



Town of New Castle
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New Castle, CO 81647

Administration Department
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Agenda

New Castle Planning & Zoning Commission Regular Meeting Wednesday, February 26, 2020, 7:00 p.m., Town Hall

Call to Order, Roll Call, Meeting Notice

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

Citizen Comments on Items NOT on Agenda

Public Hearing

- A. Amendments to New Castle Municipal Code sketch plan requirements
- B. Resolution PZ-2020-03 Consider Recommending Approval sketch plan amendments

Public Hearing – Continued from February 12, 2020

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

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

- Parcel A: A PARCEL OF LAND SITUATE IN THE NE1/4 SECTION 31 AND THE NW1/4 SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/16 CORNER BETWEEN SAID SECTIONS 29 AND 32 A REBAR AND ALUMINUM CAP LS NO. 36572 SET IN PLACE; THENCE S 01° 19' 34" E 1570.62 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF LINE CASTLE VALLEY BOULEVARD, AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE RECORDED JANUARY 9, 2001 UNDER RECEPTION NO. 574735, ALSO BEING A POINT ON THE EASTERLY BOUNDARY LINE OF CASTLE VALLEY RANCH PUD AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE RECORDED AUGUST 10, 1983 UNDER RECEPTION NO. 344590 THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAD RIGHT OF WAYS 01°19' 34" E AND ALONG SAID EASTERLY BOUNDARY LINE 1066.16 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID CASTLE VALLEY RANCH, P.U.D.; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING FOUR (4) COURSES: 1. N 89° 40' 24" W 1195.15 FEET; 2. N 00° 19' 36" E 120.00 FEET; 3. N 89° 40' 24" W 180.00 FEET; 4. N 00° 05'00" W 210.20 FEET; THENCE DEPARTING SAID

SOUTHERLY BOUNDARY LINE N 00° 05'00" W 983.59 FEET; THENCE S 89° 56' 5" W 552.43 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF CASTLE VALLEY RANCH, PA19A AND PA19B AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE RECORDED NOVEMBER 29, 2005 UNDER RECEPTION NO. 687288; THENCE N 40° 33' 51" E ALONG SAID EASTERLY BOUNDARY LINE 283.40 FEET; THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY LINE N 55° 43' 05" E 455.98 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF CASTLE VALLEY BOULEVARD; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 862.01 FEET; AN ARC LENGTH OF 591.51 FEET (CHORD BEARS S 61° 39' 09" E 579.98 FEET); THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1. S 81° 18' 39" E 261.25 FEET; 2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 719.98 FEET, AN ARC LENGTH OF 342.58 FEET (CHORD BEARS S 67° 40' 47" E 339.36 FEET); 3. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 115.42 FEET, AN ARC LENGTH OF 19.02 FEET (CHORD BEARS S 14° 30' 47" E 19.00 FEET); 4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 82.00 FEET, AN ARC LENGTH OF 110.68 FEET (CHORD BEARS S 48° 27' 33" E 102.47 FEET); 5. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 115.42 FEET, AN ARC LENGTH OF 20.06 FEET (CHORD BEARS S 82° 08' 49" E 20.03 FEET); 6. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 719.98 FEET, AN ARC LENGTH OF 57.30 FEET (CHORD BEARS S 41° 01' 02" E 57.29 FEET); 7. S 38° 44' 14" E 193.94 FEET TO THE POINT OF BEGINNING.

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

THENCE S 00° 05'00" E 983.59 FEET TO THE POINT OF BEGINNING
(a/k/a Assessor Account No. R043084.)

- Parcel C: A PARCEL OF LAND SITUATE IN THE SW1/4 SECTION 29, SE1/4 SECTION 30, THE NE1/4 SECTION 31 AND THE NW1/4 SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE 1/4 CORNER BETWEEN SAD SECTIONS 29 AND 30, A BLM BRASS CAP IN PLACE; THENCE S 27° 20' 37" E 2941.40 FEET TO A POINT ON THE WESTERLY LINE OF LAKOTA CANYON RANCH, FIRST AMENDED PLAT FLING NO. 1 AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE RECORDED JULY 18, 2003 UNDER RECEPTION NO. 632116, THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY LINE S 90° 00' 00" W 34.26 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET; AN ARC LENGTH OF 123.32 FEET, CHORD BEARS S 78° 13' 25" W 122.46 FEET; THENCE S 66° 26' 50" W 88.64 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 180.86 FEET, CHORD BEARS S 83° 43' 05" W 178.13 FEET; THENCE N 79° 00' 40" W 277.49 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 273.25 FEET, CHORD BEARS N 52° 55' 05" W 263.90 FEET; THENCE N 26° 49' 30" W 358.53 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET; AN ARC LENGTH OF 218.29 FEET, CHORD BEARS N 62° 33' 33" W 204.41 FEET; THENCE S 81° 42' 24" W 142.08 FEET; THENCE S 08° 42' 12" E 51.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 855.84 FEET, AN ARC LENGTH OF 209.29 FEET, CHORD BEARS S 15° 42' 32" E 208.77 FEET; THENCE S 65° 53' 03" W 97.34 FEET; THENCE S 81° 23' 34" W 266.32 FEET; THENCE S 51° 51' 16" W 126.84 FEET; THENCE S 36° 47' 12" W 88.30 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CASTLE VALLEY BOULEVARD AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE RECORDED JANUARY 9, 2001 UNDER RECEPTION NO. 574735; THENCE ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING NINE (9) COURSES: 1. S 34° 40' 33" E 927.02 FEET; 2. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 762.01 FEET, AN ARC LENGTH OF 620.22 FEET, CHORD BEARS S 57° 59' 36" E 603.25 FEET; 3. S 81° 18' 39" E 261.25 FEET; 4. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 819.98 FEET, AN ARC LENGTH OF 395.62 FEET, CHORD BEARS S 67° 29' 21" E 391.79 FEET; 5. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 140.42 FEET, AN ARC LENGTH OF 11.84 FEET, CHORD BEARS N 87° 15' 43" E 11.84 FEET; 6. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 86.00 FEET, AN ARC LENGTH OF 136.02 FEET; CHORD BEARS S 49° 50' 45" E 122.28 FEET; 7. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 170.42 FEET, AN ARC LENGTH OF 16.26 FEET, CHORD BEARS S 07° 16' 18" E 16.26 FEET; 8. ALONG THE ARC OF A CURVE TO THE RIGHT

HAVING A RADIUS OF 819.98 FEET, AN ARC LENGTH OF 70.54 FEET, CHORD BEARS S 41° 12' 06" E 70.52 FEET; 9. S 38° 44' 14" E 63.19 FEET TO A POINT ON SAID WESTERLY LINE OF LAKOTA CANYON RANCH, FIRST AMENDED PLAT FILING NO. 1 AS FLED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE RECORDED JULY 18, 2003 UNDER RECEPTION NO. 632116 UNDER RECEPTION NO. 632116; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING NINE (9) COURSES: 1. N 01° 19' 33" W 284.64 FEET; 2. N 00° 50' 46" W 298.08 FEET; 3. N 01° 24' 24" W 405.00 FEET; 4. N 01° 13' 24" W 135.00 FEET; 5. N 03° 05' 23" E 23.82 FEET; 6. N 01° 46' 46" W 247.13 FEET; 7. S 88° 47' 17" W 2.05 FEET; 8. N 01° 19' 33" W 12.43 FEET TO THE WEST 1/16 CORNER OF SECTIONS 29 AND 32 A REBAR AND ALUMINUM CAP LS NO. 36572 IN PLACE; 9. N 00° 55' 44" W 17.57 FEET TO THE POINT OF BEGINNING.

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

BEARING S 78° 13' 26" W A DISTANCE OF 122.45 FEET; 3. THENCE S 66° 26' 50" W A DISTANCE OF 88.64 FEET; 4. THENCE 180.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 34° 32' 30" AND A SUBTENDING CHORD BEARING S 83° 43' 05" W A DISTANCE OF 178.13 FEET; 5. THENCE N 79° 00' 40" W A DISTANCE 277.49 FEET; 6. THENCE 273.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 52° 11' 11" AND A SUBTENDING CHORD BEARING N 52° 55' 05" W A DISTANCE OF 263.90 FEET; 7. THENCE N 26° 49' 30" W A DISTANCE OF 358.53 FEET; 8. THENCE 218.29 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 71° 28' 06" AND SUBTENDING CHORD BEARING N 62° 33' 33" W A DISTANCE OF 204.41 FEET; 9. THENCE S 81° 42' 24" W DISTANCES OF 104.99 FEET TO A POINT ON THE EAST LINE OF THE NORTH WILD HORSE DRIVE RIGHT OF WAY AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED SEPTEMBER 25, 2007 UNDER RECEPTION NO. 733780; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID NORTH WILD HORSE DRIVE; 1. N 08° 42' 12" W A DISTANCE OF 17.22 FEET; 2. THENCE 390.97 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 668.49 FEET, A CENTRAL ANGLE OF 33° 30' 34" AND A SUBTENDING CHORD BEARING N 08° 03' 05" E A DISTANCE OF 385.42 FEET; 3. THENCE 228.11 FEET ALONG THE ARC OF A REVERSE CURVE HAVING A RADIUS OF 491.25 FEET, A CENTRAL ANGLE OF 26° 36' 20" AND SUBTENDING CHORD BEARING N 11° 30' 11" E A DISTANCE OF 226.07 FEET TO A POINT OF NON-TANGENCY; THENCE 103.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 23°50'00" AND A SUBTENDING CHORD BEARING S 79° 12' 35" E A DISTANCE OF 103.24 FEET; THENCE S 67° 17' 36" E A DISTANCE OF 131.42 FEET; THENCE S 30° 00' 58" W A DISTANCE OF 50.41 FEET; THENCE S 18° 54' 59" W A DISTANCE OF 221.52 FEET; THENCE S16° 07' 55" W A DISTANCE OF 50.00 FEET; THENCE 104.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 6° 08' 55" AND A SUBTENDING CHORD BEARING S 11° 34' 51" W A DISTANCE OF 104.04 FEET TO A POINT OF NON-TANGENCY; THENCE S 71° 43' 03" E A DISTANCE OF 57.57 FEET; THENCE S 63° 30' 38" E A DISTANCE OF 55.33 FEET; THENCE S 56° 40' 07" E A DISTANCE OF 55.13 FEET; THENCE S 44°48' 48" E A DISTANCE OF 174.82 FEET TO A POINT OF NON-TANGENCY; THENCE 30.23 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 6° 17' 51" AND A SUBTENDING CHORD BEARING N 42° 06' 34" E A DISTANCE OF 30,21 FEET; THENCE S 51° 02' 22" E A DISTANCE OF 247.25 FEET TO A POINT OF NON-TANGENCY; THENCE 102.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 481.00 FEET, A CENTRAL ANGLE OF 12° 15' 34" AND SUBTENDING CHORD BEARING N 54° 54' 14" E A DISTANCE OF 102.72 FEET; THENCE 122.69 FEET ALONG THE ARC OF A REVERSE CURVE HAVING A RADIUS OF 219.00 FEET, A CENTRAL ANGLE OF 32° 05' 53" AND A SUBTENDING CHORD

BEARING N 44° 59' 05" E A DISTANCE OF 121.09 FEET; THENCE N 28° 56' 08" E A DISTANCE OF 541.68 FEET; THENCE N 14° 00' 12" E A DISTANCE OF 22.45 FEET; THENCE N 00° 55' 44" W A DISTANCE OF 289.40 FEET; THENCE N 32° 41' 48" W A DISTANCE OF 88.46 FEET; THENCE N 00° 02' 34" W A DISTANCE OF 167.50 FEET; THENCE N 54° 50' 38" E A DISTANCE OF 173.10 FEET; THENCE S 89° 54' 27" E A DISTANCE OF 116.87 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE FOLLOWING PROPERTIES FROM ALL OF THE ABOVE: LOTS 1 THROUGH 19 AND OPEN SPACE, CASTLE VALLEY RANCH SUBDIVISION PA12, FILING 9, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 2007 UNDER RECEPTION NO. 733785; LOTS 1 THROUGH 17, CASTLE VALLEY RANCH SUBDIVISION PA13, FILING NO. 10, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 28, 2011 UNDER RECEPTION NO. 812500; LOTS 1A, 1B AND 1C, LOTS 2A, 2B AND 2C, AMENDED FINAL PLAT OF LOTS 1 AND 2 OF CASTLE VALLEY RANCH PA12, FILING NO. 9; LOTS 3A, 3B AND 3C, LOTS 14A, 14B AND 14C, AMENDED FINAL PLAT OF LOTS 3 AND 14 OF CASTLE VALLEY RANCH PA12, FILING NO.9; LOTS 4A, 4B AND 4C, LOTS 15A, 15B AND 15C, AMENDED FINAL PLAT OF LOTS 4 AND 15 OF CASTLE VALLEY RANCH PA12, FILING NO. 9; ALL THOSE STREETS AND PUBLIC RIGHTS OF WAY DEDICATED ON THE FINAL PLAT OF CASTLE VALLEY RANCH PA12, FILING NO.9; and ALL THOSE STREETS AND PUBLIC RIGHTS OF WAY DEDICATED ON THE FINAL PLAT OF CASTLE VALLEY RANCH PA13, FILING NO.10,

Common address: N/A

Applicant: CVR Investors, Inc. and its assigns

Landowner: CVR Investors, Inc.

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

Comments/Reports

- E. Items for Next Planning and Zoning Agenda
- F. Commission Comments/Reports
- G. Staff Reports

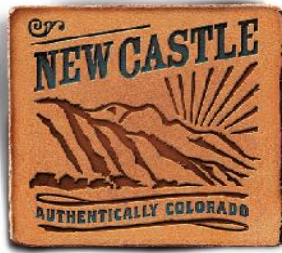
Review Minutes of Previous Meetings

- H. February 12, 2020 Minutes

Adjournment

Item Attachment Documents:

- A. Planners Memo Regarding Sketch Plan Amendment



**Town of New
Castle**
450 W. Main Street
PO Box 90
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Planning Department
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Memorandum

To: Planning Commission

From: Paul Smith

Re: Agenda Item – Code Amendment, PUD and Subdivision Sketch Plan Application Process, TC 2020-1

Date: 2-26-19

Purpose:

Per CRS 31-23-214, amendments to land use code require a public hearing with the Planning Commission. Ordinance TC 2020-1 considers improving the means of assessing the adequacy and compliance of sketch plan applications with Town regulations. The recommended changes generally include:

- A pre-application meeting requirement
- More robust submittal criteria
- An improved process for determining an application completeness
- A sketch review meeting with both PnZ and Council
- A community open house
- Defined approval expirations

One item of concern has been the addition of a community open house meeting. Though transparency with the land use process has been endorsed by all involved, the potential cost, added delays, and the perception that such meetings appear to delegate authority to residents may require that these meetings be reconsidered.

Staff plans to make similar modifications to later steps in the application process, namely changes to the code defining the procedures for preliminary and final applications. The end goal is procedural continuity and increased efficiency with the process.

Paul

Item Attachment Documents:

B. Draft Sketch Plan Amendments

TOWN OF NEW CASTLE, COLORADO
ORDINANCE NO. TC 2020-1

AN ORDINANCE OF THE NEW CASTLE TOWN COUNCIL AMENDING
SECTIONS 16.16.010 & 17.100.040 OF THE NEW CASTLE MUNICIPAL
CODE CONCERNING THE APPLICATION PROCESS FOR SUBDIVISION
AND PUD DEVELOPMENT SKETCH PLANS.

WHEREAS, Chapter 16.16.010 of the Town of New Castle (“Town”) municipal code (“Code”) sets forth the provisions and regulations for sketch plans relevant to subdivision applications; and

WHEREAS, Chapter 17.100.040 of the Code sets forth the provisions and regulations for sketch plans relevant to Planned Unit Development (“PUD”) applications; and

WHEREAS, sketch plans provide an opportunity for the Town to review and comment on the level of conformance with Town regulations and requirements before significant expense is incurred by the developer; and

WHEREAS, Town staff has determined that the current sketch plan requirements within Sections 16.16.010 & 17.100.040 are inadequate for assessing an application’s initial level of conformance with Town regulations and requirements; and

WHEREAS, Town staff has developed proposed amendments to Sections 16.16.010 & 17.100.040 of the Code that it believes will help staff, the Planning Commission, and Town Council better evaluate proposed development at the sketch plan level and streamline and reduce issues at the preliminary and final review levels; and

WHEREAS, the Planning Commission (“Commission”) held a workshop on November 14, 2019 to review the proposed changes to Sections 16.16.010 & 17.100.040 of the Code and is supportive of the same;

WHEREAS, the Town Council (“Council”) has considered the amendments to the Code set forth herein and now desires to approve the same.

