



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

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

Agenda

New Castle Planning and Zoning Commission Regular Meeting Wednesday, January 22, 2025, 7:00 PM

Virtual Meetings are subject to internet and technical capabilities.

To join by computer, smart phone or tablet:

<https://us02web.zoom.us/j/7096588400>

If you prefer to telephone in:

Please call: 1-346-248-7799

Meeting ID: 709 658 8400

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

Call to Order, Roll Call, Meeting Notice

Conflicts of Interest

Citizen Comments on Items NOT on Agenda

Public Hearing

A. Consider Resolution PZ 2025-1, A Resolution of the New Castle Planning and Zoning Commission Approving a Condition Use Permit

Comments/Reports

- Items for Next Planning and Zoning Agenda
- Commission Comments/Reports
- Staff Reports

Review Minutes of Previous Meetings

November 13, 2024 Draft Minutes

Adjournment



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

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

Planning Commission – Public Hearing
Wednesday, January 22nd, 2025
Resolution PZ 2025-1
Staff Report

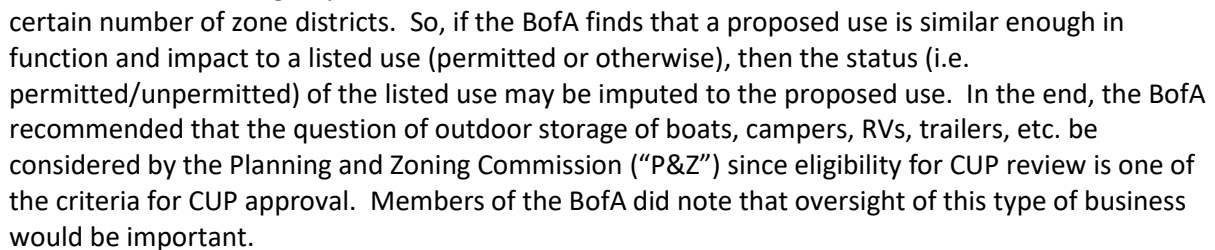
Name of Applicant	Grady & Suzanne Hazelton a.k.a Western Slope Investments
Mailing Address	PO Box 586, New Castle, CO 81647
Property Address	6255 CR 335, New Castle, CO 81647
Name of Property Owner	M&C Fattor, LLC
Existing Zoning	Industrial (part of Riverside Industrial Park)
Surrounding Zoning	Industrial, Open Space
Surrounding Land Uses	Open Space (Breslin Park), Propane Storage, Construction Storage, Warehouse
Recent Uses of Property	Truck Storage, Currently Vacant
Proposed Use of Property	Outdoor RV, watercraft, trailer, and other motor vehicle storage
Property Size	1.0 acre

I. Background:

The Applicant proposes the use of outdoor RV, watercraft, trailer, and other operable vehicle storage (hereafter “vehicle storage”) for the property located at 6255 CR335 in the Riverside Industrial Park. The Applicant maintains that additional vehicle storage is a much needed resource for the community (**Exhibit A, pg. 3**) and that an established facility will help balance out the townwide parking prohibition for RVs, trailers, and trucks in the public ROW (see Chapter 12.12). The proposal contemplates up to 70 spaces in a gated fence enclosure. Covenants will exclude inoperable vehicles and vehicle repairs. Furthermore, the Town’s performance standards will help control for nuisance concerns.

Prior to submittal, the Applicant and Staff discussed the proposal’s zoning status in terms of permitted (“self-storage facility”) or nonpermitted (“auto storage yard”) uses as listed in Sections

Presumably, a self-storage facility could imply outdoor vehicle storage and therefore be permitted (See section 17.52.030). Conversely, the storage of autos in an outdoor yard (“auto storage yard”) is allegedly prohibited (See section 17.52.040). On October 15th, 2024, Staff presented the matter to the Board of Adjustments (“BofA”) pursuant to section 17.12.020 (C). This section authorizes the BofA to “decide the proper application of unlisted uses to a use group” within a



CUP Approval Criteria: An approved application shall:

- 1.) be eligible for conditional review under § 17.84.040;
- 2.) be generally compatible with adjacent land uses;
- 3.) meet all requirements of § 17.84.020 of the Code, be in compliance with Title 17 of the Code, and minimize potential adverse impact of the conditional use on adjacent properties and traffic flow;
- 4.) be consistent with the comprehensive plan; and
- 5.) show that the Town has the capacity to serve the proposed use with fire and police protection and is not required to provide water or sewer service.

1.) Is the application eligible for conditional review under 17.84.040?

2 | Page

- C-1 (i.e. the downtown zone) prohibits both self-storage and auto storage yards, but allows outdoor storage in the rear of lots.
- C/G (i.e. Pepsi building) allows self-storage, prohibits auto storage yards. Does not comment on outdoor storage.
- C/T (west end of downtown) allows outdoor storage with a CUP only. Does not comment on self-storage or auto storage yards.
- P (west end of town) allows outdoor storage with a CUP only. Does not comment on self-storage or auto storage yards. Columbine Storage was granted a CUP for self-storage.
- H/B (Coal Seam Hotel proposal) allows for outdoor storage and parking lots by means of CUP. Does not comment on self-storage or auto storage yards.

Among these uses there may be some relevance in how things are stored (i.e. inside/outside) or what is being stored (i.e. operable vehicles, construction materials). This prompted the question of whether use labels of the past were applied uniformly between zones. Staff was ultimately unconvinced that zone district regulations, definitions, or concepts elsewhere in the Code could fully elucidate the meaning of the use in question.

Staff, then, concentrated their efforts on common usage and meaning of these concepts in the world beyond the Town code. For **self-storage**, the Wikipedia definition seemed as good a start as any:

Self-Storage is an industry that rents storage space (such as rooms, lockers, containers, and/or outdoor space), also known as "storage units," to tenants, usually on a short-term basis (often month-to-month). Self-storage tenants include businesses and individuals." (1/10/25)

At face value, this definition endorses the proposed use as a use by right. The images below demonstrate two local self-storage facilities, each with indoor/outdoor or mini-storage and vehicle storage. It is reasonable that both are deemed self-storage.



Canyon Creek Self Storage



Silt Self Storage

Interpreting “self-storage facility” to include both indoor and outdoor storage is also supported to some extent by Section 17.52.060(A), which states that “storage of materials shall be enclosed by a fence at least six feet in height.” This provision suggests outdoor storage may be contemplated as part of “self-storage” because, if storage could only occur in a building, there would be no need for a 6-foot fence. However, “Outdoor storage” is a separate and distinct use in other zone districts, which would suggest outdoor storage is its own type of use that is not subsumed under the general “self-storage facility” use.

Regarding an **auto storage yard**, the Code similarly provides limited guidance. One element that may distinguish “self-storage facility” (including vehicle storage) from an “auto storage yard” is that, generally speaking, self-storage facilities are used by their patrons for **private, non-commercial use**. This is consistent with the UHaul company’s explanation and nuance regarding vehicle storage:

“U-Haul has the extra space you need. Vehicle storage solves issues with neighborhood parking ordinance and parking space limitations with the added security benefit of keeping your vehicle at a secure self-storage facility.”

U-Haul locations have vehicle storage spaces that are up to 45 feet in length to accommodate any sized RV, boat or car. These spaces include enclosed, covered and uncovered storage spaces. U-Haul has the right vehicle storage for you, whether you have an RV, boat, car, pickup truck, ATV, project car, motorcycle or other vehicle.”
(<https://www.uhaul.com/Storage/Vehicle-Storage/>).

In other words, “vehicle storage” in a self-storage facility is merely a location to store automobiles or vehicles while their private owners are not using them. A distinction can also be made between auto vs. vehicle storage. Automobiles are self-propelled and include cars, trucks, RVs, UTVs etc. Vehicles would include these and trailers. The Applicant’s use aligns best with vehicle storage.

In contrast, an “auto storage yard” may be understood as limited to a single business or **commercial enterprise** by the storage yard owner. This is consistent with the nature of other prohibited uses in the Industrial zone such as an auto wrecking and salvage yard and truck repair and storage yard. Rendered in this way it’s conceivable that “auto storage yard” intends storage of inoperable automobiles, storage following repair, or perhaps a rental car lot. The Applicant’s proposal would only allow storage of operable vehicles by numerous, private “tenants,” which is more like self-storage and less like an auto storage yard.

Taking all these things into consideration, Staff sees three options:

1. A self-storage facility could be rendered a general category of use allowing for indoor and outdoor storage of various items, including storage of private, operable vehicles. If P&Z were inclined to understand the situation in this manner the Applicant’s use would be a permitted use and not require a conditional use permit.
2. If P&Z feels that the proposed use is coextensive with an auto storage yard, the Applicant’s proposed use is prohibited and ineligible for a CUP.
3. If P&Z determines that outdoor storage, including storage of operable vehicles, is its own unique use that does not fall within the “self-storage facility” or “auto storage yard” uses, it is deemed a conditional use and therefore eligible for conditional review under 17.84.040.

2.) Is the proposal generally compatible with adjacent land uses?

Adjacent land uses include:

- Natural gas storage and distribution (National Propane);
- Stoneyard (CK Stone);
- Truss manufacturing (Trussfab);
- Warehouse and freight company (NAP);
- Distribution Warehouse (Intermountain);
- Self-storage;
- Cabinet Manufacturing (V&R);
- Public Open Space (Breslin Park);

The Industrial District allows for a diverse mix of industrial/commercial uses (**Exhibit A, pg. 29**). With compliance to the performance standards, a vehicle storage facility seems consistent with the aforementioned uses. Though the Industrial district currently lacks a vehicle storage yard, numerous vehicles of various sizes and types are parked – often semi-permanently – throughout the district. Hence, once established, it would likely be a challenge to differentiate a vehicle storage yard from, say, a freight warehouse or V&R Cabinetry’s parking lot. However, it bears remembering

that the consistency of vehicle storage with adjacent uses does not nullify eligibility requirements discussed in section one above.

The Applicant is also subject to screening requirements per section 17.52.060(D). Screening improves curb appeal and security. The code requires vegetative screening (i.e. trees and shrubs). The Applicant prefers to screen with fabric fence screening (**Exhibit A, pg. 3 & pg. 29**), since potable water is unavailable.

3.) Does the proposal meet all requirements of § 17.84.020 of the Code, is in compliance with Title 17 of the Code, and minimizes potential adverse impact of the conditional use on adjacent properties and traffic flow?

The requirements of section 17.84.020 are addressed in the table below:

a. Adjacent land uses;	• Discussed in section 2.
b. Boundary and size of lot;	• 43,560sf; 20,000sf minimum per zoning
c. Building location height and setbacks	• N/A; No building contemplated
d. Off-street parking and loading areas	• N/A; All loading of vehicles will occur onsite
e. Points of ingress & egress	• Same entry and exit at SE corner of lot and CR335
f. Service and refuse areas	• Service and refuse will be offsite per covenants
g. Signs and lighting	• All signage to be permitted. Lights to be dark-sky.
h. Fencing, landscaping, and screening	• Applicant elects fabric screening. Vegetation required.
i. Compliance with performance standards	• Applicant agrees to enforce performance standards.
j. Anticipated utility requirements	• No utilities required.

Other than the required screening, Staff does not have further concerns with compliance to section 17.84.020 or Title 17.

4) Is the proposal consistent with the comprehensive plan?

With close proximity to the Colorado River (~170ft) and a Town pedestrian trail (30-40ft), preservation of the natural environment is a priority (**Goals EN-2, EN-6**). The Applicant's lease commits them to hazardous free operations. The Applicant allows only operable vehicles, the assumption being that leaks or spills from operable vehicles would be minimal. Staff recommends that the Applicant demonstrate enforcement policies in a draft lease so that P&Z can be confident management is sufficient.

The west end of the property (along the Colorado River) does appear to have ample native vegetation to screen operations from public view. P&Z will need to assess whether fabric fence

screening is an adequate substitute to vegetative screening along the property line. Screening requirements are described below (section 17.52.060D):

All property lines adjacent to the New Castle public parks are to be screened with trees and shrubs approved by the New Castle parks and recreation committee, and shall be in compliance with the tree city requirements as specified in Chapter 12.20. All property which is not adjacent to the New Castle public parks shall be screened with trees and shrubs on at least twenty-five (25) percent of their private property lines in compliance with Chapter 12.20, and with the approval of the New Castle parks and recreation committee. Review of screening by the parks and recreation committee shall be completed prior to the issuance of a building permit.

Lastly, Staff considered the anticipated vehicle density (up to 70 vehicles). With the protection of viewsheds in mind, it is vital that each lot be maintained without significant clutter or congestion. 6255 CR 335 is a one acre lot without structures. By comparison, Canyon Creek Storage (pictured above) is 3.43 acres. The picture shows 72 vehicles plus drive lanes and open space. Though not all 3.42 acres are usable, Staff had a concern whether the one acre proposal here would accommodate a comparable number of vehicles.

5) Does the proposal show that the Town has the capacity to serve the proposed use with fire and police protection and is not required to provide water or sewer service.

The site plan was reviewed and discussed with the fire marshal. Though the Town does not supply water service, need for fire flow was deemed unnecessary. The Police Department recommends a surveillance system to discourage trespassing and make the identification of potential violators easier. Public Works does not anticipate any change to water and sewer service.

III. Staff Recommendations:

Provided that P&Z agrees that the proposed use is conditional use, staff recommends approval of the application with the following conditions to Resolution 2025-1:

1. Prior to Council, the Applicant shall provide proposed management policies demonstrating consistency with and enforcement of Town performance standards.
2. Applicant shall provide a security plan for the property for review and approval by Council. To the extent security cameras are part of the plan, the number and location of the security cameras shall be reviewed by the Town of New Castle Police Chief.
3. Perimeter fencing shall be screened with fabric or otherwise comply with Section 17.52.060(D).
4. Applicant shall provide hours of operation for review and approval by Council.

5. No auxiliary equipment, materials, or supplies shall be stored onsite.
6. Applicant shall provide a trash management plan for review and approval by Council.
7. The use approved in the application shall not be conducted until the Town Planner has issued a conditional use certificate. That certificate shall be issued only after the Applicant has entered into an agreement with the Town specifying that all conditions imposed by the Town Planning Commission will be completed and that the use and improvements will be in accordance with the approved application site plan and development schedule. The conditional use certificate must be issued within one year of the date of final approval by Town Council, or the application is deemed withdrawn by the Applicant and is of no further force and effect.
8. No approved conditional use may be altered or expanded in ground area unless the site plan is amended and approved in accordance with the procedures applicable to approval of a conditional use as set out in § 17.84.070 of the Code.
9. In the event the Town receives any complaints about the use of the site or observes or becomes aware of any violations of the conditional use approval, the Applicant and/or owner may be summoned before the Town Council in a public meeting to show cause why the permit should not be revoked, suspended, or additional conditions imposed. Such show-cause hearing shall be open to the public and the applicant or owner may present testimony or offer other evidence on its behalf.
10. Insofar as necessary, Applicant shall comply with all applicable building and municipal code requirements, including all signage permitting, and county licensing requirements.
11. Any added exterior lighting will be dark sky compliant pursuant to the Comprehensive Plan Goal EN-4.
12. All representations of the Applicant in written and verbal presentations submitted to the Town or made at public hearings before the planning commission or Town Council shall be considered part of the application and binding on the Applicant.
13. 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.
14. Development of the Property shall be consistent with the site plan shown in **Exhibit. A, pages 7-8**, as approved by the Town Council.

IV. Application Exhibits:

A. Applicant Submittal

Planning Department

(970) 984-2311

Email:

psmith@newcastlecolorado.org



LAND DEVELOPMENT APPLICATION

Town of New Castle

PO Box 90

450 W. Main Street

New Castle, CO 81647

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

Applicant: Grady & Suzanne Hazelton Western Slope Investments	
Address: PO Box 586 6255 County 335	Phone: 970-618-0193 E-mail: ghazelton@hotmail.com
Property Owner: M & C Fattor LLC	
Address: Glenwood Springs	Phone: E-mail:
Contact Person: Mike Fattor	
Address: PO Box 447 Glenwood Spgs	Phone: E-mail:
Property Location/Address: 6255 County 335 New Castle CO	
Legal Description: Riverside industrial Park Sec 31 township 5 Range 90 Subdivision	Acres: 1.0
Existing Zone (e.g., Residential R-1, Commercial C-1): Industrial	Existing Land Use: Vacant

TYPE(S) OF LAND USE(S) REQUESTED

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

 Applicant Signature	12-10-24 Date
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AGREEMENT TO PAY CONSULTING AND ADMINISTRATIVE COSTS

Pursuant to municipal code section 16.08.070, for any land use application, the applicant shall pay all costs incurred by the town for the preparation of plats, plans, other required data and documents, recording fees, publication costs, legal and engineering review and advice, planning review and advice, inspections and all other out-of-pocket costs incurred by the town in connection with the land use application. In the case of withdrawal or denial of a land use application, the applicant shall be responsible for all costs actually incurred by the town in connection with such application regardless of the state of the review process at which the application is withdrawn or denied.

To secure payment of costs incurred by the town, the owner of the land proposed for development (and the applicant, if different) shall be required to sign the following agreement:

By signing below, the applicant and property owner hereby agree to reimburse the Town the actual costs to the Town for engineering, planning, surveying, legal services, and all other costs incurred by the Town in connection with the review and approval of the land use application. I also agree to reimburse the Town for the cost of making any correction or additions to the master copy of the official Town map and for any fees for recording any plats and accompanying documents with the County Clerk and Recorder of Garfield County. I agree that interest shall be imposed at the rate of 1.5% per month on all balances not paid within thirty (30) days of a statement. In the event the Town pursues collection of any amounts due and unpaid, the Town shall be entitled to collect attorney's fees and costs. In addition to all other remedies allowable by law, I agree that in the event any amounts remain due and unpaid for sixty (60) days the Town shall have the power and authority to certify such amounts, plus a ten percent penalty, to Garfield County to be imposed as a tax lien against the real property subject to the development application.

SO AGREED this 10 day of December, 2024.

Grady Hazelton
Applicant (Print Name)

[Signature]
Signature of Applicant

970-618-0193
Telephone Number

P.O. 586 New Castle CO
Mailing Address of Applicant

ghazelton@hotmail.com
Email

Email Address of Applicant

M's C Fattor LLC
Property Owner

Signature of Property Owner

N/A
Relationship of Owner to Applicant

P.O. 447 Glenwood Springs CO
Owner Mailing Address

Type of application: Conditional Use

Property description: Vacant - Industrial
Revised 3/2021

December 31, 2024

The purpose to this business facility is to provide a much needed asset to the Town of New Castle. As our community grows and recreation is a big part of that, the need for storage is growing as well. With HOA restrictions, as well as Town codes, this venture will prove to be a much needed benefit to our area.

The vehicles and trailers that would utilize this facility would include, but not limited to the following:

Class A, B and C Motorhomes, ATVs, jet ski, snowmobiles, campers, boats, enclosed trailers .

All RVs and trailers will be required to show proof of ownership and insurance.

All will be required to be mobile and able to move or be moved on demand.

