWER MANHOLE
- WV — WATER VALVE

FEET 30 0 30 FEET

GRAPHIC SCALE
1 inch = 30 ft.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 78°53'23" W	284.96'
L2	N 81°42'53" W	196.92'

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	265.29'	1930.00'	132.85'	265.08'	S 74°57'7" E	7°52'32"
C2	118.53'	3570.00'	59.27'	118.52'	S 82°39'57" E	1°54'8"

N 63°7'41" E 210.84'

N 89°1'15" E 647.64'

S 4°8'59" W 460.85'

N 13°48'42" E 191.61'

Lot 1
254,499 Sq Ft
5.84 Ac.

Colorado River

Edge of River

ESTIMATED 100 YR FLOOD LINE

LIMITS OF CONSTRUCTION (TYP.)

INSTALL SEDIMENT CONTROL FENCE AND SEDIMENT CONTROL LOG AT BASE OF DEVELOPMENT

DOUBLE TYPE 13 INLET
STA:1+97.19 OFF:-0.00L
RIM:5581.67
SUMP:5577.17
INV OUT:5577.67 18" HDPE PIPE

HOTEL

MIXED USE BUILDING
FFE
5587.09

1.5:1 H:V SLOPE

2:1 H:V SLOPE

INV. = 5571.00

TYPE 13 INLET
STA:7+32.98 OFF:0.00
RIM:5584.36
SUMP:5580.06
INV OUT:5580.56 15" Corrugated HDPE Pipe

4' WIDE CONCRETE V-PAN

8 IN C900 PVC

UTILITY EASEMENT

Non-Exclusive Utility Easement Per Rec. No. 554721

Non-Exclusive Utility Easement Per Rec. No. 572449

SEDIMENT CONTROL FENCE ON BACK SIDE OF BERM (TYP.)

SEDIMENT FILTER SOCK (SFS) AROUND INLETS (TYP.)

EROSION CONTROL BLANKET (TYP.)

EROSION CONTROL BLANKET ON BERM (TYP.)

Cattle Guard

EXISTING ASPHALT TRAIL

0.5' SWALE

PROTECT EXISTING WATER VAULT

EXISTING 10" HDPE

EXISTING 8" PVC GRAVITY SEWER

5579.56 INV
5587.44 MH

Sign

County Road No. 335

DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net

REVISION	DATE	DESCRIPTION	BY	CH'D

COAL SEAM LLC

LOT 1 HIGHWAY P.U.D. – 7051 COUNTY ROAD 335
EROSION CONTROL PLAN

SCALE:	JOB NO:	DATE:
1" = 30'	2024.11	2-19-26

SHEET NO: C23

DESIGN NOTES:

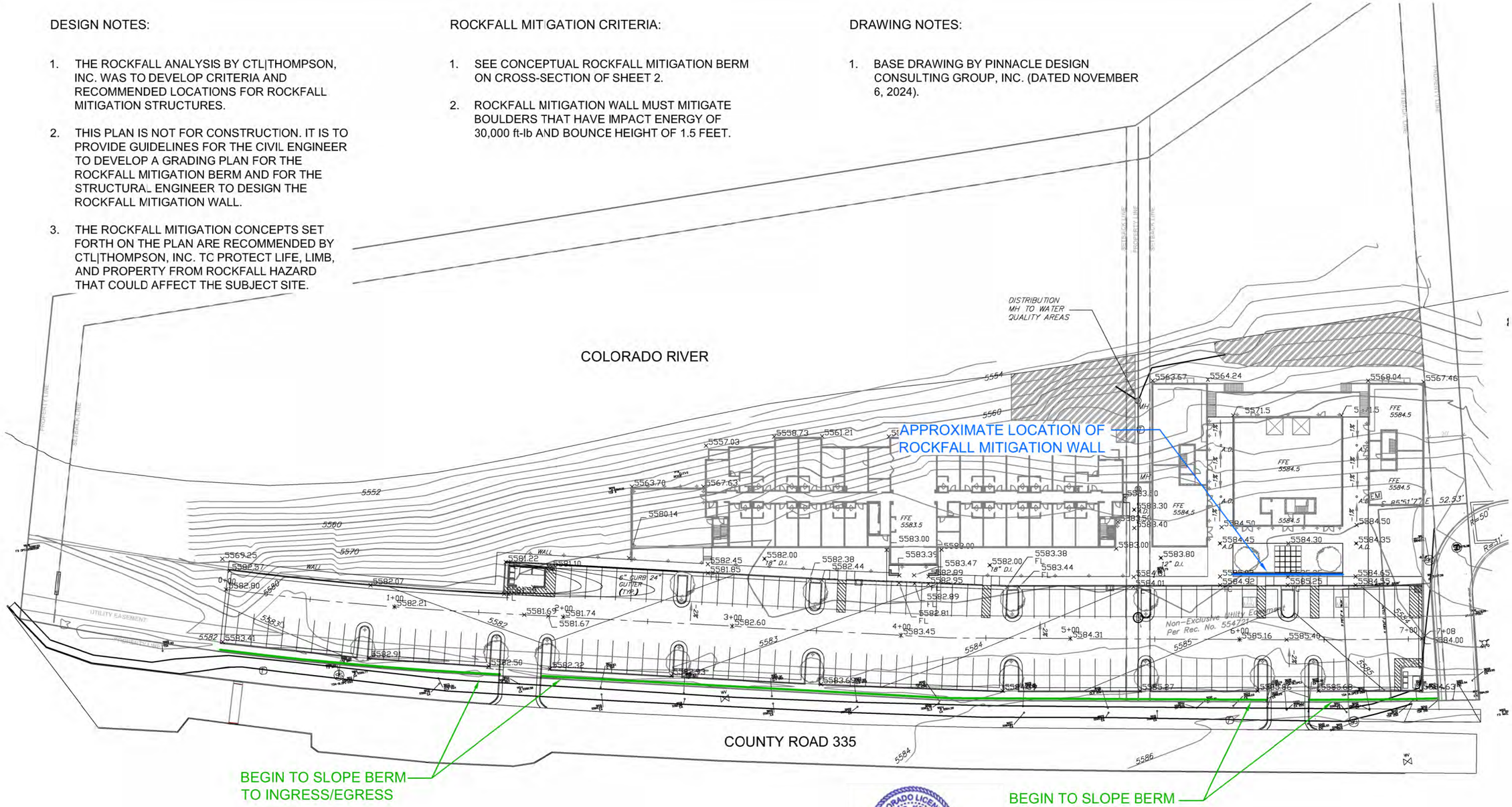
1. THE ROCKFALL ANALYSIS BY CTL|THOMPSON, INC. WAS TO DEVELOP CRITERIA AND RECOMMENDED LOCATIONS FOR ROCKFALL MITIGATION STRUCTURES.
2. THIS PLAN IS NOT FOR CONSTRUCTION. IT IS TO PROVIDE GUIDELINES FOR THE CIVIL ENGINEER TO DEVELOP A GRADING PLAN FOR THE ROCKFALL MITIGATION BERM AND FOR THE STRUCTURAL ENGINEER TO DESIGN THE ROCKFALL MITIGATION WALL.
3. THE ROCKFALL MITIGATION CONCEPTS SET FORTH ON THE PLAN ARE RECOMMENDED BY CTL|THOMPSON, INC. TC PROTECT LIFE, LIMB, AND PROPERTY FROM ROCKFALL HAZARD THAT COULD AFFECT THE SUBJECT SITE.

ROCKFALL MITIGATION CRITERIA:

1. SEE CONCEPTUAL ROCKFALL MITIGATION BERM ON CROSS-SECTION OF SHEET 2.
2. ROCKFALL MITIGATION WALL MUST MITIGATE BOULDERS THAT HAVE IMPACT ENERGY OF 30,000 ft-lb AND BOUNCE HEIGHT OF 1.5 FEET.

DRAWING NOTES:

1. BASE DRAWING BY PINNACLE DESIGN CONSULTING GROUP, INC. (DATED NOVEMBER 6, 2024).



LEGEND:

- APPROXIMATE CENTERLINE OF ROCKFALL MITIGATION BERM
- APPROXIMATE ALIGNMENT OF ROCKFALL MITIGATION WALL

COLORADO LICENSED JAMES D. KELLOGG 38296 PROFESSIONAL ENGINEER

FOR CIVIL ENGINEERING AND STRUCTURAL ENGINEERING USE

Graphic Scale
0 30 60 120
In Feet: 1" = 60'

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CTL | THOMPSON
CTL | THOMPSON, INC.
234 Center Drive
Glenwood Springs, CO 81601
P: 970-945-2809
F: 970-945-7411
www.ctlthompson.com

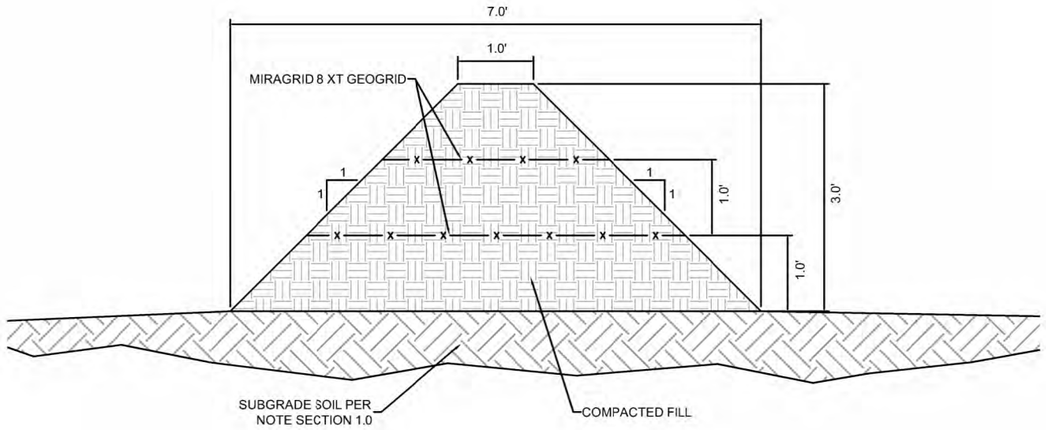
PROJECT LOCATION:
ROCKFALL MITIGATION BERM
LOT 1, RIVERSIDE PUD
NEW CASTLE, COLORADO

ROCKFALL BERM AND WALL ALIGNMENTS

NO.	DATE	REVISION/ISSUE
1	06/27/25	REVISION TO BERM GEOMETRY

CLIENT:
ASPEN BUILT
1101 VILLAGE RD. SUITE #L-1B
CARBONDALE, CO 81623
ATTENTION: ABDI PIRZADEH
Contact: (970) 618-3555

DESIGN/DRN.	JDK
REVIEW	RRB
PROJECT	GS06837.000
DATE	06/27/2025
SCALE	PER PLAN
SHEET	S1
OF	S2



CONCEPTUAL ROCKFALL MITIGATION BERM SECTION

NOT TO SCALE

GENERAL NOTES FOR ROCKFALL MITIGATION BERM

1.0 SUBGRADE AND BERM MATERIALS

1.1 PRIOR TO CONSTRUCTION OF THE ROCKFALL MITIGATION BERM, THE CONTRACTOR SHALL CLEAR AND GRUB THE AREA BELOW THE BERM, REMOVING EXISTING FILL, TOPSOIL, ORGANICS, AND DELETERIOUS MATERIAL. UNSUITABLE SOILS SHALL BE OVER-EXCAVATED AND REPLACED WITH DENSELY COMPACTED FILL AS DIRECTED BY CTL|THOMPSON, INC.

1.2 SUBGRADE SOIL BELOW THE BASE OF THE BERM SHALL BE NATIVE UNDISTURBED SOIL OR DENSELY COMPACTED FILL. SUBGRADE SOILS BELOW THE BERM ALIGNMENT SHALL BE OBSERVED BY CTL|THOMPSON, INC. PRIOR TO PLACING FILL FOR BERM CONSTRUCTION TO CONFIRM THAT THE SOIL HAS BEEN PROPERLY PREPARED.

1.3 GEOGRID REINFORCEMENT SHALL BE MIRAGRID 8XT AND SHALL BE INSTALLED PER MANUFACTURER'S CONSTRUCTION GUIDELINES.

1.4 THE BERM SHOULD SHOULD BE ON-SITE CLAYEY SAND SOILS, FREE OF ROCKS LARGER THAN 6 INCHES, ORGANICS, AND DEBRIS. BERM FILL SHALL BE PLACED IN LOOSE LIFTS OF 8 INCHES THICK OR LESS, MOISTURE-TREATED TO WITHIN 2 PERCENT OF OPTIMUM MOISTURE CONTENT, AND COMPACTED TO AT LEAST 95 PERCENT OF STANDARD PROCTOR (ASTM D 698) MAXIMUM DRY DENSITY. CTL|THOMPSON, INC. SHOULD BE CALLED TO CHECK MOISTURE AND DENSITY OF FILL DURING PLACEMENT.

2.0 SPECIAL PROVISIONS

2.1 VERIFICATION OF MATERIAL SPECIFICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. DENSITY TESTS OF FILL SHALL BE PERFORMED AT INTERVALS DEEMED NECESSARY BY CTL|THOMPSON, INC. TEST LOCATIONS SHALL BE AT THE DISCRETION OF CTL|THOMPSON, INC.

2.2 THE CONTRACTOR SHALL VERIFY THE BERM LOCATION, ELEVATIONS, AND GEOMETRY AS WELL AS ANY EXISTING STRUCTURES OR UNDERGROUND FEATURES FRIOR TO EXCAVATION AND CONSTRUCTION.

3.0 DESIGN NOTES

3.1 THE ROCKFALL ANALYSIS BY CTL|THOMPSON, INC. WAS TO DEVELOP CRITERIA AND RECOMMENDED LOCATIONS FOR ROCKFALL MITIGATION STRUCTURES.

3.2 THIS PLAN IS NOT FOR CONSTRUCTION. IT IS TO PROVIDE GUIDELINES FOR THE CIVIL ENGINEER TO DEVELOP A GRADING PLAN FOR THE ROCKFALL MITIGATION BERM AND FOR THE STRUCTURAL ENGINEER TO DESIGN THE ROCKFALL MITIGATION WALL.

3.3 THE ROCKFALL MITIGATION CONCEPTS SET FORTH ON THIS PLAN ARE RECOMMENDED BY CTL|THOMPSON, INC. TO PROTECT LIFE, LIMB, AND PROPERTY FROM ROCKFALL HAZARD THAT COULD AFFECT THE SUBJECT SITE.

COLORADO LICENSED
JAMES D. KELLOGG
38298
PROFESSIONAL ENGINEER
P.E.

FOR CIVIL ENGINEERING AND STRUCTURAL ENGINEERING USE

THESE DRAWINGS AND ACCOMPANYING SPECIFICATIONS, AS INSTRUMENTS OF SERVICE ARE THE EXCLUSIVE PROPERTY OF CTL|THOMPSON, INC. AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD IN WHOLE OR IN PART IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM CTL|THOMPSON, INC. TITLE TO THESE PLANS AND SPECIFICATIONS SHALL REMAIN WITH CTL|THOMPSON, INC. WITHOUT PREJUDICE, AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

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CTL | THOMPSON
CTL | THOMPSON, INC.
234 Center Drive
Glenwood Springs, CO 81601
P: 970-945-2809
F: 970-945-7411
www.ctlthompson.com

PROJECT LOCATION:
ROCKFALL MITIGATION BERM
LOT 1, RIVERSIDE PUD
NEW CASTLE, COLORADO

BERM SECTION AND NOTES

NO.	DATE	REVISION/ISSUE
1	06/27/25	REVISION TO BERM GEOMETRY

CLIENT:
ASPEN BUILT
1101 VILLAGE RD. SUITE #LL-1B
CARBONDALE, CO 81623
ATTENTION: ABDI PIRZADEH
Contact: (970) 618-3555

DESIGN/DRK: JDK	SHEET: S2
REVIEW: RRB	
PROJECT #: GS06837.000	OF: S2
DATE: 06/27/2025	
SCALE: PER PLAN	

SHEET GENERAL NOTES

1. Contractor shall verify all dimensions and jobsite conditions before commencing work and shall coordinate any discrepancies with the Engineer.
2. Contractor shall review and verify all dimensions shown on Structural drawings with those shown on Architectural and Civil drawings. Contractor shall notify the Architect of any discrepancies between the drawings and receive written clarifications of discrepancies before proceeding with construction.
3. Use written dimensions. Do not use scaled dimensions. Where no dimension is provided, consult the Engineer for clarification before proceeding with the work.
4. The Contractor is responsible for implementing jobsite safety and construction procedures in accordance with national, state, and local safety requirements. The design, adequacy, and safety of erection bracing, shoring, temporary supports, et cetera, is the sole responsibility of the Contractor and has not been considered by the Engineer. The Contractor is responsible for the coordination of any penetration or use of structure for conduit, raceway, or non-structural items with the Engineer prior to the installation of the non-structural items.
5. General notes shall not substitute for specifications. Conflicts between the two shall be brought to the Engineer's attention, or the stricter criteria shall be used.
6. The Contractor will pay the Engineer for time and expense required to review, design, and coordinate items that were constructed not in conformance with these drawings.
7. The Contractor is responsible for locating and the protection of all existing utilities and adjacent structures throughout all phases of construction.

DESIGN CRITERIA

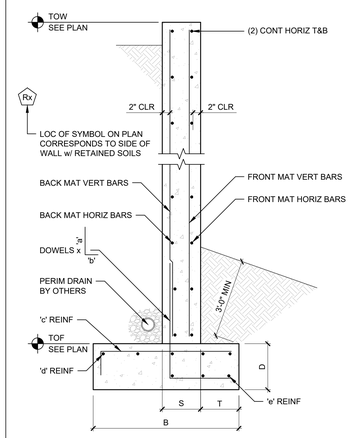
1. CODE: 2021 International Building Code (IBC).
2. DESIGN LOADS:
   - LIVE LOADS:
     - SURCHARGE = 250 PSF
     - VEHICLE IMPACT = 6,000 LB 27" above parking pavement
   - LATERAL LOADS:
     - WIND 90 MPH (3 Second Gust), Exposure C
     - SEISMIC Site Class D, Risk Category II, I = 1.0
       Ss = 0.382 g, S1 = 0.082 g, Sds = 0.381 g, Sd1 = 0.130 g

FOUNDATION

1. Recommendations for foundation type and design criteria were provided by the geotechnical report "Subsoil Study For Foundation Design Proposed Riverside Park Townhome Development," dated August 9, 1999, by Hepworth-Pawlak Geotechnical, Inc., a separate consultant to the Owner. Contractor shall read and be familiar with all aspects and requirements for site and foundation sub-grade preparation. Unless noted otherwise, the geotechnical report shall be considered part of the construction documents and shall be followed.
2. Design Parameters:
   Maximum Allowable Bearing Capacity = 2,000 psf
   Active Lateral Soil Pressure = 45 pcf
   Passive Soil Pressure = 300 pcf ultimate
   Coefficent of Friction = 0.35 ultimate
3. The retaining walls are supported on spread footings bearing on competent subgrade. The bottom of all footings to bear 36" minimum below finished grade.
4. The bottom of all footings shall bear on solid native, inorganic, undisturbed soil or approved compacted fill per the geotechnical report.
5. A Geotechnical Engineer shall perform an open excavation inspection prior to placing foundations to ensure the bearing capacity is satisfactory.
6. No concrete shall be placed on frozen soil or in excavation containing water.
7. No concrete shall be placed in footings or foundation wall without 48 hours notification to allow Engineer to observe the reinforcement if deemed necessary.
8. The design and erection of all shoring, sheeting, soil stability, and dewatering is the sole responsibility of the Contractor. The Contractor shall hire a licensed Engineer to design all shoring and sheeting.
9. Utility and plumbing lines shall not go through or beneath the foundation unless indicated otherwise.

CAST-IN-PLACE CONCRETE

1. Concrete properties shall be determined from designated Exposure Category F Class F3 as described in Section 19.3.1 of the latest edition of ACI 318 unless noted otherwise.
   a. Minimum Compressive Strength: f'c = 5,000 psi at 28 days, normal weight.
   b. Maximum water/cement ratio limit (w/cm): 0.40
   c. Air Entrainment with 3/4" aggregate size where exposed to freeze/thaw = 6% +/- 1.5%
2. Concrete shall be ready-mixed in accordance with ASTM C94. Portland cement shall conform to ASTM C150, Type I or II. Normalweight aggregate shall conform to ASTM C33.
3. Calcium Chloride shall not be added to concrete.
4. Material, mixing, placement, and workmanship shall be in accordance with the requirements of the latest edition of the "Building Code Requirements for Reinforced Concrete" (ACI 318) and Section 1905 of the IBC. Each proposed concrete mix shall include test data.
5. Concrete Placement: Cold weather is defined by ACI 306 as "The air temperature has fallen to, or is expected to fall below, 40°F," when cold weather conditions exist, place concrete complying with ACI 306. Hot weather is defined by ACI 305 as "any combination of high air temperature, low relative humidity, and wind velocity tending to impair the quality of fresh or hardened concrete or otherwise resulting in abnormal properties;" when hot weather conditions exist, place concrete complying with ACI 305.
6. Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed on at least one composite sample for each 100 cubic yard or fraction thereof of each concrete mixture placed each day. Cast and laboratory- and/or field cure at least two sets of two standard cylinder specimens for each composite sample according to ASTM C 31/C 31M. Test one set of two specimens at 7 days and one set of two specimens at 28 days according to ASTM C 39/C 39M. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
7. All Detailing, Fabrication, and Erection of reinforcing shall conform to latest edition of ACI "Manual of Standard Practice for Detailing Reinforced Concrete Structures" (ACI 315) and the current "Building Code Requirements for Reinforced Concrete" (ACI 318).
8. Reinforcing Steel:
   ASTM A615: Grade 40 for #3, Grade 60 for #4 and larger.
9. The following minimum concrete cover shall be provided for reinforcement per ACI 318.
   Concrete cast against and permanently exposed to earth: 3"
   Concrete cast against forms and exposed to earth or weather
   #6 through #18 bars: 2"
   #5 bar and smaller: 1-1/2"
10. Unless noted otherwise, lap splices in concrete shall be class "B" tension lap splices (2'-0" minimum) per the latest edition of ACI 318. Stagger alternate splices a minimum of one lap length. Extend all horizontal reinforcing continuous around corners and intersections or provide bent corner bars to match and lap with horizontal bars at corners and intersections of footings and walls.
11. Provide bar supports and spacers to support all reinforcement in proper locations and wire adequately at intersections to hold bars firmly in position while concrete is placed. Bar supports and spacers which rest on exposed surfaces shall be hot dipped-galvanized or epoxy-coated.
12. Welding of reinforcement is not permitted unless specifically noted or approved in writing by the Engineer.
13. Isolation Joint Material shall be 1/2" thick full height of joint, unless noted otherwise.



TYP RETAINING WALL SECTION

RETAINING WALL SCHEDULE

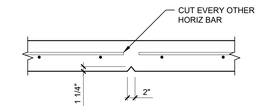
PLAN MARK	FRONT MAT		BACK MAT	
	HORIZ BARS	VERT BARS	HORIZ BARS	VERT BARS
R1	#5 @ 18" OC	#5 @ 16" OC	#5 @ 18" OC	#5 @ 16" OC
R2	-	-	#5 @ 18" OC	#5 @ 10" OC
R3	-	-	#5 @ 18" OC	#5 @ 18" OC

PLAN MARK	DOWELS			WALL/FOOTING DIMENSIONS			
	SIZE & SPACING	DIM 'a'	DIM 'b'	DIM 'B'	DIM 'S'	DIM 'T'	DIM 'D'
R1	#5 @ 16" OC	48"	18"	10'-0"	12"	1'-0"	1'-4"
R2	#5 @ 18" OC	48"	10"	10'-0"	8"	1'-0"	1'-4"
R3	#5 @ 18" OC	48"	8"	5'-0"	8"	4"	10"

PLAN MARK	FOOTING REINF		
	'c' REINFORCING	'd' REINFORCING	'e' REINFORCING
R1	#7 @ 10" OC	(9) #5 CONT	(3) #5 CONT
R2	#7 @ 10" OC	(9) #5 CONT	(3) #5 CONT
R3	#5 @ 18" OC	(4) #5 CONT	-

NOTES:
1. SEE PLAN FOR RETAINING WALL LOCATIONS, NOTED AS Rx.

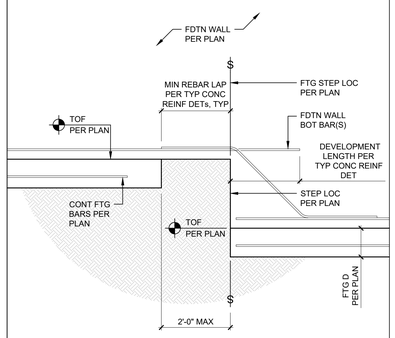
TYP RETAINING WALL DETAILS



PLAN VIEW

NOTES:
1. INSTALL CONTROL JOINTS AT 3x WALL HEIGHT ON CENTER HORIZONTAL SPACING (20'-0" OC MAX).
2. JOINT LOCATION TO BE APPROVED BY ARCH.
3. EXTEND CONTROL JOINT OVER TOP SURFACE AND DOWN BACK SIDE WHERE EXPOSED TO VIEW.

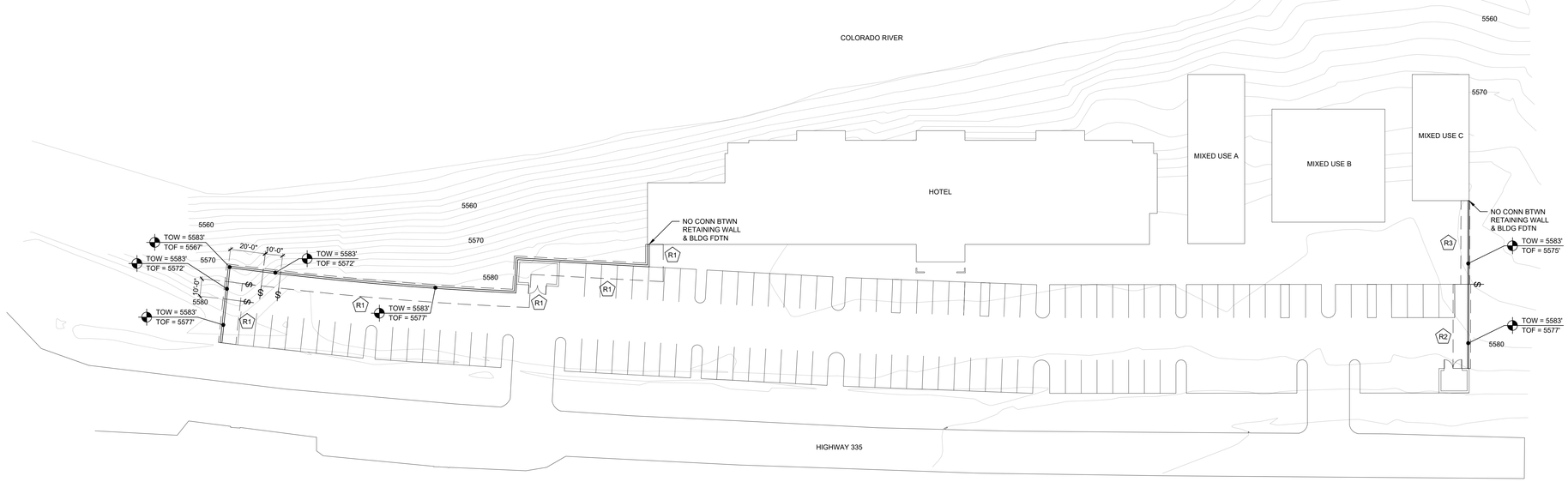
TYP VERT CONTROL JNT IN CONC WALL



TYPICAL FOOTING STEP

BWR STANDARD ABBREVIATIONS

AB	Anchor Bolt		
ABV	Above	K	King Stud
ADDL	Additional	KIP	Thousand Pounds
ALT	Alternate	KIP FT	Thousand Pound-feet
APPROX	Approximate(ly)		
ARCH	Architect, Architectural	L	Length, Steel Angle
		LAG	Lag Screw
B PL	Base Plate	LLH	Long Leg Horizontal
BF	Both Faces	LLV	Long Leg Vertical
BLDG	Building	LOC	Location
BLKG	Blocking	LONG	Longitudinal
BM	Beam	LSL	Laminated Strand Lumber
B.O.	Bottom Of	LVL	Laminated Veneer Lumber
BOF	Bottom Of Footing		
BOS	Bottom Of Steel	MATL	Material
BOT	Bottom	MAX	Maximum
BOW	Bottom Of Wall	MC	Moment Connection
BRCG	Bracing	MECH	Mechanical
BRG	Bearing	MFR	Manufacturer
BS	Both Sides	MIN	Minimum
BTWN	Between	MO	Masonry Opening
BWP	Brace Wall Panel		
		(N)	New
C	Steel Channel	NIC	Not In Contract
CANTIL	Cantilever	NS	Near Side
CIP	Cast-in-place	N-S	North-South
CJ	Construction/Control Joint	NTS	Not To Scale
CLR	Clear		
CMU	Concrete Masonry Unit	OC	On Center
COL	Column	O.F.	Outside Face
CONC	Concrete	OPNG	Opening
CONN	Connection	OPT	Option(al)
CONT	Continue(s), Continuous	OSB	Oriented Strand Board
CP	Cripple Post		
CSK	Countersink, Countersunk	PERIM	Perimeter
CTR	Center	PERP	Perpendicular
		PL	Plate
D	Deep, Depth	PLL	Parallel
DBL	Double	PLYWD	Plywood
DEMO	Demolition, Demolish	PREFAB	Prefabricated
DET	Detail	PSL	Parallel Strand Lumber
DIAG	Diagonal	PT	Pressure Preservative Treated
DIM	Dimension		
DWG	Drawing	RD	Roof Drain
DWL	Dowel	REF	Reference
		REINF	Reinforce(d), Reinforcement
EA	Each	REQD	Required
EF	Each Face	REV	Reverse(d)
EJ	Expansion Joint	RO	Rough Opening
EL	Elevation	RS	Rough Sawn
ELEV	Elevator		
EMBED	Embed(ment)	SCHED	Schedule
EN	Edge Nail	SHTHG	Sheathing
ENGR	Engineer	SGN	Structural General Notes
EOS	Edge of Slab	SIM	Similar
EQ	Equal	SIP	Structural Insulated Panel
EQL SP	Equally Spaced	SOG	Slab On Ground
EW	Each Way	SQ	Square
E-W	East-West	SST	Stainless Steel
(E), EXIST	Existing	STAG	Staggered
EXP	Expansion	STD	Standard
EXT	Exterior	STIFF	Stiffener
		STL	Steel
FAS	Fascia(e)	STRUCT	Structure, Structural
FD	Floor Drain	SW	Shear Wall
FDTN	Foundation		
FLG	Flange	T	Trimmer
FLR	Floor	T&B	Top And Bottom
FO	Face Of	T&G	Tongue-And-Groove
FOC	Face Of Concrete	TB	Trough Bolt
FOM	Face Of Masonry	TBR	To Be Removed
FOS	Face Of Stud	TEMP	Temporary
FS	Far Side	THD	Thread(ed)
FSTNR	Fastener	T.O.	Top Of
FTG	Footing	TOB	Top Of Beam
		TOC	Top Of Concrete
GA	Gauge	TOF	Top Of Footing
GALV	Galvanize(d)	TOS	Top Of Steel
GC	General Contractor	TOW	Top Of Wall
GL	Glued-Laminated Wood	TRANSV	Transverse
		TYP	Typical
H	Height		
HD	Hold-down	UNO	Unless Noted Otherwise
HDR	Header		
HGR	Hanger	VERT	Vertical
HORIZ	Horizontal	VIF	Verify In Field
HSS	Hollow Structural Section	VNR	Veneer
I.F.	Inside Face	W	Wide-Flange Beam, Wide, Width
INCL	Include(d), Including	w/	With
INSUL	Insulation	WF	Wide-Flange
INT	Interior	w/o	Without
		WP	Working Point
JNT	Joint	WWF	Welded-Wire Fabric
JST	Joist		



N
TRUE

SITE RETAINING WALL PLAN

SCALE: 1" = 30'

PLAN NOTES:
1. ELEVATIONS SHOWN ARE SITE ELEVATIONS. SEE CIVIL DRAWINGS FOR MORE INFORMATION.
2. SEE LANDSCAPE DRAWINGS FOR WALL AND STAIR DIMENSIONS AND ELEVATIONS NOT SHOWN IN THESE DRAWINGS.
3. PROVIDE VERT CONTROL JOINTS PER 'TYP VERT CONTROL JNT IN CONC WALL' THIS SHEET.
4. ⟋ INDICATES FOOTING STEP. SEE 'TYP FOOTING STEP' THIS SHEET.
5. Rx INDICATES RETAINING WALL TYPE. SEE 'TYP RETAINING WALL DETAILS' THIS SHEET.

RED

1001 Grand Ave #103
Glenwood Springs
CO 81601

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2024

Lot 1 Highway PUD

Lot 1 Highway
PUD
New Castle, CO
81647

bwpe
1010 W 24th St
Rifle, Colorado 81650
(970) 462-8853
bwr@bwr.pe

BWR Project No. 24011

SD	10/3/23
LAND USE APP.	06/11/24

NOT FOR CONSTRUCTION

Site Retaining Wall Plan

S-001

DRAINAGE REPORT

7051 COUNTY ROAD 335
NEW CASTLE, COLORADO 81647

Prepared For:

COAL SEAM LLC
110 SPUR DRIVE
GLENWOOD SPRINGS, CO 81601

Prepared By:

Hans E. Brucker, PE, PLS
Pinnacle Design Consulting Group, Inc.
805 Buck Point Road
Carbondale, Colorado 81623

October 29, 2025



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Appendix

Computer Printouts

Introduction / General Description

This drainage report has been prepared for the commercial development of a Lot located at 7051 County Road 335 in New Castle, Colorado. The Lot is located along the Colorado River just east of the I70 overpass that services New Castle.

The proposed parking area is mild sloping at approximately 2.5% grade, however, the buildings will be situated on slopes that approach 27% grade. The Lot includes vegetation consisting of native grasses, and Gamble Oak. An existing concrete building pad is located on the Lot, but will be removed as part of the new construction. All of the development and infrastructure will be beyond the 100-year flood plain line.