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

1. Recitals. The foregoing recitals are incorporated by reference herein as findings and determinations of the Council.
2. Section 16.16.010 Amendment. Section 16.16.010 of the Town Municipal Code is hereby repealed in its entirety and reenacted as set forth below:

16.16.010 – Sketch Plan Requirements.

A. Purpose

All subdivisions of a single lot into six (6) or more lots or condominium units shall be deemed a major subdivision per Section 16.04.020. Any major subdivision land use proposal shall generally require a 3-step subdivision plat review – sketch, preliminary, and final – unless granted an exemption by the Town Administrator. The sketch review will assess: initial compliance with the Town Code, provisions for utilities and infrastructure, substantial conformance to the Comprehensive Plan, and any adverse impacts to the Town. At this initial step, no formal approvals are made. In instances of combined PUD/Subdivision development applications, both sketch plans shall be processed concurrently pursuant to 17.100.030.

B. Pre-Application Meeting

Prior to submission of a sketch plan application, the applicant and the Town Administrator or designated Town staff will conduct a pre-application meeting. Pre-application meetings are non-binding for all parties but are an opportunity for the Applicant to receive initial feedback about Code requirements and the Town's application process. Prior to the pre-application meeting, applicant shall provide a description of the project, conceptual drawings identifying proposed uses, zonings, and densities, and any additional information requested by the Town Administrator. A subsequent pre-application meeting may be required by the Town Administrator if a complete sketch 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.

C. Sketch Plan Submittal

The sketch plan application shall include the following:

1. Narrative of proposed development;
2. Topography;
3. Estimated number of residents, occupants, or employees, as applicable;
4. Water & sewer loads;
5. Number of dwelling units and/or non-residential square footage, including the number of bedrooms in any multi-family units;
6. Size of site;
7. Lot Sizes;
8. Density;
9. Approved & proposed land uses;
10. Location of proposed public and semi-public uses (dedicated and otherwise);
11. General circulation: entries and exits, roads, turn lanes, etc.;
12. Open space, trails, sidewalks, and/or parks; and
13. Site Plan showing approximate lot lines and general site layout, including the location of any existing structures.

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 applicant will be required to provide.

D. Completeness Determination

A completeness determination of the application will be made within fifteen (15) days after submission of the initial application materials. An application is deemed complete once all fees, signed documentation, and necessary review materials from section C are furnished. 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.

E. Review Process

The sketch plan application will be reviewed by both the Planning Commission and Town Council. The Applicant will be scheduled with the Planning Commission on the first available meeting date at least fifteen (15) days after the date that the sketch plat application is deemed complete pursuant to Section D, above. The application will be evaluated according to the following review topics:

- Consistency with the comprehensive plan;
- Compliance with zoning and density requirements;
- Compatibility to neighboring land uses;
- Availability of Town services from public works, fire, and police;
- Vehicle, bicycle, and pedestrian circulation; and
- Preservation of the natural character of the land;

The Commission shall direct any recommendations for the application to Council. At the first available meeting date after the Commission's review, the sketch plan shall be presented to Council with any comments and recommendations from the Commission and staff members. Council may make further comments and recommendations upon review of the application. Afterwards, the Applicant may elect either: 1.) to make revisions to the sketch plan for further review, or 2.) proceed directly to the preliminary application phase.

F. Community Open House

Prior to submitting a preliminary plat application, the Applicant shall conduct a community open house meeting regarding the sketch plan and any changes recommended by the Town. The open house is an occasion to share the project directly with residents and stakeholders. The Applicant shall notify all property owners within 250 feet of the proposed development by mail at least 15 days prior to the open house.

G. Duration of Sketch Plan

The sketch plan review conducted pursuant to this Section 16.16.010 will remain in effect for one year from the date Town Council reviews the application. If applicant does not submit a

preliminary plat application within said year, applicant may be required to submit a new sketch plan application before filing a preliminary plat application. Similarly, if applicant's preliminary plat application includes substantial and material (e.g. proposes new uses, higher density development, new or additional variances, etc.) changes from the original sketch plan, the Town Administrator may require the applicant to conduct a new sketch plan review.

3. Section 17.100.040 Amendment. Section 17.100.040 of the Town Municipal Code is hereby repealed in its entirety and reenacted as set forth below:

17.100.040 - Sketch Plan Requirements.

A. Purpose

Any PUD land use proposal shall generally require a 3-step review – sketch, preliminary, and final – unless granted an exemption by the Town Administrator. The sketch review will assess: initial compliance with the Town Code, provisions for utilities and infrastructure, substantial conformance to the Comprehensive Plan, and any adverse impacts to the Town. At this initial step, no formal approvals are made. In instances of combined PUD/Subdivision development applications, both sketch plans shall be processed concurrently pursuant to 17.100.030.

B. Pre-Application Meeting

Prior to submission of a sketch plan application, the applicant and the Town Administrator or designated Town staff will conduct a pre-application meeting. Pre-application meetings are non-binding for all parties, but are an opportunity for the Applicant to receive initial feedback about Code requirements and the Town's application process. Prior to the pre-application meeting, applicant shall provide a description of the project, conceptual drawings identifying proposed uses, zoning, and densities, and any additional information requested by the Town Administrator. A subsequent pre-application meeting may be required by the Town Administrator if a complete sketch 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.

C. Sketch Plan Submittal

The sketch plan application shall include the following:

1. Narrative of proposed development;
2. Topography;
3. Estimated number of residents or employees, as applicable;
4. Water & sewer loads;
5. Number of dwelling units and/or non-residential square footage, and the number of bedrooms in any multi-family residential unit;
6. Size of site;

7. Lot Sizes;
8. Density;
9. Approved & proposed land uses;
10. Location of proposed public and semi-public uses (dedicated and otherwise);
11. General circulation: entries and exits, roads, turn lanes, etc.;
12. Open space, trails, sidewalks, and/or parks; and
13. Site Plan showing approximate lot lines and general site layout, including the location of any existing structures.

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 applicant will be required to provide.

D. Completeness Determination

A completeness determination of the application will be made within fifteen (15) days after submission of the initial application materials. An application is deemed complete once all fees, signed documentation, and necessary review materials from section C are furnished. 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.

E. Review Process

The sketch plan application will be reviewed by both the Planning Commission and Town Council. The Applicant will be scheduled with the Planning Commission on the first available meeting date at least fifteen (15) days after the date that the sketch plan application is deemed complete pursuant to Section D, above. The application will be evaluated according to the following review topics:

- Consistency with the comprehensive plan;
- Compatibility of proposed zoning, density, and general development plan to neighboring land uses and applicable Town Code provisions;
- Availability of Town services from public works, fire, and police;
- Vehicle, bicycle, and pedestrian circulation; and
- Preservation of the natural character of the land;

The Commission shall direct any recommendations for the application to Council. At the first available meeting date after the Commission's review, the sketch plan shall be presented to Council with a summary of the comments and recommendations from the Commission and staff members. Council may make further comments and recommendations upon review of the application. Afterwards, the Applicant may elect either: 1.) to make revisions to the sketch plan for further review, or 2.) proceed directly to the preliminary application phase.

F. Community Open House

Prior to submitting a preliminary plan application, the Applicant shall conduct a community open house meeting regarding the sketch plan and any changes recommended by the Town. The open house is an occasion to share the project directly with residents and stakeholders. The Applicant shall notify all property owners within 250 feet of the proposed development by mail at least 15 days prior to the open house.

G. Duration of Sketch Plan

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

4. Effective Date. This Ordinance shall be effective fourteen days after final publication pursuant to section 4.3 of the Town Charter.

INTRODUCED on January 21, 2020, at which time copies were available to the Council and to those persons in attendance at the meeting, read by title, passed on first reading, and ordered published in full and posted in at least two public places within the Town as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the Town of New Castle, Colorado on February 4, 2020, read by title and number, passed without amendment, approved, and ordered published as required by the Charter.

TOWN OF NEW CASTLE, COLORADO

By: _____
Art Riddle, Mayor

ATTEST:

Melody Harrison, Town Clerk

Item Attachment Documents:

C. Resolution PZ 2020-03 - Sketch Plan Amendment

TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. PZ 2020-3

A RESOLUTION OF THE NEW CASTLE PLANNING AND ZONING
COMMISSION RECOMMENDING APPROVAL OF AMENDMENTS TO
SECTIONS 16.16.010 & 17.100.040 OF THE NEW CASTLE MUNICIPAL
CODE CONCERNING THE APPLICATION PROCESS FOR SUBDIVISION
AND PUD DEVELOPMENT SKETCH PLANS.

WHEREAS, Chapter 16.16.010 of the Town of New Castle (“Town”) municipal code (“Code”) sets forth the provisions and regulations for sketch plans relevant to subdivision applications; and

WHEREAS, Chapter 17.100.040 of the Code sets forth the provisions and regulations for sketch plans relevant to Planned Unit Development (“PUD”) applications; and

WHEREAS, sketch plans provide an opportunity for the Town to review and comment on the level of conformance with Town regulations and requirements before significant expense is incurred by the developer; and

WHEREAS, Town staff has determined that the current sketch plan requirements within Sections 16.16.010 & 17.100.040 are inadequate for assessing an application’s initial level of conformance with Town regulations and requirements; and

WHEREAS, Town staff has developed proposed amendments to Sections 16.16.010 & 17.100.040 of the Code as set forth in the draft ordinance attached hereto as Exhibit A; and

WHEREAS; Town staff believes the proposed amendments will help staff, the Planning & Zoning Commission (“Commission”), and Town Council better evaluate proposed development at the sketch plan level and streamline and reduce issues at the preliminary and final review levels; and

WHEREAS, pursuant to section 17.92.030(B) of the Code, the Planning Commission held a public hearing on February 12, 2020, to consider the proposed Code amendments; and

WHEREAS, based on the testimony and evidence presented at the hearing, the Commission now desires to recommend that Council approve the Code amendments set forth in Exhibit A.

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

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

2. Recommendation. The Commission approves of the changes to Code Sections 16.16.010 & 17.100.040 set forth in Exhibit A and recommends that Town Council adopt the same.

TOWN OF NEW CASTLE, COLORADO,
PLANNING & ZONING COMMISSION

By: _____
Chuck Apostolik, Chairman

ATTEST:

Mindy Andis, Deputy Town Clerk, CMC

EXHIBIT A

Draft Ordinance

TOWN OF NEW CASTLE, COLORADO ORDINANCE NO. TC 2020-1

AN ORDINANCE OF THE NEW CASTLE TOWN COUNCIL AMENDING SECTIONS 16.16.010 & 17.100.040 OF THE NEW CASTLE MUNICIPAL CODE CONCERNING THE APPLICATION PROCESS FOR SUBDIVISION AND PUD DEVELOPMENT SKETCH PLANS.

WHEREAS, Chapter 16.16.010 of the Town of New Castle (“Town”) municipal code (“Code”) sets forth the provisions and regulations for sketch plans relevant to subdivision applications; and

WHEREAS, Chapter 17.100.040 of the Code sets forth the provisions and regulations for sketch plans relevant to Planned Unit Development (“PUD”) applications; and

WHEREAS, sketch plans provide an opportunity for the Town to review and comment on the level of conformance with Town regulations and requirements before significant expense is incurred by the developer; and

WHEREAS, Town staff has determined that the current sketch plan requirements within Sections 16.16.010 & 17.100.040 are inadequate for assessing an application’s initial level of conformance with Town regulations and requirements; and

WHEREAS, Town staff has developed proposed amendments to Sections 16.16.010 & 17.100.040 of the Code that it believes will help staff, the Planning Commission, and Town Council better evaluate proposed development at the sketch plan level and streamline and reduce issues at the preliminary and final review levels; and

WHEREAS, the Planning Commission (“Commission”) held a public hearing on February 12, 2020, to review the proposed changes to Sections 16.16.010 & 17.100.040 of the Code and is supportive of the same;

WHEREAS, the Town Council (“Council”) has considered the amendments to the Code set forth herein and now desires to approve the same.

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

3. Recitals. The foregoing recitals are incorporated by reference herein as findings and determinations of the Council.

4. Section 16.16.010 Amendment. Section 16.16.010 of the Town Municipal Code is hereby repealed in its entirety and reenacted as set forth below:

16.16.010 – Sketch Plan Requirements.

A. Purpose

All subdivisions of a single lot into six (6) or more lots or condominium units shall be deemed a major subdivision per Section 16.04.020. Any major subdivision land use proposal shall generally require a 3-step subdivision plat review – sketch, preliminary, and final – unless granted an exemption by the Town Administrator. The sketch review will assess: initial compliance with the Town Code, provisions for utilities and infrastructure, substantial conformance to the Comprehensive Plan, and any adverse impacts to the Town. At this initial step, no formal approvals are made. In instances of combined PUD/Subdivision development applications, both sketch plans shall be processed concurrently pursuant to 17.100.030.

B. Pre-Application Meeting

Prior to submission of a sketch plan application, the applicant and the Town Administrator or designated Town staff will conduct a pre-application meeting. Pre-application meetings are non-binding for all parties but are an opportunity for the Applicant to receive initial feedback about Code requirements and the Town's application process. Prior to the pre-application meeting, applicant shall provide a description of the project, conceptual drawings identifying proposed uses, zonings, and densities, and any additional information requested by the Town Administrator. A subsequent pre-application meeting may be required by the Town Administrator if a complete sketch 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.

C. Sketch Plan Submittal

The sketch plan application shall include the following:

1. Narrative of proposed development;
2. Topography;
3. Estimated number of residents, occupants, or employees, as applicable;
4. Water & sewer loads;
5. Number of dwelling units and/or non-residential square footage, including the number of bedrooms in any multi-family units;
6. Size of site;
7. Lot Sizes;
8. Density;
9. Approved & proposed land uses;
10. Location of proposed public and semi-public uses (dedicated and otherwise);
11. General circulation: entries and exits, roads, turn lanes, etc.;
12. Open space, trails, sidewalks, and/or parks; and

13. Site Plan showing approximate lot lines and general site layout, including the location of any existing structures.

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 applicant will be required to provide.

D. Completeness Determination

A completeness determination of the application will be made within fifteen (15) days after submission of the initial application materials. An application is deemed complete once all fees, signed documentation, and necessary review materials from section C are furnished. 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.

E. Review Process

The sketch plan application will be reviewed by both the Planning Commission and Town Council. The Applicant will be scheduled with the Planning Commission on the first available meeting date at least fifteen (15) days after the date that the sketch plat application is deemed complete pursuant to Section D, above. The application will be evaluated according to the following review topics:

- Consistency with the comprehensive plan;
- Compliance with zoning and density requirements;
- Compatibility to neighboring land uses;
- Availability of Town services from public works, fire, and police;
- Vehicle, bicycle, and pedestrian circulation; and
- Preservation of the natural character of the land;

The Commission shall direct any recommendations for the application to Council. At the first available meeting date after the Commission's review, the sketch plan shall be presented to Council with any comments and recommendations from the Commission and staff members. Council may make further comments and recommendations upon review of the application. Afterwards, the Applicant may elect either: 1.) to make revisions to the sketch plan for further review, or 2.) proceed directly to the preliminary application phase.

F. Community Open House

Prior to submitting a preliminary plat application, the Applicant shall conduct a community open house meeting regarding the sketch plan and any changes recommended by the Town. The open house is an occasion to share the project directly with residents and stakeholders. The Applicant shall notify all property owners within 250 feet of the proposed development by mail at least 15 days prior to the open house.

G. Duration of Sketch Plan

The sketch plan review conducted pursuant to this Section 16.16.010 will remain in effect for one year from the date Town Council reviews the application. If applicant does not submit a preliminary plat application within said year, applicant may be required to submit a new sketch plan application before filing a preliminary plat application. Similarly, if applicant's preliminary plat application includes substantial and material (e.g. proposes new uses, higher density development, new or additional variances, etc.) changes from the original sketch plan, the Town Administrator may require the applicant to conduct a new sketch plan review.