We anticipate 60 to 70 clients to utilize this facility based on the size of vehicles etc...

This storage area will be secured by fencing, automatic gates and other measures deemed necessary.

As to section 17.52.060 in the municode the applicant requests the following;

Due to the nature of the industrial area of this property, limited space and lack of water we would like to utilize fence screening as opposed to trees and shrubs where it is deemed necessary and beneficial.

We appreciate the board's comments and consideration, and look forward to operating our business in our home town!

Grady and Suzanne Hazelton

Western Slope Investments Corp.

DBA: C'mon Back Boat And RV Storage

1/5/2025

Town of New Castle, CO
Planning Department

To whom it may concern:

It is with my knowledge and full understanding Mr. Grady Hazelton has my permission to pursue his venture on the Lot 2, Riverside Industrial Park also known as 6289 County Road 335, New Castle, CO 81647.

M & C Fattor L.L.C. its manager.

A handwritten signature in black ink, appearing to read "M & C Fattor", is written over a horizontal line.

A. Please find the following answers for the conditional use application.

1. a. Adjacent land uses

*National Propane... Tank and storage distribution facility

*Keith property..... Rock/masonry storage yard

*Town of New Castle undeveloped/disc golf.

b. See Exhibit A

c. N/A possible shed structure (not permanent)

d. N/A

e. See Exhibit A.Main entrance (2) 14ft. Chainlink gates. (1) Man gate west

f. N/A

g. See Exhibit A.....Sign on entry gates with name, address and phone number as per code.

h. 100% fenced with gates as mentioned in section E.

i. As per code 17.52.060 A. B. C. excluding D.

j. No additional utilities required electrical service is on site.

2. The anticipated start date for this project is upon approval and with full operation by June 2025.

3. This project is to provide a much needed service to our growing community. With the restrictions of on street parking in New Castle, as well as HOA requirements this is a necessary addition to our town. This will not only be an asset within the town limits, it falls well within the industrial zoning. This use of the property will allow for parking of registered, insured vehicles and open and enclosed trailers. This facility will be locally owned and operated as well as frequently monitored to insure that it remains an asset to the town.

B. Properties within the 250ft envelope are as follows:

*NAP Colorado#2 LLC 6299 335 County Rd, New Castle, CO
Mailing: PO Box 4030, Bismark, ND 58504

*National Propane LP 6289 335 County Rd., New Castle, CO
Mailing: PO Box 798, Valley Forge, PA 19482

*Forest and Kelly Keith 6211 335 County Rd, New Castle, CO
Mailing: PO Box 225, New Castle, CO 81647

*Maria and Juan Mata 6136 335 County Rd, New Castle, CO
Mailing: PO Box 407, Gypsum, CO 81637

*Royal Mini Storage LLC 6300 County Rd, New Castle CO
Mailing: O Box 2526, Glenwood Springs, CO 81602-2526



Colorado
RiverTown of Newcastle
Property

180'

Exhibit ANational
Propane
Property

Address - 6255 ct 335

Legal - Section 31
Township 5
Range 90Riverside industrial
Park 2nd AMD Lot 2

Property = 1 acre

2-14' Gates
28' TotalMAN
Gate →N
W ↗ E
S

234'

Keith
Property

County Road 335

= Existing Electric

= Neighboring property

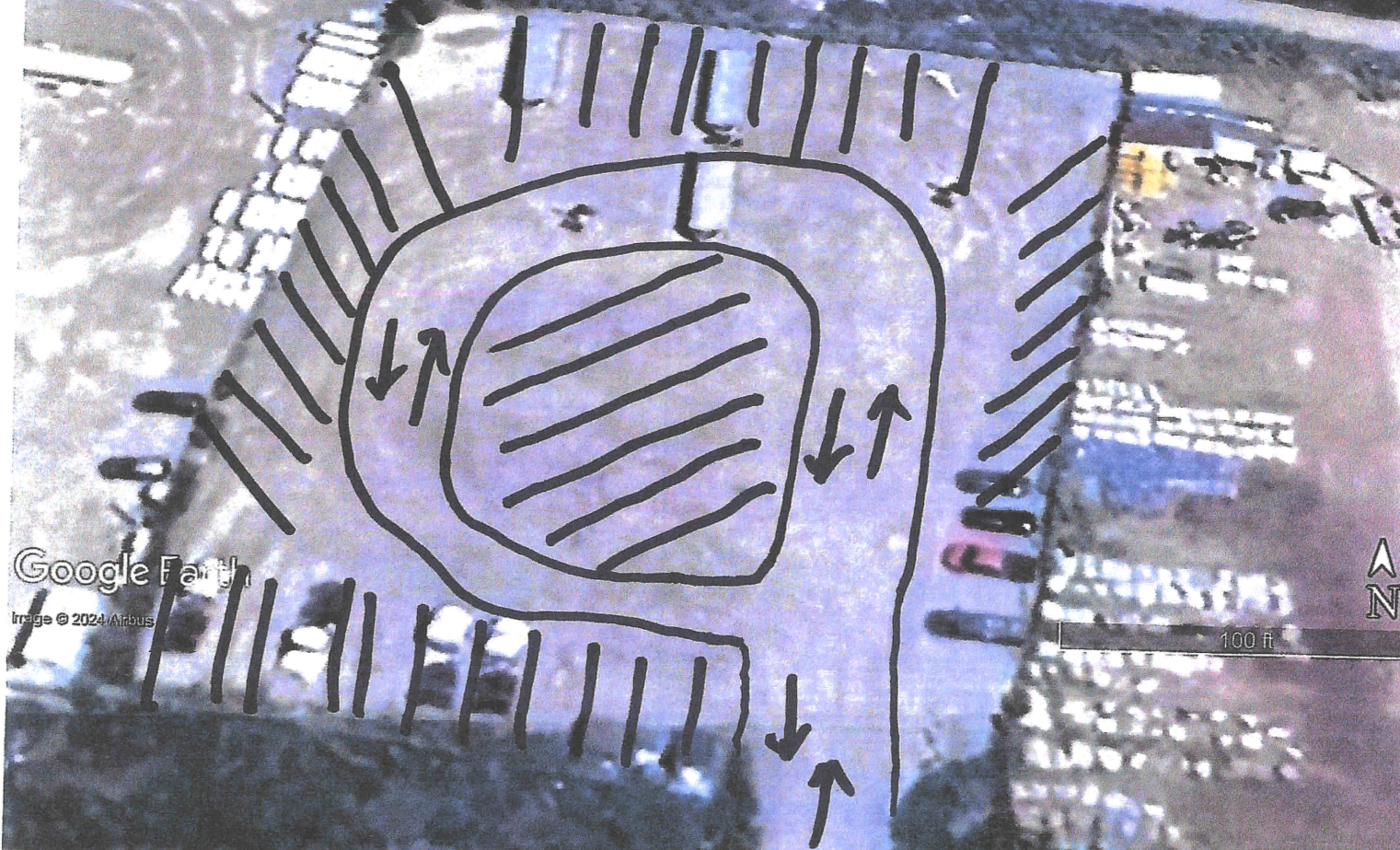
= Potential Sign per Code

Each Square = 10'

Untitled Map

Write a description for your map.

Legend



Example Angle parking
not to scale



P:file (Example)



New Castle (Actual Site)

Exhibit A





Canyon Creek (example)

Lease - 1st Draft.

**COMMERCIAL LEASE
BETWEEN
M & C FATTOR LLC AND
GRADY HAZELTON**

THIS COMMERCIAL LEASE (the "Lease") is made and entered into between M & C FATTOR LLC, a Colorado Limited Liability Company in good standing ("Landlord"), whose address is P.O. Box 447, Glenwood Springs, CO 81601 and GRADY HAZELTON, an individual ("Tenant"), to be effective January 1, 2025 (the "Effective Date").

1. PARTIES.

1.1 Landlord is the owner of the real property that is the subject of this Lease. Landlord represents that it has the authority to enter into this Lease, and to undertake Landlord's obligations hereunder, and that the person signing this Lease on behalf of Landlord is authorized to execute this Lease and bind Landlord to the terms and conditions hereof.

1.2 Tenant desires to conduct the business of an RV and boat storage facility on the property that is the subject of this Lease. Tenant represents that it is fully qualified and authorized to do business in the State of Colorado, that before operating an RV and boat storage facility it will have obtained all required local, state, and federal approvals needed to conduct its business, and that the person signing this Lease on behalf of Tenant is authorized to execute this Lease and bind Tenant to the terms and conditions hereof.

2. PREMISES.

2.1 In consideration of the rents, covenants, agreements and stipulations herein contained, Landlord leases and rents unto Tenant, and Tenant agrees to lease and take upon the terms and conditions which appear in this Lease, the property and improvements at and being known as 6255 County Road 335, New Castle, Colorado 81647 and more particularly described on Exhibit A attached hereto and incorporated herein (the "Premises").

2.2 Tenant warrants and represents that it has inspected the Premises and shall accept the Premises in its "as-is" condition. Landlord is not obligated to make upgrades or improvements to the Premises. In the event that Tenant desires to make any alterations to the Premises, such alterations shall be subject to prior written approval of Landlord as set forth under the Maintenance, Repairs, and Alterations By Tenant section below. Tenant acknowledges that neither Landlord nor any agent nor any employee of Landlord has made any representation or warranty with respect to the Premises or its suitability for the conduct of Tenant's business. Tenant's occupancy of the Premises shall be conclusive evidence that the Premises were in good order and repair as of the date on which Tenant first occupied the Premises.

3. USE OF PREMISES.

3.1 The Premises shall be used for the operation of an RV and boat storage facility, and any and all uses incidental or related thereto. Tenant shall not use the Premises for different

purposes without the prior written approval of Landlord.

3.2 The Premises shall not be used for any illegal purpose, nor in any manner so as to create any waste or nuisance, or in any manner that would cancel the insurance or increase the rate of insurance on the Premises. Tenant shall maintain the Premises in a clean, neat, orderly and attractive condition.

3.3 Tenant is bound by all provisions, rules, regulations, covenants, restrictions, and conditions of record (or, if not of record, of which Tenant has actual notice) which burden, encumber, or otherwise affect the use and occupancy of the Premises (collectively "Covenants"). All Covenants are incorporated into this Lease by reference, Tenant is deemed to have received and reviewed copies of them by executing this Lease, and Tenant's compliance with them is a material term of this Lease.

3.4 Tenant shall keep the Premises free and clear of any liens for labor or materials furnished to the Tenant, or Tenant's contractors or subcontractors, or any other person claiming any right to lien for any reason upon the Premises. Tenant shall indemnify Landlord for any and all liability on account of or in respect of any mechanic's lien or any other lien for work and labor done or materials furnished at the request of the Tenant, for work performed upon the Premises; and, accordingly, Tenant will either satisfy any such lien or, if Tenant disputes the validity thereof, will defend any action for the enforcement thereof (and if Tenant loses any such action, will cause such lien to be satisfied and released).

3.5 Tenant, at Tenant's expense, shall obtain and always maintain any and all necessary licenses or permits required by law to operate Tenant's business.

3.6 Tenant, at Tenant's expense, shall comply with all applicable laws, ordinances, rules, regulations, requirements, and directives of the federal, state, and municipal governments or public authorities. Tenant shall also comply with all requirements (that Tenant has received notice of) of any insurance companies which issue policies of insurance covering the Premises and its contents, for the prevention of fire or other casualty, damage or injury, at Tenant's expense.

3.7 Tenant shall not use the Premises for any purposes deemed unlawful or ultra-hazardous. Ultra-hazardous, for purposes of this Lease, is defined as unusually dangerous activities which create an unusual risk of harm to person and/or property. Other than fuel stored in the gas tanks of any vehicles parked at the Premises, Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises.

4. TERM OF LEASE.

4.1 The initial term of this Lease shall be for one (1) year, commencing on the Effective Date and, subject to earlier termination or extension as provided herein, expiring on December 31, 2025 (the "Initial Term").

4.2 Upon the expiration of the Initial Term, the Lease may be renewed for successive one (1) year periods (each a "Renewal Term") upon mutual written agreement of

both Landlord and Tenant, provided that:

a) The Tenant is not in default under any terms of this Lease at the time of renewal; and

b) Both parties provide written notice of their intent to renew the Lease no later than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.

4.3 Each Renewal Term shall be governed by the same terms and conditions as the Initial Term, unless otherwise agreed in writing by both parties at the time of renewal.

4.4 If Tenant should remain in possession of the Premises after the expiration of the Initial Term or any Renewal Term of this Lease without a written renewal, Tenant shall be regarded as a Tenant from month-to-month, at a rental rate of 110% of the rent in effect during the immediately previous term, and such tenancy shall be subject to all other terms and conditions herein contained; provided, however, that either party may thereafter terminate the tenancy at the end of any given month upon not less than thirty (30) days written notice to the other.

5. RENT.

5.1 Rent hereunder during the Initial Term shall be the sum of One Thousand and Two Hundred Dollars (\$1,200.00) per month. Tenant shall pay Landlord the first month's rent on or before the Effective Date.

5.2 Monthly rental payments shall be made to Landlord at the address set forth above, or such other location as Landlord may designate.

5.3 All payments shall be paid by Tenant in sufficient time to be received, in hand, in advance, by Landlord as of the 1st day of each month during the Initial Term or any Renewal Term.

5.4 In the event that any payment should not be received by Landlord on or before the 1st day of each month, when due, Tenant shall pay as additional rental five percent (5%) of the amount of the rent; provided, however, that Tenant will not be assessed the five percent (5%) charge on the first or second late payment in any calendar year if that payment is made within ten (10) days of Tenant's receipt of notice of nonpayment from Landlord.

5.5 If the Lease is renewed for a second year pursuant to Section 4.2, the monthly rent shall increase to \$1,500, payable in accordance with the terms set forth in this Lease.

5.6 For any additional Renewal Terms beyond the second year, the monthly rent shall increase by an amount mutually agreed upon in writing by Landlord and Tenant prior to the commencement of the applicable Renewal Term. If the parties cannot agree on the rent amount for a subsequent Renewal Term, the Lease shall terminate at the end of the then-current term.

5.7 In addition to the rent set forth above, Tenant shall pay as "Additional Rent" (collectively with the rent, "Rent") during the term of this lease and any extension or renewal, any and all sums of money or charges required to be paid by Tenant under the terms of this

lease, whether designated additional rent or not. The amounts, if not paid when due, shall be collectible as additional rent with the next installment of Rent falling due as provided here and otherwise subject to all provisions of this Lease and of law as to default in the payment of Rent; provided nothing shall be deemed to excuse or delay the obligation of Tenant to pay any amount of money or charge at the time the same shall become due under the terms of this Lease. It is the intent of this Lease that the Lease shall be a "triple net lease" with all costs and expenses of Landlord associated with the Premises being paid by Tenant, unless expressly stated to the contrary herein.

6. SECURITY DEPOSIT. The Tenant shall deposit with the Landlord on or before the Effective Date, the sum of _____ (\$ _____) in good funds as security for the payment of the Rent provided herein and for the observance and performance by the Tenant of all of the terms, provisions, and conditions of this Lease on its part to be kept and performed; and further to indemnify the Landlord for any loss, costs, fees, and expenses which the Landlord may incur by reason of any default by the Tenant. The security deposit shall bear no interest.

Throughout the Lease, Landlord may immediately satisfy, in whole or in part, any outstanding financial obligation of Tenant's under this Lease by retaining funds from the Security Deposit. Landlord must provide Tenant a prompt written accounting of the amount of, and reason for, each such withholding, together with reasonable supporting documentation. Within thirty (30) days of receiving such accounting, Tenant must place additional funds in an amount equal to the accounted-for withholding on deposit with Landlord to continue serving as Security Deposit. Tenant's obligation to place such funds on deposit is an additional Rent obligation under this Lease.

If the Security Deposit is insufficient to cover any financial obligation of Tenant for which Landlord would otherwise be entitled to retain funds from the Security Deposit, Landlord may apply the entire Security Deposit towards partial satisfaction of such obligation and account to Tenant for the entire obligation in the manner prescribed above, in which case Tenant shall, within the thirty (30) day period provided, above, reimburse Landlord for the entire Security Deposit plus the amount of such obligation in excess of the Security Deposit.

The Landlord shall repay to the Tenant the security deposit or any balance thereof within thirty (30) days of the termination of the Lease or expiration of the then current term. Landlord is deemed to have complied with this paragraph by mailing said statement, together with any payment required, to the last known address of Tenant.

7. TENANT'S INSURANCE.

7.1 Tenant at Tenant's own cost and expense agrees to procure and maintain in force and effect at all times during the term hereof a policy or policies of public liability insurance issued by an insurance company or companies approved by Landlord in which Landlord and Tenant shall be named insureds as their interests may appear, which policy covers all of the Premises which is the subject matter of this Lease, and insuring against loss, damage or liability on account of the use and occupancy thereof, and on account of personal injury and property damage thereupon, in an amount of not less than \$1,000,000.00 for injuries to or death of any one person and in an amount of not less than \$1,000,000.00 for injuries to or death of more than one person arising from one and the same accident, and in an amount of not less

than \$1,000,000.00 for damage or injury to personal property.

7.2 Tenant, at Tenant's own cost and expense, shall carry and maintain insurance against loss or damage to the improvements by fire and any of the risks covered by insurance of the type known as "fire and extended coverage," in an amount of the full replacement cost of the improvements. The policies of insurance carried in accordance with this paragraph shall contain the "replacement cost endorsement."

7.3 Tenant, at Tenant's own cost and expense, shall carry and maintain any insurance deemed necessary by Tenant to insure furnishings, contents, inventory, and all other items of personal property of Tenant upon the Premises.

7.4 A certificate evidencing the insurance required by paragraphs 7.1 and 7.2 shall be furnished to Landlord by Tenant. All such policies shall require that the insurance company provide not less than thirty (30) days' notice by registered or certified mail to Landlord of any cancellation or change thereof.

8. LANDLORD'S INSURANCE OF THE PREMISES. Landlord at its expense may, but shall not be required to, keep the Premises insured against the perils covered by a standard fire and extended coverage policy. Any such insurance shall be supplemental to the insurance to be carried by Tenant under Section 7 above and shall not relieve Tenant of Tenant's duty to procure and maintain such insurance.

9. WAIVER OF SUBROGATION. Landlord and Tenant waive all rights to recover against each other or one another's officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors for any loss or damage arising from any cause which occurs in, on, or about the Premises to the extent that such loss or damage is covered by collectible insurance actually carried by each of them. Landlord and Tenant will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements for all policies of insurance carried in connection with the Premises.