Preliminary soil investigations have been conducted and show suitable soils for construction. The soils are known to percolate at acceptable rates.

Project Description

The development plan for the site includes the construction of a 71-room hotel and a mixed-use commercial building with access from County Road 335. The development is within the Business P.U.D. Zone District.

Ultimately the site is tributary to the Colorado River Basin and there are no drainage channels that run across the property.

Stormwater from the steep slopes south of the county road is intercepted by the county road.

Drainage Analysis Methodology

As part of the development of this Lot, we have analyzed the entire development area as four separate drainage basins. The proposed grading will convey the storm water from the Lot via inlets into two separate dry detention basins that include sand filters. The Rational Method is used as the basis for determining the on-site peak 100-year storm water flow rates. Runoff coefficients have been selected based on the percent imperviousness of the site for Hydrologic Soil Group B.

Detention for the site is not required per our discussion with the Town Engineer given the proximity to the Colorado River. However we have elected to detain the 100-year storm for the parking areas in order to avoid the installation of outfall structures. We will calculate the Water Quality Control Volume (WQCV) for a Sand Filter in each case to size the sand filter areas required.

Peak Flow Rates –Rational Method:

Based on the Rational Methodology, the developed peak flow rate for each basin 100-year return period and can be calculated as follows:

Rational Method:

Given:

Q = CIA

Where:

Q = Peak Discharge, cfs for the return period
C = Runoff Coefficient
I = Rainfall Intensity, inches/hour
A = Drainage Area, acres

The intensity value is derived based on the time of concentration for the Lot from the ground cover, slope, and the degree to which the stormwater is channelized. Based past experience when analyzing smaller sized drainage basins by using the Rational Method, time-of-concentration values typically are less than 5-minutes, especially on steeper sloping sites. Therefore, we will use the minimum time-of-concentration value of 5-minutes for the analysis as it will yield more conservative peak flow rates in this instance.

Specific time-intensity-frequency curves for the New Castle can be derived from the latest NOAA Atlas 14 information.

For this particular Lot, the Drainage Basin characteristics and historic flow rates for the 100-year storms are as follows (See Appendix for Drainage Basin locations):

Based upon and intensity of 5.94 in/hr the developed 100-year runoff coefficients and peak flow rates are calculated as follows:

DEVELOPED DRAINAGE BASIN
PEAK RUNOFF FLOW DETERMINATION

DRAINAGE BASIN	TOTAL AREA ACRES	100-YEAR RUNOFF COEFFICIENT	100-YEAR INTENSITY in/hr	"Q" VALUE cfs
1	0.922	0.92	5.94	5.04
2	0.132	0.92	5.94	0.72
3	0.037	0.35	5.94	0.08
4	0.045	0.35	5.94	0.09

See Appendix for Drainage Basin information.

Water Quality:

Water quality for the project will be based upon treating all of the developed parking areas.

Given a tributary area of 40,167 ft^2 for the west parking lot area and 5,729 ft^2 for the east parking lot and an imperviousness of 100%, we determined that a total Water Quality Control Volume (WQCV) as follows: (see Appendix):

West Parking = 934 ft^3
East Parking = 133 ft^3

The Sand Filter Areas are as follows:

West Parking Sand Filter Area = 502 ft^2
East Parking Sand Filter Area = 72 ft^2

Detention:

No detention is required for the project, however we are providing 100% detention for the parking areas according to the following table.

DEVELOPED STORM WATER VOLUME

DRAINAGE BASIN	TOTAL AREA SQ. FT.	100-YEAR STORM DEPTH (IN)	VOLUME CU. FT.
1	40167	1.27	4251.0
2	5729	1.27	606.3

Pipe & Inlets:

In general Stormwater will be collected in CDOT Type 13 inlets and routed via 15" and 18" diameter HDPE pipes from which it will be conveyed to the dry detention basin and sand filters.

Project Design Principles:

The project, to the extent possible considering all of the input parameters, has been designed in concert with USDCM principals. Given the predetermined location of the commercial buildings and parking lot. We considered water quality early in the design process and have used major portions of the site to incorporate various BMP's including a sand filter. A treatment train approach has been utilized where feasible to provide water quality and flood controls. In addition, we have designed the new drainage facilities for maintenance access and have considered public safety.

Erosion Control:

Given the size of the project, disturbance to the site will be considerable. We are recommending that a silt fence be installed on the down-gradient side of the proposed improvements in order to eliminate sediment transfer and to mitigate concern for water quality impacts on the Colorado River Basin. Other BMP's are shown on the Grading and Drainage Plan. All excavations should be planned to minimize, to the extent possible, damage to surrounding vegetation.

Maintenance:

The dry detention basins and sand filters should be checked annually after construction to ensure that they are free of debris. If debris and silt are encountered, they should be removed via pumping or other mechanical means. Since maintenance will ultimately be facilitated by the HOA, a contact person will be provided once the HOA is formalized.

Temporary silt fence should remain in place until all areas on the Lot are revegetated.

Nearest Flood Zone:

Subject property is located within a major FIRM 100-year flood zone.

Conclusions:

The development of this Lot, from a drainage perspective, will utilize dry detention basins with sand filters to treat, detain and route stormwater through the site. To the extent possible, we have avoided unnecessary impervious areas and have designed the proposed plan in concert with the USDCM principles, the desires of the client, and long-term BMP maintenance concerns. The proposed design will improve the existing drainage conditions by increasing water quality treatment in areas not previously mitigated as such. Given the proximity to the river we do not anticipate and any flood impacts to adjacent property owners.

Recommendations:

1. Positive drainage should be constructed away from the building foundations in accordance with the grading and drainage plan (if proposed grades are shown) and to the extent possible, with the final soils report.

2. Stormwater should be conveyed to the dry detention basins via underground storm drain as shown on the Grading Plan.

3. Erosion control measures recommended above should be strictly followed.

4. Maintenance for drainage facilities should be in accordance with the aforementioned maintenance section.

References:

City of Aspen URMP (latest edition)
USDCM Vols. 1-3

APPENDIX

DEVELOPED DRAINAGE BASIN
PEAK RUNOFF FLOW DETERMINATION

DRAINAGE BASIN	TOTAL AREA ACRES	100-YEAR RUNOFF COEFFICIENT	100-YEAR INTENSITY in/hr	"Q" VALUE cfs
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3	0.037	0.35	5.94	0.08
4	0.045	0.35	5.94	0.09

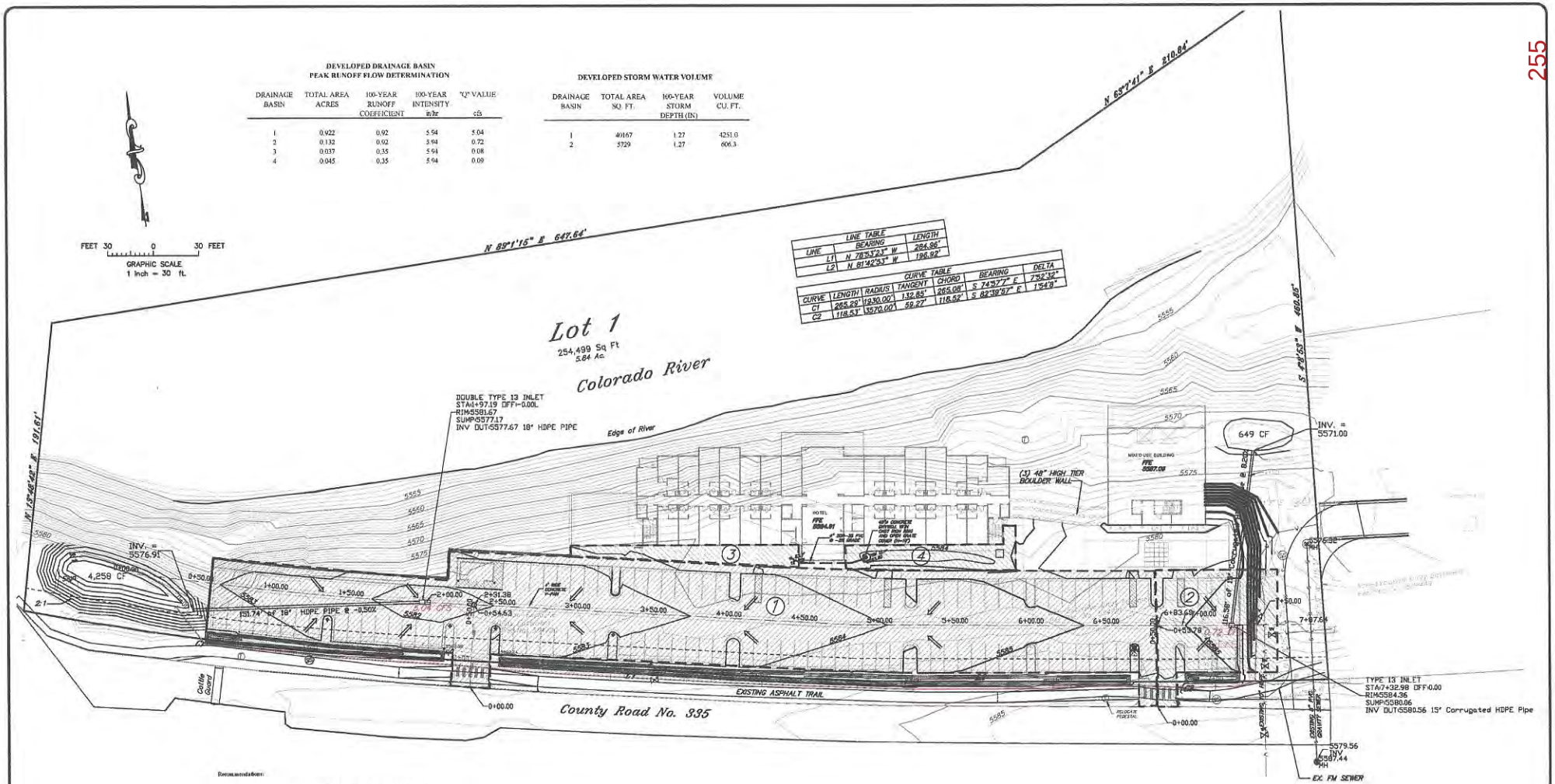
DEVELOPED STORM WATER VOLUME

DRAINAGE BASIN	TOTAL AREA SQ. FT.	100-YEAR STORM DEPTH (IN)	VOLUME CU. FT.
1	40167	1.27	4251.0
2	5729	1.27	606.3

FEET 30 0 30 FEET
GRAPHIC SCALE
1 Inch = 30 ft.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 78°53'23" W	284.96'
L2	N 81°42'53" W	196.92'

CURVE TABLE					
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	265.29'	1930.00'	132.85'	265.08'	S 74°57'7" E	7°52'32"
C2	116.53'	3570.00'	58.27'	116.52'	S 82°39'07" E	1°54'9"



Recommendations:

1. Positive drainage should be constructed away from the building foundations in accordance with the grading and drainage plan (if proposed grades are shown) and to the extent possible, with the final soils report.
2. Storm water should be conveyed to the dry detention basins via underground storm drain as shown on the Grading Plan.
3. Erosion control measures recommended above should be strictly followed.
4. Maintenance for drainage facilities should be in accordance with the aforementioned maintenance section.

DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION / DATE / DESCRIPTION / BY / CHD	COAL SEAM LLC	SCALE: 1" = 30' / JOB NO: 2504.11 / DATE: 10-29-25
CHECKED BY: H.E.B.	DATE: FOR:	CONSULTING ENGINEERS • 0905 BUCK POINT ROAD CARBONDALE, CO 81623 • (970) 963-2170 pinnacledesign@sopris.net		LOT 1 HIGHWAY P.U.D. – 7051 COUNTY ROAD 335 DRAINAGE BASINS	SHEET NO: C5

Design Procedure Form: Sand Filter (SF)

UD-BMP (Version 3.07, March 2018) **Sheet 1 of 2**

Designer: Hans Brucker
Company: Pinnacle Design
Date: October 25, 2025
Project: 7051 County Road 335
Location: New Castle, Colorado

1. Basin Storage Volume

A) Effective Imperviousness of Tributary Area, I_a (100% if all paved and roofed areas upstream of sand filter): I_a = 100.0 %

B) Tributary Area's Imperviousness Ratio (i = I_a/100): i = 1.000

C) Water Quality Capture Volume (WQCV) Based on 12-hour Drain Time
WQCV= 0.8 * (0.91* i^3 - 1.19 * i^2 + 0.78 * i): WQCV = 0.40 watershed inches

D) Contributing Watershed Area (including sand filter area): Area = 40,167 sq ft

E) Water Quality Capture Volume (WQCV) Design Volume
V_{WQCV} = WQCV / 12 * Area: V_{WQCV} = cu ft

F) For Watersheds Outside of the Denver Region, Depth of Average Runoff Producing Storm: d_6 = 0.30 in

G) For Watersheds Outside of the Denver Region, Water Quality Capture Volume (WQCV) Design Volume: $V_{WQCV\ OTHER}$ = 934 cu ft

H) User Input of Water Quality Capture Volume (WQCV) Design Volume (Only if a different WQCV Design Volume is desired): $V_{WQCV\ USER}$ = cu ft

2. Basin Geometry

A) WQCV Depth: D_{WQCV} = 3.0 ft

B) Sand Filter Side Slopes (Horizontal distance per unit vertical, 4:1 or flatter preferred). Use "0" if sand filter has vertical walls.: Z = 0.00 ft / ft

C) Minimum Filter Area (Flat Surface Area): A_{Min} = 502 sq ft

D) Actual Filter Area: A_{Actual} = sq ft

E) Volume Provided: V_T = cu ft

3. Filter Material

Choose One
- (●) 18" CDOT Class B or C Filter Material
- ( ) Other (Explain):

4. Underdrain System

A) Are underdrains provided?

Choose One
- ( ) YES
- (●) NO

B) Underdrain system orifice diameter for 12 hour drain time

i) Distance From Lowest Elevation of the Storage Volume to the Center of the Orifice: y = N/A ft

ii) Volume to Drain in 12 Hours: Vol_{12} = N/A cu ft

iii) Orifice Diameter, 3/8" Minimum: D_O = N/A in

Design Procedure Form: Sand Filter (SF)

Designer: Hans Brucker
Company: Pinnacle Design
Date: October 25, 2025
Project: 7051 County Road 335
Location: New Castle, Colorado

5. Impermeable Geomembrane Liner and Geotextile Separator Fabric A) Is an impermeable liner provided due to proximity of structures or groundwater contamination?	Choose One: ○ YES ◉ NO
6. Inlet / Outlet Works A) Describe the type of energy dissipation at inlet points and means of conveying flows in excess of the WQCV through the outlet	100% detention will be provided so there won't be any excess flows.

Notes:

Design Procedure Form: Sand Filter (SF)

UD-BMP (Version 3.07, March 2018) **Sheet 1 of 2**

Designer:	**Hans Brucker**
Company:	**Pinnacle Design**
Date:	**October 25, 2025**
Project:	**7051 County Road 335**
Location:	**New Castle, Colorado**

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B) Tributary Area's Imperviousness Ratio (i = I_a/100): i = 1.000

C) Water Quality Capture Volume (WQCV) Based on 12-hour Drain Time
WQCV= 0.8 * (0.91* i^3 - 1.19 * i^2 + 0.78 * i): WQCV = 0.40 watershed inches

D) Contributing Watershed Area (including sand filter area): Area = 5,729 sq ft

E) Water Quality Capture Volume (WQCV) Design Volume
V_{WQCV} = WQCV / 12 * Area: V_{WQCV} = cu ft

F) For Watersheds Outside of the Denver Region, Depth of Average Runoff Producing Storm: d_6 = 0.30 in

G) For Watersheds Outside of the Denver Region, Water Quality Capture Volume (WQCV) Design Volume: $V_{WQCV\ OTHER}$ = 133 cu ft

H) User Input of Water Quality Capture Volume (WQCV) Design Volume (Only if a different WQCV Design Volume is desired): $V_{WQCV\ USER}$ = cu ft

2. Basin Geometry

A) WQCV Depth: D_{WQCV} = 3.0 ft

B) Sand Filter Side Slopes (Horizontal distance per unit vertical, 4:1 or flatter preferred). Use "0" if sand filter has vertical walls.: Z = 0.00 ft / ft

C) Minimum Filter Area (Flat Surface Area): A_{Min} = 72 sq ft

D) Actual Filter Area: A_{Actual} = sq ft

E) Volume Provided: V_T = cu ft

3. Filter Material

Choose One
- (●) 18" CDOT Class B or C Filter Material
- ( ) Other (Explain):

4. Underdrain System

A) Are underdrains provided?

Choose One
- ( ) YES
- (●) NO

B) Underdrain system orifice diameter for 12 hour drain time

i) Distance From Lowest Elevation of the Storage Volume to the Center of the Orifice: y = N/A ft

ii) Volume to Drain in 12 Hours: Vol_{12} = N/A cu ft

iii) Orifice Diameter, 3/8" Minimum: D_O = N/A in

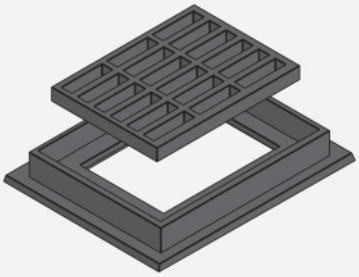
Design Procedure Form: Sand Filter (SF)

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Project: 7051 County Road 335
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5. Impermeable Geomembrane Liner and Geotextile Separator Fabric A) Is an impermeable liner provided due to proximity of structures or groundwater contamination?	Choose One: ○ YES ◉ NO
6. Inlet / Outlet Works A) Describe the type of energy dissipation at inlet points and means of conveying flows in excess of the WQCV through the outlet	100% detention will be provided so there won't be any excess flows.

Notes:

129561 Section 10:Section 10 5/31/13 7:33 AM Page 1

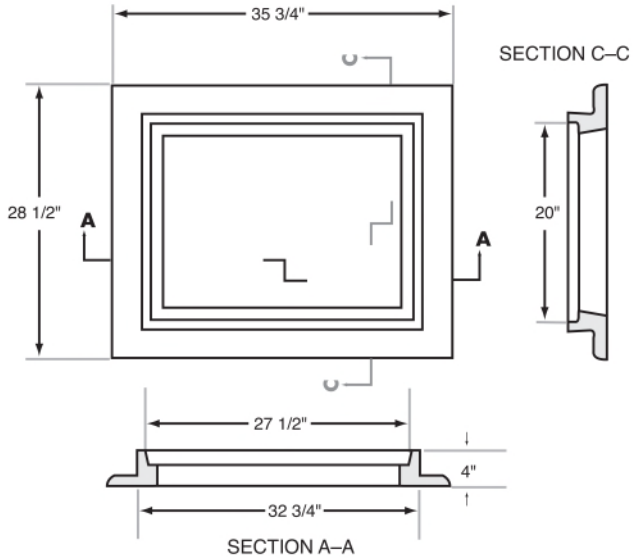


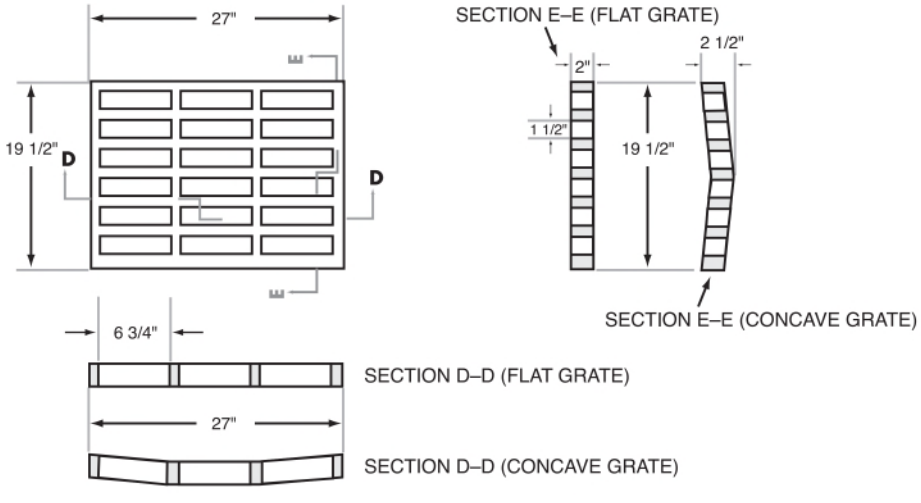
IFG1927CI

APPROXIMATE WEIGHT

FRAME	190 lb
GRATE FLAT	169 lb
GRATE CONCAVE	182 lb

NOTE:
FINISH—BLACK BITUMINOUS PAINT





182.25 sq. in. was the calculated opening of the grate.

CASTINGS INC. 860 4TH AVE. • P.O. BOX 669 • GRAND JCT, CO 81502 • 970.243.2032 • FAX 970.242.4962

Double Type 13 Inlet Capacity

Dept and Area in inch Units

Area sq. in.	Depth in	Q cfs	Q gpm
364.5	6	8.62	3862.66

two inlets

50% Clogging is 5.04 cfs x 1.5 = 7.56 cfs

So the inlet has adequate capacity.

Channel Report

4 INCH PVC PIPE FLOWING 0.08 CFS AT 2% GRADE

Circular

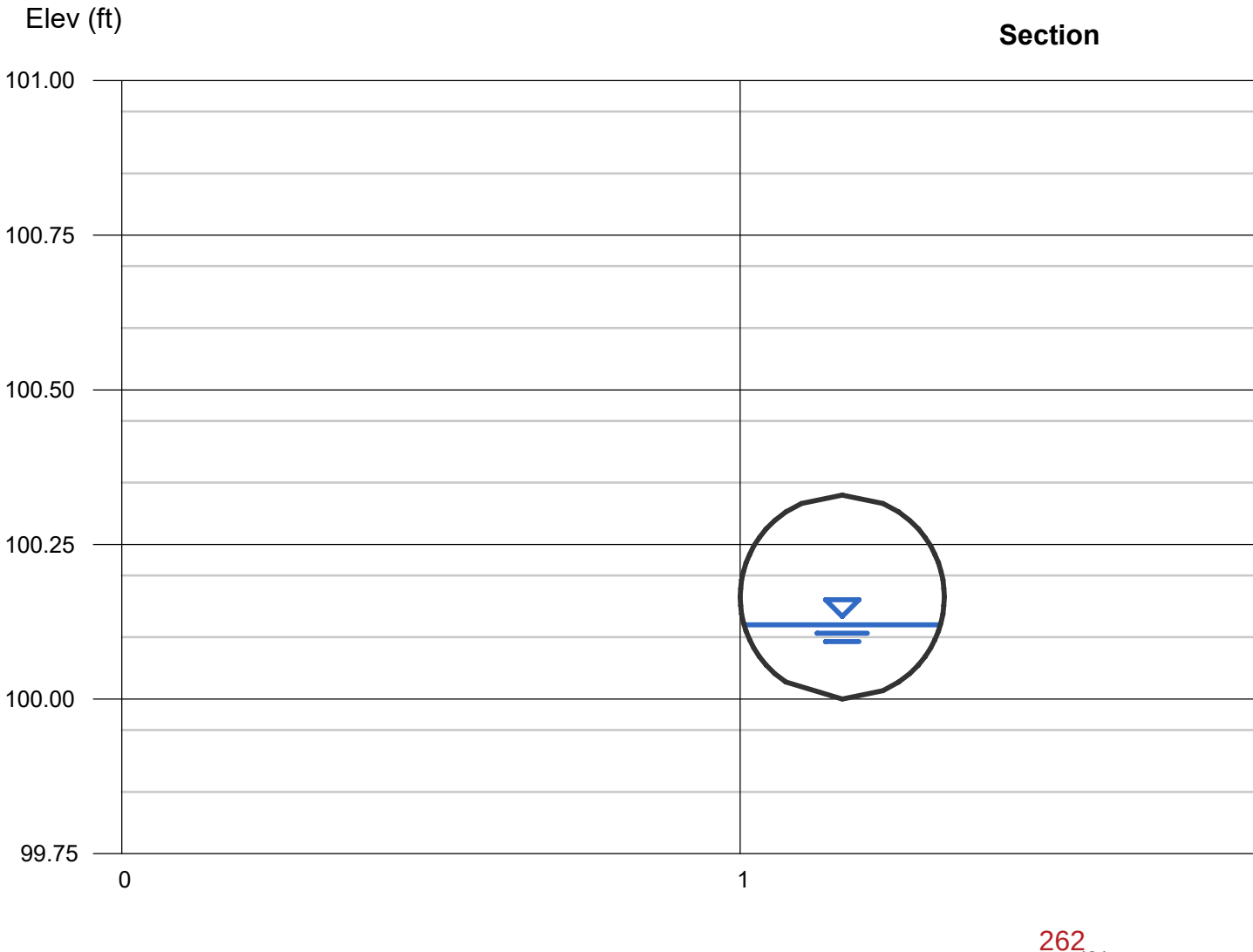
Diameter (ft)	= 0.33
Invert Elev (ft)	= 100.00
Slope (%)	= 2.00
N-Value	= 0.012

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.08

Highlighted

Depth (ft)	= 0.12
Q (cfs)	= 0.080
Area (sqft)	= 0.03
Velocity (ft/s)	= 2.84
Wetted Perim (ft)	= 0.43
Crit Depth, Yc (ft)	= 0.16
Top Width (ft)	= 0.32
EGL (ft)	= 0.25



Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc. Saturday, Oct 25 2025

15 INCH CORRUGATED HDPE FLOWING 0.72 CFS AT 8.2% GRADE

Circular

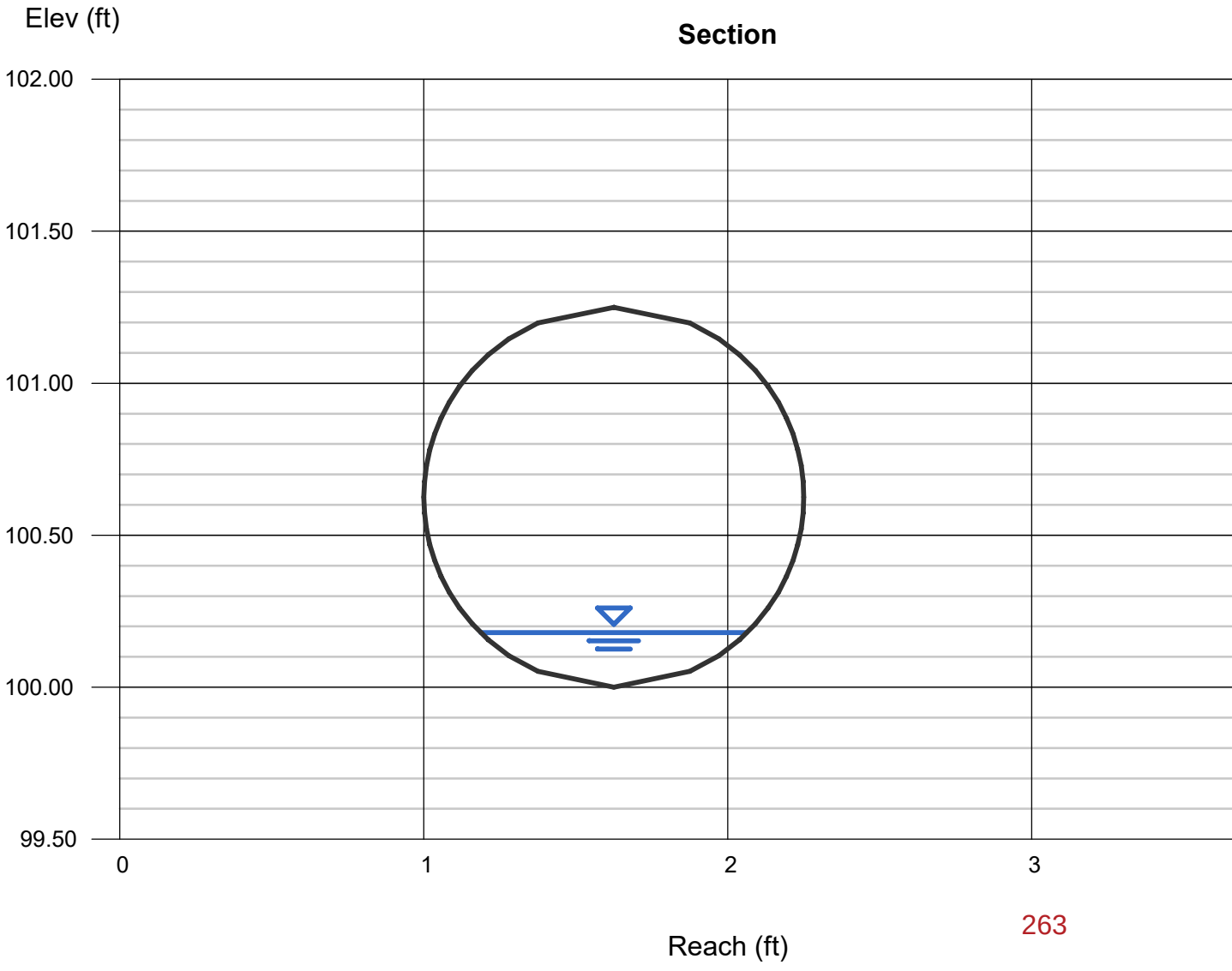
Diameter (ft)	= 1.25
Invert Elev (ft)	= 100.00
Slope (%)	= 8.20
N-Value	= 0.015

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.72

Highlighted

Depth (ft)	= 0.18
Q (cfs)	= 0.720
Area (sqft)	= 0.11
Velocity (ft/s)	= 6.58
Wetted Perim (ft)	= 0.97
Crit Depth, Yc (ft)	= 0.34
Top Width (ft)	= 0.88
EGL (ft)	= 0.85



Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc. Saturday, Oct 25 2025

18 INCH HDPE FLOWING 5.04 CFS AT 0.5% GRADE

Circular

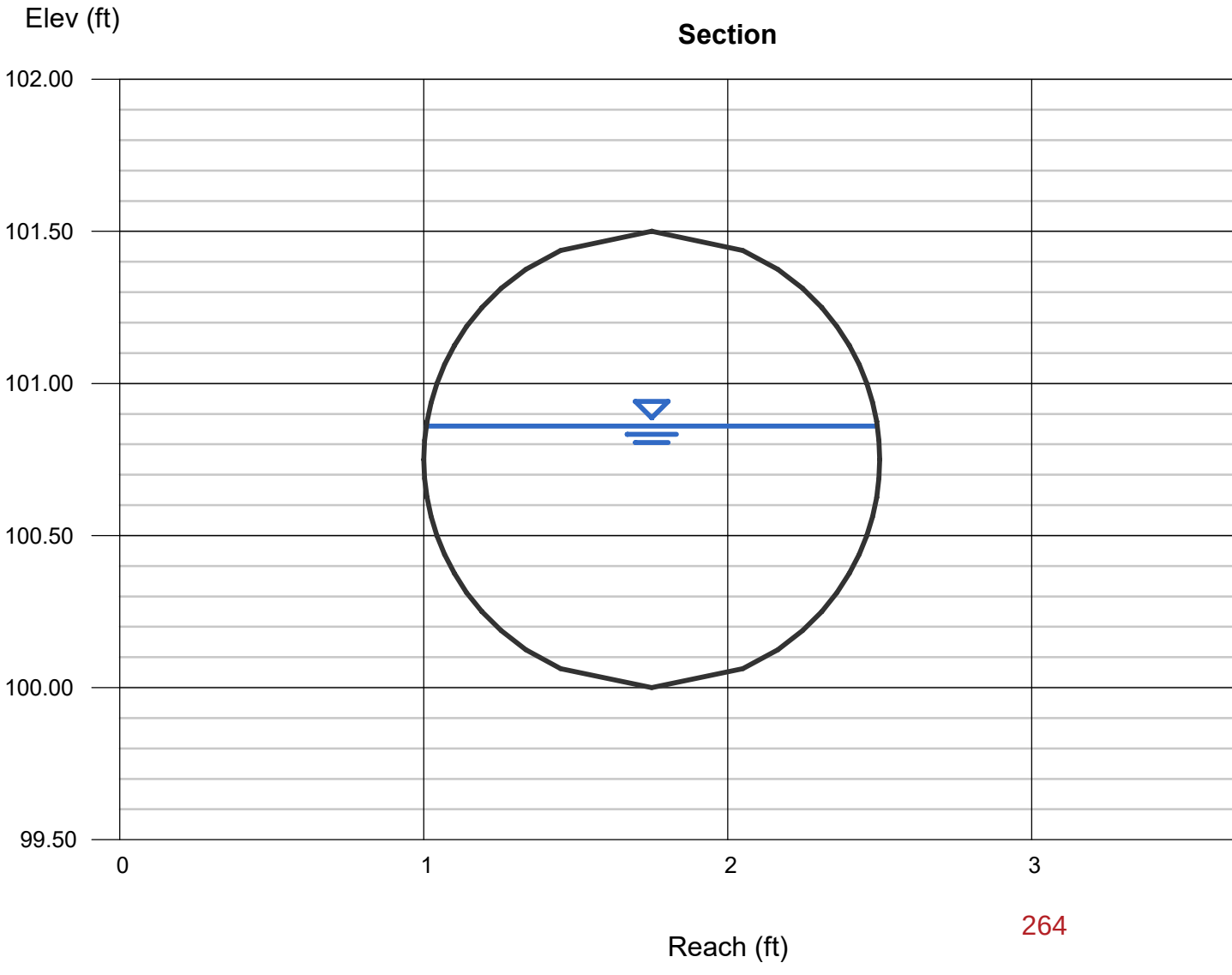
Diameter (ft)	= 1.50
Invert Elev (ft)	= 100.00
Slope (%)	= 0.50
N-Value	= 0.012

Calculations

Compute by:	Known Q
Known Q (cfs)	= 5.04

Highlighted

Depth (ft)	= 0.86
Q (cfs)	= 5.040
Area (sqft)	= 1.05
Velocity (ft/s)	= 4.80
Wetted Perim (ft)	= 2.58
Crit Depth, Yc (ft)	= 0.87
Top Width (ft)	= 1.48
EGL (ft)	= 1.22



Culvert Report

Circular Culvert

Invert Elev Dn (ft)	=	100.00
Pipe Length (ft)	=	151.74
Slope (%)	=	0.50
Invert Elev Up (ft)	=	100.76
Rise (in)	=	18.0
Shape	=	Circular
Span (in)	=	18.0
No. Barrels	=	1
n-Value	=	0.012
Culvert Type	=	Circular Culvert
Culvert Entrance	=	Smooth tapered inlet throat
Coeff. K,M,c,Y,k	=	0.534, 0.555, 0.0196, 0.9, 0.2