5. Section 17.100.040 Amendment. Section 17.100.040 of the Town Municipal Code is hereby repealed in its entirety and reenacted as set forth below:

17.100.040 - Sketch Plan Requirements.

A. Purpose

Any PUD land use proposal shall generally require a 3-step review – sketch, preliminary, and final – unless granted an exemption by the Town Administrator. The sketch review will assess: initial compliance with the Town Code, provisions for utilities and infrastructure, substantial conformance to the Comprehensive Plan, and any adverse impacts to the Town. At this initial step, no formal approvals are made. In instances of combined PUD/Subdivision development applications, both sketch plans shall be processed concurrently pursuant to 17.100.030.

B. Pre-Application Meeting

Prior to submission of a sketch plan application, the applicant and the Town Administrator or designated Town staff will conduct a pre-application meeting. Pre-application meetings are non-binding for all parties, but are an opportunity for the Applicant to receive initial feedback about Code requirements and the Town's application process. Prior to the pre-application meeting, applicant shall provide a description of the project, conceptual drawings identifying proposed uses, zoning, and densities, and any additional information requested by the Town Administrator. A subsequent pre-application meeting may be required by the Town Administrator if a complete sketch 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.

C. Sketch Plan Submittal

The sketch plan application shall include the following:

1. Narrative of proposed development;
2. Topography;
3. Estimated number of residents or employees, as applicable;
4. Water & sewer loads;
5. Number of dwelling units and/or non-residential square footage, and the number of bedrooms in any multi-family residential unit;

6. Size of site;
7. Lot Sizes;
8. Density;
9. Approved & proposed land uses;
10. Location of proposed public and semi-public uses (dedicated and otherwise);
11. General circulation: entries and exits, roads, turn lanes, etc.;
12. Open space, trails, sidewalks, and/or parks; and
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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 applicant will be required to provide.

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E. Review Process

The sketch plan application will be reviewed by both the Planning Commission and Town Council. The Applicant will be scheduled with the Planning Commission on the first available meeting date at least fifteen (15) days after the date that the sketch plan application is deemed complete pursuant to Section D, above. The application will be evaluated according to the following review topics:

- Consistency with the comprehensive plan;
- Compatibility of proposed zoning, density, and general development plan to neighboring land uses and applicable Town Code provisions;
- Availability of Town services from public works, fire, and police;
- Vehicle, bicycle, and pedestrian circulation; and
- Preservation of the natural character of the land;

The Commission shall direct any recommendations for the application to Council. At the first available meeting date after the Commission's review, the sketch plan shall be presented to Council with a summary of the comments and recommendations from the Commission and staff members. Council may make further comments and recommendations upon review of the application. Afterwards, the Applicant may elect either: 1.) to make revisions to the sketch plan for further review, or 2.) proceed directly to the preliminary application phase.

F. Community Open House

Prior to submitting a preliminary plan application, the Applicant shall conduct a community open house meeting regarding the sketch plan and any changes recommended by the Town. The open house is an occasion to share the project directly with residents and stakeholders. The Applicant shall notify all property owners within 250 feet of the proposed development by mail at least 15 days prior to the open house.

G. Duration of Sketch Plan

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

6. Effective Date. This Ordinance shall be effective fourteen days after final publication pursuant to section 4.3 of the Town Charter.

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

INTRODUCED a second time at a regular meeting of the Council of the Town of New Castle, Colorado on _____, read by title and number, passed without amendment, approved, and ordered published as required by the Charter.

TOWN OF NEW CASTLE, COLORADO

By: _____
Art Riddle, Mayor

ATTEST:

Melody Harrison, Town Clerk

Item Attachment Documents:

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



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

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

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

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

Property Address: Various

Property Owner: Same as applicant

Owner Address/Phone: Same as applicant

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

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

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

Approximate Acreage: 47 acres

Existing Zoning: Mixed-Use 1&2

Surrounding Zoning: Residential and Mixed-Use

I Development Application Exhibits:

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

II History:

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

The current status of development in CVR is as follows:

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

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

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

III Application:

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

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

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

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

IV 17.100.090 - Approval Criteria and Commentary

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

1. Is generally compatible with adjacent land uses;

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

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

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

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

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

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

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

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

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

Comment: Not Applicable;

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

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

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

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

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

V Staff Recommendation

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

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

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



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

DEVELOPMENT APPLICATION

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

AGREEMENT TO PAY CONSULTING FEES AND EXPENSES

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

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

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

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

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

SO AGREED this 23rd day of January, 2020.

J. Aaron Atkinson

Applicant (Print Name)


Signature

303-549-1916

Telephone

5282 Red Pass Way, Castle Rock, CO 80108

Mailing Address

CVR Investors, Inc.

Property Owner

Mailing Address If Different From Above

Authorized Representative

Relationship to Applicant or Potential Applicant

Type of application: PUD Master Plan Amendment

Property description: See Attached

EX-111-1

CVR INVESTORS, INC.

5282 Red Pass Way
Castle Rock, CO 80108
303.549.1916

January 31, 2020

Via Electronic Mail

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

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

Dear Commissioners:

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

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

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

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

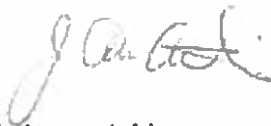
development company. To date, no one has ever approached us to propose developing commercial units in New Castle in the ten years of our ownership.

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

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

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

Sincerely,

A handwritten signature in dark ink, appearing to read "J. Aaron Atkinson". The signature is fluid and cursive, with the first name "J." being particularly prominent.

J. Aaron Atkinson
President
CVR Investors, Inc.

Garfield County Land Explorer

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

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

Garfield County Land Explorer

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

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

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

Garfield County Land Explorer

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

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

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

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

Garfield County Land Explorer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13-22-020 Zone District Classifications

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

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

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

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

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

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

Section 13-22-080 is repealed.

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

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

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

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

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

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

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

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

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

Schedule of Permitted Land Uses

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

062248 04/28/2002 04:00P 81348 P-357 N ALBION
12 of 64 R 348.00 D 8.00 ONEFIELD COUNTY CO

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

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

WITNESSETH:

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

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

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

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

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April 1, 2002

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12 of 64 R 348.00 D 8.00 ONEFIELD COUNTY CO

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

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

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

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

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

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

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

2. Definitions.

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

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

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

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

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April 1, 2002

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The "effective date" of this Agreement is the date that Ordinance No. 2002-2 becomes effective pursuant to the New Castle Town Charter.

3. **Paragraphs: Effect on Prior Agreements.** The purpose of this Agreement is to set forth on a contractual basis an amendment of the terms and conditions of the annexation and development of the Property and to amend the 1989 Annexation Agreement so as to conform to the new Updated PUD Master Plan; provided that in the event of any conflict between the terms of this Agreement and the 1989 Annexation Agreement, then this Agreement shall control. This Agreement and the 1989 Annexation Agreement together constitute the current annexation agreement governing the annexation of the PUD to the Town of New Castle. The annexation of the Property shall be governed by this Agreement, the 1989 Annexation Agreement, Article 12 of Title 31, C.R.S., as amended, and the Town of New Castle Home Rule Charter and the ordinances of the Town. Except to any extent otherwise expressly provided in the Decree, the First Annexation Agreement and First Amendment are of no further force or effect. Except as expressly modified below, the parties hereto ratify and affirm all terms and conditions of the Infrastructure Agreement, which is incorporated by reference herein. Except as may be expressly and explicitly set forth herein, nothing in this Agreement shall operate to relieve Developer of any obligations. Developer may have under any subdivision improvements agreements relating to Existing Fingert within the PUD.

4. Fees. Developer hereby agrees to pay to the Town the following fees related to the annexation and development of the Property:

2. **Fees & Costs Paid:** All fees and costs heretofore or hereafter actually and reasonably incurred by the Town (including without limitation actual costs for engineering, surveying, and legal services) in connection with the review, preparation, negotiation, resolution and finalization of the annexation, zoning, subdivision, and PID development plan approval of the Property. The Town represents that all fees and costs incurred by the Town up through and including January 31, 2002, have been invoiced to LDI as of the date this agreement is executed by the Mayor of New Castle.

b. **Recreational Facilities Development Fee.** The Recreational Facilities Development Fee described in Chapter 3-21 of the New Castle Municipal Code shall be paid to the Town by the building permit applicant for all lots within the PUD for which the building permits are issued after the effective date of Ordinance 98-11 in the manner, and amount provided for by Chapter 3-21 of the Town Municipal Code and Ordinance Nos. 98-11 and 2000-24, as now existing or as may be further amended in the future.

6. **Schools.** Section 3 of the 1989 Annexation Agreement is not modified by this Agreement and remains in full force and effect as originally written. The parties agree and acknowledge that Williams has donated and dedicated to the Garfield School District RE-2 ("School District") a thirty acre tract of land (the "School Parcel") by that certain Agreement and Deed of Dedication among the Town, Williams and the School District recorded in Book 979 at page 112 of the Garfield County real estate record, and that this conveyance fully satisfies all school land dedication requirements for full development of the entire PUD.

7. Parks, Recreation, Public Open Space, and Land Dedication

2. Land Dedication. Developer shall dedicate to the Town not less than 10% of the acreage of the PUD for public purposes as defined in Section 16.16.1604(X1) of the Ordinance No. 262, and Developer has agreed to dedicate or donate (as chosen by I.D.I in its sole discretion) to the Town additional acreage within the PUD as generally shown on the Updated Master Plan Map. All dedications shall be free and clear of any liens or encumbrances that would interfere with the intended uses and of such open space. In order to ensure compliance with this provision, for each and every dedication of real property to the Town within the PUD, Developer agrees to provide the Town, at Developer's sole expense, a policy of title insurance in order to provide the Town, at Developer's sole expense, a policy of title insurance in order to form acceptable to the Town as reasonably determined by the Town Attorney. No final plat shall be approved with land dedication of less than 10% of the land contained within such final plat unless, at the time of approval, the total acreage of all publicly-dedicated lands within all approved final plats of the PUD would amount to 10% or more of the total acreage of all such platted lands. Any dedication of land having a slope of 35% grade or more shall not count towards satisfaction of any open space dedication requirements.

b **Parks.** The Town agrees that Developer has no obligation under this Agreement or the 1989 Annexation Agreement to construct parks or recreational facilities on to fund construction of same except as provided in Paragraph 4(b), above.

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

- i. **Town Maintenance Responsibilities.** The Town agrees to maintain those portions of the Dedicated Public Open Space which are commonly accessed

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Land Use.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Town:

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

With a copy to:

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

Notice to Developer:

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

- and -

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

With a copy to:

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

Notice to Landowner:

Williams Family Investment Co., RLLP

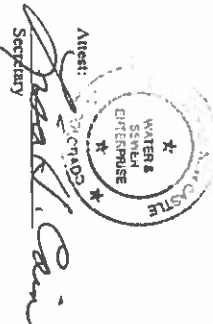
0981 County Road 245
New Castle, CO 81647

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

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

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

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



Attest:
[Signature]
Secretary

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

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

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

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

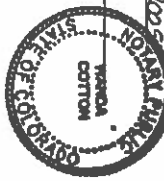
WITNESS my hand and official seal, My Commission expires: 11/2/2002
STATE OF COLORADO)
COUNTY OF GARFIELD) ss.
[Signature]
Notary Public (SEAL)

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

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

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

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



NEW CASTLE TOWN COUNCIL REGULAR MEETING
February 19, 2002

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

Mayor Bill Wentzel presided.

Councilors Present: Cissy Artaz
Pam Bunn
Bob Gordon

Councilors Absent: Duane Givettler
Frank Melody

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

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

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

CONFLICTS OF INTEREST

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

RECOGNITION OF ACHIEVEMENTS

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

Town Clerk Lisa Cain, 7:13 PM

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

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

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

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

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

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

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

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

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

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

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

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

Staff recommendation:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Discussion:

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

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

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

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

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

RECESS COUNCIL/CONVENE WATER & SEWER ENTERPRISE

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

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

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

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

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

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

Discussion:

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

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

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

ADJOURN WATER & SEWER ENTERPRISE/RECONVENE COUNCIL.

Recess, 8:53 - 9:00 PM

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

Applicant: CVR Development, LLC

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

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

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

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

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

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

- Paragraphs 3 and 4 – These provide for signing the SIA in phases.
- Paragraph 5 – This requires the developer to convey water rights to the Town.
- Paragraph 6 – This paragraph provides for security for public improvements in the form of a Disbursement Agreement with the developer's bank.
- Paragraph 7 – South Wild Horse Drive and some utility easements cross over Filing 1's Block 12, which has already been platted for duplexes. Therefore, the developer will be required to execute an agreement for restrictive covenant, which states that Lots 6 through 12 of Block 12 will not be developed until a PUD Development Plan for those lots is approved by the Town. Pending that approval, the Town would agree that the currently approved density for those lots would be preserved.
- Paragraph 8 – This states the zoning for the filing.
- Paragraph 9 – This paragraph imposes several conditions of approval, including one in Paragraph 9(c) for changing construction plans regarding the width of the travel lanes on some of the roads. This condition has already been met, so it will be removed from the ordinance before 2nd reading.

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

COMMITTEE AND STAFF REPORTS

Special Town Attorney, 9:45 PM

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

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

Town Engineer, 9:52 PM

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

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

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

Extend Meeting, 10:00 PM

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

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

Town Planner, 10:04 PM

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

Town Administrator, 10:06 PM

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

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

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

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

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

Executive Session, 10:24 PM

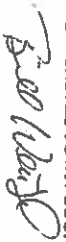
Motion - Council go into executive session for purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for future negotiations, and/or instructing negotiators, under Colorado Revised Statutes Section 24-6-402(4)(c) (Wentzel/Gordon). After voice vote,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

Out of Executive Session, 11:07 PM

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

No concerns stated.

ADJOURNED AT 11:07 PM

NEW CASTLE TOWN COUNCIL

Bill Wentzel, Mayor



ATTEST: 
Lisa H. Cain, Town Clerk

693698 03/09/2006 02:41P B1778 P731 M ALSDORF
1 of 8 R 41.00 D 0.00 GARFIELD COUNTY CO

DECLARATION OF RESTRICTIVE COVENANTS

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

RECITALS

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

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

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

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

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

TERMS

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

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

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

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

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

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

WILLIAMS FAMILY INVESTMENTS,
RLLP, a Colorado limited liability partnership

By 
Eric C. Williams, General Partner

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

By 
Steven E. Craven, President



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

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

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

WITNESS my hand and official seal.

My commission expires: _____

Robert L. Smith
Notary Public

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ELLEN M. LIPSCOMB
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires Sept. 21, 2006

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

DECLARATION AND ASSIGNMENT OF RESTRICTIVE COVENANTS

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

RECITALS

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

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

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

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

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

Mo9

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

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

TERMS

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

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

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

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

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

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

WLD

VILLAGE HOMES OF COLORADO, INC., a
Colorado corporation

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

By _____
Name _____
Its _____

By Steven E. Craven
Steven E. Craven, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

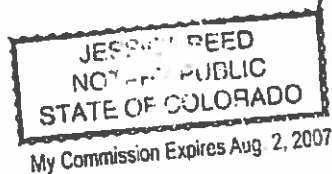
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

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

WITNESS my hand and official seal.

My commission expires: 8/2/07



Jessica Reed
Notary Public

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

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

DECLARATION AND ASSIGNMENT OF RESTRICTIVE COVENANTS

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

RECITALS

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

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

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

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

63002443
 Land Title

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

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

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

TERMS

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

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

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

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

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

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

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

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7. This Declaration supersedes and replaces in its entirety the Declaration and Assignment of Restrictive Covenants recorded April 17, 2007 at Reception No. 721297.

VILLAGE HOMES OF COLORADO, INC., a Colorado corporation

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

CTS INVESTMENTS, LLC, a Colorado limited liability company

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

By [Signature]
Steven E. Craven, Manager

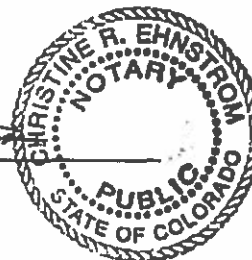
STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

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

WITNESS my hand and official seal.

My commission expires: 7/1/2010

[Signature]
Notary Public



STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

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

WITNESS my hand and official seal.