10. TAXES AND ASSESSMENTS.

10.1 The Premises is subject to certain real property taxes levied by the local, state, and/or federal government. Throughout the Initial Term and any Renewal Terms, Tenant shall pay to Landlord, as Additional Rent, any such taxes levied against the Premises and improvements together with any tax levied in lieu thereof on or in addition thereto, or due to the ownership or operation of the Premises, levied, assessed or allocated (including any special assessments created by formation of a special improvement district or created in any other manner) for any period within the Lease Term or any extensions thereof ("Real Property Taxes"). Tenant shall make payment for the Real Property Taxes directly to Landlord upon estimates made by Landlord that will be based on projected taxes due for the subject calendar year. The difference between the estimated Real Property Taxes and the actual Real Property Taxes due shall be accounted for by Landlord within sixty (60) days following notice to Landlord of the actual Real Property Taxes for the subject year, and the necessary refund by Landlord or additional payment by Tenant in the amount of the difference shall be paid within thirty (30) days following notice to Tenant of the amount due, provided, however, no refund shall be paid Tenant should Tenant be in default on any of its leasehold obligations hereunder.

Tenant shall pay the Real Property Taxes to Landlord within thirty (30) days of Landlord's demand. Should this Lease terminate during a tax year, Tenant's obligations pursuant to this paragraph shall be apportioned on a per diem basis in such proportions as Tenant's tenancy of the Premises bears to 365 days.

10.2 Tenant shall be liable and shall pay before delinquency, all taxes and other assessments, license fees, and public charges levied, assessed, or imposed which become payable during the term hereof upon Tenant's furniture, fixtures, appliances, and personal property, installed or located in the Premises ("Other Taxes"). If any Other Taxes are levied against Landlord or Landlord's property, or if the assessed value of the Premises is increased by the inclusion therein of a value placed upon such personal property or trade fixtures of Tenant, Landlord may (regardless of the validity thereof) after written notice to Tenant, pay the Other Taxes based upon such increased assessment and such Other Taxes shall be included as Additional Rent. If requested by Tenant, said Other Taxes shall be paid under protest. Tenant shall, upon demand, repay to Landlord the Other Taxes so levied against Landlord, or the proportion of such Other Taxes resulting from such increase in the assessment; however, Tenant shall have the right in the name of Landlord to bring suit in any court of competent jurisdiction to recover the amount of any such taxes so paid under protest, and any amount so recovered shall belong to Tenant. Tenant shall indemnify Landlord against and hold Landlord harmless from any cost, expense or liability arising as a result of such suit.

11. UTILITY BILLS. Tenant shall pay all charges for utilities provided to the Premises during the Initial Term and any Renewal Term of this Lease, including but not limited to water, sewer, gas, electricity, lighting, heat, trash collection and telephone for the Premises. Tenant accepts all the utility services to the Premises in their "as is, where is" condition. Tenant shall arrange to have the Xcel Energy account for the Premises, and all other directly billed utilities placed in Tenant's name and billed directly to Tenant. If Tenant fails to pay any of said utility services, Landlord may pay same and such payment may be added to the Rent of the Premises next due. Landlord shall not be liable for, and Tenant shall not be entitled to any reduction of Rent, by reason of the failure of any utilities, including, without limitation, if the failure is caused by accident, breakage, repairs, strikes, lockouts, or other labor disturbances or labor disputes of any character, or by any other cause, similar or dissimilar, unless resulting from Landlord's gross negligence or intentional acts

12. ABANDONMENT OF LEASED PREMISES. Tenant agrees not to abandon or vacate the Premises during the period of this Lease.

13. MAINTENANCE, REPAIRS, AND ALTERATIONS BY TENANT.

13.1 Tenant is familiar with the Premises and its conditions and accepts the Premises as being in good operating condition on the Effective Date. Landlord gives to Tenant exclusive control of Premises, which Tenant agrees are suited for the intended use by Tenant. Tenant shall, throughout the Initial Term of this Lease and all Renewal Terms, at its expense, maintain the entire Premises in good order and repair. Tenant further agrees to care for the grounds, including the mowing of grass, care of shrubs and general landscaping, if any and snow removal. Landlord shall have no maintenance or repair obligations under this Lease, except for maintenance or repairs of the Premises that are required because of Landlord's gross negligence or intentional misconduct.

13.2 Tenant agrees to return said Premises to Landlord at the expiration or prior to termination of this Lease in as good condition and repair as when first received, normal wear and tear and acts of God excepted.

13.3 Tenant shall not make any alterations, improvements, and/or additions to the Premises without first obtaining Landlord's written consent, which shall not be unreasonably withheld.

13.4 Subject to the prior written consent of Landlord (including consent to the selection of contractors or subcontractors used) and other provisions of this Lease, Tenant, at its sole expense, may make such alterations, installations, additions, or improvements to the Premises only through properly licensed contractors or mechanics.

13.5 Before making any alterations, additions, installations, or improvements to the Premises, Tenant must, at Tenant's sole expense, obtain all permits, approvals, and certificates required by any governmental or quasi-governmental bodies and, upon completion, obtain certificates of final approval and/or controlled inspection reports, as required by the situation. Upon request, Tenant shall promptly deliver copies of all such permits, approvals, and certificates to Landlord.

13.6 All alterations shall be made and performed in full compliance with all applicable building codes, safety codes, electric codes, fire regulations, and any other applicable laws.

13.7 All fixtures Tenant installs in the Premises during the Term shall, at Landlord's sole election made at the end of the Term in Landlord's sole, subjective, absolute discretion, either become part of and remain with the Premises as Landlord's property or be removed at Tenant's sole expense according to the other provisions of this Lease. Nothing in this Paragraph shall be construed to give Landlord title to or to prevent Tenant's removal of trade fixtures, moveable office furniture, or equipment, but upon removal of any such items from the Premises or upon removal of other installations as Landlord may require, Tenant shall immediately and at its sole expense cap any exposed plumbing or electrical infrastructure and take such other actions as necessary to repair any damage done during removal and otherwise restore the Premises to prior condition.

14. INDEMNIFICATION OF LANDLORD. Except for the gross negligence or willful misconduct of Landlord, Tenant shall indemnify, defend and hold Landlord harmless against any and all liabilities, damages, losses, demands, claims, costs, expenses (including reasonable attorneys' fees and costs), obligations, liens, penalties, fines, judgments, actions, causes of action and lawsuits (collectively, "Liabilities") arising from (i) Tenant's breach of this Lease; (ii) injuries to any person and damage to or theft or misappropriation or loss of property occurring in or about the Premises; (iii) Tenant's use of the Premises for the conduct of its business; and (iv) any activity, work, or other thing done, permitted or suffered by Tenant in or about the Premises and or the rest of the Property. In the event any action or proceeding is brought against Landlord, by reason of any such claim, Tenant shall, upon request, defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

15. DESTRUCTION OF OR DAMAGE TO PREMISES. If any improvements on the Premises shall be destroyed or damaged in whole or in part by fire, by act of God or by any reason whatsoever other than the gross negligence or misconduct of Landlord, Tenant shall promptly repair, replace and rebuild the same at least to the extent of the value and as nearly as practicable to the character of the improvements existing immediately prior to such occurrence. Tenant shall be entitled to use the proceeds of insurance to be obtained and carried by Tenant pursuant to Section 7 of this Lease, and any excess in costs over the proceeds of the insurance shall be at the expense of the Tenant. Notwithstanding the foregoing, if the improvements contained on the Premises are substantially damaged or totally destroyed from any cause covering the full replacement value of improvements as required herein, then Tenant shall have the option of tendering the insurance proceeds to Landlord, and this Lease and all of Tenant's obligations hereunder shall terminate.

16. CONDEMNATION. If the whole of the Premises, or such portion thereof as will make the Premises unusable for Tenant's purposes under this Lease, shall be condemned by any legally constituted authority for any public use or purpose, this Lease may be terminated by either party as of the date when possession thereof is taken by public authorities. In the event there is a partial taking, Tenant may elect to continue this Lease, and the monthly rental shall be proportionately reduced based upon the square feet taken to the total square feet before the taking. Such condemnation, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemning public authority.

17. ASSIGNMENT AND SUBLETTING.

17.1 Tenant shall not sublease, license, or assign the Premises, in whole or in part, at any time during the Term without Landlord's written consent, which Landlord may withhold, condition, or delay in Landlord's sole, subjective, absolute discretion. No sublease, license, or assignment will waive, limit, or abate Tenant's liability to Landlord under this Lease. A consent to one assignment or sublease shall not constitute a consent to a subsequent assignment or sublease. Any sublease- or assignment-related rental receipts in excess of the minimum base monthly rent required under this Lease shall be shared equally between Landlord and Tenant.

17.2 Landlord may freely assign this Lease. Upon written notice to Tenant of any assignment of this Lease from Landlord to any third party, Landlord's assignee attorns to all Landlord's rights and obligations under this Lease and Landlord is relieved of any further obligations to Tenant.

17.3 Tenant shall timely and accurately complete and execute any tenant estoppel statements relating to the status of this Lease upon requested by Landlord or any potential lender or purchaser of Landlord's during the Initial Term or any Renewal Terms. Without limiting any other remedies of Landlord that may be available, this provision is enforceable via injunctive relief and specific performance. In any such action, in addition to all other relief to which Landlord is entitled under this Lease, Landlord shall be named Tenant's agent for purposes of completing and executing the relevant estoppel statement.

18. DEFAULT. An "Event of Default" occurs if:

- a) Tenant fails to strictly comply with any provision of this Lease;

b) The Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and the attachment is not discharged within thirty (30) days after its levy;

c) Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, is dissolved, or makes an assignment for the benefit of creditors; or

d) Involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of Tenant's property, and the proceeding is not dismissed or the receivership or trusteeship is not vacated within sixty (60) days after the institution or appointment.

19. DEFAULT AND REMEDIES. If any Event of Default occurs, Landlord may evict Tenant from the Premises or undertake other legal action to regain possession in accordance with the procedures set forth in C.R.S. § 13-40-101, *et seq.*, as it may be amended from time to time, and has all rights and remedies available under this Lease and other applicable law.

19.1 If Tenant is evicted from or abandons the Premises, Tenant shall remain liable for all Rent owing under this Lease for the remainder of the then current term, and Landlord is entitled to a money judgment against Tenant for all such unpaid Rent as of the date of eviction, plus all other amounts Tenant is obligated to pay Landlord under this Lease. If Landlord obtains a money judgment against Tenant for Rent from the date Tenant actually vacates the Premises through the end of the Term, Landlord must make a good-faith effort to re-let the Premises for the remaining Term. If Landlord succeeds in re-letting the Premises, then, after the expiration of the then current term, Landlord must reduce its money judgment against Tenant by (or refund directly to Tenant, if greater than the remaining judgment) an amount equal to the total rent collected from any new tenant(s) during the remainder of the then current term minus Landlord's actual costs and fees incurred in connection with re-letting the Premises and administering the judgment-related legal proceedings. If Landlord elects not to re-let the Premises, Tenant is relieved of any financial liability for Rent from the date of such election through the end of the then current term.

20. LANDLORD'S LIEN. Subject to any prior perfected security interest or any purchase money security interest, Tenant grants to Landlord as security for the faithful performance of all Tenant's obligations under this Lease, a security interest in all goods, inventory, equipment, fixtures, furniture, improvements, chattel paper, accounts, and general intangibles, as well as other personal property of Tenant now or hereafter situated on or relating to Tenant's use of the Premises, and all proceeds therefrom (collectively "Collateral"). Collateral shall not be removed from the Premises without Landlord's advance written consent unless, at the time of removal, Tenant is in full compliance with this Lease and no uncured Event of Default has occurred. Upon the occurrence of an Event of Default, Landlord may, in addition to any other available remedies, and without notice or demand except as provided below, exercise the rights afforded a secured party under Colorado's Uniform Commercial Code ("UCC"). In connection with any public or private sale under the UCC, Landlord shall give Tenant five (5) days' prior written notice of the time and place of any public sale of Collateral or of the time when any private sale or other intended disposition thereof is to be

made. All such times, places, and terms of sale must be commercially reasonable under the circumstances. All proceeds of any such sale may be applied first to payment of expenses incurred by Landlord in enforcing the security interests granted under this paragraph (including reasonable attorneys' fees and expenses), then second towards satisfaction of Tenant's other outstanding liabilities to Landlord under this Lease. Tenant grants to Landlord a power of attorney to execute and file any financing statement or other instrument necessary to perfect Landlord's security interest under this paragraph. This power of attorney is coupled with an interest and is irrevocable during the Term. Landlord may also file a summary copy of the Lease or this paragraph as a financing statement to perfect its security interest in the Collateral.

21. SUBORDINATION. Tenant's leasehold interest is subordinate to any mortgages or deeds of trust now on, or hereafter to be placed on, the Premises. Tenant is prohibited from mortgaging, encumbering, or pledging the leasehold interest created by the Lease as collateral for any loan or obligation.

22. RELETTING BY LANDLORD. Upon the material uncured breach of this Lease or any term thereof, Landlord may either terminate this Lease or, as Tenant's agent without terminating this Lease, may enter upon and rent the Premises at the best price obtainable by commercially reasonable effort, and Tenant shall be liable to Landlord for any deficiency between Tenant's rent hereunder and the price obtained by Landlord upon reletting, excluding any amounts that Tenant proves could have been reasonably avoided.

23. EXTERIOR SIGNS. All signs placed on the Premises by Tenant shall be approved by Landlord and maintained in compliance with rules and regulations of the applicable governmental entity governing such signs. Tenant shall be responsible to Landlord for any damage to the Premises caused by the installation, use or maintenance of Tenant's signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal.

24. ENTRY BY LANDLORD. Landlord may enter the Premises at reasonable hours to determine Tenant's compliance with the terms of this Lease, or for any other lawful purpose, subject always to Tenant's rights of quiet enjoyment of the Premises hereunder. Except in the case of an emergency, any entry by Landlord shall be during normal business hours, and subject to advance notice to Tenant.

25. EFFECT OF TERMINATION OF LEASE. No termination of this Lease prior to the end of the term shall affect Landlord's right to collect Rent for the period prior to the termination.

26. SURRENDER.

26.1 Upon expiration of the Lease, Tenant will surrender the Premises in the same condition as it existed at the Effective Date; ordinary wear and tear and casualty loss and condemnation excepted. If Tenant is not then in default, Tenant shall remove from the Premises all trade-fixtures, equipment, and movable furniture it placed in the Premises during the Term.

26.2 Tenant will fully repair any damage to the Premises occasioned by the removal of any fixtures, trade fixtures, equipment, or furniture, reasonable wear and tear and damage

by casualty excepted. All fixtures, trade fixtures, equipment, or furniture not removed at the end of the Term will conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account for them. Tenant will pay Landlord all reasonable expenses incurred in connection with Landlord's removal of such property from the Premises, including but not limited to the cost of repairing any damage to Premises caused by removal of such property. Tenant's obligation to observe and perform this covenant will survive the termination of the Lease.

27. LEASEHOLD ESTATE. Tenant's interest in the Premises is limited strictly to a leasehold interest, personal to Tenant.

28. NOTICES. All notices required by this Lease shall be in writing and delivered to the other Party personally, via email at the email address reflected in this Lease, or securely and conspicuously posted, as follows:

- a) To Tenant at the Premises, or via email at ghazelton@hotmail.com.
- b) To Landlord at Landlord's address, or via email to mfattor@comcast.net.

29. ATTORNEY'S FEES. If either party takes legal action against the other to enforce the terms of this Lease, the prevailing party shall be entitled to recover from the other all reasonable attorney's fees and costs incurred.

29.1 In any action or proceeding by Landlord to enforce its rights or Tenant's obligations under this Lease, Landlord may collect from Tenant, as Additional Rent, all costs and reasonable attorneys' fees Landlord incurs in connection with such action. If such action results in litigation between Landlord and Tenant, the substantially prevailing Party shall receive judgment against the other Party for all costs and reasonable attorneys' fees it incurs in connection with such action.

29.2 In the event of any other action or proceeding arising under this Lease, the Parties shall each pay their own attorneys' fees. "Action or proceeding," as used in this paragraph, shall have the broadest possible meaning and include, by way of example but not limitation, any demand, mediation, lawsuit, administrative action, governmental agency action including but not limited to any environmental or municipal claim, or any other proceeding relating to or in any way connected with this Lease in which Landlord and Tenant become involved.

29.3 If Landlord, without fault, is made a party to any action or proceeding instituted by or against Tenant, Tenant shall indemnify, defend, and hold Landlord harmless from, all costs (including attorneys' fees), expenses, and liabilities incurred in connection with that action.

29.4 Landlord and Tenant both waive their right to a trial by jury and agree that any action or proceeding arising out of or in any way connected with this Lease, regardless of whether based on contract, tort, or other legal theory, shall be decided by a court sitting without a jury or, if the Parties so stipulate, by binding arbitration.

30. RIGHTS CUMULATIVE. All rights, powers and privileges conferred

hereunder shall be cumulative and in addition to those rights given by law.

31. NO WAIVER OF RIGHTS. No failure by either Party to insist upon the strict enforcement of any right or obligation under this Lease during the statute of limitations applicable to such right or obligation shall be deemed a waiver unless such waiver is specifically expressed in writing. The Parties specifically intend that no implied waiver of any right or obligation under this Lease shall ever be implied from their conduct. If either Party believes at any time that the other Party has waived any right or obligation under this Lease but has not obtained a writing to that effect, that Party bears the burden of obtaining the waiving Party's written confirmation of the waiver. Failure to obtain such confirmation shall serve as presumptive evidence that no waiver occurred and estop the Party who failed to obtain written confirmation from asserting that waiver as a claim or defense in any dispute between or involving the Parties. No waiver of any right or obligation under this Lease shall be deemed continuing or shall be construed as a waiver of any subsequent or similar occurrence of the right or obligation.

32. SEVERABILITY OF AGREEMENT. If any court declares a particular provision of this Lease to be invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the rest of this Lease, all other terms of this Lease will remain in full force and effect and continue to bind the Parties. If practicable, the court shall amend the offending provision to the slightest degree that renders it enforceable, then enforce such provision as amended.

33. TIME OF ESSENCE. Time is of the essence in this Agreement.

34. TERMS INCLUSIVE. "Landlord" as used in this Lease shall include the Landlord, its representatives, assigns, and successors in title to the Premises. "Tenant" shall include the Tenant, its representatives, and if this Lease shall be validly assigned or subleased, shall include Tenant's assignees or subtenants.

35. BINDING EFFECT; CHOICE OF LAW. This Lease shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. This Lease and the rights and obligations of the parties hereto will be interpreted and construed in accordance with and governed by the laws of the jurisdiction in which the Premises are located.

36. INTERPRETATION. This Lease has been freely negotiated by both Parties with ample opportunity to receive legal advice regarding its terms and shall not be construed as having been drafted by either Party for interpretive purposes. The paragraph captions are inserted only for convenience of reference and shall not be ascribed any meaning or otherwise construed to affect or limit the interpretation of the language in the paragraphs to which the captions refer. The singular includes the plural and vice-versa throughout this Lease, and any use of masculine, feminine, or neuter pronouns encompasses all other potentially applicable pronouns that might have been used instead or in addition. Expressions like "include" and its derivatives, "for example," "such as," "e.g.," etc. shall not be construed as limiting any ensuing example or list to that which is expressed but instead shall be construed to mean "including but not limited to" the stated example or list unless limiting language is added that specifically and unambiguously expresses that the stated example or list operates to the exclusion of anything that is not listed (e.g., "includes only the following").