Embankment

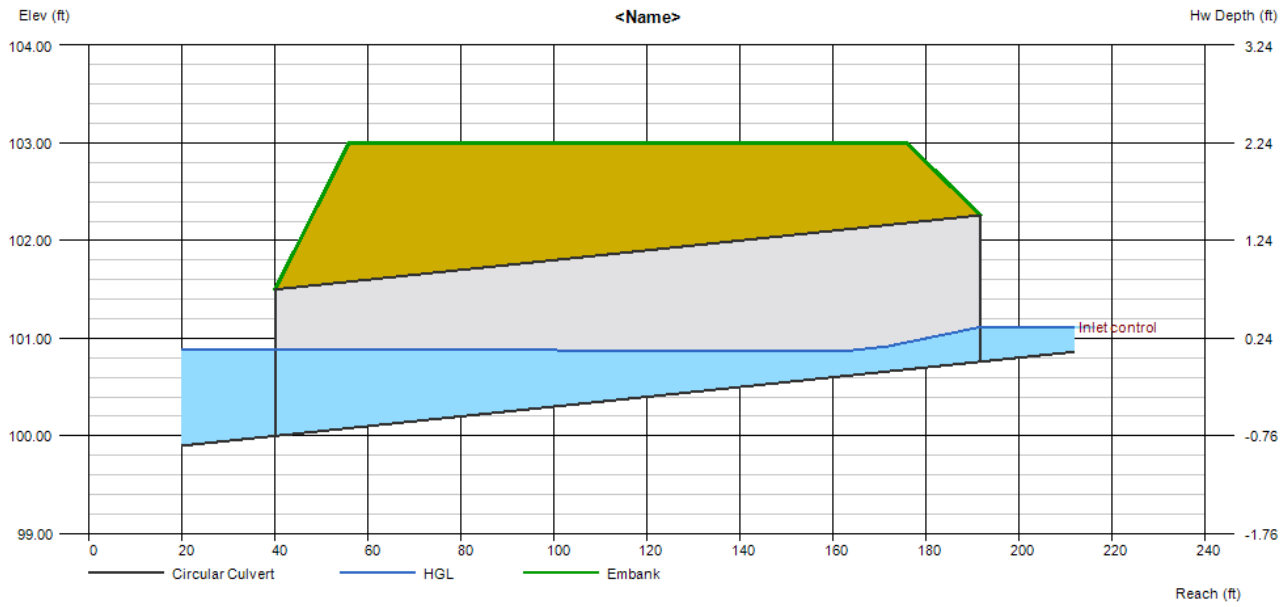
Top Elevation (ft)	=	103.00
Top Width (ft)	=	120.00
Crest Width (ft)	=	3.00

Calculations

Qmin (cfs)	=	0.00
Qmax (cfs)	=	5.04
Tailwater Elev (ft)	=	(dc+D)/2

Highlighted

Qtotal (cfs)	=	0.50
Qpipe (cfs)	=	0.50
Qovertop (cfs)	=	0.00
Veloc Dn (ft/s)	=	0.46
Veloc Up (ft/s)	=	2.42
HGL Dn (ft)	=	100.88
HGL Up (ft)	=	101.02
Hw Elev (ft)	=	101.12
Hw/D (ft)	=	0.24
Flow Regime	=	Inlet Control



LANDSCAPE PLAN
PLANT SCHEDULE

Symbol	Botanic Name	Common Name	Size
	Malus "Spring Snow"	Spring Snow Crabapple (fruitless)	2 ½" caliper
	Acer ginnala "Flame"	Flame Maple	2" caliper
	Picea pungens "Glauca"	Colorado Blue Spruce	8'ht.
	Salix irrorate	Blue Stem Willow	5 gallon
	Cornus servicea colordense	Colorado Dogwood	5 Gallon
	Syringa vulgaris	Common Lilac	15 Gallon
	Juniperus media "Pfitzerianna"	Pfitzer Juniper	5 gallon
	Geranium cinereum "Ballerina"	Ballerina Grayleaf Cranesbill	1 gallon

Sod to be locally sourced such as Mountain Blue Turf Farm or Rivendell Sod Farm

Seed to be a low grow reclamation mix consisting of;
30% Crested Wheatgrass, 20% Sheep Fescue, 25% Perennial Ryegrass, 15% Chewing Fescue, and 10% Upland Bluegrass

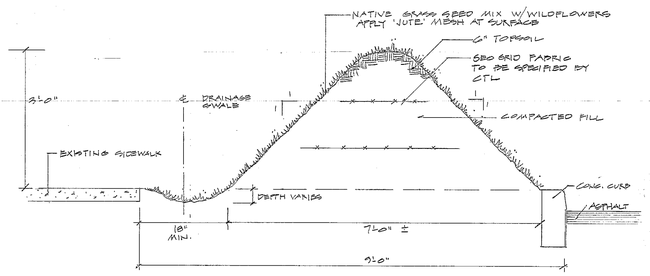
IRRIGATION SCHEDULE

1. All trees to receive permanent underground drip irrigation
2. All sod and ornamental shrub areas to receive permanent underground pop up spray head irrigation
3. All reclamation seed and native shrub area to receive permanent underground pop up rotary impact head irrigation

ADDITIONAL LANDSCAPE NOTES:

1. Landscape plan has incorporated native grasses and plants that will minimize maintenance, mowing and irrigating, see Landscape Plan Plant Schedule above,
2. All disturbed areas in the project shall be revegetated prior to the first growing season following the completion of construction of the entire project and shall be maintained in a predominately weed free condition,
3. Seed mix has been provided (above) and is native. All area disturbed during construction shall receive specified seed mix as well as all areas of 3:1 slope or greater shall receive erosion control blanket and comply with all specifications of the Civil Engineering plans with regard to erosion control.

NOTE:
1. THIS IS A GRAPHIC REPRESENTATION OF BERM DESIGNED AND SHOWN BY CTL THOMPSON.
2. BERM TO RECEIVE TEMPORARY IRRIGATION TILL GRASS IS ESTABLISHED.



ROCKFALL MITIGATION BERM
3/4"=1'-0"
* ILLUSTRATIVE - SEE CTL ROCKFALL MITIGATION REPORT

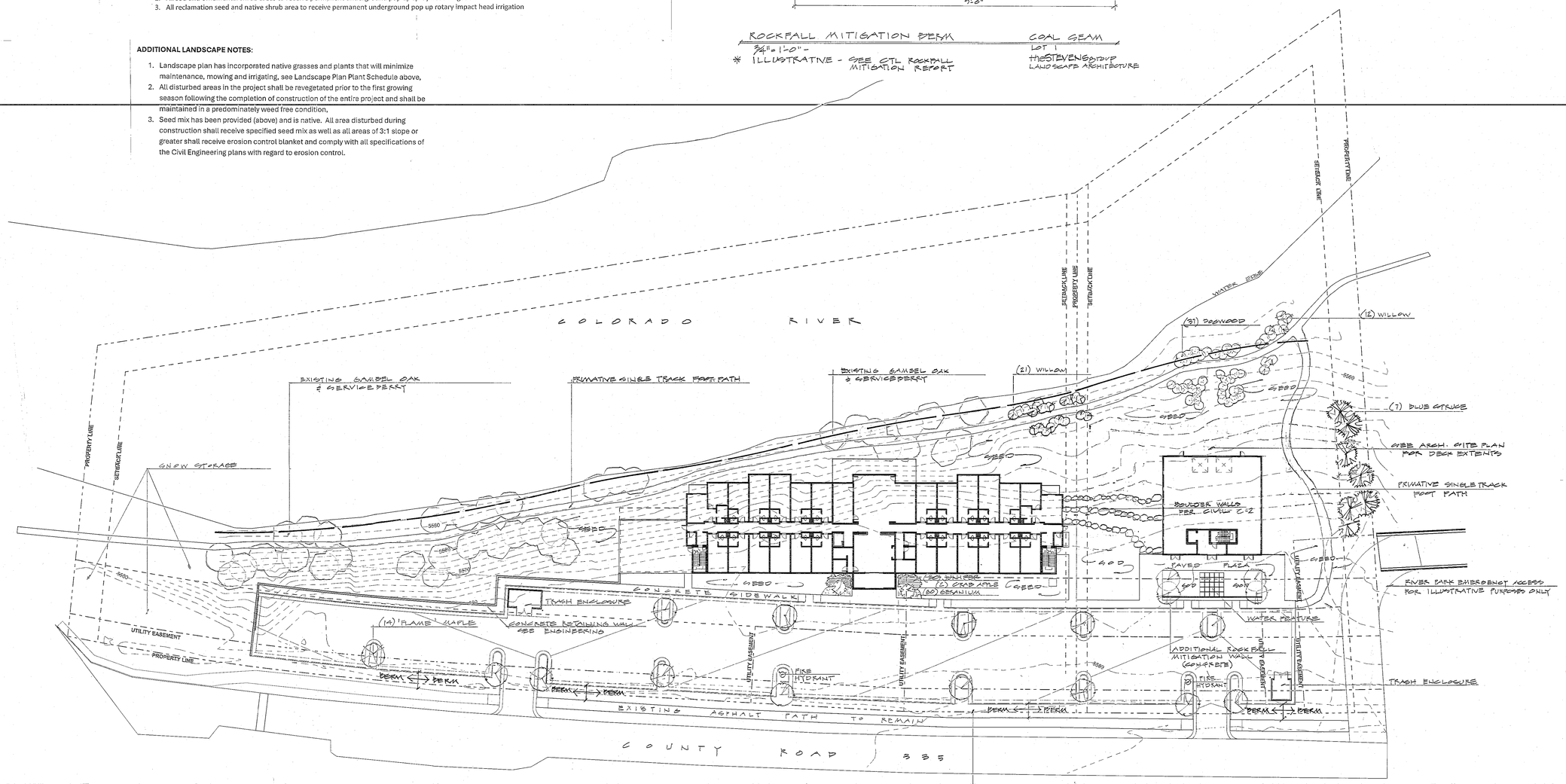
COAL SEAM
LOT 1
theSTEVENSgroup
LANDSCAPE ARCHITECTURE

Note:

100 Year floodway information provided by Town of New Castle. Flood Plain Address Map produced by Schmueser Gordon Meyer

Area Calculations:

Gross Lot Size	5.84 acres
Net Lot Size (does not include lot area under river water)	3.45 acres
Landscape Area (does not include any hardscape)	1.37 acres
Percentage of landscape area of gross lot	23.5%
Percentage of landscape area of net lot	39.9%
Code required minimum	10%



ROCKFALL MITIGATION BERM (LENGTH OF PROPERTY)
FOR ROCKFALL HAZARD ASSESSMENT
SEE GTL GEOTECHNICAL REPORT
AND DESIGN DETAIL

L.1 LANDSCAPE PLAN
1" = 30'-0"

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1001 Grand Ave, Suite 103
Glenwood Springs CO 81601

theSTEVENSgroup
Landscape Architecture
Land Planning
Construction Management
(970) 319-0699

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2025

Lot 1
Highway
PUD

7051 335 County
Rd New Castle
Colorado 81647

LAND USE SUBMISISON	1/17/2025
REVISION	7.11.25
REVISION	11.03.25

NOT FOR CONSTRUCTION

Sheet
L.1

DESIGN NOTES:

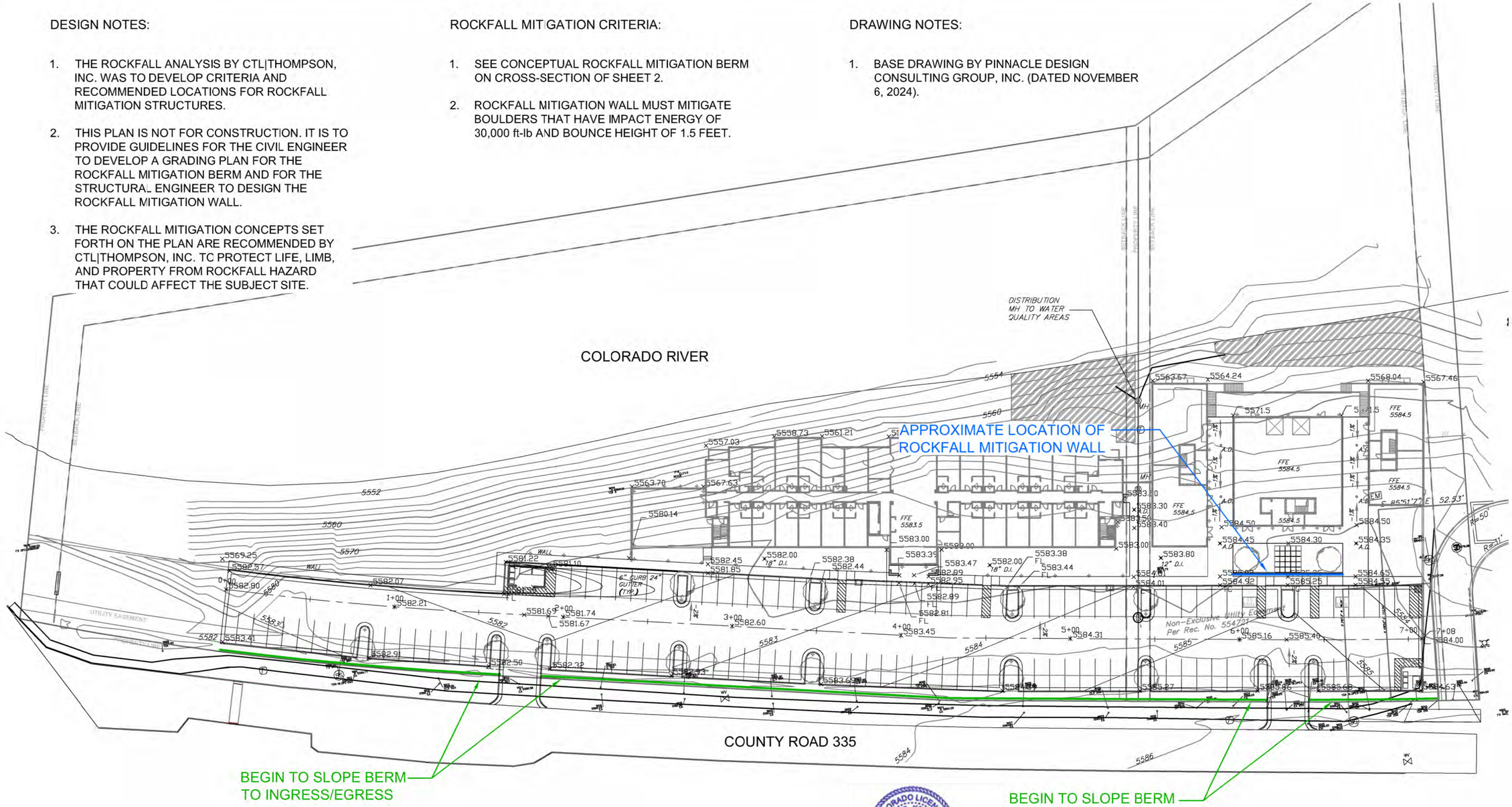
1. THE ROCKFALL ANALYSIS BY CTL|THOMPSON, INC. WAS TO DEVELOP CRITERIA AND RECOMMENDED LOCATIONS FOR ROCKFALL MITIGATION STRUCTURES.
2. THIS PLAN IS NOT FOR CONSTRUCTION. IT IS TO PROVIDE GUIDELINES FOR THE CIVIL ENGINEER TO DEVELOP A GRADING PLAN FOR THE ROCKFALL MITIGATION BERM AND FOR THE STRUCTURAL ENGINEER TO DESIGN THE ROCKFALL MITIGATION WALL.
3. THE ROCKFALL MITIGATION CONCEPTS SET FORTH ON THE PLAN ARE RECOMMENDED BY CTL|THOMPSON, INC. TC PROTECT LIFE, LIMB, AND PROPERTY FROM ROCKFALL HAZARD THAT COULD AFFECT THE SUBJECT SITE.

ROCKFALL MITIGATION CRITERIA:

1. SEE CONCEPTUAL ROCKFALL MITIGATION BERM ON CROSS-SECTION OF SHEET 2.
2. ROCKFALL MITIGATION WALL MUST MITIGATE BOULDERS THAT HAVE IMPACT ENERGY OF 30,000 ft-lb AND BOUNCE HEIGHT OF 1.5 FEET.

DRAWING NOTES:

1. BASE DRAWING BY PINNACLE DESIGN CONSULTING GROUP, INC. (DATED NOVEMBER 6, 2024).



LEGEND:

- APPROXIMATE CENTERLINE OF ROCKFALL MITIGATION BERM
- APPROXIMATE ALIGNMENT OF ROCKFALL MITIGATION WALL

COLORADO LICENSED JAMES D. KELLOGG 38296 PROFESSIONAL ENGINEER

FOR CIVIL ENGINEERING AND STRUCTURAL ENGINEERING USE

Graphic Scale
0 30 60 120
In Feet: 1" = 60'

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CTL | THOMPSON, INC.
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Glenwood Springs, CO 81601
P: 970-945-2809
F: 970-945-7411
www.ctlthompson.com

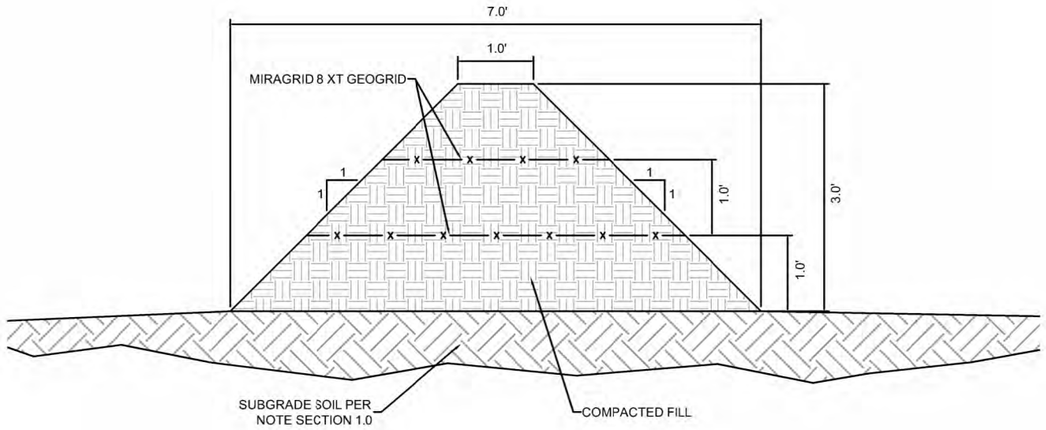
PROJECT LOCATION:
ROCKFALL MITIGATION BERM
LOT 1, RIVERSIDE PUD
NEW CASTLE, COLORADO

ROCKFALL BERM AND WALL ALIGNMENTS

NO.	DATE	REVISION/ISSUE
1	06/27/25	REVISION TO BERM GEOMETRY

CLIENT:
ASPEN BUILT
1101 VILLAGE RD. SUITE #L-1B
CARBONDALE, CO 81623
ATTENTION: ABDI PIRZADEH
Contact: (970) 618-3555

DESIGN/DRN	JDK
REVIEW	RRB
PROJECT	GS06837.000
DATE	06/27/2025
SCALE	PER PLAN
SHEET	S1
OF	S2



CONCEPTUAL ROCKFALL MITIGATION BERM SECTION

NOT TO SCALE

GENERAL NOTES FOR ROCKFALL MITIGATION BERM

1.0 SUBGRADE AND BERM MATERIALS

1.1 PRIOR TO CONSTRUCTION OF THE ROCKFALL MITIGATION BERM, THE CONTRACTOR SHALL CLEAR AND GRUB THE AREA BELOW THE BERM, REMOVING EXISTING FILL, TOPSOIL, ORGANICS, AND DELETERIOUS MATERIAL. UNSUITABLE SOILS SHALL BE OVER-EXCAVATED AND REPLACED WITH DENSELY COMPACTED FILL AS DIRECTED BY CTL|THOMPSON, INC.

1.2 SUBGRADE SOIL BELOW THE BASE OF THE BERM SHALL BE NATIVE UNDISTURBED SOIL OR DENSELY COMPACTED FILL. SUBGRADE SOILS BELOW THE BERM ALIGNMENT SHALL BE OBSERVED BY CTL|THOMPSON, INC. PRIOR TO PLACING FILL FOR BERM CONSTRUCTION TO CONFIRM THAT THE SOIL HAS BEEN PROPERLY PREPARED.

1.3 GEOGRID REINFORCEMENT SHALL BE MIRAGRID 8XT AND SHALL BE INSTALLED PER MANUFACTURER'S CONSTRUCTION GUIDELINES.

1.4 THE BERM SHOULD SHOULD BE ON-SITE CLAYEY SAND SOILS, FREE OF ROCKS LARGER THAN 6 INCHES, ORGANICS, AND DEBRIS. BERM FILL SHALL BE PLACED IN LOOSE LIFTS OF 8 INCHES THICK OR LESS, MOISTURE-TREATED TO WITHIN 2 PERCENT OF OPTIMUM MOISTURE CONTENT, AND COMPACTED TO AT LEAST 95 PERCENT OF STANDARD PROCTOR (ASTM D 698) MAXIMUM DRY DENSITY. CTL|THOMPSON, INC. SHOULD BE CALLED TO CHECK MOISTURE AND DENSITY OF FILL DURING PLACEMENT.

2.0 SPECIAL PROVISIONS

2.1 VERIFICATION OF MATERIAL SPECIFICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. DENSITY TESTS OF FILL SHALL BE PERFORMED AT INTERVALS DEEMED NECESSARY BY CTL|THOMPSON, INC. TEST LOCATIONS SHALL BE AT THE DISCRETION OF CTL|THOMPSON, INC.

2.2 THE CONTRACTOR SHALL VERIFY THE BERM LOCATION, ELEVATIONS, AND GEOMETRY AS WELL AS ANY EXISTING STRUCTURES OR UNDERGROUND FEATURES FRIOR TO EXCAVATION AND CONSTRUCTION.

3.0 DESIGN NOTES

3.1 THE ROCKFALL ANALYSIS BY CTL|THOMPSON, INC. WAS TO DEVELOP CRITERIA AND RECOMMENDED LOCATIONS FOR ROCKFALL MITIGATION STRUCTURES.

3.2 THIS PLAN IS NOT FOR CONSTRUCTION. IT IS TO PROVIDE GUIDELINES FOR THE CIVIL ENGINEER TO DEVELOP A GRADING PLAN FOR THE ROCKFALL MITIGATION BERM AND FOR THE STRUCTURAL ENGINEER TO DESIGN THE ROCKFALL MITIGATION WALL.

3.3 THE ROCKFALL MITIGATION CONCEPTS SET FORTH ON THIS PLAN ARE RECOMMENDED BY CTL|THOMPSON, INC. TO PROTECT LIFE, LIMB, AND PROPERTY FROM ROCKFALL HAZARD THAT COULD AFFECT THE SUBJECT SITE.

COLORADO LICENSED
JAMES D. KELLOGG
38298
PROFESSIONAL ENGINEER
P.E.

FOR CIVIL ENGINEERING AND STRUCTURAL ENGINEERING USE

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P: 970-945-2809
F: 970-945-7411
www.ctlthompson.com

PROJECT LOCATION:
ROCKFALL MITIGATION BERM
LOT 1, RIVERSIDE PUD
NEW CASTLE, COLORADO

BERM SECTION AND NOTES

NO.	DATE	REVISION/ISSUE
1	06/27/25	REVISION TO BERM GEOMETRY

CLIENT:
ASPEN BUILT
1101 VILLAGE RD. SUITE #LL-1B
CARBONDALE, CO 81623
ATTENTION: ABDI PIRZADEH
Contact: (970) 618-3555

DESIGN/DRK: JDK	SHEET: S2
REVIEW: RRB	
PROJECT #: GS06837.000	OF: S2
DATE: 06/27/2025	
SCALE: PER PLAN	

THESE PLANS ARE CONCEPTUAL IN NATURE. INDIVIDUAL BUILDING PLANS MAY VARY BUT WILL BE EVALUATED FOR COMPLIANCE WITH DESIGN STANDARDS CONTAINED WITHIN THE TOWN OF NEW CASTLE CODE OF ORDINANCES AT THE TIME OF SUBMITTING A BUILDING PERMIT APPLICATION.

SITE PLAN NOTES

1. VEHICLE IMPACT BOLLARDS TO PROTECT ALL INSTALLED EV CHARGING STATIONS
2. SECURITY LIGHTING SHALL BE PROVIDED IN ALL PARKING AREAS USED OR DESIGNED FOR USE DURING EVENING HOURS. THE LIGHTING SHALL NOT BE DIRECTED TOWARDS ANY ADJACENT RESIDENTIAL USES OR PUBLIC STREETS PER CHAPTER 17.76.110 OF NEW CASTLE MUNICODE

LANDSCAPED AREA REQUIREMENTS

17.60.090 LANDSCAPING
AT LEAST TEN (10) PERCENT OF THE TOTAL LAND AREA SHALL BE LANDSCAPED IN ACCORDANCE WITH A LANDSCAPING PLAN APPROVED BY THE TOWN COUNCIL

TOTAL LOT AREA 37,390.5 SF x 10%
TOTAL REQUIRED LANDSCAPED AREA: 3,739.05 SF
TOTAL PROPOSED LANDSCAPED AREA: 13,630.1 SF

SNOW STORAGE
A MINIMUM FUNCTIONAL AREA EQUALING FIFTEEN PERCENT (15%) OF THE PAVED AREA OF EACH LOT SHALL BE PROVIDED FOR SNOW STORAGE

PROPOSED PAVED AREA 37,390.5 x 15%
TOTAL REQUIRED SNOW STORAGE 5,608.6 SF
TOTAL PROPOSED SNOW STORAGE 5,608.6 SF

PARKING REQUIREMENTS

USE TYPE	REQUIREMENT	NUMBER OF SPACES
HOTEL	1 SPACE PER ROOM, PLUS 1 SPACE PER EVERY 2 EMPLOYEES	73
RESTAURANT 60 SEATS	1 SPACE PER 3 SEATS	20
RESIDENTIAL	2 SPACES PER BEDROOM	8
TOTAL REQUIRED PARKING SPACES		**101**
TOTAL PROPOSED PARKING SPACES		**109**
HANDICAP	MIN. 5 SPACES	5

EV REQUIREMENTS

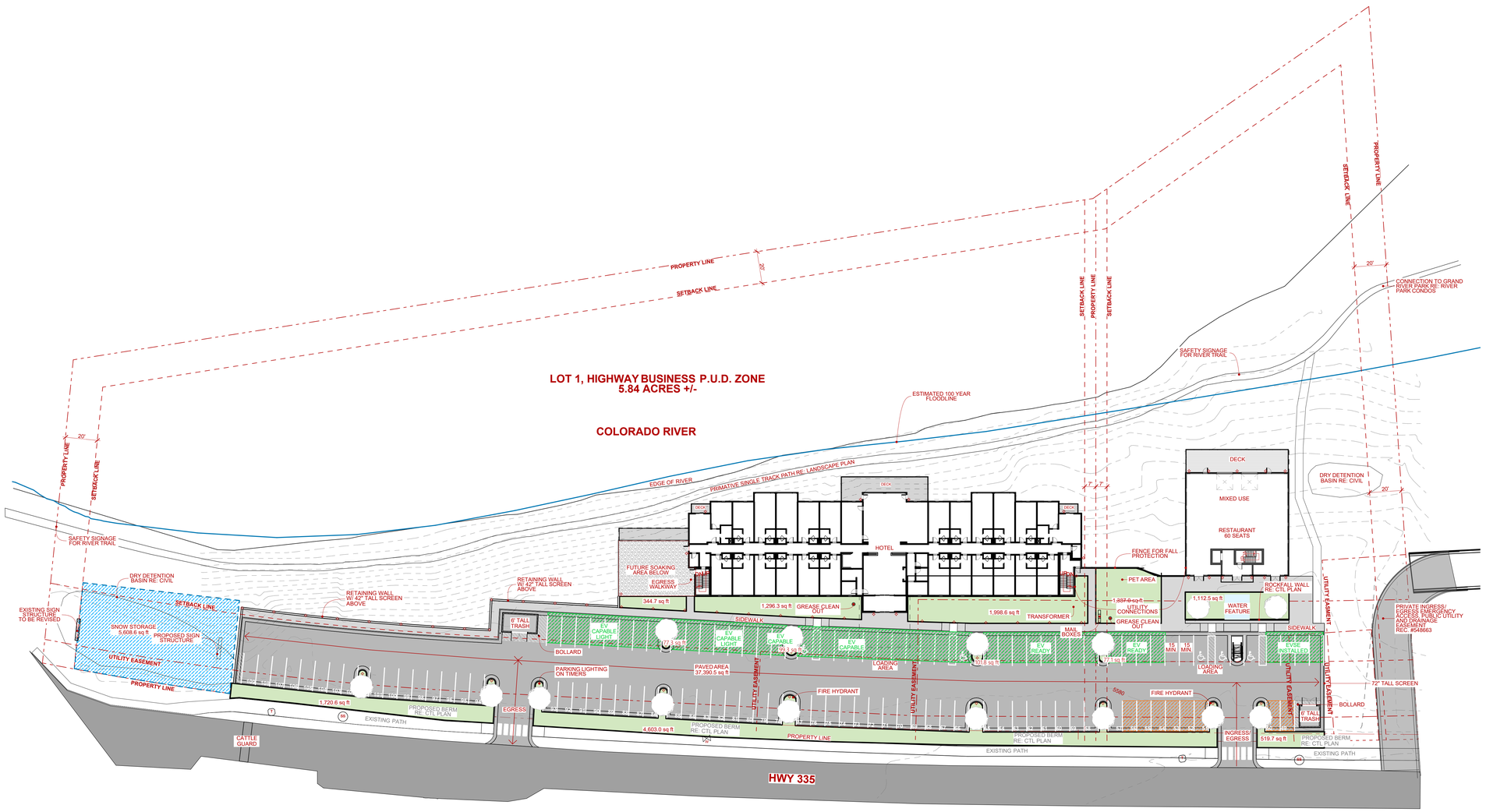
COMMERCIAL	105 TOTAL SPACES	REQUIRED	PROVIDED
EVSE INSTALLED	2% OF TOTAL	3 (2.1)	3
EV READY	8% OF TOTAL	9 (8.4)	9
EV CAPABLE	10% OF TOTAL	11 (10.5)	11
EV CAPABLE LIGHT	10% OF TOTAL	11 (10.5)	11

R-2	4 TOTAL SPACES	REQUIRED	PROVIDED
EVSE INSTALLED	5% OF TOTAL	1 (0.2)	1
EV READY	15% OF TOTAL	1 (0.6)	1
EV CAPABLE	10% OF TOTAL	1 (0.4)	1
EV CAPABLE LIGHT	30% OF TOTAL	2 (1.2)	2

TOTAL REQUIRED SPACES 39
TOTAL PROPOSED SPACES 43

GROSS AREA

	HOTEL	MIXED USE	OVERHANGS
LOWER LEVEL SF	16,146.2	4,204.7	2086.3
FIRST LEVEL SF	15,184.3	4,233.1	714.1
SECOND LEVEL SF	15,350.4	606.4	
BUILDING TOTALS	46,680.9	9,044.2	2,800.4
GRAND TOTAL SF	55,725.1		



Site Plan 1
SCALE 1" = 30'
0 30 60
N

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Lot 1 Highway PUD

7051 County Rd
335 New Castle
Colorado 81647

SITE LEGEND

- EXISTING GRADE
- PROPOSED GRADE
- PROPERTY LINE
- SETBACK LINE
- EASEMENT
- STREET
- SIDEWALK
- DRIVEWAY
- WATER FEATURE
- EV SPACES
- LANDSCAPED AREA
- RESIDENTIAL RESERVED SPACES
- WALL SCONCE
- STREET LAMP/ BOLLARDS

LAND USE SUBMISSION 10/30/2025

NOT FOR CONSTRUCTION

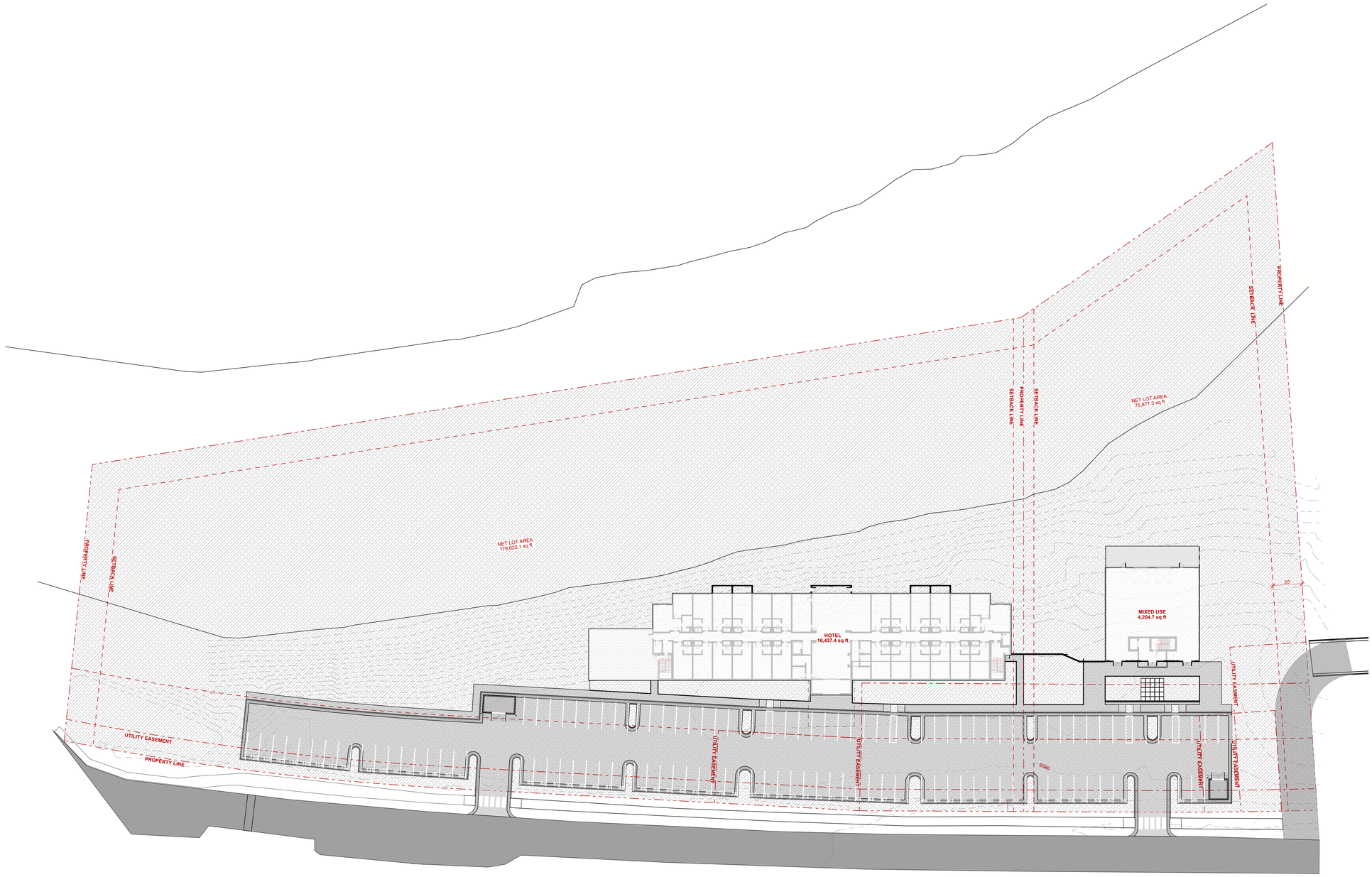
REFERENCE SITE PLAN 1:30

A0.04

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LOT COVERAGE MEANS THE TOTAL SQUARE FOOTAGE OF THE BUILDING FOOTPRINT OF THE PRINCIPAL AND ACCESSORY BUILDINGS (NOT INCLUDING STORAGE SHEDS) DIVIDED BY THE TOTAL SQUARE FOOTAGE OF THE LOT AND EXPRESSED AS A PERCENTAGE.