My commission expires: 8/28/2011

JESSICA REED
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires Aug 28, 2011

[Signature]
Notary Public

EXHIBIT A

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

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

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

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

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EXHIBIT B

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

OPTION PROPERTY

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

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

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

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

Paul Smith

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

Thanks.

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

Begin forwarded message:

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

Hi Arron,

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

Steve Craven
720.626.2410

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

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

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

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

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

Thanks, Steve.

--

J. Aaron Atkinson

Hackstaff & Snow, LLC

1601 Blake Street, Suite 310

Denver, CO 80202

Tel: (303) 534-4317

Fax: (303) 534-4309

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

<Zoning-Color.pdf>

EXHIBIT 4



Land Title Guarantee Company
Customer Distribution

PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

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

PLEASE CONTACT YOUR CLOSER OR CLOSERS ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

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

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



Land Title Guarantee Company
Estimate of Title Fees

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

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

Estimate of Title Insurance Fees	
TBD* Commitment	\$217.00
Research Income	\$749.00
Total \$966.00	
If Land Title Guarantee Company will be closing the transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

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

Chain of Title Documents:

Garfield County recorded 04/15/2010 under reception no.
714749

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABS53014315

Property Address:

TBD NEW CASTLE, NEW CASTLE, CO 81647

1. Effective Date:

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

2. Policy to be issued and Proposed Insured:

TBD - Commitment

Proposed Insured:

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

A BUYER TO BE DETERMINED

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

A Fee Simple

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

CVR INVESTORS, INC., A COLORADO CORPORATION

PARCEL A:

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

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

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

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

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

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

PARCEL B:

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

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABS53014315

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

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

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

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

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

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

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

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

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING SEVEN (7) COURSES:

1. S 81° 18' 39" E 261.25 FEET;
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 719.98 FEET, AN ARC LENGTH OF 942.58 FEET (CHORD BEARS S 67° 40' 47" E 339.36 FEET);
3. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 115.42 FEET, AN ARC LENGTH OF 19.02 FEET (CHORD BEARS S 14° 30' 47" E 19.00 FEET);
4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 82.00 FEET, AN ARC LENGTH OF 110.68 FEET (CHORD BEARS S 46° 27' 33" E 102.47 FEET);
5. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 115.42 FEET, AN ARC LENGTH OF 20.06 FEET (CHORD BEARS S 82° 08' 49" E 20.03 FEET);
6. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 719.98 FEET, AN ARC LENGTH OF 57.30 FEET (CHORD BEARS S 41° 01' 02" E 57.29 FEET);
7. S 38° 44' 14" E 193.94 FEET TO THE POINT OF BEGINNING, COUNTY OF GARFIELD STATE OF COLORADO.

PARCEL C:

A PARCEL OF LAND SITUATE IN THE SW1/4 SECTION 29, SE1/4 SECTION 30, THE NE1/4 SECTION 31 AND THE NW1/4 SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE 1/4 CORNER BETWEEN SAID SECTIONS 29 AND 30, A BLM BRASS CAP IN PLACE; THENCE S 27° 20' 37" E 294.14 FEET TO A POINT ON THE WESTERLY LINE OF LAKEOTA CANYON RANCH, FIRST AMENDED PLAT LING NO. 1 AS FILED WITH THE GARFIELD COUNTY CLERK AND

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

1. THENCE DEPARTING SAID WESTERLY LINE S 90° 00' 00" W 34.28 FEET;
2. LENGTH OF 123.32 FEET, CHORD BEARS S 78° 13' 25" W 122.46 FEET;
3. THENCE S 66° 25' 50" W 88.64 FEET;
4. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 180.86 FEET, CHORD BEARS S 83° 43' 05" W 178.13 FEET;
5. THENCE N 79° 00' 40" W 277.49 FEET;
6. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 273.25 FEET, CHORD BEARS N 52° 59' 05" W 283.80 FEET;
7. THENCE N 28° 49' 30" W 358.53 FEET;
8. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 218.29 FEET, CHORD BEARS N 62° 33' 33" W 204.41 FEET;
9. THENCE S 81° 42' 24" W 142.08 FEET;
10. THENCE S 08° 42' 12" E 51.58 FEET;
11. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 655.84 FEET, AN ARC LENGTH OF 208.29 FEET, CHORD BEARS S 15° 42' 32" E 208.77 FEET;
12. THENCE S 65° 53' 03" W 97.34 FEET;
13. THENCE S 81° 23' 34" W 286.32 FEET;
14. THENCE S 51° 51' 16" W 128.84 FEET;
15. THENCE S 36° 47' 12" W 88.30 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CASTLE VALLEY BOULEVARD AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE RECORDED JANUARY 9, 2001 UNDER RECEPTION NO. 572126;
16. THENCE ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING NINE (9) COURSES:
1. S 34° 40' 33" E 927.02 FEET;
2. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 782.01 FEET, AN ARC LENGTH OF 620.22 FEET, CHORD BEARS S 57° 59' 36" E 603.25 FEET;
3. S 81° 18' 39" E 281.25 FEET;
4. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 819.98 FEET, AN ARC LENGTH OF 358.62 FEET, CHORD BEARS S 67° 29' 21" E 391.79 FEET;
5. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 140.42 FEET, AN ARC LENGTH OF 114.84 FEET, CHORD BEARS N 87° 15' 43" E 11.94 FEET;
6. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 66.00 FEET, AN ARC LENGTH OF 136.02 FEET, CHORD BEARS S 49° 50' 45" E 122.28 FEET;
7. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 170.42 FEET, AN ARC LENGTH OF 16.26 FEET, CHORD BEARS S 07° 16' 18" E 16.26 FEET;
8. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 819.98 FEET, AN ARC LENGTH OF 70.54 FEET, CHORD BEARS S 41° 12' 06" E 70.52 FEET;
9. S 38° 44' 14" E 63.19 FEET TO A POINT ON SAID WESTERLY LINE OF LAKOTA CANYON RANCH, FIRST AMENDED PLAT FILING NO. 1 AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE RECORDED JULY 18, 2003 UNDER RECEPTION NO. 632116 UNDER RECEPTION NO. 632116;
10. THENCE ALONG SAID WESTERLY LINE THE FOLLOWING NINE (9) COURSES:
1. N 01° 19' 33" W 284.64 FEET;
2. N 00° 50' 46" W 298.08 FEET;
3. N 01° 24' 24" W 405.00 FEET;
4. N 01° 13' 24" W 135.00 FEET;
5. N 03° 05' 23" E 23.82 FEET;
6. N 01° 46' 46" W 247.13 FEET;
7. S 88° 47' 17" W 2.05 FEET;

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

PARCEL D:

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

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

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

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

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

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

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

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

THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID NORTH WILD HORSE DRIVE:

1. N 00° 42' 12" W A DISTANCE OF 17.22 FEET;
2. THENCE 330.97 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 569.49 FEET, A CENTRAL ANGLE OF 33° 30' 34" AND A SUBTENDING CHORD BEARING N 08° 03' 05" E A DISTANCE OF 385.42 FEET;
3. THENCE 228.11 FEET ALONG THE ARC OF A REVERSE CURVE HAVING A RADIUS OF 481.26 FEET, A CENTRAL ANGLE OF 26° 35' 30" AND SUBTENDING CHORD BEARING N 11° 30' 11" E A DISTANCE OF 228.07 FEET TO A POINT OF NON-TANGENCY;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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AND

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

AND

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

AND

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

AND

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

AND

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

AND

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

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

Order Number: ABS03014515

All of the following Requirements must be met:

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

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

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

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

1. RELEASE OF DEED OF TRUST DATED JANUARY 03, 2018 FROM CYR INVESTORS, INC., A COLORADO CORPORATION TO THE PUBLIC TRUSTEE OF GARFIELD COUNTY FOR THE USE OF ANB BANK TO SECURE THE SUM OF \$2,500,000.00 RECORDED JANUARY 03, 2018, UNDER RECEPTION NO. 801825.
2. SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED JANUARY 03, 2018, UNDER RECEPTION NO. 801826.

2. WARRANTY DEED FROM CYR INVESTORS, INC., A COLORADO CORPORATION TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERE TO.

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Schedule B, Part II
(Exceptions)

Order Number: ABS03014515

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquisition of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. MAP AND STATEMENT OF THE CONTENTION DITCH RECORDED MARCH 4, 1884 IN BOOK 9 AT PAGE 1127.
10. RIGHT OF PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED AS FOLLOWS:
FEBRUARY 17, 1896 IN BOOK 12 AT PAGE 402 AND NOVEMBER 28, 1941 IN BOOK 73 AT PAGE 213
11. RIGHT OF WAY FOR A ROAD AS CONVEYED TO THE TOWN OF NEW CASTLE AS DESCRIBED IN INSTRUMENT RECORDED JUNE 14, 1898 UNDER RECEPTION NO. 21061.
12. RIGHT OF WAY FOR ROAD PURPOSES AS CONVEYED TO THE TOWN OF NEW CASTLE RECORDED JUNE 24, 1898 UNDER RECEPTION NO. 21072.
13. MAP AND STATEMENT OF THE RED ROCK DITCH RECORDED OCTOBER 19, 1901 UNDER RECEPTION NO. 24312.

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

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27. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FOREFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS, AS CONTAINED IN INSTRUMENT RECORDED AUGUST 15, 1983, IN BOOK 632 AT PAGE 581 AND AS AMENDED IN INSTRUMENT RECORDED FEBRUARY 08, 1996, IN BOOK 966 AT PAGE 629 AND AS AMENDED IN NOVEMBER 29, 2000 IN BOOK 1219 AT PAGE 640 AND AS AMENDED IN INSTRUMENT RECORDED APRIL 26, 2002, IN BOOK 1350 AT PAGE 64, AND AMENDED IN INSTRUMENT RECORDED JUNE 24, 2003 IN BOOK 1484 AT PAGE 125, AND AMENDED IN INSTRUMENT RECORDED OCTOBER 22, 2004 IN BOOK 1633 AT PAGE 410.
28. ASSIGNMENT OF MASTER DECLARANT RIGHTS - CASTLE VALLEY RECORDED OCTOBER 23, 2009 UNDER RECEPTION NO. 276725.
29. ASSIGNMENT OF DECLARANT RIGHTS RECORDED APRIL 15, 2010 UNDER RECEPTION NO. 284724.
28. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 2002-2 RECORDED APRIL 26, 2002 IN BOOK 1349 AT PAGE 946.
29. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 09, 2006 IN BOOK 1778 AT PAGE 593.
30. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FOREFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MARCH 09, 2006, IN BOOK 1778 AT PAGE 709.
31. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FOREFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MARCH 09, 2006, IN BOOK 1778 AT PAGE 721.
32. ASSIGNMENT REGARDING DEVELOPMENT AGREEMENT RECORDED APRIL 17, 2008 UNDER RECEPTION NO. 246712.
32. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 16, 2008 IN BOOK 1780 AT PAGE 501.
32. AGREEMENT REGARDING TOWN AGREEMENTS RECORDED APRIL 17, 2008 UNDER RECEPTION NO. 246713.

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

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

Order Number: ABS0014515

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



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-1-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

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

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

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against unfiled mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium duly executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

Note: Pursuant to CRS 10-1-122, notice is hereby given:

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

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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



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

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

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

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

- applications or other forms we receive from you, including communications sent through FAX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

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

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

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

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

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



**Commitment For Title Insurance
Issued by Old Republic National Title Insurance Corporation**

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF THE CONTENT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER INFORMATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY REASON FOR NON-INSURABILITY, ARE SET FORTH IN THE POLICY. THE COMPANY'S OBLIGATION TO ISSUE A POLICY TO A PROPOSED INSURED IS BASED ON THE CONTENT OF THIS COMMITMENT AND THE POLICY. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVED THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Major Schedule B, Part 1—Requirements; Schedule B, Part 2—Exclusions; and the Commitment Conditions, Old Republic National Title Insurance Company, a licensed corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. The Commitment is made as of the Commitment Date stated in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the name of the insured and the proposed insured, and the name of the proposed insured. If all of the Schedule B, Part 1—Requirements have not been met when a request for the Commitment Date, the Commitment is voidable and the Company's liability and obligation end.

COMMITMENT CONDITIONS

- 1. DEFINITIONS**
 - (a) "Knowledge" or "Notice": Actual or imputed knowledge, but not constructive notice required by the Public Records Act ("PRA"). The land described in Schedule A and all other improvements that by law constitute real property. The term "land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or claim in relation to the land, such as, but not limited to, easements, rights, or interests, but it does not include a right of access to and from the land to be insured by the Policy.
 - (b) "Policy": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (c) "Title": Each interest in the insured land, as a term defined by the American Land Title Association, stated or to be stated by the Company.
 - (d) "Proposed Insured": Each person named in Schedule A as the proposed insured of each Policy to be issued pursuant to the Commitment.
 - (e) "Proposed Policy Amount": Each dollar amount stated in Schedule A as the proposed Policy Amount of each Policy to be issued pursuant to the Commitment.
 - (f) "Public Records": Records established under state statutes in the Commitment Date for the purpose of insuring conventional notes or mortgages relating to real property to purchasers for value and without knowledge.
 - (g) "Title": The status of interest described in Schedule A.
 - 2. If all of the Schedule B, Part 1—Requirements have not been met within the time period specified in the Commitment to Issue Policy, the Commitment terminates and the Company's liability and obligation end.**
 - 3. The Company's liability and obligation is limited by and the Commitment is not valid without:**
 - (a) The Major Schedule B, Part 1—Requirements;
 - (b) The Commitment to Issue Policy;
 - (c) The Commitment Conditions;
 - (d) Schedule B, Part 1—Requirements; and
 - (e) Schedule B, Part 2—Exclusions; and
 - (f) a counter signature by the Company or its insured agent that may be in electronic form.**
- 4. COMPANY'S RIGHT TO AMEND**
 - (a) The Company may amend the Commitment at any time. If the Company amends the Commitment to add a specific term, provision, or condition, or alter another provision in the Public Records prior to the Commitment Date, any liability of the Company is limited by the Commitment Conditions.
 - (b) The Company shall not be liable for any other amendment to the Commitment.
 - (c) The Company's liability under the Commitment Conditions is limited to the proposed insured's actual expenses incurred in the course of the insured's good faith reliance on the Commitment and the delivery of the amended Commitment, including from the proposed insured's costs in reliance on the Commitment.
 - (d) The Company shall not be liable for the cost of the proposed insured's actual expenses incurred in good faith and disclosed in the Commitment.

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

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

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

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

The Issuing Agent is the Company's agent only for the limited purpose of issuing the insurance commitments and policies. The Issuing Agent is not the Company's agent for the purpose of providing claims or settlement services.

8. PRO-FORMA POLICY

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

The Policy contains an arbitration clause. All arbitrable matters under the Proposed Policy Amount is \$2,000,000 or less shall be submitted to the arbitration of the Company or the Proposed Insured as the arbitrator. The arbitrator's decision shall be final and binding on the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.ala.org/education>.

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

Issued by:

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



By: *[Signature]* President
4300 E. Hampden Avenue Suite 1000
Denver, Colorado 80231
(303) 751-1111

By: *[Signature]* Secretary
4300 E. Hampden Avenue Suite 1000
Denver, Colorado 80231
(303) 751-1111

Senior Vice President

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

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Paul Smith

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

Eric's consent.

Thank you.