37. PERSONAL GUARANTEES. By his signature to this Lease, Grady Hazelton (Tenant's principal and "Guarantor") personally guarantees all obligations of Tenant under this Lease, all of which are joint and several obligations of Tenant and Guarantor and may, at Landlord's sole election, be enforced against the Guarantor without instituting prior or contemporaneous proceedings against Tenant.

38. COUNTERPARTS; ELECTRONIC SIGNATURES. This Lease may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. A signature of a party sent by facsimile, electronic mail or other electronic transmission shall be deemed to constitute an original and fully effective signature of such party.

39. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises or agreements, oral or otherwise between the parties not embodied herein, shall be of any force or effect.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Commercial Lease on the dates specified below their signatures, to be effective as of the Effective Date.

LANDLORD: M & C FATTOR LLC

By _____
Stephen M. Fattor, Manager/Member

Date: _____, 2024

TENANT: _____

By: _____
Grady Hazelton, _____

Date: _____, 2024



Exhibit D

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

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

www.newcastlecolorado.org

PERFORMANCE STANDARDS

I, Grady Harellas, ON THIS DATE 12-11-2024 agree
 to abide by the following PERFORMANCE STANDARDS:

Performance Standards

- (A) Smoke. No use shall be permitted in any district unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to emission of smoke.
- (B) Particulate Matter. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to emission of particulate matter.
- (C) Dust, Odor, Gas, Fumes, Glare or Vibration. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to emission of dust, odor, gas, fumes, glare or vibration.
- (D) Radiation Hazards and Electrical Disturbances. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to radiation control.
- (E) Noise. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to noise.
- (F) Water Pollution. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to water pollution.

Source: Ord. 261, Sec. 15.04.090, 1983

Chapter 17.52 - INDUSTRIAL DISTRICT

17.52.010 - Generally.

The industrial zone district shall be governed in conformity with the following regulations.

(Prior code § 13-04-100 (part))

17.52.020 - Description.

The purpose of the industrial district is to provide an area for industrial development in the town with minimal adverse environmental effects on the town.

(Prior code § 13-04-100(A))

17.52.030 - Permitted uses.

Permitted uses shall be as follows:

- A. Office for conduct of a business or profession;
- B. Wholesale and retail sales establishments which sell the following: building construction products, materials or supplies; electric and mechanical supplies and equipment; petroleum products and supplies; steel and steel fabrication products; propane products and supplies; and lumber products and supplies;
- C. Warehouse;
- D. Self-storage facilities;
- E. Petroleum storage;
- F. Outdoor commercial recreational use;
- G. Recreation vehicle park;
- H. Bottling plant;
- I. Propane storage;
- J. Public park/open space;
- K. Fire station;
- L. Police station;
- M. Ambulance service;
- N. Municipal service structures.

(Prior code § 13-04-100(B))

17.52.040 - Nonpermitted uses.

The following uses are not permitted:

- A. Auto wrecking and salvage yard;
- B. Auto storage yard;
- C. Truck repair and storage yard;
- D. Mobile home repair;
- E. Mobile home park;
- F. Asphalt batch plant;
- G. Concrete block and mixing plant;
- H. Concrete storage yard;
- I. Gravel extraction;

J. Gravel storage;

K. Mining operations.

(Prior code § 13-04-100(C))

17.52.050 - Conditional uses.

Any use not specifically defined in the permitted or nonpermitted use categories shall be conditional use. Adult entertainment establishments may also be located in the zone district subject to conditional use approval pursuant to Chapter 17.84 and compliance with relevant provisions of the New Castle Municipal Code.

(Ord. 2004-21 § 4; prior code § 13-04-100(D))

17.52.060 - Zone requirements.

- A. All service, fabrication, repair operations and storage of materials shall be enclosed by a fence at least six feet in height. Fences and gates shall be constructed of galvanized chain link.
- B. All loading and unloading of materials shall be conducted on private or town-leased property.
- C. All practical means shall be used to confine odor, noise, glare and vibration to the site, and to avoid excessive emission of fumes, gases, radiation, liquid waste and smoke.
- D. All property lines adjacent to the New Castle public parks are to be screened with trees and shrubs approved by the New Castle parks and recreation committee, and shall be in compliance with the tree city requirements as specified in Chapter 12.20. All property which is not adjacent to the New Castle public parks shall be screened with trees and shrubs on at least twenty-five (25) percent of their private property lines in compliance with Chapter 12.20, and with the approval of the New Castle parks and recreation committee. Review of screening by the parks and recreation committee shall be completed prior to the issuance of a building permit.

(Prior code § 13-04-100(E))

17.52.070 - Minimum lot area.

Minimum lot area for lots devoted wholly or partially to wholesale or retail sales shall be twenty thousand (20,000) square feet.

(Prior code § 13-04-100(F))

17.52.080 - Minimum yard setback.

Minimum yard setback shall be as follows:

- A. Front: twenty-five (25) feet;
- B. Rear: ten (10) feet;
- C. Side: five feet.

(Prior code § 13-04-100(G))

17.52.090 - Maximum building height.

- A. Maximum wall height of buildings, additional storage, or structural facilities shall be thirty (30) feet.
- B. Maximum number of building stories, excluding basements, shall be two stories.

(Prior code § 13-04-100(H))

Reception#: 849464
 05/22/2014 10:49:30 AM Jean Alberico
 1 of 1 Rec Fee \$11.00 Doc Fee 0.00 GARFIELD COUNTY CO

QUIT CLAIM DEED

THIS DEED is made this 22nd day of May, 2014, between

NYC LLC, Grantor, and M&C FATTOR LLC, whose legal address is: P.O. Box 447, Glenwood Springs, Colorado 81602, of the County of Garfield and State of Colorado, Grantee:

WITNESS, that the Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed, and QUITCLAIMED, and by these presents does remise, release, sell, convey and QUITCLAIM unto the Grantee, its heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Garfield and State of Colorado, described as follows:

LOT 2, RIVERSIDE INDUSTRIAL PARK, according to the Plat thereof recorded September 7, 1980, as Reception No. 405369.

Also known as 6289 County Road 335, New Castle, Colorado 81647.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit, and behoove of the Grantee, his heirs, successors and assigns forever.

NO DOCUMENTARY FEE – Transfer for title purposes, no consideration paid. C.R.S. §39-13-102.

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

NYC LLC

By: M&C Fattor LLC, its Manager

By: [Signature]

Stephen M. Fattor, Manager

STATE OF COLORADO)
) ss.
 COUNTY OF GARFIELD)

The forgoing instrument was acknowledged before me this 22nd day of May, 2014, by Stephen M. Fattor, as Manager of M&C Fattor LLC, Manager of NYC LLC.

Witness my hand and official seal

My commission expires: 1/13/2018

[Signature]
 Notary Public

When recorded return to M&C Fattor LLC
 P.O. Box 447, Glenwood Springs, CO 81602

JOELLYN GRUYS
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 19924017036
 MY COMMISSION EXPIRES JAN. 13, 2018

Reception#: 849463

05/22/2014 10:49:33 AM Jean Albertico

1 of 1 Rec Fee \$11.00 Doc Fee 0.00 GARFIELD COUNTY CO

STATEMENT OF AUTHORITY

1. This statement of Authority relates to an entity named:

NYC LLC

2. The type of entity is a:

☐ corporation	☐ registered limited liability limited partnership
☐ nonprofit corporation	☐ limited partnership association
☒ limited liability company	☐ unincorporated nonprofit association
☐ general partnership	☐ government or governmental subdivision of agency
☐ limited partnership	☐ business trust
☐ registered limited liability partnership	☐ trust

3. The entity is formed under the laws of the State of Colorado.
4. The mailing address for the entity is P.O. Box 447, Glenwood Springs, Colorado 81602.
5. The name, or position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is: M&C Fattor LLC, Manager
6. The authority of the foregoing person to bind the entity is not limited.
7. Other matters concerning the manner in which the entity deals with interests in real property: N/A
8. This statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

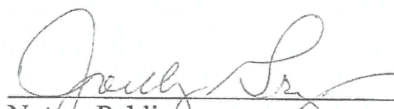
Executed this 22nd day of May, 2014


 M&C Fattor LLC, Manager
 By: Stephen M. Fattor, Manager

STATE OF COLORADO)
) ss.
 COUNTY OF GARFIELD)

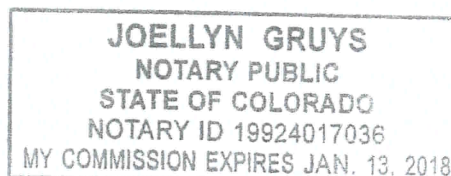
The foregoing instrument was acknowledged before me this 22nd day of May, 2014 by Stephen M. Fattor, as Manager of M&C Fattor LLC, Manager of NYC LLC.

Witness my hand and official seal.


 Notary Public

My Commission Expires: 1/13/2018

When recorded return to M&C Fattor LLC
 P.O. Box 447, Glenwood Springs, CO 81602



KEITH, FOREST & KELLY
PO BOX 225
NEW CASTLE CO 81647

M&C FATTOR LLC
PO BOX 447
GLENWOOD SPRINGS CO 81602

MATA, MARIA A & JUAN & GONZALE
PO BOX 407
GYPSUM CO 81637

NAP COLORADO #2 LLC
PO BOX 4030
BISMARCK ND 58504

NATIONAL PROPANE, LP
PO BOX 798
VALLEY FORGE PA 19482

NEW CASTLE, TOWN OF
PO BOX 90
NEW CASTLE CO 81647-0166

ROYAL MINI STORAGE, LLC
PO BOX 2526
GLENWOOD SPRINGS CO 81602-2526

TRUSFAB, INC
6181 COUNTY ROAD 335
NEW CASTLE CO 81647-9659

NOTICE OF PUBLIC MEETING Town of New Castle

Virtual Meetings are subject to internet and technical capabilities.

To join by computer, smart phone or tablet:

<https://us02web.zoom.us/j/7096588400>

If you prefer to telephone in:

Please call: 1-346-248-7799

Meeting ID: 709 658 8400

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

Date: January 22, 2025

Time: 7:00 PM

Place of meeting: 450 W Main St.
Town Hall, New Castle, CO

Review Body: Planning and Zoning Commission

Brief description
Of application: Consideration of a Conditional Use Permit application for outdoor RV,
watercraft, trailer, and other motor vehicle storage in the Riverside
Industrial Park

Legal description: Lot 2, Riverside Industrial Park, according to the Plat thereof
recorded September 7, 1980, as Reception No. 405369

Common address: 6255 CR335, New Castle, CO 81647

Applicant: Grady & Suzanne Hazelton

Landowner: M&C Fattor LLC

The complete application is available at the Town Clerk's office at 450 West Main Street, P.O. Box 90, New Castle, CO 81647. All interested persons are invited to appear and state their views, protests, or objections. If you cannot appear personally at such hearing, then you are urged to state your views by letter.



AFFIDAVIT AS TO NOTICE OF PUBLIC HEARING

I, _____, do hereby certify that pursuant to ordinances of the Town of New Castle, Colorado, I provided notice of a public hearing before the New Castle Planning Commission on January 22, 2025, regarding a conditional use application by doing the following:

1. At least fifteen (15) days prior to such hearing, I sent a copy of the **attached** Notice of Public Hearing by certified mail to the owners of all property within two hundred and fifty (250) feet of the subject property and to the Town of New Castle.
2. If required by Chapter 16.10 of the New Castle Municipal Code, at least thirty (30) days prior to such hearing, I sent a copy of the **attached** Notice of Public Hearing by certified mail to the owners of mineral estates who have requested notification with respect to the subject property at the Garfield County Clerk and Recorder.
3. At least fifteen (15) days prior to such hearing, I posted notice of the hearing on the property on a sign approved by the Town at least twenty-two (22) inches wide, twenty-six (26) inches high, with letters at least one (1) inch in height. The sign was posted so that it was visible from a public street.
4. At least (15) days prior to such hearing, the **attached** Notice of Public Hearing was published on the Town's website.

Signature

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____,
_____, by _____.

Witness my hand and official seal.

Notary Public
My commission expires: _____

**TOWN OF NEW CASTLE, COLORADO
PLANNING AND ZONING COMMISSION
RESOLUTION NO. PZ 2025-1**

A RESOLUTION OF THE NEW CASTLE PLANNING AND ZONING
COMMISSION RECOMMENDING APPROVAL OF A CONDITIONAL USE
PERMIT FOR OUTDOOR VEHICLE STORAGE ON PROPERTY LOCATED
IN THE INDUSTRIAL ZONE DISTRICT.

WHEREAS, on December 10, 2024, Western Slope Investments, Inc. c/o Grady & Suzanne Hazelton (“Applicant”) submitted a Conditional Use Permit Application (“Application”) concerning property owned by M&C Fattor LLC (“Owner”) described in Exhibit A hereto (the “Property”); and

WHEREAS, the Property is zoned Industrial; and

WHEREAS, the Property is vacant with a chain-link fence around the perimeter; and

WHEREAS, Applicant intends to lease portions of the Property for outdoor storage of operable RVs, watercraft, trailers, and other vehicles (“Outdoor Storage”); and

WHEREAS, Chapter 17.52 of the New Castle Municipal Code (the “Code”) establishes the permitted and conditional uses for the Industrial District; and

WHEREAS, as required under Code § 17.84.040(B), the New Castle Planning and Zoning Commission (“Commission”) held a duly noticed public hearing on January 22, 2025, to consider the Application; and

WHEREAS, pursuant to Code § 17.84.050, and subject to the findings and conditions below, the Commission hereby determines that the Application:

1. is eligible for conditional review under § 17.84.040;
2. is generally compatible with adjacent land uses;
3. meets all requirements of § 17.84.020 of the Code, is in compliance with Title 17 of the Code, and minimizes potential adverse impact of the conditional use on adjacent properties and traffic flow;
4. is consistent with the comprehensive plan; and
5. the Town has the capacity to serve the proposed use with fire and police protection.

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

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

2. Findings regarding Conditional Use. The Commission hereby finds that, based on the facts and details in the Application and the testimony presented at the hearing, the Outdoor Storage use being proposed by Applicant is neither a “self-storage facility,” “auto storage yard,” nor any other permitted or prohibited use listed in Chapter 17.52 of the Code. Accordingly, the use proposed in the Application is a conditional use pursuant to Section 17.52.050 of the Code, is eligible for conditional use review, and requires the issuance of a conditional use permit pursuant to Chapter 17.84 of the Code.

3. Listing of Approved Uses. The following constitute the uses of the Property that the Commission recommends be approved under the Application as a conditional use, which may be in addition to other permitted uses of the Property.

A. Use of the Property for the operation of a business providing outdoor storage of operable RVs and ATVs, watercraft, trailers, trucks, automobiles, and other vehicles.

4. Recommendation. The Planning and Zoning Commission hereby recommends that the Town Council approve the Application and use of the Property for Outdoor Storage pursuant to § 17.84.050 of the Code, subject to the following conditions:

A. Applicant shall provide proposed management policies demonstrating consistency with and enforcement of Town performance standards for review and approval by Town Council.

B. Applicant shall provide a security plan for the Property for review and approval by Town Council. To the extent security cameras are part of the plan, the number and location of the security cameras shall be reviewed by the Town of New Castle Police Chief.

C. Applicant shall provide and comply with a schedule for daily hours of operation of the mobile food vendors.

D. Perimeter fencing shall be screened with fabric or otherwise comply with Section 17.52.060(D).

E. Applicant shall provide hours of operation for review and approval by Town Council.

F. No auxiliary equipment, materials, or supplies shall be stored onsite

G. Applicant shall provide a trash management plan for review and approval by Town Council.

H. The use approved in the Application shall not be conducted until the Town Planner has issued a conditional use certificate. That certificate shall be issued only after the Applicant has entered into an agreement with the Town specifying that all conditions

imposed by the Town Council will be completed and that the use and improvements will be in accordance with the approved Application site plan and development schedule. The conditional use certificate must be issued within one year of the date of final approval by Town Council, or the application is deemed withdrawn by the Applicant and is of no further force and effect.

I. No approved conditional use may be altered, structurally enlarged, expanded in parking area or expanded in ground area unless the site plan is amended and approved in accordance with the procedures applicable to approval of a conditional use as set out in § 17.84.070 of the Code.

J. In the event the Town receives any complaints about the use of the site in violation of the conditional use approval or other Code requirements or observes or becomes aware of any violations of the conditional use approval, the Applicant and/or owner may be summoned before the Town Council in a public meeting to show cause why the permit should not be revoked, suspended, or additional conditions imposed. Such show-cause hearing shall be open to the public and the applicant or owner may present testimony or offer other evidence on its behalf.

K. Insofar as necessary, Applicant shall comply with all applicable building and municipal code requirements, including the sign code and performance standards.

L. Any added exterior lighting will be dark sky compliant pursuant to the Comprehensive Plan Goal EN-4.

M. 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 shall be considered part of the application and binding on the Applicant.

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

O. Development of the Property shall be consistent with the site plan shown on Exhibit B, as such site plan may be ultimately approved by the Town Council.

THIS RESOLUTION PZ 2025-01 was adopted by the New Castle Planning and Zoning Commission by a vote of ___ to ___ on the 22nd day of January, 2025.