LOT COVERAGE	
HOTEL LOT AREA	178,622.1
HOTEL FOOTPRINT	16,437.4
HOTEL LOT SQ FT %	9.20%
MIXED USE LOT AREA	75,877.3
MIXED USE B FOOTPRINT	4,204.7
MIXED USE LOT SQ FT %	5.54%



Site Plan | Lot Coverage 1

SCALE: 1" = 30'

0 30' 60'

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Lot 1 Highway PUD

7051 County Rd
335 New Castle
Colorado 81647

LOT COVERAGE LEGEND

- LOT COVERAGE
- BUILDING FOOTPRINT

LAND USE SUBMISSION 10/30/2025

NOT FOR CONSTRUCTION

LOT COVERAGE

Z0.11

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CONCEPTUAL GROSS AREA (SECTION 202 OF 2015 IBC) :

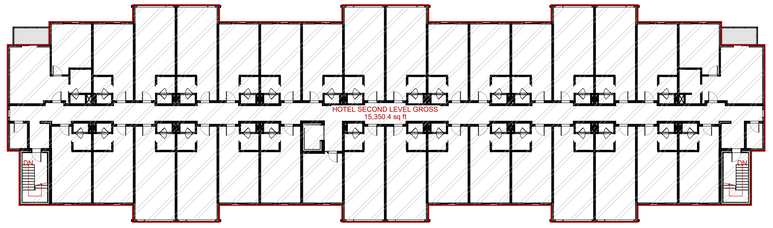
THE FLOOR AREA WITHIN THE INSIDE PERIMETER OF THE EXTERIOR WALLS OF THE BUILDING UNDER CONSIDERATION, EXCLUSIVE OF VENT SHAFTS AND COURTS, WITHOUT DEDUCTION OF CORRIDORS, STAIRWAYS, RAMPS, CLOSETS, THE THICKNESS OF INTERIOR WALLS, COLUMNS OR OTHER FEATURES.

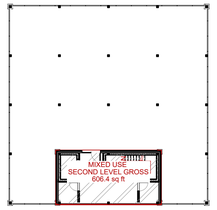
CONCEPTUAL GROSS LEASABLE AREA (SECTION 202 OF 2015 IBC) :

THE TOTAL FLOOR AREA DESIGNED FOR TENANT OCCUPANCY AND EXCLUSIVE USE. THE AREA OF TENANT OCCUPANCY IS MEASURED FROM THE CENTERLINES OF JOINT PARTITIONS TO THE OUTSIDE OF THE TENANT WALLS. ALL TENANT AREAS, INCLUDING AREAS USED FOR STORAGE, SHALL BE INCLUDED IN CALCULATING GROSS LEASABLE AREA.

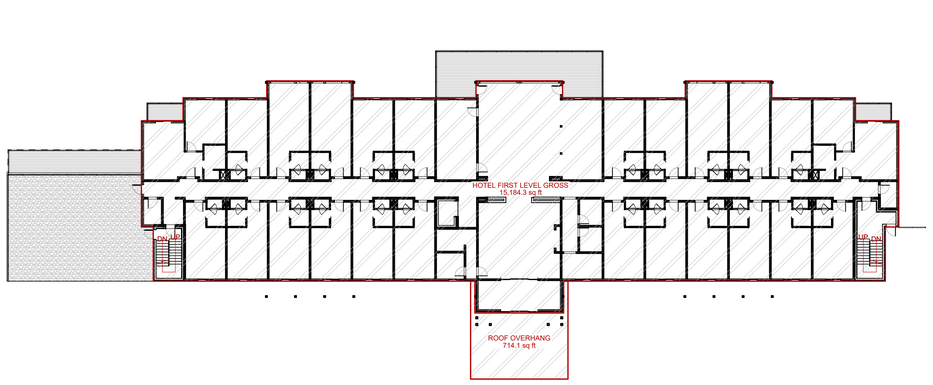
GROSS AREA

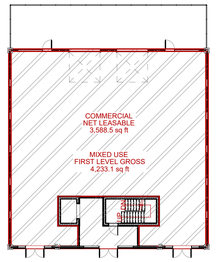
	HOTEL	MIXED USE	OVERHANGS
LOWER LEVEL SF	16,146.2	4,204.7	2086.3
FIRST LEVEL SF	15,184.3	4,233.1	714.1
SECOND LEVEL SF	15,350.4	606.4	
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GRAND TOTAL SF	55,725.1		



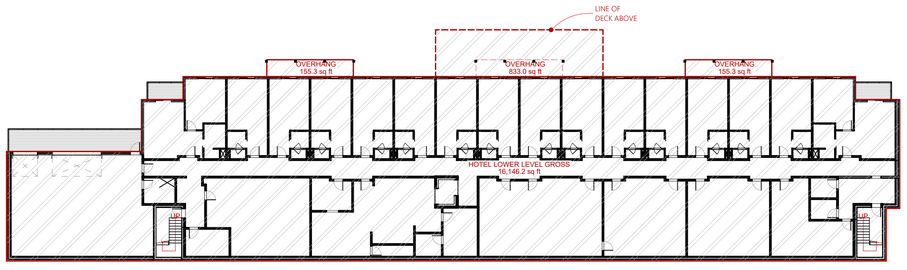


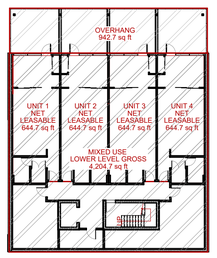
Gross Area | Second Level 3
SCALE: 1" = 20'
0 10' 20' 40'





Gross Area | First Level 2
SCALE: 1" = 20'
0 10' 20' 40'





Gross Area | Lower Level 1
SCALE: 1" = 20'
0 10' 20' 40'

N

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Lot 1 Highway PUD

7051 County Rd
335 New Castle
Colorado 81647

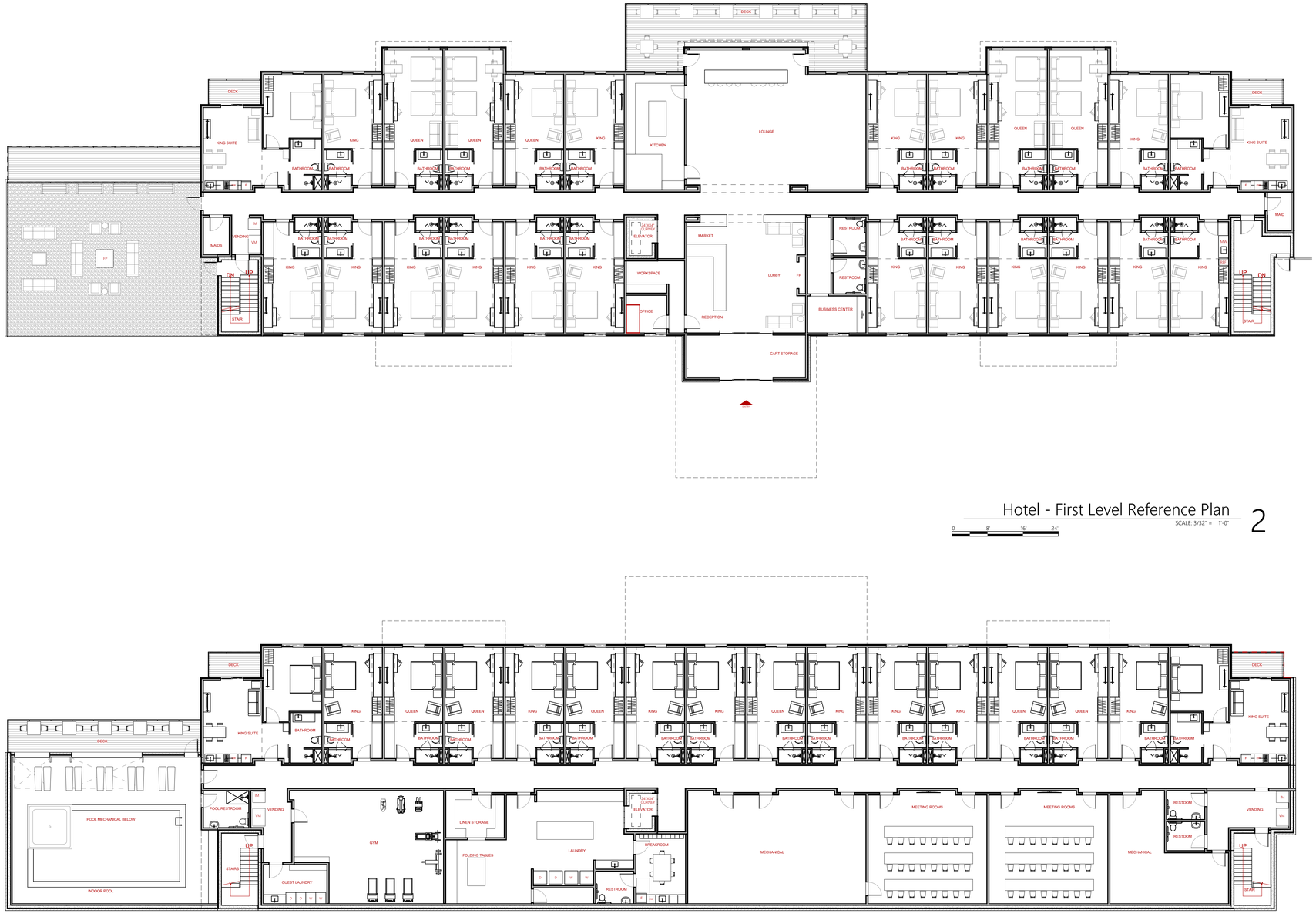
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GROSS AREA

Z0.12

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Hotel - First Level Reference Plan 2

SCALE: 3/32" = 1'-0"

0 8' 16' 24'

Hotel - Lower Level Reference Plan 1

SCALE: 3/32" = 1'-0"

0 8' 16' 24'

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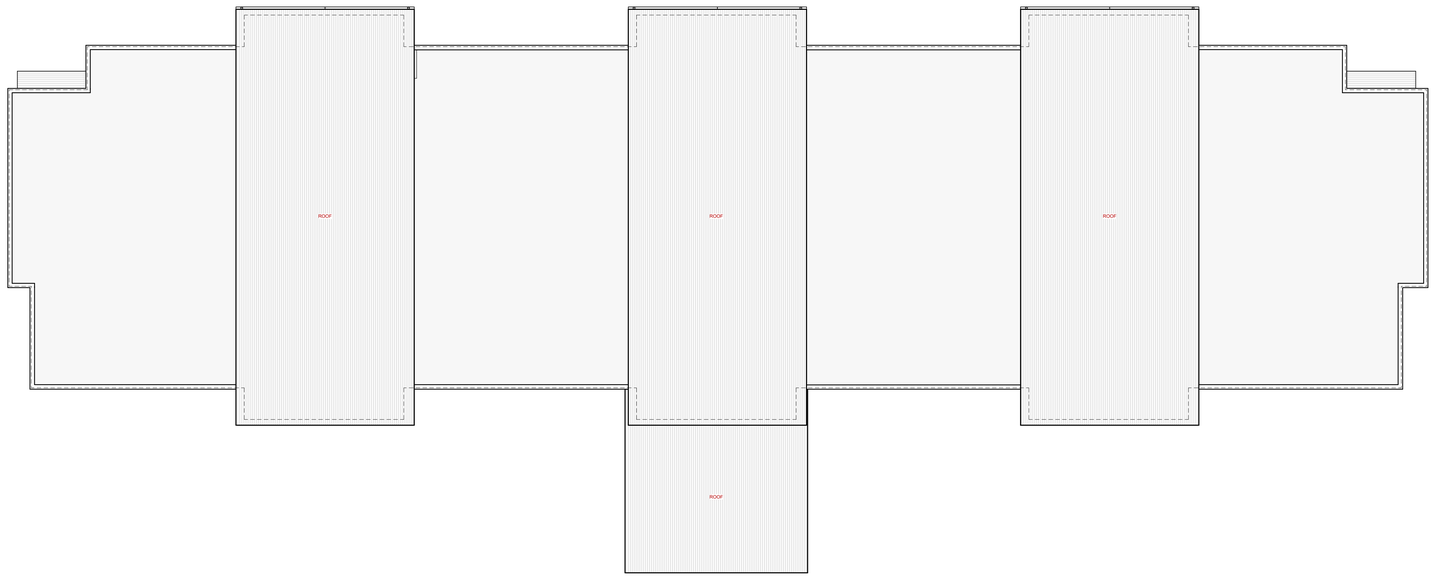
LAND USE SUBMISSION 10/30/2025

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HOTEL - REFERENCE PLANS

A1.01

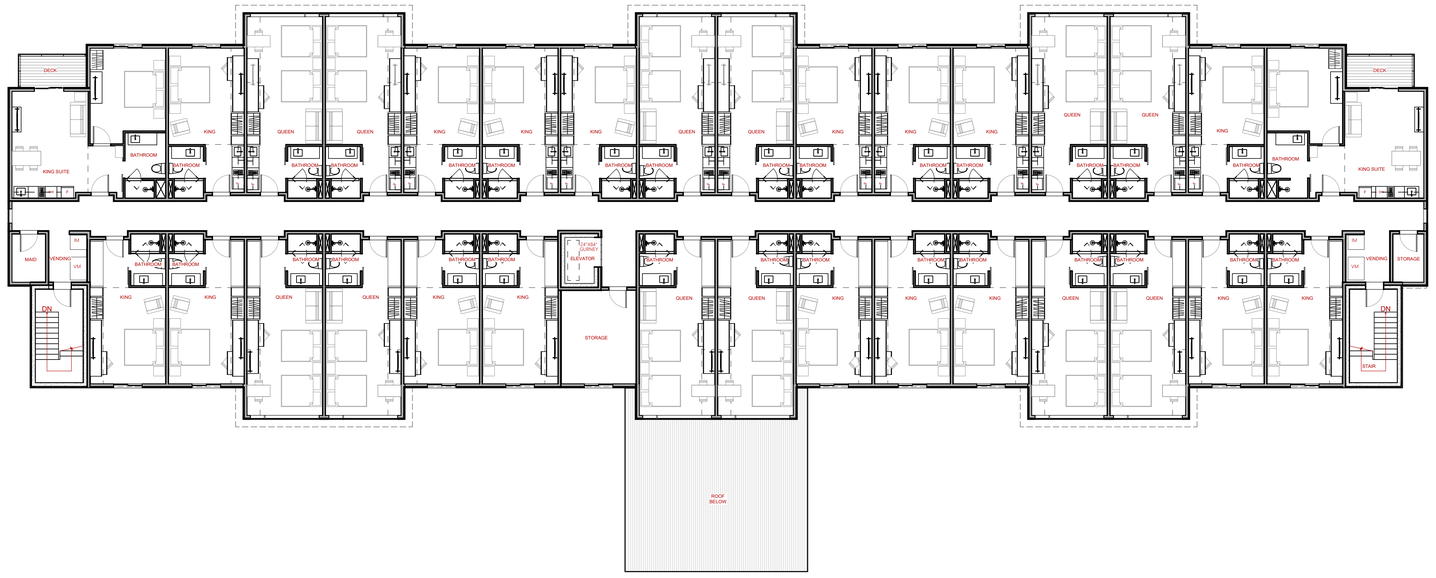
THESE PLANS ARE CONCEPTUAL IN NATURE. INDIVIDUAL BUILDING PLANS MAY VARY BUT WILL BE EVALUATED FOR COMPLIANCE WITH DESIGN STANDARDS CONTAINED WITHIN THE TOWN OF NEW CASTLE CODE OF ORDINANCES AT THE TIME OF SUBMITTING A BUILDING PERMIT APPLICATION.



Hotel - Roof Level Reference Plan 2

SCALE: 3/32" = 1'-0"

0 8' 16' 24'



Hotel - Second Level Reference Plan 1

SCALE: 3/32" = 1'-0"

0 8' 16' 24'

N

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Lot 1 Highway PUD

7051 County Rd
335 New Castle
Colorado 81647

LAND USE SUBMISSION 10/30/2025

NOT FOR CONSTRUCTION

HOTEL - REFERENCE PLANS

A1.02

THESE PLANS ARE CONCEPTUAL IN NATURE. INDIVIDUAL BUILDING PLANS MAY VARY BUT WILL BE EVALUATED FOR COMPLIANCE WITH DESIGN STANDARDS CONTAINED WITHIN THE TOWN OF NEW CASTLE CODE OF ORDINANCES AT THE TIME OF SUBMITTING A BUILDING PERMIT APPLICATION.

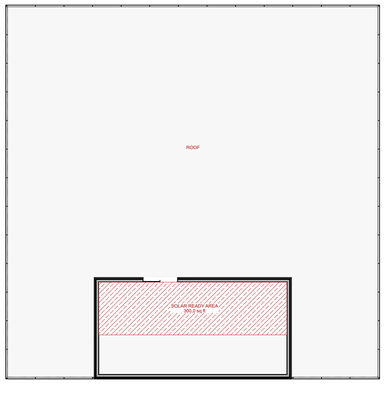
RESIDENTIAL SQUARE FOOTAGES
ONE BEDROOM UNITS: 645 SF

RED

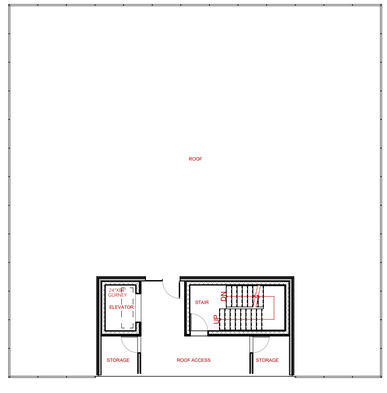
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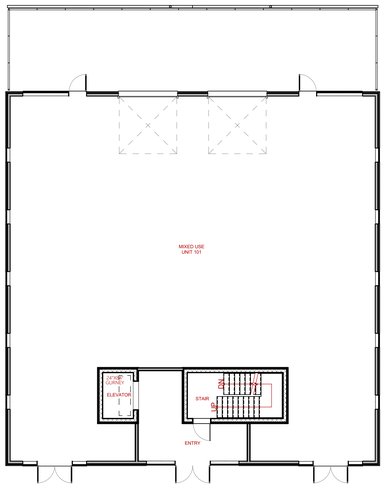
2025



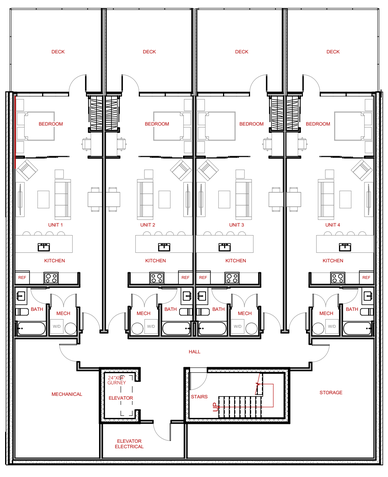
Roof Reference Plan 4
SCALE: 3/32" = 1'-0"
0 8' 16' 24'



Second Level Reference Plan 3
SCALE: 3/32" = 1'-0"
0 8' 16' 24'



First Level Reference Plan 2
SCALE: 3/32" = 1'-0"
0 8' 16' 24'



Lower Level Reference Plan 1
SCALE: 3/32" = 1'-0"
0 8' 16' 24'

N

LAND USE SUBMISSION 10/30/2025

NOT FOR CONSTRUCTION

MIXED USE - Reference Plan

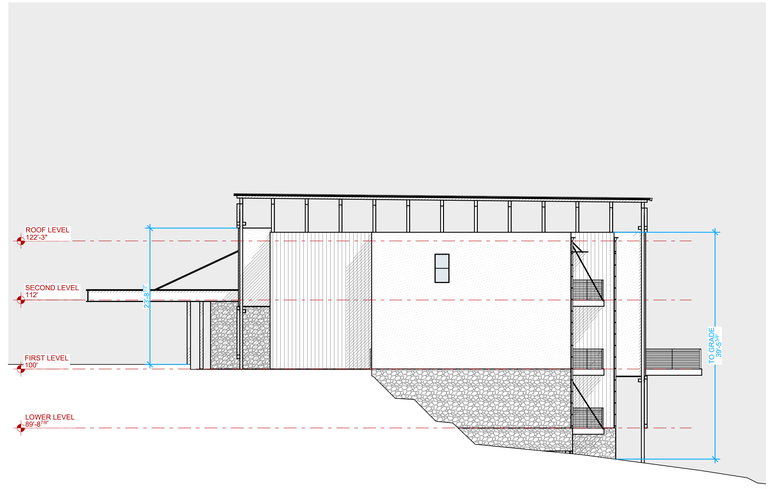
A1.20

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BUILDING HEIGHT. THE VERTICAL DISTANCE MEASURED FROM THE LOWEST POINT OF THE NATURAL GRADE ON THE LOT WITHIN TWENTY-FIVE (25) FEET OF THE TALLEST SIDE OF THE BUILDING TO THE UPPERMOST POINT OF THE ROOF OF THE BUILDING; PROVIDED, HOWEVER, THAT IF THE LOT UPON WHICH A BUILDING IS TO BE BUILT HAS A SLOPE GREATER THAN FIFTEEN (15) PERCENT, BUILDING HEIGHT SHALL BE DEFINED AS THE VERTICAL DISTANCE MEASURED FROM THE AVERAGE EXISTING GRADE WITHIN THE BUILDING SETBACK ENVELOPE TO THE UPPERMOST POINT OF THE ROOF OF THE BUILDING.

HOTEL LOT:
5,552' + 5,552' + 5,580' + 5,581' / 4 = **5,566'-3"**

MIXED USE LOT:
5,554' + 5,554' + 5,581' + 5,579' / 4 = **5,567'**



East Reference Elevation 2

SCALE: 3/32" = 1'-0"



North Reference Elevation 1

SCALE: 3/32" = 1'-0"

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2025

Lot 1 Highway PUD

7051 County Rd
335 New Castle
Colorado 81647

ELEVATION MATERIAL

- STONE SIDING
- VERTICAL METAL SIDING
- STUCCO
- CORRUGATED METAL SIDING
- WOOD TIMBERS AND TRIM
- METAL TBD

LAND USE SUBMISSION 10/30/2025

NOT FOR CONSTRUCTION

HOTEL - Reference Elevations

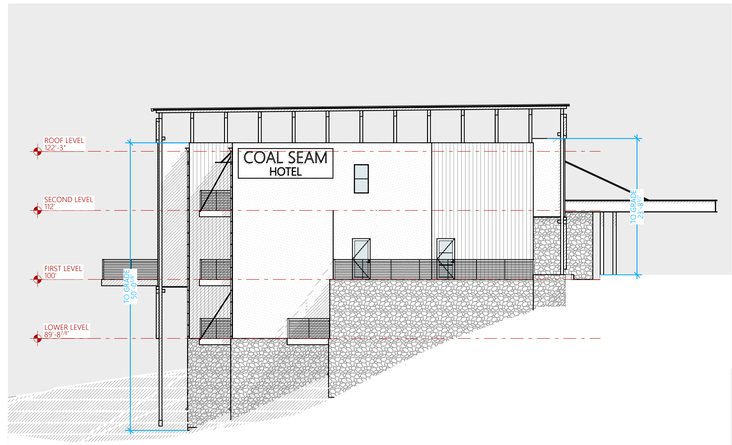
A2.01

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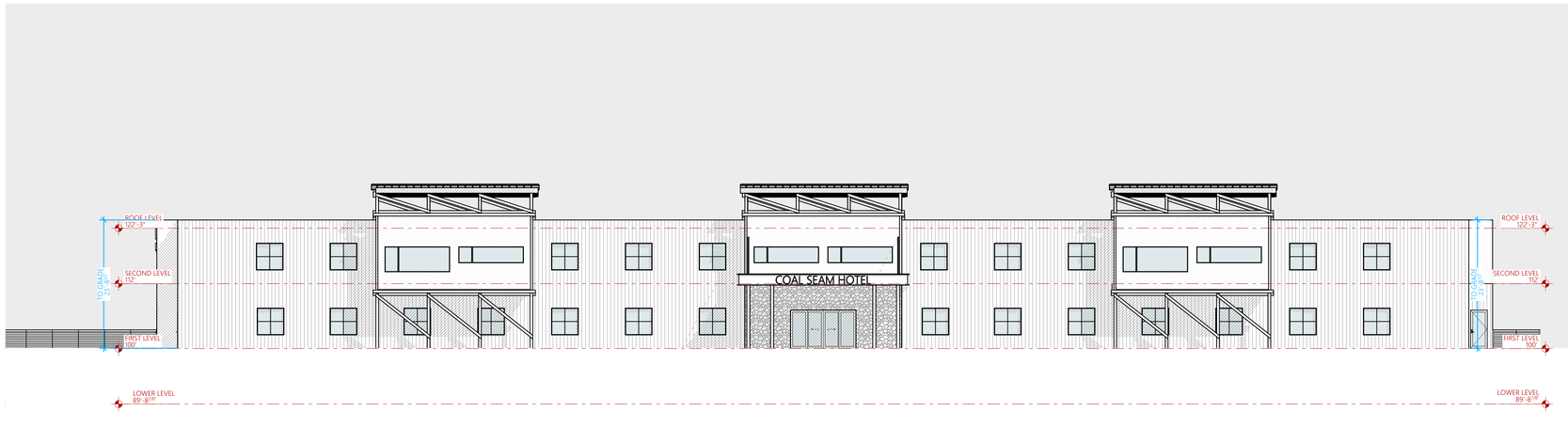
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West Reference Elevation 2
SCALE: 3/32" = 1'-0"
0 8' 16' 24'



South Reference Elevation 1
SCALE: 3/32" = 1'-0"
0 8' 16' 24'

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Lot 1 Highway PUD

7051 County Rd
335 New Castle
Colorado 81647

ELEVATION MATERIAL

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LAND USE SUBMISSION 10/30/2025

NOT FOR CONSTRUCTION

HOTEL - Reference Elevations

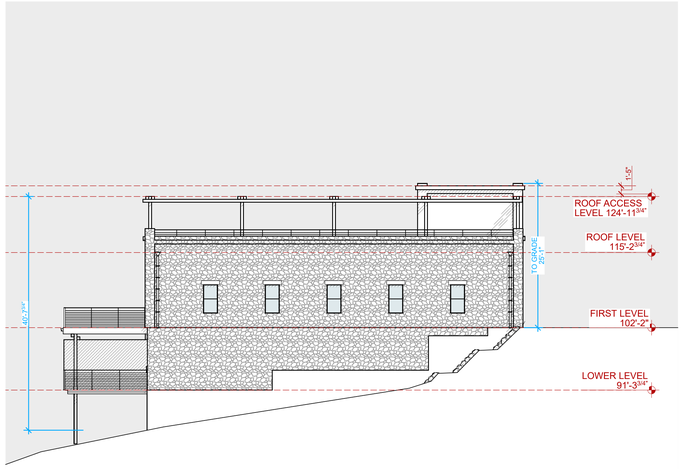
A2.02

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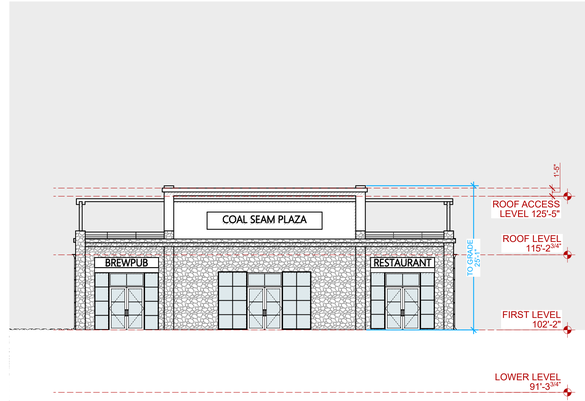
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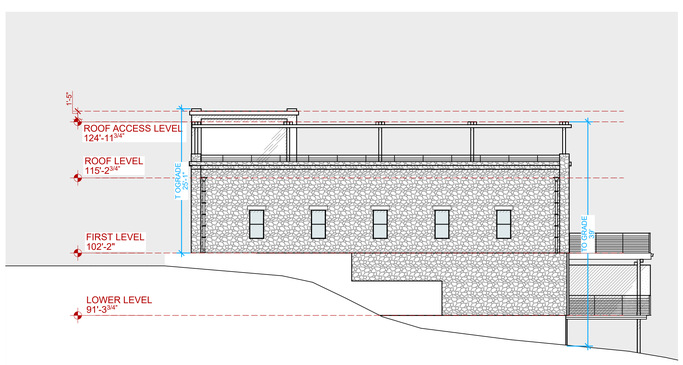
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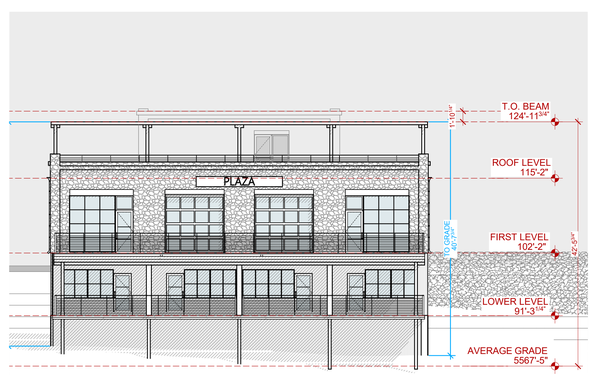
West Reference Elevation 4
SCALE: 3/32" = 1'-0"
0 8' 16' 24'



South Reference Elevation 3
SCALE: 3/32" = 1'-0"
0 8' 16' 24'



East Reference Elevation 2
SCALE: 3/32" = 1'-0"
0 8' 16' 24'



North Reference Elevation 1
SCALE: 3/32" = 1'-0"
0 8' 16' 24'

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2025

Lot 1 Highway PUD

7051 County Rd
335 New Castle
Colorado 81647

ELEVATION MATERIAL

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LAND USE SUBMISSION 10/30/2025

NOT FOR CONSTRUCTION

MIXED USE - Reference Elevations

A2.11

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CONCEPTUAL WALL SIGN (17.18.110 NEW CASTLE MUNICODE) :
A WALL SIGN IS ANY SIGN PAINTED ON, INCORPORATED IN OR AFFIXED TO THE BUILDING WALL, OR ANY SIGN CONSISTING OF CUT-OUT LETTERS OR DEVICES AFFIXED TO THE BUILDING WALL WITH NO BACKGROUND DEFINED ON THE BUILDING WALL. NO PART OF A WALL SIGN SHALL BE LOCATED MORE THAN 25' ABOVE GRADE LEVEL NOR SHALL IT EXTEND ABOVE THE BUILDING EAVE. WALL SIGNS SHALL IDENTIFY THE INDIVIDUAL BUSINESS, BUILDING OR BUILDING COMPLEX BY NAME OR TRADEMARK ONLY THE SUM OF ALL WALL SIGNS ON A GIVEN WALL SHALL NOT EXCEED 5% OF THE WALL AREA

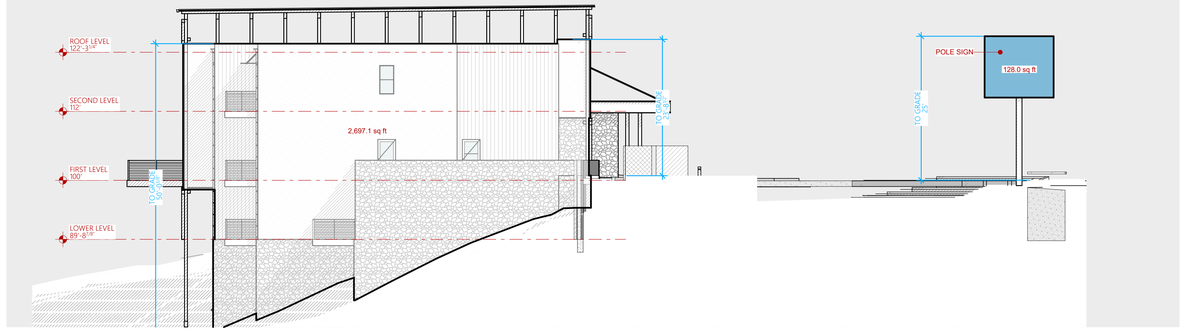
POLE SIGN (17.18.110 NEW CASTLE MUNICODE) :
A FREESTANDING SIGN WHICH IS A SIGN SUPPORTED BY ONE (1) OR MORE COLUMNS, UPRIGHTS, POLES OR BRACES EXTENDED FROM THE GROUND, OR WHICH IS ERECTED ON THE GROUND AND SHALL ALSO INCLUDE A MONUMENT SIGN AND POLE SIGNS BUT DOES NOT INCLUDE A SIGN ATTACHED TO A STURCTURE. POSTS SHALL NOT HAVE A DIAMETER GREATER THAN TWELVE (12) INCHES. POLE BASES SHALL BE PROTECTED BY CONCRETE OR A SIMILAR STURDY STRUCTURE TO PREVENT DAMAGE.
POLES SIGNS HAVE A MAXIMUM HEIGHT OF 25' AND THE SIZE IS LIMITED TO 128 SQ.FT
NO FREESTANDING SIGN IN ANY ZONING/SIGN DISTRICT CAN BE ERECTED CLOSER THAN 8' FROM ANY CURBLINE, NOR CLOSER THAN 4' TO ANY BUILDING.