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

Begin forwarded message:

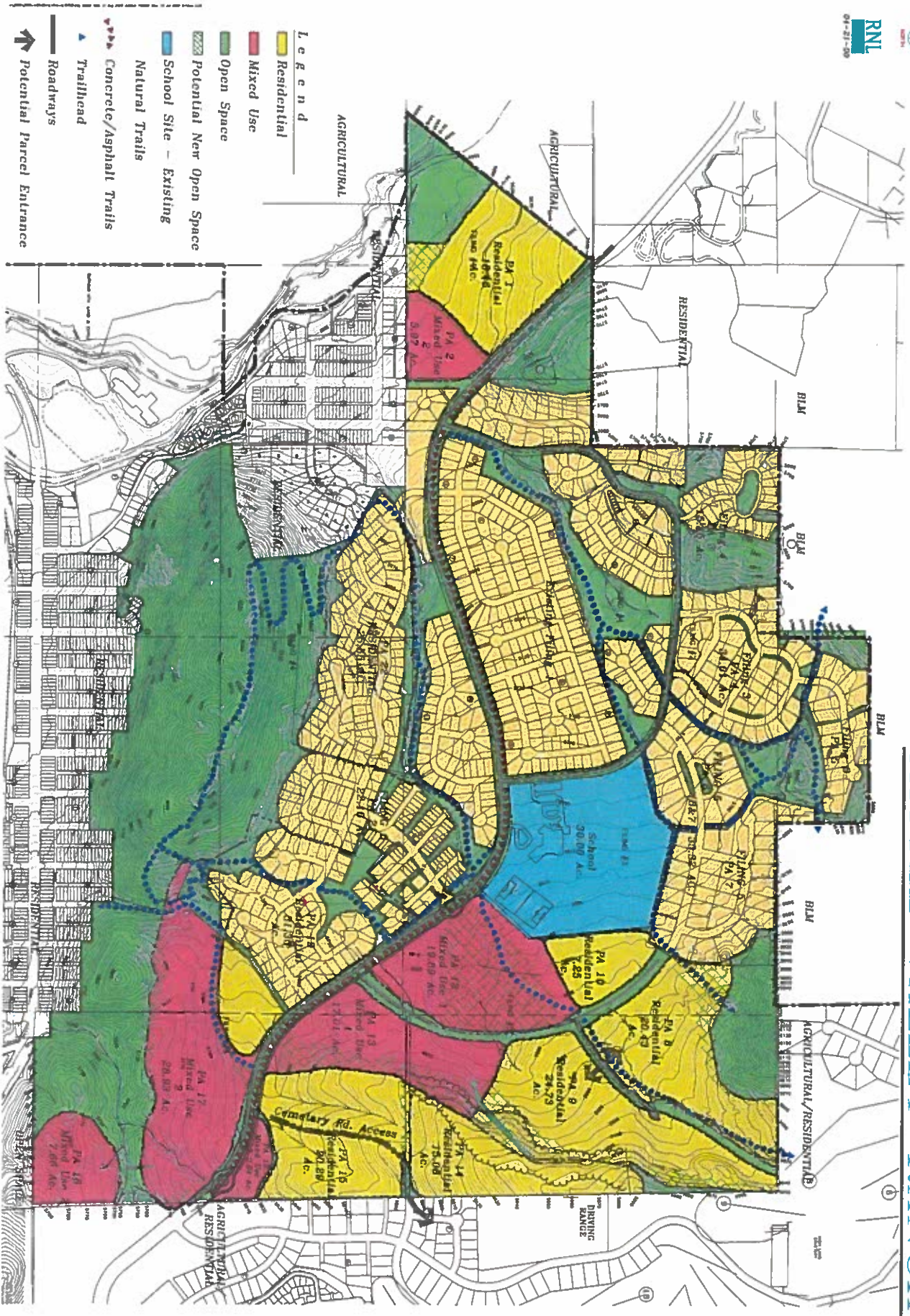
From: Eric Williams <ecw5226@comcast.net>
Date: February 6, 2020 at 2:58:14 PM MST
To: aa@hackstafflaw.com
Subject: rezoning of Aaron Atkinson land

Hi Aaron,

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

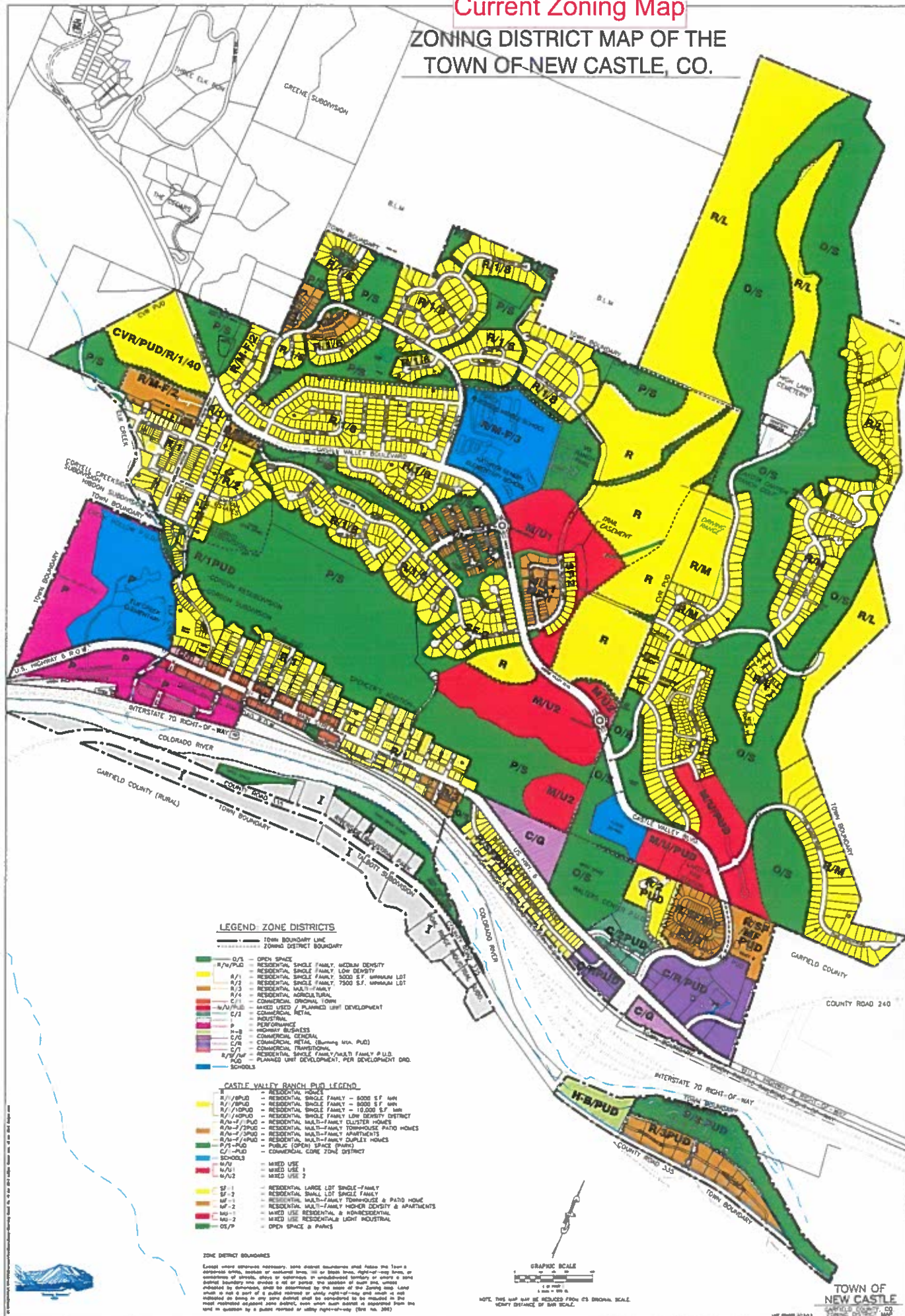
Eric C Williams
970-930-3717

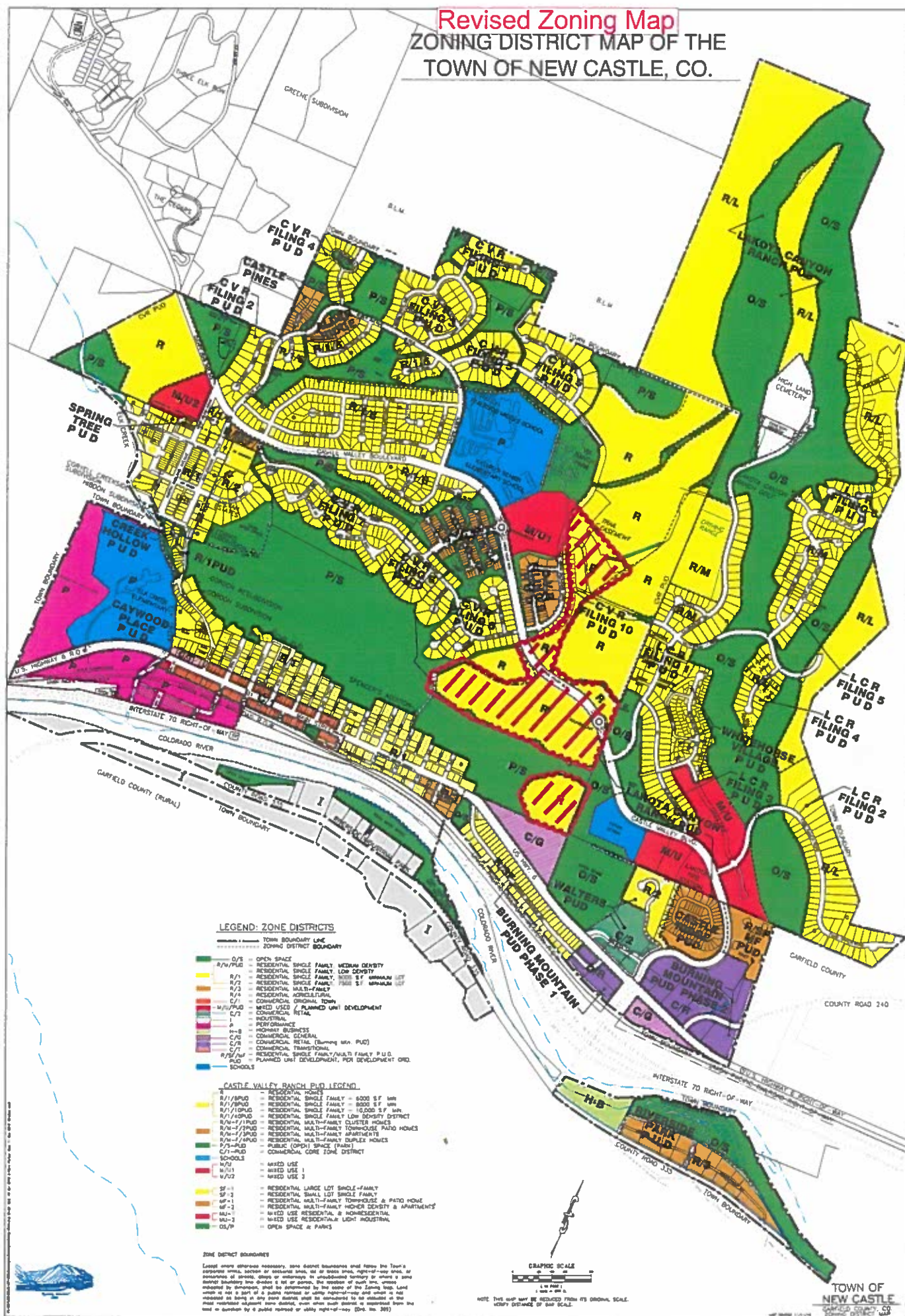
UPDATED MASTER PLAN MAP CASTLE VALLEY RANCH



Current Zoning Map

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





Item Attachment Documents:

- E. Recommending Approval of A Major Amendment of the Castle Valley Ranch PUD Master Plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- E.

- F.

THIS RESOLUTION PZ 2020-02 was adopted by the New Castle Planning and Zoning Commission by a vote of ____ to ____ on the 26th day of February, 2020.

NEW CASTLE PLANNING AND
ZONING COMMISSION

By: _____
Chuck Apostolik, Chairman

ATTEST:

Mindy Andis, Deputy Town Clerk , CMC

EXHIBIT A
Property Legal Description

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

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

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

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

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

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

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

Item Attachment Documents:

F. Draft Minutes February 12, 2020

1
2
3
4
5 **New Castle Planning and Zoning Commission Meeting**
6 **Wednesday, February 12, 2020, 7:00p.m., Town Hall**
7

8 **Call to Order**

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

11 **Roll Call**

12 Present Chair Apostolik
13 Commissioner Bourquin – arrived 7:05pm.
14 Commissioner McDonald
15 Commissioner Riddile
16 Commissioner Sass
17
18 Absent Commissioner Johannsson
19 Commissioner Lucio
20
21

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

25 **Meeting Notice**

26 Deputy Town Clerk Mindy Andis verified that her office gave notice of the meeting
27 in accordance with Resolution TC-2020-1.
28

29 **Conflicts of Interest**

30 Chair Apostolik stated he had known the Hutchinson's for years and they were also
31 neighbors.
32 Assistant Attorney Haley Carmer said she didn't see there was a conflict as long as
33 Chair Apostolik was able to be fair and unbiased.
34

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

36 There were no citizen comments.
37

38 **Public Hearing**

39 Brief description of application: Application for a Conditional Use Permit for an
40 Accessory Dwelling Unit (ADU)
41

42 Legal description: Section: 31 Township: 5 Range: 90 Subdivision: Gordon
43 Subdivision Lot: 5A, a resubdivision of Gordon Subdivision Lots 4 and 5, Town of
44 New Castle, According to the plat thereof recorded October 17, 1991 as Reception
45 No. 428362.
46

47 Common address: 226 N. 7th Street, New Castle, CO 81647

1 Owner: Vance and Elyse Hutchinson

2
3 Chair Apostolik opened the Public Hearing at 7:01 p.m.

4
5 Town Planner Paul Smith said the purpose of the Conditional Use Permit application
6 was to consider approval of an accessory dwelling unit (ADU) to provide increased
7 affordable housing opportunities within the town and to facilitate housing in close
8 proximity to places of employment.
9

10 Planner Smith said that the ADU was located on the same lot as the principle
11 structure, on the second floor of a two-car garage. It is within walking distance to
12 downtown amenities such as restaurants, Town Hall, the Library, and river access.
13

14 Planner Smith said that the code stated that ADUs shall contain no more than eight
15 hundred fifty (850) square feet and not less than four hundred (400) square feet in
16 the R-1 zone district. Only one ADU shall be allowed per principal building. The
17 square footage of ADU shall be calculated using the total gross square footage
18 associated with the ADU unit living space inclusive of storage, hallways, and
19 basements but not including garage space.
20

21 The total interior square footage of the proposed ADU was 841sf according to the
22 assessor. No other ADU is associated with the principal building.
23

24 Planner Smith said an ADU was required to contain a kitchen equipped, at a
25 minimum, with a cooking appliance, a sink, and a refrigerator/freezer with a
26 capacity not less than six cubic feet. He noted that the Applicant had stated that
27 the ADU will contain a full kitchen with range, refrigerator, sink and dishwasher.
28

29 Planner Smith said that an ADU was required to contain a bathroom equipped with,
30 at a minimum, a sink, a toilet and a shower, and the proposed ADU contained two
31 full bathrooms, each with a shower/tub, sink and toilet.
32

33 Planner Smith said that no ADU was allowed to have more than two bedrooms, and
34 one off-street parking space was required to be provided for each bedroom in
35 addition to the required parking space(s) for the principle building. He noted that
36 the proposal showed two bedrooms with one off-street parking space per bedroom.
37 The parking spaces were located east of the garage (off of 7 street) at the base of
38 the stairway entry.
39

40 Planner Smith said that all water service connections made to an ADU should
41 comply with the town's water and wastewater service connection requirements and
42 the landowner shall bear all expense of such connections. The landowner shall
43 obtain all necessary permits from the town prior to any road cuts, and shall, prior
44 to connection, pay a tap fee to the town equal to 0.8 EQR because the ADU has two
45 bedrooms. The owner shall also pay a water rights dedication fee in the same ratio
46 as the tap fee. The fees totaled \$14,400.
47

48 Planner Smith said that an ADU may not be condominiumized and/or sold separate
49 and apart from the primary building to which it was accessory, and the Applicant

1 had stated that the ADU will be occupied by a family member or will be rented.

2
3 Planner Smith said that the code required that the design, exterior treatments and
4 color of an ADU be the same as, or compatible with, the design and exterior color
5 and treatments of the primary building to which it is accessory. He stated that the
6 principle dwelling unit was built in 1963 with a stone facade, wood window trim,
7 and a low angle hip roof. Though the roof of the principal building was
8 nonconforming with New Castle Municipal Code 17.20.150, it was generally
9 consistent with other strictures in the R-1 zone district. The Applicant intended to
10 install a shed roof for the ADU which would optimize views of Mt. Medaris. A non-
11 gabled roof is atypical in R-1 zoning. However both structures will eventually have
12 consistent design features after the renovations of each building were complete.