NEW CASTLE PLANNING AND
ZONING COMMISSION

By: _____
Chuck Apostolik, Chair

ATTEST:

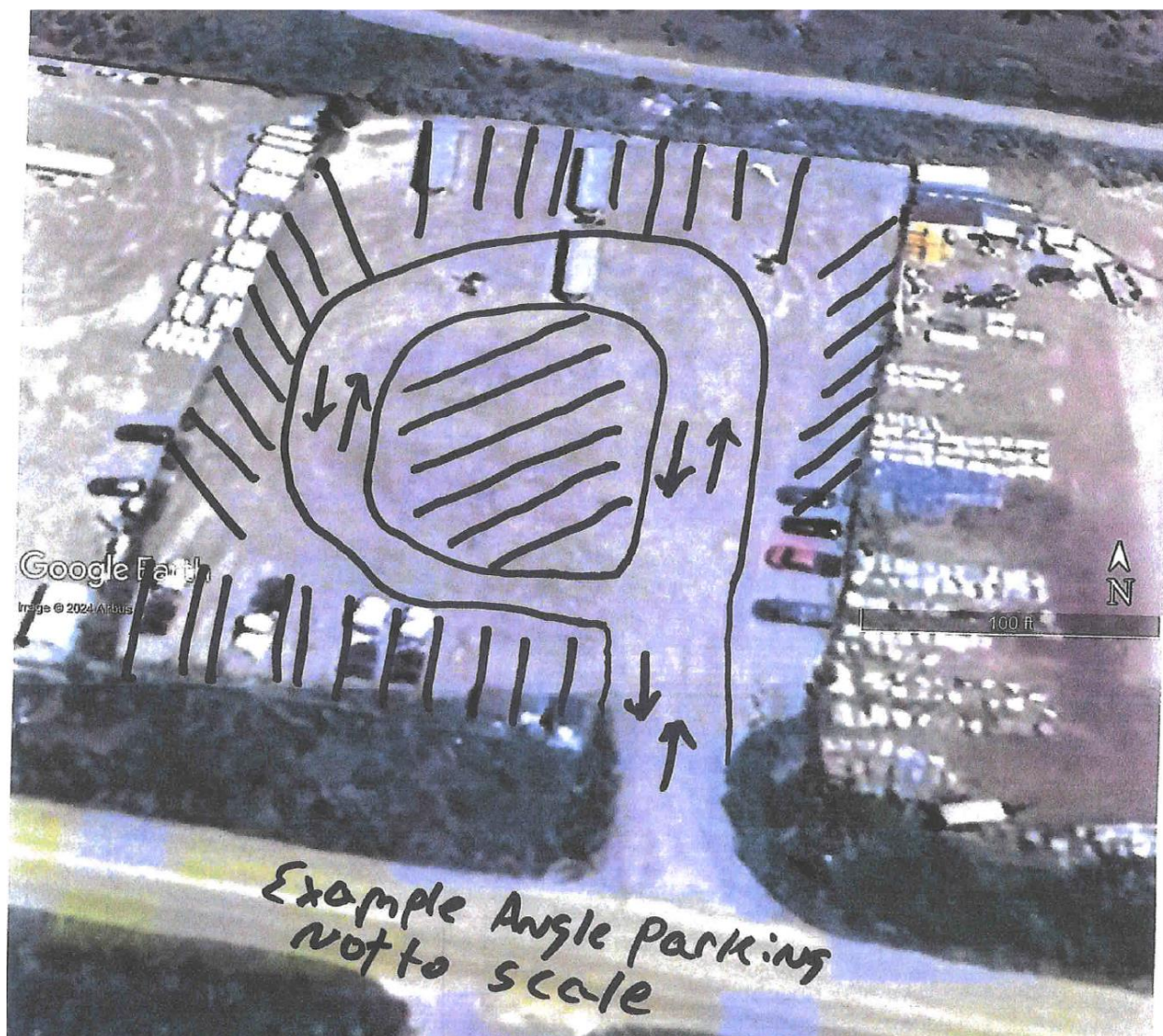
Remi Bordelon, Deputy Town Clerk

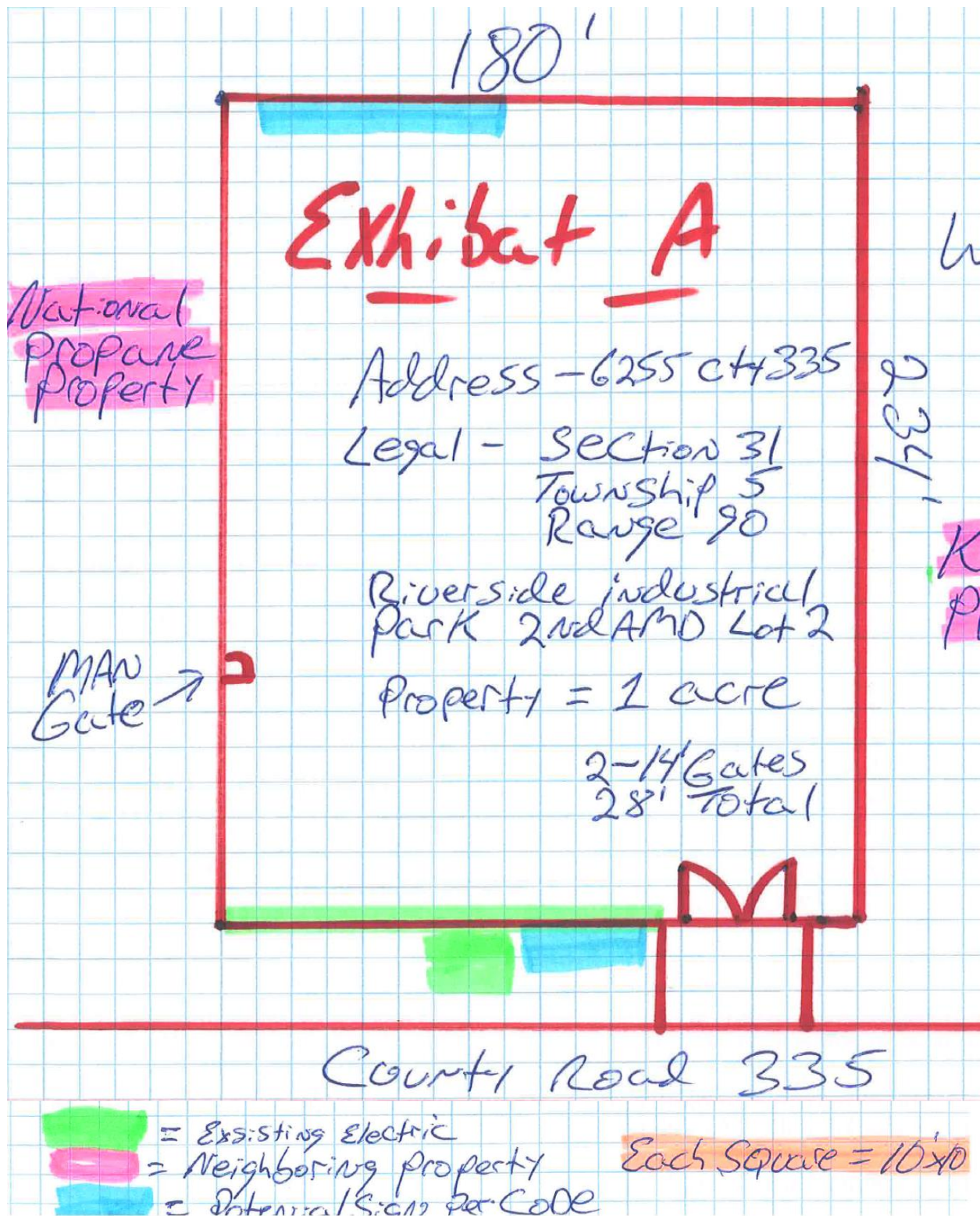
EXHIBIT A
Legal Description

Lot 2, Riverside Industrial Park, according to the plat thereof recorded September 7, 1980,
as Reception No. 405369,

commonly known as 6255 County Road 335, New Castle, CO

EXHIBIT B
Site Plan





**New Castle, Colorado
Planning and Zoning Commission
Wednesday, November 13, 2024, 7:00 PM**

Call to Order

Commission Chair Apostolik called the meeting to order at 7:00 p.m.

Roll Call

Present	Chair Apostolik
	Commissioner Cotey
	Commissioner Martinez
	Commission Alternate Rittner
	Commissioner Alternate Parks
	Commissioner Sass
	Commissioner McDonald
Absent	Commissioner Westerlind
	Commissioner Art Riddle

Also present at the meeting was Town Administrator Dave Reynolds, Town Planner Paul Smith, Assistant Town Planner Lauren Prentice, Town Attorney Mike Sawyer, Public Works Director John Wenzel, Town Engineer Jeff Simonson, Deputy Town Clerk Remi Bordelon, and members of the public.

Meeting Notice

Deputy Town Clerk Bordelon verified that her office gave notice of the meeting in accordance with Resolution TC 2025-1.

Conflicts of Interest

There were no conflicts of interest.

Citizen Comments on Items NOT on the Agenda

There were no citizen comments.

Public Hearing

Consider Resolution PZ 2024-6, A Resolution of the New Castle Planning and Zoning Commission Recommending Conditional Approval of a Final PUD Development Plan and a Final Subdivision Plat for Castle Valley Ranch PUD Filing 13 (9 N Wild Horse Drive)

Prior Meeting Verification from June 26, 2024

- Commissioner Martinez verified she read the prior meeting minutes.
- Commissioner Sass verified she read the prior meeting minutes.

Chair Apostolik opened the public hearing at 7:02 p.m.

Town Planner Paul Smith stated that the application from Preliminary to Final had not changed much. He said the intention for Final was to focus on the fine tuned details of the application unlike the Preliminary meeting that tackled the bigger issues/questions.

Planning & Zoning Commission
Wednesday, November 13, 2024

Staff Report
9 North Wild Horse
Castle Valley Ranch PA8 & PA9 Final Plan, Filing 13
Resolution PZ #2024-06
Planning & Zoning Commission (P&Z) – November 13th, 2024

Report Compiled: 11/7/2024

Project Information

Name of Applicant:

Applicant's Mailing Address:

Phone/Email:

Property Owner:

Owner Mailing Address

Proposed Use:

Approximate Residents:

Bulk Density:

Open Space:

Proposed Zoning:

Surrounding Zoning:

R2 Partners

1009 Delta Avenue

Cincinnati, OH 45208

614-266-7629/b.rosenberg@r2partners

CTS Investments, LLC

343 Dakota Blvd.

Boulder, CO 90304

130 rental townhomes/apartments in 16 buildings

~ 310-340

2.73 units/acre

34 acres passive open space;

9.6 acres developed open space;

MF-2 per the Castle Valley Ranch PUD

Single family residential homes (N Wild Horse Dr.)

Open Space (VIX Park, LCR Golf Course)

Mixed Use/Commercial zoning (TC Midwest, LLC)

Residential zoning (CVRI & LCR)

I Introductory Summary

R2 Partners has been both a developer and owner of multifamily rental projects for over the past 60 years. Based in Cincinnati and serving various areas in Colorado, R2 is rethinking multifamily residential living. Their current application in Castle Valley Ranch (CVR), Planning Areas 8 & 9, embraces the quality of life prized by all New Castle residents. The proposal contemplates 130 multi-family rental units with three distinct floorplans:

- **Model 1: "Empty-nester"** targets retirees valuing convenience and practicality (~770-1,470sf);
- **Model 2: "Live/Work"** focuses on professionals looking for adaptive designs and multi-functional space focused on a work-from-home end user (~680-960sf);
- **Model 3: "Townhomes"** are conventional urban/suburban concepts available for starters or those looking to downsize (~1,420sf);

Dispersed over approximately 47.6 total acres, the proposal contemplates 43.6 acres of passive & active open space (91.6% of total acreage) and includes the completion of the N Wild Horse Dr. connector with updated VIX parking. The Applicant will maintain public access to several existing single track trails that traverse the property from VIX park to the BLM. Prior to the current preliminary hearing, the Applicant convened for public meetings on the following dates:

- October 25th, 2023 – P&Z Sketch Plan
- November 7th, 2023 – Council Sketch Plan
- December 7th, 2023 – Community Open House Meeting
- January 24th, 2024 – P&Z Sketch Plan Revised Site Plan
- June 26th, 2024 – P&Z Preliminary Plan

The final plan submittal was deemed complete on September 30th, 2024. As the final of three application steps for new planned unit developments ("PUD") & subdivisions, final PUD reviews assess zoning conformance, compliance with Public Works requirements, the suitability of utilities and infrastructure, compatibility with the comprehensive plan, and address any adverse impacts to the town. By final approval, all civil drawings should attain construction level readiness.

Planning & Zoning Commission
Wednesday, November 13, 2024

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

Within sixty (60) days from the date of the P&Z's written recommendation on the application, or within such time as is mutually agreed by the Town Council and the Applicant, the Town Council shall approve the application, with or without conditions, or deny the application. Town Council's decision will be made by ordinance which shall be introduced twice at a Town Council meeting and, if approved, shall take effect 14 days after final publication pursuant to Article IV of the New Castle municipal code.

Planner Smith noted that comments were included from Fire Marshall Orrin Moon, Director of Public Works John Wenzel and Town Engineer Jeff Simonson. He clarified that their comments had not changed much from Preliminary.

Planner Smith reviewed the general design of the development. He identified the ten units of triplexes and townhomes located North of the development, the 'Live/Work' units located in the center of the site with two two-story units facing North Wild Horse Drive as well as two three-story units planned for the center of the development, while two 'Empty Nesters' units were planned for a smaller separate loop. He explained that all units were rental units to be managed by the developer. He outlined the loop road 'Vista Loop' which he stated would be maintained by the Town, the other roads and parking lots within the development would be privately maintained. He added that the developer agreed to connect/pave the remainder of North Wild Horse Drive.

Planner Smith reminded the commission that the resolution was a draft to consider as recommendations to Council for approval. He said the recommendations to Council included staff and legal input. He stated that the commission had the opportunity to amend, change, add or remove recommendations that would go to Council for final consideration. Planner Smith stated that Council would need to make a decision within 60 days of the Planning & Zoning Commission's recommendation. He said there was concern of meeting that deadline with the upcoming holidays as well as platting and engineering details to work through. He stated staff had communicated with Council and R2 Partners to discuss a reasonable timeframe in which R2 Partners would meet with Council to negotiate.

II Changes from June, 2024 Preliminary Plan

At the June 26th hearing, the Commission unanimously approved the application with the conditions listed in Resolution PZ #2024-05. Though the general site plan remains consistent with the preliminary application, a few key changes are identified below:

<i>Preliminary Plan</i>	<i>Final Plan</i>
• 130 residential rental units: 26townh, 80 apartments, 24 empty nesters	• No change
• 2.73 units/acre	• No change
• 91.6% gross area open space	• No change
• 229 off-street residential parking spaces	• No change
• Netzero construction: discussed	• 5%-15% reduction in energy use
• 16 total buildings	• No change

• 4 apartment bldgs.; 10 townhome bldgs.	• No change
• Apartments B-3 & B-4 are three story	• No change
• Passive open space with courtyards	• No change
• MF-2 zoning: 40 building height limit	• No change
• Tallest building: B3/B4 (Live/Work) @ 38.8'	• Tallest building: B3/B4 (Live/Work) ~ 46'
• 1,600sf min lot area	• No change
• Snow Storage: 20.5% of road area	• 18.7% of road area;
• Live/Work units balconies removed	• No change
• Open space: Applicant owned	• No change
• Pull-in parking included on west side of N Wild Horse for VIX Park users	• Cost share requested
• Townhomes: two-story duplexes and triplexes	• No change
• Workforce housing: 5 live/work @ 75% FMV	• No change
• Vista Loop: Town owned and maintained	• No change
• Chapman & Medaris Loops: Owner maintained	• No change
• EV charging capacity: Discussed	• EV charging capacity: Complies with state requirements
• Temporary construction easement: Considered	• Temporary construction easement: Concept proposed

Planner Smith reviewed the changes that occurred from Preliminary to Final (utilizing the table above from his staff report). He highlighted the changes as:

- Netzero Construction: He clarified that netzero was not in town code as a requirement. He stated R2 Partners felt netzero was a priority to them. He stated that R2 Partners had committed to all electric units for the development. Planner Smith identified that going all electric was an important step towards netzero with the prospect of future solar installation or future local energy suppliers/utility companies providing energy sources via solar or other renewables to their customers.
- Tallest Building: Planner Smith stated that the tallest building at Preliminary was shown to reach thirty eight feet and eight inches. He stated that the height limits for that particular zone was forty feet. He stated that due to the topography of the land and elevations, the thirty eight feet and eight inches building height for two of the buildings equated to forty six feet.
- VIX Parking: Planner Smith stated that R2 Partners had asked for the Town's assistance in sharing the cost responsibility of paving the VIX Park parking lot.
- Workforce Housing: Planner Smith explained that there would be five units: three one-bedroom and two two-bedroom units offered to town staff with rent reductions. He said a topic for discussion would be if it would be limited to town staff or expandable to other workforce renters.
- EV Charging: Planner Smith stated he worked with the DHM team on charging ability to ensure the state requirement of capacity.
- Temporary Construction Easement: Planner Smith stated traffic flow and construction traffic would come from the south side of North Wild Horse Drive. Due to the potential for traffic congestion, Planner Smith said Katherine Senior agreed to a temporary construction easement of thirty feet following the property boundary of TC Midwest to the Castle Valley Boulevard roundabout.

Commissioner Cotey asked if the town had any inclusionary zoning requirements as part of the Town's policy. Town Attorney Mike Sawyer stated the Town had a comprehensive plan provision that stated developments must include affordable housing components. He added that one of the five criteria for approving a final plat was compliance with the comprehensive plan. Commissioner Cotey said the five proposed units equated to about three percent of the development. She added that the industry standard was closer to ten percent and that the City of Basalt requires twelve percent of a development be affordable housing. She stated that five units was on the low side of what was comparable to the area. Planner Smith responded that knowing the industry standard was important context and explained that based on town needs, five units seemed adequate at the time but did not include the possibility for workforce residents outside of town staff.

II Staff Review:

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

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

1) Is the proposal consistent with the comprehensive plan?

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

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

Quality of Life: According to the application packet (**Exhibit A, page 3**), the proposal aligns with numerous New Castle goals and values favorable for Smart Growth and a high standard of living (**Goal CG-5**). The proposal focuses on conservation of the natural environment (**Goals EN-1 thru EN-8**), sensitivity to architectural aesthetics, and an active lifestyle (**Goal RT-1**) that together support community and sustainability.

As part of a Smart Growth strategy, policy **Goal CG-4** expects large residential development (greater than 50 units) to integrate commercial services and conveniences. Though not included with this application, commercial development is anticipated on the vacant parcel south of VIX Park. To meet Smart Growth objectives, P&Z should consider

the adjoining commercial parcel owned by TC Midwest, LLC in its evaluation. Though independently owned, the two developments may mutually complement each other and resonate with the CVR Master Plan.

Trails/Open Space/Recreation: The trails shown on **Exhibit A, page 7**, align with currently existing use-trails and trail agreements. Two trails will originate from VIX Park and lead east towards the locally dubbed “Sunset Trail” that terminates with public lands to the north. The goal is for a seamless trail experience connecting routes already prized by residents (**Goal POST-3**). Preservation of these trail corridors should also be supportive of existing wildlife habitat (**Goal POST-4**). Other walking trails are dispersed internal to the development. Altogether the trail network will be conducive to recreational opportunities and non-vehicular access to adjoining developments.

Environmental Impact: New Castle is committed to stewardship of the natural environment and therefore is careful to consider potential negative impacts of new development. The Town partners with Colorado Parks and Wildlife (CPW) to identify and protect critical environmental resources (**Goal EN-1**). CPW has provided referral comment and Jake Stanton, the District Wildlife Manager, recommends the following best management practices:

1. Bear-resistant trash containers with regular trash disposal during construction;
2. Bear-resistant dumpsters and/or trash bins for all resident refuse;
3. Wildlife friendly fencing per CPW specifications;
4. Use of non-fruiting trees, shrubs, and flowers for landscaping;
5. Prohibition of at-large and outdoor feeding of pets;
6. Prohibition of feeding wildlife;

For its part, the Town regulates off-leash dogs, excessive light trespass, preservation of native vegetation, and/or limiting fences in certain areas. In some development applications, the Town has encouraged additional landscape buffers to neutralize the effects of an urban setting on wildlife habitat.

New Castle has also made progress in terms of energy conservation. The current building codes require sustainable building practices, that reduce fuel consumption and promote use of renewable energy (**Goal EN-7**). All buildings will comply with the state of Colorado’s solar and electrical readiness provisions. Moreover, the Applicant is committed in the direction of Netzero construction. A Netzero building is one that is optimally efficient and generates energy onsite using clean renewable resources in a quantity equal to or greater than the total amount of energy consumed. Net-zero/all-electric appliances paired with solar PV or ground source heating are feasible methods to exploit especially considering local, state, and federal incentives currently available. At this time, fully functioning solar array is not being considered at initial build, but the Applicant maintains that the efficiency steps already being proposed (**Exhibit A-Appendix, page 183**) will reduce consumption by 5-15%.