MONUMENT SIGN (17.18.110 NEW CASTLE MUNICODE) :
A MONUMENT SIGN IS A GROUND SIGN PERMANENTLY AFFIXED TO THE GROUND AT ITS BASE, SUPOPORTED ENTIRELY BY A CONTINUOUS BASE STRUCTURE, AND NOT MOUNTED ON A POLE OR SYSTEM OF POLES. MONUMENT SIGNS HAVE A MAXIMUM HEIGHT OF 6' AND THE SIZE IS LIMITED TO 120 SQ.FT WITH A MINIMUM HORIZONTAL DISTANCE BETWEEN SIGNS ON THE SAME PROPERTY AS 75'.

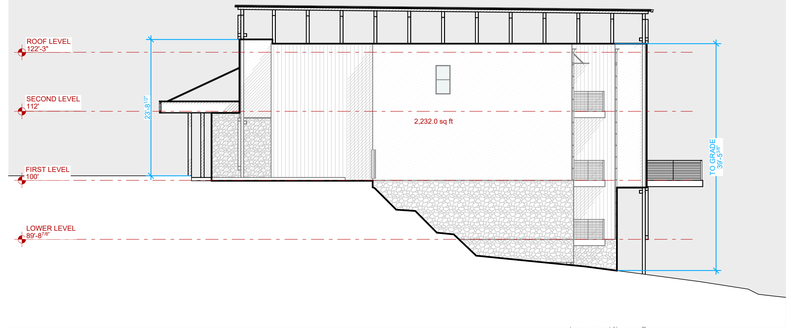
CANOPY SIGN (17.18.110 NEW CASTLE MUNICODE) :
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South Elevation Signage 4
SCALE: 3/32" = 1'-0"



West Elevation Signage 3
SCALE: 3/32" = 1'-0"



East Elevation Signage 2
SCALE: 3/32" = 1'-0"



North Elevation Signage 1
SCALE: 3/32" = 1'-0"

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Lot 1 Highway PUD

7051 County Rd
335 New Castle
Colorado 81647

LAND USE SUBMISSION 10/30/2025

NOT FOR CONSTRUCTION

HOTEL SIGNAGE

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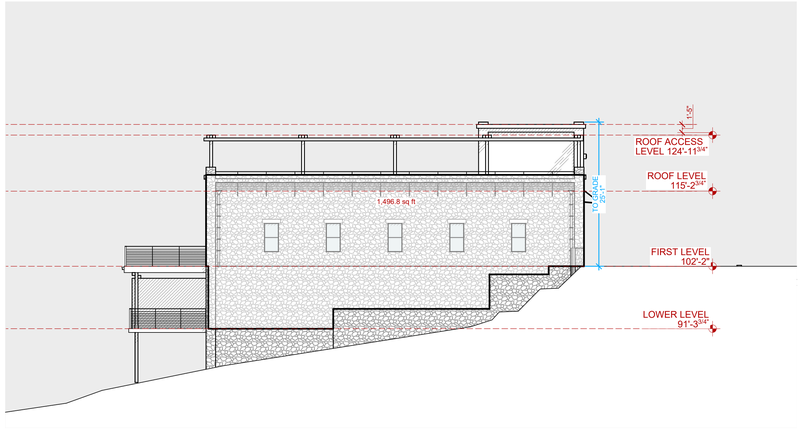
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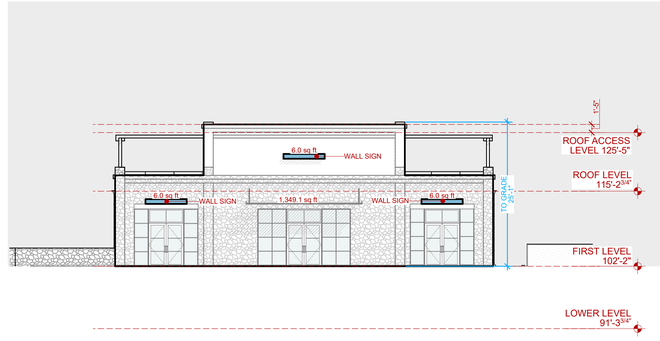
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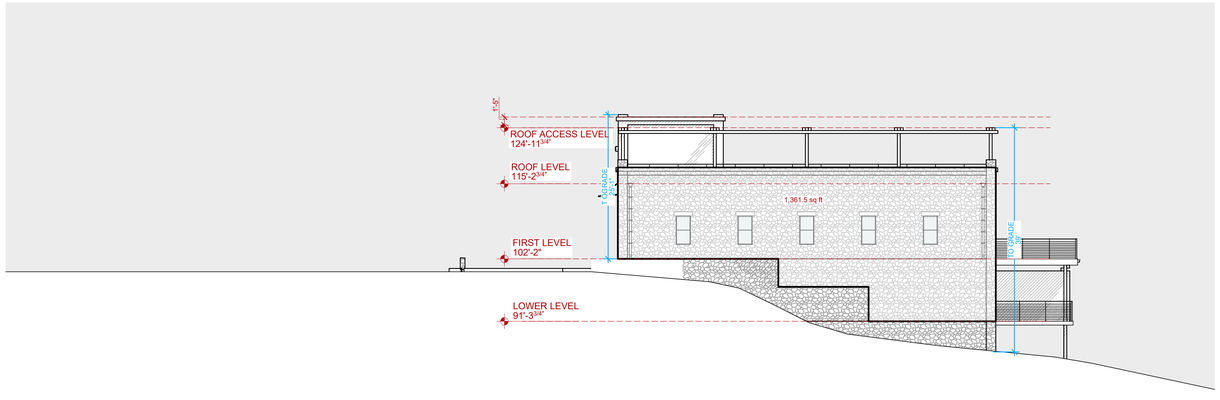
SIGNAGE SQUARE FOOTAGE CALCULATIONS			
MIXED USE			
NORTH ELEVATION	2,233.1	26.3	1.18%
EAST ELEVATION	1,361.5	0.0	0.00%
SOUTH ELEVATION	1,349.1	60.0	4.45%
WEST ELEVATION	1,496.8	0.0	0.00%



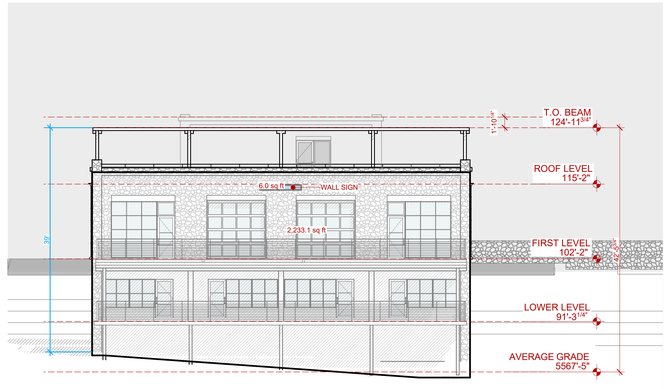
West Elevation Signage 4
SCALE: 3/32" = 1'-0"
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South Elevation Signage 3
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2026

Lot 1 Highway PUD

7051 County Rd
335 New Castle
Colorado 81647

LAND USE SUBMISSION 10/30/2025

NOT FOR CONSTRUCTION

MIXED USE SIGNAGE


COAL SEAM HOTEL


COAL SEAM
HOTEL




COAL SEAM
HOTEL


COAL SEAM PLAZA


COAL SEAM PLAZA


COAL SEAM PLAZA
COAL SEAM PLAZA


COAL SEAM PLAZA
COAL SEAM PLAZA



RED

EXHIBIT N

Drawing Package

Plat (Pinnacle Design Consulting Group)
Survey (Tuttle Surveying Services, Inc.)
Floodplain Maps (Schmueser Gordan Meye Engineers & Surveyors)
Civil Plans (Pinnacle Design Consulting Group)
Civil Drainage Report (Pinnacle Design Consulting Group)
Landscape and Irrigation Plan (The Stevens Group, Inc.)
Rockfall Mitigation Plan (CTL Thompson)
Architectural Site Plan (RED Room Design, LLC)
Architectural Lot Coverage (RED Room Design, LLC)
Architectural Gross Area (RED Room Design, LLC)
Architectural Floor Plans (RED Room Design, LLC)
Architectural Elevations (RED Room Design, LLC)
Architectural Signage (RED Room Design, LLC)
Architectural 3D Renderings (RED Room Design, LLC)
Structural Retaining Wall Plan (BWR)

SHEET GENERAL NOTES

1. Contractor shall verify all dimensions and jobsite conditions before commencing work and shall coordinate any discrepancies with the Engineer.
2. Contractor shall review and verify all dimensions shown on Structural drawings with those shown on Architectural and Civil drawings. Contractor shall notify the Architect of any discrepancies between the drawings and receive written clarifications of discrepancies before proceeding with construction.
3. Use written dimensions. Do not use scaled dimensions. Where no dimension is provided, consult the Engineer for clarification before proceeding with the work.
4. The Contractor is responsible for implementing jobsite safety and construction procedures in accordance with national, state, and local safety requirements. The design, adequacy, and safety of erection bracing, shoring, temporary supports, et cetera, is the sole responsibility of the Contractor and has not been considered by the Engineer. The Contractor is responsible for the coordination of any penetration or use of structure for conduit, raceway, or non-structural items with the Engineer prior to the installation of the non-structural items.
5. General notes shall not substitute for specifications. Conflicts between the two shall be brought to the Engineer's attention, or the stricter criteria shall be used.
6. The Contractor will pay the Engineer for time and expense required to review, design, and coordinate items that were constructed not in conformance with these drawings.
7. The Contractor is responsible for locating and the protection of all existing utilities and adjacent structures throughout all phases of construction.

DESIGN CRITERIA

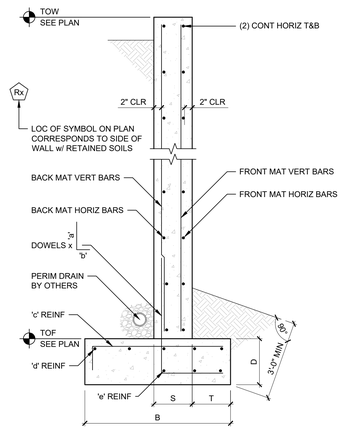
1. CODE: 2021 International Building Code (IBC).
2. DESIGN LOADS:
   - LIVE LOADS:
     - SURCHARGE = 250 PSF
     - VEHICLE IMPACT = 6,000 LB 27" above parking pavement
   - LATERAL LOADS:
     - WIND 90 MPH (3 Second Gust), Exposure C
     - SEISMIC Site Class D, Risk Category II, I = 1.0
       Ss = 0.382 g, S1 = 0.082 g, Sds = 0.381 g, Sd1 = 0.130 g

FOUNDATION

1. Recommendations for foundation type and design criteria were provided by the geotechnical report "Subsoil Study For Foundation Design Proposed Riverside Park Townhome Development," dated August 9, 1999, by Hepworth-Pawlak Geotechnical, Inc., a separate consultant to the Owner. Contractor shall read and be familiar with all aspects and requirements for site and foundation sub-grade preparation. Unless noted otherwise, the geotechnical report shall be considered part of the construction documents and shall be followed.
2. Design Parameters:
   Maximum Allowable Bearing Capacity = 2,000 psf
   Active Lateral Soil Pressure = 45 pcf
   Passive Soil Pressure = 300 pcf ultimate
   Coefficient of Friction = 0.35 ultimate
3. The retaining walls are supported on spread footings bearing on competent subgrade. The bottom of all footings to bear 36" minimum below finished grade.
4. The bottom of all footings shall bear on solid native, inorganic, undisturbed soil or approved compacted fill per the geotechnical report.
5. A Geotechnical Engineer shall perform an open excavation inspection prior to placing foundations to ensure the bearing capacity is satisfactory.
6. No concrete shall be placed on frozen soil or in excavation containing water.
7. No concrete shall be placed in footings or foundation wall without 48 hours notification to allow Engineer to observe the reinforcement if deemed necessary.
8. The design and erection of all shoring, sheeting, soil stability, and dewatering is the sole responsibility of the Contractor. The Contractor shall hire a licensed Engineer to design all shoring and sheeting.
9. Utility and plumbing lines shall not go through or beneath the foundation unless indicated otherwise.

CAST-IN-PLACE CONCRETE

1. Concrete properties shall be determined from designated Exposure Category F Class F3 as described in Section 19.3.1 of the latest edition of ACI 318 unless noted otherwise.
   a. Minimum Compressive Strength: f'c = 5,000 psi at 28 days, normal weight.
   b. Maximum water/cement ratio limit (w/cm): 0.40
   c. Air Entrainment with 3/4" aggregate size where exposed to freeze/thaw = 6% +/- 1.5%
2. Concrete shall be ready-mixed in accordance with ASTM C94. Portland cement shall conform to ASTM C150, Type I or II. Normalweight aggregate shall conform to ASTM C33.
3. Calcium Chloride shall not be added to concrete.
4. Material, mixing, placement, and workmanship shall be in accordance with the requirements of the latest edition of the "Building Code Requirements for Reinforced Concrete" (ACI 318) and Section 1905 of the IBC. Each proposed concrete mix shall include test data.
5. Concrete Placement: Cold weather is defined by ACI 306 as "The air temperature has fallen to, or is expected to fall below, 40°F," when cold weather conditions exist, place concrete complying with ACI 306. Hot weather is defined by ACI 305 as "any combination of high air temperature, low relative humidity, and wind velocity tending to impair the quality of fresh or hardened concrete or otherwise resulting in abnormal properties;" when hot weather conditions exist, place concrete complying with ACI 305.
6. Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed on at least one composite sample for each 100 cubic yard or fraction thereof of each concrete mixture placed each day. Cast and laboratory- and/or field cure at least two sets of two standard cylinder specimens for each composite sample according to ASTM C 31/C 31M. Test one set of two specimens at 7 days and one set of two specimens at 28 days according to ASTM C 39/C 39M. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
7. All Detailing, Fabrication, and Erection of reinforcing shall conform to latest edition of ACI "Manual of Standard Practice for Detailing Reinforced Concrete Structures" (ACI 315) and the current "Building Code Requirements for Reinforced Concrete" (ACI 318).
8. Reinforcing Steel:
   ASTM A615: Grade 40 for #3, Grade 60 for #4 and larger.
9. The following minimum concrete cover shall be provided for reinforcement per ACI 318.
   Concrete cast against and permanently exposed to earth: 3"
   Concrete cast against forms and exposed to earth or weather
   #6 through #18 bars: 2"
   #5 bar and smaller: 1-1/2"
10. Unless noted otherwise, lap splices in concrete shall be class "B" tension lap splices (2'-0" minimum) per the latest edition of ACI 318. Stagger alternate splices a minimum of one lap length. Extend all horizontal reinforcing continuous around corners and intersections or provide bent corner bars to match and lap with horizontal bars at corners and intersections of footings and walls.
11. Provide bar supports and spacers to support all reinforcement in proper locations and wire adequately at intersections to hold bars firmly in position while concrete is placed. Bar supports and spacers which rest on exposed surfaces shall be hot dipped-galvanized or epoxy-coated.
12. Welding of reinforcement is not permitted unless specifically noted or approved in writing by the Engineer.
13. Isolation Joint Material shall be 1/2" thick full height of joint, unless noted otherwise.



TYP RETAINING WALL SECTION

RETAINING WALL SCHEDULE

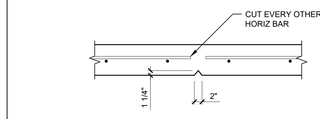
PLAN MARK	FRONT MAT		BACK MAT	
	HORIZ BARS	VERT BARS	HORIZ BARS	VERT BARS
R1	#5 @ 18" OC	#5 @ 12" OC	#5 @ 18" OC	(2) #7" @ 12" OC
R2	#5 @ 18" OC	#5 @ 12" OC	#5 @ 18" OC	(2) #5" @ 12" OC
R3	#5 @ 18" OC	#5 @ 16" OC	#5 @ 18" OC	#5 @ 16" OC
R4	-	-	#5 @ 18" OC	(2) #5" @ 18" OC
R5	-	-	#5 @ 18" OC	(2) #5" @ 16" OC

PLAN MARK	DOWELS			WALL/FOOTING DIMENSIONS			
	SIZE & SPACING	DIM 'a'	DIM 'b'	DIM 'B'	DIM 'S'	DIM 'T'	DIM 'D'
R1	#5 @ 12" OC	96"	38"	16'-0"	1'-0"	2'-5"	3'-0"
R2	#5 @ 12" OC	62"	24"	12'-6"	1'-0"	1'-4"	1'-4"
R3	#5 @ 16" OC	62"	20"	10'-0"	1'-0"	1'-0"	1'-4"
R4	#5 @ 18" OC	62"	8"	10'-0"	8"	4"	1'-4"
R5	#5 @ 16" OC	62"	8"	11'-0"	8"	1'-0"	1'-4"

PLAN MARK	FOOTING REINF		
	'c' REINFORCING	'd' REINFORCING	'e' REINFORCING
R1	(2) #9" @ 12" OC	(16) #7 CONT	(4) #7 CONT
R2	(2) #9" @ 12" OC	(11) #5 CONT	(3) #5 CONT
R3	#5 @ 16" OC	(9) #5 CONT	(2) #5 CONT
R4	(2) #5" @ 18" OC	(9) #5 CONT	(2) #5 CONT
R5	(2) #9" @ 16" OC	(9) #5 CONT	(3) #5 CONT

NOTES:
1. SEE PLAN FOR RETAINING WALL LOCATIONS, NOTED AS Rx.
2. BARS SHALL BE BUNDLED IN CONTACT SIDE-BY-SIDE IN DIRECTION PARALLEL TO FACE OF WALL.

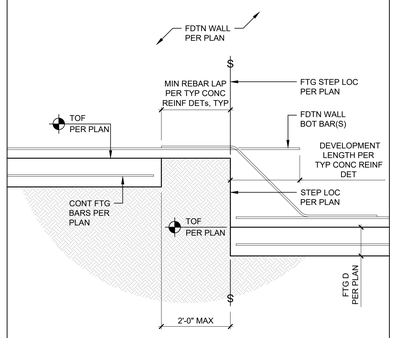
TYP RETAINING WALL DETAILS



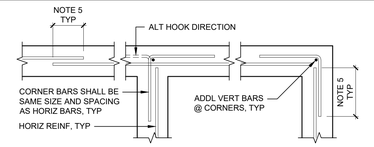
PLAN VIEW

NOTES:
1. INSTALL CONTROL JOINTS AT 3x WALL HEIGHT ON CENTER HORIZONTAL SPACING (20'-0" OC MAX).
2. JOINT LOCATION TO BE APPROVED BY ARCH.
3. EXTEND CONTROL JOINT OVER TOP SURFACE AND DOWN BACK SIDE WHERE EXPOSED TO VIEW.

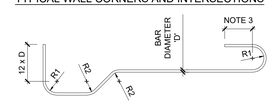
TYP VERT CONTROL JNT IN CONC WALL



TYPICAL FOOTING STEP



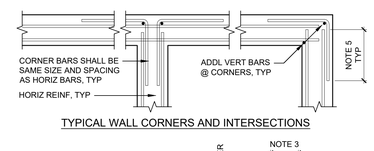
TYPICAL WALL CORNERS AND INTERSECTIONS



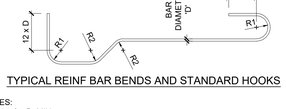
TYPICAL REINF BAR BENDS AND STANDARD HOOKS

NOTES:
1. R1 = 6 x D, MIN.
2. R2 = 4 x D, MIN.
3. GREATER OF 4 x D AND 2 1/2", MIN.
4. MINIMUM DEVELOPMENT LENGTH SHALL BE 55 x D FOR STRAIGHT BARS AND 22 x D FOR HOOKED BARS.
5. LAP SPLICE LENGTHS SHALL BE 45 x D FOR #3 THROUGH #6 BARS AND 71 x D FOR #7 BARS AND LARGER, BUT NO LESS THAN 24".

TYPICAL CONCRETE REINF DETAILS
SINGLE MAT



TYPICAL WALL CORNERS AND INTERSECTIONS



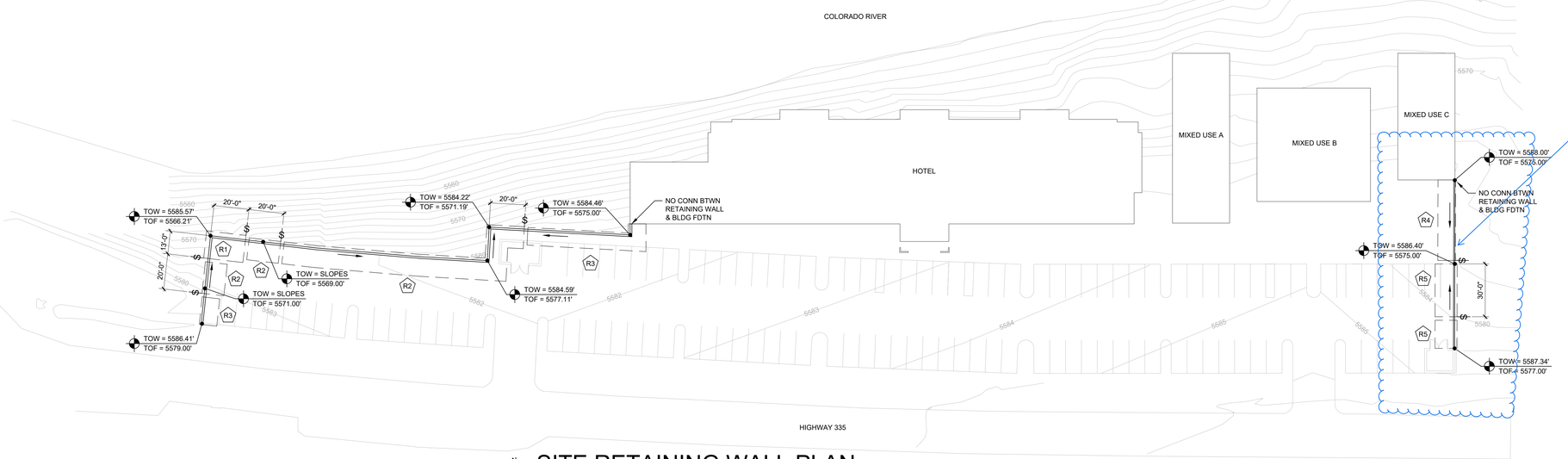
TYPICAL REINF BAR BENDS AND STANDARD HOOKS

NOTES:
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TYPICAL CONCRETE REINF DETAILS
DOUBLE MAT

BWR STANDARD ABBREVIATIONS

AB	Anchor Bolt		
ABV	Above	K	King Stud
ADDL	Additional	KIP	Thousand Pounds
ALT	Alternate	KIP FT	Thousand Pound-feet
APPROX	Approximate(ly)		
ARCH	Architect, Architectural	L	Length, Steel Angle
		LAG	Lag Screw
B PL	Base Plate	LLH	Long Leg Horizontal
BF	Both Faces	LLV	Long Leg Vertical
BLDG	Building	LOC	Location
BLKG	Blocking	LONG	Longitudinal
BM	Beam	LSL	Laminated Strand Lumber
B.O.	Bottom Of	LVL	Laminated Veneer Lumber
BOF	Bottom Of Footing		
BOS	Bottom Of Steel	MATL	Material
BOT	Bottom	MAX	Maximum
BOW	Bottom Of Wall	MC	Moment Connection
BRCG	Bracing	MECH	Mechanical
BRG	Bearing	MFR	Manufacturer
BS	Both Sides	MIN	Minimum
BTWN	Between	MO	Masonry Opening
BWP	Brace Wall Panel		
		(N)	New
C	Steel Channel	NIC	Not In Contract
CANTIL	Cantilever	NS	Near Side
CIP	Cast-in-place	N-S	North-South
CJ	Construction/Control Joint	NTS	Not To Scale
CLR	Clear		
CMU	Concrete Masonry Unit	OC	On Center
COL	Column	O.F.	Outside Face
CONC	Concrete	OPNG	Opening
CONN	Connection	OPT	Option(al)
CONT	Continue(s), Continuous	OSB	Oriented Strand Board
CP	Cripple Post		
CSK	Countersink, Countersunk	PERIM	Perimeter
CTR	Center	PERP	Perpendicular
		PL	Plate
D	Deep, Depth	PLL	Parallel
DBL	Double	PLYWD	Plywood
DEMO	Demolition, Demolish	PREFAB	Prefabricated
DET	Detail	PSL	Parallel Strand Lumber
DIAG	Diagonal	PT	Pressure Preservative Treated
DIM	Dimension		
DWG	Drawing	RD	Roof Drain
DWL	Dowel	REF	Reference
		REINF	Reinforce(d), Reinforcement
EA	Each	REQD	Required
EF	Each Face	REV	Reverse(d)
EJ	Expansion Joint	RO	Rough Opening
EL	Elevation	RS	Rough Sawn
ELEV	Elevator		
EMBED	Embed(ment)	SCHED	Schedule
EN	Edge Nail	SHTHG	Sheathing
ENGR	Engineer	SGN	Structural General Notes
EOS	Edge of Slab	SIM	Similar
EQ	Equal	SIP	Structural Insulated Panel
EQL SP	Equally Spaced	SOG	Slab On Ground
EW	Each Way	SQ	Square
E-W	East-West	SST	Stainless Steel
(E), EXIST	Existing	STAG	Staggered
EXP	Expansion	STD	Standard
EXT	Exterior	STIFF	Stiffener
		STL	Steel
FAS	Fascia(e)	STRUCT	Structure, Structural
FD	Floor Drain	SW	Shear Wall
FDTN	Foundation		
FLG	Flange	T	Trimmer
FLR	Floor	T&B	Top And Bottom
FO	Face Of	T&G	Tongue-And-Groove
FOC	Face Of Concrete	TB	Trough Bolt
FOM	Face Of Masonry	TBR	To Be Removed
FOS	Face Of Stud	TEMP	Temporary
FS	Far Side	THD	Thread(ed)
FSTNR	Fastener	T.O.	Top Of
FTG	Footing	TOB	Top Of Beam
		TOC	Top Of Concrete
GA	Gauge	TOF	Top Of Footing
GALV	Galvanize(d)	TOS	Top Of Steel
GC	General Contractor	TOW	Top Of Wall
GL	Glued-Laminated Wood	TRANSV	Transverse
		TYP	Typical
H	Height		
HD	Hold-down	UNO	Unless Noted Otherwise
HDR	Header		
HGR	Hanger	VERT	Vertical
HORIZ	Horizontal	VIF	Verify In Field
HSS	Hollow Structural Section	VNR	Veneer
I.F.	Inside Face	W	Wide-Flange Beam, Wide, Width
INCL	Include(d), Including	w/	With
INSUL	Insulation	WF	Wide-Flange
INT	Interior	w/o	Without
		WP	Working Point
JNT	Joint	WWF	Welded-Wire Fabric
JST	Joist		



N
TRUE

SITE RETAINING WALL PLAN

SCALE: 1" = 30'

PLAN NOTES:
1. SITE ELEVATION CONTOURS TAKEN FROM CIVIL GRADING PLAN FOR REFERENCE. SEE CIVIL FOR ACTUAL GRADING PLAN.
2. PROVIDE VERT CONTROL JOINTS PER 'TYP VERT CONTROL JNT IN CONC WALL' THIS SHEET.
3. ⊖ INDICATES FOOTING STEP. SEE 'TYP FOOTING STEP' THIS SHEET.
4. —► INDICATES TOP OF WALL (TOW) SLOPE DOWNWARD.
5. Rx INDICATES RETAINING WALL TYPE. SEE 'TYP RETAINING WALL DETAILS' THIS SHEET.

RED
1001 Grand Ave, Suite 103
Glenwood Springs CO 81601

bwape
1010 W 24th St
Rifle, Colorado 81650
(970) 462-8853
bwr@bwr.pe

BWR Project No. 24011

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2024

COLORADO LICENSED
ALAN ROSSITER PE
52868
20MAY2025
PROFESSIONAL ENGINEER

Lot 1 Highway PUD

7051 335 County Rd New Castle Colorado 81647

LAND USE APP. 10/25/2024

Site Retaining Wall Plan

S-001

EXHIBIT O

Employee Housing Agreement

EMPLOYEE HOUSING PLAN AND AGREEMENT
BETWEEN COAL SEAM, LLC AND THE TOWN OF NEW CASTLE, COLORADO

THIS employee Housing Plan and Agreement (this "Agreement") is made and executed this _____ day of _____, 202__ (the "Effective Date"), by and between **COAL SEAM, LLC,** a Colorado limited liability company and/or its assigns (the "Owner"), whose principal office is 1101 Village Rd. #LL 1B, Carbondale, CO 81623, and the **Town of New Castle, Colorado,** a Colorado municipality ("Town"), by its Board of Trustees, whose address is 450 W. Main Street, New Castle, CO 81647.

RECITALS

WHEREAS, Owner is the owner of Lot 1, Parcels 1A and 1B depicted on the Final Plat ("Property"), which is being developed by Coal Seam, LLC ("Developer"); and

WHEREAS, on _____ the Town, by Resolution No._____ approved the Final Plat for the Coal Seam PUD Subdivision, recorded on _____ as Reception No. _____ (the "Final Plat"); and

WHEREAS, on _____ the Town, by Resolution No. _____ approved the site plan and construction of a 71-room hotel in addition to three mixed use buildings including 4 apartments on the Property (the "Campus"); and

WHEREAS, although the Town of New Castle Code does not currently require the provision of employee housing units as part of the approval process for the PUD, the Owner has voluntarily agreed to provide four (4) residential units for rent. use by employees of the Campus or the Town of New Castle, local business employees and free market rental housing in an effort to mitigate local housing deficiencies; and

WHEREAS, the Parties desire to set forth the terms and conditions memorializing how the residential rental units will be occupied as employee rental units.

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

A. Rental Units.

1. Within the Campus there are 4 residential apartments, consisting of four 1-bedroom units which are set forth on Exhibit A. Owner agrees to restrict the apartments as employee rental units ("Rental Units") according to this Agreement.

2. Upon the issuance of a Certificate of Occupancy, the Rental Units will be offered for lease on an annual basis, under a Lease Agreement that conforms with the State of Colorado statutes.

3. . First preference potential tenants shall be employees of the Campus ("Campus Employees"). Second preference potential tenants shall be employees of the Town of New Castle ("Town Employees"). Third preference to local employees of businesses within the zip code 81647. In the event there are not any Campus Employees, town Employees or local business employees desiring to lease within the Campus, the Owner shall have the right to rent to anyone regardless of how or where they are employed ("Free Market Tenants"). The monthly rental for all Units may be set at prevailing market rental rates.

B. location; Notice of Vacancy; Application Process.

1. Prior to the issuance of a Certificate of Occupancy, the Rental Units will be offered to qualified Campus Employees, such as employees of the Hotel, Restaurant or other commercial or retail businesses at the prevailing market rental rate as determined by the Owner. As vacancies occur, the Owner shall have the right to first offer the Rental Unit to other perspective Campus Employees.

2. In the event there are no Campus Employees desiring to rent the unit, the Owner shall provide 30 days' written notice ("Vacancy Notice") to the Town. The Town will then have the authority and opportunity to designate a qualifiable Town employee as a perspective tenant, at the prevailing market rental rate as determined by the Owner.

3. In the event there are no Campus or town Employees desiring to rent, the units shall be available to local TONC business employees

Within 14 days of receiving the Vacancy Notice from Owner, the Town shall provide Owner with the name and rental application of the Town Employee it desires to provide the opportunity to lease the Rental Unit to. The Owner has the right to conduct a reasonable investigation of any proposed tenant and may accept or reject the proposed tenant in any manner as allowed by Colorado statute.

4. If the proposed Town Employee is rejected by the Owner, the Town shall have an additional 7-day time period to find a second perspective Town Employee. If the Town does not designate a Town Employee with the above-described time periods, or if the

Owner reasonably rejects the second perspective Town or Town of New Castle Business Employee, the Owner shall have the right to lease that Rental Unit for a period of 12 months to a Free Market Tenant at the prevailing rental market rate. Upon vacancy of the Free Market Tenant, and if there is not a Campus Employee to fill the vacancy, Owner shall re-offer the Rental Unit to the Town pursuant to the procedure described above.

C. Management.

1. All residential tenants, whether they are Campus Employees, Town Employees or Free Market Tenants, shall sign the same Lease Agreement and shall be subject to the same rules and restrictions as other occupants of the Project.

2. Owner reserves the right to terminate any tenant's Lease Agreement for cause, including unreasonable interference with other tenants' quiet enjoyment, substantial violations as described by the lease or applicable law, or nonpayment of rent. In the event a tenant is removed or evicted, and there is not a perspective Campus Employee available, the Owner shall provide written notice to the Town, which will have a 14-day period to provide the Owner with a perspective Town Employee's name and rental application.

3. If the proposed Town Employee is rejected by the Owner, the Town shall have an additional 7-day time period to find a second perspective Town Employee. If the Town does not designate a Town Employee with the above-described time periods, or if the Owner reasonably rejects the second perspective Town Employee, the Owner shall have the right to lease that Rental Unit for a period of 12 months to a Free Market Tenant at the prevailing rental market rate. Upon vacancy of the Free Market Tenant, Owner shall re-offer the Rental Unit to the Town pursuant to the procedure described in paragraphs B 4 and B 5 above.