13
14 Planner Smith said that an ADU may only be occupied by an individual occupant or
15 an individual "family" as defined in § 17.04.050 of the municipal code.

16
17 Planner Smith said that a conditional use application shall be approved only if the
18 town council finds that the application:

- 19
20 1. Is eligible for conditional review under Section 17.84.040;

21
22 Staff comment: Per New Castle Municipal Code 17.20.050, accessory dwelling units
23 require a conditional use approval in the R-1 zoning. A complete application with all
24 Conditional Use Permit & Accessory Dwelling Unit review requirements was
25 submitted on December 26, 2019. A public hearing with the Planning Commission
26 was scheduled for the first available meeting after 45 days.

- 27
28 2. Is generally compatible with adjacent land uses;

29
30 Staff comment: Residential dwelling units, trivially, are compatible with residential
31 R-1 zoning. The proposed alteration will not obstruct neighborhood access or
32 negatively impact contiguous open space.

- 33
34 3. Meets all requirements of Section 17.84.020, is in compliance with this title and
35 minimizes potential adverse impact of the conditional use on adjacent properties
36 and traffic flow;

37
38 Staff comment: The proposed dwelling unit will slightly increase the density within
39 the immediate vicinity of the property. The roof design is uncharacteristic for the
40 neighborhood and nonconforming to New Castle Municipal Code 17.20.150. These
41 matters aside, the proposed accessory dwelling unit fully complies with all code
42 requirements and will have negligible impact on the community.

- 43
44 4. Is consistent with the comprehensive plan;

45
46 Staff comment: The Comprehensive Plan (Guiding Principle 5) recognizes a need for
47 affordable housing. Accessory dwelling units can provide an attractive low-Impact
48 alternative to meet the need:
49

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

10
11 Additionally, Policy H0-4 indicates:

12
13 *"The Town will continue to support the creation of accessory dwelling units in new*
14 *and existing residential areas."*

15
16 The 2019 Downtown Plan addresses the benefit of accessory dwelling unit
17 development:

18
19 *"Old Town is now one of the more affordable neighborhoods in the community.*
20 *However, it is relatively low density and downtown needs more residential support.*
21 *Increasing density in the Old Town neighborhood, within reason and where*
22 *appropriate, might be a proper step for several reasons. The Town Code allows*
23 *Accessory Dwelling Units (ADUs) as a conditional use in downtown. These can allow*
24 *residents to care and support for aging family members or provide rental space*
25 *creating extra income. Accessory dwelling units also serve renters with affordable*
26 *housing. Finally, additional housing units will add vibrancy downtown, as there will*
27 *be more people living nearby that will likely visit those businesses regularly."*

28
29 *"An accessory dwelling unit is a separate living space within a house or on the same*
30 *property as an existing house. Tiny houses, a recent housing trend, would be*
31 *considered an accessory dwelling unit if they are placed on a permanent foundation*
32 *on a lot containing a principal dwelling."*

33
34 *"It is recommended that the Town of New Castle sponsor information to the Old*
35 *Town residents about this existing opportunity. The information should illustrate*
36 *how such housing could be accommodated within the neighborhood, how provisions*
37 *could be developed to make sure that it does not infringe upon "the existing quality*
38 *of life in the neighborhood and the effect it could have on efforts to improve*
39 *downtown."*

40
41 5. The town has the capacity to serve the proposed use with water, sewer, fire
42 and police protection.

43
44 Staff comment: Other than water and sewer, impacts on the Town's infrastructure,
45 including police and fire protection are slight.

46
47 The staff recommends Planning and Zoning Commission approval of Resolution PZ
48 2020-1 with the following conditions:

1 A. The use approved in the application shall not be conducted until the town
2 planner has issued a conditional use certificate. That certificate shall be issued only
3 after applicant has entered into an agreement with the town specifying that all
4 conditions imposed by the town council will be completed and that the use and
5 improvements will be in accordance with the approved application site plan and
6 development schedule. The conditional use certificate must be issued within one
7 year of the date of final approval by town council, or the application is deemed
8 withdrawn by the applicant and is of no further force and effect.

9
10 B. No approved conditional use may be altered, structurally enlarged, expanded in
11 parking area or expanded in ground area unless the site plan is amended and
12 approved in accordance with the procedures applicable to approval of a conditional
13 use as set out in chapter 17.84.070.

14
15 C. In the event the town receives any complaints about the use of the site or
16 observes or becomes aware of any violations of the conditional use approval, the
17 applicant and/or owner may be summoned before the town council in a public
18 meeting to show-cause why the permit should not be revoked, suspended, or
19 additional conditions imposed. Such show-cause hearing shall be open to the public
20 and the applicant or owner may present testimony or offer other evidence on its
21 behalf.

22
23 D. New water service will extend from the primary dwelling tap with adequate
24 sewer & water separation as determined by the Public Works Department.

25
26 E. Applicant shall be required to pay all water and sewer tap fees associated with
27 the conditional use at 0.8 EQRs and a water rights dedication fee all totaling
28 \$14,400. The applicant shall pay \$4,800 of said fees for the water dedication
29 within 30 days of council approval of the application and prior to, and as a condition
30 of, the issuance of the planner's conditional use certificate. Applicant shall pay the
31 remaining balance (\$9,600.00) prior to the issuance of the building permit for the
32 construction of the accessory dwelling units over the garage.

33
34 F. The applicant shall comply with all applicable building, residential, electrical and
35 municipal code requirements including all sign code regulations.

36
37 G. Added exterior lighting will be dark sky compliant pursuant to the
38 Comprehensive Plan Goal EN-4.

39
40 H. All representations of the applicant in written and verbal presentations
41 submitted to the Town or made at public hearings before the planning commission
42 or town council shall be considered part of the application and binding on the
43 applicant.

44
45 I. The applicant shall reimburse the town for any and all expenses incurred by the
46 town regarding this approval, including without limitation all costs incurred by the
47 towns outside consultants such as legal and engineering costs.

48
49 Chair Apostolik closed the Public Hearing at 7:12 p.m.

1
2 **Motion: Commissioner Riddile made a motion recommending approval of**
3 **Resolution PZ-2020-1, A Resolution of the New Castle Planning & Zoning**
4 **Commission Recommending Approval Conditional Use Permit for an**
5 **Accessory Dwelling Unit (ADU).**
6

7 **Commissioner Bourquin seconded the motion, and it passed on a roll call**
8 **vote: Commissioner Bourquin: Yes; Commissioner Sass: Yes; Commissioner**
9 **Riddile: Yes; Chair-Commissioner Apostolik: Yes; Commissioner McDonald:**
10 **Yes.**
11

12 **Public Hearing**

13 Brief description of application: Application for PUD Master Plan Amendment of
14 Planning Areas PA13, PA17, & PA18 in Castle Valley Ranch – Changing Mixed-Use
15 1&2 Zoning to Residential Zoning;
16

17 Legal description: Town of New Castle, Garfield County, State of Colorado:
18

- 19 • Parcel A: A PARCEL OF LAND SITUATE IN THE NE1/4 SECTION 31 AND
20 THE NW1/4 SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90
21 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF
22 COLORADO, SAID PARCEL OF LAND BEING MORE
23 PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT
24 THE WEST 1/16 CORNER BETWEEN SAID SECTIONS 29 AND
25 32 A REBAR AND ALUMINUM CAP LS NO. 36572 SET IN
26 PLACE; THENCE S 01° 19' 34" E 1570.62 FEET TO A POINT
27 ON THE SOUTHERLY RIGHT OF WAY OF LINE CASTLE VALLEY
28 BOULEVARD, AS FILED WITH THE GARFIELD COUNTY CLERK
29 AND RECORDER'S OFFICE RECORDED JANUARY 9, 2001
30 UNDER RECEPTION NO. 574735, ALSO BEING A POINT ON
31 THE EASTERLY BOUNDARY LINE OF CASTLE VALLEY RANCH
32 PUD AS FILED WITH THE GARFIELD COUNTY CLERK AND
33 RECORDER'S OFFICE RECORDED AUGUST 10, 1983 UNDER
34 RECEPTION NO. 344590 THE TRUE POINT OF BEGINNING;
35 THENCE DEPARTING SAD RIGHT OF WAYS 01°19' 34" E AND
36 ALONG SAID EASTERLY BOUNDARY LINE 1066.16 FEET TO A
37 POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID
38 CASTLE VALLEY RANCH, P.U.D.; THENCE ALONG SAID
39 SOUTHERLY BOUNDARY LINE THE FOLLOWING FOUR (4)
40 COURSES: 1. N 89° 40' 24" W 1195.15 FEET; 2. N 00° 19'
41 36" E 120.00 FEET; 3. N 89° 40' 24" W 180.00 FEET; 4. N
42 00° 05'00" W 210.20 FEET; THENCE DEPARTING SAID
43 SOUTHERLY BOUNDARY LINE N 00° 05'00" W 983.59 FEET;
44 THENCE S 89° 56' 5" W 552.43 FEET TO A POINT ON THE
45 EASTERLY BOUNDARY LINE OF CASTLE VALLEY RANCH,
46 PA19A AND PA19B AS FILED WITH THE GARFIELD COUNTY
47 CLERK AND RECORDER'S OFFICE RECORDED NOVEMBER 29,
48 2005 UNDER RECEPTION NO. 687288; THENCE N 40° 33'
49 51" E ALONG SAID EASTERLY BOUNDARY LINE 283.40 FEET;

1 THENCE CONTINUING ALONG SAD EASTERLY BOUNDARY
2 LINE N 55° 43' 05" E 455.98 FEET TO A POINT ON SAID
3 SOUTHERLY RIGHT OF WAY LINE OF CASTLE VALLEY
4 BOULEVARD; THENCE DEPARTING SAD EASTERLY
5 BOUNDARY LINE AND ALONG SAID SOUTHERLY RIGHT OF
6 WAY LINE ALONG THE ARC OF A CURVE TO THE LEFT
7 HAVING A RADIUS OF 862.01 FEET; AN ARC LENGTH OF
8 591.51 FEET (CHORD BEARS S61° 39' 09" E 579.98 FEET);
9 THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF
10 WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1.S 81°
11 18' 39" E 261.25 FEET; 2. ALONG THE ARC OF A CURVE TO
12 THE RIGHT HAVING A RADIUS OF 719.98 FEET, AN ARC
13 LENGTH OF 342.58 FEET (CHORD BEARS S 67° 40' 47" E
14 339.36 FEET); 3. ALONG THE ARC OF A NON-TANGENT
15 CURVE TO THE LEFT HAVING A RADIUS OF 115.42 FEET, AN
16 ARC LENGTH OF 19.02 FEET (CHORD BEARS S 14° 30' 47" E
17 19.00 FEET); 4. ALONG THE ARC OF A CURVE TO THE LEFT
18 HAVING A RADIUS OF 82.00 FEET, AN ARC LENGTH OF
19 110.68 FEET (CHORD BEARS S 48° 27' 33" E 102.47 FEET);
20 5. ALONG THE ARC OF A NON-TANGENT CURVE TO THE
21 RIGHT HAVING A RADIUS OF 115.42 FEET, AN ARC LENGTH
22 OF 20.06 FEET (CHORD BEARS S 82° 08' 49" E 20.03 FEET);
23 6. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A
24 RADIUS OF 719.98 FEET, AN ARC LENGTH OF 57.30 FEET
25 (CHORD BEARS S 41° 01' 02" E 57.29 FEET); 7. S 38° 44'
26 14" E 193.94 FEET TO THE POINT OF BEGINNING.
27

- 28 • Parcel B: A PARCEL OF LAND SITUATE IN THE NE1/4 SECTION 31,
29 TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M.
30 COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL
31 OF LAND BEING MORE PARTICULARLY DESCRIBED AS
32 FOLLOWS: COMMENCING AT THE WEST 1/16 CORNER
33 BETWEEN SAID SECTIONS 29 AND 32, A REBAR AND
34 ALUMINUM CAP LS NO. 36572 SET IN PLACE; THENCE S29°
35 45' 20" W 2647.04 FEET TO A POINT ON THE SOUTHERLY
36 BOUNDARY LINE OF CASTLE VALLEY RANCH, P.U.D. AS FLED
37 WITH THE GARFIELD COUNTY CLERK AND RECORDER'S
38 OFFICE RECORDED AUGUST 10, 1983 UNDER RECEPTION
39 NO. 344590, THE TRUE POINT OF BEGINNING; THENCE
40 ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING
41 FOUR (4) COURSES: 1. N 89° 50' 34" W 450.00 FEET; 2. N
42 00° 09' 26" E 75.00 FEET; 3, N 89° 50' 34" W 275.00 FEET;
43 4, N 000 09' 26" E 150.00 FEET; THENCE DEPARTING SAID
44 SOUTHERLY BOUNDARY LINE N00° 47' 28" W 548.03 FEET
45 TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF
46 CASTLE VALLEY RANCH, PA 19A & WITH THE GARFIELD
47 COUNTY CLERK AND RECORDER'S OFFICE RECORDED
48 NOVEMBER 29, 2005 UNDER RECEPTION NO. 687288;
49 THENCE ALONG SAID SOUTHERLY BOUNDARY LINE N 40°

1 33' 51" E 273.86 FEET; THENCE DEPARTING SAID
2 SOUTHERLY BOUNDARY LINE N 89° 56' 25" E 552.43 FEET;
3 THENCE S 00° 05' 00" E 983.59 FEET TO THE POINT OF
4 BEGINNING (a/k/a Assessor Account No. R043084.)
5

- 6 Parcel C: A PARCEL OF LAND SITUATE IN THE SW1/4 SECTION 29, SE1/4
7 SECTION 30, THE NE1/4 SECTION 31 AND THE NW1/4
8 SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE
9 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO,
10 SAID PARCEL OF LAND BEING MORE PARTICULARLY
11 DESCRIBED AS FOLLOWS: COMMENCING AT THE 1/4
12 CORNER BETWEEN SAD SECTIONS 29 AND 30, A BLM BRASS
13 CAP IN PLACE; THENCE S 27° 20' 37" E 2941.40 FEET TO A
14 POINT ON THE WESTERLY LINE OF LAKOTA CANYON RANCH,
15 FIRST AMENDED PLAT FLING NO. 1 AS FILED WITH THE
16 GARFIELD COUNTY CLERK AND RECORDER'S OFFICE
17 RECORDED JULY 18, 2003 UNDER RECEPTION NO. 632116,
18 THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAID
19 WESTERLY LINE S 90° 00' 00" W 34.26 FEET; THENCE
20 ALONG THE ARC OF A CURVE TO THE LEFT HAVING A
21 RADIUS OF 300.00 FEET; AN ARC LENGTH OF 123.32 FEET,
22 CHORD BEARS S 78° 13' 25" W 122.46 FEET; THENCE S 66°
23 26' 50" W 88.64 FEET; THENCE ALONG THE ARC OF A
24 CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET,
25 AN ARC LENGTH OF 180.86 FEET, CHORD BEARS S 83° 43'
26 05" W 178.13 FEET; THENCE N 79° 00' 40" W 277.49 FEET;
27 THENCE ALONG THE ARC OF A CURVE TO THE RIGHT
28 HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF
29 273.25 FEET, CHORD BEARS N 52° 55' 05" W 263.90 FEET;
30 THENCE N 26° 49' 30" W 358.53 FEET; THENCE ALONG THE
31 ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00
32 FEET; AN ARC LENGTH OF 218.29 FEET, CHORD BEARS N
33 62° 33' 33" W 204.41 FEET; THENCE S 81° 42' 24" W
34 142.08 FEET; THENCE S 08° 42' 12" E 51.58 FEET; THENCE
35 ALONG THE ARC OF A CURVE TO THE LEFT HAVING A
36 RADIUS OF 855.84 FEET, AN ARC LENGTH OF 209.29 FEET,
37 CHORD BEARS S 15° 42' 32" E 208.77 FEET; THENCE S 65°
38 53' 03" W 97.34 FEET; THENCE S 81° 23' 34" W 266.32
39 FEET; THENCE S 51° 51' 16" W 126.84 FEET; THENCE S 36°
40 47' 12" W 88.30 FEET TO A POINT ON THE NORTHERLY
41 RIGHT OF WAY LINE OF CASTLE VALLEY BOULEVARD AS
42 FILED WITH THE GARFIELD COUNTY CLERK AND
43 RECORDERS OFFICE RECORDED JANUARY 9, 2001 UNDER
44 RECEPTION NO. 574735; THENCE ALONG SAID NORTHERLY
45 RIGHT OF WAY THE FOLLOWING NINE (9) COURSES: 1. S
46 34° 40' 33" E 927.02 FEET; 2. ALONG THE ARC OF A CURVE
47 TO THE LEFT HAVING A RADIUS OF 762.01 FEET, AN ARC
48 LENGTH OF 620.22 FEET, CHORD BEARS S 57° 59' 36" E
49 603.25 FEET; 3. S 81° 18' 39" E 261.25 FEET; 4. ALONG THE

ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 819.98 FEET, AN ARC LENGTH OF 395.62 FEET, CHORD BEARS S 67° 29' 21" E 391.79 FEET; 5. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 140.42 FEET, AN ARC LENGTH OF 11.84 FEET, CHORD BEARS N 87° 15' 43" E 11.84 FEET; 6. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 86.00 FEET, AN ARC LENGTH OF 136.02 FEET; CHORD BEARS S 49° 50' 45" E 122.28 FEET; 7. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 170.42 FEET, AN ARC LENGTH OF 16.26 FEET, CHORD BEARS S 07° 16' 18" E 16.26 FEET; 8. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 819.98 FEET, AN ARC LENGTH OF 70.54 FEET, CHORD BEARS S 41° 12' 06" E 70.52 FEET; 9. S 38° 44' 14" E 63.19 FEET TO A POINT ON SAID WESTERLY LINE OF LAKOTA CANYON RANCH, FIRST AMENDED PLAT FILING NO. 1 AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE RECORDED JULY 18, 2003 UNDER RECEPTION NO. 632116 UNDER RECEPTION NO. 632116; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING NINE (9) COURSES: 1. N 01° 19' 33" W 284.64 FEET; 2. N 00° 50' 46" W 298.08 FEET; 3. N 01° 24' 24" W 405.00 FEET; 4. N 01° 13' 24" W 135.00 FEET; 5. N 03° 05' 23" E 23.82 FEET; 6. N 01° 46' 46" W 247.13 FEET; 7. S 88° 47' 17" W 2.05 FEET; 8. N 01° 19' 33" W 12.43 FEET TO THE WEST 1/16 CORNER OF SECTIONS 29 AND 32 A REBAR AND ALUMINUM CAP LS NO. 36572 IN PLACE; 9. N 00° 55' 44" W 17.57 FEET TO THE POINT OF BEGINNING.

- Parcel D: A PARCEL OF LAND LOCATED ENTIRELY WITHIN THAT PARCEL DESCRIBED BY THE WARRANTY DEED RECORDED MARCH 9, 2006 UNDER RECEPTION NO. 693683 SITUATE IN THE SW 1/4 OF SECTION 29, SE 1/4 OF SECTION 30, AND NW 1/4 OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M., GARFIELD COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT FROM WHENCE A BLM BRASS CAP IN PLACE AT THE 1/4 CORNER OF SAID SECTIONS 29 AND 30 BEARS N 53° 08' 04" W A DISTANCE OF 1655.92 FEET WITH ALL BEARING RELATIVE TO N 89° 36' 48" E THE LINE BETWEEN FOUND MONUMENTS FOR SAID W 1/4 CORNER SECTION 29 AND A REBAR AND CAP STAMPED LS 13174 THE NORTHEAST CORNER OF SAID OPTION PARCEL; THENCE S 00° 55' 44" E ALONG THE WEST LINE OF PARCEL A-1 AS DEPICTED ON THE PLAT; THE AMENDED AND RESTATED SUBDIVISION EXCLUSION/EXEMPTION OF LAKOTA CANYON RANCH AS RECORDED JULY 18, 2003 UNDER RECEPTION NO. 632118 A DISTANCE OF 1124.50 FEET TO A POINT ON THE WEST LINE

OF BLOCK F AS DEPICTED ON THE PLAT; FIRST AMENDED
AND RESTATED FINAL SUBDIVISION PLAT OF LAKOTA
CANYON RANCH FILING 1 AS RECORDED JULY 18, 2003
UNDER RECEPTION NO. 632116; THENCE N 88° 47' 17" E
ALONG A SOUTHERLY LINE OF SAID AMENDED AND
RESTATED SUBDIVISION EXCLUSION/EXEMPTION OF
LAKOTA CANYON RANCH A DISTANCE OF 0.99 FEET;
THENCE S 01° 21' 09" E ALONG SAID WEST LINE BLOCK F A
DISTANCE OF 465.00 FEET TO A POINT ON THE NORTH LINE
OF SILVERADO TRAIL RIGHT OF WAY AS DEPICTED ON SAID
PLAT OF LAKOTA CANYON RANCH FILING 1; THENCE S 88
°47' 17" W ALONG THE NORTH LINE OF SAID SILVERADO
TRAIL A DISTANCE OF 4.42 FEET; THENCE S 00° 55' 44" E A
DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH LINE
OF A PARCEL AS DESCRIBED IN INSTRUMENT RECORDED
APRIL 17, 2007 UNDER RECEPTION NO. 721293; THENCE
THE FOLLOWING NINE (9) COURSES ALONG SAID NORTH
LINE; 1. S 90° 00' 00" W A DISTANCE OF 34.26 FEET; 2.
THENCE 123.32 FEET ALONG THE ARC OF A CURVE TO THE
LEFT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE
OF 23° 33' 09" AND A SUBTENDING CHORD BEARING S 78°
13' 26" W A DISTANCE OF 122.45 FEET; 3. THENCE S 66°
26' 50" W A DISTANCE OF 88.64 FEET; 4. THENCE 180.86
FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A
RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 34° 32' 30"
AND A SUBTENDING CHORD BEARING S 83° 43' 05" W A
DISTANCE OF 178.13 FEET; 5. THENCE N 79° 00' 40" W A
DISTANCE 277.49 FEET; 6. THENCE 273.25 FEET ALONG
THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF
300.00 FEET, A CENTRAL ANGLE OF 52° 11' 11" AND A
SUBTENDING CHORD BEARING N 52° 55' 05" W A DISTANCE
OF 263.90 FEET; 7. THENCE N 26° 49' 30" W A DISTANCE
OF 358.53 FEET; 8. THENCE 218.29 FEET ALONG THE ARC
OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00
FEET, A CENTRAL ANGLE OF 71° 28' 06" AND SUBTENDING
CHORD BEARING N 62° 33' 33" W A DISTANCE OF 204.41
FEET; 9. THENCE S 81° 42' 24" W DISTANCES OF 104.99
FEET TO A POINT ON THE EAST LINE OF THE NORTH WILD
HORSE DRIVE RIGHT OF WAY AS DESCRIBED IN THE
SPECIAL WARRANTY DEED RECORDED SEPTEMBER 25, 2007
UNDER RECEPTION NO. 733780; THENCE THE FOLLOWING
THREE (3) COURSES ALONG SAID NORTH WILD HORSE
DRIVE; 1. N 08° 42' 12" W A DISTANCE OF 17.22 FEET; 2.
THENCE 390.97 FEET ALONG THE ARC OF A CURVE TO THE
RIGHT, HAVING A RADIUS OF 668.49 FEET, A CENTRAL
ANGLE OF 33° 30' 34" AND A SUBTENDING CHORD BEARING
N 08° 03' 05" E A DISTANCE OF 385.42 FEET; 3. THENCE
228.11 FEET ALONG THE ARC OF A REVERSE CURVE HAVING
A RADIUS OF 491.25 FEET, A CENTRAL ANGLE OF 26° 36'

1 20" AND SUBTENDING CHORD BEARING N 11° 30' 11" E A
2 DISTANCE OF 226.07 FEET TO A POINT OF NON-TANGENCY;
3 THENCE 103.99 FEET ALONG THE ARC OF A CURVE TO THE
4 RIGHT HAVING A RADIUS OF 250.00 FEET, A CENTRAL
5 ANGLE OF 23°50'00" AND A SUBTENDING CHORD BEARING
6 S 79° 12' 35" E A DISTANCE OF 103.24 FEET; THENCE S 67°
7 17' 36" E A DISTANCE OF 131.42 FEET; THENCE S 30° 00'
8 58" W A DISTANCE OF 50.41 FEET; THENCE S 18° 54' 59" W
9 A DISTANCE OF 221.52 FEET; THENCE S16° 07' 55" W A
10 DISTANCE OF 50.00 FEET; THENCE 104.09 FEET ALONG THE
11 ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 970.00
12 FEET, A CENTRAL ANGLE OF 6° 08' 55" AND A SUBTENDING
13 CHORD BEARING S 11° 34' 51" W A DISTANCE OF 104.04
14 FEET TO A POINT OF NON-TANGENCY; THENCE S 71° 43'
15 03" E A DISTANCE OF 57.57 FEET; THENCE S 63° 30' 38" E
16 A DISTANCE OF 55.33 FEET; THENCE S 56° 40' 07" E A
17 DISTANCE OF 55.13 FEET; THENCE S 44°48' 48" E A
18 DISTANCE OF 174.82 FEET TO A POINT OF NON-TANGENCY;
19 THENCE 30.23 FEET ALONG THE ARC OF A NON-TANGENT
20 CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET, A
21 CENTRAL ANGLE OF 6° 17' 51" AND A SUBTENDING CHORD
22 BEARING N 42° 06' 34" E A DISTANCE OF 30,21 FEET;
23 THENCE S 51° 02' 22" E A DISTANCE OF 247.25 FEET TO A
24 POINT OF NON-TANGENCY; THENCE 102.92 FEET ALONG
25 THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF
26 481.00 FEET, A CENTRAL ANGLE OF 12° 15' 34" AND
27 SUBTENDING CHORD BEARING N 54° 54' 14" E A DISTANCE
28 OF 102.72 FEET; THENCE 122.69 FEET ALONG THE ARC OF A
29 REVERSE CURVE HAVING A RADIUS OF 219.00 FEET, A
30 CENTRAL ANGLE OF 32° 05' 53" AND A SUBTENDING CHORD
31 BEARING N 44° 59' 05" E A DISTANCE OF 121.09 FEET;
32 THENCE N 28° 56' 08" E A DISTANCE OF 541.68 FEET;
33 THENCE N 14° 00' 12" E A DISTANCE OF 22.45 FEET;
34 THENCE N 00° 55' 44" W A DISTANCE OF 289.40 FEET;
35 THENCE N 32° 41' 48" W A DISTANCE OF 88.46 FEET;
36 THENCE N 00° 02' 34" W A DISTANCE OF 167,50 FEET;
37 THENCE N 54° 50' 38" E A DISTANCE OF 173.10 FEET;
38 THENCE S 89° 54' 27" E A DISTANCE OF 116.87 FEET TO
39 THE POINT OF BEGINNING, LESS AND EXCEPT THE
40 FOLLOWING PROPERTIES FROM ALL OF THE ABOVE: LOTS 1
41 THROUGH 19 AND OPEN SPACE, CASTLE VALLEY RANCH
42 SUBDIVISION PA12, FILING 9, ACCORDING TO THE PLAT
43 THEREOF RECORDED SEPTEMBER 25, 2007 UNDER
44 RECEPTION NO. 733785; LOTS 1 THROUGH 17, CASTLE
45 VALLEY RANCH SUBDIVISION PA13, FILING NO. 10,
46 ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER
47 28, 2011 UNDER RECEPTION NO. 812500; LOTS 1A, 1B AND
48 1C, LOTS 2A, 2B AND 2C, AMENDED FINAL PLAT OF LOTS 1
49 AND 2 OF CASTLE VALLEY RANCH PA12, FILING NO. 9; LOTS

1 3A, 3B AND 3C, LOTS 14A, 14B AND 14C, AMENDED FINAL
2 PLAT OF LOTS 3 AND 14 OF CASTLE VALLEY RANCH PA12,
3 FILING NO.9; LOTS 4A, 4B AND 4C, LOTS 15A, 15B AND
4 15C, AMENDED FINAL PLAT OF LOTS 4 AND 15 OF CASTLE
5 VALLEY RANCH PA12, FILING NO. 9; ALL THOSE STREETS
6 AND PUBLIC RIGHTS OF WAY DEDICATED ON THE FINAL
7 PLAT OF CASTLE VALLEY RANCH PA12, FILING NO.9; and
8 ALL THOSE STREETS AND PUBLIC RIGHTS OF WAY
9 DEDICATED ON THE FINAL PLAT OF CASTLE VALLEY RANCH
10 PA13, FILING NO.10,
11

12 Common address: N/A
13

14 Applicant: CVR Investors, Inc. and its assigns
15

16 Landowner: CVR Investors, Inc.
17

18 Chair Apostolik opened the Public Hearing at 7:13 p.m.
19

20 Planner Smith said that the purpose of the application was to repurpose the
21 remaining mixed-use properties owned by the applicant to general residential
22 zoning. If successful, it will result in two mixed-use parcels in Castle Valley Ranch
23 still outstanding: 1.) A 10.8 acre lot northwest of the Pyramid Drive roundabout
24 owned by CTS Investors; 2.) An approximately 30 acre parcel southwest of the
25 Castle Valley Boulevard and N. Midland intersection owned by Williams Family
26 Investments. (Note: 15.6 acres of mixed-use land still remains undeveloped in
27 Lakota near Castle Valley Boulevard and Faas Ranch Rd.)
28

29 Planner Smith said that the applicant was bound by a 3-party restrictive covenant
30 with CTS Investors and Williams Family Investments (Exhibits 13 & 15). The
31 covenant defines various water right commitments and allocates the number of
32 residential units and commercial space to each owner. With respect to commercial
33 space the agreement assigns 10,230sf to Williams Family Investments, 89,770sf to
34 the property owned by CTS Investors, and no share of the space to the applicant.
35 Because of the private agreement excludes the town and the fact that the town
36 contemplates mixed-use for the proposed area per the Master Plan, there is a
37 potential for conflicting land-use philosophies which may hobble future
38 development. The application is a pre-emptive effort to align the Master Plan more
39 consistently with the restrictive covenant and thereby steer clear of disputes.
40

41 Planner Smith said that amending a master plan was concerned with improving the
42 vision of the current plan. The planning and zoning commission and council are
43 being asked to consider whether the town is better off, now and in the future,
44 repurposing 47 acres of mixed-use development for exclusively residential use.
45 Pursuant to the provisions set forth in Municipal Code chapter 16.08, planning and
46 zoning commission is required to hold a public hearing on the application. Planner
47 Smith said that within thirty (30) days after the close of the public hearing, the
48 commission must make one of three recommendations to town council:
49

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

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

Planner Smith said that the current status of development in Castle Valley Ranch was as follows:

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

Planner Smith summarized by saying that past development of Castle Valley Ranch had tracked closely with the latest master plan, with one noticeable exception: the 2.3 acres of commercial space slated to be located within the mixed-use zones of the PUD had yet to be realized. As revealed in the approved minutes of the 1st reading of the 2nd Amended Master Plan (Exhibit 12) the east entry of Castle Valley Ranch envisioned, according to owner Steve Craven (CTS Investments), "garden offices, mini-storage, incubator office space (office space in front, warehouse in back), and offices for the many contractors who live in the New Castle area but have no place to have an office in New Castle." Mr. Craven went on to say, "the

1 Master Plan was trying to create a destination community for primary homebuyers,
2 not a place where people live because they cannot afford to live closer to the resort
3 areas.” The mixed-use areas east of the established filings of Castle Valley Ranch
4 were intended to have the flexibility for future development to accommodate new
5 ideas as the Town grew and needs evolved.

6
7 Planner Smith said that the application proposed only to amend the zoning
8 designations of four mixed-use parcels in Castle Valley Ranch and did not affect in
9 any adverse way the remaining provisions of the 2002 Master Plan. The remaining
10 provisions shall govern in the event of any conflict with the amendment. With that
11 in mind, he noted that the application should be approved only if planning and
12 zoning commission found that the application:

13
14 1. Is generally compatible with adjacent land uses;

15
16 Staff comment: Contiguous parcels are identified by open space, residential, or
17 mixed use. Proposed residential zoning will resonate with these land uses.