The Applicant has also proposed raw water as the means to irrigate landscaping. Raw water is non-potable water which bypasses the town’s treatment facility thereby eliminating the processing step. The Applicant also receives a 25% reduction in water tap fees as a result of implementation. Opting for raw water is ultimately an economical and sustainability win for all.

Affordability: The rental aspect of the proposal is unique. Rental communities provide a fully managed property for tenants who do not have the time nor inclination to fuss with general repairs and upkeep. Rental communities also provide a way for retirees to downsize in communities dominated by larger single-family homes and a way for younger families to participate in communities in which they may otherwise be priced-out. The proposal also offers units for professionals seeking adaptable spaces serving dual

purposed living area plus functional office space. In sum, the diversity of housing modalities works to stratify rent prices making housing attainable to varying income levels.

*9 North Wild Horse offers a community promoting quality of life. Quality of life is potentially disadvantaged when a disproportionate share of household income is dedicated to housing costs. The Applicant has been committed to rent rates that are sensible for New Castle. Prices will vary with unit type and should track with those in New Castle and Glenwood Springs. Of the 130 total units (**Exhibit A-Application, page 33**), the types include 80 live/work units; 24 empty nester units, and 26 conventional townhome units. Live/work & Empty Nester units will consist of 1-2 bedroom units with the townhomes all at 3-bedroom. For context, Garfield County "Fair Market Rent" for 2023 is \$1,357 for 1-bedroom, \$1,861 for 2-bedroom, and \$2,275 for 3-bedroom. Locally, a Staff search has found asking prices ranging from \$1,650 (850sf) to \$4,000 (2,000sf) with an average two-bedroom going for \$2,600.*

*Discussions about affordable housing in New Castle are bracketed by several features: 1) Per vested rights, there are currently no price caps on rent (or sales) prices; 2) the CP indicates that the town will create and preserve affordable housing merely as an element of all new development (**Goal HO-2**); 3) the CP does not define "affordability" though the US Department of Housing and Urban Development (HUD) maintains that monthly housing expenses should not exceed 30% of household income. This discussion aside, the Applicant has generously offered the town five, one-bedroom live/work units at 25% off the then-current market rate on a rolling availability (**Exhibit A-Appendix, page 174**). Additionally, the Applicant has made significant adjustments to the site plan and building architecture to address these economic impacts.*

Fiscal Impact: *A fiscal impact study was performed (Triple Point Strategic Consulting) comparing estimated revenues with costs associated with the new development. The study helps determine whether the Town can meet the new demand on services (**Policy CG-7B, CP pg. 54**). The analysis projects a population increase of 2,004 for the entire town of New Castle with approximately 313 associated specifically with the new development. The analysis then projects revenues and costs based on the Town's budget averaged between the tax years of 2021 and 2024. The results show a yearly net benefit to the town of \$190,177. The cumulative net benefit by 2045 is estimated to be \$7 million with \$3.2 million coming in the initial two years of construction. The Town's finance department has reviewed the assumptions and projected outcomes separately with comparable results.*

Planner Smith addressed that a covenant for affordable housing was included as an exhibit to the packet. He reiterated that R2 Partners had stayed consistent in wanting to commit to making affordable housing available. Planner Smith stated that it would be preferred that the agreement be made in perpetuity, not a twenty year affordable housing plan, with the understanding that the available units would be made available to town staff initially and if unneeded would then be offered fair market for R2 Partners to rent out. Commissioner Cotey asked if the affordable housing units would only be offered to town staff and Planner Smith confirmed. Commissioner Cotey proposed the town consider a lottery program to offer affordable housing to the broader general workforce community of New Castle. Town Administrator Dave Reynolds acknowledged the possibility for Town Council to take that into consideration.

Commissioner McDonald asked how the affordable housing units would be rotated and available if they switch to fair market due to a lack of need. R2 Partners Principal Barry Rosenberg clarified that renters would sign a twelve month lease. Once the contract expired and if there was a need for affordable housing, the unit would be offered first

to town staff. Mr. Rosenberg added that R2 Partners was open to offering affordable housing units to residents outside of town staff, dependent on the Town's preference. Director of Public Works John Wenzel asked if the five units kept for town staff were specific units or of like kind. R2 Partners Attorney Chad Lee with JVAM Law confirmed that the way the agreement was currently written, the five units were specific locations. Mr. Rosenberg reiterated that a renter's contract would expire every year and become available to offer to town staff or an agreed upon rental pool of applicants. Town Attorney Mike Sawyer stated the agreement for the five affordable housing units should not be designated to specific locations, but rather be an agreement for general units available that met the three one-bedroom and two two-bedroom housing description. He advised that language be added as a recommendation. Planner Smith asked R2 Partners Attorney Lee for confirmation of the Town's authority to designate a renter of their choosing for the available affordable housing. R2 Partners Attorney Lee confirmed the Town had the authority to choose a designee of their choice to utilize the five units of affordable housing, given an approved background check. R2 Partners Attorney Lee added that was their intent with the agreement and would be happy to clear up the language in which it was written for further clarification.

Alternate Commissioner Rittner asked if R2 Partners would consider providing additional units of affordable housing for onsite property management staff. Mr. Rosenberg confirmed that the five affordable housing units would be a separate agreement for any onsite management units. Mr. Rosenberg stated that they had not finalized an onsite management plan but had discussed the possibility of hired on-site staff.

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

Zoning: *The Applicant has elected Castle Valley Ranch MF-2 zoning criteria. According to MC 17.104.080 MF-2 is a "multifamily district allowing higher density including apartments." The following land uses are those permitted by right:*

- *Attached dwelling units in structures containing more than two units;*
- *Public parks, playgrounds and related accessory structures 5,000 sq. ft. or less;*
- *Parking facilities;*
- *Recreation facilities including, but not limited to health facilities, hobby rooms, activity rooms, meeting rooms, pools, gymnasiums, ball fields, tennis or basketball courts, volleyball courts, and any building of fields or play surfaces;*
- *Pedestrian and bicycle trails;*
- *Open space and parks*

The main differences between MF-1 and MF-2 is that the former allows detached dwelling units, slightly lower density, and lower maximum building height (35'). All proposed uses are permitted by right.

The Master PUD allows for the following density standards:

- *Minimum lot area of 2,200sf;*
- *Minimum lot area per dwelling unit of 1,600sf or 27.2 units per acre;*
- *Maximum building height of 40';*
- *Minimum front yard setback 18';*
- *Minimum side yard setback of 0';*
- *Minimum rear yard setback of 10';*
- *Minimum distance between buildings of 10';*

Density: As shown in the submittal packet (**Exhibit A-Application, page 8**) overall bulk density reaches 2.73 units per acre which is far below the 27.2 units per acre allowed. The live/work units have the highest localized density within the overall 46.7 acres. However, the live/work density is no more than 12.3 units/acre which is one unit/acre less than Eagle's Ridge Ranch and five units/acre less than the Senior Housing. Setbacks for each building lot will be finalized at final application.

Building Height: As architectural designs became refined, the maximum building height for the three story live/work buildings (Buildings B3 & B4 **Exhibit A-Application, page 18**) was reexamined in relation to the building height definition in Section 17.04.050. At the preliminary hearing the building height was shown as 38.8' measured from the bottom slab to the top ridge as shown below:

Planner Smith explained that the common assumption for measuring building height involved measuring the top to the bottom of the building. He explained for the particular zoning that the development was in spoke differently to identifying building height. He clarified that the Castle Valley Ranch (CVR) height definition considered the slope/hillside in which a building would be developed in an effort to avoid designing callosal structures that appeared taller than they actually were. He explained that the buildings with a planned height of thirty eight feet and eight inches would have a 'virtual' height of forty six feet due to the visual downslope twenty five feet from the building, termed the "Slope Effect." He concluded that the thirty eight foot and eight inches building heights were technically six feet above the limits of the code definition for building heights, but also below the forty foot max building height for a structure. He said the slope effect applied to all four 'Live/Work' units. Planner Smith added that the town had taken into consideration the slope effect and allowed development plans similar to this height difference in the past. He said the resolution was a draft and the first condition addressed the six foot height difference for the commission to either accept as illustrated in the packet or offer alternatives for Town Council to consider.



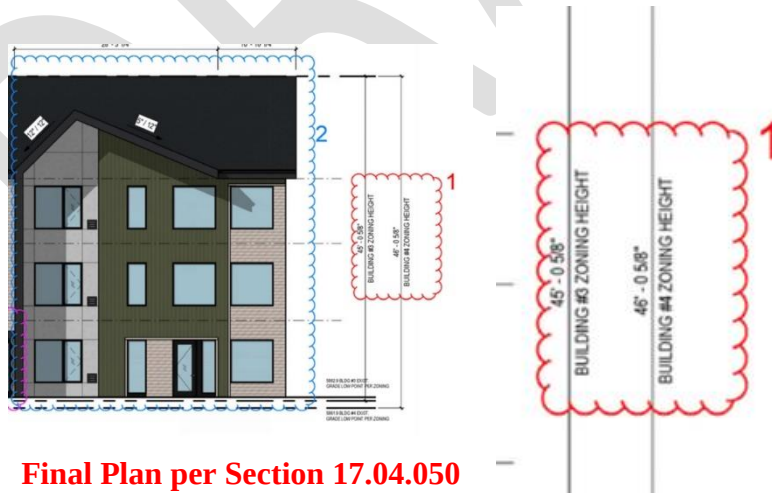
The current final plan variation (**Exhibit A-Application, page 18**) shows a slightly increased height from slab of 39.9' (though not the uppermost part of the roof):



However, per the code, the initial point of reference for height measurements is not the bottom floor slab. Rather, the building height is defined as follows:

"Building height" means the vertical distance measured from the lowest point of the natural grade on the lot within twenty-five (25) feet of the tallest side of the building to the uppermost point of the roof of the building; provided, however, that if the lot upon which a building is to be built has a slope greater than fifteen (15) percent, building height shall be defined as the vertical distance measured from the average existing grade within the building setback envelope to the uppermost point of the roof of the building.

Taking into account the code's definition renders the building height at approximately 46' or 6' above the 40' zoning maximum (See also 41.5' for B; 1 43.8' for B2, Exhibit A-Application, page 19):



The Town has allowed deviations to height limits in the past. Most recently the Town granted a 9' exception for a single building in the Lakota Canyon Ranch Longview application. In that instance, certain factors informed P&Z's decision. For one, the Longview building was closely situated to other buildings that also exceeded their respective height maximums (i.e. Shibui, CRFR Firehouse, and the Senior Housing). At that time, P&Z was also generally persuaded by the fact that the building's excess height

would be obscured by two-story structures immediately adjacent. Story balloons were erected on site to demonstrate this idea.

At the June preliminary hearing, P&Z expressed concern with the visual impacts of adding a third level to Buildings B3 & B4. At least two methods to mitigate were explored: 1) obscure east

elevations using the 2-story Buildings B-1 & B-2. In this way building mass will step gradually with the grade from N Wild Horse to the east; 2) Blunting of roof pitches (compare Live/Work gables with sketch plan exhibits). With massing alternatives, structure orientation, and roof articulation, the Applicant felt the concerns with increased building height on the surrounding views would be relieved. Staff has suggested returning to stepped structures as illustrated in the original sketch plan (see above) to better approximate the appearance of surrounding single family and multi-family homes. Alternatively, the structures could be modestly sunken into the topography, effectively lowering the building height. This precedent was also set during the Longview application.



Sketch Plan Live/Work Massing

For the Applicant to move forward with these alternatives, P&Z would have to be equally convinced as before that Buildings B1-B4 fit the surrounding residential neighborhood currently comprised of SF homes and triplexes. P&Z would also need to be mindful that the precedent set with this height exception may prompt other future developers in the area to do the same. Overall, P&Z should come away from the decision with the confidence that consistency with the surroundings is preserved no matter what height is decided.

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

The parcel lies in the vicinity of various land uses within CVR: larger SF homes on N Wild Horse Dr, Buckskin Cir. & TBD Filing 12 to the south, VIX Park to the west, a commercial parcel (TC Midwest, LLC) to the southwest and two Garfield RE-2 schools within walking distance. BLM land and the Lakota Links Golf Course lie directly north of the parcel.

P&Z and Council have generally understood compatibility in terms of style and function. A use is considered more or less compatible in style to the degree it is similar in architecture, landscaping, and site planning (e.g. roads, trails, open space). A use is considered compatible in function to the degree its purpose serves the community similarly to surrounding uses. At times when compatibility is questionable, P&Z and Council have been hospitable to adding transitional features between developments to mute perceived incongruities in style or function. In such cases “buffering”, for example landscape screening and open space, can soften the juxtaposition between two architecturally dissimilar developments. Likewise, small scale retail, professional services uses, and open space can function to temper alleged incompatibility between a SF development and, say, an industrial zone.

9 North Wild Horse is a multifamily rental property located within a rural residential setting. As a higher density product, building structures will naturally have more mass and height than those surrounding it. In anticipation of this, the Applicant includes open space buffering (~150' separation) adjacent to homes along Buckskin Dr. Greater distancing is expected to the east and south near future Silverado Dr. and N Wild Horse

homes. Architectural features derive articulation and texturing from neighboring residential designs. Townhomes units will have horizontal and vertical displacement (stepping) to better resemble the SF home context. As noted elsewhere, live/work and empty nester buildings (**Exhibit A-Application, pages 18-26**) exhibit less vertical displacement than surrounding structures and adjoining topography. This style might be deemed less compatible than what was viewed originally at sketch plan. Feedback from P&Z, Council, and the community has been mixed with respect to the more urban, block style multifamily buildings characteristic of developments in Denver, Vail Valley, and the Roaring Fork mid-valley. Therefore, P&Z will need to consider whether the current architectural signatures (i.e. roof pitches, elimination of balconies, taller windows) are an adequate tradeoff.

On the other hand, with a more conventionally urban approach the Applicant successfully minimizes sprawl which is supportive of the idyllic areas of CVR. Parking for the live/work lots is nested within the interior of the building site plan while Empty-Nester units obscure vehicle volume with covered parking spaces (**Exhibit A-Application, page 7**). Parking is also restricted to one side of the street on Vista Loop to reduce on-street congestion. Landscaping will be used sparsely to minimize disruption to otherwise unspoiled terrain. All things considered, the Applicant has made efforts to preserve the overarching feel and function of CVR at N Wild Horse Dr. and attempts transitioning features to address instances where compatibility may be questionable.

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

Police: At Sketch Plan, the Applicant anticipated an increase of approximately 338 new residents at build-out. The Police Department currently consists of eleven FTEs which is ideal for a town the size of New Castle. Generally, additional FTEs are considered for every increase of 500 residents. Therefore, the Police Chief concludes that there would be no compromise with police service as a result of the expected population increase.

Fire: In light of the current multi-year drought and the ongoing expansion of the wildland-urban interface, Colorado River Fire Rescue now stresses improving the resiliency of structures and expanding the surrounding defensible space (**Goal EN-8**). Replacing conventional materials with those of more robust fire resistance, particularly in buildings along the perimeter of the development, buys time for firefighters during a wildland fire incident and inhibits fires from spreading from the source. In 2024, the Town adopted standards for the requirement of fire resistant materials and improved defensible space requirements for new structures. To extend their firefighting potential, CRFR requests two-track roads for fire apparatus be designed along the periphery of the outer structures and a singular vehicle route extending towards the Lakota Links property, **Exhibit C**. The Applicant has updated the site plan to address this concern (**Exhibit A-Application, page 7**). It is important that these routes be improved sufficiently enough to carrier the weight of the necessary fire apparatus. These routes should also be permanently signed "Emergency Access Only".

Public Works: The CVR PUD is approved for 1,400 residential units and 100,000sf of commercial space. These totals were primarily the result of calculations performed on the basis of water dedicated from Elk Creek. At present the PUD has approximately 895 built units and no commercial development. With 130 proposed units in this Application, the PUD remains well short of the 1,400 total rooftops allocated for CVR. The current sewer treatment plant is also sufficiently sized to process the full build-out of both CVR and Lakota.

Streets: The Town contemplates maintenance of Vista Loop and the N. Wild Horse connector once all public improvements are accepted. Remaining streets will be private. Public Works agrees that speed, safety, and costs are priorities in road design. On-street

parking serves to accommodate overflow vehicle parking for guests, deliveries, trash collection, extra resident vehicles, and emergency vehicles. Staff and the Applicant have worked closely to provide street designs that satisfy all these concerns. **Exhibit A-Application, page 45** shows the agreed upon designs.

Snow Storage: Snow removal is located on the site plan (**Exhibit A-Application, page 12**). 17.8% of total roadway area has been designated for snow storage which is 2.8% more than required. Ample snow storage is demonstrated on all separated sidewalks, Staff's preferred storage location.

Raw Water: Raw water is available at the north end of VIX Park and is expected to irrigate all common landscaping areas within the new PUD. The raw water infrastructure will need to be extended and looped with the installation of the N Wild Horse road connection.

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

Parking: The purpose of off-street parking in the PUD "is to ensure that safe and convenient off-street parking is provided to serve the requirements of all land uses in the Castle Valley Ranch PUD and to avoid congestion in the streets" (MC 17.104.100). As shown on **Exhibit A-Application, page 9**, the following Town standards apply:

- Duplex, tri-plex or four-plex – Two spaces per dwelling unit;
- Five or more dwelling units in one structure – One and one-half spaces per dwelling unit + 1 recreational vehicle parking space for every 5 units in a 5-plex or greater;

Off-Street Parking: Per the standards, required off-street parking totals 229 spaces. The distribution is as follows: The Townhome models provide for a mix of one and two car garages. Regardless of garage size, all units will include two-car driveways (**Exhibit A, page 11**), or 3-4 off-street parking spaces where only two are required. This provision solves for issues related to garages used as miscellaneous storage rather than vehicles. The Code reduces parking to 1.5 spaces per unit for Empty Nester and Live/Work models. The Applicant, familiar with the complications of high density residential parking, has offered at least two spaces per unit for the Empty Nester models and has exceeded the parking for the Live/Work units. Based on P&Z input, no differentiation will be made between seasonal/RV parking and other parking, but seasonal spaces will be included in the over parking count.

One dilemma to the parking total will be the requirements for EV charging equipment. Approximately 10 spaces will require EV ready equipment, designated solely for EV use per state statute. These spaces may only be occupied by electric vehicles which may result in less overall parking for non-EV owners. The Applicant has therefore planned to install two fully equipped EV parking spaces at VIX park. The Applicant has added a parking site plan since the preliminary (**Exhibit A-Application, page 10**). Staff also recommend a parking management plan be added to the covenants prior to final approval with provisions for reserved parking in shared lots and prohibitions on overnight parking along N Wild Horse Dr. adjacent to VIX park.