D. Other Provisions

1. All notices required or permitted hereunder or under any related agreement or instrument shall be deemed delivered when delivered personally, electronically, or two days after mailing via certified mail, return receipt requested, or registered mail, to a party at the address set forth below or to such address as a party may in writing hereafter direct:

Owner:

Coal Seam, LLC
Attention: Abdi Pirzadeh
1101 Village Rd. #LL 1B,
Carbondale, CO 81623

abdi@aspenbuilt.net

Town of New Castle:

David Reynolds, Town Administrator
P.O. Box 90
New Castle, CO 81647

dreynolds@newcastlecolorado.org

2. This Agreement, including Owner's commitment to provide any type of Rental Units, shall automatically expire twenty (20) years after the issuance of a certificate of occupancy for the first Rental Unit (the "Expiration Date"). If the Town wishes to extend this Agreement after the Expiration Date, the Town shall approach Owner (or its successors or assigns) prior to the Expiration Date, and the Town and Owner shall re-negotiate in good faith the terms of a renewed Employee Housing Plan and Agreement for the Project.

3. This Agreement may be recorded as a covenant against the Property. This Agreement shall be binding upon the parties hereto and their successors, personal representatives, heirs, and assigns. This Agreement and the other documents related hereto set forth the entire subject matter of the parties' agreement with respect to the subject matter hereof, and may not be amended or modified except by a writing executed by all the parties. This Agreement shall be governed in all respects by the laws of the State of Colorado, with venue for any disputes in Garfield County. In the event any provision of this Agreement is found by any court or other authority of competent jurisdiction to be illegal or unenforceable, such provision shall be severed or modified to the extent necessary to render it enforceable, and as so severed or modified this Agreement shall continue in full force and effect. This agreement may be executed in counterparts, which taken together shall constitute a single original. Facsimile signatures hereon shall be deemed the same as original signatures. Headings herein are for descriptive and reference purposes only, and shall not affect or define the terms hereof.

In witness whereof, the Parties have executed this Employee Housing Plan and Agreement as of the date first written above.

OWNER:

Coal Seam, LLC

By:_____
Abdi Pirzadeh, Manager

and

TOWN OF NEW CASTLE:

By:_____

Mayor or Town Administrator??

EXHIBIT P

River Park Easement Maintenance Agreement

TOWN OF NEW CASTLE, COLORADO
ORDINANCE NO. TC 2026-1

AN ORDINANCE OF THE NEW CASTLE TOWN COUNCIL GRANTING CONDITIONAL APPROVAL OF A FINAL PUD DEVELOPMENT PLAN, FINAL PLAT, AND VESTED RIGHTS FOR RIVERSIDE PARK LOT 1

WHEREAS, Coal Seam, LLC ("Applicant") owns certain real property within the Town of New Castle, Colorado (the "Town") described in the attached Exhibit A (the "Property"); and

WHEREAS, the Property is zoned Highway Business as part of the Riverside Park PUD as provided in Ordinance #99-5; and

WHEREAS, on September 27, 2023, pursuant to Section 17.100.050(A) of the Town Municipal Code ("Code"), the Planning Commission (P&Z) voted unanimously to allow Applicant to submit a combined Preliminary/Final PUD Plan application with the condition that the preliminary and final application steps be considered separately if P&Z finds the combined application to be insufficient for final approval; and

WHEREAS, Applicant submitted a combined Preliminary/Final PUD Plan application together with an application for a lot split, variances, and vested rights (collectively, the "Application" as further defined below), which Application was deemed complete on April 11, 2025; and

WHEREAS, the Town of New Castle Planning & Zoning Commission ("Commission") held a duly noticed public hearing on May 28, 2025, which was continued to July 23, 2025, and again to December 10, 2025, all with Applicant's consent, to consider the Application; and

WHEREAS, after the public hearing was continued on July 23, 2025, Applicant amended the Application; and

WHEREAS, as amended, the Application proposes the construction of a 71-room hotel, a restaurant, and 4 employee residences, on a 5.84-acre lot; and

WHEREAS, the Applicant intends to develop the Property and the public improvements associated with the same in one phase; and

WHEREAS, at its December 10, 2025, meeting, the Commission recommended that Town Council approve the Application with conditions; and

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

WHEREAS, pursuant to Code Section 16.36.060, a duly-noticed public hearing was held by Town Council on March ___, 2026, to consider the Application and vested rights for the Final Plan; and

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

WHEREAS, Town Council has determined pursuant to Section 16.36.050 of the Code that vested rights for the Final Plan are appropriate considering the phasing of development, the substantial benefits conferred upon the Town and its citizens by the recreation and open space, sales tax revenue, employment opportunities, and workforce housing opportunities provided by the mixed-use development, and the other unique characteristics of the proposed development; and

WHEREAS, based on the Application, testimony, and other information presented and subject to compliance with the terms and conditions of this Ordinance, Town Council finds that the Application complies with the following review criteria set forth in Sections 16.16.030(G) and 17.100.060(H) of the Code:

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

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

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

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

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

2. Definition of the Application. The "Application" consists of the documents and information identified on Exhibit B, plus all representations of and other documents presented by the Applicant reflected in the recordings and minutes of the Planning and Zoning Commission public hearings held on May 28, 2025, July 23, 2025, and December 10, 2025, and the Town Council meetings and public hearing held on March 3, 2026, and _____.

3. Approval of Final Plan: The Final Plan proposes:

a. The development of a 71-room hotel, a restaurant, and 4 employee residences, as depicted on the site plan prepared by RED dated October 30, 2025 (the "Site Plan"), and as otherwise described in the Application, including the most updated versions of all architectural renderings, elevations, and floorplans;

b. Use and other zoning standards including parking requirements, maximum height, and setbacks as described and depicted on the Site Plan;

c. The subdivision of the Property into two lots as shown on the final subdivision plat included in the Application; and

d. Any amended final plats or condominium maps for the mixed-use spaces will be submitted for approval at the staff level, provided that the amended final plats or condominium maps and mixed-use buildings are in substantial conformance with the approved Application

Town Council hereby approves the Final Plan as a site-specific development plan with the elements described in 3a – d, above, subject to compliance with all conditions set forth in Section 7 of this Ordinance.

4. Subdivision. Town Council hereby approves the Final Plat, subject to compliance with the applicable conditions set forth in Section 7 of this Ordinance.

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

a. The restrictions and requirements of the Final Plan;

b. Those restrictions and requirements of the Highway Business Zone District that are not covered by the Final Plan. In the event of a conflict between the Final Plan or Final Plat of the Property and the Highway Business Zone district regulations, the Final Plan and Plat shall control;

c. All other applicable provisions of the Code; and

d. All applicable Ordinances of the Town.

6. Vested Rights. Town Council finds that the requirements of Section 16.36 for obtaining vested rights for the Final Plan have been satisfied and hereby approves the following vested rights for the Final Plan:

a. The vested rights period for development of the Property in accordance with the Final Plan will be ___ years from the effective date of this Ordinance.

b. The following are exceptions to the vested rights for the Final Plan:

i. Development of the Property in accordance with the Final Plan will be subject to any wildland urban interface regulations in effect at the time of building permit, regardless of the approved Final Plan.

ii. Owners of any interest in the Property will be required to comply with the sign code in effect at the time of application for a sign permit. There is no grandfathering of or vested rights for signage within the Property.

7. Conditions. Approval of the Application, Final Plan, and Phase 1 Final Plat are subject to and contingent up on satisfaction of the following conditions:

a. The Site Plan shall be revised to identify it as a site-specific development plan and list all (A) permitted uses, (B) conditional uses, and (C) non-permitted uses approved by Council. Non-permitted uses shall include gas stations, tire shops, car washes, those listed in section 17.36.060 for the C-1 zone district, and any others required by Council. A fourth section shall be added stating: (D) "Any use not specifically defined in the permitted, conditional, or non-permitted use categories shall be a conditional use."

b. Prior to submission of a building permit for the Property, final construction drawings shall demonstrate compliance with the building heights included in the final Application materials.

c. All applicable signs shall conform to the conceptual signage depicted in the last-dated Application materials. All other signage shall be subject to the provisions of the sign code, Chapter 17.18.

d. Exterior surfaces for all structural retaining walls shall be cladded with equivalent material types to those approved for the hotel structure.

e. If the residential units are to be condominiumized for separate ownership, a minor PUD amendment pursuant to section 17.100.110 will be required.

f. Prior to recordation of the final plat, the Applicant shall demonstrate compliance with all recommendations of the Town Engineer, Town Public Works Director, Town Attorney, and Fire Marshal provided in response to review of the Application.

g. Parking lot lighting should be on timers to reduce the light duration at night while maintaining security lighting as needed.

h. All trash dumpsters shall be located within an approved trash enclosure that extends six feet high and includes a bear-resistant latching mechanism.

i. The form of the declaration of covenants for the Property shall be finalized and address any Town Attorney comments prior to recordation. The parking management plan or declaration of covenants shall reserve at least one full-time parking space for each residential unit including suitable reserved parking signage. Recordation of the declaration of covenants shall be accomplished at or before recording of the final plat.

j. A subdivision improvements agreement (SIA) containing an engineer's stamped cost estimate of public improvements to the satisfaction of the Town Engineer and Town Attorney and approved by Town Council shall be recorded along with and as a condition of recording the Final Plat.

k. Landscaping shall incorporate native grasses and plants that minimize maintenance, mowing, and irrigating. The landscape plan shall be approved by Public Works prior to issuance of building permit.

l. As illustrated in the final Application materials, an unimproved, single-track trail system shall be made available for patrons of the Property as well as to the general public. The Town may consider building a trail connector between the proposed trail system and the current trail system at Grand River Park for the benefit of the New Castle community. Parks fees collected for the residential units may be used by the Town to offset the expense of the connecting trail.

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

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

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

p. No grading or excavation for the construction of a building on the Property shall occur until a permit is issued for that specific building. Applicant may commence grading and excavation for infrastructure for public improvements in areas of the project for which a plat and subdivision improvements agreement has not yet been

recorded, provided that Applicant has obtained a grading permit pursuant to the Town Code and posted security to cover the applicable grading and revegetation work.

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

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

INTRODUCED on first reading on March 3, 2026, at which time copies were available to the Town Council and to those persons in attendance at the meeting, read by title, passed on first reading, and ordered published in full and posted in at least two public places within the Town as required by the Charter.

INTRODUCED a second time at a regular meeting of the Town Council of the Town of New Castle, Colorado, on _____, 2026, read by title and number, passed without amendment, approved, and ordered published as required by the Charter.

TOWN OF NEW CASTLE, COLORADO
TOWN COUNCIL

By: _____
Art Riddile, Mayor

ATTEST:

_____
Mindy Andis, Town Clerk

Exhibits: Exhibit A: Legal Description; Exhibit B: List of Application materials

EXHIBIT A
Legal Description

Lot 1, Riverside Park Subdivision, according to the plat thereof recorded July 12, 1999, as Reception No. 548663

EXHIBIT B

Preliminary/Final PUD Application Materials

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

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

Memorandum

To: Mayor & Council

From: David Reynolds

Re: Agenda Item: Consider Resolution TC 2026-9

Date: 3/3/26

Purpose:

The purpose of this agenda item is to consider adoption of Resolution TC 2026-9, approving the updated Emergency Drought Plan Policy.

During regular Town Council meetings held on February 3 and February 17, 2026, Council reviewed the Town's Emergency Drought Plan Policy and discussed necessary revisions. Originally established in 2013, the policy required updates to reflect current conditions, operational practices, and related provisions within the Municipal Code. Council and staff also identified sections of the Municipal Code that coordinate with and overlap portions of the policy, prompting alignment and clarification.

Resolution TC 2026-9 incorporates the updates discussed by Council and brings the Town's Emergency Drought Plan Policy into alignment with current considerations and governing regulations.

TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. TC 2026-9

A RESOLUTION OF THE NEW CASTLE TOWN COUNCIL ADOPTING A NEW EMERGENCY DROUGHT RESPONSE PLAN

WHEREAS, on May 7, 2013, the Town of New Castle Town Council adopted a Drought Plan Regulatory Policy to assist the Town of New Castle ("Town") in reacting to droughts; and

WHEREAS, the Town and its surrounding watershed is again experiencing drought conditions of significant concern; and

WHEREAS, because the 2013 drought policy and the guidance therein had not been reviewed since it was first adopted, Council directed Town staff to review the 2013 policy to determine if changes or updates were needed; and

WHEREAS, based on Town staff's review of the 2013 policy and discussions regarding the same with Council, Town Council now desires to adopt a new Emergency Drought Response Plan; and

WHEREAS, Town Council finds that adopting a current droughty policy that provides the Town with a proactive, effective, and systematic approach to reducing the impacts of a water shortage is in the best interests of and promotes the health, safety, and welfare of the citizens of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE NEW CASTLE TOWN COUNCIL AS FOLLOWS:

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

2. Adoption of Policy. By this Resolution, the Town Council hereby adopts the Emergency Drought Response Plan attached hereto as Exhibit A, which shall replace in its entirety all prior drought response policies previously adopted by Town Council.

3. Further Action. The Town Clerk, Town Manager, and other Town staff are hereby authorized and directed to take all necessary and appropriate action to effectuate the provisions of this Resolution and the policy adopted hereby.

4. Effective Date. This Resolution and the policy adopted hereby shall take effect immediately upon approval.

INTRODUCED, PASSED, AND ADOPTED by a vote of __ to __ at a regular meeting of the New Castle Town Council held on March 3, 2026.

TOWN COUNCIL OF TOWN OF NEW CASTLE, COLORADO

_____
Art Riddile, Mayor

ATTEST:

_____
Mindy Andis, Deputy Town Clerk

Town of New Castle
Emergency Drought Response Plan
January 2026

Introduction:

The Town of New Castle and its surrounding watershed is experiencing drought conditions of significant concern. During a drought, water supplies will be below normal, requiring all customers to reduce their water use for a period of time. This Emergency Drought Response Plan has been developed to provide the Town with a proactive, effective, and systematic approach to reduce the impacts of a water shortage. This plan focuses conservation efforts on our largest potable water user, outdoor irrigation. This plan recommends a phased response to worsening drought conditions and has two components: drought triggers and response actions.

In Addition to this document, the Town of New Castle Utility Staff has developed a detailed Standard Operating Procedure for the blending of East Elk Creek and Colorado River Water. This treatment approach will be necessary if we enter a Phase Two scenario. The scope of this internal document includes:

- Augmentation Station intake operations.
- Treatment process control procedures.
- Chemical dosing and inventory planning.
- Normal and increased production conditions

Background Data:

- The Town of New Castle's average summertime water demand is 1.8 million gallons per day, or 54 million gallons per month.

- Outdoor landscape is our single largest consumer of potable water. During the summer months, 83% of the potable water that we produce goes towards irrigating. That equates to approximately 1.5 million gallons per day, or 45 million gallons per month.

- Only 300,000 gallons per day, or 9 million gallons per month of potable water is required to provide our residents with all their indoor needs.

- Our Bulk Water sales account for 2% of our monthly total consumption, or about 1 million gallons per month.

- Our Construction Water sales account for less than 0.05% of our monthly total consumption, or about 200,000 gallons per month.

- The Town of New Castle has two water rights that can be diverted from East Elk Creek. The first is the New Castle Water Works System. This right is the #1 domestic water right, but not the overall most senior right on the creek. This water right has been "called" in the past, making it unreliable in severe drought conditions. The second water right is the Coryell Dith. This is a senior water right and is not likely to be "called".

- Our New Castle Water Works System water rights have the potential to provide 1.6 million gallons per day, or 48 million gallons per month.

- Our Coryell Ditch water rights have the potential to provide approximately 1.1 million gallons per day, or 33 million gallons per month.

- As an alternative supply, the Town has two water rights that it can divert from the Colorado River. The first water right is the New Castle Augmentation. The second water right is the New Castle Augmentation 1st Enlargement. Combined, both water rights can provide 6.4 million gallons of water per day, or 192 million gallons per month.

- The New Castle Augmentation water rights are not senior water rights, but they are secured with our Rudi Reservoir Water diversion rights. These water rights are nearly guaranteed to be available, even in the most severe drought conditions.

- The New Castle Augmentation water rights are conveyed from the river to the water treatment plant by way of the Augmentation Station.

- 70% of the capacity in our water storage tanks is intended for emergency fire flows. The other 30% provides volume for fluctuations in water supply verses water demand.

Phase One - Voluntary Conservation

- Triggers:

    1. During the spring season as a preventative measure.

- Response:

    1. Public Education Campaign: The Town will initiate a public information campaign to educate all water users of the Best Practices for outdoor watering. This information campaign should include multiple forms of media including the internet, electronic message boards, and paper pamphlets (door hangers).

Phase Two - Mandatory Watering Restrictions

- Triggers:

  Watering restrictions shall be in effect yearly commencing at twelve a.m. on May first and continuing until twelve a.m. on October first.

- Response:

  1. Public Education Campaign: The Town will initiate a public information campaign to educate all water users of the Phase Two Summer Water Restrictions. This information campaign should include multiple forms of media including the internet, electronic message boards, and paper pamphlets (door hangers) Phase Two Summer Water Restrictions are defined below:

     A. Application. The watering restrictions apply to all users of the town's potable and raw water systems.

     B. Irrigation Restrictions. Summer irrigation shall be limited to four hours per day, between the hours of twelve a.m. to ten a.m. or six p.m. to midnight and shall be limited to every other day based on odd and even address numbers. Addresses ending in odd numbers may irrigate on odd days, and addresses ending in even numbers may irrigate on even days. The irrigation restriction applies to the irrigation of lawns, trees, shrubs and other vegetation planted in the ground.

     C. Bulk Water Sales. Town water may be purchased at a designated bulk water station with no restrictions

     D. Construction Water. Town water may be used for construction purposes from a hydrant or otherwise, including but not limited to tire washing, dust suppression, and to clean construction debris from streets, only with a valid permit from the town or pursuant to an authorized sale of bulk water.

  2. Enforcement: Enforcement should include monitoring and reporting. Local law enforcement will patrol neighborhoods looking for violations, or residents can report infractions.

  3. Fine Schedule. The following fines shall be issued for violations of this section:

A. First offense during a calendar year: written warning.

B. Second offense during a calendar year: twenty-five dollar ($25.00) fine.

C. Third offense during a calendar year: one hundred dollar ($100.00) fine.

D. Additional offenses during the same calendar year: two hundred dollars ($200.00) fine, plus the town may disconnect water service until the fine is paid and the offender has provided written assurances of future compliance. The town may assess a reconnection fee as set by the town's fee schedule.

Phase Three – Emergency Rationing

- Triggers:

1. When the potable water demand exceeds potable water supply to the point that any of our water storage tanks drops below 85% of full capacity

- Response:

1. Public Education Campaign: The Town will initiate a public information campaign to educate all water users of the Phase Three Summer Water Restrictions. This information campaign should include multiple forms of media including the internet, electronic message boards, and paper pamphlets (door hangers) Phase Three Summer Water Restrictions are defined below:

A. Application. The watering restrictions apply to all users of the town's potable and raw water systems.

B. Irrigation Restrictions. Phase Three irrigation shall be limited to four hours per day, between the hours of eight p.m. to midnight. Irrigation watering shall be limited to two days per week. Addresses ending in odd numbers may irrigate on Mondays and Fridays, and addresses ending in even numbers may irrigate on Wednesdays and Sundays. The irrigation restriction applies to the irrigation of lawns, trees, shrubs and other vegetation planted in the ground.

C. Bulk Water Sales: To prioritize local needs, bulk water sales will not be permitted

D. Construction Water. Town water may be used for construction purposes from a hydrant or otherwise, including but not limited to tire washing, dust suppression, and to clean construction debris

from streets, only with a valid permit from the town or pursuant to an authorized sale of bulk water.

- Enforcement: Enforcement should include monitoring and reporting. Local law enforcement will patrol neighborhoods looking for violations, or residents can report infractions.

- Fine Schedule. Same as Phase Two

Phase Four – Critical Shortage

- Triggers:

  1. When potable water demand exceeds the potable water supply capacity to the point where the storage capacity of any potable water tank drops below 70% of full.

- Response:

  1. Public Education Campaign: The Town will initiate a public information campaign to educate all water users of the Phase Four Summer Water Restrictions. This information campaign should include multiple forms of media including the internet, electronic message boards, and paper pamphlets (door hangers) Phase Four Summer Water Restrictions are defined below:

     A. Application. The watering restrictions apply to all users of the town's potable and raw water systems.

     B. Irrigation Restrictions. All outdoor landscape irrigation shall be prohibited. The irrigation restriction applies to the irrigation of lawns, trees, shrubs and other vegetation planted in the ground.

     C. Construction Water. Water for construction purposes shall be prohibited.

     D. Bulk Water Sales: Bulk water sales shall be prohibited.

- Enforcement: Enforcement should include monitoring and reporting. Local law enforcement will patrol neighborhoods looking for violations, or residents can report infractions.

- Fine Schedule. Same as Phase Two

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 Ordinance TC 2026-2

Date: 3/3/26

Purpose:

The purpose of this agenda item is to consider adoption of Ordinance TC 2026-2, approving the updates to Municipal Code Chapter 13.28 *Water Conservation.*

During regular Town Council meetings held on February 3 and February 17, 2026, Town Council discussed making needed updates to the Town's Emergency Drought Plan Policy. Council and staff noted that if updates to the Emergency Drought Plan Policy were to be adopted, it would be wise to review and update corresponding and related sections of the Municipal Code. Ordinance TC 2026-2 is designed to bring clarity and uniformity to the Water Conservation sections of the Municipal Code while also bringing alignment between the Code and the revised Drought Plan Policy.

Chapter 13.28

WATER CONSERVATION

Sections:

13.28.010	**Wasting of water prohibited.**
13.28.020	**Summer water use restrictions.**

13.28.010 Wasting of water prohibited.

A. Prohibition. Consumers of water supplied by the town shall prevent unnecessary waste of water and shall keep all water outlets closed when not in actual use. Hydrants, urinals, water closets, bathtubs and other openings must not be left running for any purpose other than the use for which they were intended, and all such fixtures must be kept in good repair. The escape of water from the premises upon which water is being utilized shall be prima facie evidence of wasting of water.

B. Rationing. At any time the water available to the town is insufficient to provide unlimited usage to all consumers, the town administrator or town council shall be authorized and empowered to ration and limit the usage of water for other than in-house uses for such periods of time and under such rules and regulations as the town administrator or town council shall from time to time adopt. Rationing and limitation of usage shall become effective on the day following the publication in a legal newspaper of general circulation in the town of the regulations governing the rationing and limitation upon such water usage.

C. Suspension of Service. Water service shall be discontinued to all persons who waste water or who violate any rule or regulation governing the rationing or limitation of usage of water. Such service shall not be restored until the cause of waste has been corrected or the violation of such rules and regulations has been abated and until the consumer has paid the sum of five dollars ($5.00) to cover the cost of reestablishing service.

D. Penalties. A person found guilty of violating any provision of this section shall be punished by a fine of not more than three hundred dollars ($300.00) or by imprisonment not to exceed ninety (90) days, or by both such fine and imprisonment. Upon first conviction, the fine imposed shall not be less than five dollars ($5.00); upon second conviction, the fine imposed shall not be less than ten dollars ($10.00); and on the third conviction, the fine imposed shall not be less than fifteen dollars ($15.00). A person shall be guilty of a separate offense for each and every day during any portion of which a violation of any provision of this section is committed, continued or permitted by such person. (Ord. 2002-5 § 4 (part); prior code § 11-16-010)

13.28.020 Summer water use restrictions.

Due to high flow demands through the town's water distribution system during summer irrigation months and the town's limited water supply, the following watering restrictions shall apply each year:

A. Restriction Period. The watering restrictions shall be in effect yearly commencing at twelve a.m. on May first and continuing until twelve a.m. on October first.

B. Application. The watering restrictions only apply to use of the town's potable water. Property owners who have a private well, raw water system, or some other alternative water source are not restricted in their use of that water.

C. Irrigation Restrictions. Summer irrigation watering shall be limited to four hours per day, between the hours of twelve a.m. to ten a.m. and six p.m. to midnight, and shall be limited to every other day based on odd and even address numbers. Addresses ending in odd numbers may irrigate on odd days, and addresses ending in even numbers may irrigate on even days. The irrigation restriction applies only to the irrigation of lawns, trees, shrubs and other vegetation planted in the ground.

D. Exemption Permit. An exemption permit may be issued to a customer during one calendar year. The town may issue no greater than one exemption permit to a customer for the purpose of watering newly installed landscaping, lawns, and trees. The customer shall prominently display a copy of the exemption permit in the area to be watered. The exemption permit shall authorize the customer to water during the no use period. The exemption shall be issued by the town for a period of thirty (30) days.

E. Recreational Water Use. Water use restrictions shall not apply to children's games or activities that utilize water so long as at least one child is actively participating in the game or activity while the water is being used. Unattended running sprinklers or water toys shall be subject to fines applicable to unauthorized irrigation.

F. Restrictions on Town. The town government shall abide by the watering restrictions and exemptions set forth in this section, except that the town is not restricted in its use of water for street cleaning or emergency purposes.

G. Construction Water. Town water may be used for construction purposes from a hydrant or otherwise, including but not limited to tire washing, dust suppression, and to clean construction debris from streets, only with a valid permit from the town or pursuant to an authorized sale of bulk water.

H. Fine Schedule. The following fines shall be issued for violations of this section:

1. First offense during a calendar year: written warning;

2. Second offense during a calendar year: twenty-five dollar ($25.00) fine;

3. Third offense during a calendar year: one hundred dollar ($100.00) fine;

4. Additional offenses during the same calendar year: two hundred dollar ($200.00) fine, plus the town may disconnect water service until the fine is paid and the offender has provided written assurances of future compliance. The town may assess a reconnection fee as set by the town's fee schedule.

Parties may avoid paying a fine by submitting proof to the town administrator that they have set up a watering system with a timer, either with aboveground hoses or a permanent buried system, sufficient to ensure future compliance with the provisions of this section. (Ord. 2007-11 § B(17); Ord. 2003-6 § 2: prior code § 11-16-020)

TOWN OF NEW CASTLE, COLORADO
ORDINANCE NO. 2026-2

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NEW CASTLE, COLORADO AMENDING PROVISIONS OF CHAPTER 13.28 OF THE TOWN MUNICIPAL CODE REGARDING WATER CONSERVATION

WHEREAS, the Town of New Castle, Colorado ("Town") is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution and the Town of New Castle Home Rule Charter of 1995, as amended ("Charter"); and

WHEREAS, Town and its surrounding watershed is experiencing drought conditions of significant concern, which the Town anticipates will result in lower than normal water supplies and a need for all users of the Town's municipal water system to reduce water usage while the drought conditions continue; and

WHEREAS, by Resolution TC 2026-09, the Town has adopted an Emergency Drought Response Plan ("Drought Policy") to establish a proactive, effective, and systematic approach to reduce the impacts of water shortages associated with drought conditions; and

WHEREAS, Chapter 13.28 of the Town Municipal Code imposes water conservation requirements in connection with the use of the Town's municipal water system; and

WHEREAS, Town Council now desires to amend certain provisions of Chapter 13.28 to align with the newly-adopted Drought Policy and to promote the health, safety, and welfare of the citizens of the Town.

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

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

Section 2. Amendment. The following provisions of Chapter 13.28 of the Town Municipal Code hereby amended as set forth below, with removed language ~~stricken~~ and new language in **bold** and **underlined**:

13.28.010 Wasting of water prohibited

. . .

C. Suspension of Service. . . . Such service shall not be restored until the cause of waste has been corrected or the violation of such rules and regulations has been abated and until the consumer has paid the ~~sum of five dollars ($5.00) to cover the cost of~~ **charge set forth in the Town's Directory of Fees and Charges for** reestablishing service.

D. Penalties. A person found guilty of violating any provision of this section **13.28.010** shall be **fined in accordance with the fine schedule set forth in Section 13.28.020.H.1 – 4.** ~~punished by a fine of not more than three hundred dollars ($300.00) or by imprisonment not to exceed ninety (90) days, or by both such fine and imprisonment. Upon first conviction, the fine imposed shall not be less than five dollars ($5.00); upon second conviction, the fine imposed shall not be less than ten dollars ($10.00); and on the third conviction, the fine imposed shall not be less than fifteen dollars ($15.00). A person shall be guilty of a separate offense for each and every day during any portion of which a violation of any provision of this section is committed, continued or permitted by such person.~~

13.28.020 Summer water use restrictions.

. . .

B. Application. The watering restrictions **in this Section 13.28.020** only apply to use of the Town's potable **and raw** water. Property owners who ~~have a private well, raw water system, or some other alternative water source~~ **utilize a private water source including, but not limited to, a private well or other private water source not supplied by or connected to the Town water system,** are not **subject to this Section 13.28.020**~~restricted in their use of that water~~.

Section 3. Severability. The provisions of this Ordinance are severable, and the invalidity of any phrase, clause, or portion of this Ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the Ordinance.

Section 4. Effective Date. This Ordinance shall be effective fourteen days after final publication to Section 4.3 of the Town Charter.

INTRODUCED on first reading on March 3, 2026, at which time copies were available to the Town Council and to those persons in attendance at the meeting, read by title, passed on first reading, and ordered published in full and posted in at least two public places within the Town as required by the Charter.

INTRODUCED a second time at a regular meeting of the Town Council of the Town of New Castle, Colorado, on March 17, 2026, read by title and number, passed without amendment, approved, and ordered published as required by the Charter.

TOWN OF NEW CASTLE, COLORADO, A HOME-RULE MUNICIPALITY

By: _____
Art Riddile, Mayor

ATTEST:

_____
Mindy Andis, Town Clerk

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

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

Memorandum

To: Mayor & Council

From: David Reynolds

Re: Agenda Item: Consider Resolution TC 2026-10 Approving an IGA with Garfield County Mosquito Control

Date: 03/03/2026

Purpose:

The purpose of this agenda item is to consider Resolution TC 2026-10 approving an IGA with Garfield County Mosquito Control. In partnership with the cities and towns throughout Garfield County, a program was created over twenty years ago which allows Garfield County to monitor and treat county and municipal properties for mosquito infestation. Using this program, the Garfield County Health Department can track the numbers and types of mosquitos found in our area, while also analyzing the threat of mosquito borne illnesses. By working together with Garfield County Health Department, the County is able to create a regional program that saves municipal dollars while also providing a comprehensive and effective county wide program.

TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. TC 2026-09

A RESOLUTION OF THE NEW CASTLE TOWN COUNCIL APPROVING A(N) INTERGOVERNMENTAL AGREEMENT WITH GARFIELD COUNTY AND OTHER MUNICIPALITIES WITHIN THE COUNTY.

WHEREAS, Garfield County, the Town of New Castle ("Town") and the other municipalities within Garfield County desire to work together to provide a county-wide mosquito control and program; and

WHEREAS, the Town will benefit from such a program and its services; and

WHEREAS, the Town Council finds that entering into the Intergovernmental Agreement ("IGA") attached hereto as Exhibit "A" will further the Town's goals and is in the Town's best interests.

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. Adoption. Pursuant to Section 14.4 of the Town Charter, the Town Council hereby approves the IGA attached as Exhibit A and authorizes the Mayor to execute the same.

INTRODUCED, PASSED, AND ADOPTED by a vote of __ to __ at a regular meeting of the New Castle Town Council held on March 3, 2026.

TOWN COUNCIL OF TOWN OF
NEW CASTLE, COLORADO

_____
Mayor Art Riddile

ATTEST:

_____
Town Clerk Mindy Andis, CMC

INTERGOVERNMENTAL AGREEMENT FOR MOSQUITO CONTROL – 2026

THE PARTIES to this Intergovernmental Agreement for Mosquito Control ("IGA") are the **BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, STATE OF COLORADO,** (hereinafter referred to as "**County**"); the **CITY OF GLENWOOD SPRINGS, STATE OF COLORADO**, (hereinafter referred to as "**Glenwood**"); the **TOWN OF CARBONDALE, STATE OF COLORADO**,(hereinafter referred to as "**Carbondale**"); the **CITY OF RIFLE, STATE OF COLORADO**,(hereinafter referred to as "**Rifle**"); the **TOWN OF SILT, STATE OF COLORADO**,(hereinafter referred to as "**Silt**"); the **TOWN OF NEW CASTLE, STATE OF COLORADO**, (hereinafter referred to as "**New Castle**"); and the **TOWN OF PARACHUTE, STATE OF COLORADO**, (hereinafter referred to as "**Parachute**").

WHEREAS, the parties to this IGA are authorized by Section 29-1-201, *et seq.*, C.R.S., as amended, to provide for joint funding and cooperation to provide services and functions which each is otherwise lawfully authorized to provide; and

WHEREAS, the parties to this IGA desire to cooperate in funding and making available a County-wide mosquito control and education program; and

WHEREAS, a coordinated effort by the County and the municipalities within the County will permit a more effective mosquito control and education program and specifically will aid control of the mosquito species responsible for the spread of West Nile Virus.

NOW, THEREFORE, in mutual consideration of the premises and the covenants and promises set forth below, the parties to this IGA agree as follows:

1. PROJECT. The Project that is the subject of this IGA is a comprehensive integrated larval and adult mosquito control program, on public and private property throughout Garfield County that will be designed specifically for Garfield County and the municipalities by an independent contractor. The Project will provide surveillance, identifying mosquito breeding habitats and areas with high numbers of mosquito larvae and adults, with an emphasis on Culex mosquitoes. Surveillance will include the use of GIS mapping technology. The Project will include the use of chemical pesticides for adult and larval mosquito control in a manner safe to citizens, the environment and pets. Chemical applications will only be done when the elected officials of each pertinent jurisdiction, or their designated staff member, determine that mosquito levels have reached a threshold that poses a public health risk. Each jurisdiction is responsible for working with the Contractor to ensure that their jurisdiction is in compliance with the Federal Clean Water Act and the Colorado Discharge Permit System as administered by the Colorado Department of Public Health and Environment. The independent contractor will also provide community outreach and public education.

2. PROJECT COSTS. The cost for the entire Project that is the subject of this IGA shall not exceed Two Hundred Twenty-One Thousand Four Hundred Fifty Dollars and No Cents ($221,450.00), with each town and city contributing the amounts set forth below for a total contribution of Sixty-Seven Thousand Seven Hundred Twenty Dollars and No Cents ($67,720.00)

of the Project Cost. The remainder will be contributed by the County for the thirty-four (34) square miles of service area outside of the municipalities.