18
19 2. Is consistent with the comprehensive plan;

20
21 Staff comment: Broadly, the comprehensive plan envisions compact communities
22 with a mixture of residential, commercial, and open space. This is the Smart
23 Growth model identified in Goal CG-5 and referenced elsewhere in the
24 comprehensive plan. The intention is to reduce sprawl, generate local employment,
25 encourage healthy amenities, and generally motivate a balanced lifestyle. As
26 manifested in various filings in castle Valley Ranch to date, the achievement of this
27 vision has begun, but is far from complete. Specifically commercial prospects,
28 which attract local employment and provide needed amenities, continue to be
29 relegated. Though the application does not prohibit commercial space elsewhere in
30 Castle Valley Ranch, staff contends that the proposal does obfuscate the goals and
31 policies of the comprehensive plan by:

- 32
33 • Undermining the aim of balanced communities;
34 • Permanently narrowing the potential locations for commercial development,
35 local employment, and non-residential amenities;
36 • Creating the prospect where the available commercial space (i.e. 100,000sf)
37 could be “zoned away” as future filings are approved. There is nothing in the
38 ordinance which obligates any of the owners from building commercial;
39 • Making it more difficult to flex with future needs of the community by restricting
40 a large portion of the PUD for one specific use;

41
42 Mixed-use as defined in both Castle Valley Ranch and Lakota epitomizes the overall
43 thrust of the comprehensive plan. A decision to re-designate these zones may make
44 some short-term sense, but ultimately defies many of the guiding principles for
45 Town growth.

46
47 3. The town has the capacity to serve the proposed use with water, sewer, fire and
48 police protection;

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

4
5 4. The uses proposed within the PUD are uses permitted outright or by special
6 review within the zoning district or districts contained within the PUD;
7

8 Staff comment: Not Applicable.
9

10 5. The number of dwelling units permitted by the underlying zoning districts is not
11 exceeded by the PUD plan;
12

13 Staff comment: Due to the nature of the application, future residential development
14 is unspecified. The applicant will however be limited to the PUD maximum 1,400
15 units, of which roughly 540 units remain.
16

17 6. The PUD utilizes the natural character of the land, includes compatible land uses,
18 provides for fire and police protection, off-street parking, vehicular, pedestrian and
19 bicycle circulation, outdoor recreation, is of overall compatible architectural design,
20 achieves adequate screening, buffering and aesthetic landscaping, avoids
21 development of areas of potential hazard, ensures compliance with the performance
22 standards and meets all other provisions of this title.
23

24 Staff comment: Due to the nature of the application, it is unclear how future filings
25 will be designed. As residential parcels, however, staff does not anticipate conflicts
26 with performance standards or other design requirements of this title.
27

28 The application makes changes to the vision of the Master Plan in Castle Valley
29 Ranch. The purpose of the hearing was to decide whether these changes are
30 compelling upgrades to the PUD and to the town. Clearly, residential land use is
31 consistent with other land uses. However there is nothing urgent, in staff's opinion,
32 to develop free-market residential units, and without a balance of commercial space
33 there is good indication that more residential may in fact adversely impact the
34 municipality.
35

36 Planner Smith said that in short, staff believed that the proposal, as written, does
37 not meet the town's development and community goals as outlined in its
38 comprehensive plan. With mixed-use zoning the town had at least twice the land-
39 use options as it would with solely residential zoning. Since decisively forecasting
40 future land-use needs is complex, surrendering the flexibility of mixed-use zoning
41 might be ill-advised. Because of these considerations, staff recommended
42 continuing the hearing for Resolution No. PZ 2020-2 until the applicant, CTS
43 Investments, LLC, and Williams Family Investment Company, RLLP present phasing
44 alternatives for the allocated commercial space that both preserved the terms of
45 the restrictive covenant and was consistent with the guidance of the comprehensive
46 plan.
47

48 Commissioner Riddle asked about the vested rights in Castle Valley Ranch.

49 Attorney Carmer said when Castle Valley Ranch was first approved and annexed

1 into the town there was a site specific development plan which meant it carried the
2 vested rights with it. What was approved then cannot be diminished. The applicant
3 was also a property owner in Castle Valley Ranch and that is why the applicant can
4 ask for a change in the zoning. She said that the town will want is the other major
5 land holders with other mixed-use in the PUD to agree to the zoning change
6 because the change would affect their vest rights. Attorney Carmer said there were
7 letters from the other land holders agreeing to the change. If the zoning change
8 was approved, there would be a formal agreement made.

9
10 Applicant Aaron Atkinson said CVR Investors bought the property back in 2010
11 through a bankruptcy. There was a restrictive covenant prior to CVR Investors
12 acquiring the property. The agreement was a three-way agreement between CTS
13 Investments, LLC and Williams Family Investment Company RLLP and CVR
14 Investors. He said that the agreement was recorded and goes with the property.

15
16 Mr. Atkinson said they had purchased the vacant land previously owned by Village
17 Homes who had executed a restrictive covenant with CTS Investments, LLC, which
18 is owned by Mr. Steve Craven. The covenant prohibited Village Homes from using
19 their vacant land for purposes of commercial development. CVR Investors was
20 informed that the restrictive covenant runs with the land, and is binding upon CVR
21 Investors, Inc. in the development of the land. He said they had provided the Town
22 with a copy of the covenant.

23
24 Mr. Atkinson said that CVR Investors had conferred with Mr. Craven about the
25 application and Mr. Craven did not object to the application. Unlike CVR Investors,
26 Inc., Mr. Craven had expressed his interest in commercial development at some
27 point in the future. Mr. Atkinson noted that, in actuality, the restrictive covenant did
28 not reserve a very large number of commercial units. When converted to acreage,
29 it amounted only to a few acres of commercial development. CTS Investments, LLC
30 possessed more than enough acreage to meet the number of commercial units
31 when they decided to move in that direction.

32
33 Mr. Atkinson said that CVR Investors, Inc. had never been involved in commercial
34 development, and have no intention to do so. Rather, he said they were a
35 residential development company. He further noted that to date, no one had ever
36 approached CVR Investors to propose developing commercial units in New Castle in
37 the ten years they had owned the property.

38
39 Mr. Atkinson said that CVR Investors believed that the Town of New Castle was not
40 currently poised to absorb commercial development on the CVR Investors property,
41 particularly the area of Filing 11 which was presently the subject of an ongoing
42 development application. He said that although commercial development may have
43 played a significant part of the Comprehensive Plan which was enacted around
44 2008, obviously the market did not develop in the manner that was anticipated at
45 that time. He felt that New Castle had not witnessed the demographic growth that
46 was anticipated, and therefore commercial development had not progressed as the
47 town or anyone else would have liked. As a result, CVR Investors were not in a
48 position to even consider developing commercial units.

1 Mr. Atkinson said that CVR Investors is a close-knit company with concerned
2 owners who want everyone to succeed in New Castle. CVR Investors intimately
3 understand the problems that were caused by Village Homes in their eagerness to
4 force something that the market was not poised to bear. Instead, CVR Investors
5 wants to be conscientious in their development by building quality products
6 steadily, such that the market can readily absorb them and everyone will prosper.
7

8 Mr. Atkinson said that CVR Investors is very enthusiastic about plans to build and
9 develop in New Castle, and the proposed re-zoning was one of the beginning steps
10 to bring those plans to fruition. He said it was important to CVR Investors to
11 maintain close ties and work with the town in all other facets of development.
12

13 Sally Linden, New Castle resident. Ms. Linden asked if CVR Investors turned the
14 property into all residential what their plan was. Ms. Linden said she had moved to
15 New Castle from a high-density development and did not want to see that happen
16 here. Once the land was gone it's gone, and she wanted the open space and the
17 trails maintained.
18

19 Mr. Atkinson said he did not know and it depended on the market. There were no
20 plans or designs other than the plans for Filing 11 that they had just submitted that
21 proposed 91 residential units.
22

23 Connie Davis, New Castle resident. Ms. Davis asked what type of residential CVR
24 Investors was proposing and whether there will be a variety of homes.
25

26 Mr. Atkinson said there would be a variety of homes and with respect to the comp
27 plan there should be a mix of housing types.
28

29 Planner Smith said looking at current trends called for higher density types of
30 housing. With that he said there should be trails as well as buffer and breathable
31 space. Having it denser helped it to be more cost effective with infrastructure and
32 maintenance.
33

34 Town Administrator Dave Reynolds said the restrictive covenant limited the total
35 number of residential units. The plan was not unlimited buildout and the developer
36 did not have the right to build exclusively tri-plex units.
37

38 Mr. Atkinson said CVR Investors were restricted to about 300 units. Certain areas
39 will be one type of homes and other areas would be of another type of home.
40

41 Planner Smith said there were 377 residential units total CVR Investors could build
42 on their parcels. CVR Investors have already developed 74 residential units which
43 leave 303 residential units left. With Filing 11 there are 91 potential residential
44 units that leaves 212 residential units left to be developed on CVR Investors
45 parcels. CTS Investments would have 136 residential units.
46

47 Ms. Davis asked if there would be restrictions on what type or kinds of commercial
48 would be allowed.
49

1 Chair Apostolik said when an application came in to plat what the developer
2 wanted, that is when the application would be reviewed and determined if the
3 application met the requirements.

4
5 Ms. Davis asked at what point is Castle Valley Boulevard will become a four lane
6 road.

7
8 Chair Apostolik said it was up to the town's engineer to determine when Castle
9 Valley Boulevard needed to be made into a four lane road. There are certain trigger
10 points that included statistics regarding density, population and vehicle traffic
11 numbers.

12
13 Wayne Shelton, New Castle resident. Mr. Shelton said the town's population was
14 about half of Glenwood Springs and approximately 10 percent retail. With the town
15 being a "bedroom community" there was very little commercial opportunity for
16 anyone.

17
18 Chair Apostolik said with his years of experience sitting on the planning & zoning
19 commission, every commercial developer stated "there needs to be more roof
20 tops." The commission has asked what that number was.

21
22 Dee Kressner, New Castle resident. Ms. Kressner said there were trails behind her
23 house that are used on a regular basis by many people each day.

24
25 Denise Scheberle, New Castle resident. Ms. Scheberle said she would like to caution
26 the commission on how the development should be move forward. She said she
27 was very concerned about the density of filing 11. There were tri-plexes with no
28 open space and there is drainage in the area. She felt that what made New Castle,
29 New Castle was the open space. Ms. Scheberle felt that people needed to have
30 room to breathe. Ms. Scheberle encouraged the commission and the developer to
31 think creatively as she felt there could be a corridor that would benefit everybody
32 and be something special.

33
34 Marty Gervais, New Castle resident. Mr. Gervais said there should be some trail
35 access continued through the area. Mr. Garvais asked if the commercial was taken
36 away from CVR Investors, if that would that put more pressure on other areas to
37 have commercial.

38
39 Planner Smith said the maximum in Castle Valley Ranch for commercial was
40 100,000sf which was about 2.3 acres. That could be 10-20 lots. CTS Investors had
41 90,000sf of commercial and Williams Family Investments had 10,000sf of
42 commercial. That was the maximum that is allowed in Castle Valley Ranch. Lakota
43 Canyon Ranch had additional 100,000sf of commercial.

44
45 Tom Schwerk, New Castle resident. Mr. Schwerk said that Colorado River Fire
46 Rescue will be asking for a Mill Levey increase. Their impacts are directly related to
47 the increase of population and property taxes were not bringing in enough
48 revenues. CVR Investors bought the property knowing about the agreement.

1 Administrator Reynolds said Colorado River Fire Rescue was looking to a new Mill
2 Levey because what they were currently taking in was not enough. Much of their
3 budget relied on oil and gas, and Fire Departments collect nothing on sales tax. The
4 town runs off of property taxes, sales taxes and Mill Levies. He said the town relied
5 heavily on sales tax.

6
7 Jean Huyser, New Castle resident. Ms. Huyser asked if the proposed density will be
8 similar to the density on North Wild Horse.

9
10 Mr. Atkinson said CVR Investors were restricted on certain type of density, and it
11 was approved on a case by case basis.

12
13 Commissioner Bourquin asked for clarification won the proposed land use changing
14 from mixed-use zoning to residential zoning. She said the town had R1, R2 and R3
15 zoning within the code. She asked what type of residential zoning CVR Investors
16 was looking for because it would help answer the density questions.

17
18 Attorney Carmer said the decision on the zoning was made at the filing level.

19
20 Ms. Huyser asked how much open space was required in each filing.

21
22 Chair Apostolik said the open space had to be a usable space.

23
24 Brian Westerlind, New Castle resident. Mr. Westerlind asked why they change in
25 zoning if they could already build residential.

26
27 Mr. Atkinson said that the reason was because of the restrictive covenants which
28 were at odds with the way the master plan worked. Discussions with town council
29 and town staff indicated that a change in the master plan would more appropriately
30 place the zoning in line with the restrictive covenants.

31
32 Commissioner Riddle said that the town council had requested that CVR Investors
33 make the application for more global planning. He said it was not the first time
34 mixed-use had been zoned and then moved to the East. When Castle Valley Ranch
35 started commercial development had not been proposed. Looking at the map there
36 is no more room to move the commercial to the East..

37
38 Mr. Westerlind said that it looked like the application was another effort to push
39 commercial into a smaller area yet again. He felt that if it was left like it is
40 currently, then it could be reviewed as the development process progressed. Mr.
41 Westerlind felt that the agreement was not restricting them from building any
42 houses and he said it was not the right move to make at this time. He felt it was
43 better to find a way to work with the town.

44
45 Chair Apostolik said at the time the Comp Plan was being re-written the town was
46 growing at a high rate with all residential. The town was not able to keep up and
47 get some control over the growth. It took time to figure out where the town wants
48 to specifically or strategically place commercial. He said the town was also looking
49 towards the East for property that could be annexed into the town. Chair Apostolik

1 said they also considered West down Highway 6 and on the South side of the river
2 in the county at what possible development may happen. Commercial in Castle
3 Valley Ranch was also considered back then.

4
5 Mary Gervais, New Castle resident. Ms. Gervais asked if commercial were taken
6 away from Castle Valley Ranch if that would force Lakota Canyon Ranch to have
7 commercial.

8
9 Attorney Carmer said no, that it would depend on what the developer wanted to do.
10 Commercial square footage was not being taken away from Castle Valley Ranch, it
11 was just saying where commercial could go. Even if the application was approved
12 tonight, there was still 100,000sf of commercial that would be developed in Castle
13 Valley Ranch. Lakota Canyon Ranch had a similar limitation.

14
15 Commissioner Bourquin asked Mr. Atkinson where he feels the middle ground was
16 with the town.

17
18 Mr. Atkinson said CVR Investors have been a good partner with the town, and
19 requests and issued had been addressed quickly.

20
21 Commissioner Riddile said there was some debate over the size and location of the
22 commercial space. When the comprehensive plan was written the context was very
23 different than what it was today. The commercial space that the town was hoping
24 would develop just had not come yet. He said that he was hearing that the
25 community valued open space, trails and breathing room.

26
27 Commissioner Riddile said if the density was increased and some of the lots
28 consolidated with conditions and guarantees from Mr. Atkinson, it could preserve
29 more open space which may be a good trade-off and balance the issues.

30
31 Chair Apostolik said CVR Investors was asking for all three parcels to be changed
32 and after hearing from the public, he felt that the commission needed more
33 information and time to think about the application.

34
35 **Motion: Chair Apostolik made a motion to continue the public hearing until**
36 **February 26, 2020. Commissioner McDonald seconded the motion and it**
37 **passed unanimously.**

38 39 **Items for next Planning and Zoning Agenda**

40 There were no items for next Planning and Zoning agenda.

41 42 **Staff Reports**

43 There were no staff reports.

44 45 **Commission Comments and Reports**

46 There were no commission comments or reports

47 48 **Review Minutes from Previous Meeting**

49 **Motion: Commissioner Riddile made a motion to approve the September**

1 **11, 2019 meeting minutes as submitted. Chair Apostolik seconded the**
2 **motion and it passed unanimously.**

3
4 **Motion: Chair Apostolik made a motion to adjourn the meeting.**
5 **Commissioner Bourquin seconded the motion and it passed unanimously.**

6
7 The meeting adjourned at 9:10p.m.

8
9
10 Respectfully Submitted,

11
12
13
14
15
16 _____
17 Planning and Zoning Commission Chair
Chuck Apostolik

18 _____
19 Deputy Town Clerk Mindy Andis, CMC