Vehicular Circulation: Road, sidewalk, and trail design is a critical component to any new development in New Castle. To optimize circulation, the Applicant is committed to connecting N Wild Horse Dr. completing the underdeveloped section between Alder Ave. and Castle Valley Blvd. Of note, nearly 1/5th of this new road section is outside the Applicant's property boundary. However, because of the importance of circulation and public safety, the Applicant has agreed to work with the neighboring property owners, particularly CVR Investors, to complete this link. Staff anticipates that the connector will match the Town standard ROW, including detached sidewalks with landscaping.

Nonvehicular Circulation: The Applicant has made a point not to disrupt the general trail alignment between VIX Park and the BLM land. Separated sidewalks allow easy circulation to all inhabited portions of the property with additional soft trails extending to the periphery for easier interface with surrounding neighborhoods (**Exhibit A-Application, page 7**). To meet pedestrian safety concerns, high visibility crosswalks with bump outs were added per P&Z request.

Planner Smith said in the event of any parking issues, such as staff/police called out to the site, there was wording in the included covenant that stated the town may require a parking management plan. Mr. Rosenberg said it was difficult to predict the parking situation twenty years down the road. He said R2 Partners modeled their proposal after the Romero Group development plan in regard to parking that allowed for flexibility for the Town to require changes if problems arose. Commissioner Cotey explained that the Romero Group development was mixed use, so the comparison in planning was not the same. Mr. Rosenberg explained that the wording gave the Town the authority to address any parking issues in the future. Planner Smith advised to add that wording to the conditions and Mr. Rosenberg stated he did not feel that was a problem.

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

As previously discussed, 91.6% of the property will remain as open space. Within that area, the Applicant has preserved existing public use trails with various connecting trails added (**Exhibit A-Application, page 7**). To reduce the overall development footprint, small, active parks have been replaced with passive open space and two small sitting areas (**Exhibit A-Application, pages 79-81**). Since the open space requirements for CVR have already been met, no open space will be dedicated to the Town. However, the Applicant contemplates ongoing public access to all residents with an easement agreement.

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

The site plan (**Exhibit A-Application, page 48**) follows the sloping topography downhill from northeast to southwest. Each building generally terraces with the existing slope (**Exhibit A-Application, pages 44-52**). Terracing of structures limits cut-and-fill and reduces the need for unsightly landscape retention. The approach also softens the blunt, “blocky” appearance, that may otherwise disrupt the undulating, natural landscape. The Live/Work units and the Empty Nesters are formidable in size, stretching approximately 150’. As the architecture is being finalized Staff



recommends revisiting the massing particularly of the live/work units. Since roof step-downs at the stair corridors were eliminated, there is concern that an uninterrupted roof ridge for the entire length of the building conflicts with the contours of surrounding topography. And, per **Policy EN-6B** of the CP, visual access to the ridgeline is expected. The Applicant, in **Exhibit A-Application, page 37**, has contemplated modestly sized berms and drought resistant trees or shrubs partially as a screening strategy to mitigate building mass. Ultimately, P&Z should consider whether these structures, coupled with screening, is enough to maintain consistency with the natural character of the land. To conserve water and limit landscape maintenance such as mowing, Staff requests the Applicant consider drought resistant vegetation and seeding with native grasses to restore disturbed areas to their original state. Sod and landscape irrigation, likewise,

should be used sparingly to limit the need for landscape maintenance. Modestly mowed buffers and borders can provide a satisfying manicured look needing little maintenance.

V Staff Recommendations

Staff offer the following recommendations to the final PUD application:

- A. The maximum building height of Buildings B1, B2, B3, & B4 shall not exceed the building elevations presented in **Exhibit A-Application, pages 18-26**. Alternatively, the Applicant shall consider height reductions, additional screening, architectural modifications, or any combination of these to these structures to optimize consistency with the natural character of the land. All other structures shall comply with the building height requirements specified in Section 17.04.050.*

DHM Design Principal Jason Jaynes commented that a couple townhomes fell into the previous discussion regarding height and slope effect. He identified the two buildings as the townhomes to the right of the 'Live/Work' units. He said those two townhomes would not meet the code definition, similar to the 'Live/Work' units. Planner Smith asked how much the building heights exceed. Mr. Jaynes said the buildings were under thirty five feet, but it would be best to look at it in detail.

- B. All site specific development applications subject to the provisions of the International Fire Code or matters requiring fire alarms and/or fire suppression shall be submitted to the Fire Marshal for review and comment.*
- C. The Applicant shall comply with all recommendations of the Town Engineer, Town Public Works Director, and Town Attorney provided in response to review of the Application, **Exhibits C, D, & E**.*
- D. All exterior lighting to be dark-sky compliant per the comprehensive plan. Demonstrate that all exterior lighting will limit trespass. Parking lot lighting should be on timers to reduce the light duration at night while maintaining security lighting as needed.*

Planner Smith stated the dark-sky compliance had been resolved, but that staff kept the wording for ease of access for future reference.

- E. The location and manufacturer of any electric vehicle supply equipment install within the public right of way shall be at the discretion of Public Works.*

Planner Smith said there were two equipped EV ready spaces at VIX park planned at the discretion of Public Works for which manufacture to use.

- F. Fire Access roads illustrated in **Exhibit A-Application, page 7** shall be signed "Emergency Access Only", per fire marshal referral in **Exhibit B**.*

Planner Smith said Fire Marshal Moon would like to have the road traveling north towards the golf course to be regraded, cleared of brush and flattened (Exhibit A). Planner Smith stated that road would be an emergency access only with signage.

- G. A temporary construction easement, generally conforming to that depicted in **Exhibit F**, shall be constructed to accommodate construction vehicle circulation for the buildout of PA 8 & 9 (R2 Partners LLC) and PA 12 (TC Midwest, LLC) until the completion of either PA 12 or PAs 8 & 9, whichever is first. The easement shall consist of a semi-impervious surface, a track pad at the intersection with Castle Valley Blvd. and include safety fencing along the hazardous to the public. Any damage to public infrastructure, including but not limited to asphalt bike paths,*

landscape irrigation, underground utilities, landscaping shall be the responsibility of the Applicant.

Planner Smith said the easement would apply to both R2 Partners and a potential development from TC Midwest. Whichever build finished first would terminate the agreement at the discretion of TC Midwest.

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

Planner Smith noted that trash receptacles should have a structured storage space, particularly with the townhomes that were designed with one car garages.

- I. A declaration of covenants for the common interest community that are to the satisfaction of the Town Attorney. The form of the declaration of covenants shall be finalized before consideration of the Final Plat by the town council. Recordation of the declaration of covenants shall be accomplished at or before recording of the Final Plat.*
- J. A parking management plan shall be added to the covenants prior to final approval with provisions for reserved parking in shared lots as necessary. Signage on both sides of N Wild Horse Dr adjacent to VIX park shall read "No Overnight Parking".*

Planner Smith suggested changing the language to model after what existed in the parking definition and management of the covenants as previously discussed.

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

Planner Smith said Item K would be presented and discussed at Town Council.

- L. Provide a construction phasing plan for inclusion in a subdivision improvements agreement. Identify, at minimum, each of the following components:*
- Buildout phases if necessary;*
 - Schedule that identifies the sequencing of construction, sequencing of occupancy, traffic flow, and traffic control plans during construction;*
 - Storage and staging areas for construction equipment and materials;*
 - Illustrate drainage and erosion control best management practices (BMP's);*
 - Conformance to all requirements and specifications approved by the fire marshal concerning temporary access to the project;*

Planner Smith said R2 Partners has addressed Item L in the packet, as a single phase development.

- M. Landscaping shall incorporate native grasses and plants that minimize maintenance, mowing, and irrigating. The PUD landscaping plan shall be approved by Public Works. Plans submitted for building permit for any building shall demonstrate no more than 2,500 square feet of sod per dwelling unit as specified in 13.20.060 of the Municipal Code.*
- N. All disturbed areas in the project shall be revegetated and maintained in a*

predominantly weed free condition.

- O. All representations of the Applicant made verbally or in written submittals presented to the Town in conjunction with the Application before the Commission or Town Council shall be considered part of the Application and binding on the Applicant.*
- P. 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.*
- Q. The sale of individual lots, parcels or units may not occur until a plat creating the lot, parcel or unit is recorded with Garfield County and security for the public improvements has been received by the Town.*
- R. The Applicant and Town reach final agreement on the form of an affordable housing covenant that includes definition of the number of restricted units, the calculation of below market rents, the workforce that qualify to live in the units, and the term for which the affordable housing covenant shall be in force. The affordable housing covenant shall be finalized before consideration of the Final Plat by the town council. Recordation of the affordable housing covenant shall be accomplished at or before recording of the Final Plat.*
- S. Finalization of water rights dedication requirements for the project. Calculation of irrigated areas and finalization of EQR dedication requirements. A warranty deed conveying the required water rights in the Coryell Ditch shall be executed and recorded together with the final plat.*

Planner Smith said Item S would be built into the Subdivision Improvement Agreement which would be presented to Town Council.

- T. Vested rights be granted for a period of ___ years.*

Planner Smith stated that staff discussed vested rights with R2 Partners and they were content with the ten year vesting. He said ten years seemed reasonable to all parties.

Mr. Jaynes discussed building height in detail, specifically the 'slope effect.' He explained that the height was measured from the existing grade based on town code. He added that the identified line for initial measurement would not exist after R2 Partners filled in the soil, flattened and built platforms for the structures. He said the initial baseline did not account for the grading that would take place during development as depicted in Exhibit B. Commissioner Cotey noted the difference between lowering the buildings' heights, which would require a retaining wall, versus having a balanced site grading as it was currently planned. Mr. Jaynes highlighted the comparison of building heights from Preliminary to Final (Exhibit C) where he added that the buildings were not breaking the ridgeline. He outlined the architectural changes made to the building designs, including making the broom pitches steeper for snow, but it only affecting the height of the design slightly.

Alternate Commissioner Rittner expressed concern regarding the visual mass of the front of the buildings. Andrea Korber with Land and Shelter Architecture stated that the two-story buildings were the only visible structures from North Wild Horse Drive. She said the height concern was not visible from the public way. She added that the height definition was unique and restrictive when involving larger buildings. Ms. Korber

said the design placement of the buildings intentionally placed the lower height structures toward the road. She described the architectural design of the buildings to be a classic, tradition residential look with cross gables, with the goal of blending the development in with the larger neighborhood.

Commissioner Cotey asked if R2 Partners would consider adding trees to the south side of the two-story buildings to help blend into the landscape. She said it would visually breakup the massing of the buildings. Ms. Korber said that seemed like a reasonable request, that the landscaping plan could still evolve, and the location of tree planting was not set in stone.

Gary Cupples, a New Castle resident, asked if a wildfire evacuation plan had been reviewed or modified to account for the added population from the new development. Planner Smith stated there was an approved evacuation plan that was available online to review. He said the evacuation plan took into consideration total buildout of Castle Valley Ranch. Mr. Cupples asked if R2 Partners had been involved with multiphase developments in the past. Mr. Rosenberg confirmed they had and explained the development had planned to be built in one phase by category, meaning (as an example) 'Live/Work would be built first, followed by 'Empty Nesters' followed by the townhomes. Town Attorney Sawyer clarified that the understanding was all public improvements would be completed at the same time. Mr. Rosenberg confirmed and noted the buildings would open overtime.

Robin Bauer, a New Castle resident, asked what the traffic control plan was involving construction traffic on North Wild Horse Drive. Mr. Rosenberg explained there was an agreement with TC Midwest for a construction access easement that would detour construction traffic off the Castle Valley Ranch roundabout north to the boundary of VIX Park and reconnect to North Wild Horse Drive. He referenced the visual map of the easement (Exhibit D). Mr. Rosenberg added that the traffic study and design of North Wild Horse Drive included full buildout of Castle Valley Ranch and accounted for the development. Mr. Bauer expressed concern regarding larger dump truck vehicles on North Wild Horse Drive and explained the single lane road did not accommodate larger vehicles to the point that other vehicles had to pull over to allow a dump truck to pass. Public Works Director Wenzel said the buildout of the road met the Town's design standards and would be a comfortable travel lane. He explained that most travel lanes were ten feet wide, however the extension/connection of North Wild Horse Drive would be eleven feet wide with two eight foot parking lanes on either side of the road. Town Engineer Simonson added that the road would accommodate the capacity of the new development based on the traffic report that was conducted.

Denise Scheberle, a New Castle resident, asked for clarification on the ninety one and sixth tenths percent gross area of open space. Mr. Jaynes referred to the Open Space Diagram (Exhibit E) and explained that the majority of the property would be undeveloped. Mr. Rosenberg explained that the size of the property was estimated to be sixty acres and the development only planned to build within ten acres. Ms. Scheberle asked if that would stay open space in perpetuity and Planner Smith confirmed that was the case. Mr. Rosenberg clarified there was an agreement with Steve Cravin to build six more units within a triangle section of land North-East of the development. She asked how the new R2 Partners development would blend with what

exists on North Wild Horse Drive in regard to traffic and pedestrian crossings. Commissioner Cotey stated there are traffic calming solutions that the town could explore.

Julia Koch, a New Castle resident, asked if R2 Partners was planning to sell any townhomes as she felt it was important to provide New Castle residents the opportunity to own affordable housing. Mr. Rosenberg explained the entire development would be rentals only. He explained that their market study revealed the majority of families were not able to afford to buy their own home, so the townhomes were catered to accommodate those who otherwise could not purchase a home. He added that the biggest issue for home purchasing was young families affording the down payment.

Lynne Cassidy, a New Castle resident, commented that she would like to see the affordable housing language clarified further with the option of expanding the rental pool of applicants, as previously discussed.

Chair Apostolik closed the public hearing at 8:39 p.m.

Chair Apostolik asked Public Works Director Wenzel about the change from a ten inch hot tap to a megalug fitting. Public Works Director Wenzel confirmed they experienced issues with hot taps in the past and that it was a minor change. Chair Apostolik asked if Public Works Director Wenzel was in agreement with the plans thus far in regard to road widths, side parking and snow storage. Public Works Director Wenzel verified he felt any issues in those categories had been resolved.

Chair Apostolik asked Town Engineer Simonson if he felt everything was resolvable that had previously been discussed and identified; Town Engineer Simonson confirmed.

Chair Apostolik noted comments from Fire Marshall Moon that the fire hydrants needed a ten foot zone to avoid any issues with trees. Mr. Jaynes confirmed that they planned for a ten foot zone despite the design drawings. He stated R2 Partners would make an exhibit that clearly identified the ten foot zone for fire hydrants.

Chair Apostolik asked to make an addition to Item Four 'establishment of disturbed areas during construction' to include temporary irrigation if there existed a long build out time. Commissioner Cotey added to include drainage protection through the corridor during construction in the effort for preservation and Mr. Rosenberg agreed. Mr. Jaynes confirmed that disturbance would be present in the area due to a water line crossing through. He noted that they would need to revegetate the disturbed area and had a plan in place including the use of native plants. He added that they would be preserving most of the area and revegetating the disturbed areas.

Chair Apostolik asked R2 Partners to confirm that besides Xcel and the megalugs, construction traffic would not utilize North Wild Horse Drive. He said the way the phasing was planned, R2 Partners would be on the North side of the parking area on North Wild Horse Drive. Mr. Jaynes stated that R2 Partners had planned to rough the private road in from what was existing off of North Wild Horse Drive. He said they would then put the utilities in, begin construction of the buildings and then before they

received their certificate of occupancy, pave North Wild Horse Drive. Chair Apostolik stated that during that timeframe, whether it be one to three years, the public should not have an issue with use of VIX Park parking access. Mr. Jaynes confirmed that was correct. Chair Apostolik added the importance of R2 Partners protecting the development site from the public as VIX Park was used for multiple recreation activities, kids, animals and parking was utilized daily by the public. Mr. Rosenberg agreed to take that into account.

Commissioner Sass asked if the affordable housing units were comparable to past developments. Town Administrator Dave Reynolds confirmed it was comparable aside from the twenty year limit. Commissioner Sass asked if developers typically did not include a limit to affordable housing. Administrator Reynolds shared the example of the Romero Group, which was in perpetuity, and the only development in which the town had an affordable housing agreement. He confirmed that the comprehensive plan did not outline a specific length of time for affordable housing units. Commissioner Cotey noted that the comprehensive plan was established thirty years ago with a different housing market than present day. She suggested the town revisit the parameters of affordable housing and stated she felt it should be in perpetuity. Mr. Rosenberg said they would be more open to a benchmark of twenty years where they would revisit the need from the town and renew an agreement every twenty years. He added that affordable housing impacts the value of the property and he did not know what the market would look like in twenty years' time. Commissioner Cotey said that sounded fair. Town Attorney Sawyer said having certain renewal periods could be built into a covenant. He added that if the property were to ever change hands, sell or subdivide, during that time it would be brought back to the Town to discuss.

Commissioner Cotey said she thought it would be Town Council's role to determine the appropriate language for identifying who would qualify for affordable housing but that the commission could recommend broadening the pool of potential renters. Administrator Reynolds said Town Council might be more open to prioritizing affordable housing to the workforce that works in New Castle, in an effort to avoid casting too large of a net that encompassed the entire valley. Commissioner Cotey identified the challenge of New Castle not having a large jobs market. Chair Apostolik clarified that the workforce of New Castle would be first priority in a list of pool priorities that qualify a renter for affordable housing. Mr. Rosenberg stated that how the affordable housing agreement was written gave the town full authority to choose who they felt was a priority as long as they passed the background check. Commissioner Cotey asked if the way the affordable housing agreement was written currently was at the discretion of the town and was not limited to just town staff. Mr. Rosenberg said that was correct. Commissioner McDonald asked if there was a plan to administer the program within the town. Administrator Reynolds confirmed Town Council would discuss the program and noted Town Council made it very clear that their first priority was town staff and then the workforce of New Castle.

Alternate Commissioner Rittner expressed the importance of public safety and the need for an onsite property manager. She asked how R2 Partners would handle a situation where the Town felt safety was a concern or better management was needed. Mr. Rosenberg said he didn't want to be locked into something but was open to adding language that provided the opportunity to have a discussion with the town about any

issues that may arise and present a plan that everyone would agree upon. Commissioner McDonald asked if R2 Partners had any other properties in the area. Mr. Rosenberg confirmed they did and said the assigned management team may manage both sites. He added that R2 Partners had discussed with Dywane Romero the option to utilize the same management team that Mr. Romero was currently using. Commissioner McDonald asked if R2 Partners would have a rental office on site and Mr. Rosenberg confirmed there would be an onsite rental office for a property management team to work out of.

Town Attorney Sawyer asked for clarification on what the commission would like to recommend as a condition in regard to an onsite property management team and outline expectations should any issues arise. Alternate Commissioner Rittner said having language that allowed for some provisions to revisit with R2 Partners on the chance that issues came up was important. Mr. Rosenberg added to include language that spoke of multiple issues that were persistent would warrant a return to Town Council to discuss. Chair Apostolik said the commission had done this in the past with conditional use permits and could utilize similar language for this condition. Alternate Commissioner Parks stated that the commission had expressed interest for an onsite property manager. He asked if the commission should make that a condition. Chair Apostolik clarified that the commission did not have the authority to require onsite management from R2 Partners. Alternate Commissioner Rittner asked if it would become their right to require if the development experienced persistent issues in the future and would need to revisit with R2 Partners. Chair Apostolik confirmed it could be part of that discussion should they need to review R2 Partners in the future. Commissioner Sass clarified that the word 'onsite' did not necessarily mean a property manager living on the property and that the definition for 'onsite' would also need to be discussed.