3. COUNTY RESPONSIBILITIES. The County shall be the coordinating entity and the contracting and fiscal authority for the Project. The County's responsibilities shall include the creation of the Request For Proposals ("RFP"), management of the RFP process, selection of the contractor and management of the contract. The County shall pay an amount not to exceed One Hundred Fifty-Three Thousand Seven Hundred Thirty Dollars and No Cents ($153,730.00) of the total Project Cost of Two Hundred Twenty-One Thousand Four Hundred Fifty Dollars and No Cents ($221,450.00), unless emergency services are required.

4. GLENWOOD SPRINGS RESPONSIBILITIES: Glenwood Springs shall be responsible for payment to the County of $7,000.00.

5. CARBONDALE RESPONSIBILITIES: Carbondale shall be responsible for payment to the County of $9,270.00.

6. RIFLE RESPONSIBILITIES: Rifle shall be responsible for payment to the County of $25,340.00.

7. SILT RESPONSIBILITIES: Silt shall be responsible for payment to the County of $6,800.00.

8. NEW CASTLE RESPONSIBILITIES: New Castle shall be responsible for payment to the County of $7,670.00.

9. PARACHUTE RESPONSIBILITIES: Parachute shall be responsible for payment to the County of $11,640.00.

10. PARTY RESPONSIBILITIES: All parties to this IGA shall cooperate with and assist the independent contractor chosen by the County to perform the work of the Project.

11. REMEDIES. If any of the cities or towns, identified in Paragraphs 4 through 9 above, fails to perform their payment obligation(s), the County may assume responsibility for the defaulting payment(s), and all other obligations of this IGA shall remain in full force and effect.

12. CONTRACT AWARD. The contract anticipated to define the Scope of Work needed for the Project shall be awarded by Garfield County pursuant to the terms of its Procurement Manual. The Notice to Proceed may be awarded prior to the payment obligations of the municipalities and towns being met.

13. INDEMNIFICATION. The parties acknowledge each is subject to the constitutional prohibitions against indemnification in Colo. Const. art XI, § 1. Neither can indemnify the other.

of the Project Cost. The remainder will be contributed by the County for the thirty-four (34) square miles of service area outside of the municipalities.

3. COUNTY RESPONSIBILITIES. The County shall be the coordinating entity and the contracting and fiscal authority for the Project. The County's responsibilities shall include the creation of the Request For Proposals ("RFP"), management of the RFP process, selection of the contractor and management of the contract. The County shall pay an amount not to exceed One Hundred Forty-Nine Thousand Two Hundred Fifty Dollars and No Cents ($149,250.00) of the total Project Cost of Two Hundred Fifteen Thousand Dollars and No Cents ($215,000.00), unless emergency services are required.

4. GLENWOOD SPRINGS RESPONSIBILITIES: Glenwood Springs shall be responsible for payment to the County of $7,000.00.

5. CARBONDALE RESPONSIBILITIES: Carbondale shall be responsible for payment to the County of $9,270.00.

6. RIFLE RESPONSIBILITIES: Rifle shall be responsible for payment to the County of $25,340.00.

7. SILT RESPONSIBILITIES: Silt shall be responsible for payment to the County of $6,800.00.

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13. INDEMNIFICATION. The parties acknowledge each is subject to the constitutional prohibitions against indemnification in Colo. Const. art XI, § 1. Neither can indemnify the other.

Nothing herein shall be interpreted as a waiver of governmental immunity to which each party would otherwise be entitled under Section 24-10-101, *et seq.*, C.R.S., as amended.

14. APPROPRIATION. This IGA is contingent upon appropriation and budgeting for the costs required for the Project. Should any party fail to appropriate or have available sufficient funds to pay for the costs of its obligations set forth herein, this IGA shall be considered of no force or effect, except to the extent that the County has assumed the obligations of another party, as set forth herein. This IGA is not intended to, nor does it create a multi-year fiscal obligation as defined by Section 20, Article X of the Constitution of the State of Colorado.

15. EFFECTIVE DATE. This IGA shall be effective January 1, 2026 through December 31, 2026, no matter the date of execution.

16. AMENDMENT. This IGA may be amended by the parties solely through a written agreement signed by each.

17. FACSIMILES AND COUNTERPARTS. This IGA may be signed in counterparts, and facsimile signatures may be substituted for original signatures.

18. GOVERNING LAW. The laws of the State of Colorado shall govern the validity, performance and enforcement of this IGA. Venue for any action instituted pursuant to this IGA shall lie in Garfield County, Colorado.

19. AUTHORITY. Each person signing this IGA represents and warrants that said person is fully authorized to enter into and execute this IGA and to bind the party represented to the terms and conditions hereof.

20. NOTICE. All notices required under this IGA 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 set forth below. Notice addresses may be changed without amendment to this IGA.

Notice to County:

Board of County Commissioners
Attn: County Manager
108 8th Street, Suite 101
Glenwood Springs, CO 81601
Phone: (970) 945-5004
Fax: (970) 945-7785

Notice to Glenwood:

City of Glenwood Springs
Attn: City Manager
101 W. 8th St.
Glenwood Springs, CO 81601
Phone: 384-6400

Notice to Carbondale:	Town of Carbondale Attn: Town Manager 511 Colorado Avenue Carbondale, CO 81623 Phone: (970) 963-2733 Fax: (970) 963-9140
Notice to Rifle:	City of Rifle Attn: City Manager 202 Railroad Avenue P.O. Box 1908 Rifle, CO 81650 Phone: (970) 625-2121
Notice to Silt:	Town of Silt Attn: Town Administrator 231 N. 7th St., Box 70 Silt, CO 81652 Phone: (970) 876-2353
Notice to New Castle:	Town of New Castle Attn: Town Administrator 450 W. Main P.O. Box 90 New Castle, CO 81647 Phone: (970) 984-2311
Notice to Parachute:	Town of Parachute Attn: Town Administrator 222 Grand Valley Way Box 100 Parachute, CO 81635 Phone: (970) 285-7630

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ATTEST:

_____
Clerk to the Board

BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, COLORADO

By: _____
Chairman

Dated: _____

ATTEST:

_____
City Clerk

CITY OF GLENWOOD SPRINGS, STATE OF COLORADO

By: _____
Mayor

Dated: _____

ATTEST:

_____
Town Clerk

TOWN OF CARBONDALE STATE OF COLORADO

By: _____
Mayor

Dated: _____

ATTEST:

_____
City Clerk

CITY OF RIFLE STATE OF COLORADO

By: _____
Mayor

Dated: _____

ATTEST:

_____
Town Clerk

TOWN OF SILT STATE OF COLORADO

By: _____
Mayor

Dated: _____

ATTEST:

TOWN OF NEW CASTLE
STATE OF COLORADO

_____
Town Clerk

By: _____
Mayor

Dated: _____

ATTEST:

TOWN OF PARACHUTE
STATE OF COLORADO

_____
Town Clerk

By: _____
Mayor

Dated:

T:\Vegetation Management\IGAs - Intergovernmental\MOSQUITO IGA\2026-IGA Mosquitos.doc

New Castle Town Council Regular Meeting
Tuesday, February 17, 2026, 7:00 PM

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

Pledge of Allegiance

Roll Call

	Councilor Mariscal
	Councilor Carey
	Councilor Hazelton
	Mayor A. Riddile
	Councilor Copeland
	Councilor Leland
Absent	Councilor G Riddile

Also present at the meeting were Town Clerk Mindy Andis, Administrator Dave Reynolds, Police Chief Stu Curry, Public Works Director John Wenzel and members of the public.

Meeting Notice
Clerk Andis verified that her office gave notice of the meeting in accordance with Resolution TC 2026-1.

Conflicts of Interest
There were no conflicts of interest

Agenda Changes
There were no agenda changes

Citizen Comments on Items not on the Agenda
Thad Porter introduced himself to the council. Mr. Porter owns Fire & Weed Management Services. He currently has 60 goats that he loans out to property owners to help will mitigation. Mr. Porter offered his services to the town.

Consultant Reports
Consultant Attorney – not present
Consultant Engineer – not present

Items for Consideration

Proclamation Honoring Bob Gordon
Mayor A. Riddile read the proclamation into the record and presented the proclamation to Jennifer Harbottle and Brenda Simonson.

PUBLIC HEARING – Opened at 7:09pm

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Recess the Town Council Meeting, Convene as the Local Liquor Licensing Authority

MOTION: Councilor Hazelton made a motion to Recess the Town Council Meeting, Convene as the Local Liquor Licensing Authority, Councilor Carey seconded the motion, and it passed unanimously.

Consider an Application from the New Castle Recreation for a Special Event Liquor License for their Bad Art on February 28, 2026; Sampling Events on July 30, 2026, and August 27, 2026; Special Event for Burning Mountain Festival on September 11 &12, 2026; Special Event for Chili Cook-off on December 4, 2026

Town Clerk Andis said the recreation department has applied for special event liquor license's for all of their events for 2026. The application was completed in a timely manner, and everything is in order. Clerk Andis said the servers at the events will either be staff or volunteers who are TIPS trained. Therefore, staff recommends approval. Councilor Leland asked about the mapping for the Community Market Sampling Area. Clerk Andis said Rec Director Kelley Cox would like to try opening the entire Burning Mountain Park as the sampling area. The purpose is for the public be able to visit vendor booths without being rushed with a sample.

PUBLIC HEARING - Closed 7:10pm

MOTION: Mayor A. Riddile made a motion to approve a Special Events Liquor License Application New Castle Recreation for a Special Event Liquor License for their Bad Art on February 28, 2026; Sampling Events on July 30, 2026, and August 27, 2026; Special Event for Burning Mountain Festival on September 11 &12, 2026; Special Event for Chili Cook-off on December 4, 2026. Councilor Hazelton seconded the motion, and it passed unanimously.

Adjourn the Local Liquor Licensing Authority, Reconvene the Town Council Meeting

MOTION: Mayor A. Riddile made a motion to recess the Local Liquor Licensing Authority and reconvene the Town Council meeting, Councilor Mariscal seconded the motion, and it passed unanimously.

Discussion of Emergency Drought Plan Policy

Administrator Reynolds said he had reached out to the town attorneys to make sure the policy and municipal code matches. The attorneys have not had a chance to review the policy. Council Leand discovered a few discrepancies while writing a newsletter article. Administrator Reynolds explained what the discrepancies were. The policy has phases one-four depending on the severity of the drought conditions. The first was in the second phase of the policy, it does have watering restrictions if there was a call on the water rights on Elk Creek. The municipal code also has watering restrictions however the water restrictions are yearly from May 1st to October 1st. Staff suggest using the municipal code restrictions that are mandatory. Administrator Reynolds said he and Public Works Director John Wenzel would continue to watch for calls on Elk Creek. The second issue was in the

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code. When watering restrictions are in effect it only applies to potable water not raw water. The policy applies restrictions to both potable water and raw water. Staff's opinion is the restrictions should apply to both potable water and raw water. Staff recommends changing the code to match the policy for the water restrictions is for both potable water and raw water. The third issue is in the code there are two sections 13.28.010(D) Wasting of water prohibited – Penalties which has a fine schedule; 13.28.020(H) Summer water use restrictions – Fine Schedule. The policy reflects the fine schedule in 13.28.020(H). Staff's recommendation is to have the fines and penalties to be in line with each other.
Councilor Carey said the wasting of water should be clearly defined in the code.
Councilor Leland said the potable is more expensive to produce compared to raw water, but now with the possible drought situation the town is now looking at the availability of water.
Public Works Director Wenzel said at the time the code was written, the town tried to incentivize the use of raw water irrigation as an alternative and the town wasn't putting any restrictions on raw water. He said with the possible drought situation there should be restrictions on both potable water and raw water.
Administrator Reynolds said once the attorney's look at the policy and the code changes it will come back to council for approval.

Consider Resolution TC 2026-07 - A Resolution of the New Castle Town Council Supporting the Application for a Mini Grant from the Garfield County Federal Mineral Lease District for Water and Wastewater Computer Control System Upgrades

Administrators Reynolds said the FMLD mini grant is to replace the Skata computers for the water and wastewater plants. The computers remotely control the water plant and the wastewater plant. The current computers are at the end of life. Because the programing for the computers is expensive. The grant is for $30k because that is the maximum ask for the mini grant, the expected total for the project is estimated to be between $40k and $50k.

MOTION: Mayor A. Riddile made a motion to approve Resolution TC 2026-07 A Resolution of the New Castle Town Council Supporting the Application for a Mini Grant from the Garfield County Federal Mineral Lease District for Water and Wastewater Computer Control System Upgrades. Councilor Copeland seconded the motion, and it passed unanimously.

Consider Resolution TC 2026-08 - A Resolution of the New Castle Town Council Supporting the Application for a Traditional Grant from the Garfield County Federal Mineral Lease District for Street Capital Improvements

Administrator Reynolds said the FMLD grant is to help keep the town's streets in good condition. The grant is asking for $400k, the expected total for the work is estimated to be $600k.
Councilor Leland said in the resolution it states it costs $5,250.00 to maintain the town streets. Administrator Reynolds said it is in direct correlation to the grant money FMLD

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gives to the town. It is estimated to be $5,250.00 to maintain the portion of the streets that the grant money is for.

MOTION: Mayor A. Riddile made a motion to approve Resolution TC 2026-08 A Resolution of the New Castle Town Council Supporting the Application for a Traditional Grant from the Garfield County Federal Mineral Lease District for Street Capital Improvements. Councilor Carey seconded the motion, and it passed unanimously.

Consider Resolution TC2026-05 – A Resolution of the New Castle Town Council for Providing Cancellation of the April 7, 2026, Regular Municipal Election in Accordance with Section 1.16.040 of the Town of New Castle Municipal Code.

MOTION: Mayor A. Riddile made a motion to approve Resolution TC 2026-05 A Resolution of the New Castle Town Council for Providing Cancellation of the April 7, 2026, Regular Municipal Election in Accordance with Section 1.16.040 of the Town of New Castle Municipal Code. Councilor Mariscal seconded the motion, and it passed unanimously.

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

February 3, 2026, Minutes
Lazy Bear Restaurant Liquor License Renewal
Hogback Pizza Liquor License Renewal

MOTION: Mayor A. Riddile made a motion to approve the Consent Agenda. Councilor Mariscal seconded the motion, and it passed unanimously.

Staff Reports
Town Administrator –Administrator Reynolds said the CEC had a movie at the library last week regarding water drought. He said Tuesday, February 24, 2026, Colorado River Valley Chamber of Commerce is having their annual State of the Community at Grand River Hospital. Administrator Reynolds said there is a scheduling the use of the baseball fields at Elk Creek Elementary School. Staff are working with the school to settle the issue. Administrator Reynolds said he would be attending the CEC meeting to give an update on the state recycling program. He said staff has just received application number three to be filled out for the state recycling program. He said it will be this summer when the state would provide the town with a contract and at that time the town can decide whether or not to move forward with the program. Administrator Reynolds said he and Planner Paul Smith are working with a developer about affordable housing. He said they might reach out to the regional housing coalition who works specifically on deed restricted

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properties to see if a partnership could be formed. Administrator Reynolds said Downtown Colorado Inc has Town of New Castle as a finalist for the Downtown of the Year. He said there is also a photo contest going on. Administrator Reynolds said the River Center sent the town a "Thank You" for the funding for 2026. Administrator Reynolds said there is a non-profit called Employers Counseling that specializes in HR work. He said he has been speaking with them about the type of work they do and the company works with municipalities. The company does salary surveys and handbook policy and would be able to keep the town current on HR items.

Town Clerk – Clerk Andis said she currently sits on the River Center Final Board there was a meeting today. She reminded the council of the Rever Center Adult Prom on Saturday, February 21, 2026, from 6:30pm – 10:00pm at the Lakota Clubhouse. Tickets are available at the River Center. Clerk Andis the items for the next council meeting.

Town Treasurer – not present

Town Planner – not present

Public Works Director – nothing to report

Commission Reports

Planning & Zoning Commission –have not met

Historic Preservation Commission – have not met. Councilor Copeland said Founders Day was a great event.

Climate and Environment Commission – have not met

Senior Program –have not met

RFTA – Councilor Copeland said they did add a mid-day Hogback route to Rifle.

AGNC – Councilor Hazelton said they meet tomorrow and it's ZOOM only meeting.

GCE - have not met

EAB – have not met

POSTR – have not met

Council Comments

Councilor Mariscal said there was supposed to have been a pastors meeting on Thursday, February 5, 2026, but no one attended. There will be another meeting on Thursday, March 5, 2026.

Councilor Carey said the CML Policy Committee meets Friday, February 20, 2026, if there is anything to bring to the committee's attention to let her know.

Councilor Hazelton said he attended the CEC movie event at the library the panel discussion was great.

Councilor Leland thanked Councilor Carey for representing the town at Spellabration. He said if the town has an opportunity to have the mitigation goats in town, we should.

Mayor A. Riddile said Founders Day was a great event and a nice way to honor Cemetery Caregiver Mike Miller.

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Items for Future Council Agenda
There were no items for future agenda.

Adjourn
MOTION: Mayor A. Riddile made a motion to adjourn.
The meeting adjourned at 7:50 p.m.

Respectfully submitted,

_____
Mayor A. Riddile

_____
Town Clerk Mindy Andis, CMC

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TOWN OF NEW CASTLE - BILLS ALLOWED SUMMARY - FEBRUARY 2026

02/2026 INVOICES PAID	$367,634.33
VIX PARK LOAN PAYMENT	5,129.61
NET PAYROLL (2)	187,744.31
FED & STATE EMPLOYMENT TAXES (2)	69,774.79
RETIREMENT PLAN PAYMENTS (2)	37,434.95
CREDIT CARD FEES	1,634.35
02/2026 TOTAL PAYMENTS	**$669,352.34**

LESS CAPITAL EXPENDITURES *	(125,201.02)	
LESS CHARGE-BACKS **	(1,312.50)	
LOAN PAYMENTS	(5,129.61)	
RESTITUTION PAYMENTS	-	
DEPOSIT REFUNDS	(350.00)	
02/2026 OPERATING EXPENSES:		**$ 537,359.21**

*** CAPITAL:**

Watewater office - FMLD Grant		113,632.32
Furnace & Heat Pump at TH - FMLD Grant		1,760.54
Rippy Park - AGNC grant		9,808.16
	Total	125,201.02

**** CHARGE-BACKS:**

Developer costs	1,312.50

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
213	AFLAC	931150	02.2026 premium	02/11/2026	116.87	.00	116.87	59402	02/12/2026
Total 213:					116.87	.00	116.87		
377	Alpine Bank	0272 -FEB 1	CO cwp-Training JR-wtr	02/10/2026	85.00	.00	85.00	59455	02/27/2026
		0346 -FEB 1	Amazon-Pickleball-rec	02/10/2026	17.80	.00	17.80	59455	02/27/2026
		0346 -FEB 1	cbi online-Background Ck-r	02/10/2026	6.00	.00	6.00	59455	02/27/2026
		0346 -FEB 1	canva-Flyers-rec	02/10/2026	29.97	.00	29.97	59455	02/27/2026
		0346 -FEB 1	epic sports-BB Champ Priz	02/10/2026	132.03	.00	132.03	59455	02/27/2026
		0346 -FEB 1	epic sports-VB Champ Priz	02/10/2026	121.62	.00	121.62	59455	02/27/2026
		0346 -FEB 1	city-market-Kids Kitchen-re	02/10/2026	18.08	.00	18.08	59455	02/27/2026
		0346 -FEB 1	Amazon-Lego League-rec	02/10/2026	96.56	.00	96.56	59455	02/27/2026
		0346 -FEB 1	epic sports-Pickleball-rec	02/10/2026	62.34	.00	62.34	59455	02/27/2026
		0346 -FEB 1	Amazon-Pickleball-prks	02/10/2026	21.00	.00	21.00	59455	02/27/2026
		0346 -FEB 1	Amazon-Pickleball-strts	02/10/2026	21.00	.00	21.00	59455	02/27/2026
		0346 -FEB 1	Amazon-Pickleball-wtr	02/10/2026	21.00	.00	21.00	59455	02/27/2026
		0346 -FEB 1	Amazon-Pickleball-wwtr	02/10/2026	21.00	.00	21.00	59455	02/27/2026
		0355 -FEB 1	pitney bowes-Ink-Postage-	02/10/2026	22.82	.00	22.82	59455	02/27/2026
		0355 -FEB 1	adobe-Adobe-b&p	02/10/2026	47.98	.00	47.98	59455	02/27/2026
		0355 -FEB 1	city-market-Symp Flowers-	02/10/2026	54.17	.00	54.17	59455	02/27/2026
		0355 -FEB 1	Amazon-Dividers-admin	02/10/2026	23.79	.00	23.79	59455	02/27/2026
		0355 -FEB 1	pitney bowes-Ink-Postage-	02/10/2026	22.82	.00	22.82	59455	02/27/2026
		0355 -FEB 1	adobe-Adobe-admin	02/10/2026	140.93	.00	140.93	59455	02/27/2026
		0355 -FEB 1	faxpipe-Internet Fax-admin	02/10/2026	10.95	.00	10.95	59455	02/27/2026
		0355 -FEB 1	CO Muni-MA Dues-admin	02/10/2026	180.00	.00	180.00	59455	02/27/2026
		0355 -FEB 1	zoom-Zoom-admin	02/10/2026	16.99	.00	16.99	59455	02/27/2026
		0355 -FEB 1	city-market-Bocc Work Ses	02/10/2026	171.94	.00	171.94	59455	02/27/2026
		0355 -FEB 1	pitney bowes-Ink-Postage-	02/10/2026	22.82	.00	22.82	59455	02/27/2026
		0355 -FEB 1	pitney bowes-Ink-Postage-	02/10/2026	22.82	.00	22.82	59455	02/27/2026
		0355 -FEB 1	CO Assoc-Dues 2026-crt	02/10/2026	50.00	.00	50.00	59455	02/27/2026
		0355 -FEB 1	pitney bowes-Ink-Postage-r	02/10/2026	22.83	.00	22.83	59455	02/27/2026
		0355 -FEB 1	adobe-Adobe-rec	02/10/2026	53.97	.00	53.97	59455	02/27/2026
		0355 -FEB 1	pitney bowes-Ink-Postage-	02/10/2026	22.83	.00	22.83	59455	02/27/2026
		0355 -FEB 1	pitney bowes-Ink-Postage-	02/10/2026	22.82	.00	22.82	59455	02/27/2026
		0355 -FEB 1	adobe-Adobe-wtr	02/10/2026	23.99	.00	23.99	59455	02/27/2026
		0355 -FEB 1	co motor ve-Lien Release-	02/10/2026	44.35	.00	44.35	59455	02/27/2026
		0355 -FEB 1	pitney bowes-Ink-Postage-	02/10/2026	22.82	.00	22.82	59455	02/27/2026
		0355 -FEB 1	co motor ve-Lien Release-	02/10/2026	44.35	.00	44.35	59455	02/27/2026
		0371 -FEB 1	NC coffee-Staff Mtg-admin	02/10/2026	16.01	.00	16.01	59455	02/27/2026
		0371 -FEB 1	city-market-Pastor's Mtg-ad	02/10/2026	17.66	.00	17.66	59455	02/27/2026
		0397 -FEB 1	Amazon-Mouse-rec	02/10/2026	17.98	.00	17.98	59455	02/27/2026
		0397 -FEB 1	Amazon-Little Hoopers-rec	02/10/2026	63.96	.00	63.96	59455	02/27/2026
		0397 -FEB 1	dicks-Basketballs-rec	02/10/2026	108.64	.00	108.64	59455	02/27/2026
		0397 -FEB 1	Amazon-Arts-rec	02/10/2026	222.52	.00	222.52	59455	02/27/2026
		0397 -FEB 1	Amazon-Arts-rec	02/10/2026	16.91	.00	16.91	59455	02/27/2026
		0397 -FEB 1	city-market-Kids Kitchen-re	02/10/2026	90.52	.00	90.52	59455	02/27/2026
		0397 -FEB 1	mahjong studios-A&E-rec	02/10/2026	36.90	.00	36.90	59455	02/27/2026
		0397 -FEB 1	Amazon-Arts-rec	02/10/2026	89.97	.00	89.97	59455	02/27/2026
		0397 -FEB 1	airplant direct-Arts-rec	02/10/2026	19.98	.00	19.98	59455	02/27/2026
		0397 -FEB 1	Amazon-Arts-rec	02/10/2026	182.33	.00	182.33	59455	02/27/2026
		0397 -FEB 1	Amazon-Arts-rec	02/10/2026	23.99	.00	23.99	59455	02/27/2026
		0397 -FEB 1	Amazon-Signage- Chalk M	02/10/2026	23.74	.00	23.74	59455	02/27/2026
		0397 -FEB 1	Amazon-Founders Day Gift	02/10/2026	121.10	.00	121.10	59455	02/27/2026
		0397 -FEB 1	walmart-Founders Day-rec	02/10/2026	223.53	.00	223.53	59455	02/27/2026

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		0405 -FEB 1	fedex-Shipping-wtr	02/10/2026	18.48	.00	18.48	59455	02/27/2026
		0405 -FEB 1	fedex-Shipping-wtr	02/10/2026	18.48	.00	18.48	59455	02/27/2026
		0405 -FEB 1	esri-GIS Subscription-wtr	02/10/2026	550.00	.00	550.00	59455	02/27/2026
		0405 -FEB 1	mesa cty health -Bac-T-wtr	02/10/2026	90.00	.00	90.00	59455	02/27/2026
		0405 -FEB 1	weck lab-PFAS lab results-	02/10/2026	80.00	.00	80.00	59455	02/27/2026
		0413 -FEB 1	Amazon-H2O Meter- Clear	02/10/2026	113.00	.00	113.00	59455	02/27/2026
		0488 -FEB 1	paper wise-Shredding-ps	02/10/2026	200.00	.00	200.00	59455	02/27/2026
		0488 -FEB 1	lowes-Wood- Shelves- Gar	02/10/2026	120.92	.00	120.92	59455	02/27/2026
		0488 -FEB 1	target-Garage Storage-ps	02/10/2026	178.99	.00	178.99	59455	02/27/2026
		0488 -FEB 1	dickeys-Food- Pinning-ps	02/10/2026	657.89	.00	657.89	59455	02/27/2026
		0512 -FEB 1	Amazon-Paper Towels-ps	02/10/2026	106.90	.00	106.90	59455	02/27/2026
		0512 -FEB 1	Amazon-Office Shelves-ps	02/10/2026	64.38	.00	64.38	59455	02/27/2026
		0512 -FEB 1	Amazon-Shelving- Patrol R	02/10/2026	398.48	.00	398.48	59455	02/27/2026
		0512 -FEB 1	Amazon-Desks- Supr Off-p	02/10/2026	305.96	.00	305.96	59455	02/27/2026
		0512 -FEB 1	Amazon-Credit-Damaged	02/10/2026	76.49-	.00	76.49-	59455	02/27/2026
		0512 -FEB 1	walmart-Comp Equip- Patr	02/10/2026	171.28	.00	171.28	59455	02/27/2026
		0512 -FEB 1	Amazon-Keyboard & Mous	02/10/2026	95.98	.00	95.98	59455	02/27/2026
		0512 -FEB 1	canva-Canva-ps	02/10/2026	15.00	.00	15.00	59455	02/27/2026
		0512 -FEB 1	Amazon-Unifrom Boots-ps	02/10/2026	70.93	.00	70.93	59455	02/27/2026
		0512 -FEB 1	team dog virtual-K9 Food-p	02/10/2026	181.96	.00	181.96	59455	02/27/2026
		0512 -FEB 1	Amazon-Med Supplies-ps	02/10/2026	51.86	.00	51.86	59455	02/27/2026
		0512 -FEB 1	cmi-Intoxilyzer Mouth Pcs-	02/10/2026	115.53	.00	115.53	59455	02/27/2026
		0512 -FEB 1	cmi-Intoxilyzer Mouth Pcs-	02/10/2026	2.44-	.00	2.44-	59455	02/27/2026
		0512 -FEB 1	Amazon-Cabinets-Patrol R	02/10/2026	52.99	.00	52.99	59455	02/27/2026
		0512 -FEB 1	grease monkey-Oil Change	02/10/2026	170.45	.00	170.45	59455	02/27/2026
		0512 -FEB 1	Amazon-Comp Cords-ps	02/10/2026	124.67	.00	124.67	59455	02/27/2026
		0538 -FEB 1	city-market-Anniverary-CC-	02/10/2026	32.36	.00	32.36	59455	02/27/2026
		0538 -FEB 1	costco-Pancake Mix-MA 25	02/10/2026	9.99	.00	9.99	59455	02/27/2026
		0538 -FEB 1	mcdonalds-PS Bday -admi	02/10/2026	8.86	.00	8.86	59455	02/27/2026
		0538 -FEB 1	copy copy-Liquor Lic Poste	02/10/2026	53.00	.00	53.00	59455	02/27/2026
		0538 -FEB 1	walmart-RF Keyboard-Fork	02/10/2026	58.32	.00	58.32	59455	02/27/2026
		0538 -FEB 1	iprint tech-ink-admin	02/10/2026	542.00	.00	542.00	59455	02/27/2026
		0538 -FEB 1	personalcreations.com-ink-	02/10/2026	50.15	.00	50.15	59455	02/27/2026
		0538 -FEB 1	costco-Off Supp-admin	02/10/2026	233.37	.00	233.37	59455	02/27/2026
		0538 -FEB 1	fspcgfoa-Econ Update-adm	02/10/2026	65.00	.00	65.00	59455	02/27/2026
		0538 -FEB 1	4imprint-US 250/CO 150 M	02/10/2026	667.44	.00	667.44	59455	02/27/2026
		0538 -FEB 1	walmart-BOCC-admin	02/10/2026	12.29	.00	12.29	59455	02/27/2026
		0538 -FEB 1	Amazon-Flags-Downtown-	02/10/2026	346.39	.00	346.39	59455	02/27/2026
		0538 -FEB 1	Amazon-Suit Jackets-admi	02/10/2026	111.86	.00	111.86	59455	02/27/2026
		0538 -FEB 1	costco-Trash bags-trash	02/10/2026	161.94	.00	161.94	59455	02/27/2026
		0546 -FEB 1	fspcgfoa-CGFOA Class-ad	02/10/2026	40.00	.00	40.00	59455	02/27/2026
		0553 -FEB 1	conoco-Gas-prks	02/10/2026	34.02	.00	34.02	59455	02/27/2026
		0561 -FEB 1	grease monkey-Oil Change	02/10/2026	108.78	.00	108.78	59455	02/27/2026
		0579 -FEB 1	rifle chiro-CDL Phys-RV-str	02/10/2026	124.60	.00	124.60	59455	02/27/2026
		0579 -FEB 1	tractor supply-Boiler Parts-	02/10/2026	25.98	.00	25.98	59455	02/27/2026
		0579 -FEB 1	lowes-Tools-strts	02/10/2026	59.96	.00	59.96	59455	02/27/2026
		0579 -FEB 1	harbor freight-Tools-strts	02/10/2026	52.17	.00	52.17	59455	02/27/2026
		0579 -FEB 1	lowes-Clamp-strts	02/10/2026	5.68	.00	5.68	59455	02/27/2026
		2979 -FEB 1	conoco-Gas-Lucy Upson-p	02/10/2026	3.09	.00	3.09	59455	02/27/2026
		2979 -FEB 1	grease monkey-Oil Change	02/10/2026	122.99	.00	122.99	59455	02/27/2026
		2987 -FEB 1	jj dog supplies-K9 Equip-ps	02/10/2026	263.99-	.00	263.99-	59455	02/27/2026
		2987 -FEB 1	ray allen manu-K9 Equip-p	02/10/2026	291.72	.00	291.72	59455	02/27/2026
		4637 -FEB 1	city-market-Food-Pinning-p	02/10/2026	61.79	.00	61.79	59455	02/27/2026
		4637 -FEB 1	city-market-Food-Pinning-p	02/10/2026	12.40	.00	12.40	59455	02/27/2026
		6129 -FEB 1	Amazon-W2 Envelopes-ad	02/10/2026	58.20	.00	58.20	59455	02/27/2026
		6129 -FEB 1	Amazon-Keurig- Upstairs-a	02/10/2026	99.00	.00	99.00	59455	02/27/2026
		6543 -FEB 1	grease monkey-Oil Change	02/10/2026	122.99	.00	122.99	59455	02/27/2026