Commissioner Cotey revisited the building heights and stated she was not concerned with the difference of the slope effect. The commission agreed they did not feel that was an issue and felt it was explained well enough.

Alternate Commissioner Parks noted that the suggested speed limit was twenty five miles per hour and suggested it be dropped to twenty miles per hour to match the surrounding neighborhoods. Mr. Rosenberg stated he did not have a problem with that. Alternate Commissioner Parks added a suggestion to the grading plan to include soil stabilization for revegetation for slope ratios two to two and a half to one slopes with control blankets. Mr. Rosenberg said he would check that but was under the understanding that the slope ratio was three to one.

Town Attorney Sawyer said that the resolution stated a recommendation for approval subject to conditions identified by the staff report, verbatim, as well as modifications made by the commission. He said the commission could motion to recommend approval subject to staff conditions with modifications that he and Planner Smith would review with the commission. He said the revised resolution would be rewritten and presented at the next Planning & Zoning Commission Meeting for official signature.

Planner Smith reviewed each of the conditions as outlined in the staff report and draft resolution with added modifications from the commission.

Conditions:

- A. Planner Smith noted Condition A would add townhomes 15 and 16, except as drawn, and remove the language: *Alternatively, the Applicant shall consider height reductions, additional screening, architectural modifications, or any combination of these to these structures to optimize consistency with the natural character of the land. All other structures shall comply with the building height requirements specified in Section 17.04.050.*
- B. Condition B was unchanged.
- C. Condition C was unchanged.
- D. Condition D was unchanged.
- E. Condition E was unchanged.
- F. Condition F was unchanged.
- G. Regarding Condition G, Mr. Rosenberg clarified that R2 Partners did not own the property but were in negotiations. Town Attorney Sawyer clarified it was a recommendation. Commissioner Sass noted that the use of safety fencing was included in the condition. Commissioner Martinez asked if R2 Partners was not granted the construction easement, then they would have to utilize North Wild Horse Drive. Mr. Rosenberg confirmed that was correct. Chair Apostolik said if R2 Partners did not get the construction easement, that the commission would need to discuss with them the use of North Wild Horse Drive. Town Attorney Sawyer suggested adding that the easement be drafted as a formal agreement prior to final plat approval by Town Council. Mr. Rosenberg said he did not have a problem with that addition.
- H. Condition H was unchanged.
- I. Condition I was unchanged.
- J. Planner Smith said he recommended adopting language in the covenants for Condition J and add signage to North Wild Horse Drive.
- K. Condition K was unchanged.
- L. Planner Smith said Condition L was a catch all for the management of the construction. He added that the building department had many review procedures within the permitting process to assess construction of each building including issues of erosion. He said Construction Management Plans (CMPs) were also included and would be reviewed by Public Works and Engineering. Chair Apostolik asked if the town required CMPs with permit applications. Planner Smith confirmed they did. Engineer Simonson added that the state also required CMPs and said there was an erosion control plan to discuss involving the soils report and slope ratios. He said the soils report identified a stable slope being a two to one slope. He suggested treating the final slope with erosion mitigation surfaces along with seeding. Planner Smith added that reseeding would require temporary irrigation as well. Commissioner Cotey asked to add a condition for a tree protection plan.
- M. Condition M was unchanged.
- N. Planner Smith said Condition N was unchanged but would be an appropriate line item for any revegetation conditions.
- O. Condition O was unchanged.
- P. Condition P was unchanged.
- Q. Condition Q was unchanged.

- R. Planner Smith asked if the commission wanted to add a twenty year renewal period to the affordable housing agreement for Condition R. Town Attorney Sawyer suggested the commission recommend an initial term of twenty years with potential for renewal terms after.
- S. Condition S was unchanged.
- T. Planner Smith said Condition T would have ten years of vested rights.

Town Attorney Sawyer suggested wording for an additional condition regarding property management. He read the condition as: *should issues arise about property management or community security, which are not cured after Town notice, that the matter can come back for Planning & Zoning and Council review and the potential imposition of additional responsive conditions.* R2 Partners Lee said he felt that was good enough as a condition and added he and Mr. Rosenberg would revise the covenants accordingly.

MOTION: Chair Apostolik made a motion to approve with conditions Resolution PZ 2024-6, A Resolution of the New Castle Planning and Zoning Commission Recommending Conditional Approval of a Final PUD Development Plan and a Final Subdivision Plat for Castle Valley Ranch PUD Filing 13 (9 N Wild Horse Drive). Commissioner McDonald seconded the motion, and it passed on a roll call vote. Commissioner McDonald: Yes; Commissioner Cotey: Yes; Alternate Commissioner Parks: Yes; Alternate Commissioner Rittner: Yes; Chair Apostolik: Yes; Commissioner Sass: Yes; Commissioner Martinez: Yes.

Staff Reports

Planner Smith reported there were no further meetings scheduled for 2024. To come, he added that the property above McDonalds and Maverick on Castle Valley Boulevard had new buyers who would speak to P&Z regarding amendments to the originally approve development plan. He said there was a traffic study being conducted and the new buyers seemed motivated.

Commissioner Martinez asked when the Romero Group would start construction. Planner Smith said the date was unknown. He added that the Romero Group just finished the plat for Phase 1.

Commission Comments and Reports

Alternate Commissioner Parks reported that the Historic Preservation Commission would be presenting the recommendation to historically designate Highland Cemetery to Town Council on December 3, 2024.

Review Minutes from Previous Meeting

MOTION: Chair Apostolik made a motion to approve the July 24, 2024 meeting minutes. Alternate Commissioner Parks seconded the motion and it passed unanimously.

**MOTION: Chair Apostolik made a motion to adjourn the meeting.
Commissioner Sass seconded the motion and it passed unanimously.**

The meeting adjourned at 9:28 p.m.

Respectfully Submitted,

Chuck Apostolik, Chair

Remi Bordelon, Deputy Town Clerk

DRAFT

Exhibits

Exhibit A – Illustrative Site Plan

Exhibit B – New Castle Residential – Live Work

Exhibit C – Live Work Comparisons 3 Story – Elevations

Exhibit D – TC Midwest: Construction Easement Exhibit

Exhibit E – Open Space Diagram

DRAFT

ILLUSTRATIVE SITE PLAN

LEGEND

1

TOWNHOMES
10 BUILDINGS - 26 UNITS

2

LIVE/WORK APARTMENTS
4 BUILDINGS - 80 UNITS

3

EMPTY-NESTERS APARTMENTS
2 BUILDINGS - 24 UNITS

4

PAVED PATHS &
SIDEWALKS

5

GATHERING AND BBQ
AREA

6

SOFT SURFACE TRAILS

7

EXISTING TRAILS

8

FIRE ACCESS

9

NORTH WILD HORSE
DRIVE EXTENSION

10

VIX PARK

11

LAKOTA PUD

12

FUTURE DEVELOPMENT

13

SELLER RETAINED LAND (WITH
NEW LOT LINE: 12.3 ACRES)

14

EXISTING RESIDENTIAL
DEVELOPMENT



KEY DESIGNATIONS: BUILDING TYPE - BUILDING NUMBER

LIVE WORK
A-1
A-2
B-3
B-4

EMPTY NESTER
C-5
C-6

TOWNHOMES
D-7
E-8
F-9
G-10
D-11
E-12
F-13
G-14
G-15
F-16

COLOR LEGEND

	Natural Linen		Secret Garden
	Woven Wicker		Tricorn Black (Accents)
	Clary Sage		Truepenny / Trinket (Accents)

*Or Equivalent Tone

MATERIAL LEGEND

ELEVATION

 NATURAL FIBER CEMENT BOARD SIDING TO BE MINIMUM 1 HR RATED OR AS APPROVED AS NON COMBUSTIBLE MATERIAL	 FIBER CEMENT SHIPLAP SOFFIT TO BE MINIMUM 1 HR RATED	 ASPHALT SHINGLE ROOFING TO BE MINIMUM CLASS A RATED
 NATURAL FIBER CEMENT BOARD SIDING (UNPAINTED) TO BE MINIMUM 1 HR RATED OR AS APPROVED AS NON COMBUSTIBLE MATERIAL	 FIRE TREATED WOOD ACCENTS TO BE MINIMUM 1 HR RATED TO MEET THE REQ. OF SECTION 2303.2 OF IBC	 FIBER CEMENT SOFFIT TO BE MINIMUM 1 HR RATED
 PAINTED FIBER CEMENT BOARD SIDING TO BE MINIMUM 1 HR RATED OR AS APPROVED AS NON COMBUSTIBLE MATERIAL	 METAL ROOFING TO BE MINIMUM CLASS A RATED	 WINDOWS TO BE TEMPERED



live work 3-story - left elevation
NOT TO SCALE



live work 3-story - rear elevation
NOT TO SCALE



live work 3-story - right elevation
NOT TO SCALE



live work 3-story - front elevation
NOT TO SCALE

Live Work Comparisons 3 Story - Elevations

Front Elevation

Preliminary Application



Final Application



Back Elevation

Preliminary Application



Final Application



Side Elevation

Preliminary Application



Final Application



live work 3-story - left elevation

- General Changes:
- 1. Window sizes and groupings changed to more accurately reflect available materials
 - 2. Material Change - all roofs will be asphalt shingle
 - 3. Fiber Cement siding colors updated (see color legend on re-submitted Elevation pages)

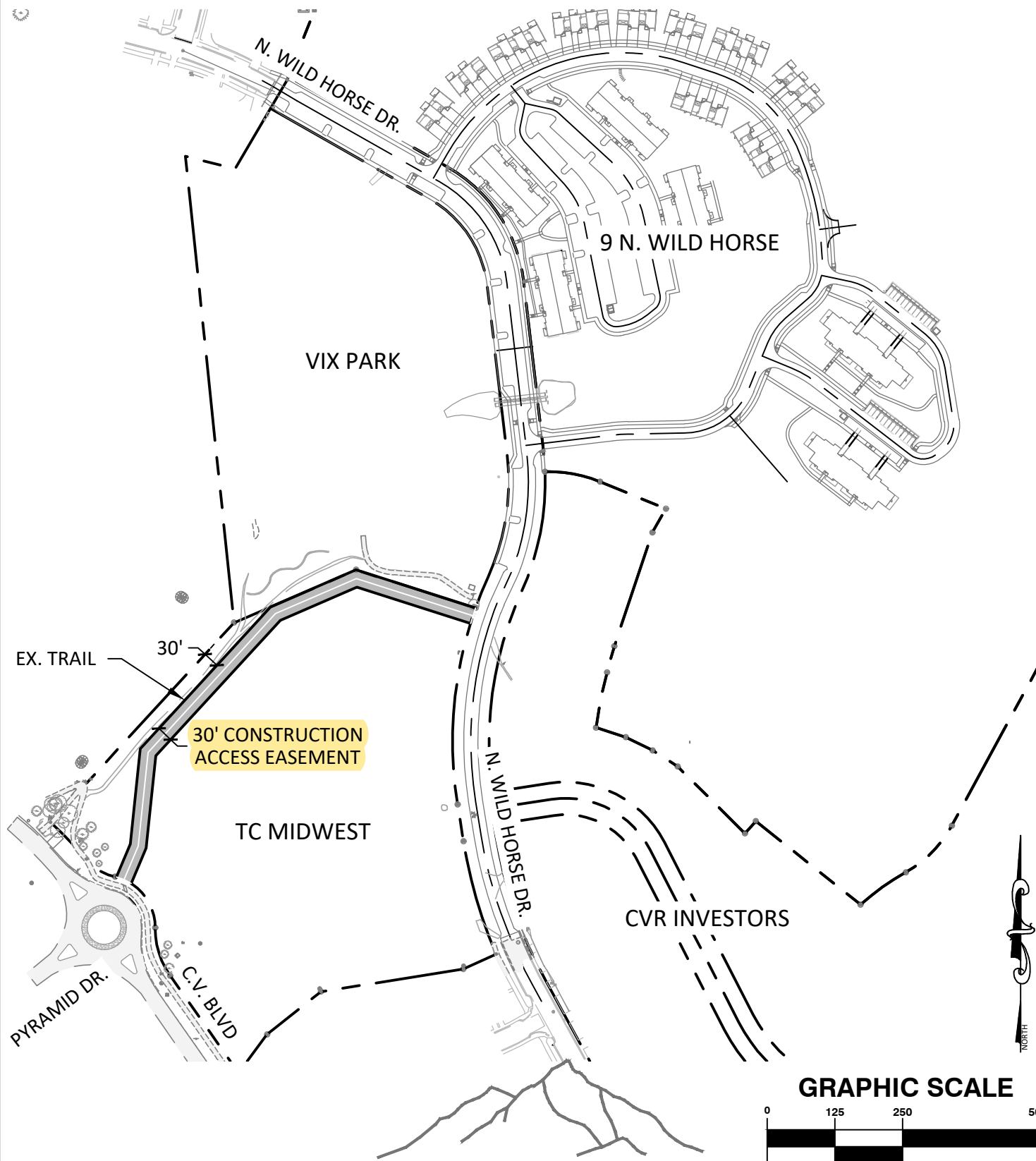
- Specific Changes:
- 1. Zoning Roof Heights requirements shown, Roof heights adjusted
 - 2. Gable locations changed to offer better views from inside the living rooms, but retain the spirit of the design
 - 4. Building Entrances given more color to delineate Unit from Building Entrance

TC MIDWEST: CONSTRUCTION EASEMENT EXHIBIT

9 NORTH WILD HORSE

NEW CASTLE, COLORADO.

SHEET 1 OF 1



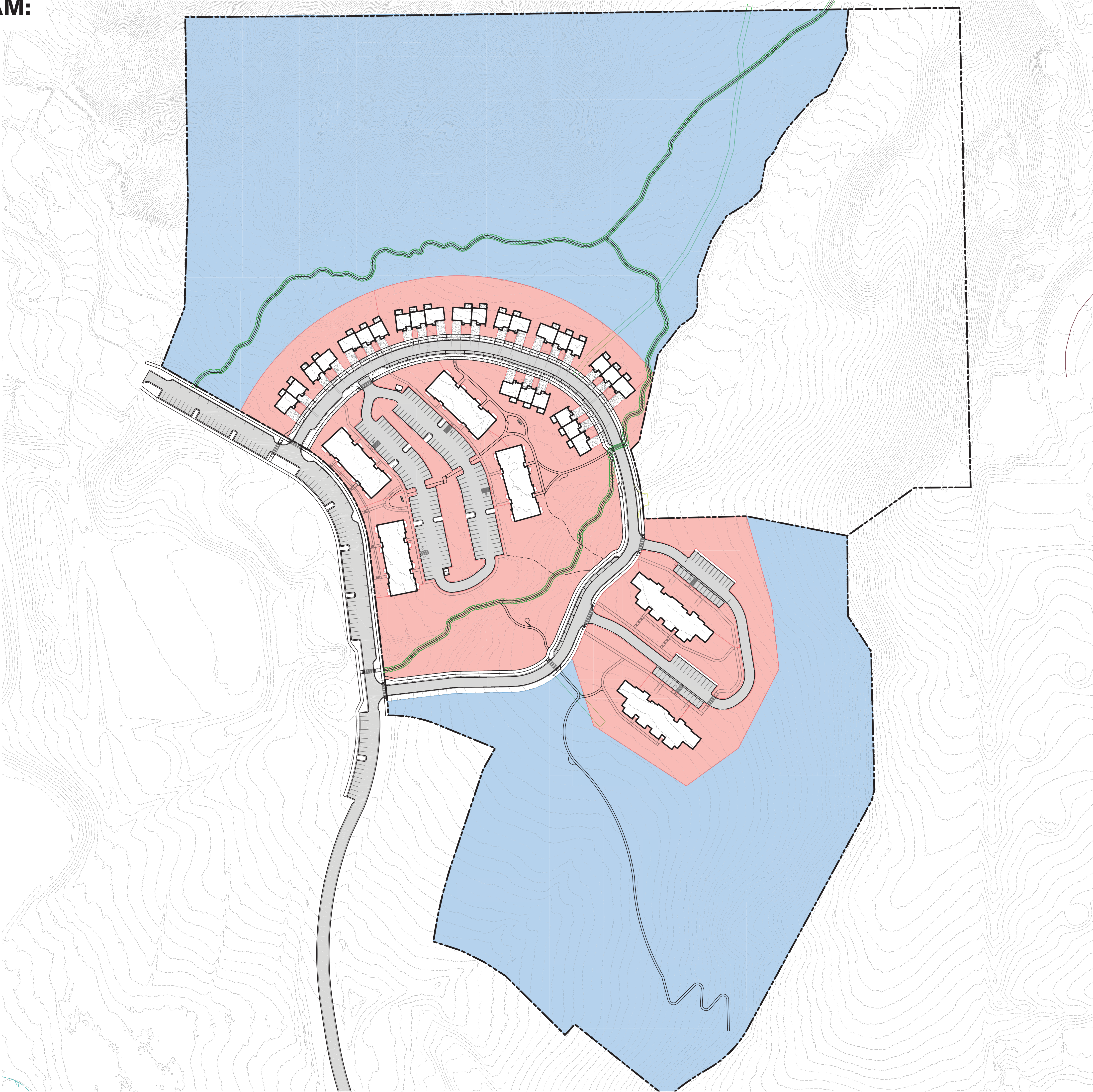
SOPRIS ENGINEERING LLC

502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623

(970) 704-0311 • soprisengineering.com

G:\2023\33011 CVR R2 RES\CIVIL\CIVIL DWGS\DE\33011-SITE.DWG - Oct 23, 2024 - 8:39am

OPEN SPACE DIAGRAM:



LEGEND

PASSIVE OPEN SPACE
OWNED BY HOA / CIC
1,365,480 sq ft (31.3 acres) TOTAL

DEVELOPMENT OPEN SPACE
OWNED BY HOA / CIC
405,761 sq ft (9.3 acres) TOTAL

PUBLIC ACCESS TRAIL EASEMENT

- NOTES**
1. PASSIVE OPEN SPACE TO INCLUDE UNDISTURBED ACREAGE AND TRAILS OUTSIDE OF THE AREA OF DEVELOPMENT. PUBLIC ACCESS EASEMENTS TO BE DEFINED FOR TRAIL USAGE.
 2. DEVELOPMENT OPEN SPACE TO INCLUDE OPEN SPACE SUCH AS LAWNS, LANDSCAPED AREAS, NATURAL AREAS, RECREATION AREAS AND TRAILS WITHIN THE AREA OF DEVELOPMENT. DEVELOPMENT OPEN SPACE MAY INCLUDE TRAIL EASEMENTS FOR PUBLIC USE.