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		6723 -FEB 1	park sun-Pickleball Nets-re	02/10/2026	63.98	.00	63.98	59455	02/27/2026
		6723 -FEB 1	Amazon-Printer-rec	02/10/2026	67.89	.00	67.89	59455	02/27/2026
		6723 -FEB 1	chipotle-Lunch-rec	02/10/2026	46.45	.00	46.45	59455	02/27/2026
		6723 -FEB 1	dicks-Equip-rec	02/10/2026	205.34	.00	205.34	59455	02/27/2026
		6723 -FEB 1	dicks-Equip-rec	02/10/2026	228.81	.00	228.81	59455	02/27/2026
		6723 -FEB 1	dicks-Equip-rec	02/10/2026	250.21	.00	250.21	59455	02/27/2026
		6723 -FEB 1	city-market-Cooking Class-	02/10/2026	15.16	.00	15.16	59455	02/27/2026
		6723 -FEB 1	city-market-Afterschool-rec	02/10/2026	116.75	.00	116.75	59455	02/27/2026
		6723 -FEB 1	city-market-Cleaning Supp-	02/10/2026	35.24	.00	35.24	59455	02/27/2026
		6723 -FEB 1	park sun-Pickleball Nets-pr	02/10/2026	64.00	.00	64.00	59455	02/27/2026
		6723 -FEB 1	park sun-Pickleball Nets-str	02/10/2026	64.00	.00	64.00	59455	02/27/2026
		6723 -FEB 1	park sun-Pickleball Nets-wt	02/10/2026	64.00	.00	64.00	59455	02/27/2026
		6723 -FEB 1	park sun-Pickleball Nets-w	02/10/2026	64.00	.00	64.00	59455	02/27/2026
		7581 -FEB 1	Amazon-Clock Batt-strts	02/10/2026	50.69	.00	50.69	59455	02/27/2026
		7581 -FEB 1	bailey intl-Fluid Gauge-strts	02/10/2026	49.23	.00	49.23	59455	02/27/2026
		7581 -FEB 1	Amazon-Oil-strts	02/10/2026	161.94	.00	161.94	59455	02/27/2026
		7581 -FEB 1	homedepot-Ladder-strts	02/10/2026	515.05	.00	515.05	59455	02/27/2026
		7581 -FEB 1	lowes-Off Blinds-strts	02/10/2026	17.56	.00	17.56	59455	02/27/2026
		7581 -FEB 1	Amazon-Fuel-strts	02/10/2026	9.93	.00	9.93	59455	02/27/2026
		7599 -FEB 1	conoco-Fuel-strts	02/10/2026	64.62	.00	64.62	59455	02/27/2026
		7748 -FEB 1	Amazon-Off Equipment-rec	02/10/2026	309.99	.00	309.99	59455	02/27/2026
		7748 -FEB 1	Amazon-Cords- Audio Sys-	02/10/2026	26.58	.00	26.58	59455	02/27/2026
		7748 -FEB 1	lowes-Light /Air Filters-rec	02/10/2026	144.24	.00	144.24	59455	02/27/2026
		7748 -FEB 1	conoco-Gas-prks	02/10/2026	55.50	.00	55.50	59455	02/27/2026
		7748 -FEB 1	Amazon-Disc Golf Flags-pr	02/10/2026	207.09	.00	207.09	59455	02/27/2026
		7748 -FEB 1	Amazon-Disc Golf Basket-	02/10/2026	18.49	.00	18.49	59455	02/27/2026
		7748 -FEB 1	Amazon-Disc Golf Basket-	02/10/2026	6.99	.00	6.99	59455	02/27/2026
		7748 -FEB 1	Amazon-Disc golf baskets-	02/10/2026	109.90	.00	109.90	59455	02/27/2026
		7748 -FEB 1	lowes-PFW Flooring-prks	02/10/2026	77.90	.00	77.90	59455	02/27/2026
		7748 -FEB 1	lowes-Paint- Baseboards-p	02/10/2026	126.18	.00	126.18	59455	02/27/2026
		7748 -FEB 1	lowes-Faucet- PWF-prks	02/10/2026	160.67	.00	160.67	59455	02/27/2026
		7804 -FEB 1	grease monkey-Oil Change	02/10/2026	122.99	.00	122.99	59455	02/27/2026
		7812 -FEB 1	city-market-Office Water-ps	02/10/2026	7.50	.00	7.50	59455	02/27/2026
		7812 -FEB 1	city-market-Office Water-ps	02/10/2026	7.50	.00	7.50	59455	02/27/2026
		7812 -FEB 1	N.A rescue-Nasopharynge	02/10/2026	393.52	.00	393.52	59455	02/27/2026
		7812 -FEB 1	grease monkey-Oil Change	02/10/2026	146.98	.00	146.98	59455	02/27/2026
		8878 -FEB 1	lowes-Keyboards-ps	02/10/2026	113.66	.00	113.66	59455	02/27/2026
		8878 -FEB 1	big o -Tires SC-ps	02/10/2026	1,414.43	.00	1,414.43	59455	02/27/2026
		8878 -FEB 1	big o-Tax Refund-ps	02/10/2026	112.47-	.00	112.47-	59455	02/27/2026
		9322 -FEB 1	rifle chiro-CDL Phys-JP-ww	02/10/2026	125.00	.00	125.00	59455	02/27/2026
		9322 -FEB 1	Amazon-VFD Filters-wwtr	02/10/2026	179.44	.00	179.44	59455	02/27/2026
		9322 -FEB 1	Amazon-Sample Container	02/10/2026	56.26	.00	56.26	59455	02/27/2026
		9322 -FEB 1	walmart-Tape-wwtr	02/10/2026	6.84	.00	6.84	59455	02/27/2026
		9322 -FEB 1	indigowater-Training-JP-w	02/10/2026	60.00	.00	60.00	59455	02/27/2026
		9322 -FEB 1	indigowater-Training-JP-w	02/10/2026	40.00	.00	40.00	59455	02/27/2026
Total 377:					16,122.71	.00	16,122.71		
475	American Fidelity Assuranc	D939738	02.2026 supp insurance pr	02/01/2026	1,859.30	.00	1,859.30	59457	02/27/2026
Total 475:					1,859.30	.00	1,859.30		
476	American Fidelity Assuranc	2711702	02.2026 flex spending	02/01/2026	712.46	.00	712.46	59403	02/12/2026
Total 476:					712.46	.00	712.46		
485	American Leak Detection C	00550415	leak detection CVRPS-wtr	02/09/2026	1,000.00	.00	1,000.00	59458	02/27/2026

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 485:					1,000.00	.00	1,000.00		
497	Alsco, Inc	LGRA312711	mops, mats-rec	02/19/2026	98.26	.00	98.26	59456	02/27/2026
Total 497:					98.26	.00	98.26		
525	American Water Works Ass	SO272877	member #03684171-2026	02/01/2026	221.50	.00	221.50	59459	02/27/2026
		SO272877	member #03684171-2026	02/01/2026	221.50	.00	221.50	59459	02/27/2026
Total 525:					443.00	.00	443.00		
957	Barco Products Co.	SORCO9911	Rippy Park trash cans & ta	02/11/2026	4,635.35	.00	4,635.35	59460	02/27/2026
Total 957:					4,635.35	.00	4,635.35		
1897	Caselle, Inc.	INV-16339	software support-b&p	02/03/2026	164.70	.00	164.70	59405	02/12/2026
		INV-16339	softwre support-admin	02/03/2026	164.70	.00	164.70	59405	02/12/2026
		INV-16339	software support-court	02/03/2026	98.82	.00	98.82	59405	02/12/2026
		INV-16339	software support-rec	02/03/2026	115.29	.00	115.29	59405	02/12/2026
		INV-16339	software support-pks	02/03/2026	115.29	.00	115.29	59405	02/12/2026
		INV-16339	software supoort-sts	02/03/2026	164.70	.00	164.70	59405	02/12/2026
		INV-16339	software support-water	02/03/2026	411.75	.00	411.75	59405	02/12/2026
		INV-16339	software support-w/wtr	02/03/2026	411.75	.00	411.75	59405	02/12/2026
Total 1897:					1,647.00	.00	1,647.00		
1961	CEBT	INV 0081209	03.2026 health insurance p	02/11/2026	77,983.35	.00	77,983.35	59406	02/12/2026
Total 1961:					77,983.35	.00	77,983.35		
1965	Cedar Networks	363928	02.2026 internet service-T	02/01/2026	180.00	.00	180.00	59407	02/12/2026
		363929	02.2026 internet service-re	02/01/2026	180.00	.00	180.00	59407	02/12/2026
		363932	02.2026 internet service-ps	02/01/2026	90.00	.00	90.00	59407	02/12/2026
		363932	02.2026 internet service-T	02/01/2026	45.00	.00	45.00	59407	02/12/2026
		363932	02.2026 internet service-w/	02/01/2026	45.00	.00	45.00	59407	02/12/2026
		363986	02.2026 internet service-m	02/01/2026	90.00	.00	90.00	59407	02/12/2026
Total 1965:					630.00	.00	630.00		
1993	CenturyLink	333763231 0	01.2026 fax line-ps	01/19/2026	88.29	.00	88.29	59408	02/12/2026
		334014956 0	01.2026 fax line-wtp	01/19/2026	183.74	.00	183.74	59408	02/12/2026
Total 1993:					272.03	.00	272.03		
2206	Class 5 Boiler & Air	01397	furnace & heat pump at TH	01/29/2026	1,760.54	.00	1,760.54	59461	02/27/2026
Total 2206:					1,760.54	.00	1,760.54		
2261	Co Dept of Public Hlth & E	WU26117682	annual wwtp permit-wwtr	12/31/2025	976.00	.00	976.00	59462	02/27/2026
Total 2261:					976.00	.00	976.00		
2330	Coal Ridge Cheer	CR CHEER	CR Youth Cheer Camp Win	02/09/2026	792.00	.00	792.00	59409	02/12/2026
Total 2330:					792.00	.00	792.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
2414	Collins, John P.C.	PROSECUT	02.2026 prosecutor fee-mu	02/10/2026	600.00	.00	600.00	59410	02/12/2026
Total 2414:					600.00	.00	600.00		
2497	Colorado Analytical Lab	260122102	lab testing-wtr	01/29/2026	105.00	.00	105.00	59411	02/12/2026
Total 2497:					105.00	.00	105.00		
2575	Colorado Police Protective	13478	2026 membership dues-13	01/29/2026	780.00	.00	780.00	59463	02/27/2026
		13479	2026 legal defense-13 me	01/29/2026	2,015.00	.00	2,015.00	59463	02/27/2026
		13480	2026 liab ins-13 members-	01/29/2026	2,340.00	.00	2,340.00	59463	02/27/2026
Total 2575:					5,135.00	.00	5,135.00		
2583	Colorado River Valley Econ	2026-004	2026 CRVEDP contribution	01/29/2026	3,000.00	.00	3,000.00	59464	02/27/2026
Total 2583:					3,000.00	.00	3,000.00		
2653	Comcast	0203153 012	01.26-02.25.2026 internet-	01/26/2026	324.89	.00	324.89	59413	02/12/2026
Total 2653:					324.89	.00	324.89		
2729	Conoco Fleet	110354784	fuel-b&p	01/31/2026	43.85	.00	43.85	2112026	02/12/2026
		110354784	fuel-admin	01/31/2026	98.25	.00	98.25	2112026	02/12/2026
		110354784	fuel-ps	01/31/2026	2,824.98	.00	2,824.98	2112026	02/12/2026
		110354784	fuel-pks	01/31/2026	214.54	.00	214.54	2112026	02/12/2026
		110354784	fuel-sts	01/31/2026	577.45	.00	577.45	2112026	02/12/2026
		110354784	fuel-wtr	01/31/2026	318.49	.00	318.49	2112026	02/12/2026
		110354784	fuel-w/wtr	01/31/2026	324.33	.00	324.33	2112026	02/12/2026
Total 2729:					4,401.89	.00	4,401.89		
2749	Consolidated Electrical Dist	4983-108696	pipe-wtr	01/13/2026	60.21	.00	60.21	59414	02/12/2026
		4983-109197	electrical parts-wwtr	02/18/2026	42.27	.00	42.27	59465	02/27/2026
Total 2749:					102.48	.00	102.48		
2816	Core & Main, Inc.	INV0023905	BOD lab bottles & LDO pro	01/02/2026	2,062.24	.00	2,062.24	59415	02/12/2026
		INV0025814	fiber glass filters-wtr	01/28/2026	232.92	.00	232.92	59415	02/12/2026
		INV0026075	methanol-wtr	02/04/2026	30.10	.00	30.10	59415	02/12/2026
		INV0026442	lab supplies-wwtr	02/12/2026	293.52	.00	293.52	59466	02/27/2026
		INV0026479	lab supplies-wwtr	02/13/2026	57.65	.00	57.65	59466	02/27/2026
		Y489779	manhole cover-wwtr	02/05/2026	757.95	.00	757.95	59415	02/12/2026
Total 2816:					3,434.38	.00	3,434.38		
2881	Cox, Kelley	WALMART 0	Founders Day-rec	02/04/2026	303.25	.00	303.25	59416	02/12/2026
Total 2881:					303.25	.00	303.25		
2893	CPS Distributors, Inc	0024154107	return-Raw Wtr Irrig	12/31/2025	728.77-	.00	728.77-	59467	02/27/2026
		0025004312-	irrig for Rippy Park-AGNC	02/04/2026	1,451.45	.00	1,451.45	59467	02/27/2026
		0025005061-	Rippy Park-mock rock-AG	02/12/2026	211.53	.00	211.53	59467	02/27/2026
Total 2893:					934.21	.00	934.21		
3820	Enviro-Chem Analytical, In	14171336	lab tests-Acry,TPH,Areseni	01/28/2026	1,185.97	.00	1,185.97	59417	02/12/2026

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 3820:					1,185.97	.00	1,185.97		
3841	Epic Sports	MICRO SOC	micro soccer preK-2nd gra	02/11/2026	2,856.00	.00	2,856.00	59418	02/12/2026
Total 3841:					2,856.00	.00	2,856.00		
4253	Freedom Mailing Service, I	52280	Q1.2026 newsletter-admin	02/07/2026	23.04	.00	23.04	59468	02/27/2026
		52280	01.2026 util bills-water	02/07/2026	356.08	.00	356.08	59468	02/27/2026
		52280	01.2026 util bills-trash	02/07/2026	100.00	.00	100.00	59468	02/27/2026
		52280	01.2026 util bills-w/water	02/07/2026	356.08	.00	356.08	59468	02/27/2026
Total 4253:					835.20	.00	835.20		
4356	Garcia, Angel	147	champ basketball-rec	02/10/2026	286.00	.00	286.00	59419	02/12/2026
		147	champ volleyball-rec	02/10/2026	338.00	.00	338.00	59419	02/12/2026
		148	volleyball tshirts-rec	02/10/2026	198.00	.00	198.00	59419	02/12/2026
Total 4356:					822.00	.00	822.00		
4377	Garcia, Samuel & Leticia	FEBRUARY	02.2026 parking lot rent	02/01/2026	500.00	.00	500.00	59420	02/12/2026
Total 4377:					500.00	.00	500.00		
4413	Garfield Co Federal Minera	2024 GOY O	grant refund-pwf	02/10/2026	5,000.00	.00	5,000.00	59469	02/27/2026
Total 4413:					5,000.00	.00	5,000.00		
4461	Garfield County Treasurer	R085416 667	667 W Main property taxes	12/31/2025	382.20	.00	382.20	59470	02/27/2026
		R380163 212	335 W Main property taxes	12/31/2025	136.72	.00	136.72	59470	02/27/2026
Total 4461:					518.92	.00	518.92		
4493	Garfield Steel & Mach. Inc	00119253	plow parts-sts	01/28/2026	38.34	.00	38.34	59471	02/27/2026
Total 4493:					38.34	.00	38.34		
4673	Glenwood Springs Auto Pa	987437	headlights-wwtr	02/10/2026	34.18	.00	34.18	59472	02/27/2026
Total 4673:					34.18	.00	34.18		
4697	Glenwood Springs, City of	00780513	335 W Main demo-admin	12/22/2025	251.74	.00	251.74	59473	02/27/2026
		00780532	335 W Main demo-admin	12/22/2025	240.15	.00	240.15	59473	02/27/2026
Total 4697:					491.89	.00	491.89		
5633	Impressions of Aspen Inc.	47084	slips, storage boxes-admin	01/06/2026	82.95	.00	82.95	59422	02/12/2026
		47084	slips, storage boxes-wtr	01/06/2026	43.40	.00	43.40	59422	02/12/2026
		47084	slips, storage boxes-wwtr	01/06/2026	43.39	.00	43.39	59422	02/12/2026
		47086	file folders-admin	01/06/2026	24.81	.00	24.81	59422	02/12/2026
		47086	file folders-wtr	01/06/2026	24.81	.00	24.81	59422	02/12/2026
		47086	file folders-wwtr	01/06/2026	24.81	.00	24.81	59422	02/12/2026
Total 5633:					244.17	.00	244.17		
5681	Innermountain Dist. Co.	6025131	trash bags-rec	02/05/2026	188.67	.00	188.67	59423	02/12/2026

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 5681:					188.67	.00	188.67		
6037	Karp, Neu, Hanlon, P.C.	56239	12.2025 water legal-wtr	12/01/2025	174.00	.00	174.00	59425	02/12/2026
		57132	R2 minor & amend-dev rei	02/02/2026	815.00	.00	815.00	59425	02/12/2026
Total 6037:					989.00	.00	989.00		
6210	Koch, Julia	REIMB FOR	reimb for donation RF outd	02/01/2026	250.00	.00	250.00	59475	02/27/2026
Total 6210:					250.00	.00	250.00		
6500	LeMoine & Graves, P.C.	8454	01.2026 judicial services-m	02/01/2026	1,000.00	.00	1,000.00	59476	02/27/2026
Total 6500:					1,000.00	.00	1,000.00		
6693	Lowes Business Acct/SYN	033027 6 02/	golden shovel award for Ry	02/17/2026	25.93	.00	25.93	59478	02/27/2026
		033027 6 02/	fees-admin	02/17/2026	88.89	.00	88.89	59478	02/27/2026
Total 6693:					114.82	.00	114.82		
6755	MA Quality Builders LLC	6 WWTP	Wastewater Offices-FMLD	02/03/2026	113,392.32	.00	113,392.32	59427	02/12/2026
Total 6755:					113,392.32	.00	113,392.32		
6847	Mallory Safety & Supply LL	6286563	RKIIN desplay-wwtr	01/02/2026	122.04	.00	122.04	59428	02/12/2026
Total 6847:					122.04	.00	122.04		
7345	Micro Plastics	155474	keychains-admin	02/05/2026	300.00	.00	300.00	59429	02/12/2026
Total 7345:					300.00	.00	300.00		
7593	Mountain Chevrolet LLC	5033967	hub cap-wtr	02/01/2026	78.49	.00	78.49	59479	02/27/2026
Total 7593:					78.49	.00	78.49		
7637	Mountain Waste & Recyclin	5963258	01.2026 residential trash s	01/31/2026	54,114.32	.00	54,114.32	59430	02/12/2026
		5964862V32	trash-TH	02/01/2026	42.82	.00	42.82	59430	02/12/2026
		5964862V32	trash-rec	02/01/2026	178.80	.00	178.80	59430	02/12/2026
		5964862V32	trash-pwf	02/01/2026	372.19	.00	372.19	59430	02/12/2026
		5964862V32	porta jons-wwtr	02/01/2026	1,254.75	.00	1,254.75	59430	02/12/2026
		5964862V32	trash-wwtr	02/01/2026	145.04	.00	145.04	59430	02/12/2026
		5967398V32	wood dumpster-trash	02/01/2026	1,555.15	.00	1,555.15	59480	02/27/2026
		5970514V32	porta jons-construction W	02/01/2026	240.00	.00	240.00	59430	02/12/2026
		5973082V32	recycle-museum	02/01/2026	47.00	.00	47.00	59430	02/12/2026
Total 7637:					57,950.07	.00	57,950.07		
7749	Murr Welding & Design Inc.	18729	fix pump-CVR pump statio	01/27/2026	133.75	.00	133.75	59431	02/12/2026
Total 7749:					133.75	.00	133.75		
7909	New Castle Chamber of Co	2026-100	2026 chamber support	02/15/2026	7,000.00	.00	7,000.00	59481	02/27/2026
Total 7909:					7,000.00	.00	7,000.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
8025	Newman Signs, Inc	TRFINV0654	street signs-sts	01/29/2026	1,145.00	.00	1,145.00	59482	02/27/2026
Total 8025:					1,145.00	.00	1,145.00		
8209	Oldcastle SW Group, Inc	1665068	road base-wtr	12/31/2025	942.48	.00	942.48	59432	02/12/2026
Total 8209:					942.48	.00	942.48		
8357	Paper Wise	000151-R-00	doc shredding-admin	02/01/2026	90.00	.00	90.00	59433	02/12/2026
Total 8357:					90.00	.00	90.00		
8440	PEAC Solutions	41589885	copier lease-b&p	02/08/2026	104.59	.00	104.59	59484	02/27/2026
		41589885	copier lease-admin	02/08/2026	104.59	.00	104.59	59484	02/27/2026
		41589885	copier lease-rec	02/08/2026	104.59	.00	104.59	59484	02/27/2026
		41589885	copier lease-wtr	02/08/2026	104.59	.00	104.59	59484	02/27/2026
		41589885	copier lease-wwtr	02/08/2026	104.58	.00	104.58	59484	02/27/2026
		41589886	copier lease-ps	02/08/2026	177.83	.00	177.83	59484	02/27/2026
Total 8440:					700.77	.00	700.77		
8609	Pinnacol Assurance	INV-2299153	workers comp ins-bldg/plan	02/09/2026	217.08	.00	217.08	59434	02/12/2026
		INV-2299153	workers comp ins-admin	02/09/2026	573.96	.00	573.96	59434	02/12/2026
		INV-2299153	workers comp ins-ps	02/09/2026	2,253.68	.00	2,253.68	59434	02/12/2026
		INV-2299153	workers comp ins-court	02/09/2026	19.52	.00	19.52	59434	02/12/2026
		INV-2299153	workers comp ins-town mai	02/09/2026	65.28	.00	65.28	59434	02/12/2026
		INV-2299153	workers comp ins-rec	02/09/2026	345.25	.00	345.25	59434	02/12/2026
		INV-2299153	workers comp ins-pks	02/09/2026	426.58	.00	426.58	59434	02/12/2026
		INV-2299153	workers comp ins-sts	02/09/2026	521.53	.00	521.53	59434	02/12/2026
		INV-2299153	workers comp ins-water	02/09/2026	723.12	.00	723.12	59434	02/12/2026
		INV-2299153	workers comp ins-w/water	02/09/2026	712.78	.00	712.78	59434	02/12/2026
Total 8609:					5,858.78	.00	5,858.78		
8615	Pioneer Athletics & MTP	INV-283620	field lining machines-rec	02/18/2026	735.68	.00	735.68	59485	02/27/2026
Total 8615:					735.68	.00	735.68		
8641	Pitney Bowes - Purchase P	03082026	postage-b&p	02/08/2026	58.77	.00	58.77	3082026	02/27/2026
		03082026	postage-admin	02/08/2026	33.18	.00	33.18	3082026	02/27/2026
		03082026	postage-ps	02/08/2026	22.82	.00	22.82	3082026	02/27/2026
		03082026	postage-muni court	02/08/2026	26.52	.00	26.52	3082026	02/27/2026
		03082026	postage-rec	02/08/2026	75.98	.00	75.98	3082026	02/27/2026
		03082026	postage-sts	02/08/2026	75.97	.00	75.97	3082026	02/27/2026
		03082026	postage-wtr	02/08/2026	53.88	.00	53.88	3082026	02/27/2026
		03082026	postage-w/wtr	02/08/2026	53.88	.00	53.88	3082026	02/27/2026
Total 8641:					401.00	.00	401.00		
8646	SunCentral LLC	D79DBF15	12.2025 solar-admin	12/31/2025	27.29	.00	27.29	59436	02/12/2026
		D79DBF15	12.2025 solar-rec	12/31/2025	89.17	.00	89.17	59436	02/12/2026
		D79DBF15	12.2025 solar-pks	12/31/2025	25.69	.00	25.69	59436	02/12/2026
		D79DBF15	12.2025 solar-sts	12/31/2025	39.88	.00	39.88	59436	02/12/2026
		D79DBF15	12.2025 solar-sts lights	12/31/2025	103.10	.00	103.10	59436	02/12/2026
		D79DBF15	12.2025 solar-town hall	12/31/2025	27.29	.00	27.29	59436	02/12/2026
		D79DBF15	12.2025 solar-wtr	12/31/2025	1,383.73	.00	1,383.73	59436	02/12/2026
		D79DBF15	12.2025 solar-raw water	12/31/2025	329.88	.00	329.88	59436	02/12/2026

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		D79DBF15	12.2025 solar-town hall	12/31/2025	27.29	.00	27.29	59436	02/12/2026
		D79DBF15	12.2025 solar-wwtr	12/31/2025	4,488.77	.00	4,488.77	59436	02/12/2026
		D79DBF15	12.2025 solar-south utilities	12/31/2025	26.20	.00	26.20	59436	02/12/2026
Total 8646:					6,568.29	.00	6,568.29		
8733	Potestio Brothers Equipme	23854W	string trimmers & blowers-p	02/12/2026	1,485.36	.00	1,485.36	59486	02/27/2026
Total 8733:					1,485.36	.00	1,485.36		
9389	Rivendell Sod Farm	108942	seeds, sod & dirt-Rippy Par	02/13/2026	2,881.22	.00	2,881.22	59487	02/27/2026
Total 9389:					2,881.22	.00	2,881.22		
9477	Roaring Fork Rentals, Inc.	315907	lift rental for Christmas light	01/30/2026	555.00	.00	555.00	59435	02/12/2026
Total 9477:					555.00	.00	555.00		
9945	Schmueser, Gordon, Meyer	93128A-386	11.2025 eng fees-Coal Sea	01/01/2026	497.50	.00	497.50	59488	02/27/2026
Total 9945:					497.50	.00	497.50		
10879	Texas Life Insurance Comp	SM0F2R202	02.2026 premium - supp lif	02/12/2026	59.20	.00	59.20	59437	02/12/2026
Total 10879:					59.20	.00	59.20		
10907	The Law Office of Kip O'Co	0015	02.2026 asst. judge salary-	02/17/2026	1,000.00	.00	1,000.00	59489	02/27/2026
Total 10907:					1,000.00	.00	1,000.00		
10981	Timber Line Elect. & Contr	22862	alarm notification-wtr	01/14/2026	85.00	.00	85.00	59438	02/12/2026
		30718	electrical/programming-wwt	01/20/2026	265.00	.00	265.00	59438	02/12/2026
		30841	programming-wwtr	01/23/2026	490.00	.00	490.00	59438	02/12/2026
Total 10981:					840.00	.00	840.00		
11135	Trevizo, Mirelia	CLEANING 0	cleaning 01.18, 01.25 & 02.	02/09/2026	225.00	.00	225.00	59439	02/12/2026
		CLEANING 0	cleaning 02.15 & 02.22.202	02/24/2026	150.00	.00	150.00	59490	02/27/2026
Total 11135:					375.00	.00	375.00		
11345	Utility Notification Center-C	225120982	12.2025 locates-wtr	12/31/2025	28.08	.00	28.08	59491	02/27/2026
		225120982	12.2025 locates-w/wtr	12/31/2025	28.09	.00	28.09	59491	02/27/2026
		226010970	01.2026 locates-wtr	01/31/2026	46.22	.00	46.22	59440	02/12/2026
		226010970	01.2026 locates-w/wtr	01/31/2026	46.22	.00	46.22	59440	02/12/2026
Total 11345:					148.61	.00	148.61		
11493	Verizon Wireless	6135125565	02.2026 cell phones-b&p	02/03/2026	75.92	.00	75.92	59441	02/12/2026
		6135125565	02.2026 cell phones-admin	02/03/2026	37.96	.00	37.96	59441	02/12/2026
		6135125565	02.2026 cell phones-ps	02/03/2026	751.66	.00	751.66	59441	02/12/2026
		6135125565	02.2026 cell phones-rec	02/03/2026	77.97	.00	77.97	59441	02/12/2026
		6135125565	02.2026 cell phones-pks	02/03/2026	131.61	.00	131.61	59441	02/12/2026
		6135125565	02.2026 cell phones-sts	02/03/2026	191.85	.00	191.85	59441	02/12/2026
		6135125565	02.2026 cell phones-water	02/03/2026	161.64	.00	161.64	59441	02/12/2026
		6135125565	02.2026 cell phones-w/wat	02/03/2026	161.61	.00	161.61	59441	02/12/2026

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 11493:					1,590.22	.00	1,590.22		
11917	Western Slope Materials, L	68769	winter sanding materials-st	12/20/2025	3,362.24	.00	3,362.24	59442	02/12/2026
Total 11917:					3,362.24	.00	3,362.24		
11929	Western Slope Trailer Sale	84773	trailer parts-sts	02/24/2026	800.00	.00	800.00	59492	02/27/2026
Total 11929:					800.00	.00	800.00		
12184	Xcel Energy (335 W Main)	53-00153922	02.2026 utilities-335 W Mai	02/10/2026	6.04	.00	6.04	10000004	02/12/2026
Total 12184:					6.04	.00	6.04		
12186	Xcel Energy (Evidence Bay	53-00136920	02.2026 utilities-Evidence	02/20/2026	84.91	.00	84.91	10000005	02/27/2026
Total 12186:					84.91	.00	84.91		
12187	Xcel Energy (EV)	53-00128848	02.2026 utilities-EV chargin	02/19/2026	276.94	.00	276.94	10000004	02/27/2026
Total 12187:					276.94	.00	276.94		
12188	Xcel Energy (Museum)	53-116911-8	02.2026 utilities-museum	02/19/2026	137.00	.00	137.00	10000005	02/27/2026
Total 12188:					137.00	.00	137.00		
12190	Xcel Energy (Black Light)	53-00151347	02.2026 utilities - Black Lig	02/18/2026	130.09	.00	130.09	10000004	02/27/2026
Total 12190:					130.09	.00	130.09		
12193	Xpress Bill Pay	INV-XPR032	01.2026 cc fees-wtr	01/31/2026	579.27	.00	579.27	59443	02/12/2026
		INV-XPR032	01.2026 cc fees-w/wtr	01/31/2026	579.27	.00	579.27	59443	02/12/2026
Total 12193:					1,158.54	.00	1,158.54		
12213	Broadvoice	1236582	02.2026 phone svc-admin	02/12/2026	409.94	.00	409.94	59404	02/12/2026
		1236582	02.2026 phone svc-ps	02/12/2026	163.57	.00	163.57	59404	02/12/2026
		1236582	02.2026 phone svc-rec	02/12/2026	100.67	.00	100.67	59404	02/12/2026
		1236582	02.2026 phone svc-pks	02/12/2026	75.50	.00	75.50	59404	02/12/2026
		1236582	02.2026 phone svc-sts	02/12/2026	75.50	.00	75.50	59404	02/12/2026
		1236582	02.2026 phone svc-wtr	02/12/2026	309.23	.00	309.23	59404	02/12/2026
		1236582	02.2026 phone svc-wwtr	02/12/2026	309.23	.00	309.23	59404	02/12/2026
Total 12213:					1,443.64	.00	1,443.64		
12233	Your Parts Haus	811243	oil-sts	01/26/2026	70.79	.00	70.79	59444	02/12/2026
		811613	oil filters-wwtr	01/29/2026	63.74	.00	63.74	59444	02/12/2026
		812800	antifreeze-wtr	02/09/2026	225.93	.00	225.93	59493	02/27/2026
		813217	oil filters-wtr	02/12/2026	114.34	.00	114.34	59493	02/27/2026
		813890	oil filters-wwtr	02/19/2026	46.24	.00	46.24	59493	02/27/2026
Total 12233:					521.04	.00	521.04		
12269	Zancanella and Associates,	32933	01.2026 eng acctg-water	02/13/2026	1,344.00	.00	1,344.00	59494	02/27/2026

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 12269:					1,344.00	.00	1,344.00		
12374	IronEdge Group	IEG-63934	IT support svcs-b&p	02/01/2026	284.80	.00	284.80	59424	02/12/2026
		IEG-63934	IT support svcs-admin	02/01/2026	339.20	.00	339.20	59424	02/12/2026
		IEG-63934	IT support svcs-ps	02/01/2026	307.20	.00	307.20	59424	02/12/2026
		IEG-63934	IT support svcs-rec	02/01/2026	323.20	.00	323.20	59424	02/12/2026
		IEG-63934	IT support svcs-pks	02/01/2026	284.80	.00	284.80	59424	02/12/2026
		IEG-63934	IT support svcs-sts	02/01/2026	345.60	.00	345.60	59424	02/12/2026
		IEG-63934	IT support svcs-wtr	02/01/2026	659.20	.00	659.20	59424	02/12/2026
		IEG-63934	IT support svcs-w/wtr	02/01/2026	656.00	.00	656.00	59424	02/12/2026
		IEG-63973	comp battery backup-ps	01/28/2026	245.82	.00	245.82	59424	02/12/2026
		IEG-64226	IT support svcs-b&p	01/31/2026	192.77	.00	192.77	59424	02/12/2026
		IEG-64226	IT support svcs-admin	01/31/2026	229.60	.00	229.60	59424	02/12/2026
		IEG-64226	IT support svcs-ps	01/31/2026	207.94	.00	207.94	59424	02/12/2026
		IEG-64226	IT support svcs-rec	01/31/2026	218.77	.00	218.77	59424	02/12/2026
		IEG-64226	IT support svcs-pks	01/31/2026	192.77	.00	192.77	59424	02/12/2026
		IEG-64226	IT support svcs-sts	01/31/2026	233.93	.00	233.93	59424	02/12/2026
		IEG-64226	IT support svcs-wtr	01/31/2026	446.20	.00	446.20	59424	02/12/2026
		IEG-64226	IT support svcs-w/wtr	01/31/2026	444.02	.00	444.02	59424	02/12/2026
		IEG-64915	IT support svcs-b&p	02/27/2026	192.77	.00	192.77	59474	02/27/2026
		IEG-64915	IT support svcs-admin	02/27/2026	229.60	.00	229.60	59474	02/27/2026
		IEG-64915	IT support svcs-ps	02/27/2026	207.94	.00	207.94	59474	02/27/2026
		IEG-64915	IT support svcs-rec	02/27/2026	218.77	.00	218.77	59474	02/27/2026
		IEG-64915	IT support svcs-pks	02/27/2026	192.77	.00	192.77	59474	02/27/2026
		IEG-64915	IT support svcs-sts	02/27/2026	233.93	.00	233.93	59474	02/27/2026
		IEG-64915	IT support svcs-wtr	02/27/2026	446.20	.00	446.20	59474	02/27/2026
		IEG-64915	IT support svcs-w/wtr	02/27/2026	444.02	.00	444.02	59474	02/27/2026
Total 12374:					7,777.82	.00	7,777.82		
13224	Katherine Nicole Aguilar R	11172025	logo design, badge, poster	11/17/2025	249.00	.00	.00	59251	Multiple
		11172025	logo design, badge, poster	11/17/2025	249.00-				
		12312025	logo design, badge, poster	12/31/2025	415.00	.00	415.00	59426	02/12/2026
Total 13224:					415.00	.00	415.00		
13269	Colorado Art Restoration S	MAP OF NE	maps of New Castle restor	01/22/2026	1,260.00	.00	1,260.00	59412	02/12/2026
Total 13269:					1,260.00	.00	1,260.00		
13274	Nordic Refrigeration, Inc	IN-30516	fridge repair-rec	02/11/2026	472.08	.00	472.08	59483	02/27/2026
Total 13274:					472.08	.00	472.08		
13284	Hanging Lake Adventure C	R1QXBO	area managers meeting-ad	02/04/2026	479.00	.00	479.00	59421	02/12/2026
Total 13284:					479.00	.00	479.00		
13289	Lopez, Ana	REIMB SEC	reimb for sec deposit 02.07	02/07/2026	350.00	.00	350.00	59477	02/27/2026
Total 13289:					350.00	.00	350.00		
13294	All Dogs & Cats	8635	K9 annual wellness-ps	01/20/2026	306.08	.00	306.08	59454	02/27/2026
Total 13294:					306.08	.00	306.08		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Grand Totals:					367,634.33	.00	367,634.33		

Report Criteria:
Detail report type printed